



Board of Park Commissioners Project Summary

PROJECT NAME: Foster Park City Utilities Temporary Easement Agreement
Project No: N/A

Project Approval Request

Scope of Work:

This request for approval is for a temporary easement agreement with Fort Wayne City Utilities associated with a construction project within Foster Park. The purpose of the easement area is to allow City Utilities to install underground utilities in the defined area. This temporary agreement outlines responsibilities for each entity agreeing and is essential due diligence in protecting the interests of both.

Board Approval:

At this time, I would like to request approval of this easement agreement with Fort Wayne City Utilities. Please see the attached easement document and maps for details.

The Fort Wayne Parks and Recreation and the Board of Park Commissioners met to host their regularly scheduled monthly Board meeting on November 9, 2023, to approve the above-referenced project and agreement.

The Fort Wayne Parks and Recreation and the Board of Park Commissioners met to host their regularly scheduled monthly Board meeting on **November 9, 2023**, to approve the above-referenced project and agreement.

We the Board of Park Commissioners, on the date stated, do ATTEST and sign to the above-referenced and attached document, and approve as presented.

Justin Shurley, President

Cory Miller Vice President

Rick Briley, Commissioner

Jenna Jauch, Commissioner

Steve McDaniel, Director/Secretary

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Project Number: 76697;

Project Name: CSOCM12 - Foster Park Relief Sewer - DS-01 to CSO 020

Cross Reference Documents: Deed Record F, page 481, and Deed Book 220, Page 413

Tax Parcel Numbers: 02-12-22-126-001.000-074; 02-12-22-126-001.000-074

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2023, by and between the **Fort Wayne Board of Park Commissioners**, (“Grantor”) and the **City of Fort Wayne, Indiana** (“Grantee”).

RECITALS

- A. The Grantor is the owner in fee simple of certain real property (“Real Estate”) located in the City of Fort Wayne, Indiana, described in the deed(s) recorded at the Cross Reference Document(s) listed above in the Office of the Recorder of Allen County, Indiana, and referenced by the above corresponding Tax Parcel Numbers.
- B. Grantor has agreed to grant a temporary construction easement and right-of-way (the “Easement”) to Grantee, across, over, under, through, and on top of the Real Estate, as described in Exhibit “A” and depicted in Exhibit “B,” both attached hereto and made part of this Agreement by this reference, for the purposes set out in this Agreement.

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, the parties hereto agree as follows:

1. Temporary Easement Grant: Grantor hereby grants, warrants, and conveys to Grantee a temporary, non-exclusive easement for construction across, over, under, through, and on top of the Easement for use by Grantee in constructing, installing, operating, maintaining, and/or repairing certain public utility improvements (collectively

“Public Utility Improvements”) to be placed under the Grantee’s jurisdiction, control, and supervision.

2. Access Rights: Grantee, including Grantee’s agents, employees, contractors, sub-contractors, and assigns, have the rights of ingress and egress within the Easement at all times for the purposes described in Paragraph 1 herein. Grantee shall provide reasonable notice of entry when practicable to the Grantor before entering upon the Easement for such purposes, and when entering on the Easement the Grantee shall use Grantee’s best efforts to minimize interference with Grantor’s use of the Real Estate.

3. Permissible Improvements Within Easement: Grantor may install asphalt, concrete, blacktop, and other pavement, curbs, grass, and low-level plantings with shallow root systems. Small temporary structures are permissible within the Easement. Grantee shall have the right to remove any temporary structure, asphalt, concrete, blacktop, other pavement, or any impediment that is present within or on top of the Easement if Grantee finds it reasonably necessary to do so in order to access the Public Utility Improvements. Grantee agrees to repair or pay the Grantor for actual damages sustained by the Grantor in accordance with Paragraph 6.

4. Non-Permissible Improvements Within Easement: Except as provided in paragraph 3 above, nothing shall be placed in, on, over or under the Easement, whether by Grantor, with Grantor’s knowledge, or after Grantor’s ratification after the fact, which will obstruct or interfere with the purpose of the Easement, or with Grantee’s access to the Easement, or with Grantee’s access to the Public Utility Improvements, unless such placement has been authorized in writing in advance by Grantee. Whether or not an action, the placement of, or the construction of an item or material obstructs or interferes with the purpose of or access to the Easement or Public Utility Improvements is a fact to be determined by the Grantee. This restriction also applies to actions, materials, and/or other items placed outside of the Easement that affect Grantee’s access to the Easement or the Public Utility Improvements.

4a. Grantee may remove any unauthorized obstruction or impediment placed in, on, over, under, or outside of the Easement without obligation to restore or replace said unauthorized obstruction or impediment. Grantee shall have no duty to restore any disturbance or damage caused to the Real Estate that may occur during the removal of any such unauthorized obstruction or impediment. If

Grantee removes any such unauthorized obstruction or impediment, Grantor shall reimburse Grantee for Grantee's reasonable costs and fees associated with said removal.

4b. Grantee may choose to have Grantor remove any unauthorized obstruction or impediment solely at Grantor's cost and expense.

5. Maintenance: Grantee shall not be liable for general maintenance of the Easement. Grantor shall be liable for general maintenance of the Easement, including mowing and compliance with paragraphs 3 and 4 above.

6. Damages Caused by Grantee: Grantee agrees to repair or pay the Grantor for actual damages sustained by Grantor to fences, gates, irrigation and drainage systems, curbs, drives, parking areas, sidewalks, lawns, signs, and crops that are permitted herein, when such damages arise out of Grantee's exercise of the rights herein granted.

6a. Grantee agrees to restore the surface of the Easement to substantially the condition in which the surface of the Easement was found immediately prior to Grantee's entry onto the Easement for purposes of this Agreement, subject to paragraph 7 below.

6b. In the event of any damage to any land, crops, livestock, improvements, or the environment, within or outside of the Easement, caused by Grantee's assigns, agents, contractors, or sub-contractors [hereinafter referred to as "Independent Contractor(s)"], Grantee shall make prompt and diligent efforts to hold accountable such Independent Contractor(s) that is/are responsible for the damage or claim. In the event of non-performance by the Grantee's Independent Contractor(s) within thirty (30) days, Grantee, shall, at Grantee's discretion, either (1) take action to cure the damage or claim, or (2) request action by the Independent Contractor(s)' performance bond agent(s) to cure the damage or claim. Otherwise, Grantee shall not be responsible or liable for any such claims.

7. Construction Plan Compliance: Grantor understands that any construction, installation, operation, maintenance, repairs, or reconstruction of the Public Utility Improvements may be performed by an employee, contractor, or sub-contractor of Grantee, and as such, any such work, including restoration of the Easement after the

aforementioned work is complete, and shall comply with the drawings, specifications, and plans that Grantee possesses for said work. Upon written request from Grantor, Grantee shall submit a copy of said drawings, specifications, or plans to Grantor.

8. Indemnity

8a. Grantor's Indemnity of Grantee: Grantor agrees to indemnify and hold harmless the Grantee, including Grantee's agents, employees, contractors, and assigns, from and against any and all claims against the Grantee for direct damages, injuries, losses, demands, or costs arising out of or in any manner associated with Grantor's possession, control, operation, use or maintenance of the Real Estate and/or the Easement, except for any claims arising as a result of Grantee's negligent or intentional acts or omissions, to the extent permitted by law.

8b. Grantee's Indemnity of Grantor: Grantee agrees to indemnify and hold harmless the Grantor, including Grantor's agents, employees, contractors, and assigns, from and against any and all claims against the Grantor for direct damages, injuries, losses, demands or costs arising as a result of Grantor's negligent or intentional acts or omissions, to the extent permitted by law.

9. Limitation of Indemnity: The indemnification provided herein pursuant to paragraph 8 is limited to indemnity for direct damages and expressly excludes indemnification for special, consequential, punitive, and incidental damages.

10. Consideration: Grantor acknowledges that the consideration received for the conveyance made herein does not include any express or implied release or waiver by the Grantee of rights to subject Grantor and Grantor's property to sewer rates, drainage fees, potable water rates, rentals, and other charges, including special assessments, as may be authorized by law.

11. Continuing Effect: The terms and provisions of this Agreement shall be binding upon the Grantor, including the Grantor's heirs, legal representatives, successors, nominees, and assigns, and shall run with the Real Estate. Any subsequent sale or transfer of the Real Estate shall be subject to this Agreement. This Agreement is subject to all prior easements and other encumbrances of record.

12. Grantor's Use: Except as to the rights granted in this Agreement, Grantor shall have the full use and control of the Easement.

13. Amendments: This Agreement may only be amended by prior written consent signed by Grantor and Grantee.

14. Notices: All notices to either party shall be sent to the following addresses:

If to the Grantor: **Fort Wayne Board of Park Commissioners**
705 E. State Blvd
Fort Wayne, Indiana 46805

If to the Grantee: City Utilities Engineering
200 E. Berry St., Suite 250
Fort Wayne, Indiana
46802

Either party to this Agreement may change their respective address by mailing notice of same to the other party via certified mail.

15. Governing Law: The laws of the State of Indiana shall govern this Agreement.

16. Grantor's Covenant of Ownership: Grantor covenants that Grantor is the lawful owner of the Real Estate, that Grantor is freely and lawfully granting the easement rights herein, and that Grantor has full right and power to convey the same.

17. Incorporation of Recitals: All recitals set forth at the outset of this Agreement are incorporated herein by this reference and are true.

18. Entire Agreement: The eight (8) pages of this Agreement, along with the attached Exhibit(s) "A" and "B," comprise the entire Agreement made between the City of Fort Wayne, Indiana, and **Fort Wayne Board of Park Commissioners**, on this date.

19. Temporary Construction Easement Duration: The Temporary Easement granted herein shall terminate either: (1) after the final completion of construction of the Public

Utility Improvements is completed and the Real Estate has been restored, or (2) after five years from the date of the execution of this Agreement, whichever shall occur first.

(Signature pages and Exhibits to follow.)

GRANTEE: City of Fort Wayne, Indiana

Date: _____

Seth Weinglass, Program Manager

Capital Project Services – Fort Wayne City Utilities, on behalf of the City of Fort Wayne,
Indiana, Board of Public Works

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF INDIANA)

)

SS:

COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared **Seth Weinglass, Program Manager – Capital Project Services – Fort Wayne City Utilities, on behalf of the City of Fort Wayne, Indiana, Board of Public Works, and acknowledged the execution of the foregoing Temporary Construction Easement Agreement.**

WITNESS my hand and seal this ___ day of _____, 2023.

Notary Public Signature


Notary Public Printed Name

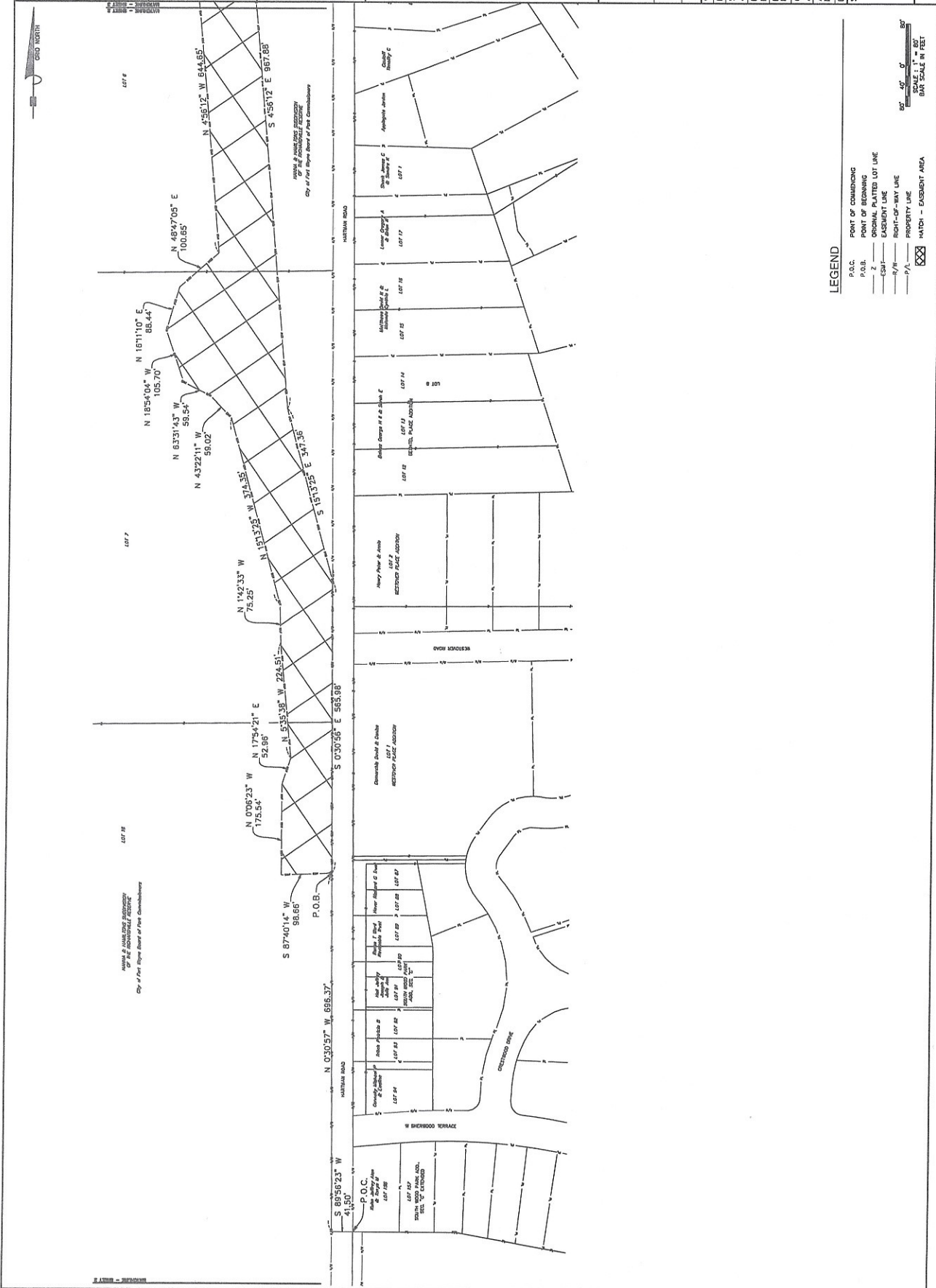
My County of Residence: _____

My Commission Expires: _____

Prepared by Seth Weinglass, Program Manager, Capital Project Services, Fort Wayne City Utilities,
Citizens Square, Suite 250, 200 E. Berry Street, Fort Wayne, Indiana 46802 / Telephone: 260-427-1330.

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

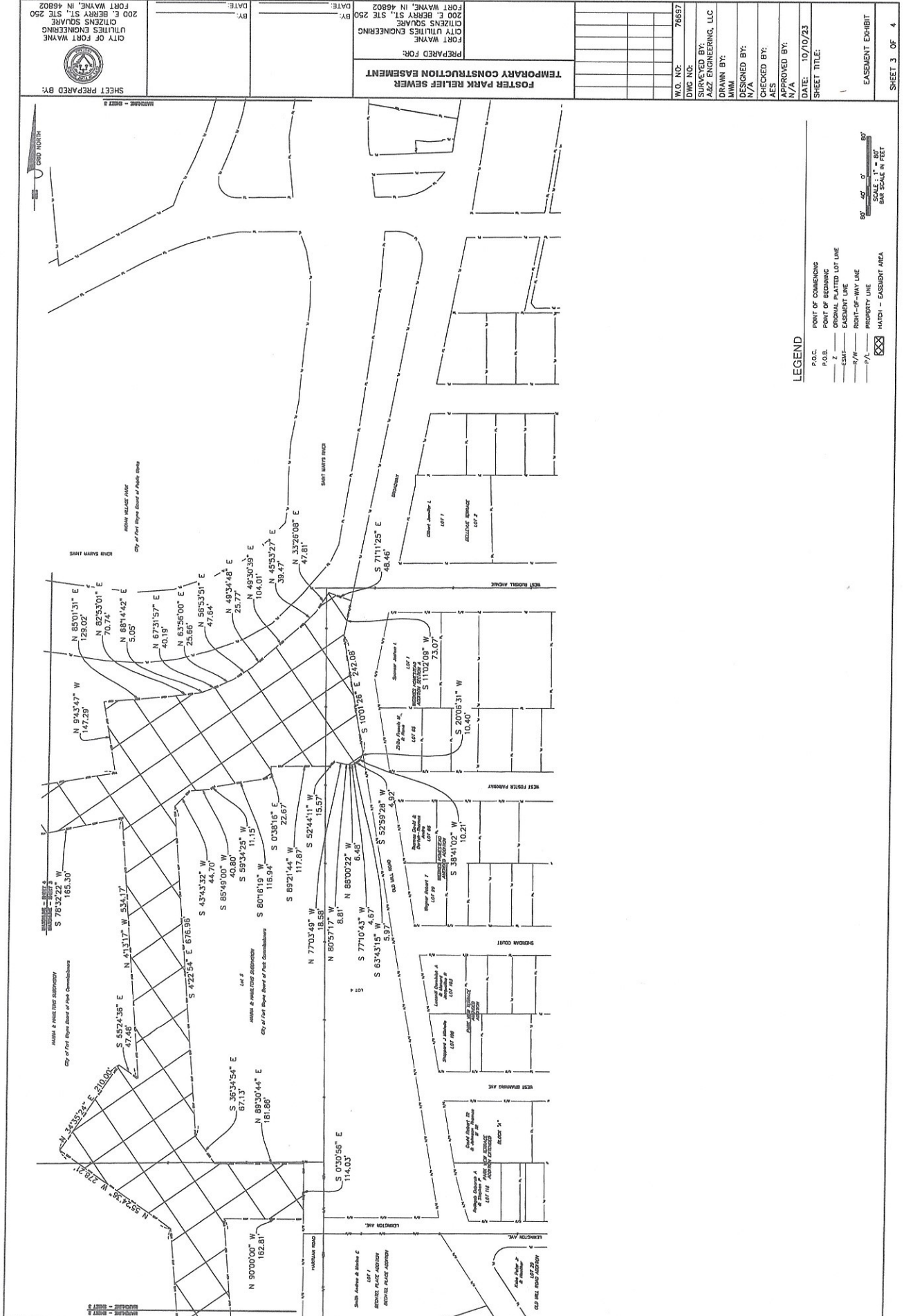
 <p>CITY OF FORT WAYNE UTILITIES ENGINEERING CITIZENS SQUARE 200 E. BERRY ST., STE 250 FORT WAYNE, IN 46802</p>	DATE: _____	DATE: _____
	BY: _____	BY: _____
<p>SHEET PREPARED BY: _____</p>		
<p>FOSTER PARK RELIEF SEWER TEMPORARY CONSTRUCTION EASEMENT</p>		
PREPARED FOR:	<p>FORT WAYNE CITIZENS SQUARE 200 E. BERRY ST. SITE 250 FORT WAYNE, IN 46802</p>	
W.O. NO:	76597	
DMC NO:		
SURVEYED BY:	AAZ ENGINEERING, LLC	
DRAWN BY:	MMW	
DESIGNED BY:	N/A	
CHECKED BY:	AKS	
APPROVED BY:	N/A	
DATE:	10/10/23	
SHEET TITLE:		
EASEMENT EXHIBIT		
SHEET 2 OF 4		



LEGEND

P.O.C. POINT OF COMMENCING
P.O.B. POINT OF BEGINNING
--- EASEMENT LOT LINE
--- EASEMENT LINE
--- RIGHT-OF-WAY LINE
--- PROPERTY LINE
--- HATCH - EXISTENT AREA

SCALE: 1" = 50'
BAR SCALE IN FEET



LEGEND

- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- SOLID PLATTED LOT LINE
- DASHED LOT LINE
- RIGHT-OF-WAY LINE
- PROPERTY LINE
- HATCH - EASEMENT AREA



**FOSTER PARK RELIEF SEWER
TEMPORARY CONSTRUCTION EASEMENT**

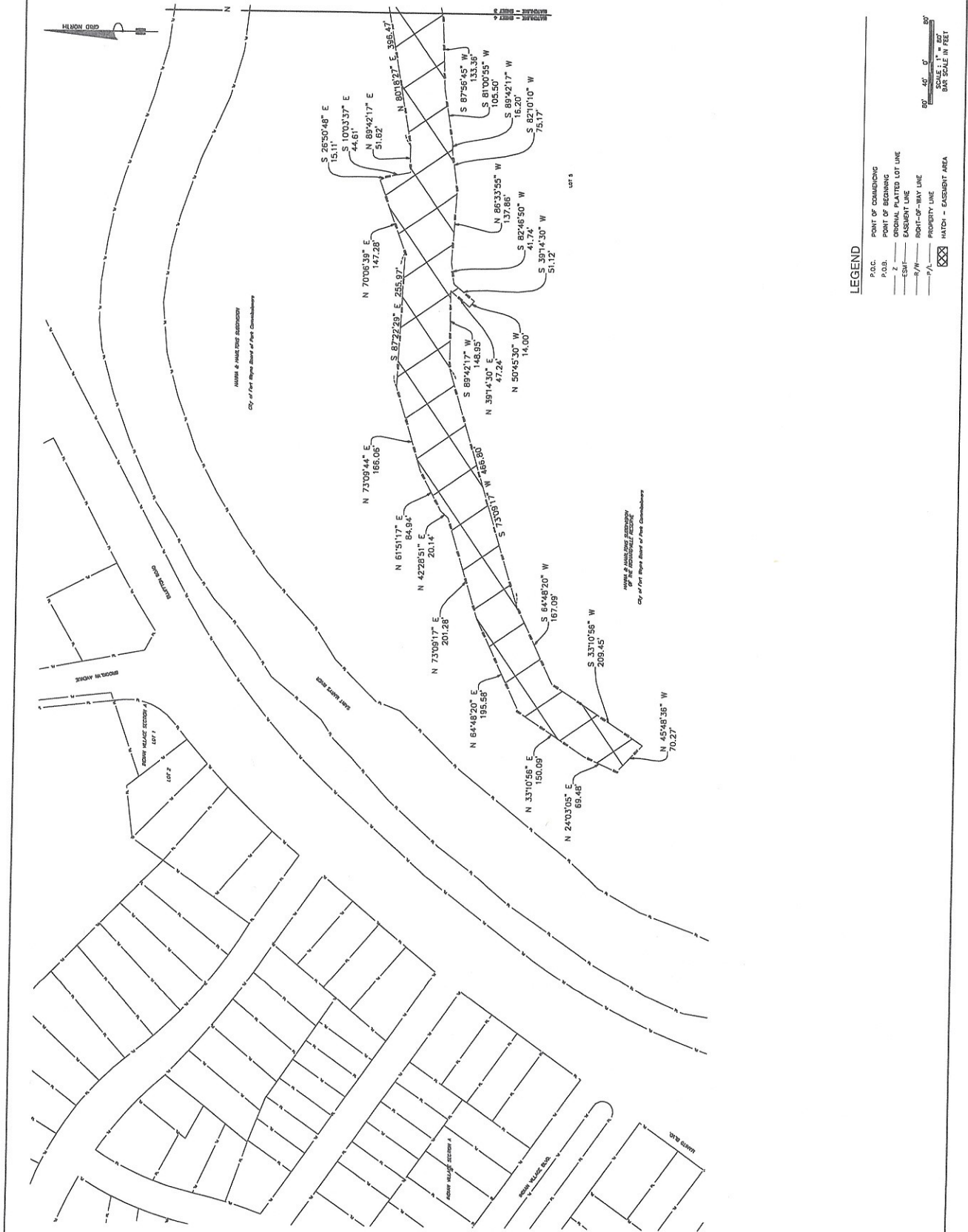
PREPARED FOR:
 FOSTER PARK
 CITY UTILITIES ENGINEERING
 200 E BERRY ST, STE 250
 FORT WANE, IN 4802

W.D. NO.:	76597
DRAWN BY:	WMM
DESIGNED BY:	N/A
CHECKED BY:	AES
APPROVED BY:	N/A
DATE:	10/10/23
SHEET TITLE:	
EASEMENT EXHIBIT	
SHEET 3 OF 4	

SHEET PREPARED BY:
 CITY OF FORT WANE
 UTILITIES ENGINEERING
 200 E BERRY ST, STE 250
 FORT WANE, IN 4802

DATE: _____ BY: _____

DATE: _____ BY: _____



LEGEND

- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- ORIGINAL PLATTED LOT LINE
- EXISTENT LINE
- PROPOSED LINE
- RIGHT-OF-WAY LINE
- PROPERTY LINE
- ▨ HATCH - EASEMENT AREA

0' 10' 20'
1" = 80'
BAR SCALE IN FEET

CITY OF FORT WAYNE UTILITIES ENGINEERING CHIEF'S SQUARE 200 E. BERRY ST., STE 250 FORT WAYNE, IN 46802

PREPARED FOR: FOSTER PARK RELIEF SEWER

DATE: 10/10/23
BY: [Redacted]
DATE: [Redacted]

W.O. NO. 76697

DWG NO. [Redacted]

SURVEYED BY: AZZ ENGINEERING, LLC

DRAWN BY: [Redacted]

DESIGNED BY: [Redacted]

CHECKED BY: [Redacted]

APPROVED BY: [Redacted]

DATE: 10/10/23

SHEET TITLE:

TEMPORARY CONSTRUCTION EASEMENT

FOSTER PARK RELIEF SEWER

W.O. NO. 76697

DWG NO. [Redacted]

SURVEYED BY: AZZ ENGINEERING, LLC

DRAWN BY: [Redacted]

DESIGNED BY: [Redacted]

CHECKED BY: [Redacted]

APPROVED BY: [Redacted]

DATE: 10/10/23

SHEET TITLE:

W.O. NO. 76697

DWG NO. [Redacted]

SURVEYED BY: AZZ ENGINEERING, LLC

DRAWN BY: [Redacted]

DESIGNED BY: [Redacted]

CHECKED BY: [Redacted]

APPROVED BY: [Redacted]

DATE: 10/10/23

SHEET TITLE:

W.O. NO. 76697

DWG NO. [Redacted]

SURVEYED BY: AZZ ENGINEERING, LLC

DRAWN BY: [Redacted]

DESIGNED BY: [Redacted]

CHECKED BY: [Redacted]

APPROVED BY: [Redacted]

DATE: 10/10/23

SHEET TITLE:

W.O. NO. 76697

DWG NO. [Redacted]

SURVEYED BY: AZZ ENGINEERING, LLC

DRAWN BY: [Redacted]

DESIGNED BY: [Redacted]

CHECKED BY: [Redacted]

APPROVED BY: [Redacted]

DATE: 10/10/23

SHEET TITLE:

W.O. NO. 76697

DWG NO. [Redacted]

SURVEYED BY: AZZ ENGINEERING, LLC

DRAWN BY: [Redacted]

DESIGNED BY: [Redacted]

CHECKED BY: [Redacted]

APPROVED BY: [Redacted]

DATE: 10/10/23

SHEET TITLE:

PROPOSED TEMPORARY CONSTRUCTION EASEMENT - EXHIBIT B

PART OF THE LOTS 5, 6, 7, AND 16 IN HANNA AND HAMILTON'S SUBDIVISION OF THE RICHARDVILLE RESERVE, LYING EAST AND SOUTH OF THE ST. MARY'S RIVER, AS RECORDED IN DEED RECORD "F", PAGE 481, IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 156 IN SOUTH WOOD PARK, SECTION "C" EXTENDED, AS RECORDED IN PLAT BOOK 13B, PAGE 104, IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA; THENCE SOUTH 89 DEGREES 56 MINUTES 23 SECONDS WEST (THIS AND ALL SUBSEQUENT BEARINGS BASED UPON THE INDIANA STATE PLANE COORDINATE SYSTEM - EAST ZONE, NAD 83) 41.50 FEET ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 156 TO THE WEST RIGHT-OF-WAY LINE OF HARTMAN ROAD; THENCE NORTH 00 DEGREES 30 MINUTES 57 SECONDS WEST 696.37 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE **POINT OF BEGINNING** FOR THE EASEMENT HEREIN DESCRIBED; THENCE SOUTH 87 DEGREES 40 MINUTES 14 SECONDS WEST 98.66 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 23 SECONDS WEST 175.54 FEET; THENCE NORTH 17 DEGREES 54 MINUTES 21 SECONDS EAST 52.96 FEET; THENCE NORTH 05 DEGREES 35 MINUTES 38 SECONDS WEST 224.51 FEET; THENCE NORTH 01 DEGREES 42 MINUTES 33 SECONDS WEST 75.25 FEET; THENCE NORTH 15 DEGREES 13 MINUTES 25 SECONDS WEST 374.35 FEET; THENCE NORTH 43 DEGREES 22 MINUTES 11 SECONDS WEST 59.02 FEET; THENCE NORTH 63 DEGREES 31 MINUTES 43 SECONDS WEST 59.54 FEET; THENCE NORTH 18 DEGREES 54 MINUTES 04 SECONDS WEST 105.70 FEET; THENCE NORTH 16 DEGREES 11 MINUTES 10 SECONDS EAST 88.44 FEET; THENCE NORTH 48 DEGREES 47 MINUTES 05 SECONDS EAST 100.65 FEET; THENCE NORTH 04 DEGREES 56 MINUTES 12 SECONDS WEST 644.65 FEET; THENCE NORTH 55 DEGREES 24 MINUTES 36 SECONDS WEST 278.21 FEET; THENCE NORTH 34 DEGREES 35 MINUTES 24 SECONDS EAST 210.00 FEET; THENCE SOUTH 55 DEGREES 24 MINUTES 36 SECONDS EAST 47.48 FEET; THENCE NORTH 04 DEGREES 13 MINUTES 17 SECONDS WEST 534.17 FEET; THENCE SOUTH 78 DEGREES 32 MINUTES 22 SECONDS WEST 165.30 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 45 SECONDS WEST 133.36 FEET; THENCE SOUTH 81 DEGREES 00 MINUTES 55 SECONDS WEST 105.50 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 17 SECONDS WEST 16.20 FEET; THENCE SOUTH 82 DEGREES 10 MINUTES 10 SECONDS WEST 75.17 FEET; THENCE NORTH 86 DEGREES 33 MINUTES 55 SECONDS WEST 137.86 FEET; THENCE SOUTH 82 DEGREES 46 MINUTES 50 SECONDS WEST 41.74 FEET; THENCE SOUTH 39 DEGREES 14 MINUTES 30 SECONDS WEST 51.12 FEET; THENCE NORTH 50 DEGREES 45 MINUTES 30 SECONDS WEST 14.00 FEET; THENCE NORTH 39 DEGREES 14 MINUTES 30 SECONDS EAST 47.24 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 17 SECONDS WEST 148.95 FEET; THENCE SOUTH 73 DEGREES 09 MINUTES 17 SECONDS WEST 466.80 FEET; THENCE SOUTH 64 DEGREES 48 MINUTES 20 SECONDS WEST 167.09 FEET; THENCE SOUTH 33 DEGREES 10 MINUTES 56 SECONDS WEST 209.45 FEET; THENCE NORTH 45 DEGREES 48 MINUTES 36 SECONDS WEST 70.27 FEET; THENCE NORTH 24 DEGREES 03 MINUTES 05 SECONDS EAST 69.48 FEET; THENCE NORTH 33 DEGREES

10 MINUTES 56 SECONDS EAST 150.09 FEET; THENCE NORTH 64 DEGREES 48 MINUTES 20 SECONDS EAST 195.58 FEET; THENCE NORTH 73 DEGREES 09 MINUTES 17 SECONDS EAST 201.28 FEET; THENCE NORTH 42 DEGREES 28 MINUTES 51 SECONDS EAST 20.14 FEET; THENCE NORTH 61 DEGREES 51 MINUTES 17 SECONDS EAST 84.94 FEET; THENCE NORTH 73 DEGREES 09 MINUTES 44 SECONDS EAST 166.06 FEET; THENCE SOUTH 87 DEGREES 22 MINUTES 29 SECONDS EAST 255.97 FEET; THENCE NORTH 70 DEGREES 06 MINUTES 39 SECONDS EAST 147.28 FEET; THENCE SOUTH 26 DEGREES 50 MINUTES 48 SECONDS EAST 15.11 FEET; THENCE SOUTH 10 DEGREES 03 MINUTES 37 SECONDS EAST 44.61 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 17 SECONDS EAST 51.62 FEET; THENCE NORTH 80 DEGREES 18 MINUTES 27 SECONDS EAST 396.47 FEET; THENCE NORTH 09 DEGREES 43 MINUTES 47 SECONDS WEST 147.29 FEET; THENCE NORTH 85 DEGREES 01 MINUTES 31 SECONDS EAST 129.02 FEET; THENCE NORTH 82 DEGREES 53 MINUTES 01 SECONDS EAST 70.74 FEET; THENCE NORTH 68 DEGREES 14 MINUTES 42 SECONDS EAST 5.05 FEET; THENCE NORTH 67 DEGREES 31 MINUTES 57 SECONDS EAST 40.19 FEET; THENCE NORTH 63 DEGREES 56 MINUTES 00 SECONDS EAST 25.66 FEET; THENCE NORTH 56 DEGREES 53 MINUTES 51 SECONDS EAST 47.64 FEET; THENCE NORTH 49 DEGREES 34 MINUTES 48 SECONDS EAST 25.77 FEET; THENCE NORTH 49 DEGREES 30 MINUTES 39 SECONDS EAST 104.01 FEET; THENCE NORTH 45 DEGREES 53 MINUTES 27 SECONDS EAST 39.47 FEET; THENCE NORTH 33 DEGREES 26 MINUTES 08 SECONDS EAST 47.81 FEET; THENCE SOUTH 71 DEGREES 11 MINUTES 25 SECONDS EAST 48.46 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF BROADWAY; THENCE SOUTH 11 DEGREES 02 MINUTES 09 SECONDS WEST 73.07 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BROADWAY TO THE POINT OF INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE AND THE WESTERLY RIGHT-OF-WAY LINE OF OLD MILL ROAD; THENCE SOUTH 10 DEGREES 01 MINUTES 26 SECONDS EAST 242.08 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID OLD MILL ROAD; THENCE SOUTH 20 DEGREES 06 MINUTES 31 SECONDS WEST 10.40 FEET; THENCE SOUTH 38 DEGREES 41 MINUTES 02 SECONDS WEST 10.21 FEET; THENCE SOUTH 52 DEGREES 59 MINUTES 28 SECONDS WEST 4.92 FEET; THENCE SOUTH 63 DEGREES 43 MINUTES 15 SECONDS WEST 5.97 FEET; THENCE SOUTH 77 DEGREES 10 MINUTES 43 SECONDS WEST 4.67 FEET; THENCE NORTH 88 DEGREES 00 MINUTES 22 SECONDS WEST 6.48 FEET; THENCE NORTH 80 DEGREES 57 MINUTES 17 SECONDS WEST 8.81 FEET; THENCE NORTH 77 DEGREES 03 MINUTES 49 SECONDS WEST 18.58 FEET; THENCE SOUTH 52 DEGREES 44 MINUTES 11 SECONDS WEST 15.57 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 44 SECONDS WEST 117.87 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 16 SECONDS EAST 22.67 FEET; THENCE SOUTH 80 DEGREES 16 MINUTES 19 SECONDS WEST 116.94 FEET; THENCE SOUTH 59 DEGREES 34 MINUTES 25 SECONDS WEST 11.15 FEET; THENCE SOUTH 85 DEGREES 49 MINUTES 00 SECONDS WEST 40.80 FEET; THENCE SOUTH 43 DEGREES 43 MINUTES 32 SECONDS WEST 44.70 FEET; THENCE SOUTH 04 DEGREES 22 MINUTES 54 SECONDS EAST 676.96 FEET; THENCE SOUTH 36 DEGREES 34 MINUTES 54 SECONDS EAST 67.13 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 44 SECONDS EAST 181.86 FEET TO THE WEST RIGHT-OF-WAY LINE OF HARTMAN ROAD; THENCE SOUTH 00 DEGREES 30 MINUTES 56 SECONDS EAST 114.03 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SAID

HARTMAN ROAD; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 162.81 FEET; THENCE SOUTH 04 DEGREES 56 MINUTES 12 SECONDS EAST 967.88 FEET; THENCE SOUTH 15 DEGREES 13 MINUTES 25 SECONDS EAST 347.36 FEET TO THE WEST RIGHT-OF-WAY LINE OF HARTMAN ROAD; THENCE SOUTH 00 DEGREES 30 MINUTES 56 SECONDS EAST 565.98 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, CONTAINING 14.831 ACRES OF LAND, MORE OR LESS.