

WHEN RECORDED, MAIL TO:

Lehi Pointe, L.L.C.  
Attn: Gary L. Howland  
9450 South Redwood Road  
South Jordan, Utah 84095

US Title 076256

ENT 60817:2024 PG 1 of 16  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2024 Sep 05 04:29 PM FEE 42.00 BY TM  
RECORDED FOR US Title Insurance Agency  
ELECTRONICALLY RECORDED

## PARKING EASEMENT AGREEMENT

This PARKING EASEMENT AGREEMENT (this "**Agreement**") is made and entered into effective as of the 5th day of September 2024 by Lehi Pointe, L.L.C., a Utah limited liability company ("**Lehi Pointe**"), and MPT of Lehi-Steward, LLC, a Delaware limited liability company ("**MPT**"). Lehi Pointe and MPT, together with their successors and assigns, are each sometimes referred to herein individually as an "**Owner**" and collectively as the "**Owners.**"

### RECITALS

- A. The Owners entered into that certain Hospital Development Agreement (the "**Development Agreement**"), dated as of February 6, 2024, by and among the Owners, BVLP LEHI, LLC, a Utah limited liability company, HOWLAND PARTNERS, INC., a Utah corporation, SANCTUARY AT LEHI, LLC, a Delaware limited liability company, LEHI CITY, a political subdivision of the State of Utah, and CATHOLIC HEALTH INITIATIVES COLORADO, a Colorado nonprofit corporation ("**MPT Tenant**" and together with MPT, the "**MPT Parties**").
- B. Lehi Pointe is the owner of (i) all of that certain parcel of real property consisting of approximately 5.276 acres situated in Utah County, State of Utah, as more particularly described on Exhibit A attached hereto (the "**Lehi Parcel**"), and (ii) that certain parcel of real property containing approximately 2.058 acres and located at 2900 N. Digital Drive, Lehi, Utah, as more particularly described on Exhibit B attached hereto (the "**Triangle Parcel**").
- C. MPT is the owner of all that certain parcel of real property consisting of approximately 28.33 acres situated in Utah County, State of Utah, as more particularly described on Exhibit C attached hereto (the "**MPT Parcel**"), which includes (i) an area of approximately 43,560 square feet used as a detention pond, as more particularly described on Exhibit D attached hereto ("**North Detention Area**"), and an area of approximately 43,560, as more particularly described on Exhibit D-1 ("**South Detention Area**," and together with the North Detention Area, the "**Detention Area**") and, (ii) the current hospital road beginning at Triumph Boulevard on the west and ending at the edge of the MPT Parcel on the east, as shown on Exhibit E attached hereto (the "**East/West Road**"), and (iii) the current road connecting Digital Drive to the MPT Parcel, as shown on Exhibit E-1 attached hereto (the "**North/South Road**").

- D. Lehi Pointe desires, among other things, to install an underground detention system on the Detention Area and construct a parking area on the North Detention Area within the MPT Parcel, and MPT desires to grant certain easements to Lehi Pointe on the MPT Parcel, as more specifically set forth in this Agreement.

### AGREEMENT

1.1 Construction Easements. MPT, as the owner of MPT Parcel, hereby grants, conveys, transfers, and assigns to Lehi Pointe, for the benefit of the Lehi Parcel and its owners and contractors, suppliers, and other invitees thereof, a non-exclusive easement (the "**Construction Easement**") over, under, upon and across the Detention Area for the purpose of installing an underground detention system on the Detention Area and constructing a parking lot on the North Detention Area (the "**Parking Area**"), in the locations particularly described on Exhibits D and D-1 attached hereto (collectively, the "**Work**") and together with the Detention Area, collectively, the "**Easement Area**"), all in accordance with the terms and conditions set forth in the Development Agreement. The Construction Easement shall terminate upon the earlier to occur of (i) completion of such installation the underground detention system and the construction of the Parking Area and (ii) the date that is two years following the date of this Agreement.

1.2 Repair of Physical Damage. Prior to expiration of the term of the Construction Easement, Lehi Pointe shall promptly repair all physical damage actually caused to the MPT Parcel as a result of the Work and restore the Easement Area to the same or better condition as it existed on the date hereof.

1.3 Indemnification. Lehi Pointe agrees to indemnify, defend and hold the MPT Parties harmless from and against any and all claims, losses, damages, costs and expense (including, without limitation, reasonable attorneys fees' and court costs) suffered or incurred by the MPT Parties as a result of or in connection with any activities of Lehi Pointe (including any activities of any of Lehi Pointe's employees, consultants, contractors or other agents) conducted on or about the Easement Area or pursuant to this Agreement, including, without limitation, mechanics' liens, damage to the Easement Area and injury to persons or property resulting from such activities. MPT agrees to indemnify, defend and hold Lehi Pointe harmless from and against any and all claims, losses, damages, costs and expense (including, without limitation, reasonable attorneys fees' and court costs) suffered or incurred by Lehi Pointe as a result of or in connection with any activities of MPT (including any activities of any of MPT's employees, consultants, contractors or other agents) conducted on or about the Easement Area or pursuant to this Agreement, including, without limitation, mechanics' liens, damage to the Easement Area and injury to persons or property resulting from such activities.

1.4 Insurance. During the term of the Construction Easement, Lehi Pointe shall, at its sole cost and expense, at all times during the term of the Easement secure and maintain a broad form comprehensive general liability policy of insurance insuring the MPT Parties against loss, liability and cost of defense caused by or connected with Lehi Pointe's performance of the Work, with available limits of liability of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, together with an umbrella liability policy of not less than

\$10,000,000.00. Lehi Pointe shall deliver evidence of such insurance to the MPT Parties in advance of Lehi Pointe entering onto the Easement Area for purposes of performing the Work.

2. Parking and Access Easements. Upon the completion of construction of the Parking Area, MPT hereby grants, conveys, transfers, and assigns to Owner of the Lehi Parcel, for the benefit of the Lehi Parcel and its Owners and all employees, tenants, guests, customers, contractors, suppliers, and other invitees thereof, a non-exclusive perpetual easement upon, over and within the Parking Area for (i) the parking of 100 vehicles within the Parking Area from 6:00 pm. to 7:00 a.m., and (ii) for vehicular and pedestrian ingress and egress to and from the Lehi Parcel and the East/West Road (the "***Parking Easement***").

3. Access Easements. MPT hereby grants, conveys, transfers, and assigns to Owner of the Lehi Parcel and the Owner of the Triangle Parcel, for the benefit of the Lehi Parcel and the Triangle Parcel and their respective Owners and all employees, tenants, guests, customers, contractors, suppliers, and other invitees thereof, a non-exclusive perpetual easement upon, over and within the East/West Road and the North/South Road, for ingress and egress to and from the Lehi Parcel and the Triangle Parcel, respectively (the "***Access Easement***," and together with the Construction Easement and the Parking Easement, the "***Easements***").

4. Maintenance and Repair. Subject to the terms and conditions contained in the Development Agreement, MPT, as the Owner of the MPT Parcel shall be responsible for maintaining and repairing the Parking Area and all improvements now or hereafter situated thereon, in good condition and repair, reasonably free and clear from obstruction, debris, hazard, and nuisance and in accordance with all applicable laws and regulations and otherwise in a manner mutually agreed upon by the Owners, with the cost of maintenance and repair being split between MPT and Lehi Point based upon reasonable industry pricing; provided, however, that any damage to the Easement Areas caused by any Owner or any of their respective employees, tenants, guests, contractors, customers, contractors, suppliers or other invitees thereof, shall be repaired by the respective Owner at its sole cost and expense.

5. Reservations. The Owner or occupant of the MPT Parcel shall not cause or allow any barrier, structure, or other impediment to the use of the Easements by the beneficiaries thereof to be constructed or placed on such MPT Parcel in a manner that materially interferes with the use of the Easements by the beneficiaries thereof.

6. Duration. Unless other expressly set forth herein, the Easements and each covenant and restriction set forth in this Agreement shall be perpetual.

7. Covenants Run With Land. Each right and obligation in this Agreement (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of the Lehi Parcel, the Triangle Parcel or the MPT Parcel to the extent that such portion is affected or bound by the Easements or the covenant or restriction in question, or to the extent that such easement, covenant or restriction is to be performed on such portion; and (c) shall benefit and be binding upon any person whose title is acquired by conveyance, judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Every person who owns, occupies or acquires any right, title,

estate or interest in any portion of the Lehi Parcel, the Triangle Parcel or the MPT Parcel shall be conclusively deemed to have consented and agreed to the obligations and restrictions contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in such property.

8. No Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of either the Lehi Parcel, the Triangle Parcel or the MPT Parcel to the general public or for the public or for any public purpose.

9. Miscellaneous.

9.1 Should any Owner default in any of the covenants or restrictions herein contained, that defaulting Owner shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.

9.2 Subject to Section 9.4, below, in the event of a default by an Owner hereunder, the non-defaulting Owner shall have the right to prosecute any proceedings at law or in equity against the defaulting Owner, and to recover direct damages for any such violation or default, but in no event shall any Owner be entitled to recover any special, incidental, speculative, consequential, indirect or punitive damages. Such proceeding shall include the right to restrain by injunction any violation or threatened violation of any of the terms, covenants, or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum, if any) is not adequate. Subject to Section 9.4, below, all of the remedies permitted or available to an Owner under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

9.3 No waiver by any Owner of any default under this Agreement shall be effective or binding on such Owner unless made in writing by such Owner, and no such waiver shall be implied from any omission by an Owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Agreement.

9.4 It is expressly agreed that no breach of or event of default under this Agreement shall: (a) entitle any Owner to cancel, rescind, or otherwise terminate this Agreement; or (b) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of a parcel described hereunder. This limitation shall not affect in any manner any other rights or remedies that an Owner may have hereunder by reason of any such breach or default.

9.5 It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

9.6 The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

9.7 This Agreement shall apply to, inure to the benefit of and bind each Owner and all successors and assigns of each Owner's interest in such Owner's parcel described herein. The rights and obligations conferred or imposed upon the Owners pursuant to this Agreement shall not be transferred or assigned to any other person, including a tenant of any Owner, except together with the transfer or conveyance of such Owner's respective parcel described herein subject to the Easements and the terms and conditions of this Agreement. Any Owner transferring its interest in such Owner's parcel described herein shall be released from all further obligations under this Agreement arising from and after the effective date of such transfer or conveyance. Nothing contained herein shall, however, be construed to release any Owner from obligations accruing prior to the date of such transfer or conveyance, including obligations relating to any maintenance or repairs performed prior to such transfer.

9.8 No amendment of this Agreement shall be effective unless such amendment has been executed and notarized by the Owners of the parcels described herein and further provided that any such amendment is recorded in the Official Records of the Recorder's Office of Utah County, Utah.

9.9 All notices, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, if in writing, addressed to the Owner of record of the applicable parcel or its registered agent, and (a) delivered by any means if actually received; (b) delivered personally; or (c) sent by registered, certified mail, or receipted overnight service (by a reputable overnight company), postage prepaid addressed to such Owner at the address of the building located on the applicable parcel or such other address as provided by the applicable Owner.

9.10 The Owners acknowledge their mutual intent and desire that the Easements shall be and remain at all times senior and superior in title and priority to any mortgage, deed of trust or similar lien at any time encumbering any of the parcels described herein.

9.11 This Agreement is not intended, nor shall it be construed, to create any third-party beneficiary rights in or for the benefit of any person who is not an Owner, including any tenants of the Owners, except as otherwise expressly provided to the contrary in this Agreement.

9.12 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document, with the same effect as if all parties had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart hereof.

9.13 Notwithstanding anything contained herein, in the event of any conflict between the terms of this Agreement and the terms of the Development Agreement, the terms of the Development Agreement shall prevail.

*[Remainder of page intentionally left blank. Signature page follows immediately.]*

IN WITNESS WHEREOF, the Owners have executed this Parking Easement Agreement the day and year first above written.

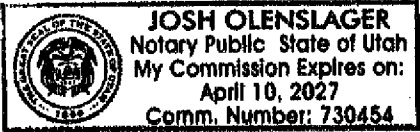
LEHI POINTE, L.L.C.

By: Howland Partners, Inc., its Manager

By: *[Signature]*  
Gary L. Howland, Chief Executive Officer

STATE OF UTAH                    )  
  )SS.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May 2024 by Gary L. Howland, the Chief Executive Officer of Howland Partners, Inc., the manager of Lehi Pointe, L.L.C., who acknowledged to me that the foregoing instrument was executed on behalf of said limited liability company.



*Josh Olenlager*  
NOTARY PUBLIC

[Signature Page to Parking Easement Agreement]

MPT Of Lehi-Steward, LLC

By: MPT Operating Partnership, L.P.  
Its: Sole Member

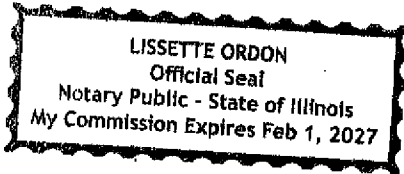
By: Kevin Halleran  
Name: Kevin Halleran  
Title: Authorized Representative

STATE OF ILLINOIS

:SS.

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 11 day of June 2024 by Kevin Halleran, the Authorized Representative of MPT Operating Partnership, L.P., the Sole Member of MPT Of Lehi-Steward, LLC, who acknowledged to me that the foregoing instrument was executed on behalf of said partnership.



Lisette Ordon  
NOTARY PUBLIC

[Signature Page to Parking Easement Agreement]



**EXHIBIT A**

## LEHI POINTE PARCEL

A portion of Lot 3, Mountain Point Medical Center Commercial Subdivision being a part of the Southeast Quarter of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian:

Commencing at the West Quarter Corner of Section 31, Township 4 South, Range 1 East Salt Lake Base and Meridian; thence 1924.64 feet South  $00^{\circ}01'34''$  East along the Section line; and 2,213.37 feet North  $89^{\circ}58'26''$  East to the Southwest corner of said Lot 3 being the POINT OF BEGINNING; thence six (6) courses along the West Boundary of said Lot 3 as follows: (1) North  $49^{\circ}49'29''$  East 5.50 feet to a point of curvature to the left having a radius of 150.50 feet; (2) Northeasterly along said arc 132.88 feet, Central Angle equals  $50^{\circ}35'14''$  and Long Chord bears North  $24^{\circ}31'52''$  East 128.60 feet; (3) North  $00^{\circ}45'45''$  West 8.70 feet; (4) North  $08^{\circ}10'05''$  East 70.86 feet; (5) North  $00^{\circ}45'45''$  West 113.38 feet; and (6) North  $13^{\circ}03'06''$  West 25.71 feet; thence North  $89^{\circ}35'38''$  East 376.75 feet to the East Boundary line of said Lot 3; thence South  $00^{\circ}24'20''$  East 790.97 feet along said East Boundary line to the Northerly Boundary line of UDOT Parcel 46:917:0010 (205.20 feet radially distance northeasterly from the right of way control line of I-15 Project approximate engineers station 2264+84.30); thence two (2) courses along said Northerly Boundary line as follows: (1) North  $44^{\circ}46'50''$  West 29.90 feet; and South  $45^{\circ}42'35''$  West 2.04 feet to the South Boundary line of said Lot 3 (Point "Y" 202.96 feet radially distance northeasterly from the right of way control line of I-15 Project approximate engineers station 2265+15.00); thence North  $44^{\circ}36'17''$  West 48.28 feet Point "Z" 202.96 feet radially distance northeasterly from the right of way control line of I-15 Project approximate engineers station 2265+65.00); thence North  $44^{\circ}36'43''$  West 156.93 feet along the South Boundary line of said Lot 3 to a point of curvature to the right having a radius of 22,868.31 feet; thence Northwesterly along said arc 396.39 feet, Central Angle equals  $00^{\circ}59'35''$  and Long Chord bears North  $44^{\circ}06'56''$  West 396.39 feet along the South Boundary line of said Lot 3, to the POINT OF BEGINNING.

Containing 229,815 square feet or 5.2758 acres, more or less.

Basis of bearing is North  $0^{\circ}01'35''$  West from the Southwest corner of said Section to the West Quarter Corner.

**EXHIBIT B****TRIANGLE PARCEL**

Lot 2, Mountain Point Medical Center Commercial Subdivision, in Lehi City, Utah County.

LESS AND EXCEPTING THEREFROM the following:

A parcel of land in fee, being part of an entire tract of property situate in Lot 2 Lehi Mountain Point Medical Center Commercial Subdivision, according to the official plat thereof, recorded June 16, 2015 as Entry No. 52389:2015, Map No. 14642 in the office of the Utah County Recorder, situate in the in the SW1/4 of Section 31, Township 4 South, Range 1 East Salt Lake Base and Meridian, for the purpose of widening of existing I-15, known as Project No. S 115 6(228)280.

Beginning at the northwest corner of said Lot 2, being in the existing northeasterly frontage road right of way line of I-15 at a point 161.48 feet perpendicularly distant northeasterly from the right of way control line of said Project opposite approximate Engineers Station 2279+25.36, and running thence N.89°57'03"E. along an old fence line (Record N.89°59'22"E) 170.24 feet along the northerly boundary line of said Lot 2 to a point 289.71 feet perpendicularly distant northeasterly from the right of way control line of said Project opposite approximate Engineers Station 2278+13.34; thence S.31°18'47"E. 115.05 feet to a point 270.00 feet perpendicularly distant northeasterly from the right of way control line of said Project opposite Engineers Station 2277+00.00; thence S.86°10'44"E. 14.14 feet to a point 280.00 feet perpendicularly distant northeasterly from the right of way control line of said Project opposite Engineers Station 2276+90.00; thence S.24°22'50"E. 276.81 feet to a point 200.00 feet perpendicularly distant northeasterly from the right of way control line of said Project opposite Engineers Station 2274+25.00; thence S.34°34'04"E. 196.31 feet to the easterly boundary line of said Lot 2 and said existing northeasterly frontage road right at a point 177.40 feet perpendicularly distant northeasterly from the right of way control line of said Project opposite approximate Engineers Station 2272+30.00 to the point of curvature of a non-tangent curve to the left with a radius of 22868.31 feet; thence Southeasterly along said curve with an arc length of 36.80 feet, chord bears S.43°24'28"E. 36.80 feet; to a point 178.83 feet perpendicularly distant northeasterly from the right of way control line of said Project opposite approximate Engineers Station 2271+93.23, at the point of curvature of a non-tangent curve to the right with a radius of 22868.31 feet; thence Northwesterly along said curve with an arc length of 732.33 feet, chord bears N.42°32'10"W. 732.30 feet to the point of beginning. The above-described parcel of land contains 43538 square feet in area or 1.000 acre.

(Note: Rotate above bearings 00°00'34" counterclockwise to equal Highway bearings).

Parcel No. 46:917:0009

**EXHIBIT C**

**MPT PARCEL**

A parcel of land located in Utah County, Utah and more particularly described as follows:

All of Lot 5, Mountain Point Medical Center Commercial Subdivision – 1<sup>st</sup> Amendment, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

Parcel No. 46:927:0005

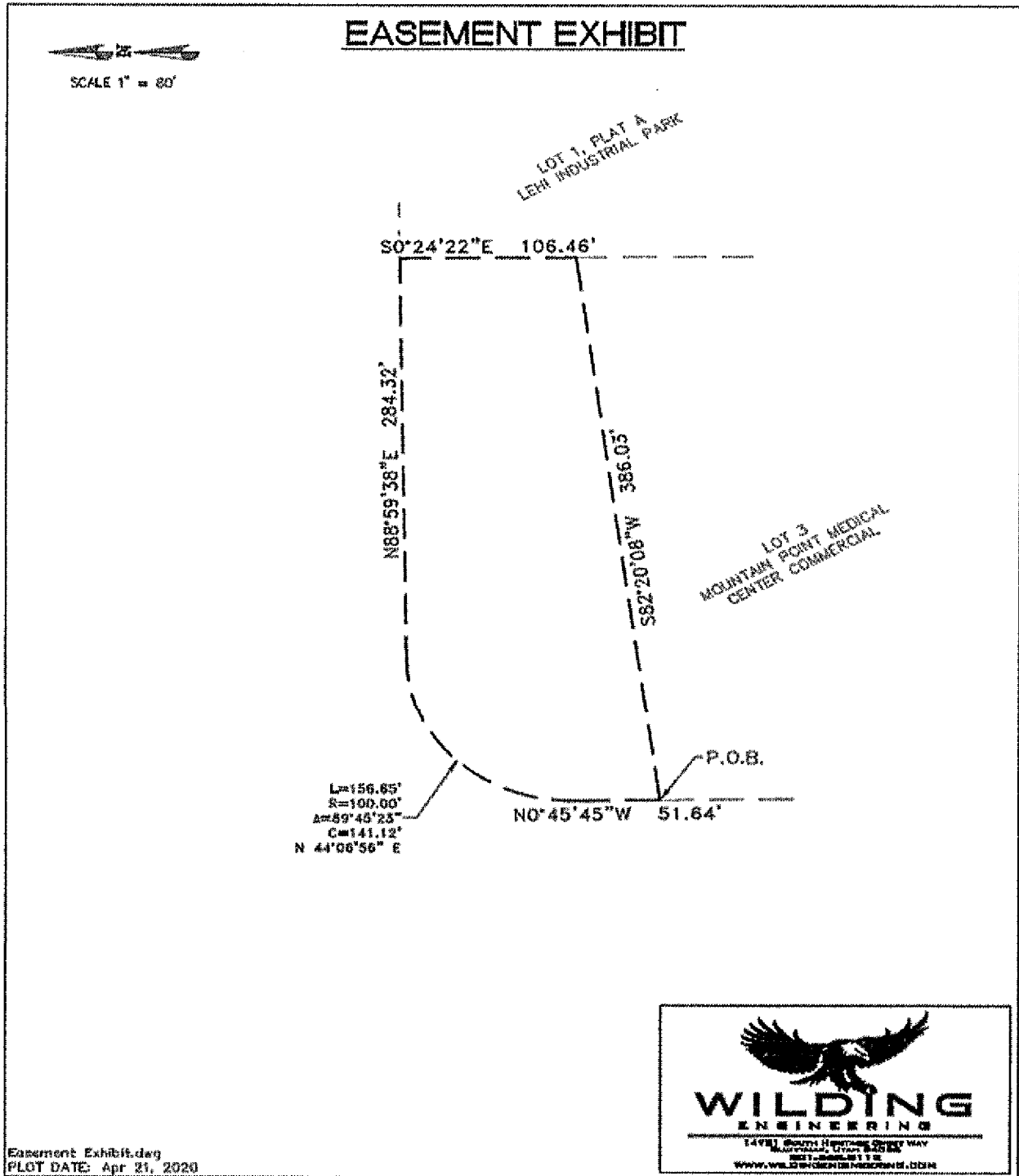
**EXHIBIT D**

## NORTH DETENTION AREA

BEGINNING AT A POINT WHICH IS NORTH 00°01'34" WEST ALONG THE SECTION LINE A DISTANCE OF 1158.85 FEET AND EAST 2265.51 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING AT A SOUTHERLY CORNER OF LOT 5, MOUNTAIN POINT MEDICAL CENTER COMMERCIAL SUBDIVISION – 1<sup>st</sup> AMENDMENT, BEING ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER, AND RUNNING THENCE NORTH 00°45'45" WEST 51.64 FEET TO THE POINT OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 156.65 FEET THROUGH A CENTRAL ANGLE OF 89°45'23" (CHORD BEARS NORTH 44°06'56" EAST 141.12 FEET); THENCE NORTH 88°59'38" EAST 284.32 FEET TO THE SOUTHERLY CORNER OF SAID LOT 5; THENCE SOUTH 00°24'22" EAST ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 106.46 FEET TO A SOUTHERLY CORNER OF SAID LOT 5; THENCE SOUTH 82°20'08" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 5 A DISTANCE OF 386.03 FEET TO THE POINT OF BEGINNING.

**EXHIBIT D CONT'D**

DEPICTION OF DETENTION AREA



**EXHIBIT D-1**

**SOUTH DETENTION AREA**

A portion of Lot 3 Mountain Point Medical Center Commercial Subdivision being a part of the Southeast Quarter of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian:

Commencing at the West Quarter Corner of Section 31, Township 4 South, Range 1 East Salt Lake Base and Meridian; thence 1,481.11 feet South 00°01'34" East along the Section line and 2,266.87 feet North 89°58'26" East to the Northwest corner of said Lot 3, being the POINT OF BEGINNING; and running thence North 82°20'08" East 386.03 feet along the North line of said Lot 3 to the Northeast corner of Lot 3; thence South 00°24'22" East 154.57 feet along the East Boundary line of said Lot 3; thence South 89°35'38" West 376.75 feet to a to the West Boundary line of said Lot 3; thence two (2) courses along said West Boundary line as follows: (1) North 13°03'06" West 25.97 feet; and (2) North 00°45'45" West 80.46 feet to the POINT OF BEGINNING.

Containing 49,746 square feet or 1.1420 acres, more or less.

Basis of bearing is North 0°01'35" West from the Southwest corner of said Section to the West Quarter Corner.

**EXHIBIT D-2****PARKING AREA**

BEGINNING AT A POINT WHICH IS NORTH 00°01'34" WEST ALONG THE SECTION LINE A DISTANCE OF 1158.85 FEET AND EAST 2265.51 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING AT A SOUTHERLY CORNER OF LOT 5, MOUNTAIN POINT MEDICAL CENTER COMMERCIAL SUBDIVISION – 1<sup>st</sup> AMENDMENT, BEING ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER, AND RUNNING THENCE NORTH 00°45'45" WEST 51.64 FEET TO THE POINT OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 156.65 FEET THROUGH A CENTRAL ANGLE OF 89°45'23" (CHORD BEARS NORTH 44°06'56" EAST 141.12 FEET); THENCE NORTH 88°59'38" EAST 284.32 FEET TO THE SOUTHERLY CORNER OF SAID LOT 5; THENCE SOUTH 00°24'22" EAST ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 106.46 FEET TO A SOUTHERLY CORNER OF SAID LOT 5; THENCE SOUTH 82°20'08" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 5 A DISTANCE OF 386.03 FEET TO THE POINT OF BEGINNING.

**EXHIBIT E-1**

**EAST/WEST ROAD AND NORTH/SOUTH ROAD**

