

**TEMPORARY
CONSTRUCTION & GRADING
EASEMENT**

Document Number

Document Title


20051116000598460 1/11 \$42.00
Shelby Cnty Judge of Probate, AL
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This Temporary Construction Easement (this "**Easement**") is made as of this 15th day of November, 2005, by and between **CONTINENTAL 120 FUND LLC**, a Wisconsin limited liability company ("**Grantee**") and **THE CHURCH AT BROOK HILLS**, an Alabama non-profit corporation ("**Grantor**").

WHEREAS, Grantor owns certain real property in the City of Birmingham, Shelby County, State of Alabama (a) as more particularly described on Exhibit A attached hereto and incorporated herein by reference and as depicted as the "Grantor's Property" on Exhibit D attached hereto and incorporated herein by reference (the "**Grantor's Property**") and (b) as more particularly described on Exhibit B attached hereto and incorporated herein by reference and as depicted as the "Easement Area" on Exhibit D (the "**Easement Area**"); and

WHEREAS, Grantee owns certain real property in the City of Birmingham, Shelby County, State of Alabama, as more particularly described on Exhibit C attached hereto and incorporated herein by reference and as depicted as the "Grantee's Property" on Exhibit D attached hereto and incorporated herein by reference (the "**Grantee's Property**"); and

WHEREAS, Grantee desires to construct one or more improvements (the "**Improvements**") on Grantee's Property;

WHEREAS, Grantor desires to provide to Grantee, and Grantee desires to receive from Grantor, a temporary easement within the Easement Area for purposes of storage of construction equipment and materials, ingress and egress of construction equipment and personnel and the permanent storage of fill removed from Grantee's Property, including grading of such fill within the Easement Area, all upon the terms, provisions and conditions set forth in this Easement; and

NOW, THEREFORE, in consideration of One and NO/100 Dollars (\$1.00) and 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 A TEMPORARY EASEMENT. Grantor does hereby grant, convey and warrant to Grantee and Grantee's agents, contractors, tenants, licensees, guests, invitees, grantees, employees, representatives, successors (including, without limitation, any and all successors to Grantee in title to the Grantee's Property) and assigns

*All consideration paid
by mortgage filed
simultaneously herewith*

Recording Area

Name and Return Address

Continental Properties Company, Inc.
W134 N8675 Executive Parkway
Menomonee Falls, WI 53051
Attn: Legal Department

Parcel Identification Number (PIN)



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(collectively, the “**Grantee Parties**”), a non-exclusive, temporary right and easement (which easement shall be appurtenant to the Grantee’s Property) within the Easement Area for the purposes of storage of construction equipment and material (within the Easement Area), ingress and egress for construction equipment and personnel across the Easement Area and the permanent storage of fill within the Easement Area removed from Grantee’s Property, including the grading of such fill within the Easement Area. The fill shall be placed on Grantor’s Property in one foot (1’) lifts and will be compacted by means of rolling over such fill with a D7 or equal earthmoving equipment. All work will comply with best management practices as required by ADEM for erosion control and storm water runoff. Upon completion of the grading of such fill, Grantor shall hydro-seed the graded area. After completion of the grading work and stabilization of the groundcover contemplated by this Easement, Grantee shall have no obligation to maintain the grade or the installed landscaping within the Easement Area. Grantor may change the grade on Grantor’s Property after completion of the grading work. In the event Grantor elects to change the grade along the property line of Grantor’s property and Grantee’s property, Grantee shall reimburse Grantor (within thirty (30) days of receiving the invoice) the cost to install retaining walls, if required, in this area, in an amount not to exceed (\$16,875.00). This not to exceed amount represents cost saving to grantee created by elimination of some retaining walls on grantee’s property due to this Easement. Grantee’s obligation to reimburse Grantor for the installation of the retaining walls shall expire on the earlier to occur of: a) ten years following the date of this Easement, or b) transfer of ownership of Grantor’s Property. The entrance to the Easement Area from Grantee’s Property shall be gated during construction. Such gate will be left in place after termination of easement. Grantor and Grantee hereby acknowledge and agree that notwithstanding the temporary nature of this Easement, Grantee shall have no obligation to remove any fill from the Easement Area. Grantee shall grade the Easement Area to the grade requested by Grantor, provided that (a) such grade within the Easement Area shall be within one foot (1’) of the final grade on the adjacent Grantee’s Property and (b) Grantee shall not be required to provide more than the amount of excess export fill available from Grantee’s Property after completion of on and off-site work.

This easement shall terminate upon the earlier of: (i) Grantee’s notice to Grantor of the termination of this Easement, (ii) completion of the construction of the Improvements, or (iii) eighteen (18) months after construction on Grantee’s Property has commenced.

2. PAYMENT. As consideration for this Easement, Grantee shall pay Grantor, until this Easement is terminated, the sum of Two Thousand and 00/100 Dollars (\$2,000.00) per month, due on the 1st day of each calendar month, excluding time period for stabilization of groundcover.
3. NONDISTURBANCE. Grantee will not interfere with the activities of Grantor and any of its agents, contractors, tenants, licensees, guests, invitees, grantees, employees, representatives, successors (including, without limitation, any and all successors in title to

the Grantor's Property) and assigns (collectively, the "Grantor Parties") in connection with its operations in the Easement Area.

4. CONSTRUCTION LIENS. In the event any liens are filed against Grantor's Property, or any part thereof, in connection with any work performed by or on behalf of Grantee or in connection with any act or omission of Grantee pursuant to the Easement, Grantee shall have the said liens immediately discharged of record.
5. LETTER OF CREDIT. Grantee will deliver to Grantor an irrevocable stand-by letter of credit in the amount of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) to guarantee performance as stated in this Easement. Such letter of credit may be drawn upon by Grantor only in the event of Grantee's default under this Easement and only after written notice and reasonable opportunity to cure have been provided by Grantor to Grantee. Any draw shall be only to extent necessary to cure such default. Upon completion of the stabilization of groundcover on graded area, Grantor shall return the expiring letter of credit to Grantee.
6. NO PUBLIC RIGHTS; NO THIRD PARTY BENEFICIARIES. Nothing contained in this Easement shall or shall be deemed to constitute a gift or dedication of any portion of the Easement Area to the general public, for the benefit of the general public, or for any public purpose whatsoever, it being the intention of Grantor and Grantee that the Easement shall be strictly limited to and for the purposes expressed herein. Grantor and Grantee agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Easement nor of any of the rights and privileges conferred herein.
7. INSURANCE. During the term of this Easement, Grantee shall maintain commercial general liability insurance containing coverage for injuries to persons and damage to property on Grantor's Property in the amount of at least \$2,000,000 for injuries arising from a single occurrence and \$1,000,000 for damage to property. The insurance certificate shall be provided to Grantor, which shall name Grantor as additional insured.
8. 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, from, against and with respect to any and all suits, demands, causes of actions, liabilities, claims, losses, costs and expenses relating to or arising from or with respect to any 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 or contractors, their agents or employees with respect to the Easement Area or (ii) arising out of any defaults by Grantee hereunder.
9. GRANTOR'S USE. In no event shall any Grantor Party unreasonably obstruct, disrupt or otherwise interfere with the use by any Grantee Party of the Easement Area as contemplated herein.



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10. 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 Federal Express, addressed to the parties at their respective addresses as follows:

If to Grantor:

3145 Brook Highland Parkway
Birmingham, Alabama 35242
Attention: Larry Herndon

If to Grantee:

W134 N8675 Executive Parkway
Menomonee Falls, Wisconsin 53051
Attn: Legal Department

or at such other address as specified in writing by such party. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

11. COSTS. Upon the occurrence of any breach or default under this Easement by either party, the defaulting party shall be liable for and shall reimburse the non-defaulting party upon demand for all reasonable attorney's fees and costs incurred by non-defaulting party in enforcing the defaulting party's obligations under this Easement, whether or not the non-defaulting party files legal proceedings in connection therewith.
12. NO STRICT CONSTRUCTION. The rule of strict construction does not apply to the grant of easement contained herein. This grant shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easement shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.
13. COUNTERPARTS. This Easement may be executed in several counterparts, each of which shall be deemed an original. The signature of the parties hereto on this Easement may be executed and notarized on separate pages, and when attached to this Easement shall constitute one complete document.
14. CAPTIONS. The section headings appearing in this Easement are for convenience of reference only, and are not intended, to any extent and for any purpose, to limit or define the text of any section or subsection hereof.
15. NO PARTNERSHIP. None of the terms and provisions of this Easement shall be deemed to create a partnership between or among the parties hereto in their respective businesses or

otherwise, nor shall any terms or provisions of this Easement cause them to be considered joint venturers or members of any joint enterprise.

16. NO CANCELLATION UPON BREACH. It is expressly agreed that no breach of this Easement shall entitle any party to cancel, rescind or otherwise terminate this Easement.
17. FURTHER ASSURANCES. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.
18. EXHIBITS. All exhibits referred to herein and attached hereto shall be deemed part of the Easement.
19. RECORDING. The Easement shall be recorded in the records of Shelby County, Alabama.
20. GOVERNING LAWS. The internal laws of the State of Alabama shall apply to the Easement without giving effect to the choice of law provisions of such State.
21. SEVERABILITY. If any term, provision or condition contained in this Easement shall, to any extent, be invalid or unenforceable, the remainder of this Easement (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 Easement shall be valid and enforceable to the fullest extent permitted by law.
22. BINDING ON FUTURE PARTIES. The temporary easement and all covenants and easements contained herein shall run with the land and shall inure to the benefit of and be binding upon the parties, their successors and assigns.

(SEPARATE SIGNATURE PAGE(S) TO FOLLOW)

IN WITNESS WHEREOF, the parties have executed this Easement as of the day and year first
above written

GRANTOR:

THE CHURCH AT BROOK HILLS
an Alabama non-profit corporation

By: *Larry Herndon*
Print: LARRY HERNDON
Title: Leadership Pastor

GRANTEE:

CONTINENTAL 120 FUND LLC,
a Wisconsin limited liability company

By: CONTINENTAL PROPERTIES COMPANY, INC.,
a Wisconsin corporation, its managing member

By: *Daniel J. Minahan*
Daniel J. Minahan, President

ACKNOWLEDGMENTS

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STATE OF Alabama)
) SS.

Shelby COUNTY)

Personally came before me this 14th day of Sept., 2005 the above named
Larry Herndon, the Leadership Pastor of
The Church at Brook Hills, a corporation, to me known to be such
person and acknowledged that [s]he executed the foregoing
instrument as the deed of said corporation, by its authority.

Jean Adams
Notary Public, Shelby County, Alabama
My Commission Expires: 8/21/08

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally came before me this 15th day of September, 2005, the above named Daniel J.
Minahan, President of Continental Properties Company, Inc., managing member of Continental 120
Fund LLC, to me known to be said President and acknowledged that he executed the foregoing
instrument as such President as the deed of said corporation, by its authority.

Cynthia A. Lehrke
Notary Public, State of Wisconsin
My Commission Expires: 6/10/07

Cynthia A. Lehrke
Notary Public
State of Wisconsin

EXHIBIT A

Grantor's Property

A parcel of land situated in part of the South Half of Section 29, the Southeast quarter of Section 30, the Northeast quarter of Section 31 and the North half of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northeast corner of the Northeast one-quarter of the Northwest one-quarter of said Section 32 and run thence in a Westerly direction along the North line for a distance of 289.10 feet; thence leaving said North line, turn an interior angle of 243 degrees 34 minutes 15 seconds to the left and run in a Southwesterly direction for a distance of 314.80 feet; thence turn an interior angle of 297 degrees 32 minutes 28 seconds to the left and run in an Easterly direction for a distance of 287.11 feet to a point on the Northwesternmost right of way line of Alabama State Highway 119 (80' right of way); thence turn an interior angle of 60 degrees 37 minutes 54 seconds to the left and run in a Southwesterly direction along said right of way for a distance of 1097.04 feet; thence turn an interior angle of 180 degrees 06 minutes 06 seconds to the left and run in a Southwesterly direction along said right of way for a distance of 100.83 feet to the point of commencement of a non-tangent curve to the left, said curve having a radius of 5757.55 feet, a central angle of 00 degrees 32 minutes 16 seconds, an interior angle of 180 degrees 12 minutes 21 seconds to the left to chord for a chord distance of 54.03 feet; thence run along arc of said curve and along said right of way for a distance of 54.03 feet to the point of commencement of a reverse non-tangent curve to the right, said curve having a radius of 60.00 feet, a central angle of 80 degrees 44 minutes 40 seconds, an interior angle of 141 degrees 34 minutes 42 seconds to the left from chord to chord for a chord distance of 77.73 feet; thence run along arc of said curve and along said right of way for a distance of 84.56 feet to a point on the Northernmost right of way line of Brook Highland Parkway (right of way varies); thence turn an interior angle of 141 degrees 10 minutes 24 seconds to the left from chord and run in a Northeasterly direction along said right of way for a distance of 177.33 feet to the point of commencement of a tangent curve to the left, said curve having a radius of 537.90 feet, a central angle of 22 degrees 39 minutes 54 seconds, a chord distance of 211.40 feet; thence run along arc of said curve and along said right of way for a distance of 212.78 feet; thence run along a line tangent to said curve in a Southwesterly direction along said right of way for a distance of 290.25 feet to the point of commencement of a tangent curve to the right, said curve having a radius of 510.96 feet, a central angle of 47 degrees 53 minutes 53 seconds, a chord distance of 414.82 feet; thence run along arc of said curve and along said right of way for a distance of 427.15 feet to the point of commencement of a compound non-tangent curve to the right, said curve having a radius of 511.27 feet, a central angle of 26 degrees 11 minutes 47 seconds, an interior angle of 142 degrees 55 minutes 59 seconds to the left from chord to chord for a chord distance of 231.73 feet; thence run along arc of said curve and along said right of way for a distance of 233.76 feet; thence run along a line tangent to said curve in a Northwesterly direction along said right of way for a distance of 223.28 feet to the point of commencement of a tangent curve to the left, said curve having a radius of 634.34 feet, a central angle of 36 degrees 35 minutes 07 seconds, a chord distance of 398.20 feet; thence run along arc of said curve and along said right of way for a distance of 405.05 feet; thence turn an interior angle of 288 degrees 17 minutes 33 seconds to the left from chord and run in a Southwesterly direction along said right of way and along a line that is radial for a distance of 12.00 feet; thence turn an interior angle of 89 degrees 58 minutes 09 seconds to the left and run in a Northwesterly direction along said right of way for a distance of 157.35 feet; thence leaving said right of way, turn an interior angle of 120 degrees 45 minutes 40 seconds to the left and run in a Northerly direction for a distance of 484.61 feet to the Southwest corner of Lot 14, Brook Highland 1st Sector, as recorded in Map Book 12, page 62 A & B, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an interior angle of 90 degrees 33 minutes 07 seconds to the left and run in an Easterly direction along the South line of said subdivision for a distance of 537.03 feet to the Southeast corner of Lot 18 of said subdivision; thence turn an interior angle of 238 degrees 32 minutes 43 seconds to the left and run in a Northeasterly direction along the East line of said subdivision for a distance of 143.31 feet to the Easternmost corner of said Lot 18 and the Southwest corner of Lot 331, Brook Highland 7th Sector, as recorded in Map Book 13, page 99 A & B, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an interior angle of 168 degrees 21 minutes 28 seconds to the left and run in a Northeasterly direction along the East line of said subdivision for a distance of 183.78 feet; thence turn an interior angle of 174 degrees 57 minutes 44 seconds to the left and run in a Northeasterly direction along the Southerly line of said subdivision for a distance of 264.74 feet to the Southeast corner of Lot 329 of said subdivision; thence turn an interior angle of 205 degrees 22 minutes 57 seconds to the left and run in a Northeasterly direction along said Southerly line for a distance of 301.62 feet; thence turn an interior angle of 43 degrees 12 minutes 55 seconds to the left and run in a Southeasterly direction for a distance of 65.64 feet; thence turn an interior angle of 309 degrees 24 minutes 07 seconds to the left and run in a Northeasterly direction for a distance of 52.82 feet; thence turn an interior angle of 189 degrees 58 minutes 10 seconds to the left and run in a Northeasterly direction for a distance of 354.07 feet; thence turn an interior angle of 195 degrees 24 minutes 50 seconds to the left and run in a Northeasterly direction for a distance of 167.75 feet; thence turn an interior angle of 170 degrees 18 minutes 28 minutes to the left and run in a Northeasterly direction for a distance of 81.90 feet; thence turn an interior angle of 167 degrees 18 minutes 24 seconds to the left and run in a Northeasterly direction for a distance of 64.86 feet; thence turn an interior angle of 98 degrees 43 minutes 13 seconds to the left and run in a Southeasterly direction for a distance of 82.54 feet to a point on the East line of the Southwest one-quarter of the Southwest one-quarter of Section 29, Township 18 South, Range 1 West; thence turn an interior angle of 107 degrees 41 minutes 21 seconds to the left and run in a Southerly direction along said East line for a distance of 1080.34 feet; thence turn an interior angle of 270 degrees 34 minutes 47 seconds to the left and run in an Easterly direction for a distance of 1296.39 feet to a point on the Westernmost right of way line of Alabama State Highway 119; thence turn an interior angle of 61 degrees 23 minutes 45 seconds to the left and run in a Southwesterly direction along said right of way for a distance of 284.80 feet to the POINT OF BEGINNING. Said parcel contains 3,253.281 square feet or 74.69 acres more or less.

Exhibit B


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Brookhill Construction Easement

A temporary construction easement lying in Section 29, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

Commencing at the Northeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29; thence run S $00^{\circ}14'00''$ W along the East line of Section 29 for a distance of 1016.99 feet to a point on the East Right of Way line of Highway 119; thence S $27^{\circ}44'55''$ W for a distance of 68.38 feet to a point on the East Right of Way line of Highway 119 and the Point of Beginning; thence S $27^{\circ}44'55''$ W for a distance of 279.29 feet a point; thence N $89^{\circ}39'01''$ W for a distance of 686.47 feet to a point; thence N $00^{\circ}20'59''$ E for a distance of 239.63 feet to a point; thence N $89^{\circ}42'41''$ E a distance of 815.00 feet to a point on the North Right of Way line of Highway 119 and the Point of Beginning. Said above described easement contains 4.19 acres, more or less.

EXHIBIT "C"

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Lot 1, according to the survey of Springs @ Greystons, as recorded in Map Book 35, Page 96, in the Probate Office of Shelby County, Alabama; and being formerly described as follows: That certain real estate situated in D. N. Lee Estates as recorded in Map Book 3, page 115, in the Probate Office of Shelby County, Alabama, also being in the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of Section 29 and the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of Section 32, Township 18 South, Range 1 West, being more particularly described as follows:

Commence at the Southwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 18 South, Range 1 West; thence run North along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 309.85 feet to an iron pin set at the point of beginning, said point being on the Northwest right of way of Alabama Highway No. 119 known as Cahaba Valley Drive; thence turn an angle to the right of $27^{\circ}54'59''$ and run in a Northeasterly direction along said Northwest right of way for a distance of 131.41 feet to an iron pin set on a curve to the left having a central angle of $3^{\circ}36'08''$ and a radius of 5,530.14 feet; thence turn an interior clockwise angle to the right of $178^{\circ}22'28''$ to the chord of said curve and run in a Northwesterly direction along the arc of said curve and also along said Northwest right of way for a distance of 347.69 feet to a concrete monument found; thence turn an interior clockwise angle to the right of $178^{\circ}12'00''$ from the chord of last stated curve and run in a Northeasterly direction along said Northwest right of way for a distance of 93.82 feet to an iron pin set; thence turn an interior clockwise angle to the right of $101^{\circ}23'58''$ and run in a Northwesterly direction for a distance of 314.01 feet to an iron pin set on the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an interior clockwise angle to the right of $234^{\circ}06'35''$ and run in a Northerly direction along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 320.53 feet to an iron pin set at the Northeast corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 29; thence turn an interior clockwise angle to the right of $89^{\circ}22'09''$ and run in a Westerly direction along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 1,328.95 feet to an iron pin set at the Northwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an interior clockwise angle to the right of $90^{\circ}37'24''$ and run in a Southerly direction along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 1,077.51 feet to an iron pin found; thence turn an interior clockwise angle to the right of $89^{\circ}23'23''$ and run in an Easterly direction for a distance of 1,296.79 feet to an iron pin found on the Northwest right of way of said Alabama Highway No. 119; thence turn an interior clockwise angle to the right of $118^{\circ}32'03''$ and run in a Northeasterly direction along said Northwest right of way for a distance of 68.38 feet to the point of beginning.

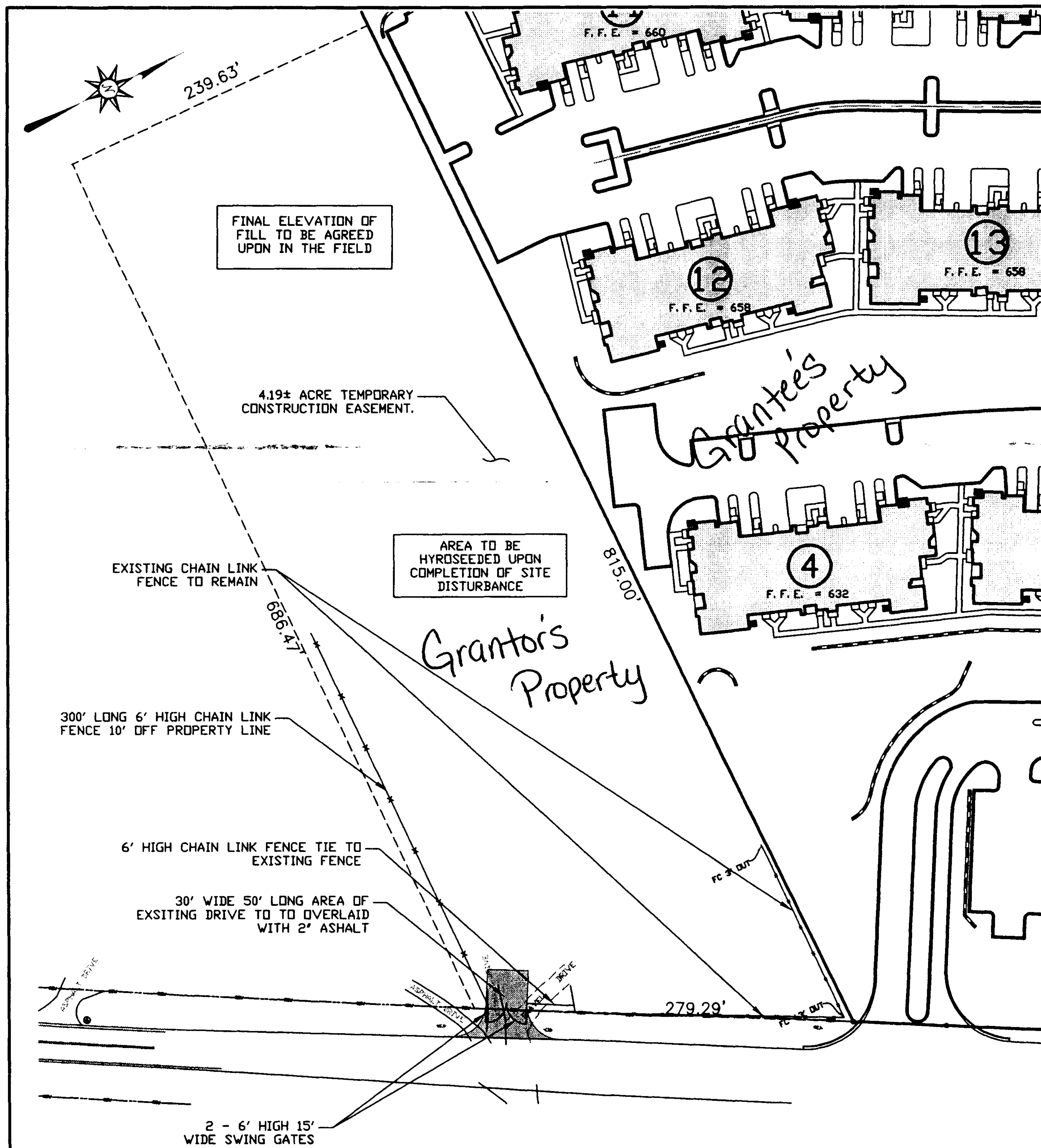
LESS AND EXCEPT the following description:

A part of Tracts 1, 2, 3 & 4 of D. N. Lee Estates as recorded in Map Book 3, page 115, in the Probate Office of Shelby County, Alabama, and also being in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 29, Township 18 South, Range 1 West, being more particularly described as follows:

Begin at an iron pin locally accepted to be the Northwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section and also being the Northwest corner of said Tract 4; thence run South along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section and also along the West line of Tracts 4, 3, 2 & 1 in said D. N. Lee Estates for a distance of 1,077.51 feet to an iron pin found; thence turn an angle to the left of $90^{\circ}36'37''$ and run in an Easterly direction for a distance of 310.02 feet to a point; thence turn an angle to the left of $89^{\circ}23'23''$ and run in a Northerly direction for a distance of 736.70 feet to a point; thence turn an angle to the right of $20^{\circ}05'51''$ and run in a Northeasterly direction for a distance of 189.97 feet to a point; thence turn an angle to the right of $35^{\circ}41'41''$ and run in a Northeasterly direction for a distance of 294.91 feet to a point on the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section and also on the North line of said Tract 4; thence turn an angle to the left of $146^{\circ}24'41''$ and run in a Westerly direction along said North line for a distance of 619.20 feet to the point of beginning.

EXHIBIT D

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SMW Engineering Group, Inc.
208 Oak Mountain Circle
Pelham, Alabama 35124
(205) 252-6985
Fax: (205) 320-1504

PROJECT NO.: 05-196.04

EXHIBIT DRAWING
SHEET TITLE:

CLIENT

CONTINENTAL 120 FUND LLC
W 134 N8675 EXECUTIVE PARKWAY
MENOMONEE FALLS, WI 53051

DATE:	DRAWN:	CHKD:	SCALE:
08/11/05	BLW	BLW	1"=100'