WHEN RECORDED, MAIL TO:

KARI JIMENEZ
IVINS CITY
55 NORTH MAIN
IVINS, UT 84738

APN: I-6-1-30-3411

FIRST AMENDED & RESTATED MASTER PLAN / DEVELOPMENT AGREEMENT FOR THE TAVIAWK IX SUBDIVISION PROJECT IVINS CITY, WASHINGTON COUNTY, UTAH

This Development Agreement ("Agreement") is entered into as of this _____ day of April, 2014, by and between **KAYENTA DEVELOPMENT, INC.,** ("Owner / Developer"), the developer and owner of certain real property located in Ivins City, Washington County, Utah, on which they propose to develop a project known as the Taviawk IX Subdivision (the "Project"), and **IVINS CITY**, a municipality and political subdivision of the State of Utah, by and through its City Council ("City").

R E C I T A L S

A. Developer is the owner of approximately 95.297 acres of real property located in Ivins City, Washington County, Utah, the legal description of which is set forth on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), on which it proposes the development of a certain subdivision known as the Taviawk IX Subdivision consisting of 72 single family residential lots, as more fully reflected on Exhibit "B" attached hereto and incorporated herein.

B. The Project shall be developed in multiple phases, with each phase to begin shortly after receipt of all necessary approvals. Phase A consists of approximately 5.223 acres with five single family residential lots. Phasing for the rest of the Project is set forth herein.

C. Developer acknowledges that it must comply with all City development standards and ordinances, including applicable zoning and subdivision ordinances, fencing regulations, design guidelines, and design & construction standards, as well as the standards and specifications set forth and/or incorporated herein.

D. This Development Agreement is intended to set forth the entire agreement between the Developer and the City regarding the development of the Project.

E. Ivins City, acting pursuant to authority under The Municipal Land Use, Development, and Management Act (U.C.A. §§10-9a-101 et. seq., as amended from time to time, hereinafter the "Act"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Project and, in the exercise of its legislative discretion, has elected to approve this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, Developer and Ivins City hereby agree as follows:

(1) Recitals; Findings. The foregoing recitals are incorporated and made an integral part of this Agreement by this reference. The City finds that the development of the Property pursuant to this Agreement and applicable City ordinances will result in meaningful planning and economic benefits to, and shall further the health, safety and welfare of, the City and its residents by, among other things: (i) requiring development of the Property in a manner consistent with the applicable

rules, regulations and policies of the City; (ii) providing for the dedication of infrastructure improvements to be completed as set forth herein and/or as consistent with current State or City regulations; and (iii) preserving the natural beauty and view of the surrounding environment through agreed upon construction materials and building height limitations. The City is entering into and approving this Agreement pursuant to its authority under the Act and City ordinances, policies and regulations and has made certain determinations with respect to the Property and, in the exercise of its legislative discretion, has elected to approve this Agreement as an agreement, compromise, and settlement as to the matters covered by this Agreement.

~~(2) Project Phasing. The development of the multiple phases of the Project shall be governed as follows:~~

~~(a) Subdivision Phases A, B, G and U. The infrastructure (roads and utilities) for these phases are already constructed. Therefore, any of these phases can proceed to final plat without constructing or bonding for any improvements.~~

~~(b) Subdivision Phases C, D, E, F, H, I, J, K and L. Road Phases R-1 and R-6 (loop 1) would have to be constructed or bonded for before any of these phases could record final plat.~~

~~(c) Subdivision Phase M. Road Phases R-1 and R-6 (Loop 1) or Road Phases R-2, R-6, R-7 and R-8 (Loop 2) would have to be constructed or bonded for before this phase could record final plat.~~

~~(d) Subdivision Phase T. Road Phases R-2, R-6, R-7 and R-8 (Loop 2) or Road Phases R-3, R-7 and R-8 (Loop 3) would have to be constructed or bonded for before this phase could record final plat.~~

~~(e) Subdivision Phase W. Road Phases R-4, R-7 and R-9 (Loop 4) would have to be constructed or bonded for before this phase could record final plat.~~

~~(f) Subdivision Phase Z. Road Phases R-4, R-7 and R-9 (Loop 4) or R-9 and R-5 (Loop 5) would have to be constructed or bonded for before this phase could record final plat.~~

~~(g) Subdivision Phases N, O, P, Q and R. Road Phases R-2, R-6, R-7 and R-8 (Loop 2) would have to be constructed or bonded for before any of these phases could record final plat.~~

~~(h) Subdivision Phases S and V. Road Phases R-3, R-7 and R-8 (Loop 2) would have to be constructed or bonded for before either of these phases could record final plat.~~

~~(i) Subdivision Phases X and Y. Road Phases R-5 and R-9 (Loop 5) would have to be constructed or bonded for before either of these phases could record final plat.~~

(2) Project Phasing. The development of the multiple phases of the Project shall be governed as follows:

(a) Lots within any phase shown on the Phased Subdivision Master Plan may be grouped together into sub-phases and recorded on a Final Plat so long as the lots are contiguous and there are dual paved access roads fully installed or bonded for as required by this paragraph.

(b) The final plat for at least one Subdivision Phase shall be recorded every two (2) years, with the first Subdivision Phase final plat to be recorded within two (2) years from the approval date of this Development Agreement and all of the Subdivision Phase final plats shall be recorded within twenty (20) years from the approval date of this Development Agreement.

(c) Before a final plat for any Subdivision Phase can be recorded, paved dual access roads shall either be fully installed or bonded for, except for lots served by cul-de-sacs in which case the entrance to the cul-de-sac shall have paved dual access; before the first Certificate of Occupancy can be issued for a home in any Subdivision Phase, the required paved dual access roads must be fully installed and all improvements completed for that Phase.

(d) Also for any Subdivision Phase through which there is a right-of-way that is to be vacated, the statutory process for vacating the right-of-way must be completed before that Subdivision Phase can be recorded.

(3) Phasing Timeline.

(a) Road Phases. At least one Road Phase, including the associated public improvements, shall be constructed every two (2) years, with the first Road Phase to be constructed within two (2) years from the approval date of this Development Agreement and all of the Road Phases, including all public improvements, to be completed within ten (10) years from the approval date of this Development Agreement.

(b) Subdivision Phases. The final plat for at least one Subdivision Phase that adjoins either an existing road, or adjoins a constructed Road Phase, shall be recorded every two (2) years, with the first Subdivision Phase final plat to be recorded within two (2) years from the approval date of this Development Agreement and all of the Subdivision Phase final plats to be recorded within twenty (20) years from the approval date of this Development Agreement.

(4) Project Plans; Development Pursuant to this Agreement.

(a) Project Plans. The Project Preliminary Plans and Final Plat previously approved, as well as any exhibits attached hereto (collectively the "Project Plans"), are integral parts of this Agreement. The City's approval of the Project is based upon the City's reliance that the Project will be developed in accordance with the standard and quality of improvements, unit densities, dedication of easements, roadways, and other improvements, as represented in the Project Plans and this Agreement.

(b) Development Guidelines. The following development guidelines shall be part of the Project Plans:

(i) Exterior materials shall only be stucco, stone, brick, exposed concrete or concrete block;

(ii) All exterior colors shall be limited to subdued earth tones, similar to those colors found in existing Taviawk homes;

(iii) No metal or vinyl siding shall be allowed, however metal detailing and accent may be on a case by case basis, i.e. copper, rusted steel patina;

(iv) All reflective exterior surfaces or materials shall be treated to reduce reflective glare;

(v) All exterior lighting shall be shielded and low level;

(vi) All fencing within or around the Project shall be colored masonry, rock stucco finish and exposed colored concrete throughout the Project; and

(vii) All roofing shall be such material as those familiar to roof currently found in Taviawk.

(c) Development. Upon execution of this Agreement by the City, the Developer is authorized to develop the Property as set forth in this Agreement and in accordance with the types, densities and intents of the land uses set forth in the Project Plans and this Agreement.

(5) Construction Standards on Project. All improvements in the Project shall be installed in accordance and consistent with the Project Preliminary Plans, approved Final Plat, approved construction drawings, exhibits referred to herein, and with Ivins City Design and Construction Standards and all other governmental and regulatory standards. All fencing in the Project must comply with the City fencing ordinances and regulations. Lighting in the Project shall be in accordance with current City lighting ordinances and regulations or with the lighting plan included with the Project Plans, whichever is stricter.

(6) Developer Provided Municipal/Public Improvements.

(a) Improvements. The Developer shall install, construct, and complete the following municipal/public improvements as set forth in and contemplated by the Project Plans (the "Developer's Municipal Improvements"), all such improvements to be constructed in a good and workmanlike manner and in accordance with applicable regulations and governmental standards and within the time periods for development set forth herein or as otherwise agreed to by the City:

(i) Water Distribution System. All pipes, valves, fittings, pressure reducing valve stations, air release valves, and other distribution facilities within the Property for the purpose of distributing water within the Property.

(ii) Sewer System. A gravity sewer system shall be installed to service all lots within the subdivision and sized to accommodate potential future sewer flows from adjacent properties. The gravity system shall remain dry until an offsite gravity sewer outfall line is constructed from the subdivision to the stubbed sewer system located at 200 North and 600 West Street. The gravity outfall line shall be designed, approved, and constructed by the Developer upon the earlier of the following events: 1) when 50% of the lots in the Project have been sold to a third party; or 2) when 25% of the homes constructed in the Project have been given a Certificate of Occupancy from the City. The developer shall construct the gravity sewer outfall line within 10 years of the date of this agreement regardless of how many lots have been platted and recorded. Prior to the construction of the outfall line being required, a low pressure sewer system will be allowed where Developer installs the system per approved plans and agrees to maintain the system from the point of discharge into the City's gravity sewer system to each individual lot. Developer is responsible to coordinate with individual lot owners to install properly sized low pressure sewer equipment including sumps, pumps, controls, and laterals. Developer is also responsible to coordinate with individual lot owners to plan and install improvements for a future switch to gravity sewer systems.

(iii) Water Drainage. Developer shall install all necessary water drainage improvements per drainage study. Roadside treatments must be armored unless drainage study shows low erosive conditions (velocities less than 2f.p.s.) in a 10 year flood event.

(iv) Roads. Developer shall install roads per approved plans in accordance with the City's 2006 Transportation Master Plan. However, Developer shall be allowed to cut roads to grade and then submit construction plans for approval prior to construction. Developer shall have the flexibility to build roads after approval of construction plans but prior to final plat approval so longs as: a) the road alignments have been determined by an approved Preliminary Plan; and b) an approved Development Agreement allows this flexibility.

(v) Landscaping. Landscaping in all open space areas that are to be dedicated to the City (excluding those sensitive lands that are to remain unimproved) shall be installed in accordance with plans approved by, and consistent with the requirements of, the Parks and Recreation Department and all plants shall be of the type on the City's approved plant list.

(b) Warranty Period. Pursuant to Section 16.05.906 of the Ivins City Subdivision Ordinance, the warranty period for public improvements shall commence on the date that all city required improvements associated with the development have been completed to the satisfaction of the City and a final inspection thereof has been made approving the same. The warranty period shall commence at that date and shall continue for one (1) year thereafter for all

improvements. If any deficiencies are found by the City during the warranty period in materials or workmanship, the developer shall promptly resolve such defects or deficiencies and request the City Engineer to re-inspect the improvements. If the defective or deficient improvements are not corrected, the City will give notice to the developer of the action to file on the security agreement for completion of the improvements. At the end of the one (1) year period, as applicable, the developer shall request the City staff to make a final warranty period inspection of all improvements. If the City Engineer verifies that the improvements are acceptable, the remaining security posted by the developer under the security agreement shall be released.

(c) Costs Associated with the Developer's Municipal/Public Improvements.

(i) Construction Costs. The Developer will pay all costs and all associated expenses to install, construct, and complete the Developer's Municipal/Public Improvements. If this Agreement makes no provisions for the City to provide, pay or reimburse Developer for any Municipal Improvements installed by Developer as anticipated in the construction drawings or in this Agreement, the City is not responsible for any such costs and Developer specifically waives any claims against the City therefor.

(ii) Maintenance Costs. Until such time as a particular component of Developer's Municipal/Public Improvements is dedicated to and accepted by the City, and standard maintenance thereof is assumed by the City, the Developer shall maintain, at its cost, such component of Developer's Municipal/Public Improvements.

(d) Inspection and Dedication of Developer's Municipal/Public Improvements. Upon completion of the Developer's Municipal/Public Improvements ("Offered Improvements"), the City shall inspect the Offered Improvements within a reasonable time after receipt of written notice from the Developer that such Offered Improvements are complete. The City shall approve and accept for dedication the Offered Improvements so long as they are constructed in accordance with the City's adopted standards therefor, as verified by the City's inspection. Following completion of the Offered Improvements, and the City's inspection and acceptance thereof, the City shall thereafter own, operate and maintain the Offered Improvements without charge or cost to the Developer, excepting that usual warranty bonding shall be provided to the City by the Developer.

(e) Other Utilities. The Developer shall install, construct and complete, without cost to the City, all other utilities required by the City or by regulation, ordinance or law to be installed. The Developer will pay all costs and all associated expenses to install, construct, and complete such other utilities, unless otherwise specifically provided herein for improvements which the City has specifically required of Developer, which Developer and the City specifically agree herein shall be paid (or reimbursed) to Developer by the City. If this Agreement makes no provisions for the City to provide, pay or reimburse Developer for any such other utilities installed by Developer, the City is not responsible for any such costs and Developer specifically waives any claims against the City there for.

(f) Fencing and Lighting. All fencing in the Project must comply with City fencing ordinances and regulations. Lighting in the Project shall be in accordance with current City lighting ordinances and regulations or with the lighting plan included with the Project Plans, whichever is stricter.

(g) Washington County HCP Land Use Restrictions. Developer acknowledges that a portion of the project is located within the Red Cliff Desert Reserve and Developer agrees to the following land use restrictions: a maximum overall density of one unit per acre; minimized surface disturbance during development; retention of native vegetation and restrictions on exotic plant materials; firefighting will be allowed; and no grazing will be allowed in desert tortoise habitat.

(h) Documentation Supporting Provisions Herein. If the City determines that any provision of this Agreement requires a separate (recordable or otherwise) document/agreement to protect or clarify the City's rights pursuant to the intent of the parties under this Agreement, both parties shall cooperate in preparing and completing such documents.

(7) Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by Ivins City in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement.

(8) Subdivision Plat Approvals and Compliance with City Design and Construction Standards. Developer expressly acknowledges and agrees that nothing in this Development Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of Ivins City necessary for approval and recordation of subdivision plats for the Project, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of Ivins City, including but not limited to, the Ivins City Subdivision Ordinance and Standards and Specifications for Design and Construction.

(9) Bonding for Improvements. Developer shall comply with all bonding for completion, restoration and guarantee of improvements requirements of Ivins City. Specifically, as a condition of recording of any Final Plat for the Project, Developer shall provide the following bonds, or equivalent security as allowed by Ivins City ordinances:

(a) Completion of all Improvements or Completion Security. If the Developer does not complete all improvements prior to recordation of the Final Plat for any phase of the Project, a completion bond shall be provided to the City as required by the Ivins City Subdivision Ordinance. Such completion bond will be in the amount of 125% of the City engineer's estimated cost for applicable construction costs of the improvements. The security must be in a form acceptable to the City.

(b) Restoration Bond. If the Developer intends to install improvements rather than provide a completion bond, the Developer must provide a restoration bond to the City as required by the Ivins City Subdivision Ordinance. (If a completion bond is not provided, plat recording may not occur until all improvements are installed and approved by the City.)

(c) Warranty Security. At the completion of the improvements for which completion security is required, Developer shall provide the City with a warranty bond or other form of security, as required by the Ivins City Subdivision Ordinance, in the amount of 25% of the estimated construction costs referred to above. The security must be in a form acceptable to the City.

(d) Application. In case of any discrepancy between the bonding/security provisions in this Agreement and the City's subdivision ordinance provisions regarding bonding/security, the provision providing greater protection to the City (as such is determined by the City) shall be applicable.

(10) Agreement to Run with the Land. This Agreement shall be recorded against the Property described in Exhibit "A" attached hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property. Additionally, Developer shall provide appropriate notes upon the Final Plat prior to recordation giving notice of the primary provisions of this Agreement.

(11) Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent signed by the Mayor with the approval of the City Council, which consent shall not be unreasonably withheld.

(12) Binding Effect. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

(13) No Joint Venture, Partnership or Third Party Rights. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

(14) Integration. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

(15) Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(16) Previous Agreements. Except as otherwise expressly provided herein, this Agreement is the exclusive agreement of the parties and replaces and supersedes all prior agreements between the parties pertaining to this Project.

(17) Miscellaneous.

(a) Legal Fees. Should any party default in any of the covenants or agreements herein contained, that defaulting party 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. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee, incurred on appeal and in bankruptcy proceedings.

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

(c) Headings. 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.

(d) Plat Notes. Primary provisions of this Agreement, as determined by the City, shall be included as notes on any Final Plat of the Project, as well as incorporated into the Project Restrictive Covenants documents.

IN WITNESS WHEREOF, the parties have executed this Development Agreement the day and year first above written.

IVINS CITY: Attest:

By: _____ _____
R. Daren Barney, Mayor Kari Jimenez, Ivins City Recorder

DEVELOPER/OWNER:

_____
KAYENTA DEVELOPMENT, INC.

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On this ___ day of _____, 2014, before me personally appeared CHRIS HART and KARI JIMENEZ whose identities are personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that they are respectively the Mayor and Recorder of **Ivins City**, and that the foregoing document was signed by them by authority, and they acknowledged before me that Ivins City executed the document and the document was the act of Ivins City for its stated purpose.

_____
Notary Public

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the ___ day of _____, 2014, personally appeared before me LANCE ANDERSON, PRESIDENT OF KAYENTA DEVELOPMENT, INC., whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that KAYENTA DEVELOPMENT, INC. is an Owner/Developer of the Taviawk IX Subdivision and that the foregoing document was signed by him/ by authority, and he/she acknowledged before me that he/she executed the document for its stated purpose.

_____
Notary Public

EXHIBIT "A"

Legal Description for the Property

TAVIAWK PHASE IX

BEGINNING AT A POINT BEING the Southeast Corner of Section 25, Township 41 South, Range 16 West, Salt Lake Base and Meridian and running; thence North 88°37'23" West 558.32 feet ; thence North 02°12'52" East 162.18 feet ; thence North 08°27'53" East 194.00 feet ; thence North 01°38'11" East 106.96 feet ; thence North 07°02'29" West 114.00 feet ; thence North 26°03'52" West 245.42 feet ; thence North 01°21'22" East 243.86 feet ; thence North 51°53'38" East 90.71 feet ; thence North 11°36'11" East 111.00 feet ; thence North 05°26'11" West 118.41 feet ; thence North 01°15'46" East 105.00 feet ; thence North 76°13'46" East 238.20 feet ; thence North 28°50'03" East 215.94 feet ; thence North 88°44'14" West 14.12 feet ; thence North 30°02'51" West 114.91 feet ; thence North 58°49'12" East 69.00 feet ; thence North 40°32'09" East 110.00 feet ; thence North 24°27'28" East 88.61 feet ; thence South 88°38'20" East 168.00 feet ; thence North 01°22'24" East 223.75 feet ; thence North 67°45'42" East 90.66 feet ; thence North 02°09'09" East 189.00 feet ; thence North 65°30'07" East 189.00 feet ; thence North 86°10'45" East 114.00 feet ; thence South 11°07'34" East 66.00 feet ; thence South 49°33'07" East 103.00 feet ; thence South 00°00'09" East 49.00 feet ; thence South 62°37'58" East 69.00 feet ; thence North 35°24'07" East 146.00 feet ; thence North 52°59'59" East 114.00 feet ; thence South 56°03'17" East 249.00 feet ; thence South 45°23'25" East 89.00 feet ; thence South 77°36' 33" East 58.00 feet ; thence North 65°43'34" East 96.00 feet ; thence South 73°34'25" East 59.00 feet ; thence North 42°47'29" East 100.00 feet ; thence South 86°31'48" East 75.00 feet ; thence South 55°28'49" East 219.00 feet ; thence South 34°36'56" East 77.00 feet ; thence South 50°05'51" East 83.00 feet ; thence South 67°43'59" East 58.00 feet ; thence North 80°21'03" East 81.12 feet to a point on the west right-of-way line of Taviawk Drive; thence along said right-of-way South 09°38'43" East 309.07 feet to the point of curvature and a point on the boundary of Taviawk Phase IIX as recorded with the Washington County Recorder's Office, and following along said boundary the following 35 courses: thence along the curve to the right 31.10 feet, said curve having a radius of 20.00 feet, a central angle of 89°05'42" and whose radius bears South 80°20'44" West; thence South 79°26'26" West 33.98 feet to the point of curvature ; thence along the curve to the left 108.84 feet, said curve having a radius of 401.50 feet and a central angle of 15°31'53" to the beginning of curvature ; thence along the curve to the right 29.56 feet, said curve having a radius of 20.00 feet and a central angle of 84° 41' 28" ; thence South 58° 36' 01" West 38.00 feet to the point of curvature ; thence along the curve to the right 29.56 feet, said curve having a radius of 20.00 feet, a central angle of 84° 41' 28 and whose radius bears South 58°36'28" West to the beginning of curvature ; thence along the curve to the left 22.91 feet, said curve having a radius of 401.50 feet and a central angle of 03° 16' 10" ; thence South 50° 01' 18" West 125.04 feet to the point of curvature ; thence along the curve

to the right 272.83 feet, said curve having a radius of 448.50 feet and a central angle of 34° 51' 15" ; thence South 84° 52' 33" West 297.06 feet to the point of curvature ; thence along the curve to the left 635.56 feet, said curve having a radius of 719.00 feet and a central angle of 50° 38' 47" ; thence South 34° 13' 46" West 26.24 feet to the point of curvature ; thence along the curve to the right 31.81 feet, said curve having a radius of 20.00 feet and a central angle of 91° 07' 46" ; thence South 33° 03' 50" West 38.03 feet to the point of curvature ; thence along the curve to the right 31.04 feet, said curve having a radius of 20.00 feet, a central angle of 88° 54' 48" and whose radius bears South 35°18'23" West; thence South 55° 46' 14" East 38.00 feet to the point of curvature ; thence along the curve to the right 31.04 feet, said curve having a radius of 20.00 feet, a central angle of 88° 54' 48" and whose radius bears South 55°46'50" East to a point of curvature; thence along the curve to the left 119.56, said curve having a radius of 2,036.50 feet and a central angle of 03° 21' 50" feet to the point of curvature ; thence along the curve to the right 205.35 feet, said curve having a radius of 800.00 feet and a central angle of 14° 42' 24" ; thence South 45° 30' 51" East 193.88 feet to the point of curvature ; thence along the curve to the right 83.55 feet, said curve having a radius of 800.00 feet and a central angle of 05° 59' 01" ; thence North 50° 28' 10" East 38.00 feet ; thence North 62° 41' 21" East 616.41 feet ; thence North 28° 10' 39" West 436.96 feet ; thence North 07° 47' 34" West 93.53 feet ; thence North 84° 52' 33" East 11.33 feet to the point of curvature ; thence along the curve to the left 173.83 feet, said curve having a radius of 486.50 feet and a central angle of 20° 28' 19" to the beginning of curvature ; thence along the curve to the right 31.63 feet, said curve having a radius of 20.00 feet and a central angle of 90° 37' 38" ; thence North 54° 43' 44" East 38.62 feet to the point of curvature ; thence along the curve to the right 28.10 feet, said curve having a radius of 20.00 feet, a central angle of 80° 30' 21" and whose radius bears North 65°02'11" East to the beginning of curvature ; thence along the curve to the left 46.83 feet, said curve having a radius of 486.50 feet and a central angle of 05° 30' 55" ; thence North 50° 01' 18" East 125.04 feet to the point of curvature ; thence along the curve to the right 186.64 feet, said curve having a radius of 363.50 feet and a central angle of 29° 25' 08" ; thence North 79° 26' 26" East 34.12 feet to the point of curvature; thence along the curve to the right 30.79 feet, said curve having a radius of 20.00 feet and a central angle of 88° 12' 59" to the beginning of curvature and leaving said boundary of Taviawk Phase IIX; thence along the curve to the left 534.15 feet, said curve having a radius of 1233.00 feet and a central angle of 24° 49' 17" whose radius bears N77°39’27”E; thence South 37° 09' 51" East 20.00 feet ; thence South 52° 50' 09" West 169.94 feet ; thence South 37° 09' 51" East 151.51 feet to the point of curvature ; thence along the curve to the right 206.20 feet, said curve having a radius of 970.00 feet and a central angle of 12° 10' 47" whose radius bears N35°37’25”W; thence South 24° 05' 59" East 60.00 feet ; thence South 66° 31' 58" West 514.85 feet to the point of curvature ; thence along the curve to the left 299.79 feet, said curve having a radius of 2970.00 feet and a central angle of 05° 47' 00" ; thence South 60° 44' 58" West 261.94 feet to the point of curvature ; thence along the curve to the left 846.23 feet, said curve having a radius of 1470.00 feet and a central angle of 32° 58' 59" ;thence North 62° 14' 00" West 60.00 feet ;thence North 58° 44' 27" West 338.44 feet to the POINT OF BEGINNING

Containing 95.297 acres