

DECLARATION OF EASEMENTS,
RESTRICTIONS AND COVENANTS

THIS DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS (the “Declaration”) is made and entered into as of this 16th day of September 2020, by the City of Ottawa, Kansas, a Kansas municipal corporation (the “Declarant”).

WITNESS:

WHEREAS, Declarant is the owner of certain real property in Franklin County, Kansas, and more particularly described on Exhibit “A” attached hereto and by this reference made a part hereof (the “Property”); and

WHEREAS, Declarant intends to sell and cause to be developed the Property as an integrated business and industrial park known as Proximity Park to complement its master plan for the development of the community; and

WHEREAS, Declarant intends to own, develop, and improve the area it is essential that the business and industrial park to be developed on the Property meets certain standards to protect the Declarant’s investment in Proximity Park; and

WHEREAS, it is therefore desirable in the marketing and operation of Proximity Park to provide for the certain reciprocal easements, restrictions and covenants affecting the Property as set forth in this Declaration.

NOW, THEREFORE, in consideration of the mutual covenants existing or hereafter to exist between Declarant and its grantee(s) (collectively, “Owners”) of any portion of the Property (each being deemed a “Lot”), Declarant hereby imposes and places the following restrictions and easements upon the Property:

A. Building Materials and Construction: All buildings and other structures within Proximity Park shall be constructed of attractive exterior sides of high-quality materials including masonry, concrete, glass, and metal (when used in an incidental role).

One hundred percent (100%) of the surface of each exterior wall (excluding doors and windows) facing a public street, residential use or public open space shall consist of materials including but not limited to stone, brick, glass block, tile, cast metal, cast or cultured stone, concrete (tilt-up walls), glass, or a combination of these materials. The use of other cementitious products (e.g. stucco, Hardy Plank, or other similar materials) shall be limited to fifty percent (50%) of the buildings’ exterior finishes where it is deemed important as a design feature and where it will be applied under the highest standards for quality and durability. However, stucco may not be located in the first eight feet (8') above grade on a façade visible from a public right-of-way or a public area. Exceptions to this requirement may be allowed on a case by case basis by the City upon submission and approval of elevation drawings of the subject structure, and material samples.

Specific materials which will be excluded include exposed (i) galvanized metal facades, (ii) nondecorative cinder or concrete block, and (iii) double T concrete panels.

Exterior mechanical or electrical equipment, including, but not limited to, HVAC equipment shall be so placed or screened that the predominant design lines of the building or structure continue without visual distraction or interruption. If the function of the building or structure dictates placement of such equipment in such a manner or location that the building exterior walls themselves are unable to screen the equipment from view of adjacent existing or proposed streets or highways, they must be separately screened using materials compatible with the approved building materials with use of an appropriately designed parapet wall and the height of such screening shall be equal to the height of the equipment to be screened; or with acceptable landscaping. Accessory buildings, enclosures, appurtenant structures to, or extrusions from, any building or structure shall be of similar or compatible materials, design and construction.

When more than one (1) building is planned for property, the development plan shall demonstrate integration and coordination of the architectural design for buildings, structures, landscaping and open space.

Buildings should be oriented so that the front or side of the building faces the public street frontage of the property. The City will consider an exception to orient a rear elevation towards a public street for unique situations due to the configuration of the lot.

Building Massing and Scale. A building's massing is defined as its exterior volume. The height, width and depth of a structure create the overall massing of a building. A building's scale is the relationship of its overall size and its component parts with its adjoining spaces and buildings.

Large Expanses. Large expanses of blank walls of any material or metal siding are not allowed. Building facades over one hundred (100) feet long facing public right-of-way or residential property shall break up massing of buildings by dividing building façade into smaller components with a minimum of three (3) of the following elements:

1. Articulating details around doors, windows, balconies, plate lines, providing details such as "belly-bands," recessed design elements, interesting cornice treatment details, exposed expansion joints, reveals, change in texture, or other such methods of visual relief;
2. Avoiding long, repetitive, monotonous facades – particularly those that repeat the same design element several times along the same elevation;
3. Use of darker building color and varied wall treatments;
4. Varying roof lines (see Vertical Articulation section); and
5. Change of wall plane (see Horizontal Articulation section).

Facade Guidelines:

1. **Horizontal Articulation.** Walls facing a public right-of-way or a residentially zoned property shall not extend for a distance greater than four (4) times the wall's height without having an off-set of ten percent (10%) of the wall's height (maximum of five (5) feet); the new plane shall extend for a distance equal to a minimum of twenty percent (20%) of the maximum length of the first plane. The City may allow exceptions to this

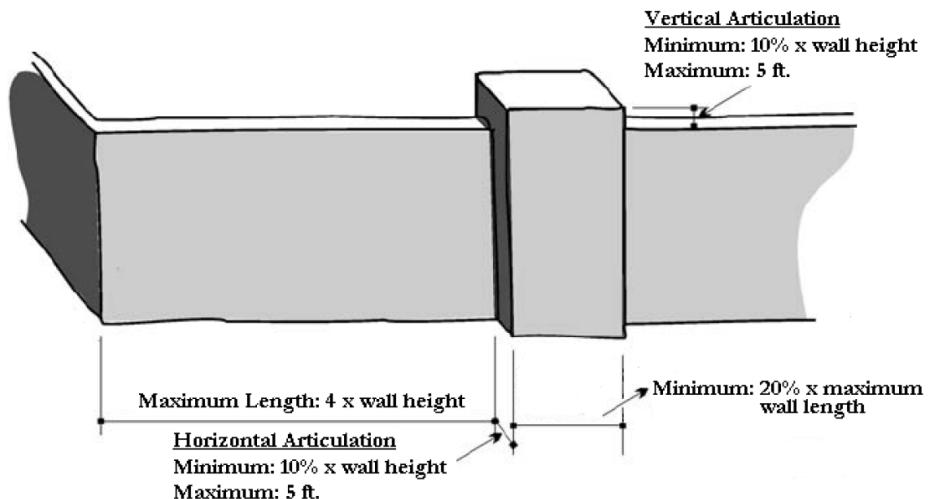
requirement upon review and approval of a typical façade elevation.

Walls not facing a public right-of-way or a residentially zoned property and loading dock doors are exempt from the horizontal articulation requirement.

2. Vertical Articulation. Walls facing a public right-of-way or a residentially zoned property shall not extend for a distance greater than four (4) times the height of the wall without changing height by a minimum of ten percent (10%) of the wall's height (maximum of five (5) feet). The City may allow exceptions to this requirement upon review and approval of a typical façade elevation.

Walls not facing a public right-of-way or residentially zoned properties are exempt from the vertical articulation requirement.

Figure 3. Horizontal and Vertical Articulation



B. Building Material Colors. Color of materials used on the construction of all buildings, enclosures, and appurtenant structures shall be consistent throughout the entire development and will present a predominantly warm earth tone appearance. Exact color palette and materials will be approved by the City Manager.

C. Pedestrian & Bicycle Access. Pedestrian and bicyclist access within a development and adjacent public and private property shall be considered as a component to the design of an employment center.

D. Building and Use Restrictions. Building and use restrictions for the Park shall be the same as set forth in the I-1/I-2 Industrial Zoning District Regulations for the City of Ottawa, Kansas, existing on the date of the platting of Proximity Park, the text of such regulations being hereby incorporated herein by this reference. In the event said regulations are hereafter amended or modified by the City, whichever regulation is stricter shall apply.

In addition to the prohibitions and regulations set forth in the Zoning Regulations, no portion of the Property shall be committed to: (a) any use that creates a nuisance; (b) any use that creates or permits the excessive emission of dust, odor, smoke, gases; (c) any use that materially increases fire,

explosion; and/or (d) any use involving hazardous, radioactive or toxic materials, except as may be customary in industrial parks of comparable size and quality in the Kansas City metropolitan area.

The creation and/or emission of excessive dust is prohibited. In the event, however, that dust on or emanating from the Property or any Lot is determined by the City, in its sole discretion, to warrant abatement, the Owner may be required to abate such dust at the sole expense of the Owner. Such abatement may include, but is not limited to, the following:

- (a) Increase or improve vegetative cover at parts of the Property or Lot that may contribute to airborne particulate matter.
- (b) Application of dust suppression chemicals to road surfaces.
- (c) Conduct sweeping of the Property or Lot.
- (d) Conduct road dust reduction strategies listed in Federal Highway Administration (FHWA) suggestions to reduce particulates.

E. Parking. Employee, customer, owner or tenant parking shall be the responsibility of the property owners and they shall provide all necessary parking facilities entirely on their property. Parking on private or public streets within the subject property or adjacent roadways is expressly prohibited. All parking areas and drives and access shall be paved with an impervious surface equal to asphalt or concrete and maintained by the Owner in a well-kept condition. Each parking space provided shall be designated by lines painted on the paved surfaces and shall be adequate in area, generally spaces will be sized nine feet wide by eighteen feet long (9' x 18') when a curb abuts and nine (9) feet wide by twenty (20) feet long when not abutting a curb. If proposing compact car spaces, they must be nine (9) feet by fifteen (15) feet long and no more than ten percent (10%) of the required parking, for cars no longer than fourteen (14) feet.

For the office portion of the Development, it shall be the general standard that no parking spaces, parking aisles or roadways, except the access way, shall be permitted within the front ten (10) feet of the front setback. If parking spaces are provided in front of the building a landscape buffer shall be provided as described in the landscaping section of this regulation.

Adequate off-street parking shall be provided by each Owner and tenant for its customers, employees and visitors; and the parking ratios will be provided in the preliminary development plan and will be reviewed and approved by the City. If the building is in excess of 100,000 square feet or users with specific parking needs may provide an independent parking study to the City for approval.

All maneuvering of vehicles shall take place on site or within a mutual access easement. No public right-of-way shall be used for backing or maneuvering into or from a parking space, or for circulation within the parking lot.

F. Off-Street Loading. Provision for handling all truck service must be totally within the building site. Buildings adjacent to the right-of-way of Kingman or Montana or I-35 shall not have loading docks visible for these rights-of-way. Docks and loading areas facing non-industrial uses within the development shall be screened in accordance with the landscape provisions described in the zoning regulations. All loading service areas shall be paved with an impervious surface equal to asphalt or concrete. All side and rear loading service areas shall be properly screened from view from all existing or proposed streets, roads, or highways by walls, earth berms, and/or plant material.

G. Outside Storage and Equipment. Although the outdoor storage of materials in Proximity Park is not preferred, the City recognizes it may be necessary. The temporary storage of cargo

containers, operational trailers and tractors shall be allowed in Proximity Park for a period of up to thirty (30) days. For long term storage, the storage shall be on hard surface or porous surface (if porous is to include rock, it must be clean rock to allow stormwater to permeate) and must be identified with site plan submitted to the City and consistent with the conditions below. If a need arises later, to accommodate businesses that are experiencing growth and/or change the process for approval must be applied for prior to establishing any storage. Considering this, the outdoor storage of materials may be permitted in accordance with the following regulations with a formal application and review. These regulations do not apply to the customary trailer parking activities associated with occupants inside the Park.

1. A request must be made to the City Manager and granted to allow outside storage.
2. Included with the request be a written explanation as to why the business needs the outdoor storage, how long they intend to have the outdoor storage and what their long-term plan is to accommodate the storage.
3. Outside storage areas may only be permitted within areas that have a screening mechanism (wing wall, building bump out, or landscaping if already existing or dense enough to cover for the term needed, etc.) along Kingman, Montana or I-35. If not along the roadway, screening still required, but may be done with fencing if approved.
4. The maximum outside storage area shall be based on the businesses inside space. 10,000 square feet of first floor indoor space = 1,000 square feet of outside storage area.
5. Storage areas shall be located adjacent to the building and shall not extend more than 5 feet less than the length of the screening mechanism (i.e. – if the wing wall extends 80 feet from the building, the storage area shall not extend beyond seventy five (75) feet).
6. Storage areas on hard surface shall be designated by yellow pavement markings.
7. The maximum height of stored items shall not exceed ten (10) feet, but the application shall state the proposed height.
8. Storage areas shall not impede vehicular traffic and emergency access points.
9. All materials being stored must be associated with the business that is located in the building adjacent to the storage area. A detailed list and photos of materials to be stored must be submitted with the application.
10. Storage areas shall be maintained in a neat and orderly manner.
11. If a business receives more than two (2) written code violation notices associated with the outdoor storage in a calendar year the permit will be revoked. The business must wait one (1) year from the date of revocation before applying for another permit for outdoor storage.

Any facilities for storage of waste and rubbish shall be maintained within a screened area in closed metal containers of type approved.

Each Owner and tenant shall keep its premises, buildings and improvements and appurtenances in a safe, sightly, clean, neat and wholesome condition, and shall comply in all respects with all governmental, health and police requirements. Each Owner and tenant shall remove promptly, to the extent reasonably practicable, any snow, ice, surface water and debris. Each Owner and tenant shall remove, at its own expense, any rubbish or trash of any character which may accumulate on its property and shall keep unlandscaped and landscaped areas neat and well-maintained. Rubbish and trash shall not be disposed of on the premises by burning in open fires or incinerators. All rubbish and trash containers shall be properly screened by an appropriate enclosure.

H. Permanent Park Signage. No sign shall be erected, placed or otherwise installed upon a Building Site or affixed to a Building, structure, or other improvement erected on a Building Site until

the plans for such sign shall have been approved by the City. Flashing or moving signs shall be prohibited. Product or service replicas or models shall be prohibited. The location, size, design and color of all signs must be in keeping with the character of the Park. All signage must be kept clean, distinct, and legible and in compliance with Article 27 of the City's Zoning Regulations.

I. Landscaping. All open areas on any building site not occupied by buildings, storage, parking, access roads and loading shall be suitably graded with a slope not to exceed 3:1 to allow for mowing and drainage and shall be maintained in lawn, trees, and/or shrubs, including lawn irrigation in all such areas. It is the intent of these regulations to provide a park-like setting for the buildings, as well as to screen objectionable areas.

Park: Building sites shall be landscaped in accordance with the general landscaping plan for the Park. All lots are required to provide a minimum landscape buffer of ten (10) feet along public right-of-way, utilizing deciduous shade and ornamental trees, evergreen trees and shrubs.

Building Site (Pervious Area): Building site shall include a minimum of one (1) two and one-half (2-1/2) inch caliper deciduous or evergreen tree (8' in height) for each two thousand five hundred (2,500) square feet of pervious/green space area, to be planted in side yard, front yard or rear of building at common area. Substitutions are allowed for Pervious area calculation only based upon the following:

1 Shade Tree (2-1/2" cal.) or Evergreen Tree (8') = 20 shrubs 3' in height or 2 ornamental trees 6' in height

Building Frontage at Street: 1 Shade Tree (2-1/2" cal.) or Evergreen Tree (8') for every 50 feet of street frontage to be planted along the street right-of-way.

Common Area side or Building Rear: 1 Shade Tree (2-1/2" cal.) or Evergreen Tree (8') for every 50 feet of frontage on common area such as, lakes and canals.

Parking Lots: Landscaped islands should be added at the ends of all parking rows and should be bermed and planted with either sod or landscaping.

- 1 Shade Tree (2-1/2" cal.) or Evergreen Tree (8') for every 200 square foot of parking lot islands.
- Fifty percent (50%) of the parking lot should be screened from view with shrubs 3' in height.

Building Foundation: Forty percent (40%) of the building foundation should be landscape with ground covers, shrubs and ornamental trees.

The landscape development, having been installed, shall be maintained by Owner in a neat and adequate manner, which shall include the mowing of lawns, trimming of hedges, other such maintenance and watering including the installation of lawn irrigation on all sites. The landscaping shall be implemented and completed within six (6) months after certificate of occupancy of the building has been issued. Care for and replanting all landscaped and planted areas so as to not allow dead or unsightly plants to remain within its Lot is required. All trees, shrubs and other landscaping materials designed and installed shall be considered as required elements of the project in the same manner as other elements of the project. If plantings fail or are removed, installation of like plants shall be required.

J. Exterior Lighting. Lighting of buildings and public areas, such as parking, plazas, landscaping, fountains, sculptures, and walkways is required. All site lighting will be accomplished by using concealed source fixtures with a minimum average illumination in accordance with the requirements of the City of Ottawa, Kansas. All exterior lighting will be LED, white in color and constant in nature, specifically excluding traveling, flashing or intermittent illumination of any kind and must be so arranged or shielded as to avoid glare or reflection onto any adjacent existing or proposed streets, highways, ponds or building sites. Pole mounted fixtures will have a maximum pole height of thirty-two (32) feet, including the base.

K. Underground Utilities, Pipes, Etc. No pipe, conduit, cable, line or the like for water, gas, sewage, drainage, steam, electricity, broadband, or any other energy or service shall be installed or maintained upon any building site (outside of any building) above the surface of the ground.

L. Fencing. All fencing on any building site shall be compatible with the building materials used in the construction of the major structure on said building site. All metal fencing shall be wrought iron like and shall be screened by landscaping from view from existing or proposed streets, highways and contiguous building sites.

M. Animals. No livestock, poultry or other animals shall be kept on any part of the Park. In addition, the Lot must be kept clean and sanitary and free from termites, insects, vermin, and other pests.

N. Restricted Actions by Owners. No Owner shall permit anything to be done or kept on the Property which would be in violation of any law, or which would constitute a nuisance to any other occupant of the Property. Each Owner and tenant shall comply with all laws, regulations, ordinances (including without limitation, applicable environmental laws, building codes and zoning ordinances) and other governmental rules and restrictions applicable to such Owner's Lot.

O. Amendment to Declaration. This Declaration may be amended only by a written agreement executed by the property owners of at least seventy five percent (75%) of the square footage of the Property and with the consent of the Declarant, so long as Declarant has not otherwise released its rights hereunder by written document recorded in the Office of the Register of Deeds of Franklin County, Kansas.

P. Binding Effect. It is understood that this Declaration is a covenant running with the Property and each portion thereof and that this Declaration shall be binding upon and inure to the benefit of all assignees, transferees, grantees and assigns of Declarant and any other party that may hereafter acquire any right in and to all or any part of the Property.

Q. Remedies for Breach. (a) If an Owner shall not keep or perform any of the respective terms, covenants or conditions imposed upon it pursuant to this Declaration, and such default shall continue for a period of (i) fifteen (15) days for monetary obligations and (ii) thirty (30) days for nonmonetary obligations, in each case after written notice thereof from the Declarant or the Owner of any of the other Lots, or if such Owner fails to commence its curative efforts promptly after the service of such notice with respect to a non-monetary obligation or thereafter to proceed with all due diligence to cure the same in the case of a non-monetary default which cannot with due diligence be cured within a period of thirty (30) days (it being intended that in connection with a default not susceptible of being cured with due diligence within thirty (30) days, the time for such defaulting party to cure the same shall be extended for such period as may be necessary to complete the same with due diligence, provided that

cure of such default is promptly commenced and diligently pursued), or in the case of an emergency or hazardous condition, if such Owner fails to proceed promptly to cure the same after service of such notice as is reasonable under the circumstances, then in any of such events, in addition to any other remedies which Declarant may have at law or in equity or as otherwise provided in this Declaration, the Declarant may, but shall not be obligated to, enter upon the Lot (but not any buildings thereon) of such defaulting Owner if necessary and cure or prosecute the curing of such default at reasonable expense, and the expense of such cure and prosecution shall be paid by such defaulting Owner to Declarant within ten (10) days after written demand thereof, and the Declarant shall be entitled to offset the expenses of such cure and prosecution against the payment of any sums payable hereunder by the Declarant to the defaulting Owner. Any sums not paid within said time period shall bear interest computed from the date of expenditure to the date of payment at a rate equal to the lesser of (i) the prime rate as set forth in the Midwest Edition of the Wall Street Journal or (ii) the maximum rate permitted by law. Any such amount due to Declarant, together with costs and expenses of collection, including reasonable attorney's fees, shall constitute and shall be deemed for all purposes to be an equitable charge and continuing lien against the Lot of the Owner who fails to pay such sum, and the Declarant which is owed such amount shall be and is hereby authorized and empowered to take any and all steps necessary to perfect said lien, including the recordation of an appropriate lien document on the real property records of Franklin County, Kansas, and such lien shall be enforceable in the same manner as material men's and mechanics' liens or any judgment lien. Notwithstanding the foregoing to the contrary, such equitable charge and lien for such items due and owing to the Declarant, shall for all purposes be subject and subordinate to any mortgage, deed of trust or similar instrument encumbering the Lot of the defaulting Owner which is recorded prior to the attachment of such lien.

(b) Damages. If any Owner defaults with regard to any of its obligations or violates any of the restrictions contained in or under this Declaration beyond the applicable cure period set forth in this Section (as modified in the event of an emergency or hazardous condition), the Declarant or a non-defaulting Owner, at its option, may commence an action for damages pertaining to such default. Notwithstanding the foregoing, in the event of a default by any Owner hereunder, such Owner shall have no liability to any other Owner for any damages sustained as a result of any so-called "co-tenancy" clauses which an Owner may have agreed to in any leases of (or other agreements pertaining to) portions of the Property, nor shall any Owner be liable to any other Owner for any other consequential damages arising from a defaulting Owner's breach under this Declaration.

(c) Specific Performance. If an Owner defaults with regard to any obligations under, or violates any of the restrictions contained in, this Declaration beyond the applicable cure periods set forth in this Section (as modified in the event of an emergency or hazardous condition), the Declarant or a non-defaulting Owner, at its option, may commence an action for specific performance of the terms of this Declaration pertaining to such default and/or immediately institute appropriate proceedings to enjoin such conduct or actions including, without limitation, ex-parte applications for temporary restraining orders, preliminary injunctions, and permanent injunctions enjoining any such violation or attempted violation or default.

(d) Attorneys' Fees and Costs. In the event the Declarant or an Owner shall institute any action or proceeding against another Owner relating to the provisions of this Declaration or of any default hereunder, or to collect any amounts owing hereunder, then the prevailing Declarant or Owner shall be reimbursed by the other Owner for all reasonable costs and expenses incurred by the prevailing Declarant or Owner in connection with such actual proceeding and any appeals therefrom, including reasonable attorneys' fees and court costs. In addition, if Declarant or any Owner be made or becomes a party to any litigation commenced against any other Owner involving the enforcement of any of the

rights and remedies of such other Owner, or arising on account of the default of the other Owner in the performance of such other Owner's obligations hereunder, then the Declarant or Owner becoming involved in such litigation because of the claim against the other Owner shall receive from the other Owner all costs and reasonable attorneys' fees incurred by the Declarant or Owner becoming involved in such litigation at trial and on appeal in connection with such litigation.

(e) **Rights and Remedies are Cumulative.** Except as otherwise expressly stated herein all rights and remedies which the Declarant or an Owner may have under this declaration or by operation of law, either at law or in equity, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other, and the exercise by the Declarant or an Owner of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies provided for herein or at law or in equity for the same default or any other default appeals therefrom, including reasonable attorneys' fees and court costs. Nothing herein shall obligate Declarant to enforce the terms of this Declaration; concurrently with the enforcement rights of Declarant, each Owner shall have the right to undertake such enforcement.

R. **General Provisions.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public purposes whatsoever, it being the intention of the Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed. If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law. The captions in this Declaration are for convenience only and do not constitute a part of the provisions hereof. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted to create, a joint venture, a partnership, or any other similar relationship between the Parties. This Declaration shall be construed and enforced in accordance with, and governed by, the laws of the state of Kansas. This Declaration shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against the Declarant or any Owner. This Declaration, and the covenants, benefits and obligations created hereby, shall inure to the benefit of and be binding upon each Owner and its successors and assigns. The terms set forth in this Declaration and the Exhibits hereto are intended by the Declarant as a final expression of its intentions with respect to such terms and may not be contradicted or supplemented by evidence of any prior agreement or of any contemporaneous oral agreement.

S. **Assignment.** Declarant may, at its option, assign any or all of its rights and delegate any or all of its obligations under this Declaration without the consent of any party.

In Witness Whereof, the undersigned has executed this Declaration as of the day and year first above written.

DECLARANT:

CITY OF OTTAWA, KANSAS

By: Tom Weigand
Name: Tom Weigand
Title: Mayor

State of Kansas)
)ss
County of Franklin)

On this 16th day of September, 2020, before me, a Notary Public in and for said state, personally appeared Tom Weigand, who being duly sworn did say that she is Mayor of the City of Ottawa, Kansas, a Kansas municipal corporation, and that the within instrument was signed on behalf of said corporation, and acknowledged said instrument to the free act and deed of such corporation for the purposes therein stated.

In Witness Whereof, I have hereunto set my hand and affixed my official seal:

Misty D. Kems
Notary Public

My Commission Expires: April 29, 2023

Exhibit A

Legal Description:

That part of the Southeast Quarter of Section 12 described in book 291 on page 800 as recorded at the Franklin County Register of Deeds office and that part of the Northeast Quarter of Section 13 described in book 296 on page 332, book 300 on pages 551 and 552 as recorded at the Franklin County Register of Deeds office and that part of the Northeast and Northwest Quarter of Section 13 described in book 296 on pages 334 and 336 as recorded at the Franklin County Register of Deeds office and that part of the Southeast Quarter of Section 13 described in book 296 on page 328, 330 and 337, All in Township 17 South, Range 19 East of the Sixth Principal Meridian, Franklin County, Kansas being described as follows:

Beginning at the Southeast corner of said Southeast Quarter of Section 13; thence South 87 degrees 56 minutes 19 seconds West (assumed bearing) along the South line of said Southeast Quarter a distance of 2652.29 feet to the Southwest corner of said Southeast Quarter; thence North 01 degrees 57 minutes 07 seconds West along the West line of said Quarter a distance of 2642.78 feet to the Northwest corner of said Quarter; thence South 87 degrees 58 minutes 42 seconds West a distance of 396.13 feet to a found $\frac{1}{2}$ " bar with a cap stamped "CFS CLS 80"; thence North 02 degrees 18 minutes 39 seconds West a distance of 109.97 feet to a found $\frac{1}{2}$ " bar with a cap stamped "CFS CLS 80"; thence North 87 degrees 58 minutes 36 seconds East a distance of 396.22 feet to a $\frac{1}{2}$ " bar with a partial cap and the West line of the Northeast quarter of said Section; thence North 02 degrees 15 minutes 51 seconds along said Section a distance of 2027.62 feet to the South right-of-way line of Interstate 35; thence along said right-of-way for the following five courses: on a nontangential curve to left, having a radius of 23068.32 feet, a chord bearing of North 63 degrees 01 minutes 01 seconds East, a chord length of 584.78 feet and an arc length of 584.80 feet; thence North 62 degrees 17 minutes 26 seconds East a distance of 1663.89 feet; thence North 67 degrees 58 minutes 29 seconds East a distance of 456.21 feet; thence North 64 degrees 45 minutes 54 seconds East a distance of 133.02 feet; thence South 17 degrees 26 minutes 13 seconds East a distance of 153.25 feet; thence North 87 degrees 41 minutes 47 seconds East a distance of 25.01 feet to the East line of the Southeast Quarter of said section; thence along said East line South 02 degrees 18 minutes 13 seconds East a distance of 516.77 feet to the Northeast corner of the Northeast Quarter of said Section 13; thence along the East line of said Northeast Quarter South 02 degrees 08 minutes 30 seconds East a distance of 2649.58 feet to the Northeast corner of the Southeast Quarter of said Section 13; thence along the East line of said Southeast Quarter South 02 degrees 06 minutes 09 seconds East a distance of 2641.09 feet to the point of beginning.

The above described contains 329.16 acres, more or less.