

STATE OF GEORGIA  
Charlton Superior Court  
Filed July 23, 2021  
11:50 A.M.  
Deed Book 212 Page 143-156  
Wendy Whitaker Lee  
Clerk

PREPARED BY AND RETURN TO:  
JOHN R. CAMPBELL, ESQ.  
RAYONIER INC.  
1 RAYONIER WAY  
WILDLIGHT, FLORIDA 32097

Charlton County Parcel No: 0109 003

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR THE REFUGE**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE REFUGE ("DECLARATION") is made this \_\_\_ day of May, 2021 by Raydient LLC, a Delaware limited liability company, whose address is 1 Rayonier Way, Wildlight, Florida 32097 (hereinafter referred to as "the DECLARANT").

RECITALS:

WHEREAS, the DECLARANT executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for The Refuge dated January 25, 2021, and recorded in the Official Records of Charlton County, Georgia at Deed Book 207, Pages 537-549 (the "Original Declaration"); and

WHEREAS, the DECLARANT desires to amend and restate the Original Declaration as more particularly set forth herein; and

WHEREAS, the DECLARANT is the owner of the real property situate, lying and being in Charlton County, Georgia, and described on that certain plat of The Refuge recorded on November 17, 2020 in the Plat Book 02020, Page 00054, of the Official Records of Charlton County, Georgia ("Plat"), which legal description is attached hereto as **Exhibit A** and by this reference made a part hereof ("PROPERTY"); and

WHEREAS, it is contemplated that the PROPERTY will be a community, known as "The Refuge", consisting of eight (8) lots, which are approximately seventeen and eight-tenths (17.8) to thirty-one and four-tenths (31.4) acres in size, as generally shown on **Exhibit B** attached hereto and made a part hereof. Each lot shall be used for either recreational, single family residential or agricultural purposes. No common areas, easements, accessways, utility, stormwater or any other improvements are made a part of this community or this DECLARATION; and

WHEREAS, the DECLARANT desires to provide for the preservation and enhancement of the property values and quality of environment in the PROPERTY and for the general health, safety and welfare of the owners of the PROPERTY and, to this end, desires to subject the PROPERTY to the covenants, conditions and restrictions hereinafter set forth, each of which shall be binding upon, and run with the title to, the PROPERTY.

NOW, THEREFORE, the DECLARANT, for itself and its successors and assigns, declares that the PROPERTY is and shall be held, transferred, sold, conveyed, mortgaged and occupied subject to the covenants, conditions and restrictions hereinafter set forth, all of which shall run with title to the PROPERTY and shall be binding on, and inure to the benefit of, all parties having any right, title or interest in the PROPERTY, and their heirs, successors, and assigns.

## ARTICLE I – INCORPORATION OF RECITALS

The above Recitals are hereby incorporated in and form a part of this DECLARATION.

## ARTICLE II – DEFINITIONS

The following words shall be defined in this DECLARATION in this manner:

2.1 “COMMERCIAL USE” shall mean and be limited to use of any IMPROVEMENT on the PROPERTY or TRACT within the PROPERTY as a home office and/or for telecommuting work.

2.2 “IMPROVEMENTS” shall mean all man made things, objects, or structures constructed on, above, or below, any TRACT of the PROPERTY, including, without limitation, all buildings, parking surfaces, driveways, fences, screens, landscaping, utility services, grading, fill, excavation, drainage devices, and any other structures and features.

2.3 INTENTIONALLY DELETED

2.4 “OWNER” or “OWNERS” shall mean the legal title holder of record of any TRACT (including the DECLARANT), to include any natural person or legal person holding title as trustee, the heirs, legal representatives, successors, or assigns of any OWNER; and all other persons acquiring or succeeding to the title from the DECLARANT hereafter by sale, grant, will, lease, foreclosure, execution, or any other legal manner of transfer of any interest therein.

2.5 “PROPERTY” shall mean the approximate 203.8 acres of land situate in Charlton County, Georgia, and as is more particularly described on **Exhibit A** and is depicted on **Exhibit B**, both, attached hereto and which has been designated and named herein as “The Refuge”.

2.6 “TRACT” or “TRACTS” shall mean those lots, parcels or tracts within the PROPERTY, and as is more particularly described on **Exhibit A** hereto.

2.7 “RESIDENTIAL USE” shall mean used for one or more single-family home(s). For avoidance of doubt, Residential Use does not include multi-family occupancy or institutional property.

2.8 “RECREATIONAL USE” shall mean recreational activities, including, but not limited to, swimming, fishing and wildlife viewing or similar recreational activities permissible in accordance with any and all applicable laws, ordinances and regulations.

2.9 “AGRICULTURAL USE” shall mean the cultivation of food crops, silviculture or livestock, and other ancillary uses thereto, including the marketing of agricultural products

produced on the PROPERTY in compliance with any and all applicable laws, ordinances and regulations.

2.10 “MOBILE HOME” shall mean manufactured home, mobile home, modular home and house trailer.

2.11 “DWELLING UNIT” shall mean a self-contained unit of accommodation used for a RESIDENTIAL USE.

### **ARTICLE III – PURPOSE**

The purpose of this DECLARATION is to impose the COVENANTS set forth herein on the PROPERTY and TRACTS within the PROPERTY to provide for and encourage the orderly development of the PROPERTY and TRACTS within the PROPERTY by and through a common scheme of development.

### **ARTICLE IV – USES AND RESTRICTIVE COVENANTS**

The DECLARANT hereby declares that any and all construction of any IMPROVEMENT on the PROPERTY or on the TRACTS within the PROPERTY and any use of the PROPERTY hereafter shall be subject to these COVENANTS and comply in the following manner to wit:

4.1 Permitted Use: The PROPERTY and any TRACT within the PROPERTY shall be used solely for RESIDENTIAL, RECREATIONAL or AGRICULTURAL USES or a combination of said uses; provided, however COMMERCIAL USE shall be allowed upon prior written approval of the DECLARANT. No use authorization herein contained or subsequently granted by DECLARANT shall be deemed a representation or warranty by DECLARANT that such uses are permitted under applicable zoning or other governmental ordinances.

4.2 Mobile Homes: No MOBILE HOME will be permitted on any TRACT.

4.3 Dwelling Units: No more than two (2) DWELLING UNITS shall be on any TRACT.

4.4 Traditional Homes: Single family residences shall have a minimum of 800 square feet exclusive of carports, porches and garages, and shall be completed within one (1) year of the date of issuance of the building permit by Charlton County.

4.5 Temporary Structures: Temporary IMPROVEMENTS shall be allowed only during a period of active construction on a TRACT and shall not exist on site longer than twelve (12) continuous months.

4.6 Setbacks: The minimum setback of any building, including, but not limited to, houses, barns, sheds, etc., shall be one hundred fifty feet (150’) from the front, twenty-five feet (25’) from the rear, and fifty feet (50’) from the side lines of a TRACT or in accordance with the applicable zoning regulations of Charlton County, Georgia should such minimum setbacks established by the County be more restrictive than those stated herein.

4.7 Maintenance Standards: Each OWNER shall keep all IMPROVEMENTS on any TRACT in a reasonably safe, clean, maintained, neat condition and shall comply in all material respects with governmental statutes, ordinances, regulations and all health, police and fire protection requirements. No IMPROVEMENT on any TRACT shall be permitted by the OWNER of such TRACT to fall into disrepair, and each IMPROVEMENT shall at all times be kept in good condition and repair, properly maintained and adequately painted or otherwise finished.

4.8 Fencing: Each OWNER may install fencing around the perimeter boundary line of each TRACT and may place fencing at other locations within each TRACT. Each OWNER is encouraged but not required to use the fencing specifications attached hereto as **Exhibit C** and made a part hereof for addition to existing board fencing.

4.9 Waste Storage and Removal: Rubbish, trash, garbage or other waste shall be kept only in sanitary containers located upon a TRACT and screened from public view and in accordance with any applicable ordinances and land use regulations of Charlton County, Georgia. Rubbish and trash shall not be permitted to accumulate or be disposed of on the PROPERTY by burning or burial.

4.10 Nuisance Prohibition: No noxious or offensive noise, or odors, or other activities shall be conducted on any TRACT, nor shall any activity be conducted or placed thereon which shall become a nuisance, or unreasonable embarrassment, or a disturbance or annoyance to persons in their enjoyment of any TRACT within the PROPERTY.

4.11 Sign Easement: The DECLARANT has installed or will install a community sign on Lot 1 (said Lot, as depicted on **Exhibit B**) and hereby reserves to itself an easement for the sign, and access easement for ingress and egress to and from the sign ("SIGN EASEMENT"), as described on **Exhibit D** and as depicted on **Exhibit E**, both made a part hereof. DECLARANT shall have the right, but not the obligation or affirmative duty, to maintain, replace, or repair the sign in DECLARANT's sole and absolute discretion. The sign shall remain in place for the duration of this Declaration and may not be removed or modified by any OWNER without prior written consent of DECLARANT. The SIGN EASEMENT shall run with title to Lot 1.

4.12 Mining Prohibition: No mining or excavation shall be permitted on the PROPERTY; provided, however, this covenant shall not prohibit any excavation necessary for or incidental to construction of any improvements permitted in this DECLARATION.

## ARTICLE V - NOTICES

Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to DECLARANT shall be (a) in writing, and (b) deemed to have been provided (i) on the second business day after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or (ii) on the next business day after being deposited (in time for delivery by such service on such business day) with Federal Express or another reputable national courier service, or (iii) (if such party's receipt thereof is acknowledged in writing) on being given by hand or other actual delivery to such party, or (iv) when actually received when a copy thereof has been sent by facsimile transmission (with a required copy to be

delivered by any other manner provided in this Section). The notice address of the DECLARANT shall be:

DECLARANT: Raydient LLC  
Attention: CCR Manager  
1 Rayonier Way  
Wildlight, FL 32097

WITH A COPY TO: Rayonier Inc.  
Attention: Legal Department  
1 Rayonier Way  
Wildlight, FL 32097

## ARTICLE VI - MISCELLANEOUS PROVISIONS

6.1 Enforcement: Each OWNER shall strictly comply with all the terms and conditions and provisions of this DECLARATION. Any OWNER may enforce these COVENANTS against any other OWNER or tenant in violation in a court of competent jurisdiction only in Charlton County, Georgia, by injunction, specific performance, money judgment, or any other appropriate legal or equitable remedy. Each OWNER specifically acknowledges that, if any OWNER or tenant violates any of these COVENANTS, the other OWNERS will not have an adequate remedy at law and that these COVENANTS may be enforced by injunctive relief, including by a temporary or preliminary injunction and a temporary restraining order, if necessary.

6.2 Recovery: If any OWNER seeks to enforce or defend any of these COVENANTS, then the prevailing party shall be entitled to recover, in addition to the legal or equitable claim or defense, all court costs, reasonable attorney's fees and other expenses which are reasonably necessary to enforce these COVENANTS, including the cost of any bond premiums for injunctive relief.

6.3 No Waiver: Any delay, omission or other failure to promptly enforce any of the COVENANTS, however long continued, shall not be deemed acquiescence therein nor a waiver, abandonment or termination of any right, or otherwise bar enforcement at a later date as to the same breach or violation, or as to any other breach or violation hereof occurring prior to or subsequent thereto.

6.4 Invalidation: The invalidation of any single COVENANT (or any part thereof) by a court of competent jurisdiction shall not affect the validity of any other COVENANT which shall remain in full force and effect. The breach of any COVENANT shall not defeat or render invalid the lien of any mortgage made in good faith and for value prior to the date of this DECLARATION, but all COVENANTS shall be binding upon and effective against any mortgagee or person whose title is or was acquired by foreclosure or otherwise.

6.5 Term: These COVENANTS shall be in full force and effect until December 31, 2040 at which time these COVENANTS shall be automatically extended for successive terms of ten years each; UNLESS within the two year period preceding the expiration of these COVENANTS (or, if applicable, any successive term) an instrument which terminates these COVENANTS is signed by

OWNERS that own more than fifty percent of the TRACTS in the PROPERTY, along with written joinder and consent by all mortgagees, and recorded in the appropriate records of Charlton County, Georgia. For avoidance of doubt, the foregoing simple-majority percentage is intended to reflect a proportion based on the total number of TRACTS within the PROPERTY, not an acreage proportion.

6.6 Amendment:

6.6.1 Amendment by DECLARANT: The DECLARANT, as long as DECLARANT owns a TRACT, reserves and shall have the sole right to (a) amend this DECLARATION for the purpose of curing any ambiguity or any inconsistency between the provisions contained herein; (b) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any TRACT which do not lower the standards of the covenants and restrictions herein contained; (c) release any TRACT from any part of the covenants and restrictions contained herein which have been violated if the DECLARANT, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) amend this DECLARATION without vote or consent of the OWNERS in any manner which does not adversely affect the substantive rights of an existing OWNER or mortgagee; and (e) amend this DECLARATION for the purpose of adding other property to be included within the scope of this DECLARATION. The foregoing amendments may be made without the joinder or approval of any OWNER.

6.6.2 Amendment by OWNERS: Provided DECLARANT no longer owns any TRACT in the PROPERTY, these COVENANTS may be amended, or modified or changed only if an instrument is signed by OWNERS that own more than sixty percent of the TRACTS in the PROPERTY, and recorded in the appropriate records of Charlton County, Georgia. For avoidance of doubt, the foregoing super-majority percentage is intended to reflect a proportion based on the total number of TRACTS within the PROPERTY, not an acreage proportion.

6.7 Binding Effect: These COVENANTS shall be binding upon and inure to the benefit of the present and future OWNERS, their grantees, heirs, representatives, successors and assigns, in interest or title and all persons claiming by, under or through the same, and shall be specifically enforceable, including without limit, by any present or future OWNER, his, her, its or their, grantees, heirs, representatives, successors and assigns in interest or title or any person claiming by, under or through the same.

6.8 Tax Sale: These COVENANTS are conclusively declared and deemed to enhance and preserve the value of the PROPERTY and as such they shall not be affected or terminated by the vesting of any title in any governmental unit or agency and/or in any subsequent purchaser by virtue of a tax sale for unpaid taxes or assessments.

6.9 Right to Subdivide: Once a TRACT has been purchased from DECLARANT, such parcel of land may be combined with other TRACTS, but shall not be subdivided nor shall only a portion of a TRACT be sold unless written approval is given by the DECLARANT.

6.10 Annexations/Additions: In its sole discretion, DECLARANT shall have the right and privilege to annex and make subject to this DECLARATION and the COVENANTS hereof additional immovable property contiguous to the PROPERTY. For these purposes, contiguous property shall include any property which may be separated from the other property subject to these COVENANTS by a public right-of-way (e.g. a road or street). Any such addition shall be enforceable and recognized upon the recordation of a Supplemental Declaration to this one which is recorded in the public records of Charlton County, Georgia.


*[Remainder of Page Intentionally Blank]*

**IN WITNESS WHEREOF**, the Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written:


Signed, sealed and delivered  
in the presence of:

DECLARANT:


**RAYDIENT LLC, a Delaware limited  
liability company**

  
Printed Name: Sherry Hutzler  
Unofficial Witness

By: Rayonier TRS Holdings Inc., a Delaware  
corporation  
Its: Managing Member

  
Printed Name: Crystal L. Cook  
Notary Public  
My Commission Expires: 6/11/24

By:   
Print: Mark R. Bridwell  
Its: Vice President

Attest:   
Print: John R. Campbell  
Its: Assistant Secretary

(NOTARY SEAL)





**Exhibit A – Description of the Property**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF LAND LOTS 279 & 280, FIRST LAND DISTRICT, CHARLTON COUNTY, GEORGIA (BEING A PORTION OF LANDS AS DESCRIBED IN DEED RECORDED IN DEED BOOK 140, PAGE 175, PUBLIC RECORDS OF CHARLTON COUNTY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A POINT WHERE THE EASTERLY RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY No. 121 (A 100 FOOT RIGHT-OF-WAY) INTERSECTS THE NORTHERLY LINE OF LAND LOT 280 AND FROM SAID POINT RUN THENCE SOUTH 75°-38'-14" EAST, ALONG LAST MENTIONED NORTHERLY LINE, A DISTANCE OF 388.94 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE, RUN THENCE SOUTH 75°-33'-42" EAST, ALONG LAST MENTIONED NORTHERLY LINE, A DISTANCE OF 3122.54 FEET TO A POINT FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 75°-33'-42" EAST, ALONG LAST MENTIONED NORTHERLY LINE, TO AND ALONG THE NORTHERLY LINE OF LAND LOT 279, A DISTANCE OF 3038 FEET MORE OR LESS, TO A POINT LYING ON THE BANK OF THE ST. MARYS RIVER; RUN THENCE IN A GENERAL SOUTHERLY, SOUTHEASTERLY, EASTERLY, SOUTHWESTERLY AND NORTHWESTERLY DIRECTION ALONG THE BANK OF SAID ST. MARYS RIVER, A DISTANCE OF 6573 FEET, MORE OR LESS TO A POINT; RUN THENCE SOUTH 84°-49'-07" WEST, A DISTANCE OF 171.08 FEET, MORE OR LESS TO A POINT; RUN THENCE NORTH 75°-38'-10" WEST, A DISTANCE OF 89.81 FEET TO A POINT; RUN THENCE NORTH 29°-18'-16" WEST, A DISTANCE OF 292.98 FEET TO A POINT LYING ON THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF CUTRIS E. AND ALLEN CANDIENCE (ACCORDING TO DEED RECORDED IN DEED BOOK 146, PAGE 665, PUBLIC RECORDS OF CHARLTON COUNTY); RUN THENCE NORTH 16°-00'-15" EAST, ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 26.03 FEET TO A POINT LYING ON THE SOUTHWESTERLY LINE OF THE EMEAS EMMIE BAPTIST CHURCH (ACCORDING TO DEED RECORDED IN DEED BOOK "U", PAGE 523, PUBLIC RECORDS OF CHARLTON COUNTY); RUN THENCE SOUTH 55°-53'-42" EAST, ALONG LAST MENTIONED SOUTHWESTERLY LINE, A DISTANCE OF 19.31 FEET TO THE SOUTHERNMOST CORNER THEREOF; RUN THENCE NORTH 15°-51'-10" EAST, ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 402.87 FEET TO THE EASTERNMOST CORNER THEREOF; RUN THENCE NORTH 65°-33'-58" WEST, ALONG THE NORTHEASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 358.10 FEET TO THE EASTERNMOST CORNER OF THE AFOREMENTIONED LANDS OF CANDIENCE; RUN THENCE NORTH 57°-36'-45" WEST ALONG THE NORTHEASTERLY LINE OF LAST MENTIONED LANDS, TO AND ALONG THE NORTHEASTERLY LINE OF LANDS NOW OR FORMERLY OF ASHLEY L. STIVENDER (ACCORDING TO DEED RECORDED IN DEED BOOK 179, PAGE 203, PUBLIC RECORDS OF CHARLTON COUNTY) AND LANDS NOW OR FORMERLY OF DOROTHEY L. BESSANT (ACCORDING TO DEED RECORDED IN DEED BOOK 43, PAGE 129, PUBLIC RECORDS OF CHARLTON COUNTY), A DISTANCE OF 511.77 FEET TO A

POINT WHERE THE NORTHEASTERLY LINE OF SAID LANDS OF BESSENT INTERSECTS THE NORTEASTERLY RIGHT-OF-WAY LINE OF EMMAUS CHURCH ROAD (A 33 FOOT RIGHT-OF-WAY BY USAGE AND COUNTY MAINTENANCE); RUN THENCE NORTH  $51^{\circ}-10'-49''$  WEST, ALONG LAST MENTIONED NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 563.57 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED NORTHEASTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 328.59 FEET, A CHORD DISTANCE OF 233.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH  $30^{\circ}-21'-09''$  WEST; RUN THENCE NORTH  $09^{\circ}-31'-30''$  WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID EMMAUS CHURCH ROAD; A DISTANCE OF 1178.60 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED EASTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 3145.81 FEET, A CHORD DISTANCE OF 319.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH  $12^{\circ}-26'-12''$  WEST; RUN THENCE NORTH  $15^{\circ}-20'-54''$  WEST, ALONG LAST MENTIONED EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1538.62 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID EMMAUS CHURCH ROAD; SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 256.00 FEET, A CHORD DISTANCE OF 118.98 FEET TO THE POINT OF BEGINNING, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH  $28^{\circ}-47'-07''$  WEST.

THE LAND THUS DESCRIBED CONTAINS 203.8 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD WHICH MAY LIE WITHIN

# Exhibit B – Survey of the Property

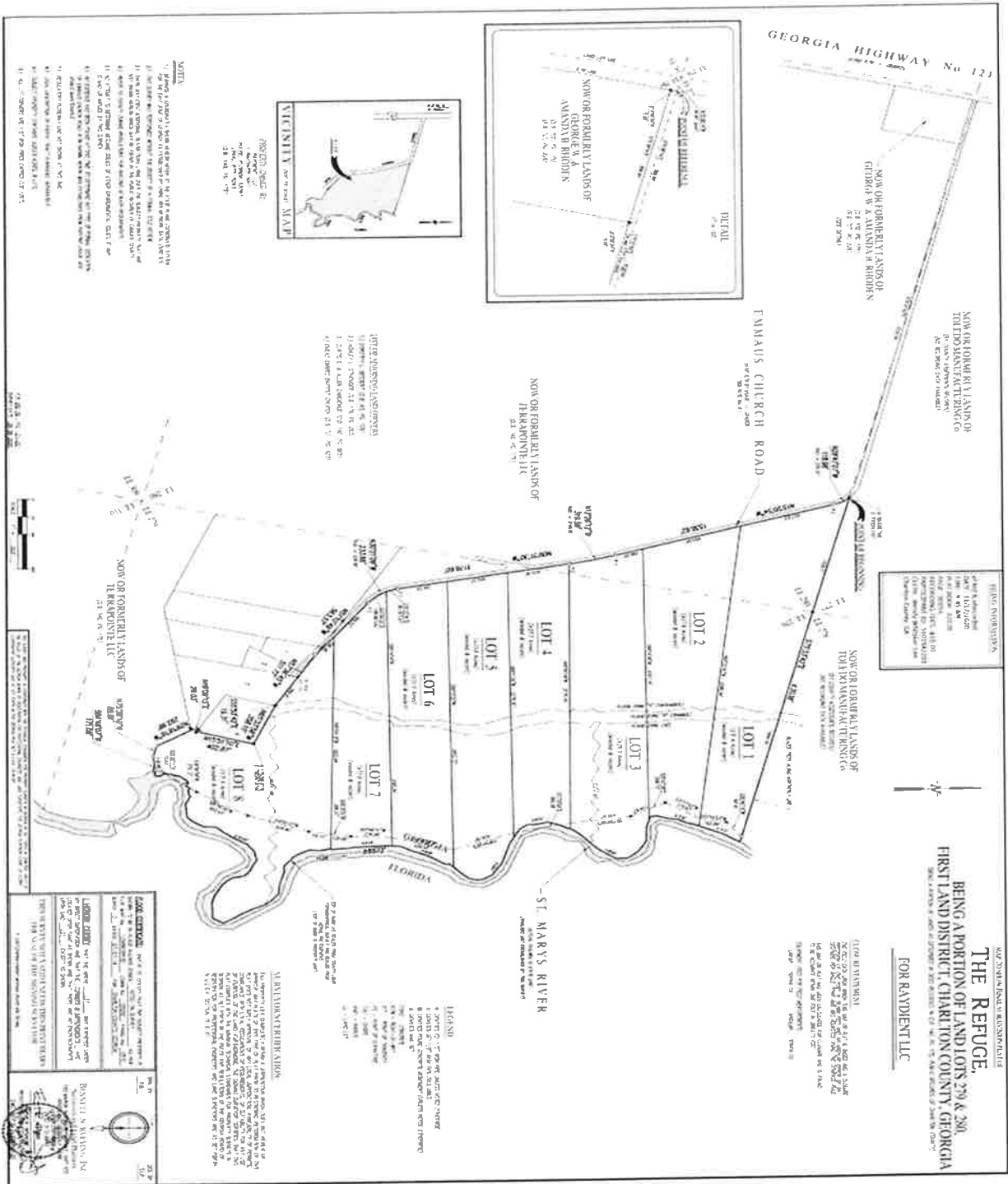
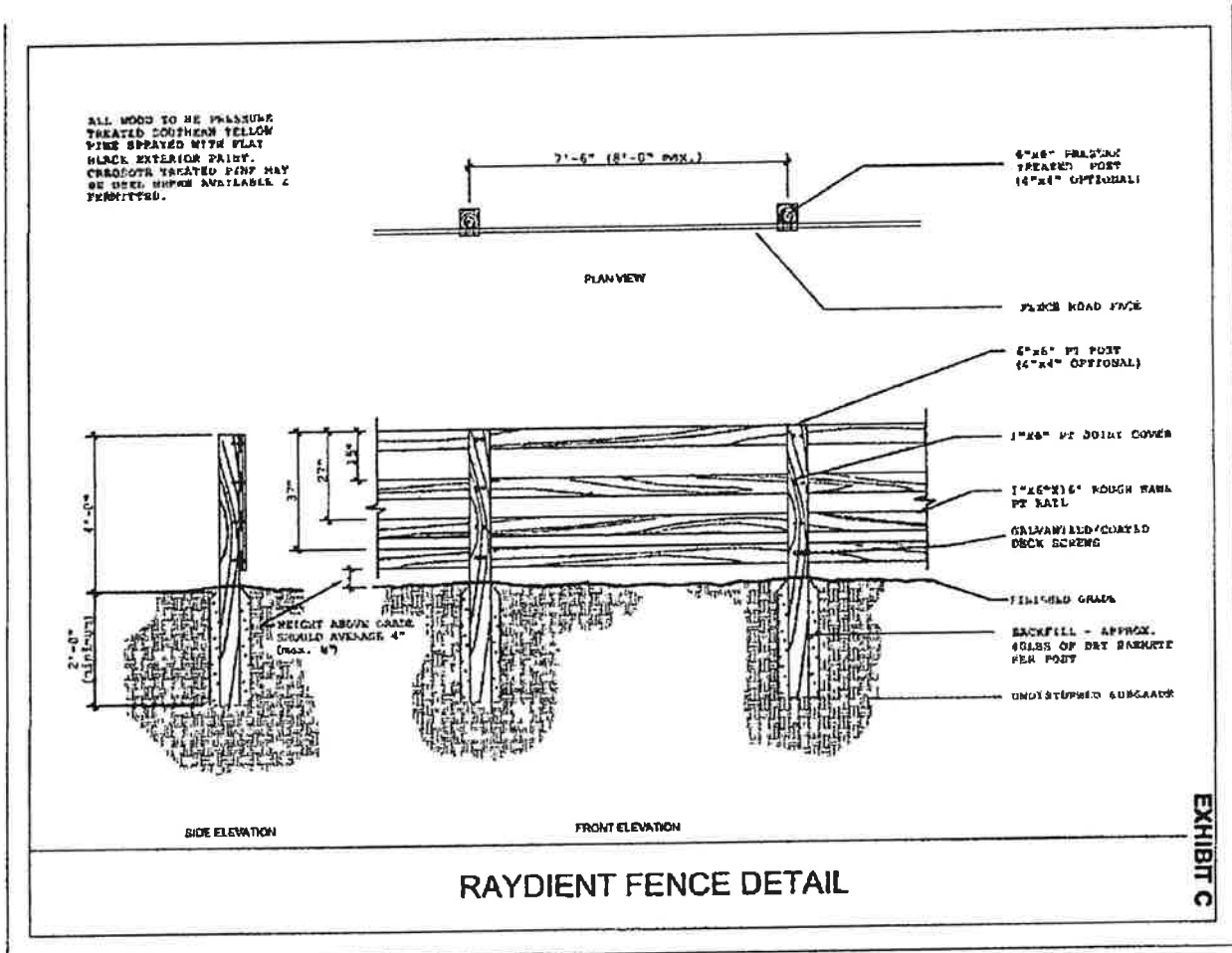


Exhibit B

## Exhibit C – Fence Specifications



**Exhibit D - Description of Sign Easement**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A SIGN EASEMENT LYING OVER A PORTION OF LOT 1, THE REFUGE, FIRST LAND DISTRICT, CHARLTON COUNTY, GEORGIA (SAID LOT 1, THE REFUGE ACCORDING TO PLAT RECORDED IN PLAT BOOK 2020, PAGE 54, PUBLIC RECORDS OF CHARLTON COUNTY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF THE AFOREMENTIONED LOT 1, THE REFUGE, SAID POINT LYING ON THE CURVED NORTHEASTERLY RIGHT-OF-WAY LINE OF EMMAUS CHURCH ROAD ( A 33 FOOT RIGHT-OF-WAY, MORE OR LESS, BY USAGE), AND RUN SOUTH 75°-33'-42" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 30.00 FEET TO A POINT; RUN THENCE SOUTH 32°-47'-47" WEST, A DISTANCE OF 18.89 FEET TO A POINT LYING ON THE AFOREMENTIONED NORTHEASTERLY RIGHT-OF-WAY LINE OF EMMAUS CHURCH ROAD; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED NORTHEASTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 256.00 FEET, A CHORD DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 38°-51'-49" WEST.

THE LANDS THUS DESCRIBED CONTAINS 260.10 SQUARE FEET, MORE OR LESS, AND IS SUBJECT TO ANY OTHER EASEMENTS OF RECORD WHICH MAY LIE WITHIN.

# Exhibit D – Survey of the Sign Easement

