

9024022

After recording, return to:
Kenneth C. Margetts
Bennett Tueller Johnson & Deere
3865 S. Wasatch Blvd., Ste. 300
Salt Lake City, UT 84109

9024022
04/05/2004 04:02 PM 51.00
Book - 8968 Pg - 7370-7386
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SURETY TITLE
BY: ZJM, DEPUTY - WI 17 P.

Parcel Nos.: 22-20-327-010-0000
22-20-327-013-0000
22-20-327-001-0000
22-20-327-002-0000
22-20-327-015-0000
22-20-376-001-0000
22-20-376-004-0000
22-20-376-039-0000
22-20-376-042-0000
22-20-376-044-0000
22-20-376-046-0000
22-20-376-048-0000
22-20-404-007-0000

RIGHT OF WAY AGREEMENT

THIS RIGHT OF WAY AGREEMENT (this "Agreement") is entered into effective the 30th day of March 2004 by and among Peter T. Howells, Trustee of the Peter T. Howells Revocable Trust, u/a/d 3/29/01 (the "Howells Trust"), RRK Investment, LLC, a Utah limited liability company ("RRK"), Barbara Ellen Reynolds and Gary Robert Reynolds, Co-Trustees of the Barbara Ellen Reynolds Trust u/a/d 4/26/94 (the "Reynolds Trust"), GBR6, Ltd., a Utah limited partnership ("GBR6"), Seven Oaks Properties, LLC, a Utah limited liability company ("Seven Oaks"), and Hal & P, L.C., a Utah limited liability company ("Hal&P"). The Howells Trust, RRK, the Reynolds Trust, Seven Oaks, and Hal&P are sometimes referred to herein individually as a "Party" and collectively as the "Parties" to this Agreement.

RECITALS

A. The Howells Trust is the record owner of two parcels of real property located in Salt Lake County, Utah, known as parcels number 22-20-327-010-0000 and 22-20-327-013-0000 (collectively the "Howells Property"). The legal descriptions for the Howells Property, prior to modification by that certain Boundary Agreement of even date herewith, among the Howells Trust, RRK, the Reynolds Trust, GBR6, and Seven Oaks (the "Boundary Agreement"), are set forth in attached Exhibit A.

B. The Reynolds Trust, as to an undivided 71.93% interest, and GBR6, as to an undivided 28.07% interest, are the record owners of the real property located in Salt Lake County, Utah, known as parcels 22-20-327-001-0000, 22-20-327-002-0000, 22-20-327-015-0000, and 22-20-376-001-0000 (collectively the "GBR6 Property"). The legal descriptions for the GBR6 Property, prior to modification by the Boundary Agreement, are set forth in attached Exhibit B.

COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named therein. SURETY TITLE AGENCY hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

C. RRK is the record owner of the real property located in Salt Lake County, Utah, known (currently or previously) as parcels 22-20-376-004-0000, 22-20-376-039-0000, 22-20-376-042-0000, 22-20-376-046-0000, and 22-20-404-007-0000 (or any substitute parcel number resulting from a consolidation the foregoing parcels) (collectively the "RRK Property"). The legal description(s) for the RRK Property, prior to modification by the Boundary Agreement, is set forth in attached Exhibit C.

D. Seven Oaks is the record owner of the real property located in Salt Lake County, Utah, known as parcel 22-20-376-044-0000 (the "Seven Oaks Property"). The legal description for the Seven Oaks Property, prior to modification by the Boundary Agreement, is set forth in attached Exhibit D.

E. Hal&P is the record owner of the real property located in Salt Lake County, Utah, known as parcel 22-20-376-048-0000 (the "Hal&P Property"). The legal description for the Hal&P Property is set forth in attached Exhibit E.

F. A right-of-way for ingress and egress (the "Old Right of Way") currently burdens and/or benefits the Howells Property, the GBR6 Property, the RRK Property, the Seven Oaks Property, and the Hal&P Property (all such property collectively the "Property"). The Parties are uncertain as to the exact location of the Old Right of Way.

G. RRK desires now to develop the RRK Property. The proposed RRK development involves the construction of approximately 84 town homes and related facilities (the "Project"). RRK has obtained preliminary approval from Midvale City for the Project.

H. The Parties now desire to enter into this Agreement to (1) amend the Old Right of Way to create a new right of way for ingress and egress over and across the Property (the "New Right of Way"), (2) extinguish any other rights of way or easements for ingress and egress burdening any portion of the Property and benefitting any other portion of the Property, and (3) facilitate the development of the Property, including the Project.

AGREEMENT

NOW, THEREFORE, based on the recitals, representations, warranties and promises set forth herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as part of this Agreement.

2. Representations and Warranties. Each Party represents and warrants to each other Party that, as of the date this Agreement is executed and delivered by all Parties:

- a. It has the legal capacity and authority to enter into and perform all of the terms of this Agreement which constitutes its voluntary, legal, valid, and binding obligation;
- b. It is the sole legal owner of, with good and marketable title to, the real property (or, in the case of the Reynolds Trust and GBR6, the specific undivided interest therein) it is represented to own in the foregoing recitals;
- c. It is not a party to or aware of any agreement or encumbrance affecting its portion of the Property that would prevent it or its property from being effectively bound hereby;
- d. Its execution of this Agreement does not require the consent of any third party to be valid, or if such consent is required, it has previously been obtained in writing; and
- e. As to any Party acting in a fiduciary capacity as trustee of a trust, the trust agreement establishing such trust is valid and of full force and effect and has not been revoked.

3. Old Right of Way. The Old Right of Way is that right of way referred to in that certain Decree Quieting Title dated August 7, 1934, recorded in the Office of the Salt Lake County Recorder in Book 129 of Deeds, Page 345, Entry No. 741295, and therein described as:

Beginning in the center of 9th East Street 54 rods South and 56.5 rods West from the center of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, thence East 48 rods; thence North 8.97 rods; thence East 41 rods; thence South 1.5 rods; thence West 39 rods; thence South 9.47 rods; thence West 50 rods to the center of 9th East Street, thence North 2 rods to beginning,

and sometimes also described as:

Beginning in the center of a 33 ft., right of way at a point S 0°02' E 978.00 ft and 61.0 ft E of the Salt Lake Co. Survey Monument at the intersection of 6600 So. and 900 East Streets; said point also being 897.54 ft So. and 1770.37 ft East of West 1/4 Corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base & Meridian; and running thence N 7°00' E 16.62 ft; thence E 717.25 ft; thence No. 156.70 ft; thence E 645.12 ft; thence So. 24.75 ft; thence W 612.12 ft; thence So. 164.94 ft; thence W 754.31 ft; thence N 7°00' E 16.62 feet to the point of beginning,

or any derivative therefrom or variation thereof.

4. Amendment of Old Right of Way; Creation of New Right of Way. Each Party agrees that the dimensions and location of the Old Right of Way are hereby amended to be as set forth in attached Exhibit F. Each Party hereby grants and conveys to each other Party a perpetual, non-exclusive right-of-way easement for ingress and egress over and across that part

of its portion of the Property falling within right of way description contained in Exhibit F. The right of way described in Exhibit F is the "New Right of Way," referred to herein. The scope of the New Right of Way shall be consistent with the uses of the Property contemplated by the Parties, including, but not limited to, the Project, high-density residential housing, and general commercial use. Without limiting the foregoing, the New Right of Way may be used by the Parties and their respective invitees, guests, tenants, and customers for vehicular and pedestrian ingress and egress consistent with the uses set forth in the preceding sentence, as well as construction and maintenance required in connection with such uses.

5. Releases. Each Party (the "Releasing Party") hereby releases and re-conveys to each other Party, as applicable, all of its interest in or rights to, that portion of the Old Right of Way not contained within the New Right of Way and any other easement for ingress and egress benefitting the Releasing Party's portion of the Property and burdening any other portion of the Property, to the effect that, upon execution of this Agreement by all Parties, no Party shall have a right of way or easement for ingress and egress over or across any portion of the Property, other than the New Right of Way.

6. Curb and Gutter; Paving. RRK, or its assigns, shall, at its sole cost and expense, (a) install curb and gutter along the entire length of the north and south sides of the New Right of Way, (b) install a sidewalk along the entire length of the south side of the New Right of Way (excluding road intersections), (c) install a sidewalk along the north side of the New Right of Way beginning immediately west of the west boundary line of the Howells Property, and (d) pave the entire length of the New Right of Way. All of the foregoing improvements to the New Right of Way shall be consistent with the applicable engineering plans for the 900 East Cottages (i.e., the Project), as finally approved by the Parties and Midvale City.

7. Parking. No parking will be allowed along the New Right of Way, and a reasonable number of signs will be posted accordingly in locations to be agreed upon by the Parties. The cost of the signs and installation will be paid by RRK, or its assigns.

8. Speed Limit. RRK, or its assigns, will install at least one speed limit sign on either side of the New Right of Way, at locations to be agreed upon by the Parties, establishing a maximum speed of 20 miles per hour. The homeowners association of the Project (the "HOA") shall have primary responsibility for enforcing the speed limit and shall have the power to levy and collect fines from violators, including HOA members and their guests. In the event that the HOA is unsuccessful in maintaining reasonable compliance with the speed limit for the New Right of Way, a speed bump will be installed across the New Right of Way by RRK, or its assigns, at its sole cost and expense. The location of any future speed bump will be determined by agreement of the Parties.

9. Repairs and Maintenance. RRK, or its assigns, shall be solely responsible for the repair, maintenance, and/or replacement of any and all improvements to the New Right of Way, including, but not limited to, snow and ice removal, and for maintaining it in safe condition.

10. Compensation to the Howells Trust. RRK shall pay to the Howells Trust, upon execution of this Agreement, in certified funds, (a) the sum of \$20,000 as compensation for the use of that portion of the Howells Property affected by the New Right of Way, and (b) \$1,414 to cover the cost of installing a sidewalk along the south boundary of the Howells Property, should it choose to do so in the future. Furthermore, BRC shall restore the south fence along the Howells Property to its present condition if it is affected by the installation of curb and gutter along the north edge of the New Right of Way.

11. Support for the Project. Peter T. Howells agrees to reasonably support the Project, including cooperating with RRK and its agents, at RRK's sole expense, in obtaining final approval for the Project from Midvale City. Mr. Howells further agrees not to disrupt or interfere with the development of the Project, provided that RRK is not in breach of any of its agreements with Mr. Howells or the Howells Trust. Mr. Howells agrees, in nonemergency situations, not to communicate with any subcontractors concerning the Project. Mr. Howells agrees to direct any nonemergency communications concerning the Project to the Project foreman. Notwithstanding the foregoing, nothing in this Section 11 shall prevent Mr. Howells, in any capacity, from pursuing any remedies available to him, at law or in equity, as a result of a breach of any agreement between RRK, Mr. Howells, and/or the Howells Trust.

12. Access and Interference During Development. RRK and its agents shall obey all applicable laws and ordinances governing the control of noise, dust, and similar nuisances that may occur during the development of the Project. RRK also agrees to use its best efforts to provide the other Parties vehicular access to their respective properties during the development of the Project and to minimize utility service disruption. However, the Parties acknowledge and understand that during the development of the Project, they will experience some utility service disruptions and occasional limitations in accessing their property.

13. Recording. The Parties acknowledge and agree that this Agreement will be recorded in the Office of the Salt Lake County Recorder (the "Recorder"). Furthermore, each Party agrees that each other Party may record new deeds or plats with the Recorder reflecting the existence and/or location of the New Right of Way with respect to its portion of the Property.

14. Indemnity. Each Party ("Indemnitor") shall indemnify each other Party from and against any and all claims, losses, costs (including reasonable attorneys' fees), judgments, awards, or other liabilities incurred in connection with or arising out of a breach of Indemnitor's representations and warranties set forth herein.

15. Additional Actions or Instruments. Each Party agrees to take any further action, including the execution and delivery of additional instruments, requested by any other Party that is reasonably necessary to achieve the purposes of this Agreement.

16. Miscellaneous

a. This Agreement shall be construed in accordance with and its performance shall be governed by the laws of the State of Utah, notwithstanding its choice of law rules.

b. This Agreement shall not be binding or enforceable against any Party until all Parties have executed it.

c. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and heirs.

d. This Agreement constitutes the entire agreement and understanding of the parties concerning the matters set forth herein and this Agreement supersedes and replaces all prior negotiations, understandings, proposed agreements, and agreements, either written or oral. Notwithstanding the foregoing, this Section 16(d) is not intended to apply to the Boundary Agreement executed contemporaneously herewith.

e. This Agreement was drafted jointly by all of the Parties, and therefore any presumption that a document should be construed against the drafter is not appropriate.

f. This Agreement may not be modified in any respect except in a writing duly executed by all of the Parties hereto.

g. In the event there is any litigation or arbitration to enforce the terms of this Agreement, the Parties hereto agree that reasonable attorneys' fees and other expenses incurred in litigation or arbitration (including appeals) shall be awarded to the prevailing Party.

h. Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

i. All words used in this Agreement shall be construed to be of such number and gender as the context requires or permits.

j. If any provision of this Agreement, as written, is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be construed and applied in the broadest legally enforceable manner possible within the scope of its express language such that it would be valid, legal, and enforceable. If any provision of this Agreement is construed to be invalid, illegal, or unenforceable, then the remaining provisions of this Agreement shall not be affected thereby and shall remain enforceable without regard to that portion of the Agreement determined to be unenforceable.

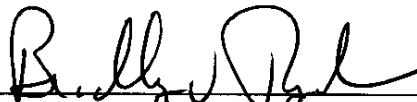
h. This Agreement constitutes a covenant running with the Property and the burdens and benefits of this Agreement shall run with the Property and shall bind the Parties and their successors-in-interest.

IN WITNESS WHEREOF, the undersigned have made, entered into, and executed this Agreement on the dates shown below.

RRK INVESTMENT, LLC

by its Member,

**BRAD REYNOLDS CONSTRUCTION,
INC.**


Bradley V. Reynolds, President 3/30/04
Date

STATE OF UTAH }
 }ss:
COUNTY OF SALT LAKE }

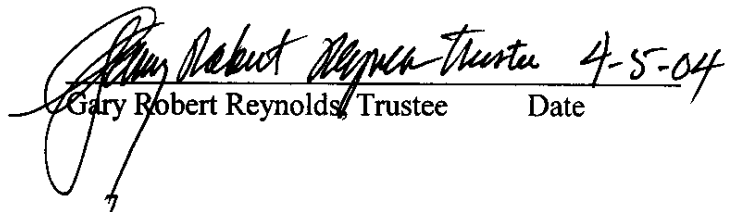
On the 31st day of March 2004, Bradley V. Reynolds personally appeared before me and acknowledged that he executed the foregoing instrument in his capacity as President of Brad Reynolds Construction, Inc., a Utah corporation, a Member of RRK Investment, LLC, a Utah limited liability company.




Notary Public

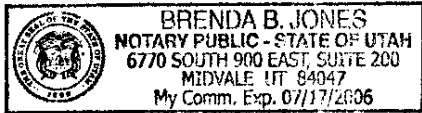
BARBARA ELLEN REYNOLDS TRUST
u/a/d 4/26/94


Barbara Ellen Reynolds, Trustee 4-5-04
Date


Gary Robert Reynolds, Trustee 4-5-04
Date

STATE OF UTAH }
 }ss:
COUNTY OF SALT LAKE }

On the 5th day of April 2004, Barbara Ellen Reynolds and Gary Robert Reynolds personally appeared before me and acknowledged that they executed the foregoing instrument in their capacity as Co-Trustees of the Barbara Ellen Reynolds Trust, u/a/d 4/26/94.



Brenda B. Jones
Notary Public

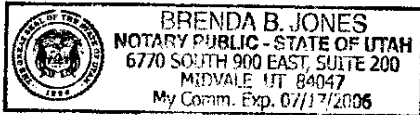
GBR6, LTD.

Barbara Ellen Reynolds 4-5-04
Barbara Ellen Reynolds, General Partner Date

Gary Robert Reynolds
Gary Robert Reynolds, General Partner Date

STATE OF UTAH }
 }ss:
COUNTY OF SALT LAKE }

On the 5th day of April 2004, Barbara Ellen Reynolds and Gary Robert Reynolds personally appeared before me and acknowledged that they executed the foregoing instrument in their capacity as General Partners of GBR6, Ltd., a Utah limited partnership.



Brenda B. Jones
Notary Public

HAL&P, L.C.

David E. Hansen 4/15/04
David E. Hansen, Manager Date

Marvin E. Allen 4/1/04
Marvin E. Allen, Manager Date

William A. Luce 4/1/04
William A. Luce, Manager Date

Gregory J. Poole 4/1/04
Gregory J. Poole, Manager Date

STATE OF UTAH }
 }ss:
COUNTY OF SALT LAKE }

On the 15th day of April 2004, David E. Hansen, Marvin E. Allen, William A. Luce, and Gregory J. Poole each personally appeared before me and acknowledged that he executed the foregoing instrument in his capacity as a Manager of Hal&P, L.C., a Utah limited liability company.

Brenda B. Jones
Notary Public

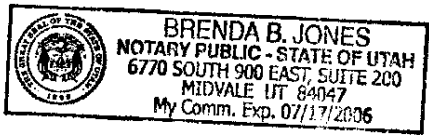


EXHIBIT A
(Legal Description of Howells Property)

Parcels 22-20-327-010-0000 and 22-20-327-013-0000

Parcel No. 1: BEG 1787.75 FT E & 713 FT S & E 217 FT & S 43.29 FT FR NW COR OF SW 1/4 OF SEC 20, T 2S, R 1E, S L M; S 78°41'26" E 64.17 FT M OR L; S 65°46'20" E 38.33 FT M OR L; S 113.05 FT; W 97.87 FT M OR L; N 141.36 FT M OR L TO BEG. Parcel No. 22-20-327-010-0000.

Parcel No. 2: BEG 2102.75 FT E & 897.6 FT S FR W 1/4 COR OF SEC 20, T 2S, R 1E, S L M; N 113.28 FT; S 65°46'20.1" E 182.19 FT; S 55°18'32.5" E 69.11 FT; W 223.39 FT TO BEG. Parcel No. 22-20-327-013-0000.

EXHIBIT B
(Legal Description of GBR6 Property)

Parcels 22-20-327-001-0000, 22-20-327-002-0000, 22-20-327-015-0000, and 22-20-376-001-0000

Sidwell No. 22-20-327-001

Beginning 636.6 feet West and 768.62 feet South from the center line of Section 20, Township 2 South, Range 1 East, Salt Lake Meridian; thence North 78 degrees 41'24" West 118.23 feet, more or less; thence South 48 degrees 24'42" West 86.29 feet; thence South 100 feet; thence East 99 feet, more or less; thence North 131.5 feet thence East 85 feet to the point of beginning

Sidwell No. 22-20-327-002

Beginning 897.6 feet South and 1921.23 feet East of the West one quarter corner of Section 20, Township 2 South, Range 1 East, Salt Lake Meridian; thence North 131.5 feet; thence East 85 feet; thence South 131.5 feet; thence West 85 feet to the point of beginning.

Sidwell No. 22-20-327-015

Beginning 820.6 feet West and 907.5 feet South from the center line of Section 20, Township 2 South, Range 1 East, Salt Lake Meridian; thence West 35 feet; thence North 201.16 feet; thence South 66 degrees 12'23" East 108.73 feet; thence South 48 degrees 24'42" West 86.29 feet; thence South 100 feet more or less to the point of beginning.

Sidwell No. 22-20-376-001

Beginning South 924 feet and West 707.6 feet from the center line of Section 20, Township 2 South, Range 1 East, Salt Lake Meridian; thence South 140 feet; thence West 80 feet; thence North 140 feet; thence East 80 feet to the point of beginning.

EXHIBIT C
(Legal Description of RRK Property)

Parcels 22-20-376-004-0000, 22-20-376-039-0000, 22-20-376-042-0000, 22-20-376-046-0000,
22-20-404-007-0000

Sidwell No. 22-20-376-004

Beginning 907.5 feet South and 582.6 feet West from the center line of Section 20, Township 2 South, Range 1 East, Salt Lake Meridian; thence South 346.79 feet; thence West 18 feet; thence South 164.71 feet; thence East 123.75 feet; thence North 511.5 feet; thence West 105.75 feet to the point of beginning.

Sidwell No. 22-20-376-039

Beginning South 907.5 feet and West 401.85 feet from the center line of Section 20, Township 2 South, Range 1 East, Salt Lake Meridian; thence South 374.27 feet; thence East 172.5 feet; thence South 137.23 feet; thence West 247.5 feet; thence North 511.5 feet; thence East 75 feet to the point of beginning.

Sidwell No. 22-20-376-042

Beginning South 907.5 feet and West 401.85 feet from the center line of Section 20, Township 2 South, Range 1 East, Salt Lake Meridian; thence East 106.87 feet; thence South 55 degrees 17'52" East 79.83 feet; thence South 328.82 feet; thence West 172.5 feet; thence North 374.27 feet to the point of beginning.

Sidwell No. 22-20-376-046

Beginning 1017.49 feet South 0 degrees 02' East and 673.125 feet East from a Salt Lake County Monument at intersection of 660 South Street and 900 East Street; said point being 937.03 feet South and 2382.4 feet East from the West one quarter corner of Section 20, Township 2 South, Range 1 East, Salt Lake Meridian; thence Southeasterly along a curve to the left 151.73 feet; thence Southeasterly 280.2 feet, more or less, along a curve to the right; thence West 258.15 feet; thence North 327.45 feet to the point of beginning.

Sidwell No. 22-20-404-007

Beginning 229.34 feet West and 1419 feet South from the center line of Section 20, Township 2 South Range 1 East, Salt Lake Meridian; thence East 305 feet, more or less, to a Southwesterly highway right-of-way and North access line; thence Northwesterly 146 feet, more or less, along said right-of-way; thence West 258 feet more or less; thence South 138.36 feet to the point of beginning.

EXHIBIT D
(Legal Description of Seven Oaks Property)

Parcel 22-20-376-044-0000

Sidwell No. 22-20-376-044

Beginning South 907.5 feet and West 582.6 feet from the center line of Section 20, Township 2 South, Range 1 East, Salt Lake Meridian; thence South 330.29 feet more or less; thence West 275 feet; thence North 38.79 feet more or less; thence East 145.57 feet; thence North 4 degrees 54'05" East 16.77 feet; thence West 5 feet; thence North 4 degrees 54'05" East 93.63 feet; thence North 181.5 feet; thence East 125 feet to the point of beginning.

EXHIBIT E
(Legal Description of Hal&P Property)

Parcel 22-20-376-048-0000

Sidwell No. 22-20-376-048

Beginning 1019 feet South and 857.6 feet West from the center line of Section 20, Township 2 South, Range 1 East, Salt Lake Meridian; thence East 70 feet; thence North 111.5 feet; thence West 70 feet; thence South 111.5 feet to the point of beginning.

EXHIBIT F
(Legal Description of New Right of Way)

Beginning at a point on the east line of 900 East Street, said to be West 855.94 feet and South 867.20 feet from the Center of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point of beginning also being North 85°08'01" West 934.45 feet from said Center of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, (both bearings and distances from the said Center of Section 20 being calculated from record information only) to a Salt Lake County monument at the intersection of 6600 South Street and 900 East Street, (found monument) and South 0°00'30" East 946.47 feet along the monument line in 900 East Street and East 75.00 feet, and running;

thence East 126.10 feet;

thence South 72°39'27" East 52.00 feet;

thence East 44.94 feet;

thence South 4.50 feet, being the top back of curb to be installed on the north side of this right-of-way, (said point being North 13.31 feet from the Southwest Corner of the property owned by Peter Howells which point is South 0°00'30" East 978.00 feet along the monument line and South 89°39'18" East 295.53 feet from the aforementioned Salt Lake County monument in the intersection of 900 East Street and 6600 South Street);

thence East 52.72 feet along said top back of curb;

thence South 89°40'18" East 136.90 feet along said top back of curb;

thence easterly 33.55 feet along the arc of a 84.50-foot radius curve to the right, (center bears South 0°19'42" West and long chord bears South 78°17'48" East 33.33 feet, with a central angle of 22°45'00") along said top back of curb;

thence easterly 16.00 feet along the arc of a 43.75-foot radius curve to the left, (center bears North 23°04'42" East and long chord bears South 77°24'05" East 15.91 feet, with a central angle of 20°57'34") along said top back of curb;

thence South 87°52'52" East 13.47 feet along said top back of curb;

thence East 35.52 feet along said top back of curb;

thence South 29.33 feet to the extension of the back or south line of a sidewalk to be installed on the south side and within this right-of-way;

thence North 87°52'52" West 50.06 feet to and along the said south line of a sidewalk;

thence westerly 26.25 feet along the arc of a 71.75-foot radius curve to the right, (center bears North 2°07'08" East and long chord bears North 77°24'05" West 26.10 feet, with a central angle of 20°57'33") along said south line of a sidewalk;

thence westerly 22.43 feet along the arc of a 56.50-foot radius curve to the left, (center bears South 23°04'42" West and long chord bears North 78°17'48" West 22.29 feet, with a central angle of 22°45'00") along said south line of a sidewalk;

thence North 89°40'18" West 136.82 feet along said south line of a sidewalk;

thence West 273.30 feet along said south line of a sidewalk to the east line of 900 East Street;

thence North 0°00'30" West 48.00 feet along the east line of 900 East Street to the point of beginning.

Contains 17,604 square feet or 0.404 acres.

Note: The Basis of Bearing for this description is the monument line in 900 East Street from the found monument in the intersection of 900 East Street and 6600 South Street to a found monument in 900 East Street at 7010 South. The bearing and distance being South 0°00'30" East 2739.139 feet by record and 2739.18 feet by actual field measurement.