

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
OCT 28 2013
WATER RESOURCES
WESTERN REGION
DEV

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
PD 63-2769	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Robert and Angela West
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Kim Comin and Tod Comin
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- | | | | |
|----------------------------|--------------------------|-----------|--------------|
| <u>137 S Center Street</u> | <u>Lehi</u> | <u>UT</u> | <u>84043</u> |
| Mailing address | City | State | ZIP |
| <u>(858) 354-6481</u> | <u>comintj@gmail.com</u> | | |
| Telephone | Email | | |
4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: March 12, 2013
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
7. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

8. Signature: [Signature] 10/24/13
Signature of new owner/claimant Title, if applicable Date

Signature: [Signature] 10/24/13
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JA Date 10/29/2013 Receipt No. W841609 Receipt Amt. \$25.00
Approved by KW/PS Processed by J. Strange Date 6-3-2014

DUE ON SALE ADDENDUM TO DEED OF TRUST

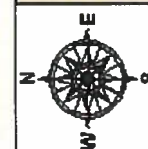
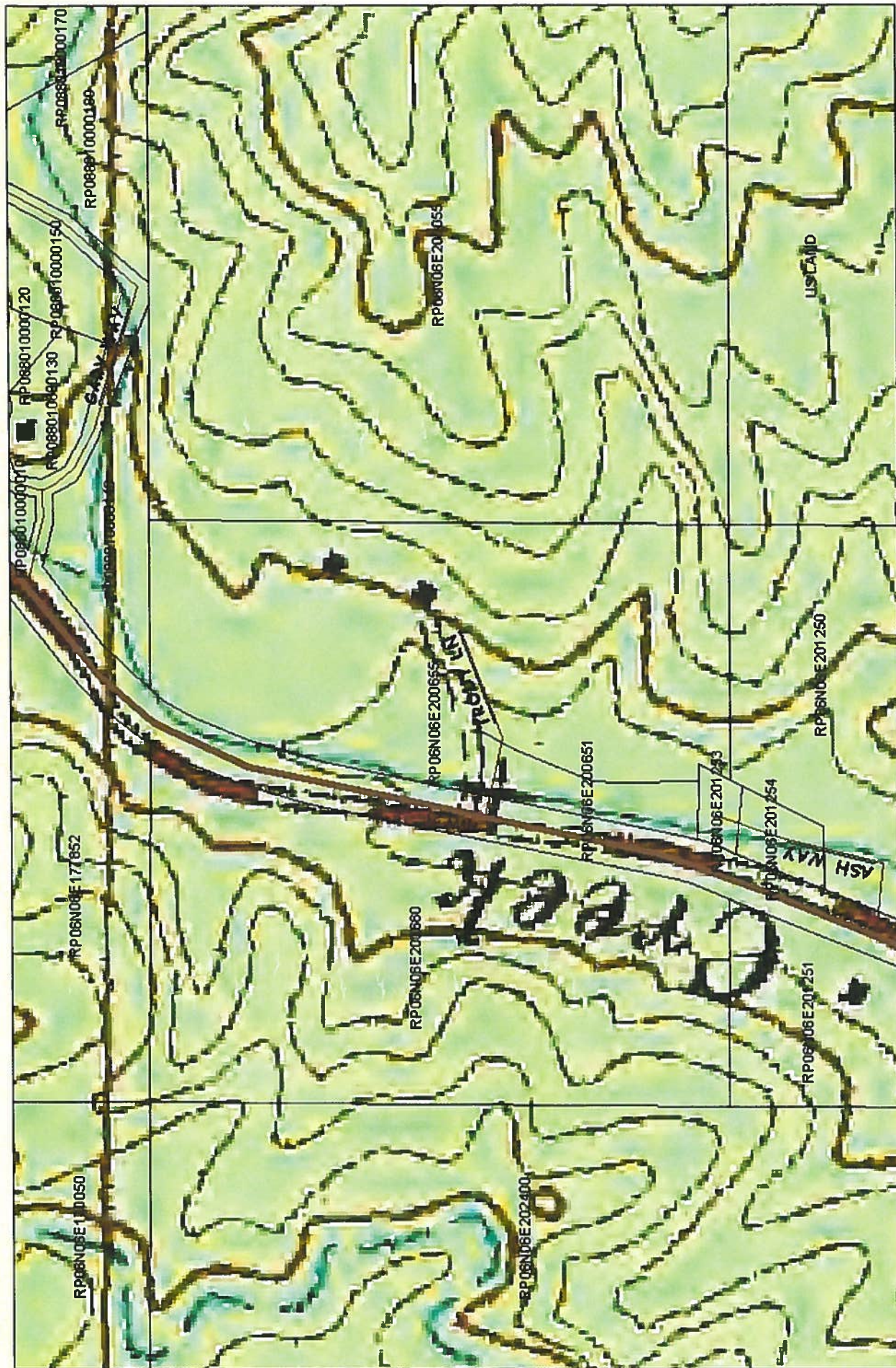
IF ALL OR ANY PART OF THE SUBJECT PROPERTY, OR AN INTEREST THEREIN IS SOLD, TRANSFERRED, OR CONTRACTED TO BE SOLD OR TRANSFERRED IN THE FUTURE BY AGREEMENT WITHOUT THE BENEFICIARY'S PRIOR WRITTEN CONSENT, EXCLUDING A TRANSFER BY DEVISE, DESCENT OR OPERATION OF LAW UPON THE DEATH OF THE GRANTOR, BENEFICIARY MAY, AT BENEFICIARY'S OPTION, DECLARE ALL SUMS SECURED BY THIS DEED OF TRUST TO BE IMMEDIATELY DUE AND PAYABLE. IF THE BENEFICIARY SHALL WAIVE THE OPTION TO ACCELERATE AS PROVIDED BY ACCEPTING IN WRITING AN ASSUMPTION AGREEMENT OF THE SUCCESSOR IN INTEREST, BENEFICIARY SHALL THEN RELEASE GRANTOR UNDER THIS DEED OF TRUST AND THE NOTE.

** Kim Comin*

Kim Comin

** J Comin*

Tod Comin



West Parcel

RP06N06E20T8S2

This map is only a representation of parcel boundaries and should not be used for legal surveying applications or boundary resolutions. Please contact Boise County Assessor's Office with any questions. 208.392.4415



Instrument # 238816
IDAHO COUNTY, BOISE COUNTY, IDAHO
03-18-2013 15:00:30 PM No. of Pages: 9
Recorded for: STEWART TITLE - EMERALD OFFICE
MARY T. PRISCO Fee: \$34.00
Ex-Officio Recorder Deputy shirley george
Index to: MORTGAGE
Electronically Recorded by Simplifile

stewart title

01096-4508 SW

DEED OF TRUST

Security Agreement and Financing Statement Filed as a Fixture Filing
(To be Filed for Record in Real Estate Records)

THIS DEED OF TRUST, made this 12th day of March, 2013, Between Kim Comin and Tod Comin herein called GRANTOR (Debtor), whose address is 11217 Avenida Del Gato, San Diego, CA 92126, and Stewart Title Company, herein called TRUSTEE, and Robert S. West and Angela C. West, husband and wife, herein called BENEFICIARY (Security Party), whose address is 2610 Hwy 21, Boise, ID 83716.

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Boise County, State of Idaho described as follows, either located within an incorporated city or village at the date hereof, or containing not more than forty acres:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER WITH all water, water rights, ditch and ditch rights, stock or decrees evidencing the same, rights of way, easements, tenements, and appurtenances thereunto belonging, fixtures now or hereafter attached to or used in connection with the premises herein described, including but not limited to carpets, drapes, furnaces, pumps, sprinkler systems, equipment, buildings, and specifically included those items shown (if attached) in Exhibit B hereto, all of which shall be deemed to be fixtures and a part of the realty and a portion of the security for the indebtedness herein mentioned.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits. All property as defined herein is collectively referred to as the premises.

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note, loan agreements and other documents, (hereinafter called the note), of even date herewith, executed by the Grantor in the sum of Ninety Five Thousand Dollars and No Cents (\$95,000.00) final payment being due, March 01, 2028, and to secure payment of all such further sums as may be hereafter loaned or advanced by the Beneficiary, to secure all sums advanced by the Beneficiary to protect the security herein, to secure all extensions, renewals and modifications hereof, and to secure all further sums, advances or expenditures together with interest thereof, provided that nothing here shall obligate the Beneficiary to the making of such further loans, advances or expenditures; and provided further that it is the express intention of the parties that it shall stand as continuing security until paid for all such advances together with interest thereon as provided in the note.

SUBJECT TO those certain liens and encumbrances hereafter itemized and not others:

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR AGREES:

1. To promptly discharge any lien, or claim thereof, which may gain priority over the deed of trust herein, to

- promptly pay all taxes, assessments, charges, fines and impositions attributable to the premises, and to promptly pay all leasehold payments and ground rents, if any. To promptly pay and not allow the default of any payment on a superior mortgage, deed of trust, contract or other permitted encumbrance. The determination of what threatens the security herein shall be in the sole discretion of the Beneficiary. The Grantor upon 10 days notice of such threat shall discharge the same. In addition to the payments provided in the note hereby secured, the Grantor shall at the option of and on the demand of the Beneficiary, pay each month 1/12 of the estimated annual amount of all such taxes, assessments, insurance premiums, maintenance and other charges upon the premises, in trust for Grantor's payment of such items when due.
2. To keep said property in good condition and repair; not to remove or demolish any building thereof; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor or materials in connection therewith; to comply with all laws affecting said property or requirements for alteration or improvements thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; consistent with the use of the premises, to cultivate, fertilize and take all other acts to maintain the premises.
 3. To provide, maintain and deliver to Beneficiary flood, fire, hazard and other insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any such insurance may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, including the release of any portion of such proceeds to the Grantor. Such application or release shall not cure or waive any default, or invalidate any act done pursuant to such notice of acceleration, default or sale.
 4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights and powers of the Beneficiary or Trustee; and to pay all costs and expenses, including costs of evidence of title and attorney fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
 5. Not to make any voluntary inter vivos transfer of the premises or any part thereof without first obtaining the consent of the Beneficiary. Any such transfer, if beneficiary shall not consent, shall constitute a default under the terms hereof and the note it secures, and on Beneficiary may cause the same to be foreclosed, and the premises sold, according to law and the provisions hereof.
 6. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereto, with interest at the default rate, or the highest lawful rate permitted by law, from the date hereof until paid.
 7. Should Grantor fail to make any payment or perform any act herein provided, then Beneficiary or Trust, without obligation to do so and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. The Beneficiary or Trustee is authorized to enter upon the premises for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior to or superior hereto; and in exercising any such powers, or in enforcing this Deed of Trust to pay necessary expenses, employ counsel and pay such reasonable fees. The Grantor shall immediately pay upon demand any such amounts expended by Beneficiary or Trustee, or both of them as herein provided.
 8. To pay immediately and without demand all sums expended by the Beneficiary or Trustee with interest from the date of such expenditure at the default rate provided for in the note, or at the highest legal rate permitted by law.

B. IT IS MUTUALLY AGREED THAT:

1. That insofar as this Deed of Trust covers fixtures, the note and this Deed of Trust shall be considered to be a security agreement as provided by the Uniform Commercial Code, and the Beneficiary or Trustee is granted all rights and powers as provided therein for the enforcement of the obligations herein provided. This Deed of Trust shall be considered to be a Financing Statement.
2. Any award of damages in connection with any condemnation proceeding, injury to the premises, or any part thereof, is hereby assigned and shall be paid to the Beneficiary, who may apply such award, compensation and any other payments or relief therefore, and shall be entitled to commence, appear in and prosecute in its own name any action or proceedings, or to make any compromise or settlement, in

connection with such taking or damage. All such compensation, awards, damages, rights of action, and proceeds, including the proceeds of any policies of fire, hazard, flood or other insurance affecting the premises, are hereby assigned to Beneficiary, who may, after deducting therefrom all of its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Grantor agrees to execute such further assignments of any compensation, awards, damages and rights of action and proceeds as Beneficiary or Trustee may require.

3. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive the right to require prompt payment, when due of all other sums so secured to declare default for failure to so pay.
4. At any time, or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey all or any part of said property; consent to the making of any map or plat, together with any covenants, conditions and restrictions in connection therewith; join in, or consent to, the granting or any easement thereon; join in any agreement modifying the terms hereof or subordinating the lien or charge secured hereby.
5. Upon written request of the Beneficiary stating that all sums secured hereby have been paid, or that some or part of the sums secured hereby have been paid, and upon surrender of this Deed of Trust, and said note, if payment has been made in full, to the Trustee for cancellation and upon payment of its fees, Trustee shall reconvey, without warranty, the premises held hereunder to the persons legally entitled thereto.
6. As additional security, Grantor gives to and confers upon the Beneficiary the right, power and authority to collect the rents, issues and profits of said premises, reserving unto the Grantor the right, prior to any default by Grantor in payment of the indebtedness secured hereby, or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Grantor will thereupon immediately transfer and assign to Beneficiary any deposits or fees held for tenants. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the premises, or any part thereof. In the name of the Grantor, Beneficiary, agent, receiver or otherwise to sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including the undertaking of reasonable attorney's fees, insurance and bonds reasonably undertaken to protect the Grantor, Beneficiary, agent, receiver, or any combination of them, and in such order as Beneficiary may determine. The entering upon and taking possession of the premises, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any notice of acceleration, default or sale hereunder or invalidate any act done pursuant to such notice.
7. Time is of the essence hereof. Upon default in payment of any indebtedness secured hereby, or in performance of any provision hereof, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and election to cause the premises to be sold to satisfy the obligations secured hereby, and shall cause such notice to be recorded in the County where the premises are situated, and to perform each and every act required by law to cause the premises to be sold. Notice of Sale having been given as required by law, Trustee, without demand on Grantor, shall sell the premises at the time and place fixed in said notice of sale, either in whole or in separate parcels and in such order as Trustee may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall thereupon deliver to the purchaser its deed describing the premises, but without covenant of warranty expressed or implied. The recitals in the deed shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary may purchase at the sale. After deducting all costs, fees and expenses of Trustee as provided by this Deed of Trust, including costs of evidence of title and reasonable attorney's fees in connection with the sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the default rate, or the highest legal rate allowed under Idaho law, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto. The Trustee is authorized to deliver such remainder to the Clerk of the court and interplead such funds seeking a court determination of such persons legally entitled thereto and have the attorney's fees and costs for such action be deducted from such proceeds.

8. On the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages, and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as fixed by the court.
9. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the county recorder where the premises are situated, a substitution of trustee. From the time a substitution is recorded, the new trustee shall succeed to all the powers, duties, authority, and title of the Trustee herein named, or of any successor trustee. Each such substitution shall be executed and acknowledged and notice thereof shall be given and proof made thereof in the manner provided by law.
10. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto named, their heirs, legatees, devisees, personal representatives, successors and assigns. All obligations of Grantor hereunder are joint and several. The term Beneficiary shall mean the holder and owner of the note secured hereby, including any pledgee, of the note secured hereby, and all rights held as a Secured Party as that term is defined by the Uniform Commercial Code. Any reference to singular shall include plural, and plural shall include singular. Any reference to gender shall include male, female, or neuter.
11. The rights of the Beneficiary are cumulative and any finding that any of them are unenforceable or contrary to law will not affect the remainder of such rights.
12. Trustee accepts the duties outlined herein when this Deed of Trust is duly executed, acknowledged and recorded as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust, or of any action in which the Grantor, Beneficiary, or Trustee shall be a party unless brought by Trustee.
13. This Deed of Trust shall be construed by the laws of the State of Idaho.
14. The Grantor requests notice of default and notice of sale to be mailed to them at the address shown above.

IN WITNESS WHEREOF, the Grantor hereunder executes this Deed of Trust on the date first written. If Grantor is a partnership, corporation, trustee or other such entity or individual, by so executing such Grantor warrants that the acts herein were done pursuant to authority held and all other necessary persons consented to such action.

** Kim Comin*
Kim Comin

Tod Comin
Tod Comin

DEED OF TRUST
Individual Acknowledgment

State of Idaho

SS.

County of Ada

On this ___ day of March, 2013, before me the undersigned, a Notary Public, in and for said State, personally appeared Kim Comin and Tod Comin, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

Notary Public: _____
Residing at: _____
My commission expires: _____

Stewart Title Company File Number: 01096-4508
Deed of Trust Page 4 of 7

Read and approved by Beneficiary _____

Rajaa Abolhasa/Notary
10606 Camino Ruiz, Suite 8
San Diego, CA 92126
Phone: 858-549-9999



*California notary is
attached*

RA

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 03/15/2013 before me, Rajaa Abolhosn, notary public,
(Here insert name and title of the officer)

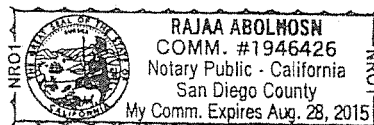
personally appeared Kim Comin and Tod Comin

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Rajaa Abolhosn
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Deed of trust

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 7 Document Date 03/15/13

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

REQUEST FOR RECONVEYANCE
(THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR
ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST)

_____, Idaho, this _____ day of _____, _____.

To Trustee:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to:

The undersigned hereby certifies that _____
the owner and holder of the debt mentioned in said deed of trust has been paid in full and that the same
has never been assigned or transferred.

Address _____ Telephone No. _____

BENEFICIARY

Read and approved by Beneficiary _____

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land being a portion of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) of Section 20, Township 6 North, Range 6 East, of the Boise Meridian, lying East of State Highway 21, Boise County, Idaho, and being that same parcel described in Warranty Deed, Instrument No. 210113, records of Boise County and being more particularly describes as follows:

Commencing at a brass cap marking the Northeast corner of said Section 20, Thence N89°49'44"W 1308.17 feet to an aluminum cap marking the Northeast corner of said NW1/4NE1/4, the POINT OF BEGINNING, from which the Northwest corner of the NW1/4NE1/4 lies N89°47'10"W 1308.14 feet; Thence along the Easterly boundary line of said NW1/4NE1/4, S00° 18'51"W 1311.58 feet to an aluminum cap marking the Southeast corner of said NW1/4NE1/4; Thence along the Southerly line of said NW1/4NE1/4, N89°45'06"W 630.49 feet to a point; Thence departing said Southerly boundary line, N01°25'44"E 270.33 feet (formerly N01°20'E 270 feet); Thence N34°58'38"E 211.07 feet (formerly N34°52'E 211 feet) to an iron pin; Thence N12°40'44"E 83.30 feet (formerly N12°38'30"E 83.29 feet) to an iron pipe; Thence S89°12'43"W 150.14 feet (formerly S89°80'30"W 151 .44 feet) to an iron pin lying on the Easterly right-of-way line of said State Highway 21; Thence continuing along said right-of-way line N10°05'27"E 442.62 feet to a point; Thence continuing along said right-of-way line, and along a tangent curve to the right a distance of 402.69 feet, said curve having a radius of 666.20 feet, a delta angle of 34° 37'59", being subtended by a long chord which bears N27°24'26"E 396.59 feet to the Northerly boundary line of said NW1/4NE1/4, witnessed by an iron pin which bears S89°47'10"E 115.00 feet; Thence departing said right-of-way line and along said Northerly boundary line, S89°47'10"E 381.67 feet to the POINT OF BEGINNING.

INITIAL  *

TOGETHER WITH AND SUBJECT TO THE FOLLOWING EASEMENTS:

A 60-foot wide ingress-egress-utility easement, being 30 feet right of and 30 feet left of the following described centerline and lying in said NW1/4NE1/4 being more particularly described as follows:

Commencing at a brass cap marking the Northeast corner of said Section 20, Thence N89°49'44"W 1308.17 feet to an aluminum Cap marking the Northeast corner of said NW1/4NE1/4; Thence along the Easterly boundary line of said NW1/4NE1/4, S00°:18'51"W 383.65 feet to an iron pin; Thence S81°25'49"W 590.24 feet to the Easterly right-of-way line of State Highway 21, marked with an iron pin; Thence along said right-of-way line S10°05'27"W 289.22 feet to an iron pin marking the POINT OF BEGINNING; Thence N89°12'43"E 150.28 feet; Thence along a tangent curve to the left a distance of 25.69 feet, said curve having a radius of 80.00 feet, a delta angle of 18°24'08" and being subtended by a long chord which bears N80°00'39"E 25.58 feet; Thence N70°48'35"E 85.94 feet; Thence along a tangent curve to the left a distance of 32.27 feet, said curve having a radius of 80.00 feet, a delta angle of 23°06'52", being subtended by a long chord which bears N59°15'09"E 32.06 feet to a point hereafter referred to as "POINT A"; Thence along a curve to the left a distance of 22.57 feet, said curve having a radius of 80.00 feet, a delta angle of 16°09'51", being subtended by a long chord which bears N39°36'48"E 22.49 feet; Thence N31°31'53"E 287.07 feet; Thence along a curve to the left a distance of 163.48 feet, said curve having a radius of 200.00 feet, a delta angle of 46°49'56, being subtended by a long chord which bears N08°

06'55"E 158.96 feet; Thence

N15°18'03"W 80.10 feet; Thence along a curve to the left a distance of 123.73 feet, said curve having a radius of 80.00 feet, a delta angle of 88°36'59", being subtended by a long chord which bears N59°

36'33"W 111.76 feet; Thence

S76°04'58"W 164.64 feet; Thence along a curve to the left a distance of 137.00 feet, said curve having a radius of 80 feet, a delta angle of 98°07'12", being subtended by a long chord which bears S27°01'22"W 120.86 feet; Thence

S22°02'14"E 150.72 feet; Thence along a curve to the right a distance of 179.11 feet, said curve having a radius of 200.00 feet, a delta angle of 51°18'42", being subtended by a long chord which bears S03°

37'07"W 173.19 feet; Thence

S29°16'28"W 129.38 feet to the POINT OF ENDING, with the right and left edges being lengthened or shortened to intersect the Northerly edge of the above described easement.

AND a 30-foot wide recreational and utility easement, being 15 feet right of and 15 feet left of the following described centerline lying in NW1/4NE1/4 being more particularly described as follows:

BEGINNING at the aforementioned "POINT A"; Thence along said centerline the following courses and distances:

S04°47'32"W 119.64 feet;

S22°07'30"W 74.34 feet;

S12°28'59"W 84.18 feet;

S13°15'41"W 86.88 feet;

S29°41'12"E 29.82 feet;

S73°50'58"E 110.64 feet;

N12°53'22"W 56.37 feet;

N51°26'06"E 77.41 feet;

S76°33'58"E 64.98 feet;

S16°37'01"E 44.55 feet;

S31°18'46"E 77.50 feet;

S60°08'59"E 60.04 feet;

S30°12'13"E 166.79 feet to an aluminum cap marking the Southeast corner of said NW1/4NE1/4 and the POINT OF ENDING of the above described easement, with the left and right edges being shortened to intersect the Southerly and Easterly boundary lines of said NW1/4NE1/4.

