

AGREEMENT FOR RELEASE OF REAL ESTATE PURCHASE OPTION

THIS AGREEMENT FOR RELEASE OF REAL ESTATE PURCHASE OPTION (the “**Release Agreement**”) is made and entered into on November ____, 2018 (the “**Effective Date**”), by and between **WESTCOTT INVESTMENT GROUP**, a Delaware limited liability company (“**Westcott**”), and the **CITY OF LEE'S SUMMIT, MISSOURI**, a Missouri constitutional charter city and political subdivision (the “**City**”).

Recitals.

A. Whereas, the City previously invested \$1,405,280.00 toward the acquisition of certain real property located within the City near the intersection of U.S. Highway 50 and Missouri Highway 291, which is described in **Exhibit A** that is attached hereto and incorporated herein by reference (the “**Property**”), to facilitate redevelopment of the Property.

B. Whereas, Exergonix, Inc. acquired the Property on June 15, 2011, subject to the terms and conditions of its agreements with the City as set forth in an Option Agreement dated June 15, 2011 which was recorded on June 17, 2011 as Instrument No. 2011E0056563, and the First Amended Option Agreement dated September 2, 2011, a Memorandum of which was recorded on December 8, 2011 as Instrument No. 2011E0114613 (two documents together referenced herein as the “**Option Agreement**”).

C. Whereas, Exergonix, Inc. assigned its rights, duties and obligations under the Option Agreement to Westcott, with the express approval of the City, and the Property was conveyed by Exergonix, Inc. to Westcott.

D. Whereas, the Property as owned by Westcott is subject to the Option Agreement, all of which was memorialized in the Assignment and First Amended and Restated Development Agreement to Promote Economic Development between Westcott, the City and Exergonix, Inc., dated June 13, 2016 (the “**Restated Development Agreement**”). All referenced herein to the Option Agreement includes the amended rights, duties and obligations of Westcott as set forth in the Restated Development Agreement.

E. Whereas, Westcott proposes to develop the property in accordance with all applicable City Code requirements and the City’s Unified Development Ordinance requirements.

F. In order to further the public purposes of economic development, job creation and blight clearance, and the other public purposes considered by the City Council in determining to proceed as provided herein, the City desires to enter into this Release Agreement to restructure the rights, duties and obligations of the parties.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 – RELEASE OF OPTION AND RELATED CONDITIONS

1.1 Release of Option. All rights maintained by the City under the Option Agreement shall be released by the City upon (1) the City’s receipt of the payment described in Section 1.2, and (2) the receipt of the deed for the Fire Station Property as described in Section 1.3. Within seven (7) days after (1) receipt of the payment as described in Section 1.2 and (2) receipt of the deed as described in Section 1.3, the City shall deliver to Westcott an executed Release of Option and Deed of Release in substantial compliance with the form that is attached hereto as Exhibit C and incorporated herein by reference (the “**Deed of Release**”), with such changes as the parties may mutually agree before delivery, which shall finalize the release set forth in this Section. Upon delivery of the executed Deed of Release, the Restated Development Agreement shall be deemed terminated by the parties and shall not control the use, development or encumbrance of the Property.

1.2 Payment for Release of Option. Within one hundred twenty (120) days following the Effective Date, Westcott shall pay one million four hundred five thousand two-hundred eighty dollars (\$1,405,280) to the City as consideration for the release described in Section 1.1. This payment is a precondition to the City’s execution of the Deed of Release.

1.3 Transfer of Fire Station Property. That portion of the Property which is legally described in Exhibit B (the “**Fire Station Property**”) shall be transferred to the City within one hundred twenty (120) days following the Effective Date of this Release Agreement. The transfer shall be by general warranty deed in a form approved by the City’s legal counsel. The City anticipates that the Fire Station Property will be used for fire protection facilities, but there shall be no restrictions on the City’s use, encumbrance, lease or transfer of such property, including the use of such property for any other lawful purposes besides a fire station. This transfer is a precondition to the City’s execution of the Deed of Release.

1.4 Profit Sharing Arrangement for Land Sales.

(a) While the Profit Sharing Arrangement is in effect, Westcott shall notify the City of any pending sale or transfer of any portion or all of the Property at least sixty (60) days prior to the closing for such sale or transfer. The notice of sale shall include the proposed Sales Price to allow for comparison to the Base Land Value. The City may contest the Sales Price pursuant to part (c) of this Section 1.4. This notice obligation shall run with the land and be binding on all transferees and successors in interest to any portion or all of the Property while the Profit Sharing Arrangement is in effect, and no sale of all or any portion of the Property shall occur without providing such notice. Upon execution of this Release Agreement, the City shall record this Release Agreement or a memorandum of this Release Agreement with the Jackson County Recorder of Deeds to memorialize this Release Agreement and the notice obligation of this paragraph.

(b) If any portion of the Property is transferred to any party other than an Initial User prior to the date that all certificates of occupancy which are required for all of the Initial Development have been issued by the City, then the following shall apply:

1. The City shall be entitled to receive a City Payment from the proceeds of each Sale in the event that the Sales Price exceeds the Base Land Value. The

amount of the City Payment when due under this Release Agreement shall be pursuant to the following formula:

$$\frac{((\text{Sales Price} \times \text{square feet of property sold}) - (\text{Base Land Value} \times \text{square feet of property sold}))}{2}$$

2. If the City is entitled to receive a City Payment from a Sale, the title company shall prepare the closing statement to reflect and include such City Payment. The closing statement shall be provided to the City prior to closing with sufficient time to review and confirm the amount of the City Payment. At closing, the City Payment shall be made to the City. No Sale shall occur unless the City Payment is made as required by this Release Agreement. The City shall have the right to prohibit or invalidate any transfer of all or any portion of the Property that is made without a City Payment when required by this Release Agreement.

3. The provisions of this Section 1.4 shall be terminated upon the earlier of (1) when all certificates of occupancy which are required for all of the Initial Development have been issued by the City or (2) when the City Payment in the aggregate equals the not to exceed amount of one million four hundred thousand dollars (\$1,400,000).

(c) Determination of Sales Price. If the City believes that a proposed Sales Price is lower than the fair market value of the Property, then the City may object to the Sales Price pursuant to this paragraph. The City shall deliver notice to Westcott that the City believes that the proposed Sales Price is below market value, and the City and Westcott shall then each separately arrange for an appraisal of the Property to be sold using an appraiser selected by each party. Each party shall be responsible for paying for its own costs associated with its appraisal. The amount of the two appraisals shall be compared, and if the average of the two appraisals is greater than the proposed Sales Price then the average of the two appraisals shall be used as the Sales Price for the purpose of calculating the City Payment as required by this Section.

(d) Collateral Assignment. Westcott shall also have the right, without the City's consent, to collaterally assign to any Secured Lender as collateral a security interest in the Property. If such Secured Lender takes possession of the Property as a mortgagee or by a receiver appointed at the request of mortgagee or becomes the owner of the fee estate under this Release Agreement by foreclosure, or deed in lieu of foreclosure or otherwise, then such Secured Lender shall be subject to the Profit Sharing Arrangement and shall be obligated to arrange for each City Payment as required by this Release Agreement when property is transferred or sold from such Secured Lender to any transferee or purchaser.

(e) Definitions. The following terms shall have the following meanings as used in this Release Agreement:

“**Base Land Value**” means \$0.39 per square foot of land.

“**Initial User**” means a party that takes ownership of any portion of the Property for the Initial Development.

“**Initial Development**” means at least 200,000 square feet of gross leasable area, in one or more buildings, located on the Property for uses approved pursuant to all applicable City requirements.

“**Profit Sharing Arrangement**” means the requirements of this Section 1.4 which provide for City Payments until the Initial Development is completed.

“**Sale**” means each separate transaction for the transfer of all or any portion of the Property while the Profit Sharing Arrangement is in effect.

“**Sales Price**” means, for the sale of any portion or all of the Property while this Release Agreement is in effect, (1) the price to actually to be received by Westcott for the sale of such Property or (2) the amount determined pursuant to part (c) of this Section following the City’s objection to a proposed Sales Price.

“**Secured Lender**” means a bank, financial institution or other person or entity from which Westcott or successors in interest to the Property have borrowed funds to finance all or a portion of the costs associated with development of the Property and in whose favor Westcott or such successor in interest to the Property has agreed to provide a security interest as collateral for such loan.

“**Westcott**” means the party defined in the first paragraph of this Release Agreement and all successors and assigns in the Property, including any Secured Lender and any party that takes title to any portion of the Property from a Secured Lender.

1.5 Term. This Release Agreement is effective as of the Effective Date and shall continue until the satisfaction of the events set forth in Sections 1.1, 1.2 and 1.3. If Westcott fails to comply with the deadlines set forth in Sections 1.2 and 1.3, the Option Agreement shall remain in full force and effect and the City may proceed as set forth in Section 2.4.

ARTICLE 2 – GENERAL PROVISIONS

2.1 Compliance with Laws. Subject to Westcott's rights to contest the same in any manner permitted by law, Westcott, its officers, directors and principals, successors and assigns, at their sole cost and expense, shall comply in every respect with all legal requirements, ordinances, rules and regulations of all federal, state, county and municipal governments, agencies, bureaus or instrumentalities thereof now in force or which may be enacted hereafter which pertain to the development, construction, ownership, occupancy, use and operation of the Property. This Release Agreement shall not alter or affect the right and ability of the City to enforce all applicable City Code requirements and Unified Development Ordinance requirements upon development of the Property by Westcott or any other party.

2.2 Notice. Any notice, request, consent or communication under this Release Agreement will be effective only if it is in writing and personally delivered or sent by a nationally recognized overnight delivery service, with delivery confirmed, addressed as follows:

If to the City:

Name:
Stephen Arbo, City Manager
The City of Lee's Summit, Missouri
Missouri City Hall
220 SE Green Street
Lee's Summit, MO 64063

With Copy To:
Brian Head, City Attorney
The City of Lee's Summit,
City Hall
220 SE Green Street
Lee's Summit, MO 64063

If to Westcott:

Name:
Steve Singh
Westcott Investment Group, LLC
P.O. Box 3102
San Rafael, CA 94912

With Copy To:
Christine Bushyhead, Esq.
Bushyhead, LLC,
315 SE Main Street
Lee's Summit, MO 64063

or such other persons and/or addresses as are furnished in writing by any party to the other party, and will be deemed to have been given, if delivered personally, upon its delivery, and if via nationally recognized overnight delivery service, with delivery confirmed, upon the 1st business day following deposit with such delivery service.

2.3 Indemnification.

(a) Westcott shall indemnify, protect, defend and hold the City and its officers, agents, employees, elected officials and attorneys, each in their official and individual capacities, now or previously holding office (collectively, the “**Indemnified Parties**” or, individually, an “**Indemnified Party**”) harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character (including consequential and punitive damages), to persons or property occurring or allegedly occurring (i) on or about the Property, or (ii) as a result of any acts or omissions of Westcott, its constituent members or partners, their employees, agents, independent contractors, licensees, invitees or others acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Release Agreement, (iii) in connection with the ownership, use or occupancy and development or redevelopment of the Property or a portion thereof, or (iv) as a result of a challenge to the terms of this Release Agreement or the legality thereof, except to the extent such claims, demands, liabilities and costs were caused by the City's negligent or intentional acts or omissions.

(b) In the event any suit, action, investigation, claim or proceeding (collectively, an “**Action**”) is begun or made as a result of which Westcott may become obligated to one or more of the Indemnified Parties hereunder, the Indemnified Party shall give prompt notice to Westcott of the occurrence of such event, but the failure to notify Westcott will not relieve Westcott of any liability that it may have to an Indemnified Party. After receipt of such notice, Westcott may elect to defend, contest or otherwise protect the Indemnified Party against any such Action, at the cost and expense of Westcott, utilizing counsel approved by the Indemnified Party. The Indemnified Party shall have the

right, but not the obligation, to participate, at the Indemnified Party's own cost and expense, in the defense thereof by counsel of the Indemnified Party's choice. In the event that Westcott shall fail timely to defend, contest or otherwise protect an Indemnified Party against such Action, the Indemnified Party shall have the right to do so, and (if such defense is undertaken by the Indemnified Party after notice to Westcott asserting Westcott's failure to timely defend, contest or otherwise protect against such Action), the Indemnified Party may submit any bills for fees and costs received from its counsel to Westcott for payment and, within thirty (30) business days after such submission, Westcott shall transfer to the Indemnified Party sufficient funds to pay such bills. Westcott acknowledges that such bills may be redacted to delete any information which would constitute attorney-client communication or attorney work product.

(c) An Indemnified Party shall submit to Westcott any settlement proposal that the Indemnified Party shall receive. Westcott shall be liable for the payment of any amounts paid in settlement of any Action to the extent that Westcott consents to such settlement. Neither Westcott nor the Indemnified Party will unreasonably withhold its consent to a proposed settlement.

(d) Westcott expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this Release Agreement imposed upon Westcott in order to induce City to enter into this Release Agreement. To the fullest extent permitted by law, an Indemnified Party shall have the right to maintain an action in any court of competent jurisdiction to enforce and/or to recover damages for breach of the rights to indemnification created by, or provided pursuant to, this Release Agreement, and the right to apply any deposit or other funds submitted by Westcott to the Indemnified Party in payment of the damages suffered by it, as is necessary to protect the Indemnified Party from loss. If such court action is successful, the Indemnified Party shall be reimbursed by Westcott for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

(e) The right to indemnification set forth in this Release Agreement shall survive the termination of this Release Agreement.

2.4 Breach-Compliance.

(a) If Westcott or the City does not comply with provisions of this Release Agreement, within the time limits and in the manner as herein stated, except for any extensions or waivers as allowed by a party, in that Westcott or City shall do, permit to be done, or fail or omit to do, or shall be about so to do, permit to be done, or fail or omit to have done, anything contrary to or required of it by this Release Agreement, the nondefaulting party may institute such proceedings as may be necessary in its opinion to cure the default including, but not limited to, proceedings to compel specific performance. If Westcott fails to deliver the payment set forth in Section 1.2 and the deed set forth in Section 1.3 within the time periods set forth in those sections, the City shall have the right to provide notice to Westcott that this Release Agreement is terminated and the Option Agreement remains the controlling arrangement between the parties.

(b) If any action is instituted by either party hereunder, the nonprevailing party in such action shall pay any and all costs, fees and expenses, including attorneys' fees incurred by the prevailing party in enforcing this Release Agreement.

(c) The rights and remedies of the parties to this Release Agreement, whether provided by law or by this Release Agreement, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by either party shall apply to obligations beyond those expressly waived.

(d) Westcott (for itself and its successors and assigns, and for all other persons who are or who shall become liable, by express or implied assumption or otherwise, upon or subject to any obligation or burden under this Release Agreement), waives to the fullest extent permitted by law and equity all claims or defenses otherwise available on the ground of being or having become a surety or guarantor, whether by agreement or operation of law. This waiver includes, but is not limited to, all claims and defenses based upon extensions of time, indulgence or modification of terms of Agreement.

(e) Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit them in any way. No waiver in fact made by either party of any specific default by the other party shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect, to the particular default except to the extent specifically waived.

(f) Notwithstanding anything to the contrary herein, Westcott agrees that in the event of any default by City under this Release Agreement, it will not bring any action or suit to recover damages against City or any officer, director, commissioner, member, employee, or agent of any of them, except that this Section shall not prevent the award of attorneys' fees in the event of a default by City under this Release Agreement. Actions brought in equity or which otherwise do not seek to recover damages are not precluded by this Section.

(g) The parties understand and agree that neither the City nor the Westcott shall be deemed to be in default of this Release Agreement because of an Excusable Delay. In the event of an Excusable Delay, the City and Westcott will immediately meet to address the issue and come to a resolution regarding the affected terms of this Release Agreement.

2.5 Assignment. This Release Agreement may only be assigned with the express approval of the parties.

2.6 Modification. The terms, conditions, and provisions of this Release Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the City and Westcott. Any modification to this Release Agreement as approved shall be attached hereto and incorporated herein by reference.

2.7 Recording. Upon full execution by City and Westcott, this Release Agreement shall be recorded by City, at Westcott's expense, in the Office of the Recorder of Deeds for Jackson County, in Independence, Missouri.

2.8 Binding Effect. This Release Agreement will bind and, except as specifically provided herein, will inure to the benefit of the respective successors and permitted assigns, as applicable, of the parties hereto. The provisions of this Release Agreement shall be covenants running with the land and shall remain in effect for the duration of the Term. They shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and be enforceable by the parties, against each other and their respective successors and assigns, and every successor in interest to the subject Property, or any part of it or any interest in it and any party in possession or occupancy of the Property or any part thereof.

2.9 Governing Law. This Release Agreement is governed by and is to be construed and determined in accordance with the laws of the State of Missouri without reference to its choice of law provisions.

2.10 Time and Performance are of the Essence. Time and exact performance are of the essence of this Release Agreement.

2.11 Entire Agreement; Controlling Documents. This Release Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and the Property. In the event of a discrepancy between this Release Agreement and the Option Agreement or the Restated Development Agreement, this Release Agreement shall control.

2.12 Counterparts. This Release Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

2.13 No Third Party Beneficiaries. Nothing in this Release Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Release Agreement.

2.14 Acknowledgement. Westcott agrees that the City has not made, and does not make, any representation or warranty to Westcott about the tax treatment or implications of the transactions contemplated in this Release Agreement, or the conduct or handling of the transactions contemplated herein. Westcott agrees that it has made an independent decision to enter into this Release Agreement, without reliance on any representation, warranty, covenant or undertaking by the City, whether written or oral, explicit or implicit, except to the extent expressly set forth in this Amended Agreement.

2.15 City's Legislative Authority. Notwithstanding any other provisions in this Release Agreement, nothing herein shall be deemed to usurp the governmental authority or police powers of the City or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority, including without limitation any decision to approve the satisfaction of any conditions precedent hereunder, shall be a default under this Release Agreement.

2.16 Quality Jobs. In order to promote the economic development goals and objectives of the City and further the public benefits promoted by this Release Agreement, Westcott, during the term of this Release Agreement, shall use commercially reasonable efforts to develop the Property in such a way as to attract Quality Jobs.

THE CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Mayor William A. Baird

ATTEST:

City Clerk

WESTCOTT INVESTMENT GROUP, LLC

By: _____
Robert C. Dunn, Trustee for Westcott
Investment Group, LLC

**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

PARCEL 1:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 47, RANGE 31, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER: THENCE NORTH 02°-22'-03" EAST ALONG THE EAST LINE OF SAID QUARTER SECTION, A DISTANCE OF 19.34 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD AS NOW ESTABLISHED; THENCE NORTH 29°-25'-41" WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 153.40 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 83°-24'-46" WEST, A DISTANCE OF 656.73 FEET; THENCE NORTH 87°-49'-44" WEST, A DISTANCE OF 312.64 FEET; THENCE NORTH 02°-58'-23" EAST, A DISTANCE OF 678.03 FEET; THENCE NORTH 87°-01'-37" WEST, A DISTANCE OF 1019.79 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY NO. 291, AS NOW ESTABLISHED; THENCE NORTH 06°-06'-41" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 144.99 FEET; THENCE NORTH 07°-51'-41" WEST CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 549.47 FEET; THENCE SOUTH 87°-49'-30" EAST DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 1303.12 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 29°-25'-41" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1498.93 FEET TO THE POINT OF BEGINNING. CONTAINING 1,524,252 SQUARE FEET, OR 34.992 ACRES, MORE OR LESS.

PARCEL 2:

ALL THAT PART OF THE NORTHWEST QUARTER, AND ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 47, RANGE 31, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER: THENCE SOUTH 87°-53'-51" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 11.96 FEET, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, AS NOW ESTABLISHED; THENCE SOUTH 29°-25'-41" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 223.09 FEET, TO THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 29°-25'-41" EAST, A DISTANCE OF 1323.59 FEET, TO A POINT IN THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE NORTH 87°-32'-55" WEST, ALONG SAID

SOUTH LINE, A DISTANCE OF 832.35 FEET, TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 2°-36'-20" EAST, ALONG THE EAST LINE SAID NORTHWEST QUARTER AND ALONG THE EAST LINE OF **MADDOX ACRES**, A SUBDIVISION, A DISTANCE OF 358.00 FEET, TO THE NORTHEAST CORNER OF LOT 12 OF SAID SUBDIVISION; THENCE NORTH 87°-49'-43" WEST, ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 1507.48 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY NO. 291, AS NOW ESTABLISHED; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF FEET, A CHORD BEARING OF NORTH 26°-20'-38" WEST, A CENTRAL ANGLE OF 1°-18'-57", AN ARC LENGTH OF 55.50 FEET; THENCE NORTH 27°-00'-06" WEST, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 256.79 FEET; THENCE NORTH 26°-49'-41" WEST, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 241.77 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1784.86 FEET, A CHORD BEARING OF NORTH 18°-00'-47" WEST, A CENTRAL ANGLE OF 12°-35'-16", AN ARC LENGTH OF 392.13 FEET; THENCE NORTH 32°-04'-12" EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 61.73 FEET; THENCE SOUTH 87°-49'-44" EAST, A DISTANCE OF 1158.47 FEET; THENCE SOUTH 78°-33'-51" EAST, A DISTANCE OF 869.58 FEET, TO THE POINT OF BEGINNING. CONTAINING 2,079,053 SQUARE FEET, OR 47.728 ACRES, MORE OR LESS.

EXHIBIT B
LEGAL DESCRIPTION OF FIRE STATION PROPERTY

[To be added from Plat information]

EXHIBIT C
RELEASE OF OPTION AND DEED OF RELEASE

[see attached]