RECEPTION#: 3059829 3/31/2023 11:43:34 AM, 1 of 11 Recording: \$63.00, Bobbie Gross, Mesa County, CO. CLERK AND RECORDER

THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

DEED OF TRUST

THIS DEED OF TRUST is made this ______ day of March, 2023, between Bonsai Development, LLC, a Colorado limited liability company, whose address is 1601 Riverside Drive, Grand Junction, CO 81501, (Bonsai Development or Obligor); and the Public Trustee of the County in which the Property (see § 1) is situated (Trustee); for the benefit of the City of Grand Junction, a home rule municipality, (Beneficiary), whose address is 250 N. 5th Street, Grand Junction, CO 81501.

Obligor and Beneficiary covenant and agree as follows:

1. Property in Trust. Obligor, in consideration of the indebtedness herein recited and the trust herein created, hereby grants, and conveys to Trustee in trust, with power of sale, the following legally described property located in the City of Grand Junction, County of Mesa, State of Colorado:

Leasehold interest of Bonsai Development, LLC per the Lease Agreement with Las Colonias Development Corporation, Colorado non-profit corporation, dated as of July 31, 2018 and which was amended on February 10, 2020, in:

Pad Site A the Riverfront at Las Colonias, in the County of Mesa, State of Colorado, more particularly described in the attached Exhibits 1 through 2 inclusive, and depicted in the respective;

together with any and all fixtures, buildings, and improvements thereon, including but not limited to, structures, fences, art installations, recreational amenities, equipment and all appurtenances (Property).

Known as portions of 1601 Riverfront Dr., Grand Junction, CO 81501 (Property Address).

2. Obligations Secured. This Deed of Trust is given to secure to Beneficiary:

A performance guarantee in the amount of \$600,000.00 for the final design and construction of the Zip Line Improvements (Indebtedness) as defined by the Cooperative Agreement (Agreement) dated March 29, 2018, the Amendment to the Cooperative Agreement dated July 2020 (Amendment), and the Second Amendment to the Cooperative Agreement dated December 23, 2021 (Second Amendment) and any additional amendments thereto, referred to collectively as the Agreements, specifically Section 3e) of the Agreement as set forth below:

Section 3 e) Subject to approval by applicable federal, state and local authorities with terms and conditions of approval no more onerous than those of general application, construction of a zip line in accordance with BONSAI's then current standard design and specifications. The initial construction of the zip line improvements ("Zip Line Improvements"), shall include the following: (i) launch tower; (ii) dual (side by side)

racing line system; (iii) landing station located on the Leased Premises; (iv) at least 800 feet in length; and (v) launch platform located at Eagle Rim Park at a location to be agreed to by the parties with a crossing of Colorado River with the approval of the underlying landowner and issuance of any necessary permits to cross the Colorado River. Construction of the Zip Line Improvements, in generally the location and type shown on the attached schematic drawing ("Zip Line Improvements Concept Plan") shall be completed within the later of two (2) years from the date of this Agreement, or concurrently with the scheduled completion of the public park improvements underlying and adjacent to the Zip Line Improvements in accordance with the Master Plan for Las Colonias Business Park. BONSAI shall design, install and operate the Zip Line Improvements at a retail construction cost of no less than \$600,000.00.

Obligor shall complete the final design and construction of the Zip Line Improvements in the manner set forth in the Agreements to discharge the Indebtedness. Failure to design and construct the Improvements in accordance with the Agreements, except the deadline provisions thereof which have been missed, by June 30, 2023 constitutes a default of Obligor's promise to perform the covenants and agreements herein contained. For the purposes of this Deed of Trust, completion of the Zip Line Improvements and satisfaction of the Indebtedness means a final inspection and satisfaction/closure of the planning clearance and building permit issued for the Zip Line Improvements in accordance with the approved plans in City Community Development files #SPN 2021-336 and #PCN 2022-1133. The satisfaction/closure of the planning clearance and building permit shall be in a form determined by the Chief Building Official of the Mesa County Building Department. The satisfaction/closure of the planning clearance and building permit shall occur, if at all, upon final inspection and acceptance of the Zip Line Improvements by the Chief Building official or his designee.

- **3. Title.** Obligor represents and agrees that Obligor has the right to grant and convey Obligor's interest in Property, and warrants the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date; and subject to the Leases entered into by Obligor referenced in 1 above.
- **4. Taxes, Assessments.** Obligor covenants to protect the title and possession of the Property, and to pay when due all taxes and assessments now existing or hereafter levied or assessed upon the Property or levied or assessed on the interest therein created by this Deed of Trust, and to deliver to Beneficiary on or before thirty (30) days prior to the date such taxes become delinquent, validated receipts evidencing payment of all such taxes, and to preserve and maintain the lien hereby created, except as hereinafter provided, on the Property, including all improvements and any improvements hereafter made a part of the realty.
- **5. Maintenance.** Obligor shall keep the improvements on the Property in good repair and condition, and not to permit or commit any waste thereof, and to keep all buildings and other improvements occupied so as not to impair the insurance carried thereon. Obligor shall comply with the provisions of any lease. Obligor shall perform all of Obligor's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership, or occupancy of the Property.

In the event Obligor shall fail to keep the improvements on the Property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments as aforesaid, or to preserve any prior lien of this Deed of Trust on the Property, or to keep the buildings and improvements insured as aforesaid, or to deliver the policy or policies of insurance, or the renewal or renewals thereof, to Beneficiary as aforesaid, or to perform any other covenants of this Deed of Trust concerning the Property, then Beneficiary may, at its option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on the Property, or insure and keep insured the improvements thereon; and any sums which may be so paid out by Beneficiary, and all sums paid for insurance premiums as aforesaid, including the costs, expenses and attorneys' fees paid in any suit affecting the Property, shall bear interest from the dates of such payments as allowed by law, and shall be paid by Obligor.

- **6. Prior Mortgages and Deeds of Trust; Charges; Liens.** Obligor shall perform all of Obligor's obligations under any prior deed of trust and any other prior liens. Obligor shall pay all taxes, assessments and other charges, fines, and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, or, if not required to be paid in such manner, by Obligor making payment when due, directly to the payee thereof. Despite the foregoing, Obligor shall not be required to make payments otherwise required by this section if Obligor, after notice to Beneficiary, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Obligor making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.
- 7. Property Insurance. Obligor covenants to procure and maintain, and pay all premiums, fees and charges for the purpose of procuring and maintaining continuously throughout the Term: (i) insurance on the improvements (including building and fixtures on the Premises) against loss or damage by fire or other casualty with endorsements providing what is commonly known as all risk fire and extended coverage, vandalism and malicious mischief insurance, in an amount equal to the full replacement cost thereof; and (ii) general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000.00) for any bodily injury or property damage. Obligor may procure and maintain general liability insurance. All property, casualty and other policies of insurance referred to in the Lease Agreements and the Agreements referred to herein shall include the other party and Beneficiary, as their interests may appear, as additional insureds, shall insure such party against liability arising out of the other party's negligence or, to the extent typically covered by a standard policy of commercial general liability insurance, the negligence of any other person, firm or corporation and contain a contractual liability endorsement for liabilities assumed by the other party under the Lease Agreements and/or Agreements. All policies procured hereunder shall be on standard policy forms issued by insurers of recognized responsibility, rated A+ or better by A.M. Best's Insurance Rating, qualified to do business in Colorado. A certificate of such insurance shall be delivered to the other party upon execution of this Deed of Trust and thereafter not less than fifteen (15) days after the expiration thereof. Any insurance required or permitted to be carried pursuant to this paragraph may be carried under a policy or policies

covering other liabilities and locations of Obligor or Beneficiary; provided, however, that such policy or policies shall apply to the property required to be insured as set forth above and, with respect to Beneficiary, in an amount not less than the amount of insurance required by Beneficiary. Obligor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of the insurable value of the Property. All of the foregoing shall be known as "Property Insurance."

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Obligor subject to Beneficiary's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Beneficiary and shall provide that the insurance carrier shall notify Beneficiary at least ten (10) days before cancellation, termination, or any material change of coverage. Insurance policies shall be furnished to Beneficiary at execution of this Deed of Trust beforehand.

In the event of loss, Obligor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Obligor.

Insurance proceeds shall be applied to restoration or repair of the Property damaged.

All the rights of Obligor and Beneficiary hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

- **8. Protection of Beneficiary's Security.** Except when Obligor has exercised Obligor's rights under § 6 above, if Obligor fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, then Beneficiary, at Beneficiary's option, with notice to Obligor if required by law, may make such appearances and take such action as is necessary to protect Beneficiary's interest, including, but not limited to:
 - **8.1.** any general or special taxes or ditch or water assessments levied or accruing against the Property;
 - **8.2.** the premiums on any insurance necessary to protect any improvements comprising a part of the Property;
 - 8.3. sums due on any prior lien or encumbrance on the Property;
 - 8.4. if the Property is a leasehold or is subject to a lease, all sums due under such lease;
 - **8.5.** the reasonable costs and expenses of defending, protecting, and maintaining the Property and Beneficiary's interest in the Property, including repair and maintenance costs and expenses, costs, and expenses of protecting and securing the Property, receiver's fees and expenses,

inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of Beneficiary;

- **8.6.** all other costs and expenses allowable by the evidence of obligation or this Deed of Trust; and
- **8.7.** such other costs and expenses which may be authorized by a court of competent jurisdiction.

Obligor hereby assigns to Beneficiary any right Obligor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Beneficiary pursuant to this § 8, with interest thereon, shall become additional indebtedness of Obligor jointly and severally secured by this Deed of Trust. Such amounts shall be payable upon notice from Beneficiary to Obligor requesting payment thereof, and Beneficiary may bring suit to collect any amounts so disbursed plus interest as allowed by law. Nothing contained in this § 8 shall require Beneficiary to incur any expense or take any action hereunder.

- **9. Inspection.** Beneficiary may make or cause to be made reasonable entries upon and inspection of the Property, provided that Beneficiary shall give Obligor notice prior to any such inspection specifying reasonable cause therefore related to Beneficiary's interest in the Property unless Beneficiary acts under other rights.
- **10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary as herein provided. However, all of the rights of Obligor and Beneficiary hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Obligor. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Beneficiary and Obligor, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Obligor's equity in the Property immediately prior to the date of taking. Obligor's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

If the Property is abandoned by Obligor or if, after notice by Beneficiary to Obligor that the condemnor offers to make an award or settle a claim for damages, Obligor fail to respond to Beneficiary within 30 days after the date such notice is given, Beneficiary is authorized to collect and apply the proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

- **11. Obligor not Released.** Extension of the time for completion of obligations owed to Beneficiary secured by this Deed of Trust granted by Beneficiary to the Obligor or any successor to Obligor's interest shall not operate to release, in any manner, the liability of the original Obligor, nor Obligor's successors in interest, from the original terms of this Deed of Trust. Beneficiary shall not be required to commence proceedings against such successor or refuse to extend time for completion of the obligations secured by this Deed of Trust by reason of any demand made by the Beneficiary.
- **12.** Forbearance by Beneficiary Not a Waiver. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.
- **13. Remedies Cumulative.** Each remedy provided in the Agreements and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Agreements and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
- **14. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Obligor, subject to the provisions of § 21 (Transfer of the Property; Assumption). All covenants and agreements of Obligor shall be joint and several. The captions and headings of the sections in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
- **15. Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Obligor provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to an obligor or (2) mailing such notice by first class U.S. mail, addressed to Obligor at each Obligor's address stated herein or at such other address as an Obligor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be in writing and shall be given and be effective upon (1) delivery to Beneficiary or (2) mailing such notice by first class U.S. mail, to Beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Obligor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Obligor or Beneficiary when given in any manner designated herein.
- **16. Governing Law; Severability.** The Agreements and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Agreements conflict with the law, such conflict shall not affect other provisions of this Deed of Trust or the Agreements which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Agreements are declared to be severable.
- **17. Acceleration; Foreclosure; Other Remedies.** Except as provided in § 21 (Transfer of the Property; Assumption), upon Obligor's breach of any covenant or agreement of Obligor in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Obligor has exercised Obligor's rights under § 6 above) or upon default of the Agreements or amendment(s) thereto, or Lease Agreement referred to

herein, at Beneficiary's option, all obligations secured by this Deed of Trust shall be immediately due (Acceleration) or for any of the following:

- (a) the execution by Obligor of an assignment for the benefit of creditors or the admission in writing by either or both Obligor of Obligor's inability to pay, or Obligor's failure to pay, debts generally as the debts become due; or
- (b) the levy against the Property or any part thereof; of any execution, attachment, sequestration, or other writ which is not vacated within sixty (60) days after the levy; or
- (c) the appointment of a receiver, trustee, or custodian of Obligor, or of the Property or any part thereof; which receiver, trustee or custodian is not discharged within sixty (60) days after the appointment; or
- (d) the filing Obligor as a debtor of a petition, case, proceeding or other action pursuant to, or the voluntary seeking of the benefit or benefits of, Title 11 of the United States Code, as now or hereafter in effect, or any other law, domestic or foreign, as now or hereafter in effect relating to bankruptcy, insolvency, liquidation, receivership, reorganization, arrangement, or composition or extension or adjustment of debts, or similar laws affecting the rights of creditors (Title 11 of the United States Code and such other laws being herein referred to as "Debtor Relief Laws"), or the taking of any action in furtherance thereof; or
- (e) the filing by Obligor of either a petition, complaint, answer or other instrument which seeks to effect a suspension of; or which has the effect of suspending any of the rights or powers of Beneficiary or Trustee granted in the Note, herein or in any Loan Document; or
- (f) the filing of a petition, case, proceeding or other action against Obligor as a debtor under any Debtor Relief Law or seeking appointment of a receiver, trustee, custodian or liquidator of Obligor or of the Property, or any part thereof; or of any significant portion of Obligor's other property, and (i) an Obligor admits, acquiesces in or fails to contest diligently the material allegations thereof; or (ii) the petition, case, proceeding or other action results in the entry of an order for relief or order granting the relief sought against Obligor, or (iii) the petition, case, proceeding or other action is not permanently dismissed or discharged on or before the earlier of trial thereon or thirty (30) days next following the date of filing; or
- (g) abandonment by Obligor of all or any portion of the Property;

To exercise this option, Beneficiary may invoke the power of sale and any other remedies permitted by law. Beneficiary shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Beneficiary invokes the power of sale, Beneficiary shall give written notice to Trustee of such election. Trustee shall give such notice to Obligor of Obligor's rights as is provided by law. Trustee shall record a

copy of such notice and shall cause publication of the legal notice as required by law in a legal newspaper of general circulation in each county in which the Property is situated and shall mail copies of such notice of sale to Obligor and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Obligor, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property, or any part thereof as permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may determine. Beneficiary or Beneficiary's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

- **18. Obligor's Right to Cure Default.** Whenever foreclosure is commenced for default of any obligation or term hereunder, Obligor shall be entitled to cure said defaults by completing said obligations in the manner provided by law. Upon such completion, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.
- 19. Release. Upon completion of all obligations secured by this Deed of Trust as set forth in § 2, Beneficiary shall cause Trustee to release this Deed of Trust and shall produce for Trustee a statement of release and satisfaction necessary for the Trustee to release this Deed of Trust. Obligor shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Beneficiary shall not produce the documents as aforesaid, then Beneficiary, upon notice in accordance with § 15 (Notice) from Obligor to Beneficiary, shall obtain, at Beneficiary's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust. If Beneficiary does not within 21 days release this Deed of Trust from the Trustee following completion of the obligations/satisfaction of the Indebtedness secured by this Deed of Trust as set forth in § 2, Beneficiary shall pay Obligor's costs and expenses, including attorneys' fees and costs, in obtaining the release of this Deed of Trust.
- **20.** Waiver of Exemptions. Obligor hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.
- **21.** Transfer of the Property; Assumption. The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein); (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein); (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of 3 years; (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in an obligor and (v) the reorganization, liquidation or dissolution of an obligor. Not to be included as a Transfer are (x) the creation of a lien or encumbrance subordinate to

this Deed of Trust; (y) the creation of a purchase money security interest for household appliances; or (z) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Beneficiary, in the event of each and every Transfer:

- **21.1.** All obligations secured by this Deed of Trust shall become immediately due and payable (Acceleration).
- **21.2.** If a Transfer occurs and should Beneficiary not exercise Beneficiary's option pursuant to this § 21 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of the obligor under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. Beneficiary may without notice to Obligor deal with Transferee in the same manner as with an obligor with reference to said obligations hereby secured.
- **21.3.** Should Beneficiary not elect to Accelerate upon the occurrence of such Transfer then, subject to § 21.2 above, the mere fact of a lapse of time or the acceptance of an obligation, whether or not Beneficiary had actual or constructive notice of such Transfer, shall not be deemed a waiver of Beneficiary's right to make such election nor shall Beneficiary be estopped therefrom by virtue thereof.
- 22. Obligor's Copy. Obligor acknowledges receipt of a copy of the Agreements and this Deed of Trust.

EXECUTED BY OBLIGOR.

BONSAI DEVELOPMENT, LLC

a Colorado limited liability company

Bv:

Thaddeus M. Shrader, Member/Manager

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this <u>bo</u> day of March, 2023, by Thaddeus M. Shrader as Member/Manager of Bonsai Development, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: <u>Oc+7 2023</u>

CLARISSA MANCILL TOFEL
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20194038401
MY COMMISSION EXPIRES OCT 7, 2023

Notary Public

EXHIBIT 1

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 24, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado:

COMMENCING at the Southwest corner of the SE 1/4 NW 1/4 of said Section 24 and assuming the South line of the SE 1/4 NW 1/4 of said Section 24 bears S 89°56'29" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 17°20'21" E, a distance of 126.02 feet to the POINT OF BEGINNING and a point being the beginning of a 723.50 foot radius curve, concave Northwest, whose long chord bears N 43°15'20" E with a long chord length of 426.20 feet; thence Northeasterly along the arc of said curve, thru a central angle of 34°15'36", an arc length of 432.62 feet; thence N 78°08'35" E, a distance of 13.64 feet; thence N 69°40'59" E, a distance of 28.60 feet; thence S 66°27'56" E, a distance of 78.91 feet to a point being the beginning of a 55.81 foot radius curve, concave Easterly, whose long chord bears S 07°25'13" E with a long chord length of 50.91 feet; thence Southerly along the arc of said curve, thru a central angle of 54°16'06", an arc length of 52.86 feet to a point being the beginning of a 50.00 foot radius curve, concave Westerly, whose long chord bears S 11°57'56" E with a long chord length of 38.41 feet; thence Southerly along the arc of said curve, thru a central angle of 45°10'41", an arc length of 39.43 feet; thence S 10°37'25" W, a distance of 23.59 feet to a point being the beginning of a 50.45 foot radius curve, concave Easterly, whose long chord bears S 22°52'51" E with a long chord length of 55.70 feet; thence Southerly along the arc of said curve, thru a central angle of 67°00'32", an arc length of 59.00 feet to a point being the beginning of a 130.00 foot radius curve, concave Northwesterly, whose long chord bears S 46°05'38" W, with a long chord length of 61.48 feet; thence Southwesterly along the arc of said curve, thru a central angle of 27°21'18", an arc length of 62.07 feet to a point being the beginning of a 30.00 foot radius curve, concave Southeasterly, whose long chord bears S 23°34'05" W, with a long chord length of 35.44 feet; thence Southwesterly along the arc of said curve, thru a central angle of 72°24'24", an arc length of 37.91 feet; thence S 57°53'36" W, a distance of 4.73 feet to a point being the beginning of a 30.00 foot radius curve, concave Southeasterly, whose long chord bears S 47°23'18" W, with a long chord length of 10.94 feet; thence Southwesterly along the arc of said curve, thru a central angle of 21°00'37", an arc length of 11.00 feet to a point being the beginning of a 311.00 foot radius curve, concave Southeasterly, whose long chord bears S 32°52'04" W, with a long chord length of 43.56 feet; thence Southwesterly along the arc of said curve, thru a central angle of 08°01'51", an arc length of 43.59 feet to a point being the beginning of a 20.00 foot radius curve, concave Northwesterly, whose long chord bears S 58°02'34" W, with a long cord length of 19.51 feet; thence Southwesterly along the arc of said curve, thru a central angle of 58°22'51", an arc length of 20.38 feet to a point being the beginning of a 160.20 foot radius curve, concave Southeast, whose long chord bears S 68°32'22" W with a long chord length of 102.69 feet; thence Southwesterly along the arc of said curve, thru a central angle of 37°23'14", an arc length of 104.54 feet to a point being the beginning of a 25.00 foot radius curve, concave Northerly, whose long chord bears S 78°24'42" W, with a long chord length of 23.91 feet; thence Westerly along the arc of said curve, thru a central angle of 57°07'54", an arc length of 24.93 feet to a point being the beginning of a 311.00 foot radius curve, concave Southerly, whose long chord bears N 78°34'26" W with a long chord length of 60.17 feet; thence Westerly along the arc of said curve, thru a central angle of 11°06'10", an arc length of 60.27 feet to a point being the beginning of a 20.00 foot radius curve, concave Southeasterly, whose long chord bears S 49°53'25" W, with a long chord length of 28.77 feet; thence Southwesterly along the arc of said curve, thru a central angle of 91°58'10", an arc length of 32.10 feet to a point being the beginning of a 291.47 foot radius curve, concave Southerly, whose long chord bears S 86°45'26" W, with a long chord length of 52.60 feet; thence Westerly along the arc of said curve, thru a central angle of 10°21'12", an arc length of 52.67 feet; thence N 32°12'24" W, a distance of 56.65 feet; thence N 80°52'50" W, a distance of 43.57 feet, more or less, to the Point of Beginning, CONTAINING 79,176 Square Feet or 1.818 Acres, more or less.