

AmeriTitle  
MTC 11/6/16 AM

2016-007470  
Klamath County, Oregon  
07/14/2016 03:15:31 PM  
Fee: \$97.00

Filed for Record at Request of and  
copy returned to:

Buckley Law P.C.  
Attn: John T. Witherspoon  
5300 Meadows Rd., Ste. 200  
Lake Oswego, OR 97035

---

## EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Agreement") is effectively dated the 24th day of June, 2016 ("Effective Date"), by and between KLAMATH FALLS CITY SCHOOL DISTRICT ("Grantor") and CH TOWN & COUNTRY, LLC, a Delaware limited liability company ("Grantee").

A. Grantor owns the real property legally described in the attached Exhibit A ("School Property"), which is generally located at 2450 Summers Lane, Klamath Falls, Oregon.

B. Grantee owns the real property adjacent to the School Property, legally described in the attached Exhibit B ("Shopping Center Property"), which is generally located at 3842 South 6<sup>th</sup> Street, Klamath Falls, Oregon.

C. Grantor and Grantee desire for the Grantor to grant an easement to the Grantee as further described in this Agreement for the use of the loading dock, stairs, and related vehicles in the area described and depicted on Exhibit C ("Loading Area") and any encroachments from the Shopping Center Property on the School Property.

NOW, THEREFORE, in consideration of \$2,500 and certain other agreements between the parties, it is mutually agreed by and between Grantee and Grantor as set forth below:

1. **Grant of Loading Area Easement.** Grantor hereby grants to Grantee an exclusive easement over, under, and across the Loading Area for the use of the loading dock and stairs, to place a trash receptical and to park a truck, trailer, or other vehicle in the Loading Area. Without limiting such uses, the Grantee may repair, maintain, and replace the improvements located within the Loading Area.

2. **Encroachments.** Grantor hereby grants an easement for any encroachments existing as of the date of this Agreement from or related to the improvements on the Shopping

Center Property to remain on the School Property and for the Grantee to maintain, repair, and replace any such pre-existing encroachments.

3. **Consents Obtained.** Grantor and Grantee each represent and warrant to the other that each party has obtained all necessary consents and approvals to enter into this Agreement, or that no such consent or approval is required, including without limitation from any tenant of or holder of any security interest in any such property.

4. **Miscellaneous Provisions.**

(a) **Term.** The term of this Agreement is to the extent permitted by law perpetual. In the event that the term violates the rule against perpetuities or any other similar rule or law, then the term of this Agreement is for later of the time permitted under law, twenty-one years after the last life in being, or, if longer, twenty-one years after the life in being of the youngest lineal descendant of the Queen of England living as of the date of this Declaration.

(b) **Successors and Assigns.** The terms, covenants and conditions contained in this Agreement are binding upon Grantor, Grantee, any other person having any interest in the School Property and the Shopping Center Property, and any legal representatives, successors, assigns, tenants, and other occupants. Grantee may freely assign to, license to, dedicate to, and authorize the use of the rights in this Agreement by tenants, occupants, utility provider, or others having an interest in the Shopping Center Property.

(c) **Covenant to Run with Land.** This Agreement is a covenant which runs with, burdens, and benefits real property described in this Agreement. The rights of the Grantee under this Agreement are divisible as the Grantee may determine in the event that the Shopping Center Property is sold or otherwise transferred as separate parcels.

(d) **No Waiver.** The waiver by any party of any right granted to it under this Agreement is not a waiver of any other right. No waiver is effective unless in writing and executed by the party against whom such waiver is sought.

(e) **Severability.** Invalidation of any term or condition of this Agreement by judgment or court order does affect any other provision, which remain in full force and effect.

(f) **Incorporation.** The above recitals and all exhibits to this Agreement are hereby incorporated by this reference. This Agreement, including all exhibits, is the entire agreement between the parties with respect to the subject matter. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. This Agreement is not intended to modify, amend, or replace any other instruments or agreements in the real property records or that otherwise affect the real property.

(g) Recording. This Agreement may be recorded by any party without any further consent of the other.

(h) Counterparts. This Agreement may be signed and recorded in counterparts.

This Agreement is entered into effective as of the Effective Date.

**GRANTOR:**

KLAMATH FALLS CITY SCHOOL  
DISTRICT

By: Paul Hillyer  
Its: Superintendent

**GRANTEE:**

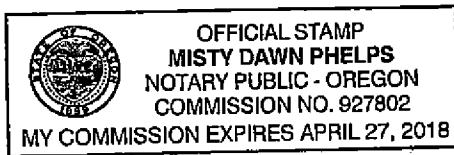
CH TOWN & COUNTRY, LLC, a Delaware  
limited liability company

By: [Signature]  
Its: Manager

STATE OF Oregon )  
COUNTY OF Klamath ) ss:

The foregoing instrument was acknowledged before me this 29 day of June,  
2016, by Paul Hillyer, as Superintendent on behalf of KLAMATH  
FALLS CITY SCHOOL DISTRICT.

Misty Dawn Phelps  
Notary Public for Oregon  
My commission expires: April 27, 2016



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ on behalf of CH TOWN &  
COUNTRY, LLC, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

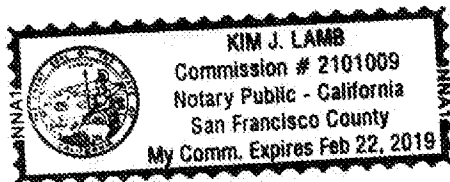
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of San Francisco )  
 On 7/8/2016 before me, Kim Lamb, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Graham H. Chernoff  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Easement Agreement Document Date: 6/24/2016  
 Number of Pages: 9/15 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☒ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

**EXHIBIT A  
LEGAL DESCRIPTION  
SCHOOL PROPERTY**

A tract of land situated in the NE1/4 SE1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the intersection of the west line of Summers Lane and the south line of a 20 foot wide alley described as Parcel #2 and conveyed to Klamath County by Deed Volume 295 at page 135, said point being S.89°52'00"W., a distance of 30.00 feet and S.01°14'00"E., 192.03 feet from the brass monument which marks the quarter section corner common to Sections 2 and 3 of said Township 39 South, Range 9 East; thence continuing S.01°14'00"E. along the west line of Summers Lane to its intersection with the northeasterly line of the O.C. & E. Railroad right of way (100' wide); thence N.67°41'00"W. along said northeasterly line of said O.C. & E. Railroad right of way to an iron pipe from which the brass monument marking and accepted as the easterly quarter section corner of said Section 3, bears N.50°50'20"E., a distance of 1273.34 feet; thence N.53°42'15"E., a distance of 304.44 feet along a line shown on record of survey No. 1194 and described in Deed Volume M69 at page 148; thence N.00°20'55"W., a distance of 402.04 feet along a line shown on record of survey No. 1194 and described in Deed Volume M69 at page 148, to a point on the southerly boundary of Parcel #1 conveyed to Klamath County, Oregon for public road purposes by said Deed Volume 295 at page 135; thence southeasterly along said southerly line and the south line of the 20 foot wide alley described as Parcel 2 of said Deed Volume 295 at page 135, to the Point of Beginning. Bearings are based on record of survey No. 955 and No. 1194.

**EXHIBIT B  
LEGAL DESCRIPTION  
SHOPPING CENTER PROPERTY**

Real property in the City of Klamath Falls, County of Klamath, State of Oregon, described as follows:

**PARCEL 1:**

A PORTION OF THE NORTHEAST QUARTER SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF SOUTH SIXTH STREET AS PRESENTLY LOCATED AND CONSTRUCTED, WHICH BEARS SOUTH 0° 22' 15" EAST A DISTANCE OF 48.5 FEET FROM THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER SOUTHEAST QUARTER; THENCE EASTERLY, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 142.5 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLES TO SAID RIGHT OF WAY LINE A DISTANCE OF 460.0 FEET TO A POINT; THENCE WEST, PARALLEL TO SAID RIGHT OF WAY LINE, A DISTANCE OF 142.5 FEET, MORE OR LESS, TO THE WEST LINE OF SAID NORTHEAST QUARTER SOUTHEAST QUARTER; THENCE NORTH ALONG SAID WEST LINE A DISTANCE OF 460.0 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST ONE-FOURTH CORNER OF SAID SECTION 3; THENCE SOUTH 89° 52' WEST 1,275.74 FEET; THENCE SOUTH 00° 21' 47" EAST 54.10 FEET TO A ONE-HALF INCH PIPE ON THE SOUTHERLY RIGHT OF WAY LINE OF THE DALLES-CALIFORNIA HIGHWAY MARKING THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED VOLUME 251 AT PAGE 162, AS RECORDED IN THE KLAMATH COUNTY DEED RECORDS; THENCE CONTINUING SOUTH 00° 21' 47" EAST ALONG THE EAST LINE OF SAID PARCEL DESCRIBED IN SAID DEED VOLUME 251 AT PAGE 162, 233.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00° 21' 47" EAST ALONG SAID LINE 395.64 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE OREGON-CALIFORNIA AND EASTERN RAILWAY COMPANY; THENCE NORTH 67° 41' WEST ALONG SAID RIGHT OF WAY LINE 156.57 FEET (162 FEET BY RECORD); THENCE NORTH 00° 55' 30" WEST ALONG THE WEST LINE OF SAID PARCEL DESCRIBED IN SAID DEED VOLUME 251 AT PAGE 162, 334.24 FEET; THENCE NORTH 89° 14' EAST 147.71 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION WITH BEARINGS BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 AS BEING SOUTH 01° 14' EAST.

**PARCEL 3:**

A PORTION OF THE NORTHWEST QUARTER SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ONE-HALF INCH IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF SOUTH SIXTH STREET, AS THE SAME IS PRESENTLY LOCATED AND CONSTRUCTED, SAID POINT BEING ON THE WEST LINE OF TRACT OF LAND DEEDED TO MILLER BY DEED VOLUME 251 AT PAGE 162 AND THE EAST LINE OF A TRACT OF LAND DEEDED TO WHEELER BY DEED VOLUME 142 AT PAGE 349, KLAMATH COUNTY DEED RECORDS; THENCE SOUTH 0° 55' 30" EAST ALONG THE LINE BETWEEN THE TWO ABOVE DESCRIBED TRACTS A DISTANCE OF 341.6 FEET TO A 5/8 INCH IRON PIN MARKING THE SOUTHEAST CORNER OF A TRACT OF LAND DEED TO UNITED STATES NATIONAL BANK OF OREGON BY DEED RECORDED IN VOLUME M-72 AT PAGE 13690, DEED RECORDS OF KLAMATH COUNTY, OREGON, AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 0° 55' 30" EAST A DISTANCE OF 225.64 FEET, MORE OR LESS, TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE O.C. & E. RAILROAD; THENCE NORTH 67° 41' WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 148.11 FEET TO THE SOUTHWEST CORNER OF SAID WHEELER TRACT; THENCE NORTH 0° 55' 30" WEST ALONG THE WEST LINE OF SAID WHEELER TRACT, A DISTANCE OF 167.58 FEET TO THE SOUTHWEST CORNER OF SAID UNITED STATES NATIONAL BANK TRACT; THENCE NORTH 89° 14' EAST ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 136.09 FEET TO THE POINT OF BEGINNING.

**PARCEL 4:**

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON PIN WHICH BEARS SOUTH 89° 52' WEST A DISTANCE OF 745.73 FEET AND SOUTH 0° 20' 55" EAST A DISTANCE OF 220.16 FEET FROM THE BRASS CAP MONUMENT MARKING THE EAST QUARTER CORNER OF SECTION 3, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, SAID BEGINNING POINT ALSO BEING ON THE SOUTH LINE OF TRACT DESCRIBED AS PARCEL #1 IN DEED FROM KLAMATH COUNTY SCHOOL DISTRICT TO KLAMATH COUNTY, RECORDED IN VOLUME 295 AT PAGE 135, DEED RECORDS OF KLAMATH COUNTY, OREGON; THENCE CONTINUING FROM SAID BEGINNING POINT SOUTH 0° 20' 55" EAST ALONG A LINE PARALLEL TO SAID 4.0 FEET DISTANT EASTERLY, WHEN MEASURED AT RIGHT ANGLES TO, FROM THE EXISTING EASTERLY WALL OF THE PAYLESS DRUG STORE BUILDING AS THE SAME IS PRESENTLY LOCATED AND CONSTRUCTED, A DISTANCE OF 402.04 FEET TO 1/2 INCH IRON PIPE; THENCE SOUTH 53° 42' 15" WEST A



DISTANCE OF 304.44 FEET, MORE OR LESS TO A ½ INCH IRON PIPE ON THE NORTHEASTERLY BOUNDARY OF THE O.C. & E. RAILROAD RIGHT OF WAY AS THE SAME IS PRESENTLY LOCATED AND CONSTRUCTED AND FROM WHICH POINT THE AFORESAID MONUMENT MARKING THE EAST QUARTER CORNER OF SAID SECTION 3 BEARS NORTH 50° 50' 20" EAST A DISTANCE OF 1273.34 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY BOUNDARY OF THE O.C. & E. RAILROAD RIGHT OF WAY A DISTANCE OF 299.5 FEET, MORE OR LESS, TO THE WEST LINE OF SAID NORTHEAST QUARTER SOUTHEAST QUARTER; THENCE NORTH ALONG SAID WEST LINE A DISTANCE OF 186.5 FEET, MORE OR LESS, TO A POINT ON SAID WEST LINE WHICH BEARS SOUTH 0° 22' 15" EAST A DISTANCE OF 460.0 FEET FROM THE SOUTHERLY BOUNDARY LINE OF THE RELOCATED RIGHT OF WAY OF KLAMATH FALLS-LAKEVIEW HIGHWAY; THENCE EASTERLY, PARALLEL WITH SAID HIGHWAY RIGHT OF WAY LINE A DISTANCE OF 142.5 FEET TO A POINT; THENCE NORTH, PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER SOUTHEAST QUARTER, A DISTANCE OF 460.0 FEET, MORE OR LESS, TO THE SOUTHERLY BOUNDARY OF SAID RELOCATED HIGHWAY RIGHT OF WAY; THENCE EASTERLY ALONG SAID RELOCATED RIGHT OF WAY LINE A DISTANCE OF 387.7 FEET, MORE OR LESS, TO A POINT WHICH BEARS NORTH 0° 20' 55" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 0° 20' 55" EAST A DISTANCE OF 174.66 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 5:

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS SOUTH 01° 14' EAST A DISTANCE OF 55.03 FEET AND SOUTH 89° 14' WEST A DISTANCE OF 580.0 FEET FROM THE QUARTER OF SECTION CORNER COMMON TO SECTIONS 2 AND 3, SAID TOWNSHIP AND RANGE, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF SOUTH SIXTH STREET AS PRESENTLY LOCATED AND CONSTRUCTED; THENCE CONTINUING SOUTH 89° 14' WEST ALONG SAID SOUTH RIGHT OF WAY LINE DISTANCE OF 129.4 FEET TO THE NORTHWEST CORNER OF THIS DESCRIPTION; THENCE SOUTH 0° 18' EAST A DISTANCE OF 137.0 FEET TO AN IRON PIN; THENCE NORTH 89° 14' EAST A DISTANCE OF 131.9 FEET TO AN IRON PIN; THENCE NORTH 01° 14' WEST A DISTANCE OF 137.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING A STRIP OF LAND 8 FEET WIDE RUNNING NORTH AND SOUTH ON THE WEST SIDE OF SAID PARCEL RESERVED FOR SIDEWALK PURPOSES.

TOGETHER WITH ANY APPURTENANT RIGHTS CONTAINED IN EASEMENT RECORDED NOVEMBER 28, 1925 IN VOLUME 68, PAGE 593, DEED RECORDS OF KLAMATH COUNTY, OREGON.

ALSO TOGETHER WITH ANY APPURTENANT RIGHTS CONTAINED IN EASEMENT RECORDED AUGUST 8, 1957 IN VOLUME 293, PAGE 442, DEED RECORDS OF KLAMATH COUNTY, OREGON.

ALSO TOGETHER WITH ANY APPURTENANT RIGHTS CONTAINED IN DEED AND EASEMENT RECORDED AUGUST 8, 1957 IN VOLUME 293, PAGE 442, DEED RECORDS OF KLAMATH COUNTY, OREGON.

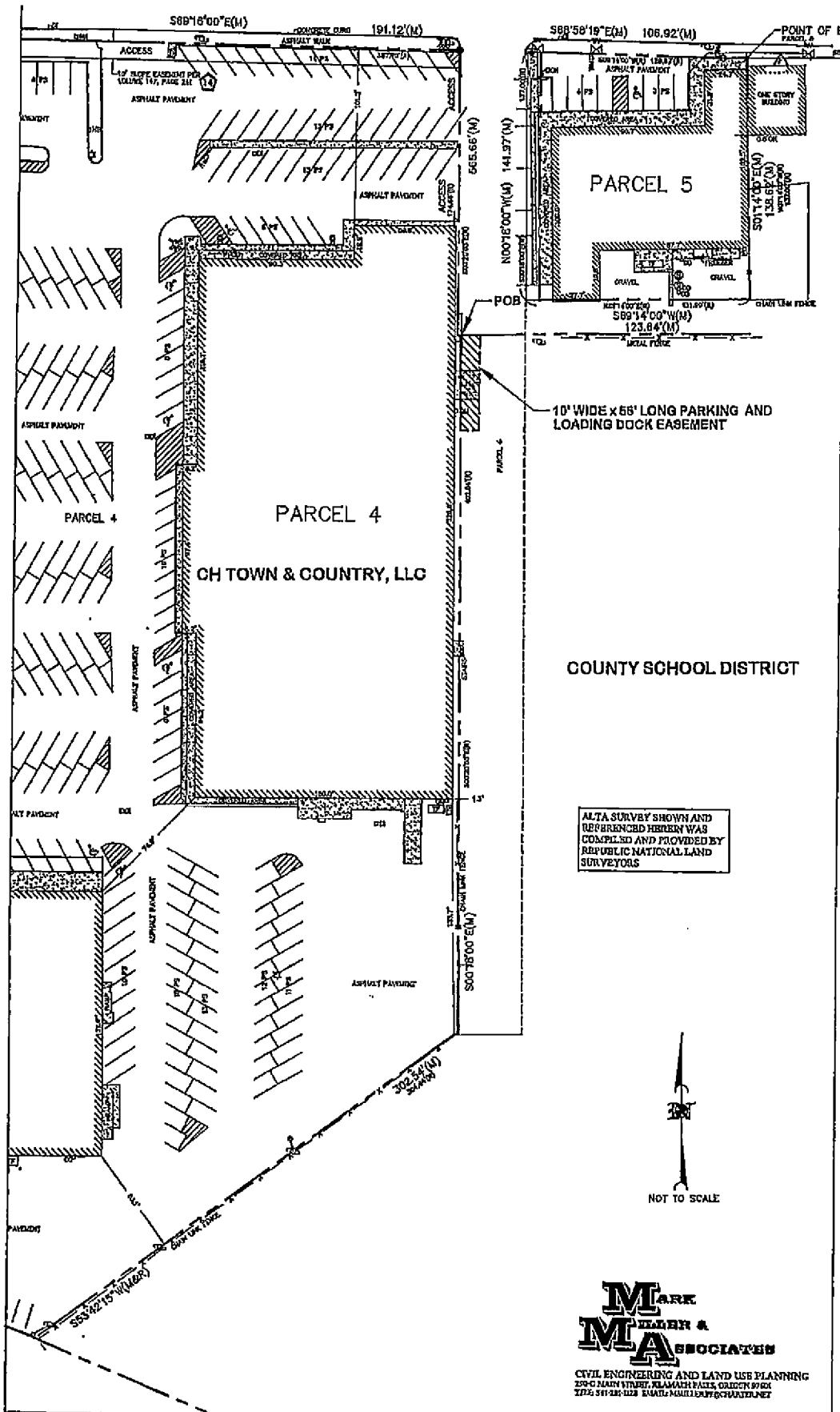
ALSO TOGETHER WITH ANY APPURTENANT RIGHTS CONTAINED IN EASEMENT RECORDED AUGUST 8, 1957 IN VOLUME 293, PAGE 435, DEED RECORDS OF KLAMATH COUNTY, OREGON.

ALSO TOGETHER WITH ANY APPURTENANT RIGHTS CONTAINED IN WARRANTY DEED RECORDED SEPTEMBER 24, 1971 IN VOLUME M-71, PAGE 10169, DEED RECORDS OF KLAMATH COUNTY, OREGON.

ALSO TOGETHER WITH ANY APPURTENANT RIGHTS CONTAINED IN WARRANTY DEED  
RECORDED NOVEMBER 28, 1972 IN VOLUME M-72, PAGE 13690, DEED RECORDS OF KLAMATH  
COUNTY, OREGON.

DBA ER

# **EXHIBIT C** **DEPICTION AND LEGAL DESCRIPTION** **LOADING AREA**



**MARK**  
**MA**  
**ASSOCIATES**

CIVIL ENGINEERING AND LAND USE PLANNING  
 2700 MAIN STREET, FLAMINGO PARK, CROFTON, MD 21114  
 TEL: 410-281-1122 FAX: 410-281-1123

## **PARKING AND LOADING DOCK EASEMENT**

A 10 FOOT WIDE STRIP OF LAND FOR USE AS A PARKING AND LOADING DOCK EASEMENT SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS SOUTH 89° 52' WEST A DISTANCE OF 745.73 FEET AND SOUTH 0° 20' 55" EAST A DISTANCE OF 220.16 FEET FROM THE BRASS CAP MONUMENT MARKING THE EAST QUARTER CORNER OF SECTION 3, TOWNSHIP 39 SOUTH RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, SAID BEGINNING POINT ALSO BEING ON THE SOUTH LINE OF TRACT DESCRIBED AS PARCEL #1 IN DEED FROM KLAMATH COUNTY SCHOOL DISTRICT TO KLAMATH COUNTY, RECORDED IN VOLUME 295 AT PAGE 135, DEED RECORDS OF KLAMATH COUNTY, OREGON; THENCE, SOUTH 0° 20' 55" EAST ALONG A LINE PARALLEL TO THE EXISTING EASTERLY WALL OF THE BIG LOTS STORE BUILDING, AS THE SAME IS PRESENTLY LOCATED AND CONSTRUCTED, 4 FEET DISTANT EASTERLY, WHEN MEASURED AT RIGHT ANGLES TO, A DISTANCE OF 56 FEET; THENCE NORTH 89° 14' EAST A DISTANCE OF 10 FEET; THENCE, NORTH 0° 20' 55" WEST A DISTANCE OF 56 FEET; THENCE, SOUTH 89° 14' WEST A DISTANCE OF 10 FEET TO THE POINT OF BEGINNING; CONTAINING 400 SQUARE FEET, MORE OR LESS.