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Book - 10067 Pg - 3020-3031  
Gary W. Ott  
Recorder, Salt Lake County, UT  
METRO NATIONAL TITLE  
BY: eCASH, DEPUTY - EF 12 P.

RETURN RECORDED DOCUMENT TO:

4 Independence, LLC  
c/o Nate Shipp  
1099 W. South Jordan Parkway  
South Jordan, Utah 84095

MNT 26760  
# 33-14-200-007

### CROSS EASEMENT

THIS CROSS EASEMENT AGREEMENT (the "Agreement") is established this 17th day of October, 2012, by 4 INDEPENDENCE, LLC, a Utah limited liability company ("Independence") for the benefit and burden of itself and future owners of the parcels described herein, as follows. It is expressly intended that there be no merger of interest arising as a result of the common ownership of the parcels at this time by Independence.

A. Independence is the owner of certain real property located in Bluffdale, Utah, including the "Plat A Property" described in Exhibit A (attached and incorporated herein) and the remaining portions of Phase 1, Independence at the Point (described in Exhibit E) (the Plat "A" Property and Phase 1, Independence at the Point are referred to collectively as the "Development Parcel").

B. The Property that is described in Exhibit B as the Plat C is property is intended to be sold in the near future to a new owner for that owner to develop and construct a multi-family low income apartment community. (The Development Parcel and Plat C are sometimes referred to collectively as the "Properties").

C. Independence desires to establish certain non-exclusive cross access easements over, under, across and upon the property described in Exhibit C attached (the "Perimeter Road") and Exhibit D attached (the "Connector Road"), for the purpose of allowing for and creating a right for (1) access, ingress and egress as set forth herein, and (2) the installation and maintenance of underground utilities of every type (including but not limited to culinary, water, sewer, storm drain, power, gas, telephone and cable lines) for each of the Properties. Such easements shall benefit and burden each of the Properties, as well as any of the other property owned by Independence and the present and future owners, tenants, occupants and invitees thereof.

D. The right of way described in Exhibit D, the Connector Road, is also intended to benefit the City of Bluffdale, which may use this right of way on a temporary basis until dedication, to provide emergency and other services to the Property.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, Independence, as the owner of all of the property described herein, establishes easements and rights of way for the benefit and burden of all present and future owners of the Properties, and their respective tenants, employees, agents, contractors, customers, invitees and

their licensees (collectively, the "Permittees"), as well as for the City of Bluffdale as to the right of way described in Exhibit D as follows:

## **AGREEMENT**

1. **EASEMENTS.** Subject to any express conditions, limitations or reservations contained herein, and prior to the dedication of the Perimeter Road, Independence hereby grants, conveys and establishes for the benefit of all current and future Owners, lawful occupants and their Permittees of the "Development Parcel", a non-exclusive easement (A) over, under and across the portion of the Perimeter Road located on the Plat C Property, for the purpose of constructing, operating, maintaining, repairing and replacing a roadway, utilities, and improvements within the Perimeter Road, and for vehicular and pedestrian ingress and egress thereon, and (B) for the purpose of constructing, operating, maintaining, repairing and replacing underground culinary water, sewer, storm drain, power, gas, telephone, and cable lines underneath the Perimeter Road.

Subject to any express conditions, limitations or reservations contained herein, Independence also grants, conveys and establishes for the benefit of the Plat C Property and all current and future Owners, lawful occupants and Permittees of the Plat C Property or any portion thereof, a non-exclusive and perpetual easement (A) over, under and across the Connector Road for the purpose of access of every type to Plat C, including but not limited to, access for constructing, operating, maintaining, repairing, replacing and connecting roadways, utilities, and improvements within the Connector Road, and for vehicular and pedestrian ingress and egress thereto, and (B) for the purpose of constructing, operating, maintaining, repairing and replacing underground culinary water, sewer, storm drain, power, gas, telephone, and cable lines underneath the Connector Road for the benefit of Plat C.

Independence and any future owners of the Development Parcel and the Plat C Property are, by acceptance of this Easement, obligated to fully cooperate in, participate in, and grant the necessary title to the Property located within their respective parcels in connection with the public dedication of those portions of their property to permit the timely dedication of both the Connector Road and the Perimeter Road, and upon such public dedication, provided that all of the rights created herein are protected, this Agreement shall immediately and automatically terminate and the Parties shall be released from their obligations hereunder. The owner(s) of the Development Parcel shall be deemed to have consented (without any further action required by such owner(s)) to the dedication by the owner(s) of the Plat C Property of the Perimeter Road, and the owner(s) of the Plat C Property shall be deemed to have consented (without any further action required by such owner(s)) to the dedication by the owner(s) of the Development Parcel of the Connector Road.

## **2. OBLIGATIONS PRIOR TO DEDICATION**

2.1 The owner of Plat C shall be obligated, at his sole expense, to construct the Perimeter Road to the specifications of the City of Bluffdale sufficient for dedication, and cause this road to be dedicated. The cost of installing utilities within the Perimeter Road shall be the expense of the owner installing those utilities. The Perimeter Road shall be completed and

submitted for dedication prior to the time that the final certificate of occupancy is granted for approved dwellings within Plat C, but in no event later than June 1, 2013.

2.2 The owner of Plat A shall be obligated, at his sole expense, to construct the Connector Road to the specifications of the City of Bluffdale sufficient for dedication, and cause this road to become dedicated. The cost of installing utilities within the Connector Road shall be the expense of the owner installing those utilities. The Connector Road shall be completed and submitted for dedication by the Plat A owner so that the issuance of certificates of occupancy for approved dwellings within Plat C is not delayed, but in no event later than June 1, 2013.

2.3 Until dedication, the cost of maintaining the Perimeter Road and the Connector Road shall fall upon the owner who is responsible to construct that road as described herein.

2.4 If any owner causes utilities to be installed within the easement of either the Perimeter Road or the Connector road, that owner shall at his separate expense restore the surface of the affected road to its prior condition, and shall indemnify and hold the other owners harmless from any and all claims (including attorney's fees reasonably incurred) arising from or related to the installation of said utilities.

### 3. REMEDIES AND ENFORCEMENT.

3.1 All Legal and Equitable Remedies Available. In the event of a default or threatened default by the Owners or their Permittees of the Development Parcel or Plat C, any affected Owner or Permittee, or their Lenders with record interests, as applicable, shall be entitled forthwith to full and adequate relief by injunction, and by all other available legal and equitable remedies, from the consequences of such breach, including payment of any amounts due and specific performance.

3.2 No Termination for Default. Notwithstanding the foregoing to the contrary, no default hereunder shall entitle any Owner or Permittee to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Property made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any such lender or lien holder who may acquire all or any portion of either of the Properties by foreclosure, trustee's sale, or otherwise.

### 4. MISCELLANEOUS.

4.1 Attorneys' Fees. In the event an Owner of either the Development Parcel or Plat C, or any of their Permittees institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Owner or Permittee after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

4.2 Amendment. This Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of Owners of the Properties, evidenced by a document that has been fully executed and acknowledged by all such record owners and recorded in the official records of the Salt Lake County Recorder in the State of Utah.

4.3 No Waiver. No waiver of any default of any obligation by any beneficiary of this Easement shall be implied from any omission by them to take any action with respect to such default.

4.4 No Agency, Partnership or Joint Venture. Nothing in this Agreement shall be deemed or construed by any person to create the relationship of principal and agent, or of limited or general partners, or of joint venturers, or of any other association between any of the owners of the Properties.

4.5 Covenants to Run with Land. It is intended that each of the easements, rights of way, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the Properties and create equitable servitudes in favor of the Properties benefited thereby, and shall bind every person having any fee, leasehold or other interest therein, and shall inure to the benefit of the Parties and their respective successors, assigns, heirs, and personal representatives.

4.6 Severability. Each provision of this Agreement and the application thereof to the Properties are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the owners and Permittees agree to promptly cause such legal description to be prepared.

4.7 Governing Law. The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Agreement.

4.8 Bankruptcy. In the event of any bankruptcy affecting any Owner or Permittee of any Property, this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the affected Properties and that is not rejectable, in whole or in part, by the bankrupt debtor.

4.9 Insurance and Indemnity. Prior to commencing any work within or otherwise exercising any rights with respect to the Easements granted herein in connection with the Perimeter Road, any Owner exercising such right shall first provide public liability insurance in an amount of not less than \$2 million per incident and \$5 million in the aggregate, which policy shall also name the owner of Plat C and their lenders as additional insureds with a company and upon terms reasonably acceptable to the owners of Plat C. Any person using the Perimeter Road pursuant to the Easement created herein, as a condition precedent to such use, does by such use also release, indemnify, defend, and hold harmless the Plat C owner and their lenders and members from and against any and all judgments, claims, expenses, causes of action, damages, and liabilities (including reasonable attorneys' fees and actual costs) (the "Claims and Actions"),

directly or indirectly arising out of that use of the Perimeter Road, including, without limitation, any Claims or Actions relating to their design, construction, use, operation, maintenance, repair or security of the Easement; provided, such indemnification shall not extend to or be applied with respect to any Claims or Actions arising out of the willful misconduct or gross negligence of the owner of Plat C or their lenders and members.

Prior to commencing any work within or otherwise exercising any rights with respect to the Easements granted herein in connection with the Connector Road, any Owner exercising such right shall first provide public liability insurance in an amount of not less than \$2 million per incident and \$5 million in the aggregate, which policy shall also name the owner of Plat A and their lenders as additional insureds with a company and upon terms reasonably acceptable to the owners of Plat A. Any person using the Connector Road pursuant to the Easement created herein, as a condition precedent to such use, does by such use also release, indemnify, defend, and hold harmless the Plat A owner from and against any and all judgments, claims, expenses, causes of action, damages, and liabilities (including reasonable attorneys' fees and actual costs) (the "Claims and Actions"), directly or indirectly arising out of that use of the Connector Road, including, without limitation, any Claims or Actions relating to their design, construction, use, operation, maintenance, repair or security of the Easement; provided, such indemnification shall not extend to or be applied with respect to any Claims or Actions arising out of the willful misconduct or gross negligence of the owner of Plat A.

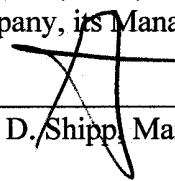
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IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

**INDEPENDENCE:**

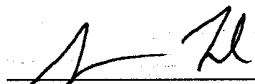
4 INDEPENDENCE, LLC, a Utah limited liability company

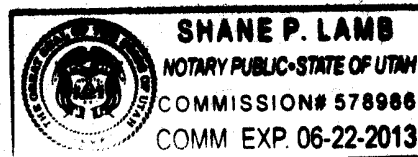
By: DAI PARTNERS, LLC, a Utah limited liability company, its Manager

By:   
Nathan D. Shipp, Manager

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

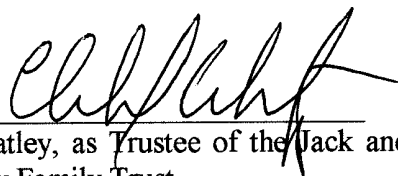
On the 10 day of October, 2012, personally appeared before me Nathan D. Shipp, the Manager of DAI Partners, LLC, a Utah limited liability company, a Manager of 4 Independence, LLC, a Utah limited liability company, and the signer of the foregoing instrument, who duly acknowledged before me that he executed the same on behalf of said company for its stated purpose.

  
Notary Public



**CONSENT**

In accordance with the terms of that certain Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Rents dated December 27, 2011, and recorded in the official records of the Salt Lake County Recorder on March 12, 2012, as Instrument No. 11348840, in Book 9998 and commencing on Page 8447 (the "Family Trust Deed of Trust"), the undersigned of this Consent (the "Undersigned") has an interest in all or a portion of the property more fully described in this Cross Easement (the "Encumbered Property"). The Undersigned hereby acknowledges and agrees that any foreclosure of the Family Trust Deed of Trust shall not extinguish this Agreement or the rights and easements granted hereunder, and the purchaser at any such foreclosure sale shall take title subject to this Agreement. Further, the Undersigned hereby consents to the execution and recordation of this Agreement.



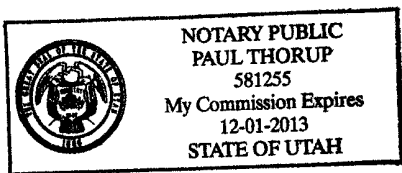
Charles Wheatley, as Trustee of the Jack and Mary Lois Wheatley Family Trust

STATE OF UTAH                    )  
  : ss  
COUNTY OF SALT LAKE    )

On the 15 day of October, 2012, personally appeared before me Charles Wheatley, as Trustee of the Jack and Mary Lois Wheatley Family Trust, and the signer of the foregoing instrument, who duly acknowledged before me that he executed the same on behalf of said trust for its stated purpose.



Notary Public



**EXHIBIT A**

**PLAT "A", INDEPENDENCE AT THE POINT**

A PORTION OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT S89°46'54"W ALONG THE SECTION LINE 252.74 FEET FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S0°07'57"W 13.91 FEET; THENCE S35°19'47"W 11.30 FEET; THENCE ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE LEFT 18.43 FEET THROUGH A CENTRAL ANGLE OF 35°11'51" (CHORD S17°43'52"W 18.14 FEET); THENCE S0°07'57"W 18.76 FEET; THENCE ALONG THE ARC OF A 1030.00 FOOT RADIUS CURVE TO THE RIGHT 54.56 FEET THROUGH A CENTRAL ANGLE OF 3°02'06" (CHORD: S1°39'00"W 54.56 FEET); THENCE ALONG THE ARC OF A 1430.00 FOOT RADIUS CURVE TO THE RIGHT 180.47 FEET THROUGH A CENTRAL ANGLE OF 7°13'52" (CHORD: S6°46'59"W 180.35 FEET); THENCE N79°36'05"W 60.00 FEET; THENCE S89°43'51"W 705.00 FEET; THENCE N0°16'09"W 97.50 FEET; THENCE N6°11'34"E 35.18 FEET; THENCE N0°16'22"W 149.77 FEET; THENCE N89°46'54"E 796.40 FEET TO THE POINT OF BEGINNING.

CONTAINS: 5.06± ACRES



**EXHIBIT B**

**PLAT "C", INDEPENDENCE AT THE POINT**

LOCATED IN THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 89°46'54" WEST ALONG THE SECTION LINE 287.75 FEET AND SOUTH 292.66 FEET FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, S.L.B.&M; THENCE ALONG THE ARC OF A 1430.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: NORTH 79°36'05" WEST) TO THE RIGHT 1021.62 FEET THROUGH A CENTRAL ANGLE OF 40°56'00" (CHORD BEARS: SOUTH 30°51'55" WEST 1000.03 FEET); THENCE ALONG THE ARC OF A 780.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: NORTH 41°00'21" EAST) TO THE RIGHT 569.84 FEET THROUGH A CENTRAL ANGLE OF 41°51'31" (CHORD BEARS: NORTH 28°03'54" WEST 557.25 FEET); THENCE NORTH 7°08'08" WEST 191.40 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT 161.26 FEET THROUGH A CENTRAL ANGLE OF 30°47'51" (CHORD BEARS: NORTH 22°32'04" WEST 159.32 FEET); THENCE NORTH 52°04'00" EAST 60.00 FEET; THENCE NORTH 89°43'51" EAST 753.71 FEET; THENCE SOUTH 79°36'05" EAST 60.00 FEET TO THE POINT OF BEGINNING.

## EXHIBIT C

“Perimeter Road” around east (Heritage Crest Way) and west (Freedom Point Way)  
side of Plat “C”

LOCATED IN THE NORTHEAST ¼ OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 89°46'54" WEST ALONG THE SECTION LINE 287.75 FEET AND SOUTH 292.66 FEET FROM THE NORTHEAST CORNER OF SECTION 14, T4S, R1W, S.L.B.&M; THENCE ALONG THE ARC OF A 1430.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: NORTH 79°36'05" WEST) TO THE RIGHT 1021.62 FEET THROUGH A CENTRAL ANGLE OF 40°56'00" (CHORD BEARS: SOUTH 30°51'55" WEST 1000.03 FEET); THENCE ALONG THE ARC OF A 780.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: NORTH 41°01'21" EAST) TO THE RIGHT 569.84 FEET THROUGH A CENTRAL ANGLE OF 41°51'30" (CHORD BEARS: NORTH 28°03'54" WEST 557.25 FEET); THENCE NORTH 7°08'08" WEST 191.40 FEET; THENCE ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT 161.26 FEET THROUGH A CENTRAL ANGLE OF 30°47'51" (CHORD BEARS: NORTH 22°32'04" WEST 159.32 FEET); THENCE NORTH 52°04'00" EAST 60.00 FEET; THENCE ALONG THE ARC OF A 360.00 FOOT RADIUS CURVE TO THE RIGHT 193.51 FEET THROUGH A CENTRAL ANGLE OF 30°47'53" (CHORD BEARS: SOUTH 22°32'04" EAST 191.19 FEET); THENCE SOUTH 7°08'08" EAST 191.40 FEET; THENCE ALONG THE ARC OF A 720.00 FOOT RADIUS CURVE TO THE LEFT 470.55 FEET THROUGH A CENTRAL ANGLE OF 37°26'43" (CHORD BEARS: SOUTH 25°51'30" EAST 462.22 FEET); THENCE ALONG THE ARC OF A 5.00 FOOT RADIUS CURVE TO THE LEFT 7.54 FEET THROUGH A CENTRAL ANGLE OF 86°24'07" (CHORD BEARS: SOUTH 87°47'14" EAST 6.85 FEET); THENCE ALONG THE ARC OF A 1370.00 FOOT RADIUS CURVE TO THE LEFT 922.36 FEET THROUGH A CENTRAL ANGLE OF 38°34'29" (CHORD BEARS: NORTH 29°41'10" EAST 905.04'); THENCE SOUTH 79°36'05" EAST 60.00 FEET TO THE POINT OF BEGINNING.

## EXHIBIT D

### “Connector Road” from Plat C to Heritage Crest Way

(Future Heritage Crest Way North of subject property)

LOCATED IN THE NORTHEAST  $\frac{1}{4}$  OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED SOUTH  $89^{\circ}46'54''$  WEST ALONG THE SECTION LINE 252.75 FEET FROM THE NORTHEAST CORNER OF SECTION 14, T4S, R1W, S.L.B.&M; THENCE SOUTH  $0^{\circ}07'57''$  WEST 13.91 FEET; THENCE SOUTH  $35^{\circ}19'47''$  WEST 11.30 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE LEFT 18.43 FEET THROUGH A CENTRAL ANGLE OF  $35^{\circ}11'51''$  (CHORD BEARS: SOUTH  $17^{\circ}43'52''$  WEST 18.14 FEET); THENCE SOUTH  $0^{\circ}07'57''$  WEST 18.76 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 1030.00 FOOT RADIUS CURVE TO THE RIGHT 54.56 FEET THROUGH A CENTRAL ANGLE OF  $3^{\circ}02'06''$  (CHORD BEARS: SOUTH  $1^{\circ}39'00''$  WEST 54.56 FEET); THENCE ALONG THE ARC OF A 1430.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT 180.47 FEET THROUGH A CENTRAL ANGLE OF  $7^{\circ}13'52''$  (CHORD BEARS: SOUTH  $6^{\circ}46'59''$  WEST 180.35 FEET); THENCE NORTH  $79^{\circ}36'05''$  WEST 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE ALONG THE ARC OF A 1370.00 FOOT RADIUS CURVE TO THE LEFT (RADIUS BEARS: NORTH  $79^{\circ}36'06''$  WEST) 172.89 FEET THROUGH A CENTRAL ANGLE OF  $7^{\circ}13'51''$  (CHORD BEARS: NORTH  $6^{\circ}46'56''$  EAST 172.78 FEET); THENCE ALONG THE ARC OF A 970.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT 51.38 FEET THROUGH A CENTRAL ANGLE OF  $3^{\circ}02'06''$  (CHORD BEARS: NORTH  $1^{\circ}39'00''$  EAST 51.38 FEET); THENCE NORTH  $0^{\circ}07'57''$  EAST 18.76 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE LEFT 18.43 FEET THROUGH A CENTRAL ANGLE OF  $35^{\circ}11'45''$  (CHORD BEARS: NORTH  $17^{\circ}28'00''$  WEST 18.14 FEET); THENCE NORTH  $35^{\circ}03'56''$  WEST 11.30 FEET; THENCE NORTH  $0^{\circ}07'57''$  EAST 13.40 FEET; THENCE NORTH  $89^{\circ}46'54''$  EAST 84.00 FEET TO THE POINT OF BEGINNING.

**EXHIBIT E**

**INDEPENDENCE AT THE POINT, PHASE 1 PROPERTY**

Property located in Salt Lake County, State of Utah, and is more particularly described as follows:

**INDEPENDENCE AT THE POINT, PHASE 1**

Located in the Northeast 1/4 of Section 14 Township 4 South, Range 1 West, Salt Lake Base & Meridian and more particularly described as follows:

Beginning at the Northeast Corner of Section 14, T4S, R1W, S.L.B.&M. (basis of bearing: S89°46'54"W from the Northeast Corner to the North 1/4 Corner of Section 14, T4S, R1W, S.L.B.&M.) thence S11°21'38"W 380.46 feet; thence N78°13'55"W 106.09 feet; thence along the arc of a 1548.00 foot radius non-tangent curve (radius bears: N78°13'55"W) to the right 15.31 feet through a central angle of 0°34'00" (chord bears: S12°03'05"W 15.31 feet); thence N77°39'55"W 118.00 feet; thence along the arc of a 1430.00 foot radius non-tangent curve (radius bears: N77°39'55"W) to the right 973.30 feet through a central angle of 38°59'49" (chord bears: S31°50'00"W 954.62 feet); thence along the arc of a 780.00 foot radius non-tangent curve (radius bears: N41°00'21"E) to the right 569.84 feet through a central angle of 41°51'31" (chord bears: N28°03'54"W 557.25 feet); thence N7°08'08"W 191.40 feet; thence along the arc of a 300.00 foot radius curve to the left 161.26 feet through a central angle of 30°47'51" (chord bears: N22°32'04"W 159.32 feet); thence N52°04'00"E 60.00 feet; thence N89°43'51"E 48.71 feet; thence N0°16'09"W 97.50 feet; thence N6°11'34"E 35.18 feet; thence N0°16'22"W 149.77 feet to the north line of Section 14, T4S, R1W, SLB&M; thence N89°46'54"E along said section line 1049.14 feet to the point of beginning

Contains: ±18.0 Acres