

**CONDITIONS, RESTRICTIONS, RESERVATIONS,
PROTECTIVE COVENANTS AND DEDICATION OF EASEMENTS
APPLICABLE TO PINE LAKE
(AMENDED AND RESTATED)**

As of this ____ day of May, 2009, **Recreational Land Holdings, L.L.C.**, being the developer of certain real property located in Pike County, Indiana, acquired by deed recorded July 27, 2004, in Deed Record 196, Page 128 in the Pike County Recorder's Office, and set forth in that certain Retracement Boundary Survey recorded July 1, 2005, as Instrument No. 05-1690, in Plat Cabinet 1 at Slide 165, in the Pike County Recorder's Office and acquired by deed recorded _____, 200____, in Deed Record _____, Page _____ in the Pike County Recorder's Office and described in Exhibit A attached hereto (collectively, the "Real Estate") hereby, pursuant to the authority granted to Developer in Section 7 of the Covenants, amends and restates those certain Conditions, Restrictions, Reservations, Protective Covenants and Dedication of Easements Applicable to Pine Lake, dated July 20, 2005, recorded July 20, 2005, in Miscellaneous Record 141, Pages 60-64, in the Pike County Recorder's Office ("Conditions"), as previously amended by that certain Roadway Easement and Amendment of Conditions, Restrictions, Reservations, Protective Covenants and Dedication of Easements dated August 1, 2005, recorded August 2, 2005, in Miscellaneous Record 141, Pages 105-110 in the Pike County Recorder's Office ("Amendment"), and imposes these amended and restated covenants ("Covenants") on all of the Real Estate, except such portion as is expressly excluded below:

1. No junk, inoperative, or unlicensed vehicles to be kept on the property.
2. No trash piles on the property and all mowable areas should be mowed at least three times a year, as needed.
3. No commercial enterprises to be conducted or animals, other than domestic dogs or cats, to be housed on the property.
4. No noxious, offensive or illegal activities to be conducted on the property.
5. Recreational campers are permitted, but no mobile homes. Campers must not be altered as permanent structures.
6. Property owners should make every effort to maintain the character and natural appeal of the land. Every effort should be made to limit tree removal for the purpose of eliminating any and all erosion.

7. These Covenants shall run with the Real Estate and shall be binding upon all parties owning or claiming any interest in any Tract or land within the Real Estate now or hereafter and upon all persons claiming under or through them for a period of twenty-five (25) years from the date of recording of these Covenants, after which time the Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing signed and acknowledged by a majority of the then-owners of Tracts has been recorded prior to the twenty-fifth (25th) anniversary of the recording of these Covenants, agreeing to change or waive any provision of these Covenants in whole or in part. Notwithstanding the foregoing, these Covenants may be amended by the Developer at any time prior to the Developer's Resignation, or at any time after the Developer's Resignation by a written agreement of the then-owners of two-thirds (2/3) of the Tracts. Any such amendment shall be placed of record in the Pike County Recorder's Office. As the term is used in these Covenants, "Tract" shall refer to each individual tract of land generally depicted in that certain survey report attached hereto as Exhibit B, as the same are more particularly described in the initial deed of each such tract from the Developer to a third party. Notwithstanding the foregoing, no tract or parcel of land conveyed by the Developer to the Association shall constitute a "Tract" for purposes of these Covenants or the purposes of the organizational documents of the Association. The Developer reserves the right to hereafter relocate the boundary lines of those Tracts which have not yet been conveyed by the Developer as of the date of these Covenants; provided, however that the Developer shall not change the total number of Tracts in the Development from the number depicted in Exhibit B. In the event of any conflict between a Tract as depicted in Exhibit B and as described in the initial deed from the Developer, the description in the deed shall control. Each Tract shall be referred to hereinafter as numbered in Exhibit B. No owner of a Tract may, at any time during the term of these Covenants, sell or convey to any person or entity any portion of any Tract. Owners may only convey a Tract in its entirety.

8. The Developer reserves and dedicates to the owners of all Tracts and of any of the Real Estate and to their guests and invitees, an easement for the purpose of pedestrian and vehicular traffic over and across the haul road which runs along the Western and Southern boundaries of the Real Estate ("Haul Road") for ingress and egress to and from County Road 900.

9. The Developer reserves and dedicates easements along the frontage of the Real Estate upon the Haul Road and upon County Road 900, from the road edge back for a distance of twenty-five feet (25') for the installation, use and maintenance of public utility facilities whether above or below ground; provided that such usage does not interfere with the other rights granted herein relative to such easement areas. The Developer further reserves and dedicates such easements to the owners of all Tracts and of any of the Real Estate and their guests and invitees, as a recreational trail. No structure, improvement, fence or other obstruction of any kind or nature shall be constructed or placed within such easement areas.

10. The Developer reserves and dedicates to the owners of all Tracts and of any of the Real Estate and their guests and invitees an easement along the gravel road which extends Southerly from County Road 900 to the boat ramp and which is located as more fully described in Exhibit B attached hereto and in the Amendment ("Pine Lake Drive"), for use in accessing the boat ramp and the lake, which road may also be used by owners of Tracts which border such road, and their guests and invitees, for ingress and egress to and from County Road 900. Developer further grants to all

such parties a license to use the boat ramp and turn-around area located upon the Real Estate for purposes not prohibited by these Covenants.

11. The Developer reserves and dedicates cross easements over and upon the entire area of the Pine Lake located upon the Real Estate, for the benefit of the owners of all Tracts and of any of the Real Estate and their guests and invitees, for purposes of fishing, boating and swimming in the lake, and conducting any other activity in or on the lake not prohibited by these Covenants. The general public is restricted from the use of the lake. Each owner and their guests and invitees shall access the lake solely by the boat ramp and by the lake frontage, if any, of such owner's property. The cross easements granted in this paragraph shall not extend to a distance nearer than twenty feet (20') from the shore line of another owner's property or nearer than ten feet (10') from the edges of another owner's dock. Docks on the lake must be floating (on plastic barrels or Styrofoam logs); anchored to the shore; constructed of treated lumber; and must not extend further than ten feet (10') into the lake from the shore. Small fishing boats and pontoons are allowed for recreational purposes on the lake; however, the entire lake shall be idle speed only, to protect the shoreline from wash.

12. These Covenants shall run in favor of and shall inure to the benefit of each and every owner of land included within the Real Estate, jointly and severally, without proof of pecuniary damage to his interest in the Real Estate, and may be enforced by injunction or appropriate remedy. Any party adjudged to have violated any of these Covenants shall be liable to any and all grieved parties for reasonable attorney fees which shall be fixed by the court hearing said matter.

13. The acceptance of a conveyance of any Tract or land included within the Real Estate by any person or persons shall be construed to be an acceptance and affirmance by such person or persons of each and all of the protective covenants, conditions, restrictions and reservations set out herein whether or not the same are set out or specified in such conveyance. If any of these Covenants are adjudged to be invalid, such adjudication shall in no way affect any of the other Covenants, contained herein, all of which shall remain in full force and effect.

14. The owner(s) of each Tract shall be assessed annually for maintenance of the Common Elements, which shall not exceed Two Hundred Dollars (\$200.00) per year and is due January 1 of each year. Such assessments shall be equal in amount per Tract assessed, without regard to the size of the Tract or amount of lake or road frontage, and shall be determined by dividing the annual maintenance costs, as determined by the Committee, by the total number of Tracts sold by the Developer as of the date such assessment is due. If any owner is in default in payment of an assessment due hereunder, the Developer or the Committee may bring suit to enforce collection thereof and take such other collection actions as are permitted in Indiana Code 32-28-14, et seq., as amended from time to time.

15. A committee ("Committee") shall be established for the purpose of collecting and disbursing funds for maintenance and operation of Pine Lake (but not the smaller lakes located on Tracts 37, 38 and 39), the Haul Road, Pine Lake Drive and all other roads and trails installed upon the Real Estate by Developer, the area located within the Real Estate to be deeded from Developer to the Corporation for common use of the members of the Association ("Commons") to be deeded from Developer to the Association, and any other areas or facilities which the Developer may hereafter elect to convey (or license the use of) to the Association (the foregoing, collectively, the

“Common Elements”). Improvements of any kind or nature constructed or placed on the Real Estate must be approved by the Committee in its reasonable discretion, prior to commencement of the same. The Developer will be the sole member of the Committee until the Developer notifies the Tract owners that a majority of the Tracts have been platted and sold by Developer, by a written resignation recorded in the records of Pike County, Indiana, or such sooner time as the Developer may choose (“Developer’s Resignation”), at which time the Developer shall be fully released from any obligations to perform such functions. The Developer hereby appoints Pine Lake Property Owners’ Association, Inc., an Indiana nonprofit corporation (“Association”), of which the Developer shall be the sole member until the Developer’s Resignation, to assume the rights and obligations of the Committee hereunder and to perform the customary duties of a property owners’ association in the State of Indiana. Following the Developer’s Resignation, such Association shall be governed by a board of directors consisting of three (3) Tract owners, chosen by vote of a majority of then-owners of the Tracts, for a term of one (1) year; provided, however, that so long as there remains any unplatted real property or any Tracts unsold by the Developer within the Real Estate, the Developer may, at its election, appoint an individual to serve as one (1) of the members of such board of directors. The By-Laws of the Association are attached hereto as Exhibit C.

16. Following the Developer’s Resignation, the owner (or owners, collectively) of each Tract shall be members of the Association for so long as they are Tract owners and shall have one (1) vote for each Tract owned. Any person or entity, including but not limited to the Developer, which owns more than one (1) Tract, including ownership of contiguous Tracts, shall have one (1) vote for each Tract owned.

17. The members of the Committee shall serve without pay, and acting in said capacity, shall act solely as agents for the owners of the Tracts and other land within the Real Estate, and by accepting this deed of conveyance, the owners of any portion of the Real Estate agree to indemnify, protect, and save harmless the members of the Committee from any liability they might incur while acting in said capacity. Developer shall not be liable to any Tract owner, their successors or assigns, their families, friends, licensees, guests or invitees, for injury or damage to any property occurring because of the condition of the Common Elements.

18. Developer hereby reserves and dedicates certain easements: (i) in favor of the owners of all Tracts and of any of the Real Estate and their guests and invitees: (A) over the approximately thirty (30)-foot wide gravel roads installed, or be to installed, by Developer over the general locations depicted in Exhibit B as Woodpecker Lane and Beaver Lane (“Roads”), for purposes of pedestrian and vehicular traffic for ingress and egress to County Road 900 and/or the Haul Road; and (B) over the approximately twenty (20)-foot dirt trails installed, or be to installed, by Developer over the general locations depicted in Exhibit B as Turkey Run, Deer Run and Snake Creek Run, for use as a recreational trail; and (ii) in favor of public utilities over the Roads for purposes of installation, use and maintenance of public utility facilities whether above or below ground, provided that such usage does not interfere with the other rights granted herein relative to such easement areas. Developer reserves the right, but shall not be obligated to, supplement the dedication of these easements by recording hereafter a legal description of the area to be burdened by the same.

19. All easements reserved and dedicated herein shall be non-exclusive, perpetual and for the benefit of the Real Estate, shall be binding upon and inure to the benefit of each and every

owner of land included within the Real Estate and their respective successors, assigns, heirs, devisees and legal representatives, and shall be a covenant running with the title to the Real Estate. Developer reserves the use of the easement areas to the extent not inconsistent with the rights and privileges hereby granted and conveyed. Developer hereby ratifies and confirms the original reservation and dedication of the easements described in Sections 8, 9, 10 and 11 of these Covenants, which were and shall remain effective as of the date of the original Conditions; however, to the extent of any conflict between the original Conditions, as amended, and these Covenants, these Covenants shall control. The Developer's sources of title to the Real Estate burdened by all easements referred to herein are the two (2) deeds described in the introductory paragraph above.

20. The real property described in Exhibit D attached hereto shall be excluded from the terms "property" and "Real Estate" as such terms are used herein, and neither these Covenants, nor the original Conditions, nor any amendments thereto shall be applicable to such real property.

Recreational Land Holdings, L.L.C.

Noe Properties, LLC, Member of Recreational Land Holdings, L.L.C.

By: _____
Jerry Aigner, Member of
Recreational Land Holdings, L.L.C.

By: _____
R. Allan Noe, Trustee of the
Russell Allan Noe Revocable Trust,
Member of Noe Properties, LLC

By: _____
Pam Aigner, Member of
Recreational Land Holdings, L.L.C.

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public, within and for said County and State, came **Recreational Land Holdings, L.L.C.**, by **Jerry Aigner**, its Member who, in such capacity, for and on behalf of said limited liability company, acknowledged the execution of the foregoing instrument, and after being duly sworn upon his oath, stated that all representations therein are true.

WITNESS my hand and Notarial Seal, this _____ day of _____, 2009.

My Commission Expires:

Notary Public is a resident of
_____ County,
State of Indiana.

Signature _____

Printed Name: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public, within and for said County and State, came **Recreational Land Holdings, L.L.C.**, by **Pam Aigner**, its Member who, in such capacity, for and on behalf of said limited liability company, acknowledged the execution of the foregoing instrument, and after being duly sworn upon her oath, stated that all representations therein are true.

WITNESS my hand and Notarial Seal, this _____ day of _____, 2009.

My Commission Expires:

Notary Public is a resident of _____ County, State of Indiana. Signature _____
Printed Name: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public, within and for said County and State, came **Recreational Land Holdings, L.L.C.**, by R. Allan Noe, in his capacity as Trustee of the Russell Allan Noe Revocable Trust, its Member who, in such capacity, for and on behalf of said trust and said limited liability company, acknowledged the execution of the foregoing instrument, and after being duly sworn upon his oath, stated that all representations therein are true.

WITNESS my hand and Notarial Seal, this _____ day of _____, 2009.

My Commission Expires:

Notary Public is a resident of _____ County, State of Indiana. Signature _____
Printed Name: _____

CROSS REFERENCE TO:

- Deed Record 196, Page 128
- Deed Record _____, Page _____
- Miscellaneous Record 141, Page 60
- Miscellaneous Record 141, Page 105

THIS INSTRUMENT WAS PREPARED BY Marjorie M. Blalock, BAMBERGER, FOREMAN, OSWALD and HAHN, LLP, Post Office Box 657, Evansville, Indiana 47704.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Marjorie M. Blalock Q78422.DOC

**EXHIBIT A TO
CONDITIONS, RESTRICTIONS, RESERVATIONS,
PROTECTIVE COVENANTS AND DEDICATION OF EASEMENTS
APPLICABLE TO PINE LAKE
(AMENDED AND RESTATED)**

Tract 5

A part of the West Half of Section 3, Township 3 South, Range 8 West, Monroe Township, Pike County, Indiana, being more particularly described as follows:

Beginning at the northeast corner of the northeast quarter of the northwest quarter of said section; thence along the east line of said quarter – quarter section South 00 degrees 20 minutes 22 seconds West 827.72 feet to a point in the centerline of the Haul Road below Tract #2 thru Tract #9; thence along said centerline the following 7 courses: 1) with a curve turning to the right with an arc length of 47.18 feet, with a radius of 1500.00 feet, with a chord bearing of North 86 degrees 24 minutes 25 seconds West, with a chord length of 47.18 feet 2) North 85 degrees 30 minutes 21 seconds West 167.19 feet 3) with a curve turning to the left with an arc length of 47.91 feet, with a radius of 150.00 feet, with a chord bearing of South 85 degrees 20 minutes 36 seconds West, with a chord length of 47.71 feet 4) South 76 degrees 11 minutes 34 seconds West 38.93 feet 5) with a curve turning to the left with an arc length of 364.42 feet, with a radius of 1200.00 feet, with a chord bearing of South 67 degrees 29 minutes 35 seconds West, with a chord length of 363.02 feet 6) South 58 degrees 47 minutes 35 seconds West 451.18 feet 7) with a curve turning to the right with an arc length of 330.01 feet, with a radius of 1150.00 feet, with a chord bearing of South 67 degrees 00 minutes 51 seconds West, with a chord length of 328.88 feet to a point on the west line of the southeast quarter of the northwest quarter of said section; thence along said west line North 00 degrees 20 minutes 41 seconds East 27.62 feet to the southwest corner of the northeast quarter of the northwest quarter of said section; thence along the west line of said quarter – quarter section North 00 degrees 20 minutes 41 seconds East 1319.39 feet to the northwest corner of said quarter – quarter section; thence along the north line of said quarter – quarter section South 89 degrees 05 minutes 19 seconds East 1320.12 feet; to the point of beginning, and containing 31.077 acres, more or less.

AND ALSO

That part of the Northwest Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 3, Township 3 South, Range 8 West lying North of the Haul Road centerline.

Also, That part of the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 4, Township 3 South, Range 8 West, lying North of the Haul Road centerline.

Also, That part of the Northwest Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 4, Township 3 South, Range 8 West lying North of the Haul Road centerline.

Also, That part of the Northeast Quarter of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 4, Township 3 South, Range 8 West, lying North and East of the Haul Road centerline.

The centerline description of the Haul Road part of which serves as a boundary for Auction Tracts 6, 7, 8, and 9 is as follows:

HAUL ROAD BELOW TRACT #2 THRU TRACT #9 CENTERLINE DESCRIPTION

Part of Sections Three (03) and Four (04), Township Three (03) South, Range Eight (08) West, being situated in Pike County, Indiana, being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of Section 4; thence along the North line of said section, North 89 degrees 36 minutes 23 seconds West, 1209.01 feet to the POINT OF BEGINNING; thence along a non-tangent curve concave to the West, having a radius of 875.00 feet, an arc length of 101.95 feet, a chord bearing of South 06 degrees 43 minutes 40 seconds West and a chord distance of 101.89 feet; thence along a tangent curve concave to the East, having a radius of 875.00 feet, an arc length of 603.85 feet, a chord bearing of South 09 degrees 42 minutes 17 seconds East and a chord distance of 591.94 feet; thence South 29 degrees 28 minutes 30 seconds East, 660.58 feet; thence along a tangent curve concave to the Northeast, having a radius of 350.00 feet, an arc length of 122.09 feet, a chord bearing of South 39 degrees 28 minutes 06 seconds East and a chord distance of 121.47 feet; thence South 49 degrees 27 minutes 42 seconds East, 273.76 feet; thence along a tangent curve concave to the Northeast, having a radius of 650.00 feet, an arc length of 464.60 feet, a chord bearing of South 69 degrees 56 minutes 19 seconds East and a chord distance of 454.78 feet; thence North 89 degrees 35 minutes 05 seconds East, 473.15 feet; thence along a tangent curve concave to the North, having a radius of 3000.00 feet, an arc length of 299.23 feet, a chord bearing of North 86 degrees 43 minutes 38 seconds East and a chord distance of 299.10 feet; thence North 83 degrees 52 minutes 12 seconds East, 57.13 feet; thence along a tangent curve concave to the South, having a radius of 350.00 feet, an arc length of 96.56 feet, a chord bearing of South 88 degrees 13 minutes 35 seconds East and a chord distance of 96.26 feet; thence South 80 degrees 19 minutes 21 seconds East, 130.00 feet; thence along a tangent curve concave to the Northeast, having a radius of 850.00 feet, an arc length of 119.81 feet, a chord bearing of South 84 degrees 21 minutes 38 seconds East and a chord distance of 119.71 feet; thence South 88 degrees 23 minutes 55 seconds East, 66.89 feet; thence along a tangent curve concave to the Southwest, having a radius of 650.00 feet, an arc length of 124.12 feet, a chord bearing of South 82 degrees 55 minutes 42 seconds East and a chord distance of 123.93 feet; thence South 77 degrees 27 minutes 30 seconds East, 64.46 feet; thence along a tangent curve concave to the North, having a radius of 1500.00 feet, an arc length of 627.15 feet, a chord bearing of South 89 degrees 26 minutes 10 seconds East and a chord distance of 622.60 feet; thence North 78 degrees 35 minutes 11 seconds East, 301.23 feet; thence along a tangent curve concave to the Southeast, having a radius of 1500.00 feet, an arc length of 94.90 feet, a chord bearing of North 80 degrees 23 minutes 55 seconds East and a chord distance of 94.88 feet; thence North 82 degrees 12 minutes 40 seconds East, 685.67 feet; thence along a tangent curve concave to the Northwest, having a radius of 1500.00 feet, an arc length of 136.33 feet, a chord bearing of North 79 degrees 36 minutes 27 seconds East and a chord distance of 136.28 feet; thence North 77 degrees 00 minutes 14 seconds East, 104.31 feet; thence along a tangent curve concave to the Southeast, having a radius of 1500.00 feet, an arc length of 87.11 feet, a chord bearing of North 78 degrees 40 minutes 03 seconds East and a chord distance of 87.09 feet; thence North 80 degrees 19 minutes 52 seconds East, 506.25 feet; thence along a tangent curve concave to the Northwest, having a radius of 1150.00 feet, an arc length of 432.29 feet, a chord bearing of North 69 degrees 33 minutes 43 seconds East and a chord distance of 429.75 feet; thence North 58 degrees 47 minutes 35 seconds East, 451.18 feet; thence along a tangent curve concave to the Southeast, having a radius of 1200.00 feet, an arc length of 364.42 feet, a chord bearing of North 67 degrees 29 minutes 35 seconds East and a chord distance of 363.02 feet; thence North 76 degrees 11 minutes 34 seconds East, 38.93 feet; thence along a tangent curve concave to the South, having a radius of 150.00 feet, an arc length of 47.91 feet, a chord bearing of North 85 degrees 20 minutes 36 seconds East and a chord distance of 47.71 feet; thence South 85 degrees 30 minutes 21 seconds East, 167.19 feet; thence along a tangent curve concave to the North, having a radius of 1500.00 feet, an arc length of 108.20 feet, a chord bearing of South 87 degrees 34 minutes 21 seconds East and a chord distance of 108.18 feet; thence along a tangent curve concave to the South, having a radius of 350.00 feet, an arc length of 50.96 feet, a chord bearing of South 85 degrees 28 minutes 04 seconds East and a chord distance of 50.92 feet; thence South 81 degrees 17 minutes 47 seconds East, 932.78 feet; thence along a tangent curve concave to the Southwest, having a radius of 750.00 feet, an arc length of 130.32 feet, a chord bearing of South 76 degrees 19 minutes 07 seconds East and a chord distance of 130.16 feet; thence South 71 degrees 20 minutes 26 seconds East, 67.60 feet; thence along a tangent curve concave to the Northeast, having a radius of 1500.00 feet, an arc length of 119.31 feet, a chord bearing of South 73 degrees 37 minutes 09 seconds East and a chord distance of 119.28 feet; thence South 75 degrees 53 minutes 52 seconds East, 147.80 feet; thence along a tangent curve concave to the North, having a radius of 450.00 feet, an arc length of 146.36 feet, a chord bearing of South 85 degrees 12 minutes 56 seconds East and a chord distance of 145.72 feet; thence North

85 degrees 28 minutes 01 second East, 243.57 feet; thence along a tangent curve concave to the South, having a radius of 1350.00 feet, an arc length of 427.15 feet, a chord bearing of South 85 degrees 28 minutes 07 seconds East and a chord distance of 425.37 feet; thence South 76 degrees 24 minutes 15 seconds East, 354.11 feet to the East line of the Northeast Quarter of the Northeast Quarter of Section 3 and being the point of terminus for this centerline description.

Together with any and all easements appurtenant to the same, and subject to all easements, rights-of-way, building and use restrictions of record.

Exhibit D
to

**CONDITIONS, RESTRICTIONS, RESERVATIONS,
PROTECTIVE COVENANTS AND DEDICATION OF EASEMENTS
APPLICABLE TO PINE LAKE
(AMENDED AND RESTATED)**

Excluded Real Property

Part of the Northwest Quarter of Section 3, Township 3 South, Range 8 West, in Pike County, Indiana, being more particular as follows:

Commencing at the Southeast Corner of the Northwest Quarter of the Northwest Quarter of said Section 3; thence South 00 degrees 21 minutes 01 second West 21.84 feet to the center of an existing Haul Road and being the beginning of a curve to the right having a central angle of 05 degrees 05 minutes 27 seconds, a radius of 1150.00 feet and a chord dimension of South 77 degrees 47 minutes 13 seconds West 102.15 feet; thence along the center of said road and along the arc of said curve 102.18 feet; thence continue along the center of said road, South 80 degrees 19 minutes 56 seconds West 411.51 feet; thence North 23 degrees 22 minutes 07 seconds West 209.44 feet; thence North 46 degrees 37 minutes 05 seconds West 132.51 feet; thence North 06 degrees 58 minutes 14 seconds West 81.51 feet; thence North 01 degree 30 minutes 18 seconds West 50.82 feet; thence North 32 degrees 18 minutes 53 seconds East 153.75 feet; thence North 48 degrees 22 minutes 49 seconds East 104.02 feet; thence North 84 degrees 01 minute 20 seconds East 51.27 feet; thence South 82 degrees 56 minutes 06 seconds East 128.47 feet; thence North 86 degrees 08 minutes 45 seconds East 132.12 feet; thence North 74 degrees 16 minutes 54 seconds East 315.87 feet; thence North 20 degrees 55 minutes 18 seconds East 218.28 feet; thence South 78 degrees 41 minutes 35 seconds East 302.27 feet; thence South 62 degrees 54 minutes 36 seconds East 112.83 feet to a point in a drainage ditch; thence along the drainage ditch the following five (5) calls: North 48 degrees 43 minutes 49 seconds East 89.33 feet; thence North 58 degrees 25 minutes 33 seconds East 154.32 feet; thence North 51 degrees 56 minutes 23 seconds East 236.20 feet; thence North 47 degrees 37 minutes 46 seconds East 169.13 feet; thence North 01 degree 16 minutes 08 seconds East 230.47 feet to a point on the North line of the Northwest Quarter of said Section 3; thence along the north line of said Quarter Section, South 89 degrees 05 minutes 19 seconds East 260.54 feet to the Northeast Corner thereof; thence along the east line of the Northwest Quarter of said Section 3, South 00 degrees 19 minutes 51 seconds West 827.93 feet to the center of an existing Haul Road and being the beginning of a curve to the right having a central angle of 01 degree 48 minutes 48 seconds, a radius of 1500.00 feet and a chord dimension of North 86 degrees 24 minutes 45 seconds West 47.47 feet; thence along the center of said road and along the arc of said curve 47.48 feet; thence continue along the center of said road, North 85 degrees 30 minutes 21 seconds West 167.19 feet to the beginning of a curve to the left having a central angle of 18 degrees 18 minutes 06 seconds, a radius of 150.00 feet and a chord dimension of South 85 degrees 20 minutes 36 seconds West 47.71 feet; thence along the center of said road and along the arc of said curve 47.91 feet; thence continue along the center of said road, South 76 degrees 11 minutes 34 seconds West 38.93 feet to the beginning of a curve to the left having a central angle of 17 degrees 23 minutes 59 seconds, a radius of 1200.00 feet and a chord dimension of South 67 degrees 29 minutes 35 seconds West 363.02 feet; thence along the center of said road and along the arc of said curve 364.42 feet; thence continue along the center of said road, South 58 degrees 47 minutes 35 seconds West 451.18 feet to the beginning of a curve to the right having a central angle of 16 degrees 27 minutes 53 seconds, a radius of 1148.22 feet and a chord dimension of South 67 degrees 01 minute 09 seconds West 328.82 feet; thence along the center of said road and along the arc of said curve 329.96 feet to the point of beginning and containing a gross area of 26.636 acres, more or less.