**FIRST AMENDED AND RESTATED**

**DECLARATION OF PROTECTIVE COVENANTS**

**FOR**

**LEGEND TRAIL RANCH**

THIS FIRST AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR LEGEND TRAIL RANCH, a private rural community (the “Declaration”) is made this 31st day of August, 2018, by Cheryl W. Rennels, individually, and in her capacity as Trustee of The Duane Rennels Disclaimer Trust created under the Last Will and Testament Dated October 26, 2006 (the “Declarant”). The Declaration replaces in its entirety the Declaration of Protective Covenants for Legend Trail Ranch executed on August 17, 2018 (the “Original Declaration”) and recorded in the real property records of Larimer County, Colorado at Reception Number **20180051053**.

**BACKGROUND**

Declarant is the record owner of certain real property in Larimer County, Colorado which is interchangeably referred to herein as the “Property” or “Legend Trail Ranch” more particularly described in **Exhibit A** attached hereto. Declarant has caused the Property to be subdivided into eleven residential parcels, each of which are more particularly described in **Exhibit B** attached hereto and depicted in the survey Plat recorded in the real property records of Larimer County, Colorado on August 17, 2018 at Reception Number **20180051050** (the “Plat”).

Legend Trail Ranch is an exceptional prairie neighborhood offering beauty and serenity without the visual light and noise pollution of city dwelling. This Declaration is executed in furtherance of a common and general plan for the development and use of the Property; to protect and enhance the quality, value, desirability, and attractiveness of Legend Trail Ranch; and to establish rights and obligations of the owners of the individual residential parcels.

**DECLARATION**

Declarant, for herself and her successors and assigns, hereby declares that the Property and each part thereof, shall, from the date the Property became subject to this Declaration, be owned, held, transferred, conveyed, sold, leased, rented, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, easements, restrictions and other reservations, limitations, and provisions set forth in this Declaration for the duration hereof, all of which are declared to be a part of, pursuant to and infurtherance of a common and general plan of development, improvement, enhancement and protection of the Property. The provisions of this Declaration are intended to and shall run with the land and shall bind, be a charge upon and inure to the mutual benefit of (a) all of the Property and each part or parcel thereof, (b) Declarant, and (c) all persons having or acquiring any right, title or interest in or to the Property or any part of parcel thereof or any improvement thereon and their respective heirs, representatives, successors and assigns.

**ARTICLE 1: DEFINITIONS**

1. “Parcel” means each of the parcels of real property located in Legend Trail Ranch which are described in Exhibit A and any additional parcels which may hereafter become subject to this Declaration pursuant to the terms hereof.

2. “Owner” means the record owner or owners, whether one or more persons or entities, of any Parcel.

3. “Declarant” means the owner or owners of the Property at the time of this Declaration. At the time of this Declaration, Cheryl W. Rennels is the Declarant. Upon the resignation or death of the Declarant, the rights and responsibilities of the Declarant hereunder shall automatically be assigned to and assumed by any Colorado nonprofit corporation/association hereafter established by Declarant (the “LTR Association”). Such rights and responsibilities shall be exercised pursuant to the bylaws of such LTR Association and this Declaration. The term “Declarant” as used herein shall refer to the original Declarant and, upon the resignation or death of Declarant, to such LTR Association.

**ARTICLE 2: PROTECTIVE COVENANTS**

1. Land Use and Building Type. No Parcel shall be used for any purpose other than as a location for one (1) single family residence. One single family residence with attached or unattached garages, well enclosures, and non-residential outbuildings and structures, such as barns, stables, corrals, or workshops for the maintenance of equipment or craft or hobby activities may be located, constructed or placed on any Parcel. No other structures are permitted on any Parcel. Nothing contained herein shall prohibit the use of a portion of any garage or non-residential structure for use as living quarters, provided that such use is in accordance with all applicable Larimer County zoning and building codes, laws and regulations and provided that such use is not as the primary residence on the Parcel. Notwithstanding the foregoing, a guesthouse or caretaker house shall be permitted to be located, constructed, or placed on a Parcel provided that such structure shall meet all applicable Larimer County zoning and building codes, laws and regulations and further provided that such structure shall not increase the number of permissible structures on any Parcel as set forth in Paragraph 4 (E) below.

No Parcel shall be used for a retail or wholesale storefront or to conduct any commercial or manufacturing business or trade, including, but not limited to, the maintenance of livestock for commercial purposes or commercial equipment or vehicle repair. Notwithstanding the foregoing, the residence may provide office facilities to support an Owner’s trade, profession, or home occupation and related limited sales activities. Professional or “home” occupations such as physician, attorney, dentist, engineer, rancher, farmer, hair stylist, or real estate agent, as permitted by the zoning ordinances of Larimer County, Colorado, may be conducted from a residence.

2. Temporary Residences. No temporary residential structures shall be permitted on any Parcel. No trailer, motor home, mobile home, camper, basement, or accessory building may be used on any Parcel as a permanent residence. Recreational vehicles or campers (not to exceed two at any time) may be permitted on any Parcel from time to time in accordance with Larimer County regulations and only for a period not to exceed four consecutive weeks. Notwithstanding the foregoing, any Owner may locate and reside in a temporary residence (mobile home, trailer, camper, etc.) during the construction of the residence on a Parcel for a period not to exceed twelve months or when a Certificate of Occupancy has been issued, whichever is shorter. Nothing contained herein shall prohibit any occupancy of a temporary residence located within a garage or other non-residential structure provided that such occupancy is in compliance with all other restrictions contained in this Declaration.

3. Modular Homes. No mobile home or HUD manufactured home will be permitted to be located or erected on any Parcel. Modular homes meeting Universal Building Code standards may be permitted at the discretion of Declarant, provided that such structures: 1) are located on a permanent foundation; 2) include a site-built porch; 3) only include windows which are trimmed with dark-colored materials (not white or light-colored trim); and 4) otherwise comply with all building requirements set forth in this Declaration.

4. Building Requirements. In order to ensure the harmonious development of Legend Trail Ranch for the benefit of all residents, prior to the construction or reconstruction of any residential or appurtenant structures, the Owner(s) shall be required to submit to the Declarant two full sets of proposed building plans, including site plans, erosion control measures, elevations and exterior color schemes and materials. The Declarant shall have no less than two (2) weeks to review such building plans and shall have the right to reject any proposed building plans which, in the Declarant’s sole discretion, do not meet the standards set forth herein. Upon completion of Declarant’s review, Declarant shall retain one set of building plans and shall return the second set to the Owner(s). All structures erected or constructed on any Parcel must meet the following minimum standards:

A. All structures must be constructed, located and/or erected within or outside of (as applicable) any building envelope or non-building zone(s) on any Parcel, as determined by Declarant. The designated building envelope and/or non-building zone(s) for relevant Parcels shall be sited to minimize obstruction of views for neighboring Parcels and shall be set forth as a perpetual deed restriction in the recorded deed for the Parcel. Additionally, all structures shall be sited so as to protect the views of ridge lines and natural rock outcroppings for other Parcels. Roofs on any permitted structures constructed on Parcels shall not penetrate the horizon/skyline above the ridge lines. Generally, structures must be sited a minimum of thirty feet (30’) below the topographical high point of the ridge on the Parcel; provided, however, that if the Declarant reasonably determines that the location of a building envelope on any Parcel and/or the topographical features of that Parcel do not allow for structures to be sited in this manner, this restriction shall not apply.

B. Residences must be ranch-style homes no less than 2,600 square feet above ground, excluding basement and garage. No two-story homes or other structures are permitted on any Parcel. Each residence must have a minimum two-car garage, whether attached or detached. All construction and building activities shall be designed and carried out so as to minimally disturb existing grades, vegetation and grasslands on any Parcel. Any proposed change to the drainage and/or topography of any Parcel or portion thereof must be approved in advance by the Declarant and must comply with all applicable local, state and federal laws and regulations, if any.

C. No residence shall exceed twenty-two feet (22’) in height nor have a roof pitch exceeding 5/12 rise/span, except as set forth herein. No barn or other structure shall exceed twenty-four feet (24’) in height. The height of any structure shall be determined by measuring the peak of the roof from a point ten feet (10’) from the lowest corner of the structure (generally, the lowest corner of the structure shall mean the point at which the building touches the finished grade). Maximum structure heights of twenty-six feet (26’) shall be permitted for sloped sites. Variances of up to fifteen percent (15%) above the allowed heights set forth herein may be permitted at the discretion of the Declarant to accommodate unique site conditions. Chimneys and other appurtenances may exceed the maximum height restrictions set forth herein in order to meet applicable building codes. Trees and shrubs used to landscape any Parcel shall be limited to low water use species native to the area and low in mature profile. Generally, the mature height of any landscaping, including but not limited to trees and shrubs, planted on any Parcel shall not exceed the maximum height of any residence permitted to be located on such Parcel.

D. All structures shall be constructed of materials and in colors which blend with the natural surroundings and do not create distracting reflections or glare for neighboring properties. Generally, structures should be constructed in shades of green, brown, and/or earth tones unless otherwise permitted by the Declarant, in Declarant’s discretion. Barns, garages, and other structures must be the same, similar, or complementary color as the residence and roof color must match the roof color of the residence. The roof pitch of any barn or other structure must match the roof pitch of the residence.

E. The maximum number of structures permitted on any Parcel is two, including the single-family residence and garage. For purposes of this section, the garage and single-family residence shall be considered one structure, regardless of whether the garage is attached or detached from the residence. Loafing sheds and other animal shelters, such as dog houses, shall not be considered structures for the purpose of determining the number of structures located on any Parcel but shall only be constructed of materials and in colors which are complementary to the residential structure.

F. All fencing must meet the same standards for materials and colors set forth above and must not exceed six feet (6’) in height. Solid (privacy) and chain link fencing are prohibited. Prior to installation of any fencing or replacement of existing fencing with fencing of new materials or colors, the Owner of the affected Parcel shall submit a request for review and approval to the Declarant. All fencing materials and colors shall be required to meet all applicable building standards as set forth in this Article 2, Section 4.

G. Exterior lighting shall be designed and placed so as to minimize the impact of such lighting on surrounding Parcels, wildlife, and the viewshed. Exterior lighting shall be designed and placed so that all light is directed downward. Small exterior lights near the entrances to any residence and at ground level along driveways and sidewalks shall be permitted. No exterior lighting that is designed or allowed to remain on from sundown to sunrise shall be permitted unless the source of such lighting is shielded from all other Parcels.

H. Propane tanks servicing any Parcel must be buried in accordance with applicable laws and regulations. In order to minimize wear and tear on the Access Roads, one propane supplier shall be chosen by the Declarant to provide propane to Legend Trail Ranch and all Owners shall be required to utilize that supplier. Upon receipt of written request by sixty percent or greater of the Owners for a change or upon Declarant’s own proposal to change propane suppliers, the Declarant shall notify all Parcel Owners of the proposed change and shall hold a vote to determine whether the majority of the Owners approve the proposed new supplier. The Declarant shall determine, in Declarant’s sole discretion, the manner of holding such vote. Each Parcel shall be entitled to one vote and Declarant shall be permitted one vote for each Parcel owned by Declarant at such time.

I. Solar panels and other renewable energy sources shall be located and operated in a manner which shall not unduly impact the viewshed of other Parcels or otherwise result in a nuisance on any other Parcel. Cellular towers, antennas, and large satellite dishes shall not be permitted on any Parcel.

J. Utility lines, including gas, propane, water, telephone and electrical lines, servicing any Parcel must be located underground.

5. Refuse and Rubbish. Refuse, rubbish, garbage, trash, and other wastes (“Trash”) shall be kept within sealed containers and shall not be allowed to accumulate on any Parcel. All Trash containers shall be kept in a neat, clean, and sanitary condition. All Trash shall be disposed of in a sanitary manner off of the Parcel. No Parcel nor any driveway, access, or easement area shall be used as a dumping ground for any Trash. No roadside or on-Parcel collection/removal of Trash by a third party shall be permitted within the Property at any time when a community Trash collection service is provided as set forth below. Subject to the terms and conditions of the Private Access/Utility Easement and Road Maintenance Agreement referenced below, the Declarant may arrange for a community Trash collection site for use by Declarant and all Parcels. Notwithstanding the foregoing, roll-aways or other containers shall be permitted to be located on a Parcel during construction, reconstruction, or removal of a residence or other major structure.

6. Nuisances. No activity which may constitute a nuisance shall be permitted on any Parcel. Pets not restricted to the confines of its Owner’s Parcel shall be considered a nuisance. There shall be no persistent loud or excessive noises or persistent noxious smells (including smells associated with livestock) permitted on any Parcel which interfere with the right of adjoining property owners to the quiet enjoyment of their properties. Overgrazing of pastures, noxious weeds, and inoperative vehicles located on a Parcel shall be deemed nuisances. All noxious weeds, including but not limited to those poisonous to livestock, shall be eliminated. No more than four operative vehicles, machines or other equipment may be stored outside of a covered and enclosed structure on any Parcel (of the four permitted vehicles, machines, or other equipment, no more than two (2) shall be anything other than a car or truck). Periodic, temporary (no more than thirty (30) days) use and/or presence of such vehicles or equipment shall be permitted. Owners shall be responsible to manage or eliminate any pests, including burrowing rodents and other animals whose activities may create hazards and/or encourage the growth and spread of noxious weeds from one Parcel to another.

7. Fences. Fences meeting the requirements set forth above may be installed by the Owner of any Parcel at the Owner’s expense; provided, however, that no fence shall interfere with any road, the North Poudre Irrigation Company irrigation ditch and/or easements, and/or any utility easements within or bordering such Parcel. The Owner of any Parcel on which livestock, including chickens and other fowl, are located, shall be required to contain such livestock with fencing. Any fencing located adjacent to W. County Road 80, including any fencing existing at the time of this Declaration, shall be constructed of barbed wire.

8. Animals. Permitted livestock (see list of permitted livestock in subsection (b) below and domestic pets shall be permitted on individual Parcels, subject to the other covenants and restrictions contained herein and all applicable state and local regulations. Animals shall be kept under control so as not to be a nuisance to other Owners or Declarant and shall be provided adequate shelter, food, and maintenance. Animals, including domestic pets, not restricted to an Owner’s Parcel shall be considered a nuisance. Overgrazing by livestock is strictly prohibited. Pastures and manure shall be managed so as to control noxious odors and prohibit the attraction of pests and insects. Composting of manure must be done in contained structures and not in the open.

a. Subject to the other requirements and limitations contained in this Section, dogs and cats may be kept on any Parcel provided that they are not kept, bred, or maintained for commercial purposes, and provided that there shall not be permitted more than six (6) total adult dogs and/or adult cats on any Parcel (i.e., four dogs and two cats or any other combination totaling no more than six).

b. Subject to the other limitations contained in this Section, permitted animals (see below) may be kept, provided that the total combined number of livestock (horses, mules, donkeys, cattle, goats, llamas, alpacas, sheep) permitted on any Parcel shall not exceed six (6) and the total number of chickens, ducks, or other fowl shall not exceed sixteen (16).

c. Animals not identified in subsection (b) above as “permitted” animals shall not be allowed on any Parcel except with the written approval of Declarant, which approval may be granted or denied in Declarant’s sole discretion. Notwithstanding the foregoing and subject to the other restrictions contained in this Section, animals not identified on the list above as “permitted” may be kept on any Parcel for limited time periods not to exceed four (4) months for non-commercial agricultural purposes, such as 4-H or fair projects.

d. All male breeding stock (livestock) shall be confined at all times within a barn or other structure.

9. Hunting, Guns, Motorized Vehicles. Hunting with and/or recreational shooting of guns on any Parcel is strictly prohibited. The recreational use of any motorized vehicles, including dirt bikes or all terrain vehicles (ATVs), is strictly prohibited, as is the construction or use of any trails or courses for the recreational use of motorized vehicles. Notwithstanding the foregoing, nothing shall prohibit an Owner from using an ATV or similar motorized vehicle (Kubota, etc.) for the maintenance of the Parcel.

10. Mineral Development Restrictions. Neither Owners nor Declarant (or Declarant’s heirs, successors or assigns) shall transfer, lease or otherwise separate any mineral rights currently owned or later acquired, from the surface of the Property. Neither Owners nor Declarant (or Declarant’s heirs, successors or assigns) shall permit any filling, excavating, dredging, mining, drilling, or exploration for or extraction of any minerals, hydrocarbons, coalbed methane, soils, sand, gravel, rock or other materials on, under, or in the Property by any method.

**ARTICLE 3: GENERAL PROVISIONS**

1. Access Roads. Legend Trail Ranch is served by certain private roads which are accessed from West County Road 80. Use and maintenance of the Legend Trail Ranch private roads as depicted in the Plat are subject to a separate Access/Utility Easement and Road Maintenance Agreement (the “Road Agreement”). Road maintenance fees shall be contributed by each Owner as set forth in the Road Agreement. Access roads may be used for ingress, egress, utility and recreational purposes in accordance with the terms and conditions of the Road Agreement.

2. Duration of Protective Covenants. These Protective Covenants are for the benefit of Declarant, her successors and assigns as well as the Owners of each Parcel described in Exhibit B and shall run with the title to each such Parcel. Subject to amendment as herein provided, this Declaration shall remain in full force and effect, shall run with the land, and shall be binding upon all persons having any interest in any of the real property within the Property in perpetuity unless an amendment to this Agreement signed by a majority of the then Owners of Parcels within the Property and executed in accordance with Section 6 below has been recorded agreeing to terminate the Declaration in whole or in part.

3. Enforcement. This Declaration may be enforced by Declarant and by any Owner by an action at law or in equity. Enforcement may be sought against any person or entity violating or attempting to violate any provision hereof. Proceedings may be commenced for the purpose of restraining a future violation, removing a violation, recovery of damages for any violation, or for the attainment of such other rights or relief as is just and equitable. Failure of Declarant or any Owner to enforce a provision or to seek abatement of any violation of a particular provision shall not preclude or prevent the enforcement of other provisions or be a ban to an action to abate any other violation of these covenants, whether such violation shall be of the same or a different provision.

In the event of any litigation arising out of this Declaration, the court may award all reasonable costs and expenses, including attorneys’ fees to the prevailing party.

4. Enforcement Fund. Upon the initial sale of each Parcel, the amount of Five Thousand Dollars ($5,000.00) shall be collected by Declarant from the Owner to be included in an enforcement fund which shall be maintained in an interest-bearing account by the Declarant for the benefit of all Parcels. In the event that any Owner violates any of the restrictions or protective covenants set forth in this Declaration and/or breaches the Road Agreement, the Declarant shall have the right to use the principal and/or interest in the enforcement fund to pay for legal fees and costs incurred to enforce the terms thereof. No Owner shall be entitled to a refund of any portion of the Enforcement Fund at any time, provided, however, that, upon the sale of the Parcel to any third party, such third party shall be required to reimburse the selling Owner for such initial contribution unless the Owner elects, in such Owner’s sole discretion, to waive such reimbursement.

5. Amendment. This Declaration may be amended, in whole or in part, at any time by the vote of the majority of the Owners of the Parcels; provided that no such instruments shall be effective unless approved by Declarant so long as Declarant owns any Parcel or adjoining property. Any Amendment shall be effective only upon the recordation of the written Amendment in the office of the Clerk and Recorder for Larimer County, Colorado. No Amendment to this Declaration may be made which conflicts with the laws of the State of Colorado. Notwithstanding the foregoing, at any time after the date hereof, the Declarant shall have the right to unilaterally amend this Declaration to include additional Parcels which are adjacent to or in the same general vicinity as the Property.

6. Miscellaneous. Should any provision of this Declaration be declared invalid or unenforceable by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. This Declaration shall be construed and governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Protective Covenants effective as of the date first set forth above.

**DECLARANT**

**Cheryl W. Rennels**

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Cheryl W. Rennels

**The Duane Rennels Disclaimer Trust created under the Last Will and Testament Dated October 26, 2006**

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Cheryl W. Rennels, Trustee

STATE OF COLORADO )

) ss

COUNTY OF LARIMER )

Acknowledged before me this 31st day of August, 2018, by Cheryl W. Rennels, individually, and in her capacity as Trustee of The Duane Rennels Disclaimer Trust created under the Last Will and Testament Dated October 26, 2006, Declarant.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

**CONSENT OF LANDOWNERS**

In accordance with Article 3, Section 5 of the Original Declaration, the undersigned, being all of the landowners of the Property, hereby consent to the foregoing amendment and restatement of the Original Declaration.

**Cheryl W. Rennels**

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Cheryl W. Rennels

**The Duane Rennels Disclaimer Trust created under the Last Will and Testament Dated October 26, 2006**

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Cheryl W. Rennels, Trustee

**The Hunget Family Trust Dated July 31, 2013**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Alan Wesley Hunget, Trustee

STATE OF COLORADO )

) ss

COUNTY OF LARIMER )

Acknowledged before me this 31ST day of August, 2018, by Cheryl W. Rennels, individually, and in her capacity as Trustee of The Duane Rennels Disclaimer Trust created under the Last Will and Testament Dated October 26, 2006, and Alan Wesley Hunget, in his capacity as Trustees of the Hunget Family Trust Dated July 31, 2013.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

**Exhibit A**

Legal Description of Property



**Exhibit B**

Legal Descriptions of Parcels

**Parcel 1**



**Parcel 2**



**Parcel 3**



**Parcel 4**



**Parcel 5**



**Parcel 6**



**Parcel 7**



**Parcel 8**



**Parcel 9**



**Parcel 10**



**Parcel 11**

A parcel of land situate in Southeast 1/4 of Section 22 and the Northeast 1/4 of Section 27, all in Township 10 North, Range 70 West of the 6th P.M., County of Larimer, State of Colorado. Being more particularly described as follows:

Considering the North line of Section 22, Township 10 North, Range 70 West of the 6th P.M. to bear S 89°36'45" E and monumented by a 2.5 inch aluminum cap stamped LS 20676 on the Northwest corner and a 2.5 inch aluminum cap stamped PLS 32444 at the Northeast corner, and with all bearings contained herein are relative thereto.

COMMENCING at the Northeast corner of Section 22, Township 10 North, Range 70 West of the 6th P.M.

thence S 89°08'51" E for a distance of 1273.80 feet along the North line of Section 23, said Township 10 North, Range 70 West to the West 1/16 corner of Sections 14|23;

thence S 00°31'45" E for a distance of 2696.65 feet along the East line of the West 1/2 of the Northwest 1/4 of said Section 23 to the West 1/16 corner of said Section 23;

thence S 89°14'30" W for a distance of 1289.19 feet along the East-West centerline of the aforesaid Section 23 to the East 1/4 corner of aforesaid Section 22;

thence S 00°11'56" E for a distance of 1791.27 feet along the East line of the Southeast 1/4 of said Section 22 to the POINT OF BEGINNING;

thence S 00°11'56" E for a distance of 941.30 feet continuing along said East line to the Southeast corner of said Section 22;

thence S 00°39'36" E for a distance of 124.21 feet along the East line of Section 27, of the aforesaid Township 10 North, Range 70 West of the 6th P.M. to the approximate centerline of the North Poudre Irrigation Ditch;

thence along said approximate centerline the following courses and distances;

thence S 43°47'35" W for a distance of 376.14 feet;

thence S 51°44'31" W for a distance of 58.65 feet;

thence S 61°41'45" W for a distance of 61.05 feet;

thence S 72°02'22" W for a distance of 62.40 feet;

thence S 82°15'48" W for a distance of 60.06 feet;

thence S 89°11'41" W for a distance of 393.56 feet;

thence N 81°22'56" W for a distance of 255.77 feet;

thence N 87°32'16" W for a distance of 104.95 feet;

thence N 76°47'34" W for a distance of 46.71 feet;

thence N 23°50'43" W for a distance of 45.87 feet;

thence N 12°39'10" W for a distance of 366.42 feet;

thence N 15°32'22" W for a distance of 52.96 feet;

thence N 33°34'10" W for a distance of 56.62 feet;

thence N 51°05'06" W for a distance of 49.87 feet;

thence N 66°57'32" W for a distance of 45.79 feet;

thence N 76°03'45" W for a distance of 104.17 feet;

thence N 64°37'56" W for a distance of 70.14 feet;

thence N 40°16'34" W for a distance of 84.75 feet;

thence N 14°39'28" W for a distance of 77.85 feet;

thence N 07°12'19" E for a distance of 61.88 feet;

thence N 26°53'09" E for a distance of 85.13 feet;

thence N 17°34'42" E for a distance of 62.90 feet;

thence N 00°44'04" W for a distance of 62.90 feet;

thence N 10°02'31" W for a distance of 173.48 feet;

thence N 22°15'55" W for a distance of 51.31 feet;

thence N 46°19'01" W for a distance of 51.31 feet;

thence N 58°32'25" W for a distance of 227.81 feet;

thence departing said centerline N 89°48'04" E for a distance of 1951.94 feet to the aforesaid East line of the Southeast 1/4 of said Section 22, said point also being the Point of Beginning.

Containing 49.44 acres more or less.