

WHEN RECORDED, RETURN TO:

PARR WADDOUPS BROWN GEE & LOVELESS

185 South State Street, Suite 1300
 Salt Lake City, Utah 84111
 Attn: Robert A. McConnell

22-25-201-002

22-25-224-003

22-25-251-003

ACCESS EASEMENT AGREEMENT

This ACCESS EASEMENT AGREEMENT (the "Agreement") is entered into this 23rd day of December, 2004, by and between PacifiCorp, an Oregon corporation, successor in interest to Utah Power & Light Company ("Grantor") and Cottonwood Estates Development, LLC, a Utah limited liability company ("Grantee").

RECITALS

A. Grantor owns that certain parcel of land located in Salt Lake County, State of Utah as more particularly depicted on Exhibit "A", attached hereto and made a part hereof by reference, used in connection with Grantor's use, operation and maintenance of its electric generation and transmission facilities ("Grantor's Land").

B. Grantee owns that certain parcel of real property being developed as a residential subdivision located at approximately 3900 East, Big Cottonwood Canyon Road, Salt Lake County, State of Utah ("Grantee's Parcel") which is more particularly depicted and described on Exhibit "B" as Cottonwood Canyon Estates.

C. Grantee desires to construct an access road over Grantor's Land for the limited purpose of providing ingress and egress to, from and between Grantee's Parcel and Big Cottonwood Canyon Road.

D. Grantor has agreed to grant and convey an easement to Grantee for such access road subject to and in accordance with the terms and conditions set forth herein, together with easements for utilities and a slope easement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easements.

a. Grant of Right-of-Way and Access Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive right-of way and easement (the "Access Easement"), over and across a portion of Grantor's Land more specifically identified on Exhibit "C" as the "Right-

of-Way" (the "Access Easement Area"), for the purpose of constructing and maintaining a fifty (50) foot wide access road (the "Access Road") between Grantee's Parcel and Big Cottonwood Canyon Road (SR 190). Such Access Easement shall be limited to use for such purposes and to such extent as may be customary to the use of the Grantee's Parcel for residential purposes, which shall include reasonable and customary deliveries.

- b. **Grant of Utilities Easement.** Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive right-of way and easement (the "Utility Easement"), over and across the Access Easement Area and a portion of Grantor's Land more specifically identified on Exhibit "C" as the "Permanent Easement No. 2" (together with the Access Easement Area, the "Utility Easement Area") for the laying, construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of underground utility pipes, lines, wires, conduits and related facilities (including, without limitation, pipes, lines, wires, conduits and related facilities for electricity, natural gas, other fuels or power sources, telephone, sewage, storm drainage and all types of water) upon, under, through and across the Utility Easement Area.
- c. **Grant of Slope Easement.** Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive right-of way and easement (the "Slope Easement," and together with the Access Easement and Utility Easement, the "Easements"), over and across a portion of Grantor's Land more specifically identified on Exhibit "C" as "Permanent Easement No. 1" and "Permanent Easement No. 3" (the "Slope Easement Area," and together with the Access Easement Area and the Utility Easement Area, the "Easement Areas") for the purpose of construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of cut and fill slopes, landscaping and maintenance of the exterior walls of the Access Road upon, under, through and across the Slope Easement Area.
- d. **Grant of Trail Easement.** Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive right-of way and easement (the "Trail Easement," and together with the Access Easement, Utility Easement and the Slope Easement, the "Easements"), over and across a portion of Grantor's Land more specifically identified on Exhibit "C" as a six (6) foot "Bark Trail," portions of which are located in the Access Easement Area, Utility Easement Area and Slope Easement Area for the purpose of construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, relocation and replacement of a six (6) foot bark trail and pedestrian ingress and egress upon, through and across the area designated for such Bark Trail on Exhibit "C."

- e. **No Material Modification Without Grantor's Consent.** The Easements are granted and conveyed based upon that certain engineering drawing prepared at the direction of Grantee and certified by Curtis Ball on July 21, 2004 (the "Plans and Specifications"). Grantee may not make or allow to be made any material changes to the location or design of the Access Road or the Easement Areas without the prior written consent of Grantor.
- f. **Exercise of Right-of-Way and Easements.** The Grantee may (i) enter on any portion of the Easement Areas, as applicable, as may be necessary or appropriate in order to accomplish the laying, construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of the Access Roads, the utilities and facilities referred to in Paragraph b and the slope improvements referred to in Paragraph c, and (ii) in connection with such Access Road, utilities, facilities and improvements, excavate or conduct construction activities within the applicable Easement Areas, so long as such excavation or construction activities are performed in a good and workmanlike manner and are prosecuted diligently to completion. On completion of such excavation or construction activities, the Grantee shall immediately restore any portion of the Easement Areas (to the extent such restoration is not inconsistent with the Access Road and such utilities, slope improvements and related improvements) affected to the same condition as existed prior to the commencement of such excavation or construction activities, using the same type and quality of materials previously used.

2. **Grantor's Reserved Rights.** Provided such use is not inconsistent with the Easements granted herein, Grantor reserves the right to use the Easement Area at any time for its equipment and personnel, overhead and underground power lines and other cables and conduits of any nature or kind, and any other equipment or facilities Grantor deems necessary or desirable for the existing and future use of Grantor's Land. Without limiting the foregoing, Grantor specifically reserves the right to construct, maintain, repair, replace, enlarge, and remove pipelines of any size or nature now located, or that may be located in the future, within the Easement Area (hereinafter collectively referred to as the "Underground Facilities").

Grantor expressly reserves the right to close the Access Road on a temporary basis at such times as Grantor deems necessary to maintain, repair, replace or enlarge any Underground Facilities located within the Easement; provided, however, that Grantor shall use reasonable efforts to make vehicular access available to and from Grantee's Land during maintenance, repair, replacement or enlargement of the Underground Facilities. Grantor shall provide Grantee reasonable notice of any closures of the Access Road except in such cases of emergency. Grantor's excavation or construction activities shall be performed in a good and workmanlike manner and shall be prosecuted diligently to completion. On completion of such excavation or construction activities, Grantor shall immediately restore any portion of the Easement Area affected to the same condition as existed prior to the commencement of such excavation or

construction activities, using the same type and quality of materials previously used. Except as provided above, and to the extent necessary (on a temporary basis) for traffic regulation and control or to prevent a public dedication or the accrual of any rights to the public, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of the Easements shall be constructed or erected, nor shall Grantor in any other manner obstruct or interfere with the use of such Easements.

Except as set forth above with respect to Grantor's construction activities, Grantor shall have no obligation to maintain the Access Road or to keep the same in passable condition for the benefit of Grantee, and any work performed on said roadway by Grantee shall be at Grantee's sole cost and expense.

Grantor shall have the right to develop a point of ingress and egress to the Access Road for the use and development of Grantor's Lands. Furthermore, Grantor shall have the right to interconnect and tie into any utilities that may be located within the Utility Easement Area at Grantor's sole cost and expense, but for no additional consideration paid to Grantee.

3. Grantee's Conduct. In exercising its rights under this Agreement, Grantee agrees not to interfere with Grantor's use of Grantor's Land for its operations or the Underground Facilities. In addition, Grantee agrees:

- a. Grantee shall not plant trees or shrubs or other vegetation with roots that are reasonably expected to contact or interfere with the Underground Facilities;
- b. Grantee shall not improve the Easements in any way that will interfere with or damage Grantee's Underground Facilities. Further, except as specifically set forth in the Plans and Specifications, Grantee will not remove any cover or materials from or place fill or materials within the Easement Areas without the prior written consent of Grantor.

4. Indemnification. Grantee shall use the Easements at its own risk and hereby releases and forever discharges any claims, demands or causes of action it may have against Grantor, its officers, directors, employees, subsidiaries and affiliates, arising out of Grantee's use of or activities on or around the Easement Areas, except in the case of Grantor's gross negligence, willful misconduct or breach of this Agreement. In addition, except in the case of Grantor's gross negligence, willful misconduct or breach of this Agreement, Grantee shall protect, indemnify and hold harmless Grantor, its officers, directors, employees, subsidiaries and affiliates (collectively, "Indemnities") from and against any losses, claims, liens, demands and causes of action of every kind, including the amount of any judgment, penalty, interest, court cost or legal fee incurred by the Indemnities or any of them in the defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens, debts, personal injuries, death or damages to property, violations of Environmental Laws and Regulations, and all other claims or demands of every character arising directly or indirectly as a result of Grantee's use of or activities on or around Grantor's Land. For purposes of this Section 4, "Environmental Laws and Regulations" shall mean all present and future federal, state and local laws and all rules and regulations promulgated thereunder, relating to pollution or protection of the environment.

5. Not a Public Dedication. Except as is required in connection with the installation of public utilities in the Easement Areas, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor's Land for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that the Easements be strictly limited to the purposes expressed in this Agreement.

6. Subject to Existing Rights. The Easements are granted subject to all easements and encumbrances of record as of the date hereof. Grantee has notice that there may be existing easements upon the Easement Areas and Grantor's land, including but not limited to water lines, communication lines and power lines. Grantee is aware that power lines are energized at all times and Grantee must conduct all activity on Grantor's land in strict compliance with all applicable laws, codes, rules, regulations, and standards regarding activity around high voltage facilities.

7. Inurement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, successors, and assigns. The rights and obligations set forth in this Agreement and the Easements granted herein are intended to run with the land.

8. Taxes. Grantee shall pay all taxes and assessments of any kind, which shall be levied against the Easement Areas by reason of Grantee's use, or occupancy thereof.

9. Attorneys' Fees. In the event of any litigation, arbitration, or other proceeding brought to enforce or interpret this Agreement, the prevailing Party shall be entitled to receive an award of its reasonably attorneys' fees and costs.

10. Paragraph Headings. Paragraph headings are included for reference purposes only and do not constitute part of this Agreement.

11. Governing Law. This Agreement shall be governed and construed under the laws of the State of Utah without regard to conflicts of law provisions.

12. Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

13. Notices. All notices, demands, or other communications to any party under this Agreement shall be in writing (including facsimile transmission); shall be sent only by facsimile (with confirmation by United States Mail), by nationally recognized courier service, or by personal delivery; and shall be given:

If to Grantor:

PacifiCorp
Real Estate Services
Attn. Dennis L. Harper
1407 North West Temple, Suite 320
Salt Lake City, UT 84140

With a copy to:

R. Jeff Richards
Office of General Counsel
201 South Main Street, Suite 2200
Salt Lake City, UT 84111

If to Grantee:

Cottonwood Estates Development, LLC
Attn. Terry C. Diehl
4198 East Prospector Drive
Park City, Utah 84121

With a copy to:

Robert A. McConnell
Parr Waddoups Brown Gee & Loveless
185 South State Street, Suite 1300
Salt Lake City, UT 84111

All such notices, demands, requests, or other communications shall be deemed received on the date of receipt by the recipient if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, demand, request, or other communication shall be deemed not to have been received until the next succeeding business day in the place of receipt. Addresses for notice may be changed from time to time by notice to the other party.

14. Waiver. Waiver by either party of any one default will not be deemed to be a waiver of any other default under this Agreement. Any remedy or election under this Agreement will not be deemed exclusive, but, instead, whenever legally permissible, will be cumulative with all other remedies at law or in equity.

15. Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties can be carried out.

16. Exhibits. The parties acknowledge and agree that each of the Exhibits attached to this Agreement form an integral part of this Agreement and by this reference are incorporated herein as if set forth in full verbatim.

17. 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 signs to execute and deliver this Agreement in the capacity and for the entity set forth where he signs and that as a result of his signature, this Agreement shall be binding upon the party for which he signs.

IN WITNESS WHEREOF, this Agreement shall be dated and effective on date and year first above written.

GRANTOR

PACIFICORP, an Oregon corporation

By: Karen M. Gilmore

Its: Vice President

GRANTEE

COTTONWOOD ESTATES DEVELOPMENT, LLC, a
Utah limited liability company

By: Erin

Its: MANAGER

ACKNOWLEDGMENTS

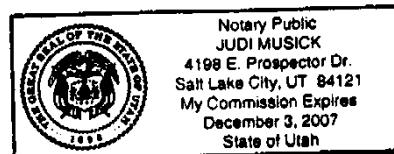
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

I hereby certify that on this 22 day of December, 2004, before me, a Notary Public of the state and county of aforesaid, personally appeared Terry C. Diehl, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Manager of COTTONWOOD ESTATES DEVELOPMENT, LLC, a Utah authorized to do business in the state of Utah, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.


Judi Musick
Notary Public

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)



I hereby certify that on this 22nd day of December, 2004, before me, a Notary Public of the state and county of aforesaid, personally appeared Karen M. Gilmore, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice President of PACIFICORP, an Oregon corporation, d.b.a. Utah Power & Light Company, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

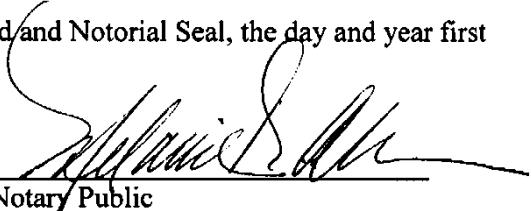

Notary Public



EXHIBIT "A"
(Grantor's Land)

A tract of land situate in the South half of the Northeast Quarter of Section 25, Township 2 South, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point which lies S0°28'43"W along the section line 608.42 feet from Salt Lake County P.O.T. monument 2508-A (said monument lying S0°28'31"W 714.99 feet from the north quarter corner of said section 25), said point being the northwest corner of the southwest quarter of the northeast quarter of said section 25; said point also being the southwest corner of Cottonwood Estates Investment LLC as found in the office of the Salt Lake County Recorder, entry no. 8544866, book 8745, page 745; thence along the south line of said Cottonwood Estates Investment LLC the following two courses:

- 1) Thence S89°48'18"E 1597.89 feet;
- 2) Thence S64°15'58"E 1099.55 feet

to a non-tangential point on the north right-of-way line of State Route 190 (also known as Big Cottonwood Canyon Road) as found in the office of the Salt Lake County Recorder, entry no. 1396567, book 1138, page 248; thence along said right-of-way line the following four courses:

- 1) Thence southwesterly along the arc of a 523.70 foot radius curve to the right (bearing N27°51'44"W to center of said curve) 131.85 feet through a central angle of 14°25'31" to a point of tangency;
- 2) Thence S76°33'47"W 173.40 feet to a point of tangency on a 1859.86 foot radius curve to the right;
- 3) Thence southwesterly along the arc of said curve 435.20 feet through a central angle of 13°24'25" to a point of tangency;
- 4) Thence N89°48'30"W 264.21 feet to a point on the West boundary of Salt Lake City Corporation as found in the office of the Salt Lake County Recorder, entry no. 8543378, book 8744, page 3550;

thence along the West and Northerly boundary of said Salt Lake City Corporation the following 14 courses:

- 1) Thence North 57.21 feet;
- 2) Thence N62°12'51"W 85.94 feet;
- 3) Thence N85°45'28"W 173.99 feet;
- 4) Thence N45°41'48"W 77.64 feet;
- 5) Thence S44°18'12"W 57.64 feet;
- 6) Thence S89°21'23"W 20.76 feet;
- 7) Thence N45°41'48"W 75.83 feet;
- 8) Thence North 59.13 feet;
- 9) Thence N82°00'00"W 425.57 feet;
- 10) Thence North 105.33 feet;
- 11) Thence West 100.00 feet;
- 12) Thence South 91.27 feet;
- 13) Thence N82°00'00"W 123.45 feet;
- 14) Thence N61°17'58"W 612.41 feet to the point of beginning.

Contains 19.129 acres.

EXHIBIT "B"
(Grantee's Parcel)

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S89°59'27"E ALONG THE SECTION LINE 500.00 FEET TO AN ALUMINUM CAP MONUMENT; THENCE CONTINUING ALONG SAID SECTION LINE S89°59'56"E 2121.24 FEET TO THE NORTHEAST CORNER OF SAID SECTION 25; THENCE S00°31'13"W ALONG THE SECTION LINE 1819.36 FEET TO THE NORTHEAST CORNER OF UTAH POWER & LIGHT CO. AS FOUND IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, ENTRY NO. 8543378, BOOK 8744, PAGE 3550; THENCE N64°15'58"W 1129.92 FEET; THENCE N89°48'18"W 1597.89 FEET TO THE SECTION LINE; THENCE N00°28'43"E ALONG SAID SECTION LINE 608.42 FEET TO AN ALUMINUM CAP MONUMENT; THENCE CONTINUING ALONG SAID SECTION LINE N00°28'31"E 715.00 FEET TO THE POINT OF BEGINNING. CONTAINS 43 LOTS ON 85.598 ACRES.

EXHIBIT "C"

(Map and Easement Descriptions)

See attached plans and specifications

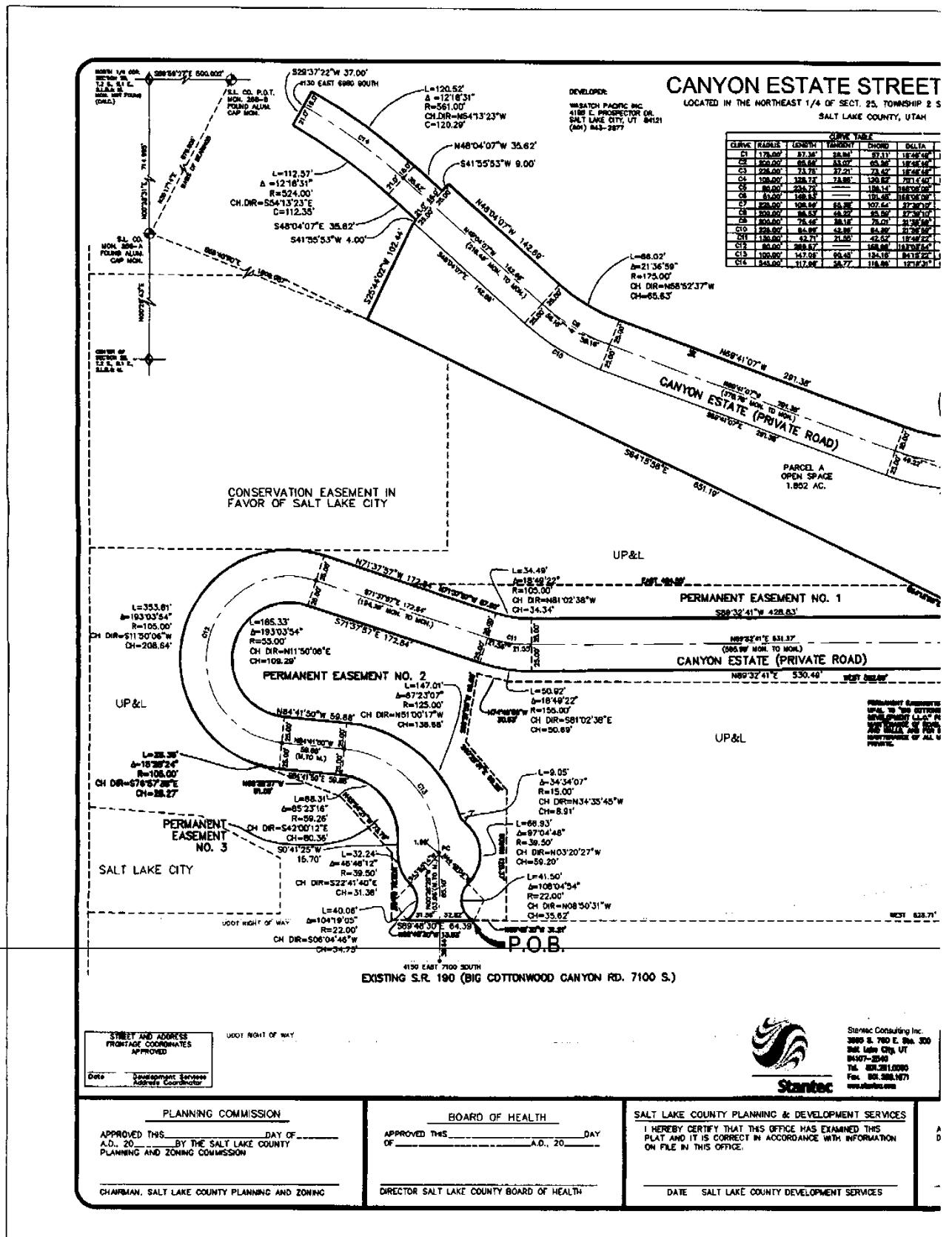


EXHIBIT C

BEGINNING AT A POINT WHICH IS S00°31'13"W ALONG THE EAST SECTION LINE 1944.90 FEET AND WEST 828.71 FEET FROM THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO LYING ON THE NORTH RIGHT- OF-WAY LINE OF SR-190 (ALSO KNOWN AS BIG COTTONWOOD CANYON ROAD), SAID POINT ALSO LYING ON THE ARC OF A NON-TANGENTIAL 22.00 FOOT RADIUS CURVE TO THE RIGHT (BEARING N27°07'03"E TO CENTER OF SAID CURVE); THENCE ALONG THE ARC OF SAID CURVE 41.50 FEET THROUGH A CENTRAL ANGLE OF 108°04'54" (CHORD BEARS N08°50'31"W 35.62 FEET) TO A POINT OF REVERSE CURVATURE ON A 39.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 66.93 FEET THROUGH A CENTRAL ANGLE OF 97°04'46" (CHORD BEARS N03°20'27"W 59.20 FEET) TO A POINT OF REVERSE CURVATURE ON A 15.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 9.05 FEET THROUGH A CENTRAL ANGLE OF 34°34'07" (CHORD BEARS N34°35'45"W 8.91 FEET) TO A POINT OF REVERSE CURVATURE ON A 125.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 147.01 FEET THROUGH A CENTRAL ANGLE OF 67°23'07" (CHORD BEARS N51°00'17"W 138.68 FEET) TO A POINT OF TANGENCY; THENCE N84°41'50"W 59.88 FEET TO A POINT OF TANGENCY ON A 55.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 185.33 FEET THROUGH A CENTRAL ANGLE OF 193°03'54" (CHORD BEARS N11°50'06"E 109.29 FEET) TO A POINT OF TANGENCY; THENCE S71°37'57"E 172.84 FEET TO A POINT OF TANGENCY ON A 155.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 50.92 FEET THROUGH A CENTRAL ANGLE OF 18°49'22" (CHORD BEARS S81°02'38"E 50.69 FEET) TO A POINT OF TANGENCY; THENCE N89°32'41"E 530.49 FEET; THENCE S64°15'58"E 271.15 FEET TO SAID SECTION LINE; THENCE N00°31'13"E ALONG SAID SECTION LINE 261.35 FEET; THENCE N89°28'47"W 8.59 FEET TO A POINT OF NON-TANGENCY ON A 105.00 FOOT RADIUS CURVE TO THE LEFT (BEARING N89°28'47"W TO CENTER OF SAID CURVE); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 179.34 FEET THROUGH A CENTRAL ANGLE OF 97°51'30" (CHORD BEARS N48°24'32"W 158.32 FEET); THENCE S82°39'43"W 213.45 FEET TO A POINT OF TANGENCY ON A 175.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 84.46 FEET THROUGH A CENTRAL ANGLE OF 27°39'11" (CHORD BEARS N83°30'42"W 83.64 FEET); THENCE N69°41'07"W 291.38 FEET TO A POINT OF TANGENCY ON A 175.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 66.02 FEET THROUGH A CENTRAL ANGLE OF 21°36'59" (CHORD BEARS N58°52'37"W 65.63 FEET); THENCE N48°04'07"W 142.69 FEET; THENCE S41°55'53"W 9.00 FEET; THENCE N48°04'07"W 35.62 FEET TO A POINT OF TANGENCY ON A 561.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 120.52 FEET THROUGH A CENTRAL ANGLE OF 12°18'31" (CHORD BEARS N54°13'23"W 120.29 FEET); THENCE S29°37'22"W 37.00 FEET TO A POINT OF TANGENCY ON A 524.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 112.57 FEET THROUGH A CENTRAL ANGLE OF 12°18'31" (CHORD BEARS S54°13'23"E 112.35 FEET); THENCE S48°04'07"E 35.62 FEET; THENCE S41°55'53"W 4.00 FEET; THENCE S25°44'02"W 102.44 FEET; THENCE S64°15'58"E 651.19 FEET; THENCE S89°32'41"W 428.83 FEET TO A POINT OF TANGENCY ON A 105.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 34.49 FEET THROUGH A CENTRAL ANGLE OF 18°49'22" (CHORD BEARS N81°02'38"W 34.34 FEET) TO A POINT OF TANGENCY; THENCE N71°37'57"W 172.84 FEET TO A POINT OF TANGENCY ON A 105.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 353.81 FEET THROUGH A CENTRAL ANGLE OF 193°03'54" (CHORD BEARS S11°50'06"W 208.64 FEET) TO A POINT OF TANGENCY; THENCE S84°41'50"E 59.88 FEET TO A POINT OF TANGENCY ON A 59.26 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 88.31 FEET THROUGH A CENTRAL ANGLE OF 85°23'16"

(CHORD BEARS S42°00'12"E 80.36 FEET); THENCE S0°41'25"W 15.70 FEET TO A POINT OF TANGENCY ON A 39.50 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 32.24 FEET THROUGH A CENTRAL ANGLE OF 46°46'12" (CHORD BEARS S22°41'40"E 31.36 FEET) TO A POINT OF REVERSE CURVATURE ON A 22.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 40.06 FEET THROUGH A CENTRAL ANGLE OF 104°19'05" (CHORD BEARS S06°04'46"W 34.75 FEET) TO A POINT OF NON-TANGENCY, SAID POINT ALSO LYING ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF SR-190; THENCE S89°48'30"E 64.39 FEET TO THE POINT OF BEGINNING.

CONTAINS 5.448 ACRES