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Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 11 P.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

SJ Marketplace, LLC
c/o CCA Acquisition Company
5670 Wilshire Boulevard, Suite 1250
Los Angeles, California 90036

RESTRICTIVE COVENANT AGREEMENT

This Restrictive Covenant Agreement ("Agreement") is dated as of February 28^{*}, 2014 by and between UTAH SCHOOL DEVELOPMENT SJ, LLC, a Utah limited liability company (with all successors and assigns as owner of Grantor's Property, "Grantor") and SJ MARKETPLACE, LLC, a Delaware limited liability company (with all successors and assigns as owner of Grantee's Property, "Grantee"). Each of Grantor and Grantee are sometimes referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. Concurrently herewith, Grantor has purchased from Grantee the real property located in the City of South Jordan, Salt Lake County, Utah described on Exhibit A attached hereto ("Grantor's Property").

B. Grantee is the owner of certain real property located across the street from Grantor's Property and described on Exhibit B attached hereto ("Grantee's Property").

C. Grantor and Grantee desire to enter into this Agreement to restrict the use of Grantor's Property to certain permitted uses.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Restriction on Use of Grantor's Property. Grantor hereby covenants and agrees for the benefit of Grantee's Property that Grantor's Property and all improvements now or hereafter located thereon shall be used only for the following permitted purposes: (a) use as a school, (b) residential use, or (c) lawful commercial use that does not conflict with any exclusive use rights granted to tenants or occupants of Grantee's Property that are then in effect with respect to Grantee's Property immediately prior to the proposed introduction of the particular commercial use on Grantor's Property. Prior to the introduction of a commercial use on Grantor's Property, Grantor shall notify Grantee in writing of the prospective commercial use

that Grantor proposes to introduce on Grantor's Property. Within fifteen (15) days after such written notice Grantee shall notify Grantor in writing of any exclusive use rights in favor of tenant(s) or occupant(s) of Grantee's Property that are then in effect with respect to Grantee's Property and Grantor shall be required to comply with such exclusive use rights. The Parties shall comply with the terms and provisions of this Section 1 with respect to each commercial use that Grantor proposes for Grantor's Property.

2. Run With the Land. The terms, provisions, agreements, covenants, conditions and restrictions set forth in this Agreement shall be equitable servitudes that run in favor of and are in enforceable for the benefit of, Grantee's Property, and that are binding upon and enforceable against, Grantor's Property. In the event of a breach of this Agreement by Grantor, Grantee shall be entitled to all rights or remedies available at law or in equity, including without limitation, injunctive relief. The liability of an owner of Grantor's Property under this Agreement shall be applicable upon such owner only during its period of ownership, provided that no sale or transfer shall relieve an owner of liability for any act, omission, breach, occurrence or condition arising or occurring during such period of ownership.

3. NOTICES. Any notice, demand or other communication pursuant to this Agreement shall be in writing and shall be given by personal delivery, overnight courier service or certified mail, return receipt requested, addressed to Grantor or Grantee at the following address (or at such other address as Grantor or Grantee may designate by notice in accordance with the provisions of this Section 3):

GRANTOR: Utah School Development SJ, LLC
352 N. Flint Street
Kaysville, UT 84037
Attn: Sheldon Killpack

GRANTEE: SJ Marketplace, LLC
c/o CCA Acquisition Company, LLC
5670 Wilshire Blvd, Suite 1250
Los Angeles, California 90036
Attn: Steven Usdan

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or by overnight courier service, or on the date notice is received or rejected as evidenced by the return receipt, if notice is by certified mail.

4. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

5. No Modification. This Agreement may not be amended or modified except in writing executed by the Party against whom such amendment or modification is being charged and recorded in the official records.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements with respect thereto, whether oral or written.

7. No Waiver. No delay or omission in exercising any right or in enforcing any provision of this Agreement shall constitute a waiver of such right or provision.

8. Attorneys' Fees. In the event of a dispute or litigation between the Parties with respect to the interpretation or enforcement of this Agreement, the prevailing Party in such dispute shall be entitled to reimbursement from the non-prevailing Party of its reasonable out-of-pocket attorneys' fees and costs incurred in connection with such dispute or litigation, including costs and expenses incurred in connection with the enforcement, perfection or collection of any judgment.

9. Severability. If any provision of this Agreement is invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of such invalidity or unenforceability, without invalidating the remaining portions of such provision or the remaining provisions of this Agreement.

10. Binding Agreement. Each Party represents and warrants that this Agreement has been duly and validly authorized, executed and delivered, and constitutes the valid and binding obligation of such Party, and is enforceable in accordance with its terms.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first set forth above.

GRANTEE:

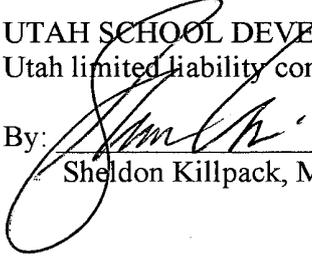
SJ MARKETPLACE, LLC,
a Delaware limited liability company

By: CCA Acquisition Company, LLC, a
California limited liability company,
its manager

By: _____
Steven H. Usdan, Manager

GRANTOR:

UTAH SCHOOL DEVELOPMENT SJ, LLC, a
Utah limited liability company

By: 
Sheldon Killpack, Manager

6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements with respect thereto, whether oral or written.

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IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first set forth above.

GRANTEE:

SJ MARKETPLACE, LLC,
a Delaware limited liability company

By: CCA Acquisition Company, LLC, a
California limited liability company,
its manager

By: 
Steven H. Usdan, Manager

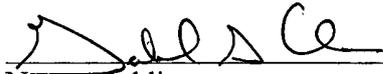
GRANTOR:

UTAH SCHOOL DEVELOPMENT SJ, LLC, a
Utah limited liability company

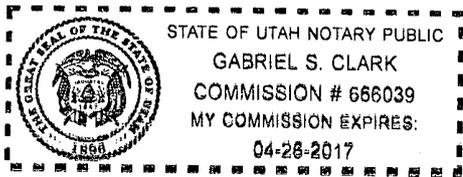
By: _____
Sheldon Killpack, Manager

STATE OF UTAH)
)ss.
County of ^{Davis}~~Salt Lake~~)

On the 18th day of February, 2014, personally appeared before me Sheldon Killpack, who being be me duly sworn, did say that he is the manager of Utah School Development SJ, LLC, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its operating agreement, and the said Sheldon Killpack acknowledged to me that said limited liability company executed the same.



Notary Public
Date: Feb. 18, 2014
My Commission expires: 4/26/17



STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On February 20, 2014, before me, Joelyn Sierad, a Notary Public, personally appeared Steven H. Udan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

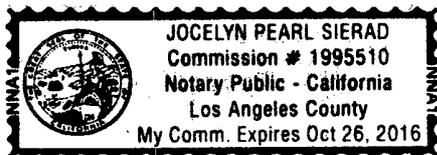


EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

The following described real property situated in Salt Lake County, Utah:

BEGINNING AT A POINT ON THE WEST LINE OF 4000 WEST STREET, SAID POINT BEING SOUTH 0°04'39" EAST, ALONG THE SECTION LINE, A DISTANCE OF 985.43 FEET, AND SOUTH 89°55'21" WEST, PERPENDICULAR TO SAID SECTION LINE, A DISTANCE OF 42.50 FEET, FROM THE SALT LAKE COUNTY MONUMENT MARKING THE EAST QUARTER CORNER OF SAID SECTION 19; AND RUNNING THENCE SOUTH 0°04'39" EAST, ALONG SAID WEST LINE OF SAID 400 WEST STREET, A DISTANCE OF 340.52 FEET, TO THE SOUTH LINE OF LOT 2 FOXVIEW DRIVE CHURCH SUBDIVISION; THENCE NORTH 89°51'00" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 855.60 FEET, TO THE WEST LINE THEREOF; THENCE NORTH 0°09'00" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 189.82 FEET; THENCE NORTH 28°06'03" EAST, A DISTANCE OF 343.59 FEET, TO THE SOUTHERLY LINE OF FOXVIEW DRIVE; THENCE SOUTH 61°53'57" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 81.46 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 785.50 FEET, THROUGH A CENTRAL ANGLE OF 28° 10' 42", A DISTANCE OF 386.31 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 75°59'18"EAST, A DISTANCE OF 382.43 FEET; THENCE NORTH 89°55'21" EAST, A DISTANCE OF 225.86 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 24.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 37.70 FEET; THE LONG CHORD OF WHICH BEARS SOUTH 45°04'39" EAST, A DISTANCE OF 33.94 TO THE POINT OF BEGINNING.

CONTAINS: 326,168 SQUARE FEET, OR 7.488 ACRES.

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

The following described real property situated in Salt Lake County, Utah:

LOT 2

BEGINNING AT A POINT ON THE WEST LINE OF 4000 WEST STREET, SAID POINT BEING SOUTH 0°04'39" EAST, ALONG THE SECTION LINE, A DISTANCE OF 132.64 FEET AND SOUTH 89°55'21" WEST, PERPENDICULAR TO SAID SECTION LINE, A DISTANCE OF 42.50 FEET, FROM THE EAST QUARTER CORNER OF SAID SECTION 19; AND RUNNING THENCE SOUTH 0°04'39" EAST, ALONG SAID WEST LINE OF 4000 WEST STREET, A DISTANCE OF 651.86 FEET; THENCE SOUTH 89°55'21" WEST, A DISTANCE OF 239.35 FEET; THENCE NORTH 0°04'39" WEST, PARALLEL WITH AFORESAID SECTION LINE, A DISTANCE OF 661.05 FEET, TO THE SOUTH LINE OF 11400 SOUTH STREET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 3733.00 FEET, THE CENTER OF WHICH BEARS NORTH 3°57'33" EAST, THROUGH A CENTRAL ANGLE OF 03° 40' 37", A DISTANCE OF 239.57 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 87°52'46 EAST A DISTANCE OF 239.53 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 156,815 SQUARE FEET, OR 3.600 ACRES.

LOT 3

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 234.42 FEET AND EAST 233.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°04'39" WEST 167.20 FEET; THENCE SOUTH 89°49'25" EAST 144.62 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°50'40" A DISTANCE OF 78.40 FEET (CHORD BEARS SOUTH 44°54'05" EAST 70.61 FEET); THENCE SOUTH 00°01'15" WEST 116.48 FEET; THENCE SOUTH 89°55'21" WEST 194.20 FEET TO THE POINT OF BEGINNING.

CONTAINS 31,878 SQ. FT. OR 0.732 ACRES.

LOT 4

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 234.42 FEET AND EAST 233.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 194.20 FEET; THENCE SOUTH 00°01'15" WEST 44.09 FEET; THENCE SOUTH 03°47'36" EAST 92.72 FEET; THENCE SOUTH 81°55'21" WEST 153.65 FEET; THENCE SOUTH 89°55'21" WEST 47.97 FEET; THENCE NORTH 00°04'39" WEST 145.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 29,452 SQ. FT. OR 0.676 ACRES.

LOT 5

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 392.42 FEET AND EAST 233.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 47.97 FEET; THENCE NORTH 81°55'21" EAST 153.65 FEET; THENCE SOUTH 03°47'36" EAST 87.68 FEET; THENCE SOUTH 00°01'15" WEST 24.11 FEET; THENCE SOUTH 81°55'21" WEST 113.41 FEET; THENCE SOUTH 89°55'21" WEST 93.47 FEET; THENCE NORTH 00°04'39" WEST 106.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 22,429 SQ. FT. OR 0.515 ACRES.

LOT 6

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 610.42 FEET AND EAST 233.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°04'39" WEST 112.00 FEET; THENCE NORTH 89°55'21" EAST 93.47 FEET; THENCE NORTH 81°55'21" EAST 113.41 FEET; THENCE SOUTH 00°01'15" WEST 118.73 FEET; THENCE SOUTH 89°55'21" WEST 101.57 FEET; THENCE SOUTH 00°04'39" EAST 9.05 FEET; THENCE SOUTH 89°55'21" WEST 104.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 22,999 SQ. FT. OR 0.528 ACRES.

LOT 7

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 610.42 FEET AND EAST 233.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 104.00 FEET; THENCE NORTH 00°04'39" WEST 9.05 FEET; THENCE NORTH 89°55'21" EAST 101.57 FEET; THENCE SOUTH 00°01'15" WEST 110.05 FEET; THENCE SOUTH 89°55'21" WEST 205.38 FEET; THENCE NORTH 00°04'39" WEST 101.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 21,671 SQ. FT. OR 0.497 ACRES.

LOT 8

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 711.43 FEET AND EAST 229.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 209.38 FEET; THENCE SOUTH 00°01'15"

WEST 255.65 FEET; THENCE SOUTH 02°15'47" EAST 30.31 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 4037.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03°09'04" A DISTANCE OF 222.02 FEET (CHORD BEARS SOUTH 03°50'19" EAST 222.00 FEET) TO A POINT ON THE ARC OF A 4025.00 FOOT NON TANGENT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°26'17" A DISTANCE OF 101.01 FEET (CHORD BEARS SOUTH 03°51'58" EAST 101.01 FEET); THENCE SOUTH 89°55'21" WEST 246.50 FEET; THENCE NORTH 00°04'39" WEST 231.25 FEET; THENCE NORTH 89°55'21" EAST 15.17 FEET; THENCE NORTH 00°04'39" WEST 377.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 134,210 SQ. FT. OR 3.081 ACRES.

LOT 9

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 4000 WEST STREET, SAID POINT BEING SOUTH 00°04'39" EAST ALONG THE SECTION LINE 362.68 FEET AND EAST 42.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°04'39" WEST ALONG SAID RIGHT OF WAY LINE 166.00 FEET; THENCE NORTH 89°55'21" EAST 159.00 FEET; THENCE SOUTH 00°04'39" EAST 38.00 FEET; THENCE NORTH 89°55'21" EAST 32.00 FEET; THENCE SOUTH 00°04'39" EAST 158.00 FEET; THENCE SOUTH 89°55'21" WEST 32.00 FEET; THENCE NORTH 00°04'39" WEST 30.00 FEET; THENCE SOUTH 89°55'21" WEST 159.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 31,450 SQ. FT. OR 0.722 ACRES.

LOT 10

BEGINNING AT A POINT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 4000 WEST STREET, SAID POINT BEING SOUTH 00°04'39" EAST ALONG THE SECTION LINE 362.68 FEET AND EAST 42.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 159.00 FEET; THENCE SOUTH 00°04'39" EAST 30.00 FEET; THENCE NORTH 89°55'21" EAST 32.00 FEET; THENCE SOUTH 00°04'39" EAST 152.00 FEET; THENCE SOUTH 89°55'21" WEST 32.00 FEET; THENCE NORTH 00°04'39" WEST 7.92 FEET; THENCE SOUTH 89°55'21" WEST 159.00 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 00°04'39" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE 174.08 FEET TO THE POINT OF BEGINNING.

CONTAINS 32,543 SQ. FT. OR 0.747 ACRES.

LOT 11

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 4000 WEST STREET, SAID POINT BEING SOUTH 00°04'39" EAST ALONG THE SECTION LINE 711.68 FEET AND EAST 42.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°04'39" WEST ALONG SAID RIGHT OF WAY LINE 174.92 FEET; THENCE NORTH 89°55'21" EAST 159.00 FEET; THENCE SOUTH 00°04'39" EAST 7.92 FEET; THENCE NORTH 89°55'21" EAST 32.00 FEET; THENCE SOUTH 00°04'39" EAST 167.00 FEET; THENCE SOUTH 89°55'21" WEST 191.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 33,156 SQ. FT. OR 0.761 ACRES.

LOT 12

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 4000 WEST STREET, SAID POINT BEING SOUTH 00°04'39" EAST ALONG THE SECTION LINE 711.68 FEET AND EAST 42.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 187.00 FEET; THENCE SOUTH 00°04'39" EAST 377.00 FEET; THENCE SOUTH 89°55'21" WEST 15.17 FEET; THENCE SOUTH 00°04'39" EAST 231.25 FEET; THENCE SOUTH 89°55'21" WEST 171.83 FEET TO SAID RIGHT OF WAY LINE; THENCE NORTH 00°04'39" WEST ALONG SAID RIGHT OF WAY LINE 608.25 FEET TO THE POINT OF BEGINNING.

CONTAINS 110,235 SQ. FT. OR 2.531 ACRES.

LOT 15

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 4000 WEST STREET, SAID POINT BEING SOUTH 00°04'39" EAST ALONG THE SECTION LINE 196.68 FEET AND EAST 42.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°04'39" WEST ALONG SAID RIGHT OF WAY LINE 109.96 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°15'14" A DISTANCE OF 31.50 FEET (CHORD BEARS NORTH 45°02'58" EAST 28.35 FEET); THENCE SOUTH 89°49'25" EAST 170.91 FEET; THENCE SOUTH 00°04'39" EAST 167.20 FEET; THENCE SOUTH 89°55'21" WEST 32.00 FEET; THENCE NORTH 00°04'39" WEST 38.00 FEET; THENCE SOUTH 89°55'21" WEST 159.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 25,888 SQ. FT. OR 0.594 ACRES.

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27-19-430-062

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27-20-302-002