

WHEN RECORDED, MAIL TO:

THE SANCTUARY AT LEHI, LLC  
Attn: Brian Hobbs  
205 N 400 W, Ste 300  
Salt Lake City, Utah 84103

ENT 60845:2024 PG 1 of 16  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2024 Sep 05 04:51 PM FEE 40.00 BY TM  
RECORDED FOR US Title Insurance Agency  
ELECTRONICALLY RECORDED

US Title 076255

(Space Above for Recorder's Use)

**ACCESS AND UTILITY EASEMENT**  
**AND**  
**SHARED MAINTENANCE AGREEMENT**  
**(Connector Road)**

THIS ACCESS AND UTILITY EASEMENT AND SHARED MAINTENANCE AGREEMENT (this "**Agreement**") is made and entered into as of September 5th, 2024 (the "**Effective Date**"), by and between THE SANCTUARY AT LEHI, LLC, a Delaware limited liability company ("**Sanctuary**"); and MPT OF LEHI-STEWARD, LLC, a Delaware limited liability company ("**MPT**"). Sanctuary and MPT may be collectively referred to herein as the "**Parties**," and individually as a "**Party**."

**RECITALS**

A. Sanctuary owns certain real property (the "**Sanctuary Parcel**") located in Utah County, Utah, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. MPT owns certain real property (the "**MPT Parcel**," and collectively with the Sanctuary Parcel, the "**Parcels**") located adjacent to the Sanctuary Parcel in Utah County, Utah, as more particularly described on Exhibit B attached hereto and incorporated herein by this reference. Catholic Health Initiatives Colorado, a Colorado nonprofit corporation, is the current tenant of the MPT Parcel ("**MPT Tenant**").

C. Sanctuary desires to receive a perpetual and non-exclusive easement for access on, over, and across a portion of the MPT Parcel more particularly described and depicted on Exhibit C attached hereto and incorporated herein by this reference ("**Easement Area**") and for Utility Lines (defined later), and MPT desires to grant such an easement to Sanctuary, subject to the terms of this Agreement. This Agreement is executed pursuant to that certain Hospital Development Agreement dated as of February 6, 2024, among MPT, MPT Tenant, Sanctuary, and certain other parties ("**Development Agreement**"). Pursuant to the Development Agreement, Sanctuary, among other things, is required to install an asphalt two-lane, two-way road on the Easement Area (the "**Connector Road**").

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Easements.

1.1. Intentionally Deleted.

1.2. Grant of Access Easement to Sanctuary. MPT, as the owner of the MPT Parcel, hereby grants, conveys, transfers, and assigns to Sanctuary, for the benefit of the Sanctuary Parcel, a perpetual and non-exclusive easement on, under, over, and across the Easement Area for the purpose of vehicular and pedestrian access, and for the use of the Connector Road (the "**Access Easement**"). The Access Easement, as well as all access and other rights provided for in this Agreement, will permit Sanctuary to access the Sanctuary Parcel for any possible present or future use to which the Sanctuary Parcel may be put.<sup>1</sup>

1.3. Grant of Utility Easements to Sanctuary. MPT hereby grants, conveys, transfers, and assigns to Sanctuary, for the benefit of the Sanctuary Parcel, a perpetual and non-exclusive easement on, under, over, and across the Easement Area to construct, install, operate, maintain and replace Utility Lines (the "**Utility Easement**," and together with the Construction Easement and the Access Easement, the "**Easements**"). "**Utility Lines**" means underground and above ground wires, pipes and other conduits for electricity, gas, telephone, cable, water, sanitary and storm sewers and other services for the benefit of the buildings and improvements located on the Sanctuary Parcel.

1.4. Permittees. The Easements may be used by Sanctuary and its Permittees (defined below). The term "**Permittees**" shall mean agents, employees, contractors, subcontractors, guests, invitees, licensees, and customers of a Party.

2. Maintenance of Easement Area.

2.1. Following the installation of the Connector Road, MPT, as the fee owner of the MPT Parcel ("**MPT Owner**"), shall, at the joint cost of the fee owners of the MPT Parcel and Sanctuary Parcel (each, an "**Owner**") to be allocated and paid for as set forth in this Section 2, keep or cause to be kept the Easement Area and all improvements now or hereafter situated thereon, including, without limitation, the Connector Road, (i) in good condition and repair, reasonably free and clear from obstruction, debris, hazard, and nuisance and in accordance will all applicable laws and regulations, and (ii) in a workmanlike and acceptable manner such that Sanctuary may utilize the Access Easement and the Utility Easement in such a manner as to allow Sanctuary to access and use the Easement Area for the purposes specified in Section 1 above.

2.2. The Owner of each Parcel shall pay their respective shares of the cost and expense of maintaining the Easement Area based on their respective Owners Percentages ("**Owner's Proportionate Share**"). "**Owners Percentages**" means the percentage assigned to

<sup>1</sup> NTD: Connector Road is not a primary access road to Sanctuary's parcel; there is another road in front of Sanctuary's parcel that will serve as primary access; however, the parties have never discussed including any qualifiers on Sanctuary's use of the road and Sanctuary wants to avoid adding them now.

each Parcel for the purpose of allocating the costs of maintenance, repair and replacement pursuant to this Section 2.2. The Owners Percentages for the Parcels is as follows:

MPT Parcel	50%
Sanctuary Parcel	50%

2.3. MPT Owner shall invoice the fee owner of the Sanctuary Parcel (“**Sanctuary Owner**”) on a regular periodic basis (but not less frequently than annually or more frequently than monthly) for its Owner’s Proportionate Share based on the approved Budget (defined later). The Sanctuary Owner shall pay the invoice within thirty (30) days of its receipt of the invoice. If the Sanctuary Owner fails to timely pay an invoice, then the unpaid balance shall without further notice accrue interest at the rate of eight percent (8%) per annum, but in no event shall the MPT Owner have the right to place a lien on the Sanctuary Parcel for such failure to pay. Notwithstanding the foregoing to the contrary, interest shall not accrue on the first late payment per calendar year.

2.4. Within ninety (90) days after the end of each calendar year, MPT Owner shall furnish to Sanctuary Owner a statement of actual costs to maintain the Easement Area and Sanctuary Owner’s Proportionate Share for the previous calendar year. A lump sum payment will be made by Sanctuary Owner, within thirty (30) days of its receipt of that statement, equal to the excess, if any, of the actual amount of Sanctuary Owner’s Proportionate Share over all amounts paid by Sanctuary Owner with respect to Sanctuary Owner’s Proportionate Share for the preceding calendar year. If the amount of Sanctuary Owner’s Proportionate Share of the Operating Costs is less than the estimated amounts paid by Sanctuary Owner with respect to Sanctuary Owner’s Proportionate Share of Operating Costs for such calendar year, MPT Owner shall apply the difference (the “**Overage**”) to the next accruing installment of Sanctuary Owner’s Proportionate Share due hereunder or, if necessary, subsequently accruing installments of Sanctuary Owner’s Proportionate Share until the entire Overage amount is credited.

2.5. The MPT Owner shall provide to the Sanctuary Owner proposed annual budget for the maintenance, replacement and repair of the Common Access Area (the “**Budget**”). The initial Budget shall be submitted not later than thirty (30) days after the completion of the Connector Road and shall run through the end of the calendar year in which such completion occurs. Thereafter, the Budget shall be on a calendar year basis and the MPT Owner shall submit the proposed Budget for next calendar year to Sanctuary Owner not less than ninety (90) days before the end of the current calendar year. The Budget shall be subject to the prior written approval of the Sanctuary Owner, which approval shall not be unreasonably withheld, conditioned or delayed. Within ten (10) business days after the receipt of the Budget, the Sanctuary Owner may object in writing to any matter set forth therein. Any objection shall specify the items to which the Sanctuary Owner objects, state the basis for the objection and state the changes, which if made, would cause the Sanctuary Owner to grant approval. If the Sanctuary Owner does not object in reasonable written detail to the proposed Budget within thirty (30) business days after receipt of the Budget, it shall be deemed to have disapproved the Budget. As to any portion of the Budget as to which the Sanctuary Owner has timely objected or if the Budget has been deemed disapproved as provided in the preceding sentence, the MPT Owner and the Sanctuary Owner shall negotiate in good faith to resolve their differences.

2.6. The Sanctuary Owner shall have the right to cause an audit of the books and records relevant to the maintenance, replacement and repair expenses maintained by the MPT Owner. The audit shall be by an independent certified public accountant. The Sanctuary Owner shall notify the MPT Owner of its intent to audit at least ten (10) business days prior to the requested audit date (which shall be an ordinary business day). If the audit discloses that the applicable expenses invoiced were less than the applicable expenses actually paid, then the Sanctuary Owner shall pay any resulting deficiency to the MPT Owner within twenty (20) days after the completion of the audit. Conversely, if the audit discloses that the applicable expenses invoiced were greater than the applicable expenses actually paid, then the MPT Owner shall either credit such overpayment to the costs and expenses being incurred for then then current twelve (12) month period or repay any resulting overpayment to the Sanctuary Owner within twenty (20) days after the completion of the audit. The audit cost shall be borne solely by the Owner requesting the audit, unless any resulting payment in favor of such Owner for any applicable twelve (12) month period shall exceed three percent (3%) of the expenses previously invoiced for that twelve (12) month period, in which case the MPT Owner shall pay the cost of the audit within ten (10) days of the Sanctuary Owner's invoice.

2.7. MPT Owner may at any time delegate the some or all of its obligations set forth in this Section 2 to MPT Tenant or another occupant of the MPT Parcel or cause some or all of such obligations to be performed by a reputable management company.

2.8. Each Party agrees to promptly repair any damage, other than normal wear and tear, to the Easement Area directly caused by such Party or its Permittees. The damage caused by normal wear and tear and the regular use of the Easement Area will be repaired and taken care of pursuant to Sections 2.1-2.8 above.

3. No Interference. Neither MPT nor its Permittees shall make any use of the Easement Area or the Connector Road that interferes or is inconsistent with the use and enjoyment of the same by Sanctuary and its Permittees for the purposes set forth in Section 1 of this Agreement; provided, however, MPT, MPT Tenant (for as long as it remains the tenant of the Grantor Property) and their Permittees shall be entitled to use the Connector Road. No Party shall erect any wall, fence, or other barrier or obstacle on the Easement Area that would cause an obstruction of the Connector Road. To the extent MPT desires to make any improvements to the Easement Area following the construction of the Connector Road, all such improvements shall be consistent with any existing Connector Road improvements, shall not materially and unreasonably interfere with the use and enjoyment of the Easement Area by Sanctuary and its Permittees, shall comply with all applicable governmental requirements, and shall be undertaken and completed with due diligence, at MPT's sole cost.

4. Duration. The Easements and each covenant and restriction set forth in this Agreement shall be perpetual.

5. Self Help. In the event a Party defaults in its obligations to maintain and repair that portion of the Easement Area that is such Party's responsibility to repair and maintain pursuant to Section 2, after thirty (30) days written notice (unless in case of emergency wherein no written notice will be required) to the defaulting Party, the non-defaulting Party may undertake to complete the maintenance and repair of the same; provided, however, so long as the defaulting Party has commenced efforts to repair or maintain the Easement Area within such thirty (30) day period and

diligently pursues such repair or maintenance to completion as soon as reasonably practical thereafter, the non-defaulting Party shall have no right to self-help as set forth herein. Upon the completion of the maintenance or repair by the non-defaulting Party, provided the non-defaulting Party was entitled to complete the maintenance or repair in accordance with this Section, the defaulting Party shall pay non-defaulting Party the reasonable out-of-pocket costs of maintaining or repairing the same, within thirty (30) days after receipt of a statement itemizing the costs incurred. If such amount remains unpaid after thirty (30) days, such unpaid amounts shall bear interest at eight percent (8%) per annum.

6. Compliance with Laws. The Parties will comply with all applicable present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary.

7. Insurance. Each of the Parties shall obtain and maintain a policy of commercial general liability insurance sufficient to insure its respective interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Easement Area.

8. Notices. Any notice required or desired to be given under this Agreement will be considered given: (i) when delivered in person to the recipient named below, (ii) when delivered by a reputable overnight delivery service, or (iii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices sent to MPT shall be sent to MPT Tenant. All notices shall be given at the following addresses:

If to Sanctuary:

SANCTUARY AT LEHI, LLC  
Brian Hobbs  
205 N 400 W, Ste 300  
Salt Lake City, Utah 84103  
Email: brian.hobbs@saltdev.com

If to MPT:

MPT OF LEHI-STEWARD, LLC  
c/o MPT Operating Partnership, L.P.  
1000 Urban Center Drive, Suite 501  
Birmingham, Alabama 35242  
Attn: Legal Department  
Fax: (205) 969-3756  
Email: legal@medicalpropertiestrust.com

If to MPT Tenant:

Catholic Health Initiatives Colorado  
9100 E. Mineral Circle  
Centennial, CO 80012  
Attn: Vice President of Real Estate and Construction

Catholic Health Initiatives Colorado

9100 E. Mineral Circle  
Centennial, CO 80012  
Attn: General Counsel

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

9. Miscellaneous.

9.1. Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. The Parties acknowledge and agree that all of the terms and conditions of this Agreement are contractual in nature and shall be interpreted under any applicable law as contractual obligations, and each party waives any claims or defenses to the contrary.

9.2. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah, without giving effect to its conflicts of law principles.

9.3. Run with The Land; Successors. All provisions of this Agreement, including the benefits and burdens, shall run with title to the MPT Parcel and the Sanctuary Parcel, respectively, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties, and their respective successors and assigns.

9.4. Integration. This Agreement, together with the Development Agreement and all agreements executed pursuant to the Development Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provision hereof. No amendment of this Agreement shall be effective unless such amendment has been executed and notarized by the Parties and further provided that any such amendment is recorded in the Official Records of the Recorder's Office of Utah County, Utah ("**Official Records**").

9.5. Rights and Remedies; No Termination. The rights and remedies of the Parties are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. The Parties confirm that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. For as long as MPT is the tenant of the Grantor Property, MPT Tenant shall be entitled to enforce all rights and remedies of MPT against Sanctuary or the successor owner of the Sanctuary Parcel. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as at law or otherwise. Notwithstanding anything to the contrary contained in this Agreement, it is expressly agreed that no breach of or

event of default under this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement in whole or in part.

9.6. Litigation Expenses. If any action at law or in equity, or any special proceeding (including bankruptcy proceedings and appeals from lower court rulings), be instituted by either Party against the other Party to enforce this Agreement or any rights arising hereunder, or in connection with the subject matter hereof, the prevailing party shall be entitled to recover all costs of suit and reasonable attorneys' fees. For purposes of this Section, the term "prevailing party" shall, in the case of a claimant, be the Party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the party who is successful in denying substantially all of the relief sought by the claimant.

9.7. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

9.8. Recording. This Agreement shall be recorded in the Official Records.

9.9. Private Use; No Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of either the MPT Parcel or the Sanctuary Parcel to the general public or for the public or for any public purpose. The rights and easements herein created are private.

9.10. No Waiver. No waiver by any Party of any default under this Agreement shall be effective or binding on such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Agreement.

9.11. Priority. The Parties acknowledge their mutual intent and desire that this Agreement and the Easements shall be and remain at all times senior and superior in title and priority to any mortgage, deed of trust or similar lien at any time encumbering any of the Parcels.

9.12. Severability. Any provision of this Agreement determined to be in violation of any law shall be void but shall not affect the validity and enforceability and all other provisions hereof.

9.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document, with the same effect as if all parties had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart hereof.

*[signatures and acknowledgements are on the following pages]*



IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above given.

**SANCTUARY:**

**THE SANCTUARY AT LEHI, LLC,**  
a Delaware limited liability company

By: Rock SALT II, LLC,  
a Delaware limited liability company  
Its: Manager

By: [Signature]  
Name: Clint Brian Hobbs  
Title: Manager

By: [Signature]  
Name: Thomas D. Vegh  
Title: Manager

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Utah )  
County of Salt Lake )

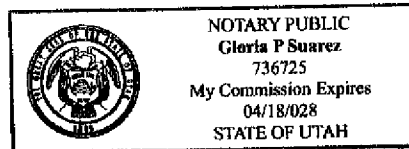
On June 6, 2024, before me, Gloria P. Suarez,  
(insert name and title of the officer)

Notary Public, personally appeared Clint Brian Hobbs,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



(Seal) [Signature]

[Signature Page to Access and Utility Easement and Shared Maintenance Agreement]

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Utah )  
County of Salt Lake )

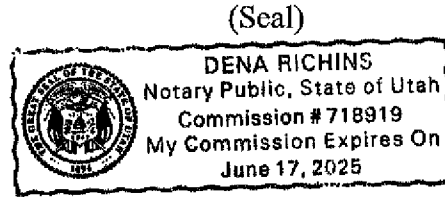
On 6/11/24, before me, Dena Richins,  
(insert name and title of the officer)

Notary Public, personally appeared Thomas D. Vega,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dena Richins



[Signature Page to Access and Utility Easement and Shared Maintenance Agreement]

MPT:

MPT:

MPT OF LEHI-STEWART, LLC

By: MPT Operating Partnership, L.P.  
Its: Sole Member

By: Kevin Halleran  
Kevin Halleran, Authorized Representative

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Illinois  
County of Cook

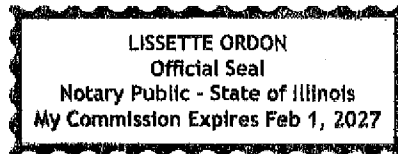
On June 11, 2024, before me, Notary Public, personally appeared Kevin Halleran, Authorized Representative, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lisette Ordon

(Seal)



[Signature Page to Access and Utility Easement and Shared Maintenance Agreement]

MPT TENANT CONSENT

The undersigned is the current tenant of the MPT Parcel described in the foregoing Access And Utility Easement And Shared Maintenance Agreement (the "Connector Road Agreement"). The undersigned hereby consents to the Connector Road Agreement and agrees to comply with its terms.

CATHOLIC HEALTH INITIATIVES COLORADO,  
a Colorado nonprofit corporation

By: Andrew Gaasch  
Name: Andrew Gaasch  
Its: Treasurer

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF COLORADO )

COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 13 day of May, 2024 by Andrew Gaasch as Treasurer of CATHOLIC HEALTH INITIATIVES COLORADO, a Colorado nonprofit corporation.

WITNESS my hand and official seal.

Signature Bonnie Roper

(Seal)

BONNIE JOANN ROPER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20234017563  
MY COMMISSION EXPIRES MAY 09, 2027

[Signature Page to Access and Utility Easement and Shared Maintenance Agreement]

**EXHIBIT A**

Legal Description of the Sanctuary Parcel

A parcel of land located in Utah County, Utah and more particularly described as follows:

Lots 1 and 2, Sanctuary, a Commercial Subdivision, Amending Lot 2 of Lehi Botanical Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

For reference only: Tax Parcel Nos.: 66:910:0001; 66:910:0005.

**EXHIBIT B**

Legal Description of MPT Parcel

A parcel of land located in Utah County, Utah and more particularly described as follows:

All of Lot 5, Mountain Point Medical Center Commercial Subdivision – 1<sup>st</sup> Amendment, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

Parcel No. 46:927:0005

**EXHIBIT C**

**Legal Description and Depiction of the Easement Area**

January 12, 2022

HOPE DRIVE - #5

**FROM MOUNTAIN POINT MEDICAL CENTER**

A part of the Southeast Quarter of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian:

Beginning at a point on the North line of Lot 2 Lehi Botanical Subdivision, Amended Lehi Industrial Park, Plat 'A', Lehi City, Utah County, Utah; said point being 1353.60 feet North 0°09'32" East along a Section line and 1802.08 feet West and 49.50 feet South 88°58'47" West along said North line of Lot 2 from the Southeast corner of said Section 31; and running thence South 88°58'47" West 474.56 feet along said North line of Lot 2; thence North 0°25'13" West 16.50 feet; thence North 47°39'22" East 60.47 feet; thence North 88°23'39" East 428.80 feet; thence South 1°12'35" East 60.81 feet to the point of beginning.

Contains 26,797 Square Feet

Or 0.615 Acre

Basis of Bear is North 0°09'32" East from the Southeast corner of said Section 31 to the East Quarter Corner.

