



Knight Barry Title, Inc.
400 Wisconsin Ave
Racine, WI 53403
262-633-2479
Fax: 262-633-4928

Refer Inquiries to: Mary K. Payne (mary@knightbarry.com)
Completed on: 12/27/19 8:58 am
Last Revised on: 12/27/19 8:58 am
Printed on: 12/27/19 8:58 am

Applicant Information

Migdalia Dominguez
WI Dept of Transportation
141 NW Barstow St
Waukesha, WI 53188

Sales Representative: Craig Haskins

Property Information

(Note: values below are from the tax roll)

Effective Date: 11/06/2019 at 8:00 am

Owner(s) of record: Mt. Pleasant Retail Venture DST, a Delaware statutory trust

Property address: 2860 S Green Bay Road, Mt Pleasant, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: Lot 2 of Certified Survey Map No. 3004, as recorded on October 28, 2010 in Volume 9 of Certified Survey Maps, Pages 724-733, as Document No. 2266412, being a division of part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 23, and part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 24, all in Township 3 North, Range 22 East. EXCEPTING THEREFROM lands conveyed by Warranty Deed recorded on July 25, 2018, as Document No. 2499343. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No: 151-03-22-24-032-021

Mortgages / Leases / Land Contracts / UCC

Mortgage from Mt. Pleasant Retail Venture DST to JPMorgan Chase Bank, National Association in the amount of \$0.00 dated June 6, 2012 and recorded June 14, 2012 as Document No. 2320600.

Subordination, Non-Disturbance and Attornment Agreement and other matters contained in instrument recorded August 9, 2012, as Document No. 2326304.

Non-Disturbance, Attornment Agreement and Subordination Agreement and other matters contained in Instrument recorded August 9, 2012, as Document No. 2326305.

Assignment of Mortgage, Assignment of Leases and Rents and Security Agreement and other matters contained in instrument recorded December 28, 2012, as Document No. 2339631.

Security interest of JPMorgan Chase Bank, National Association, 383 Madison Avenue, New York, NY, 10179, secured party, as disclosed by UCC Financing Statement recorded June 14, 2012 as Document No. 2320601 executed by Mt. Pleasant Retail Venture DST, 2901 Butterfield Road, Oak Brook, IL 60523, debtor.

The UCC Financing Statement recorded as Document No. 2320601 has been amended by an Amendment recorded November 19, 2012 as Document No. 2336127.

The UCC Financing Statement recorded as Document No. 2320601 has been extended by a Continuation recorded on January 12, 2017 as Document No. 2455355.

Rights of lessees under unrecorded leases, if any.

Easements / Restrictions & Other Encumbrances

Public or private rights, if any, in such portion of the Land as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.





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TID #2 District assessments, if any.
Easement and other matters contained in the instrument recorded June 7, 1961 in Volume 704, Page 46 as Document No. 721949 .
Conveyance of Rights in Land by Public Utility and other matters contained in the instrument recorded April 13, 1971 in Volume 1083, Page 7 as Document No. 880895 .
Resolution and other matters contained in the instrument recorded April 22, 1971 in Volume 1083, Page 640 as Document No. 881293 .
Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded March 11, 1975 in Volume 1256, Page 251 as Document No. 952865 .
Right of Way Grant and other matters contained in the instrument recorded June 14, 1985 in Volume 1755, Page 896 as Document No. 1170881 .
State of Wisconsin Department of Transportation Division of Highways and Transportation Services Finding, Determination and Declaration and other matters contained in the instrument recorded March 22, 1994 as Document No. 1459321.
Affidavit as to Contamination and other matters contained in the instrument recorded January 29, 1997 in Volume 2607, Page 449 as Document No. 1567852 .
Affidavit as to Contamination and other matters contained in the instrument recorded February 13, 1997 in Volume 2611, Page 300 as Document No. 1569331 .
Water Main Easement and other matters contained in the instrument recorded August 9, 1999 in Volume 2948, Page 505 as Document No. 1696598 .
Authorization for Access to or Across a Controlled-Access Highway and other matters contained in the instrument recorded July 15, 2004 as Document No. 1983071 .
Resolution 3-98 Dissolving the Mount Pleasant Storm Drainage District and other matters contained in the instrument recorded April 27, 2009 as Document No. 2210698.
Development Agreement and other matters contained in the instrument recorded April 14, 2010 as Document No. 2247477 .
Pre-Closing Memorandum of Understanding and other matters contained in the instrument recorded October 28, 2010 as Document No. 2266411 .
Easements, Restrictions and other matters shown on Certified Survey Map No. 3004 recorded October 28, 2010 as Document No. 2266412 .
Declaration of Easements, Covenants, Conditions and Restrictions and other matters contained in the instrument recorded November 18, 2010 as Document No. 2268688 .
Waiver of Notice and Hearing thereon and consent to Imposition of Assessment and other matters contained in the instrument recorded November 16, 2010 as Document No. 2268702 .
First Amendment to Declaration of Easements, Covenants and Restrictions and other matters contained in the instrument recorded July 14, 2011 as Document No. 2288983 .
Restrictive Covenant and Easement Agreement and other matters contained in the instrument recorded September 23, 2011 as Document No. 2295101 .
Developer's Agreement Estoppel Certificate and Consent and other matters contained in the instrument recorded April 5, 2012 as Document No. 2313099 .





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Easements, restrictions and other matters shown on the Transportation Project Plat No. 2260-00-21-4.01, recorded February 21, 2017, as Document No. 2458126.

Easements, restrictions and other matters shown on the Transportation Project Plat No. 2260-00-21-4.01 Amendment No. 1, recorded November 28, 2017, as Document No. 2480826.

Temporary Easement and other matters contained in the instrument recorded July 25, 2018 as Document No. 2499343.

Judgments / Liens

None

General Taxes

This report does not include a search for General Taxes for the year shown in the Effective Date and subsequent years, which are not yet due or payable. This report also does not include a search for special assessments, special taxes or special charges including sewer, water and other municipal charges.

Taxes for the Year 2018 in the amount of \$76,093.55, and all prior years are paid.

Storm, sewer, drainage, water utility and/or sanitary district assessments, if any.

Other Matters

None

Footnotes

The instrument(s) shown above as Document No(s). 2320600, 2339631, 2326304, 2326305, 2320601, 2336127 and 2455355 encumbers additional land not included in this Report.

This report is intended for the purposes of causing the Property to become a public right of way for road purposes. Consult the Company before using for any other purposes.

Copies of All Deeds, and Documents listed on report are attached.

In accordance with applicant's request, we have made a search of the records in the various public offices of Racine County. This report is for informational purposes only. The liability of the Knight Barry Title Group (Knight Barry Title, Inc., Knight Barry Title Advantage LLC, Knight Barry Title Services LLC, Knight Barry Title United LLC, and Knight Barry Title Solutions Inc.) (the "Company") to the applicant in issuing this report is: (i) for reasonable care in searching in accordance with the applicant's request and, (ii) is limited to a maximum amount of \$1,000.00. This report is not an abstract of title, a title opinion, a title insurance policy or a commitment to issue a policy of title insurance and should not be relied upon in place of such. It is not the intention, express or implied, of the Company to provide any type of guaranty, warranty, or indemnity to any party with respect to the accuracy of the information contained in the report. In order to obtain information from the Company that will carry the full liability of a title insurance commitment/policy, the Company may issue, if requested, a commitment of title insurance and will charge a fee in compliance with rates filed with the office of the Wisconsin Commissioner of Insurance. Section headings within the report are for convenience only and do not modify the scope of the search.





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Further, in accordance with the applicant's request, our search does not include a search through the Wisconsin Office of the Commissioner of Railroads for conveyances and mortgages affecting any portion of the Land which either is or was railroad property (Per Section 190.11, Wis. Stats., all conveyances and mortgages affecting railroad property must be filed with the Wisconsin Office of the Commissioner of Railroads and such record has the same effect as though made in the Office of the Register of Deeds of the County where the land is situated).



2018 Property Record | Racine County, WI

*Assessed values not finalized until after Board of Review
Property information is valid as of 11/12/2019 7:28:38 AM*

<p style="text-align: center;">Owner Address</p> <p>MT PLEASANT RETAIL VENTURE DST, P O BOX 3666 OAK BROOK, IL 60522</p>	<p style="text-align: center;">Owner</p> <p>MT PLEASANT RETAIL VENTURE DST</p>																																									
<p style="text-align: center;">Property Information</p> <p><u>Parcel ID:</u> 151-032224032021</p> <p><u>Document #</u> 2326075</p> <p><u>Tax Districts:</u> UNIFIED SCHOOL DISTRICT TID #2</p>	<p style="text-align: center;">Property Description</p> <p style="text-align: center;"><i>For a complete legal description, see recorded document.</i></p> <p>PT SE1/4 23 & SW1/4 24 CSM #3004 V9 P724 LOT 2 FROM 151032223032000-24023000 IN 2010 FOR 2011 ROLL **TOTAL ACRES** 1.42</p> <p><u>Municipality:</u> 151-VILLAGE OF MT PLEASANT</p> <p><u>Property Address:</u> 2860 GREEN BAY S RD</p>																																									
<p style="text-align: center;">Tax Information</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Installment</u></th> <th style="text-align: right;"><u>Amount</u></th> </tr> </thead> <tbody> <tr> <td><u>First:</u></td> <td style="text-align: right;">38,965.55</td> </tr> <tr> <td><u>Second:</u></td> <td style="text-align: right;">37,128.00</td> </tr> <tr> <td><u>Thrd:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Total Tax Due:</u></td> <td style="text-align: right;">76,093.55</td> </tr> <tr> <td><u>Base Tax:</u></td> <td style="text-align: right;">74,327.54</td> </tr> <tr> <td><u>Special Assessment:</u></td> <td style="text-align: right;">1,836.00</td> </tr> <tr> <td><u>Lottery Credit:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>First Dollar Credit:</u></td> <td style="text-align: right;">69.99</td> </tr> <tr> <td><u>Amount Paid:</u> (View payment history info below)</td> <td style="text-align: right;">76,093.55</td> </tr> <tr> <td><u>Current Balance Due:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Interest:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Total Due:</u></td> <td style="text-align: right;">0.00</td> </tr> </tbody> </table>	<u>Installment</u>	<u>Amount</u>	<u>First:</u>	38,965.55	<u>Second:</u>	37,128.00	<u>Thrd:</u>	0.00	<u>Total Tax Due:</u>	76,093.55	<u>Base Tax:</u>	74,327.54	<u>Special Assessment:</u>	1,836.00	<u>Lottery Credit:</u>	0.00	<u>First Dollar Credit:</u>	69.99	<u>Amount Paid:</u> (View payment history info below)	76,093.55	<u>Current Balance Due:</u>	0.00	<u>Interest:</u>	0.00	<u>Total Due:</u>	0.00	<p style="text-align: center;">Land Valuation</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Code</u></th> <th style="text-align: left;"><u>Acres</u></th> <th style="text-align: left;"><u>Land</u></th> <th style="text-align: left;"><u>Impr.</u></th> <th style="text-align: left;"><u>Total</u></th> </tr> </thead> <tbody> <tr> <td>2</td> <td>1.42</td> <td>\$1,159,800</td> <td>\$2,553,300</td> <td>\$3,713,100</td> </tr> <tr> <td></td> <td>1.42</td> <td>\$1,159,800</td> <td>\$2,553,300</td> <td>\$3,713,100</td> </tr> </tbody> </table> <p><u>Assessment Ratio:</u> 0.9856968380</p> <p><u>Fair Market Value:</u> 3767000.00</p>	<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>	2	1.42	\$1,159,800	\$2,553,300	\$3,713,100		1.42	\$1,159,800	\$2,553,300	\$3,713,100
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*No data found for Delinquent Tax Summary in 2018

①

Racine County**Owner (s):****MT PLEASANT RETAIL VENTURE DST****Location:****Section, Sect. 24, T3N, R22E****Mailing Address:****MT PLEASANT RETAIL VENTURE DST****School District:****4620 - UNIFIED SCHOOL DISTRICT****ATTN PROPERTY TAX DEPT****P O BOX 3666****OAK BROOK, IL 60522-0000****Request Mailing Address Change****Tax Parcel ID Number:****Tax District:****Status:****~~151-03-22-24-032-021~~ 151-VILLAGE OF MT PLEASANT Inactive****Alternate Tax Parcel Number: Acres:****1.4200****Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):****PT SE1/4 23 & SW1/4 24 CSM #3004 V9 P724 LOT 2 FROM 151032223032000-24023000 IN 2010 FOR 2011
ROLL **TOTAL ACRES** 1.42****Site Address (es): (Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)****2860 GREEN BAY RD S RACINE, WI 53406****0 Lottery credits claimed****Tax History***** Click on a Tax Year for detailed payment information.**

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2018	\$76,093.55	\$76,093.55	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$76,307.33	\$76,307.33	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$72,214.25	\$72,214.25	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$73,279.04	\$73,279.04	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$68,993.74	\$68,993.74	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$71,161.31	\$71,161.31	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$58,161.68	\$58,161.68	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$13,220.27	\$13,220.27	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

Interest and penalty on delinquent taxes are calculated to November 30, 2019.

Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Search for:

mt pleasant retail

Search Records

[Search](#)
[Advanced Search](#)
[Name Availability](#)

Corporate Records

Result of lookup for M082617 (at 11/13/2019 8:24 AM)

MT. PLEASANT RETAIL VENTURE DST

You can: [File an Annual Report](#) - [Request a Certificate of Status](#) - [File a Registered Agent/Office Update Form](#)

Vital Statistics

Entity ID M082617

Registered Effective Date 03/14/2012

Period of Existence PER

Status Incorporated/Qualified/Registered [Request a Certificate of Status](#)

Status Date 03/14/2012

Entity Type Miscellaneous

Annual Report Requirements

Addresses

Registered Agent Office C T CORPORATION SYSTEM
301 S BEDFORD ST STE 1
MADISON , WI 53703

[File a Registered Agent/Office Update Form](#)

Principal Office 2901 BUTTERFIELD RD
OAK BROOK , IL 60523

Historical Information

Annual Reports

Year	Reel	Image	Filed By	Stored On
2019	111	1111	paper	Image
2018	111	1111	paper	Image
2017	111	1111	paper	Image
2016	111	1111	paper	Image
2015	111	1111	paper	Image
2014	111	1111	paper	Image
2013	111	1111	paper	Image

[File an Annual Report](#) - [Order a Document Copy](#)

Certificates of
Newly-elected
Officers/Directors

None

Old Names

None

Chronology

Effective Date	Transaction	Filed Date	Description
03/14/2012	Incorporated/Qualified/Registered	03/14/2012	

Order a Document Copy.

GENCAP MT. PLEASANT SHOPS, LLC,
a Wisconsin limited liability company

By: Mt. Pleasant Retail Venture Holding, L.L.C., a
Delaware limited liability company

By: IRC-IREX Venture II, L.L.C., a Delaware limited
liability company, its sole member

By: Inland Private Capital Corporation, a Delaware
corporation, its sole manager

By: Randy A. Crunkell

Name: Randy A. Crunkell

Its: Asst. Vice President

10

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between GENCAP MT. PLEASANT SHOPS, LLC, a
Wisconsin limited liability company

("Grantor," whether one or more), and MT. PLEASANT RETAIL VENTURE DST,
a Delaware statutory trust

("Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the
rents, profits, fixtures and other appurtenant interests, in RACINE

County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Lot 2 of Certified Survey Map No. 3004, recorded on October 28, 2010, as
Document No. 2266412, a division of part of the Southeast 1/4 of the Southeast 1/4
of Section 23, and part of the Southwest 1/4 of the Southwest 1/4 of Section 24,
Town 3 North, Range 22 East, in the Village of Mount Pleasant, County of Racine,
State of Wisconsin.

Tax Key No. 151-03-22-24-032-021

Document #: 2311389

Date: 03-20-2012 Time: 2:11 PM Pages: 2

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Chicago Title Insurance Company

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies

this document has been electronically

recorded and returned to the submitter**

TRANSFER FEE: \$ 9,699.00

Recording Area

Name and Return Address

MICHAEL A. SHLAU, ESQ.

CHARLES J. BENVENUTO, P.C.

2901 BUTTERFIELD ROAD

OAK BROOK, ILLINOIS 60523

151-03-22-24-032-021

Parcel Identification Number (PIN)

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

Dated March 13, 2012

_____(SEAL) See attached _____(SEAL)

* _____*

_____(SEAL) _____(SEAL)

* _____*

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____*

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,

authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Attorney Michael A. Shlau

* _____*

ACKNOWLEDGMENT

STATE OF Illinois)

Lake) ss.
COUNTY)

Personally came before me on 3/12/12

the above-named Patricia DelRosio

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

Michael A. Shlau

* MICHAEL A. SHLAU _____

Notary Public, State of Illinois

My commission (is permanent) NOTARY PUBLIC, STATE OF ILLINOIS

COMMISSION EXPIRES 09/24/13

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY INDICATED.

QUIT CLAIM DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

*Type name below signatures.

INFO-PRO™ Legal Forms • (800) 555-2021 • info@proforma.com

Mt. Pleasant Retail Venture Holding, L.L.C., a Delaware
limited liability company

By: IRC-IREX Venture II, L.L.C., a Delaware limited liability
company, its sole member

By: Inland Private Capital Corporation, a Delaware
corporation, its sole manager

By: Patricia A. DelRosso

Name: Patricia A. DelRosso
President

Its: _____

EXC

WARRANTY DEED

Wisconsin Department of Transportation
Exempt from fee (s. 77.25(2r) Wis. Stats.)
RE1660 06/2016

THIS DEED, made by Mt. Pleasant Retail Venture DST, a Delaware Statutory Trust GRANTOR, conveys and warrants the property described below to the State of Wisconsin, Department of Transportation, GRANTEE, for the sum of (\$) 28,000.00 Dollars

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.06(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

This is not homestead property.

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

Document #: 2499343

Date: 07-25-2018 Time: 08:15 AM Pages: 2

Fee: \$30.00 County: RACINE State: WI

Requesting Party: WisDOT - SE Region - Waukesha

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

Exempt Code: 2R

**The above recording information verifies

this document has been electronically

recorded and returned to WisDOT - SE Region - Waukesha**

This space is reserved for recording data

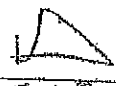
Return to
Wisconsin Department of Transportation
141 NW Barstow Street
Waukesha WI 53187-0798

Parcel Identification Number/Tax Key Number
151-03-22-24-032-021

MT. PLEASANT RETAIL VENTURE DST, a Delaware statutory trust

By: Mt. Pleasant Retail Venture Exchange, L.L.C.,
a Delaware limited liability company

By: Inland Private Capital Corporation,
A Delaware corporation, its Sole
Member

By: 
Its: S.V.P.

Date

6-7-18

State of ILLINOIS

DUPAGE

County

ss.

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public,

MICHAEL A. WILSON

Print Name, Notary Public,

2/15/2021

Date Commission Expires

"OFFICIAL SEAL"
MICHAEL A. WILSON
Notary Public, State of Illinois
My Commission Expires 2/15/2021



Project ID
2260-00-21

This instrument was drafted by
Wisconsin Department of Transportation

Parcel No.
3

LEGAL DESCRIPTION

Parcel 3 of Transportation Project Plat 2260-00-21 - 4.01, Amendment 1, as Document Number 2480826, recorded in Racine County, Wisconsin.

Property interests and rights of said Parcel 3 consist of:

Fee Simple.

Temporary Limited Easement.

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

James A. [unclear]

100-443887-100

Sheet 1 of 9

30.12

SEE SHEETS 2 AND 3 OF 7 FOR LOT DETAILS
SEE SHEETS 4 AND 5 FOR LAYOUT DETAILS

SCALE 1" = 200'

NORTH REPRESENTED TO THE WINCHESTER
STATE PLANE COORDINATE SYSTEM, SOUTH
ZONE 16AD-277 SEWSPC.
THE WEST LINE OF THIS SW 1/4 OF SEC
24 E 22, BEARING N 01°45'40" W.

D DIMOTES 1-1/4" O.D. IRON PIPE FOUND
 * DIMOTES 1-1/4" O.D X 24" LONG. IRON PIPE SET,
 WEIGHING 160 LBS/PI
 A DIMOTES MASONRY NAIL SET
 FOUND: CRACKING BUILDING CURING.
 SA RECORDED AS

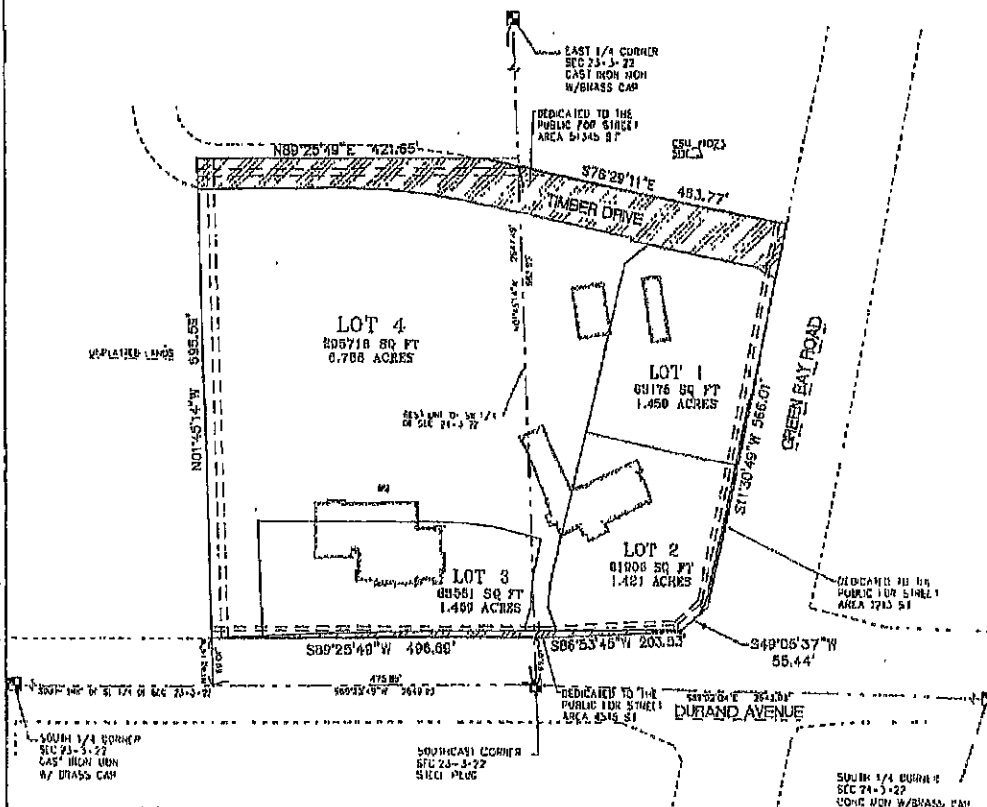
VICINITY MAP
NOT TO SCALE

SE 1/4
SEC. 24

SW 1/4
SEC. 24

SW 1/4
SEC. 24

S.T.H. 100 & 24



10-18-10

SCALE IN FEET

100 200 300 400

1" = 200'



KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
MILWAUKEE, WISCONSIN
414.251.8661

THE 2025-26 FISCAL YEAR.

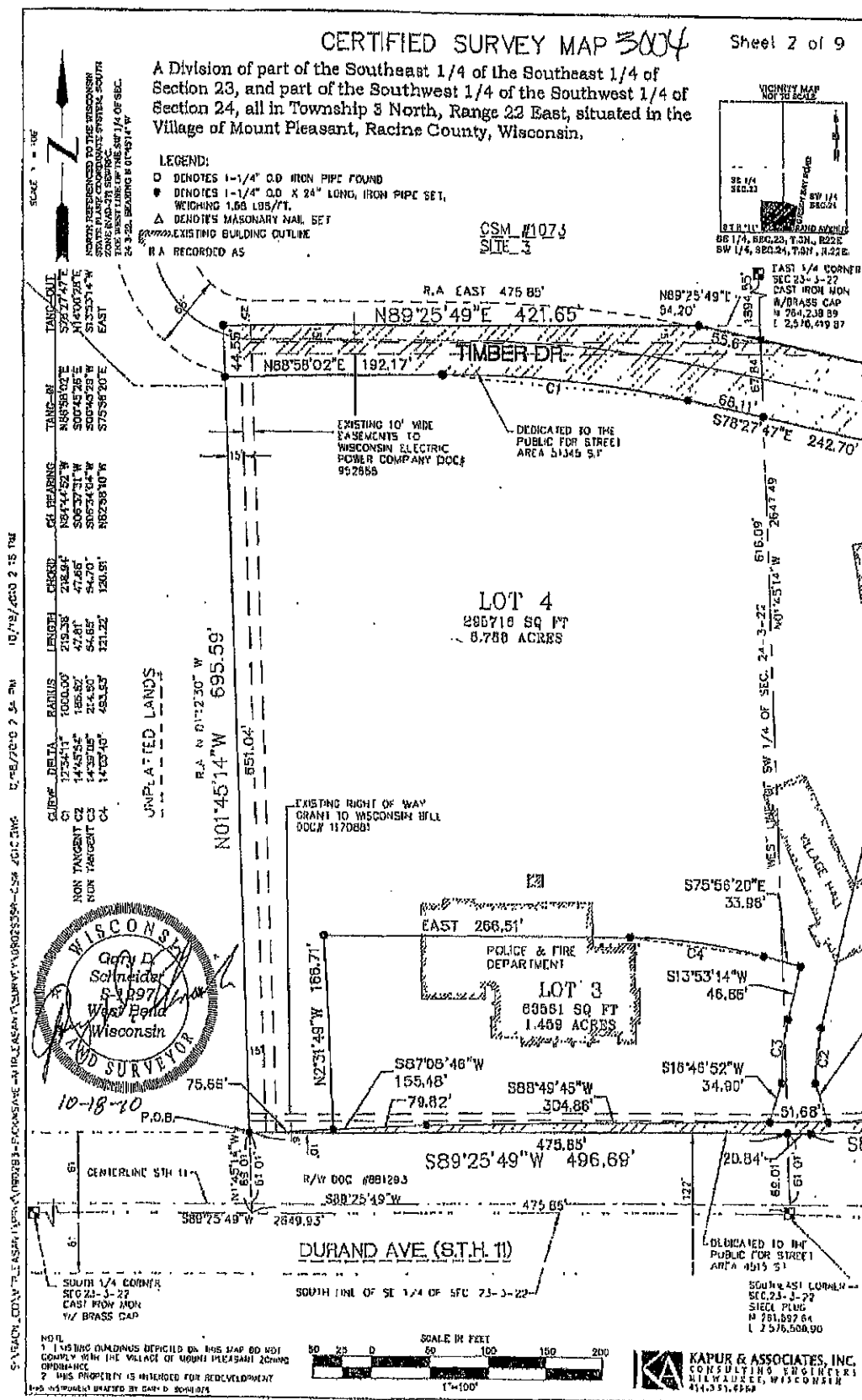
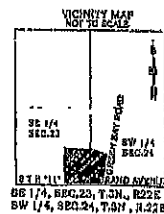
SE: 1400N 001W 23 1520N 10905E 20:00Z 23 SEP -CSN 20:00 FWC

[illegible]

Sheet 2 of 9

LEGEND:

- O DENOTES 1-1/4" O.D IRON PIPE FOUND
 * DENOTES 1-1/4" O.D X 24" LONG, IRON PIPE SET,
 WEIGHING 1.68 LBS/FT.
 Δ DENOTES MASONARY NAIL SET
 ***EXISTING BUILDING OUTLINE
 RA RECORDED AS

CSM #1075
SITE 3

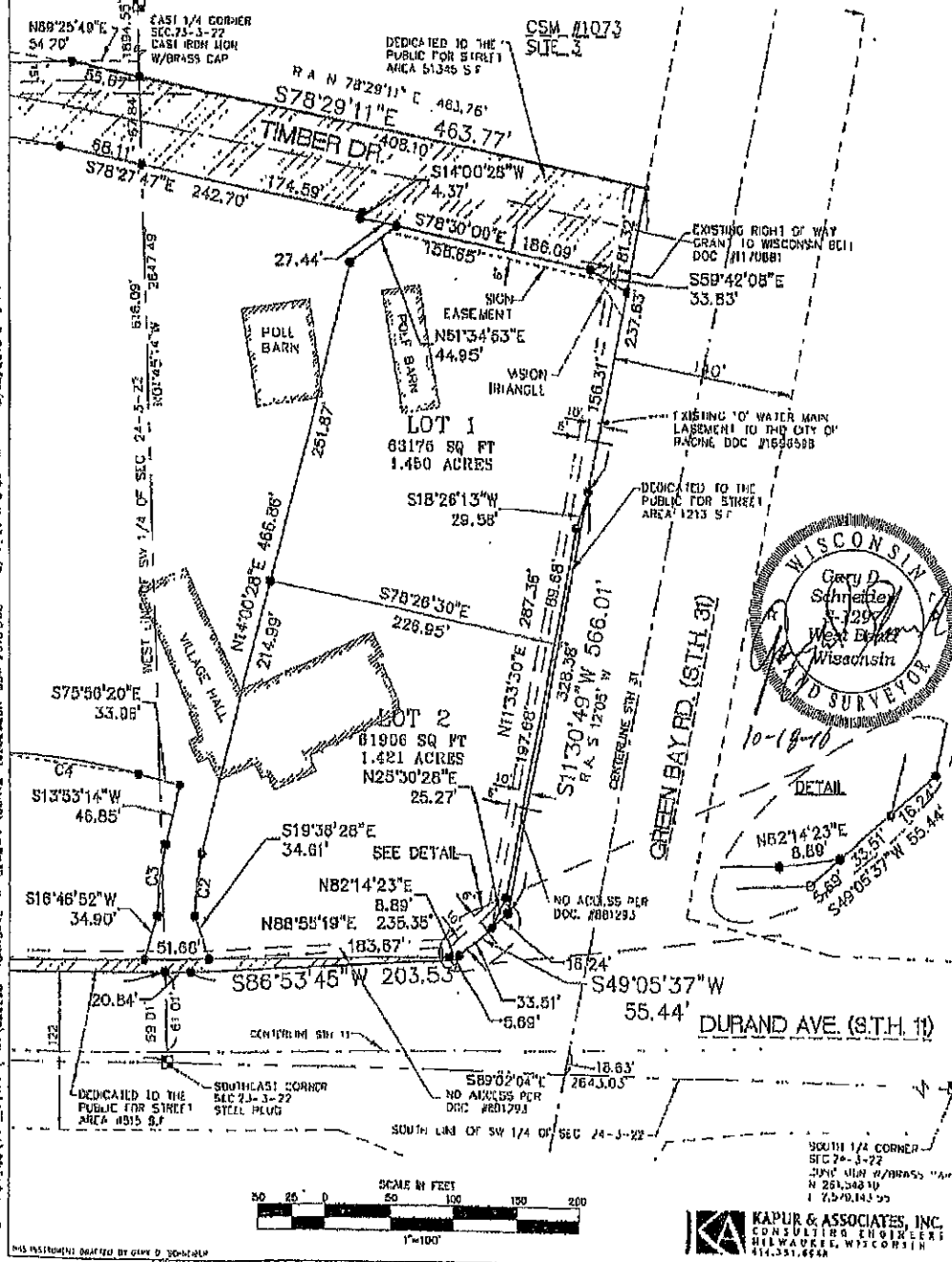
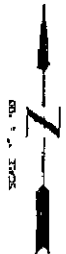
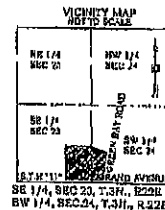
CERTIFIED SURVEY MAP 3004

Sheet 3 of 9

A Division of part of the Southeast 1/4 of the Southeast 1/4 of Section 23, and part of the Southwest 1/4 of the Southwest 1/4 of Section 24, all in Township 3 North, Range 22 East, situated in the Village of Mount Pleasant, Racine County, Wisconsin.

LEGEND:

- DENOTES 1-1/4" O.D. IRON PIPE (ROUND)
- DENOTES 1-1/4" O.D. X 24" LONG, IRON PIPE SET, WEIGHING 155 LBS./PI
- △ DENOTES MASONRY NAIL SET
- EXISTING BUILDING OUTLINE
- RA RECORDED AS



KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
MILWAUKEE, WISCONSIN
414.331.6648

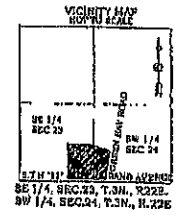
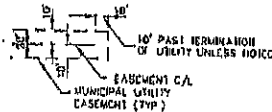
CERTIFIED SURVEY MAP 3004

Sheet 4 of 9

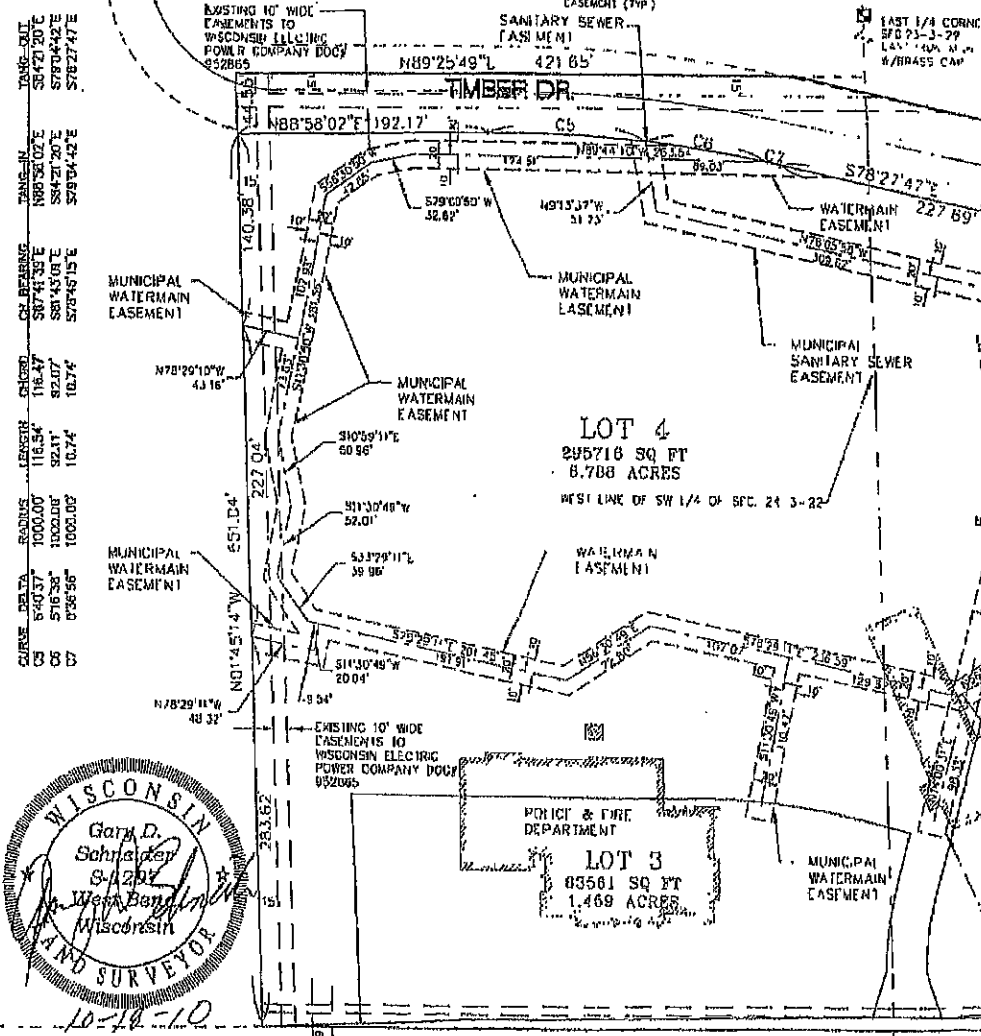
A Division of part of the Southeast 1/4 of the Southeast 1/4 of Section 23, and part of the Southwest 1/4 of the Southwest 1/4 of Section 24, all in Township 3 North, Range 22 East, situated in the Village of Mount Pleasant, Racine County, Wisconsin.

SANITARY SEWER & WATERMAIN EASEMENTS

- LEGEND:**
- DENOTES 1-1/4" O.D. IRON PIPE FOUND
 - DENOTES 1-1/4" O.D. X 7' LONG, IRON PIPE SET, WEIGHING 1.68 LBS/FT
 - △ DENOTES MASONRY MAN HOLE
 - DENOTES BUILDING OUTLINE
 - AS RECORDED AS



NOTE: REFERENCED TO THE WISCONSIN STATE PLANS COORDINATE SYSTEM, SOUTH ZONE, THE CORNER OF THE SW 1/4 OF SEC. 24-3-22, BEARING S 89° 25' 49" E, DIST. 421.85' TO THE CORNER OF THE SE 1/4 OF SEC. 23-3-22.



EXISTING RIGHT OF WAY GRANT TO WISCONSIN BULL DOCK 1170801

DURAND AVE (S.T.H. 11)

SOUTH LINE OF SE 1/4 OF SEC. 23-3-22

NOTE: EASEMENTS SUBJECT TO DOWNGRADES OF RECORD.

BOUNDARIES OF EASEMENTS SHALL BE EXTENDED OR TRIMMED TO MATCH ANY AND ALL CORRECTIONS TO BOUNDARY OR LOT LINES.

MUNICIPAL SANITARY SEWER - VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN

MUNICIPAL WATERMAIN - CITY OF RACINE

THIS INSTRUMENT APPROVED BY GARY D. SCHRIENER

SCALE IN FEET

0 25 50 100 150 200

1"=100'

KAPUR & ASSOCIATES, INC. CONSULTING ENGINEERS MILWAUKEE, WISCONSIN 414.351.6168

CERTIFIED SURVEY MAP 3004

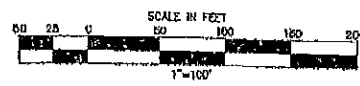
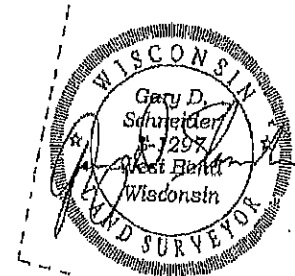
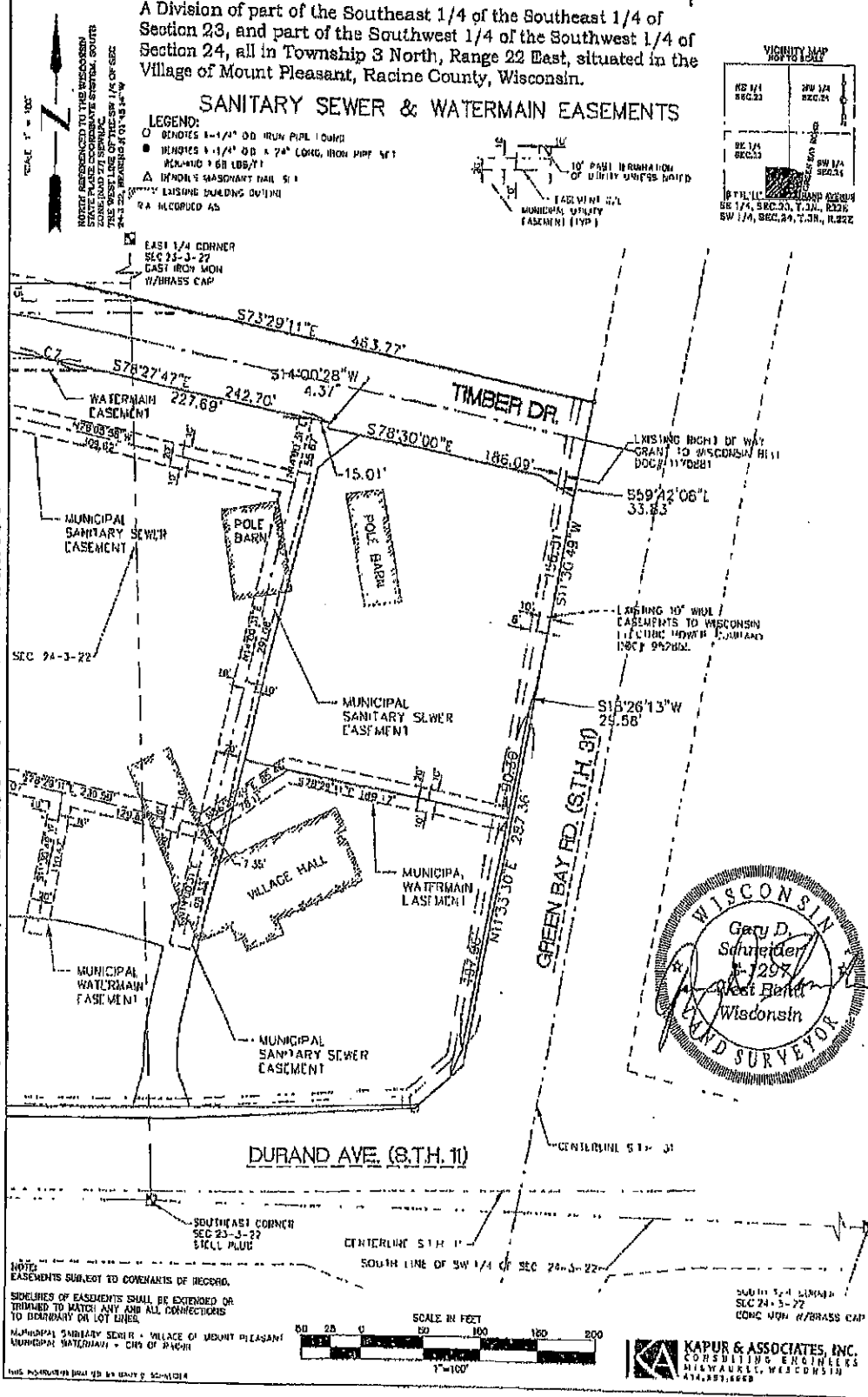
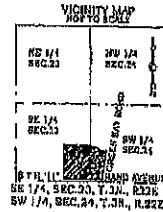
Sheet 5 of 9

A Division of part of the Southeast 1/4 of the Southeast 1/4 of Section 23, and part of the Southwest 1/4 of the Southwest 1/4 of Section 24, all in Township 3 North, Range 22 East, situated in the Village of Mount Pleasant, Racine County, Wisconsin.

SANITARY SEWER & WATERMAIN EASEMENTS

LEGEND:
 O DENOTES 1-1/4" OD IRON PIPE (DWD)
 HUNGIES 1-1/4" OD x 72" LONG, IRON PIPE W/1
 RCM AND 160 LBS/Y1
 A DENOTES MASONRY HALL S1
 LIVING BUILDING DURING
 RA RECORDED AS

10' PSI INFORMATION
 OF UTILITY UNITS MAINT
 EASEMENT 2.1
 MUNICIPAL UTILITY
 EASEMENT (TYP)



KAPUR & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 MILWAUKEE, WISCONSIN
 414.987.8888

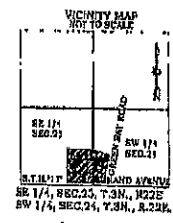
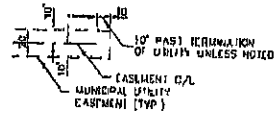
CERTIFIED SURVEY MAP 3004

Sheet 6 of 9

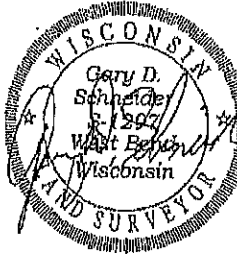
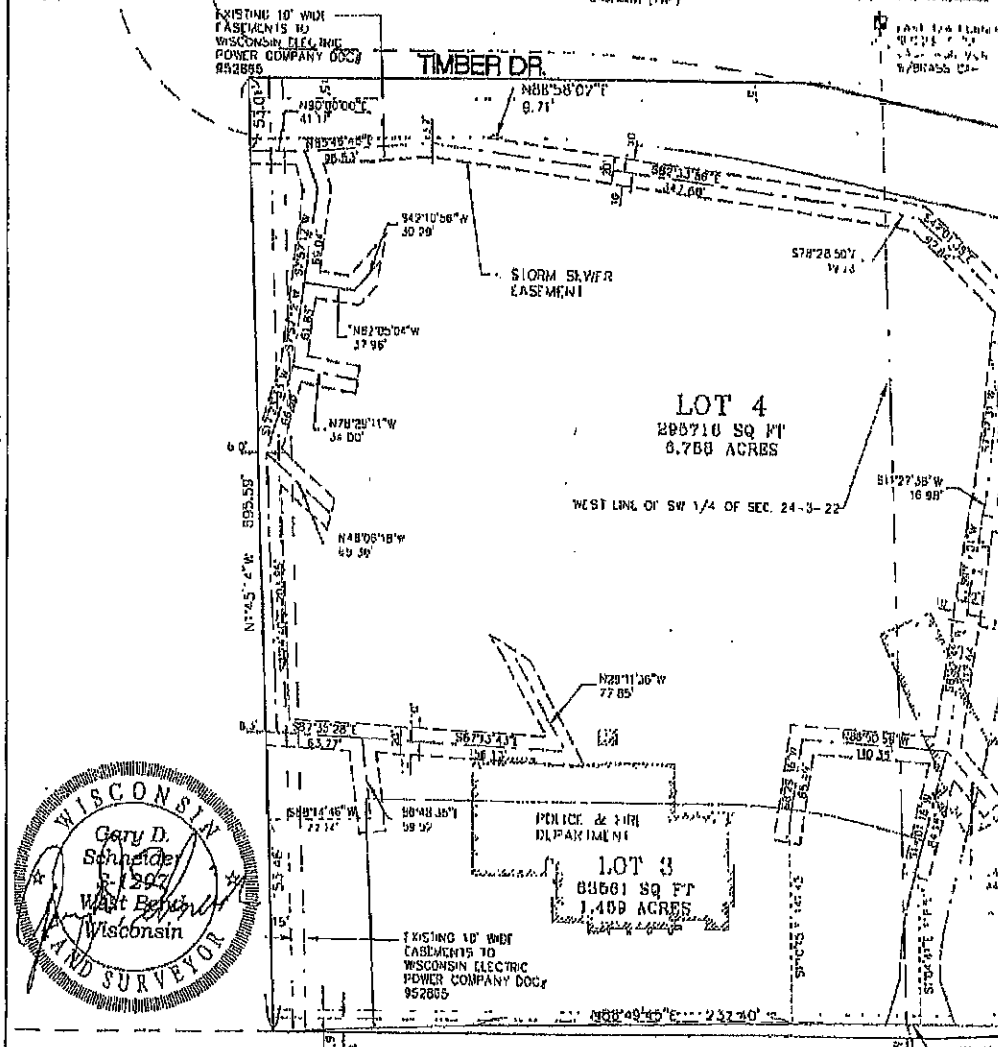
A Division of part of the Southeast 1/4 of the Southeast 1/4 of Section 23, and part of the Southwest 1/4 of the Southwest 1/4 of Section 24, all in Township 3 North, Range 22 East, situated in the Village of Mount Pleasant, Racine County, Wisconsin.

STORM SEWER EASEMENTS

- LEGEND:
- DENOTES 1-1/4" OD IRON PIPE FOUND
 - DENOTES 1-1/4" OD X 24" LONG IRON PIPE SET 180-180 108 LBS/FT
 - △ DENOTES MASONRY NAIL SET
 - EXISTING BUILDING OUTLINE
 - R.A. RECORDED AS



SCALE 1" = 100'
NORTH
NORTH ARROW
STATE PLANS COMMISSION
ZONE (NAD-83) SEWER
THE WEST LINE OF THE SW 1/4 OF SEC. 24-3-22
R.A. RECORDED AS 852855



EXISTING RIGHT OF WAY GRANT TO WISCONSIN BELL DOC# 1170881

DURAND AVE (C.T.R. 11)

CONTR. 511.11
SOUTH 1/4 CORNER
SEC 24-3-22
LAST 1000' W/ W/ BRASS CAP

SOUTH LINE OF SW 1/4 OF SEC 23-3-22

SOUTHEAST CORNER SEC 23-3-22 SET 1110

NOTE: EASEMENTS SUBJECT TO COVENANTS OF RECORD.

BOUNDARIES OF EASEMENTS SHALL BE EXTENDED OR TRIMMED TO MATCH ANY AND ALL CORRELATIONS TO BOUNDARY OR LOT LINES.



KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
MILWAUKEE, WISCONSIN
414.351.8148

CERTIFIED SURVEY MAP 3004

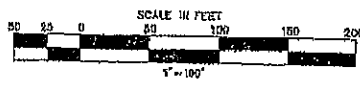
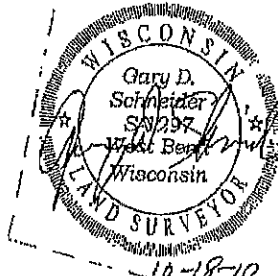
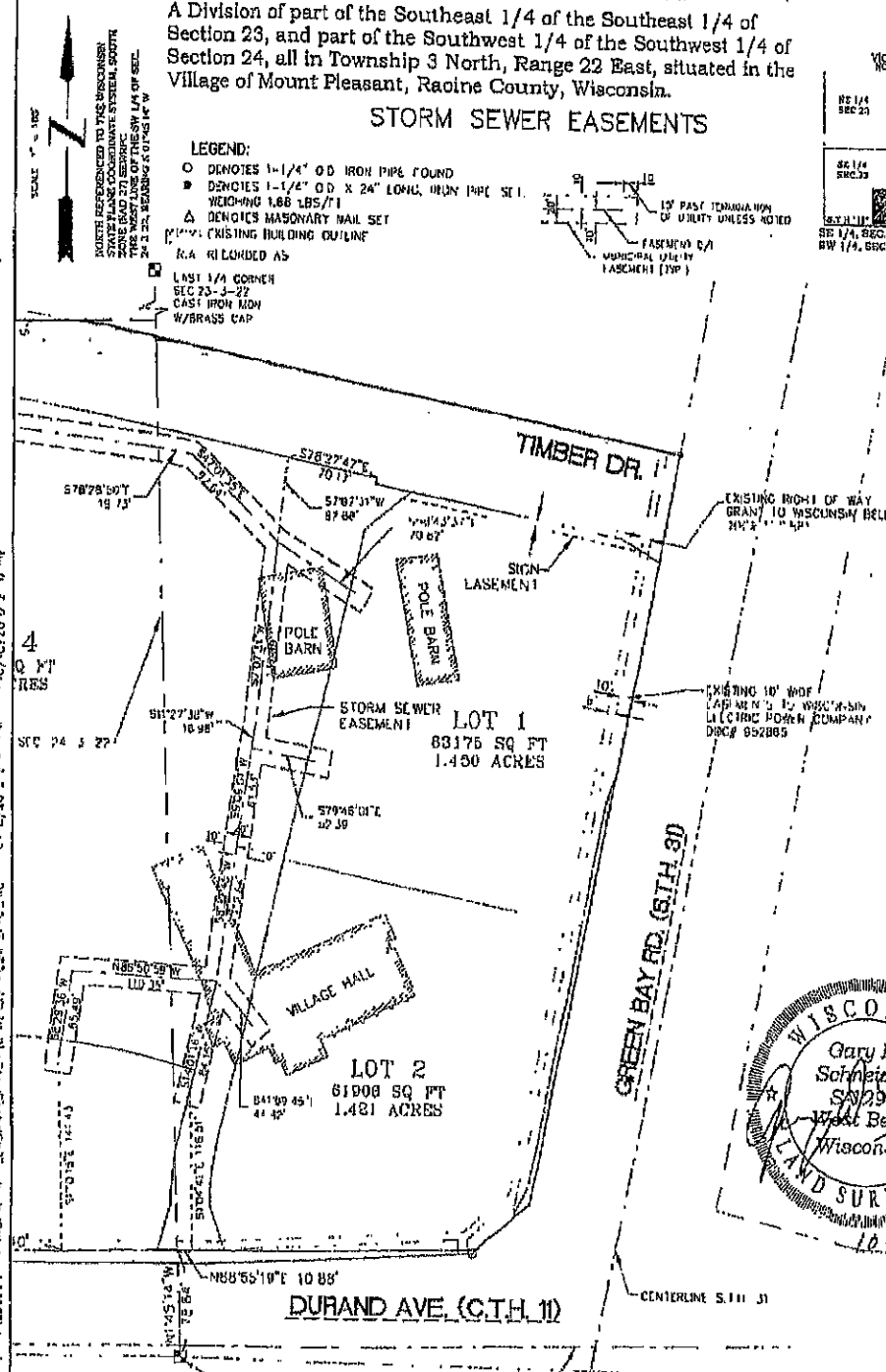
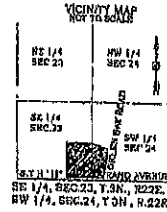
Sheet 7 of 9

A Division of part of the Southeast 1/4 of the Southeast 1/4 of Section 23, and part of the Southwest 1/4 of the Southwest 1/4 of Section 24, all in Township 3 North, Range 22 East, situated in the Village of Mount Pleasant, Racine County, Wisconsin.

STORM SEWER EASEMENTS

LEGEND:

- DENOTES 1-1/4" O.D. IRON PIPE FOUND
- DENOTES 1-1/4" O.D. X 24" LONG, IRON PIPE SET, WEIGHING 1.66 LBS/LI
- △ DENOTES MASONRY NAIL SET
- EXISTING BUILDING OUTLINE
- EXISTING BUILDING AS
- LAST 1/4 CORNER SEC 23-3-22 CAST IRON MON W/BRASS CAP
- 15' EAST TANGUISH HWY OF UTILITY UNLESS NOTED
- EASEMENT C/A
- MUNICIPAL UTILITY EASEMENT (TYP)



KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
MILWAUKEE, WISCONSIN
414 551 6665

CERTIFIED SURVEY MAP 3004

Sheet B of 3

SURVEYOR'S CERTIFICATE

I hereby certify that by the direction of Michael Wiley, I have surveyed, divided, and mapped the land shown and described hereon, being that part of the SE 1/4 of the SE 1/4 of Section 23 and part of the SW 1/4 of the SW 1/4 of Section 24, all in Township 3 North, Range 22 East, Village of Mount Pleasant, Racine County, Wisconsin. Described as follows:

Commencing at the SE corner of said Section 23, thence S 89°25'49" W along the Southerly line of said SE 1/4 of Section 23, 475.85 feet; thence N 01°45'14" W, 60.01 feet to the Northerly line of Durand Avenue (S.T.M. 11) and the point of beginning of lands herein described; thence continuing N 01°45'14" W, 695.59 feet; thence N 89°25'49" E parallel with said Southerly line of the SE 1/4 of Section 23, 421.65 feet; thence S 78°29'11" E, 55.67 feet to a point on the Southerly line of said SE 1/4 of Section 23, 421.65 feet; thence S 78°29'11" E, 408.10 feet to a point on the Westerly right of way line of Green Bay Road (S.T.M. 31); thence S 11°30'49" W along said Westerly right of way line of Green Bay Road, 566.01 feet; thence S 49°05'37" W, 55.44 feet to a point on said Northerly right of way line of Durand Avenue (S.T.M. 11); thence S 86°33'45" W along said Northerly line of Durand Avenue (S.T.M. 11), 203.63 feet; thence S 89°25'49" W along said Northerly line of Durand Avenue (S.T.M. 11), 20.84 feet to a point on the Westerly line of said SW 1/4 of Section 24, thence continuing S 89°25'49" W along said Northerly line of Durand Avenue (S.T.M. 11), 475.85 feet to the Point of beginning.

Containing 12.43 Acres, more or less

I further certify that I have fully complied with the provisions of section 236.34 of the Wisconsin Statutes and the Village of Mount Pleasant Land Division Ordinances in surveying, dividing, and mapping and that this Certified Survey Map is a true and correct representation of all of the exterior boundaries and the division of said land.

Dated this 18th day of OCTOBER, 2010
 Gary D. Schneider S-1297



CORPORATE OWNER'S CERTIFICATE OF DEDICATION

Village of Mount Pleasant, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped, and dedicated as represented hereon. Village of Mount Pleasant does further certify that this plat is required by §236.10 or §236.12 to be submitted to the following for approval or objection.
 Village of Mount Pleasant

IN WITNESS WHEREOF, the said Village of Mount Pleasant has caused these presents to be signed

by CAROLYN MILKIE, Village President, and countersigned

by JULIET EDMANNS, Village Clerk, of MT. PLEASANT, Wisconsin
 and its corporate seal to be hereunto affixed

on this 25th day of OCTOBER, 2010 In the presence of
 Village of Mount Pleasant

Juli Edmunds Village Clerk
Gary D. Schneider Village President

STATE OF WISCONSIN

RACINE COUNTY) SS

Personally came before me this 25th day of OCTOBER, 2010

CAROLYN MILKIE, Village President, and JULIET EDMANNS Village Clerk
 to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Clerk, and acknowledged that they executed the foregoing instrument as their offices as the officers of said corporation and by its authority.
Susan E. Brauer Notary Public, Racine, Wisconsin
 My commission expires Sept. 11, 2011



CERTIFIED SURVEY MAP 304

Sheet 9 of 9

VILLAGE OF MOUNT PLEASANT PLAN COMMISSION APPROVAL

This land division, is hereby approved by the Village of Mount Pleasant Plan Commission as being in conformance with the Village's Subdivision Ordinance.

This 25 day of OCTOBER, 2010

[Signature]
Village President

[Signature]
Village Clerk

VILLAGE OF MOUNT PLEASANT VILLAGE BOARD APPROVAL

This land division is hereby approved by the Mount Pleasant Village Board and the street applications shown thereon accepted.

Adopted by Resolution No. _____ 20____

Village Board this 25 day of OCTOBER, 2010

[Signature]
Village President

[Signature]
Village Clerk

FROM:

151-03-22-24-032-000
151-03-22-24-023-000

TO:

Lot 1 151-03-22-24-032-011
Lot 2 151-03-22-24-032-021
Lot 3 151-03-22-24-032-031
Lot 4 151-03-22-24-032-041

SURVEYOR

KAPUR & ASSOCIATES, INC.
7711 N. PORT WASHINGTON RD.
MILWAUKEE, WI 53217
414-351-6666

OWNER

VILLAGE OF MOUNT PLEASANT
6126 DURAND AVENUE
RACINE, WI 53406
262-594-8572



KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
MILWAUKEE, WISCONSIN
414-351-6666

VILLAGE OF MOUNT PLEASANT PLAN COMMISSION APPROVAL

This land division, is hereby approved by the Village of Mount Pleasant Plan Commission as being in conformance with the Village's Subdivision Ordinance

This 20 day of October, 2010

This is day of October
1961
 Village President

Village President


10. John Edward
Village Clerk

Village Clerk

VILLAGE OF MOUNT PLEASANT VILLAGE BOARD APPROVAL

This land division is hereby approved by the Mount Pleasant Village Board and the street dedications shown thereon accepted by the

Village Board this 25 day of October, 2010

Village Board this ~~the~~ day of June

 Village President

Village President

20 10
J. E. Edwards
Village Clerk

Village Clerk

$\text{He} = \frac{1}{2} \sigma$, $\text{H}_2\text{O} = \frac{1}{2} \sigma$, $\text{CO}_2 = \frac{1}{2} \sigma$

SMO D. G. #07-8567060\A B A(S) J-VS VZJ.A-A-ZZTSXO--GGTOSD\A 45\14SVTA A10D" NJH\

SURVEYOR

KAPUR & ASSOCIATES, INC
7711 N PORT WASHINGTON RD
MILWAUKEE, WI 53217
414-351-6668

OWNER

VILLAGE OF MOUNT PLEASANT
6126 DURAND AVENUE
RACINE, WI 53406
262-554-8750



10-18-10



KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
MILWAUKEE, WISCONSIN
314-332-1888

State Bar of Wisconsin Form 1-2003

WARRANTY DEED

Document Number

Document Name

THIS DEED, made between
VILLAGE OF MT. PLEASANT

("Grantor," whether one or more), and
GENCAP MT. PLEASANT SHOPS, LLC, a Wisconsin limited
liability company

("Grantee," whether one or more)

Grantor, for a valuable consideration, conveys to Grantee the following described real
estate, together with the rents, profits, fixtures and other appurtenant interests, in
RACINE County, State of Wisconsin ("Property") (if more space is
needed, please attach addendum):

Lot 2 of Certified Survey Map No. 3004, recorded on
October 28, 2010, as Document No. 2266412, a division of
part of the Southeast 1/4 of the Southeast 1/4 of Section
23, and part of the Southwest 1/4 of the Southwest 1/4 of
Section 24, Town 3 North, Range 22 East, in the Village of
Mount Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 151-03-22-24-032-021

This Deed is exempt from a fee and form pursuant to s.77.25(2)

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 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded
building and use restrictions and covenants, and general taxes levied in the year of closing.

Dated 11-9-10
VILLAGE OF MT. PLEASANT

Carolyn A. Milkie, President (SEAL)
Carolyn A. Milkie, President
Juliet M. Edmonds (SEAL)
Attested by Village Clerk - Juliet
AUTHENTICATION Edmonds
Signature(s) of Carolyn A. Milkie
and Juliet Edmonds
authenticated on 11-9 2010
John G. Shannon WSB #1017533

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

THIS INSTRUMENT DRAFTED BY:
ATTORNEY JEFFREY P. PATTERSON

James A. Ladwig

JAMES A. LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Exemption #1: EXEMPT #



Recording Area

Name and Return Address

REINHART BOERNER
DAVID JUBELIER
1000 N. WATER ST.
MILWAUKEE WI 53202

151-03-22-24-032-021

Parcel Identification Number (PIN)

This is not homestead property
(is/is not)

____ (SEAL)

____ (SEAL)

ACKNOWLEDGMENT

STATE OF WISCONSIN
____ COUNTY } ss.

Personally came before me on
the above named _____

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

Notary Public, State of Wisconsin
My commission (is permanent)(expires: _____)

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
WARRANTY DEED 2003 STATE BAR OF WISCONSIN FORM NO. 1-2003
*Type name below signatures

cwd003n 9/03

THIS INDENTURE, made this 24th day of April, A.D. 1951, between the COUNTY OF RACINE in the State of Wisconsin, party of the first part, and the TOWN OF MT. PLEASANT, in Racine County, State of Wisconsin, party of the second part,

WHEREAS, at a legal meeting of the County Board of Supervisors of Racine County held on the 10th day of February, A.D. 1953, said County Board by resolution directed the County Clerk of said County of Racine, Wisconsin, to convey by warranty deed the interest of Racine County in lands hereinafter described, said lands being located in the Town of Mt. Pleasant, Racine County, Wisconsin, to the said party of the second part, subject to certain conditions and restrictions as set forth in Resolution No. 144, adopted by the Racine County Board of Supervisors on the 10th day of February, A.D. 1953, which conditions and restrictions are hereinafter set forth in full.

WITNESSETH, that the said party of the first part for and in consideration of Thirteen Thousand Five Hundred Dollars (\$13,500.00) 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 does give, grant, bargain, sell, remise, alien, convey, and confirm unto the said party of the second part and its assigns forever the following described real estate, situated in the County of Racine and State of Wisconsin, to-wit:

That part of the Southeast $\frac{1}{4}$ of Section 23, and the Southwest $\frac{1}{4}$ of Section 24, Township 3, North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows:

Begin at the Southeast corner of said Section 23; run thence West 475.85 feet along the South line of said Section 23; thence North $1^{\circ} - 12' - 30''$ West 764.60 feet; thence East 475.85 feet to the East line of said Section 23; thence Continue East 491.55 feet to the center of the Green Bay Road; thence South $12^{\circ} - 05'$ West 788.0 feet to the South line of said Section 24; thence North $88^{\circ} - 19' - 30''$ West 310.5 feet to the point of beginning.

Containing 15.6141 Acres.

6016884

reserving, however, for a period of four months after the 1st day of April, A.D. 1953, unto the grantor the right to the structure now located on said premises, together with the right to enter thereon and to remove said building therefrom; and subject to the following conditions;

- a. The Town of Mt. Pleasant shall establish and maintain a fire station on said premises within a period of three years after April 1, 1953.
- b. Said premises shall at no time be used nor suffered to be used for the purpose of sale or disposal in any manner of spirituous, malt, brew, vicious, ardent, fermented or intoxicating liquors.
- c. In the event that the fifteen acres hereby conveyed become located within the territorial limits of the City of Racine, then condition "a" above set forth shall become null and void.
- d. In the event that either of these conditions be violated, the grantor, Racine County, shall have the right to institute and maintain legal proceedings for the specific performance of the conditions herein contained.

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, excepting, however, as hereinbefore provided.

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

And the Said County of Racine in the State of Wisconsin for itself and its successors does covenant, grant, bargain and agree to and with the said party 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 from all incumbrances whatever, and that the above bargained premises in the quiet and peaceable possession of the said party 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 county has caused this deed to be executed in its behalf by Lennie Hardie, its County Clerk, and its official County Seal to be affixed this 26th day of April, A.D. 1954.

COUNTY OF RACINE

By Lennie Hardie (SEAL)
Lennie Hardie, County Clerk

In the Presence of:

Elizabeth Hughes
Elizabeth Hughes
Medora H. Phillips
Medora H. Phillips

STATE OF WISCONSIN }
COUNTY OF RACINE } SS

Personally came before me this 26th day of April, A.D. 1954, the above named Lennie Hardie, County Clerk of Racine County, Wisconsin, to me known to be such officer and to be the person who executed the foregoing instrument and acknowledged that she executed the same as the act and deed of said Racine County and by its authority.

Marian A. Kiofanda
Marian A. Kiofanda
Notary Public, Racine County, Wis.
My comm. expires: June 16, 1957

ORIGINAL

***** VOL 380 PAGE 306 *****

COUNTY OF RACINE

STATE OF WISCONSIN

Party, First Part

TOWN OF MT. PLEASANT

RACINE COUNTY

STATE OF WISCONSIN,

Party, Second Part

616884

WARRANTY DEED

Recorder's Office }
Racine County, Wis. }

Received for Record 2 day of
June A.D. 1954 at 11:50
o'clock P.M. and recorded in Volume 560
of Records page 303 - 306

Lawrence A. Krenze
Register of Deeds

By Harriet R. Yafford
Deputy

Mr. Lawrence Lee

Howard A. Krenze
District Attorney
Racine County, Wis.

J.R. Sturtevant

2nd

DOCUMENT #

1537642
DOCUMENT NO.State Bar of Wisconsin Form 3 -- 1982
QUIT CLAIM DEEDREGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

96 MAY -7 PM 2:43

LARRY LADD
REGISTER OF DEEDSVOL 2533
PAGE 771

Racine County, in the State of Wisconsin

quit-claims to Town of Mt. Pleasant, in the County
of Racine, State of Wisconsinthe following described real estate in Racine County,
State of Wisconsin:

Tax Exempt 77.25 #2

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

WILLIAM E. DYE
Box 37051-008-03-22-23-032-000 and
51-008-03-22-24-023-000

(Parcel Identification Number)

That part of the Southeast 1/4 of Section 23, and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Begin at the Southeast corner of said Section 23; run thence West 475.85 feet along the South line of said Section 23; thence North 01° 12' 30" West 764.60 feet; thence East 475.85 feet to the East line of said Section 23; thence continue East 491.55 feet to the center of Green Bay Road; thence South 120° 05' West 788.0 feet to the South line of said Section 24; thence North 88° 49' 30" West 310.5 feet to the point of beginning. Excepting therefrom lands conveyed in Warranty Deed dated April 24, 1985 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on May 21, 1985 in Volume 1753 of Records, at page 51, as Document No. 1169230 and Resolution dated September 14, 1970 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on April 22, 1971 in Volume 1083 of Records, at page 640, as Document No. 881293. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

Conveys all interest which grantor (party of first part) has in and to said above described premises and particularly the party of the first part, by resolution duly adopted does release any rights it may have as to condition and restrictions imposed by warranty deed between the parties dated April 26, 1954, and recorded on June 2, 1954 in Volume 560 on page 303-306, as document No. 616884

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

Dated this 26th day of April, 1996.

Attest

Joan Rennert
County Clerk

(SEAL)

BY:

COUNTY OF RACINE

Norman Bauerenfreund
County Chairperson

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, 1996

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

William E. Dye

State Bar #1006058

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

ss.

Racine County.

Personally came before me this 26th day of April, 1996 the above named County of Racine Norman Bauerenfreund, County Chairperson and Joan Rennert, County Clerk

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

Linda P. Callender

LINDA P. CALLENDER

Notary Public Racine County, Wis.

My commission is permanent. (If not, state expiration date: 12-26-99, 1999.)

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

QUIT CLAIM DEED

STATE BAR OF WISCONSIN
FORM No. 3 -- 1982Wisconsin Legal Blank Co., Inc.
Milwaukee, Wis.

Feb

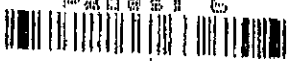
DOCUMENT # 2254279
RACINE COUNTY REGISTER OF DEEDS
June 29, 2010 12:15 PM

AFFIDAVIT

Document Number

Document Title

James A. Ladwig

JAMES A. LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
PAGES: 6


Recording Area

Name and Return Address

Jon Lehman
Corporation Counsel
730 Wisconsin Ave.
Racine, WI 53403

30-6

Parcel Identification Number (PIN)

OFFICE OF THE RACINE COUNTY CLERK

Wendy M. Christensen

730 Wisconsin Avenue, Racine, Wisconsin 53403

E-mail Wendy.Christensen@goRacine.org

Phone 262-636-3121

Fax 262-636-3491

AFFIDAVIT

TO WHOM IT MAY CONCERN:

I, Wendy M. Christensen, County Clerk in and for the
County of Racine, State of Wisconsin, do hereby certify
that the attached is a true and correct copy of Resolution
2009-144, adopted by the Racine County Board of
Supervisors on April 13, 2010. Included with this
Affidavit is the description and tax key numbers of the
land referred to in the aforesaid Resolution and as listed
below:

Tax Key No: 51-151-03-22-23-032-000

Tax Key No: 51-151-03-22-24-023-000

Wendy M. Christensen
Wendy M. Christensen
Racine County Clerk

Subscribed and sworn to before me this 28th day of June, 2010.

Joanne E. Smith
Joanne E. Smith, Notary Public
Racine County, Wisconsin.
My commission expires: 5-6-2012

⑦

March 23, 2010

RESOLUTION NO. 2009-144

RESOLUTION BY THE EXECUTIVE COMMITTEE AUTHORIZING THE RESCISSION OF PREVIOUSLY RESOLVED DEED RESTRICTIONS INCLUDED IN CONVEYANCE OF 15.61 ACRES OF COUNTY-OWNED PROPERTY TO THE TOWN OF MT. PLEASANT ON APRIL 26, 1954 AND RECORDED ON JUNE 2, 1954

To the Honorable Members of the Racine County Board of Supervisors:

WHEREAS, Racine County Board Resolution No. 144, dated February 10, 1953, authorized the conveyance of 15.61 acres at the intersection of HWYS 31 and 11 subject to certain conditions as expressed in "Exhibit A" that is attached hereto; and

WHEREAS, said parcel was subsequently developed into the Village of Mt. Pleasant municipal government campus; and

WHEREAS, the Village has heretofore complied with all conditions set forth in the original deed; and

WHEREAS, on 9 March 2010 an agent of the Village made a request to the County that the 1954 deed restrictions be rescinded so that a proposed commercial development for the site can proceed without delay; and

WHEREAS, upon request of the Executive Committee, Mt. Pleasant representatives appeared on 16 March 2010 and informed the committee that General Capital Acquisitions, LLC purchased the property and will develop the site for tenants that market and sell alcohol beverages; and


WHEREAS, it was further noted that the Mt. Pleasant fire station will be relocated to the new Village government campus that is being developed on 90th Street; and

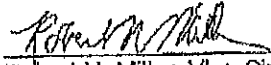
WHEREAS, since the date that the Mt. Pleasant incorporated as a village, the parcel that was conveyed in 1954, could not be annexed by the City of Racine; and

NOW, THEREFORE, BE IT RESOLVED that the Racine County Board of Supervisors hereby rescinds all conditions set out in warranty deed executed on 26 April 1954 and as reflected in the corresponding Resolution No. 144, dated 10 February 1953.

Respectfully submitted,

EXECUTIVE COMMITTEE


Peter L. Hansen, Chairman


Robert N. Miller, Vice-Chairman

1st Reading 3-23-10

2nd Reading 4-13-10

BOARD ACTION

Adopted yes
For _____
Against _____
Absent _____

1 Resolution No. 2009-144

2 Page Two

3

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8

VOTE REQUIRED: Majority

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Prepared by:

11

Corporation Counsel

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Karen A. Nelson, Secretary

Joseph F. Bellante, Jr.

Robert D. Grove

Jeff Halbach

Dan E. Sharkozy

Van H. Wanggaard

Pamela Zenner-Richards

The foregoing legislation adopted by the County Board of Supervisors of
Racine County, Wisconsin, is hereby:

Approved: _____

Vetoed: _____

Date: 4-15-10

William L. McReynolds

William L. McReynolds, County Executive

COUNTY BOARD PROCEEDINGS, FEB. 10, 1953 157

acres hereby conveyed become stable that Counties retain the located within the territorial limits authority to consolidate these serv- of the City of Racine, then con- tines when, after ample study and dition "a" above set forth shall tions. It is found that consola- become null and void. tion is necessary, will effect sav- d. In the event that either of ings for the tax payers or will re- these conditions be violated the sult in better service to the re- granter, Racine County shall have adients of such services. NOW THEREFORE BE IT RE- the right to institute and maintain SOLVED by the Racine County Board of Supervisors that it re- legal proceedings for the specific performance of the conditions Board of Supervisors that it re- herein contained. gress the Wisconsin Legislature to BE IT FURTHER RESOLVED make it optional with Counties to that any terms or conditions set place the following services in forth in Resolution No. 123 adopt- ed by the Racine County Board of such County Agency as the County Supervisors on the 11th day of March, A. D., 1952, and in Resolu- tion No. 28 adopted by the Racine County Board of Supervisors on the 10th day of June, A. D., 1952, in conflict with the terms and con- ditions of this resolution are here- by revoked. BE IT FURTHER RESOLVED that the County Clerk of Racine County is hereby instructed and directed and authorized to execute such deed for and on behalf of Racine County. Respectfully submitted, Emil Sommer, Bert Rosendale, Gilbert J. Niesen, County Prop- erty Taxes and Tax Titles and Equalization. Supervisor Sommers moved its adoption. Seconded. An aye and no vote was taken. The Clerk called the roll with the following result: 29 ayes. Resolution adopted. Supervisors Gauchel, Mehring and Philip Warren were excused. Supervisor Swantz was absent. The Committee on Pension and Welfare presented the following resolution: RESOLUTION NO. 145 To the Honorable Members of the Racine County Board of Super- visors: WHEREAS the 1953 session of the Wisconsin Legislature will have before it legislation that will, if enacted into law, force consolidation of all Welfare and Pension services, and WHEREAS it appears highly de-

156 COUNTY BOARD PROCEEDINGS, FEB. 10, 1953

Mr. Pleasant subject to certain conditions; and WHEREAS, by resolution No. 28 adopted by the Racine County Board of Supervisors on the 10th day of June, A. D., 1952, it was resolved that Racine County con- vey said premises by quit claim deed to the Town of Mt. Pleasant, subject to the terms and conditions contained in Resolution No. 123 adopted on the 11th day of March, A. D., 1952; and further resolved that the County Clerk be instructed, directed and authorized to execute such deed for and on be- half of Racine County; and WHEREAS, objection was made by the Town of Mt. Pleasant to the taking of title of the premises in question by quit claim deed; and WHEREAS, further objection was made to the conditions of such proposed deed which required the establishment and maintenance of a fire station on said premises, in that there is no limitation as to the length of time which the Town of Mt. Pleasant must maintain such fire station; and further objection was made to the conditions of such proposed deed in that there was no expression of the intention of the parties in the event the Town of Mt. Pleasant should fail to carry out either of the conditions upon which said land was to be con- veyed. NOW THEREFORE, BE IT RESOLVED that Racine County convey by warranty deed to the Town of Mt. Pleasant the premises described in Resolution No. 123 adopted March 11, 1952, subject, however, to the following condi- tions: a. The Town of Mt. Pleasant shall establish and maintain a fire station on said premises within a period of three years after April 1, 1953. b. Said premises shall at no time be used not suited to be used for the purpose of sale or disposal in any manner of spirituous, malt, brew, vinous, ardent, fermented or intoxicating liquors. c. In the event that the fifteen Mt. Pleasant to the said Town of

That part of the Southeast 1/4 of Section 23, and the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the ~~Town~~^{Village} of Mt. Pleasant, County of Racine, State of Wisconsin, bounded and described as follows:

Beginning at the Southeast corner of said Section 23; running thence West 475.85 feet along the South line of said Section 23; thence North 61° 12' 30" West 764.60 feet; thence East 475.85 feet to the East line of said Section 23; thence continue East 491.55 feet to the center of Green Bay Road; thence South 12° 05' West 788.0 feet to the South line of said Section 24; thence North 88° 49' 30" West 310.5 feet to the point of beginning.

EXCEPTING THEREFROM lands conveyed in Warranty Deed dated April 24, 1985 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on May 21, 1985 in Volume 1753 of Records, Page 51, as Document No. 1169230 and Resolution dated September 14, 1970 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on April 22, 1971 in Volume 1083 of Records, Page 640, as Document No. 881293.

Tax Key No: 51-151-03-22-23-032-000, Tax Key No: 51-151-03-22-24-023-000

Address: 6126 DURAND AVENUE, RACINE, WISCONSIN 53406

RESOLUTION

Resolved at a regularly scheduled meeting of the Town Board of The Town of Mt. Pleasant, Racine County, Wisconsin, that the Town Board is authorized to negotiate and convey in behalf of said Town of Mt. Pleasant, Racine County, its lands needed for the improvement of State Trunk Highway No. 11.

Henry Rohner
Henry Rohner, Town Chairman

Robert White
Robert White, Supervisor

Robert Lamparek
Robert Lamparek, Supervisor

This is to certify that this Resolution was adopted by The Town Board of the Town of Mt. Pleasant, Racine County, Wisconsin, on the 14th day of September, 1970.

Kermit C. Hansen
Kermit C. Hansen, Town Clerk

WDH	
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881293

1083-640

April 22, 1971

EXC

DOCUMENT NO.

THIS INDENTURE, Made by the Town of Mt. Pleasant, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, grantor, of Racine County, Wisconsin, hereby conveys and warrants to the State of Wisconsin, Department of Transportation, Division of Highways, grantee, for the sum of good and valuable consideration (\$-0-) Dollars.

See page 2.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by Henry Rohner, Town Chairman, and countersigned by Kermit C. Hansen, Town Clerk, at Racine, Wisconsin, and its corporate seal to be hereunto affixed, this 14th day of September, A.D. 1970.

Signed and Sealed in the Presence of:

TOWN OF MT. PLEASANT

By: Henry Rohner
Henry Rohner, Town Chairman
Countersigned:

Kermit C. Hansen
Kermit C. Hansen, Town Clerk.

State of Wisconsin)
County) SS.

Received for Record

day of

A.D. 19, at

o'clock -M. and recorded

in Vol. of

Page

County.

This instrument was drafted by the State of Wisconsin Department of Transportation, Division of Highways.

Project T 014-3 (34) I.D.
1322-1-21

Personally came before me, this 14th day of September, A.D. 1970, Henry Rohner,

Town Chairman and Kermit C. Hansen, Town Clerk,

of the above-named municipal corporation, to

me known to be the persons who executed the

foregoing instrument and to me known to be

such Town Chairman and Town Clerk of said

municipal corporation, and acknowledged that

they executed the foregoing instrument as such

officers as the deed of said municipal corporation by its authority,

Notary Public
Notary Public, Racine County, Wisconsin

My commission expires: 4-22-73

Fee Title in and to the following tract of land in Racine County, State of Wisconsin, described as:

That part of the southeast one-quarter of Section 23 and the southwest one-quarter of Section 24, all in Township 3 North, Range 22 East, lying within the following described traverse:

Commence at the southeast one-quarter corner of said Section 23; thence North 01° 45' 14" West 8 feet to the point of beginning; thence North 89° 25' 49" East 222.91 feet; thence North 88° 24' 49" East 91.54 feet; thence North 11° 30' 26" East along the center line of S.T.H. 31 to the northerly property line of the owner; thence westerly along the owners northerly property line to a point which is 70 feet as measured normal to the existing center line of S.T.H. 31; thence South 11° 30' 26" West to a point which is North 89° 25' 49" East 222.91 feet; North 88° 24' 49" East 91.54 feet; North 11° 30' 26" East 91.65 feet and North 78° 29' 34" West 70 feet from the point of beginning; thence southwesterly to a point which is North 89° 25' 49" East 222.91 feet and North 00° 34' 11" West 70 feet from the point of beginning; thence westerly to a point which is North 89° 25' 49" East 19.58 feet and North 00° 34' 11" West 61.00 feet from the point of beginning; thence South 89° 25' 49" West 495.44 feet to a point in the owners west property line; thence southerly along the owners west property line 61.00 feet; thence North 89° 25' 49" East to the point of beginning.

Also all that land in the southeast one-quarter of said Section 23 and the southwest one-quarter of said Section 24 lying between the above described traverse and the south lines of said Sections.

This parcel contains 1.45 acre more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, all existing, future or potential common law or statutory easements or rights of access between the right of way of the highway, currently designated as S.T.H. 11, and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on the said highway: That part of the southwest one-quarter of Section 24, Township 3 North, Range 22 East; except the westerly 131.54 feet.

Also, all existing, future or potential common law or statutory easements or rights of access between the right of way of the highway, currently designated as S.T.H. 31, and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on the said highway:

That part of the southwest one-quarter of Section 24, Township 3 North, Range 22 East lying southerly of a point 200 feet northerly of the existing intersection of S.T.H. 31 and S.T.H. 11.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on May 1, 1971. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

I.D. 1322-1-21
Project T014-3(34)

881293

Page 2

Parcel 58

Register's Office } ss.
Racine County, Wis.

Received for Record 22nd day of
April A.D. 1971 at 2:34
o'clock P. M. and recorded in Volume 1583
of Records on page 646-642

4.00 Stanley J. Bialecki
Register of Deeds

DOCUMENT NO.
1189230

WARRANTY DEED-To Corporation
STATE OF WISCONSIN-FORM 4
THIS SPACE RESERVED FOR RECORDING DATA
Register's Office
Racine County, Wis. } SS

Received for Record 21st day of
May A.D. 1985 at 3:01
o'clock P. M. and recorded in Volume 1753
of Records on page 51

Theron M. Schuttler
Register of Deeds

RETURN TO Cop Counsel

THIS INDENTURE, made this 24th day of April
A. D. 1985, between TOWN OF MT. PLEASANT, a municipal
corporation,

RACINE COUNTY, a municipal corporation, part V of the first part and

corporation
duly organized and existing under and by virtue of the laws of the State of Wisconsin, located
at Racine County Wisconsin, 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 good and valuable
consideration

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

That part of the Southeast quarter of Section 23, and the Southwest
quarter of Section 24, Township 3 North, Range 22 East, in the Town
of Mt. Pleasant, Racine County, Wisconsin, bounded as follows:

Begin at a 3/4" diameter iron rod stake on the Section line between
said Sections 23 and 24 located N01°45'14"W, 764.60' from a cast
iron highway plate marking the Southeast corner of said Section 23;
thence N89°45'12"E, 419.58' to the west right-of-way line of S.T.H.
"31"; thence S11°30'49"W, 97.34' along said right-of-way line; thence
N78°29'11"W, 463.76'; thence N89°25'49"E, 54.21' to the point of
beginning.

Said parcel contains approximately 0.52 acres see Exempt 77.87 #2

This conveyance was authorized at a regular Town meeting of the Town of
Mt. Pleasant held April 15, 1985.

Together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining; and all the estate
right, title, interest, claim or demand whatsoever, of the said part 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 party of the
second part, and to its successors and assigns FOREVER.

And the said TOWN OF MT. PLEASANT, a municipal corporation,

assigns
for its successors and/ do covenant, grant, bargain and agree to and
with the said party of the second part, its successors and assigns, that at the time of the executing 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 incumbrances whatever,

and that the above bargained premises in the quiet and peaceable possession of the said party 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 of the first part in do hereunto set its hand and seal this 24th
day of April, A. D. 1985.

SIGNED AND SEALED IN PRESENCE OF

TOWN OF MT. PLEASANT, a
municipal corporation (SEAL)

Kimberly A. Kozlik

By: Mary M. Harrington (SEAL)

DOROTHY A. KOZLIK

Mary M. Harrington, Chairman

Susan E. Brewer

By: Carol J. Jensen (SEAL)

SUSAN E. BREWER

Carol J. Jensen, Clerk

STATE OF WISCONSIN,
Racine

County, } ss.

Personally came before me, this 24th day of April, A. D. 1985,
the above named Town of Mt. Pleasant, a municipal corporation by Mary M.
Harrington, Chairman, and Carol J. Jensen, Clerk
to me known to be the person ss. who executed the foregoing instrument and acknowledged the same.

NOTARY
SEAL

This instrument drafted by
William M. Dye, Esq.

Notary Public Racine County, Wis.

My Commission (Expires) (Is) 03/05/89

(Section 55.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the
names of the grantor, grantee, witnesses and notary.)

WARRANTY DEED-STATE OF WISCONSIN, FORM NO. 4

Treat No. _____

VOL 704 PAGE 46

FORM 295-6-3-61-7-000
Pole Line

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration - - - - - it paid the receipt whereof is hereby acknowledged, the undersigned grantor, TOWN OF MT. PLEASANT, a municipal body corporate, owner, and mortgages, does hereby convey unto

WISCONSIN ELECTRIC POWER COMPANY

a Wisconsin corporation, grantee, its successors and assigns, the right, permission, and authority to erect, maintain, operate, and replace a line of poles, together with the necessary stub supports, anchors and guy wires, and underground accessories, upon, over, beneath, and across the premises of the undersigned grantor in the Southeast one-quarter (SE¹/₄) of Section numbered Twenty-three (23) and in the Southwest one-quarter (SW¹/₄) of Section numbered Twenty-four (24) both in Township numbered Three (3) North, Range numbered Twenty-two (22) East, Town of Mt. Pleasant, Racine County, Wisconsin, the center line of said line of poles being described as follows:

fifty-six (56) feet north of and parallel to the south lines of said Sections Twenty-three (23) and Twenty-four (24); said premises being more particularly described in that certain Warranty Deed recorded in the office of the Register of Deeds for Racine County in Volume 560 of Deeds on Page 303 as Document No. 616884.

The right, permission and authority is also granted to said grantee to string, operate, maintain, and replace wires and cables on said poles, supported by necessary crossarms, together with necessary and usual appliances, for the purpose of transmitting electrical energy; said wires and cables shall be strung not less than eighteen (18) feet above the presently existing ground level at all points.

The right, permission and authority is also granted to said grantee to cut down and remove or trim all trees and overhanging branches now or hereafter existing within twenty-five (25) feet of said above described center line, and to cut down and remove or trim such trees now or hereafter existing on the premises of the undersigned located outside of said described area which by falling might interfere with or endanger said electric line.

The undersigned covenants and agrees that no trees will be planted within twenty-five (25) feet of said above described center line and further covenants and agrees that no structure will be erected or hay, grain or straw stack or other materials placed on the premises of the undersigned in such a manner as to extend within twenty (20) feet of said wires and cables.

The grantee and its agents shall have the right to enter upon the premises of the undersigned for the purpose of patrolling said line and exercising the rights herein acquired, but payment shall be made by it for damage, if any, to crops, fences, or livestock.

This agreement shall be binding upon and/or inure to the benefit of the undersigned and its successors or assigns of all parties hereto.

the said TOWN OF MT. PLEASANT has caused these presents to be signed by its Chairman and Clerk and its corporate seal, to be herewith affixed this 2nd day of June, 1961.

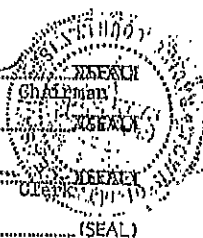
In Presence of:

Dorothy Michael
Dorothy Michael
Marcella Kuiper
Marcella Kuiper

TOWN OF MT. PLEASANT

By Henry Bohner
Henry Bohner
CHAIRMAN

By Karmit C. Hansen
Karmit C. Hansen
CLERK



Over

721949

704-46

June 7, 1961

STATE OF WISCONSIN

County } ss.

Personally came before me this.....day of....., 19.....,
the above named.....

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

Notary Public,County, Wis.

My Commission expires.....

STATE OF WISCONSIN

County } ss.

Personally came before me this.....day of....., 19.....,
the above named.....

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

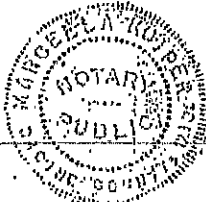
Notary Public,County, Wis.

My Commission expires.....

STATE OF WISCONSIN)
RACINE) ss.
COUNTY)

Personally came before me, this 2nd day of JUNE, 1961,
HENRY ROHNER Chairman, and HERMUT E. HANSEN
Clerk, of the above named municipal body corporate, known to me to be the persons
who executed the foregoing instrument and to me known to be such Chairman and
Clerk of said municipal body corporate, and acknowledged that they executed the
foregoing instrument as such officers, as the deed of said municipal body corporate,
by its authority, and pursuant to a resolution adopted by its Town Board on
JUNE 2, 1961.

Marcella Kupsis
Notary Public, Racine County, Wis.
My commission expires Aug. 26, 1962



Doc. No. 721949

TO
WISCONSIN ELECTRIC
POWER COMPANY

EASEMENT

VOL 704 PAGE 47

Register's Office
Racine County, Wis. } ss.
Handled by me and
A.D. 1961 at 1:15
o'clock P.M. and recorded in Volume 704
of Racine County on 6-23-61 46-47
Stanley J. Binkley
Register of Deeds

L.O.O. E-
Che. Act.

Return to E. D. MISHLOW
Real Estate Dept., 221 W. Michigan St.
MILWAUKEE 1, WIS.
721949 #17
1.50

Dated & Del. Nov. 18, 1970

CONVEYANCE OF RIGHTS IN LAND BY PUBLIC UTILITY

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and No/100- Dollars (\$1.00)

acknowledged hereby to be in full payment of the rights herein conveyed, and all damages including the relocation or other alteration of certain transmission lines and supporting structures, as set forth hereinafter, to the grantee, the grantor, does hereby grant unto the State of Wisconsin, grantee, an easement, and the right to cross, traverse, or otherwise occupy with a public highway certain lands upon or over which the grantor, other than through the occupancy of a public highway or street, holds prior rights by virtue of title, easement, license, or other legal claim, which is the basis for this grant.

in and to the property of WISCONSIN ELECTRIC POWER COMPANY Inc. of Racine, Wis.

a public utility grantor, does hereby grant unto the State of Wisconsin, grantee, an easement, and the right to cross, traverse, or otherwise occupy with a public highway certain lands upon or over which the grantor, other than through the occupancy of a public highway or street, holds prior rights by virtue of title, easement, license, or other legal claim, which is the basis for this grant.

The said lands are situate within the Town of Mount Pleasant

Racine County, Wisconsin, and are shown on the map filed by the grantor with the County Highway Committee and the County Clerk of said County as required by Section 84.09(1) of the Wisconsin Statutes, and are described as follows, bearing revision date of July 15, 1970, showing the plat of right of way required for Project T OLL-3(34) filed by the grantee with the County Highway Committee and the County Clerk of said County as required by Section 84.09(1) Wisconsin Statutes, and are described as follows, to-wit:

In the Northeast one-quarter (NE $\frac{1}{4}$) of Section Twenty-five (25), the Southeast one-quarter (SE $\frac{1}{4}$) of Section Twenty-three (23) and the Southwest one-quarter (SW $\frac{1}{4}$) of Section Twenty-four (24), all in Township Three (3) North, Range Twenty-two (22) East, Town of Mount Pleasant, Racine County, Wisconsin, that part of those certain easements recorded in the office of the Register of Deeds for Racine County in Volume 840 of Deeds on Page 48 as Document No. 778123, in Volume 704 of Deeds on Page 46 as Document No. 722310, in Volume 375 of Deeds on Page 618 as Document No. 453660, in Volume 375 of Deeds on Page 603 as Document No. 453645, lying within the right of way acquired or to be acquired for S.T.H. 21 under Project T OLL-3(34).

This grant is made for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said lands.

The grantor reserves to itself the right to cross, traverse, or otherwise occupy these lands with the present and future overhead or underground transmission lines and appurtenant facilities and supporting structures in a manner not inconsistent with the purposes of this grant, and in a manner as will not interfere with normal highway maintenance and operation, provided, however, that the costs of any relocation or alteration of the said transmission lines, appurtenant facilities, or supporting structures when required by the grantee to accommodate expanded or additional highway facilities on or across the said lands, will be paid by the grantee, and provided further that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the grantor, will be defrayed by the grantors.

This Instrument drafted by

The State of Wisconsin/Department of Transportation, Division of Highways

Project T OLL-3(34)
I.D. 1322-1-46

VOL 1083 PAGE 7

Parcel No. 102

886895

1083-7

Oct 13 1971

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) to it paid, the receipt whereof is hereby acknowledged, the TOWN OF MT. PLEASANT, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, grantor, does hereby give and grant to

WISCONSIN ELECTRIC POWER COMPANY,

grantee, its successors and assigns, the right, permission and authority to construct, install, operate, maintain and replace conduit and cables underground for the purpose of transmitting electrical energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, upon, in and under the southerly ten (10) feet of the northerly twenty-five (25) feet and the easterly ten (10) feet of the westerly twenty-five (25) feet of its premises in the Southeast One-quarter (SE $\frac{1}{4}$) of Section Twenty-three (23) and the Southwest One-quarter (SW $\frac{1}{4}$) of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East, Town of Mt. Pleasant, Racine County, Wisconsin; said premises being more particularly described as: Beginning at the Southeast corner of said Section Twenty-three (23); thence West four hundred seventy-five and eighty-five one-hundredths (475.85) feet along the South line of said Section Twenty-three (23); thence North one degree, twelve minutes, thirty seconds (01°12'30") West seven hundred sixty-four and sixty one-hundredths (764.60) feet; thence East four hundred seventy-five and eighty-five one-hundredths (475.85) feet to the East line of said Section Twenty-three (23); thence continue East four hundred ninety-one and fifty-five one-hundredths (491.55) feet to the centerline of Green Bay Road; thence South twelve degrees, five minutes (12°05') West seven hundred eighty-eight (788.0) feet to the South line of said Section Twenty-four (24); thence North eighty-eight degrees, forty-nine minutes, thirty seconds (88°49'30") West three hundred ten and five tenths (310.5) feet to the point of beginning; also the right to construct, install, operate, maintain and replace electric pad-mounted transformers, together with concrete slabs and other necessary and usual appurtenant equipment, all for the aforesaid purposes, in the above described easement area.

The right, permission and authority is also granted said grantee to enter upon said premises of the grantor for the purpose of exercising the rights herein acquired, but the grantee agrees to restore the premises of the grantor, as nearly as is reasonably possible, to the condition existing prior to such entry.

Vol. 1256 PAGE 251

952865

1256-251

March 11, 1975

IN WITNESS WHEREOF, the said TOWN OF MT. PLEASANT has caused these presents to be signed by its Town Chairman and countersigned by its Town Clerk, and its corporate seal hereunto affixed this 10th day of February, 1975.

In Presence of:

TOWN OF MT. PLEASANT

Clarence J. Kuiper

By Henry Robner Town Chairman.

COUNTERSIGNED:

Julie Jensen
Julie Jensen

By Kermit C. Hansen Town Clerk.

STATE OF WISCONSIN)
) ss: -
 Kenosha COUNTY)

Personally came before me this 10th day of February, 1975;

Henry Robins, Town Chairman, and Herbert C. Hansen, Town Clerk, of the above named municipal corporation, TOWN OF MT. PLEASANT, to me known to be the persons who executed the foregoing instrument and to me known to be such Town Chairman and Town Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority, and pursuant to Resolution File No. 352865 adopted by its Town Board on 2-10-1925.
 1975. 11-25 day of

1975. Machine County, Mo.)
Received for Record 11th day of March A.D., 1975 at 3:30 o'clock P.M. and recorded in Volume 158 on page 258 Dorothy Michael
T.D.O. R-665
WO 420-01-4049
Rec'd 1-16-75
Dorothy Michael
Stanley J. Bisleski Notary Public, Reine County, Wl.
Register of Deeds
My commission expires 5-1-77

This Instrument Was Drafted By

Robert C. Just
On Behalf of Wisconsin Electric Power Company



51-008-03-22-23-032-000
51-008-03-22-24-023-000

1170881

Wisconsin Bell, Inc.

Right-of-Way Grant

M-8810
16-841

In consideration of the sum of One and no/100
Dollars (\$ 1.00), the undersigned grant^s and convey^s unto Wisconsin Bell, Inc. and its successors
the following described rights:

To place, replace, maintain and remove underground cables and an aboveground cable closure, (mounted on a solid pad)
within which said cables may be terminated aboveground,

together with associated appliances, all necessary and usual in the conduct of its or their business,

on and beneath

land owned by the grantor in the Town of Mount Pleasant

Racine County, Wisconsin, and described as follows: That part of the Southeast 1/4 of Section 23 and the Southwest 1/4 of Section 24, in Town 3 North, Range 22 East, in the Town of Mount Pleasant, Racine County, Wisconsin, bounded and described as follows: Commencing at the Southeast 1/4 corner of Section 23; thence N 1° 46' 01" W along the East line of said 1/4 Section, 71.02 feet; thence S 89° 25' 49" W 10 feet from and parallel with the Northerly line of STH "11", 475.87 feet to the point of beginning; thence N 1° 46' 11" W, 5.00 feet; thence N 89° 25' 49" E, 496.69 feet; thence N 86° 53' 45" E, 197.70 feet; thence N 49° 04' 57" E, 44.61 feet; thence N 11° 30' 26" E, 654.58 feet; thence S 89° 25' 49" W, 3.86 feet; thence N 11° 30' 26" E, 10.00 feet; thence N 89° 25' 49" E, 20.23 feet to a point in the Westerly line of STH "31"; thence S 11° 30' 26" W along said Westerly line 6.14 feet; thence S 89° 25' 49" W, 10.23 feet; thence S 11° 30' 26" W, 10 feet from and parallel with the Westerly line of STH "31", 661.77 feet; thence S 49° 04' 57" W, 10 feet from and parallel with said Westerly line 48.61 feet; thence S 3° 06' 15" E 10.00 feet to a point in the Northerly line of STH "11"; thence S 86° 53' 45" W along said Northerly line 6.00 feet; thence N 3° 06' 15" W, 10.00 feet; thence S 86° 53' 45" W, 10 feet from and parallel with the Northerly line of STH "11", 193.88 feet; thence S 89° 25' 49" W 10 feet from and parallel with said Northerly line, 496.70 feet to the point of beginning.

This grant likewise includes the right of ingress and egress on the lands of the undersigned for the purpose of exercising the rights herein granted.

The grantee covenants that it will pay the reasonable value of physical damage done to the property of the grantor, arising at any time out of the exercise by the grantee of the rights herein granted.

9649

Signed this 20th day of May, 1985.

Witness:

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TOWN OF MOUNT PLEASANT

Mary M. Carrington, Chairman

Carol J. Jensen, Clerk

ADOPTED ON May 20th, 1985, BY RESOLUTION NO. ---

VOL 1755 PAGE 896

1170881

State of Wisconsin

County of Racine ss.

Personally appeared before me this

20th

day of

May

19 85.

Mary Carrington, Laid Jensen

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

Donna J. Mastos

Notary Public, State of Wisconsin

Donna J. Mastos

My commission expires

5-11

19 86.

Document Drafted By

Wisconsin Bell, Inc.

By Frederick W. Bonney

Register's Office

Racine County, Wis.

} SS

Received for Record

14th day of

June A.D. 19 85 at 2:57

clock P.M. and recorded in Volume 1755

of Records on page 896-897

Helen M. Schuttler

Register of Deeds

6.00

RETURN TO: NIENOW ENGINEERING ASSOCIATES
c/o DAVID OBLACK
1743 W. GREENTREE RD.
MILWAUKEE, WI. 53209

VOL 1755 PAGE 897

20 2071

12.1 & 2-17-94
15.1

1459321

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS AND TRANSPORTATION SERVICES
FINDING, DETERMINATION AND DECLARATION

Establishing a Certain

Controlled-access highway in Racine County, Wisconsin, with reference to rural portions of a certain State Trunk Highway in the Townships of Yorkville and Mount Pleasant and the Villages of Union Grove and Sturtevant in Racine County.

The State of Wisconsin, Department of Transportation, Division of Highways, hereinafter referred to as the Department, judging that public safety, convenience and the general welfare require effective and special control of traffic entering upon or leaving rural portions of a certain State Trunk Highway in Racine County, Wisconsin as officially laid out and known as Dover/Yorkville Town Line to STH 31, State Trunk Highway (STH) 11 which extends 11.3 miles from the western line of the Township of Yorkville, easterly through the Townships of Yorkville and Mount Pleasant, the Villages of Union Grove and Sturtevant (excluding the urban portions of the Villages and those areas where access rights were purchased in conjunction with the I-94/STH 11 Interchange) to STH 31, and having made traffic engineering surveys, investigations and studies as required by law and having held a public hearing on that matter on April 18, 1991 at the auditorium of the Racine County Public Works building, Town of Yorkville at 8:00 P.M., Racine County, Wisconsin; following notice duly given by three (3) publications in the Westline (Union Grove), Burlington Standard Press (Burlington), and the Racine Journal Times (Racine) on March 27, April 3, and April 10, 1991, said newspapers having general circulation in the area, and having done all things in the manner required by law to be done by the Department of Transportation.

DOES HEREBY FIND, DETERMINE AND DECLARE

- I. That it is necessary in the interest of public safety, convenience, and the general welfare, that the rural portions of the officially-laid-out State Trunk Highway, including appurtenant roadways in the right of way thereof and beyond as shown on the map of controlled access, which begins at a point at the intersections of the centerline of STH 11 and the westline of Section 31, Township 3 North, Range 21 East, which point is approximately 1,660 feet north of the west corner of Section 31, Town of Yorkville, Racine County; thence easterly (excepting that portion of the Village of Union Grove from a point at the intersection of the centerline of STH 11 and the centerline of High Street, said point being approximately 1,150 feet south and 1,000 feet west of the Northeast Corner of Section 31, Township 3 North Range 21 East to a point at the intersection of STH 11 and 71st Street, said point being approximately 1,270 feet south and 1,160 feet west of the northern corner of Section 32, Township 3 North, Range 21 East; also those lands south of STH 11 whose access rights were previously restricted by projects 101-1(3) and 194-3 (30) 334/1032-1-21 extending easterly from a point along the centerline of STH 11 which is located approximately 1,080 feet south of and approximately 1,950 westerly of the northeast corner of Section 25, Township 3 North, Range 21 East, Town of Yorkville to a point along the centerline of STH 11 said point being approximately 680 feet south of and approximately 1,100 feet east of the northwest corner of Section 30, Township 3 North, Range 22 East, Town of Mount Pleasant; also that portion of the Village of Sturtevant on the north side of STH 11 from a point along the south line of Section 21, Township 3 North, Range 22 East approximately 875 feet east of the southwest corner of Section 21 and on the south

647 03-22

01

Wis Dept of Transportation
4802 Shubaygan Ave
P.O. Box 4916
Madison 53707-7916

side of STH 11 from a point along the north line of Section 28, Township 3 North, Range 22 East approximately 1,980 feet east of the northwest corner of Section 28, to the intersection of the centerline of STH 11 and 88th Street said point being on the north line of Section 27, Township 3 North, Range 22 East located approximately 1,280 feet east of the northwest corner of Section 27, 11.3 miles to a point at the intersection of the centerline of STH 11 and the westerly right-of-way line of STH 31 said point on north line of Section 25, Township 3 North, Range 22 East approximately 250 feet east of the northwest corner of Section 25, Town of Mount Pleasant, Racine County. This is also identified in the Wisconsin Department of Transportation files as controlled-access Project 1320-00-27, STH 11, Dover/Yorkville Townline to State Trunk Highway 31, as officially laid out in Racine County, Wisconsin, is hereby designated and established a controlled-access highway as authorized and otherwise provided by Section 84.25 of Wisconsin Statutes.

- II. That the average traffic potential on the rural portions of said State Trunk Highway is in excess of 2,000 vehicles per 24-hour day.
- III. That controlled-access highways within the state, inclusive of the highways herein so designated, do not exceed the 1,500 mile limitation imposed by law.
- IV. That the general controls to be exercised over traffic entering upon or leaving such controlled-access highway are the following:
 - (1) The owners or occupants of abutting lands shall have no right or easement of access by reason of the fact that their property abuts on the controlled-access highway or for other reasons, except only the controlled right of access and of light, air, or view.
 - (2) Where said controlled-access highway is established over a previously existing public highway open and used for travel, the highways, private driveways, and special crossing which opened into or connected with such public highway and which the Department deems are reasonable located and not likely to create undue hazard as of the effective date of this Finding, Determination and Declaration are or will generally be authorized and approved for entrance upon and departure from the controlled-access highway. The Administrator of the Division of Highways or his authorized representative, will give written notice of such authorization or approval to the owner or occupant of the land served thereby in the case of driveways and special crossings, and to the local public highways, provided however, that the continuous and future use of such authorized and approved highways, driveways and special crossings shall be subject to the statutes and regulations governing controlled-access highways and regulations of the Department generally applicable thereto.
 - (3) After the effective date of publication of this Finding, Determination and Declaration, no street or highway or private driveway or special crossing shall be opened into or connected with the controlled-access highway without the written consent and approval of the Department, which shall be given only if the public interest shall be served thereby, and shall specify the terms and conditions on which such consent and approval is given.
 - (4) Access to new divisions or parcels of land bordering the controlled-access highway created subsequent to the effective date of this Finding, Determination and Declaration, unless otherwise approved by the Department in writing, shall be via the access facilities which served the original tract or property.

- (5) No person shall have right of entrance upon or departure from or travel across any controlled-access highway or to or from abutting lands, except in places designated and provided for such purposes and on such terms and conditions as may be specified by the Department.
- (6) Whenever property held under one ownership is severed by a controlled-access highway, the Department may permit a crossing at a designated location to be used solely for travel between the severed parcels; provided however, that upon the change in conjunctive use of said lands or partial change of ownership or leasehold interests, this right of crossing shall be forfeited and shall cease unless expressly extended by the Department.
- (7) Where and when a service road, separated from the roadway(s) for through travel for the controlled-access highways, is established, opened to public travel, and maintained by or under specific approval of the Department, the right of direct access between the abutting property and the near roadway for through travel authorized under this Finding, Determination, and Declaration shall cease and, in lieu thereof, there shall be the right of direct access between the abutting property and the near service road and via the service road to and from the nearest roadway for through travel of the controlled-access highway at places where the service road connects with the roadway for through travel. The access between abutting property and a service road shall be the usual right of access that prevails for highways not designated controlled-access highways.
- (8) Private driveways and special crossings on controlled-access highway right of way shall be subject to the current driveway design and construction requirements of the Department. Private driveways and special crossings shall be reasonably surfaced, drained and maintained by the owner or occupant of the property without damage to the public highway, the Department may subsequently require that existing driveways or entrances be altered to conform to current driveway design standards and regulations.

V. That lands that abut or adjoin with or are traversed by this controlled-access highway are listed herewith in their respective towns, villages, and sections, and in a direction west to east as follows:

(1) Town of Yorkville, Township 3 North, Range 21 East, Quartersections:

- | | | |
|-----|------------|--|
| (a) | Section 31 | NW 1/4 of the NW, NE 1/4 of the NW
NW 1/4 of the NE, NE 1/4 of the NE |
| (b) | Section 32 | SE 1/4 of the NW, NW 1/4 of the NE
NE 1/4 of the NE, SW 1/4 of the NE, SE 1/4 of the NE |
| (c) | Section 33 | NW 1/4 of the NW, NE 1/4 of the NW, NW 1/4 of the NE, NE 1/4 of the NE |
| (d) | Section 28 | SE 1/4 of the SE |
| (e) | Section 34 | NW 1/4 of the NW |
| (f) | Section 27 | SE 1/4 of the SW, SE 1/4 of the SW, SW 1/4 of the SE, SE 1/4 of the SE, NW 1/4 of the SE, NE 1/4 of the SE |
| (g) | Section 26 | NW 1/4 of the SW, NE 1/4 of the SE, SE 1/4 of the NW, SW 1/4 of the NE, SE 1/4 of the NE |
| (h) | Section 25 | NW 1/4 of the NW, NE 1/4 of the NW, SW 1/4 of the NW, SE 1/4 of the NW, SW 1/4 of the NE, NW 1/4 of the NE, NE 1/4 of the NE |

VOL 2355 PAGE 037

- 2.) Village of Union Grove, Township 3 North, Range 21 East Quartersections:
- (a) Section 31 NE 1/4 of the NW, SE 1/4 of the NW, NW 1/4 of the NE, NE 1/4 of the NE
 - (b) Section 32 NE 1/4 of the NW, SE 1/4 of the NW, NW 1/4 of the NE

- 3.) Town of Mount Pleasant, Township 3 North, Range 22 East, Quartersections:
- (a) Section 30 NW 1/4 of the NW, NE 1/4 of the NW, NW 1/4 of the NE, NE 1/4 of the NE
 - (b) Section 20 SW 1/4 of the SW, SE 1/4 of the SW, SW 1/4 of the SE
 - (c) Section 29 NW 1/4 of the NW, NE 1/4 of the NE, NW 1/4 of the NE
 - (d) Section 22 SE 1/4 of the SW, SW 1/4 of the SE, SE 1/4 of the SE
 - (e) Section 27 NW 1/4 of the NE, NE 1/4 of the NE
 - (f) Section 23 SW 1/4 of the SW, SE 1/4 of the SW, SW 1/4 of the SE, SE 1/4 of the SE
 - (g) Section 26 NW 1/4 of the NW, NE 1/4 of the NW, NW 1/4 of the NE, NW 1/4 of the NE
 - (h) Section 24 Doc #992175, Vol 1357, Page 437
Doc #B16884, Vol 560, Page 303
 - (i) Section 25 Doc #1153287, Vol 1724, Page 665

- 4.) Village of Sturtevant, Township 3 North, Range 22 East, Quartersections:

- (a) Section 20 SE 1/4 of the SE
- (b) Section 29 NE 1/4 of the NE
- (c) Section 21 SE 1/4 of the SW
- (d) Section 28 NW 1/4 of the NW, NE 1/4 of the NW
- (e) Section 22 SE 1/4 of the SW
- (f) Section 27 NW 1/4 of the NW

- 5.) Town of Yorkville Township 3 North, Range 21 East, Certified Survey Map Parcels

- (a) Section 31 NW 1/4 of the NW 1/4
 - 1) CSM 1355 Lots 1, 2 & 3

- 6.) Town of Mount Pleasant, Township 3 North, Range 22 East, Certified Survey Map Parcels

- (a) Section 30 NE 1/4 of the NW 1/4
 - 1) CSM 1085 Parcels 1 & 2

- 7.) Village of Union Grove, Township 3 North, Range 21 East, Subdivision Plats

- (a) Section 32 NE 1/4 of the NW 1/4
 - 1) 1st addition to Highview Subdivision
 - a) Lots 4, 5, 7, 8 - Block 6
 - b) Lots 1, 2 - Block 7
- (b) Section 32 SE 1/4 of NW 1/4
 - 1) Shuman Subdivision
 - a) Lots 2 & 3 - Block 1
 - b) Lots 2 & 3 - Block 2
- (c) Section 32 NW 1/4 of NE 1/4
 - 1) Chickville Subdivision
 - a) Lots 1, 2, 3, 4, 5, 6, 7 & 8 - Block 2

VOL 2355 PAGE 838

- VI. That private driveways, special crossings, and intersecting public highways as authorized by the Department as of the effective date of this Finding, Determination and Declaration and as appear in the records of the Department.
- VII. That this Finding, Determination and Declaration is hereby made and approved for the Department of Transportation by the Administrator on March 15, 1994 to be published on March 30, 1994 be recorded in the office of the Register of Deeds in Racine County; and that all "Authorizations for Access", "Notices of Non-Access", "Revocations of Authorizations for Access to or Across a Controlled-Access Highway", and other documents appertaining thereto, also be recorded in the office of the Register of Deeds.

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

for Mahesh G. Rao
Administrator
Frederic R. Ross

INFORMATIONAL NOTICE

Maps illustrating the location of the highway and areas of land fronting on the highway as described in the foregoing Finding, Determination and Declaration, will be subsequently on file and available for inspection and information of persons interested, in the offices of the Wisconsin Department of Transportation, 4802 Sheboygan Avenue, Madison, Wisconsin 53705; In its District Office at 141 NW Barstow Street, Waukesha, Wisconsin 53187, such maps are entitled "Map of Controlled-Access".

Project I.D. 1320-00-27
Controlled Access STH 11
Dover/Yorkville Town Line to STH 31
Racine County

2355 FILE 989

7/Yorkville

018-03-21-31-019-002

018-040

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VOL 2355 PAGE 044

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REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED.....

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VOL 2355 PAGE 935
948

REGISTER OF DEEDS

40.30

VOL 2355 PAGE 918

0261

Document Number

**AUTHORIZATION FOR ACCESS TO OR ACROSS
A CONTROLLED-ACCESS HIGHWAY**

Wisconsin Department of Transportation
ED1002 697

Pursuant to the provisions of s.84.25 Wisconsin Statutes, the Department of Transportation has established a section of STH 11 in Racine County, as a Controlled-Access Highway, designated as Controlled-Access Project 1320-00-27, effective on and after 3/30/1994; as the Document Number 1459321.

The Department of Transportation approves and consents to direct access between said highway and the lands of the owner(s) in the SE 1/4 of the SE 1/4 of SEC 23, T3N, R22E, and the SW 1/4 of the SW 1/4 of SEC 24, T3N, R22E, Village of Mt. Pleasant, Racine County,

by means of three Private Driveways located as follows: three private driveways located on the north side of STH 11.

The authorized access shall be located entirely within the limits of the above described property, subject to the terms and conditions as are set forth in the "APPLICATIONS/PERMIT TO CONSTRUCT ACCESS DRIVEWAY TO STATE HIGHWAY", required by Section 86.07(2), Wisconsin Statutes.

DOC # 19A3071

Recorded

JULY 15, 2004 AT 07:27AM

Mark Ladd

MARK LADD
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$13.00



This space is reserved for recording data

Return to

Wisconsin Department of Transportation
District 2
141 NW Barstow
Waukesha, WI 53187

Parcel Identification Number/Tax Key Number

151032223031060, 151032223032000,
151032224023000

THIS AUTHORIZATION, superseding any and all prior Notices of Authorizations, is issued to the following owner(s) of the above-described property, the heirs, successors and assigns.

Village of Mt. Pleasant

(Owner Name)

6126 Durand Avenue, Racine, WI 53406

(Address)

(Owner Name)

(Address)

Wisconsin Department of Transportation

Donna Brown

(For District Director Signature)

Donna Brown

(Print Name)

7-2-04

(Date)

State of Wisconsin

} ss.

Waukesha County

On the above date, this instrument was acknowledged before me by the named person(s).

Juanita Swenson

(Signature, Notary Public, State of Wisconsin)

Juanita Swenson

(Print or Type Name, Notary Public, State of Wisconsin)

11/25/2007

(Date Commission Expires)

VOL 2607 PAGE 449

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

97 JAN 29 PM 21 06

MARK A. LADD
REGISTER OF DEEDS

In Re: _____
Title to the Following: _____

That part of the Southeast 1/4 of Section 23, and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Begin at the Southeast corner of said Section 23; run thence West 475.85 feet along the south line of said Section 23; thence North 01°12'30" West 764.60 feet; thence East 475.85 feet to the East line of said Section 23; thence continue East 491.55 feet to the center of Green Bay Road; thence South 12°05' West 788.0 feet to the South line of said Section 24; thence North 88°49'30" West 310.5 feet to the point of beginning. Excepting therefrom lands conveyed in Warranty Deed dated April 24, 1985, and recorded in the office of the Register of Deeds for Racine County, Wisconsin, on May 21, 1985, in Volume 1753 of Records, at page 51, as Document No. 1169230 and Resolution dated September 14, 1970 and recorded in the office of the Register of Deeds for Racine County, Wisconsin, on April 22, 1971, in Volume 1083 of Records, at page 640, as Document No. 881293. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

AFFIDAVIT

Return to: William E. Dye
Box #370

Tax Key Nos. 51-008-03-22-23-032-000 and
51-008-03-22-24-023-000.

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

THOMAS MELZER, being first duly sworn on oath, deposes and says:

851 01-29

05031

1. That he is the Town Chairperson of the Town of Mt. Pleasant, Racine County, State of Wisconsin, and as such is authorized to give the following Affidavit.
2. That located upon the above-described premises there is the Mt. Pleasant Safety Building under which there has been determined to be an alleged contamination which is located in the Northwest Corner under such building; that approval has been given by the Wisconsin Department of Commerce for the close out of an environmental contamination case involving the property described herein on the condition that a notification of the existence of residual contamination on the property is recorded at the Office of the Register of Deeds in the county where the property described above is located.
3. That this Affidavit is being recorded for the purpose of notifying prospective purchasers and other interested parties that:


With time, the concentrations of contaminants will continue to diminish;

At this time the soil is not open to human exposure;

If a person is exposed to this soil through direct skin contact, ingestion or inhalation, there exists the possibility of carcinogenic effects.
4. That if work is ongoing in the subsurface environment at this property, appropriate precautions should be taken to minimize human exposure to this soil.


VOL PAGE
2607 451

Dated this 22nd day of January, 1997.


Thomas Melzer, Chairperson of the
Town of Mt. Pleasant.

Subscribed and sworn to before me

this 27th day of January, 1997.


Notary Public, Racine County, State of
Wisconsin: JOANN M. KOVAC

My commission is/expires: May 11, 1999

Drafted by:
William E. Dye, Esq.
1300 So. Green Bay Road
Racine, WI 53406
(414) 637-1260
Wisconsin State Bar #1006058

DOCUMENT # VOL PAGE
1569331 2611 300-802

REGISTER'S OFFICE
RACINE COUNTY, WI

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97 FEB 13 PM 2:12

MARK A. LADD
REGISTER OF DEEDS

In Re:
Title to the Following:

That part of the Southeast 1/4 of Section 23, and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Begin at the Southeast corner of said Section 23; run thence West 475.85 feet along the south line of said Section 23; thence North 01°12'30" West 764.60 feet; thence East 475.85 feet to the East line of said Section 23; thence continue East 491.55 feet to the center of Green Bay Road; thence South 12°05' West 788.0 feet to the South line of said Section 24; thence North 88°49'30" West 310.5 feet to the point of beginning. Excepting therefrom lands conveyed in Warranty Deed dated April 24, 1985, and recorded in the office of the Register of Deeds for Racine County, Wisconsin, on May 21, 1985, in Volume 1753 of Records, at page 51, as Document No. 1169230 and Resolution dated September 14, 1970 and recorded in the office of the Register of Deeds for Racine County, Wisconsin, on April 22, 1971, in Volume 1083 of Records, at page 640, as Document No. 881293. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

AFFIDAVIT

Tax Key Nos. 51-008-03-22-23-032-000 and
51-008-03-22-24-023-000.

STATE OF WISCONSIN)
COUNTY OF RACINE)
SS.

THOMAS MELZER, being first duly sworn on oath, deposes and says:

Return: William E Dye Box # 370


1. That he is the Town Chairperson of the Town of Mt. Pleasant, Racine County, State of Wisconsin, and as such is authorized to give the following Affidavit.
2. That located upon the above-described premises there is the Mt. Pleasant Safety Building under which there has been determined to be an alleged contamination which is located in the Northwest Corner under such building; that approval has been given by the Wisconsin Department of Commerce for the close out of an environmental contamination case involving the property described herein on the condition that a notification of the existence of residual contamination on the property is recorded at the Office of the Register of Deeds in the county where the property described above is located.
3. That this Affidavit is being recorded for the purpose of notifying prospective purchasers and other interested parties that:

With time, the concentrations of contaminants will continue to diminish;

At this time the soil is not open to human exposure;

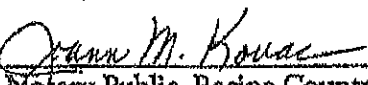
If a person is exposed to this soil through direct skin contact, ingestion or inhalation, there exists the possibility of carcinogenic effects.
4. That if work is ongoing in the subsurface environment at this property, appropriate precautions should be taken to minimize human exposure to this soil.

Dated this 27th day of January, 1997.


Thomas Melzer, Chairperson of the
Town of Mt. Pleasant.

Subscribed and sworn to before me

this 27th day of January, 1997.


Notary Public, Racine County, State of
Wisconsin.

My commission is/expires: May 11, 1997

Drafted by:
William E. Dye, Esq.
1300 So. Green Bay Road
Racine, WI 53406
(414) 637-1260
Wisconsin State Bar #1006058

DOCUMENT #

1696598

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

99 AUG -9 PM 2:07

MARK A. LADD
REGISTER OF DEEDS

Return to:
Racine City Attorney
730 Washington Av
Racine, WI 53403

WATER MAIN EASEMENT

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The TOWN OF MT. PLEASANT, a Wisconsin quasi-municipal corporation, owner of the below described property, hereby grants to the CITY OF RACINE, a municipal corporation, located in Racine County, Wisconsin (Grantee), AN EASEMENT in, on, over, and across the below described property to construct, install, repair and maintain public water mains. The property covered by this easement is described as follows:

Commencing at the Southwest corner of Section 24, Township 3 North, Range 22 East in the Town of Mount Pleasant, Racine County, Wisconsin; thence N 01°45'14" W, along the west line of the Southwest 1/4 of Section 24, 69.01 feet to the existing north right-of-way line of STH 11; thence N 89°25'49" E along said north line, 20.84 feet; thence N 86°53'45" E along said north line, 203.53 feet; thence N 49°04'57" E along said north line, 39.04 feet to the point of beginning; thence N 11°30'26" E, 423.64 feet; thence S 78°29'34" E, 10.00 feet to the existing west right-of-way line of STH 31; thence S 11°30'26" W along said west line, 410.64 feet to the southeast property corner of said owner, also being the existing north right-of-way line of said STH 11; thence S 49°04'57" W along said north line, 16.40 feet to the point of beginning.

008-

Part of tax # 03-22-23-032000

Commonly known as 6126 Durand Avenue

This easement is shown on the plat attached to this document, marked as Exhibit "A", and incorporated by reference. This easement further gives the above named Grantee, its officers, employees or agents, the right to go upon said land for the construction, maintenance and/or repairs of said water mains.

The Grantee will, as consideration for said easements, construct, lay and maintain said water mains wholly at its own expense and will at its own expense restore the property referred to in this agreement, together with any improvements

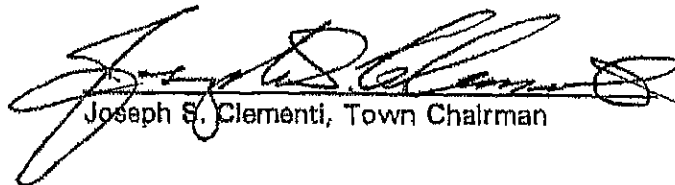
thereon to a condition at least equal to the condition of said area prior to the time of the commencement of any construction or repair by the City.

The Grantee will also indemnify and save harmless the Grantor from any loss, damage, liability or any obligation arising directly or indirectly as a result of the use of said land by the Grantee, subject to the limitations of §893.80, Wis. Stats.

This grant of easement shall run with the land and shall be binding upon the parties hereto and their heirs, successors, and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed this 6th day of August, 1999.


TOWN OF MT. PLEASANT


Joseph S. Clementi, Town Chairman

Name: 
Title: Town Administrator

STATE OF WISCONSIN)
RACINE) SS
~~WISCONSIN~~ COUNTY)

Personally came before me this 6th day of August, 1999, the above named JOSEPH S. CLEMENTI, to me known to be the person(s) who executed the foregoing instrument.


Notary Public, Racine County, WI
My commission: 5-6-01

Document drafted by:
Office of the City Attorney

City of

CONSENT AND SUBORDINATION OF ASSOCIATED COMMERCIAL MORTGAGE, INC.

MRED (31/11) Associates, A Wisconsin Limited Partnership has granted a mortgage on its parcel of land subject to this Perpetual Water Main Easement to Associated Commercial Mortgage, Inc.. Therefore, the undersigned Associated Commercial Mortgage, Inc. hereby executes this Perpetual Water Main Easement for the purpose of signifying its consent thereto and to signify its agreement to subordinate such mortgage to this Perpetual Water Main Easement.

ASSOCIATED COMMERCIAL MORTGAGE, INC.

By: Bruce R. Tate, Vice President

ACKNOWLEDGEMENT OF ASSOCIATED COMMERCIAL MORTGAGE, INC.

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

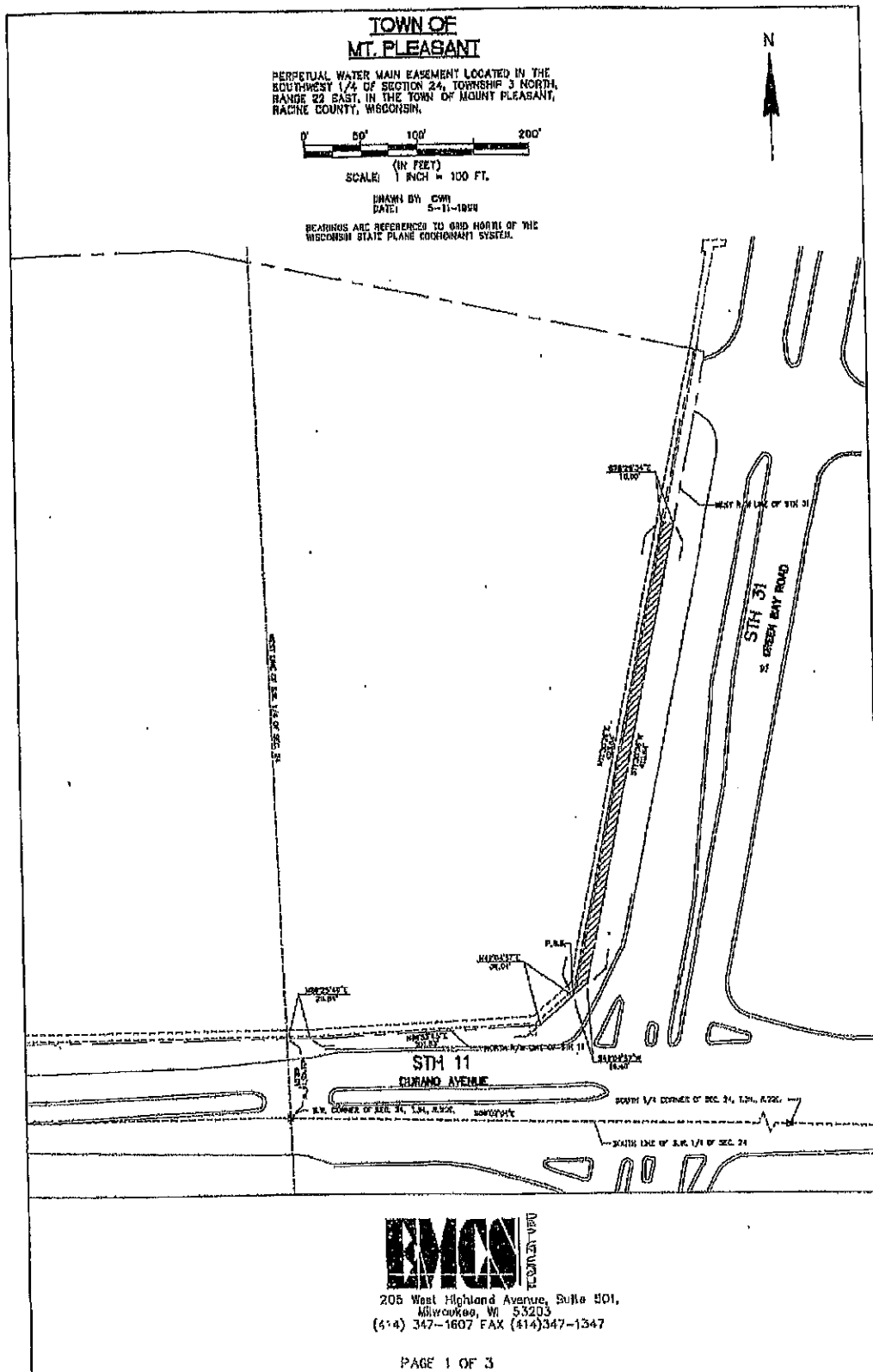
Waukesha

ss.

Personally came before me this 22 day of July, 1999, the above named Bruce R. Tate, to me known to be the vice president of Associated Commercial Mortgage, Inc., who executed the foregoing Consent for and on behalf of said Associated Commercial Mortgage, Inc..

Notary Public, State of Wisconsin
My Commission Expires: 2-28-2000





DOCUMENT # 2247477
RACINE COUNTY REGISTER OF DEEDS
April 14, 2010 4:45 PM

DEVELOPMENT AGREEMENT

Document Number

Agreement entered between GENCAP MT. PLEASANT, LLC ("Developer"), and the COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF MOUNT PLEASANT and the VILLAGE OF MOUNT PLEASANT, a municipal corporation located in Racine County, Wisconsin, their successors and assigns (the latter two collectively referred to as the "Village") regarding the property located at the northwest corner of Hwy 11 and Green Bay Road, with the attached legal description on Exhibit B.

James A. Ladwig

JAMES A. LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$101.00
Pages: 46


Recording Area

Name and Return Address

Christopher A. Geary
Hostak, Henzl & Biehler S.C.

101-

51-151-03-22-23-032-000
51-151-03-22-24-023-000
Parcel Identification Number (PIN)

ORIGINAL

DEVELOPMENT AGREEMENT

04/08/10

THIS AGREEMENT is made and entered into among GENCAP MT. PLEASANT, LLC ("Developer"), and the COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF MOUNT PLEASANT and the VILLAGE OF MOUNT PLEASANT, a municipal corporation located in Racine County, Wisconsin, their successors and assigns (the latter two collectively referred to as the "Village");

RECITALS:

A. An accepted Offer to Purchase and Amendment to Offer to Purchase exists between the Developer and Village with respect to the Village property located at the northwest corner of Hwy 11 and Green Bay Road. Attached as Exhibit A and incorporated herein by reference is a copy of the fully executed Offer to Purchase and Amendment ("Offer to Purchase").

B. Attached as Exhibit B and incorporated herein by reference is a full legal description of the Village's parcel, upon which will be developed a Pick 'N Save facility of at least 65,000 square feet and three commercial outlots, along with a possible fourth outlot if approved by the Village Plan Commission ("the Development"). Exhibit B also includes a copy of the Development's site plan.

C. On September 10, 2007, the Village established Tax Incremental District No. 2 ("the District"), the boundaries of which include the Development, and which District was subsequently approved by the Joint Review Board, and which will assist in financing project costs related to the installation of private and public improvements within the District as permitted by Section 66.1105, Wis. Stats.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. **Recitals and Defined Terms.**

(a) The above recitals are true and correct and are incorporated herein by reference.

(b) **Definitions.**

"Increment" shall mean that amount obtained by multiplying the total county, city, school and other local general property taxes levied on the Development in a year by the Development's Value Increment for that year.

"Value Increment" means the equalized value of the Development in any year.

2. **Conditions of Agreement.** This Agreement is conditioned upon

(a) Satisfaction or waiver of all contingencies identified in the Offer to Purchase.

3. **Village Obligations.** The Developer and Village have each determined and agree that the Developer's development would not occur unless the Village provided the assistance set forth in this Paragraph.

(a) Within 30 days of the closing of the sale of Development property from the Village to Developer, the Village (TID No. 2) shall reimburse the Developer for fees/expenses identified in the Offer to Purchase up to a maximum of \$50,000.

(b) The Village (TID No. 2) shall reimburse the Developer for planning and construction costs for road and related utility improvement with respect to Timber Drive, up to a maximum of \$30,000. Said payment shall be made within thirty (30) days of formal acceptance by the Village of the Timber

Drive improvements.

- (c) The Village (TID No. 2) shall fund \$100,000 payable to the Wisconsin Department of Transportation at the time of the reconstruction of the intersection for STH 11 / STH 31 based on the Traffic Impact Analysis (TIA) prepared by Traffic Analysis & Design, Inc. and approved by the Wisconsin Department of Transportation on March 24, 2010. Such reconstruction is scheduled for calendar year 2016.
- (d) The Developer shall fund all off-site transportation and utility improvements relating to STH 11 (Durand Ave) as outlined within the TIA.

4. **Construction Schedule and Responsibility for Costs.** The Developer shall commence design and construction of the Development as soon as reasonably possible. Except for the obligations of the Village, identified in Paragraph Three (3) above, and in the Offer to Purchase, the Developer shall be solely responsible for all costs of design and construction.

5. **Substantial Completion.** Subject to the force majeure provisions of Paragraph 27, the Developer shall achieve Substantial Completion of the Pick 'N Save building construction by December 31, 2012. "Substantial Completion" means that the work is sufficiently complete to enable the Developer or its tenants to legally occupy and utilize the building for its intended use.

6. **Minimum Value Increment.** The Developer expects a minimum Value Increment for the Development of \$9,000,000 by December 31, 2012, and the assistance provided by the Village in Paragraph three (3) above is conditioned upon the Development reaching that Value Increment.

Until such time as Tax Increment District No. 2 is terminated, Developer covenants and warrants (which covenant and warranty shall run with the land and bind future owners and occupants thereof) to refrain from contesting the assessed value of the land and building for the Pick 'N Save portion of the Development to the extent the assessment is less than \$9,000,000.

7. **Legal Action.** In addition to the provisions set forth in this Agreement, the Village and the Developer may take any and all other appropriate action at law or equity to enforce compliance with the provisions of this Agreement.

8. **Utilities and Site Grading.** The Developer is responsible for all costs associated with utilities located within the Development including, without limitation, the cost of underground installation of cables, including fiber optic cables, wires, pipes, laterals, etc. for electric, gas, telephone, and cable television services, if any, serving the Development. The Developer shall fully restore, at its expense, any Village right-of-way that has been disturbed due to its installation of utilities, lighting or landscaping.

9. **Construction Compliance.** The building and improvements to be constructed in the Development and their uses shall be in compliance with all applicable municipal zoning ordinances of the Village, and with any pertinent provision of the approved plans and specifications.

10. **Site Development Conditions.** The Developer shall comply with the February 12, 2010 conditions of the Plan Commission, a copy of which is attached as Exhibit C and incorporated herein by reference.

11. **Certified Survey Map.** Developer agrees to submit and obtain approval from the Village for a certified survey map ("CSM"), or a subdivision plat to the extent Developer plans to create a fourth outlot, in order to divide the land upon which the Pick 'N

Save building will be constructed, as well as to create the three or four commercial outlots. The CSM or plat shall be recorded by the Developer before occupancy of the building will be granted. A copy of the recorded CSM or plat shall be submitted to the Village, with a copy provided to the Village's attorneys.

12. **Developer Further Agrees.**

- (a) Pursuant to Section 2 of the Offer to Purchase, the Developer is to pay the Village \$150,000 for each of the Development's first three outlots, as and when each outlot is sold. If a fourth outlot is created as part of the Development, a fourth \$150,000 payment is not required, but the three \$150,000 payments that are required by this Agreement shall be made to the Village upon the first three sales of the Development's outlots, regardless of the order in which Outlots One through Four are sold. As security for such obligation, the Village may levy special assessments against one or more of the Development's outlots, but not against the lot upon which the Pick 'N Save facility is constructed, if (i) the Developer defaults on its obligations with respect to the sale of the outlots as discussed above, (ii) the Developer enters bankruptcy, receivership or any other assignment for the benefit of creditors, voluntarily or otherwise, (iii) the Development is foreclosed upon by any creditor, or (iv) the outlots have not been sold by January 1, 2016. The special assessment shall be payable in one installment, plus interest from each delinquent payment's due date at the cost to the Village for borrowing money to finance the unpaid amounts. Pursuant to Sec. 66.0703 of the Wisconsin Statutes, the Developer hereby waives any and all requirements of the Wisconsin Statutes which must be met prior to

the imposition of special assessments (including, but not limited to, the notice and hearing requirements) and agrees that the Village may levy the special assessments described in this paragraph. The Developer further waives any right to appeal from the special assessments.

- (b) At the Developer's expense, the on-site portion of the Development shall be timely staked including, without limitation, as reasonably necessary to determine property boundaries and building and utility locations, as may be required by the Village Engineer or his/her designee.
- (c) All on-site surface driveways, surface parking lots, lighting and landscaping are to be installed and maintained by the Developer, its successors and assigns, at its expense.
- (d) Upon written acceptance of all improvements by the Village, the Developer, at its expense, shall provide one complete set of as-built plans and profile sheets on reproducible mylar, one set of prints indicating actual constructed locations and elevations, and one set of electronic drawings and associated files compatible with a Geographic Information System (GIS) maintained by the Village, as to all improvements constructed by the Developer. The as-built plans shall be prepared by modification of the construction drawings to reflect as-built data for water mains, storm and wastewater collection systems, and all other relevant public improvements. Changes to base and other maps and official drawings not provided by the Developer's as-built drawings, but necessitated by actions of the Developer, shall be reimbursed to the Village by the Developer whether or not such items are enumerated in this Agreement.

- (e) Garbage collection services to the Development shall be provided by the Developer, or any successor or assignee, at its own expense. Garbage shall be contained on the Development in trash receptacles, the location and type of which must be approved by the Village and provided by the Developer. The Developer shall make arrangements to have the garbage collected privately.
- (f) If occupancy permits are requested for the building prior to the completion of the landscaping around the building, the Developer shall post an irrevocable letter of credit in an amount equal to 125% of the determined cost of said landscaping. The cost is to be determined by the Village Engineer. Before any occupancy permit is issued under this paragraph, the Village Engineer shall set a certain reasonable time by which the landscaping must be completed. If landscaping is not completed on time, the Village may have the work done and paid for with funds from the above-referenced security.
- (g) No other future structures, including but not limited to utility buildings shall be constructed or installed on any portion of the Development without Village Board approval.
- (h) All work or obligations to be performed by the Developer pursuant to the terms of this Agreement shall be done in accordance with all applicable local, state, and federal laws, rules and regulations.
- (i) The Developer shall be responsible for all costs associated with review and inspection of the Developer's private construction of public infrastructure by the Village Engineer.
- (j) Developer shall be liable and responsible for the proper maintenance of any

drainage easements, including detention or retention basins, if any are located on Developer's property. Such maintenance shall include the control of weed and algae growth. Such maintenance shall be carried out in conformity with applicable Village ordinances. In the event of any default in the obligations to properly repair damage caused during construction or to maintain the drainage easements, including any retention or detention basins, the Village may cause said maintenance to be provided and may charge the Developer or the subsequent owner. If not paid, the Village may cause all such costs, including any engineering, legal and administrative costs with respect to same, to be assessed against the Development, all as provided in Section 66.0627 and 66.0703, Wis. Stats. At such time as the Village creates any future regional storm water retention or detention pond that is accessible from the Development, which shall occur no later than September 1, 2011, the Village agrees that storm water from the Development shall be allowed to utilize such facility at no cost to Developer, provided that the volume and characteristics of such Development storm water comport with any environmental permit or other legal requirements to which such facility is subject, and provided that any costs of physically connecting the Development to such facility shall be borne by Developer. Village shall provide an easement benefiting the Development through Stuart-McBride Park for the conveyance of storm water from the Development to the regional retention or detention pond. Developer shall not be responsible for any costs relating to the construction of the regional retention or detention pond itself.

- (k) The Developer shall submit a landscaping plan for approval by the Village Board.
- (l) The Developer is responsible for all costs associated with providing service to the Development with municipal water and sewer, including REC fees payable to the City of Racine Water and Wastewater Utility.

13. Impact Fees. The Developer agrees to pay impact fees at the time of the issuance of building permit in such amounts as are then in effect. Attached as Exhibit D, and incorporated herein by reference, are the estimated impact fees applicable to this Development. The Village agrees that, upon execution of the Agreement, the rates of those fees over which the Village has control, including impact fees and permit fees, but specifically excluding water (REC) and sewer fees charged by the City of Racine, shall not be increased with respect to the Development. The Village further agrees that no new categories of Village-imposed fees will be imposed with respect to the Development.

14. Drain Tile. Any drain tile or other drainage structure or appurtenance damaged during construction shall be repaired and restored to its condition prior to such construction, replaced, or rerouted if necessary, in the reasonable opinion of the Village Engineer. Any drain tile that is repaired, restored, replaced, or rerouted shall require written confirmation by the Village Engineer to the Village Board that such work was completed in an acceptable manner.

15. Construction Trailer. The type of trailer and its location must be approved by the Village Plan Commission.

16. **Insurance Requirements.**

(a) **General.** The Developer shall obtain or require its contractors ("Contractors") to obtain insurance reasonably acceptable to the Village as required under this section which shall name the Village, its agents, consultants, officers and employees, as an additional insured or loss payee as the Village shall direct. The Developer or Contractors shall maintain all required insurance under this section until the Village has accepted dedication of the public improvements required to be installed by the Developer under this Agreement, if any, and until such time as Developer completes all work that is required to be completed in any public right of way. The Developer is responsible for providing a Certificate of Insurance to the Village Clerk prior to the commencement of any construction.

(b) **Certificates of Insurance.** Where the Village does not specify other limits for liability insurance, the minimum limits of liability shall be as follows:

Worker's Compensation	Statutory Limits
Commercial Automobile Liability	\$3,000,000.00 per Accident for Bodily Injury and Property Damage Liability Combined.
Commercial General Liability	\$3,000,000.00 per Occurrence, \$3,000,000.00 Aggregate for Bodily Injury and Property Damage Liability Combined.

The Developer or Contractors may furnish the above coverage through the use of primary liability policies or in combination with an umbrella policy.

(c) **Owner's Protective Liability (Independent Contractor Insurance).**

The liability limits shall be the same as those of the Commercial General Liability Policy.

Insurance required under this Agreement shall be carried with an insurer authorized to do business in Wisconsin by the Wisconsin Office of the Commissioner of Insurance and having a rating by A.M. Best Co. of at least A-VIII.

17. Laws To Be Observed. The Developer shall at all times observe and comply with all federal, state and local laws, regulations and ordinances (collectively, the "Laws") which are in effect or which may be placed in effect and impact the conduct of the work to be accomplished under this Agreement (the "Work"). The Developer shall procure all permits and licenses and pay all charges and fees and give all notices necessary and incident to the lawful prosecution of the Work to be completed under this Agreement. The Village agrees that, with respect to all approvals relative to the Agreement and to the Development generally, it shall act reasonably.

18. Public Protection and Safety. The Developer shall be responsible for all damage, bodily injury or death arising out of the Work whether from maintaining an "attractive nuisance" or otherwise, except as caused by the negligence or willful misconduct of the Village or any of its agents, contractors, consultants, officers or employees. Where apparent or potential hazards actually known by the Developer occur incident to the conduct of the Work, the Developer shall provide reasonable safeguards.

19. Survey Monuments. The Developer shall exercise all reasonable efforts to assure that all survey or other monuments required by statute or ordinance will be properly placed and installed. Any monuments disturbed during construction of improvements shall be restored by the Developer.

20. Personal Liability of Public Officials. In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there

shall be no personal liability of the Village officers, agents or employees, it being understood and agreed that in such matters they act as agents and representatives of the Village.

21. **Indemnification/Hold Harmless Agreement.** The Developer hereby expressly agrees to indemnify and hold the Village and its agents, consultants, officers and employees harmless from and against all claims, judgments, damages, penalties, fines, costs or loss (including reasonable fees for attorneys and consultants) and liability of every kind and nature, for injury (including death) or damage received or sustained by any person or entity in connection with, or on account of violation of the Laws or the performance of Work at or for the development site pursuant to this Agreement, except to the extent any such claims, judgments, damages, penalties, fines, costs or liability arises by virtue of the negligence or willful misconduct of the Village or any of its agents, consultants, officers or employees. The Developer further agrees to aid and defend the Village or its agents, consultants, officers and employees (at no cost to the Village or its agents, consultants, officers and employees) in the event they are named as a defendant in an action concerning violation of the Laws or the performance of Work by the Developer pursuant to this Agreement except where such suit is brought by the Developer. The Developer is not an agent or employee of the Village.

22. **Indemnification for Environmental Contamination.** Developer specifically acknowledges and agrees that it is acquiring the Development property on an "as is/where is" basis with all faults known and unknown. Developer releases the Village (and its officers and employees) from any future responsibility respecting the Development property.

23. **Erosion Control.** During the course of the development of the Development, the Developer shall be responsible to ensure that reasonable steps are taken to prevent erosion from

lands within the Development and the siltation therefrom being carried into street rights-of-way, street side ditches, drainage ditches, easements, culverts, drains, waterways, lakes and streams. To prevent such erosion and siltation the Developer shall conform to the practices as set forth in the Village Code of Ordinances and the "Wisconsin Department of Natural Resources Construction Site Erosion and Sediment Control Technical Standards (1000 1070)," promulgated by the Department of Natural Resources, as modified from time to time. In the event of any such erosion or siltation, the Developer shall be responsible for removing all such siltation from and restoring all such rights-of-way, ditches, easements, culverts, drains, waterways, lakes and streams. All such compliance and work hereunder shall be done without cost to the Village. The Developer shall be responsible for ensuring that its contractors utilize construction means and methods that minimize, to the extent possible, nuisance-type impacts to the surrounding landowners. Prior to the start of construction, the Developer shall submit to the Village Engineer for approval, a written plan addressing such things as work hours, work days, dust control, construction debris on highways, etc.

24. **Developer's Default.** In the event the Developer fails to timely perform any one or more of its obligations under this Agreement (a "Developer Default"), the Village shall promptly provide written notice to the Developer to the extent known by the Village of the action or omission constituting the basis for the Developer's Default. The notice set forth in the preceding section shall provide the Developer at least thirty (30) days from the date of the notice to cure any payment default and at least forty-five (45) days to cure any other default not related to payment obligations. However, the forty-five (45) day period may be extended to the period of time reasonably necessary to cure the default if the Developer promptly commences activities to cure the default and in good faith diligently pursues such activities to fully cure the

default, but in no event shall the period of time to cure the default exceed one-hundred and twenty (120) days from the date of the Village's notice.

In the event a Village Default is not fully and timely cured by the Village, the Developer shall have all of the rights and remedies available at law and in equity.

25. Village Default. In the event the Village fails to timely perform any one or more of its obligations under this Agreement (a "Village Default"), the Developer shall promptly provide written notice to the Village to the extent known by the Developer of the action or omission constituting the basis for the Village Default.

The notice set forth in the preceding section shall provide the Village at least thirty (30) days from the date of the notice to cure any payment default and at least forty-five (45) days to cure any other default not related to payment obligations. However, the forty-five (45) day period may be extended to the period of time reasonably necessary to cure the default if the Village promptly commences activities to cure the default and in good faith diligently pursues such activities to fully cure the default, but in no event shall the period of time to cure the default exceed one-hundred and twenty (120) days from the date of the Developer's notice.

In the event a Village Default is not fully and timely cured by the Village, the Developer shall have all of the rights and remedies available at law and in equity.

26. Special Assessments. The Development property is not currently subject to any special assessments.

27. Force Majeure. In the event that the Developer or Village shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, fire, earth

quake, flood, terrorism, war, acts of God, or other reason beyond the Developer's or Village's reasonable control, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, prevention or stoppage.

28. Successors and Assignment. This Agreement is binding upon and enforceable against the Parties' respective successors and assigns. Developer shall be released from its obligations under this Agreement only after notice of such assignment is provided to the Village.

29. Agreement Runs with the Land. This Agreement shall be binding upon the Developer, and its successors in title or assigns, and the provisions hereof shall be covenants running with the land and shall be binding upon the present owners and all subsequent owners of the Development or any portion thereof.

30. Taxability. During the life of Tax Incremental Finance District No. 2, the Developer shall not sell, transfer, convey or use the Development in any manner that would render it exempt from the imposition of general property taxes under the statutes of the State of Wisconsin, except where taken in whole or in part by the exercise of eminent domain under federal or state statutes, laws and regulations. Developer agrees that in the event the Development were deemed to be tax exempt, it shall make payments in lieu of taxes to the Village in an amount equivalent to the amount of tax that would have been collected on the assessed value of the Development.

31. Binding Effect. The Developer warrants that it will be the owner of the Development upon the closing of the Development property's sale and that it has full right and authority to make this Agreement. This Agreement and the grants, consents and waivers

contained herein shall run with the land and be shall be binding upon the Developer and its successors and assigns including, without limitation, all individual owners of parcels created by the Development, if any.

32. Notices. All notices permitted or required by this Agreement shall be given in writing and shall be considered given upon receipt if hand-delivered to the party or person intended or a successor designated by a party to this Agreement, or upon facsimile transmission to the fax numbers set forth herein or a successor number or numbers designated by the party, or one business day after deposit with a nationally recognized overnight commercial courier service, air bill prepaid, or forty-eight (48) hours after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows, or a successor party or address, or both. Additionally, notice under this Agreement may be delivered via electronic mail to the email addresses below, or at such other email addresses as the parties may subsequently supply, provided, however, that such electronic mail notice shall be effective only when coupled, within 5 days, with a mailed or faxed notice.

To The Developer:	GenCap Mt. Pleasant, LLC c/o Michael Weiss 6938 N. Santa Monica Blvd. Milwaukee, WI 53217 (414) 228-3700 (fax) michael@generalcapitalgroup.com
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To the Village:	Village of Mount Pleasant 6126 Durand Avenue Mt. Pleasant, WI 53182 Attn: Village Clerk/Treasurer Fax: (262) 554-8660 mandreasen@mtpleasantwi.gov
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33. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall be binding on all parties.

34. Time is of the Essence. Time is of the essence as to all dates and deadlines in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the day and year set forth below.

GENCAP MT. PLEASANT, LLC



Michael Weiss, Member/Manager

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

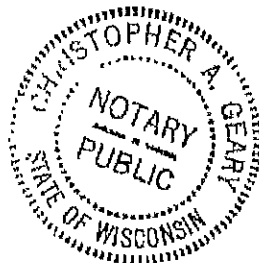
Personally came before me this 12 day of April, 2010, Michael Weiss and _____, President and _____ of GenCap Mt. Pleasant, LLC, to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said GenCap Mt. Pleasant, LLC.



Notary Public, Racine County, WI

Print Name: CHRISTOPHER GEARY

My Commission: 12 MONTHS



VILLAGE OF MOUNT PLEASANT
COMMUNITY DEVELOPMENT AUTHORITY

By: _____

Robin Gerard
Robin Gerard
Chairperson

Attest: _____

James Henke
James Henke
Executive Director

STATE OF WISCONSIN)
) SS;
COUNTY OF RACINE)

Personally came before me this 12 day of April, 2010, the above-named Robin Gerard and James Henke, Chairperson and Executive Director, respectively of the Village of Mount Pleasant Community Development Authority, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Juliet M. Edmonds

Notary Public, Racine County, WI

Print Name: JULIET EDMONDS

My Commission: expires 12-9-12

VILLAGE OF MOUNT PLEASANT

By: Carolyn A. Milkie
Carolyn A. Milkie
Village President

Attest: Juliet M. Edmonds
Juliet M. Edmonds
Village Clerk/Treasurer

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this 12 day of April, 2010, the above-named Carolyn A. Milkie and Juliet M. Edmonds, Village President and Village Clerk/Treasurer, respectively of the Village of Mount Pleasant to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Robert E. Pucely
Notary Public, Racine County, WI

Print Name: Robert E. Pucely

My Commission: 1/13/2013

3749.012 (04/08/10) Development Agreement)

List of Exhibits:

- Exhibit A -- Executed Offer to Purchase
- Exhibit B - Legal Description of Village Parcel and Development Site Plan
- Exhibit C - February 12, 2010 Conditions of the Plan Commission
- Exhibit D -- Estimated Impact Fees.

OFFER TO PURCHASE

The undersigned, General Capital Acquisitions, LLC, and/or its assignee ("Buyer"), hereby offers to purchase from the Village of Mt. Pleasant, Wisconsin ("Seller"), the property described in Section 1, subject to the terms and conditions set forth herein ("Offer").

1. Property. The total assets to be purchased by Buyer and sold by Seller ("Property") shall consist of the property at the northwest corner of Hwy 11 and Green Bay Road (approximately 11.26 acres), in Mt. Pleasant, Wisconsin, as further identified or legally described on Exhibit A attached hereto, together with each and every street, alley, access-way, right-of-way, easement and privilege appurtenant thereto.

2. Purchase Price. The purchase price ("Purchase Price") for the Property shall be Three Million Six Hundred Thousand Dollars (\$3,600,000) payable at closing, subject to pro-rations, deferrals and credits as provided in this Offer, by delivery of a certified or cashier's check or by wire transfer. Within five (5) days from the date of acceptance of this Offer, Buyer shall deposit with the Title Company (defined below) the sum of Fifty Thousand Dollars (\$50,000) ("Earnest Money"), which shall be disbursed in accordance with this Offer, or credited towards the Purchase Price at closing. Additionally, Buyer shall pay Seller One Hundred Fifty Thousand Dollars (\$150,000) for each outlot ("Outlot" defined as shown on Exhibit A), as and when each Outlot is sold. Further details concerning payments to the Seller respecting the Outlots will be detailed in the development agreement for the overall project.

3. Contingencies.

Buyer's obligations to conclude this transaction are contingent upon the following:

Survey. Buyer obtaining from Seller, at Seller's expense, within thirty (30) days of full execution of this Offer to Purchase, an updated ALTA survey (with full topography) of the Property in form and substance satisfactory to Buyer, prepared by National Survey & Engineering and certified to Buyer and such others as Buyer may reasonably request, which survey shall show all exceptions noted on the title insurance commitment called for in Section 4 and which shall be sufficient to delete all standard survey exceptions from the commitment.

Zoning & Municipal Approvals. Buyer becoming comfortable in its sole discretion that Buyer's proposed project ("Buyer's Use") has been fully approved by all relevant governmental authorities, including but not limited to the Village of Mt. Pleasant, WisDOT, WDNR, and other regional and State entities.

Environmental and Geotechnical. Buyer obtaining written reports from consultant of Buyer's choice allowing Buyer to be satisfied in its sole discretion with the environmental and geotechnical condition of the Property.

Exhibit A

Title Review & Insurance. Buyer determining in its sole discretion that any easements, restrictive covenants, restrictions, land use regulations or other encumbrances affecting the Property will not adversely affect or restrict Buyer's Use. Also, Buyer determining that the survey, title insurance and commitment called for in Sections 3.1.1 above and 4 below are acceptable in Buyer's sole discretion. If Buyer finds survey and/or title defects/issues it shall notify Seller and give Seller an opportunity to cure such matters.

Inspection. Buyer obtaining at its expense, an inspection report and other information deemed appropriate by Buyer, from an inspector of Buyer's choice, which indicate to the sole satisfaction of Buyer that there are no material defects or deficiencies respecting the Property which would adversely affect Buyer's Use.

Leases. 1) Buyer becoming satisfied, in its sole discretion, that no existing leases, easements, rights or restrictions encumber the Property. 2) Buyer entering into a new lease, acceptable in Buyer's sole discretion, with Roundy's Supermarkets, Inc. ("Roundy's").

Tax Increment District #2. The parties have a mutual expectation that the completed project will be assessed at no less than \$12 million as of completion (January 1, 2012). Buyer agrees to seek an agreement/covenant from Roundy's that it will not challenge any tax assessment less than \$10 million respecting its store. Likewise Buyer will not challenge the transfer of any TID funds to the new Village campus wherever located.

Feasibility and Financing. 1) Buyer becoming satisfied, in its sole discretion, that Buyer's Use is economically feasible. 2) Buyer obtaining financing for Buyer's Use acceptable to Buyer in its sole discretion.

Contingency Period. If Buyer does not notify Seller within one-hundred fifty (150) days of the date of Seller's acceptance of this Offer that the contingencies set forth above have been satisfied or waived by Buyer, this Offer shall automatically terminate, all Earnest Money shall be returned to Buyer, and the parties shall have no further liability to one another. Buyer and Seller agree that Buyer shall not be required to attempt to satisfy all the contingencies or to do so simultaneously, but may instead attempt satisfaction of the contingencies in any sequential order established by Buyer. If at any point Buyer, prior to the expiration of the Contingency Period, in good faith concludes it will not be able to complete the transaction, it will promptly give Seller written notice thereof and terminate this Offer. Buyer agrees that the Earnest Money shall become non-refundable (but remain applicable to the Purchase Price) if/when Buyer clears all contingencies set forth above. Buyer may extend the initial contingency period for an additional sixty (60) days via written notice to Seller delivered prior to the end of the original one-hundred fifty (150) days. If Buyer elects to extend the contingency period, half of the original Fifty Thousand Dollars (\$50,000) of Earnest Money shall become non-refundable (but remain applicable to the Purchase Price) and the other half shall remain refundable unless and until Buyer clears all of its contingencies. Within five

(5) days of Buyer clearing all of its contingencies, it shall deposit with the Title Company an additional One Hundred Fifty Thousand Dollars (\$150,000), such that the non-refundable Earnest Money shall then total Two Hundred Thousand Dollars (\$200,000).

4. Title Insurance. Seller shall, promptly following acceptance of this Offer, obtain and deliver to Buyer a commitment from Chicago Title Insurance Company ("Title Company") to issue an owner's policy of title insurance in the amount of the Purchase Price, naming Buyer as the insured. Seller shall require the title commitment to obligate the title company to issue a policy that will guarantee Buyer's title to be in the condition required under Section 7 (without standard exceptions) as of the Closing Date.

5. Document Production. Seller shall, within five (5) days of acceptance of this Offer, provide Buyer with copies of and/or full access to all documents and knowledgeable staff, including but not limited to, plans, specifications, reports, environmental information, surveys, title, correspondence, etc. pertaining to the Property.

6. Access and Cooperation. Buyer and its designees, at any time after acceptance of this Offer, shall have the right to enter the Property to conduct inspections, studies and investigations of the Property, including the right to take and remove reasonable test samples. Seller shall cooperate with Buyer in Buyer's exercise of its rights hereunder. Buyer shall, with respect to work performed by or on behalf of Buyer, indemnify Seller against any and all expenses, liability or damage arising out of (i) any mechanics liens filed against the Property; or (ii) the negligent or malicious acts of Buyer or its agents.

7. Condition of Title. Seller shall, at closing, convey fee simple title in the Property to Buyer by good and sufficient warranty deed, free and clear of all liens and encumbrances except municipal and zoning ordinances, recorded building and use restrictions and covenants (provided Buyer's Use is not prevented), recorded easements for public utilities serving the Property and located adjacent to side and rear lot lines and general real estate taxes levied in the year of closing.

8. Termination of Agreement.

This Offer and the transactions contemplated hereby may be terminated by mutual consent of the parties, in which case the Earnest Money shall be returned to Buyer and the parties shall be relieved of all liability to one another.

This Offer shall automatically terminate if Buyer has not delivered written notice to Seller that it has satisfied, waived the contingencies provided for in Section 3 within the timeframes therein. The Earnest Money shall be returned to Buyer and the parties shall be relieved of all liability to one another.

If all of the contingencies provided in Section 3 are satisfied or waived and Buyer thereafter fails to complete the closing as provided in this Offer, Seller shall be entitled to the Earnest Money and to any other remedies available at law or in equity, including specific performance. If Seller commits a material breach of this Offer, Buyer shall be entitled to the prompt return of the Earnest Money, to reimbursement of Buyer's

Costs, including interest paid thereon, and to any other remedies available at law or in equity, including specific performance.

9. Binding Contract. Seller and Buyer hereby acknowledge and agree that they intend this Offer to be a binding and enforceable agreement, subject to the terms and conditions set forth herein, and each party hereby waives any right to hereafter challenge the enforceability of this Offer on the basis that the contingencies set forth in Section 3 hereof are at the discretion of Buyer or Seller.

10. Closing and Seller Post Closing Occupancy. This transaction is to be closed at the offices of the Title Company on the first business day which is more than thirty (30) days after the Seller's receipt of written notice from the Buyer waiving or acknowledging satisfaction or waiver of each of the contingencies described in Section 3 above, or at such other time as may be agreed to by Buyer and Seller ("Closing Date"). Seller may continue to occupy the Property until a date which is the later of (i) February 28, 2011, or (ii) one year from the date Buyer serves written notice to Seller that it has cleared or waived all of its contingencies as set forth in Section 3 hereof. In consideration of Seller's need for continued occupancy, and notwithstanding the first sentence of this Section 10, Buyer may elect to defer the closing until a date not later than December 1, 2010. Seller may occupy the Property rent free during the post-closing portion of the one year period described above, but shall be fully responsible for any and all costs associated with Seller's occupancy, including but not limited to insurance, landscaping, maintenance, utilities, snowplowing and real estate taxes. Seller shall vacate the Property fully cleared of Seller's personal property such that Buyer does not incur additional demolition costs.

11. Prorations. The following income and expenses shall be calculated by Buyer and Seller and prorated as follows:

All expenses for utilities, maintenance contracts and other operating items related to the Property shall be pro-rated as of the Closing Date.

At the closing, Seller shall pay for the Title Commitment and any Transfer Taxes for the transaction.

12. Notices. Any notice or election required or permitted to be given or served hereunder shall be in writing and be delivered either in person or sent by (i) United States certified or registered mail, postage prepaid, return receipt requested; (ii) bonded courier service; or (iii) telecopy transmission or (vi) email to the address, telecopy number or email address designated below the signature of the party. Any such notice, if mailed as provided herein, shall be deemed to have been mailed, rendered, given or served on the date mailed and shall be deemed to have been received on the expiration of two business days after mailing (via United States certified or registered mail, postage prepaid, return receipt requested). Any notice or communication personally delivered or delivered via telecopy or email shall be deemed to have been given or served upon the party to whom delivered immediately upon delivery thereof.

13. Brokerage Commissions. Seller and Buyer represent and warrant to the other that neither of them has dealt with any agent, broker, finder or other person in connection with the transaction contemplated by this Offer other than Ray Lefler and CB Richard Ellis ("Brokers").

The Seller shall be responsible for payment of the Broker's pursuant to a separate co-brokerage agreement.

14. Miscellaneous.

This Offer shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

Seller agrees to pay \$50,000 toward fees/expenses required of Buyer in connection with the development of the project (including but not limited to municipal building and demolition permits, impact charges, REC fees, hook-up fees, etc.).

Buyer and Seller shall work together in good faith to minimize their mutual costs and maximize coordination respecting planned improvements to Highway 11.

Buyer and Seller shall enter into a mutually acceptable agreement respecting stormwater wherein Buyer shall be allowed perpetual use of Seller's offsite regional stormwater facilities.

Buyer specifically acknowledges and agrees that it is acquiring the Property on an "as is, where is" basis with all faults known and unknown. Buyer releases Seller (and its officers and employees) from any future responsibility respecting the Property. This clause shall survive the Closing.

On the Closing Date, or thereafter if necessary, each party shall, without cost or expense to the other party, obtain and deliver to or cause to be executed and delivered to the other party, such further instruments of transfer and conveyance as may reasonably be requested, and take such other action as a party may reasonably require to carry out more effectively the transactions contemplated herein.

This Offer may be signed in counterparts, each of which upon execution and delivery as prescribed, shall be deemed an original for all purposes.

This Offer shall be null and void unless an original hereof signed and accepted by Seller is returned to Buyer, at the address set forth above for notices, on or before 3:00 p.m. CST on 9 - 4, 2009.

This Offer shall be governed and construed in accordance with the laws of the State of Wisconsin and enforced in courts having venue within the State of Wisconsin.

Seller shall not market, solicit, negotiate or otherwise engage with other potential buyer(s) while this Offer is effective. IN WITNESS WHEREOF, the Buyer has signed this Offer to be executed this 3 day of Sept, 2009.

BUYER:

General Capital Acquisitions, LLC

By: 

Accepted this 1st day of September, 2009.

SELLER:

Village of Mt. Pleasant

By: 

Buyer:
Address for notice purposes:
c/o Michael Weiss,
General Capital
6938 N. Santa Monica
Fox Point, WI 53217
Fax No. 414 228 3700
michael@generalcapitalgroup.com

Seller:
Address for notice purposes:

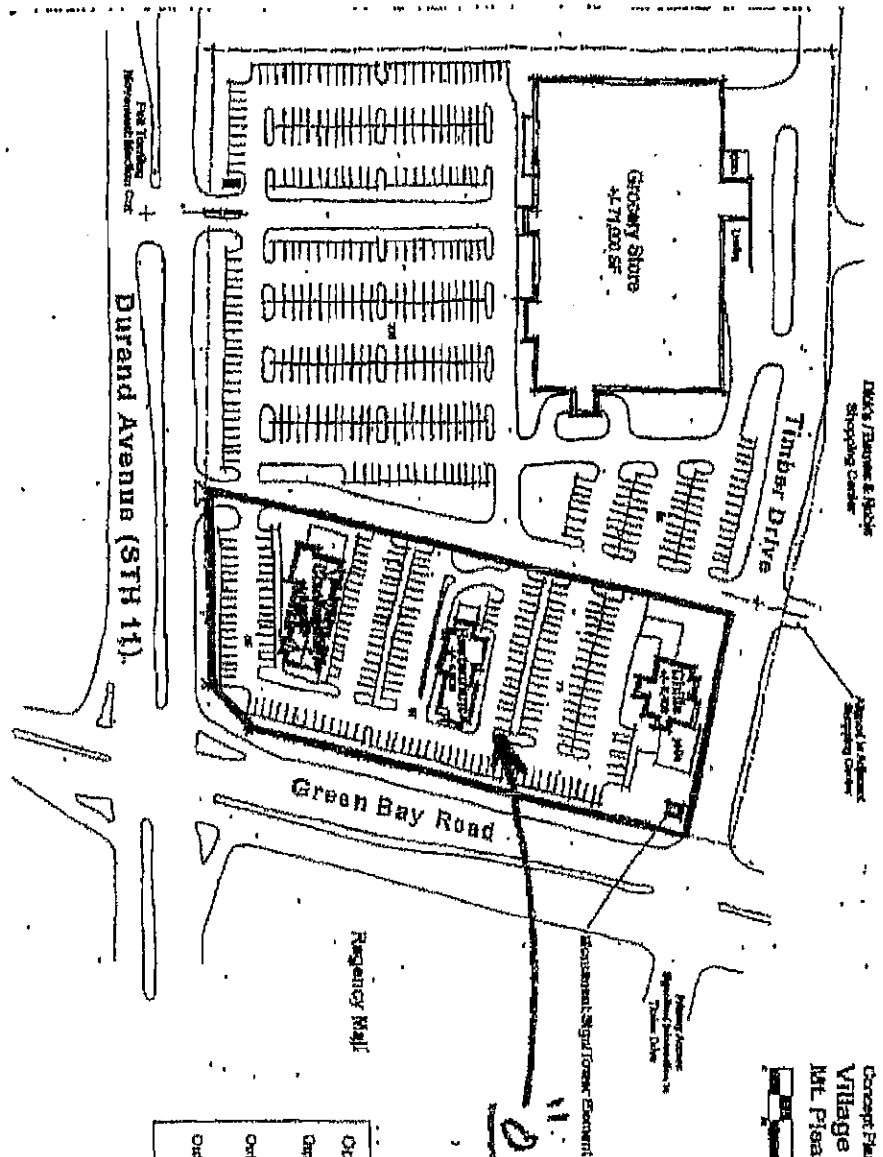
SEE ATTACHED

Fax No. _____

Addresses for Notice Purposes for Seller:

- 1) Mr. Mike Andreasen
Village of Mt. Pleasant
6126 Durand Avenue
Racine, WI 53406
Phone: (262) 554-8750
Fax: (262) 554-6785
E-Mail: Mandreasen@mtpleasantwi.gov
- 2) Atty. John G. Shannon
Dye, Foley, Krohn & Shannon, SC
1300 S. Green Bay Road, Ste. #104
Racine, WI 53406
Phone: (262) 637-1260
Fax: (262) 637-1460
E-Mail: jgs@dfks-law.com
- 3) Mr. Raymond C. Leffler
RE/MAX Newport Realty
6949 Mariner Drive
Racine, WI 53406
Phone: (262) 898-7777
Fax: (262) 898-1341
E-Mail: rayleffler@hotmail.com
Mobile: (262) 497-0017

Property = ——— line



Concept Plan
Village of Mt. Pleasant Site
Mt. Pleasant, WI

Outfit Information	
Outfit 1	44,700 SF 47,132 sqm
Outfit 2	43,230 SF 41,085 sqm
Outfit 3	51,900 SF 47,119 sqm

EARNEST MONEY ESCROW AGREEMENT

THIS EARNEST MONEY ESCROW AGREEMENT ("Escrow Agreement") made and entered into this day of September, 2009, is among Village of Mt. Pleasant, Racine County, Wisconsin ("Seller"), General Capital Acquisitions, LLC ("Purchaser"), and CHICAGO TITLE INSURANCE COMPANY ("Escrowee"). This Escrow Agreement is executed pursuant to the terms of a certain Agreement to Purchase and Sale (the "Purchase Agreement") between Seller and Purchaser pertaining to the sale and purchase of certain real property and improvements located at 6126 Durand Avenue, Racine, Wisconsin (the "Property").

The parties hereto hereby agree as follows:

1. Purchaser shall deposit with Escrowee, pursuant to the terms of the Purchase Agreement and in conjunction with the execution of this Escrow Agreement, the sum of \$ 50,000.00 (together with all interest earned thereon is referred to herein as the "Earnest Money"). If at any time additional funds (the "Additional Sum") is deposited with Escrowee pursuant to the Purchase Agreement, such Additional Sum shall become a part of the Earnest Money and be subject to all the terms and conditions of this Escrow Agreement.
2. Except as set forth in Paragraph 7 or Paragraph 8 below, the Earnest Money deposited herein shall be disbursed by Escrowee only pursuant to a joint written direction executed by Seller and Purchaser or their respective legal representatives.
3. The Earnest Money deposited from time to time shall be invested as agreed in writing by Purchaser and Seller with a copy to Escrowee.
4. Except for deposits of funds for which Escrowee has received express written direction concerning investment or other handling, the parties hereto agree that the Escrowee shall be under no duty to invest or reinvest any deposits at any time held by Escrowee pursuant to this Escrow Agreement. Such funds will not earn interest unless the instructions otherwise specifically state that funds shall be deposited in an interest-bearing account.

If the parties to this escrow do not instruct Escrow Holder to deposit the funds into an interest bearing account, then all funds received in this escrow shall be deposited with other escrow funds in Escrow Holder's general escrow account.

The parties to this escrow acknowledge that the maintenance of such general escrow accounts with some depository institutions may result in Escrow Holder or its affiliates being provided with an array of bank services.

accommodations or other benefits by the depository institution. Escrow holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations and other benefits shall accrue to Escrow Holder or its affiliates. Escrow Holder or its affiliates shall have no obligation to account to the parties to this escrow for the value of such services, accommodations or other benefits.

5. Seller and Purchaser shall indemnify and hold harmless Escrowee with respect to all costs and expenses incurred by Escrowee including reasonable attorneys' fees by reason of Escrowee being a party to this Escrow Agreement, except any such costs and expenses (a) incurred by Escrowee as a result of any failure by Escrowee to perform its obligations under this Escrow Agreement or (b) arising out of the gross negligence or willful misconduct of Escrowee.
6. At the closing of the transaction contemplated by the Purchase Agreement, the Earnest Money shall be paid to Seller and credited against the cash portion of the Purchase Price (as defined in the Purchase Agreement).
7. In the event of any disagreement between Seller and Purchaser or among them and any other person resulting in adverse claims and demands being made in connection with, or for, any Earnest Money held pursuant to the terms of this Escrow Agreement, Escrowee shall refuse to comply with the claims or demands as long as such disagreement shall continue, and in so refusing, Escrowee shall not deliver or disburse the Earnest Money, and shall not be liable in any way to any person for its failure or refusal to comply with conflicting or adverse demands. Escrowee shall be entitled to continue to refrain from acting and refusing to act until it receives authorization as follows:
 - (a) authorization executed by all parties to the disagreement; or
 - (b) a certified or file-stamped copy of a court order resolving the disagreement or directing a specific distribution of all or any portion of the Earnest Money

Upon receipt of any of the above, Escrowee shall promptly act according to its terms, and shall be relieved from any duty, responsibility, or liability arising from the adverse claims, demands, or from the terms of this Escrow Agreement.

8. In the event of any disagreement between Seller and Purchaser or among them and any other person resulting in adverse claims and demands being made in connection with the Earnest Money, Escrowee may commence an interpleader action and deposit the Earnest Money with a court of competent jurisdiction

and in such event shall be relieved of any and all further liability to Purchaser and Seller. Purchaser and Seller shall jointly reimburse Escrowee for any and all expense, including reasonable attorneys' fees and other costs and expenses, incurred by Escrowee relating to the commencement of an interpleader action.

9. Upon Completion of the disbursement of the Earnest Money, Escrowee shall be released and discharged of its escrow obligations under this Escrow Agreement.

10. In the event of any conflict between this Escrow Agreement and the Purchase Agreement, as between Seller and Purchaser, the Purchase Agreement shall govern; however, Escrowee shall be entitled at all times to rely solely on and act in accordance with the provisions of this Escrow Agreement.

11. Any notice, demand or request, consent or approval ("Notice") that may be permitted, required, or desired to be given in connection with this Escrow Agreement shall be given in writing to Seller, Purchaser and Escrowee as follows:

If to Seller: See next page

With a copy to: See next page

If to Purchaser:

With a copy to:

Escrowee: Chicago Title Insurance Company

Attention: _____
Facsimile: _____

Notices shall be either (i) personally delivered (including delivery by Federal Express, Airborne, Emery or other similar courier service) to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices, (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless the delivery is refused or delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the United States mail or (iii) sent by facsimile, provided the sender of such facsimile has evidence that the facsimile was received by the addressee's machine, in which case they shall be deemed delivered on the date of receipt by the addressee's machine. Any party may by written notice to the other parties given as provided in this

Addresses for Notice Purposes for Seller:

- 1) Mr. Mike Andreasen
Village of Mt. Pleasant
6126 Durand Avenue
Racine, WI 53406
Phone: (262) 554-8750
Fax: (262) 554-6785
E-Mail: Mandreasen@mtpleasantwi.gov
- 2) Atty. John G. Shannon
Dye, Foley, Krohn & Shannon, SC
1300 S. Green Bay Road, Ste. #104
Racine, WI 53406
Phone: (262) 637-1260
Fax: (262) 637-1460
E-Mail: jgs@dfka-law.com
- 3) Mr. Raymond C. Leffler
RB/MAX Newport Realty
6949 Mariner Drive
Racine, WI 53406
Phone: (262) 898-7777
Fax: (262) 898-1341
E-Mail: rayleffler@hotmail.com
Mobile: (262) 497-0017

Escrow Agreement change its address for service of Notice.

12. Purchaser shall pay any investment fee.

13. This Escrow Agreement may be executed in multiple counterparts, each of which shall constitute an original, and together shall constitute the Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the 18th day of September 2009.

SELLER:

VILLAGE OF MT. PLEASANT

By: [Signature]
Name: LAROLYN A. MILKIE, VILLAGE PRESIDENT
Its: LAROLYN A. MILKIE, VILLAGE PRESIDENT

ATTEST:

[Signature]
JULIET EDMANDS CLERK-TREASURER

PURCHASER:

GENERAL CAPITAL ACQUISITIONS, LLC

By: [Signature]
Name: Michael Weiss
Its: Agent

ESCROWEE:

CHICAGO TITLE INSURANCE COMPANY

By: Michelle Schind
Name: Michelle Schind
Title: Commercial Mgr.

Direction To Invest Escrow Funds

Date: September, 2009

To: Chicago Title Insurance Company
20900 Swenson Drive, Suite 900
Waukegan, Wisconsin 53186

Subject to the terms of this instruction and the terms of the above-captioned Escrow Agreement, you are authorized and directed to open a money market account in the name of Chicago Title Insurance Company (Chicago), as Escrow Agent for General Capital Acquisitions, LLC in the amount of \$ 50,000.00.

All interest will accrue to and be reported to the Internal Revenue Service for the account of:

NAME: General Capital Acquisitions, LLC
ADDRESS: 6938 N. Santa Monica Blvd
Fox Point, WI 53247
PHONE: 414-228-3566
Email: _____
Date of Birth: _____ (if applicable)

Upon the depository's request, Chicago is to execute the appropriate Internal Revenue Service documentation for the giving of taxpayer identification information relating to this account. We authorize Chicago to execute that documentation on our behalf as our agent, and direct Chicago to send a copy of said documentation to the undersigned.

Escrowee agrees to execute the attached W-9 Form.

AMENDMENT TO OFFER TO PURCHASE

The undersigned, General Capital Acquisitions, LLC, and/or its assignee ("Buyer") and the Village of Mt. Pleasant, Wisconsin ("Seller") are parties to an Offer to Purchase ("Offer") dated September 4, 2009 respecting the property at the northwest corner of Hwy 11 and Green Bay Road in Mt. Pleasant, Wisconsin ("Property"), all as further delineated in the Offer.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby amend the Offer as follows:

The parties agree to extend the time period within which Buyer may clear its contingencies as set forth in Section 3 of the Offer thru April 30, 2010.

IN WITNESS WHEREOF, the Buyer and Seller have caused this Amendment to be executed this ____ day of ____ 2010.

BUYER:

General Capital Acquisitions, LLC

By: 

SELLER:

Village of Mt. Pleasant

By: _____

Legal Description

Title Commitment No. 366139 issued September 25, 2009

That part of the Southeast 1/4 of Section 23, and the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the ~~Town~~ ^{Village} of Mt. Pleasant, County of Racine, State of Wisconsin, bounded and described as follows:

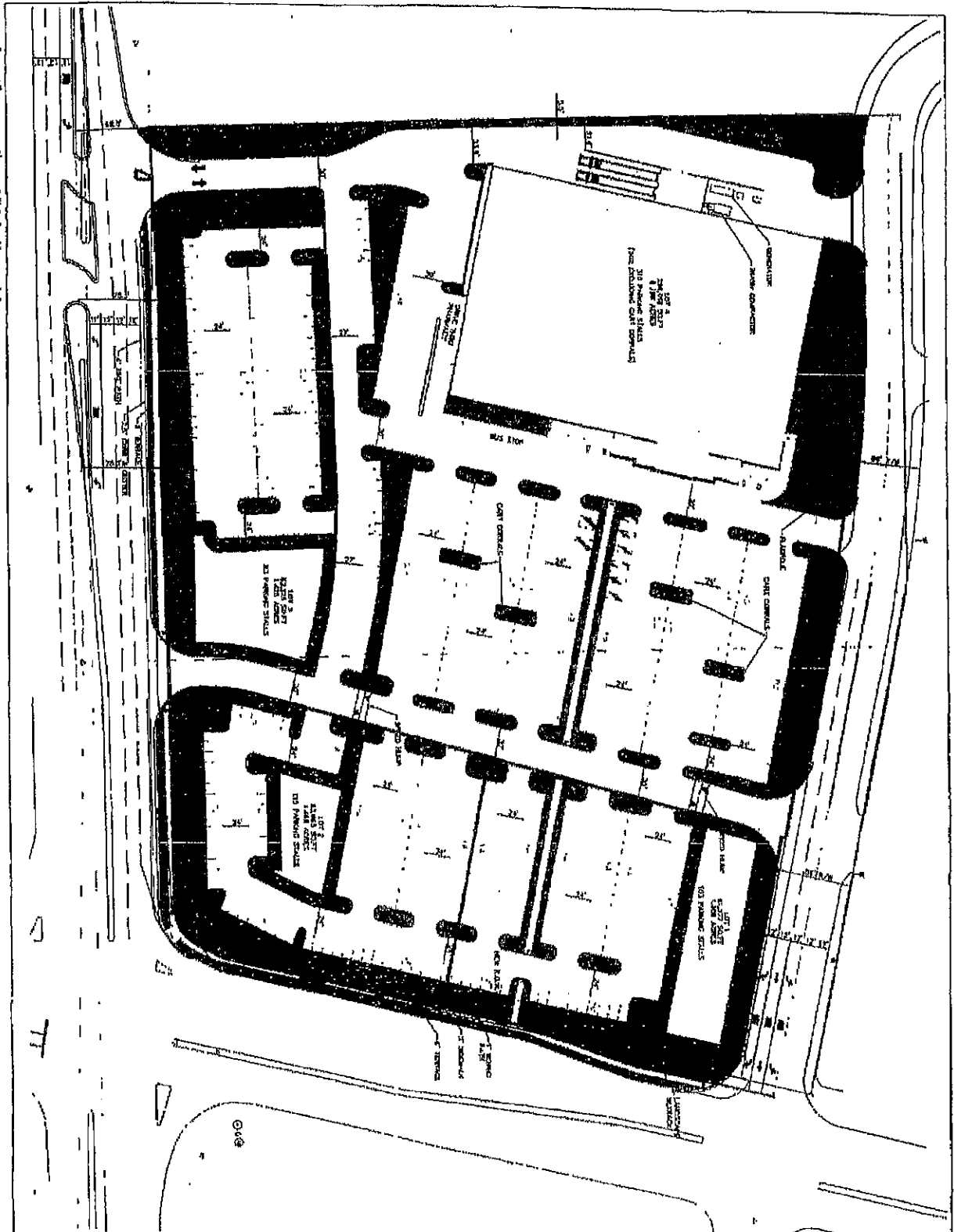
Beginning at the Southeast corner of said Section 23; running thence West 475.85 feet along the South line of said Section 23; thence North 01° 12' 30" West 764.60 feet; thence East 475.85 feet to the East line of said Section 23; thence continue East 491.55 feet to the center of Green Bay Road; thence South 12' 05" West 788.0 feet to the South line of said Section 24; thence North 88° 49' 30" West 310.5 feet to the point of beginning. EXCEPTING THEREFROM lands conveyed in Warranty Deed dated April 24, 1985 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on May 21, 1985 in Volume 1753 of Records, Page 51, as Document No. 1169230 and Resolution dated September 14, 1970 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on April 22, 1971 in Volume 1083 of Records, Page 640, as Document No. 881293,

WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; Commencing at the Southeast corner of Section 23; thence N 01° 45' 14" W along the easterly line of said Southeast 1/4 of Section 23, 69.01 feet to the northerly line of Durand Road (S.T.H. 11) and the point of beginning of lands herein described; thence S 89° 25' 49" W along said northerly line of Durand Road and parallel with the southerly line of said Southeast 1/4 of Section 23, 473.85 feet; thence N 01° 45' 14" W, parallel with said easterly line of the Southeast 1/4 of Section 23, 695.59 feet; thence N 89° 25' 49" E parallel with said southerly line of the Southeast 1/4 of Section 23, 421.65 feet to a point 54.20 feet, S 89° 25' 49" W of said easterly line of the Southeast 1/4 of Section 23; thence S 78° 29' 11" E, 463.77 feet to the westerly line of Green Bay Road (S.T.H. 31); thence S 11° 30' 49" W along said westerly line of Green Bay Road (S.T.H. 31), 566.01 feet; thence S 49° 05' 37" W, 55.44 feet to said northerly line of Durand Road (S.T.H. 11); thence S 86° 53' 45" W along said northerly line of Durand Road (S.T.H. 11), 203.53 feet; thence S 89° 25' 49" W continuing along said northerly line of Durand Road (S.T.H. 11) and parallel with said southerly line of the Southeast 1/4 of Section 23, 20.84 feet to the point of beginning.

Containing 12.430 acres more or less.

Tax Key No: 51-151-03-22-23-032-000, Tax Key No: 51-151-03-22-24-023-000

Address: 6126 DURAND AVENUE, RACINE, WISCONSIN 53406



<p>JOHN J. ANDERSON, INC. ENGINEERING & ARCHITECTURE 1000 N. 10TH ST., SUITE 100 MILWAUKEE, WIS. 53233 TEL. 442-1111 FAX 442-1112</p>	<p>GENERAL NOTES</p> <p>1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE U.S. AND WISCONSIN DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.</p>
	<p>PROPOSED DEVELOPMENT</p> <p>JOHN J. ANDERSON, INC. ENGINEERING & ARCHITECTURE</p>
<p>DATE</p> <p>10/1/91</p>	<p>SCALE</p> <p>1" = 40'</p>
<p>PROJECT</p> <p>PROPOSED DEVELOPMENT</p>	<p>1</p>

February 12, 2010

Mr. Michael Weiss
General Capital
6938 N. Santa Monica Blvd.
Fox Point, WI 53217

Re: Rezone Petition RZ-03-09 and Overlay Planned Development Conditional Use (CU-02-09) - 6126 Durand Avenue (Village of Mt. Pleasant / General Capital Development)

Rezone Petition RZ-03-09 to rezone approximately 12.43 +/- acres from PUL (Public & Utility Land) to B-3 (General Business District) with an Overlay Planned Development Conditional Use (CU-02-09) to permit the redevelopment of the Mount Pleasant Village Hall, Fire Station number four (4) and Police Station to a regional commercial shopping center. The purpose of the Overlay Planned Development Conditional Use is to allow flexibility in the B3 zoning setbacks to achieve an improved site plan.

Dear Mr. Weiss,

The Mount Pleasant Village Board provisionally approved the referenced rezone and conditional use petition(s) on February 8th. The property shall be developed in accordance with the following conditions within two years of Village Board approval or revert back to the PUL (public and utility land). An extension to complete conditions can be requested.

Building Elevations

1. The Pick 'Save shall be constructed in accordance with the:
 - a. the January 13th submitted Schroeder and Holt Architects 1/13/2010 A3.0 exterior elevation drawing.
 - b. the 12/16/2009 submitted Schroeder and Holt Architects building color(s) and material(s) board.
 - c. all windows shall be transparent not faux (e.g. spandrel)
 - d. the proposed landscape areas along the east Pick 'N Save elevation shall include a vertical curb to mitigate vehicle standing and parking

ENGINEERING

1. All utilities must be constructed underground.

2. Submission and approval of all engineering plans (e.g. utility municipal water, stormwater drainage and sanitary sewer) prior to the issuance of building permits. The use of retaining walls within the site shall be kept to a minimum. All stormwater detention/retention areas shall be located a minimum of 25-feet to any public road right of way, private drives, parking areas with a maximum 2% slope. A minimum 50-foot wide unimproved (no structures or driveways) access area to a public road shall be established for all retention/detention basin(s) for future maintenance. The grading and stormwater drainage plan shall adhere to the Village's custom, habit and practice/policy of ensuring that the quantity and velocity of stormwater discharge is not increased from predevelopment site conditions.

IMPACT FEES

Payment of all applicable Village Impact fees shall be paid by the developer prior to issuance of each building permit within the property.

LANDSCAPING

The developer shall submit and obtain approval of a dimensioned landscaped plan indicating tree, shrub and bedding materials, species and sizes prior to the issuance of any permits. Two and one half (2½) inch minimum deciduous tree caliper; five (5) foot high minimum coniferous trees; and eighteen (18) inch minimum shrub size.

The landscape plan shall denote a salt tolerant street tree planted 50-feet on center along all public streets (Timber Drive, STH 11 and STH 31).

The project sponsor shall construct a minimum twenty-five feet wide landscape buffer along the entire western property boundary, subject to Village Park Commission review/approval. The landscape buffer shall include undulating low rise beams, salt tolerant deciduous trees, conifer trees and shrubs. Any landscape improvements within the Stuart McBride Village park shall not establish an easement or change in park land ownership. Fences, walls and other structures within this landscape area of Stuart McBride park are prohibited.

The minimum twenty-five foot wide landscape setback along potential outlot one's northern boundary is reduced to 18± feet to accommodate the installation of the new Timber Drive right turn lane. The twenty-five foot wide landscape setback along Timber Drive remains other than where the right turn lane construction is to be established.

The landscape setback along STH 31 shall vary from 25 to 21 feet as illustrated on the submitted site plan. Sidewalks and signage are permitted within this landscape area.

The landscape setback along STH 11 shall vary from 25 to 21 feet; sidewalks and signage are permitted within the landscape setback area.

A continuous five (5) foot wide concrete sidewalk shall be constructed along the entire frontage of STH 31 prior to issuance of a certificate of occupancy for the Pick 'n Save.

A continuous five (5) foot wide concrete sidewalk shall be constructed along the entire STH 11 frontage prior to issuance of a certificate of occupancy for the Pick 'n Save.

The adopted Racine and Village Comprehensive Land Use/Transportation Plans, Village Park and Open Space plans and County Jurisdictional Highway plan do not identify an off-road bike path along this reach of STH 11. If an off-road twelve foot wide, bike path is to replace a five (5) foot wide sidewalk along STH 11, the Village shall review its sidewalk ordinance regarding snow removal. The present Village ordinance(s) do not require snow removal for bike paths.

A continuous five foot wide concrete sidewalk with five feet of landscape on each side, as depicted on the submitted site plan, shall be completed prior to the issuance of a certificate of occupancy for Pick 'N Save.

The project sponsor shall obtain the necessary Wisconsin DOT approval to construct any public sidewalks within STH 11 and/or STH 31 right of way.

Submission/approval of a snow reservoir plan prior to the issuance of any fill or building permits. Snow shall not be stored within the 30' x 30' vision triangle of any public street/driveway intersection or Stuart McBride park land...

LIGHTING

Submission/approval of any exterior and/or freestanding lighting prior to issuance of a building permit. Total height of luminare(s), light standard(s) and base(s) shall not exceed 20' in height. All luminarie(s) shall have cut-off provisions to preclude off-site lighting impacts to surrounding properties and roadways.

REFUSE DISPOSAL

All refuse/recycling containers shall be fully enclosed with fences and/or walls. The refuse/recycling enclosures shall be compatible with the Pick 'n Save building.

SIGNS

Free-standing (pylon) signs are prohibited. Multi-tenant project signs shall not exceed twenty feet in height. Individual ground signs for each landowner shall not exceed nine (9) feet in height or sited off-premise from the use. No signage shall be permitted within the 30' x 30' vision triangle of any public street/driveway intersection.

Any flat wall building signage shall be a uniform color channel letter for multi-tenants structures.

Submission and approval of a sign permit is required prior to construction or installation of signs.

SITE PLAN/ACCESS

The site plan shall include a Belle Urban System bus stop within the site or on STH 31, preferably with the thirty foot wide north-south cross access easement.

The developer or Village shall relocate the existing Stuart McBride park access drive to Timber Drive. The park drive shall be relocated prior to removal or closure of the existing park drive to Timber Drive to ensure safe egress from the park.

The project sponsor shall submit a draft cross access easement encompassing the following three cross access easement(s):

- a. The center lane of the Barnes and Noble north-south cross access drive shall align 180° with the centerline of the proposed thirty foot wide Pick 'N Save private access drive from Timber Drive to STH 11
- b. the twenty-seven foot wide east-west private access drive between the proposed Pick 'n Save and potential outlot three
- c. the thirty foot wide north-south private drive from Pick 'n Save to STH 11.

The developer shall record the Village approval cross access easement with the Racine County Register of Deeds office prior to the issuance of a certificate of occupancy for Pick 'n Save or as a condition of any subsequent certified survey map.

The Wisconsin DOT and/or project sponsor are strongly recommended to install appropriate eastbound STH 11 median signage demarcating the shopping center left turn lane/median versus the STH 11/31 intersection left turn lane. The proximity of these two left turn lanes and traffic volumes can be visually confusing to drivers. As an example, Oakes Road northbound drivers are sometimes confused that the northern Case High School left turn lane is the left turn lane for the Oakes Road/STH 20 intersection. Drivers who visually mistake the first left turn lane then have to merge back into traffic to reach the intersection left turn lane.

The proposed opposing left turn median(s) within STH 11 are recommended to utilize vertical curbing as opposed to mountable curb or rumble strips which are less effective in precluding drivers from making unsafe turns.

The western STH 11 cross access driveway shall prohibit conflict points within 155 feet as illustrated on the developer's submitted site plan.

The eastern STH 11 cross access driveway shall prohibit conflict points within 130 feet as illustrated on the developer's submitted site plan.

The eastern Timber Drive cross access easement driveway shall be modified to prohibit conflict points within 100 feet of Timber Drive

The project sponsor shall dedicate and construct a new Timber Drive designated right turn lane. The purpose of this new lane is to ameliorate the present unsafe offset intersection by and establishing designated left, through and right turn lane(s)

STATE AND VILLAGE BUILDING AND FIRE CODE(S)

Compliance with State/local building and fire code(s). Please contact Asst. Fire Chief Mark Pierce regarding fire sprinkler system plan requirements. Mount Pleasant Village fire code requires the submission and approval of fire sprinkler system plans prior to submission of state approved building plans to the Village Building Department.

SURVEYS

The developer shall submit stake out surveys and certification surveys demonstrating that all building footprints satisfy the applicable zoning setbacks and Overlay Planned Development Conditional Use specific plan approval.

Sincerely,

Ron Meyer
Director of Planning & Development

Cc:	J. Henke	B. Kane	L. Martin	B. Sasse
	T. Beyer	R. Pucely	M. Pierce	L. Hannula
	M. Schmidt			

General Capital Outlet 1 (Restaurant)	Site Acres ▶	1.41
	Site S.F. ▶	61,202
	Building S. F. ▶	5,000
	Building Acres ▶	0.11
IMPACT, PERMIT, AND BUILDING FEES		▲ Chiles? 2800 S Green Bay Rd ▼
Impact Fees (Based on Building Impervious Area)		
Law Enforcement		\$114.78
Fire/Rescue		\$183.65
Transportation		\$344.35
Parks (Only Residential)		NA
Stormwater - Pike River (\$2,400) or Hood Creek (\$3,200)		NA
Sub Total		\$642.79
Planning Fees (COLLECTED BY PLANNING DEPT.)		
Site Plan		\$650.00
(\$650 for initial 30,000 Sq. Ft. of building + \$0.02/SF thereafter at time of plan submittal for Plan Commission)		
Tenant Occupancy		NA
(\$650 While Box \$50 Change in Tenant prior to issuance building permit and/or tenant occupancy)		
Sub Total		\$650.00
Building Permit Fees		
Building (\$0.28/sq. ft. Office) (\$0.21/sq. ft. Manufacturing)		\$1,300.00
Bldg Occupancy		\$160.00
Bldg Zoning (\$35 + \$15/1000 sq ft)		\$110.00
Plan Review (\$225.00)		\$225.00
Erosion Control (\$160 + \$5/1000 sq ft)		\$468.01
Sub Total		\$2,281.01
Water Service		
City of Racine - REC (Water)		(Determined by Racine)
Mt Pleasant - (Water) 6" Pipe		(Based on Water Line Size)
Sub Total		\$91,058.00
Sewer Service (Based on Gross Site Acreage)		
City of Racine Sewer - (\$0,600 per acre - 50 AC CAP)		\$0,273.00
Mt Pleasant Sewer 1.5" meter		(Based on Water Meter Size)
Sub Total		\$13,073.00
Planning Department Subtotal		\$650.00
Building Department Total		\$107,032.80
Estimated Total		\$107,682.80
Actual Total		

Note: All fees subject to change with change in building size or site modifications.
HVAC, Electrical, Plumbing Permit Fees, & State Building Fees are not included.

ERU (Equivalent Runoff Unit) ANNUAL FEES	#VALUE!

L:\LOGAN\IMPACT FEES\General Capital\Draft 2\Outlet #1-Restaurant_Draft2_4-1-10.xls 4/1/2010

Exhibit D

DRAFT No. 2

General Capital Outlet 2 (Restaurant)	Site Acres ▶	1.47
	Site S.F. ▶	64,077
	Building S.F. ▶	5,000
	Building Acres ▶	0.11
IMPACT, PERMIT, AND BUILDING FEES		A Project Name Address ▼
Impact Fees (Based on Building Impervious Area)		
Law Enforcement		\$114.78
Fire/Rescue		\$183.65
Transportation		\$344.35
Parks (Only Residential)		NA
Stormwater - Pike River (\$2,400) or Hooda Creek (\$3,200)		NA
Sub Total		\$842.79
Planning Fees (COLLECTED BY PLANNING DEPT.)		
Site Plan ((\$50 for initial 30,000 Sq. Ft. of building + \$0.02/SF thereafter at time of plan submit for Plan Commission)		\$650.00
Tenant Occupancy ((\$500 White Box \$50 Change in Tenant - prior to issuance building permit and/or tenant occupancy)		NA
Sub Total		\$650.00
Building Permit Fees		
Building (\$0.26/sq. ft. Office) (\$0.21/sq. ft. Manufacturing)		\$1,300.00
Bldg Occupancy		\$160.00
Bldg Zoning (\$35 + \$15/1000 sq ft)		\$110.00
Plan Review (\$225.00)		\$225.00
Erosion Control (\$160 + \$5/1000 sq ft)		\$480.38
Sub Total		\$2,275.38
Water Service		
City of Racine - REC (Water) (Determined by Racine)		\$90,000.00
Mt Pleasant - (Water) 6" Pipe (Based on Water Line Size)		\$1,056.00
Sub Total		\$91,056.00
Sewer Service (Based on Gross Site Acreage)		
City of Racine Sewer - (\$6,600 per acre - 60 AC CAP)		\$6,708.60
Mt Pleasant Sewer 1.5" meter (Based on Water Meter Size)		\$3,800.00
Sub Total		\$13,508.60
Planning Department Subtotal		\$650.00
Building Department Total		\$167,482.78
Estimated Total		\$108,132.78
Actual Total		

Note: All fees subject to change with change in building size or site modifications.
HVAC, Electrical, Plumbing Permit Fees, & State Building Fees are not included.

ERU (Equivalent Runoff Unit) ANNUAL FEES	#VALUE!

DRAFT No. 2

General Capital Outlet 3 (Commercial Building)	Site Acres ▶	1.43
	Site S.F. ▶	62,247
	Building S. F. ▶	5,000
	Building Acres ▶	0.11
IMPACT, PERMIT, AND BUILDING FEES		Project Name Address
Impact Fees (Based on Building Impervious Area)		
Law Enforcement		\$114.76
Fire/Rescue		\$153.85
Transportation		\$344.35
Parks (Only Residential)		NA
Stormwater - Pike River (\$2,400) or Hoods Creek (\$3,200)		NA
Sub Total		\$642.79
Planning Fees (COLLECTED BY PLANNING DEPT.)		
Site Plan		\$650.00
(5650 for initial 30,000 Sq. Ft. of building + \$0.02/SF thereafter at time of plan submitted for Plan Commission)		
Tenant Occupancy		NA
(5650 White Box, \$60 Change in Tenant prior to issuance building permit and/or tenant occupancy)		
Sub Total		\$650.00
Building Permit Fees		
Building (\$0.26/sq. ft. Office) (\$0.21/sq. ft. Manufacturing)		\$1,300.00
Bldg Occupancy		\$180.00
Bldg Zoning (\$35 + \$13/1000 sq ft)		\$110.00
Plan Review (\$225.00)		\$225.00
Erosion Control (\$160 + \$5/1000 sq ft)		\$471.24
Sub Total		\$2,286.24
Water Service		
City of Racine - REC (Water) (Determined by Racine)		\$10,000.00
Mt Pleasant -(Water) 6" Pipe (Based on Water Line Size)		\$1,058.00
Sub Total		\$11,058.00
Sewer Service (Based on Gross Site Acreage)		
City of Racine Sewer - (\$6,800 per acre - 60 AC CAP)		\$9,431.40
Mt Pleasant Sewer 1.5" meter (Based on Water Meter Size)		\$3,800.00
Sub Total		\$13,231.40
Planning Department Subtotal		\$650.00
Building Department Total		\$27,196.43
Estimated Total		\$27,846.43
Actual Total		

Note: All fees subject to change with change in building size or site modifications.
HVAC, Electrical, Plumbing Permit Fees, & State Building Fees are not included.

ERU (Equivalent Runoff Unit) ANNUAL FEES	#VALUE!

DRAFT No. 2

General Capital Pick N' Save	Site Acres ▶	8.79
	Site S.F. ▶	296,565
	Building S. F. ▶	70,500
	Building Acres ▶	1.62
IMPACT, PERMIT, AND BUILDING FEES		▲ Pick N' Save 2320 S Green Bay Rd ▼
Impact Fees (Based on Building Impervious Area)		
Law Enforcement		\$1,618.46
Fire/Rescue		\$2,589.53
Transportation		\$4,665.37
Parks (Only Residential)		NA
Stormwater - Pike River (\$2,400) or Hoods Creek (\$3,200)		NA
Sub Total		\$9,863.36
Planning Fees (COLLECTED BY PLANNING DEPT.)		
Site Plan		\$1,460.00
(\$600 for initial 30,000 Sq. Ft. of building + \$0.02/SF thereafter at time of plan submittal for Plan Commission)		
Tenant Occupancy		NA
(\$600 White Box \$50 Charge in Tenant prior to issuance building permit and/or tenant occupancy)		
Sub Total		\$1,460.00
Building Permit Fees		
Building (\$0.28/sq. ft. Office) (\$0.21/sq. ft. Manufacturing)		\$18,330.00
Bldg Occupancy		\$160.00
Bldg Zoning (\$35 + \$15/1000 sq ft)		\$1,992.50
Plan Review (\$225.00)		\$225.00
Erosion Control (\$100 + \$5/1000 sq ft)		\$1,637.77
Sub Total		\$21,445.27
Water Service		
City of Racine - REC (Water) (Determined by Racine)		\$75,000.00
Mt Pleasant - (Water) 6" Pipe (Based on Water Line Size)		\$1,056.00
Sub Total		\$76,056.00
Sewer Service (Based on Gross Site Acreage)		
City of Racine Sewer - (\$8,600 per acre - 50 AC CAP)		\$44,781.00
Mt Pleasant Sewer 1.8" meter (Based on Water Meter Size)		\$3,800.00
Sub Total		\$48,581.00
Planning Department Subtotal		\$1,460.00
Building Department Total		\$155,145.63
Estimated Total		\$156,605.63
Actual Total		

Note: All fees subject to change with change in building size or site modifications.
HVAC, Electrical, Plumbing Permit Fees, & State Building Fees are not included.

ERU (Equivalent Runoff Unit) ANNUAL FEE	#VALUE!

DRAFT NO. 2

DOCUMENT # 2266411
RACINE COUNTY REGISTER OF DEEDS
October 28, 2010 1:34 PM

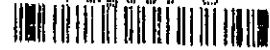
PRE-CLOSING MEMORANDUM OF
UNDERSTANDING

Document Number

See Exhibit A for Legal Description

James A. Ladwig

JAMES A. LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 6



Recording Area

Name and Return Address
Christopher A. Geary
Hostak, Henzl & Bichler, S.C.

AD 45

151-03-22-23-032-000 and 151-03-22-24-023-000
Parcel Identification Number (PIN)

PRE-CLOSING MEMORANDUM OF UNDERSTANDING

THIS PRE-CLOSING MEMORANDUM OF UNDERSTANDING (the "Agreement"), dated as of the 26 day of October, 2010, is made by and between GenCap Mt. Pleasant, LLC, a Wisconsin limited liability company ("GenCap") and the Village of Mount Pleasant, a municipal corporation located in Racine County, Wisconsin (the "Village").

WITNESSETH:

WHEREAS, parties have entered into that certain Offer to Purchase dated September 3, 2009, as amended (the "Offer") whereby GenCap has agreed to purchase and the Village has agreed to sell property located at the northwest corner of Hwy 11 and Green Bay Road in the Village of Mount Pleasant, Wisconsin, as more fully described on the attached Exhibit A (the "Property");

WHEREAS, GenCap, the Village and the Community Development Authority of the Village of Mount Pleasant (the "CDA") entered into that certain Development Agreement dated April 14, 2010 (the "Development Agreement") that sets forth certain obligations of GenCap and the Village related to the Property;

WHEREAS, the parties wish to set forth certain agreements related to the sale and purchase of the Property.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Certified Survey Map and Conveyance of the Property. GenCap and the Village hereby acknowledge that a Certified Survey Map (the "CSM") will be recorded prior to the conveyance which shall divide the Property into four lots (each a "Lot" and collectively, the "Lots"). The Village hereby acknowledges that it shall convey each of the individual Lots to the entities stated on Exhibit B. Additionally, GenCap and the Village hereby agree to use the values set forth on the attached Exhibit B, which are subject to change by GenCap, for each of the individual Lots, for purposes of any documentation required to convey the individual Lots to GenCap or its affiliates.

2. Outlot Payments. Pursuant to Section 2 of the Offer, and Section 12(a) of the Development Agreement, GenCap has agreed to pay the Village the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Outlot Fee") upon the individual sale of each of Lot 1, Lot 2 and Lot 3 of the CSM (each an "Outlot" and collectively, the "Outlots"). GenCap and the Village hereby desire to revise the abovementioned obligation such that GenCap shall be obligated to pay the Village the Outlot Fee upon the earlier of GenCap, or its affiliate, constructing the final improvements on the respective Outlot and obtaining a certificate of occupancy from the Village with regard to the

specific Outlot, or GenCap, or its affiliate, conveying a respective Outlot to a third-party purchaser other than an affiliate of GenCap. For example, should GenCap decide to develop an individual Outlot, the Outlot Fee shall be due and payable to the Village upon GenCap's, or its affiliate's, completion of the development of the Outlot, and GenCap's, or its affiliate's, receipt of a certificate of occupancy from the Village. Alternatively, should GenCap, or its affiliate, decide to sell an individual Outlot to a third party, rather than develop it, the Outlot Fee shall be due and payable upon the conveyance of the individual Outlot to the third party. Likewise in the event there is any change of ownership of the LLC owning the outlots (or it's membership units) following closing, it shall be treated as a sale of the outlot and the outlot fee shall be immediately due and owing to the Village of Mt Pleasant. GenCap, or its affiliate, shall execute a Notice and Waiver of Imposition of Special Assessments, in such form as shall be reasonably acceptable to GenCap, which shall provide the Village with the ability to levy a special assessment in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) on a respective Outlot should GenCap default in its obligation to pay the Village an Outlot Fee when due pursuant to this Section 2.

3. Environmental Matters. In addition to all other obligations of the Village, the Village shall also be responsible for the removal, disposal and/or remediation of those items listed on the attached Exhibit C. All items listed on the attached Exhibit C shall be removed, disposed of and/or remediated in accordance with all state and federal regulations including, but not limited to, obtaining all required certified tank inspections, and all removal, disposal and/or remediation work (the "Work") shall be completed by the Village upon the earlier of April 18, 2011 or one week after the Village's replacement campus is delivered to the Village (the "Completion Date"). Additionally, the obligations of the Village referred to in this Section 3 shall be specifically added to the obligations of the Village set forth in Section 3 of the Development Agreement.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. The parties agree that this Agreement may be transmitted between them by facsimile machine. The parties intend that faxed signatures constitute original signatures and that a faxed agreement containing the signatures (original or faxed) of all the parties is binding on the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GENCAP:

GENCAP MT. PLEASANT, LLC

BY Sam Sini
Its Agent

VILLAGE:

VILLAGE OF MOUNT PLEASANT

BY Carol Quinn
Its PRESIDENT

Agreed and consented to by:

CDA:

COMMUNITY DEVELOPMENT
AUTHORITY OF THE VILLAGE OF
MOUNT PLEASANT

BY John J. [Signature]
Its Ex. Director of the CDA.

EXHIBIT A

Legal Description

That part of the Southeast $\frac{1}{4}$ of Section 23, and the Southwest $\frac{1}{4}$ of Section 24, Town 3 North, Range 22 East, in the Town of Mt. Pleasant, County of Racine, State of Wisconsin, bounded and described as follows:

Beginning at the Southeast corner of said Section 23; running thence West 475.85 feet along the South line of said Section 23; thence North $01^{\circ} 12' 30''$ West 764.60 feet; thence East 475.85 feet to the East line of said Section 23; thence continue East 491.55 feet to the center of Green Bay Road; thence South $12^{\circ} 05'$ West 788.0 feet to the South line of said Section 24; thence North $88^{\circ} 49' 30''$ West 310.5 feet to the point of beginning.

EXCEPTING THEREFROM lands conveyed in Warranty Deed dated April 24, 1985 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on May 21, 1985 in Volume 1753 of Records, Page 51, as Document No. 1169230 and Resolution dated September 14, 1970 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on April 22, 1971 in Volume 1083 of Records, Page 640, as Document No. 881293.

Tax Key No: 51-151-03-22-23-032-000, Tax Key No: 51-151-03-22-24-023-000.

Address: 6126 Durand Avenue, Racine, Wisconsin 53406

EXHIBIT B

List of Entities and Values

<u>Lot</u>	<u>Entity</u>	<u>Value</u>
Lot 1	GenCap Mt. Pleasant Outlot NE, LLC	\$ 600,000
Lot 2	GenCap Mt. Pleasant Shops, LLC	\$ 575,000
Lot 3	GenCap Mt. Pleasant Outlot SW, LLC	\$ 400,000
Lot 4	GenCap Mt. Pleasant, LLC	\$2,025,000

EXHIBIT C

Environmental Items

1. Fenced Storage Yard located on the northwest portion of the Property: An approximate 500-gallon waste oil aboveground storage tank (AST) and an approximate 275-gallon used antifreeze AST.
2. First floor of the Town Hall building/whole maintenance garage (utilized by the Department of Public Works and Highway Department):
 - An approximate 100-gallon waste oil AST;
 - Fifteen 55-gallon drums of oils used for engine oil and transmission fluids;
 - Nine 55-gallon dispensers utilized for engine oil, hydraulic oil, and antifreeze;
 - Two 55-gallon drums of soap for a power washer;
 - Ten 5-gallon buckets of oil (engine, hydraulic);
 - Ten 5-gallon buckets of tack coat (asphalt);
 - Oxygen and acetylene tanks utilized for welding;
 - Two flammable storage cabinets containing paints, greases, and 5-gallon gas canisters; and
 - An approximate 10-gallon capacity parts washer (mineral spirits).
3. Boiler Room located adjacent to the vehicle maintenance garage in the Town Hall building: an approximately 275-gallon diesel AST utilized for backup generator fuel.
4. Fire and Police Department building located on the southwest portion of the Property (housing the Fire and Police Departments and vehicle garages): a flammable storage cabinet (grease, gas canisters), and 5-gallon buckets of car wax (Police Department Garage); six 55-gallon oil dispensers, 5-gallon buckets of oils, soaps, and wax, and a flammable storage cabinet containing latex paints and mineral spirits (Fire Department Garage); tires and Oil Dri spill absorbent (shed near north of the Fire and Police Department building).
5. Two one-story pole barns located on the northeast portion of the Property: (the west pole barn is utilized for storage of road salt and road signage, the east pole barn is utilized for Village of Mount Pleasant Public Works/Highway Department vehicle storage); six 5-gallon buckets of engine oil stored in the east pole barn.

6. Fenced-in storage yard is located on the northwest portion of the Property (utilized by the Village of Mount Pleasant Public Works/Highway Department): two pad-mounted transformers, approximately 50 used tires, two 55-gallon drums (unlabeled, reportedly sidewalk crack sealer), approximately thirty empty plastic 55-gallon drums, approximately ten empty steel 55-gallon drums, and road signage and supplies.

7. Five pad-mounted transformers which are present throughout the Property and two single-phase transformers located within the boiler room of the Town Hall building. The Village shall notify Wisconsin Electric Company d/b/a WE Energies just prior to the vacancy of the current facilities to schedule the removal of the five existing pad-mounted and two single-phase transformers. The Village is unable to guarantee a definitive timeline for removal of these materials, but will use best efforts to work with WE Energies to accomplish a reasonable timeline for removal.

DOCUMENT # 2313099
RACINE COUNTY REGISTER OF DEEDS
April 05, 2012 1:58 PM

DEVELOPER'S AGREEMENT ESTOPPEL CERTIFICATE AND CONSENT

Agreement entered into between the Village of Mount Pleasant
Community Development Authority and the Village of Mount
Pleasant regarding the property described as follows:

Lots 2, 3 and 4 of Certified Survey Map No. 3004, recorded on
October 28, 2010, in Volume 9 of Certified Survey Maps, Page 724,
as Document No. 2266412, a division of part of the Southeast 1/4
of the Southeast 1/4 of Section 23, and part of the Southwest 1/4
of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East,
in the Village of Mount Pleasant, County of Racine, State of
Wisconsin.

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 6



Return to Name and Address Below: 30-6

Christopher A. Geary
Pruitt, Ekes & Geary, S.C.
610 Main Street, Suite 100
Racine, WI 53403

Parcel ID Number(s)
151-03-22-24-032-021
151-03-22-24-032-031
151-03-22-24-032-041

DEVELOPER'S AGREEMENT ESTOPPEL CERTIFICATE AND CONSENT

TO: Mt. Pleasant Retail Venture DST
its lenders, successors and assigns (collectively, "Inland")
2901 Butterfield Road
Oak Brook, Illinois 60523
Attn: Amy Reiser

RE: 2820 and 2860 S. Green Bay Road and 6228 Durand Avenue, Mt. Pleasant, Wisconsin (the "Property") owned by GenCap Mt. Pleasant, LLC, GenCap Mt. Pleasant Shops, LLC and GenCap Mt. Pleasant Outlot SW, LLC, respectively

RECITALS

A. Inland has now or will soon hereafter acquire fee title to that certain project known as Pick 'n Save Shopping Center (the "Project") legally described below:

Parcel A:

Lots 2, 3 and 4 of Certified Survey Map No. 3004, recorded on October 28, 2010, in Volume 9 of Certified Survey Maps, Page 724, as Document No. 2266412, a division of part of the Southeast 1/4 of the Southeast 1/4 of Section 23, and part of the Southwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the Village of Mount Pleasant, County of Racine, State of Wisconsin

Tax Key No: 151-03-22-24-032-021

Tax Key No: 151-03-22-24-032-031

Tax Key No: 151-03-22-24-032-041

Parcel B:

Non-exclusive easement for ingress and egress purposes as set forth in Declaration of Easements, Covenants, Conditions and Restrictions, recorded as Document No. 2288983

Parcel C:

Non-exclusive easement for parking purposes as set forth in Restrictive Covenant and Easement Agreement, recorded as Document No. 2295101.

B. Reference is made to the Development Agreement by and between GenCap Mt. Pleasant, LLC, the Community Development Authority of the Village of Mount Pleasant and the Village of Mount Pleasant recorded in the Register of Deeds in Racine County, Wisconsin as Document Number 2247477 and the Pre-Closing Memorandum of Understanding by and between GenCap Mt. Pleasant, LLC and the Village of Mount Pleasant recorded in the Register of Deeds in Racine County, Wisconsin as Document Number 2266411 (such instruments are hereinafter referred to as the "Developer's Agreement").

C. As a condition to Inland's acquisition of the Property, Inland has requested this Developer's Agreement Estoppel Certificate and Consent (this "Certificate") with respect to certain matters covered under the Developer's Agreement.

- D. As part of the transaction, GenCap Mt. Pleasant, LLC has certified to Inland that GenCap Mt. Pleasant, LLC has complied with all terms, conditions and requirements in the Developer's Agreement (except for those set forth on Exhibit "A" attached hereto) and has not defaulted under, nor otherwise violated the terms set forth in the Developer's Agreement.

In consideration of the recitals set forth above, Community Development Authority of the Village of Mount Pleasant and the Village of Mount Pleasant (collectively, the "Village") hereby certify to Inland and otherwise consent and approve the following as it relates to the Project.

ARTICLE I

Developer's Agreement Performance

Section 1.01 Developer's Agreement. The Developer's Agreement is in full force and effect and has not been modified amended or terminated. To the best knowledge of the Village, GenCap Mt. Pleasant, LLC has no knowledge of any default under the Developer's Agreement and has no knowledge of any event which, with the giving of notice or the passage of time, or both, would constitute a default under the Developer's Agreement. To the best knowledge of the Village, there are no sums currently due or payable under the Developer's Agreement with respect to contributions for shared or reimburseable costs or expenses, including, without limitation, maintenance costs as more particularly stated in the Developer's Agreement and no assessments are pending.

Section 1.02 Assignment. The terms and provisions of the Developer's Agreement are binding upon and inure to the benefit of the heirs, representatives and assigns of GenCap Mt. Pleasant, LLC and are binding on all future owners of all or any part of the Project and shall be deemed covenants running with the land.

Section 1.03 Consent. Village hereby consents to the sale of the Project to Inland.

Section 1.04 Notice. Effective upon Village's receipt of written notice of Inland's acquisition of the Project, all notices, demands or other written communication delivered by the Village under the Developer's Agreements pertaining to the Project or any other instrument applicable to the Project will be delivered to Inland to the following addresses:

Mt. Pleasant Retail Venture DST
c/o Inland Private Capital Corporation
2901 Butterfield Road
Oak Brook, Illinois 60523
Attn: Patricia DelRosso

Copy to: Inland Private Capital Corporation
2901 Butterfield Road
Oak Brook, Illinois 60523
Attn: General Counsel

Section 1.05 Authority. This Certificate is given solely for the information of the party or parties to whom addressed, and it may not be relied upon by any other person or entity. This Certificate shall not create any liability in, or provide any right of action against Village, its officers, directors, agents, employees and representatives, but shall only act to estop Village from making any claims or statements against the party or parties to whom this Certificate is addressed which are contrary to those made herein. Additionally, this certification is made with the knowledge that Inland is about to acquire an ownership interest in the Property. The Village acknowledges and agrees that Inland (including its lender) and their respective successors and assigns shall have the right to rely on the information contained in this Certificate. The undersigned is authorized to execute this Certificate on behalf of the Village.

VILLAGE OF MOUNT PLEASANT
COMMUNITY DEVELOPMENT AUTHORITY

By: Patricia Barlament
Patricia Barlament
Chairperson

Attest: [Signature]
Logan Martin
Executive Director

Date: 3/28/12

VILLAGE OF MOUNT PLEASANT

By: [Signature]
Carolyn A. Milkie
Village President

Attest: [Signature]
Veronica Rudychew
Village Clerk-Treasurer

Date: 03.29.12

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this 28th day of March, 2012, Patricia Barlament and Logan Martin, Chairman and Executive Director of the Village of Mount Pleasant Community Development Authority, to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said Community Development Authority.

Susan Stearns
Notary Public, Racine County, WI
My Commission: *9/13/2015*

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this 29th day of March, 2012, Carolyn A. Milkie and Veronica Rudychev, President and Clerk of the Village of Mount Pleasant, to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said Village.

Susan Stearns
Notary Public, Racine County, WI
My Commission: *9/13/2015*

Drafted by:
David P. Juberlier
Reinhart Boerner Van Deuren S.C.

EXHIBIT "A"

1. Second lift of asphalt on Lot 3
2. Landscaping of the three (3) monument signs
3. Replacement of dead or missing plant materials on any of Lots 1-4 identified by the Village and communicated to GenCap no later than April 30, 2012.
4. Landscape deficiencies and exterior painting of bollards and dumpster enclosure gates on Lot 3
5. As-Built Plans in digital format, compatible with Village GIS system

WAIVER OF NOTICE AND
HEARING THEREON AND
CONSENT TO IMPOSITION OF
ASSESSMENT

DOCUMENT # 2268702
RACINE COUNTY REGISTER OF DEEDS
November 18, 2010 4:45 PM

James A. Ladwig

Document Number

Document Title

JAMES A. LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 4



Recording Area

Name and Return Address
ATTY. JOHN G. SHANNON
7200 WASHINGTON AVE., STE
102
RACINE, WI 53406

30-4

151-03-22-24-032-021

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT-DO NOT REMOVE

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

Document Number

Document Title

**WAIVER OF NOTICE AND HEARING THEREON
AND CONSENT TO IMPOSITION OF
ASSESSMENT**

Parcel ID #151-03-22-24-032-021

WHEREAS, the undersigned is the owner of the property described in annexed Exhibit "A",
and

WHEREAS, the Village of Mt. Pleasant intends to improve the undersigned's property by
constructing improvements to Timber Road and area storm water facilities, and

WHEREAS, upon final approval of the above plans by the Village Board, a special assessment
procedure pursuant to Chapter 66, Wis. Stats. and further pursuant to the police powers of the
Village of Mt. Pleasant will be instituted to impose the assessable cost thereof on all land owners
being benefitted, and

WHEREAS, the undersigned's property (Exhibit A) will be improved by such project,

NOW, THEREFORE, the undersigned does hereby waive notice and hearing thereon and
consents to the imposition of the charge and/or special assessment covering the improvement above
described which would otherwise be specially assessed to them, provided only that the Village does
initiate special assessment proceedings and all based upon applicable law and in particular, Wis. Stat.
Sec. 66.0701 through 66.0733.

In the event that the assessed amount is not paid when charged, the delinquent charge shall
become a lien against the undersigned's real estate as of the date of such delinquency and shall

automatically be extended on the next tax roll as a delinquent tax against said property pursuant to Wis. Stat. Sec. 66.0701(1), 66.0717, and 66.0703(13).

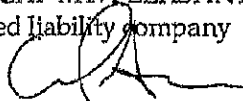
As owner, the undersigned hereby waives notice and consents to the imposition of the charges when imposed and consents to the recording of this document in the office of the Register of Deeds of Racine County, Wisconsin.

As owner, the undersigned, waives any and all rights to appeal the assessment Per 66.0703(12)(a) through (f), Wis. Stats.

This document and the terms thereof shall be binding on the undersigned as well as its heirs, successors and assigns.


Dated: November 10, 2010.

GENCAP MT. PLEASANT SHOPS LLC, a Wisconsin
limited liability company



Michael D. Weiss, Manager

Subscribed and sworn to before me
this 10th day of November, 2010.


Notary Public, Racine County, Wisconsin.
My commission is/~~expires~~ permanent

Drafted by:
Attorney John G. Shannon
7200 Washington Avenue, Suite 102
Racine WI 53406
(262) 637-1260
Wisconsin State Bar #1017533

Lot 2 of Certified Survey Map No. 3004, recorded on October 28, 2010, as Document No. 2266412, a division of part of the Southeast 1/4 of the Southeast 1/4 of Section 23, and part of the Southwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the Village of Mount Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 151-03-22-24-032-021



DECLARATION OF
EASEMENTS, COVENANTS,
CONDITIONS AND
RESTRICTIONS

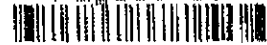
DOCUMENT # 2268688
RACINE COUNTY REGISTER OF DEEDS
November 18, 2010 4:36 PM

James A. Ladwig

Document Number

Document Title

JAMES A. LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 17



Recording Area

Name and Return Address
BRAD DALLEY
WHYTE HIRSCHBOECK
555 E. WELLS STREET, #1900
MILWAUKEE WI 53202

np-17

51-151-03-22-23-032-000 + Attached

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT-DO NOT REMOVE

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

CONFIDENTIAL

**DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made and entered into as of the 9 day of March, 2010 by GENCAP MT. PLEASANT, LLC ("Declarant").

RECITALS

- A. Declarant is the owner developer of the Shopping Center (as defined below).
- B. The Shopping Center consists of four separate parcels of land; namely, a retail grocery store parcel (the "Roundy's Parcel"), and three (3) outlot (the "Outlots"). The Roundy's Parcel and Outlots are described on the attached Exhibit A.
- C. The Roundy's Parcel and Outlots are individually referred to herein as a "Parcel" and collectively as the "Parcels." The Parcels are collectively referred to herein as the "Shopping Center." Attached hereto as Exhibit B is a site plan ("Site Plan") that depicts the Shopping Center.
- D. Declarant has entered into a lease with Roundy's Supermarkets, Inc. ("Roundy's") with respect to the Roundy's Parcel ("Roundy's Lease").
- E. Declarant desires to establish for itself, its successors and assigns and the owners ("Owners") and occupants ("Occupants") from time to time of portions of the Shopping Center, and their respective subtenants, licensees, contractors, concessionaires, suppliers, agents, employees, customers and invitees (collectively, "Permittees"), certain easements, rights, privileges and restrictions in order to provide for the development, and harmonious and complementary use, of the Shopping Center.

NOW, THEREFORE, Declarant hereby declares that the Shopping Center shall be held and occupied subject to the covenants, conditions, restrictions and easements as follows:

1. Definition and Grants of Easements.

(a) For the purposes of this Declaration, all of the area within the Shopping Center to be used in common by the Owners, Occupants and Permittees shall be referred to as "Common Area". A depiction of the Common Area is set forth on the Site Plan. The Common Area includes, but is not limited to, all sidewalks, walkways, aisles, vehicular driveways, landscaped areas, and entrances and exits to and from the Shopping Center, all as depicted on the Site Plan.

(b) Declarant hereby grants to the Owners of the Parcels in the Shopping Center, and their Occupants from time to time, and their Permittees, a non-exclusive easement for pedestrian and vehicular use (except for parking) and the right and privilege to use all of the facilities located in the Common Area now or at any time hereafter constructed upon the Parcels

in the Shopping Center for the purpose for which such facilities are intended namely for ingress and egress and providing access to and from public and private rights-of-way in connection with the use of the Shopping Center. Notwithstanding anything to the contrary contained herein, the foregoing does not reserve or constitute the grant of a parking easement in favor of a Parcel's Owners, Occupants or Permittees over another Parcel in the Shopping Center; provided, however, neither the Owner nor an Occupant of a Parcel in the Shopping Center nor its Permittees shall have the right to barricade, fence or otherwise obstruct the passage of vehicles from its Parcel to other Parcels in the Shopping Center, except as specifically permitted hereunder.

(c) In the event the Owner or Occupant of a Parcel in the Shopping Center reasonably requires an easement for utilities over another Owner's Parcel, such Owners and Occupants shall reasonably cooperate with each other and act in good faith in connection with the granting of such an easement.

(d) Subject to the easements herein granted, each Owner and Occupant of a Parcel in the Shopping Center may with respect to its Parcel (i) make improvements and repairs to the Common Area located on its respective Parcel and do all acts in connection therewith, including without limitation, the temporary closing of such areas; (ii) impose reasonable rules and regulations relative to the use of such Common Area including, without limitation, rules and regulations addressing the closure of portions of the Common Area for seasonal sales, the creation of delivery facilities adjacent to an Owner's or Occupant's premises for the exclusive use of an Owner, its Occupants or Permittees, the imposition of speed limits, the limitation on use by heavy vehicles to drive lanes, and the installation of traffic control devices; (iii) enter into agreements with governmental authorities to enforce traffic regulations; (iv) provide traffic lanes to delineate and control the flow of traffic, and provide for the striping of traffic lanes; and (v) temporarily close any part of such Common Area for the purpose of making repairs, changes or for the prevention of the acquisition of public rights in and to such areas.

2. Operation and Maintenance of Common Area and Improvements.

(a) Each Owner of a Parcel in the Shopping Center shall, at its sole cost and expense, keep, maintain, replace and repair the Common Area located on its Parcel in good order, condition and repair, and in a clean, neat, attractive and sightly manner, including, without limitation, keeping all driveways, sidewalks, walkways and landscaping, at all times, in a clean, uncluttered, orderly and sanitary condition, removing promptly all snow and ice and furnishing, installing and keeping in good repair the lighting equipment and repairing, replacing and renewing such Common Area and lighting equipment as may be required. In the event a Parcel is not developed, the Owner shall insure that it remains in an attractive condition, graded and seeded, so as not to detract from the aesthetic appeal of the Shopping Center as a whole. The Owners, Occupants and Permittees shall not (i) interfere with, obstruct, inhibit or otherwise adversely affect one another's use and enjoyment of the Common Area or the rights granted under this Declaration with respect to the Common Area, (ii) create any nuisance upon or illegally use the Common Area, or (iii) violate any applicable law, ordinance, rule, regulation, permit or code with respect to the Common Area or the rights granted under this Declaration with respect to the Common Area; provided the foregoing three (3) prohibitions shall not prohibit the normal business operations of a typical Roundy's store in the Shopping Center.

Each Owner shall pay all real estate taxes and assessments levied against its Parcel before they become delinquent.

(b) Any charges attributed to the Shopping Center for storm water management of more than one Parcel, or any costs or expenses incurred in operating or maintaining a multi-tenant sign on the Shopping Center for more than one Parcel, shall be shared pro-rata among the benefitting Owners in accordance with the amount of acreage in each Owner's Parcel.

(c) Notwithstanding anything to the contrary herein, during such time as the Roundy's Lease remains in effect, Roundy's shall be responsible for all of the obligations of the Owner of the Roundy's Parcel set forth in this paragraph 2.

3. Covenants Run With the Land. The easements, rights, privileges, covenants, conditions and restrictions contained herein shall be deemed to be covenants running with the land. If any Parcel is hereinafter divided into two or more lots, all of the Owners of said Parcel shall be entitled to the benefits of the easements, rights and privileges granted hereunder and all of said Owners shall be burdened by the easements, rights and privileges imposed hereunder. Nothing in this Declaration shall prohibit or restrict an Owner from dividing its Parcel into two or more lots in accordance with applicable governmental ordinances. The easements, covenants, rights, privileges, benefits and obligations created hereby shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns; provided, however, that upon the transfer of ownership of any Parcel, the liability of the transferor for breach of any covenant or obligation occurring thereafter shall automatically terminate.

4. Duration. Except as otherwise provided herein, each easement, covenant, restriction and undertaking of this Declaration shall be perpetual.

5. Modification Provisions. Except as otherwise specifically provided for herein, this Declaration may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the consent of (a) the Owners of all the Parcels and (b) Roundy's and its successors and assigns, as long as the Roundy's Lease is in effect. Any modification shall be in writing and duly recorded in the office of the Register of Deeds of Racine County.

6. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by nationally recognized overnight courier company, providing for delivery with a receipt for the initial parties subject to the terms and provisions of this Declaration as follows:

Declarant:

GenCap Mt. Pleasant, LLC
c/o General Capital Group
6938 North Santa Monica Boulevard
Fox Point, WI 53217
Attn: Michael Weiss

Copy to:

Reinhart Boerner Van Deuren S.C.
P.O. Box 2965
Milwaukee, WI 53201-2965

Attn: William Cummings

Roundy's:

Overnight Courier:
Roundy's Supermarkets, Inc.
875 East Wisconsin Avenue, MS 3300
Milwaukee, WI 53202-5402
Attn: Daniel Farrell

U.S. Mail:
Roundy's Supermarkets, Inc.
P.O. Box 473, MS 3300
Milwaukee, Wisconsin 53201
Attn: Dan Farrell

Copy To:

Whyte Hirschboeck Dudek S.C.
555 East Wells, Suite 1900
Milwaukee, WI 53202
Attn: Brad Dallet

Notice shall be deemed given upon receipt or refusal to accept delivery. Each Parcel Owner may change from time to time its address for notices hereunder by delivery of a change of address notice in the manner specified herein or to add additional parties in the case of a sale of all or a portion of its Parcel.

7. Breach Shall Not Permit Termination. No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise to terminate this Declaration, but such limitation shall not affect in any manner, any other rights or remedies which such Owner may have hereunder by reason of any such breach. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value but such covenants or restrictions shall be binding upon and effective against such Owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. In the event of a breach of this Declaration, each Owner shall be entitled to injunctive or other equitable relief to enjoin the breach or threat of this Declaration.

8. Indemnity/Release. The Owners of each Parcel shall indemnify, defend and hold one another harmless against, and release each other from, all claims for injury or death to persons or damage to or loss of property due to the negligence or willful misconduct of such Parcel Owner, its Occupants or Permittees. This indemnification and release shall be applicable notwithstanding any party's failure to insure as required herein.

9. Self-Help. In addition to all other remedies available in law or in equity, upon the failure of a defaulting Parcel Owner to cure a breach of this Declaration within thirty (30) days following written notice (except in the case of an emergency, in which case, written notice will be given as soon as possible) thereof by Declarant, a non-defaulting Parcel Owner or Roundy's (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Parcel Owner shall commence such cure within such 30-day period, and thereafter diligently prosecute such cure to completion), then Declarant, a non-

defaulting Parcel Owner or Roundy's shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Parcel Owner and be reimbursed by such defaulting Parcel Owner upon demand for the reasonable documented costs thereof, together with interest, at the "prime rate" of interest in effect when the payment was due, as published in the Wall Street Journal, plus five (5%) percent (not to exceed the maximum rate of interest allowed by law). Any sum not so reimbursed by the defaulting Parcel Owner shall constitute a lien against such Owner's Parcel.

10. Insurance. Each Owner of a Parcel in the Shopping Center shall maintain in full force and effect throughout the term of this Declaration, a comprehensive public liability insurance policy covering all of the Common Area on such Owner's Parcel with a combined single limit of \$5,000,000 for injury to or death of persons and loss of or damage to property, which limit shall be updated every five (5) years based upon increases in the Consumer Price Index in effect as of the date of recording of this Declaration for Racine, Wisconsin. Each Owner of a Parcel in the Shopping Center and, if requested by an Owner, such Owner's mortgagee or mortgagees, shall be named as an additional insured on such policy and a certificate evidencing such coverage shall be furnished to each other Owner concurrently with an Owner's acquisition of a Parcel in the Shopping Center and not less than thirty (30) days prior to the expiration of the term of such coverage. In the event of a casualty, each Owner of a Parcel shall within a commercially reasonable time restore its improvements to the condition required by this Declaration or if such Owner does not elect to rebuild, remove all debris from its Parcel and maintain the Parcel in a clean, neat, attractive and sightly manner.

11. Exclusives. Roundy's and its successors and assigns (including any future Owner, Occupant or Permittee of the Roundy's Parcel) shall have the exclusive right to operate a retail grocery supermarket and/or liquor store in the Shopping Center. Except as otherwise specified herein, Declarant and its successors and assigns shall not lease, sell or otherwise transfer any space, other than the Roundy's Parcel, in the Shopping Center for use, or permit any Occupant to use, any space therein as a retail grocery supermarket, packaged liquor store or for the sale of any food products including, but not limited to, groceries, meats, produce, frozen foods, dairy products, fruit, liquor, beer, wine, soda, bakery goods, delicatessen items, tobacco products or prescription and non-prescription pharmaceutical items ("Food Products"); however, the Owner of any Parcel in the Shopping Center shall have the right to occupy or lease space: (i) to Occupants as a department store who may use an "incidental" portion of its leased premises for the sale of Food Products; (ii) to other Occupants who sell food and/or alcoholic beverages to be consumed primarily within their premises, including, without limitation, fast food restaurants including those with drive-thru windows (such as McDonalds, Burger King, etc.), fast casual restaurants (such as Qdoba, Noodles & Co., Cozi), to Jimmy Johns, Subway, Quiznos, or such similar sandwich shop as such shops are operated as of the date of this Declaration, or to Starbucks, Stone Creek Coffee, or such other similar coffee shop, as such shops are operated as of the date of this Declaration; (iii) to a sit-down, dine in restaurant such as Friday's, Ruby Tuesdays or Outback Steak House; and (iv) to any other Occupants who may use an "incidental" portion of its premises for the sale of ice cream, candy, nuts, popcorn, pretzels, so-called health and natural foods, donuts, cookies and sandwiches. For purposes of the foregoing restriction, the term "incidental" shall mean the lesser of (i) ten percent (10%) of the ground floor area within an Occupant's premises or (ii) 1,000 square feet.

12. Noxious Uses. No Owner of a Parcel in the Shopping Center shall permit its Parcel to be used for a noxious use, including without limitation, any of the uses that are described on attached Exhibit C or allow its Parcel to be used in a manner that would constitute a nuisance to another Parcel Owner, provided nothing contained herein shall prohibit the normal business operation of a typical Roundy's in the Shopping Center. Furthermore, the Shopping Center and any buildings or other improvements to be erected thereon shall be used only for commercial, industrial, warehouse and retail and wholesale sales purposes and for no other purpose whatsoever, notwithstanding that other uses may be permitted by the applicable zoning or other ordinances now or in the future affecting the Shopping Center. Further, notwithstanding any of the foregoing and even though such may constitute a "commercial" or other permitted use, in no event shall any portion of the Shopping Center be used for any residential purposes, playgrounds, parks or other outdoor recreational activities, school, elder care facilities, nursing home or hospital (not precluding urgent care facilities, physicians offices or medical clinics).

13. Hazardous Materials. No Owner of a Parcel shall permit its Parcel to be used for the storage, maintenance or use of any Hazardous Material (other than cleaning materials and supplies) unless used in compliance with applicable Environmental Laws. For purposes hereof, "Hazardous Material" means and includes, without limitation, any substance, material, waste, gas or particulate material which is regulated by any local governmental authority, the State of Wisconsin or the United States government, including but not limited to, any material or substance which is included within the definitions of "hazardous material," "hazardous substance," "extremely hazardous substance," "hazardous waste," "restricted hazardous waste," "toxic substance," "solid waste," "pollutant" or "contaminant" in any Environmental Laws; and those other substances, materials and wastes which are or become regulated under any Environmental Laws, or which are or become classified as hazardous or toxic by any Environmental Laws. For purposes hereof, "Environmental Laws" means and includes, without limitation, any federal, state or local law, statute, regulation or ordinance and any order, judgment or decree of any court or administrative body now or hereafter enacted or issued, relating to any Hazardous Material or pertaining to health, industrial hygiene or the environmental or ecological conditions on, under or about the Shopping Center, including without limitation each of the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 6901, et seq.; the Toxic Substance Control Act, as amended, 15 U.S.C. § 2601 et seq.; Wisconsin Statutes Chapters 281 through 292 and 299; the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.; the Federal Hazardous Materials Transportation Act, 49 U.S.C. § 1501 et seq.; the National Environmental Policy Act of 1975, as amended, 42 U.S.C. § 4321 et seq.; and the rules, regulations and ordinances of the U.S. Environmental Protection Agency, the Wisconsin Department of Natural Resources, the Wisconsin Department of Commerce and the County of Racine and of all other agencies, boards, commissions and other governmental bodies and officers having jurisdiction over the Shopping Center or the use or operation thereof.

14. Outlot Building Restrictions. Each Owner of an Outlot shall have the right to construct a building on the Outlot, provided the Owner of the Outlot shall comply with the following restrictions:

(a) Only a one-story building, the height of which shall not exceed twenty (20) feet (with accent features up to twenty-four (24) feet) above the grade of the parking lot of the Shopping Center, may be constructed on the Outlot.

(b) The parking to be provided for the Outlot shall be contained entirely within the boundaries of the Outlot and shall comply with zoning codes. In the event the Outlot is sold, the Declarant may not, without Roundy's prior written consent, grant any easement over the Roundy's Parcel to the new owner of the Outlot for the purpose of parking automobiles or other vehicles on the parking lot constituting part of the Roundy's Parcel. In the event that the Declarant breaches the covenant set forth in the foregoing sentence, such easement shall automatically be deemed null and void.

15. Enforcement. Declarant shall have the right to enforce all of the terms of this Declaration, and, during such term as the Roundy's Lease is in effect, Roundy's shall have the right to enforce the terms of paragraphs 11, 12 and 14 of this Declaration, and both parties may exercise any and all available remedies, including, without limitation, the right to enjoin any violation by any Parcel Owner or Occupant. Declarant and Roundy's shall have the right to recover any and all costs and expenses that Declarant or Roundy's incurs in connection with any attempt by Declarant or Roundy's to enforce this Declaration, including reasonable attorneys' fees.

16. Parking Ratio. Each Owner of a Parcel within the Shopping Center agrees that at all times there shall be independently maintained on each Parcel a parking area sufficient to comply with any applicable governmental regulations without relying on any parking spaces in another Parcel.

17. Miscellaneous. If any clause, sentence or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion thereof shall remain in full force and effect. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity. This Declaration shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to its conflicts of law rules.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year first above written.

[signature pages to follow]

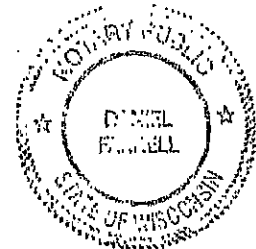
GENCAP MT. PLEASANT, LLC

BY [Signature]
Its Agent MICHAEL WEISS

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 9 day of March, 2010, the above-named Michael Weiss to me known to be the Agent of GenCap Mt. Pleasant, LLC, who executed the foregoing instrument and acknowledged the same as the deed of said company.

Daniel Farrell
Daniel Farrell
Notary Public, State of Wisconsin
My Commission: 1-29-2012



Consent of Roundy's Supermarkets, Inc.

Roundy's Supermarkets, Inc.

By: Edward G. Kitz
Group V.P. - Legal, Risk & Treasury

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 9 day of March, 2010, the above-named Edward G. Kitz to me known to be the Group Vice President of Roundy's Supermarkets, Inc., who executed the foregoing instrument and acknowledged the same as the deed of said company.

Daniel Farrell
Daniel Farrell
Notary Public, State of Wisconsin
My Commission: 1-29-2012

DRAFTED BY: BRAD CALLET

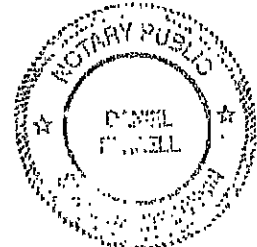


EXHIBIT A

LEGAL DESCRIPTION OF SHOPPING CENTER

1. Legal Description of Roundy's Parcel: [To be inserted]
2. Legal Description of Outlots: [To be inserted]

EXHIBIT A

Lot 4 of Certified Survey Map No. 3004, recorded on October 28, 2010, as Document No. 2266412, a division of part of the Southeast 1/4 of the Southeast 1/4 of Section 23, and part of the Southwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the Village of Mount Pleasant, County of Racine, State of Wisconsin.

Part of Tax Key No: 51-51-03-22-23-032-000 and

Part of Tax Key No: 51-51-03-22-24-023-000

151-03-22-24-032-041 Lot 4

2.

EXHIBIT A

Lots 1 and 3 of Certified Survey Map No. 3004, recorded on October 28, 2010, as Document No. 2266412, a division of part of the Southeast 1/4 of the Southeast 1/4 of Section 23, and part of the Southwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the Village of Mount Pleasant, County of Racine, State of Wisconsin.

Part of Tax Key No: 51-51-03-22-23-032-000 and

Part of Tax Key No: 51-51-03-22-24-023-000

151-03-22-24-032-011 Lot 1
151-03-22-24-032-031 Lot 3

2.

EXHIBIT A

Lot 2 of Certified Survey Map No. 3004, recorded on October 28, 2010, as Document No. 2266412, a division of part of the Southeast 1/4 of the Southeast 1/4 of Section 23, and part of the Southwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the Village of Mount Pleasant, County of Racine, State of Wisconsin.

Part of Tax Key No: 51-151-03-22-23-032-000 and

Part of Tax Key No: 51-151-03-22-24-023-000

151-03-22-24-032-021 Lot 2

EXHIBIT B

SITE PLAN

Exhibit B

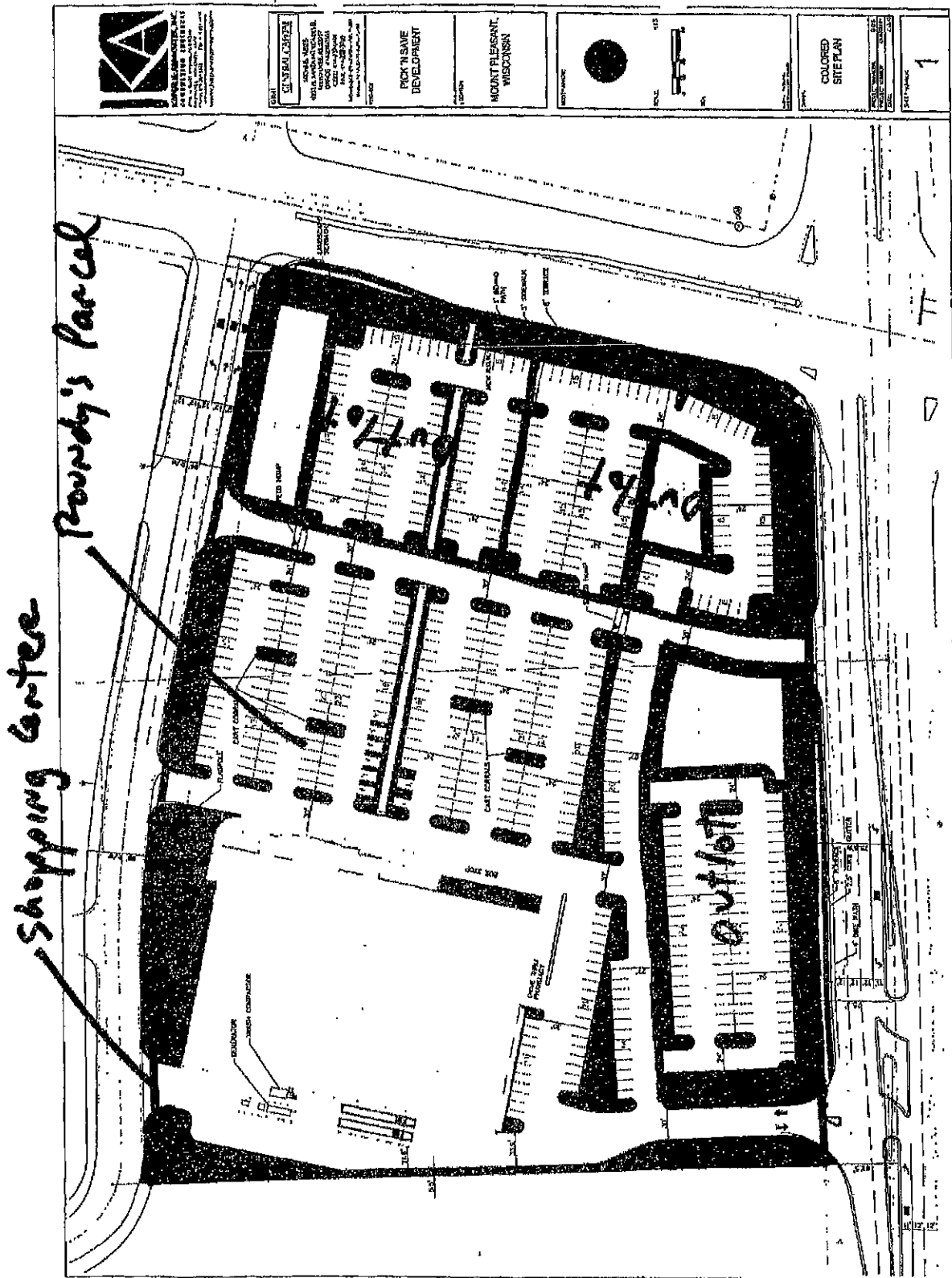


EXHIBIT C

NOXIOUS USES

- (i) Any use which emits an obnoxious odor, noise or sound which can be heard or smelled outside any building.
- (ii) A business primarily used as a distilling, refining, smelting, agricultural or mining operation.
- (iii) Any pawn shop.
- (iv) Any mobile home park, trailer court, labor camp, junkyard, or stockyard; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance.
- (v) Any dumping, disposing, incineration or reduction of garbage; provided, however, this prohibition shall not be applicable to garbage compactors located near the rear of any building.
- (vi) Any fire sale or bankruptcy sale (unless pursuant to a court order) operation which is not temporary in nature and time.
- (vii) Any bowling alley or skating rink.
- (viii) Any movie theater or live performance theater.
- (ix) Any hotel, motel, short or long term residential use, including but not limited to: single family dwellings, townhouses, condominiums, other multi-family units, and other forms of living quarters, sleeping apartments or lodging rooms.
- (x) Any veterinary hospital or animal raising or boarding facility; provided, however, this prohibition shall not be applicable to pet shops. Notwithstanding the forgoing exception, any veterinary or boarding services provided in connection with the operation of a pet shop shall only be incidental to such operation; the boarding of pets as a separate customer service shall be prohibited; all kennels, runs and pens shall be located inside the building; and the combined incidental veterinary and boarding facilities shall occupy no more than fifteen percent (15%) of the floor area of the pet shop.
- (xi) Any mortuary or funeral home.
- (xii) Any establishment selling or exhibiting pornographic materials or which sells drug-related paraphernalia or which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff and/or any massage parlors or similar establishments.
- (xiii) Any flea market, amusements or video arcade or pool or billiard hall.
- (xiv) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor, table games such as blackjack or poker, slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall. Notwithstanding the forgoing, this prohibition shall not be applicable to government sponsored gambling activities, so long as such activities are incidental to the business operation being conducted by the occupant.

FIRST AMENDMENT TO DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS &
RESTRICTIONS

Document #: 2288983

Date: 07-14-2011 Time: 10:44 AM Pages: 24

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Chicago Title Insurance Company

Register of Deeds: RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies
this document has been electronically
recorded and returned to the submitter.**

Document Number

Document Title

Recording Area

Name and Return Address

REINHART BOERNER VAN DUAREN SC
DAVID JUBELIRER
1000 N. WATER ST., STE 1700
MILWAUKEE, WI 53202

Part of 151-03-22-23-032-000

Parcel Identification Number (PIN)

Part of 161-03-22-24-023-000

THIS PAGE IS PART OF THIS LEGAL DOCUMENT-DO NOT REMOVE

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

**FIRST AMENDMENT TO DECLARATION
OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is entered into as of the 22nd day of June, 2011 (the "Effective Date"), by **GENCAP MT. PLEASANT, LLC**, a Wisconsin limited liability company ("Declarant")

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Easements, Covenants, Conditions and Restrictions dated March 9, 2010, as consented to by Roundy's Supermarkets, Inc. ("Roundy's"), recorded on November 18, 2010 as Document No. 2268688, Public Records of Racine County, Wisconsin (the "Declaration");

WHEREAS, prior to the date of this Amendment, Declarant conveyed portions of the Shopping Center to certain of its affiliates as follows: (a) Declarant conveyed the Outlot designated as "Lot 1" on Exhibit "A" attached hereto (the "Site Plan") and more particularly described on Exhibit "B" attached hereto to GenCap Mt. Pleasant Outlot NE, LLC, a Wisconsin limited liability company ("Lot 1"), (b) Declarant conveyed the Outlot described on Exhibit "C" attached hereto and designated as "Lot 2" on the Site Plan to GenCap Mt. Pleasant Shops, LLC, a Wisconsin limited liability company ("Lot 2"), and (c) Declarant conveyed the Outlot described on Exhibit "D" attached hereto and designated as "Lot 3" on the Site Plan to GenCap Mt. Pleasant Outlot SW, LLC, a Wisconsin limited liability company ("Lot 3");

WHEREAS, the term "Outlot" as used in the Declaration shall refer to Lot 1, Lot 2 and Lot 3, individually, and the term "Outlots" as used in the Declaration shall refer to Lot 1, Lot 2 and Lot 3, collectively;

WHEREAS, as of the date of this Amendment, GenCap Mt. Pleasant Outlot NE, LLC has entered into a purchase and sale agreement to convey Lot 1 to GMRI, Inc. ("GMRI");

WHEREAS, as of the date of this Amendment, GenCap Mt. Pleasant Outlot SW, LLC ("Lot 3 Owner") has entered into a ground lease to lease Lot 3 to Texas Roadhouse, Inc., a Delaware corporation ("Texas Roadhouse").

WHEREAS, in connection with the purchase and sale of Lot 1 to GMRI and the lease of Lot 3 to Texas Roadhouse, Declarant agreed to amend the Declaration in accordance with the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Developer, for itself, its successors and assigns, hereby declares that the Declaration is amended as follows:

1. Lot 1 Development Restrictions.

a. Any building constructed on Lot 1 shall be not exceed twenty feet (20') in height (with accent features up to twenty-six feet [26'] not to exceed twenty-five percent [25%] of the linear footage of each wall).

b. The building constructed on Lot 1 shall not exceed 6,500 square feet (measured from the outside edge of all exterior structural walls).

c. Notwithstanding anything to the contrary contained herein, the Owner of Lot 1 shall be permitted to install a flag pole on Lot 1.

2. Lot 3 Development Restrictions. Notwithstanding the restrictions set forth in Section 14(a) of the Declaration, the Owner of Lot 3 shall be permitted to construct the building (with elevations) as shown on the attached Exhibit "F".

3. Shopping Center Development Restrictions.

a. The access drives designated on the Site Plan as "Permanent Access Drives" shall be continuously open as a permanent access drive. The Permanent Access Drives shall not be changed in any manner which materially adversely affects access to Lot 1 or Lot 2 without the prior written consent of the owner of Lot 1 or Lot 2, respectively, which consent shall not be unreasonably withheld, conditioned or delayed. Temporary closures of the Permanent Access Drives for repairs shall be permitted.

b. The curb cut located on Lot 4 on the western boundary of Lot 3 and designated on Exhibit "A" as the "Permanent Access Point" shall not be closed (except for temporary closures for repairs) or materially relocated without the prior written consent of the owner of Lot 1, which consent shall not be unreasonably withheld, conditioned or delayed.

4. Monument Signs.

a. Declarant has installed or will install two (2) monument signs in the Shopping Center in the locations shown on the Site Plan. The monument sign located at the corner of Timber Drive and Green Bay Road is referred to herein as the "Green Bay Monument" and the monument sign located along Durand Avenue is referred to herein as the "Durand Monument." The Green Bay Monument and the Durand Monument are collectively referred to herein as the "Center Monuments." The Center Monuments shall display the designation of the Owners or Occupants of each Lot as follows: (a) the Owner or Occupant of the Roundy's Parcel shall have the right to the top panel on the Green Bay Monument and the Durand Monument, as shown on Exhibit "F" (the "Sign Plan"), (b) the Owner or Occupant of Lot 1 shall have the right to install its sign panel in the second position on the Green Bay Monument and in the bottom position on the Durand Monument, as shown on the Sign Plan, and (c) the Owner or Occupant of Lot 3 shall have the right to install its sign panel in the second position on the Durand Monument and in the bottom position on the Green Bay Monument, as shown on the Sign Plan. The Owner of Lot 1 shall maintain the structure of the Green Bay Monument and the Owner of Lot 3 shall maintain the structure of the Durand Monument. Notwithstanding the foregoing, in the event either of the Center Monuments requires a major repair or replacement, in the maintaining

Owner's commercially reasonable judgment, then each Owner having the right to install a sign panel on such Center Monument shall reimburse the maintaining Owner for its pro rata share of the cost to repair and/or replace such Center Monument, which pro rata share shall be a fraction, the numerator of which shall be the acreage of the parcel owned by such Owner having a right to place a sign on the Center Monuments and the denominator of which shall be the total acreage of the Lot 1, Lot 3 and the Roundy's Parcel. Each Owner having a sign panel on the Center Monuments shall maintain the sign panel at its sole cost and expense. Once constructed, the Center Monuments may not be taken down, altered or modified without the prior written approval of the Owners of Lot 1, Lot 3 and the Roundy's Parcel and Roundy's, so long as the Roundy's Lease is in effect.

b. The Owner of Lot 2 shall be permitted to install one (1) free-standing monument sign on Lot 2 (the "Lot 2 Monument Sign") in substantially one of the location(s) shown on the Site Plan, which Lot 2 Monument Sign shall be substantially similar in size and configuration to the rendering attached hereto as Exhibit "E-1". The Owner of Lot 2 shall be obligated to maintain the Lot 2 Monument Sign.

c. Except for the Center Monuments and the Lot 2 Monument Sign, no other free-standing signs shall be permitted in the Shopping Center.

5. GMRI Exclusive. No portion of Lot 2, Lot 3 or the Roundy's Parcel or any other property located adjacent to the Shopping Center which is owned or controlled by Declarant (or an affiliate of Declarant) may be used as a seafood restaurant similar to Red Lobster, including but not limited to, Bonefish, McCormick & Schmick, Long John Silver, Captain D's, Joey's Seafood & Grill and other such similar type restaurant concepts. Notwithstanding the foregoing, (a) so long as the Roundy's Lease is in full force and effect, Roundy's (and its permitted successor and assigns under the Roundy's Lease) shall not be subject to the foregoing restriction, and (b) any single occupant of greater than 30,000 square feet of floor area on the Roundy's Parcel shall not be subject to the foregoing restriction.

6. Texas Roadhouse Exclusive. So long as the Texas Roadhouse lease is in full force and effect and provided Texas Roadhouse is occupying Lot 3 for purposes of operating a Steakhouse (as hereinafter defined) and is not in default under its lease (beyond any applicable notice and/or cure periods), no portion of the Shopping Center shall be leased, sold, occupied, used or operated as a Steakhouse, or for the advertisement of any such restaurant. The foregoing restriction shall not apply to (i) any tenant of the Shopping Center pursuant to a lease that was executed prior to the date of the Texas Roadhouse lease, or to any subtenant or assignee thereof, to the extent such lease allows the tenant to operate as a Steakhouse (provided, however, that to the extent Lot 3 Owner has the right to withhold consent to a change in use by any existing tenant to a use that would violate this exclusive, Lot 3 Owner will withhold such consent), or (ii) the incidental sale of steaks and ribs by any existing tenant, owner or occupant or future tenant, owner or occupant featuring a varied-theme menu such as, by way of example only, O'Charley's. For purposes of this Section 6, "Steakhouse" shall mean a full service restaurant featuring steaks, ribs and related menu items.

7. Notices. All notices to the Owner of Lot 1 under the Declaration shall be sent to the following address:

GMRI, Inc.
c/o Darden Restaurants, Inc.
ATTN: Property Law Administration
1000 Darden Center Drive
Orlando, FL 32837
FACSIMILE NO.: (407) 245-6415

With a copy to:

GMRI, Inc.
c/o Darden Restaurants, Inc.
ATTN: General Counsel
1000 Darden Center Drive
Orlando, FL 32837
FACSIMILE NO.: (407) 245-6415

8. Conflicts/Ratification. If there is any conflict between the provisions of the Declaration and this Amendment, the provisions of this Amendment shall control. Except as amended and supplemented by this Amendment, the Declaration is ratified by Declarant and remains in full force and effect.

9. Entire Agreement. This Amendment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements pertaining thereto.

10. Captions; Capitalized Terms. Except as otherwise expressly provided herein, capitalized terms used in this Amendment have the same meanings assigned thereto in the Declaration. The captions set forth herein are for convenience only and are not a part of this Amendment.

11. Counterparts. This Amendment may be executed in counterparts or with counterpart signature pages, and, upon execution by all parties, constitutes one integrated agreement.

(Signature Appears On The Following Page)

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the day and year first above written.

GENCAP MT. PLEASANT, LLC,
a Wisconsin limited liability company

By: Stephen Sirkis
Name: Stephen Sirkis
Title: Authorized Agent

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

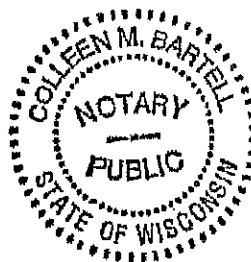
I, Colleen M Bartell, a Notary Public of the County and State aforesaid, certify that Stephen Sirkis personally came before me this day and acknowledged that he is the Authorized Agent of GENCAP MT. PLEASANT, LLC, a Wisconsin limited liability company, and that he, as Authorized Agent, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and notarial stamp or seal, this 29th day of June, 2011.

Colleen M Bartell
Notary Public

My commission expires: 11/24/2013

[NOTARIAL SEAL]



Prepared by Abbye Goodling

**CONSENT AND JOINDER
FOR
FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

Pursuant to Section 5 of the Declaration, the undersigned hereby consents to this First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions.

Roundy's Supermarkets, Inc.,
a Wisconsin corporation

By: *Edward G. Kitz*
Name: Edward G. Kitz
Title: Group VP Legal, Risk & Treasury

STATE OF Wisconsin

COUNTY OF Milwaukee

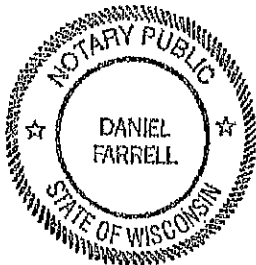
I, Daniel Farrell, a Notary Public of the County and State
aforesaid, certify that Edward G. Kitz personally came before me this day and
acknowledged that he/she is the Group VP of Roundy's Supermarkets, Inc., a
Wisconsin corporation, and that he, as Group VP, being
authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial stamp or seal, this 29 day of June,
2011.

Daniel Farrell
Notary Public

My commission expires: 1-29-2012

[NOTARIAL SEAL]



**CONSENT AND JOINDER
FOR
FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

Pursuant to Section 5 of the Declaration, the undersigned, as the Owner of Lot 1, hereby consents to this First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions.

**GenCap Mt. Pleasant Outlot NE, LLC, a
Wisconsin limited liability company**

By: Stephen Sirkis
Name: Stephen Sirkis
Title: Authorized Agent

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

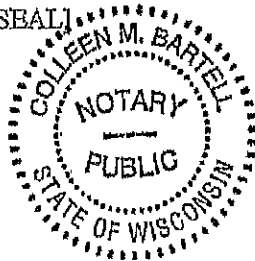
I, Colleen M Bartel, a Notary Public of the County and State aforesaid, certify that Stephen Sirkis personally came before me this day and acknowledged that he is the Authorized Agent of GenCap Mt. Pleasant Outlot NE, LLC, a Wisconsin limited liability company, and that he, as Authorized Agent, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and notarial stamp or seal, this 29th day of June, 2011.

Colleen M Bartel
Notary Public

My commission expires: 11/24/2013

[NOTARIAL SEAL]



**CONSENT AND JOINDER
FOR
FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

Pursuant to Section 5 of the Declaration, the undersigned, as the Owner of Lot 2, hereby consents to this First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions.

**GenCap Mt. Pleasant Shops, LLC, a Wisconsin
limited liability company**

By: Stephen Sirkis
Name: Stephen Sirkis
Title: Authorized Agent

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

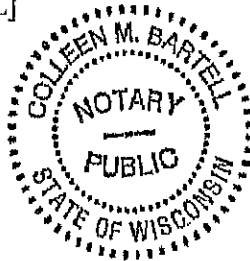
I, Colleen M Bartell, a Notary Public of the County and State aforesaid, certify that Stephen Sirkis personally came before me this day and acknowledged that he is the Authorized Agent of GenCap Mt. Pleasant Shops, LLC, a Wisconsin limited liability company, and that he, as Authorized Agent, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and notarial stamp or seal, this 29th day of June, 2011.

Colleen M Bartell
Notary Public

My commission expires: 11/24/2013

[NOTARIAL SEAL]



**CONSENT AND JOINDER
FOR
FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

Pursuant to Section 5 of the Declaration, the undersigned, as the Owner of Lot 3, hereby consents to this First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions.

GenCap Mt. Pleasant Outlot SW, LLC, a
Wisconsin limited liability company

By: Stephen Girkis
Name: Stephen Girkis
Title: Authorized Agent

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

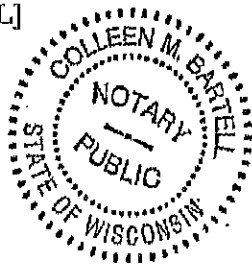
I, Colleen M Bartell, a Notary Public of the County and State aforesaid, certify that Stephen Girkis personally came before me this day and acknowledged that he is the Authorized Agent of GenCap Mt. Pleasant Outlot SW, LLC, a Wisconsin limited liability company, and that he, as Authorized Agent, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and notarial stamp or seal, this 29th day of June, 2011.

Colleen M Bartell
Notary Public

My commission expires: 11/24/2013

[NOTARIAL SEAL]



**CONSENT AND SUBORDINATION
TO
FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

Associated Bank, National Association (the "Lender") is the mortgagee under that certain mortgage from GenCap Mt. Pleasant, LLC to Lender, dated November 10, 2010 and recorded on November 18, 2010, as Document No. 2268692 in the Racine County Register's Office (the "Mortgage"). By executing this instrument, the undersigned hereby (i) consents to the execution, delivery and recordation of the Restrictive Covenant and Easement Agreement to which this instrument is attached (the "Agreement") and (ii) subordinates the lien of the Mortgage and the debt secured thereby to the Agreement with the same force and effect as if the Agreement were made and placed of record prior to such Mortgage.

Lender represents and warrants that it has the full capacity, right, power and authority to execute and deliver this Consent and Subordination, and all required actions, consents and approvals therefore have been duly taken and obtained.

Associated Bank, National Association
a national banking association

By: _____

Name: Linda M. Groll

Title: Vice President

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

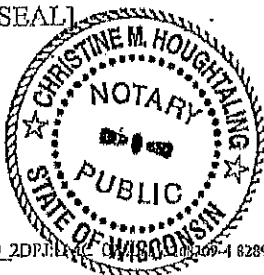
I, Christine M. Houghtaling, a Notary Public for the aforesaid County and State, certify that Linda M. Groll personally came before me this day and acknowledged that he/she is Vice President of Associated Bank, National Association and that he/she, as Vice President, being authorized to do so, executed the foregoing on behalf of the bank. And the said Linda M. Groll acknowledged the said writing to be the act and deed of said bank.

Witness my hand and notarial stamp or seal, this 29th day of June, 2011.

Christine M. Houghtaling
Notary Public

My commission expires: March 8, 2015

[NOTARIAL SEAL]



REINHARTV7299169_2DPJLHLC 01/10/11 10:26:41 8289.0232000

**CONSENT AND SUBORDINATION
TO
FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

Associated Bank, National Association (the "Lender") is the mortgagee under that certain mortgage from GenCap Mt. Pleasant Outlot NE, LLC to Lender, dated November 10, 2010 and recorded on November 18, 2010 as Document No.2268690 in the Racine County Register's Office (the "Mortgage"). By executing this instrument, the undersigned hereby (i) consents to the execution, delivery and recordation of the Restrictive Covenant and Easement Agreement to which this instrument is attached (the "Agreement") and (ii) subordinates the lien of the Mortgage and the debt secured thereby to the Agreement with the same force and effect as if the Agreement were made and placed of record prior to such Mortgage.

Lender represents and warrants that it has the full capacity, right, power and authority to execute and deliver this Consent and Subordination, and all required actions, consents and approvals therefore have been duly taken and obtained.

Associated Bank, National Association,
a national banking association

By: Linda M. Groll

Name: Linda M. Groll

Title: Vice President

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

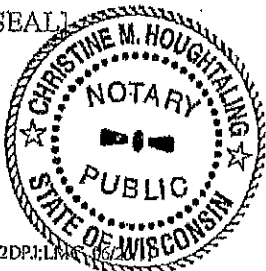
I, Christine M. Houghtaling, a Notary Public for the aforesaid County and State, certify that Linda M. Groll personally came before me this day and acknowledged that he/she is Vice President of Associated Bank, National Association and that he/she, as Vice President, being authorized to do so, executed the foregoing on behalf of the bank. And the said Linda M. Groll acknowledged the said writing to be the act and deed of said bank.

Witness my hand and notarial stamp or seal, this 29th day of June, 2011.

Christine M. Houghtaling
Notary Public

My commission expires: March 8, 2015

[NOTARIAL SEAL]



REINHARTY7299169_2DPJ:LM

CONSENT AND SUBORDINATION
TO
FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS

Associated Bank, National Association (the "Lender") is the mortgagee under that certain mortgage from GenCap Mt. Pleasant Shops, LLC to Lender, dated November 10, 2010 and recorded on November 18, 2010, as Document No. 2268691 in the Racine County Register's Office (the "Mortgage"). By executing this instrument, the undersigned hereby (i) consents to the execution, delivery and recordation of the Restrictive Covenant and Easement Agreement to which this instrument is attached (the "Agreement") and (ii) subordinates the lien of the Mortgage and the debt secured thereby to the Agreement with the same force and effect as if the Agreement were made and placed of record prior to such Mortgage.

Lender represents and warrants that it has the full capacity, right, power and authority to execute and deliver this Consent and Subordination, and all required actions, consents and approvals therefore have been duly taken and obtained.

Associated Bank, National Association,
a national banking association

By: *Linda M. Groll*

Name: Linda M. Groll

Title: Vice President

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

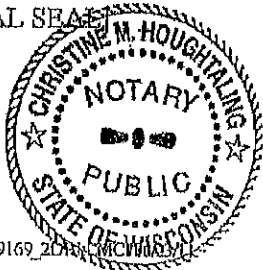
I, Christine M. Houghtaling, a Notary Public for the aforesaid County and State, certify that Linda M. Groll personally came before me this day and acknowledged that he/she is Vice President of Associated Bank, National Association and that he/she, as Vice President, being authorized to do so, executed the foregoing on behalf of the bank. And the said Linda M. Groll acknowledged the said writing to be the act and deed of said bank.

Witness my hand and notarial stamp or seal, this 29th day of June, 2011.

Christine M. Houghtaling
Notary Public

My commission expires: March 8, 2015

[NOTARIAL SEAL]



REINHARTV7299169_20110629

**CONSENT AND SUBORDINATION
TO
FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

Associated Bank, National Association (the "Lender") is the mortgagee under that certain mortgage from GenCap Mt. Pleasant Outlot SW, LLC to Lender, dated November 10, 2010 and recorded on November 18, 2010 as Document No. 2268690 in the Racine County Register's Office (the "Mortgage"). By executing this instrument, the undersigned hereby (i) consents to the execution, delivery and recordation of the Restrictive Covenant and Easement Agreement to which this instrument is attached (the "Agreement") and (ii) subordinates the lien of the Mortgage and the debt secured thereby to the Agreement with the same force and effect as if the Agreement were made and placed of record prior to such Mortgage.

Lender represents and warrants that it has the full capacity, right, power and authority to execute and deliver this Consent and Subordination, and all required actions, consents and approvals therefore have been duly taken and obtained.

Associated Bank, National Association,
a national banking association

By: *Linda M. Groll*

Name: Linda M. Groll

Title: Vice President

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

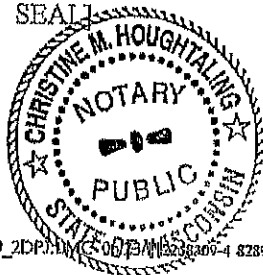
I, Christine M. Houghtaling, a Notary Public for the aforesaid County and State, certify that Linda M. Groll personally came before me this day and acknowledged that he/she is Vice President of Associated Bank, National Association and that he/she, as Vice President, being authorized to do so, executed the foregoing on behalf of the bank. And the said Linda M. Groll acknowledged the said writing to be the act and deed of said bank.

Witness my hand and notarial stamp or seal, this 29th day of June, 2011.

Christine M. Houghtaling
Notary Public

My commission expires: March 8, 2015

[NOTARIAL SEAL]



SITE PLAN

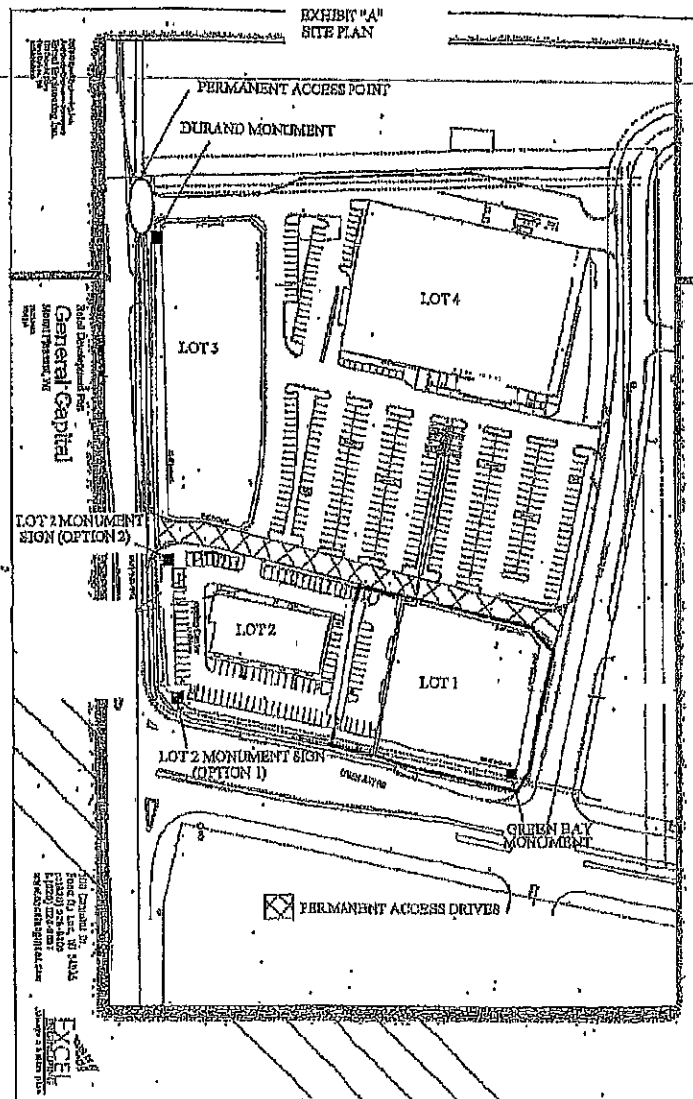


EXHIBIT "B"

LEGAL DESCRIPTION OF LOT 1

LOT 1 OF RACINE COUNTY CERTIFIED SURVEY MAP NUMBER 3004, RECORDED IN RACINE COUNTY REGISTER OF DEEDS OFFICE ON OCTOBER 28, 2010, AS DOCUMENT NUMBER 2266412, VOLUME 9, PAGE 724, BEING A DIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, AND PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 24, ALL IN TOWNSHIP 3 NORTH, RANGE 22 EAST, SITUATED IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

EXHIBIT "C"

LEGAL DESCRIPTION OF LOT 2

LOT 2 OF RACINE COUNTY CERTIFIED SURVEY MAP NUMBER 3004, RECORDED IN RACINE COUNTY REGISTER OF DEEDS OFFICE ON OCTOBER 28, 2010, AS DOCUMENT NUMBER 2266412, VOLUME 9, PAGE 724, BEING A DIVISION OF PART ~~OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, AND PART OF THE~~ SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 24, ALL IN TOWNSHIP 3 NORTH, RANGE 22 EAST, SITUATED IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

EXHIBIT "D"

LEGAL DESCRIPTION OF LOT 3

LOT 3 OF RACINE COUNTY CERTIFIED SURVEY MAP NUMBER 3004, RECORDED IN RACINE COUNTY REGISTER OF DEEDS OFFICE ON OCTOBER 28, 2010, AS DOCUMENT NUMBER 2266412, VOLUME 9, PAGE 724, BEING A DIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, AND PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 24, ALL IN TOWNSHIP 3 NORTH, RANGE 22 EAST, SITUATED IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

EXHIBIT "E"

SIGN PLAN

EXHIBIT "E" SIGN PLAN



EXHIBIT "E-1"

LOT 2 MONUMENT SIGN

EXHIBIT E-1 LOT 2 MONUMENT SIGN

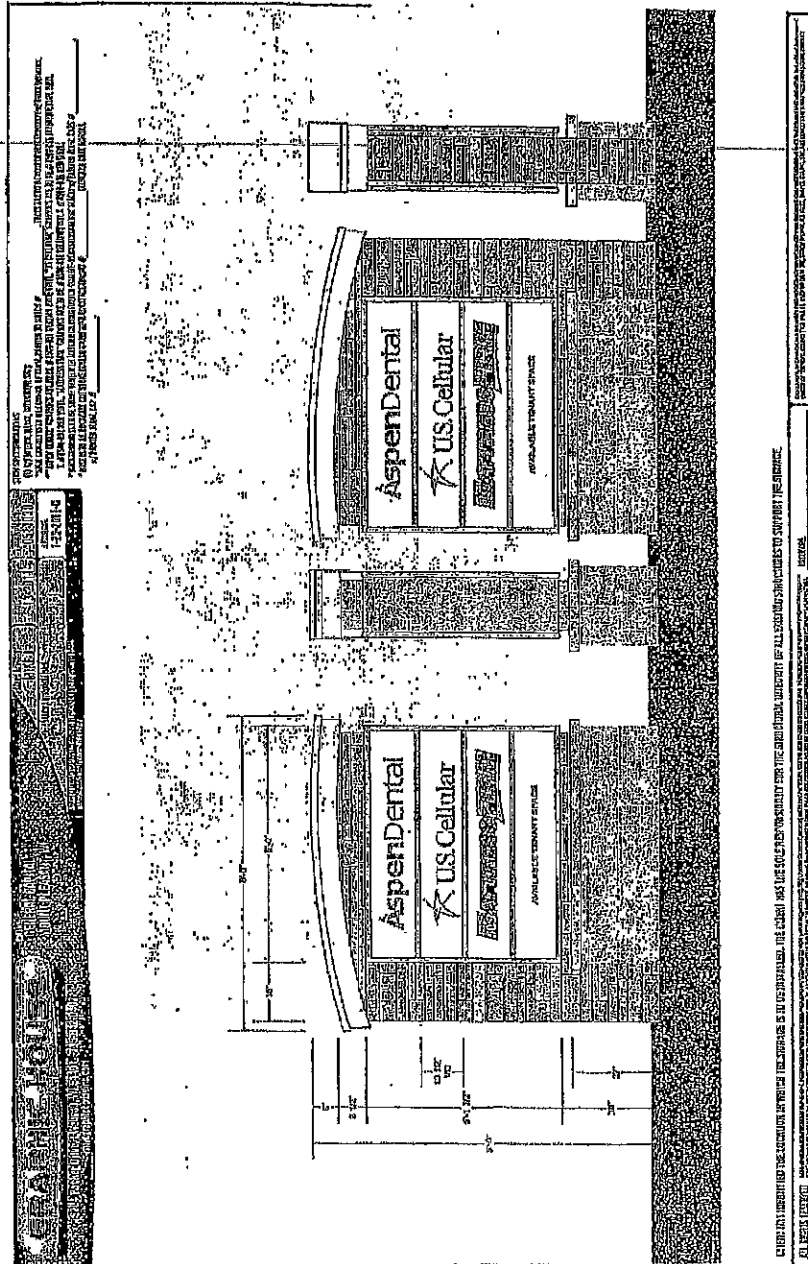
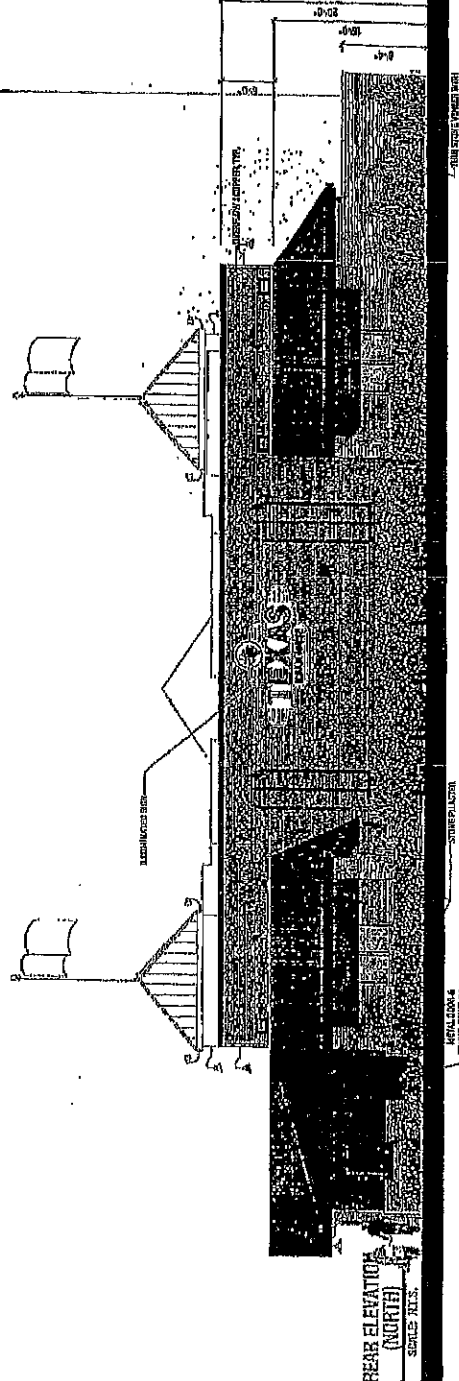


EXHIBIT "F"

LOT 3 BUILDING

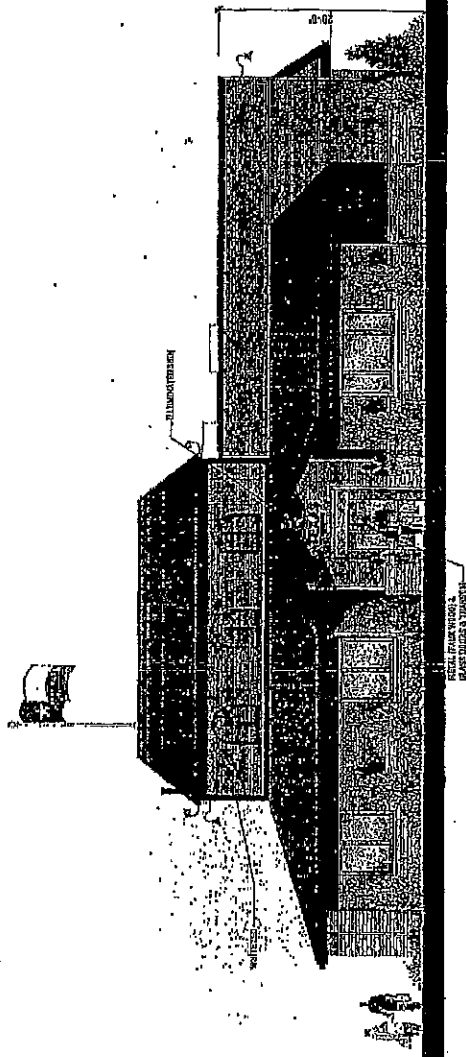
[illegible]

12/29/2007 06:29 AM
FLY IN SUPERSTITION SUPERSTITION
14/5/2007 03:00 AM
14/12/2007 03:00 AM
14/12/2007 03:00 AM
14/12/2007 03:00 AM
14/12/2007 03:00 AM

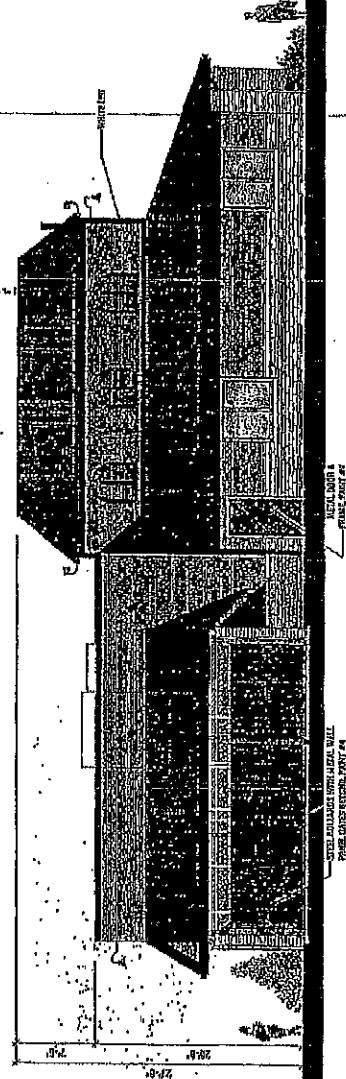
TEXAS ROADHOUSE
MT. PLEASANT, WISCONSIN
ELEVATIONS
A21
20110DSRG



Urbansky Family
21 E. Duane Ave., Suite 209
Arlington Heights, Ill. 60015
312 783 9260 1-817-788-9508



RIGHT ELEVATION
(EAST)
SCALE: 1/4" = 1'-0"



LEFT ELEVATION
(WEST)
SCALE: 1/4" = 1'-0"

GreenbergKatzman
P.L.L.C.
ARCHITECTS
10000 N. DALLAS
DALLAS, TEXAS 75243
P. 214.748.0000 F. 214.748.0000



TEXAS ROADHOUSE ELEVATIONS
MT. PLEASANT, WISCONSIN
2010.05.01
A2.2

LANDING DESIGN GROUP
CLIENT REVIEW: 03/27/11
CLIENT REVIEW: 03/27/11
CLIENT REVIEW: 03/27/11
PLAN COMMISSION SUBMISSION: 03/27/11
VILLAGE RESIDENTIAL: 03/27/11

JD

RESTRICTIVE COVENANT AND EASEMENT
AGREEMENT

Document #: 2295101

Date: 09-23-2011 Time: 11:43 AM Pages: 15

Fee: \$30.00 County: RACINE State: WI

Requesting Party: First American Title Insurance Company - NC

Register of Deeds: RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies

this document has been electronically

recorded and returned to the submitter**

Return to:

M. POOLE

First American Title Ins Co

Six Concourse Pkwy, #2000

Atlanta, GA 30328

151-03-22-24-032-011

151-03-22-24-032-021

151-03-22-24-032-031

RESTRICTIVE COVENANT AND EASEMENT AGREEMENT

THIS RESTRICTIVE COVENANT AND EASEMENT AGREEMENT (this "Agreement") is entered into as of the 16 day of SEPTEMBER, 2011 (the "Effective Date"), by and between GMRI, Inc., a Florida corporation ("Lot 1 Owner"), and GenCap Mt. Pleasant Shops, LLC, a Wisconsin limited liability company ("Lot 2 Owner"). Lot 1 Owner and Lot 2 Owner may each be referred to herein, individually, as an "Owner" and, collectively, as the "Owners."

WITNESSETH:

WHEREAS, simultaneously with the recording of this Agreement, Lot 1 Owner purchased from GenCap Mt. Pleasant Outlot NE, LLC, a Wisconsin limited liability company ("Lot 1 Seller"), that certain parcel of land located in the Village of Mt. Pleasant, Wisconsin, more particularly described on Exhibit A attached hereto and made a part hereof ("Lot 1") and shown on Exhibit B attached hereto and made a part hereof (the "Site Plan");

WHEREAS, Lot 2 Owner is the owner of certain property abutting the southern boundary of Lot 1, which property is more particularly described in Exhibit C attached hereto and made a part hereof ("Lot 2"); Lot 1 and Lot 2 may each be referred to herein individually as a "Lot" and, collectively, as the "Lots" and shown on the Site Plan;

WHEREAS, GenCap Mt. Pleasant Outlot SW, LLC, a Wisconsin limited liability company is the owner of certain property lying to the west of Lot 2, which property is more particularly described in Exhibit D attached hereto and made a part hereof ("Lot 3") and shown on the Site Plan;

WHEREAS, GenCap Mt. Pleasant, LLC ("Developer") is the owner of certain property which abuts all of the Lots, which property is more particularly described in Exhibit E attached hereto and made a part hereof (the "Developer Parcel") and shown on the Site Plan (the Developer Parcel and Lot 3 are sometimes collectively referred to as the "Adjacent Affiliate Lots");

WHEREAS, as a condition to the purchase and sale of Lot 1, Lot 1 Owner and the Lot 1 Seller agreed to cause this Agreement to be entered into in order to grant certain easements to benefit the Lots and to impose certain restrictions on the Lots to benefit some or all of the Lots and/or the Adjacent Affiliate Lots, as more specifically set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Owners hereby agree, for themselves, their successors and assigns, as follows:

1. Use and Development of Lot 1.

a. Use. Initially, Lot 1 shall be used for the construction and operation of a typical Red Lobster restaurant (the "Initial Use"). Following Lot 1 Owner's initial opening as

the Initial Use, Lot 1 Owner shall have the right to change its use (and the trade name of such use) to any other use that does not violate (i) any title matters existing as of the date of this Agreement, or (ii) any of the existing exclusives set forth on Exhibit F attached hereto and incorporated herein for so long as such exclusive shall remain in full force and effect, or (iii) any exclusive use restriction in favor of an occupant of Lot 2 or the Adjacent Affiliate Lots in effect as of the date of Lot 1 Owner's change in use and for so long as such exclusive shall remain in full force and effect. Notwithstanding the foregoing to the contrary, with respect to any future exclusive in favor of another restaurant use, Lot 1 Owner shall only be bound by such future exclusive to the extent that it prohibits the sale of clearly identifiable food groups and/or menu items, which food groups and/or menu items are the primary food groups and/or menu items being offered for sale at the time of Lot 1 Owner's change in use by the occupant in favor of whom the exclusive is granted. In no event shall any future exclusive prohibit Lot 1 Owner's right to operate as the Initial Use.

b. Signage. Subject to receipt of applicable governmental approvals, Lot 1 Owner shall have the right to install the maximum building signage typically installed by Lot 1 Owner.

2. Lot 2 Restricted Uses. Lot 2 shall be subject to the following restaurant restrictions: (a) no more than 2,500 square feet of building floor area on Lot 2 shall be used for the sale of food for on-premises consumption, and (b) the sale of food for on-premises consumption shall only be permitted in the southern half of any building constructed on Lot 2.

3. Reciprocal Parking Easement. Lot 1 Owner and Lot 2 Owner, for the benefit of such Owners, their successors and assigns, each hereby grants and conveys to the other a non-exclusive easement for parking on Lot 1 and Lot 2, respectively. Notwithstanding the foregoing, the Lot 1 Owner shall not have the right to park in the sixteen (16) parking spaces located on Lot 2 that are designated as "exclusive parking spaces" within the area designated as "Exclusive Parking Spaces Area" on Exhibit G. The Exclusive Parking Spaces Area contains twenty-four (24) parking spaces and the Lot 2 Owner shall have the right to relocate the exclusive parking spaces within the Exclusive Parking Spaces Area at any time upon at least thirty (30) days prior written notice to the Lot 1 Owner, so long as at all times there shall be only sixteen (16) exclusive parking spaces that are for the sole use of the Lot 2 Owner and its occupants. Further, any employees of the business operated on Lot 1 shall only have the right to park in twenty (20) parking spaces on Lot 2 within the area designated on Exhibit H as the "Lot 1 Employee Parking Area."

4. Lot 2 Parking Requirements. Lot 2 shall contain sufficient ground level parking spaces (exclusive of parking spaces used for cart corrals, if any) in order to have 6.2 parking spaces for every 1,000 square feet of floor area on Lot 2.

5. Notices. All notices under this Agreement must be written. They will be effective when properly directed to the recipient's address as set forth below. Notices will be properly directed if delivered in person, by nationally recognized overnight mail service, by confirmed facsimile transmission (original sent by U.S. Mail), or by certified or registered U.S. Mail (return receipt requested) to the following address:

Lot 1 Owner:

GMRI, Inc.
c/o Darden Restaurants, Inc.
ATTN: Property Law Administration
1000 Darden Center Drive
Orlando, FL 32837
FACSIMILE NO.: (407) 245-6415

With a copy to:

GMRI, Inc.
c/o Darden Restaurants, Inc.
ATTN: General Counsel
1000 Darden Center Drive
Orlando, FL 32837
FACSIMILE NO.: (407) 245-6415

Lot 2 Owner:

GenCap Mt. Pleasant Shops, LLC
c/o General Capital Group
6938 N. Santa Monica Blvd.
Fox Point, WI 53217
ATTN: Steve Sirkis
FACSIMILE: (414) 228-3700

With a copy to:

Reinhart Bosner Van Deuren S.C.
1000 N. Water Street
Suite 1700
Milwaukee, WI 53202
ATTN: David P. Jubelirer, Esq.
FACSIMILE: (414) 298-8097

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements pertaining thereto.

7. Amendment. This Agreement may only be amended by a written agreement signed by the Owners.

8. Binding Effect. The easements and restrictions contained herein shall be effective as of the Effective Date, shall run with the land described herein, shall be binding upon and inure to the benefit all owners and occupants thereof, and their respective successors and assigns.

9. Counterparts. This Agreement may be executed in counterparts or with counterpart signature pages, and, upon execution by all parties, constitutes one integrated agreement.

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

GMRI, INC.,
a Florida corporation

By: [Signature]
Name: BRIGGS K. SELLERS
Title: VP, DEVELOPMENT

STATE OF FLORIDA

COUNTY OF ORANGE

I, Sonia Saddler, a Notary Public of the County and State aforesaid, certify that Briggs Sellers personally came before me this day and acknowledged that he ~~is~~ is the Vice President of GMRI, INC., a Florida corporation, and that he, as Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial stamp or seal, this 13th day of September 2011.

[Signature]
Notary Public

My commission expires: 8/9/2013

[NOTARIAL SEAL]

NOTARY PUBLIC-STATE OF FLORIDA
Sonia A. Saddler
Commission #DD900879
Expires: AUG. 09, 2013
BONDED THIRD ATLANTIC BONDING CO., INC.

(Signatures Continue On Following Page)

(Signatures Continued From Previous Page)

GenCap Mt. Pleasant Shops, LLC, a Wisconsin
limited liability company

By: GenCap Mt. Pleasant, LLC
Its: Member and Manager

By: _____
Name: David Weiss
Title: manager

STATE OF WISCONSIN

COUNTY OF Milwaukee

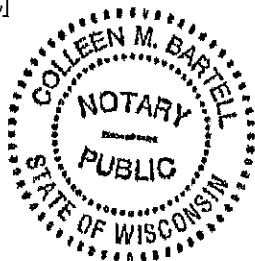
I, Colleen M Bartell, a Notary Public of the County and State
aforesaid, certify that David J Weiss personally came before me this day and
acknowledged that he is the manager of GenCap Mt. Pleasant, LLC, the
Member and Manager of GenCap Mt. Pleasant Shops, LLC, a Wisconsin limited liability
company, and that he, as manager, being authorized to do so, executed the
foregoing on behalf of the limited liability company.

Witness my hand and notarial stamp or seal, this 13th day of September,
20 11.

Colleen M Bartell
Notary Public

My commission expires: 11/24/2013

[NOTARIAL SEAL]



**CONSENT AND SUBORDINATION
TO
RESTRICTIVE COVENANT AND EASEMENT AGREEMENT**

Associated Bank, National Association (the "Lender") is the mortgagee under that certain Mortgage from GenCap Mt. Pleasant Shops, LLC to Lender, dated November 10, 2010 and recorded on November 18, 2010, as Document No. 2268692 in the Register's Office (the "Mortgage"). By executing this instrument, the undersigned hereby (i) consents to the execution, delivery and recordation of the Restrictive Covenant and Easement Agreement to which this instrument is attached (the "Agreement") and (ii) subordinates the lien of the Mortgage and the debt secured thereby to the Agreement with the same force and effect as if the Agreement were made and placed of record prior to such Mortgage.

Lender represents and warrants that it has the full capacity, right, power and authority to execute and deliver this Consent and Subordination, and all required actions, consents and approvals therefore have been duly taken and obtained.

Associated Bank, National Association, a
national banking association

By: *Linda M. Groll*

Name: Linda M. Groll

Title: Vice President

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

I, Christine M. Houghtaling, a Notary Public for the aforesaid County and State, certify that Linda M. Groll personally came before me this day and acknowledged that she is Vice President of Associated Bank, National Association and that she, as Vice President, being authorized to do so, executed the foregoing on behalf of the bank. And the said Linda M. Groll acknowledged the said writing to be the act and deed of said bank.

Witness my hand and notarial stamp or seal, this 25th day of July, 2011.

Christine M. Houghtaling
Notary Public

My commission expires: March 8, 2015

[NOTARIAL SEAL]

Prepared by: David P. Tubellner
Reinhart Boerner VanDuren

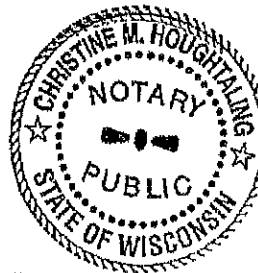


EXHIBIT A

LEGAL DESCRIPTION OF LOT 1

LOT 1 OF RACINE COUNTY CERTIFIED SURVEY MAP NUMBER 3004, RECORDED IN RACINE COUNTY REGISTER OF DEEDS OFFICE ON OCTOBER 28, 2010, AS DOCUMENT NUMBER 2266412, VOLUME 9, PAGE 724, BEING A DIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, AND PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 24, ALL IN TOWNSHIP 3 NORTH, RANGE 22 EAST, SITUATED IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

EXHIBIT B

SITE PLAN

EXHIBIT B

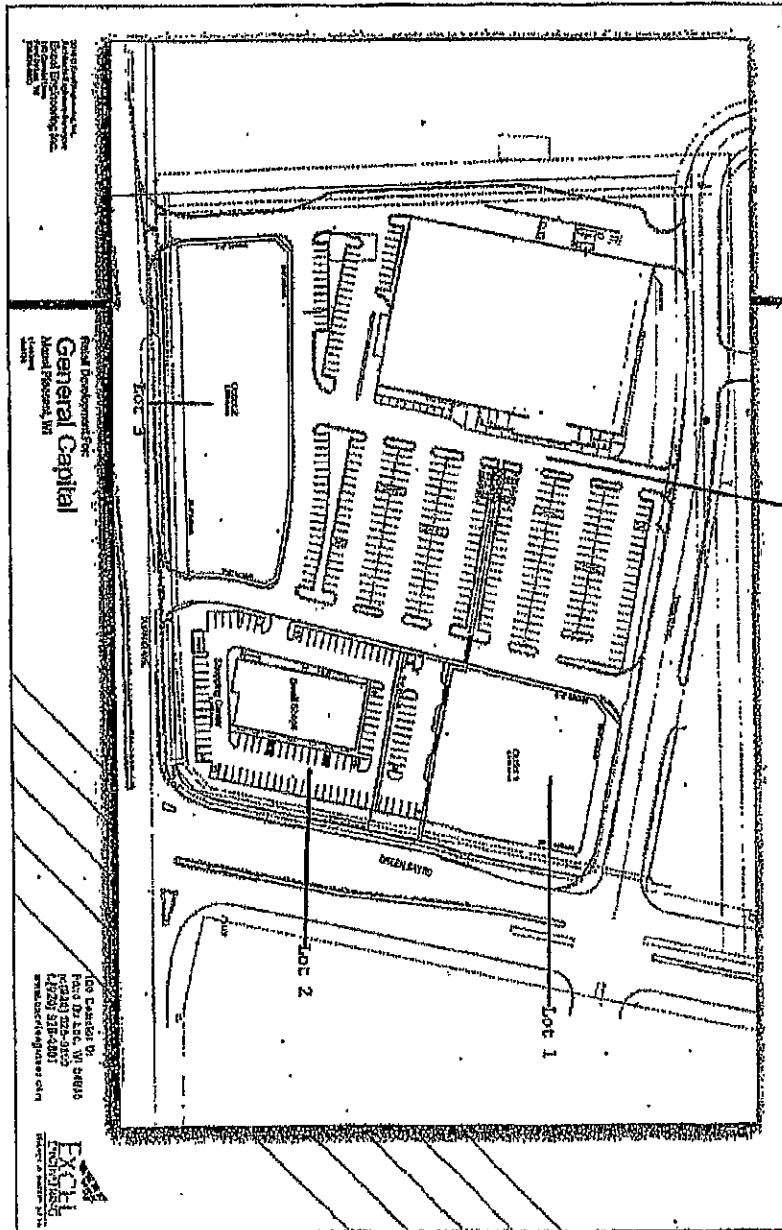


EXHIBIT C

LEGAL DESCRIPTION OF LOT 2

LOT 2 OF RACINE COUNTY CERTIFIED SURVEY MAP NUMBER 3004, RECORDED IN RACINE COUNTY REGISTER OF DEEDS OFFICE ON OCTOBER 28, 2010, AS DOCUMENT NUMBER 2266412, VOLUME 9, PAGE 724, BEING A DIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, AND PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 24, ALL IN TOWNSHIP 3 NORTH, RANGE 22 EAST, SITUATED IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

EXHIBIT D

LEGAL DESCRIPTION OF LOT 3

LOT 3 OF RACINE COUNTY CERTIFIED SURVEY MAP NUMBER 3004, RECORDED IN RACINE COUNTY REGISTER OF DEEDS OFFICE ON OCTOBER 28, 2010, AS DOCUMENT NUMBER 2266412, VOLUME 9, PAGE 724, BEING A DIVISION OF PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, AND PART OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 24, ALL IN TOWNSHIP 3 NORTH, RANGE 22 EAST, SITUATED IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

EXHIBIT E

DEVELOPER PARCEL

LOT 4 OF RACINE COUNTY CERTIFIED SURVEY MAP NUMBER 3004, RECORDED IN RACINE COUNTY REGISTER OF DEEDS OFFICE ON OCTOBER 28, 2010, AS DOCUMENT NUMBER 2266412, VOLUME 9, PAGE 724, BEING A DIVISION OF PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, AND PART OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 24, ALL IN TOWNSHIP 3 NORTH, RANGE 22 EAST, SITUATED IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

EXHIBIT F

EXISTING EXCLUSIVES

- A retail grocery supermarket or packaged liquor store or the sale of any food products including, but not limited to, groceries, meats, produce, frozen foods, dairy products, fruit, liquor, beer, wine, soda, bakery goods, delicatessen items, tobacco products or prescription and non-prescription pharmaceutical items. In no event shall the foregoing prohibit a sit-down dine in restaurant such as Friday's, Ruby Tuesdays or Outback Steak House.
- The sale, rental, service and/or supply of mobile or wireless communication products, paging equipment or wireless communication services.
- The sale of mattresses or waterbeds.
- Retail dental service center, office and laboratory and the providing of support services related thereto.
- Full service restaurant featuring steaks, ribs and related menu items (a "Steakhouse"), or for the advertisement of any such restaurant at any time while the Texas Roadhouse, Inc. Lease is in effect. The foregoing restriction shall not apply to (i) any tenant of the development pursuant to a lease that was executed prior to the date of the Texas Roadhouse Lease, or to any subtenant or assignee thereof, to the extent such lease allows the tenant to operate as a Steakhouse, or (ii) the incidental sale of steaks and ribs by any existing tenant or future tenant featuring a varied-theme menu such as, by way of example only, O'Charley's.

EXCLUSIVE PARKING SPACES

EXHIBIT G

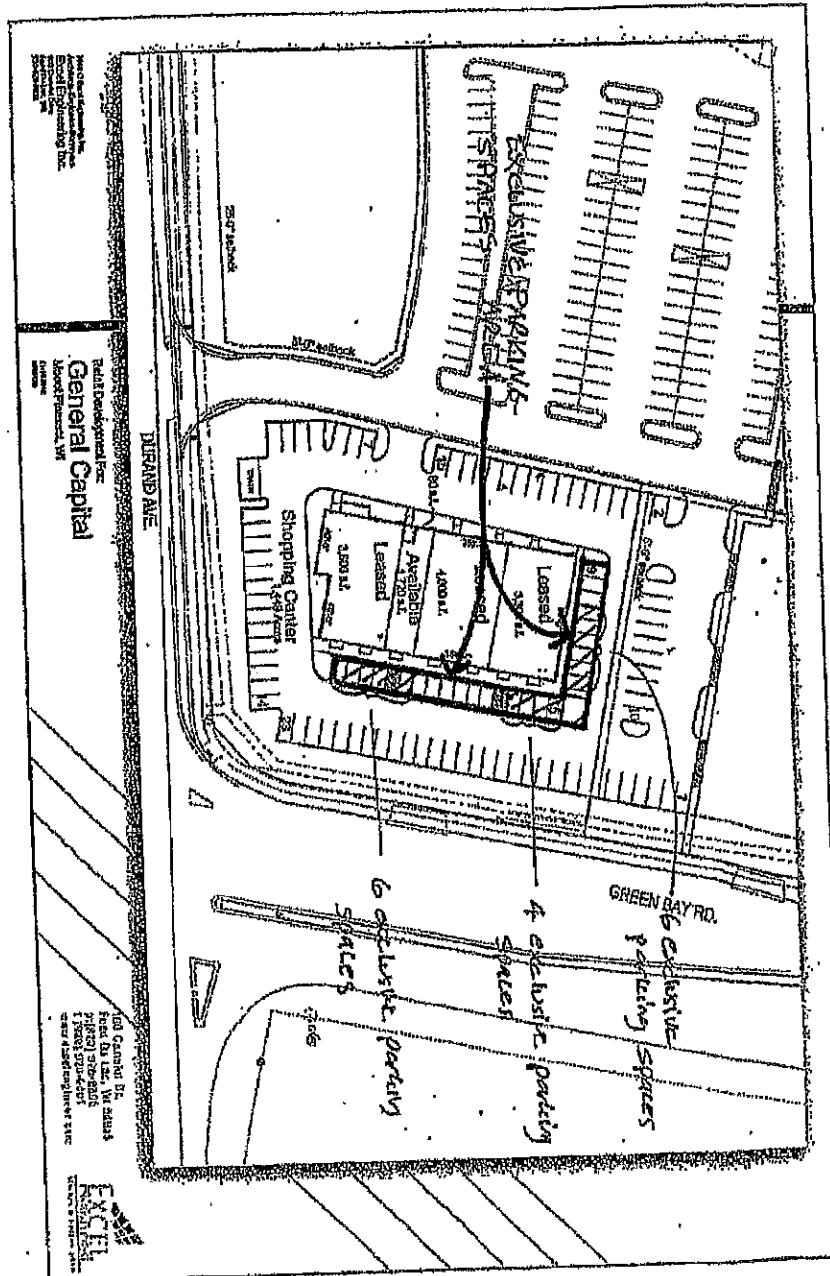
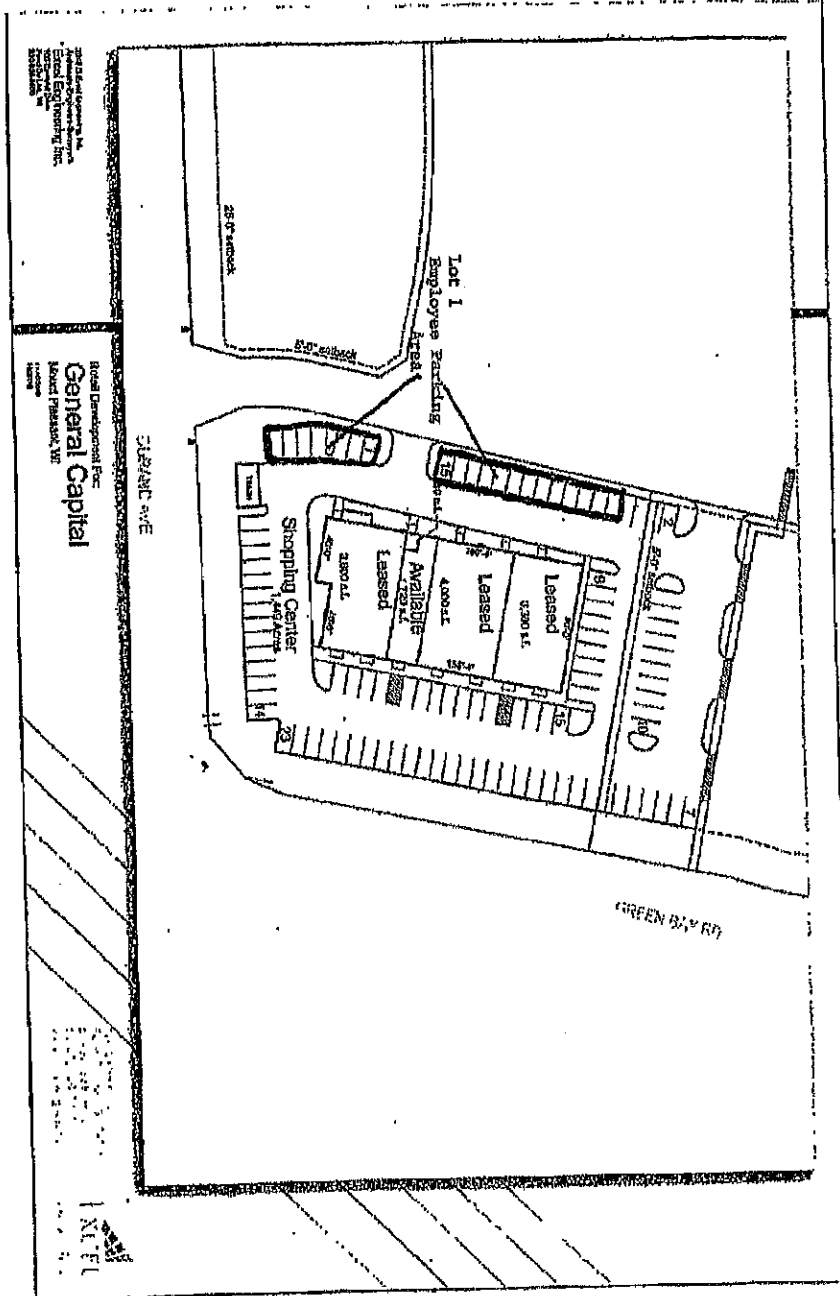


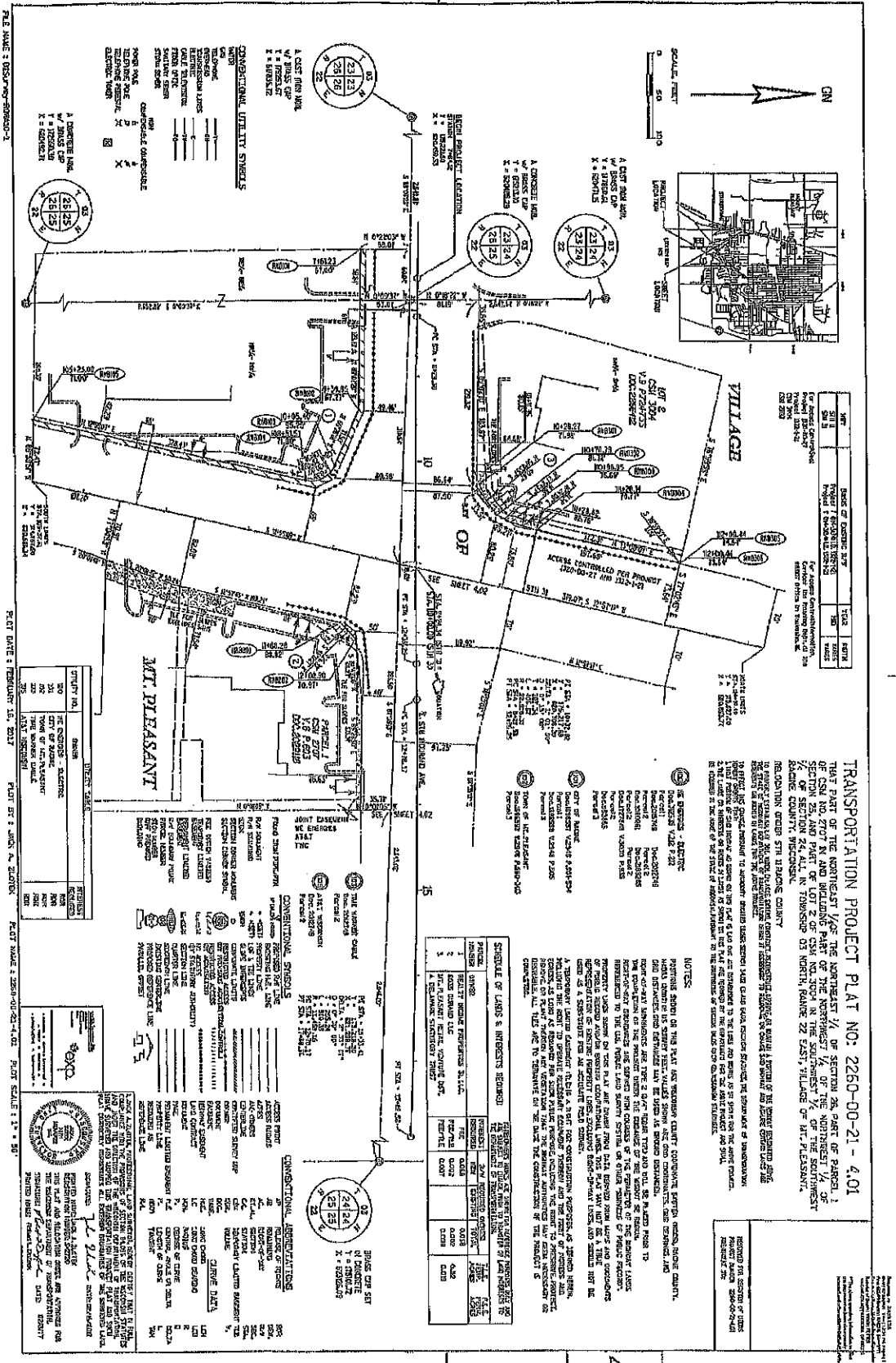
EXHIBIT H

LOT 1 EMPLOYEE PARKING AREA

EXHIBIT H

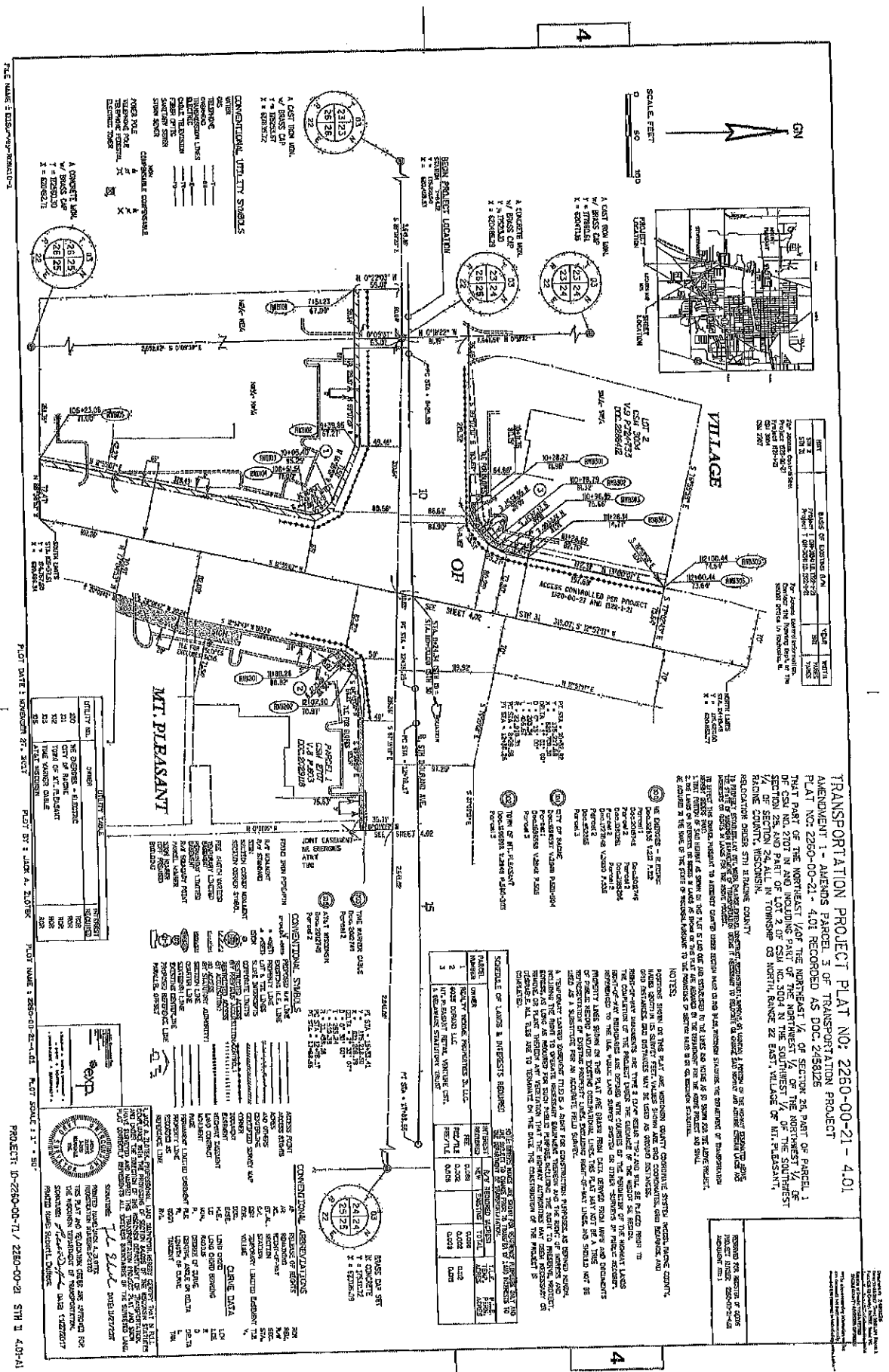


21, 2017



2460626

Nov. 28, 2017



FILE NAME: 10-26-00-71 / 2260-00-21 STN 11 4.01-A1

Resolution 3-98 dissolving the
Mt. Pleasant Storm Drainage District

Document Title Above

DOC # 2210698

Recorded

Apr. 27, 2009 AT 11:27AM

James A. Ladwig

JAMES A LADWIG

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$103.00



1035

Return to Name and Address Below

Juliet Edmunds
Village of Mt. Pleasant
6126 Durand Av.
Racine, WI 53406

see attached parcel
listing

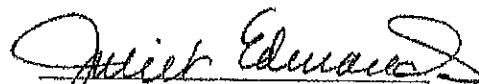
Parcel ID Number(s)

RESOLUTION NO. 3-98

CERTIFICATION

I hereby certify that the foregoing Resolution Establishing the Mount Pleasant Storm Water Utility District and Dissolving the Mount Pleasant Storm Drainage District is a true, correct and complete copy of the Resolution duly and regularly passed by the Town Board of the Town of ^{Village} Mount Pleasant, Racine County, Wisconsin on the 26th day of January, 1998.

Dated this 24th day of April, 2009.



Juliet Edmands, Village Clerk
Village of Mount Pleasant
Racine County, Wisconsin

1

RESOLUTION 3- 98

RESOLUTION ESTABLISHING THE MT. PLEASANT STORM WATER UTILITY DISTRICT AND DISSOLVING MT. PLEASANT STORM DRAINAGE DISTRICT NO. 1

The Board of Supervisors of the Town of Mt. Pleasant, Racine County, Wisconsin (the "Town Board") do hereby resolve as follows:

WHEREAS, the Town Board has determined that it is in the best interest of the Town of Mt. Pleasant (the "Town") to establish a utility district and dissolve the Mt. Pleasant Storm Water Drainage District No. 1, pursuant to the authority granted by Section 66.072 of the Wisconsin Statutes, and

WHEREAS, the Town Board adopted a preliminary resolution on December 2, 1997 which proposed the creation of a utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 (the "Preliminary Resolution"), and

WHEREAS, a notice of public hearing regarding matters contained in the Preliminary Resolution was posted in three public places in the Town and the proposed utility district on December 18, 1997, mailed to all of the property owners in the Town on December 20, 1997 and published as a Class 1 notice in the Racine Journal Times on January 2, 1998, and

WHEREAS, a public hearing was conducted on January 15, 1998 at the Mt. Pleasant Town Hall regarding matters contained in the preliminary resolution and all interested parties were given the opportunity to offer objections, criticisms, or suggestions regarding the Preliminary Resolution, and

NOW THEREFORE BE IT RESOLVED that pursuant to Sections 60.23 and 66.072 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District (the "Utility District") is hereby established in the area described at Exhibit A, and evidenced by the map at Exhibit B, both attached hereto and made a part hereof, and

BE IT FURTHER RESOLVED that pursuant to Section 66.072(5) of the Wisconsin Statutes, the Mt. Pleasant Storm Water Drainage District No. 1 is hereby dissolved, and

BE IT FURTHER RESOLVED that all assets, liabilities and functions of the Mt. Pleasant Storm Water Drainage District No. 1 are hereby transferred to and assumed by the Utility District, and

BE IT FURTHER RESOLVED that all management and administration of the Utility District shall be administered by the Town Board, or by any officers, boards or commissions of the Town of Mt. Pleasant as the Town Board so delegates, and

page 2

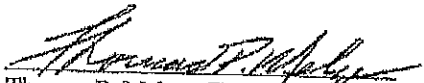
BE IT FURTHER RESOLVED that pursuant to Section 66.068 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District Commission is hereby created and shall be responsible for management and administration of the Utility District, subject to any approval, reporting or other requirements or restrictions imposed by the Town Board, and

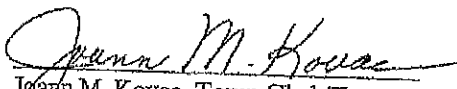
BE IT FURTHER RESOLVED that the Mt. Pleasant Storm Water Utility District Commission shall consist of three (3) Commissioners duly appointed by the Town Board. The initial Commissioners shall serve until their successors are appointed by the Town Board.

Dated this 26th day of January, 1998

Approved:

Attest:


Thomas P. Melzer, Town Chair


Joann M. Kovac, Town Clerk/Treasurer

**NOTICE
TO PROPERTY OWNERS OF THE TOWN OF MT. PLEASANT
WHOSE PROPERTY LIES WITHIN THE PROPOSED
TOWN UTILITY DISTRICT, AND ALL INTERESTED PERSONS**

PLEASE TAKE NOTICE:

A preliminary Resolution has been adopted on December 2, 1997 by the Board of Supervisors of the Town of Mt. Pleasant, proposing the creation of a utility district, pursuant to State Statute 66.072 of the Wisconsin Statutes, for the purpose of supplying storm water sewer service and other allowable utilities to the residents and commercial and business establishments of said proposed utility district. Such preliminary resolution also proposes the dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 and assumption of all assets, liabilities, and functions of the Mt. Pleasant Storm Water Drainage District No. 1 by the proposed Utility District.

THE TOWN BOARD OF THE TOWN OF MT. PLEASANT WILL CONDUCT A PUBLIC HEARING ON SUCH PRELIMINARY RESOLUTION AT THE MT. PLEASANT TOWN HALL, 6126 DURAND AVENUE, RACINE, WISCONSIN 53406, ON THE 15TH DAY OF JANUARY, 1998 AT 7:30 PM.

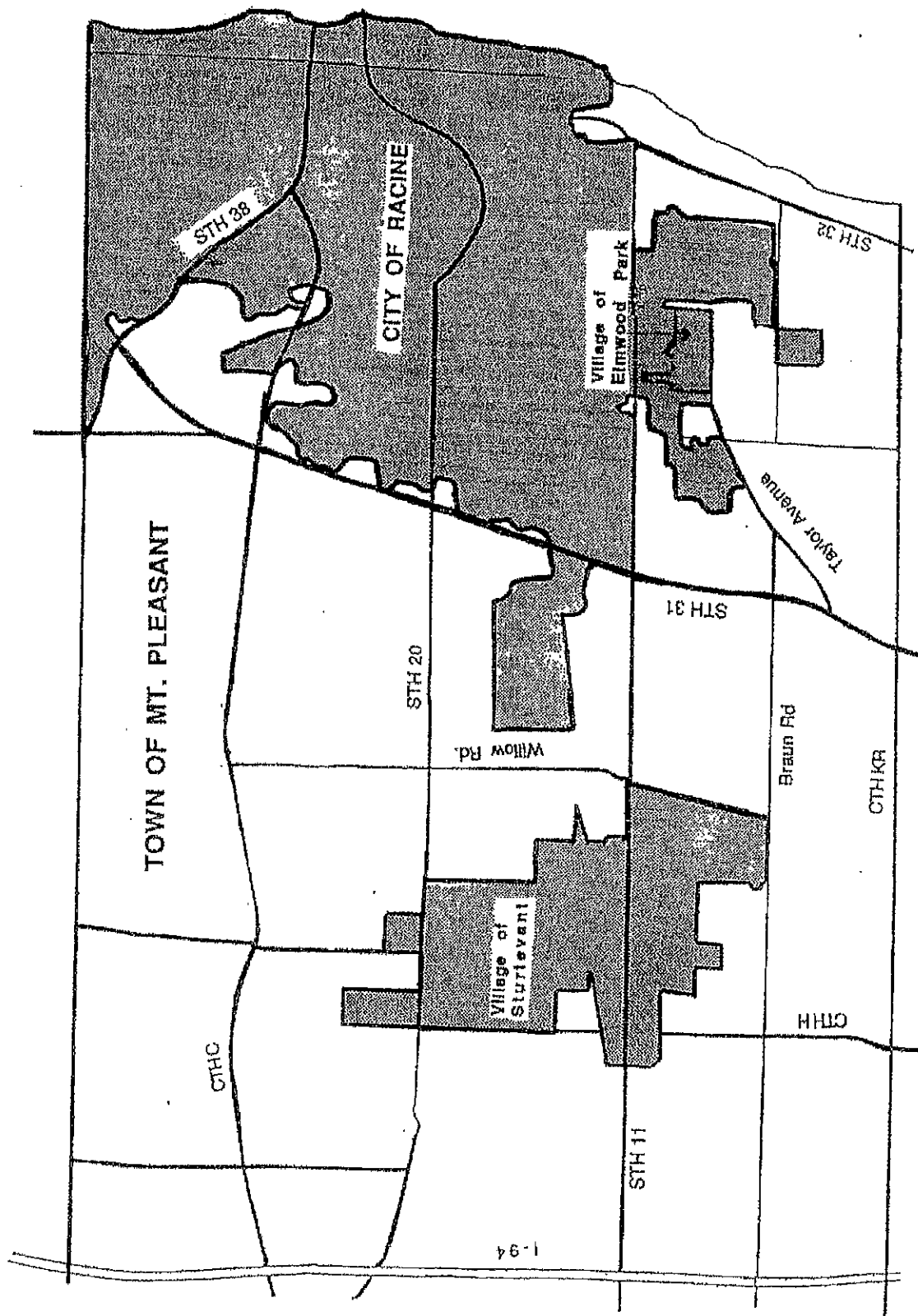
At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the establishment of such a district. In addition, any person wishing to object to the organization of such utility district and the dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 may, before the date set for the meeting, file his/her/its objections to the formation of such district with the Town Clerk, Joann M. Kovac, 6126 Durand Avenue, Racine, Wisconsin 53406.

The boundaries of the area to be included within the proposed utility district are as described below and made a part hereof; and a map showing the location thereof is set forth on the back of this notice and made a part hereof.

BY ORDER OF THE TOWN BOARD
Joann M. Kovac, Town Clerk

DESCRIPTION.

Begin on the westerly shoreline of Lake Michigan at a point where the South line of section 32, Town 3 North, Range 23 East intersects said westerly shoreline; thence continue westerly along the South lines of Section 32 and 31, Town 3 North, Range 23 East and South lines of Sections 36, 35, 34, 33, 32, and 31, Town 3 North, Range 22 East to the West line of said Section 31 Town 3 North, Range 22 East; thence northerly along the West line of Section 31, 30, 19, 18, 7 and 6, Town 3 North, Range 22 East to the North line of said Section 6, Town 3 North, Range 22 East; thence easterly along the North lines of Sections 6, 5, 4, 3, 2 and 1, Town 3 North, Range 22 East and North line of Sections 6, 5, and 4, Town 3 North, Range 23 East to the westerly shoreline of Lake Michigan, thence south along said westerly shoreline to the point of beginning. Excluding all land within the corporate limits of the City of Racine and Villages of Elmwood Park and Sturtevant.



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Document Number

**MORTGAGE, ASSIGNMENT
OF LEASES AND RENTS
AND SECURITY
AGREEMENT**

Document #: **2320600**

Date: 06-14-2012 Time: 9:37 AM Pages: 27

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Chicago Title Insurance Company

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies
this document has been electronically
recorded and returned to the submitter**

Drafted by and Return Address:

Katten Muchin Rosenman LLP
550 South Tryon Street, Suite 2900
Charlotte, North Carolina 28202
Attention: Daniel S. Hufferus, Esq.

151-03-22-24-032-021

151-03-22-24-032-031

151-03-22-24-032-041

Parcel Identification Number

MT. PLEASANT RETAIL VENTURE DST, as mortgagor
(Borrower)

to

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as mortgagee
(Lender)

Dated: As of June 6, 2012

Location: Racine, Wisconsin

County: Racine

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
AND SECURITY AGREEMENT**

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (this "Mortgage") is made as of June 6, 2012, by **MT. PLEASANT RETAIL VENTURE DST**, a Delaware statutory trust, having its principal place of business at 2901 Butterfield Road, Oak Brook, Illinois 60523, as mortgagor ("**Borrower**") to **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a banking association chartered under the laws of the United States of America, having an address at 383 Madison Avenue, New York, New York 10179, as mortgagee (together with its successors and assigns, "**Lender**").

WITNESSETH:

WHEREAS, this Mortgage is given to secure a loan (the "**Loan**") in the principal sum of Twelve Million Nine Hundred Seventy Two Thousand and No/100 Dollars (\$12,972,000.00), advanced pursuant to that certain Loan Agreement, dated as of the date hereof, between Borrower and Lender (as the same may hereafter be amended, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time, the "**Loan Agreement**") and evidenced by that certain Promissory Note, dated the date hereof, made by Borrower in favor of Lender (as the same may hereafter be amended, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time, the "**Note**");

WHEREAS, Borrower desires to secure the payment of the Debt (as defined hereinafter) and the performance of all of its obligations under the Note, the Loan Agreement and the other Loan Documents (as herein defined); and

WHEREAS, this Mortgage is the "**Mortgage**" as defined in the Loan Agreement, and payment, fulfillment, and performance by Borrower of its obligations thereunder and under the other Loan Documents are, subject to the limits set forth herein, secured hereby, and each and every term and provision of the Loan Agreement and the Note, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Mortgage (the Loan Agreement, the Note, this Mortgage, and all other documents evidencing or securing the Debt are hereinafter referred to collectively as the "**Loan Documents**").

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Mortgage:

ARTICLE 1 - GRANTS OF SECURITY

Section 1.1 Property Mortgaged. Borrower does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey to Lender and its successors and assigns the following property, rights, interests and estates now owned, or hereafter acquired by Borrower (collectively, the "**Property**");

(a) **Land**. The real property described in Exhibit A attached hereto and made a part hereof (the "**Land**");

(b) **Additional Land.** All additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Mortgage;

(c) **Improvements.** The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");

(d) **Easements.** All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) **Equipment.** All "goods" and "equipment," as such terms are defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Borrower, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Borrower and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases except to the extent that Borrower shall have any right or interest therein;

(f) **Fixtures.** All Equipment now owned, or the ownership of which is hereafter acquired, by Borrower which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Borrower's

interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Borrower shall have any right or interest therein;

(g) **Personal Property.** All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, other than Fixtures, which are now or hereafter owned by Borrower and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Mortgage and all proceeds and products of the above;

(h) **Leases and Rents.** All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into (collectively, the "Leases"), whether before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(i) **Condemnation Awards.** All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property subject to the terms, provisions and conditions of the Loan Agreement;

(j) **Insurance Proceeds.** All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property subject to the terms, provisions and conditions of the Loan Agreement;

(k) **Tax Certiorari.** All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(l) **Conversion.** All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(m) **Rights.** Subject to the terms, provisions and conditions of the Loan Agreement, the right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

(n) **Agreements.** All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder in each case, to the extent assignable;

(o) **Trademarks.** All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property (excluding, however, the name "Inland" and any mark registered to The Inland Group, Inc., or any of its affiliates), in each case, to the extent assignable;

(p) **Accounts.** All reserves, escrows and deposit accounts maintained by Borrower with respect to the Property, including, without limitation, all accounts established pursuant to the Cash Management Agreement, if any, including, without limitation, the Cash Management Account and the Lockbox Account, together with all deposits or wire transfers made to such accounts, all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(q) **Letter of Credit.** All letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Borrower now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this Section 1.1;

(r) **Tort Claims.** All commercial tort claims Borrower now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this Section 1.1; and

(s) **Other Rights.** Any and all other rights of Borrower in and to the items set forth in Subsections (a) through (r) above.

AND without limiting any of the other provisions of this Mortgage, to the extent permitted by applicable law, Borrower expressly grants to Lender, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures collectively referred to as the "Real Property") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of this Mortgage be deemed conclusively to be real estate and mortgaged hereby.

Section 1.2 Assignment of Rents. Borrower hereby absolutely and unconditionally assigns to Lender all of Borrower's right, title and interest in and to all current and future Leases and Rents; it being intended by Borrower that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of the Cash Management Agreement (if any) and **Section 7.1(h)** of this Mortgage, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents. Borrower shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Debt, for use in the payment of such sums.

Section 1.3 Security Agreement. This Mortgage is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Property. By executing and delivering this Mortgage, Borrower hereby grants to Lender, as security for the Obligations (hereinafter defined), a security interest in the Fixtures, the Equipment and the Personal Property and other property constituting the Property, whether now owned or hereafter acquired, to the full extent that the Fixtures, the Equipment, the Personal Property and such other property may be subject to the Uniform Commercial Code (said portion of the Property so subject to the Uniform Commercial Code being called the "Collateral"). If an Event of Default shall occur and be continuing, Lender, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Lender after the occurrence and during the continuance of an Event of Default, Borrower shall, at its expense, assemble the Collateral and make it available to Lender at a convenient place (at the Land if tangible property) reasonably acceptable to Lender. Borrower shall pay to Lender on demand any and all expenses, including reasonable legal expenses and attorneys' fees, incurred or paid by Lender in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral after the occurrence and during the continuance of an Event of Default. Any notice of sale, disposition or other intended action by Lender with respect to the Collateral sent to Borrower in accordance with the provisions hereof at least ten (10) business days prior to such action, shall, except as otherwise provided by applicable law, constitute commercially reasonable notice to Borrower. The proceeds of any disposition of the Collateral, or any part thereof, may, except as otherwise

required by applicable law, be applied by Lender to the payment of the Debt in such priority and proportions as Lender in its discretion shall deem proper. Borrower's (Debtor's) principal place of business is as set forth on page one hereof and the address of Lender (Secured Party) is as set forth on page one hereof.

Section 1.4 Fixture Filing. Certain of the Property is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Land, described or referred to in this Mortgage, and this Mortgage, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures.

Borrower hereby authorizes Lender at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements as authorized by applicable law, as applicable to all or part of the fixtures or Personal Property. For purposes of such filings, Borrower agrees to furnish any information requested by Lender promptly upon request by Lender. Borrower also ratifies its authorization for Lender to have filed any like initial financing statements, amendments thereto and continuation statements. Borrower hereby irrevocably constitutes and appoints Lender and any officer or agent of Lender, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Borrower or in Borrower's own name to execute in Borrower's name any documents and otherwise to carry out the purposes of this Section 1.4, to the extent that Borrower's authorization above is not sufficient. To the extent permitted by law, Borrower hereby ratifies all acts said attorneys-in-fact have lawfully done in the past or shall lawfully do or cause to be done in the future by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable.

Section 1.5 Pledges of Monies Held. Borrower hereby pledges to Lender any and all monies now or hereafter held by Lender or on behalf of Lender, including, without limitation, any sums deposited in the Lockbox Account (if any), the Cash Management Account (if any), the Reserve Funds and Net Proceeds, as additional security for the Obligations until expended or applied as provided in this Mortgage or the Loan Agreement.

CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Lender and its successors and assigns, forever;

PROVIDED, HOWEVER, these presents are upon the express condition that, if Borrower shall well and truly pay to Lender the Debt at the time and in the manner provided in the Note, the Loan Agreement and this Mortgage, if Borrower shall well and truly perform the Other Obligations as set forth in this Mortgage and if Borrower shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Note, the Loan Agreement and the other Loan Documents, these presents and the estate hereby granted shall cease, terminate and be void and Lender shall mark the Note "paid in full" and will, at Borrower's sole cost and expense, release the lien of this Mortgage; provided, however, that

Borrower's obligation to indemnify and hold harmless Lender pursuant to the provisions hereof shall survive any such payment or release.

ARTICLE 2 - DEBT AND OBLIGATIONS SECURED

Section 2.1 Debt. This Mortgage and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the debt evidenced by the Note, including, without limitation, any future advances thereunder (the "Debt").

Section 2.2 Other Obligations. This Mortgage and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing the following (the "Other Obligations"):

- (a) the performance of all other obligations of Borrower contained herein;
- (b) the performance of each obligation of Borrower contained in the Loan Agreement and any other Loan Document; and
- (c) the performance of each obligation of Borrower contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, the Loan Agreement or any other Loan Document.

Section 2.3 Debt and Other Obligations. Borrower's obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively herein as the "Obligations."

ARTICLE 3 - BORROWER COVENANTS

Borrower covenants and agrees that:

Section 3.1 Payment of Debt. Borrower will pay the Debt at the time and in the manner provided in the Loan Agreement, the Note and this Mortgage.

Section 3.2 Incorporation by Reference. All the covenants, conditions and agreements contained in (a) the Loan Agreement, (b) the Note and (c) all and any of the other Loan Documents, are hereby made a part of this Mortgage to the same extent and with the same force as if fully set forth herein.

Section 3.3 Insurance. Borrower shall obtain and maintain, or cause to be maintained, in full force and effect at all times insurance with respect to Borrower and the Property as required pursuant to the Loan Agreement.

Section 3.4 Maintenance of Property. Borrower shall cause the Property to be maintained in a good and safe condition and repair. The Improvements, the Fixtures, the Equipment and the Personal Property shall not be removed, demolished or materially altered except as provided for in the Loan Agreement (except for normal replacement of the Fixtures, the Equipment or the Personal Property, tenant finish and refurbishment of the Improvements) without the consent of Lender as provided for in the Loan Agreement. Borrower shall promptly

repair, replace or rebuild any part of the Property which may be destroyed by any Casualty or become damaged, worn or dilapidated or which may be affected by any Condemnation, and shall complete and pay for any structure at any time in the process of construction or repair on the Land except as set forth in the Loan Agreement.

Section 3.5 Waste. Borrower shall not commit or suffer any waste of the Property or make any change in the use of the Property which will in any way materially increase the risk of fire or other hazard arising out of the operation of the Property, or take any action that might invalidate or allow the cancellation of any Policy, or do or permit to be done thereon anything that may in any way materially impair the value of the Property or the security of this Mortgage. Borrower will not, without the prior written consent of Lender, permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the subsurface of the Land, regardless of the depth thereof or the method of mining or extraction thereof.

Section 3.6 Payment for Labor and Materials.

(a) Subject to the terms, provisions and conditions of the Loan Agreement, Borrower will promptly pay or cause to be paid when due all bills and costs for labor, materials, and specifically fabricated materials ("**Labor and Material Costs**") incurred in connection with the Property and never permit to exist beyond the due date thereof in respect of the Property or any part thereof any lien or security interest, even though inferior to the liens and the security interests hereof, and in any event never permit to be created or exist in respect of the Property or any part thereof any other or additional lien or security interest other than the liens or security interests hereof except for the Permitted Encumbrances.

(b) Subject to the terms, provisions and conditions of the Loan Agreement, after prior written notice to Lender, Borrower, or any tenant of the Property pursuant to the terms of such tenant's lease, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any of the Labor and Material Costs, provided that (i) no Event of Default has occurred and is continuing under the Loan Agreement, the Note, this Mortgage or any of the other Loan Documents, (ii) Borrower is permitted to do so under the provisions of any other mortgage, deed of trust or deed to secure debt affecting the Property, (iii) such proceeding shall suspend the collection of the Labor and Material Costs from Borrower and from the Property or Borrower shall have paid all of the Labor and Material Costs under protest, (iv) such proceeding shall be permitted under and be conducted in accordance with the provisions of any other instrument to which Borrower is subject and shall not constitute a default thereunder, (v) neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, terminated, canceled or lost, and (vi) Borrower shall have furnished the security as may be required in the proceeding, or as may be reasonably requested by Lender to insure the payment of any contested Labor and Material Costs, together with all interest and penalties thereon.

Section 3.7 Performance of Other Agreements. Borrower shall observe and perform each and every term, covenant and provision to be observed or performed by Borrower pursuant to the Loan Agreement, any other Loan Document and any other agreement or recorded

instrument affecting or pertaining to the Property and any amendments, modifications or changes thereto.

Section 3.8 Change of Name, Identity or Structure. Except as set forth in the Loan Agreement, Borrower shall not change Borrower's name, identity (including its trade name or names) or, if not an individual, Borrower's corporate, partnership or other structure without notifying Lender of such change in writing at least thirty (30) days prior to the effective date of such change and, in the case of a change in Borrower's structure, without first obtaining the prior written consent of Lender which consent will not be unreasonably withheld, delayed or conditioned, provided that such action is otherwise in compliance with the Loan Agreement. Borrower shall execute and deliver to Lender, prior to or contemporaneously with the effective date of any such change, any financing statement or financing statement change reasonably required by Lender to establish or maintain the validity, perfection and priority of the security interest granted herein. At the request of Lender, Borrower shall execute a certificate in form reasonably satisfactory to Lender listing the trade names under which Borrower intends to operate the Property, and representing and warranting that Borrower does business under no other trade name with respect to the Property.

Section 3.9 Title. Borrower has good, marketable and insurable fee simple title to the real property comprising part of the Property and good title to the balance of such Property, free and clear of all Liens (as defined in the Loan Agreement) whatsoever except the Permitted Encumbrances (as defined in the Loan Agreement), such other Liens as are permitted pursuant to the Loan Documents and the Liens created by the Loan Documents. To Borrower's actual knowledge, the Permitted Encumbrances in the aggregate do not materially and adversely affect the value, operation or use of the Property or Borrower's ability to repay the Loan. This Mortgage, when properly recorded in the appropriate records, together with any Uniform Commercial Code financing statements required to be filed in connection therewith, will create a valid, perfected first priority lien, security title and security interest on the Property, to the extent such security interest can be perfected by filing, subject only to any applicable Permitted Encumbrances, such other Liens as are permitted pursuant to the Loan Documents and the Liens created by the Loan Documents. There are no claims for payment for work, labor or materials affecting the Property which are past due and are or may become a lien prior to, or of equal priority with, the Liens created by the Loan Documents unless such claims for payments are being contested in accordance with the terms and conditions of this Mortgage.

Section 3.10 Letter of Credit Rights. If Borrower is at any time a beneficiary under a letter of credit relating to the properties, rights, titles and interests referenced in Section 1.1 of this Mortgage now or hereafter issued in favor of Borrower, Borrower shall promptly notify Lender thereof and, at the request and option of Lender, Borrower shall, pursuant to an agreement in form and substance satisfactory to Lender, either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to Lender of the proceeds of any drawing under the letter of credit or (ii) arrange for Lender to become the transferee beneficiary of the letter of credit, with Lender agreeing, in each case that the proceeds of any drawing under the letter of credit are to be applied as provided in Section 7.2 of this Mortgage.

ARTICLE 4 - OBLIGATIONS AND RELIANCES

Section 4.1 Relationship of Borrower and Lender. The relationship between Borrower and Lender is solely that of debtor and creditor, and Lender has no fiduciary or other special relationship with Borrower, and no term or condition of any of the Loan Agreement, the Note, this Mortgage and the other Loan Documents shall be construed so as to deem the relationship between Borrower and Lender to be other than that of debtor and creditor.

Section 4.2 No Reliance on Lender. The general partners, members, principals and (if Borrower is a trust) beneficial owners of Borrower are experienced in the ownership and operation of properties similar to the Property, and Borrower and Lender are relying solely upon such expertise and business plan in connection with the ownership and operation of the Property. Borrower is not relying on Lender's expertise, business acumen or advice in connection with the Property.

Section 4.3 No Lender Obligations.

(a) Notwithstanding the provisions of Subsections 1.1(h) and (n) or Section 1.2, Lender is not undertaking the performance of (i) any obligations under the Leases; or (ii) any obligations with respect to such agreements, contracts, certificates, instruments, franchises, permits, trademarks, licenses and other documents.

(b) By accepting or approving anything required to be observed, performed or fulfilled or to be given to Lender pursuant to this Mortgage, the Loan Agreement, the Note or the other Loan Documents, including, without limitation, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or insurance policy, Lender shall not be deemed to have warranted, consented to, or affirmed the sufficiency, the legality or effectiveness of same, and such acceptance or approval thereof shall not constitute any warranty or affirmation with respect thereto by Lender.

Section 4.4 Reliance. Borrower recognizes and acknowledges that in accepting the Loan Agreement, the Note, this Mortgage and the other Loan Documents, Lender is expressly and primarily relying on the truth and accuracy of the warranties and representations set forth in Section 4.1 of the Loan Agreement without any obligation to investigate the Property and notwithstanding any investigation of the Property by Lender; that such reliance existed on the part of Lender prior to the date hereof, that the warranties and representations are a material inducement to Lender in making the Loan; and that Lender would not be willing to make the Loan and accept this Mortgage in the absence of the warranties and representations as set forth in Section 4.1 of the Loan Agreement.

ARTICLE 5 - FURTHER ASSURANCES

Section 5.1 Recording of Mortgage, Etc. Borrower forthwith upon the execution and delivery of this Mortgage and thereafter, from time to time, will cause this Mortgage and any of the other Loan Documents creating a lien or security interest or evidencing the lien hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien or security interest hereof upon, and the interest

of Lender in, the Property. Borrower will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Note, this Mortgage, the other Loan Documents, any note, deed of trust or mortgage supplemental hereto, any security instrument with respect to the Property and any instrument of further assurance, and any modification or amendment of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage, any deed of trust or mortgage supplemental hereto, any security instrument with respect to the Property or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

Section 5.2 Further Acts, Etc. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, deeds of trust, mortgages, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Lender the property and rights hereby mortgaged, deeded, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Mortgage or for filing, registering or recording this Mortgage, or for complying with all Legal Requirements. Borrower, on demand, will execute and deliver, and in the event it shall fail to so execute and deliver, hereby authorizes Lender to execute in the name of Borrower or without the signature of Borrower to the extent Lender may lawfully do so, one or more financing statements to evidence more effectively the security interest of Lender in the Property. Borrower grants to Lender an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Lender at law and in equity following an Event of Default, including without limitation, such rights and remedies available to Lender pursuant to this Section 5.2.

Section 5.3 Changes in Tax, Debt, Credit and Documentary Stamp Laws.

(a) If any law is enacted or adopted or amended after the date of this Mortgage which deducts the Debt from the value of the Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Debt or Lender's interest in the Property, Borrower will pay the tax, with interest and penalties thereon, if any. If Lender is advised by counsel chosen by it that the payment of tax by Borrower would be unlawful or taxable to Lender or unenforceable or provide the basis for a defense of usury then Lender shall have the option by written notice of not less than one hundred eighty (180) days to declare the Debt immediately due and payable.

(b) Borrower will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the Taxes or Other Charges assessed against the Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Property, or any part thereof, for real estate tax purposes by reason of this Mortgage or the Debt. If such claim, credit or deduction shall be required by law, Lender shall have the option, by written notice of not less than one hundred eighty (180) days, to declare the Debt immediately due and payable.

(c) If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Note, this Mortgage, or any of the other Loan Documents or impose any other tax or charge on the same, Borrower will pay for the same, with interest and penalties thereon, if any.

Section 5.4 Splitting of Mortgage. The provisions of Section 8.2(c) of the Loan Agreement are hereby incorporated by reference herein.

Section 5.5 Replacement Documents. Upon receipt of an affidavit of an officer of Lender as to the loss, theft, destruction or mutilation of the Note or any other Loan Document which is not of public record, and, in the case of any such mutilation, upon surrender and cancellation of such Note or other Loan Document, Borrower will issue, in lieu thereof, a replacement Note or other Loan Document, dated the date of such lost, stolen, destroyed or mutilated Note or other Loan Document in the same principal amount thereof and otherwise of like tenor.

ARTICLE 6 - DUE ON SALE/ENCUMBRANCE

Section 6.1 Lender Reliance. Borrower acknowledges that Lender has examined and relied on the experience of Borrower and its general partners, members, principals and (if Borrower is a trust) beneficial owners in owning and operating properties such as the Property in agreeing to make the Loan, and will continue to rely on Borrower's ownership of the Property as a means of maintaining the value of the Property as security for repayment of the Debt and the performance of the Other Obligations. Borrower acknowledges that Lender has a valid interest in maintaining the value of the Property so as to ensure that, should Borrower default in the repayment of the Debt or the performance of the Other Obligations, Lender can recover the Debt by a sale of the Property conducted in accordance with the terms of the Loan Documents and applicable law.

Section 6.2 No Sale/Encumbrance. Neither Borrower nor any Restricted Party shall Transfer the Property or any part thereof or any interest therein or permit or suffer the Property or any part thereof or any interest therein to be Transferred other than as expressly permitted pursuant to the Loan Agreement.

ARTICLE 7 - RIGHTS AND REMEDIES UPON DEFAULT

Section 7.1 Remedies. Upon the occurrence and during the continuance of any Event of Default, Borrower agrees that Lender may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Borrower and in and to the Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender:

- (a) declare the entire unpaid Debt to be immediately due and payable;
- (b) institute proceedings, judicial or otherwise, for the complete foreclosure of this Mortgage under any applicable provision of law, in which case the Property or any interest

therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

(c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Debt then due and payable, subject to the continuing lien and security interest of this Mortgage for the balance of the Debt not then due, unimpaired and without loss of priority;

(d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Borrower therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;

(e) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note, the Loan Agreement or in the other Loan Documents;

(f) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Mortgage or the other Loan Documents;

(g) apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Borrower, any guarantor or any indemnitor with respect to the Loan or of any Person liable for the payment of the Debt;

(h) the license granted to Borrower under Section 1.2 hereof shall automatically be revoked and Lender may, to the extent permitted pursuant to procedures provided by applicable law, enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Borrower and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Borrower agrees to surrender possession of the Property and of such books, records and accounts to Lender upon demand, and thereupon Lender may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Lender deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Borrower with respect to the Property, whether in the name of Borrower or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof; (v) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Borrower; (vi) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment of the Debt, in such order, priority and proportions as Lender shall deem appropriate in its sole discretion after deducting therefrom

all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other Charges, insurance and other expenses in connection with the Property, as well as just and reasonable compensation for the services of Lender, its counsel, agents and employees;

(i) exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the Fixtures, the Equipment, the Personal Property or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Fixtures, the Equipment, the Personal Property, and (ii) request Borrower at its expense to assemble the Fixtures, the Equipment, the Personal Property and make it available to Lender at a convenient place acceptable to Lender. Any notice of sale, disposition or other intended action by Lender with respect to the Fixtures, the Equipment, the Personal Property sent to Borrower in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute commercially reasonable notice to Borrower;

(j) apply any sums then deposited or held in escrow or otherwise by or on behalf of Lender in accordance with the terms of the Loan Agreement, this Mortgage or any other Loan Document to the payment of the following items in any order in its sole discretion;

(i) Taxes and Other Charges;

(ii) Insurance Premiums;

(iii) Interest on the unpaid principal balance of the Note;

(iv) Amortization of the unpaid principal balance of the Note;

(v) All other sums payable pursuant to the Note, the Loan Agreement, this Mortgage and the other Loan Documents, including without limitation advances made by Lender pursuant to the terms of this Mortgage;

(k) pursue such other remedies as Lender may have under applicable law; or

(l) apply the undisbursed balance of any Net Proceeds Deficiency deposit, together with interest thereon, to the payment of the Debt in such order, priority and proportions as Lender shall deem to be appropriate in its discretion.

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of the Property, this Mortgage shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority.

Section 7.2 Application of Proceeds. The purchase money, proceeds and avails of any disposition of the Property, and or any part thereof, or any other sums collected by Lender pursuant to the Note, this Mortgage or the other Loan Documents, may be applied by Lender to the payment of the Debt in such priority and proportions as Lender in its discretion shall deem proper.

Section 7.3 Right to Cure Defaults. Upon the occurrence and during the continuance of any Event of Default or if Borrower fails to make any payment or to do any act as herein provided, Lender may, but without any obligation to do so and without notice to or demand on Borrower and without releasing Borrower from any obligation hereunder, make or do the same in such manner and to such extent as Lender may deem necessary to protect the security hereof. Lender is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Mortgage or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section 7.3, shall constitute a portion of the Debt and shall be due and payable to Lender upon demand. All such costs and expenses incurred by Lender in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the Default Rate, for the period after notice from Lender that such cost or expense was incurred to the date of payment to Lender. All such costs and expenses incurred by Lender together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and be secured by this Mortgage and the other Loan Documents and shall be immediately due and payable upon demand by Lender therefor.

Section 7.4 Actions and Proceedings. Lender has the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or proceeding, in the name and on behalf of Borrower, which Lender, in its discretion, decides should be brought to protect its interest in the Property.

Section 7.5 Recovery of Sums Required To Be Paid. Lender shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Lender thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Borrower existing at the time such earlier action was commenced.

Section 7.6 Examination of Books and Records. At reasonable times and upon reasonable notice, Lender, its agents, accountants and attorneys shall have the right to examine the records, books, management and other papers of Borrower which reflect upon their financial condition, at the Property or at any office regularly maintained by Borrower where the books and records are located. Lender and its agents shall have the right to make copies and extracts from the foregoing records and other papers. In addition, at reasonable times and upon reasonable notice, Lender, its agents, accountants and attorneys shall have the right, at the sole cost and expense of Lender unless an Event of Default then exists or unless such examination reveals a material inaccuracy in the financial condition of Borrower from that reported to Lender pursuant to the requirements set forth in the Loan Documents, to examine and audit the books and records of Borrower pertaining to the income, expenses and operation of the Property during reasonable business hours at any office of Borrower where the books and records are located. This Section 7.6 shall apply throughout the term of the Note and without regard to whether an Event of Default has occurred or is continuing.

Section 7.7 Other Rights, Etc.

(a) The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Mortgage. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (i) the failure of Lender to comply with any request of Borrower or any guarantor or any indemnitor with respect to the Loan to take any action to foreclose this Mortgage or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any person liable for the Debt or any portion thereof, or (iii) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Mortgage or the other Loan Documents.

(b) It is agreed that the risk of loss or damage to the Property is on Borrower, and Lender shall have no liability whatsoever for decline in value of the Property, for failure to maintain the Policies, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Lender shall not be deemed an election of judicial relief if any such possession is requested or obtained with respect to any Property or collateral not in Lender's possession.

(c) Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to foreclose this Mortgage. The rights of Lender under this Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Lender shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

Section 7.8 Right to Release Any Portion of the Property. Lender may release any portion of the Property for such consideration as Lender may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Mortgage, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Lender for such release, and may accept by assignment, pledge or otherwise any other property in place thereof as Lender may require without being accountable for so doing to any other lienholder. This Mortgage shall continue as a lien and security interest in the remaining portion of the Property.

Section 7.9 Violation of Laws. If the Property is not in material compliance with Legal Requirements, Lender may impose additional requirements upon Borrower in connection herewith including, without limitation, monetary reserves or financial equivalents.

Section 7.10 Recourse and Choice of Remedies. Notwithstanding any other provision of this Mortgage or the Loan Agreement, including, without limitation, Section 9.3 of the Loan Agreement, to the fullest extent permitted by applicable law, Lender and other Indemnified Parties (as hereinafter defined) are entitled to enforce the obligations of Borrower contained in Sections 9.1, 9.2 and 9.3 herein and Section 9.3 of the Loan Agreement without first resorting to or exhausting any security or collateral and without first having recourse to the Note or the

Property, through foreclosure or acceptance of a deed in lieu of foreclosure or otherwise, and in the event Lender commences a foreclosure action against the Property, Lender is entitled to pursue a deficiency judgment with respect to such obligations against Borrower. The provisions of Sections 9.1, 9.2 and 9.3 herein and Section 9.3 of the Loan Agreement are exceptions to any non-recourse or exculpation provisions in the Loan Agreement, the Note, this Mortgage or the other Loan Documents, and Borrower is fully and personally liable for the obligations pursuant to Sections 9.1, 9.2 and 9.3 herein and Section 9.3 of the Loan Agreement. The liability of Borrower pursuant to Sections 9.1, 9.2 and 9.3 herein and Section 9.3 of the Loan Agreement is not limited to the original principal amount of the Note. Notwithstanding the foregoing, nothing herein shall inhibit or prevent Lender from foreclosing or exercising any other rights and remedies pursuant to the Loan Agreement, the Note, this Mortgage and the other Loan Documents, whether simultaneously with foreclosure proceedings or in any other sequence. A separate action or actions may be brought and prosecuted against Borrower pursuant to Sections 9.1, 9.2 and 9.3 herein and Section 9.3 of the Loan Agreement, whether or not action is brought against any other Person or whether or not any other Person is joined in the action or actions. In addition, Lender shall have the right but not the obligation to join and participate in, as a party if it so elects, any administrative or judicial proceedings or actions initiated in connection with any matter addressed in Article 9 herein.

Section 7.11 Right of Entry. Upon reasonable notice to Borrower, Lender and its agents shall have the right to enter and inspect the Property at all reasonable times.

ARTICLE 8 - ENVIRONMENTAL HAZARDS

Section 8.1 Environmental Representations, Warranties and Covenants; Lender's Rights; Environmental Indemnification. Borrower has concurrently herewith delivered to Lender that certain Environmental Indemnity Agreement in connection with the Loan, the terms and provisions of which are hereby fully incorporated herein by reference.

ARTICLE 9 - INDEMNIFICATION

Section 9.1 General Indemnification. Borrower shall, at its sole cost and expense, protect, defend (with legal counsel reasonably acceptable to Lender), indemnify, release and hold harmless the Indemnified Parties for, from and against any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, diminutions in value, fines, penalties, charges, fees, expenses, judgments, awards, amounts paid in settlement, punitive damages, foreseeable and unforeseeable consequential damages, of whatever kind or nature (including but not limited to reasonable attorneys' fees and other costs of defense) (collectively, the "Losses") imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any one or more of the following: (a) ownership of this Mortgage, the Property or any interest therein or receipt of any Rents; (b) any amendment to, or restructuring of, the Debt, the Note, the Loan Agreement, this Mortgage, or any other Loan Documents; (c) any and all lawful action that may be taken by Lender in connection with the enforcement of the provisions of this Mortgage or the Loan Agreement or the Note or any of the other Loan Documents, whether or not suit is filed in connection with same, or in connection with Borrower, any guarantor or any indemnitor and/or any partner, joint venturer or shareholder thereof

becoming a party to a voluntary or involuntary federal or state bankruptcy, insolvency or similar proceeding; (d) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (f) the failure of any person to file timely with the Internal Revenue Service an accurate Form 1099-B, Statement for Recipients of Proceeds from Real Estate, Broker and Barter Exchange Transactions, which may be required in connection with this Mortgage, or to supply a copy thereof in a timely fashion to the recipient of the proceeds of the transaction in connection with which this Mortgage is made; (g) any failure of the Property to be in compliance with any Legal Requirements; (h) the enforcement by any Indemnified Party of the provisions of this Article 9; (i) any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any Lease; (j) the payment of any commission, charge or brokerage fee to anyone claiming through Borrower which may be payable in connection with the funding of the Loan; or (k) any misrepresentation made by Borrower in this Mortgage or any other Loan Document. Notwithstanding the foregoing, Borrower shall not be liable to the Indemnified Parties under this Section 9.1 for any Losses to the extent such Losses arise by reason of, and to the extent attributable to, the gross negligence, illegal acts, fraud or willful misconduct of the Indemnified Parties or Losses resulting from acts or omissions arising after a completed foreclosure of the Property or acceptance by Lender of a deed in lieu of foreclosure. Any amounts payable to Lender by reason of the application of this Section 9.1 shall become immediately due and payable and shall bear interest at the Default Rate from the date loss or damage is sustained by Lender until paid. For purposes of this Article 9, the term "**Indemnified Parties**" means Lender, its designee, (whether or not it is the Lender), any Affiliate of Lender that has filed any registration statement relating to the Securitization or has acted as the sponsor or depositor in connection with the Securitization, any Affiliate of Lender that acts as an underwriter, placement agent or initial purchaser of Securities issued in the Securitization, any other co-underwriters, co-placement agents or co-initial purchasers of Securities issued in the Securitization, and each of their respective officers, directors, partners, employees, representatives, agents and Affiliates and each Person or entity who Controls any such Person within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, any Person who is or will have been involved in the origination of the Loan, any Person who is or will have been involved in the servicing of the Loan secured hereby, any Person in whose name the encumbrance created by this Mortgage is or will have been recorded, any Person who may hold or acquire or will have held a full or partial interest in the Loan secured hereby (including, but not limited to, investors or prospective investors in the Securities, as well as custodians, trustees and other fiduciaries who hold or have held a full or partial interest in the Loan secured hereby for the benefit of third parties) as well as the respective directors, officers, shareholders, partners, employees, agents, servants, representatives, contractors, subcontractors, affiliates, subsidiaries, participants, successors and assigns of any and all of the foregoing (including, but not limited to, any other Person who holds or acquires or will have held a participation or other full or partial interest in the Loan, whether during the term of the Loan or as a part of or following a foreclosure of the Loan and including, but not limited to any successors by merger, consolidation or acquisition of all or a substantial portion of Lender's assets and business).

Section 9.2 Mortgage and/or Intangible Tax. Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any tax on the making and/or recording of this Mortgage, the Note or any of the other Loan Documents, but excluding any income, franchise or other similar taxes. Borrower hereby agrees that, in the event that it is determined that any documentary stamp taxes or intangible personal property taxes are due hereon or on any mortgage or promissory note executed in connection herewith (including, without limitation, the Note), Borrower shall indemnify and hold harmless the Indemnified Parties for all such documentary stamp and/or intangible taxes, including all penalties and interest assessed or charged in connection therewith.

Section 9.3 ERISA Indemnification. Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses (including, without limitation, reasonable attorneys' fees and costs incurred in the investigation, defense, and settlement of Losses incurred in correcting any prohibited transaction or in the sale of a prohibited loan, and in obtaining any individual prohibited transaction exemption under ERISA that may be required, in Lender's sole discretion) that Lender may incur, directly or indirectly, as a result of a breach of any of the representations made under Section 4.1.9 of the Loan Agreement or a breach of any negative covenants contained in Section 5.2.9 of the Loan Agreement.

Section 9.4 Duty to Defend; Attorneys' Fees and Other Fees and Expenses. Upon written request by any Indemnified Party, Borrower shall defend such Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals approved by the Indemnified Parties. Notwithstanding the foregoing, if the defendants in any such claim or proceeding include both Borrower and any Indemnified Party and Borrower and such Indemnified Party shall have reasonably concluded that there are any legal defenses available to it and/or other Indemnified Parties that are different from or additional to those available to Borrower, such Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such Indemnified Party, provided that no compromise or settlement shall be entered without Borrower's consent, which consent shall not be unreasonably withheld. Upon demand, Borrower shall pay or, in the sole and absolute discretion of the Indemnified Parties, reimburse, the Indemnified Parties for the payment of reasonable third party out of pocket fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals in connection therewith.

ARTICLE 10 - WAIVERS

Section 10.1 Waiver of Counterclaim. To the extent permitted by applicable law, Borrower hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Lender arising out of or in any way connected with this Mortgage, the Loan Agreement, the Note, any of the other Loan Documents, or the Obligations.

Section 10.2 Marshalling and Other Matters. To the extent permitted by applicable law, Borrower hereby waives, to the extent permitted by law, the benefit of all appraisal, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Borrower hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Borrower, and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date of this Mortgage and on behalf of all persons to the extent permitted by applicable law.

Section 10.3 Waiver of Notice. To the extent permitted by applicable law, Borrower shall not be entitled to any notices of any nature whatsoever from Lender except with respect to matters for which this Mortgage specifically and expressly provides for the giving of notice by Lender to Borrower and except with respect to matters for which Lender is required by applicable law to give notice, and Borrower hereby expressly waives the right to receive any notice from Lender with respect to any matter for which this Mortgage does not specifically and expressly provide for the giving of notice by Lender to Borrower.

Section 10.4 Waiver of Statute of Limitations. To the extent permitted by applicable law, Borrower hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to payment of the Debt or performance of its Other Obligations.

Section 10.5 Survival. Except as set forth in Section 9.1 hereof, the indemnifications made pursuant to Sections 9.1, 9.2, 9.3 and 9.4 herein and the representations and warranties, covenants, and other obligations arising under Article 8, shall continue indefinitely in full force and effect and shall survive and shall in no way be impaired by any of the following: any satisfaction or other termination of this Mortgage, any assignment or other transfer of all or any portion of this Mortgage or Lender's interest in the Property (but, in such case, shall benefit both Indemnified Parties and any assignee or transferee), any exercise of Lender's rights and remedies pursuant hereto including, but not limited to, foreclosure or acceptance of a deed in lieu of foreclosure, any exercise of any rights and remedies pursuant to the Loan Agreement, the Note or any of the other Loan Documents, any transfer of all or any portion of the Property (whether by Borrower or by Lender following foreclosure or acceptance of a deed in lieu of foreclosure or at any other time), any amendment to this Mortgage, the Loan Agreement, the Note or the other Loan Documents, and any act or omission that might otherwise be construed as a release or discharge of Borrower from the obligations pursuant hereto.

ARTICLE 11 - EXCULPATION

The provisions of Section 9.3 of the Loan Agreement are hereby incorporated by reference into this Mortgage to the same extent and with the same force as if fully set forth herein.

ARTICLE 12 - NOTICES

All notices or other written communications hereunder shall be delivered in accordance with Section 10.6 of the Loan Agreement.

ARTICLE 13 - APPLICABLE LAW

Section 13.1 Governing Law. This Mortgage shall be governed in accordance with the terms and provisions of Section 10.3 of the Loan Agreement.

Section 13.2 Usury Laws. Notwithstanding anything to the contrary, (a) all agreements and communications between Borrower and Lender are hereby and shall automatically be limited so that, after taking into account all amounts deemed interest, the interest contracted for, charged or received by Lender shall never exceed the maximum lawful rate or amount, (b) in calculating whether any interest exceeds the lawful maximum, all such interest shall be amortized, prorated, allocated and spread over the full amount and term of all principal indebtedness of Borrower to Lender, and (c) if through any contingency or event, Lender receives or is deemed to receive interest in excess of the lawful maximum, any such excess shall be deemed to have been applied toward payment of the principal of any and all then outstanding indebtedness of Borrower to Lender, or if there is no such indebtedness, shall immediately be returned to Borrower.

Section 13.3 Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Mortgage or any application thereof shall be invalid or unenforceable, the remainder of this Mortgage and any other application of the term shall not be affected thereby.

ARTICLE 14 - DEFINITIONS

All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by this Mortgage," the word "Property" shall include any portion of the Property and any interest therein, and the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

Section 15.1 No Oral Change. This Mortgage, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 15.2 Successors and Assigns. This Mortgage shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 15.3 Inapplicable Provisions. If any term, covenant or condition of the Loan Agreement, the Note or this Mortgage is held to be invalid, illegal or unenforceable in any respect, the Loan Agreement, the Note and this Mortgage shall be construed without such provision.

Section 15.4 Headings, Etc. The headings and captions of various Sections of this Mortgage are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 15.5 Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 15.6 Subrogation. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Lender shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Lender and are merged with the lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of Borrower's obligations hereunder, under the Loan Agreement, the Note and the other Loan Documents and the performance and discharge of the Other Obligations.

Section 15.7 Entire Agreement. The Note, the Loan Agreement, this Mortgage and the other Loan Documents constitute the entire understanding and agreement between Borrower and Lender with respect to the transactions arising in connection with the Debt and supersede all prior written or oral understandings and agreements between Borrower and Lender with respect thereto. Borrower hereby acknowledges that, except as incorporated in writing in the Note, the Loan Agreement, this Mortgage and the other Loan Documents, there are not, and were not, and no persons are or were authorized by Lender to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Note, the Loan Agreement, this Mortgage and the other Loan Documents.

Section 15.8 Limitation on Lender's Responsibility. No provision of this Mortgage shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession."

Section 15.9 Conflict of Terms. In case of any conflict between the terms of this Mortgage and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

ARTICLE 16 - STATE-SPECIFIC PROVISIONS

Section 16.1 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article 16 and the terms and conditions of this Mortgage, the terms and conditions of this Article 16 shall control and be binding.

Section 16.2 ACCELERATED REDEMPTION. BORROWER AGREES TO THE PROVISIONS OF SECTION 846.103, WIS. STATS., OR ANY SUCCESSOR PROVISION. IF LENDER IN AN ACTION TO FORECLOSE THIS MORTGAGE WAIVES ALL RIGHT TO A JUDGMENT FOR DEFICIENCY AND CONSENTS TO BORROWER'S REMAINING IN POSSESSION OF THE PROPERTY, THEN THE SALE OF THE PROPERTY MAY BE THREE (3) MONTHS FROM THE DATE JUDGMENT IS ENTERED. IN ANY CASE, IF THE PROPERTY HAS BEEN ABANDONED, THEN THE SALE OF THE PROPERTY MAY BE TWO (2) MONTHS FROM THE DATE JUDGMENT IS ENTERED.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, this Mortgage has been executed by Borrower as of the day and year first above written.

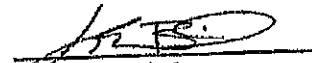
BORROWER:

MT. PLEASANT RETAIL VENTURE DST, a
Delaware statutory trust

By: Mt. Pleasant Retail Venture Exchange,
L.L.C., a Delaware limited liability
company, its Signatory Trustee

By: Inland Private Capital Corporation, a
Delaware corporation, its Sole
Member

By:


Joseph E. Binder
Assistant Vice President

ACKNOWLEDGMENTS

STATE OF ILLINOIS .)
) SS.
COUNTY OF DUPAGE)

The foregoing instrument was acknowledged before me this 1ST day of June 2012, by Joseph E. Binder, Assistant Vice President of Inland Private Capital Corporation, a Delaware corporation, the sole member of Mt. Pleasant Retail Venture Exchange, L.L.C., a Delaware limited liability company, the signatory trustee of Mt. Pleasant Retail Venture DST, a Delaware statutory trust, on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Elizabeth G. Hill
NOTARY PUBLIC

(SEAL)



EXHIBIT "A"

LEGAL DESCRIPTION

Parcel A:
Lots 2, 3 and 4 of Certified Survey Map No. 3004, recorded on October 28, 2010, in Volume 9 of Certified Survey Maps, Page 724, as Document No. 2266412, a division of part of the Southeast 1/4 of the Southeast 1/4 of Section 23, and part of the Southwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the Village of Mount Pleasant, County of Racine, State of Wisconsin

Tax Key No: 151-03-22-24-032-021
Tax Key No: 151-03-22-24-032-031
Tax Key No: 151-03-22-24-032-041

Parcel B:
Non-exclusive easement for ingress and egress purposes as set forth in Declaration of Easements, Covenants, Conditions and Restrictions, recorded as Document No. 2268688 and as thereafter amended by First Amendment to Declaration of Easements, Covenants, Conditions & Restrictions recorded as Document No. 2288983 in the Village of Mount Pleasant, County of Racine, State of Wisconsin.

Parcel C:
Non-exclusive easement for parking purposes as set forth in Restrictive Covenant and Easement Agreement, recorded as Document No. 2295101 in the Village of Mount Pleasant, County of Racine, State of Wisconsin.

Parcel D:
Non-exclusive Storm Sewer Easement recorded October 26, 2010 under Document No. 2266131 in the Register of Deeds office in Racine County, Wisconsin benefiting the insured property.

Document #: 2339631

Date: 12-28-2012 Time: 9:33 AM Pages: 4
Fee: \$30.00 County: RACINE State: WI
Requesting Party: Anderson, McCoy & Orta
Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS

***The above recording information verifies
this document has been electronically
recorded and returned to the submitter***

**ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF
LEASES AND RENTS AND SECURITY AGREEMENT**

THIS DOCUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

ANDERSON, McCOY & ORTA, P.C.

100 North Broadway, Suite 2600

Oklahoma City, Oklahoma 73102

Telephone: 888-236-0007

Racine County, Wisconsin

Parcel Number(s): 151-03-22-24-032-021; 151-03-22-24-032-031; 151-03-22-24-032-041

KNOW THAT

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, having an address at
383 Madison Avenue, New York, NY 10179 ("Assignor"),

For valuable consideration given by:

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE
REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE
SECURITIES TRUST 2012-C8, COMMERCIAL MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2012-C8, having an address at 9062 Old Annapolis Road,
Columbia, MD 21045 ("Assignee"),

the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant,
bargain, sell, convey, assign, transfer, and set over, without recourse, representation and
warranty, all of Assignor's right, title and interest, of any kind whatsoever, including that of
mortgagee, beneficiary, payee, assignee or secured party (as the case may be), in and to the
following:

AMO Ref.: 777.056

Loan/File Name: Mt. Pleasant Pick N Save

Custodian Ref.:

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND
SECURITY AGREEMENT (as same may have been amended) by MT.
PLEASANT RETAIL VENTURE DST, a Delaware statutory trust
("Borrower"), to Assignor, and recorded June 14, 2012, as Document
Number 2320600, in the Real Estate Records pertaining to the land situated
in the State of Wisconsin, County of Racine ("Real Estate Records");

covering the property described on EXHIBIT "A" attached hereto and made a part hereof;

TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal
representatives and assigns of the Assignee forever.

(The remainder of this page has been intentionally left blank.)

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed this
20th day of December, 2012.

ASSIGNOR:

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION

By: Nancy S. Alto
Name: Nancy S. Alto
Title: Vice President

STATE OF NEW YORK

COUNTY OF NEW YORK

On the 20th day of December, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared Nancy S. Alto, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity as Vice President of JPMorgan Chase Bank, National Association, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires:

Signature: [Signature]

Notary Public

MARTIN PAUL BLAWEK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01916263640
Qualified in New York County
My Commission Expires June 11, 2016

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel A:

Lots 2, 3 and 4 of Certified Survey Map No. 3004, recorded on October 28, 2010, in Volume 9 of Certified Survey Maps, Page 724, as Document No. 2255412, a division of part of the Southeast 1/4 of the Southeast 1/4 of Section 23, and part of the Southwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the Village of Mount Pleasant, County of Racine, State of Wisconsin

Tax Key No: 151-03-22-24-032-021

Tax Key No: 151-03-22-24-032-031

Tax Key No: 151-03-22-24-032-041

Parcel B:

Non-exclusive easement for ingress and egress purposes as set forth in Declaration of Easements, Covenants, Conditions and Restrictions, recorded as Document No. 2268688 and as thereafter amended by First Amendment to Declaration of Easements, Covenants, Conditions & Restrictions recorded as Document No. 2288983 in the Village of Mount Pleasant, County of Racine, State of Wisconsin.

Parcel C:

Non-exclusive easement for parking purposes as set forth in Restrictive Covenant and Easement Agreement, recorded as Document No. 2295101 in the Village of Mount Pleasant, County of Racine, State of Wisconsin.

Parcel D:

Non-exclusive Storm Sewer Easement recorded October 26, 2010 under Document No. 2266131 in the Register of Deeds office in Racine County, Wisconsin benefiting the insured property.

Document # 2528442
RACINE COUNTY REGISTER OF DEEDS
August 21, 2019 10:41 AM

Document Number

**PARTIAL RELEASE OF
MORTGAGE, ASSIGNMENT OF
LEASES AND RENTS AND
SECURITY AGREEMENT
STATE OF WISCONSIN**

Connie C. Madsen

CONNIE COBB MADSEN
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

**The above recording information verifies
this document has been electronically recorded**
Returned to Chicago Title Waukesha - Escrow
Pages: 5

**WELLS FARGO BANK, NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE REGISTERED HOLDERS OF J.P.
MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES
TRUST 2012-C8, COMMERCIAL MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2012-C8
(Lender/Grantor)**

and

**MT. PLEASANT RETAIL VENTURE DST,
a Delaware statutory trust
(Borrower/Grantee)**

RETURN ADDRESS:

Polsinelli PC
ATTN: Jan Totero
900 West 48th Place, Suite 900
Kansas City, MO 64112

File No. 025319-609332
Loan No. 10064365

Parcel Nos.:
151-03-22-24-032-021
Now known as 151-03-22-245-000

**THIS INSTRUMENT WAS
DRAFTED BY:**

Gerri Brazeal
Polsinelli PC
900 West 48TH Place, Suite 900
Kansas City, Missouri 64112
Telephone: (816) 360-4294

**PARTIAL RELEASE OF MORTGAGE, ASSIGNMENT OF LEASES
AND RENTS AND SECURITY AGREEMENT**

THIS PARTIAL RELEASE OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (the "**Partial Release**") is executed and delivered by **WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES TRUST 2012-C8, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2012-C8**, having an address at c/o KeyBank National Association, 11501 Outlook Street, Suite 300, Overland Park, Kansas 66211 ("**Lender**").

RECITALS:

A. Lender is the current holder of that certain Promissory Note dated June 6, 2012, given by **MT. PLEASANT RETAIL VENTURE DST**, a Delaware statutory trust ("**Borrower**") in favor of **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION** ("**Original Lender**"), in the original principal amount of \$12,972,000.00 (the "**Note**"), which is secured in part by that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated June 6, 2012, given by Borrower in favor of Original Lender and recorded **June 14, 2012**, under Document No. **2320600**, in the Register of Deed's Office in and for Racine County, Wisconsin, as assigned by that certain Assignment of Mortgage, Assignment of Leases and Rents and Security Agreement dated December 20, 2012, from Original Lender to Lender and recorded **December 28, 2012**, under Document No. **2339631**, in the Register of Deed's Office in and for Racine County, Wisconsin (the "**Mortgage**").

B. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to Lender, Lender is willing to execute and deliver this Partial Release.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, without covenant or warranty, express or implied, hereby terminates, remises, releases, quit-claims and discharges the lien of the Mortgage only from that certain real property more particularly described on Exhibit A (the "**Partial Release Property**") attached hereto and made a part hereof for all purposes.

Notwithstanding the partial release of the lien of the Mortgage, the Note held by Lender shall remain in full force and effect and is not cancelled, and any indemnification obligations or other obligations under the Mortgage which, by their terms, survive a partial release of the lien of the Mortgage, shall continue in full force and effect and are not cancelled. This Partial Release applies only to the Partial Release Property and does not, and shall not be deemed to, in any way or manner release, discharge, affect, prejudice, or impair the lien or security interest of Lender with respect to any other property encumbered by the Mortgage.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Partial Release has been executed on the 19th day of July, 2019.

LENDER:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, AS TRUSTEE FOR THE
REGISTERED HOLDERS OF J.P. MORGAN
CHASE COMMERCIAL MORTGAGE
SECURITIES TRUST 2012-C8,
COMMERCIAL MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2012-C8

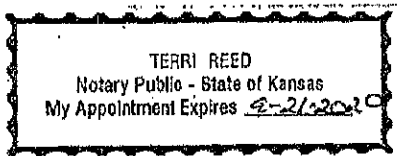
By: KeyBank National Association,
a national association, as Authorized Agent

By: 
Name: JEANNA EHLERS
Title: Asst Vice President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 19th day of JULY, 2019, personally appeared before me
Jeanne Shivers (name) to me known to be the Asst. Vice Pres.
(title) of KeyBank, National Association, as Authorized Agent for **WELLS FARGO BANK,
NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF
J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES TRUST 2012-C8,
COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2012-C8**, on
behalf of the association in its capacity as Authorized Agent, and acknowledged the said
instrument to be the free and voluntary act and deed of said association, for the uses and
purposes therein mentioned.

Witness my hand and Notarial Seal subscribed and affixed in said County and State on
the day and year written above in this certificate.



Terri Reed
Notary Public in and for Said County and State

Terri Reed
(Type, print or stamp the Notary's name below his or her signature)

My Commission Expires:

9-21-2020

[SEAL]

EXHIBIT A

Legal Description of the Partial Release Property

That portion of Lot 2 known as Parcel 3 conveyed to State of Wisconsin, Department of Transportation by a Warranty Deed recorded July 25, 2018, as Document No. 2499343, and referenced in the Schedule of Lands and Interests Required, containing Fee and Temporary Limited Easement, reflected on that certain Transportation Project Plan No. 2260-00-21-4.01, Amendment No. 1, recorded November 28, 2017, as Document No. 2480826, in the Racine County, Wisconsin Register of Deeds.

**SUBORDINATION,
NON-DISTURBANCE AND
ATTORNMMENT AGREEMENT**

Document #: **2326304**

Date: 08-09-2012 Time: 2:01 PM Pages: 11

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Chicago Title Insurance Company

Register of Deeds: TYSON PETTES

RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies
this document has been electronically
recorded and returned to the submitter**

Document Number

Document Title

Recording Area

Name and Return Address

KATTEN MUCHIN ROSENMAN LLP
550 S. TRYON STREET, SUITE 2900
CHARLOTTE, NC 28202
ATTENTION: DANIEL S. HUFFENUS,
ESQ.

SEE EXHIBIT A

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT-DO NOT REMOVE

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

RECORDING REQUESTED AND

Katten Muchin Rosenman LLP
550 S Tryon Street, Suite 2900
Charlotte, NC 28202
Attention: Daniel S. Huffenus, Esq.

Racine WI (Mt. Pleasant)

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT (the "Agreement") is made this 6th day of June, 2012, by and among JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a banking association chartered under the laws of the United States of America ("Mortgagee"); TEXAS ROADHOUSE HOLDINGS LLC, a Kentucky liability company ("Tenant"); and MT. PLEASANT RETAIL VENTURE DST, a Delaware statutory trust ("Landlord").

WITNESSETH:

WHEREAS, Mortgagee has made a loan (the "Loan") in the original principal sum of \$12912000 to Landlord, which Loan will be given pursuant to the terms and conditions of the Loan Agreement between Mortgagee and Landlord (the "Loan Agreement") and will be evidenced by a certain Promissory Note given by Landlord to Mortgagee (the "Note") and secured, in part, by a certain mortgage, deed of trust or similar security instrument given by Landlord to Mortgagee dated 6/6/12 and recorded in the Office of the Register of Deeds, Racine County, State of Wisconsin, under Document Number 2320600, (the "Mortgage") covering a parcel or parcels of land owned by Landlord and described on Exhibit "A" (the "Mortgaged Property") (the Loan Agreement, Note, Mortgage and other documents securing the loan, the "Loan Documents"); and

WHEREAS, by a certain Ground Lease Agreement entered into between Landlord, successor in interest to Gencap MT. Pleasant Outlot SW, LLC, and Texas Roadhouse, Inc. with an effective date of June 28, 2011, as assigned to Texas Roadhouse Holdings LLC pursuant to an assignment dated July 21, 2011 (the "Lease"), Landlord leased a portion of the Mortgaged Property to Tenant (said premises and the improvements on or to be erected thereon being hereinafter called the "Premises"); and

WHEREAS, a Memorandum of the Lease has been or will be recorded in the official records of Racine County, Wisconsin; and

WHEREAS, a copy of the Lease has been delivered to Mortgagee, the receipt of which is hereby acknowledged; and

WHEREAS, the parties hereto desire to acknowledge the subordination of the Lease to the lien of the Mortgage and to provide for the non-disturbance of Tenant by Mortgagee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Mortgagee hereby consents to and approves the Lease.
2. Tenant covenants and agrees with Mortgagee that the Lease is hereby made and shall continue hereafter to be subject and subordinate to the lien of the Mortgage (as same may be modified and extended), without regard to the order of priority of recording the Mortgage or the Memorandum of the Lease, subject, however, to the provisions of this Agreement.
3. Tenant certifies that the Lease is presently in full force and effect.
4. Mortgagee agrees that so long as the Lease shall be in full force and effect and Tenant is not in default thereunder or under this Agreement beyond any applicable notice or cure period:
 - (a) Tenant shall not be named or joined as a party defendant or otherwise in any suit, action or proceeding for the foreclosure of the Mortgage or to enforce any rights under the Mortgage or the bond or note or other obligation secured thereby, unless such joinder shall be required by law, provided, however, such joinder shall not result in the termination of the Lease or disturb the Tenant's possession or use of the Premises demised thereunder, and the sale of the Mortgaged Property in any such action or proceeding shall be made subject to all right of the Tenant under the Lease except as set forth in Section 6 below;
 - (b) The possession by Tenant of the Premises and the Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise affected by (i) any suit, action or proceeding upon the Mortgage or the bond or note or other obligation secured thereby, or for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage or any other documents held by the Mortgagee, or by any judicial sale or execution or other sale of the Mortgaged Property, or by any deed given in lieu of foreclosure, or by the exercise of any other rights given to the Mortgagee by any other documents or as a matter of law, or (ii) any default under the Mortgage or the bond or note or other obligation secured thereby; and
 - (c) All condemnation awards and insurance proceeds paid or payable with respect to the Premises, received by the Mortgagee, shall be applied and paid in the manner set forth in the Lease.
5. Mortgagee hereby acknowledges and agrees that all fixtures and equipment whether owned by Tenant or any subtenant or leased by Tenant from a lessor/owner (hereinafter called the "Equipment Lessor") installed in or on the Premises, regardless of the manner or mode of attachment, shall be and remain the property of Tenant or any such Equipment Lessor and may be removed by Tenant or any such Equipment Lessor at any time. In no event (including a default under the Lease or Mortgage) shall Mortgagee have any liens, rights or claims in Tenant's or Equipment Lessor's fixtures and equipment, whether or not all or any part thereof shall be

deemed fixtures; and Mortgagee expressly waives all rights of levy, distraint, or execution with respect to said fixtures and equipment.

6. If the Mortgagee shall become the owner of the Premises by reason of foreclosure of the Mortgage or otherwise, or if the Landlord's interest in the Premises shall be sold as a result of any action or proceeding to foreclose the Mortgage or by a deed or assignment given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant, as tenant thereunder, and the then owner of the Landlord's interest in the Premises, as landlord thereunder, upon all of the same terms, covenants and provisions contained in the Lease, and in such event:

(a) Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the renewal periods, if Tenant elects or has elected to exercise its options to extend the term) and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as landlord under the Lease; and

(b) Such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the renewal periods, if Tenant elects or has elected to exercise its options to extend the term) which terms, covenants and provisions such new owner hereby agrees to assume and perform; provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including Landlord) occurring prior to the date upon which the new owner succeeds to the interest of such prior landlord;

(ii) subject to any defenses or claims which Tenant may have against any prior landlord (including Landlord) resulting from any default or breach by such prior landlord occurring prior to the date upon which the new owner succeeds to the interest of such prior landlord; except for the exercise of rights expressly set forth in the Lease and further provided that Tenant shall have delivered to Lender written notice of the default which gave rise to such defense or claim and permitted Lender a reasonable opportunity to cure such default as permitted under Section [9] of this Agreement;

(iii) subject to any offsets or abatements which Tenant may have against any prior landlord (including Landlord) resulting from any default or breach by such prior landlord and occurring prior to the date upon which the new owner succeeds to the interest of such prior landlord; however, such new owner shall be subject to offsets to the extent such offsets are expressly permitted under the Lease and Mortgagee or such new owner has received notice thereof and the opportunity to cure pursuant to Section [9] of this Agreement (it being further agreed that offsets under the Lease that were deducted by Tenant prior to the date upon which the new owner succeeds to the interest of such prior landlord shall not be subject to challenge so long as such offsets were expressly permitted under the Lease)

(iv) bound by any rent which Tenant might have prepaid for more than one month in advance of its due date under the Lease to any prior landlord (including Landlord), unless such new owner acknowledges receipt of such prepayment;

(v) bound by any material amendment or modification of the Lease made without Mortgagee's, or such new owner's prior written consent, such consent not to be unreasonably withheld or delayed;

(vi) be obligated to construct or finish the construction or to renovate or finish the renovation of any part of the Premises or to reimburse Tenant for any construction work done by Tenant; and

(vii) bound by any assignment of the Lease or sublease of the Mortgaged Property, or any portion thereof, made prior to the time the new owner succeeded to prior landlord's (including Landlord) interest other than if pursuant to the provisions of the Lease or if previously approved in writing by Mortgagee.

7. After notice is given to Tenant by Mortgagee that the Landlord is in default under the Loan Documents and that the rentals under the Lease should be paid to Mortgagee pursuant to the terms of the assignment of leases and rents executed and delivered by Landlord to Mortgagee in connection therewith, Tenant shall thereafter pay to Mortgagee or as directed by the Mortgagee, all rentals and all other monies due or to become due to Landlord under the Lease and Landlord hereby expressly authorizes Tenant to make such payments to Mortgagee and hereby releases and discharges Tenant from any liability to Landlord on account of any such payments.

8. Tenant shall provide Mortgagee with copies of all written notices of default sent to Landlord pursuant to the Lease simultaneously with the transmission of such notices to the Landlord. Tenant agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation of the Lease or of abatement of the rents shall be effective unless Mortgagee shall have received notice of default giving rise to such cancellation or abatement and shall have failed within thirty (30) days after receipt of such notice to cure such default, or if such default cannot be cured within thirty (30) days, shall have failed within thirty (30) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default.

9. Any and all notices required under this Agreement shall be deemed to be properly given if (i) delivered in writing personally, or (ii) sent by U.S. certified mail with return receipt requested, or (iii) sent by facsimile or electronic mail followed with a copy thereof by U.S. mail the following business day, or (vi) sent by nationally recognized overnight delivery service, pre-paid, for overnight delivery with receipt requested, to Tenant and to Mortgagee at the addresses below, or to any subsequent address which Tenant or Mortgagee may designate in writing for such purpose. Date of service of a notice served by certified mail shall be the date which is three (3) business days following the date such notice is deposited in a Post Office of the United States Postal Service; notice served by personal delivery, by facsimile or by electronic mail shall be effective upon receipt; and notice served by overnight delivery service shall be effective the next business day after it is deposited with the delivery service.

Katten Muchin Rosenman LLP
550 S Tryon Street, Suite 2900
Charlotte, NC 28202
Attention: Daniel S. Huffenus, Esq.

If to Tenant: TEXAS ROADHOUSE, INC.
Attn: Legal Department
6040 Dutchmans Lane
Louisville, Kentucky 40205
Telephone: (502) 426-9984
Facsimile No. (502) 426-3274
Email: legal@texasroadhouse.com

If to Mortgagee: JPMorgan Chase Bank, National Association
383 Madison Avenue
New York, New York 10179
Attention: Joseph E. Geoghan
Facsimile No.: (212) 834-6029

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

10. The term "Mortgagee" as used herein shall include the successors and assigns of Mortgagee and any person, party or entity which shall become the owner of the Mortgaged Property by reason of a foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise. The term "Landlord" as used herein shall mean and include the present landlord under the Lease and such landlord's predecessors and successors in interest under the Lease, but shall not mean or include Mortgagee. The term "Mortgaged Property" as used herein shall mean the Mortgaged Property, the improvements now or hereafter located thereon and the estates therein encumbered by the Mortgage.

11. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

12. This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State where the Mortgaged Property is located and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State where the Mortgaged Property is located.

13. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

14. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

15. Mortgagee may sell, transfer and deliver the Note and assign the Mortgage, this Agreement and the other documents executed in connection therewith to one or more investors in the secondary mortgage market ("Investors"). In connection with such sale, Mortgagee may retain or assign responsibility for servicing the loan, including the Note, the Mortgage, this Agreement and the other documents executed in connection therewith, or may delegate some or all of such responsibility and/or obligations to a servicer including, but not limited to, any subservicer or master servicer, on behalf of the Investors. All references to Mortgagee herein shall refer to and include any such servicer to the extent applicable.

16. This Agreement shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, personal representatives, successors and assigns.

17. This Agreement contains the entire agreement between the parties and cannot be changed, modified, waived or cancelled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.

(SIGNATURE PAGE FOLLOWS)

Katten Muchin Rosenman LLP
550 S Tryon Street, Suite 2900
Charlotte, NC 28202
Attention: Daniel S. Huffenus, Esq.

TENANT:

TEXAS ROADHOUSE HOLDINGS LLC,
a Kentucky limited liability company

By: Texas Roadhouse, Inc.,
a Delaware corporation
Its: Manager

By: *Russell Arbuckle*
Name: Russell Arbuckle
Title: Director of Real Estate

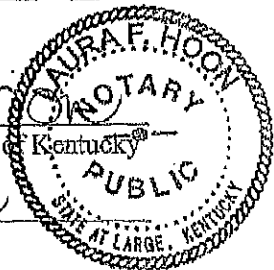
ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY §
§
COUNTY OF JEFFERSON §

Before me, the undersigned authority, on this day personally appeared Russell Arbuckle, the Director of Real Estate of Texas Roadhouse, Inc., a Delaware corporation, Manager of Texas Roadhouse Holdings LLC, a Kentucky limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

Given under my hand and seal of office on this 24th day of May 2012

Laura F. Hoon
Notary Public, Commonwealth of Kentucky
Laura F. Hoon
Printed Name



Katten Muchin Rosenman LLP
550 S Tryon Street, Suite 2900
Charlotte, NC 28202
Attention: Daniel S. Huffenus, Esq.

My Commission Expires Notary Public, State at Large, KY
My commission expires Feb. 28, 2016

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and years first above written.

LENDER:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a banking association chartered under the laws of the United States of America

By: _____

Jennifer Lewin
Vice President

STATE OF NEW YORK)

) SS

COUNTY OF NEW YORK)

This instrument was acknowledged before me on the 1st day of June, 2012, by Jennifer Lewin, as Vice President of **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a banking association chartered under the laws of the United States of America.

Alaina Ferraioli
Notary Public

My commission ends:

ALAINA FERRAIOLI
Notary Public, State of New York
Qualified in New York County
No. 01FE6173332
My Commission Expires 01-18-2016

Katten Muchin Rosenman LLP
550 S Tryon Street, Suite 2900
Charlotte, NC 28202
Attention: Daniel S. Hufenus, Esq.

LANDLORD:

MT. PLEASANT RETAIL VENTURE DST,
a Delaware statutory trust

By: Mt. Pleasant Retail Venture Exchange, L.L.C.,
a Delaware limited liability company, its signatory trustee

By: Inland Private Capital Corporation,
a Delaware corporation, its sole member

By: [Signature]
Name: Joseph E. Binder
Title: Assistant Vice President

Katten Muchin Rosenman LLP
550 S Tryon Street, Suite 2900
Charlotte, NC 28202
Attention: Daniel S. Huffenus, Esq.

ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF DUPAGE

§
§
§

Before me, the undersigned authority, on this day personally appeared JOSEPH E. BINDER, ASSISTANT VICE PRESIDENT of Inland Private Capital Corporation, a Delaware corporation, the sole member of Mt. Pleasant Retail Venture Exchange, L.L.C., a Delaware limited liability company, the signatory trustee of Mt. Pleasant Retail Venture DST, a Delaware statutory trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 30 day of MAY 2012.



[Signature]
Notary Public, State of ILLINOIS
Printed Name: DEBRA L. MATTEO
My Commission Expires: 06-30-2012

This instrument was drafted by Brad Dallet, Whyte Hirschboeck Dudek S.C.,
555 East Wells Street, Suite 1900, Milwaukee, Wisconsin 53202.

EXHIBIT A

Legal Description

Parcel A:

Lots 2, 3 and 4 of Certified Survey Map No. 3004, recorded on October 28, 2010, in Volume 9 of Certified Survey Maps, Page 724, as Document No. 2266412, a division of part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 23, and part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 24, Town 3 North, Range 22 East, in the Village of Mount Pleasant, County of Racine, State of Wisconsin

Tax Key No: 151-03-22-24-032-021

Tax Key No: 151-03-22-24-032-031

Tax Key No: 151-03-22-24-032-041

Parcel B:

Non-exclusive easement for ingress and egress purposes as set forth in Declaration of Easements, Covenants, Conditions and Restrictions, recorded as Document No. 2268688 and as thereafter amended by First Amendment to Declaration of Easements, Covenants, Conditions & Restrictions recorded as Document No. 2288983 in the Village of Mount Pleasant, County of Racine, State of Wisconsin.

Parcel C:

Non-exclusive easement for parking purposes as set forth in Restrictive Covenant and Easement Agreement, recorded as Document No. 2295101 in the Village of Mount Pleasant, County of Racine, State of Wisconsin.

Parcel D:

Non-exclusive Storm Sewer Easement recorded October 26, 2010 under Document No. 2266131 in the Register of Deeds office in Racine County, Wisconsin benefiting the insured property.

Katten Muchin Rosenman LLP
550 S Tryon Street, Suite 2900
Charlotte, NC 28202
Attention: Daniel S. Huffenus, Esq.

NON-DISTURBANCE,
ATTORNMEN AND
SUBORDINATION AGREEMENT

Document Number

Document Title

Document #: 2326305

Date: 08-09-2012 Time: 2:01 PM Pages: 8

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Chicago Title Insurance Company

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies
this document has been electronically
recorded and returned to the submitter.**

Recording Area

Name and Return Address
KATTEN MUCHIN ROSENMAN LLP
550 S. TRYON STREET, SUITE 2900
CHARLOTTE, NC 28202
ATTENTION: DANIEL S. HUFFENUS,
ESQ.

SEE EXHIBIT A

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT-DO NOT REMOVE

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

NONDISTURBANCE, ATTORNMENMENT AND SUBORDINATION AGREEMENT

THIS AGREEMENT, made and entered into as of this 6th day of June, 2012, by and between JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a banking association chartered under the laws of the United States of America, having an address at 383 Madison Avenue, New York, New York 10179 (herein, together with its successors and assigns under the Mortgage hereinafter referred to, called "Lender") and ROUNDY'S SUPERMARKETS, INC. (herein called "Tenant").

WITNESSETH:

WHEREAS, ROUNDY'S SUPERMARKETS, INC., as Tenant, and Mt. Pleasant Retail Venture DST, successor in interest to Gencap Mt. Pleasant, LLC as Landlord (herein called "Landlord"), heretofore entered into a certain Lease dated March 9, 2010 as amended by that certain First Amendment to Lease dated April 14, 2010 (herein called the "Lease") demising to Tenant those certain premises described in the Lease which premises are a part of the real property and improvements thereon located in the Village of Mount Pleasant, Racine County, Wisconsin, legally described in Schedule I attached hereto and made a part hereof (herein called the "Shopping Center"); and

WHEREAS, concurrently herewith, the Landlord is executing and delivering to Lender a mortgage (herein called the "Mortgage") dated as of June 6, 2012 creating a mortgage lien upon the Shopping Center as security for certain indebtedness evidenced by said Landlord's note dated as of June 6, 2012 in the principal sum of \$12,912,000, together with any and all advances made thereunder, all interest thereon and any renewals or extensions thereof (herein called the "Mortgage Debt"), and more fully described in the Mortgage; and

WHEREAS, as a condition precedent to disbursement of the Mortgage Debt, Lender has required that the Lease and the rights of Tenant thereunder be subordinated and made subject to the lien of the Mortgage upon the terms and conditions hereinafter expressed.

NOW THEREFORE, in consideration of the foregoing premises and of the agreements hereinafter contained, and to induce Lender to disburse the Mortgage Debt, it is agreed as follows:

1. Tenant hereby agrees that the Lease, and the rights of Tenant in, to or under the Lease, shall be and remain in all respects and for all purposes, subject, subordinate and junior in right and interest to the lien of the Mortgage and to the right and interest of the holder of the Mortgage Debt secured thereby whether now or hereafter outstanding, as fully and with the same effect as if the Mortgage had been duly executed, acknowledged, delivered and recorded by the record owner of the Shopping Center so as to constitute a first lien of record, and as if the Mortgage Debt had been fully disbursed prior to the execution and delivery of the Lease.

2. Lender hereby agrees that so long as Tenant, its successors, assigns and sublessees, shall not be in default under the provisions of the Lease:

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550 S Tryon Street, Suite 2900
Charlotte, NC 28202
Attention: Daniel S. Huffenus, Esq.

(a) The Lease shall remain in full force and effect without impairment of any of the rights of the Tenant thereunder, including the Tenant's continued right to possession of the Leased Premises during the Term of the Lease and any extension thereof, and the Lease shall continue with the same force and effect as if the Lender, as landlord, and Tenant, as tenant, had entered into a lease as of the date Lender takes possession of the Shopping Center containing the same terms, conditions and covenants as contained in the Lease.

(b) In the event of foreclosure of the Mortgage or sale in lieu of foreclosure or other suit or proceeding under or pursuant to the Mortgage or consequent upon an event of default thereunder, the Tenant under the Lease will not be made a party to any such proceeding unless required by law and the same shall not affect the rights of the Tenant under the Lease. Any purchaser of the Shopping Center pursuant to any such proceedings or deed in lieu of foreclosure shall take the Shopping Center subject to the Lease and shall be bound by all of its covenants as though the purchaser were the original Landlord; provided, however, that said purchaser shall in no way be liable or responsible for any alleged default by the Landlord under the Lease pertaining to any period prior to the time that purchaser acquires legal title to or possession of the Shopping Center.

3. From and after the date that Lender takes possession of the Shopping Center, or upon any foreclosure sale or conveyance in lieu thereof, and if the Tenant's right of possession has been preserved as hereinabove provided, Tenant will attorn to Lender (or the purchaser at foreclosure sale or grantee pursuant to deed in lieu of foreclosure; and for the purposes hereof, the term "Lender" shall include such purchaser or grantee) and the Lender will accept such attornment; the Lender will have the same obligations as Landlord had or would have had if the Lender had not taken possession of the Shopping Center and the same remedies by entry, action or otherwise for the nonperformance of any agreement contained in the Lease for the recovery of rent, for the commission of any waste or for any forfeiture, as the Landlord had or would have had. From and after the time of such attornment, Tenant shall have the same remedies against the Lender who shall be in possession of the Shopping Center for the breach of any covenant or agreement contained in the Lease that Tenant might have had against the Landlord; provided, however, that, except for Tenant's right of offset contained in Section 18 of the Lease, which right Tenant shall retain against the Lender, the Lender shall not be (i) liable for any prior act or omission of Landlord; (ii) subject to any then existing offsets, credits, claims, or defenses which Tenant might have against Landlord; (iii) liable for more than one (1) month's rent or additional rent which Tenant might have paid in advance to the Landlord; (iv) liable to Tenant hereunder or under the terms of the Lease beyond its interest in the Property; or (v) liable or responsible for or with respect to the retention, application and/or return to Tenant of any security deposit paid to Landlord or any prior landlord, unless and until Lender or its successors in interest has actually received for its own account as Landlord the full amount of such security deposit.

4. Lender shall not be bound by any modification or amendment of the Lease unless Lender has given its consent thereto in writing.

5. In addition to notifying Landlord as specified in the Lease, Tenant shall also notify Lender of any default by Landlord under the Lease which would entitle Tenant to cancel the Lease, and agrees that Lender shall have the same rights to cure that Landlord has under the terms of the Lease.

6. Lender agrees to permit the application of (i) all insurance proceeds derived from,

Katten Muchin Rosenman LLP
550 S Tryon Street, Suite 2900
Charlotte, NC 28202
Attention: Daniel S. Huffenus, Esq.

the policy of insurance carried by Tenant pursuant to Section 11(d) of the Lease to the restoration of the Leased Premises in accordance with Section 17 thereof and (ii) all proceeds resulting from any condemnation to the restoration or reconstruction of the Shopping Center in accordance with Section 16 of the Lease.

7. This instrument shall constitute acknowledgment by Tenant of notice of the existence of the Mortgage as a mortgage lien upon the Shopping Center and of the name and address of Lender as mortgagee. Upon assignment by Lender of its interest as mortgagee under the Mortgage, all rights of Lender shall immediately inure to its assignee, except that any payments or notices made by Tenant prior to notification of assignment shall be valid and Tenant cannot be held in Default for such actions.

8. Tenant has notice that the Lease and the rents and all other sums due thereunder have been assigned to Lender as security for the loan secured by the mortgage. In the event Lender notifies Tenant of the occurrence of a default under the Mortgage and demands that Tenant pay its rents and all other sums due or to become due under the Lease directly to Lender, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Lender or as otherwise authorized in writing by Lender. Landlord hereby irrevocably authorizes Tenant to make the forgoing payments to Lender upon such notice and demand.

9. This instrument shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Katten Muchin Rosenman LLP
550 S Tryon Street, Suite 2900
Charlotte, NC 28202
Attention: Daniel S. Huffenus, Esq.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and years first above written.

LENDER:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a banking association chartered under the laws of the United States of America

By: _____

Jennifer Lewin
Vice President

STATE OF NEW YORK)

) SS

COUNTY OF NEW YORK)

This instrument was acknowledged before me on the 1st day of June, 2012, by Jennifer Lewin, as Vice President of **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a banking association chartered under the laws of the United States of America.

Alaina Ferraioli
Notary Public

My commission ends:

ALAINA FERRAIOLI
Notary Public, State of New York
Qualified in New York County
No. 01FE8173332
My Commission Expires 01-18-2016

Katten Muchin Rosenman LLP
550 S Tryon Street, Suite 2900
Charlotte, NC 28202
Attention: Daniel S. Hufenus, Esq.

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

Lender:
JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION

Tenant:
ROUNDY'S SUPERMARKETS, INC.

By: _____

By: William L. Palko
VP, Corporate Counsel

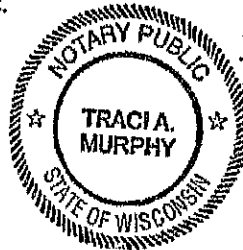
STATE OF _____) ss
COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 2012, by
_____, as _____ of
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION.

Notary Public, State of _____
My Commission: _____

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) ss

This instrument was acknowledged before me on the 19th day of April, 2012, by
William L. Palko, as VP, Corporate Counsel of ROUNDY'S
SUPERMARKETS, INC.



Tracia A. Murphy
Notary Public, State of Wisconsin
My Commission: Exp. 2/15/15

Katten Muchin Rosenman LLP
550 S Tryon Street, Suite 2900
Charlotte, NC 28202
Attention: Daniel S. Hufienus, Esq.

Landlord:

MT. PLEASANT RETAIL VENTURE DST
a Delaware statutory trust

By: Mt. Pleasant Retail Venture Exchange, L.L.C.,
a Delaware limited liability company,
its signatory trustee

By: Inland Private Capital Corporation,
a Delaware corporation, its sole member

By: [Signature]
Its: Assistant Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE

This instrument was acknowledged before me on the 19th day of APRIL, 2012, by
JOSEPH BINDER as ASSISTANT V.P. of Inland Private Capital
Corporation, a Delaware corporation, the sole member of Mt. Pleasant Retail Venture Exchange,
L.L.C., a Delaware limited liability company, the signatory trustee of Mt. Pleasant Retail Venture DST,
a Delaware statutory trust.

Elizabeth D. Hill
Notary Public, State of Illinois
My Commission: 10/26/15



This instrument was drafted by Brad Dallet, Whyte Hirschboeck Dudek S.C., 555 East Wells Street, Suite 1900,
Milwaukee, Wisconsin 53202.

Katten Muchin Rosenman LLP
550 S Tryon Street, Suite 2900
Charlotte, NC 28202
Attention: Daniel S. Huffenus, Esq.

EXHIBIT A

Legal Description

Parcel A:

Lots 2, 3 and 4 of Certified Survey Map No. 3004, recorded on October 28, 2010, in Volume 9 of Certified Survey Maps, Page 724, as Document No. 2266412, a division of part of the Southeast ¼ of the Southeast ¼ of Section 23, and part of the Southwest ¼ of the Southwest ¼ of Section 24, Town 3 North, Range 22 East, in the Village of Mount Pleasant, County of Racine, State of Wisconsin

Tax Key No: 151-03-22-24-032-021

Tax Key No: 151-03-22-24-032-031

Tax Key No: 151-03-22-24-032-041

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* Non-exclusive easement for ingress and egress purposes as set forth in Declaration of Easements, Covenants, Conditions and Restrictions, recorded as Document No. 2268688 and as thereafter amended by First Amendment to Declaration of Easements, Covenants, Conditions & Restrictions recorded as Document No. 2288983 in the Village of Mount Pleasant, County of Racine, State of Wisconsin.

Parcel C:

Non-exclusive easement for parking purposes as set forth in Restrictive Covenant and Easement Agreement, recorded as Document No. 2295101 in the Village of Mount Pleasant, County of Racine, State of Wisconsin.

Parcel D:

Non-exclusive Storm Sewer Easement recorded October 26, 2010 under Document No. 2266131 in the Register of Deeds office in Racine County, Wisconsin benefiting the insured property.

Katten Muchin Rosenman LLP
550 S Tryon Street, Suite 2900
Charlotte, NC 28202
Attention: Daniel S. Hufferus, Esq.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Murchison Taylor	(704) 444-2000
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Katten Muchin Rosenmann LLP 550 S. Tryon Street Suite 2900 Charlotte, NC 28202-4213 murchison.taylor@kattenlaw.com	

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 MT. PLEASANT RETAIL VENTURE DST					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 2901 Butterfield Road			CITY Oak Brook	STATE IL	POSTAL CODE 60523
				COUNTRY USA	
1d. SEE INSTRUCTIONS	ADDITIONAL INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Statutory Trust	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any 5122813 <input type="checkbox"/> 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. SEE INSTRUCTIONS	ADDITIONAL INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

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

3a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, NATIONAL ASSOCIATION					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 383 Madison Avenue			CITY New York	STATE NY	POSTAL CODE 10179
				COUNTRY USA	

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto

5. ALTERNATIVE DESIGNATION (if applicable):	LESSOR/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. UEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> 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) (optional)		All Debtors	Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						
Filed with: WI - Racine County						
						F#340301 A#496188

Document #: 2320601

Date: 06-14-2012 Time: 9:37 AM Pages: 7

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Chicago Title Insurance Company

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies

this document has been electronically

recorded and returned to the submitter.**

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME	MT. PLEASANT RETAIL VENTURE DST		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
11d. SEE INSTRUCTIONS		11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
ADD'L INFO RE ORGANIZATION DEBTOR				<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S OR ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS	CITY		STATE	POSTAL CODE

13. This FINANCING STATEMENT covers ☐ Embor to be out or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

See Schedule A attached hereto.

15. Additional collateral description:

16. Name and address of a RECORD OWNER of above-described real estate (If Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY
☐ Filed in connection with a Manufactured Home Transaction
☐ Filed in connection with a Public Finance Transaction

International Association of Commercial Administrators (IACA)

SCHEDULE A to UCC-1 FINANCING STATEMENT

MT. PLEASANT RETAIL VENTURE DST, as Debtor
and

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Secured Party

All of Debtor's right, title, and interest, whether now owned or hereafter acquired, in and to the following property (the "Property") located upon or used in connection with the real property described on Exhibit A attached to this Schedule A (the "Land"):

(a) All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein (the "Additional Land"), which may, from time to time, by supplemental mortgage or other otherwise be expressly made subject to the lien of this Mortgage and Security Agreement dated as of June 6th, 2012 (the "Security Instrument") regardless of ownership thereof;

(b) The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");

(c) All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) All "goods" and "equipment," as such terms are defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases except to the extent that Debtor shall have any right or interest therein;

(e) All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair or of installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Debtor shall have any right or interest therein;

(f) All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Mortgage and all proceeds and products of the above;

(g) All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into (collectively, the "Leases"), whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to

time (the "Bankruptcy Code") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(h) All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property subject to the terms, provisions and conditions of the Loan Agreement;

(i) All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property subject to the terms, provisions and conditions of the Loan Agreement;

(j) All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(k) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(l) Subject to the terms, provisions and conditions of the Loan Agreement, the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(m) All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder in each case, to the extent assignable;

(n) All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property (excluding, however, the name "Inland" and any mark

registered to The Inland Group, Inc., or any of its affiliates), in each case, to the extent assignable;

(o) All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, all accounts established pursuant to the Cash Management Agreement, if any, including, without limitation, the Cash Management Account and the Lockbox Account, together with all deposits or wire transfers made to such accounts, all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

All letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in herein;

All commercial tort claims Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in herein; and

(p) Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (r) above.

AND without limiting any of the other provisions of this Mortgage, to the extent permitted by applicable law, Debtor expressly grants to Secured Party, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures collectively referred to as the "Real Property") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of this Mortgage be deemed conclusively to be real estate and mortgaged hereby.

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel A:

Lots 2, 3 and 4 of Certified Survey Map No. 3004, recorded on October 28, 2010, in Volume 9 of Certified Survey Maps, Page 724, as Document No. 2266412, a division of part of the Southeast 1/4 of the Southeast 1/4 of Section 23, and part of the Southwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the Village of Mount Pleasant, County of Racine, State of Wisconsin

Tax Key No: 151-03-22-24-032-021

Tax Key No: 151-03-22-24-032-031

Tax Key No: 151-03-22-24-032-041

Parcel B:

Non-exclusive easement for ingress and egress purposes as set forth in Declaration of Easements, Covenants, Conditions and Restrictions, recorded as Document No. 2268688 and as thereafter amended by First Amendment to Declaration of Easements, Covenants, Conditions & Restrictions recorded as Document No. 2288983 in the Village of Mount Pleasant, County of Racine, State of Wisconsin.

Parcel C:

Non-exclusive easement for parking purposes as set forth in Restrictive Covenant and Easement Agreement, recorded as Document No. 2295101 in the Village of Mount Pleasant, County of Racine, State of Wisconsin.

Parcel D:

Non-exclusive Storm Sewer Easement recorded October 26, 2010 under Document No. 2266131 in the Register of Deeds office in Racine County, Wisconsin benefiting the insured property.

DOCUMENT # 2336127
RACINE COUNTY REGISTER OF DEEDS
November 19, 2012 12:29 PM

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

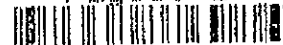
A. NAME & PHONE OF CONTACT AT FILER (optional)

Recording Department (405) 236-0003

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Anderson, McCoy & Orta PC
100 North Broadway
Suite 2600
Oklahoma City, OK 73102

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 3



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a INITIAL FINANCING STATEMENT FILE #

2320601 filed 6/14/2012; Racine County, WI

1b The FINANCING STATEMENT AMENDMENT is
to be filed (for record) (or recorded) in the
REAL ESTATE RECORD

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

4 ASSIGNMENT (ALL 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 ☒ Secured Party of Record. Check only one of those boxes

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7

☒ CHANGE name and/or address: Give current record name in item 6a or 6b, also give new name (if name changes) in item 7a or 7b and/or new address (if address change) in item 7c

☐ 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 7d-7g (if applicable)

6 CURRENT RECORD INFORMATION: (DEBTOR)

6a ORGANIZATION'S NAME

MT. PLEASANT RETAIL VENTURE DST, a Delaware statutory trust

OR 6b INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION

7a ORGANIZATION'S NAME

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES TRUST 2012-C8, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2012-C8

OR 7b INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c MAILING ADDRESS

9062 Old Annapolis Road

CITY

Columbia

STATE

MD

POSTAL CODE

21045

COUNTRY

USA

7d SEE INSTRUCTIONS

ADD'L INFO RE 7a TYPE OF ORGANIZATION
ORGANIZATION
DEBTOR

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

Property Address: 2820-2860 South Green Bay Road and 6228 Durand Avenue, Mount Pleasant, WI
covering the property more specifically described on Exhibit "A", attached hereto and made a part hereof
Parcel ID: 151-03-22-24-032-021; 151-03-22-24-032-031; 151-03-22-24-032-041

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

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, having an address at 383 Madison Avenue, New York NY 10179

10. OPTIONAL FILER REFERENCE DATA

Mt. Pleasant Pick N Save AMO Ref.: 777.056

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

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11 INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

2320601 filed 6/14/2012; Racine County, WI

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a ORGANIZATION'S NAME

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

13 Use this space for additional information

DEBTOR:

MT. PLEASANT RETAIL VENTURE DST, a Delaware statutory trust

THE ABOVE SPACE IS FOR FILING USE ONLY

EXHIBIT A

Legal Description

Parcel A:

Lots 2, 3 and 4 of Certified Survey Map No. 3004, recorded on October 28, 2010, in Volume 9 of Certified Survey Maps, Page 724, as Document No. 2266412, a division of part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 23, and part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 24, Town 3 North, Range 22 East, in the Village of Mount Pleasant, County of Racine, State of Wisconsin

Tax Key No: 151-03-22-24-032-021

Tax Key No: 151-03-22-24-032-031

Tax Key No: 151-03-22-24-032-041

Parcel B:

Non-exclusive easement for ingress and egress purposes as set forth in Declaration of Easements, Covenants, Conditions and Restrictions, recorded as Document No. 2268688 and as thereafter amended by First Amendment to Declaration of Easements, Covenants, Conditions & Restrictions recorded as Document No. 2288983 in the Village of Mount Pleasant, County of Racine, State of Wisconsin.

Parcel C:

Non-exclusive easement for parking purposes as set forth in Restrictive Covenant and Easement Agreement, recorded as Document No. 2295101 in the Village of Mount Pleasant, County of Racine, State of Wisconsin.

Parcel D:

Non-exclusive Storm Sewer Easement recorded October 26, 2010 under Document No. 2266131 in the Register of Deeds office in Racine County, Wisconsin benefiting the insured property.

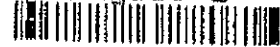
UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 831-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 25758 - KEY BANK REAL	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	57189938 WISC FIXTURE

File with: Racine, WI

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 3



30-3

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2320601 6/14/2012 CC WI Racine

1b. ☒ This FINANCING STATEMENT AMENDMENT is to be filed (for record)
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in Item 13

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

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in Item 9
For partial assignment, complete Items 7 and 9 and also indicate affected collateral in Item 8

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

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

Title Change affects ☐ Debtor or ☐ Secured Party of record

CHANGE name and/or address: Complete
Item 8a or 8b; and Item 7a or 7b and Item 7c

ADD name: Complete item
7a or 7b, and Item 7c

DELETE name: Give record name
to be deleted in Item 8a or 8b

8. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (8a or 8b)

8a. ORGANIZATION'S NAME MT. PLEASANT RETAIL VENTURE DST				
OR	8b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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9. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

Property Address: 2820 SOUTH GREEN BAY ROAD, RACINE, WI 53406

Pin#: 151-03-22-24-032-021, 151-03-22-24-032-031 & 151-03-22-24-032-041

See Exhibit "A" attached hereto and made a part hereof.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME Wells Fargo Bank, National Association, as trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2012-C8, Commercial Mortgage Pass-Through Certificates, Series 2012-C8				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: MT. PLEASANT RETAIL VENTURE DST

57189938

CN - 220 R

10064365

FILING OFFICE COPY - UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11)

Prepared by CT Lien Solutions, P.O. Box 29071,
Glendale, CA 91209-9071 Tel (800) 831-3282

UCC FINANCING STATEMENT AMENDMENT ADDENDUM**FOLLOW INSTRUCTIONS**

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as Item 1a on Amendment form

2320601 6/14/2012 CC WI Racine

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as Item 9 on Amendment form

12a. ORGANIZATION'S NAME

Wells Fargo Bank, National Association, as trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust

2012-C8, Commercial Mortgage Pass-Through Certificates, Series 2012-C8

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S) INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction Item 13); Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

13a. ORGANIZATION'S NAME

MT. PLEASANT RETAIL VENTURE DST

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S) INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:

MT. PLEASANT RETAIL VENTURE DST - 2901 BUTTERFIELD ROAD, OAK BROOK, IL 60523

Secured Party Name and Address:

Wells Fargo Bank, National Association, as trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2012-C8, Commercial Mortgage Pass-Through Certificates, Series 2012-C8 - 9062 Old Annapolis Road, Columbia, MD 21045

The complete information for Authorizer number 1

Wells Fargo Bank, National Association, as trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2012-C8, Commercial Mortgage Pass-Through Certificates, Series 2012-C8

15. THIS FINANCING STATEMENT AMENDMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing16. Name and address of a RECORD OWNER of real estate described in Item 17
(If Debtor does not have a record interest):

17. Description of real estate:

Property Address: 2820 SOUTH GREEN BAY ROAD, RACINE, WI 53406

Pin#: 151-03-22-24-032-021,
151-03-22-24-032-031 &
151-03-22-24-032-041

See Exhibit "A" attached hereto and made a part hereof.

18. MISCELLANEOUS: 57169938-WI-101 25758 - KEY BANK REAL ESTATE Wells Fargo Bank, National Association, File with: Racine, WI CN - 220 R 10084365

EXHIBIT A

Legal Description

Parcel A:

Lots 2, 3 and 4 of Certified Survey Map No. 3004, recorded on October 28, 2010, in Volume 9 of Certified Survey Maps, Page 724, as Document No. 2266412, a division of part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 23, and part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 24, Town 3 North, Range 22 East, in the Village of Mount Pleasant, County of Racine, State of Wisconsin

Tax Key No: 151-03-22-24-032-021

Tax Key No: 151-03-22-24-032-031

Tax Key No: 151-03-22-24-032-041

Parcel B:

Non-exclusive easement for ingress and egress purposes as set forth in Declaration of Easements, Covenants, Conditions and Restrictions, recorded as Document No. 2268688 and as thereafter amended by First Amendment to Declaration of Easements, Covenants, Conditions & Restrictions recorded as Document No. 2288983 in the Village of Mount Pleasant, County of Racine, State of Wisconsin.

Parcel C:

Non-exclusive easement for parking purposes as set forth in Restrictive Covenant and Easement Agreement, recorded as Document No. 2295101 in the Village of Mount Pleasant, County of Racine, State of Wisconsin.

Parcel D:

Non-exclusive Storm Sewer Easement recorded October 26, 2010 under Document No. 2266131 in the Register of Deeds office in Racine County, Wisconsin benefiting the insured property.

Document # 2528443
RACINE COUNTY REGISTER OF DEEDS
August 21, 2019 10:41 AM

Connie C. Madson

CONNIE COBB MADSEN
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

**The above recording information verifies
this document has been electronically recorded**
Returned to Chicago Title Waukesha - Escrow
Pages: 3

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Polsinelli PC ATTN: Jan Totero 900 West 48 th Place, Suite 900 Kansas City, MO 64112	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER Document No. 2320601 filed 6/14/2012	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC9Ad) and provide Debtor's name in Item 13
---	---

2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
3. <input type="checkbox"/> ASSIGNMENT (full): Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in Item 8 For partial assignment, complete Items 7 and 8 and also indicate affected collateral in Item 8
4. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law
5. <input type="checkbox"/> PARTY INFORMATION CHANGE: Check one of these two boxes: <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record AND Check one of these three boxes to: CHANGE name and/or address: Complete <input type="checkbox"/> Item 6a or 6b, and Item 7a or 7b and Item 7c ADD name: Complete Item <input type="checkbox"/> 7a or 7b, and Item 7c DELETE name: Give record name <input type="checkbox"/> to be deleted in Item 6a or 6b

6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)			
7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. <input checked="" type="checkbox"/> COLLATERAL CHANGE: Also check one of these four boxes: <input type="checkbox"/> ADD collateral <input checked="" type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral
--

Indicate collateral:

See Exhibit A for portion of collateral being deleted.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor.	
---	--

9a. ORGANIZATION'S NAME WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES TRUST 2012- C8, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2012-C8			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor: Mt. Pleasant Retail Venture DST File No.: 025319/609332 - UCC-3 AMENDMENT - Partial Release Racine County, WI	
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FILING OFFICE COPY - UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/2011)

International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM
FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as Item 1a on Amendment form

Document No. 2320601 filed 6/14/2012

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as Item 9 on Amendment form

12a. ORGANIZATION'S NAME

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE REGISTERED HOLDERS OF J.P.
MORGAN CHASE COMMERCIAL MORTGAGE
SECURITIES TRUST 2012-C8, COMMERCIAL
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES
2012-C8

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 19): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

13a. ORGANIZATION'S NAME

Mt. Pleasant Retail Venture DST

OR

13bb. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. THIS FINANCING STATEMENT AMENDMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17

(If Debtor does not have a record interest):

17. Description of real estate:

Please see Exhibit "A" attached hereto
For a portion of the collateral being deleted.

18. MISCELLANEOUS:

Debtor: Mt. Pleasant Retail Venture DST

File No.: 025319/609332 - UCC-3 AMENDMENT - Partial Release

Racine County, WI

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT ADDENDUM (Form UCC3Ad) (Rev. 04/20/11)
International Association of Commercial Administrators (IACA)

EXHIBIT A

Legal Description of the Partial Release Property

That portion of Lot 2 known as Parcel 3 conveyed to State of Wisconsin, Department of Transportation by a Warranty Deed recorded July 25, 2018, as Document No. 2499343, and referenced in the Schedule of Lands and Interests Required, containing Fee and Temporary Limited Easement, reflected on that certain Transportation Project Plan No. 2260-00-21-4.01, Amendment No. 1, recorded November 28, 2017, as Document No. 2480826, in the Racine County, Wisconsin Register of Deeds.

Part of:
Parcel No. 151-03-22-24-032-021