

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (this “Contract”) is made this ____ of _____, 2025 by and between the **CITY OF LAUDERHILL COMMUNITY REDEVELOPMENT AGENCY** (“Buyer” or “CRA”) and **1883 PROPERTY, LLC, a Florida limited liability company**, whose business address is 3101 North Federal Highway, Suite 502, Oakland Park, Florida 33306 (“Seller”).

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Sale and Purchase.

The Seller hereby agrees to sell to the Buyer and the Buyer hereby agrees to purchase the real property located at 1883 NW 38th Avenue, Lauderhill, Florida 33311, Parcel ID #: 4942-3125-0023, hereinafter described for the purchase price and upon the terms and conditions set forth in this Contract.

2. Property.

The Property being purchased and sold is identified as the real property located at 1883 NW 38th Avenue, Lauderhill, Florida, 33311; Parcel ID# 4942-3125-0023 in the City of Lauderhill, Broward County, Florida, more particularly described on Exhibit “A” attached hereto, together with all improvements, easements, tenements, and appurtenances belonging thereto (the “Property”) subject to the terms of this Contract. The Buyer reserves the right to raise objections to the survey during the Inspection Period. The Property is further deemed to include all existing land use entitlements, governmental permits and allocations, and other such governmental and agency agreements and approvals. The Property will be acquired from Seller free and clear of all liens in order for Buyer to use for municipal purposes. Notwithstanding the foregoing, the City agrees to waive liens imposed by the City.

3. Purchase Price.

The purchase price (“Purchase Price”) for the Property shall be **FOUR MILLION SEVEN HUNDRED THOUSAND AND 00/100 DOLLARS (\$4,7000.00)** payable to the Seller at Closing, subject to any deductions.

a. Initial Deposit. An initial deposit of **ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000.00)** (the “Initial Deposit”) paid by the Buyer within three (3) business days of the date of execution of this Contract by all parties which Escrow Agent agrees to hold according to the terms of this Contract. The Escrow Agent shall be Jennifer Levin, P.A., 19380 Collins Avenue, Suite 1120, Sunny Isles Beach, Florida 33160, Special Counsel to Ottinot Law, P.A. with offices located at 5944 Coral Ridge Drive, PM #201, Coral Springs, Florida 33076 (the “Escrow Agent”). The Initial Deposit shall be applied to the Purchase Price at Closing.

b. Second Deposit. Upon the expiration of the Inspection Period, Buyer shall pay to the Escrow Agent within three (3) business days, a Second Deposit in the amount of **FIFTY THOUSAND DOLLARS (\$50,000.00)** (the “Second Deposit”). The failure to tender the Second

Deposit shall result in the Seller having the right to terminate this Contract. As provided below, the Initial Deposit and the Second Deposit shall be refunded to Buyer if Buyer terminates this Contract prior to expiration of Inspection Period or Seller fails to cure title defects.

4. Inspection Period.

The Buyer shall have a period of forty-five (45) calendar days from the Effective Date of this Contract (the "Inspection Period") to determine, in its sole discretion, whether the Property is suitable for the Buyer's intended use. With at least 24 hours advanced notice, Buyer shall have the right to enter upon the Property to make all inspections of the condition of the Property which it may deem necessary, including, but not limited to, soil borings, percolation tests, engineering, environmental and topographical studies, inspections of zoning and the availability of utilities, all of which inspections shall be undertaken at Buyer's sole cost and expense. Buyer shall comply with Seller's safety rules and protocols with regard to any access or inspection of the Property. After completing its inspection of the Property, should Buyer terminate the Contract as provided in this Section 4, Buyer shall, at its sole cost and expense, repair and replace any damage it has caused to the Property, and provide Seller with copies of all of Buyer's reports, including without limitation, its engineering, environmental, zoning, and topographical reports and studies Buyer shall indemnify and hold the Seller harmless from any losses, damages, costs, claims and expenses of any nature, including, without limitation, attorneys' fees and costs at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer on the Property. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. Prior to the expiration of the Inspection Period, Buyer shall provide written Notice of its decision to accept the Property in its "AS IS WHERE IS" condition, or its decision that the Property is unsuitable for its intended purpose and it is terminating the Contract. Upon termination of the Contract, Buyer shall be entitled to a return of Initial Deposit and Second Deposit (if paid). Notwithstanding the Buyer's right to enter the Property for inspections, prior to engaging in any inspection, Buyer shall first provide two (2) business days written notice to Seller of the proposed testing and receive Seller's authorization to proceed. Buyer acknowledges and agrees that the Property is currently in operation and that the use, operations, and activities on the Property shall not be disturbed or interfered with during the course of any inspections or access to the Property. Buyer shall take all reasonable steps to minimize any interference or disturbance to the use, operations, and activities on the Property. If Buyer does not timely notify Seller of its election to terminate this Contract on or before the end of the Inspection Period in writing, then Buyer shall be conclusively deemed to have elected to proceed with the transaction contemplated herein, Buyer shall pay the Second Deposit as provided above and the Initial Deposit and Second Deposit shall be deemed fully earned by Seller and nonrefundable to Buyer except in the event of Seller's default or as may be otherwise provided hereunder, and Buyer shall be obligated to close this transaction subject to the terms and conditions of this Contract.

5. Effective Date of Contract.

The effective date of this Contract (the "Effective Date") shall be the date when the contract is executed by the Buyer.

6. Title Evidence.

Within twenty (20) days of the Effective Date, Buyer shall, at Buyer's expense, obtain a title insurance commitment (the "Commitment") for the Property to be issued by a major title

insurance company, wherein the title insurance company agrees to issue an ALTA 2021 owner's policy of title insurance in the full amount of the Purchase Price, insuring title to the Property subject only to the Permitted Exceptions as set forth below. If the title insurance commitment shows any exceptions to the title unacceptable to Buyer, then Buyer shall provide written notice to the Seller within fifteen (15) days specifying such exceptions. If Seller chooses in its sole discretion not to correct the title objections, Buyer shall waive such exceptions and proceed under the terms and conditions of this Contract, or, terminate this Contract and receive a return of the Initial Deposit and Second Deposit, if therefore paid. If Buyer elects to accept the title subject to the matters disclosed in the title commitment, the exceptions shall be known thereafter as the "Permitted Exceptions."

7. Closing Date.

The closing date shall be no later than thirty (30) days after the expiration of the Inspection Period.

a. Place of Closing. Neither Seller nor Buyer are required to attend a formal settlement Closing or Closing may occur in Broward County, Florida at the City Hall of the City of Lauderhill 5581 West Oakland Park Blvd, Lauderhill, Florida 33313.

b. Seller's Obligation at Closing. Seller shall execute and deliver a Warranty Deed conveying title to the property subject to the Permitted Exceptions and in conformance with the terms and conditions of this Contract, which deed shall be in form acceptable to the title insurance company for the purpose of issuing its title insurance policy pursuant to the Commitment described in paragraph 6.

c. Buyer's Obligation at Closing. Buyer shall cause the balance of the Purchase Price to be paid to Seller by bank wire transfer or other immediately available funds. Buyer shall also execute and deliver to Seller a copy of a Closing Statement showing the computation of the funds payable to Seller pursuant to this Contract.

8. Contingencies.

Seller and Buyer's obligations under the Contract are contingent upon the following:

- a. The Lauderhill CRA Board approving an increase in the Purchase Price from \$4,250,000.00 to \$4,700,000.00 and the other provisions of the Contract for the Sale and Purchase of the Property.

Buyer shall seek to obtain the increase in the Purchase Price and other approval of this Contract by the Lauderhill CRA Board prior to the expiration of the Inspection Period. Prior to the expiration of the Inspection Period, Buyer shall provide written Notice of the approval by the Lauderhill CRA Board, or the disapproval by the Lauderhill CRA Board and it is terminating the Contract. Upon termination of the Contract, Buyer shall be entitled to a return of Initial Deposit and Second Deposit (if paid). If Buyer does not timely notify Seller of its election to terminate this Contract on or before the end of the Inspection Period, then Buyer shall be conclusively deemed to have elected to proceed with the transaction contemplated herein, Buyer shall pay the Second Deposit

as provided above and the Initial Deposit and Second Deposit shall be deemed fully earned by Seller and nonrefundable to Buyer, and Buyer shall be obligated to close this transaction subject to the terms and conditions of this Contract.

9. Conditions Precedent to Closing.

The obligations of Buyer to pay the Purchase Price, and to perform Buyer's other obligations at the Closing are and shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date:

- a. Seller shall have delivered Seller's executed closing documents to Escrow Agent.
- b. Title to the Property shall be free of all encumbrances other than the Permitted Exceptions and the Property shall be free of violations of record of any applicable law.
- c. The title company shall be able to deliver at Closing an ALTA Owner's Title Insurance Policy 2021 ("**Title Policy**") insuring Buyer's right, title and interest in the Property in the amount of the Purchase Price, excepting no matters other than the Permitted Exceptions.
- d. All of the representations and warranties of Seller contained in this Contract shall have been true and correct when made, and shall be true and correct on the Closing Date with the same effect as if made on and as of such date.

10. Expenses.

At Closing, Seller shall pay for the cost of the state Documentary Stamps and surtax or other taxes (if any) on the warranty deed or otherwise required to transfer and record the deed, and any and all other costs and expenses of obtaining all title corrective instruments (if any). Buyer shall pay the cost of all title search fees, or other costs pertaining to the title insurance commitment and the title insurance premium on the owner's title insurance policy to be issued to Buyer pursuant to the Commitment in an amount equal to the Purchase Price. Buyer shall also pay all expenses associated with the inspection, the survey, municipal lien searches and all costs associated with any related loan closing, if any. Each party shall be responsible for their respective attorneys, professional fees, and other costs associated with the transaction. Each party shall pay to the settlement agent reasonable costs of its closing services rendered and all wire fees, if any.

11. Prorations.

As Buyer is a tax-exempt entity, if Closing occurs between January 1 and November 1, pursuant to Section 196.295, Florida Statutes, Seller shall be required to place funds in escrow with the Broward County Tax Collector in lieu of providing a credit to Buyer at Closing and as otherwise required by said statute and the tax collector. The Tax Collector provides the prorated amounts.

12. Seller's Cooperation.

The Seller agrees to reasonably cooperate (at no cost to Seller) with the Buyer in the Buyer's effort to obtain necessary inspections of the Property.

13. Sellers's Representations; Condition of the Property.

Seller represents and warrants to the best of Seller's knowledge that all of the following are true and correct:

(a) Seller has not received written notice from any governmental entity alleging that Seller has violated any environmental laws with respect to the Property.

(b) Seller has not received any written notice of any actual violation or proceeding by any organization or person with respect to the Property.

(c) Seller has full power and authority to enter into this Contract and to assume and perform all of its obligations hereunder.

(d) The execution and delivery of this Contract and the consummation of the transaction contemplated hereunder on the part of the Seller do not and will not violate the limited liability company, operating agreement, or organizational documents of Seller and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the Seller is a party.

All of the representations, warranties and covenants of Seller contained in this Contract or in any other document, delivered to Buyer in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time.

Notwithstanding anything contained herein, Seller makes and shall make no warranty regarding the title to the Property except as to any warranties which will be contained in the instruments to be delivered by Seller at Closing in accordance with this Contract, and Seller makes and shall make no representation or warranty either expressed or implied regarding condition, operability, safety, fitness for intended purpose, use, governmental requirements, development potential, utility availability, legal access, economic feasibility or any other matters whatsoever with respect to the Property. The Buyer specifically acknowledges and agrees that Seller shall sell and Buyer shall purchase the Property on an "AS IS, WHERE IS, AND WITH ALL FAULTS" basis and that, Buyer is not relying on any representations or warranties of any kind whatsoever, express or implied, from Seller its agents, officers, or employees, as to any matters concerning the Property including, without limitation, any matters relating to (1) the quality, nature, adequacy, or physical condition of the Property, (2) the quality nature, adequacy or physical condition of soils, fill, geology, or any groundwater, (3) the existence, quality, nature, adequacy or physical condition of utilities serving the Property, (4) the development potential, income potential, expenses of the Property, (5) the Property's value, use, habitability, or merchantability, (6) the fitness, suitability, or adequacy of the Property for any particular use or purpose, (7) the zoning or other legal status of the Property, (8) the compliance of the Property or its operation with any applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, or restrictions of any governmental or quasi-governmental entity or of any other person or entity, including, without limitation, environmental person or entity, including without limitation, environmental laws, (9) the presence of Hazardous Materials (as defined herein) or any other hazardous or toxic matter on, under, or about the Property or adjoining or neighboring property, (10) the freedom of the Property from latent or apparent vices or defects, (11) peaceable possession of the Property, (12) environmental matters of any kind or nature whatsoever relating to the Property, (13)

any development order or agreement, or (14) any other matter or matters of any nature or kind whatsoever relating to the Property.

As used herein, the term “Hazardous Materials” means (i) those substances included within the definitions of “hazardous substances”, “hazardous materials”, “toxic substances” or “solid waste” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §960 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S. C. §1801 et seq., or the Clean Water Act, 33 U.S.C. §1321 et seq., as amended, and in the regulations promulgated pursuant thereto; (ii) those substances listed in the United States Department of Transportation Table (49 CFR §172.101) or by the Environmental Protection Agency as “hazardous substances”, “hazardous materials”, “toxic substances” or “solid waste”, (iii) such other substances, materials and wastes which are regulated, or classified as hazardous or toxic, under applicable local, state or federal laws, ordinances or regulations; and any material, waste or substance which is petroleum, asbestos, polychlorinated, biphenyls, flammable explosives or radioactive materials.

14. Buyer's Representations.

Buyer represents and warrants to the best of Buyer's knowledge that all of the following are true and correct:

(a) Buyer has full power and authority to enter into this Contract and to assume and perform all of its obligations hereunder.

(b) The execution and delivery of this Contract and the consummation of the transaction contemplated hereunder on the part of the Buyer do not and will not violate the corporate or organizational documents of Buyer and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the Buyer is a party.

All of the representations, warranties and covenants of Buyer contained in this Contract or in any other document, delivered to Seller in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time.

15. Assignability.

Assignment is not permitted.

16. Attorney's Fees and Costs.

In the event any litigation or other controversy arises out of this Contract, the prevailing party in such litigation or controversy shall be entitled to recover from the non-prevailing party its reasonable attorney's fees, costs and expenses.

17. Default.

a. If Buyer fails to materially perform or observe any of the covenants, restrictions, requirements and/or stipulations to be performed and/or observed by Buyer hereunder and such failure to perform or observe is not cured within thirty (30) days after written notice thereof from Seller to Buyer (or in the case of a default which cannot be cured in thirty (30) days, Buyer has failed to commence curing the default within such thirty (30) day period), then, as Seller's sole remedy, any deposits placed under this Contract shall be delivered by the Escrow Agent to the Seller as liquidated and agreed upon damages.

b. If Seller fails to materially perform or observe any of the covenants, restrictions, requirements and/or stipulations to be performed and/or observed by Seller hereunder, and such failure to perform or observe is not cured within thirty (30) days after written notice thereof from Buyer to Seller, then at the option of the Buyer, as Buyer's sole remedies, to (i) demand the refund of any Deposit placed under this Contract shall be promptly returned by the Escrow Agent to the Buyer, or (ii) seek specific performance.

18. Signs.

Upon obtaining Approvals and after the expiration of the Inspection Period and provided Buyer has not terminated this Contract, Buyer shall have the right at Buyer's expense to place and maintain reasonable signs in compliance with applicable sign ordinances and regulations on the Property to assist Buyer in the proposed use of the Property.

19. Broker Fees. The Buyer and the Seller represent to the other that there are no real estate brokers, salespeople, finders, or consultants who are or were involved in the negotiation and/or consummation of this transaction.

20. Notices.

Any notice, request, demand, instruction or other communication to be given to either party, except where required by the terms of this Contract to be delivered at the Closing, shall be in writing and shall be sent by email and by Express Mail requiring written acknowledgement of receipt as follows:

If to Buyer:

Daniel Deitchman, Manager
1883 Property, LLC
3101 North Federal Highway, Suite 502
Oakland Park, FL 33306
Email: dan@newrockre.com
Koby@newrockre.com
joshd@newrockre
Phone:

With a copy to:

Salomon V. Bagdadi, Esq.
Email: salo@capozziadler.com
Phone: 305-788-3664

If to Seller:

City of Lauderhill Community Redevelopment
Agency

Attn: Sean Henderson, CRA Executive Director
5581 W. Oakland Park Blvd
Lauderhill, FL 33313
Email: shenderson@lauderhill-fl.gov
Phone: 954-714-2184

With copies to:

City of Lauderhill
Attn: Kennie Hobbs, Jr., City Manager
5581 W. Oakland Park Blvd
Lauderhill, FL 33313
Email: KHobbs@Lauderhill-fl.gov
Phone: [954-730-3033](tel:954-730-3033)

and to:

Ottinot Law P.A.
Attn: Hans Ottinot, City Attorney
5581 W. Oakland Park Blvd
Lauderhill, Florida 33313
Email: cityattorney@Lauderhill-fl.gov
Phone: 954-730-3033

21. Time. Time is of the essence. If the time for performance of any obligation ends on a holiday or weekend, the time period shall be extended until 5 PM of the next business day.

22. Escrow Agent. Escrow Agent is authorized and agrees by acceptance thereof to promptly deposit and to hold the funds in escrow and to disburse same subject to clearance thereof in accordance with the terms and conditions of this Contract. In the event of doubt as to its duties or liabilities under the provisions of this Contract, the Escrow Agent may, in its sole discretion, continue to hold the monies which are the subject of this Contract until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all of the monies then held pursuant to this Contract with the Clerk of the Circuit Court of Broward County, Florida, which Circuit Court shall have jurisdiction over the dispute, and upon notifying all the parties concerned of such action, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any suit wherein the Escrow Agent is made a party by virtue of acting as such Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the funds held in escrow, the Escrow Agent shall be entitled to recover reasonable attorneys' fees and costs in favor of the prevailing party. All parties hereto agree that the Escrow Agent shall not be liable to any party or person whomever from misdelivery of monies subject to this escrow, unless such misdelivery shall be due to willful breach of this Contract or gross negligence on the part of Escrow Agent. Buyer

acknowledges that Escrow Agent is also acting herein as Special Counsel to Seller, and Buyer agrees to such representation.

23. Miscellaneous. This Contract shall bind and inure to the benefit of the parties and their successors in interest. There are no understandings or representations relied upon in entering into this Contract except as written herein. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it. Venue for any action concerning this Contract shall lie in Broward County, Florida. The parties waive the right to a trial by jury in any legal proceeding concerning the Contract. This Contract may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when executed and delivered, which may be via facsimile, shall be an original, but all the counterparts shall be together constitute one and the same instrument.

24. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated above:

BUYER:

CITY OF LAUDERHILL COMMUNITY
REDEVELOPMENT AGENCY

By: _____
SEAN HENDERSON, CRA Director

Signed on: _____

SELLER:

1883 PROPERTY, LLC, a Florida limited liability company

By: _____
DANIEL DEITCHMAN, Manager

Signed on: _____

ESCROW AGENT:

Accepted and Agreed to:

JENNIFER LEVIN, P.A.

By: _____
JENNIFER LEVIN, President

Signed on: _____

APPROVED AS TO FORM:

Hans Ottinot, CRA Attorney

EXHIBIT A

LEGAL DESCRIPTION

A portion of Tract "B", Industrial "100" Unit One, according to the plat thereof, as recorded in Plat Book 85 Page 3, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Tract "B", Industrial "100" Unit One, according to the plat thereof, recorded in Plat Book 85 Page 3, of the Public Records of Broward County, Florida, and run on an assumed bearing of S 89° 21' 10" W along the North line of said Tract "B" for 368.25 feet to the Point of Beginning; thence continue along the last described course S 89° 21' 10" W for 240.14 feet; thence run S 0° 58' 05" E along a line parallel to and 10 feet East of as measured at right angles to the West line of said Tract "B" for 295.00 feet; thence run N 89° 21' 10" E for 265.00 feet; thence run N 0° 58' 05" W for 270.14 feet to a point of curvature, said course being coincident with the West R/W line of N.W. 38th Avenue; thence run along a circular curve to the left and concave to the Southwest having a radius of 25.00 feet and a central angle of 89° 40' 45" for an arc distance of 39.13 feet to the Point of Beginning. Together with that part of said Tract "B" described as the North 4 feet of the Southern 30 feet of the North 325 feet of the West 271.40 feet of Tract "B", Industrial "100" Unit One, according to the plat thereof, as recorded in Plat Book 85 Page 3, of the Public Records of Broward County, Florida

TOGETHER WITH INGRESS & EGRESS EASEMENT:

A PORTION OF TRACT "B", INDUSTRIAL "100" UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 85 PAGE 3, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT "B", INDUSTRIAL "100" UNIT ONE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 85 PAGE 3, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND RUN ON AN ASSUMED BEARING OF S 89° 21' 10" W ALONG THE NORTH LINE OF SAID TRACT "B" FOR 343.39 FEET; THENCE S 00° 58' 05" E, ALONG THE NORTHERLY PROJECTION OF THE WESTERLY LINE OF THE ROAD EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 21747, PAGE 805, FOR A DISTANCE OF 279.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00° 58' 05" E ALONG SAID WESTERLY LINE OF ROAD EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 21747, PAGE 805, FOR A DISTANCE OF 15.09 FEET; THENCE RUN S 89° 21' 10" W, FOR A DISTANCE OF 3.60 FEET; THENCE RUN S 00° 58' 05" E, FOR A DISTANCE OF 4.00 FEET; THENCE RUN S 89° 21' 10" W, FOR A DISTANCE OF 271.40 FEET; THENCE RUN S 00° 58' 05" E, FOR A DISTANCE OF 26.00 FEET; THENCE RUN N 89° 21' 10" E, FOR A DISTANCE OF 281.95 FEET TO A POINT ON A CURVE, SAID CURVE BEING COINCIDENT WITH THE WEST R/W LINE OF N.W. 38TH AVENUE; THENCE RUN ALONG A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 17° 30' 33" FOR AN ARC DISTANCE OF 45.84 FEET (HAVING A CHORD BEARING AND DISTANCE OF N 09° 43' 22" W, 45.66 FEET) TO THE POINT OF BEGINNING.

(SUBJECT TO VERIFICATION BY SURVEY TO BE OBTAINED BY BUYER)

