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STATE OF WISCONSIN } ss.

Received this 14th day of July A. D. 2015 at 8:45 o'clock A M and recorded in Vol. 60 of RRM on page 890 - 902

[Signature]
Secretary
Department of Financial Institutions



DOCUMENT
1749457
RECORDED
At Kenosha County, Kenosha WI 53140
JoEllyn M. Storz, Register of Deeds
May 27, 2015 2:01 PM
\$30.00
Page 13

**RECREATIONAL TRAIL
AND SLOPE EASEMENT No.41238**

This space is reserved for recording data

Return to
GARY SIPSMA
KENOSHA COUNTY DPW
19600 - 75TH ST, SUITE 122-1
BRISTOL, WI 53104

Date: May 4, 2015.

Parcel Identification Number/Tax Key Number
92-4-122-204-5000
13 92-4-12-212-5000

In consideration of the sum of TEN and No/100 Dollars (\$10.00), the receipt whereof is hereby acknowledged,

SOO LINE RAILROAD COMPANY, a Minnesota corporation doing business as Canadian Pacific, of 120 South Sixth Street, Suite 900, Minneapolis, Minnesota 55402, ("**Grantor**")

hereby grants and conveys unto

KENOSHA COUNTY WISCONSIN, of 912 56th Street, Kenosha, Wisconsin 53140 ("**Grantee**"),

easements conditioned and for the purposes as set forth herein (collectively, the "**Easement**"):

1.0 **DESCRIPTION OF EASEMENT AREAS:** The Easement is granted over, under, across and through property in

KENOSHA COUNTY, WISCONSIN

in the areas that are described in Exhibit A in respect to the Trail (defined in Section 2), the "**Trail Easement Area**," and described in Exhibit B in respect to the Slopes (also defined in Section 2,) the "**Slope Easement Area**." The Trail Easement Area and the Slope Easement Area are collectively referred to herein as the "**Easement Areas**."

2.0 PURPOSES:

- 2.1.A. Trail: The use of the Trail Easement Area shall be limited to the installation, construction, maintenance, repair, replacement, and use of a pathway for pedestrians, cyclists, and other recreational non-motorized uses, the "Trail".
- B. Slope: The use of the Slope Easement Area shall be limited to the right to cut and/or fill slopes, including for such purposes the right to operate the necessary equipment thereon, and the right to ingress and egress as long as required for such purpose, including the right to maintain the slopes.
- C. Maintenance: As used in the preceding sections 2.1.A and B, "maintenance" shall include the right of Grantee to preserve, remove or plant thereof any vegetation that the Grantee may deem necessary or desirable to prevent erosion of soil or beautify the Trail, but excluding plantings that limit or interfere the line of sight of persons or motorists crossing Grantor's railroad tracks on the Trail or County Trunk Highway H.

3.0 RESERVATIONS:

- 3.1 A. Grantor's railroad operations, tracks and facilities shall be deemed superior to the rights granted herein for Trail and Slope purposes and Grantor reserves the right and privilege to construct additional tracks or facilities as may be required for railroad traffic, operations or safety.
- B. Nothing herein shall be construed to allow a non-government owned utility company to construct, maintain, repair or replace pipes, wires or other items upon or across the Easement Areas.
- 3.2 Grantor reserves:
- A. fee title to the Easement Areas to itself; Grantee's maintenance and use of the Easement Areas, however long continued, shall not vest in the Grantee rights adverse to those of the Grantor other than those granted by this Easement;
- B. the right to permit other parties to use the Easement Areas in a manner that does not unreasonably interfere with the Grantee's use of the Easement Areas pursuant to this Easement;
- C. the right of incidental use of the Easement Areas in a manner that does not unreasonably interfere with the Grantee's use of the Easement Areas pursuant to this Easement; and

- D. the right and privilege to use the Easement Areas for any and all other purposes that are not inconsistent with the use thereof for the purpose or purposes permitted by this Easement or which do not unreasonably interfere with or restricts the rights granted to Grantee.

4.0 TERM, TERMINATION AND EXPIRATION:

- 4.1 This Easement shall remain in effect so long as required by Grantee for Trail purposes. The Easement shall be subject to termination or expiration as follows:
- 4.1.1 Abandonment: Following non-use of the Trail Easement Area for a period of twelve (12) consecutive months for Trail purposes, Grantor may serve upon Grantee a written notice alleging such non-use and if Grantee does not refute the allegation within 30 days, then Grantee shall be deemed to have agreed with Grantor's allegations and the Easement shall therewith be extinguished.
- 4.1.2 Removal: In the event Grantee substantially removes or closes the Trail with the intent of not replacing it, then the Easement shall therewith be extinguished.
- 4.1.3 Breach: If Grantee is unable or unwilling to cure a breach of any of the provisions of this Easement within thirty (30) days (or such longer period as may be reasonably required if Grantee promptly initiates the cure and diligently prosecutes the cure to completion) following receipt of a written notice from Grantor detailing such breach, then this Easement shall therewith be terminated. The foregoing shall be subject, however, to reasonable seasonal accommodations for any physical work to the Trail or Slope required to cure a breach.
- 4.2 Upon termination or expiration of this Easement for any reason, except for portions of the Trail within 10 feet of the centerline of any railroad track owned by Grantor, Grantee shall, at its sole expense, promptly remove the Trail from the Trail Easement Area and restore the Trail Easement Area to substantially its former state. In the event that Grantee fails to remove the Trail, within thirty (30) days following receipt by Grantee of a written notice from Grantor that it intends to remove the Trail, the Trail may be so removed. Upon receipt of a bill therefor, Grantee shall immediately pay to Grantor the costs incurred by Grantor in the removal of the Trail, plus ten percent (10%). It is agreed that upon termination or expiration of the Easement, the slopes shall not need to be removed or restored.

5.0 TRAIL AND SLOPE CONSTRUCTION, MAINTENANCE AND REMOVAL WORK:

The provisions of this Section 5 shall apply to the extent Trail or Slope construction, maintenance or removal Work is not encompassed by a separate written agreement between the parties.

5.1 Division of Responsibility: Grantee shall be responsible, at its cost and expense, for all work necessary to install, construct, maintain, repair, replace and remove the Trail and Slope, except for those portions within 10 feet of the centerline of any railroad track owned by Grantor (the "**Track Zones**"). Grantor, unless it notifies Grantee to the contrary, shall install, maintain and remove those parts of the Trail or Slope within the Track Zones at Grantee's expense; provided, that Grantor's expense shall in all circumstances be reasonable and customary in the railroad industry for the type of work undertaken. Unless reimbursement has been paid in advance, upon receipt of a bill therefor, Grantee shall reimburse Grantor for such work within the Track Zones.

5.2 Trail and Slope work by Grantee:

5.2.1 Grantee, shall secure all necessary public approvals and permits for the construction, maintenance, operation or removal of the Trail and Slope from or in the Easement Areas.

5.2.2 Grantor makes no representation by the granting of this indenture that the Easement Areas is free of any pipes, wires, conduits, sewers, pilings or other obstructions.

Prior to any construction, maintenance or removal of the Trail or Slope, Grantee shall be responsible for determining the location and existence of any pipes, wires, conduits, sewers, piling or other obstructions to the construction of the Trail or Slope. Grantee expressly assumes the risk of damage to the foregoing pipes, wires, conduits, sewers, piling or other obstructions, if any, and agrees to pay any claims arising from damage thereto in connection with the construction or maintenance of the Trail or Slope.

5.2.3 Grantee shall not carry on any work in connection with the installation, maintenance, repair, changing or renewal of the Trail or Slope within 25 feet of the center line of any Grantor – owned track until:

5.2.3.1 it shall have given Grantor at least five (5) days' written notice, and

5.2.3.2 an authorized representative of Grantor shall, at Grantor's election, be present to supervise same. Upon bills being rendered for the authorized representative's supervision, Grantee shall promptly reimburse Grantor for all reasonable expenses incurred by it in connection with such supervision, including all labor costs for flagmen supplied by Grantor to protect railroad

operations, and for the entire cost of the furnishing, installation and later removal of any temporary supports for said tracks, if any.

5.2.4 The Grantee shall require any third party contractor or invitee acting on behalf of the Grantee pursuant to this easement to:

5.2.4.1 execute and deliver to the Grantor a release of liability that shall provide that the contractor shall indemnify, hold harmless and defend the Indemnitees (as defined below) from and against all Claims arising out of, resulting from or relating to any loss of (or damage to) any property or business or any injury to (or death of) any person, where such loss, damage, injury, or death actually or allegedly arises (whether directly or indirectly, wholly or in part) from any negligence or willful misconduct of Grantee (or its employees, agents, or contractors) while on the Easement Areas pursuant to this easement. Indemnitees means Grantor, its subsidiaries, affiliated companies and parent companies, and their directors, officers, employees and agents, including without limitation, Soo Line Railroad Company, Delaware and Hudson Railroad Corporation, Dakota, Minnesota and Eastern Railroad Corporation, Soo Line Corporation, Wyoming, Dakota Railroad Properties, Inc., The Milwaukee Motor Transportation Company, Hiawatha Transfer Company, and Canadian and Pacific Railway Company;

5.2.4.2 maintain during any period of time that any of its employees or agents or equipment are upon the Easement Areas, policies of insurance with initial limits of coverage shown in brackets “[]” as follows:

- a) Worker's Compensation Insurance which fully meets the requirements of any Workers' Compensation Law in force at the location where the Work is performed, including the requirements of any Occupational Disease Law.
- b) Automobile Liability Insurance covering all owned, non-owned and hired vehicles engaged in or about the worksite, with a combined single limit of \$[1,000,000].
- c) Commercial General Liability Policy of insurance with a combined single limit of \$[2,000,000].

5.2.5 The above policies of insurance shall further be subject to the following:

5.2.5.1 The coverage limits of the foregoing policies shall be initially as shown in brackets, but such amounts shall after one year from the date hereof shall be such amounts as Grantor deems standard for work in close proximity to railroad operations.

5.2.5.2 Each such insurance policy shall name the Grantor as an additional Insured. Prior to commencement of any work upon the Easement Areas, the Grantor must receive and approve a certificate or certificates of insurance for each such insurance policy stating that such coverage will not be canceled or materially changed without ten (10) days written notice being given to the Grantor. The certificate for the Commercial General Liability Policy of insurance shall include the following endorsement:

"It is agreed that the policy or policies of insurance evidenced by this certificate covers the liability assumed by the insured in connection with work to be performed in connection with the Trail or Slope as set forth in the easement grant dated May 4, 2015 by Soo Line Railroad Company to Kenosha County, including work upon railroad property, within railroad right of way and in close proximity of operating railroad tracks."

5.2.6 Grantee shall, at its sole expense, do all necessary grading of the Trail approaches to said grade crossing and install drainage culverts, if required by Grantor, all in a manner satisfactory to the Grantor's Division Engineer or other designated representative; provided that if such grading is completed according to approved plans, any such grading shall be deemed approved by Grantor.

5.2.7 Except repairs caused by Grantor's malicious acts, Grantee, at Grantee's sole expense, whenever notified in writing by Grantor to do so, shall promptly make such repairs to or changes in the Trail or Slope, including reasonable changes in location as Grantor may require to accommodate changes in railroad operations or construction of railroad facilities.

5.2.8 Grantee, at Grantee's sole expense, whenever notified in writing by Grantor to do so, shall promptly make emergency repairs to the Trail as Grantor and Grantee agree are necessary. If Grantee fails to make such repairs within a reasonable period, Grantor shall have the right, at its election, to make these emergency repairs to the Trail and in such event Grantee, upon bills being rendered therefor, will promptly reimburse Grantor for all expenses incurred in connection therewith.

5.3 Trail work by Grantor: Unless Grantee is notified to the contrary, on a case-by-case basis, Grantor shall construct, maintain and remove that part of the Trail within the Track Zones at Grantee's expense; provided, that Grantor's expense shall in all circumstances be reasonable and customary in the railroad industry for the type of work undertaken. Grantee shall, upon receipt of an invoice therefor, pay Grantor for all reasonable costs and expenses incurred by Grantor in connection with:

5.3.1 The construction, maintenance or renewal of improvements necessary for rail bed, tracks, flanger signs, drainage, and road surface;

5.3.2 Flagging services as may be required by Grantor;

5.3.3 Any grading, paving installation of approach signs and the paving of the Trail approaches up to the edge of the rail ties performed by Grantor;

5.3.4 Incidental work and materials to construct, maintain, or renew any at-grade crossing, roadway or appurtenances thereto, other than signal or warning devices, including gates;

5.3.5 Other incidental expenses and reasonable administration or overhead charges not to exceed reasonable and customary expenses incurred or allocated under similar circumstances in the railroad industry.

6.0 **TAXES AND ASSESSMENTS:** Grantee shall assume and pay any taxes or assessments which may be levied by any competent authority by reason of the existence or use of said land for Trail or Slope purposes.

7.0 **LIABILITY:**

7.1 In consideration for the grant of the Easement, without which it would not be granted, Grantee assumes all risk of damage to or destruction of the Trail and Slope through any cause whatsoever while located upon and across the Easement Areas, except as may result from Grantor's willful malicious misconduct.

7.2 To the extent permitted by law, Grantee agrees to assume and pay any claims made against Grantor, directly or indirectly pertaining to injury to or death of any person or damage to or destruction of any property, where such injury, death, damage, or destruction arises in whole or in part from any act or omission of the Grantee (or the Grantee's employees, agents, representatives, or invitees) in connection with construction, maintenance or replacement of the Trail or Slope upon the Easement Areas. Grantor will give timely notice to Grantee of all such claims. Grantee may assume defense of Grantor in any such claim made against Grantor and apply all lawful defenses that exist under applicable federal or state laws.

8.0 **ENVIRONMENTAL:**

8.1 As used in this Section, the following terms have the following definitions:

8.1.1 **"Claim" or "Claims"** means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims);

8.1.2 **"Environmental Law"** or **"Environmental Laws"** means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Water Act, 33 U.S.C. § 1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted;

8.1.3 **"Hazardous Substance"** or **"Hazardous Substances"** means any petroleum product, distillate, or fraction, radioactive material, chemical known to the Federal Government or the State of Minnesota to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by an Environmental Law of the United States or the State of Minnesota including but not limited to Federal or Minnesota hazardous waste laws;

8.1.4 **"Release"** or **"Released"** means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or spreading of any Hazardous Substance into the environment, as "Environment" is defined in CERCLA;

8.1.5 **"Response"** or **"Respond"** means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Substance;

8.1.6 **"Use"** means to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon a Hazardous Substance.

8.2 The Grantee:

8.2.1 shall be familiar with the requirements of, comply with, and secure at the Grantee's own expense any permits or licenses required by, all applicable laws, regulations, ordinances, and standards, including without limitation all Environmental Laws;

8.2.2 shall, upon written request by the Grantor (but only in such circumstances where Grantor has reasonably reliable information that the Easement Areas has been contaminated), provide the Grantor with the results of appropriate

reports and tests from a qualified engineer to demonstrate that the Grantee has complied with all Environmental Laws relating to the Easement Areas;

- 8.2.3 shall not in any manner cause or allow the Easement Areas to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Easement Areas within the ambit of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. or any similar state statute or local ordinance;
- 8.2.4 shall not, without prior written disclosure to and approval by the Grantor, Use or authorize the Use of any Hazardous Substance on the Easement Areas, except for the storage and transportation of roofing shingles and other incidental and associated uses and such other utilization as may be in accordance with Environmental Laws;
- 8.2.5 shall not cause or allow the Release or threat of Release of any Hazardous Substance on, to, or from the Easement Areas;
- 8.2.6 shall promptly notify the Grantor of any actual or suspected Release of any Hazardous Substance on, to, or from the Easement Areas, regardless of the cause of the Release;
- 8.2.7 shall promptly provide the Grantor with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning any Release of a Hazardous Substance on, to or from the Easement Areas, or any alleged violation of or responsibility under any Environmental Law relating to the Easement Areas; and
- 8.2.8 shall promptly take all necessary action in Response to any Release or Use of a Hazardous Substance by Grantee within the Easement Areas that gives rise to any liability, claim, cause of action, obligation, demand, fine, penalty, loss, judgment or expense under any Environmental Law, or causes a significant public health or workplace effect, or creates a nuisance.
- 8.2.9 By accepting delivery of this Easement, Grantee, for itself, its directors, officers, agents, affiliates, predecessors, successors and assigns, and anyone acting on its behalf or their behalf covenants and agrees not to sue Grantor or its respective directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, grantors or anyone acting

on its behalf or their behalf with respect to any Claims (including without limitation all Claims arising under any Environmental Law), existing and contingent, known and unknown, that Grantee had, has or may have, whether arising at common law, in equity, or under a federal, state or local statute, rule or regulation, arising out of, resulting from, or relating to the condition of the Easement Areas. The foregoing shall apply to any condition of the Easement Areas, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Easement Areas, whether such Hazardous Substance is located on or under the Easement Areas, or has migrated from or to the Easement Areas, regardless of whether the foregoing condition of the Easement Areas was caused in whole or in part by the Grantor's actions or inactions.

9.0 **MISCELLANEOUS:**

- 9.1 **Grantee/Grantor:** As used in this Easement, the terms "**Grantee**" and "**Grantor**" shall include the parties first named above and their respective successors or assigns.
- 9.2 **Headings:** The paragraph headings used in this Easement are used solely for the purpose of convenience. They are not intended to, and do not, modify or limit the wording of the paragraphs to which they are appended, and they shall not be used or construed as guides to the interpretation of said paragraphs.
- 9.3 **Severability of Terms:** Each provision, paragraph, sentence, clause, phrase, and word of this Easement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision, paragraph, sentence, clause, phrase or word of this indenture is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Easement.
- 9.4 **No Waiver:** Any act or omission constituting a breach of this Easement shall be limited to such act or omission and shall not be construed as a permanent or continuing waiver thereof;
- 9.5 **Notices:** Any notice given by a party pursuant to this Easement, shall be good if served upon the other party, or if deposited in a United States post office, certified mail, addressed to the other party at its last known address.
- 9.6 **Merger:** This Easement completely outlines all of the rights, responsibilities, and obligations of the parties hereto and said indenture may not be amended or altered except by an instrument in writing signed by both parties. Furthermore, this Easement merges all prior oral representations and negotiations of the parties hereto.

9.7 No Warranty: Grantor does not warrant title to the Easement Areas, and makes no representations or warranties, express or implied, as to the habitability of the Easement Areas or the fitness of the Easement Areas for Grantee's purpose or any other particular purpose.

This Easement shall inure to the benefit of and be binding upon the successors and assigns of the Grantor and the Grantee.

SOO LINE RAILROAD COMPANY
doing business as Canadian Pacific

By: *David S. Drach*
David S. Drach

Its: Director Real Estate Sales & Acquisitions U.S.

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

The foregoing easement was acknowledged before me this 4th day of May, 2015 by David S. Drach, Director Real Estate Sales & Acquisitions U.S., of Soo Line Railroad Company, a corporation under the laws of the State of Minnesota, on behalf of the corporation.

Notary Seal *Kristine Marie Williams*
Notary Public

This instrument was drafted by:
Real Estate Department
Canadian Pacific
900 Canadian Pacific Plaza
120 South Sixth Street
Minneapolis, Minnesota 55402
DAVID S. DRACH

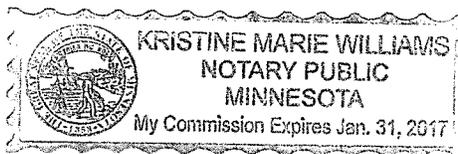


EXHIBIT A
Description of Trail Easement Area

THAT PART of the Southeast Quarter of the Northeast Quarter of Section 20 and part of the Southwest Quarter of the Northwest Quarter of Section 21, all of Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, State of Wisconsin, described as follows:

COMMENCING at the East one-quarter corner of said Section 20;
thence, along the East line of said Northeast one-quarter of Section 20 and the centerline of County Trunk Highway H (88th Avenue) N 01°33'03" W, 640.99 feet to the **POINT OF BEGINNING**;
thence S 88°26'57"W, 45.00 feet to the intersection of the Southeasterly right-of-way line of Soo Line Railroad Company with a line lying 45.00 feet West, as measured at right angles and parallel to, said East line of the Northeast one-quarter and centerline of County Trunk Highway H;
thence, along said parallel line, N 01°33'03" W, 510.28 feet;
thence N 88°26'57" E, 45.00 feet to said East line of the Northeast one-quarter and centerline of County Trunk Highway H;
thence N 88°26'57" E, 45.00 feet to the intersection of the Northwesterly right-of-way line of the Soo Line Railroad Company with a line lying 45.00 feet East, as measured at right angles and parallel to, said East line of the Northeast one-quarter and centerline of County Trunk Highway H;
thence along last said parallel line, S 01°33'03" E, 402.80 feet to an angle point in the West line of Lot 14 of Certified Survey Map No. 1361, as recorded in Volume 1398 of Certified Survey Maps on Page 893 as Document No. 844571, said West lot line also being the East right-of-way line of County Trunk Highway H;
thence, along said West lot line and East right-of-way line, S 89°28'23" E, 25.01 feet to an angle point in said West line of Lot 14 and East right-of-way line of County Trunk Highway H;
thence, continuing along said West lot line and East right-of-way line, S 01°33'03" E, 106.58 feet;
thence S 88°26'57" W, 70.00 to the **POINT OF BEGINNING**,

the "Trail Easement Area."

Said Trail Easement Area contains 0.15 acres, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

EXHIBIT B
Description of Slope Easement Areas

A ten (10) foot strip of land, lying westerly of and adjacent to the Trail Easement Area described in Exhibit A, between points 1 and 2 described as follows:

1. N 01°33'03" W, along the East line of the Northeast one-quarter of Section 20, Township 1 North, Range 22 East, and the centerline of County Trunk Highway H, 802.34 feet and S 88°26'57" W; 45.00 feet from said East one-quarter corner;
2. N 01°33'03" W, along said East line of the Northeast one-quarter of Section 20 and the centerline of County Trunk Highway H, 872.34 feet and S 88°26'57" W, 45.00 feet; from said East one-quarter corner.

AND

A ten (10) foot strip of land, lying easterly of and adjacent to the Trail Easement Area described in Exhibit A, between points 1 and 2 described as follows, excluding therefrom the existing Railroad Signal Control Cabinet:

1. N 01°33'03" W, along said East line of the Northeast one-quarter of Section 20 and the centerline of County Trunk Highway H, 873.87 feet and N 88°26'57" E, 45.00 feet; from said East one-quarter corner;
2. N 01°33'03" W, along said East line of the Northeast one-quarter of Section 20 and the centerline of County Trunk Highway H, 959.74 feet and N 88°26'57" E, 45.00 feet; from said East one-quarter corner.

Collectively, the "**Slope Easement Area.**"

Said Slope Easement Area contains 0.03 acres, more or less.