

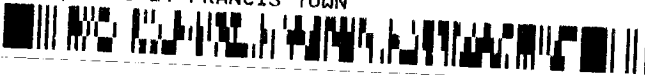
ENTRY NO. 00802712

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Resolution PAGE 1 / 15

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 0.00 BY FRANCIS TOWN



RESOLUTION NUMBER 2006- 05

**A RESOLUTION BY THE FRANCIS TOWN COUNCIL
AUTHORIZING THE EXECUTION OF AN ANNEXATION
AGREEMENT FOR THE RUNAWAY RANCH
ANNEXATION**

WHEREAS, a petition was filed seeking annexation of certain real property to Francis Town known as the Runaway Ranch Annexation; and

WHEREAS, the Francis Town Council desires to annex said property to the Town subject to the terms of an annexation agreement; and

WHEREAS, an annexation agreement has been prepared and reviewed by the petitioner and the Town Council; and

WHEREAS, said annexation agreement is attached hereto as Exhibit A.

NOW THEREFORE, be it hereby RESOLVED by the Town Council of Francis Town, Utah, as follows:

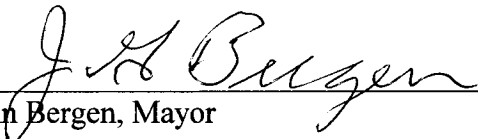
Section 1: The Town Council agrees to enter into the Annexation Agreement attached as Exhibit A.

Section 2: The Mayor is hereby authorized to execute said Agreement on behalf of the Town.

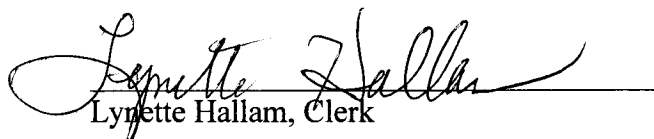
PASSED AND ADOPTED by the Francis Town Council effective as of the 20th day of December, 2006.

FRANCIS TOWN:

ATTEST:



John Bergen, Mayor

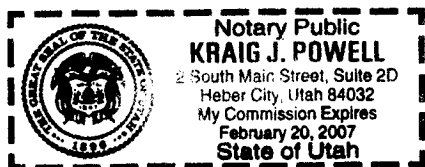


Lynette Hallam, Clerk

Acknowledgements

State of Utah)
 : ss
County of Summit)

On this the 22 day of January, 2007, personally appeared before me JOHN BERGEN and LYNETTE HALLAM, whose identities are personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that they were duly authorized to execute the foregoing Resolution on behalf of Francis Town, and that they executed the foregoing Resolution of their own voluntary act.



Kraig Powell

Notary Public

**ANNEXATION AGREEMENT
FOR THE
RUNAWAY RANCH ANNEXATION
FRANCIS TOWN, UTAH**

This Agreement is made and entered into by and between FRANCIS TOWN, a political subdivision of the State of Utah, hereinafter referred to as "Town," and DONNA KIRKHAM and JONATHAN OLCH, individually, RUNAWAY RANCH, L.L.C., a Utah limited liability company, and BLUE GROUSE, L.C., a Utah limited liability company, hereinafter referred to as "Developers," for Developers and for Developers' real property successors and assigns, Developers being one or more of the signers of the Annexation Petition filed with the Town on January 31, 2006, which Petition seeks annexation to the Town of certain parcels of land described on Exhibit A attached hereto (hereinafter referred to as "the Annexation Property"), and the owners of the parcels of land located in Summit County, Utah described on Exhibit B attached hereto, a portion of which parcels are currently located in Francis Town (hereinafter referred to as "the Development Parcels").

RECITALS

- A. Francis Town, acting pursuant to its authority under Utah Code Annotated (UCA) 10-9a-101 *et seq.*, and UCA 10-2-401 *et seq.* in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed annexation and, in the exercise of its legislative discretion, has elected to enter into this agreement.
- B. Developers are the owners of certain real property described on "Exhibit A" attached hereto and incorporated herein by reference, which property is proposed for annexation to Francis Town and is hereinafter referred to as "the Annexation Property".
- C. The Annexation Property, once annexed into Francis Town, will be subject to the Town of Francis Zoning Ordinance and other Town ordinances. Developers and Town desire to allow Developers and others to make improvements to the Annexation Property.
- D. The improvements and changes to be made to the Annexation Property shall be consistent with the current ordinances and standards of the Town of Francis, any future changes to ordinances and standards of the Town of Francis, and the Town of Francis General Plan.
- E. Developers and Town acknowledge and agree that the development and improvement of the Annexation Property pursuant to this Agreement will result in planning and economic benefits to the Town and its residents, and will provide certainty useful to the Annexation Property and the Town in ongoing future communications and relations with the community.
- F. The Town's governing body has authorized execution of this Agreement by Resolution No. 2006-05, to which this Agreement is attached.
- G. The Town has authorized the negotiation of and adoption of annexation agreements

under appropriate circumstances where proposed development contains outstanding features which advance the policies, goals and objectives of the Francis Town General Plan, preserves and maintains the open and rural atmosphere desired by the citizens of Francis Town, and contributes to capital improvements which substantially benefit the Town.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- I. **Recitals.** The preamble and recitals set forth above are incorporated herein by this reference.
- II. **Conditions Precedent.** Town and Developers agree, understand and acknowledge that this Agreement is for the annexation of the Annexation Property and the development of the Development Parcels. Further, Town and Developers agree and understand that this Agreement shall be a covenant running with the Annexation Property and Development Parcels and shall bind any future owners, heirs, or assigns.
- III. **Permitted Uses of Property.** The permitted uses for the Development Parcels and the Annexation Property shall be those uses specifically listed in the Zoning Ordinance of Francis Town, as may from time to time be amended.
- IV. **Term.** This Agreement shall be effective as of the date of annexation of the Annexation Property into Francis Town and shall continue in full force and effect from that time on.
- V. **General Provisions.**
 - A. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any provision of this Agreement.
 - B. **Authority.** The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developers represent and warrant that each party is fully formed and validly existing under the Laws of the State of Utah, and that each party is duly qualified to do business in the State of Utah and each is in good standing under applicable state laws. The Developers and the Town warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing. Developers represent to the Town that by entering into this Agreement, Developers have bound themselves, the Annexation Property, the Development Parcels, and all persons and entities having any current or future legal or equitable interest in the Annexation Property and the Development Parcels, to the terms of the Agreement.
 - C. **Entire Agreement.** This Agreement, including exhibits, constitutes the entire agreement between the parties, except as supplemented by Francis Town ordinances, policies, procedures and plans.
 - D. **Amendment of this Agreement.** This Agreement may be amended in whole or in part by the mutual written consent of the parties to this Agreement or by their successors in

interest or assigns. Any such amendment of this agreement shall be recorded in the official records of the Summit County Recorder's Office.

E. Severability. If any of the provisions of this agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

F. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Summit County, Utah, and the parties hereby waive any right to object to such venue.

G. Remedies. If any party to this agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available both at law and in equity.

H. Attorney's Fees and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

I. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns, including all successive owners of the Annexation Property and the Development Parcels. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Annexation Property and the Development Parcels. The terms of this Agreement shall be binding upon all present and future owners of the Annexation Property and the Development Parcels and shall be appurtenant to, and shall run with, said land.

J. Third Parties. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

K. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the parties.

L. Recording. Upon execution, this Agreement shall be recorded in the official records of the Summit County Recorder.

M. Liability. Any liability relating to Runaway Estates (defined in Section 4 below) pursuant to this Agreement shall be the joint and several obligation of Jonathan Olch and Blue Grouse, L.C., and shall constitute a lien against Runaway Estates until satisfied in full. Any liability relating to Runaway Ranch (defined in Section 4 below) pursuant to this Agreement shall be the joint and several obligation of Donna Kirkham and Runaway Ranch, L.L.C., and shall constitute a lien against the Runaway Ranch until satisfied in full.

N. Drafting. This Agreement, or any provision thereof, shall not be construed against any party due to the fact that this Agreement, or any provision thereof, was drafted by that party or that party's agent, but rather shall be construed and interpreted as if it was the product of the joint efforts of all parties, with all parties having equal input thereto.

O. Document. This Agreement, or a photocopy thereof, may be used in evidence in a subsequent proceeding in which any of the parties alleges a breach of, or seeks judicial interpretation of, this Agreement.

P. Cooperation. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

Q. Consent. Each of the parties hereby represent that they have been fully advised by their own attorney (or have had sufficient opportunity to be advised by their own attorney if they so desired) as to this Agreement and each provision hereof. Each of the parties further hereby represent that in entering into this Agreement, they have relied solely upon their own judgment and that of their own attorney (if represented by an attorney), and that they have not relied upon any representations which may have been made to them by any other party, or any other party's attorney or other agent.

R. Waiver. By executing this Agreement, each party agrees, as a material condition of annexation of the Annexation Property, that the terms herein may be enforced, and covenants not to challenge, either in court or out of court, the terms of the Agreement or their enforceability. Each party also agrees not to seek, and waives any claim to, monetary damages against the other party arising from said party proposing, creating, executing, requiring, demanding, or enforcing this Agreement and/or its terms.

S. Termination. This Agreement may be terminated or cancelled only by the mutual written consent of all parties hereto. No party may unilaterally void, avoid, abandon, or relinquish its obligations hereunder.

VI. Purpose of Agreement. The purpose of this Agreement is to provide for the annexation of real property into the Town, to designate zoning that will apply to the Annexation Property upon annexation, and to provide for future development of the Development Parcels and Annexation Property in accordance with the adopted Ordinances of the Town and the laws of the State of Utah, as they may from time to time be amended.

VII. Annexation. Town, pursuant to the Petition filed by the requisite number of land owners and land area within the area proposed for annexation, and in accordance with the authority granted by statute, agrees to adopt an ordinance of annexation and thereby to annex into Town the area described on Exhibit A attached hereto and incorporated herein by reference. The area to be annexed and the annexation shall be subject to the terms and conditions of this agreement as well as the annexation laws and other laws of Town and of the State of Utah. The area to be annexed is part of the unincorporated area of Summit County, State of Utah. It is further agreed that this proposed annexation meets all requirements of State law in that:

A. Contiguity: The area proposed for annexation is contiguous to the boundaries of Town.

B. Within Declaration Area: The area to be annexed is within the area identified by Town in its annexation policy declaration statement for possible annexation into the Town.

C. Not Within Another Town: The area to be annexed is not included within the boundaries of any other incorporated municipality.

D. No Pending Incorporation: There are no other pending petitions to incorporate the area to be annexed.

- E. No Unincorporated Islands: The annexation of this area will not leave or create any islands of unincorporated territory requiring municipal type services.
- F. Not Solely for Revenue: The annexation is not being pursued by Town solely for the purpose of gaining revenues or to gain a jurisdictional advantage over another municipality or to restrict annexation by some other municipality.
- G. Town Can Serve: Town intends to provide the same level of municipal services to the annexed territory as it provides all other areas within its boundaries, except as otherwise provided in this Agreement.
- H. Petition was Proper: A petition for annexation of this property was properly signed by the requisite number of land owners of the land area within the area proposed for annexation.
- I. No Fiscal Burden Created: Town has determined that annexation of this area will not create fiscal burdens on Town that will not be offset by the revenues expected to be generated by virtue of this annexation and Annexation Agreement.
- J. Compatibility: The annexation is a compatible land use within this community.
- K. Illegal Peninsulas: The area to be annexed into the Town does not create any illegal peninsulas of unincorporated county projecting into the Town.

VIII. General Character of the Land to be Annexed.

- A. Description of Land: The Annexation Property consists of approximately 60 acres of land. The area proposed for annexation is located adjacent to the current eastern boundary of Francis Town. The topography of the land is generally flat, with a general drainage pattern from east to west.
- B. Municipal Services Required: The Annexation Property will require municipal services from the Town. The extent of services required and the parties' obligations thereto, among other things, are set forth in the following conditions of annexation.

IX. Conditions of Annexation.

A. Developers' Obligations

As material terms of this Agreement and as conditions of Francis Town annexing the Annexation Property described on Exhibit A attached hereto, and notwithstanding anything separate or to the contrary contained in Town's general land use standards or ordinances, Developers, for themselves and their real property successors and assigns with respect to the parcels of land located in Summit County, Utah described on Exhibit B attached hereto, a portion of which parcels are currently located in Francis Town ("the Development Parcels"), agree to the following:

1. Water

- a. Prior to developing the Development Parcels or any portion thereof, Developers will commission a study of groundwater within the Development Parcels and in the remainder of Francis Town (and in other outlying areas if necessary) to ascertain the possible effect that development on the Development Parcels may have on the water

in, on, and under the ground in said areas and on the Town's and nearby properties' water supply, including but not limited to Eskelson Spring. The study shall be performed by a professional hydrogeologist approved by the Town Engineer. After the study is performed, Developers agree to make modifications to development of the Development Parcels as necessary in the opinion of the Town Engineer. In addition, Developers agree that if at any time during the construction or occupancy of the Development Parcels it is determined that any of the Town's or nearby properties' water supply is being adversely affected by use of the Development Parcels, Developers will take all necessary steps to remedy the adverse impacts and will pay for said remedies.

- b. Prior to approval of any Final Subdivision Plat for all or any portion of the Development Parcels, and as an express condition of approval of any Final Subdivision Plat for all or any portion of the Development Parcels, one (1) acre foot of water (as measured in the well after the transfer to Town has been made) shall be transferred to Town for each and every water hook-up for the residential lots located within any Final Subdivision Plat.

2. Streets

- a. All streets, street improvements, street routing and future street connectors within the Annexation Property and Development Parcels shall conform to the Francis Town master plan and other Francis Town and State of Utah standards and policies as determined by the Town Engineer.
- b. In addition, Developers acknowledge, covenant and agree that any and all roads within the Annexation Properties and Development Parcels shall be improved and brought up to such standards as may be recommended by the Planning Commission and determined by the Town Council, prior to any development or other improvement of same, at the expense of Developers and at no expense to Town.

3. Sewer

- a. Developers shall install sewer lines and other appurtenances to and on the Development Parcels as required by Town standards and by the Town Engineer, including but not limited to stub line(s) to the eastern boundary of the Development Parcels.
- b. Developers shall reimburse any other person or entity that installs sewer lines that benefit the Development Parcels pursuant to any agreement the Town has with such other person or entity.

4. Additional Requirements Applicable to Developers

- a. The Development Parcels shall be developed with a residential component known as "Runaway Estates", and a commercial component known as "Runaway Ranches."
- b. A maximum of one hundred (101) total residential lots will ever be permitted within the portion of the Development Parcels as a whole developed as Runaway Estates, including the two (2) existing lots currently improved with residences. Developers

will record a separate subdivision plat or plats for Runaway Estates, the residential section of the Development Parcels. The number of total lots shall not exceed the average density of two lots per acre and 15,000 square feet as required by the Francis Town Zoning Ordinance for the applicable zone.

- c. A maximum of three (3) total lots will ever be permitted within the portion of the Development Parcels as a whole developed as Runaway Ranches, consisting of two (2) large parcels for equestrian activities and potentially a third (3rd) parcel solely for purposes of caretaker living quarters within a larger barn structure. Developers will record a separate subdivision plat or plats for Runaway Ranches, the commercial section of the Development Parcels. Said plat for the commercial section will contain a note written thereon permanently restricting the construction of buildings to those buildings approved at the time the plat is approved.
- d. Developers agree that, prior to developing the Development Parcels, they or their successors and/or assigns will record covenants, conditions and restrictions applicable to the Development Parcels and that they will include in such covenants, conditions and restrictions items requested by the Town and will allow the Town to review the same. Developers agree to create and record separate covenants, conditions and restrictions documents for the residential development and commercial development sections. Developers also agree that said covenants, conditions and restrictions will include a provision allowing the Town to enforce them if Developers fail to do so and to charge the costs of enforcement to Developers and/or their successors or assigns.
- e. Developers acknowledge, covenant and agree that neither Developers nor any other party have any vested rights to require a zoning change with respect to the Development Parcels (or any portion thereof), or to subdivide, develop or otherwise improve the Development Parcels (or any portion thereof) in any manner, other than as expressly set forth in this Agreement with respect to the creation in the Development Parcels as a whole of no more than one-hundred-one (101) residential lots within the residential section and three (3) lots within the commercial section.
- f. Developers acknowledge, represent, covenant and agree that prior to any development or other improvement of the Annexation Property (or any portion thereof), services and appropriate infrastructure must be made available by Developers to the Annexation Property. The cost of the installation of the utilities and other infrastructure, including improvements anywhere within the Annexation Property and related off-site improvements reasonably necessary to serve the Annexation Property, after taking into account the ability of Town to provide service to all other properties within the Town or proposed to be annexed to the Town, whether or not such other properties are currently developed, shall be paid by Developers at no expense to Town. Developers shall pay such costs, at no expense to Francis, whether the Annexation Parcel (or any portion thereof) is developed and/or improved with all of the necessary utilities, infrastructure and off-site improvements installed at one time, or whether the Annexation Parcel (or any portion thereof) is developed and/or improved over time with all of the necessary utilities, infrastructure and off-site improvements installed at various times and from time to time. Developers agree that

a development approval will not be granted by Town unless and until the ability and capacity to serve such a development is in place. Developers also agree that it may be necessary for Town, in granting development approval, to require some portions or all of a development to wait for the installation and completion of Town facilities necessary to serve the development even after development approval is granted, and Developers agree to same.

- g. As a material term of Town granting the annexation which is the subject of this Agreement, Developers will pay to Town an annexation fee in the total amount of \$664,000.00. This entire fee will be paid prior to the time any development plat containing lots or units within the Annexation Property is recorded. Developers acknowledge that this fee is reasonable and is agreed to freely and will be paid freely by Developers to Town as consideration for annexation of the Annexation Property. Developers hereby waive any right to contest payment of the fee, and covenant not to so contest. Developers also waive any right to contest the Town's use of the fee once the funds are paid to and collected by the Town, and covenant not to so contest.
- h. Developers and Developers' successors and assigns agree to pay the Town for the Town's costs incurred in creating this Annexation Agreement and in reviewing and processing the Annexation Petition and any application(s) for development on the Development Parcels, including but not limited to legal, engineering and planning fees.
- i. Nothing herein shall be construed to relieve Developers of the standard obligations to also pay application fees, impact fees, connection fees, and other Town fees and charges as part of the development process.
- j. Developers acknowledge and agree, for themselves and for their successors and assigns, including for all current and future owners of the Annexation Property and Development Parcels, that it is possible that Town may not be able to provide utility services to the Annexation Property and Development Parcels for an indefinite period of time. Therefore, Developers agree not to contest this fact and not to demand that utility services be provided prior to the time the Town is able to and elects to provide such services.

Notwithstanding anything contained in this Agreement, the Town reserves the right to require Developer to execute and comply with a separate development agreement in order to develop the Development Parcels, which development agreement may contain terms adding to or amending the terms of this Agreement.

B. Town's Obligations

As consideration for this Agreement, the Town will:

1. Annex approximately 60 acres of property into the Town as described on Exhibit A attached hereto with a zoning designation of R-1.

2. Receive, review and consider approval of development on the Development Parcels in accordance with Town ordinances, policies and standards.
3. Subject to the terms of this Agreement, allow up to one-hundred-one residential lots to be created in the proposed residential section of the Development Parcels and three (3) lots in the proposed commercial section of the Development Parcels, provided, however, that all lots and/or units will comply with all applicable Francis Town zoning ordinances and densities.

Notwithstanding the foregoing, the Town does not guarantee that any specific concept plans, drawings or proposals submitted by Developers or others prior to the granting of the Annexation Petition or thereafter will ultimately be accepted by the Town for development in accordance therewith during the development review and approval process.

IN WITNESS WHEREOF, the parties have executed this Agreement this 20 day of December, 20 06.

TOWN OF FRANCIS
a Utah Municipal Corporation

ATTEST:

By (signature): *Lynette Hallam*
Lynette Hallam
Town Recorder

By (signature): *J. H. Bergen*
John Bergen
Mayor

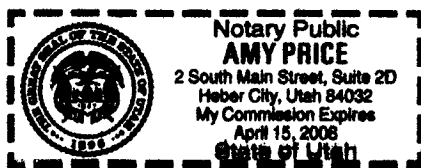
Seal:

APPROVED AS TO FORM:

By (signature): *Kraig Powell*
Town Attorney

STATE OF UTAH)
) ss.
County of Wasatch)

The foregoing instrument was acknowledged before me this 27 day of January, 20 07 by Lynette Hallam, John Bergen, and Kraig Powell, whose identities were proven to me by satisfactory evidence.



[Signature]
NOTARY PUBLIC

The terms of this Annexation Agreement are agreed to by:

DONNA KIRKHAM

Donna Kirkham

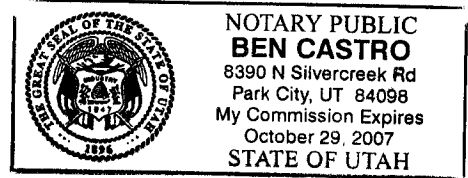
Signature

STATE OF UTAH)
) ss.
County of *Summit*)

The foregoing instrument was acknowledged before me this 19 day of January, 2007 by DONNA KIRKHAM, whose identity was proven to me by satisfactory evidence.

[Signature]

NOTARY PUBLIC



JONATHAN OLCH

Jonathan Olch

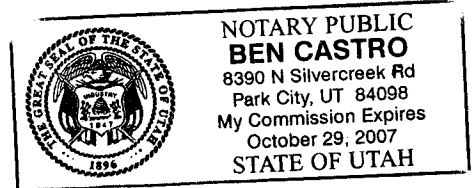
Signature

STATE OF UTAH)
) ss.
County of *Summit*)

The foregoing instrument was acknowledged before me this 19th day of January, 2007 by JONATHAN OLCH, whose identity was proven to me by satisfactory evidence.

[Signature]

NOTARY PUBLIC



RUNAWAY RANCH, L.L.C.

Bruce Dickamore
Signature

Print name: Bruce Dickamore

Its (title): Manager

STATE OF UTAH)
County of Summit) ss.

The foregoing instrument was acknowledged before me this 17th day of January, 2007 by Bruce Dickamore, whose identity was proven to me by satisfactory evidence, on behalf of RUNAWAY RANCH, L.L.C.

[Signature]
NOTARY PUBLIC

BLUE GROUSE, L.C.

Jonathan Olch
Signature

Print name: Jonathan Olch

Its (title): Manager

STATE OF UTAH)
County of Summit) ss.

The foregoing instrument was acknowledged before me this 19th day of January, 2007 by Jonathan Olch, whose identity was proven to me by satisfactory evidence, on behalf of BLUE GROUSE, L.C.

[Signature]
NOTARY PUBLIC

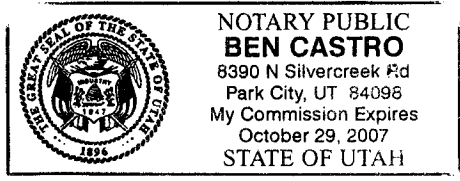
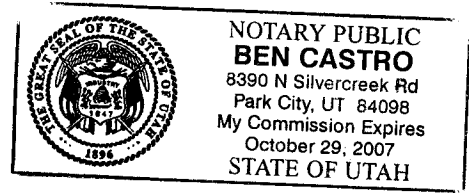


Exhibit A

Annexation Boundary Description

Beginning at a point on the East line of the Francis Town Limits, said point being East 660 feet along the Quarter Section line from the West Quarter Corner of Section 28, Township 2 South, Range 6 East, Salt Lake Base and Meridian, Summit County, Utah and running thence East 1320 feet, more or less, along the Quarter Section Line to a 1/64th line; thence South 1980 feet, more or less, along said line to the North line of the Town of Francis; thence along said line West 1320 feet, more or less, to the East line of the Town of Francis; thence North 1980 feet, more or less, along said line to the point of beginning, containing 60 acres, more or less.

Exhibit B

Development Parcels Description

Beginning at a point which is North 01°17'23" East 572.80 feet along the section line and South 88°42'01" East 53.18 feet from the monument marking the Southwest Corner of Section 28, Township 2 South, Range 6 East, Summit County, Utah and running thence North 01°17'23" East 784.01 feet along the East line of Highway 32; thence North 89°09'46" East 142.48 feet to the Southerly line of Uinta Shadows Subdivision, Plat A; thence along the boundary of said subdivision the following 3 courses and distances: North 89°52'39" East 469.91 feet, North 03°0'07" East 647.91 feet, North 89°26'18" West 426.22 feet; thence North 01°17'23" East 209.00 feet; thence North 89°26'18" West 188.54 feet to the East line of a highway; thence along said highway North 01°17'23" east 455.68 feet; thence along a fence line the following 6 courses and distances: South 89°36'13" East 1392.92 feet, South 89°44'37" East 565.92 feet, South 05°1'44" West 411.97 feet, South 03°6'59" West 794.64 feet, South 03°9'50" West 631.60 feet, South 01°18'13" West 797.10 feet to the North line of a highway; thence North 89°53'17" West 376.63 feet along said line to the East line of the LDS Church Property; thence along said line North 01°18'15" West 277.96 feet; thence South 89°58'00" West 1350.75 feet; thence North 04°3'11" West 258.99 feet; thence North 88°42'01" West 211.10 feet to the point of beginning, containing 96.84 acres.