

WHEN RECORDED RETURN TO:  
Boardwalk Industries, Inc.  
2825 E. Cottonwood Parkway Ste 500  
Salt Lake City, UT 84121

PERPETUAL CROSS-EASEMENT ACCESS AND MAINTENANCE AGREEMENT

This Perpetual Cross Easement Access and Maintenance Agreement is made and entered into this 8th day of December, 2016, by and between Lakeview Fields Cottages, LLC, a Utah limited liability company, (Phase "C"), Towns at Lakeview Fields, LLC, (Phases "A" & "B") and The Village at Lakeview Fields LLC (Phases "D", "E" & "F"), of Lakeview Fields Subdivision the same will be identified by the recordation of the individual above mentioned plats in the office of County Recorder of Utah County, Utah, Once ground improvements within each plat are completed. (Subdivision hereafter referred to as "Lakeview Fields").

RECITALS

- WHEREAS, Towns at Lakeview Fields, LLC owns or controls approximately 25 acres of real property within Lakeview Fields situated in Utah County, State of Utah, described as follows:

See attached Phases A & B legal description which is incorporated herein

- WHEREAS, Lakeview Fields Cottages, LLC owns or controls approximately 8 acres of real property within Lakeview Fields situated in Utah County, State of Utah, described as follows:

See attached Phase C legal description which is incorporated herein

- WHEREAS, The Village at Lakeview Fields, LLC owns or controls approximately 5 acres of real property within Lakeview Fields situated in Utah County, State of Utah, described as follows:

See attached Phases D, E & F legal description which is incorporated herein

- WHEREAS, the foregoing described property is adjoining and the parties desire to create common roads and driveways to allow ingress and egress as well as common areas of access and installation of public utilities for the benefit of each other and for future owners, successors-in-interest, managers, employees, agents, tenants, guests, business invitees, and patrons to drive through and across the asphalted roads and driveways of all phases and properties, and to use certain common areas of all phases and properties, including but not limited to sidewalks, parking spaces, garages, footpaths, entrances, playgrounds, fitness areas, pool, clubhouse and landscaped areas, all as more particularly provided herein.

NOW THEREFORE, the parties agree as follows:

- Grant of Easement. The parties hereto grant to each other and to their respective successors-in-interest, managers, agents, employees, tenants, guests, and business invitees the following easements for the purpose of granting access and the right of ingress, egress and to travel upon all asphalted or otherwise paved portions of all phases and properties, and to use all common areas in any phase and property. The common areas include landscaped areas, parking stalls, garages, pool, clubhouse, fitness areas, playgrounds and access roads and entries. In no event shall the foregoing rights include rights with respect to buildings and structures intended to be used as individual units or by individual owners or tenants. Said rights shall include the right specifically to cross back and forth between the above identified parcels and entry at all access points.

This grant of easement is not a grant of easement to the general public and no public right-of-way or access is created hereby unless public roads are dedicated in the property. All parties specifically reserve to themselves the right to remove unauthorized persons from the property.

- Term. This grant of easement is perpetual, non-exclusive and the agreement and covenants contained herein run with the land, are appurtenant to the land, and burden, bind and benefit each phase and property and all successive owners thereof.
- Right of Use. The right of use granted in paragraph 1 will be subject to rules promulgated by the owner of the particular phase or property. Said rules will be reasonable and reciprocal. No owner or tenant of any phase shall have priority over owners or tenants in another phase as concerns the access or uses described herein.
- Use. The owners managers, agents, employees, tenants, guests, and business invitees of any phase or property may use the common areas located on the other phases or property free of charge or assessment even though there is no common ownership of the phases or property.
- Construction and Maintenance. The responsibility for the construction, maintenance and repairs of amenities and improvements for all phases will be borne by the owner of the property upon which the amenity or improvement is located. During construction, and during the life of the amenities or improvements, the same shall be clean, safe and unobstructed for the use of owners managers, agents, employees, tenants, guests, and business invitees. Snow and ice removal, lighting, landscaping, general upkeep, removal of debris, repair and upkeep of facilities shall be borne between the parties hereto for their respective phases and property.. No material modification or alteration to areas to be used in common will be made without the consent of all parties or their successors-in-interest. All costs associated with the amenities or improvements, repair or maintenance shall be borne by the party that owns the phase or property upon which the amenity or improvement is located. Lakeview Fields Cottages, LLC further specifically agrees that

within 12 months from the above date of this Agreement, it will cause the roadway located in Phase A which is known as and referred to as 1600 South and is more particularly described as:

Beginning at a point located North 89°31'44" West along section line 1875.34 feet and North 720.12 feet from the Southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian; Thence, N 35° 45' 09" E for a distance of 58.00 feet to a point on a line. Thence, S 54° 14' 51" E for a distance of 37.17 feet to the beginning of a curve, Said curve turning to the left through an angle of 48° 59' 19", having a radius of 134.00 feet and a length of 114.57 feet, and whose long chord bears S 78° 44' 30" E for a distance of 111.11 feet. Thence, N 76° 45' 50" E for a distance of 126.87 feet to the beginning of a curve, Said curve turning to the left through an angle of 14° 21' 04", having a radius of 184.00 feet and a length of 46.09 feet, and whose long chord bears N 69° 35' 18" E for a distance of 45.97 feet. Thence, N 62° 24' 46" E for a distance of 352.91 feet to the beginning of a curve, Said curve turning to the left through an angle of 26° 06' 14", having a radius of 25.00 feet and a length of 11.39 feet, and whose long chord bears N 49° 21' 39" E for a distance of 11.29 feet to a point of intersection with a non-tangential line. Thence, S 27° 35' 14" E for a distance of 49.10 feet to the beginning of a non-tangential curve, Said curve turning to the left through an angle of 26° 06' 14", having a radius of 25.00 feet and a length of 11.39 feet, and whose long chord bears S 75° 27' 53" W for a distance of 11.29 feet. Thence, S 62° 24' 46" W for a distance of 70.00 feet to a point on a line. Thence, S 73° 22' 01" W for a distance of 63.15 feet to a point on a line. Thence, S 62° 24' 46" W for a distance of 220.91 feet to the beginning of a curve, Said curve turning to the right through an angle of 14° 21' 04", having a radius of 216.00 feet and a length of 54.10 feet, and whose long chord bears S 69° 35' 18" W for a distance of 53.96 feet. Thence, S 76° 45' 50" W for a distance of 161.33 feet to the beginning of a curve, Said curve turning to the right through an angle of 48° 59' 19", having a radius of 166.00 feet and a length of 141.93 feet, and whose long chord bears N 78° 44' 30" W for a distance of 137.65 feet. thence N 54° 14' 51" W a distance of 14.56 feet to the point of beginning.

Containing 26,603 square feet or 0.61 acres, more or less.

In the event Towns at Lakeview Fields, LLC, or its successor-in-interest, fails to construct the above described road within 12 months from the above date of this Agreement, or is otherwise insolvent, makes a general assignment or general arrangement for the benefit of creditors; files a petition for adjudication of bankruptcy or for reorganization or rearrangement and is not dismissed within sixty (60) days; a trustee or receiver is appointed to take possession of substantially all of its assets ; or if substantially all of its assets is subjected to attachment, execution or other judicial seizure which is not discharged within sixty (60) days, Lakeview Fields Cottages, LLC, or its successor-in-interest, shall have the right to construct the road and Towns at Lakeview Fields, LLC, or its successor-in-interest, shall reimburse Lakeview Fields Cottages, LLC, or its successor-in-interest, the total costs incurred in constructing the road within 30 days from written demand to Towns at Lakeview Fields, LLC, or its successor-in-interest from Lakeview Fields Cottages, LLC, or its successor-in-interest.

- Insurance and Taxes. The parties shall obtain reasonable, customary and appropriate insurance coverage, including casualty, bodily injury, death and property damage, insuring the property, improvements and amenities which are the subject of the rights granted under this Agreement. Further, all parties agree to pay any real property taxes that may be assessed against their respective parcels as they become due, the administration of which may be delegated to a property manager. Each lender of on each phase shall be named as an additional insured for such amenities to be used by both parcels including playgrounds, fitness areas, pool, clubhouse, garages, landscaped areas, etc., all as more particularly set forth in recitals above.
- Access. Except as otherwise agreed herein, no party nor their respective managers, agents, employees, tenants, guests, and business invitees may block or obstruct access to the other for use from any of the common areas located on the other's phase or property.
- Condemnation. In the event of a condemnation by eminent domain, the party whose property is condemned will provide replacement access which is acceptable to each of the other parties or their successor-in-interest.
- Default. This Cross-Easement shall be construed according to the laws of the State of Utah and may be enforced by injunctive or other appropriate relief with the prevailing party entitled to an award of costs and attorneys fees. Jurisdiction to enforce this Agreement shall be appropriate only in Utah County, State of Utah.
- Indemnification. The owners of Phases A & B within Lakeview Fields will indemnify, save harmless and defend the owner of Phase C, D, E & F from and against any and all claims, demands, causes of action, judgments, costs, expenses, losses, damages arising from the use by the owner of Phase A & B, its tenants or guests of tenants, of any common areas or amenities located on Phase A & B. The owner of Phase C shall indemnify, save harmless and defend the owner of Phase A, B and D, E & F from and against any and all claims, demands, causes of action, judgments, costs, expenses, losses or damages arising from the use by the owner of Phase C, its tenants or guests of tenants, of any common areas or amenities located on Phase C. The owner of Phases D, E & F shall indemnify, save harmless and defend the owner of Phase A & B and C against any and all claims, demands, causes of action, judgments, costs, expenses, losses or damages arising from the use by the owner of Phases D, E & F, its tenants or guests of tenants, of any common areas or amenities located on Phase D, E & F.

Further, any negligent or willful act caused by a party shall require the party to indemnify and hold the other parties harmless from and against any and all claims, demands, causes of action, damages, costs, and expenses of any nature whatsoever arising from the negligent or willful party's negligent or willful acts, or the negligent or willful acts of its employees, agents, guests, or invitees, on or relating to the use or maintenance of the easements described herein.

- Emergency Access. To the extent that the common areas include drives, alleys, streets, roads, or other areas contemplated for vehicular traffic, ingress and egress is specifically granted to government or private emergency personnel, including but not limited to police, fire and ambulance service.
- Integration. This agreement constitutes the entire agreement between the parties and may not be altered, amended or changed except by written document signed by the party to be bound.
- Runs with the Land. This grant of easement shall run with the land and shall be binding on and inure to the benefit of the parties to this Agreement, their respective heirs, successors, or assigns.
- Not a Public Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of the easements to or for the general public or for any public purpose whatsoever, and this Agreement shall be strictly limited to and for the purposes expressed herein.
- Separate Parties. The parties acknowledge that they will not hold themselves as an agent, partner, or co-venturer of the other and that this Agreement is not intended and does not create an agency, partnership, joint venture or any other type of relationship except the contract relationships established hereby.
- Authority. Each individual executing this Agreement hereby represents and warrants that he or she has been duly authorized to execute and deliver this Agreement in the capacity of the person or entity set forth for which he or she signs, that the entity's governing documents authorize this action, and that all necessary actions have been taken to secure said authorization from the entity.
- Sufficient Basis for Agreement. The consideration stated herein is contractual and not a mere recital. The parties hereto execute and deliver this Agreement after being fully informed of its terms, content, and effect. The parties executing the Agreement are not relying upon any representation from any attorney, agent or representative of any other party. The parties are fully informed and have consented to this Agreement based on their own opinion and the advice of their respective representatives.
- Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and their heirs, personal representatives, successors, and assigns.
- Governing Law. The validity, meaning, interpretation, enforcement and effect of the Agreement shall be governed by the laws of the State of Utah. The undersigned parties agree and consent to jurisdiction of any actions to enforce or interpret this Agreement in the Fourth Judicial District Court, Utah County, Utah.
- Enforcement of Agreement. If any party shall seek to enforce or protect its rights under this

Agreement or under any document or instrument executed and delivered in connection herewith in any action, suit, arbitration, or other proceeding, including all bankruptcy cases and proceedings, the prevailing party shall be entitled to receive from the other party payment of its costs and expenses, including reasonable attorney fees incurred (whether such costs or fees are incurred before or after the commencement of the proceeding), including any and all appeals or petitions therefrom.

- Severability. The provisions hereof are severable and the invalidity of any provision hereof will not invalidate any other provision.
- Entire Agreement. This Agreement shall constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent it has been expressly incorporated into this Agreement.
- Captions. The captions to sections and subsections of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by all the undersigned parties.
- Counterpart Signature. This Cross-Easement and Maintenance Agreement may be executed and recorded in counterparts.

DATED the month and year first above written.

LAKEVIEW FIELDS COTTAGES, LLC

By:

  
Boardwalk Industries LLC (Jeff Mansell its Manager)

Its: Manager



**Exhibit A**

## PLAT A:

Beginning at a point located North 89°31'44" West along Section line 2073.88 feet and North 111.80 feet from the Southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 01°17'00" West, a distance of 569.93 feet; thence North 42°56'36" East, a distance of 49.89 feet; thence North 77°07'36" East, a distance of 131.44 feet; thence along the arc of a 116.00 foot curve to the right through a central angle of 03°53'36" for 7.88 feet (chord bears South 56°11'39" East 7.88 feet); thence South 54°14'51" East, a distance of 48.91 feet; thence North 35°45'09" East, a distance of 68.00 feet; thence North 14°58'50" East, a distance of 69.54 feet; thence North 68°58'31" East, a distance of 114.57 feet; thence North 36°15'12" East, a distance of 111.68 feet; thence North, a distance of 241.25 feet; thence along a fence line North 88°41'15" East, a distance of 264.02 feet; thence along a fence line North 84°27'44" East, a distance of 39.63 feet; thence South 26°51'00" East, a distance of 344.56 feet; thence South 27°48'10" East, a distance of 1,032.46 feet; thence South 77°01'58" West, a distance of 15.06 feet; thence North 27°35'14" West, a distance of 989.41 feet; thence South 69°58'06" West, a distance of 98.86 feet; thence South 39°40'27" West, a distance of 30.36 feet; thence South 62°24'46" West, a distance of 7.00 feet; thence South 09°41'32" East, a distance of 36.41 feet; thence South 19°22'17" West, a distance of 24.59 feet; thence South 62°24'46" West, a distance of 142.39 feet; thence North 12°45'27" West, a distance of 38.14 feet; thence West, a distance of 85.87 feet; thence South 70°52'14" West, a distance of 7.00 feet; thence South 67°12'23" West, a distance of 28.07 feet; thence South 71°37'35" West, a distance of 7.00 feet; thence South 29°15'07" West, a distance of 20.88 feet; thence South 76°45'50" West, a distance of 63.24 feet; thence South 01°17'00" East, a distance of 344.16 feet; thence South 88°43'00" West, a distance of 98.17 feet; thence South 01°17'00" East, a distance of 66.47 feet; thence South 88°43'00" West, a distance of 42.00 feet; thence North 46°17'00" West, a distance of 14.14 feet; thence South 88°43'00" West, a distance of 93.05 feet; thence South 16°34'39" West, a distance of 52.14 feet; thence South 51°52'21" West, a distance of 172.54 feet; thence South 88°43'00" West, a distance of 57.36 feet to the point of beginning.

Being the legal description of the proposed PLAT "A", LAKEVIEW FIELDS, a Planned Residential Development.

## PLAT B:

Beginning at a point located North 89°31'44" West along Section line 1204.51 feet and South 1.70 feet from the Southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along a fence line called out in a Boundary Line Agreement recorded as Entry 122779:2009 in the office of the Utah County Recorder, for the following three courses and distances: 1) North 89°58'43" West, a distance of 179.12 feet, 2) South 01°01'14" West, a distance of 27.45 feet and 3) South 89°08'51" West, a distance of 686.26 feet; thence North 01°17'00" West, a distance of 158.28 feet; thence North 88°43'00" East, a distance of 57.36 feet; thence North 51°52'21" East, a distance of 172.54 feet; thence North 16°34'39" East, a distance of



**Exhibit A**  
*(continued)*

52.14 feet; thence North  $88^{\circ}43'00''$  East, a distance of 93.05 feet; thence South  $46^{\circ}17'00''$  East, a distance of 14.14 feet; thence North  $88^{\circ}43'00''$  East, a distance of 42.00 feet; thence North  $01^{\circ}17'00''$  West, a distance of 66.47 feet; thence North  $88^{\circ}43'00''$  East, a distance of 98.17 feet; thence North  $01^{\circ}17'00''$  West, a distance of 344.16 feet; thence North  $76^{\circ}45'50''$  East, a distance of 63.24 feet; thence North  $29^{\circ}15'07''$  East, a distance of 20.88 feet; thence North  $71^{\circ}37'35''$  East, a distance of 7.00 feet; thence North  $67^{\circ}12'23''$  East, a distance of 28.07 feet; thence North  $70^{\circ}52'14''$  East, a distance of 7.00 feet; thence East, a distance of 85.87 feet; thence South  $12^{\circ}45'27''$  East, a distance of 38.14 feet; thence South  $01^{\circ}17'00''$  East, a distance of 504.81 feet; thence North  $89^{\circ}48'22''$  East, a distance of 153.18 feet; thence North  $64^{\circ}43'27''$  East, a distance of 41.28 feet; thence North  $00^{\circ}11'38''$  West, a distance of 122.85 feet; thence North  $89^{\circ}48'22''$  East, a distance of 42.00 feet; thence South  $45^{\circ}11'38''$  East, a distance of 14.14 feet; thence North  $89^{\circ}48'22''$  East, a distance of 133.13 feet; thence along the arc of a 185.33 foot curve to the left through a central angle of  $23^{\circ}34'47''$  for 76.27 feet (chord bears North  $77^{\circ}46'53''$  East 75.73 feet); thence North  $62^{\circ}24'46''$  East, a distance of 50.67 feet; North  $22^{\circ}33'10''$  East, a distance of 14.33 feet; thence South  $27^{\circ}35'14''$  East, a distance of 72.24 feet; thence North  $78^{\circ}07'03''$  West, a distance of 14.25 feet; thence South  $62^{\circ}24'46''$  West, a distance of 51.83 feet; thence South  $81^{\circ}10'04''$  West, a distance of 45.24 feet; thence along the arc of a 221.00 foot curve to the right through a central angle of  $08^{\circ}38'18''$  for 33.32 feet (chord bears South  $85^{\circ}29'13''$  West 33.29 feet); thence South  $89^{\circ}48'22''$  West, a distance of 153.11 feet; thence along the arc of a 10.00 foot curve to the left through a central angle of  $90^{\circ}00'00''$  for 15.71 feet (chord bears South  $44^{\circ}48'22''$  West 14.14 feet); thence South  $00^{\circ}11'38''$  East, a distance of 60.85 feet; thence along the arc of a 77.00 foot curve to the right through a central angle of  $62^{\circ}46'11''$  for 84.36 feet (chord bears South  $31^{\circ}11'27''$  West 80.20 feet); thence South  $25^{\circ}59'02''$  East, a distance of 45.13 feet; thence South  $00^{\circ}01'17''$  West, a distance of 99.72 feet to the point of beginning.

Being the legal description of the proposed PLAT "B", LAKEVIEW FIELDS, a Planned Residential Development.

Tax Parcel Number: 19-036-0034

## Exhibit A

(CONTINUED)

### PLAT "C":

Beginning at a point located North  $00^{\circ}00'34''$  East 651.61 feet from the South quarter corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North  $00^{\circ}00'34''$  East along a fence line, a distance of 529.19 feet; thence North  $88^{\circ}33'31''$  East, a distance of 330.50 feet; thence North  $89^{\circ}17'38''$  East, a distance of 232.96 feet; thence North  $77^{\circ}04'51''$  East, a distance of 8.66 feet; thence North  $88^{\circ}41'15''$  East, a distance of 105.88 feet; thence South  $00^{\circ}42'22''$  East, a distance of 97.78 feet; thence North  $89^{\circ}17'38''$  East, a distance of 12.15 feet; thence South  $00^{\circ}42'22''$  East, a distance of 78.13 feet; thence North  $88^{\circ}42'07''$  East, a distance of 70.75 feet; thence South  $01^{\circ}17'53''$  East, a distance of 209.81 feet; thence South  $54^{\circ}14'51''$  East, a distance of 81.71 feet; thence South  $35^{\circ}45'09''$  West, a distance of 68.00 feet; thence North  $54^{\circ}14'51''$  West, a distance of 48.91 feet; thence along the arc of a 116.00 foot curve to the left through a central angle of  $03^{\circ}53'36''$  for 7.88 feet (chord bears North  $56^{\circ}11'39''$  West 7.88 feet); thence South  $77^{\circ}07'36''$  West, a distance of 131.44 feet; thence South  $42^{\circ}56'36''$  West, a distance of 49.89 feet; thence South  $87^{\circ}33'00''$  West along a fence line called out in a Boundary Line Agreement recorded as Entry No. 122779:2009, in the office of the Utah County Recorder, a distance of 586.27 feet to the point of beginning.

Being the legal description of the proposed PLAT "C", LAKEVIEW FIELDS, a Planned Residential Development.

## Exhibit A

(CONTINUED)

### PARCEL 1:

Beginning at a point located North 89°31'44" West along section line 1415.22 feet and North 187.17 feet from the Southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 01°17'00" West, a distance of 504.81 feet; thence North 62°24'46" East, a distance of 142.39 feet; thence North 19°22'17" East, a distance of 24.59 feet; thence North 09°41'32" West, a distance of 36.41 feet; thence North 62°24'46" East, a distance of 7.00 feet; thence North 39°40'27" East, a distance of 30.36 feet; thence North 69°58'06" East, a distance of 98.86 feet; thence South 27°35'14" East, a distance of 177.65 feet; thence South 76°06'34" West, a distance of 96.77 feet; thence along the arc of a 171.00 foot curve to the right through a central angle of 16°36'36" for 49.57 feet (chord bears South 08°29'56" East 49.40 feet); thence South 00°11'38" East, a distance of 319.51 feet; thence South 89°48'22" West, a distance of 42.00 feet; thence South 00°11'38" East, a distance of 122.85 feet; thence South 64°43'27" West, a distance of 41.28 feet; thence South 89°48'22" West, a distance of 153.18 feet to the point of beginning.

Being the legal description of the proposed PLAT "D", LAKEVIEW FIELDS, a Planned Residential Development.

### PARCEL 2:

Beginning at a point located North 89°31'44" West along section line 1173.08 feet and North 320.33 feet from the Southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 45°11'38" West, a distance of 14.14 feet; thence North 00°11'38" West, a distance of 319.51 feet; thence along the arc of a 171.00 foot curve to the left through a central angle of 16°36'36" for 49.57 feet (chord bears North 08°29'56" West 49.40 feet); thence North 76°06'34" East, a distance of 96.77 feet; thence South 27°35'14" East, a distance of 393.08 feet; thence South 22°33'10" West, a distance of 14.33 feet; thence South 62°24'46" West, a distance of 50.67 feet; thence along the arc of a 185.33 foot curve to the right through a central angle of 23°34'47" for 76.27 feet (chord bears South 77°46'53" West 75.37 feet); thence South 89°48'22" West, a distance of 133.13 feet to the point of beginning.

Being the legal description of the proposed PLAT "E", LAKEVIEW FIELDS, a Planned Residential Development.

### PARCEL 3:

Beginning at a point located North 89°31'44" West along section line 970.99 feet and North 0.13 feet from the Southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°58'43" West a distance of 233.51 feet; thence North 00°01'17" East, a distance of 99.72 feet; thence North 25°59'02" West, a distance of 45.13 feet; thence along the arc of a 77.00 foot curve to the left through a central angle of 62°46'11" for 84.36 feet (chord bears North 31°11'27" East 80.20 feet); thence North 00°11'38" West, a distance of 60.85 feet; thence along the arc of a 10.00 foot curve to the right through a central angle of 90°00'00" for 15.71 feet (chord bears North 44°48'22" East 14.14 feet); thence North 89°48'22" East, a distance of 153.11 feet; thence South 37°43'33" East a distance of 78.61 feet; thence South 00°11'38" East, a distance of 218.21 feet to the point of beginning.

Being the legal description of the proposed PLAT "F", LAKEVIEW FIELDS, a Planned Residential Development.