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LYNNE JOHNSON
REGISTER OF DEEDS
BY: CARLA B FLEMING, DPTY
BK: RE 3784
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THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:

Nelson Mullins Riley & Scarborough LLP
One Wells Fargo Center
301 South College Street, 23rd Floor
Charlotte, North Carolina 28202

REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

THIS REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (this "Agreement") is executed as of December 1st, 2023, by and between **SREIT BRANDEMERE, L.P.**, a converted Delaware limited partnership formerly known as SREIT Brandemere, L.L.C., a Delaware limited liability company, whose address is 2340 Collins Avenue, Miami Beach, Florida 33139 ("Owner"), and **ON TRACK MINISTRIES, INC.**, a Texas nonprofit corporation, whose address is 9337 Katy Freeway, Suite B, PMB 8006, Houston, TX 77024 ("Grantee" or "Non-Profit");

W I T N E S S E T H:

THAT WHEREAS, Grantee is a non-profit public benefit corporation and exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") with the charitable purpose of providing safe and adequate housing for very low income, low income, and moderate income residents through the creation, acquisition, ownership, management, operation and disposition of affordable housing;

WHEREAS, OTM Brandemere GP, Inc., a North Carolina corporation ("OTM GP"), a subsidiary of Grantee, is the general partner of Owner;

WHEREAS, Owner is the owner of the Project (as defined below), located in Winston-Salem, Forsyth County, North Carolina, and as more particularly described on **Exhibit A** attached hereto;

WHEREAS, in connection with obtaining an exemption from real property taxes (the "Tax Exemption") by providing affordable housing consistent with the requirements of N.C. Gen. Stat. §105-278.6(a)(8) (the "Exemption Statute"), and as a condition to OTM GP to become the general partner of Owner, Grantee has required that Owner enter into this Agreement to ensure that its

Submitted electronically by "Essex Title, LLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Forsyth County Register of Deeds.

mission is being carried out by assuring that all three hundred fifty-six (356) dwelling units in the Project (as defined below) are reserved or occupied by individuals or families earning less than eighty percent (80%) of the area median income ("AMI") for the Area (as defined below); and

WHEREAS, Grantee and Owner have determined to enter into this Agreement in order to set forth certain terms and conditions relating to the operation of the Project.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee and Owner hereby agree as follows:

Section 1. Definitions and Interpretation. In addition to terms defined above, the following terms shall have the respective meanings assigned to them in this Section 1 unless the context in which they are used clearly requires otherwise.

"Adjusted Income" means the adjusted gross income of a person or family calculated pursuant to Section 142(d) of the Code, as amended from time to time (together with all regulations promulgated thereunder).

"Agreement" or "Agreement" means this Agreement, as it may be amended from time to time.

"Applicable Laws" means all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees, and injunctions of governmental authorities directly affecting and binding upon Grantee, Owner and/or the Project, or any part thereof, or the use, alteration or operation thereof, or any part thereof, whether now or hereafter enacted and in force.

"Area" means the Raleigh-Cary, NC HUD Metro FMR Area used by, and adjusted from time to time by, the U.S. Department of Housing and Urban Development ("HUD") to reflect median family incomes.

"Income Certification" means a verification of income in a form as is agreed upon from time to time between Grantee and Owner, which form complies with Applicable Laws.

"Low Income Tenant" means an individual tenant or family whose Adjusted Income is eighty percent (80%) or less of AMI for the Area.

"Low Income Units" means the Units in the Project required to be rented to, or held available for occupancy by, Low Income Tenants pursuant to Section 3(a) hereof.

"Project" means the Project Facilities and the Project Site.

"Project Facilities" means that certain multifamily residential development commonly known as "Brandemere" and located on the Project Site.

"Project Site" means the parcel or parcels of real property described in **Exhibit A,** which is attached hereto and by this reference incorporated herein, and all rights and appurtenances thereunto.

"Qualified Project Period" means, with respect to the Project, the period beginning on the date first written above and ending on the date that Owner no longer owns the Project.

"Units" means the residential dwelling units within the Project Facilities.

Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender shall be construed to include each other gender, and words of the singular number shall be construed to include the plural number, and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The defined terms used in the preamble and recitals of this Agreement have been included for convenience of reference only, and the meaning, construction and interpretation of all defined terms shall be determined by reference to this Section 1, notwithstanding any contrary definition in the preamble or recitals hereof. The titles and headings of the sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

Section 2. Residential Rental Property. The Project will be operated for the purpose of providing multifamily residential rental property, and Owner will own and operate the Project in accordance with this Agreement. All of the Units in the Project are similarly constructed dwelling units containing complete separate and distinct facilities for living, sleeping, eating, cooking and sanitation for a single person or a family, including a sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink.

(a) During the Qualified Project Period, all of the Units in the Project will be available for rental on a continuous basis to members of the general public, and Owner will not give preference to any particular class or group in renting the Units in the Project, except to the extent that a certain number of Units are required to be leased or rented or otherwise reserved for lease to Low Income Tenants as provided herein; provided, however, that an insubstantial number of Units in the Project may be occupied by maintenance, security or managerial employees of the Owner or its property manager, which employees must be reasonably necessary for operation of the Project..

(b) The Project Site consists of a parcel or parcels that are contiguous except for the interposition of a road, street or stream, and all of the Project Facilities comprise a single geographically and functionally integrated project for multifamily residential uses, as evidenced by the ownership, management, accounting and operation of the Project.

(c) The tenants residing at the Project will have equal access to and enjoyment of all common facilities of the Project.

Section 3. Low Income Tenants; Records and Reports. Owner hereby represents, warrants and covenants as follows:

(a) For the Qualified Project Period, all Units shall be designated Low Income Units reserved for or rented and occupied by Low Income Tenants. For the purposes of this paragraph (a), a vacant Unit which was most recently occupied by a Low Income Tenant is treated as a Low Income Unit reserved for or rented and occupied by a Low Income Tenant until reoccupied, other than for a temporary period of not more than thirty-one (31) days, at which time the character of such Unit shall be redetermined.

(b) Owner will maintain complete and accurate records pertaining to the Units and will permit, at all reasonable times and upon reasonable notice during normal business hours, any

duly authorized representative of Grantee, to inspect the books and records of Owner pertaining to the Project, including those records pertaining to the occupancy of the Low Income Units, all in accordance with Applicable Laws.

(c) Each lease or rental agreement pertaining to a Low Income Unit shall contain a provision to the effect that Owner has relied on the Income Certification and supporting information supplied by the tenant in determining qualification for occupancy of the Low Income Unit and that any material misstatement in such certification (whether or not intentional) may be cause for immediate termination of such lease or rental agreement. Each such lease or rental agreement shall also provide (and shall so disclose to the tenant) that the tenant's income is subject to annual certification in accordance with Section 3(c) hereof.

(d) Anything in this Agreement to the contrary notwithstanding, it is expressly understood and agreed by the parties hereto that Grantee may rely conclusively on the truth and accuracy of any certificate, opinion, notice, representation or instrument made or provided by Owner in order to establish the existence of any fact or statement of affairs not otherwise within the knowledge of Grantee, and which is required to be noticed, represented or certified by Owner hereunder or in connection with any filings, representations or certifications required to be made by Owner.

(e) Notwithstanding the foregoing, tenants currently residing at the Project as of the date of this Agreement shall not be required to qualify as a Low Income Tenant nor provide an Income Certification during their current lease term. The restrictive covenants set forth in this Agreement shall apply to all future tenants at the Project entering into leases after the date of this Agreement.

Section 4. Term. This Agreement and all and each of the provisions hereof shall become effective upon its execution and delivery, shall remain in full force and effect for the periods provided herein and, except as otherwise provided in this Section 4, shall automatically terminate in its entirety at the end of the Qualified Project Period.

The terms of this Agreement to the contrary notwithstanding, the requirements set forth herein shall terminate and be of no further force and effect in the event of involuntary noncompliance with the provisions of this Agreement caused by fire, seizure, requisition, foreclosure, exercise of the power of sale or transfer of title by deed in lieu of foreclosure, change in a federal law or an action of a federal agency which prevents Grantee from enforcing the provisions hereof, or condemnation or a similar event.

This Agreement shall automatically terminate upon the occurrence of any of the following events: (a) the loss of the Tax Exemption associated with tenant income restrictions contained herein; and (b) the sale, transfer, or conveyance of the Project Site by Owner. Notwithstanding the foregoing, a sale, transfer, or conveyance of ownership interests in Owner entity shall not trigger automatic termination of this Agreement under subpart (b) above.

Owner shall have the right, in its sole discretion, to terminate this Agreement for any reason or no reason at all, without cause. Upon the determination of Owner to terminate this Agreement, Owner hereto agrees to execute, deliver, and record appropriate instruments of release and discharge of the terms hereof; provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of this Agreement in accordance with its terms.

Section 5. Covenants Priority. Owner hereby subjects the Project to the covenants, reservations and restrictions set forth in this Agreement. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to such covenants, reservations, and restrictions, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed or other instruments.

No breach of any of the provisions of this Agreement shall impair, defeat, or render invalid the lien of any mortgage, deed of trust or like encumbrance made in good faith and for value encumbering the Project or any portion thereof.

Section 6. Uniformity; Common Plan. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project in order to establish and carry out a common plan for the use, development and improvement of the Project Site.

Section 7. Intentionally Left Blank.

Section 8. Recording and Filing. Owner shall cause this Agreement, and all amendments and supplements hereto and thereto, to be recorded and filed in the land records of the county of the Project Site and in such other places as Grantee may reasonably request. Owner shall pay all fees and charges incurred in connection with any such recording. This Agreement is subject to and subordinate to all matters of record as of the date hereof.

Section 9. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina, exclusive of choice and conflict of law principles.

Section 10. Amendments. Subject to the provisions of this agreement, this Agreement shall be amended only by a written instrument executed by the parties hereto, or their successors in title, and duly recorded in the real property records of the land records of the county of the Project Site.

Section 11. Notices. Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, overnight delivery, or certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto:

OWNER: SREIT BRANDEMERE, L.P.
2340 Collins Avenue, Miami Beach
Florida 33139

with copy to: Nelson Mullins Riley & Scarborough LLP
One Wells Fargo Center
301 South College Street, 23rd Floor
Charlotte, North Carolina 28202

GRANTEE: ON TRACK MINISTRIES, INC.
9337 Katy Freeway, Suite B, PMB 8006
Houston, TX 77024

with copy to: Locke Lord LLP
300 Colorado Street, Suite 2100
Austin, Texas 78701

Section 12. Severability. If any term, provision, covenant, or condition of this Agreement is invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect. The invalidity or enforceability of any term or provision hereof shall in no way affect the validity or enforceability of any other term or provision.

Section 13. Multiple Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, Owner and Grantee have each duly executed this Agreement under seal on or as of the day, month and year first above written.

OWNER:

SREIT BRANDEMERE, L.P., a Delaware limited partnership

By: OTM Brandemere GP, Inc., a North Carolina corporation, its general partner

By: _____
Cliff McDaniel, President

ACKNOWLEDGMENT

STATE OF Texas .
COUNTY OF Harris

On this the 29 day of NOV, 2023, before me, a Notary Public, the undersigned officer, personally appeared Cliff McDaniel, who acknowledged himself to be the President of OTM Brandemere GP, Inc., a North Carolina corporation, as the general partner of SREIT Brandemere, L.P., a Delaware limited partnership, and that s/he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of such corporation and such limited partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

My commission expires: _____

IN WITNESS WHEREOF, Owner and Grantee have each duly executed this Agreement under seal on or as of the day, month and year first above written.

GRANTEE:

ON TRACK MINISTRIES, INC., a Texas nonprofit corporation

By: _____
Cliff McDaniel, President

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Harris

On this the 29 day of NOV, 2023, before me, a Notary Public, the undersigned officer, personally appeared Cliff McDaniel, who acknowledged himself to be the President of On Track Ministries, Inc., a Texas nonprofit corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of such corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

My commission expires: August 29, 2027

SARAH HADDAD
Notary ID #130300388
My Commission Expires
August 29, 2027

EXHIBIT A

Legal Description

TRACT I - LOT 1

A CERTAIN PARCEL OF LAND LOCATED IN THE WINSTON TOWNSHIP, FORSYTH COUNTY, NORTH CAROLINA, WITH THE IMPROVEMENTS THEREON AND APPURTENANCES THERETO, BEING KNOWN AND DESIGNATED AS TAX LOT 1, TAX BLOCK 3453A, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT THE SOUTHWEST INTERSECTION OF BETHABARA PARK BOULEVARD AND HUNT DRIVE THE FIVE FOLLOWING COURSES AND DISTANCES: (1) ALONG THE WESTERN RIGHT-OF-WAY OF HUNT DRIVE SOUTH 00 DEG 19 MIN 39 SEC WEST 49.69 FEET TO AN IRON PIN; (2) ON A CURVE TO THE LEFT, HAVING A RADIUS OF 435.00 FEET, AN ARC OF 144.25 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 09 DEG 10 MIN 21 SEC EAST 143.59 FEET TO AN IRON PIN; (3) SOUTH 18 DEG 40 MIN 21 SEC EAST 100.00 FEET TO AN IRON PIN; (4) ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 430.00 FEET, AN ARC OF 146.23 AND A CHORD BEARING AND DISTANCE OF SOUTH 08 DEG 55 MIN 48 SEC EAST 145.53 FEET TO AN IRON PIN; (5) SOUTH 00 DEG 49 MIN 10 SEC WEST 11.25 FEET TO AN IRON PIN IN THE NORTHERN LINE OF TAX LOT 7H, TAX BLOCK 3451; THENCE, ALONG THE NORTHERN LINE OF SAID TAX LOT 7H NORTH 89 DEG 10 MIN 50 SEC WEST 314.45 FEET TO AN IRON PIN AT THE NORTHWEST CORNER OF TAX LOT 7H; THENCE, ALONG THE WESTERN LINE OF TAX LOT 7H SOUTH 01 DEG 24 MIN 28 SEC WEST 216.30 FEET TO AN IRON PIN AT THE SOUTHWEST CORNER OF TAX LOT 7H AND LYING IN THE NORTHERN LINE OF TAX LOT 218, TAX BLOCK 3451; THENCE, ALONG THE NORTHERN LINE OF SAID TAX LOT 218 NORTH 87 DEG 13 MIN 35 SEC WEST 164.84 FEET TO AN IRON PIN IN THE CENTERLINE OF A 20' SANITARY SEWER EASEMENT, ALSO BEING THE SOUTHEAST CORNER OF TAX LOT 3C, TAX BLOCK 3453A; THENCE, ALONG THE CENTERLINE OF SAID 20' SANITARY SEWER EASEMENT AND THE EASTERN LINE OF TAX LOT 3C, THE THREE FOLLOWING COURSES AND DISTANCE; (1) NORTH 39 DEG 01 MIN 06 SEC WEST 187.65 FEET TO AN IRON PIN; (2) NORTH 28 DEG 17 MIN 31 SEC WEST 289.20 FEET TO AN IRON PIN; (3) NORTH 60 DEG 00 MIN 56 SEC WEST 152.14 FEET TO AN IRON PIN IN THE SOUTHERN RIGHT-OF-WAY LINE OF BETHABARA PARK BOULEVARD: THENCE, ALONG THE SOUTHERN RIGHT-OF-WAY OF BETHABARA PARK BOULEVARD THE THREE FOLLOWING COURSES AND DISTANCES: (1) ON A CURVE TO THE LEFT HAVING A RADIUS OF 1195.92 FEET, AN ARC OF 13.83 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 76 DEG 48 MIN 59 SEC EAST 13.82 FEET TO AN IRON PIN; (2) NORTH 76 DEG 19 MIN 44 SEC EAST 580.21 FEET TO AN IRON PIN; (3) ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1000.00 FEET, AN ARC OF 219.32 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 82 DEG 35 MIN 36 SEC EAST 218.88 FEET TO THE POINT AND PLACE OF BEGINNING, AND CONTAINING 7.258 ACRES MORE OR LESS.

TRACT I - LOT 2

A CERTAIN PARCEL OF LAND LOCATED IN THE WINSTON TOWNSHIP, FORSYTH COUNTY, NORTH CAROLINA, WITH THE IMPROVEMENTS THEREON AND APPURTENANCES THERETO, BEING KNOWN AND DESIGNATED AS TAX LOT 2, TAX BLOCK 3453A, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT THE SOUTHEAST INTERSECTION OF BETHABARA PARK BOULEVARD AND HUNT DRIVE; THENCE RUNNING ALONG THE SOUTHERN RIGHT-OF-WAY OF BETHABARA PARK BOULEVARD, THE THREE FOLLOWING COURSES AND DISTANCES: (1) SOUTH 89 DEG 40 MIN 21 SEC EAST 852.24 FEET TO AN IRON PIN; (2) ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.02 FEET, AN ARC OF 292.47 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 65 DEG 44 MIN 12 SEC EAST 284.03 FEET TO AN IRON PIN; (3) SOUTH 41 DEG 47 MIN 57 SEC EAST 452.58 FEET TO AN IRON PIN AT THE NORTHEAST CORNER OF TAX LOT 7K, TAX BLOCK 3451; THENCE ALONG THE NORTHERN LINE OF SAID TAX LOT 7K AND TAX LOT 7H, TAX BLOCK 3451 NORTH 89 DEG 16 MIN 59 SEC WEST 1,129.69 FEET TO AN IRON PIN; THENCE, ALONG THE NORTHERN LINE OF SAID TAX LOT 7H NORTH 89 DEG 10 MIN 50 SEC WEST 206.20 FEET TO AN IRON PIN IN THE EASTERN RIGHT-OF-WAY OF HUNT DRIVE; THENCE ALONG THE EASTERN RIGHT-OF-WAY LINE OF HUNT DRIVE THE FOLLOWING FIVE COURSES AND DISTANCES: (1) NORTH 00 DEG 49 MIN 10 SEC EAST 11.25 FEET TO AN IRON PIN; (2) ON A CURVE TO THE LEFT, HAVING A RADIUS OF 480.00 FEET, AN ARC OF 163.24 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 08 DEG 55 MIN 47 SEC WEST 162.46 FEET TO AN IRON PIN; (3) NORTH 18 DEG 40 MIN 21 SEC WEST 100.00 FEET TO AN IRON PIN; (4) ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 385.00 FEET, AN ARC OF 127.67 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 09 DEG 10 MIN 21 SEC WEST 127.09 FEET TO AN IRON PIN; (5) NORTH 00 DEG 19 MIN 39 SEC EAST 50.00 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 11.926 ACRES MORE OR LESS.

TRACT II

A CERTAIN PARCEL OF LAND LOCATED IN THE WINSTON TOWNSHIP, FORSYTH COUNTY, NORTH CAROLINA, WITH THE IMPROVEMENTS THEREON AND APPURTENANCES THERETO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE NORTHERN RIGHT-OF-WAY OF BETHABARA PARK BOULEVARD, AND BEING THE SOUTHEAST CORNER OF TAX LOT 208, TAX BLOCK 3453 THENCE, NORTH 24° 37' 16" EAST 171.61 FEET TO AN IRON PIN: THENCE, NORTH 57° 49' 10" WEST 416.17 FEET TO AN IRON PIN; THENCE, ALONG THE SOUTHERN LINE OF TAX LOT 101, TAX BLOCK 6234 THE FOLLOWING TWELVE COURSES AND DISTANCES: (1) NORTH 84° 56' 20" EAST 165.48 FEET TO AN IRON PIN; (2) SOUTH 79° 31' 50" EAST 418.93 FEET TO AN IRON PIN; (3) NORTH 79° 17' 04" EAST 174.80 FEET TO AN IRON PIN; (4) NORTH 66° 36' 03" EAST 196.56 FEET TO AN IRON PIN; (5) NORTH 17° 00' 18" WEST 204.69 FEET TO AN IRON PIN; (6) NORTH 17° 09' 21"' EAST 159.90 FEET TO AN IRON PIN; (7) NORTH 05° 18' 35" EAST 171.59 FEET TO AN IRON PIN; (8) SOUTH 70° 44' 31" EAST 139.99 FEET TO AN IRON PIN; (9) SOUTH 23° 25' 22" EAST 101.93 FEET TO AN IRON PIN; (10) SOUTH 63° 52' 43" EAST 86.35 FEET TO AN IRON PIN; (11) SOUTH 83° 11' 56" EAST 46.36 FEET TO AN IRON PIN; (12) NORTH 51° 50' 43'' EAST 92.86 FEET TO AN IRON PIN, BEING THE SOUTHEAST CORNER OF TAX LOT 101, TAX BLOCK 6234 AND LYING IN THE SOUTHERN LINE OF TAX LOT 114, TAX BLOCK 3452: THENCE, SOUTH 58° 49' 53" EAST 27.35 FEET TO AN IRON PIN, BEING THE

SOUTHEAST CORNER OF TAX LOT 114, TAX BLOCK 3452 AND LYING IN THE WESTERN LINE OF TAX LOT 15P, TAX BLOCK 3452; THENCE, SOUTH 03° 51' 07" WEST 301.84 FEET TO AN IRON PIN, BEING THE SOUTHWEST CORNER OF TAX LOT K, TAX BLOCK 6165; THENCE, ALONG THE SOUTHERN LINE OF TAX BLOCK 6165 SOUTH 65° 34' 27" EAST 673.31 FEET TO AN IRON PIN IN THE NORTHERN RIGHT-OF-WAY OF BETHABARA PARK BOULEVARD; THENCE ALONG THE NORTHERN RIGHT-OF-WAY OF BETHABARA PARK BOULEVARD THE FOLLOWING FOUR COURSES AND DISTANCES: (1) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1100.00 FEET, AN ARC OF 187.45 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 81° 12' 38" WEST 187.22 FEET TO AN IRON PIN; (2) SOUTH 76° 19' 44" WEST 580.21 FEET TO AN IRON PIN; (3) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1095.92 FEET, AN ARC OF 211.96 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 81° 52' 11" WEST 211.63 FEET TO AN IRON PIN; (4) SOUTH 87° 24' 40" WEST 679.13 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 15.444 ACRES MORE OR LESS.