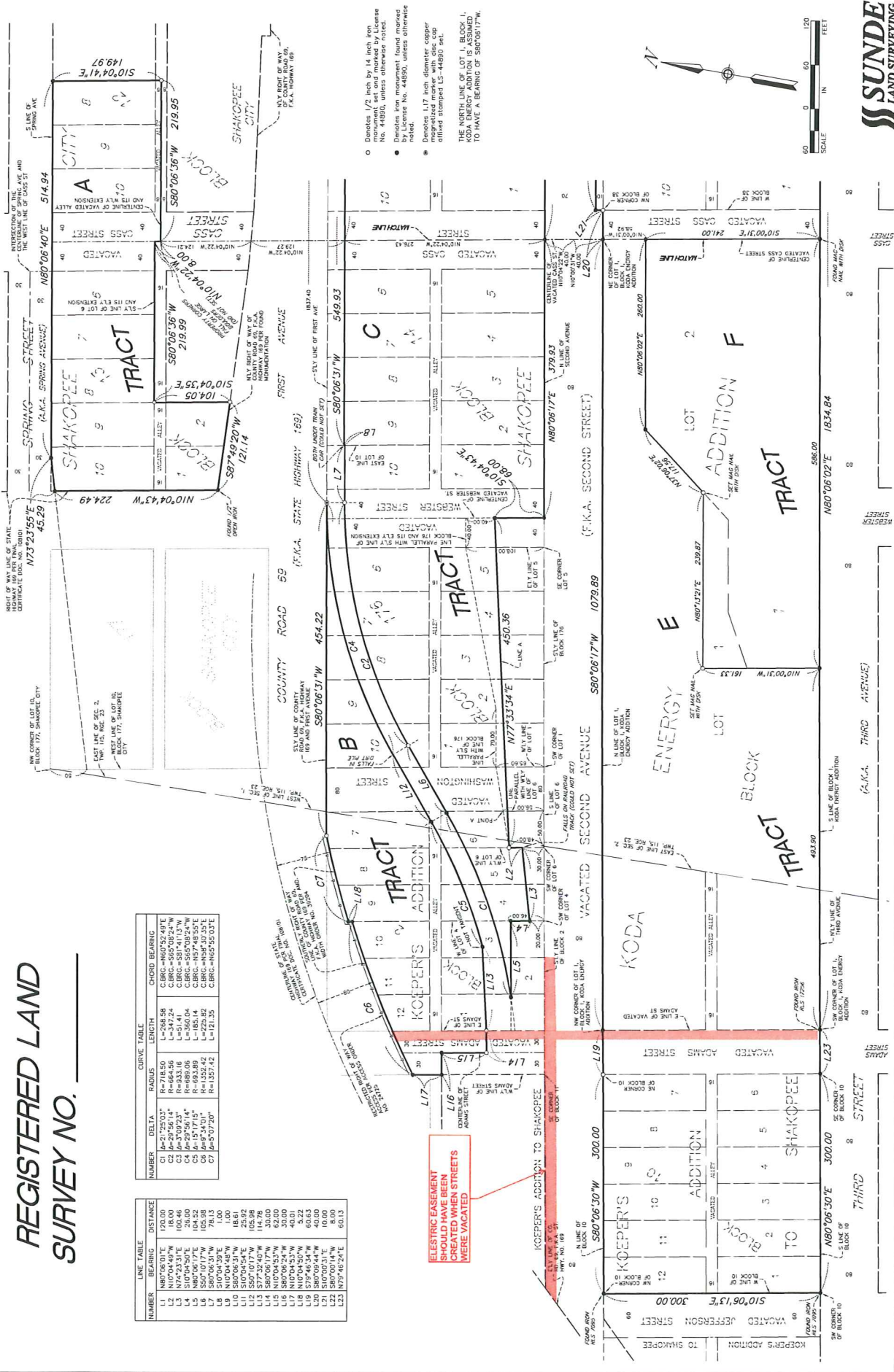


REGISTERED LAND SURVEY NO.

NUMBER	BEARING	CURVE TABLE	RADIUS	CHORD BEARING
L1	N87°06'01"E	R=718.50	L=264.58	C.B.R.G. = 460°52'48"E
L2	N10°04'48"E	R=664.56	L=347.24	C.B.R.G. = 585°08'24"E
L3	N10°04'48"E	R=664.56	L=347.24	C.B.R.G. = 585°08'24"E
L4	S10°04'35"W	R=664.56	L=347.24	C.B.R.G. = 585°08'24"E
L5	N87°06'17"E	R=664.56	L=347.24	C.B.R.G. = 585°08'24"E
L6	N87°06'17"E	R=664.56	L=347.24	C.B.R.G. = 585°08'24"E
L7	S87°49'20"W	R=664.56	L=347.24	C.B.R.G. = 585°08'24"E
L8	S10°04'35"W	R=664.56	L=347.24	C.B.R.G. = 585°08'24"E
L9	N10°04'48"E	R=664.56	L=347.24	C.B.R.G. = 585°08'24"E
L10	N10°04'48"E	R=664.56	L=347.24	C.B.R.G. = 585°08'24"E
L11	S10°04'35"W	R=664.56	L=347.24	C.B.R.G. = 585°08'24"E
L12	S87°49'20"W	R=664.56	L=347.24	C.B.R.G. = 585°08'24"E
L13	N10°04'48"E	R=664.56	L=347.24	C.B.R.G. = 585°08'24"E
L14	N10°04'48"E	R=664.56	L=347.24	C.B.R.G. = 585°08'24"E
L15	N10°04'48"E	R=664.56	L=347.24	C.B.R.G. = 585°08'24"E
L16	N10°04'48"E	R=664.56	L=347.24	C.B.R.G. = 585°08'24"E
L17	N10°04'48"E	R=664.56	L=347.24	C.B.R.G. = 585°08'24"E
L18	N10°04'48"E	R=664.56	L=347.24	C.B.R.G. = 585°08'24"E
L19	N10°04'48"E	R=664.56	L=347.24	C.B.R.G. = 585°08'24"E
L20	N10°04'48"E	R=664.56	L=347.24	C.B.R.G. = 585°08'24"E
L21	N10°04'48"E	R=664.56	L=347.24	C.B.R.G. = 585°08'24"E
L22	N10°04'48"E	R=664.56	L=347.24	C.B.R.G. = 585°08'24"E
L23	N10°04'48"E	R=664.56	L=347.24	C.B.R.G. = 585°08'24"E

NUMBER	BEARING	CURVE TABLE	RADIUS	CHORD BEARING
C1	S87°49'20"W	R=718.50	L=264.58	C.B.R.G. = 460°52'48"E
C2	S87°49'20"W	R=718.50	L=264.58	C.B.R.G. = 460°52'48"E
C3	S87°49'20"W	R=718.50	L=264.58	C.B.R.G. = 460°52'48"E
C4	S87°49'20"W	R=718.50	L=264.58	C.B.R.G. = 460°52'48"E
C5	S87°49'20"W	R=718.50	L=264.58	C.B.R.G. = 460°52'48"E
C6	S87°49'20"W	R=718.50	L=264.58	C.B.R.G. = 460°52'48"E
C7	S87°49'20"W	R=718.50	L=264.58	C.B.R.G. = 460°52'48"E

ELECTRIC EASEMENT
SHOULD HAVE BEEN
CREATED WHEN STREETS
WERE VACATED



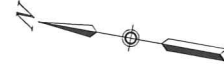
[illegible]

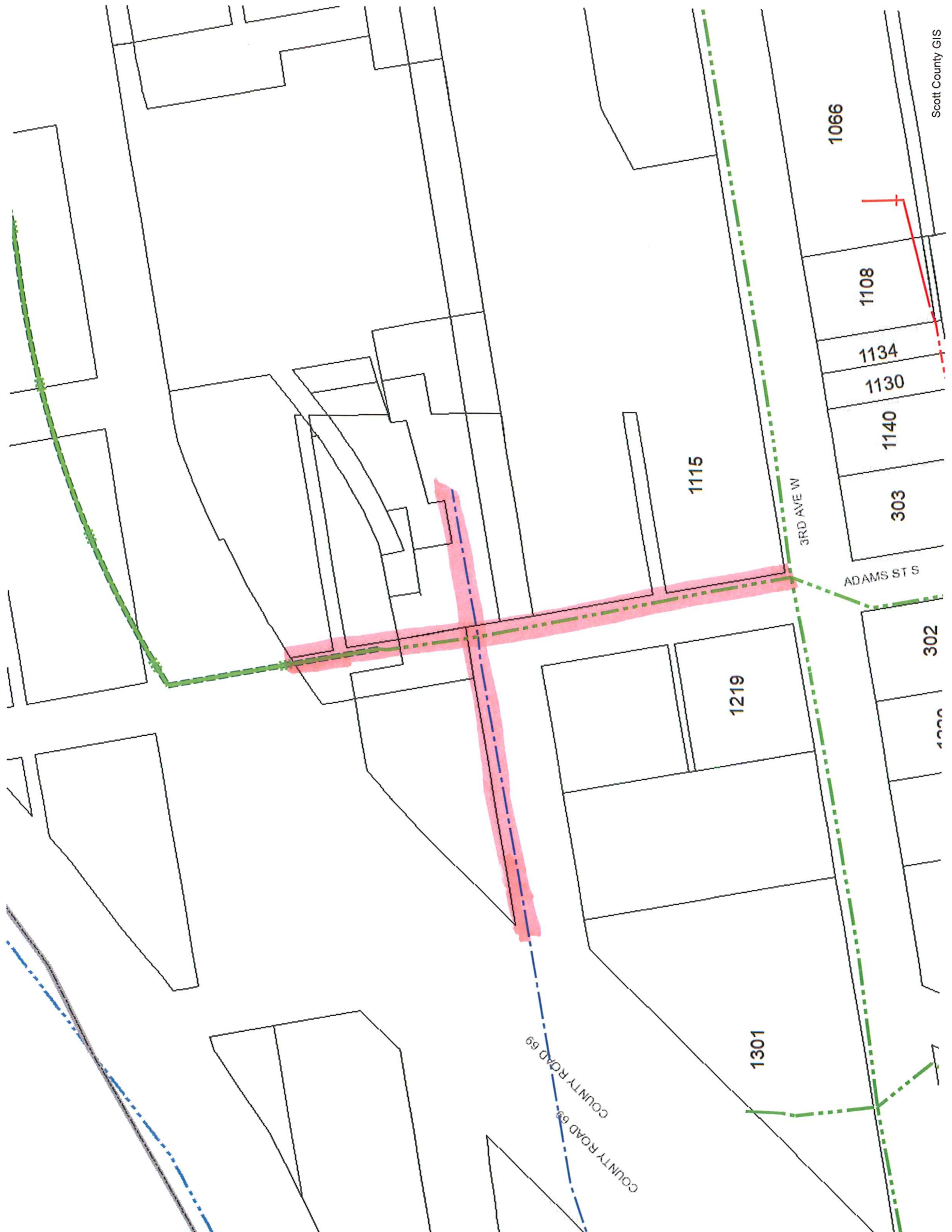
NUMBER	LINE	TABLE	
L1	N80°05'01"E	120.00	
L2	N10°04'43"W	18.00	
L3	S32°31'E	100.46	
L4	S10°04'31"E	100.46	
L5	N80°06'17"E	104.32	
L6	S50°10'17"W	105.98	
L7	S80°06'31"W	78.13	
L8	N10°04'39"E	71.00	
L9	N10°04'48"W	100.00	
L10	S10°04'31"E	25.92	
L11	N10°04'34"W	114.78	
L12	S50°10'17"W	105.98	
L13	S77°32'40"W	114.78	
L14	S80°06'17"W	32.00	
L15	N10°04'53"W	60.00	
L16	N10°04'53"W	30.00	
L17	N10°04'53"W	30.00	
L18	N10°04'50"W	52.21	
L19	S79°46'34"W	60.63	
L20	S42°30'44"W	40.00	
L21	N7°00'31"E	10.00	
L22	S80°00'14"W	8.00	

NUMBER	Δ	RADIUS	LENGTH	CHORD BEARING
C1	0-21°25'03"	R=718.50	L=268.58	CBRC = N60°52'49"E
C2	0-25°56'14"	R=664.56	L=347.24	CBRC = S85°09'24"W
C3	0-37°09'23"	R=533.16	L=31.41	CBRC = S31°41'13"W
C4	0-22°56'14"	R=860.04	L=360.04	CBRC = S85°09'24"W
C5	0-15°17'15"	R=693.89	L=275.82	CBRC = N43°48'55"E
C6	0-37°09'23"	R=532.42	L=325.82	CBRC = S85°30'35"E
C7	0-57°07'29"	R=357.43	L=131.35	CBRC = N43°48'55"E

- Denotes 1/2 inch by 14 inch iron monument set and marked by License No. 44890, unless otherwise noted.
- Denotes iron monument found marked by License No. 44890, unless otherwise noted.
- ⊙ Denotes 1.17 inch diameter copper magnetized marker with disc cap affixed stamped LS-44890 set.

THE NORTH LINE OF LOT 1, BLOCK 1,
KODA ENERGY ADDITION IS ASSUMED
TO HAVE A BEARING OF S80°06'17"W.







Receipt:# 533423

A984658

EAS

\$46.00

Return to:
SHAKOPEE PUBLIC
UTILITIES COMM
255 SARAZIN ST
PO BOX 470
SHAKOPEE MN 55379-470



Certified Filed and/or recorded on:

7/28/2015 1:58 PM

Office of the County Recorder
Scott County, Minnesota
James L. Hentges, County Recorder

ELECTRIC UTILITY UNDERGROUND EASEMENT AGREEMENT

This ELECTRIC UTILITY UNDERGROUND EASEMENT AGREEMENT is given this 8th day of July, 2015 by **Mike Dircks** ("Owner") to the SHAKOPEE PUBLIC UTILITIES COMMISSION, a municipal utility commission organized under Minnesota law ("SPUC").

Recitals

A. Owner is the fee owner of certain real estate (the "Property") in Scott County, Minnesota described as follows:

PID# 270011262. See Exhibit "A" for the Property description.

B. In furtherance of a public utility project, the SPUC desires to obtain from Owner, and Owner desires to convey to SPUC, a certain easement over a portion of the Property and more particularly described in Exhibit "A" hereto attached and made a part hereof.

Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Owner, the Owner hereby grants and conveys to SPUC, its successors, assigns and licensees, the following perpetual easement for electrical utility purposes over the area described below (the "Easement Area"):

See Exhibit "A" for the Easement Area description.

2. Scope of Easement Rights. The perpetual electrical utility easement includes the right to inspect, locate, erect, improve, construct, relocate, remove, operate, maintain, alter and repair an underground conduit and/or cable lines for distributing electrical power, including all wires, cables, hand holes, manholes, transformers, transformer enclosures, concrete pads, connection boxes, ground connection attachments, equipment and related accessories and appurtenances within the Easement Area. The easement includes the right to improve and make such changes, alterations, substitutions and additions in and to SPUC's facilities within the Easement Area as SPUC may from time to time deem advisable or expedient. This easement

includes the right to cut, trim or remove from the Easement Area trees, shrubs, roots, or other vegetation, and any buildings, fences or structures within the Easement Area that in SPUC's judgment unreasonably interfere with SPUC's facilities. SPUC shall have the right to permit the use of the easement by telecommunication utilities (CenturyLink and Comcast and their successors), subject to and in accordance with this instrument.

3. Right of Access. Owner also grants to SPUC a right of ingress to and egress from the Easement Area over those portions of the above-described Property as reasonably necessary for SPUC to gain access to the Easement Area for purposes of inspecting, maintaining, altering and repairing SPUC's facilities. SPUC agrees to exercise its right of ingress and egress so as to minimize damage and inconvenience to the Owner.

4. a) Owner's Use. Owner hereby reserves to itself the right to use the land included within the Easement Area (including without limitation, parking of vehicles on the surface thereof), subject to all governmental rules and regulations, and provided that such use will not unreasonably disturb or interfere with SPUC's electrical utility facilities or prevent reasonable ingress and egress thereto for the purposes of operation, use, maintenance and repair (including reconstruction) thereof. It is also understood and agreed between the parties hereto that no building or structure shall be placed by Owner, its successors or assigns within the permanent electrical utility easement area. Owner specifically agrees that, subject to all governmental rules and regulations, Owner retains the right to cross and recross the easement area with other utility lines, pipes, wires and easements, parking and access easements and that Owner may install paving, curb and gutter, and landscaping on the easement area which are not inconsistent with the grant of the permanent electrical utility easement herein. (Grantor's right to replacement or repair of such installations is subject, however, to the limitations in paragraph 5 of this Agreement.)

4. b) Relocation. SPUC agrees that Owner, at Owner's sole cost and expense, may relocate the easements and any of the SPUC's electric facilities thereon installed by SPUC provided that: (a) Owner first gives SPUC at least 180 days' written notice thereof; (b) said relocation must be fully functional for SPUC's electric utility purposes; (c) said relocation must be evidenced by an easement agreement containing terms at least as favorable to SPUC as this Agreement; and (d) said relocation must not interrupt SPUC's provision of electric service to properties other than the Property, if any are so serviced. Both parties covenant and agree to execute such documents as necessary or appropriate to evidence such relocation of record.

5. Restoration. SPUC will, at its sole cost and expense and promptly after completion of its work, replace the surface and subsurface of the soil as may be disturbed in the use, operation, maintenance and repair (including reconstruction) of SPUC's electrical facilities in substantially the same condition that existed prior to the improvement or repair, and repair all driveways and other paved areas, replace sod which may be damaged by construction on the Easement Area or which is a direct result of the exercise of the rights herein granted. Owner specifically agrees that SPUC shall have no obligation to replace or repair surface improvements installed by Owner within the Easement Area, other than paved areas or sod.

6. Compliance with Laws. SPUC shall comply with all applicable laws and regulations in connection with its use of this easement.

7. Environmental Matters. SPUC shall not be responsible for any costs, expenses, damages, demands, obligations or losses, including penalties and reasonable attorney's fees, resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the easement area or Property prior to the date of this instrument.

8. Duration of Easement. The perpetual easement granted herein shall remain in full force and effect in perpetuity.

9. Warranty of Owner. The Owner warrants that it is the owner of a fee simple interest in the Property, that it has the right and authority to grant the easement conveyed by this instrument, and that the Property is free and clear of any lien, encumbrance, easement, restriction, covenant or condition, except for those filed of record with the County Recorder in and for Scott County, Minnesota.

10. Easement to Run with the Land. The easement granted herein shall run with the land and is binding upon the Owner, its heirs, successors and assigns.

OWNER

By: _____

By: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF Scott)



The foregoing instrument was acknowledged before me this 13 day of July, 20 15 by or their wife Dicks.

Cynthia Rae Menke
Notary Public

SHAKOPEE PUBLIC UTILITIES COMMISSION

By: _____

Its: Utilities Manager

STATE OF MINNESOTA }
COUNTY OF SCOTT }

The foregoing instrument was acknowledged before me this 13 day of July, 20 15 by Don B. Crooks the Utilities Manager of the Shakopee Public Utilities Commission, a municipal utility commission under the laws of Minnesota, by and on behalf of said utility commission.



Cynthia Rae Menke
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Kennedy & Graven, Chartered
200 South Sixth Street, Suite 470
Minneapolis, MN 55402
(612) 337-930

EXHIBIT "A"

PROPERTY DESCRIPTION

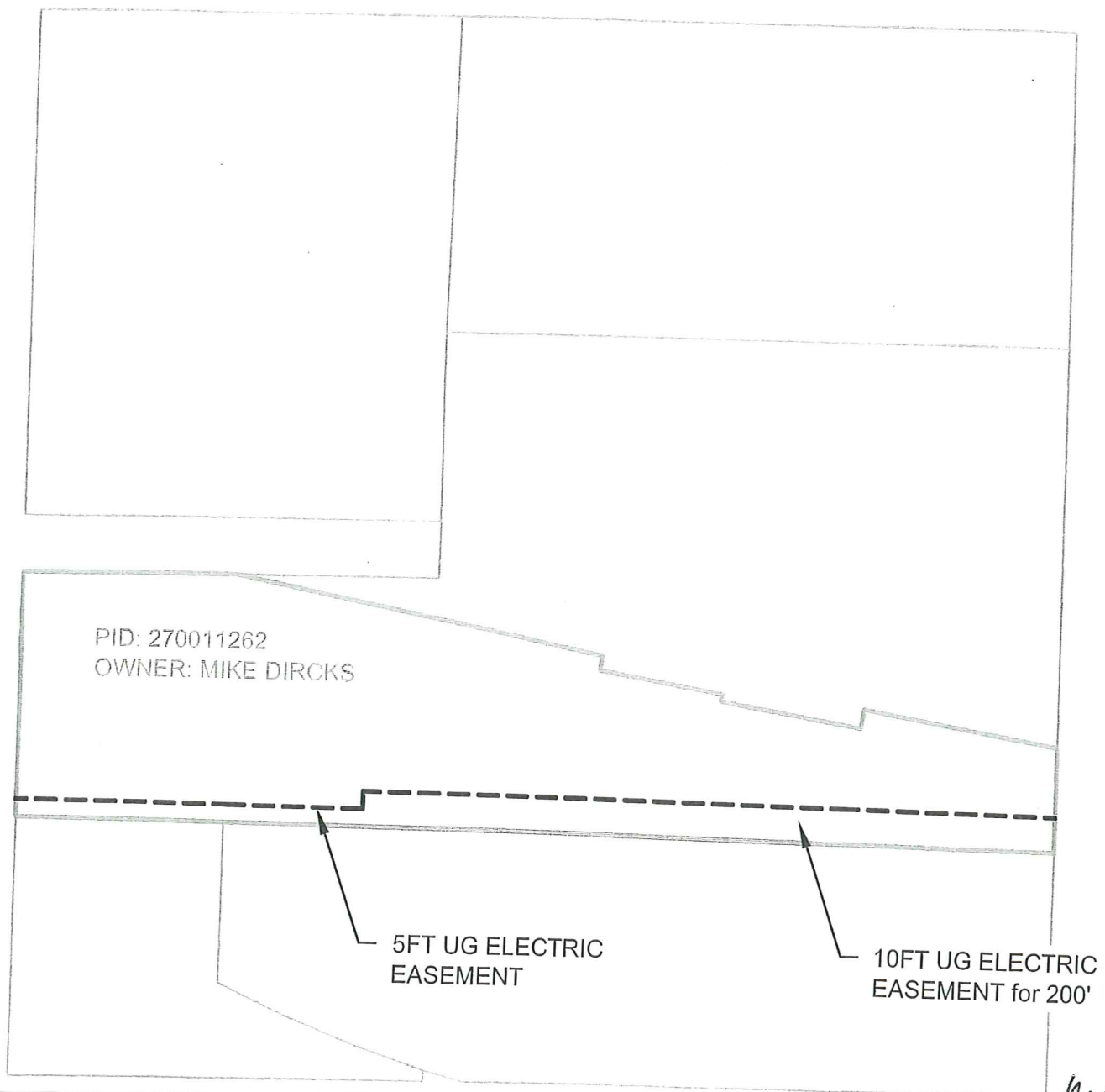
THE NORTH HALF OF LOTS 1 THROUGH 5, BLOCK 19, CITY OF SHAKOPEE, SCOTT COUNTY, MINNESOTA, LYING SOUTHERLY OF A LINE 25.00 FEET NORTHERLY OF, AS MEASURED PERPENDICULAR TO THE CENTER LINE OF THE SOO LINE RAILROAD COMPANY'S MAIN LINE RAILROAD TRACK.

EASEMENT DESCRIPTION:

A PERPETUAL EASEMENT 10.00 FEET IN WIDTH, FOR UTILITY PURPOSES OVER, UNDER AND ACROSS THE EASTERLY 200.00 FEET OF THE SOUTHERLY 10.00 FEET OF SAID PROPERTY.

AND,

A PERPETUAL EASEMENT 5.00 FEET IN WIDTH, FOR UTILITY PURPOSES OVER, UNDER AND ACROSS THE SOUTHERLY 5.00 FEET OF SAID PROPERTY AND WESTERLY OF SAID 10.00 FOOT EASEMENT.



Receipt:# 555771

EAS

\$46.00

Return to:
SHAKOPEE PUBLIC
UTILITIES COMM
255 SARAZIN ST
PO BOX 470
SHAKOPEE MN 55379-470

A1008324



Certified Filed and/or recorded on:

8/18/2016 9:28 AM

Office of the County Recorder
Scott County, Minnesota
James L Hentges, County Recorder

Receipt:# 555771

EAS

\$46.00

Return to:
SHAKOPEE PUBLIC
UTILITIES COMM
255 SARAZIN ST
PO BOX 470
SHAKOPEE MN 55379-470

T241086

Cert # 26388



Certified Filed and/or recorded on:

8/18/2016 9:28 AM

Office of the Registrar of Titles
Scott County, Minnesota
James L. Hentges, Registrar of Titles

abs.

1 thru 5 Blk 18 Shakopee City

8 Blk 17 Shakopee City

Top. 3, 4, 5, 9, 10 Blk 17 Shakopee City

(This cover sheet is now a permanent part of the recorded document)

WATER MAIN EASEMENT AGREEMENT

THIS WATER MAIN EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 21st day of June, 2016, by Rahr Malting Co., a Minnesota corporation ("Grantor"), and the Shakopee Public Utilities Commission, a municipal utility commission organized under Minnesota law ("Grantee").

RECITALS

WHEREAS, Grantor owns certain real property situated in the City of Shakopee, Scott County, Minnesota, shown on Exhibit A attached hereto and incorporated herein by reference and legally described as Blocks 17 and 18, CITY OF SHAKOPEE, together with vacated Pierce Street and vacated Shumway Street and the vacated alleys in said Blocks 17 and 18, according to the recorded plat thereof, Scott County, Minnesota ("Grantor's Property"); and

WHEREAS, Grantee requests easements from Grantor to use, operate, maintain, repair, and reconstruct underground water mains and appurtenances on Grantor's Property; and

WHEREAS, Grantor agrees to grant to Grantee perpetual easements for the operation and maintenance of underground water mains and appurtenances.

NOW, THEREFORE, in consideration of One and No/100 Dollars (\$1.00), the conditions, covenants and mutual agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by Grantor, the parties hereto agree as follows:

1. GRANTOR'S GRANT OF PERPETUAL EASEMENTS. Grantor does hereby grant and convey to Grantee, forever, a nonexclusive easement within that portion of Grantor's Property identified as "Proposed Water Line Easement" on Exhibit A and described on the attached Exhibit B and incorporated herein by reference (the "Easement Area"), limited to the right and authority to construct, use, operate, maintain and repair (including reconstruction) an underground water main and appurtenances. Grantee hereby represents, agrees, and warrants that the water main and appurtenances shall be constructed, used, operated, maintained, repaired and reconstructed in accordance with all applicable laws, statutes, codes, ordinances, rules and regulations ("Laws") including those of Scott County and that all inspections necessary for the completion of such installation will be undertaken as required. Grantor agrees to allow Grantee ingress and egress over driveways and parking areas on the Property solely to the extent necessary to access the Easement Area. No portion of the water main shall be located above the surface of the ground, except for hydrants appurtenant to the water main. Except as set forth in Section 2 below, Grantee agrees to maintain, at its sole expense, the underground water main and appurtenances across Grantor's Property in good condition and repair and in accordance with all applicable Laws.
2. CONSTRUCTION OF WATER MAIN. The water mains and appurtenances will be constructed in two (2) phases.

- (a) Grantor will construct phase 1 of the water mains and appurtenances, consisting of approximately 580 feet of water main that includes crossing under privately-owned railroad tracks on Grantor's Property. Grantee has agreed to fund the first 150 feet of such phase 1 water main, but otherwise will have no responsibility or liability for such phase 1 construction. Grantor, its successors or assigns, shall defend, indemnify and save harmless Grantee, its officers, agents and employees, against all suits, demands, causes of action, liabilities, losses or claims thereof for injury or damages of whatever nature, including death, or damage to property, arising out of or related to Grantor's construction of the phase 1 water mains and appurtenances. As part of such phase 1 construction, Grantor will be removing and replacing privately-owned railroad tracks on Grantor's Property and installing a portion of the water main and appurtenances under such tracks without a steel casing pipe. In the event that the railroad tracks need to be removed for access to or repair and maintenance of the water main and appurtenances, Grantor shall be responsible for such removal and replacement at its sole costs and expense and shall reimburse Grantee for any costs incurred by Grantee related thereto. Grantor shall coordinate and cooperate with Grantee in any such construction or reconstruction. Grantor hereby represents, agrees and warrants that all construction and reconstruction shall be in accordance with all Laws including those of Scott County and that all inspections necessary for the completion of such construction will be undertaken as required.
- (b) Grantee will construct phase 2 of the water main and appurtenances, consisting of approximately 560 feet of water main. Such construction will be in accordance with the provisions of this Agreement.
3. GRANTOR'S CONVEYANCE OF WATER MAIN AND APPURTENANCES. Grantor does hereby grant and convey to Grantee the water main and appurtenances located within the Easement Area.
4. NONDISTURBANCE. In Grantee's use of the easements herein granted and in the installation, reconstruction, repair, replacement and maintenance of the Easement Area or Grantee's improvements, Grantee agrees not to unreasonably disturb Grantor's business operations or use of Grantor's Property.
5. REPAIR. Except as set forth in Section 2 above, Grantee will, at its sole cost and expense and promptly after completion of its work, replace the surface and subsurface of the soil as may be disturbed in the construction, use, operation, maintenance and repair (including reconstruction) of the aforesaid water main and appurtenances in substantially the same condition that existed prior to the improvement or repair, and repair all driveways and other paved areas and replace sod which may be damaged by construction on the Easement Area or which is a direct result of the exercise of the rights herein granted. Grantor specifically agrees that Grantee shall have no obligation to replace or repair surface improvements installed by Grantor within the Easement Area, other than paved areas, sod or any other improvements approved by Grantee prior to their installation by Grantor.

6. INDEMNITY. Grantee, its successors or assigns, shall defend, indemnify and save harmless Grantor, its officers, agents and employees, and any mortgagee of Grantor's Property, against all suits, demands, causes of action, liabilities, losses or claims thereof for injury or damages of whatever nature, including death, or damage to property (i) arising out of or related to any activity of Grantee, its agents, employees, licensees, invitees or contractors, their agents or employees within the Easement Area, or (ii) arising out of any default hereunder. Grantor, its successors or assigns, shall defend, indemnify and save harmless Grantee, its officers, agents and employees, against all suits, demands, causes of action, liabilities or claims thereof for injury or damages of whatever nature, including death or damage to property (i) arising out of or related to any activity of Grantor, its agents, employees, licensees or contractors, their agents or employees within the Easement Area, or (ii) arising out of any default hereunder.
7. GRANTOR'S USE. Grantor hereby reserves to itself the right to use the land included within the Easement Area (including without limitation, parking of vehicles on the surface thereof), subject to all governmental rules and regulations, and provided that such use will not unreasonably disturb or interfere with such water main or appurtenances or prevent reasonable ingress and egress thereto for the purposes of operation, use, maintenance and repair (including reconstruction) thereof. It is also understood and agreed between the parties hereto that no building or structure shall be placed by Grantor, its successors or assigns, within the Easement Area. Grantee specifically agrees that, subject to all governmental rules and regulations, Grantor retains the right to cross and recross the Easement Area with other utility lines, pipes, wires and easements, parking and access easements and that Grantor may install paving, curb and gutter, traffic direction signs, and landscaping on the Easement Area which are not inconsistent with the grant of the easements herein. Grantor's right to replacement or repair of such installations is subject, however, to the limitations in Section 5 of this Agreement.
8. NOTICES. Notices in demand required or permitted to be given hereunder shall be given by certified mail, return receipt requested, or by a national overnight express service such as FedEx, in the case of Grantor, addressed to it at, ATTENTION Jesse Theis
800 First Avenue West, Shakopee MN 55379 or at such other address as specified in writing by Grantor and the case of Grantee, addressed to it in care of its public utilities commission at 255 Sarazin Street, Shakopee, Minnesota 55379 or at such other address specified in writing by Grantee.
9. RELOCATION. Grantee agrees that Grantor, at Grantor's sole cost and expense, may relocate the easements and any water main and appurtenances thereon installed by Grantee provided that: (a) Grantor first gives Grantee at least 30 days' written notice thereof; (b) said relocation must be fully functional for a water main; (c) said relocation must be evidenced by an easement agreement containing terms at least as favorable to Grantee as this Agreement; and (d) said relocation must not interrupt Grantee's provision of water service to properties other than Grantor's Property, if any are so serviced. Both parties covenant and agree to execute such documents as necessary or appropriate to evidence such relocation of record.

10. EXHIBITS. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.
11. RECORDING. This Agreement shall be recorded in the records of Scott County, Minnesota.
12. GOVERNING LAWS. The laws of the state of Minnesota shall apply to this Agreement.
13. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
14. BINDING ON FUTURE PARTIES. The perpetual easements and all covenants and easements herein shall run with the land and shall inure to the benefit of and be binding upon the parties, their successors and assigns.

[The remainder of this page is intentionally left blank.]

GRANTOR:

RAHR MALTING CO.,
a Minnesota corporation

By: Jesse J. Theis
Its: Chief Operating Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF Scott)

The foregoing instrument was acknowledged before me this 21st day of June, 2016, by Jesse J. Theis the Chief Operating Officer of the Rahr Malting Co. (Grantor), a Minnesota corporation.

Marilyn Theresa Tech
Notary Public



SHAKOPEE PUBLIC UTILITIES COMMISSION,
a municipal utility commission organized under
Minnesota law

Its: Utilities Manager

STATE OF MINNESOTA)

) ss.

COUNTY OF Santa)

The foregoing instrument was acknowledged before me this 23 day of June, 2016, by John B. Crocker the Utilities man of the Shakopee Public Utilities Commission (Grantee), a municipal utility commission under the laws of Minnesota, by and on behalf of said utility commission.

Cynthia Rae Menke
Notary Public



THIS INSTRUMENT WAS DRAFTED BY:

McGrann Shea Carnival
Straughn & Lamb, Chartered (cjp)
800 Nicollet Mall, Suite 2600
Minneapolis, MN 55402
(612) 338-2525

EXHIBIT A

Sketch of Grantor's Property and Easement Area

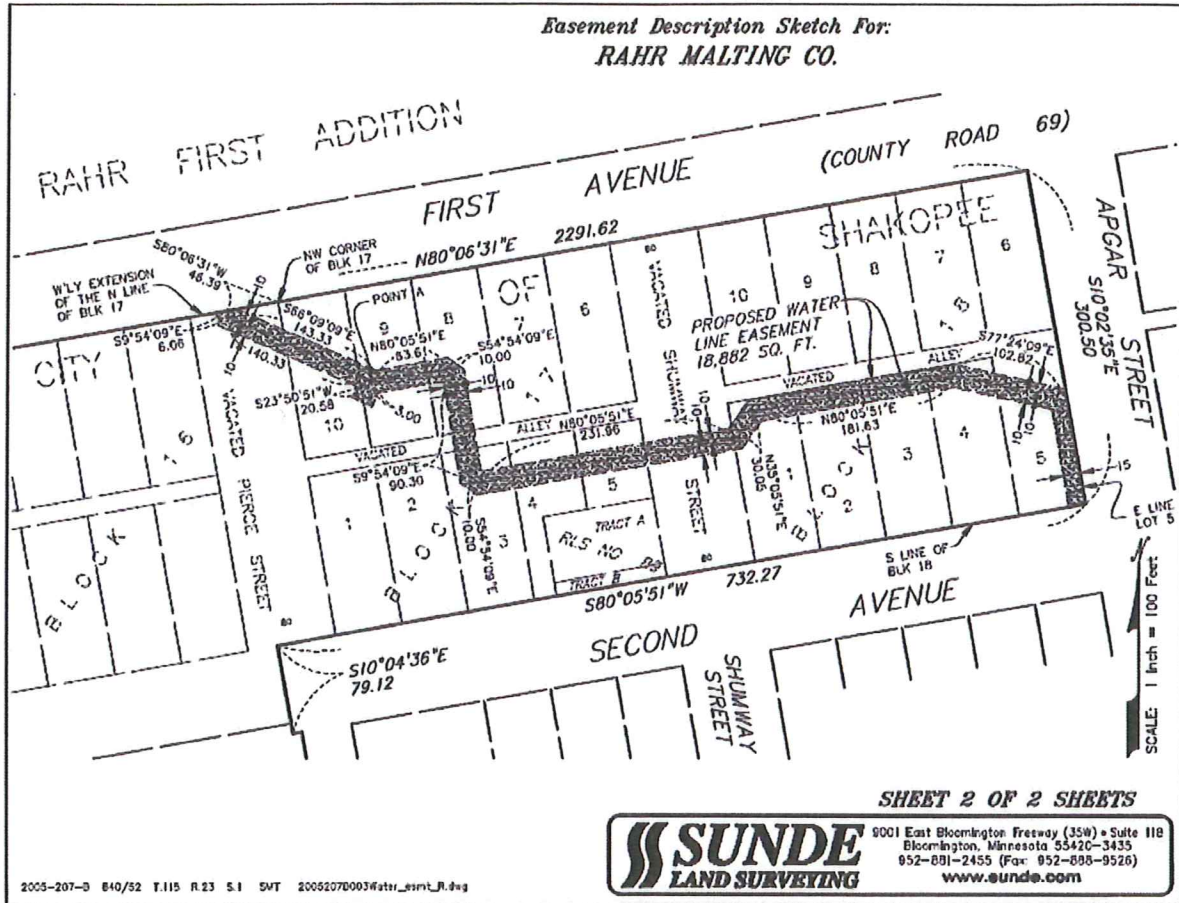


EXHIBIT B

Legal Description of Easement Area

A 20.00 foot wide easement over, under and across part of the following described property:

Blocks 17 and 18, CITY OF SHAKOPEE, together with vacated Pierce Street and vacated Shumway Street and the vacated alleys in said Blocks 17 and 18, according to the recorded plat thereof, Scott County, Minnesota.

The centerline of said easement is described as commencing at the northwest corner of said Block 17; thence on an assumed bearing of South 80 degrees 06 minutes 31 seconds West, along the westerly extension of the north line of said Block 17, a distance of 46.39 feet to the point of beginning of the centerline to be described; thence South 9 degrees 54 minutes 09 seconds East 6.06 feet; thence South 66 degrees 09 minutes 09 seconds East 140.33 feet to a point hereinafter referred to as Point A; thence continuing South 66 degrees 09 minutes 09 seconds East 3.00 feet; thence North 80 degrees 05 minutes 51 seconds East 63.61 feet; thence South 54 degrees 54 minutes 09 seconds East 10.00 feet; thence South 9 degrees 54 minutes 09 seconds East 90.30 feet; thence South 54 degrees 54 minutes 09 seconds East 10.00 feet; thence North 80 degrees 05 minutes 51 seconds East 231.96 feet; thence North 35 degrees 05 minutes 51 seconds East 30.05 feet; thence North 80 degrees 05 minutes 51 seconds East 181.63 feet; thence South 77 degrees 24 minutes 09 seconds East 102.82 feet to the east line of Lot 5, said Block 18 and said centerline there terminating. The sidelines of said easement are to be prolonged or shortened to terminate at said westerly extension of the north line of Block 17 and said east line of said Lot 5, Block 18.

Together with the easterly 15.00 feet of said Lot 5, Block 18, lying southerly of the above described strip.

Together with a 20.00 foot wide easement over, under and across part of said Block 17. The centerline of said easement is described as beginning at said Point A described above; thence South 23 degrees 50 minutes 51 seconds West 20.58 feet and said centerline there terminating.