

1
2 **DEVELOPMENT AGREEMENT**
3

4 **This Development Agreement (“Development Agreement”)** is made this ___ day of
5 _____, 2015, by and between **Palmetto Club Properties Limited Partnership**, a South
6 Carolina Limited Partnership that was formerly known as Resort Club Properties, a Limited
7 Partnership, whose mailing address is 117 Manly Street, Greenville, South Carolina 29601
8 (“**Palmetto**”), and the **City of Tallahassee**, a Florida municipal corporation, whose mailing address
9 is 300 South Adams St., Tallahassee, Florida 32301 (“**City**”). Palmetto may sometimes be referred
10 to herein as the “**Developer**.” The City and Palmetto shall be referred to collectively herein as the
11 “**Parties**.”

12 **WITNESSETH:**
13

14 **WHEREAS**, Palmetto is the fee simple owner of approximately 266.55± acres which is
15 specifically described in the attached **Exhibit “A” (“Property”)** and located within the City of
16 Tallahassee; and

17 **WHEREAS**, Palmetto currently owns and operates the Killearn Golf & Country Club
18 which is located on the Property and has been in operation for 48 years and contains the
19 following uses: 27-hole golf course, driving range, country club facilities, 2 restaurants, banquet
20 facilities, 40-unit hotel, swimming pool, gym, 8 tennis courts and associated facilities, golf pro
21 shop, golf maintenance facilities, and other supporting amenities.

22 **WHEREAS**, Palmetto desires to redevelop the Killearn Golf & Country Club which is
23 antiquated and in poor condition; and

24 **WHEREAS**, the first phase of redevelopment of the Killearn Golf & Country Club will
25 be the demolition of the forty (40) unit hotel (“**Hotel**”); and

1 **WHEREAS**, Sections 5.2.3(c)(4) and 6.4.2 of the City of Tallahassee Concurrency
2 Manual (“**Concurrency Manual**”) specifies that transportation concurrency and stormwater
3 management concurrency shall recognize a reservation and credit for the existing development in
4 determining concurrency requirements for redevelopment projects;

5 **WHEREAS**, the City recognizes that this Development Agreement is appropriate in
6 order to confirm a reservation of development rights associated with the Hotel use for the
7 purpose of crediting such existing development impacts against transportation and stormwater
8 concurrency requirements for any future development of the Property;

9 **NOW, THEREFORE**, in consideration of the mutual terms, covenants and conditions
10 contained herein, and other good and valuable considerations, the receipt and sufficiency of which
11 are hereby acknowledged, it is mutually agreed as follows:

12 1. **Recitals.** The recitals set forth above are true and correct and are incorporated
13 herein by reference.

14 2. **Stormwater Reservation.** Pursuant to Section 5.2.3(c)(4) of the Concurrency
15 Manual, as may be amended, the City agrees that the existing impervious square footage
16 associated with the Hotel, including but not limited to, building coverage, parking areas,
17 sidewalks and any other impervious area shall be deemed approved and reserved (“**Reserved**
18 **Impervious Area**”) following demolition of the Hotel, and that the Reserved Impervious Area
19 shall be credited in determining the required stormwater management retention requirements for
20 any future redevelopment within the same drainage sub-basin as the Reserved Impervious Area
21 of the Property for the purpose of determining compliance with the City’s concurrency
22 requirements. The Reserved Impervious Area shall be confirmed as part of the demolition
23 permit and the concrete slab beneath the Hotel will be removed as part of the Hotel demolition.

1 3. **Transportation Reservation.** Pursuant to Section 6.4.2 of the Concurrency
2 Manual, as may be amended, the City agrees that 110% of the trip generation of the Hotel as
3 calculated based on the Institute of Traffic Engineers Trip Generation Manual, 9th Ed., shall be
4 deemed approved and reserved as external trips as applied to daily, p.m. peak hour trips
5 (“**Reserved Trips**”) following demolition of the Hotel and that the Reserved Trips shall be
6 credited against applicable transportation concurrency requirements for any future
7 redevelopment of the Property for the purpose of determining compliance with the City’s
8 applicable concurrency requirements. If the City’s Concurrency Manual is revised during the
9 term of this Development Agreement, Palmetto may, at its option, request credit for the Reserved
10 Trips as provided by the Concurrency Manual in effect at the time of development.

11 4. **Term of Reservation.** The Reserved Impervious Area and Reserved Trips shall
12 remain available as a credit to Palmetto and the Property for three (3) years (“**Reservation**
13 **Period**”) from the Effective Date (defined below). The Reservation Period shall be
14 automatically extended for an additional two years if a final Development Order (as defined by
15 Section 10-2 of the Tallahassee Land Development Code) is issued for any portion of the Property
16 during the Reservation Period (“**Extended Reservation Period**”). If the processing of an application
17 for a final Development Order occurs after the Reservation Period or Extended Reservation Period
18 expires, the Reservation Period or Extended Reservation Period shall be automatically extended for
19 the duration of the application process until a final decision is made, at which time the Reservation
20 Period or Extended Vesting Period shall be extended by two years if approved, or terminated if
21 denied.

1 5. **Consistency with Comprehensive Plan.** This Development Agreement is
2 consistent with the Tallahassee-Leon County Comprehensive Plan and the Tallahassee Land
3 Development Code.

4 6. **Binding Effect.** The burdens of this Development Agreement shall be binding
5 upon, and the benefits of this Development Agreement shall inure to the benefit of, all successors in
6 interest to and assigns of the Parties to this Development Agreement.

7 7. **Applicable Law, Jurisdiction, Venue.** This Development Agreement, and the
8 rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced
9 in accordance with the laws of the State of Florida. Additionally, in the event of any breach or
10 default under this Development Agreement by a party, the non-defaulting or non-breaching party
11 shall have the right to exercise any and all remedies at law or in equity, including specific
12 performance, or which are otherwise provided in this Development Agreement against the
13 defaulting or breaching party. No remedy available to any party shall exclude any other remedy
14 available to such party under this Development Agreement or at law or in equity. All remedies
15 shall be cumulative of all other remedies. Venue for any litigation pertaining to this Development
16 Agreement shall be exclusively in Leon County, Florida.

17 8. **Severability.** If any provision of this Development Agreement, or the application
18 thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by any
19 court of competent jurisdiction, then the remainder of this Development Agreement shall be valid
20 and enforceable to the fullest extent provided by law.

21 9. **Attorney's Fees.** In the event that it becomes necessary for any party to this
22 Development Agreement to enforce its rights under the terms of this Development Agreement, then

1 in that event, the prevailing party in such proceeding shall be entitled to recover reasonable
2 attorney's fees and court costs.

3 10. **Captions or Paragraph Headings and Exhibits.** Captions and paragraph headings
4 contained in this Development Agreement are for convenience and reference only, and in no way
5 define, describe, extend or limit the scope or intent of this Development Agreement, nor the intent
6 of any provision thereof. All exhibits are made a part of this Development Agreement by
7 incorporation as though they were restated herein.

8 11. **Joint Preparation.** Preparation of this Development Agreement has been a joint
9 effort of the Parties and the resulting document shall not, solely as a matter of judicial construction,
10 be construed more severely against a party to this Development Agreement.

11 12. **Amendment.** This Development Agreement may be amended if in writing by
12 mutual consent of the Parties.

13 13. **Further Assurances.** The Parties hereto agree to do, execute, acknowledge and
14 deliver, or cause to be done, executed, acknowledged and delivered all other further acts and
15 assurances as shall be reasonably requested by the other party in order to carry out the intent of this
16 Development Agreement and give effect thereto. Without in any manner limiting their specific
17 rights and obligations set forth in this Development Agreement, the Parties hereby declare their
18 intention to cooperate with each other in effecting the terms of this Development Agreement, and to
19 coordinate the performance of their respective obligations under the terms of this Development
20 Agreement.

21 14. **Notices.** Any notice that is to be delivered hereunder shall be in writing and shall
22 be deemed to be delivered (whether or not actually received) when (i) hand delivered to the
23 official hereinafter designated; (ii) upon receipt of such notice when deposited in the United

1 States mail, postage prepaid, certified mail, return receipt requested: or (iii) upon receipt of such
2 notice when deposited with Federal Express or other nationally recognized overnight or next day
3 courier, addressed to the Parties as follows (facsimile transmittal is not acceptable as a form of
4 notice in this Agreement):

5 As to the City: City Attorney's Office
6 Attention: Linda Hudson, Esquire
7 300 South Adams Street
8 Tallahassee, FL 32301
9

10 As to Palmetto: N. Barton Tuck, Jr.
11 117 Manly Street
12 Greenville, SC 29601
13

14 With a copy to: Reggie L. Bouthillier, Esquire
15 Stearns Weaver Miller Weissler
16 Alhadeff & Sitterson, P.A.
17 106 East College Avenue, Suite 720
18 Tallahassee, FL 32201

19
20 **15. Counterparts.** This Development Agreement may be executed in any number of
21 counterparts, each of which shall be deemed an original, but all of which, taken together,
22 shall constitute one and the same document.

23 **16. Effective Date.** The date of this Development Agreement shall be the date when the last
24 one of the Parties has properly executed this Development Agreement by the date below the
25 signatures on the signature pages below.

26 **IN WITNESS WHEREOF**, the Parties hereto, through their duly authorized
27 representatives, have executed this Development Agreement as of the date set forth below.
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29 **[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**
30

1 Witnesses:

**PALMETTO CLUB PROPERTIES
LIMITED PARTNERSHIP**

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WITNESS SIGNATURE

By: _____
N. Barton
Tuck, Jr.
President

WITNESS PRINT NAME

Date: _____

WITNESS SIGNATURE

WITNESS PRINT NAME

STATE OF _____
COUNTY OF _____

The foregoing Development Agreement was acknowledged before me this _____ day of _____ 2015, by N. Barton Tuck, Jr., as President of Palmetto Club Properties Limited Partnership, a South Carolina limited partnership, on behalf of the company. He is personally known to me [] or has produced _____ as identification [].

NOTARY PUBLIC

Name (Typed, printed or stamped)
(Seal)

CITY OF TALLAHASSEE

By: _____
Andrew D. Gillum
Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
James O. Cooke
City Treasurer-Clerk

By: _____
Lewis E. Shelley
City Attorney

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing Development Agreement was acknowledged before me this _____ day of _____ 2015, by Andrew D. Gillum, as Mayor of the City of Tallahassee, on behalf of the Tallahassee City Commission and the City of Tallahassee. He is personally known to me [] or has produced _____ as identification [].

NOTARY PUBLIC

Name (Typed, printed or stamped)
(Seal)

EXHIBIT “A”

LEGAL DESCRIPTION OF THE PROPERTY

250

BROWARD DAVIS & ASSOC., INC.

PLANNING • ENGINEERING • SURVEYING • DEVELOPMENT MANAGEMENT
FLORIDA • GEORGIA • ALABAMA

BROWARD P. DAVIS, P.L.S.
LEE F. DOWLING, P.L.S.
LARRY E. DAVIS, P.L.S.
RUFUS L. DICKEY, JR., P.L.S.



0126470960
WALTER A. JOHNSON, P.E., P.L.S.
ANDREW C. SMITH, JR., P.E.
KAREN K. BASS, P.E.

December 27, 1985

KILLEARN GOLF AND COUNTRY CLUB

Boundary Survey

I hereby certify that the legal description shown hereon meets the Minimum Technical Standards for Land Surveying (F.A.C. 21H1-6).

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

AREA I - Holes 6 and 7, Old Course (27.58 Acres)

Begin at the Southeast corner of Lot 14, Block "All" of Killearn Estates Unit No. 10, as recorded in Plat Book 6, Page 4 of the Public Records of Leon County, Florida, and run thence South 03 degrees 03 minutes 40 seconds West 115.00 feet to a point of curve to the right, thence Southwesterly along said curve with a radius of 370.54 feet, through a central angle of 39 degrees 00 minutes, for an arc distance of 252.22 feet, thence:

- South 42 degrees 05 minutes 40 seconds West 130.0 feet, thence
- North 39 degrees 21 minutes 40 seconds West 122.69 feet, thence
- South 88 degrees 57 minutes 30 seconds West 275.05 feet, thence
- South 54 degrees 01 minute 40 seconds West 383.05 feet, thence
- South 21 degrees 31 minutes 20 seconds West 381.61 feet, thence
- South 12 degrees 12 minutes 00 seconds East 189.27 feet, thence
- South 27 degrees 20 minutes 00 seconds East 163.25 feet, thence
- North 74 degrees 34 minutes 40 seconds East 150.42 feet, thence
- South 25 degrees 30 minutes 50 seconds East 487.54 feet, thence
- South 57 degrees 39 minutes 10 seconds West 177.55 feet, thence
- South 02 degrees 23 minutes 10 seconds West 240.21 feet, thence

EXHIBIT "A"

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STREET ADDRESS: 114 HAWAII DRIVE (EASTWOOD OFFICE PLAZA)
MAILING ADDRESS: POST OFFICE BOX 12547 • TALLAHASSEE, FLORIDA 32317 (904) 878-4791

KILLEARN GOLF AND COUNTRY CLUB
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South 08 degrees 11 minutes 30 seconds East 364.33 feet, thence
South 65 degrees 43 minutes 30 seconds West 35.0 feet

to a point of curve to the right, thence Southwesterly along said curve
with a radius of 669.12 feet, through a central angle of 22 degrees 00
minutes 30 seconds, for an arc distance of 256.90 feet, thence

North 07 degrees 03 minutes 30 seconds West 744.48 feet, thence
North 38 degrees 36 minutes 38 seconds West 390.84 feet, thence
North 38 degrees 33 minutes 30 seconds West 50.00 feet, thence
North 30 degrees 33 minutes 30 seconds West 86.53 feet, thence
South 83 degrees 50 minutes 24 seconds West 41.50 feet, thence
North 06 degrees 09 minutes 36 seconds West 91.50 feet, thence
North 05 degrees 20 minutes 13 seconds East 430.84 feet, thence
North 20 degrees 01 minutes 30 seconds East 510.91 feet, thence
North 53 degrees 58 minutes 20 seconds East 340.04 feet, thence
North 75 degrees 07 minutes 30 seconds East 331.10 feet, thence
South 88 degrees 57 minutes 40 seconds East 561.30 feet

to the POINT OF BEGINNING; containing 27.58 acres, more or less.

AREA II - Holes 13, 14, 15 and 16, Old Course (40.12 Acres)

Begin at the most Easterly corner of Lot 20, Block "EE" of Killearn
Estates Unit No. 3 recorded in Plat Book 3, Page 12 of the Public Records
of Leon County, Florida. From said POINT OF BEGINNING run thence

South 45 degrees 44 minutes 40 seconds East 312.26 feet, thence
South 01 degree 39 minutes 40 seconds West 131.04 feet, thence
South 19 degrees 51 minutes 20 seconds East 382.75 feet, thence
South 86 degrees 28 minutes 40 seconds East 325.61 feet, thence
North 49 degrees 29 minutes 50 seconds East 315.63 feet, thence
North 58 degrees 42 minutes 20 seconds East 590.82 feet, thence
North 84 degrees 07 minutes 20 seconds East 341.80 feet, thence
South 71 degrees 01 minute 50 seconds East 338.38 feet, thence
South 63 degrees 26 minutes 10 seconds East 245.97 feet, thence
North 74 degrees 03 minutes 20 seconds East 364.01 feet, thence
North 40 degrees 30 minutes 10 seconds East 315.63 feet, thence
North 09 degrees 30 minutes 10 seconds West 132.35 feet

to a point lying on a curve concave to the Northwesterly, thence from a
tangent bearing of North 77 degrees 14 minutes 10 seconds East run
Northwesterly along said curve having a radius of 512.13 feet, through a
central angle of 25 degrees 30 minutes, for an arc distance of 227.91
feet, thence

North 51 degrees 44 minutes 10 seconds East 77.0 feet, thence
South 65 degrees 16 minutes 13 seconds East 156.76 feet, thence
South 08 degrees 58 minutes 20 seconds West 192.35 feet, thence

STREET ADDRESS: 2111 HAWAII DRIVE, EASTWOOD OF KILLBUCK AZA
MAILING ADDRESS: POST OFFICE BOX 247 - TALLAHASSEE, FLORIDA 32317 - (904) 878-4100

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DR126410962

South 27 degrees 24 minutes 30 seconds West 608.28 feet, thence
South 74 degrees 49 minutes 40 seconds West 305.65 feet, thence
South 62 degrees 14 minutes 30 seconds West 322.06 feet, thence
South 12 degrees 13 minutes 10 seconds West 255.54 feet

to a point on the Northerly right of way boundary of Shamrock South,
thence along the Northerly right of way boundary of said road as
follows: North 84 degrees 13 minutes 40 seconds West 112.00 feet to a
point of curve to the left, thence Northwesterly along said curve with a
radius of 2864.83 feet, through a central angle of 06 degrees 12 minutes
50 seconds, for an arc distance of 310.71 feet, thence leaving said
county road run North 12 degrees 14 minutes 20 seconds West 208.79 feet,
thence

North 16 degrees 20 minutes 10 seconds West 302.20 feet, thence
North 33 degrees 41 minutes 20 seconds West 144.22 feet, thence
South 55 degrees 24 minutes 30 seconds West 176.14 feet, thence

South 07 degrees 25 minutes 40 seconds West 65.97 feet to a point on a
curve concave to the Southeast, thence from a tangent bearing of North 82
degrees 34 minutes 20 seconds West run Southwesterly along said curve
with a radius of 50.0 feet, through a central angle of 86 degrees 39
minutes, for an arc distance of 75.61 feet, thence

North 79 degrees 13 minutes 20 seconds West 56.89 feet, thence
South 54 degrees 27 minutes 40 seconds West 645.17 feet, thence
South 05 degrees 49 minutes 00 seconds East 137.76 feet

to the Northerly right of way boundary of Shamrock South, thence South 83
degrees 45 minutes 30 seconds West along said right of way boundary
169.18 feet, thence

North 06 degrees 14 minutes 30 seconds West 75.00 feet, thence
North 82 degrees 27 minutes 18 seconds West 217.07 feet, thence
South 89 degrees 16 minutes 30 seconds West 212.26 feet, thence
North 83 degrees 44 minutes 10 seconds West 412.46 feet, thence
North 02 degrees 43 minutes 30 seconds West 840.95 feet, thence
North 45 degrees 13 minutes 30 seconds East 225.60 feet

to the POINT OF BEGINNING, containing 40.12 acres, more or less.

AREA III - Holes 2 and 3, New Course (14.18 Acres)

Begin at the Northwest corner of Lot 1, Block "DE" of Killearn Estates
Unit No. 32 as recorded in Plat Book 9, Page 44 of the Public Records of
Leon County, Florida, and run thence

North 06 degrees 47 minutes 20 seconds West 157.48 feet, thence
North 80 degrees 09 minutes 12 seconds East 116.73 feet, thence

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North 30 degrees 27 minutes 56 seconds East 591.69 feet, thence
North 79 degrees 35 minutes 02 seconds East 691.39 feet, thence
North 50 degrees 40 minutes 39 seconds East 607.56 feet, thence
South 39 degrees 22 minutes 20 seconds East 322.54 feet

to a point of curve to the right, said curve having radius of 30.0 feet,
through a central angle of 90 degrees, for an arc distance of 47.12 feet,
thence

South 50 degrees 37 minutes 40 seconds West 557.16 feet, thence

West 554.73 feet, thence

South 68 degrees 41 minutes 50 seconds West 131.21 feet, thence
South 56 degrees 47 minutes 04 seconds East 55.78 feet, thence
South 57 degrees 04 minutes 31 seconds East 63.59 feet, thence
South 32 degrees 58 minutes 07 seconds East 36.20 feet, thence
South 02 degrees 34 minutes 03 seconds West 55.15 feet, thence
South 11 degrees 33 minutes 15 seconds West 33.00 feet, thence
South 09 degrees 10 minutes 43 seconds East 23.43 feet, thence
South 03 degrees 38 minutes 44 seconds East 43.77 feet, thence
South 28 degrees 55 minutes 50 seconds West 48.18 feet, thence
South 56 degrees 10 minutes 01 second West 46.13 feet

to the Northerly boundary of Killearn Estates Unit No. 32, a subdivision
as per map or plat thereof recorded in Plat Book 9, Page 64 of the Public
Records of Leon County, Florida, thence Westerly along said Northerly
boundary as follows:

South 80 degrees 31 minutes 00 seconds West 13.83 feet, thence
North 78 degrees 17 minutes 33 seconds West 37.10 feet, thence
North 89 degrees 12 minutes 37 seconds West 51.95 feet, thence
South 70 degrees 35 minutes 35 seconds West 79.37 feet, thence
South 89 degrees 13 minutes 13 seconds West 184.40 feet, thence
South 56 degrees 58 minutes 30 seconds West 238.54 feet, thence
South 76 degrees 37 minutes 59 seconds West 138.99 feet

to the POINT OF BEGINNING, containing 14.18 acres, more or less.

AREA IV - Holes 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 17, 18 - Old Course;
Holes 1, 4, 5, 6, 7, 8, 9 - New Course;
Country Club Site (186.67 Acres)

Begin at the Southwest corner of Lot 3, Block "AII" of Killearn Estates
Unit No. 10 as recorded in Plat Book 6, Page 4 of the Public Records of
Leon County, Florida, said point lying on a curve concave to the
Northwesterly, thence from a tangent bearing of South 14 degrees 02
minutes 20 seconds West run Southwesterly along said curve with a radius

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of 430.54 feet, through a central angle of 28 degrees 03 minutes 30 seconds, for an arc distance of 210.84 feet, thence

South 14 degrees 21 minutes 17 seconds East 323.64 feet, thence
South 24 degrees 08 minutes 59 seconds West 199.54 feet, thence
South 07 degrees 40 minutes 53 seconds East 92.96 feet, thence
South 68 degrees 47 minutes 47 seconds East 86.08 feet, thence
South 35 degrees 02 minutes 34 seconds East 150.0 feet, thence
South 43 degrees 45 minutes 20 seconds West 174.30 feet, thence
South 24 degrees 51 minutes 50 seconds East 30.94 feet, thence
South 41 degrees 18 minutes 31 seconds East 219.66 feet, thence
South 09 degrees 18 minutes 49 seconds East 175.98 feet, thence
South 13 degrees 19 minutes 30 seconds West 145.25 feet, thence
South 02 degrees 02 minutes 40 seconds West 280.18 feet, thence
South 11 degrees 53 minutes 20 seconds East 388.33 feet, thence
South 08 degrees 25 minutes 37 seconds West 272.95 feet, thence
North 86 degrees 49 minutes 13 seconds West 180.28 feet, thence
North 61 degrees 08 minutes 40 seconds West 279.73 feet, thence
South 81 degrees 59 minutes 43 seconds West 323.15 feet, thence
North 15 degrees 34 minutes 30 seconds West 177.08 feet, thence
South 65 degrees 43 minutes 30 seconds West 25.0 feet,

to a point of curve to the right, thence Southwesterly along said curve with a radius of 729.12 feet, through a central angle of 15 degrees 19 minutes 35 seconds, for an arc distance of 194.94 feet, thence

South 14 degrees 34 minutes 27 seconds West 224.64 feet, thence
South 05 degrees 53 minutes 47 seconds West 210.0 feet, thence
South 03 degrees 45 minutes 09 seconds West 535.86 feet, thence
South 17 degrees 13 minutes 00 seconds East 371.68 feet, thence
South 05 degrees 31 minutes 40 seconds East 311.45 feet, thence
South 72 degrees 28 minutes 30 seconds East 298.87 feet, thence
South 61 degrees 30 minutes 30 seconds East 225.88 feet, thence
North 00 degrees 00 minutes 30 seconds West 758.54 feet, thence
North 13 degrees 32 minutes 10 seconds East 277.71 feet, thence
North 07 degrees 00 minutes 00 seconds West 287.14 feet, thence
North 57 degrees 50 minutes 50 seconds East 206.70 feet, thence
South 72 degrees 30 minutes 40 seconds East 382.69 feet, thence
North 64 degrees 23 minutes 50 seconds East 266.13 feet, thence
North 10 degrees 53 minutes 10 seconds East 529.53 feet, thence
North 22 degrees 37 minutes 10 seconds West 325.00 feet, thence
North 20 degrees 41 minutes 40 seconds East 260.52 feet, thence
North 35 degrees 22 minutes 30 seconds East 255.20 feet, thence
North 60 degrees 43 minutes 30 seconds East 378.32 feet, thence
North 64 degrees 50 minutes 30 seconds East 50.0 feet, thence
South 25 degrees 09 minutes 30 seconds East 189.65 feet

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STREET ADDRESS: 3411 PALMWAY DRIVE, EASTWOOD COUNTRY CLUB, FLORIDA
MAILING ADDRESS: POST OFFICE BOX 10347, TALLAHASSEE, FLORIDA 32311 • 904/874-4795

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to a point lying on a curve concave to the Southwaly, thence from a tangent bearing of North 88 degrees 01 minute 36 seconds East run Southeasterly along said curve with a radius of 191.30 feet, through a central angle of 42 degrees 23 minutes 40 seconds, for an arc distance of 141.56 feet, thence

North 52 degrees 35 minutes 30 seconds East 142.44 feet, thence
South 39 degrees 55 minutes 10 seconds East 718.91 feet, thence
South 11 degrees 53 minutes 20 seconds West 194.16 feet, thence
South 51 degrees 43 minutes 30 seconds West 573.17 feet, thence
South 60 degrees 27 minutes 40 seconds West 517.23 feet, thence
South 42 degrees 36 minutes 30 seconds West 339.71 feet, thence
South 45 degrees 44 minutes 40 seconds East 272.26 feet, thence
North 34 degrees 17 minutes 10 seconds East 133.14 feet, thence
North 60 degrees 56 minutes 40 seconds East 926.61 feet, thence
North 48 degrees 48 minutes 50 seconds East 531.51 feet, thence

East 255.0 feet, thence

South 34 degrees 59 minutes 30 seconds East 183.10 feet, thence
South 68 degrees 17 minutes 20 seconds East 581.23 feet, thence

East 200.0 feet, thence

South 56 degrees 31 minutes 40 seconds East 153.28 feet, thence
North 86 degrees 50 minutes 08 seconds East 134.62 feet, thence
South 68 degrees 31 minutes 58 seconds East 112.61 feet, thence
North 51 degrees 44 minutes 10 seconds East 219.00 feet, thence
North 46 degrees 20 minutes 48 seconds West 174.27 feet, thence
North 15 degrees 12 minutes 24 seconds West 114.06 feet,

to the boundary of Killlearn Estates Unit No. 26 recorded in Plat Book 9, Page 19 of the Public Records of Leon County, Florida, thence along said boundary as follows:

North 68 degrees 42 minutes 56 seconds West 151.02 feet, thence
North 82 degrees 14 minutes 06 seconds West 570.57 feet, thence
North 49 degrees 53 minutes 28 seconds West 128.91 feet, thence
North 31 degrees 32 minutes 04 seconds West 152.97 feet, thence
North 68 degrees 51 minutes 18 seconds West 394.39 feet, thence
North 23 degrees 37 minutes 04 seconds West 136.58 feet, thence
North 23 degrees 10 minutes 36 seconds West 661.02 feet, thence
North 37 degrees 45 minutes 52 seconds East 100.00 feet, thence
South 53 degrees 44 minutes 41 seconds East 1070.17 feet, thence
North 80 degrees 23 minutes 52 seconds East 137.34 feet, thence

leaving said boundary run:

North 06 degrees 47 minutes 20 seconds West 259.83 feet, thence

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North 68 degrees 53 minutes 48 seconds West 295.25 feet, thence
North 55 degrees 03 minutes 15 seconds West 413.09 feet, thence
North 53 degrees 49 minutes 44 seconds West 442.27 feet, thence
North 49 degrees 10 minutes 09 seconds West 354.75 feet, thence
North 07 degrees 09 minutes 27 seconds East 395.50 feet, thence
South 65 degrees 12 minutes 25 seconds East 367.96 feet, thence
North 87 degrees 28 minutes 16 seconds East 489.05 feet, thence
North 77 degrees 17 minutes 22 seconds East 419.56 feet, thence
South 09 degrees 22 minutes 38 seconds East 236.98 feet, thence
North 70 degrees 05 minutes 46 seconds East 308.42 feet, thence
North 84 degrees 43 minutes 08 seconds East 597.54 feet, thence
North 28 degrees 57 minutes 45 seconds East 687.55 feet, thence
North 72 degrees 59 minutes 12 seconds East 188.98 feet, thence
South 24 degrees 12 minutes 24 seconds East 317.41 feet, thence
South 18 degrees 06 minutes 52 seconds East 265.04 feet, thence
South 09 degrees 00 minutes 15 seconds East 264.08 feet, thence
South 39 degrees 22 minutes 20 seconds East 184.02 feet

to the Westerly boundary of said Killearn Estates Unit No. 26, thence
North 50 degrees 37 minutes 40 seconds East 47.61 feet, thence North 05
degrees 47 minutes 28 seconds East 329.00 feet, thence leaving said
Westerly boundary run North 06 degrees 07 minutes 04 seconds West along
the Westerly boundary of Kimbarton Unit 2 recorded in Plat Book 9, Page
20 of the Public Records of Leon County, Florida, and the projection
thereof 331.93 feet, thence

North 09 degrees 32 minutes 49 seconds West 115.70 feet, thence
North 28 degrees 49 minutes 37 seconds West 568.97 feet, thence
North 64 degrees 32 minutes 58 seconds West 220.03 feet, thence
South 38 degrees 18 minutes 07 seconds West 969.60 feet, thence
South 83 degrees 25 minutes 05 seconds West 654.31 feet, thence
North 87 degrees 07 minutes 35 seconds West 946.05 feet, thence
North 61 degrees 51 minutes 56 seconds West 408.39 feet, thence
North 16 degrees 10 minutes 39 seconds East 305.08 feet, thence
South 83 degrees 09 minutes 26 seconds East 100.72 feet, thence
North 08 degrees 11 minutes 16 seconds East 140.43 feet, thence
North 15 degrees 22 minutes 28 seconds West 324.84 feet, thence
South 87 degrees 46 minutes 37 seconds East 100.00 feet, thence
North 13 degrees 45 minutes 57 seconds West 380.0 feet, thence
North 70 degrees 59 minutes 47 seconds West 558.97 feet, thence
South 65 degrees 56 minutes 20 seconds West 229.07 feet, thence
North 88 degrees 40 minutes 20 seconds West 20.56 feet, thence
South 31 degrees 31 minutes 47 seconds West 193.04 feet

to a point on a curve concave to the Easterly, thence from a tangent
bearing of South 15 degrees 00 minutes 40 seconds West run Southerly
along said curve with a radius of 300.00 feet, through a central angle of
36 degrees 48 minutes, for an arc distance of 192.68 feet, thence

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KILLLEARN GOLF AND COUNTRY CLUB
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081264(0987

South 28 degrees 01 minute 37 seconds West 304.16 feet, thence
South 33 degrees 07 minutes 12 seconds West 202.38 feet, thence
South 77 degrees 20 minutes 36 seconds West 73.51 feet, thence
North 05 degrees 20 minutes 22 seconds East 172.38 feet

to a point of curve to the left, thence along said curve with a radius of 128.55 feet, through a central angle of 57 degrees 08 minutes 19 seconds, for an arc distance of 128.20 feet, thence North 51 degrees 47 minutes 57 seconds West 120.00 feet to a point of curve to the right, thence along said curve with a radius of 30.00 feet, through a central angle of 90 degrees, for an arc distance of 47.12 feet to the Southeasterly right of way boundary of Shamrock West, thence South 38 degrees 12 minutes 03 seconds West along said right of way boundary 120.0 feet to a point on a curve concave to the Southerly, thence from a tangent bearing of North 38 degrees 12 minutes 03 seconds East run Northeastly and Southeasterly along said curve with a radius of 30.00 feet, through a central angle of 90 degrees, for an arc distance of 47.12 feet, thence

South 51 degrees 47 minutes 57 seconds East 100.0 feet, thence
South 02 degrees 47 minutes 30 seconds East 385.82 feet, thence
South 33 degrees 06 minutes 40 seconds East 249.15 feet, thence
North 85 degrees 42 minutes 41 seconds East 16.86 feet, thence
South 05 degrees 57 minutes 13 seconds East 118.12 feet, thence

to a point of curve to the right, thence along said curve with a radius of 138.79 feet, through a central angle of 44 degrees 01 minute 19 seconds, for an arc distance of 106.64 feet, thence South 38 degrees 04 minutes 06 seconds West 148.88 feet to a point of curve to the left, thence along said curve with a radius of 148.06 feet, through a central angle of 34 degrees 33 minutes 10 seconds, for an arc distance of 140.97 feet, thence South 16 degrees 29 minutes 04 seconds East 52.32 feet to a point of curve to the left, thence along said curve with a radius of 137.44 feet, through a central angle of 38 degrees 13 minutes 20 seconds, for an arc distance of 91.69 feet, thence

South 50 degrees 42 minutes 24 seconds East 74.78 feet, thence
South 38 degrees 27 minutes 06 seconds West 245.08 feet, thence
South 67 degrees 10 minutes 24 seconds West 372.25 feet, thence
North 06 degrees 07 minutes 18 seconds West 136.90 feet, thence
North 18 degrees 23 minutes 07 seconds West 634.17 feet, thence
North 09 degrees 18 minutes 57 seconds West 163.33 feet, thence
North 75 degrees 57 minutes 40 seconds West 105.46 feet

to the POINT OF BEGINNING, containing 184.67 acres, more or less.

http://tlcinter.leoncountyfl.gov/arcgisjobs/geoprocessingservices/exportpdf_gpserver/jf08e2810cc9a43a7aaf25abe46b52255/scratch/Map.pdf

