

ORDINANCE O-2024-32

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A REAL ESTATE CONTRACT FOR THE PURCHASE OF
CERTAIN PROPERTY FOR PUBLIC PURPOSES BY THE CITY OF WHEATON
(WEST LAKE OF THE STREAMS SUBDIVISION, P.I.N. 05-19-400-025)**

WHEREAS, Douglas Johnson ("Seller") is the owner of certain real property located within the City of Wheaton, DuPage County, Illinois (sometimes referred to as the West Lake of the Streams Subdivision), and legally described in Exhibit A attached hereto and incorporated herein ("the Property"); and

WHEREAS, for this arms-length transaction, the Seller desires to sell to the City of Wheaton ("City"), and the City desire to purchase from the Seller, the Property, subject to and in accordance with the terms and conditions set forth in the Real Estate Contract ("the Contract") attached hereto and incorporated herein as Exhibit B for the purchase price of \$15,000 plus closing costs; and

WHEREAS, pursuant to the provisions of Article 11 of the Illinois Municipal Code, the City is authorized to purchase real and personal property for public purposes; and

WHEREAS, the corporate authorities of the City have determined that the purchase of the Property is for the public purpose of a stream naturalization project which significantly enhances the ecological health of the watershed by restoring a natural flow regime, reestablishing native vegetation, and improving aquatic habitats, which in turn supports biodiversity, reduces the impacts of flooding, improves water quality, and increases the resilience of ecosystems to climate change, and deem it advisable and necessary for the health, safety, and welfare of the residents of the City.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Wheaton, DuPage County, Illinois, as follows:

Section 1: The foregoing recitals are incorporated herein as findings of the City.

Section 2: That the Mayor is authorized to execute, and the City Clerk is directed to attest to, the Contract between the City of Wheaton and Douglas Johnson, for the purchase by the City of the West Lake in the Streams subdivision, in substantially the form attached hereto as Exhibit B.

Section 3: That the City Attorney is authorized to do all things necessary to effectuate the purchase of the Property, including but not limited to ordering title commitment and executing documents at the closing on the Property.

Section 4: That this Ordinance shall become effective immediately upon passage.


Philip J. Suen
Mayor

ATTEST:


Andrea Rosedale
City Clerk

Roll Call Vote:

Ayes: Councilwoman Robbins
Councilman Weller
Councilman Barbier
Councilwoman Bray-Parker
Councilman Brown
Mayor Suess
Councilman Clousing

Nays: None

Absent: None

Motion Carried Unanimously

Passed: November 18, 2024

Published: November 19, 2024

EXHIBIT A

THAT PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 18 IN THE STREAMS UNIT 4, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 AND PART OF THE SOUTH EAST 1/4 OF SAID SECTION 19, THENCE NORTHERLY ALONG THE EASTERLY LINE OF THE STREAMS UNIT 4, AFORESAID, THE FOLLOWING 5 COURSES OR CURVES AND DISTANCES; (1) NORTH 42 DEGREES WEST A DISTANCE OF 304.00 FEET TO A POINT OF TANGENCY; (2) THENCE NORTHWESTERLY ALONG AN ARC OF A CIRCLE, CONVEX TO THE NORTH EAST, HAVING A RADIUS OF 413.00 FEET, THE CHORD THEREOF HAVING A BEARING OF NORTH 57 DEGREES, 52 MINUTES, 30 SECONDS WEST AND A LENGTH OF 225.94 FEET, AN ARC DISTANCE OF 228.86 FEET TO A POINT OF CURVATURE; (3) THENCE NORTH 73 DEGREES 45 MINUTES WEST, A DISTANCE OF 63.08 FEET; (4) THENCE NORTHEASTERLY ALONG AN ARC OF A CIRCLE, HAVING A RADIUS OF 823.00 FEET, THE CHORD THEREOF HAVING A BEARING OF NORTH 7 DEGREES, 11 MINUTES, 40 SECONDS EAST, AND A LENGTH OF 193.68 FEET, AN ARC DISTANCE 194.13 FEET TO A POINT OF CURVATURE; (5) THENCE NORTH 0 DEGREES, 26 MINUTES, 13 SECONDS EAST, A DISTANCE OF 197.66 FEET TO A POINT ON THE SOUTH LINE OF A PUBLIC STREET WHICH WAS DEDICATED PER PLAT THEREOF, RECORDED MAY 12, 1971 AS DOCUMENT NO. R71-19898; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID DEDICATED PUBLIC STREET THE FOLLOWING 2 COURSES OR CURVES AND DISTANCES: (1) NORTH 87 DEGREES, 21 MINUTES, 56 SECONDS EAST, A DISTANCE OF 794.44 FEET TO POINT OF CURVATURE; (2) THENCE SOUTHEASTERLY ALONG AN ARC OF A CIRCLE, CONVEX TO THE NORTH EAST, HAVING A RADIUS OF 180.00 FEET, THE CHORD THEREOF HAVING A BEARING OF SOUTH 81 DEGREES, 58 MINUTES, 49 SECONDS EAST AND A LENGTH OF 66.56 FEET, AN ARC DISTANCE OF 66.94 FEET, MORE OR LESS TO THE MOST NORTHERLY CORNER OF LOT 12 IN THE STREAMS UNIT 2, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 19, AFORESAID; THENCE SOUTH 48 DEGREES WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 12, A DISTANCE OF 234.93 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 12; THENCE EASTERLY AND SOUTHERLY ALONG THE WESTERLY, SOUTHERLY AND NORTHERLY LINES OF THE STREAMS UNIT 2, AFORESAID, THE FOLLOWING 12 COURSES AND DISTANCES; (1) SOUTH 42 DEGREES EAST, A DISTANCE OF 176.37 FEET; (2) THENCE NORTH 48 DEGREES EAST, A DISTANCE OF 63.00 FEET; (3) THENCE SOUTH 42 DEGREES EAST, A DISTANCE OF 197.71 FEET; (4) THENCE SOUTH 48 DEGREES WEST, A DISTANCE OF 175.00 FEET; (5) THENCE SOUTH 42 DEGREES EAST, A DISTANCE OF 79.75 FEET; (6) THENCE NORTH 88 DEGREES, 00 MINUTES, 21 SECONDS EAST, A DISTANCE OF 264.90 FEET; (7) THENCE NORTH 48 DEGREES EAST, A DISTANCE OF 117.09 FEET; (8) THENCE SOUTH 42 DEGREES EAST, A DISTANCE OF 229.38 FEET; (9) THENCE SOUTH 48 DEGREES WEST, A DISTANCE OF 90.00 FEET; (10) THENCE SOUTH 36 DEGREES, 08 MINUTES, 36 SECONDS WEST, A DISTANCE OF 207.36; (11) THENCE SOUTH 68

DEGREES, 33 MINUTES, 22 SECONDS WEST, A DISTANCE OF 100.25 FEET; (12) THENCE SOUTH 48 DEGREES, 21 MINUTES, 21 SECONDS WEST, A DISTANCE OF 145.66 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINES OF LOT 1 IN SHANNON INC. ASSESSMENT PLAT NO. 1, AS PER PLAT THEREOF, RECORDED APRIL 19, 1973 AS DOCUMENT NO. R73-21872,

THE FOLLOWING 3 COURSES AND DISTANCES; (1) NORTH 23 DEGREES, 05 MINUTES, 00 SECONDS WEST A DISTANCE OF 257.07 FEET; (2) THENCE SOUTH 87 DEGREES 55 MINUTES WEST, A DISTANCE OF 352.41 FEET; (3) THENCE SOUTH 48 DEGREES WEST, A DISTANCE OF 163.63 FEET; THENCE SOUTHERLY ALONG THE WESTERLY LINE AND SAID LINE EXTENDED OF LOT 1 IN SHANNON INC. ASSESSMENT PLAT NO. 1, AFORESAID,

THE FOLLOWING 2 CURVES OR COURSES OR DISTANCES; (1) SOUTHEASTERLY ALONG AN ARC OF A CIRCLE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 267.00 FEET, THE CHORD HAVING A BEARING OF SOUTH 18 DEGREES, 30 MINUTES, 05 SECONDS EAST, AND LENGTH OF 150.93 FEET AN ARC DISTANCE OF 153.02 FEET TO A POINT OF TANGENCY; (2) THENCE SOUTH 2 DEGREES 5 MINUTES EAST, A DISTANCE OF 150.22 FEET; THENCE NORTH 88 DEGREES, 00 MINUTES, 21 SECONDS EAST, A DISTANCE OF 90 FEET; THENCE SOUTH 2 DEGREES 5 MINUTES EAST, A DISTANCE OF 40 FEET TO A POINT ON THE NORTH LINE OF CREEKSIDER DR; THENCE SOUTH 87 DEGREES 55 MINUTES WEST, ALONG SAID NORTH LINE OF CREEKSIDER DR. AND A 25 FOOT WIDE STRIP OF LAND CONVEYED TO THE WHEATON SANITARY DISTRICT BY DOCUMENT NO. 218600; TO THE WEST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 19, THENCE NORTH ALONG THE WEST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 19 TO THE SOUTHEASTERLY LINE OF LOT 18 IN THE STREAMS UNIT 4 AFORESAID, THENCE NORTH EAST ALONG SAID SOUTHEASTERLY LINE OF SAID LOT 18 TO THE POINT OF BEGINNING (EXCEPT THAT PART FALLING IN JAY C. BENNETT SR. COUNTY CLERK DRAKE TERRACE ASSESSMENT PLAT PER DOCUMENT R80-50334 AND ALSO EXCEPT THAT PART WITHIN DRAKE TERRACE CONDOMINIUM AREA PLAT OF SURVEY RECORDED AS DOCUMENT R79-99550) IN DUPAGE COUNTY, ILLINOIS.

**REAL ESTATE CONTRACT FOR PURCHASE OF PROPERTY
(West Lake of the Streams Subdivision, P.I.N. 05-19-400-025)**

1. **PURCHASER, SELLER AND PROPERTY:** The City of Wheaton, 303 W. Wesley Street, Wheaton, DuPage County, Illinois, a home rule municipal corporation ("Purchaser"), agrees to purchase and Douglas Johnson ("Seller") agrees to sell a parcel of property located in Wheaton, Illinois ("Property"), which is legally described as follows:

See Legal Description attached hereto and incorporated herein as Exhibit A.

No common address: West Lake in the Streams Subdivision

PIN: 05-19-400-025

2. **PURCHASE PRICE:** Purchaser shall pay Seller the sum of Fifteen Thousand Dollars and No Cents (\$15,000.00) at closing for the Property, plus or minus prorations.

3. **DEED AND OTHER CLOSING DOCUMENTS:** Seller shall convey or cause to be conveyed by recordable warranty deed, which Purchaser shall prepare, good and merchantable title to Purchaser, with release of homestead rights subject only to the following permitted exceptions:

- a) general real estate taxes not yet due and payable;
- b) public utility easements that do not interfere with Purchaser's intended use of the Property;
- c) covenants and conditions of record that do not interfere with Purchaser's intended use of the Property;

Seller shall sign an Affidavit of Title, which shall be prepared by Purchaser, in customary form, at or prior to closing subject only to the permitted exceptions listed above. Seller shall also sign at closing an ALTA Statement, which shall be prepared by Purchaser, as well as any other

documents required by the title company and/or necessary to effectuate the terms of this Contract.

4. **CLOSING:** The closing shall occur within thirty (30) days of approval of this Contract by the City Council (hereinafter "Closing Date"), unless otherwise extended as provided for in this Contract or by the mutual agreement of the parties. The closing shall take place at the offices of the title company at a location mutually acceptable to the parties. Purchaser shall be solely responsible for all closing costs, with the exception of Seller's attorney's fees and any costs to record a release(s) for any mortgages or liens.

5. **POSSESSION:** Seller shall deliver possession of the Property at closing.

6. **TITLE COMMITMENT:** Upon acceptance of this Contract, Purchaser shall order and procure a title commitment for an owner's title insurance policy covering the Property in the amount of the purchase price. The title commitment shall show title in the Seller's name subject only to (a) the permitted Exceptions listed in this Contract, and (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed. The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the permitted exceptions. Purchaser shall be solely responsible for all costs associated with the commitment for title insurance and the title insurance policy.

If the title commitment discloses unpermitted exceptions, Seller shall have 30 days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions and the closing

date shall be automatically delayed as necessary. If Seller fails to do so, Purchaser may elect, upon notice to Seller after the expiration of the 30-day period, to (i) terminate this Contract; or (ii) take the title as it then is with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount; or (iii) postpone the closing date until such time when the Seller has had said exceptions waived.

7. **REAL ESTATE TAXES:** Seller shall be solely responsible for the 2024 real estate taxes through the Closing Date; a credit shall be given to Purchaser at closing for the 2024 real estate taxes through the Closing Date.

8. **TIME:** Time is of the essence of this contract.

9. **NOTICES:** All notices herein required shall be in writing and shall be served on the parties or the parties' attorney, by regular mail with a facsimile copy to the attorney as follows:

If to Seller: Douglas Johnson
~~5600~~ Minkler Road
Yorkville, IL 60560

If to Purchaser: City of Wheaton
Attn: Dawn Didier
303 W. Wesley St.
Wheaton, IL 60187
(630) 260-2013

10. **SELLER'S OBLIGATIONS, REPRESENTATIONS AND WARRANTIES:** Seller represents and warrants to Purchaser as follows, and each such representation and warranty of Seller shall be true at closing, and shall be deemed remade as of the Closing Date and shall survive the closing of this transaction:

- a) Seller has full capacity, right, power and authority to execute, deliver and perform this Contract and all documents to be executed by Seller pursuant hereto on behalf

of Seller, and to bind Seller hereby, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Contract and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same and to bind Seller thereto.

- b) Except for Seller, there are no persons or entities in possession or occupancy of the Property or any part thereof, nor are there any persons or entities who have possessory rights or leaseholds with respect to the Property or any part thereof which would extend beyond the Closing Date.
- c) There are no claims, suits, causes of action or other litigation or proceedings pending with respect to or affecting the ownership or operation of the Property.
- d) Seller represents that neither Seller, nor Seller's agents have received any notices from any city, village or other governmental authority of environmental, zoning, building, fire or health code violations in respect to the Property.
- e) Seller has received no notice of any condemnation of any part of the Property, any special tax or assessment to be levied against the Property or any change in the tax assessment of the Property.
- f) There are not owing any delinquent taxes or assessments of any kind on the Property.
- g) No person, firm, corporation or other entity has any right or option to acquire the Property or any part thereof from Seller except for Purchaser.
- h) Seller will not enter or extend any contracts or leases affecting the Property after the effective date hereof.

- i) Seller represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code; and is, therefore, exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exception Certification set forth in said Section.
- j) Seller has not employed the services of a real estate broker.
- k) Seller agrees that he will, in writing, furnish to the Purchaser within five (5) days from the date of this Contract, a list of all liens of any kind known to the Seller, including but not limited to mortgages, mechanics liens, judgement liens, and past due taxes.
- l) Seller acknowledges that he has had an opportunity to review this Contract, and he has had an opportunity, if he so chose, to contact an attorney of his choice to review this Contract and enter into the Contract fully understanding the nature thereof.

11. HAZARDOUS MATERIALS: Seller represents to the best of Seller's knowledge that:

- (i) the Property or any part thereof has never been used as a sanitary landfill, waste dump site or for the treatment, storage or disposal of Hazardous Materials; (ii) no underground tanks (or piping) are or have been present on the Property; (iii) no Release of Hazardous Materials has occurred from or upon the Property; (iv) the Property does not contain any Hazardous Materials; and (v) Seller has delivered to Purchaser all reports, assessments and studies in Seller's possession which relate to the environmental condition of the Property. The term "Release" or "Released" shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migration on or from

the Property, or disposing of Hazardous Materials into the environment, as "environment" is defined in CERCLA (See definition of "Hazardous Materials" below).

"Hazardous Material" means any hazardous substance, pollutant, or contaminant regulated under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. 9601 *et seq.* ("CERCLA"); oil and petroleum products and by-products and natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel, urea, formaldehyde foam insulation, and chlorofluoro carbons; pesticides regulated under the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 *et seq.*; asbestos, polychlorinated biphenyl, and other substance regulated under the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 *et seq.*; chemicals subject to the Occupational Safety and Health Standards, Hazard Communication, 29 C.F.R. 1900.1200, as amended; source material, special nuclear, by-product materials, and any other radioactive materials or radioactive wastes, however produced, regulated under the requirements with respect to the construction, use or occupancy of the Property or any part thereof.

12. COUNTERPARTS: This Contract may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same contract.

13. ENTIRE AGREEMENT: This Contract embodies the entire agreement and understanding between Seller and Purchaser and there are no other agreements, representations or understandings, oral or written, between the parties with respect to the subject matter of this Contract. No alteration, modification, amendment or change of this Contract shall be valid, unless in writing, signed by both parties.

14. **SEVERABILITY:** The invalidity of any paragraph or subparagraph of this Contract shall not impair the validity of any other paragraph or subparagraph. If any provision of this Contract is determined to be unenforceable, such provision shall be determined severable and the Contract may be enforced with such provision severed or with such provision as modified.

15. **ENFORCEABILITY:** This Contract shall not be binding upon Purchaser unless and until it has been duly approved and adopted by the City Council.

16. **APPLICABLE LAW AND VENUE:** This Contract shall be governed by the laws of the State of Illinois. Venue for any disputes arising out of this Contract shall only be proper in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

17. **DEFAULT:** In the event of default, both Purchase and Seller shall be entitled to any and all remedies at law or in equity.

PURCHASER:

CITY OF WHEATON

Mayor

ATTEST:

Andrea Renedall

City Clerk

Date: 11/19/2024

SELLER:

DOUGLAS JOHNSON

Douglas Johnson

Date: 11-1-24

EXHIBIT A

THAT PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 18 IN THE STREAMS UNIT 4, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 AND PART OF THE SOUTH EAST 1/4 OF SAID SECTION 19, THENCE NORTHERLY ALONG THE EASTERLY LINE OF THE STREAMS UNIT 4, AFORESAID, THE FOLLOWING 5 COURSES OR CURVES AND DISTANCES; (1) NORTH 42 DEGREES WEST A DISTANCE OF 304.00 FEET TO A POINT OF TANGENCY; (2) THENCE NORTHWESTERLY ALONG AN ARC OF A CIRCLE, CONVEX TO THE NORTH EAST, HAVING A RADIUS OF 413.00 FEET, THE CHORD THEREOF HAVING A BEARING OF NORTH 57 DEGREES, 52 MINUTES, 30 SECONDS WEST AND A LENGTH OF 225.94 FEET, AN ARC DISTANCE OF 228.86 FEET TO A POINT OF CURVATURE; (3) THENCE NORTH 73 DEGREES 45 MINUTES WEST, A DISTANCE OF 63.08 FEET; (4) THENCE NORTHEASTERLY ALONG AN ARC OF A CIRCLE, HAVING A RADIUS OF 823.00 FEET, THE CHORD THEREOF HAVING A BEARING OF NORTH 7 DEGREES, 11 MINUTES, 40 SECONDS EAST, AND A LENGTH OF 193.68 FEET, AN ARC DISTANCE 194.13 FEET TO A POINT OF CURVATURE; (5) THENCE NORTH 0 DEGREES, 26 MINUTES, 13 SECONDS EAST, A DISTANCE OF 197.66 FEET TO A POINT ON THE SOUTH LINE OF A PUBLIC STREET WHICH WAS DEDICATED PER PLAT THEREOF, RECORDED MAY 12, 1971 AS DOCUMENT NO. R71-19898; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID DEDICATED PUBLIC STREET THE FOLLOWING 2 COURSES OR CURVES AND DISTANCES: (1) NORTH 87 DEGREES, 21 MINUTES, 56 SECONDS EAST, A DISTANCE OF 794.44 FEET TO POINT OF CURVATURE; (2) THENCE SOUTHEASTERLY ALONG AN ARC OF A CIRCLE, CONVEX TO THE NORTH EAST, HAVING A RADIUS OF 180.00 FEET, THE CHORD THEREOF HAVING A BEARING OF SOUTH 81 DEGREES, 58 MINUTES, 49 SECONDS EAST AND A LENGTH OF 66.56 FEET, AN ARC DISTANCE OF 66.94 FEET, MORE OR LESS TO THE MOST NORTHERLY CORNER OF LOT 12 IN THE STREAMS UNIT 2, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 19, AFORESAID; THENCE SOUTH 48 DEGREES WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 12, A DISTANCE OF 234.93 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 12; THENCE EASTERLY AND SOUTHERLY ALONG THE WESTERLY, SOUTHERLY AND NORTHERLY LINES OF THE STREAMS UNIT 2, AFORESAID, THE FOLLOWING 12 COURSES AND DISTANCES; (1) SOUTH 42 DEGREES EAST, A DISTANCE OF 176.37 FEET; (2) THENCE NORTH 48 DEGREES EAST, A DISTANCE OF 63.00 FEET; (3) THENCE SOUTH 42 DEGREES EAST, A DISTANCE OF 197.71 FEET; (4) THENCE SOUTH 48 DEGREES WEST, A DISTANCE OF 175.00 FEET; (5) THENCE SOUTH 42 DEGREES EAST, A DISTANCE OF 79.75 FEET; (6) THENCE NORTH 88 DEGREES, 00 MINUTES, 21 SECONDS EAST, A DISTANCE OF 264.90 FEET; (7) THENCE NORTH 48 DEGREES EAST, A DISTANCE OF 117.09 FEET, (8) THENCE SOUTH 42 DEGREES EAST, A DISTANCE OF 229.38 FEET; (9) THENCE SOUTH 48 DEGREES WEST, A DISTANCE OF 90.00 FEET; (10) THENCE SOUTH 36 DEGREES, 08 MINUTES, 36 SECONDS WEST, A DISTANCE OF 207.36; (11) THENCE SOUTH 68

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