

## **ASSIGNMENT OF DECLARANT RIGHTS**

This ASSIGNMENT OF DECLARANT RIGHTS ("**Assignment**") is entered into by and between TIOGA FUNDING REAL ESTATE GROUP, LLC a Utah limited liability company, Sawmill 16, LLC a Utah limited liability company, and SAWMILL 4&5, LLC a Utah limited liability company (collectively the "**Assignor**"), and WHALE WHITE, LLC, a Utah limited liability company ("**Assignee**") as of April 2, 2021 (the "effective date") in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged.

### **RECITALS**

1. TIOGA FUNDING REAL ESTATE GROUP, LLC a Utah limited liability company, SAWMILL 16, LLC a Utah limited liability company, and SAWMILL 4&5, LLC a Utah limited liability company is identified as the "Declarant" under the *Master Declaration of Covenants, Conditions, and Restrictions for Sunrise Ranch*, which was recorded in the Wasatch Recorder's Office on **August 22, 2019** as Entry Number **467136** ("**Declaration**").

2. The Declaration governs the Master Association for SAWMILL, and all real property subject to the Declaration at the time of its recording along with all real property annexed and made subject to the Declaration through the recording of supplemental declarations or otherwise. All land governed by the Declaration is collectively referred to herein as the "**Project**".

3. Assignor has the right to assign its rights and delegate its duties as the Declarant under the Declaration.

4. Assignor desires to assign the rights and delegate the duties as Declarant under the Declaration to Assignee and Assignee is willing to accept such assignment.

5. Pursuant to the terms of the Declaration, this Assignment is effective and binding upon execution and may, but does not need to, be recorded in the office of the Wasatch County Recorder.

### **AGREEMENT**

**NOW THEREFORE**, Assignor and Assignee agree as follows:

1. **Assignment.** Assignor does hereby assign all Declarant rights and delegates all Declarant duties, obligations, and responsibilities under the Declaration to Assignee.

2. **Acceptance.** Assignee hereby accepts the foregoing assignment of all of Assignors obligations responsibilities and duties under the Declaration and shall have and hold all of Assignors rights arising under the Declaration.

3. **No Warranty.** Assignor transfers all Declarant rights, obligations, and duties without warranty of any kind. Assignee's has performed its necessary due diligence and accepts Declarant's prior acts in its management of the Project and the Sawmill A Master Planned Community Master Association and agrees that it shall waive all claims against Assignor and shall have no claim for any act, for failure to perform any act, or for any claim of mismanagement. This release shall be construed broadly to prohibit all claims against Assignor that arise outside of the terms of this Assignment.

4. **Prior Liability.** Assignor agrees that it shall remain liable for acts and omissions to third parties performed as Declarant prior to the effective date of this Assignment. This Assignment shall not release Assignor from any claims or remedies a party may have against Assignor under the Declaration for Assignor's performance prior to this Assignment.

5. **No Further Liability.** Assignee shall be solely responsible and liable for all acts and omissions as Declarant after the effective date of this Assignment and the parties agree that Assignor shall have no further liability or fiduciary duty as a Declarant under the Declaration.

6. **Indemnification.**

(a) Assignor agrees to indemnify, defend, and hold harmless Assignee against any actions, suits, proceedings, liabilities, and damages which may result from the negligent acts or omissions of Assignor, its officers, agents, or employees in connection with the performance of its duties solely in its capacity as Declarant prior to the effective date of this Assignment.

(b) Assignee agrees to indemnify, defend, and hold harmless Assignor against any actions, suits, proceedings, liabilities, and damages which may result from the negligent acts or omissions of Assignee, its officers, agents, or employees in connection with the performance of its duties in its capacity as Declarant after the effective date of this Assignment.

(c) The parties mutually agree that the indemnification obligations in this Section shall only be provided for the benefit of the parties and at no time and under no circumstance, shall these indemnification obligations be assigned, transferred, assumed or otherwise made enforceable for the benefit of another person or entity.

7. **Insurance.** Assignee agrees to continue to maintain commercial liability and directors and officers insurance policies covering errors and omissions and all liabilities that may arise against Assignor by its acts of controlling the board of directors or managing the Sunrise Ranch Master Association as the Declarant under the Declaration.

8. **Authority.** Assignor warrants that it has full right and authority to assign the Declarant rights under the Declaration, and no other party has any right or interest in such Declarant rights.

9. **No Merger.** This Assignment shall not be construed as a merger, partnership, or consolidation of Assignor and Assignee. Assignee does not assume any obligations or liabilities of Assignor unrelated to the Declarant rights set forth in the Declaration and specifically disclaims liability for all obligations or liabilities that accrued by Assignor prior to the date of this Assignment.

10. **Survival.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

11. **Counterparts.** This Assignment may be executed in counterparts. The electronic transmission (including email and fax) of a signed copy of this Assignment and the retransmission of any signed electronic transmission shall be the same as delivery of an original.

12. **No Waiver.** Failure by either party to enforce any restriction or provision of this Assignment shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other restriction or provision.

13. **Applicable Law; Severability; Captions; Plurality.** This Assignment is being delivered and is intended to be performed in the State of Utah and shall be construed and enforced in accordance with and be governed by the laws of such State. In the event of any inapplicability or unenforceability of any provision of this Assignment, then such inapplicability or unenforceability shall not affect, limit or impair the validity or operation of all other provisions of this Assignment. The captions used herein are used for convenience only and shall not affect the interpretation of this Assignment. At all times, any word used in the singular herein shall also include the plural, and vice versa.

14. **Enforcement.** In any action brought to enforce this Assignment, the prevailing party is entitled to collect is attorney fees and costs, including any incurred in connection with any mediation, arbitration, litigation (including appeals, defense of any counter claims, cross claim, or third-party claim).

15. **Term.** The term of this Assignment shall commence on the date the last required signature below is executed and shall continue in perpetuity unless terminated

or amended by written consent of both of the parties. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and any of their successors.

**IN WITNESS WHEREOF**, this Assignment is executed by Assignors:

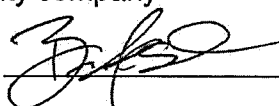
**TIOGA FUNDING REAL ESTATE GROUP, LLC** a Utah limited liability company

By:  \_\_\_\_\_

Name: HEATH JOHNSTON

Its: MANAGER

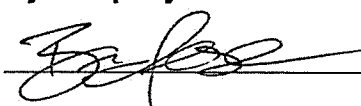
**SAWMILL 4&5, LLC** a Utah limited liability company

By:  \_\_\_\_\_

Name: BRAD JENSEN

Its: MANAGER

**SAWMILL 16, LLC** a Utah limited liability company

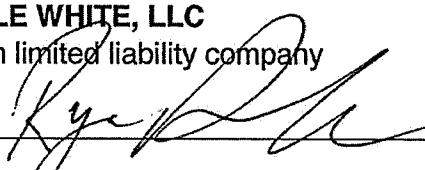
By:  \_\_\_\_\_

Name: BRAD JENSEN

Its: MANAGER

**IN WITNESS WHEREOF**, this Assignment is executed by Assignee:

**WHALE WHITE, LLC** a Utah limited liability company

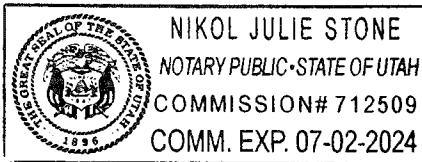
By:  \_\_\_\_\_

Name: Ryan Poelman

Its: Manager

State of Utah )  
County of Utah ) ss.

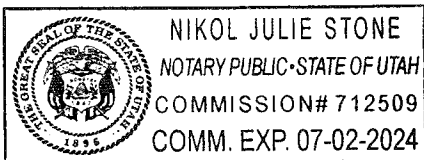
On the 4<sup>th</sup> day of April 2021, personally appeared before me Heath Johnston who by me being duly sworn, did say that she/he is an authorized representative of TIOGA FUNDING REAL ESTATE GROUP, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



Notary Public [Signature]

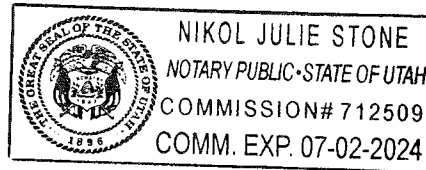
State of Utah )  
County of Utah ) ss.

On the 4<sup>th</sup> day of April 2021, personally appeared before me Brad Jensen who by me being duly sworn, did say that he is an authorized representative of SAWMILL 4&5, LLC, and SAWMILL 16, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



Notary Public [Signature]

State of Utah )  
County of Utah ) ss.



On the 4<sup>th</sup> day of April 2021, personally appeared before me Ryan Poelman who by me being duly sworn, did say that he is an authorized representative of WHALE WHITE, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public [Signature]

*Sawmill Phase 1A***EXHIBIT "A"  
LEGAL DESCRIPTION**

All of Units 101 thru 110 in Building 1, contained in the Sawmill Condos Subdivision plat, in Phase 1A, a condominium project as recorded in Wasatch County Corp recorder's office, as Entry No. 4631334 on August 22, 2019, and in the Declaration of Condominium for Sawmill Condominiums as recorded as Entry No. 467135, Book 1262, Page 23-83 on August 22, 2019,

Together with the appurtenant undivided interest in said project's Common area as established in projects said Declaration.

<b>Building</b>	<b>Unit No.</b>	<b>Parcel ID</b>
1	101	00-0021-4423
1	102	00-0021-4424
1	103	00-0021-4425
1	104	00-0021-4426
1	150	00-0021-4427
1	106	00-0021-4428
1	107	00-0021-4429
1	108	00-0021-4430
1	109	00-0021-4431
1	110	00-0021-4432

All of Units 201 thru 210 in Buildings 2, contained in the Sawmill Condos Subdivision plat, in Phase 1A, a condominium project as recorded in Wasatch County Corp recorder's office, as Entry No. 491260 on December 29, 2020, and in the Declaration of Condominium for Sawmill Condominiums as recorded as Entry No. 467135, Book 1262, Page 23-83 on August 22, 2019,

Together with the appurtenant undivided interest in said project's Common area as established in projects said Declaration.

<b>Building</b>	<b>Unit No.</b>	<b>Parcel ID</b>
2	201	00-0021-5483
2	202	00-0021-5484
2	203	00-0021-5485
2	204	00-0021-5486
2	205	00-0021-5487
2	206	00-0021-5488
2	207	00-0021-5489
2	208	00-0021-5490

2	209	00-0021-5491
2	210	00-0021-5492

All of Units 301 thru 310 in Building 3, contained in the Sawmill Condos Subdivision plat, in Phase 1A, a condominium project as recorded in Wasatch County Corp recorder's office, as Entry No. 491261 on December 29, 2020, and in the Declaration of Condominium for Sawmill Condominiums as recorded as Entry No. 467135, Book 1262, Page 23-83 on August 22, 2019,

Together with the appurtenant undivided interest in said project's Common area as established in projects said Declaration.

Building	Unit No.	Parcel ID
3	301	00-0021-5493
3	302	00-0021-5494
3	303	00-0021-5495
3	304	00-0021-5496
3	305	00-0021-5497
3	306	00-0021-5498
3	307	00-0021-5499
3	308	00-0021-5500
3	309	00-0021-5501
3	310	00-0021-5502

All of Units 401 thru 410 in Building 4, contained in the Sawmill Condos Subdivision plat, in Phase 1A, a condominium project as recorded in Wasatch County Corp recorder's office, as Entry No. 491262 on December 29, 2020, and in the Declaration of Condominium for Sawmill Condominiums as recorded as Entry No. 467135, Book 1262, Page 23-83 on August 22, 2019,

Together with the appurtenant undivided interest in said project's Common area as established in projects said Declaration.

Building	Unit No.	Parcel ID
4	401	00-0021-5503
4	402	00-0021-5504
4	403	00-0021-5505
4	404	00-0021-5506
4	405	00-0021-5507
4	406	00-0021-5508

4	407	00-0021-5509
4	408	00-0021-5510
4	409	00-0021-5511
4	410	00-0021-5512

All of Units 501 thru 510 in Building 5, contained in the Sawmill Condos Subdivision plat, in Phase 1A, a condominium project as recorded in Wasatch County Corp recorder's office, as Entry No. 491263 on December 29, 2020, and in the Declaration of Condominium for Sawmill Condominiums as recorded as Entry No. 467135, Book 1262, Page 23-83 on August 22, 2019,

Together with the appurtenant undivided interest in said project's Common area as established in projects said Declaration.

Building	Unit No.	Parcel ID
5	501	00-0021-5513
5	502	00-0021-5514
5	503	00-0021-5515
5	504	00-0021-5516
5	505	00-0021-5517
5	506	00-0021-5518
5	507	00-0021-5519
5	508	00-0021-5520
5	509	00-0021-5521
5	510	00-0021-5522

All of Units 601 thru 610 in Building 6, contained in the Sawmill Condos Subdivision plat, in Phase 1A, a condominium project as recorded in Wasatch County Corp recorder's office, as Entry No. 491264 on December 29, 2020, and in the Declaration of Condominium for Sawmill Condominiums as recorded as Entry No. 467135, Book 1262, Page 23-83 on August 22, 2019,

Together with the appurtenant undivided interest in said project's Common area as established in projects said Declaration.

Building	Unit No.	Parcel ID
6	601	00-0021-5523
6	602	00-0021-5524
6	603	00-0021-5525
6	604	00-0021-5526
6	605	00-0021-5527



6	606	00-0021-5528
6	607	00-0021-5529
6	608	00-0021-5530
6	609	00-0021-5531
6	610	00-0021-5532

All of Units 701 thru 710 in Building 7, contained in the Sawmill Condos Subdivision plat, in Phase 1A, a condominium project as recorded in Wasatch County Corp recorder's office, as Entry No. 491265 on December 29, 2020, and in the Declaration of Condominium for Sawmill Condominiums as recorded as Entry No. 467135, Book 1262, Page 23-83 on August 22, 2019,

Together with the appurtenant undivided interest in said project's Common area as established in projects said Declaration.

Building	Unit No.	Parcel ID
7	701	00-0021-5533
7	702	00-0021-5534
7	703	00-0021-5535
7	704	00-0021-5536
7	705	00-0021-5537
7	706	00-0021-5538
7	707	00-0021-5539
7	708	00-0021-5540
7	709	00-0021-5541
7	710	00-0021-5542

*Sawmill Subdivision Phase 2B*

**PARCEL 1:**

**UNITS 201 through 249, INCLUSIVE, SAWMILL SUBDIVISION, PHASE 2B, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED NOVEMBER 28, 2023 AS ENTRY NO. 539120 IN BOOK 1459 AT PAGE 1482 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.**

**Tax Parcel No.** 00-0021-9067; 00-0021-9068, 00-0021-9069; 00-0021-9070; 00-0021-9071; 00-0021-9072; 00-0021-9073; 00-0021-9074; 00-0021-9075; 00-0021-9076; 00-0021-9077; 00-0021-9078; 00-0021-9079; 00-0021-9080; 00-0021-9081; 00-0021-9082; 00-0021-9083; 00-0021-9084; 00-0021-9085; 00-0021-9086; 00-0021-9087; 00-0021-9088; 00-0021-9089; 00-0021-9090; 00-0021-9091; 00-0021-9092; 00-0021-9093; 00-0021-9094; 00-0021-9095; 00-0021-9096; 00-0021-9097; 00-0021-9098; 00-0021-9099; 00-0021-9100; 00-0021-9101; 00-0021-9102; 00-0021-9103; 00-0021-9104; 00-0021-9105; 00-0021-9106; 00-0021-9107; 00-0021-9108; 00-0021-9109; 00-0021-9110; 00-0021-9111; 00-0021-9112; 00-0021-9113; 00-0021-9114; 00-0021-9115

SAWMILL PHASE 3

PLAT BOUNDARY LEGAL DESCRIPTION

BEGINNING AT A POINT THAT LIES S00°24'01"E 1571.50 FEET AND WEST 1798.91 FEET FROM THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS S 00°24'01" E 2672.84 FEET BETWEEN THE KNOWN LOCATION OF THE NORTHWEST CORNER AND THE FOUND EAST ONE-QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN);

THENCE WEST 192.16 FEET; THENCE N00°10'50"W 421.52 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 538.50 FEET; THENCE 21.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°20'22", WITH A CHORD BEARING AND DISTANCE OF N01°21'01"W 21.99 FEET; THENCE EAST 169.32 FEET; THENCE NORTH 8.38 FEET; THENCE EAST 24.69 FEET; THENCE SOUTH 451.88 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1.968 ACRES, OR 85,744 SQUARE FEET.

parcel id: 0000218257

*Sawmill Subdivision Phase 5*

**PARCEL 2:**

**UNITS 501 through 561, INCLUSIVE, SAWMILL SUBDIVISION, PHASE 5, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MAY 12, 2021 AS ENTRY NO. 500083 IN BOOK 1355 AT PAGE 62 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.**

**Tax Parcel No.** 00-0021-6145; 00-0021-6146, 00-0021-6147; 00-0021-6148; 00-0021-6149; 00-0021-6150; 00-0021-6151; 00-0021-6152; 00-0021-6153; 00-0021-6154; 00-0021-6155; 00-0021-6156; 00-0021-6157; 00-0021-6158; 00-0021-6159; 00-0021-6160; 00-0021-6161; 00-0021-6162; 00-0021-6163; 00-0021-6164; 00-0021-6165; 00-0021-6166; 00-0021-6167; 00-0021-6168; 00-0021-6169; 00-0021-6170; 00-0021-6171; 00-0021-6172; 00-0021-6173; 00-0021-6174; 00-0021-6175; 00-0021-6176; 00-0021-6177; 00-0021-6178; 00-0021-6179; 00-0021-6180; 00-0021-6181; 00-0021-6182; 00-0021-6183; 00-0021-6184; 00-0021-6185; 00-0021-6186; 00-0021-6187; 00-0021-6188; 00-0021-6189; 00-0021-6190; 00-0021-6191; 00-0021-6192; 00-0021-6193, 00-0021-6194; 00-0021-6195; 00-0021-6196; 00-0021-6197; 00-0021-6198; 00-0021-6199; 00-0021-6200; 00-0021-6201; 00-0021-6202; 00-0021-6203; 00-0021-6204; 00-0021-6205

SAWMILL SUBDIVISION PHASE 6  
BOUNDARY LEGAL DESCRIPTION

BEGINNING NORTH 00°24'01" WEST ALONG THE SECTION LINE 63.58 FEET AND WEST 1327.35 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN TO THE POINT OF BEGINNING SAID POINT OF BEGINNING BEING ON THE NORTH ROW OF HIDDEN CREEK ROAD ACCORDING TO THAT CERTAIN SAWMILL SUBDIVISION PHASE 5 PLAT RECORDED AS ENTRY NUMBER 500083 OFFICIAL RECORDS WASATCH COUNTY.

THENCE FROM SAID POINT OF BEGINNING S00°00'26"W 63.99 FEET TO THE SOUTH ROW LINE OF HIDDEN CREEK ROAD; THENCE S89°15'51"W 432.75 FEET; THENCE N88°09'35"W 235.01 FEET; THENCE N00°10'50"W 1,099.74 FEET; THENCE EAST 714.63 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 175.00 FEET; AND TO WHICH POINT A RADIAL LINE BEARS NORTH THENCE 62.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°30'26", WITH A CHORD BEARING AND DISTANCE OF S79°44'47"E 62.30 FEET; THENCE S69°29'34"E 33.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 119.00 FEET; THENCE 42.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°30'26", WITH A CHORD BEARING AND DISTANCE OF S79°44'47"E 42.37 FEET; THENCE EAST 53.12 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 13.00 FEET; THENCE 20.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°09'27", WITH A CHORD BEARING AND DISTANCE OF N44°55'16"E 18.41 FEET TO THE WEST OF SAWMILL BLVD ACCORDING TO THAT CERTAIN Q.C. DEED RECORDED AS ENTRY NUMBER 457931 OF OFFICIAL RECORDS OF WASATCH COUNTY; THENCE ALONG SAID W ROW S00°09'27"E 88.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 13.00 FEET; AND TO WHICH POINT A RADIAL LINE BEARS N89°50'33"E THENCE 20.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°50'33", WITH A CHORD BEARING AND DISTANCE OF N45°04'43"W 18.36 FEET; THENCE WEST 53.36 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 181.00 FEET; THENCE 64.78 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°30'26", WITH A CHORD BEARING AND DISTANCE OF N79°44'47"W 64.44 FEET; THENCE N69°29'34"W 33.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 113.00 FEET; THENCE 40.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°30'26", WITH A CHORD BEARING AND DISTANCE OF N79°44'47"W 40.23 FEET; THENCE WEST 500.47 FEET; THENCE SOUTH 370.00 FEET; THENCE EAST 10.50 FEET; THENCE SOUTH 605.60 FEET; THENCE S89°58'58"E 446.42 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 7.234 ACRES, OR 315,095 SQUARE FEET,

Parcel ID: 0000212375,

SAWMILL PHASE 8

PLAT BOUNDARY LEGAL DESCRIPTION

BEGINNING AT A POINT THAT LIES SOUTH 00°24'01" EAST ALONG THE SECTION LINE 1676.85 FEET AND WEST 1076.39 FEET FROM THE KNOWN LOCATION OF THE WASATCH COUNTY SURVEY MONUMENT FOR THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT OF BEGINNING BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAWMILL BOULEVARD AS DESCRIBED IN THAT CERTAIN QUIT-CLAIM DEED RECORDED AS ENTRY NUMBER 457931 IN THE OFFICIAL RECORDS OF WASATCH COUNTY, UTAH;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S00°09'27"E 326.65 FEET; THENCE WEST 702.15 FEET; THENCE NORTH 370.00 FEET; THENCE EAST 500.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 113.00 FEET; THENCE 40.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°30'26", WITH A CHORD BEARING AND DISTANCE OF S79°44'47"E 40.23 FEET; THENCE S69°29'34"E 33.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 181.00 FEET; THENCE 64.78 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°30'26", WITH A CHORD BEARING AND DISTANCE OF S79°44'47"E 64.44 FEET; THENCE EAST 53.36 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 13.00 FEET; THENCE 20.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°50'33", WITH A CHORD BEARING AND DISTANCE OF S45°04'43"E 18.36 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF SAWMILL BOULEVARD AND THE POINT OF BEGINNING.

PARCEL CONTAINS 5.862 ACRES, OR 255,369 SQUARE FEET.

parcel ID	<del>0000 21 8227</del>	0000 21	5894
		0000 21	8253
		0000 21	8349
		0000 21	8254