When recorded, please return to: St. George City - Engineering 175 East 200 North \$1. George, UT 84770

AGREEMENT

UU/13582 bk 1398 P3 1640
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2001 MAR 07 11:39 AFFE \$.00 BY OC
FOR: ST GEORGE CITE ENGINEERING DEPT

THIS AGREEMENT entered into this 5th day of February, 200, by and between the City of St. George, a Utah municipal corporation, hereinafter referred to as "City", and Cottam Place, Ltd., a Utah partnership, and Troy Danklef, an individual, herein Cottam Place, Ltd. and Troy Danklef are collectively referred to as "Cottam."

WITNESS:

WHEREAS, for the health and safety of its citizens, the City intends on widening and improving River Road between 1450 South and 2450 South;

WHEREAS, Cottam owns real property on River Road between 1450 South and 2450 South;

WHEREAS, the proposed improvements require that a portion of the Cottam property be dedicated to the City as a road and additional property be subject to an easement for public utilities and drainage;

whereas, the City proposes to make certain improvements to the remaining Cottam property to offset the lost value due to the conveyance of property via the road dedication and the loss in value of the property due to the easement;

WHEREAS, the proposed improvements are equal in value to the value of the dedication and easement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby covenant and agree as follows:

AGREEMENT

Deed of Dedication: Cottam will convey the following to the City with regard to the property being dedicated to the City for a public street:

a. By Deed of Dedication, for public use, for a public street, a strip of land eighty feet (80') wide on River Road, being more particularly described on Exhibit "A", attached hereto and made a part hereof. It is understood that the property described in Exhibit "A" refers to the strip of land which will eventually be needed for the improvements on River Road between 1450 South and 2450 South, and that the Deed of Dedication is intended to apply to any portion of real property contained therein which Cottam may own or claim any interest in.

b. By Deed of Dedication, a temporary construction easement along either side of

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said eighty foot (80) strip extending to such width as may be reasonably necessary, but in no instance shall this temporary construction easement extend beyond thirty feet (30') on either side of the proposed eighty foot (80') strip for construction purposes required or related to the dedication provided herein including slopes, drainage, and related coadway support features. Any disturbance in the temporary construction easement shall be restored to a condition equal to or better than its original state.

- c. By Deed of Dedication, a perpetual slope easement adjacent to the three (3) driveways for maintenance and reasonable servicing of said roadway support features from and after the date of their construction.
- 2. <u>Drainage and Utilities Easement</u>: Cottam will convey the following with regard to the property being deeded to the City for a drainage and underground utilities easement:
 - a. By drainage and underground utilities easement, a perpetual fifteen food (5') easement to use, operate, inspect, repair, maintain, replace or remove drainage facilities and utility facilities and associated structures over, across and through the land owned by Cottam, situated in Washington County, State of Utah, as more particularly described in Exhibit "B", and shown on the accompanying map (Exhibit "C"), together with the right of ingress and egress over the fifteen foot (15') strip owned by Cottam for the purposes of this easement. Such easement will be used by the City if utilities within said easement is to be repaired, replaced, or maintained that the area will be restored to its original condition. It is understood that the property described in Exhibit "B" refers to the strip of land which will eventually be needed for the easements on River Road between 1450 South and 2450 South, and that the Easement is intended to apply to any portion of real property contained therein which Cottam may own or claim any interest in
 - b. By drainage and utilities easement, a twenty-five foot (25') temporary construction easement to erect, construct, install and lay drainage facilities and utility facilities, and associated structures under, over, across and through land owned by Cottam, situated in Washington County, State of Utah, as more particularly described in Exhibit "B", and shown on the accompanying map (Exhibit "C"). The duration of this temporary construction easement shall be one (1) year from the date of this agreement. Any disturbance in the temporary construction easement shall be restored to a condition equal to or better than its original state.
- 3. Construction of Road. The following provisions will apply to the construction of the Road:
 - a. City shall pay for and install a 3-lane Road within the eighty foot (80') strip of land conveyed and dedicated herein.
 - b. In construction of the Road, the City shall have the right to modify slopes and

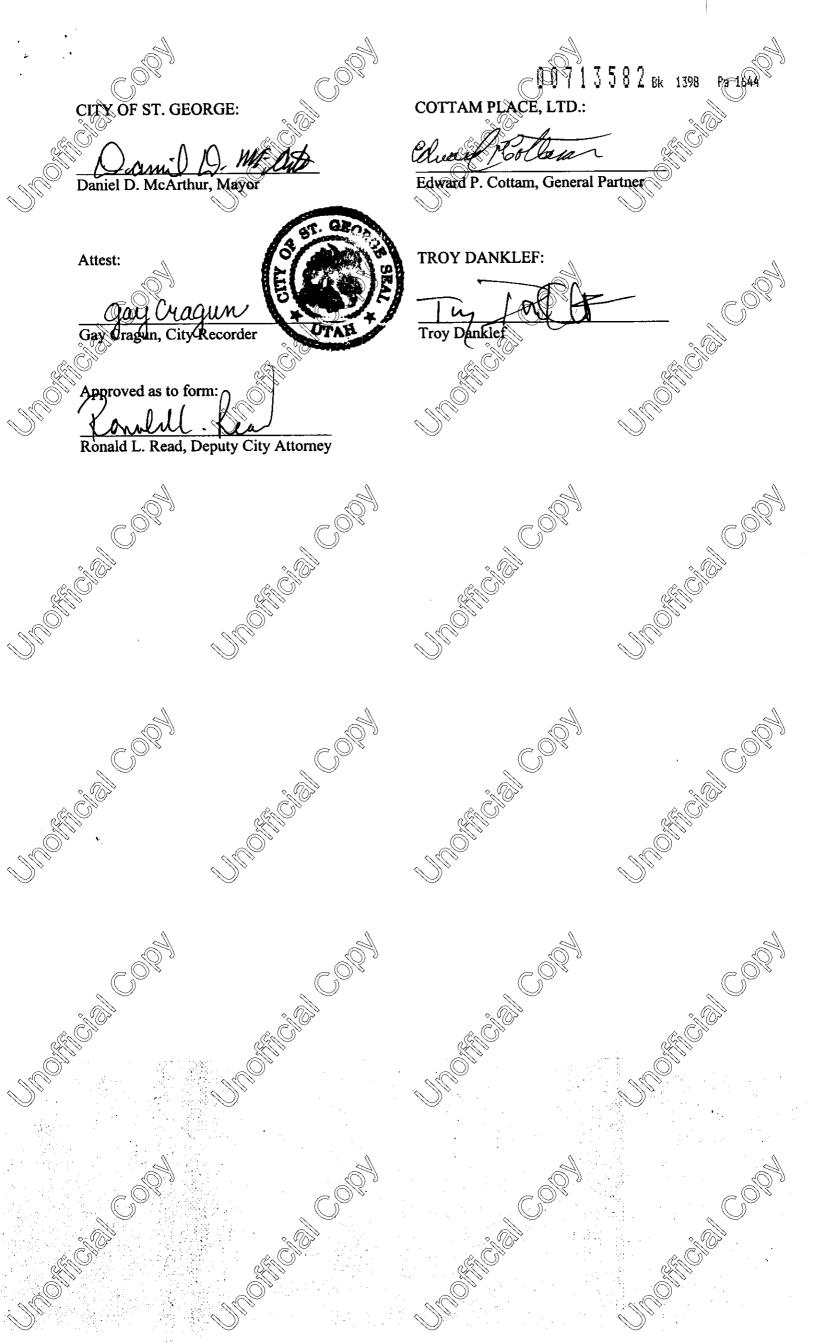
property grades so as to accommodate the construction, maintenance and use of the Road, only within the eighty foot (80') deed of dedication and the 15' drainage and utility easement. City shall be required to restore such slopes or grades following construction. Such restoration shall be to a condition that is equal to or better than the condition prior to construction. City shall use the least disruptive means necessary during construction of the Road.

- c. City agrees to exercise every reasonable effort to preserve and protect the existing property of Cottam in City's exercise of its rights granted herein. Specifically, City agrees to use the least disruptive means necessary during construction and City agrees that it will restore the surrounding area outside of the eighty foot (80') strip, construction easements, and the drainage and utilities easement following any construction, repair or maintenance to a condition equivalent to or better than its condition immediately preceding entry by the City unless said area is specifically addressed herein.
- 4. <u>City Improvements</u>: The City will make the following improvements, as shown on Exhibit "C", to the land owned by Cottam following the above conveyances:
 - a. City shall remove all trees within the area deeded by Cottam in the Deed of Dedication and the utility and drainage easement. City shall replace the trees by planting twenty-four inch (24) box, Mondale Pine trees with a minimum height of four (4) feet at intervals of fifteen feet (15') for the purpose of sight and sound barriers along the Cottam property. The frontage to be planted will be eight hundred fifty feet (850') from the angle point in the power line just south of Cottam's existing driveway, and running north to the storm drain inlet. The trees shall be planted on the east edge of the utility easement.
 - b. The trees shall be installed in conjunction with the improvements to River Road.
 - c. The City shall install an automated irrigation system for the new trees. Cottam will be responsible to furnish the water for the irrigation. City shall be responsible for any connection fees. The connection to Cottam's irrigation system and power line will be the sole responsibility of the City. The City shall be responsible for the repairs and maintenance of the irrigation system for the trees planted pursuant to this agreement for the period of one (1) year.
 - d. The City shall have no maintenance responsibilities for the new trees after the trees have been planted. Cottam shall have the sole responsibility of maintenance of the new trees. City shall, however, replace any trees that should die within twelve (12) months of planting so long as the reason for the death of the tree(s) is not the result of Cottam's wilful, intentional, or negligent action or inaction. This would include any neglect in the care and/or watering of the new trees.
 - e. The City shall construct and install two paved entrances from River Road to

the east edge of the Utility and Drainage Easement granted herein. City shall design and construct said entrances to meet standard city and national guidelines for a rural highway which includes componants for safety, drainage, ingress, egc.

- f. The City shall engineer the southern portion of the road near the current location of the Fire Station in order to facilitate the flow of storm and runoff water to the south rather than flowing northward which would create a drainage problem on Cottam's property.
- g. The City will place a material to stabilize the slope within the easement, if necessary, and will maintain such slopes within the easement. The irrigation ditch within the easement will be configured to carry water after February 1, 2001 and maintained throughout the duration of construction and left in a condition to conduct water for the intended purposes.
- 5. The City will also amend the road master plan to delete and vacate the master planned road which is currently shown on the road master plan dissecting the south portion of the Cottam property. City shall provide documentation and proof in the form of City Council minutes indictating the official removal of the masterplanned road to Cottams that this has been accomplished 6 months from the date of this agreement. Item Completed See City ordinance No 2001 O 307 Jan 18th, 2001
- Any and all of the obligations of Cottam as outlined in this Agreement shall run with the land described in Exhibit A and shall constitute an encumbrance thereon. The rights, duties and obligations herein shall inure to the benefit of and be binding upon the heirs, successors-in-interest, assigns, transferees and subsequent purchasers of the properties.
- 7. Cottam shall have the future right to access utilities within the easement. When the time comes when Cottam wishes to make connections to utilities in the future, Cottam will be responsible for making such connections and paying necessary connection fees. Cottam shall also have future access for ingress and egress along said property, outside of the two current accesses referred to herein upon satisfactorily meeting current access standards.
- 8. If either party commences legal action, and prevails in that legal action, to enforce or interpret any term of this Agreement, the prevailing party shall be entitled to recover from the other party court costs, whether at trial or on appeal.
- 9. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected thereby, but shall remain in full force and effect
 - 10. This Agreement shall be governed according to the laws of the State of Utah.

Dated as of the day and year first above written.



Beginning at a point which is S 88°39'29"E 435.59 Let along section line and S 1°20'31"W 373.45 Let from the Southeast corner of Section 5, Township 43 South, Range 15 West, Salt Lake Base and Meridian; thence N 48°23'19"W 62.31 feet to the point of curvature of a 3320.84 foot radius curve to the right; thence Northwesterly along the arc of said curve, through a central angle of 1°41'33", a distance of 98,00 feet (chord bears N 47°32'33"W 98.09 feet) as a point of tangency; thence N 46°41'46"W 113.46 feet to the point of curvature of a 2172.55 foot radius curve to the right; thence Northwesterly along the arc of said curve, through a central angle of 9°44'45", a distance of 369.54 feet (chord bears N 41°49'24"W 369.09 feet) to a point of tangency; thence N 36 W 31.34 feet to the point of curvature of 25,00.00 foot radius curve to the right; thence Northwesterly along the arc of said curve, through a central angle of 11°25'27 a distance of 506.44 feet (chord bears N 31°14'18"W 505.61 feet to a point of tangency; thence N 25°31'34"W 350.97 feet to the point of curvature of a 2600.00 foot radius curve to the right; thence Northwesterly along the arc of said curve, through a central angle of 4°33'29", a distance of 206.84 feet (chord bears N 23°14'50"W 206.79 feet) to a point of tangency; thence N 20°58'05"W 95.00 feet to the point of curvature of a 2598.11 foot radius curve to the right; thence Northwesterly along the arc of said curve, through a central angle of 5°15'45", a distance of 238.63 feet (chord bears N 18°20'13"W 238.55 feet) to a point of tangency; thence N 15°42'20"W 182.78 feet to the point of curvature of a 2740.00 foot radius curve to the right; thence Northwesterly along the arc of said curve, through a central angle of 4°27'35", a distance of 213.27 feet (chord bears N 13°28'33"W 213.22 feet) to a point of tangency thence N 11°14'45"W 34.76 feet to the point accurvature of a 1110.00 foot radius curve to the left; thence Northwesterly along the arc of said curve, through a central angle of 10°55'14", a distance of 211.56 (eet (chord bears N 6843 21"W 211.25 feet) to a point of tangency thence N 22°09'58"W 520.08 feet to a point of the arc of a 13156.89 foot radius curve to the left; thence Northwesterly along the arc of said curve, through a central angle of 0.53.59", a distance of 206.60 feet (chord bears N 22°36'57"W 206.59 feet) to a point of tangency; thence N 23°03'57"W 387.31 feet to the point of curvature of a 740.00 foot radius curve to the right; thence Northwesterly along the arc of said curve, through a central angle of 24°11'32", a distance of 312.45 feet, though bears N 10°58'11"W 310.14 feet) to a point of tangency; thence N 1°07'35"E 1775.57 feet to the point of curvature of a 1040.00 foot radius curve to the left; thence Northwesterly along the arc of said curve, through a central angle of \$3.33.39", a distance of 246.15 feet (chord bears \$3.40.52"W 245.57 feet and radial line bears \$7.7°32'18" W) to the south line of Section 5 Township 43 South, Range 15 West of the Salt Lake Base & Meridian; thence \$ 89°05'41"E 81.93 feet along said Section Line to a point on the arc (1) 1120.00 foot radius curve to the left; thence \$500theasterly along the arc of said curve, through a central angle of 1°47'33 a distance of 34.98 feet (chord bears \$ \$1000theasterly along the arc of said curve, through a central angle of 1°47'33 a distance of 34.98 feet (chord bears \$ \$1000theasterly along the arc of said curve, through a central angle of 1°47'33 and said curve. 10°34'49"E 34.97 feet) to a point of reverse curvature of a 1196.28 foot radius curve to the right; thence Southeasterly along the arc of said curve, through a central angle of 16°26'48", a distance of 343.39 feet (chord bears \$ 5°46'35"E 342.22 feet) to a point of tangency; thence S 2°26'49"W 334.66 feet; thence S 2°26'31"W 181.33 feet; thence N 87°33'38"W 3.35 feet to a point on the arc of a 29.95 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of 36°27'49", a distance of 19.06 feet (chord bears \$ 19°35'31"W 18.74 feet); thence \$ 1°07'35"W 1112.21 feet to the point of gurvature of a 660.00 foot radius curve to the left; thence Southeasterly along the arc of said curve, through a central angle of 24°11'32", a distance of 278.67 feet (chord bears \$ 10°58'11"E 276.61 feet) to a point of tangency; thence \$ 23 (C)7 2 387.31 feet to the point of curvature of D230.89 foot radius curve to the right; thence Coutheasterly along the a(Cd) said curve, through a central angle of 0°5,3 (S9), ≥ distance of 207.86 feet (chord bears \$.22(36)5≥ E 207.84 feet) to a point of tangency; thence S 22°09'58"E 520 08 teet to the point of curvature of a 1190.00 foot ragius curve to the right; thence Southeasterly along the arc of said curve; through a central angle of 10°55'14", a distance of 226.81 feet (chord bears S 16°42'21"E 226.48 feet) to a point of tangency; thence S 11°14'45"E 34.76 feet to the point of curvature of a 2660.00 foot radius curve to the left; thence Southeasterly along the arc of said curve, through a central angle of 4°27'35", a distance of 207.05 feet (chord bears S 13°28°12°E)206.99 feet) to a point of tangency; thence S 15°42°20"E 182.78 feet to the point of curvature of a 2518.11 foot radius curve to the left; thence Southeasterly along the arc of said curve, through a central angle of 5°15'45", a distance of 231.28 teet (chord bears S 18°20'12"E 231.20 feet) to apoint of tangency; thence S 20°58'05"E 95.00 feet to the point of curvature of a 2520.00 foot radius curve to the left; thence Southeasterly along the arc of said curve, through a central angle of 33'29", a distance of 200.48 feet (chord bears S 23°14'50"E 200.43 feet) to a point of tangency; thence S 25°31'34" £350,97 feet to the point of curvature of a 2460'00 toot radius curve to the left; thence Southeasterly along the arc of said curve, through a central angle of 11°25'27", a distance of 490.49 feet (chord bears S 31°14'17"E 489.66 feet to a point of tangency; thence S 36°57'02"E 31.34 feet to the point of curvature of a 2092.55 foot radius curve to the left; thence Southeasterly along the arc of said curve, through a central angle of 4°11'08", a distance of 152.86 feet (chord bears S 39°02'35"E 152.82 feet) to the north line of 2450 South and a point of compound curvature of a 39.37 foot radius curve to the left; thence Southeasterly along the arc of said curve, through a central angle of 86°45'46", a distance of \$9.62 feet (chord bears \$8431'00"E 54.07 feet) along said north line to a point of reverse curvature of a 220.37 foot radius curve to the right; thence Northeasterly along the arc of said curve, shough a central angle of 38°45'26", a distance of 40.08 feet (chord bears N 7)228 51"E 146.26 feet) along said north line to apoint of tangency; thence S 89°08'26"E 26 22 feet along said north line; thence S 0°51'34"W 80.00 feet to the south line of 2450 South; thence N 89°08'26"W 264.28 feet along said south line to the point of curvature of a 140.37 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of 30°01'47", a distance of 73.56 (key) (chord bears S 75°50'46"W 72.70 feet) along said south line to a point of compound curvature of a 39.37 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of 106°27'03", a distance of 3345 feet (chord bears S 7°36'21"W 63.06 feet along said south line to the east line of River Road and a point of compound curvature of a 2092.55 foot radius curve to the left; thence Southeasterly along the arc of said curve, through a centra (angle of 1°04'35", a distance of 39.31 feet (chord bears S 46°09'28"E 39.30 feet) along said easterly line of River Road to a point of tangency; thence S 46°41'46"E 173.46 feet to the point of curvature of a 3240.84 foot radius curve to the left; thence Southeasterly along the arc of said curve, through a central angle of 1°41'33", a distance of 95.73 feet (chord bears 47°32'32"E 95.73 feet to a point of tangency; thence S 48°23'19"E 62.31 feet; thence S 41°36'41"W 80.00 feet to the point of beginning.

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar and other good and Valuable consideration paid Cottam's Place, LTD., a Utah Dimited Partnership, hereinaster referred to as Grantor, by the Sity of St. George, a Utah Municipal Corporation, hereinafter referred to as Grantee, receipt of which is hereby acknowledged, does hereby grant, transfer and convey to Grantee, its successors and assigns, a 15,0-foot wide perpetual easement to use, operate, inspect, repair, maintain, replace or remove drainage facilities and utility facilities and associated structures under, over, across and through the land owned by Grantor, or which Grantor claims any increst, situated in Washington County, State of Utah, and affected by the legal description as described in Exhibit and shown on the accompanying map, together with the right of ingress and egress over the adjacent lands of the Grantor, its successors and assigns, for the purposes of this easement.

The consideration herein above recited shall constitute payment in full for the above-mentioned easement. The Grantee covenants to restore the easement to its original condition and maintain the easement in good repair so that no unreasonable damage will result from its use to

the adjacent land of the Grantor, its successors or assigns.
The Granton agrees not to place any structures within the easement described herein. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.
IN WITNESS WHEREOF the Grantor has executed this instrument this 15 day of
Cottam's Place, LPD, a Utah Limited Partnership
By: Edward Cottam
Troy Danklef Dixie S. Cottam
Troy Danklef Dixie S. Cottam
STATE OF UTAH)
County of Washington On this 25 th day of January, 2006, personally appeared
before me Edward Cottam and Dixie S. Cottam, personally known to me, or proved to me on the
basis of satisfactory evidence to be the persons whose names are subscribed to on this
instrument, and acknowledged that they executed the same.
Notary Public
STATE OF UTAH County of Washington County of Washington
On this 5 day of FEBRUARY, 2008, personally appeared
before me Troy Danklef, personally known to me or proved to me on the basis of satisfactory

evidence to be the person whose name is subscribed to on this instrument, and acknowledged that he executed the same.

Notary Public



Exhibit "B" Legal

007 3582 Bk 1398 P9 1649

Beginning at a point which is S 88°39'29"E 435.59 feet along section line and S 1°20'31"W 373.45 feet from the Southeast corner of Section 5, Township 43 South, Range 15 West, Salt Lake Base and Meridian; thence 148 23 19 W 62.31 feet to the point of curvature of a 3320.84 foot radius curve to the right; thence Northwesterly along the arc of said curve, through a central angle of 1°41'33", a distance of 2800 feet (chord bears N 47°32'33"W 98.09 feet (6) a point of tangency; thence N 46°41'46"W 113.46 feet to the point of curvature of a 2.172.55 foot radius curve to the right; thence Northwesterly along the arc of said curve, through a central angle of 9°44'45", a distance of 369.54 feet (photo bears N 41°49'24"W 369.09 feet) to a point of tangency; thence N 36°57 02" W 31.34 feet to the point of curvature of a 2540.00 foot radius curve to the right; thence Northwesterly along the arc of said curve, through a central angle of 11°25°27" and distance of 506.44 feet (chord bears N 31°14'18"W 505.61 feet to be point of tangency; thence N 25°31'34"W 350.97 feet to the point of curvature of a 2600.00 foot radius curve to the right, thence Northwesterly along the arc of said curve, through a central angle of 4°33'29", a distance of 206.84 feet (chord bears N 23°14'50"W 206.79 feet) to a point of tangency; thence N 20°58'05"W 95.00 feet to the point of curvature of a 2598.11 foot radius curve to the right; thence Northwesterly along the arc of said curve, through a central angle of 5°15'45", a distance of 238.63 feet (chord bears N 18°20'13"W 238.55 feet) to a point of tangency; thence N 15°42'20"W 182.78 feet to the point of curvature of a 2740.00 foot racius curve to the right; thence Northwesterly along the arc of said curve, through a central angle of 4°27'35", a distance of 243.27 feet (chord bears N 13°28'33"W 213.22 feet) to a point of tangency thence N 11°14'45"W 34.76 feet to the point of ourvature of a 1110.00 foot radius curve to the left; thence Northwesterly along the arc of said curve, through a central angle of 10°55'14", a distance of 211.56 (en) chord bears 21.25 feet) to a point of tangency (thence N 22°09'58"W 520.08 feet to a point on (the are of a 13156.89 fool radius curve to the left; 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thence Southeasterly along the arc of said curve, through a central angle of 16°26'48", a distance of 343.39 feet (chord bears S 5°46'35"E 342.22 feet) to a point of tangency; thence S 2°26'49"W 334.66 feet; thence S 2°26'31"W 181.33 feet; thence N 87°33'38"W 3.35 feet to a point on the arc of a 29.95 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of 36°27'49", a distance of 19.06 feet (chord bears S 19°35'31"W 18.74 feet); thence S 1°07'35"W 1112.21 feet to the point of curvature of a 660.00 foot radius curve to the left thence Southeasterly along the arc of said curve, through a central angle of 24 11'32", a distance of 278.67 feet (chord bears \$ 10°58'11"E 276.61 feet) to a point of tangency, thence S 2399337 E 387.31 feet to the point of curvature of a 13236.89 foot radius curve to the right; thence Southeasterly along the arc of said curve, through a central angle of 0%57 59% a distance of 207.86 feet (chord bears \$2203637 E 207.84 feet) to a point of tangency; thence S 22°09°58"E 520.08 feet to the point of curvature of a 1190.00 foot caddus curve to the right; thence Southeasterly along the arc of said curve, through a central angle of 10°55'14", a distance 226.81 feet (chord bears S 16°42'21"E 226.48 feet) to a point of sargemey; thence \$ 11°14'45"E 34.76 feet to the point of curvature of a 2660.00 foot radius curve to the left; thence Southeasterly along the arc of said curve, through a central angle of 4°27'35", a distance of 207.05 feet (chord bears S 13°28 32°E 206.99 feet) to a point of tangency; thence \$12°20"E 182.78 feet to the point of curvature of a 2518.11 foot radius curve to the left; thence Southeasterly along the arc of said curve, through a central angle of 5°15'45", a distance of 231.26 (byt (chord bears S 18°20'12"E 231.20 feet) to appoint of tangency; thence S 20°58'05"E 95.06 feet to the point of curvature of a 2520.00 foot radius curve to the left; there Southeasterly along the arc of said curve, through a central angle of 33.29", a distance of 200.48 feet (chord bear \$23.014.50" E 200.43 feet) to a point of tangency. thence S 25°31'34"E 350.97 feet to the point of curvature of a 2460.00 foot radius curve to the left; thence Southeasterly along the arc of said curve, through a central angle of 11°25'27", a distance of 490.49 feet (chord bears S 31°14'17"E 489.66 feet to a point of tangency; thence S 36°57'02"E 31.34 feet to the point of curvature of a 2092.55 foot radius curve to the left; thence Southeasterly along the arc of said curve, through a central angle of 4°11'08", a distance of 152.86 feet (chord bears S 39°02'35%E 152.82 feet) to the north line of 2450 South and a point of compound curvature of a 39.37 foot radius curve to the left; thence Southeasterly along the arc of said curve, through a central angle of 86°45°46", a distance of 39.62 feet (chord bears \$ \$4931'00"E 54.07 feet) along said north line (a) point of reverse curvature of a 220.37 foot (adjus durve to the right; thence Northeasterly along the arc of said curve, through a central angle of 38°45'26", a distance of 39°08'66" (chord bears N 71°28'51" E 146.26 feet) along said north line to a point of tangency; thence S 89°08'26" E 264.28 feet along said north line: thence S 0°51'34"W 80.00 feet to the south line of 2450 South; thence N 89°08'26"W 264.28 feet along said south line to the point of curvature of a 140.37 foot radius out to the left; thence Southwesterly along the arg of said curve, through a central angle of 30°01'47", a distance of 73.56 test (chord bears S 75°50'46"W 72.70 feet) along said south line to a point of compound curvature of a 39.37 foot (addus curve to the left; thence Southwesterly along the arc of said curve, through a central angle of 106°27'03", a distance of 33.15 feet (chord bears S 7°36'21"W 63.06 (cet) along said south line to the east line of River Road and a point of compound curvature of a 2092.55 foot radius curve to the left: thence Southeasterly along the arc said curve, through a central angle of 1°04'35", a distance of 39.31 feet (chord Dears S 46°09'28"E 39.30 feet) along said easterly line of River Read to a point of tangency; thence S 46°41'46"E/N2 46 feet to the point of curvature of a 3240.84 foot radius curve to the lefts thence Southeasterly along the arc of said curve, through a central angle of 1°41'33", a distance of 95.73 feet (chord bears \$ 47°32'32"E 95.73 feet to a point of tangency; thence \$ 48°23'19"E 62.31 feet; thence \$ 41°36'41"W 80.00 feet to the point of beginning.



