

**Prepared by, and Upon Recording  
Return to:**

VB-S1 Assets, LLC  
750 Park of Commerce Drive  
Suite 200  
Boca Raton, FL 33487  
Attn: Daniel Marinberg, Esq.

Document Number: 412822  
Shari Marg  
Register of Deeds  
Jackson County, WI  
Recorded: 05/01/2023 09:42 AM  
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Transfer Tax Exempt #  
Recording Fee Paid: 30.00  
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Site ID: US-WI-5394 / #VTB-148596-C  
GLBO

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(Above Space for Recorder's Use Only)

**EASEMENT AND ASSIGNMENT OF OPTION AND LAND LEASE AGREEMENT**

THIS EASEMENT AND ASSIGNMENT OF OPTION AND LAND LEASE AGREEMENT (this "**Agreement**") is made as of this 28<sup>TH</sup> day of APRIL, 2023 ("**Effective Date**"), by and between **Jimmy R. Berekvam and Ann M. Berekvam, husband and wife having an address of W 8755 US Hwy 12, Black River Falls, WI 54615 ("Grantor")** and **VB-S1 Assets, LLC, a Delaware limited liability company, having an address of 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487 ("Grantee")**.

WHEREAS, Grantor is currently the fee owner of that certain improved real property more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "**Grantor's Property**");

WHEREAS, Grantee currently owns and operates a communications tower and related systems and equipment (collectively, the "**Tower**") located in and on a portion of the Grantor's Property;

WHEREAS, Grantor desires to grant to Grantee certain easement rights with respect to the Grantor's Property, which shall, among other things, allow Grantee to access and operate the Tower;

WHEREAS, Grantor is the current landlord under that certain Option and Land Lease Agreement dated March 31<sup>st</sup>, 2014, by and between Grantor and Grantee, as evidenced by the Memorandum of Lease dated March 31, 2014, and recorded on December 23, 2014, as Document Number 376572 in the Register of Deeds office for Jackson County, Wisconsin (as may be amended from time to time, the "**Lease**"); and

WHEREAS, Grantor desires to assign to Grantee, and Grantee desires to assume from Grantor, all of Grantor's right, title, and interest as landlord in the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereto agree as follows:

1. Assignment of Lease. Grantor does hereby assign, transfer, sell and convey unto Grantee, its successors and assigns, all of the right, title and interest of Grantor as landlord in, to and under the Lease, effective as of the Effective Date, TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, for and during all the rest, residue and remainder of the term of the Lease and any extensions or renewals thereof, all as set forth in the Lease, the provisions of which are by this reference thereto incorporated herein.

2. Grant of the Easements. Grantor, for itself, its heirs, personal representatives, successors and assigns, hereby grants to Grantee, its successors, assigns, lessees, sublessees, licensees, customers, agents, and any other party claiming by or through Grantee (collectively, "**Grantee Parties**"), the following Easements (hereinafter defined) free and clear of all liens and encumbrances, to which Easements the Grantee Parties shall have free and unfettered access seven (7) days per week, twenty-four (24) hours per day:

(a) an exclusive perpetual easement (the "**Tower Easement**") for the purposes of accessing, operating, and using the Tower and conducting business activities related to the Tower, including but not limited to, construction, installation, improvement, reconstruction, modification, supplementation, maintenance, repair, operation and/or removal of the Tower and construction of any additional towers, on, across and under that portion of the Grantor's Property shown on Exhibit "B" attached hereto and incorporated herein (the "**Tower Easement Premises**") and freely leasing, subleasing, or licensing space on the Tower and otherwise within the Tower Easement Premises to tenants, subtenants, or licensees from time to time. Grantee shall have the further right to modify, supplement, replace, upgrade and expand the equipment, increase the number of antennas or relocate the Tower within the Tower Easement Premises at any time and to make such alterations as necessary to the Tower Easement Premises in order to accomplish Grantee's rights set forth herein and/or as necessary to insure Grantee is in compliance with all applicable federal, state or local laws, rules or regulations. Grantee shall have full authority to prohibit entry to any party upon the Tower Easement Premises. Grantee may operate the Tower at any frequency for which it has all requisite permits to do so. In connection with the exclusive nature of the Tower Easement, Grantee shall, at Grantee's sole cost and expense, provide security fencing or other security features to control the exclusivity of the Tower Easement Premises to the Grantee Parties; and

(b) a non-exclusive perpetual easement (the "**Access and Utility Easement**" [and, together with the Tower Easement, the "**Easement**" or "**Easements**"]) for ingress, egress

and utilities, including but not limited to installing, operating, maintaining, repairing, replacing, accessing and supplying utility services to the Tower and locating, relocating, erecting, constructing, reconstructing, installing, operating, maintaining, patrolling, inspecting, repairing, replacing, altering, extending, and/or removing one or more overhead and/or underground cables and lines for communication, microwave, fiber, backhaul, and/or electricity and any necessary manholes, handholes, equipment, poles, appurtenances and attachments incidental thereto for all the above purposes, within, along, under, above, across and through that portion of the Grantor's Property shown on Exhibit "C" attached hereto and incorporated herein (the "**Access and Utility Easement Premises**") and, together with the Tower Easement Premises, the "**Easement Premises**")

3. Duration; Consideration. Grantor and Grantee acknowledge and agree that this Agreement and the Easements will be perpetual from the Effective Date. Grantor and Grantee understand that full consideration for this Agreement was paid to Grantor, that no additional monetary consideration is due in connection with this Agreement, and that this Agreement is irrevocable. Grantee shall have the absolute right to remove the Tower and any improvements within the Tower Easement Premises at any time. In the event that Grantee terminates the Easements pursuant to Section 12(b) below, then within ninety (90) days after the termination, Grantee shall have the option to remove all above-ground improvements. Grantee shall be at all times entitled to abandon all other footings, foundations, and other below-ground improvements in place.

4. Maintenance. Grantor shall be responsible for, and shall pay the cost of, all repairs and maintenance with respect to the Grantor's Property and the Easement Premises, including without limitation the repair and maintenance of all roads, trees and Grantor owned buildings and improvements located thereon; *provided, however*, that Grantee shall be responsible for and shall pay the cost of all repairs to the Tower Easement Premises, the Tower and any buildings and improvements owned by Grantee or the Grantee Parties, as well as repairs necessary for appurtenant uses of such Tower, buildings or improvements.

5. Taxes. Grantee shall pay when due any and all personal property taxes assessed against the communication facilities located on the Easement Premises to the extent such personal property taxes are invoiced directly to Grantee by the governmental authority with jurisdiction over the Easement Premises. Grantor shall pay when due any and all property taxes and all other taxes, fees and assessments attributable to the Grantor's Property and the improvements thereon. In the event that Grantor fails to pay when due any taxes, fees and/or assessments as required by this Section 5, Grantee shall have the right, but not the obligation, to pay such taxes, fees, and assessments and Grantor shall reimburse Grantee for the cost thereof within ten (10) days of receipt of a bill thereof along with proof of such payment.

6. Security Lien. Grantor consents to the granting by Grantee of a lien, security interest and mortgage in Grantee's interest in the Easement and all of Grantee's personal property and fixtures attached to the Easement Premises, and further consents to the exercise by any mortgagee of Grantee ("**Lender**") of its rights of foreclosure with respect thereto. Grantor agrees to enter into any reasonable amendment to this Agreement requested by any existing or prospective Lender to Grantee.

7. Use and Access Restrictions. The uses and operation of the Grantor's Property and any equipment or facilities thereon (the "**Grantor Property Uses**") shall not interfere electrically or with the communications systems on any Tower now existing or hereafter constructed on the Easement Premises. Notwithstanding anything in this Agreement to the contrary, if the Grantor Property Uses shall interfere with communications systems or equipment or the operation of any Tower located on the Easement Premises, Grantor shall upon reasonable written request immediately suspend the Grantor Property Uses causing the interference and take such further actions as Grantee deems reasonably necessary, at Grantor's expense, to eliminate or remedy such interference or otherwise rectify the situation to the reasonable satisfaction of Grantee. Grantor and Grantee shall use good faith efforts to resolve any interference issues.

8. Grantor's Cooperation. Grantor hereby authorizes the Grantee Parties to prepare, execute, submit, file and present, on behalf of Grantor, building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits, building permits and any other permits or approvals required in connection with the use of the Easement Premises pursuant to this Agreement. Grantor understands that any such applications and/or the satisfaction of any requirements thereof may require Grantor's cooperation, which Grantor hereby agrees to provide, including signing any such necessary documentation and, if required, attendance at hearings in front of applicable governmental authorities.

9. Agent and Attorney-in-Fact. Grantee is hereby appointed Grantor's attorney-in-fact solely for the purposes outlined in this Agreement in the performance of the grants and obligations created by this Agreement, including but not limited to establishing Grantee's right and authority in this Agreement and to sign applications, documents, permits, or other documents required by local, state and federal governmental authorities in connection with the use of the Easement Premises pursuant to this Agreement. The appointment of Grantee as Grantor's attorney-in-fact hereunder is irrevocable and is hereby coupled with an interest.

10. Ownership. The Tower shall at all times remain the property of Grantee and may at all times be removed by the Grantee pursuant to the removal terms herein.

11. Survey. If a survey has not already been prepared and attached as an exhibit to this Agreement, Grantor agrees to cooperate with Grantee in obtaining a survey of the Grantor's

Property and the Easement Premises, at Grantee's cost. Upon completion, the parties shall execute an amendment to this Agreement attaching such as an exhibit to this Agreement.

12. Amendment; Termination.

(a) This Agreement may be amended upon the mutual agreement of the parties. Any such amendment shall be in writing, executed and acknowledged by Grantor and Grantee, and duly recorded in the land records of the county the Grantor's Property is located.

(b) This Agreement and the Easement may be terminated solely by Grantee. Any such termination shall be in writing, executed and acknowledged by Grantee, and duly recorded in the land records of the county where the Grantor's Property is located.

13. Assignment. Grantee reserves the right to assign, transfer, mortgage or grant a security interest in the Tower and Grantee's rights in this Agreement without notice to or consent of Grantor. If any such assignee, mortgagee, or holder of a security interest, including their successors and assigns, shall succeed to Grantee's interest under this Agreement, such assignee agrees to assume all of Grantee's obligations hereunder following such succession, and if Grantee provides notice of such assignment to Grantor, Grantee shall be fully released of any liability and responsibility under this Agreement. Grantor may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Grantor's Property.

14. No Dedication for Public Use. The provisions hereof are not intended to and do not constitute a dedication for public use, and the rights herein created are private and for the benefit only of the parties hereto, the successors, assigns, tenants, subtenants, employees, invitees and licensees, and the guests and invitees of such tenants and subtenants.

15. Runs with the Land. This Agreement shall run with the land so as to bind the successors and assigns of the Grantor's Property (including, without limitation, any future owners in fee or leasehold) and to benefit the successors and assigns of the Grantee, including, without limitation, in each case, interests of tenants and subtenants and other users of the Grantor's Property and the Easement Premises.

16. Representations, Warranties, and Additional Covenants.

(a) Grantor represents and warrants that: (i) it is the fee simple owner of the Grantor's Property and the Easement Premises granted herein, and that Grantee shall peaceably and quietly hold and enjoy the Easements without interference, hindrance, or obstruction by Grantor or any other party whatsoever; (ii) there are no present, pending or threatened legal or administrative proceedings relative to condemnation or other taking by any governmental authority with respect to any portion of the Grantor's Property and Grantor has not received notice of any such condemnation or taking; (iii) the Grantor's Property has not in the past been used, and is not

presently being used, for the handling, storage, transportation, or disposal of hazardous or toxic substances, materials, pollutants or waste and to Grantor's knowledge there has been no release of any such items into the land comprising the Grantor's Property; and (iv) it will comply with all governmental laws, rules, and regulations applicable to the Grantor's Property.

(b) Unless the Easement Premises already constitute separate tax parcels or tracts, Grantor shall not subdivide or cause to be separately subdivided or assessed by any governmental authority any of the Easement Premises. If any such subdivision, creation of separate tax parcel, or separate assessment shall be desired by Grantee in its sole discretion, Grantor shall cooperate with Grantee in obtaining any approvals and effectuating such a subdivision or separate assessment.

(c) Grantor shall not create, grant, or permit any claim, lien, liability, encumbrance, easement charge or restriction on title to the Easements that would adversely affect Grantee's use and enjoyment of the Easements or the rights granted under this Agreement.

(d) Grantor hereby agrees to indemnify, defend and hold harmless the Grantee Parties from and against all losses, claims, damages and liabilities incurred by such parties arising from or relating to: (1) to the extent the laws of the state in which the Grantor's Property is located do not exclude easement holders from liability under federal and state environmental, health and safety laws, any violation or responsibility under such laws; and (2) any breach by Grantor of any of its representations, warranties, or covenants under this Agreement.

(e) If it becomes necessary to relocate any of the utility lines that serve the Tower Easement, Grantor hereby covenants and consents to the reasonable relocation for such utility lines upon the Grantor's Property for no additional consideration and hereby agrees to reasonably cooperate with Grantee to create a revised legal description for the Access and Utility Easement Premises and execute an amendment to this Agreement to reflect such revision.

(f) The representations and warranties of Grantor contained herein shall survive termination of this Agreement.

17. Entire Agreement. The unenforceability of any provision hereof shall not affect the remaining provisions of this Agreement, but rather such provision shall be severed, and the remainder of this Agreement shall remain in full force and effect.

18. Compliance with Law; No Waiver. This Agreement and the rights and obligations created hereunder are subject to and governed by the laws, decisions, rules and regulations of any federal, state, or local regulatory authority charged with the administration of the transactions contemplated hereby. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.

19. Attorneys' Fees. In the event that either Grantor or Grantee should bring suit for the recovery of any sum due under this Agreement, or for enforcement of this Agreement, or because of the breach of any provision of this Agreement or for any other relief against the other, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth in which the Grantor's Property is located without regard to its conflict of law principles.

21. Counterparts. This Agreement may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Agreement bearing an original 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 the original signature. For the purposes of this section, "original signature" means or refers to a signature that has not been mechanically or electronically reproduced.

22. Recording of Easement. Grantee shall be permitted to record this Agreement or, at Grantee's request in Grantee's sole discretion, Grantor shall execute a Memorandum of Easement reflecting the terms of this Agreement, which Grantee shall be permitted to record.

23. Rule against Perpetuities. If the Grantor's Property is located in a state or commonwealth where the grant of the perpetual Easements hereunder would or could violate the rule against perpetuities or any similar law limiting or restricting the duration of real property interests and the Easements specifically, then the Easements shall be effective only from the Effective Date until one day less than twenty-one (21) years following the death of the last surviving person born in the state or commonwealth where the Grantor's Property is located in the month this Agreement is recorded. If the provisions of this Section 23 become or are applicable, Grantor agrees to reasonably cooperate with Grantee to execute a new grant of the Easements on substantially the same terms as this Agreement immediately upon termination of this Agreement.

24. Restrictive Covenants. Grantor acknowledges and agrees that the Easements and the rights granted herein to Grantee are integral to the purchase price paid by Grantee to Grantor with respect to the Easements, and that Grantee would not have paid such monetary consideration to Grantor if Grantor were to create circumstances that would compete with the rights of Grantee

and its intended business operations. Accordingly, Grantor agrees that, for so long as this Agreement is in effect, Grantor shall not:

(a) permit any lessee, sublessee, licensee, or other party granted any rights in or to the Grantor's Property, or on any other property of Grantor adjacent or contiguous to or within a one (1) mile radius of the Grantor's Property, to grant a lease, sublease, license, easement, management agreement, or any other property or contractual interest to any third party for the ownership, operation, leasing, licensing, marketing, or management of wireless communications towers or structures;

(b) transfer the fee simple or leasehold title interest in the Grantor's Property, or the rights to enforce or manage Grantor's rights and the obligation to perform Grantor's covenants hereunder, to any person or entity directly or through an affiliated party engaged in the business of owning, acquiring, operating, managing, investing in or leasing communications towers or communications antenna installations or any person or entity directly or through an affiliated party engaged in the business of owning, acquiring, or investing in real property leases or easements for communications towers or communications antenna installations (each a "**Third Party Competitor**"); or

(c) construct or permit the construction of any wireless communications towers or structures on the Grantor's Property (other than any construction by Grantee on the Easement Premises), or on any other property of Grantor adjacent or contiguous to or within a one (1) mile radius of the Grantor's Property.

In the event any of the covenants contained in this Section 24 shall be determined by any court of competent jurisdiction to be unenforceable by reason of its extending for too long a period of time or over too large a geographic area or by reason of it being too extensive in any other respect, it shall be interpreted to extend only over the longest period of time for which it may be enforceable, over the largest geographic area as to which it may be enforceable and only as extensive in any other respect for which it may be enforceable. Grantor acknowledges that the duration, geographic scope and breadth of the non-competition terms set forth in this Section 24 are considered to be reasonable given the nature of the business of Grantee and are necessary to the protection of the Grantee's business.

25. Right of First Refusal. In the event that Grantor determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Grantor if Grantor is an entity, which interest underlies or affects any or all of the Easements (the "**ROFR Property**") to any Third Party Competitor, during the term of this Agreement, Grantor shall send a written notice to Grantee in accordance with Section 27 below that shall contain an offer to Grantee (or its designee) of a right of first refusal to purchase the Easement Premises (or such larger portion of the Grantor's Property that encompasses the Easement Premises, if applicable) or



such interest proposed to be conveyed. In such event, Grantor shall provide a copy of any offer to purchase or acquire, or any executed purchase agreement or letter of intent ("**Offer**"), to Grantee which copy shall include, at a minimum, the purchase or acquisition price, proposed closing date, and financing terms ("**Minimum Terms**"). Within thirty (30) days of receipt of such Offer, Grantee shall provide written notice to Grantor of Grantee's (or its designee's) election to purchase the ROFR Property on the same Minimum Terms; provided, the closing date shall be no sooner than sixty (60) days after Grantee's purchase election notice. In such event, Grantor agrees to sell the ROFR Property to Grantee (or its designee) subject to Grantee's (or its designee's) payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Grantor and Grantee (or its designee). If Grantee provides written notice that it does not elect to exercise its rights of first refusal to purchase the ROFR Property, or if Grantee does not provide notice of its election within the thirty (30) day period, Grantee shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to Grantee's continuing right of first refusal hereunder), and Grantor shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer ("**Permitted Sale**"). If Grantor does not consummate the Permitted Sale within ninety (90) days of the date of Grantee's waiver of its rights of first refusal, such Offer shall be deemed to have lapsed.

26. Condemnation. In the event of any condemnation of the Easements in whole or in part, Grantee shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Easements so taken, business dislocation expenses, and any other award or compensation to which Grantee may be legally entitled. Grantor hereby assigns to Grantee any such claims and agrees that any claims made by Grantor will not reduce the claims made by Grantee.

27. Notices. All notices, demands, requests and other communications hereunder shall be in writing either personally delivered against receipt or mailed, via certified mail, return receipt requested, or sent by overnight courier to the addresses set forth in this Agreement or at such address as may be specified from time to time by Grantor or Grantee.

28. Authority to Enter into Agreement. Grantee and Grantor each represent and warrant that they have full power and authority to execute, deliver, and perform their respective obligations under this Agreement.

29. Default; Remedies. Notwithstanding anything to the contrary in this Agreement, if Grantee shall fail to cure any default under this Agreement following written notice and a reasonable opportunity to cure, Grantor agrees that it shall not have the right to terminate this Agreement and that Grantor's sole remedy for such default shall be an action for specific performance or an action for damages.

*[remainder of page left blank]*

*Grantor Signature Page to Easement and Assignment of Lease Agreement*

IN WITNESS WHEREOF, the undersigned have executed this Easement and Assignment of Lease Agreement as of the Effective Date.

**GRANTOR:**

*Jimmy R Berekvam*  
Jimmy R. Berekvam

*Ann M Berekvam*  
Ann M. Berekvam

STATE OF WISCONSIN

COUNTY OF JACKSON

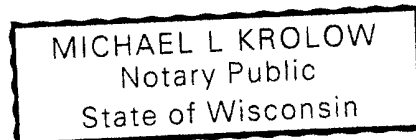
The foregoing instrument was acknowledged before me on April, 27 2023,  
by **Jimmy R. Berekvam and Ann M. Berekvam.**

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*Michael L. Krolow*  
Notary Public

Printed Name: Michael L. Krolow

My Commission Expires: Feb 8, 2025




Grantor's Address: **W 8755 US Hwy 12, Black River Falls, WI 54615**

*Grantee Signature Page to Easement and Assignment of Lease Agreement*

**GRANTEE:**


**VB-S1 Assets, LLC,**  
a Delaware limited liability company

By:   
Name: Adam B. Ginder, Esq.  
Title: Vice President

**STATE OF FLORIDA**

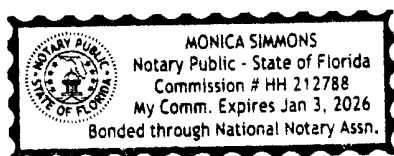
**COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 24th day of April, 2023, by means of ☒ physical presence or ☐ online notarization by Adam B. Ginder, Esq., the Vice President of **VB-S1 Assets, LLC**, a Delaware limited liability company, on behalf of the company.

  
\_\_\_\_\_  
Signature of Notary Public

Monica Simmons  
\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known X OR Produced Identification \_\_\_\_\_



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**

The following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Jackson County, State of Wisconsin:

That part of the Southwest Quarter of the Northwest Quarter (SW1/4 of NW1/4) part of the North one-half of the Southwest Quarter (N ½ of SW ¼), lying South and West of U.S. Highway No. 12, Section Four, Township Twenty North, Range Three West.

Parcel ID: 032-0055.0005, 032-0058.0000, 032-0057.0005

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF TOWER EASEMENT PREMISES**

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4-NW1/4) AND THAT PART OF THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER (N1/2-SW1/4) LYING SOUTH AND WEST OF U.S. HIGHWAY 12, SECTION 4, TOWNSHIP 20 NORTH, RANGE 3 WEST, TOWN OF MANCHESTER, JACKSON COUNTY, WISCONSIN AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BERNTSEN ALUMINUM MONUMENT MARKING THE SOUTH 1/4 CORNER OF SECTION 4, TOWNSHIP 20 NORTH, RANGE 3 WEST, JACKSON COUNTY, WISCONSIN; THENCE N0° 11' 02"W, 1514.42 FEET ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION 4; THENCE N90° 00' 00"W, 1136.83 FEET TO THE POINT OF BEGINNING; THENCE S0° 00' 00"E, 100.00 FEET; THENCE N90° 00' 00"W, 100.00 FEET; THENCE N0° 00' 00"E, 100.00 FEET; THENCE N90° 00' 00"E, 100.00 FEET TO THE POINT OF BEGINNING. SAID LEASE AREA CONTAINS 10,000 SQUARE FEET (0.23 ACRES), MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED.

## **EXHIBIT "C"**

### **LEGAL DESCRIPTION OF ACCESS AND UTILITY EASEMENT PREMISES**

#### **PROPOSED 20' WIDE ACCESS EASEMENT CENTERLINE DESCRIPTION:**

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4-NW1/4) AND THAT PART OF THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER (N1/2-SW1/4) LYING SOUTH AND WEST OF U.S. HIGHWAY 12, SECTION 4, TOWNSHIP 20 NORTH, RANGE 3 WEST, TOWN OF MANCHESTER, JACKSON COUNTY, WISCONSIN AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BERNTSEN ALUMINUM MONUMENT MARKING THE SOUTH 1/4 CORNER OF SECTION 4, TOWNSHIP 20 NORTH, RANGE 3 WEST, JACKSON COUNTY, WISCONSIN; THENCE N0° 11' 02"W, 1514.42 FEET ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION 4; THENCE N90° 00' 00"W, 1136.83 FEET; THENCE S0° 00' 00"E, 100.00 FEET; THENCE N90° 00' 00"W, 50.00 FEET TO THE POINT OF BEGINNING; THENCE S0° 00' 00"E, 59.67 FEET; THENCE N86° 31' 32"E, 189.06 FEET; THENCE N72° 57' 13"E, 66.67 FEET TO THE POINT OF TERMINATION IN THE WEST LINE OF US HIGHWAY 12. SAID EASEMENT IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED.

#### **PROPOSED 8' WIDE UTILITY EASEMENT CENTERLINE DESCRIPTION:**

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4-NW1/4) AND THAT PART OF THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER (N1/2-SW1/4) LYING SOUTH AND WEST OF U.S. HIGHWAY 12, SECTION 4, TOWNSHIP 20 NORTH, RANGE 3 WEST, TOWN OF MANCHESTER, JACKSON COUNTY, WISCONSIN AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BERNTSEN ALUMINUM MONUMENT MARKING THE SOUTH 1/4 CORNER OF SECTION 4, TOWNSHIP 20 NORTH, RANGE 3 WEST, JACKSON COUNTY, WISCONSIN; THENCE N0° 11' 02"W, 1514.42 FEET ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION 4; THENCE N90° 00' 00"W, 1136.83 FEET; THENCE S0° 00' 00"E, 68.38 FEET TO THE POINT OF BEGINNING; THENCE N90° 00' 00"E, 142.36 FEET, MORE OR LESS, TO THE WEST LINE OF U.S. HIGHWAY 12 AND POINT OF TERMINATION. SAID EASEMENT CENTERLINE CONTAINS 142.36 LINEAR FEET AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED.