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Gary W. Ott
Recorder, Salt Lake County, UT
AFFILIATED FIRST TITLE
BY: eCASH, DEPUTY - EF 16 P.

AFTER RECORDING, PLEASE RETURN TO:

David E. Gee, Esq.
Parr Brown Gee & Loveless
185 South State Street, Suite 800
Salt Lake City, Utah 84111-1537

Parcel Nos.: 16-06-107-013; 16-06-107-012;
and 16-06-107-036.

Space above for Recorder's Use

DECLARATION OF EASEMENTS

[Including Termination of Claimed Easement]

THIS DECLARATION OF EASEMENTS (the "**Declaration**") is executed this 1st day of October, 2013, by BOYER QC HOLDINGS, L.C., a Utah limited liability company ("**Holdings**") and EBT, LTD., a Utah limited partnership ("**EBT**").

RECITALS:

A. Holdings owns the Housing Parcel. All capitalized terms in this Declaration not defined above are defined in Section 1 below.

B. EBT owns the EBT Parcel.

C. EBT claims that it has an easement across the Housing Parcel for access to the EBT Parcel but EBT is willing to terminate such claimed easement (referred to herein and defined in Section 1 as the "**1922 Easement**") in accordance with the terms and conditions of this Declaration. Holdings contests the existence and enforceability of the 1922 Easement, but is willing to enter into this Declaration to grant EBT an alternate easement if, but only if, EBT cancels any claim to the 1922 Easement.

D. Holdings and EBT desire to establish with respect to the Parcels, certain rights, obligations and easements on the terms and conditions set forth in this Declaration.

NOW, THEREFORE, for the foregoing purposes, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Holdings and EBT make the following declarations, create the following easements and establish the following covenants, all of which apply to, bind, affect and run with title to each Parcel.

1. Definitions. Certain capitalized terms which are used in this Declaration are defined in this Declaration prior to this Section. In addition to those previously defined capitalized terms, the following capitalized terms shall have the meanings indicated:

“Benefitted Parties” means, with respect to a Parcel, the Owner and Occupants of such Parcel and their respective employees, customers, guests and invitees.

“1922 Easement” means an easement or right-of-way right which EBT claims exists for the benefit of the EBT Parcel across a portion of the Housing Parcel which is described as follows:

Commencing at the Northeast corner of said Lot 1 Block 71, Plat “A”, Salt Lake City Survey, and running thence West 173½ feet; thence South 10 feet; thence East 173½ feet; thence North 10 feet to the place of beginning.

The foregoing right-of-way is referenced in, among other documents, the following: (a) A Decree of Distribution recorded November 17, 1922 as Entry No. 480541 in Book 11-L of Deeds at Page 438; and (b) a Warranty Deed dated March 2, 1973 executed by Feno Tedesco and Birdie C. Tedesco, his wife, as grantors, in favor of Jack L. Tedesco and Ella B. Tedesco, his wife, as grantees which was recorded March 7, 1973 as Entry No. 2522925 in Book 3272 at Page 246.

“EBT Access Area” means the area on the Housing Parcel which is depicted on Exhibit “A-1” attached hereto and described on Exhibit “A-2” attached hereto; provided, however, in the event that the Owner of the Housing Parcel improves the width of the driveway upon the Housing Parcel to more than the width described on Exhibit “A-2” the Benefitted Parties of the EBT Parcel shall have the right to use the entire width of the improved driveway, further provided that nothing herein shall preclude the Owner of the Housing Parcel to later reducing the width of the driveway to the width as specified on Exhibit “A-2”. The height of the EBT Access Area is limited to twenty (20) feet. Notwithstanding any other provision of this Declaration, Holdings, for itself and its successors with respect to the Housing Parcel, reserves the right to use and construct buildings and improvements in the air space above twenty (20) feet, subject to compliance with applicable laws and ordinances.

“EBT Parcel” means those certain tracts of real property located in Salt Lake County, Utah as more particularly described on Exhibit “B” attached hereto.

“Expansion Area” means the area within the Housing Parcel but south of the EBT Access Area which may be utilized by Holdings for the installation of above ground facilities incidental to the installation of underground electrical transmission and communication lines for the benefit of the EBT Parcel and that may be required as a condition to the installation of such lines as provided in Section 5 a. below. If the Expansion Area is required for such purposes and facilities are in fact installed and maintained in such area, the easement granted for the benefit of the EBT Parcel as specified in Section 5 a. shall be deemed to include the Expansion Area.

“Housing Parcel” means that certain tract of real property located in Salt Lake County, Utah as more particularly described on Exhibit “C” attached hereto and incorporated herein by this reference.

“Mortgage” means a recorded mortgage, deed of trust, fixture filing or other security agreement creating and/or perfecting a lien on a Parcel or a portion of a Parcel as security for the payment of indebtedness.

“Mortgagee” means a Person which is the mortgagee, beneficiary or other secured party under a Mortgage.

“Occupant” means any Person that, pursuant to a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use any Parcel or any portion of a Parcel.

“Owner” means the Person that, at a specified time, is the owner of record in the official records of the office of the County Recorder of Salt Lake County, Utah (the **“Office”**) of a fee or an undivided fee interest in a Parcel or portion of a Parcel. In the event that, at any time, there is more than one Owner of a Parcel, the liability of each such Owner for performance or compliance with the applicable provisions of this Declaration shall be joint and several. Notwithstanding any applicable theory or law relating to a Mortgage, the term **“Owner”** shall not mean or include a Mortgagee unless and until such Person has acquired fee title to the Parcel encumbered by a Mortgage pursuant to foreclosure, trustee's sale or any deed, agreement, arrangement or proceeding in lieu thereof. A ground lessee or other long term tenant shall not be deemed to be an Owner for purposes of this Declaration.

“Parcel” means any one of the Parcels.

“Parcels” means the EBT Parcel and the Housing Parcel.

“Person” means a natural person, legal entity or trust.

2. **Grant of Easements.** Holdings hereby creates and grants the following easements with respect to the Housing Parcel for the benefit of the Benefitted Parties of the EBT Parcel, which easements shall be appurtenant to the EBT Parcel:

a. **Pedestrian Easements.** Non-exclusive easements across the surface of the EBT Access Area for pedestrian use by the Benefitted Parties of the EBT Parcel but only for the purpose of providing ingress and egress with respect to the EBT Parcel.

b. **Vehicular Access.** Non-exclusive vehicular access across the traffic lanes and driveways on the surface of the EBT Access Area solely for the purpose of furnishing access and the right of access for the vehicles of the Benefitted Parties of the EBT Parcel with respect to the EBT Parcel; provided, however, that the Owner of the EBT Parcel shall exercise commercially reasonable efforts to not permit delivery vehicles and garbage trucks between the hours of 9:00 p.m. and 8:00 a.m.

c. **Electrical Transmission and Communications Lines.** Non-exclusive easement

for the purpose of installing, maintaining, repairing and replacing one or more underground electrical transmission lines and/or communications lines under the surface of the EBT Access Area solely for the purpose of furnishing electrical and communication services for the Benefitted Parties of the EBT Parcel with respect to the EBT Parcel.

d. No Public Dedication. The easements, rights and privileges created in this Section 2 are not intended, and shall not be construed, as a dedication of any portion of the Housing Parcel for public use, and the Owner of the Housing Parcel shall have the right to take from time to time reasonable steps, including temporary closures of the EBT Access Area as may be necessary to avoid such dedication.

The Owner of the Housing Parcel shall be responsible for improving the EBT Access Area in accordance with the requirements of Section 5 below.

EBT acknowledges that Holdings or its successor-in-interest intends to construct a building or buildings on the Housing Parcel which will most likely be used for multi-family housing but which may be used for other purposes. The EBT Access Area will be part of the setback area related to such building or buildings, and will otherwise be used by the Benefitted Parties of the Housing Parcel solely for fire and emergency access and for maintenance access to maintain the exterior and structural aspects of the buildings and improvements on the Housing Parcel, and for no other purpose. EBT shall use commercially reasonable efforts to avoid any adverse impact to the day-to-day use of the Housing Parcel by Holdings or its successors and their respective Occupants. The Owner of the Housing Parcel, or Holdings if Holdings is not the then current Owner of the Housing Parcel, shall have the right to construct and maintain utility lines above or below the surface of the EBT Access Area but such utility lines shall not interfere with the use of the EBT Access Area except for short periods required to install, maintain or replace such utility lines.

3. Title and Mortgage Protection. No amendment to this Declaration shall in any way affect the rights of any Mortgagee pursuant to a Mortgage that is of record at the time of the recordation of the amendment, or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, unless such Mortgagee consents in writing to such amendment. A breach of any of the covenants, provisions, or requirements of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in a Parcel. A breach of any of the covenants, provisions, or requirements of this Declaration shall not defeat, impair or render invalid the lien of or other rights under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any deed, arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Declaration except the obligation to subordinate its lien or security interest to this Declaration. Holdings hereby represents and warrants to EBT that there are no Mortgages of record in the Office affecting the Housing Parcel as of the time this Declaration is recorded with the Office, or is not otherwise released simultaneously upon the time of such recording.

4. Termination of 1922 Easement and Grant of License. EBT agrees that the 1922 Easement is hereby terminated and shall be null, void and of no further effect. EBT acknowledges that except for the easements created by Section 2 of this Declaration or the temporary license created pursuant to Section 4 of this Declaration, neither it nor any other Person has the right to pedestrian, vehicular or utility access to and/or from the EBT Parcel across the Housing Parcel. Notwithstanding the foregoing or anything to the contrary, until such time as the EBT Access Area improvements have been completed as provided in Section 5, the Benefitted Parties of the EBT Parcel with respect to the EBT Parcel, are hereby granted an license, right and privilege (a) to use the existing paved area upon the Housing Parcel approximately twelve feet in width to have pedestrian and vehicular access to and from the EBT Parcel, (b) maintain such existing paved area for such purposes, and (c) to use existing power poles and electrical transmission lines providing service to the EBT Parcel which traverse the Housing Parcel. The Owner of the Housing Parcel and its Benefitted Parties shall not use such paved area for any purpose that materially limits or adversely affects the use of such paved area by EBT and its Benefitted Parties. Notwithstanding any other provision of this Declaration, the foregoing license shall terminate when the improvements described in Section 5 are completed, and not before.

5. Improvement and Maintenance of the EBT Access Area. Holdings and/or the Owner of the Housing Parcel shall be responsible, as specified, at its sole cost and expense, to make the following improvements to the EBT Access Area:

a. Holdings shall install underground electrical transmission and communications lines below the surface of the EBT Access Area in accordance with the requirements of Rocky Mountain Power or other utility providers, and sufficient for the current requirements of the EBT Parcel and its Benefitted Parties; provided that any transformers or other aboveground facilities required for such transmission and communications lines benefitting the EBT Parcel shall be located upon the EBT Parcel or the Expansion Area, as reasonably determined by the Owners of the Housing Parcel and the EBT Parcel (but Rocky Mountain Power shall have the final determination regarding the location of its equipment). After the installation of the transmission and communications lines and facilities as provided above, the same shall be maintained and replaced by the Owner of the EBT Parcel at its sole expense to the extent the same are not maintained by a public utility company. Holdings agrees to deliver to EBT copies of the plans and specifications for the work contemplated in this Section 5.a., and schedules for the completion of such work, at least ten (10) days prior to commencing such work. In the event Holdings ceases to be the Owner of the Housing Parcel, the Owner of the Housing Parcel agrees to grant to Holdings all necessary easements to perform the work contemplated in this Section 5.a.

b. The Owner of the Housing Parcel, subsequent to ownership of the same by Holdings, shall be obligated to install as part of its development of the Housing Parcel, and within the EBT Access Area, an asphalt driveway to the same specifications and requirements that Salt Lake City would impose for a private driveway and parking lot located within Salt Lake City, provided that the driving surface of the driveway shall not be less than the width of the EBT Access Area. The Owner of the Housing Parcel agrees to deliver to EBT copies of the plans and specifications for the work contemplated in this Section 5.b., and schedules for the completion of

such work, at least ten (10) days prior to commencing such work. Such private driveway shall be deemed completed at such time as the same has been approved by Salt Lake City Corporation. Subject to the obligation of the Owner of the EBT Parcel to make a contribution for the costs of repair and maintenance of the improvements located within the EBT Access Area as specified below, the Owner of the Housing Parcel will maintain, at its sole cost and expense, in good condition and repair the private driveway in essentially the same condition as the same is initially improved by the Owner of the Housing Parcel. Holdings covenants and agrees for itself and subsequent Owners of the Housing Parcel that the Owners of the Housing Parcel shall not have the right, without obtaining the prior written consent or approval of EBT and its successors, which shall not be unreasonably withheld, to make changes, modifications or alterations to the driveway located within the EBT Access Area (not including the installation of utilities which may be required for the Housing Parcel), but nothing herein shall be construed as precluding repairs and/or replacements that are substantially in conformity to the improvements as initially installed. Subsequent to completion of the improvements upon the EBT Access Area, the Owners of the EBT Parcel and the Housing Parcel shall each be responsible for the payment of one half (1/2) of all costs of repair, maintenance and replacement of the improvements made to the EBT Access Area including curbs, gutters and pavement. The Owner of the Housing Parcel shall invoice the Owner of the EBT Parcel for its share of such costs, as such costs are incurred, and such share shall be due and payable within thirty (30) days after receipt of such invoice. In the event that the Owner of the EBT Parcel fails to pay its share of such costs, the Owner of the Housing Parcel shall have the right to record a notice of lien upon the EBT Parcel and the same shall become a lien upon the EBT Parcel from the date of recording of a notice of the same with the Office. Such lien may thereafter be foreclosed in the manner that a mortgage or deed of trust is foreclosed.

c. In the event that the Owner of the Housing Parcel fails to maintain the EBT Access Area as specified in b. above, after not less than ten (10) days written demand that such repairs be made, and provided that the Owner of the Housing Parcel has not commenced such repairs prior to the expiration of such ten (10) day period, the Owner of the EBT Parcel may perform such repairs and one-half (1/2) of the cost of such maintenance or repair shall be invoiced to the Owner of the Housing Parcel and shall be immediately due and payable and the same shall become a lien upon the Housing Parcel from the date of recording a notice of the same with the Office. Such lien may thereafter be foreclosed in the manner that a mortgage or deed of trust is foreclosed. In addition, Cowboy Partners, L.C., a Utah limited liability company ("Cowboy") hereby unconditionally guarantees the payment of all amounts payable by the Owner of the Housing Parcel to the Owner of the EBT Parcel pursuant to this Section 5.c.

d. The Owners of the EBT Parcel and the Housing Parcel shall each acquire and maintain in force, for the benefit of each such Owner, a broad form comprehensive coverage policy of public liability insurance issued by a carrier licensed to do business in the State of Utah. Such liability coverage may be provide as part of a casualty policy obtained by the Owner as long as the Owner of the other Parcel is designated as an additional insured. Such insurance policy shall be maintained on the minimum basis of \$1,000,000 per occurrence with respect to bodily injury, death, property damage and personal injury, and shall also provide for a waiver of subrogation against all other Owners. Each Owner shall provide evidence of such insurance

upon written request of the other Owners.

6. Amendment or Termination; Duration of Declaration. This Declaration may be amended or terminated by, but only by, an instrument filed for record in the Office that is executed by all of the Owners of all of the Parcels. The term of this Declaration is perpetual and shall be and remain in force and effect until terminated pursuant to this Section.

7. Covenants to Run with Land. This Declaration and the easements and covenants created by this Declaration are intended by the Declarant to be and shall constitute covenants running with the land as to each of the Parcels, and shall be binding upon and shall inure to the benefit of each Owner and any Person who acquires or comes to have any interest in any Parcel or portion thereof, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. Each Owner shall comply with, and all interests in all Parcels shall be subject to, the terms of this Declaration. By acquiring, in any way coming to have an interest in, or occupying a Parcel or portion thereof, the Person so acquiring, coming to have such interest in, or occupying a Parcel or portion thereof, shall be deemed to have consented to, and shall be bound by, each and every provision of this Declaration. Upon conveyance of the Housing Parcel, Holdings shall be released and relieved of all obligations under this Declaration except for the obligation set forth in Section 5 a.

8. Enforcement. The Owner of a Parcel or any portion of a Parcel shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Declaration. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Declaration, the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

9. Effective Date. This Declaration, any amendment or termination hereof, and any supplement hereto shall take effect upon its being filed for record in the Office.

10. Miscellaneous.

a. Titles, Captions and References. All section titles or captions in this Declaration are for convenience only, shall not be deemed part of this Declaration and in no way define, limit, extend or describe the scope or intent of any provisions of this Declaration. When this Declaration refers to a Section by number or other designation, such reference shall be deemed to be to the correspondingly numbered Section of this Declaration unless the context refers to another agreement, document or instrument.

b. Pronouns and Plurals. Whenever the context may require, any pronoun used

in this Declaration shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

c. Applicable Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules that would apply the law of another jurisdiction.

d. Exhibits. All exhibits attached to this Declaration are hereby expressly made a part of and incorporated into this Declaration by reference as fully as though completely set forth in this Declaration.

e. Time of Essence. Time is of the essence of this Declaration.

(Signature on the following page)

EXECUTED as of the date and year first above written.

"HOLDINGS"

BOYER QC HOLDINGS, a Utah limited liability company, by its Manager:

THE BOYER COMPANY, L.C., a Utah limited liability company

By: *Jacob L. Boyer*
Name: **Jacob L. Boyer**
Its: **Manager**

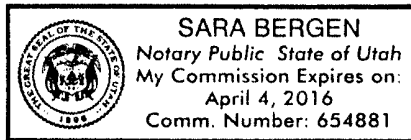
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 1st day of October, 2013 by Jacob L. Boyer, a Manager of The Boyer Company, L.C., a Utah limited liability company, which is the manager of Boyer QC Holdings, L.C., a Utah limited liability company.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Sara Bergen
NOTARY PUBLIC

My Commission Expires:
04-04-16



“EBT”

EBT, LTD., a Utah limited partnership:

By: [Signature] 10-1-2013
Name: Gary Tedesco
Its: General Partner

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

The foregoing instrument was acknowledged before me this 1 day of October, 2013 by Gary Tedesco, the general partner of EBT, LTD., a Utah limited partnership.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
NOTARY PUBLIC

My Commission Expires:

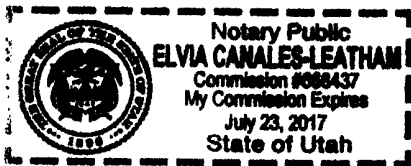
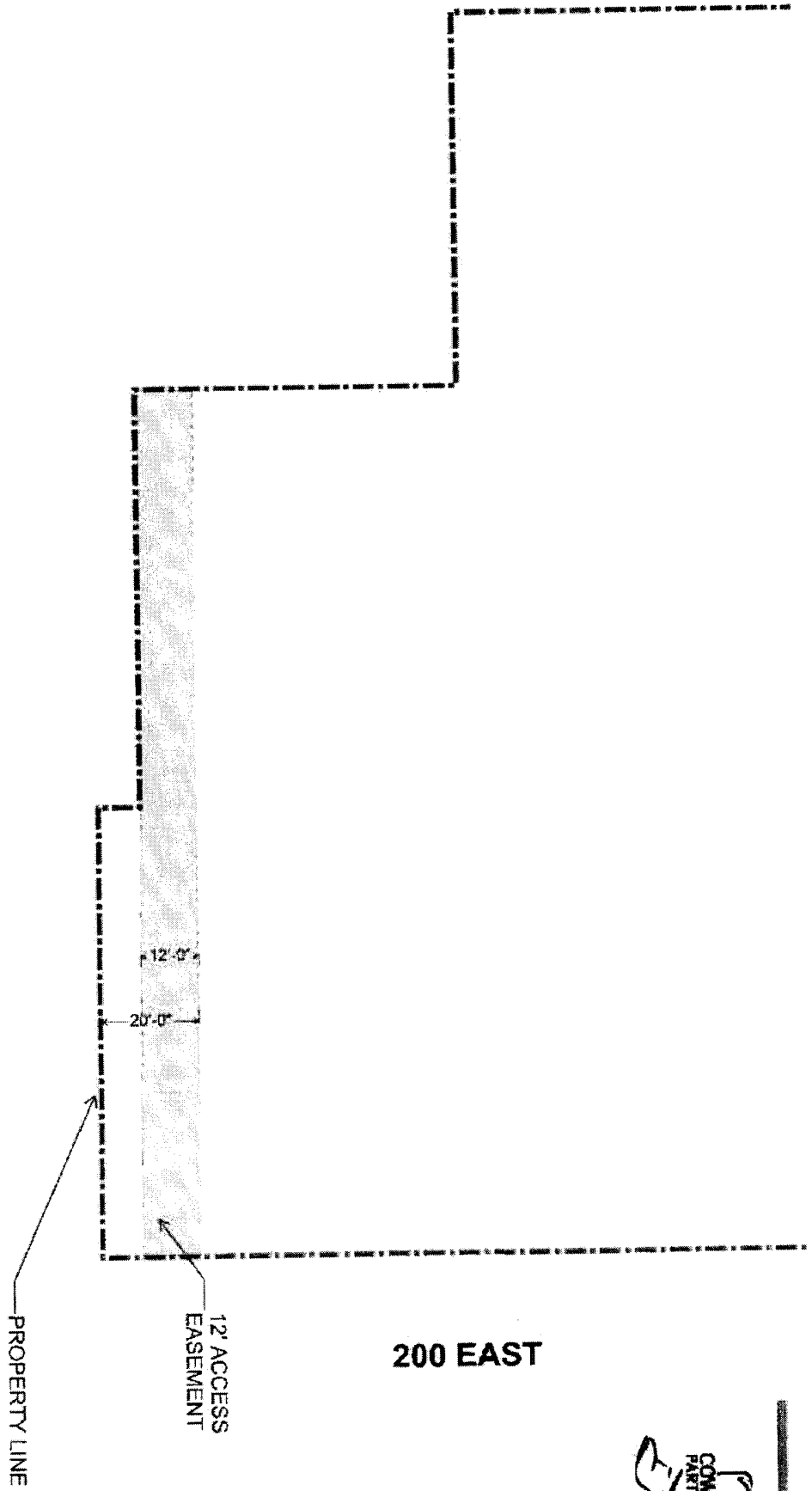


EXHIBIT "A-1"
TO
DECLARATION OF EASEMENTS

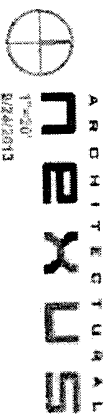
Depiction of EBT Easement Area

[Attached]

>Liberty Crest Easement Study



200 EAST



1"=50'
8/24/2013

EXHIBIT "A-2"

TO

DECLARATION OF EASEMENTS

Legal Description of EBT Easement Area

A 12 FOOT WIDE EASEMENT FOR RIGHT OF WAY PURPOSES OVER PARCEL NO. 16-06-107-036, IN THE CITY OF SALT LAKE CITY, SALT LAKE COUNTY, UTAH, BEING A PART OF BLOCK 71, PLAT "A", SALT LAKE CITY SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY OF 200 EAST STREET; SAID POINT BEING S00°01'43"E 54.00 FEET ALONG SAID WEST LINE, FROM THE NORTHEAST CORNER OF LOT 1, BLOCK 71, PLAT "A" SALT LAKE CITY SURVEY, SAID POINT OF BEGINNING ALSO BEING N00°01'43"W 227.71 FEET ALONG THE MONUMENT LINE IN STATE STREET, AND N89°58'22"E 728.10 FEET, AND S00°01'43"E 54.00 FEET FROM A SALT LAKE CITY MONUMENT IN THE INTERSECTION OF STATE STREET AND 200 SOUTH STREET; AND RUNNING THENCE S00°01'43" E ALONG SAID WEST LINE 12.00 FEET; THENCE S89°58'22"W 173.50 FEET; THENCE N00°01'43"W 12.00 FEET; THENCE N89°58'22"E 173.50 FEET, TO THE POINT OF BEGINNING.

CONTAINS 0.05 ACRES MORE OR LESS.

EXHIBIT "B"

TO

DECLARATION OF EASEMENTS

Legal Description of EBT Parcel

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF LOT 1, BLOCK 71, PLAT "A", SALT LAKE CITY SURVEY, SAID POINT BEING SOUTH 89°58'20" WEST ALONG SAID SOUTHERLY 128.00 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 1, AND RUNNING THENCE SOUTH 89°58'20" WEST ALONG SAID SOUTHERLY LINE 123.71 FEET TO THE SOUTHEAST CORNER OF PARCEL 2 OF 185 SOUTH STATE CONDOMINIUM PROJECT AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 00°01'36" WEST ALONG THE EASTERLY LINE OF SAID PARCEL 2 A DISTANCE OF 165.06 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF SAID LOT 1; THENCE NORTH 89°58'19" EAST ALONG SAID NORTHERLY LINE 78.20 FEET; THENCE SOUTH 00°01'44" EAST 66.06 FEET; THENCE NORTH 89°58'20" EAST 45.50 FEET; THENCE SOUTH 00°01'44" EAST 99.00 FEET TO THE POINT OF BEGINNING.

FORMERLY DESCRIBED AS:

Parcel 1:

Commencing 128 feet West from the Southeast corner of Lot 1, Block 71, Plat "A", Salt Lake City Survey, and running thence West 45 1/2 feet; thence North 99 feet; thence East 45 1/2 feet; thence South 99 feet to the place of beginning.

Parcel No.: 16-06-107-013

Parcel 2:

Commencing 78 1/5 feet East from the Southwest corner of Lot 1, Block 71, Plat "A", Salt Lake City Survey, and running thence East 78 feet; thence North 10 rods; thence West 78 feet; thence South 10 rods to the place of beginning.

Parcel No.: 16-06-107-012

EXHIBIT "C"

TO

DECLARATION OF EASEMENTS

Legal Description of the Housing Parcel

BEGINNING THE NORTHEAST CORNER OF LOT 1, BLOCK 71, PLAT "A" SALT LAKE CITY SURVEY AND RUNNING THENCE S 0°01'43" E 74.00 FEET ALONG THE WEST RIGHT OF WAY OF 200 EAST STREET; THENCE S 89°58'22" W 88.00 FEET; THENCE N 0°01'43" W 8.00 FEET; THENCE S 89°58'22" W 85.50 FEET; THENCE N 0°01'43" W 66.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE S 89°58'22" W 21.30 FEET ALONG SAID LINE; THENCE N 0°01'43" W 216.01 FEET; THENCE N 89°58'22" E 194.80 FEET TO A POINT ON THE WEST RIGHT OF WAY OF 200 EAST STREET; THENCE S 0°01'43" E 216.01 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

CONTAINS 1.245 ACRES MORE OR LESS.

PARCEL NO. 16-06-107-036