

City of Seward, NE
Tuesday, February 17, 2015
Regular Session

Item G14

**CONSIDERATION OF THREE FARM LEASE AGREEMENTS
WITH DAN KOUMA - City Atty Hoffschneider**

Parcel 1

Parcel 2

Parcel 3

Staff Contact:

CASH FARM LEASE

Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the following described real estate under the following described terms:

Landlord: City of Seward, a Nebraska Municipal Corporation

Address: P.O. Box. 38; 537 Main Street, Seward, Nebraska 68434

Tenant: Dan Kouma

Address: 2141 280 Road, Seward, Nebraska 68434

Real Estate: See Attached Legal Description, Attachment "A".

1. **Term:** This term of this lease shall commence on March 1, 2015, and shall expire on February 29, 2016. The term of the lease covers the 2015 crop year.

2. **Rent:** Landlord and Tenant stipulate and agree that cash rent is based on 29.48 acres of farmland. The rent shall be Three Hundred Dollars (\$225) per acre or Six Thousand Six Hundred Thirty Three Dollars (\$6,633) per year, payable in cash in two equal payments: Three Thousand Three Hundred Sixteen Dollars and Fifty Cents (\$3,316.50) on March 1, 2015 and Three Thousand Three Hundred Sixteen Dollars and Fifty Cents (\$3,316.50) on September 1, 2015.

3. **Provisions:**

A. As long as the rent herein is paid and the obligations of the Tenant herein followed, Landlord shall give Tenant peaceful possession of the premises through the term.

B. Tenant agrees to maintain the farm and to keep all fences and other improvements on the leased premises in as good a repair and condition as they are in when they enter possession, reasonable wear and tear excepted.

C. Tenant agrees to farm the leased premises in a good husbandry-like manner, keep the premises free from weed infestation, destroy weeds before they ripen to seed, and to the extent not cropped, keep the premises mowed.

D. Unless otherwise noted in an attachment hereto, Tenant shall maintain all personal property leased herewith.

E. Tenant shall not assign this lease or sublet the premises without the written consent of the Landlord.

F. Tenant is authorized to enter any farm programs, government or otherwise, which apply solely to the leased term hereof or for the specific crop year herein set forth. Tenant is not authorized to enter into any farm programs, government or otherwise, extending beyond the expiration date of this lease. Program benefits within the term inure to the Tenant. Any programs beyond the term shall be subject to separate agreement or addendum hereto.

G. Tenant shall keep in good repair all grass waterways, terraces, open ditches, and inlets and outlets of tile drains and fences.

4. **Insurance:** Landlord shall insure any personal property for fire and such other coverage as Landlord may desire in its sole discretion. Tenant shall carry such liability and other insurance as Landlord may reasonably require. Tenant shall provide insurance coverage for any insurable risk of Tenant.

5. **Holding Over:** Upon expiration of the initial term hereof, this lease shall automatically be renewed for a further period of one year, and thereafter for succeeding and consecutive one-year periods until either party gives written notice to the other that the lease will terminate at the end of the current one-year period. Notice of termination shall be given by August 31 of the one-year period.

6. **Entry:** Landlord or its agents may enter the premises at any and all reasonable times to inspect the property, plant fall crops during the fall prior to the termination of this lease (provided such entry does not interfere with Tenant's regular farming operation), for improvements, and to perform any obligation of Landlord hereunder.

7. **General Terms:**

A. The agent signing below warrants and represents that he has good and lawful authority to enter this lease on behalf of the Landlord.

B. Any sale or transfer of title to the real estate shall be subject to the terms and provisions of this lease.

C. This agreement shall extend to and be binding upon the parties hereto, their heirs, devisees, personal representatives, and assigns

D. The parties expressly acknowledge and agree that the entering into of this lease in no way constitutes a partnership between the Landlord and the Tenant.

E. The lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

F. This lease supersedes all previous agreements between the Landlord and the Tenant relating to its subject matter. There are no other understandings or agreements between them.

IN WITNESS WHEREOF, the parties have hereunto signed their names this _____ day of February, 2015.

LANDLORD:

JOSHUA EICKMEIER, CITY MAYOR

TENANT:

DAN KOUMA

ATTACHMENT "A"

A 28.68 acre tract of land located in the Southeast Quarter of Section 21, Township 11 North Range 3 East of the 6th P.M., Seward County, Nebraska and more particularly described as follows:

Beginning at the Northeast corner of the South One-Half of the Northwest Quarter of the Southeast Quarter of said Section 21. Thence in a Westerly direction, along the North line of the South One-half of the Northwest Quarter of the Southeast Quarter of Section 21, on an assumed bearing of North 89 degrees 39 minutes 12 seconds West for a distance of 272.75 feet to a point in the centerline of Plum Creek.

THENCE South 07 degrees 33 minutes 18 seconds West, along the centerline of Plum Creek, for a distance of 76.09 feet

THENCE South 38 degrees 58 minutes 56 seconds West, along the centerline of Plum Creek, for a distance of 89.04 feet

THENCE South 67 degrees 32 minutes 01 seconds West, along the centerline of Plum Creek, for a distance of 83.04 feet

THENCE South 40 degrees 27 minutes 42 seconds West, along the centerline of Plum Creek, for a distance of 53.64 feet

THENCE South 34 degrees 20 minutes 45 seconds East, along the centerline of Plum Creek, for a distance of 56.56 feet

THENCE North 88 degrees 05 minutes 38 seconds East, along the centerline of Plum Creek, for a distance of 236.77 feet

THENCE South 60 degrees 37 minutes 51 seconds East, along the centerline of Plum Creek, for a distance of 81.35 feet

THENCE South 12 degrees 36 minutes 44 seconds West, along the centerline of Plum Creek, for a distance of 66.00 feet

THENCE South 40 degrees 45 minutes 05 seconds West, along the centerline of Plum Creek, for a distance of 216.70 feet

THENCE South 25 degrees 54 minutes 54 seconds West, along the centerline of Plum Creek, for a distance of 184.51 feet

THENCE South 21 degrees 49 minutes 34 seconds West, along the centerline of Plum Creek, for a distance of 206.81 feet to a point on the Northerly 40.0 foot Right-of-Way line of U.S. Highway #34

THENCE South 40 Degrees 03 minutes 20 seconds East, along the said Northerly 40.0 foot Right-of-Way line of U.S. Highway #34, for a distance of 43.81 feet

THENCE North 49 degrees 56 minutes 40 seconds East for a distance of 20.00 feet to a point on the Northerly 60.0 foot Right-of-Way line of U.S. Highway #34

THENCE South 40 degrees 03 minutes 20 seconds East, along the said Northerly 60.0 foot Right-of-Way line of U.S. Highway #34, for a distance of 197.15 feet

THENCE North 64 degrees 35 minutes 12 seconds East for a distance of 204.84 feet

THENCE South 89 degrees 56 minutes 44 seconds East for a distance of 218.00 feet

THENCE South 42 degrees 52 minutes 21 seconds West for a distance of 367.71 feet to a point on the said Northerly 60.0 foot Right-of-Way line of U.S. Highway #34

THENCE South 40 degrees 03 minutes 20 seconds East, along the said Northerly 60.0 foot Right-of-Way line of U.S. Highway #34, for a distance of 52.35 feet

THENCE continuing along the said Northerly 60.0 foot Right-of-Way line of U.S. Highway #34 on a curve to the left having a radius of 1849.86 feet and an arc length of 343.27 feet, being subtended by a chord of South 45 degrees 22 minutes 18 seconds East for a distance of 342.78 feet to a point on the former Westerly Right-of-Way line of the Burlington Northern Railroad

THENCE along the said former Westerly Right-of-Way line of the Burlington Northern Railroad on a curve to the left having a radius of 1382.68 feet and an arc length of 158.58 feet, being subtended by a chord of North 35 degrees 34 minutes 24 seconds East for a distance of 158.49 feet to the Point of Tangency of said curve.

THENCE North 32 degrees 17 minutes 16 seconds East, along the said former Westerly Right-of-Way line of the Burlington Northern Railroad for a distance of 1631.43 feet to a point on the North line of the South One-half of the Northeast Quarter of the Southeast Quarter of said Section 21

THENCE North 89 degrees 39 minutes 12 seconds West, along the North line of the South One-half of the Northeast Quarter of the Southeast Quarter of said Section 21, for a distance of 1140.27 feet to the Point of Beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 29.68 acres more or less;

And a 12.74 acre tract of land located in the Southeast Quarter of the Southeast Quarter of Section 21, Township 11 North Range 3 East of the 6th P.M., Seward County, Nebraska and more particularly described as follows:

Beginning at the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 21. THENCE in a Southerly direction, along the East line of the Southeast Quarter of the Southeast Quarter of said Section 21, on an assumed bearing of South 00 degrees 00 minutes 00 seconds East for a distance of 662.29 feet

THENCE North 89 degrees 53 minutes 56 seconds West, parallel to the South line of the Southeast Quarter of the Southeast Quarter of said Section 21, for a distance of 300.00 feet

THENCE North 00 degrees 00 minutes 00 seconds West, parallel to the East line of the Southeast Quarter of the Southeast Quarter of said Section 21, for a distance of 47.77 feet

THENCE along a curve to the right having a radius of 1249.86 feet and an arc length of 233.29 feet, being subtended by a chord of North 68 degrees 22 minutes 32 seconds West for a distance of 232.95 feet

THENCE South 16 degrees 32 minutes 07 seconds West for a distance of 606.77 feet to a point on the Northerly 60.0 foot Right-of-Way line of U.S. Highway #34

THENCE along said Northerly 60.0 foot Right-of-Way line of U.S. Highway #34 on a curve to the right having a radius of 1849.86 feet and an arc length of 408.38 feet, being subtended by a chord of North 60 degrees 06 minutes 37 seconds West for a distance of 407.55 feet to a point on the former Easterly Right-of-Way line of the Burlington Northern Railroad

THENCE along the said former Easterly Right-of-Way line of the Burlington Northern Railroad on a curve to the left having a radius of 1482.68 and an arc length of 168.13 feet, being subtended by a chord of North 35 degrees 32 minutes 11 seconds East for a distance of 168.04 feet to the Point of Tangency of said curve

THENCE continuing along the said former Easterly Right-of-Way line of the Burlington Northern Railroad on a bearing of North 32 degrees 17 minutes 16 seconds East for a distance of 913.55 feet to a point on the North line of the Southeast Quarter of the Southeast Quarter of said Section 21

THENCE South 89 degrees 42 minutes 33 seconds East, along the North line of the Southeast Quarter of the Southeast Quarter of said Section 21, for a distance of 456.93 feet to the Point of Beginning. Together with and subject to covenants, easements, and restrictions of record, Said property contains 12.74 acres more or less.

CASH FARM LEASE

Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the following described real estate under the following described terms:

Landlord: City of Seward, a Nebraska Municipal Corporation

Address: P.O. Box. 38; 537 Main Street, Seward, Nebraska 68434

Tenant: Dan Kouma

Address: 2141 280 Road, Seward, Nebraska 68434

Real Estate: See Attached Legal Description, Attachment "A".

1. **Term:** This term of this lease shall commence on March 1, 2015, and shall expire on February 29, 2016. The term of the lease covers the 2015 crop year.

2. **Rent:** Landlord and Tenant stipulate and agree that cash rent is based on 6 acres of farmland. The rent shall be Seventy Dollars (\$70) per acre or Four Hundred Twenty Dollars (\$420) per year, payable in cash in two equal payments: Two Hundred Ten Dollars (\$210) on March 1, 2015 and Two Hundred Ten Dollars (\$210) on September 1, 2015.

3. **Provisions:**

A. As long as the rent herein is paid and the obligations of the Tenant herein followed, Landlord shall give Tenant peaceful possession of the premises through the term.

B. Tenant agrees to maintain the farm and to keep all fences and other improvements on the leased premises in as good a repair and condition as they are in when they enter possession, reasonable wear and tear excepted.

C. Tenant agrees to farm the leased premises in a good husbandry-like manner, keep the premises free from weed infestation, destroy weeds before they ripen to seed, and to the extent not cropped, keep the premises mowed.

D. Unless otherwise noted in an attachment hereto, Tenant shall maintain all personal property leased herewith.

E. Tenant shall not assign this lease or sublet the premises without the written consent of the Landlord.

F. Tenant is authorized to enter any farm programs, government or otherwise, which apply solely to the leased term hereof or for the specific crop year herein set forth. Tenant is not authorized to enter into any farm programs, government or otherwise, extending beyond the expiration date of this lease. Program benefits within the term inure to the Tenant. Any programs beyond the term shall be subject to separate agreement or addendum hereto.

G. Tenant shall keep in good repair all grass waterways, terraces, open ditches, and inlets and outlets of tile drains and fences.

4. **Insurance:** Landlord shall insure any personal property for fire and such other coverage as Landlord may desire in its sole discretion. Tenant shall carry such liability and other insurance as Landlord may reasonably require. Tenant shall provide insurance coverage for any insurable risk of Tenant.

5. **Holding Over:** Upon expiration of the initial term hereof, this lease shall automatically be renewed for a further period of one year, and thereafter for succeeding and consecutive one-year periods until either party gives written notice to the other that the lease will terminate at the end of the current one-year period. Notice of termination shall be given by August 31 of the one-year period.

6. **Entry:** Landlord or its agents may enter the premises at any and all reasonable times to inspect the property, plant fall crops during the fall prior to the termination of this lease (provided such entry does not interfere with Tenant's regular farming operation), for improvements, and to perform any obligation of Landlord hereunder.

7. **General Terms:**

A. The agent signing below warrants and represents that he has good and lawful authority to enter this lease on behalf of the Landlord.

B. Any sale or transfer of title to the real estate shall be subject to the terms and provisions of this lease.

C. This agreement shall extend to and be binding upon the parties hereto, their heirs, devisees, personal representatives, and assigns

D. The parties expressly acknowledge and agree that the entering into of this lease in no way constitutes a partnership between the Landlord and the Tenant.

E. The lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

F. This lease supersedes all previous agreements between the Landlord and the Tenant relating to its subject matter. There are no other understandings or agreements between them.

IN WITNESS WHEREOF, the parties have hereunto signed their names this _____ day of February, 2015.

LANDLORD:

JOSHUA EICKMEIER, CITY MAYOR

TENANT:

DAN KOUMA

ATTACHMENT "A"

Tax Lot 19, SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, West of the river in the East $\frac{1}{2}$ of the NW $\frac{1}{4}$ South of the river and East of the road, in Section 28, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska more particularly described as follows:

Beginning at the southwest corner of Lot 7, in Woods and Mortons Subdivision of the East Half of the Northwest Quarter of Section 28, Township 11 North, Range 3, East of the 6th P.M., as the same appears of record in Book T at page 216 of the records of Seward County, Nebraska, and running thence south 8° 45' E 51 feet, thence south 63° 8' East 190 feet, thence north 82° East 200 feet, thence north 74° 52' East 256 feet more or less to an intersection with the East line of the East Half of the Northwest Quarter of said Section 28, thence north on said last described line 136 feet more or less to an intersection with the center of the channel of the Big Blue River, thence in a westerly direction following the center of the channel of said River to an intersection with the south line of said Lot 7, thence west along said last named line, 1.50 chains, more or less to the place of beginning, containing 1.30 acres, more or less.

Also, beginning at a point where the center of the channel of the Big Blue River intersects the west line of the East half of the Southwest Quarter of the Northeast Quarter of Section 28, Township 11 North, Range 3, East of the 6th P.M., Seward County, Nebraska, the same being 50 feet more or less North of the southwest corner of said East Half of the Southwest Quarter of the Northeast quarter, thence north along the west line of said E $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$, 400 feet more or less to the center of the channel of said Big Blue River, thence in a southeasterly direction following the center of the channel of said river downstream to the starting point, containing one acre more or less;

Also, the South Half of the West Half of the Southwest Quarter of the Northeast Quarter of Section 28, Township 11 North, Range 3, East of the 6th P.M., in Seward County, Nebraska, except a tract along the south line lying south of the center of the channel of the Big Blue River, containing one (1) acres more or less, more particularly described in a certain deed executed by Bert Miers and Tina Miers, his wife, to Earnest Wall, dated Nov. 21, 1927, filed for record November 21, 1927, and recorded in Book 41, page 255 of the Deed Records of Seward County, Nebraska;

All that part of Tax Lot 19, lying East of the County Road, as now located, and north of the east and west half section line and lying west and south of the center of the present channel of the Big Blue River and all being in the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 28, Township 11, North Range 3, East of the 6th P.M., Seward County, Nebraska, more particularly described as follows:

Beginning at a point 51 feet south and 8° 45' east of the southwest corner of Lot 7 of Woods and Mortons Subdivision of the East Half of the Northwest Quarter of Section 28, Township 11, Range 3, East, Seward County, Nebraska, as said Plat is shown in Book T, page 216, and on the east line of a county road that runs northerly and southerly through Tax Lot 19 of said East Half of Northwest Quarter of said Section 28; thence south 63° 8' East, 190 feet; thence North 82° East, 200 feet; thence north 74° 52' east 256 feet, more or less, to an intersection with the East line of said East Half of Northwest Quarter of Section 28, which point is 136 feet, more or less, south of the center of the channel of the Big Blue River; thence South along the east line of the East Half of the Northwest Quarter of said Section 28, to the center of said Section 28; thence west along the south line of the south half Northwest Quarter of said Section 28, to a point where said center line intersects the east line of the said first mentioned county road; thence northerly along the east line of said county road, to the point of beginning.

CASH FARM LEASE

Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the following described real estate under the following described terms:

Landlord: City of Seward, a Nebraska Municipal Corporation

Address: P.O. Box. 38; 537 Main Street, Seward, Nebraska 68434

Tenant: Dan Kouma

Address: 2141 280 Road, Seward, Nebraska 68434

Real Estate: See Attached Legal Description, Attachment "A".

1. **Term:** This term of this lease shall commence on March 1, 2015, and shall expire on February 29, 2016. The term of the lease covers the 2015 crop year.

2. **Rent:** Landlord and Tenant stipulate and agree that cash rent is based on 41.4 acres of farmland. The rent shall be Two Hundred Fifteen Dollars (\$215) per acre or Eight Thousand Nine Hundred and One Dollars (\$8901) per year, payable in cash in two equal payments: Four Thousand Four Hundred Fifty Dollars and Fifty Cents (\$4,450.50) on March 1, 2015 and Four Thousand Four Hundred Fifty Dollars and Fifty Cents (\$4,450.50) on September 1, 2015.

3. **Provisions:**

A. As long as the rent herein is paid and the obligations of the Tenant herein followed, Landlord shall give Tenant peaceful possession of the premises through the term.

B. Tenant agrees to maintain the farm and to keep all fences and other improvements on the leased premises in as good a repair and condition as they are in when they enter possession, reasonable wear and tear excepted.

C. Tenant agrees to farm the leased premises in a good husbandry-like manner, keep the premises free from weed infestation, destroy weeds before they ripen to seed, and to the extent not cropped, keep the premises mowed.

D. Unless otherwise noted in an attachment hereto, Tenant shall maintain all personal property leased herewith.

E. Tenant shall not assign this lease or sublet the premises without the written consent of the Landlord.

F. Tenant is authorized to enter any farm programs, government or otherwise, which apply solely to the leased term hereof or for the specific crop year herein set forth. Tenant is not authorized to enter into any farm programs, government or otherwise, extending beyond the expiration date of this lease. Program benefits within the term inure to the Tenant. Any programs beyond the term shall be subject to separate agreement or addendum hereto.

G. Tenant shall keep in good repair all grass waterways, terraces, open ditches, and inlets and outlets of tile drains and fences.

4. **Insurance:** Landlord shall insure any personal property for fire and such other coverage as Landlord may desire in its sole discretion. Tenant shall carry such liability and other insurance as Landlord may reasonably require. Tenant shall provide insurance coverage for any insurable risk of Tenant.

5. **Holding Over:** Upon expiration of the initial term hereof, this lease shall automatically be renewed for a further period of one year, and thereafter for succeeding and consecutive one-year periods until either party gives written notice to the other that the lease will terminate at the end of the current one-year period. Notice of termination shall be given by August 31 of the one-year period.

6. **Entry:** Landlord or its agents may enter the premises at any and all reasonable times to inspect the property, plant fall crops during the fall prior to the termination of this lease (provided such entry does not interfere with Tenant's regular farming operation), for improvements, and to perform any obligation of Landlord hereunder.

7. **General Terms:**

A. The agent signing below warrants and represents that he has good and lawful authority to enter this lease on behalf of the Landlord.

B. Any sale or transfer of title to the real estate shall be subject to the terms and provisions of this lease.

C. This agreement shall extend to and be binding upon the parties hereto, their heirs, devisees, personal representatives, and assigns

D. The parties expressly acknowledge and agree that the entering into of this lease in no way constitutes a partnership between the Landlord and the Tenant.

E. The lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

F. This lease supersedes all previous agreements between the Landlord and the Tenant relating to its subject matter. There are no other understandings or agreements between them.

IN WITNESS WHEREOF, the parties have hereunto signed their names this _____ day of February, 2015.

LANDLORD:

JOSHUA EICKMEIER, CITY MAYOR

TENANT:

DAN KOUMA

ATTACHMENT "A"

A 10.89 acre tract of land located in the Southeast Quarter of Section 16, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska, and more particularly described as follows:

Beginning at the Southeast Corner of the South one-half of the Southeast Quarter of said Section 16. THENCE in a Westerly direction, along the South line of the South one-half of the Southeast Quarter of said Section 16, on an assumed bearing of North 89 degrees 23 minutes 05 seconds West for a distance of 211.09 feet.

THENCE North 18 degrees 09 minutes 42 seconds West for a distance of 603.76 feet

THENCE North 00 degrees 06 minutes 13 seconds East for a distance of 750.00 feet to a point on the North line of the South One-half of the Southeast Quarter of said Section 16.

THENCE South 89 degrees 14 minutes 56 seconds East for a distance of 400.00 feet to the Northeast corner of the South one-half of the Southeast Quarter of said Section 16

THENCE South 00 degrees 05 minutes 20 seconds West for a distance of 1320.71 feet to the Point of Beginning

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 10.89 acres more or less.

AND

A 56.26 acre tract of land located in the Southwest Quarter of Section 15, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska and more particularly described as follows:

Beginning at the Southwest corner of the Southwest Quarter of said Section 15. THENCE in a Northerly direction, along the West line of the South one-half of the Southwest Quarter of said Section 15, on an assumed bearing of North 00 degrees 05 minutes 20 seconds East for a distance of 1320.71 feet to the Northwest corner of the South one-half of the Southwest Quarter of said Section 15.

THENCE North 00 degrees 08 minutes 12 seconds East, along the West line of the North one-half of the Southwest Quarter of said Section 15, for a distance of 607.56 feet
THENCE North 89 degrees 57 minutes 11 seconds East for a distance of 1146.96 feet to the centerline of Plum Creek

THENCE North 15 degrees 18 minutes 53 seconds West, along the centerline of Plum Creek, for a distance of 466.78 feet

THENCE North 80 degrees 59 minutes 09 seconds West, along the centerline of Plum Creek, for a distance of 403.20 feet

THENCE North 00 degrees 02 minutes 49 seconds West for a distance of 200.00 feet to a point on the North line of the Southwest Quarter of said Section 15.

Thence North 89 degrees 57 minutes 11 seconds East, along the North line of the Southwest Quarter of said Section 15, for a distance of 988.21 feet

THENCE South 00 degrees 02 minutes 47 seconds East, parallel to the East line of the Southwest Quarter of said Section 15, for a distance of 1172.56 feet

THENCE South 89 degrees 57 minutes 10 seconds West for a distance of 206.50 feet

THENCE South 00 degrees 00 minutes 00 seconds East for a distance of 162.68 feet to the centerline of Plum Creek

THENCE South 25 degrees 00 minutes 00 seconds West, along the centerline of Plum Creek, for a distance of 115.28 feet

THENCE South 53 degrees 45 minutes 01 seconds West, along the centerline of Plum Creek, for a distance of 377.35 feet

THENCE South 41 degrees 17 minutes 37 seconds West for a distance of 346.21 feet

THENCE South 74 degrees 48 minutes 34 seconds West for a distance of 302.45 feet

THENCE South 16 degrees 58 minutes 11 seconds West for a distance of 670.00 feet to a point on the South line of the Southwest Quarter of said Section 15

THENCE South 89 degrees 58 minutes 12 seconds West, along the South line of the Southwest Quarter of said Section 15, for a distance of 342.50 feet to the Point of Beginning

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 56.26 acres more or less.