

10-2
WHEN RECORDED RETURN TO:

VP Daybreak Operations LLC
Attention: Ty McCutcheon
4700 Daybreak Pkwy
South Jordan, UT 84009

12440284
12/22/2016 03:15 PM \$37.00
Book - 10514 Pg - 718-727
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: MSP, DEPUTY - WI 10 P.

ACCESS EASEMENT AGREEMENT
(Parcel 14, Lots P111 - P120)

THIS ACCESS EASEMENT AGREEMENT ("Agreement") is made the 20 day of December, 2016, by and between VP Daybreak Investments LLC, a Delaware limited liability company ("Grantor") and VP Daybreak Operations LLC, a Delaware limited liability company ("Grantee").

RECITALS:

A. Grantor is the owner of the real property located in Salt Lake County, Utah (the "Burdened Property"), the legal description of which is attached hereto as Exhibit A and made a part hereof.

B. Grantee is the owner of the real property contiguous with the Burdened Property and located in Salt Lake County, Utah (the "Benefitted Property"), the legal description of which is attached hereto as Exhibit B and made a part hereof.

C. The Benefitted Property does not presently have access to a public road.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Easement Grant.** Grantor does hereby grant and convey unto Grantee a non-exclusive easement (the "Easement"), for the term set forth in Section 5 below, over, under, across, upon and through that portion of the Burdened Property for purposes of vehicular and pedestrian ingress and egress to and from the Benefitted Property. After recording of the Supplement designating the specific location of the Easement pursuant to Section 2 below, the purpose of the Easement shall also include the installation, construction, maintenance and operation of underground utility lines and above ground appurtenances to those lines reasonably necessary for residential and commercial development of the Benefitted Parcel.

2. **Scope and Location.** Initially, the Easement shall be a blanket easement over

the Burdened Parcel, as necessary to reasonably provide access from public roads on, contiguous to, or adjacent to, the Burdened Parcel to the Benefitted Parcel. Grantor may at any time, but not later than sixty (60) days after receipt of written notice from Grantee requesting that the specific location be established, prepare a legal description of the specific location and record a supplement (the "Supplement") to this Agreement setting out the specific location of the Easement. The specific location of the Easement shall provide reasonable access for development of the Benefitted Parcel for residential and commercial purposes, consistent with any existing and planned development on the Burdened Property at the time the specific location is determined, in a location which minimizes impact to the Burdened Property. The width of the specific location of the Easement shall be the minimum width necessary to provide reasonable ingress and egress to the Benefitted Parcel while satisfying applicable governmental requirements for residential and commercial development. After the Supplement is recorded, the Easement shall be limited to the location and area specified in the Supplement, and the remainder of the Burdened Property shall automatically be released from the Easement.

3. **Dedication.** After the Supplement is recorded, at either party's request, the parties agree to cooperate to cause the dedication as a public road of the specific location of the Easement designated in the Supplement. For the avoidance of doubt, in no event shall any improvements be included with such dedication as a public road. Upon such dedication, this Agreement shall terminate and be of no further force or effect, and the parties shall execute and record evidence of such termination.

4. **Relocation.** After the Supplement is recorded and prior to dedication of the Easement as a public street, Grantor may, at Grantor's expense and after thirty (30) days advance notice to Grantee, relocate the Easement to a location which provides access to the Burdened Property at the same location on the Burdened Property, and which does not materially impair the Easement. Grantor shall bear the cost of relocating any existing improvements.

5. **Term.** The easement granted herein shall automatically terminate without the need for recording additional documentation (provided, however, that in connection with such termination, each of the parties hereto agrees to cooperate in the execution and recordation of any documentation reasonably requested by a party, at such party's expense) when access to the Benefitted Property is available by public road. Prior to the Supplement being recorded, Grantee agrees to release portions of the Burdened Property from the Easement, as requested by Grantor, provided that reasonable access to the Benefitted Property consistent with the requirements of Section 2 remains available after such release. For the avoidance of doubt, any dedication and acceptance of less than the entirety of the specific location of the Easement shall not operate to terminate this Agreement with respect to those portions of the Easement that are not dedicated and accepted as a public rights of way.

6. **Indemnity.** Grantee covenants and agrees to indemnify, defend and hold harmless Grantor from and against all actions, claims, costs, expenses and liability (including reasonable attorney's fees and costs of suit incurred in connection with all claims) arising from or as a result of the injury to or death of any person, or damage to the property of any person arising from or as a direct result of the exercise of Grantee's easement rights under this Agreement, except to the extent arising out of the negligence or willful

misconduct of the Grantor, its agents, employees or contractors.

7. **Notices.** Any notice or other communication required or desired to be given hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes (a) when delivered personally, or (b) on the day said communication is deposited in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, or (c) on the next business day after said communication is deposited with a nationally recognized overnight courier service addressed as follows:

To Grantor:

VP Daybreak Investments LLC
c/o Värde Partners, Inc.
901 Marquette Avenue South
Suite 3300
Minneapolis, MN 55402
Attn: Legal Department

With copy to:

VP Daybreak Investments LLC
Attention: President
4700 Daybreak Pkwy
South Jordan, UT 84009

To Grantee:

VP Daybreak Operations LLC
c/o Värde Partners, Inc.
901 Marquette Avenue South
Suite 3300
Minneapolis, MN 55402
Attn: Legal Department

With copy to:

VP Daybreak Operations LLC
Attention: President
4700 Daybreak Pkwy
South Jordan, UT 84009

or at such other address as the parties may from time to time designate by notice in writing to the other parties.

11. **Appurtenant Easement.** The parties hereby agree that all of the provisions

contained herein and all of the rights, easements and obligations hereunder, shall be and constitute covenants running with the fee simple estate of the land. The Easement shall be appurtenant to and run with the land. The term "Grantor" and "Grantee" as used herein shall be deemed to mean the current owners of the parcels and their respective heirs, successors and assigns, and this Agreement shall inure to the benefit of and be binding upon such owners and their respective heirs, successors and assigns.

12. **Entire Agreement.** This grant covers all the agreements between the parties relating to the matters addressed in this Agreement and no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement.

13. **Amendment.** This Agreement may not be modified, changed or waived orally, but only by an instrument or instruments in writing signed by the parties hereto.

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

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and their seals on the day and year above first written.

Grantor:

VP Daybreak Investments LLC, a Delaware limited liability company

Bv:

geel

Ty McCutcheon, Vice-President

Grantee:

VP Daybreak Operations LLC, a Delaware limited liability company

Bv[•]

700

Ty McCutcheon, Vice-President

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Ty McCutcheon, the Vice-President of VP Daybreak Investments LLC, a Delaware limited liability company, who, being duly sworn upon his oath, acknowledged the execution of the above and foregoing Access Easement Agreement for and on behalf of said limited liability company.

Dated this 20th day of December, 2016.

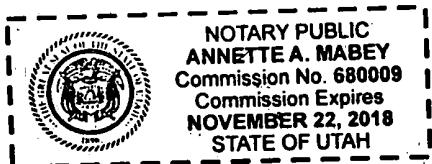
Annette A Mabey, Notary Public
(Printed)

My County of Residence

My County of Residence
Salt Lake

My Commission Expires:

11/22/2018



STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Ty McCutcheon, the Vice-President of VP Daybreak Operations LLC, a Delaware limited liability company, who, being duly sworn upon his oath, acknowledged the execution of the above and foregoing Access Easement Agreement for and on behalf of said limited liability company.

Dated this 20th day of December, 2016.

Annette A. Mabey
Annette A. Mabey, Notary Public
(Printed)

My County of Residence
Salt Lake

My Commission Expires:

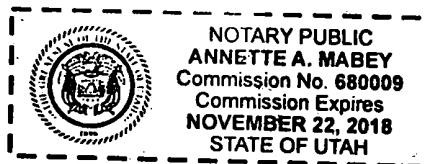


Exhibit A

Legal Description of the Burdened Property

Parcel 3:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTIONS 14, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE MOUNTAIN VIEW CORRIDOR, SAID POINT LIES SOUTH 89°55'04" EAST 750.332 FEET ALONG THE SECTION LINE AND SOUTH 940.022 FEET FROM THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°55'04" EAST 151.05 FEET TO A POINT TO THE NORTHWEST CORNER OF LOT P-120, KENNEDOTT DAYBREAK BINGHAM CREEK AMENDING PORTIONS OF LOTS B1, B2, OS1, OS2, WTC1 AND V3 OF THE KENNEDOTT MASTER SUBDIVISION #1 AMENDED; THENCE ALONG THE SAID BINGHAM CREEK PLAT THE FOLLOWING (6) COURSES: SOUTH 05°11'00" EAST 735.58 FEET TO A POINT ON A 2050.000 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 16°42'10" EAST); THENCE ALONG THE ARC OF SAID CURVE 597.610 FEET THROUGH A CENTRAL ANGLE OF 16°42'10"; THENCE EAST 519.55 FEET TO A POINT ON A 950.000 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH); THENCE ALONG THE ARC OF SAID CURVE 233.045 FEET THROUGH A CENTRAL ANGLE OF 14°03'19"; THENCE NORTH 75°56'41" EAST 221.43 FEET; THENCE NORTH 00°04'56" EAST 561.56 FEET TO THE NORTHEAST CORNER OF LOT P-111 OF SAID BINGHAM CREEK PLAT; THENCE SOUTH 89°55'04" EAST 32.49 FEET TO THE WEST LINE OF THE UTA PROPERTY; THENCE ALONG SAID WEST LINE THE FOLLOWING (12) COURSES: SOUTH 02°35'23" EAST 59.72 FEET; THENCE SOUTH 225.90 FEET; THENCE SOUTH 03°48'51" WEST 165.37 FEET; THENCE SOUTH 117.58 FEET; THENCE SOUTH 75°56'41" WEST 10.31 FEET; THENCE SOUTH 494.78 FEET; THENCE SOUTH 01°44'09" WEST 346.62 FEET; THENCE SOUTH 705.71 FEET TO A POINT ON A 516.500 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS EAST); THENCE ALONG THE ARC OF SAID CURVE 18.629 FEET THROUGH A CENTRAL ANGLE OF 02°04'00"; THENCE SOUTH 02°04'00" EAST 489.85 FEET; THENCE SOUTH 43.87 FEET TO A POINT ON A 1263.500 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS EAST); THENCE ALONG THE ARC OF SAID CURVE 246.433 FEET THROUGH A CENTRAL ANGLE OF 11°10'30" TO A POINT OF REVERSE CURVATURE WITH A 83.500 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 78°49'30" WEST); THENCE ALONG THE ARC OF SAID CURVE 5.128 FEET THROUGH A CENTRAL ANGLE OF 03°31'07" TO A POINT OF REVERSE CURVATURE WITH A 1269.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 82°20'37" EAST); THENCE ALONG THE ARC OF SAID CURVE 124.906 FEET THROUGH A CENTRAL ANGLE OF 05°38'22" TO A POINT ON LOT T3 OF SAID KENNEDOTT MASTER SUBDIVISION #1; THENCE ALONG THE SOUTH LINES OF SAID LOT T3 & LOT WTC1 OF SAID KENNEDOTT MASTER SUBDIVISION #1 NORTH 89°51'12" WEST 1552.71 FEET TO THE EAST LINE OF MOUNTAIN VIEW CORRIDOR AND A POINT ON A 4958.500 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 76°09'00" EAST); THENCE ALONG SAID EAST LINE THE FOLLOWING (23) COURSES: ALONG THE ARC OF SAID CURVE 108.360 FEET THROUGH A CENTRAL ANGLE OF 01°15'08"; THENCE NORTH 32°33'41" EAST 21.27 FEET; THENCE NORTH 12°16'45" WEST 57.00 FEET; THENCE NORTH 69°39'31" WEST 28.16 FEET TO A POINT ON A 4967.500 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 78°24'33" EAST); THENCE ALONG THE ARC OF SAID CURVE 754.320 FEET THROUGH A CENTRAL ANGLE OF 08°42'02"; THENCE NORTH 01°43'17" EAST 134.47 FEET TO A POINT ON A 4958.500 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 88°50'39" WEST); THENCE ALONG THE ARC OF SAID CURVE 16.070 FEET

THROUGH A CENTRAL ANGLE OF 00°11'08"; THENCE NORTH 01°09'21" WEST 154.67 FEET; THENCE NORTH 46°46'06" EAST 22.27 FEET; THENCE NORTH 06°17'02" WEST 135.85 FEET; THENCE NORTH 43°21'49" WEST 20.05 FEET TO A POINT ON A 8032.500 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 88°34'48" WEST); THENCE ALONG THE ARC OF SAID CURVE 293.780 FEET THROUGH A CENTRAL ANGLE OF 02°05'44"; THENCE NORTH 00°11'56" WEST 135.82 FEET TO A POINT ON A 8041.500 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 85°31'07" WEST); THENCE ALONG THE ARC OF SAID CURVE 94.630 FEET THROUGH A CENTRAL ANGLE OF 00°40'27"; THENCE NORTH 05°09'21" WEST 118.16 FEET; THENCE NORTH 33°35'40" EAST 36.75 FEET; THENCE NORTH 05°30'23" WEST 101.90 FEET; THENCE NORTH 56°24'20" WEST 40.24 FEET; THENCE NORTH 05°09'21" WEST 154.81 FEET; THENCE NORTH 84°50'39" EAST 16.42 FEET; THENCE NORTH 05°09'21" WEST 252.67 FEET; THENCE SOUTH 84°50'39" WEST 16.42 FEET; THENCE NORTH 05°09'21" WEST 434.79 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM A PARCEL OF LAND IN FEE FOR A DRAINAGE FACILITY INCIDENT TO THE CONSTRUCTION OF A HIGHWAY KNOWN AS PROJECT NO. MP-0182(6), BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID PART OF AN ENTIRE TRACT ALSO BEING PART OF LOT WTC1 OF AMENDED LOTS B2, B3, OS2, T4, V4, V7, & WTC2 KENNECOTT MASTER SUBDIVISION #1 RECORDED AS ENTRY NO. 8824749 IN BOOK 2003P AT PAGE 303 AND LOT P-120 OF KENNECOTT DAYBREAK BINGHAM CREEK AMENDING PORTIONS OF LOTS B1, B2, OS1, OS2, WTC1 AND V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, RECORDED AS ENTRY NO. 10869681 IN BOOK 2009P AT PAGE 193, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, UTAH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 948.53 FEET SOUTH 89°55'04" EAST ALONG THE SECTION LINE AND 1408.24 FEET SOUTH 00°04'56' WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 14; AND RUNNING SOUTH 05°11'00" EAST 143.71 FEET; THENCE SOUTH 64°06'48" WEST 27.47 FEET; THENCE NORTH 07°19'21" WEST 140.37 FEET; THENCE NORTH 61°46'52" EAST 33.62 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 4,051 SQUARE FEET IN AREA OR 0.093 ACRE, MORE OR LESS.

(NOTE: ROTATE ALL BEARINGS IN THE ABOVE DESCRIPTION 0°19'21" CLOCKWISE TO MATCH THE RIGHT OF WAY CONTROL LINE FOR SAID PROJECT.)

Tax Parcel No. 26-14-200-018-0000

Tax Parcel No. 26-14-202-009-0000

Tax Parcel No. 26-14-226-009-0000

Exhibit B

Legal Description of the Benefitted Property

Parcel 14, Lots P111 - P120:

LOTS, P-111, P-112, P-113, P-114, P-115, P-116, P-117, P-118, P-119, AND P-120, INCLUSIVE, KENNEDY DAYBREAK BINGHAM CREEK AMENDING PORTIONS OF LOTS B1, B2, OS1, OS2, WTC1 AND V3 OF THE KENNEDY MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

LESS AND EXCEPTING FROM LOTS P-117, P-118 AND P-119 A PARCEL OF LAND IN FEE FOR A DRAINAGE FACILITY INCIDENT TO THE CONSTRUCTION OF A HIGHWAY KNOWN AS PROJECT NO. MP-0182(6), BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID PART OF AN ENTIRE TRACT OF PROPERTY IS ALSO PART OF LOTS P-119 AND P-120 KENNEDY DAYBREAK BINGHAM CREEK AMENDING PORTIONS OF LOTS B1, B2, OS1, OS2, WTC1 AND V3 OF THE KENNEDY MASTER SUBDIVISION #1 AMENDED ACCORDING TO THE OFFICIAL PLAT, ON FILE, RECORDED ON DECEMBER 30, 2009, AS ENTRY NO. 10869681 IN BOOK 2009P AT PAGE 193 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, UTAH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 948.53 FEET SOUTH 89°55'04" EAST ALONG THE SECTION LINE AND 1408.25 FEET SOUTH 00°04'56" WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 14; AND RUNNING THENCE NORTH 61°46'52" EAST 129.75 FEET; THENCE SOUTH 82°28'01" EAST 77.28 FEET; THENCE SOUTH 16°57'49" EAST 20.82 FEET; THENCE SOUTH 18°26'14" WEST 107.05 FEET; THENCE SOUTH 64°06'48" WEST 166.92 FEET; THENCE NORTH 05°11'00" WEST 143.71 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 25,680 SQUARE FEET IN AREA OR 0.590 ACRE, MORE OR LESS.

(NOTE: ROTATE ALL BEARINGS IN THE ABOVE DESCRIPTION 0°19'21" CLOCKWISE TO MATCH THE RIGHT OF WAY CONTROL LINE FOR SAID PROJECT.)

ALSO LESS AND EXCEPTING FROM LOTS P-119 AND P-120 A PARCEL OF LAND IN FEE FOR A DRAINAGE FACILITY INCIDENT TO THE CONSTRUCTION OF A HIGHWAY KNOWN AS PROJECT NO. MP-0182(6), BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID PART OF AN ENTIRE TRACT OF PROPERTY IS ALSO PART OF LOTS P-119 AND P-120 KENNEDY DAYBREAK BINGHAM CREEK AMENDING PORTIONS OF LOTS B1, B2, OS1, OS2, WTC1 AND V3 OF THE KENNEDY MASTER SUBDIVISION #1 AMENDED ACCORDING TO THE OFFICIAL PLAT, ON FILE, RECORDED ON DECEMBER 30, 2009, AS ENTRY NO. 10869681 IN BOOK 2009P AT PAGE 193 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, UTAH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

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0.590 ACRE, MORE OR LESS.

(NOTE: ROTATE ALL BEARINGS IN THE ABOVE DESCRIPTION 0°19'21" CLOCKWISE TO MATCH THE RIGHT OF WAY CONTROL LINE FOR SAID PROJECT.)

ALSO LESS AND EXCEPTING FROM LOT P-120 A PARCEL OF LAND IN FEE FOR A DRAINAGE FACILITY INCIDENT TO THE CONSTRUCTION OF A HIGHWAY KNOWN AS PROJECT NO. MP-0182(6), BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID PART OF AN ENTIRE TRACT ALSO BEING PART OF LOT WTC1 OF AMENDED LOTS B2, B3, OS2, T4, V4, V7, & WTC2 KENNECOTT MASTER SUBDIVISION #1 RECORDED AS ENTRY NO. 8824749 IN BOOK 2003P AT PAGE 303 AND LOT P-120 OF KENNECOTT DAYBREAK BINGHAM CREEK AMENDING PORTIONS OF LOTS B1, B2, OS1, OS2, WTC1 AND V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, RECORDED AS ENTRY NO. 10869681 IN BOOK 2009P AT PAGE 193, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, UTAH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 948.53 FEET SOUTH 89°55'04" EAST ALONG THE SECTION LINE AND 1408.24 FEET SOUTH 00°04'56" WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 14; AND RUNNING SOUTH 05°11'00" EAST 143.71 FEET; THENCE SOUTH 64°06'48" WEST 27.47 FEET; THENCE NORTH 07°19'21" WEST 140.37 FEET; THENCE NORTH 61°46'52" EAST 33.62 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 4,051 SQUARE FEET IN AREA OR 0.093 ACRE, MORE OR LESS.

(NOTE: ROTATE ALL BEARINGS IN THE ABOVE DESCRIPTION 0°19'21" CLOCKWISE TO MATCH THE RIGHT OF WAY CONTROL LINE FOR SAID PROJECT.)

Tax Parcel No. 26-14-226-007-0000 (Parcel 14, Lot P111)
Tax Parcel No. 26-14-226-006-0000 (Parcel 14, Lot P112)
Tax Parcel No. 26-14-226-005-0000 (Parcel 14, Lot P113)
Tax Parcel No. 26-14-226-004-0000 (Parcel 14, Lot P114)
Tax Parcel No. 26-14-226-003-0000 (Parcel 14, Lot P115)
Tax Parcel No. 26-14-226-002-0000 (Parcel 14, Lot P116)
Tax Parcel No. 26-14-226-001-0000 (Parcel 14, Lot P117)
Tax Parcel No. 26-14-201-003-0000 (Parcel 14, Lot P118)
Tax Parcel No. 26-14-201-002-0000 (Parcel 14, Lot P119)
Tax Parcel No. 26-14-201-001-0000 (Parcel 14, Lot P120)