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Gary Christensen Washington County Recorder

12/22/2021 03:12:08 PM Fee \$164.00 By

MERIDIAN TITLE COMPANY

WHEN RECORDED RETURN TO:

Black Ridge KD-DAI, LLC
14034 S. 145 E., Suite 204
Draper, UT 84020

JOINT USE, COST ALLOCATION, AND EASEMENT AGREEMENT

This JOINT USE, COST ALLOCATION, AND EASEMENT AGREEMENT ("Agreement") is entered into between BLACK RIDGE KD-DAI, LLC, a Utah limited liability company, RICHMOND AMERICAN HOMES OF UTAH, INC., a Colorado corporation, BLACK RIDGE COVE, LLC, a Utah limited liability company, and the BLACK RIDGE COVE OWNERS ASSOCIATION, INC., a Utah nonprofit corporation (collectively the "Parties" and individually as a "Party"), and shall be effective as of the date it is recorded in the Washington County Recorder's Office.

RECITALS

A. The Black Ridge Cove subdivision plats have been, or will be, recorded in the office of the Washington County Recorder. All property, Lots, and parcels within such plats shall be collectively referred to herein as the "Project". The legal description for the Project is set forth in Exhibit A.

B. It is intended that a portion of the Project will contain a Clubhouse with related facilities and amenities.

C. The Parties desire to enter into an agreement to define the rights and obligations of the Parties for the shared use, maintenance, repair and replacement of the Clubhouse and the allocation and collection of costs incurred for such purposes.

D. The Parties desire to grant easement rights for the use of the Clubhouse and its facilities, and such rights shall be binding on the successors and assigns of each Lot or parcel.

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants of the Parties contained in this Agreement, the receipt and adequacy of which are hereby acknowledged, the Parties agree and are bound as follows:

1. **Definitions.** The capitalized terms in this Agreement shall have the meanings set forth in this Section or as otherwise indicated throughout this Agreement.

(a) "Allocable Share" shall mean the interest of the Owner of a Lot which shall be applicable for the purposes of the payment of Common Expenses, and for other purposes indicated in this Agreement. The Allocable Share shall have a permanent character and shall not be altered without the express written consent of the Manager, Black Ridge and at least sixty-seven percent (67%) of the total Allocable Shares as expressed in a recorded amendment to this Agreement. Each Lot shall have an equal Allocable Share. Upon the

election of the Manager, Black Ridge shall be responsible for payment of the entire Allocable Share of its members as soon as Common Expenses are incurred after the recording of this Agreement, regardless of whether residential units are built or occupied on the Lots or parcels. It is contemplated that upon final platting of the Project, the Allocable Share for each product type will be as follows:

Project	# of Lots	Allocable Share
Detached Homes	62	30.4%
Townhomes	142	69.6%
Total	204	100%

Notwithstanding the chart above or other estimates for Lot participation under this Agreement, the Manager shall always have the right to adjust the fractional amount of each Lot's Allocable Share by using the number 1 in the numerator and the total number of Lots participating under this Agreement as the denominator.

(b) **"Clubhouse"** means the clubhouse building structure and all related land, improvements, and facilities located within the Clubhouse parcel designated on a subdivision plat recorded in the office of the Washington County Recorder, including, but not limited to, parking areas, sidewalks, pool, sports courts, and related amenities.

(c) **"Common Expenses"** means: (i) reasonable costs, expenses, fees and other amounts (including appropriate reasonable reserves) paid or incurred by the Manager in connection with the operation, management, maintenance and repair of the Clubhouse and the performance of the Manager's rights and duties under Sections 3 and 4 or any other provision of this Agreement, including, without limitation, all reasonable costs, expenses, fees and other amounts relating to maintaining Improvements located on the Clubhouse parcel; (ii) any culinary or secondary water fees for the Clubhouse or other areas of the Project that are paid for by the Manager; (iii) trash removal services for the Clubhouse or Project, so long as such service is jointly performed and jointly assessed for all Lots in the Project; (iv) storm drains, and any other facilities in the Project related to the Project's storm water prevention plan with the City; (v) the shared private roads located within the Project; (vi) managerial, clerical and overhead costs, expenses, fees and other amounts for the performance of the duties contemplated herein; and (vii) Common Expenses due but not recoverable (after reasonable effort) from a responsible Lot Owner, together with all interest on, and costs and attorney fees incurred in connection with, such unpaid Common Expenses. Any assessment or charges for public Improvements, secondary water, or other utilities levied against the Clubhouse parcel shall be part of the Common Expenses.

(d) **"Common Expense Share"** means, with respect to each Party, the product obtained by multiplying the total Common Expenses for the relevant period by the Allocable Share applicable to such Lot or Party.

(e) **"Improvements"** means all buildings, landscaping, parking areas, sidewalks, fences, signs, utility systems and facilities and other improvements.

(f) **"Lot"** means any of the separately identified single family lots within the Black Ridge Cove subdivision plats and includes both townhome and detached home lots.

(g) **"Manager"** means Black Ridge KD-DAI, LLC or any subsequent owner of the

Clubhouse parcel, unless and until such owner assigns its rights and duties as the Manager. The Manager's rights and duties under this Agreement may be assigned to (a) any other Lot Owner, (b) the Black Ridge Cove Owners Association, Inc., or (c) any owner's association that is formed for the purpose of performing the Manager's functions under this Agreement. Any transfer of Manager rights shall be accomplished through a recorded instrument.

(h) "Owner" means the fee owner of each Lot within the Project. If any Lot has more than one Owner, the rights and liability of each such Owner under this Agreement shall be joint and several.

(i) "Black Ridge" means the Black Ridge Cove Owners Association, Inc. governing the 62 detached home Lots within the Project pursuant to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Black Ridge Cove filed in the office of the Washington County Recorder. Pursuant to this Agreement, Black Ridge shall be obligated to pay the Common Expense Share for all of the Lots governed by its Declaration.

2. Grant of Easement. Subject to the rights, restrictions, and collection of the required payments set forth in this Agreement and the Buy-In Payment required in that certain "Agreement Regarding Post Closing Covenants" for the detached home Lots, each Party and their successors are hereby granted a nonexclusive easement over and across the Clubhouse parcel for the use and enjoyment of each Lot Owner and their successors and assigns. This reciprocal easement is granted as a benefit and right appurtenant to ownership of a Lot within the Project and shall not be separated therefrom. For the absence of doubt, and notwithstanding anything to the contrary in this Agreement, if the Buy-In Payment is made for some but not all of the detached home Lots, only those detached home Lots for which such Buy-In Payment was made shall be benefitted and burdened by the grant of nonexclusive easement contained in this Section 2, and only the Owners of the Lots for which such Buy-In Payment was made (or Black Ridge on behalf of the such Owners, as applicable) shall be required to perform any obligations under this Agreement, including, without limitation, payment of Common Expenses; provided, however, that an Owner of one or more detached home Lots shall have the right, at any time, to make said Buy-In Payment for said Owner's detached home Lot(s), at which time the applicable detached home Lot(s) shall be benefitted and burdened by the grant of nonexclusive easement contained in this Section 2, and the Owners of such Lots (or Black Ridge on behalf of the such Owners, as applicable) shall be required to perform its obligations under this Agreement, including, without limitation, payment of Common Expenses.

3. Manager's Rights and Duties. The Manager shall timely perform or cause to be performed the duties set forth in this Section for which the Manager shall be reimbursed in accordance with this Agreement. All costs, expenses, fees and other amounts incurred or payable by the Manager in connection with the duties set forth in this Section are part of the Common Expenses payable by the Owners under Section 4 of this Agreement. The Manager shall have no obligation to perform, and no liability for failure to perform, any obligation set forth in this Agreement if the funds to pay for such obligation are not timely received by the Manager pursuant to Section 4.

(a) **Maintenance.** The Manager shall be responsible for the management,

maintenance, repair, and replacement of the Improvements on the Clubhouse parcel and shall keep such Improvements in a reasonably clean, orderly and usable condition and in a good state of maintenance and repair.

(b) **Insurance.** The Manager shall maintain commercial general liability insurance for the operation of the Improvements on the Clubhouse parcel. The costs of such policy shall be a Common Expense. Such insurance shall be carried with a responsible company authorized to do business in Utah, having limits of liability determined by Manager in its reasonable discretion from time to time.

(c) **Assessment to Specific Owner.** If the need for maintenance or repair of the Improvements is caused by the willful or negligent acts of an Owner or its members, occupants, guests, tenants, or invitees, the Manager may cause such repairs to be made and the cost of such maintenance or repair work shall be added to and become a charge to the Owner in addition to its Common Expense Share.

(d) **Rules.** The Manager may adopt rules for the regulation and operation of the Clubhouse and its Improvements. If rules are adopted, they shall be consistently and uniformly enforced. Each Party to this Agreement shall be obligated to ensure that the rules promulgated in accordance with this Section are made part of the rules applicable to their respective homeowners association or other governance authority. Each Owner or Party shall be required to take enforcement action against their permitted users as directed by the Manager, including the imposition of fines. The Manager's determination as to whether a particular activity being conducted or to be conducted violates or will violate the rules shall be conclusive. The Manager shall have the right and authority to restrict access to the Clubhouse and facilities governed by this Agreement for any person who has violated the rules, or who has not paid their fines or Common Expense Share, in the Manager's sole discretion. All fines collected by the Parties for violations of the Manager's rules shall be remitted to the Manager. If a Party fails to take enforcement action for rule violations, then the Manager make take enforcement action against individual persons or Owners and shall assess all costs incurred to the applicable Party or Owner.

(e) **Exemption of Lots.** Upon request to the Manager, and in the Manager's sole discretion, the Manager may exempt a Lot from the rights and obligations existing under this Agreement upon the terms and conditions that the Manager so elects to make available to each requesting Lot Owner.

4. Common Expenses.

(a) **Collection.** The Manager is expressly authorized by each Party to incur or allocate all costs, expenses, fees and other amounts included within the definition of "Common Expenses" set forth in Section 1(c), and each Party or subsequent Owners shall contribute such Owner's Common Expense Share in the manner described in this Agreement. The Manager shall invoice each Owner in advance based on the Manager's reasonable annual estimate of the Common Expense Share. Each Owner (including Black Ridge as applicable) shall pay such Owner's Common Expense Share in equal installments on the first day of each month. If at the end of the year the monthly installment payments made by Owners aggregate less than the actual amount of the Common Expenses for such calendar year, the Manager may submit an invoice for the deficiency to each Owner and each Owner shall pay the any deficiency amount owing to the Manager.

within thirty (30) days after such final invoice is furnished. If the aggregate Owner payments are more than the Common Expenses incurred by the Manager for such calendar year (including scheduled reserves), the excess amounts shall be applied to future Common Expense Share amounts due from each Owner. Any amount required to be paid under this Section which is not timely paid shall accrue interest on and after the date due until paid in full, before and after judgment, at the rate of eighteen percent (18%) per annum. In addition, a late charge of five percent (5%) of such payment may be charged by the Manager for any payment not made within ten (10) days after the date due. The acceptance by the Manager of any payment that is less than the entire amount then due shall be on account only and shall not constitute a waiver of the obligation to pay such Owner's entire Common Expense Share amount. All records and accounts maintained by the Manager which relate to the Common Expenses shall be open to examination by any Owner on at least ten (10) days' prior written notice to the Manager.

(b) **Certain Obligations and Rights.** The obligations of each Owner for the payment or reimbursement of Common Expenses, and for all other provisions of this Agreement are the personal obligations of such Owner and may be enforced by the Manager. No Owner may avoid or diminish the personal nature of such obligations by abandonment of such Owner's Lot or by waiver of any of the services provided for in this Agreement. Suit to recover a money judgment for any amount due may be maintained by the Manager. All remedies set forth in this Agreement are cumulative and are in addition to any remedies otherwise available at law or in equity, which shall include the right to restrain by injunction any violation or threatened violation of this Agreement and to compel by decree specific performance, it being agreed that the remedy at law for any breach may be inadequate.

(c) **Black Ridge Obligation.** Subjection to Section 2 above, upon the election of the Manager, Black Ridge shall be responsible for the payment of all Common Expense Shares of all Lots of its members. Such obligation shall not commence prior to one year following the recording of this Agreement. Black Ridge's obligation for payment of Common Expense Shares pursuant to the election in this Section arises regardless of whether residential homes or units are built or occupied on such Lots or parcels.

5. **Enforcement.** The restrictions, covenants, and obligations in this Agreement are for the benefit of each Owner and they shall inure to and pass with each and every Lot and shall run with the land and shall apply to and bind the respective successors in interest. Each Owner by acceptance of a deed to a Lot, whether or not it shall be so expressed in such deed, is deemed to have accepted all the restrictions, covenants and obligations in this Agreement and agrees to contribute the Owner's proportional share of the Common Expenses. Each Owner hereby agrees that such Common Expense costs shall be a charge on the land and shall be a continuing lien upon the Lot of any Owner who has failed to contribute its proportional share of the Common Expense costs. The Manager shall be entitled to record a lien against a delinquent Owner's Lot if such Owner fails to pay its Common Expense Share. The Manager shall be entitled to pursue its lien rights to the fullest extent permitted by law, which lien shall include all interest, late fees, attorney fees, and other costs of collection. This lien right against all Lots within the Project shall arise and be perfected as of the date of the recording of this Agreement. Each Owner's Common Expense Share shall also be the obligation of the person who was the Owner of such Lot at the time when the Common Expense occurred. The Manager shall also have the right to pursue a legal action

for a money judgement to personally recover from delinquent Lot Owners to the fullest extent permitted by law. In the event of default, all residents or occupants of the defaulting Owner's Lot(s) shall immediately lose all access and use rights to the Clubhouse. This means that if Black Ridge defaults, all members and residents within its owners association boundaries shall immediately lose their right to use or occupy the Clubhouse.

6. Indemnification. Each Owner shall indemnify, defend and hold harmless the Manager and each other Owner from and against all losses, damages, claims, causes of action, demands, obligations, suits, controversies, costs, expenses (including, without limitation, litigation expenses and attorneys' fees, whether incurred with or without the filing of suit, on appeal or otherwise), liabilities, judgments and liens, of whatever kind or character, which are caused by such Owner's negligent or willful acts or omissions, or through the use or release of any hazardous substances, pollutants, or contaminants on any Lot by the indemnifying Owner, or any person leasing or occupying the Lot owned by such indemnifying Owner, or by any agent, employee, contractor, invitee or licensee of the indemnifying Owner.

7. Restriction on Use. No Owner or their permitted users shall place any obstruction on the Clubhouse parcel whatsoever without the written permission of the Manager.

8. Covenants to Run with Land. This Agreement shall constitute a covenant running with the land, and shall be binding on and shall inure to the benefit of the Manager, each Owner, any other party holding any interest in any Lot, and their respective successors and assigns. This Agreement shall be binding on each Lot, and all interests in each Lot shall be subject to this Agreement. By any way coming to have any interest in or occupying any Lot, the person so coming to have such interest or occupying agrees to be bound by this Agreement; provided, however, that no such person shall have personal liability under this Agreement for any acts committed prior to the time such person became an Owner.

9. Joint and Several Liability of Owner and Future Owners. The Owner and any future Owners of a Lot are jointly and severally liable for all Common Expenses accruing related to that Lot prior to and during the time that an Owner is an Owner. An Owner is not liable for any Common Expenses accruing after the person has lawfully transferred the Lot to another Owner. The recording of a deed to a person that has not agreed to take ownership of the Lot shall not be considered a legal conveyance of title. The obligation in this Section is separate and distinct from any lien rights associated with the Lot. Black Ridge (or any successor association governing the detached home Lots) shall be jointly and severally liable for the Common Expense Share of all Lots governed by its declaration of covenants, conditions and restrictions.

10. No Merger. The easements, covenants, restrictions and other provisions contained in this Agreement shall remain in full force and effect despite the fact that one or more Lots may be owned by the same person(s) or entity(ies) from time to time, it being the intention of this Agreement to create a common scheme for the management of the Clubhouse parcel which will not be terminated by the doctrine of merger or otherwise, unless this Agreement is terminated in accordance with its terms.

11. Notices. Any notice required or permitted to be given to any Owner according to the provisions of this Agreement shall be deemed to have been properly furnished if

personally delivered in writing, emailed, or if mailed, postage prepaid, to the address provided to the Manager by such Owner. If no address is provided, then notice shall be effective if delivery is made to the latest email or mailing address for such Person appearing in the records of the Washington County Recorder at the time notice is sent.

12. Attorney Fees. If any action is brought because of a default under, or to enforce or interpret this Agreement, in addition to the relief to which such party is entitled, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorney fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

13. Waiver. Failure of any Party at any time to require performance of any provision of this Agreement shall not limit such Party's right to enforce such provision, nor shall any waiver of breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or waiver of such provision itself.

14. Amendment. This Agreement may be amended or terminated only by an instrument recorded in the official records of Washington County which is executed by the Manager, Black Ridge and at least sixty-seven percent (67%) of the Allocable Shares of the Lot Owners. Any amendment(s) shall be effective as of the recording date. The term of this Agreement will begin on the date it is recorded in the office of the Washington County Recorder and shall continue in full force and effect in perpetuity, or until amended or terminated pursuant to the terms set forth herein.

15. No Public Dedication. The provisions of this Agreement are not intended to and do not constitute a dedication for public use of any portion of the Clubhouse or the easements created hereby.

16. Non-Use. No obligation arising out of this Agreement, or right granted under this Agreement shall lapse because of non-use by a Party or its members.

17. Governing Law. This Agreement shall be construed pursuant to the laws of the State of Utah.

18. Recording. This Agreement shall be recorded in the official records of Washington County, Utah.

[Signatures to Follow]

IN WITNESS WHEREOF, Black Ridge KD-DAI, LLC as the Manager, and as the owner of Lots 501 - 542 of the Black Ridge Cove Phase 5 subdivision, the Clubhouse parcel, and certain undeveloped raw parcels of land within the legal description contained in Exhibit A, consents to the terms, restrictions and obligations of this Agreement.

DATED as of the 21 day of December, 2021.

BLACK RIDGE KD-DAI, LLC
a Utah limited liability company

By: [Signature]

Name: Bryan Plamm

Title: Manager

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On the 21 day of December, 2021, personally appeared before me Bryan Plamm, who by me being duly sworn, did say that she/he is an authorized representative of Black Ridge KD-DAI, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: [Signature]



IN WITNESS WHEREOF, Black Ridge Cove, LLC, as the owner of the proposed Black Ridge Cove Phases 3 and 7 subdivisions described on Exhibit A, consents to the terms, restrictions and obligations of this Agreement.

DATED as of the 21 day of December, 2021.

BLACK RIDGE COVE, LLC
a Utah limited liability company

By: Isaac B. Barlow

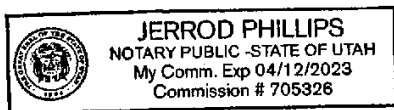
Name: Isaac Barlow

Title: Manager

STATE OF UTAH)
) ss.
COUNTY OF Washington)

On the 21 day of December, 2021, personally appeared before me Isaac B. Barlow, who by me being duly sworn, did say that she/he is an authorized representative of Black Ridge Cove, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public [Signature]



IN WITNESS WHEREOF, Richmond American Homes of Utah, Inc., as the owner of Lots 101 - 126 of the Black Ridge Cove Phase 1 subdivision as described on Exhibit A, consents to the terms, restrictions and obligations of this Agreement.

DATED as of the 21 day of December 2021.

**RICHMOND AMERICAN HOMES OF UTAH,
INC.**

a Utah limited liability company

By: [Signature]

Name: Paul J. Peterson

Title: REGIONAL PRESIDENT

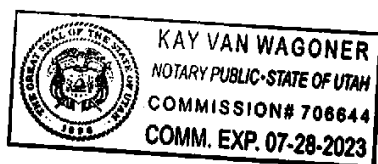
STATE OF UTAH)

COUNTY OF Salt Lake)

ss.

On the 21 day of December, 2021, personally appeared before me Paul Peterson, who by me being duly sworn, did say that she/he is an authorized representative of Richmond American Homes of Utah, Inc., and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public [Signature]



IN WITNESS WHEREOF, the Black Ridge Cove Owners Association, Inc., on behalf of all of its members who are owners of Lots 101 - 126 of the Black Ridge Cove Phase 1 subdivision as well as the proposed Black Ridge Cove Phases 3 and 7 subdivisions, consents to the terms, restrictions and obligations of this Agreement.

DATED as of the 22 day of DECEMBER, 2021.

**BLACK RIDGE COVE
OWNERS ASSOCIATION, INC.**
a Utah nonprofit corporation

By: [Signature]

Name: Scott Turner

Title: EUPO

STATE OF UTAH)

COUNTY OF Salt Lake) ss.

On the 22 day of December, 2021, personally appeared before me Scott Turner, who by me being duly sworn, did say that she/he is an authorized representative of the Black Ridge Cove Owners Association, Inc., and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: [Signature]



EXHIBIT A
LEGAL DESCRIPTION

All of **BLACK RIDGE COVE PHASE 1**, according to the official plat filed in the office of the Washington County Recorder on June 18, 2021 as Entry Number 20210042420.

Including Lots 101 through 126

Parcel Numbers: SG-BRC-1-101 through SG-BRC-1-126, and SG-BRC-1-COMMON

All of **BLACK RIDGE COVE PHASE 5**, according to the official plat filed in the office of the Washington County Recorder on April 29, 2021 as Entry Number 20210041881.

Including Lots 501 through 542

Parcel Numbers: SG-BRC-5-501 through SG-BRC-5-542, and SG-BRC-5-COMMON

Proposed Black Ridge Cove Phase 3 - SG-6-2-36-412

Beginning at a point which is North 88°42'05" West 427.07 feet along the North section line from the North 1/4 corner of Section 36 Township 42 South Range 16 West of the Salt Lake Base and Meridian and running thence South 00°02'53" West 127.70 feet to the point of curvature of a curve to the right having a radius of 320.00 feet; thence Southwesterly 314.53 feet along the arc of said curve through a central angle of 56°18'57" to the point of reverse curvature of a curve to the left having a radius 455.00 feet; thence Southwesterly 82.86 feet along the arc of said curve through a central angle of 10°26'03" to a point of non-tangency; thence South 43°03'45" West 45.52 feet to a point on the arc of a non-tangent curve to the right having a radius of 377.50 feet; thence Southeasterly 26.47 feet along the arc of said curve through a central angle of 04°01'03", the radial direction bears South 52°13'55" West, to a point on the arc of a non-tangent curve to the left having a radius of 243.00 feet; thence Southwesterly 110.15 feet along the arc of said curve through a central angle of 25°58'14", the radial direction bears South 39°02'50" East, to the point of compound curvature of a curve to left having a radius of 440.57 feet; thence Southwesterly 49.15 feet along the arc of said curve through a central angle 06°23'30" to a point on the arc of a non-tangent curve to the right having a radius of 792.42 feet; thence Southwesterly 19.81 feet along the arc of said curve through a central angle of 01°25'56", the radial direction bears North 71°13'44" West, to a point of non-tangency; thence North 69°01'10" West 139.47 feet; thence North 73°42'30" West 50.11 feet; thence North 72°52'24" West 111.20 feet; thence North 77°04'30" West 329.61 feet; thence North 48°14'56" East 164.96 feet; thence North 38°14'53" East 130.39 feet; thence

North 46°40'04" East 404.74 feet to a point on said North section line; thence South 88°42'05" East 422.70 feet along said North section line to the point of beginning.

Contains 8.10 acres.

Proposed Black Ridge Cove Phase 7 - S6-6-2-36-42

Beginning at a point which is North 88°42'05" West 1539.80 feet along the North section line and South 00°00'00" East 888.04 feet from the North 1/4 corner of Section 36 Township 42 South Range 16 West of the Salt Lake Base and Meridian and running thence South 69°01'34" East 219.99 feet; thence South 59°47'16" East 113.90 feet to a point on the arc of a non-tangent curve to the left having a radius of 420.00 feet; thence Southwesterly 64.00 feet along the arc of said curve through a central angle of 08°43'52", the radial direction bears South 63°24'17" East, to the point of reverse curvature of a curve to the right having a radius of 25.00 feet; thence Southwesterly 33.66 feet along the arc of said curve through a central angle of 77°08'13" to a point of non-tangency; thence South 19°12'24" West 52.00 feet to a point on the arc of a non-tangent curve to the right having a radius of 25.00 feet; thence Southeasterly 40.79 feet along the arc of said curve through a central angle of 93°29'31", the radial direction bears South 01°20'35" West, to the point of reverse curvature of a curve to left having a radius of 420.00 feet; thence Southeasterly 76.04 feet along the arc of said curve through a central angle of 10°22'24" to a point on the arc of a non-tangent curve to the right having a radius of 25.00 feet; thence Southwesterly 36.95 feet along the arc of said curve through a central angle of 84°40'26", the radial direction bears South 84°27'49" West, to the point of reverse curvature of a curve to the left having a radius of 885.00 feet; thence Southwesterly 350.15 feet along the arc of said curve through a central angle of 22°40'09" to a point of non-tangency; thence North 13°33'10" West 431.17 feet; thence North 71°06'16" East 36.45 feet; thence North 58°01'42" East 173.82 feet to the point of beginning.

Contains 3.69 acres.