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Form 1-222
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(Internet)

WATER RESOURCES
WESTERN REGIONPage 1 of STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 74001

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

JAMIE R. Timmery L Perez MO 1/19/07

Name of applicant Eisenman Family Trust Phone 208 573-3242
888-621-9897

Post Office address 2988 So. Owyhee St Boise ID 83706

A. PURPOSE OF TRANSFER 1901 S. Ten Mile Road Kuna ID 83634

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other
2. Describe the reason for the proposed changes we are splitting 240 Acres into 7 Lots and leave approx 1/4 the water rights w/ each parcel

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number 61-11965 Priority 12-16-1975 Amount (cfs/ac-ft) .1 cfs Nature of Use irrigation Period of Use 3/15 to 11/15
2. Total amount of water being transferred .1 cfs cubic feet per second and/or 22.5 acre-feet per annum.
3. Source of water WELL - Ground water tributary to N/A
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
1	N 1/2	SE 1/4	SW 1/4	23	2S	4E	EMORE	

5. Lands irrigated or place of use: SEE ATTACHED Legal Description For Parcel 2

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
2S	4E	23												19.6					5 19.6

6/15/07 ME

5 Acres within 19.6 Acre Permissible Place of Use Total acres 5 19.6

PART 1

6. General Information:

a. Description of diversion system Domestic well

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes X No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
1/4 of the land will be irrigated and 3/4 will be Dry land.

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____
And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19____.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 61-11965 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☒ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water Ground water tributary to _____

4. Date or priority 12-16-1975

5. Water is used for the following purpose:

amount 2.12 for irrigation purposes from 3/15 to 11/15
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 2,120 cubic feet per second and/or 477 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	NW 1/4	SE 1/4	SE 1/4	23	2S	4E	ELMORE	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
2S	4E	23													26.5	26.5	26.5	26.5	106

Total acres 106

9. Describe any other water rights used for the same purpose as described above _____

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

NO

If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 0.1 CFS for irrigation purposes from 12/15 to 11/15
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
1	W 1/2	SE 1/4	SW 1/4	23	25	4E	Elmore	

3. Lands irrigated or place of use: See Attachment for parcel 1

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
25	4E	23																	5

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount 2.02 CFS for irrigation purposes from 03/15 to 11/15
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	NE 1/4	SE 1/4	SE 1/4	23	25	4E	Elmore	

3. Lands irrigated or place of use: See Attachment for LOT 1

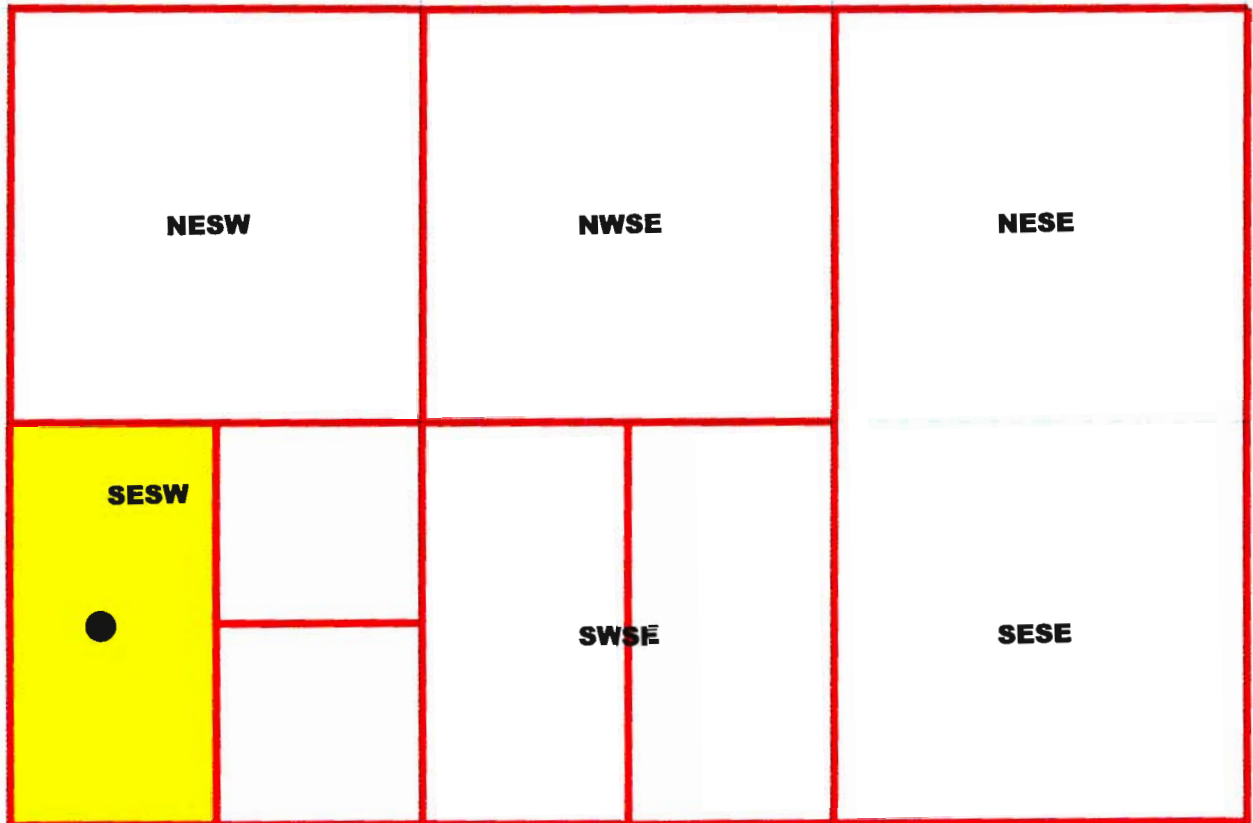
Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
23	25	4E																	101

Total acres _____

Page 5 of 8

T2S R4E S23

ME
6/15/07



Page 7 of 8

Transfer No. _____

PART 3**B. CHANGES IN NATURE OF USE**

1	<u>New Nature of Use</u>	<u>Amount</u> (cfs/ac-ft)	<u>Hours/days/year</u>	<u>Period of Use</u>
				to _____
				to _____

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

DANIEL FEDYSZYN

Notary Public

Subscribed and sworn to before me this _____

(Signature of Applicant)

day of _____

2007

(Notary Public)

My commission expires 9-29-2012**FOR DEPARTMENT USE ONLY**

Transfer contains _____ pages and _____ attachments

Received by _____ Date _____ Protest filed by _____

Prelim. check by _____ Fee _____

Receipted by _____ Date _____

Published in _____ Copies of protest forwarded by _____

Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

PART 3**B. CHANGES IN NATURE OF USE**

1	<u>New Nature of Use</u>	<u>Amount</u> (cfs/ac-ft)	<u>Hours/days/year</u>	<u>Period of Use</u>
	<u>NONE</u>			_____ to _____
				_____ to _____

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

NONE

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Sabrina L. Cienina
(Signature of Applicant)

Subscribed and sworn to before me this 3rd day of November, 2005

David Webb
(Notary Public)

My commission expires 4/29/2011

DAVID WEBB
Notary Public
State of Idaho

FOR DEPARTMENT USE ONLY

Transfer contains 8 pages and 4 attachments

Received by _____ Date _____ Protest filed by _____

Prelim. check by DAN Fee \$100.00 W035707

Received by DAN Date 8-3-2007

Published in _____ Copies of protest forwarded by _____

Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____



Colleen Marks, L.S. 7045 • 6405 Ustick Road • Boise, Idaho 83704

Phone: (208) 378-7703 • Fax: (208) 378-7759 • Email: marksls@velocity.net

78 1/2 ACS

PARCEL 1

A parcel of land being the W1/2 SE1/4 SW1/4 of Section 23, T.2S., R.4E., Boise Meridian, Elmore County, Idaho, said parcel being more particularly described as follows:

Commencing at a found 5/8" iron pin marking the Section Corner common to Sections 22, 23, 26, and 27, T.2S., R.4E., Boise Meridian, Elmore County, Idaho, said pin bears S.00°16'54"W. 2640.46 feet from a set 5/8" iron pin marking the W1/4 Corner of said Section 23; thence S.89°50'45"E. 1321.62 feet along the south boundary of the said SW1/4 of Section 23 and the centerline of Harper Road to a set 5/8" iron pin marking the W1/16 Corner common to said Sections 23 and 26; thence N.00°14'52"E. 30.00 feet along the west boundary of the said W1/2 SE1/4 SW1/4 of Section 23 to a point lying along the northerly right of way of said Harper Road, said point bears S.00°14'52"W. 20.00 feet from a set 1/2" iron pin, said point also marking the REAL POINT OF BEGINNING;

thence continuing, N.00°14'52"E. 1289.32 feet along the said west boundary of the W1/2 SE1/4 SW1/4 of Section 23 to a set 5/8" iron pin marking the SW1/16 Corner of said Section 23;

thence S.89°48'23"E. 660.42 feet along the north boundary of the said W1/2 SE1/4 SW1/4 of Section 23 to a set 1/2" iron pin marking the NE Corner of the said W1/2 SE1/4 SW1/4 said Section 23;

thence S.00°13'51"W. 1288.87 feet along the east boundary of the said W1/2 SE1/4 SW1/4 of Section 23 to a point lying along the said northerly right of way of Harper Road, said point bears S.00°13'51"W. 20.00 feet from a set 1/2" iron pin;

thence N.89°50'45"W. 660.80 feet along the said northerly right of way of Harper Road to the point of beginning, containing 19.55 acres, more or less.

SUBJECT TO:

Any easements or rights of way of record or in use.

ATTACHMENT A-1
~~**ATTACHMENT H**~~

Section 23 Parcel 1



Colleen Marks

Parcel 1

RE-31 Purchase and Sale Agreement for Vacant Land Page 2 of 6 JULY 2005 EDITION

PROPERTY ADDRESS: Parcel 1 Mountain Home, 9810635

D. ADDITIONAL FINANCIAL TERMS:

Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

E. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing, in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference between the approximate balance of the loan(s) shown above, which are to be assumed or taken subject to, and the actual balance of said loan(s) at closing of escrow shall be adjusted in ☒ Cash ☐ Other.

4. OTHER TERMS AND/OR CONDITIONS: If property does not close the Five hundred dollars (\$500.00) becomes non-refundable.

5. "NOT APPLICABLE DEFINED:" The letters "N/A," "N.A.," "N.A.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to this agreement or transaction herein.

6. INSPECTION: BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- A. **SIZE:** Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)
- B. **LINE AND BOUNDARIES:** Property line and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
- C. **ZONING AND LAND USE:** Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, regulations, initiatives, votes, applications and permits affecting the current use of the property. BUYER'S intended use of the property. Future development, zoning, building, site, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
- D. **UTILITIES AND SERVICE:** Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, water, electricity, gas, telephone, cable TV and drainage.
- E. **UTILITIES, IMPROVEMENTS & OTHER RIGHTS:** SELLER represents that the property does have the following utilities, improvements, services and other rights available (describe availability): Power, 5 inches of irrigation water rights out of buyers well.
- F. **HAZARDOUS MATERIALS:** The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the property inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the property that are not contained in this Agreement or in any disclosure statements.
- G. **TAX LIABILITY:** THE BUYER AND SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER'S or SELLER'S tax liability.

BUYER chooses ☒ to have inspection ☐ not to have inspection. If BUYER chooses not to have inspection skip the remainder of section 6. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 10 business days of acceptance, complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire property. BUYER'S acceptance of the condition of the property is a contingency of this Agreement.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent question(s) of written inspection reports. SELLER shall have 10 business day(s) in which to respond in writing. The SELLER, at their option, may correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items called for in the BUYERS letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYER'S inspection contingency.

BUYER'S Initials J.P. & J.P. Date 2/7/06 SELLER'S Initials () Date ()

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ATTACHMENT B

06-105

WARRANTY DEED

FOR VALUE RECEIVED

Juniper Station Farm, LP

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Jamie R. Perez and Timmery L. Perez, husband and wife

GRANTEE(S), whose current address is: 1901 S. Ten Mile Rd. Kuna, ID 83634
the following described real property in Elmore County, State of Idaho,
more particularly described as follows, to wit:

(See Attached)

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever, except those of record.

Dated: February 6, 2006

Juniper Station Farm LP
Juniper Station Farm, LP

Patricia L. Eisenman partner

STATE OF Idaho)
COUNTY OF)

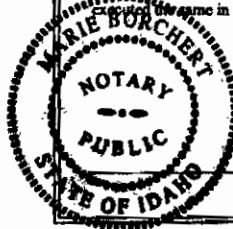
On this 21 day of February
in the year 2006, before me, a Notary Public, personally
appeared Patricia L. Eisenman known
or identified to me to be (one of) the partner(s) in the partnership
of Juniper Station Farm, LP
and the partner(s) who subscribed said partnership name to the
forbearing instrument, and acknowledged to me that he/she/they
executed the same in said partnership name.

Signature: Marie Borchert

Residing at:

Comm. Exp: Residing at Mountain Home, Idaho
My Commission Expires 05-18-11

Instrument # 373623
Elmore County, Idaho
04:27pm Feb. 21, 2006
For: GUARANTY TITLE INC
No. of Pages: 2 Fee: \$6.00
GAIL L. BEST, Recorder
Deputy: DLE



ATTACHMENT C-1

LEGAL DESCRIPTION

A parcel of land being a portion of the W1/2SE1/4SW1/4 of Section 23, Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho, said parcel being more particularly described as follows:

Commencing at a found 5/8" iron pin marking the Section Corner common to Sections 22, 23, 26, and 27, Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho, said pin bears South 00°16'54" West 2640.46 feet from a set 5/8" iron pin marking the W1/4 Corner of said Section 23;
thence South 89°50'45" East 1321.62 feet along the south boundary of the said SW1/4 Section 23 and the centerline of Harper Road to a set 5/8" iron pin marking the W1/16 Corner common to said Sections 23 and 26;
thence North 00°14'52" East 30.00 feet along the west boundary of the said W1/2SE1/4SW1/4 of Section 23 to a point lying along the northerly right of way of said Harper Road, said point bears South 00°14'52" West 20.00 feet from a set 1/2" iron pin, said point also marking the Real Point of Beginning;

thence continuing, North 00°14'52" East 1289.32 feet along the said west boundary of the W1/2SE1/4SW1/4 of Section 23 to a set 5/8" iron pin marking the SW1/16 Corner of the said Section 23;

thence South 89°48'23" East 660.42 feet along the north boundary of the said W1/2SE1/4SW1/4 of Section 23 to a set 1/2" iron pin marking the NE Corner of the said W1/2SE1/4SW1/4 said Section 23;

thence South 00°13'51" West 1288.87 feet along the east boundary of the said W1/2SE1/4SW1/4 of Section 23 to a point lying along the said northerly right of way of Harper Road, said point bears South 00°13'51" West 20.00 feet from a set 1/2" iron pin;

thence North 89°50'45" West 660.80 feet along the said northerly right of way of Harper Road to the Point of Beginning.

SUBJECT TO:

Any easements or rights of way of record or in use.

06-109

THIS DEED REPLACES INSTRUMENT NUMBER 373623

WARRANTY DEED

FOR VALUE RECEIVED
 Juniper Station Farm, LP

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
 Jamie R. Perez and Timmery L. Perez, husband and wife

GRANTEE(S), whose current address is: 1901 S. Ten Mile Rd. Kuna, ID 83634
 the following described real property in Elmore County, State of Idaho,
 more particularly described as follows, to wit:

(See Attached)

Together with 5 inches of water rights from 61-11965

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to end with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever, except those of record.

Dated: August 1, 2007

Juniper Station Farm, LP
 Juniper Station Farm, LP

Patricia L. Eisenman, partner
 Patricia L. Eisenman, partner

STATE OF Idaho)
 COUNTY OF Elmore)

On this 2nd day of August
 in the year 2007, before me a Notary Public, personally
 appeared Patricia L. Eisenman
 known or identified to me to be one of the partners in the limited
 partnership of Juniper Station Farm LP
 and the partner or one of the partners who subscribed said limited
 partnership name to the foregoing instrument, and acknowledged
 to me that he/she/they executed the same in said limited
 partnership name.

Signature: *Sherry A. Reymont*
 Residing at: *in Here*
 Comm. Exp: *12-27-11*



Instrument # 389922
 Elmore County, Idaho
 03:01pm Aug. 03, 2007
 For: GUARANTY TITLE INC
 No. of Pages: 2 Fee: \$6.00
 MARSA GRIMMETT, Recorder
 Deputy: DLE

ATTACHMENT D -1

CASE NO.: 06-109

LEGAL DESCRIPTION

A parcel of land being a portion of the W1/2SE1/4SW1/4 of Section 23, Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho, said parcel being more particularly described as follows:

Commencing at a found 5/8" iron pin marking the Section Corner common to Sections 22, 23, 26, and 27, Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho, said pin bears South 00°16'54" West 2640.46 feet from a set 5/8" iron pin marking the W1/4 Corner of said Section 23;

thence South 89°50'45" East 1321.62 feet along the south boundary of the said SW1/4 Section 23 and the centerline of Harper Road to a set 5/8" iron pin marking the W1/16 Corner common to said Sections 23 and 26;

thence North 00°14'52" East 30.00 feet along the west boundary of the said W1/2SE1/4SW1/4 of Section 23 to a point lying along the northerly right of way of said Harper Road, said point bears South 00°14'52" West 20.00 feet from a set 1/2" iron pin, said point also marking the Real Point of Beginning;

thence continuing, North 00°14'52" East 1289.32 feet along the said west boundary of the W1/2SE1/4SW1/4 of Section 23 to a set 5/8" iron pin marking the SW1/16 Corner of the said Section 23;

thence South 89°48'23" East 660.42 feet along the north boundary of the said W1/2SE1/4SW1/4 of Section 23 to a set 1/2" iron pin marking the NE Corner of the said W1/2SE1/4SW1/4 said Section 23;

thence South 00°13'51" West 1288.87 feet along the east boundary of the said W1/2SE1/4SW1/4 of Section 23 to a point lying along the said northerly right of way of Harper Road, said point bears South 00°13'51" West 20.00 feet from a set 1/2" iron pin;

thence North 89°50'45" West 660.80 feet along the said northerly right of way of Harper Road to the Point of Beginning.

SUBJECT TO:

Any easements or rights of way of record or in use.

ATTACHMENT D-2