

REAL ESTATE EXCHANGE AND PURCHASE AGREEMENT

THIS REAL ESTATE EXCHANGE AND PURCHASE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2021 (the “Effective Date”), by and between JACK R. KOHLER, an individual and JACK R. KOHLER LLC, an Idaho limited liability company (collectively “the Kohler Parties”), and TOQUERVILLE CITY, a Utah municipal corporation (the “City”). Throughout this Agreement, the Kohler Parties and the City may be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

A. WHEREAS, Jack R. Kohler, LLC is the legal title holder to a parcel of property referred to as Parcel No. T-TEAD-D-17, as more particularly depicted on **Exhibit A** attached hereto and incorporated herein by this reference (the “Kohler Property”).

B. WHEREAS, the City presently holds legal title to a portion of property that was intended and designated to be used as a roadway (“the Roadway Stub”), which is adjacent to the eastern edge of the Kohler Property as depicted in Exhibit A.

C. WHEREAS, the City desires to obtain a portion of the Kohler Property consisting of approximately 0.03 acres and more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference (the “By-Pass Parcel”), for purposes of using the By-Pass Parcel for construction of a new road to be known as the “Toquerville Parkway” or for a right of way adjacent to the Toquerville Parkway.

D. WHEREAS, the Kohler Parties desire to obtain a portion of the Roadway Stub consisting of approximately 0.23 acres and more particularly described on **Exhibit C** attached hereto and incorporated herein by this reference (the “Abandoned Parcel”).

E. WHEREAS, the Kohler Parties have agreed to transfer the By-Pass Parcel to the City and the City has agreed to sell and transfer the Abandoned Parcel to the Kohler Parties (specifically Jack R. Kohler individually), subject to the terms and conditions set forth herein.

F. WHEREAS, the Parties have negotiated, discussing various terms, and desire to create one final expression of the agreed upon terms of these transactions.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Transfer of By-Pass Parcel. In consideration of the City’s obligations under this Agreement, the Kohler Parties hereby agree to have Jack R. Kohler, LLC transfer and convey title to the By-Pass Parcel to the City. The transfer of the By-Pass Parcel shall be made via a Special Warranty Deed in the form attached hereto as **Exhibit D**.

2. Purchase and Sale of Abandoned Parcel. In consideration of the Kohler Parties' obligations under this Agreement, the City hereby agrees to sell to Jack R. Kohler, individually and Jack R. Kohler individually agrees to purchase the Abandoned Parcel. The transfer of the Abandoned Parcel shall be made via Special Warranty Deed in the form attached hereto as **Exhibit E**.
3. Consideration. As consideration for the Abandoned Parcel, the Kohler Parties agree to pay to the City a total of Thirty Five Thousand Dollars and 00/100 (\$35,000.00) (the "Cash Consideration").
4. Payment of Cash Consideration. The Kohler Parties shall deliver the Cash Consideration to the Escrow Company (as defined below) in cash or other immediately available funds, at or before the Closing (as defined below).
5. Escrow. Escrow shall be deemed to be open upon the receipt by Terra Title Company, 265 West Tabernacle, Suite 100, St. George, Utah 84741 ("Escrow Company"), to the attention of Stephanie Hutchings ("Escrow Agent") of a fully executed counterpart of this Agreement ("Escrow"). Escrow shall be opened and maintained for the purposes of holding and disbursing monetary deposits and documents as directed by the Kohler Parties and the City, and Escrow Company is hereby directed to disburse funds held by it in accordance with the terms and provisions of this Agreement, or as otherwise directed, in writing, signed by both the Kohler Parties and the City.
6. Title Insurance. The Kohler Parties, at their sole cost and expense shall obtain an owner's policy of title insurance for the Abandoned Parcel. The City may, at its cost and expense, obtain an owner's policy of title insurance for the By-Pass Parcel.
7. Representations and Warranties of the Kohler Parties. The Kohler Parties hereby makes the following representations and warranties to the City:
 - a. Authority. The Kohler Parties have all requisite power and authority to enter into and to perform the terms of this Agreement. The Kohler Parties have taken all action required by law, Jack R. Kohler, LLC's articles of organization, operating agreement or otherwise to authorize the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly authorized, executed and delivered by the Kohler Parties and no other company or individual action is necessary. The person signing this Agreement on behalf of Jack R. Kohler, LLC is authorized to do so.
 - b. Binding Obligations. This Agreement and all other documents delivered by the Kohler Parties to the City have been and will be duly authorized, executed and delivered by Jack R. Kohler, LLC and constitute legal, valid and binding obligations of the Kohler Parties (assuming the same constitute legal, valid binding obligations of the City).
 - c. Title to By-Pass Parcel. Jack R. Kohler, LLC has good and marketable title to the By-Pass Parcel. Upon the Close of Escrow, the By-Pass Parcel will not be subject to any mortgage, pledge, lien, security interest, encumbrance, restriction, variance, charge or limitation of any kind.

- d. Litigation. The Kohler Parties are not involved in, nor is the Kohler Parties aware of, any proceeding or threatened litigation, administrative or governmental proceeding or investigation, or pending or threatened condemnation or eminent domain proceeding, relating to or otherwise affecting the By-Pass Parcel.
- e. Mechanics' Liens. There are no unsatisfied mechanics' or materialman's lien rights concerning the By-Pass Parcel.
- f. Bankruptcy Proceedings. Neither the Kohler Parties nor any part of the By-Pass Parcel is the subject of any bankruptcy proceedings.
- g. Foreign Persons. The Kohler Parties are not a "foreign person," as that term is defined in Section 1445 of the U.S. Internal Revenue Code of 1986, as amended.
- h. No Warranties from the City. The Kohler Parties acknowledge that the City has made no warranties, representations or guarantees regarding the Abandoned Parcel, the condition of the Abandoned Parcel or the fitness of the Abandoned Parcel for any particular use or purpose, except for the warranties expressly made in this Agreement.

The representations and warranties of Kohler made in this Section shall survive termination or consummation of the transaction contemplated by this Agreement.

8. City's Representations and Warranties. The City hereby makes the following representations and warranties to the Kohler Parties:

- a. Authority. The City has all requisite power and authority to enter into and to perform the terms of this Agreement.
- b. Binding Obligations. This Agreement and all other documents delivered by the City to the Kohler Parties have been and will be duly authorized, executed and delivered by the City and constitute legal, valid and binding obligations of the City (assuming the same constitute legal, valid binding obligations of the Kohler Parties).
- c. Title to Abandoned Parcel. The City has good and marketable title to the Abandoned Parcel. Upon the Close of Escrow, the Abandoned Parcel will not be subject to any mortgage, pledge, lien, security interest, encumbrance, restriction, variance, charge or limitation of any kind.
- d. Litigation. The City is not involved in, nor is the City aware of, any proceeding or threatened litigation, administrative or governmental proceeding or investigation, or pending or threatened condemnation or eminent domain proceeding, relating to or otherwise affecting the Abandoned Parcel.
- e. Mechanics' Liens. There are no unsatisfied mechanics' or materialman's lien rights concerning the Abandoned Parcel.
- f. Condition of Abandoned Parcel; No Warranties. EXCEPT AS OTHERWISE SET FORTH HEREIN, THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES

WHATSOEVER REGARDING THE CONDITION OF THE ABANDONED PARCEL OR ITS SUITABILITY FOR THE KOHLER PARTIES' DESIRED USES.

The representations and warranties of the City made in this Section shall survive termination or consummation of the transaction contemplated by this Agreement.

9. Closing. The Escrow is to close ("Close of Escrow" or "Closing") at a date and time mutually acceptable to the Parties, provided that the Closing shall be no later than November 19, 2021 unless the Parties agree in writing to an extension of time. Title and ownership of the By-Pass Parcel shall transfer from Kohler to the City and title and ownership of the Abandoned Parcel shall transfer from the City to Kohler, at Close of Escrow. The Parties shall deliver the following, at Close of Escrow:

- a. By the Kohler Parties.
 - i. A special warranty deed conveying title to the By-Pass Parcel to the City;
 - ii. The Cash Consideration in cash or other immediately available funds.
- b. By the City. The City shall deliver a special warranty deed conveying title to the Abandoned Parcel to Jack R. Kohler, individually.

The Kohler Parties and the City shall each pay one half of customary closing costs as is normal in Washington County, Utah, except that each the Kohler Parties shall be responsible to pay for one hundred percent (100%) of the costs of any owner's policy of title insurance for the Abandoned Parcel. At the Close of Escrow, each of the Parties shall deliver to the Escrow Company such sums, instruments and documents as are required by this Agreement and each Party shall do all of the things reasonably necessary to close this transactions and carry out the purpose and intent of this Agreement. Taxes, insurance, rents and any other charges of a like kind or nature relating to the subject parcels of property shall be prorated as of the date of the Close of Escrow.

10. Conditions to Kohler's Obligations to Close. The Kohler Parties' obligation to consummate the transactions to be performed in connection with the Closing is subject to satisfaction of the following conditions:

- a. The representations and warranties set forth in Section 8 above shall be true and correct in all material respects at and as of the Closing of Escrow, except to the extent that such representations and warranties are qualified by the term "material," in which case such representations and warranties (as so written, including the term "material") shall be true and correct in all respects at and as of the Closing of Escrow;
- b. The City shall have performed and complied with all of its covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by the term "material," in which case the City shall have performed and complied with all of such covenants (as so written, including the term "material") in all respects through the Closing; and

- c. All actions to be taken by the City in connection with consummation of the transactions contemplated hereby and all certificates, instruments, and other documents required to effect the transactions contemplated hereby shall be satisfactory in form and substance to Kohler.

The Kohler Parties may waive any condition specified in this Section 10 if it executes a writing so stating at or prior to the Closing.

11. Conditions to the City's Obligations to Close. The City's obligation to consummate the transactions to be performed in connection with the Closing is subject to satisfaction of the following conditions:

- a. The representations and warranties set forth in Section 7 above shall be true and correct in all material respects at and as of the Closing of Escrow, except to the extent that such representations and warranties are qualified by the term "material," in which case such representations and warranties (as so written, including the term "material") shall be true and correct in all respects at and as of the Closing of Escrow;
- b. The Kohler Parties shall have performed and complied with all of its covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by the term "material," in which case the Kohler Parties should have performed and complied with all of such covenants (as so written, including the term "material") in all respects through the Closing;
- c. The Kohler Parties shall have delivered the Cash Consideration to the Escrow Company; and
- d. All actions to be taken by the Kohler Parties in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be satisfactory in form and substance to the City.

The City may waive any condition specified in this Section 11 if it executes a writing so stating at or prior to the Closing.

12. Risk of Loss. All risk of loss and destruction of the By-Pass Parcel and expenses of insurance shall be borne by the Kohler Parties until the Close of Escrow, except as otherwise specified herein. All risk of loss and destruction of the Abandoned Parcel shall be borne by the City until the Close of Escrow, except as otherwise specified herein.

13. Escrow Instructions. Unless otherwise provided for herein, this Agreement shall constitute the instructions to Escrow Company. In the event Escrow Company utilizes its own standard pre-printed escrow instructions (the "Escrow Instructions") the Parties shall promptly execute the same after preparation. The Parties expressly acknowledge that the Escrow Instructions shall not supersede, modify or amend any of the terms of this Agreement, and in the event of any conflict of ambiguity between any of the terms of this Agreement and those of the Escrow Instructions, the terms of this Agreement shall in all instances govern and control. Notwithstanding the preceding

sentences, the failure of any Party to execute the Escrow Instructions shall not invalidate this Agreement or affect the duties, obligations or responsibilities of the Parties hereunder.

14. Notices. All notices required hereunder shall be in writing and shall be delivered personally to the person for whom intended or sent by: (a) registered or certified U.S. Mail, postage prepaid, return receipt requested; or (b) a nationally recognized courier service; or (c) fax or email transmission, addressed to the persons for whom intended at the respective addresses noted below or such other addresses as they may theretofore have specified by like notice:

To Kohler Parties: Jack R. Kohler, LLC
Attn. Jack Kohler, Manager
581 East 1030 North
Pleasant Grove, Utah 84062

To the City: Toquerville City.
Attn: City Recorder
212 N. Toquerville Blvd.
Toquerville, Utah 84774

Notices given in the foregoing manner shall be deemed properly served or given: (i) upon receipt if by hand delivery; (ii) on the third business day (excluding Saturday, Sunday and legal holidays) after the date so mailed; (iii) on the second business day (excluding Saturday, Sunday and legal holidays) after the date sent by nationally recognized courier service; or (iv) on the date of receipt if sent by fax or email, but only if both (a) confirmed by answer-back or read receipt, and (b) confirmed by sending a copy of the notice by U.S. mail promptly after transmission of the fax or email.

15. No Broker. The City and the Kohler Parties separately represent and warrant that there are no brokers involved in the transactions and that no commissions shall be paid as the result of the Parties consummating the transactions contemplated by this Agreement. The Parties further agreed to indemnify defend and hold the other Party harmless from any claims or causes of action relating to real estate broker or agent fees and commissions claim to be owed by a third party as the result of any agreement, written or otherwise, entered into by one of the Parties that is not disclosed herein.

16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter contained in it and supersedes all prior or contemporaneous agreements, representations and understanding of the Parties and/or their representatives. No waiver of any of the provisions of the Agreement shall be deemed, nor shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No supplement, modification or amendment of the Agreement nor any waiver of any provision shall be binding unless executed in writing by all the Parties.

17. Further Assurances. Each Party agrees that it will without further consideration execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to consummate more effectively the purposes or subject matter of this Agreement. The provisions of this Section shall survive Closing.

18. Assignment. No assignment of this Agreement or a Party's obligations or duties under this Agreement may be made without the written consent of the other Parties to this Agreement.
19. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.
20. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next business day. The last day of any period of time described herein shall be deemed to end at 5:00 PM Mountain Standard Time.
21. Choice of Law/Venue/Jurisdiction and Attorneys' Fees. The laws of the State of Utah shall apply to the interpretation, construction and enforcement of this Agreement. In the event any legal action is commenced to enforce this Agreement, jurisdiction and venue shall be properly placed in the 5th District Court, in and for Washington County, State of Utah and not in any federal court. Furthermore, in the event any legal action is commenced to enforce this Agreement, the prevailing Party shall be entitled to recover all costs incurred and reasonable legal fees (including attorney's fees).
22. Counterparts and Facsimile Signatures. This Agreement may be executed by counterpart and facsimile or email signatures. A set of counterparts containing the signatures of all Parties hereto shall have the same effect as a single Agreement containing the original signatures of all Parties.
23. Default. Time is agreed to be of the essence. In the event either Party fails to comply with any of the material terms hereof, then the other Party may declare a default if such failure continues for a period of ten (10) days after the non-complying Party receives written notice specifying the nature thereof; provided, however, in the event such failure cannot, in the exercise of reasonable diligence, reasonably be cured within such ten (10) day period, such failure shall not be considered a default, provided the non-complying Party commences the cure within the ten (10) day period and continues to exercise reasonable diligence to complete the cure. If any default under this Agreement shall occur and the defaulting Party fails to cure the same within the expected curative time period herein provided, the other Party may seek any remedy at law or in equity without notice or demand, including specific performance. No delay or omission of any Party in exercising any remedies or power accruing upon any event of default shall impair any remedies or power or shall be construed to be a waiver of any event of default or any acquiescence therein.
24. Joint Preparation. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
25. Severability. If any provision or term of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision or term to persons or circumstances other than

those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

26. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or business entity other than the Parties and their respective successors and permitted assigns.

27. 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.

28. Payment of Expenses. Except as otherwise expressly provided herein, the Kohler Parties, on one hand, and the City, on the other hand, shall bear all of its own expenses (including, without limitation, attorney's fees) incurred in connection with the preparation, negotiation, execution, delivery or performance of the Agreement.

IN WITNESS HEREOF, the undersigned have executed this Agreement as of the Effective Date

THE KOHLER PARTIES:

JACK R. KOHLER LLC
an Idaho limited liability company

JACK R. KOHLER

Jack R. Kohler, Manager

Jack R. Kohler, Individually

CITY:

TOQUERVILLE CITY
a Utah municipal corporation

Attest:

Lynn C. Chamberlain, Mayor

Ruth Evans, Toquerville City Recorder

EXHIBIT A
(To Real Estate Exchange and Purchase Agreement)

Depiction of By-Pass Parcel and Abandoned Parcel

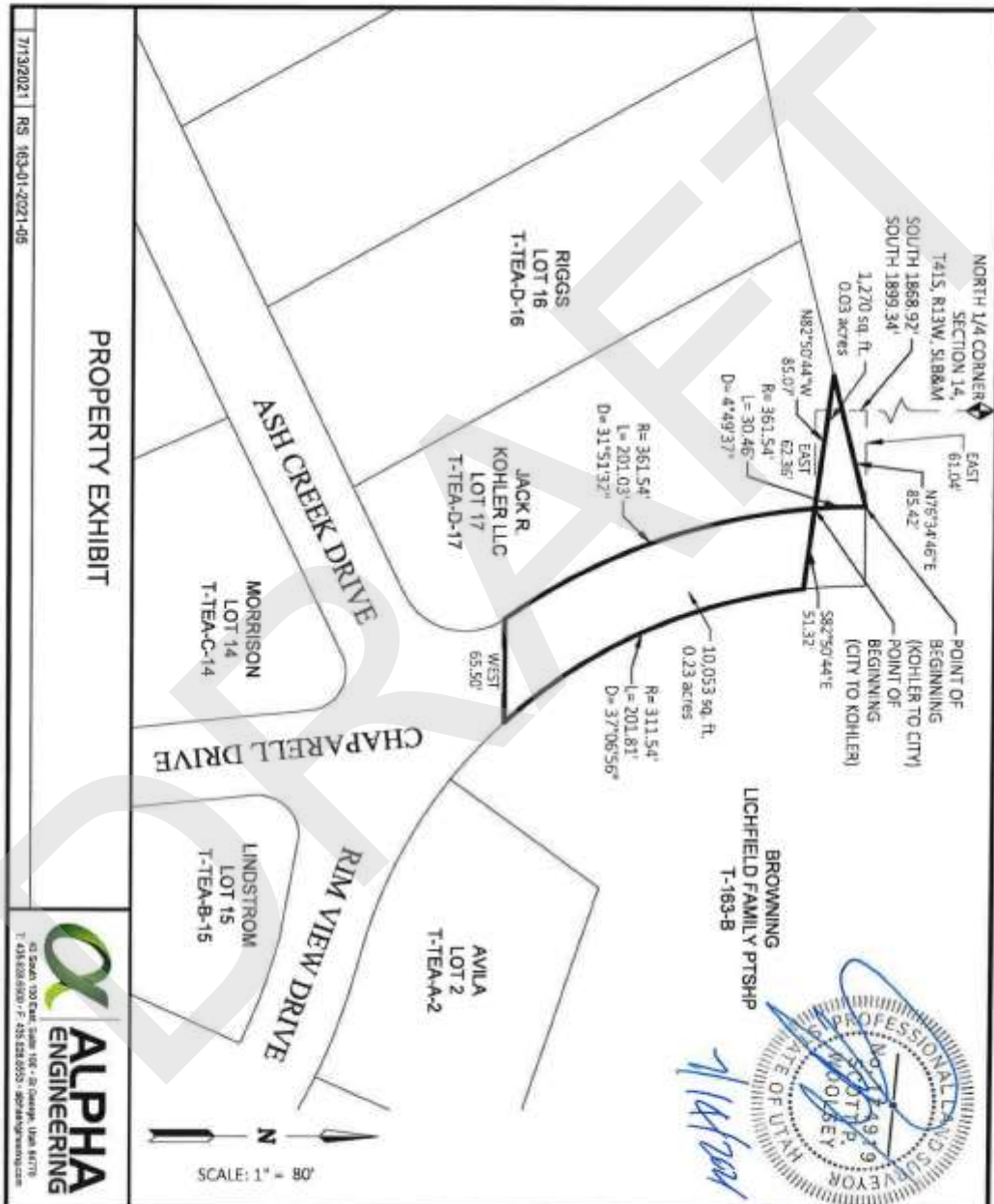


EXHIBIT B
(To Real Estate Exchange and Purchase Agreement)

Legal Description of By-Pass Parcel



43 South 100 East, Suite 100 T 435.628.6500
St George, Utah 84770 F 435.628.6553

alphaengineering.com

JACK R. KOHLER LLC TO TOQUERVILLE CITY
(July 13, 2021)

Commencing at the North $\frac{1}{4}$ corner of Section 14, Township 41 South, Range 13 West, Salt Lake Base and Meridian, thence South 1868.92 feet and East 61.04 feet to the point of beginning, said point being the northeast corner of Lot 17, Toquerville Estates Amended Subdivision as recorded in the Office of the Washington County Recorder as Document #149598 and a point on a non-tangent curve to the left, of which the radius point lies North $89^{\circ}55'40''$ East, a radial distance of 361.54 feet; thence Southerly along the arc, through a central angle of $04^{\circ}49'37''$, a distance of 30.46 feet; North $82^{\circ}50'44''$ West 85.07 feet to a point on the northerly line of said Lot 17; thence North $76^{\circ}34'46''$ East 85.42 feet along the northerly line of said Lot 17 to the point of beginning.

Contains 1,270 square feet or 0.03 acres, more or less.



EXHIBIT C
(To Real Estate Exchange and Purchase Agreement)

Legal Description of Abandoned Parcel



ALPHA
ENGINEERING

43 South 100 East, Suite 100 T 435.628.6500
St George, Utah 84770 F 435.628.6553

alphaengineering.com

TOQUERVILLE CITY TO JACK R. KOHLER LLC
(July 13, 2021)

Commencing at the North $\frac{1}{4}$ corner of Section 14, Township 41 South, Range 13 West, Salt Lake Base and Meridian, thence South 1899.34 feet and East 62.36 feet to the point of beginning, said point being on the easterly line of Lot 17, Toquerville Estates Amended Subdivision as recorded in the Office of the Washington County Recorder as Document #149598, and running thence South $82^{\circ}50'44''$ East 51.32 feet to a point on a non-tangent curve concave to the Northeast, having a radius of 311.54 feet of which the radius point lies North $83^{\circ}07'47''$ East; thence Southeasterly 201.81 feet along said curve through a central angle of $37^{\circ}06'56''$ and a chord bearing of South $25^{\circ}25'41''$ East 198.30 feet; thence West 65.50 feet to a point on the easterly line of Lot 17, Toquerville Estates Amended Subdivision as recorded in the Office of the Washington County Recorder as Document #149598 and the beginning of a non-tangent curve concave to the East, having a radius of 361.54 feet of which the radius point lies North $53^{\circ}14'31''$ East; thence Northerly 201.03 feet along said curve and the easterly line of said Lot 17 through a central angle of $31^{\circ}51'32''$ and a chord bearing of North $20^{\circ}49'43''$ West 198.45 feet to the point of beginning.

Contains 10,053 square feet or 0.23 acres, more or less.



EXHIBIT D
(To Real Estate Exchange and Purchase Agreement)

Special Warranty Deed – By-Pass Parcel to City

(Instrument to Follow)

BINGHAM SNOW & CALDWELL, LLP
253 W. St. George Blvd., Ste. 100
St. George, UT 84770

TOQUERVILLE CITY
Attn: City Recorder
212 N. Toquerville Blvd.
Toquerville, UT 84774

SPECIAL WARRANTY DEED

See Attached Exhibit 1

Subject to easements, restrictions, reservations and rights of way appearing of record or enforceable in law and equity and general property taxes for the year and thereafter.

JACK R. KOHLER, LLC
an Idaho limited liability company

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

NOTARY PUBLIC

EXHIBIT 1
(Special Warranty Deed – By-Pass Parcel to City)

Legal Description



43 South 100 East, Suite 100 T 435.628.6500
St George, Utah 84770 F 435.628.6553

alphaengineering.com

JACK R. KOHLER LLC TO TOQUERVILLE CITY
(July 13, 2021)

Commencing at the North ¼ corner of Section 14, Township 41 South, Range 13 West, Salt Lake Base and Meridian; thence South 1868.92 feet and East 61.04 feet to the point of beginning, said point being the northeast corner of Lot 17, Toquerville Estates Amended Subdivision as recorded in the Office of the Washington County Recorder as Document #149598 and a point on a non-tangent curve to the left, of which the radius point lies North 89°55'40" East, a radial distance of 361.54 feet; thence Southerly along the arc, through a central angle of 04°49'37", a distance of 30.46 feet; North 82°50'44" West 85.07 feet to a point on the northerly line of said Lot 17; thence North 76°34'46" East 85.42 feet along the northerly line of said Lot 17 to the point of beginning.

Contains 1,270 square feet or 0.03 acres, more or less.



EXHIBIT E
(To Real Estate Exchange and Purchase Agreement)

Special Warranty Deed – Abandoned Parcel to Kohler

(See Attached Instrument)

BINGHAM SNOW & CALDWELL, LLP
253 W. St. George Blvd., Ste. 100
St. George, UT 84770

JACK R. KOHLER LLC
581 E. 1030 N.
Pleasant Grove, UT 84062

SPECIAL WARRANTY DEED

See Attached Exhibit 1

Subject to easements, restrictions, reservations and rights of way appearing of record or enforceable in law and equity and general property taxes for the year and thereafter.

TOQUERVILLE CITY
a Utah municipal corporation

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

NOTARY PUBLIC

EXHIBIT 1
(Special Warranty Deed – Abandoned Parcel to Kohler)

Legal Description



ALPHA
ENGINEERING

43 South 100 East, Suite 100 T 435.628.6500
St George, Utah 84770 F 435.628.6553

alphaengineering.com

TOQUERVILLE CITY TO JACK R. KOHLER LLC
(July 13, 2021)

Commencing at the North ¼ corner of Section 14, Township 41 South, Range 13 West, Salt Lake Base and Meridian, thence South 1899.34 feet and East 62.36 feet to the point of beginning, said point being on the easterly line of Lot 17, Toquerville Estates Amended Subdivision as recorded in the Office of the Washington County Recorder as Document #149598, and running thence South 82°50'44" East 51.32 feet to a point on a non-tangent curve concave to the Northeast, having a radius of 311.54 feet of which the radius point lies North 83°07'47" East; thence Southeasterly 201.81 feet along said curve through a central angle of 37°06'56" and a chord bearing of South 25°25'41" East 198.30 feet; thence West 65.50 feet to a point on the easterly line of Lot 17, Toquerville Estates Amended Subdivision as recorded in the Office of the Washington County Recorder as Document #149598 and the beginning of a non-tangent curve concave to the East, having a radius of 361.54 feet of which the radius point lies North 53°14'31" East; thence Northerly 201.03 feet along said curve and the easterly line of said Lot 17 through a central angle of 31°51'32" and a chord bearing of North 20°49'43" West 198.45 feet to the point of beginning.

Contains 10,053 square feet or 0.23 acres, more or less.

