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**BYLAWS  
OF  
COTTONWOOD SPRING VIEW  
OWNERS ASSOCIATION, INC.**

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TABLE OF CONTENTS

**ARTICLE 1 DEFINITIONS .....1**

1.1 Annual Assessment. ....1

1.2 Annual Meeting. ....1

1.3 Articles. ....1

1.4 Assessment. ....1

1.5 Association. ....1

1.6 County. ....1

1.7 Declaration. ....1

1.8 Emergency Meeting. ....1

1.9 Management Committee. ....1

1.10 Management Committee Meeting. ....1

1.11 Meeting. ....1

1.12 Mortgage. ....1

1.13 Mortgagee. ....1

1.14 Notice. ....1

1.15 Regular Meeting. ....2

1.16 Special Meeting. ....2

1.17 Other Definitions. ....2

**ARTICLE 2 OFFICE.....2**

**ARTICLE 3 MEETINGS OF MEMBERS.....2**

3.1 Annual Meetings. ....2

3.2 Special Meetings. ....2

3.3 Place of Meetings. ....2

3.4 Notice of Meetings. ....2

**ARTICLE 4 VOTING; QUORUM .....3**

4.1 Voting. ....3

4.2 Quorum. ....3

4.3 Voting Method. ....3

4.4 Action by Proxy. ....3

4.5 Action by Written Ballot. ....3

4.6 Majority Vote. ....3

4.7 Greater Quorum or Voting Requirements. ....4

**ARTICLE 5 MANAGEMENT COMMITTEE .....4**

5.1 Number, Election, and Term of Directors. ....4

5.2 Removal of Directors. ....4

5.3 Replacement of Directors. ....4

5.4 Resignations; Vacancies. ....4

5.5 Regular Meetings. ....4

5.6 Emergency Meetings. ....4

5.7 Place of Meetings. ....5

5.8 Quorum. ....5

**5.9 Waiver of Notice.....5**  
**5.10 Informal Action by Directors.....5**  
**ARTICLE 6 OFFICERS AND AGENTS .....5**  
**6.1 General.....5**  
**6.2 Removal of Officers.....5**  
**6.3 Vacancies.....6**  
**6.4 President.....6**  
**6.5 Vice Presidents.....6**  
**6.6 Secretary.....6**  
**6.7 Treasurer.....6**  
**ARTICLE 7 PROOF OF OWNERSHIP; REGISTRATION OF ADDRESS; LIENS;  
ASSOCIATION ADDRESS .....7**  
**7.1 Proof of Ownership.....7**  
**7.2 Mailing Address.....7**  
**7.3 Liens.....7**  
**7.4 Address of the Association.....7**  
**ARTICLE 8 SECURITY INTEREST IN MEMBERSHIP.....7**  
**ARTICLE 9 FISCAL MANAGEMENT.....7**  
**9.1 Fiscal Year.....7**  
**9.2 Assessment Procedures.....7**  
**ARTICLE 10 AMENDMENTS.....8**  
**10.1 By the Management Committee.....8**  
**10.2 By Members.....8**

**BYLAWS  
OF  
COTTONWOOD SPRING VIEW  
OWNERS ASSOCIATION, INC.**

March ~~31st~~ 2021

**Article 1  
DEFINITIONS**

As used in these Bylaws, the terms set forth below shall have the following meanings:

- 1.1 **Annual Assessment.** The annual assessment charged to the Owners in accordance with Section 5.1 of the Declaration and Article 10 of the Master Declaration.
- 1.2 **Annual Meeting.** The annual meeting of the Members, to be held each calendar year beginning in 2022.
- 1.3 **Articles.** The Articles of Incorporation of Cottonwood Spring View Owners Association, Inc., as the same may be amended from time to time.
- 1.4 **Assessment.** All assessments, charges, fines, and fees imposed by the Association on an Owner in accordance with the Declaration.
- 1.5 **Association.** The Project Association.
- 1.6 **County.** Morgan County, Utah.
- 1.7 **Declaration.** The Declaration of Covenants, Conditions and Restrictions, Cottonwood Spring View, as the same may be amended from time to time, recorded in the office of the Morgan County, Utah, Recorder.
- 1.8 **Emergency Meeting.** Any meeting of the Management Committee held pursuant to Section 5.6.
- 1.9 **Management Committee.** The Project Management Committee.
- 1.10 **Management Committee Meeting.** Any Regular Meeting or Emergency Meeting.
- 1.11 **Meeting.** Any Annual Meeting or Special Meeting.
- 1.12 **Mortgage.** A mortgage or deed of trust.
- 1.13 **Mortgagee.** A mortgagee or a beneficiary of a deed of trust.
- 1.14 **Notice.** The written notice of Annual Meeting or Special Meeting delivered to the Members in accordance with Section 3.4.

1.15 **Regular Meeting.** Any meeting of the Management Committee held pursuant to Section 5.5.

1.16 **Special Meeting.** Any special meeting of the Members called pursuant to Section 3.2.

1.17 **Other Definitions.** Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration and/or the Articles.

**Article 2**  
**OFFICE**

The Association is a Utah nonprofit corporation, with its principal office located at 201 South Main, Suite 2015 Salt Lake City, Utah 84111.

**Article 3**  
**MEETINGS OF MEMBERS**

3.1 **Annual Meetings.** The first Annual Meeting shall be held during the year 2022 at a time and in a month specified by the Management Committee. Subsequent Annual Meetings shall be held during the same month each year. Annual Meetings shall be held for the purpose of electing Directors and for the transaction of such other business as may come before the Annual Meeting.

3.2 **Special Meetings.** Special Meetings of the Members may be called at any time by the Management Committee or the president of the Association, or upon the written request of at least thirty percent (30%) of the votes entitled to be cast by the Members. Special Meetings may only be held for the purpose or purposes set forth in the Notice thereof.

3.3 **Place of Meetings.** The Management Committee may designate any place within the County as the place for any Annual Meeting or for any Special Meeting called by the Management Committee or the president of the Association. Members may participate in Meetings by any means of electronic or telephonic communication through which all Members and other participants may simultaneously hear one another during the Meeting. Members who participate in a Meeting by such means shall be considered present for all purposes, including the presence of a quorum.

3.4 **Notice of Meetings.** Written Notice of each Meeting stating the place, date, and time of the Meeting and the purpose or purposes for which the Meeting is called, shall be delivered personally or by mail to each Member entitled to vote at such Meeting, not less than ten nor more than fifty days before the date of the Meeting. If mailed, the Notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears in the records of the Association, with postage thereon prepaid. The Management Committee may set a record date for determining the Members entitled to Notice. The Association shall give Notice at the Association's expense of any Special Meeting called by the Members pursuant to Section 3.2.

**Article 4**  
**VOTING; QUORUM**

4.1 **Voting.** Votes shall be allocated as set forth in Article 7 of the Articles.

4.2 **Quorum.** The number of Members participating in a Meeting in person, by proxy, or by written ballot shall constitute a quorum.

4.3 **Voting Method.** Votes may be cast in person, by proxy, or by written ballot.

4.4 **Action by Proxy.** Every proxy must be executed in writing by the Member or his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Association before or at the time of the Meeting. No proxy shall be valid after the expiration of one year from the date of its execution unless otherwise provided in the proxy.

4.5 **Action by Written Ballot.**

(a) Any action that may be taken at any Meeting may be taken without a Meeting if the Association delivers a written ballot to every Member entitled to vote on the matter. Such written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a Meeting at which the total number of votes cast was the same as the number of votes cast by written ballot. Members submitting a written ballot shall be considered to have participated in a Meeting for all purposes.

(b) All solicitations for votes by written ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of Directors; (iii) specify the time by which a written ballot must be received by the Association in order to be counted; and (iv) be accompanied by written information sufficient to permit each Member casting a written ballot to reach an informed decision on the matter.

(c) A written ballot may not be revoked.

(d) Action by written ballot has the same effect as action taken at a Meeting.

(e) The number of votes cast by written ballot shall constitute a quorum for action on the matter.

(f) A written ballot may also be used in connection with any Meeting, thereby allowing Members the choice of either voting in person or by written ballot delivered by a Member to the Association in lieu of attendance at such Meeting. A valid written ballot shall be counted equally with the votes of Members in attendance at any Meeting for every purpose, including satisfaction of any quorum requirement.

4.6 **Majority Vote.** The affirmative vote of a majority of the votes entitled to be cast by the Members participating in a Meeting in person, by proxy, or by written ballot shall be

the act of the Members, unless the vote of a greater number is required by the Declaration, the Articles, or these Bylaws.

4.7 **Greater Quorum or Voting Requirements.** An amendment to the Articles or these Bylaws that adds, changes, or deletes a greater quorum or voting requirement shall meet the same quorum requirement and be adopted by the same vote required to take action under the greater of the quorum and voting requirements then in effect or proposed to be adopted.

## Article 5 MANAGEMENT COMMITTEE

5.1 **Number, Election, and Term of Directors.** The Management Committee shall consist of three Directors. Directors shall be elected at the Annual Meetings by a majority vote of the Members participating in the Annual Meeting in person, by proxy, or by written ballot. Subject to Sections 5.2 and 5.3, each Director shall serve a one-year term, which term shall commence at the close of the Annual Meeting at which the Director is elected and expire at the close of the Annual Meeting at which the Director's successor is elected.

5.2 **Removal of Directors.** A Director may be removed, with or without cause, by a vote of at least sixty-seven percent (67%) of the votes entitled to be cast by the Members participating in a Meeting in person, by proxy, or by written ballot.

### 5.3 **Replacement of Directors.**

(a) A vacancy on the Management Committee created by the resignation or death of a Director shall be filled by majority vote of the Management Committee, though less than a quorum. Any vacancy on the Management Committee created pursuant to Section 5.2 shall be filled by a majority vote of the Members.

(b) Any Director elected or appointed pursuant to this Section 5.3 shall hold office for the remainder of the unexpired term of the Director being replaced.

5.4 **Resignations; Vacancies.** Any Director may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.5 **Regular Meetings.** A Regular Meeting of the Management Committee shall be held immediately after, and at the same place as, each Annual Meeting of the Members. A Regular Meeting of the Management Committee may be held immediately after, and at the same place as, any Special Meeting of the Members. Regular Meetings may be held without call or formal notice. Any business may be transacted at a Regular Meeting.

5.6 **Emergency Meetings.** An Emergency Meeting of the Management Committee may be held at any time when called by the president of the Association or by two or more Directors, upon the giving of at least seven (7) days' prior notice of the time and place

thereof to each Director by hand-delivery, prepaid United States mail, fax, email, or telephone. A notice of an Emergency Meeting need not state the purpose(s) for holding the Emergency Meeting. No notice of any adjourned Management Committee Meeting shall be required.

5.7 **Place of Meetings.** The Management Committee may designate any place within the County to hold a Management Committee Meeting. Directors may participate in any Management Committee Meeting by means of any electronic or telephonic communication by which all participants may simultaneously hear one another during such meeting. Directors who participate in a Management Committee Meeting by such means shall be considered present for all purposes, including the presence of a quorum.

5.8 **Quorum.** A majority of Directors shall constitute a quorum for the transaction of business, but a lesser number may adjourn any Management Committee Meeting from time to time. When a quorum is present at any Management Committee Meeting, a majority of the Directors in attendance shall, unless otherwise required by the Articles or these Bylaws, decide any question brought before such meeting.

5.9 **Waiver of Notice.** Before, at, or after any Emergency Meeting, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any Emergency Meeting shall be a waiver of notice by such Director except when such Director attends the Emergency Meeting for the express purpose of objecting to the transaction of business based on a claim that the Emergency Meeting was not duly called or convened.

5.10 **Informal Action by Directors.** Any action required or permitted to be taken at a Management Committee Meeting may be taken without such meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Directors.

## **Article 6 OFFICERS AND AGENTS**

6.1 **General.** The officers of the Association shall be a president (who shall be chosen from among the Directors), one or more vice presidents, a secretary, and a treasurer. The Management Committee may appoint such other officers, assistant officers, committees, and agents, including assistant secretaries and assistant treasurers, as it may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Management Committee. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent, or employee are not prescribed by these Bylaws or by the Management Committee, such officer, agent, or employee shall follow the orders and instructions of the president.

6.2 **Removal of Officers.** The Management Committee may remove any officer, either with or without cause, and elect a successor at any Management Committee Meeting.



6.3 **Vacancies.** A vacancy in any office, however occurring, shall be filled by the Management Committee for the unexpired portion of the term.

6.4 **President.** The president shall be the chief officer of the Association. The president shall preside at all Member Meetings and Management Committee Meetings. The president shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents, and employees. The president of the Association is designated as the officer with the power to prepare, execute, certify, and record amendments to the Declaration and the Articles on behalf of the Association.

6.5 **Vice Presidents.** The vice presidents shall assist the president and shall perform such duties as may be assigned to them by the president or by the Management Committee. In the absence of the president, the vice president designated by the Management Committee or (if there be no such designation) designated in writing by the president shall have the powers and perform the duties of the president. If no such designation is made, all vice presidents may exercise such powers and perform such duties.

6.6 **Secretary.** The secretary shall:

(a) Keep the minutes of the proceedings of Member Meetings and Management Committee Meetings;

(b) See that all notices are duly given in accordance with the provisions of these Bylaws and the Declaration;

(c) Maintain the records of the Association, including a record containing the names and registered addresses of all Members, the designation of the Lot(s) owned by each Member, and, if a Lot is mortgaged, the name and address of each Mortgagee; and

(d) Perform all other duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Management Committee. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

6.7 **Treasurer.** The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association, and shall deposit the same in accordance with the instructions of the Management Committee. The treasurer shall receive and give receipts and acquittances for moneys paid in on account of the Association and shall pay out of the funds on hand all bills, payrolls, and other just debts of the Association of whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Management Committee, make such reports to it as may be required at any time. The treasurer shall, if required by the Management Committee, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Management Committee, conditioned upon the faithful performance of his duties and for the restoration to the Association of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Association. He shall have such other powers and perform such other duties as may be from time to time prescribed by the Management Committee or the

president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

**Article 7**  
**PROOF OF OWNERSHIP; REGISTRATION OF ADDRESS; LIENS; ASSOCIATION ADDRESS**

7.1 **Proof of Ownership.** Each Person on becoming an Owner of a Lot shall furnish to the Association a copy of the recorded instrument vesting that Person with an ownership interest in the Lot. Such copy shall remain in the records of the Association. Owners who fail to satisfy this requirement shall not be deemed Members in good standing and shall not be entitled to vote at any Meeting.

7.2 **Mailing Address.** Each Member is required to register a mailing address with the Association within ten (10) days of becoming a Member. The mailing address of each Member will be kept in the records of the Association. Members must notify the Association of any change in mailing address within ten (10) days of such change. Any notice mailed to a Member's registered address or to the address on file with the County Recorder shall be deemed duly delivered.

7.3 **Liens.** Any Owner who Mortgages his Lot shall give the Association written notice of the name and address of the Mortgagee and shall file true, correct, and complete copies of the note and security instrument with the Association.

7.4 **Address of the Association.** The address of the Association shall be 201 South Main, Suite 2015 Salt Lake City, Utah 84111. Such address may be changed from time to time upon written notice to all Members and all listed Mortgagees.

**Article 8**  
**SECURITY INTEREST IN MEMBERSHIP**

The Owner of a Lot shall have the right to appoint the Mortgagee of his Lot as his true and lawful attorney-in-fact to exercise any and all rights, privileges, and powers that such Owner has as a Member. Unless otherwise expressly provided in such proxy, such proxy shall become effective when filed with the secretary of the Association. A release of the Mortgage covering the Lot shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve an Owner of his duties and obligations as a Member or to impose upon a Mortgagee the duties or obligations of an Owner.

**Article 9**  
**FISCAL MANAGEMENT**

9.1 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

9.2 **Assessment Procedures.** The Annual Assessment shall be due on the first business day of the Association's fiscal year. The Management Committee shall fix the amount

of the Annual Assessment against each Lot and notify each Member in writing thereof at least thirty (30) days prior to the beginning of the Association's fiscal year. Failure of the Management Committee to timely levy an Annual Assessment shall not relieve the Members of their obligation to pay the Annual Assessment. All other Assessments shall be due within thirty (30) days of the delivery of written notice thereof by the Management Committee.

**Article 10**  
**AMENDMENTS**

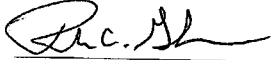
10.1 **By the Management Committee.** Except as limited by law, the Declaration, the Articles, or these Bylaws, the Management Committee may make, amend, or repeal these Bylaws at any Management Committee Meeting. Notwithstanding the foregoing, the Management Committee may not amend or repeal any bylaw created by the Members in such manner as to defeat or impair the object of the Members in taking such action.

10.2 **By Members.** Except as limited by law, the Declaration, or the Articles, these Bylaws may be amended or repealed by a vote of at least sixty-seven percent (67%) of the votes entitled to be cast by the Members at any Annual Meeting, or at any Special Meeting called for that purpose.

**CERTIFICATE OF ADOPTION OF BYLAWS  
OF  
COTTONWOOD SPRING VIEW  
OWNERS ASSOCIATION, INC.**

**Adoption by Incorporator**

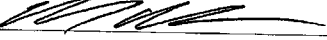
The undersigned incorporator of Cottonwood Spring View Owners Association, Inc., hereby adopts the foregoing Bylaws as the Bylaws of the Association.



Rulon C. Gardner  
Date: March 3<sup>rd</sup>, 2021

**Certificate by Secretary of Adoption by Incorporator**

The undersigned hereby certifies that [INSERT] is the duly elected, qualified, and active Secretary of Cottonwood Spring View Owners Association, Inc., and that the foregoing Bylaws were adopted as the Bylaws of the Association on March 3<sup>rd</sup>, 2021, by the above-named incorporator.

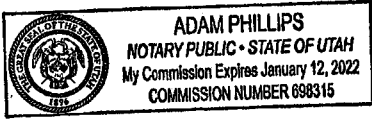
By:   
Name: Mike Mellott  
Date: 9/22/21

4845-6480-7389, v. 1

*Certificate of Adoption of Bylaws (Cottonwood Spring View)*

STATE OF UTAH }  
                                  } §  
COUNTY OF MORGAN }

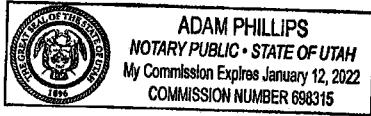
On this 3rd day of March, 2021, personally appeared before me RULON C. GARDNER, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn did say that he/she is the President of COTTONWOOD SPRING VIEW OWNERS ASSOCIATION, INC., and that said document was signed by him/her in behalf of said corporation by authority of its bylaws or resolution of its Board of Directors, and said RULON C. GARDNER acknowledged to me that said corporation executed the same.



\_\_\_\_\_  
Notary Public  
Residing at: Morgan, Ut  
My commission expires 1/12/22

STATE OF UTAH }  
                                  } §  
COUNTY OF MORGAN }

On this 22nd day of September, 2021, personally appeared before me MIKE MELLOTT, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn did say that he/she is the Secretary of COTTONWOOD SPRING VIEW OWNERS ASSOCIATION, INC., and that said document was signed by him/her in behalf of said corporation by authority of its bylaws or resolution of its Board of Directors, and said MIKE MELLOTT acknowledged to me that said corporation executed the same.



\_\_\_\_\_  
Notary Public  
Residing at: Morgan, Ut  
My commission expires 1/12/22

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**COTTONWOODS SPRING VIEW SUBDIVISION PHASE 7A**

A parcel of land, situate in the Southwest Quarter of Section 20, Township 5 North, Range 2 East, Salt Lake Base and Meridian, Morgan County, Utah. Being more particularly described as follows:

Beginning at a point on the easterly right-of-way line of Silverleaf Drive, said point being North 00°12'38" West 1984.59 feet along the section line and North 89°47'22" East 2024.32 feet and running thence: North 89°54'51" East 191.02 feet; thence South 59°23'23" East 175.00 feet; thence southwesterly 45.81 feet along the arc of a 227.50-foot radius non-tangent curve to the right (center bears North 59°23'23" West and the long chord bears South 36°22'42" West 45.73 feet with a central angle of 11°32'10"); thence South 58°23'46" East 326.52 feet; thence North 31°36'14" East 42.97 feet; thence South 58°23'46" East 175.00 feet; thence South 31°36'14" West 10.15 feet; thence South 58°23'46" East 250.63 feet; thence North 16°40'58" East 59.26 feet; thence North 06°35'41" East 175.31 feet; thence East 298.87 feet to that certain boundary line agreement described in Entry No. 91580 in Book 191 Page 0470 of Morgan County Records; thence South 08°00'08" West 1034.66 feet; thence North 80°14'06" West 313.93 feet; thence North 54°34'00" West 354.07 feet; thence North 66°08'58" West 811.74 feet to said easterly right-of-way line of Silverleaf Drive; thence along said easterly right-of-way line the following nine (9) courses and distance: (1) Northerly 100.15 feet along the arc of a 230.00-foot radius non-tangent curve to the left (center bears North 66°08'58" West and the long chord bears North 11°22'36" East 99.36 feet with a central angle of 24°56'52"); (2) North 01°05'50" West 140.21 feet; (3) Northerly 25.88 feet along the arc of a 367.00-foot radius tangent curve to the right (center bears North 88°54'10" East and the long chord bears North 00°55'23" East 25.88 feet with a central angle of 04°02'27"); (4) Northeasterly 25.38 feet along the arc of a 15.00 feet radius curve to the right (center bears South 87°03'23" East and the long chord bears North 51°24'39" East 22.46 feet with a central angle of 96°56'05"); (5) North 09°52'42" East 55.00 feet; (6) Northwesterly 25.38 feet along the arc of a 15.00-foot radius non-tangent curve to the right (center bears North 09°52'42" East and the long chord bears North 31°39'15" West 22.46 feet with a central angle of 96°56'05"); (7) Northerly 72.04 feet along the arc of a 367.00-foot radius curve to the right (center bears South 73°11'13" East and the long chord bears North 22°26'11" East 71.92 feet with a central angle of 11°14'48"); (8) North 28°03'35" East 144.53 feet; (9) Northerly 162.25 feet along the arc of a 433.00 feet-foot radius tangent curve to the left (center bears North 61°56'25" West and the long chord bears North 17°19'30" East 161.30 feet with a central angle of 21°28'09") to the Point of Beginning.

00-0086-1894, 03-005-108-13, 00-0085-5460, 03-005-108-06-2