

When Recorded, Mail To:

DAC-SWENSON, LC  
c/o David A. Cloward  
7045 South 2400 West  
Spanish Fork, Utah 84660

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(Space Above for Recorder's Use Only)

**TEMPORARY ACCESS AND UTILITY  
EASEMENT AGREEMENT**

This TEMPORARY ACCESS AND UTILITY EASEMENT AGREEMENT (this "**Agreement**") is made and entered into effective as of the 30 day of September, 2021 (the "**Effective Date**"), by and between FIG PROJECT DD, LLC, a Utah limited liability company ("**FIG**"), and DAC-SWENSON, L.C., a Utah limited liability company ("**DAC**"), for the benefit of the parties, their respective successors and assigns.

**RECITALS**

A. FIG is the owner of that certain real property located in the City of Spanish Fork, Utah County, Utah (the "**FIG Property**"), more particularly described on Exhibit A attached hereto and incorporated herein.

B. DAC owns certain real property adjacent to the FIG Property ("**DAC Property**"), which is more particularly described on Exhibit B attached hereto and incorporated herein.

C. The parties hereto desire to grant and convey to the other a temporary access easement over and across that certain real property described and depicted on Exhibit "C" attached hereto and incorporated herein by this reference (the "**Easement Area**") for purpose of accessing the Easement Area to construct "**Utilities**" or "**utility**" are defined herein to include all utility facilities, pipes, conduits, channels, ponds, ditches, boxes, facilities, and all related appurtenances for the provision of services such as drinking water, secondary water, irrigation water, electric power, telecommunications, storm drainage, storm sewer, sanitary sewer, sewer, roads, transportation, and internet lines and conduits (collectively, the "**Utility and Roadway Facilities**").

D. FIG desires to grant to DAC and DAC desires to grant to FIG, an easement on, over and across the Easement Area subject to the terms and conditions set forth herein and grant to each other the rights and license to construct, repair and maintain the Utility and Roadway Facilities in the Easement Area throughout the duration of this Agreement.

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

**TERMS AND CONDITIONS**


1. **Grant of Temporary Construction Easement.** FIG hereby grants and conveys to DAC, and its successors and assigns, and DAC hereby grants and conveys to FIG, its successors and assigns, a temporary non-exclusive appurtenant easement on, over, and across the Easement Area for the purposes of construction of the Utility and Roadway Facilities on the FIG Property and the DAC Property, as applicable, and ingress and egress to and from the Easement Area (the “**Construction Easement**”).
2. **Grant of Access and Maintenance Easement.** FIG hereby grants and conveys to DAC, and its successors and assigns, and DAC hereby grants and conveys to FIG, its successors and assigns, a non-exclusive ingress and egress access easement on, over, and across the Easement Area for the purpose of maintaining the Utility and Roadway Facilities (the “**Maintenance Easement**”). In no event shall either FIG or DAC construct any building or permanent structure on or over the Easement Area. DAC and FIG, and their respective successors, assigns and agents, shall have the right throughout the duration of this Agreement to remove or clear any and all buildings, fences, structures, combustible materials, trees, brush, debris, or any other obstruction from the Easement Area, which in the reasonable judgment of DAC or FIG may interfere with or endanger the construction, altering, maintaining, inspecting, repairing, reconstructing and operation of the Utility and Roadway Facilities.
3. **Reservations.** Notwithstanding anything contained herein to the contrary and without limiting any other provision or the non-exclusive nature hereof, FIG and DAC expressly reserve the right to use, occupy and improve the Easement Area for any and all purposes not inconsistent with the rights granted herein and provided further that the reserved rights shall not interfere with, delay or cause any additional costs to FIG or DAC in connection with construction of any improvements and access over and across the Easement Area. FIG and DAC shall promptly execute and deliver any applications, permits and other authorizations that may be required for the construction of the Utility and Roadway Facilities.
4. **Term of Easement.** The rights granted to DAC and FIG shall be perpetual until such time as the Utility and Roadway Facilities are constructed and dedicated or conveyed to the City of Spanish Fork, Utah (the “**City**”) for use as a public right-of-way, public utility access, and upon such dedication, this Agreement shall automatically terminate and be of no further force or effect, without need for recordation of any additional instrument. Upon the written request of either party after the automatic termination of this Agreement, the parties shall execute such documents or instruments as the requesting party shall reasonably request evidencing the termination of this Agreement (the “**Easement Term**”). The term “Termination Date” as used herein means the date that the Agreement terminates.
5. **Compliance with Laws.** DAC and FIG will comply with all laws, statutes, codes, ordinances, rules and regulations in connection with any and all activities performed pursuant to this Agreement.
6. **Performance of Work.** Upon completion of construction of the Utility and Roadway Facilities, neither party shall leave stockpiles of dirt or construction materials on the other party’s Property and shall leave the area clean and in a safe condition. Upon completion of construction of the Utility and Roadway Facilities, as evidenced by the engineer of record issuing a certificate of



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**FIG:**

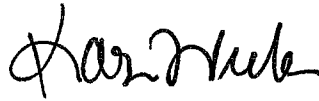
FIG PROJECT DD, LLC,  
a Utah limited liability company

By:   
Michael Miller, its Manager

STATE OF Utah )  
County of Utah ) ss.

The foregoing instrument was acknowledged before me this 30 day of September, 2021, by Michael Miller, in his capacity as Manager of FIG PROJECT DD, LLC, a Utah limited liability company.

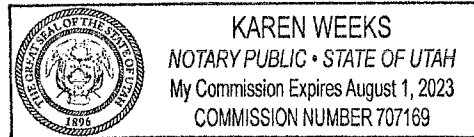
WITNESS my hand and official seal.



Notary Public

My Commission Expires:


8.1.23



[DAC SIGNATURE PAGE FOLLOWS]

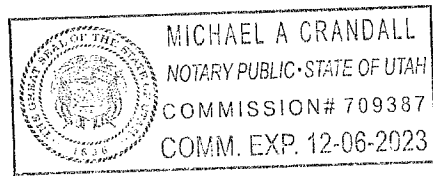
DAC:

DAC-SWENSON, L.C.

By:   
David A. Cloward, its Manager

STATE OF UTAH     )  
                                  :SS  
COUNTY OF UTAH    )

On the 1st day of October, 2021 personally appeared before me, David A Cloward, personally known to me or proved to me, to be the MANAGER of DAC-SWENSON, L.C of 7045 South 2400 West, Spanish Fork, Utah 84660, County of Utah, State of Utah, who duly acknowledged to me that he signed the foregoing instrument as the MANAGER of said limited liability company on behalf of said limited liability company executed the same.



  
NOTARY PUBLIC

EXHIBIT A  
FIG'S PROPERTY

The following described property is located in Utah County, Utah:

BEGINNING AT A POINT WHICH LIES N01°38'09"W 392.89 FEET ALONG THE SECTION LINE AND EAST 1339.68 FEET FROM THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N00°18'43"E 84.00 FEET; THENCE S89°41'17"E 0.96 FEET; THENCE SOUTHEASTERLY 18.89 FEET ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°12'44", THE CHORD S44°53'38"E 17.00 FEET; THENCE EAST 304.76 FEET; THENCE NORTHEASTERLY 18.85 FEET ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS N45°00'00"E 16.97 FEET; THENCE NORTH 117.26 FEET; THENCE EAST 386.46 FEET; THENCE SOUTHEASTERLY 100.27 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 76°35'57", THE CHORD BEARS S51°42'01"E 92.97 FEET; THENCE EAST 135.61 FEET; THENCE NORTH 166.63 FEET; THENCE N89°50'20"E 394.01 FEET; THENCE S00°14'39"E 681.89 FEET; THENCE S89°36'57"W 63.48 FEET; THENCE NORTHEASTERLY 62.62 FEET ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE 89°41'41", THE CHORD BEARS N44°33'21"E 56.42 FEET; THENCE N00°17'30"W 159.80 FEET; THENCE WEST 199.15 FEET; THENCE SOUTH 49.63 FEET; THENCE WEST 418.49 FEET; THENCE SOUTH 114.87 FEET; THENCE SOUTHEASTERLY 63.16 FEET ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°28'07", THE CHORD BEARS S45°14'03"E 56.80 FEET; THENCE S89°31'53"W 140.00 FEET; THENCE NORTHEASTERLY 62.50 FEET ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89°31'53", THE CHORD BEARS N44°45'57"E 56.34 FEET, THENCE NORTH 169.91 FEET; THENCE NORTHWESTERLY 23.56 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS N45°00'00"W 21.21 FEET; THENCE WEST 199.59 FEET; THENCE NORTHWESTERLY 117.81 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS N45°00'00"W 106.07 FEET; THENCE NORTH 76.66 FEET; THENCE NORTHWESTERLY 18.85 FEET ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS N45°00'00"W 16.97 FEET; THENCE WEST 305.08 FEET; THENCE SOUTHWESTERLY 18.81 FEET ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89°47'16", THE CHORD BEARS S45°06'22"W 16.94 FEET; THENCE N89°41'17"W 1.11 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPTING BEGINNING AT A POINT WHICH LIES N01°38'09"W 316.15 FEET ALONG THE SECTION LINE AND EAST 1714.70 FEET FROM THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 205.92 FEET; THENCE NORTHEASTERLY 39.27 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS N45°00'00"E 35.36 FEET; THENCE EAST 314.46 FEET; THENCE SOUTHEASTERLY 43.98 FEET

ALONG THE ARC OF A 28.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS S45°00'00"E 39.60 FEET; THENCE SOUTH 202.92 FEET; THENCE SOUTHWESTERLY 43.98 FEET ALONG THE ARC OF A 28.00 FOOT RADIUS TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS S45°00'00"W 39.60 FEET; THENCE WEST 311.46 FEET; THENCE NORTHWESTERLY 43.98 FEET ALONG THE ARC OF A 28.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS N45°00'00"W 39.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.27 ACRES.

**EXHIBIT B**  
**DAC'S PROPERTY**

**Phase II Phase 3A Boundary Description**

BEGINNING AT A POINT WHICH LIES N01°38'09"W 11.37 FEET ALONG THE SECTION LINE AND EAST 1328.48 FEET FROM THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N00°00'06"W 322.82 FEET; THENCE N00°18'43"E 58.54 FEET; THENCE S89°41'17"E 1.11 FEET; THENCE NORTHEASTERLY 18.81 FEET ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°47'16", THE CHORD BEARS N45°06'22"E 16.94 FEET; THENCE EAST 305.08 FEET; THENCE SOUTHEASTERLY 18.85 FEET ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS S45°00'00"E 16.97 FEET; THENCE SOUTH 76.66 FEET; THENCE SOUTHEASTERLY 117.81 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS S45°00'00"E 106.07 FEET; THENCE EAST 199.59 FEET; THENCE SOUTHEASTERLY 23.56 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS S45°00'00"E 21.21 FEET; THENCE SOUTH 169.91 FEET; THENCE SOUTHWESTERLY 62.50 FEET ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°31'53", THE CHORD BEARS S44°45'57"W 56.34 FEET; THENCE S89°31'53"W 580.43 FEET TO THE POINT OF BEGINNING. CONTAINING 4.49 ACRES.

**Phase II Parcel 3B Boundary Description**

BEGINNING AT A POINT WHICH LIES N01°38'09"W 17.26 FEET ALONG THE SECTION LINE AND EAST 2049.06 FEET FROM THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTHWESTERLY 63.16 FEET ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°28'07", THE CHORD BEARS N45°14'03"W 56.80 FEET; THENCE NORTH 114.87 FEET; THENCE EAST 418.49 FEET; THENCE SOUTH 151.78 FEET; THENCE S89°31'53"W 378.17 FEET TO THE POINT OF BEGINNING.  
CONTAINING 1.47 ACRES.

**Phase II Parcel 6 Boundary Description**

BEGINNING AT A POINT WHICH LIES N01°38'09"W 316.15 FEET ALONG THE SECTION LINE AND EAST 1714.70 FEET FROM THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 205.92 FEET; THENCE NORTHEASTERLY 39.27 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS N45°00'00"E 35.36 FEET; THENCE EAST 314.46 FEET; THENCE SOUTHEASTERLY 43.98 FEET ALONG THE ARC OF A 28.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS S45°00'00"E 39.60 FEET; THENCE SOUTH 202.92 FEET; THENCE SOUTHWESTERLY 43.98 FEET ALONG THE ARC OF A 28.00 FOOT RADIUS TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS S45°00'00"W 39.60 FEET; THENCE WEST 311.46 FEET; THENCE



NORTHWESTERLY 43.98 FEET ALONG THE ARC OF A 28.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS N45°00'00"W 39.60 FEET TO THE POINT OF BEGINNING. CONTAINING 2.17 ACRES.

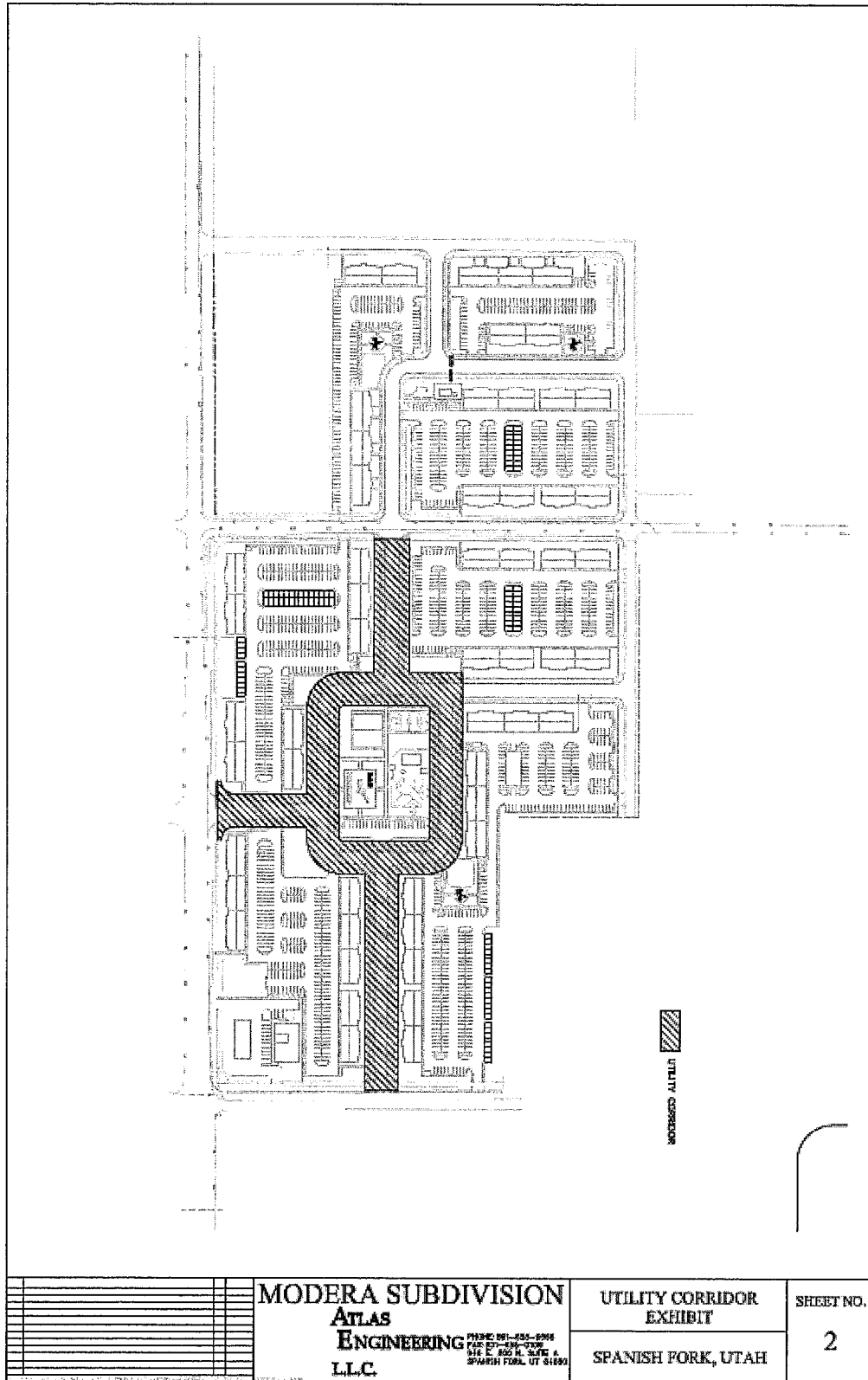
**Phase III Parcel 4 Boundary Description**

BEGINNING AT A POINT WHICH LIES N01°38'09"W 476.92 FEET ALONG THE SECTION LINE AND EAST 1342.54 FEET FROM THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N00°18'43"E 552.04'; THENCE EAST 659.92 FEET; THENCE S00°00'55"W 326.54 FEET; THENCE EAST 261.92 FEET; THENCE SOUTH 165.89 FEET; THENCE WEST 135.61 FEET; THENCE NORTHWESTERLY 100.27 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 76°35'57", THE CHORD BEARS N51°42'01"W 92.97 FEET; THENCE WEST 386.46 FEET; THENCE SOUTH 117.26 FEET; THENCE SOUTHWESTERLY 18.85 FEET ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS S45°00'00"W 16.97 FEET; THENCE WEST 304.76 FEET; THENCE NORTHWESTERLY 18.89 FEET ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°12'44", THE CHORD N44°53'38"W 17.00 FEET; THENCE N89°41'17"W 0.96 FEET TO THE POINT OF BEGINNING.  
CONTAINING 8.43 ACRES.

**Phase III Parcel 5 Boundary Description**

BEGINNING AT A POINT WHICH LIES N01°38'09"W 20.35 FEET ALONG THE SECTION LINE AND EAST 2427.34 FEET FROM THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 201.41 FEET; THENCE EAST 199.15 FEET; THENCE S00°17'30"E 159.80 FEET; THENCE SOUTHWESTERLY 62.62 FEET ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°41'41", THE CHORD BEARS S44°33'21"W 56.42 FEET; THENCE S89°31'53"W 160.39 FEET TO THE POINT OF BEGINNING.  
CONTAINING 0.91 ACRES.

**EXHIBIT "C"**  
**EASEMENT AREA**



**Easement Area Legal Description**

BEGINNING AT A POINT WHICH LIES N01°38'09"W 392.89 FEET ALONG THE SECTION LINE AND EAST 1339.68 FEET FROM THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N00°18'43"E 84.00 FEET; THENCE S89°46'44"E 10.96 FEET; THENCE SOUTHEASTERLY 3.15 FEET ALONG THE ARC OF A 2.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°12'44", THE CHORD S44°53'38"E 2.83 FEET; THENCE EAST 304.76 FEET; THENCE NORTHEASTERLY 3.14 FEET ALONG THE ARC OF A 2.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS N45°00'00"E 2.83 FEET; THENCE NORTH 127.26 FEET; THENCE EAST 396.46 FEET; THENCE SOUTHEASTERLY 133.52 FEET ALONG THE ARC OF A 85.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS S45°00'00"E 120.21 FEET; THENCE SOUTH 65.65 FEET; THENCE SOUTHEASTERLY 3.14 FEET ALONG THE ARC OF A 2.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS S45°00'00"E 2.83 FEET; THENCE EAST 516.65 FEET; THENCE S00°14'39"E 80.00 FEET; THENCE WEST 516.99 FEET; THENCE SOUTHWESTERLY 3.14 FEET ALONG THE ARC OF A 2.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS S45°00'00"W 2.83 FEET; THENCE SOUTH 53.26 FEET; THENCE SOUTHWESTERLY 133.52 FEET ALONG THE ARC OF A 85.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS S45°00'00"W 120.21 FEET; THENCE WEST 26.87 FEET; THENCE SOUTH 173.77 FEET; THENCE SOUTHEASTERLY 47.37 FEET ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE 90°28'07", THE CHORD BEARS S45°14'03"E 42.60 FEET; THENCE S00°28'07"E 10.00 FEET; THENCE S89°31'53"W 140.00 FEET; THENCE N00°28'07"W 10.00 FEET; THENCE NORTHWESTERLY 46.88 FEET ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE 89°31'53", THE CHORD BEARS N44°45' 57"E 42.25 FEET; THENCE NORTH 174.91 FEET; THENCE WEST 204.59 FEET; THENCE NORTHWESTERLY 133.52 FEET ALONG THE ARC OF A 85.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS N45°00'00"W 120.21 FEET; THENCE NORTH 76.66 FEET; THENCE NORTHWESTERLY 3.14 FEET ALONG THE ARC OF A 2.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS N45°00'00"W 2.83 FEET; THENCE WEST 305.08 FEET; THENCE SOUTHWESTERLY 3.13 FEET ALONG THE ARC OF A 2.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89°47'16", THE CHORD BEARS S45°06'22"W 2.82 FEET; THENCE N89°46'40"W 11.10 FEET TO THE POINT OF BEGINNING.

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NORTHEASTERLY 3.14 FEET ALONG THE ARC OF A 2.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS N45°00'00"E 2.83 FEET; THENCE EAST 314.46 FEET; THENCE SOUTHEASTERLY 7.85 FEET ALONG THE ARC OF A 5.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS S45°00'00"E 7.07 FEET; THENCE SOUTH 202.92 FEET; THENCE SOUTHWESTERLY 7.85 FEET ALONG THE ARC OF A 5.00 FOOT RADIUS TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS S45°00'00"W 7.07 FEET; THENCE WEST 311.46 FEET; THENCE NORTHWESTERLY 7.85 FEET ALONG THE ARC OF A 5.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS N45°00'00"W 7.07 FEET TO THE POINT OF BEGINNING. CONTAINING 1.57 ACRES.

CONTAINING 4.40 ACRES