

PRIVATE DETENTION BASIN MAINTENANCE AGREEMENT AND EASEMENT

This PRIVATE DETENTION BASIN MAINTENANCE AGREEMENT (Agreement) is made by and between THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO (Board or County) and Custom Castles, Inc., a Colorado Corporation ("Developer") and Walden Property Owners Association, Inc. ("Homeowners Association" or "Association"), a Colorado nonprofit corporation. The above may occasionally be referred to herein singularly as "Party" and collectively as "Parties."

Recitals

1. WHEREAS, Developer is the owner of certain real estate (the Property or Subdivision) in El Paso County, Colorado, which Property is legally described as:

More particularly described as follows: Walden Preserve Filing #1, El Paso County, Colorado
And as described on the plat thereof.

2. WHEREAS, Developer desires to plat and develop on the Property a subdivision to be known as Walden Preserve Filing #1, El Paso County, Colorado and

3. WHEREAS, the development of this Subdivision will substantially increase the volume of water runoff from the Property, and, therefore, it is in the interest of public health, safety and welfare for the County to condition approval of this subdivision on Developer's promise to construct adequate drainage and water runoff control facilities in the subdivision; and

4. WHEREAS, Chapter V, Section 49.2 of the El Paso County Land Development Code, as periodically amended, promulgated pursuant to Section 30-28-133(1), Colorado Revised Statutes, 2004, as amended, requires the County to condition approval of all subdivisions on a developer's promise to so construct adequate drainage and water runoff control facilities in subdivisions; and

5. WHEREAS, Section 2.9 of the El Paso County Drainage Criteria Manual provides for a developer's promise to maintain a subdivision's drainage facility in the event the County does not assume such responsibility; and

6. WHEREAS, developers in El Paso County have historically chosen water runoff detention basins as a means to provide adequate drainage and water runoff control in subdivisions, which basins, while effective, are less expensive for developers to construct than other methods of providing drainage and water runoff control; and

7. WHEREAS, Developer and the Association desire to construct a detention basin as the means for providing adequate drainage and water runoff control in the Subdivision; and,

8. WHEREAS, the Association shall be charged in the Subdivision's Covenants with the duty of maintaining all common areas and common structures within the Subdivision, including the detention basin; and,

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9. WHEREAS, it is the County's experience that subdivision developers and homeowners' associations historically have not properly cleaned and otherwise not properly maintained and repaired these detention basins, and that these detention basins, when not so properly cleaned, maintained, and repaired, threaten the public health, safety and welfare; and

10. WHEREAS, the County, in order to so protect the public health, safety and welfare, has historically expended valuable and limited public resources to so properly clean, maintain, and repair these detention basins when developers and homeowners' associations have failed in their responsibilities, and therefore, the County desires the means to recover its costs incurred in the event the burden falls on the County to so clean, maintain and repair the detention basin in this Subdivision; and,

11. WHEREAS, the County conditions approval of this Subdivision on the Developer's and the Association's promise to so construct this detention basin, and conditions approval on the Association's promise to reimburse the County in the event the burden falls upon the County to so clean, maintain and/or repair the detention basin in this Subdivision; and,

12. WHEREAS, the County could condition subdivision approval on the Developer's and Association's promise to construct a different and more expensive drainage and water runoff control system than that proposed herein, which more expensive system would not create the possibility of the burden of cleaning, maintenance and repair expenses falling on the County; however, the County is willing to forego such right upon the performance of Developer's and the Association's promises contained herein; and

13. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this Subdivision upon the Developer's grant herein of a perpetual Easement over a portion of the Subdivision for the purpose of allowing the County to periodically access, inspect, and, when so necessary, to clean, maintain and/or repair the detention basin; and

14. WHEREAS, given that the Association could potentially avoid liability hereunder by dissolving and reforming as a different entity, and given the difficulties inherent in collecting an unsecured promise, the County, in order to secure performance of the promises contained herein, conditions approval of this Subdivision upon the Developer's creation, by and through this Agreement, of a covenant running with the land upon each and every lot in the Subdivision.

Agreement

NOW, THEREFORE, in consideration of the mutual Promises contained herein, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

However, any liability imposed under this Agreement against an individual lot owner shall not be joint and several with the Developer and the Association, but shall be pro rated on a per-lot basis as determined by the following formula and illustration: each individual lot owner(s) shall be liable for no more than the total monetary amount of liability multiplied by a fraction in which the numerator is the number of lots in the Subdivision owned by a particular lot owner, and the denominator is the total number of lots in the Subdivision. As to any lot(s) owned by more than one person or entity, the liability among co-owners shall be joint and several for the pro rata obligation of that lot. The application of this Paragraph is best illustrated by the following example. Assume the following parameters: total liability is \$10,000; total number of lots in the Subdivision is 100; Lot 1 is owned by persons A and B; person B also owns Lot 2. Liability is as follows: the Developer, \$10,000; the Association, \$10,000; Lot 1 is \$100.00, joint and several as to A and B, Lot 2 is \$100.00 owed solely by B. Thus person A's total liability is \$100.00 and person B's is \$200.00. Applying the principle that the County cannot collect more than it is owed, and assuming that the County cannot collect anything from the Developer and the Association, if the County collected the whole \$200.00 from B, then it could not collect the \$100.00 from A. Likewise, if the County collected the \$100.00 from A, then it could only collect \$100.00 from B.

3. Construction: Developer and the Homeowners' Association agree that they shall construct on Tract B1 as indicated on the final plat of the subdivision and as described below a private water runoff detention basin consisting of two (2) detention ponds, ("detention basin(s)"). The Developer and the Homeowners' Association shall not commence construction of the detention basin until the El Paso County Development Services Department has approved in writing the plans and specifications for the detention basin. Failure to obtain such approval shall be a material breach of this Agreement, and shall entitle the County to pursue any remedies available to it at law or in equity to enforce the same. Construction of the detention basin shall be substantially completed within one (1) year (defined as 365 days), which one year period will commence to run on the date the approved plat of this Subdivision is recorded in the records of the El Paso County Clerk and Recorder. Rough grading of the detention basin must be completed and inspected by the El Paso County Development Services Department prior to commencing road construction.

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

The detention basins shall be located on the following parcel(s) within the Subdivision:
Tract: B1.

4. Maintenance: The Developer and the Association agree for themselves, their respective successors and assigns, including individual lot owners within the Subdivision, that they will regularly and routinely inspect, clean and maintain the detention basin, and otherwise keep the same in good repair, all at their own cost and expense. No trees or shrubs that will impair the structural integrity of the detention basin shall be planted or allowed to grow on the detention basin.

5. Creation of Easement: Developer and the Association hereby grant the County a non-exclusive perpetual easement upon the entire Tract(s) described above. The purpose of the easement is to allow the County to access, inspect, clean, repair and maintain the detention basin; however, the creation of the easement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin.

6. County's Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the detention basin is not properly cleaned, maintained and/or otherwise kept in good repair, the County shall give reasonable notice to the Developer, the Association and their respective successors and assigns, including the individual lot owners within the Subdivision, that the detention basin needs to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problem(s). Should the responsible parties fail to correct the specified problem(s), the County may enter upon the Property to so correct the specified problem(s). Notice shall be effective to the above by the County's deposit of the same into the regular United States mail, postage pre-paid. However, this Agreement does not expressly impose on the County a duty to so inspect, clean, repair or maintain the detention basin.

7. Reimbursement of County's Costs/ Covenant Running With the Land: The Developer and the Association agree and covenant, for themselves, their respective successors and assigns, including individual lot owners within the Subdivision, that they will reimburse the County for its costs and expenses incurred in the process of cleaning, maintaining, and/or repairing the detention basin. However, the obligation and liability of the Developer hereunder shall only continue until such time as the Developer transfers the entire management and operation of the Association to the individual lot owners within the Subdivision. Notwithstanding the previous sentence, the Association and the individual lot owners within the Subdivision shall always remain obligated and liable hereunder, and as per the provisions of Paragraph Two (2) above.

The terms actual costs and expenses shall be liberally constructed in favor of the County, and shall include, but shall not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the Provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney's fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same. The scope of liability therefor of the Developer, the Association, and the individual lot owners shall be as set forth in Paragraph Two (2) above.

8. Contingencies of Subdivision Approval: Developer's and the Association's execution of this Agreement is a condition of subdivision approval. Additional conditions of this Agreement include, but are not limited to, the following:

- a. Conveyance of easements on Tract B1 from the Developer to the Association and to the County for purposes of accessing, inspecting, cleaning, maintaining, and repairing the detention basin, and recording of appropriate conveyance documents for the same; and
- b. The County's receipt of a copy of the Articles of Incorporation for the Association, as filed with the Colorado Secretary of States; receipt of the Certificate of Incorporation or other comparable proof for the same from the Colorado Secretary of State; a copy of the Bylaws of the Association; a copy of the organizational minutes or other appropriate document of the Association, properly executed and attested, establishing that the Association has adopted this Agreement as an obligation of the Association; and
- c. A copy of the Covenants of the Subdivision establishing that the Association is obligated to inspect, clean, maintain, and repair the detention basin; that the Association has adopted this Agreement as an obligation of the Association; and that a funding mechanism is in place whereby individual lot owners within the Subdivision pay a regular fee to the Association for, among other matters, the inspection, cleaning, maintenance, and repair of the detention basin.
- d. A copy of the Covenants of the Subdivision establishing that this Agreement is incorporated into the Covenants, and that such Agreement touches and concerns each and every lot within the Subdivision.

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

9. Distribution to Lot Purchasers: Upon the initial sale of any lot within the Subdivision, prior to closing on such sale, the Developer shall give a copy of this Agreement to the potential Buyer.

10. Agreement Monitored by El Paso County Development Services Department: Any and all actions and decisions to be made hereunder by the County shall be made by the Director of the El Paso County Development Services Department. Accordingly, any and all documents, submissions, plan approval, inspections, etc. shall be submitted to and shall be made by the Director of the Development Services Department.

11. Indemnification and Hold Harmless: To the extent authorized by law, Developer and the Association agree, for themselves, their respective successors and assigns, including the individual lot owners in the Subdivision, that they will indemnify, defend, and hold the County harmless from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to their respective intentional or negligent acts, errors or omissions or that of its agents, officers, servants, employees, invitees and licensees in the construction, operation, inspection, cleaning (including analyzing and disposing of any solid or hazardous wastes as defined by State and/or Federal environmental laws and regulations), maintenance,

and repair of the detention basin, and such obligation arising under this Paragraph shall be joint and several. Nothing in this Paragraph shall be deemed to waive or otherwise limit the defense available to the County pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.* C.R.S. 2004, as amended, or as otherwise provided by law. However, the obligation and liability of the Developer hereunder shall only continue until such time as the Developer transfers the entire management and operation of the Association to the individual lot owners within the Subdivision.

12. Severability: In the event any Court of competent jurisdiction declares any part of this Agreement to be unenforceable, such declaration shall not affect the enforceability of the remaining parts of this Agreement.

13. Third Parties: This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceeding against either the County, the Developer or the Association, their respective successors and assigns, including any individual lot owners in the Subdivision, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

14. Solid or Hazardous Wastes: Should any refuse from the detention basin be suspected or identified as solid waste and/or hazardous waste, the Developer and the Association shall take all necessary and proper steps to characterize the waste and properly dispose of it in accordance with applicable State and/or Federal environmental laws and regulations, including, but not limited to, the following: Solid Wastes Disposal Sites and Facilities Acts, §§ 30-20-100.5 – 30-20-119, C.R.S. (2004) as amended, Colorado Regulations Pertaining to Solid Waste Disposal Sites and Facilities, 6 C.C.R. 1007-2, *et seq.*, as amended, Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992k (2004) as amended, and Federal Solid Waste Regulations 40 CFR Ch. I (2004) as amended. The County shall not be responsible or liable for identifying, characterizing, cleaning up, or disposing of such solid and/or hazardous waste. Notwithstanding the previous sentence, should any refuse cleaned up and disposed of by the County be determined to be solid and/or hazardous waste, the Developer and the Association, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid and/or hazardous waste.

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

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this 24th day of August, 2005, by:

Custom Castles, Inc.:

By: 
GENE WILLIAM DUNSTON JR., President

The foregoing instrument was acknowledged before me this 2nd day of August, 2005, by Gene William Dunston, Jr. as President of Custom Castles, Inc.

Witness my hand and official seal.

My commission expires: 6/27/2007

DUNCAN S. BREMER
Notary Public
State of Colorado

[Signature]
Notary Public

Executed this _____ day of _____, _____, by:

WALDEN PROPERTY OWNERS ASSOCIATION, a Colorado nonprofit corporation.

By: [Signature]
Gene William Dunston, Jr., President

The foregoing instrument was acknowledged before me this 2nd day of August, 2005, by GENE WILLIAM DUNSTON JR as President of Walden Property Owners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 6/27/2007

DUNCAN S. BREMER
Notary Public
State of Colorado

[Signature]
Notary Public

Executed this _____ day of _____, _____, by:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Jim Bensberg, Chairman

Attest:

Deputy Clerk

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Jim Bensberg, Chairman of the Board of County Commissioners of El Paso County, Colorado, as Attested to by _____, Deputy Clerk to the Board of County Commissioners of El Paso County, Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Approved as to Content and Form:

Assistant County Attorney

Detention Basin Maintenance Easement Grant to Walden Property Owners Association

RECITALS

- A. Custom Castles, Inc., a Colorado corporation is the owner of certain parcels of land described as Tract B1, Walden Preserve Filing No.1, El Paso County, Colorado, (the "Tract") and certain land adjoining Walden Preserve Filing No 1, more particularly described on Exhibit A (the "Temporary Construction And Drainage Easement" or "Temporary Easement").
- B. Custom Castles, Inc. is conveying the Tract to Walden Corporation.
- C. Custom Castles, Inc. is also the owner of adjacent land and is platting a subdivision known as Walden Preserve, No. 1, El Paso County, Colorado, which includes the Tract.
- D. As a condition of such subdivision approval, El Paso County requires that Custom Castles, Inc. enter into a Private Detention Basin Maintenance Agreement And Easement, (the "Agreement") which is recorded in the real estate records of El Paso County. The parties to the Agreement are Custom Castles, Inc. as Developer, the Board of County Commissioners of El Paso County, Colorado (the "County") and Walden Property Owners Association, a Colorado non-profit corporation (the "Association").
- E. As a further condition of such subdivision approval, the County requires that the Developer reserve or convey an easement in favor of the Association to maintain certain drainage structures on the Tract.
- F. Custom Castles, Inc., as owner of the Tract and the Temporary Easement, desires to comply with such requirement in order to assure the Association and the County that they will be able to properly maintain the drainage structures in accordance the Agreement should Custom Castles, Inc. and/or the Association fail to so maintain in accordance with the Agreement.

GRANT OF EASEMENT

By executing and recording this Drainage Basin Maintenance Easement, Custom Castles, Inc. grants to the Association the easement ("Easement") to enter onto the Tract and the Temporary Easement, subject to the rights, restrictions and limitations as set forth herein.

- 1) Concurrent with the recording of the plat including the Tract, and prior to conveying any Lots or Tract (as defined in the Declaration of Covenants for such subdivision), Custom Castles, Inc. will execute and record this Drainage Basin Maintenance Easement Grant, and such recording shall be effective to grant the easement as set forth herein.
- 2) The benefit of the Easement shall be solely for the Association and not to the individual Lots in the subdivision. It shall automatically transfer and be assigned to the Association's successor as the homeowners association for Walden Preserve, Filing No. 1, but shall not otherwise be alienated. However, the benefit of the Easement may be used by the Association's agents

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specifically for purposes of carrying out the Association's duties under the Agreement.

- 3) The Easement shall be used solely for purposes of carrying out the Association's duties under the Agreement, which are to clean, maintain and repair detention facilities.
- 4) In the event the Association exercises its rights under the Agreement and this Easement, the Association shall indemnify the owner of the Tract and the Temporary Easement against all damage to the Tract, the fixtures and features and personal property located thereon, and shall restore the Tract and its fixtures and functions to proper condition. The Association shall be responsible to completely carry out the activity (cleaning, maintaining, or repair) which it undertakes, and to do so without negligence for the particular drainage facilities on which it takes action by use of this Easement, and shall warrant such activity as complete and without defect of design, materials or labor, until one year from completion.
- 5) If any utilities are required to be relocated or otherwise temporarily or permanently disturbed in carrying out such activity, the person carrying out such activity shall provide for the relocation, and repair of such utilities and pay the full cost thereof and indemnify the owner of such utility facilities against any harm associated with such activity, including disruption of service.
- 6) All activities carried out by use of this Easement shall be accomplished entirely within the Easement, with no disturbance of ground outside the easement. All maintenance activity must be accomplished within the hours of 7:00 am to 5:00 pm local time Monday through Friday, unless the owner of the Tract give permission for extended time. At least 10 days prior to commencing maintenance, the person using the Easement shall notify the owner of the Tract of the intention to start maintenance and shall provide the owner of the Tract with the contact information for all contractors and suppliers expected to supply materials and workmanship for such maintenance. The owner of the Tract shall have the opportunity to notify all contractors and suppliers of such maintenance that the owner of the Tract is not responsible for payment and to provide public notice of such non-liability, in order to prevent liens against the Tract on account of such maintenance. However, failure to provide such notice shall not imply that the owner of the Tract has any liability for such maintenance. Unless such liability is clear from separate acts of the owner of the Tract, the owner of the Tract shall have no such liability and the Tract shall not be subject to mechanics liens associated with such use of the Easement. Any such liens shall attach only to the Easement itself.
- 7) The use of the Easement shall be non-exclusive. The owner of the Tract shall have the right to use the Easement for any and all purposes not inconsistent with this Drainage Basin Easement Grant. For instance, the owner of the Tract and Temporary Easement shall have the right to fence the areas affected and prevent others from using them and may continue to use them in any way that

does not interfere unreasonably with the Easement for the purposes as set forth herein.

- 8) In order to use the Easement, the Association shall maintain liability insurance in the amount of at least \$1,000,000 covering liability associated with the use of the Easement and shall provide evidence of such insurance upon demand by the owner of the Tract and the Temporary Easement.
- 9) The Association shall indemnify the owner of the Tract and the Temporary Easement in regard to any mechanics liens associated with the activity of such user of the Easement by all persons who may use such Easement on their behalf and on account of such use, including invitees, guests, trespassers, occupants and owners. The owner of the Tract and Temporary Easement shall have (and hereby reserves) a lien on the Easement to secure this indemnification.
- 10) The right to use the Easement shall terminate and the Easement shall be extinguished upon any of the following events:
 - a. Dissolution of the Association;

Neither the provisions of this Drainage Basin Maintenance Easement Grant nor any notation reflecting this Drainage Basin Maintenance Easement Grant shall be deemed to constitute a dedication for public use nor to create any rights in the general public.

In witness whereof, Custom Castles, Inc. has executed this Drainage Basin Maintenance Easement Grant, this 2nd day of August 2005.

Custom Castles, Inc.,
A Colorado corporation,

By 
Gene William Dunston, Jr., President.

STATE OF COLORADO

County of El Paso

} ss.

The foregoing instrument was acknowledged before me this 2nd day of August, 2005,

By Gene William Dunston, Jr. as President of Custom Castles, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 6/22/2007

D. S. Bremer
Notary Public

Address

16050 WOODCRAWLER RD.
MONUMENT, CO 80132

(Seal) **DUNCAN S. BREMER**
Notary Public
State of Colorado

EXHIBIT A

WALDEN PRESERVE TEMPORARY CONSTRUCTION AND DRAINAGE EASEMENT LAND DESCRIPTION:

An temporary easement for drainage and construction of drainage facilities only, being more particularly described as follows:

Beginning at the Center One-quarter (C1/4) Corner of Section 23, T11S, R66W of the 6TH P.M., County of El Paso, State of Colorado; Thence N89°53'52"W along the East/West centerline of said Section 23, a distance of 240.65 feet; Thence N00°24'11"E, a distance of 274.89 feet; Thence N10°52'42"W, a distance of 324.59 feet; Thence N25°42'05"W, a distance of 267.74 feet; Thence N64°07'45"W, a distance of 426.86 feet; Thence N24°23'42"E, a distance of 48.07 feet; Thence N76°38'38"W, a distance of 138.49 feet; Thence N62°53'25"W, a distance of 319.34 feet; Thence N05°06'20"W, a distance of 234.18 feet; Thence N40°33'26"W, a distance of 467.44 feet; Thence N49°00'43"W, a distance of 130.68 feet; Thence N18°21'46"W, a distance of 140.92 feet; Thence N32°59'28"W, a distance of 455.70 feet; Thence N25°46'21"W, a distance of 86.26 feet; Thence S60°07'09"W, a distance of 326.76 feet; Thence N74°35'56"W, a distance of 51.80 feet; Thence N15°24'04"E, a distance of 309.02 feet; Thence N38°10'20"E, a distance of 141.71 feet; Thence N27°52'43"W, a distance of 258.11 feet; Thence N41°22'17"W, a distance of 118.77 feet; Thence N76°56'55"W, a distance of 117.05 feet; Thence S53°09'08"W, a distance of 246.22 feet; Thence N53°50'06"W, a distance of 168.35 feet; Thence N13°43'03"W, a distance of 105.91 feet; Thence N36°12'12"E, a distance of 399.14 feet; Thence N54°01'12"W, a distance of 188.61 feet; Thence N42°39'53"E, a distance of 114.60 feet to a point on the Southerly line of Walden 3, Filing No.3 as recorded in Plat Book R-2 at Page 49 in the records of the Clerk and Recorders Office of said County; Thence S47°20'07"E along said Southerly line, a distance of 198.77 feet; Thence continuing along said Southerly line N80°19'23"E, a distance of 173.04 feet; Thence S20°43'20"E, a distance of 442.38 feet; Thence S30°46'53"E, a distance of 867.03 feet; Thence S52°04'58"E, a distance of 168.72 feet; Thence S20°56'51"E, a distance of 209.95 feet; Thence S70°36'25"E, a distance of 173.85 feet; Thence N70°53'59"E, a distance of 122.07 feet; Thence S24°41'02"E, a distance of 278.06 feet; Thence S12°55'55"E, a distance of 137.67 feet; Thence S00°39'14"E, a distance of 501.12 feet; Thence S37°12'01"E, a distance of 51.45 feet; Thence S75°12'20"E, a distance of 412.03 feet; Thence along the arc of a non-tangential curve to the right, having a central angle of 01°55'27", a radius of 1006.00 feet, an arc length of 33.78 feet, whose chord bears N13°49'57"E; Thence S77°07'17"E, a distance of 143.08 feet; Thence S36°03'20"E, a distance of 324.17 feet; Thence S30°31'03"E, a distance of 338.55 feet; Thence S89°26'35"E, a distance of 176.01 feet to a point on the North/South centerline of said Section 23; Thence S00°41'01"W along said North/South centerline, a distance of 622.68 feet to the Point of Beginning.

Said tract contains 27.187 acres more or less.