

When Recorded, Mail To:

Century Land Holdings of Utah, LLC  
c/o Century Communities, Inc.  
Attn: Legal Department  
8390 E. Crescent Parkway, Suite 650  
Greenwood Village, CO 80111

*CT-134554-CAF*

Tax Parcel No.(s): *12-103-0109, 12-103-0110, 12-103-0111, 12-103-0075,*  
*12-280-0040, 12-280-0041, 12-103-0124, 12-103-0123, 12-103-0112*

*(Space Above for Recorder's Use Only)*

## TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of the 27 day of March, 2021 (the "**Effective Date**"), by and between CENTURY LAND HOLDINGS OF UTAH, LLC, a Utah limited liability company ("**Grantee**" or "**Century**"), and WOODSIDE HOMES OF UTAH, LLC, a Utah limited liability company ("**Grantor**"). Grantee and Grantor may be referred to herein collectively as "**Parties**" or, individually, each a "**Party**".

### RECITALS

A. Century is the fee simple owner of that certain real property located in the City of Syracuse, (the "**City**"), Davis County (the "**County**"), State of Utah, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference ("**Century Property**").

B. Century intends to develop the Century Property in accordance with the improvement plans approved by the City titled "Shoreline West Subdivision Phase 4 and 5" (collectively, such improved plans, the "**Century Approved Plans**"), including to subdivide the Century Property in accordance with the Century Approved Plans upon the recordation of those final plats included therewith titled "Shoreline Subdivision Phase 4", and "Shoreline Subdivision Phase 5A" (collectively, the "**Century Final Plats**").

C. Grantor is the fee simple owner of that certain real property located in the City of Syracuse, Davis County, State of Utah, as more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference ("**Grantor Property**"). A map of the Century Property, the Grantor Property, and certain roadways, including, without limitation, the roadways identified as 2700 South Street and 2725 West Street, is attached hereto as **Exhibit "C"** (the "**Map**").

D. Grantor intends to develop the Grantor Property in accordance with the improvement plans approved by the City, which remain subject to modification as required by the City, are titled "The Shoreline East Subdivision Phase 1 Construction Drawings" (collectively, such improved plans, the "**Grantor Approved Plans**"), including to subdivide the Grantor Property in accordance with the Grantor Approved Plans upon the recordation of those draft final plats, which remain subject to modification as required by the City, included therewith (collectively, the "**Grantor Final Plats**"), including, without limitation, that certain plat titled "The Final Plat of Shoreline East Subdivision Phase 1" (the "**Woodside Phase 1 Final Plat**").

E. In connection with the development of the Century Property and the Grantor Property, Grantor and Century, among others, entered into that certain Joint Development and Cost Sharing Agreement and Partial Assignment of Underlying Agreements dated as of March 27, 2021 (the "**JDA**"), pursuant to which, among other things, Century may elect to construct on behalf of Century and Grantor, certain improvements identified therein as the "2725 Improvements".

#26429v3

F. As shown on the Map and the Century Final Plat, no legal access to that portion of the Century Property shown on the Century Final Plats as Lots 425 – 428 (the “**Century Landlocked Property**”) shall exist unless and until that one of the Century Final Plats titled “Shoreline Subdivision Phase 4” and the Woodside Phase I Final Plat are recorded, and the roadway identified thereon as “2725 West Street” and the 2725 Improvements are dedicated to, and accepted by, the City.

G. In addition, if under the JDA, Century exercises the right to construct the 2725 Improvements, Century will require access from and across the Easement Area to complete the 2725 Improvements as provided in the JDA.

H. Grantor desires to grant to Century, and Century desires from Grantor, a temporary, non-exclusive easement over, across, under and through that portion of the Grantor Property constituting the entire roadway right-of-way for 2725 West Street, as more particularly described on **Exhibit “D”** attached hereto and incorporated herein by this reference (the “**Easement Area**”) for purposes of (i) creating a means of legal access to the Century Landlocked Property (but only until the expiration of the Term as defined in Section 5 below), and (ii) if elected by Century pursuant to the JDA, Century’s construction and installation of any or all of the improvements constituting the 2725 Improvements.

I. The Parties desire to enter into this Agreement for the purpose of evidencing their respective rights and obligations in connection with the Easement Area.

#### **AGREEMENT**

NOW, THEREFORE, for and in consideration of ten and 00/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant of Easement. Grantor hereby grants and conveys unto Grantee, for use by Grantee, its agents, representatives, contractors and consultants, and its and their employees, and its invitees, a temporary, non-exclusive easement (the “**Easement**”) over, across, under and through the Easement Area for the purpose hereinafter stated, subject to the terms, conditions, and limitations set forth herein.

3. Purpose of Easement. The Easement granted herein shall be for the purpose of (i) creating a means of legal access to and from the Century Landlocked Property, over and across the Easement Area to the remaining portion of the Century Property (but only until the expiration of the Term as defined in Section 5 below), and (ii) Century’s constructing and installing, or causing the construction and installation of, any or all of the improvements constituting the 2725 Improvements under and in accordance with the JDA.

4. Non-Exclusive Easement/Insurance. Grantor expressly reserves and shall have the right to use the Easement Area during the Term and Grantee shall at all times exercise its rights under this Agreement in a manner so as to not unreasonably interfere with Grantor’s use of the Easement Area, provided, however, that in no event shall the construction and installation of the 2725 Improvements, even if the same materially interfere with Grantor’s use of the Easement Area, be deemed to unreasonably interfere with Grantor’s use of the Easement Area. Grantee shall indemnify, defend and hold Grantor harmless for, from and against any and all injuries, liabilities, claims, demands, actions, losses and expenses of any nature whatsoever (including reasonable attorneys’ fees and litigation and court costs)

sustained or threatened in writing against Grantor, but only to the extent that the same result from or arise in connection with any entry upon the Easement Area by Grantee, its employees, agents, consultants, contractors, subcontractors or suppliers (collectively, the "**Grantee Parties**") during the Term. The foregoing obligation to indemnify, defend and hold harmless does not apply to any injury, liability, claim, demand, cause of action, loss or expense (including reasonable attorneys' fees and litigation and court costs) arising from or related to the negligent acts or omissions, or willful misconduct of Grantor, its employees, agents, consultants, contractors, subcontractors or suppliers. Notwithstanding any provision of this Agreement to the contrary, the foregoing obligations of Grantee to indemnify, defend and hold harmless arising during the Term shall survive the expiration or termination of this Agreement for a period of one (1) year. Prior to first entering the Easement Area, Grantee shall deliver to Grantor a certificate of insurance naming Grantor as an additional insured on a \$2,000,000 combined single limit commercial general liability insurance policy issued by an insurance company with a rating of AM Best A- or better, covering the Grantee Parties' actions with respect to its activities on the Easement Area during the Term including, without limitation, Grantee's indemnification obligations under this Section 4.

5. Term. The Easement granted hereunder shall commence as of the Effective Date of this Agreement and shall continue until the earlier of: (i) recordation of: (a) that one of the Century Final Plats titled "Shoreline Subdivision Phase 4" and (b) the Woodside Phase 1 Final Plat, and the dedication to and acceptance by the City of, the roadway shown thereon and which creates 2725 West Street, such that 2725 West Street, as shown on such recorded plats, is a public street providing legal access to the Century Landlocked Property, or (ii) five (5) years after the Effective Date of this Agreement (the "**Term**").

6. Warranty of Title and Authority. Grantor warrants that it has full right and lawful authority to make the grant of Easement contained herein.

7. Amendment. This Agreement may be modified or amended only upon the mutual written consent of the Parties, or the Parties' respective legal representatives, successors or assigns, and any such amendment shall become effective only upon the recording of the same in the Public Records of Davis County, Utah.

8. Binding in for the Term. This Agreement shall run with the land, is irrevocable during the Term and shall bind the Grantor Property and the Century Property at all times during the Term and, at all times prior to the expiration of the Term, all of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, and assigns of both Grantor and Grantee.

9. Governing Law; Venue. The Parties acknowledge that this Agreement was entered into in the State of Utah. This Agreement shall be construed and governed in accordance with the laws of the State of Utah without giving effect to any choice of laws or rules thereof that may direct the application of laws of another jurisdiction. Venue for any legal action arising under this Agreement shall be in the district court in Davis County, Utah.

10. Paragraph Headings and Severability of Terms. The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify or be used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof. If any provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Agreement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

11. Attorney Fees. In the event of any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover from the unsuccessful party, in addition to any other award of damages, its costs and reasonable attorney fees incurred in the preparation and prosecution of such action or proceeding.

12. Enforcement. If either or both Parties fail to perform or breach any obligation, requirement, duty or covenant contained herein, the non-defaulting Party shall have the right, at its own option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein to bring an action for specific performance in a court of competent jurisdiction. The failure to enforce any other terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto. Notwithstanding anything herein to the contrary, each Party hereto expressly waives its right to seek or to receive from the other Party, consequential, incidental or punitive damages or damages for lost profits under this Agreement.

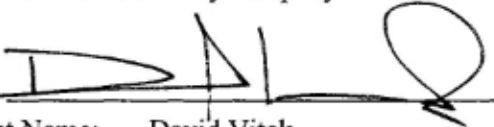
13. Entire Agreement. This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement.

[SIGNATURE PAGES FOLLOW]



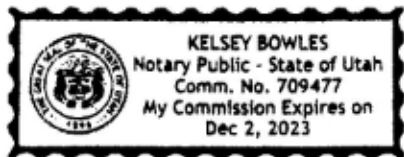
**GRANTEE/CENTURY:**

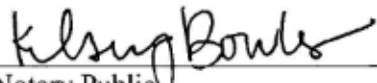
**CENTURY LAND HOLDINGS OF UTAH, LLC,**  
a Utah limited liability company

By:   
Print Name: David Vitek  
Title: Vice President

STATE OF UTAH )  
 )ss  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of March, 2021, by David Vitek, as Vice President of CENTURY LAND HOLDINGS OF UTAH, LLC, a Utah limited liability company.



  
Notary Public  
Residing at: orem, utah

My commission expires:  
Dec 2, 2023

**EXHIBIT "A"**  
**CENTURY PROPERTY**

TRW  
February 10, 2021  
Job# 8508

Century Homes Purchase Area

A parcel of land, situate in the Northwest Quarter of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Syracuse City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point on the North Line of Section 21 which point is North 89°40'58" West 1645.83 feet along the section line from the North Quarter Corner of said Section 21 (NAD83 Bearing Being: South 89°20'40" East between the Northwest Quarter Corner and the North Quarter Corner of said Section 21 as noted on the Davis County Township Reference Plat) and running thence:

thence along the northerly and westerly lines of Syracuse Meadows Subdivision Plat 4 the following four (4) three course and distances:

- 1) South 00°11'28" West 396.00 feet;
- 2) North 89°40'58" West 69.25 feet;
- 3) South 00°19'02" West 309.99 feet to a point on the North line of 2850 South Street;
- 4) South 04°02'03" West 60.13 feet to a point on the South line of said 2850 South street;

thence South 89°40'58" East 207.14 feet along the South line of said 2850 South Street to the Northwest corner of Lot 42, Syracuse Meadows Subdivision Plat 4;

thence South 210.39 feet along the West line of said Lot 42;

thence South 89°40'58" East 420.72 feet along the South line of Syracuse Meadows Subdivision;

thence South 00°19'02" West 117.00 feet;

thence southwesterly 23.56 feet along the arc of a 15.00-foot radius tangent curve to the right (center bears North 89°40'58" West and the long chord bears South 45°19'02" West 21.21 feet with a central angle of 90°00'00")

thence South 00°19'09" West 60.00 feet;

thence southeasterly 23.56 feet along the arc of a 15.00 feet-foot radius tangent curve to the right (center bears South 00°19'02" West and the long chord bears South 44°40'58" East 21.21 feet with a central angle of 90°00'01");

thence South 00°19'02" West 55.00 feet;

thence southerly 55.00 feet along the arc of a 180.00-foot radius curve to the left (center bears South 89°40'58" East and the long chord bears South 08°26'12" East 54.79 feet with a central angle of 17°30'28");

thence southerly 36.67 feet along the arc of a 120.00-foot radius curve to the right (center bears South 72°48'34" West and the long chord bears South 08°26'12" East 36.53 feet with a central angle of 17°30'28")

thence South 00°19'02" West 650.65 feet to a point on the North line of the land described in that certain Quitclaim Deed recorded June 15, 2017 as Entry No. 3026750 in Book 6787 at page 1045;

thence North 89°40'19" West 1574.42 feet along said North line to the West line of said Section 21;

thence North 00°11'28" East 309.66 feet along said West line;

thence South 89°48'32" East 440.00 feet;

thence North 00°11'28" East 1224.99 feet;

thence South 89°41'00" East 371.14 feet;

thence North 00°11'11" East 443.37 feet to North line of said Section 21;

thence South 89°40'58" East 197.02 feet along the section line to the Point of Beginning.

Contains: 1,662,230 square feet or 38.160 acres.

***Less and excepting that portion sold to Davis School District as described below:***

A parcel of land, situate in the North Half of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Syracuse City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point which is North 89°40'58" West 1696.14 feet along the section line and South 00°19'02" West 1168.38 feet from the North Quarter Corner of said Section 21, and running thence:

thence South 89°40'58" East 592.06 feet to a point on a Special Warranty Deed from CW Shoreline, LLC, a Utah limited liability company to Woodside Homes of Utah, LLC, a Utah limited liability company recorded on August 8, 2020 as Entry no. 3280589 in book 7572 at Pages 2003-2006;

thence southeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears South 00°19'20" West and the long chord bears South 44°40'58" East 21.21 feet with a central angle of 90°00'00"), along a westerly line in the aforementioned Special Warranty Deed which states a length of 23.68 feet along the arc of a 15.21 foot radius curve and a long chord of South 44°17'34" East 21.36 feet with a central angle of 89°13'13";

thence South 00°19'02" West 55.00 feet along a westerly line in the aforementioned Special Warranty Deed;

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Temporary Access and Construction Easement Agreement  
Woodside - Century



thence southerly 55.00 feet along the arc of a 180.00 foot radius curve to the left (center bears South 89°40'58" East and the long chord bears South 08°26'12" East 54.79 feet with a central angle of 17°30'28") along a westerly line in the aforementioned Special Warranty Deed;

thence southerly 36.67 feet along the arc of a 120.00 foot radius curve to the right (center bears South 72°48'34" West and the long chord bears South 08°26'12" East 36.53 feet with a central angle of 17°30'28")

thence South 00°19'02" West 248.20 feet along a westerly line in the aforementioned Special Warranty Deed;

thence North 89°40'58" West 100.00 feet;

thence South 00°19'02" West 224.00 feet;

thence South 89°40'58" East 100.00 feet to a westerly line in the aforementioned Special Warranty Deed;

thence South 00°19'02" West 46.50 feet along a westerly line in the aforementioned Special Warranty Deed;

thence North 89°40'58" West 100.00 feet;

thence South 00°19'02" West 112.00 feet;

thence North 89°40'19" West 464.58 feet;

thence North 00°11'28" East 224.24 feet;

thence North 89°48'32" West 100.00 feet;

thence North 00°11'28" East 354.35 feet;

thence northerly 42.24 feet along the arc of a 230.00 foot radius curve to the left (center bears North 89°48'32" West and the long chord bears North 05°04'11" West 42.18 feet with a central angle of 10°31'19");

thence North 10°19'51" West 126.73 feet;

thence northerly 31.22 feet along the arc of a 170.00 foot radius curve to the right (center bears North 79°40'09" East and the long chord bears North 05°04'11" West 31.18 feet with a central angle of 10°31'19");

thence North 00°11'28" East 7.40 feet;

thence northeasterly 27.32 feet along the arc of a 15.00 foot radius curve to the right (center bears South 89°48'32" East and the long chord bears North 52°22'06" East 23.70 feet with a central angle of 104°21'16");

thence easterly 57.12 feet along the arc of a 230.00 foot radius curve to the left (center bears North 14°32'44" East and the long chord bears South 82°34'07" East 56.97 feet with a central angle of 14°13'42") to the point of beginning.

Contains: 472,150 square feet or 10.839 acres.

**EXHIBIT "B"**  
**GRANTOR PROPERTY**

(See attached)

By: TRW

Date: May 27, 2020

Project: 8508 Shoreline

### Woodside Description

A parcel of land, situate in the North Half of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Syracuse City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point on the North-South Quarter Section line and the South line of Syracuse Meadows Subdivision Plat A, said point being South 00°11'16" West 396.00 feet along the quarter section line from the North Quarter Corner of said Section 21 and running thence along the South and East lines of Syracuse Meadows Subdivision Plat A the following four (4) courses and distances:

- 1) South 89°40'58" East 247.61 feet;
- 2) North 00°19'02" East 115.00 feet;
- 3) South 89°40'58" East 360.00 feet;
- 4) North 00°19'02" East 280.97 feet to the North line of said Section 21;

thence South 89°40'58" East 25.07 feet along said North line to the easterly line of that parcel conveyed in Entry No. 3343349 in Book 7687 Page 3829, Davis County Recorder's Office;

thence along the easterly line of said parcel the following three (3) courses and distances:

- 1) South 00°00'13" West 1,319.44 feet more or less;
- 2) South 89°49'06" East 26.63 feet for or less;
- 3) South 658.55 feet to the northerly line of that portion of 2400 West Street previously dedicated as part of The Fields Subdivision Phase 1 (Entry No. 3194802 in Book 7365, Page 1862);

thence along the northerly and westerly lines of 2400 West Street and 3200 South Streets the following five (5) courses and distances:

- 1) North 89°48'15" West 70.26 feet;
- 2) South 00°11'45" West 588.26 feet;
- 3) southwesterly 23.60 feet along the arc of a 15.00-foot radius non-tangent curve to the right (center bears North 89°48'35" West and the long chord bears South 45°15'46" West 21.24 feet with a central angle of 90°08'03");
- 4) North 89°40'13" West 1105.14 feet;
- 5) South 00°04'33" West 58.00 feet to the North line of the Fields Subdivision Phase 1;

thence North 89°40'13" West 102.02 feet along said North line of the Field Subdivision Phase 1 to the easterly limits of Syracuse City as annexed on 3/4/2019 (Entry No. 3148041 in Book 7219, Page 80-86);

thence along said Syracuse City limits the following eight (8) courses and distances:

- 1) North 00°11'13" East 160.02 feet;
- 2) South 89°48'47" East 10.00 feet;
- 3) North 00°11'13" East 100.00 feet;
- 4) North 89°40'13" West 10.10 feet;
- 5) North 00°19'47" East 39.75 feet;

- 6) North 00°11'13" East 230.05 feet;
- 7) North 89°48'47" West 18.24 feet;
- 8) North 00°13'13" East 130.00 feet;

thence North 89°40'20" West 435.61 feet;

thence North 00°19'02" East 650.65 feet;

thence Northerly 36.67 feet along the arc of a 120.00-foot radius curve to the left (center bears North 89°40'58" West and the long chord bears North 08°26'12" West 36.53 feet with a central angle of 17°30'28");

thence Northerly 55.00 feet along the arc of a 180.00-foot radius curve to the right (center bears North 72°48'34" East and the long chord bears North 08°26'12" West 54.79 feet with a central angle of 17°30'28");

thence North 00°19'02" East 55.00 feet;

thence northwesterly 23.56 feet along the arc of a 15.00-foot radius tangent curve to the left (center bears North 89°40'58" West and the long chord bears North 44°50'58" West 21.21 feet with a central angle of 90°00'00");

thence North 00°19'02" East 60.00 feet;

thence northeasterly 23.56 feet along the arc of a 15.00-foot radius non-tangent curve to the left (center bears North 00°19'02" East and the long chord bears North 45°19'02" East 21.21 feet with a central angle of 90°00'00");

thence North 00°19'02" East 117.00 feet to the South line of Syracuse Meadows Subdivision Plat 4;

thence South 89°40'58" East 687.90 feet along said South line of Syracuse Meadows Subdivision Plat 4 to and along the southerly line of Syracuse Meadows Subdivision Plat 3;

thence along the southerly and easterly lines of Syracuse Meadows Subdivision Plat 3 the following four (4) courses and distances:

- 1) North 73°57'58" East 107.76 feet;
- 2) North 211.39 feet;
- 3) North 42°16'31" West 65.83 feet;
- 4) North 00°19'05" East 290.18 feet to the South line of Syracuse Meadows Subdivision Plat A;

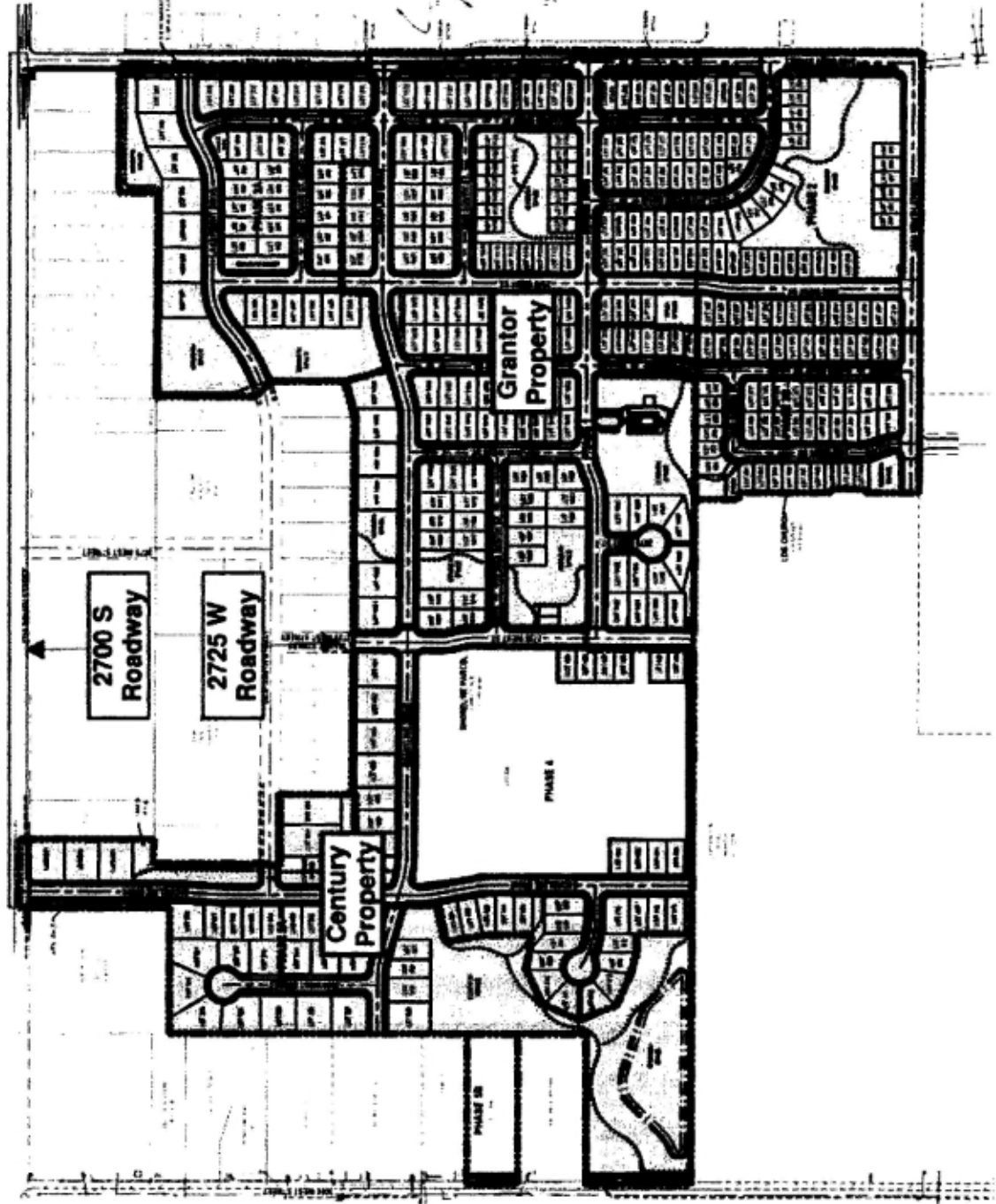
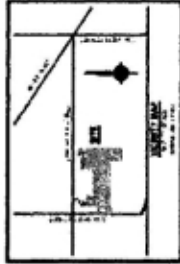
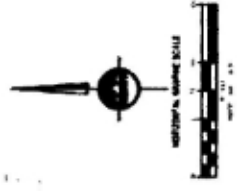
thence South 89°40'58" East 344.39 feet along the South line of Syracuse Meadows Subdivision Plat A to the Point of Beginning.

Contains: 3,098,315 square feet or 71.128 acres.

**EXHIBIT "C"**  
**MAP**  
**(Century Property, Grantor Property, Roads)**

(See attached)

3364895  
 BK 7726 PG 2858



**EXHIBIT "D"**  
**EASEMENT AREA**

By: TRW

Date: March 15, 2021

Project: 8508 Shoreline

**2725 West Description**

A strip of land over the future 2725 South Street, being a part of the proposed Shoreline Subdivision, situate in the Northwest Quarter of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said strip also located in Syracuse City, Davis County, Utah. Being more particularly described as follows:

Beginning at the Southeast Corner of Lot 45, Syracuse Meadows Subdivision Plat 4, said point being South 89°40'58" East 1564.88 feet along the Section line (NAD83 Bearing being: South 89°20'40" West between the Northwest Corner and the North Quarter Corner of said Section 21 per the Davis County Township Reference Plat) South 00°19'02" West 976.38 feet from the Northwest Corner of said Section 21 and running thence:

South 89°40'58" East 60.00 feet;

thence South 00°19'03" West 117.00 feet;

thence southeasterly 23.56 feet along the arc of a 15.00-foot radius tangent curve to the left (center bears South 89°40'57" East and the long chord bears South 44°40'57" East 21.21 feet with a central angle of 90°00'01");

thence South 00°19'02" West 60.00 feet;

thence southwesterly 23.56 feet along the arc of a 15.00-foot radius non-tangent curve to the left (center bears South 00°19'02" West and the long chord bears South 45°19'02" West 21.21 feet with a central angle of 90°00'00");

thence South 00°19'02" West 55.00 feet;

thence southerly 36.67 feet along the arc of a 120.00-foot radius non-tangent curve to the left (center bears South 89°40'52" East and the long chord bears South 08°26'12" East 36.53 feet with a central angle of 17°30'40");

thence Southerly 55.00 feet along the arc of a 180.00-foot radius curve to the right (center bears South 72°48'28" West and the long chord bears South 08°26'12" East 54.79 feet with a central angle of 17°30'40")

thence South 00°19'08" West 24.75 feet;

thence Southeasterly 23.56 feet along the arc of a 15.00-foot radius tangent curve to the left (center bears South 89°40'52" East and the long chord bears South 44°40'55" East 21.21 feet with a central angle of 90°00'06");

thence South 00°18'59" West 60.00 feet;

thence Southwesterly 23.56 feet along the arc of a 15.00-foot radius non-tangent curve to the left (center bears South 00°19'02" West and the long chord bears South 45°19'02" West 21.21 feet with a central angle of 89°59'59");

thence South 00°19'03" West 204.00 feet;

thence Southeasterly 23.56 feet along the arc of a 15.00-foot radius tangent curve to the left (center bears South 89°40'57" East and the long chord bears South 44°40'58" East 21.21 feet with a central angle of 90°00'01");

thence South 00°19'02" West 60.00 feet;

thence Southwesterly 23.56 feet along the arc of a 15.00-foot radius non-tangent curve to the left (center bears South 00°19'02" West and the long chord bears South 45°19'02" West 21.21 feet with a central angle of 90°00'00");

thence South 00°19'02" West 241.91 feet;

thence North 89°40'19" West 60.00 feet;

thence North 00°19'02" East 650.65 feet;

thence Northerly 36.66 feet along the arc of a 120.00-foot radius non-tangent curve to the left (center bears North 89°41'37" West and the long chord bears North 08°26'24" West 36.52 feet with a central angle of 17°29'33");

thence Northerly 55.01 feet along the arc of a 180.00-foot radius curve to the right (center bears North 72°48'50" East and the long chord bears North 08°26'04" West 54.79 feet with a central angle of 17°30'12")

thence North 00°19'02" East 55.00 feet;

thence Northwesterly 23.56 feet along the arc of a 15.00-foot radius tangent curve to the left (center bears North 89°40'58" West and the long chord bears North 44°40'58" West 21.21 feet with a central angle of 90°00'00");

thence North 00°19'02" East 60.00 feet;

thence Northeasterly 23.56 feet along the arc of a 15.00-foot radius non-tangent curve to the left (center bears North 00°19'02" East and the long chord bears North 45°19'02" East 21.21 feet with a central angle of 90°00'00");

thence North 00°19'02" East 117.00 feet to the Point of Beginning.

Contains: 64246 square feet or 1.475 acres.