WHEN RECORDED, RETURN TO:

Solameer Townhomes, L.L.C c/o Woodbury Corporation 2733 East Parleys Way, Suite 300 Salt Lake City, Utah 84109 Attn: Adam Pritchard, Esq.

12446046 12/30/2016 4:27:00 PM \$171.00 Book - 10517 Pg - 948-960 Gary W. Ott Recorder, Salt Lake County, UT COTTONWOOD TITLE BY: eCASH, DEPUTY - EF 13 P.

ASSIGNMENT AND ASSUMPTION AGREEMENT

(Solameer Recreational Amenities Declaration)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), is made as of December 21, 2016 (the "Effective Date"), by and between SOLAMEER TOWNHOMES, L.L.C., a Utah limited liability company ("Assignor"), and SOLAMEER DEVELOPMENT INC., a Utah corporation ("Assignee") (Assignor and Assignee are sometimes referred herein, collectively, as the "Parties"). All initially capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Solameer Recreational Amenities Declaration (as such term is defined below).

RECITALS:

- A. Assignor, as original "Declarant" thereunder, made and entered into that certain Solameer Recreational Amenities Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, and Bylaws, as part of the Planned Solameer Properties Development, which was recorded in the Salt Lake County Recorder's office on February 28, 2014, as Entry No. 11811681, in Book 10214, at Pages 4752-4787, as subsequently supplemented and/or amended from time to time (collectively, the "Solameer Recreational Amenities Declaration"), which governs that certain real property more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Recreational Amenities Property").
- B. The Parties desire to enter into this Assignment to, among other things, assign Assignor's rights and interest in the Solameer Recreational Amenities Declaration to Assignee and to evidence Assignee's assumption of Assignor's right, obligations, and liabilities under the Solameer Recreational Amenities Declaration.

ASSIGNMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. <u>Assignment.</u> Assignor hereby assigns, conveys, transfers, and sets over all of Assignor's right, title, claim and interest in and to the Solameer Recreational Amenities Declaration, to Assignee. From and after the recordation of this Assignment, Assignee shall be



deemed to be the successor "Declarant" under the Solameer Recreational Amenities Declaration and all of the rights, powers, privileges, obligations and liabilities of "Declarant" thereunder, including, without limitation, all enforcement rights, shall enure to the benefit of Assignee. Assignor represents that the Solameer Recreational Amenities Declaration is in full force and effect and that Assignor's rights thereunder have not previously been assigned by Assignor.

- 2. <u>Assumption</u>. Assignee hereby acknowledges and agrees to all of the terms of the Solameer Recreational Amenities Declaration and accepts the foregoing assignment and assumes and agrees to perform all obligations of "Declarant" under the Solameer Recreational Amenities Declaration, in accordance with the terms thereof.
- 3. <u>Indemnity</u>. Assignee hereby indemnifies and holds harmless Assignor from and against any and all liabilities, costs, damages and expenses (including, without limitation, attorneys' fees, costs and disbursements and costs incurred in connection with the enforcement of the foregoing indemnification obligation) arising out of the Solameer Recreational Amenities Declaration and Assignee's actions thereunder from and after the Effective Date.
- 4. <u>Miscellaneous</u>. This Assignment: (i) may be executed in multiple counterparts each of which shall be deemed an original, all of which together shall constitute one and the same instrument; (ii) may not be modified or amended except by written instrument executed by the Parties; (iii) contains the entire agreement between the Parties and is entered into after full investigation, with neither Party relying upon any statement or representation made by another not contained in this Assignment; and (iv) shall apply to and bind the successors and assigns of Assignee and Assignor. If any term or provision of this Assignment shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Assignment shall not be affected and each term or provision of this Assignment shall be valid and enforceable to the fullest extent permitted by applicable law.

[Signatures on Following Pages]



IN WITNESS WHEREOF, the Parties have executed this Assignment as of the day and year first above written.

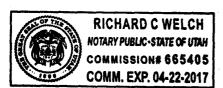
ASSIGNEE:

SOLAMEER DEVELOPMENT INC., a Utah corporation

By: Dryson D. Garbett, President.

STATE OF UTAH) ss: COUNTY OF SALT LAKE)

On the day of December, 2016, before me personally appeared Bryson D. Garbett to me personally known, who by me being duly sworn, did say that they are the President of Solameer Development Inc., a Utah corporation, the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



NOTARY PUBLIC

[Signatures continue on following page]



SOLAMEER TOWNHOMES L.L.C., a Utah limited liability company

By:

By: GSW PROPERTIES L.L.C., a Utah limited liability company, Its Manager

By: WOODBURY STRATEGIC PARTNERS FUND, L.P., a Delaware limited partnership,

By: WSP TRUFFLES L.L.C., a Delaware limited liability company, Its General Partner

WOODBURY STRATEGIC PARTNERS MANAGEMENT

L.L.C., a Tigh limited liability company, Its Manager

By: And Wardhury Manager

By: AVOIMAN W. Puller Morecor

Ву:

By: Sur Marie 1

[End of Signature Pages]

[Acknowledgements Begin on Following Page]

ACKNOWLEDGMENT

STATE OF UTAH)	
	; ss.	
COUNTY OF SALT LAKE)	
Woodbury Strategic Partners M WSP Truffles L.L.C., a Delawa Strategic Partners Fund, L.P. a liability company, Manager of Sinstrument, known to me to be to	anagement L.L.Cre limited liabilit Delaware limited SOLAMEER TO the persons who ee that such comp	nown, who being by me duly sworn did say that he is a Manager of C., a Utah limited liability company, known to be the Manager of y company, known to be the general Partners of Woodbury partnership, Manager of GSW Properties L.L.C., a Utah limited WNHOMES L.L.C., the company that executed the within executed the within instrument on behalf of said company therein any executed the within instrument pursuant to its Operating Notary Public
	: ss.	
COUNTY OF SALT LAKE)	
Woodbury Strategic Partners M WSP Truffles L.L.C., a Delawa Strategic Partners Fund, L.P. a liability company, Manager of Sinstrument, known to me to be	o me personally k lanagement L.L.(re limited liabilit Delaware limited SOLAMEER TO the persons who	
		Notary Public
STATE OF UTAH)	
	: ss.	NOTARY PUBLIC - STATE OF UTAH
COUNTY OF SALT LAKE)	My Comm. Exp. 10/29/2018 Commission # 679172

On the 29th day of <u>December</u>, <u>216</u>, before me personally appeared John R. M. Her, to me personally known, who being by me duly sworn did say that he is a Manager of Woodbury Strategic Partners Management L.L.C., a Utah limited liability company, known to be the Manager of WSP Truffles L.L.C., a Delaware limited liability company, known to be the general Partners of Woodbury Strategic Partners Fund, L.P. a Delaware limited partnership, Manager of GSW Properties L.L.C., a Utah limited liability company, Manager of SOLAMEER TOWNHOMES L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement. Notary Public STATE OF UTAH) TRESEA DAVIS Notary Public : ss. State of Utah Comm. No. 674311 COUNTY OF SALT LAKE) My Comm. Expires Sep 29, 2018 ay of <u>December</u>, 2012, before me personally appeared ____, to me personally known, who being by me duly sworn did say that he is a Manager of Woodbury Strategic Partners Management L.L.C., a Utah limited liability company, known to be the Manager of WSP Truffles L.L.C., a Delaware limited liability company, known to be the general Partners of Woodbury Strategic Partners Fund, L.P. a Delaware limited partnership, Manager of GSW Properties L.L.C., a Utah limited liability company, Manager of SOLAMEER TOWNHOMES L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement. **Notary Public** [End of Acknowledgeme TRESEA DAVIS Notary Public State of Utah Comm. No. 674311

My Comm. Expires Sep 29, 2018

EXHIBIT "A" LEGAL DESCRIPTION OF THE PROPERTY



LEGAL DESCRIPTION FOR THE PROPERTY

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, HERRIMAN CITY, UTAH.

COMMENCING AT A POINT WHICH LIES NORTH 00°20'50" EAST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 53.00 FEET AND NORTH 89°35'47" WEST, A DISTANCE OF 13.21 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT LIES ON THE NORTHERLY RIGHT OF WAY LINE OF 13400 SOUTH STREET; AND TRAVERSING THENCE NORTH 89°35'47" WEST, A DISTANCE OF 537.91 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 00°11'38" EAST, A DISTANCE OF 228.86 FEET; THENCE NORTH 55°39'37" EAST, A DISTANCE OF 102.86 FEET; THENCE ALONG AN ARC 26.90 FEET TO THE RIGHT, HAVING A RADIUS OF 62.50 FEET, THE CHORD OF WHICH IS NORTH 67°59'33" EAST, FOR A DISTANCE OF DEVELOPE CHONATURE. THENCE ALONG AN ARC 24.70 FEET TO THE 1 SET OF 26.70 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 14.78 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS NORTH 37"58"37" EAST, FOR A DISTANCE OF 13.47 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG AN ARC 29.62 FEET TO THE LEFT, HAVING A RADIUS OF 85.00 FEET, THE CHORD OF WHICH IS NORTH 14°21'18" WEST, FOR A DISTANCE OF 29.48 FEET; THENCE NORTH 24°20'23" WEST, A DISTANCE OF 2.20 FEET; THENCE ALONG AN ARC 9.82 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS NORTH 52°27'55" WEST, FOR A DISTANCE OF 9.43 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 7.64 FEET TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, THE CHORD OF WHICH IS NORTH 74°20'23" WEST, FOR A DISTANCE OF 7.62 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 9.82 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS SOUTH 83°47'09" WEST, FOR A DISTANCE OF 9.43 FEET; THENCE NORTH 34°20'23" WEST, A DISTANCE OF 30.00 FEET; THENCE ALONG AN NON-TANGENT ARC 9.82 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS NORTH 27°32'05" EAST, FOR A DISTANCE OF 9.43 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 11.35 FEET TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, THE CHORD OF WHICH IS NORTH 08°42'00" EAST, FOR A DISTANCE OF 11.30 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 9.13 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS NORTH 08°10'29" WEST, FOR A DISTANCE OF 8.82 FEET; THENCE NORTH 34°20"23" WEST, A DISTANCE OF 76.01 FEET; THENCE ALONG AN ARC 11.19 FEET TO THE LEFT, HAVING A RADIUS OF 382.50 FEET, THE CHORD OF WHICH IS NORTH 35°10"40" WEST, FOR A DISTANCE OF 11.19 FEET; THENCE ALONG AN NON-TANGENT ARC 15.89 FEET TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, THE CHORD OF WHICH IS NORTH 54°13"34" WEST FOR A DISTANCE OF 15.63 FEET; THENCE ALONG AN ARC 196.95 FEET TO THE LEFT, HAVING A RADIUS OF 795.00 FEET, THE CHORD OF WHICH IS NORTH 46°37'08" EAST, FOR A DISTANCE OF 196.45 FEET; THENCE NORTH 39°31'18" EAST, A DISTANCE OF 13.60 FEET TO A POINT WHICH LIES ON THE SOUTHERLY RIGHT OF WAY LINE OF HERRIMAN ROSE BOULEVARD; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) ALONG A 15.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 21.79 FEET, THE CHORD OF WHICH IS NORTH 81°07'49" EAST, FOR A DISTANCE OF 19.92 FEET TO A POINT OF THE CHORD OF WHICH IS NORTH 81°07'49" EAST, FOR A DISTANCE OF 19.92 FEET TO A POINT OF REVERSE CURVATURE, (2) ALONG A 366.00 FOOT CURVE TO THE LEFT, A DISTANCE OF 207.89 FEET, THE CHORD OF WHICH IS SOUTH 73°32'01" EAST, FOR A DISTANCE OF 205.11 FEET, (3) SOUTH 89°48'22" EAST, A DISTANCE OF 159.86 FEET, (4) ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 31.42 FEET, THE CHORD OF WHICH IS SOUTH 44°48'22" EAST, FOR A DISTANCE OF 28.28 FEET TO A POINT WHICH LIES ON THE WESTERLY RIGHT OF WAY LINE OF 5195 WEST STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE REMAINING COURSES: (1) SOUTH 00°11'38" WEST, A DISTANCE OF 532.52 FEET, (2) ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 31.49 FEET, THE CHORD OF WHICH IS SOUTH 45°17'56" WEST. FOR A DISTANCE OF 28.34 FEET TO THE POINT OF CHORD OF WHICH IS SOUTH 45°17'56" WEST, FOR A DISTANCE OF 28.34 FEET TO THE POINT OF BEGINNING

CONTAINING 302,343 SQ. FT. OR 6.941 ACRES, MORE OR LESS.

LEGAL DESCRIPTION FOR SOLAMEER TOWNHOMES

The Land described in the foregoing document as Solameer Townhomes is located in Salt Lake County, Utah and is described more particularly as follows:

PARCEL A OF HERRIMAN TOWNES PHASE 1 OR MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH LIES NORTH 00°20'50" EAST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 53.00 FEET AND NORTH 89°35'47" WEST, A DISTANCE OF 551.12 FEET AND FROM THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT LIES ON THE NORTHERLY RIGHT OF WAY LINE OF 13400 SOUTH STREET; AND TRAVERSING THENCE NORTH 89°35'47" WEST, A DISTANCE OF 594.92 FEET; THENCE NORTH 00°24'13" EAST, A DISTANCE OF 319.05 FEET: THENCE NORTH 89°22'06" EAST, A DISTANCE OF 143,20 FEET; THENCE ALONG AN ARC 494.69 FEET TO THE LEFT, HAVING A RADIUS OF 795.00 FEET, THE CHORD OF WHICH IS NORTH 71°32'32" EAST, FOR A DISTANCE OF 486.74 FEET; THENCE ALONG AN NON-TANGENT ARC 15.89 FEET TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THE CHORD OF WHICH IS SOUTH 54°13'34" EAST, FOR A DISTANCE OF 15.63 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG AN ARC 11.19 FEET TO THE RIGHT, HAVING A RADIUS OF 382.50 FEET, THE CHORD OF WHICH IS SOUTH 35°10'40" EAST, FOR A DISTANCE OF 11.19 FEET: THENCE SOUTH 34°20'23" EAST, A DISTANCE OF 76.01 FEET; THENCE ALONG AN ARC 9.13 FEET TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS SOUTH 08°10'29" EAST, FOR A DISTANCE OF 8.82 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 11.35 FEET TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, THE CHORD OF WHICH IS SOUTH 08°42'00" WEST, FOR A DISTANCE OF 11.30 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 9.82 FEET TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS SOUTH 27°32'05" WEST, FOR A DISTANCE OF 9.43 FEET, THENCE SOUTH 34°20'23" EAST, A DISTANCE OF 30.00 FEET; THENCE ALONG AN NON-TANGENT ARC 9.82 FEET TO THE RIGHT, HAVING A RADIUS OF 10,00 FEET, THE CHORD OF WHICH IS NORTH 83°47'09" EAST, FOR A DISTANCE OF 9.43 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 7.64 FEET TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, THE CHORD OF WHICH IS SOUTH 74°20'23" EAST, FOR A DISTANCE OF 7.62 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 9.82 FEET TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS SOUTH 52°27'55" EAST, FOR A DISTANCE OF 9.43 FEET; THENCE SOUTH 24°20'23" EAST A DISTANCE OF 2.20 FEET; THENCE ALONG AN ARC 29.62 FEET TO THE RIGHT, HAVING A RADIUS OF 85.00 FEET, THE CHORD OF WHICH IS SOUTH 14°21'18" EAST FOR A DISTANCE OF 29.48 FEET TO A POINT OF COMPOUND CURVATURE: THENCE ALONG AN ARC 14.78 FEET TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS SOUTH 37°58'37" WEST, FOR A DISTANCE OF 13.47 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 26.90 FEET TO THE LEFT, HAVING A RADIUS OF 62.50 FEET, THE CHORD OF WHICH IS SOUTH 67°59'33" WEST FOR A DISTANCE OF 26.70 FEET; THENCE SOUTH 55°39'37" WEST, A DISTANCE OF 102.86 FEET; THENCE SOUTH 00°11'38" WEST, A DISTANCE OF 228.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 229,602 SQ. FT. OR 5.271 ACRES, MORE OR LESS.

LEGAL DESCRIPTION FOR SOLAMEER APARTMENTS

The Land described in the foregoing document as Solameer Apartments is located in Salt Lake County, Utah and is described more particularly as follows:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, HERRIMAN CITY, UTAH.

COMMENCING AT A POINT WHICH LIES NORTH 00°20'50" EAST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 53.00 FEET AND NORTH 89°35'47" WEST, A DISTANCE OF 13.21 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT LIES ON THE NORTHERLY RIGHT OF WAY LINE OF 13400 SOUTH STREET; AND TRAVERSING THENCE NORTH 89°35'47" WEST, A DISTANCE OF 537.91 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 00°11'38" EAST, A DISTANCE OF 228.86 FEET; THENCE NORTH 55°39'37" EAST, A DISTANCE OF 102.86 FEET; THENCE ALONG AN ARC 26.90 FEET TO THE RIGHT, HAVING A RADIUS OF 62.50 FEET, THE CHORD OF WHICH IS NORTH 67°59'33" EAST, FOR A DISTANCE OF 26.70 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 14.78 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS NORTH 37°58'37" EAST, FOR A DISTANCE OF 13.47 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG AN ARC 29.62 FEET TO THE LEFT, HAVING A RADIUS OF 85.00 FEET, THE CHORD OF WHICH IS NORTH 14"21"18" WEST, FOR A DISTANCE OF 29.48 FEET; THENCE NORTH 24°20'23" WEST, A DISTANCE OF 2.20 FEET; THENCE ALONG AN ARC 9.82 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS NORTH 52°27'55" WEST, FOR A DISTANCE OF 9.43 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 7.64 FEET TO THE RIGHT, MAVING A RADIUS OF 35.00 FEET, THE CHORD OF WHICH IS NORTH 74°20'23" WEST, FOR A DISTANCE OF 7.62 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 9.82 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS SOUTH 83°47'09" WEST, FOR A DISTANCE OF 9.43 FEET; THENCE NORTH 34°20'23" WEST, A DISTANCE OF 30.00 FEET; THENCE ALONG AN NON-TANGENT ARC 9.82 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS NORTH 27°32'05" EAST, FOR A DISTANCE OF 9.43 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 11.35 FEET TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, THE CHORD OF WHICH IS NORTH 08°42'00" EAST, FOR A DISTANCE OF 11.30 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 9.13 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS NORTH 08°10'29" WEST, FOR A DISTANCE OF 8.82 FEET; THENCE NORTH 34°20'23" WEST, A DISTANCE OF 76.01 FEET; THENCE ALONG AN ARC 11.19 FEET TO THE LEFT, HAVING A RADIUS OF 382.50 FEET, THE CHORD OF WHICH IS NORTH 35°10'40" WEST, FOR A DISTANCE OF 11.19 FEET; THENCE ALONG AN NON-TANGENT ARC 15.89 FEET TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, THE CHORD OF WHICH IS NORTH 54°13'34" WEST FOR A DISTANCE OF 15.63 FEET THENCE ALONG AN ARC 196.95 FEET TO THE LEFT, HAVING A RADIUS OF 795.00 FEET, THE CHORD OF WHICH IS NORTH 46°37'08" EAST, FOR A DISTANCE OF 196.45 FEET; THENCE NORTH 39°31'18" EAST, A DISTANCE OF 13.60 FEET TO A POINT WHICH LIES ON THE SOUTHERLY RIGHT OF WAY LINE OF HERRIMAN ROSE BOULEVARD; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) ALONG A 15.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 21.79 FEET, THE CHORD OF WHICH IS NORTH 81°07'49" EAST, FOR A DISTANCE OF 19.92 FEET TO A POINT OF REVERSE QURVATURE, (2) ALONG A 366.00 FOOT CURVE TO THE LEFT, A DISTANCE OF 207.89 FEET, THE CHORD OF WHICH IS SOUTH 73°32'01" EAST, FOR A DISTANCE OF 205.11 FEET, (3) SOUTH 89°48'22" EAST, A DISTANCE OF 159.86 FEET, (4) ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 31.42 FEET, THE CHORD OF WHICH IS SOUTH 44°46'22" EAST, FOR A DISTANCE OF 28.28 FEET TO A POINT WHICH LIES ON THE WESTERLY RIGHT OF WAY LINE OF 5195 WEST STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE REMAINING COURSES: (1) SOUTH 00°11'38" WEST, A DISTANCE OF 532.52 FEET, (2) ALONG A 20:00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 31.49 FEET, THE CHORD OF WHICH IS SOUTH 45°17'56" WEST, FOR A DISTANCE OF 28.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 302,343 SQ. FT. OR 6.941 ACRES, MORE OR LESS.

Lot No.	Parcel No.		
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1002	26-36-376-013		
1003	26-36-376-012		
1004	26-36-376-011		
1005	26-36-376-010		
1006	26-36-376-019		
1007	26-36-376-018		
1008	26-36-376-017		
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1010	26-36-376-015		
1011	26-36-376-020		
1012	26-36-376-021		
1013	26-36-376-022		
1014	26-36-376-023		
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1047	26-36-376-057		
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1091	26-36-376-101		
1092	26-36-376-102		
1093	26-36-376-103		
1094	26-36-376-104		
1095	26-36-376-105		
1096	26-36-376-106		
1097	26-36-376-107		
1098	26-36-376-108		
1099	26-36-376-109		
1100	26-36-376-118		
1101	26-36-376-119		
1102	26-36-376-120		
1103	26-36-376-121		

1104	26-36-376-122		
1105	26-36-376-123		
1106	26-36-376-124		
1107	26-36-376-125		
1108	26-36-376-126		
1109	26-36-376-127		
1110	26-36-376-128		
1111	26-36-376-129		
1112	26-36-376-130		
1113	26-36-376-131	·	
1114	26-36-376-132		
1115	26-36-376-133		
1116	26-36-376-134		
1117	26-36-376-135		
1118	26-36-376-136		
1119	26-36-376-110		
1120	26-36-376-111		
1121	26-36-376-112		
1122	26-36-376-113		
1123	26-36-376-114		
1124	26-36-376-115		
1125	26-36-376-116		
1126	26-36-376-117		
1127	26-36-376-137		
1128	26-36-376-138		
1129	26-36-376-139		
1130	26-36-376-140		
1131	26-36-376-141		
1132	26-36-376-142		
1133	26-36-376-143		
1134	26-36-376-144		
В	26-36-376-052		
Common Area	26-36-376-145		