GOWEY ABSTRACT & TITLE COMPANY, INC.
www.goweytitle.com • (800) 673-8710

60 YEAR STAGE II OWNERSHIP AND ENCUMBRANCE REPORT

Ms. Ruth Johnson
Wisconsin Department of Transportation
944 Vanderperren Way
Green Bay, WI 54304
(920) 492-2386
ruth.johnson@dot.wi.gov

RE: Project No. 4640-06-00
STH 28 – 14th St., City of Sheboygan, Sheboygan County
Parcel 1

As requested, I have examined the real estate records in and to the following Sheboygan County lands:

Certified Survey Map No. 1593757 recorded in Volume 17 of Certified Survey Maps, Page 242, located in and being a part of Vacated Water Street and Lots 2, 3, 4, 5 and 6, Block 90; and part of Lots 2, 3, 4, 5 and 6, Block 90½ of the Original Plat of the City of Sheboygan; EXCEPT that part described in Warranty Deed recorded as Document No. 1620555.

For Informational Purposes Only, the above-described lands are designated with the following:

Tax ID Number(s): 59281205930

Title to said real estate is vested in **MRED (14TH/ERIE) ASSOCIATES, a Wisconsin limited partnership** , free and clear of all liens, judgments, mortgages, unpaid real estate taxes, and other encumbrances, EXCEPT:

1. **2012 Real Estate Taxes** in the amount of $61,457.56 – Paid in Full.
2. **Setback & Access Restriction** recorded as Document No. 1593757.
3. **Ingress/Egress Easement** recorded as Document No. 477586.
4. **Ingress/Egress Easement & Pipeline Easement** recorded as Document No. 394321.
5. **Driveway Resolution Agreement** recorded in Volume 517 of Records, Page 406.
6. **Highway Easement** recorded as Document No. 886629.
7. **Driveway Restoration Agreement** recorded as Document No. 1671486.
8. **Memorandum of Lease** recorded as Document No. 1593758.

Continued...

9. **Ratification Agreement** recorded as Document No. 1593759.
10. **Agreement of Subordination, Non-disturbance and Attornment** recorded as Document No. 1621390.
11. **Mortgage** recorded as Document No. 1621388.
12. **UCC Financing Statement** recorded as Document No. 1621389. **Continuation** recorded as Document No. 1803128. **Continuation** recorded as Document No. 1931638.
13. Any lien or encumbrance not recorded or filed in the offices of the Register of Deeds, Treasurer, or Clerk of Circuit Court.

Certified through **August 2, 2013 at 4:30 P.M.**

GOWEY ABSTRACT & TITLE COMPANY, INC.

Michael S. Brandner
JKM/ejb
Parcel 1

STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2012

15863

PARCEL NUMBER: 59281205930
Correspondence should refer to Parcel Number.

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.
631,300	1,956,800	2,588,100	108.669	580,900	1,800,700	2,381,600

☐ A star in this box means unpaid prior year taxes.

TAXING JURISDICTION	2011 Est. State Aids Allocated Tax Dist	2012 Est. State Aids Allocated Tax Dist	2011 Net Tax	2012 Net Tax	% Tax Change
STATE			423.87	404.16	-4.7
COUNTY	1,565,468	1,552,131	12,832.93	12,545.80	-2.2
C-SHEBOYGAN	13,280,341	13,257,512	21,783.20	21,445.22	-1.6
SCHL - 5271	48,098,573	49,672,741	24,881.34	23,313.20	-6.3
TCDB 11	627,000	600,966	3,903.82	3,825.82	-2.0
TOTAL	63,571,382	65,083,352	63,825.16	61,534.20	-3.6
First Dollar Credit			79.55	76.64	-3.7
Lottery & Gaming Credit					
Net Property Tax			63,745.61	61,457.56	-3.6

NET PROPERTY TAX 61,457.56

School taxes reduced by school levy tax credit 4,384.87

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

Net Assessed Value Ratio (Does NOT reflect credits) 23.7758235

TOTAL DUE FOR FULL PAYMENT
PAY BY JANUARY 31, 2013
$61,457.56

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and, if applicable, penalty. Failure to pay on time. See Reverse

1st Installment by JANUARY 31 2013	2nd Installment by JULY 31 2013
30,728.78	30,728.78

1029 N 14TH ST
V 1922 P395
ORIGINAL PLAT CSM REC IN VOL 17 P 242-4 AS DOC
#1593757 ROD BEING PRT OF LOTS 2 & 6 AND ALL OF LO
* BALANCE OF DESCRIPTION - SEE TAX ROLL *
S 34 T15 R23
3OP 09001 A 1.38 AC

MRED (14TH/ERIE) ASSOC
W228N745 WESTMOUND DR
WAUKESHA WI 53186-1654

SEE REVERSE SIDE FOR IMPORTANT INFORMATION
RETAIN THIS PORTION AS YOUR COPY

TEAR HERE

TEAR HERE

TEAR OFF THIS STUB AND INCLUDE WITH FIRST INSTALLMENT PAYMENT
REAL ESTATE PROPERTY TAX BILL FOR 2012

RP40354

Parcel Number: 59281205930

Name: MRED (14TH/ERIE) ASSOC
W228N745 WESTMOUND DR
WAUKESHA WI 53186-1654

Pay 1st Installment - $30,728.78
Or
Pay Full Payment - $61,457.56
By January 31, 2013

Please make payments to the City of Sheboygan up through January 31st.
Payments after January 31st should be directed to the County Treasurer.

Parcel Address: 1029 N 14TH ST

Municipality/Location	Collection Dates	Times	Bank Collection Site In Person in Lobby Only	Bank Lobby Hours Tax Bill Must Accompany Payment
City of Sheboygan	In person payments should be made at 1 of the 4 Community Bank & Trust lobby locations		Community Bank & Trust Lobby 4210 Highway 42, Sheboygan 655 S Taylor Drive, Sheboygan 604 N 8th Street, Sheboygan 3220 S Business Drive, Sheboygan	Lobby hours: Mon-Thurs 9-5, Fri 9-6 and Sat 9-Noon, 8th St closed Sat. Closed at Noon 12/24, all day 12/25. Closed at 5:00 12/31, all day 1/01. Open 1/21.

Other Drop Off Site: None
Drop Box: City Hall, 828 Center Avenue, Sheboygan, WI 53081. Box located at the front door to the building.
Dates Municipality Closed: NA
Online Payments: No
Telephone: 920-459-3395

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and applicable penalty. (See Reverse)

Make check payable and mail to:
City of Sheboygan
828 Center Ave Suite 205
Sheboygan WI 53081

City of Sheboygan
828 Center Ave Suite 205
Sheboygan WI 53081

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE
PAID ONE OUNCE
SHEBOYGAN, WI
PERMIT NO. 116

FIRST CLASS MAIL

715-828-3081

Steve + Melissa Hollquist

ADDRESS SERVICE REQUESTED
**********AUTO**3-DIGIT 531
MRED (14TH/ERIE) ASSOC
W228N745 WESTMOUND DR
WAUKESHA WI 53186-1654

IMPORTANT
SEE COUNTY BUDGET GRAPHS INSIDE (County Portion of Tax Bill Only)

TAX STATEMENT

9019 501
5635

VOL 1806 PAGE 455

1593756

SHEBOYGAN COUNTY, WI
RECORDED ON

04-03-2001 1:57 PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 12.00
TRANSFER FEE: 630.00

055263 3

Document Number

STATE BAR OF WISCONSIN FORM 1 - 1999

WARRANTY DEED

This Deed, made between **Service Ice Company, a Wisconsin corporation**

Grantor, and **MRED (14th/Erie) Associates, a Wisconsin limited partnership**

Grantee.

Grantor, for a valuable consideration, conveys to Grantee the following described real estate in **Sheboygan** County, State of Wisconsin (if more space is needed, please attach addendum):

See attached.

Recording Area

Name and Return Address
Attorney Thomas E. Whipp
Domnitz, Mawicke & Goisman, S.C.
1509 North Prospect Avenue
Milwaukee, WI 53202

205950
Parcel Identification Number (PIN)

This **IS NOT** homestead property.
(is) (is not)

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances, recorded easements for public utilities serving the property, recorded building and use restrictions and covenants, general taxes and special assessments levied in the year of closing.

Dated this 30th day of **March**, **2001**.

SERVICE ICE COMPANY

Merlin Rusch
* **Merlin Rusch, President**

Reginia Rusch
* **Reginia Rusch, Secretary**

AUTHENTICATION

Signature(s) _____

authenticated this ____ day of _____, _____

*

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
OLSEN, KLOET, GUNDERSON & CONWAY
By: Atty. John N. Gunderson

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF **Wisconsin**)
) ss.
Sheboygan County)

Personally came before me this 30th day of **March**, **2001** the above named **Merlin Rusch and Reginia Rusch**, respectively President and Secretary,

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

* **JOHN N. GUNDERSON**
Notary Public, State of **Wisconsin**
My Commission is permanent. (If not, state expiration date: _____)

NOTARY PUBLIC STATE OF WISCONSIN

* Names of persons signing in any capacity must be typed or printed below their signature.

WARRANTY DEED

STATE BAR OF WISCONSIN
FORM No. 1 - 1999

Information Professionals Company, Fond du Lac, WI 800-655-2021

2

Grantor: Service Ice Company, a Wisconsin corporation
Grantee: MRED (14rh/Erie) Associates, a Wisconsin limited partnership

VOL 1806 PAGE 456

Legal Description:

Part of Lots Two (2), Three (3), Four (4), Five (5) and Six (6) of Block Ninety and One-half (90 1/2), ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, and part of vacated North Water Street, in the City of Sheboygan, County of Sheboygan, State of Wisconsin, described as follows: Commencing at a point on the East line of Fourteenth (14th) Street One Hundred Fifty and Sixty-two Hundredths (150.62) feet South of the Northwest corner of Block Ninety (90), ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, running thence East Three Hundred (300) feet more or less to a point in the East line of Lot Two (2), Block Ninety and One-half (90 1/2) One Hundred Fifty and Sixty-two Hundredths (150.62) feet South of the Northeast corner of Lot Two (2) of said Block Ninety (90) (which East line of Lot Two (2) marks the West boundary line of the Chicago and Northwestern Railroad Company right-of-way), thence South along the West boundary of said railroad right-of-way to the North bank of the Sheboygan River, thence Northwesterly along the North bank of the Sheboygan River to the East line of Fourteen (14th) Street, thence North along the East line of Fourteen (14th) Street Eighty-five (85) feet more or less to the point of beginning.

Together with a non-exclusive easement to use for purpose of right-of-way over a strip of land described as follows: Commencing at Northwest corner of the above described premises, thence East Three Hundred (300) feet, to the East line of Lot Two (2), thence North Ten and Sixty-two Hundredths (10.62) feet more or less to the South property line of the premises owned by Frank Horwitz and William A. Hayssen, thence West Fifty-one (51) feet, thence North Fourteen and Thirty-eight Hundredths (14.38) feet more or less to a point Twenty-five (25) feet North of the North line of the premises herein conveyed to the grantee, thence West parallel to said North line Two Hundred Forty-nine (249) feet more or less to the East line of North Fourteen (14th) Street, and thence South Twenty-five (25) feet to point of beginning.

Tax Key No. 205950

VOL 1806 PAGE 449

1593753

DOCUMENT NO.

000200543B

STATE BAR OF WISCONSIN FORM 1-1982
WARRANTY DEED

SHEBOYGAN COUNTY, WI
RECORDED ON
04-03-2001 1:57 PM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 12.00
TRANSFER FEE: 1650.00
055263 3

THIS DEED made between Robert J. Van Derslice and Beverly Van Derslice remaining partners, d/b/a Wisconsin Recycling Company ("Grantor") and MRED (14th/Erie) Associates, a Wisconsin limited partnership ("Grantee"),

WITNESSETH, that the said Grantor, for valuable consideration conveys to Grantee the following described real estate in Sheboygan County, State of Wisconsin:

RETURN TO
Domnitz Mawicke & Goisman SC
1509 North Prospect Avenue
Milwaukee, WI 53202
ATTN: Atty Vic Kornis

Tax Parcel No: 205930
(Parcel Identification Number)

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

This is not homestead property.
(is) (is not)

Together with all and singular the hereditaments and appurtenances thereunto belonging;

And Robert J. Van Derslice and Beverly Van Derslice remaining partners, d/b/a Wisconsin Recycling Company warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing (provided none of the foregoing prohibit present use of the property) and will warrant and defend the same.

Dated this 30th day of March, 2001.

Wisconsin Recycling Company

(SEAL) Robert J. Van Derslice (SEAL)

*By: Robert J. Van Derslice

(SEAL) Beverly Van Derslice (SEAL)

*By: Beverly Van Derslice

AUTHENTICATION

Signature(s)

authenticated this day of ,

*

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 706.06, Wis. Stats.)

MARK CIBOROWSKI NOTARY PUBLIC STATE OF WISCONSIN

THIS INSTRUMENT WAS DRAFTED BY
James Marlin

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN
Waukesha County. } ss.

Personally came before me this 30th day of March, 2001 the above named Robert J. Van Derslice and Beverly Van Derslice d/b/a Wisconsin Recycling Company to me known to be the person s who executed the foregoing instrument and acknowledge the same.

* MARK Ciborowski

Notary Public Waukesha County, Wis.
My Commission is permanent. (If not, state expiration date: 1-26, 03)

*Names of persons signing in any capacity should be typed or printed below their signatures.

WARRANTY DEED

SMS Form SDD03WI Rev. 12/08/98

EXHIBIT A - LEGAL DESCRIPTION

The West Twenty-five (25) feet of Lot Two (2) and all of Lots Three (3), Four (4), Five (5) and Six (6) of Block Ninety (90) of the ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, in the City of Sheboygan, County of Sheboygan, State of Wisconsin, according to the recognized plat thereof. Together with the North One-half (1/2) of vacated North Water Street abutting said premises on the South. EXCEPT a parcel of land located in part of Lot Six (6), Block Ninety (90), ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, more particularly described as: Commencing at the Northwest corner of Lot 6, Block 90, of the Original Plat of the City of Sheboygan, thence South 0½8'27" West 126.54 feet along the West line of said Lot 6, thence North 8½15'13" East 85.71 feet to a point of curve, thence Northeasterly along a curve to the right whose radius is 53.50 feet and whose chord bears North 37½17'55" East and is 51.95 feet in length to the North line of said Lot 6, thence North 89½29'15" West 43.47 feet to beginning.

Address: 1331 Erie Avenue
Tax Key No. 205930

MC:lb

VOL 1922 PAGE 396

1620555

SHEBOYGAN COUNTY, WI
RECORDED ON

12-17-2001 3:42 PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 11.00
TRANSFER FEE: 3.00
071409 3

OF PAGES: 1

RETURN TO:
City Attorney
807 Center Ave.
Sheboygan, WI 53081-4414

Part of 205950
Parcel Ident. No.

This is not homestead property.

WARRANTY DEED

THIS DEED, made between MRED (14th/Erie) Associates, a Wisconsin Limited Partnership, located at Waukesha, Wisconsin, Grantor, and the City of Sheboygan, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Sheboygan, Wisconsin, Grantee.

Grantor, for a valuable consideration, conveys to Grantee the following described real estate in Sheboygan County, State of Wisconsin (the "Property"):

Part of Block 90 1/2 of the Original Plat for the City of Sheboygan, Wisconsin. Being part of a certified survey map filed in Volume 17 pages 242-244 of Certified Surveys, located in Block 90 1/2 of the Original Plat for the City of Sheboygan, Sheboygan County, Wisconsin, being more particularly described as:
Commencing at the West corner of said Certified Survey Map, located 13.5'± North of the centerline of the vacated alley in said Block 90 1/2, and adjacent to the East right-of-way for North 14th Street; thence South 01°55'05" East along the East right-of-way of North 14th Street, 93.34 feet to the point of beginning; thence, South 88°37'22" East, 100.00 feet; thence South 72°23'29" East 157.70 feet; thence South 69°31'08" East, 53.71 feet to the East line of said Certified Survey Map; thence South 01°34'00" East, 40.5'± to the North shore line of the Sheboygan River; thence northwesterly along the North shore line of said river 311'± to the point where the East right-of-way for North 14th Street intersects with the North shore line of said river; thence North 01°55'05" West along said East line of North 14th Street 29.5'± to the point of beginning. Said tract contains 9,903 square feet or 0.23 acres.

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances and recorded easements for public utilities.

Date this 17th day of December, 2001.

MRED (14TH/ERIE) ASSOCIATES, A WISCONSIN LIMITED PARTNERSHIP, GENERAL PARTNER
Corporate Name

BY: Kay A. Clabault
MRED (14th & Erie), Inc.
Kay A. Clabault, Assistant Secretary

AUTHENTICATION

Signature of Kay A. Clabault, Assistant Secretary, authenticated this 17th day of December, 2001.

* Stephen G. McLean
Title: Member State Bar of Wisconsin
or _____
authorized under § 706.06, Wis. Stats.

This instrument drafted by:
Stephen G. McLean
WI State Bar No. 01011662

*Signatures may be authenticated or acknowledged. Both are not necessary.)
*Names of persons signing in any capacity must be typed or printed below their signature.

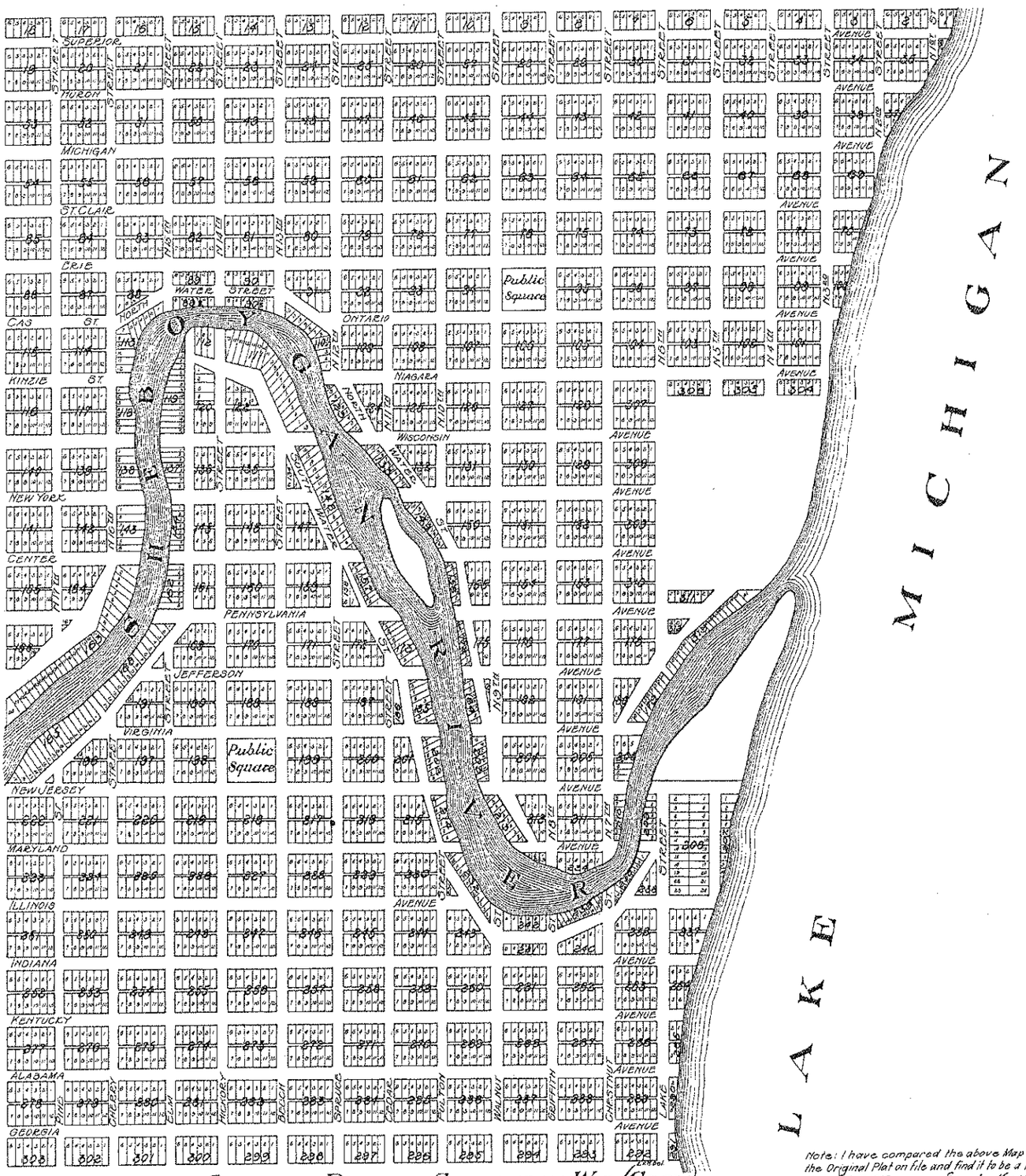
ACKNOWLEDGEMEMT

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 200__, the above-named _____, _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
*_____
Notary Public, _____County, WI
My Commission (Expires) (Is)_____

Original Plat of the City of Sheboygan



ORIGINAL PLAT OF SHEBOYGAN WIS. (COPY)

Note: I have compared the above Map with the Original Plat on file and find it to be a true copy. August 17, 1915.
Edwin Koellmer
Register of Deeds.

Territory of Wisconsin,
County of Brown.

I John F. Meade, Clerk of the District Court for said County, do hereby certify the annexed Map to be a correct and true Copy of the Map of Plat of the Town of Sheboygan now on record in my office, and that the Original Map was filed in the Partition of said town heretofore decreed by this Court.
In testimony whereof I have hereunto subscribed my name and affixed the seal of said Court at the Clerks office this 25th day of March A.D. 1847.

John F. Meade, Clerk.
By Geo. H. Wallace Dept. Clk. Dist. Brown County W.T.

Register Office
Sheboygan Co W.T.
Received for record April 1st A.D. 1847
at 2 o'clock P.M.
Wm. Thorstine Register.

PROJECT # 192106	SCALE: 1" = 60 FEET	FILE # CSM.dwg	*REGISTRAR'S SEAL*
FIELD BOOK # n/a	DRAWN BY AWS	SHEET # 1 of 3	
PAGES # n/a	CHECKED BY WFO	SIDE # 1 / 1	

MSA PROFESSIONAL SERVICES

TRANSPORTATION • MUNICIPAL • REMEDIATION
DEVELOPMENT • ENVIRONMENTAL

111 Warren Street Beaver Dam, WI 53916
920-887-4242 1-800-552-6330 Fax: 920-887-4250

1593757

SHEBOYGAN COUNTY, WI
RECORDED ON

04-03-2001 1:57 PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 14.00
TRANSFER FEE:

055263 3

SURVEYOR:
Angus W. Stocking
MSA PROFESSIONAL SERVICES, INC.
111 WARREN STREET
BEAVER DAM, WI 53916
(920) 887-4242

CLIENT:
Sigma Development
220 E. Ryan Road
Oak Creek WI 53154

SHEBOYGAN COUNTY CERTIFIED SURVEY MAP #_____

SURVEYOR'S CERTIFICATE: WDOT Certification #59-028-0466-00-C

I, Angus W. Stocking, Wisconsin Registered Land Surveyor, hereby certify that under the direction of Sigma Development, 220 E. Ryan Rd., Oak Creek WI 53154, I have surveyed, divided and mapped part of Lots 2 and 6 and all of Lots 3, 4 and 5, in block 90, and all of Lots 2, 3, 4, 5 and 6, in Block 90-1/2, and part of vacated Water Street, all in the Original Plat of the City of Sheboygan, all in the Northeast 1/4 of Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin. The parcel is more particularly described as follows:
COMMENCING at the Northwest corner of said Block 90; thence, along the North line of said Block 90, S.89°14'38"E., 43.41 feet to the POINT OF BEGINNING; thence, continuing along said North line, S.89°14'38"E., 222.47 feet; thence S.00°29'32"W., 139.19 feet to the centerline of vacated Water Street; thence, along said centerline, S.89°14'38"E., 34.19 feet; thence, along the East line of said Lot 6 of said Block 90-1/2 and along its Northerly extension, S.00°29'32"W., 181.46 feet to a point that lies N.00°29'32"E., 15.5 feet, more or less, from the Northerly ordinary high water mark of the Sheboygan River, the beginning of a meander line; thence, along said meander line, N.70°38'18"W., 315.56 feet to a point on the Easterly right-of-way of 14th street, said point lying N.00°08'27"E., 29.5 feet, more or less, from said Northerly ordinary high water mark, the end of said meander line; thence, along said Easterly right-of-way, N.00°08'27"E., 93.34 feet; thence, continuing along said Easterly right-of-way, N.08°15'13"E., 85.71 feet to the beginning of a tangent curve, concave Easterly, having a radius of 53.50 feet and a chord which bears N.37°11'12"E., 51.77 feet; thence Northerly, 54.03 feet along said curve, through a central angle of 57°51'57" to the POINT OF BEGINNING. INCLUDING all lands lying between the meander line and the Northerly ordinary high water mark of the Sheboygan River, between side lot lines extended, and all riparian rights thereto.

Said parcel contains 80,023 square feet or 1.8424 total acres, more or less, and is subject to easements of record. The bearings are oriented to the West line of Lot 6 of Block 90 of the Original Plat of the city of Sheboygan, recorded to bear N.00°08'27"E.

I hereby certify that the map is a correct representation of all exterior boundaries of the land surveyed. I further certify that I have fully complied with Section 236 of the Wisconsin Statutes and the Subdivision Ordinances of the City of Sheboygan in surveying and mapping the same.

SURVEYOR'S SEAL

WISCONSIN
ANGUS W. STOCKING
S-2424
BEAVER DAM, WI
LAND SURVEYOR

9-26-2000

MSA PROFESSIONAL SERVICES — DATE
Angus W. Stocking, REGISTERED LAND SURVEYOR #2424

NOTE: IF THE SURVEYOR'S SEAL AT LEFT IS NOT RED IN COLOR, THE SURVEY IS A COPY AND SHOULD BE ASSUMED TO CONTAIN UNAUTHORIZED ALTERATIONS. THE CERTIFICATION CONTAINED ON THIS DOCUMENT SHALL NOT APPLY TO COPIES.

VOL 17 PAGE 242

PROJECT # 192106	SCALE: 1" = 60 FEET	FILE # CSM.dwg
FIELD BOOK # n/a	DRAWN BY AWS	SHEET # 2 of 3
PAGES # n/a	CHECKED BY WFO	SIDE # 1 / 1
SURVEYOR: Angus W. Stocking MSA PROFESSIONAL SERVICES, INC. 111 WARREN STREET BEAVER DAM, WI 53916 (920) 887-4242	MSA PROFESSIONAL SERVICES BEAVER DAM, WI 53916 © 2000 MSA PROFESSIONAL SERVICES	CLIENT: Sigma Development 220 E. Ryan Road Oak Creek WI 53154

SHEBOYGAN COUNTY CERTIFIED SURVEY MAP #_____

Part of Lots 2 and 6 and all of Lots 3, 4 and 5, all in Block 90, and all of Lots 2, 3, 4, 5 and 6, all in Block 90-1/2, and part of vacated Water Street, all in the Original Plat of the City of Sheboygan, and in the Northeast 1/4 of Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

"As owner I hereby restrict all lots and blocks, so that no owner, possessor, user, licensee, or other person may have any right of direct vehicular ingress or egress from any highway lying within the right-of-way of S.T.H. 28, as shown on the land division map; it is expressly intended that this restriction constitute a restriction for the benefit of the public as provided in s.236.293, Stats., and shall be enforceable by the department or its assigns."

HIGHWAY SETBACK RESTRICTION

"No improvements or structures are allowed between the right-of-way line and the highway setback line. Improvements and structures include, but are not limited to signs, parking areas, driveways, wells, septic systems, drainage facilities, buildings and retaining walls. It is expressly intended that this restriction is for the benefit of the public as provided in section 236.293, Wisconsin Statutes, and shall be enforceable by the Wisconsin Department of Transportation for more information. The phone number may be obtained by contacting the County Highway Department."

OWNER'S CERTIFICATE

As owners, we, MRED (14th/Erie) Associates, a Wisconsin Limited Partnership, hereby certify that we have caused the land as shown on this map to be surveyed, divided and mapped as represented on this map.

Dated this 28 day of MARCH, 2001

MRED (14th/Erie) Associates, A Wisconsin Limited Partnership
By: MRED (14th/Erie), Inc.

By: Mark Redmond, President

APPROVED
CITY OF SHEBOYGAN
DEPT. OF CITY DEVELOPMENT
dated this 13th day of Mar, 2001

SURVEYOR'S SEAL

WISCONSIN ANGUS W. STOCKING S-2424 BEAVER DAM, WI LAND SURVEYOR

9-26-2000

MSA PROFESSIONAL SERVICES — DATE
Angus W. Stocking, REGISTERED LAND SURVEYOR #2424

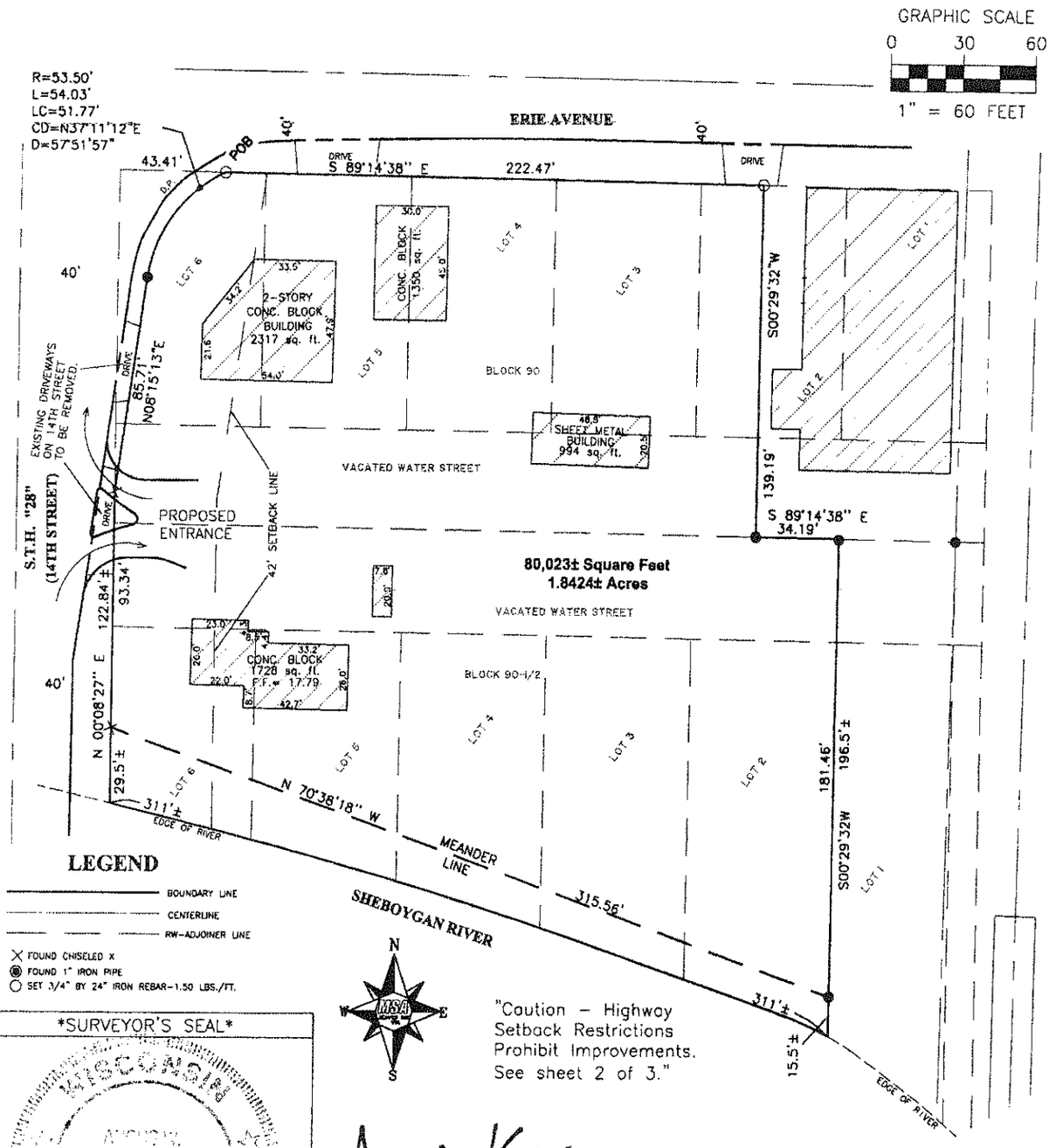
NOTE: IF THE SURVEYOR'S SEAL AT LEFT IS NOT RED IN COLOR, THE SURVEY IS A COPY AND SHOULD BE ASSUMED TO CONTAIN UNAUTHORIZED ALTERATIONS. THE CERTIFICATION CONTAINED ON THIS DOCUMENT SHALL NOT APPLY TO COPIES.

VOL 17 PAGE 243

PROJECT # 192106	SCALE: 1" = 60 FEET	FILE # CSM.dwg
FIELD BOOK # n/a	DRAWN BY AWS	SHEET # 3 of 3
PAGES # n/a	CHECKED BY WFO	SIDE # 1 / 1
SURVEYOR: Angus W. Stocking MSA PROFESSIONAL SERVICES, INC. 111 WARREN STREET BEAVER DAM, WI 53916 (920) 887-4242	MSA PROFESSIONAL SERVICES BEAVER DAM, WI 53916 © 2000 MSA PROFESSIONAL SERVICES	CLIENT: Sigma Development 220 E. Ryan Road Oak Creek WI 53154

SHEBOYGAN COUNTY CERTIFIED SURVEY MAP

Part of Lots 2 and 6 and all of Lots 3, 4 and 5, all in Block 90, and all of Lots 2, 3, 4, 5 and 6, all in Block 90-1/2, and part of vacated Water Street, all in the Original Plat of the City of Sheboygan, and in the Northeast 1/4 of Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.



LEGEND

- BOUNDARY LINE
- CENTERLINE
- RW-ADJOINER LINE
- X FOUND CHISELED X
- FOUND 1" IRON PIPE
- SET 3/4" BY 24" IRON REBAR-1.50 LBS./FT.

"Caution – Highway Setback Restrictions Prohibit Improvements. See sheet 2 of 3."

SURVEYOR'S SEAL

WISCONSIN

Angus W. Stocking 9-26-2000

MSA PROFESSIONAL SERVICES — DATE

Angus W. Stocking, REGISTERED LAND SURVEYOR #2424

NOTE: IF THE SURVEYOR'S SEAL AT LEFT IS NOT RED IN COLOR, THE SURVEY IS A COPY AND SHOULD BE ASSUMED TO CONTAIN UNAUTHORIZED ALTERATIONS. THE CERTIFICATION CONTAINED ON THIS DOCUMENT SHALL NOT APPLY TO COPIES.

VOL 17 PAGE 244

VOL 296 PAGE 312

No. 177585

ERNST MARKWARDT & ELSIE MARKWARDT, his wife,

to

City of Sheboygan, a municipal corporation.

Premises

Warranty Deed

This instrument should be immediately placed upon record to avoid subsequent liens and litigation.

REGISTER'S OFFICE,
State of Wisconsin,
SHEBOYGAN County,

Received for Record this 22nd day of July A.D. 19 46,
at 11:45 o'clock A.M. and recorded
in Vol. 296 of Deeds on page 311.

Register of Deeds

Deputy

Entd. 16, Fees, 1 Filed
Ins. 60

477586

NO. 1 WARRANTY DEED

This Indenture, Made this 22nd day of July

A. D. 19 46, between Erie Oil Company, a Wisconsin corporation,

party of the first part, and Service Ice Company, a Wisconsin corporation

party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of

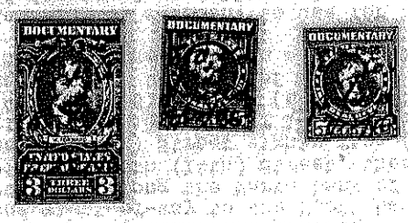
One Dollar and other valuable consideration

to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed, and confirmed, and by these presents do es give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors ~~heirs~~ and assigns forever, the following described real estate, situated in the County of Sheboygan and State of Wisconsin, to-wit:

Commencing at a point on the East line of Fourteenth (14) Street one hundred fifty and sixty-two one-hundredths (150.62) feet South of the Northwest corner of Block ninety (90), Original Plat of the City of Sheboygan, running thence East three hundred (300) feet more or less to a point in the East line of Lot two (2), Block Ninety and One-Half (90½) one hundred fifty and sixty-two one-hundredths (150.62) feet South of the Northeast corner of Lot Two (2) of said Block Ninety (90) (which East line of Lot Two marks the West boundary line of the Chicago and Northwestern Railroad Company right-of-way), thence ~~South one hundred sixty-four and sixty-two one-hundredths feet~~ along the west boundary line of said railroad right-of-way to the North bank of the Sheboygan River, thence Northwesterly along the North bank of the Sheboygan River to the east line of Fourteenth (14th) Street, thence North along the east line of Fourteenth (14th) Street eighty-five (85) feet more or less to the point of beginning, said tract of land being part of Lots Two (2), Three (3), Four (4), Five (5) and Six (6), of Block Ninety and One-Half (90½), Original Plat of the City of Sheboygan, and part of vacated North Water Street, together with all riparian rights appertaining thereto.

Together with an easement to use for purposes of right-of-way a strip of land described as follows: Commencing at Northwest corner of the above described premises, thence East three hundred (300) feet, to the East line of Lot Two (2), thence North Ten and sixty-two one-hundredths (10.62) feet more or less to the South property line of the premises owned by Frank Horwitz and William A. Hayssen, thence West fifty-one (51) feet, thence North Fourteen and 38/100 (14.38) feet more or less to a point twenty-five (25) feet North of the North line of the premises herein conveyed to the grantee, thence West parallel to said North line two hundred forty-nine (249) feet more or less to the East line of North Fourteenth (14th) Street, and thence South twenty-five (25) feet to point of beginning. The Grantor corporation also reserves the right for itself, its successors and assigns, to use said twenty-five foot strip for purposes of right-of-way.

This conveyance is made upon the express condition that the above described premises, conveyed to the grantee corporation, shall not be used for a period of twenty-five (25) years from the date hereof for the purpose of sale of automobiles, petroleum products, automobile tires, and/or automobile accessories; the servicing of automobiles and other motor vehicles; the operation of a commercial garage, a public parking lot and/or any other business which will compete with the automobile service station now being operated by the grantor on the adjoining premises to the North, or which may hereafter be operated there by the grantor, its successors, or assigns. In the event of a violation of this condition, title to the conveyed premises shall immediately revert to the grantor, its successors or assigns. This restrictive covenant is one running with the land, and shall be binding upon the successors and assigns of the grantee, and shall inure to the benefit of the successors and assigns of the grantor.



TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part y of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises as above described, with the hereditaments and appurtenances, unto the said part y of the second part, and to its successors and assigns FOREVER.

AND THE SAID Erie Oil Company for itself and its successors and assigns, does covenant, grant, bargain and agree to and with the said part y of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear of all incumbrances whatever.

and that the above bargained premises in the quiet and peaceable possession of the said part y of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof it will forever WARRANT AND DEFEND.

IN WITNESS WHEREOF, the said part y of the first part has caused these presents to be executed by its proper officers thereunto duly authorized, and its corporate seal to be thereunto duly affixed the day and year first above written. Signed and sealed in presence of

ERIE OIL COMPANY,

By M. M. Filz
President

COUNTERSIGNED: A. W. Schultz (SEAL)

By A. W. Schultz
Secretary

ERIE OIL COMPANY SHEBOYGAN, WIS. CORPORATE SEAL

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS.

Personally came before me this 22d day of July, A. D. 1946, M. M. Filz, President and A. W. Schultz, Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such president and secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public, Sheboygan Co., Wis.
My comm. expires: May 22, 1949.

No. 177581

Erie Oil Company

TO

Service Ice Company

Warranty Deed

REGISTER'S OFFICE
COUNTY, WIS.

Received for record this 23rd day of July, A. D. 1946, at 11:18 o'clock a M., and recorded in Vol. 296 of Deeds, on page 312/14

Alice M. Eckert
Register of Deeds.

12.25
and Filing Fee
Alice M. Eckert
Register
710 Gr 10 FT
Sheboygan, Wis

State of Wisconsin,
Sheboygan County. } ss.

Personally came before me, this 15 day of June, A. D., 19 40

the above named Hugo Hildebrandt and Edna Hildebrandt,

to me known to be the persons who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC

Notary Public Sheboygan County, Wis.

My commission expires A. D., 19..

My Commission Expires 5-28-44

No. 394320

Hugo Hildebrandt and
Edna Hildebrandt
to
William A. Hayssen

Premises

Warranty Deed

This Instrument should be immediately placed upon record to avoid future trouble and litigation.

REGISTER'S OFFICE,
State of Wisconsin,
SHEBOYGAN County.

Received for Record this 29th day of July A.D., 19 40 at 1:44 o'clock P.M., and recorded in Vol. 242 of Deeds, on page 597/8

Alice M. Adams
Register of Deeds.

Deputy.

394321

WARRANTY DEED

THIS INDENTURE made this 27th day of July, A. D., 1940, between ERIE OIL COMPANY, a Wisconsin corporation, duly organized and existing by virtue of the laws of the State of Wisconsin, located at Sheboygan, Wisconsin, Party of the First Part, and WILLIAM A. HAYSSEN and FRANK HORWITZ, Parties of the Second Part;

W I T N E S S E T H : That the said Party of the First Part, for and in consideration of the sum of One Dollar and other valuable consideration to it paid by the Parties of the Second Part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed, and confirmed, and by these presents does give, grant, bargain, sell, remise, alien, convey and confirm unto the said Parties of the Second Part, their heirs and assigns forever, subject to the condition hereinafter set forth, the following described real estate, situated in the County of Sheboygan, and State of Wisconsin, to-wit:

Commencing at the northeast corner of Lot One (1) Block Ninety (90) of the Original Plat of the City of Sheboygan, running thence south along the east line of said Lot One (1) one hundred forty (140) feet, thence west ninety-five (95) feet, thence north one hundred forty (140) feet to the south line of Erie Avenue, thence East along the south line of Erie Avenue ninety-five (95) feet to beginning; subject to an easement for the benefit of the grantor, its successors and assigns, to use, maintain and repair the gasoline pipe line now situated on the aforedescribed premises which is used by the grantor for the purpose of unloading gasoline from tank cars upon the railroad spur track situated to the east of the aforedescribed premises into its bulk storage tanks, situated to the west of the aforedescribed premises, and also subject

to the right of the grantor, its successors and assigns, to install, maintain and use one additional pipe line to run parallel to the present pipe line.

Together with an easement of right of way, for the benefit of the owners of the premises herein conveyed, over a driveway sixteen (16) feet in width located on the land of the grantor to the west [redacted] of the aforedescribed premises, which right of way is also to be used by the grantor, its successors and assigns.

This conveyance ~~does not vest in~~ reserves to the grant~~ee~~or ~~any~~ the right to use the railroad spur track situated to the east of the aforedescribed premises.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said Party of the First Part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

TO HAVE AN TO HOLD the said premises as above described with the hereditaments and appurtenances, unto the said Parties of the Second Part, and to their heirs and assigns forever, subject to the condition hereinafter set forth.

And the said ERIE OIL COMPANY, Party of the First Part,

for itself, its successors, does covenant, grant, bargain and agree to and with the said Parties of the Second Part, their heirs and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all encumbrances whatever, and that the above bargained premises in the quiet and peaceable possession of the said Parties of the Second Part, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT AND DEFEND.

It is a condition of this conveyance that the premises aforedescribed shall not be used by the grantees, their heirs, personal representatives, lessees or assigns, for a period twenty-five (25) years from the date hereof for any one or more of the following purposes, to-wit: For the sale of motor vehicle fuels, lubricants, appliances, accessories or tires, or for the servicing of motor vehicles; and should this condition be breached, title to the aforedescribed premises shall immediately revert and vest in the then owner, or owners, of the North one-half of Lots Five and Six, in Block Niuety, of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin, for the benefit of which land the within restrictive covenant and condition has been made a part of this deed.

IN WITNESS WHEREOF, the said Erie Oil Company, Party of the First Part, has caused these presents to be signed by M. N. FILZ, its President, and countersigned by A. W. SCHULTZ, its Secretary, at Sheboygan, Wisconsin, and its corporate seal to be hereunto affixed this 27th day of July, A. D., 1940.

ERIE OIL COMPANY

By M. N. Filz
President.

Signed and Sealed in presence of:

George P. Irvine

Sarah Lubbers

Countersigned:

By A. W. Schultz
Secretary

ERIE OIL CO. CORPORATE SEAL

STATE OF WISCONSIN }
SHEBOYGAN COUNTY } ss.

Personally came before me this 27th day of July, A. D., 1940, M. N. Filz, President, and A. W. Schultz, Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

George A. Currie

Notary Public, Sheboygan County, Wisconsin.

My commission expires; June 1, 1941

GEORGE A. CURRIE NOTARY PUBLIC SHEBOYGAN COUNTY WISCONSIN

1940 JUL 29 PM 1 44

391321

Erie Oil Company
to
William A. Hagen, et al

Warranty Deed

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WISCONSIN
Received for Record the 29th day of July A. D. 1940 at 1:44 o'clock P. M., and Recorded in Vol. 242 of Deeds on page 598/600
Alice M. Adams Register

VOL 517 PAGE 406 Driveway Restoration Agreement Doc. No. 893781

Know all Men by these Presents,

That FIRST WISCONSIN TRUST COMPANY as Trustee under the will of Michael N. Filz, dec., & not in its individual capacity and FOSTER R. NELSON

for and in consideration of the grant of approval (Res. No. Subs. of Res. No. 310-66-67) by the Common Council of the City of Sheboygan, a municipal corporation of the State of Wisconsin, for construction of a rolling curb and/or driveway connecting with the public thoroughfare system of said city under the provisions of Section 7.05 of the Municipal Code of said City of Sheboygan, said Section 7.05 being incorporated herein by reference and intending to adopt its terms and provisions to all effects and purposes as though set out in full herein, the undersigned as owner of the following described real estate, lying and being in the County of Sheboygan, State of Wisconsin, and known and described as follows, to-wit:

to break out the present curbing and to construct four (4) driveway openings at the Erie Oil Co. porperty at the Southeast corner of North 14th St. and Erie Ave., as follows:

One (1) driveway in the East line of North 14th St. with a maximum width at the curb opening of thirty (30) feet, beginning at a point sixty feet (60) feet South of the South line of Erie Ave., and,

One (1) driveway opening in the East line of North 14th St. with a maximum width at the curb opening of thirty-five (35) feet beginning at a point one hundred nine (109) feet South of the South line of Erie Ave. and extending into the area of the present alley, and,

One driveway in the South line of Erie Ave. with a maximum width at the curb opening of thirty (30) feet beginning at a point fifteen (15) feet East of the East line of North 14th St., and,

One (1) driveway in the South line of Erie Ave. with a maximum width at the curb opening of therty (30) feet beginning at a point sixty-five (65) feet East of the East line of North 14th St.

Per sketch attached to the above numbered Resolution.

(Property location: The West 25 ft. of Lot 2 and all of Lots 3,4,5 & 6, Block 90, Orig. Plat)

does covenant and agree for himself, his heirs, successors, administrators and assigns, that when the use for such driveway and/or rolling curb shall no longer exist, the adjacent sidewalks and curbs and streets shall be restored to their condition existing prior to the construction allowed under the resolution above specified. The cost of the construction permitted and the restoration covenanted herein shall be borne by the promisor herein, his heirs, successors and assigns; and the promisor herein, for himself, his successors, administrators and assigns, covenants and agrees to indemnify and save the City of Sheboygan harmless from any and all claims arising out of and caused by the work of construction and restoration provided herein and done and performed adjacent to the above described premises.

In the event that the said Common Council or the Board of Public Works of said city shall cause written notice to be served on the owner of the premises above described to restore such driveway and/or curb and/or street to their original condition, such notice shall be deemed conclusive, binding evidence that the use for such driveway or rolling curb no longer exists, and failure to cause the restoration covenanted herein to be done within twenty days after service of such notice shall create the right in the City of Sheboygan to cause the work to be done by the proper municipal agency, or by letting the work out on contract, and the costs thereof may be charged to the premises herein described.

This agreement shall be considered a uni-lateral one, running to and in favor of said City of Sheboygan; it is agreed that this instrument shall be recorded in the Register of Deeds office for Sheboygan County, Wisconsin, and the fees therefor paid by the undersigned.

The covenants contained herein shall attach to and run with the land above described and shall bind the party hereto, his heirs, executors, administrators and assigns.

Where so applicable, the singular form of words used herein shall be construed in the plural and/or in the feminine and/or masculine genders, and/or as applicable to firms, partnerships and corporations.

IN WITNESS WHEREOF, we have hereunto set our hand s and seal s this 3rd day of May, A. D. 19 67.

First Wisconsin Trust Company
By Donald S. Buzard Asst Vice-President
Elmer W. Lentz Assistant Secretary
as Trustee under the will of Michael N. Filz, dec., & not in its individual capacity (SEAL)
and
Foster R. Nelson (SEAL)

In the Presence of:
David G. Owen
Paul P. Gergen
Jeanne Schneikert
A. J. Spiglitz.

STATE OF WISCONSIN }
SHEBOYGAN COUNTY } ss.

Personally came before me, this 25th day of July, A. D., 1967, the above named Foster R. Nelson

to me known to be the person who executed the foregoing instrument and acknowledged the same.

A. J. Stieglitz
NOTARY PUBLIC, SHEBOYGAN COUNTY, WIS.
A. J. Stieglitz
MY COMMISSION EXPIRES: Nov. 5, 1967

A. J. STIEGLITZ NOTARY PUBLIC SHEBOYGAN COUNTY, WIS.

Approved as to form and execution
this 8th day of August 1967

Clarence D. Maly
CITY ATTORNEY.

STATE OF WISCONSIN }
SHEBOYGAN COUNTY } ss.

Personally came before me, this ____ day of _____, 19____, _____

President, and _____ Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

NOTARY PUBLIC, SHEBOYGAN COUNTY, WIS.

MY COMMISSION EXPIRES: _____

1967 AUG 8 AM 11 48

State of Wisconsin)
County of Milwaukee) ss. Personally came before me this 26th day of July 19 67, the above named Donald S. Buzard, Assistant vice-president, and the above named Elmer W. Lentz assistant secretary of the above named grantor FIRST WISCONSIN TRUST COMPANY as Trustee under the will of Michael N. Filz, deceased, and not in its individual capacity to me known to be the persons who as such officers executed the foregoing instrument and to be such officers, and acknowledged the same.

Edward C. Tesch
Notary Public, Milwaukee County, Wisconsin
My commission expires: _____
EDWARD C. TESCH
Notary Public, Milwaukee County, Wis.
My Commission Expires July 6, 1969

EDWARD C. TESCH NOTARY PUBLIC MILWAUKEE CO. WIS.

No. 893781
First Wisconsin Trust Co. and Foster R. Nelson
by
City of Sheboygan, Wisc.

REGISTER'S OFFICE
STATE OF WISCONSIN, SHEBOYGAN COUNTY.
Received for Record this 8th day of August A. D., 1967 at 11:40 o'clock A.M., and recorded in Vol. 517 of Records On page 406/7
BENJ. W. DIEDERICH Register of Deeds.
Deputy.

Return to Dept. of Public Works

VOL 517 PAGE 407

886629

HIGHWAY EASEMENT

THIS INDENTURE, Made this 28 day of October, A.D. 1966, by and between SERVICE ICE COMPANY, a Wisconsin corporation, Grantor, and the CITY OF SHEBOYGAN, a municipal corporation of the State of Wisconsin, Grantee,

WITNESSETH:

The said Grantor, in consideration of the sum of One ($1.00) Dollar and other valuable considerations in hand paid by the said Grantee, receipt whereof is hereby confessed and acknowledged, has given, granted and does hereby give and grant unto the said Grantee, its successors and assigns, a limited highway easement for the right to construct and maintain side slopes rip-rap bank protection, along the following described property in the County of Sheboygan, State of Wisconsin, to-wit:

> Commencing on the east line of North 14th Street, eighty (80) feet south of the center-line of vacated Ontario Avenue, thence East, perpendicular to said east line, twenty (20) feet, thence South, parallel with said east line, to the north high water line of the Sheboygan River, thence Westerly and upstream, to the east line of North 14th Street, thence North, along said east line, to the place of beginning, being part of Lot six (6), Block ninety and one-half (90½) of the Original Plat of the City of Sheboygan.

The Grantor further grants unto the Grantee, its successors and assigns, the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil, on the condition, however that in any and all events the Grantee shall bear all costs of such installation, construction and maintenance.

The covenants herein contained shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF THE SAID GRANTOR has caused these presents to be signed by Russell Jacobson, its President and Countersigned by John S. Walter, its Secretary, at Sheboygan, Wisconsin, and its corporate seal to be hereunto affixed the day and year first above written.

In Presence of

Viola Heinen

Viola Heinen

Marie Bowser

Marie Bowser

SERVICE ICE COMPANY, (SEAL)

By Russell Jacobson

Russell Jacobson President

Countersigned:

John S. Walter

John S. Walter, Secretary

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) ss

Personally came before me, this 28 day of October, A.D. 1966, Russell Jacobson, President and John S. Walter, Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

Viola Heinen

Viola Heinen
Notary Public, Sheboygan Co., Wis.
My Comm. Exp: Aug. 1969

1966 NOV 28 AM 9 14

886629

SERVICE ICE COMPANY

and

CITY OF SHEBOYGAN

HIGHWAY EASEMENT

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WISCONSIN
Received for Record the 28th day of
Nov A. D. 19 66 at 9:14
o'clock A M., and Recorded in Vol. 497
of Records on page 170/2
[illegible] Register
By _____ Deputy

City Clerk

OFFICE OF THE
~~City Attorney~~
SHEBOYGAN, WISCONSIN

Fee $7.50 Charged

VOL 1906 PAGE 867
1617486

SHEBOYGAN COUNTY, WI
RECORDED ON

11-21-2001 1:23 PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 15.00
TRANSFER FEE:
069737 8

OF PAGES: 3

Document Number

Driveway Restoration Agreement

Document Title

Recording Area

Name and Return Address

Dept. of Public Works
833 Center Avenue
Sheboygan, WI 53081

205950

Parcel Identification Number (PIN)

This information must be completed by submitter: *document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee.* Wisconsin Statutes, 59.517. WRDA 2/96

SCF-3122

Driveway Restoration Agreement

Know all Men by these Presents,

That Redmond Commercial Development
W228 North 745 Westmound Drive, Waukesha WI 53186

for and in consideration of the grant of approval by Dept. of Public Works

of the City of Sheboygan, a municipal corporation of the State of Wisconsin, for construction of a rolling curb and/or driveway connecting with the public thoroughfare system of said city under the provisions of Section 36.79 of the Municipal Code of said City of Sheboygan, said Section 36.79 being incorporated herein by reference and intending to adopt its terms and provisions to all effects and purposes as though set out in full herein, the undersigned as owner of the following described real estate, lying and being in the County of Sheboygan, State of Wisconsin, and known and described as follows, to-wit:

one 45' opening into Erie Ave. centered 223' east of east right-of-way line of North 14th Street and one 30' opening centered 138' south of the south right-of-way liine of Erie Avenue.

Property Description: Original plat
Lots 2-3-4-5 & 6 blk 90 ½ also S ½ of vacated N. Water St. adjacent the afore described.
City of Sheboygan, WI

Plan Commission Application No.

does covenant and agree for himself, his heirs, successors, administrators and assigns, that upon issuance of permit pursuant to the agreement that he will construct the driveway in accordance with the specifications on file in the office of the Dept. of Public Works and does further agree that- he will construct said driveway in 180 days in compliance with the agreement; and that when the use for such driveway and/or rolling curb shall no longer exist, the adjacent sidewalks and curbs and streets shall be restored to their condition existing prior to the construction allowed under the resolution above specified. The cost of the construction permitted and restoration covenanted herein shall be borne by the promisor herein, his heirs, successors and assigns; and the promisor herein, for himself, his successors, administrators and assigns, covenants and agrees to indemnify and save the City of Sheboygan harmless from any and all claims arising out of and caused by the work of construction and restoration provided herein and done and performed adjacent to the above described premises.

In the event that the said Common Council or the Board of Public Works of said city shall cause written notice to be served on the owner of the premises above described to restore such driveway and/or curb and/or street to their original condition, such notice shall be deemed conclusive, binding evidence that the use for such driveway or rolling curb no longer exists, and failure to cause the restoration covenanted herein to be done within twenty days after service of such notice shall create the right in the City of Sheboygan to cause the work to be done by the proper municipal agency, or by letting the work out on contract, and the costs thereof may be charged to the premises herein described.

This agreement shall be recorded in the Register of Deeds office for Sheboygan County, Wisconsin, and the fees therefor paid by the undersigned.

The covenants contained herein shall attach to and run with the land above described and shall bind the party hereto, his heirs, executors, administrators and assigns.

Where so applicable, the singular form of words used herein shall be construed in the plural and/or in the feminine and/or masculine genders, and/or as applicable to firms, partnerships and corporations.

IN WITNESS WHEREOF, _____ Have hereunto set _____ hand _____ and seal _____ this 29th day of March, A. D., 2001.

NRED (14th/Erie) Sheboygan, Inc.
General Partner, by:

In the Presence of:
Judith L. McMahon
Nancy Szewczyk

Kay A. Clabault (SEAL)
KAY A. Clabault, Assistant Secretary
_____ (SEAL)

STATE OF WISCONSIN
~~SHEBOYGAN COUNTY~~ Waukesha } ss.

Personally came before me, this 15th day of November, A. D., 2001, the above named Kay A. Cabanelt, Assistant Secretary

to me known to be the person who executed the foregoing instrument and acknowledged the same.

SANDRA J. GOEBEL

Sandra J Goebel
NOTARY PUBLIC, ~~SHEBOYGAN~~ Waukesha COUNTY, WISCONSIN
MY COMMISSION EXPIRES: 8-3-2003

Approved as to form and execution

this _____ day of _____

CITY ATTORNEY.

STATE OF WISCONSIN
SHEBOYGAN COUNTY } ss.

Personally came before me, this _____ day of _____, _____, _____

President, and _____ Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

NOTARY PUBLIC, SHEBOYGAN COUNTY, WISCONSIN

MY COMMISSION EXPIRES: _____

No. _____

by _____

City of Sheboygan, Wisconsin

REGISTER'S OFFICE

STATE OF WISCONSIN,
SHEBOYGAN COUNTY.

Received for Record this _____ day of _____ A.D., _____ at _____ o'clock _____ M., and recorded in Vol. _____ of Records On page _____

Register of Deeds.

Deputy.

Return to:
Dept. of Public Works
City Hall

VOL 1806 PAGE 457
1593758

MEMORANDUM OF LEASE

RETURN RECORDED DOCUMENT TO:

WALGREEN CO.
200 Wilmot Road, Dept. #2252
Deerfield, Illinois 60015
Attn: Lola Allen-Muhammad

This Instrument Prepared by:
William A. Montgomery, Jr.
200 Wilmot Road, Deerfield, Illinois 60015

SHEBOYGAN COUNTY, WI
RECORDED ON
04-03-2001 1:57 PM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 24.00
TRANSFER FEE:
055263 3

MEMORANDUM OF LEASE

By this Memorandum of Lease, made the 3 day of November, 2000, between MRED (14th/Erie) Associates, A Wisconsin Limited Partnership, hereinafter called "Landlord", and WALGREEN CO., an Illinois corporation, hereinafter called "Tenant";

Landlord has leased to Tenant, and Tenant has rented from Landlord, for the term commencing March 1, 2002 and continuing to and including February 28, 2062 as such dates shall be adjusted pursuant to a lease of even date herewith between the parties hereto (the "Lease") and subject to prior termination as therein provided, the premises to include both the real property and building and other improvements, appurtenances, easements and privileges belonging thereto, at the southeast corner of 14th Street and Erie Avenue, in the City of Sheboygan, County of Sheboygan, State of Wisconsin, as shown on the plan attached hereto and made a part hereof as Exhibit "A" and as legally described on Exhibit "B" attached hereto and made a part hereof and hereinafter referred to as the "Leased Premises".

For purposes of this Memorandum of Lease, Tenant shall pay a rent of One Dollar ($1.00) per year.

Provisions for additional rent and the other terms, covenants and conditions of said letting, including the options on the part of Tenant for prior termination, are set forth at length in the Lease and all of said provisions, terms, covenants and conditions are, by reference thereto, hereby incorporated in and made a part of this Memorandum of Lease.

VOL 1806 PAGE 465

1593759

SHEBOYGAN COUNTY, WI
RECORDED ON

04-03-2001 1:57 PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 18.00
TRANSFER FEE:

055263 3

RATIFICATION AGREEMENT

Name and Return Address
Victor A. Kornis
1509 North Prospect Avenue
Milwaukee, WI 53202

Part of tax key #:

SEE ATTACHED RATIFICATION AGREEMENT

5

RATIFICATION AGREEMENT

WHEREAS, by Lease dated November 3, 2000, ("Lease"), between MRED (14th/Erie) Associates, A Wisconsin Limited Partnership, as Landlord, and WALGREEN CO., an Illinois corporation, as Tenant, recorded by Memorandum of Lease of even date on April 3 2001, Landlord leased to Tenant certain premises located at the southeast corner of 14th Street and Erie, in the City of Sheboygan, County of Sheboygan, State of Wisconsin, legally described in Exhibit "A" attached hereto and made a part hereof, together with all improvements, appurtenances, easements and privileges belonging thereto; and

WHEREAS, the undersigned at the time of execution of said Lease was not the owner of fee simple of the property above described; and

WHEREAS, fee simple to the entire premises described on Exhibit "A" hereto was conveyed to the undersigned as of March 30, 2001;

WHEREAS, Tenant has requested, pursuant to said Lease, that the undersigned now ratify and adopt said Lease;

NOW, THEREFORE, in consideration of the premises, Tenant entering into said Lease, One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratifies and adopts said Lease and expressly assumes and agrees to perform and abide by all the terms, conditions, provisions and agreements in said Lease contained by the Landlord thereunder.

This Indenture shall be binding upon the undersigned, its successors and assigns and shall inure to the benefit of WALGREEN CO., its successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Indenture this 30th day of March, 2001.

MRED (14th/ERIE) ASSOCIATES, A WISCONSIN LIMITED PARTNERSHIP, BY: MRED (14th/ERIE), INC., its general partner

By: _____
Mark Redmond, president

STATE OF WISCONSIN)
) ss.
COUNTY OF Milwaukee)

On this the 30th day of March, 2001, before me, the undersigned notary public, personally appeared Mark Redmond, who acknowledged himself to be the president of MRED (14th/Erie), Inc., the general partner of MRED (14th/Erie) Associates, A Wisconsin Limited Partnership and that he, as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company.

In witness whereof I hereunto set my hand and official seal.

Thomas E. Wright
Notary Public

My commission ~~expires~~: is permanent

This document was drafted by:
Victor A. Kornis
Domnitz, Mawicke & Goisman, S.C.
1509 North Prospect Avenue
Milwaukee, WI 53202
(414-224-0600)

EXHIBIT A - LEGAL DESCRIPTION

PARTS OF LOTS 2 AND 6 AND ALL OF LOTS 3, 4 AND 5, ALL IN BLOCK 90, AND ALL OF LOTS 2, 3, 4, 5 AND 6, ALL IN BLOCK 90-1/2, AND PART OF VACATED WATER STREET, ALL IN THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, AND IN THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

BEING MORE PARTICULARLY DESCRIBED AS....

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 90; THENCE, ALONG THE NORTH LINE OF SAID BLOCK 90, SOUTH 89 DEGREES 14 MINUTES 38 SECONDS EAST, 43.41 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID NORTH LINE, SOUTH 89 DEGREES 14 MINUTES 38 SECONDS EAST, 222.47 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 32 SECONDS WEST, 139.19 FEET TO THE CENTERLINE OF VACATED WATER STREET; THENCE, ALONG SAID CENTERLINE SOUTH 89 DEGREES 14 MINUTES 38 SECONDS EAST, 34.19 FEET; THENCE, ALONG THE EAST LINE OF SAID LOT 6 OF SAID BLOCK 90-1/2 AND ALONG ITS NORTHERLY EXTENSION, SOUTH 00 DEGREES 29 MINUTES 32 SECONDS WEST, 181.46 FEET TO A POINT THAT LIES NORTH 00 DEGREES 29 MINUTES 32 SECONDS EAST, 15.5 FEET, MORE OR LESS, FROM THE NORTHERLY ORDINARY HIGH WATER MARK OF THE SHEBOYGAN RIVER, THE BEGINNING OF A MEANDER LINE; THENCE, ALONG SAID MEANDER LINE, NORTH 70 DEGREES 38 MINUTES 18 SECONDS WEST, 315.56 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF 14TH STREET, SAID POINT LYING NORTH 00 DEGREES 08 MINUTES 27 SECONDS EAST 29.5 FEET, MORE OR LESS, FROM SAID NORTHERLY ORDINARY HIGH WATER MARK, THE END OF SAID MEANDER LINE; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00 DEGREES 08 MINUTES 27 SECONDS EAST, 93.34 FEET; THENCE, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY NORTH 08 DEGREES 15 MINUTES 13 SECONDS EAST, 85.71 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 53.50 FEET AND A CHORD WHICH BEARS NORTH 37 DEGREES 11 MINUTES 12 SECONDS EAST 51.77 FEET; THENCE NORTHERLY 54.03 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 57 DEGREES 51 MINUTES 57 SECONDS TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 80,023 SQUARE FEET OR 1.8424 TOTAL ACRES, MORE OR LESS AND IS SUBJECT TO EASEMENTS OF RECORD. THE BEARINGS ARE ORIENTED TO THE WEST LINE OF LOT 6 OF BLOCK 90 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, RECORDED TO BEAR NORTH 00 DEGREES 08 MINUTES 27 SECONDS EAST.

EXHIBIT A

LEGAL DESCRIPTION

Sheboygan County Certified Survey Map No. NOT APPLICABLE, being a part of Lots Two (2) and Six (6) and all of Lots Three (3), Four (4), and Five (5), all in Block Ninety (90), and all of Lots Two (2), Three (3), Four (4), Five (5) and Six (6), all in Block Ninety and One-half (90 1/2), and part of vacated Water Street, all in the Original Plat of the City of Sheboygan, and in the Northeast One-quarter (1/4) of Section Twenty-two (22), in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin, and recorded in the Register of Deeds of Sheboygan County as Document No. 1593757, in Volume 17 of Certified Survey Maps on pages 242/44.

VOL 1926 PAGE 541

1621390

SHEBOYGAN COUNTY, WI
RECORDED ON
12-21-2001 3:30 PM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 25.00
TRANSFER FEE:
071806 7
OF PAGES: 8

AGREEMENT OF SUBORDINATION

THIS DOCUMENT WAS PREPARED BY:
William A. Montgomery, Esq.
200 Wilmot Road, Deerfield, Illinois 60015

RETURN RECORDED DOCUMENT TO:
FAEGRE & BENSON LLP
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-3901
Attn.: Rebecca L. Rom

AGREEMENT OF SUBORDINATION,
NONDISTURBANCE AND ATTORNMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT made in multiple copies as of the 19th day of November, 2001, by and between ALLSTATE LIFE INSURANCE COMPANY, an Illinois corporation c/o Allstate Insurance Company, 3075 Sanders Road, Suite G5A, Northbrook, Illinois 60062 ("Mortgagee") and WALGREEN CO., an Illinois corporation, 200 Wilmot Road, Deerfield, Illinois 60015 ("Tenant") and ~~MRED (14TH & Erie) L.P.~~ a Wisconsin limited partnership, c/o Redmond Construction, W228N745 Westmound Drive, Suite A, Waukesha, Wisconsin 53186 ("Landlord"). MRED (14th/Erie) Associates, a Wisconsin Limited Partnership

RECITALS:

WHEREAS, Tenant is the tenant and Landlord is the current landlord in that certain Lease dated November 3, 2000 ("Lease"), a memorandum of which was recorded by Memorandum of Lease, on April 3, 2001, as Document No. 1593758, Volume 1806, Page 457, in the Official Records of Sheboygan County, State of Wisconsin, covering the property described on Exhibit "A" ("Leased Premises");

WHEREAS, Mortgagee has made or has agreed to make a mortgage loan to Landlord secured by Mortgage dated 12/19/01 V1926 P493 *, ~~2001~~, in the amount of $3,050,000.00 encumbering the property in which the Lease Premises are located and an assignment of Landlord's interest in the Lease (the "Mortgage"); and *Doc# 1621388

WHEREAS, Tenant and Mortgagee desire to confirm their understanding with respect to the Lease and the Mortgage.

NOW, THEREFORE, in consideration of the covenants, terms, conditions agreements contained herein, the parties hereto agree as follows:

1. Subject to the covenants, terms and conditions of this Agreement, the lien of said Lease is hereby subordinated to the lien of said Mortgage.

2. In the event Mortgagee or any other party acquires title or right of possession of the Leased Premises under said Mortgage through foreclosure or otherwise, said Lease shall remain in full force and effect and Tenant shall continue possession of the Leased

Document Number	MORTGAGE, ASSIGNMENT OF LEASES, RENTS AND CONTRACTS, SECURITY AGREEMENT AND FIXTURE FILING

VOL 1926 PAGE 493

1621388

SHEBOYGAN COUNTY, WI
RECORDED ON

12-21-2001 3:30 PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 105.00
TRANSFER FEE:
071806 7

OF PAGES: 48

After recording, return to:
Rebecca L. Rom, Esq.
Faegre & Benson LLP
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402

Parcel No. _____
ID # _____
Parcel Identification Number

MORTGAGE, ASSIGNMENT OF LEASES,

RENTS AND CONTRACTS, SECURITY AGREEMENT

AND

FIXTURE FILING

BETWEEN

MRED (14TH/ERIE) ASSOCIATES, A WISCONSIN LIMITED PARTNERSHIP, AS MORTGAGOR,

AND

ALLSTATE LIFE INSURANCE COMPANY, AS MORTGAGEE

DATED: December 19, 2001

LOAN AMOUNT: $3,050,000.00

PROPERTY ADDRESS:
Erie Avenue (State Rt. 23) and North 14th Street
Sheboygan, Sheboygan County, WI

ALLSTATE LIFE INSURANCE COMPANY
LOAN NO. 122113

1621389

SHEBOYGAN COUNTY, WI
RECORDED ON

12-21-2001 3:30 PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 19.00
TRANSFER FEE:
071806 7

OF PAGES: 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Rebecca L. Rom
Faegre & Benson LLP
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-3901

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: MRED (14th/Erie) Associates, a Wisconsin Limited Partnership

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: c/o Redmond Company, W228N745 Westmound Drive, Suite A | CITY: Waukesha | STATE: WI | POSTAL CODE: 53186 | COUNTRY: USA

1d. TAX ID #: SSN OR EIN: 39-2000981 | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: Limited Partnership | 1f. JURISDICTION OF ORGANIZATION: Minnesota | 1g. ORGANIZATIONAL ID #, if any: M052955 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: Allstate Life Insurance Company

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: Allstate Plaza South, 3075 Sanders Road, Suite G5C | CITY: Northbrook | STATE: IL | POSTAL CODE: 60062 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

MRED (14th/Erie) Associates, a Wisconsin Limited Partnership

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

UCCNAT- 5/14/01 C T System Online

1803128

SHEBOYGAN COUNTY, WI
RECORDED ON
07/12/2006 04:14PM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 19.00
TRANSFER FEE:
EXEMPTION #

STAFF ID 9
TRANS # 83206
OF PAGES: 5

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address) RT2

Corporation Service Company
801 ADLAI STEVENSON DRIVE
Springfield, IL 62703

2 3 1 5 0

213381-1

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
1621389 Date:12/21/2001 B: P:

1b. This FINANCING STATEMENT AMENDMENT is [X] to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. [ ] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. [X] CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. [ ] ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects [ ] Debtor or [ ] Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

[ ] CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.
[ ] DELETE name: Give record name to be deleted in item 6a or 6b.
[ ] ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
MRED(14th/Erie) Associates, a Wisconsin Limited Partnership, debtor

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any [ ] NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral [ ] deleted or [ ] added, or give entire [ ] restated collateral description, or describe collateral [ ] assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here [ ] and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Allstate Life Insurance Company

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA 23150
WI-Sheboygan County

4ex pa

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Corporation Service Company
2711 Centerville Rd, Ste. 400
Wilmington, DE 19808

5

8 0 4 2 4 7 2
Tx:4021072

1931638
SHEBOYGAN COUNTY, WI
RECORDED ON
10/11/2011 3:03 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 4

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Corporation Service Company 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
61454369 - 361930
Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703

Filed In: Wisconsin Sheboygan

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
1621389 12/21/2001

1b. This FINANCING STATEMENT AMENDMENT is [X] to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. [ ] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. [X] CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. [ ] ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects [ ] Debtor or [ ] Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
[ ] CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.
[ ] DELETE name: Give record name to be deleted in item 6a or 6b.
[ ] ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:
6a. ORGANIZATION'S NAME MRED (14th/Erie) Associates, a Wisconsin Limited Partnership
OR
6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:
7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX
7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY
7d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any [ ] NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral [ ] deleted or [ ] added, or give entire [ ] restated collateral description, or describe collateral [ ] assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here [ ] and enter name of DEBTOR authorizing this Amendment.
9a. ORGANIZATION'S NAME Allstate Life Insurance Company
OR
9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

10. OPTIONAL FILER REFERENCE DATA Debtor: MRED (14th/Erie) Associates, a Wisconsin Limited Partnership - 61454369
330023150

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

4