

E# 2226799 PG 1 OF 12 DOUG CROFTS, WEBER COUNTY RECORDER OS-DEC-06 500 PM FEE \$.00 DEP SGC REC FOR: PLEASANT VIEW

# DEVELOPMENT AGREEMENT (DEER CREST SUBDIVISION)

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this (2 day of <u>Scote m ber</u>,2006 (the "Effective Date"), by and between Pleasant View City, a body politic and municipal corporation organized under the laws of the State of Utah (the "City"), and HANSEN DEVELOPMENT CORPORATION, a Utah corporation, ("Developer").

#### **RECITALS:**

- A. Developer is the owner of approximately 100.88 acres of real property (the "Property") located within the territorial boundaries of Pleasant View City, Weber County, State of Utah and more particularly described in Exhibit "A", attached hereto and incorporated herein.
- B. Developer desires and intends to cause the Property to be subdivided and developed into a residential lot subdivision consisting of 137 lots which are to be developed, improved and completed in phases in accordance with the preliminary subdivision plat submitted to the City, Exhibit "B", attached hereto and incorporated herein (the "Subdivision Plat"), which Property and the development and improvement of the same into the residential subdivision, is referred to as the "Project".
- C. Developer has designed the Project to meet the planning objectives of the City and to comply with the zoning, subdivision and development ordinances and regulations of the City and for this purpose has sought approval of the City for the Project.
- D. Developer intends to construct and install certain roads, utility lines and related improvements that will be dedicated to the City as public improvements that are described in the Subdivision Plat and hereafter, which will provide access, infrastructure, and municipal services to the Property and adjoining properties, which public improvements, including roads, utility lines and installations will benefit certain areas of the City which are outside of the Project boundaries for which Developer should be entitled to receive paybacks from other developers or properties being benefited by such improvements as described hereinafter.
- E. The City acting pursuant to its authority under Utah Code Annotated, §10-9a-101, et. .seq., and in furtherance of its land use policies, ordinances, and resolutions, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has approved the Project and the development plan, partly in reliance upon Developer's agreements and undertakings to perform and develop the Project in accordance with this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and terms as more fully set forth below, Developer and the City hereby agree as follows:

### 1. Approval of Development Plan for Project.

- 1.1 <u>Property Affected by This Agreement</u>. The legal description of the Property contained within the Project boundaries is set forth in Exhibit "A" attached. No additional property may be added to this description for purposes of this Agreement, except with City approval and by written amendment to this Agreement executed by the parties hereto.
- 1.2 City Approval of Project Plan, Subdivision Plat, and Project Development. The entire Property is intended to be developed and improved into a 137 lot Subdivision, which is referred to as the "Project", as shown in Exhibit "B" attached. As part of this Agreement, the City has granted preliminary approval for the overall Project and Developers plan for development and improvement of the residential subdivision in seven (7) separate phases as depicted in Exhibit "B", and has agreed to permit the Developer to develop and complete the Subdivision in phases in accordance with the Project Plan. It is understood that the conditions and requirements upon Developer with respect to completion of the initial phases and improvements and the configuration of the Plats, may not be changed without approval of the City. However, with respect to subsequent phases of the Subdivision in the Project Plan, Developer may make minor modifications and changes as part of the city's approval process, which approval shall not be unnecessarily withheld provided that Developer has complied with the conditions set forth in this Agreement, and with city standards and ordinances in place at the time of phase approvals, that are prerequisite to proceeding with each additional Subdivision phase.
- 1.2 <u>Permitted Use</u>. The use which is allowed for the Project, in accordance with City zoning ordinances, is for residential subdivision lots, and any construction upon such lots will be in compliance with such residential subdivision zoning ordinances that are applicable to the Project, including yard set back requirements and the building code respecting residential home construction. Common areas are also included in the project.

## 2. <u>Developer's Obligation for Subdivision Improvements</u>.

- 2.1 <u>Utilities and Infrastructure</u>. Developer shall be obligated to construct and install the culinary water, irrigation water, sewer and storm drainage pipelines and installations, and streets, sidewalks, curb and gutter and other infrastructure in accordance with the Project Plan, and the final construction plans approved by the City engineer, and the City's subdivision ordinances. Developer will also construct and install all on-site utilities serving the residential lots, including but not limited to gas, water, sewer, storm drain, electrical, telephone, and related equipment in accordance with the Project Plan, the Subdivision Plat, utility provider requirements, and the City ordinances respecting such installations.
- 2.2 <u>Improvements to be Added in Phases</u>. Except for the construction and installation of water, sewer and/or storm drainage pipelines or other similar off-site improvements that Developer is required to install as a prerequisite to undertaking the infrastructure improvements for a particular phase of the Project or that Developer elects to construct and install as a practical matter in anticipation of adding subsequent Project phases, Developer will be obligated to install and complete the Subdivision improvements only for the

particular phase for which a final Subdivision Plat has been filed, and for the connection of such utilities and infrastructure with prior phases for which a Subdivision Plat has been recorded and improvements commenced. It is contemplated that when Developer has added all phases of the Project to the Subdivision, that any remaining utilities and infrastructure will be completed with the completion of the final phase of the Subdivision improvements.

- 2.3 <u>Dedicated Public Roads</u>. The roads depicted in the Project Plan that are to be constructed and completed within the Subdivision shall be dedicated to the City with the recordation of each phase of the Project. Developer agrees to be responsible for any maintenance required during the course of construction and installation of the road improvements and until completion of such improvements for each particular phase, including any snow removal or similar maintenance. Upon completion of the road improvements in accordance with the City's requirements and the final construction plans, the City will accept the responsibility for maintenance of the public roads dedicated to the City within that phase of the Subdivision.
- 4300 North Street. 4300 North Street which adjoins the north boundary of the Subdivision Project, has not yet been fully improved. The Developer has agreed that the lots abutting 4300 North Street shall not have direct access to such Street as shown in the Subdivision Plat. Further, Developer will also be installing a landscaped buffer strip as part of the dedicated common area along the north boundary of the Subdivision as hereinafter described. Developer agrees to perform any required grading or other maintenance, including routine snow removal of 4300 North Street between 900 West to 1100 West, if not performed by other parties benefited from the use and access of 4300 North Street, and until the City has accepted responsibility for the improvement and maintenance of 4300 North Street. The Developer's obligation shall also pass to and be a requirement of the Homeowners Association for the Subdivision in accordance with the documents that have been prepared and will be filed by the Developer creating such Association. In the event that the Developer fails to perform any needed maintenance or snow removal and the City undertakes to perform such maintenance or snow plowing, then, the City shall be entitled to bill the Developer, who shall immediately remit payment therefore. In like manner, the Homeowners Association documents shall permit the City to perform such required maintenance and snow removal, if the Association fails to perform the same, and to bill the Association and compel payment of the cost thereof from the Association.

## 3. Developer's Obligation for Improvement and Dedication of Common Areas.

3.1 Designation of Project Common Areas. The Project Plan includes the designation of certain common areas, as depicted in Exhibit "B", that are intended to be included in the Project and preserved without buildings being located thereon for the benefit of the Project, the Subdivision lot owners and along the perimeter boundaries of the Property for the benefit of the public as well. The Common Areas include: (i) a twenty foot (20') wide strip running approximately east and west along the south boundary of 4300 North Street that Developer agrees to improve and landscape with a raised berm, to provide a degree of sound and visual attenuation for the Subdivision lot owners whose property will back upon 4300 North; (ii) the Meadow Common Area that Developer agrees to improve for storm water retention and to landscape, including a pressure irrigation system; (iii) the Trail Corridor Common Area that Developer agrees to improve with landscaping, including a pressure irrigation system; (iv) the

Mountain Common Area that will retain its natural landscaping; and (v) the Entry Common Area that developer agrees to improve with landscaping, including a pressure irrigation system.

- 3.2 <u>Improvement and Dedication of Common Areas</u>. Developer shall dedicate each Common Area and perform the improvements of such Common Area as depicted on the Project Plan at the time the Developer is performing the other Project improvements in the particular phase of the Subdivision which adjoins that Common Area. Developer agrees to dedicate the common Areas on the subdivision plat and to create the **DEER CREST SUBDIVISION HOMEOWNERS ASSOCIATION**, as hereinafter described. Developer agrees to convey the Common Areas free and clear of any liens or encumbrances. Such Common Areas will be preserved and maintained by the Homeowners Association.
  - 4. <u>Developer to Record Subdivision Covenants and to Create Homeowners Association.</u>
- Association. For the benefit of the Project, Developer has caused to be prepared certain documents (collectively the "Association Documents") enumerated as follows: (i) Declaration of Covenants, Conditions and Restrictions of the Deer Crest Subdivision; (ii) Articles of Incorporation of the Deer Crest Subdivision Homeowners Association; and (iii) By-Laws of the Deer Crest Subdivision Homeowners Association. Such Association Documents have been submitted to the City for its review and approval, particularly respecting the provisions of the restrictive covenants affecting the maintenance, use and preservation of the Common Areas in the Project, and providing certain rights of the City to perform maintenance of Common Areas and 4300 North and to bill the Homeowners Association should the Association fail to properly perform its duties with respect to the Common Areas and 4300 North. The Association Documents are incorporated by reference herein.
- 4.2 <u>Developer to Record and File Documents</u>. Developer shall file the Association Documents for record with the Weber County Recorder prior to or at the time of the recordation of the first phase of the Subdivision Plat, and prior to Developer being entitled to convey any lots in the Subdivision. Developer also agrees to file the Articles of Incorporation of the Deer Crest Homeowners Association with the Utah Division of Corporations on or before the date of recording the Association Documents, so that the Homeowners Association will commence existence as a separate legal Utah non-profit corporation.
- 4.3 Changes to Association Documents. Notwithstanding the City's approval of the Association Documents, Developer shall be entitled to make modifications or amendments to such Documents with respect to the aesthetic matters affecting the internal operations of the Subdivision, including the architectural design requirements and standards and other similar requirements. Developer will not be permitted to modify or amend the provisions respecting the dedication, use, maintenance, and operation of the Common Areas and 4300 North by the Homeowners Association or the provisions protecting the City with respect to the maintenance and use of the Common Areas or 4300 North or the preservation of title to such Common Areas as part of the common areas that are appurtenant to the lots.

## 5. Payback Agreement for Shared Improvements.

- In connection with the development and Shared Public Improvements. improvement of the Subdivision Project, the City has required or permitted Developer to construct and install utility pipelines and facilities, including water and sewer in existing or future public roads, and to install improvements to public roads, such as hard surfacing and curb and gutter, all or a portion of which, will be dedicated now or in the future to the City as public improvements. To the extent such public improvements provide access, infrastructure, or municipal services to the benefit of adjoining properties and surrounding areas of the City which are outside of the Project boundaries, Developer should be entitled to receive paybacks from other developers or property owners being benefited by such public improvements, so that such benefited parties will share proportionately the total costs of the construction, installation and completion of such public improvements by Developer. The City agrees to cooperate with Developer in implementing a plan for sharing the overall costs of the public improvements being provided by Developer. Developer will provide the City with information compiling the total cost and expense incurred for such public improvements by Developer, so that the City and Developer can agree on the proportionate share that future developers and property owners should payback to Developer as a condition to connection to utility lines or connection to public access roads or curb and gutter or to receive the benefit of such other public improvements installed by Developer.
- 5.2 <u>City Assistance</u>. As a means of assisting Developer in collecting paybacks from other benefited parties, the City has agreed to allow Developer to maintain a one foot (1') protection strip along the eastside of 1100 West Street in connection with Developer's 1100 West Street road improvements and infrastructure. Because the paybacks from developers that will be benefited, may extend a number of years into the future, the City and Developer agree that Developer will be entitled to a reasonable interest rate as part of the payback amount. The City and Developer shall enter into a separate Protection Strip Agreement which shall specify the terms and conditions thereof consistent with this agreement and city regulations.

#### 6. Additional Provisions.

- 6.1 <u>Conformance with Ordinances</u>. Nothing herein shall relieve developer from the requirements of City ordinances including subdivision, zoning and construction standards.
- 6.2 <u>Timely Payment of Development Fees</u>. Developer agrees that it shall make timely payment to the City of the development fees for services rendered by the City as the same are incurred for the Project, and for each phase of the Subdivision prior to the recordation of the approved plat for such Subdivision phase, and in connection with the construction, inspection and completion of public improvements and Subdivision improvements.
- 6.3 Agreement to run with the land. It is intended by the parties that this Agreement shall run with the land described herein and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors in interest and assigns.

- 6.4 <u>Assignment</u>. This Agreement shall not be further assigned or in any way transferred without first obtaining the written consent of the non-assigning party, which consent shall not be unreasonably withheld.
- 6.5 <u>Term</u>. The term of this Agreement as it applies to the Project Plan and completion of all phases of the Subdivision, shall be for a period of ten (10) years following the Effective Date hereof, which will be no sooner than the date that the City approves and signs off on the Phase 1 Subdivision Plat to enable Developer to commence the Project.
- 6.6 **Default**. An "Event of Default" shall occur under this Agreement if either party fails to perform its obligations when due and the defaulting party has not performed the delinquent obligations within 30 days following delivery of written notice describing such delinquency (the "Notice of Default"). Notwithstanding the foregoing, if the default cannot be reasonably cured within that 30-day period, a party shall not be in default so long as that party commences to cure the default within that 30-day period and diligently continues such cure in good faith until complete.
- 6.7 <u>Remedies</u>. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to exercise all of the following rights and remedies:
  - 6.7.1 All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.
  - 6.7.2 The right to withhold reasonably related approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.
  - 6.7.3 The right to draw upon any security posted or provided in connection with the Project.
  - 6.7.4 The rights and remedies set forth herein shall be cumulative. The parties acknowledge that their obligations under this Agreement are unique and monetary damages may not be sufficient to compensate for any such defaults.
  - 6.7.5 If any action is commenced in law or equity to enforce this Agreement or to recover damages arising out of the breach or in the event a dispute arises hereunder, the prevailing party shall be entitled to recover its reasonable attorneys fees and costs incurred.
- 6.8 <u>Hold Harmless</u>. Developer is responsible for the installation of certain improvements that involve the Ogden-Brigham Canal. City will enter into an agreement with the U. S. Government to facilitate such improvements. Developer agrees to indemnify and hold the City, its officer, agents, employees, and assigns harmless for injury or damage to any persons or property that may result from work performed in regard to the canal area. Developer further

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agrees that the City, its officer, agents, employees, and assigns shall not be held liable for any damages to the canal or improvements associated with that facility and to any adjacent properties.

6.9 <u>Release From Liability</u>. Developer hereby releases the City, its officer, agents, employees, and assigns from liability from any and all loss or damage of every description or kind whatsoever, which may result from the construction of project facilities upon canal lands.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**DEVELOPER:** 

HANSEN DEVELOPMENT CORP.,

a Utah corporation,

Brent H. Hansen, President

PLEASANT VIEW CITY CORP

Maxor

ATTEST:

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COUNTY OF WEBER  On the day of who being duly sworn, did say that he is the Mayor of PLEASANT VIEW CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said acknowledged to me that the City executed the same.  LAURIE HELLSTROM Notary Public  LAURIE HELLSTROM PLEASANT VIEW OF BUTTON Notary Public  Notary Public  Notary Public  DEVELOPER ACKNOWLEDGMENT  STATE OF UTAH  COUNTY OF SALT LAKE  On the 24 day of Surt 2000 personally appeared before me for the they executed the same, the	-		
On the day of who being duly sworn, did say that he is the Mayor of PLEASANT VIEW CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said acknowledged to me that the City executed the same.  LAURIE HELLSTROM NOTARY PUBLIC • STATE of UTAH SIGN NOOF PLEASANT VIEW CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said acknowledged to me that the City executed the same.  Notary Public  DEVELOPER ACKNOWLEDGMENT  STATE OF UTAH  ) :ss.	STATE OF UTAH	)	
me_//rn	COUNTY OF WEBER )	: ss.	
DEVELOPER ACKNOWLEDGMENT STATE OF UTAH ) :ss.	me //m l. refuse jett, who municipal corporation of the State of authority of its governing body and s same.  LAURIE HELLSTRO MOTARY PUBLIC • STATE of L SIGE N 1000 W	o being duly sworn, did say that he is the Mayor of PLE (Utah, and that the foregoing instrument was signed in I said	behalf of the City by
STATE OF UTAH ) :ss.	COMM. EXP. 07/02/20	008	
STATE OF UTAH ) :ss.			
STATE OF UTAH ) :ss.			
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On the 12th day of Sept 200 Opersonally appeared before me Brent Hunsen the	DEVELOPER ACKNOWLEDGM	<b>TENT</b>	
On the 12th day of Sept 2006 personally appeared before me BRINT TIMBEN, the		)	
airman of the above instrument, who duly advantaged to me that they executed the same	STATE OF UTAH	) :ss.	//a
signer of the above institution, who daily acknowledged to the that they executed the state.	STATE OF UTAH  COUNTY OF SALT LAKE  On the 12th day of Shot	) :ss.	Hansen, the
Manon V. Selvis	STATE OF UTAH  COUNTY OF SALT LAKE  On the 12th day of Shot	) :ss.	Hansen the
Notary Public	STATE OF UTAH  COUNTY OF SALT LAKE  On the 12th day of Shot	) :ss.	Hansen the
MOTARY PUBLIC STATE OF UTAM 2363 SOUTH FOOTHILL DR. SALT LAKE CITY, UTAM 84109 COMM. EXP. May 14 2007	STATE OF UTAH  COUNTY OF SALT LAKE  On the 12th day of Shot	) :ss. ) , 200 personally appeared before me BRINT	Hansen the

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EXHIBIT "A"

16-260-0001 to 002) 16-261-0001 to 0020

16-262-0001 to 0007 16-032-0016 BEGINNING AT A POINT WHICH IS THE NORTHWEST CORNER OF SECTION 19, T.7N., R.1W., S.L.B. & M., RUNNING THENCE N89°55'15"W 2685.65 FEET, THENCE S00°07'18"W 541.49 FEET, THENCE S77°27'30"E 25.36 FEET, THENCE TO THE LEFT ON THE ARC OF A 50.00 FOOT RADIUS CURVE A DISTANCE OF 55.45 FEET (CHORD BEARS N82°41'00"E 54.55 FEET), THENCE N62°49'30"E 172.40 FEET, THENCE TO THE RIGHT ON THE ARC OF A 45.00 FOOT RADIUS CURVE A DISTANCE OF 28.88 FEET (CHORD BEARS N81°12'45"E 28.39 FEET), THENCE S80°24'00"E 97.50 FEET, THENCE TO THE RIGHT ON THE ARC OF A 520.00 FOOT RADIUS CURVE A DISTANCE OF 48.78 FEET (CHORD BEARS S77°42'45"E 48.76 FEET), THENCE S75°01'30"E 118.00 FEET, THENCE TO THE RIGHT OF THE ARC OF A 520.00 FOOT RADIUS CURVE A DISTANCE OF 58.99 FEET (CHORD BEARS S71°46'30"E 58.59 FEET), THENCE S68°31'30"E 387.20 FEET, THENCE TO THE LEFT ON THE ARC OF A 480 FOOT RADIUS CURVE A DISTANCE OF 35.88 FEET (CHORD BEARS S70°40'00"E 35.88 FEET), THENCE S72°48'30"E 124.50 FEET, THENCE TO THE RIGHT ON THE ARC OF A 520.00 FOOT RADIUS CURVE A DISTANCE OF 46.29 FEET (CHORD BEARS S70°15'30"E 46.27 FEET), THENCE S67°42'30"E 226.30 FEET, THENCE TO THE LEFT ON THE ARC OF A 980.00 FOOT RADIUS CURVE A DISTANCE OF 39.91 FEET, (CORD BEARS S68°52'30"E 39.91 FEET), THENCE S70°02'30"E 130.10 FEET, THENCE TO THE RIGHT ON THE ARC OF A 1020.00 FOOT RADIUS CURVE A DISTANCE OF 33.23 FEET (CHORD BEARS S69°06'30"E 33.23 FEET), THENCE S68°10'30"E 147.30 FEET, THENCE TO THE LEFT ON THE ARC OF A 980.00 FOOT RADIUS CURVE A DISTANCE OF 34.49 FEET (CHORD BEARS S69°11'00"E 34.49 FEET), THENCE S70°11'30"E 474.50 FEET, THENCE S19°48'30"W 5.00 FEET, THENCE TO THE LEFT ON THE ARC OF A 985.00 FOOT RADIUS CURVE A DISTANCE OF 55.44 FEET (CHORD BEARS S71°48'15"E 55.44 FEET), THENCE S73°25'00"E 84.10 FEET, THENCE TO THE LEFT ON THE ARC OF A 315.00 FOOT RADIUS CURVE A DISTANCE OF 104.78 FEET (CHORD BEARS S63°53'15"E 104.30 FEET), THENCE S54°21'30"E 77.20 FEET, THENCE TO THE LEFT ON THE ARC OF A 85.00 FOOT RADIUS CURVE A DISTANCE OF 32.90 FEET (CHORD BEARS S65°26'45"E 32.69 FEET), THENCE S76°32'00"E 199.89 FEET, THENCE TO THE RIGHT ON THE ARC OF A 215.00 FOOT RADIUS CURVE A DISTANCE OF 68.48 FEET (CHORD BEARS S67°24'30"E 68.19 FEET), THENCE S58°17'00"E 124.30 FEET, THENCE TO THE LEFT ON THE ARC OF A 185.00 FOOT RADIUS CURVE A DISTANCE OF 51.55 FEET (CHORD BEARS S66°16'00"E 51.39 FEET), THENCE S74°15'00"E 85.20 FEET, THENCE TO THE RIGHT ON THE ARC OF A 215.00 FOOT RADIUS CURVE A DISTANCE OF 63.29 FEET (CHORD BEARS S65°49'00"E 63.06 FEET), THENCE S57°23'00"E 293.80 FEET, THENCE TO THE LEFT ON THE ARC OF A 185.00 FOOT RADIUS CURVE A DISTANCE OF 65.42 FEET (CHORD BEARS S66°07'15"E 56.21 FEET, THENCE S74°51'30"E 117.60 FEET, THENCE TO THE RIGHT ON THE ARC OF A 215.00 FOOT RADIUS CURVE A DISTANCE OF 40.40 FEET (CHORD BEARS S69°28'30"E 40.34 FEET), THENCE S64°05'30"E 144.50 FEET, THENCE TO THE LEFT ON THE ARC OF A 355.00 FOOT RADIUS CURVE A DISTANCE OF 40.48 FEET (CHORD BEARS S67°21'30"E 40.46 FEET), THENCE S70°37'30"E 105.00 FEET, THENCE TO THE RIGHT ON THE ARC OF A 215.00 FOOT RADIUS CURVE A DISTANCE OF 54.04 FEET (CHORD BEARS S63°25'30"E 53.89 FEET) THENCE S56°13'30"E 5.10 FEET, THENCE N33°46'30"E 15.00 FEET, THENCE \$56°13'30"E 80.30 FEET, THENCE TO THE LEFT ON THE ARC OF A 70.00

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FOOT RADIUS CURVE A DISTANCE OF 13.77 FEET (CHORD BEARS S61°51'34"E 13.75 FEET), THENCE S22°30'22"W 15.00 FEET, THENCE TO THE LEFT ON THE ARC OF A 85.00 FOOT RADIUS CURVE A DISTANCE OF 15.90 FEET (CHORD BEARS S72°51'04"E 15.87 FEET) THENCE S78°12'30"E 212.01 FEET, THENCE TO THE LEFT ON THE ARC OF A 112.98 FOOT RADIUS CURVE A DISTANCE OF 32.70 FEET (CHORD BEARS N19°28'46"W 32.59 FEET, THENCE N27°46'14"W 122.69 FEET, THENCE TO THE RIGHT ON THE ARC OF A 179.41 FOOT RADIUS CURVE A DISTANCE OF 89.08 FEET (CHORD BEARS N13°32'52"W 88.17 FEET), THENCE N00°40'30"E 1716.70 FEET, THENCE N89°52'36"W 1331.11 FEET TO THE POINT OF BEGINNING.

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