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**DECLARATION OF PROTECTIVE COVENANTS**  
RAVENWOOD BUSINESS CENTER  
ST. JOHN, INDIANA

This Declaration is made by Ravenwood Business Center, LLC, Owner of the real property legally described in the Attachment, Exhibit "A", to this Declaration.

All of the real property described in Exhibit "A", attached hereto and incorporated herein, is subject to this Declaration of Protective Covenants.

This Declaration is designed to complement local government and municipal regulations and where conflicts occur, the most rigid requirements shall prevail. This Declaration of Protective Covenants is made for the direct, mutual and reciprocal benefit of each and every part of the real property subject to this Declaration; shall create mutual equitable servitude's and reciprocal negative easements upon each part of the real property subject to this Declaration in favor of every other part of said real property; shall create reciprocal rights and obligations between the owner and the respective grantees, their heirs, their successors, their personal representatives, and their assigns; shall create privity of contract and estate between all grantees, their heirs, their successors, their personal representatives and their assigns of real property subject to this Declaration; and shall as to the subsequent grantees, their heirs, their successors, their personal representatives, and their assigns of each part of the real property subject to this Declaration operate as covenants running with the land, for the benefit of all other parts of said real property.

**ARTICLE I**

**DEFINITIONS**

Unless the context otherwise specifies or requires, each term defined in this Article I shall, for all purposes of this Declaration, have the meaning herein respectively specified.

Architectural Guidelines. The term "Architectural Guidelines" shall mean the guidelines prepared and issued by the Architectural Review Committee for the purpose of reviewing and approving all development, landscaping, site plans (including signs and the like) for the real property subject to this Declaration.

Architectural Review Committee. The term "Committee" shall mean the Architectural Review Committee created pursuant to Article II below.

Declaration. The term "Declaration" shall mean this Declaration of Protective Covenants for the real property described in Exhibit "A".

Developer. The term "Developer" shall mean Boyer Properties, Inc. or such agents and/or representatives as he shall appoint.

Grantee. The term "Grantee" shall mean that individual or entity, and successors, who has acquired the legal or beneficial ownership interest in a part of the real property subject to this Declaration, by way of transfer of said interest from the Owner, as defined herein.

Improvements. The term "Improvements" shall mean building, out buildings, underground installations, slope alterations, roads, driveways, parking facilities, fences, screening walls and barriers, retaining walls, stairs, decks, windbreaks, planting, planted trees and shrubs, poles, signs, loading areas and all other structures or landscaping improvements of every type and kind.

Lessee. The term "Lessee" shall mean the holder of a leasehold interest in any part of the real property subject to this Declaration, by way of transfer of said interest from Owner or Grantee, as defined herein.

Occupant. The term "Occupant" shall mean any person or entity who occupies a part of the real property subject to this Declaration and is not a Grantee or Lessee.

Owner. The term "Owner" shall mean Ravenwood Business Center, LLC.

**ARTICLE II**

**ARCHITECTURAL REVIEW COMMITTEE**

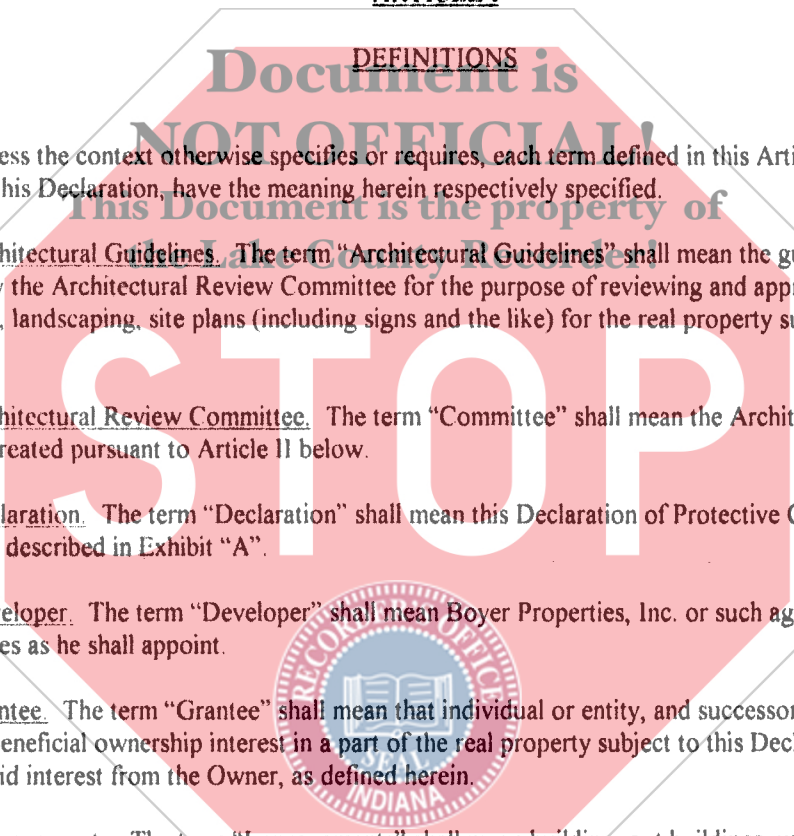
There is hereby created an Architectural Review Committee, hereafter referred to as Committee, which shall be organized as follows:

A. Committee Composition and Terms of Membership. The Committee shall consist of two (2) persons. One member shall be Bruce E. Boyer, or such agent or representative as he shall appoint. The term of the two appointed members on the Committee shall be five (5) years.

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B. Alternate Members. There shall also be two (2) alternate members who may be individually designated by the Committee to act as a substitute for any member of the Committee in the event of his unavailability or disability.

C. Appointment and Removal. The right to appoint and remove the two appointed members and all alternate members of the Committee shall be and is hereby vested in Owner, his successors, and assigns, upon the advice and consent of Developer, the Owner's decision shall be final.

The two appointed members of the Committee shall be appointed every five (5) years in accordance with the preceding provisions of this Article.

Exercise of the right of appointment and removal, as set forth herein shall be evidenced by the recording among the Committee's regular records each new Committee member or alternate member appointed and each member or alternative replaced or removed from the Committee, setting forth the vote of each Grantee if applicable.

D. Resignations and Vacancies. Any member or alternate member of the Committee may at any time resign from the Committee upon written notice to the Owner or the remaining Committee members as applicable. Vacancies on the Committee, however caused, shall be filled by the Owner, as applicable, according to the preceding terms of this Article.

E. Duties. It shall be the duty of the Committee to perform the functions required of it by this Declaration, to consider and act upon such proposals and plans which are submitted to it pursuant to the terms hereof, to adopt Architectural Guidelines, and to perform all of the duties delegated to it or imposed upon it by this Declaration.

F. Meetings. The Committee may meet by meeting, or informally by telephone, letter, or otherwise, as the Committee, in its sole discretion, shall deem necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the Committee. The Committee shall keep written records of all actions taken by it.

G. Architectural Guidelines. The Committee shall, from time to time, adopt, amend and repeal, by unanimous vote, rules and regulations, to be known as "Architectural Guidelines". Said Architectural Guidelines shall interpret and implement the provisions hereof by setting forth the standards and procedures for Committee review, and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior furnishings and materials which are recommended for use in the real estate subject to this Declaration.

### ARTICLE III

#### REGULATIONS OF IMPROVEMENTS

##### SECTION 3.1

##### Approval of Plans

A. Approval Required. No improvements shall be constructed, erected, placed, altered, maintained or permitted to remain in the real estate subject to this Declaration until final plans and specifications showing the plot layout, all exterior elevations with materials and colors thereof, and landscaping shall have been submitted to and approved in writing by the Committee. Such final plans and specifications shall be submitted in writing in triplicate under the authorized signature of the Grantee, Lessee, or Occupant of the particular part of the real property subject to this Declaration, or his authorized agent. Changes in approved plans which materially affect building size, placement or external appearance must be similarly submitted to and approved by the Committee.

B. Basis for Approval. The Committee shall have the right to disapprove plans, specifications, or details submitted to it in the event the same are not in accordance with this Declaration if plans and specifications submitted are incomplete, or in the event the Committee deems the plans, specifications, or details, or any part thereof, to be contrary to the best interests of the real estate subject to this Declaration. With regard to this, the Committee may base its approval or disapproval on, among other things, the adequacy of site dimensions, conformity and harmony of external designs with neighboring structures, effect of locations and use of proposed improvements on neighboring sites and the types of operations and uses thereof, relation of topography, grade and finish elevation of the site being approved to that of neighboring sites, proper facing of main elevation with respect to the nearby streets, adequacy of screening of mechanical, air conditioning or other rooftop installations, and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. No plans shall be approved which do not provide for the underground installation of power lines from the lot lines to buildings, except by written approval of the Committee. No plans or specifications shall be approved which do not provide for safety or any other control as set forth by local, state, federal or other governmental agencies. The decision of the Committee shall be final.

C. Result of Inaction. The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof, or shall notify the persons submitting the same that an additional period of time (not exceeding sixty (60) additional days) is required for such approval or disapproval. If the Committee fails either to approve or disapprove final plans and specifications within the period above-provided, it shall be conclusively presumed that the Committee has approved said plans and specifications. One set of plans and specifications shall, with the approval or disapproval endorsed thereon, be returned to the person submitting them and the other shall be retained by the Committee for its permanent files.

D. Proceeding With Work. Upon receipt of approval from the Committee pursuant to this section, the Grantee, Lessee, or Occupant, to whom the same is directed and delivered, shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all approved construction, refinishing, alterations, excavations and landscaping. In all cases, work shall be commenced within one (1) year from the date of such approval. If work is not commenced within one (1) year from the date of such approval, then the approval given pursuant to this section shall be deemed revoked unless the Committee, upon a request made prior to the expiration of said one (1) year period, extends the time for commencing work.

E. Completion of Work. In any event, all construction, refinishing, alterations or excavation of any such improvements previously approved under Section 3.1A above shall be completed within two (2) years after the commencement thereof, except so long as such completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, national calamities or other supervening forces beyond the control of the Grantee, Lessee, or Occupant or his agents.

F. Liability. Neither Owner, Committee nor any member thereof nor any agent of Owner, or of the Committee shall be liable for any damage, loss or prejudice suffered or claimed by an Grantee, Lessee, or Occupant who submits such plan (and such person or entity who submits such plans shall hold the Owner, the Committee, the members thereof and the agents of each harmless from all damage, loss or prejudice suffered or claimed by any third party) on account of (a) any defects in the plans and specifications submitted, revised, or approved in accordance with the foregoing provisions; (b) any structural or other defects in any work done according to such plans and specifications; (c) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (d) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; and (e) the development of any property within the real property subject to this Declaration.

## SECTION 3.2

### LIMITATIONS ON IMPROVEMENTS

A. Lot Coverage. Lot coverage shall be a function of all improvements and requirements to be contained within the lot. Buildings, structures, front and other setback service areas for trucks and rail, parking, outdoor storage, required landscaping and other relevant requirements must be contained within the boundaries of any lot.

B. Setback Lines.

1. Buildings or structures of any kind or any part thereof, shall not be placed closer than thirty (30) feet to any street property line and no closer than fifteen (15) feet to an interior property line; except, that the Committee may approve a lesser distance provided the aggregate of interior side or rear yards between adjacent side Grantees shall not be less than thirty (30) feet.

2. Loading facilities, loading docks, loading doors or other service areas should not face a frontage street, unless absolutely necessary and shall be set back a minimum of fifty (50) feet from any street property line if such areas face a frontage street.

C. Landscaping.

1. Every site on which a building is constructed in the real property subject to this Declaration shall be landscaped by the Grantee, Lessee, or Occupant. Plans and specifications are to be submitted to and approved by the Committee pursuant to Section 3.1 above. In general, the Committee will not approve landscaping plans which do not call for the landscaping and maintenance of the area between the building (or prolongation of the building line) and street curb, unless such area is devoted to approved driveways, parking areas, and sidewalks. At least sixty-five percent (65%) of the area between said building line and the street property line, which is not devoted to approved driveways, parking areas, and sidewalks, shall be devoted to landscaping.

2. Landscaping as approved by the Committee shall be installed within ninety (90) days from the date of occupancy or substantial completion of the building, whichever date first occurs, unless the Committee shall approve, in writing, another final date of landscaping installation. For buildings built for speculative purposes, substantial completion shall mean that date on which the exterior walls and roof have been installed.

3. All landscaping shall be maintained in attractive, slightly and well-kept condition and in accordance with the approved plans and specifications therefor.

D. Signs. No signs, billboards, or advertising shall be erected, placed or maintained on any real property or any improvements on said real property subject to this Declaration prior to specific approval by the Committee. All signs, billboards, or advertising must:

1. Be in accordance with the current provisions of any applicable governmental agency having jurisdiction over such issues; and
2. Not identify other than the name, business and logo of the person or firm occupying the premises and those offering the premises for sale or for lease; and
3. Conform to the Committee's approved signing plan for the site; and
4. Conform to the theme, size, style and location as set forth in the Architectural Guidelines or as approved by the Committee.

E. Parking Areas.

1. Paved off-street parking as required by rules of any applicable governmental authority having jurisdiction thereof, or by any rules enacted by the Committee (providing such rules are not in derogation of any applicable governmental requirement) shall be provided by each Grantee, Lessee, or Occupant on his real property to accommodate all parking needs for employee, visitor, business invitee, and company vehicles. The Committee shall have the authority to disapprove the plans and specifications for the construction of any building in the real estate subject to this Declaration if such plans do not provide for paved off-street parking in compliance with this paragraph. The intent of this provision is to eliminate the need for any on-street parking. If parking requirements increase as a result of the change in the use or number of employees, the committee may require that the Grantee, Lessee, or Occupant provide additional off-street parking if any portion of his real property can be reasonably converted to a parking area.

2. Any parking area which is visible from a frontage street shall be screened with planting or landscaped earthmounds.

3. All parking and outside storage areas shall be paved.

4. The parking requirements and traffic circulation patterns may be modified by the Committee as to any particular site as a condition to the approval of plans and specifications, but after construction has commenced or been completed pursuant to approved plans and specifications, modification may be required by the Committee only if parking requirements increase as a result of a change in the use or number of employees and any portion of the Grantee's, Lessee's or Occupant's real property can be reasonably converted to a parking area.

F. Storage and Loading Areas.

1. Loading doors, docks, facilities or other service areas shall be set back in accordance with Section 3.2.

2. No materials, supplier, merchandise or equipment, including company-owned or operated trucks, shall be stored in any area on a site except inside a closed building or fenced area, or behind a visual barrier screening such area so that they are not unsightly from the neighboring properties or public streets.

3. Loading doors, docks, facilities and other service areas shall be adequately screened with landscaping to minimize the effect of their appearance from any street, freeway, expressway, neighboring property.

G. Fencing and Screening.

1. All fencing shall be of the height and type that provides a visual barrier by use of materials used for the construction of the fence and in the case of chain link or cyclone fencing, privacy slats must be used and maintained.

H. Construction Materials.

1. All elevations facing a frontage street of primary use buildings must have a minimum of twenty five percent (25%) of masonry on the exterior face of the building unless otherwise specifically approved by the Committee.

2. Post frame wood (pole barn) type construction is not allowed for any building construction.

ARTICLE IV

PERMITTED USES, RESTRICTIONS AND PROHIBITED USES

SECTION 4.1

Unless otherwise specifically prohibited herein or by state or local law, any commercial or office building operation and use will be permitted provided such operation and use is performed and carried out entirely within a building that is designated and constructed in such a manner that the operation and use shall not cause or produce a nuisance.

SECTION 4.2

RESTRICTIONS AND PROHIBITED USES

A. Prohibited Uses. The following operations and uses shall not be permitted on any property subject to this Declaration: Residential; trailer courts; labor camps, junk yards; distillation of bones; dumping; disposal; incineration or reduction of garbage, sewage, dead animal or refuse; fat rendering; stock yard or slaughter of animals; refining of petroleum or of its products; smelting of iron, tin, zinc or other ores; cemeteries; jail, penal, detention or correction farms; and any operation or use which is dangerous or unsafe to others or which constitutes a nuisance.

B. Nuisances. No Grantee, Lessee, or Occupant shall create a nuisance to the real estate subject to this Declaration or other property in the business vicinity of said real estate. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any site and no odors shall be permitted to accumulate upon or adjacent to any site or portion thereof unsanitary, unsightly, offensive or detrimental to any property in the vicinity thereof or to the occupants thereof. No use or operation shall be conducted on the real estate subject to this Declaration which is noxious, objectionable, unsightly or detrimental to others in any manner and due to any cause, such as, but not limited to vibrations, sound, electro-mechanical disturbances, electro-magnetic disturbances, radiation, air or water pollution, dust, or emission of odorous toxic and non-toxic matters.

C. Property Maintenance and Repair of Buildings. All real property subject to this Declaration, whether occupied or unoccupied, and any buildings or other improvements placed thereon shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth or the accumulation of rubbish or debris thereon. No building or structure on the real property subject to this Declaration shall be permitted by its Grantee, Lessee, or Occupant to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

D. Right of Entry. During the reasonable hours and subject to reasonable security requirements, Owner, its authorized representatives or the Committee shall have the right to enter upon any part of the real property subject to this Declaration, and any building or other improvement constructed thereon, for the purpose of ascertaining whether this Declaration, and the rules of the Committee enacted pursuant to the authority contained herein, have been or are being complied with. Any such entry shall constitute an authorized entry, and Owner, its agents or the Committee member shall not be deemed guilty of trespass by reason thereof.

SECTION 4.3

VARIANCES, OTHER OPERATIONS AND USES

A. Variances. The Committee is hereby authorized and empowered to grant variances for gas service stations, commercial and retail uses within the real property subject to this Declaration and to further grant reasonable variances from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application and provisions contained herein, PROVIDED, HOWEVER, that said variances shall not materially injure any of the property or improvements on said real property. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any of the real property or any other person who is not a successor in interest to the person or entity to whom the variance is granted.

B. Other Operations and Uses. Operations and uses which are neither specifically prohibited nor specifically authorized by these Protective Covenants may be permitted in a specific case, unless otherwise prohibited by applicable law, if operational plans and specifications are submitted to and approved in writing by the Owner. Approval or disapproval of such operation or use shall be at the sole discretion of Owner. If such approval is granted all provisions of this Declaration, including the provision hereof requiring submission of plans and specifications for the approval of the Committee, shall be applicable to such operation or use.

ARTICLE V

DURATION, MODIFICATION AND TERMINATION

DURATION OF PROTECTIVE COVENANTS

This Declaration of Protective Covenants shall continue and remain in full force and effect at all times with respect to the real property described in Exhibit "A" hereto for a period beginning with the execution of said Declaration and ending twenty (20) years thereafter.

SECTION 5.2

MODIFICATION AND TERMINATION

This Declaration, or any provisions hereof, or any Protective Covenants contained herein, may be terminated, extended, modified or amended, with the written consent of the Grantees owning seventy-five percent (75%) of the real property subject to this Declaration as legally described in Exhibit "A" hereto, based on the number of square feet of said real property; provided that each such termination, extension, modification or amendment shall apply uniformly to all property subject to this Declaration; and further provided, however, that so long as Owner retains any interest in any part of the real property subject to this Declaration no such termination, extension, modification, or amendment shall be effective without the written approval of Owner thereto. No such termination, extension, modification or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the Grantees who are owners of seventy-five (75%) of the said real property subject to the Declaration and all other Grantees are duly notified thereof; provided, however, that any part of the real property subject to this Declaration which is subsequently conveyed or dedicated by Owner for use as a public roadway or other public use may be conveyed or dedicated free and clear of the provisions of this Declaration by execution and delivery of a deed by Owner to the appropriate governmental body, specifically referencing that said conveyance or dedication is free and clear of the provisions thereof.

ARTICLE VI

ENFORCEMENT

SECTION 6.1

ABATEMENT AND SUIT

A. Preventative Remedies. Owner, the Committee or any Grantee or Lessee may proceed at law or in equity to prevent the violation of the protective covenants contained herein.

B. Owner's and/or Committee's Rights. Owner and the Committee or their duly authorized agents shall have the right at any time and from time to time following violation or breach of the protective covenants contained herein, without any liability to the Grantee, Lessee, or Occupant for trespass or otherwise, to enter upon the real property upon or as to which violation or breach exists and to summarily abate and remove, at the expense of said Grantee, Lessee, or Occupant thereof, any structure, thing or condition that may be or exists thereon contrary to the intent and meaning of the protective covenants contained herein, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the protective covenants contained herein to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

C. Other Parties' Rights. In addition, any other party to whose benefit these protective covenants inure, that is, any Grantee or party holding legal title and interest to any part of the real property legally described in Exhibit "A" hereto, shall have the right in the event of violation or breach of the same (except as qualified by Section 6.4) to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate these protective covenants to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation, provided, however, that no party shall be permitted to enforce these covenants in contravention of a written approval or whether or not such approval or consent is recorded.

D. Cumulative Remedies. The remedies hereby specified are cumulative, and this specification shall not be deemed to preclude an aggrieved person's resort to any other remedy at law, in equity or under any statute, provided, however, that no violation of these declarations shall be construed to effect a forfeiture or reversion of title.

SECTION 6.2

DEEMED TO CONSTITUTE A NUISANCE

The result of every action or omission whereby this Declaration is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against any

Grantee, Lessee, or Occupant shall be applicable in respect to every such result and may be exercised by Owner, the Committee, or any Grantee or Lessee to whose benefit these protective covenants inure.

#### SECTION 6.3

#### ATTORNEY'S FEES

In any legal or equitable proceeding to enforce or restrain the violation of this Declaration, the losing party or parties shall pay the reasonable attorney's fees of the prevailing party or parties.

#### SECTION 6.4

#### FAILURE TO ENFORCE NOT A WAIVER OF RIGHTS

No delay or failure on the part of an aggrieved party to invoke any available remedy in respect to a violation of any of the provisions of this Declaration shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation, nor shall there be construed upon Owner a duty to take any action to enforce the provisions of this Declaration.

Neither Owner, the Committee, or any member thereof nor their successors or assigns shall be liable to any Grantee, Lessee or Occupant of real property subject to this Declaration by reason of any mistake in judgment, negligence, malfeasance, action or inaction or for the enforcement or failure to enforce provisions of this Declaration or any part thereof. Every Grantee, Lessee, or Occupant, by acquiring his interest in the real property subject to this Declaration agrees that he will not bring any action or suit against Owner, its successors and assigns or the Committee or any member thereof, to recover any such damages or equitable relief.

**Document is NOT OFFICIAL!**

#### ARTICLE VII

**This Document is the property of the Lake County Recorder!**

#### MISCELLANEOUS PROVISIONS

#### SECTION 7.1

#### LIMITATION OF LIABILITY

Notwithstanding any provision of Article VI or any other provision of this Declaration, any and all rights, benefits and privileges granted, conferred or reserved to the Committee or to any other party or any successor, grantee, or transferee of any party pursuant to this Declaration are so granted, conferred or reserved, and shall be accepted and enforced subject to the agreement, understanding, limitation, restriction, condition and covenant that, in the event of any actual or alleged failure, breach or default of any covenant, condition, restriction or provision of this Declaration by the Owner:

#### SECTION 7.2

#### PARAGRAPH HEADINGS

Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration of in any way to define, limit or describe the scope and intent of the particular paragraph to which they refer.

#### SECTION 7.3

#### EFFECT OF INVALIDATION

If any provisions of this Declaration of Protective Covenants is held to be invalid by any court, the invalidity of such provisions shall not affect the validity of the remaining provisions of said Declaration and all remaining provisions thereof shall continue unimpaired, in full force and effect.

#### SECTION 7.4

#### NOTICE

Any and all notices or other communications required or permitted by this Declaration or by law to be served on or given to Owner shall be in writing and shall be deemed duly served and given when personally delivered to the person to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first class postage prepaid, addressed to Owner as follows:

Ravenwood Business Center, LLC  
c/o Boyer Properties, Inc.  
2165 U.S. 41  
Scherville, IN 46375





**EXHIBIT "A"**

**LEGAL DESCRIPTION  
RAVENWOOD BUSINESS CENTER  
AN ADDITION TO THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA**

**DESCRIPTION:** Being a parcel of land lying in the Northwest Quarter of Section 4, township 34 North, Range 9 West of the Second Principal Meridian and also the Southwest Quarter of Section 33, Township 35 North, Range 9 West of the Second Principal Meridian, all in the Town of St. John, Lake County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 33, said point being the POINT OF BEGINNING; thence North  $00^{\circ} 39' 49''$  West, along the West line of said Section 33, a distance of 662.16 feet; thence South  $89^{\circ} 31' 53''$  East, along the North line of the Northwest Quarter of the Southwest Quarter of said Section 33, a distance of 1070.92 feet to a point 20 feet West of the Westerly Right of Way line of the 100 foot wide Penn Central Railroad; thence South  $00^{\circ} 31' 26''$  East, along a line parallel to and 20 feet West of said Railroad Right of Way line (East line of land conveyed to McBainbridge by deed recorded May 9, 1903 in Book No. 116, Page 50), a distance of 663.80 feet; thence South  $89^{\circ} 26' 31''$  East, along the South line of said Section 33, a distance of 20.00 feet to a point on the Westerly Right of Way line of the aforesaid Railroad; thence South  $00^{\circ} 31' 26''$  East, a distance of 348.94 feet; thence North  $89^{\circ} 26' 14''$  West, a distance of 1119.82 feet to a point on the West line of said Section 4; thence North  $00^{\circ} 13' 42''$  East, along the aforesaid West line, a distance of 347.80 feet to the Northwest corner of said Section 4; thence North  $88^{\circ} 20' 48''$  East, a distance of 25.92 feet to the POINT OF BEGINNING; Containing 25.2332 acres of land, more or less.

