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DOC # 20200015599

Agreement Page 1 of 13
Russell Shirts Washington County Recorder
03/30/2020 02:56:36 PM Fee \$ 0.00
By ST GEORGE CITY

When Recorded Return To:
City of St. George
City Attorney's Office
175 East 200 North
St. George, Utah 84770



Parcel Nos: SG-6-2-22-31001 and SG-6-2-22-311

VINEYARD RIDGE PHASE 2 DEVELOPMENT AGREEMENT
(Vineyard South, LLC and Vineyard Ridge, LLC)

This Vineyard Ridge Phase 2 Development Agreement (the "Agreement") is entered into this 18th day of March, 2020, between the City of St. George, a municipal corporation of the State of Utah (hereinafter the "City"), and Vineyard South, LLC and Vineyard Ridge, LLC, limited liability companies (hereinafter collectively "Owners"). City and Owners are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, Owners desire to record the final plat for Vineyard Ridge Phase 2, which currently is parcel SG-6-2-22-311; and

WHEREAS, as part of the approval of the preliminary plat to develop and subdivide the Vineyard Ridge Subdivision phases 1 and 2, all or portions of Parcel SG-6-2-22-31001 were to be dedicated as a public right-of-way, or an agreement was to be executed with City that provides for future dedication of all or portions of this parcel as a public right-of-way; and

WHEREAS, with the approval of the installation of the improvements for phase 1, City allowed the final plat for phase 1 to record without all or portions of parcel SG-6-2-22-31001 being dedicated as a public right-of-way or an agreement in place; and

WHEREAS, City now requires a development agreement in order for the final plat for phase 2 to record without all or portions of parcel SG-6-2-22-31001 being dedicated as a public right-of-way; and

WHEREAS, with the development of the Vineyard Ridge subdivision, a retention area basin has been constructed as part of the improvements for this development to retain the runoff from the development, which includes runoff from public roadways; and

WHEREAS, this retention area basin will be located on parcel SG-6-2-22-31001, and Owners have requested to maintain ownership of the retention area basin until

such time as all or portions of this parcel are dedicated as a public right-of-way and retention area; and

WHEREAS, City currently uses, and desires to continue to use, the paved roadway through parcel SG-6-2-22-31001 to access the maintenance facilities for the Sunbrook Golf Course and has used this roadway for more than 20 years; and

WHEREAS, the improvements for phase 2 of Vineyard Ridge are almost complete, and Owners are requesting approval of the phase 2 final plat, so the final plat can record; and

WHEREAS, instead of dedicating all or portions of the parcel now, with the recording of the final plat for phase 2 of Vineyard Ridge, City has agreed to allow Owners to record the final plat for phase 2 of Vineyard Ridge, and execute this Agreement to provide a timeframe for dedication of all or portions of the parcel as public right-of-way and retention area in the future; and

WHEREAS, additionally, Owners agree to provide a public access and utility easement across parcel SG-6-2-22-31001, under terms acceptable to City, and record said easement with this Agreement prior to a building permit being issued for any lot within the final plat for phase 2 of Vineyard Ridge; and

WHEREAS, City, acting pursuant to its authority under Utah Code Annotated, Section 10-9a-101, et. seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has determined this Agreement is in the best interest of the citizens of the City of St. George, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

NOW THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Owners agree as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are incorporated herein by reference.
2. **The Project.** Owners are requesting to record the final plat for phase 2 of Vineyard Ridge subdivision and not dedicate all or portions of parcel SG-6-2-22-31001, as was required by the St. George City Council with the approval of the preliminary plat for phases 1 and 2 of Vineyard Ridge, and instead execute this Agreement to provide a timeframe for future dedication of all or portions of this parcel as public right-of-way and retention area, or other property acceptable to City. City agrees to allow the

final plat for Vineyard Ridge phase 2 to record, conditioned on recording of this Agreement and an easement, under terms acceptable to City, and prior to a building permit being issued for any lot within phase 2 of Vineyard Ridge subdivision.

Owners agree to own and maintain the retention area pond on parcel SG-6-2-22-31001 which was constructed as part of the improvements of the Vineyard Ridge subdivisions, which includes runoff from public roadways, and execute a stormwater maintenance agreement and long term stormwater maintenance plan, as required by City for development of property, prior to a building permit being issued for any lot within the phase 2 of Vineyard Ridge subdivision. City agrees to accept ownership and maintenance of the retention area pond in the future, subject to final inspection and warranty, when all or portions of the parcel are dedicated as public right-of-way and retention area, or when other property is dedicated to City for the same purpose, under terms acceptable to City.

Owners agree to provide a public access and municipal utility easement from owners of parcel SG-6-2-22-31001, to allow public access to the surrounding properties, and to allow municipal utilities and City to continue to access the maintenance facilities for the Sunbrook Golf Course. City agrees to maintain the surface of the paved roadway in a condition such that said roadway does not violate City ordinance for dust control.

3. Representatives. The representative for the City for this Project will be Wes Jenkins. The representative for the Owners will be Shaun Sullivan.
4. Dedication of Parcel SG-6-2-22-31001. City agrees to defer dedication of all or a portion of parcel SG-6-2-22-31001 as public right-of-way and detention area under the terms of this Agreement. The Parties acknowledge that the general location of the future right-of-way aligns with Parcel SG-6-2-22-31001, but the exact alignment of the future right-of-way cannot be determined at this time. The Parties agree that they will work in good faith on the exact alignment of the right-of-way in the future. The right-of-way and retention area will be dedicated in the future at no cost to City, and the alignment and dedication will be to the satisfaction of City, in its sole discretion. It is the sole responsibility of Owners to provide future right-of-way and retention area to City's satisfaction, even if the final alignment of the right-of-way and retention area does not meet the current boundaries of SG-6-2-22-31001. City will work with Owners on the final alignment, but it is Owners' responsibility, at their sole cost, to acquire or exchange property with other property owners in the vicinity to satisfy the requirements in this Agreement. In exchange, the City will accept this Agreement and easements at the time of the recording of the final plat for phase 2 of the Vineyard Ridge subdivision. City can require dedication of the public right-of way and retention area when any of the following occurs: (1) written notice is sent

to Owners from City requiring dedication of all or portions of Parcel SG-6-2-22-31001 as public right-of-way and retention area, or (2) a preliminary plat is approved by City for subdivision of parcel SG-6-2-22-3102, SG-6-2-22-3101, SG-6-2-22-320, or SG-6-2-325, or (3) a preliminary plat is approved by the City of Santa Clara for parcel SC-226-A SC-6-2-22-3130, or SC-6-22-3131. When any of the items listed above occurs, dedication of all or portions of Parcel SG-6-2-22-31001, or other property acceptable to City, by Owners, or other owners of parcels listed in this paragraph, shall be recorded within 60 days of the date of preliminary plat approval or written notice from City. Additionally, any future portions of Parcel SG-6-2-22-31001, not dedicated to City as right-of-way or retention area, shall become part of a subdivision plat approved by City, so no remnant, remainder or orphan parcel exists or is created. Owners agree that if any remnant, remainder or orphan is created, and it is mistakenly not part of an approved subdivision plat, it has no development rights now or in the future.

5. Project Approvals and Compliance with City Design and Construction Standards. Owners expressly acknowledge and agree that nothing in this Agreement shall be deemed to relieve Owners from the obligation to comply with City Ordinances and City Standard Specifications for Design and Construction, or all applicable requirements of the City necessary for approval of any development of Owners' Property, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City, except as specifically modified or waived in this Agreement.
6. Indemnity and Liability. Owners hereby release, discharge, indemnify, defend, and hold harmless the City from any and all claims or liability arising from the performance of Owners' duties or activities under this Agreement. This includes any claims or liability asserted by the Owners or its officers, agents, employees, representatives, volunteers, or independent contractors with respect to bodily injury, personal injury, illness, death, or property damage that may result from any duties or activities related to this Agreement. Owners understand that the City does not assume any responsibility or obligation to provide medical, health, disability, or liability insurance, or any other assistance, in the event of any type of injury related to any activities or duties related to this Agreement. Owners shall release, discharge, indemnify, defend, and hold harmless City, its elected officials, officers, employees, agents, and representatives against any and all claims, suits, causes of action, judgments, appeals, demands, losses, costs, expenses, and damages (including but not limited to all fees and charges of attorneys and other professionals and all court, arbitration, or other dispute resolution costs) caused by, resulting from, or arising out of acts, errors, or omissions of Owners when performing any activities or duties related to this Agreement. City shall give Owners prompt written notice of any such claim or suit filed against City. Owners agree to

defend against any claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim is brought or action filed that is the subject of the indemnity herein, Owners agree that City may employ attorneys of its own selection to appear and defend the claim or action at the expense of Owners. Attorneys' fees shall be reasonable. In the event that there is concurrent negligence or fault between the City and an Owner, each party shall be responsible to the extent of their respective negligence.

7. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Utah. The Parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The Parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.
8. Attorney's Fees. Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fees, including appeals and bankruptcy proceedings. If either party commences legal action to enforce or interpret any term of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees, court costs, and any other costs incurred in connection with such action, whether at trial or on appeal.
9. Construction. Each of the Parties has had the opportunity to review this Agreement with counsel of their choosing, and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this Agreement.
10. Notices. All notices required herein, and subsequent correspondence in connection with this Agreement shall be mailed to the following:

City of St. George
Attn: City Attorney
175 East 200 North
St. George, Utah, 84770

Vineyard South LLC
Attn: Shaun Sullivan
558 East Riverside Drive, Ste. 102
St. George, Utah 84790

Vineyard Ridge LLC
Attn: William Papanikolas

558 East Riverside Drive, Ste. 102
St. George, Utah 84790

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

11. Assignment. Neither this Agreement, nor any of the provisions, terms or conditions hereof, can be assigned to any other party, individual or entity without prior written consent of City, which consent shall not be unreasonably withheld.
12. No Joint Venture, Partnership or Third Party Rights. This Agreement does not create any partnership, joint venture, undertaking, business arrangement or other arrangement between Owners and City. No term or provision of this Agreement is intended to be, nor shall be, for the benefit or obligation of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
13. Binding Effect. Subject to the provisions of this document above, all of the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors, heirs, representatives, officers, agents, employees, members, assigns, and receivers.
14. Integration. This Agreement contains all the terms and conditions pertaining to the subject matter hereof, and, except with regard to zoning and other approvals upon which this Agreement is based, supersedes all prior negotiations, representations, promises, inducements or previous agreements between the Parties, whether oral or written with respect to the subject matter. Any amendments hereto must be in writing and signed by the respective Parties.
15. Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
16. Survival. It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement or subsequent hereto.

17. Headings. The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
18. Counterparts. This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
19. Modification. The terms and conditions of this Agreement may be amended or modified only by written agreement of the Parties.
20. Authority of Parties. The Parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated, and that this Agreement constitutes a valid and binding agreement.

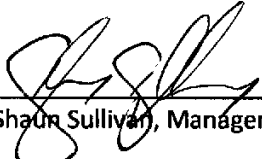
Vineyard South, LLC


Shaun Sullivan, Manager

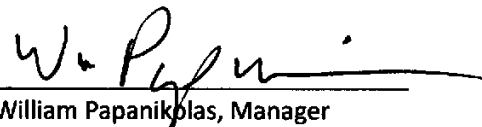
Vineyard South, LLC


William Papanikolas, Manager

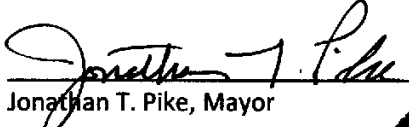
Vineyard Ridge, LLC


Shaun Sullivan, Manager

Vineyard Ridge, LLC


William Papanikolas, Manager

City of St. George:



Jonathan T. Pike, Mayor

Approved as to form:

 3/17/20
Victoria H. Hales



Test:

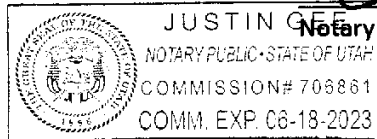

Christina Fernandez, City Recorder

Assistant City Attorney

OWNER'S NOTARY

STATE OF UTAH)
ss.
County of Washington)

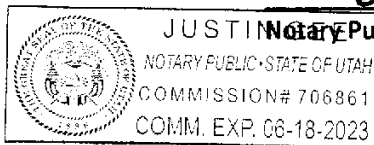
On the 16 day of March 2020, personally appeared before me,
Shaun Sullivan, who being by me duly sworn did say that he is Manager of Vineyard
South, LLC, and that he executed the foregoing document on behalf of said limited
liability company being authorized and empowered to do so by their operating
agreement, and he did duly acknowledge to me that such limited liability company
executed the same for the uses and purposes stated therein.



OWNER'S NOTARY

STATE OF UTAH)
ss.
County of Washington)

On the 16 day of March 2020, personally appeared before me,
Shaun Sullivan, who being by me duly sworn did say that he is Manager of Vineyard
Ridge, LLC, and that he executed the foregoing document on behalf of said limited
liability company being authorized and empowered to do so by their operating
agreement, and he did duly acknowledge to me that such limited liability company
executed the same for the uses and purposes stated therein.



OWNER'S NOTARY

STATE OF UTAH)
ss.
County of Washington)

On the 16 day of March 2020, personally appeared before me,
William Papanikolas, who being by me duly sworn did say that he is Manager of
Vineyard South, LLC, and that he executed the foregoing document on behalf of said
limited liability company being authorized and empowered to do so by their operating
agreement, and he did duly acknowledge to me that such limited liability company
executed the same for the uses and purposes stated therein.

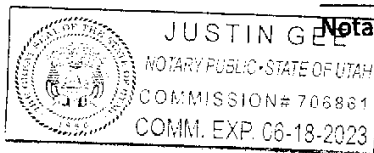


Notary Public

OWNER'S NOTARY

STATE OF UTAH)
ss.
County of Washington)

On the 16 day of March 2020, personally appeared before me,
William Papanikolas, who being by me duly sworn did say that he is Manager of
Vineyard Ridge, LLC, and that he executed the foregoing document on behalf of said
limited liability company being authorized and empowered to do so by their operating
agreement, and he did duly acknowledge to me that such limited liability company
executed the same for the uses and purposes stated therein.




Notary Public

CITY NOTARY

STATE OF UTAH)
 ss.
County of Washington)

On the 18 day of MARCH 2020, personally appeared before me,
Jonathan T. Pike and Christina Fernandez, Mayor and City Recorder, who being by me
duly sworn did say that they executed the foregoing document on behalf of said
municipal corporation being authorized and empowered to do so, and they did duly
acknowledge to me that such corporation executed the same for the uses and purposes
stated therein.



Notary Public

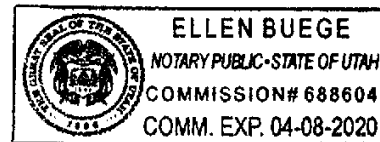


EXHIBIT A

BOUNDARY DESCRIPTION FOR PROPOSED ACCESS AND UTILITIES EASEMENT

BEGINNING AT A POINT S89°20'42"E, 1339.26 FEET ALONG THE EAST-WEST CENTER SECTION LINE TO THE 1/16TH CORNER AND S0°32'18"W, 6.30 FEET ALONG THE 1/16TH LINE FROM THE WEST 1/4 CORNER OF SECTION 22, T42S, R16W, SLB&M, SAID POINT BEING ON THE BOUNDARY OF "THE VILLA BONITA ON MALAGA PHASE 2" SUBDIVISION, FILED AS DOCUMENT NO. 990574 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES: S26°53'30"E, 71.97 FEET; THENCE S23°08'33"E, 68.70 FEET TO A POINT ON THE BOUNDARY OF "VINEYARD RIDGE PHASE 1" SUBDIVISION FILED AS DOCUMENT NO. 20180027821 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE S89°20'40"E, 30.80 FEET ALONG "THE VILLA BONITA ON MALAGA PHASE 2" AND "VINEYARD RIDGE PHASE 1"; THENCE CONTINUING ALONG THE BOUNDARY OF "VINEYARD RIDGE PHASE 1" THE FOLLOWING EIGHT (8) COURSES: S28°34'15"E, 68.78 FEET; THENCE S14°06'16"E, 66.47 FEET; THENCE S1°21'54"W, 108.05 FEET; THENCE S18°28'55"W, 113.89 FEET; THENCE S11°11'27"W, 56.95 FEET; THENCE S5°40'02"W, 57.96 FEET; THENCE S13°45'17"E, 87.66 FEET; THENCE S26°46'41"E, 50.18 FEET TO A POINT ON THE BOUNDARY OF PROPOSED "VINEYARD RIDGE PHASE 2" SUBDIVISION; THENCE ALONG THE BOUNDARY OF PROPOSED "VINEYARD RIDGE PHASE 2" SUBDIVISION THE FOLLOWING EIGHT (8) COURSES: S26°46'41"E, 106.25 FEET; THENCE S22°21'51"E, 67.47 FEET; THENCE S17°00'01"E, 46.25 FEET; THENCE S7°37'57"E, 109.75 FEET; THENCE S31°29'51"E, 112.80 FEET; THENCE S80°21'10"E, 56.57 FEET; THENCE S80°37'51"E, 33.63 FEET; THENCE S61°06'22"E, 161.05 FEET TO A POINT ON THE BOUNDARY OF PROPERTY DESCRIBED IN DOCUMENT NO. 20150014609 AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES: S9°44'18"W, 37.16 FEET; THENCE S29°04'09"E, 93.78 FEET MORE OR LESS TO THE 1/16TH LINE; THENCE N89°15'38"W, 65.26 FEET ALONG THE 1/16TH LINE TO THE POINT OF CURVE OF A 463.00 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S48°42'32"W, SAID POINT ALSO BEING ON THE CENTERLINE OF AN EXISTING ROADWAY; THENCE NORTHWESTERLY 45.16 FEET ALONG THE ARC OF SAID CURVE AND THE CENTERLINE OF AN EXISTING ROADWAY S°35'21"; THENCE N46°52'49"W, 232.32 FEET ALONG SAID CENTERLINE OF AN EXISTING ROADWAY TO THE POINT OF CURVE OF A 250.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY 5.86 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID CENTERLINE OF AN EXISTING ROADWAY THROUGH A CENTRAL ANGLE OF 1°20'34"; THENCE S44°27'45"W, 16.94 FEET MORE OR LESS TO A POINT ON AN EXISTING IRRIGATION PIPELINE AS EVIDENCED BY SURFACE PAINT MARKINGS (FORMERLY "ST. GEORGE SANTA CLARA FIELD CANAL"), SAID POINT ALSO BEING ON A 830.13 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS N59°37'49"E; THENCE RUNNING MORE OR LESS ALONG SAID PIPELINE (FORMERLY CANAL) THE FOLLOWING TEN (10) COURSES: NORTHWESTERLY 232.40 FEET ALONG THE ARC OF SAID 830.13 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 16°02'26" TO THE POINT OF CURVE OF A 774.81 FOOT RADIUS REVERSE CURVE; THENCE NORTHWESTERLY 188.39 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°55'51"; THENCE N25°35'47"W, 81.07 FEET TO THE POINT OF CURVE OF A 250.09 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS N67°07'30"E; THENCE NORTHWESTERLY 87.40 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°01'26" TO THE POINT OF CURVE OF A 538.97 FOOT RADIUS NON-TANGENT COMPOUND CURVE, RADIUS POINT BEARS N86°36'40"E; THENCE NORTHEASTERLY 109.78 FEET ALONG THE ARC OF SAID

CURVE THROUGH A CENTRAL ANGLE OF $11^{\circ}40'14''$; THENCE $N13^{\circ}33'54''E$, 41.10 FEET TO THE POINT OF CURVE OF A 454.90 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS $N68^{\circ}57'30''W$; THENCE NORTHWESTERLY 137.40 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $17^{\circ}18'20''$; THENCE $N3^{\circ}36'48''W$, 57.60 FEET TO THE POINT OF CURVE OF A 193.04 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS $S86^{\circ}36'05''W$; THENCE NORTHWESTERLY 101.93 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $30^{\circ}15'14''$; THENCE $N49^{\circ}16'20''W$, 96.28 FEET TO A POINT ON THE 1/16TH LINE; THENCE $N0^{\circ}25'20''E$, 99.68 FEET ALONG THE 1/16TH LINE TO THE POINT OF BEGINNING.

CONTAINING 1.248 ACRES MORE OR LESS.

PREPARED BY:
R&B SURVEYING, INC.

ROGER M. BUNDY
PLS NO. 7654

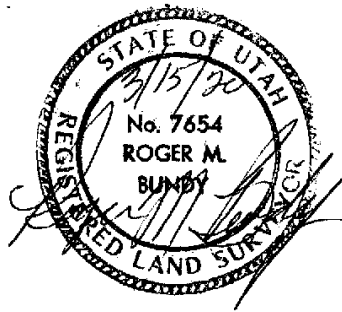


EXHIBIT A cont.

VINEYARD RIDGE PHASE 2 BOUNDARY DESCRIPTION

BEGINNING AT A POINT S89°20'42"E, 1466.66 FEET ALONG THE EAST-WEST CENTER SECTION LINE (BETWEEN THE WEST 1/4 CORNER AND THE CENTER WEST 1/16TH CORNER OF SECTION 22) AND SOUTH 716.97 FEET FROM THE WEST 1/4 CORNER OF SECTION 22, T42S, R16W, SLB&M, SAID POINT BEING ON THE BOUNDARY OF "VINEYARD RIDGE PHASE 1" SUBDIVISION, FILED AS DOCUMENT NO. 20180027821 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE ALONG SAID BOUNDARY THE FOLLOWING TWELVE (12) COURSES: N74°50'43"E, 168.01 FEET; THENCE N79°45'03"E, 45.00 FEET TO THE POINT OF CURVE OF A 577.50 FOOT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS N79°45'03"E; THENCE NORTHWESTERLY 33.87 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°21'36"; THENCE S89°26'09"E, 216.58 FEET; THENCE N0°32'24"E, 122.88 FEET; THENCE S89°20'40"E, 16.00 FEET; THENCE N0°31'00"E, 121.75 FEET; THENCE S89°20'09"E, 526.00 FEET; THENCE S0°29'07"W, 144.17 FEET; THENCE S89°21'19"E, 88.36 FEET TO THE POINT OF CURVE OF A 64.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS N0°38'45"W; THENCE NORTHEASTERLY 33.41 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°40'56"; THENCE S22°45'22"E, 77.40 FEET TO THE BOUNDARY OF "WAILEA FALLS AT STONEBRIDGE PHASE 2" SUBDIVISION, FILED AS DOCUMENT NO. 909058 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES: S78°15'40"W, 304.68 FEET; THENCE S43°52'13"W, 132.60 FEET; THENCE S43°52'13"W, 148.47 FEET; THENCE S1°25'30"W, 214.70 FEET; THENCE N88°34'29"W, 85.38 FEET; THENCE S76°09'00"W, 76.39 FEET; THENCE S40°40'12"W, 81.35 FEET; THENCE S9°44'18"W, 56.82 FEET; THENCE N61°06'22"W, 161.05 FEET; THENCE N80°37'51"W, 33.63 FEET; THENCE N80°21'10"W, 56.57 FEET; THENCE N31°29'51"W, 112.80 FEET; THENCE N7°37'57"W, 109.75 FEET; THENCE N17°00'01"W, 46.25 FEET; THENCE N22°21'51"W, 67.47 FEET; THENCE N26°46'41"W, 106.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.860 ACRES.