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Fidelity National Title
4215 Edison Lakes Parkway
Suite 115
Mishawaka, IN 46545

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 080393

2014 DEC 18 AM 8:38

MICHAEL B. BROWN
RECORDER

NONEXCLUSIVE UTILITY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 20th day of November 2014, by and between and **SUNDANCE, INC.**, a Michigan corporation, whose address is 7915 Kensington Court, Brighton, Michigan 48116, hereinafter referred to as "Developer," and **MEIJER STORES LIMITED PARTNERSHIP**, a Michigan limited partnership, of 2929 Walker Avenue N.W., Grand Rapids, Michigan 49544, Attention: Real Estate Department, hereinafter referred to as "Meijer." Meijer and Developer are together hereinafter referred to as the "Parties."

RECITALS

A. Developer is the fee simple owner of a certain parcel of land located in the Town of Highland, Lake County, Indiana. Said parcel of land is located on Indianapolis Boulevard, and is hereinafter referred to as the "Developer Parcel." The Developer Parcel contains approximately 1.33 acres of land and is legally described on the attached **Exhibit A**.

B. Meijer or an affiliated entity is the fee simple owner of a certain parcel of land located in the Town of Highland, Lake County, Indiana, which parcel of land is hereinafter referred to as the "Meijer Parcel." The Meijer Parcel contains approximately 29.7893 acres of land and is located north and west of the intersection of Ramblewood Drive and Indianapolis Boulevard in the Town of Highland. The Meijer Parcel is legally described on the attached **Exhibit B**.

C. The Meijer Parcel and the Developer Parcel adjoin one another: the Developer Parcel is bordered on its northern, western and southern boundary lines by the Meijer Parcel.

D. Meijer has requested that it be permitted to continue to use existing utility lines for electricity and telecommunications that were previously installed by Meijer on the Developer Parcel (collectively, the "Utility Lines").

E. Developer has agreed to grant Meijer a non-exclusive easement over, under and across those portions of the Developer Parcel approximately depicted and legally described on

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: _____

Nonexclusive Utility Easement Agreement
#170 - Highland, Lake Co., IN
MSLP / Windy Landings, Inc.

FILED

DEC 17 2014

**PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR**

AMOUNT \$ 41
CASH _____ CHARGE _____
CHECK # 1820204731
OVERAGE _____
COPY _____
NON-COM _____
CLERK NA

eg

Exhibits C and D (hereinafter referred to collectively as the “Easement Area”), in order to permit Meijer to maintain, operate, repair and replace the Utility Lines.

F. Prior instrument reference: Document #2001-031150 of Lake County, Indiana Records.

NOW, THEREFORE, in consideration of the foregoing Recitals, the execution of this Easement Agreement by the Parties hereto, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, it is agreed as follows:

1. Grant of Easement. Developer hereby grants to Meijer (for the benefit of the Meijer Parcel), a perpetual, nonexclusive easement across and under the Easement Area, for the purpose of permitting the operation, maintenance, repair and replacement of the Utility Lines.

2. Encumbrances. The easement herein granted to Meijer is made subject to all covenants, conditions, restrictions, encumbrances, and easements of record. Meijer acknowledges that Developer may grant other easements and encumbrances over and across the Easement Area that do not interfere with Meijer’s use of the Easement Area in accordance with this Easement Agreement.

3. Reservation of Rights.

(a) Developer’s Reservation. Developer hereby reserves for itself, its successors and assigns, the right to use the Easement Area for any purpose which is not inconsistent with Meijer’s use of the Easement Area for utility service, including, but not limited to, the right to use the Easement Area for landscaping, construction of driveways, parking lots and the installation of underground utility lines.

(b) Relocation of Easement Area. Developer hereby reserves for itself, and its successors and assigns, the right to relocate the Easement Area, at Developer’s sole cost and expense, and with Meijer’s prior written consent which may be granted or withheld at Meijer’s sole discretion, provided there is no interruption of utility service to the Meijer Parcel. Developer agrees to coordinate any such relocation with Meijer so as to minimize any interference with the operations on the Meijer Parcel. In the event of any such relocation, Developer and Meijer shall amend this Easement Agreement to describe the new location of any such revised Easement Area(s) if necessary.

4. Maintenance; Manner of Work. The Utility Lines shall be operated, controlled and maintained in good condition and repair by Meijer at Meijer’s sole cost and expense (unless said maintenance is performed by the County or other governmental authority), in conformity with all governmental regulations.

Meijer agrees that any existing utility lines located within the Easement Area shall be field protected (i.e. protected from Meijer’s construction activities with no requirement for Meijer to dig up existing utility lines in the Easement Area) and that there shall be no interruption whatsoever

of the utility services provided by the existing utility lines as a result of any maintenance and repair activities by Meijer and its contractors and subcontractors.

5. Construction Liens. In the event any construction liens are filed against the Developer Parcel, or any part thereof, in connection with any work performed by or on behalf of Meijer pursuant to this Easement Agreement, Meijer shall either pay or cause to be paid the same and have said liens discharged of record, promptly, or shall take such action as may be required to reasonably and legally object to such lien, or to have the lien removed from the Developer Parcel, and in all events shall have such lien discharged prior to the foreclosure of such lien. In the event Meijer fails to comply with the terms of this Section 5, Developer shall have the right to pay-off said construction liens, whereupon Meijer shall, within ten (10) days of the receipt of written demand therefor, reimburse Developer for the entire cost of paying said liens, together with interest on such amount computed at the rate of eight (8%) percent per annum, calculated monthly, from the date of any such expenditure by Developer to the date of payment. Upon Developer's request, Meijer shall, at Meijer's expense, furnish such security as may be required to and for the benefit of Developer and its mortgagees, if any, or any title insurance company designated by Developer, to permit a report of title to be issued relating to the Developer Parcel, without showing thereon the effect of such lien or insuring over such lien.

6. Cleanup. Meijer shall be responsible for cleaning the Easement Area and the Developer Parcel of dirt and debris caused by Meijer's maintenance, repair and replacement activities. Upon completion of such activities, Meijer shall restore all areas disturbed during such activities to their condition prior to the commencement of such activities.

7. License. Meijer and Developer agree that to the extent that any party must enter upon the property of any other party in order to perform any right or obligation hereunder, the owner of such property hereby grants the party a license to enter and perform such right or obligation.

9. Indemnification. Meijer agrees to defend, indemnify and save harmless Developer, its parent, subsidiary and affiliated entities and their respective officers, directors, shareholders, agents and employees (hereafter collectively "Related Parties") from and against any and all liability or claim thereof (including but not limited to reasonable actual attorney fees and costs) whether for injury to persons, including death, or damage to property, which may be imposed upon, incurred by or asserted against Developer or its Related Parties: (i) allegedly or actually arising in connection with or as a direct or indirect result of any activity by Meijer, its employees, agents, contractors, subcontractors, lessees, invitees, or licensees in, on, or about the Developer Parcel; (ii) arising out of any default by Meijer under this Easement Agreement; or (iii) arising out of any negligent act or omission to act by Meijer, its agents, employees, contractors or subcontractors. The foregoing indemnity from Meijer shall include claims alleging or involving joint or comparative negligence, but shall not extend to liability directly resulting from the negligence of Developer or its Related Parties. Meijer agrees to give Developer the right to approve or select counsel for defending Developer against any and all claims, liability and damages covered by this indemnity provision.

15. Severability. If any term, provision or condition contained in this Easement Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Easement Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law provided that such deletions can be made without materially changing the basic agreement between the parties. If such deletions cannot be made without materially changing the basic agreement between the parties, then the parties agree to amend, or to permit the court to amend, this Easement Agreement to accomplish essentially the same transaction without said illegal, invalid or unenforceable provisions.

16. Attorney's Fees. If litigation arises out of or in connection with this Agreement, the prevailing party shall be entitled to recover its attorney's fees.

17. Counterparts. This Easement Agreement may be executed by the Parties in any number of separate counterparts and all such counterparts so executed shall constitute one agreement binding on the Parties, notwithstanding that all Parties are not signatories to the same counterpart.

[The remainder of this page was intentionally left blank.]



**MEIJER STORES LIMITED
PARTNERSHIP**

**By: Meijer Group, Inc.
Its: General Partner**

By: [Signature]
Michael L. Kinstle
Its: Vice President-Real Estate

[Handwritten initials]

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 18th day of November 2014, by Michael L. Kinstle, the Vice President-Real Estate of Meijer Group, Inc., the General Partner of Meijer Stores Limited Partnership, a Michigan limited partnership, on behalf of said limited partnership.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

Larae B. Steigenga
Notary Public
State of Michigan, County of Ottawa
My commission expires: 2-17-17
Acting in the County of Kent

LARAE B. STEIGENGA
Notary Public, Ottawa Co., MI
Acting in Kent Co., MI
My Commission Expires:
Feb. 17, 2017

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Jennifer J. Bakhuyzen

DRAFTED BY:
Jennifer Bakhuyzen, Atty.
Doran Derwent, PLLC
5960 Tahoe Dr., SE, Suite 101
Grand Rapids, MI 49546
(616) 551-1005

WHEN RECORDED RETURN TO:
Meijer Legal Department
2929 Walker Ave.
Grand Rapids, MI 49544

[http://onestop.meijer.com/legal/tm/re/RE Sites/170 Highland IN \(HIL\)/Sales/Windy Landings/Closing/Utility Esmt Sundance to Meijer v3 \(JJB 11-17-14\).doc](http://onestop.meijer.com/legal/tm/re/RE Sites/170 Highland IN (HIL)/Sales/Windy Landings/Closing/Utility Esmt Sundance to Meijer v3 (JJB 11-17-14).doc)

**EXHIBIT A
TO
NONEXCLUSIVE UTILITY EASEMENT AGREEMENT**

Legal Description of Developer Parcel

Part of the Northeast Quarter of the Southeast Quarter of Section 32, Township 36 North, Range 9 West of the Second Principal Meridian and being part of Meijer Plat, said plat as shown in Plat Book 82, Page 94 in the Office of the Recorder, Lake County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 32; thence North 89 degrees 13 minutes 56 seconds West along the North line of said Southeast Quarter, a distance of 84.97 feet to the West Right-of-Way line of U.S. Highway 41 (Indianapolis Boulevard); thence South 04 degrees 08 minutes 30 seconds East along said West Right-of-Way line, a distance of 308.45 feet to the Point of Beginning; thence continuing South 04 degrees 08 minutes 30 seconds East along said West Right-of-Way line, a distance of 149.20 feet to the North line of a parcel described in a Quit-Claim Deed as recorded said Recorder's Office as Document No. 98075994; thence South 89 degrees 56 minutes 34 seconds West along said North line, a distance of 14.85 feet to the West line of said parcel; thence South 00 degrees 03 minutes 22 seconds East along said West line, a distance of 85.01 feet; thence South 89 degrees 53 minutes 57 seconds West, a distance of 33.15 feet; thence South 00 degrees 03 minutes 22 seconds East, a distance of 23.24 feet; thence South 89 degrees 53 minutes 57 seconds West, a distance of 149.73 feet to a curve concave to the Northeast with a radius of 35.00 feet and a chord which bears North 45 degrees 04 minutes 42 seconds West, a distance of 49.52 feet; thence along said curve an arc length of 55.01 feet; thence North 00 degrees 03 minutes 22 seconds West, a distance of 141.07 feet; thence North 22 degrees 57 minutes 50 seconds West, a distance of 49.57 feet; thence North 35 degrees 06 minutes 14 seconds West, a distance of 56.00 feet to a point on the Southerly boundary of Lot 1 of Discount Tire Addition as shown in Plat Book 98, Page 89 in said Recorder's Office, said point lying on a curve; said curve portion for this description being concave to the Northeast with a radius of 38.50 and a chord which bears South 68 degrees 20 minutes 48 seconds East, a distance of 28.54 feet; thence along said curve an arc length of 29.23 feet; thence North 89 degrees 53 minutes 57 seconds East along said Southerly boundary, a distance of 247.06 feet to the Point of Beginning, containing, 1.33 acres, more or less, all in Lake County, Indiana.

Tax Parcel Number: 45-07-32-428-003-000-026
Address: _____ Indianapolis Blvd., Highland, Indiana

**EXHIBIT B
TO
NONEXCLUSIVE UTILITY EASEMENT AGREEMENT**

Legal Description of the Meijer Parcel

Meijer Plat, an addition to the Town of Highland, Lake County, Indiana, as shown in Plat Book 82, page 94, of Lake County, Indiana Records, and further described as:

Part of the Northeast Quarter of the Southeast Quarter and Part of the Southeast Quarter of the Northeast Quarter of Section 32, Township 36 North, Range 9 West of the 2nd Principal Meridian being more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 32; thence along the North line of said Southeast Quarter, North 89 degrees 13'56" West, for 84.97 feet to an iron set at the west right-of-way line of U.S. Highway 41 (Indianapolis Boulevard) and the Point of Beginning of the tract of land described herein; thence along said west right-of-way line, South 04 degrees 08'30" East for 457.65 feet to an iron set; thence continuing along said right-of-way line South 00 degrees 03'22" East, for 466.63 feet to an iron set at a point of curvature; thence continuing along said right-of-way line on a curve to the right for an arc length of 344.59 (344.88 Rec.) feet, said curve having a radius of 17138.73 feet, a central angle of 1 degrees 09'07" (1 degrees 09'11" Rec.) and a long chord bearing South 00 degrees 22'07" West, for 344.58 feet to an iron set on the north right-of-way line of Ramblewood Drive as conveyed to the Town of Highland by Trustee's deed recorded in Doc. No. 95-048189; thence along the north right-of-way line of said Ramblewood Drive, South 73 degrees 57'20" West, for 35.54 feet (S73 degrees 57'30" W 34.59' Rec.) to an iron set; thence North 89 degrees 14'18" West, for 130.61 feet (N89 degrees 14'08" W 130.61' Rec.) to an iron set; thence South 89 degrees 24'15" West, for 211.06 feet (S89 degrees 24'25" W 211.06' Rec.) to an iron set; thence North 89 degrees 14'18" West, for 403.91 feet ((N89 degrees 14'08" W 403.89' Rec.) to an iron set at a point of curvature; thence on a curve to the left for an arc length of 153.08 feet, said curve having a radius of 286.01 feet, a central angle of 30 degrees 40'01", and a long chord bearing South 75 degrees 25'40" West, for 151.26 feet to an iron set on the south line of said Northeast Quarter of the Southeast Quarter; thence continuing along said south line, North 89 degrees 14'18" West, for 18.81 feet (N89 degrees 14'08" W 18.81 Rec.) to an iron set; thence North 38 degrees 50'53" West, for 104.78 feet to an iron set at a point of curvature; thence on a curve to the right for an arc length of 317.88 feet (317.85 Rec.), said curve having a radius of 470.00 feet, a central angle of 38 degrees 45'04", and a long chord bearing North 19 degrees 28'21" West, for 311.85 feet to an iron set; thence North 00 degrees 06'03" West, for 849.29 feet to an iron set on the south line of a 100' NIPSCO Easement as recorded in D.B. 620, Pg. 453; thence along said south line, South 89 degrees 13'56" East, for 319.90 feet to an iron set; thence North 00 degrees 06'03" West for 100.01 feet to an iron set on the north line of said Southeast Quarter of Section 32; thence along said north line, South 89 degrees 13'56" East, for 517.95 feet to an iron set; thence North 00 degrees 46'04" East, for 213.82 feet to an iron set in the south line of land conveyed to the Town of Highland in Doc. No. 396848; thence along said south line, South 89 degrees 13'56" East, for 168.58 feet to an iron set in the west line of land dedicated to the Town of Highland in Doc. No. 396848; thence along said west line, South 04 degrees 08'30" East, for 214.61 feet to an iron set on said north

line of said Southeast Quarter; thence along said north line, South 89 degrees 13'56" East, for 60.22 feet to the Point of Beginning. Containing 32.548 acres, more or less;

EXCEPTING THEREFROM the additional right-of-way for Ramblewood Drive dedicated pursuant to the Meijer Plat, an addition to the Town of Highland, Lake County, Indiana, as depicted in Plat Book 82, Page 94 of Lake County, Indiana Records; and

FURTHER EXCEPTING THEREFROM a 0.278-acre parcel for deeded for additional right-of-way for U.S. 41 (Indianapolis Blvd.) pursuant to Quitclaim Deed from Meijer, Inc. to the State of Indiana, dated June 24, 1998, recorded September 24, 1998, as Document #98075994 of Lake County, Indiana Records, and further described as follows:

Part of the Northeast Quarter of the Southeast Quarter of Section 32, Township 36 North, Range 9 West of the 2nd Principal Meridian being more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 32; thence along the east line of said Southeast Quarter, South 00 degrees 05'52" East, for 1248.68 feet; thence North 89 degrees 51'06" West, for 55.51 feet to the west right-of-way line of U.S. 41 (Indianapolis Blvd.) and the Point of Beginning of the tract of land described herein; thence North 89 degrees 51'05" West, for 15.93 feet; thence North 00 degrees 31'38" East, for 326.55 feet; thence North 00 degrees 03'22" West, for 466.63 feet; thence North 89 degrees 56'34" East, for 14.85 feet; thence South 00 degrees 03'22" East, for 466.63 feet; thence on a curve to the right for an arc length of 326.60 feet, said curve having a radius of 17138.73 feet, a central angle of 01 degrees 05'31", and a long chord bearing South 00 degrees 20'19" West, for 320.60 feet. Said exception parcel containing 0.278 acres, more or less.

FURTHER EXCEPTING THEREFROM a 0.739-acre parcel sold to Halle Properties, L.L.C. described as follows:

Situate in the County of Lake, State of Indiana, being Lot 1 of Discount Tire Addition, a Planned Unit Development to the Town of Highland (An Amendment to part of Meijer Plat as shown in Plat Book 82, Page 94, in the office of the recorder, Lake County, Indiana) recorded in the office of the recorder, Lake County, Indiana on January 20, 2006 in Plat Book 98, Page 89 as Document Number 2006 004726

ALSO EXCEPTING THEREFROM:

Part of the Northeast Quarter of the Southeast Quarter of Section 32, Township 36 North, Range 9 West of the Second Principal Meridian and being part of Meijer Plat, said plat as shown in Plat Book 82, Page 94 in the Office of the Recorder, Lake County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 32; thence North 89 degrees 13 minutes 56 seconds West along the North line of said Southeast Quarter, a distance of 84.97 feet to the West Right-of-Way line of U.S. Highway 41 (Indianapolis Boulevard); thence

South 04 degrees 08 minutes 30 seconds East along said West Right-of-Way line, a distance of 308.45 feet to the Point of Beginning; thence continuing South 04 degrees 08 minutes 30 seconds East along said West Right-of-Way line, a distance of 149.20 feet to the North line of a parcel described in a Quit-Claim Deed as recorded said Recorder's Office as Document No. 98075994; thence South 89 degrees 56 minutes 34 seconds West along said North line, a distance of 14.85 feet to the West line of said parcel; thence South 00 degrees 03 minutes 22 seconds East along said West line, a distance of 85.01 feet; thence South 89 degrees 53 minutes 57 seconds West, a distance of 33.15 feet; thence South 00 degrees 03 minutes 22 seconds East, a distance of 23.24 feet; thence South 89 degrees 53 minutes 57 seconds West, a distance of 149.73 feet to a curve concave to the Northeast with a radius of 35.00 feet and a chord which bears North 45 degrees 04 minutes 42 seconds West, a distance of 49.52 feet; thence along said curve an arc length of 55.01 feet; thence North 00 degrees 03 minutes 22 seconds West, a distance of 141.07 feet; thence North 22 degrees 57 minutes 50 seconds West, a distance of 49.57 feet; thence North 35 degrees 06 minutes 14 seconds West, a distance of 56.00 feet to a point on the Southerly boundary of Lot 1 of Discount Tire Addition as shown in Plat Book 98, Page 89 in said Recorder's Office, said point lying on a curve; said curve portion for this description being concave to the Northeast with a radius of 38.50 and a chord which bears South 68 degrees 20 minutes 48 seconds East, a distance of 28.54 feet; thence along said curve an arc length of 29.23 feet; thence North 89 degrees 53 minutes 57 seconds East along said Southerly boundary, a distance of 247.06 feet to the Point of Beginning, containing, 1.33 acres, more or less, all in Lake County, Indiana.

Tax Parcel Number: 45-07-32-428-001,000-026
10138 Indianapolis Blvd., Highland, Indiana

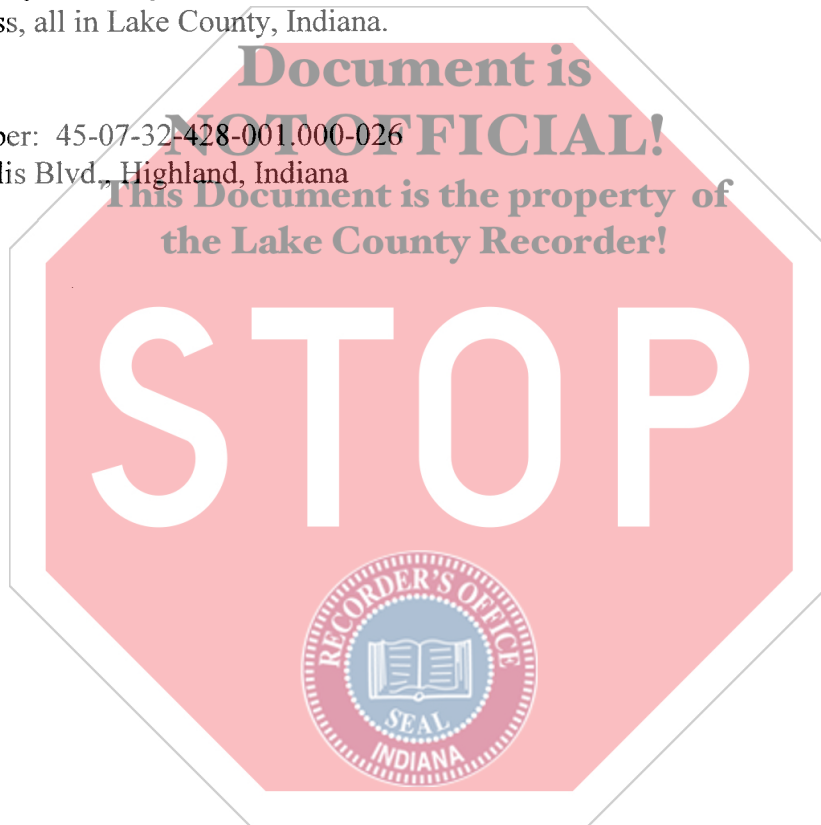


EXHIBIT C
Easement Area
 Page 1 of 2

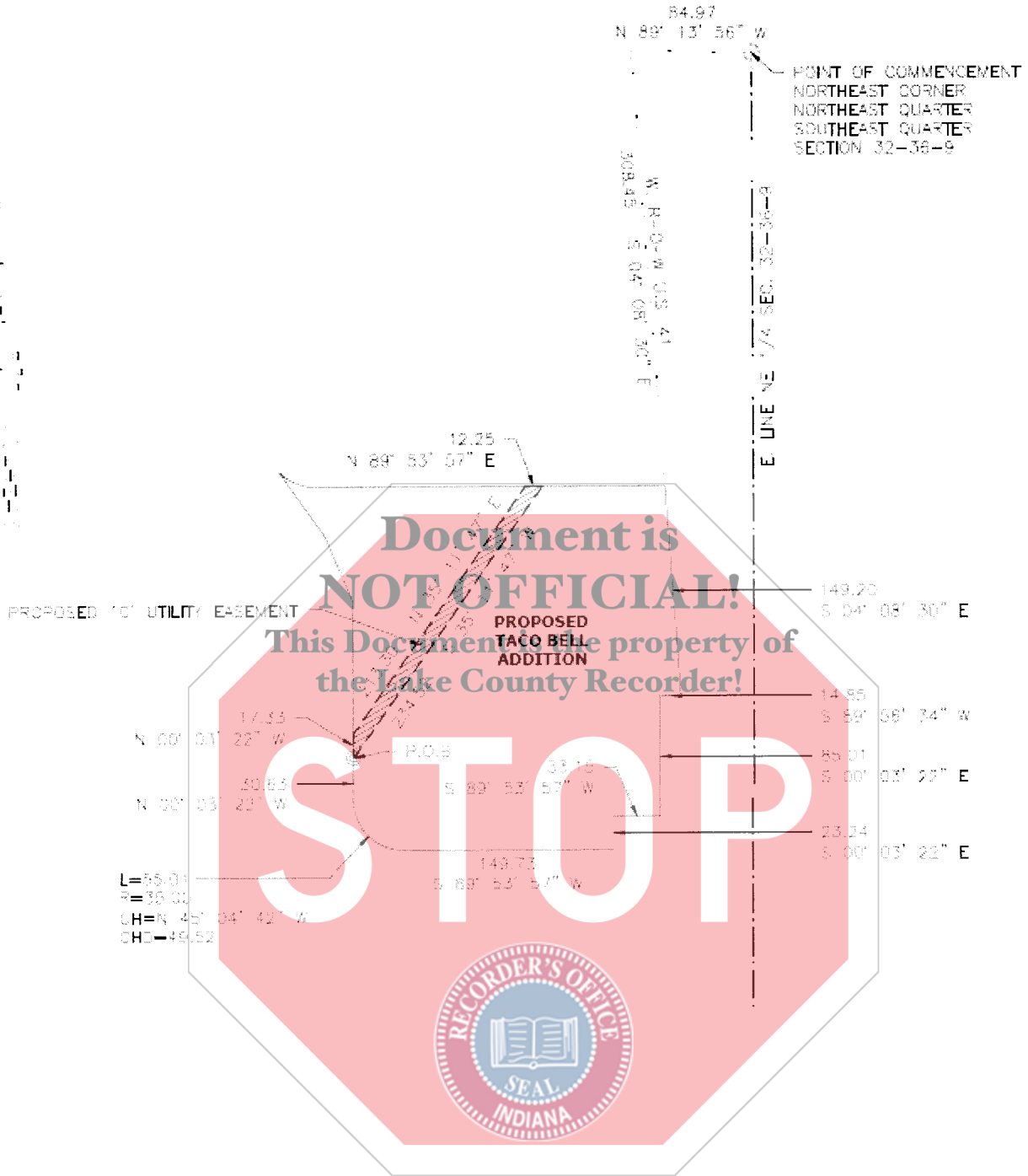


EXHIBIT C
Easement Area
Page 2 of 2

Part of the Northeast Quarter of the Southeast Quarter of Section 32, Township 36 North, Range 9 West of the Second Principal Meridian and being part of Meijer Plat, said plat as shown in Plat Book 82, Page 94 in the Office of the Recorder, Lake County, Indiana, being more particularly described as follows: Commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter of said Section 32; thence North 89 degrees 13 minutes 56 seconds West, a distance of 84.97 feet to the West right-of-way line of U.S. 41; thence South 04 degrees 08 minutes 30 seconds East along said right-of-way line, a distance of 457.65 feet; thence South 89 degrees 56 minutes 34 seconds West, a distance of 14.85; thence South 00 degrees 03 minutes 22 seconds East, a distance of 85.01 feet, thence South 89 degrees 53 minutes 57 seconds West, a distance of 33.15 feet; thence South 00 degrees 03 minutes 22" seconds East, a distance of 23.24 feet; thence South 89 degrees 53 minutes 57 seconds West, a distance of 149.73 feet to a curve concave to the Northeast with a radius of 35.00 feet and a chord which bears North 45 degrees 04 minutes 42 seconds West, a distance of 49.52 feet; thence along said curve an arc length of 55.01 feet; thence North 00 degrees 03 minutes 22 seconds West, a distance of 30.63 feet to the Point of Beginning; thence North 00 degrees 03 minutes 22 seconds West, a distance of 17.33 feet; thence North 35 degrees 11 minutes 47 seconds East, a distance of 213.30 feet; thence North 89 degrees 53 minutes 57 seconds East, a distance of 12.25 feet; thence South 35 degrees 11 minutes 47 seconds West, a distance of 234.52 feet to the Point of Beginning, containing 0.05 acres, more or less.



EXHIBIT D
Easement Area
 Page 1 of 2

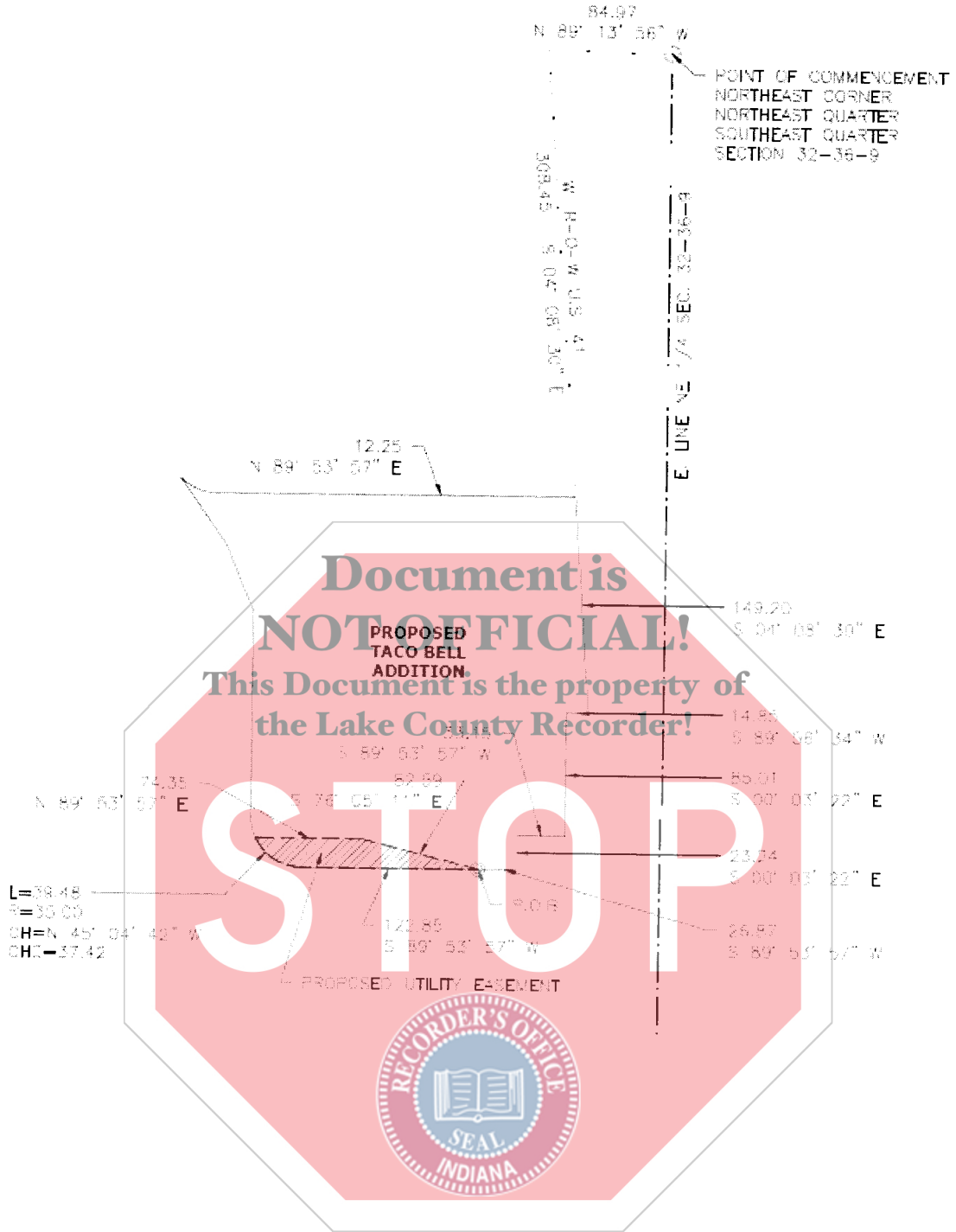


EXHIBIT D
Easement Area
Page 2 of 2

Part of the Northeast Quarter of the Southeast Quarter of Section 32, Township 36 North, Range 9 West of the Second Principal Meridian and being part of Meijer Plat, said plat as shown in Plat Book 82, Page 94 in the Office of the Recorder, Lake County, Indiana, being more particularly described as follows: Commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter of said Section 32; thence North 89 degrees 13 minutes 56 seconds West, a distance of 84.97 feet to the West right-of-way line of U.S. 41; thence South 04 degrees 08 minutes 30 seconds East along said right-of-way line, a distance of 457.65 feet; thence South 89 degrees 56 minutes 34 seconds West, a distance of 14.85; thence South 00 degrees 03 minutes 22 seconds East, a distance of 85.01 feet, thence South 89 degrees 53 minutes 57 seconds West, a distance of 33.15 feet; thence South 00 degrees 03 minutes 22" seconds East, a distance of 23.24 feet; thence South 89 degrees 53 minutes 57 seconds West, a distance of 26.87 feet to the Point of Beginning; thence South 89 degrees 53 minutes 57 seconds West, a distance of 122.85 feet to a curve concave to the Northeast with a radius of 35.00 feet and a chord which bears North 45 degrees 04 minutes 42 seconds West, a distance of 37.42 feet; thence along said curve an arc length of 39.48 feet; thence North 89 degrees 53 minutes 57 seconds East, a distance of 74.35 feet; thence South 76 degrees 05 minutes 11 seconds East, a distance of 82.59 feet; to the Point of Beginning, containing 0.05 acres, more or less.

