

DEVELOPMENT AGREEMENT
The Range

THIS AGREEMENT, made and entered into this ____ day of _____ 2020,
By and between the City of Pequot Lakes, a municipal corporation organized under the
laws of the State of Minnesota (the “City”); and Premier Homes, Inc. (the “Developer”).

RECITALS:

WHEREAS, the City approved the conditional use permit, preliminary and final plat for
the Developer entitled “The Range”, subject to execution of this Agreement; and

WHEREAS, the property that is the subject of this Agreement is legally described as
follows (the “Property”):

Legal Description and Final Plat attached hereto as Exhibit A

WHEREAS, the Developer has received approval from the City Council for a plat of land
within the corporate limits of the City known as The Range, hereinafter called
“Subdivision/Plat/Development” (legal description attached as Exhibit A); and

WHEREAS, the City Code and Minnesota Statute 462.358 authorize the City to enter
into a performance contract secured by cash escrow, letter of credit, or other security to
guarantee completion and payment of such improvements following final approval and
recording of final plat including payment of the City’s legal and engineering fees and
expenses; and

NOW, THEREFORE, in consideration of the premises and the mutual promises and
conditions hereinafter contained, it is agreed as follows:

I. Approvals.

A. Subject to the terms and conditions of this Agreement, the City hereby
approves the recording the Conditional Use Permit and Plat known as The Range.

B. The Developer agrees that the Plat shall be developed in accordance with the
following documents and exhibits attached hereto, including plans and
specifications for improvements, which are hereby incorporated by reference as if
fully set forth herein:

1. Preliminary Plat
2. Final Plat
3. Grading, Development, Erosion Control, Drainage, Utility and Road
Plans
4. Landscaping Plan
5. Sanitary Sewer Plan

6. Water Supply Plans
7. Association Bylaws and Declaration of Covenants and Easements

Final Plans and Specifications for the Improvements included in this Agreement, as prepared by Stonemark Surveying, and others, shall be attached as Exhibit B to this Agreement.

- C. All road, utility, erosion control, and drainage plans and specifications shall be prepared and certified by an engineer registered in the State of Minnesota.

Prior to the date of the City authorization to proceed with commencement of construction of the described improvements, Developer must apply all documents referenced in this Agreement and pay to City any and all outstanding expenses incurred by City for plat and other development purposes, including but not limited to engineering, legal, and other professional staff fees.

Covenants and/or the Declaration for the Property must be approved and executed in accordance with City Ordinances and filed in the office of the County Recorder or Registrar of Titles at Developer's expense contemporaneous with the Final Plat. Failure to record the Covenants and Final Plat in accordance with City Ordinance shall render this Agreement null and void in its entirety.

- D. Easement Right-of-Way Dedication.

There are no easement or right-of-ways to dedicate to the City or public.

- E. Permits and Approvals.

The Developer shall be responsible for securing all site grading, sanitary sewer, water main, storm drainage, roadway plans, development approvals and permits from all appropriate Federal, State, Regional and Local jurisdictions prior to the commencement of the site grading or construction. All construction installation, materials and equipment shall be in accordance with the plans and specifications approved by the City. In addition, the Developer represents and warrants that all necessary permits from the "Minnesota Pollution Control Agency" have been obtained.

II. Representations of Developer. As an inducement to the City's approval of the engineering specifications and authorization to proceed with construction and entering into this Agreement, the Developer represents and warrants to the City:

- A. That the Developer is the fee owner of the Property and has authority to enter into this agreement.
- B. The Developer has obtained all necessary permits for the Developer Improvements.

- C. Said representations and warranties shall be continuing throughout the term of this agreement.

III. Municipal Improvements. The City shall install the following improvements, which shall serve the Development (the "Municipal Improvements"):

- A. There will be no improvements installed by the City within the Plat entitled The Range.

IV. Developer Improvements. The Developer agrees that is shall construct, and install, certain improvements ("Developer Improvements") within the Plat/Development, which include private sanitary sewer system, private water supply system, private streets, storm water retention areas, drainage, grading/landscaping improvements. All Developer Improvements are to be installed, at Developer's sole cost and expense, in accordance with the following Exhibits:

See Paragraph I. B.

All Developer Improvements shall be performed in accordance with the plans, specifications, and engineering reports approved or to be approved by the City Engineer, City Planning and Zoning Administrator, and the City prior to commencement of construction and in accordance with all City rules, regulations, ordinances, and the requirements of this Agreement, which shall include, but not limited to the following:

- A. Street, grading, graveling, surfacing, and stabilizing which shall include driveway approaches.
- B. Private sanitary sewer system, including all appurtenances.
- C. Private water supply system.
- D. Setting of lot and block monuments.
- E. Survey and staking.
- F. Site grading, fencing and landscaping and erosion control measures consistent with requirement outlined in the Final Plans and Specifications.
- G. Internal signage, including E911 signage, within the Development shall be provided and installed by the Developer.
- H. The Developer shall install street name signs, stop signs, and other traffic control signs at all locations deemed necessary by the City, at Developer's cost and expense.

I. Location of mailboxes.

J. Storm sewer, including all necessary catch basins, and appurtenances, including construction of the storm water basin.

The improvement standards established by the City and to be followed by the Developer are as follows: standards identified within the final plans and specifications attached hereto.

V. Public Services. None.

VI. Easements. The following easements shall be acquired/reserved as part of this Agreement.

A. Utility and drainage easements, and/or right-of-way, as identified on the preliminary and final plat.

VII. Utilities. The Developer agrees that all utilities, in addition to water and sewer, installed in the Subdivision shall be underground specifically including all the electrical, telephone, cable television and gas service, if any.

VIII. Occupancy. No occupancy of any Unit in the Development shall occur until sanitary sewer and water is available for use by the occupants of unit.

IX. Permits. Upon execution of this Agreement, Developer and other necessary parties shall apply for all permits, approvals, licenses, or other documents from any and all necessary governmental agencies (which may include the City, County, MNDOT, PCA, MPCA, Department of Health and DNR) so as to enable Developer to construct the Developer Improvements as herein contemplated. Developer shall use its best efforts to obtain the same as soon as reasonably possible. No grading or zoning permit shall be issued by City unless the plans or application are in conformity with the City comprehensive plan and land use ordinances, this Agreement, and all local, state, and federal regulations. The City shall, within fifteen (15) days of receipt of plans or zoning permit applications, review such submittals to determine whether the foregoing requirements have been met. If the City determines said plans or applications are deficient, it shall notify the Developer in writing stating the deficiencies and the steps necessary for correction. Issuance of a grading or zoning permit by City shall be a conclusive determination that the plans or applications have been approved as to the requested activity by Developer and satisfies the provisions of this section.

The City may issue zoning permits prior to City approval of the Developer Improvements provided that the party applying for the zoning permit agrees to withhold requests for occupancy until necessary Municipal and Developer Improvements have been installed, for the phase in which the Applicant's Unit is located, which include operational and tested sewer and water systems, installation of erosion control measures, and roadway development sufficiently completed to support access by emergency vehicles,

snowplows, and garbage trucks, as determined by the City Engineer in his sole, but reasonable discretion.

If the Developer is in default of this Agreement as hereinafter defined, in addition to any other remedy provided by this Agreement, the City may refuse to issue a building/zoning permit for any lot in the subdivision until Developer cures the default as provided herein.

X. Park Dedication.

A. The parties mutually recognize and agree that park dedication requirements as provided in City Ordinance shall be satisfied as follows: \$14, 040.00.

XI. Insurance.

A. The Developer, or the Developer's contractor, will provide and maintain or cause to be maintained at all times during the process of constructing the Developer Improvements until one (1) year after approval of all Developer Improvements and, from time to time, at the request of the City, furnish proof of payment of premiums on:

1. Combined single limit commercial general liability insurance ("CGL") policy of \$1,000,000 per occurrence, \$2,000,000 aggregate.
2. Worker's compensation insurance, with statutory coverage.
3. This provision shall survive the terms of this Agreement. Further, the City shall be named as an additional insured under the CGL insurance policy of the Developer, or Developer's Contractor, with coverage provided to the City for claims arising out of the Developer's ongoing obligations under this Agreement. Further, the 2004 edition of ISO Additional Insured Endorsement CG 20 10 is not acceptable. If ISO Additional Insured Endorsement CG 20 10 is used, then it must be a pre-2004 edition.

XII. Security for Cost of Developer Improvements. Developer shall, upon execution of this Agreement, provide City with cash, letter of credit, or a performance bond, with the form of any non-cash surety to be satisfactory to the City, in the sum of \$281,250.00 which is 125% of the cost estimate of the Developer Improvements which cost estimate is in the amount of \$225,000.00 The security shall be a guaranty to the City that the Developer Improvements will be timely completed to the City's satisfaction and in accordance with final plans and specifications as well as the terms of this Agreement. The Developer shall maintain the cash, letter of credit or performance bond continuously until the Developer Improvements are completed pursuant to this Agreement and all applicable warranty and guarantee periods have expired. The cash, letter of credit, or performance bond for Developer Improvements shall be released upon certification of the City Engineer that such items are satisfactorily completed pursuant to this Agreement and the applicable warranties and guarantees outlines in this Agreement have expired. To the

extent that any cash or letter of credit referred to herein is ever utilized and found to be deficient in amount to pay or reimburse the City in total, the Developer agrees that upon being billed by the City, the Developer will pay within ten (10) days of the mailing of said billing, the said deficient amount. If there should be an overage in the amount of utilized security, the City will, upon making said determination, refund to the Developer any monies, which the City has in its possession, which are in excess of the actual cost paid to the City. All securities deposited with the City for Developer Improvements shall be used by the City at City's discretion to defray City's costs and expenses. The City may in its discretion reduce the security to 10% of the estimated cost during the warranty period, subject to review by the City Engineer.

The security requirements of this section (the "Security") may be satisfied by furnishing annually renewable letters of credit in the form attached hereto as Exhibit D. Individual Security Instruments may be for shorter terms provided they are replaced at least 30 days prior to their expiration. The city may draw down the security, without notice, for any violation of the terms of this agreement or if the Security is allowed to lapse prior to the end of the terms of this agreement or if the Security is allowed to lapse prior to the end of the required term by presenting the bank/escrow agent with a written demand or an affidavit signed by the city administrator or the city Administrators designee attesting to the cities right to draw down and receive funds under the Security. If the required improvements are not completed at least 30 days prior to the expiration of the Security, the City may also draw the Security down. If the Security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City or its engineer that work has been completed and financial obligations have been satisfied, with City approval, the Security may be reduced from time to time by ninety (90) percent of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the developers engineer shall be retained as Security until a) all improvements have been completed, b) iron monuments for the corners have been installed, c) all financial obligations to the City have been satisfied, and d) the required "record" plans have been received by the city.

XIII. Pre-Construction Activities. The Developer and its engineer shall schedule a pre-construction meeting with the City to review a proposed schedule for construction of the Developer Improvements.

XIV: Commencement of Construction of Developer Improvements. Upon obtaining all necessary governmental approvals, licenses, and permits, subject to unavoidable delays, Developer may commence construction of the Developer Improvements.

XV. Faithful Performance of Construction of Developer Improvements and Guaranty. Developer shall install, construct, and maintain the Developer Improvements in accordance with the terms of this Agreement. Developer guarantees and warrants the workmanship of Developer Improvements for a period of one year following City's acceptance of the same for the utility or maintenance purposes ("Guarantee Period"). The security described herein shall remain in place until all applicable warranty and guarantee periods have expired.

The Developer shall repair or replace, as directed by the City and at the Developer's sole cost and expense, any work associated with and/or materials in the Developer Improvements that become defective, in the sole but reasonable opinion of the City or its Engineer, provided that the City or its Engineer give notice of such defect to Developer within three months following the end of the Guarantee Period. The Developer, or Developer's contractors, shall post maintenance bonds or other security acceptable to City to secure these warranties.

XVI. Inspection of Developer Improvements and Construction Observation. Developer authorizes the City and City Engineer to inspect construction of the Developer Improvements as required by the City and City Engineer and grants to them a license to enter the Development to perform all necessary work and/or inspections deemed appropriate during the construction of Improvements until final certification of acceptance or completion is approved by City for all Developer Improvements and expiration of any applicable warranty period.

XVII. Acceptance of Developer Improvements. Within the (10) days after notification by the Developer that all of the Developer Improvements have been completed, the City Engineer shall inspect the Developer Improvements and, at his sole discretion, determine if the Developer Improvements have been completed in accordance with the plans, specifications, and exhibits attached hereto.

If the City Engineer determines that the Developer Improvements have been completed in accordance with said requirements, the City shall immediately give the Developer written notice of the City's acceptance or an acknowledgement of completion of the Developer Improvements after approval by the City Council.

If the City Engineer determines that the Developer Improvements are not completed in accordance with said requirements, the City Engineer shall notify Developer in writing of the deficiency and provide a reasonable date upon which to cure the deficiency. Failure by the Developer to cure within the stated time period shall constitute an Event of Default.

XVIII. Completion of Developer Improvements. Developer agrees to complete the Developer Improvements in phases, with final completion to be determined by Developer.

For the purpose of this section, and in the opinion of the City Engineer, unavoidable delays mean delays which are caused by strikes, fire, war, road weight restrictions (beyond normal yearly restrictions), material shortages (that are industry or region wide), weather that renders construction progress impossible, causes beyond the Developer's control or other casualty to the Developer Public Improvements, or the act of any Federal, State, or Local government unit, except those acts of the City authorized or contemplated by this agreement.

In the event Developer believes an extension is warranted, Developer shall request such extension in writing to the City Engineer and specify the requested length of extension and the reason therefore. The City Engineer shall determine the length of the extension, if any, in his sole, but reasonable discretion.

XIX. Clean Up. The Developer shall properly clean any soil, earth, or debris on the City-owned property or public right-of-way resulting from construction work by the Developer, its agents, or assigns.

XX. Erosion and Drainage Control. The Developer shall provide and comply with erosion and drainage provisions in the landscape plan and City policy requirements and as otherwise required by City. Developer shall promptly comply with such erosion and drainage control plans and with such additional instructions it receives from City.

Developer acknowledges that its failure to implement the plans and exhibits as contained herein may cause flooding and/or damage to adjoining property owners. In such event, Developer agrees to hold City harmless and indemnifies City from claims of all third parties or Developer for damages arising out of such flooding and/or damages.

The parties recognize that time is of the essence in controlling erosion. In the event of an emergency situation requiring immediate action to prevent loss of damage to persons or property, to be determined at the sole discretion of City, the notice and cure provisions of section XXIX shall not apply and City is authorized to undertake any necessary corrective action to prevent or minimize any such flooding and/or damage. In such event, Developer agrees to hold City harmless and indemnify City from claims of all third parties for damages arising out of said corrective action by City, and agrees to reimburse City for all out-of-pocket expenses incurred by City arising out of the corrective action, including, but not limited to any costs necessary to re-landscape disrupted soils located within the Subdivision.

XXI. Responsibility for Costs, Indemnification, and Hold Harmless.

- A. The Developer shall pay all costs incurred by it or City in connection with the development of the subdivision, including but not limited to construction of Developer Improvements, legal, planning, engineering, and inspection expenses incurred in connection with approval and acceptance of the Subdivision plat, the preparation of this Agreement, and all reasonable costs and expenses incurred by the City in monitoring and inspecting development of the Subdivision.
- B. The Developer shall pay in full all bills submitted by the City for which Developer is liable hereunder, within thirty (30) days after receipt by Developer. If the bills are not paid on time, the City may halt all plat development work until the bills are paid in full.

- C. The Developer shall hold the City and its officers and employees harmless from claims made by it self and third parties for damages sustained or costs incurred resulting from Subdivision plat approval and development. The Developer shall indemnify the City and its officers and employees for all costs, damages or expenses that the City may pay or incur in consequence of such claims, including reasonable attorneys' fees. Provided that nothing herein shall require Developer to indemnify the City, its officers or employees from any violation of law or from the consequences of their own negligence.
- D. In the event of a default by the Developer, the Developer shall reimburse the City for its costs incurred in the enforcement of this Agreement, including engineering and reasonable attorneys' fees.
- E. The Developer agrees to pay for any Environmental Assessments and/or Environmental Impact Statements, if required.
- F. The Developer and Association created by the documents attached as Exhibit C, agree to hold the City harmless and indemnify City from claims associated with damage arising from City maintenance activity on City utilities contained within the Subdivision.

See Paragraph XI

XXII. Prohibitions Against Assignment of Agreement. Developer represents and agrees that (except for associating with other individuals or entities), prior to the completion of the Developer Improvements as certified by the City:

- A. Except only by way of security for, and only for the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to the construction of the Developer Improvements under this Agreement, and any other purpose authorized by this Agreement, The Developer (except as so authorized) will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or transfer in any other mode or form, with respect to this Agreement or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.
- B. In the absence of specific written agreement by the City to the contrary, no such transfer or approval by City shall be deemed to relieve Developer from any of its obligations. In the event that City approves a substitute developer and the Property is transferred to said substitute, the City agrees to relieve the Developer of liability from performance as described in this contract. Said substitute shall assume all responsibilities and rights of the Developer under this contract.

XXIII. Events of Default Defined. Each of the following shall be an “Events of Default” under this Agreement.

- A. Failure by the Developer to observe and substantially perform any covenant, condition, obligation, or agreement on its part to be observed or performed under the terms of this Agreement.
- B. If the Developer shall admit in writing its inability to pay its debts generally as they become due, or shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Property.
- C. If the Developer shall file a petition under the Federal bankruptcy laws.
- D. If the Developer shall fail to begin construction of the Developer Public Improvements in conformance with this Agreement, and such failures are not due to unavoidable delays as defined in this Agreement.
- E. The Developer shall, after commencement of the construction of any of the Developer Improvements, default in or violate its obligations with respect to the construction of the same (including the nature and the date for the completion thereof), or shall abandon or substantially suspend construction work, and such act or actions is not due to unavoidable delays as determined by the City Engineer in his sole but reasonable discretion and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within the time provided for in this Agreement.

XXIV. Notice/Remedies on Default. Whenever any Event of default occurs, the City shall give written notice of the Event of Default to Developer by United States mail at its last know address. If the Developer fails to cure the Event of Default within fifteen (15) days of the date of mailed notice, in addition to any other remedy provided in this Agreement, and without waiver of any such right, City may avail itself of any or all of the following remedies for so long as the Developer is in default:

- A. Halt all plat development work and construction of Developer Improvements until such time as the Event of Default is cured.
- B. Refuse to issue building permits or occupancy permits as to any lot until such time as the Event of Default is cured.
- C. Apply to a court of competent jurisdiction to enjoin continuation of the Event of Default.
- D. If the Event of Default is the failure of Developer to complete, construct, install, or correct the Developer Improvements in accordance with the plans and specifications and this Agreement, City may perform the construction or work and the Developer shall reimburse City for its expenses. This provision

shall be a license granted by the Developer to the City to act, but shall not require the City to take any such action. Developer consents to such action by City and waives any claim Developer may have against City for damages in the event City exercises its rights in accordance with this provision. This remedy is in addition to and not in lieu of the City's right to draw on all security references in this Agreement.

- E. Terminate this Agreement by written notice to Developer at which time all terms and conditions as contained herein shall be of no further force and effect and all obligations of the parties as imposed hereunder shall be null and void.
- F. Draw upon and utilize Developer funds and/or security in order to cover the costs of the City in order to correct the Event of Default.

XXV. Miscellaneous.

- A. This agreement shall be binding upon the parties, their heirs, successors, or assigns, as the case may be.
- B. If any portion, section, subsection, sentence, clause, paragraph, or phrase of the Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portions of this Agreement.
- C. The action or inaction of either party shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- D. This Agreement shall run with the Property and shall be binding upon the Developer, its successors and assigns. The Developer may, at its expense, record this Agreement in the office of the County Recorder. After the Developer has completed the work required under this Agreement, at the Developer's request the City will execute and deliver to Developer a release in recordable form.
- E. Each of the parties to this Agreement acknowledges that it has been represented by counsel and has entered into this Agreement freely and voluntarily.
- F. Planning Commission and City Council Conditions of Approval. All conditions of approval by the Planning Commission and City Council are incorporated herein by reference.
- G. The Developer agrees to reimburse the City for all engineering, administrative and legal expenses incurred by the City in connection with this Agreement.

Notary Public

STATE OF NORTH DAKOTA)
) ss
COUNTY OF MORTON)

The foregoing instrument was acknowledged before me this _____ day of
_____ 2020, by Premier Homes, Inc. Wade Vogel its President.

Notary Public

This Instrument Drafted By:

EXHIBIT A
LEGAL DESCRIPTION

TRACT A

That part of the Northwest Quarter, Section 25, Township 136 North, Range 29 West, Crow Wing County, Minnesota, described as follows: Commencing at the northwest corner of said Northwest Quarter; thence North 89 degrees 29 minutes 34 seconds East, assumed bearing, along the north line of said Northwest Quarter 243.90 feet to the point of beginning of the tract to be herein described; thence South 02 degrees 00 minutes 57 seconds East 503.64 feet; thence North 74 degrees 18 minutes 34 seconds East 1021.29 feet; thence South 78 degrees 49 minutes 31 seconds East 204.23 feet; thence South 32 degrees 03 minutes 38 seconds East 256.73 feet; thence North 39 degrees 10 minutes 15 seconds East 134.23 feet; thence North 25 degrees 27 minutes 43 seconds East 335.21 feet; thence North 27 degrees 46 minutes 38 seconds West 21.10 feet; thence North 56 degrees 37 minutes 20 seconds West 114.10 feet to said north line; thence South 89 degrees 29 minutes 34 seconds West along said north line 1447.85 feet to the point of beginning.

Together with and subject to a 33.00 foot wide easement for ingress and egress purposes over and across the Southeast Quarter, Section 23, over and across the Southwest Quarter, Section 24, and over and across the Northwest Quarter, Section 25, all in Township 136 North, Range 29 West, Crow Wing County, Minnesota, the centerline is described as follows: Commencing at the southeast corner of said Southeast Quarter; thence North 90 degrees 00 minutes 00 seconds West, assumed bearing, along the south line of said Southeast Quarter 44.66 feet; thence North 42 degrees 21 minutes 28 seconds West 72.50 feet: thence North 61 degrees 23 minutes 59 seconds West 123.65 feet; thence northwesterly 67.95 feet along a tangential curve concave to the southwest having a radius of 255.76 and a central angle of 15 degrees 13 minutes 24 seconds to the point of beginning of the centerline to be herein described: thence North 59 degrees 46 minutes 19 seconds East not tangent to last described curve 102.11 feet; thence northeasterly 90.14 feet along a tangential curve concave to the southeast having a radius of 150.00 feet and a central angle of 34 degrees 25 minutes 55 seconds; thence South 85 degrees 47 minutes 46 seconds East tangent to said last described curve 174.10 feet: thence South 78 degrees 18 minutes 34 seconds East 205.41 feet: thence South 71 degrees 54 minutes 15 seconds East 548.54 feet; thence easterly 102.52 feet along a tangential curve concave to the north having a radius of 300.00 feet and a central angle of 19 degrees 34 minutes 49 seconds; thence North 88 degrees 30 minutes 56 seconds East tangent to said last described curve 193.89 feet; thence North 83 degrees 48 minutes 18 seconds East 194.62 feet; thence North 89 degrees 29 minutes 34 seconds East 392.96 feet; thence South 56 degrees 37 minutes 20 seconds East 121.08 feet; thence South 27 degrees 46 minutes 38 seconds East 98.25 feet and said described centerline there terminating.

The sidelines of easterly end of easement shall be prolonged or shortened to terminate on lines bearing South 25 degrees 27 minutes 43 seconds West and South 64 degrees 32 minutes 17 seconds East from Point A. Said Point A is described as follows: Commencing at the northwest corner of said Northwest Quarter; thence North 89 degrees 29 minutes 34 seconds East, assumed bearing, along the north line of said Northwest Quarter 1812.18 feet; thence South 00 degrees 30 minutes 26 seconds East 161.56 feet to said Point A.

Also subject to easements, restrictions and reservations of record.

EXHIBIT B

FINAL PLANS AND SPECIFICATIONS

EXHIBIT C

DECLARATION AND ASSOCIATION DOCUMENTS