

108



WHEN RECORDED, MAIL TO:
Utah Department of Transportation
4501 South 2700 West
P.O. Box 148420
Salt Lake City, UT 84114-8420

E# 3025685 PG 1 OF 15
Leann H. Kilts, WEBER COUNTY RECORDER
30-Dec-19 0436 PM FEE \$0.00 DEP TN
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

UDOT Utah Department of Transportation

Keeping Utah Moving

Right of Entry and Occupancy Agreement

Project No: F-0235(20)3 Parcel No.(s): 105, 105:2E, 105:E

Pin No: 14408 Job/Proj No: 54762 Project Location: SB-235; Intersection Improvements at 2700 North
County of Property: WEBER Tax ID / Sidwell No: 18-049-0003/18-161-0002
Property Address: 2593 North 400 East NORTH OGDEN UT, 84414
Owner's Address: 3095 S Morgan Valley Dr, Morgan, UT, 84050
Owner's Home Phone: Owner's Work Phone: (801)668-7200
Owner / Grantor (s): Marvin Barker Investment Company L.L.C., a Utah limited liability company
Grantee: Utah Department of Transportation (UDOT)/The Department

18-049-0003
18-161-0004
18-161-0006 CMM

DB

Acquiring Entity: Utah Department of Transportation (UDOT)

For the subject property described in the attached deed (Exhibit A).

This Right of Entry and Occupancy Agreement ("Agreement") is entered between Marvin Barker Investment Company L.L.C., a Utah limited liability company ("Property Owners") and Utah Department of Transportation (UDOT).

Property Owners hereby grant to UDOT, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to occupy and commence construction or other necessary activity on the property sought to be acquired/occupied with this Agreement, and to do whatever construction, relocation of utilities, and other work as may be required in furtherance of the state transportation project, located on the property described in attached Exhibit A. This Agreement is made in anticipation of a possible condemnation action by UDOT and is intended to provide for the entry and occupancy of the property pending further negotiations or the filing and pursuit of condemnation proceedings and possible alternative informal proceedings as provided for in this Agreement. Property Owners understand that, by executing this Agreement, Property Owners have waived and abandoned all defenses to the acquisition of the property.

The sum of \$202,700.00 (the "Deposit") will be paid into escrow, a non-interest bearing account, at a title company for the benefit of Property Owners as consideration for entering into this Agreement. UDOT will be responsible for the expenses of the escrow account. This amount paid into escrow shall be deducted from a final settlement, award of arbitration, or other determination of just compensation in an eminent domain action should one be pursued to acquire the property that is determined to be necessary for the project. The amount paid will be for the purposes of this Agreement only, and will not be admissible as evidence in any subsequent process used to establish the value of the property or the amount of compensation that may be due to the Property Owners. Property taxes will be the responsibility of the Property Owners until transfer of the deed(s) to UDOT.

The parties to this Agreement understand that a title report may indicate that other third parties may have a claim to part of the proceeds being paid by UDOT to the Property Owners under this Agreement. UDOT will have the right to approve the release of the Deposit from Escrow to Property Owners and to require a conveyance of the subject property from the Property Owners to UDOT prior to the release. It is not the intent of the Agreement to properly assess potential third-party claims. In the event it is later determined that part of the Deposit should properly be paid to other third parties, then UDOT will have the right to require that the third parties participate in the release of the Deposit or the Deposit will be applied to any remaining liens. In the event that UDOT desires to obtain title insurance in connection with the release of the deposit, UDOT will pay the premiums for the title coverage.

This Agreement is granted without prejudice to the rights of the Property Owners, pending any settlement, to contest the amount of compensation to be paid the Property Owners for the property described in Exhibit A. If

10

Project No: F-0235(20)3 Parcel No.(s): 105, 105:2E, 105:E

Pin No: 14408 Job/Proj No: 54762 Project Location: SR-235; Intersection Improvements at 2700 North
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 Property Address: 2593 North 400 East NORTH OGDEN UT, 84414
 Owner's Address: 3095 S Morgan Valley Dr, Morgan, UT, 84050
 Owner's Home Phone: Owner's Work Phone: (801)668-7200
 Owner / Grantor (s): Marvin Barker Investment Company L.L.C., a Utah limited liability company
 Grantee: Utah Department of Transportation (UDOT)/The Department

a satisfactory settlement can not be agreed upon, UDOT will, upon notice from the Property Owners that the amount of compensation offered and/or other proposed settlement terms are not acceptable, or at its own election, proceed to commence and diligently prosecute a condemnation proceeding in the appropriate court for a judicial determination of such compensation. If requested to do so by the Property Owners, UDOT will, prior to commencing a condemnation proceeding, enter into a mediation or arbitration procedure provided for in the Utah Code Annotated 78B-6-522 and 13-43-204 through the Office of the Property Rights Ombudsman.

If the Property Owner uses the property for a residence, business, or farming operation and is required to move as a result of UDOT's acquisition of the property, the Property Owners may be entitled to relocation assistance and/or payments as a displaced person. The relocation assistance and payment are available as a matter of right and subject to federal and state law if the Property Owners are displaced by the acquisition of this property and are not conditional upon the Property Owners signing this Right of Entry and Occupancy Agreement.

The effective date of the Right Of Entry and Occupancy Agreement shall be the date this Agreement is executed by the Property Owners, as shown below, and that date shall be the date of value for fair market valuation purposes in the context of settlement negotiations, arbitration, or an eminent domain proceeding, should one be necessary, unless the Property Owners have been previously served with a summons in regard to this property acquisition or the parties have otherwise agreed in writing to a different date for purposes of valuation. It is understood that, according to state law, any additional compensation that is ordered to be paid to the Property Owners for the acquisition of the property will include interest at an annual rate of 8 % on any additional compensation that is determined to be payable to the Property Owners over and above that paid with this Agreement, calculated from the date of entry upon the property.

Exhibits:

[Signatures and Acknowledgments to Follow Immediately]

Project No: F-0235(20)3 Parcel No.(s): 105, 105:2E, 105:E

Pin No: 14408 Job/Proj No: 54762 Project Location: SR-235; Intersection Improvements at 2700 North
County of Property: WEBER Tax ID / Sidwell No: 18-049-0003, 18-161-0002
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Owner / Grantor (s): Marvin Barker Investment Company L.L.C., a Utah limited liability company
Grantee: Utah Department of Transportation (UDOT)/The Department

SIGNATURE PAGE
TO
UTAH DEPARTMENT OF TRANSPORTATION
RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

DATED this 2 day of December, 2019

Julie B. Farr Property Owner
Managing Member of Marvin Barker Investment Co. LLC. Property Owner
Property Owner Property Owner

STATE OF UTAH
County of Salt Lake

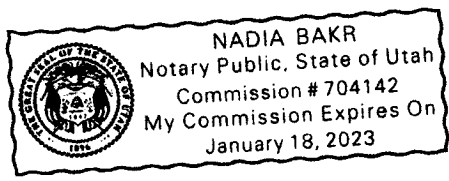
On the 2 day of December, 2019, personally appeared before me

Julie B. Farr the signer(s) of the Agreement set forth above,
who duly acknowledged to me that they executed the same.

Nadia Bakr
NOTARY PUBLIC

DATED this 10th day of December, 2019

Charles A. Stormont
UDOT Director / Deputy Director of Right of Way

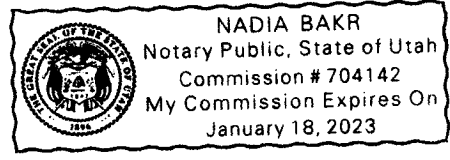


STATE OF UTAH
County of Salt Lake

On the 10 day of December, 2019, personally appeared before me

Charles A. Stormont the signer(s) of this Agreement for UDOT
who duly acknowledged to me that they executed the same.

Nadia Bakr
NOTARY PUBLIC



WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed
(Limited Liability Company)

Weber County	Tax ID No.	18-049-0003
		18-161-0002
	PIN No.	14408
	Project No.	F-0235(20)3
	Parcel No.	0235:105

Marvin Barker Investment Company,L.L.C., a Utah Limited Liability Company, Grantor hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described parcel of land in Weber County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing highway State Route 134 (2600 North Street) known as Project No. F-0235(20)3, being part of an entire tract of property situate in Lots 15 and 47, Plat "B", North Ogden City Survey, a subdivision recorded in Book 5, Page 79 of plats and the remainder parcel of Barker Depot, a subdivision recorded as Entry No. 2992361, Book 85, Page 95 of plats, in the NE1/4 NE1/4 of Section 32, T.7N., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the northeast corner of said entire tract at the intersection of the southerly right of way line of the existing highway State Route 134 (2600 North Street) and the westerly right of way line of the existing highway State Route 235 (Washington Boulevard) which corner is 7.89 feet N.00°15'00"E. and 66.00 feet N.89°43'42"W. and 55.00 feet S.00°15'00"W. from the monument at the intersection of 2600 North and Washington Boulevard, said corner is also 15.55 feet N.00°15'00"E. from the Northeast Corner of said Lot 15; and running thence S.00°15'00"W. 45.00 feet along said westerly right of way line to a point 100.00 feet perpendicularly distant southerly from the 2600 North Street control line opposite engineer station 109+11.50; thence N.44°43'54"W. 25.46 feet to a line parallel with and 82.00 feet perpendicularly distant

PAGE 2

PIN No.	14408
Project No.	F-0235(20)3
Parcel No.	0235:105

southerly from said control line opposite engineer station 108+93.50; thence N.89°43'42"W. 69.95 feet along said parallel line to the beginning of a 9,918.00-foot radius curve to the left, concentric with said control line opposite engineer station 108+23.55; thence westerly along the arc of said curve 146.34 feet through a delta of 00°50'43" (Note: chord to said curve bears S.89°50'57"W. for a distance of 146.32 feet) to the beginning of a 4,048.50-foot radius reverse curve to the right opposite engineer station 106+76.00; thence westerly along the arc of said curve 326.21 feet through a delta of 04°37'00" (Note: chord to said curve bears N.88°15'55"W. for a distance of 326.12 feet) to the beginning of a 2,951.50-foot radius reverse curve to the left at a point 66.10 feet perpendicularly distant southerly from said control line opposite engineer station 103+49.47; thence westerly along the arc of said curve 74.89 feet through a delta of 01°27'14" (Note: chord to said curve bears N.86°41'02"W. for a distance of 74.89 feet) to a point in the westerly boundary line of said entire tract; thence N.01°06'46"W. 5.27 feet along said westerly boundary line to said southerly right of way line; thence N.88°51'10"E. 424.24 feet along said southerly right of way line; thence S.89°43'42"E. 211.08 feet along said southerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 14,140 square feet or 0.325 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°54'30" clockwise to obtain highway bearings.)

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PIN No. 14408
Project No. F-0235(20)3
Parcel No. 0235:105

IN WITNESS WHEREOF, said Marvin Barker Investment Company,L.L.C., a Utah Limited Liability Company has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20 _____.

STATE OF _____)
) ss.
COUNTY OF _____)

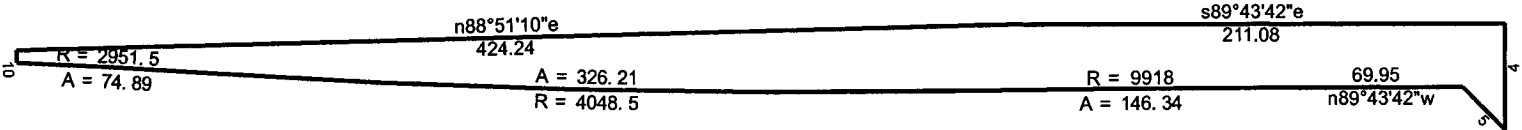
Marvin Barker Investment Company,L.L.C.
Limited Liability Company

By _____
Manager

On the date first above written personally appeared before me, _____, who, being by me duly sworn , says that they are the Manager of Marvin Barker Investment Company,L.L.C., a Utah Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said company by authority of its Articles of Organization, and said _____ acknowledged to me that said company executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public



Parcel 105

8/5/2019

Scale: 1 inch= 82 feet

File: 14408_F-0235(20)3_01F_105_Deedplot.ndp

Tract 1: 0.3246 Acres (14140 Sq. Feet), Closure: n74.1748w 0.01 ft. (1/176540), Perimeter=1328 ft.

- | | |
|--|---------------------|
| 01 /n00.1500e 7.89 | 10 n01.0646w 5.27 |
| 02 /n89.4342w 66 | 11 n88.5110e 424.24 |
| 03 /s00.1500w 55 | 12 s89.4342e 211.08 |
| 04 s00.1500w 45 | |
| 05 n44.4354w 25.46 | |
| 06 n89.4342w 69.95 | |
| 07 Lt, r=9918.00, delta=000.5043, arc=146.34, chord=s89.5056w 146.32 | |
| 08 Rt, r=4048.50, delta=004.3700, arc=326.21, chord=n88.1556w 326.12 | |
| 09 Lt, r=2951.50, delta=001.2714, arc=74.89, chord=n86.4103w 74.89 | |

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement
(Limited Liability Company)

Weber County	Tax ID No.	18-049-0003
		18-161-0002
	PIN No.	14408
	Project No.	F-0235(20)3
	Parcel No.	0235:105:2E

Marvin Barker Investment Company,L.L.C., a Utah Limited Liability Company, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described easement in Weber County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, in Lot 15, Plat "B", North Ogden City Survey, a subdivision recorded in Book 5, Page 79 of plats and the remainder parcel of Barker Depot, a subdivision recorded as Entry No. 2992361, Book 85, Page 95 of plats, in the NE1/4 NE1/4 of Section 32, T.7N., R.1W., S.L.B.&M., in Weber County, Utah, to facilitate the widening of the existing highway State Route 134 (2600 North Street) known as Project No. F-0235(20)3. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at a point in the westerly right of way line of the existing highway State Route 235 (Washington Boulevard) which is 7.89 feet N.00°15'00"E. and 66.00 feet N.89°43'42"W. and 108.94 feet S.00°15'00"W. from the monument at the intersection of 2600 North and Washington Boulevard, said point is also 37.94 feet S.00°15'00"W. from the Northeast Corner of said Lot 15, said point is also 100.00 feet

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PIN No.	14408
Project No.	F-0235(20)3
Parcel No.	0235:105:2E

perpendicularly distant southerly from the 2600 North Street control line opposite approximate engineer station 109+11.50; and running thence S.00°15'00"W. 13.01 feet along said westerly right of way line; thence N.75°03'15"W. 65.13 feet; thence N.89°44'34"W. 352.97 feet; thence N.85°53'36"W. 219.12 feet to the westerly boundary line of said entire tract; thence N.01°06'46"W. 19.66 feet along said westerly boundary line to a point in a 2,951.50-foot radius non-tangent curve to the right (Note: center bears S.02°35'21"W.); thence easterly along the arc of said curve 74.89 feet through a delta of 01°27'14" (Note: chord to said curve bears S.86°41'02"E. for a distance of 74.89 feet) to the beginning of a 4,048.50-foot radius reverse curve to the left at a point 66.10 feet perpendicularly distant southerly from said control line opposite engineer station 103+49.47; thence easterly along the arc of said curve 55.22 feet through a delta of 0°46'54" (Note: chord to said curve bears S.86°20'52"E. for a distance of 55.22 feet) to a point 70.72 feet perpendicularly distant southerly from said control line opposite engineer station 104+04.50; thence S.01°08'50"E. 6.02 feet to the beginning of a 4,054.50-foot radius non-tangent curve to the left; thence easterly along the arc of said curve 270.92 feet through a delta of 03°49'43" (Note: chord to said curve bears S.88°39'34"E. for a distance of 270.88 feet) to the beginning of a 9,912.00-foot radius reverse curve to the right, concentric with and 88.00 feet radially distant southerly from said control line opposite engineer station 106+76.00; thence easterly along the arc of said curve 146.25 feet through a delta of 00°50'43" (Note: chord to said curve bears N.89°50'56"E. for a distance of 146.25 feet) to a line parallel with said control line opposite engineer station 108+23.55; thence S.89°43'42"E. 67.47 feet along said parallel line to a point opposite engineer station 108+91.01; thence S.44°43'54"E. 28.98 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described easement contains 11,247 square feet or 0.258 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°54'30" clockwise to obtain highway bearings.)

Continued on Page 3

PAGE 3

PIN No. 14408
Project No. F-0235(20)3
Parcel No. 0235:105:2E

IN WITNESS WHEREOF, said Marvin Barker Investment Company,L.L.C., a Utah Limited Liability Company has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20 _____.

STATE OF _____)
) ss.
COUNTY OF _____)

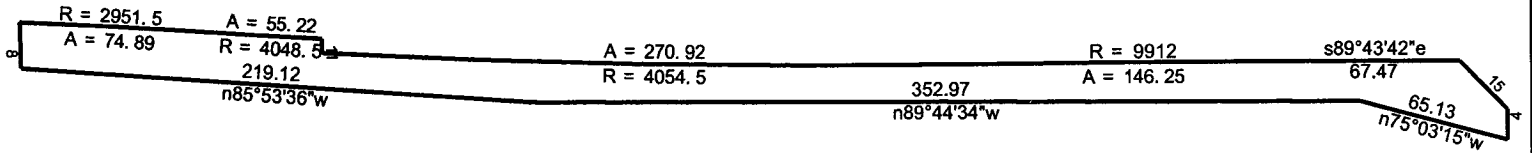
Marvin Barker Investment Company,L.L.C.
Limited Liability Company

By _____
Manager

On the date first above written personally appeared before me, _____, who, being by me duly sworn , says that they are the Manager of Marvin Barker Investment Company,L.L.C., a Utah Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said company by authority of its Articles of Organization, and said _____ acknowledged to me that said company executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public



Parcel 105:2E

8/5/2019

Scale: 1 inch= 82 feet

File: 14408_F-0235(20)3_01F_105_2E_Deedplot.ndp

Tract 1: 0.2582 Acres (11247 Sq. Feet), Closure: n65.4634w 0.02 ft. (1/70959), Perimeter=1320 ft.

- 01 /n00.1500e 7.89
- 02 /n89.4342w 66
- 03 /s00.1500w 100
- 04 s00.1500w 13.01
- 05 n75.0315w 65.13
- 06 n89.4434w 352.97
- 07 n85.5336w 219.12
- 08 n01.0646w 19.66
- 09 Rt, r=2951.50, delta=001.2714, arc=74.89, chord=s86.4103e 74.89
- 10 Lt, r=4048.50, delta=000.4654, arc=55.22, chord=s86.2052e 55.23

- 11 s1.0850e 6.02
- 12 Lt, r=4054.50, delta=003.4943, arc=270.92, chord=s88.3934e 270.88
- 13 Rt, r=9912.00, delta=000.5043, arc=146.25, chord=n89.5056e 146.23
- 14 s89.4342e 67.47
- 15 s44.4354e 28.98

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement
(Limited Liability Company)

Weber County	Tax ID No.	18-049-0003
		18-161-0002
	PIN No.	14408
	Project No.	F-0235(20)3
	Parcel No.	0235:105:E

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A perpetual easement, upon part of an entire tract of property, in Lot 15, Plat "B", North Ogden City Survey, a subdivision recorded in Book 5, Page 79 of plats and the remainder parcel of Barker Depot, a subdivision recorded as Entry No. 2992361, Book 85, Page 95 of plats, in the NE1/4 NE1/4 of Section 32, T.7N., R.1W., S.L.B.&M., in Weber County, Utah, for the purpose of constructing and maintaining thereon public utilities and appurtenant parts thereof including, but not limited to ATMS fiber optic conduit, electrical service and distribution lines, culinary and irrigation water facilities; and highway appurtenances including, but not limited to slopes, street and signal lighting facilities, directional and traffic information signs to facilitate the widening of the existing highway State Route 134 (2600 North Street) known as Project No. F-0235(20)3. The boundaries of said easement are described as follows:

Beginning at a point in the westerly right of way line of the existing highway State Route 235 (Washington Boulevard) which is 7.89 feet N.00°15'00"E. and 66.00 feet N.89°43'42"W. and 100.00 feet S.00°15'00"W. from the monument at the intersection of 2600 North and Washington Boulevard, said point is also 29.45 feet S.00°15'00"W. from the Northeast Corner of said Lot 15, said point is also 100.00 feet

PAGE 2

PIN No.	14408
Project No.	F-0235(20)3
Parcel No.	0235:105:E

perpendicularly distant southerly from the 2600 North Street control line opposite approximate engineer station 109+11.50; and running thence S.00°15'00"W. 8.49 feet along said westerly right of way line; thence N.44°43'54"W. 28.98 feet; thence N.89°43'42"W. 67.47 feet along a line parallel with said control line to the beginning of a 9,912.00-foot radius curve to the left, concentric with said control line; thence westerly along the arc of said curve 146.25 feet through a delta of 00°50'43" (Note: chord to said curve bears S.89°50'56"W. for a distance of 146.25 feet) to the beginning of a 4,054.50-foot radius reverse curve to the right; thence westerly along the arc of said curve 270.92 feet through a delta of 03°49'43" (Note: chord to said curve bears N.88°39'34"W. for a distance of 270.87 feet); thence N.01°08'50"W. 6.02 feet to a point in a 4,048.50-foot radius non-tangent curve to the left (Note: center bears N.03°15'41"E.) said point is also 70.72 feet perpendicularly distant southerly from said control line opposite engineer station 104+04.50; thence easterly along the arc of said curve 270.98 feet through a delta of 03°50'06" (Note: chord to said curve bears S.88°39'22"E. for a distance of 270.93 feet) to the beginning of a 9,918.00-foot radius reverse curve to the right, at a point 82.00 feet perpendicularly distant southern from said control line opposite engineer station 106+76.00; thence easterly along the arc of said curve 146.34 feet concentric with said control line through a delta of 00°50'43" (Note: chord to said curve bears N.89°50'56"E. for a distance of 146.34 feet) to a line parallel with said control line opposite engineer station 108+23.55; thence S.89°43'42"E. 69.95 feet along said parallel line to a point opposite engineer station 108+93.50; thence S.44°43'54"E. 25.46 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described easement contains 3,080 square feet or 0.071 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°54'30" clockwise to obtain highway bearings.)

PAGE 3

PIN No. 14408
Project No. F-0235(20)3
Parcel No. 0235:105:E

IN WITNESS WHEREOF, said Marvin Barker Investment Company,L.L.C., a Utah Limited Liability Company has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20 _____.

STATE OF _____)
) ss.
COUNTY OF _____)

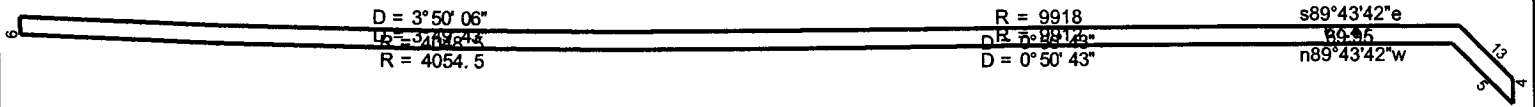
Marvin Barker Investment Company,L.L.C.
Limited Liability Company

By _____
Manager

On the date first above written personally appeared before me, _____, who, being by me duly sworn , says that they are the Manager of Marvin Barker Investment Company,L.L.C., a Utah Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said company by authority of its Articles of Organization, and said _____ acknowledged to me that said company executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public



Parcel 105:E 9/4/2019

Scale: 1 inch= 65 feet File: 14408_F-0235(20)3_01F_105_E_Deedplot.ndp

Tract 1: 0.0707 Acres (3080 Sq. Feet), Closure: s86.1923e 0.02 ft. (1/63052), Perimeter=1041 ft.

01 /n00.1500e 7.89	10 Lt, r=4048.50, delta=003.5006, chord=s88.3922e 270.93
02 /n89.4342w 66	11 Rt, r=9918.00, delta=000.5043, chord=n89.5057e 146.32
03 /s00.1500w 100	12 s89.4342e 69.95
04 s00.1500w 8.49	13 s44.4354e 25.46
05 n44.4354w 28.98	
06 n89.4342w 67.47	
07 Lt, r=9912.00, delta=000.5043, chord=s89.5057w 146.23	
08 Rt, r=4054.50, delta=003.4943, chord=n88.3934w 270.88	
09 n01 0850w 6.02	