



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:12/19/19 9:31 am  
Last Revised on:12/19/19 9:31 am  
Printed on:12/19/19 11:12 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:ARCP RL Portfolio IV, LLC, a Delaware limited liability company

Property address:2800 S Green Bay Road, Mt Pleasant, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: Lot 1 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 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. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No: 51-151-03-22-24-032-011

**Mortgages / Leases / Land Contracts / UCC**

Lease entered into by and between ARCP RL Portfolio IV, LLC, a Delaware limited liability company, Landlord and Red Lobster Hospitality LLC, a Delaware limited liability company and other matters contained in the instrument dated July 28, 2014 and recorded August 7, 2014 as Document No. 2387125.

**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.

Easements, Restrictions and other matters shown on Certified Survey Map No. 3004 recorded October 28, 2010 as Document No. 2266412 .

Covenants, Conditions and Restrictions contained in 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 in Volume 2355, Page 935 as Document No. 1459321.

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 .





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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 .

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 .

Notice regarding Pre-Closing Memorandum and other matters contained in the instrument recorded September 19, 2011 as Document No. 2294630 .

Declaration of Easements, Covenants, Conditions and Restrictions and other matters contained in the instrument recorded November 18, 2010 as Document No. 2268688 .

First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions and other matters contained in the instrument recorded July 14, 2011 as Document No. 2288983 .

Waiver of Notice and Hearing thereon and Consent to Imposition of Assessment and other matters contained in the instrument recorded November 18, 2010 as Document No. 2268701 .

Restrictive Covenant and Easement Agreement and other matters contained in the instrument recorded September 23, 2011 as Document No. 2295101 .

Resolution Creating Mount Pleasant Storm Water Utility District and Dissolving Mount Pleasant Storm Drainage District and other matters contained in the instrument recorded April 27, 2009 as Document No. 2210698 .

#### 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 \$41,401.26, and all prior years are paid.

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

TID #2 District assessments, if any.

#### Other Matters

None

#### Footnotes





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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.

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).



2

1079084

## 2018 Property Record | Racine County, WI

Assessed values not finalized until after Board of Review  
Property information is valid as of 11/12/2019 7:37:07 AM

<p style="text-align: center;"><b>Owner Address</b></p> <p>ARCP RL PORTFOLIO IV, LLC 2325 EAST CAMELBACK ROAD, SUITE 1100 PHOENIX, AZ 85016</p>	<p style="text-align: center;"><b>Owner</b></p> <p>ARCP RL PORTFOLIO IV, LLC</p>																																																			
<p style="text-align: center;"><b>Property Information</b></p> <p><u>Parcel ID:</u> 151-032224032011</p> <p><u>Document #</u> 2387124</p> <p><u>Tax Districts:</u> UNIFIED SCHOOL DISTRICT</p> <p><u>TID #2</u></p>	<p style="text-align: center;"><b>Property Description</b></p> <p><i>For a complete legal description, see recorded document.</i></p> <p>PT SE1/4 23 &amp; SW1/4 24 CSM #3004 V9 P724 LOT 1 FROM 151032223032000-24023000 IN 2010 FOR 2011 ROLL **TOTAL ACRES** 1.45</p> <p><u>Municipality:</u> 151-VILLAGE OF MT PLEASANT</p> <p><u>Property Address:</u> 2800 GREEN BAY S RD</p>																																																			
<p style="text-align: center;"><b>Tax Information</b></p> <table style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>Installment</u></th> <th style="text-align: right;"><u>Print Tax Bill</u> <u>Amount</u></th> </tr> </thead> <tbody> <tr> <td><u>First:</u></td> <td style="text-align: right;">21,167.26</td> </tr> <tr> <td><u>Second:</u></td> <td style="text-align: right;">20,234.00</td> </tr> <tr> <td><u>Third:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Total Tax Due:</u></td> <td style="text-align: right;">41,401.26</td> </tr> <tr> <td><u>Base Tax:</u></td> <td style="text-align: right;">40,539.75</td> </tr> <tr> <td><u>Special Assessment:</u></td> <td style="text-align: right;">931.50</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;">41,401.26</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>Print Tax Bill</u> <u>Amount</u>	<u>First:</u>	21,167.26	<u>Second:</u>	20,234.00	<u>Third:</u>	0.00	<u>Total Tax Due:</u>	41,401.26	<u>Base Tax:</u>	40,539.75	<u>Special Assessment:</u>	931.50	<u>Lottery Credit:</u>	0.00	<u>First Dollar Credit:</u>	69.99	<u>Amount Paid:</u> (View payment history info below)	41,401.26	<u>Current Balance Due:</u>	0.00	<u>Interest:</u>	0.00	<u>Total Due:</u>	0.00	<p style="text-align: center;"><b>Land Valuation</b></p> <table style="width: 100%;"> <thead> <tr> <th><u>Code</u></th> <th><u>Acres</u></th> <th><u>Land</u></th> <th><u>Impr.</u></th> <th><u>Total</u></th> </tr> </thead> <tbody> <tr> <td>2</td> <td>1.45</td> <td>\$1,026,400</td> <td>\$998,800</td> <td>\$2,025,200</td> </tr> <tr> <td></td> <td>1.45</td> <td>\$1,026,400</td> <td>\$998,800</td> <td>\$2,025,200</td> </tr> <tr> <td colspan="4"><u>Assessment Ratio:</u></td> <td style="text-align: right;">0.9856968380</td> </tr> <tr> <td colspan="4"><u>Fair Market Value:</u></td> <td style="text-align: right;">2054600.00</td> </tr> </tbody> </table>	<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>	2	1.45	\$1,026,400	\$998,800	\$2,025,200		1.45	\$1,026,400	\$998,800	\$2,025,200	<u>Assessment Ratio:</u>				0.9856968380	<u>Fair Market Value:</u>				2054600.00
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\*No data found for Delinquent Tax Summary in 2018



## Racine County

Owner (s):

**ARCP RL PORTFOLIO IV, LLC**

Location:

**Section, Sect. 24, T3N, R22E**

Mailing Address:

**ARCP RL PORTFOLIO IV, LLC**

School District:

**4620 - UNIFIED SCHOOL DISTRICT****2325 EAST CAMELBACK ROAD, SUITE 1100****PHOENIX, AZ 85016**

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

**151-03-22-24-032-011 151-VILLAGE OF MT PLEASANT Active**

Alternate Tax Parcel Number: Acres:

**1.4500**

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 1 FROM 151032223032000-24023000 IN 2010 FOR 2011 ROLL \*\*TOTAL ACRES\*\* 1.45**Site Address (es): (Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)  
**2800 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	\$41,401.26	\$41,401.26	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$41,742.08	\$41,742.08	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$45,416.29	\$45,416.29	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$45,433.13	\$45,433.13	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$42,934.38	\$42,934.38	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$44,885.45	\$44,885.45	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$35,301.01	\$35,301.01	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$13,383.13	\$13,383.13	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>						<b>\$0.00</b>

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

# Wisconsin Department of Financial Institutions

## Strengthening Wisconsin's Financial Future

Search for:

arcp

Search Records

[Search](#)  
[Advanced Search](#)  
[Name Availability](#)**Corporate Records**

Result of lookup for A073566 (at 11/13/2019 9:27 AM )

## ARCP RL PORTFOLIO IV, LLC

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

Entity ID A073566

Registered Effective Date 07/16/2014

Period of Existence PER

Status Registered [Request a Certificate of Status](#)

Status Date 07/16/2014

Entity Type Foreign LLC

Annual Report Requirements Foreign Limited Liability Companies are required to file an Annual Report under s. 183.0120, WI Statutes.

Foreign Organization Date 05/30/2014

Paid Capital Represented

Foreign State DE

**Addresses**

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

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

Principal Office 2325 E. CAMELBACK ROAD, SUITE 1100  
PHOENIX , AZ 85016

**Historical Information****Annual Reports**

Year	Reel	Image	Filed By	Stored On
2019	000	0000	online	database
2018	000	0000	online	database
2017	000	0000	online	database
2016	000	0000	online	database
2015	111	1111	paper	image

11/13/2019

ARCP RL PORTFOLIO IV, LLC (A073566)

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

**Certificates of  
Newly-elected  
Officers/Directors**

None

**Old Names**

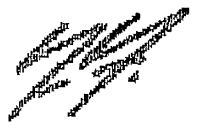
None

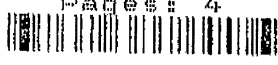
**Chronology**

Effective Date	Transaction	Filed Date	Description
07/16/2014	Registered	07/17/2014	
05/10/2017	Change of Registered Agent	04/26/2017	Bulk Filing

[Order a Document Copy](#)

DOCUMENT # 2387124  
RACINE COUNTY REGISTER OF DEEDS  
August 07, 2014 3:47 PM

  
TYSON FETTES  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$30.00  
Transfer Fee: \$9,617.70

Pages: 4  


**PREPARED BY:**

Daniel Stewart, Esq.  
Latham & Watkins LLP  
885 Third Avenue  
New York, New York 10022

**RECORDING REQUESTED BY AND  
UPON RECORDATION RETURN TO:**

Todd J. Weiss, Esq.  
American Realty Capital Properties, Inc.  
2325 East Camelback Road, Suite 1100  
Phoenix, Arizona 85016

**LIMITED/SPECIAL WARRANTY DEED**

For the consideration of the sum of Ten and 00/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GMRI, INC., a Florida corporation, with an address at c/o Darden Restaurants, Inc., 1000 Darden Center Drive, Orlando, FL 32837 (hereinafter, together with its successors and assigns, referred to collectively as the "Grantor"), hereby grants, bargains, sells and conveys to ARCP RL Portfolio IV, LLC, a Delaware limited liability company, having an address at c/o American Realty Capital Properties, Inc., 2325 East Camelback Road, Suite 1100, Phoenix, Arizona 85016 (hereinafter, together with its successors and assigns, referred to collectively as the "Grantee"), the following:

A certain tract or parcel of land, together with any improvements thereon and all rights, easements and privileges appurtenant or belonging thereto, described on Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same in fee simple forever, subject to any matters of record as of the date hereof ("Permitted Exceptions").

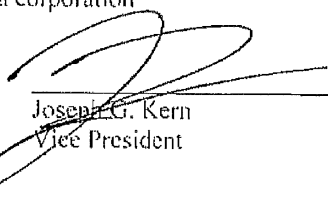
Site #6381, Mt. Pleasant, Racine County, WI  
DC3513119.2

AND, subject to the Permitted Exceptions, Grantor hereby warrants and agrees to forever defend the right and title to the above described property unto the said Grantee against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

*[Remainder of page intentionally left blank; signature pages of the parties hereto follow immediately hereafter.]*

EXECUTED this <sup>25<sup>th</sup></sup> ~~22~~ day of July, 2014.


GMRI, INC.,  
a Florida corporation

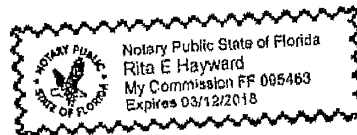
By:   
Name: Joseph G. Kern  
Title: Vice President

STATE OF FLORIDA )

ORANGE COUNTY ) ss

This instrument was acknowledged before me on July 21, 2014 by Joseph G. Kern, as Vice President of GMRI, INC., a Florida corporation, in his capacity as Vice President of such corporation. *Personally Known*

  
Notary Public  
Print Name: Rita E. Hayward  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

**Legal Description**

Site #6381, Mt. Pleasant, Racine County, WI  
Tax Parcel #: 51-151-03-22-24-032-011

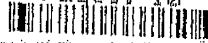
Lot One (1), Certified Survey Map No. 3004 recorded in the Office of the Register of Deeds for Racine County, Wisconsin on October 28, 2010, in Volume 9 of Certified Survey Maps, page 724, as Document No. 2266412, a division of part of the Southeast 1/4 of the Southeast 1/4 of Section 23; and part of the Southwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, located in the Village of Mt. Pleasant, Racine County, Wisconsin.

Tax Parcel Number: 51-151-03-22-24-032-011



DOCUMENT # 2266412  
RACINE COUNTY REGISTER OF DEEDS  
October 28, 2010 1:36 PM

JAMES A. LADWIG  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$49.00  
Page: 1/2



*James A. Ladwig*

# CERTIFIED SURVEY MAP 2004

Sheet 1 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.

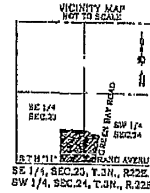
## OVERVIEW SHEET

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

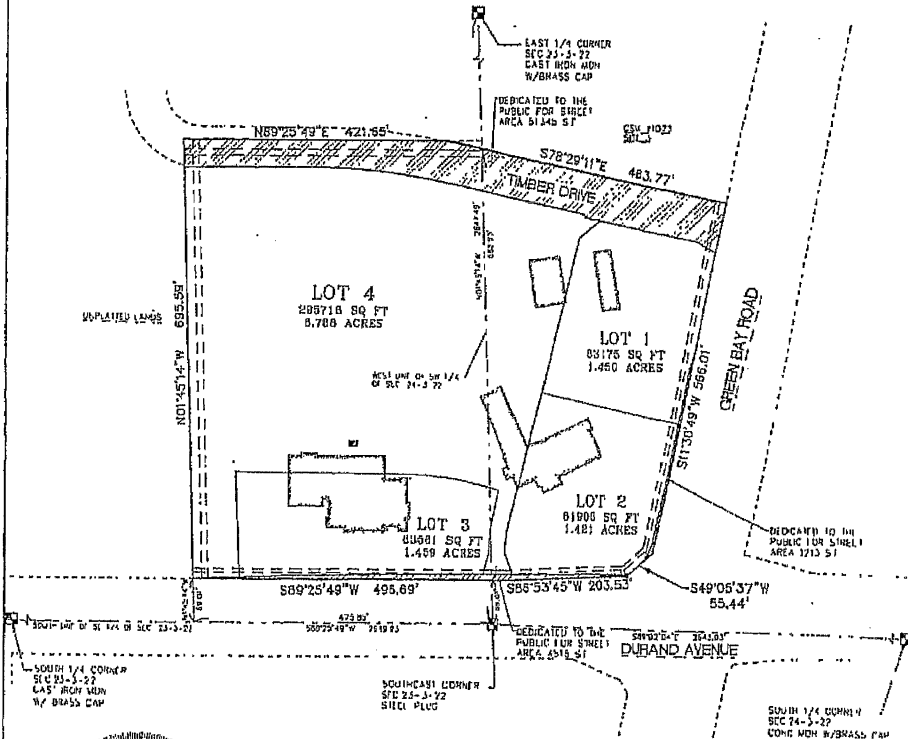
### LEGEND:

- DENOTES 1-1/4" D.D. IRON PIPE FOUND
- DENOTES 1-1/4" D.D. X 24" LONG, IRON PIPE SET, WEIGHING 180 LBS/FT
- △ DENOTES MASONRY NAIL SET
- EXISTING BUILDING OUTLINE
- RA RECORDED AS

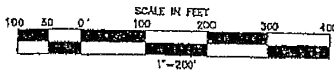
SCALE 1" = 200'  
NORTH REFERRED TO THE WISCONSIN  
STATE PLANE COORDINATE SYSTEM, SOUTH  
MAGNETIC NORTH  
THE WEST LINE OF THE SW 1/4 OF SEC  
24, T.3N., R.22E., BEARING 70°14'54"W.



3. 1/4 SEC. 24, T.3N., R.22E., BEARING 70°14'54"W. 2010-10-28 10-18-10



WISCONSIN  
Gary D. Schneider  
S-1297  
West Bend  
Wisconsin  
LAND SURVEYOR  
10-18-10



KAPUR & ASSOCIATES, INC.  
CONSULTING ENGINEERS  
111 E. WAUWATAM, WISCONSIN  
(414) 351-6861



Sheet 3 of 9


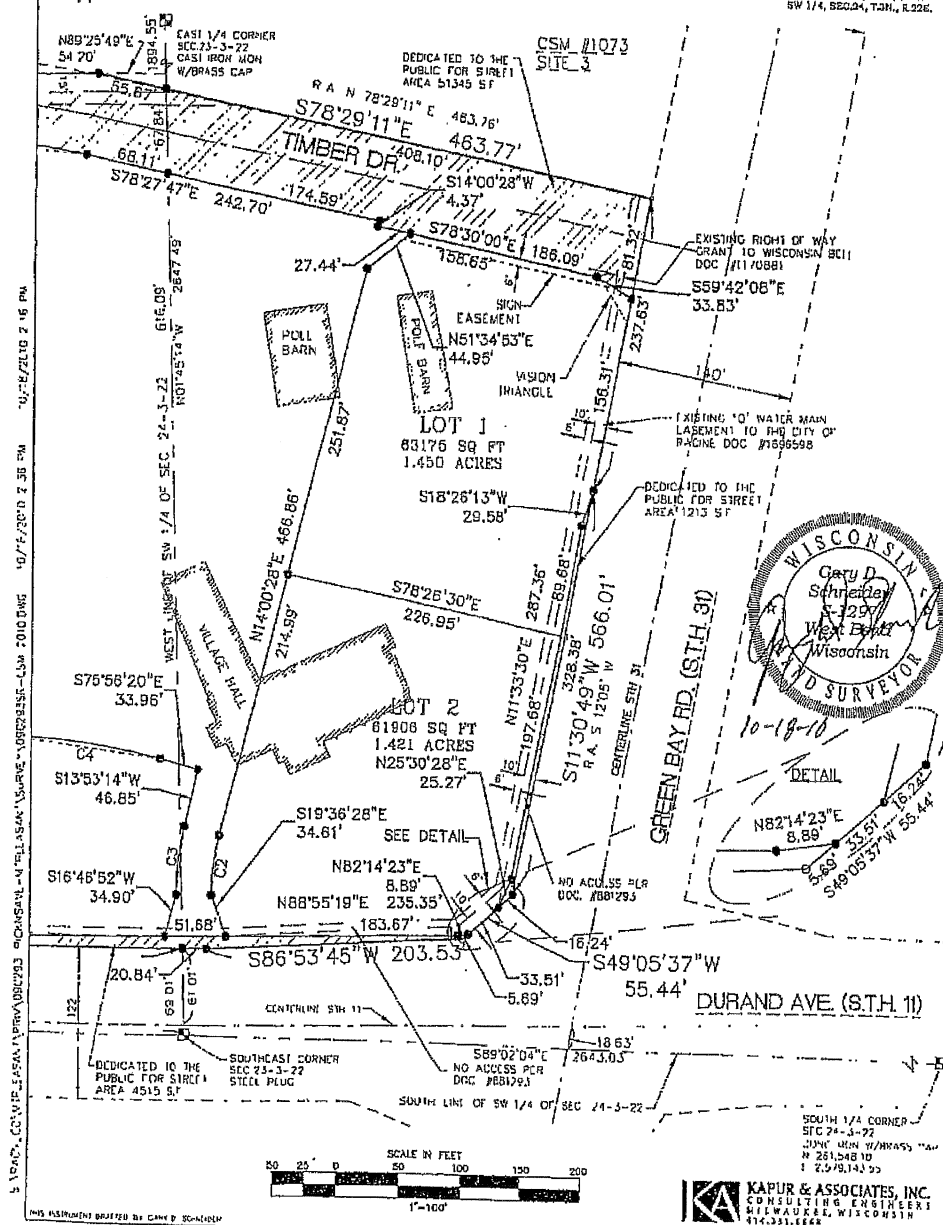
NORTH REFERENCED TO THE WISCONSIN  
 STATE PLANE COORDINATE SYSTEM, SOUTH  
 ZONE (NAD 83) SEVRPC.  
 THE WEST LINE OF THE SW 1/4 OF SEC.  
 24 T 32 N, R 14 W.  
 24 T 32 N, R 14 W.

O DENOTES 1-1/4" OD IRON PIPE FOUND  
 • DENOTES 1 1/4" OD X 24" LONG, IRON PIPE SET.  
 WEIGHING 150 LBS./1  
 Δ DENOTES MASONRY NAIL SET  
 -----EXISTING BUILDING OUTLINE  
 RA RECORDED AS

RA RECORDED AS

VICINITY MAP  
NOT TO SCALE

NE 1/4  
 SEC 21  
 NW 1/4  
 SEC 24  
 SE 1/4  
 SEC 21  
 SW 1/4  
 SEC 24  
 BE 1/4, SEC 20, T.3N., R.22E.  
 SW 1/4, SEC.24, T.3N., R.22E.



**KAPUR & ASSOCIATES, INC.**  
CONSULTING ENGINEERS  
MILWAUKEE, WISCONSIN  
414.331.8868

Vol 0      RA 727

[illegible][illegible]





# CERTIFIED SURVEY MAP 3004

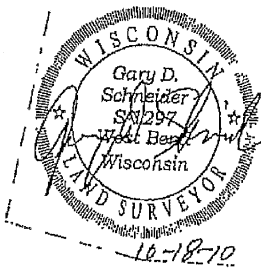
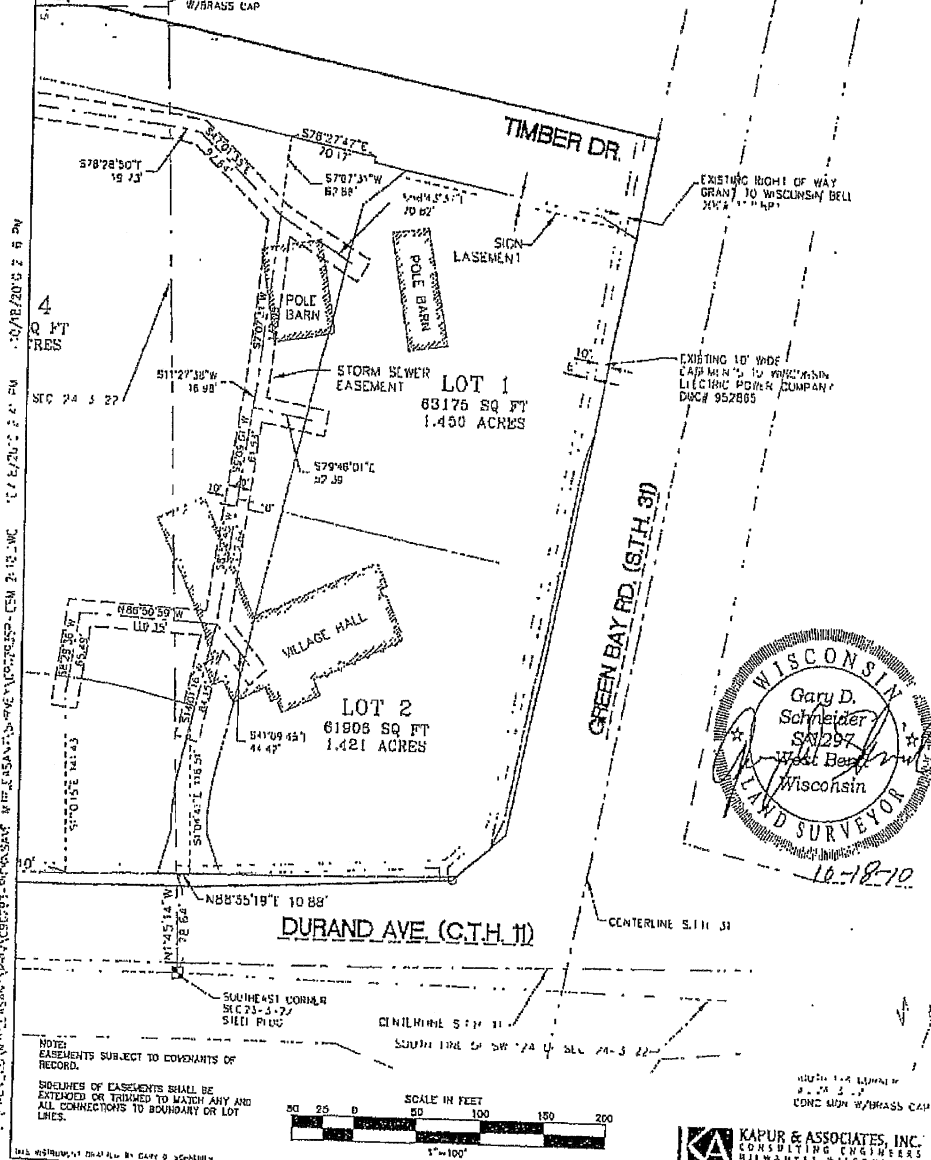
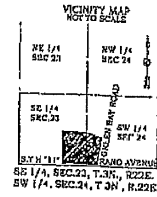
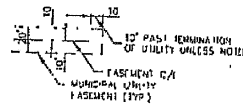
Sheet 7 of 9

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

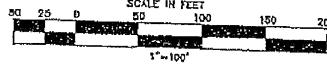
### LEGEND:

- DENOTES 1-1/4" O.D. IRON PIPE FOUND
- DENOTES 1-1/4" O.D. X 24" LONG, IRON PIPE SET
- REC-MSC 1.88 LBS/FT
- △ DENOTES MACHINERY NAIL SET
- EXISTING BUILDING OUTLINE
- R.A. RECORDED AS
- LAST 1/4 CORNER SEC 23-3-22
- CASI IRON MON W/BRASS CAP



NOTES:  
EASEMENTS SUBJECT TO COVENANTS OF RECORD.

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



KAPUR & ASSOCIATES, INC.  
CONSULTING ENGINEERS  
WISCONSIN  
111 1ST ST  
MILWAUKEE, WI 53201



# CERTIFIED SURVEY MAP 3004

Sheet 8 of 8

## SURVEYOR'S CERTIFICATE

I hereby certify that by the direction of Michael Whiles, 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 Southern line of said SE 1/4 of Section 23, 475.85 feet; thence N 01°45'14" W, 89.01 feet to the Northern line of Durand Avenue (S.T.H. 11) and the point of beginning of lands herein described; thence continuing N 01°45'14" W, 895.59 feet; thence N 89°25'49" E parallel with said Southern line of the SE 1/4 of Section 23, 421.85 feet; thence S 78°29'11" E, 55.67 feet to a point on the Northern line of said SE 1/4 of Section 23; thence S 78°29'11" E, 408.10 feet to a point on the Western right of way line of Green Bay Road (S.T.H. 31); thence S 11°30'49" W along said Western 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 Northern right of way line of Durand Avenue (S.T.H. 11); thence S 86°53'45" W along said Northern line of Durand Avenue (S.T.H. 11), 703.53 feet; thence S 89°25'49" W along said Northern line of Durand Avenue (S.T.H. 11), 20.84 feet to a point on the Western line of said SW 1/4 of Section 24, thence continuing S 89°25'49" W along said Northern line of Durand Avenue (S.T.H. 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 s.236.10 or s.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 MILKE, 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

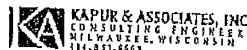
Juliet Edmanns Carolyn Milke  
Village Clerk Village President

STATE OF WISCONSIN

RACINE COUNTY SS

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

CAROLYN MILKE, 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 such officers of the said corporation and by its authority. My commission expires Sept. 15, 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.

*Gay D. Schneider*  
Village President

*Quier Edmunds*  
Village Clerk

## VILLAGE OF MOUNT PLEASANT VILLAGE BOARD APPROVAL

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

Adopted by Resolution No. \_\_\_\_\_ 20\_\_\_\_

Village Board this 25 day of OCTOBER, 2010.

*Gay D. Schneider*  
Village President

*Quier Edmunds*  
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  
E126 DURAND AVENUE  
RACINE, WI 53406  
262-504-8500



**KA** KAPUR & ASSOCIATES, INC.  
CONSULTING ENGINEERS  
MILWAUKEE, WISCONSIN  
53204-5600

# CERTIFIED SURVEY MAP 3004

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 20 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 dedications shown thereon accepted by the

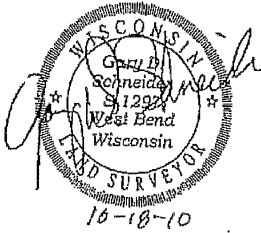
Village Board this 25 day of October 2010  
[Signature] Village President [Signature] Village Clerk

10/25/2010 10:51 AM  
 C:\E\2100\10-11-AM

S:\MOUNT PLEASANT\TYPE 1\00000003 - MOUNT PLEASANT SURVEY\00000003 - CSV 2010.DWG

**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



**KAPUR & ASSOCIATES, INC.**  
 CONSULTING ENGINEERS  
 MILWAUKEE, WISCONSIN  
 414.351.6668

DOCUMENT NO.  
1169230

WARRANTY DEED-To Corporation  
STATE OF WISCONSIN-FORM 4  
THIS SPACE RESERVED FOR RECORDING DATA  
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

Helmut M. Schutten  
Register of Deeds  
RETURN TO Corp 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  
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, has been given, 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 77.27 #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 thereunto 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 assigns do as 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 encasing 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 is 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 has hereunto set its hand and seal this 24th day of April, A. D. 1985.

SIGNED AND SEALED IN PRESENCE OF

Dorothy A. Kozlik  
DOROTHY A. KOZLIK  
Susan E. Brewer  
SUSAN E. BREWER

By: Mary M. Carrington (SEAL)  
Mary M. Carrington, Chairman  
By: Carol J. Jensen (SEAL)  
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. Carrington, Chairman, and Carol J. Jensen, Clerk  
to me known to be the person who executed the foregoing instrument and acknowledged the same.



This instrument drafted by  
William E. Dye, Esq.

Shirley A. J. J. J.  
SHIRLEY A. J. J.  
Notary Public Racine County, Wis.  
My Commission (Expires) (in) 03/05/89

(Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary.)  
WARRANTY DEED-STATE OF WISCONSIN, FORM NO. 4

WARRANTY DEED VOL 500 PAGE 303

THIS INDENTURE, made this 26th day of April, A.D. 1954, 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  $19^{\circ} - 12' - 30''$  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.

616884

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, vinous, 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 26<sup>th</sup> 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 26<sup>th</sup> 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

\*\*\* \*\* \* 588 741 306 \*\*\*

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 Deeds page 303 - 306

Lawrence A. Peterson  
Register of Deeds

By Harold R. Lippert  
Deputy

Mr. Lawrence Lee

Edward A. Krenzke  
District Attorney  
Racine County, Wis.

W.R. Sturtevant

200

DOCUMENT #

1537642  
DOCUMENT NO.State Bar of Wisconsin Form 3 — 1982  
QUIT CLAIM DEEDREGISTER'S OFFICE  
RACINE COUNTY, WIRECORDED  
96 MAY -7 PM 2:43J. A. 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 #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 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.

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 conditions 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* (SEAL)  
Joan Rennert  
County Clerk

By:

COUNTY OF RACINE

*Norman Bauer* (SEAL)  
\* Norman Bauer  
County Chairperson

## 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

Racine County.

Personally came before me this 26th day of April, 1996 the above named

County of Racine Norman Bauer and Joan Rennert, County Clerk

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

*Linda P. Callender*  
\* LINDA P. CALLENDER

Notary Public Racine County, Wis.

My commission is permanent. (If not, state expiration date: 12-31-99)

\*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.

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

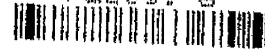
**AFFIDAVIT**

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 28<sup>th</sup> 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 RESCISON OF PREVIOUSLY RESOLVED DEED RESTRICTIONS INCLUDED IN CONVEYENCE 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 90<sup>th</sup> Street; and


WHEREAS, since the date that the Mr. 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

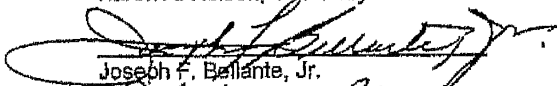
Adopted yes  
For \_\_\_\_\_  
Against \_\_\_\_\_  
Absent \_\_\_\_\_

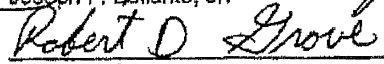
1 Resolution No. 2009-144  
2 Page Two

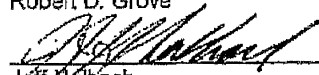
3  
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8 VOTE REQUIRED: Majority

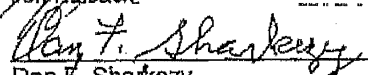
9 Prepared by:  
10 Corporation Counsel

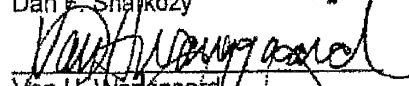
Karen A. Nelson, Secretary

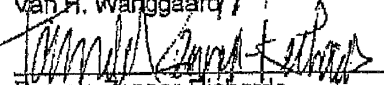
  
Joseph F. Bellante, Jr.

  
Robert D. Grove

  
Jeff Halbach

  
Dan E. Sharkozy

  
Van H. Wanggaard

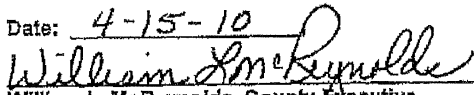
  
Pamela Zenner-Richards

26  
27  
28  
29 The foregoing legislation adopted by the County Board of Supervisors of  
30 Racine County, Wisconsin, is hereby:

31 Approved: \_\_\_\_\_

32 Vetoed: \_\_\_\_\_

33  
34 Date: 4-15-10

35   
36 William L. McReynolds, County Executive  
37

## 136 COUNTY BOARD PROCEEDINGS, FEB. 10, 1953

live positions, effective upon passage of this resolution:

PER MONTH	PER MONTH
Present New	
Salary Salary Increase	
Matron .. \$220.50	\$345.50 \$25.00
Assistant .. 210.50	230.00 19.50
Farm Boss .. 214.00	240.00 26.00
Dairymen .. 214.00	240.00 26.00

BE IT FURTHER RESOLVED that the monies necessary to defray the cost of this resolution be and hereby are appropriated from the contingent fund to the Salaries Account in the Racine County Hospitals and Home Budget. Respectfully submitted,

Joseph Watson, Edward P. Hegeman, Edwin C. Plucker, Lester W. Coughlin, Warren E. Hansen, Personnel Committee.

Supervisor Watson moved its adoption. Seconded. An aye and no vote was taken. The Clerk called the roll with the following result:

Ayes—Anderson, Beers, Coughlin, Coughlin, John Hansen, Herzog, Jensen, Koussek, Lucetke, Mehnke, Morey, Mutter, Nalield, Niesen, O'Connor, Plucker, Rosendale, Rueter, Sommers, Thomas, Travers, Earl Warren, Watson, Wettnaus—27.

Nayes—Runden, Southey—2. 29 votes, 27 ayes, 2 noes. Resolution adopted. Supervisors Gauchel, Mehnring and Philip Warren were excused. Supervisor Swantz was absent.

The Committee on County Property and Taxes presented the following resolution:

**RESOLUTION NO. 144**  
To the Honorable Members of the Racine County Board of Supervisors:

WHEREAS, by Resolution No. 135 adopted by the Racine County Board of Supervisors on the 11th day of March, A. D. 1952, Racine County offered and agreed to sell for the purpose of sale or disposal fifteen acres more or less located at the northwest corner of Highway 11 and 31 in the Town of Mt. Pleasant to the said Town of

conditions; and  
WHEREAS, by Resolution No. 98 adopted by the Racine County Board of Supervisors on the 10th day of June, A. D. 1952, it was resolved that Racine County convey said premises by quit claim deed to the Town of Mt. Pleasant, subject to the terms and conditions contained in Resolution No. 135 adopted on the 11th day of March, A. D. 1952; and further resolved that the County Clerk be instructed to execute such deed for and on behalf of 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 to the event the Town of Mt. Pleasant should fail to carry out either of the conditions upon which said land was to be conveyed.

NOW, THEREFORE, BE IT RESOLVED that Racine County convey by warranty deed to the Town of Mt. Pleasant the premises described in Resolution No. 135 adopted March 11, 1952, subject, however, to the following conditions:

1. 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.

2. 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, vinous, ardent, fermented or intoxicating liquors.

## -COUNTY BOARD PROCEEDINGS, FEB. 10, 1953

acres hereby conveyed become desirable that Counties retain the located within the territorial limits authority to consolidate these services of the City of Racine, then counties when, after ample study and deliberation, it is found that consolidation is necessary, will effect savings for the tax payers or will result in better service to the residents of such services.

NOW THEREFORE BE IT RESOLVED by the Racine County Board of Supervisors that it request the Wisconsin Legislature to make it optional with Counties to place the following services in such County Agency as the County Board of Supervisors may see fit.

1. To furnish services to families or persons other than the granting of financial or material aid where such services may prevent such families or persons from becoming public charges or restore them to a condition of self-support.

2. To make certification or referral of eligibles for State or Federal works or other assistance programs, eligibility for which is based on need, and to certify eligibility for and distribute surplus commodities and foodstuffs.

3. To administer child welfare services except A.D.C.

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the four representatives from Racine County, the Wisconsin County Boards Association and to those Counties that will be effected by this pending legislation.

Respectfully submitted,  
Jack T. O'Connor, Chairman,  
Joseph Watson, V. V. Beers, Andrew Rueter, George Wettnaus, Racine County Pension & Welfare Committee.

Supervisor O'Connor moved its adoption. Seconded and carried. Supervisor Runden moved the Rules Committee be instructed to offer an amendment to the rules which will take care of the matter of drafting resolutions in an orderly manner. Seconded and carried.

WHEREAS it appears highly desirable that the Racine County Board of Supervisors be instructed to offer an amendment to the rules of the Wisconsin Legislature which will take care of the matter of drafting resolutions in an orderly manner. Seconded and carried.

WHEREAS the 1953 session of the Wisconsin Legislature will have before it legislation that, if enacted into law, forces consolidation of all Welfare and Pension services, and

WHEREAS it appears highly desirable that the Racine County Board of Supervisors be instructed to offer an amendment to the rules of the Wisconsin Legislature which will take care of the matter of drafting resolutions in an orderly manner. Seconded and carried.

Chairman Runden appointed Supervisors Plucker and Hegeman



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~~<sup>Village</sup> 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.

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

EX

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 14<sup>th</sup> day of September, 1970.

WDH	
DIST 2	
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Kermit C. Hansen  
Kermit C. Hansen, Town Clerk

1083-640  
April 23, 1971  
WV

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:

Margaret Manno  
Frank Puccio

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

tion by its authority,

Barth Michael (SEAL)  
Notary Public, Racine County, Wisconsin

My commission expires: 4-27-73

VOL 1083 PAGE 641

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 38

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

Received for Record 22nd day of  
April A.D. 1971 at 2:34  
o'clock P.M. and recorded in Volume 1083  
of Records on page 646-647

4.00 Stanley F. Bialecki  
Register of Deeds

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  
Clarence J. Kuiper

By Henry Robner  
Henry Robner Town Chairman.

COUNTERSIGNED:

Julie Jensen  
Julie Jensen

By Kermit C. Hansen  
Kermit C. Hansen Town Clerk.

STATE OF WISCONSIN )  
                              )SS:  
Racine COUNTY )

Personally came before me this 10th day of February, 1975,  
Henry Robner, Town Chairman, and  
Kermit 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. 952865 adopted by its Town Board on 2-10-1975 1975.

Received for Record 11th day of March A.D. 1975 at 3:30 o'clock P.M. and recorded in Volume 258 on page 258  
I.D.O. R-665  
WO 420-01-4019  
Rec'd 1-10-75

Dorothy Michael  
Dorothy Michael  
Stanley J. Bischoff  
Stanley J. Bischoff  
Notary Public, Racine County, Wi.  
My commission expires 5-1-77

3.00

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-8610  
(6-84)

In consideration of the sum of One and no/100  
Dollars (\$ 1.00), the undersigned grant<sup>s</sup> and convey<sup>s</sup> unto Wisconsin Bell, Inc. and/or 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° 45' 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, 6.00 feet; thence N 86° 25' 49" E, 496.69 feet; thence N 86° 53' 45" E, 197.70 feet; thence N 49° 04' 57" E, 44.51 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.

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6  
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9  
Signed this 20th day of May, 19 85.

Witness:

9

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4

Charles Stratman  
Charles Stratman

TOWN OF MOUNT PLEASANT

Mary M. Carrington  
Mary M. Carrington, Chairman  
Carol J. Jensen  
Carol J. Jensen, Clerk

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1  
ADOPTED ON May 20th, 19 85, BY RESOLUTION NO. —

[VOL 1755 PAGE 896]

FCC Item No. 4682

1170881

State of Wisconsin

County of Racine ss.

Personally appeared before me this 20<sup>th</sup> day of May, 1985.

Mary Carrington, Paul Jensen

me known to be the person<sup>s</sup> 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, 1986.

Document Drafted By

**Wisconsin Bell, Inc.**

By Frederick W. Bonney Register's Office  
Racine County, Wis. } SS

Received for Record 14<sup>th</sup> day of  
June A.D. 1985 at 2:57  
clock P.M. and recorded in Volume 1755  
of Records on page 896-897

Ther M. Schuttens  
Register of Deeds

6.00

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

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2011



1459321 2-17-94

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

1. 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 194-6 (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 Sheboygan Ave  
P.O. Box 4916  
Madison 53707-9916

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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 86th 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
  - (b) Section 32 NW 1/4 of the NE, NE 1/4 of the NE
  - (c) Section 33 SE 1/4 of the NW, NW 1/4 of the NE
  - (d) Section 28 NE 1/4 of the NE, SW 1/4 of the NE, SE 1/4 of the NE
  - (e) Section 34 NW 1/4 of the NW, NE 1/4 of the NW, NW 1/4 of the NE, NE 1/4 of the NE
  - (f) Section 27 SE 1/4 of the SE
  - (g) Section 26 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
  - (h) Section 25 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
  - (i) 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

- 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 #616884, 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

- 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 Michael A. Ross  
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

VDL 2355 PAGE 039

r/Yorkville

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008-03-22-24-023-000  
008-03-22-24-011-000  
008-03-22-25-045-000

REGISTER'S OFFICE  
RACINE COUNTY, WI

RECORDED.....

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VOL 2355 PAGE 935-  
948

REGISTER OF DEEDS

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VOL 2355 PAGE 948

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 # 1983071

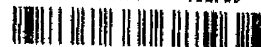
Recorded

JULY 15, 2004 AT 09:27AM

*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

}

Waukesha County

}

ss.

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)

DOCUMENT #  
1567852

VOL  
2607

PAGE  
449-451

REGISTER'S OFFICE  
RACINE COUNTY, WI

RECORDED

97 JAN 29 PM 2:06

MARK A. LAOD  
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 )  
COUNTY OF RACINE ) SS.

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

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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.


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2607   451

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:                      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

VOL PAGE  
2611 300-302

REGISTER'S OFFICE  
RACINE COUNTY, WI

RECORDED.

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.


[illegible]

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. LAOD  
REGISTER OF DEEDS

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

WATER MAIN EASEMENT

VOL 2948  
PAGE 505-508

16-

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

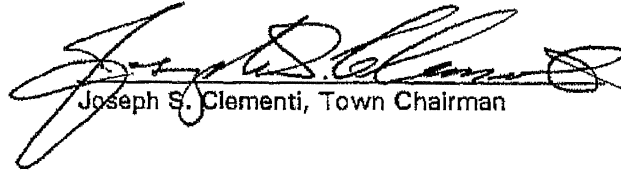
thereon to a condition at least equal to the condition of said area prior to the time of the commencement of any construction or repair by the City.


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.

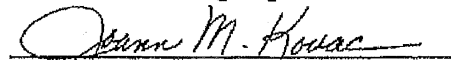
TOWN OF MT. PLEASANT

  
Joseph S. Clementi, Town Chairman

Name:   
Title: Town Administrator

STATE OF WISCONSIN )  
RACINE )SS  
~~MILWAUKEE~~ 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

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 }

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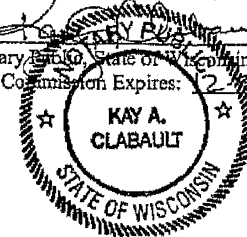
COUNTY OF MILWAUKEE }

Waukesha

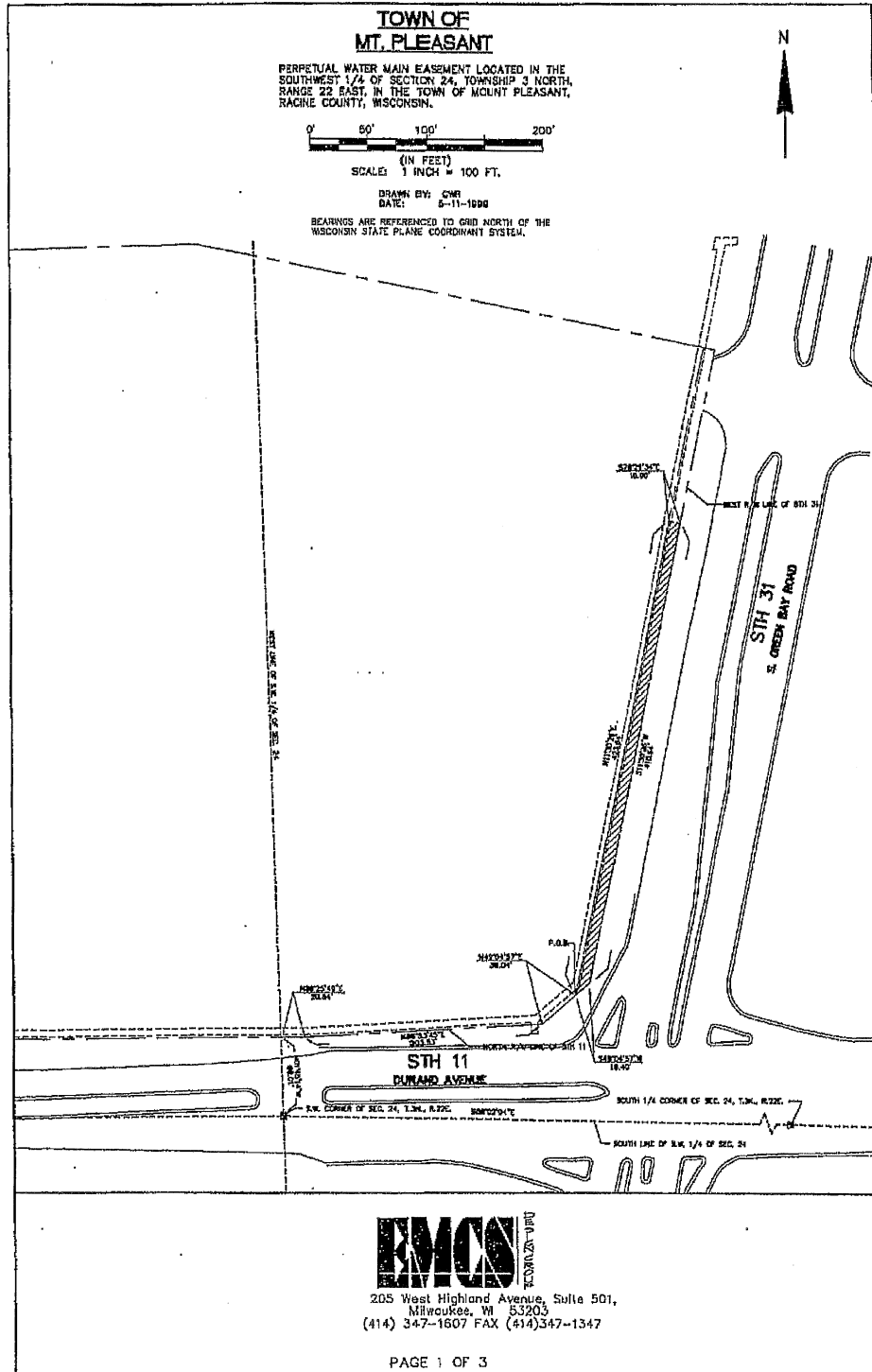
Personally came before me this 22 day of July, 1999, the above named Bruce R. Tate, to me known to be the vice president of Associated Commercial Mortgage, Inc., who executed the foregoing Consent for and on behalf of said Associated Commercial Mortgage, Inc..

Notary Public, State of Wisconsin

My Commission Expires: 12-15-2000



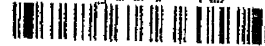




DOCUMENT # 2247477  
RACINE COUNTY REGISTER OF DEEDS  
April 14, 2010 4:45 PM

*James A. Ladwig*

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



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.

Recording Area

Name and Return Address

Christopher A. Geary  
Hustak, 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

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

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.

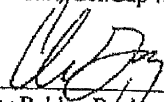
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the day and year set forth below.

GENCAP MT. PLEASANT, LLC

  
\_\_\_\_\_  
Michael Weiss, Member/Manager

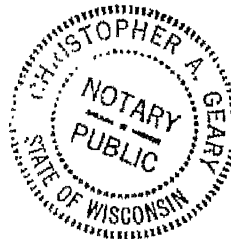
STATE OF WISCONSIN    )  
                                  ) SS:  
COUNTY OF RACINE    )

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.

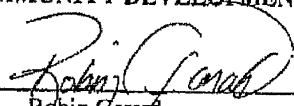
  
\_\_\_\_\_  
Notary Public, Racine County, WI

Print Name: CHRISTOPHER GEARY

My Commission: 12 MONTHS



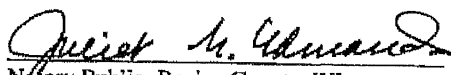
VILLAGE OF MOUNT PLEASANT  
COMMUNITY DEVELOPMENT AUTHORITY

By:   
Robin Gerard  
Chairperson

Attest:   
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.

  
Notary Public, Racine County, WI

Print Name: JULIET EDMANDS

My Commission: expires 12-9-12

VILLAGE OF MOUNT PLEASANT

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

Attest: Juliet M. Edmands  
Juliet M. Edmands  
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. Edmands, 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 prorations, 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.

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 expense, 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 Leffler and CB Richard Ellis ("Brokers").

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

14. Miscellaneous.

This Offer shall inure to the benefit of and be binding upon the parties herein 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 as "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 5:00 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 caused this Offer to be executed this 3 day of Sept 2009.

BUYER:

General Capital Acquisitions, LLC

By: 

Accepted this 4th 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

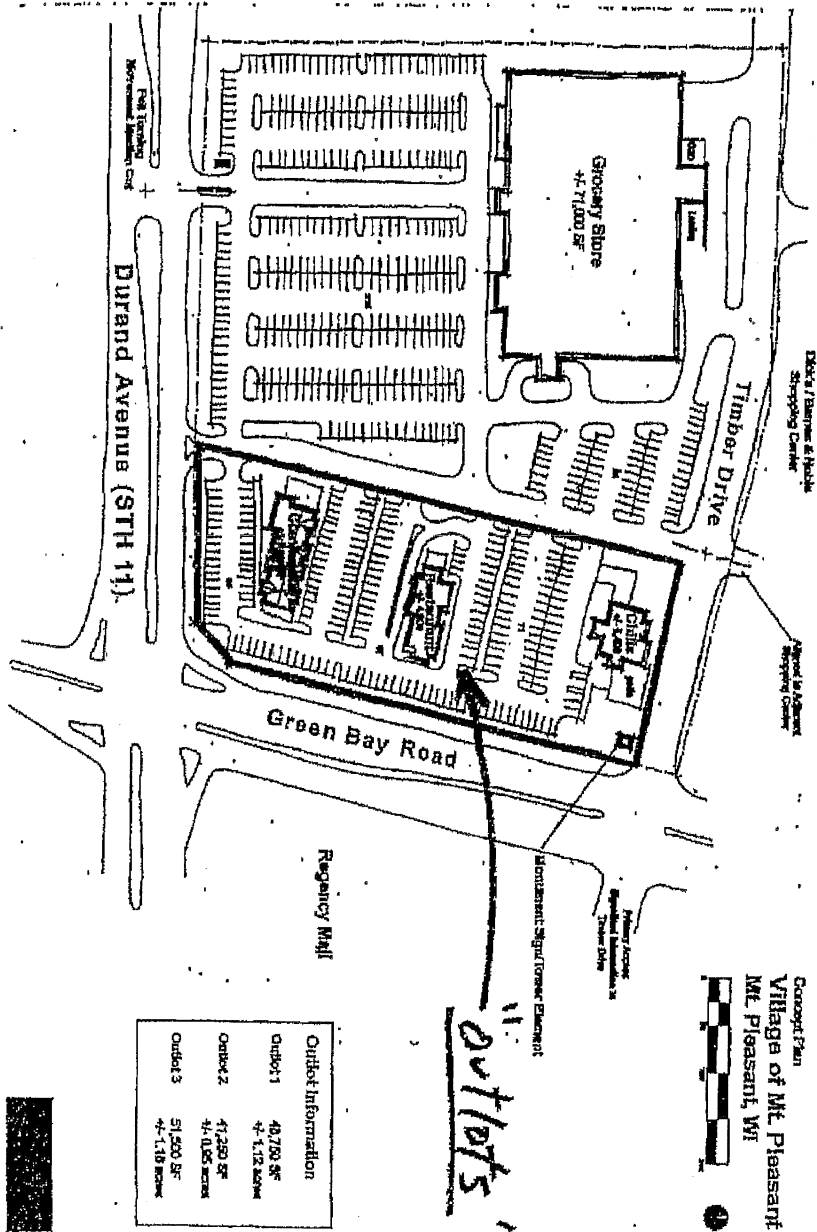
Fax No. \_\_\_\_\_

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](mailto: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](mailto: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](mailto:rayleffler@hotmail.com)  
Mobile: (262) 497-0017

# EXHIBIT A

Property = - - - - - line



## 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 and when 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 Andreassen  
Village of Mt. Pleasant  
6126 Durand Avenue  
Racine, WI 53406  
Phone: (262) 554-8750  
Fax: (262) 554-6785  
E-Mail: [MAndreassen@mtpleasantwi.gov](mailto:MAndreassen@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@dfr-law.com](mailto:jgs@dfr-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](mailto: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 and original, and together shall constitute the Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the 10<sup>th</sup> day of September 2009.

SELLER:

VILLAGE OF MT. PLEASANT

By: [Signature]  
Name: \_\_\_\_\_  
Its: LAROLYN MILKE, VILLAGE PRESIDENT

ATTEST:

[Signature]  
JULIE EDMANDS CLERK-TREASURER

PURCHASER:

GENERAL CAPITAL ACQUISITIONS, LLC

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

ESCROWEE:

CHICAGO TITLE INSURANCE COMPANY

By:

Name:

Its:

Michael Shind  
Commercial Mgr.

Direction To Invest Escrow Funds

Date: September, 2009

To: Chicago Title Insurance Company  
26900 Swanson 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: 16938 N. Santa Monica Blvd  
Fox Point WI 53217  
PHONE: 414-228-3506  
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~~ of Mt. Pleasant, County of Racine, State of Wisconsin, bounded and described as follows:

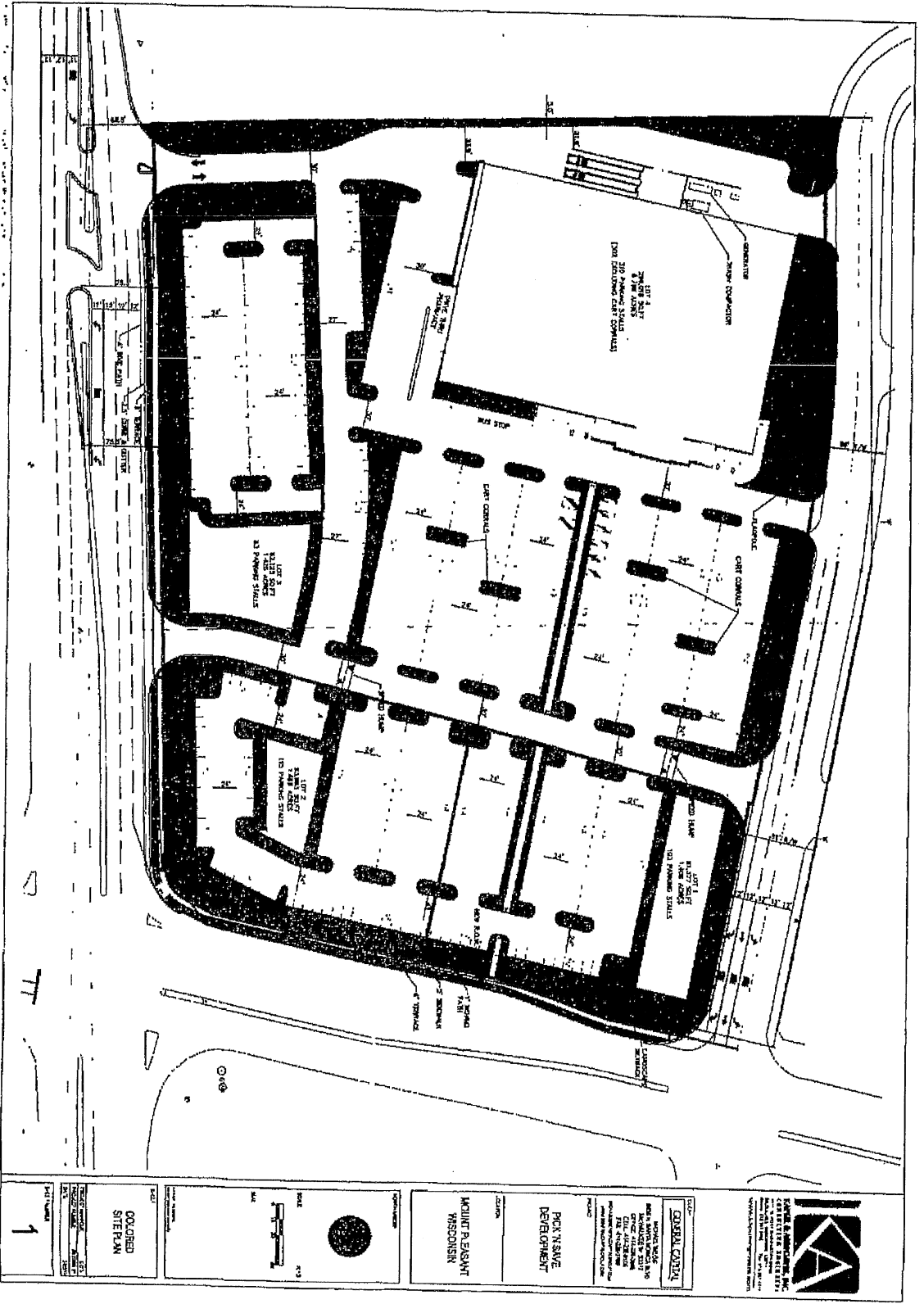
*Village*  
Beginning at the Southeast corner of said Section 23; running thence West 475.85 feet along the South line of said Section 23; thence North 01° 12' 30" West 764.60 feet; thence East 475.85 feet to the East line of said Section 23; thence continue East 491.55 feet to the center of Green Bay 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, 475.85 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



**J. A. S. & S. Co.**  
 1000 N. 10TH ST.  
 SUITE 100  
 MILWAUKEE, WI 53233  
 TEL: 414-224-1100  
 FAX: 414-224-1101  
 WWW.JASANDS.CO

**GENERAL DATA**

**PROJECT NAME:**  
 MOUNT PLEASANT  
**DEVELOPER:**  
 J. A. S. & S. Co.

**DATE:**  
 1/1/2000

**SCALE:**  
 1" = 100'



**NOTES:**

**COLORED**  
**STEREOPHOTO**

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 8<sup>th</sup>. 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 13<sup>th</sup> 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.

Exhibit C

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 luminere(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 conflicts 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			

<b>General Capital</b> Outlot 1 (Restaurant)	Site Acres ▶	1.41
	Site S.F. ▶	61,202
	Building S.F. ▶	5,000
	Building Acres ▶	0.11
<b>IMPACT, PERMIT, AND BUILDING FEES</b>		▲ ChMn7 2800 S Green Bay Rd ▼
<b>Impact Fees</b> (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 Hoods Creek (\$3,200)		NA
<b>Sub Total</b>		<b>\$642.79</b>
<b>Planning Fees</b> (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
(\$550 White Box \$50 Change in Tenant prior to issuance building permit and/or tenant occupancy)		
<b>Sub Total</b>		<b>\$650.00</b>
<b>Building Permit Fees</b>		
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)		\$465.01
<b>Sub Total</b>		<b>\$2,261.01</b>
<b>Water Service</b>		
City of Racine - REC (Water)		(Determined by Racine) \$90,000.00
Mt Pleasant - (Water) 6" Pipe		(Based on Water Line Size) \$1,056.00
<b>Sub Total</b>		<b>\$91,056.00</b>
<b>Sewer Service</b> (Based on Gross Site Acreage)		
City of Racine Sewer - (\$8,600 per acre - 50 AC CAP)		\$9,273.00
Mt Pleasant Sewer 1.5" meter		(Based of Water Meter Size) \$3,800.00
<b>Sub Total</b>		<b>\$13,073.00</b>
<b>Planning Department Subtotal</b>		<b>\$650.00</b>
<b>Building Department Total</b>		<b>\$107,032.80</b>
<b>Estimated Total</b>		<b>\$107,682.80</b>
<b>Actual Total</b>		

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\Outlot #1-Restaurant\_Draft2\_4-1-10.xls 4/1/2010

Exhibit D

DRAFT No. 2

<b>General Capital</b> Outlet 2 (Restaurant)	Site Acres ▶	1.47
	Site S.F. ▶	64,077
	Building S. F. ▶	5,000
	Building Acres ▶	0.11
<b>IMPACT, PERMIT, AND BUILDING FEES</b>		<b>Project Name Address</b>
<b>Impact Fees</b> (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 Hoods Creek (\$3,200)		NA
<b>Sub Total</b>		<b>\$842.79</b>
<b>Planning Fees</b> (COLLECTED BY PLANNING DEPT.)		
<b>Site Plan</b>		\$650.00
(\$650 for initial 30,000 Sq. Ft. of building + \$0.02/SF thereafter at time of plan submittal for Plan Commission)		
<b>Tenant Occupancy</b>		NA
(\$650 White Box \$50 Change in Tenant - prior to issuance building permit and/or tenant occupancy)		
<b>Sub Total</b>		<b>\$650.00</b>
<b>Building Permit Fees</b>		
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
<b>Sub Total</b>		<b>\$2,275.38</b>
<b>Water Service</b>		
City of Racine - REC (Water) (Determined by Racine)		\$90,000.00
Mt Pleasant - (Water) 6" Pipe (Based on Water Line Size)		\$1,056.00
<b>Sub Total</b>		<b>\$91,056.00</b>
<b>Sewer Service</b> (Based on Gross Site Acreage)		
City of Racine Sewer - (\$6,600 per acre - 50 AC CAP)		\$9,708.60
Mt Pleasant Sewer 1.5" meter (Based on Water Meter Size)		\$3,800.00
<b>Sub Total</b>		<b>\$13,508.60</b>
<b>Planning Department Subtotal</b>		<b>\$650.00</b>
<b>Building Department Total</b>		<b>\$107,482.78</b>
<b>Estimated Total</b>		<b>\$108,132.78</b>
<b>Actual Total</b>		

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**

<b>General Capital</b> Outlot 3 (Commercial Building)	Site Acres ▶	1.43
	Site S.F. ▶	62,247
	Building S. F. ▶	5,000
	Building Acres ▶	0.11
<b>IMPACT, PERMIT, AND BUILDING FEES</b>		<div>▲</div> <div>Project Name</div> <div>Address</div> <div>▼</div>
<b>Impact Fees</b> (Based on Building Impervious Area)		
Law Enforcement		\$114.78
Fire/Rescue		\$183.66
Transportation		\$344.35
Parks (Only Residential)		NA
Stormwater - Pike River (\$2,400) or Hood's Creek (\$3,200)		NA
<b>Sub Total</b>		<b>\$642.79</b>
<b>Planning Fees</b> (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 White Box, \$50 Change in Tenant - prior to issuance building permit and/or tenant occupancy)		
<b>Sub Total</b>		<b>\$650.00</b>
<b>Building Permit Fees</b>		
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)		\$471.24
<b>Sub Total</b>		<b>\$2,266.24</b>
<b>Water Service</b>		
City of Racine - REC (Water)		(Determined by Racine)
Mt Pleasant - (Water) 6" Pipe		(Based on Water Line Size)
<b>Sub Total</b>		<b>\$11,056.00</b>
<b>Sewer Service</b> (Based on Gross Site Acreage)		
City of Racine Sewer - (\$6,600 per acre - 60 AC CAP)		\$9,431.40
Mt Pleasant Sewer 1.5" meter		(Based on Water Meter Size)
<b>Sub Total</b>		<b>\$13,231.40</b>
<b>Planning Department Subtotal</b>		<b>\$650.00</b>
<b>Building Department Total</b>		<b>\$27,196.43</b>
<b>Estimated Total</b>		<b>\$27,846.43</b>
<b>Actual Total</b>		

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**

<b>General Capital</b> Pick N' Save	Site Acres ►	6.78
	Site S.F. ►	295,555
	Building S. F. ►	70,500
	Building Acres ►	1.62
<b>IMPACT, PERMIT, AND BUILDING FEES</b>		▲ Pick N' Save 2820 S Green Bay Rd ▼
<b>Impact Fees</b> (Based on Building Impervious Area)		
Law Enforcement		\$1,618.46
Fire/Rescue		\$2,589.53
Transportation		\$4,855.37
Parks (Only Residential)		NA
Stormwater - Pike River (\$2,400) or Hoods Creek (\$3,200)		NA
Sub Total		\$9,063.36
<b>Planning Fees</b> (COLLECTED BY PLANNING DEPT.)		
Site Plan		\$1,460.00
((\$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 White Box \$50 Change in Tenant - prior to issuance building permit and/or tenant occupancy)		
Sub Total		\$1,460.00
<b>Building Permit Fees</b>		
Building (\$0.28/sq. ft. Office) (\$0.21/sq. ft. Manufacturing)		\$18,330.00
Bldg Occupancy		\$180.00
Bldg Zoning (\$35 + \$15/1000 sq ft)		\$1,092.50
Plan Review (\$225.00)		\$225.00
Erosion Control (\$160 + \$5/1000 sq ft)		\$1,637.77
Sub Total		\$21,445.27
<b>Water Service</b>		
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
<b>Sewer Service</b> (Based on Gross Site Acreage)		
City of Racine Sewer - (\$6,600 per acre - 50 AC CAP)		\$44,781.00
Mt Pleasant Sewer 1.5" 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
<b>Estimated Total</b>		<b>\$156,605.63</b>
<b>Actual Total</b>		

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

Document Number

**PRE-CLOSING MEMORANDUM OF  
UNDERSTANDING**

See Exhibit A for Legal Description

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

*James A. Ladwig*

JAMES A LADWIG  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$30.00  
Pages: 8



Recording Area

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

*10*  
*AD*

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 Sin  
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 Jan Farkle  
Its Ex. Director of the CDA.

## EXHIBIT A

### Legal Description

That part of the Southeast ¼ of Section 23, and the Southwest ¼ 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° 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

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 # 2294630  
RACINE COUNTY REGISTER OF DEEDS  
September 19, 2011 4:47 PM

NOTICE REGARDING PRE-CLOSING MEMORANDUM

Notice Regarding Pre-Closing Memorandum entered into by the Village of Mount Pleasant, a municipal corporation located in Racine County, Wisconsin, its successors and assigns (the "Village") regarding property located at the southwest quadrant of the intersection of Timber Drive and Green Bay Road, regarding the following described property:

Lot One (1), Certified Survey Map No. 3004 recorded in the Office of the Register of Deeds for Racine County, Wisconsin, on October 28, 2010, 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, located in the City of Racine, Racine County, Wisconsin ("Outlot 1").

TYSON FETTES  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$30.00  
Pages: 3



Return to Name and Address Below:

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

203

151-03-22-24-032-011

Parcel ID Number(s)



NOTICE REGARDING PRE-CLOSING  
MEMORANDUM OF UNDERSTANDING

THIS NOTICE REGARDING PRE-CLOSING MEMORANDUM OF UNDERSTANDING (this "Notice") dated as of the 16 day of September, 2011, is made by Village of Mt. Pleasant, a municipal corporation located in Racine County, Wisconsin (the "Village").

WITNESSETH

WHEREAS, the Village, GenCap Mt. Pleasant, LLC, a Wisconsin limited liability company ("GenCap") and the Community Development Authority of the Village of Mount Pleasant are parties to that certain Development Agreement recorded April 14, 2010, as Document No. 2247477, Racine County Register of Deeds (the "Development Agreement");

WHEREAS, the Village and GenCap modified portions of the Development Agreement pursuant to that certain Pre-Closing Memorandum of Understanding recorded November 18, 2010, as Document No. 2266411 in the Racine County Register of Deeds (the "MOU");

WHEREAS, GenCap Mt. Pleasant Outlot NE, LLC ("GenCap NE"), as successor-in-interest to GenCap, has conveyed to GMRI, Inc. certain property described as Lot 1 in the MOU, which property is more particularly described as follows:

Lot One (1), Certified Survey Map No. 3004 recorded in the Office of the Register of Deeds for Racine County, Wisconsin 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, located in the City of Racine, Racine County, Wisconsin ("Outlot 1");

WHEREAS, pursuant to the terms of the MOU, the Outlot Fee equal to One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) was paid by GenCap NE in connection with the sale of Outlot 1 to GMRI;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Village hereby acknowledges receipt of the Outlot Fee for Outlot 1 and hereby releases Outlot 1 from the all obligations set forth in the MOU and Section 12(a) of the Development Agreement.

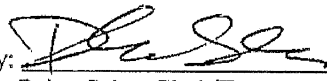
*(Signatures Appear On The Following Page)*

IN WITNESS WHEREOF, the Village has executed this Notice as of the date first above written.

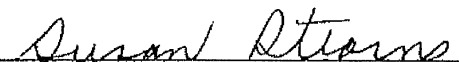
VILLAGE:

VILLAGE OF MOUNT PLEASANT

By:   
Carolyn A. Milkie, President

By:   
Debra Salas, Clerk/Treasurer

Subscribed and sworn to before me this 16<sup>th</sup> day of  
September, 2011

  
Notary Public  
Racine County, Wisconsin  
My Commission Expires 9/13/15

Drafted by: Village of Mt. Pleasant

DECLARATION OF  
EASEMENTS, COVENANTS,  
CONDITIONS AND  
RESTRICTIONS

DOCUMENT # 2268688  
RACINE COUNTY REGISTER OF DEEDS  
November 18, 2010 4:35 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

30-17

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

ORIGINAL

**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, unlittered, 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]

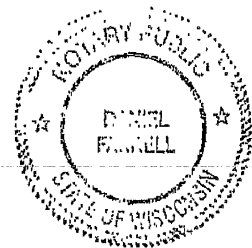
GENCAP MT. PLEASANT, LLC

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.

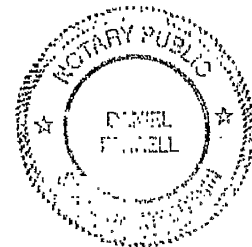
By: Edward G. Kitz  
Group V.P. - Legal, Risk & Treasury

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 Set 2

**EXHIBIT B**

**SITE PLAN**



# Shopping Center

Randy's Parcel

## 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 DEUREN 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 151-03-22-24-023-000

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

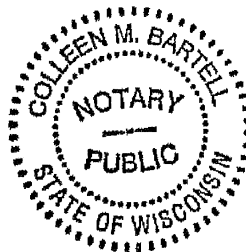
I, Colleen M Bartell, a Notary Public of the County and State aforesaid, certify that Stephen Sirkis personally came before me this day and acknowledged that he is the Authorized Agent of GENCAP MT. PLEASANT, LLC, a Wisconsin limited liability company, and that he, as Authorized Agent, being authorized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

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

Colleen M Bartell  
Notary Public

My commission expires: 11/24/2013

[NOTARIAL SEAL]



Drafted by Abbye Gooding



**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

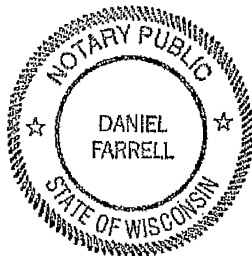
I, Daniel Farrell, a Notary Public of the County and State aforesaid, certify that Edward G. Kitz personally came before me this day and acknowledged that he/she is the Group VP of Roundy's Supermarkets, Inc., a Wisconsin corporation, and that he, as Group V.P., being authorized to do so, executed the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

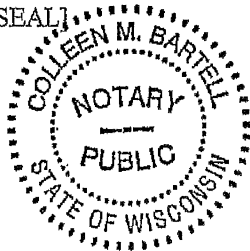
I, Colleen M Bartell, a Notary Public of the County and State aforesaid, certify that Stephen Sirkis personally came before me this day and acknowledged that he is the Authorized Agent of GenCap Mt. Pleasant Outlot NE, LLC, a Wisconsin limited liability company, and that he, as Authorized Agent, being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

Witness my hand and notarial stamp or seal, this 29<sup>th</sup> 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 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 Sirui  
Name: Stephen Sirui  
Title: Authorized Agent

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

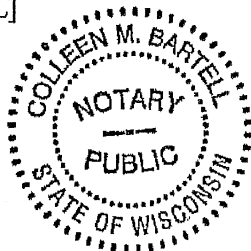
I, Colleen M. Bartell, a Notary Public of the County and State aforesaid, certify that Stephen Sirui personally came before me this day and acknowledged that he is the Authorized Agent of GenCap Mt. Pleasant Shops, LLC, a Wisconsin limited liability company, and that he, as Authorized Agent, being authorized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

Witness my hand and notarial stamp or seal, this 29<sup>th</sup> 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 Sirkis  
Name: Stephen Sirkis  
Title: Authorized Agent

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

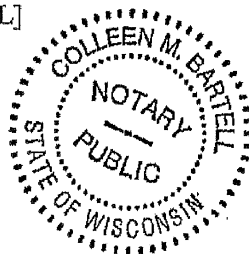
I, Colleen M Bartell, a Notary Public of the County and State aforesaid, certify that Stephen Sirkis personally came before me this day and acknowledged that he is the Authorized Agent of GenCap Mt. Pleasant Outlot SW, LLC, a Wisconsin limited liability company, and that he, as Authorized Agent, being 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: *Linda M. Groll*  
Name: Linda M. Groll  
Title: Vice President

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

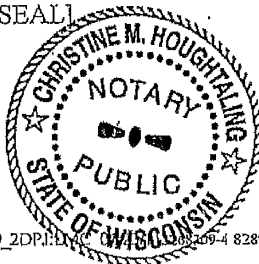
I, Christine M. Houghtaling, a Notary Public for the aforesaid County and State, certify that Linda M. Groll personally came before me this day and acknowledged that he/she is Vice President of Associated Bank, National Association and that he/she, as Vice President, being authorized to do so, executed 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\_2DPR.DOC 06/29/11 4:52PM 4 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: \_\_\_\_\_

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.

  
Notary Public

My commission expires: March 8, 2015

[NOTARIAL SEAL]



REINHART\7299169\_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

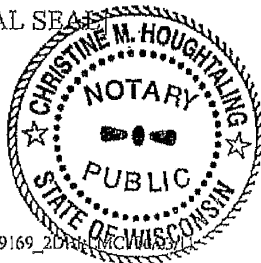
I, Christine M. Houghtaling, a Notary Public for the aforesaid County and State, certify that Linda M. Groll personally came before me this day and acknowledged that he/she is Vice President of Associated Bank, National Association and that he/she, as Vice President, being authorized to do so, executed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

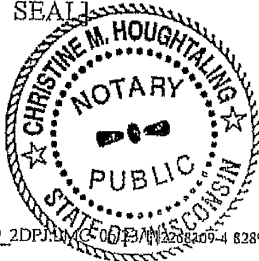
I, Christine M. Houghtaling, a Notary Public for the aforesaid County and State, certify that Linda M. Groll personally came before me this day and acknowledged that he/she is Vice President of Associated Bank, National Association and that he/she, as Vice President, being authorized to do so, executed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



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**EXHIBIT A**

**SITE PLAN**

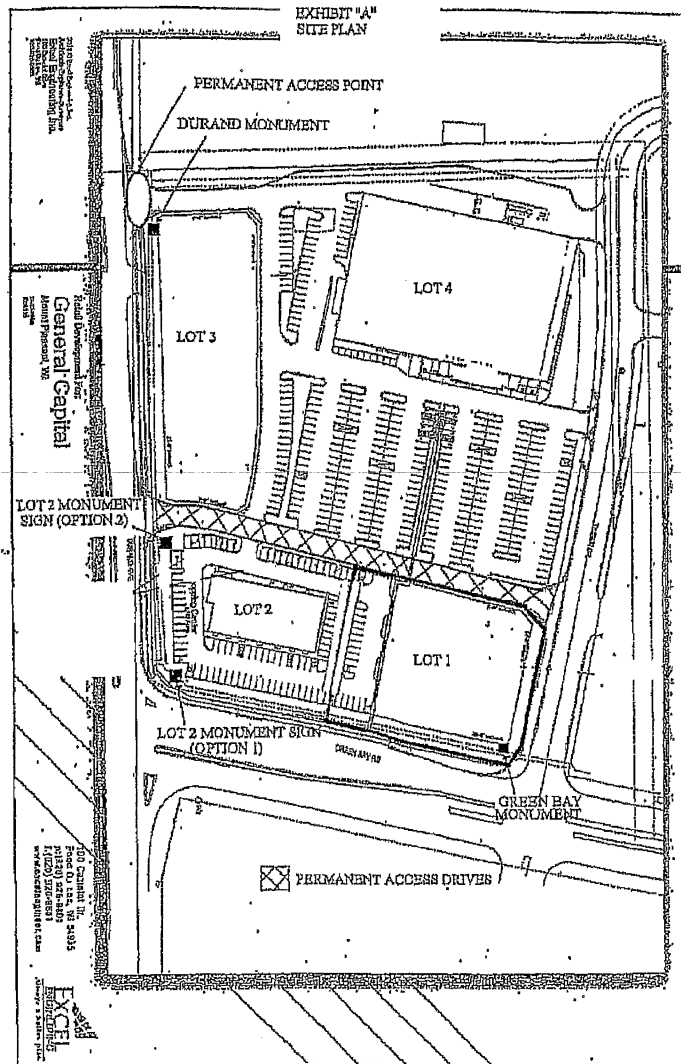


EXHIBIT "B"

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  $\frac{1}{4}$  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 SOUTEAST 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.

### SIGN PLAN

EXHIBIT "E" SIGN PLAN



**LOT 2 MONUMENT SIGN**

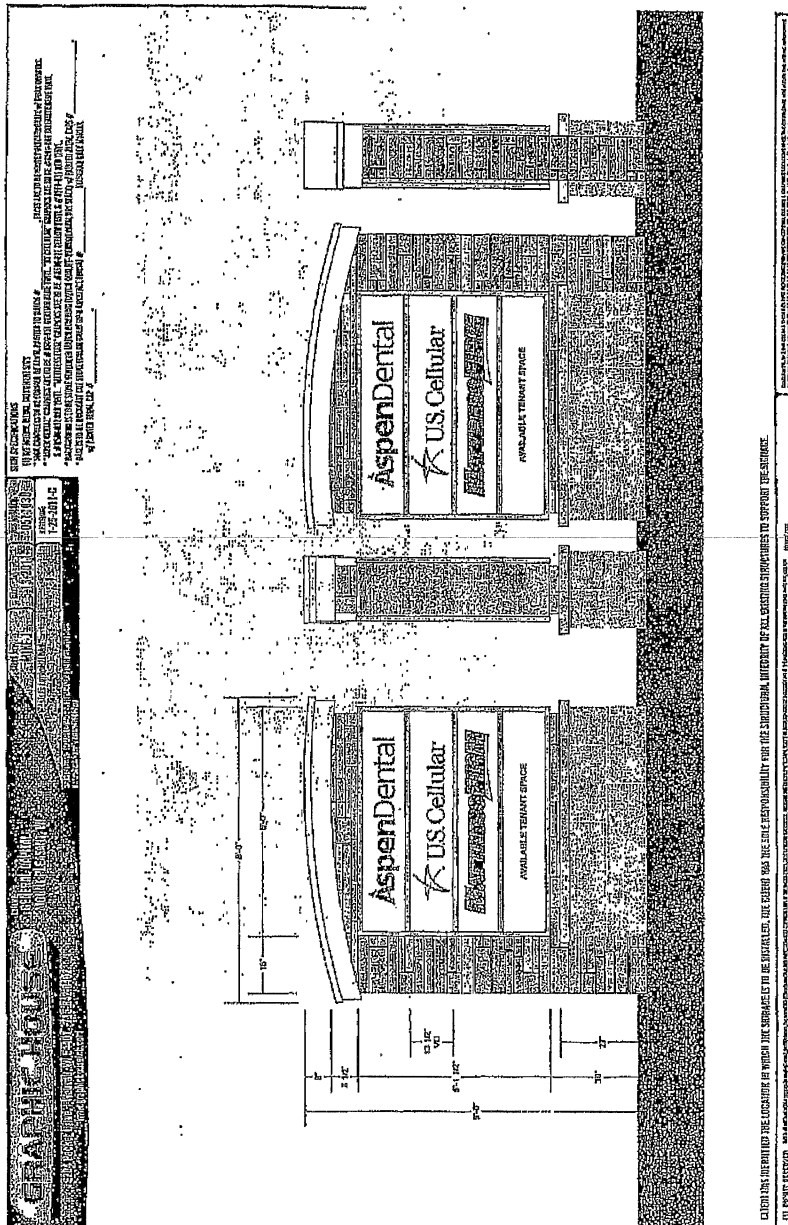
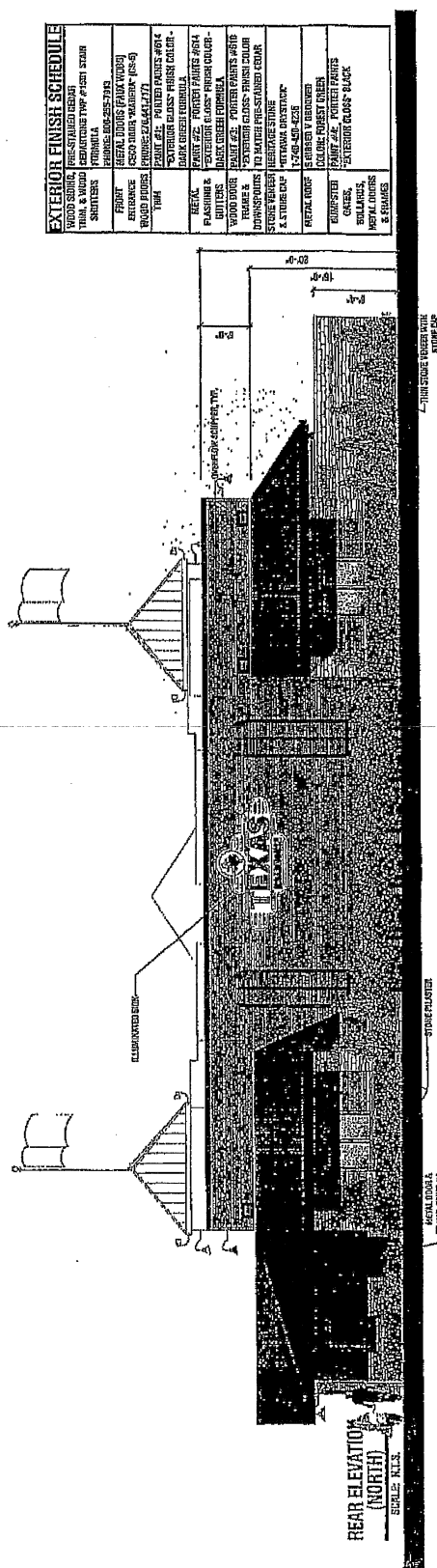


EXHIBIT "F"

LOT 3 BUILDING

[illegible]

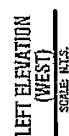
LANDLORD REVIEW: 02/18/11  
CLIENT REVIEW: 03/03/11  
CLIENT REVIEW: 03/21/11  
CLIENT REVIEW: 04/05/11  
PLAN COMMISSION SUBMISSION: 06/10/11  
WILLAGE RESUBMITTAL: 06/29/11

TEXAS ROADHOUSE  
MT. PLEASANT, WISCONSIN  
A21  
2012 100501.0  
ELEVATIONS



**GreenbergFarrow**  
21 S. Dearborn Ave., Suite 200  
Arlington Heights, Illinois 60005





LANDLORD REVIEW: 02/18/11  
CLIENT REVIEW: 03/03/11  
CLIENT REVIEW: 03/21/11  
CLIENT REVIEW: 04/05/11  
PLAN COMMISSION SUBMISSION: 06/10/11  
VILLAGE RESUBMITTAL: 06/29/11

**TEXAS ROADHOUSE** **ELEVATIONS**  
MT. PLEASANT, WISCONSIN

## A2.2

2021-10-26 0



**සූර්යානන්දු සිංහ**  
21, G. Eswarappa Ave., June 2003  
Auricular Heights, 110035 INDIA  
Tel: 917 766 9300 F: 917 768 9595

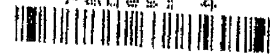


WAIVER OF NOTICE AND  
HEARING THEREON AND  
CONSENT TO IMPOSITION OF  
ASSESSMENT

DOCUMENT # 2268701  
RACINE COUNTY REGISTER OF DEEDS  
November 18, 2010 4:45 PM

*James A. Ladwig*

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



Document Number

Document Title

Recording Area

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

30-4

151-03-22-24-032-011

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 #151-03-22-24-032-011**

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.

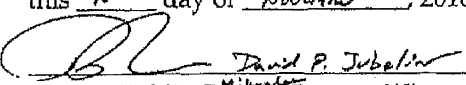
This document and the terms thereof shall be binding on the undersigned as well as its heirs, successors and assigns.

Dated: November 10, 2010.

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

  
\_\_\_\_\_  
Michael D. Weiss, Manager

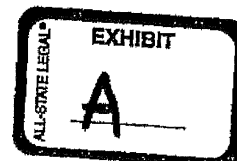
Subscribed and sworn to before me  
this 10<sup>th</sup> day of November, 2010.

  
\_\_\_\_\_  
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 1 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. 151-03-22-24-032-011



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 Boerner 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/~~she~~ 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 THRU 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

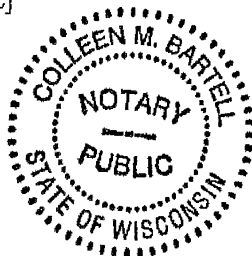
I, Colleen M Bartell, a Notary Public of the County and State  
aforesaid, certify that David J Weiss personally came before me this day and  
acknowledged that he is the manager of GenCap Mt. Pleasant, LLC, the  
Member and Manager of GenCap Mt. Pleasant Shops, LLC, a Wisconsin limited liability  
company, 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 13<sup>th</sup> 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: \_\_\_\_\_

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.

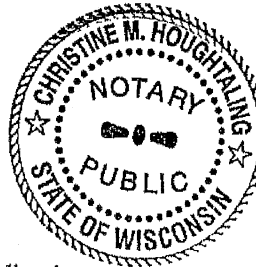
Witness my hand and notarial stamp or seal, this 25th day of July, 2011.

\_\_\_\_\_  
Christine M. Houghtaling  
Notary Public

My commission expires: March 8, 2015

[NOTARIAL SEAL]

Prepared by: David P. Jubel Uren  
Reinhardt Boerner VanDuren



**EXHIBIT A**

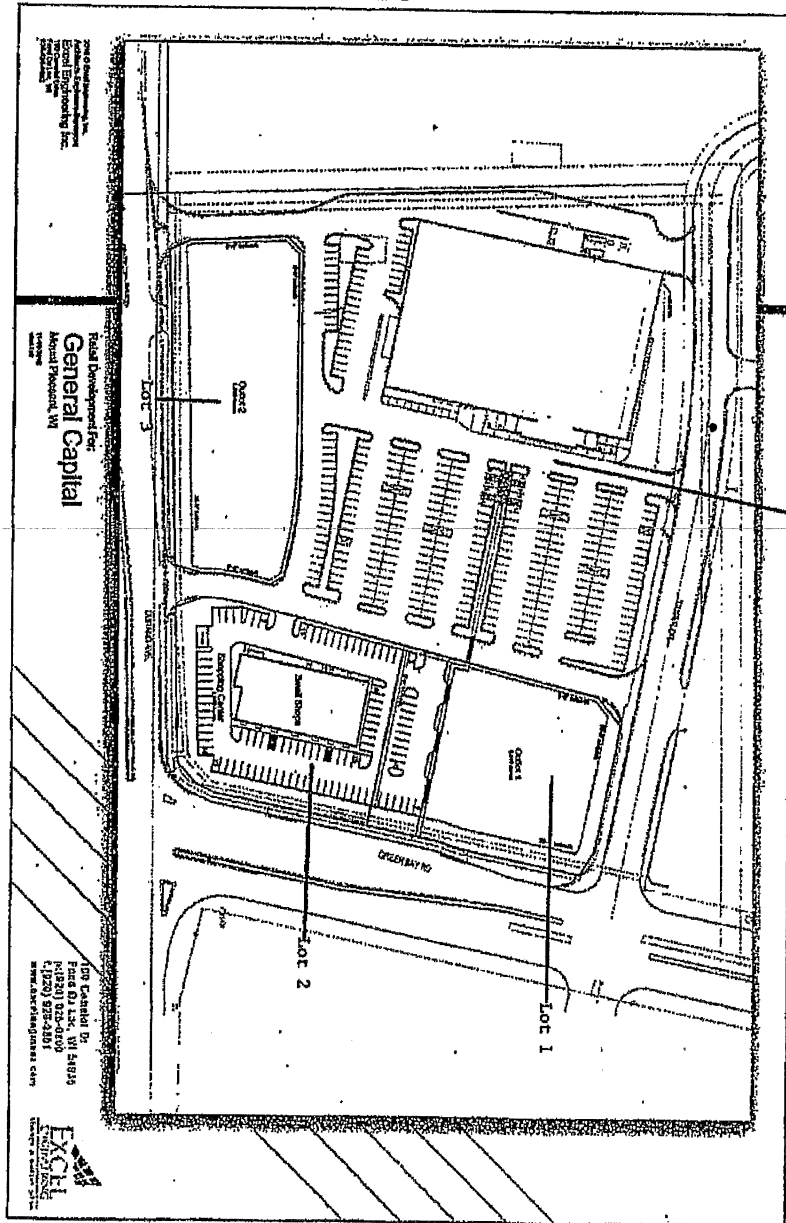
**LEGAL DESCRIPTION OF LOT 1**

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 SOUTEAST  $\frac{1}{4}$  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 SOUTEAST  $\frac{1}{4}$  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  $\frac{1}{4}$  OF THE SOUTEAST  $\frac{1}{4}$  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**

**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  $\frac{1}{4}$  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 F

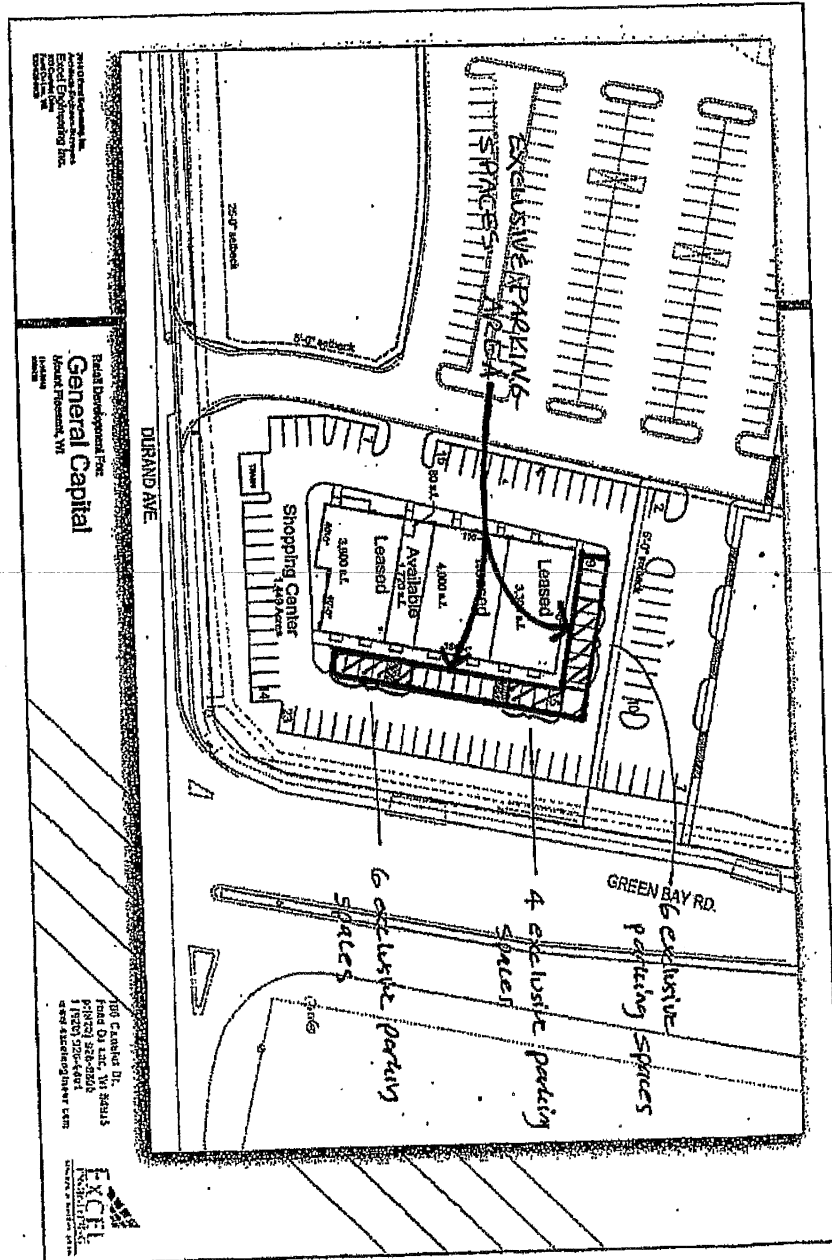
### EXISTING EXCLUSIVES

- 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.

# EXHIBIT G

## EXCLUSIVE PARKING SPACES

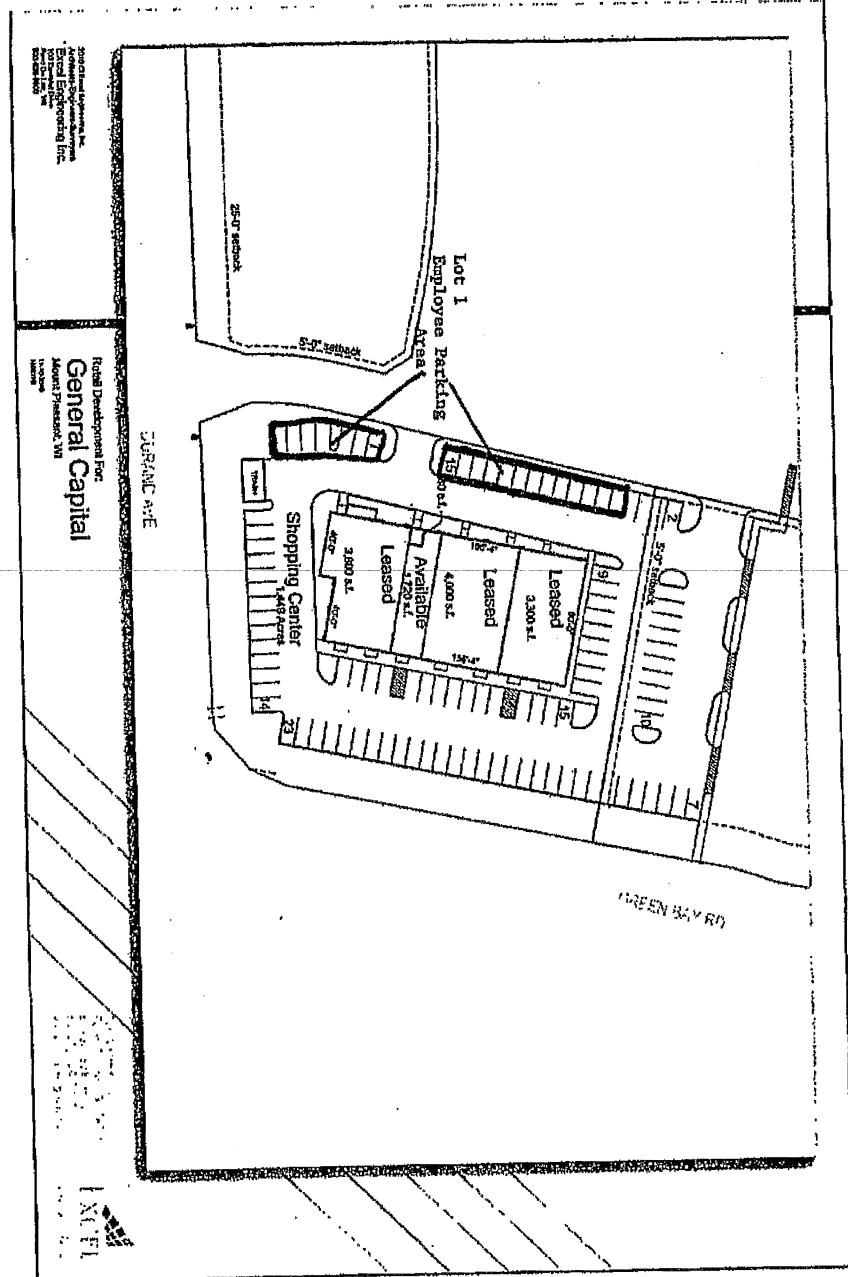
EXHIBIT G



**EXHIBIT H**

**LOT 1 EMPLOYEE PARKING AREA**

EXHIBIT H



Resolution 3-98 dissolving the  
Mt. Pleasant Storm Drainage District

Document Title Above

DOC # 2210698

Recorded

Apr. 27, 2009 AT 11:27AM

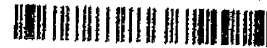
*James A. Ladwig*

JAMES A LADWIG

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$103.00



103-

Return to Name and Address Below

*Juliet Edmunds*  
*Village of Mt. Pleasant*  
*6126 Durand Av.*  
*Racine, WI 53406*

*see attached parcel*  
*listing*

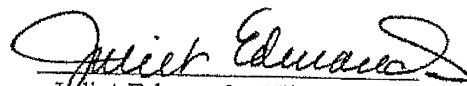
Parcel ID Number(s)

**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 <sup>Village</sup> 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

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

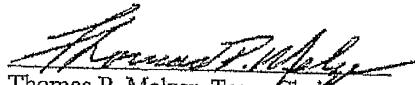
BE IT FURTHER RESOLVED that pursuant to Section 66.068 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District Commission is hereby created and shall be responsible for management and administration of the Utility District, subject to any approval, reporting or other requirements or restrictions imposed by the Town Board, and

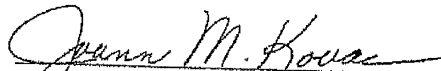
BE IT FURTHER RESOLVED that the Mt. Pleasant Storm Water Utility District Commission shall consist of three (3) Commissioners duly appointed by the Town Board. The initial Commissioners shall serve until their successors are appointed by the Town Board.

Dated this 26th day of January, 1998

Approved:

Attest:

  
Thomas P. Melzer, Town Chair

  
Jean M. Kevac, 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.

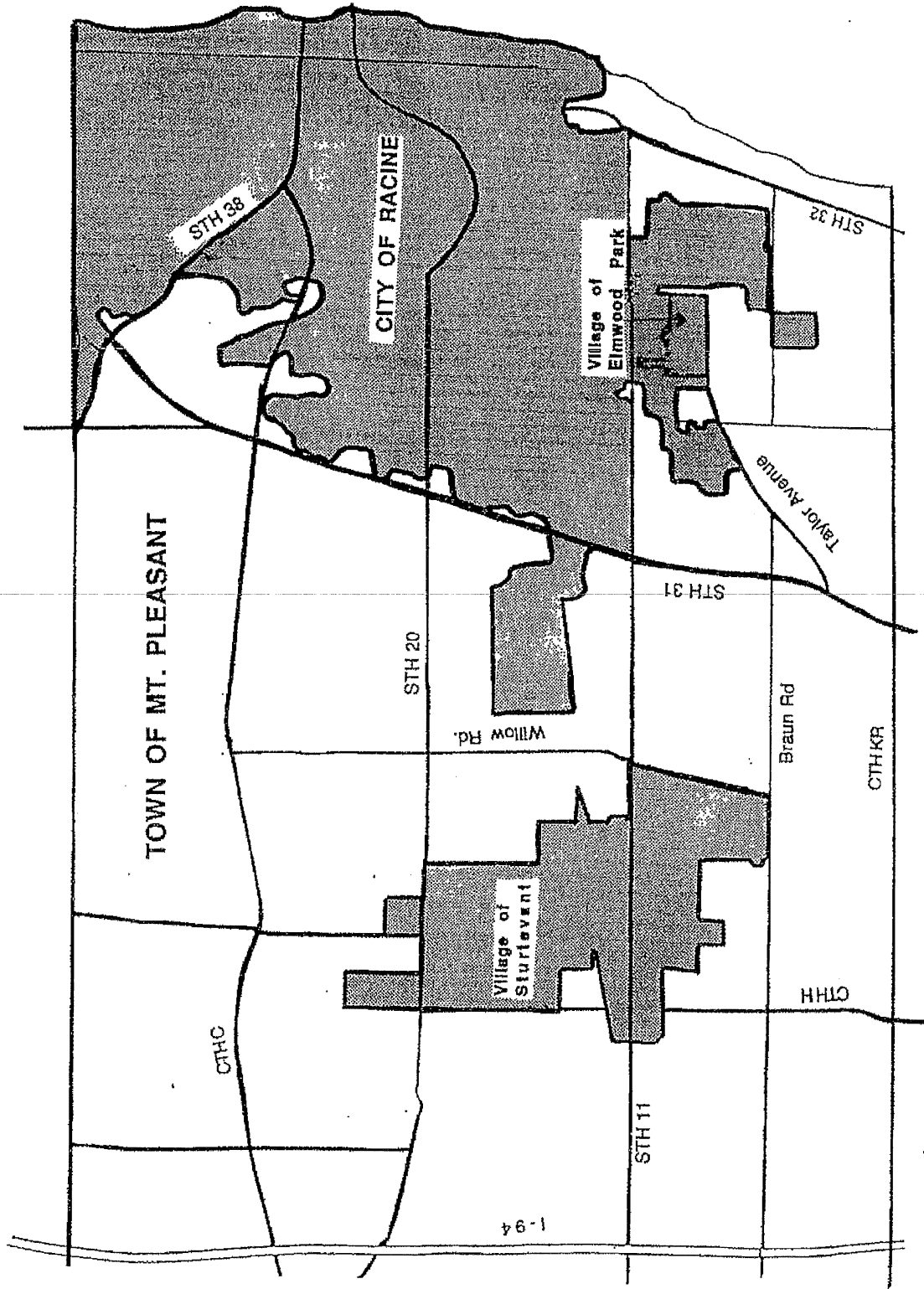
At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the 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**

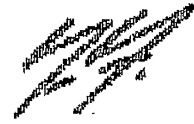
Begin on the westerly shoreline of Lake Michigan at a point where the South line of section 32, Town 3 North, Range 23 East intersects said westerly shoreline; thence continue westerly along the South lines of Section 32 and 31, Town 3 North, Range 23 East and South lines of Sections 36, 35, 34, 33, 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.



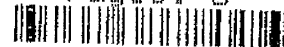
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Document Number	MEMORANDUM OF LEASE
	Document Title

DOCUMENT # 2387125  
RACINE COUNTY REGISTER OF DEEDS  
August 07, 2014 3:47 PM



TYSON FETTES  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$30.00  
Pages: 5



Recording Area

This instrument was drafted by and  
after recording return to:  
Name and Return Address:

John G. Caruso, Esq.  
Kirkland & Ellis LLP  
300 North La Salle  
Chicago, Illinois 60654  
(312) 862-2000

Handwritten initials "JC" and "30" with a checkmark.

Parcel Identification Number (PIN)

MOL 6381 Mount Pleasant, WI (Racine)

## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the "Memorandum of Lease") is made and dated as of this 28th day of July, 2014, by and between **ARCP RL Portfolio IV, LLC**, a Delaware limited liability company ("Landlord") whose address is c/o American Realty Capital Properties, Inc., 2325 E. Camelback Road, Suite 1100, Phoenix, AZ 85016, Attention: Legal Department (the "Landlord"), and **Red Lobster Hospitality LLC**, a Delaware limited liability company ("Tenant") whose address is c/o Golden Gate Private Equity, Inc., One Embarcadero Center, 39th Floor, San Francisco, CA 94111, Attention: Joshua Olshansky (the "Tenant").

### WITNESSETH:

Landlord and Tenant have entered into that certain Master Lease dated as of July 28, 2014, (the "Lease"), pursuant to which Landlord has agreed to lease to Tenant the premises, more particularly described at Exhibit A, attached hereto and made a part hereof (the "Premises"), upon the terms and conditions set forth in the Lease; and

Landlord and Tenant desire to set forth certain terms and provisions contained in the Lease in this Memorandum of Lease for recording purposes.

NOW, THEREFORE, for and in consideration of the rents reserved and the covenants and conditions set forth in the Lease, Landlord and Tenant do hereby covenant, promise and agree as follows:

1. The term of the Lease commenced on July 28, 2014, and will terminate on July 31, 2039, subject to Tenant's option to extend the term of the Lease for four (4) additional periods of five (5) years each.
2. Each and all of the terms, provisions, and conditions in the Lease are hereby incorporated by this reference as though fully set forth herein, and the Lease and this Memorandum of Lease shall be deemed to constitute a single instrument or document; provided, that in the event of a conflict between this Memorandum of Lease and the Lease, the terms and conditions of the Lease shall govern and nothing herein shall be construed to be a modification of or amendment to any of the terms and conditions of this Lease.
3. In the event the Lease is in the future amended or supplemented by written instrument executed by the parties in interest thereto or shall be assigned or terminated in any manner permitted under the terms thereof, then without any further act or instrument whatsoever, this Memorandum of Lease shall likewise and to the same effect be deemed amended, assigned, or terminated, as the case may be. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any capitalized term used but not defined herein shall have the meaning as set forth in the Lease.
4. This Memorandum of Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES AND ACKNOWLEDGMENTS ON NEXT PAGE]

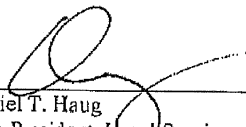
MOL 6381 Mount Pleasant, WI (Racine)

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

LANDLORD:

ARCP RL Portfolio IV, LLC,  
a Delaware limited liability company

By: Cole REIT Advisors III, LLC,  
a Delaware limited liability company,  
its Manager

By:   
Daniel T. Haug  
Vice President, Legal Services

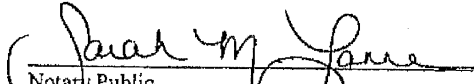
(Landlord Acknowledgement)

STATE OF ARIZONA                    )  
  ) ss.  
COUNTY OF MARICOPA            )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of July, 2014, by Daniel T. Haug, as Vice President, Legal Services of Cole REIT Advisors III, LLC, a Delaware limited liability company, the Manager of ARCP RL Portfolio IV, LLC, a Delaware limited liability company, who acknowledged that he executed this instrument in his authorized capacity and on behalf of said limited liability company and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Seal:



  
Notary Public  
Printed Name: Sarah M. Lanner

*Signature Page*

**TENANT:**

**RED LOBSTER HOSPITALITY LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Horace G. Dawson III  
Its: Vice President and Secretary

(Tenant Acknowledgement)

**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN FRANCISCO )

On July 18<sup>th</sup>, 2014, before me, Gary Hirsch, a  
Notary Public (here insert name and title of the notary public), personally appeared Horace G. Dawson III,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

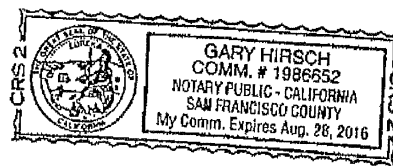
WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)  
Notary Public

Printed Name: Gary Hirsch

This instrument was drafted by and after recording return to:  
Name and Return Address:

John G. Caruso, Esq.  
Kirkland & Ellis LLP  
300 North La Salle  
Chicago, Illinois 60654  
(312) 862-2000



*Signature Page*

MOL 6381 Mount Pleasant, WI (Racine)



EXHIBIT A

(Legal Description of Premises)

Site #6381, Mt. Pleasant, Racine County, WI  
Tax Parcel #: 51-151-03-22-24-032-011

Lot One (1), Certified Survey Map No. 3004 recorded in the Office of the Register of Deeds for Racine County, Wisconsin 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, located in the Village of Mt. Pleasant, Racine County, Wisconsin.

Tax Parcel Number: 51-151-03-22-24-032-011

EXHIBIT A

MOL 6381 Mount Pleasant, WI (Racine)