



ENT 66279:2013 PG 1 of 11
JEFFERY SMITH
UTAH COUNTY RECORDER
2013 Jul 10 12:09 pm FEE 30.00 BY EO
RECORDED FOR PROVO LAND TITLE COMPANY

WHEN RECORDED RETURN TO:
D.R. Horton, Inc.
12351 South Gateway Park Place, Suite D-100
Draper, UT 84020
Attention: Boyd A. Martin

Space Above for Recorder's Use

**UTILITY EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(MRFP, LLC)**

THIS UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "**Agreement**") is entered into to be effective as of the 9th day of July, 2013 (the "**Effective Date**"), by and between MRFP, LLC, a Utah limited liability company, and, as applicable, its successors and assigns as the owner of MRFP Parcel defined below ("**MRFP**"); D.R. HORTON, INC., a Delaware corporation, and, as applicable, its successors and assigns as the owner of Horton Parcel defined below ("**Horton**"); and HIGHLAND CITY, a Utah municipal corporation ("**the City**").

RECITALS:

- A. Horton is the owner of that certain real property, located in Highland City, Utah County, Utah, which is more particularly described in Exhibit "A" attached hereto ("**the Horton Parcel**").
- B. MRFP is the owner of that certain real property, located in Highland City, Utah County, Utah, which is more particularly described in Exhibit "B" attached hereto (the "**MRFP Parcel**").
- C. Pursuant to that certain Contract of Sale dated March 28, 2013 (the "**Purchase Contract**") by and between MRFP and Horton, Horton has covenanted and agreed to purchase from MRFP, and MRFP has covenanted and agreed to sell to Horton, the MRFP Parcel upon the terms and conditions set forth in the Purchase Contract.
- D. Horton has requested and MRFP is willing to grant to Horton and to the City certain easements in accordance with and subject to the terms of this Agreement.

AGREEMENT

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Definitions. In addition to the terms defined elsewhere in this Agreement, for purposes of this Agreement, the following terms are defined as follows:

(a) “**Easement**” and “**Easements**” means individually the Utility Easement or the Temporary Construction Easement and collectively the Utility Easement and the Temporary Construction Easement.

(b) “**Parcel**” and “**Parcels**” means individually the MRFP Parcel or the Horton Parcel and collectively the MRFP Parcel and the Horton Parcel.

(c) “**Party**” and “**Parties**” means individually MRFP, Horton or the City and collectively MRFP, Horton and the City.

2. Grant of Utility Easement.

(a) Utility Lines. MRFP, as the owner of MRFP Parcel, hereby grants and conveys to Horton, as the owner of the Horton Parcel, and to the City a perpetual, non-exclusive right and easement (the “**Utility Easement**”) on, over, under, across and through the MRFP Parcel to locate, survey, upgrade, expand, entrench, maintain, repair, replace, protect, inspect and operate below ground utility lines serving the Horton Parcel including, but not limited to, power lines, gas lines, culinary water lines, secondary water lines, storm drain lines, sanitary sewer lines and communications lines (collectively, the “**Utility Lines**”). The foregoing grant includes the right of ingress and egress across the MRFP Parcel to and from the Utility Lines and access on and within the MRFP Parcel for the purposes of surveying, constructing, inspecting, repairing, protecting, operating and maintaining the Utility Lines and the removal or replacement of the same, either in whole or in part, with either like or different size pipe or facilities. Horton and/or the City may use such portions of the MRFP Parcel along and adjacent to the Utility Lines as may be reasonably necessary. There shall be no charge for the use of the MRFP Parcel Utility Easement.

(b) Maintenance, Repair and Replacement. At any time and from time-to-time Horton and the City shall have the right to install, repair, maintain, and/or replace any Utility Line that serves the Horton Parcel pursuant to the Utility Easement. Until the City has accepted the dedication of the Utility Lines and has assumed responsibility for the maintenance, repair and replacement of the Utility Lines, Horton shall be solely responsible for all costs associated with owning, operating, maintaining, repairing and replacing all Utility Lines, including any and all costs associated with restoring the MRFP Parcel to the condition in which it existed prior to the date on which Horton began any installation, repair, maintenance or replacement of the Utility Lines. All such installation, repair, maintenance or replacement activities conducted by Horton or by the City or by their permittees must be conducted in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business conducted on the MRFP Parcel. In all events, Horton must restore any disrupted asphalt surface within the MRFP Parcel within fifteen (15) days after excavation into such surface. Commencing at the time when the City has accepted the dedication of the Utility Lines and has assumed responsibility for the maintenance, repair and replacement of the Utility Lines, the City must restore any disrupted asphalt surface caused by the City within the MRFP Parcel within fifteen (15) days after excavation into such surface.

3. Grant of Temporary Construction Easement. MRFP hereby grants and conveys to Horton a non-exclusive, temporary easement for pedestrian and vehicular access (including

access by construction vehicles) on, over, across, and through the MRFP Parcel by Horton and Horton's contractors, agents, and employees ("**Horton's Invitees**") between the MRFP Parcel and the Horton Parcel for purposes related to the performance of construction work on the Horton Parcel (the "**Temporary Construction Easement**"). The Temporary Construction Easement shall also allow Horton to use the MRFP Parcel as a construction staging and storage area, for the parking of vehicles of any kind, for construction staging work and for the temporary placing and storage of construction materials and excavated soils.

4. Hazardous Substances; Damage; Repair; Restoration. Horton shall not cause, or allow any of Horton's Invitees to cause, any Hazardous Materials to be used, generated, stored or disposed of on the MRFP Parcel. The City shall not cause, or allow any of the City's contractors, agents and employees ("**City's Invitees**") to cause any Hazardous Materials to be used, generated, stored or disposed of on the MRFP Parcel. As used herein, "**Hazardous Materials**" shall include, but not be limited to, hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance as they may now or hereafter exist, relating in any way to the protection of the environment. Horton shall indemnify, defend, protect and hold MRFP and its affiliates harmless from and against all liabilities, losses, costs and expenses, demands, causes of action, claims or judgments directly or indirectly arising out of the use, generation, storage or disposal of Hazardous Materials by Horton or Horton's Invitees, which indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following the termination of the Temporary Construction Easement. To the extent that any portion of the MRFP Parcel is damaged by Horton or Horton's Invitees as the result of the use of the Easements, then Horton, at its sole expense, shall promptly repair such damaged property. The City shall indemnify, defend, protect and hold MRFP and its affiliates harmless from and against all liabilities, losses, costs and expenses, demands, causes of action, claims or judgments, directly or indirectly arising out of the use, generation, storage or disposal of Hazardous Materials by the City or the City's Invitees, which indemnity shall include, without limitation, the cost of any required or necessary repair, clean-up or detoxification, and the preparation of any closure or other required plans. To the extent that any portion of the MRFP Parcel is damaged by the City, or the City's Invitees, as a result of the use of the Utility Easement, then the City, at its sole expense, shall promptly repair such damaged property.

5. Duration of Temporary Construction Easement. The Temporary Construction Easement shall terminate on January 2, 2014, which is the closing date established by the Purchase Contract for the purchase by Horton and the sale by MRFP of the MRFP Parcel, unless the closing of the MRFP Parcel does not occur on or before January 2, 2014 due to a breach or other violation of the Purchase Contract by MRFP, in which case the Temporary Construction Easement shall terminate on the earlier of (i) the closing of the MRFP Parcel, and (ii) January 2, 2016. Upon the reasonable request of either Party following the expiration or earlier termination of the Temporary Construction Easement, written evidence of the expiration or earlier termination of the Temporary Construction Easement in recordable form reasonably acceptable to the Parties shall be promptly executed, delivered and recorded by the Parties in the Office of the Recorder of Utah County, Utah. Upon the termination of the Temporary Construction Easement, Horton shall leave the MRFP Parcel clear of debris, construction materials, equipment

and other equipment brought onto the MRFP Parcel by Horton or Horton's Invitees during the term of the Temporary Construction Easement.

6. Utility Easement Covenants Run with Land; Temporary Construction Easement in Gross. The obligations of the Parties hereunder relating to the Utility Easement shall be covenants running with the land and shall be binding upon the owner of the MRFP Parcel and the Horton Parcel and their successors in title. The Utility Easement shall be appurtenant to and benefit the Horton Parcel as provided herein. To the extent that any of the Utility Lines are connected to and become a part of any municipal utility services provided by the City and for which the City may become responsible to maintain, repair and replace, the Utility Easement shall also be deemed to be perpetual easements in gross for the benefit of the City and its successors and assigns with respect to the Utility Lines located within the Utility Easement Parcels. The terms, conditions and provisions of this Agreement relating to the Utility Easement shall extend to and be binding upon the successors and assigns of the Parties. The obligations of the Parties hereunder relating to the Temporary Construction Easement shall be binding upon the owner of the MRFP Parcel and its successors in title for the personal benefit of Horton in gross, but not for the benefit of Horton's successors in title.

7. Breach Shall Not Permit Termination. In the event of any violation or threatened violation by a Party of any of the terms of this Agreement, the other Party or Parties shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Agreement or provided by law or in equity. It is expressly agreed that a breach of this Agreement shall not entitle a Party to terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such Party may have hereunder by reason of any breach of this Agreement. Any breach of this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Agreement shall be binding upon and be effective against any person whose title is acquired by foreclosure, trustee's sale or otherwise.

8. Notices. Any notices under this Agreement shall be given in writing by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

To MRFP:	MRFP, LLC 5225 West 11000 North, Suite 100 Highland, UT 84003 Attention: Chad Christofferson
To Horton:	D.R. Horton, Inc. 12351 South Gateway Park Place, Suite D-100 Draper, UT 84020 Attention: Boyd A. Martin
To City:	Highland City 5400 West Civic Center Drive, Suite 1 Highland, UT 84003 Attention: Highland City Engineer

or to such other addresses as may hereafter be designated in writing by the respective Parties hereto. The time of rendition or giving of notice shall be deemed to be the time when the same is actually received or delivery is attempted by certified or registered mail.

9. General Provisions.

(a) No Waiver. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions of this Agreement may only be waived by a writing signed by the Party intended to be benefited by the provisions to be waived specifically acknowledging an intent to waive such provisions. A waiver by a Party of any breach hereunder by any other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

(b) Attorney's Fees. In the event it becomes necessary for any Party hereto to employ an attorney in order for such Party to enforce its rights hereunder, either with or without litigation, the non-prevailing Party or Parties of such controversy shall pay to the prevailing Party or Parties reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing Party or Parties in enforcing their rights hereunder.

(c) Entire Agreement. This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any prior understandings, agreements, or representations, verbal or written pertaining to the subject matter hereof. No modification of, or amendment to, this Agreement shall be effective unless in writing signed by all Parties. This Agreement shall not be supplemented or modified by any course of dealing.

(d) Interpretation. Whenever the context requires construing the provisions of this Agreement, the use of a gender shall include both genders, use of the singular shall include the plural, and the use of the plural shall include the singular. The word "including" shall be construed inclusively, and not in limitation, whether or not the words "without limitation" or "but not limited to" (or words of similar importance) are used with respect thereto. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party. Unless otherwise provided, references to Articles and Sections refer to the Articles and Sections of this Agreement.

(e) Further Assurances. All Parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents as may be necessary in order to complete and evidence the conveyance and transfer herein provided and to do all things as may be reasonably requested in order to carry out the intent and purpose of this Agreement.

(f) No Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein, except to the extent of the rights and benefits specifically provided herein which pertain to the City.

(g) No Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the Parties hereto and their successors and assigns, and no other person is to have any rights, interests, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise, except as expressly provided herein.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

(i) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.

(j) Relationship of Parties. The Parties shall not, by this Agreement nor by any act of any Party, be deemed principal and agent, limited or general partners, joint venturers or to have any other similar relationship to each other in the conduct of their respective businesses, or otherwise.

(k) Authority. Each undersigned represents and warrants that each has been duly authorized by all necessary corporate, company, or governmental action, as appropriate, to execute this Agreement for and on behalf of the respective Parties.

(l) Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF MRFP and Horton have executed this Agreement to be effective as of the Effective Date.

MRFP, LLC,
a Utah limited liability company

[Signature]
By: Bart Brockbank
Title: MGR/MGR

D.R. HORTON, INC.,
a Delaware corporation

[Signature]
By: _____
Jonathan S. Thornley
Title: Division C.F.O.

STATE OF UTAH)
) :ss
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 9th day of July, 2013, by Bart Brockbank, the Member Manager of MRFP, LLC, a Utah limited liability company.

[Signature]

NOTARY PUBLIC
Residing at: Orean, UT

My Commission Expires:
7/27/14



STATE OF UTAH)
)
) :SS
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 9th day of July, 2013, by Jonathan S. Thornley, as the Division C.F.O. of D.R. Horton, Inc, a Delaware corporation.

Kevin Pinder
NOTARY PUBLIC
Residing at: *Utah, UT*

My Commission Expires:

7/27/14



**EXHIBIT A
TO
UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT**

Legal Description of the MRFP Parcel

The real property referenced in the foregoing instrument as the MRFP Parcel is located in Highland City, Utah County, Utah and is more particularly described as follows:

BEGINNING AT A POINT SOUTH 89°46'14" EAST, ALONG THE SECTION LINE, 816.14 FEET FROM THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°13'46" EAST 203.00 FEET; THENCE NORTH 89°46'14" WEST 85.16 FEET; THENCE NORTH 00°13'46" EAST 103.00 FEET; THENCE NORTH 04°41'59" EAST 85.26 FEET; THENCE NORTH 03°37'51" EAST 69.71 FEET; THENCE NORTH 11°21'04" WEST 70.96 FEET; THENCE NORTH 26°20'41" WEST 73.85 FEET; THENCE NORTH 34°53'16" WEST 85.33 FEET; THENCE NORTH 35°30'39" WEST 93.31 FEET; THENCE NORTH 25°54'39" WEST 52.00 FEET; THENCE SOUTH 64°05'21" WEST 334.09 FEET; THENCE NORTH 27°02'03" WEST 454.09 FEET; THENCE SOUTH 62°57'57" WEST 173.00 FEET; THENCE NORTH 27°02'03" WEST 39.74 FEET; THENCE NORTHWESTERLY 12.46 FEET ALONG THE ARC OF A 525.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 26°21'15" WEST 12.46 FEET); THENCE SOUTH 66°45'51" WEST 344.83 FEET; THENCE SOUTH 79°19'16" WEST 52.73 FEET; THENCE SOUTH 16°38'25" WEST 146.12 FEET; THENCE SOUTH 73°15'01" EAST 7.84 FEET; THENCE SOUTHEASTERLY 27.07 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 27°32'57" EAST 24.29 FEET); THENCE SOUTH 18°02'33" WEST 92.98 FEET; THENCE SOUTHWESTERLY 23.25 FEET ALONG THE ARC OF A 15.00 RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 62°27'06" WEST 20.99 FEET); THENCE NORTHWESTERLY 235.05 FEET ALONG THE ARC OF A 1926.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 76°38'05" WEST 234.91 FEET; THENCE NORTH 40°54'44" WEST 130.47 FEET; THENCE NORTH 24°10'29" WEST 73.42 FEET; THENCE NORTH 17°53'21" WEST 78.87 FEET; THENCE NORTH 24°18'49" WEST 81.05 FEET; THENCE NORTH 29°46'33" WEST 81.14 FEET; THENCE NORTH 35°24'56" WEST 123.18 FEET; THENCE NORTH 47°23'09" WEST 82.22 FEET; THENCE SOUTH 66°45'51" WEST TO THE EAST RIGHT OF WAY LINE OF HIGHLAND BOULEVARD 112.53 FEET; THENCE NORTHWESTERLY 46.68 FEET ALONG THE ARC OF A 697.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 05°31'27" WEST 46.67 FEET; THENCE NORTH 66°30'00" EAST 338.68 FEET; THENCE SOUTH 89°40'45" WEST 32.77 FEET; THENCE NORTH 66°18'37" EAST 1056.54 FEET; THENCE SOUTH 00°21'21" WEST 419.10 FEET; THENCE NORTH 89°47'39" EAST 1329.76 FEET; THENCE SOUTH 00°17'34" WEST 1352.52 FEET TO A POINT ON THE SOUTH LINE OF SECTION 23; THENCE NORTH 89°46'14" WEST ALONG THE SOUTH LINE OF SAID SECTION 23, 515.05 FEET TO THE POINT OF BEGINNING.

CONTAINS 44.73 ACRES MORE OR LESS

**EXHIBIT B
TO
UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT**

Legal Description of the Horton Parcel

The real property referenced in the foregoing instrument as the Horton Parcel is located in Highland City, Utah County, Utah and is more particularly described as follows:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°52'52" WEST, ALONG THE SECTION LINE, 1230.93 FEET TO THE EAST RIGHT OF WAY LINE OF HIGHLAND BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 00°07'27" EAST 709.90 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTHEASTERLY 23.60 FEET ALONG THE ARC OF A 15.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 44°58'27" EAST 21.24 FEET; THENCE SOUTH 89°52'27" EAST 35.06 FEET; THENCE SOUTH 83°29'07" EAST 40.44 FEET; THENCE SOUTH 89°52'27" EAST 32.06 FEET; THENCE SOUTHEASTERLY 107.39 FEET ALONG THE ARC OF A 1926.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 88°16'37" EAST 107.38 FEET); THENCE NORTH 00°00'38" EAST 270.95 FEET; THENCE NORTH 30°02'42" WEST 16.12 FEET; THENCE NORTH 89°59'22" WEST 221.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HIGHLAND BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES; (1) NORTH 00°07'27" EAST 141.03 FEET; (2) NORTHWESTERLY 45.37 FEET ALONG THE ARC OF A 697.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 01°44'27" WEST 45.36 FEET); THENCE LEAVING SAID EAST RIGHT OF WAY LINE NORTH 66°45'51" EAST 112.53 FEET; THENCE SOUTH 47°23'09" EAST 82.22 FEET; THENCE SOUTH 35°24'56" EAST 123.18 FEET; THENCE SOUTH 29°46'33" EAST 81.14 FEET; THENCE SOUTH 24°18'49" EAST 81.05 FEET; THENCE SOUTH 17°53'21" EAST 78.87 FEET; THENCE SOUTH 24°10'29" EAST 73.42 FEET; THENCE SOUTH 40°54'44" EAST 130.47 FEET; THENCE SOUTHEASTERLY 235.05 FEET ALONG THE ARC OF A 1926.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 76°38'05" EAST 234.91 FEET; THENCE NORTHEASTERLY 23.25 FEET ALONG THE ARC OF A 15.00 RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 62°27'06" EAST 20.99 FEET); THENCE NORTH 18°02'33" EAST 92.98 FEET; THENCE NORTHWESTERLY 27.07 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 27°32'57" WEST 24.29 FEET); THENCE NORTH 73°15'01" WEST 7.84 FEET; THENCE NORTH 16°38'25" EAST 146.12 FEET; THENCE NORTH 79°19'16" EAST 52.73 FEET; THENCE NORTH 66°45'51" EAST 344.83 FEET; THENCE SOUTHEASTERLY 12.46 FEET ALONG THE ARC OF A 525.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 26°21'15" EAST 12.46 FEET); THENCE SOUTH 27°02'03" EAST 39.74 FEET; THENCE NORTH 62°57'57" EAST 173.00 FEET; THENCE SOUTH 27°02'03" EAST 454.09 FEET; THENCE NORTH 64°05'21" EAST 334.09 FEET; THENCE SOUTH 25°54'39"

EAST 52.00 FEET; THENCE SOUTH 35°30'39" EAST 93.31 FEET; THENCE SOUTH 34°53'16" EAST 85.33 FEET; THENCE SOUTH 26°20'41" EAST 73.85 FEET; THENCE SOUTH 11°21'04" EAST 70.96 FEET; THENCE SOUTH 03°37'51" WEST 69.71 FEET; THENCE SOUTH 04°41'59" WEST 85.26 FEET; THENCE SOUTH 00°13'46" WEST 103.00 FEET; THENCE SOUTH 89°46'14" EAST 85.16 FEET; THENCE SOUTH 00°13'46" WEST 203.00 FEET TO A POINT ON THE SOUTH LINE OF SECTION 23; THENCE NORTH 89°46'14" WEST ALONG THE SOUTH LINE OF SAID SECTION 23, 816.14 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 22 AND THE POINT OF BEGINNING.

CONTAINS 37.10 ACRES MORE OF LESS