

Alachua County  
Board of County Commissioners

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF  
ALACHUA COUNTY, FLORIDA, GRANTING A NON-EXCLUSIVE  
EASEMENT OVER A CERTAIN PORTION OF BARR HAMMOCK  
PRESERVE TAX PARCEL NUMBER 16844-001-000 ALACHUA  
COUNTY, FLORIDA TO THE ST JOHNS RIVER WATER  
MANAGEMENT DISTRICT FOR THE INSTALLATION,  
MAINTENANCE, AND SAMPLING OF GROUNDWATER  
MONITORING WELLS**

**WHEREAS**, Alachua County and the St. Johns River Water Management District have a mutual interest in water supply planning efforts to protect, conserve and restore water resources in Alachua County; and

**WHEREAS**, Alachua County is the fee simple owner of certain real property, known as Barr Hammock Preserve, which includes Tax Parcel Number 16844-001-000, located at 300 SE 175th Avenue, Micanopy, Florida in Alachua County, which is subject to use restrictions, easements and other recorded encumbrances; and

**WHEREAS**, the St. Johns River Water Management District has requested a non-exclusive easement to install, maintain, and sample groundwater monitoring wells on Barr Hammock Preserve, on tax parcel number 16844-001-000; and

**WHEREAS**, the Alachua County Board of County Commissioners through Resolution 12-113, placed tax parcel 16844-001-000 (Barr Hammock Perry property) on the Alachua County Registry of Protected Public Places, pursuant to Section 1.7(b), Alachua County Charter; and

**WHEREAS**, Staff from Alachua County and the St. Johns River Water Management District have drafted Alachua County Easement Agreement – Barr Hammock Well Monitoring Site (Exhibit 1) specifically describing the easement location, and the rights, privileges, and permissions granted to the District, and retained by Alachua County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:**

**Section 1:** That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2:** The Board authorizes and directs the conveyance of the non-exclusive easement attached hereto as Exhibit 1.

**Section 3:** The Board of County Commissioners finds that the St. Johns River Water Management District possesses the skills and equipment necessary to construct, maintain, and sample these well facilities and conveyance of said easement would be beneficial to the County because it serves to alert the County as to potential contamination and or levels of the state's sub-surface aquifers and drinking water sources.

**Section 4:** The Board of County Commissioners finds that conveyance of said easement is consistent with the Alachua County Registry of Protected Public Places, in that the use of the property will not change and the values for which the property was protected will not be reduced.

**Section 5:** The attached Exhibit 1 "Alachua County Easement Agreement – Barr Hammock Well Monitoring Site" documents the specific location, term, rights, privileges, and permissions of the easement.

**Section 6:** The Board authorizes and directs the Chair to execute the non-exclusive easement to complete this conveyance.

**Section 7:** That this Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF ALACHUA COUNTY, FLORIDA

\_\_\_\_\_  
Honorable J. K. "Jess" Irby  
County Clerk

BY: \_\_\_\_\_  
Honorable, Ken Cornell  
Chair

(SEAL)

APPROVED AS TO FORM:  
DocuSigned by:  
*David Forziano*  
70E5E81DBE1E4D3...  
Alachua County Attorney

## EXHIBIT 1

**Prepared by and Return to:**

Karen Ferguson, Esq.  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, Florida 32177

**ALACHUA COUNTY EASEMENT AGREEMENT  
Barr Hammock Well Monitoring Site**

This easement agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “Grantor”, and the St. Johns River Water Management District, a public body existing under Chapter 373, Florida Statutes, hereinafter referred to as “Grantee”.

WHEREAS, Grantor is the record owner of certain real property, known as Barr Hammock Preserve, located at 300 SE 175<sup>th</sup> Avenue, Micanopy, Florida in Alachua County, as depicted in the attached Exhibit “A” (Grantor’s Property), which is subject to use restrictions, easements and other recorded encumbrances.

WHEREAS, Grantor and Grantee have an interest in water supply planning efforts to protect, conserve and restore water resources in Alachua County for human and ecological uses, now and into the future, and both parties acknowledge that the activity of sampling well facilities is a valuable activity.

WHEREAS, Grantee desires to utilize those portions of Grantor’s Property described in Exhibit “B” (Easement Area) to construct, operate and maintain a well cluster monitoring site which includes the installation, construction, operation, maintenance, repair, replacement, and abandonment of groundwater monitoring wells and telemetry equipment, periodic collection of ground water data from the wells, and access through Grantor’s Property for the purpose of conducting the foregoing activities.

WHEREAS, Grantor is desirous of granting to Grantee an easement for those purposes.

NOW THEREFORE, for in in consideration of the terms, conditions, and mutual covenants hereinafter contained, Grantor and Grantee agree as follows:

Grantor grants to Grantee, its agents, representatives, contractors and employees the non-exclusive right, privilege, and permission to use those portions of Grantor’s Property depicted and described in Exhibit “B” (Easement Area), to construct, operate, maintain, repair, replace, and abandon groundwater monitoring wells, and to collect data from the wells, along with the right of ingress to and egress from the Easement Area for the purpose of exercising the rights and privileges granted herein (together, the Easement). Groundwater data will be collected periodically based on a schedule as determined by the capacity of data loggers to store data. Grantor does not warrant its title to the Grantor’s Property or the Easement Area.

1. All costs incurred or required for the construction, operation, maintenance, repair, replacement and abandonment of the Easement Area, the groundwater monitoring wells, and any other appurtenant infrastructure or equipment, shall be at the sole expense of the Grantee. Grantee represents and warrants that the exercise of Grantee’s right under this Easement Agreement will not cause or result in Grantor’s

Property or the Easement Area to be encumbered by liens of any type, including but not limited to construction liens.

2. Grantee shall not invite the general public to access, utilize or go upon the Easement Area.
3. Grantor grants to Grantee the Easement for a period of thirty (30) years from the date it is executed by the parties, unless otherwise amended in writing by the parties.
4. The Easement is subject to termination by the Grantor if the Easement Areas are not utilized by Grantee for the purposes outlined in this Easement for a period of one (1) year. In such event, Grantor shall provide Grantee 120 days written notice of its intent to terminate the Easement and Grantee shall be given 90 days to cure.
5. Grantor retains the right to use the Easement Areas in any manner not inconsistent with the rights granted to Grantee. Grantee acknowledges that Grantor's Property is currently a County park that is open to the public and is used for walking, hiking, bicycling and horseback riding. Grantee also acknowledges that Grantor's Property is primarily in an unimproved, natural state that may have hidden obstructions, thorns, poisonous snakes, or other natural or manmade objects which may be dangerous to humans. Grantor reserves the right to change its use of Grantor's Property without notice to Grantee, and makes no representations or warranties that the current use of the Grantor's Property will not change.
6. In consideration of the privileges herein granted, Grantee will indemnify, defend and hold harmless Grantor from and against any and all injuries, death, losses, actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) or omissions of the Grantee, or any of its directors, employees, contractors, representatives or agents, acting within the scope of their office or employment, in connection with the rights, obligations, responsibilities and duties of the Grantee under this Easement Agreement, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by the Grantee to indemnify the Grantor for the negligent acts or omissions of the Grantee, its commissioners, employees, contractors, representatives or agents, or for the acts of third parties. Grantee will also hold harmless Grantor from and against any loss, damage or injury caused by any third party to the infrastructure, equipment, or other property that Grantee constructs, installs or stores within the Easement Area. Grantee shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, F.S., and subject to that statute shall be solely responsible for the negligent acts or omissions of its directors, employees, contractors, representatives and agents. In the event of a claim by a third party, Grantee's insurance shall be deemed primary to Grantor's insurance.
7. Grantor does not warrant or represent that the Easement Areas are safe or suitable for the purposes for which Grantee is permitted to use them. **THE GRANTOR HAS NOT MADE, DOES NOT MAKE, AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS OF THE GRANTOR'S PROPERTY OR THE EASEMENT AREA FOR THE GRANTEE'S INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE EASEMENT AREA, AND THE GRANTEE AGREES THAT IT HAS NOT RECEIVE OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM THE**

**GRANTOR. The Grantee hereby acknowledges, agrees, represents and warrants that it has inspected the Easement Area and has, in its sole and exclusive discretion, determined that the Easement Area is suitable for the Grantee's intended uses of the Easement Area in its "AS-IS," "WHERE-IS" and "WITH ALL FAULTS" condition.**

8. Nothing contained herein shall be construed as a waiver by either the Grantor or the Grantee of its sovereign immunity, its limits of liability under section 768.28, Florida Statutes, or any other any limitation of liability that it may enjoy.
9. This Easement Agreement does not constitute a waiver of the Grantor's regulatory and policy powers and is entered into pursuant to its proprietary powers only.
10. Grantee shall give the Alachua County Environmental Protection Department – Office of Land Conservation and Management at least two (2) weeks notification prior to commencing construction of the groundwater monitoring wells within the Easement Area.
  - a. Grantee will restrict equipment and personnel to the Construction Easement depicted in Exhibit "B" during construction. After well installation is completed, Grantee shall restrict all activities and equipment to the Access Easement and Well Site Easement depicted in Exhibit "B".
  - b. Grantee may construct and install up to five wells, to be grouped within the 400 sq. ft. Well Site Easement depicted in Exhibit "B".
  - c. Grantee will provide a DHR-trained archaeological resource monitor onsite during well installation.
11. Grantee shall contact Alachua County Environmental Protection Department – Office of Land Conservation and Management prior to entering the Easement Area. If Grantee conducts any activities in the Easement Area through the use of a contractor, Grantee shall ensure that the contractor names the Grantor as an additional insured under the contractor's general liability policies and any other insurance policies as may be required to perform the work.
12. Grantee shall maintain the Easement Area gate in a secure and locked condition, and shall not invite the general public to access, utilize or go upon the Easement Area.
13. Grantee must repair any damage or degradation to Grantor-owned Property or infrastructure arising from Grantee's work. Grantee must return the Property and its facilities to the same or better condition as existed prior to Grantee's commencing work on the Property pursuant to this Agreement.
14. Grantee will not do anything, or allow its agents or invitees to do anything, which will result in any waste of the Property, or the creation of any hazardous conditions thereon, or any contamination of the groundwater.
15. Grantee shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required to complete any activities related to this Easement.

16. All records relating, in any manner whatsoever, to the project, which are in the possession of either party must be made available to the other party for inspection and copying upon written request, and shall be retained as required by Florida Statutes after the completion of all work to be performed; or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever shall be greater. Additionally, said records must be made available, upon request by either party, to any state, federal, or other regulatory authorities and any such authority may review, inspect and copy such records in accordance with Chapter 119, Florida Statutes.
17. Grantee will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required or authorized by this Agreement. Grantee is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If Grantee is not familiar with state and local laws, ordinances, code rules, and regulations, Grantee remains liable for any violation and all subsequent damages or fines.
18. Grantee will provide Grantor copies of the monitoring results, upon request.
19. Clearing vegetation during installation or removal of the monitoring equipment without the consent of the Office of Land Conservation and Management is prohibited.
20. Grantor shall not physically disturb the well casings, data loggers, or covers (water meter boxes) in any way without prior approval from Grantee.
21. Upon termination of the Easement, Grantee shall remove all equipment, accessories, and materials owned by Grantee from the Easement Areas. Upon termination of the Easement, each well will become a fixture on the well site which the Grantee will plug pursuant to Section 40C-3.531, F.A.C., and Grantee will restore said Easement Areas to as good a condition as it was before Grantee entered upon them. Grantee will complete the abandonment, removal, plugging, and restoration within ninety days of the date upon which Grantee ceases its operations on the Easement Areas.
22. Alternatively, should Grantor elect to maintain one or more wells for its own use prior to abandonment of any well by Grantee, the well(s) will remain unplugged and Grantor thereafter agrees to assume full responsibility for same.
23. This Easement shall not be assigned or transferred without prior written approval of Grantor.
24. After approval and execution by both the Grantor and the Grantee, the Grantee may record this Easement Agreement in the Official Public Records of Alachua County, Florida.
25. This Easement Agreement shall not be construed more strictly against one party than against the other for any reason, including the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Easement Agreement.

26. This Easement Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. The parties agree that an electronic version of this Easement Agreement shall have the same legal effect and enforceability as a paper version. The parties further agree that this Easement Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The Grantor shall determine the means and methods by which electronic signatures may be used to execute this Easement Agreement and shall provide the Grantee with instructions on how to use said method. Delivery of this Easement Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
27. This Easement Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising from this Easement Agreement shall be in Alachua County, Florida.
28. This Easement embodies the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This instrument may be amended or modified by an instrument of equal formality signed by the respective parties.



29. For purposes of this Easement, all notifications shall be in writing as otherwise designated by the parties:

Hydrologist PG/PE  
Bureau of Water Resource Information  
St. Johns River Water  
Management District  
4049 Reid Street  
Palatka, FL 32177

[GFoster@sjrwmd.com](mailto:GFoster@sjrwmd.com) 386-329-4421

Clerk of the Court  
Alachua County Florida  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
Attn: Finance and Accounting

Environmental Protection Department  
Office of Land Conservation and  
Management  
408 West University Avenue, Suite 106  
Gainesville, FL 32601  
Attn: Program Manager

Director, Real Estate Services  
St. Johns River Water Management  
District  
4049 Reid Street  
Palatka, FL 32177

[stheus@sjrwmd.com](mailto:stheus@sjrwmd.com) 386-312-2342

Procurement Division  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
Attn: Contracts

(The remainder of this page was intentionally left blank.)  
Signature pages follow



IN WITNESS WHEREOF, the parties have executed this Easement Agreement on the day and year set forth below, the last of which shall be inserted at the top of the first page hereof.

**ATTEST:**

**GRANTOR**

**ALACHUA COUNTY, FLORIDA**

\_\_\_\_\_  
By: J.K. "Jess" Irby, Esq., Clerk

\_\_\_\_\_  
By: Ken Cornell, Chair  
Board of County Commissioners  
Date: \_\_\_\_\_

Approved as to Form

DocuSigned by:



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\_\_\_\_\_  
Alachua County Attorney's Office

**ATTEST:**

**GRANTEE**

**ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT**

\_\_\_\_\_  
By: Mary Ellen Winkler, General Counsel

\_\_\_\_\_  
By: Michael A. Register, P.E., Executive Director

Date: \_\_\_\_\_

Approved as to form and content:



\_\_\_\_\_  
Karen Ferguson, Assistant General Counsel

## **Exhibit A**

### **Legal Description – Grantor's Property**

The West half of the Northwest quarter and the Northeast quarter of the Southwest quarter and the East 11-1/2 Chains of the West half of the Southwest quarter, all lying North of the graded road, in Section 33, Township 11 South, Range 20 East, Alachua County, Florida.

Exhibit B – Legal Descriptions and Sketches - Easement Area

SKETCH OF DESCRIPTION

An Easement situated in Section 33, Township 11 South, Range 20 East, Alachua County, Florida.

A ten foot wide easement for ingress and egress, lying 5 feet on both sides of the following described centerline.

**Commence** at the Northwest corner of the SW 1/4 of said Section 33; Thence North 89°17'52" East, a distance of 629.30 feet; Thence South 00°47'39" East, a distance of 359.90 feet to the Northerly Right of Way line of SE 175<sup>th</sup> Avenue; Thence North 72°26'36" East along said Northerly Right of Way, a distance of 602.07 feet to the **Point of Beginning**; Thence North 15°39'23" West departing said Northerly Right of Way line, a distance of 59.93 feet to a point on a curve to the right, having a radius of 71.58 feet; Thence along the arc of said curve through a central angle of 56°10'11", an arc distance of 70.17 feet and a chord bearing and distance of North 12°25'43" East, 67.39 feet; Thence North 46°08'06" East, a distance of 54.10 feet to a point on a curve to the left, having a radius of 99.12 feet; Thence along the arc of said curve through a central angle of 47°18'50", an arc distance of 81.85 feet and a chord bearing and distance of North 22°28'42" East, 79.55 feet; Thence North 00°05'07" East, a distance of 343.85 feet to a point on a curve to the left, having a radius of 46.02 feet; Thence along the arc of said curve through a central angle of 94°11'50", an arc distance of 75.66 feet and a chord bearing and distance of North 47°00'48" West, 67.42 feet; Thence South 82°15'45" West, a distance of 110.75 feet to the **Point of Terminus**.

Containing 0.18 Acres, More or Less.

**POINT OF TERMINUS**  
Access Easement  
S82° 15' 45"W 110.75'

Construction easement-  
See Page 2

Well Site easement-  
See Page 3  
CHORD = N47° 00' 48"W 67.42'

N0° 05' 07"E 343.85'

L=81.85', R=99.12'  
Δ=47°18'50"  
CHORD = N22° 28' 42"E 79.55'

N46° 08' 06"E 54.10'  
L=70.17', R=71.58'  
Δ=56°10'11"  
CHORD = N12° 25' 43"E 67.39'

N15° 39' 23"W 59.93'

N72° 26' 36"E 602.07'

SE 175TH AVENUE

N89° 17' 52"E 629.30'

**POINT OF COMMENCEMENT**  
NW CORNER OF THE SW 1/4 OF  
SECTION 33, TOWNSHIP 11, RANGE 20 EAST,  
ALACHUA COUNTY, FLORIDA.  
AS PER CERTIFIED CORNER RECORD # 100692

NOTES:  
1. ALL BEARINGS AND COORDINATES ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, PER THE FLORIDA DEPARTMENT OF TRANSPORTATION, 1983 EDITION.  
2. THIS SKETCH MAY HAVE BEEN SHRUNKEN OR ENLARGED FROM THE ORIGINAL AND MAY NOT BE TO SCALE.  
3. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY AND HAS NOT BEEN FIELD VERIFIED.  
4. SOURCES OF INFORMATION: DEEDS OF RECORD, ALACHUA COUNTY, FLORIDA, CERTIFIED CORNER RECORD # 100692

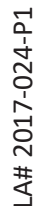
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT 1100 N. W. 11th Avenue, Suite 100 Gainesville, FL 32609	
DATE: 11/15/2017	FIELD WORK DATE: 11/15/2017
DRAWN BY: [Signature]	CHECKED BY: [Signature]
INCH: 1/4"	FOOT: 1/4"

BARR HAMMOCK MONITORING WELL SITE SECTION 33, TOWNSHIP 11 SOUTH, RANGE 20 EAST ALACHUA COUNTY, FLORIDA	
--	--

REVISION	DATE	DESCRIPTION	WORK ORDER NUMBER

DATE: 11-14-21	DATE: 11-14-21
FLORIDA COUNTY: ALACHUA	FLORIDA COUNTY: ALACHUA
SHEET: 1 of 3	SHEET: 1 of 3

**Commence** at the Northwest corner of the SW 1/4 of said Section 33; Thence North 89°17'52" East, a distance of 629.30 Feet; Thence South 00°47'39" East, a distance of 359.90 feet to the Northerly Right of Way line of SE 175<sup>th</sup> Avenue; Thence North 72°26'36" East along said Northerly Right of Way, a distance of 602.07 feet; Thence North 15°39'23" West departing said Northerly Right of Way line, a distance of 59.93 feet to a point on a curve to the right, having a radius of 71.58 feet; Thence along the arc of said curve through a central angle of 56°10'11", an arc distance of 70.17 feet and a chord bearing and distance of North 12°25'43" East, 67.39 feet; Thence North 46°08'06" East, a distance of 54.10 feet to a point on a curve to the left, having a radius of 99.12 feet; Thence along the arc of said curve through a central angle of 47°18'50", an arc distance of 81.85 feet and a chord bearing and distance of North 22°28'42" East, 79.55 feet; Thence North 00°05'07" East, a distance of 343.85 feet to a point on a curve to the left, having a radius of 46.02 feet; Thence along the arc of said curve through a central angle of 94°11'50", an arc distance of 75.66 feet and a chord bearing and distance of North 47°00'48" West, 67.42 feet; Thence South 82°15'45" West, a distance of 14.81 feet; Thence North 01°24'21" West, a distance of 83.68 feet to the **Point of Beginning**; Thence North 90°00'00" West, a distance of 102.65 feet; Thence South 02°40'54" West, a distance of 72.65 feet; Thence North 89°43'11" West, a distance of 22.47 feet; Thence North 41°57'14" West, a distance of 25.54 feet; Thence South 42°21'24" West, a distance of 16.49 feet; Thence South 33°15'11" East, a distance of 61.48 feet; Thence South 04°21'55" East, a distance of 47.20 feet; Thence North 87°54'36" East, a distance of 32.77 feet; Thence North 00°39'36" West, a distance of 40.78 feet; Thence North 79°42'02" East, a distance of 91.19 feet; Thence North 01°24'21" West, a distance of 105.87 feet to the **Point of Beginning**.  
Containing 0.36 Acres, More or Less.





# SKETCH OF DESCRIPTION

An Easement for a monitoring well site situated in Section 33, Township 11 South, Range 20 East, Alachua County, Florida.

An easement for Monitoring Well Site, being more particularly described as follows.

**Commence** at the Northwest corner of the SW 1/4 of said Section 33; Thence North 89°17'52" East, a distance of 629.30 Feet; Thence South 00°47'39" East, a distance of 359.90 feet to the Northerly Right of Way line of SE 175<sup>th</sup> Avenue; Thence North 72°26'36" East along said Northerly Right of Way line, a distance of 602.07 feet; Thence North 15°39'23" West departing said Northerly Right of Way line, a distance of 59.93 feet to a point on a curve to the right, having a radius of 71.58 feet; Thence along the arc of said curve through a central angle of 56°10'11", an arc distance of 70.17 feet and a chord bearing and distance of North 12°25'43" East, 67.39 feet; Thence North 46°08'06" East, a distance of 54.10 feet to a point on a curve to the left, having a radius of 99.12 feet; Thence along the arc of said curve through a central angle of 47°18'50", an arc distance of 81.85 feet and a chord bearing and distance of North 22°28'42" East, 79.55 feet; Thence North 00°05'07" East, a distance of 343.85 feet to a point on a curve to the left, having a radius of 46.02 feet; Thence along the arc of said curve through a central angle of 94°11'50", an arc distance of 75.66 feet and a chord bearing and distance of North 47°00'48" West, 67.42 feet; Thence South 82°15'45" West, a distance of 110.75 feet; Thence North 00°00'00" East, a distance of 10.00 feet to the **Point of Beginning**; Thence North 90°00'00" West, a distance of 20.00 feet; Thence South 00°00'00" East, a distance of 20.00 feet; Thence North 90°00'00" East, a distance of 20.00 feet; Thence North 00°00'00" East, a distance of 20.00 feet to the **Point of Beginning**.

Containing 400 Sq. Ft or 0.09 Acres, More or Less.

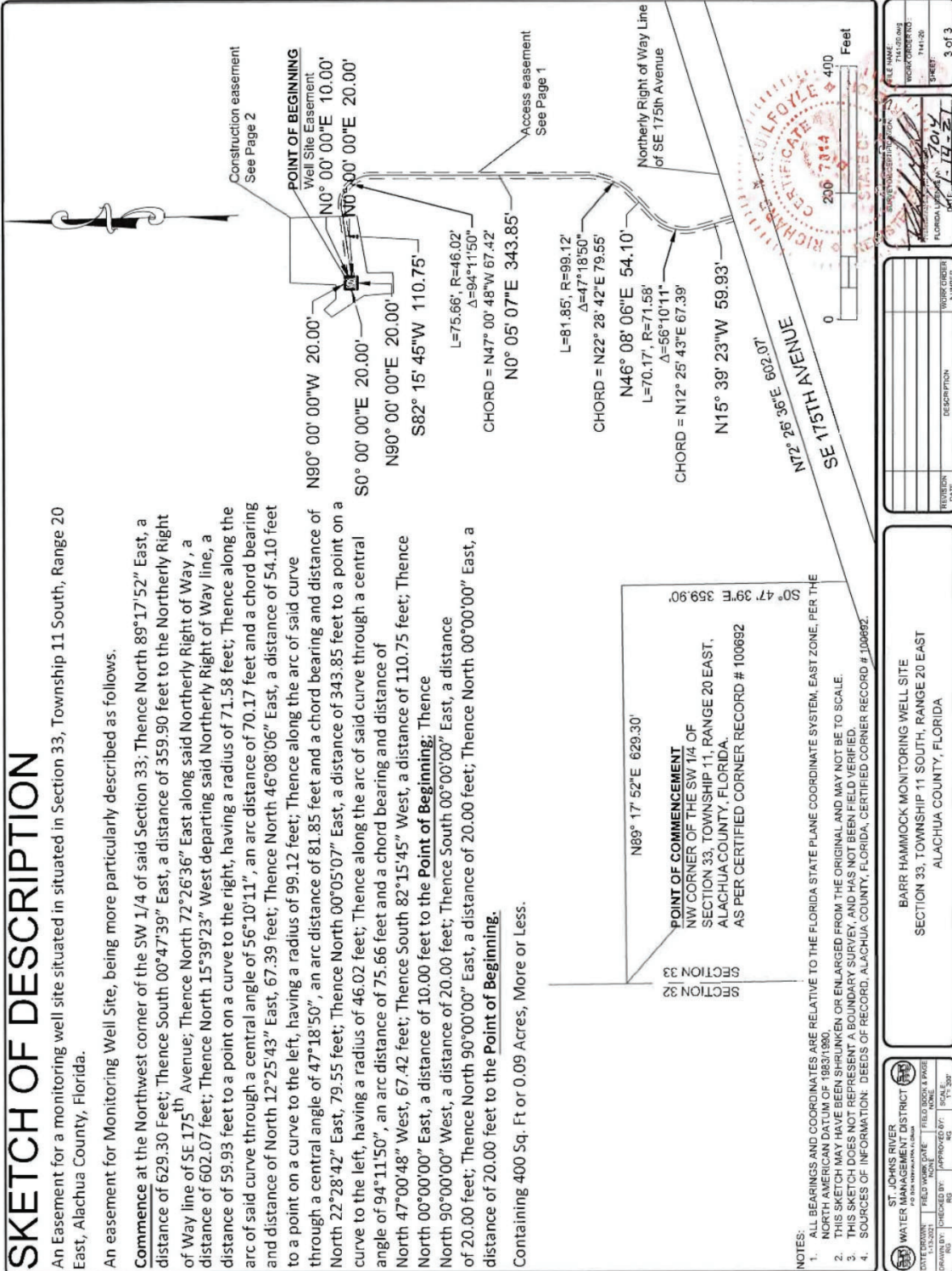


EXHIBIT ' B" Page 3 of 3