

**PREPARED BY:**

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Jacksonville, FL 32202

**RETURN TO:**

City of Jacksonville  
Attn: Concurrency and Mobility Management System Office  
214 North Hogan Street, 2<sup>nd</sup> Floor  
Jacksonville, FL 32202

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT**

**THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT** (the “**Amendment**”) is effective as of the \_\_\_ day of \_\_\_\_\_, 202\_\_ by and between **R.L.R. INVESTMENTS, L.L.C.**, an Ohio limited liability company, having an address at 600 Gilliam Road, Wilmington, Ohio, 45177 (the “**Owner**”) and the **CITY OF JACKSONVILLE**, a municipal corporation in Duval County, Florida, having an address at 117 W. Duval Street, Jacksonville, Florida 32202 (the “**City**”).

**RECITALS:**

A. Pattillo Construction Co., Inc., a Georgia corporation (“**Pattillo**”) entered into a Development Agreement with the City dated as of June 29, 2001, and recorded in Official Records Book 10096, Page 1259, of the official public records of Duval County, Florida, as amended on January 22, 2016, pursuant to that certain Amendment to Development Agreement recorded on February 16, 2022, at Official Records Book 17461, Page 2247, in the official public records of Duval County, Florida (collectively, the “**Development Agreement**”).

B. Pattillo assigned its rights under the Development Agreement to Owner pursuant to that certain Assignment of Development Agreement dated as of January 5, 2005, by and between Pattillo and Owner, and recorded in Official Records Book 12248, Page 1657, of the official public records of Duval County, Florida.

C. Owner partially assigned certain rights under the Development Agreement to Publix Super Markets, Inc., a Florida corporation (“**Publix**”) pursuant to that certain Partial Assignment and Assumption of Development Agreement dated effective November 19, 2012, and recorded at Official Records Book 16151, Page 2349, of the official public records of Duval County, Florida (the “**RLR/Publix Partial Assignment**”).

D. The Development Agreement was bifurcated between the Owner and Publix pursuant to that certain bifurcation request letter to the City of Jacksonville’s Concurrency and Mobility Management System Office (the “**CMMSO**”) dated December 14, 2011, and approved by the CMMSO on January 3, 2012, and the notice of the RLR/Publix Partial Assignment pursuant to that certain letter to the CMMSO dated November 26, 2012 (collectively, the “**Bifurcation**”), a copy of Bifurcation are on file with the CMMSO.

E. Pursuant to the Bifurcation and the RLR/Publix Partial Assignment, the Owner reserved certain rights and obligations under the Development Agreement, including certain reserved remaining available capacity reservations, as to the Owner's Retained Property described in Exhibit B of the RLR/Publix Partial Assignment and described on **Exhibit A** attached hereto (the "**Owner Retained Property**").

F. The requirements of a development agreement set forth in Sections 163.3220 through 163.3243, Florida Statutes, are incorporated into the Development Agreement.

G. The Development Agreement complies with all provisions of Section 163.3220, et seq., Florida Statutes, and Chapter 655, Ordinance Code.

H. Owner has requested that the City amend the Development Agreement to extend duration of the Development Agreement, set forth in Paragraph 2 of the Development Agreement, as applicable to Owner Retained Property an additional five (5) years from the current expiration date of May 21, 2024 until May 21, 2029, in order to allow the Owner to continue its ongoing good faith efforts to develop the remaining unused development rights within the Owner Retained Property portion of the Proposed Development as described in the Development Agreement.

I. Owner and the City have agreed to amend certain terms and provisions of the Development Agreement consistent with requested extension of the Development Agreement, as more particularly set forth herein.

J. The City has conducted two (2) public hearings of this Amendment to Development Agreement in compliance with the provisions of Section 655.205, Ordinance Code, and in compliance with Section 163.3225, Florida Statutes.

K. The City has determined that the amendment of the Development Agreement in accordance with the terms and provisions of this Amendment is consistent with the City of Jacksonville 2030 Comprehensive Plan and land development regulations adopted pursuant thereto.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, Owner and City hereby agree as follows:

1. The first sentence of the Development Agreement, Paragraph 2, is hereby amended and restated as follows:

**"2. Duration of Agreement.** The duration of this Agreement as to the Owner Retained Property portion of the Proposed Development and the reservation of capacities provided for under Paragraph 4 below shall expire on May 21, 2029, subject to the requirements of Paragraph 4."

2. The applicable provisions of Paragraph 4.3 of the Development Agreement with respect to the Annual Renewal Fee applicable to the Owner Retained Property portion of the Proposed Development are amended and restated as follows:

**Annual Renewal Fee.** The Owner shall pay to the City an annual renewal fee for each year that this Agreement is in effect commencing on the first anniversary date of the

Effective Date of this Amendment and continuing on the same date of each year thereafter (the "Annual Renewal Fee"). The Annual Renewal Fee due hereunder shall equal the application fee for a CRC not preceded by the CCAS calculated based upon the remaining undeveloped enclosed square footage within the Owner Retained Property portion of the Proposed Development as identified on Exhibit "C" of the Development Agreement for which a building permit has not been issued on each such anniversary date multiplied by four (4). The CMMSO shall provide Owner with an annual written notice of the Annual Renewal Fee payment due hereunder and Owner shall have a period of thirty (30) days after its receipt of notice from the CMMSO within which to pay such Annual Renewal Fee. If the Owner fails to pay the Annual Renewal Fee within (30) days after its receipt of notice from the CMMSO, then the City may terminate the remaining unused Capacity Reservations as to the Owner Retained Property portion of the Proposed Development pursuant to the provisions set forth in Paragraph 16 of the Development Agreement.

3. Except as specifically modified herein, all other terms and conditions of the Development Agreement remain as set forth in the Development Agreement, and the Development Agreement as amended herein, shall remain in full force and effect as written.

*[Signatures on Following Pages]*

IN WITNESS WHEREOF, the parties have executed this Amendment and have set their hand and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

R.L.R. INVESTMENTS, L.L.C., an Ohio limited liability company

Janna Ward  
Print name: JANNA WARD

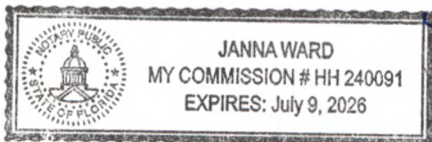
By: [Signature]  
Name: Donald Deluca  
Title: Vice President

[Signature]  
Print name: Michelle R. Haynes

STATE OF Florida

COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 22 day of July, 2024, by Donald Deluca, as Vice President of R.L.R. INVESTMENTS, L.L.C., an Ohio limited liability company, on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.



Janna Ward  
Notary Public, State of Florida  
Printed Name: Janna Ward  
My Commission Expires: 7-9-26  
My Commission Number is: \_\_\_\_\_

(NOTARY SEAL)

Signed, sealed and delivered  
in the presence of:

“CITY”

**THE CITY OF JACKSONVILLE**

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Donna Deegan  
Its Mayor

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Its Corporate Secretary

**APPROVED:**

Print Name: \_\_\_\_\_  
Assistant General Counsel  
as Attorney for the City

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by Donna Deegan, as Mayor of the City of Jacksonville.

Print Name: \_\_\_\_\_  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known [ ]  
Or Produced ID [ ]  
[check one of the above]

Type of Identification Produced:  
\_\_\_\_\_

Exhibit A  
(Owner Retained Property)

**ALL LANDS OWNED BY OWNER IN DUVAL COUNTY, FLORIDA, SPECIFICALLY INCLUDING BUT NOT LIMITED TO THE FOLLOWING:**

PARCEL A

PART OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 25 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF LCT 2, BLOCK 15, WHITE CITY SUBDIVISION, AS RECORDED IN PLAT BOOK 5, PAGE 71 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID POINT ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF BLAIR AVENUE (AN 80.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY (A 200.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 83°28'55" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SEABOARD COASTLINE RAILROAD, A DISTANCE OF 655.37 FEET; THENCE DEPARTING THE SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 03°46'35" EAST A DISTANCE OF 692.80 FEET; THENCE NORTH 86°18'37" EAST A DISTANCE OF 249.39 FEET; THENCE SOUTH 03°48'42" EAST A DISTANCE OF 385.90 FEET; THENCE SOUTH 87°22'37" WEST A DISTANCE OF 13.95 FEET; THENCE SOUTH 02°39'50" EAST A DISTANCE OF 21.06 FEET; THENCE SOUTH 86°25'32" WEST A DISTANCE OF 264.54 FEET; THENCE SOUTH 43°56'08" WEST A DISTANCE OF 19.69 FEET; THENCE SOUTH 02°38'18" EAST A DISTANCE OF 499.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE NO. 10, (STATE ROAD NO. 8, A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED BY STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION NO. 72270-2401); SAID POINT ALSO BEING ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 22768.31 FEET; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 698.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°12'12" WEST AND A CHORD DISTANCE OF 698.33 FEET, TO A POINT ON SAID CURVE, AND SAID POINT LYING ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF BLAIR AVENUE; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, AND ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 01°17'38" WEST A DISTANCE OF 684.67 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 00°13'22" EAST, A DISTANCE OF 947.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 28.04 ACRES, MORE OR LESS.

**TOGETHER WITH THE FOLLOWING PROPERTY MORE PARTICULARLY DESCRIBED BELOW:**

REMAINDER PROPERTY

PART OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 25 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF LOT 2, BLOCK 15, WHITE CITY SUBDIVISION, AS RECORDED IN PLAT BOOK 5, PAGE 71 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID POINT ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF BLAIR AVENUE (AN 80.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY (A 200.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 83°28'55" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SEABOARD COASTLINE RAILROAD, A DISTANCE OF 655.37 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 83°28'55" EAST, A DISTANCE OF 1896.77 FEET TO A POINT LYING 80 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF MORGAN AVENUE (A 60 FOOT RIGHT-OF-WAY NOW CLOSED); THENCE DEPARTING THE SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG SAID PARALLEL LINE, SOUTH 00°16'50" EAST, FOR A DISTANCE OF 1535.28 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE NO. 10, (STATE ROAD NO. 8, A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED BY STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION NO. 72270-2401); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 80°58'25" WEST, A DISTANCE OF 1722.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 22768.31 FEET; THENCE WESTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 139.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°08'57" WEST AND A CHORD DISTANCE OF 139.56 FEET, TO A POINT ON SAID CURVE; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 02°38'18" WEST, A DISTANCE OF 499.62 FEET; THENCE NORTH 43°56'08" EAST A DISTANCE OF 19.69 FEET; THENCE NORTH 86°25'32" EAST A DISTANCE OF 264.54 FEET; THENCE NORTH 02°39'50" WEST A DISTANCE OF 21.06 FEET; THENCE NORTH 87°22'37" EAST A DISTANCE OF 13.95 FEET; THENCE NORTH 03°48'42" WEST A DISTANCE OF 385.90 FEET; THENCE SOUTH 86°18'37" WEST A DISTANCE OF 249.39 FEET; THENCE NORTH 03°46'35" WEST A DISTANCE OF 692.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 64.70 ACRES, MORE OR LESS.

**ALL LESS AND EXCEPT THE SALE PROPERTY DESCRIBED ON SCHEDULE "A-1" ATTACHED HERETO.**

**SCHEDULE A-1**  
**(Sale Property)**

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 2 SOUTH, RANGE 25 EAST, DUVAL COUNTY, FLORIDA, SAID PARCEL ALSO BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 13516, PAGES 1856 THROUGH 1858 OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 13516, PAGES 1856 THROUGH 1858, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID CORNER BEING 80.00 FEET WEST AND PARALLEL TO THE WEST RIGHT OF WAY LINE OF MORGAN AVENUE AND BEING A 5/8" IRON ROD IDENTIFIED AS "LB 3101"; THENCE SOUTH 00°16'35" EAST, ALONG THE EAST LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 13516, PAGES 1856 THROUGH 1858, A DISTANCE OF 1535.28 FEET TO A 5/8" IRON ROD NO IDENTIFICATION, SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 13516, PAGES 1856 THROUGH 1858; THENCE SOUTH 80°58'40" WEST, ALONG SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 13516, PAGES 1856 THROUGH 1858, A DISTANCE OF 861.49 FEET; THENCE NORTH 00°16'50" WEST, A DISTANCE OF 176.21 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 115.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°43'45", AN ARC DISTANCE OF 76.06 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18°25'44" WEST, 74.69 FEET; THENCE NORTH 37°17'32" WEST, A DISTANCE OF 133.64 FEET; THENCE NORTH 19°33'55" WEST, A DISTANCE OF 99.19 FEET; THENCE NORTH 40°26'48" WEST, A DISTANCE OF 49.36 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 73.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°40'23", AN ARC DISTANCE OF 45.45 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 59°18'41" WEST, 44.72 FEET; THENCE SOUTH 88°36'39" WEST, A DISTANCE OF 139.32 FEET; THENCE NORTH 02°50'14" WEST, A DISTANCE OF 965.75 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF GENERAL AVENUE AS RECORDED IN PLAT BOOK 64, PAGES 92 AND 93 OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE NORTH 83°29'10" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 741.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 220.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 96°14'15", AN ARC DISTANCE OF 369.53 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°23'42" EAST, 327.59 FEET; THENCE SOUTH 00°16'35" EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID GENERAL AVENUE, A DISTANCE OF 869.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°40'47", AN ARC DISTANCE



OF 21.68 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°33'49" WEST, 21.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 279°21'34" AN ARC DISTANCE OF 292.54 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°43'25" EAST, 77.65 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°40'47", AN ARC DISTANCE OF 21.68 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°06'59" WEST, 21.00 FEET; THENCE NORTH 00°16'35" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID GENERAL AVENUE, A DISTANCE OF 869.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 280.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°31'00", AN ARC DISTANCE OF 227.32 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23°32'05" WEST, 221.13 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°53'39", AN ARC DISTANCE OF 23.52 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 19°50'45" WEST, 22.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 137°56'39", AN ARC DISTANCE OF 144.45 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°52'15" WEST, 112.01 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°53'39", AN ARC DISTANCE OF 23.52 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 76°06'16" WEST, 22.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 280.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°33'55", AN ARC DISTANCE OF 95.61 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 86°43'52" WEST, 95.15 FEET TO THE NORTH LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 13516, PAGES 1856 THROUGH 1858; THENCE NORTH 83°28'55" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 513.01 FEET TO THE POINT OF BEGINNING.