

PRIVATE DETENTION BASIN MAINTENANCE AGREEMENT

This PRIVATE DETENTION BASIN MAINTENANCE AGREEMENT (Agreement) is made by and between THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO (Board or County) and Harold E. and Harriette A. Moran, Stephen K. and Barbara J. White, Roland E. and Carla J. Shearer and Anthony D. and Barbara A. Verrico (Owners), and HEMCO, Inc., a Colorado Corporation (Developer) and TALL PINES RANCH HOMEOWNER'S ASSOCIATION, (Association) a Colorado nonprofit corporation which Developer intends to form as a condition of the approval of Tall Pines Ranch Subdivision

Recitals

- 1 WHEREAS, Developer is agent for the Owners of certain real estate (the Property or Subdivision) in El Paso County, Colorado, which property is legally described as

See Attachment A
- 2 WHEREAS, Owners and Developer desire to plat and develop on the Property a subdivision to be known as TALL PINES RANCH, and
- 3 WHEREAS, the development of this Subdivision will substantially increase the volume of water runoff from the Property, and, therefore, it is in the interest of public health, safety and welfare for the County to condition approval of the subdivision on Developer's promise to construct adequate drainage and water runoff facilities in the subdivision; and
- 4 WHEREAS, Chapter V, Section 49.2 of the El Paso County Land Development Code, as periodically amended, promulgated pursuant to Section 30-28-133(1), Colorado Revised statutes, as amended, requires the County to condition approval of all subdivisions on a developer's promise to construct adequate drainage and water runoff control facilities in subdivisions, and
- 5 WHEREAS, Section 2.9 of the El Paso County Drainage Criteria Manual provides for a developer's promises to maintain a subdivision's drainage facility in the event the County does not assume such responsibility, and
- 6 WHEREAS, developers in El Paso County have historically chosen water runoff detention basins as a means to provide adequate drainage and water runoff control in subdivisions, which basins, while effective, are less expensive for developers to construct than other methods of providing drainage and water runoff control, and

7. WHEREAS, the Owners, the Developer and the Association desire to construct a detention basin as the means for providing adequate drainage and water runoff control in the Subdivision; and
8. WHEREAS, the Association shall be charged in the Subdivision's Covenants with the duty of maintaining all common areas and common structures within the Subdivision, including the detention basin; and
9. WHEREAS, it is the County's experience that subdivision developers and homeowners' associations have not historically properly cleaned and otherwise not properly maintained and repaired these detention basins, and that when not so properly cleaned, maintained, and repaired, the detention basins threaten the public health, safety and welfare; and
10. WHEREAS, the County, in order to so protect the public health, safety and welfare has historically expended valuable and limited public resources to so properly clean, maintain and repair these detention basins when developers and homeowners' associations have failed in their responsibilities, and, therefore, the County desires the means to recover its costs incurred in the event the burden falls on the County to clean, maintain, and repair the detention basin(s) in this Subdivision, and
11. WHEREAS, the County conditions approval of this Subdivision on the Owners', the Developer's and the Association's promise to so construct the detention basin(s), and conditions approval on the Association's promise to reimburse the County in the event the burden falls upon the County to clean, maintain and/or repair the detention basin(s) in this Subdivision; and
12. WHEREAS, the County could condition subdivision approval on the Owner's, the Developer's and the Association's promise to construct a different and more expensive drainage and water runoff control system than that proposed herein, which more expensive system would not create the possibility of the burden of cleaning, maintenance and repair expenses falling on the County, however, the County is willing to forego such right upon the performance of the Owners', the Developer and the Association's promises contained herein, and
13. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this Subdivision upon the Owners' and the Developer's grant herein of a perpetual Easement over a portion of the Subdivision for the purpose of allowing the County to periodically inspect, and, when so necessary, to clean, maintain and/or repair the detention basin(s), and
14. WHEREAS, given that the Association could potentially avoid liability hereunder by dissolving and reforming as a different entity, and given the

difficulties inherent in collecting an unsecured promise, the County, in order to secure performance of the promises contained herein, conditions approval of this Subdivision upon the Owners' and the Developer's creation, by and through this Agreement, of a covenant running with the land upon each and every lot in the Subdivision.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows

1. Incorporation of Recitals: The parties incorporate the Recitals above into this Agreement
2. Covenants Running with the Land and Pro Rata Liability upon Individual Lot Owners: Owners, Developer and the Homeowners' Association agree that this entire Agreement and the performance thereof shall become a covenant running with the land, which land is legally described in the Attachment hereto, and that this entire Agreement and the performance thereof shall be binding upon themselves, their respective successors and assigns, including individual lot owners within the Subdivision

However, any liability imposed under this Agreement against an individual lot owner shall not be joint and several with the Owners, the Developer and the Association, but shall be pro rata on a per lot basis as determined by the following formula and illustration: each individual lot owner(s) shall be liable for no more than one fifty-second (1/52) of the total amount of liability multiplied by the number of lots in the Subdivision owned by a particular lot owner. As to any lot(s) owned by more than one person or entity, the liability among the co-owners shall be joint and several for the pro rata obligation of that lot. The application of this Paragraph is illustrated by the following example: Assume that the total liability is \$10,000 and that Lot 1 is owned by Persons A and B. Person B also owns Lot 2. Liability is as follows: each of the Owners, \$10,000, the Developer, \$10,000, the Association, \$10,000, Lot 1 is \$192.31, joint and several as to A and B; Lot 2 is \$192.31 owed solely by B. Thus, person A's total liability is \$192.31 and Person B's is \$384.62. Applying the principle that the County cannot collect more than it is owed, and assuming that the County cannot collect anything from the Owners, the Developer and the Association, if the County collected the whole \$384.62 from B, then it could not collect the \$192.31 from A. Likewise, if the County collected the \$192.31 from A, then it could only collect \$192.31 from B.

3. Construction: Owners, Developer and the Homeowners' Association agree that they shall construct on Lots 7, 15 and 50, described below, private water runoff detention basins (detention basins). The Owners, the Developer and

the Homeowners' Association shall construct the detention basins in accordance with plans and specifications approved by the El Paso County Department of Transportation which shall have approved in writing the plans and specifications for the detention basin prior to Owners, the Developer and the Association commencing construction of the detention basins. Failure to obtain such approval shall be a material breach of this Agreement, and shall entitle the County to pursue any remedies available to it at law or in equity to enforce the same. Construction of the detention basin shall be substantially completed within one (1) year (defined as 365 days), which one year will commence to run on the date the approved plat of this Subdivision is recorded in the records of the El Paso County Clerk and Recorder.

In the event construction is not so substantially completed within the one (1) year period, then the County may exercise its discretion to complete the project, and shall have the right to seek reimbursement from the Owners, the Developer and the Homeowners' Association and their respective successors and assigns, including individual lot owners in the Subdivision, for the actual costs and expenses incurred in the process of completing construction. The term actual costs and expenses shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tool and equipment costs, supply costs, and engineering and design costs, regardless whether the County uses its own personnel, tools, equipment and supplies to correct and/or complete the construction. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel. The scope of liability therefor of the Owners, the Developer, the Association and the individual lot owners shall be as set forth in Paragraph Two (2) above.

The detention basins shall be located on easements on the following parcels within the subdivision.

Lot 7, Tall Pines Ranch, First Filing, County of El Paso, State of Colorado;

Lot 15, Tall Pines Ranch, First Filing, County of El Paso, State of Colorado;

Lot 50, Tall Pines Ranch, First Filing, County of El Paso, State of Colorado

- 4 Maintenance: The Owners, the Developer and the Association agree for themselves, their respective successors and assigns, including individual lot owners within the Subdivision, that they will regularly and routinely inspect, clean and maintain the detention basins, and otherwise keep the same in good repair, all at their own costs and expense

- 5 **Creation of Easement:** Owners, the Developer and the Association hereby grant the County a non-exclusive, perpetual easement upon Lots 7, 15 and 50 described above. The purpose of the easement is to allow the County to access, inspect, clean, repair and maintain the detention basins. However, the creation of the easement does not expressly or implicitly impose on the County a duty to inspect, clean, repair or maintain the drainage basins.
- 6 **County's Rights and Obligations:** Any time the County determines, in the sole exercise of its discretion, that the detention basin(s) are not properly cleaned, maintained and/or otherwise kept in good repair, the County shall give reasonable notice to the Owners, the Developer, the Association and their respective successors and assigns, including the individual lot owners within the Subdivision, that the detention basin(s) need to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable description of the problem with the detention basin(s), and the notice shall provide a reasonable time to correct the problem(s). Should the responsible parties fail to correct the specified problem(s), the County may enter upon the Property to so correct the specified problem(s). Notice shall be effective to the above by the County's deposit of the same into the regular United States mail, postage prepaid. However, this Agreement does not expressly impose on the County a duty to so inspect, clean, repair and maintain the detention basin(s).
- 7 **Reimbursement of County's Costs/Covenant Running With the Land:** The Owners, the Developer and the Association agree and covenant, for themselves, their respective successors and assigns, including individual lot owners within the Subdivision, that they will reimburse the County for its costs and expenses incurred in the process of cleaning, maintaining and/or repairing the detention basin(s). However, the obligation and liability of the Owners and the Developer hereunder shall only continue until such time as the Owners and the Developer transfers the entire management and operation of the Association to the individual lot owners within the Subdivision. Notwithstanding the previous sentence, the Association and the individual lot owners within the Subdivision shall always remain obligated and liable hereunder, and as per the provisions of Paragraph Two (2) above.
- The term actual costs and expenses shall be liberally construed in favor of the County and shall have the same definition as is included in Paragraph Three (3) above including, in the event of litigation, damages and costs including reasonable attorney fees, regardless of whether or not outside legal counsel or in-house counsel are used by the County. The scope of liability therefor of the Owners, the Developer, the Association and the individual lot owners shall be as set forth in Paragraph Two (2) above.
8. Contingencies of Subdivision Approval Owners', Developers' and Associations' execution of this Agreement is a condition of subdivision

approval. Additional conditions of this Agreement include, but are not limited to, the following:

- a. Conveyance of easements on Lots 7, 15 and 50 from Owners to the Association and the County for purposes of access, cleaning, maintaining and repairing the detention basins and recording of the appropriate conveyance documents for the same; and
- b. The County's receipt of a copy of the Articles of Incorporation for the Association, as filed with the Colorado Secretary of State as evidenced by the copy being stamped and dated acknowledging acceptance by the Colorado Secretary of State, a copy of the By-laws of the Association, a copy of the organizational minutes or other appropriate document of the Association, properly executed and attested, establishing that the Association has adopted this Agreement as an obligation of the Association; and
- c. A copy of the Covenants of the Subdivision establishing that the Association is obligated to clean, maintain and repair the detention basin(s); that the Association has adopted this Agreement as an obligation of the Association, and that a funding mechanism is in place whereby individual lot owners within the Subdivision pay a regular fee to the Association for, among other matters, the cleaning, maintenance and repair of the detention basin(s)
- d. A copy of the Covenants of the Subdivision establishing that this agreement is incorporated into the Covenants and that such Agreement touches and concerns each and every lot within the Subdivision

The County shall have the right, in its sole exercise of its discretion, to approve or disapprove any documentation submitted to it under the conditions of this Paragraph. The County's rejection of any documentation submitted hereunder shall mean that the appropriate conditions of this Agreement has not been fulfilled.

9. Distribution to Lot Purchasers: Upon the initial sale of any lot within the Subdivision, prior to closing on such sale the Owners and the Developer shall give a copy of this Agreement to the potential Buyer
10. Agreement Monitored by Planning Department: Any and all actions and decisions to be made hereunder by the County shall be made by the Director of the El Paso County Planning Department (Planning Department). Accordingly, any and all documents, submissions, plan approvals, inspections, etc. shall be submitted to and shall be made by the Director of the Planning Department.
11. Indemnification and Hold Harmless: To the extent authorized by law, the Owners, the Developer and the Association agree, for themselves, their respective successors and assigns, including the individual lot owners in the

Subdivision, that they will indemnify, defend and hold the County harmless from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to their respective intentional or negligent acts, errors or omissions or that of its agents, officers, servants, employees, invitees and licensees in the construction, operation, inspection, cleaning (including analyzing and disposing of any solid or hazardous waste as defined by state and/or federal environmental laws and regulations), maintenance and repair of the detention basin(s) and such obligation arising under this Paragraph shall be joint and several. Nothing in this Paragraph shall be deemed to waive or otherwise limit the defense available to the County pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq. Colorado Revised Statutes, as amended, or as otherwise provided by law. However, the obligation and liability of the Owners and the Developer hereunder shall only continue until such time as the Owners and the Developer transfer the entire management and operation of the Association to the individual lot owners within the Subdivision.

12. Severability: In the event any Court of competent jurisdiction declares any part of this Agreement to be unenforceable, such declaration shall not affect the enforceability of the remaining parts of this Agreement.
13. Third Parties: This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceeding against either the County, the Owners, the Developer or the Association, their respective successors and assigns, including any individual lot owners in the Subdivision, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.
14. Solid or Hazardous Wastes: Should any refuse from the detention basins be suspected or identified as solid waste and/or hazardous waste, the Owners, the Developer and the Association shall take all necessary and proper steps to characterize the waste and properly dispose of it in accordance with applicable State and/or Federal environmental laws and regulations, including but not limited to the following: Solid Wastes Disposal Sites and Facilities Acts, Sections 30-20-100.5 - 30-20-119, C.R.S. (1998) as amended, Colorado Regulations Pertaining to Solid Waste Disposal Sites and Facilities, 6 C.C.R. 1007-2, et seq., as amended, Solid Waste Disposal Act, 42 U.S.C. Sections 6901-6992k (1998) as amended, and Federal Solid Waste regulations 40 CFR Ch. I (1998) as amended. The County shall not be responsible or liable for identifying, characterizing, cleaning up, or disposing of such solid or hazardous waste. Notwithstanding the previous sentence, should any refuse cleaned up and disposed of by the County be determined to be solid or hazardous waste, the Owners, the Developer and the Association, but not the

County, shall be responsible and liable as the owner, generator, and/or transporter of said solid or hazardous waste.

15. Applicable Law and Venue. The laws, rules and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this Agreement, except that Federal law may be applicable regarding solid or hazardous wastes. Venue shall be in the El Paso County District Court.


IN WITNESS WHEREOF, the Parties affix their signatures below

Executed this 7th day of September, 1999

HEMCO, Inc.

By 
Its PRESIDENT

The foregoing instrument was acknowledged before me this 7th day of September 1999 by Gregg A. Moran, its president

Witness my  official seal


Notary Public

My commission expires 4-11-2000

J. Patrick Kelly El Paso Cty, CO 099155869
10/05/1999 04:21
Doc \$0.00 Page
Rec \$80.00 9 of 16

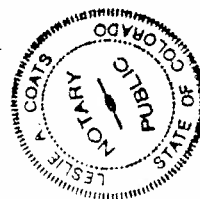
TALL PINES RANCH HOMEOWNERS ASSOCIATION

By Harold E Moran
Its President

The foregoing instrument was acknowledged before me by Harold E Moran, its President, this 7th day of September 1999

Leslie A Coats
Notary Public

My Commission Expires 4-11-2000



Notary Public

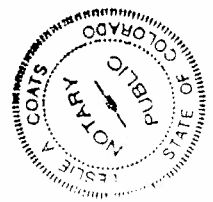
Harold E Moran
Harold E. Moran

The foregoing instrument was acknowledged before me this 7th day of September 1999, by Harold E. Moran

Witness my hand and official seal

Leslie A Coats
Notary Public

My Commission expires 4-11-2000



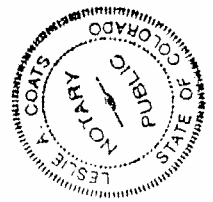
Harriette A. Moran
Harriette A. Moran

The foregoing instrument was acknowledged before me this 7th day of September 1999 by Harriette A. Moran.

Witness my hand and official seal

Leslie A Coats
Notary Public

My Commission Expires 4-11-2000

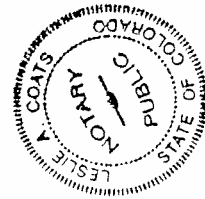


Stephen K. White
Stephen K. White

The foregoing instrument was acknowledged before me this 7th day of September 1999 by Stephen K. White

Witness my hand and official seal

Leslie A. Coats
Notary Public



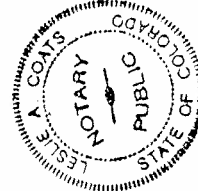
My Commission Expires 4-11-2000

Barbara J. White
Barbara J. White

The foregoing instrument was acknowledged before me this 7th day of September 1999 by Barbara J. White

Witness my hand and official seal

Leslie A. Coats
Notary Public



My Commission expires 4-11-2000

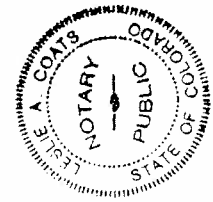
Roland E Shearer
Roland E Shearer
RDS

The foregoing instrument was acknowledged before me this 7th day of September 1999 by Roland E Shearer

Witness my hand and official seal.

Leslie A Coats
Notary Public

My commission expires 4-11-2000



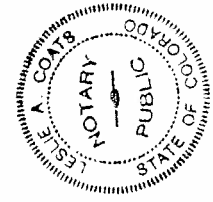
Carla J Shearer
Carla J Shearer

The foregoing instrument was acknowledged before me this 7th day of September 1999 Carla J. Shearer

Witness my hand and official seal

Leslie A Coats
Notary Public

My Commission expires 4-11-2000



J. Patrick Kelly El Paso Cty, CO 099155869
10/05/1999 04:21
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Rec \$80.00 13 of 16

Anthony D Verrico
Anthony D Verrico

The foregoing instrument was acknowledged before me this 17th day of September 1999 by Anthony D Verrico.

Witness my hand and official seal.

Leslie A Coats
Notary Public



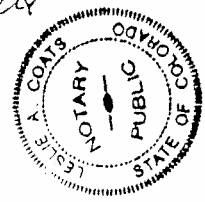
My Commission Expires 4-11-2000

Barbara A. Verrico
Barbara A. Verrico

The foregoing instrument was acknowledged before me this 20th day of September 1999 by Barbara A. Verrico.

Witness my hand and official seal.

Leslie A Coats
Notary Public



My commission expires 4-11-2000

J. Patrick Kelly El Paso Cty, CO 099155869
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BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By Chuck Brown
Chuck Brown, Chairperson
Board of County Commissioners of El Paso County



Eileen Gilbert
Deputy Clerk

The foregoing instrument was acknowledged before me this ___ day of
_____ 1999 by Chuck Brown, Board of County Commissioners of
El Paso County, Colorado, as attested to by Eileen Gilbert, clerk to the Board of
County Commissioners of El Paso County, Colorado.

Approved as to Content and Form.

M. Leli Emmert
Assistant County Attorney

W Patrick Kelly El Paso Cty, CO

10/05/1999 04:21

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RES 15 51 16

EXHIBIT A

TALL PINES RANCH
LEGAL DESCRIPTION

A PARCEL OF LAND BEING THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 7, AND THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO.

EXCEPT

THAT PARCEL OF LAND IN THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS DESCRIBED IN BOOK 6012 AT PAGE 458, COUNTY OF EL PASO, STATE OF COLORADO.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS. THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING ASSUMED TO BEAR S00°14'28"E, 1326.90 FEET, MONUMENTED AT THE EAST ONE-SIXTEENTH CORNER OF SAID SECTION AND AT THE SOUTHEAST ONE-SIXTEENTH CORNER OF SAID SECTION BY A 1/2" IRON PIPE.

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 8, BEING A 3/8" U.W.E. CAP ON T-POST:

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 8, N89°29'45"E, 1325.06 FEET, TO THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, BEING A 3/8" U.W.E. CAP:

THENCE ALONG THE EASTERLY LINE OF SAID SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, N00°00'19"E, 1313.49 FEET, TO THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 8:

THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, N00°00'47"E, 1330.24 FEET, TO THE NORTHEAST CORNER OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, BEING A 3" ALUMINUM CAP STAMPED "W1/16 C-C S8 1995 25955";

THENCE ALONG THE NORTHERLY LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, S89°45'53"W, 1317.86 FEET, TO THE NORTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 7, BEING A 3" ALUMINUM CAP STAMPED "T11S R66W 1/16 S71S8 1994 25955";

THENCE ALONG THE NORTHERLY LINE OF SAID NORTHEAST ONE-QUARTER OF THE
SOUTHEAST ONE-QUARTER, N89°40'10"W, 1319.92 FEET, TO THE NORTHWEST CORNER OF
SAID NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, BEING A 3"
ALUMINUM CAP STAMPED "LWA EI/16 C-C S7 1994 25955";
THENCE ALONG THE WESTERLY LINE OF SAID NORTHEAST ONE-QUARTER OF THE
SOUTHEAST ONE-QUARTER, S00°14'23"E, 1326.11 FEET, TO THE NORTHWEST CORNER OF
THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 7,
BEING A 1/2" IRON PIPE;
THENCE ALONG THE WESTERLY LINE OF SAID SOUTHEAST ONE-QUARTER OF THE
SOUTHEAST ONE-QUARTER, S00°14'23"E, 1326.90 FEET, TO THE SOUTHWEST CORNER OF
SAID SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, BEING A 1/2" IRON
PIPE;
THENCE ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST ONE-QUARTER OF THE
SOUTHEAST ONE-QUARTER, S89°47'51"E, 949.44 FEET, TO THE SOUTHWEST CORNER OF
THAT PARCEL AS DESCRIBED IN BOOK 6012 AT PAGE 459, FROM WHICH THE SOUTHEAST
CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF
SECTION 7 BEARS S89°47'51"E, 330.82 FEET;
THENCE ALONG THE WESTERLY LINE OF SAID PARCEL IN BOOK 6012 AT PAGE 459,
N00°12'09"E, 173.08 FEET, TO A POINT OF CURVATURE;
THENCE CONTINUING ALONG SAID WESTERLY LINE, ALONG THE ARC OF A CURVE TO THE
RIGHT, WHOSE RADIUS BEARS S89°47'51"E, 100.00 FEET, HAVING A CENTRAL ANGLE OF
43°00'00", AN ARC LENGTH OF 73.54 FEET, WHOSE CHORD BEARS N22°42'09"E, 76.54 FEET,
TO A POINT OF TANGENCY;
THENCE CONTINUING ALONG SAID WESTERLY LINE, N45°12'09"E, 133.03 FEET, TO A POINT OF
CURVATURE;
THENCE CONTINUING ALONG SAID WESTERLY LINE, ALONG THE ARC OF A CURVE TO THE
RIGHT, WHOSE RADIUS BEARS S44°47'51"E, 100.00 FEET, HAVING A CENTRAL ANGLE OF
20°00'00", AN ARC LENGTH OF 34.91 FEET, WHOSE CHORD BEARS N55°12'09"E, 34.73 FEET,
TO A POINT OF TANGENCY;
THENCE CONTINUING ALONG SAID WESTERLY LINE, N65°12'09"E, 112.64 FEET, TO A POINT OF
CURVATURE;
THENCE CONTINUING ALONG SAID WESTERLY LINE, ALONG THE ARC OF A CURVE TO THE
LEFT, WHOSE RADIUS BEARS N24°47'51"W, 100.00 FEET, HAVING A CENTRAL ANGLE OF
62°27'07", AN ARC LENGTH OF 109.00 FEET, WHOSE CHORD BEARS N33°58'36"E, 103.63 FEET,
TO A POINT OF TANGENCY ON THE EASTERLY LINE OF SAID SOUTHEAST ONE-QUARTER
OF THE SOUTHEAST ONE-QUARTER OF SECTION 7;
THENCE ALONG SAID EASTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF THE
SOUTHEAST ONE-QUARTER, S60°09'35"W, 335.46 FEET, TO THE POINT OF BEGINNING.

CONTAINING 6,839.273 SQUARE FEET (157.0081 ACRES), MORE OR LESS.