

COUNTER PM  
VERIFY PM  
FEES \$ 88.00  
CHG SFILE  
SUBMITTED NEBRASKA TITLE COMPANY-OM

NEBRASKA DOCUMENTARY  
STAMP TAX  
Mar 26, 2015  
\$ Ex023 By PM

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
**2015-06463**  
2015 Mar 26 02:44:12 PM  
*Sheryl J. Davidson*  
REGISTER OF DEEDS



### PERMANENT EASEMENT

This indenture made this 23 day of March 2015, by and between Michael McCormack, John W. McClellan III, Trustee of the Patricia A. McClellan's Family Trust, Samuel J. Akins, Zachary M. Akins, John P. Akins, John S. Elliott, Successor Trustee of the Frank J. Wear Revocable Trust dated October 26, 1995 as amended under date of October 10, 2003, John H. Wear, Christopher D. Wear, Susan E. Wear, Wear Family, L.L.C. and Hanley Family, LLC, a Nebraska limited liability company (hereinafter collectively referred to as "Grantor"), and J & H Investments, L.L.C., a Nebraska limited liability company, its successors and assigns (the "Grantee").

### WITNESSETH:

That Grantor in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, does hereby grant and convey to Grantee the following:

A perpetual non-exclusive Easement for the installation, replacement, operation, repair and maintenance of water and sanitary sewer lines and any appurtenances and facilities thereto (the "Easement") under, above and across the following described real property (the "Property"):

That part of Tax Lot 4, in the East half of the NE Quarter of Section 23, Township 14 North, Range 11 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, described as follows: beginning at the NE corner of Lot 1, Lakeview South II Replat Five, a subdivision in said Sarpy County; thence N89°13'02"W (assumed bearing) 928.40 feet on the North line of said Lot 1 and its Westerly extension; thence N00°26'39"E 50.00 feet; thence S89°13'02"E 879.92 feet on a line 50.00 feet North of and parallel with the North line of said Lot 1 and its Westerly extension; thence N02°12'48"E 880.25 feet on a line 50.00

**Record & Return to: Adams & Sullivan, P.C., L.L.O., 1246 Golden Gate Drive, Suite 1, Papillion, NE 68046**

feet West of and parallel with the West line of State Highway 50; thence N12°19'58"W 104.36 feet on a line 50.00 feet West of and parallel with the West line of State Highway 50 to the South line of Giles Road; thence S81°55'37"E 53.35 feet on the South line of Giles Road to the West line of State Highway 50; thence S12°19'58"E 92.14 feet on the West line of State Highway 50; thence S02°12'48"W 935.40 feet West line of State Highway 50 to the point of beginning

To have to hold said Easement unto said Grantee, its heirs, successors, and assigns, in perpetuity. This Easement shall run with the land and shall be binding upon Grantor's and Grantee's heirs, successors and assigns. Said Easement is depicted on the survey attached hereto as Exhibit "A". If any terms and provisions contained within the easement differ from the attachment, the easement shall prevail and supercede the attachment.

That Grantee will not allow or permit any lien to be filed on claimed against the Property; that Grantee will not commit waste on the property, will remove building materials and rubbish related to its use of the Property, and will restore the surface of the Property to its condition prior to Grantee's use thereof at no cost to Grantor.

Further, that Grantee will indemnify and hold Grantor, its members and managers, heirs, successors and assigns, harmless from, any loss, cost, expense, claim, suit or liability whatsoever, including reasonable attorneys fees resulting from or in connection with Grantee's use of the Property.

That Grantor covenants and agrees that it is the owner in fee of the above described property; that it has a good right to convey the same; that said property is free of liens and encumbrances or suffered by it or those whom it claims; and that it will warrant and defend the title thereto against the claims and demands of all persons whomsoever.


That Grantor may connect to either or both of said water or sewer line for the benefit of the following described property:

Part of Tax Lot 4, in Section 23, Township 14 North, Range 11 East of the 6<sup>th</sup> P.M., except Meadows Boulevard and except that part platted as Lakeview South and except that part platted as Lakeview South No. 7 Replat 1, and except those parts conveyed to the State of Nebraska for Highway purposes, subject to statutory roads, in Sarpy County, Nebraska, more particularly described as follow: Commencing at the NW corner of the East ½ of the NE ¼ of said Section 23; thence S 00°23'28"W (assumed bearing) 33.00 feet on the West line of said East ½ to the point of beginning; thence continuing S00°23'28"W 1060.59 feet on the West line of said East ½; thence S89°13'02"E 1230.40 feet on the Northerly lines of Lot 2, said Lakeview South II Replat 2 and Lot 1, Lakeview South II Replat Five and their Westerly extension to the Westerly line of State Highway 50; thence N02°12'48"E 935.40 feet on the Westerly line of State Highway 50; thence N12°19'58"W 92.14 feet on the Westerly line of State Highway 50 to the Southerly line of Giles Road; thence N81°55'37"W 262.69 feet on the Southerly line of Giles Road; thence N00°07'88"W 17.00 feet on the Southerly line of Giles Road; thence N89°55'41"W 979.36 feet on the Southerly line of Giles Road and on a line 33.00 feet

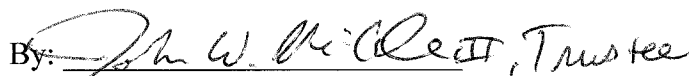
South of and parallel with the North line of said NE ¼ to the point of beginning (the "Parcel")

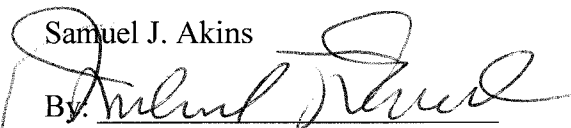
provided however, that Grantor reimburses Grantee one-half of the costs of the installation of whichever line or both lines prior to such connection. In the event Grantor develops its Parcel first, said lines may be installed by Grantor and Grantor shall be reimbursed by Grantee one-half of the costs of installation of whichever line or both lines prior to connection by Grantee. In either event, such lines shall be installed with adequate sizing for the utilization of both the Property and the Parcel. This provision shall run with the land and shall be binding upon Grantor's and Grantee's heirs, successors and assigns.


IN WITNESS WHEREOF, the parties have caused this Easement to be signed on the day and year first above written.

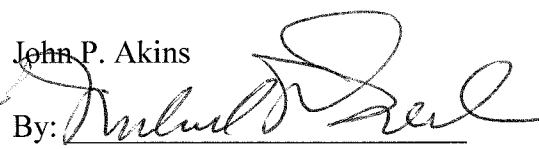
  
Michael McCormack

Patricia A. McClellan's Family Trust,

By:   
John W. McClellan, III, Trustee

Samuel J. Akins  
By:   
Michael McCormack  
Agent under Power of Attorney  
Dated: Dec 31, 2014

Zachary M. Akins  
By:   
Michael McCormack  
Agent under Power of Attorney  
Dated: Dec 31, 2014

John P. Akins  
By:   
Michael McCormack  
Agent under Power of Attorney  
Dated: Nov 18, 2014

Frank J. Wear Revocable Trust dated  
October 26, 1995, as amended under  
date October 10, 2003,  
By: \_\_\_\_\_  
John S. Elliott, Successor Trustee

\_\_\_\_\_  
John H. Wear

\_\_\_\_\_  
Christopher D. Wear

Susan E. Wear  
By: \_\_\_\_\_  
Christopher D. Wear  
Agent under Power of Attorney  
Dated: \_\_\_\_\_

Wear Family, L.L.C.  
By: \_\_\_\_\_  
\_\_\_\_\_, Manager/Member

South of and parallel with the North line of said NE ¼ to the point of beginning (the "Parcel")

provided however, that Grantor reimburses Grantee one-half of the costs of the installation of whichever line or both lines prior to such connection. In the event Grantor develops its Parcel first, said lines may be installed by Grantor and Grantor shall be reimbursed by Grantee one-half of the costs of installation of whichever line or both lines prior to connection by Grantee. In either event, such lines shall be installed with adequate sizing for the utilization of both the Property and the Parcel. This provision shall run with the land and shall be binding upon Grantor's and Grantee's heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Easement to be signed on the day and year first above written.

\_\_\_\_\_  
Michael McCormack

Patricia A. McClellan's Family Trust,

By: \_\_\_\_\_  
John W. McClellan, III, Trustee

Samuel J. Akins

Zachary M. Akins

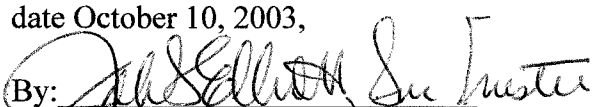
By: \_\_\_\_\_  
Michael McCormack  
Agent under Power of Attorney  
Dated: \_\_\_\_\_


By: \_\_\_\_\_  
Michael McCormack  
Agent under Power of Attorney  
Dated: \_\_\_\_\_

John P. Akins

Frank J. Wear Revocable Trust dated  
October 26, 1995, as amended under  
date October 10, 2003,


By: \_\_\_\_\_  
Michael McCormack  
Agent under Power of Attorney  
Dated: \_\_\_\_\_

By:   
John S. Elliott, Successor Trustee

  
John H. Wear

  
Christopher D. Wear

Susan E. Wear

Wear Family, L.L.C.  
By:   
3/23/15, Manager/Member

By: \_\_\_\_\_  
Christopher D. Wear  
Agent under Power of Attorney  
Dated: \_\_\_\_\_

South of and parallel with the North line of said NE ¼ to the point of beginning (the "Parcel")

provided however, that Grantor reimburses Grantee one-half of the costs of the installation of whichever line or both lines prior to such connection. In the event Grantor develops its Parcel first, said lines may be installed by Grantor and Grantor shall be reimbursed by Grantee one-half of the costs of installation of whichever line or both lines prior to connection by Grantee. In either event, such lines shall be installed with adequate sizing for the utilization of both the Property and the Parcel. This provision shall run with the land and shall be binding upon Grantor's and Grantee's heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Easement to be signed on the day and year first above written.

\_\_\_\_\_  
Michael McCormack

Patricia A. McClellan's Family Trust,

By: \_\_\_\_\_  
John W. McClellan, III, Trustee

Samuel J. Akins

Zachary M. Akins

By: \_\_\_\_\_  
Michael McCormack  
Agent under Power of Attorney  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Michael McCormack  
Agent under Power of Attorney  
Dated: \_\_\_\_\_

John P. Akins

Frank J. Wear Revocable Trust dated  
October 26, 1995, as amended under  
date October 10, 2003,

By: \_\_\_\_\_  
Michael McCormack  
Agent under Power of Attorney  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
John S. Elliott, Successor Trustee

\_\_\_\_\_  
John H. Wear

\_\_\_\_\_  
Christopher D. Wear

Susan E. Wear  
Susan E. Wear 3/23/15

Wear Family, L.L.C.

By: \_\_\_\_\_  
\_\_\_\_\_, Manager/Member

Hanley Family, LLC, a Nebraska  
limited liability company

By: Margaret A. Ross  
\_\_\_\_\_, Manager/Member

STATE OF Nebraska )  
 )ss.  
COUNTY OF Sarpy )

*AD MR*

On this 23 day of March 2015, before me a Notary Public, qualified for said county, personally came, ~~Michael McCormack~~, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at \_\_\_\_\_, \_\_\_\_\_, on the last day above written.

*[Signature]*  
Notary Public

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of March 2015, before me a Notary Public, qualified for said county, personally came, John W. McClellan, Trustee of the Patricia A. McClellan's Family Trust, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed on behalf of the Trust.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at \_\_\_\_\_, Nebraska, on the last day above written.

\_\_\_\_\_  
Notary Public


Hanley Family, LLC, a Nebraska  
limited liability company

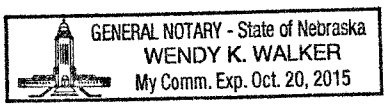
By: \_\_\_\_\_  
\_\_\_\_\_, Manager/Member

STATE OF Nebraska )  
 )ss.  
COUNTY OF Sapir )

On this 23 day of March 2015, before me a Notary Public, qualified for said county, personally came, Michael McCormack, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Papillion, NE, on the last day above written.

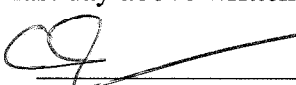
  
\_\_\_\_\_  
Notary Public

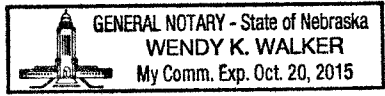


STATE OF Nebraska )  
 )ss.  
COUNTY OF Douglas )

On this 26<sup>th</sup> day of March 2015, before me a Notary Public, qualified for said county, personally came, John W. McClellan, Trustee of the Patricia A. McClellan's Family Trust, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed on behalf of the Trust.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Omaha, Nebraska, on the last day above written.

  
\_\_\_\_\_  
Notary Public

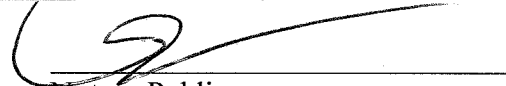


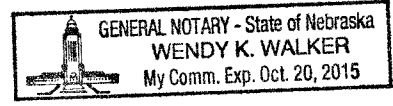
STATE OF \_\_\_\_\_ )

STATE OF Nebraska )  
 )ss.  
COUNTY OF Sarpy )

On this 23 day of March 2015, before me a Notary Public, qualified for said county, personally came, Michael McCormack, as Agent for Samuel J. Akins, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed on behalf of Samuel J. Akins.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Papillion, Nebraska, on the last day above written.

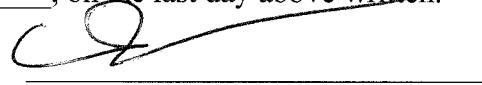
  
\_\_\_\_\_  
Notary Public

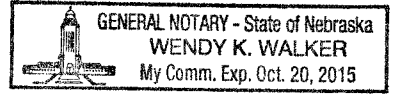


STATE OF Nebraska )  
 )ss.  
COUNTY OF Sarpy )

On this 23 day of March 2015, before me a Notary Public, qualified for said county, personally came, Michael McCormack, as Agent for Zachary M. Akins, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed on behalf of Zachary M. Akins.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Papillion, Nebraska, on the last day above written.

  
\_\_\_\_\_  
Notary Public

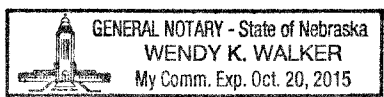


STATE OF Nebraska )  
 )ss.  
COUNTY OF Sarpy )

On this 23 day of March 2015, before me a Notary Public, qualified for said county, personally came, Michael McCormack, as Agent for John P. Akins, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed on behalf of John P. Akins.

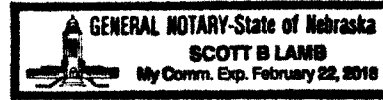
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Papillion, Nebraska, on the last day above written.

  
\_\_\_\_\_  
Notary Public



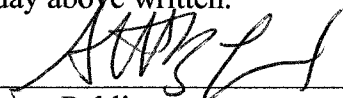


STATE OF Nebraska )  
 )ss.  
COUNTY OF Douglas )



On this 23<sup>rd</sup> day of March 2015, before me a Notary Public, qualified for said county, personally came, John S. Elliott, Successor Trustee of the Frank J. Wear Revocable Trust dated October 26, 1995, as amended under date of October 10, 2003, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed on behalf of the Trust.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Omaha, Nebraska, on the last day above written.

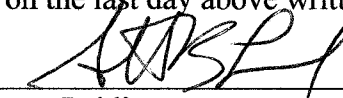
  
\_\_\_\_\_  
Notary Public

STATE OF Nebraska )  
 )ss.  
COUNTY OF Douglas )

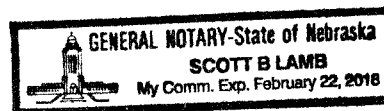


On this 23<sup>rd</sup> day of March 2015, before me a Notary Public, qualified for said county, personally came, John H. Wear, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Omaha, Nebraska, on the last day above written.

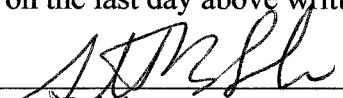
  
\_\_\_\_\_  
Notary Public

STATE OF Nebraska )  
 )ss.  
COUNTY OF Douglas )



On this 23<sup>rd</sup> day of March 2015, before me a Notary Public, qualified for said county, personally came, Christopher D. Wear, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Omaha, Nebraska, on the last day above written.

  
\_\_\_\_\_  
Notary Public

COUNTY OF Contra Costa )  
 )ss.

On this 23 day of March 2015, before me a Notary Public, qualified for said county, personally came, Susan E. Wear, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed on behalf of the ward.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at \_\_\_\_\_, \_\_\_\_\_, on the last day above written.

\_\_\_\_\_  
Notary Public

**See Attached  
Notary Document**

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of March 2015, before me a Notary Public, qualified for said county, personally came, \_\_\_\_\_, Manager/Member of Wear Family, L.L.C., a \_\_\_\_\_ limited liability company, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his/her voluntary act and deed for the purposes therein expressed on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at \_\_\_\_\_, \_\_\_\_\_, on the last day above written.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of March 2015, before me a Notary Public, qualified for said county, personally came, \_\_\_\_\_, Manager/Member of Hanley Family, LLC, a Nebraska limited liability company, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his/her voluntary act and deed for the purposes therein expressed on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at \_\_\_\_\_, \_\_\_\_\_, on the last day above written.

\_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of CONTRA COSTA )

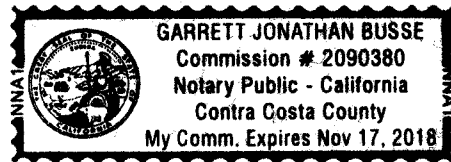
On MARCH 23rd 2015 before me, GARRETT BUSSE , NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared SUSAN E. WEAR,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



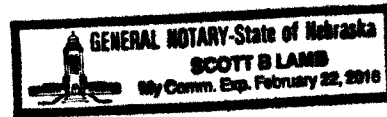
STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of March 2015, before me a Notary Public, qualified for said county, personally came, Christopher D. Wear, as Agent for Susan E. Wear, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed on behalf of the ward.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at \_\_\_\_\_, \_\_\_\_\_, on the last day above written.

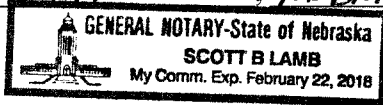
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DOUGLAS )



On this 23 day of March 2015, before me a Notary Public, qualified for said county, personally came, ROBERT E WEAR JR, Manager/Member of Wear Family, L.L.C., a NEBRASKA limited liability company, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his/her voluntary act and deed for the purposes therein expressed on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at OMAHA, NEBRASKA, on the last day above written.



[Signature]  
Notary Public

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of March 2015, before me a Notary Public, qualified for said county, personally came, \_\_\_\_\_, Manager/Member of Hanley Family, LLC, a Nebraska limited liability company, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his/her voluntary act and deed for the purposes therein expressed on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at \_\_\_\_\_, \_\_\_\_\_, on the last day above written.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of March 2015, before me a Notary Public, qualified for said county, personally came, Christopher D. Wear, as Agent for Susan E. Wear, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed on behalf of the ward.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at \_\_\_\_\_, \_\_\_\_\_, on the last day above written.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of March 2015, before me a Notary Public, qualified for said county, personally came, \_\_\_\_\_, Manager/Member of Wear Family, L.L.C., a \_\_\_\_\_ limited liability company, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his/her voluntary act and deed for the purposes therein expressed on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at \_\_\_\_\_, \_\_\_\_\_, on the last day above written.

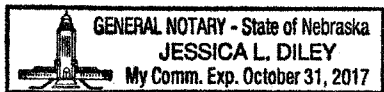
\_\_\_\_\_  
Notary Public

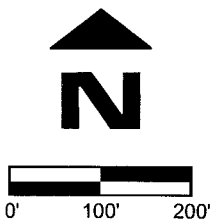
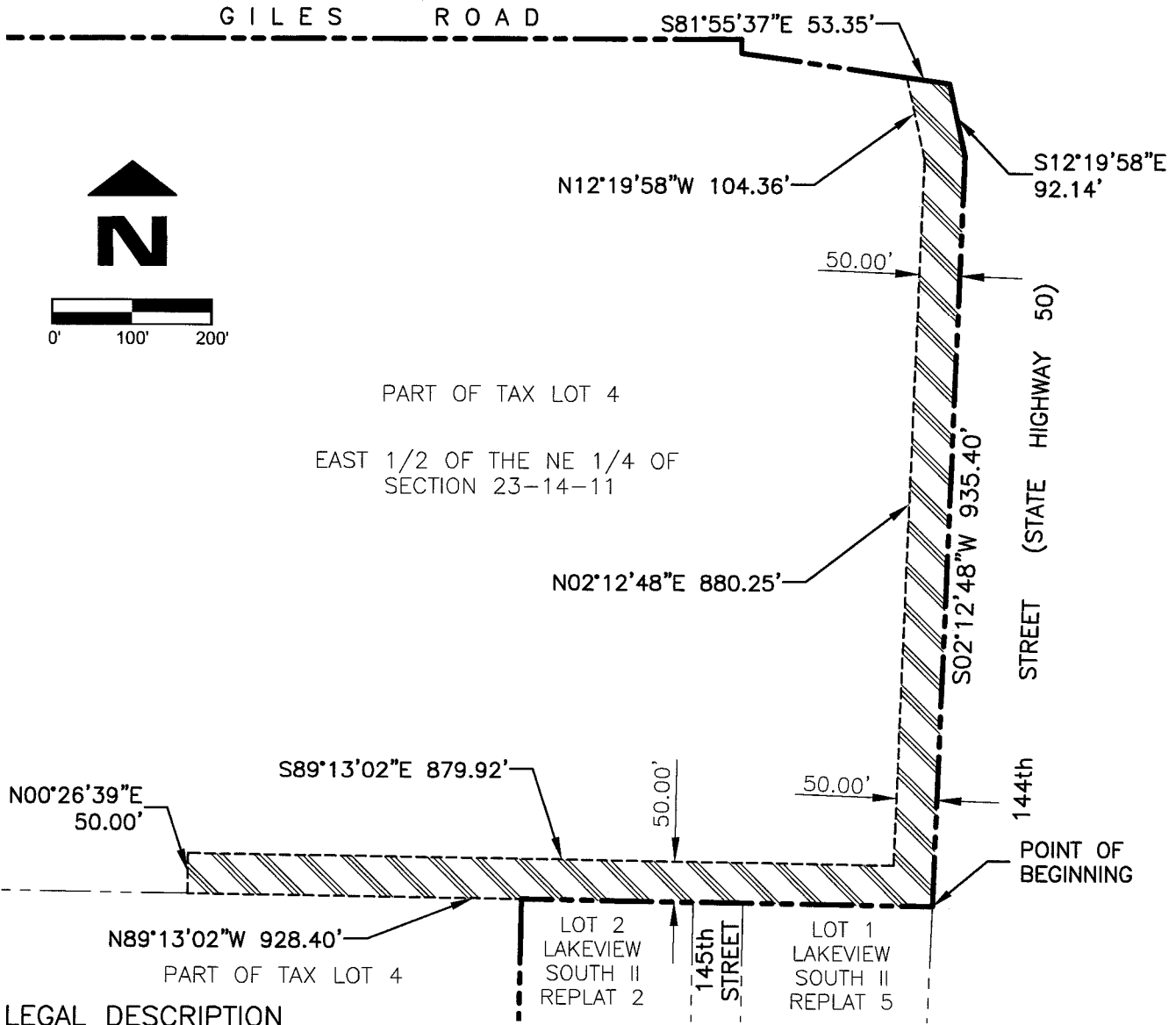
STATE OF Nebraska )  
 )ss.  
COUNTY OF Sarpy )

On this 23 day of March 2015, before me a Notary Public, qualified for said county, personally came, Margaret A ROSS, Manager/Member of Hanley Family, LLC, a Nebraska limited liability company, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his/her voluntary act and deed for the purposes therein expressed on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Popillion, Nebraska, on the last day above written.

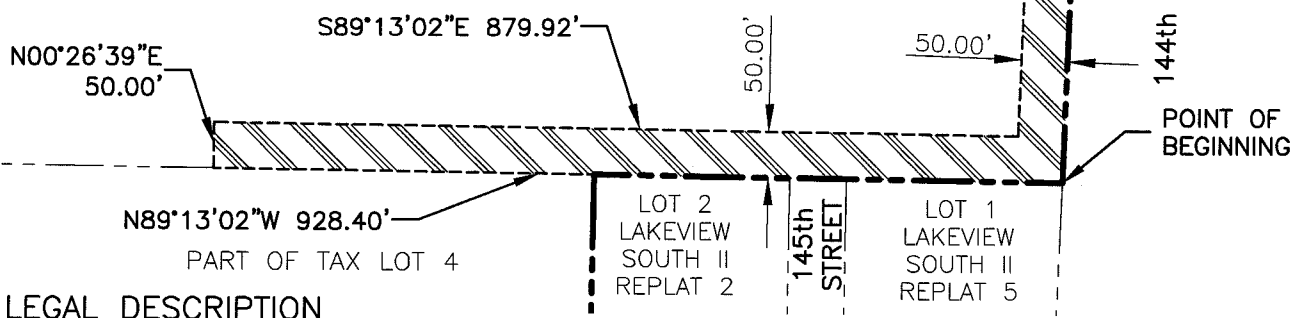
Jessica L. Diley  
Notary Public





PART OF TAX LOT 4

EAST 1/2 OF THE NE 1/4 OF SECTION 23-14-11



**LEGAL DESCRIPTION**

THAT PART OF TAX LOT 4, IN THE EAST HALF OF THE NE QUARTER OF SECTION 23, T14N, R11E OF THE 6TH P.M. SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF LOT 1, LAKEVIEW SOUTH II REPLAT FIVE, A SUBDIVISION IN SAID SARPY COUNTY;  
 THENCE N89°13'02"W (ASSUMED BEARING) 928.40 FEET ON THE NORTH LINE OF SAID LOT 1 AND ITS WESTERLY EXTENSION;  
 THENCE N00°26'39"E 50.00 FEET;  
 THENCE S89°13'02"E 879.92 FEET ON A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1 AND ITS WESTERLY EXTENSION;  
 THENCE N02°12'48"E 880.25 FEET ON A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF STATE HIGHWAY 50;  
 THENCE N12°19'58"W 104.36 FEET ON A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF STATE HIGHWAY 50 TO THE SOUTH LINE OF GILES ROAD;  
 THENCE S81°55'37"E 53.35 FEET ON THE SOUTH LINE OF GILES ROAD TO THE WEST LINE OF STATE HIGHWAY 50;  
 THENCE S12°19'58"E 92.14 FEET ON THE WEST LINE OF STATE HIGHWAY 50;  
 THENCE S02°12'48"W 935.40 FEET WEST LINE OF STATE HIGHWAY 50 TO THE POINT OF BEGINNING;