

**Post Falls Urban Renewal Agency Order of Approval:
East Post Falls Urban Renewal District
Tullamore**

WHEREAS, TULLAMORE PROPERTIES, L.L.C., an Idaho limited liability company, 661 S. Rivershore Lane, #120, Eagle, ID 83616, has submitted a request for reimbursement of infrastructure improvements in the East Post Falls Urban Renewal District, pursuant to the terms of their Owner Participation Agreement, hereinafter referred to as the Request, and

WHEREAS the Post Falls Urban Renewal Agency, hereinafter referred to as the Agency, has had the Request reviewed by staff, and staff has submitted findings and recommendations to the Commission of the Agency,

WHEREAS the Request, the findings and the recommendations have all been reviewed in detail by the Finance Committee members of the Agency,

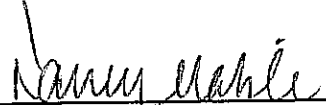
NOW THEREFORE, the full Commission of the Agency does hereby make the following findings of fact:

- That the Request is in compliance with the terms of the Owner Participation Agreement between the parties dated December 18, 2008
- That the Request is consistent with the terms of the Agreement between Tullamore Properties, L.L.C., an Idaho limited liability company and the parties, dated December 18, 2008
- That the constructed publicly-owned infrastructure associated with this Request has been accepted by the City of Post Falls
- That the total amount to be reimbursed is consistent with all Agency policies

BASED UPON THESE FINDINGS, the Agency's Commissioners do hereby formally approve for reimbursement the amount of **\$2,724,027**, to be paid from tax increment revenues in the East Post Falls North Urban Renewal District, as they become available to the Agency and in accordance with Agency policies.

Adopted this 30th day of December, 2008, by

POST FALLS URBAN RENEWAL AGENCY



Nancy Mabile, Chairman

OWNER PARTICIPATION AND REIMBURSEMENT AGREEMENT
(Existing Plan & District)

THIS AGREEMENT made and entered into this 30 day of December, 2008, by and between the POST FALLS URBAN RENEWAL AGENCY, an Idaho urban renewal agency, P.O. Box 236, Post Falls, ID, 83877-0236, hereinafter referred to as the Agency, and TULLAMORE PROPERTIES, L.L.C., an Idaho limited liability company, 661 S. Rivershore Lane, #120, Eagle, ID 83616, hereinafter referred to as the Participant.

WITNESSETH:

WHEREAS the Agency is an independent public body, corporate and politic, and is an Idaho urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act of 1988, being Idaho Code, Title 50, Chapter 29, as amended and supplemented, hereinafter collectively referred to as the Act, and

WHEREAS the City of Post Falls by the adoption of Ordinance No.1093 on the 20th day of December, 2005, duly adopted the Revised East Post Falls Redevelopment Plan for the East Post Falls Urban Renewal District, hereinafter referred to respectively as the Plan and the District, and

WHEREAS the Participant owns or controls real property located within the boundaries of the North Section of the District, and more specifically described in Exhibit A, attached hereto and incorporated by reference herein, and hereinafter referred to as the Site, and

WHEREAS the Participant intends to construct public infrastructure improvements on the Site, as more specifically described in Exhibit B, attached hereto and incorporated by reference herein, and hereinafter referred to as the Project,

WHEREAS the Agency has reviewed the elements of the Project and feels that the Project would enhance the redevelopment and revitalization of the District pursuant to the provisions of the Plan, and

WHEREAS the Agency and the Participant seek to cooperate in the construction of public infrastructure improvements, and

WHEREAS until such time as the Project is completed, the tax increment revenues from the District would be insufficient to pay for construction of the Project, and

WHEREAS the Participant is willing to construct and pay for the Project with the expectation of being reimbursed from future tax increment revenues received by the Agency from the improvement of the property described in Exhibit A as those revenues are received, and

WHEREAS the Parties seek to memorialize understandings relating to the conditions associated with such Agency funded reimbursement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the Parties agree as follows:

1. EFFECTIVE DATE: The effective date of this Agreement shall be the date first above-written, and shall continue until all obligations of each Party are completed or until the termination of the Plan, whichever shall first occur.

2. PUBLIC INFRASTRUCTURE AND OTHER PUBLIC FACILITIES: The Parties agree that the public infrastructure and other public facilities and their estimated costs that are the subject of this Agreement are those listed on Exhibit B, attached hereto and incorporated by reference herein, and hereinafter referred to as the Agency Funded Public Improvements. Any other public improvements that are constructed by the Participant as part of the Project are not eligible for reimbursement pursuant to this Agreement.

3. CONSTRUCTION OF AGENCY FUNDED PUBLIC IMPROVEMENTS: The participant agrees to construct the Agency Funded Public Improvements consistent with the following:

3.1. The improvements to be constructed shall be in accordance with the overall City infrastructure plans, polices, and design standards. Approval of the City regarding the reimbursable nature of the improvements pursuant to the Plan shall be a condition precedent to initiating construction of the improvements.

3.2. Prior to commencing construction, all necessary permits will be obtained by the Participant.

3.3. Construction and quality control inspections shall be provided by the engineer of record.

4. CONDITIONS: In consideration for the commitments presented by the Participant, the Agency agrees to continue to proceed with reimbursement for the Agency Funded Public Improvements, subject to the following conditions:

4.1. The Participant shall comply with the City of Post Falls design review approvals and all applicable local, state and federal laws.

4.2. The Participant shall submit a Project schedule to the Agency upon completion of City approvals.

4.3. The Participant shall complete the Agency Funded Public Improvements as described in Exhibit B and any attachments to Exhibit B.

4.4. The Participant shall allow the Agency or its agents to review the final design and construction of the Project.

4.5. The Participant agrees to invoice the Agency per the cost of the items to be reimbursed for review by the Agency, with reimbursement to be based upon completion and final inspection by the Agency or its agents, and the availability of tax increment revenues generated by development of the property described in Exhibit A.

4.6. The Participant shall complete the Agency Funded Public Improvements on or before the 31 day of December, 2026.

5. INITIAL CONSTRUCTION FUNDING: The Participant shall pay for all of the costs of installation of the Agency Funded Public Improvements as set forth in Exhibit B and previously approved by the Agency, hereinafter referred to as Participant Advances.

6. REIMBURSEMENT OF PARTICIPANT ADVANCES: The Participant shall be entitled to reimbursement of Participant Advances subject to the following conditions and understandings:

6.1. It is the understanding of the Parties that the Participant shall only be paid the reimbursement of Participant Advances from the tax increment revenues generated by the development of the property described in Exhibit A, and directly resulting from the Agency Funded Public Improvements being made by the Participant. If for any reason tax increment revenues anticipated to be received by the Agency are insufficient or curtailed, the Agency shall not be obligated to use other sources of revenue to make reimbursements to the Participant.

6.2. It is the understanding of the Parties that tax increment revenues received by the Agency from the development of the property described in Exhibit A will first be used in the following manner and order:

6.2.1. To reimburse the Agency for the costs of amending the Plan and/or any remaining unpaid costs of designing or adopting the Plan.

6.2.2. For the payment of the allocated portion of the District's annual contribution to the administrative costs of the Agency.

6.2.3. For the payment into a district wide reserve account pursuant to the policies of the Agency.

6.2.4. For the repayment of any debt of the District.

6.2.5. For the reimbursement of Participant Advances.

The Participant acknowledges that the Agency has provided the Participant with copies of the Agency's policies and resolutions concerning the use of tax increment revenue and cost reimbursement.

6.3. The Participant is aware that the Agency intends to conduct an annual review of the performance of both the Plan and the District, and reserves the right within the sole discretion of the Agency to make adjustments to the Plan, including the ability to terminate a non-performing plan.

7. MISCELLANEOUS:

7.1 The Participant shall provide the Agency with proof that the Participant and its agents have adequate liability and workers compensation insurance.

7.2 The Participant agrees to indemnify and hold harmless the Agency from any and all liability and/or obligations not specifically provided for in this Agreement to be performed by the Agency with reference to the Project.

7.3 The Participant does hereby grant to the Agency and its agents a right of access to the Project area for the purposes of inspections.

7.4 The Participant agrees at the appropriate time to convey title to Agency Funded Public Improvements either to the Agency or to the City of Post Falls. With the Agency's approval, title to a portion of such Improvements may also be conveyed to some other entity, such as but not limited to a public utility, so long as the entire Agency Funded Public Improvements, including those conveyed to an entity besides the Agency or City of Post Falls, will predominantly benefit public as opposed to private interests. In the event that a portion of such Improvements is conveyed to an entity other than the Agency or the City, the grantee entity shall provide some form of reimbursement to the Participant for the conveyed Improvements, such as but not limited to a utility rebate or tax deduction. The Agency's reimbursement obligation set forth herein shall be reduced accordingly by the amount of the Agency accepted cost of such Improvements.

7.5. The Participant agrees that all property taxes due on that portion of the property described in Exhibit A, owned by the Participant, shall be paid in a timely fashion during the term of this Agreement. Failure to make such payments shall constitute a material breach of this Agreement by Participant. Participant agrees that the Agency may terminate this Agreement by providing written documentation that property taxes remain delinquent for a period of 12 months on property described in Exhibit A, which is owned by the Participant.

7.6. The Parties agree that this Agreement does not establish a partnership or joint venture relationship between the Parties.

7.7. The rights and obligations provided for in this Agreement may not be assigned.

7.8. This Agreement shall be construed and enforced under the laws of the State of Idaho, with any enforcement ~~action to be brought in Kootenai County, Idaho.~~ The prevailing party in any action shall be entitled to attorneys fees and costs.

7.9. The Parties agree that in the event that there is a disagreement or dispute over the terms and provisions of this Agreement, including reimbursement submittals, that the Parties will mutually submit the disagreement or dispute to non-binding mediation utilizing a mediator mutually agreeable to the Parties, with the Parties jointly sharing the costs of mediation. In the event that the Parties cannot agree on a mediator or if the mediation is unsuccessful, the Parties shall engage in binding arbitration pursuant to the Commercial Rules of the American Arbitration Association. Costs and fees incurred in such arbitration shall be awarded to the prevailing party as that term is defined by Idaho law.

7.10. The Parties agree that this Agreement is the entire agreement between the Parties, and is binding upon their successors.

7.11. In no event shall this Agreement give rise to a general obligation or liability of the Agency, the City of Post Falls, the State of Idaho, or any of its political subdivisions, or give rise to a charge against their general credit or taxing powers, or be payable out of any funds or properties other than the special fund or funds of the Agency pledged therefor.

7.12. All of the provisions of this Agreement are distinct and severable, and if any provision shall be deemed illegal, void or unenforceable, it shall not affect the legality, validity or enforceability of any other provision or portion of this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands effective the date first above-written.

POST FALLS URBAN RENEWAL AGENCY
an Idaho urban renewal agency

By: 
Nancy Mabile
Chairman

PARTICIPANT:

TULLAMORE PROPERTIES, L.L.C.
an Idaho limited liability company

By: Vision First, L.L.C.
A Washington limited liability company,
Managing Member

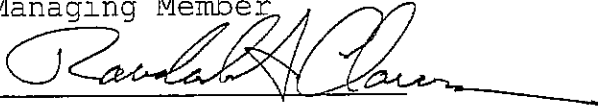

By: 

Randal S. Clarno
Managing Member

EXHIBIT "A" (Continued)

Legal Description of the East Post Falls North Section 241.9 Acres

Parcel 5 (Continued)

North 00°59'01" East, 989.63 feet along said Section line to a point; thence

North 88°36'53" West, 368.01 feet to a 5/8" rebar and cap marked "ATS PLS 8962" and being the true POINT OF BEGINNING for this described parcel of land; thence

South 00°59'01" West, 329.99 feet to a 5/8" rebar and cap marked "ATS PLS 8962"; thence

North 88°37'56" West, 2286.61 feet to a point on the North-South center section line; thence

North 00°41'24" East, 330.70 feet along said center section line to a 5/8" rebar and cap marked "A&C INC LS 1003; thence

South 88°36'53" East, 2288.31 feet to the true POINT OF BEGINNING for this parcel.

EXCEPTING therefrom that portion deeded to the city of Post Falls by Grant of Right of way recorded July 16, 2004 as Instrument No. 1888619.

PARCEL 2:

Lot 4, Block 1, PALIMINO ACRES, according to the official plat recorded in the office of the County Recorder in Book "F" of Plats at Pages 178 and 178A, records of Kootenai County, State of Idaho.

Excepting therefrom that portion deeded to the city of Post Falls by Grant of Right of way recorded July 16, 2004 as Instrument No. 1888621

EXHIBIT "A"

Legal Description of the East Post Falls North Section 241.9 Acres

Parcel 1

Tracts 14, 15 and 16, and the East half of Tract 3, Block 25, POST FALLS IRRIGATED TRACTS, according to the recorded plat thereof; EXCEPT a parcel conveyed to the State of Idaho for highway purposes as recorded in Book 145 of Deeds, page 551, Records of Kootenai County, Idaho.

Parcel 2

The South half of the Northeast quarter and the North half of the Southeast quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho; EXCEPT any portions that may lie within road rights-of-way.

Parcel 3

The West half of Tract 1 and all of Tract 2, Block 25, POST FALLS IRRIGATED TRACTS, according to the plat thereof recorded in Book "C" of Plats, Pages 78, 79 and 80, Records of Kootenai County, Idaho, EXCEPT any portion that may lie within road rights-of-way.

Parcel 4

The North half of the North half of the South half of the Southeast quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho; EXCEPT any portions that may lie within road rights-of-way.

ALSO EXCEPTING that portion conveyed to the State of Idaho for right of way by Deed recorded in Book 151 of Deeds at Page 30.

Parcel 5

PARCEL 1:

A parcel of land located in the South half of the Southeast Quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho. More particularly described as follows:

COMMENCING at the Southeast corner of said Section 25 marked by a railroad spike, from which the East Quarter of said Section 25 marked by a railroad spike bears North 00°59'01" East, 2638.99 feet; thence from said point of commencement

010

East Post Falls U.R.D. North Section 241.9 Acres

J-D-B ENGINEERS, Inc.

11/11/05 09:55 FAX 208 762 9797



POST FALLS URBAN RENEWAL AGENCY
RESOLUTION NO. 2005-04

A RESOLUTION OF THE POST FALLS URBAN RENEWAL AGENCY APPROVING THE AMENDMENT OF THE EAST POST FALLS URBAN RENEWAL PLAN; CONFIRMING THE EXPANDED DETERIORATION DECLARATION; MODIFYING THE BOUNDARIES OF THE REVENUE ALLOCATION AREA; MAKING FINDINGS AND CONCLUSIONS IN SUPPORT THEREOF; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS the Post Falls Urban Renewal Agency is a duly created and appointed urban renewal agency under the laws of the State of Idaho with authority to recommend the amendment of an adopted urban renewal plan for the purposes of remediating additional deterioration found to exist by the City Council of the City of Post Falls, and

WHEREAS the City Council did on March 21, 2002, in Resolution No. 2002-13, find that deterioration existed in a described area of East Post Falls, and

WHEREAS the Post Falls Urban Renewal Agency did on November 7, 2002, in Resolution No. 2002-04, recommend the adoption of the East Post Falls Urban Renewal Plan for the purposes of remediating the deterioration found to exist by the City Council of the City of Post Falls, and

WHEREAS the City Council of the City of Post Falls did on December 17, 2002, through the adoption of Ordinance No. 1017, adopt the East Post Falls Urban Renewal Plan, and

WHEREAS the City Council of the City of Post Falls did on April 5, 2005, by Resolution No. 2005-06, declare a described area adjacent to the East Post Falls Urban Renewal District to be deteriorated and/or deteriorating, and a competitively disadvantaged border community area, hereinafter referred to as the expanded deteriorating area, and

WHEREAS the Post Falls Urban Renewal Agency has drafted amendments to the East Post Falls Urban Renewal Plan to provide for the remediation of portions of the expanded deteriorated area and the extension of the term of the plan to a total of twenty-four (24) years, and

WHEREAS the Commissioners of the Post Falls Urban Renewal Agency conducted a public hearing on said amendments on September 20, 2005.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE POST FALLS URBAN RENEWAL AGENCY AS FOLLOWS:

Section 1. The Agency hereby makes the following findings of fact:

a. That the expanded deteriorated area declared by the City Council of the City of Post Falls does in fact exist, and is in need of remediation.

b. That the described boundaries of the East Post Falls Urban Renewal District need to be expanded to include the expanded area of deterioration.

c. That the amended East Post Falls Urban Renewal Plan provides for varying methods of remediation for the expanded deteriorated area, and contains the necessary elements required by Idaho law, including a tax allocation feasibility study for the expanded area which finds that the estimated tax increment revenue is sufficient to repay the debt to be incurred to provide the improvements described within the amended Plan.

d. That the amended Plan indicates the type of improvements and rehabilitation projects that are proposed to be carried out, including land uses, densities, building improvements, and methods of financing, for the expanded plan area.

e. That the revenue allocation area of the original East Post Falls Urban Renewal District has been expanded to include portions of the expanded deteriorated area, and that the expanded revenue allocation area is described by a metes and bounds description.

f. That the amended East Post Falls Urban Renewal Plan conforms to the general plan of the City of Post Falls, and is in conformance with the Comprehensive Plan.

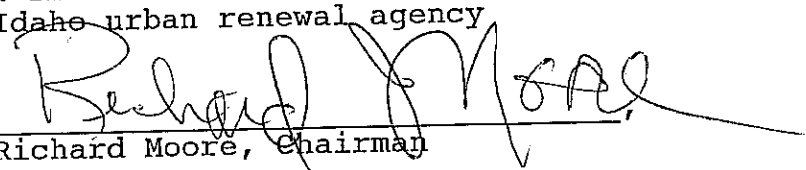
g. That the amended East Post Falls Urban Renewal Plan does not anticipate the displacement of any families.

h. That the amended East Post Falls Urban Renewal Plan will enhance public recreational facilities and activities within the City, and encourage private sector participation.

Section 2: The Post Falls Urban Renewal Agency does hereby adopt the Amended East Post Falls Urban Renewal Plan with an amended term of twenty-four years to 2026, for recommendation to the City Council of the City of Post Falls for formal adoption as required by Idaho law. This resolution shall be effective upon its passage.

POST FALLS URBAN RENEWAL AGENCY
an Idaho urban renewal agency

By:


Richard Moore, Chairman

RESOLUTION NO. 2005-06

A RESOLUTION OF THE CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO DECLARING THE AREA DESCRIBED HEREIN AS DETERIORATED AND/OR DETERIORATING AND A COMPETITIVELY DISADVANTAGE BORDER AREA

WHEREAS, the city of Post Falls has reviewed a request by the representative of some of the property owners located along the Highway 41 corridor within the area highlighted on the map attached hereto as Exhibit A, attached hereto and incorporated herein by reference, to declare such area as deteriorated as defined in Idaho Code 50-2903(b); and

WHEREAS, the city council has evaluated the request with regards to the lack of adequate infrastructure, diversity of property ownership and lot sizes as well as the economic underdevelopment of the area together with the competitively disadvantaged character of the area relating to its proximity to the Washington state border.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the city of Post Falls that the property along the Highway 41 corridor highlighted on Exhibit A is deteriorated and/or deteriorating and is in a competitively disadvantaged border area and is appropriate for an urban renewal project in the event that the city council elects to consider establishing this area for a project. This determination is based upon the following findings of the city council:

1. The land described in Exhibit A is located within the Post Falls city limits, consists of at least forty (40) acres and is situated within twenty-five (25) miles of the Washington-Idaho border.
2. The property owners are disadvantaged in their ability to attract economically viable business due to the deteriorated or deteriorating nature of the described property.
3. The property currently lacks adequate sewer and street infrastructure to service or foster economic development on those properties.
4. There is a diversity of ownership of the properties described herein and the properties have varying lot sizes, configurations and uses, thereby impeding the development of the property by one private individual or group of individuals.

DATED this 5 day of April, 2005.

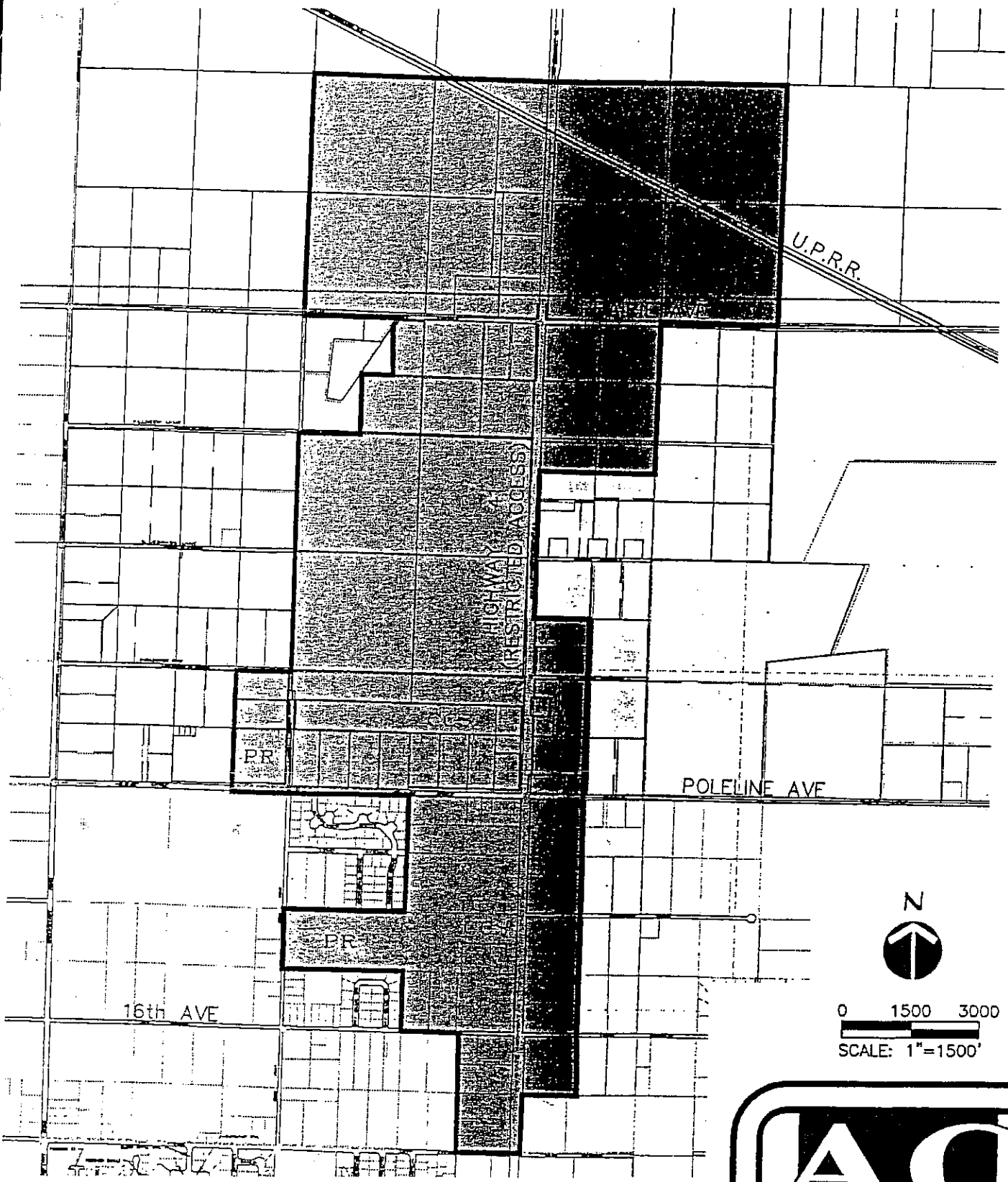
Clay Larkin, Mayor



ATTEST:


Christene Pappas, City Clerk





0 1500 3000
SCALE: 1"=1500'

CITY OF POST FALLS
PROPOSED HIGHWAY 41 URBAN RENEWAL DISTRICT



info@adamsandclark.com
Adams & Clark, Inc.
306 N. Spokane St., Suite J
Post Falls, ID 83854
(208) 777-1812 F(208) 773-6439
Project No. 2004-02-538

LEGAL DESCRIPTION
EAST POST FALLS U.R.D.
REVISED NOVEMBER, 2005
ORDINANCE NO. _____

PORTIONS OF SECTIONS 25 AND 36, T51N, R5W, B.M., SECTIONS 30 AND 31, T51N, R4W, B.M., SECTIONS 1 AND 2, T50N, R5W, B.M., AND SECTION 6, T50N, R4W, B.M., KOOTENAI COUNTY IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS
(BASED ON AVAILABLE INFORMATION AND NOT AN ACTUAL FIELD SURVEY, ALL DIMENSIONS SHOULD BE CONSIDERED MORE OR LESS AND SUBSERVIENT TO THE BOUNDING CALLS):

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 1, T50N, R5W, B.M., KOOTENAI COUNTY, IDAHO;

THENCE N44°20'04"W, A DISTANCE OF 42.65 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF GREENSFERRY ROAD AND THE NORTH RIGHT-OF-WAY LINE OF MULLAN AVENUE AND THE **TRUE POINT OF BEGINNING** OF THE HEREIN DESCRIBED EAST POST FALLS U.R.D.;

THENCE N82°27'26"E A DISTANCE OF 70.62 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION OF THE EXTENDED EAST RIGHT-OF-WAY LINE OF GREENSFERRY ROAD AND THE NORTH RIGHT-OF-WAY LINE OF MULLAN AVENUE;

THENCE S88°47'14"E CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF MULLAN AVENUE, A DISTANCE OF 305.04 FEET, MORE OR LESS;

THENCE S00°44'04"W CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 9.75 FEET, MORE OR LESS;

THENCE S88°46'40"E CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 214.72 FEET, MORE OR LESS;

THENCE N00°44'04"E CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 9.78 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF GREENSFERRY LANDING AS RECORDED AT BOOK I, PAGE 269 KOOTENAI COUNTY RECORDS;

THENCE S88°47'14"E CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 759.89 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID GREENSFERRY LANDING AND THE SOUTHWEST CORNER OF MAPLE GROVE MANOR AS RECORDED AT BOOK I, PAGE 226 KOOTENAI COUNTY RECORDS;

THENCE S88°48'58"E CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 500.88 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID MAPLE GROVE MANOR;

THENCE S88°46'40"E CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 159.00 FEET, MORE OR LESS, TO THE WEST LINE OF TRACT 60, POST FALLS IRRIGATED TRACTS AS RECORDED AT BOOK C, PAGE 78 KOOTENAI COUNTY RECORDS;

THENCE S00°49'56"W CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 10.24 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID TRACT 60;

THENCE S88°46'40"E CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 639.87 FEET, MORE OR LESS, TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF CECIL STREET AND THE NORTH RIGHT-OF-WAY LINE OF MULLAN AVENUE;

THENCE N00°52'44"E ALONG THE WEST RIGHT-OF-WAY LINE OF CECIL STREET, A DISTANCE OF 362.59 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH LINE OF QUAD PARK CENTER (RECORDED AT BOOK J, PAGE 101 & 101A KOOTENAI COUNTY RECORDS) EXTENDED AND THE WEST RIGHT-OF-WAY LINE OF CECIL STREET;

THENCE S88°51'48"E ALONG SAID NORTH LINE OF SAID QUAD PARK CENTER EXTENDED, AND THE NORTH LINE OF SAID QUAD PARK, A DISTANCE OF 680.41 FEET, MORE OR LESS, TO THE WEST BOUNDARY OF WILLIAMSON'S SUBDIVISION AS RECORDED AT BOOK E, PAGE 57 KOOTENAI COUNTY RECORDS;

THENCE S00°51'55"W ALONG SAID WEST BOUNDARY OF WILLIAMSON'S SUBDIVISION, A DISTANCE OF 362.99 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY LINE OF MULLAN AVENUE;

THENCE S89°10'36"E ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 330.13 FEET, MORE OR LESS, TO SOUTHEAST CORNER OF SAID WILLIAMSON'S SUBDIVISION;

THENCE N00°51'55"E CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET, MORE OR LESS;

THENCE S88°46'11"E CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 329.79 FEET, MORE OR LESS;

THENCE S00°57'46"W CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET, MORE OR LESS;

THENCE S88°46'11"E CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 132.47 FEET, MORE OR LESS;

THENCE N00°50'22"E CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET, MORE OR LESS;

THENCE S88°40'51"E CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 527.66 FEET, MORE OR LESS, TO THE EAST BOUNDARY OF LILAC PLACE AS RECORDED AT BOOK I, PAGE 170 KOOTENAI COUNTY RECORDS;

THENCE N00°52'26"E ALONG SAID EAST BOUNDARY OF LILAC PLACE AND THE BOUNDARY COMMON TO KINGS ADDITION AS RECORDED AT BOOK E, PAGE 178 KOOTENAI COUNTY RECORDS AND HIGHLAND HOLLOW AS RECORDED AT BOOK G, PAGE 190 KOOTENAI COUNTY RECORDS EXTENDED, A DISTANCE OF 1312.14 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY LINE OF 12TH AVENUE, SAID POINT BEING ON THE EXTENSION OF THE LINE COMMON TO TRACTS 47 AND 48, BLOCK 36 POST FALLS IRRIGATED TRACTS SECOND ADDITION;

THENCE N00°55'53"E ALONG THE LINE COMMON TO TRACTS 47 AND 48, BLOCK 36 POST FALLS IRRIGATED TRACTS SECOND ADDITION, SAID LINE ALSO BEING ALONG A PORTION OF THE WEST BOUNDARY OF ANDREWS SUBDIVISION, AS RECORDED AT BOOK G, PAGE 383 KOOTENAI COUNTY RECORDS, A DISTANCE OF 631.17 FEET, MORE OR LESS, TO THE SOUTHERLY CORNER COMMON TO TRACTS 33 AND 34, BLOCK 36 POST FALLS IRRIGATED TRACTS SECOND ADDITION AND A POINT ON THE WEST BOUNDARY OF SAID ANDREWS SUBDIVISION;

THENCE N00°52'13"E ALONG THE LINE COMMON TO SAID TRACTS 33 AND 34, BLOCK 36 POST FALLS IRRIGATED TRACTS SECOND ADDITION, AND SAID WEST BOUNDARY OF ANDREWS SUBDIVISION EXTENDED, A DISTANCE OF 680.70 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT-OF-WAY LINE OF 16TH AVENUE;

THENCE N88°40'49"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF 16TH AVENUE, 660.40 FEET TO THE SOUTHWEST CORNER OF TRACT 31, BLOCK 36 OF SAID PLAT OF SECOND ADDITION TO POST FALLS IRRIGATED TRACTS;

THENCE N00°55'29"E, ALONG THE WEST LINE OF SAID TRACT 31, A DISTANCE OF 639.37 FEET TO THE NORTHWEST CORNER OF SAID TRACT 31;

THENCE N88°40'37"W, ALONG THE SOUTH LINES OF TRACTS 19 AND 20 OF SAID BLOCK 36, A DISTANCE OF 1302.01 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 20, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF CECIL ROAD;

THENCE N88°43'39"W, 45.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CECIL ROAD AS DESCRIBED IN THE FOLLOWING DEDICATION DEEDS: DOCUMENT NUMBER 1637761, RECORDED JUNE 7, 2000. DOCUMENT NUMBER 1638012, RECORDED JUNE 9, 2000 AND DOCUMENT NUMBER 1638025, RECORDED JUNE 9, 2000;

THENCE N00°49'10"E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF CECIL ROAD, 639.47 FEET TO THE NORTH LINE OF TRACT 21 OF SAID BLOCK 36;

THENCE CONTINUING N00°49'10"E, 20.00 FEET TO A POINT ON THE SOUTH LINE OF THE N1/2 OF THE NW1/4 OF SAID SECTION 36;

THENCE N88°42'53"W, ALONG SAID SOUTH LINE AND ALONG SAID WESTERLY RIGHT-OF-WAY, 15.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CECIL ROAD AS DESCRIBED IN THE QUITCLAIM DEED RECORDED MARCH 15, 1999 UNDER DOCUMENT NUMBER 1579546;

THENCE N00°49'10"E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF CECIL ROAD, 20.03 FEET TO A POINT ON THE WESTERLY EXTENTION OF THE SOUTH LINE OF TRACT 13 OF SAID BLOCK 36;

THENCE S86°40'25"E, ALONG SAID WESTERLY EXTENTION, 60.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 13, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID CECIL ROAD;

THENCE S88°40'25"E, ALONG THE SOUTH LINE OF SAID TRACT 13, BEING THE NORTHERLY RIGHT-OF-WAY LINE OF HORSEHAVEN AVENUE (20TH AVE.), 642.50 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 13;

THENCE N00°49'59"E ALONG THE EAST LINE OF SAID TRACT 13 AND SAID NORTHERLY RIGHT-OF-WAY TO THE SOUTHWEST CORNER OF BLOCK 1 OF FAIRWINDS ACCORDING TO THE PLAT RECORDED IN BOOK F OF PLATS, PAGE 85, A DISTANCE OF 10.00 FEET, BEING ALSO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF HORSEHAVEN AVENUE AS DEDICATED BY SAID PLAT;

THENCE S88°40'25"E ALONG SAID NORTHERLY RIGHT-OF-WAY, 660.77 FEET TO THE EAST LINE OF SAID PLAT;

THENCE N00°55'29"E, ALONG SAID EAST LINE, ALONG THE EAST LINE OF RIDGE VIEW ADDITION ACCORDING TO THE PLAT RECORDED IN BOOK E OF PLATS, PAGE 191 AND ALONG THE NORTHERLY EXTENTION OF SAID EAST LINE OF THE PLAT OF RIDGE VIEW ADDITION, A DISTANCE OF 1258.73 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF POLELINE ROAD;

THENCE N88°40'02"W, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE NORTH LINE OF SAID PLAT, A DISTANCE OF 1295.59 FEET TO THE NORTHWEST CORNER OF BLOCK 2 OF SAID PLAT;

THENCE S00°49'10"W, ALONG THE WEST LINE OF SAID BLOCK AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF CECIL ROAD, 20.03 FEET TO A POINT ON THE EASTERLY EXTENTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF POLELINE ROAD AS DESCRIBED IN QUITCLAIM DEED RECORDED AS INSTRUMENT NUMBER 1579546;

THENCE N88°36'32"W, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF POLELINE ROAD AND ITS EASTERLY EXTENTION, 692.13 FEET TO A POINT ON THE SOUTHERLY EXTENTION OF THE WEST LINE OF TRACT 60, BLOCK 25 OF SAID PLAT OF POST FALLS IRRIGATED TRACTS;

THENCE N00°41'49"E, 80.01 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 60;

THENCE N00°41'49"E, ALONG THE BOUNDARY COMMON TO THE WEST LINE OF SAID TRACT 60 AND THE EXTENDED EAST LINE OF KNAPP ADDITION, RECORDED IN BOOK J, PAGE 165 KOOTENAI COUNTY RECORDS, AND ALONG THE WEST LINE OF TRACT 53 OF BLOCK 25 OF SAID PLAT OF POST FALLS IRRIGATED TRACTS, A DISTANCE OF 1273.28 FEET TO THE NORTHWEST CORNER OF SAID TRACT 53, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WHEELBARROW ROAD;

THENCE N00°41'49"E, 40.00 FEET TO THE SOUTHWEST CORNER OF TRACT 44 OF BLOCK 25 OF SAID PLAT OF POST FALLS IRRIGATED TRACTS, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WHEELBARROW ROAD;

THENCE S88°34'08"E, ALONG THE SOUTH LINE OF SAID TRACT 44 AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WHEELBARROW ROAD, 642.07 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 44, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF CECIL ROAD;

THENCE S89°18'39"E, 20.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID CECIL ROAD;

THENCE N00°41'21"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE 2657.32 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF KILLDEER LANE;

THENCE S88°15'55"E, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 20.00 FEET TO THE SOUTHWEST CORNER OF TRACT 13, BLOCK 25, POST FALLS IRRIGATED TRACTS;

THENCE CONTINUING S88°15'55"E ALONG THE SOUTHERLY LINE OF SAID TRACT 13 AND SAID NORTHERLY RIGHT-OF-WAY LINE, 648.27 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 13;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE N00°46'29"E ALONG THE LINE BETWEEN TRACT 13 AND TRACT 14, BLOCK 25, POST FALLS IRRIGATED TRACTS, 645.85 FEET TO THE NORTHWEST CORNER OF SAID TRACT 14;

THENCE S88°08'03"E ALONG THE NORTHERLY LINE OF SAID TRACT 14, 334.63 FEET;

THENCE LEAVING SAID NORTHERLY LINE N00°49'04"E, 568.12 FEET TO A POINT ON THE EASTERLY LINE OF TAX NUMBER 3392;

THENCE N33°12'48"E ALONG SAID EASTERLY LINE 54.88 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PRAIRIE AVENUE;

THENCE S88°00'12"E ALONG SAID SOUTHERLY RIGHT-OF-WAY 305.70 FEET TO A POINT ON THE WESTERLY LINE OF TRACT 2, BLOCK 25, POST FALLS IRRIGATED TRACTS;

THENCE S00°51'39"W ALONG SAID WESTERLY LINE 614.29 FEET TO THE NORTHWEST CORNER OF TRACT 15, BLOCK 25, POST FALLS IRRIGATED TRACTS;

THENCE S88°08'03"E ALONG THE NORTHERLY LINE OF TRACT 15 AND TRACT 16, BLOCK 25, POST FALLS IRRIGATED TRACTS, 1272.55 FEET TO THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 41;

THENCE S01°01'09"W ALONG SAID WESTERLY RIGHT-OF-WAY, 641.36 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF KILLDEER LANE;

THENCE CONTINUING S01°01'09"W, 20.00 FEET TO SOUTHERLY RIGHT-OF-WAY LINE OF KILLDEER LANE;

THENCE CONTINUING S01°01'09"W ALONG SAID WESTERLY RIGHT-OF-WAY 1980.67 FEET TO THE EXTENDED NORTH LINE OF TRACT 41, BLOCK 30 OF POST FALLS IRRIGATED TRACTS;

THENCE S88°45'11"E ALONG THE WESTERLY EXTENTION AND THE NORTH LINE OF SAID TRACT 41, BLOCK 30, POST FALLS IRRIGATED TRACTS, 720.64 FEET TO THE NORTHEAST CORNER OF SAID TRACT 41;

THENCE S00°59'14"W, ALONG THE EAST LINE OF SAID TRACT 41 AND ALONG THE EAST LINES OF TRACTS 56 AND 57 OF SAID BLOCK, 1956.27 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 57, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF POLELINE ROAD;

THENCE S02°01'20"E, 60.14 FEET TO THE NORTHEAST CORNER OF TRACT 8, BLOCK 31 OF SAID PLAT OF POST FALLS IRRIGATED TRACTS, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF POLELINE ROAD;

THENCE S00°58'03"W, ALONG THE EAST LINE OF SAID TRACT 8 AND ALONG THE EAST LINES OF TRACTS 9, 24 AND 25 OF SAID BLOCK 31, A DISTANCE OF 2580.12 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 16TH AVENUE;

THENCE S 01°44'31" W, 39.97 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 16TH AVENUE AND THE EXTENTION OF THE EASTERLY LINE OF TRACT 40 OF BLOCK 31, POST FALLS IRRIGATED TRACTS;

THENCE S 00°50'27" W, ALONG THE EASTERLY LINE OF TRACT 40 OF BLOCK 31, POST FALLS IRRIGATED TRACTS, 638.89 FEET TO THE NORTHEAST CORNER OF TRACT 41, BLOCK 31, POST FALLS IRRIGATED TRACTS;

THENCE N 88°54'29" W ALONG THE NORTHERLY LINE OF SAID TRACT 41, 596.05 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41;

THENCE CONTINUING N 88°54'29" W, ALONG SAID EASTERLY RIGHT-OF-WAY, 5.00 FEET;

THENCE S 00°51'32" W, ALONG SAID EASTERLY RIGHT-OF-WAY, 272.70 FEET;

THENCE S 06°34'18" W ALONG SAID EASTERLY RIGHT-OF-WAY, 100.46 FEET;

THENCE S 00°51'32" W ALONG SAID EASTERLY RIGHT-OF-WAY, 267.69 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 12TH AVENUE;

THENCE S89°02'58"E ALONG SAID NORTH RIGHT-OF-WAY LINE OF 12TH AVENUE, A DISTANCE OF 1272.49 FEET, MORE OR LESS, TO THE SOUTHERLY CORNER COMMON TO TRACTS 42 AND 43, BLOCK 31 POST FALLS IRRIGATED TRACTS;

THENCE S00°49'22"W ALONG THE LINE COMMON TO TRACTS 55 AND 54, BLOCK 31 POST FALLS IRRIGATED TRACTS EXTENDED, A DISTANCE OF 677.26 FEET, MORE OR LESS, TO THE SOUTHERLY CORNER COMMON TO TRACTS 55 AND 54, BLOCK 31 POST FALLS IRRIGATED TRACTS;

THENCE S89°11'27"E ALONG THE SOUTH LINE OF SAID TRACT 54, A DISTANCE OF 8.44 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF ASSESSORS TAX PARCEL NUMBER 8577;

THENCE S39°31'14"W ALONG THE NORTHWESTERLY BOUNDARIES OF ASSESSORS TAX PARCEL NUMBERS 8577, 8578, 8575, 16485 AND 8713, A DISTANCE OF 805.42 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY LINE OF MULLAN AVENUE;

THENCE S89°19'56"E ALONG SAID NORTH RIGHT-OF-WAY LINE OF MULLAN AVENUE, A DISTANCE OF 280.73 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY LINE OF STERLING DRIVE;

THENCE S26°12'12"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF STERLING DRIVE, A DISTANCE OF 60.76 FEET, MORE OR LESS;

THENCE S37°46'55"W CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF STERLING DRIVE, A DISTANCE OF 397.41 FEET, MORE OR LESS;

THENCE S42°45'46"W CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF STERLING DRIVE, A DISTANCE OF 111.00 FEET, MORE OR LESS;

THENCE S40°37'54"W CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF STERLING DRIVE, A DISTANCE OF 183.27 FEET, MORE OR LESS;

THENCE S35°43'24"W CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF STERLING DRIVE, A DISTANCE OF 202.00 FEET, MORE OR LESS;

THENCE S31°19'54"W CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF STERLING DRIVE, A DISTANCE OF 154.97 FEET, MORE OR LESS, TO THE WESTERLY BOUNDARY OF HIGHLAND PARK ESTATES RECORDED AT BOOK F, PAGE 264 KOOTENAI COUNTY RECORDS;

THENCE S51°36'54"W ALONG SAID WESTERLY BOUNDARY OF HIGHLAND PARK ESTATES, A DISTANCE OF 170.72 FEET, MORE OR LESS;

THENCE S06°47'46"E ALONG SAID WESTERLY BOUNDARY OF HIGHLAND PARK ESTATES, A DISTANCE OF 78.36 FEET, MORE OR LESS;

THENCE S32°41'34"W ALONG SAID WESTERLY BOUNDARY OF HIGHLAND PARK ESTATES, A DISTANCE OF 192.91 FEET, MORE OR LESS;

THENCE S37°01'24"W ALONG SAID WESTERLY BOUNDARY OF HIGHLAND PARK ESTATES, A DISTANCE OF 232.28 FEET, MORE OR LESS;

THENCE S21°32'54"W ALONG SAID WESTERLY BOUNDARY OF HIGHLAND PARK ESTATES, A DISTANCE OF 82.87 FEET, MORE OR LESS;

THENCE S84°57'24"W ALONG SAID WESTERLY BOUNDARY OF HIGHLAND PARK ESTATES, A DISTANCE OF 70.79 FEET, MORE OR LESS, TO THE WEST LINE OF SECTION 6, T50N, R4W, BM., KOOTENAI COUNTY;

THENCE S00°54'52"W ALONG SAID WEST LINE OF SECTION 6, A DISTANCE OF 844.72 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 90;

THENCE S68°56'49"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 90, A DISTANCE OF 942.75 FEET, MORE OR LESS;

THENCE S89°30'18"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 90, A DISTANCE OF 625.22 FEET, MORE OR LESS;

THENCE S80°50'16"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 90, A DISTANCE OF 142.69 FEET, MORE OR LESS;

THENCE S87°41'23"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 90, A DISTANCE OF 386.40 FEET, MORE OR LESS;

THENCE S87°40'23"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 90, A DISTANCE OF 223.05 FEET, MORE OR LESS;

THENCE N80°59'26"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 90, A DISTANCE OF 101.92 FEET, MORE OR LESS;

THENCE S87°37'16"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 90, A DISTANCE OF 279.67 FEET, MORE OR LESS;

THENCE N71°30'47"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 90, A DISTANCE OF 34.43 FEET, MORE OR LESS, TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 6, T50N, R4W, B.M.;

THENCE S00°02'54"W ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 1330.07 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY LINE OF OHIO MATCH ROAD (MAPLEWOOD AVE.);

THENCE S63°51'07"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF OHIO MATCH ROAD (MAPLEWOOD AVE.), A DISTANCE OF 30.63 FEET, MORE OR LESS;

THENCE N88°59'55"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF OHIO MATCH ROAD (MAPLEWOOD AVE.), A DISTANCE OF 634.68 FEET, MORE OR LESS, TO THE WEST LINE OF LOT 2, BLOCK C OF THOMPSON ADDITION AS RECORDED AT BOOK B, PAGE 101 KOOTENAI COUNTY RECORDS;

THENCE N00°08'10"E ALONG SAID WEST LINE OF LOT 2, BLOCK C, A DISTANCE OF 503.55 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY LINE OF 3RD AVENUE;

THENCE N68°38'59" W ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 3RD AVENUE, A DISTANCE OF 1436.53 FEET, MORE OR LESS;

THENCE S00°50'39"W ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 3RD AVENUE, A DISTANCE OF 9.94 FEET, MORE OR LESS;

THENCE N69°08'53"W ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 3RD AVENUE, A DISTANCE OF 499.94 FEET, MORE OR LESS;

THENCE 74.65 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 3RD AVENUE ALSO BEING A CURVE TO THE LEFT WITH A RADIUS OF 220.00, A CENTRAL ANGLE OF 19°26'29", AND WHOSE CHORD BEARS N78°52'07"W, A DISTANCE OF 74.29 FEET, MORE OR LESS;

THENCE N88°35'16"W ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 3RD AVENUE, A DISTANCE OF 110.32 FEET, MORE OR LESS;

THENCE S31°43'20"W ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 3RD AVENUE, A DISTANCE OF 47.60 FEET, MORE OR LESS;

THENCE N88°36'14"W ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 3RD AVENUE, A DISTANCE OF 1059.59 FEET, MORE OR LESS;

THENCE N69°47'59"W ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 3RD AVENUE, A DISTANCE OF 56.10 FEET, MORE OR LESS;

THENCE N88°29'00"W ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 3RD AVENUE, A DISTANCE OF 347.63 FEET, MORE OR LESS;

THENCE S75°52'23"W ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 3RD AVENUE, A DISTANCE OF 41.15 FEET, MORE OR LESS;

THENCE N88°04'13"W ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 3RD AVENUE, A DISTANCE OF 1060.10 FEET, MORE OR LESS;

THENCE N89°31'00"W ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 3RD AVENUE, A DISTANCE OF 60.52 FEET, MORE OR LESS, TO EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 1, T50N, R5W, B.M.;

THENCE N00°28'50"E ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 1, A DISTANCE OF 192.10 FEET, MORE OR LESS, TO THE CENTER QUARTER CORNER OF SAID SECTION 1;

THENCE N88°33'53"W ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 1, A DISTANCE OF 2642.79 FEET, MORE OR LESS, TO THE WEST QUARTER CORNER OF SAID SECTION 1;

THENCE N89°42'39"W, A DISTANCE OF 35.09 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF GREENSFERRY ROAD;

THENCE N00°34'10"E ALONG SAID WEST RIGHT-OF-WAY LINE OF GREENSFERRY ROAD, A DISTANCE OF 534.48 FEET, MORE OR LESS;

THENCE S87°14'22"W ALONG SAID WEST RIGHT-OF-WAY LINE OF GREENSFERRY ROAD, A DISTANCE OF 5.04 FEET, MORE OR LESS;

THENCE N00°36'36"E ALONG SAID WEST RIGHT-OF-WAY LINE OF GREENSFERRY ROAD, A DISTANCE OF 74.88 FEET, MORE OR LESS;

THENCE N02°54'54"E ALONG SAID WEST RIGHT-OF-WAY LINE OF GREENSFERRY ROAD, A DISTANCE OF 122.04 FEET, MORE OR LESS;

THENCE N00°33'35"E ALONG SAID WEST RIGHT-OF-WAY LINE OF GREENSFERRY ROAD, A DISTANCE OF 454.17 FEET, MORE OR LESS;

THENCE N04°53'43"W ALONG SAID WEST RIGHT-OF-WAY LINE OF GREENSFERRY ROAD, A DISTANCE OF 373.52 FEET, MORE OR LESS;

THENCE N01°00'22"E ALONG SAID WEST RIGHT-OF-WAY LINE OF GREENSFERRY ROAD, A DISTANCE OF 60.00 FEET, MORE OR LESS;

THENCE 44.40 FEET ALONG SAID WEST RIGHT-OF-WAY LINE OF GREENSFERRY ROAD ALSO BEING A CURVE TO THE RIGHT WITH A RADIUS OF 50.00, A CENTRAL ANGLE OF 50°52'28", AND WHOSE CHORD BEARS N26°26'36"E, A DISTANCE OF 42.95 FEET, MORE OR LESS;

THENCE 26.87 FEET ALONG SAID WEST RIGHT-OF-WAY LINE OF GREENSFERRY ROAD ALSO BEING A CURVE TO THE LEFT WITH A RADIUS OF 30.00, A CENTRAL ANGLE OF 51°19'04" AND WHOSE CHORD BEARS N26°13'18"E, A DISTANCE OF 25.98 FEET, MORE OR LESS;

THENCE N00°33'34"E ALONG SAID WEST RIGHT-OF-WAY LINE OF GREENSFERRY ROAD, A DISTANCE OF 887.97 FEET, MORE OR LESS;

THENCE N06°17'19"E ALONG SAID WEST RIGHT-OF-WAY LINE OF GREENSFERRY ROAD, A DISTANCE OF 99.70 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY LINE OF MULLAN AVENUE AND THE **TRUE POINT OF BEGINNING** OF THE HEREIN DESCRIBED EAST POST FALLS U.R.D.