

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

MAY 12 2011

DEPARTMENT OF
WATER RESOURCES

Notice of Change in Water Right Ownership

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?
45-7552A	Yes ☐		Yes ☐		Yes ☐
45-891	Yes ☐		Yes ☐		Yes ☐
45-7455	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Bruce B. Turner
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Kenny D. Koepnick
Name of each new owner as listed on the conveyance document
Tammera L Koepnick
New owner continued ☐ Name connector ☐ and ☐ or ☐ and/or

883 E. 500 S.
Mailing address
Declo ID 83323
City State ZIP
208-654-4172
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: 11-1-2008

6. 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.

SUPPORT DATA

IN FILE # 45-7455

7. Signature: [Signature] Title, if applicable: _____ Date: 5-11-11
Signature of new owner/claimant
Signature: Tammera L Koepnick Title, if applicable: _____ Date: 5-11-11
Signature of new owner/claimant

For IDWR Office Use Only:

Received by SB7 Date 5/12/2011 Receipt No. C093053 Receipt Amt. \$50-
Approved by _____ Processed by SW Date 5-30-11

WARRANTY DEED

CASSIA COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW
4:16:49 pm 10-30-2008 #45572
2008-006052
NO. PAGES: 2 FEE: \$6.00
LARRY A. NICKELSEN
COUNTY CLERK
DEPUTY: VIKI

For Value Received

THE BRUCE AND LILA TURNER FAMILY TRUST, dated October 29, 1996

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

KENNY D. KOEPNICK and TAMMERA L. KOEPNICK, husband and wife as community property with right of survivorship
Mailing Address: 579 South Meridian, Rupert, ID 83350

Hereinafter called the Grantee, the following described premises situated in Cassia County, Idaho, to-wit:

Lots 13, 14 and 15 in Block 3 of the Water Canyon Heights Subdivision, Cassia County, Idaho, as the same is platted in the official plat thereof, now of record in the office of the Recorder of said County.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2008 and subsequent years.

Restrictive Covenants of Water Canyon Heights Subdivision dated November 1, 1977 and recorded November 4, 1977 as Instrument No. 102653 on Film No. 112, records of Cassia County, Idaho.

Well, Water Storage, And License Agreement between Bruce B. Turner and Lila Turner, husband and wife, Pete Gutierrez and Juanita Gutierrez, husband and wife, Bradley Bandy and Terry Bandy, husband and wife and Max Turner and Maurine Turner, husband and wife, dated December 4, 1978 and recorded July 21, 1983 as Instrument No. 153595 on Film No. 158, records of Cassia County, Idaho.

Right-Of-Way Easement executed by Bruce B. Turner and Lila Harris Turner to The Mountain States Telephone and Telegraph Company, A Colorado corporation, dated June 5, 1985 and recorded August 12, 1985 as Instrument No. 171866 on Film No. 174, records of Cassia County, Idaho.

Effect of Quit Claim Deed, by and between, Cody Matthews and Jennifer Matthews, husband and wife, to The Bruce & Lila Turner Family Trust dated October 29, 1996, dated August 26, 2008 and recorded August 29, 2008 as Instrument No. 2008-004927, records of Cassia County, Idaho.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: October 30, 2008

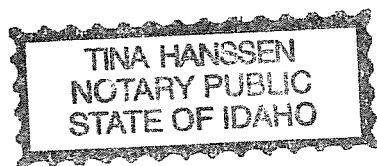
THE BRUCE AND LILA TURNER FAMILY TRUST
dated October 29, 1996

BY: Bruce B Turner
BRUCE B. TURNER, Trustee

BY: Lila Turner
LILA TURNER, Trustee

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 30th day of October, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Bruce B. Turner and Lila Turner, known or identified to me to be the persons whose names are subscribed to the within instrument as Trustees of the Bruce and Lila Turner Family Trust, and acknowledged to me that they executed the same as such Trustees.



Tina Hanssen
Notary Public
Residing at: Rupert, ID
My Commission expires: 05/07/09

WELL AGREEMENT

#45572

AGREEMENT made this 30th day of October, 2008 between THE
BRUCE & LILA TURNER FAMILY TRUST dated October 29, 1996 ("TURNER") and
KENNY D. KOEPNICK and TAMMERA L. KOEPNICK, husband and wife,
("KOEPNICK").

1. RECITALS:

(a) Turner owns certain lots in Water Canyon Heights Subdivision, Cassia County,
Idaho, and being a part of Sections 14 and 23, Township 11 South, Range 24 East, Boise
Meridian and such ownership for the purposes of this Agreement are identified as follows:

Turner – Lots 13, 14, 15, 16, 17, 18, 19, 20 and 21 of Block 3 of said
Subdivision.

(b) Marsha Moss owns Lot 10, Block 2 of said Subdivision, which receives water
from the well described in 1(c).

(c) There is a well, which is the subject matter of this Agreement, located on Lot
16 Block 3 of said Subdivision.

(d) Koepnick is purchasing Lots 13, 14 and 15 of Block 3 of said Subdivision from
Turner.

(e) The parties to this Agreement have agreed between themselves as to the use of
the well and for the construction of lines carrying the water to their parcels and such
Agreement is pursuant to the terms and conditions hereinafter set forth.

In consideration of the Recitals, the mutual promises herein contained and the
performance thereof, the parties agree as follows:

WELL AGREEMENT - 1

CASSIA COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW
4:22:53 pm 10-30-2008
2008-006054
NO. PAGES: 7 FEE: \$21.00
LARRY A. NICKELSEN
COUNTY CLERK
DEPUTY: VIKI

1 2. **WELL:** There is constructed on Lot 16, Block 3 of Water Canyon Heights
2 Subdivision a well, which well was drilled when the well under Water Agreement recorded as
3 Instrument No. 153595 records of Cassia County, Idaho went dry.

4 3. **COSTS, CHARGES AND EXPENSES:** The parties agree that all costs,
5 charges and expenses incurred in, about and upon the well and such costs, charges and
6 expenses shall be paid fifty percent (50%) by Koepnick and twenty-five percent (25%) by
7 Turner. Twenty-five percent (25%) shall be paid by Marsha Moss because of use and the prior
8 Agreement. All costs, charges and expenses, including the utility charges shall be paid in the
9 same ratio. Koepnick understands that should Marsha Moss not pay her respective percent of
10 the costs, charges and expenses, that Koepnick and Turner, or either of them, may take such
11 steps as shall be necessary to enforce or terminate the right to receive water from the well and
12 storage facility. The parties drawing water from the well may make the determination as to
13 what costs, charges and expenses are from time to time necessary. There is a contingent claim
14 of twenty-five percent (25%) as a result of a Well Agreement recorded as Instrument No.
15 153595 records of Cassia County, Idaho, as to Lot 9, Block 2 of Water Canyon Subdivision.
16 153595 records of Cassia County, Idaho, as to Lot 9, Block 2 of Water Canyon Subdivision.

17 4. **PERMISSIVE USE:** Marsha Moss has the right and permission to conduct
18 and divert water from the well over and across the parcels of land purchased by Koepnick
19 together with the necessary right of ingress and egress thereto for the purpose of construction,
20 maintenance and repair, as a result of the prior Agreement. It being the express intent and
21 purpose of this Agreement that the permissive use is hereby perpetually given for the
22 necessary facilities to divert the water to the property more particularly above described. The
23 necessary facilities to divert the water to the property more particularly above described. The
24 necessary facilities to divert the water to the property more particularly above described. The
25 necessary facilities to divert the water to the property more particularly above described. The
26 necessary facilities to divert the water to the property more particularly above described. The

1 parties have not particularly identified, by exact description, the location of the pipes and
2 apparatus but they are identified as being presently installed.

3 **5. TERM:** This Agreement shall continue until terminated by the requested
4 parties. Any party receiving water from the well may terminate its right to this Agreement at
5 any time, by recording written notice in the office of the County Recorder, County of Cassia,
6 State of Idaho, and delivering a copy to the other affected parties or their successors. Such
7 termination shall not in any manner affect the continued permissive use of the facilities that
8 may exist on the respective parcels for the benefit of other parcels, but shall only relieve the
9 terminating party of the obligation to make payments for costs, charges and expenses and the
10 right to receive water.
11

12 **6. BINDING EFFECT:** This Agreement shall be binding upon the parties, their
13 heirs, assigns, personal representatives, and the successors in interest of the respective parcels
14 as described in paragraphs 1(a), (b) and (d). The permissive use of the properties is revocable
15 but only upon the written consent of the owner of the lot for which the revocation is
16 applicable.
17

18 **7. AMENDMENT:** This Agreement may not be amended orally and may only be
19 amended by an instrument in writing signed by the parties or their successors in interest in
20 ownership in the parcels described in paragraph 6 above.
21

22 **8. UTILITY MEMBERSHIP:** The energy to operate the facility is currently
23 supplied by Southside Electric Company, Declo, ID. Any membership in Southside Electric
24 or any successor in interest company, or any other utility having a membership that may
25 control the energy that operates the equipment, may from time to time be held in the name of
26

1 one or more of the parties. If membership is held in the name of less than all of the parties
2 such holding shall be deemed to be in trust for the benefit of all of the parties to this
3 Agreement or their successors in interest in the respective lots. The parties shall pay the same
4 ratio as other costs of any membership or other charges of the utility company for the privilege
5 of receiving services. These charges shall be in the same proportion as the periodic charges
6 previously expressed in this Agreement.
7

8 **9. INTENT:** Koepnick and Turner agree to cooperate each with the other in
9 making and continuing to make the water distribution system operational. Each party agrees
10 from time to time to execute such other documents as may be necessary to carry out the
11 express intent of this Agreement. The parties shall attempt to have Marsha Moss become in
12 compliance with this Agreement since she receives water from the well.
13

14 **10. ATTORNEY FEES:** The prevailing party in any action brought under this
15 Agreement shall be entitled to a reasonable attorney's fee in addition to all other relief
16 awarded by the court.
17

18 **11. INDIVIDUAL CONNECTION:** The parties agree that only the costs and
19 expenses of maintenance of the well and mainline shall be shared as heretofore stated and that
20 individual hookups with various apparatus and equipment in individual residences shall be
21 paid for and maintained by each of the individual parties. The mainline is the pipe from the
22 well to the individual properties of the parties, and that facility which carries the common
23 water from its source.
24

25 **12. INDEMNITY:** Each party agrees to indemnify any other party to this
26 Agreement from any injuries to person or damage to property that may be caused by one of the

1 parties signatory to this Agreement. It being the express intent and purpose that because of the
2 jointness of the operation, nevertheless, each party shall hold the other harmless because of
3 individual acts. Any claim that arises because of the joint operation shall be shared equally by
4 the parties in the percentages elsewhere stated in this Agreement or as may be amended from
5 time to time as herein provided.

6
7 **13. WATER RIGHT:** Each party shall be deemed to have an undivided interest in
8 the water right and should it be that from time to time the water right must be in one or more
9 individual names, such individual or individuals shall be deemed Trustee for the remaining
10 beneficiary entitled to receive the water.

11 **14. EFFECT OF AGREEMENT:** The covenants and agreements herein
12 contained shall run with the land and shall be binding on and inure to the benefit of the parties
13 as further provided in paragraph 6 above.

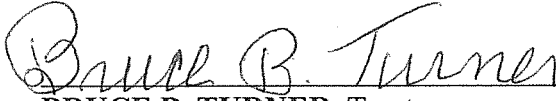
14
15 **15. REVOCATION:** The Well Agreement recorded as Instrument No. 153595
16 records of Cassia County is terminated as to the Lots therein described with the exception of
17 the contingent claim of the owner of Lot 9 Block 2 of Water Canyon Subdivision and Lot 10
18 in Block 2 of Water Canyon Subdivision.

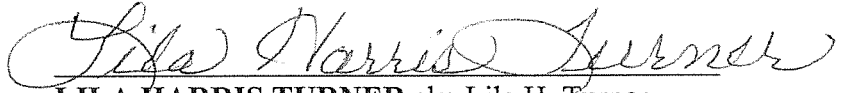
19 **16. EFFECTIVE DATE:** This Agreement will be effective when the purchase by
20 Koepnick from Turner closes and the Deed is recorded in the office of the Cassia County
21 Recorder.

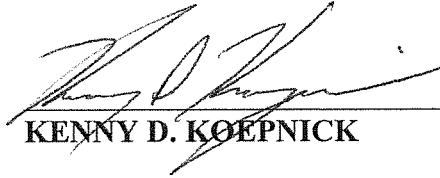
22
23 **IN WITNESS WHEREOF** the parties have executed this Agreement effective the day
24 and year first above written.

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THE BRUCE & LILA TURNER FAMILY TRUST


BRUCE B. TURNER, Trustee

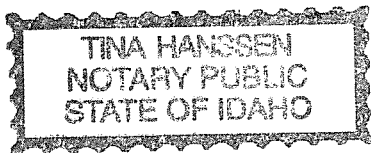

LILA HARRIS TURNER aka Lila H. Turner


KENNY D. KOEPNICK


TAMMERA L. KOEPNICK

STATE OF IDAHO)
) ss
County of Cassia)

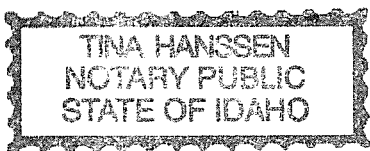
On this 30th day of October, in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared **BRUCE B. TURNER & LILA HARRIS TURNER** aka Lila H. Turner, known or identified to me to be the persons whose names are subscribed to the within instrument as the Trustees of The Bruce & Lila Turner Family Trust, and acknowledged to me that they subscribed their names as Trustees.



Tina Hansen
Notary Public for Idaho
Residing at: Rupert, ID
Comm. Exp.: 05/07/09

STATE OF IDAHO)
) ss
County of Cassia)

On this 30th day of October, in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared **KENNY D. KOEPNICK and TAMMERA L. KOEPNICK**, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Tina Hansen
Notary Public for Idaho
Residing at: Rupert, ID
Comm. Exp.: 05/07/09

(TurnerBruce\WellAgreement2.doc)

8/01/08

PA0410 - PARCEL MASTER INQUIRY

09:08:07

PARCEL: RP 00026003014C A

F9=MS
F17=DD

TURNER, BRUCE & LILA, FAM TR

*TREND -

LEGAL DESCRIPTION

WATER CANYON HEIGHTS
LOTS 14-20, T 8656 LESS T 8655
IN BLK 3 +

883 EAST 500 SOUTH

WATER CANYON DRIVE

DECLO ID 83323

CODE AREA 10-0000 OWNER CD

PARC TYPE LOC CODE

EFFDATE 5082007 EXPDATE

PREV PARCEL RP00026003014BA

CAT	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
18	2007	15450	AC	18101				

TOTALS

15450

18101

ENTER NEXT PARCEL NUMBER RP A

FKeys: F2=TX F3=Exit F6=Nm F7=LG
F8=CT F13=TM F18=HS F20=SrcH

8/01/08

PAO410 - PARCEL MASTER INQUIRY

09:07:53

PARCEL: RP 000260030130 A

F12=RC F14=HO

F17=DD F19=SP

*TREND

LEGAL DESCRIPTION

TURNER, BRUCE & LILA, FAM TR

WATER CANYON HEIGHTS SUB

LOT 13 BLK 3

HOME

883 EAST 500 SOUTH

WATER CANYON DRIVE

DECLO

ID 83323

CODE AREA 29-0000 OWNER CD

PARC TYPE LOC CODE

EFFDATE 1012003 EXPDATE

500 SO 875 EAST

83323

PREV PARCEL RP000260030130T

CAT	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
15	2008	4650	AC	34980	7590	2925		
32	2008			39297				
37	2008			254356	254356	98013		

TOTALS

4650

328633

261946

100938

ENTER NEXT PARCEL NUMBER RP A

FKeys: F2=TX F3=Exit

F6=NM

F7=LG

F8=CT

F13=TM

F18=HS

F20=SrcH

CASSIA COUNTY

RECORDED FOR:
LAND TITLE AND ESCROW
2:00:56 pm 01-12-2009

2009-000123

10. PAGES: 3 FEE: \$9.00

LARRY A. NICKELSEN
COUNTY CLERK

DEPUTY: VIKI

WARRANTY DEED

45891

2 THIS INDENTURE, made this 8th day of January, 2009, between BRUCE B.
3 TURNER and LILA TURNER, Trustees of the BRUCE & LILA TURNER FAMILY TRUST
4 dated October 29, 1996, of 1046 North Sherrington, Eagle, Idaho 83616, ("Grantors"), and
5 KENNY D. KOEPNICK and TAMMERA L. KOEPNICK, husband and wife, of 883 East 500
6 South, Declo, Idaho 83323, ("Grantees").
7

WITNESSETH:

8
9 The Grantors for and in consideration of the sum of Ten Dollars (\$10.00), lawful
10 money of the United States of America, and other good and valuable consideration, to the Grantors
11 in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have granted,
12 bargained, and sold and by these presents do grant, bargain and sell, convey and confirm unto the
13 Grantees, and to their heirs and assigns of Grantees forever, all of the following described real
14 estate situated in the County of Cassia, State of Idaho, to-wit:
15

16 See Exhibit "A" attached hereto and by this reference made a part
17 hereof.

18 SUBJECT TO: Right-of-ways of record, Restrictive Covenants of
19 Water Canyon Heights Subdivision dated November 1, 1977 and
20 recorded as Instrument Number 102653, records of Cassia County,
21 Idaho; easement to Mountain States Telephone and Telegraph
22 Company; a Quitclaim Deed by Mark L. Darrington and Verla
23 Darrington, recorded as Instrument Number 2008-006051 and Well
Agreement dated October 29, 1996, recorded as Instrument
Number 2008-006054, records of Cassia County, Idaho, and
subject to taxes, levies and assessments.

24 TOGETHER with all and singular the tenements, hereditaments and appurtenances
25 thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and
26 remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to said

property as well in law as in equity of the Grantors.

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises,
together with appurtenances unto the Grantees and to their heirs and assigns of Grantees forever.

The Grantors shall and will warrant and by these presents will forever defend the said
premises in the quiet and peaceable possession of the Grantees, and their heirs and assigns of
Grantees against all and every person and persons whom ever lawfully claiming the same, except
as aforesaid.

IN WITNESS WHEREOF, the Grantors have executed this Warranty Deed the day
and year first above written.

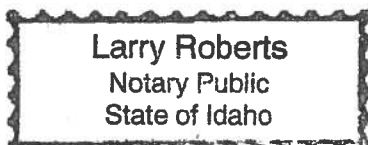
BRUCE & LILA TURNER FAMILY TRUST

By: Bruce B Turner
BRUCE B. TURNER
Trustee

By: Lila Turner
LILA TURNER
Trustee

STATE OF IDAHO)
) ss.
County of Cassia)

On this 8th day of January, in the year 2009, before me, the undersigned, a Notary
Public in and for said State, personally appeared BRUCE B. TURNER and LILA TURNER,
known or identified to me to be the Trustees of the BRUCE & LILA TURNER FAMILY TRUST,
and the Trustees who subscribed said Trust name to the foregoing instrument, and acknowledged
to me that they executed the same in said Trust name.



Larry Roberts
Notary Public for Idaho
Residing at Burley, ID
My Commission expires on 4-30-09.

PARCEL NO. 1:

Lots 16 through 21 in Block 3 of the Water Canyon Heights Subdivision, Cassia County, Idaho, as the same is platted in the official plat thereof, now of record in the office of the Recorder of said County, located in Sections 14 and 23 of Township 11 South, Range 24 East of the Boise Meridian, **SAVE AND EXCEPT** the following described parcel of land:

TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 14 & 23: A portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 23, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 14, more particularly described as follows:

Beginning at the Northwest corner of said Section 23; Thence North 42°16'38" East a distance of 25.756m (84.50 feet) to a point on the existing Northeasterly right of way of SH-77 (recorded) and being 8.695m (28.53 feet) left of station 367+37.837 as shown on the center line survey for Highway Project No. STP-2841(101); Thence North 80°43'23" East a distance of 2.819m (9.25 feet) to a point being 5.880m (19.29 feet) left of station 367+37.695 of said survey and being the TRUE POINT OF BEGINNING;

Thence along the Southerly right of way of Water Canyon Road on a curve to the left having a radius of 272.979m (895.60 feet) a delta angle of 26°55'39" a long chord bearing of North 80°02'02" East and a chord distance of 127.115m (417.04 feet) to a point being 121.130m (397.40 feet) right of station 367+32.297 of said survey;

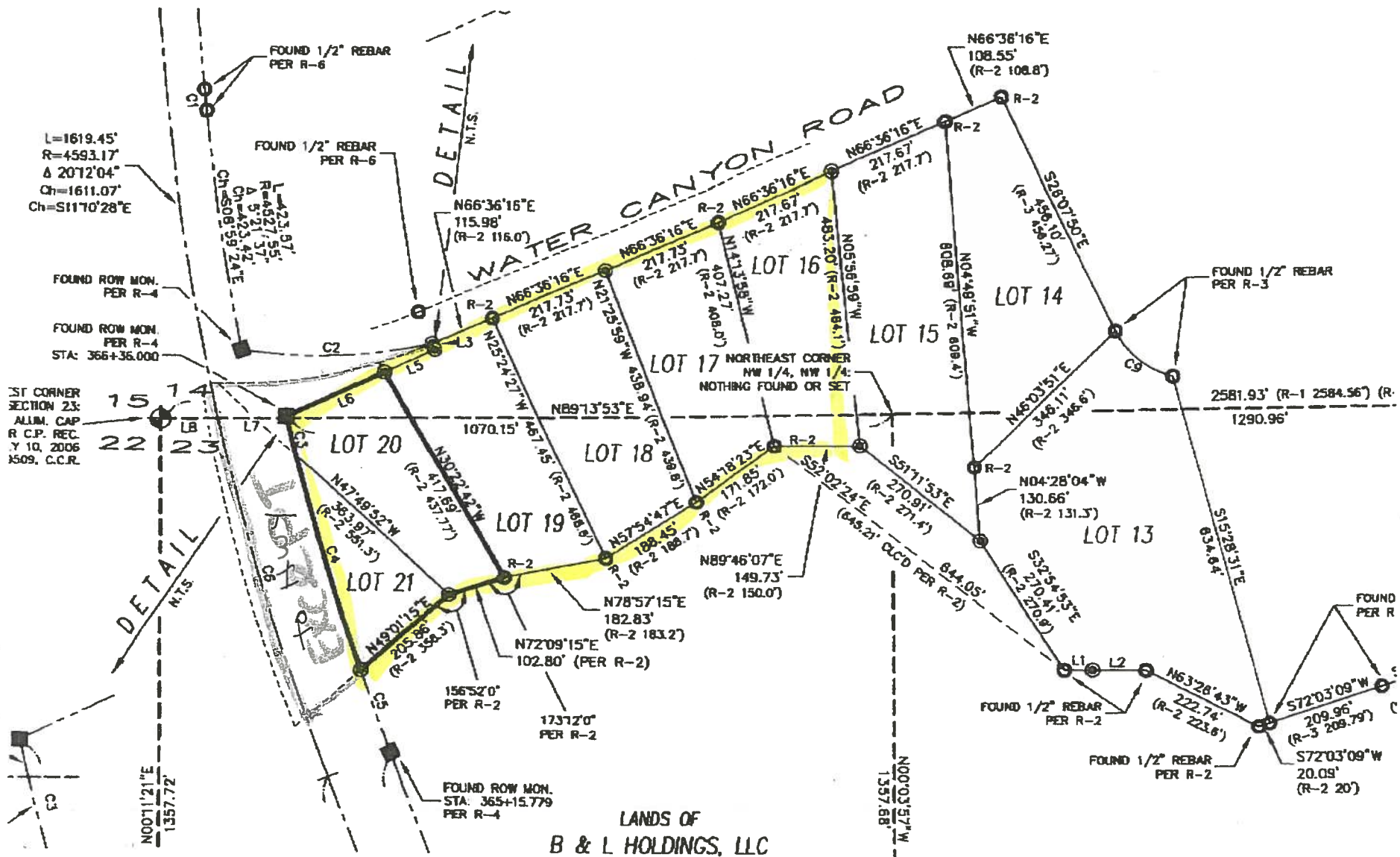
Thence South 23°25'47" East a distance of 3.651m (11.98 feet) to a point being 121.823m (399.68 feet) right of station 367+28.372 of said survey;

Thence South 65°32'47" West a distance of 87.581m (287.34 feet) to a point being 36.000m (118.11 feet) right of station 367+09.861 of said survey;

Thence along a curve to the left having a radius of 1364.000m (4475.06 feet) a delta angle of 2°59'05" a long chord bearing of South 16°19'14" East and a chord distance of 142.413m (467.23 feet) to a point being 36.000m (118.11 feet) right of station 365+63.624 of said survey;

Thence South 48°53'48" West a distance of 46.522m (152.63 feet) to a point on the existing right of way of SH-77 (measured) and being 7.304m (23.96 feet) left of station 365+46.443 of said survey;

Thence along the said Northeasterly right of way SH-77 (measured) on a curve to the right having a radius of 861.063m (2825.00 feet) a delta angle of 12°48'11" a long chord bearing of North 15°40'43" West and a chord distance of 192.008m (629.95 feet) to the TRUE POINT OF BEGINNING.



Parcel No. 1

Lots 16 through 21 in Block 3 of the Water Canyon Heights Subdivision, Cassia County, Idaho, as the same is platted in the official plat thereof, now of record in the office of the Recorder of said County, located in Sections 14 and 23 of Township 11 South, Range 24 East of the Boise Meridian, **SAVE AND EXCEPT** the following described parcel of land:

TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 14 & 23: A portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 23, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 14, more particularly described as follows:

Beginning at the Northwest corner of said Section 23; Thence North 42°16'38" East a distance of 25.756m (84.50 feet) to a point on the existing Northeasterly right of way of SH-77 (recorded) and being 8.695m (28.53 feet) left of station 367+37.837 as shown on the center line survey for Highway Project No. STP-2841(101); Thence North 80°43'23" East a distance of 2.819m (9.25 feet) to a point being 5.880m (19.29 feet) left of station 367+37.695 of said survey and being the TRUE POINT OF BEGINNING;

Thence along the Southerly right of way of Water Canyon Road on a curve to the left having a radius of 272.979m (895.60 feet) a delta angle of 26°55'39" a long chord bearing of North 80°02'02" East and a chord distance of 127.115m (417.04 feet) to a point being 121.130m (397.40 feet) right of station 367+32.297 of said survey;

Thence South 23°25'47" East a distance of 3.651m (11.98 feet) to a point being 121.823m (399.68 feet) right of station 367+28.372 of said survey;

Thence South 65°32'47" West a distance of 87.581m (287.34 feet) to a point being 36.000m (118.11 feet) right of station 367+09.861 of said survey;

Thence along a curve to the left having a radius of 1364.000m (4475.06 feet) a delta angle of 2°59'05" a long chord bearing of South 16°19'14" East and a chord distance of 142.413m (467.23 feet) to a point being 36.000m (118.11 feet) right of station 365+63.624 of said survey;

Thence South 48°53'48" West a distance of 46.522m (152.63 feet) to a point on the existing right of way of SH-77 (measured) and being 7.304m (23.96 feet) left of station 365+46.443 of said survey;

Thence along the said Northeasterly right of way SH-77 (measured) on a curve to the right having a radius of 861.063m (2825.00 feet) a delta angle of 12°48'11" a long chord bearing of North 15°40'43" West and a chord distance of 192.008m (629.95 feet) to the TRUE POINT OF BEGINNING.