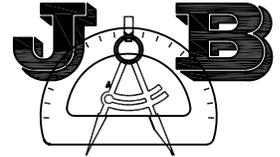
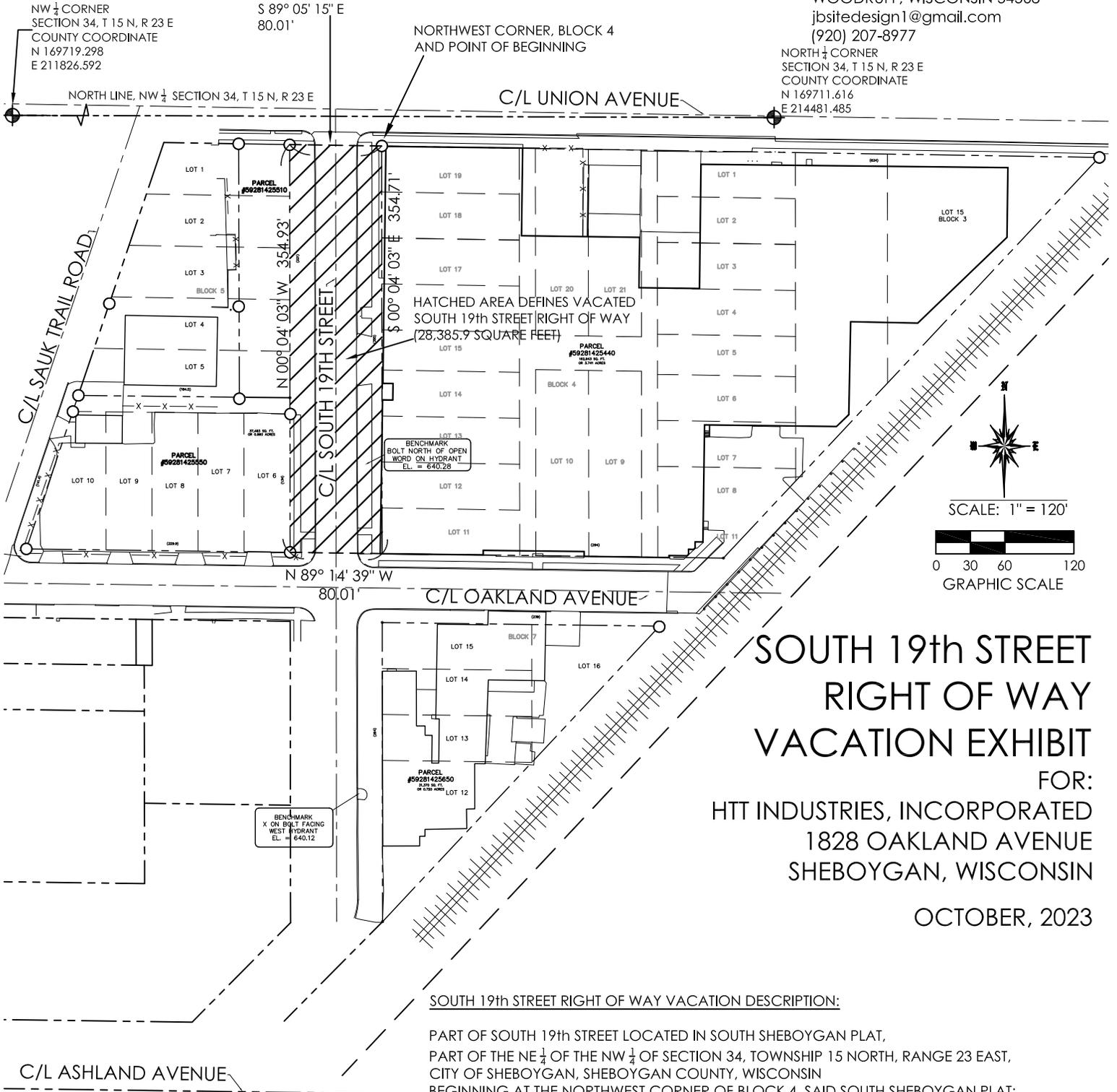


EXHIBIT A



SITE DESIGN AND ENGINEERING, LLC
 PO BOX 1067
 WOODRUFF, WISCONSIN 54568
 jbsitedesign1@gmail.com
 (920) 207-8977

NORTH 1/4 CORNER
 SECTION 34, T 15 N, R 23 E
 COUNTY COORDINATE
 N 169711.616
 E 214481.485



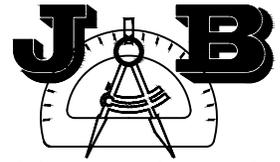
**SOUTH 19th STREET
 RIGHT OF WAY
 VACATION EXHIBIT**
 FOR:
 HTT INDUSTRIES, INCORPORATED
 1828 OAKLAND AVENUE
 SHEBOYGAN, WISCONSIN

OCTOBER, 2023

SOUTH 19th STREET RIGHT OF WAY VACATION DESCRIPTION:

PART OF SOUTH 19th STREET LOCATED IN SOUTH SHEBOYGAN PLAT,
 PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 34, TOWNSHIP 15 NORTH, RANGE 23 EAST,
 CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN
 BEGINNING AT THE NORTHWEST CORNER OF BLOCK 4, SAID SOUTH SHEBOYGAN PLAT;
 THENCE S 00° 04' 03" E, 354.71 FEET TO ITS INTERSECTION OF THE NORTH LINE OF
 OAKLAND AVENUE RIGHT OF WAY; THENCE N 89° 14' 39" W, 80.01 FEET TO THE MONUMENTED
 NORTH LINE OF OAKLAND AVENUE RIGHT OF WAY AND ITS INTERSECTION OF THE WEST LINE OF
 SOUTH 19th STREET RIGHT OF WAY; THENCE N 00° 04' 03" W, 354.93 FEET TO THE MONUMENTED
 SOUTH LINE OF UNION AVENUE RIGHT OF WAY AND ITS INTERSECTION OF THE WEST LINE OF
 SOUTH 19th STREET RIGHT OF WAY; THENCE S 89° 05' 15" E, 80.01 FEET TO THE POINT OF
 BEGINNING FOR A VACATION AREA OF 28,385.9 SQUARE FEET MORE OR LESS.

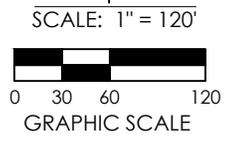
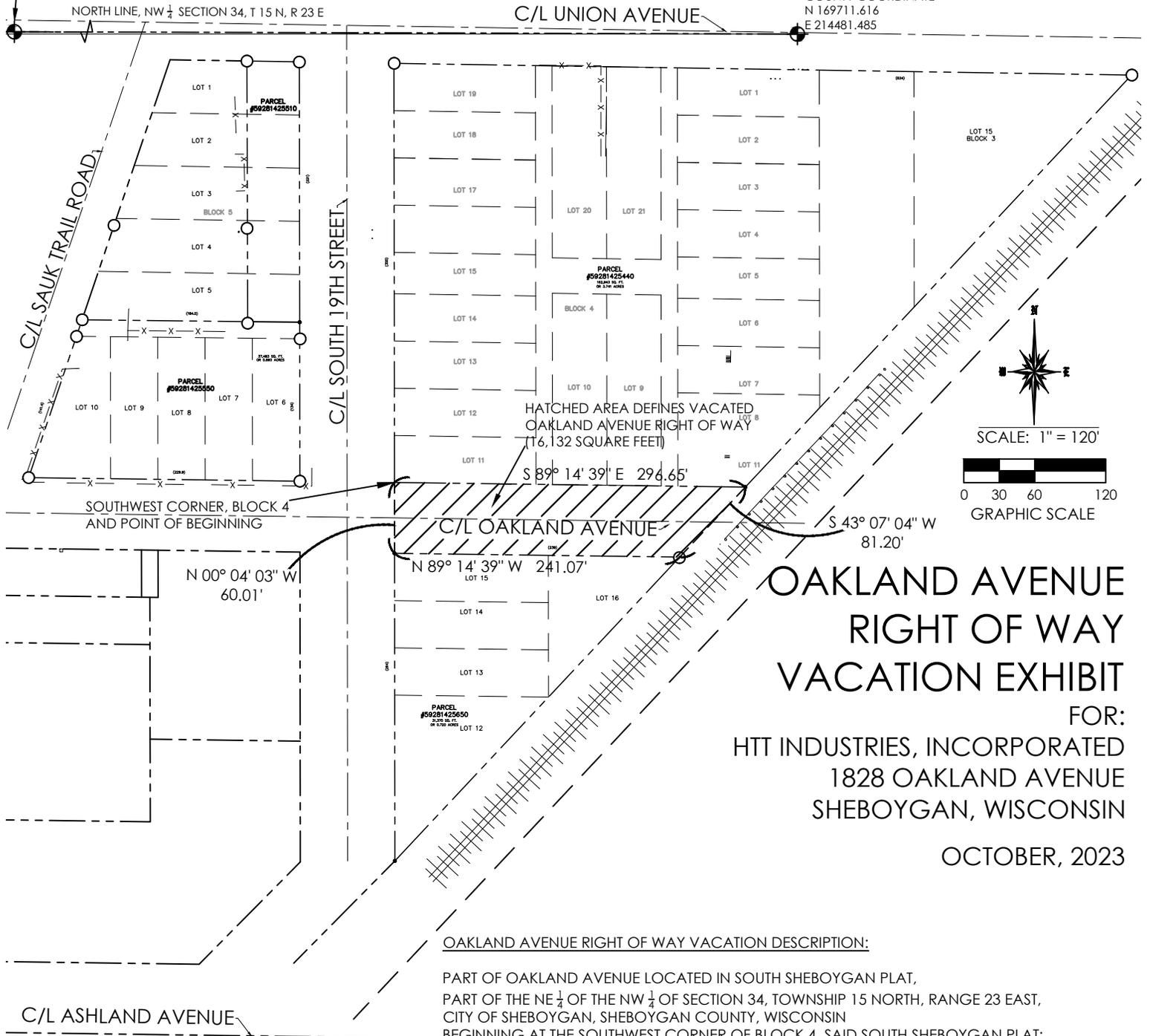
EXHIBIT B



SITE DESIGN AND ENGINEERING, LLC
 PO BOX 1067
 WOODRUFF, WISCONSIN 54568
 jbsitedesign1@gmail.com
 (920) 207-8977

NORTH 1/4 CORNER
 SECTION 34, T 15 N, R 23 E
 COUNTY COORDINATE
 N 169711.616
 E 214481.485

NW 1/4 CORNER
 SECTION 34, T 15 N, R 23 E
 COUNTY COORDINATE
 N 169719.298
 E 211826.592



OAKLAND AVENUE RIGHT OF WAY VACATION EXHIBIT

FOR:
 HTT INDUSTRIES, INCORPORATED
 1828 OAKLAND AVENUE
 SHEBOYGAN, WISCONSIN

OCTOBER, 2023

OAKLAND AVENUE RIGHT OF WAY VACATION DESCRIPTION:

PART OF OAKLAND AVENUE LOCATED IN SOUTH SHEBOYGAN PLAT,
 PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 34, TOWNSHIP 15 NORTH, RANGE 23 EAST,
 CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN
 BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 4, SAID SOUTH SHEBOYGAN PLAT;
 THENCE S 89° 14' 39" E, 296.65 FEET TO ITS INTERSECTION OF THE WEST LINE OF UNION PACIFIC
 RAILROAD RIGHT OF WAY; THENCE S 43° 07' 04" W, 81.20 FEET TO THE MONUMENTED SOUTH
 LINE OF OAKLAND AVENUE RIGHT OF WAY AND ITS INTERSECTION OF THE WEST LINE OF THE
 UNION PACIFIC RAILROAD RIGHT OF WAY; THENCE N 89° 14' 39" W, 241.07 FEET TO THE
 MONUMENTED SOUTH LINE OF OAKLAND AVENUE RIGHT OF WAY AND ITS INTERSECTION OF
 THE EAST LINE OF SOUTH 19th STREET RIGHT OF WAY; THENCE N 00° 04' 03" W, 60.01 FEET TO THE
 POINT OF BEGINNING FOR A VACATION AREA OF 16,132 SQUARE FEET MORE OR LESS.

EXHIBIT C

UTILITY EASEMENT AGREEMENT

Document Number

This Utility Easement Agreement (the "Agreement") is entered into by and between LANDMARK HTT SHEBOYGAN, LLC, maintaining its principal office at 5210 Vanguard Drive, Sheboygan, Wisconsin 53083, hereinafter referred to as "GRANTOR" and CITY OF SHEBOYGAN, a Wisconsin municipal corporation, maintaining its principal office at 828 Center Avenue, Sheboygan, Wisconsin 53081, hereinafter referred to as "GRANTEE".

RECITALS

WHEREAS, as a result of the vacation and discontinuance of a portion of Oakland Avenue, the GRANTOR owns land described as and depicted on the map attached hereto as Exhibit A, located within the City of Sheboygan, Sheboygan County, Wisconsin, (hereinafter referred to as the "Property"); and

Recording Area

Name and Return Address: Attorney Michael J. Bauer HOPP NEUMANN HUMKE LLP 2124 Kohler Memorial Drive, Suite 310 Sheboygan, WI 53081

WHEREAS, GRANTOR and GRANTEE desire to create an approximately 60' wide permanent easement over the Property for construction, maintenance, repair, replacement, and operation of GRANTEE's sanitary sewer, and storm sewer systems (the "Utilities") in, over, across and under the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the terms contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easements.

(a) Permanent Easement. The GRANTOR hereby grants, transfers and conveys for the benefit of GRANTEE a perpetual, non-exclusive easement in, over, across and under the Property for the construction, maintenance, repair, replacement and operation of GRANTEE's Utilities. GRANTOR shall maintain or cause to be maintained the Property.

(b) Access Easement. The GRANTOR hereby further grants, transfers and conveys for the benefit of the GRANTEE a non-exclusive right, privilege and easement over the Property as may be reasonably necessary to permit access by the GRANTEE and its agents, employees and contractors to inspect, construct, maintain, repair, replace and operate the Utilities in, over, across and under the Property. Such construction and/or repair may involve excavation and grading, and the repair and installation of such Utilities and other improvements as may be necessary, in the reasonable discretion of the GRANTEE to insure the proper functioning of the Utilities.

2. Operation and Maintenance of Utilities. The GRANTEE shall be responsible for the operation, maintenance, repair and/or replacement of the Utilities pursuant to the normal and customary ordinances, rules, regulations and policies of the GRANTEE.

3. **Restoration of Property.** Upon completion of any maintenance, repair and/or replacement of the Utilities, or any other construction activities related thereto, the **GRANTEE** shall, at its expense, repair and restore the surface of the Property to substantially the same or better condition than existed before commencement of the work.

4. **Grantor's Right to Relocate Utilities and Terminate Easement.** **GRANTOR** may, at any time upon one hundred eighty (180) days advance written notice to **GRANTEE**, in consultation with **GRANTEE**, relocate the sanitary sewer and storm sewer mains and related facilities from the Property, at **GRANTOR**'s expense, or with **GRANTEE**'s consent and approval abandon and discontinue the sanitary sewer and storm sewer mains and related facilities, at **GRANTOR**'s expense, located in the Property. In the event the utilities are relocated all terms and conditions of this Agreement shall apply to the area of **GRANTOR**'s property containing the relocated utilities. In the event the utilities are abandoned and discontinued then this Agreement shall terminate.

5. **Term.** The term of this Agreement shall commence upon the date of its filing with the Register of Deeds for Sheboygan County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. The parties each agree, on behalf of themselves and their successors and assigns, that any provision of law or equity to the contrary notwithstanding, that this Agreement shall continue in effect throughout its term, notwithstanding any default by any party.

6. **Enforcement.** The **GRANTOR** and the **GRANTEE** shall each have the right to enforce the easements and obligations created under this Agreement in any manner provided for by law or in equity, including without limitation, a suit for damages or injunctive relief. If any provision or portion thereof, of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

7. **Reservation of Rights.** **GRANTOR** reserves the right to use the Property, for any and all purposes that will not unreasonably interfere with **GRANTEE**'s easement rights granted hereby. However, **GRANTOR** shall not install improvements or vegetation on the Property which would unreasonably interfere with **GRANTEE**'s operation, maintenance, repair or replacement of the Utilities.

8. **Miscellaneous.**

(a) **Waiver.** No delay or omission by any of the parties hereto, or their successors and/or assigns, to exercise any right or power accruing upon any non-compliance or failure of performance by another party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any of the parties hereto, or their successors and/or assigns, of any of the covenants, conditions or agreements hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

(b) **Successors in Interest and Assigns.** This Agreement and each and all of the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the parties and their respective successors in interest and assigns, and no third party, other than such successors in interest and assigns, shall be entitled to enforce any term, covenant, or conditions of this Agreement or have any rights hereunder.

(c) **Headings.** The headings appearing in this Agreement are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

(d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

(e) **Severability.** If any provisions, or portions thereof, of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable,

**GRANTEE:
CITY OF SHEBOYGAN**

By: _____
Ryan Sorenson, Mayor

Dated: _____

By: _____
Meredith DeBruin, Clerk

Dated: _____

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____ 2023, Ryan Sorenson and Meredith DeBruin, to me known to be the person who executed the foregoing instrument, and acknowledged the same.

Print Name: _____
Notary Public, Sheboygan County, Wisconsin
My Commission: _____

This Document Drafted By:

Village Attorney Michael J. Bauer
HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081-3174
T: (920) 457-8400
F: (920) 457-8411

R:\CLIENT\10373\00007\00221001.DOCX

EXHIBIT A

(Oakland Avenue Map and Legal Description)