This instrument prepared by and return to: Kerry M. Wilson, Esq. PETERSON & MYERS, P.A. P. O. Drawer 7608 Winter Haven, FL 33883-7608 INSTR # 2009010607
BK 07801 PGS 0343-0364 PG(s)22
RECORDED 01/22/2009 03:22:03 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
DEED DOC 0.70
RECORDING FEES 188.50
RECORDED BY L Rutledge

(The above space reserved for recording information)

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (the "Agreement") is made and entered into by and between H. R. BAXTER & SONS ENTERPRISES, INC., a Florida corporation, the address of which is 5754 S.R. 542 W., Suite 4, Winter Haven, FL 33880-5104 ("Baxter"), IVEY GROVES, LTD., a Florida limited partnership, the address of which is 2220 Boggy Creek Road, Kissimmee, FL 34744 ("Ivey"), MICAH F.R. McCORKLE and JOANNE M. McCORKLE, whose address is 2450 Cypress Parkway, Haines City, FL 33844-8018 ("McCorkle"), WINONA D. LOWRIMORE, whose address is 8308 18th Avenue East, Palmetto, FL 34221-8817 ("Lowrimore"), TCM LAND HOLDINGS, LLC, a Florida limited liability company, the address of which is 5754 S.R. 542 W., Suite 4, Winter Haven, FL 33880-5104 ("TCM"), DANA McLEAN VENRICK, whose address is 35 Spring Glen Drive, Debary, FL 32713-2510 ("Dana Venrick"), NORA LOUELLA VENRICK, whose address is P. O. Box 1884, Winter Haven, FL 33883 ("Nora Venrick"), and REED E. VENRICK, whose address is 5004 East Fowler Avenue #225, Tampa, FL 33559 ("Reed Venrick").

WHEREAS, Baxter is the owner of that real property located in Polk County, Florida, more particularly described on <u>Schedule "A"</u> attached hereto (the "Baxter Property"); and

WHEREAS, Ivey is the owner of that real property located in Polk County, Florida, more particularly described on <u>Schedule "B"</u> attached hereto (the "Ivey Property"); and

WHEREAS, McCorkle is the owner of that real property located in Polk County, Florida, more particularly described on <u>Schedule "C"</u> attached hereto (the "McCorkle Property"); and

WHEREAS, Lowrimore is the owner of that real property located in Polk County, Florida, more particularly described on <u>Schedule "D"</u> attached hereto (the "Lowrimore Property"); and

WHEREAS, TCM is the owner of that real property located in Polk County, Florida, more particularly described on <u>Schedule "E"</u> attached hereto (the "TCM Property"); and

WHEREAS, Dana Venrick is the owner of that real property located in Polk County, Florida, more particularly described on <u>Schedule "F"</u> attached hereto (the "Dana Venrick Property"); and

WHEREAS, Nora Venrick is the owner of that real property located in Polk County, Florida, more particularly described on <u>Schedule "G"</u> attached hereto (the "Nora Venrick Property"); and

WHEREAS, Reed Venrick is the owner of that real property located in Polk County, Florida, more particularly described on Schedule "H" attached hereto (the "Reed Venrick Property"); and

WHEREAS, each of the parties wish to establish easements for ingress, egress and utilities (as more particularly described below) over and across portions of each of their respective properties within the area more particularly described on Schedule "I" attached hereto (the "Easement Parcel"); and

WHEREAS, the parties wish to provide for the eventual dedication of the Easement Parcel for public use.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- Recitals. The statements set forth above are true and correct and are incorporated herein by reference.
- Easements for Roadway and Utilities. For valuable consideration, each of the parties do hereby establish, create, impress, impose, grant and convey in favor of each other, for the joint and mutual benefit of their respective properties described above, the following non-exclusive easements (collectively, the "Easement"):
- An easement for access, ingress and egress purposes over and across the Easement Parcel providing ingress and egress to and from the Baxter Property, the Ivey Property, the McCorkle Property, the Lowrimore Property, the TCM Property, the Dana Venrick Property, the Nora Venrick Property and the Reed Venrick Property.
- An easement over, across, under and through the Easement Parcel for public utilities, including, without limitation, sanitary sewer, storm sewer, potable and non-potable water, telephone, cable television, electricity and any other public utilities to and for the benefit of the Baxter Property, the Ivey Property, the McCorkle Property, the Lowrimore Property, the TCM Property, the Dana Venrick Property, the Nora Venrick Property and the Reed Venrick Property.
- Public Dedications. At such time as a party desires to dedicate that portion of the Easement Parcel owned by that particular party to Polk County or another governmental entity having jurisdiction over such property for public use, and such governmental entity agrees to accept such dedication, all other parties agree to join in such dedication, thereby releasing the easement rights granted to all parties hereby as to that particular portion of the Easement Parcel and the related public use. The parties agree to execute such documents as may be required by the applicable governmental entity accepting the dedication and any costs incurred in connection therewith shall be borne by the party or parties who requested the dedication. Nothing herein shall prohibit any party or parties from dedicating their respective portion of the Easement Parcel without requiring the governmental entity to accept a dedication of the respective portion or portions of the Easement Parcel owned by other parties hereto.
- Construction and Maintenance. By their execution of this Agreement alone, no party hereto has agreed to construct any roadway or utilities on the Easement Parcel or be responsible for any portion of such construction costs or the later maintenance thereof. Some or all of the parties may provide for such matters by separate written agreement(s).

- 5. <u>Compliance With Laws</u>. With respect to the utilization of the Easement granted by this Agreement, the parties shall comply with all applicable federal, state and county laws, ordinances, rules and regulations. In connection with any road construction which may be undertaken by a party within the Easement Area, the party commencing same shall construct the road according to all applicable state and local governmental laws, ordinances, rules and regulations, standards, permits and requirements.
- 6. <u>Enforcement</u>. The parties hereto shall have the right to enforce the duties and obligations set forth herein by such legal proceedings in law or in equity, including the right to specifically enforce the rights under this Agreement. In the event of any legal or equitable proceedings for the enforcement of or to restrain the violation of this Agreement or any provision hereof, the losing party or parties shall pay the reasonable attorneys' fees and court costs of the prevailing party or parties, in such amount as may be fixed by the Court in such proceedings, including all appellate proceedings.
- 7. <u>Indemnification</u>. No party shall have any right (and hereby specifically waives any such right) to sue any other party for damages to persons or property sustained in connection with a party's use and utilization of the easement granted hereby (or such party's guests, agents, employees or invitees use of same); and each party hereby agrees to save, indemnify and hold harmless each of the other parties hereto from and against any and all claims for such damages, including all costs associated with the defense of any such claims, including reasonable attorney's fees incurred before trial, in connection with trial and in connection with appellate proceedings.
- 8. Easements and Agreements Run With The Land. The covenants, conditions and agreements contained herein are intended to be covenants which run with the land for the benefit of and as a burden upon the Baxter Property, the Ivey Property, the McCorkle Property, the Lowrimore Property, the TCM Property, the Dana Venrick Property, the Nora Venrick Property and the Reed Venrick Property, as applicable, and are intended to be binding upon and for the benefit of the parties hereto and their respective successors and assigns. The provisions of this Agreement will bind a party only while such party is a fee owner of its respective property.
- 9. <u>Severability</u>. If any provision of this Agreement is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions.
- 10. <u>Draftsmanship.</u> Any required judicial construction of this Agreement shall be made by reference to the stated intent of the parties herein. No provision of this Agreement shall be interpreted in favor of or against a party hereto by virtue of the fact that this Agreement was substantially prepared by any party. The parties agree that with respect to the establishment of the Easement, this Agreement contains and incorporates their full and complete agreement, and supersedes any previous agreements, written or oral, between or among any of the parties, with respect to the subject matter hereof. Notwithstanding the above, Baxter and Dana Venrick have entered into a separate agreement regarding a portion of the consideration granted by Dana Venrick to Baxter in connection with this Agreement, which agreement does not affect in any manner the rights granted to and the obligations imposed upon the patties hereto.
- 11. <u>Counterparts</u>. This Agreement may be executed in multiple parts, each of which, together, shall constitute a single, enforceable agreement. Facsimile signatures shall be binding as if original. Signature pages of the parties are contained on the pages that follow.

| Signed by the parties and made effective | ctive this <u>1774</u> day of <u>Dec.</u> , 2008. |
|--|--|
| Signed in the presence of the following two witnesses: | H. R. BAXTER & SONS ENTERPRISES, INC., a Florida corporation |
| Phint Name: Debra L. Cline Matthe S Warred Print Name: MARNOCK | By: St. Sident |
| STATE OF FLORIDA COUNTY OF POLK The foregoing instrument was acknow by H. R. Boxter, , as Prescribed a property of the policy o | wledged before me this // day of <u>Dec.</u> , 2008, <u>resident</u> of H. R. BAXTER & SONS, who is personally known to me or who has produced as identification. |
| (AFFIX SEAL) Notary Public State of Florida Debra L. Cline All Commission DD636288 | Delbya A Clivie NOTARY PUBLIC/STATE OF FLORIDA |

| Signed in the presence of the following two witnesses: | IVEY GROVES, LTD., a Florida limited partnership |
|--|---|
| Aug OM | By: Ivey Family Holdings, Inc., its General Partner |
| Print Name: SHARON A NAST | By: x Edether L Guery Its: |
| Print Name Charlese Cline | <u> </u> |
| | |
| STATE OF FLORIDA COUNTY OF <u>Osceola</u> | |
| by Esther A. Ivey as Pu | vledged before me this 6 day of 0ec, 2008, esident of Ivey Family Holdings, Inc., a florida limited partnership, who is personally known to |
| me or who has produced | as identification. |
| (AFFIX SEAL) | NOTARY PUBLIC/STATE OF FLORIDA |
| | FRANK G. FINKBEINER MY COMMISSION # DD 405005 EXPIRES: March 9, 2009 Bonded Thru Notary Public Underwriters |

| Signed in the presence of the following two witnesses: | , |
|--|--|
| Print Name: WONY COX | MICAHER. McCORKLE |
| Print Name: Cassania h. Sikes | JOANNE M. McCORKLE |
| | |
| STATE OF FLORIDA COUNTY OF | |
| The foregoing instrument was acknowledge by MICAH F.R. McCORKLE and JOANNE M. McCo have produced | ed before me this \(\frac{\infty}{2008}\), day of \(\frac{\infty}{\infty}\), \(\frac{2008}{2008}\), ORKLE, who are personally known to me or who \(\frac{\infty}{200}\) as identification. |
| (AFFIX SEAL) | NOTARY PUBLIC/STATE OF FLORIDA |
| TIFFANY COX Notary Public - State of Florida My Commission Expires Jul 4, 2010 Commission # DD 570865 Bonded By National Notary Asso | |

| Signed in the presence of the following two witnesses: Print Name: Note: Curr Print Name: A. WHETE | Jana D. Sommare WINONA D. LOWRIMORE |
|---|---|
| STATE OF MIXIXIX NORTH CAROLINA FOUNTY OF MANATEE | -LORIDA |
| The foregoing instrument was acknowledge by WINONA D. LOWRIMORE, who is person FLOLIOF to 898 375170 | |
| (A FFIX SAEANA) KEEGAN Notary Public, State of Florida Commission# DD569947 My comm. expires May 5, 2011 | NOTARY PUBLIC/STATE OF MYORIBA FLORIDA |

| Signed in the presence of the following two witnesses: | TCM LAND HOLDINGS, LLC, a Florida limited liability company |
|--|---|
| Print Name: Debra L. Cline Print Name: Manch S. WARNOCK | By: Harold R. Baxter Its: Manager |
| STATE OF FLORIDA COUNTY OF POLK | . ⊷th. |
| The foregoing instrument was acknowledg 2008, by Hayold R Baytev , as HOLDINGS, LLC, a Florida limited liability compar produced | Manager of TCM LAND |
| (AFFIX SEAL) | NOTARY PUBLIC/STATE OF FLORIDA |
| Notary Public State of Florida Debra L Cline My Commission DD636288 Expires 03/25/2011 | |

| Signed in the presence of the following two witnesses: | |
|--|---|
| Print Name: Debra L. Cline | MM/MC/JM/JJO/J DANA MCLEAN VENRICK |
| Print Name: MARTHM S. W.R. NOC | · <u>K</u> |
| STATE OF FLORIDA COUNTY OF 10/K | |
| The foregoing instrument was acknowle 2008, by DANA McLEAN VENRICK, who is | edged before me this, personally known to me or who has produced as identification. |
| (AFFIX SEAL) | NOTARY PUBLIC/STATE OF FLORIDA |
| Notary Public State of Florida Debra L Cline My Commission DD636288 Expires 03/25/2011 | |

| Signed in the presence of the following two witnesses: | |
|--|---|
| Print Name: Debra L. Cline | Mora Couella Ven NORA LOUELLA VENRICK |
| Print Name: DATSY L. KINY | |
| | |
| STATE OF FLORIDA COUNTY OF POLK | |
| The foregoing instrument was acknowledged by NORA LOUELLA VENRICK, who is persuant than the second s | ged before me this 5 th day of <u>Ocember</u> 2008, sonally known to me or who has produced as identification. |
| (AFFIX SEAL) | NOTARY PUBLIC/STATE OF FLORIDA |

| Signed in the presence of the following two witnesses: | |
|---|---------------------------------|
| Print Name: Dehva 1. Cline | REED E. VENRICK |
| Print Name: MARTHA S. WARNOCK | REED E. VENRICK |
| J. WHENOCK | |
| STATE OF FLORIDA | |
| COUNTY OF POLK | |
| The foregoing instrument was acknowledged by REED E. VENRICK, who is personally | known to me or who has produced |
| (AFFIX SEAL) | NOTARY PUBLIC/STATE OF FLORIDA |
| | |

| Street Puer | Notary Public State of Florida Debra L Cline | |
|-------------|---|--|
| OF ROPO | My Commission DD636288 Expires 03/25/2011 | |

SCHEDULE "A"

("BAXTER PROPERTY")

The W 1/2 of the SE 1/4 and the W 1/2 of the SE 1/4 of the SE 1/4 of Section 25, Township 29 South, Range 26 East, AND the E 1/2 of the NW 1/4 of the NE 1/4 AND the NE 1/4 of the NE 1/4; LESS that part lying South of the asphalt road, of Section 36, Township 29 South, Range 26 East, all lying and being in Polk County, Florida; AND LESS that portion taken by the State of Florida for road right of way purposes, as described and set forth in that Order of Taking recorded in O.R. Book 2995, Page 1410.

And

All that part of the NW 1/4 of the NW 1/4 of Section 31, Township 29 South, Range 27 East, Polk County, Florida, lying North of asphalt highway.

SCHEDULE "B"

("IVEY PROPERTY")

The NE 1/4 of the SE 1/4 and the E 1/2 of the SE 1/4 of the SE 1/4 in Section 25, Township 29 South, Range 26 East, Polk County, Florida.

AND

The West 1/2 of the SW 1/4 lying South of Peace River Drainage Canal and the West 740 feet of the NE 1/4 of the SW 1/4 lying South of said Peace River Drainage Canal, all lying and being in Section 30, Township 29 South, Range 27 East, Polk County, Florida.

SCHEDULE "C"

("McCORKLE PROPERTY")

Begin at the Northwest corner of the Southwest quarter of Section 30, Township 29 South, Range 27 East, Polk County, Florida, run thence South 00°53'15" East, 1333.72 feet to the Southwest corner of the Northwest quarter of the Southwest quarter of said Section 30, thence North 89°01'52" East along the South boundary of said Northwest quarter of the Southwest quarter, 9.57 feet to a point on the approximate Northerly bank of an existing Peace Creek Drainage Canal, thence North 42°03'00" East along said bank, 650.47 feet; thence continue along said bank, North 80°21'29" East, 59.96 feet, thence North 39°39'13" West, leaving said bank, 1029.59 feet, thence South 89°06'05" West, 61.90 feet to the POINT OF BEGINNING.

SCHEDULE "D"

("LOWRIMORE PROPERTY")

Commence at the Northeast corner of Section 30, Township 29 South, Range 27 East, Polk County. Florida, run thence South 89°12'02" West along the North boundary of said Section 30, 434.80 feet to the POINT OF BEGINNING. Thence South 00°34'01" East, 2817.19 feet to a 3/4" iron pipe located in an existing fence line on the Northerly bank of an existing Peace Creek Drainage Canal, thence along said fence and drainage canal the following courses and distances; South 80°44'22" West, 902.47 feet, South 80°48'26" West, 1323.45 feet, South 79°40'54" West, 956.79 feet, South 80°21'29" West 1070.40 feet, thence North 39°39'13" West, leaving said fence and canal, 1029.69 feet, thence South 89°06'05" West, 61.90 feet to the Southwest corner of the Northwest quarter of said Section 30, thence North 00°18'58" West, along the West boundary of said Northwest quarter 2664.24 feet to the Northwest corner of said Section 30, thence North 89°12'02" East along the North boundary of said Section 30, 2618.17 feet, thence North 00°29'24" West, crossing into Section 19, Township 29 South, Range 27 East, Polk County, Florida, 2720.67 feet to a point on the North boundary of the Southwest quarter of said Section 19, thence North 89°46'28" East, 49.25 feet to the Northeast corner of said Southwest quarter, thence South 00°29'24" East, along the East boundary of said Southwest quarter, 680.05 feet to the Northwest corner of the Southwest quarter of the Northwest quarter of the Southeast quarter of said Section 19, thence North 89°37'51" East, 666.76 feet, thence South 00°29'34" East, 678.38 feet to the Southeast corner of the Southwest quarter of the Northwest quarter of the Southeast quarter of said Section 19, thence North 89°29'15" East, 1565.56 feet, thence South 00°30'01" East, 1348.91 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

A Portion of Section 30, Township 29 South, Range 27 East, Polk County Florida, described as follows: Commence at the Northeast corner of said Section 30 and run South 89 Degrees 46' 14" West along the North boundary thereof 434.72', thence South 00 Degrees 00' 14" West, parallel with the East Boundary of said Section 30, 901.92' to the Point of Beginning; thence continue South 00 Degrees 00' 14" West, parallel with said East boundary 1885.00', thence South 81 Degrees 18' 35" West 902.41', thence N 00 Degrees 00' 14" East parallel with said East boundary 2021.41', thence S 89 Degrees 59' 46" E 892.04' to the Point of Beginning.

SCHEDULE "E"

("TCM PROPERTY")

A Portion of Section 30, Township 29 South, Range 27 East, Polk County Florida, described as follows: Commence at the Northeast comer of said Section 30 and run South 89 Degrees 46' 14" West along the North boundary thereof 434.72', thence South 00 Degrees 00' 14" West, parallel with the East Boundary of said Section 30, 901.92' to the Point of Beginning; thence continue South 00 Degrees 00' 14" West, parallel with said East boundary 1885.00', thence South 81 Degrees 18' 35" West 902.41', thence N 00 Degrees 00' 14" East parallel with said East boundary 2021.41', thence S 89 Degrees 59' 46" E 892.04' to the Point of Beginning.

SCHEDULE "F"

("DANA VENRICK PROPERTY")

Commence at the Northeast corner of Section 30, Township 29 South, Range 27 East, Polk County, Florida, run thence South 89°12'02" West along the North boundary of said Section 30, 434.80 feet to the POINT OF BEGINNING. Thence South 00°34'01" East, 2817.19 feet to a 3/4" iron pipe located in an existing fence line on the Northerly bank of an existing Peace Creek Drainage Canal, thence North 80°44'16" East, 439.92 feet to a point on the East boundary of said Section 30, thence North 00°36'37" West, 97.79 feet to the Southeast corner of the Northeast quarter of said Section 30, thence North 88°52'47" East along the South boundary of the Northwest quarter of Section 29, Township 29 South, Range 27 East, Polk County, Florida, 210.32 feet to a 3/4" iron pipe located in an existing fence line on the Northerly bank of an existing Peace Creek Drainage Canal, thence along said fence and drainage canal the following courses and distances: North 59°48'56" East. 1057.42 feet; North 60°27'22" East, 1149.45 feet; North 61°22'36" East, 577.42 feet to a point on the East boundary of the Northwest quarter of said Section 29, thence North 00°32'55" West, leaving said canal, 1327.51 feet to the Northeast corner of the Northwest quarter of said Section 29, thence North 00°17'27" West, along the East boundary of the West one-half of Section 20, Township 29 South, Range 27 East, Polk County, Florida, 3260.44 feet, thence South 89°33'38" West, crossing into Section 19, Township 29 South, Range 27 East, Polk County, Florida, 2990.23 feet to a point on the West boundary of the East one-quarter of the Southeast quarter of the Northeast quarter of said Section 19, thence South 00°29'17" East, 597.52 feet to the Southwest corner of the East onequarter of the Southeast quarter of the Northeast quarter of said Section 19, thence South 89°46'27" West, 333.37 feet to the Northwest corner of the East one-half of the Northeast quarter of the Southeast quarter of said Section 19, thence South 00°29'52" East, 1350.08 feet to the Southwest corner of the East one-half of the Northeast quarter of the Southeast quarter of said Section 19. thence North 89°29'15" East, 231.99 feet, thence South 00°30'01" East, 1348.91 feet to the POINT OF BEGINNING.

SCHEDULE "G"

("NORA VENRICK PROPERTY")

Commence at the Southeast corner of Section 19, Township 29 South, Range 27 East, Polk County, Florida, run thence South 89°12'02" West along the South boundary of said Section 19, 434.80 feet, thence North 00°30'01" West, 1348.91 feet, thence South 89°29'15" West, 231.99 feet to the Southwest corner of the East one-half of the Northeast quarter of the Southeast quarter of said Section 19, thence North 00°29'52" West, 1350.08 feet to the Northwest corner of said East one-half of the Northeast quarter of the Southeast quarter of said Section 19, thence North 89°46'27" East, 333.37 feet to the Southwest corner of the East one-quarter of the Southeast quarter of the Northeast quarter of said Section 19, thence North 00°29'17" West along the West boundary of said East one-quarter, 597.52 feet to the POINT OF BEGINNING. Thence continue North 00°29'17" West, 747.98 feet to the Northwest corner of the East one-quarter of the Southeast quarter of the Northeast quarter of said Section 19, thence North 89°33'38" East crossing into Section 20, Township 29 South, Range 27 East, Polk County, Florida, 2992.81 feet to the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 20, thence South 00°17'27" East, along the East boundary of the Southeast quarter of the Northwest quarter, 747.98 feet, thence South 89°33'38" West, 2990.23 feet to the POINT OF BEGINNING.

SCHEDULE "H"

("REED VENRICK PROPERTY")

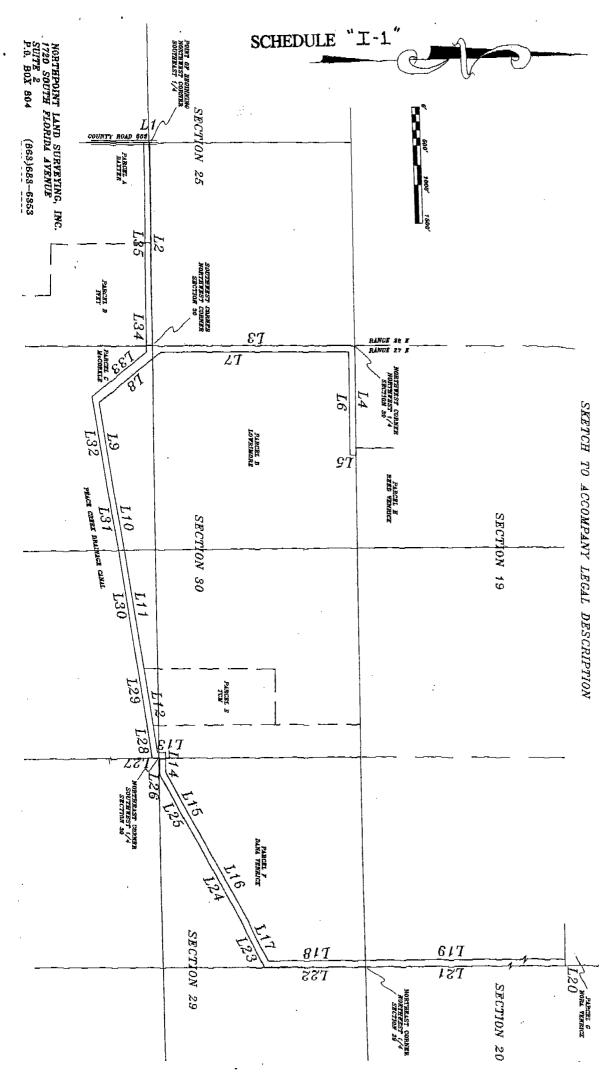
The East one-half of the Southwest quarter of Section 19, Township 29 South, Range 27 East, Polk County, Florida, LESS the East 49.25 feet thereof.

SCHEDULE "I"

("EASEMENT PARCEL")

That part of Section 25, Township 29 South, Range 26 East and that part of Sections 20, 29 and 30, Township 29 South, Range 27 East, all being in Polk County, Florida, more particularly described as follows:

Begin at the Northwest Corner of the Southeast 1/4 of said Section 25 and run thence N. 89°24'55" E. along the North boundary thereof, 2622.86 feet to the Southwest Corner of the Northwest 1/4 of said Section 30; run thence N. 00°18'58" W., 2664.24 feet to the Northwest Corner of said Section 30; run thence N. 89°12'02" E. along the North boundary thereof, 1413.71 feet; thence S. 00°47'58" E., 80.00 feet; thence S. 89°12'02" W., 1334.38 feet; thence S. 00°18'58" E., 2480.17 feet; thence S. 39°39'13" E., 1052.56 feet; thence N. 80°21'29" E., 1023.75 feet; thence N. 79°40'54" E., 957.10 feet; thence N. 80°48'26" E., 1324.19 feet; thence N. 80°44'16" E., 1273.60 feet; thence N. 00°36'27" W., 108.31 feet; thence N. 88°52'47" E. crossing into said Section 29, 268.87 feet; thence N. 59°48'56" E., 1037.13 feet; thence N. 60°27'22" E., 1150.54 feet; thence N. 61°22'36" E., 530.06 feet; thence N. 00°32'55" W., 1278.70 feet to the North boundary of said Section 29; thence N. 00°17'27" W. crossing into said Section 20, 3261.40 feet; thence N. 89°33'38" E., 80.00 feet to a point on the East boundary of the West 1/2 of said Section 20; thence S. 00°17'27" E. along said East boundary, 3260.44 feet to the Northeast Comer of the Northwest 1/4 of said Section 29; run thence S. 00°32'55" E. along the East boundary thereof, 1327.51 feet to a point on the Northerly bank of an existing Peace Creek Drainage Canal; thence along said Northerly bank the following three courses: Run S. 61°22'36" W., 577.42 feet; thence S. 60°27'22" W., 1149.45 feet; thence S. 59°48'56" W., 1057.42 feet to a point on the South boundary of the Northwest 1/4 of said Section 29; thence leaving said canal run thence S. 88°52'47" W. along said South boundary, 210.32 feet to the Northeast Corner of the Southeast 1/4 of said Section 30; run thence S. 00°36'37" E. along the East boundary thereof, 97.79 feet to a point on the Northerly bank of an existing Peace Creek Drainage Canal; thence along said drainage canal the following five courses: Run S. 80°44'16" W., 439.92 feet; thence S. 80°44'22" W., 902.47 feet; thence S. 80°48'26" W., 1323.45 feet; thence S. 79°40'54" W., 956.79 feet; thence S. 80°21'29" W., 1116.59 feet; thence leaving said canal run thence N. 39°39'13" W., 936.11 feet; thence S. 89°06'05" W., 74.84 feet to a point on the East boundary of said Section 25 lying 80.00 feet South of the Northeast Corner of the Southeast 1/4 of said Section 25; run thence S. 89°24'55" W. and parallel with the North boundary of the Southeast 1/4 of said Section 25, 2624.03 feet to a point on the West boundary of the Southeast 1/4 of said Section 25, run thence N. 00°03'07" W. along said West boundary, 80.00 feet to the Point of Beginning. LESS AND EXCEPT road right of way for County Road 653.



LINE TABLE FOR EASEMENT

| L1 | N00°03'07" W | 80.00' |
|-----|---------------|-----------|
| L2 | N 89°24'55" E | 2622.86' |
| L3 | N 00°18'58" W | 2664.24 |
| L4 | N 89°12'02" E | 1413.71'_ |
| L5 | S 00°47'58" E | 80.00' |
| L6 | S 89'12'02" W | 1334.38 |
| L7 | S 00°18'58" E | 2480.17 |
| L8 | S 39'39'13" E | 1052.56 |
| L9 | N 80°21'29" E | 1023.75 |
| L10 | N 79°40'54" E | 957.10' |

| L11 | N 80°48'26" E | 1324.19' |
|-----|---------------|----------|
| L12 | N 80°44'16" E | 1273.60' |
| L13 | N 00°36'37" W | 108.31 |
| L14 | N 88°52'47" E | 268.87 |
| L15 | N 59°48'56" E | 1037.13 |
| L16 | N 60°27'22" E | 1150.54 |
| L17 | N 61°22'36" E | 530.06 |
| L18 | N 00°32'55" W | 1278.70 |
| L19 | N 00°17'27" W | 3261.40 |
| L20 | N 89°33'38" E | 80.00' |

| | | · · · · · · · · · · · · · · · · · · · |
|-----|---------------|---------------------------------------|
| L21 | S 00°17'27" E | 3260.44 |
| L22 | S 00°32'55" E | 1327.51 |
| L23 | S 61°22'36" W | 577.42 |
| L24 | S 60°27'22" W | 1149.45 |
| L25 | S 59°48'56" W | 1057.42 |
| L26 | S 88°52'47" W | 210.32 |
| L27 | S 00°36'37" E | 97.79 |
| L28 | S 80°44'16" W | 439.92' |
| L29 | S 80°44'22" W | 902.47 |
| L30 | S 80°48'26" W | 1323.45 |

| L31 | S 79°40′54" W | 956.79 |
|-----|---------------|----------|
| L32 | S 80°21'29" W | 1116.59' |
| L33 | N 39°39′13″ W | 936.11 |
| L34 | S 89°06'05" W | 74.84' |
| L35 | S 89°24'55" W | 2624.03 |