

~~1391087 BK1794 PG1084
DUG CROFTS, WEBER COUNTY RECORDER
01-MAR-96 320 PM FEE \$36.00 DEP MH
REC FOR: FIRST.AMERICAN.TITLE~~

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE PLEASANT VALLEY COURT BUSINESS PARK

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PLEASANT VALLEY COURT BUSINESS PARK is made and executed this 29th day of February, 1996, by Douglas B. Stephens, D. Bruce Stephens and Anchor Properties, L.L.C., (the "Declarant").

RECITALS:

A. Declarant is the record owner of all legal and beneficial right, title and interest in and to the Entire Property.

B. Declarant desires to create on the Entire Property a retail, commercial, and office development, and desires to provide for the establishment and preservation of values and amenities for the Entire Property. To this end, and for the benefit of the Entire Property and the Users, Declarant desires to subject the Entire Property to the easements, covenants, conditions and restrictions set forth in this Declaration.

Now, Therefore, to that end and in consideration of the mutual agreements, covenants, conditions and restrictions contained herein, the signatories, and each of them, hereby consent, acknowledge and agree to all of the following terms and provisions and do hereby subject the Entire Property to the easements, covenants, conditions and restrictions set forth in this Declaration:

ARTICLE I

DEFINITIONS

When used in this Declaration:

Section 1.1. "Additional Property" means any additional real property added to the real property described in Exhibit "A" attached hereto, and made subject to this Declaration by the filing of any Supplemental Declaration. The Additional Property shall in all events be contiguous with the Entire Property.

Section 1.2. "Buildings" means all structures and buildings built upon and affixed to the Entire Property at any time and from time to time which are intended for permanent and exclusive use and occupancy, including but not limited to, financial, office, retail and other commercial buildings, and shall include any area directly below any Buildings, all projections, additions or extensions of any Buildings, the drive-in window area of any financial institution, platforms, docks, porches and stairways protruding from or affixed to the outside of any Buildings.

**Rerecorded to add corrected legal description

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02-APR-96 316 PM FEE \$40.00 DEP MH
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Section 1.3. "Committee" means the Architectural and Development Control Committee as organized, constituted and operated in accordance with the provisions of Article II hereof.

Section 1.4. "Declarant" means Douglas B. Stephens, Bruce Stephens and/or Anchor Properties, L.L.C., and any successors which, either by operation of law or through voluntary conveyances, transfers or assignments, come to stand in the same relation to the Entire Property.

Section 1.5. "Declaration" means this Declaration of Covenants, Conditions and Restrictions of the Pleasant Valley Business Park, as the same may be modified, amended, supplemented or expanded in accordance with the law and the provisions hereof.

Section 1.6. "Development Guidelines" means the standards, requirements and restrictions which may be adopted by the Committee pursuant to Section 2.7 hereof.

Section 1.7. "Entire Property" means the real property described in Exhibit "A" plus any Additional Property.

Section 1.8. "Improved Space" means all gross square footage of floor space in all Buildings. For purposes of this Section 1.8, "Improved Space" shall be calculated in accordance with the American National Standard Z 65.1 - 1980 set by the Building Owners and Managers Association (BOMA) for the classification known as "Construction Area."

Section 1.9. "Improvements" means buildings, structures and other improvements in, on or to the Entire Property.

Section 1.10. "Landscaping" means any space of ground covered with lawn, flowers, ground cover, shrubbery, trees, ponds or the like, which may be complemented with earth berms, masonry or similar materials.

Section 1.11. "Occupant" means any person who has a legal right, whether by purchase, lease or rental, to occupy and use any Building, or any part thereof.

Section 1.12. "Owner" means the record owner, whether one or more persons, of title to any Parcel which is a part of the Entire Property, except with respect to any Parcel against which a Declaration of Condominium has been recorded, in which case the Owner shall mean the association of condominium owners for that Parcel. Notwithstanding any other provision of this Section 1.12, an Owner shall not include a person or entity which has sold a Parcel on contract, or by some other means, and thereby divested itself of equitable ownership thereof, but has retained record ownership of the parcel solely as security for the

performance of an obligation. In such circumstances, the equitable owner of title shall be deemed to be the Owner thereof. Declarant, to the extent it qualifies pursuant to this Section 1.12, shall be an Owner. Notwithstanding any applicable theory relating to a mortgage, deed of trust or like instrument, the term Owner shall not mean or include a mortgagee, beneficiary or trustee under a mortgage, deed of trust or like instrument unless and until such person otherwise qualifies as an Owner pursuant to this Section 1.12 by foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof.

Section 1.13. "Parcel" means any of the separately numbered and individually described parcels of land shown on any recorded plat of the Entire Property or any portion thereof, as amended or supplemented from time to time, and/or shown on ownership plats kept by the Weber County Recorder pursuant to Section 17-21-21, Utah Code Annotated, 1953.

Section 1.14. "User" means each Owner and Occupant, and their respective customers, clients, guests, invitees, tenants, employees and agents.

ARTICLE II ARCHITECTURAL AND DEVELOPMENT CONTROL COMMITTEE

Section 2.1. Membership. The initial Architectural and Development Control Committee shall be composed of Douglas B. Stephens, Bruce Stephens and Dixie Gibson. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration. The Committee shall be composed of at least three (3) members at all times. The initial Committee may release and appoint new members to said Committee with majority approval. Upon the death, disqualification or resignation of a Committee member, the remaining two Committee members shall select a replacement.

Section 2.2. Term. The initial Architectural and Development Control Committee shall remain in existence until such time as all of the parcels within the Entire Property have been sold by Declarant or administration of the Committee is undertaken by Parcel Owners, whichever first occurs. Administration of the Committee may be undertaken by Parcel Owners at any time after 80% of the parcels are either sold by the Declarant or improved by commercial buildings. At such time, a majority in number of the then record Parcel Owners (and who shall collectively own over one-half of the area of the Entire Property) shall have the power through a duly recorded written instrument to change the membership of the Committee or to restore the Committee, its powers and duties.

Section 2.3. Function of the Committee. The functions of the Committee shall be to pass upon, approve, or reject any plans or specifications for Improvements to the

Entire Property so that all Improvements conform to the restrictions and general plans of the Declarant for the improvement and development of the Entire Property. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restriction (s) set forth in this Declaration, except as herein specifically provided. The Committee may act by no less than a majority of its members. Any authorization, approval, power or designation made by said Committee shall be in writing.

Section 2.4. Submission to Committee. No Improvement shall be constructed or maintained on the Entire Property and no exterior alteration, repainting, renovating, replacing or refurbishing of any Improvement shall be performed, unless complete plans and specifications, including plot plan, elevation plan and landscaping plan, have first been submitted to and approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

Section 2.5. Approval Procedure. Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within the following time periods after submission: no later than thirty (30) days if the projected cost is less than \$100,000.00; and, no later than sixty (60) days if the projected cost is greater than \$100,000.00. In the event the Committee fails to take any action within such period, it shall be deemed to have rejected the material submitted. If the Committee rejects or disapproves of any proposed plans and specifications it shall upon request specify in reasonable detail the basis of such disapproval.

Section 2.6. Standards. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to ensure that all Improvements conform to and harmonize with any Development Guidelines and the requirements and restrictions of this Declaration. Compliance with Development Guidelines shall not relieve an Owner (or those claiming under it) of the duty to obtain all permits and licenses required by law nor of the duty to comply with all applicable laws and ordinances.

Section 2.7. Development Guidelines.

(a) Adoption. The Committee may adopt Development Guidelines, and may rescind, amend and modify such Development Guidelines at such times and from time to time as it deems necessary, to inform Owners of the standards which will be applied in approving or disapproving proposed Improvements.

(b) Content. The Development Guidelines may specifically state the rules and regulations of the Committee with respect to the submission of plans and specifications for approval, the time or times within which such plans or specifications must be submitted (which shall not be inconsistent with the provisions of this Declaration), and such other rules, regulations, policies and recommendations which the Committee will

consider in approving or disapproving proposed construction of or alterations to Improvements.

Section 2.8. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either by restraining the violation or recovery of damages. The Declarant, the Committee or any Owner affected by any violation of these covenants is hereby authorized and empowered to bring such action. The Committee has no affirmative obligation to enforce these covenants or to restrain a violation thereof.

Section 2.9. Waiver. Failure of the Committee to enforce any of the covenants of this instrument shall in no event be deemed a waiver of the right to do so thereafter as to the same violation or as to one occurring prior or subsequent thereto. The approval by the Committee of any plans, drawings or specifications for any work done or proposed or in connection with any other matter requiring the approval of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter subsequently submitted for approval.

Section 2.10. Liability. Neither the Committee nor any member thereof shall be liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings or specifications, whether or not defective, (b) the failure to enforce these covenants or to restrain a violation thereof, (c) the failure to ensure that all elements of the design and construction comply with these covenants, (d) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (e) otherwise carrying out the duties or exercising the powers of the Committee.

ARTICLE III USES, BUILDINGS, AND ROADS

Section 3.1. Prohibited Uses. No portion of the Entire Property shall be occupied for any use which is in violation of applicable ordinances, laws and regulations of any governmental entity having jurisdiction over the use of all or any part of the Entire Property or for any use which is inconsistent with the provisions of this Declaration. No portion of the Entire Property shall be used for any purpose or business which is considered dangerous or unsafe, or which constitutes a nuisance, or is noxious or offensive by reason of emission of dust, odor, gas, smoke, fumes or noise.

Section 3.2. Specific Uses. All Buildings shall be used exclusively for retail sales, commercial business, business office space, professional office space, financial services

or medical services. Additional service stations or convenience stores shall not be permitted, but the existing service station/convenience store, including any expansion, modification or replacement thereof, shall be permitted to remain as an exception.

Section 3.3. Compliance with Ordinances of South Ogden City. All Buildings and Improvements and all uses of the Entire Property shall comply with the building and zoning ordinances of South Ogden City.

Section 3.4. Roadways. Public roadways shall conform to the design standards of South Ogden City. Until dedicated to public use, Declarant will be responsible for maintenance of the roadway between 850 East and 1150 East.

ARTICLE IV BUILDING DESIGN

Section 4.1. Materials. All Buildings and Improvements placed upon the Entire Property shall conform to current standards of design and construction. All Buildings shall have exterior construction of brick, rock, tile, glass or a consistent blend thereof. Exterior wood, stucco or exposed concrete construction shall be limited to accent only. Exterior construction of wood, stucco, exposed concrete, aluminum siding, or any other siding shall not be permitted.

Section 4.2. Design Pattern. The Committee may adopt a general design pattern as part of its Development Guidelines. All Buildings and Improvements shall conform to such general design pattern. The Committee shall not approve any Building or Improvement which it considers so unusual or out of harmony with the general design pattern as to impair the beauty or economic value of the Entire Property.

Section 4.3. Approval by Committee. Before construction of any Building or other Improvement (including landscaping) shall be commenced upon any part of the Entire Property, the plans and specifications therefor, including a detailed list of the exterior materials and colors to be used, shall be submitted to the Committee for its approval.

ARTICLE V LANDSCAPING

Section 5.1. Landscaping Standards. No less than ten percent (10%) of the surface area of each Parcel shall be covered with Landscaping. Landscaping over the Entire Property shall be similar, and shall include the generous use of Colorado Blue Spruce. Plans for all Landscaping shall be submitted to the Committee for its approval.

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ARTICLE VI
PARKING

Section 6.1. Minimum Parking Spaces. There shall at all times be located on each Parcel, either outside or under the Buildings, no fewer than four (4) parking spaces per 1,000 square feet of Improved Space within the Buildings on that Parcel. No Building shall be constructed on the Entire Property which does not provide, either under such Building or in close proximity thereto, sufficient parking spaces to meet the applicable building code and parking ordinances of South Ogden City.

Section 6.2. Exclusive Parking Spaces. The parking spaces located on each Parcel shall be used only by the Owner or Occupant of the Buildings on that Parcel, their customers, clients, employees, agents and invitees.

Section 6.3. Dedicated Streets. Parking of vehicles shall not be permitted upon public or dedicated streets within the Entire Property.

Section 6.4. Approval by Committee. Parking areas shall be arranged so as to provide convenient access to Buildings, and shall be hard-surfaced, marked into parking spaces and adequately lighted. Plans for all parking areas shall be submitted to the Committee for its approval.

ARTICLE VII
SIGNAGE

Section 7.1. Committee Approval. Except for permitted temporary signs, any and all freestanding signs placed or located on the Entire Property, any and all signs placed or located on the exterior of any Building, and any and all signs located within a Building but visible from the outside of the Building shall be subject to the prior written approval of the Committee.

Section 7.2. Prohibited Signs. No sign shall be mounted on or attached to the roof of any Building or Improvement within the Entire Property. Except for signs or displays affixed directly to windows of Buildings, to service station pumps, to drive-in window areas and to automated teller machines (ATM), and except for "For Sale" and "For Rent" signs, no movable or temporary signs or displays shall be permitted within the Entire Property. No billboards, rental signs, or sign space for lease shall be permitted within the Entire Property.

Section 7.3. Free-Standing Signs. Only one free-standing sign shall be permitted on each Parcel. Free-standing signs shall be located and constructed so as to not impair the view of drivers exiting from and entering the public streets. Free-standing signs shall be no higher than 20 feet above the natural ground at the place of location.

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Section 7.4. Building Signs. All building signs or signs attached to Buildings shall have the words or characters thereon running parallel to the building wall and not at right angles to the building wall. All building signs shall be in good taste, shall conform to the general design of the Building to which attached, and shall be proportionate in size to the Building or building wall to which attached.

ARTICLE VIII
MAINTENANCE

Section 8.1. General Maintenance. All Buildings and Improvements shall be maintained in good condition and repair by the Owner and Occupant. Maintenance and repair shall be of high quality and all Buildings, parking areas and private roadways shall be kept clean and free of rubbish and other hazards. Each Owner and Occupant shall bear the cost and expense of maintaining its Buildings and Improvements.

Section 8.2. Garbage Collection. Papers, debris, refuse and other garbage shall regularly and frequently (not less frequently than weekly) be removed from the Parcels, and from the Buildings, parking areas and grounds within each Parcel. The collection and removal of such garbage shall be the responsibility of the Owner and Occupants of each Parcel. Garbage bins, dumpsters and trash receptacles shall be enclosed by walls, fences or barriers and not open to public view.

Section 8.3. Snow Removal. Snow and ice shall be removed in a timely manner from all outside parking areas and access roads. The removal of snow and ice shall be the responsibility of the Owner and Occupants of each Parcel.

ARTICLE IX
EASEMENTS AND UTILITIES

Section 9.1. Easements Reserved. Easement and rights-of-way are hereby reserved for the installation, maintenance and replacement of all utilities, including natural gas, water, storm drains, electricity, telephone and fiber optic cable, as are necessary or expedient for the public health and welfare and whether public, private or quasi-public. The easements and rights-of-way shall be confined to the rear 10 feet of every Parcel and to the front 10 feet of every Parcel adjacent to the public street.

Section 9.2. Utilities Underground. All utility services, including (but not limited to) electricity and telephone, shall be located beneath the surface of the ground and shall not be permitted to be conspicuously attached to poles, Buildings or Improvements.

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EA 1391087 BK 1794 PG 1091

ARTICLE X
EXPANSION OF PROJECT

Section 10.1. Right to Expand and State of Title to New Parcels.

There is hereby granted unto Declarant, and Declarant hereby reserves, the absolute right and option to expand the project at any time (within the limits prescribed in this Declaration) and from time to time by adding to the project Additional Property. Notwithstanding any provision of this Declaration which might be construed to the contrary, such right and option may be exercised without obtaining the vote or consent of any other person (including any Owner or Occupant) and shall be limited only as specifically provided in this Declaration. Any Additional Property shall be deemed added to the project and, subject to the terms of this Article X, at such time as a Supplemental Declaration has been recorded with respect to the Additional Property concerned.

Section 10.2. Requirements for Expansion. The Additional Property

must be contiguous to the Entire Property and must be zoned the same as the Entire Property. Otherwise, there are no limitations or requirements relative to the expansion of the project and the recording of a Supplemental Declaration.

Section 10.3. Covenant of Declarant. Declarant hereby covenants and

agrees that, if any contiguous real property owned by declarant is rezoned consistent with the Entire Property, said contiguous real property will thereafter and within a reasonable time be subjected to this Declaration as Additional Property. Declarant further covenants and agrees that, if any contiguous real property owned by Declarant and having potential for commercial development or zoning is sold, transferred or exchanged, Declarant will obligately by contract or covenant the person or entity acquiring the same to subject said real property to this Declaration as Additional Property at such time as it is rezoned to the same zoning as the Entire Property.

Section 10.4. Procedure for Expansion. Any Supplemental Declaration

by which an addition to the project of any Additional Property is accomplished shall be executed by Declarant, shall be in recordable form, and shall be filed of record in the Office of the Weber County Recorder. The Supplemental Declaration shall describe the Additional Property, shall reference this Declaration, and shall contain a statement that the Additional Property will thereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements set forth in this Declaration.

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ARTICLE XI
LIMITATION OF RESTRICTIONS

Section 11.1. Exemption for Construction and Development. In order that the Entire Property may be developed, nothing herein shall prevent Declarant or the Owner of a parcel, their agents, employees, contractors and subcontractors from erecting and maintaining such temporary structures as they deem appropriate and necessary during the course of construction, provided that such parties will use their best efforts to minimize any inconvenience caused thereby and will not restrict or unreasonably impede access to any Parcel.

Section 11.2. Temporary Signs. In order that the Entire Property may be sold and developed, nothing herein shall prevent Declarant, their agents and employees from maintaining temporary signs on Parcels to which they retain ownership for the purpose of advertising the availability of such Parcels, or a portion thereof, for sale or lease.

Section 11.3. Existing Uses. The existing use of one Parcel of the Entire Property by Anchor Properties, L.L.C. as a service station and convenience store is acknowledged by Declarant and all Users. The continued use of that Parcel for a service station and convenience store by Anchor Properties, L.L.C., its successors and assigns, as a preexisting use and exception to this Declaration is hereby recognized and expressly permitted. Similarly, any expansion, modification or replacement of said service station and convenience store within or upon such Parcel by Anchor Properties, L.L.C., its successors and assigns, is recognized as a preexisting use and exception to this Declaration and hereby expressly permitted.

Section 11.4. Public Streets. That area of the Entire Property dedicated by Declarant as a public street and accepted as a public street by South Ogden City shall be subject to only those portions of this Declaration as are reasonably applicable.

ARTICLE XII
GENERAL PROVISIONS

Section 12.1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect all other provisions, which shall remain in full force and effect.

Section 12.2. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date this Declaration is recorded, unless terminated in accordance with Section 12.3 hereof.

Section 12.3 Terminations and Amendments. Except as provided in and subject to the terms of items (a) and (b) below, a majority in numbers of the Parcel Owners (and who shall collectively own over one-half of the area of the Entire Property) may vote to amend or terminate this Declaration. Any amendment or termination so authorized shall be accomplished through the recordation of an instrument executed by all Parcel Owners voting in favor of the same. The foregoing right of amendment shall, however, be subject to the following:

(a) Declarant shall have the right unilaterally to amend and supplement this Declaration in conjunction with its addition to the Entire Property of Additional Property, as provided for in Article X of this Declaration.

(b) Until Declarant ceases to be the Owner of any Parcel, no amendment to any provision of this Declaration which has or may have the effect of diminishing or impairing any right, power, authority, privilege, protection or control accorded to Declarant (in its capacity as Declarant) shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by Declarant. Except as otherwise specifically set forth in this Declaration, any termination of or amendments to this Declaration must be recorded.

Section 12.4. Leases. All leases or rental agreements for Parcels shall be in writing and specifically subject to the provision, restrictions, and requirements of this Declaration.

Section 12.5. Declarant's Rights Assignable. All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment.

Section 12.6. Estoppel Certificate. Any of the Owners shall, upon ten (10) days written request, provide to Declarant a certificate, duly executed by such Owner, that, to the best of such Owner's knowledge, the Owner is not in default under this Declaration and has duly and properly performed all of its obligations hereunder.

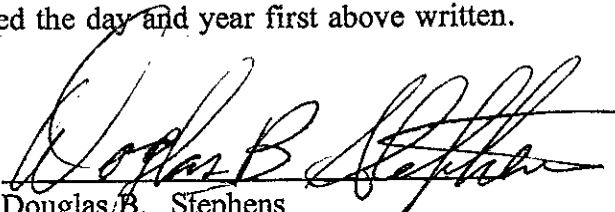
Section 12.7. Miscellaneous. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall not be deemed to be part of this Declaration and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Declaration. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any parts thereof, and any gender shall include other genders. Each of the foregoing genders and plurals is understood to refer to a corporation, partnership, or other legal entity when the context so requires. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof. This Declaration shall be

liberally construed to effect all of its purposes, and shall be governed by and construed in accordance with the laws of the State of Utah.

Section 12.8. Effective Date. This Declaration and any amendment or supplement hereto shall take effect upon its being filed for record in the Office of the County Recorder of Weber County, Utah.

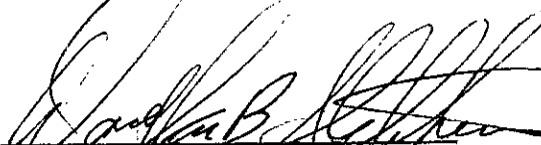
Section 12.9. Exhibits. All exhibits referred to in the body of this Declaration are hereby incorporated by this reference.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed the day and year first above written.


Douglas B. Stephens


D. Bruce Stephens

ANCHOR PROPERTIES, L.L.C.

by 
Douglas B. Stephens, a member

by 
Bruce Stephens, a member

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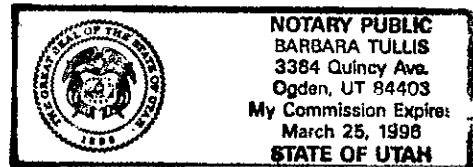
STATE OF UTAH)
) ss
COUNTY OF WEBER)

On this 29th day of February, 1996, personally appeared before me Douglas B. Stephens and D. Bruce Stephens who duly acknowledged before me that they executed the foregoing instrument.

Barbara Tullis
Notary Public

My Commission Expires:

Residing in:



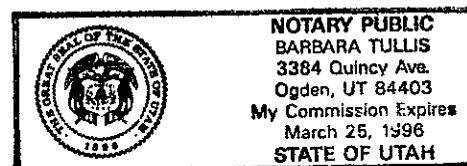
STATE OF UTAH)
) ss
COUNTY OF WEBER)

On this 29th day of February, 1996, personally appeared before me Douglas B. Stephens and Bruce Stephens, who being by me duly sworn, did say that they are members of Anchor Properties, L.L.C. and that the foregoing instrument was signed in behalf of said limited liability company by authority, and said Douglas B. Stephens and Bruce Stephens duly acknowledged before me that said limited liability company executed the same.

Barbara Tullis
Notary Public

My Commission Expires:

Residing in:



**EXHIBIT A
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE PLEASANT VALLEY COURT BUSINESS PARK**

Part of the S½, Section 16, T5N, R1W, SLB&M, U.S. Survey: Beginning at the SE corner of the Duffin Heights Subdivision in South Ogden City, Weber County, Utah, said point of beginning also being S. 50° 23' W. 119.75' and S. 60° 50' E. 1997.01' from the NW corner of the NE¼ SW¼ of said Section 16, and running thence S. 29° 10' W. 150' to the Northerly line of the State Highway; thence S. 60° 50' E. along said North line 1722.06'; thence N. 29° 10' E. 250' to the point of a curve; thence along the arc of a 233 foot radius curve to the left 117.69', the long chord of which bears N. 14° 35' W. 117.33'; thence North 280'; thence N. 57° 23'07" W. 426.84'; thence N. 60° 50' W. 1130'; thence S. 29° 10' W. 483.72' to the point of beginning.

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Beginning at a point 1,522.18 feet North and 2,119.09 feet West of the Southeast Corner of Section 16, T.5 N., R.1 W., S.L.B. & M., said point being on the North Right-of-Way line of State Highway 89 (Basis of Bearing: N 00°27'31" E along the Section Line from said Corner); thence as follows:

S 60°05'59" E	1,490.08 feet along said State Highway 89;
N 73°51'21" E	23.91 feet along said State Highway 89 to the West line of 1050 East Street;
N 28°51'21" E	68.84 feet along said 1050 East Street;
N 33°12'46" E	210.61 feet along said 1050 East Street;
N 28°51'20" E	66.61 feet along said 1050 East Street to a tangent curve to the right;
Northeasterly	214.30 feet along said curve on 1050 East Street, R = 215.01 feet, Delta = 57°06'18", T = 117.00 feet, CH = 205.54 feet, CHB = N 57°24'33" E to a non-tangent line;
N 89°29'39" W	175.00 feet;
N 56°23'32" W	486.37 feet;
N 60°30'46" W	1,130.00 feet to the Northeast Corner of Duffin Heights Subdivision as it is staked on the ground, being also the East line of 850 East Street;
S 29°29'14" W	253.72 feet along said 850 East;
S 60°30'46" E	14.00 feet;
S 29°29'14" W	60.00 feet;
S 60°30'46" E	139.00 feet;
S 29°29'14" W	170.00 feet to the point of beginning.

CONTAINS: 17.923 ACRES

07-047-0003

FIRST AMERICAN TITLE
No. DW 74546

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EA 1397271 BK1799 PG1187

780,732 SQ FT
17.923 ACRES

STATE HIGHWAY 89

POINT OF BEGINNING

07-047-0003

