DOC ID 20190031205

Modification Agreement Page 1 of 12
Russell Shirts Washington County Recorder
08/06/2019 12:02:29 PM Fee \$40.00 By SOLIDIFI
TITLE AGENCY OF UTAH, LLC

## FIRST MODIFICATION, RENEWAL AND EXTENSION AGREEMENT

STATE OF UTAH

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COUNTY OF WASHINGTON

THIS FIRST MODIFICATION, RENEWAL AND EXTENSION AGREEMENT (the "Agreement") is made and entered into and effective as of the dates set forth below, by and between THRIVE LENDING FUND, LLC, a Texas limited liability company ("Lender"), and ZION RED ROCK RETREAT LLC, an Utah limited liability company ("Borrower").

## WITNESSETH:

WHEREAS, Lender is the solv owner and holder of one certain real estate lien note ("Note") dated April 3, 2018 in the original principal amount of ONE WILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,600,000.00) executed by Borrower, payable to the order of Lender in accordance with the terms set forth therein (the "Loan");

WHEREAS, the Note is secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing executed by Borrower to Steven Lovell, Trustee, dated of even date with the Note, filed for record in Document Number 201800813521 of the Official Public Records of Washington County, Utah ("Deed of Trust"), covering certain real property located in Washington County, Utah and improvements situated thereon, all as more particularly described in Exhibit "A" attached hereto and made a part hereof ("Property");

WHEREAS, Borrower caused to be issued by FIRST AMERICAN TITLE INSURANCE COMPANY (the "Title Company") to Lender that certain Loan Policy of Title Insurance (the "Policy") Policy No. 5011300-2664436e dated April 4, 2018, in the amount of the Note, insuring the dignity and priority of the lien created and evidenced by the Deed of Trust

WHEREAS, Borrower caused JUSTIN MABEY and MICHAEL JOHNSON ("Guarantor", whether one or more) to execute and deliver to Lender that certain Guaranty ("Guaranty") dated of even date with the Note pertaining to and guaranteeing payment of the Note and the Loan and performance of other obligations relating to the Loan by Borrower;

WHEREAS, Lender and Borrower now propose to modify certain terms and provisions of the Note, the Deed of Trust, the Guaranty, and other related documents executed by Borrower or third parties evidencing or securing the Loan (collectively called the "Loan Documents");

WHEREAS, Lender has agreed to such requests subject to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged and confessed. Forrower and Lender hereby agree as follows:

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- 1. Renewal and Extension of the Loan Documents. Borrower hereby (a) acknowledges that Borrower is primarily liable for the payment of the indebtedness evidenced by, and performance of the obligations of the Maker (as such term is used and defined in the Note) under the Loan Documents; and (b) promises to pay to the order of Lender the indebtedness evidenced by the Note according to the terms thereof, as hereinafter modified, renewed and extended; and (c) promises to pay to Lender, upon execution of this Agreement: (i) a renewal fee equal to one and 50/100ths percent (1.50%) of the original principal amount of the Note (to with \$24,000.00) made payable to Thrive Lending Manager, LEC, (ii) attorney's fees incurred in connection with the preparation of this Agreement, and (iii) any other expenses incurred by Dender in connection with the preparation of this Agreement.
  - 2. Acknowledgment of Outstanding Balance. The parties hereto acknowledge that the outstanding principal balance of the Note as of the date hereof is ONE MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,600,000.00).
  - 3. Interest. The unpaid principal balance due under the Note, according to the terms therein and as modified herein whall bear interest at the annual rate of interest as provided in the Note, except from the date hereof, adjustments in the Contract Rate shall be made simultaneously with adjustments in the Prime Rate (as such terms are defined in the Note).
  - 4. Required Payments. Borrower shall pay the indebtedness, principal, and accrued interest evidenced by the Note and this Agreement as follows:

Accrued interest shall be due and payable monthly as it accrues, beginning JUNE 1, 2019 and continuing regularly thereafter until NOVEMBER 1, 2019, when the entire balance hereof, principal and accrued interest remaining unparts, shall be then due and payable

5. Usury. No provisions of this Agreement of the Note or any instrument evidencing or securing the Note, or otherwise relating to the indebtedness evidenced by the Note, shall require the payment or permit the collection, application or receipt of interest in excess of the maximum permitted by applicable state or federal law. If any excess of interest in such respect is herein or in any such other instrument provided for, or shall be adjudicated to be so provided for herein or in any such instrument, the provisions of this paragraph shall govern, and neither Borrower nor any endorsers of the Note nor their respective heirs, personal representatives, successors or assigns shall be obligated to pay the amount of such interest to the extent it is in excess of the amount permitted by applicable law. It is expressly stipulated and agreed to be the intent of Borrower and Lender to at all times comply with the usury and other laws relating to the Loan Documents and any subsequent revisions, repeals or judicial interpretations thereof, to the extent applicable thereto. In the event Lender or other holder of the Note ever receives, collects or applies as interest any such excess, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of the Note, and if, upon such application, the principal balance of the Note is paid in full, any remaining excess shall be forthwith paid to Borrower and the provisions of the Loan Documents shall immediately be deemed reformed and

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the amounts thereafter collectible thereunder reduced, without the necessity of execution of any new document, so as to comply with the then applicable law, but so as to permit the recovery of the fullest amount otherwise called for thereunder. In determining whether or not the interest paid or payable under any specific contingency exceeds the maximum interest allowed to be charged by applicable law, Borrower and Lender or other holder hereof shall, to the maximum extent permitted under applicable law, amortize, prorate, allocate and spread the total amount of interest throughout the entire term of the Note so that the amount or rate of interest charged for any and all periods of time during the term of the Note is to the greatest extent possible less than the maximum amount or rate of interest allowed to be charged by law during the relevant period of time. Notwithstanding any of the foregoing, if at any time applicable laws shall be changed so as to permit a higher rate or amount of interest to be charged than that permitted prior to such change, then unless prohibited by law, references in the Note to "applicable law" for purposes of determining the maximum interest or rate of interest that can be charged shall be deemed to refer to such applicable law as so amended to allow the greater amount or rate of interest.

- 6. Release and Waiver of Usury Claims. In consideration of the Lender's acceptance of Borrower's modification, renewal and extension of the Note and the Loan Documents as provided above, and the other benefits received by Borrower hereunder, Borrower hereby waives, releases and terminates all claims, or right to claim, whether known or unknown that Lender or any other party has charged, collected or received usurious interest under the Loan Documents, and hereby waives and releases any right or power to bring any claim against Lender for usury or to pursue any cause of action against Lender based on any claim of usury under the Loan Documents.
- 7. Release and Waiver of Other Claims. In consideration of (1) the modification of certain provisions of the Loan Documents, (ii) the renewal and extension of the payment dates and maturity of the Loan Documents, all as herein provided, and (iii) the other benefits received \( \) by Borrower hereunder, Borrower hereby RELEASES, RELEXQUISHES, AND FOREVER DISCHARGES Lender as well as its predecessors, successors, assigns, agents, officers, directors, employees and representatives, of and from any and all claims, demands, actions and causes of action of any and every kind or character. Whether known or unknown present or future, which Borrower may have against Lender and its predecessors, successors, assigns, agents, officers, directors, employees and representatives, arising out of or with respect to any and all transactions relating to the Loan Documents occurring prior to the date hereof, including any loss cost or damage, of any kind or character, arising out of or in any way connected with or in any way resulting from the acts actions or omissions of Lender, and its predecessors, successors, assigns, agents, officers, directors, employees and representatives, including any breach of fiduciary duty, breach of any duty of fair dealing, breach of confidence, breach of funding commitment, undue influence, duress, economic coercion, conflict of interest negligence, bad faith malpractice, violations of the Racketeer Influenced and Corrupt Organizations Act, intentional or negligent infliction of mental distress, tortious interference with contractual relations, tortious interference with corporate governance or prospective business advantage, breach of contract, deceptive trade practices, libel, slander, conspiracy or any claim for wrongfully accelerating the Note or wrongfully attempting to foreclose on any collateral relating to the Note, but in each case only to the extent permitted by applicable law.

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- 8. Property Taxes. Borrower hereby agrees to pay or cause to be paid, before delinquent, all taxes and assessments of every kind or character in respect of the Property or any part thereof and, from time to time upon request of Lender, to furnish to Lender evidence satisfactory to Lender of the timely payment of such taxes and assessments and governmental charges (the word "assessments" as used herein includes not only assessments and charges by any governmental body, but also all other assessments and charges of any kind, including, but not limited to, assessments or charges for any utility or utility service, easement, license or agreement upon, for the benefit of, or affecting the Property and assessments and charges arising under subdivision, condominium, planned unit development or other declarations, restrictions, regimes or agreements).
  - 9. Guarantor, by joining in this Agreement, hereby acknowledges the amendment and extension set forth herein and hereby consents and agrees thereto and declares that said guarantee(s) of the Loan, as evidenced by the Guaranty, shall remain in full force and effect, enforceable in accordance with the terms of said Guaranty.
  - 10. Contemporaneously with the execution and deliver hereof, Borrower shall cure any new matters reported by the Table Company to which Lender may object in a manner acceptable to Lender, the Policy shall remain effective and unimpaired, notwithstanding the terms and provisions hereof and committed to insure the lien of the Deed of Trust, as modified hereby?

## 11. Miscellaneous.

- a. Except as modified hereby, the provisions of the Loan Documents shall continue in full force and effect, and the Borrower acknowledges and reaffirms his distribute to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Loan, Documents or any other modifications to the Loan Documents, this Agreement shall govern. Further this renewal and/or the failure of Lender to exercise its rights under the instruments evidencing or esecuring the Loan in connection with any existing default shall not act as a waiver of Lender's right to exercise said rights at any time in the future. This Agreement shall not affect any property which has been previously released of record from the Deed of Trust.
- b. Any default by Borower in the performance of his her its obligations herein contained shall constitute a default under the Loan Documents, and shall allow Lender to exercise all of its remedies set forth in said documents.
- Lender does not, by its execution of this Agreement, waive any rights that have against any person not a part@hereto.
- This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument but all of which shall constitute one and the same agreement.

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20190031205 08/06/2019 12:02:29 PM Page 7 of 12 Washington County **ACKNOWLEDGMENTS** STATE OF UTAH COUNTROOF OThe foregoing instrument was acknowledged before me this ON day of April, 2019 by Justin Mabey, Manager of Zion Red Rock Retreat LLE, an Utah limited liability company on behalf of said limited liability company. ANGIE DE TAYLOR Notary Public. State of UTAH Notary Public State of Utah vly Commission Expires February 20 2023 Printed Name of Notary Public My Commission Expires: STATE OF UTAH COUNTY OF The foregoing instrument was acknowledged before the this \_\_\_\_ day of April, 201 JUSTIN MABEY. Notary Public in and for the State of UTAH The foregoing instrument was acknowledged before me this \_\_\_\_ day of April 2019, by MICHAEL JOHNSON Notary Public in and for the State of

20190031205 08/06/2019 12:02:29 PM Page 8 of 12 Washington County **ACKNOWLEDGMENTS** STATE OF UTAH 888 CQUATY OF The foregoing instrument was acknowledged before me this day of April, 2019. by Justin Mabey, Manager of Zion Red Rock Retreat LLC, an Utah limited liability company on behalf of said limited liability company. Notary Public, State of UTAH Printed Name of Notary Public My Commission Expires:\_ COUNTY OF The foregoing instrument was acknowledged before the this 127 day of April, 2019 JUSTIN MABEY COMMISSION# 693615 STATEOF **COUNTY OF** The foregoing instrument was acknowledged before me this day of April, 2019. MICHAEL JOHNSON Notary Public in and for the State of

20190031205 08/06/2019 12:02:29 PM Page 9 of 12 Washington County <u>ACKNOWLEDGMENTS</u> STATE OF UTAH COUNTY OF The foregoing instrument was acknowledged before methis day of April, 2019s by Justin Mabey, Manager of Zion Red Rock Retreat LLC an Utah limited liability company on behalf of said limited tiability company. Notary Public, State of UTAH Printed Name of Notary Public My Commission Expires:\_\_ COUNTY OF The foregoing instrument was acknowledged before me this day of April, 2019 JUSTIN MABEY. Notary Public in and for the State of UTAH The foregoing instrument was acknowledged before me this ? MICHAEL JOHNSON Notary Public in and for the State of LYNNE W. MCCOY My Notary ID # 4861260 ( Expires August 19, 2027

20190031205 08/06/2019 12:02:29 PM Page 10 of 12 Washington ©ounty STATE OF TEXAS Ş COUNTY OF Travi The foregoing instrument was acknowledged before me this and day of April, 2019, by Manager of Thrive Lending Manager, LLC, a Texas limited liability company, on behalf of and in its capacity as Manager of Thrive Lending Fund, LLC Texas limited liability company, on behalf of said limited liability company. Notary Public in and for the State of TEXAS 100 NO. 100 NO 7

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## **EXHIBIT**

Property located at 995 W Grafton Road, Rockville, Utah 84763, and more particularly described as follows:

RARCEL 1: (A-1248-B-2-A-1)

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 42 SOUTH, RANGE 11 WEST, OF THE SALT LAKE BASE AND MERIDIAN, THENCE NORTH-00°17'29" WEST, ALONG THE NORTH-SOUTH CENTER SECTION LINE, 650.00 FEET TO THE FOINT OF BEGINNING; THENCE DEPARTING SAID LINE AND RUNNING NORTH 89°58'11" WEST, 300.00 FEET; THENCE NORTH 6097'29" WEST, 670.90 FEET TO A POINT LOCATED ON THE 1/16 LINE; THENCE SOUTH 89°51'01" EAST, ALONG SAID LINE, 300.00 PEET TO THE CENTER SOUTH 1/16TH CORNER: THENCE SOUTH 00°17'29"EAST, ALONG SAID NORTH-SOUTH CENTER SECTION LINE, 170,28 FEET: THENCE DEPARTING SAID LINE AND RUNNING SOUTH 89°58'11" EAST, 570.00 FEET; THENCE SOUTH 00°17'29" EAST 500.00 FEET; THENCE NORTH 89°58'11" WEST 570.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (R-1248-A-1-B-1)

BEGINNING AT A POINT SOUTH TO FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN: THENCE EAST 23 RODS MORE OR LESS TO A POINT ON A LINE SOUTH 66°02' EAST FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE () SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN: THENCE NORTH 66°02' WEST TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2. TOWNSHIP 42 SOUTH, RANGE 11 WEST. SALT LAKE BASE AND MERIDIAN: THENCE SOUTH 170 FEET TO THE POINT OF BEGINNING.

PARCEL 3: (R-1248-A-2-C)

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°02'44" WEST, ALONG THE QUARTER SECTION LINE, 1150 FEET AND NORTH 89°43'26" WEST 300 FEET TO THE TRUE POINT OF % BEGINNING; THENCE SOUTH 31°04'35" WEST 251.18 FEET; THENCE SOUTH 54°37'05" WEST 228.6% FEET; THENCE SOUTH 23 25 54" WEST 224.34 FEET; THENCE SOUTH 89 43 26" EAST 405.70 FEET THENCE NORTH 0°02'44" WEST 555,30 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 4:

A 20.00 FOOT WIDE EASEMENT FOR INGRESS, EGRESS, UTILITIES, AND DRAINAGE, AS CREATED BY DRIVEWAY EASEMENT RECORDED AS DOS NO. 20130043954. OFFICIAL WASHINGTON COUNTY RECORDS AND BY DRIVEWAY EASEMENT RECORDED AS DOC. NO. 20130045906, OFFICIAL MASHINGTON COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

MOSE NO 4.0139

BEGINNING AT A POINT WHICH LIES NORTH 89°43'49" WEST 1261.27 FEET ALONG THE SECTION LINE AND SOUTH 227.65 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE NORTHERLY EDGE OF GRAFTON ROAD AS CONSTRUCTED; THENCE NORTH 54°45'15" WEST 46.04 FEET ALONG SAID EDGE OF ROAD, THENCE NORTH 29°00'25" WEST 158,77 FEET TO THE POINT OF A 128.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°56'05", A DISTANCE OF 12972 FEET TO THE POINT OF TANGENCY; THENCE NORTH 32°55'40" EAST 118.23 FEET TO THE POINT OF A 980.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE AREA OF TANGENCY; THENCE CENTRAL ANGLE OF 8°43'12" A DISTANCE OF 149.15 FEET TO THE POINT OF TANGENCY; THENCE NORTH 24°12'28" EAST 137.54 FEET TO THE POINT OF A 150.00 FOOT RADIUS CURVE TO THE LEFT. THENCE NORTHEASTERS AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF \$4'28'02", A DISTANCE OF 134.74 FEET TO THE POINT OF A 83.80 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE NORTHWESTERLY, NORTHEASTERLY, AND SOUTHEASTERLY ÀLONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 135°28'08", A DISTANCE OF 198.14 FEET TO THE POINT OF A 150.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°58'02", A DISTANCE OF 83.69 FEET TO THE POINT OF A 1,50.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE WORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°25'35", A DISTANCE OF 82.27 FEET TO THE FOINT OF TANGENCY; THENCE SOUTH 72° 19'53" EAST 313.61 FEET TO THE POINT OF A 30.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°48'02", A DISTANCE OF 41.78 FEET TO THE POINT OF TANGENCY; THENCE NORTH 27°52'05" EAST 39.05 FEET TO THE POINT OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°35'01", A DISTANCE OF 69.45 FEET TO THE POINT OF TANGENCY: THENCE SOUTH 72°32'54" EAST 125.04 FEET TO THE POINT OF A 50.00 FOOT RADIUS CURVE TO THE LEFT) THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°14'03", A DISTANCE OF 48.20 FEET TO THE POINT OF TANGENCY: THENCE NORTH 52°13'03" EAST 60.95 FEET TO A POINT ON THE SOUTH LINE OF PARCEL R-1248-B-2; THENCE SOUTH 89°46'39" EAST 32.48 FEET ALONG SAID SOUTH LINE: THENCE SOUTH 52°13'03"(WEST 86.54 FEET TO THE POINT OF A 70.00 FOOT RADIUS CURVE TO JHE RIGHT; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE(THROUGH A CENTRAL ANGLE OF 55°14'03", A DISTANCE OF 67.38 FEET TO THE POINT OF TANGEROY. THENCE NORTH

72°32'54" WEST 125.04 FEET TO THE POINT OF A 30.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°35'01", A DISTANCE OF 41.67 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 27°52'15" WEST 39.05 FEET TO THE POINT OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY AND MORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°48'02", A DISTANCE OF 69.64 FEET TO THE POINT OF TANGENCY; THENCE NORTH 72°19'53" WEST 313.61 FEET TO THE POINT OF A 130.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°25'35", A DISTANCE OF 71.30 FEET TO THE POINT OF A 170.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°68'02", A DISTANCE OF 94.85 FEET TO THE POINT OF A 63.80 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE NORTHWESTERLY, SOUTHWESTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 135°28'08", A DISTANCE OF 150.85 FEET TO THE POINT OF A 170.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE >THROUGH A CENTRAL ANGLE⊙(PS)\*º28'02", A DISTANCE OF 152.71⊱RÉET TO THE POINT OF TANGENCY; THENCE SOUTH 24 12 28" WEST 137.54 FEET TO THE POINT OF A 1080.00 FOOT RADIUS. CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°43 2", A DISTANCE OF 152.19 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 32°5540" WEST (18.23)

FEET TO THE POINT OF A 100.00 FOOT RADIUS CURVE TO THE LEFT: THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°56°85" DISTANCE OF 108.10 FEET TO THE POINT OF TANGENCY: THENCE SOUTH 29°00'25" EAST 200.24 FEET 

TO THE POINT OF BEGINNING.

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