



*MAU*  
Record and Return to:  
EPSTEIN & EPSTEIN  
11516 Nicholas Street, #202  
Omaha, Nebraska 68154  
(402) 397-1515

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (hereinafter called "Easement") is entered into this 26 day of June, 2018, by Star City/Federal, LLC, a Nebraska limited liability company (hereinafter called "Declarant") and Star Parking, LLC, a Nebraska limited liability company (hereinafter called "Star")

RECITALS:

A. Declarant is the owner of that certain real property legally described as Lot 1, Cornhusker Shadows 1<sup>st</sup> Addition, an Addition to the City of Lincoln, Lancaster County, Nebraska. Star is the owner of that certain real property legally described as Lot 2, Cornhusker Shadows 1<sup>st</sup> Addition, except that portion conveyed to West Haymarket Joint Public Agency on October 29, 2012, and recorded as Instrument No. 2012054620, Register of Deeds, Lancaster County, Nebraska ("Star Parcel"). Lot 1 is hereinafter referred to as Parcel I and Star Parcel is hereinafter referred to as Parcel II. Parcel I contains an office building, Parcel II is a parking lot.

B. Declarant desires to impose certain easement upon Parcel I for the benefit of Parcel II and the present and future owners thereof, by the terms and conditions hereinafter set forth.

C. Electric meter for electric service and electric service lines for Parcel II are located on Parcel I.

NOW, THEREFORE, in consideration of the premises and of the covenants herein contained, the Declarant hereto agrees as follows:

## AGREEMENTS

### 1. Definitions. For purposes hereof:

(a) The term, "Owner" or "Owners" shall mean the Declarant and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property subject to the easements granted herein and/or restricted and burdened hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property.

(c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees, and licensees of (i) the Owner(s) of such Parcel, and/or (ii) the tenant(s) or occupant(s) of such Parcel.

(d) The term "Easement Area" shall mean that electric meter area shown on Exhibit "A" and legally described on Exhibit "B," together with electric service lines on Parcel I and servicing Parcel II.

(e) The term "Site Plan" shall mean the site plan attached hereto as Exhibit "A" provided however the Site Plan is for identification purposes only.

### 2. Easement.

2.1 Grant of Easement. Subject to any express conditions, limitations or, reservations contained herein, the Owner of Parcel I grants to the Owner of Parcel II the nonexclusive and perpetual easement for reasonable access to Easement Area.

2.2 Indemnification. Owner of Parcel II having rights with respect to an easement granted hereunder shall indemnify and hold the Owner of Parcel I harmless from and against all claims, liabilities, and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss or damage to any person or property arising from or in any manner relating to the use by the indemnifying Owner or its Permittee of any easement granted hereunder except as may result from the negligence or intentional misconduct of the Owner whose Parcel is subject to the easement.

### 3. No Rights in Public

Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel I or Parcel II.

### 4. Remedies and Enforcement

4.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittee of any of the terms, covenants, restrictions or conditions hereof, the other Owner shall be entitled forthwith to full and

adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

4.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Easement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure with such 30-day period, and thereafter diligently prosecutes such cure to completion), or any Owner shall have the right to perform such obligation contained in this Easement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time by First National Bank of Omaha (not to exceed the maximum rate of interest allowed by law). Any sum not so reimbursed shall constitute a lien against such defaulting Owner's Parcel.

4.3 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

4.4 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Easement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value. The easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

4.5 Lien Rights. Any claim for reimbursement, including interest as aforesaid (4. 2), and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any lawsuit or proceeding under this Easement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien priority with respect thereto in the Office of the Register of Deeds of Lancaster County, Nebraska; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the Register of Deeds of Lancaster County, Nebraska prior to the date of recordation of said notice of lien priority, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien priority. All liens recorded subsequent to the recordation of the notice of lien priority described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien priority was recorded, the party recording same shall record an appropriate release of such notice of lien priority and Assessment Lien.

5. Term. The covenants, conditions and restrictions contained in this Easement shall be effective commencing on the date of recordation of this Easement in the office of the Register of Deeds, and shall remain in full force and continue in perpetuity, unless this Easement is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcel I and Parcel II provided Owner of Parcel I may terminate this

Easement, upon ninety (90) days written Notice to Owner of Parcel II, and paying the reasonable cost of moving the electric meter from Parcel I to Parcel II.

6. Miscellaneous.

6.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

6.2 Amendment. Declarant agrees that the provisions of this Easement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel I Parcel II, evidenced by a document that has been fully executed and acknowledged by all such record Owners recorded in the official records of the Register of Deeds of Lancaster County, Nebraska.

6.3 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

6.4 No Agency. Nothing in this Easement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint ventures or of any other association between the parties.

6.5 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

6.6 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by Acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assign, heirs, and personal representatives, covenant, consent and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

6.7 Severability. Each provision of this Easement and the application thereof to Parcel I and Parcel II are hereby declared to be independent of and severable from the remainder of this Easement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Easement. In the event the validity or enforceability of any provision of this Easement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be

prepared.

6.8 Time of Essence. Time is of the essence in this Easement.

6.9 Entire Agreement. This Easement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

6.10 Governing Law. The laws of the State of Nebraska shall govern the interpretation, validity, performance and enforcement of this Easement.

6.11 Consents. Wherever in this Declaration the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed.

7. Notices. All notices hereunder shall be in writing and sent by United States certified or registered mail, postage prepaid, or by overnight delivery service providing proof of receipt, addressed, if to an Owner, to the address shown on the Deed by which such Owner acquires title to a specific Parcel, provided that each party by like notice may designate any future or different addresses to which subsequent notices shall be sent. Notices shall be deemed given upon receipt or upon refusal to accept delivery.

IN WITNESS WHEREOF, Declarant has executed this Easement as of the date first written above.

STAR PARKING, LLC,  
a Nebraska Limited Liability Company  
By: Star Management, Inc., Manager

By: Cynthia Makinster  
Cynthia Makinster, President

STAR CITY/FEDERAL, LLC,  
a Nebraska Limited Liability Company  
By: Marathon Properties, Inc., Manager

By: Carol J. Gendler  
Carol J. Gendler, President

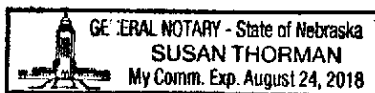
STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF DOUGLAS    )

I, a Notary Public, do hereby certify that Cynthia Makinster, personally known to me to be the President of Star Management, Inc., a Nebraska Corporation, manager of Star Parking, LLC, a limited liability company; and, personally known to me to be the same person whose name is subscribed to the foregoing instrument; appeared before me this day in person and acknowledged that as such she signed and delivered said instrument on behalf of said company, as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 26<sup>th</sup> day of June, 2018.

Susan Thorman  
Notary Public

STATE OF NEBRASKA     )



COUNTY OF DOUGLAS ) ss:  
 )

I, a Notary Public, do hereby certify that Carol J. Gendler, personally known to me to be the President of Marathon Properties, Inc, a Nebraska Corporation, Manager of Star City/Federal, LLC, a limited liability company; and, personally known to me to be the same person whose name is subscribed to the foregoing instrument; appeared before me this day in person and acknowledged that as such she signed and delivered said instrument on behalf of said company, as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 26<sup>th</sup> day of June, 2018.



*Susan Thorman*  
Notary Public

# EXHIBIT A

DWG. P:\2018\1804-2000\18-15780-40-Design\Survey\SPV\Lot\TA\_LATA\_08-15780.dwg USER: shomon DATE: Jan 13, 2014 6:02pm XREFS:

## TITLE NOTES

- ITEM 9  
CORNER BY AND BETWEEN MISSOURI PACIFIC RAILROAD COMPANY AND CHICAGO NORTH WESTERN RAILWAY COMPANY, GRANTORS, AND THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, GRANTEE, DATED MAY 12, 1976, FILED JULY 30, 1976 AS INSTR. NO. 70-8880, RECORDS OF LANCASTER COUNTY, NEBRASKA. (NOT REPRESENTED GRAPHICALLY)
- ITEM 10  
TERMS AND CONDITIONS OF ORDINANCE NO. 14709, VACATING A PORTION OF THE NORTH-SOUTH ALLEY BETWEEN Y AND W STREETS, DATED JULY 17, 1987 AS INSTR. NO. 87-25451, RECORDS OF LANCASTER COUNTY, NEBRASKA. THIS IS NOT LOCATED ON SUBJECT PROPERTY. (NOT REPRESENTED GRAPHICALLY)
- ITEM 11  
TERMS AND CONDITIONS OF ORDINANCE NO. 15561, VACATING PORTIONS OF VARIOUS STREETS AND ALLEYS LOCATED BETWEEN THE 4TH AND 5TH CORNERS, AND NORTH OF T STREET, AND RETAINING TITLE TRUSTED IN THE CITY OF LANCASTER, LANCASTER COUNTY, NEBRASKA, FILED JULY 31, 1990 AS INSTR. NO. 90-23443, RECORDS OF LANCASTER COUNTY, NEBRASKA. THIS DOES NOT AFFECT SUBJECT PROPERTY. (NOT REPRESENTED GRAPHICALLY)
- ITEM 12  
TERMS AND CONDITIONS AS CONTAINED IN DEED NO. 87258 DATED AUGUST 18, 1983, FILED DECEMBER 2, 1983 AS INSTR. NO. 83-35436, RECORDS OF LANCASTER COUNTY, NEBRASKA. SUBJECT PROPERTY IS REFERRED TO IN THE LEGAL DESCRIPTION REFERRED TO IN THIS DOCUMENT. (NOT REPRESENTED GRAPHICALLY)
- ITEM 13  
EASEMENTS SHOWN IN THE PLAT AND DECLARATION OF CORNHUSKER SHADOWS, FILED AUGUST 26, 1988 AS INSTR. NO. 88-39472, RECORDS OF LANCASTER COUNTY, NEBRASKA, AND EASEMENTS GRANTED TO LOTS 1, 2 AND 3 OVER ALL PARKING SPACES, DRIVING ALLEYS AND DRIVEWAYS AS THEY EXIST OR MAY EXIST FROM TIME TO TIME. (REPRESENTED GRAPHICALLY)
- ITEM 14  
EASEMENTS SHOWN IN THE PLAT AND DECLARATION OF A CONNECTED PLAT OF CORNHUSKER SHADOWS, RECORDS OF LANCASTER COUNTY, NEBRASKA, FILED AUGUST 26, 1988 AS INSTR. NO. 88-39472, RECORDS OF LANCASTER COUNTY, NEBRASKA, AND EASEMENTS GRANTED TO LOTS 1, 2 AND 3 OVER ALL PARKING SPACES, DRIVING ALLEYS AND DRIVEWAYS AS THEY EXIST OR MAY EXIST FROM TIME TO TIME. (REPRESENTED GRAPHICALLY)
- ITEM 15  
(ATTENTIONALLY DELETED)
- ITEM 16  
LIMITATION OF INTEREST AND EGRESS SET FORTH IN WARRANTY DEED FILED JUNE 3, 1997 AS INSTR. NO. 97-21297, RECORDS OF LANCASTER COUNTY, NEBRASKA. (NOT REPRESENTED GRAPHICALLY)
- ITEM 17  
AGREEMENT TO THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, FILED JUNE 3, 1997 AS INSTR. NO. 97-21298, SUPPLEMENTAL AGREEMENT RECORDS MAY 14, 1999 AS INSTR. NO. 99-23169, RECORDS OF LANCASTER COUNTY, NEBRASKA. (NOT REPRESENTED GRAPHICALLY)
- ITEM 18  
EASEMENTS AND RESTRICTIONS REFERRED TO AND SHOWN IN THE PLAT AND DECLARATION OF CORNHUSKER SHADOWS, 1ST ADDITION, FILED OCTOBER 1, 1989 AS INSTR. NO. 89-33156, RECORDS OF LANCASTER COUNTY, NEBRASKA. (NOT REPRESENTED GRAPHICALLY)
- ITEM 19  
TERMS, CONDITIONS AND EASEMENTS CONTAINED IN THE DECLARATION OF EASEMENT, FILED MARCH 28, 2012 AS INSTR. NO. 12-03015, RECORDS OF LANCASTER COUNTY, NEBRASKA. (REPRESENTED GRAPHICALLY)

## GENERAL NOTES

- SUBJECT PROPERTY IS ZONED B-4, LINCOLN CENTER BUSINESS DISTRICT, WITH SETBACKS AS FOLLOWS: FRONT-YARD: SIDE YARD: REAR YARD: 10'-0" - 15'-0" FEET. PER THE CITY OF LANCASTER MUNICIPAL CODE, CONTACT THE INSURER FOR VERIFICATION OF THE CURRENT ZONING CLASSIFICATION AND BUILDING SETBACK REQUIREMENTS (SEE TABLE A, ITEM 6(a) AND (b) OF THE 2011 ALTA/ACSM STANDARD REQUIREMENTS).
- SUBJECT PROPERTY IS LOCATED IN ZONE X-AZIMAS DETERMINED TO BE OUTSIDE THE ONE ANNUAL CHANCE FLOODPLAIN PER FEMA PANEL JOB OF 8336, MAP NUMBER: ST00000000, WITH A MAP REISSUE DATE OF FEBRUARY 16, 2011.
- THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THEY ARE LOCATED AS INDICATED OR THAT THERE IS NO OTHER INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- THE SURVEYOR HAS NOT BEEN ADVISED OF SITE USE AS A SOLID WASTE DUMP, BUMP OR SANITARY LANDFILL.
- OWNERSHIP INFORMATION FOR ADJACENT PROPERTIES TAKEN FROM THE CITY OF LANCASTER/LANCASTER COUNTY WEBSITE AS OF THE DATE OF OCTOBER 15, 2012.
- LOT 1 CONTAINS 5 MARKED PARKING SPACES.
- NET. NO. 80-30044 REFERS TO AN AMENDED RECIPROCAL EASEMENT AGREEMENT WITH RESPECT TO LOTS 1 AND 2, CORNHUSKER SHADOWS, 1ST ADDITION. UNDER VERTICAL AND PROVISION ACCESS EASEMENTS ARE PROBABLY GRANTED ADDRESS SAID LOTS. THIS DOCUMENT IS NOT REFERRED TO IN THE TITLE COMMENT (NOT REPRESENTED GRAPHICALLY).
- A SITE VISIT WAS PERFORMED ON FEBRUARY 3, 2014. NO MATERIAL CHANGES NOTED.
- PROPOSED ELECTRIC EASEMENT FROM PARKING LOT PANEL ON EXISTING BUILDING WALL NEAR DOOR, GOES NORTH TO THE NORTH LINE OF LOT 1.

## "ALTA/ACSM LAND TITLE SURVEY"

LANCASTER COUNTY, NEBRASKA

### LEGAL DESCRIPTION

LOT 1, CORNHUSKER SHADOWS 1st ADDITION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA.

## CERTIFICATION

TO STAR CITY FEDERAL, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, (LINCINN BANK, ITS SUCCESSORS AND/OR ASSIGNS) AS THEIR RESPECTIVE APPLICANTS MAY APPEAR: CHICAGO TITLE INSURANCE COMPANY AND DB TITLE ESCROW.

THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED WERE MADE BY ACCREDITED SURVEYORS AND THAT THE SURVEYOR HAS REVIEWED THE RECORDS FOR ALTA/ACSM LAND TITLE SURVEYS, ZONING ORDINANCES AND ADAPTED BY ALTA AND ACSM AND HAS DETERMINED THAT THE SURVEY IS IN ACCORDANCE WITH THE FIELD WORK HAS COMPLETED ON OCTOBER 15, 2012.

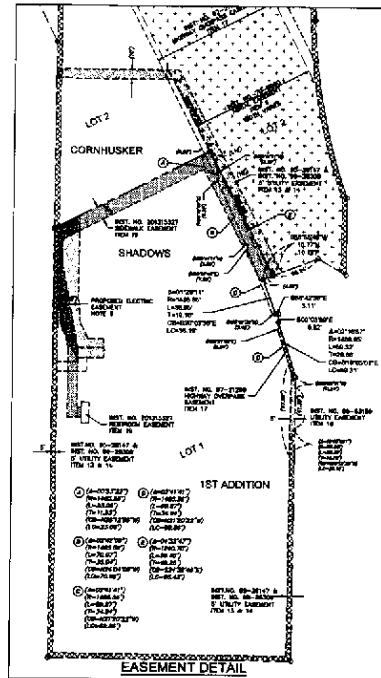
THIS ALTA SURVEY WAS PREPARED UNDER A COMMITMENT FOR TITLE INSURANCE ISSUED BY DB TITLE ESCROW, COMMITMENT NO. 1462311, HAVING A COMMITMENT DATE OF JANUARY 31, 2014.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
Name: \_\_\_\_\_  
Surveyor's Record No. L.S.: \_\_\_\_\_  
Cedar Rapids, IA Phone: 402-424-8211  
1111 Lincoln Ave Fax: 402-424-5190  
Cedar, NE 68508

Land Surveyor's Seal

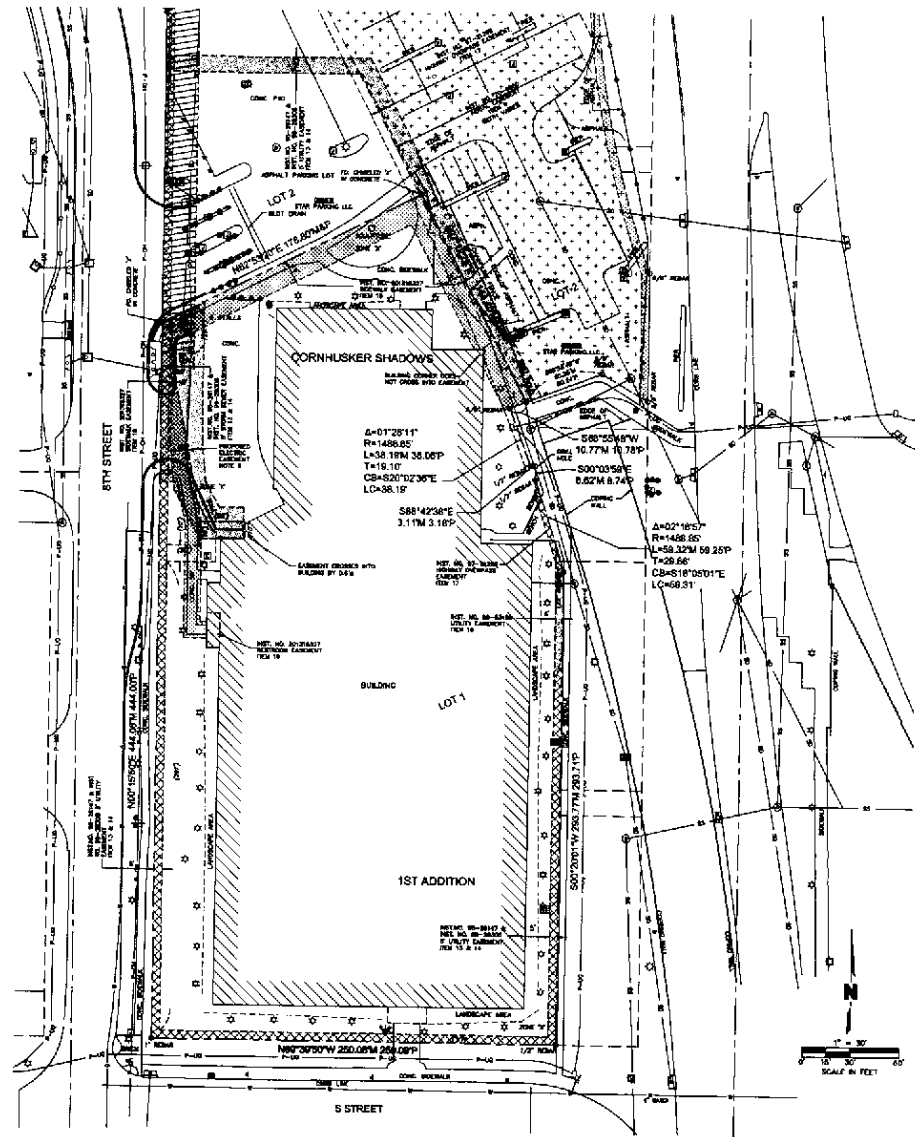


### VICINITY MAP



### LEGEND

- ⊕ BOLLARD
- ⊕ CURB INLET
- ⊕ ELECTRIC METER
- ⊕ GRATE ALIET
- ⊕ JUNCTION BOX
- ⊕ LIGHT POLE
- ⊕ POST INDICATOR VALVE
- ⊕ POWER POLE
- ⊕ PROPERTY CORNER FOUND
- ⊕ STORM DRAIN MANHOLE
- ⊕ STORM JUNCTION BOX
- ⊕ SANITARY SEWER CLEANOUT
- ⊕ SANITARY SEWER MANHOLE
- ⊕ SIGN
- ⊕ WATER VALVE
- ⊕ WATER METER PIT
- ⊕ WATER MANHOLE
- ⊕ EASEMENT DASH/DOT
- ⊕ CENTER LINE
- ⊕ PROPERTY LINE
- ⊕ POWER OVERHEAD
- ⊕ POWER UNDERGROUND
- ⊕ SANITARY SEWER LINE
- ⊕ STORM SEWER LINE
- ⊕ CHAIN LINK FENCE
- ⊕ WATER LINE
- ⊕ GAS LINE



REV. NO.	DATE	REVISIONS/DESCRIPTION
1	01/13/14	Initial Title Commitment
2	01/13/14	Final Proposed Easement

ALTA/ACSM SURVEY  
STAR CITY FEDERAL, LLC  
860 15<sup>th</sup> STREET  
CORNHUSKER SHADOWS 1ST ADDITION  
LINCOLN, NE 68504  
2014

**MOLSON ASSOCIATES**  
1111 Lincoln Ave, Suite 111  
Cedar, NE 68508  
TEL: 402-424-8211  
FAX: 402-424-5190  
www.molsonassociates.com

## EXHIBIT B

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 1, CORNHUSKER SHADOWS 1<sup>ST</sup> ADDITION, CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

*AB*  
*CASH*

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING THE SOUTHWEST CORNER OF THE REMAINING PORTION OF LOT 2, CORNHUSKER SHADOWS 1<sup>ST</sup> ADDITION; THENCE ON AN ASSUMED BEARING OF NORTH 62 DEGREES 53 MINUTES 20 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 6.76 TO THE **POINT OF BEGINNING**; THENCE, CONTINUING, NORTH 62 DEGREES 53 MINUTES 20 SECONDS EAST, A DISTANCE OF 22.52 FEET TO A POINT; THENCE SOUTH 00 DEGREES 15 MINUTES 50 SECONDS WEST, ALONG A LINE THAT IS 26.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 86.25 FEET TO A POINT; THENCE SOUTH 05 DEGREES 18 MINUTES 19 SECONDS EAST A DISTANCE OF 25.32 FEET TO A POINT; THENCE SOUTH 27 DEGREES 55 MINUTES 32 SECONDS EAST A DISTANCE OF 17.93 FEET TO A POINT; THENCE SOUTH 89 DEGREES 42 MINUTES 54 SECONDS EAST A DISTANCE OF 15.40 FEET TO AN INTERSECTION WITH THE EXTENSION OF AN EXISTING WESTERLY EXTERIOR WALL; THENCE SOUTH 00 DEGREES 17 MINUTES 07 SECONDS WEST, ALONG SAID EXTENSION AND ALONG SAID EXISTING WESTERLY EXTERIOR WALL, A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH AN EXISTING NORTHERLY EXTERIOR WALL; THENCE NORTH 89 DEGREES 42 MINUTES 54 SECONDS WEST, ALONG SAID EXISTING NORTHERLY EXTERIOR WALL, A DISTANCE OF 27.37 FEET TO A POINT; THENCE NORTH 27 DEGREES 55 MINUTES 32 SECONDS WEST A DISTANCE OF 33.90 FEET TO A POINT; THENCE NORTH 05 DEGREES 18 MINUTES 19 SECONDS WEST A DISTANCE OF 30.30 FEET TO A POINT; THENCE NORTH 00 DEGREES 15 MINUTES 50 SECONDS EAST, ALONG A LINE THAT IS 6.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 76.87 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 3133 SQUARE FEET, MORE OR LESS.