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T. Hethe Clark
Clark Wardle, LLP
P.O. Box 639
Boise, ID 83701

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DECLARATION OF IRRIGATION PUMP SHARING AND EASEMENT AGREEMENT

THIS DECLARATION OF IRRIGATION PUMP SHARING AND EASEMENT AGREEMENT (this "**Agreement**") is made this 23 day of April 2023, between William Humphries and Koriel Stark-Humphries, husband and wife ("**Humphries**"), Timothy and Stephanie Welebir, husband and wife ("**Welebir**"), and Idahome Estates Owners Association, Inc., an Idaho non-profit corporation (the "**Association**") (collectively, the "**Parties**").

RECITALS

A. Humphries is the owner of fee simple title to that certain real estate located in Ada County, Idaho, more particularly described on **Exhibit A**, attached hereto and made a part hereof (the "**Idahome Estates Subdivision Property**"). The Idahome Estates Subdivision Property is intended to be subdivided and will include three lots (referred to herein as "**Lot 1**," "**Lot 2**," and "**Lot 3**," or collectively, the "**Lots**"). The Lots are depicted on the preliminary plat of Idahome Estates Subdivision, attached hereto as **Exhibit B** (the "**Plat**").

B. Welebir is the owner of fee simple title to that certain real estate adjacent to the Idahome Estates Subdivision Property, more particularly described on **Exhibit C**, attached hereto and made a part hereof and commonly known by the address 8475 S. Stewart Rd., Meridian, ID (the "**8475 Property**").

C. There is an existing irrigation box, pump, and connected ancillary facilities (collectively, the "**Pump Facilities**") that serve the Idahome Estates Subdivision Property and the 8475 Property located on the southwest portion of Lot 1 (the "**Pump Area**"). In addition, there may be additional irrigation lines and facilities that will be used to provide canal/ditch water to the Lots and the 8475 Property within specified areas (the "**Line Areas**"). The Pump Area and Line Areas are depicted on the Plat and legally described on **Exhibit D**, attached hereto and made a part hereof (the "**Irrigation Areas**").

D. For the sole purpose of providing pressurized canal/ditch water to the Lots and 8475 Property for irrigation, Humphries and Welebir desire to share the use, operation, maintenance, and repair of the Pump Facilities and Irrigation Areas pursuant to the terms and conditions of this Agreement, and to bind the owners (whether future or current) of Lots 1, 2, and 3 ("**Lot Owners**") and of the 8475 Property to this Agreement. The Lot Owners and current and/or future owner(s) of the 8475 Property are together referred to herein as the "**Owners**" and individually as "**Owner**."

E. The Owners desire to (i) memorialize their agreement regarding their rights and obligations with respect to the Irrigation Areas and the costs associated with the maintenance, repair, use and operation of the Pump Facilities and (ii) to create easements associated with the Pump Facilities and the Irrigation Areas for purposes described herein, including for constructing, transporting, and maintaining canal/ditch water from and to the Lots and the 8475 Property for irrigation.

F. Humphries has or will create the Association to own and/or manage the Pump Facilities so that one entity, on behalf of the Lots and the 8475 Property, will be in charge of the management, maintenance, and repair the Pump Facilities and Irrigation Areas.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Declaration and Grant of Easement. Humphries hereby declares and grants for the benefit of the current and future owners of the Lots and 8475 Property and the Association a perpetual, non-exclusive access easement appurtenant to and for the benefit of the Lots and the 8475 Property, to the Irrigation Areas and Pump Facilities (collectively, the "**Irrigation Easement**"), solely for irrigation and maintenance purposes as further described herein.

2. Maintenance. The Association shall only be responsible for the ongoing maintenance, repair, and replacement, if necessary, of the Pump Facilities and irrigation lines and facilities in the Irrigation Areas meant to deliver canal or ditch water to an access point (e.g., riser) at each of the Lots and 8475 Property. The Owners are solely responsible for maintenance, repair, and replacement of any irrigation lines and facilities serving only each such Owner's Lot and located beyond the access point (riser) at each of the Lots. The expenses for which each individual Owner shall be responsible are set forth in Section 3, below.

3. Operational Expenses of Pump Facilities. Each Owner shall be responsible for its share of operational expenses related to the Pump Facilities and Irrigation Areas, including for electrical service, maintenance, and operation of the Pump Area, as more particularly set forth below (collectively, the "**Operational Expenses**"). The Lot Owners shall pay the Operational Expenses through assessments charged by the Association. The owner of the 8475 Property will be charged directly for the Operational Expenses by the Association. The Operational Expenses shall include the following:

a. **Canal District Fees.** Each Owner shall be responsible for the annual charge by the canal or irrigation company or district for ditch or canal water to the Owner's lot. If the canal or irrigation company or district invoices annual charges to the Owners directly, then the Owners shall be responsible for paying those costs directly. However, each Owner will work with the Association and the canal or irrigation company or district to have the annual charges or invoices sent to the Association for payment and the Owner shall reimburse the Association directly or through assessments, as applicable.

b. **Electrical Expenses.**

i. **Demand Fee/Charge.** The fee charged by Idaho Power to turn on the Pump Facilities (the "**Demand Fee**") shall be shared equally by each Owner for the period the Demand Fee is charged if such Owner used the water for any time during that period. By way of example only, if the Demand Fee for a certain month is Two Hundred Fifty and No/100 Dollars (\$250.00), each Owner would be responsible for an amount of Sixty-Two and 50/100 Dollars ((\$62.50) for such Demand Fee if all Owners used water during the period.

ii. **Other Electrical Fees.** In addition to the Demand Fee, each Owner shall be responsible for its share of the monthly or periodic electricity charges for the Pump Facilities calculated by multiplying the total electrical bill by each of the Owners' Monthly Use. The "Monthly Use" is calculated by taking the number of days in which a particular owner watered using the Pump Facilities during the electrical billing period and dividing that number of days by the total number of days that electricity was used for the Pump Facilities during the billing period. If multiple Owners use the Pump Facilities to water on the same day, then those Owners shall include the appropriate proportion of that water day in the Monthly Use calculation based on the total number of Owners that used the water on the particular

date. For example, if three Owners watered on the same day, each would count that as a third of a day for the purposes of the numerator in the Monthly Use calculation, regardless of how much water or time they used. Fixed fees or charges, or fees and charges not dependent on use (except the Demand Fee), from Idaho Power, such as during the non-irrigation season for example, shall be shared equally between the Owners.

c. **Maintenance, Repair, and Replacement.** The Operational Expenses shall include each Owner's proportional share based on total acreage owned of any cost and expense for the maintenance, repair, or replacement of the Pump Facilities and the associated lines and facilities meant for the shared system and costs to maintain the drainage ditch on Lot 3.

4. Payment of Operational Expenses. The Lot Owners shall pay their portion of the Operational Expenses for Lots 1, 2, and 3, as part of their assessments levied pursuant to the restrictive covenants to be recorded against the Idaho Estates Subdivision Property. The owner of the 8475 Property shall be billed directly by the Association for its share of the Operational Expenses.

5. Damage Caused by Owner. Notwithstanding anything to the contrary in this Agreement, each Owner shall be solely responsible for paying all costs of replacement, maintenance, and repairs occasioned or made necessary by damage caused by or resulting from the acts or omissions of such Owner or its agents, invitees, or permittees.

6. Lot Access to Canal/Ditch Water. Each of the Lots and the 8475 Property will have one access point or riser connected to the Pump Facilities and associated delivery lines and equipment within the Irrigation Areas that provides access to canal or ditch water Owned by the particular Owner for that lot. The riser or access point for the Lots will be within the Irrigation Areas unless otherwise noted herein. For the 8475 Property, the access point or riser will be on the 8475 Property within ten feet from the property line. If an Owner desires an additional access point or riser, such Owner shall obtain the consent of all Owners and pay the expense for the addition and for the cost to verify that it will not substantially harm the water supply to the other Owners. The Association and other Owners are not responsible for the costs and maintenance of other Owners' Individual Irrigation Systems, defined below. Welebir grants the Association and its agents the right to enter the 8475 Property, but no more than ten feet from the property line of the 8475 Property, without consent, as is reasonably necessary, and solely, to fulfil the obligations herein.

7. Good Faith Cooperation. Each Owner shall work in good faith with the other Owners and the Association to successfully share in the use of the Pump Facilities and related irrigation lines and areas and to coordinate the use and scheduling of the irrigation from the canal water.

8. Individual Irrigation Systems. Each Owner shall bear all the expense, including the maintenance and repair costs, associated with said Owner's Individual Irrigation Systems without right of contribution from other lot Owners or the Association. "Individual Irrigation Systems" are any irrigation systems excluding the Pump Facilities and irrigation equipment and pipes associated with delivery of canal or ditch water to a riser or connection point on each Lot and the 8475 Property. Individual Irrigation Systems shall not interfere with access to and use of the Pump Facilities and Irrigation Areas (and the shared system) by the Association and other Owners, as needed.

9. Disclaimers as to Water Quantity and Quality; Irrigation Schedule. Owners do not make any representation, warranty, or guaranty to the others regarding the quality of the water from the Pump, including but not limited to, the suitability of the water for irrigation purposes. The Parties acknowledge that their use of ditch water for irrigation is subject to the priority of the attached water right, and that during water shortages, their use will be curtailed. Accordingly, should the amount of water in the canal or ditch be reduced, the parties agree to negotiate, in good faith, a reasonable and appropriate watering/irrigation schedule. In addition, each Owner agrees that each is limited by the amount of water

allocated to their individual parcel by the canal district/company and they may not share or use the allocated water of another Owner without that Owner's consent.

10. Indemnification. Each Owner shall indemnify, defend and hold harmless the other Owners and their successors and assigns from and against all damages, claims, actions, demands, liabilities, costs and expenses, including without limitation, costs of investigation, lawsuits and other proceedings, whether in equity or in law, settlement costs, attorneys' fees and costs (including attorneys' fees and costs on appeal), and penalties or violations of any kind, which are alleged to directly or indirectly arise out of, result from or relate to: (a) any injury to a person, property or entity occurring in connection with the exercise of any of Owner's rights hereunder; (b) any negligent act or omission on the part of the Owner, their agents, representatives, contractors, employees, invitees, licensees or lessees in the performance of this Agreement; and (c) breach of the terms and conditions of this Agreement by Owner. The foregoing indemnification obligations owed to each Owner shall not include any claims or liability to the extent of the negligence of another Owner.

11. Term. This Agreement shall commence on the Effective Date. Unless otherwise canceled or terminated in writing by the mutual agreement of the Parties, including their successors and assigns, or pursuant to the terms of this Agreement, the easements granted in this Agreement shall continue in perpetuity. Upon the expiration or earlier termination of this Agreement, the Owners will prepare and record a deed quitclaiming any interest in the easements created under this Agreement. If an Owner desires to withdraw from or terminate participation in this Agreement, such Owner shall provide written notice to all Owners and the Association at least thirty (30) days before the withdrawal or termination date; shall pay all outstanding assessments and/or amounts due hereunder; and shall prepare, sign, and record a quitclaim deed quitclaiming any interest in the easements created under this Agreement back to the applicable Owners. Nothing contained herein shall terminate existing easements on such terminating Owner's property.

12. Failure to Pay Expenses. In the event an Owner fails or refuses to pay when due any expense incurred in connection with the maintenance, operation, insurance, and replacement of the Pump Facilities, its ancillary facilities and pipeline delivery systems, as provided for in this Agreement, which failure continues for a period of ten (10) days after receipt of written notice of a bill thereof, such failure shall constitute a default and legal action may thereafter be instituted against said Owner for reimbursement, plus interest. Interest shall accrue from the date said bill was due and payable to and including the date said bill is paid at the rate of twelve percent (12%) per annum (the "**Default Rate**"). In addition, if an Owner defaults as described above, or otherwise does not fulfil the obligations in the Agreement, the Association may limit or cut off water supply through the Pump Facilities and its ancillary facilities and pipeline delivery system, to the Owner's property until the default is fully cured.

13. Miscellaneous Provisions.

a. Recitals. The Recitals set forth at the beginning of this Agreement shall be deemed a part of this Agreement.

b. Good Faith. The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Agreement and to execute such further instruments and documents as are necessary or appropriate to effectuate all of the terms and conditions of this Agreement, specifically including, but not limited to a reasonable water/irrigation schedule to the benefit of the Owners.

c. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

d. Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the Pump Facilities and Irrigation Areas and supersedes all prior and contemporaneous understandings and agreements, whether oral or in writing, between the Parties

regarding the foregoing matters, except as set forth in the Declaration of Covenants, Conditions, and Restrictions for Idahome Estates Subdivision to be recorded against the Idahome Estates Subdivision Property. There are no representations, agreements, arrangements or understandings, oral or in writing, between or among the parties to this Agreement relating to the subject matter of this Agreement that are not fully expressed in this Agreement or any addendum or supplement hereto.

e. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens hereof, run with the land and are binding upon and inure to the benefit of the Parties, and their respective heirs, assigns, successors and personal representatives of the Owners.

f. Interpretation and Headings. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. Headings used in this Agreement are for convenience of reference only and shall not be used in construing this Agreement.

g. Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

h. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, to any extent shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and in no way shall be affected, impaired or invalidated thereby.

i. Waiver. The waiver by one party of the performance of any covenant, condition or promise under this Agreement shall not invalidate this Agreement, nor shall it be considered a waiver by it of any other covenant, condition or promise under this Agreement. The waiver by either or both parties of the time for performing any act under this Agreement shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

j. Amendment. This Agreement may be amended or supplemented at any time, but only by the written agreement of the Parties, their successors or assigns.

k. Not a Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the Pump Area to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention that this Agreement will be strictly limited to and for the purposes expressed herein. Each Owner shall be permitted, from time to time, to take whatever reasonable action it deems necessary to prevent any portion of the Pump Facilities and/or Irrigation Areas from being dedicated or taken for public use or benefit.

l. Survival. Each of the obligations of the Parties hereto to provide any documents, make any payments, or indemnify any other Party hereto shall survive the termination of this Agreement.

m. Further Acts. Each Party agrees to perform any further acts and to execute, acknowledge and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement. Said obligation shall include, but not be limited to the duty to negotiate, in good faith, a reasonable and appropriate watering/irrigation schedule.

n. Attorneys' Fees. In the event of any litigation involving the Parties to this Agreement to enforce any provision of this Agreement, to enforce any remedy available upon default under this Agreement, or seeking a declaration of the rights of an Owner under this

Agreement, the prevailing party shall be entitled to recover from the other such attorneys' fees and costs as may be reasonably incurred, including the costs of reasonable investigation, preparation and professional or expert consultation incurred by reason of such litigation or appeal.

o. Notice. All notices, demands, requests, and other communications required or desired to be given under this Declaration must be in writing, sent via U.S.P.S. First Class Mail or by hand-delivery to a person 21 years or older residing at the Owner's residence, and shall be deemed to have been given as of the date such writing is (i) delivered to the recipient Party, (ii) delivered to the then-current address of the recipient Party, or (iii) rejected by the recipient Party at the then-current address of such Party.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto, having been duly authorized and intending to be legally bound hereby, have caused this Pump Sharing and Easement Agreement to be duly executed the day and year first above written.

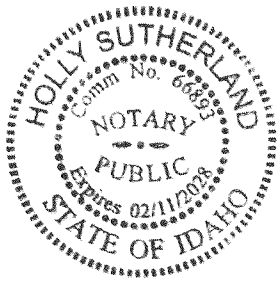
HUMPHRIES:

By: William Humphries
William Humphries

By: Koriel Stark-Humphries
Koriel Stark-Humphries

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on 4/23/2023 (date), by William Humphries and Koriel Stark-Humphries, husband and wife.



Holly Sutherland
Signature of Notary Public
My Commission expires: 2/11/2028

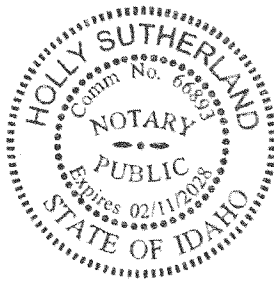
WELEBIR:

By: *Timothy Welebir*
Timothy Welebir

By: *Stephanie Welebir*
Stephanie Welebir

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on March 26, 2023 (date), by Timothy Welebir and Stephanie Welebir, husband and wife.



Holly Sutherland
Signature of Notary Public
My Commission expires: 2/11/2028

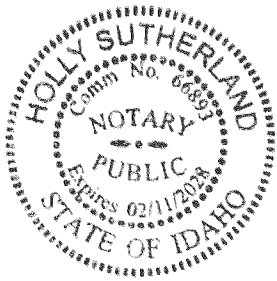
ASSOCIATION:

IDAHOME ESTATES OWNERS ASSOCIATION, INC.,
An Idaho nonprofit corporation

By: William Humphries
Name: William Humphries
Its: President

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on 4/23/2023 (date), by William Humphries As
President of Idahome Estates Owners' Association, Inc.



Holly Sutherland
Signature of Notary Public
My Commission expires: 2/11/2028

List of Exhibits:

- Exhibit A – Legal Description of Idahome Estates Subdivision Property
- Exhibit B – Preliminary Plat of Idahome Estates Subdivision
- Exhibit C – Legal Description and Depiction of 8475 Property
- Exhibit D – Legal Description of the Irrigation Areas

EXHIBIT A
LEGAL DESCRIPTION OF THE IDAHOME ESTATES SUBDIVISION PROPERTY

Description for
Parcel 1
November 30, 2022

A parcel of land located in the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 2 North, Range 1 East of the Boise Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the Center 1/4 corner of said Section 9, from which the 1/4 corner common to said Sections 4 and 9, T.2N., R.1E, B.M. bears North 0°25'41" East, 2675.85 feet; thence on the north-south centerline of said Section 9, North 00°25'41" East, 26.33 feet to a line parallel with and 32.00 feet northeasterly of the centerline of the Rawson Canal and the **POINT OF BEGINNING**;

thence on said parallel line the following two (2) courses and distances:

47.33 feet along the arc of a non-tangent curve to the left, said curve having a radius of 604.96 feet, a central angle of 04°28'59" and a long chord which bears North 54°11'31" West, 47.32 feet;

North 56°26'00" West, 390.03 feet;

thence leaving said parallel line, North 00°25'41" East, 476.13 feet:

thence South 89°59'08" East, 365.18 feet to the north-south centerline of said Section 9;

thence on said north-south centerline South 00°25'41" West, 719.38 feet to the **POINT OF BEGINNING**.

Containing 217,910 square feet or 5.00 acres, more or less.

End of Description.



Description for
Parcel 2
November 30, 2022

A parcel of land located in the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 2 North, Range 1 East of the Boise Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the Center 1/4 corner of said Section 9, from which the 1/4 corner common to said Sections 4 and 9, T.2N., R.1E, B.M. bears North 0°25'41" East, 2675.85 feet; thence on the north-south centerline of said Section 9, North 00°25'41" East, 745.71 feet to the **POINT OF BEGINNING**;

thence North 89°59'08" West, 365.18 feet;

thence South 00°25'41" West, 476.13 feet to a line parallel with and 32.00 feet northeasterly of the centerline of the Rawson Canal;

thence on said parallel line the following two (2) courses and distances:

North 56°26'00" West, 879.40 feet;

92.82 feet along the arc of curve to the right having a radius of 197.18 feet, a central angle of 26°58'17" and a long chord which bears North 42°56'52" West, 91.97 feet;

thence leaving said parallel line, South 85°58'28" East, 746.62 feet;

thence South 89°59'08" East, 419.56 feet to the north-south centerline of said Section 9;

thence on said north-south centerline, South 00°25'41" West, 25.00 feet to the **POINT OF BEGINNING**.

Containing 217,807 square feet or 5.00 acres, more or less.

End of Description.



Description for
Parcel 3
November 30, 2022

A parcel of land located in the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 2 North, Range 1 East of the Boise Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the Center 1/4 corner of said Section 9, from which the 1/4 corner common to said Sections 4 and 9, T.2N., R.1E, B.M. bears North $0^{\circ}25'41''$ East, 2675.85 feet; thence on the north-south centerline of said Section 9, North $00^{\circ}25'41''$ East, 770.71 feet; thence leaving said north-south centerline, North $89^{\circ}59'08''$ West, 419.56 feet to the **POINT OF BEGINNING**;

thence North $85^{\circ}58'28''$ West, 746.62 feet to a line parallel with and 32.00 feet northeasterly of the centerline of the Rawson Canal;

thence on said parallel line the following three (3) courses and distances:

182.49 feet along the arc of a non-tangent curve to the right having a radius of 197.18 feet, a central angle of $53^{\circ}01'43''$ and a long chord which bears North $02^{\circ}56'52''$ West, 176.05 feet;

North $23^{\circ}34'00''$ East, 16.70 feet;

332.43 feet along the arc of a non-tangent curve to the left having a radius of 748.20 feet, a central angle of $25^{\circ}27'24''$ and a long chord which bears North $10^{\circ}50'17''$ East, 329.70 feet to the north boundary line of the Southeast 1/4 of the Northwest 1/4 of said Section 9;

thence on said north boundary line, South $89^{\circ}59'08''$ East, 689.14 feet;

thence leaving said north boundary line, South $00^{\circ}24'09''$ West, 567.20 feet to the **POINT OF BEGINNING**.

Containing 394,133 square feet or 9.05 acres, more or less.

End of Description.



**EXHIBIT B
PRELIMINARY PLAT OF IDAHOME ESTATES SUBDIVISION**

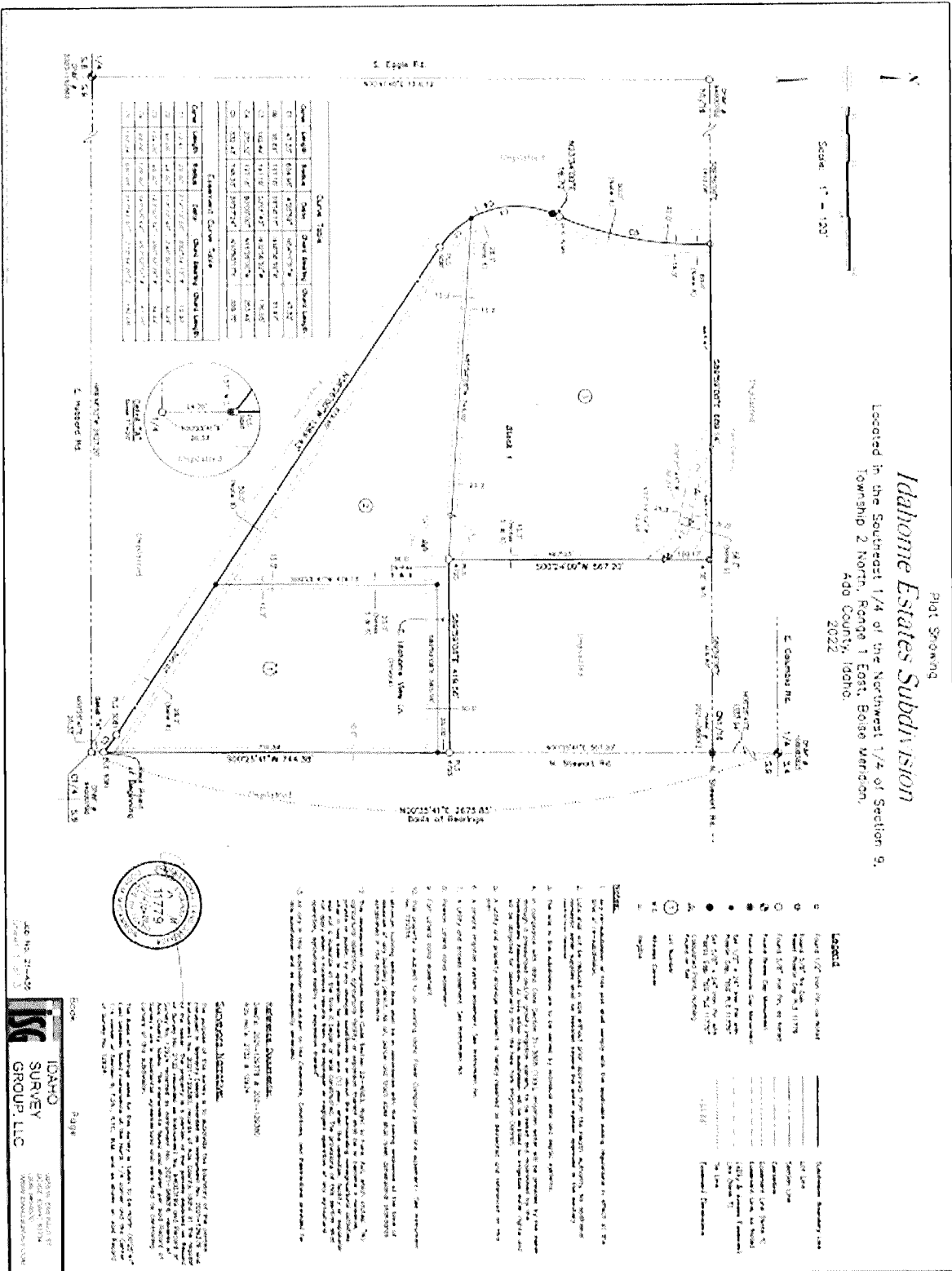


EXHIBIT C
LEGAL DESCRIPTION AND DEPICTION OF 8475 PROPERTY

PARCEL 1

A parcel of land situated within the Southeast Quarter of the Northwest Quarter of Section 9, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho being Parcel 1 of Record of Survey No. 12924 recorded June 7th, 2021 as Instrument No. 2010-088019, records of Ada County, Idaho, described as follows:

Commencing at the north one quarter corner of Section 9, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, thence South 0°25'41" West (Basis of Bearing) a distance of 1337.95 feet to the CN 1/16 corner (record of survey 2732 distance 1338.02') and the Point of Beginning (from the center of section corner bears S0°25'41" W a distance of 1337.95 feet);

Thence along north line of the Southeast Quarter of the Northwest Quarter, North 89°59'08" West a distance of 419.58 feet (record 419.41'), (from which a set steel pin lies 4.16 feet South set on Record of survey 2732 set as a witness corner);

Thence South 0°24'09" West a distance of 567.14 feet to a set steel pin;

Thence South 89°59'08" East a distance of 419.32 feet to a set steel pin;

Thence North 0°25'41" East a distance of 567.14 feet to a set steel pin and back to the Point of Beginning.

Said parcel contains some 5.46 acres more or less.



**EXHIBIT D
LEGAL DESCRIPTION OF THE IRRIGATION AREAS**

Description for
Private Irrigation Easement
November 30, 2022

A portion of the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 2 North, Range 1 East of the Boise Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the Center 1/4 corner of said Section 9, from which the 1/4 corner common to said Sections 4 and 9, T.2N., R.1E, B.M. bears North 0°25'41" East, 2675.85 feet; thence on the north-south centerline of said Section 9, North 00°25'41" East, 26.33 feet to a line parallel with and 32.00 feet northeasterly of the centerline of the Rawson Canal and the **POINT OF BEGINNING**;

thence on said parallel line the following five (5) courses and distances:

47.33 feet along the arc of a non-tangent curve to the left, said curve having a radius of 604.96 feet, a central angle of 04°28'59" and a long chord which bears North 54°11'31" West, 47.32 feet;

North 56°26'00" West, 1,269.43 feet;

275.32 feet along the arc of curve to the right having a radius of 197.18 feet, a central angle of 80°00'00" and a long chord which bears North 16°26'00" West, 253.49 feet;

North 23°34'00" East, 16.70 feet;

332.43 feet along the arc of a non-tangent curve to the left having a radius of 748.20 feet, a central angle of 25°27'24" and a long chord which bears North 10°50'17" East, 329.70 feet to the north boundary line of the Southeast 1/4 of the Northwest 1/4 of said Section 9;

thence on said north boundary line, South 89°59'08" East, 28.01 feet;

thence leaving said north boundary line, 343.94 feet on the arc of a curve to the right having a radius of 776.20 feet, a central angle of 25°23'10", and a long chord which bears South 10°52'22" West, 341.14 feet;

thence South 23°34'00" West, 16.69 feet;



thence 236.22 feet on the arc of a curve to the left having a radius of 169.18 feet, a central angle of 80°00'00", and a long chord which bears South 16°26'00" East, 217.49 feet;

thence South 56°26'00" East, 849.18 feet;

thence North 00°25'41" East, 425.09 feet;

thence North 89°59'08" West, 54.36 feet;

thence North 00°24'09" East, 475.17 feet;

thence South 37°19'54" East, 16.34 feet;

thence South 00°24'09" West, 426.18 feet;

thence South 89°59'08" East, 64.38 feet;

thence South 00°25'41" West, 474.29 feet;

thence South 56°26'00" East, 424.17 feet to the north-south centerline of said Section 9;

thence on said centerline, South 00°25'41" West, 35.65 feet to the **POINT OF BEGINNING**.

Containing 69,342 square feet or 1.59 acres, more or less.

End of Description.

