

Office of County Recorder, Pike County, Missouri
I hereby certify this instrument was recorded on
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Pages: 6

Kim S. Luebrecht

Pike County Recorder

By: *Joane Flynn*

RI PCT



DECLARATION OF DEED RESTRICTIONS

This **DECLARATION OF DEED RESTRICTIONS** is made and entered into this 25th day of November, 2025, Vitale Holdings, LLC, a Missouri limited liability company, hereinafter referred to as First Party, Robert Dane Omohundro and Kaylee Marie Omohundro, husband and wife, hereinafter referred to as Second Party, Oak Bluff Properties, LLC a Missouri limited liability company, hereinafter referred to as Third Party, and Nathan Geeding, a married person, having a statutory mailing address at 3647 Hwy H, Silex, MO 63377, collectively GRANTOR or "Parties".

WHEREAS, the Parties desire to restrict the real property (the "Property") located in Pike County, Missouri, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference as if set out in full; and

WHEREAS, Parties are all of the current lot owners of the property recorded in Plat Book 12, Page 229 of the Pike County Records.

WHEREAS, it is the purpose and intention of this Declaration to preserve said tract of land and to protect the same against certain uses by the adoption of this Declaration, for the mutual benefit of the current and future owners of the Property as subdivided; and

WITNESSETH, in consideration of the premises and mutual promises, covenants and agreements made by the parties hereto each to the other, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, together with their heirs, successors or assigns, any of the tracts, lots and parcels of land within the Property set forth as follows:

1. Tracts can be subdivided further without consent from other tract owners, but only as follows:
 - Tract 1: 3 tracts having a maximum of 3 houses.
 - Tract 2: 2 tracts having a maximum of 2 houses.
 - Tract 3: 2 tracts having a maximum of 2 houses.

Tract 4: 3 tracts having a maximum of 3 houses.
Tract 5: 2 tracts having a maximum of 2 houses.
Tract 6: No further subdivision.
Tract 7: No further subdivision.
Tract 8: 2 tracts having a maximum of 2 houses.
Tract 9: 2 tracts having a maximum of 2 houses.
Tract 10: No further subdivision.
Tract 11: No further subdivision.
Tract 12: No further subdivision.

2. Tracts/lots/parcels cannot be further subdivided other than as set forth in Plat Book 12, Page 229 of the Pike County Records, or as set forth herein.
3. No logging on any tracts, except Tracts 1 and 4, other than accommodating buildings or removal of dead trees.
4. No junkyards, landfills, waste, or dump sites.
5. No short-term rentals (less than thirty (30) days per rental period).
6. No mobile, modular or manufactured homes.
7. Homes shall be a minimum of 1,200 square feet on the first floor, exclusive of garage.
8. No mobile home parks, RV parks or campgrounds.
9. No offroad/ATV parks or race tracks.
10. No vehicle, boat or RV storage lots.
11. No commercial hog, cattle or dog boarding operations.
12. Only one horse or livestock animal may be kept per acre, but no swine permitted, other than for 4H or FFA projects.
13. Poultry are allowed, but not for commercial purposes.
14. The owner of each tract of the Property shall maintain his/her/their/its tract in good order and repair; and shall do nothing which is a violation of law.
15. No garbage, trash, rubbish or any discarded item shall be left in the yard of any tract overnight.
16. No abandoned cars, motorcycles, trucks, equipment or motor vehicles of any kind whatsoever that are unable to move under their own power may be stored outside on any tract for more than thirty (30) days.
17. Except as required by law, no signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any tract other than "For Sale" signs.
18. These restrictions may be amended only by an instrument executed by not less than two-thirds (2/3) of the tract/parcel owners of record at the time the amendment is executed. Each tract or parcel shall carry one vote, regardless of the number of owners or whether an individual or entity owns multiple tracts or parcels. Such amendment shall be duly recorded in the Office of the Recorder of Deeds of Pike County, Missouri.

Enforcement of any of these restrictions may be by proceedings at law or in Equity, including injunctive relief, against any person, persons or entity violating or attempting to violate such restrictions and may be brought to restrain any such violation and to recover damages

therefore together with reasonable attorney's fees, court costs and such other relief as a court may find.

This Declaration of Deed Restrictions shall be recorded in the Office of the Recorder of Deeds of Pike County, Missouri, and incorporated by reference into all future deeds conveying any interest in the Property described in Exhibit A and shall run with the Property in perpetuity.

If any provision of this Declaration, or the application thereof to any person or circumstance, shall be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining provisions hereof, which shall remain in full force and effect. The remaining provisions shall be construed in a manner that best effectuates the original intent of the Parties.

IN WITNESS WHEREOF, said parties of the first part have executed these presents the day and year first above written.

VITALE HOLDINGS, LLC:

Philip Vitale
Philip Vitale, Manager

STATE OF MISSOURI)
) ss.
COUNTY OF *Pike*)

On this *25th* day of November, 2025, before me personally appeared Philip Vitale, manager of Vitale Holdings, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged that HE/SHE executed the same as HIS/HER free act and deed in behalf of said limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in *Pike* County, Missouri, the day and year first above written.

KENZIE HART
Notary Public, Notary Seal
State of Missouri
Pike County
Commission # 12513184
My Commission Expires 09/13/2028

Kenzie Hart
Notary Public *Kenzie Hart*

Robert Dane Omohundro

Robert Dane Omohundro

Kaylee Marie Omohundro

Kaylee Marie Omohundro

STATE OF MISSOURI)
) ss.
COUNTY OF Pike)

On this 25th day of November, 2025, before me personally appeared **Robert Dane Omohundro**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that HE/SHE executed the same as HIS/HER free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Pike County, Missouri, the day and year first above written.

Kenzie Hart

Notary Public



STATE OF MISSOURI)
) ss.
COUNTY OF Pike)

On this 25th day of November 2025, before me personally appeared **Kaylee Marie Omohundro**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that HE/SHE executed the same as HIS/HER free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Pike County, Missouri, the day and year first above written.

Kenzie Hart

Notary Public



OAK BLUFF PROPERTIES, LLC:

Bret W. Martin
Bret W. Martin, Manager

STATE OF MISSOURI)
) ss.
COUNTY OF Pike)

On this 25th day of November, 2025, before me personally appeared Bret W. Martin, manager of Oak Bluff Properties, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged that HE/SHE executed the same as HIS/HER free act and deed in behalf of said limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Pike County, Missouri, the day and year first above written.

Kenzie Hart
Notary Public



Nathan Geeding
Nathan Geeding

STATE OF MISSOURI)
) ss.
COUNTY OF Pike)

On this 25th day of November, 2025, before me personally appeared **Nathan Geeding**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that HE/SHE executed the same as HIS/HER free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Pike County, Missouri, the day and year first above written.



Kenzie Hart
Notary Public *Kenzie Hart*

EXHIBIT A

A TRACT OF LAND BEING A PART OF US SURVEY 1762, TOWNSHIP 52 NORTH, RANGE 1 WEST, PIKE COUNTY, MISSOURI: COMMENCING AT A FOUND MONUMENT AT THE SOUTHWEST CORNER OF U.S. SURVEY 1762; THENCE N 22 DEGREES 05' 09" W, 2,456.14 FEET, TO AN IRON PIN ON THE WEST LINE OF U.S. SURVEY 1762 MARKING THE POINT OF BEGINNING; THENCE CONTINUE N 22 DEGREES 05' 09" W ALONG SAID LINE, 3,034.30 FEET TO AN IRON PIN ON SAID WEST LINE; THENCE S 78 DEGREES 42' 18" E, 3,069.10 FEET, TO A FOUND POST; THENCE S 84 DEGREES 54' 19" E, 17.13 FEET, TO A FOUND POST; THENCE S 74 DEGREES 00' 38" E, 1,107.48 FEET, TO A FOUND POST; THENCE S 80 DEGREES 09' 55" E, 938.39 FEET, TO AN IRON PIN ON THE WESTERN RIGHT-OF-WAY LINE OF STATE ROUTE D, SAID PIN MARKING THE POINT OF CURVE TO THE LEFT WITH A RADIUS OF 2,894.75 FEET AND A CHORD OF S 09 DEGREES 59' 40" W 149.37 FEET, THENCE SOUTHERLY ALONG THE ARC 149.39 FEET; THENCE S 08 DEGREES 30' 16" W, 1,169.67 FEET, TO A FOUND RIGHT-OF-WAY MARKER; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 413.27 FEET, SAID CURVE HAVING A RADIUS OF 1,939.60 FEET WITH A CHORD OF S 02 DEGREES 24' 02" W 412.49 FEET; THENCE S 03 DEGREES 40' 04" E, 215.85 FEET, TO AN IRON PIN; THENCE N 87 DEGREES 04' 22" W, 3,677.49 FEET, TO THE POINT OF BEGINNING. CONTAINING 229.20 ACRES.

A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER OF SECTION 21, A PART OF US SURVEY 1762, AND A PART OF US SURVEY 3131, ALL IN TOWNSHIP 52 NORTH, RANGE 1 WEST, PIKE COUNTY, MISSOURI: BEGINNING AT A FOUND MONUMENT AT THE SOUTHWEST CORNER OF US SURVEY 1762 SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE SOUTH 67 DEGREES 41' 53" WEST 272.52 FEET TO AN IRON PIN; THENCE NORTH 21 DEGREES 09' 44" WEST 225.38 FEET, TO A FOUND POST ON THE NORTH LINE OF U.S. SURVEY 3131; THENCE SOUTH 70 DEGREES 10' 28" WEST 1,419.85 FEET TO A FOUND POST ON THE NORTH LINE OF U.S. SURVEY 3131; THENCE NORTH 86 DEGREES 46' 09" WEST 253.16 FEET TO A FOUND POST AT THE CENTER OF SECTION 21; THENCE NORTH 01 DEGREE 11' 00" EAST 2,659.76 FEET, TO A FOUND POST AT THE NORTH QUARTER CORNER OF SECTION 21; THENCE SOUTH 88 DEGREES 37' 06" EAST 943.80 FEET TO AN IRON PIN AT THE INTERSECTION OF THE NORTH LINE OF SECTION 21 AND THE WESTERN LINE OF U.S. SURVEY 1762; THENCE SOUTH 87 DEGREES 04' 22" EAST 3,677.49 FEET, TO AN IRON PIN ON THE WESTERN RIGHT-OF-WAY LINE OF STATE ROUTE D; THENCE SOUTH 03 DEGREES 40' 04" EAST 937.79 FEET TO AN IRON PIN AT THE INTERSECTION OF SAID WESTERN RIGHT OF WAY LINE AND THE SOUTH LINE OF U.S. SURVEY 1762; THENCE ALONG THE SOUTH LINE OF U.S. SURVEY 1762, SOUTH 67 DEGREES 41' 53" WEST 1,353.63 FEET TO A FOUND IRON PIN; THENCE CONTINUING SOUTH 67 DEGREES 41' 53" WEST ALONG SAID LINE, 1,061.69 FEET TO AN IRON PIN; THENCE CONTINUE SOUTH 67 DEGREES 41' 53" WEST ALONG SAID LINE, 620.99 FEET TO THE POINT OF BEGINNING.

THIS DOCUMENT, INCLUDING LEGAL DESCRIPTIONS WAS PREPARED SOLELY UPON INFORMATION PROVIDED BY THE PARTIES OR THEIR AGENTS, WITHOUT TITLE SEARCH OR EXAMINATION.

Office of County Recorder, Pike County, Missouri
I hereby certify this instrument was recorded on
11/26/2025 at 11:40:18 AM
Total Fees: \$42.00
Book: 334 Page: 6365
Pages: 7
Kim S. Luebrecht
Pike County Recorder



By: *Haine Flynn*
R/ PCT

PRIVATE ROAD MAINTENANCE AGREEMENT

This Private Road Maintenance Agreement, made and entered into this 25th day of November, 2025, by and between Vitale Holdings, LLC, a Missouri limited liability company, hereinafter referred to as First Party, Robert Dane Omohundro and Kaylee Marie Omohundro, husband and wife, hereinafter referred to as Second Party, Oak Bluff Properties, LLC a Missouri limited liability company, hereinafter referred to as Third Party, and Nathan Geeding, a married person, hereinafter referred to as Fourth Party, and collectively the “Owners” having a statutory mailing address at 3647 Hwy H, Silex, MO 63377.

WITNESSETH:

WHEREAS, Owners are the owners of the real estate located in Pike County, State of Missouri and further identified on Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, Owners have subdivided the real estate as set forth in Plat Book 12, Page 229 of the Pike County, Missouri Records

WHEREAS, the Owners utilize a private road “Road” for ingress and egress to the properties described in Plat Book 12, Page 229 of the Pike County, Missouri Records; and

WHEREAS, the Owners desire to create a private road maintenance agreement for ingress and egress to real estate as subdivided; and

WHEREAS, Owners, and their successors shall collectively be hereafter referred to as “Participating Owners”; and

WHEREAS, the Participating Owners of each tract shall be entitled to one vote for each tract owned by such Participating Owner, even if there is more than one Owner of any given tract; and

WHEREAS, it is in the best common interest of the Participating Owners and their successors to provide for maintenance of the shared roads as depicted on the plat map recorded in Book 12, Page 229 of the Pike County, Missouri Records.

NOW THEREFORE, it is agreed between the parties as follows:

1. **Road Commission Agent.** A Road Commission Agent shall be elected by a majority of the Participating Owners and shall serve until removed by a majority vote of the Participating Owners or until the Road Commission Agent provides written notice of his or her resignation to the other Participating Owners. The Road Commission Agent shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed. The Participating Owners select Bret Martin and Nathan Geeding to serve as the initial Road Commission Agents. The Road Commission Agents shall report all income and expenses to all Participating Owners by the last day of February each year.

2. **Road Maintenance.** Road maintenance will be undertaken and made whenever necessary to maintain the Road. A majority vote of the Participating Owners shall be required to spend or enter into contracts in excess of yearly assessments due in any given calendar year. Any expenditures shall require the approval and signature of both Road Commission Agents.

3. **Emergency Repairs.** In the event of a condition that poses an immediate threat to safe access or use of the Roads — including but not limited to washouts, fallen trees, hazardous debris, or structural failure — any Participating Owner may initiate emergency repairs without prior vote or approval. Such repairs shall be limited to restoring basic safe passage and shall be performed in a reasonable and cost-effective manner. The Participating Owner who initiates emergency repairs shall:

- Notify the Road Commission Agents and all other Participating Owners within 72 hours of commencement.
- Provide a written summary of the condition, actions taken, and associated costs.
- Be entitled to reimbursement from the Road Maintenance Fund or, if insufficient, from all Participating Owners in proportion to their annual assessment obligations.

Any dispute regarding the necessity or reasonableness of emergency repairs shall be resolved by majority vote of the Participating Owners

4. **Cost.** Each Participating Owner shall pay \$300.00 per year assessment for each parcel of ground owned by each Participating Owner. Any assessment due hereunder shall be paid on or before June 1st of each year, beginning not later than June 1, 2026. Any assessment hereunder shall be paid to the Road Commission Agent that is in place at the time the assessment is paid.

5. **Future Parcels.** Any additional parcels gaining access to the Road by way of subdividing an existing parcel shall be bound by all terms and conditions of this Agreement, and will be required to pay the applicable portion of the assessment as set forth in paragraph 3 herein, as may be amended.

6. **Annual Meeting and Election.** The Participating Owners shall meet at least once per calendar year, preferably in March. Road Commission Agents shall be elected annually at that time to serve for a one-year term. Only one Participating Owner per tract shall be able to serve as a Road Commission Agent at any time. The Road Commission Agents shall send notice of the meeting at least 14 days prior to the meeting. Notice may be given in person, by telephone, text or electronic mail but records of such notice shall be kept by the Road Commission Agents. Such records may include screenshots, email logs, or written confirmation of delivery.

7. **Effective Term.** This Agreement shall be perpetual, and shall encumber and run with the land as long as the Road remains private.

8. **Binding Agreement.** This Agreement shall be binding upon the parties hereto, their heirs, successors, and assigns, and shall serve to benefit and burden the real estate of the parties hereto as described and identified on Exhibit A of the respective parties and any subdivisions thereto. This Agreement shall be recorded in the Office of the Recorder of Deeds of Pike County, Missouri, and referenced in all future deeds conveying any interest in the subject parcels.

9. **Amendment.** This Agreement may be amended by a two-thirds majority consent of all Participating Owners which shall be signed and recorded with the Pike County Recorder of Deeds.

10. **Use.** No Participating Owner will block access to any portion of the Road or impede in any way the other Participating Owner's access to any part of the Road. Participating Owners shall only use that portion of the Road necessary to access their respective property(ies).

11. **Enforcement.** This Agreement may be enforced by the Road Commission Agents or a majority of the Participating Owners. If a lawsuit is necessary to enforce the terms of this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney's

fees and costs if the party prevails. The Road Commission Agents or a majority of the Participating Owners shall have the right to file a lien and notice thereof, for any assessment that is at least thirty (30) days past due without further notice to the delinquent Participating Owner. Prior to filing a lien against any tract, notice shall be sent to the delinquent Participating Owner by certified mail with return receipt requested to the address on file with the County Assessor's Office.

12. **Exclusion.** Tract #3 as identified in Plat Book 12, Page 229 of the Pike County, Missouri Records, and any subdivision(s) thereof, shall be excluded from this Agreement.

IN WITNESS WHEREOF, the parties have executed this Private Road Maintenance Agreement the day and year first written above.

VITALE HOLDINGS, LLC:



Philip Vitale, Manager

STATE OF MISSOURI)
) ss.
COUNTY OF Pike)

On this 25th day of November, 2025, before me personally appeared Philip Vitale, manager of Vitale Holdings, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged that HE/SHE executed the same as HIS/HER free act and deed in behalf of said limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Pike County, Missouri, the day and year first above written.



Notary Public

Robert Dane Omohundro
Robert Dane Omohundro

Kaylee Marie Omohundro
Kaylee Marie Omohundro

STATE OF MISSOURI)
) ss.
COUNTY OF Pike)

On this 25th day of November, 2025, before me personally appeared **Robert Dane Omohundro**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that HE/SHE executed the same as HIS/HER free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Pike County, Missouri, the day and year first above written.

Kenzie Hart
Notary Public



STATE OF MISSOURI)
) ss.
COUNTY OF Pike)

On this 25th day of November, 2025, before me personally appeared **Kaylee Marie Omohundro**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that HE/SHE executed the same as HIS/HER free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Pike County, Missouri, the day and year first above written.

Kenzie Hart
Notary Public



OAK BLUFF PROPERTIES, LLC:

Bret W. Martin

Bret W. Martin, Manager

STATE OF MISSOURI)
) ss.
COUNTY OF Pike)

On this 25th day of November, 2025, before me personally appeared Bret W. Martin, manager of Oak Bluff Properties, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged that HE/SHE executed the same as HIS/HER free act and deed in behalf of said limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Pike County, Missouri, the day and year first above written.

Kenzie Hart

Notary Public

Nathan Geeding

Nathan Geeding

STATE OF MISSOURI)
) ss.
COUNTY OF Pike)

On this 25th day of November, 2025, before me personally appeared **Nathan Geeding**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that HE/SHE executed the same as HIS/HER free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Pike County, Missouri, the day and year first above written.



Kenzie Hart

Notary Public *Kenzie Hart*

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A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER OF SECTION 21, A PART OF US SURVEY 1762, AND A PART OF US SURVEY 3131, ALL IN TOWNSHIP 52 NORTH, RANGE 1 WEST, PIKE COUNTY, MISSOURI: BEGINNING AT A FOUND MONUMENT AT THE SOUTHWEST CORNER OF US SURVEY 1762 SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE SOUTH 67 DEGREES 41' 53" WEST 272.52 FEET TO AN IRON PIN; THENCE NORTH 21 DEGREES 09' 44" WEST 225.38 FEET, TO A FOUND POST ON THE NORTH LINE OF U.S. SURVEY 3131; THENCE SOUTH 70 DEGREES 10' 28" WEST 1,419.85 FEET TO A FOUND POST ON THE NORTH LINE OF U.S. SURVEY 3131; THENCE NORTH 86 DEGREES 46' 09" WEST 253.16 FEET TO A FOUND POST AT THE CENTER OF SECTION 21; THENCE NORTH 01 DEGREE 11' 00" EAST 2,659.76 FEET, TO A FOUND POST AT THE NORTH QUARTER CORNER OF SECTION 21; THENCE SOUTH 88 DEGREES 37' 06" EAST 943.80 FEET TO AN IRON PIN AT THE INTERSECTION OF THE NORTH LINE OF SECTION 21 AND THE WESTERN LINE OF U.S. SURVEY 1762; THENCE SOUTH 87 DEGREES 04' 22" EAST 3,677.49 FEET, TO AN IRON PIN ON THE WESTERN RIGHT-OF-WAY LINE OF STATE ROUTE D; THENCE SOUTH 03 DEGREES 40' 04" EAST 937.79 FEET TO AN IRON PIN AT THE INTERSECTION OF SAID WESTERN RIGHT OF WAY LINE AND THE SOUTH LINE OF U.S. SURVEY 1762; THENCE ALONG THE SOUTH LINE OF U.S. SURVEY 1762, SOUTH 67 DEGREES 41' 53" WEST 1,353.63 FEET TO A FOUND IRON PIN; THENCE CONTINUING SOUTH 67 DEGREES 41' 53" WEST ALONG SAID LINE, 1,061.69 FEET TO AN IRON PIN; THENCE CONTINUE SOUTH 67 DEGREES 41' 53" WEST ALONG SAID LINE, 620.99 FEET TO THE POINT OF BEGINNING.

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