

WHEN RECORDED, PLEASE RETURN TO:

Wolf Creek Properties, LC  
3923 N. Wolf Creek Drive  
Eden, Utah 84310  
Attention: Steven C. Roberts



\*W2342881\*

EH 2342881 PG 1 OF 14  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
20-MAY-08 449 PM FEE \$41.00 DEP LF  
REC FOR: CARDON LAND TITLE

space above for Recorder's use

COVENANT REGARDING EASEMENTS

This COVENANT REGARDING EASEMENTS (the "Covenant") is executed as of May 16, 2008, between WOLF CREEK PROPERTIES, LC, a Utah limited liability company ("WCP") whose address is 3923 North Wolf Creek Drive, Eden, Utah 84310, and EDEN VALLEY DEVELOPMENT, LLC, a Utah limited liability company, its successors and assigns ("EVD"), whose address for the purposes hereof is 1694 Torrey Pines Circle, Draper, Utah 84020.

**Recitals:**

A. WCP acquired from EVD and is the current owner of that certain real property (the "Burdened Parcels") situated in Weber County, State of Utah, more particularly described on Exhibit A attached hereto and incorporated herein by reference.

B. EVD is in the process of developing residential subdivisions on two or more parcels of property located adjacent to the Burdened Parcels, more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Phase 2, 3 and 4 Parcels"). The term "Phase 2, 3 and 4 Parcels," as used herein, shall also include any other undeveloped phases of EVD's project. In connection with such development, EVD anticipates that it will need certain easements for the installation of electricity, natural gas, water, sewer and storm drainage utility improvements (collectively, the "Utilities") by third party utility providers, on, across and under certain portions of the Burdened Parcels located outside of existing or planned golf greens, fairways (excluding roughs), accessory buildings and other structures that may be constructed on the Burdened Parcels (the "Active Golf Areas"), as depicted on the map of the Burdened Parcel attached as Exhibit A-1 hereto and incorporated herein by reference (the "Future Easement Areas").

C. WCP, on its own behalf and on behalf of its successors and assigns, has agreed to accept the Burdened Parcels subject to the obligation to grant such easements to third party utility providers in the Future Easement Areas or such portions thereof as may be needed by EVD for the development of the Phase 3 and 4 Parcels as residential subdivisions, all as more fully set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby consent, acknowledge, and agree to all of the following terms and provisions:

1. Obligation to Grant of Easements. The Burdened Parcels shall be subject to the obligation of WCP and its successors and assigns to grant to third party utility providers such non-exclusive rights-of-way and easements over portions of the Future Easement Areas as may be required from time to time, and at any time, for the installation of the Utilities to serve the Phase 2, 3 and 4 Parcels for residential purposes.

Such easements shall be in a form reasonably acceptable to WCP and such third party providers. If the Burdened Parcels have not been developed at the time of any such request, such easements shall be located in those areas of the Future Easement Areas that are not then contemplated to be included in an Active Golf Area, as reasonably determined by WCP. In no event shall any of such Utilities be located above ground except for storm detention ponds in those locations depicted on Exhibit A-1 hereto. The rights of way and easements to be granted by the owner(s) of the Burdened Parcels shall be granted and delivered in a reasonably prompt and timely manner to the owner(s) of the Phase 3 and Phase 4 Parcels.

2. Binding Effect. The obligations contained in this Covenant (whether affirmative or negative in nature): (a) shall create equitable servitudes upon the Burdened Parcels in favor of the Phase 2, 3 and 4 Parcels; (b) shall constitute covenants running with the land; and (c) shall bind every person having any fee, leasehold, or other interest in any portion of the Burdened Parcels at any time or from time to time to the extent that such portion is affected or bound by the covenant, easement or restriction in question, or to the extent that such covenant, easement or restriction is to be performed on such portion. Nothing contained in this Covenant shall be deemed to be a gift or dedication of fee title to any portion of the Burdened Parcels to or for the general public.

3. Relationship of WCP and EVD. This instrument does not create any fiduciary relationship between WCP and EVD. Any obligation or liability whatsoever of WCP which may arise at any time under this instrument or any obligation or liability which may be incurred by WCP pursuant to any other instrument, transaction, or undertaking contemplated hereby shall not be personally binding upon, nor shall resort for the enforcement thereof be had to the property of WCP's managers, members, officers, employees, agents, attorneys or representatives, regardless of whether such obligation or liability is in the nature of contract, tort, or otherwise. Nevertheless, the obligations created by this instrument shall be binding on any and all persons or entities owning any interest or estate in the Burdened Parcels.

4. Assignment of Rights. The rights granted to EVD hereunder shall be held and exercised exclusively by EVD and not by any purchaser of a lot or other property from EVD; provided, that EVD shall have the right to assign its rights hereunder, in whole or in part, to any other person developing the entirety of either of the Phase 2, 3 and 4 Parcels into improved subdivision lots for resale. Any such assignment shall be in a writing expressly referring to this Covenant and recorded in the official records of the Weber County Recorder. This Covenant shall automatically terminate and be of no further force or effect on the earlier to occur of (a) the release of any subdivision bonds required by Weber County for the both Phase 3 and 4 Parcels, or (b) April 30, 2018; provided that such termination shall not affect any easements for Utilities granted by WCP prior to such termination.

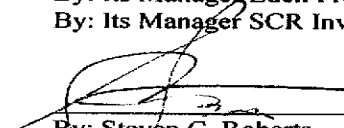
5. Further Assurances. The parties hereto shall execute all such other further documents and agreements as may be reasonably requested by the other party from time to time in order to carry out the intent and purposes of this document. No amendment or modification of this Covenant shall be effective unless approved in a writing signed by the parties hereto that is recorded in the official records of the Weber County Recorder.

6. Governing Law. This Covenant shall be construed under and shall be enforceable in accordance with the laws of the State of Utah.


*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Covenant as of the date first set forth above.

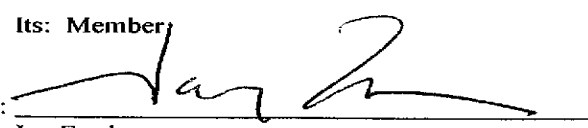
**WOLF CREEK PROPERTIES, LC**  
By: Its Manager, Eden Investments, LLC  
By: Its Manager, Eden Properties, LLC  
By: Its Manager SCR Investments, Inc.

  
By: Steven C. Roberts  
Its: President

**EDEN VALLEY DEVELOPMENT, LLC,**  
a Utah limited liability company  
By its manager, Eden Valley Holdings, LLC, a Utah limited liability company

By:   
Howard J. Schmidt, Trustee of The Howard J. Schmidt Trust

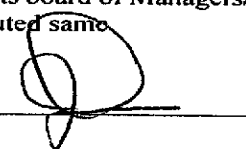
Its: Member

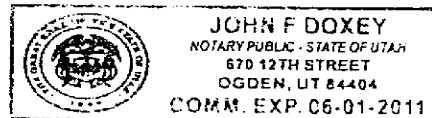
By:   
Jay Erwin

Its: Member

STATE OF UTAH        )  
                                  )ss.  
COUNTY OF WEBER )

On this date, May <sup>16<sup>th</sup></sup>, 2008, personally appeared before me Steven C. Roberts, who being by me duly sworn did say that he is the President of SCR Investments, Inc.; who is the Manager of Eden Properties, LLC; who is the Manager of Eden Investments, LLC; who is the Manager of Wolf Creek Properties, LC, a Utah limited liability company and the limited liability company that executed the above instrument, and that said instrument was signed on behalf of said company by authority of its operating agreement (or by authority of a resolution of its board of Managers/Members) and said Steven C. Roberts acknowledged to me that said company executed same

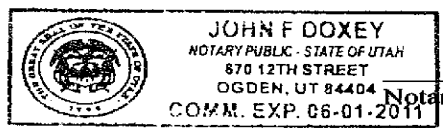
Notary Public: 



STATE OF UTAH )  
 ) ss:  
COUNTY OF WEBER )

On this 16<sup>th</sup> day of May, 2008, personally appeared before me **Howard J. Schmidt**, who being duly sworn, did say that he is the Trustee of The Howard J. Schmidt Trust, a member of Eden Valley Holdings, LLC, a Utah limited liability company, the manager of Eden Valley Development, LLC, a Utah limited liability company, the signer of the foregoing Declaration, and the said Howard J. Schmidt duly acknowledged to me that he executed the same on behalf of and with full authority of said limited liability company.

(Notary Seal)

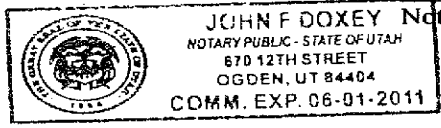


Notary Public

STATE OF UTAH )  
 ) ss:  
COUNTY OF WEBER )

On this 19<sup>th</sup> day of May, 2008, personally appeared before me **Jay Erwin**, who being duly sworn, did say that he is a member of Eden Valley Holdings, LLC, a Utah limited liability company, the manager of Eden Valley Development, LLC, a Utah limited liability company, the signer of the foregoing Declaration, and the said Jay Erwin duly acknowledged to me that he executed the same on behalf of and with full authority of said limited liability company.

(Notary Seal)



Notary Public

**EXHIBIT A**  
**TO**  
**COVENANT REGARDING EASEMENTS**

**(Burdened Parcels Description)**

The "Burdened Parcels" referred to in the foregoing Covenant are located in Weber County, Utah and are more particularly described as follows:

**GOLF COURSE AREA PARCEL 1**

*22-282-0001*

All of Parcel 1, Limited Open Space Area, Golf Course Area Parcel 1, Weber County, Utah.

Also described as follows:

A part of the Northeast Quarter of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian beginning at a point on the intersection of the west line of the northeast quarter of said Section 27, and the extension of the south line of Elkhorn Subdivision Phase 2, said line being also a boundary line agreement recorded as entry #2153286 in the records of Weber County; said point being S 00°17'00" W along the section line 161.79 feet from the north quarter corner of said Section 27, T7N, R1E, SLB&M; thence the following courses:

<p>S 89°07'48" E  S 67°23'35" E S 65°54'36" E S 36°56'23" E Southwesterly  S 17°45'35" W N 76°29'43" W S 04°48'24" E S 04°48'36" E S 04°14'08" W S 12°13'07" W S 16°26'34" E S 89°48'11" E S 64°48'39" E S 47°18'46" W Westerly  West</p>	<p>175.22 feet  605.82 feet 539.55 feet 261.36 feet 140.15 feet  190.18 feet 960.41 feet 277.99 feet 71.52 feet 148.61 feet 480.28 feet 197.73 feet 398.15 feet 128.27 feet 191.78 feet 275.66 feet  428.67 feet</p>	<p>along said extension of the south line of Elkhorn Subdivision Phase 2, and the boundary line agreement recorded as entry #2153286 in the records of Weber County; thence ; thence ; thence to a non-tangent curve to the left; thence along said curve (Radius=330.0', Delta=24°20'01", Tangent=71.15', Chord=139.10', Chord Bearing=S29°55'35"W); to a tangent line; thence ; thence ; thence ; thence ; thence ; thence ; thence ; thence ; thence to a tangent curve to the right; thence along said curve (Radius=370.0', Delta=42°41'14", Tangent=144.58', Chord=269.33', Chord Bearing=S68°39'23"W); to a tangent line; thence to a point on the west line of the northeast quarter of said Section 27; thence</p>
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N 00°17'00" E 2,181.63 feet

along said west line of the northeast quarter; to the point of beginning.

**GOLF COURSE AREA PARCEL 2**

~~22-273-0011~~

~~22-021-0120~~

All of Parcel 2, Limited Open Space Area, Golf Course Area Parcel 2, Weber County, Utah.

22-284-0001 ✓

Also described as follows:

A part of the Northeast Quarter of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian, beginning at the southeast corner of lot number five of Eagles Landing at Wolf Creek Subdivision Phase 1, said point being S 00°28'24" W 912.00 feet along the monumented section line, from the Northeast Corner of said Section 27; thence the following courses:

S 00°28'24" W	633.84 feet	along said east line of Section 27; thence
S 86°01'42" W	342.17 feet	; thence
S 48°34'03" W	36.19 feet	to a non-tangent curve to the left; thence
Westerly	98.13 feet	along said curve (Radius=55.00', Delta=102°13'28", Tangent=68.19', Chord=85.62', Chord Bearing=S87°24'52"W); to a non-tangent line; thence
N 53°44'32" W	25.35 feet	; thence
S 82°09'51" W	272.58 feet	; thence
S 42°00'14" W	114.96 feet	; thence
N 47°59'46" W	187.68 feet	to a tangent curve to the left; thence
Northwesterly	248.98 feet	along said curve (Radius=430.00', Delta=33°10'34", Tangent=128.09', Chord=245.52', Chord Bearing=N64°35'03"W); to a tangent line; thence
N 81°10'20" W	126.25 feet	to a tangent curve to the left; thence
Westerly	59.29 feet	along said curve (Radius=280.00', Delta=12°07'59", Tangent=29.76', Chord=59.18', Chord Bearing=N87°14'19"W); to a reverse curve; thence
Northwesterly	41.28 feet	along said curve (Radius=30.00', Delta=78°50'24", Tangent=24.66', Chord=38.10', Chord Bearing=N53°53'07"W); to a tangent line; thence
N 14°27'54" W	15.02 feet	to a tangent curve to the right; thence
Northerly	95.61 feet	along said curve (Radius=170.00', Delta=32°13'29", Tangent=49.11', Chord=94.36', Chord Bearing=N01°38'50"E); to a tangent line; thence
N 17°45'35" E	414.02 feet	to a tangent curve to the right; thence
Northeasterly	301.07 feet	along said curve (Radius=270.00', Delta=63°53'22", Tangent=168.35', Chord=285.72', Chord Bearing=N49°42'16"E); to a tangent line; thence
N 81°38'57" E	80.03 feet	to a tangent curve to the left; thence
Northeasterly	220.15 feet	along said curve (Radius=280.00', Delta=45°02'57", Tangent=116.12', Chord=214.52', Chord Bearing=N59°07'29"E); to a non-tangent line, said line being the west boundary line of Eagles Landing Phase 1; thence
S 25°31'44" E	124.45 feet	; thence
S 76°22'00" W	763.95 feet	to the point of beginning.

**GOLF COURSE AREA PARCEL 3**

22-283-0001 ✓

All of Parcel 3, Limited Open Space Area, Golf Course Area Parcel 3, Weber County, Utah.

Also described as follows:

A part of the East Half of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian, beginning at a point on an ancient fence line, said point being S 00°22'02" W 647.28' and West 424.44' from the East Quarter Corner of said Section 27; thence

N 89°34'09" W	718.47 feet	along said ancient fence line; thence
N 06°40'46" W	836.02 feet	; thence
N 44°35'34" W	625.72 feet	to a non-tangent curve to the left; thence
Northerly	96.03 feet	along said curve (Radius=430.00', Delta=12°47'46", Tangent=48.22', Chord=95.83', Chord Bearing=N21°30'04"E); to a tangent line; thence
N 15°06'11" E	110.09 feet	to a tangent curve to the right; thence
Northeasterly	143.95 feet	along said curve (Radius=470.00', Delta=17°32'54", Tangent=72.54', Chord=143.39', Chord Bearing=N23°52'38"E); to a tangent line; thence
N 32°39'05" E	64.97 feet	to a tangent curve to the right; thence
Northeasterly	252.74 feet	along said curve (Radius=220.00', Delta=65°49'23", Tangent=142.39', Chord=239.07', Chord Bearing=N65°33'47"E); to a non-tangent line; thence
S 08°49'40" W	64.62 feet	; thence
S 53°37'50" E	167.23 feet	; thence
S 48°17'36" E	364.70 feet	; thence
S 65°14'49" E	104.71 feet	; thence
S 35°21'30" E	180.76 feet	; thence
S 36°50'40" E	71.40 feet	; thence
S 28°00'26" E	402.86 feet	; thence
S 34°55'38" E	75.19 feet	; thence
S 23°47'47" E	150.15 feet	; thence
S 04°03'57" E	182.30 feet	; thence
S 15°39'53" W	236.62 feet	; thence
S 00°22'33" W	143.07 feet	to the point of beginning.

**EXHIBIT A-1**

**TO**

**COVENANT REGARDING EASEMENTS**

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**(Depiction of Burdened Parcels and Future Easement Areas)**

The "Burdened Parcels" and "Future Easement Areas" referred to in the foregoing Covenant are depicted on the attached map.



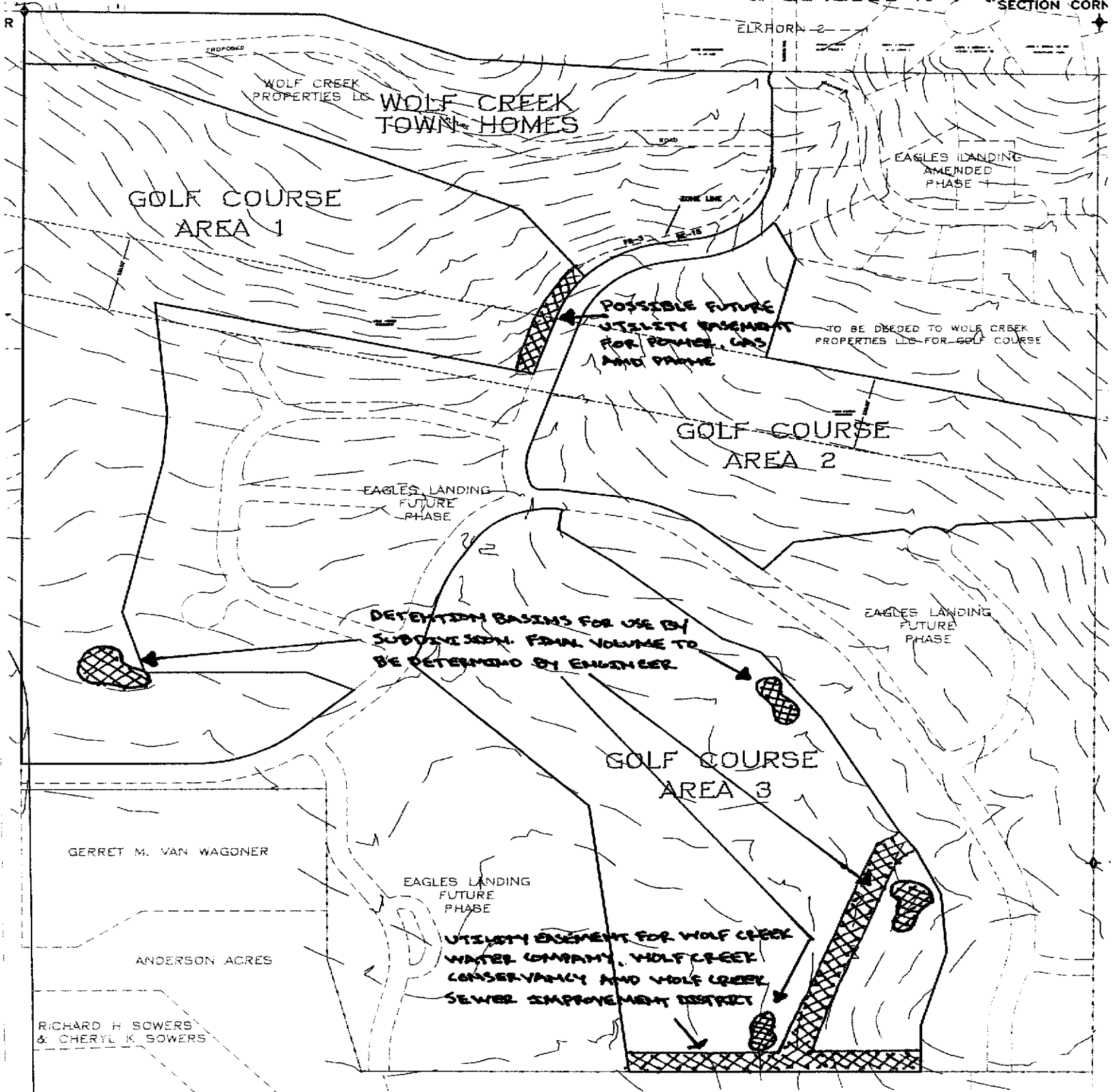


Exhibit "A-1"

**EXHIBIT B**

TO  
C <sup>2)</sup>  
**COVENANT REGARDING EASEMENTS**

(Phase 3 and 4 Parcels)

The "Phase 3 and 4 Parcels" referred to in the foregoing Covenant are located in Weber County, Utah and are depicted on the attached map.

**PHASE 3 PARCEL:**

~~pt 22-021-0120~~ pt.  
22-021-0127, 0048

A part of the East Half of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian, beginning at a point on an ancient fence line, said point being S 00°22'02" W 641.88' and West 1,142.92' from the East Quarter Corner of said Section 27 (Basis of Bearing S 00°22'02" W 2,643.53' from East Quarter Corner to the Southeast Corner of said Section 27); thence

N 89°34'09" W	663.12 feet	along said ancient fence line; to the east boundary line of Anderson Acres Subdivision; thence
N 13°25'31" W	360.33 feet	along said east boundary line of Anderson Acres Subdivision; thence
N 00°00'09" W	530.00 feet	along said east boundary line of Anderson Acres Subdivision and its extension; thence
S 89°59'51" W	191.25 feet	to the south boundary line of Eagles Landing Subdivision Phase 2; thence along said subdivision boundary the following four courses:
N 00°00'00" W	40.87 feet	to a non-tangent curve to the left; thence
Northeasterly	186.20 feet	along said curve (Radius=430.00', Delta=24°48'40", Tangent=94.59', Chord=184.75', Chord Bearing=N59°43'05"E); to a tangent line; thence
N 47°18'46" E	208.80 feet	to a tangent curve to the left; thence
Northeasterly	145.70 feet	along said curve (Radius=430.00', Delta=19°24'49", Tangent=73.55', Chord=145.00', Chord Bearing=N37°36'21"E); to the west boundary line of Golf Course Area Parcel 3 Subdivision, a non-tangent line; thence
S 44°35'34" E	625.72 feet	along said subdivision boundary the following two courses:
S 06°40'46" E	836.02 feet	; thence to the point of beginning.

**PHASE 4 PARCEL:**

~~pt 22-021-0120~~ pt.  
22-021-0127

A part of the East Half of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian, beginning at the East Quarter Corner of said Section 27 (Basis of Bearing S 00°22'02" W 2,643.53' from East Quarter Corner to the Southeast Corner of said Section 27); running thence

S 00°22'02" W	650.48 feet	along the monumented east section line of said Section 27; to an ancient fence line; thence
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N 89°34'09" W	424.43 feet	along said fence line; to the east boundary line of Golf Course Area Parcel 3 Subdivision; thence along said subdivision boundary the following thirteen courses:
N 00°22'33" E	143.07 feet	; thence
N 15°39'53" E	236.62 feet	; thence
N 04°03'57" W	182.30 feet	; thence
N 23°47'47" W	150.15 feet	; thence
N 34°55'38" W	75.19 feet	; thence
N 28°00'26" W	402.86 feet	; thence
N 36°50'40" W	71.40 feet	; thence
N 35°21'30" W	180.76 feet	; thence
N 65°14'49" W	104.71 feet	; thence
N 48°17'36" W	364.70 feet	; thence
N 53°37'50" W	167.23 feet	; thence
N 08°49'40" E	64.62 feet	to a non-tangent curve to the left; thence
Westerly	57.99 feet	along said curve (Radius=220.00', Delta=15°06'08", Tangent=29.16', Chord=57.82', Chord Bearing=N89°04'36"W); to a non-tangent line said line being the southeast corner of Eagles Landing Subdivision Phase 2; thence
N 14°27'54" W	86.19 feet	to a cusp of a curve concave to the Southeast; thence
Southeasterly	41.28 feet	along said curve (Radius=30.00', Delta=78°50'24", Tangent=24.66', Chord=38.10', Chord Bearing=S53°53'07"E); to Golf Course Area Parcel 2 Subdivision, a reverse curve; thence along Golf Course Area Parcel 2 Subdivision the following eleven courses:
Easterly	59.29 feet	along said curve (Radius=280.00', Delta=12°07'59", Tangent=29.76', Chord=59.18', Chord Bearing=S87°14'19"E); to a tangent line; thence
S 81°10'20" E	126.25 feet	to a tangent curve to the right; thence
Southeasterly	248.98 feet	along said curve (Radius=430.00', Delta=33°10'33", Tangent=128.09', Chord=245.52', Chord Bearing=S64°35'03"E); to a tangent line; thence
S 47°59'46" E	187.68 feet	; thence
N 42°00'14" E	114.96 feet	; thence
N 82°09'51" E	272.58 feet	; thence
S 53°44'32" E	25.35 feet	to a non-tangent curve to the right; thence
Easterly	98.13 feet	along said curve (Radius=55.00', Delta=102°13'28", Tangent=68.19', Chord=85.62', Chord Bearing=N87°24'52"E); to a non-tangent line; thence
N 48°34'03" E	36.19 feet	; thence
N 86°01'42" E	342.17 feet	to the monumented east section line of said section 27; thence
S 00°28'24" W	1,082.13 feet	along said section line; to the point of beginning.

# EAGLES LANDING PHASE 2

PART OF THE NORTHEAST 1/4 OF SECTION 27  
 T7N, R1E, SLB & M, U.S. SURVEY  
 EDEN  
 WEBER COUNTY, UTAH

## BOUNDARY DESCRIPTION

~~PT 22-021-0120~~ 22-021-0127 PT.

A part of the North Quarter of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian. Beginning at a point on the boundary line of Eagles Landing at Wolf Creek Subdivision Phase 1, said point being S 89°09'14" E 1,847.69 feet along the North Section line and South 213.17 feet from the North Quarter Corner of said Section 27; thence along the said boundary line of Eagles Landing at Wolf Creek Subdivision Phase 1 the following three courses:

S 89°07'48" E	60.01 feet	thence
South	250.51 feet	to a tangent curve to the right; thence
Southerly	399.01 feet	along said curve, the first 178.86 feet of said curve being along the boundary line of Eagles Landing at Wolf Creek Subdivision Phase 1, and the last 220.15 feet being along Golf Course Area Parcel 2 (Radius=280.00' Delta=81°38'58" Tangent=241.90' Chord=366.10' Chord Bearing=S40°49'29"W); to a tangent line; thence along the boundary line of said Golf Course Area Parcel 2 the following five courses:
S 81°38'57" W	80.03 feet	to a tangent curve to the left; thence
Southwesterly	301.07 feet	along said curve (Radius=270.00' Delta=63°53'22" Tangent=168.35' Chord=285.72' Chord Bearing=S49°42'16"W); to a tangent line; thence
S 17°45'35" W	414.02 feet	to a tangent curve to the left; thence
Southerly	95.61 feet	along said curve (Radius=170.00' Delta=32°13'29" Tangent=49.11' Chord=94.36' Chord Bearing=S01°38'50"W); to a tangent line: thence
S 14°27'54" E	101.21 feet	the first 15.02 feet of said line being along the boundary line of Golf Course Area Parcel 2; to a non-tangent curve to the left, said curve being on the boundary line of Golf Course Area Parcel 3; thence along the boundary line of said Golf Course Area Parcel 3 the following five courses:
Southwesterly	194.75 feet	along said curve (Radius=220.00' Delta=50°43'15" Tangent=104.28' Chord=188.46' Chord Bearing=S58°00'43"W); to a tangent line; thence
S 32°39'05" W	64.97 feet	to a tangent curve to the left; thence
Southwesterly	143.95 feet	along said curve (Radius=470.00' Delta=17°32'54" Tangent=72.54' Chord=143.39' Chord Bearing=S23°52'38"W); to a tangent line: thence

S 15°06'11" W Southwesterly	110.09 feet 241.73 feet	to a tangent curve to the right; thence along said curve, the first 96.03 feet of said curve being along the boundary line of Golf Course Area Parcel 3 (Radius=430.00' Delta=32°12'35" Tangent=124.15' Chord=238.56' Chord Bearing=S31°12'28"W); to a tangent line: thence
S 47°18'46" W Southwesterly	208.80 feet 186.20 feet	to a tangent curve to the right; thence along said curve (Radius=430.00' Delta=24°48'40" Tangent=94.59' Chord=184.75' Chord Bearing=S59°43'05"W); to a non-tangent line: thence
South S 89°59'51" W	40.87 feet 561.06 feet	to the North line of the Van Wagoner Property; thence along said North line of the Van Wagoner Property to the West Section line of the Northeast Quarter of Section 27; thence
N 00°17'00" E	80.13 feet	along said West Section line of the Northeast Quarter of said Section 27; to the Southwest corner of Golf Course Area Parcel 1; thence along the boundary line of said Golf Course Area Parcel 1 the following fourteen courses:
East Easterly	428.67 feet 275.66 feet	to a tangent curve to the left; thence along said curve (Radius=370.00' Delta=42°41'14" Tangent=144.58' Chord=269.33' Chord Bearing=N68°39'23"E); to a tangent line: thence
N 47°18'46" E	191.78 feet	; thence
N 64°48'39" W	128.27 feet	; thence
N 89°48'11" W	398.15 feet	; thence
N 16°26'34" W	197.73 feet	; thence
N 12°13'07" E	480.28 feet	; thence
N 04°14'08" E	148.61 feet	; thence
N 04°48'36" W	71.52 feet	; thence
N 04°48'24" W	277.99 feet	; thence
S 76°29'43" E	960.41 feet	; thence
N 17°45'35" E	190.18 feet	to a tangent curve to the right; thence
Northeasterly	140.16 feet	along said curve (Radius=330.00' Delta=24°20'01" Tangent=71.15' Chord=139.10' Chord Bearing=N29°55'35"E); to a non-tangent line: thence
N 36°56'23" W	28.67 feet	to a non-tangent curve to the right, said point being the Southeast corner of Town Homes Parcel; thence along the boundary line of said Town Homes Parcel the following four courses:
Northeasterly	126.01 feet	along said curve (Radius=255.00' Delta=28°18'46" Tangent=64.32' Chord=124.73' Chord Bearing=N58°01'40"E); to a tangent line; thence
N 72°11'05" E	197.69 feet	to a non-tangent curve to the left; thence
Northeasterly	340.15 feet	along said curve (Radius=270.00' Delta=72°10'58" Tangent=196.82' Chord=318.10' Chord Bearing=N36°05'32"E); to a tangent line; thence

North 179.51 feet to the point of beginning.