



## BUY/SELL AGREEMENT

THIS BUY/SELL AGREEMENT made this 9<sup>th</sup> day of February, 2021, by and between the undersigned, Barbara J. Holzman, of 67421 M-43 Hwy, South Haven MI 49090, hereinafter called the "Seller", and \_\_\_\_\_ of \_\_\_\_\_ [please note whether husband and wife, married, single, partnership, corporation, etc], hereinafter called the "Buyer". The Buyer hereby offers to buy the Property commonly described as 68722 M-43 Highway, South Haven MI 49090, Parcel 80-09-029-016-20 and Part of Parcel 80-09-030-034-01 and legally described in the attached Exhibit A, subject to any existing building and use restrictions, zoning ordinances and easements, if any, according to the following terms:

1. The full purchase price of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) shall be paid upon execution and delivery of signed Deed by Seller by bank money order, cashier's check or wire transfer of immediately available funds. In addition to, and above the purchase price, the Buyer agrees to pay the Buyer's Premium fee of (dollars) \_\_\_\_\_. The Buyer's Premium shall be a minimum of one thousand dollars (\$1,000.00) or ten percent (10%) of the purchase price, whichever is greater. The Buyer's Premium shall be paid to the Auction Company by means of cash, bank or money order, cashier's check, or wire transfer of immediately available funds at the closing. Personal or company checks will not be accepted as payment at the closing.
2. The Sale of the Property shall be closed within ten (10) days after all necessary papers are ready, but not later than March 9, 2021. If the closing of the sale is delayed by reasons of delays in the title work, or by title defects which can be readily corrected, a further period of thirty (30) days shall be allowed for closing. The Buyer acknowledges receipt prior to the Auction Sale of a copy of a Commitment for Title Insurance respecting the subject real Property issued through Best Homes Title Agency, 4949 Plainfield Ave, NE, Grand Rapids MI 49525, dated November 17, 2020, and agrees that if further Commitment for Title Insurance brought current, as provided hereinabove, contains no different or additional material requirements or exceptions, the same shall be accepted by the Buyer, without objection or exception by the Buyer, as evidencing marketable title.
3. Seller warrants that the property will be transferred free and clear of all liens of record prior to the date of closing unless otherwise excepted. Exceptions: None
4. Possession will be given to Buyer at closing. Exceptions: None
5. **Acceptance of Premises.** Buyer acknowledges that they have made their own independent investigation with respect to the Property and its condition, including, but not limited to, zoning, governmental permits/approvals, and/or any environmental concerns and agrees to accept the Property in its present condition. The Property is being sold to the Buyer "AS IS, WHERE IS". The Buyer acknowledges and agrees that the Seller and the Auction Company make no representation or warranty as to the condition of the Property, including building improvements and fixtures, mechanical systems, well and septic systems, environmental conditions, and the Seller and the Auction Company assume no responsibility as to compliance of the Property with any laws or regulations, federal, state or local.

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

6. All improvements and appurtenances now on the Property are included in the sale. Exceptions: None.
7. All Property improvements are sold "AS IS" with no warranties of any type. Any repairs or improvements which must be made are the responsibility of the Buyer. Buyer represents and warrants to Seller that Buyer has had the opportunity to inspect to their satisfaction, the entire Property, including, but not limited to, structural, plumbing, heating, electrical and mechanical components of the Property, and, Buyer agrees to accept the Property in its present "AS IS" condition, with no warranties concerning its condition or permitted use. Buyer acknowledges that the Property may require repairs, maintenance or refurbishing which shall be the responsibility and cost of the Buyer.
8. Buyer acknowledges that Buyer has had the opportunity to investigate to their satisfaction, the zoning classification of the Property and any other matters of interest pertinent to the Property, including, without limitation, its environmental condition and history. Buyer agrees to purchase the property "AS IS", subject to current zoning restrictions, easements of record, and environmental condition. Acceptable rezoning, special use permits, specific uses, and environmental reports are not a contingency or condition of the sale of Real Estate.
9. Buyer acknowledges that the Auction Company is an agent for the seller and having received a copy of and having had the opportunity to review the Disclosure Regarding Real Estate Agency Relationships, see attached Exhibit B.
10. Property taxes which are due on the Property on or before the date hereof, including the 2020 Winter tax bill, shall be paid by the Seller at the closing, without proration. All Property taxes which are due and payable on the Property after the date hereof, including the 2021 Summer tax bill, shall be paid by the Buyer, without proration. Any special assessment installments, water bills, or HOA/condo association fees currently due will be paid by the seller at the closing. The Buyer will assume or pay any assessment balance, water bills, or HOA/condo association fees balance, if applicable, which remains after the Seller pays their portion as stated above. Exceptions: None
11. A standard ALTA owners policy of Title Insurance in the amount of the purchase price shall be furnished to the Buyer at the Seller's expense. Any mortgage title policies or additional specific endorsements desired by the Buyer shall be their cost and obligation. The inability to obtain specific endorsements by the Buyer shall not be a contingency of the sale of Real Estate.
12. Buyer acknowledges that no new survey has been conducted. Any surveys desired or required by the Buyer shall be at their own responsibility and cost and are not a contingency of the sale of Real Estate.  
Exceptions: None
13. The closing will be held at Best Homes Title Agency, 4949 Plainfield Ave, NE, Grand Rapids MI 49525. Closing fees charged by the title company of approximately Three Hundred Fifty and 00/100 Dollars (\$350.00) will be divided evenly between the Buyer and the Seller, payable at closing. At closing Seller will pay the transfer tax charged by the State of Michigan and Van Buren County, and will pay for issuance of the title insurance policy referenced above.

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

14. Seller reserves the right to convert this transaction to an exchange pursuant to Internal Revenue Code section 1031. Buyer agrees to cooperate with Seller and shall execute an Assignment Agreement and any other documents reasonably requested by Seller at no additional cost or liability to Buyer.
15. Per the Michigan PA 288 of 1967, as amended by P.A. 87 of 1997, Seller will transfer without warranty to Buyer the right to divide the Property purchased hereunder as follows: All split rights available, if any. This is subject to compliance with the Act. Seller and Auction Company make no representation as to the effect local zoning ordinances or regulations may have on Buyer's ability to divide the Property at all. Buyer acknowledges that local laws may differ and be more restrictive and not allow Buyer to divide the Property into smaller parcels.
16. Buyer hereby deposits (greater of \$5,000 or 10% of the purchase price) Dollars (\$\_\_\_\_\_) as valuable consideration evidencing Buyer's good faith to be held in escrow by the Auction Company and to be applied to the purchase price. In the event of default by the Buyer, all deposits made hereunder may be forfeited as liquidated damages, or alternatively, at Seller's election, the Seller may retain such deposit as part of the payment of the purchase price and pursue any legal or equitable remedies against the Buyer. In the event of default by the Buyer, Buyer agrees to relinquish all deposits. In the event of default by the Seller or if Seller is unable to deliver free and clear, unencumbered title, unless specifically excepted in Paragraph 3, Buyer shall be entitled to return of their deposit with no further remedy. The ability to obtain financing is NOT a contingency of the sale of Real Estate. Good faith deposit is due in possession of the Auction Company within 2 business days of the conclusion of the Auction. [Method of Payment: Cashier's check/wire transfer]
17. Binding Effect. This agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and their respective heirs, personal representatives, successors and assigns.
18. Time is of the essence regarding this contract; except that Seller may waive this provision for the purpose of curing title defects.
19. Seller agrees to pay the Auctioneer commission and expenses as stated in the Employment Agreement dated November 6, 2020, between the Auction Company and Seller.
20. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or negotiations between such parties, and may be amended, supplemented or changed only by an agreement in writing which makes specific reference hereto and which is signed by the party against whom enforcement of any such amendment, supplement or modification is sought.
21. Buyer agrees that the Auction Company will have 10 business days from the date of the auction to secure execution of this Agreement from the Seller. EXCEPTIONS: None
22. If property is vacant land, buyer acknowledges that no new perk tests have been performed. Any perk tests desired or required by the buyer, shall be at their own responsibility and cost and are not a contingency of the sale of Real Estate. Exceptions: None

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

23. Buyer will assume the Farmland Development rights agreement already in effect on the real estate and will need to abide by the terms of this agreement.

24. Buyer is aware that ingress and egress for the seller to obtain access to the well on the property will be granted through an easement that will be recorded at closing. See Exhibit C.

In witness whereof, the parties have signed this agreement as of the date and year first above written.

**BUYER'S SIGNATURE** \_\_\_\_\_ Dated \_\_\_\_\_

BUYER'S PRINTED NAME \_\_\_\_\_ Dated \_\_\_\_\_

**BUYER'S SIGNATURE** \_\_\_\_\_ Dated \_\_\_\_\_

BUYER'S PRINTED NAME \_\_\_\_\_ Dated \_\_\_\_\_

BUYER'S ADDRESS \_\_\_\_\_

BUYER'S DAYTIME TELEPHONE (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**SELLER'S ACCEPTANCE:**

The above offer is hereby accepted.

**SELLER'S SIGNATURE** \_\_\_\_\_ Dated \_\_\_\_\_

SELLER'S PRINTED NAME \_\_\_\_\_ Dated \_\_\_\_\_

**SELLER'S SIGNATURE** \_\_\_\_\_ Dated \_\_\_\_\_

SELLER'S PRINTED NAME \_\_\_\_\_ Dated \_\_\_\_\_

SELLER'S ADDRESS \_\_\_\_\_

SELLER'S TELEPHONE (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

## Exhibit A

LEGAL DESCRIPTION RIDER

Situated in the Township of Geneva, County of Van Buren, State of Michigan

Parcel 1: South 1/2 of the South 1/2 of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 29, Town 1 South, Range 16 West.

Parcel 2:

The South 1/2 of the Southeast 1/4 of the Northeast 1/4. Also the Northeast 1/4 of the Southeast 1/4. Also all of the Northwest 1/4 of the Southeast 1/4 lying Northeasterly of M-43 Highway. EXCEPT: Commencing at the Center of Section 30, Town 1 South, Range 16 West, thence North 89 degrees 48 minutes 36 seconds East on the East & West 1/4 Line, 303.90 Feet to Center Line of M-43 Highway and Beginning; Thence continuing North 89 degrees 48 minutes 36 seconds East on said 1/4 Line, 286.00 Feet; Thence South 31 degrees 50 minutes 24 seconds East, 88.00 Feet; Thence South 37 degrees 50 minutes 41 seconds West, 189.74 Feet to the Center Line of M-43 Highway; Thence North 44 degrees 00 minutes 22 seconds West on same 310.93 Feet to Place of Beginning. ALSO EXCEPT: Commencing at the center of Section 30, Town 1 South, Range 16 West; thence North 89 degrees 48' 36" East on the East and West 1/4 line, 589.90 feet to the place of beginning of this description; thence continue on said quarter line North 89 degrees 58' 36" East 437.65 feet; thence South 02 degrees 59' 31" West 296.11 feet; thence South 16 degrees 51' 23" West 349.89 feet to the center line of M-43 Highway; thence North 44 degrees 00' 22" West on same, 562.40 feet; thence North 37 degrees 50' 41" East 189.74 feet; thence North 31 degrees 50' 24" West 88.00 feet to the place of beginning.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## Disclosure Regarding Real Estate Agency Relationships This is Not a Contract

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of Agency relationship you have with that licensee. Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

A broker or salesperson may function in any of the following capacities:

- represent the seller as an authorized seller's agent or subagent
- represent the buyer as an authorized buyer's agent or subagent
- represent both the seller and buyer as a disclosed dual agent, authorized by both the seller and buyer
- represent neither the seller nor buyer as an agent, but provide services authorized by the seller or buyer to complete a transaction as a transaction coordinator

### SELLER'S AGENT

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. Seller's agents and their subagents will disclose to a seller known information about the buyer which may be used to the benefit of the seller.

The duties that a seller's agent and subagent owes to the seller include: *promoting the best interests of the seller, fully disclosing to the seller all facts that might affect or influence the seller's decision to accept an offer to purchase, keeping confidential the seller's motivations for selling, presenting all offers to the seller, disclosing to seller all information known to the seller's agent about the identities of all buyers and the willingness of those buyers to complete the sale or to offer a higher price*

### BUYER'S AGENT

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent and who, like the buyer's agent acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

The duties a buyer's agent and subagent owe to the buyer include: *promoting the best interests of the buyer, fully disclosing to the buyer all facts that might affect or influence the buyer's decision to tender an offer to purchase, keeping confidential the buyer's motivations for buying, presenting all offers on behalf of the buyer, disclosing to the buyer all information known to the buyer's agent about the willingness of the seller to complete the sale or to accept a lower price*

### DUAL AGENT

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller, and the buyer, and may include the provision that the broker will not knowingly say anything or do anything which might place one party at a disadvantage, including the disclosure of personal confidences. For example, unless otherwise agreed, the dual agent broker will not disclose to the buyer that the seller might accept other than the listed price or terms; nor shall the dual agent broker disclose to the seller that the buyer might be willing to pay a higher price or terms other than offered.

### TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction.

The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party. The transactional coordinator is not the advocate of either party and therefore has no obligation to "negotiate" for either party. The responsibilities of the transaction coordinator typically include: *providing access to and the showing of the property, providing access to market information, providing assistance in the preparation of a buy and sell agreement which reflects the term of the parties' agreement, presenting a buy and sell agreement and any subsequent counter-offers, assisting all parties in undertaking all steps necessary to carry out the agreement, such as the execution of documents, the obtaining of financing, the obtaining of inspections, etc.*

### DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

### REAL ESTATE LICENSEE DISCLOSURE – THIS IS NOT A CONTRACT FOR AGENCY SERVICES

I hereby disclose that the agency status I/we have with the buyer or seller below is as **SELLER'S AGENT OR SUBAGENT (I will not be representing the buyer unless otherwise agreed in writing.)**

This form was provided to the buyer or seller before disclosure of confidential information.

  
Auctioneer/Agent

Date \_\_\_\_\_

The undersigned ☐ does ☐ does not have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as a ☐ Buyer ☐ Seller.

**ACKNOWLEDGMENT:** By signing below, the parties confirm that they have received and read the information on this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers. **THIS IS NOT A CONTRACT.**

Potential ☒ Buyer ☐ Seller (check one)

Date \_\_\_\_\_

Exhibit C

**DECLARATION OF WELL EASEMENT**

This Declaration of Well Easement is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by Barbara J. Holtzman, whose address is 67421 M-43 Highway, South Haven, Michigan 49090, as the Declarant, hereby makes the declarations set forth in this Declaration.

**RECITALS**

A. Declarant owns parcels of land located in Township of Geneva, County of Van Buren, Michigan, which are legally described on **Exhibit 1** attached hereto ("Burdened Parcels").

B. Declarant owns a parcel of land located in Township of Geneva, County of Van Buren, Michigan, which is legally described on **Exhibit 2** attached hereto ("Benefitted Parcel").

C. Declarant wishes to provide the Benefitted Parcel with easement rights for use and access to the well located on the Burdened Parcel.

NOW, THEREFORE, the parties agree as follows:

1. **Grant of Easement.** For the sum of One Dollar (\$1.00) Declarant hereby grants to Benefitted Parcel a non-exclusive, perpetual easement appurtenant ("Easement") over and across the portion of the Burdened Parcel legally described in **Exhibit 3** ("Easement Premises") attached hereto for use and access to a well to service the Benefitted Parcel. The owner of the Burdened Parcel may relocate the Easement Premises within the Burdened Parcel provided that not impair or interrupt the use of the Easement.

2. **Use of Easement.** The owners of Benefitted Parcel and their tenants and invitees shall have the right to use the Easement granted by Declarant to use and access the well that services the Benefitted Parcel from the Burdened Parcel.

3. **Non-exclusive.** The easement rights granted herein are not exclusive. The owner of the Burdened Parcel shall have the right to use and to grant to others the non-exclusive right to use that portion of the Burdened Parcel subject to the Easement, provided that such use does not interfere with the easement rights granted herein.

4. **Maintenance and Repair.** The owner of Benefitted Parcel, its successors and/or assigns, shall maintain the well and water line within the Easement Premises in a safe and attractive condition, and may enter upon the Burdened Parcel outside the Easement Premises as reasonably necessary for such work, and shall restore the Burdened Parcel to previous condition immediately upon the completion of such work. All such work shall be performed prudently and expeditiously, and shall be paid by the owner of the Benefitted Parcel.

5 **Insurance and Indemnity.** The owner of Benefitted Parcel, and its tenants and invitees shall use the Easement Premises at their sole risk and they shall maintain liability insurance coverage to protect against any claims arising from the use of the Easement Premises or the use, maintenance, repair or replacement of improvements within, under or on the Easement Premises or the failure of the owner of Benefitted Parcel to maintain, repair or replace them, and the owner of the Burdened Parcel may, if it wishes, insure the improvements themselves. The owner of Benefitted Parcel shall indemnify and hold the owners of Burdened Parcel harmless against any and all claims, debts, causes of action or judgments for any damage to the improvements, any contents thereof, or other property and/or injury to any person which may arise out of the use of the Easement Premises or the use, maintenance, repair or replacement of any improvements within, under or on the Easement Premises or the failure to maintain, repair or replace such improvements.

6. **Run with the Land.** All provisions of this Declaration of Well Easement, for the well servicing Benefitted Parcel, including the benefits and burdens, shall run with the land and be binding on all owners and all heirs, successors, assignees, tenants and personal representatives of the owners of either Parcel.

7. **Interpretation.** The rule of strict construction does not apply to this Declaration of Well Easement. It shall be given a reasonable and liberal construction so that the intention of the owners of the Parcels to retain a useable right of enjoyment is carried out.

8. **Amendment.** This Declaration of Well Easement may be amended, but only with the written consent of all of the owners of the property described in Exhibits 1 and 2 attached hereto.

**This instrument is exempt from County Real Estate Transfer Tax pursuant to MCL 207.505(a) and from State Real Estate Transfer Tax pursuant to MCL 207.526(a).**

The undersigned have executed this Declaration of Well Easement on the day and year first written above.

Declarant:

By \_\_\_\_\_  
Barbara J. Holtzman



STATE OF MICHIGAN     )  
                                          ) ss.  
COUNTY OF OTTAWA     )

The foregoing instrument was acknowledged before me in \_\_\_\_\_ County,  
Michigan, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Barbara J. Holtzman.

\_\_\_\_\_  
Notary Public, Ottawa Co., MI  
Acting in the County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

This instrument prepared by:  
Randall S. Schipper  
Cunningham Dalman, P.C.  
Attorneys at Law  
321 Settlers Road  
P.O. Box 1767  
Holland, MI 49422  
Telephone: (616) 392-1821

**Exhibit 1**  
(Burdened Parcels)

The South Half of the Southeast Quarter of the Northeast Quarter. ALSO, all of the North Half of the Southeast Quarter lying Northeasterly of M-43 Highway. EXCEPT: Commencing at the Center of Section 30, Town 1 South, Range 16 West; thence North 89° 48' 36" East on the East and West Quarter line, 303.90 feet to center line of M-43 Highway and the place of beginning; thence continuing North 89° 48' 36" East on said Quarter line, 286.00 feet; thence South 31° 50' 24" East, 88.00 feet; thence South 37° 50' 41" West, 189.74 feet to the center line of M-43 Highway; thence North 44° 00' 22" West on same 310.93 feet to place of beginning, ALSO EXCEPT Commencing at the Center of Section 30, Town 1 South, Range 16 West; thence North 89° 48' 36" East on the East and West Quarter line, 589.90 feet to the place of beginning of this description; thence continue on said Quarter line North 89° 48' 36" East 437.65 feet; thence South 02° 59' 31" West 296.11 feet; thence South 16° 51' 23" West 349.89 feet to the center line of M-43 Highway; thence North 44° 00' 22" West on same, 562.40 feet; thence North 37° 50' 41" E 189.74 feet; thence North 31° 50' 24" West 88.00 feet to the place of beginning.

And Beginning at the West Quarter post of Section 29, Town 1 South, Range 16 West; Thence North on the West Line of said Section 164.64 feet to the North line of the South Half of the South Half of the Southwest Quarter of the Northwest Quarter; Thence South 89° 24' 48" East on the same 1317.00 feet to the East line of the Southwest Quarter of the Northwest Quarter; Thence South 00° 06' 01" East on the same 164.49 feet to the East and West Quarter Line; Thence South 89° 18' 12" West on the same 1317.29 feet to the Place of Beginning.

**Exhibit 2**  
(Benefitted Parcel)

Commencing at the Center of Section 30, Town 1 South, Range 16 West; thence North 89° 48' 36" East on the East and West Quarter line, 589.90 feet to the place of beginning of this description; thence continue on said Quarter line North 89° 48' 36" East 437.65 feet; thence South 02° 59' 31" West 296.11 feet; thence South 16° 51' 23" West 349.89 feet to the center line of M-43 Highway; thence North 44° 00' 22" West on same, 562.40 feet; thence North 37° 50' 41" East 189.74 feet; thence North 31° 50' 24" West 88.00 feet to the place of beginning.

**Exhibit 3**  
(Easement Premises)

A 20 ft. wide strip, the centerline of which is described as follows: Commencing at the Center of Section 30, Town 1 South, Range 16 West; thence North  $89^{\circ} 48' 36''$  East on the East and West Quarter line, 1027.55 feet; Thence South  $02^{\circ} 59' 31''$  West 10 feet to the place of beginning of this description; Thence East parallel with the East and West Quarter line of said section to a point 43 feet west of the East line of said section; Thence North 20 feet; Thence East to the East line of said section; Thence continuing in the Southwest Quarter of the Northwest Quarter of Section 29, Town 1 South, Range 16 West South  $89^{\circ} 24' 48''$  East to a point directly south of the existing well; Thence North to a point 10 ft. north of the existing well.