DOT Title Report

Project ID: 2390-12-00/Racine

File Number: 1079097

Knight Barry TITLE GROUP
Integrity. Experience. Innovation.

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:1/20/20 2:20 pm
Last Revised on:1/20/20 2:20 pm
Printed on:1/20/20 2:20 pm

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: 12/09/2019 at 8:00 am

Owner(s) of record:Taco Bell of America Inc., a Delaware Corporation

Property address:2825 S Green Bay Road, Racine, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: Lot 2 of Certified Survey Map No. 2244, as recorded on May 12, 2000 in Volume 6 of Certified Survey Maps, Pages 905-907, as Document No. 1727478, being a redivision of part of Lots 16 and 17, Block 1, of Regency Mall, being part of the Southwest ¼ of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, County of Racine, State of Wisconsin.

Tax Key No: 23876046

Mortgages / Leases / Land Contracts / UCC

Memorandum of Lease and other matters contained in instrument recorded December 28, 2015, as Document No. 2425147.

Leasehold Mortgage, Assignment of Rents, Security Agreement and Financing Statement and other matters contained in instrument recorded July 8, 2016, as Document No. 2439129.

Easements / Restrictions & Other Encumbrances

Public or private rights, if any, in such portion of the subject premises 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 the plat of Regency Mall .

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. 2244 recorded May 12, 2000 as Document No. 1727478 .

Award of Damages and other matters contained in the instrument recorded November 4, 1971 in Volume 1110, Page 334 as Document No. 891777 .

Declaration of Restrictions and other matters contained in the instrument recorded December 28, 1979 in Volume 1545, Page 385 as Document No. 1066873.

Agreement and other matters contained in the instrument recorded September 8, 1972 in Volume 1149, Page 259 as Document No. 907926 .

Covenants, Conditions, Restrictions and Easements and other matters contained in the instrument recorded August 4, 1992 in Volume 2172, Page 917 as Document No. 1385091 .

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Certificate and other matters contained in the instrument recorded September 28, 1973 in Volume 1198, Page 483 as Document No. 928938 .

Assignment, Assumption, Consent and Release and other matters contained in the instrument recorded September 1, 1977 in Volume 1399, Page 433 as Document No. 1009557 .

Amendment to Agreement and other matters contained in the instrument recorded September 1, 1977 in Volume 1399, Page 452 as Document No. 1009558 .

Supplemental Agreement and other matters contained in the instrument recorded September 28, 1981 in Volume 1634, Page 430 as Document No. 1097238 .

Agreement and other matters contained in the instrument recorded December 28, 1979 in Volume 1545, Page 215 as Document No. 1066868 .

Easement and other matters contained in the instrument recorded September 19, 1972 in Volume 1150, Page 481 as Document No. 908515 .

Non-Exclusive Easement and other matters contained in the instrument recorded June 26, 1973 in Volume 1185, Page 515 as Document No. 923374 .

Conveyance of Rights in Land and other matters contained in the instrument recorded May 16, 2000 as Document No. 1727848 .

Electric Easement and other matters contained in the instrument recorded October 7, 1980 in Volume 1581, Page 407 as Document No. 1080257 .

Electric Easement and other matters contained in the instrument recorded April 13, 1981 in Volume 1609, Page 229 as Document No. 1089053 .

Natural Gas Easement and other matters contained in the instrument recorded July 1, 1981 in Volume 1621, Page 460 as Document No. 1093082 .

Telephone Easement and other matters contained in the instrument recorded March 23, 1982 in Volume 1644, Page 620 as Document No. 1104126 .

Access Covenant and other matters contained in the instrument recorded May 8, 1975 in Volume 1263, Page 139 as Document No. 955530 .

Easement, Restriction and Operating Agreement and other matters contained in the instrument recorded December 28, 1979 in Volume 1545, Page 235 as Document No. 1066872 .

Easement, Restriction and Maintenance Agreement and other matters contained in the instrument recorded July 30, 1980 in Volume 1570, Page 525 as Document No. 1076199 .

Confirmation of Encroachment Easement Agreement and other matters contained in the instrument recorded October 28, 1981 in Volume 1636, Page 246 as Document No. 1098505 .

Easement, Restriction and Operating Agreement and other matters contained in the instrument recorded November 10, 1981 in Volume 1637, Page 270 as Document No. 1099190 .

Second Amendment to Easement Restriction and Operating Agreement and other matters contained in the instrument recorded March 28, 1985 in Volume 1747, Page 145 as Document No. 1165931 .

Agreement of Assignment Assumption and Indemnity and other matters contained in the instrument recorded March 28, 1985 in Volume 1747, Page 128 as Document No. 1165930 .

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Construction and Operating Agreement and other matters contained in the instrument recorded June 9, 1993 in Volume 2262, Page 1 as Document No. 1421605 .

Wisconsin Electric Power Company and Wisconsin Bell, Inc. Easement and other matters contained in the instrument recorded September 1, 1993 in Volume 2289, Page 326 as Document No. 1432907 .

Covenant, Conditions, Easement and Restriction Agreement and other matters contained in the instrument recorded September 25, 2002 in Volume 3519, Page 937 as Document No. 1851902 .

Supplement to Construction and Operating Agreement and other matters contained in the instrument recorded September 30, 2002 in Volume 3523, Page 906 as Document No. 1852712 .

Supplement No. 2 to Construction and Operating Agreement and other matters contained in the instrument recorded February 15, 2008 as Document No. 2163892 .

Electric Easement and other matters contained in the instrument recorded September 21, 1981 in Volume 1634, Page 8 as Document No. 1096946.

Judgments / Liens

Judgment filed December 18, 2009 and docketed in Central Docketing January 5, 2010 in favor of Len Alvarez and Susan Alvarez, 808 Briody St., Burlington, WI 53105 , creditor(s) and against Taco Bell , 2056 S Milwaukee Ave, Burlington, WI 53105 ,debtor(s) in the amount of $2,023.28 , Case No. 2008-SC-4514 .

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 $25,755.62, and all prior years are paid.

Other Matters

None

Footnotes

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.

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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).

(6)

1079097

Search powered by GCS

Report-/Print engine List & Label ® Version 19: Copyright combit® GmbH 1991-2013

City of Racine Web Portal - Property Summary

Property: 23876046

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2018 ▼	Real Estate	23876046	276 - CITY OF RACINE	2825 S GREEN BAY RD	TACO BELL OF AMERICA INC C/O ALBOR RESTAURANT GROUP LLC 302 SAUNDERS RD STE 100 RIVERWOODS IL 60015

Tax Year Legend: = owes prior year taxes = not assessed = not taxed Delinquent Current

Summary

Property Summary

Parcel #:	23876046
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	7/11/2017
Historical Date:	
Acres:	0.000

Property Addresses

Primary ▲	Address
☑	2825 S GREEN BAY RD RACINE 53406

Owners

Name	Status	Ownership Type	Interest
TACO BELL OF AMERICA INC	CURRENT OWNER		0.00

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Legal Description

SW 1/4 SECTION 24-3-22 LOT 2 CSM NO 2244 RECOR MAY 12, 2000 VOL 6 CSM PGS 905-907, REDIV OF PT LOTS 16 + 17 BLK 1 REGENCY MALL 1.177 AC MOL

Public Land Survey - Property Descriptions

No Property Descriptions were found

District

Code ▲	Description	Category
0600	GATEWAY TECHINCAL COLLEGE	TECHNICAL COLLEGE
276	LOCAL	OTHER DISTRICT
	RACINE COUNTY	

	STATE OF WISCONSIN	
4620	UNIFIED SCHOOL	REGULAR SCHOOL

Building Information

Buildings

Assessments

Assessment Summary

Estimated Fair Market Value: **894200**
Assessment Ratio: **0.9830**
Legal Acres: **0.000**

2018 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	615000	264000	879000
ALL CLASSES	**0.000**	**615000**	**264000**	**879000**

2017 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	615000	264000	879000
ALL CLASSES	**0.000**	**615000**	**264000**	**879000**

Taxes

Tax Summary

Bill #: 26193	Net Mill Rate: **0.029166790**

Lottery Credits

Claims	Date	Amount
0		0.00

Installments

Due Date ▲	Amount
1/31/2019	6579.92
3/31/2019	6391.90
5/31/2019	6391.90
7/31/2019	6391.90

Payments

Status	Payment Date ▲	Type	Amount	Receipt #	Notes
Posted	1/17/2019	T	25755.62	94704	ALBOR RESTURANT GROUP, LLC #107585

Key:	Property Type: RE - Real Estate, PP - Personal Property
	Payment Type: A - Adjustment, R - Redemption, T - Current Tax, Q - Quit Claim, D - Write Off Deeded, B - Write Off Bankruptcy

Details

Description	Amount	Paid	Due
Gross Tax	27242.29	-	-
School Credit	1604.68	-	-
Total	25637.61	-	-

Description	Amount	Paid	Due
GATEWAY TECHINCAL COLLEGE	719.37		
LOCAL	14535.62		
RACINE COUNTY	3044.87		
STATE OF WISCONSIN	0.00		
UNIFIED SCHOOL	7337.75		
First Dollar Credit	69.99	-	-
Lottery Credit	0.00	-	-
Net Tax	25567.62	25567.62	0.00
Special Assessments	0.00	0.00	0.00
Special Charges	188.00	188.00	0.00
Fire Inspection	125.00		
SANITARY SEWER MAINTENANCE	63.00		
Delinquent Utility	0.00	0.00	0.00
PrivateForest Crop	0.00	0.00	0.00
Woodland Tax Law	0.00	0.00	0.00
Managed Forest Land	0.00	0.00	0.00
Other Charges	0.00	0.00	0.00
Interest	-	0.00	0.00
Penalty	-	0.00	0.00
TOTAL	**25755.62**	**25755.62**	**0.00**

Tax History

Interest/Penalty Date 11/12/2019

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Status
2018	25755.62	0.00	0.00	25755.62	1/17/2019	0.00	Paid
2017	27328.70	0.00	0.00	27328.70	1/29/2018	0.00	Paid
2016	24322.67	0.00	0.00	24322.67	1/23/2017	0.00	Paid
2015	22384.64	0.00	0.00	22384.64	1/31/2016	0.00	Paid
2014	21322.84	0.00	0.00	21322.84	1/31/2015	0.00	Paid
2013	21225.23	0.00	0.00	21225.23	1/27/2014	0.00	Paid
TOTAL	**142339.70**	**0.00**	**0.00**	**142339.70**	-	**0.00**	-

* The totals shown here represent only the items in the grid. For more detailed information see 'Tax Balance Report'.

Document History

No matching document history was found

DOCUMENT #	VOL	PAGE
1645234	2810	819 821

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

98 SEP 11 AM 11:20

MARK A. LADD
REGISTER OF DEEDS

return to:

SEND TAX NOTICE TO:
Taco Bell of America, Inc.
c/o Taco Bell Corp.
17901 Von Karman
MD 811, Jim Osborne
Irvine, CA 92614
WI Store # 5732

Tax Exempt 77.25 7

WARRANTY DEED

STATE OF WISCONSIN)
) **SS.**
COUNTY OF RACINE)

TACO BELL CORP., a California Corporation, Grantor, whose mailing address is 17901 Von Karman, Mail Drop 711, Irvine, California 92614, grantor, for Ten Dollars ($10.00) and other valuable consideration, hereby grants, bargains, sells and conveys to **TACO BELL OF AMERICA, INC., a Delaware Corporation**, Grantee, whose mailing address is 17901 Von Karman, Mail Drop 711, Irvine, California 92614, grantor, the following described real estate in Racine County, State of Wisconsin:

As further described on Exhibit A attached hereto.

Tax parcel number 276000023876030

Prior Instrument Reference: 2261 985.

Grantor warrants that title is free of defects, encumbrances and liens created or suffered by Grantor during the time it has owned the property.

Dated this 1 day of October, 1998

Taco Bell Corp., a California Corporation

By: Melissa Lora

Name: MELISSA LORA
VICE PRESIDENT

Title:

VOL PAGE
2810 820

.OWLEDGEMENT

STATE OF CALIFORNIA)
)SS
COUNTY OF ORANGE)

Personally came before me this 1ST day of July, 1998, the above named Melissa Lory, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Sharon Key
Notary Public

Notary Public, Orange County, CA

My commission expires: NOV. 6. 2001

SHARON KEY
Commission # 1160711
Notary Public - California
Orange County
My Comm. Expires Nov 6, 2001

AUTHENTICATION

Signature of Charles Mark Redguard
Authenticated this 12 day of April, 1998.

Charles Mark Redguard
Attorney at Law, State of New York

This instrument was drafted by
Charles Mark Redguard, Esq.
1211 Avenue of Americas, 28th Floor
New York, New York 10036
212-789-6500

WI#5732

EXHIBIT A

VOL 2810 PAGE 821

PARCEL I: That part of Lots 16 and 17, Block 1, Regency Mall, a subdivision, according to the map or plat thereof, recorded in the Office of the Register of Deeds of Racine County in Volume 33 of Plats, at pages 60 through 63, inclusive, as Document No. 1113798 and being a part of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Commencing at the Southeast corner of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, thence South 89° 28′ 36" East along the South line of the Southwest 1/4 of Section 24 aforesaid 992.09 feet to a point; thence North 01° 33′ 26" West 61.18 feet to a point on the Northerly Right of Way line of State Trunk Highway 11; thence North 88° 00′ 16" West 474.11 feet to a point; thence North 86° 48′ 46" West 291.28 feet to a point; thence North 87° 55′ 25" West 446.66 feet to a point; thence North 89° 02′ 04" West along the Northerly Right of Way line of State Trunk Highway 11 aforesaid 1902.81 feet to a point; thence North 77° 46′ 59" West 116.17 feet to a point on the Easterly Right of Way line of State Trunk Highway 31; thence North 11° 30′ 26" East along the Easterly Right of Way line of State Trunk Highway 31 aforesaid 199.70 feet to a point and the point of beginning of this description; thence continuing along the Easterly Right of Way Line of State Trunk Highway 31 aforesaid North 11° 30′ 26" East 275.81 feet to a point; thence along the arc of a 167.50 foot radius curve, concave to the South, having a chord length of 59.61 feet bearing South 68° 14′ 34" East to a point of reverse curvature; thence along the arc of a 192.50 foot radius curve, concave to the North, having a chord length of 128.47 feet bearing South 77° 29′ 11" East to a point of reverse curvature; thence along the arc of a 30.00 foot radius curve, concave to the South, having a chord length of 36.73 feet bearing South 59° 14′ 03" East to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the Northeast, having a chord length of 269.18 feet bearing South 39° 05′ 47" East to a point; thence North 89° 02′ 04" West 437.18 feet to the point of beginning of this description. Said land being in the City of Racine, County of Racine, State of Wisconsin.

PARCEL II: A non-exclusive easement for ingress and egress for the benefit of Parcel I as described in Document Numbers 1066872, 1099190, 1165931 and 1421605, recorded in the office of the Register of Deeds for Racine County, Wisconsin. Said land being in the City of Racine, County of Racine, State of Wisconsin.

STORE # 5732

1421604

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that RACINE JOINT VENTURE, a general partnership having its principal office at 25425 Center Ridge Road, Cleveland, Ohio 44145, the Grantor herein, for Ten Dollars ($10.00) and other good and valuable consideration received to its full satisfaction of TACO BELL CORP., the Grantee herein, whose tax mailing address will be 17901 Van Karman, Irvine, California 92714, does hereby GIVE, GRANT, BARGAIN, SELL and CONVEY to the Grantee, its successors and assigns forever, the real estate described in Exhibit A attached hereto, and made a part hereof.

TO HAVE AND TO HOLD, the above granted and bargained premises together with all appurtenances thereunto belonging to the Grantee, its successors and assigns, forever, but subject to: (i) restrictions, easements, reservations, covenants and conditions of record; (ii) zoning ordinances, if any, and (iii) real estate taxes and assessments, both general and special, not yet due and payable.

And the Grantor covenants with the Grantee, its successors and assigns, that except as aforesaid, the above granted and bargained premises are free from all encumbrances made by the Grantor and that it does warrant and will defend the same to the Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through or under the Grantor and against none other.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the 8th day of June, 1993.

Wisconsin Real Estate Transfer Tax $ 1418.70

In the Presence of:

RACINE JOINT VENTURE

By: M. J. Cleary
M. J. Cleary, its General Partner

Karen C. Paytosh

REGISTER'S OFFICE } SS.
RACINE COUNTY, WI
RECORDED

'93 JUN -9 P3:27

VOL 2261 PAGE 985-986

REGISTER

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named M. J. Cleary, known to me to be the person who executed the within and foregoing instrument, who acknowledged that he was duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that he did execute said instrument on behalf of said partnership and that the same is his free and voluntary act and deed as partner of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this 8th day of June, 1993.

Karen C. Paytosh
Notary Public
My Commission Expires:

KAREN C. PAYTOSH, Notary Public
State of Ohio
My Commission Expires 2/25/98

This Instrument Prepared By:
Richard D. Tomsick, Esq.
25425 Center Ridge Road
Cleveland, Ohio 44145.

VOL 2261 PAGE 985

R-39638 Return to KB

REGENCY MALL
TACO BELL PARCEL
1.641 ACRES

That part of Lots 16 and 17, Block 1, Regency Mall, a subdivision, according to the map or plat thereof, recorded in the Office of the Register of Deeds of Racine County in Volume 33 of Plats, at pages 60 through 63, inclusive, as Document No. 1113798 and being a part of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Commencing at the Southeast corner of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, thence South 89° 28' 36" East along the South line of the Southwest 1/4 of Section 24 aforesaid 992.09 feet to a point; thence North 01° 33' 26" West 61.18 feet to a point on the Northerly Right of Way line of State Trunk Highway 11; thence North 88° 00' 16" West 474.11 feet to a point; thence North 86° 48' 46" West 291.28 feet to a point; thence North 87° 55' 25" West 446.66 feet to a point; thence North 89° 02' 04" West along the Northerly Right of Way line of State Trunk Highway 11 aforesaid 1902.81 feet to a point; thence North 77° 46' 59" West 116.17 feet to a point on the Easterly Right of Way line of State Trunk Highway 31; thence North 11° 30' 26" East along the Easterly Right of Way line of State Trunk Highway 31 aforesaid 199.70 feet to a point and the point of beginning of this description; thence continuing along the Easterly Right of Way Line of State Trunk Highway 31 aforesaid North 11° 30' 26" East 275.81 feet to a point; thence along the arc of a 167.50 foot radius curve, concave to the South, having a chord length of 59.61 feet bearing South 68° 14' 34" East to a point of reverse curvature; thence along the arc of a 192.50 foot radius curve, concave to the North, having a chord length of 128.47 feet bearing South 77° 29' 11" East to a point of reverse curvature; thence along the arc of a 30.00 foot radius curve, concave to the South, having a chord length of 36.73 feet bearing South 59° 14' 03" East to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the Northeast, having a chord length of 269.18 feet bearing South 39° 05' 47" East to a point; thence North 89° 02' 04" West 437.18 feet to the point of beginning of this description. Said land being in the City of Racine, County of Racine, State of Wisconsin.

Parcel contains 1.641 acres to be the same more or less, subject to all Legal Highways and Easements of Record.

#23876-30
23876-29

VOL 2261 PAGE 986

Exhibit "A"

RB EXC

1851899

Special Warranty Deed
Corporation

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2002 SEP 25 PM 4:50

MARK A. LADD
REGISTER OF DEEDS

RB

3519 PAGE 923

Recording Area 17

Name and Return Address

Turnkey Development, LLC
416 Security Blvd Ste C
Green Bay WI 54313

WI REAL ESTATE
TRANSFER FEE
$ 750.00

238761045
Parcel Identification Number (PIN)

36703

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3519 924

Unit No. 9288

SPECIAL WARRANTY DEED
Corporation

Taco Bell of America, Inc., a Delaware corporation, for $10.00 and other good and valuable consideration hereby grants, bargains, sells and conveys to Turnkey Development, LLC, a Wisconsin limited liability company, the following described real property in the City of Racine, County of Racine, State of Wisconsin:

As further described on Exhibit "A" attached hereto.

Tax Key Number: 23876045

Grantor warrants that title is free of defects, encumbrances and liens created or suffered by Grantor during the time it has owned the property, except as follows:

Grantee, its successors and assigns, hereby agree that no portion of the Property shall be operated as a food outlet selling i) any Mexican food items, including, but not limited to, tacos, burritos, Mexican pizza and Mexican chicken; ii) pizza; or iii) chicken. This non-competition clause shall be placed as a restriction on the Deed and shall inure to the benefit and obligation of the successors and assigns of Grantor and Grantee, respectively.

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3519 925

Dated this 9th day of September, 2002.

Taco Bell of America, Inc.,
a Delaware corporation

By: Mary C. Shipma

Its: MARY C. SHIPMA
ASSISTANT SECRETARY

AUTHENTICATION

Signature of authentication this 9th
Day of September, 2002.

STATE OF CALIFORNIA }
} ss:
COUNTY OF ORANGE }

On September 9, 2002 before me, Theresa Mitchell, personally appeared Mary C. Shipma, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and offical seal.

Signature Theresa Mitchell

THERESA MITCHELL
Commission # 1355938
Notary Public - California
Orange County
My Comm. Expires May 9, 2006

RETURN TO WHEN RECORDED

Turnkey Development, LLC
416 Security Blvd., Suite C
Green Bay, WI 54313

VOL 3519 PAGE 926

Exhibit "A"

Lot 1 of Certified Survey Map No. 2244, recorded in the Office of the Register of Deeds for Racine County, Wisconsin on May 12, 2000 in Volume 6 of Certified Survey Maps, page 905, as Document No. 1727478 and being a part of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East. Together with an 80 foot ACCESS EASEMENT and a 25 foot ACCESS EASEMENT for benefit of Lot 1 of Certified Survey Map No. 2244 as disclosed by said Certified Survey Map. Said land being in the City of Racine, Racine County, Wisconsin.

Tax Key No. 23876045

DOCUMENT #

1727478

REGISTER'S OFFICE
RACINE COUNTY, WI

VOL 6 PAGE 905

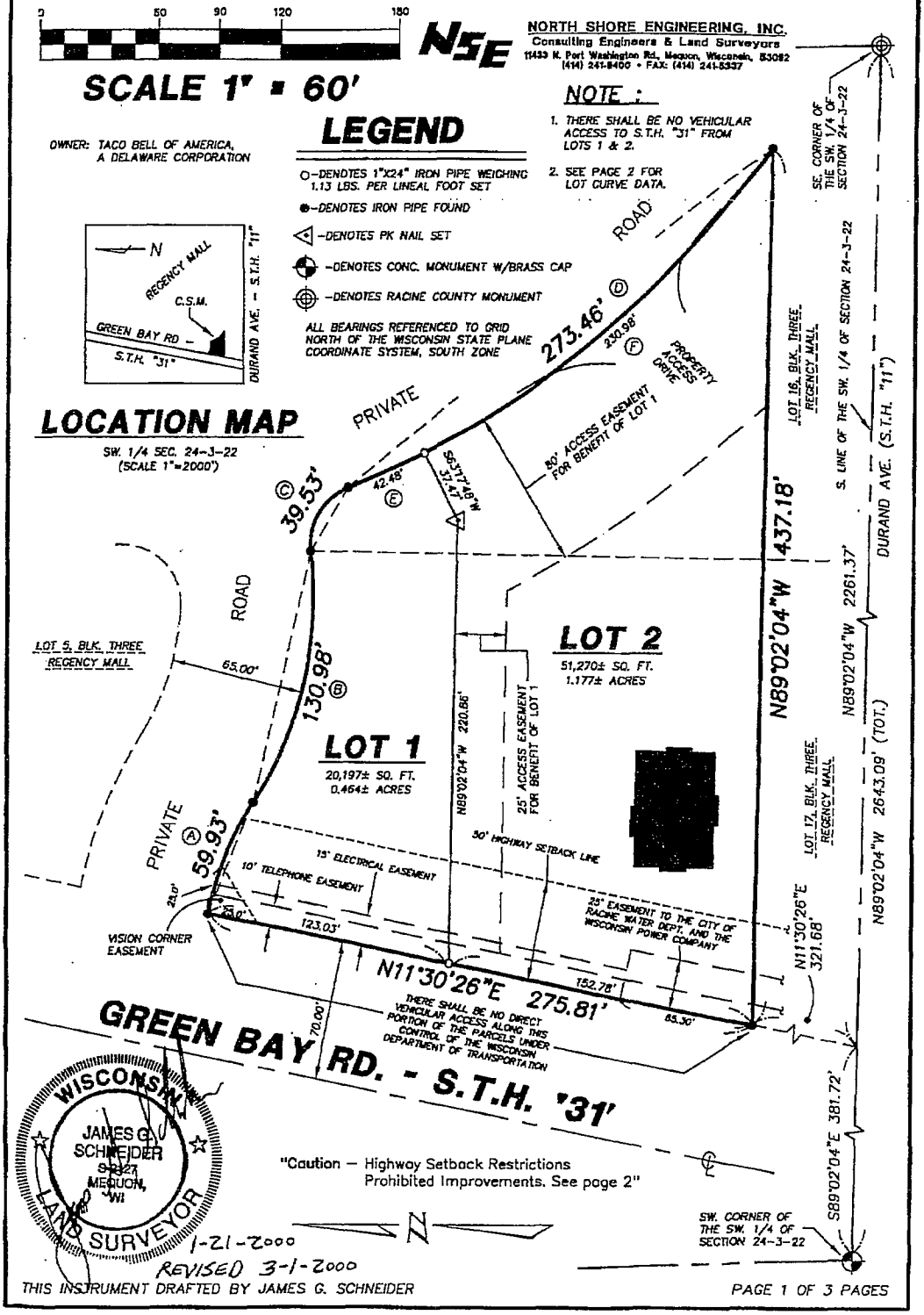
RECORDED

14- 2000 MAY 12 AM 8:32

MARK A. LADD
REGISTER OF DEEDS

CERTIFIED SURVEY MAP NO. 2244

A REDIVISION OF PART OF LOTS 16 & 17, BLOCK 1 OF REGENCY MALL, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 3 NORTH, RANGE 22 EAST, IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN.



1-21-2000

REVISED 3-1-2000

THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

CERTIFIED SURVEY MAP NO. 2244

A REDIVISION OF PART OF LOTS 16 & 17, BLOCK 1 OF REGENCY MALL, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 3 NORTH, RANGE 22 EAST, IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN.

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
A	167.50'	59.93'	59.61'	S68°14'34"E	20°30'00"
B	192.50'	130.98'	128.47'	S77°29'11"E	38°59'06"
C	30.00'	39.53'	36.73'	S59°14'03"E	75°29'34"
D	445.00'	273.46'	269.18'	S39°05'47"E	35°12'34"
E	445.00'	42.48'	42.46'	S24°13'35"E	5°28'10"
F	445.00'	230.98'	228.40'	S41°49'52"E	29°44'25"

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

SURVEYOR'S CERTIFICATE

I, James G. Schneider, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped the following parcel of land:

That part of Lots 16 and 17, Block 1, Regency Mall, a subdivision, according to the map or plat thereof, recorded in the Office of the Register of Deeds of Racine County in Volume 33 of Plats, at pages 60 through 63, inclusive, as Document No. 1113798 and being a part of the Southwest ¼ of Section 24, Township 3 North, Range 22 East, described as follows: Commencing at the Southeast corner of the Southwest ¼ of Section 24, Township 3 North, Range 22 East; thence North 89°02'04" West along the South line of the Southwest ¼ of Section 24, 2261.37 feet to a point on the southerly extension of the Easterly right-of-way line of State Trunk Highway 31; thence North 11°30'26" East along the Easterly right-of-way line of State Trunk Highway 31, 321.68 feet to a point and the point of beginning of this description; thence continuing along the Easterly right-of-way line of State Trunk Highway 31, North 11°30'26" East, 275.81 feet; thence along the arc of a 167.50 foot radius curve, concave to the South, having a chord length of 59.61 feet bearing South 68°14'34" East to a point of reverse curvature; thence along the arc of a 192.50 foot radius curve, concave to the North, having a chord length of 128.47 feet bearing South 77°29'11" East to a point of reverse curvature; thence along the arc of a 30.00 foot radius curve, concave to the South, having a chord length of 36.73 feet bearing South 59°14"03" East to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the Northeast, having a chord length of 269.18 feet bearing South 39°05'47" East; thence North 89°02'04" West, 437.18 feet to the point of beginning of this description. Said land being in the City of Racine, County of Racine, State of Wisconsin. Said parcel containing 1.641 acres of land, more or less.

THAT I have made such survey, land division and plat at the direction of Taco Bell of America, a Delaware Corporation, OWNER of said lands.

THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes.

James G. Schneider, L.S., 2127 1-21-2000 REVISED 3-1-2000

This instrument drafted by James G. Schneider

WISCONSIN JAMES G. SCHNEIDER S-2127 MEQUON, WI LAND SURVEYOR

CERTIFIED SURVEY MAP NO. 2244

A REDIVISION OF PART OF LOTS 16 & 17, BLOCK 1 OF REGENCY MALL, BEING PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWN 3 NORTH, RANGE 22 EAST, IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

I, R. Bryce Shirley, officer of Taco Bell of America, a Delaware Corporation, OWNER, do hereby certify: THAT I have caused the lands described in the foregoing certificate of James G. Schneider, Surveyor, to be surveyed, divided, and mapped.

"As owner I hereby restrict all lots and blocks so that no owner, possessor, user, licensee or other person may have any right of direct vehicular ingress from or egress to any highway lying within the right-of-way of S.T.H. "31" or Green Bay Road, as shown on the land division map; it is expressly intended that this restriction constitute a restriction for the benefit of the public as provided in s.236.293, Stats., and shall be enforceable by the department or its assigns."

WITNESS the hand and seal of said OWNER on this 27 day of April, 2000.

Witness

STATE OF CALIFORNIA)
ORANGE COUNTY)ss

PERSONALLY came before me on this 27 day of April, 2000, R. Bryce Shirley, officer of Taco Bell of America, a Delaware Corporation, to me known to be the person who executed the foregoing certificate and acknowledged the same.

CHERIE SILBERBERGER
Commission # 1159369
Notary Public - California
Orange County
My Comm. Expires Oct 24, 2001

REVIEWED BY: Kerry Coutts
DATE 4-26-00

Cherie Silberberger
Notary Public

My Commission expires 10/24/01

CITY OF RACINE PLAN COMMISSION APPROVAL

APPROVED by the City of Racine Plan Commission on this 9th day of February, 2000.

James M Smith
Chairman

Richard A Lenommier
Secretary

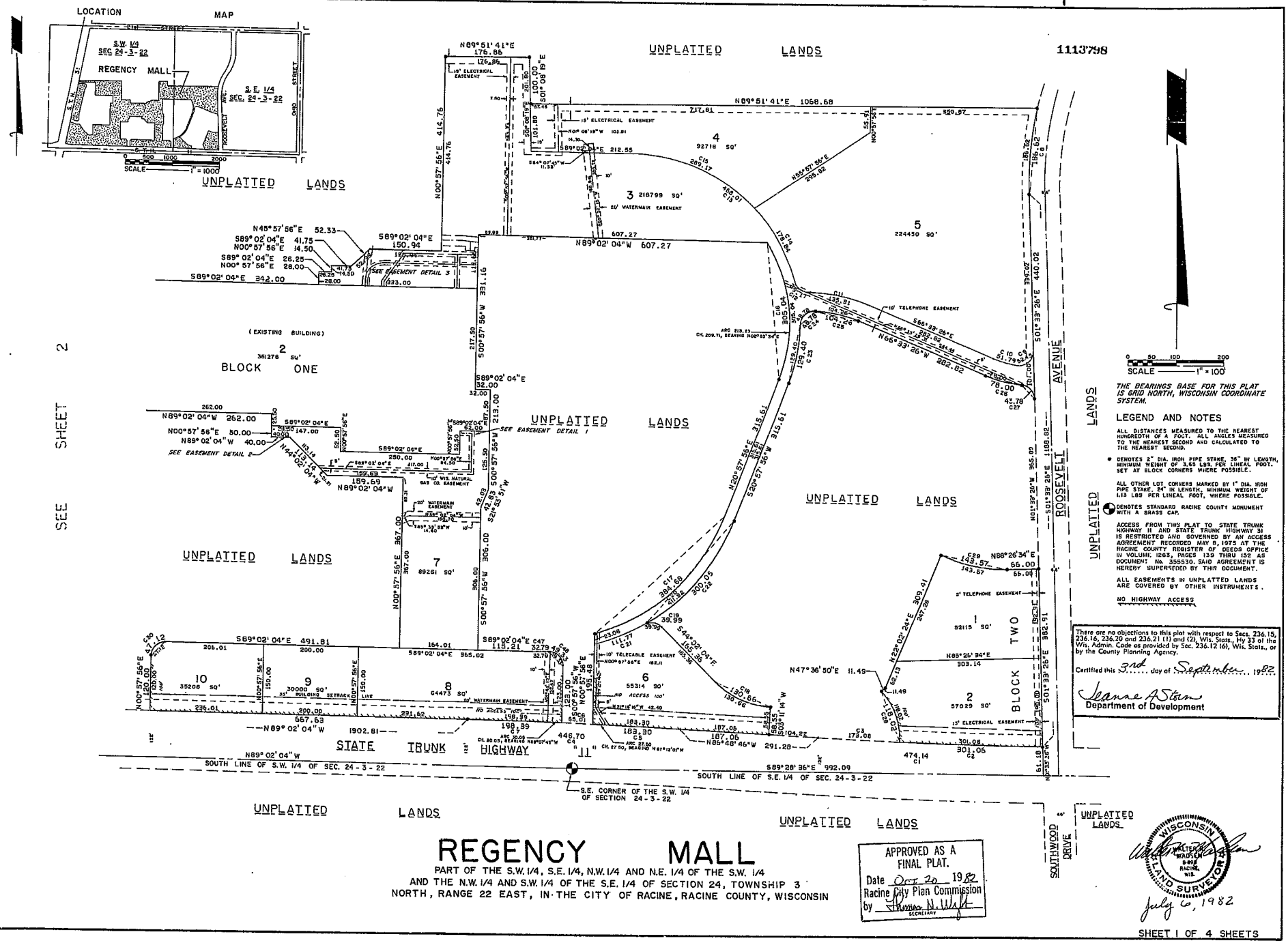
PART OF
276-00-00-23-876-030
LOT 1
276-00-00-02-805-000
LOT 2
276-00-00-02-825-000

WISCONSIN
JAMES G. SCHNEIDER
S-2127
MEQUON, WI
LAND SURVEYOR
1-21-2000

This instrument drafted by James G. Schneider

1113790

Oct 20, 1982



SEE SHEET 2

THE BEARINGS BASE FOR THIS PLAT IS GRID NORTH, WISCONSIN COORDINATE SYSTEM.

LEGEND AND NOTES

ALL DISTANCES MEASURED TO THE NEAREST HUNDREDTH OF A FOOT. ALL ANGLES MEASURED TO THE NEAREST SECOND AND CALCULATED TO THE NEAREST SECOND.

● DENOTES 2" DIA. IRON PIPE STAKE, 36" IN LENGTH, MINIMUM WEIGHT OF 3.65 LBS. PER LINEAL FOOT. SET AT BLOCK CORNERS WHERE POSSIBLE.

ALL OTHER LOT CORNERS MARKED BY 1" DIA. IRON PIPE STAKE, 24" IN LENGTH, MINIMUM WEIGHT OF 1.13 LBS PER LINEAL FOOT, WHERE POSSIBLE.

⊕ DENOTES STANDARD RACINE COUNTY MONUMENT WITH A BRASS CAP.

ACCESS FROM THIS PLAT TO STATE TRUNK HIGHWAY 11 AND STATE TRUNK HIGHWAY 31 IS RESTRICTED AND GOVERNED BY AN ACCESS AGREEMENT RECORDED MAY 8, 1975 AT THE RACINE COUNTY REGISTER OF DEEDS OFFICE IN VOLUME 1263, PAGES 139 THRU 152 AS DOCUMENT No. 355530. SAID AGREEMENT IS HEREBY SUPERSEDED BY THIS DOCUMENT.

ALL EASEMENTS IN UNPLATTED LANDS ARE COVERED BY OTHER INSTRUMENTS.

NO HIGHWAY ACCESS

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats., Hy 33 of the Wis. Admin. Code as provided by Sec. 236.12 (6), Wis. Stats., or by the County Planning Agency.

Certified this 3rd day of September 1982.

Jeanne A Stern
Department of Development

REGENCY MALL

PART OF THE S.W. 1/4, S.E. 1/4, N.W. 1/4 AND N.E. 1/4 OF THE S.W. 1/4 AND THE N.W. 1/4 AND S.W. 1/4 OF THE S.E. 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN

APPROVED AS A FINAL PLAT.
Date Oct 20 1982
Racine City Plan Commission
by Thomas N. Wisk
SECRETARY

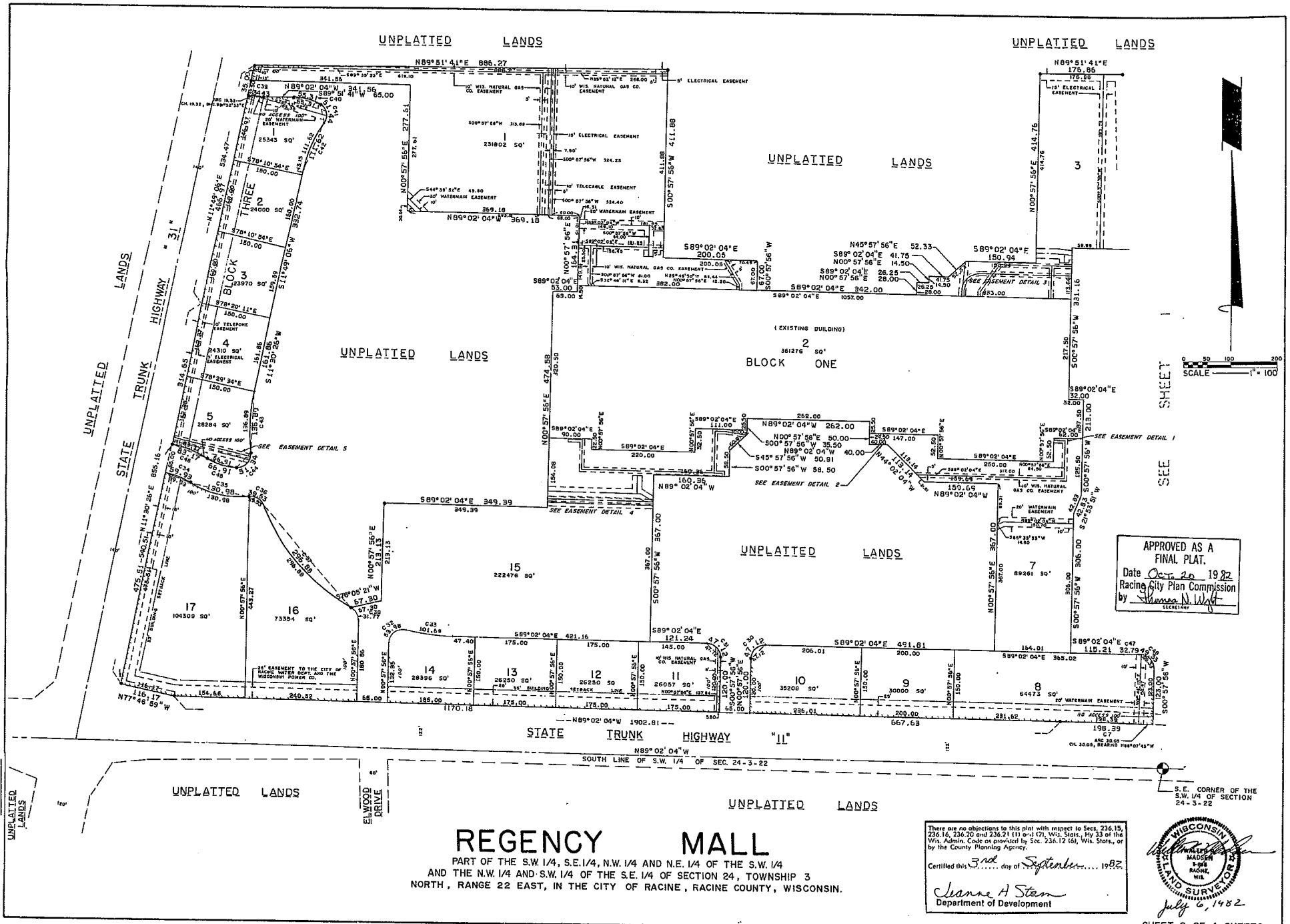
WISCONSIN WALTER R. MADSEN S-804 RACINE, WIS. LAND SURVEYOR

July 6, 1982

SHEET 1 OF 4 SHEETS

Additional Copies to Plat No. 0091 8
Highway ~~Rec'd~~ NUMBER OF COPIES
County Rec'd JUL 8 1982

Vol 33 Page 60



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Highway Rec'd JUL 8 1982
County
UNPLATTED LANDS

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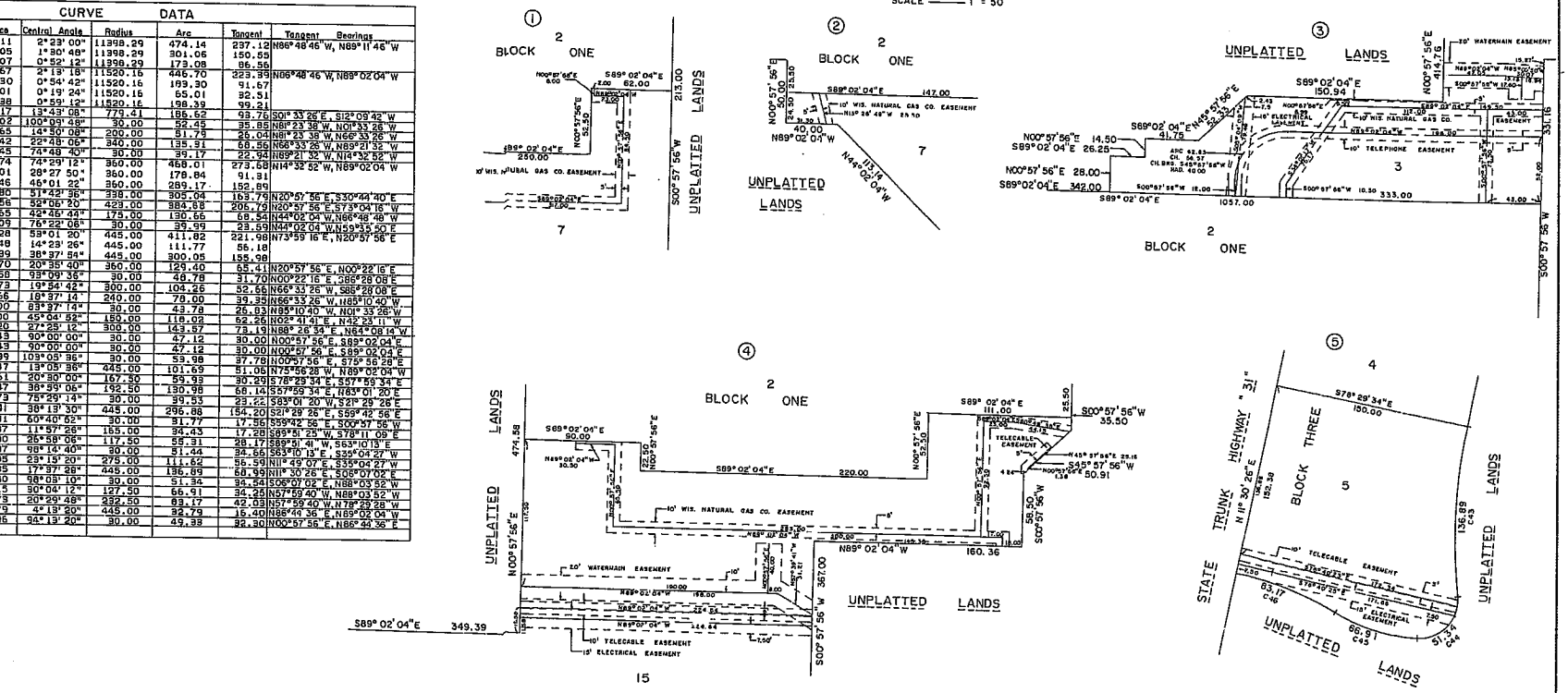
CURVE DATA						
No.	Chord Bearing &	Distance	Central Angle	Radius	Arc	Tangent	Tangent Bearings
1	N88°00' 15"W	474.11	2°23' 00"	11398.29	474.14	237.12	N86°48'46"W, N89°11'46"W
2	N88°26' 22"W	301.05	1°30' 48"	11398.29	301.06	150.55	
3	N87°14' 52"W	173.07	0°52' 12"	11398.29	173.08	86.56	
4	N87°55' 25"W	446.67	2°13' 18"	11520.16	446.70	223.39	N86°48'46"W, N89°02'04"W
5	N87°16' 07"W	183.30	0°54' 42"	11520.16	183.30	91.67	
6	N87°53' 10"W	65.01	0°19' 24"	11520.16	65.01	32.51	
7	N88°32' 28"W	198.38	0°59' 12"	11520.16	198.39	99.21	
8	S05°10' 08"W	186.17	13°43' 08"	775.41	186.62	93.76	S01°33'26"E, S12°09'42"W
9	S48°51' 28"W	46.02	100°09' 48"	30.00	52.45	35.85	N8°23'38"W, N01°33'26"W
10	N79°58' 32"W	51.65	14°50' 08"	200.00	51.79	26.04	N81°23'38"W, N68°33'26"W
11	N77°57' 29"W	134.42	22°48' 06"	340.00	135.91	68.56	N68°33'26"W, N89°21'32"W
12	N51°57' 12"W	36.45	74°48' 45"	30.00	39.17	22.94	N89°21'32"W, N14°32'52"W
13	N51°47' 28"W	435.74	74°29' 12"	360.00	468.01	273.58	N14°32'52"W, N89°02'04"W
14	N28°46' 47"W	177.01	28°27' 50"	360.00	178.84	91.31	
15	N66°01' 23"W	281.46	46°01' 22"	360.00	289.17	152.89	
16	S04°53' 22"E	294.80	51°42' 36"	338.00	305.04	163.79	N20°57'56"E, S30°44'40"E
17	S47°01' 06"W	371.56	52°06' 20"	423.00	384.68	206.79	N20°57'56"E, S73°04'16"W
18	N65°26' 26"W	127.65	43°45' 44"	175.00	130.66	68.54	N44°02'04"W, N66°48'48"W
19	N02°13' 07"W	37.09	76°22' 08"	30.00	39.99	23.59	N44°02'04"W, N59°35'50"E
20	N47°28' 55"E	397.28	53°01' 20"	445.00	411.82	221.98	N73°59'16"E, N20°57'56"E
21	N66°47' 33"E	111.48	14°23' 26"	445.00	111.77	56.18	
22	N40°16' 53"E	294.39	38°37' 54"	445.00	300.05	155.98	
23	N10°40' 05"E	128.70	20°35' 40"	360.00	129.40	65.41	N20°57'56"E, N00°22'16"E
24	N45°57' 04"E	43.58	93°09' 36"	30.00	48.78	31.70	N00°22'16"E, S89°28'08"E
25	S75°30' 47"E	103.73	19°54' 42"	300.00	104.26	52.66	N66°33'26"W, S85°28'08"E
26	S75°52' 03"E	77.66	18°37' 14"	240.00	78.00	39.35	N66°33'26"W, N85°10'40"W
27	S45°22' 03"E	40.00	83°37' 14"	30.00	43.78	26.83	N85°10'40"W, N01°33'26"W
28	N19°50' 45"W	115.00	45°04' 52"	150.00	118.02	62.26	N02°31'41"E, N42°23'11"W
29	S77°50' 50"E	142.20	27°25' 12"	300.00	143.57	73.19	N88°26'54"E, N64°08'14"W
30	N45°57' 56"E	42.43	90°00' 00"	30.00	47.12	30.00	N00°57'56"E, S89°02'04"E
31	S44°02' 04"E	42.43	90°00' 00"	30.00	47.12	30.00	N00°57'56"E, S89°02'04"E
32	N52°30' 44"E	46.99	109°05' 36"	30.00	57.98	37.78	N00°57'56"E, S75°56'28"E
33	S82°29' 16"E	101.47	13°05' 36"	445.00	101.69	51.05	N75°56'28"W, N89°02'04"W
34	S68°14' 34"E	59.61	20°30' 00"	167.50	59.93	30.29	S78°29'34"E, S57°59'34"E
35	S77°29' 07"E	128.47	38°59' 06"	192.50	130.98	68.14	S57°59'34"E, N85°01'20"E
36	S59°14' 03"E	38.73	75°29' 14"	30.00	39.53	23.22	S83°01'20"W, S21°29'26"E
37	S40°36' 11"E	291.41	38°19' 30"	445.00	296.88	154.20	S21°29'26"E, S59°42'56"E
38	S29°22' 30"E	30.31	60°40' 52"	30.00	31.77	17.56	S59°42'56"E, S00°57'56"W
39	S84°09' 52"E	34.37	11°57' 26"	155.00	34.43	17.26	S85°51'25"W, S78°11'09"E
40	S76°39' 16"E	54.80	26°58' 06"	117.50	55.31	28.17	S89°51'41"W, S63°10'13"E
41	S14°02' 53"E	43.37	98°14' 40"	30.00	51.44	34.56	S63°10'13"E, S35°04'27"W
42	S23°26' 47"W	110.95	23°15' 20"	275.00	111.62	56.59	N11°49'07"E, S35°04'27"W
43	S02°41' 42"W	186.35	17°37' 28"	445.00	136.89	68.98	N11°30'26"E, S05°07'02"E
44	S42°54' 33"W	45.30	98°09' 10"	30.00	51.34	34.54	S06°07'02"E, N88°03'52"W
45	N73°01' 46"W	55.15	30°04' 12"	127.50	66.91	34.25	N57°59'40"W, N88°03'52"W
46	N68°14' 34"W	82.78	20°29' 48"	232.50	83.17	42.03	N57°59'40"W, N78°29'28"W
47	N88°51' 16"E	82.79	4°13' 20"	445.00	32.79	16.40	N88°44'36"E, N89°02'04"W
48	S46°08' 44"E	43.96	94°13' 20"	30.00	49.33	32.30	N00°57'56"E, N86°44'36"E

EASEMENT DETAILS
SCALE — 1" = 50'



APPROVED AS A FINAL PLAT.
Date Oct. 20 1982
Racine City Plan Commission
by _____ SECRETARY

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats., Hy 33 of the Wis. Admin. Code as provided by Sec. 236.12 (6), Wis. Stats., or by the County Planning Agency.
Certified this 3rd day of September 1982.
Jeanne A Storm
Department of Development

REGENCY MALL

PART OF THE S.W. 1/4, S.E. 1/4, N.W. 1/4 AND N.E. 1/4 OF THE S.W. 1/4 AND THE N.W. 1/4 AND S.W. 1/4 OF THE S.E. 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN.

WISCONSIN
CHARLES MADSEN
S-895
RACINE, WIS.
LAND SURVEYOR
July 6, 1982

SHEET 3 OF 4 SHEETS

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Highway
~~Sew~~
County

NUMBER OF COPIES 8

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REGENCY MALL

PART OF THE S.W. 1/4, S.E. 1/4, N.W. 1/4 AND N.E. 1/4 OF THE S.W. 1/4 AND THE N.W. 1/4 AND S.W. 1/4 OF THE S.E. 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Walter R. Madsen, Registered Land Surveyor, hereby certify that I have surveyed, divided and mapped the plat of REGENCY MALL located in that part of the Southwest ¼, Southeast ¼, Northwest ¼ and Northeast ¼ of the Southwest ¼, and the Northwest ¼ and Southwest ¼ of the Southeast ¼ of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, bounded as follows:
Block 1: Commence at the Southeast corner of the Southwest ¼ of said Section 24; run thence S89°28'36"E along the South line of the Southeast ¼ of said Section 24, 992.09 feet; thence N01°33'26"W 61.18 feet to a point on the Northerly right-of-way line of S.T.H. #11; thence N88°00'16"W 474.11 feet; thence N86°48'46"W 291.28 feet; thence N87°55'25"W 446.67 feet; thence N89°02'04"W along the Northerly line of right-of-way of S.T.H. #11, 1902.81 feet; thence N77°46'59"W 116.17 feet to a point on the Easterly line of right-of-way of S.T.H. #31 and the point of beginning of this description; run thence N11°30'26"E along the Easterly right-of-way line of S.T.H. #31 475.51 feet; thence along the arc of a 167.50 foot radius curve, concave to the South, having a chord length of 59.61 feet bearing S68°14'34"E to a point of reverse curve; thence along the arc of a 192.50 foot radius curve, concave to the North, having a chord length of 128.47 feet bearing S77°29'07"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the South, having a chord length of 36.73 feet bearing S59°14'03"E to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the East, having a chord length of 291.41 feet bearing S40°36'11"E; thence N76°05'21"E 67.30 feet; thence N00°57'56"E 213.13 feet; thence S89°02'04"E 349.39 feet; thence N00°57'56"E 474.58 feet; thence S89°02'04"E 53.00 feet; thence N00°57'56"E 164.31 feet; thence N89°02'04"W 369.18 feet; thence N00°57'56"E 277.61 feet; thence N89°02'04"W 341.56 feet to a point on the Easterly right-of-way line of S.T.H. #31; thence N11°49'06"E 35.00 feet; thence N89°51'41"E 886.27 feet; thence S00°57'56"W 411.88 feet; thence S89°02'04"E 200.05 feet; thence S00°57'56"W 67.00 feet; thence S89°02'04"E 342.00 feet; thence N00°57'56"E 28.00 feet; thence S89°02'04"E 26.25 feet; thence N00°57'56"E 14.50 feet; thence S89°02'04"E 41.75 feet; thence N45°57'56"E 52.33 feet; thence S89°02'04"E 150.94 feet; thence N00°57'56"E 414.76 feet; thence N89°51'41"E 176.86 feet; thence S01°08'19"E 100.00 feet; thence N89°51'41"E 1068.68 feet to a point on the Westerly line of Roosevelt Avenue; thence Southerly along the Westerly right-of-way line of Roosevelt Avenue on the arc of a 779.41 foot radius curve, concave to the East, having a chord length of 136.17 feet bearing S05°18'08"W; thence S01°33'26"E 440.02 feet along said right-of-way; thence along the arc of a 30.00 foot radius curve, concave to the South, having a chord length of 40.00 feet bearing N43°22'03"W to a point of reverse curve; thence along the arc of a 240.00 foot radius curve, concave to the Northeast, having a chord length of 77.66 feet bearing N75°52'03"W; thence N66°33'26"W 282.82 feet to a point; thence along the arc of a 300.00 foot radius curve, concave to the South, having a chord length of 103.73 feet bearing N76°30'47"W to a point of reverse curve; thence along the arc of a 30.00 foot radius curve concave to the East, having a chord length of 45.58 feet bearing S46°57'04"W to a point of reverse curve; thence along the arc of a 360.00 foot radius curve concave to the West having a chord length of 128.70 feet bearing S10°40'06"W; thence S20°57'56"W 315.61 feet; thence along the arc of a 445.00 foot radius curve concave to the West having a chord length of 294.39 feet bearing S40°16'53"W; thence along the arc of a 30.00 foot radius curve concave to the South having a chord length of 37.09 feet bearing S82°13'07"E; thence S44°02'04"E 165.36 feet; thence along the arc of a 175.00 foot radius curve concave to the Northeast having a chord length of 127.65 feet bearing S65°25'26"E; thence S03°11'14"W 58.55 feet to a point on the Northerly right-of-way line of S.T.H. #11; thence on said Northerly right-of-way N86°48'46"W 187.06 feet; thence along the arc of a 11,520.16 foot radius curve concave to the South with a chord length of 183.30 feet bearing N87°16'07"W; thence N00°57'56"E 195.48 feet; thence along the arc of a 423.00 foot radius curve concave to the North having a chord length of 371.56 feet bearing N47°01'06"E; thence N20°57'56"E 315.61 feet to a point of curve; thence along the arc of a 338.00 foot radius curve, concave to the West, having a chord length of 294.80 feet bearing N04°33'22"W; thence N89°02'04"W 607.27 feet; thence S00°57'56"W 331.16 feet; thence S89°02'04"E 32.00 feet; thence S00°57'56"W 213.00 feet; thence S21°53'51"W 42.83 feet; thence S00°57'56"W 306.00 feet; thence S89°02'04"E 115.21 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the North, having a chord length of 32.79 feet bearing N88°51'16"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the South, having a chord length of 43.96 feet bearing S46°08'44"E; thence S00°57'56"W 123.00 feet to a point on the Northerly right-of-way line of S.T.H. #11; thence along the arc of an 11,520.16 foot radius curve concave to the South, having a chord length of 198.38 feet bearing N88°32'28"W; thence N89°02'04"W along the Northerly right-of-way line of S.T.H. #11 667.63 feet; thence N00°57'56"E 120.00 feet; thence along the arc of a 30.00 foot radius curve concave to the East having a chord length of 42.43 feet bearing N45°57'56"E; thence S89°02'04"E 491.81 feet; thence N00°57'56"E 367.00 feet; thence N89°02'04"W 159.69 feet; thence N44°02'04"W 113.14 feet; thence N89°02'04"W 40.00 feet; thence N00°57'56"E 50.00 feet; thence N89°02'04"W 262.00 feet; thence S00°57'56"W 35.50 feet; thence S45°57'56"W 50.91 feet; thence S00°57'56"W 58.50 feet; thence N89°02'04"W 160.36 feet; thence S00°57'56"W 367.00 feet; thence S89°02'04"E 121.24 feet; thence along the arc of a 30.00 foot radius curve having a chord length of 42.43 feet bearing S44°02'04"E; thence S00°57'56"W 120.00 feet to a point on the Northerly right-of-way line of S.T.H. #11; thence N89°02'04"W 1170.18 feet; thence N77°46'59"W 116.17 feet to the point of beginning. Containing 43.857 acres.
ALSO Block 2: Commence at the Southwest corner of the Southeast ¼ of said Section 24; run thence S89°28'36"E along the South line of the Southeast ¼ of said Section 24, 992.09 feet; thence N01°33'26"W 61.18 feet to a point on the Northerly right-of-way line of S.T.H. #11; thence N88°26'22"W 301.05 feet to the point of beginning of this description; thence along the arc of a 150.00 foot radius curve concave to the West, having a chord length of 115.00 feet bearing N19°50'45"W; thence N47°36'50"E 11.49 feet; thence N22°02'24"E 309.41 feet; thence along the arc of a 300.00 foot radius curve concave to the North, having a chord length of 162.20 feet bearing S77°50'50"E; thence N88°26'34"E 66.00 feet; thence S01°33'26"E 382.91 feet to a point on the Northerly right-of-way line of S.T.H. #11; thence along the arc of an 11,396.29 foot radius curve, concave to the North, having a chord length of 301.05 feet bearing N88°26'22"W to the point of beginning of this description. Containing 2.505 acres.
ALSO Block 3: Commence at the Southeast corner of the Southwest ¼ of said Section 24, run thence S89°28'36"E along the South line of the Southeast ¼ of said Section 24, 992.09 feet; thence N01°33'26"W 61.18 feet to apoint on the Northerly right-of-way line of S.T.H. #11; thence N88°00'16"W 474.11 feet; thence N86°48'46"W 291.28 feet; thence N87°55'25"W 446.67 feet; thence N89°02'04"W along the Northerly right-of-way line of S.T.H. #11, 1902.81 feet; thence N77°46'59"W 116.17 feet to a point on the Easterly right-of-way line of S.T.H. #31; thence N11°30'26"E along the Easterly right-of-way line of S.T.H. #31 540.51 feet to the point of beginning of this description; run thence N11°30'26"E along the Easterly right-of-way line of S.T.H. #31 314.65 feet; thence N11°49'06"E on the Easterly right-of-way line of S.T.H. #31, 466.97 feet; thence along the arc of a 165.00 foot radius curve concave to the North, having a chord length of 34.37 feet bearing S84°09'52"E; thence N89°51'41"E 65.00 feet to a point of curve; thence along the arc of a 117.50 foot radius curve concave to the South, having a chord length of 54.80 feet bearing S76°39'16"E; thence along the arc of a 30.00 foot radius curve concave to the West, having a chord length of 45.37 feet bearing S14°02'53"E toa point of reverse curve; thence along the arc of a 275.00 foot radius curve, concave to the South having a chord length of 110.85 feet bearing S23°26'47"W; thence S11°49'06"W 332.74 feet; thence S11°30'26"W 161.86 feet to a point of curve; thence along the arc of a 445.00 foot radius curve concave to the East having a chord length of 136.35 feet bearing S02°41'42"W to a point of reverse curve; thence along the arc of a 30.00 foot radius curve concave to the West, having a chord length of 45.30 feet bearing S42°54'33"W thence along the arc of a 127.50 foot radius curve concave to the North, having a chord length of 66.15 feet bearing N73°01'46"W to a point of reverse curve; thence along the arc of a 232.50 foot radius curve concave to the South having a chord length of 82.73 feet bearing N68°14'34"W to the point of beginning. Containing 2.845 acres.

I further certify that this plat is a correct representation of the exterior boundaries of said lands and of the division thereof made: and that I have made such survey, land division and plat by the direction of the Owner; and that I have fully complied with the provisions of Chapter 236 of the Wisconsin STatutes in surveying and mapping same.

June 25, 1982

WISCONSIN WALTER R. MADSEN 5-986 RACINE, WIS. LAND SURVEYOR

Walter R. Madsen, Registered Land Surveyor #898

OWNER'S CERTIFICATE OF DEDICATION

As Owner, we hereby certify that we have caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. We also certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: City of Racine, Racine County, Department of Transportation, Division of Highways and Transportation Facilities, and Department of Development.

Witness the hand and seal of said Owner this 21st day of September, 1982.

RACINE JOINT VENTURE

BY: R. E. Jacobs
R. E. Jacobs

STATE OF OHIO)
COUNTY OF CUYAHOGA) ss

Personally came before me this 21st day of September, 1982, the above-named R. E. Jacobs, to me known to be the person who executed the foregoing instrument and acknowledged the same.

My commission ~~expires~~/is permanent

Signed: David W. Pomeroy
NOTARY PUBLIC
DAVID W. POMEROY, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

SEAL

ACCESS RESTRICTION

As Owner, we hereby restrict all lots and blocks in that no owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with S.T.H. 11 & 31, as shown on the plat; it being expressly intended that restriction shall constitute a restriction for the benefit of the public according to section 236.293, Wisconsin Statutes, and shall be enforceable by the Deporiment of Transportation. This restriction amends and supersedes that previous access agreement as recorded in the Racine County Register of Deeds Office on May 8, 1975, in Volume 1263, Pages 139 Thur 152 as Document No. 355530

Date: 21st September

RACINE JOINT VENTURE
Signed: R. E. Jacobs
R.E. Jacobs

CONSENT OF CORPORATE MORTGAGEE

CITIBANK, N. A., a corporation duly organized and existing under and by virtue of the laws of the United States, mortgagee of the land described on this plat, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the certificate of Racine Joint Venture, Owner. IN WITNESS WHEREOF, the said CITIBANK, N.A. has caused these presents to be signed by Michael J. Vitale, its Vice President, and Ellen M. Kusko, its Senior Account Officer, at New York, N.Y., and its corporate seal to be fixed hereto this 30th day of September, 1982.

CITIBANK, N.A.

WITNESS: Laura L. Perrotti — Michael J. Vitale

WITNESS: Diane DeSavia — Ellen M. Kusko

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss

Personally came before me this 30th day of September, 1982, the above named Michael J. Vitale, and Ellen M. Kusko, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to such Vice President and Senior Account Officer said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

My commission expires 3/30/84

Signed: Joseph F. Romano
NOTARY PUBLIC

JOSEPH F. ROURKE
Notary Public, State of New York
No. 03-4643225
Qualified in New York County
Commission Expires March 30, 1984

COMMON COUNCIL RESOLUTION

"Resolved that the final plat of REGENCY MALL, located in the City of Racine, is hereby approved by the Common Council of the City of Racine."

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Racine.

Date: October 20, 1982

Signed: Anthony J. Schlifter
Anthony J. Schlifter, City Clerk

DIRECTOR OF CITY FINANCE CERTIFICATE

I, Jerome J. Haller, being the duly appointed, qualified and acting Finance Director for the City of Racine, hereby certify that the records of my office show no unpaid taxes or unpaid special assessments on any of the lands included in the plat of REGENCY MALL.

Date: 10-20-82

Signed: Jerome J. Haller
Jerome J. Haller, Director of Finance

COUNTY TREASURER'S CERTIFICATE

I, Nick R. DeMark, being the duly elected, qualified and acting Treasurer for the County of Racine, hereby certify that the records of my office show no unpaid taxes or unpaid special assessments on any of the lands included in the plat of REGENCY MALL.

Date: 10/5/82

Signed: Nick R. DeMark
Nick R. DeMark, County Treasurer

TREASURER'S SEAL RACINE COUNTY, WIS.

DIRECTOR OF PLANNING & ZONING CERTIFICATE

I, Arnold L. Clement, being the duly appointed, qualified and acting Planning Director and Zoning Administrator for the County of Racine, hereby certify that this final plat is non-objectionable.

Date: 10/6/82

Signed: Arnold L. Clement
Arnold L. Clement, Planning Director & Zoning Administrator

1113798

Register's Office, Racine County, Wis. } ss
Received for Record October 20, A.D. 19 82 at 9:55 o'clock A. M. and recorded in Volume 33 of Plats on page 60-63
Helen M. Schuttler
Register of Deeds

APPROVED AS A FINAL PLAT.
Date OCT. 20 1982
Racine City Plan Commission
by Thomas N. Wirth
SECRETARY

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats., Hy 33 of the Wis. Admin. Code as provided by Sec. 236.12 (5), Wis. Stats., or by the County Planning Agency.

Certified this 3rd day of September 1982

Jeanne A Stern
Department of Development

SHEET 4 OF 4 SHEETS

State of Wisconsin / Department of Transportation
Form 110-65

DOCUMENT NO.

This Indenture, Made by Racine County, a quasi-municipal corporation

, a 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, of ~~County~~, Wisconsin, for the sum of Good and Valuable Consideration ~~Dollars~~

891365

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

Received for Record 27 day of October A.D., 19 71 at 10:35 o'clock A M. and recorded in Volume 1109 of Deeds on page 341-342

Stanley F. Bialecki
Register of Deeds

3.00

See Attached Page 2

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.05, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.

Compensation for additional items of damage listed in sec. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist, the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by _____, its President, and countersigned by _____, its Secretary, at _____, Wisconsin, and its corporate seal to be hereunto affixed, this 18th day of October A.D., 19 71

Signed and Sealed in Presence of

Cecil F. Mehring, Jr.

Donald E. Zenz

Racine County, Wisconsin
Corporate Name

Richard E. La Fave
County Board Chairman, Richard E. La Fave

Countersigned:

James A. Fleming
County Clerk, James A. Fleming
By: Beverly J. Happe, Deputy County Clerk

STATE OF WISCONSIN

Racine County } ss.

Personally came before me, this 18th day of October, A.D., 19 71, Richard E. La Fave Chairman and Beverly J. Happe Deputy County Clerk of the above-named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Chairman and Deputy County Clerk of said Corporation, and acknowledge that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

James W. Lavin
James W. Lavin
(SEAL) Notary Public, Racine County, Wisconsin
My commission expires Aug. 27, A.D., 19 72

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

Negotiated by _____

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

Parcel No. 57

VOL 1109 PAGE 341

891365
1109-341
Oct 27 1971

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 the southeast one-quarter of Section 23 and the west one-half of the southwest one-quarter of Section 24, Township 3 North, Range 22 East, described as follows:

The south 69 feet of the west 848.11 feet of the east 1323.96 feet of said southeast one-quarter.

Also, commence at the southwest corner of said southwest one-quarter; thence South 89° 02' 04" East 310.54 feet along the south line of said southwest one-quarter; thence North 11° 30' 26" East, along the centerline of S.T.H. 31, 788 feet to a south property line of the owner and the point of beginning of this description; thence North 11° 30' 26" East 202.35 feet along said centerline; thence North 11° 49' 05" East along said centerline 899.7± feet to the owners north property line; thence westerly along said property line to a point which is 70 feet North 78° 10' 55" West of said centerline; thence southwesterly, parallel with and 70 feet northwesterly of said centerline, to the owners south property line; thence easterly along the owners property line to the point of beginning of this description.

This parcel contains 1.79 acres, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on December 17, 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.

Fee Exempt 77.25 #2

State of Wisconsin / Department of Transportation

R-O-106-68

VOL 1110 PAGE 334 DOCUMENT NO.

EXC

891777

AWARD OF DAMAGES
BY STATE OF WISCONSIN
Section 84.09(2)

This award of damages is made pursuant to a relocation order of the State of Wisconsin Department of Transportation, Division of Highways, dated July 6, 1971, and filed in the office of the County Clerk of Racine County, for the improvement of S. T. Highway 11, in Racine County.

The State of Wisconsin has determined it necessary to acquire, for the purpose set forth in and in accordance with said relocation order, a parcel of real estate and/or rights therein as hereinafter set forth, in and to which the following persons have an interest: Racine County, a Quasi-Municiple Corporation

The interest acquired by this award is for

See Page 2

891777

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

Received for Record 4 day of November A.D., 1971 at 10:53 o'clock A M. and recorded in Volume 1110 of Records on page 334-336

Stanley F. Bialecki
Register of Deeds

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on See attached Description, ~~Poxxxx~~

The State of Wisconsin, having complied with all jurisdictional requirements pursuant to law, hereby makes this award of damages to the above-named persons having an interest in said parcel of real estate, in the sum of Twenty Nine Thousand One Hundred and no/100

Dollars ($29,100.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

RECEIVED FOR RECORD

_____ DAY OF _____
A.D., 19____, AT _____
O'CLOCK ____M. AND RECORDED IN VOL. _____ OF _____ PAGE _____

_____
REGISTER OF DEEDS

_____ COUNTY

STATE OF WISCONSIN/DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

By B. C. Gelhausen
Highway Commission Secretary

Pursuant to authority granted by motion duly made, seconded, and adopted on OCT 25 1971
Date

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

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

Parcel No. 67

891777 1110-334 Nov 4, 1971

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

That part of the northwest one-quarter, of the southwest one-quarter and the southeast one-quarter of Section 24, Township 3 North, Range 22 East, described as follows:

Begin in the south line of Section 24 at a point 310.54 feet South 89° 02' 04" East of the southwest corner of said section; thence North 11° 30' 26" East 990.35 feet along the centerline of S.T.H. 31; thence North 11° 49' 05" East 1126.24 feet along said centerline; thence North 12° 20' 07" East 643.12 feet along said centerline; thence North 19° 38' 40" East 75.73 feet along said centerline; thence North 88° 27' 58" East along the owners north property line to a point 70 feet South 70° 21' 20" East of said centerline; thence southwesterly parallel with said centerline to a point which is 135 feet North 11° 30' 26" East and 70 feet South 78° 29' 34" East of the point of beginning; thence South 77° 47' 01" East 116.17 feet to a point which is 207.45 feet South 89° 02' 04" East and 97.25 feet North 0° 57' 56" East of the point of beginning; thence South 89° 02' 04" East 1902.82 feet to a point which is 222.19 feet North 89° 02' 04" West and 97.25 feet North 0° 57' 56" East of the south one-quarter corner of Section 24; thence easterly and parallel with the reference line of S.T.H. 11 to a point which is 1602.08 feet North 89° 28' 36" West and 61 feet North 0° 31' 24" East of the southeast corner of said section (as measured along and from the south line of said southeast one-quarter).

The reference line begins at a point of curve which is 222.19 feet North 89° 02' 04" West and 36.25 feet North 0° 57' 56" East of the south one-quarter corner of Section 24; (the radius of said curve bears South 0° 57' 56" West 11,459.16 feet); thence easterly and to the right along a 0° 30' curve 444.33 feet; thence South 86° 48' 46" East 291.28 feet to a point of curve; thence easterly and to the left along a 0° 30' curve 532.79 feet to a point in the south line of said section; thence South 89° 28' 36" East 1602.08 feet to the southeast corner of Section 24. Thence easterly to a point which is 1468.33 feet North 89° 28' 36" West and 54 feet North 0° 31' 24" East of the southeast corner of said section; thence South 89° 28' 36" East to a point in the west line of Ohio Street; thence South 1° 50' 42" East along the west line of said street to the south line of Section 24; thence North 89° 28' 36" West to the south one-quarter corner of Section 24; thence North 89° 02' 04" West to the point of beginning of this description.

Also, that part of the west 20 acres of the northwest one-quarter of the northeast one-quarter of Section 25, Township 3 North, Range 22 East, lying between the above described reference line of S.T.H. 11 and a line 61 feet southerly of, as measured normal to, said reference line.

This parcel contains 8.61 acres, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

A limited highway easement for the right to construct cut and/or fill slopes, including for such purpose the right to operate necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon, any vegetation that the highway authorities may deem necessary or desirable. This easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later. In and to the following tract of land in Racine County, Wisconsin, described as:

A 10 foot strip of land lying adjacent and northerly of the above described right of way from a point 920.68 feet South 89° 02' 04" East of the southwest corner of Section 24 to a point 1602.08 feet North 89° 28' 36" West of the southeast corner of Section 24.

Also, the south 69 feet of the east 868.33 feet of the southeast one-quarter of said Section 24.

Also a 20 foot strip of land lying adjacent and southerly of the above described right of way in the west 20 acres of the northwest one-quarter of the northeast one-quarter of said Section 25.

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.

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The east 610.14 feet of the west 920.68 feet of the southwest one-quarter of the southwest one-quarter of said Section 24.

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: The southerly 400 feet of the southwest one-quarter of the southwest one-quarter of said Section 24, as measured along the centerline of S.T.H. 31.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on December 17 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.

1066873

1545-385

Dec. 28, 1979

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS, made as of this 28th day of December, 1979 by RACINE JOINT VENTURE ("Declarant"), a general partnership having its office at 25425 Center Ridge Road, Cleveland, Ohio 44145,

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain parcels of real property situated in the County of Racine, State of Wisconsin, which are designated on the Site Plan, attached hereto as Exhibit A and made a part hereof (the "Site Plan"), and hereinafter referred to as Developer Parcel, Developer Additional Parcel No. 1, Developer Additional Parcel No. 2 and Fringe Land Parcel No. 4, and which are more fully described in Exhibit B, attached hereto and made a part hereof;

WHEREAS, Declarant, together with J. C. Penney Properties, Inc., Federated Department Stores, Inc. ("Federated") and The Chas. V. Weise Co. have entered into an Easement, Restriction and Operating Agreement of even date herewith (the "Operating Agreement") which was recorded on the 28th day of December, 1979 in the Office of the Register of Deeds of Racine County, Wisconsin as Document No. 1066872 which Operating Agreement provides, inter alia, for the development of a regional shopping center to be known as Racine Mall on the property of the parties thereto, including the parcels of land of the Declarant referred to above; and

WHEREAS, by reason of the proximity of Developer Additional Parcel No. 1, Developer Additional Parcel No. 2 and Fringe Land Parcel No. 4 to the Developer Parcel and the parcel owned by Federated, which parcel is designated on the Site Plan and hereinafter referred to as the "Federated Parcel"

Exhibits:

A - Site Plan
B - Legal Descriptions

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and is more fully described on Exhibit B hereto, possible adverse effects from both the standpoint of traffic congestion and interference with direct sight lines from Durand Avenue might occur without the imposition of certain restrictions on the development of such parcels and Declarant desires to create and establish certain restrictions applicable to the development of such parcels so as to ensure such adverse effects shall not occur,

NOW, THEREFORE, Declarant, as owner of Developer Additional Parcel No. 1, Developer Additional Parcel No. 2 and Fringe Land Parcel No. 4, for itself, its successors and assigns, declares, for the benefit of the Developer Parcel and the Federated Parcel, as follows:

1. No curbcuts or other direct access shall be permitted from Developer Additional Parcel No. 2 or from Fringe Land Parcel No. 4 to the entrance driveway located on the Federated Parcel next adjacent to Permissible Building Area L, such area being shown by hatching on the Site Plan attached hereto and made a part hereof.

2. No building shall be constructed or expanded on the eastern most one hundred feet of Fringe Land Parcel No. 4 within the area which is cross-hatched on the Site Plan.

3. No building of any kind shall be constructed or expanded on Developer Additional Parcel No. 1 within forty feet (40') of the common boundary line of such Parcel and the Developer Parcel within the area which is hatched on the Site Plan.

4. No multi-story building nor any building having in excess of 10,000 square feet of Floor Area shall be constructed or expanded on Developer Additional Parcel No. 1

within one hundred fifty feet (150') of the common boundary line of such Parcel and the Developer Parcel within the area which is cross-hatched on the Site Plan.

5. No building to be used as a theatre will be constructed within Developer Additional Parcel No. 1 or Developer Additional Parcel No. 2 west of the line designated on Exhibit A as "theatre building setback line" and no building to be used for such purpose shall be opened for business until the "Proposed Road" shown on the Site Plan which is adjacent on the east to Developer Additional Parcel No. 1 and Developer Additional Parcel No. 2 shall have been completed from Durand Avenue north to intersect the entrance roadway on the Developer Parcel which is north of Permissible Building Area J.

6. No buildings will be constructed or expanded upon Developer Additional Parcel No. 2 except within Permissible Building Areas J, K and L as shown on the Site Plan.

7. No building shall be constructed or expanded within Permissible Building Areas J, K or L as shown on the Site Plan which is in excess of one story in height or in excess of twenty-three feet (23') in height; provided, however, that any such building may have cooling towers, elevator penthouses and similar roof top structures (all of which shall be enclosed) in excess of said height restrictions.

8. Direct access to and from Developer Additional Parcel No. 2 and the Developer Parcel along the common boundary of such Parcels shall be limited to two points of access to be located within the eighty foot (80') areas delineated on the Site Plan as "permitted curbcuts"; provided, however, that either or both the permitted curbcut areas may be relocated up to fifty feet (50') in either direction.

Except with respect to the areas so improved as the "permitted curbcuts", Developer Additional Parcel No. 2 shall be physically separated from the Developer Parcel by curbing or other barriers preventing the passage of pedestrian and vehicular traffic.

9. No free-standing pylon signs shall be erected on Developer Additional Parcel No. 2 except one pylon sign may be erected in conjunction with the business being transacted by the occupant of Permissible Building Area J within the area designated on the Site Plan as "permitted pylon sign location" and one pylon sign in connection with a theatre constructed within Developer Additional Parcel No. 1 or Developer Additional Parcel No. 2 may be erected on Developer Additional Parcel No. 2 within the area designated on the Site Plan as "permitted theatre pylon sign location". No pylon sign erected within either of the foregoing permitted pylon sign locations shall exceed thirty-six (36) feet in height or contain more than two hundred eighty (280) square feet of sign area on each side thereof.

10. The restrictions set forth in Paragraphs 1 through 9 above shall continue in effect for a period of twenty-five (25) years from the date of the filing of this Declaration for record with the Office of the Register of Deeds of Racine County, Wisconsin, and, with respect to the restrictions set forth in Paragraphs 1 and 8 above, for so long thereafter as the Operating Agreement shall continue in full force and effect and, with respect to the restrictions set forth in Paragraphs 2, 3, 4, 5, 6, 7 and 9 above, for so long thereafter as a retail department store is being operated on the Federated Parcel. Within the context of the foregoing,

a discontinuation of the operation of a retail department store on the Federated Parcel shall not be deemed to have occurred in the event that the building on the Federated Parcel shall be damaged by fire or other casualty, shall be partially taken by condemnation or eminent domain or shall be voluntarily razed so long as the owner of the Federated Parcel shall commence restoration, repair or the construction of a replacement building within nine (9) months of such damage, taking or razing, as the case may be and complete same within eighteen (18) months following the damage, taking or razing. In addition, a temporary cessation of business to make alterations or repairs or a temporary cessation of business caused by a strike, picketing or labor dispute or other circumstances which are reasonably beyond the control of the then owner or occupant of the Federated Parcel (other than financial inability) and, in any case, any cessation of business for a period not in excess of sixty (60) days in any calendar year, shall not be deemed a discontinuation of the operation of a retail department store on the Federated Parcel.

11. The covenants, conditions and restrictions contained in this Declaration shall be deemed to be covenants running with the land burdened thereby.

12. This Declaration may not be modified nor terminated except by recording in the Office of the Register of Deeds of Racine County, Wisconsin, a statement setting forth such modifications or termination signed by each person holding a fee simple estate in the Federated Parcel, the Developer Parcel and, to the extent affected thereby, each person holding a fee simple estate in any portion of

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Fringe Land Parcel No. 4, Developer Additional Parcel No. 1 and Developer Additional Parcel No. 2, notice of which estate has been given by the recording of a Deed or other instrument evidencing said estate in the Office of the Register of Deeds of Racine County, Wisconsin.

13. Any person owning a fee simple estate in any portion of the Developer Parcel or the Federated Parcel may prosecute in law or in equity a proceeding against anyone violating, attempting to violate, any of the covenants, conditions and restrictions herein contained to enjoin such violation of any threatened violation thereof or for damages, or both.

14. The term "person" as used herein shall mean any individual, firm, partnership, corporation or other legally recognized entity.

15. This Declaration shall be governed and construed in accordance with the laws of the State of Wisconsin. If any covenant, condition or restriction or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of such covenants, conditions or restrictions, or the application thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, and each covenant, condition and restriction contained herein, shall be valid and enforced to the fullest extent permitted by law.

16. No delay or omission by any person to exercise any right or power accruing upon any violation or threatened violation by any other person of any covenant, condition or

restriction herein contained shall be construed to be a waiver thereof.

IN WITNESS WHEREOF, Declarant has caused this Declaration of Restrictions to be executed as of the day and year first above written.

WITNESSES:

RACINE JOINT VENTURE

By _____
R. E. Jacobs

By _____
David H. Jacobs

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STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

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BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named R. E. Jacobs and David H. Jacobs, to me known to be the persons who executed the within and foregoing instrument, who acknowledged that they were duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that they did execute said instrument on behalf of said partnership and that the same is their free and voluntary act and deed as partners of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 21st day of November, 1979.

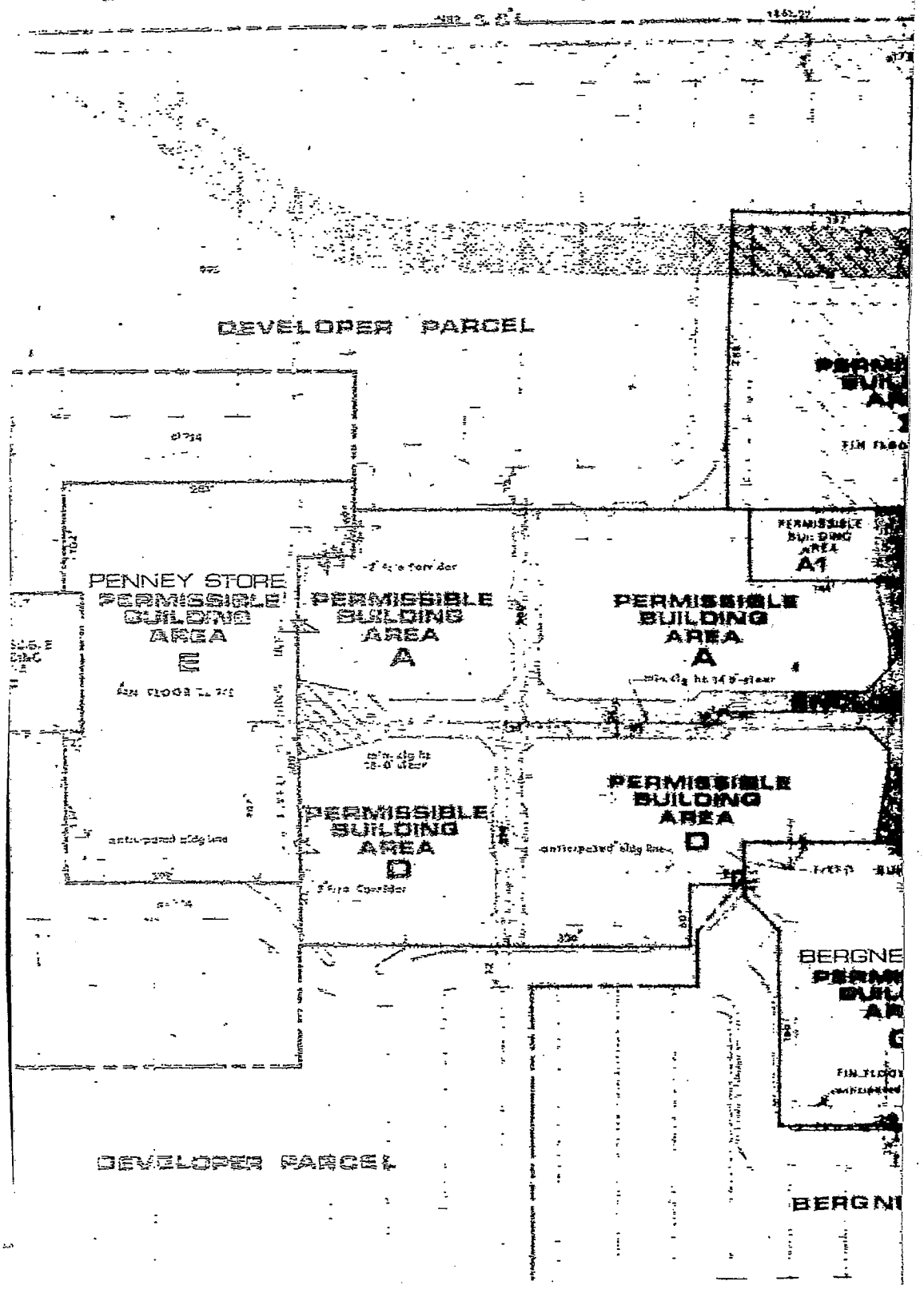
Margie Sue Cachat
Notary Public

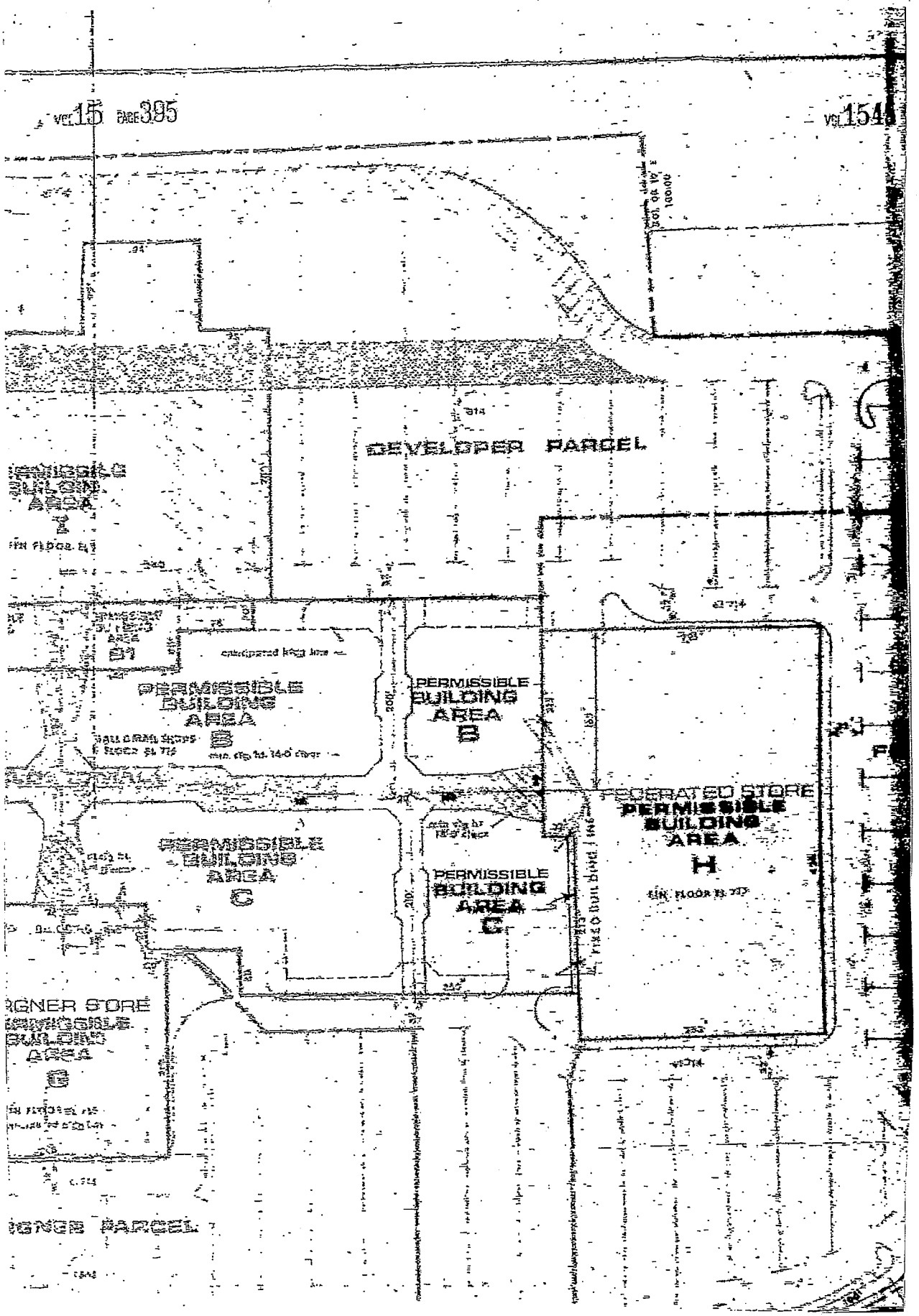
MARGIE SUE CACHAT
Notary Public, State of Ohio
County of Lorain
My Comm. Expires 05-26-84

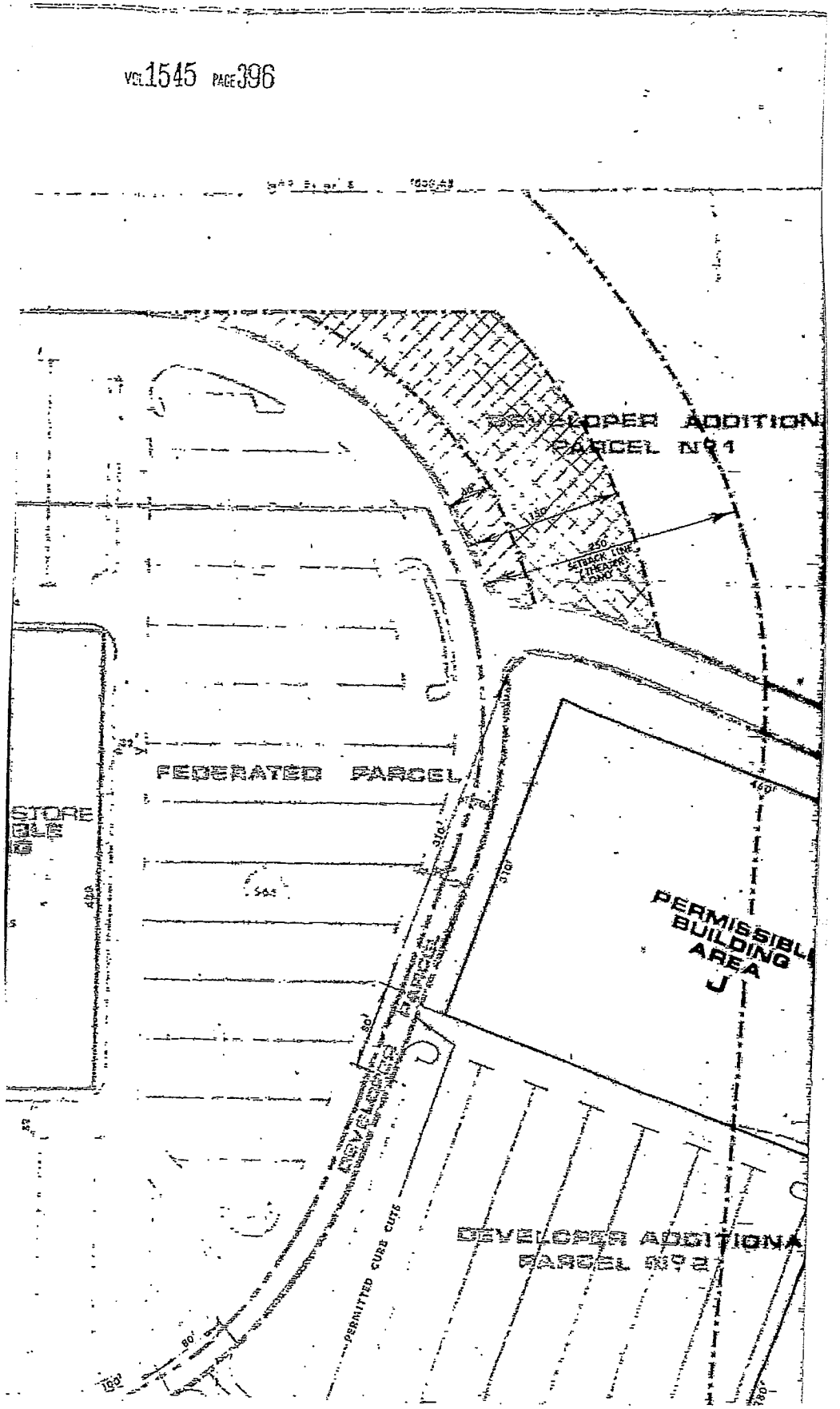
This Instrument Prepared By:

David W. Pancoast, Esq.
25425 Center Ridge Road
Cleveland, Ohio 44145

FRINGE LAND PARCEL
PENNEY PARCEL
PYLON SIGN LOCATION

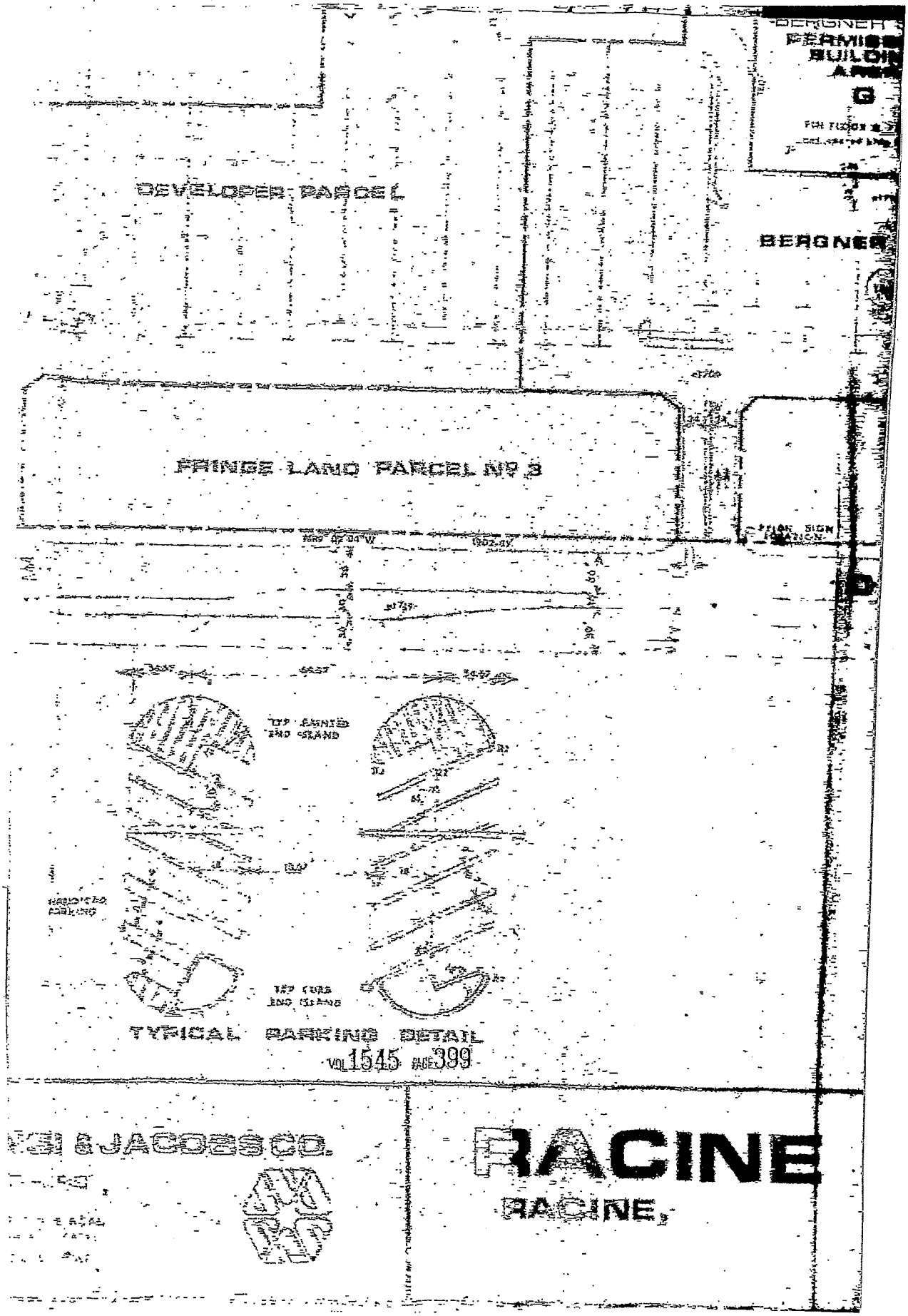

DEVELOPER PARCEL
PENNEY STORE
PERMISSIBLE BUILDING AREA E
PERMISSIBLE BUILDING AREA A
PERMISSIBLE BUILDING AREA A
PERMISSIBLE BUILDING AREA A1
PERMISSIBLE BUILDING AREA D
PERMISSIBLE BUILDING AREA D
DEVELOPER PARCEL

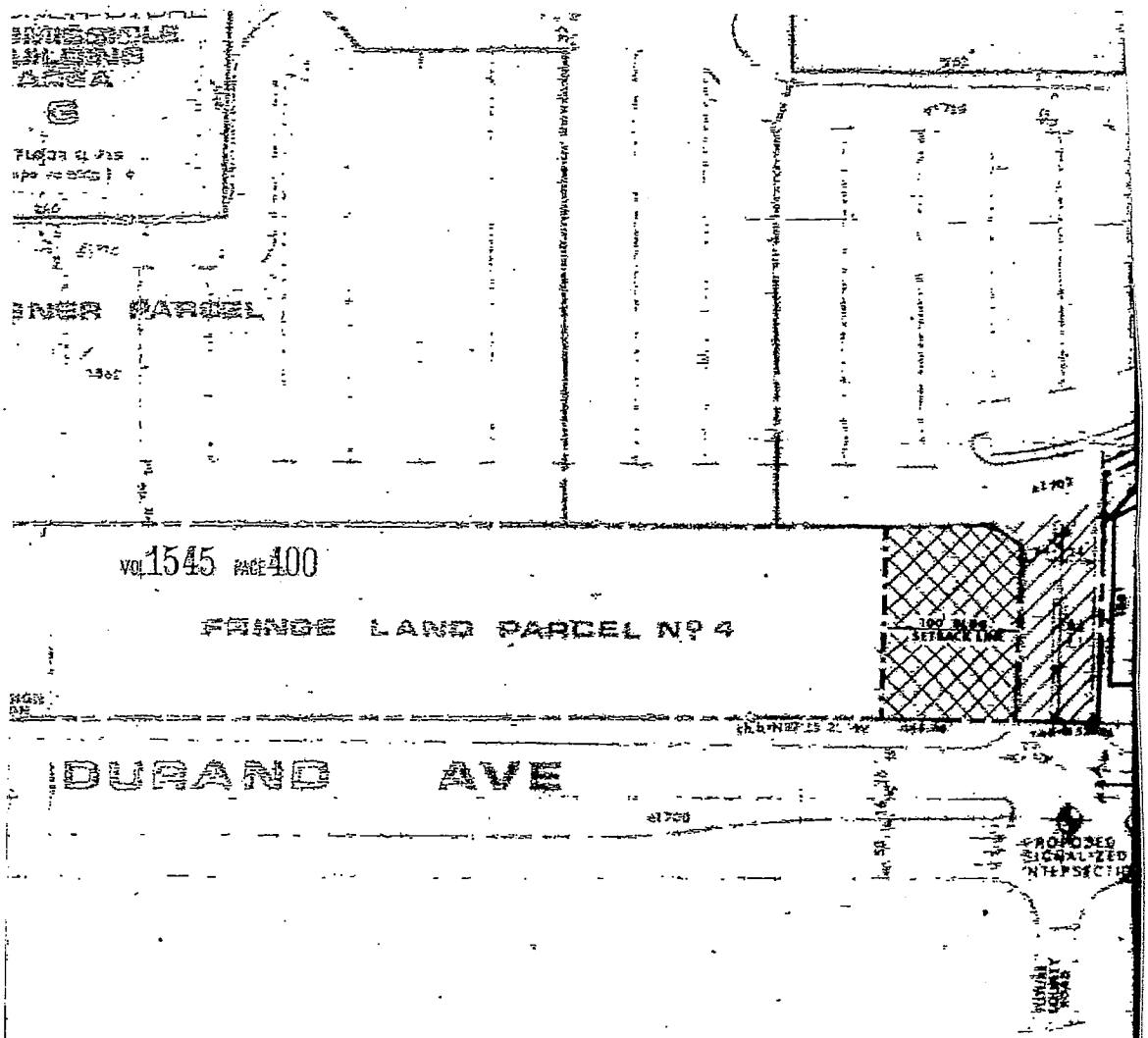

DEVELOPER PARCEL
PERMISSIBLE BUILDING AREA B
PERMISSIBLE BUILDING AREA C
PERMISSIBLE BUILDING AREA H
PERMISSIBLE BUILDING AREA B
PERMISSIBLE BUILDING AREA C
anticipated bldg line
min. elg to 14-0 clear
min. elg to 16'-0" clear
FIRST FLOOR ELEV.
SECOND FLOOR ELEV.


DEVELOPER ADDITIONAL
PARCEL NO 1
FEDERATED PARCEL
PERMISSIBLE
BUILDING
AREA
J
DEVELOPER ADDITIONAL
PARCEL NO 2
PERMITTED CURB CUTS
150'
250'
SETBACK LINE
THEATER
80'
160'
310'

PROPOSED ROAD
PERMISSIBLE BUILDING AREA J
VOL 1545 PAGE 397
PERMITTED CURB CUTS
DEVELOPER ADDITIONAL PARCEL NO 2
200'
100'

VOL 1545 PAGE 398
FRINGE LAND PARCEL No. 2
SCALE : 1" = 900'
EXHIBIT "A"
JACOBS, VISCONSI


DEVELOPER PARCEL
BERGNER
FRINGE LAND PARCEL Nº 3
TYPICAL PARKING DETAIL
VOL 1545 PAGE 399
RACINE
RACINE,



E MALL
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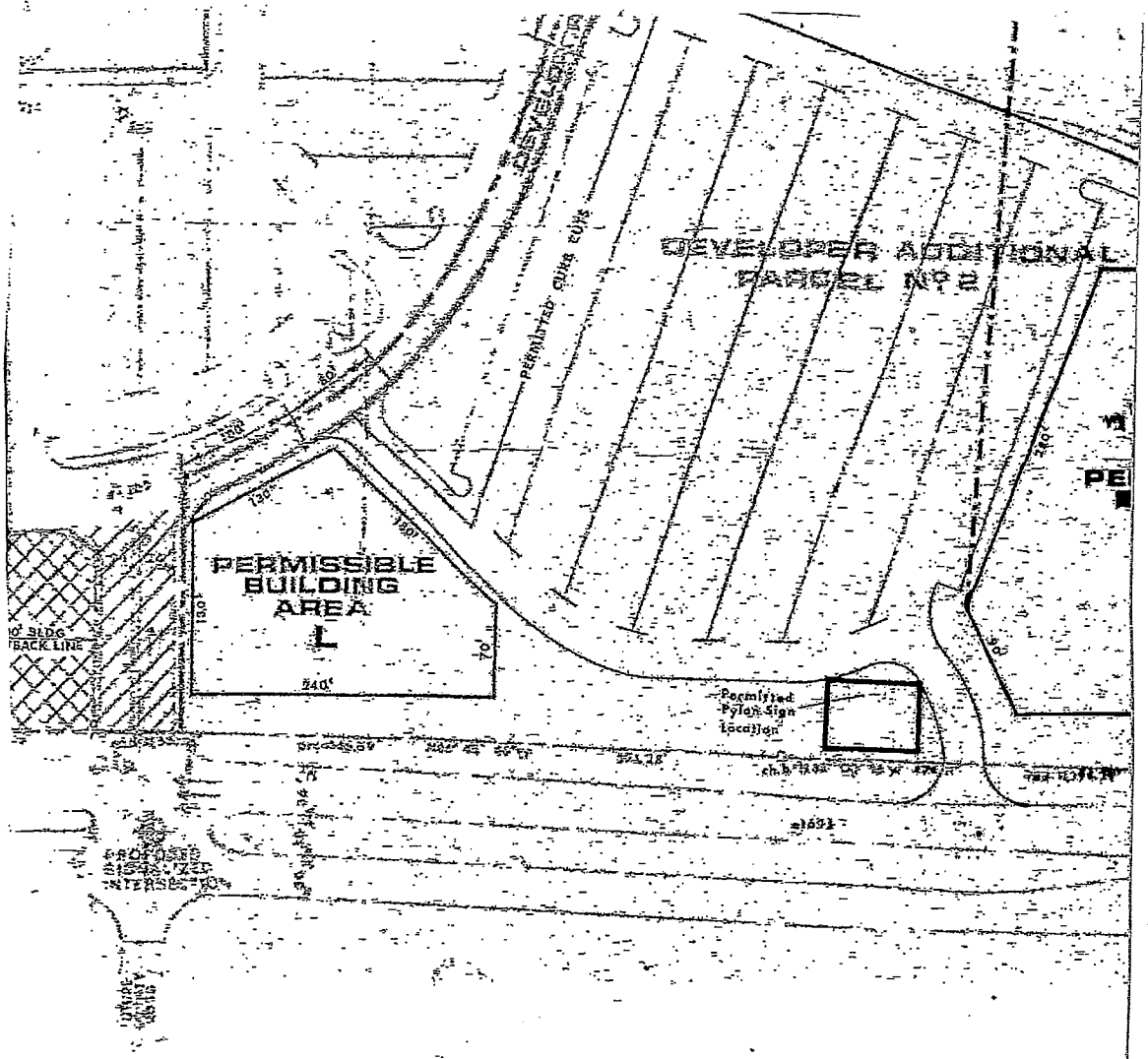
PHAS
SITE



NOTE:

IN THE CASE OF ANY INCONSISTENCY BETWEEN THE FLOOR ELEVATIONS SHOWN HEREON AND THOSE ON THE SITE DEVELOPMENT PLANS REFERRED TO IN THE EASEMENT RESTRICTION AND OPERATING AGREEMENT TO WHICH THIS EXHIBIT IS ATTACHED, THE SITE DEVELOPMENT PLANS SHALL CONTROL

LEGEND

INDICATES A ROW OF PARKING SPACES

INDICATES THE POSSIBLE NUMBER OF PA
DESIGNATED AREA BASED UPON THE TYP
does not apply to any particular pa

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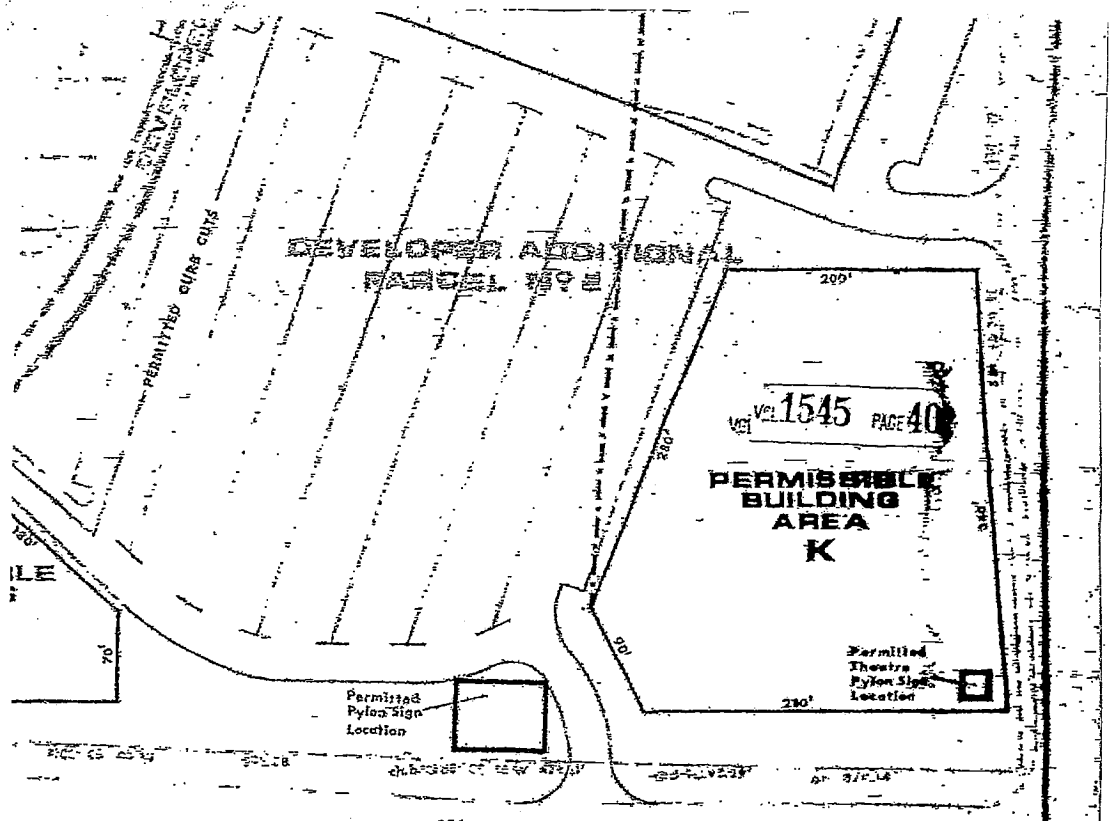
PHASE B
SITE PLAN

DAT
REVISE



LEGEND

INDICATES A ROW OF PARKING STALLS

INDICATES THE POSSIBLE NUMBER OF PARKING SPACES IN DESIGNATED AREA BASED UPON THE TYPICAL PARKING DETAIL (does not apply to any particular parcel)

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ASEMENT.
IS WHICH THIS
T PLANS SHALL

PAGE 401

LAN

DATE April 27, 1978
REVISED: Dec. 13, 1978

EXHIBIT B

DEVELOPER PARCEL

Being known as that part of the Southeast 1/4 and the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24;.thence, S89°28'36"E, along the south line of the southeast 1/4 of said Section 24, 992.09 feet to a point; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, 1,507.63 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N00°57'56"E, 180.85 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 30.31 feet bearing N29°22'28"W; thence, N76°05'21"E, 67.30 feet; thence, N00°57'56"E, 213.13 feet; thence, S89°02'04"E, 349.39 feet; thence, N00°57'56"E, 474.58 feet; thence, S89°02'04"E, 53.00 feet; thence, N00°57'56"E, 164.31 feet; thence, N89°02'04"W, 369.18 feet; thence, N00°57'56"E, 277.61 feet; thence, N89°02'04"W, 341.56 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°49'06"E, 35.00 feet; thence, N89°51'41"E, 1,861.27 feet; thence, S01°08'19"E, 201.80 feet; thence, S89°02'04"E, 212.55 feet; thence along the arc of a 360.00 foot radius curve, concave to the south, having a chord length of 435.74 feet bearing S51°47'28"E, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the north, having a chord length of 36.45 feet bearing S51°57'12"E, to a point of reverse curve; thence along the arc of a 340.00 foot radius curve, concave to the south, having a chord length of 134.42 feet bearing S77°57'29"E; thence, S66°33'26"E, 282.82 feet to a point of curve; thence along the arc of a 200.00 foot radius curve, concave to the north, having a chord length of 51.64 feet bearing S73°58'32"E; thence along the arc of a 30.00 foot radius curve, concave to the north, having a chord length of 46.02 feet bearing N48°31'10"E; thence, S01°33'26"E; 101.00 feet; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 40.00 feet bearing N43°22'19"W to a point of reverse curve; thence along the arc of a 240.00 foot radius curve, concave to the north, having a chord length of 77.66 feet, bearing N75°52'01"W; thence, N66°33'26"W, 282.82 feet to a point of curve; thence along the arc of a 300.00 foot radius curve, concave to the south, having a chord length of 103.73 feet bearing N76°30'43"W, thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 43.58 feet, bearing S46°57'04"W, to a point of reverse curve; thence along the arc of a 360.00 foot radius curve, concave to the west, having a chord length of 128.71 feet bearing S10°40'06"W; thence, S20°57'56"W, 315.61 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 378.38 feet bearing S46°07'30"W, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 34.55 feet bearing S36°07'34"W; thence, N00°57'56"E, 44.71 feet; thence along the arc of a 423.00 foot radius curve, concave to the north, having a chord

length of 371.56 feet bearing N47°01'06"E; thence, N20°57'56"E, 315.61 feet to a point of curve; thence along the arc of a 338.00 foot radius curve, concave to the west, having a chord length of 294.80 feet bearing N04°53'22"W; thence, N89°02'04"W, 607.27 feet; thence, S00°57'56"W, 331.16 feet; thence, S89°02'04"E, 32.00 feet; thence, S00°57'56"W, 213.00 feet; thence, S21°53'51"W, 42.83 feet; thence, S00°57'56"W, 306.00 feet; thence, N89°02'04"W, 164.01 feet; thence, N00°57'56"E, 367.00 feet; thence, N89°02'04"W, 159.69 feet; thence, N44°02'04"W, 113.14 feet; thence, N89°02'04"W, 40.00 feet; thence, N00°57'56"E, 50.00 feet; thence, N89°02'04"W, 262.00 feet; thence, S00°57'56"W, 35.50 feet; thence, S45°57'56"W, 50.91 feet; thence, S00°57'56"W, 58.50 feet; thence, N89°02'04"W, 160.36 feet; thence, S00°57'56"W, 367.00 feet; thence, N89°02'04"W, 421.16 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 101.47 feet bearing N82°29'17"W, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 46.99 feet bearing S52°30'44"W; thence, S00°57'56"W, 132.35 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N89°02'04"W, 65.00 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 34.015 acres, to be the same more or less.

EXHIBIT B

(ii)

EXHIBIT E

DEVELOPER ADDITIONAL PARCEL #1

Being known as that part of the Southeast 1/4 and the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the southeast corner of the southwest 1/4 of said Section 24; thence, S89°28'36"E along the south line of said southeast 1/4, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N01°33'26"W, 849.80 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 46.02 feet bearing S48°31'10"W; thence along the arc of a 200.00 foot radius curve, concave to the north, having a chord length of 51.64 feet bearing N73°58'32"W; thence, N66°33'26"W, 282.82 feet to a point of curve; thence along the arc of a 340.00 foot radius curve, concave to the south, having a chord length of 134.42 feet bearing N77°57'29"W, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the north, having a chord length of 36.45 feet bearing N51°57'12"W to a point of reverse curve; thence along the arc of a 360.00 foot radius curve, concave to the west, having a chord length of 435.74 feet bearing N51°47'28"W; thence, N89°02'04"W, 212.55 feet; thence, N01°08'19"W, 101.80 feet; thence, N89°51'41"E, 1,068.68 feet; thence along the arc of a 779.41 foot radius curve, concave to the east, having a chord length of 186.17 feet bearing S05°18'08"W; thence, S01°33'26"E, 339.02 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 7.282 acres to be the same more or less.

DEVELOPER ADDITIONAL PARCEL #2

Being known as that part of the Southeast 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the southwest corner of the southeast 1/4 of said Section 24; thence, S89°28'36"E along the south line of the southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°16'07"W, 183.30 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N00°57'56"E, 150.77 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the east, having a chord length of 34.55 feet bearing N36°07'34"E to a point of reverse curve, thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 378.38 feet bearing N46°07'30"E; thence, N20°57'56"E, 315.61 feet to a point of curve; thence along the arc of 360.00 foot radius curve, concave to the west, having a chord length of 128.71 feet bearing N10°40'00"E to a point of reverse curve; thence along the arc of 30.00 foot

radius curve, concave to the south, having a chord length of 43.58 feet bearing N46°57'04"E; thence along a 300.00 foot radius curve, concave to the south, having a chord length of 103.73 feet bearing S76°30'43"E; thence, S66°33'26"E, 282.82 feet to a point of curve; thence along the arc of a 240.00 foot radius curve, concave to the north, having a chord length of 77.66 feet bearing S75°52'01"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 40.00 feet bearing S43°22'19"E; thence, S01°33'26"E, 748.80 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence along the arc of an 11,398.29 foot radius curve, concave to the north, having a chord length of 474.11 feet bearing N88°00'16"W; thence, N86°48'46"W on the northerly right-of-way line of State Trunk Highway 11, 291.28 feet to a point of curve; thence along the arc of an 11,520.16 foot radius curve, concave to the south, having a chord length of 183.30 feet bearing N87°16'07"W TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 13.661 acres to be the same more or less.

Exhibit B

(ii)

FRINGELAND PARCEL #4

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E along the south line of the southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W along the northerly right-of-way line of State Trunk Highway 11, 667.63 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N00°57'56"E, 120.00 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the east, having a chord length of 42.43 feet bearing N45°57'56"E; thence, S89°02'04"E, 771.03 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 32.79 feet bearing N88°51'16"E, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 43.96 feet bearing S46°08'44"E; thence, S00°57'56"W, 123.00 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence along the arc of an 11,520.16 foot radius curve, concave to the south, having a chord length of 198.38 feet bearing N88°32'22"W; thence, N89°02'04"W along the northerly right-of-way line of State Trunk Highway 11, 667.63 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 2.979 acres to be the same more or less.

Exhibit B

EXHIBIT B

FEDERATED PARCEL

Being known as that part of the Southeast 1/4 and the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E along the south line of the southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°16'07"W, 183.30 feet; thence, N87°53'10"W, 65.00 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N00°57'56"E, 123.00 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 43.96 feet bearing N46°08'44"W to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 32.79 feet bearing S88°51'16"W; thence, N89°02'04"W, 115.21 feet; thence, N00°57'56"E, 306.00 feet; thence, N21°53'51"E, 42.83 feet; thence, N00°57'56"E, 213.00 feet; thence, N89°02'04"W, 32.00 feet; thence, N00°57'56"E, 331.16 feet; thence, S89°02'04"E, 607.27 feet; thence along the arc of a 338.00 foot radius curve, concave to the west, having a chord length of 294.80 feet bearing S04°53'22"E; thence, S20°57'56"W, 315.61 feet to a point of curve; thence along the arc of a 423.00 foot radius curve, concave to the north, having a chord length of 371.56 feet bearing S47°01'06"W, thence, S00°57'56"W, 195.48 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence along the arc of an 11,520.16 foot radius curve, concave to the south, having a chord length of 65.00 feet bearing N87°53'10"W, TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 11.095 acres to be the same more or less.

1066873

Register's Office } ss.
Racine County, Wis.
Received for Record 28th day of December A.D., 19 79 at 4:20 o'clock P. M. and recorded in Volume 1545 of Records on page 385-408

Stanley F. Bialecki
Register of Deeds

25.00

907926

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of September 1972, by and between FEDERATED DEPARTMENT STORES, INC., a Delaware corporation (hereinafter called "Federated"), and RACINE COUNTY, a Wisconsin Quasi-Municipal corporation (hereinafter called "County");

W I T N E S S E T H:

WHEREAS, County has, as of the date hereof, conveyed to Federated certain real property located in Racine County, Wisconsin, and more completely described in Exhibit A, attached hereto and made a part hereof by this reference (hereinafter called the "Property"); and

WHEREAS, Federated and County have agreed as provided herein, in lieu of all prior agreements between the parties, except any agreements entered into on even date herewith.

NOW, THEREFORE, in consideration of the sum of $1.00, paid by Federated, receipt of which is hereby acknowledged by County and in further consideration of the mutual promises herein contained, the parties agree as follows:

1. Options.

(a) If within five (5) years from the date hereof Federated has not commenced or caused to be commenced the construction of a regional shopping center (as hereinafter defined in Paragraph 2) on the Property, County shall have the option to purchase the Property from Federated and Federated thereupon agrees to sell the Property to County. In addition, if for any reason said construction is not commenced within the said five (5) year period, Federated shall have the option to sell the Property to County and County thereupon agrees to purchase the Property from Federated. In the event either of the above options is exercised, the purchase price for the Property shall be the same price as paid for the Property by Federated (including any interest paid), plus the amount, if any, expended by Federated for any public or private physical improvements made upon or for the benefit of the Property before the exercise of the option.

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1149-259

Sept 8, 1972

(b) The options provided for above shall be exercised by the party desiring to exercise its option giving written notice to the other party within sixty (60) days after the end of the said five (5) year period. Within sixty (60) days after exercise of the option first exercised Federated shall give written notice to County of the amount of the purchase price provided for in the above options. The sale shall be closed at a mutually agreed time and place within ninety (90) days after exercise of the option first exercised. At the closing Federated shall tender to County its Special Warranty Deed conveying title to the Property to County and County shall tender to Federated its certified check for the purchase price.

(c) For purposes of this Paragraph 1:

(i) Construction shall be deemed commenced at such time as grading or like site work is commenced.

(ii) Private improvements shall include, without limitation, offsite and onsite utility and road improvements but shall not include architectural and other professional fees.

2. Shopping Center. It is understood that in the event a regional shopping center is constructed on the Property it shall be of a quality of design and stores comparable to that of the presently existing Brookfield Square in Brookfield, Wisconsin. It shall contain at least one major department store which shall be a Boston Store or a department store of comparable quality. The shopping center shall have at least 450,000 square feet of enclosed store building and mall areas.

3. Building Location. Federated agrees that no gasoline dispensing facility or free standing building or structure shall be located nearer than 500 feet from the nearest point of the nearest hospital building presently in existence, without the written consent of the Racine County Board of Supervisors.

4. Warranty Regarding Assessments. County represents and warrants that it has no knowledge of any planned public improvements which may result in special assessment with respect to the Property excepting the proposed north-south street adjoining generally the easterly boundary of the Property and

proposed 16" water main along State Highways 11 and 31 to the south and west of the Property and that no governmental agency has served any notice requiring repairs, alterations or corrections of any existing conditions.

5. Lighting and Noise Generating Areas. Federated recognizes proximity of existing County institutions to the north and proposed park to the east of the Property and agrees to use due diligence in design, construction and use of all parking lot lighting, and in the location and construction of any high-level noise generating areas, all as consistent with reasonable shopping center standards, so as to minimize or eliminate inconvenience to the occupants of the said County institutions and proposed park.

6. Abandonment of Water Mains. County does hereby abandon and release totally all interest, easement, title or any other rights whatsoever possessed by County in that certain water main going from High Ridge Hospitals to Sunnyrest Hospital insofar as the said water main crosses over or upon the Property at any point or place. In addition, County does abandon and release totally its interest, easement, title or any other rights whatsoever it possesses in that water main which goes from High Ridge Hospitals to the Town of Mt. Pleasant Town Hall and which water main crosses the Property at its northwest corner. Federated agrees that County may continue to use the above water mains until such time as Federated gives written notice to County to terminate its use of the water mains. Federated agrees not to give said notice before January 1, 1973 and further agrees that County shall have 120 days from the giving of said notice to terminate use of the water mains.

7. Abandonment of Sanitary Sewer. County does hereby abandon and release totally all interest, easement, title or any other rights whatsoever possessed by County in that certain sanitary sewer which runs from High Ridge Hospitals to Highway 11 in a generally northerly and southerly direction, insofar as the said sanitary sewer line crosses the Property at any point or place whatsoever. Federated agrees that County may continue to use the above sanitary sewer until such time as Federated gives written notice to County to terminate its use of the sanitary sewer. Federated agrees not to give said notice before January 1, 1973 and further agrees that County shall have 120 days from the giving of said notice to terminate use of the sanitary sewer.

8. Abandonment of Electric and Telephone Lines and Poles. County does hereby abandon and release totally all interest, easement, title or

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any other rights whatsoever possessed by County in that certain electric line, including poles, which goes from High Ridge Hospitals to Sunnyrest Hospital in a generally northerly and southerly direction, insofar as said electric line and poles cross or touch the Property at any point or place whatsoever. In addition, County does hereby abandon and release totally any interest, title or any other rights whatsoever it possesses in that telephone line, including poles, which runs, along the same electric service line described above, in a generally northerly and southerly direction between High Ridge Hospitals and Sunnyrest Hospital and which crosses or touches the Property at any point or place whatsoever. Federated agrees that County may continue to use the above electric and telephone lines and poles until such time as Federated given written notice to County to terminate its use of the electric and telephone lines and poles. Federated agrees not to give said notice before January 1, 1973 and further agrees that County shall have 120 days from the giving of said notice to terminate use of the electric and telephone lines and poles.

9. Water Drainage. Federated does hereby acknowledge the location and placement of a certain storm drainage tile which now accommodates the roof drainage water for all the buildings at High Ridge Hospitals. Federated does agree to integrate the said High Ridge storm drainage tile which is now located along the northern, middle area of said Property into its internal storm drainage tile which is planned to be constructed upon the Property, if and when such tile is constructed. It is understood and agreed that Federated shall be obligated by this Agreement to accept into its internal storm drainage tile only water drainage from the existing buildings at High Ridge Hospitals as presently constructed. Federated also agrees to accommodate into said internal storm drainage system all that normal surface water drainage from the land to the north of the Property which is presently occupied by High Ridge Hospitals as such property is presently improved to the extent that normal surface water drainage at the time of the signing of this agreement would provide drainage to and onto the Property.

10. Sale to Developer. It is understood that Federated plans to sell all or a substantial part of the Property to a developer (hereinafter called "Developer"), subject to the terms and conditions of this Agreement, and that Developer will carry out many of the obligations of Federated hereunder. County agrees that performance by Developer or by anyone else acting on behalf of

Federated or Developer shall, for purposes of this Agreement, constitute performance by Federated. County agrees that any expenditures made by or for Developer for public or private improvements shall be considered as expended by Federated for purposes of computing the purchase price under the options contained in Paragraph 1 hereof. County further agrees that in the event of the exercise of any option pursuant to Paragraph 1 hereof to accept the reconveyance to County of all or a portion of the Property from Developer in lieu of conveyance by Federated.

11. Miscellaneous.

(a) Time is of the essence with respect to any agreements to be performed hereunder.

(b) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Upon written notice by Federated or County the other party agrees to execute an instrument, in form suitable for recording, stating whether or not construction has commenced within the meaning of Paragraph 1 hereof; it being understood that once construction has commenced the options contained in Paragraph 1 are terminated.

(d) Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if mailed by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the respective parties at the addresses stated below:

Federated Department Stores, Inc. 222 West Seventh Street Cincinnati, Ohio . 45202	Racine County County Court House Racine, Wisconsin
Attention: Real Estate Department	Attention: County Clerk

or to such other address as either party may from time to time specify in a notice given as provided above to the other party.

(e) Paragraph headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement, or any way affect its provisions.

(f) This Agreement constitutes the entire agreement of the

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parties and supersedes entirely all prior oral or written agreements, including but not limited to: Federated's offer to purchase dated May 13, 1969; County's acceptance of said offer, dated June 10, 1969; Federated's concurrence to the terms and conditions of the acceptance, dated June 20, 1969 and the agreement between Federated and County dated February , 1971.

IN WITNESS WHEREOF, the undersigned, representing that they are duly and properly authorized to enter into this Agreement, have cause this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Done at Cincinnati, Ohio, this 5th day of September, 1972.

FEDERATED DEPARTMENT STORES, INC.

(SEAL)

Attest: _____ Secretary

By _____ Vice President

In the presence of:

Done at Racine, Wisconsin, this 8th day of September, 1972.

RACINE COUNTY

(SEAL)

Attest: _____

By _____

In the presence of:

STATE OF OHIO)
) ss
COUNTY OF HAMILTON)

September 5 1972

On this day, before me, personally appeared JAMES B. SELONICK and BORIS AUERBACH who being by me duly sworn, did say that they are VICE PRESIDENT and SECRETARY of FEDERATED DEPARTMENT STORES, INC., a Delaware corporation; that they know the seal of said corporation and that the seal affixed to said instrument is the corporate sea said corporation; and that said instrument was signed and sealed on behalf c

said corporation by authority of its Board of Directors; and said officers acknowledged said instrument to be the free act and deed of said corporation.

Rosemary W. Plogman
Notary Public
ROSEMARY W. PLOGMAN
Notary Public, Hamilton County, Ohio
My Commission Expires Nov. 11, 1972

STATE OF WISCONSIN)
) ss
COUNTY OF RACINE)

September 8th, 1972

On this day, before me, personally appeared Richard E. LaFave who being by me duly sworn, did say that ~~they are~~ he is an officer of RACINE COUNTY, a Wisconsin Quasi-Municipal corporation; that ~~they~~ he know the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by proper authority; and said acknowledged said instrument to be the free act and deed of said corporation.

Dennis [illegible]
Notary Public
Commission Permanent

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VOL 1149 PAGE 266

EXHIBIT A

This Exhibit A is attached to and forms a part of that certain Agreement entered into as of the 8th day of September, 1972, by and between FEDERATED DEPARTMENT STORES, INC., a Delaware corporation, and RACINE COUNTY, a Wisconsin Quasi-Municipal corporation.

That part of the Southeast 1/4 and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, bounded as follows:

Commence at the Southeast corner of the Southwest 1/4 of said Section 24; run thence S89°28'36"E 992.09 feet on the South line of the said Southeast 1/4; thence N01°33'26"W 61.18 feet to a point on a curve of Southwesterly convexity whose radius is 11,398.29 feet and whose chord bears N88° 00'16"W 474.11 feet, said point being on the Northerly line of right-of-way of State Trunk Highway "11" and the point of beginning of this description; thence Northwesterly 474.14 feet on the arc of said curve and said right-of-way to its point of tangency; thence N86°48'46"W 291.28 feet on said right-of-way to a point of curvature of a curve of Northeasterly convexity whose radius is 11,520.16 feet and whose chord bears N87°55'25"W 446.66 feet; thence Northwesterly 446.69 feet on the arc of said curve and said right-of-way to its point of tangency; thence N89°02'04"W 1902.81 feet on said right-of-way; thence N77°46'59"W 116.17 feet on said right-of-way to its intersection with the Easterly line of right-of-way of State Trunk Highway "31"; thence N11°30'26"E 855.16 feet on said right-of-way; thence N11°49'06"E 534.47 feet on said right-of-way; thence N89°51'41"E 1061.27 feet; thence S01°08'19"E 100.00 feet; thence N89°51'41"E 1068.68 feet to a point on a curve of Northwesterly convexity whose radius is 746.41 feet and whose chord bears S05°18'08"W 186.07 feet; thence Southwesterly 186.62 feet on the arc of said curve to its point of tangency; thence S01°33' 26"E 1188.82 feet to the point of beginning.

Containing approximately 97.75 acres.

907926

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

Received for Record 8TH day of September A.D., 1972 at 11:11 o'clock A M. and recorded in Volume 1149 of Records on page 259-266

Stanley F. Bialecki
Register of Deeds

PREPARED BY:

ROBERT H. SCOTT, ESQ.

1385091

072792/RDT

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that RACINE JOINT VENTURE, a general partnership having its principal office at 25425 Center Ridge Road, Cleveland, Ohio 44145, the Grantor herein, for Ten Dollars ($10.00) and other good and valuable consideration received to its full satisfaction of GENERAL MILLS RESTAURANTS, INC., the Grantee herein, whose tax mailing address will be 1751 Directors Row, Orlando Florida 32809, does hereby GIVE, GRANT, BARGAIN, SELL and CONVEY to the Grantee, its successors and assigns forever, the real estate described in Exhibit A attached hereto, and made a part hereof together with an easement over the real property described in Exhibit A-1 attached hereto and made a part hereof.

TO HAVE AND TO HOLD, the above granted and bargained premises together with all appurtenances thereunto belonging to the Grantee, its successors and assigns, forever, but subject to: (i) restrictions, easements, reservations, covenants and conditions of record; (ii) zoning ordinances, if any, and (iii) real estate taxes and assessments, both general and special, not yet due and payable.

And the Grantor covenants with the Grantee, its successors and assigns, that except as aforesaid, the above granted and bargained premises are free from all encumbrances made by the Grantor and that it does warrant and will defend the same to the Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through or under the Grantor and against none other. Wisconsin Real Estate Transfer Tax $ 4800.-

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the 29th day of July, 1992.

In the Presence of:

(as to both signatures)

RACINE JOINT VENTURE

By: R. E. Jacobs, its General Partner

And By: JACOBS REALTY INVESTORS LIMITED PARTNERSHIP

(as to both signatures)

By: R. E. Jacobs, Trustee

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named R. E. Jacobs and R. E. Jacobs, Trustee, know to me to be the person who executed the within and foregoing instrument, who acknowledged that he was duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that he did execute said instrument on behalf of said partnership and that the same is his free and voluntary act and deed as partner of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this 29th day of July, 1992.

Notary Public
My Commission Expires:

ELIZABETH D. PISKUNOFF
Notary Public, State of Ohio
Recorded in Cuyahoga Cty.
My Comm. Expires 11-13-95

This Instrument Prepared By:
Richard D. Tomsick
25425 Center Ridge Road
Cleveland, Ohio 44145

Mail to: CHICAGO TITLE
ATTN: D. NELSON/0425
111 W. WASHINGTON
CHICAGO IL 60602
#1704131

VOL 2172 PAGE 917

3580 08 4

1400 #1

R-37126

EXHIBIT A-1

REGENCY MALL
OLIVE GARDEN ACCESS EASEMENT PARCEL
0.0763 ACRES

Being known as part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the southwest 1/4 of said Section 24; thence, S 89°28'36" E along the south line of the Southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26" W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N 88°00'16" W, 474.11 feet; thence, N 86°48'46" W, 291.28 feet; thence, N 87°55'25" W, 446.66 feet; thence, N 89°02'04" W along the northerly right-of-way line of State Trunk Highway 11, 1,507.63 feet; thence, N 00°57'56" W, 180.86 feet; thence, along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 30.31 feet bearing N 29°22'30" W to a point of reverse curve; thence, along the arc of a 445.00 foot radius curve, concave to the northeast, having a chord length of 23.40 feet bearing N 58°12'29" W; thence, N 89°02'04" W, 109.67 feet to THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N 89°02'04" W, 32.03 feet; thence, along the arc of a 75.00 foot radius curve, concave to the southeast, having a chord length of 37.17 feet bearing N 17°36'19" E; thence, N 30°57'56" E, 39.51 feet; thence, along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 33.47 feet bearing N 02°56'16" W; thence, along the arc of a 445.00 foot radius curve, concave to the northeast, having a chord length of 93.64 feet bearing S 42°52'49" E; thence, along the arc of a 30.00 foot radius curve, concave to the south, having a chord distance of 46.00 feet bearing S 81°01'23" W; thence, S 30°57'56" W, 27.73 feet; thence, along the arc of a 30.00 foot radius curve, concave to the east, having a chord length of 4.14 feet bearing S 26°25'49" W to THE POINT OF BEGINNING OF THIS DESCRIPTION.

Contained within said bounds 0.0763 acres to be the same, more or less, subject to all legal Easements of Record.

#23876-29 + 23876-30

VOL 2172 PAGE 918

528/JVJLDG

6/11/92

EXHIBIT A

REGENCY MALL
OLIVE GARDEN PARCEL
2.438 ACRES

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E along the south line of the Southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W along the northerly right-of-way line of State Trunk Highway 11, 1,507.63 feet to a point AND THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, continuing along the northerly right-of-way line of State Trunk Highway 11, N89°02'04"W, 395.18 feet; thence, N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°30'26"E along the easterly right-of-way line of State Trunk Highway 31, 199.70 feet; thence, S89°02'04"E, 437.18 feet; thence, along the arc of a 445.00 foot radius curve, concave to the northeast, having a chord length of 23.40 feet bearing S58°12'29"E to a point of reverse curve; thence, along the arc of a 30.00 foot radius curve, concave to the west having a chord length of 30.31 feet bearing S29°22'30"E; thence, S00°57'56"W, 180.86 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 2.438 acres to be the same more or less subject to all Legal Highways and Easements of Record.

#23876-29 & 23876-30

504/JVJLDG

10/91
Rev. 2/92

REGISTER'S OFFICE } SS
RACINE COUNTY, WI }
RECORDED

'92 AUG -4 A8:53

VOL 2172 PAGE 917-919
1400

REGISTER
OF DEEDS

VOL 2172 PAGE 919

928938

Re: Part of the South ½ of Section 24 Township 3 North Range 22 East. Town of Mt. Pleasant, Racine County, Wisconsin.

CERTIFICATE

Pursuant to the provisions of that certain Agreement (hereinafter called the "Agreement") between FEDERATED DEPARTMENT STORES, INC., a Delaware corporation and RACINE COUNTY (hereinafter called "Racine County"), a Wisconsin Quasi-Municipal corporation, dated September 8, 1972, recorded in Volume 1149 of Records pages 259-266 as Document 907926 on September 8, 1972 in the Office of the Register of Deeds for Racine County, Wisconsin, Racine County does hereby certify that: -

as of September 27, 1973 no construction has commenced within the meaning of Paragraph 1 of the Agreement and the options contained in Paragraph 1 are still in full force and effect.

IN WITNESS WHEREOF, the undersigned, representing that they are duly and properly authorized to enter into this Certificate, have caused this Agreement to be executed by its duly authorized officers as of this 27th day of September, 1973.

Done at Racine Wisconsin as of the 27th day of September, 1973.

(SEAL) RACINE COUNTY

Attest: Daniel Thym By: Richard E LaFave

STATE OF WISCONSIN)
) ss
COUNTY OF RACINE)

On this day, before me, personally appeared Richard E. LaFave who being by me duly sworn, did say that he is an officer of RACINE COUNTY, a Wisconsin Quasi-Municipal corporation; that he knows the seal of said corporation and that the seal affixed to the instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by proper authority; and said Richard E. LaFave acknowledged said instrument to be the free act and deed of said corporation.

Daniel Thym
Notary Public

Prepared By:

Robert H. Scott, Jr., Esq.

vol 1198 page 483

1198-483

Sept 28 1973

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Register's Office } SS. 928938
Racine County, Wis.

Received for Record 28th day of
September A.D., 1983 at 11:00
o'clock A.M. and recorded in Volume 1198
of Records on page 483-484

Stanley F. Bialecki
Register of Deeds

2.00

1009557

1399-433

Sept. 1, 1977

ASSIGNMENT, ASSUMPTION, CONSENT AND RELEASE

THIS ASSIGNMENT, ASSUMPTION, CONSENT AND RELEASE, made and entered into as of the 22nd day of August, 1977, by and among FEDERATED DEPARTMENT STORES, INC., a Delaware corporation (hereinafter called "Federated"), RACINE JOINT VENTURE, a general partnership (hereinafter called "JVJ"), and RACINE COUNTY, a Wisconsin Quasi-Municipal corporation (hereinafter called "County").

W I T N E S S E T H:

WHEREAS, Federated and County entered into a certain Agreement, dated September 8, 1972 and recorded in Volume 1149, Page 259 in the Office of the Register of Deeds of Racine County, Wisconsin (hereinafter called "Agreement") which contains, inter alia, an option in favor of County to purchase from Federated and an option in favor of Federated to sell to County certain property acquired by Federated from County which is described on Exhibit A thereto on terms and conditions set forth therein in the event that Federated has not commenced or caused to be commenced the construction of a regional shopping center, as therein defined, on said property on or before September 8, 1977, a copy of said Agreement being attached hereto as Exhibit 1 and made a part hereof;

WHEREAS, Federated and County entered into a certain Supplemental Understanding, dated September 8, 1972 (hereinafter called "Supplemental Understanding") which sets forth certain obligations of the parties thereto with respect to the improvement of a north-south public street from State Trunk Highway 11 to 21st Street along the easterly boundary line of the property described on Exhibit A to the Agreement and the obligation of Federated to pay any special assessments which may be levied by the City of Racine for the

improvement of said public street and the obligation of the County to make partial reimbursement to Federated for such special assessment in the event the County sells or transfers to a non-municipal user the land adjacent and to the east of said public street, a copy of said Supplemental Understanding being attached hereto as Exhibit 2 and made a part hereof;

WHEREAS, County and Federated entered into a certain Supplementary Agreement, dated October 27, 1972 (hereinafter called "Supplementary Agreement") interpreting and supplementing the Agreement to the effect that grading on the property described in Exhibit A to the Agreement within the 25' easement granted by the County of Racine, Wisconsin to the City of Racine, Wisconsin, Water Department shall not constitute "commencing of construction" within the meaning of Paragraph 1 of the Agreement, a copy of said Supplemental Agreement being attached hereto as Exhibit 3 and made a part hereof;

WHEREAS, the Agreement, Supplemental Understanding and Supplemental Agreement are hereinafter collectively referred to as the "County Agreement"); and

WHEREAS, JVJ is desirous of having Federated assign all its rights, duties and obligations under the County Agreement to JVJ and JVJ is willing to assume all of Federated's rights, duties and obligations under the County Agreement, and the County is willing to consent to such assignment and assumption and to release Federated from any and all duties, obligations and liability under the County Agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) paid by each party to the other and of other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Federated hereby assigns to JVJ all of its rights, duties and obligations under the County Agreement, and JVJ hereby assumes all of the rights, duties and obligations of Federated under the County Agreement.

2. County hereby consents to the foregoing assignment by Federated and assumption by JVJ and hereby releases Federated from any and all duties, obligations and liability under the County Agreement.

3. This Assignment, Assumption, Consent and Release shall be effective only in the event that on or before September 8, 1977 there shall have been filed for record with the Recorder of Deeds of Racine County, Wisconsin, a Deed duly executed and delivered by Federated to JVJ, in the form attached hereto as Exhibit 4 and made a part hereof, whereby JVJ will have acquired title to the remainder of the property which is the subject of the County Agreement and following recording of said Deed the provisions of this Assignment, Assumption, Consent and Release shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. If by such date the said Deed is not so filed, this Assignment, Assumption, Consent and Release shall be null and void and of no force or effect.

IN WITNESS WHEREOF, the undersigned, representing that they are duly and properly authorized to enter into this Assignment, Assumption, Consent and Release, have caused this instrument to be executed by their duly authorized officers as of the day and year first above written.

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Done at Cincinnati, Ohio, this 30th day of August, 1977.

In the Presence of:

James R. Patterson

Barbara L. Cresswell

FEDERATED DEPARTMENT STORES, INC. (Seal)

By Wm. B. Worth
Senior Vice President

Attest Harold D. Kessler
Assistant Secretary

Done at Cleveland, Ohio, this 22nd day of August, 1977.

In the Presence of:

Carrie Rousk

Gladys Wagner

RACINE JOINT VENTURE (Seal)

By Richard E. Jacobs
Richard E. Jacobs, General Partner

By David H. Jacobs
David H. Jacobs, General Partner

Done at Racine, Wisconsin, this 1st day of ~~August~~ September, 1977.

In the Presence of:

Gloria N. Moss

Janet L. Hyatt

RACINE COUNTY (Seal)

By Edward E. Haeppner

Attest Dennis Kornwolf

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On this 30th day of August, 1977, before me, personally appeared James B. Lebovich and Harold P. Rosenberg, who being by me duly sworn, did say that they are Vice President and Assistant Secretary of FEDERATED DEPARTMENT STORES, INC., a Delaware corporation; that they know the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by proper authority; and, further, acknowledged said instrument to be the free act and deed of said corporation.

Rosemary Alexander
Notary Public

My Commission Expires: ROSEMARY ALEXANDER
Notary Public, State of Ohio
My Commission Expires Nov. 11, 1977

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this 22nd day of August, 1977, personally appeared Richard E. Jacobs and David H. Jacobs, who being by me duly sworn, did say that they are each general partners of RACINE JOINT VENTURE, a General Partnership; that said instrument was signed and sealed on behalf of said partnership by proper authority and, further, acknowledged said instrument to be the free act and deed of said partnership.

Timothy E. Kramer
Notary Public

My Commission ~~Expires~~: has no expiration
TIMOTHY E. KRAMER, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

On this 1st day of ~~August~~ September, 1977, before me, personally appeared Elwood E. Hoeppner & Dennis Kornwolf, who being by me duly sworn, did say that he is an officer of RACINE COUNTY, a Wisconsin Quasi-Municipal Corporation; that he knew the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by proper authority and, further, acknowledged said instrument to be the free act and deed of said corporation.

John M. Bjelajac
Notary Public
JOHN M. BJELAJAC

My Commission ~~Expires~~: is permanent

VOL 1389 PAGE 437

Recorded Sept. 8, 1972
Vol. 1149 of Records
Pp. 259-266
Doc. # 907926
VOL 1399 PAGE 438

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of September 1972, by and between FEDERATED DEPARTMENT STORES, INC., a Delaware corporation (hereinafter called "Federated"), and RACINE COUNTY, a Wisconsin Quasi-Municipal corporation (hereinafter called "County");

W I T N E S S E T H:

WHEREAS, County has, as of the date hereof, conveyed to Federated certain real property located in Racine County, Wisconsin, and more completely described in Exhibit A, attached hereto and made a part hereof by this reference (hereinafter called the "Property"); and

WHEREAS, Federated and County have agreed as provided herein, in lieu of all prior agreements between the parties, except any agreements entered into on even date herewith.

NOW, THEREFORE, in consideration of the sum of $1.00, paid by Federated, receipt of which is hereby acknowledged by County and in further consideration of the mutual promises herein contained, the parties agree as follows:

1. Options.

(a) If within five (5) years from the date hereof Federated has not commenced or caused to be commenced the construction of a regional shopping center (as hereinafter defined in Paragraph 2) on the Property, County shall have the option to purchase the Property from Federated and Federated thereupon agrees to sell the Property to County. In addition, if for any reason said construction is not commenced within the said five (5) year period, Federated shall have the option to sell the Property to County and County thereupon agrees to purchase the Property from Federated. In the event either of the above options is exercised, the purchase price for the Property shall be the same price as paid for the Property by Federated (including any interest paid), plus the amount, if any, expended by Federated for any public or private physical improvements made upon or for the benefit of the Property before the exercise of the option.

EXHIBIT 1

(b) The options provided for above shall be exercised by the party desiring to exercise its option giving written notice to the other party within sixty (60) days after the end of the said five (5) year period. Within sixty (60) days after exercise of the option first exercised Federated shall give written notice to County of the amount of the purchase price provided for in the above options. The sale shall be closed at a mutually agreed time and place within ninety (90) days after exercise of the option first exercised. At the closing Federated shall tender to County its Special Warranty Deed conveying title to the Property to County and County shall tender to Federated its certified check for the purchase price.

(c) For purposes of this Paragraph 1:

(i) Construction shall be deemed commenced at such time as grading or like site work is commenced.

(ii) Private improvements shall include, without limitation, offsite and onsite utility and road improvements but shall not include architectural and other professional fees.

2. Shopping Center. It is understood that in the event a regional shopping center is constructed on the Property it shall be of a quality of design and stores comparable to that of the presently existing Brookfield Square in Brookfield, Wisconsin. It shall contain at least one major department store which shall be a Boston Store or a department store of comparable quality. The shopping center shall have at least 450,000 square feet of enclosed store building and mall areas.

3. Building Location. Federated agrees that no gasoline dispensing facility or free standing building or structure shall be located nearer than 500 feet from the nearest point of the nearest hospital building presently in existence, without the written consent of the Racine County Board of Supervisors.

4. Warranty Regarding Assessments. County represents and warrants that it has no knowledge of any planned public improvements which may result in special assessment with respect to the Property excepting the proposed north-south street adjoining generally the eastern boundary of the Property and the

proposed 16" water main on the State Highways 4 and 31 to the south and west of the Property and that no governmental agency has served any notice requiring repairs, alterations or corrections of any existing conditions.

5. Lighting and Noise Generating Areas. Federated recognizes proximity of existing County institutions to the north and proposed park to the east of the Property and agrees to use due diligence in design, construction and use of all parking lot lighting, and in the location and construction of any high-level noise generating areas, all as consistent with reasonable shopping center standards, so as to minimize or eliminate inconvenience to the occupants of the said County institutions and proposed park.

6. Abandonment of Water Mains. County does hereby abandon and release totally all interest, easement, title or any other rights whatsoever possessed by County in that certain water main going from High Ridge Hospitals to Sunnyrest Hospital insofar as the said water main crosses over or upon the Property at any point or place. In addition, County does abandon and release totally its interest, easement, title or any other rights whatsoever it possesses in that water main which goes from High Ridge Hospitals to the Town of Mt. Pleasant Town Hall and which water main crosses the Property at its northwest corner. Federated agrees that County may continue to use the above water mains until such time as Federated gives written notice to County to terminate its use of the water mains. Federated agrees not to give said notice before January 1, 1973 and further agrees that County shall have 120 days from the giving of said notice to terminate use of the water mains.

7. Abandonment of Sanitary Sewer. County does hereby abandon and release totally all interest, easement, title or any other rights whatsoever possessed by County in that certain sanitary sewer which runs from High Ridge Hospitals to Highway 11 in a generally northerly and southerly direction, insofar as the said sanitary sewer line crosses the Property at any point or place whatsoever. Federated agrees that County may continue to use the above sanitary sewer until such time as Federated gives written notice to County to terminate its use of the sanitary sewer. Federated agrees not to give said notice before January 1, 1973 and further agrees that County shall have 120 days from the giving of said notice to terminate use of the sanitary sewer.

8. Abandonment of Electric and Telephone Lines and Poles. County does hereby abandon and release totally all interest, easement, title or

any other rights whatsoever possessed by County in that certain electric line, including poles, which goes from High Ridge Hospitals to Sunnyrest Hospital in a generally northerly and southerly direction, insofar as said electric line and poles cross or touch the Property at any point or place whatsoever. In addition, County does hereby abandon and release totally any interest, title or any other rights whatsoever it possesses in that telephone line, including poles, which runs, along the same electric service line described above, in a generally northerly and southerly direction between High Ridge Hospitals and Sunnyrest Hospital and which crosses or touches the Property at any point or place whatsoever. Federated agrees that County may continue to use the above electric and telephone lines and poles until such time as Federated given written notice to County to terminate its use of the electric and telephone lines and poles. Federated agrees not to give said notice before January 1, 1973 and further agrees that County shall have 120 days from the giving of said notice to terminate use of the electric and telephone lines and poles.

9. Water Drainage. Federated does hereby acknowledge the location and placement of a certain storm drainage tile which now accommodates the roof drainage water for all the buildings at High Ridge Hospitals. Federated does agree to integrate the said High Ridge storm drainage tile which is now located along the northern, middle area of said Property into its internal storm drainage tile which is planned to be constructed upon the Property, if and when such tile is constructed. It is understood and agreed that Federated shall be obligated by this Agreement to accept into its internal storm drainage tile only water drainage from the existing buildings at High Ridge Hospitals as presently constructed. Federated also agrees to accommodate into said internal storm drainage system all that normal surface water drainage from the land to the north of the Property which is presently occupied by High Ridge Hospitals as such property is presently improved to the extent that normal surface water drainage at the time of the signing of this agreement would provide drainage to and onto the Property.

10. Sale to Developer. It is understood that Federated plans to sell all or a substantial part of the Property to a developer (hereinafter called "Developer"), subject to the terms and conditions of this Agreement, and that Developer will carry out many of the obligations of Federated hereunder. County agrees that performance by Developer or by anyone else acting on behalf of

erformance i ...ranted, County ... t... ...y expenditures made by ... or Developer for public or private improvements shall be considered as expended by Federated for purposes of computing the purchase price under the options contained in Paragraph 1 hereof. County further agrees that in the event of the exercise of any option pursuant to Paragraph 1 hereof to accept the reconveyance to County of all or a portion of the Property from Developer in lieu of conveyance by Federated.

11. Miscellaneous.

(a) Time is of the essence with respect to any agreements to be performed hereunder.

(b) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Upon written notice by Federated or County the other party agrees to execute an instrument, in form suitable for recording, stating whether or not construction has commenced within the meaning of Paragraph 1 hereof; it being understood that once construction has commenced the options contained in Paragraph 1 are terminated.

(d) Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if mailed by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the respective parties at the addresses stated below:

Federated Department Stores, Inc. 222 West Seventh Street Cincinnati, Ohio 45202	Racine County County Court House Racine, Wisconsin
Attention: Real Estate Department	Attention: County Clerk

or to such other address as either party may from time to time specify in a notice given as provided above to the other party.

(e) Paragraph headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement, or any way affect its provisions.

(f) This Agreement constitutes the entire agreement of the

partian and supersedes entirely all prior oral or written agreements, including but not limited to: Federated's offer to purchase dated May 13, 1969; County's acceptance of said offer, dated June 10, 1969; Federated's concurrence to the terms and conditions of the acceptance, dated June 20, 1969 and the agreement between Federated and County dated February , 1971.

IN WITNESS WHEREOF, the undersigned, representing that they are duly and properly authorized to enter into this Agreement, have cause this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Done at Cincinnati, Ohio, this 5th day of September, 1972.

FEDERATED DEPARTMENT STORES, INC.

(SEAL)

Attest: _____ By _____
Secretary Vice President

In the presence of:

Done at Racine, Wisconsin, this 8th day of September, 1972.

RACINE COUNTY

(SEAL)

Attest: _____ By _____

In the presence of:

STATE OF OHIO)
) ss
COUNTY OF HAMILTON)

September 5 1972

On this day, before me, personally appeared JAMES B. SELOMICK and BORIS AMERMAN who being by me duly sworn, did say that they are VICE PRESIDENT and SECRETARY of FEDERATED DEPARTMENT STORES, INC., a Delaware corporation; that they know the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of

said corporation by authority of its Board of Directors; and said [illegible] acknowledged said instrument to be the free act and deed of said corporation.

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Rosemary W. Plogman
Notary Public
ROSEMARY W. PLOGMAN
Notary Public, Hamilton County, Ohio
My Commission Expires Nov. 11, 1972

STATE OF WISCONSIN)
) ss
COUNTY OF RACINE)

September 8th, 1972

On this day, before me, personally appeared Richard E. Carlson who being by me duly sworn, did say that they are [illegible] of RACINE COUNTY, a Wisconsin Quasi-Municipal corporation; that they know the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by proper authority; and said he acknowledged said instrument to be the free act and deed of said corporation.

Dennis D. Flom
Notary Public
Commission Permanent

Exhibit A

This Exhibit A is attached to and forms a part of that certain Agreement entered into as of the 24th day of September, 1972, by and between FEDERATED DEPARTMENT STORES, INC., a Delaware corporation, and RACINE COUNTY, a Wisconsin Quasi-Municipal corporation.

That part of the Southeast 1/4 and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, bounded as follows:

Commence at the Southeast corner of the Southwest 1/4 of said Section 24; run thence S89°28'36"E 992.09 feet on the South line of the said Southeast 1/4; thence N01°33'26"W 61.18 feet to a point on a curve of Southwesterly convexity whose radius is 11,398.29 feet and whose chord bears N88° 00'16"W 474.11 feet, said point being on the Northerly line of right-of-way of State Trunk Highway "11" and the point of beginning of this description; thence Northwesterly 474.14 feet on the arc of said curve and said right-of-way to its point of tangency; thence N86°56'46"W 291.28 feet on said right-of-way to a point of curvature of a curve of Northeasterly convexity whose radius is 11,520.16 feet and whose chord bears N87°35'25"W 446.66 feet; thence Northwesterly 446.69 feet on the arc of said curve and said right-of-way to its point of tangency; thence N89°02'04"W 1902.81 feet on said right-of-way; thence N77°46'59"W 116.17 feet on said right-of-way to its intersection with the Easterly line of right-of-way of State Trunk Highway "31"; thence N11°30'26"E 855.16 feet on said right-of-way; thence N11°49'06"E 534.47 feet on said right-of-way; thence N89°51'41"E 1861.27 feet; thence S00°08'19"E 100.00 feet; thence N89°51'41"E 1068.68 feet to a point on a curve of Northwesterly convexity whose radius is 746.41 feet and whose chord bears S05°18'08"W 186.07 feet; thence Southwesterly 186.62 feet on the arc of said curve to its point of tangency; thence S01°33' 26"E 1188.82 feet to the point of beginning.

Containing approximately 97.75 acres

PREPARED BY:

Ernest H. Scott - Atty.

SUPPLEMENTAL UNDERSTANDING

This Supplemental Understanding, made and entered into this 8th day of September, 1972, by and between FEDERATED DEPARTMENT STORES, INC., a Delaware corporation (hereinafter called "Federated"), and RACINE COUNTY, a Wisconsin Quasi-Municipal corporation (hereinafter called "County").

The County has, as of the date herein, conveyed to Federated, certain real property located in Racine County, Wisconsin, and more particularly described in the Deed from County to Federated as of the date herein.

IT IS AGREED AS FOLLOWS:

That upon written request by Federated to County, the County agrees to promptly take all steps necessary to dedicate and improve or cause to be improved, a North-South public street from State Trunk Highway 11 to 21st Street. Said public street running along and abutting the easterly boundary line of the property conveyed by the County to Federated this date. Nothing contained herein shall prohibit County from dedicating and improving said public street prior to written request by Federated.

As between the County and Federated, it shall be the obligation of Federated to pay any special assessments which may hereafter be levied by the City of Racine for the improvement of said public street for the full width of said street to a length equal to the full width of the said easterly boundary of Federated's property abutting said street.

EXHIBIT 2

The County agrees to reimburse Federated for one-half of the special assessments paid by Federated and to assume the obligation with respect to one-half of any unpaid assessments at the time the County sells or transfers to a non-municipal user the land adjacent and to the east of said public street.

RACINE COUNTY

By: _____
Richard E. LaFave

FEDERATED DEPARTMENT STORES, INC.

By: _____
Boris Auerbach

COUNTY OF RACINE
CORPORATION COUNSEL
COURTHOUSE
RACINE, WISCONSIN 53403
OCTOBER 27, 1972

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MR. ROBERT H. SCOTT, JR.
FEDERATED DEPARTMENT STORES, INC.
222 WEST SEVENTH STREET
CINCINNATI, OHIO 45202

RE: SUPPLEMENTARY AGREEMENT BETWEEN
FEDERATED DEPARTMENT STORES, INC. AND
RACINE COUNTY

DEAR MR. SCOTT:

THIS LETTER AGREEMENT INTERPRETS AND TO THE EXTENT NECESSARY, SUPPLEMENTS THE AGREEMENT BETWEEN THE COUNTY OF RACINE, WISCONSIN, AND FEDERATED DEPARTMENT STORES, INC., A DELAWARE CORPORATION. SAID AGREEMENT WAS DATED SEPTEMBER 8, 1972, AND WILL HEREINAFTER BE CALLED THE "AGREEMENT".

THE PARTIES AGREE THAT FEDERATED MAY CAUSE CERTAIN GRADING (HEREINAFTER DESCRIBED) TO BE DONE ON THE PROPERTY (AS DEFINED IN THE AGREEMENT) WITHOUT THE SAME CONSTITUTING THE "COMMENCING OF CONSTRUCTION" FOR PURPOSES OF PARAGRAPH ONE OF THE AGREEMENT, SAID PARAGRAPH PROVIDING FOR SAID OPTIONS BETWEEN THE PARTIES. THE GRADING CONTEMPLATED HEREIN SHALL CONSTITUTE OF THE FOLLOWING:

> "ANY AND ALL GRADING ON THE PROPERTY TO WHATEVER DEPTH DESIRED, WITHIN THE 25 FT. EASEMENT GRANTED BY THE COUNTY OF RACINE, WISCONSIN TO THE CITY OF RACINE, WISCONSIN WATER DEPARTMENT. SAID EASEMENT GRANTED BY UNRECORDED INSTRUMENT DATED SEPTEMBER 8, 1972."

THIS AGREEMENT SHALL BE EFFECTIVE AS TO EACH PARTY ON THE DATE SET FORTH OPPOSITE THE RESPECTIVE SIGNATURES. WITNESS WHEREOF THE UNDERSIGNED REPRESENTING THAT THEY ARE DULY AND PROPERLY AUTHORIZED TO ENTER INTO THIS INSTRUMENT AND HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICERS AS OF THE DAY AND YEAR SET FORTH BELOW.

DATED THIS 30th DAY OF OCTOBER, 1972.

EXHIBIT 3

RACINE COUNTY

BY: Richard E. LaFave
RICHARD E. LAFAVE, CHAIRMAN
RACINE COUNTY BOARD OF SUPERVISORS

FEDERATED DEPARTMENT STORES, INC.

BY: James B. Klamick
VICE PRESIDENT

BY: Bruce Herbert
SECRETARY

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that FEDERATED DEPARTMENT STORES, INC., a Delaware corporation, Grantor herein, for One Dollar ($1.00) and other good and valuable consideration received to its full satisfaction of RACINE JOINT VENTURE, Grantee herein, a general partnership, whose tax mailing address will be 25425 Center Ridge Road, Cleveland, Ohio 44145, does hereby give, grant, bargain, sell and convey to the Grantee the following described premises:

That part of the SW 1/4 of Section 24, Town 3 North Range 22 East, City of Racine, Racine County, Wisconsin, bounded and described as follows:

Commencing at the SE corner of the SW 1/4 of said Section 24; thence S 89° 28' 36" E, 992.09 feet; thence N 1° 33' 26" W, 1,250.00 feet; thence N 5° 18' 08" E, 186.17 feet; thence S 89° 51' 41" W, 1,068.68 feet to the point of beginning of this description; thence S 30° 57' 56" W, 141.01 feet; thence N 89° 02' 04" W, 355.14 feet; thence S 00° 57' 56" W, 222.87 feet; thence N 89° 02' 04" W, 250.00 feet; thence S 00° 57' 56" W, 159.83 feet; thence N 89° 02' 04" W, 160.00 feet; thence S 00° 57' 56" W, 32.42 feet; thence N 89° 02' 04" W, 97.33 feet; thence N 00° 57' 56" E, 32.42 feet; thence N 89° 02' 04" W, 96.00 feet; thence N 00° 57' 56" E, 102.17 feet; thence N 89° 02' 04" W, 50.00 feet; thence N 29° 02' 04" W, 69.28 feet; thence N 89° 02' 04" W, 340.00 feet; thence N 29° 02' 04" W, 388.79 feet; thence N 89° 02' 04" W, 230.00 feet to the easterly right-of-way line of State Trunk Highway 31; thence N 11° 49' 06" E along said right-of-way line, 71.28 feet; thence N 89° 51' 41" E, 1,861.27 feet; thence S 1° 08' 19" E, 100.00 feet to the point of beginning of this description. Parcel contains 15.000 acres.

TO HAVE AND TO HOLD, the above granted and bargained premises together with all appurtenances thereunto belonging to the Grantee, its successors and assigns forever, but subject to restrictions, easements, reservations, covenants and conditions of record, zoning ordinances, if any and real estate taxes and assessments, both general and special, not yet due and owing.

EXHIBIT 4

And the Grantor covenants with the Grantee, its successors and assigns, that at and until the ensealing of these presents, the granted premises are free from all encumbrances made by the Grantor, other than those to which this grant has been made subject, and that it does warrant and will defend the same to the Grantee, its successors and assigns, forever against the lawful claims and demands of all persons claiming by, through, or under the Grantor but against none other.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officers as of this _____ day of _____, 1977.

In the Presence of: FEDERATED DEPARTMENT STORES, INC. (Seal)

_____ By _____
Vice President

1009557

_____ Attest _____
Assistant Secretary

Racine County, Wis.
Received for Record ... day of ... A.D., ... at ... o'clock ... M. and recorded in volume 1399 of Records on page 433-451
Stanley J. Bialicki
Register of Deeds

20.00

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named FEDERATED DEPARTMENT STORES, INC., a corporation, by _____, its _____ and _____, its _____, who acknowledged that they, being duly authorized, did affix the seal of said corporation and execute the foregoing instrument on behalf of said corporation for the purposes therein contained and that the same is their free act and deed as such officers and individually.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 1977.

_____
Notary Public

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1009558

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Racine County, Wis.
Received for Record
September 1, 1977 at 7:32 o'clock A. M. and recorded in Volume 1399 of Records on page 452-459
Stanley F. Piatek
Register of Deeds
9.00

1009558

1399-452

Sept. 1, 1977

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, made and entered into as of the 24th day of August, 1977, by and between RACINE JOINT VENTURE, a general partnership (hereinafter called "JVJ") and RACINE COUNTY, a Wisconsin Quasi-Municipal corporation (hereinafter called "County").

W I T N E S S E T H:

WHEREAS, Federated Department Stores, Inc., a Delaware corporation (hereinafter called "Federated") and County entered into a certain Agreement, dated September 8, 1972 and recorded in Volume 1149, Page 259 as #907926 in the Office of the Register of Deeds of Racine County, Wisconsin (hereinafter called "Agreement") which contains, inter alia, an option in favor of County to purchase from Federated and an option in favor of Federated to sell to County certain property acquired by Federated from County which is described on Exhibit A thereto on terms and conditions set forth therein in the event that Federated has not commenced or caused to be commenced the construction of a regional shopping center, as therein defined, on said property on or before September 8, 1977;

WHEREAS, Federated and County entered into a certain Supplemental Understanding, dated September 8, 1972 (hereinafter called "Supplemental Understanding") which sets forth certain obligations of the parties thereto with respect to the improvement of a north-south public street from State Trunk Highway 11 to 21st Street along the easterly boundary line of the property described on Exhibit A to the Agreement and the obligation of Federated to pay any special assessments which may be levied by the City of Racine for the improvement of said public street and the obligation of the County to make partial reimbursement to Federated for such special

assessment in the event the County sells or transfers to a non-municipal user the land adjacent and to the east of said public street;

WHEREAS, County and Federated entered into Supplementary Agreement, dated October 27, 1972 (hereinafter called "Supplementary Agreement") interpreting and supplementing the Agreement to the effect that grading on the property described in Exhibit A to the Agreement within the 25' easement granted by the County of Racine, Wisconsin to the City of Racine, Wisconsin, Water Department shall not constitute "commencing of construction" within the meaning of Paragraph 1 of the Agreement;

WHEREAS, the Agreement, Supplemental Understanding and Supplemental Agreement are hereinafter collectively referred to as the "County Agreement"); and

WHEREAS, Federated has assigned all of its rights, duties and obligations under the County Agreement to JVJ and JVJ has assumed all of the rights, duties and obligations of Federated under the County Agreement and County has consented to such assignment and assumption and released Federated from any and all duties, obligations and liability under the County Agreement pursuant to a certain Assignment, Assumption, Consent and Release, by and among such parties, dated as of the 22nd day of August, 1977; and

WHEREAS, the parties hereto are desirous of amending the County Agreement as hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) paid by each party to the other and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Paragraph 1 of the Agreement is hereby deleted and the following is substituted in lieu thereof as fully as if originally incorporated therein:

"1. Options.

(a) If on or before September 8, 1980 JVJ has not commenced or caused to be commenced the construction of a regional shopping center (as hereinafter defined in Paragraph 2) on the Property, County shall have the option to purchase the Property from JVJ and JVJ thereupon agrees to sell the Property to County. In the event the above option is exercised, the purchase price for the Property shall be Seven Hundred Nine Thousand Four Hundred Seventy Five and 15/100 Dollars ($709,475.15), plus the amount, if any, expended by Federated or JVJ for any public or private physical improvements made upon or for the benefit of the Property before the exercise of the option (excluding amounts expended for any physical improvements to the Property made after the date hereof which are of the type described in subparagraph (i) of this Paragraph 1), less the sum of Three Hundred Thousand Dollars ($300,000). Said option shall be exercised by County giving written notice to JVJ within sixty (60) days after September 8, 1980. Within sixty (60) days after exercise of the option JVJ shall give written notice to County of the amount of the purchase price determined as aforesaid. The sale shall be closed at a mutually agreed time and place within ninety (90) days after exercise of the option. At the closing JVJ shall tender to County its Special Warranty Deed conveying title to the Property to County and County shall tender to JVJ its certified check for the purchase price.

"(b) For purposes of this Paragraph 1:

(i) Construction of a regional shopping center shall be deemed commenced at such time as grading or like site work (such as retention

basins and/or underground utility lines) or any other on-site improvements is commenced to the extent that not less than the aggregate sum of Three Hundred Thousand Dollars ($300,000) has been expended therefor.

(ii) Private improvements shall include, without limitation, off-site and on-site utility and road improvements but shall not include architectural and other professional fees."

2. The words "Boston Store" appearing in the fifth (5th) line of Paragraph 2 of the Agreement are hereby deleted and the words "J. C. Penney Store" are hereby substituted in lieu thereof as fully as if originally incorporated therein.

3. The name and address of Federated Department Stores, Inc. set forth in Paragraph 11(d) of the Agreement, relating to notices, is hereby deleted and the following is substituted in lieu thereof as fully as if originally incorporated therein: "Racine Joint Venture, c/o Jacobs, Visconsi & Jacobs Co., 25425 Center Ridge Road, Cleveland, Ohio 44145, Attention: Richard E. Jacobs".

4. For purposes of this Amendment to Agreement, JVJ shall mean Racine Joint Venture and not its successors or assigns unless such successor or assignee has been approved in advance by the County.

5. Except as herein expressly amended, said County Agreement is hereby ratified and affirmed and shall continue in full force and effect in accordance with its terms.

6. This Amendment to Agreement shall be effective only in the event that on or before September 8, 1977 there shall have been filed for record with the Recorder of Deeds of Racine County, Wisconsin, a Deed duly executed and delivered by Federated to JVJ, in the form attached hereto as Exhibit

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A and made a part hereof, whereby JVJ will have acquired title to the remainder of the property which is the subject of the County Agreement and following recording of said Deed the provisions of this Amendment to Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. If by such date the said Deed is not so filed, this Amendment to Agreement shall be null and void and of no force or effect.

IN WITNESS WHEREOF, the undersigned, representing that they are duly and properly authorized to enter into this Amendment to Agreement, have caused this instrument to be executed by their duly authorized representatives as of the day and year first above written.

Done at Cleveland, Ohio, this 24th day of August, 1977.

In the Presence of:

Carol Roush

Gladys Wagner

RACINE JOINT VENTURE (Seal)

By Richard E. Jacobs
Richard E. Jacobs, General Partner

By David H. Jacobs
David H. Jacobs, General Partner

In the Presence of:

Glen Hodil

John Bielajew

RACINE COUNTY (Seal)

By Edwood E. Hughes

Attest

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this 24th day of August, 1977, personally appeared Richard E. Jacobs and David H. Jacobs, who being by me duly sworn, did say that they are each general partners of RACINE JOINT VENTURE, a General Partnership; that said instrument was signed and sealed on behalf of said partnership by proper authority and, further, acknowledged said instrument to be the free act and deed of said partnership.

Timothy E. Kramer
Notary Public

My Commission ~~Expires:~~ has no expiration

TIMOTHY E. KRAMER, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

On this 30th day of August, 1977, before me, personally appeared Elwood E. Hoeppner & Dennis Kornwolf, who being by me duly sworn, did say that he is an officer of RACINE COUNTY, a Wisconsin Quasi-Municipal Corporation; that he knew the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by proper authority and, further, acknowledged said instrument to be the free act and deed of said corporation.

John M. Bjelajac
Notary Public
JOHN M. BJELAJAC

My Commission ~~Expires:~~ is permanent

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that FEDERATED DEPARTMENT STORES, INC., a Delaware corporation, Grantor herein, for One Dollar ($1.00) and other good and valuable consideration received to its full satisfaction of RACINE JOINT VENTURE, Grantee herein, a general partnership, whose tax mailing address will be 25425 Center Ridge Road, Cleveland, Ohio 44145, does hereby give, grant, bargain, sell and convey to the Grantee the following described premises:

That part of the SW 1/4 of Section 24, Town 3 North Range 22 East, City of Racine, Racine County, Wisconsin, bounded and described as follows:

Commencing at the SE corner of the SW 1/4 of said Section 24; thence S 89° 28' 36" E, 992.09 feet; thence N 1° 33' 26" W, 1,250.00 feet; thence N 5° 18' 08" E, 186.17 feet; thence S 89° 51' 41" W, 1,068.68 feet to the point of beginning of this description; thence S 30° 57' 56" W, 141.01 feet; thence N 89° 02' 04" W, 355.14 feet; thence S 00° 57' 56" W, 222.87 feet; thence N 89° 02' 04" W, 250.00 feet; thence S 00° 57' 56" W, 159.83 feet; thence N 89° 02' 04" W, 160.00 feet; thence S 00° 57' 56" W, 32.42 feet; thence N 89° 02' 04" W, 97.33 feet; thence N 00° 57' 56" E, 32.42 feet; thence N 89° 02' 04" W, 96.00 feet; thence N 00° 57' 56" E, 102.17 feet; thence N 89° 02' 04" W, 50.00 feet; thence N 29° 02' 04" W, 69.28 feet; thence N 89° 02' 04" W, 340.00 feet; thence N 29° 02' 04" W, 388.79 feet; thence N 89° 02' 04" W, 230.00 feet to the easterly right-of-way line of State Trunk Highway 31; thence N 11° 49' 06" E along said right-of-way line, 71.28 feet; thence N 89° 51' 41" E, 1,861.27 feet; thence S 1° 08' 19" E, 100.00 feet to the point of beginning of this description. Parcel contains 15.000 acres.

#0-454 p
#0-238 p
#0-479 p

TO HAVE AND TO HOLD, the above granted and bargained premises together with all appurtenances thereunto belonging to the Grantee, its successors and assigns forever, but subject to restrictions, easements, reservations, covenants and conditions of record, zoning ordinances, if any and real estate taxes and assessments, both general and special, not yet due and owing.

EXHIBIT A

And the Grantor covenants with the Grantee, its successors and assigns, that at and until the ensealing of these presents, the granted premises are free from all encumbrances made by the Grantor, other than those to which this grant has been made subject, and that it does warrant and will defend the same to the Grantee, its successors and assigns, forever against the lawful claims and demands of all persons claiming by, through, or under the Grantor but against none other.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officers as of this _____ day of _____, 1977.

In the Presence of:

FEDERATED DEPARTMENT STORES, INC. (Seal)

_____

By _____
Vice President

_____

Attest _____
Assistant Secretary

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

9.00

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named FEDERATED DEPARTMENT STORES, INC., a corporation, by _____ _____, its _____ and _____, its _____, who acknowledged that they, being duly authorized, did affix the seal of said corporation and execute the foregoing instrument on behalf of said corporation for the purposes therein contained and that the same is their free act and deed as such officers and individually.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 1977.

_____
Notary Public

VOL 1399 PAGE 459

1097238

Register's Office } SS
Racine County, Wis.
Received for Record 28th day of September A.D. 1981 at 1:30 o'clock P M. and recorded in Volume 1634 of Records on page 430 & 32
Helen M Schuttera
Register of Deeds
$7.00

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 24th day of July, 1981, by and between RACINE JOINT VENTURE, a general partnership (hereinafter referred to as "JVJ"), and RACINE COUNTY, a Wisconsin Quasi-Municipal Corporation (hereinafter called "County").

R E C I T A L S:

Reference is made to a certain Agreement, dated September 8, 1972 executed by Federated Department Stores, Inc., a Delaware corporation (hereinafter referred to as "Federated") and County which was recorded in Volume 1149, Page 259, #907916 in the Office of the Register of Deeds of Racine County, Wisconsin (the "Original County Agreement") and to a certain Supplemental Understanding, dated September 8, 1972 executed by Federated and County, a certain Supplementary Agreement, dated October 27, 1972 executed by Federated and County, a certain Assignment, Assumption, Consent and Release, dated as of October 22, 1977 executed by Federated, JVJ and County and recorded in Volume 1399, Page 433, #1009557 in the Office of the Register of Deeds of Racine County, Wisconsin, a certain Amendment to Agreement, dated as of August 24, 1977 executed by JVJ and County and recorded in Volume 1399, Page 452, #1009558 in the Office of the Register of Deeds of Racine County, Wisconsin and a certain Agreement, dated as of December 14, 1979 executed by JVJ and County and recorded in Volume 1545, Page 215, #1066868 in the Office of the Register of Deeds of Racine County, Wisconsin, all of which pertain to certain obligations and restrictions with reference to the construction of a regional shopping center on a 97.75 acre tract located in the the northeastern quadrant of the intersection of Durand Avenue and Green Bay Road in the City of Racine.

Paragraph 3 of the Original County Agreement provides that no gasoline dispensing facility or free-standing building

1097238
1634-430
Sept. 28, 1981

or structure shall be located nearer than 500 feet from the nearest point of the nearest hospital building presently in existence, without the written consent of the Racine County Board of Supervisors.

JVJ presently owns all of the land which is within 500 feet from the nearest point of the nearest hospital building presently in existence.

JVJ desires to sell to Sears, Roebuck and Co. a portion of the property subject to the foregoing restriction and has requested County to amend the foregoing restriction to permit construction by Sears of building improvements within the restricted area and County is agreeable to such request.

. . . NOW, THEREFORE, in consideration of the premises and for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Paragraph 3 of the original County Agreement is hereby amended to delete therefrom reference to "500 feet" and to substitute therefor, "450 feet".

2. This Supplemental Agreement shall be binding upon and inure to the benefit of JVJ and County and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned, representing that they are duly and properly authorized to enter into this Supplemental Agreement, have caused this instrument to be executed by their duly authorized representatives as of the day and year first above written.

In the Presence of:

Brenda S. Olbrys

Margret Rettman

RACINE JOINT VENTURE

BY R. E. JACOBS

By DAVID H. JACOBS

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1097238

In the Presence of:

Linda D. Callender

Joan C. Taylor

RACINE COUNTY

By E. Elwood Hoeppner

By Dennis Kornwolf

Date 8/10/81
Certified to be correct as to form
By William D. Rock
Racine County Corporation Counsel

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named R. E. Jacobs and David H. Jacobs, to me known to be the persons who executed the within and foregoing instrument, who acknowledged that they were duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that they did execute said instrument on behalf of said partnership and that the same is their free and voluntary act and deed as partners of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 24th day of July, 1981.

SEAL

Notary Public
DAVID W. PANCOAST, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

On this 15th day of August, 1981, before me, personally appeared Elwood Hoeppner, Dennis Kornwolf, who being by me duly sworn, did say that they are officers of RACINE COUNTY, a Wisconsin Quasi-Municipal Corporation; that they knew the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by proper authority and, further, acknowledged said instrument to be the free act and deed of said corporation.

SEAL

Notary Public

My Commission: Expires 9/19/82

This Instrument Prepared By:
David W. Pancoast, Esq.
Jacobs, Visconsi & Jacobs
25425 Center Ridge Road
Cleveland, Ohio 44145

VOL 1634 PAGE 432

1066868

1545-215

Dec. 28, 1979

Executed
December 14, 1979
and
December 13, 1979

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of December, 1979, by and between RACINE JOINT VENTURE, a general partnership (hereinafter called "JVJ"), and RACINE COUNTY, a Wisconsin Quasi-Municipal Corporation (hereinafter called "County").

W I T N E S S E T H:

WHEREAS, Federated Department Stores, Inc., a Delaware Corporation (hereinafter called "Federated") and County entered into a certain Agreement, dated September 8, 1972, and recorded in Volume 1149, Page 259, in the Office of the Register of Deeds of Racine County, Wisconsin (hereinafter called "Agreement"), in connection with the sale by the County to Federated of a parcel of land containing approximately 97.75 acres as more fully described on Exhibit A thereto (hereinafter referred to as the "Property"), which Agreement set forth obligations and restrictions with reference to the construction of a regional shopping center upon the Property, including certain options to repurchase the Property or to cause the Property to be so repurchased in the event such development did not go forward;

WHEREAS, Federated and County entered into a certain Supplemental Understanding, dated September 8, 1972 (hereinafter called "Supplemental Understanding") which sets forth certain obligations of the parties thereto with respect to the improvement of a north-south public street from State Trunk Highway 11 to 21st Street along the easterly boundary line of the Property (now commonly referred to as the "Roosevelt Avenue Extension"), the obligation of Federated

#6.454 R
#6.479 R

to pay any special assessments which may be levied by the City of Racine for the improvement thereof and the obligation of the County to make partial reimbursement to Federated for such special assessment in the event the County sells or transfers to a non-public user the land adjacent and to the east of said public street;

WHEREAS, County and Federated entered into a certain Supplementary Agreement, dated October 27, 1972 (hereinafter called "Supplementary Agreement") interpreting and supplementing the Agreement to the effect that grading on the Property within the twenty-five foot (25') easement granted by the County of Racine, Wisconsin, to the City of Racine, Wisconsin Water Department shall not constitute "commencing of construction" within the meaning of Paragraph 1 of the Agreement;

WHEREAS, Federated, JVJ and County entered into a certain Assignment, Assumption, Consent and Release dated as of August 22, 1977, and recorded in Volume 1399, Page 433, in the Office of the Register of Deeds of Racine County, Wisconsin, pursuant to which Federated assigned all of its rights, duties and obligations under the Agreement, the Supplemental Understanding and the Supplementary Agreement to JVJ and JVJ assumed all of the rights, duties and obligations of Federated under the Agreement, the Supplemental Understanding and the Supplementary Agreement and County consented to such Assignment and Assumption and released Federated from any and all duties, obligations and liability thereunder;

WHEREAS, JVJ and County entered into a certain Amendment to Agreement dated as of August 24, 1977, and recorded in Volume 1399, Page 452, in the Office of the

Register of Deeds of Racine County, Wisconsin (hereinafter called "Amendment to Agreement") for the purpose of amending and clarifying certain portions of the Agreement (the Agreement, the Supplemental Understanding, the Supplementary Agreement and the Amendment to Agreement being hereinafter collectively referred to as the "County Agreement");

WHEREAS, JVJ has developed plans for the improvement of the Property as an enclosed regional mall shopping center and has obtained approval thereof by the Common Council of the City of Racine as a Commercial Planned Unit Development pursuant to applicable provisions of the zoning ordinances of the City of Racine by Resolution No. 6302 and has filed drawings entitled "Racine Mall, An Enclosed Regional Shopping Center Development" consisting of a cover page and ten (10) sheets (the "Final Development Plans"), with the Register of Deeds of Racine County, Wisconsin, plans for such planned unit development consisting of sheets SD1-SD7 and dated December 7, 1979;

WHEREAS, JVJ has heretofore commenced and is in the process of completing rough grading of the Property and in the process thereof has demonstrated to the satisfaction of County that it has expended in excess of Three Hundred Thousand and no/100 Dollars ($300,000.00) so as to satisfy the requirements of having commenced construction of a regional shopping center within the terms of the County Agreement;

WHEREAS, JVJ has negotiated with Federated, J.C. Penney Properties, Inc., and P.A. Bergner & Co. for the sale of certain portions of the Property to such department stores and for the construction and operation on the Property of an

VOL 1545 PAGE 217

enclosed mall, mall stores and retail department stores in accordance with an Easement, Restriction and Operating Agreement to be filed for record in the Office of the Register of Deeds of Racine County, Wisconsin, following the filing of this Agreement and, in connection therewith, has requested that the County enter into this Agreement with JVJ for the purpose of acknowledging that JVJ has satisfied certain of the conditions of the County Agreement and for the purpose of setting forth those obligations of JVJ, its successors and assigns, under the County Agreement which remain applicable; and

WHEREAS, County is agreeable to entering into this Agreement for such purpose in order to permit the present conveyance of portions of the Property to the above-named retail department store operators and to permit later conveyances or leasing of additional portions of the Property to operators of retail department stores and other uses compatible with a regional shopping center.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) paid by each party to the other and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. County does hereby acknowledge that JVJ has commenced construction of a regional shopping center within the definition set forth in Paragraph 1 of the Amendment to Agreement and, accordingly, the County does hereby remise, release, waive and quit claim unto JVJ, its successors and assigns, any right to repurchase the property as so provided in Paragraph 1 of the Amendment to Agreement.

2. County hereby agrees that the shopping center

to be constructed upon the Property in accordance with the aforementioned Easement, Restriction and Operating Agreement, the Final Development Plans and the requirements and conditions of the City of Racine is in full compliance with the minimum requirements of Paragraph 2 of the Agreement as amended by the Amendment to Agreement.

3. County hereby reconfirms its representation and warranty that it has no knowledge of any planned public improvements which may result in special assessments with respect to the Property excepting the Roosevelt Avenue Extension and County does further represent that it has conveyed or has authorized the conveyance of a sixty-six foot (66') wide right-of-way and a required slope easement to the City of Racine to permit the construction of such roadway. JVJ hereby confirms its agreement as set forth in the Supplemental Understanding that as between the County and JVJ, any special assessments which may be hereafter levied by the City of Racine for the improvement of said public street for the full width of said street to a length equal to the full depth of the easterly boundary of the Property shall be assumed by JVJ and/or its successors and assigns which may acquire a portion of the Property so abutting such roadway. County hereby confirms to JVJ its agreement to reimburse JVJ for one-half of the special assessments paid by JVJ and to assume the obligation with respect to one-half of any unpaid assessments in the event the County shall sell or transfer to a non-municipal user the County land next adjacent on the east to the Roosevelt Avenue Extension.

4. County hereby confirms to JVJ that the design of the parking lot lighting shown on the approved Final

VOL 1545 PAGE 219

Development Plans and the location of buildings and any other facilities which might constitute "noise generating areas", all as shown on the approved Final Development Plans, is in full compliance with the requirements of Paragraph 5 of the Agreement and that the construction and use of the improvements as shown thereon is in full compliance with such paragraph.

5. County hereby confirms the abandonment of all its interest, easement, title or other rights whatsoever in the water mains, sanitary sewer, electric and telephone lines and poles located on the Property as provided for in Paragraphs 6, 7 and 8 of the Agreement.

6. County hereby acknowledges that the design of the internal storm drainage system for the Property as shown by the Final Development Plans makes adequate provision for the accommodation of storm water from the roof drainage system for the buildings at High Ridge Hospitals and the normal surface water drainage from the land occupied by the High Ridge Hospitals as presently improved and that the construction of such storm sewer system in accordance with such design shall be in full satisfaction of Paragraph 9 of the Agreement.

7. County and JVJ hereby acknowledge that the foregoing provisions of this Agreement are intended to confirm that so long as construction of the regional enclosed mall shopping center on the Property is undertaken in conformity with the Final Development Plans, the conditions imposed by the City of Racine and the terms and conditions of the Easement, Restriction and Operating Agreement above referred to, all duties and obligations of JVJ under the

County Agreement shall be satisfied. County acknowledges that the above-named department store operators and future department store operators or other users within the Property may rely on the foregoing in acquiring title to portions of the Property.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned, representing that they are duly and properly authorized to enter into this Agreement, have caused this instrument to be executed by their duly authorized representatives as of the day and year first above written.

In the Presence of:

David W Doncoart

Maggie Cachat

RACINE JOINT VENTURE

By: R E Jacobs
R. E. JACOBS

By: Edward H Crane
EDWARD H. CRANE

RACINE COUNTY

Mary Ann Adamski

By Elwood Hoeppner
Elwood Hoeppner
County Board Chairman

Mary C. Thompson

By: Dennis Kornwolf
Dennis Kornwolf
County Clerk

Date 12/13/79
Certified to be correct as to form.
By William Bosch
Racine County Corporation Counsel

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

EDWARD H. CRANE

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named R. E. Jacobs and ~~David W. Jacobs~~, to me known to be the persons who executed the within and foregoing instrument, who acknowledged that they were duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that they did execute said instrument on behalf of said partnership and that the same is their free and voluntary act and deed as partners of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 19th day of December, 1979.

David W. Pancoast
Notary Public
DAVID W. PANCOAST, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

On this 13th day of December, 1979, before me, personally appeared Elwood Hoeppner and Dennis Kornwolf, who being by me duly sworn, did say that they are officers of RACINE COUNTY, a Wisconsin Quasi-Municipal Corporation; that they knew the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by proper authority and, further, acknowledged said instrument to be the free act and deed of said corporation.

Kathleen A. Kremin
Notary Public

My Commission: Expires 9/19/82

This Instrument Prepared By:

David W. Pancoast, Esq.
25425 Center Ridge Road
Cleveland, Ohio 44145

1066868

Register's Office } ss.
Racine County, Wis.
Received for Record 28th day of December A.D. 1979 at 2:15 o'clock P. M. and recorded in Volume 1545 of Records on page 215-222

Stanley F. Bialecki
Register of Deeds

9.00

908515

908515 1150-481 Sept 19, 1972

EASEMENT

An underground water main easement is hereby granted by Racine County to the City of Racine Water Department, along the entire southerly and a portion of the westerly borders of the following described property:

That part of the Southeast 1/4 and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, bounded as follows:

Commence at the Southeast corner of the Southwest 1/4 of said Section 24; run thence S89°28'36"E 992.09 feet on the South line of the said Southeast 1/4; thence NO1°33'26"W 61.18 feet to a point on a curve of Southwesterly convexity whose radius is 11,398.29 ft. and whose chord bears N88°00'16"W 474.11 feet, said point being on the Northerly line of right-of-way of State Trunk Highway "11" and the point of beginning of this description; thence Northwesterly 474.14 feet on the arc of said curve and said right-of-way to its point of tangency; thence N86°48'46"W 291.28 feet on said right-of-way to a point of curvature of a curve of Northeasterly convexity whose radius is 11,520.16 feet and whose chord bears N87°55'25"W 446.66 feet; thence Northwesterly 446.69 feet on the arc of said curve and said right-of-way to its point of tangency; thence N89°02'04"W 1902.81 feet on said right-of-way; thence N77°46'59"W 116.17 feet on said right-of-way to its intersection with the Easterly line of right-of-way of State Trunk Highway "31"; thence N11°30'26"E 855.16 feet on said right-of-way; thence N11°49'06"E 534.47 feet on said right-of-way; thence N89°51'41"E 1861.27 feet; thence SO1°08'19" 100.00 feetE; thence N89°51'41"E 1068.68 feet to a point on a curve of Northwesterly convexity whose radius is 746.41 feet and whose chord bears SO5°18'08"W 186.07 feet; thence Southwesterly 186.62 feet on the arc of said curve to its point of tangency; thence SO1°33'26"E 1188.82 feet to the point of beginning.

Containing 97.75 acres.

This easement shall be along the entire southerly border of the referred-to-property and shall be along said southerly border from a point commencing at the southerly property line and extending in depth 25 ft. inward to the north.

Further, there shall be an easement along a portion of the westerly border of said property from a point commencing on the said westerly property line and extending 25 feet inward to the east. The 25-foot easement on the westerly border of the subject parcel shall extend from that point at the corner of the parcel where the southerly and westerly borders meet and extend to the north for 265 feet.

The easement granted to the City of Racine Water Department shall include a right by the City of Racine Water Department to install, insulate, operate, and maintain an underground water main within the area defined by the easement. It is expressly understood by all parties to this easement, their successors and assigns, that Racine County, its successors and assigns, reserve the right to pave with cement or blacktop the entire area defined in this easement except insofar as it would otherwise be prohibited by law, and to place other utilities within such area. It is understood, however, that no other utility will be placed within eight (8) feet of the underground water main. The City of Racine Water Department will provide, on demand, maps identifying the location of any underground water main installed. Also the City of Racine Water Department will fill and compact any soil removed or displaced during installation of the said underground water main. The City of Racine Water Department agrees to restore any improvements, damaged during the installation, operation, or maintenance of the said water main.

Consideration for this easement shall be $1.00 and other good and valuable consideration, payment of which is made by the City of

Racine Water Department and receipt of which is hereby acknowledged by Racine County.

Dated this 8 day of SEPTEMBER, A.D., 1972.

WITNESSES:

RACINE COUNTY

By: Richard E. La Fave

By: James A. Fay

CITY OF RACINE WATER DEPARTMENT

By: Kenneth L. Buck

By: William H. W. Ittner

908515

Register's Office
Racine County, Wis.
Received for Record 19 Dept. A.D., 19 72 at 3:25 o'clock P M. and recorded in Volume 1150 of Records on page 481-483

Stanley F. Bialecki
Register of Deeds

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4.00

923374

NON-EXCLUSIVE EASEMENT

Dtd & ack March 30, 1973

FOR AND IN CONSIDERATION of the sum of One and No/100 Dollars ($1.00) to it paid, the receipt whereof is hereby acknowledged, FEDERATED DEPARTMENT STORES, INC., a Delaware Corporation, grantor, does hereby by Vice Pres & Secretary 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, in and under the south four (4) feet, the west four (4) feet of the south two hundred sixty-five (265) feet, the north four (4) feet of the south twenty-five (25) feet, the east four (4) feet of the west twenty-five (25) feet of the south two hundred sixty-five (265) feet of grantor's premises in the Southeast One-quarter (SE 1/4) and the Southwest One-quarter (SW 1/4) of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East, City of Racine, Racine County, Wisconsin; said premises being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of said Section 24; run thence S89°28'36"E 992.09 feet on the South line of the said Southeast 1/4; thence N01°33'26"W 61.18 feet to a point on a curve of southwesterly convexity whose radius is 11,398.29 feet and whose chord bears N88°00'16"W 474.11 feet, said point being on the Northerly line of right-of-way of State Trunk Highway "11" and the point of beginning of this description; thence Northwesterly 474.14 feet on the arc of said curve and said right-of-way to its point of tangency; thence N86°48'46"W 291.28 feet on said right-of-way to a point of curvature of a curve of northeasterly convexity whose radius is 11,520.16 feet and whose chord bears N87°55'25"W 446.66 feet; thence Northwesterly 446.69 feet on the arc of said curve and said right-of-way to its point of tangency; thence N89°02'04"W 1902.81 feet on said right-of-way; thence N77°46'59"W 116.17 feet on said right-of-way to its intersection with the Easterly line of right-of-way of State Trunk Highway "31"; thence N11°30'26"E 855.16 feet on said right-of-way; thence N11°49'06"E 534.47 feet on said right-of-way; thence N89°51'41"E 1861.27 feet; thence S01°08'19"E 100.00 feet; thence N89°51'41"E 1068.68 feet to a point on a curve of Northwesterly convexity whose radius is 746.41 feet and whose chord bears S05° 18'08"W 186.07 feet; thence Southwesterly 186.62 feet on the arc of said curve to its point of tangency; thence S01°33'26"E 1188.82 feet to the point of beginning,

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923374

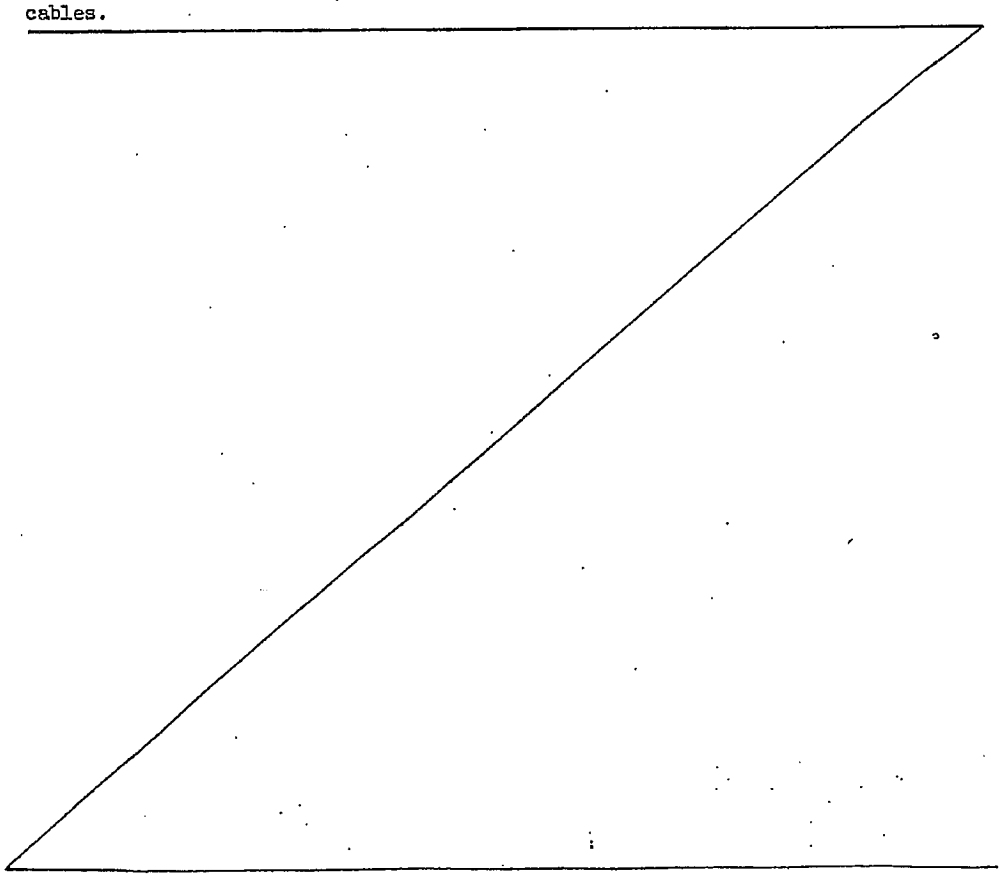
1185-515

June 26, 1973

subject, however, to the unrecorded easement dated September 8, 1972, granted by Racine County, Wisconsin, to the City of Racine, Wisconsin, (Water Department) with respect to said premises.

The right, permission and authority is also granted said grantee to enter upon the portion of the above described premises in and under which an easement is herein granted for the purpose of exercising the rights herein acquired.

It is expressly understood by all parties to this easement, their successors and assigns, that the grantor, its successors and assigns, reserve the right to pave with cement or blacktop and to otherwise use and enjoy the surface of the entire area defined in this easement except insofar as it would otherwise be prohibited by law and to place other utilities within such area. It shall be an express condition of this easement that the grantee will fill and compact any soil removed or displaced during installation of the said underground electric current conduits and cables. The grantee further agrees to restore any improvements damaged during the construction, installation, operation, maintenance or replacement of the said electric current conduits and cables.



IN WITNESS WHEREOF, the said FEDERATED DEPARTMENT STORES, INC., has caused these presents to be signed by its Vice - president and attested to by its - Secretary, and its corporate seal hereunto affixed this 30th day of March, 1973

In Presence of:

Sylvia J. Zinc

Jane A. Greensmith

FEDERATED DEPARTMENT STORES, INC.

By James B. Seldnick Vice President

ATTEST:

By Boris Auerback Secretary

STATE OF OHIO)
) SS.
Hamilton County)

Personally came before me this 30th day of March, 1973, James B. Seldnick, Vice - President and Boris Auerback, _____ Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice - President and _____ Secretary of the above named corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said corporation, by its authority.

Rosemary Alexander
Notary Public, ROSEMARY ALEXANDER
Notary Public, Hamilton County, Ohio
My Commission Expires Nov. 1, 1977

My commission expires

Register's Office
Racine County, Wis. } SS.
Received for Record 26th day of June A.D., 1973 at 1:33 o'clock P M. and recorded in Volume 1185 of Records on page 515-517

923374

Stanley F. Bialecki
Register of Deeds

4.00

I.D.O. R-545
6-30 91-5000
SDS 4-27-73
[illegible] 4-27-73

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THIS INSTRUMENT WAS DRAFTED BY RICHARD G. FOLLACK
ON BEHALF OF WISCONSIN ELECTRIC POWER COMPANY

DOCUMENT #

1727848

Document Number

CONVEYANCE OF RIGHTS IN LAND

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2000 MAY 16 AM 8:55

MARK A. LADD
REGISTER OF DEEDS

12

RETURN TO:
WISCONSIN DEPARTMENT OF
TRANSPORTATION
P O BOX 798
WAUKESHA, WI 53187-0798

CONVEYANCE OF RIGHTS IN LAND, made by **WISCONSIN ELECTRIC POWER COMPANY**, grantor, hereby grants to the **STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION,** grantee, for the sum of $1.00 (one dollar), and other good and valuable consideration, acknowledged hereby to be payment in full for the easement and rights herein conveyed, ~~and for all damages, including the relocation or other alteration of certain transmission lines and supporting structures~~ and the right to cross, traverse, or otherwise occupy with a public highway certain lands in, on, or over which the grantor holds prior rights by virtue of ~~title~~, easement, license, or other legal device. The said lands are situated in the City of Racine and Town of Mt. Pleasant, Racine County, Wisconsin, and are shown on the map marked Plat of Right-of-Way required for Project I.D 3340-00-23, filed by the grantee with the County Clerk and the County Highway Committee of the said County as required by Section 84.09(1), Wisconsin Statutes. Said map marked Plat of Right-of-Way bears a revision date of May 20, 1999.

Legal Description: Located in the Southwest ¼ of Section 24, Township 3 North, Range 22 East, in the City of Racine, and also in the Northwest ¼ of Section 25, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, all in Racine County, Wisconsin; that part of the following easements recorded in the Register of Deeds for Racine County:

(Parcel Identification Number)

Dated March 19, 1993, recorded March 30, 1993 in Volume 2236, Page 813, as Document No. 1411772;
Tax ID 51-008-03-22-25-052-000 Parcel 43

Dated March 30, 1973, recorded June 26, 1973 in Volume 1185, Page 515, as Document No. 923374.
Tax ID 23876-43 Parcel 44.

All lying within the right of way acquired or to be acquired for STH 31 under Project ID 3340-00-23, Parcel 90.

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

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

This grant shall be binding on the grantor, grantee, and their successors or assigns.

Dated this 19th day of January 2000.

WISCONSIN ELECTRIC POWER COMPANY

By: Michael James

Michael James
Manager of Property Management

Project I.D. 3340-01-43
Parcel 90 (Electric Operations)

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 19th day of January, 2000, Michael James, Manager of Property Management for **WISCONSIN ELECTRIC POWER COMPANY**, known to me to be the person who executed the foregoing instrument and to me known to be such Manager of Property Management of said corporation, and acknowledged that he executed the foregoing instrument in such capacity.

Teresa M. Kochaver
Notary Public State of Wisconsin
My commission expires April 21, 2002

WE File No. 970142

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This instrument was drafted by Tim Eckblad on behalf of Wisconsin Electric Power Company.

1090857

ELECTRIC EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) in hand paid to it, the receipt whereof is hereby acknowledged, RACINE JOINT VENTURE, an Ohio partnership, Grantor does hereby convey unto

WISCONSIN ELECTRIC POWER COMPANY

Grantee, its successors and assigns, the right, permission and authority to construct, install, operate, repair, maintain and replace conduit and cables underground, together with manholes and other appurtenant equipment; also the right to construct, install, operate, maintain and replace electric pad-mounted transformer(s), together with concrete slab(s) and other necessary and usual appurtenant equipment above ground as shown on the attached Exhibit A, all for the purpose of transmitting electric energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, upon, across, within and beneath tracts of land fifteen feet (15') in width being part of the Grantor's premises in the Southeast One-quarter (SE 1/4) and the Southwest One-quarter (SW 1/4) of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East, City of Racine, Racine County, Wisconsin, as shown on the drawing attached hereto, marked Exhibit "A" and made a part hereof, and more fully described on Exhibit "B", attached hereto and made a part hereof, said tracts hereinafter referred to as the Easement Parcel.

The Grantor reserves all uses of the Easement Parcel not inconsistent with this grant, but no buildings or other structures shall be erected or placed on said Easement Parcel by Grantor without the prior written consent of Grantee,

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Oct. 7, 1980

which consent shall not be unreasonably withheld or delayed. The retained rights of the Grantor shall include, but not be limited to, the right to pave over (with such materials as Grantor sees fit) and install curbs, landscaping, sidewalks and gutters, on or over any portions of the Easement Parcel; provided, however, that Grantor will not lower the level of the subgrade within the Easement Parcel by more than four inches (4") without the written consent of Grantee.

Access to the Easement Parcel over the adjoining lands of the Grantor, where necessary, is hereby granted to the Grantee herein, provided, however, that wherever said electric lines and any necessary appurtenances thereto, as hereinbefore described, are reasonably accessible from an adjoining public street or highway, the access shall be from such street or highway and provided, further, that Grantor shall have the right to reasonably designate the area for access to be used by Grantee.

By its acceptance of the within Easement, which acceptance shall be evidenced by the filing of same for record or by use by Grantee of the rights under this Easement, the Grantee covenants and agrees that it will restore the density of subsurface materials and the surface grade to the extent that it may be disturbed during installation of said electric lines and appurtenances, and further agrees that it will perform, at its sole cost, all maintenance, repairs, replacement and restoration of any of the said lines and appurtenances installed within the Easement Parcel necessary to keep the same in good order, and will repair any surface or subsurface improvements damaged or disturbed during the course of any such maintenance, repairs or replacement. This restoration obligation does not apply to the initial installation of said underground and/or above ground electric facilities. The Grantee covenants to undertake any

such maintenance, repairs, replacement and restoration in a manner and at such times so as to minimize interruptions in Grantor's business operations to the extent reasonably possible.

In consideration of the foregoing grant, it is further understood that during the time said electrical facilities are located on the Easement Parcel pursuant to this grant, Grantee will indemnify and save the Grantor, its successors and assigns, harmless from any and all claims for injury to or death of any person or for damages to property of any person arising out of the construction, installation, operation, repair, maintenance and replacement of the aforesaid facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its successors, assigns, employees and agents.

The rights of the Grantee in the Easement Parcel shall be exclusive as to those portions of the Easement Parcel within which said electric facilities shall be installed. Grantee, by its acceptance of this Easement, acknowledges that Grantor may grant additional easement rights contiguous to or across or within portions of the Easement Parcel for the installation, operation, maintenance, repair and restoration of gas lines, sewer lines, water lines and other utilities, so long as such further easement rights do not interfere with Grantee's use of the Easement Parcel. Grantee agrees that it will coordinate its planning and the location or relocation of its facilities with said other utilities and public bodies.

Grantee further agrees by its acceptance of the within Easement that it will, upon written request of Grantor,

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move and relocate all or a portion of the electric lines and appurtenances installed within the Easement Parcel to a location requested by Grantor, provided that Grantor will reimburse Grantee for any cost or expense incurred in such relocation and will grant all necessary easement rights required for the construction and maintenance of such relocated facilities.

The Easement granted herein shall continue for so long as electric service shall be provided by the electric facilities to be installed within the Easement Parcel and in the event that Grantee shall abandon or cease to use the lines and the appurtenances thereto for a period of one (1) year this Easement shall thereupon terminate, and Grantee covenants and agrees to thereupon execute and deliver to Grantor such document(s) as may be requested by Grantor for the purpose of further evidencing the termination of the rights granted hereby.

This Easement shall not be binding upon Grantor until such time as a fully executed copy hereof shall have been delivered by Grantor to Grantee or to Grantee's duly authorized agent or representative.

Grantee agrees to obtain at its sole cost and expense such permits, licenses or other authority which may be validly required from the Municipality, County, State or any other authorities having jurisdiction, before using the Easement Parcel for the purpose herein proposed and agrees to comply with and strictly observe any and all laws, rules, statutes and regulations of any such authorities.

Grantee covenants and agrees that it will not permit or suffer any lien to be put upon or arise or accrue

against the Easement Parcel or any part thereof in favor of any person or persons furnishing either labor or material in any work herein contemplated. Grantee further covenants and agrees to hold Grantor, and the Easement Parcel free from any and all liens, or rights or claims of lien which may or might accrue under or be based upon any mechanic's lien law, so called, of the State of Wisconsin now in force or hereafter to be enacted.

Grantee shall be responsible for all taxes, real or personal, general or special, which are now or may hereafter be imposed upon any improvements Grantee shall install within the Easement Parcel and shall, upon demand, reimburse Grantor for any such taxes which Grantor may be obligated to pay as owner of the fee to the Easement Parcel.

These presents shall be binding upon and inure to the benefit of the Grantor, its successors and assigns, and upon all parties claiming by, through or under it, and the same shall be binding upon and inure to the benefit of the Grantee herein, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of 18th day of July, 1980.

Witnesses:

Brenda B. Olbrys

Margret Kettren

RACINE JOINT VENTURE

By _____ (Seal)
R. E. JACOBS, Partner

By _____ (Seal)
DAVID H. JACOBS, Partner

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named R. E. Jacobs and David H. Jacobs, to me known to be the persons who executed the within and foregoing instrument, who acknowledged that they were duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that they did execute said instrument on behalf of said partnership and that the same is their free and voluntary act and deed as partners of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

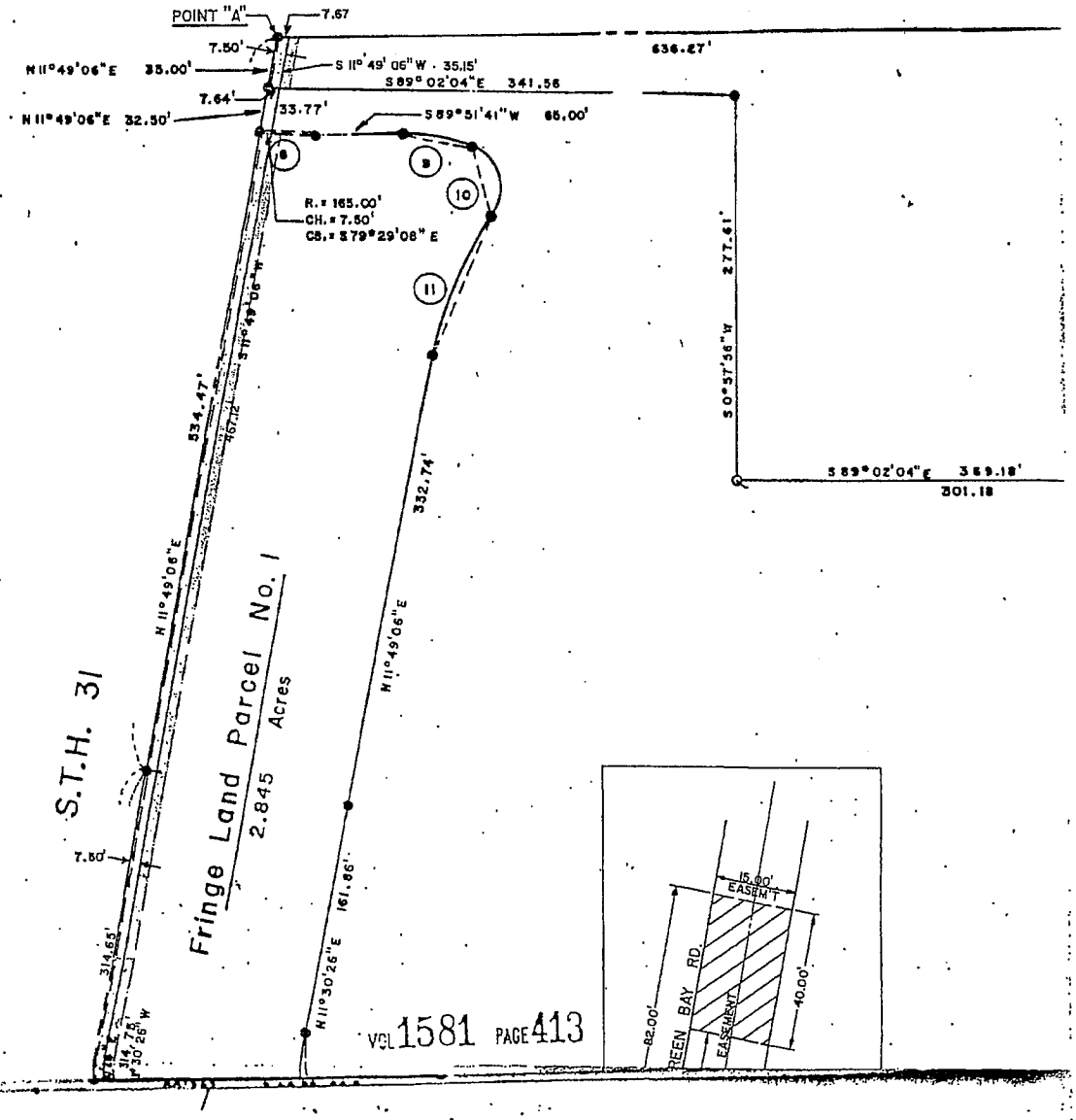
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 18th day of July, 1980.

David W Pancoast
Notary Public

DAVID W. PANCOAST, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

This instrument was drafted by Robert C. Just on behalf of Wisconsin Electric Power Company.

Curve No.	Radius	Central Angle	Chord	Chord Bearing	Tangent	Arc
1.	11,398.29	02°23'00"	474.11	N88°00'16"-W	237.11	474.14
2.	11,520.16	02°13'18"	446.66	N87°55'25"-W	223.37	446.69
3.	167.50	20°30'00"	59.61	S68°14'34"-E	30.29	59.93
4.	192.50	38°59'06"	128.47	S77°29'11"-E	68.14	130.98
5.	30.00	75°29'08"	36.73	S59°14'03"-E	23.22	39.52
6.	445.00	38°13'19"	291.39	S40°36'11"-E	154.19	296.86
7.	30.00	60°40'47"	30.31	S29°22'28"-E	17.56	31.77
8.	165.00	11°57'25"	34.37	S84°09'52"-E	17.28	34.43
9.	117.50	26°58'06"	54.80	S76°39'16"-E	28.18	55.31
10.	30.00	98°14'39"	45.37	S14°02'47"-E	34.66	51.44
11.	275.00	23°15'20"	110.85	S23°26'46"-W	56.59	111.62
12.	445.00	17°37'29"	136.35	S02°41'42"-W	68.99	136.89



Curve No.	Radius	Central Angle	Chord	Chord Bearing	Tangent	Arc
13.	30.00	98°03'10"	45.30	S42°54'33"-W	34.54	51.34
14.	127.50	30°04'19"	66.15	N73°01'49"-W	34.25	66.92
15.	232.50	20°30'00"	82.74	N68°14'34"-W	42.04	83.19
16.	30.00	103°05'35"	46.99	N52°30'44"-E	37.78	53.98
17.	445.00	13°05'35"	101.47	S82°29'17"-E	51.07	101.69
18.	30.00	90°00'00"	42.43	S44°02'04"-E	30.00	47.12
19.	30.00	90°00'00"	42.43	N45°57'56"-E	30.00	47.12
20.	445.00	04°13'20"	32.79	N88°51'16"-E	16.40	32.79
21.	30.00	94°13'20"	43.96	S46°08'44"-E	32.30	49.34
22.	11,520.16	00°59'12"	198.38	N88°32'22"-W	99.19	198.38
23.	338.00	51°42'36"	294.80	S04°53'22"-E	163.70	305.05
24.	423.00	52°06'21"	371.56	N47°01'06"-E	206.79	384.68

N 89° 51'41"E 1661.27'

925.17'

18.00'

S0°57'56"W 164.31'

N89°02'04"W 53.00'

Developer Parcel

34.015 Acres

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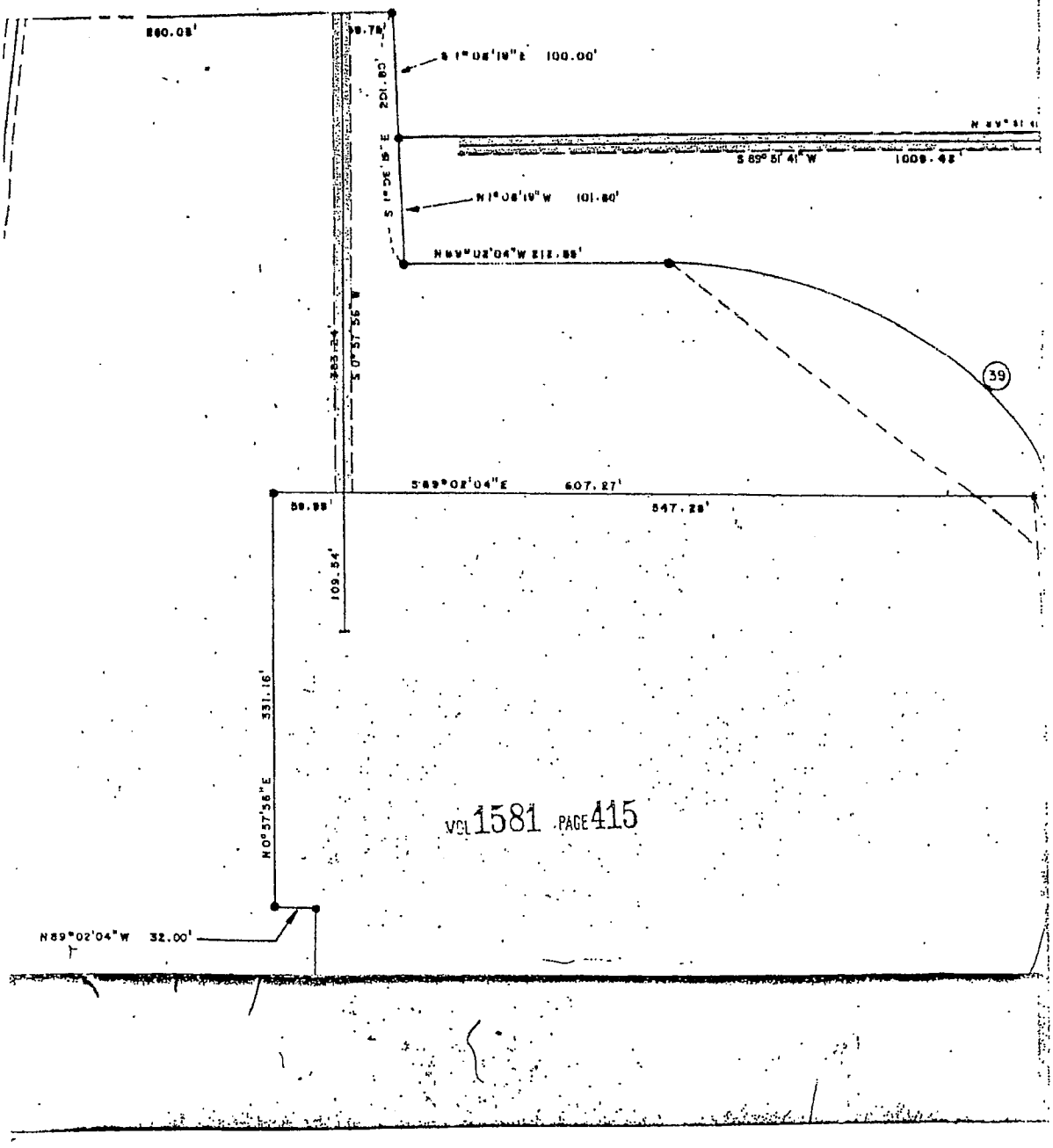
Radius	Central Angle	Chord	Chord Bearing	Tangent	Arc	Curve No.	Radi
11,520.16	00°19'24"	65.00	N87°53'10"W	32.50	65.01	37.	340
30.00	70°19'09"	34.55	N36°07'34"E	21.13	36.82	38.	30
445.00	50°19'09"	378.38	N46°07'30"E	209.02	390.82	39.	360
360.00	20°35'43"	128.71	N10°40'06"E	65.41	129.40		
30.00	93°09'44"	43.58	N46°57'04"E	31.70	48.78		
300.00	19°54'37"	103.73	S76°10'43"E	52.66	104.25		
240.00	18°37'14"	77.66	S75°52'01"E	39.35	78.00		
30.00	83°37'14"	40.00	S41°52'01"E	26.83	44.78		
11,520.16	00°54'42"	183.30	N87°16'07"E	91.65	183.30		
779.41	13°43'08"	186.17	S05°18'08"W	93.76	186.62		
30.00	100°09'52"	46.02	S48°31'10"W	35.86	52.45		
200.00	14°50'08"	51.64	N71°08'42"W	26.04	51.79		



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Angle	Chord	Chord Bearing	Tangent	Arc
›"	134.42	N77°57'29"-W	68.56	135.31
›"	36.45	N51°57'12"-W	22.94	39.17
›"	435.74	N51°47'28"-W	273.68	468.01

REVISIONS

7.00'

R. = 786.91'
CH. = 178.73'
CB. = N 4°57'48"E

eloper Additional
Parcel No. 1
7.282 Acres

7.50'

(37)
N66°33'26"W 287.82'
(30)
S66°33'26"E 282.82'
(36)
(35)
N 01° 33' 26" W
61.31'
(31)
(32)
R = 30.00'
CH = 26.21'
CB = N22°15'48"W

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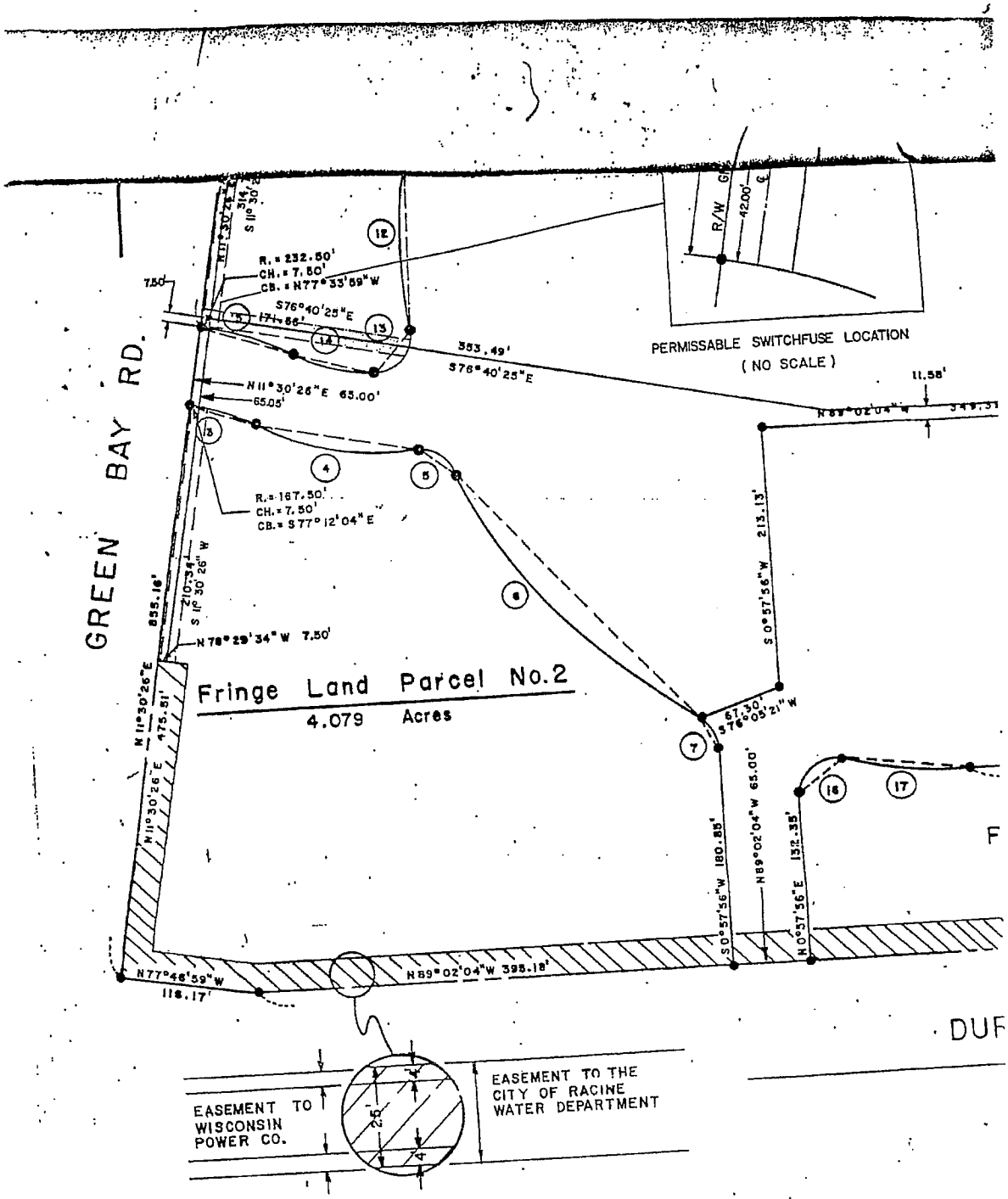
RACINE MALL
RACINE, WISCONSIN

ER RIDGE DESIGN SERVICES, INC., P.A.
24650 Center Ridge Road
Westlake, Ohio 44145

TECT - ENGINEERS - SURVEYORS
AREA CODE - (216) 835-4600



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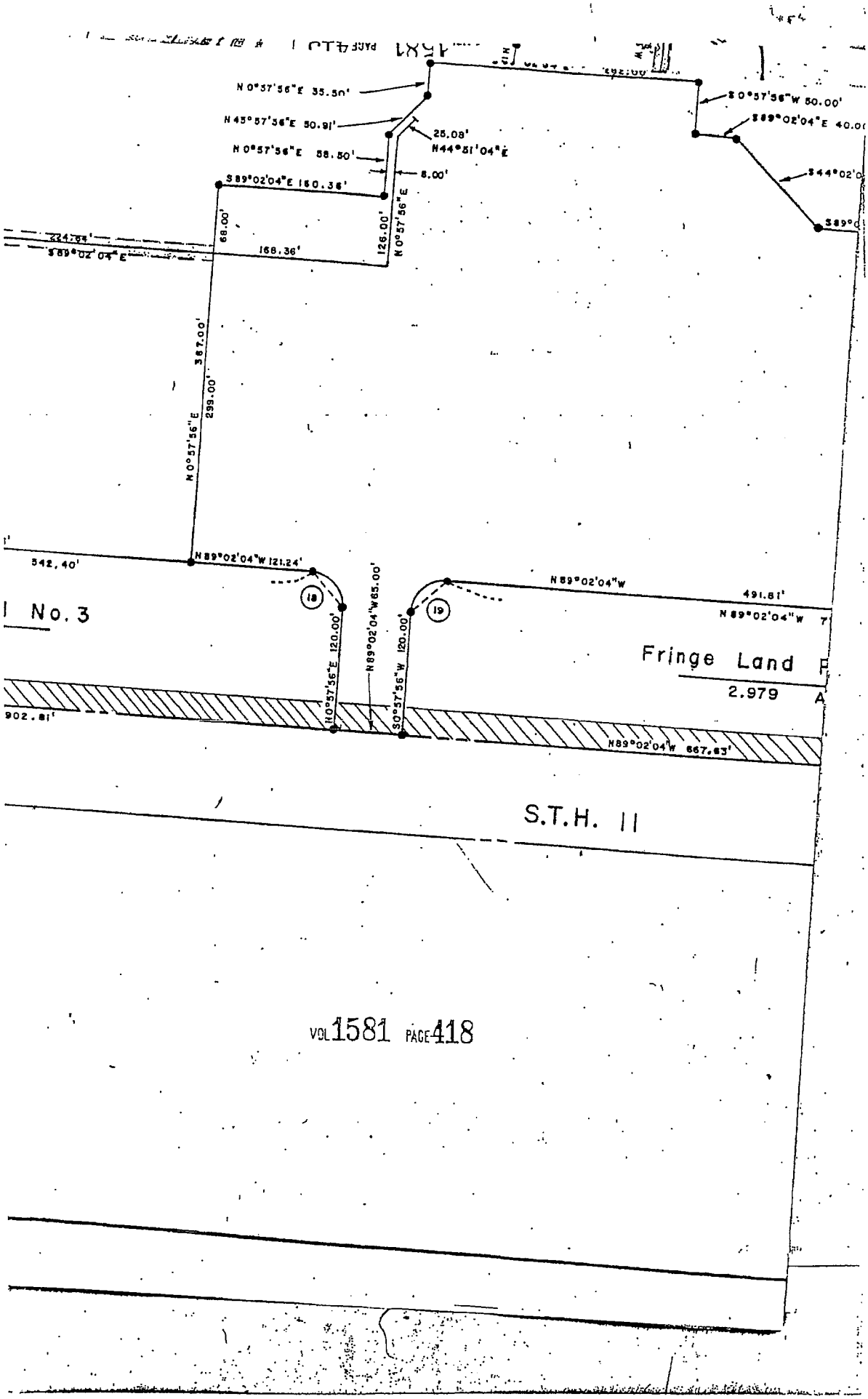
N 0°57'56"E 35.50'
N 45°57'56"E 50.91'
N 0°57'56"E 58.50'
25.08'
N44°51'04"E
8.00'
S 89°02'04"E 160.36'
126.00'
N 0°57'56"E
68.00'
224.64'
S 89°02'04"E
168.36'
387.00'
299.00'
N 0°57'56"E
S 0°57'56"W 50.00'
S 89°02'04"E 40.00'
S 44°02'0
S 89°0
542.40'
N 89°02'04"W 121.24'
18
N 89°02'04"W 85.00'
N 0°57'56"E 120.00'
19
N 89°02'04"W
491.81'
N 89°02'04"W 7
No. 3
Fringe Land
2.979
A
902.81'
S 0°57'56"W 120.00'
N 89°02'04"W 667.83'
S.T.H. 11
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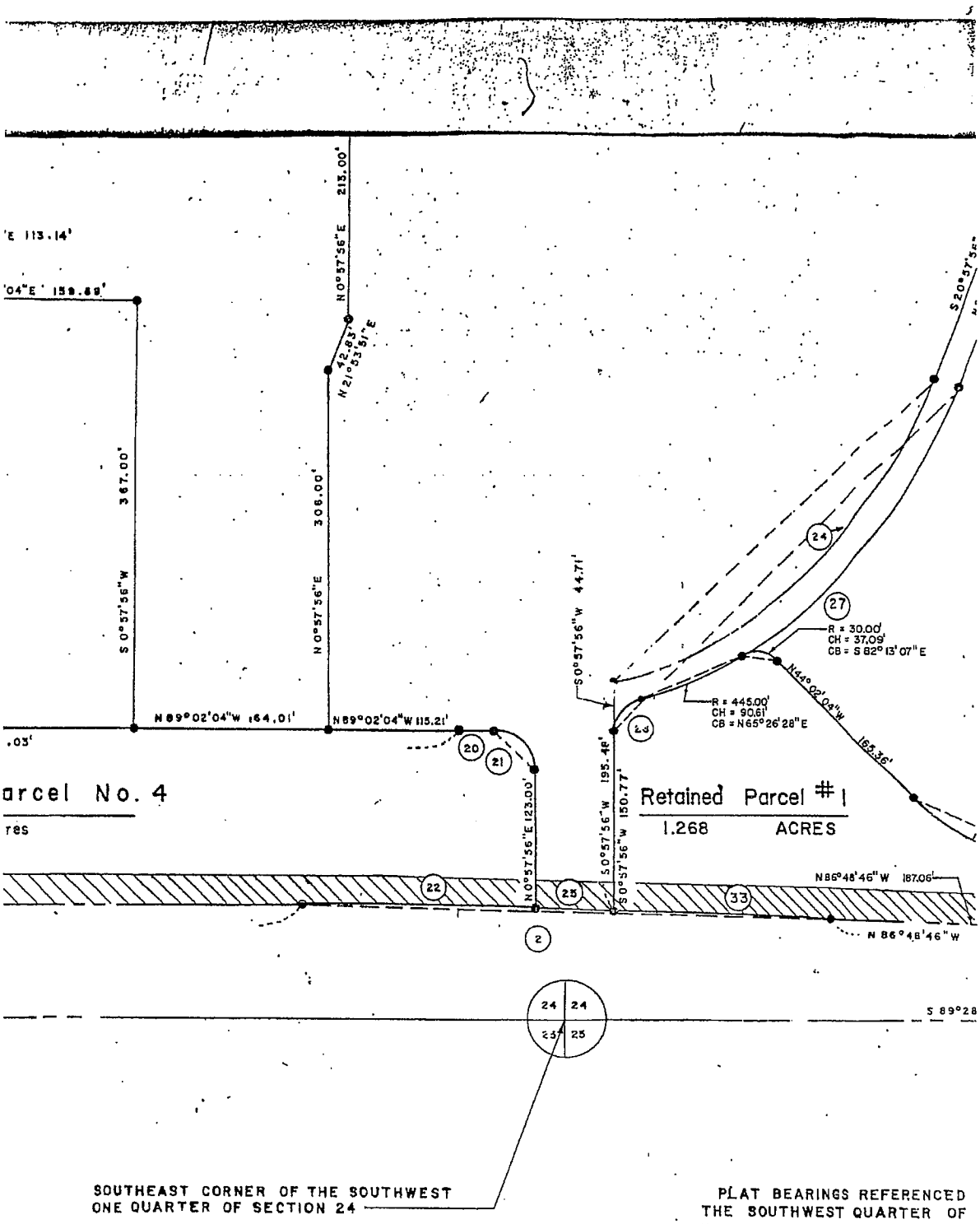

SOUTHEAST CORNER OF THE SOUTHWEST ONE QUARTER OF SECTION 24

PLAT BEARINGS REFERENCED THE SOUTHWEST QUARTER OF NORTH, RANGE 22 EAST

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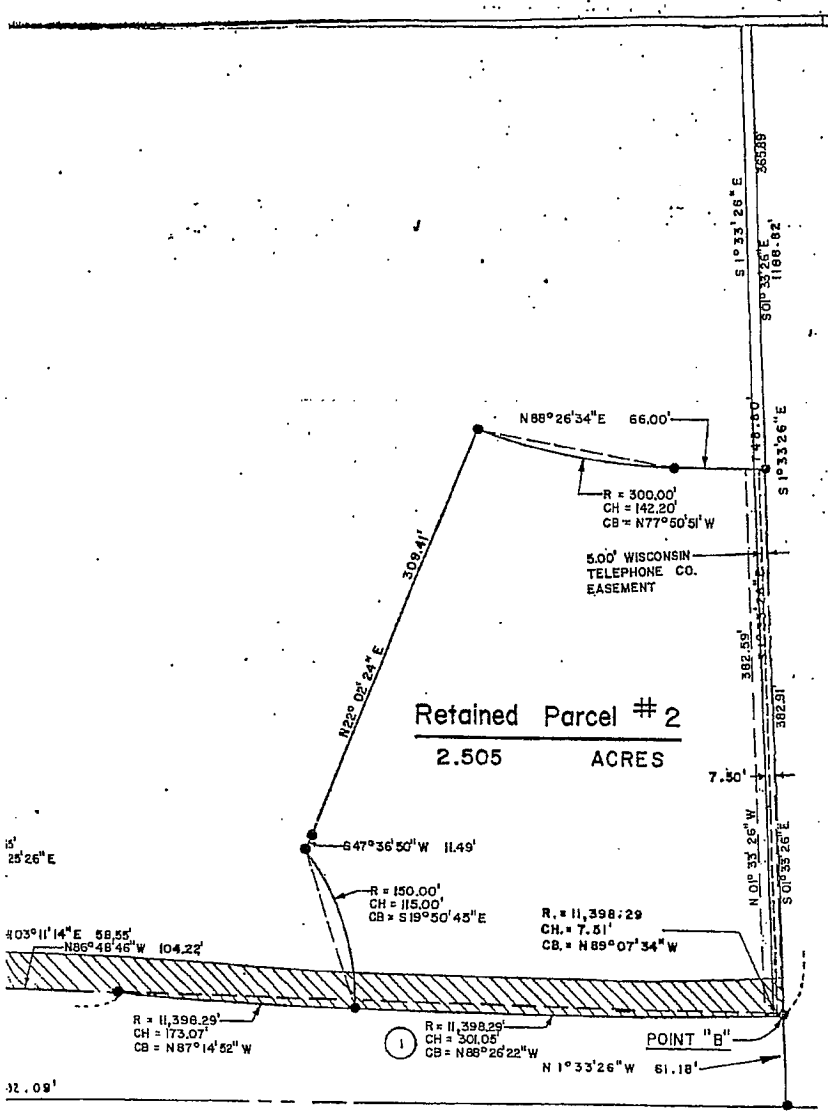

TH LINE OF
, TOWN 3

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PLAT OF EASEMENTS
RACINE JOINT VENTURES

THAT PART OF THE SE 1/4 AND THE SW 1/4 OF SECTION 24, TOWN 3 NORTH, RANGE 22 EAST, CITY OF RACINE, RACINE COUNTY, WISCONSIN.

CENTE
ARCHI

JACOBS, VISCONSI & JACOBS CO.
DEVELOPERS
25425 CENTER RIDGE ROAD
CLEVELAND, OHIO 44145
Area Code 216-871-4800

DRAWN BY:	DATE:
D. HARTSEL	6-19-80
SCALE: 1" = 100'	JOB NUMBER: 1572
REVISED: RUSNAK	DATE: 7-30-80

DRAWING NUMBER:

RM-36

RACINE JOINT VENTURE

WISCONSIN ELECTRIC POWER COMPANY

15.00' EASEMENTS

Being known as that part of the Southeast 1/4 and the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin more particularly bounded and described as follows:

Commencing at the southeast corner of the southwest 1/4 of said Section 24; thence, S89°28'36"E, along the south line of the southwest 1/4 of said Section 24, 992.09 feet to a point; thence, N01°33'26"W, 61.18 feet to a point on the northerly line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°30'26"E, along the easterly right-of-way line of State Trunk Highway 31, 855.16 feet; thence, N11°49'06"E, continuing along the easterly right-of-way line of State Trunk Highway 31, 534.47 feet, to a point which for the purposes of the following legal description shall be known as point "A".

A strip of land fifteen (15) feet wide, being seven point five (7.5) feet wide on either side of the centerlines more fully described as follows:

Commencing at the above described point "A"; thence, N89°51'41"E, 7.67 feet TO THE POINT OF BEGINNING of the centerline to be described; thence S11°49'06"W, 35.15 feet, to the end of the centerline being described.

Commencing at the above described point "A"; thence, N89°51'41"E, 636.27 feet TO THE POINT OF BEGINNING of the centerline to be described; thence S00°57'56"W 324.25 feet, to the end of the centerline being described.

Commencing at the above described point "A"; thence, N89°51'41"E, 636.27 feet; thence, continuing N89°51'41"E, 925.17 feet TO THE POINT OF BEGINNING of the centerline to be described; thence, S05°04'09"W, 494.63 feet, to the end of the centerline being described.

Commencing at the above described point "A"; thence, N89°51'41"E, 636.27 feet; thence, continuing N89°51'41"E, 925.17 feet; thence, continuing N89°51'41"E, 260.05 feet TO THE POINT OF BEGINNING of the centerline to be described; thence, S00°57'56"W, 383.24 feet, to the end of the centerline being described.

EXHIBIT "B"

Commencing at the above described point "A"; thence, S11°49'06"W, 35.00 feet; thence, S89°02'04"E, 341.56 feet; thence, S00°57'56"W, 277.61 feet; thence, S89°02'04"E, 369.18 feet; thence, S00°57'56"W, 104.31 feet; thence, N89°02'04"W, 53.00 feet; thence, S00°57'56"W, 463.00 feet TO THE POINT OF BEGINNING of the centerline to be described; thence, S89°02'04"E, 224.64 feet, to the end of the centerline being described.

Commencing at the above described point "A"; thence, S11°49'06"W, 67.50 feet; thence, along the arc of a 165.00 foot radius curve concave to the north, having a chord length of 7.50 feet bearing S79°29'08"E TO THE POINT OF BEGINNING of the centerline to be described; thence, S11°49'06"W, 467.12 feet; thence, S11°30'26"W, 314.75 feet, to the end of the centerline being described.

Commencing at the above described point "A"; thence, S11°49'06"W, along the easterly right-of-way line of State Trunk Highway 31, 534.47 feet; thence, S11°30'26"W, along the easterly right-of-way line of State Trunk Highway 31, 314.65 feet; thence, continuing S11°30'26"W, 65.00 feet; thence, along the arc of a 167.50 foot radius curve, concave to the south, having a chord length of 7.50 feet bearing S77°12'04"E, TO THE POINT OF BEGINNING of the centerline to be described; thence, S11°30'26"W, 210.34 feet, to the end of the centerline being described.

Commencing at the above described point "A"; thence, S11°49'06"W, along the easterly right-of-way line of State Trunk Highway 31, 534.47 feet; thence, S11°30'26"W, along the easterly right-of-way line of State Trunk Highway 31, 307.15 feet TO THE POINT OF BEGINNING of the centerline to be described; thence, S76°40'25"E, 171.66 feet to the end of the centerline being described.

EXHIBIT "B"

Being known as that part of the Southeast 1/4 and the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°26'36"E, along the south line of the southeast 1/4 of said Section 24; 992.09 feet to a point; thence, N01°33'26"W, 61.18 feet to a point on the northerly line of State Trunk Highway 11, said point which for the purposes of the following legal descriptions shall be known as point "B".

A strip of land fifteen (15) feet wide being seven point five (7.5) feet wide on either side of the centerlines more fully described as follows:

Commencing at the above described point "B"; thence, along the arc of a 11,398.29 foot radius curve concave to the north, having a chord length of 7.51 feet bearing N89°07'34"W TO THE POINT OF BEGINNING of the centerline to be described; thence, N01°33'26"W, 382.59 feet, to the end of the centerline being described.

Commencing at the above described point "B"; thence, N01°33'26"W, 748.80 feet to the point of curvature; thence, along the arc of a 30.00 foot radius curve concave to the southwest having a chord length of 21.21 feet bearing N22°15'48"W, TO THE POINT OF BEGINNING of the centerline to be described; thence, N01°33'26"W, 61.31 feet, to the end of the centerline being described.

Commencing at the above described point "B"; thence, N01°33'26"W, 748.80 feet to the point of curvature; thence, along the arc of a 30.00 foot radius curve concave to the southwest having a chord length of 21.21 feet bearing N22°15'48"W, thence, N01°33'26"W, 61.31 feet TO THE POINT OF BEGINNING of the centerline to be described; thence, N01°33'26"W, 358.86 feet to the point of curvature; thence, along the arc of a 786.91 foot radius curve concave to the east, having a chord length of 178.73 feet bearing N04°57'39"E; thence, S89°51'41"W, 1,009.42 feet, to the end of the centerline being described.

EXHIBIT "B"

1080257

Register's Office } ss.
Racine County, Wis.
Received for Record 5th day of October A.D. 1980 at 12:05 o'clock P. M. and recorded in Volume 1581 of Records on page 402-423

Stanley F. Bialecki
Register of Deeds

VOL 1581 PAGE 423

18.00

1089053

1609-229

April 13, 1981

ELECTRIC EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) in hand paid to it, the receipt whereof is hereby acknowledged, RACINE JOINT VENTURE, an Ohio partnership, Grantor does hereby convey unto

WISCONSIN ELECTRIC POWER COMPANY

Grantee, its successors and assigns, the right, permission and authority to construct, install, operate, repair, maintain and replace conduit and cables underground, together with manholes and other appurtenant equipment; also the right to construct, install, operate, maintain and replace electric pad-mounted transformer(s), together with concrete slab(s) and other necessary and usual appurtenant equipment above ground as shown on the attached Exhibit A, all for the purpose of transmitting electric energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, upon, across, within and beneath tracts of land fifteen feet (15') in width being part of the Grantor's premises in the Southwest One-quarter (SW 1/4) of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East, City of Racine, Racine County, Wisconsin, as shown on the drawing attached hereto, marked Exhibit "A" and made a part hereof, and more fully described on Exhibit "B", attached hereto and made a part hereof, said tracts hereinafter referred to as the Easement Parcel.

The Grantor reserves all uses of the Easement Parcel not inconsistent with this grant, but no buildings or other structures shall be erected or placed on said Easement Parcel by Grantor without the prior written consent of Grantee,

which consent shall not be unreasonably withheld or delayed. The retained rights of the Grantor shall include, but not be limited to, the right to pave over (with such materials as Grantor sees fit) and install curbs, landscaping, sidewalks and gutters, on or over any portions of the Easement Parcel; provided, however, that Grantor will not lower the level of the subgrade within the Easement Parcel by more than four inches (4") without the written consent of Grantee.

Access to the Easement Parcel over the adjoining lands of the Grantor, where necessary, is hereby granted to the Grantee herein, provided, however, that wherever said electric lines and any necessary appurtenances thereto, as hereinbefore described, are reasonably accessible from an adjoining public street or highway, the access shall be from such street or highway and provided, further, that Grantor shall have the right to reasonably designate the area for access to be used by Grantee.

By its acceptance of the within Easement, which acceptance shall be evidenced by the filing of same for record or by use by Grantee of the rights under this Easement, the Grantee covenants and agrees that it will restore the density of subsurface materials and the surface grade to the extent that it may be disturbed during installation of said electric lines and appurtenances, and further agrees that it will perform, at its sole cost, all maintenance, repairs, replacement and restoration of any of the said lines and appurtenances installed within the Easement Parcel necessary to keep the same in good order, and will repair any surface or subsurface improvements damaged or disturbed during the course of any such maintenance, repairs or replacement. This restoration obligation does not apply to the initial installation of said underground and/or above ground electric facilities. The Grantee covenants to undertake any

such maintenance, repairs, replacement and restoration in a manner and at such times so as to minimize interruptions in Grantor's business operations to the extent reasonably possible.

In consideration of the foregoing grant, it is further understood that during the time said electrical facilities are located on the Easement Parcel pursuant to this grant, Grantee will indemnify and save the Grantor, its successors and assigns, harmless from any and all claims for injury to or death of any person or for damages to property of any person arising out of the construction, installation, operation, repair, maintenance and replacement of the aforesaid facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its successors, assigns, employees and agents.

The rights of the Grantee in the Easement Parcel shall be exclusive as to those portions of the Easement Parcel within which said electric facilities shall be installed. Grantee, by its acceptance of this Easement, acknowledges that Grantor may grant additional easement rights contiguous to or across or within portions of the Easement Parcel for the installation, operation, maintenance, repair and restoration of gas lines, sewer lines, water lines and other utilities, so long as such further easement rights do not interfere with Grantee's use of the Easement Parcel. Grantee agrees that it will coordinate its planning and the location or relocation of its facilities with said other utilities and public bodies.

Grantee further agrees by its acceptance of the within Easement that it will, upon written request of Grantor,

move and relocate all or a portion of the electric lines and appurtenances installed within the Easement Parcel to a location requested by Grantor, provided that Grantor will reimburse Grantee for any cost or expense incurred in such relocation and will grant all necessary easement rights required for the construction and maintenance of such relocated facilities.

The Easement granted herein shall continue for so long as electric service shall be provided by the electric facilities to be installed within the Easement Parcel and in the event that Grantee shall abandon or cease to use the lines and the appurtenances thereto for a period of one (1) year this Easement shall thereupon terminate, and Grantee covenants and agrees to thereupon execute and deliver to Grantor such document(s) as may be requested by Grantor for the purpose of further evidencing the termination of the rights granted hereby.

This Easement shall not be binding upon Grantor until such time as a fully executed copy hereof shall have been delivered by Grantor to Grantee or to Grantee's duly authorized agent or representative.

Grantee agrees to obtain at its sole cost and expense such permits, licenses or other authority which may be validly required from the Municipality, County, State or any other authorities having jurisdiction, before using the Easement Parcel for the purpose herein proposed and agrees to comply with and strictly observe any and all laws, rules, statutes and regulations of any such authorities.

Grantee covenants and agrees that it will not permit or suffer any lien to be put upon or arise or accrue

against the Easement Parcel or any part thereof in favor of any person or persons furnishing either labor or material in any work herein contemplated. Grantee further covenants and agrees to hold Grantor, and the Easement Parcel free from any and all liens, or rights or claims of lien which may or might accrue under or be based upon any mechanic's lien law, so called, of the State of Wisconsin now in force or hereafter to be enacted.

Grantee shall be responsible for all taxes, real or personal, general or special, which are now or may hereafter be imposed upon any improvements Grantee shall install within the Easement Parcel and shall, upon demand, reimburse Grantor for any such taxes which Grantor may be obligated to pay as owner of the fee to the Easement Parcel.

These presents shall be binding upon and inure to the benefit of the Grantor, its successors and assigns, and upon all parties claiming by, through or under it, and the same shall be binding upon and inure to the benefit of the Grantee herein, its successors and assigns.

This Easement is an addition to and an extension of an Electric Easement granted to Grantee by Grantor which was recorded on October 7, 1980 in the Register of Deeds for Racine County, Wisconsin in Volume 1581, Page 407 as Instrument No. 1080257.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of 19th day of January, 1981.

Witnesses:

RACINE JOINT VENTURE

By _____
R. E. JACOBS

By _____
DAVID H. JACOBS

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named R. E. Jacobs and David H. Jacobs, to me known to be the persons who executed the within and foregoing instrument, who acknowledged that they were duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that they did execute said instrument on behalf of said partnership and that the same is their free and voluntary act and deed as partners of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

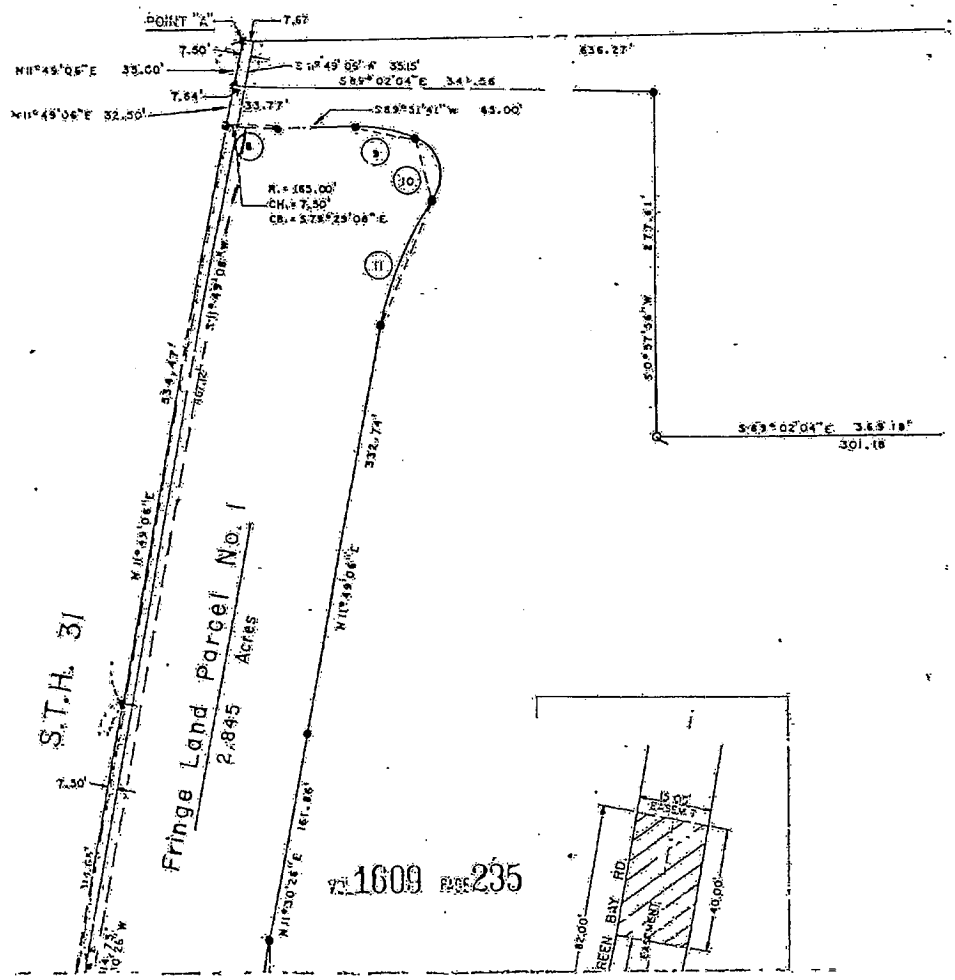
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 19th day of January, 1981.

David W. Peacock
Notary Public
DAVID W. PEACOCK, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date,
Section 147.03 R.C.

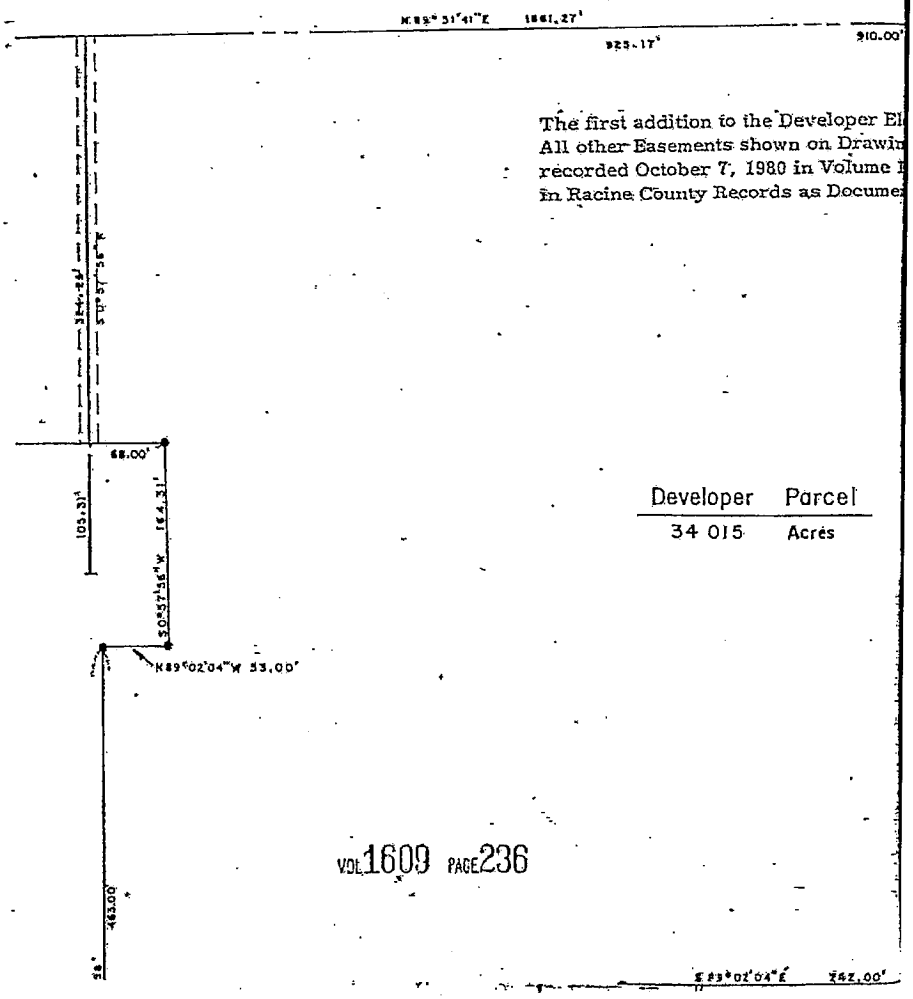
This instrument was drafted by Robert C. Just on behalf of Wisconsin Electric Power Company.

I.D.O: 590533 2A

No.	Radius	Central Angle	Arc	Chord Bearing	Tangent	Chord
1.	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2.	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3.	107.50	20°30'00"	38.47	S85°14'31"E	19.29	38.26
4.	192.50	38°39'06"	129.47	S77°29'11"E	66.14	127.03
5.	30.00	70°29'08"	36.73	S59°14'03"E	23.22	34.46
6.	445.00	38°13'19"	291.39	S40°36'11"E	151.19	286.06
7.	30.00	60°40'47"	31.31	S21°22'28"E	17.56	29.87
8.	165.00	11°57'25"	34.37	S38°09'52"E	17.28	34.31
9.	117.50	26°59'00"	54.99	S76°39'16"E	28.18	54.51
10.	30.00	98°14'59"	51.37	S14°06'47"E	34.66	45.33
11.	275.00	23°15'20"	110.95	S23°21'40"W	56.39	110.19
12.	445.00	17°37'29"	136.85	S31°41'42"W	68.99	136.30



Curve No.	Radius	Central Angle	Chord	Chord Bearing	Tangent
13.	60.00	98°03'10"	45.30	S42°44'31"W	64.54
14.	127.50	30°04'19"	66.15	N71°16'42"W	34.25
15.	232.50	20°30'00"	82.74	N88°14'34"W	42.04
16.	30.00	103°05'35"	46.99	N52°30'44"E	37.78
17.	445.00	13°05'35"	101.47	S82°24'17"E	51.07
18.	30.00	90°00'00"	42.43	S44°02'04"E	30.00
19.	30.00	90°00'00"	42.43	S45°57'56"W	30.00
20.	445.00	04°13'20"	32.79	N88°51'16"W	16.40
21.	30.00	94°13'20"	43.96	S46°08'41"W	32.30
22.	11,520.16	00°59'12"	198.38	N88°32'22"W	99.19
23.	188.00	61°42'36"	294.80	S03°43'22"E	164.70
24.	422.00	52°06'21"	371.56	N17°01'06"E	206.79



The first addition to the Developer El
All other Easements shown on Drawin
recorded October 7, 1980 in Volume
in Racine County Records as Docume

Developer	Parcel
34 015	Acres

Arc	Curve No.	Radius	Central Angle	Chord	Chord Bearing	Tangent
91.44	25.	11,520.16	00°16'21"	65.00	[illegible]	[illegible]
66.92	26.	30.00	70°19'09"	31.55	[illegible]	21.
83.19	27.	435.00	50°19'09"	378.33	[illegible]	209.
53.98	28.	360.00	20°35'41"	128.71	[illegible]	68.
101.69	29.	30.00	93°09'44"	43.58	[illegible]	91.
47.12	30.	30.00	90°00'00"	42.43	[illegible]	30.
47.12	31.	30.00	90°00'00"	42.43	[illegible]	30.
6.79	32.	30.00	83°37'14"	40.00	[illegible]	26.
91.44	33.	11,520.16	00°54'43"	183.80	[illegible]	91.
198.88	34.	779.41	14°43'08"	186.17	[illegible]	99.
305.05	35.	30.00	109°09'52"	46.02	[illegible]	95.
254.69	36.	300.00	14°50'08"	51.64	[illegible]	26.

S0°18'19"W 7.50'

307.65'

260.05'

39.31'

S1°08'19"E 100.00'

Electrical Easement.
wing RM-36 were
ge 1581, Page 407
ment Number 1080257.

201.85'

S1°08'19"E

101.80'

102.91'

N1°08'19"W

N89°02'04"

212.55

S89°02'04"E

63.00'

S89°02'04"E 60.0'

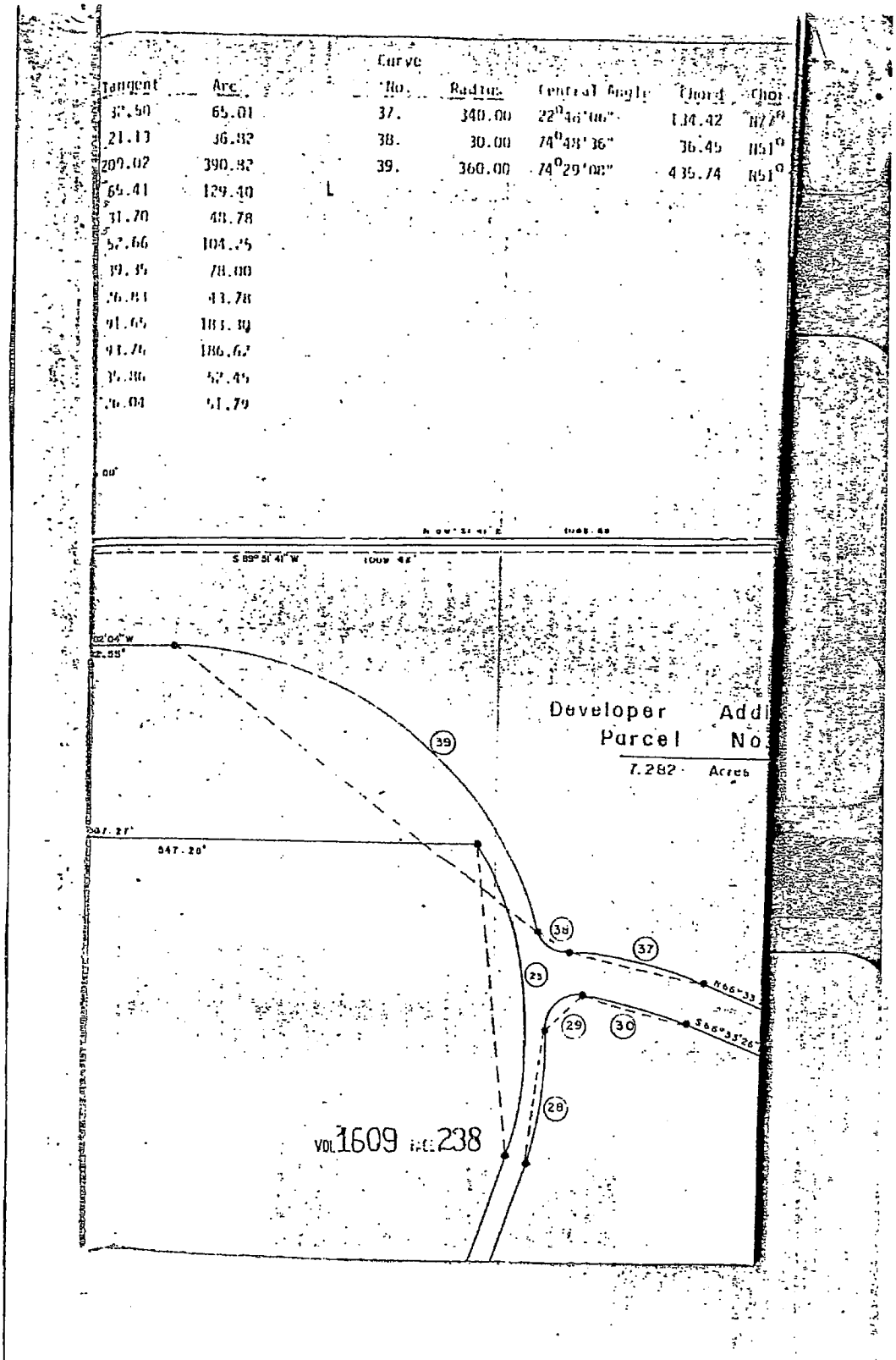
59.98'

109.54'

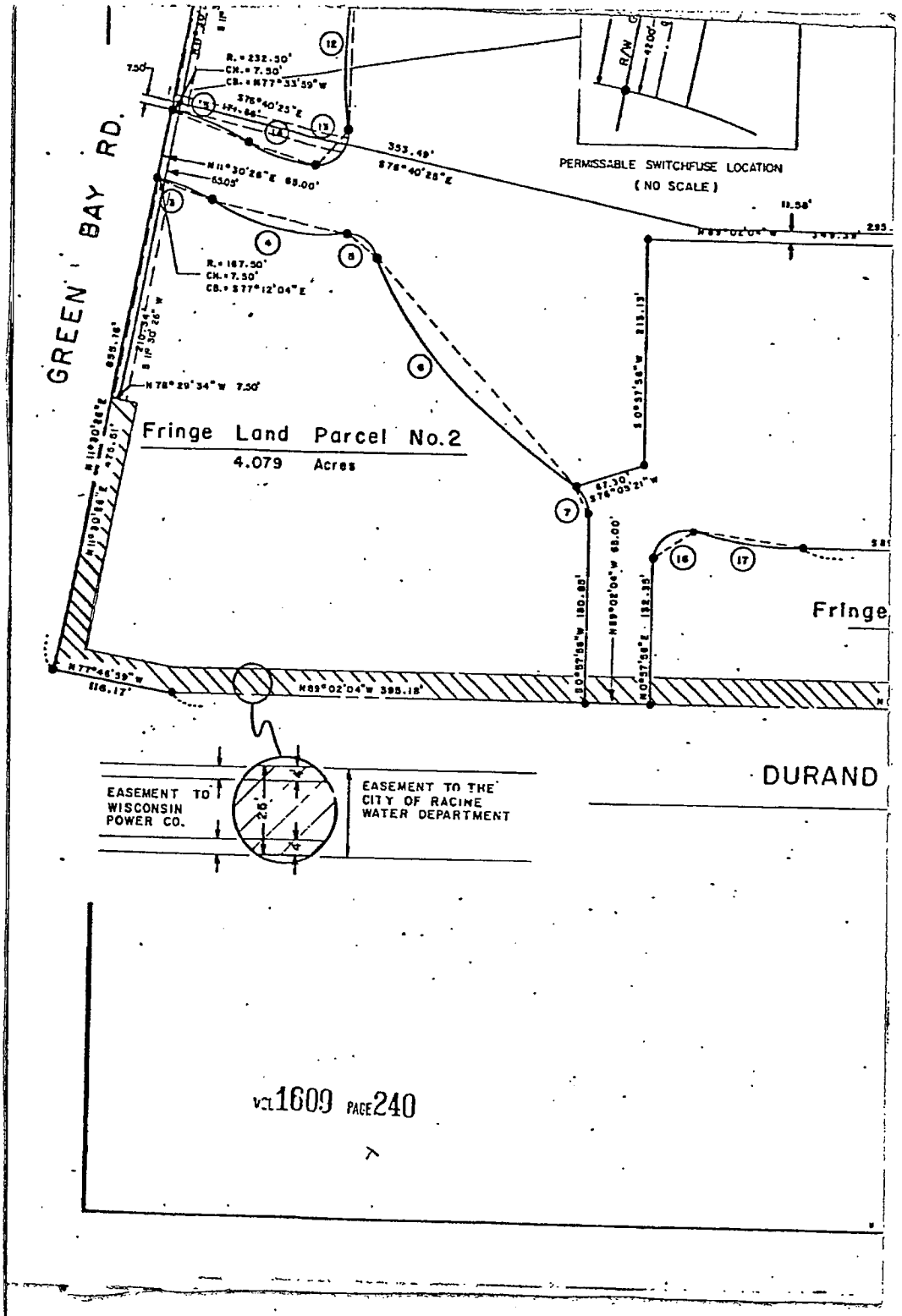
N0°57'56"E 351.18'

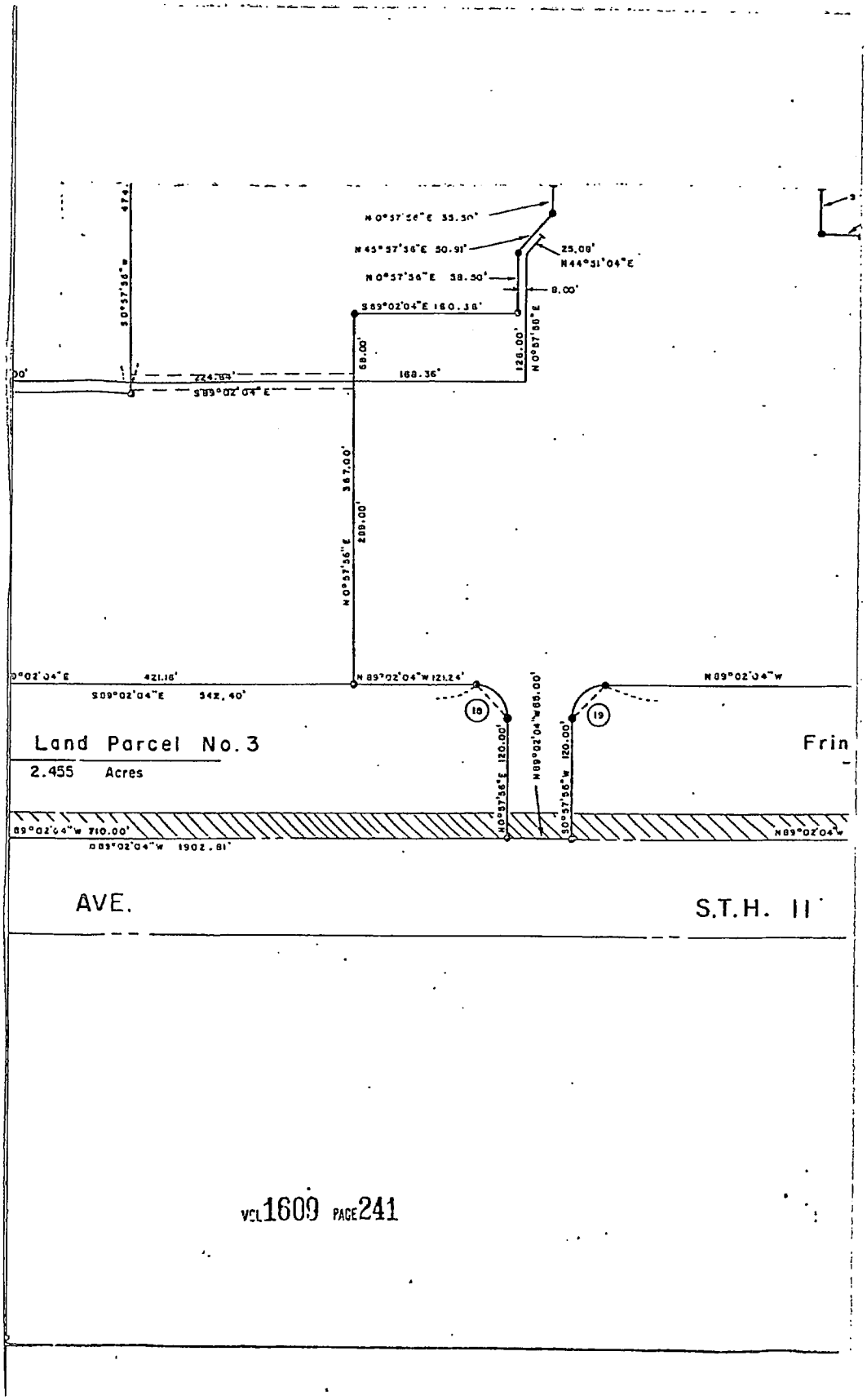
VOL 1609 PAGE 237

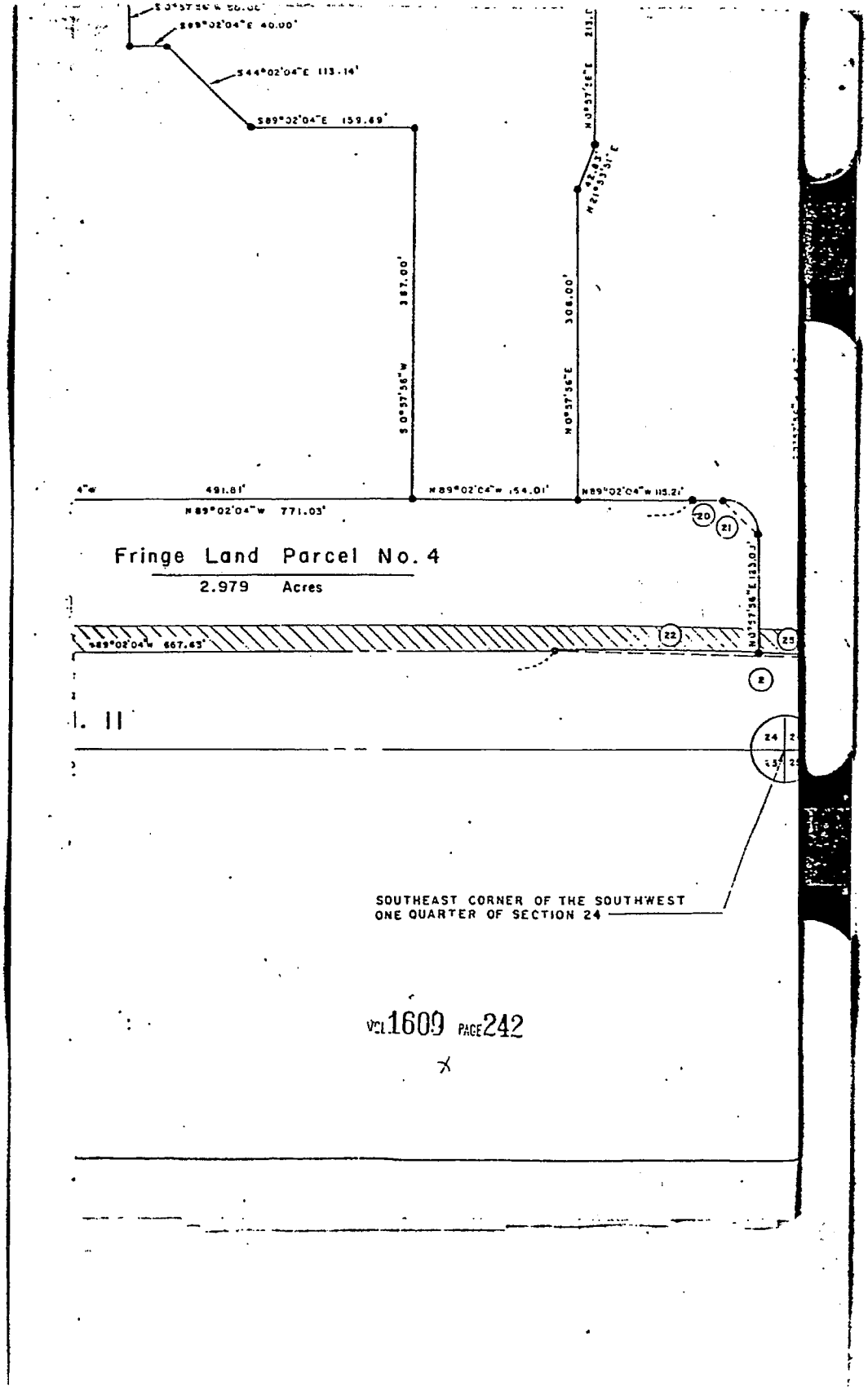
N89°02'04"W 32.00'

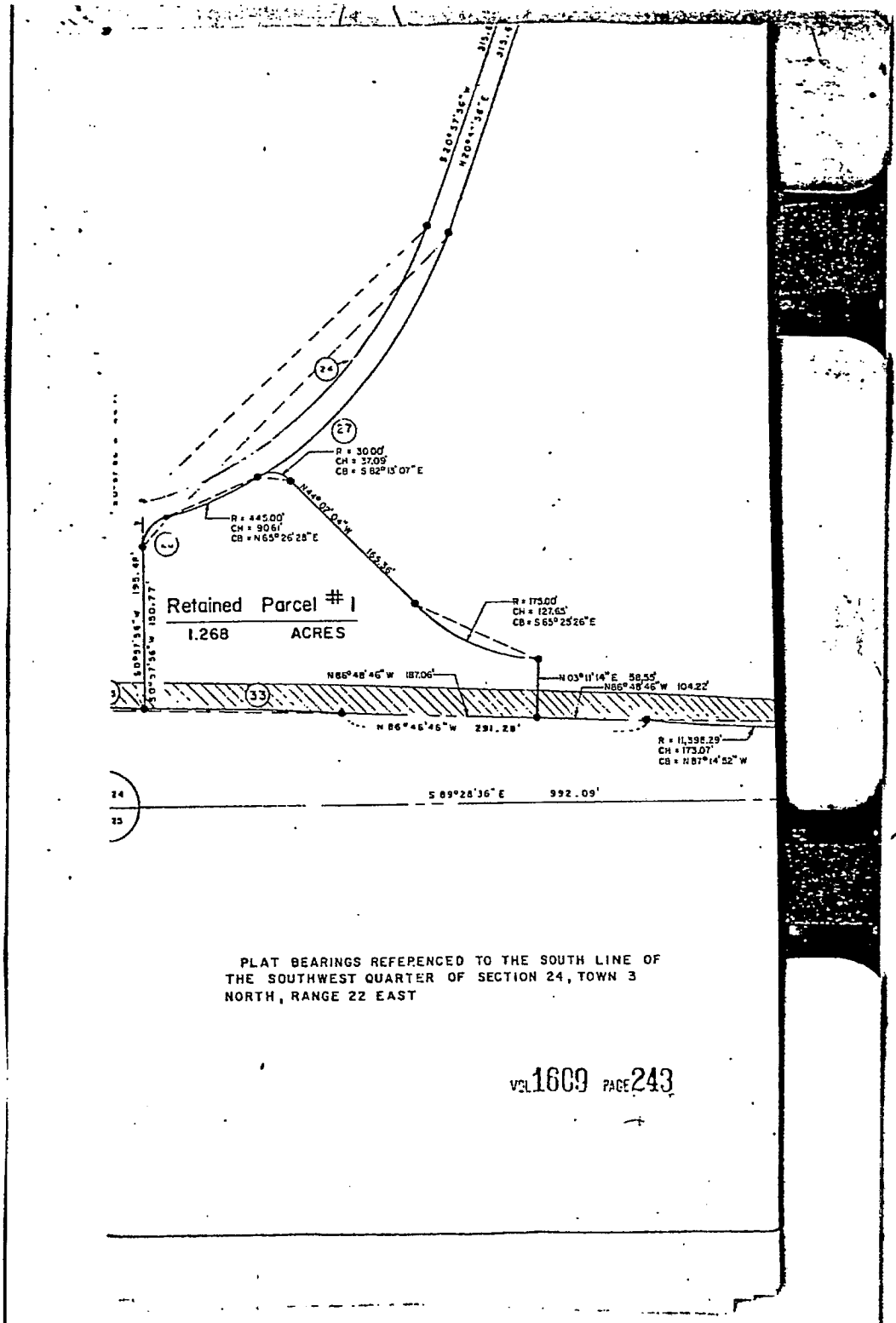

Curve
Tangent
Arc
No.
Radius
Central Angle
Chord
37.50
65.01
37.
340.00
22°46'00"
134.42
21.13
36.82
38.
30.00
74°48'36"
34.45
209.02
390.82
39.
360.00
74°29'08"
436.74
65.41
129.40
31.70
48.78
52.66
104.25
39.35
78.00
26.81
43.78
91.65
181.30
94.76
186.62
30.36
52.45
26.04
41.79
Developer Addi
Parcel No.
7.282 Acres
947.20'
39
38
37
25
29
30
28
N66°33
S66°35'26
VOL 1609 PG 238

Chord Bearing
Tangent
Arc
68.56
135.11
N51°57'12" W
22.94
39.17
N51°47'28" W
273.68
468.01
REVISIONS
ADDED FIRST ADDITION TO DEVELOPER ELECTRICAL EASEMENT.
10-31-80
Additional
No. 1
R = 786.91'
CH = 178.73'
CB = N 4°57'49"E
7.50'
N 01° 33' 26" W
61.31'
R = 3000'
CH = 21.21'
CB = N22°15'48"W
VOL 1609 PAGE 239
RACINE MALL
RACINE, WISCONSIN
ER RIDGE DESIGN SERVICES, INC., P.A.
24650 Center Ridge Road
Westlake, Ohio 44145
ITECT - ENGINEERS - SURVEYORS
AREA CODE - (216) 835-4600


GREEN BAY RD.
Fringe Land Parcel No.2
4.079 Acres
PERMISSABLE SWITCHFUSE LOCATION
(NO SCALE)
R/W
EASEMENT TO WISCONSIN POWER CO.
EASEMENT TO THE CITY OF RACINE WATER DEPARTMENT
DURAND
Fringe
R.=232.50'
CH.=7.50'
CB.=N77°33'59"W
S78°40'25"E
353.49'
S78°40'25"E
N11°30'26"E 65.00'
R.=167.50'
CH.=7.50'
CB.=S77°12'04"E
N78°29'34"W 7.50'
S0°57'56"W 215.13'
S78°03'21"W
N89°02'04"W 395.18'
N77°46'39"W
116.12'
S0°57'56"W 180.88'
N89°02'04"W 65.00'
S0°57'56"E 182.35'


N 0°37'56"E 33.30'
N 45°37'56"E 50.91'
25.08'
N44°31'04"E
N 0°37'56"E 38.30'
8.00'
S 89°02'04"E 160.38'
126.00'
N 0°57'56" E
68.00'
168.36'
224.39'
S 89°02'04" E
S 0°37'56" W
474.
367.00'
209.00'
N 0°37'56" E
421.16'
S 89°02'04" E
542.40'
N 89°02'04" W 121.24'
N 89°02'04" W
Land Parcel No. 3
2.455 Acres
Frin
18
19
120.00'
N 0°37'56" E
N 89°02'04" W 65.00'
120.00'
S 0°37'56" W
N 89°02'04" W
89°02'04" W 710.00'
S 89°02'04" W 1902.81'
AVE.
S.T.H. 11


S 44°02'04"E 113.14'
S89°02'04"E 159.69'
387.00'
S 0°57'56"W
N 0°57'56"E
306.00'
N89°02'04"W 154.01'
N89°02'04"W 115.21'
491.81'
N89°02'04"W 771.03'
Fringe Land Parcel No. 4
2.979 Acres
N89°02'04"W 667.63'
SOUTHEAST CORNER OF THE SOUTHWEST
ONE QUARTER OF SECTION 24



PLAT BEARINGS REFERENCED TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 24, TOWN 3 NORTH, RANGE 22 EAST

VOL 1609 PAGE 243

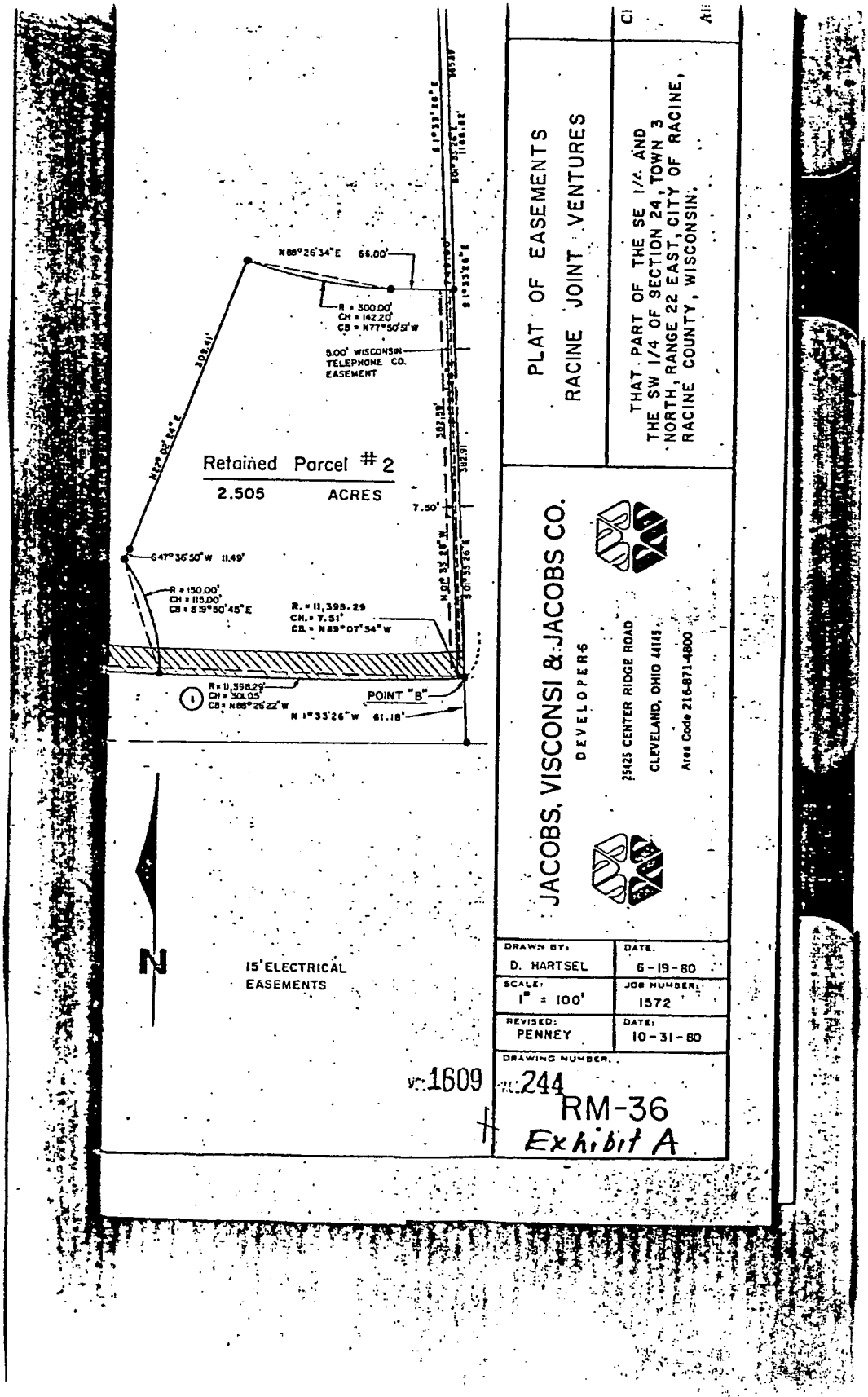

N88°26'34"E 66.00'
R = 300.00'
CH = 142.20'
CB = N77°50'51"W
5.00' WISCONSIN TELEPHONE CO. EASEMENT
Retained Parcel #2
2.505 ACRES
7.50'
S47°36'50"W 11.49'
R = 150.00'
CH = 115.00'
CB = S19°50'45"E
R = 11,398.29'
CH = 7.51'
CB = N89°07'34"W
R = 11,398.29'
CH = 30.03'
CB = N88°26'22"W
POINT "B"
N 1°33'26"W 61.18'
N
15' ELECTRICAL EASEMENTS
PLAT OF EASEMENTS
RACINE JOINT VENTURES
THAT PART OF THE SE 1/4 AND THE SW 1/4 OF SECTION 24, TOWN 3 NORTH, RANGE 22 EAST, CITY OF RACINE, RACINE COUNTY, WISCONSIN.
JACOBS, VISCONSI & JACOBS CO.
DEVELOPERS
25425 CENTER RIDGE ROAD
CLEVELAND, OHIO 44145
Area Code 216-871-4800
DRAWN BY: D. HARTSEL
DATE: 6-19-80
SCALE: 1" = 100'
JOB NUMBER: 1572
REVISED: PENNEY
DATE: 10-31-80
DRAWING NUMBER: 244
RM-36
Exhibit A
V. 1609

EXHIBIT B

EASEMENT PARCEL

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin more particularly bounded and described as follows:

A strip of land fifteen (15) feet wide, being seven point five (7.5) feet wide on either side of the centerlines more fully described as follows:

Commencing at the southeast corner of the southwest 1/4 of said Section 24; thence, S89°28'36"E, along the south line of the southeast 1/4 of said Section 24, 992.09 feet to a point; thence, N01°33'26"W, 61.18 feet to a point on the northerly line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°30'26"E, along the easterly right-of-way line of State Trunk Highway 31, 855.16 feet; thence, N11°49'06"E, continuing along the easterly right-of-way line of State Trunk Highway 31, 534.47 feet; thence, N89°51'41"E, 636.27 feet; thence, N89°51'41"E, 910.00 feet; thence, S00°08'19"E, 7.50 feet TO THE POINT OF BEGINNING of the centerline to be described; thence, N89°51'41"E, 307.63 feet; thence, S01°08'19"E, 201.65 feet; thence, S89°02'04"E, 65.00 feet; thence, N01°08'19"W, 102.91 feet to the end of the centerline being described.

1089053

Register's Office } SS
Racine County, Wis.

Received for Record 13th day of April A.D. 1981 at 10:38 o'clock A. M. and recorded in Volume 1609 of Records on page 229-245

Helen M. Schutten
Register of Deeds

vol 1609 page 245

18.00

1093082

1621-460

July 1, 1981

NATURAL GAS EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) and other good and valuable consideration in hand paid to it, the receipt whereof is hereby acknowledged, Racine Joint Venture, an Ohio partnership, Grantor does hereby convey unto

WISCONSIN NATURAL GAS COMPANY

Grantee, its successors and assigns, the right, permission and authority to construct, install, operate, repair, alter, maintain, remove and replace gas pipelines underground, together with other appurtenant facilities and equipment such as but not limited to valves, tie-overs and service laterals for the purpose of transmitting natural gas for heating, cooling, cooking, or for such other purpose as natural gas is now or may hereafter be used, upon, across, within and beneath tracts of land ten feet (10') in width being part of the Grantor's premises in the Southeast One-quarter (SE 1/4) and the Southwest One-quarter (SW 1/4) of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East, City of Racine, Racine County, Wisconsin as shown on the drawing attached hereto, marked Exhibit "A" and made a part hereof, and more fully described on Exhibit "B", attached hereto and made a part hereof, said tracts hereinafter referred to as the Easement Parcel.

The Grantor reserves all uses of the Easement Parcel not inconsistent with this grant, but no buildings or other structures shall be erected or placed on said Easement Parcel by Grantor without the prior written consent of Grantee, which consent shall not be unreasonably withheld or delayed. The retained rights of the Grantor shall include,

Ho-454
Eo-356
e

Ho-479
e

1093082

Register's Office
Racine County, Wis. } SS.
Received for Record ... day of July A.D. 1981 at 2:03 o'clock P.M. and recorded in Volume 1621 of Records on page 460-471

Helen M. Schuetten
Register of Deeds

14.00

vol 1621 page 460

1093082 1621-460 July 1, 1981

1093082 1621-460 July 1, 1981

but not be limited to, the right to pave over (with such materials as Grantor sees fit) and install curbs, landscaping, sidewalks and gutters, on or over any portions of the Easement Parcel; provided, however, that Grantor will not lower the level of the subgrade within the Easement Parcel by more than four inches (4") without the written consent of Grantee.

Access to the above described Easement Parcel over the adjoining lands of the Grantor where necessary, is hereby granted to the Grantee herein, provided, however, that wherever said gas lines and any necessary appurtenances thereto, as hereinbefore described, are reasonably accessible from an adjoining public street or highway, the access shall be from such street or highway and provided, further, that Grantor shall have the right to designate the area for access to be used by Grantee.

By its acceptance of the within Easement, which acceptance shall be evidenced by the filing of same for record or by use by Grantee of the rights under this Easement, the Grantee covenants and agrees that it will restore the density of subsurface materials to prevent subsidence and will restore the surface grade to the extent that it may be disturbed during initial installation of said gas lines and appurtenances, and further agrees that it will perform, at its sole cost, all maintenance repairs, replacement and restoration of any of the said lines and appurtenances installed within the Easement Parcel necessary to keep the same in good order, and will repair any surface or subsurface improvements damaged or disturbed during the course of any such maintenance, repairs or replacement. This restoration of surface improvements does not apply to the initial installation of said underground gas lines. The Grantee covenants to

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undertake any such maintenance, repairs, replacement and restoration in a manner and at such times so as to minimize interruptions in Grantor's business operations to the extent reasonably practicable.

In consideration of the foregoing grant, it is further understood that during the time said underground gas lines are located on the Easement Parcel pursuant to this grant, Grantee will indemnify and save the Grantor, its successors and assigns, harmless from any and all claims for injury to or death of any person or for damages to property of any person arising out of the construction, installation, operation, repair, maintenance and replacement of the aforesaid facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its successors and assigns, employees and agents; further, Grantee does not in any manner whatsoever waive or otherwise modify its rights and legal defenses which under law it may be entitled to raise, nor shall the Grantee be held in any way responsible for indemnifying, protecting or otherwise holding any other person, firm or corporation harmless from and against its own acts and omissions and the consequences thereof.

The rights of the Grantee in the Easement Parcel shall be exclusive as to those portions of the Easement Parcel within which said gas lines and any necessary appurtenances thereto shall be installed. Grantee, by its acceptance of this Easement, acknowledges that Grantor may grant additional easement rights contiguous to and across or within portions of the Easement Parcel for the installation, operation, maintenance, repair and restoration of electric lines, sewer lines, water lines and other utilities, so long as such further easement rights do not interfere with Grantee's use

of the Easement Parcel. Grantee agrees that it will coordinate its planning and the location or relocation of its facilities with said other utilities and public bodies.

Grantee further agrees by its acceptance of the within Easement that it will, upon written request of Grantor, move and relocate all or a portion of the gas lines and appurtenances installed within the Easement Parcel to a location requested by Grantor, provided that Grantor will reimburse Grantee for any cost or expense incurred in such relocation and will grant all necessary easement rights required for the construction and maintenance of such relocated facilities.

The Easement granted herein shall continue for so long as gas service shall be provided by the lines to be installed within the Easement Parcel and in the event that Grantee shall abandon or cease to use the lines and the appurtenances thereto for a period of one (1) year this Easement shall thereupon terminate, and Grantee covenants and agrees to thereupon execute and deliver to Grantor such document(s) as may be requested by Grantor for the purpose of further evidencing the termination of the rights granted hereby.

This Easement shall not be binding upon Grantor until such time as a fully executed copy hereof shall have been delivered by Grantor to Grantee or to Grantee's duly authorized agent or representative.

Grantee agrees to obtain at its sole cost and expense such permits, licenses or other authority which may be validly required from the Municipality, County, State or any other authorities having jurisdiction, before using the Easement Parcel for the purpose herein proposed and agrees to comply with and observe any and all laws, rules, statutes and

regulations of any such authorities.

Grantee covenants and agrees that it will not permit or suffer any lien to be put upon or arise or accrue against the Easement Parcel or any part hereof in favor of any person or persons, individual or corporate, furnishing either labor or material in any work herein contemplated. Grantee further covenants and agrees to hold Grantor, the owners of the Easement Parcel (if other than Grantor) and the Easement Parcel free from any and all liens, or rights or claims of lien which may or might accrue under or be based upon any mechanic's lien law, so called, of the State of Wisconsin now in force or hereafter to be enacted.

Grantee shall be responsible for all taxes, real or personal, general or special, which are now or may hereafter be imposed upon any improvements Grantee shall install within the Easement Parcel and shall, upon demand, reimburse Grantor for any such taxes which Grantor may be obligated to pay as owner of the fee to the Easement Parcel.

These presents shall be binding upon and inure to the benefit of the Grantor, its successors and assigns, and upon all parties claiming by, through or under it, and the same shall be binding upon and inure to the benefit of the Grantee herein, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the 2nd day of March, 1981.

Witnesses:

RACINE JOINT VENTURE

By

By

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named R. E. Jacobs and David H. Jacobs, to me known to be the persons who executed the within and foregoing instrument, who acknowledged that they were duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that they did execute said instrument on behalf of said partnership and that the same is their free and voluntary act and deed as partners of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 2nd day of March, 1981.

David W. Pancoast
Notary Public
My commission expires _____

DAVID W. PANCOAST, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

This Instrument Prepared By:

David W. Pancoast, Esq.
25425 Center Ridge Road
Cleveland, Ohio 44145

EXHIBIT B

RACINE JOINT VENTURE

WISCONSIN NATURAL GAS COMPANY

10.00 FOOT EASEMENTS

Being known as that part of the southwest 1/4 of Section 24; Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the southeast corner of the southwest 1/4 of said Section 24; thence, S89°28'36"E, along the south line of the southeast 1/4 of said Section 24, 992.09 feet to a point; thence, N01°33'26"W, 61.18 feet to a point on the northerly line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°30'26"E, 855.16 feet; thence, N11°49'06"E, 530.10 feet to a point which for the purposes of the following legal descriptions shall be known as point "A".

A strip of land ten (10) feet wide being five (5) feet wide on either side of the centerlines more fully described as follows:

Commencing at the above described point "A" which shall also be known as THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; thence, S89°35'23"E, 619.01 feet to a point, said point being known as point "B"; thence, N89°52'12"E, 993.68 feet; thence, S00°57'56"W, 408.00 feet to a point which shall be known as point "C"; thence, S89°02'04"E, 106.50 feet to a point which shall be known as point "D"; thence, S89°02'04"E, 43.00 feet to the end of the centerline being described.

Commencing at the above described point "B" which shall also be known as THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; thence, S00°57'56"W, 313.69 feet to the end of the centerline being described.

Commencing at the above described point "C" which shall also be known as THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; thence, N89°02'04"W, 5.50 feet; thence, S34°01'17"W, 75.17 feet; thence, S00°57'56"W, 4.00 feet to the end of the centerline being described.

EXHIBIT B

Commencing at the above described point "A"; thence, S11°49'06"W, 30.63 feet; thence, S89°02'04"E, 341.50 feet; thence, S00°57'56"W, 277.61 feet; thence, S89°02'04"E, 369.18 feet; thence, S00°57'56"W, 61.81 feet to the POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; thence, S89°02'04"E, 25.50 feet to a point which shall be known as point "E"; thence, S89°02'04"E, 273.50 feet; thence, S29°49'50"E, 87.89 feet; thence, S00°57'56"W, 12.50 feet to the end of the centerline being described.

Commencing at the above described point "E" which shall also be known as the POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; thence, S00°57'56"W, 81.00 feet; thence S32°46'11"E, 8.32 feet to the end of the centerline being described.

Commencing at the above described point "A"; thence, S11°49'06"W, 530.10 feet; thence, S11°30'26"W, 855.16 feet; thence, S77°46'59"E, 116.17 feet; thence, S89°02'04"E, 1,170.18 feet to a point which shall be known as point "F"; thence, N00°57'56"E, 120.00 feet; thence, N44°02'04"W, 42.43 feet; thence, N89°02'04"W, 121.24 feet; thence, N00°57'56"E, 367.00 feet; thence, S89°02'04"E, 145.36 feet TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; thence, N00°57'56"E, 7.00 feet; thence, N89°02'04"W, 17.00 feet to a point which shall be known as point "G"; thence, N89°02'04"W, 283.00 feet; thence, N00°57'56"E, 65.50 feet; thence, N89°02'04"W, 30.50 feet to the end of the centerline being described.

Commencing at the above described point "G" which shall also be known as THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; thence, N00°57'56"E, 92.50 feet; thence, S89°02'04"E, 23.00 feet; thence, S00°49'38"E, 44.15 feet to the end of the centerline being described.

Commencing at the above described point "F"; thence, N89°02'04"W, 5.80 feet TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; thence, N00°57'56"E, 137.84 feet to the end of the centerline being described.

Commencing at the above described point "F"; thence, S89°02'04"E, 65.00 feet; thence, N00°57'56"E, 120.00 feet; thence, N45°57'56"E, 42.43 feet; thence, S89°02'04"E, 491.81 feet; thence, N00°57'56"E, 367.00 feet; thence, N89°02'04"W, 159.69 feet; thence, N44°02'04"W, 21.21 feet to a point which shall be known as point "H" and also being known as THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; thence, S89°02'04"E, 317.00 feet; thence, N00°57'56"E, 84.50 feet; thence, N89°02'04"W, 23.00 feet; thence, N00°57'56"E, 5.00 feet to the end of the centerline being described.

EXHIBIT B

Commencing at the above described point "II"; thence, N44°02'04"W, 91.92 feet; thence, N89°02'04"W, 8.70 feet TO THE POINT OF BEGINNING OF THE CENTER-LINE TO BE DESCRIBED; thence, N13°26'48"W, 25.30 feet to the end of the center-line being described.

Return to Supervisor--Civil Engineering
Wisconsin Natural Gas Company
233 Lake Ave.
Racine, Wis. 53401

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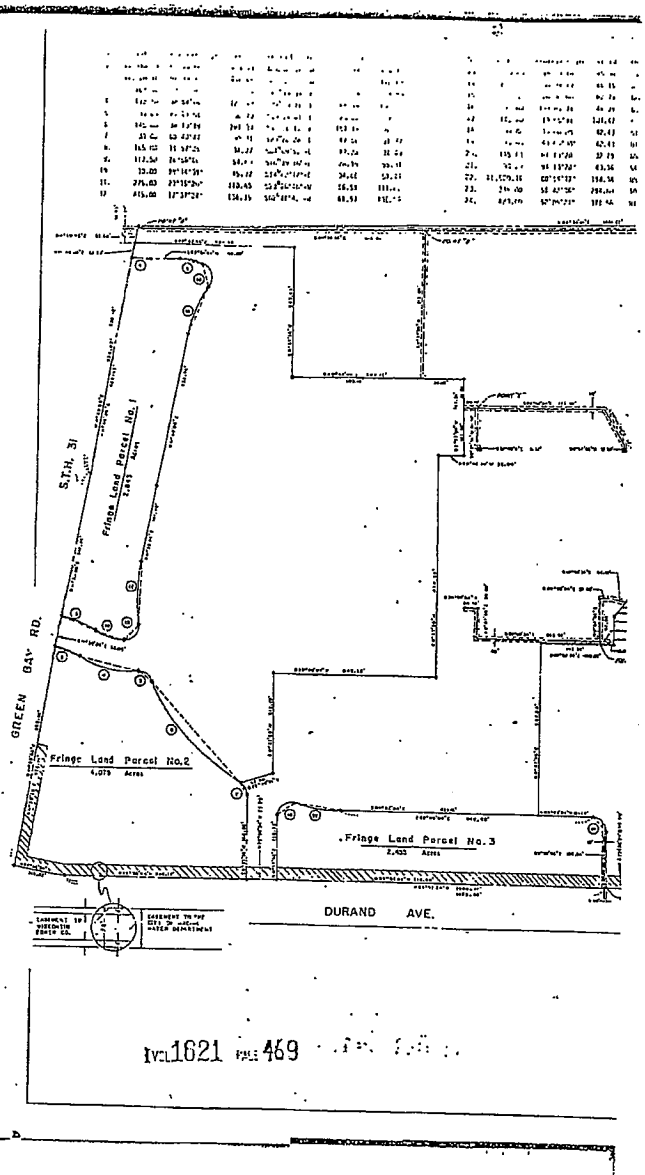

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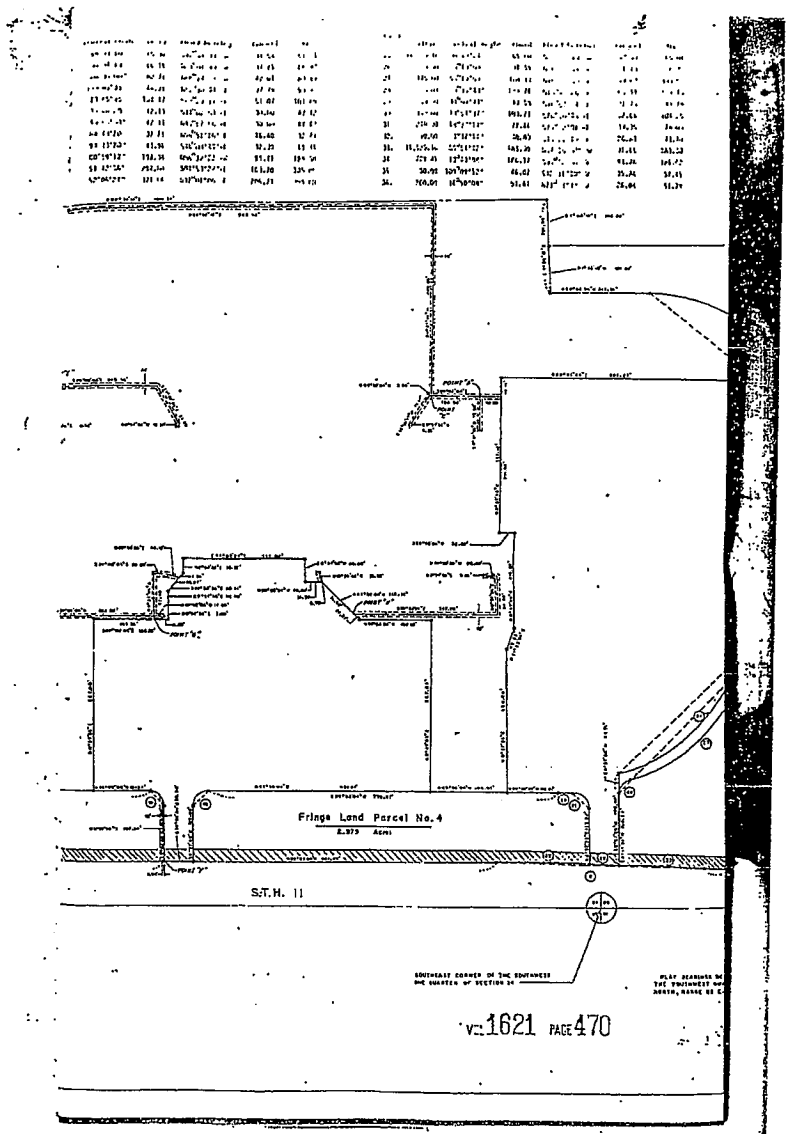

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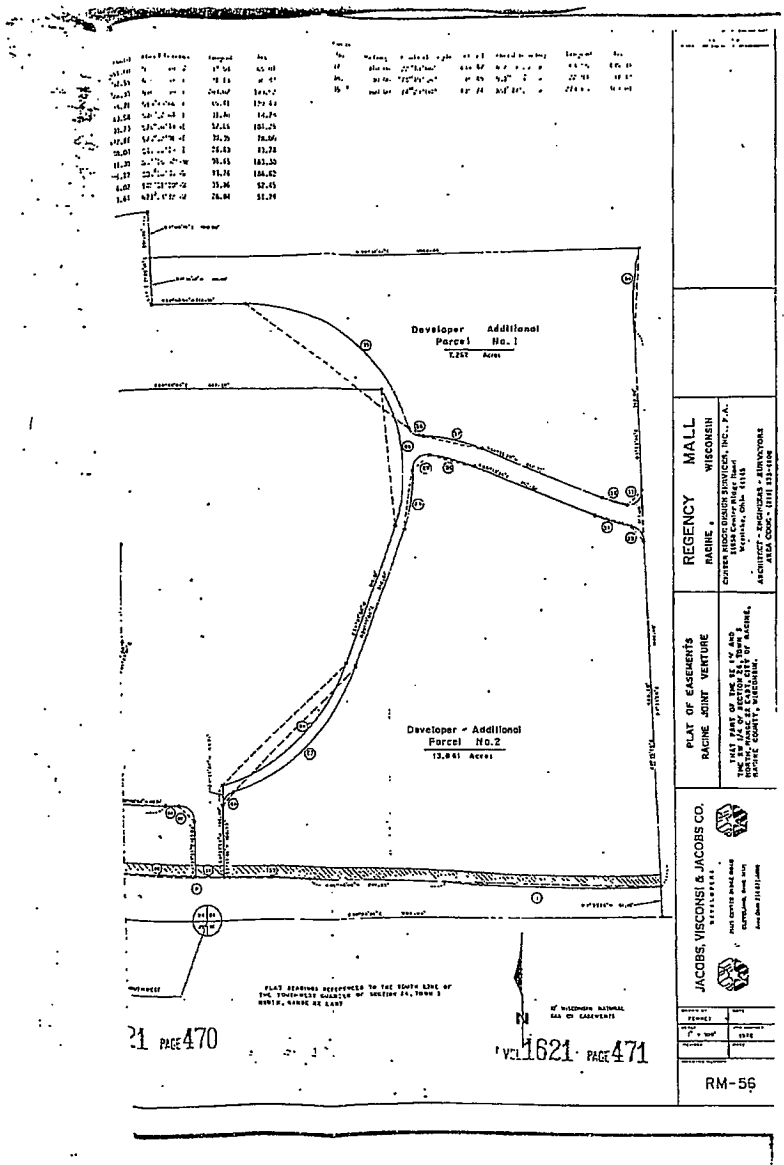

Developer Additional Parcel No. 1
Developer Additional Parcel No.2
13.861 Acres
PLAT BEARINGS REFERENCED TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 24, TOWN 3 NORTH, RANGE 22 EAST
PLAT OF EASEMENTS
RACINE JOINT VENTURE
REGENCY MALL
RACINE, WISCONSIN
JACOBS, VISCONSI & JACOBS CO.
RM-56

1096946

ELECTRIC EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) in hand paid to it, the receipt whereof is hereby acknowledged, RACINE JOINT VENTURE, an Ohio partnership, Grantor does hereby convey unto

WISCONSIN ELECTRIC POWER COMPANY

Grantee, its successors and assigns, the right, permission and authority to construct, install, operate, repair, maintain and replace conduit and cables underground, together with manholes and other appurtenant equipment; also the right to construct, install, operate, maintain and replace electric pad-mounted transformer(s), together with concrete slab(s) and other necessary and usual appurtenant equipment above ground as shown on the attached Exhibit A, all for the purpose of transmitting electric energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, upon, across, within and beneath tracts of land fifteen feet (15') in width being part of the Grantor's premises in the Southwest One-quarter (SW 1/4) of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East, City of Racine, Racine County, Wisconsin, as shown on the drawing attached hereto, marked Exhibit "A" and made a part hereof, and more fully described on Exhibit "B", attached hereto and made a part hereof, said tracts hereinafter referred to as the Easement Parcel.

The Grantor reserves all uses of the Easement Parcel not inconsistent with this grant, but no buildings or other structures shall be erected or placed on said Easement Parcel by Grantor without the prior written consent of Grantee,

1634-8

6-21-1981

which consent shall not be unreasonably withheld or delayed. The retained rights of the Grantor shall include, but not be limited to, the right to pave over (with such materials as Grantor sees fit) and install curbs, landscaping, sidewalks and gutters, on or over any portions of the Easement Parcel; provided, however, that Grantor will not lower the level of the subgrade within the Easement Parcel by more than four inches (4") without the written consent of Grantee.

Access to the Easement Parcel over the adjoining lands of the Grantor, where necessary, is hereby granted to the Grantee herein, provided, however, that wherever said electric lines and any necessary appurtenances thereto, as hereinbefore described, are reasonably accessible from an adjoining public street or highway, the access shall be from such street or highway and provided, further, that Grantor shall have the right to reasonably designate the area for access to be used by Grantee.

By its acceptance of the within Easement, which acceptance shall be evidenced by the filing of same for record or by use by Grantee of the rights under this Easement, the Grantee covenants and agrees that it will restore the density of subsurface materials and the surface grade to the extent that it may be disturbed during installation of said electric lines and appurtenances, and further agrees that it will perform, at its sole cost, all maintenance, repairs, replacement and restoration of any of the said lines and appurtenances installed within the Easement Parcel necessary to keep the same in good order, and will repair any surface or subsurface improvements damaged or disturbed during the course of any such maintenance, repairs or replacement. This restoration obligation does not apply to the initial installation of said underground and/or above ground electric facilities. The Grantee covenants to undertake any

such maintenance, repairs, replacement and restoration in a manner and at such times so as to minimize interruptions in Grantor's business operations to the extent reasonably possible.

In consideration of the foregoing grant, it is further understood that during the time said electrical facilities are located on the Easement Parcel pursuant to this grant, Grantee will indemnify and save the Grantor, its successors and assigns, harmless from any and all claims for injury to or death of any person or for damages to property of any person arising out of the construction, installation, operation, repair, maintenance and replacement of the aforesaid facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its successors, assigns, employees and agents.

The rights of the Grantee in the Easement Parcel shall be exclusive as to those portions of the Easement Parcel within which said electric facilities shall be installed. Grantee, by its acceptance of this Easement, acknowledges that Grantor may grant additional easement rights contiguous to or across or within portions of the Easement Parcel for the installation, operation, maintenance, repair and restoration of gas lines, sewer lines, water lines and other utilities, so long as such further easement rights do not interfere with Grantee's use of the Easement Parcel. Grantee agrees that it will coordinate its planning and the location or relocation of its facilities with said other utilities and public bodies.

Grantee further agrees by its acceptance of the within Easement that it will, upon written request of Grantor,

move and relocate all or a portion of the electric lines and appurtenances installed within the Easement Parcel to a location requested by Grantor, provided that Grantor will reimburse Grantee for any cost or expense incurred in such relocation and will grant all necessary easement rights required for the construction and maintenance of such relocated facilities.

The Easement granted herein shall continue for so long as electric service shall be provided by the electric facilities to be installed within the Easement Parcel and in the event that Grantee shall abandon or cease to use the lines and the appurtenances thereto for a period of one (1) year this Easement shall thereupon terminate, and Grantee covenants and agrees to thereupon execute and deliver to Grantor such document(s) as may be requested by Grantor for the purpose of further evidencing the termination of the rights granted hereby.

This Easement shall not be binding upon Grantor until such time as a fully executed copy hereof shall have been delivered by Grantor to Grantee or to Grantee's duly authorized agent or representative.

Grantee agrees to obtain at its sole cost and expense such permits, licenses or other authority which may be validly required from the Municipality, County, State or any other authorities having jurisdiction, before using the Easement Parcel for the purpose herein proposed and agrees to comply with and strictly observe any and all laws, rules, statutes and regulations of any such authorities.

Grantee covenants and agrees that it will not permit or suffer any lien to be put upon or arise or accrue

against the Easement Parcel or any part thereof in favor of any person or persons furnishing either labor or material in any work herein contemplated. Grantee further covenants and agrees to hold Grantor, and the Easement Parcel free from any and all liens, or rights or claims of lien which may or might accrue under or be based upon any mechanic's lien law, so called, of the State of Wisconsin now in force or hereafter to be enacted.

Grantee shall be responsible for all taxes, real or personal, general or special, which are now or may hereafter be imposed upon any improvements Grantee shall install within the Easement Parcel and shall, upon demand, reimburse Grantor for any such taxes which Grantor may be obligated to pay as owner of the fee to the Easement Parcel.

These presents shall be binding upon and inure to the benefit of the Grantor, its successors and assigns, and upon all parties claiming by, through or under it, and the same shall be binding upon and inure to the benefit of the Grantee herein, its successors and assigns.

This Easement is a second addition to and an extension of certain Electric Easements granted to Grantee by Grantor which were recorded on October 7, 1980 in Volume 1581, Page 407 as Instrument No. 1080257 and on April 13, 1981 in Volume 1609, at Page 229 as Instrument No. 1089053 in the Register of Deeds for Racine County, Wisconsin, respecitvely.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the 21st day of September, 1981.

Witnesses:

RACINE JOINT VENTURE

Carol Roush

By Edward H. Crane
Edward H. Crane

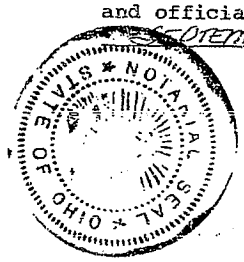
Mary Lou Gray

By David W. Pancoast
David W. Pancoast

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Edward H. Crane and David W. Pancoast, to me known to be the persons who executed the within and foregoing instrument, who acknowledged that they were duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that they did execute said instrument on behalf of said partnership and that the same is their free and voluntary act and deed as partners of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 2nd day of SEPTEMBER, 1981.



Notary Public

CAROL RCUSH
NOTARY PUBLIC FOR THE STATE OF OHIO.
MY COMMISSION EXPIRES DECEMBER 27, 1984

This instrument was drafted by Robert C. Just on behalf of Wisconsin Electric Power Company.

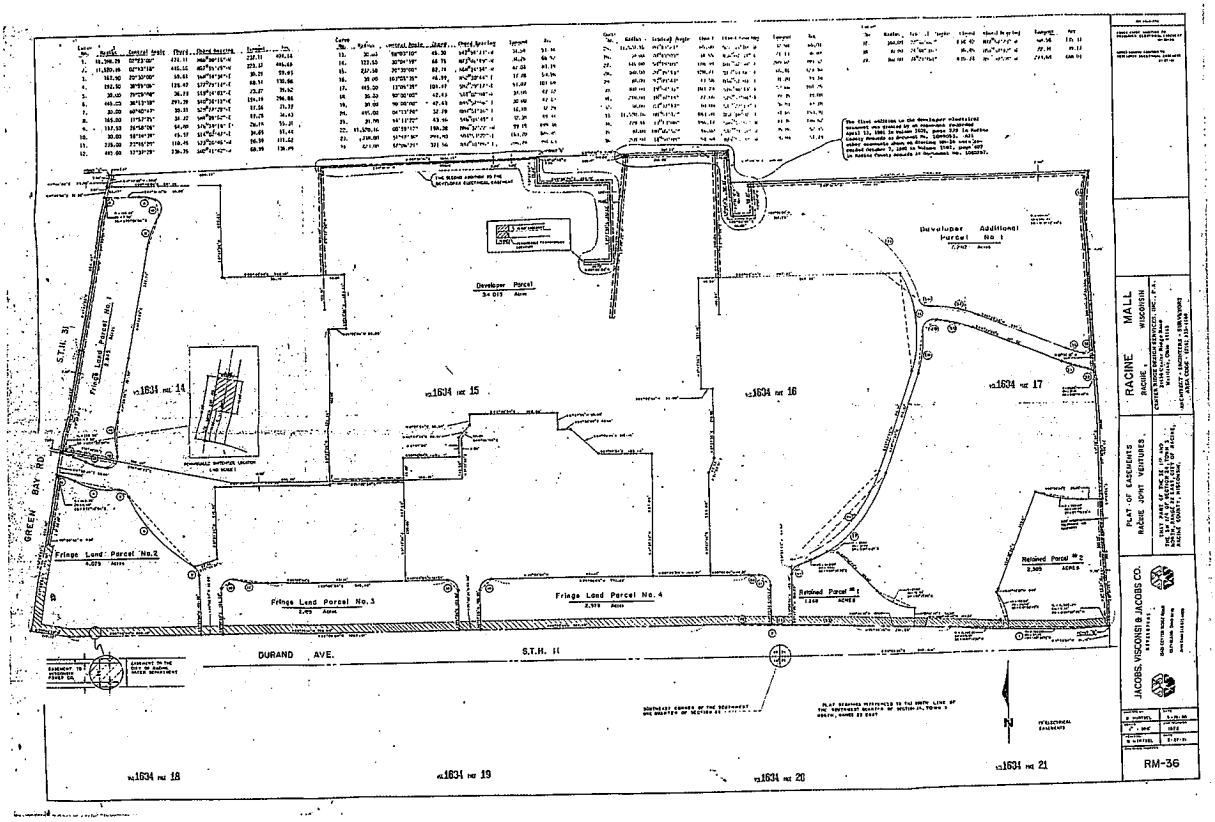

Developer Parcel
34.013 Acres
Developer Additional Parcel No. 1
7.760 Acres
Fringe Land Parcel No. 1
Fringe Land Parcel No. 2
4.029 Acres
Fringe Land Parcel No. 3
Fringe Land Parcel No. 4
2.919 Acres
Retained Parcel No. 1
1.268 ACRES
Retained Parcel No. 2
2.305 ACRES
GREEN BAY RD.
S.T.H. 31
DURAND AVE.
S.T.H. 11
vol.1634 rec. 14
vol.1634 rec. 15
vol.1634 rec. 16
vol.1634 rec. 17
vol.1634 rec. 18
vol.1634 rec. 19
vol.1634 rec. 20
vol.1634 rec. 21
RACINE MALL
RACINE WISCONSIN
PLAT OF EASEMENTS
RACINE JOINT VENTURES
JACOBS, VISCONSI & JACOBS CO.
RM-36

EXHIBIT B

EASEMENT PARCEL

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin more particularly bounded and described as follows:

Commencing at the southeast corner of the southwest 1/4 of said Section 24; thence, S89°28'36"E, along the south line of the southeast 1/4 of said Section 24, 992.09 feet to a point; thence, N01°33'26"W, 61.18 feet to a point on the northerly line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°30'26"E, along the easterly right-of-way line of State Trunk Highway 31, 855.16 feet; thence, N11°49'06"E, continuing along the easterly right-of-way line of State Trunk Highway 31, 534.47 feet; thence, N89°51'41"E, 636.27 feet; thence, N89°51'41"E, 650.12 feet to a point which for the purpose of the following legal descriptions shall be known as Point "B":

A strip of land fifteen (15) feet wide, being seven point five (7.5) feet wide on either side of the centerlines more fully described as follows:

Beginning at the above described Point "B" which shall also be known as the POINT OF BEGINNING of the centerline to be described; thence S0°57'56"W, 79.09 feet; thence S89°02'04"E, 224.75 feet; thence S0°57'56"W, 237.50 feet; thence N89°02'04"W, 83.75 feet to the end of the centerline being described.

A strip of land five (5) feet wide, being two point five (2.5) feet wide on either side of the centerlines more fully described as follows:

Beginning at the above described Point "B"' thence S0°57'56"W, 2.50 feet to the POINT OF BEGINNING of the centerline to be described; thence S89°51'41"W, 650.12 feet to the end of the centerline being described.

Register's Office } SS
Racine County, Wis. }
Received for Record 21st day of September A.D. 1981 at 10:03 o'clock A. M. and recorded in Volume 1634 of Records on page 8-22

Helen M. Schutter
Register of Deeds

16.00

1104126

1104126

TELEPHONE EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) in hand paid to it, the receipt whereof is hereby acknowledged, RACINE JOINT VENTURE, an Ohio partnership, Grantor, does hereby convey unto

WISCONSIN TELEPHONE COMPANY

Grantee, its successors and assigns, the right, permission and authority to construct, install, operate, repair, maintain and replace conduit and cables underground, together with necessary ducts, manholes and other appurtenant equipment within and beneath a tract of land five feet (5') in width and several tracts of land ten feet (10') in width being part of the Grantor's premises in the Southeast One-quarter (SE 1/4) and the Southwest One-quarter (SW 1/4) of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East, City of Racine, Racine County, Wisconsin, as shown on the drawing attached hereto, marked Exhibit "A" and made a part hereof, and more fully described on Exhibit "B", attached hereto and made a part hereof, said tracts hereinafter referred to as the Easement Parcel.

The Grantor reserves all uses of the Easement Parcel not inconsistent with this grant, but no buildings or other structures shall be erected or placed on said Easement Parcel by Grantor without the prior written consent of Grantee, which consent shall not be unreasonably withheld or delayed. The retained rights of the Grantor shall include, but not be limited to, the right to pave over (with such materials as Grantor sees fit) and install curbs, landscaping, sidewalks and gutters, on or over any portions of the Easement Parcel

Register's Office
Racine County, Wis. } SS
Received for Record 23rd day of March A.D. 19 83 at 1:10 o'clock P. M. and recorded in Volume 1644 of Records on page 620-628

Helen M. Schuttler
Register of Deeds 10.00

Vol 1644 PAGE 620

1644-620 March 23, 1983

except areas thereof wherein Grantee has constructed and is maintaining a manhole or pull box.

Access to the Easement Parcel over the adjoining lands of the Grantor, where necessary, is hereby granted to the Grantee herein, provided, however, that wherever said telephone lines and any necessary appurtenances thereto, as hereinbefore described, are reasonably accessible from an adjoining public street or highway, the access shall be from such street or highway and provided, further, that Grantor shall have the right to reasonably designate the area for access to be used by Grantee.

By its acceptance of the within Easement, which acceptance shall be evidenced by the filing of same for record or by use by Grantee of the rights under this Easement, the Grantee covenants and agrees that it will restore the density of subsurface materials and the surface grade to the extent that it may be disturbed during installation of said telephone lines and appurtenances, and further agrees that it will perform, at its sole cost, all maintenance, repairs, replacement and restoration of any of the said lines and appurtenances installed within the Easement Parcel necessary to keep the same in good order, and will repair any surface or subsurface improvements damaged or disturbed during the course of any such maintenance, repairs or replacement. This restoration obligation does not apply to the initial installation of said underground telephone facilities. The Grantee covenants to undertake any such maintenance, repairs, replacement and restoration in a manner and at such times so as to minimize interruptions in Grantor's business operations to the extent reasonably possible.

In consideration of the foregoing grant, it is further understood that during the time said telephone facilities are located on the Easement Parcel pursuant to this grant, Grantee will indemnify and save the Grantor, its successors and assigns, harmless from any and all claims for injury to or death of any person or for damages to property of any person arising out of the construction, installation, operation, repair, maintenance and replacement of the aforesaid facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its successors, assigns, employees and agents.

The rights of the Grantee in the Easement Parcel shall be exclusive as to those portions of the Easement Parcel within which said telephone facilities shall be installed. Grantee, by its acceptance of this Easement, acknowledges that Grantor may grant additional easement rights contiguous to or across or within portions of the Easement Parcel for the installation, operation, maintenance, repair and restoration of electric lines, gas lines, sewer lines, water lines and other utilities, so long as such further easement rights do not interfere with Grantee's use of the Easement Parcel. Grantee agrees that it will coordinate its planning and the location or relocation of its facilities with said other utilities and public bodies.

Grantee further agrees by its acceptance of the within Easement that it will, upon written request of Grantor, move and relocate all or a portion of the lines and appurtenances installed within the Easement Parcel to a location requested by Grantor, provided that Grantor will reimburse Grantee for any cost or expense incurred in such

relocation and will grant all necessary easement rights required for the construction and maintenance of such relocated facilities.

The Easement granted herein shall continue for so long as telephone service shall be provided by the facilities to be installed within the Easement Parcel and in the event that Grantee shall abandon or cease to use the lines and the appurtenances thereto for a period of one (1) year this Easement shall thereupon terminate, and Grantee covenants and agrees to thereupon execute and deliver to Grantor such document(s) as may be requested by Grantor for the purpose of further evidencing the termination of the rights granted hereby.

This Easement shall not be binding upon Grantor until such time as a fully executed copy hereof shall have been delivered by Grantor to Grantee or to Grantee's duly authorized agent or representative.

Grantee agrees to obtain at its sole cost and expense such permits, licenses or other authority which may be validly required from the Municipality, County, State or any other authorities having jurisdiction, before using the Easement Parcel for the purpose herein proposed and agrees to comply with and strictly observe any and all laws, rules, statutes and regulations of any such authorities.

Grantee covenants and agrees that it will not permit or suffer any lien to be put upon or arise or accrue against the Easement Parcel or any part thereof in favor of any person or persons furnishing either labor or material in any work herein contemplated. Grantee further covenants and agrees to hold Grantor, and the Easement Parcel free from

any and all liens, or rights or claims of lien which may or might accrue under or be based upon any mechanic's lien law, so called, of the State of Wisconsin now in force or hereafter to be enacted.

Grantee shall be responsible for all taxes, real or personal, general or special, which are now or may hereafter be imposed upon any improvements Grantee shall install within the Easement Parcel and shall, upon demand, reimburse Grantor for any such taxes which Grantor may be obligated to pay as owner of the fee to the Easement Parcel.

These presents shall be binding upon and inure to the benefit of the Grantor, its successors and assigns, and upon all parties claiming by, through or under it, and the same shall be binding upon and inure to the benefit of the Grantee herein, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the 10th day of April, 1981.

Witnesses:

Brenda B. Olbrys

Margret Kethren

RACINE JOINT VENTURE

By R. E. JACOBS

By DAVID H. JACOBS

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named R. E. Jacobs and David H. Jacobs, to me known to be the persons who executed the within and foregoing instrument, who acknowledged that they were duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that they did execute said instrument on behalf of said partnership and that the same is their free and voluntary act and deed as partners of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 10th day of April, 1981.

David W Pancoast
Notary Public

DAVID W. PANCOAST, Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

This Instrument Prepared By:

David W. Pancoast, Esq.
25425 Center Ridge Road
Cleveland, Ohio 44145

RACINE JOINT VENTURE

WISCONSIN TELEPHONE COMPANY

Being known as that part of the southeast 1/4 and the southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the southeast corner of the southwest 1/4 of said Section 24, thence, S89°28'36"E, a long the south line of the southeast 1/4 of said Section 24, 992.09 feet to a point; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; said point which for the purposes of the following legal descriptions shall be known as point "A".

Commencing at the above described point "A"; thence along the arc of a 11,398.29 foot radius curve, concave to the north, having a chord length of 5.00 feet bearing N89°11'01"W, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N01°33'26"W, 382.91 feet; thence, N88°26'34"E, 5.00 feet to a point on the westerly right-of-way line of Roosevelt Avenue, 66 feet wide; thence, S01°33'26"E, 382.91 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence along the arc of an 11,398.29 foot radius curve, concave to the north, having a chord length of 5.00 feet bearing N89°11'01"W, TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

A strip of land 10.00 feet wide being five (5) feet wide on either side of the center-lines more fully described as follows:

Commencing at the above described point "A"; thence, N01°33'26"W, 748.80 feet to a point curve; thence along the arc of a 30.00 foot radius curve, concave to the southwest, having a chord length of 40.00 feet bearing N43°22'19"W, to a point of reverse curve; thence along the arc of a 240.00 foot radius curve, concave to the north, having a chord length of 1.78 feet bearing N84°57'04"W, TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; thence, N66°33'26"W, 544.44 feet to the end of the centerline being described.

Commencing at the above described point "A"; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°16'07"W, 183.30 feet; thence, N87°53'10"W, 65.00 feet; thence, N00°57'56"E, 123.00 feet; thence, N46°08'44"W, 43.96 feet; thence, S88°51'16"W, 32.79 feet; thence, N89°02'04"W, 115.21 feet; thence, N00°57'56"E, 306.00 feet; thence, N21°53'51"E, 42.83 feet; thence, N00°57'56"E, 213.00 feet; thence, N89°02'04"W, 32.00 feet; thence, N00°57'56"E, 269.50 feet TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; thence, N89°02'04"W, 196.00 feet to a point of curve; thence along the arc of a 40.00 foot radius curve, concave to the southeast, having a chord of 56.57 feet bearing S45°57'56"W, thence, S00°57'56"W, 12.00 feet to the end of the centerline being described.

Commencing at the southeast corner of the southwest 1/4 of said Section 24; thence, S89°28'36"E, along the south line of the southeast 1/4 of said Section 24, 992.09 feet to a point; thence, N01°33'26"W, 61.18 feet to a point on the northerly line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31, which shall be known as Point "B" for the purposes of the following legal descriptions:

Commencing at the above described point "B" which shall also be known as THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N11°30'26"E, along the easterly right-of-way line of State Trunk Highway 31, 475.51 feet; thence, along the arc of a 167.50 foot radius curve concave to the south having a chord length of 10.00 feet bearing S76°46'50"E; thence, S11°30'26"W, in a line parallel to the easterly right-of-way line of State Trunk Highway 31 and 10.00 feet distant by perpendicular measurement 465.33 feet; thence, S77°46'59"E, in a line parallel to and 10.00 feet distant by perpendicular measurement from the northerly right-of-way line of State Trunk Highway 11, 106.29 feet; thence, S12°13'01"W, 10.00 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N77°46'59"W, 116.17 feet to the POINT OF BEGINNING OF THIS DESCRIPTION.

Commencing at the above described point "B"; thence, N11°30'26"E, along the easterly right-of-way line of State Trunk Highway 31, 475.51 feet; thence, N11°30'26"E, continuing along the easterly right-of-way line of State Trunk Highway 11, 65.00 feet to the POINT OF BEGINNING OF THIS DESCRIPTION; thence, N11°30'26"E, continuing along the easterly right-of-way line of State Trunk Highway 31, 314.65 feet; thence, N11°49'06"E, along the easterly right-of-way line of State Trunk Highway 31, 466.97 feet; thence, along the arc of a

1104126

165.00 foot radius curve concave to the north having a chord length of 10.00 feet bearing S79°54'52"E, thence, S11°49'06"W, in a line parallel to 10.00 feet distant by perpendicular measurement from the easterly right-of-way line of State Trunk Highway 31, 467.27 feet; thence, S11°30'26"W, in a line parallel to and 10.00 feet distant by perpendicular measurement from the easterly right-of-way line of State Trunk Highway 31, 314.81 feet; thence, along the arc of a 232.50 foot radius curve concave to the south having a chord length of 10.00 feet bearing N77°15'31"W to the POINT OF BEGINNING OF THIS DESCRIPTION.

Commencing at the above described point "B"; thence, N11°30'26"E, along the easterly right-of-way line of State Trunk Highway 31, 855.16 feet; thence, N11°49'06"E, continuing along the easterly right-of-way line of State Trunk Highway 31, 534.47 feet to the POINT OF BEGINNING OF THIS DESCRIPTION; thence, N89°51'41"E, 10.22 feet; thence, S11°49'06"W, in a line parallel to and 10.00 feet distant by perpendicular measurement from the easterly right-of-way line of State Trunk Highway 31, 35.20 feet; thence, N89°02'04"W, 10.18 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°49'06"E, along the easterly right-of-way line of State Trunk Highway 31, 35.00 feet to the POINT OF BEGINNING OF THIS DESCRIPTION.

955530

1263-139

May 8, 1975

Register's Office
Racine County, Wis. } ss.
Received for Record 8th day of
May A.D., 1975 at 12:26
o'clock P M. and recorded in Volume 1263
of Records on page 139-152

955530 Stanley J. Bialecki 16.00

ACCESS COVENANT

WHEREAS Federated Department Stores, Inc., a Delaware Corporation, having its office at 222 West Seventh Street, Cincinnati, Ohio 45202, and Racine Joint Venture, a partnership having its principal office at 25425 Center Ridge Road, Cleveland, Ohio 44145, are the owners of certain lands located in that part of the southeast one-quarter and the southwest one-quarter of Section 24, Town 3 North, Range 22 East, in Racine County, Wisconsin and more particularly described in Volume 1149, Page 257 of the records in the Racine County Registry (hereinafter referred to as the "lands"); and

WHEREAS it is the intent of the aforesaid owners to develop a shopping center on said lands; and

WHEREAS the State of Wisconsin, Department of Transportation, Division of Highways, has reconstructed State Trunk Highway 11 (Durand Avenue) as a divided highway adjacent to the southern boundary of the above described lands; and

WHEREAS the State of Wisconsin, Department of Transportation, Division of Highways, is developing plans for the improvement of State Trunk Highway 31 (Green Bay Road) as a divided highway adjacent to the western boundary of the above described lands; and

WHEREAS it is agreed that certain access controls and access points are necessary for the orderly flow of vehicular traffic along the aforementioned State Trunk Highways and for the orderly flow of traffic to and from the proposed shopping center; and

WHEREAS the County of Racine, located in the State of Wisconsin, has a certain vested interest in the hereinbefore described parcel of land, and

WHEREAS the Racine County Board, on January 28, 1975, unanimously adopted Report No. 129 as jointly prepared by their Highway and Parks Committee, and their

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Business Administration Committee, and whereas such report recommends that the county board chairman and the county clerk sign the access agreement jointly with Racine Joint Venture;

NOW THEREFORE, it is hereby covenanted and agreed as follows:

1. Access to State Trunk Highway 11 (Durand Avenue) from the above described lands shall be limited to the following access points located at Station 165+25, Station 173+00 and Station 182+31 of Highway Project 1322-1-21 on file with the Wisconsin Division of Highways and shown on Exhibit A dated 4-11-75 as attached hereto. Two additional access points from the aforesaid lands to State Trunk Highway 11, each restricted to right turns to and from the highway, may be constructed at locations no less than 250 feet easterly of the centerline of the above described access point located at Station 182+31.

2. Access to State Trunk Highway 31 (Green Bay Road) shall be limited to two (2) access points located at Station 126+43 and at Station 134+90 of Highway Project 2390-1-21 on file with the Wisconsin Division of Highways and shown on Exhibit A hereto. Two additional access points from the aforesaid lands to State Trunk Highway 31, each restricted to right turns to and from the highway may be constructed between Stations 130+00 and 133+50 as shown on Exhibit A dated 4-11-75 as attached hereto.

3. Each of the above means of access except the additional access points restricted to right turns to and from each of the highways shall have no lateral access or approaches thereto within a distance of 100 feet beyond the limits of the highway right-of-way. If and when the aforesaid lands are developed, such access restriction shall be controlled by the construction of curb and gutter along each side of each of the said access roads, said construction to be at no cost to the Wisconsin Division of Highways.

4. It is expressly understood that these covenants shall run with the land and shall forever bind the owners of the hereinbefore described lands, their heirs,

administrators, executors and assigns unless or until said covenants or any part thereof are released in writing by the State of Wisconsin, Department of Transportation, Division of Highways, or its successor.

IN WITNESS WHEREOF, Federated Department Stores, Inc., a State of Delaware Corporation, authorized to do business in the State of Wisconsin, has caused this covenant to be signed by James B. Selonick, its Senior Vice President, and countersigned by Jack L. Ratzkin, its Assistant Secretary, at Cincinnati, Ohio, and its corporate seal hereunto affixed this 18th day of April, 1975.

Signed and Sealed in the presence of:

FEDERATED DEPARTMENT STORES, INC.

By James B. Selonick, Sr. Vice President

Attest: Jack L. Ratzkin, Assistant Secretary

State of Ohio)
)SS:
County of Hamilton)

Personally came before me, this 18th day of April, 1975 James B. Selonick and Jack L. Ratzkin, of the above-named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be Senior Vice President and Assistant Secretary of said corporation, and acknowledge that they executed the foregoing instrument as such officers of deed of such Corporation by its authority.

Rosemary Alexander
Notary Public

ROSEMARY ALEXANDER
Notary Public, Hamilton County, Ohio
My Commission Expires Nov. 11, 1979

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IN WITNESS WHEREOF, Racine Joint Venture, a partnership having its principal office at 25425 Center Ridge Road, Cleveland, Ohio, authorized to do business in the State of Wisconsin, has caused this covenant to be signed by R.E. Jacobs, General Partner, and David H. Jacobs General Partner, at Cleveland, Ohio this 26th day of March, 1975.

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Signed in the Presence of:

David W. Lancaster

Gladys Wagner

David W. Lancaster

Gladys Wagner

RACINE JOINT VENTURE

R.E. Jacobs

David H. Jacobs

State of Ohio)
) SS:
County of Cuyahoga)

Personally came before me, this 26th day of March, 1975 R.E. Jacobs and David H. Jacobs, to me known to be the persons who executed the within and foregoing instrument, who acknowledged that they were duly authorized to execute such instrument on behalf of Racine Joint Venture and that the same was their free act and deed and the free act and deed of such partnership.

David W. Lancaster

DAVID W. [illegible] Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

Notary Public

IN WITNESS WHEREOF, the Racine County Board has caused this covenant to be signed by John Margis, Jr., its County Board Chairman and countersigned

by James A. Fay, Jr., its County Clerk, at Racine, Wisconsin, and its corporate seal hereunto affixed this 1st day of May, 1975.

Signed and Sealed in the Presence of:

RACINE COUNTY

Kathleen M. Brand — John Margis, Jr., County Board Chairman

Kathleen M. Brand — James A. Fay, County Clerk

State of WISCONSIN)
) SS:
County of RACINE)

Personally came before me, this 1st day of May, 1975 John Margis, Jr. and James A. Fay, of the above-named county, to me known to be County Board Chairman and County Clerk of said county, and acknowledge that they executed the foregoing instrument as such officers of deed of such county by its authority.

Notary Public, Racine County, Wis.
My Commission expires 1/21/79.

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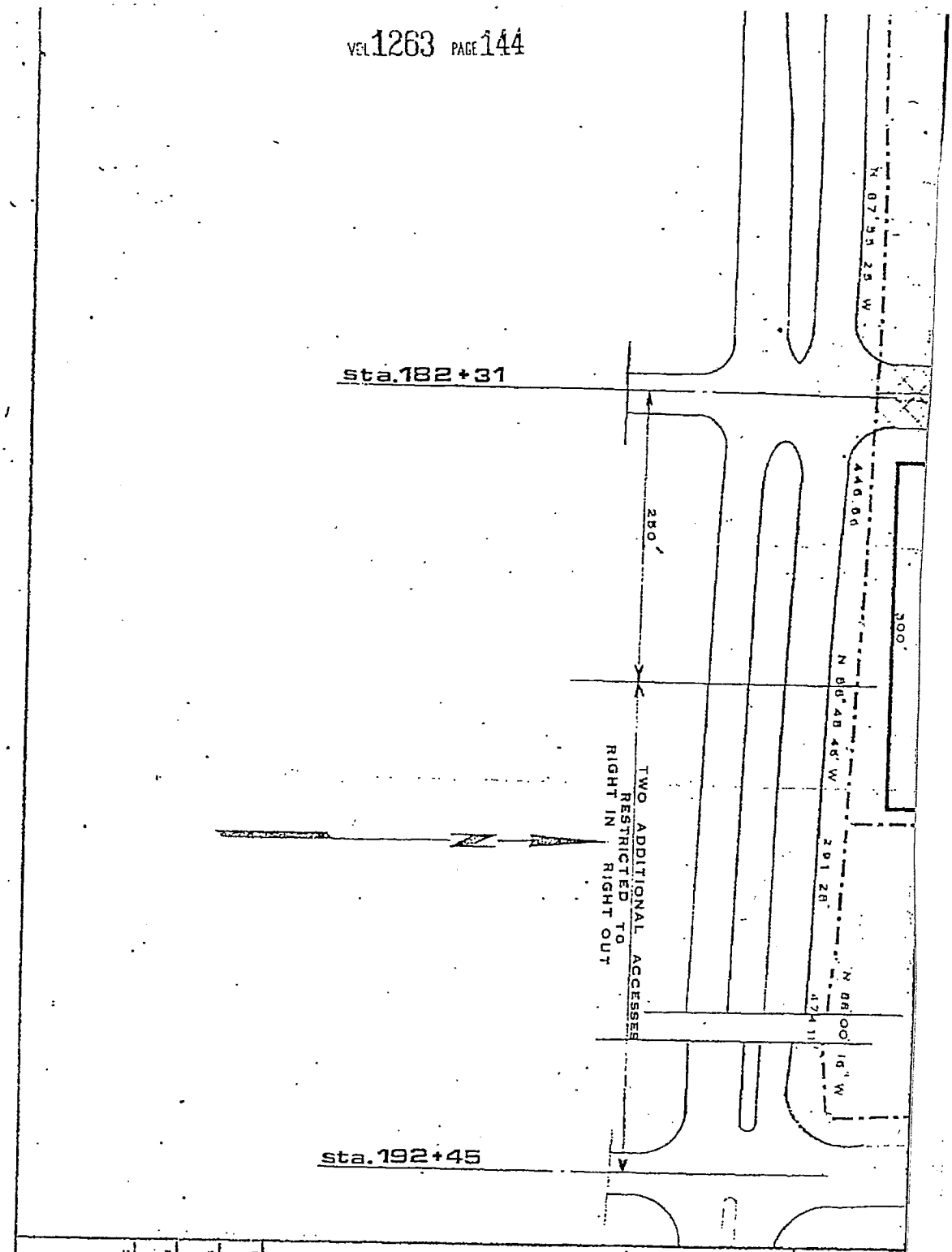

JACOBS, VISCONSI & JACOBS CO.

DEVELOPERS

25435 CENTER RIDGE ROAD

CLEVELAND, OHIO 44145

Area Code 216-871-4800

DRAWN BY: WF

DATE: 4-11-75

SCALE: 1"=100'

DRAWING NUMBER:

EXHIBIT A

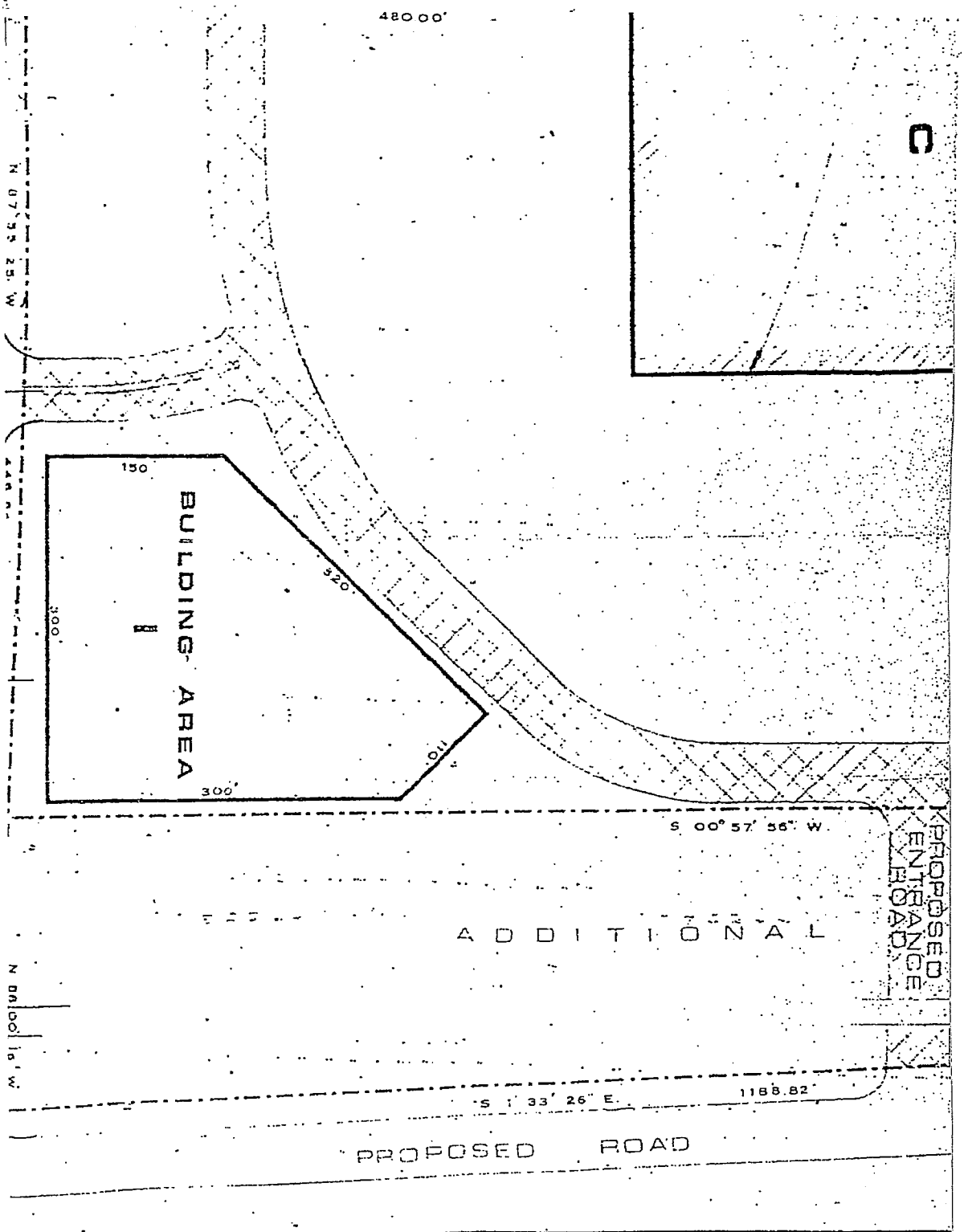

EXHIBIT A

TO ACCESS

COVENANT

RACINE, WISCONSIN

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LOUIS RESNICK • A.I.A.
ARCHITECT
25435 CENTER RIDGE ROAD CLEVELAND, OHIO 44145
Area Code 216-871-4300

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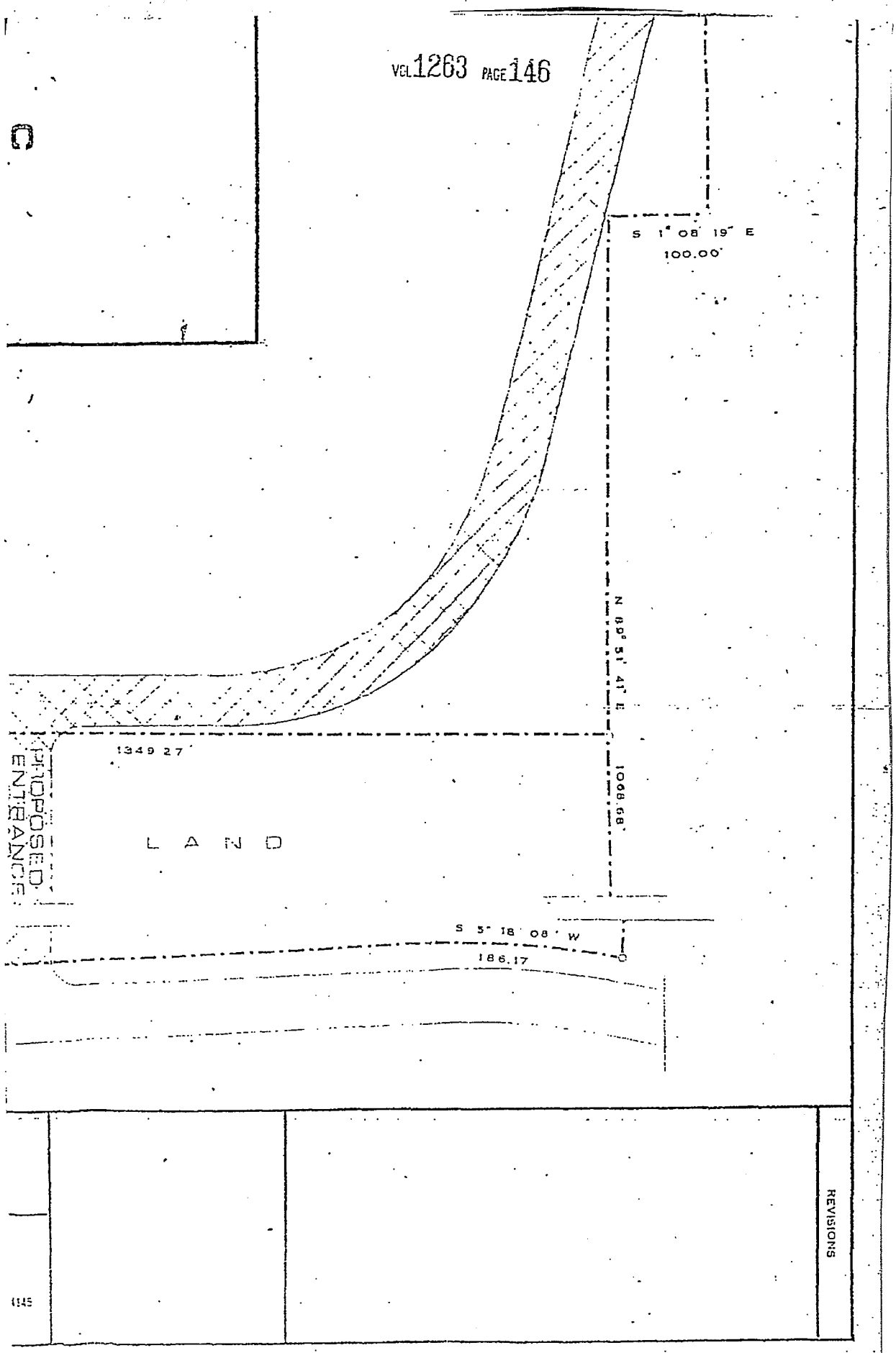

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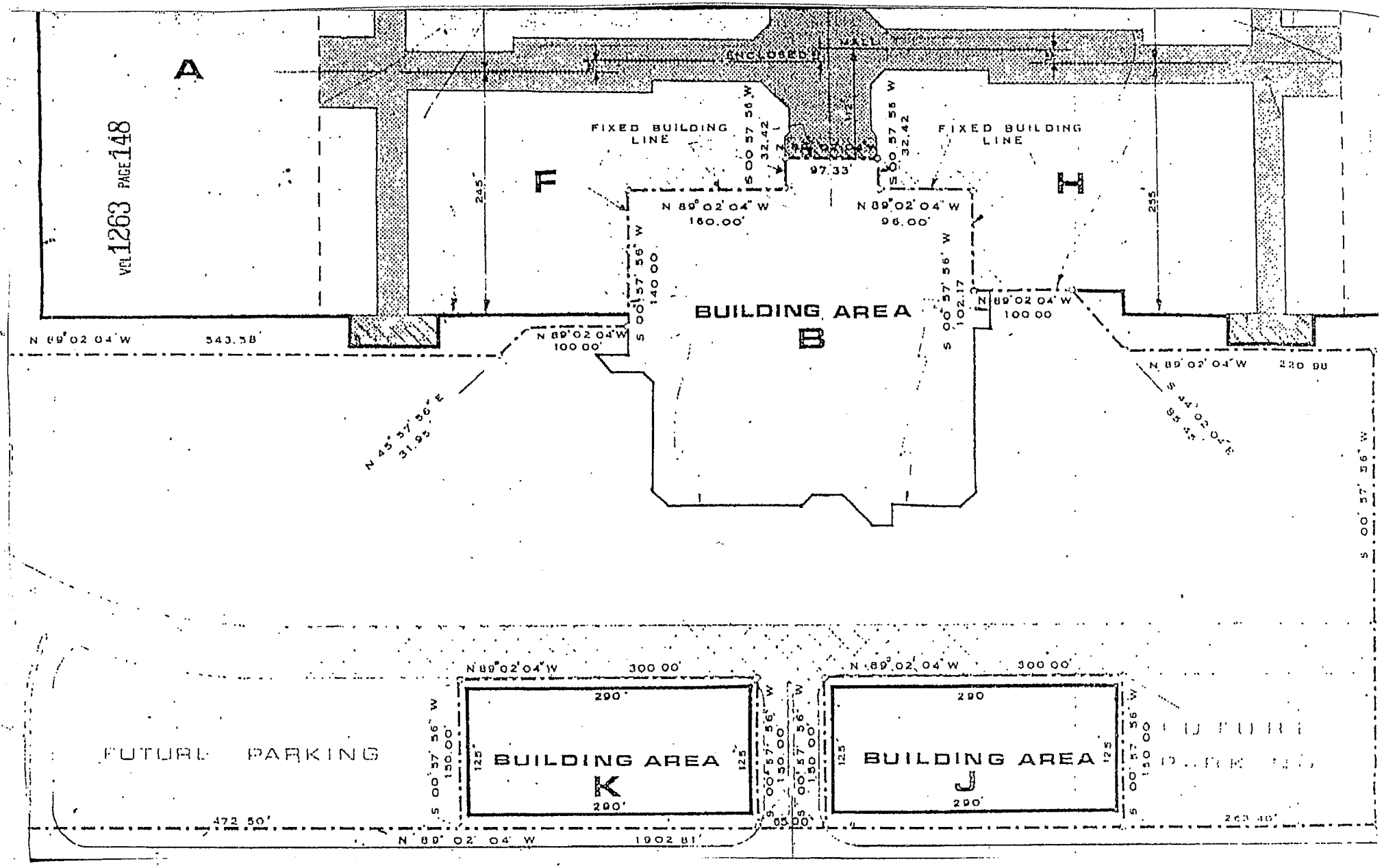
A
VOL 1263 PAGE 148
ENCLOSED
FIXED BUILDING LINE
FIXED BUILDING LINE
F
H
245'
255'
S 00° 57' 56" W 32.42'
97.33'
N 89° 02' 04" W 160.00'
N 89° 02' 04" W 96.00'
S 00° 57' 56" W 140.00'
S 00° 57' 56" W 102.17'
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N 89° 02' 04" W 100.00'
N 89° 02' 04" W 100.00'
N 89° 02' 04" W 220.00'
N 45° 57' 56" E 31.95'
S 45° 02' 04" E
S 00° 57' 56" W
FUTURE PARKING
N 89° 02' 04" W 300.00'
N 89° 02' 04" W 300.00'
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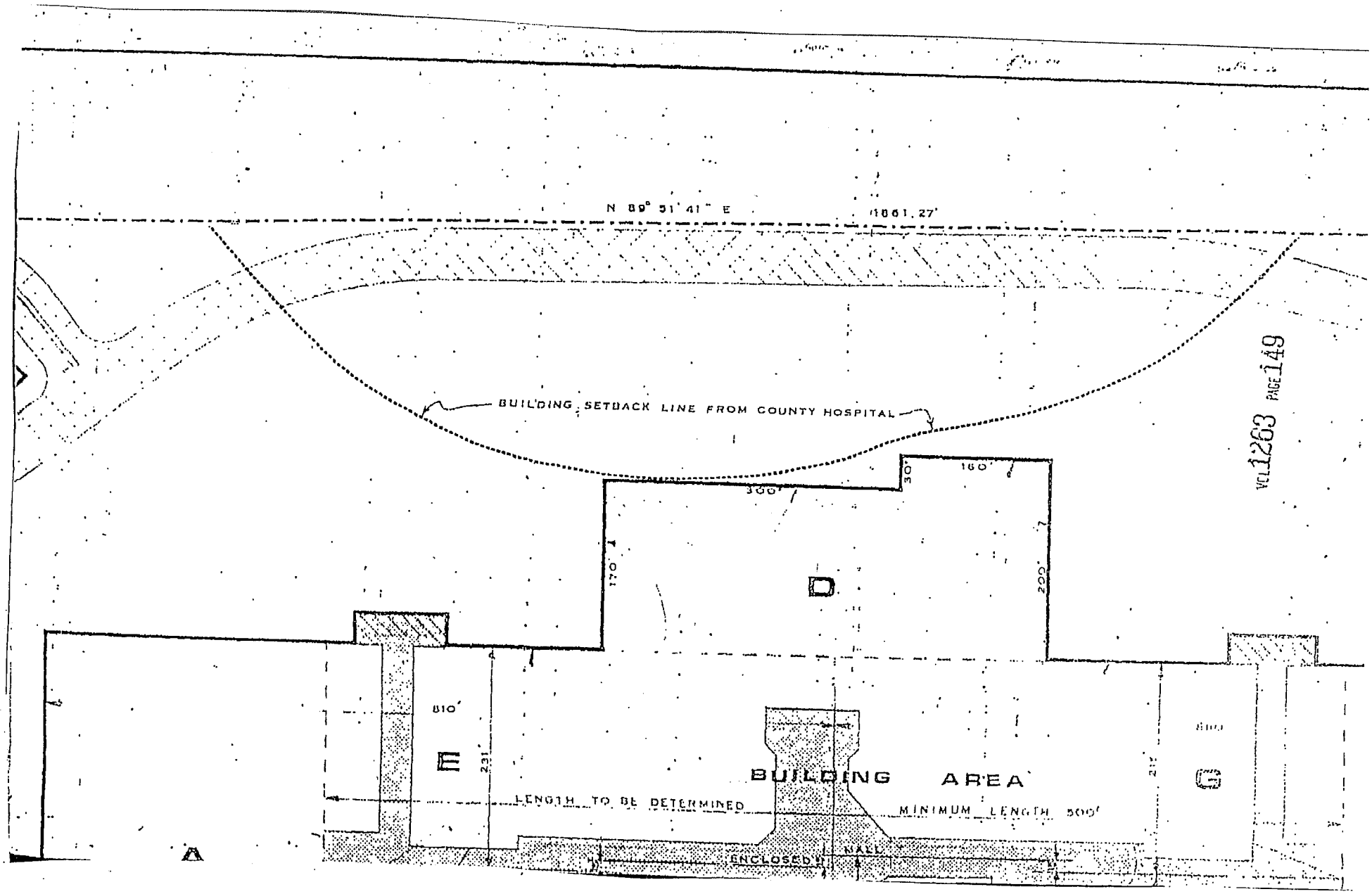
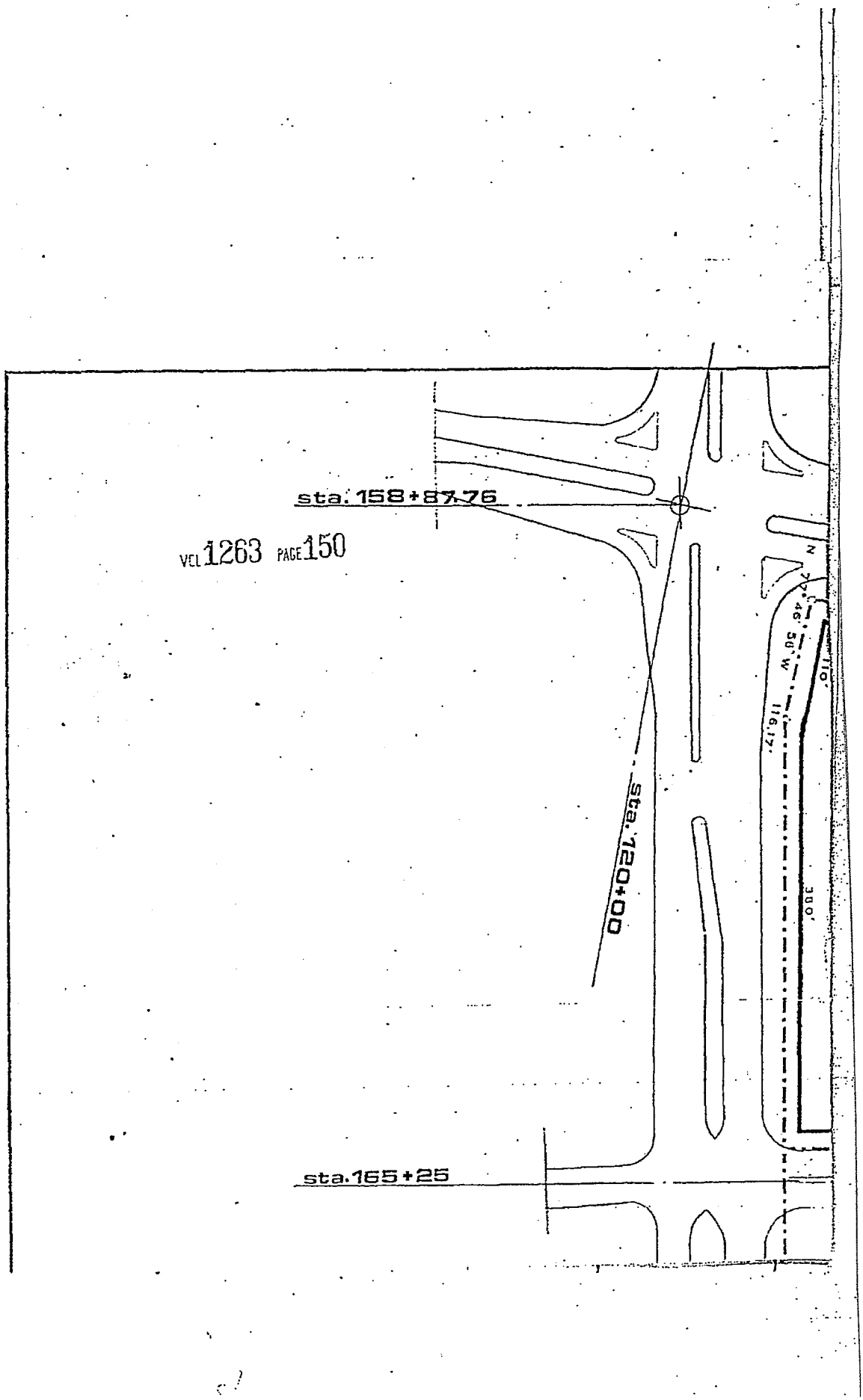
290'
125'
125'
BUILDING AREA K
BUILDING AREA J
290'
290'
S 00° 57' 56" W 150.00'
S 00° 57' 56" W 150.00'
S 00° 57' 56" W 150.00'
472.50'
N 89° 02' 04" W 1902.81'
263.40'


N 89° 51' 41" E
1861.27'
BUILDING SETBACK LINE FROM COUNTY HOSPITAL
VOL. 1263 PAGE 149
300'
30'
160'
170'
220'
D
810'
E
231'
BUILDING AREA
LENGTH TO BE DETERMINED
MINIMUM LENGTH 500'
ENCLOSED MALL
A
G



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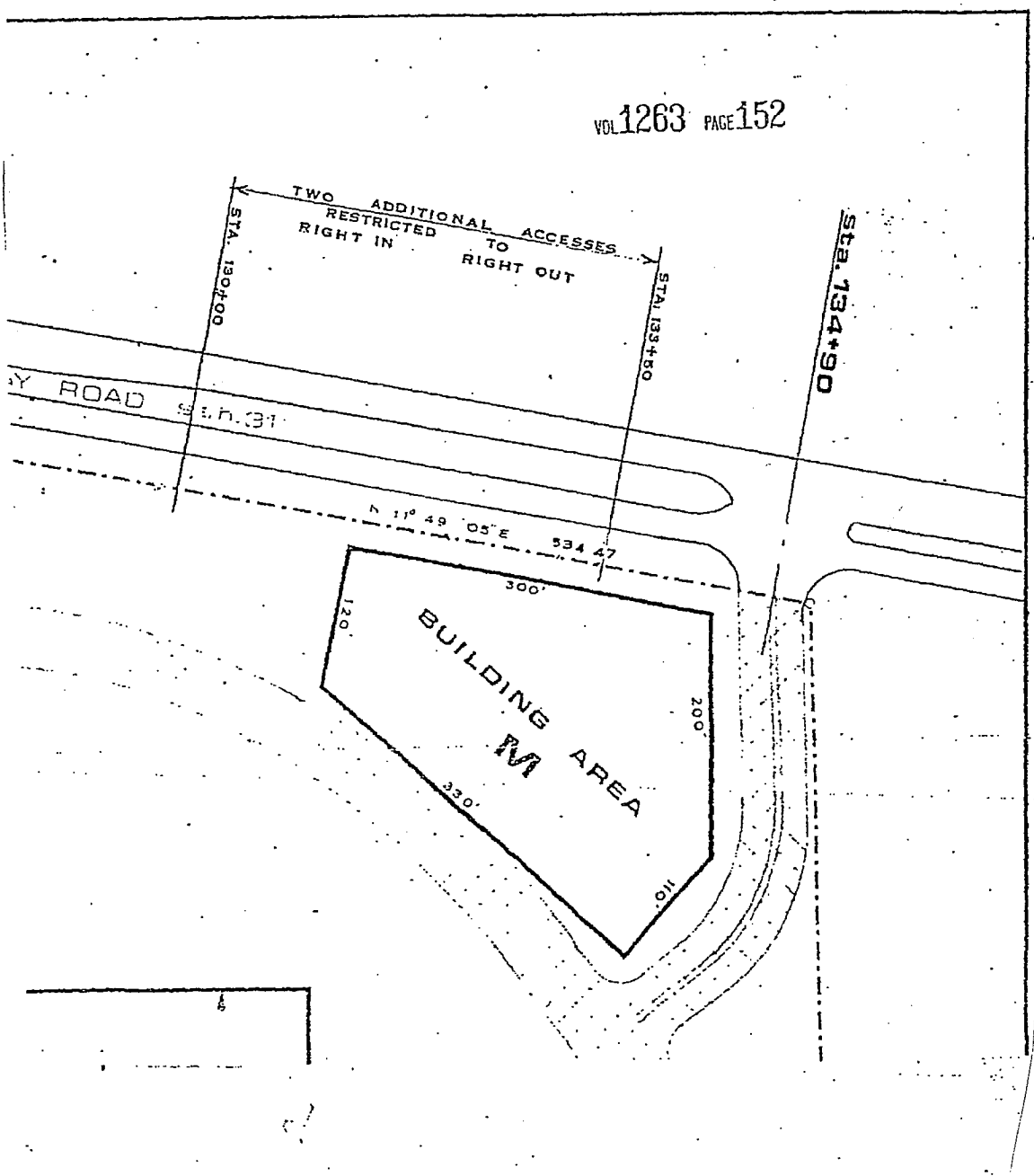
TWO ADDITIONAL ACCESSES
RESTRICTED TO
RIGHT IN
RIGHT OUT
STA. 130+00
STA. 133+60
Sta. 134+90
Y ROAD
S.L.H. 31
N 11° 49' 05" E 534.47
300'
120'
BUILDING AREA
M
200'
330'
110'

1066872

1545-235

Dec. 28, 1979

EASEMENT, RESTRICTION AND OPERATING AGREEMENT

RACINE MALL

RACINE, WISCONSIN

(This Document pertains to tracts of land located in the Northeast Quadrant of the intersection of Green Bay Road and Durand Avenue, Racine County, Wisconsin)

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1066872

Register's Office
Racine County, Wis. } SS.
Received for Record 28th
December A.D. 1979 at 4:19
o'clock P M. and recorded in Volume 1545
of Records on page 235-384

Harley J. Bralecki
Register of Deeds

150.00

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EASEMENT, RESTRICTION AND OPERATING AGREEMENT

THIS EASEMENT, RESTRICTION AND OPERATING AGREEMENT made as of the 28th day of DECEMBER, 1979, by and among RACINE JOINT VENTURE, a general partnership with offices at 25425 Center Ridge Road, Cleveland, Ohio 44145 (hereinafter called "Developer"), J. C. PENNEY PROPERTIES, INC., a Delaware corporation with offices at 1301 Avenue of the Americas, New York, New York 10019 (hereinafter called "Penney"), FEDERATED DEPARTMENT STORES, INC., a Delaware corporation with offices at Seven W. Seventh Street, Cincinnati, Ohio 45202 (hereinafter called "Federated") and THE CHAS. V. WEISE CO., an Illinois corporation (a subsidiary of P. A. Bergner & Co., a Delaware corporation) with offices at 3600 N. Main, Rockford, Illinois 61103 (hereinafter called "Bergner");

W I T N E S S E T H:

WHEREAS, the Phase A Site Plan, attached hereto as Exhibit A-1 and made a part hereof, shows the initial development of the Shopping Center, as hereinafter defined, by the parties hereto on their respective parcels of land hereinafter described, and the Phase B Site Plan, attached hereto as Exhibit A-2 and made a part hereof, shows an expansion of the initial development of said Shopping Center, including the Future Major Store, as hereinafter defined, and such Phase A and Phase B Site Plans are hereinafter collectively referred to as the "Site Plans"; and

WHEREAS, Developer owns (i) the parcel of land described on Exhibit B-1, attached hereto and made a part hereof, which parcel is hereinafter referred to and designated on the Site Plans as the "Developer Parcel", (ii) the parcels of land which are described in Exhibit B-2, attached hereto and made a part hereof, which parcels are hereinafter referred

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to and designated on the Site Plans as "Fringe Land Parcel No. 1", "Fringe Land Parcel No. 2", "Fringe Land Parcel No. 3" and "Fringe Land Parcel No. 4" and collectively herein sometimes called "Fringe Land Parcels" and (iii) the parcels of land which are described on Exhibit B-3, attached hereto and made a part hereof, which parcels are hereinafter referred to and designated on the Site Plans as "Developer Additional Parcel No. 1" and "Developer Additional Parcel No. 2" and collectively herein sometimes called "Developer Additional Parcels"; and

WHEREAS, Penney owns the parcel of land which is described on Exhibit B-4, attached hereto and made a part hereof and is hereinafter referred to and designated on the Site Plans as the "Penney Parcel"; and

WHEREAS, Federated owns the parcel of land which is described on Exhibit B-5, attached hereto and made a part hereof and is hereinafter referred to and designated on the Site Plans as the "Federated Parcel"; and

WHEREAS, Bergner owns the parcel of land which is described on Exhibit B-6, attached hereto and made a part hereof and is hereinafter referred to and designated on the Site Plans as the "Bergner Parcel"; and

WHEREAS, the owners of the Developer Parcel, Penney Parcel, Federated Parcel and Bergner Parcel propose to cause the development of plans for and to cause the construction of retail store buildings and other improvements comprising the Shopping Center, as hereinafter defined; and

WHEREAS, it is contemplated that said land, buildings and other improvements shall constitute a unified, regional shopping center of the enclosed mall type; and

WHEREAS, the parties hereto desire to create certain rights, privileges and easements and to impose certain restrictions and covenants upon their respective Parcels for the benefit of the respective Parcels of the others as hereinafter set forth; and

WHEREAS, it is the intention of the parties to set forth in this Agreement their rights, obligations, duties and responsibilities in connection with the development and use of, and the buildings and operation on, the Shopping Center, as hereinafter defined.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

Each of the parties hereto, for and in consideration of the foregoing and the mutual covenants and agreements herein contained, hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

A. Bergner Store. The term "Bergner Store" shall mean the two-level retail department store building to be constructed on the Bergner Parcel within Permissible Building Area G abutting the Fixed Building Lines to the extent shown on the Site Plans, with a major entrance on the Enclosed Mall which shall have an opening width of not less than twenty-three (23) feet.

B. Common Area. The term "Common Area" shall mean (i) individual parking places for passenger vehicles, including any permitted multi-level parking areas constructed pursuant to Paragraph 16 hereof, (ii) roadways to provide vehicular access to and from individual parking spaces and to and from streets and highways adjacent to and abutting the Shopping Center, including entrances to and exits from

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the Shopping Center, (iii) curbs, sidewalks and walkways located outside Perimeter Sidewalks as hereinafter defined, including those providing pedestrian access to and ingress and egress to and from such individual parking places, (iv) the Enclosed Mall and other malls on the Developer Parcel, whether covered or uncovered or open or enclosed, to provide pedestrian access to and ingress and egress to and from the Parcels of the respective parties hereto, (v) landscaped and planted areas located outside the Perimeter Sidewalks and (vi) lighting standards and fixtures, traffic and directional signs and traffic striping and marking.

C. Department Stores. The term "Department Stores" shall mean the following parties to this Agreement: Penney, its successors and assigns; Federated, its successors and assigns; Bergner, its successors and assigns; and any person, firm or corporation, other than Developer, which shall (i) acquire fee title to the portion of the Developer Parcel which includes Permissible Building Area I and so much of Permissible Building Areas A-1 and B-1 as Developer may determine to accommodate the Future Major Store and (ii) enter into an amendment to this Agreement expressly assuming all obligations of the Future Major Store and any other obligations that are attendant to being a Department Store hereunder.

D. Department Store Parcels. The term "Department Store Parcels" shall mean the parcels of land within the Shopping Center which are owned in fee by the Department Stores.

E. Enclosed Mall. The term "Enclosed Mall" shall mean the one-level enclosed, air conditioned, heated, ventilated and sprinklered mall, connected to and permitting

direct access between the mall entrances of the Penney Store, Federated Store, Bergner Store and the Future Major Store, said Enclosed Mall to be constructed as hereinafter provided and located in the area lightly shaded on the Site Plans.

F. Federated Store. The term "Federated Store" shall mean the retail department store building of not more than two levels to be constructed on the Federated Parcel within Permissible Building Area H abutting the Fixed Building Lines to the extent shown on the Site Plans, with a major entrance on the Enclosed Mall which shall have an opening width of not less than twenty (20) feet.

G. Floor Area. The term "Floor Area" shall mean the number of square feet of floor area on all levels, including, without limiting the generality of the foregoing, outside selling areas enclosed within semi-permanent structures, basements, mezzanines and floor area occupied for storage, measured to the exterior surface of the exterior walls and to the center of any common walls, but excluding (i) the Enclosed Mall (except for any area thereof occupied by permitted kiosks) and other malls, whether covered or uncovered or open or enclosed, (ii) penthouses and other floor area occupied solely by mechanical or electrical equipment, (iii) upper levels of multi-deck stock areas, (iv) portions of truck or loading docks which are not heated or air conditioned, (v) with respect to any Department Store Parcel, any second floor area which may be initially constructed thereon but which is not initially finished nor used for any purpose (including storage), provided that such floor area shall become and remain Floor Area from and after the date the

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same shall be first utilized, and (vi) with respect to the Developer Parcel, public lavatories, any public auditorium containing up to 4,500 square feet of floor area, service and fire corridors and the Developer office and maintenance building to the extent the Developer office and maintenance building do not exceed 2,800 square feet of floor area. Within thirty (30) days after the respective dates that the improvements on the Parcels of each of the Department Stores and the improvements on the Developer Parcel formally open for business, the party which has just opened for business shall deliver to each of the other parties a certificate of its architect or other appropriate employee certifying the number of square feet of Floor Area within each building on such party's Parcel. If the Floor Area on the party's Parcel shall change, such party shall, upon request of any other party hereto, cause its architect or such employee to deliver to the other parties a certification as to the Floor Area then on such party's Parcel.

H. Future Major Store. The term "Future Major Store" shall mean any retail store building of one or more levels containing not less than 75,000 square feet of Floor Area constructed within Permissible Building Area I and so much of Permissible Building Areas A-1 and B-1 (both as shown on the Phase B Site Plan) as Developer may determine, with a major entrance on the Enclosed Mall which shall have an opening width of not less than twenty-three (23) feet.

I. Mall Stores. The term "Mall Stores" shall mean the one level retail store buildings to be constructed on the Developer Parcel within Permissible Building Areas A, B, C and D and so much of Permissible Building Areas A-1 and

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B-1 as are not utilized for the Future Major Store, abutting the Fixed Building Lines to the extent shown on the Site Plans with entrances on the Enclosed Mall.

J. Opens For Business. The term "opens for business", in the case of a Department Store, shall mean the date on which such Department Store in fact formally opens or causes to be opened its Store for business to the general public and, in the case of Developer, the date on which Developer in fact formally opens or causes to be opened for business to the general public the Enclosed Mall and not less than fifty percent (50%) of the Floor Area within the Mall Stores. There shall be allowed each Department Store and the tenants of Developer a period not to exceed fourteen (14) days prior to the date of their respective formal openings during which they may engage in selling activities provided that no Department Store will advertise, and Developer will prohibit its tenants from advertising, in newspapers or on radio or television or otherwise that their respective improvements are open for business prior to August 5, 1981 or such later date as the parties may establish by amendment to this Agreement, no party being obligated in any way hereby to agree to such later opening date. Federated hereby waives its right to enforce the foregoing restriction on advertising against any other Department Store and/or Developer and its tenants.

K. Parties. The term "parties" shall mean the signatories hereto and their respective successors and assigns (hereinafter also sometimes called "owners") to the extent that such successors and assigns are owners in fee simple of all or any portion of the Developer Parcel, the Penney Parcel, the Federated Parcel or the Bergner Parcel and the liability of each of said parties shall extend only to those obligations

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hereunder which affect the Parcel then owned by such parties, except as otherwise provided in Paragraph 21L hereof.

L. Penney Store. The term "Penney Store" shall mean the two level retail department store building to be constructed on the Penney Parcel within Permissible Building Area E abutting the Fixed Building Lines to the extent shown on the Site Plans with a major entrance on the Enclosed Mall which shall have an opening width of not less than twenty-three (23) feet.

M. Perimeter Sidewalks. The term "Perimeter Sidewalks" shall mean the sidewalks and walkways located inside the inner curbline of the interior circulation roadway next adjacent to the buildings having access to the Enclosed Mall on the Developer Parcel and the Department Store Parcels.

N. Permissible Building Areas. The term "Permissible Building Area(s)" shall mean those portions of the Shopping Center designated as such on the Site Plans.

O. Shopping Center. The term "Shopping Center" shall mean the Developer Parcel, as the same may be constituted from time to time, and the Department Store Parcels, together with all buildings and other improvements constructed at any time thereon, which Shopping Center shall be known as "Racine Mall", and such name shall not be changed without the prior written consent of the Developer and the Department Stores.

2. Construction by Penney.

A. Penney Store and Penney Automotive Service Building. Penney agrees at its expense to design and construct the Penney Store which shall have a total Floor Area of not less than 110,000 square feet. Penney shall have the right to design and construct an automotive service building within

Permissible Building Area F, abutting the Penney Store (hereinafter called the "Penney Automotive Service Building"), which shall have a total Floor Area of not less than 10,000 square feet. As part of its construction of the Penney Store and Penney Automotive Service Building, Penney agrees that it will, at its expense, construct the Perimeter Sidewalks next adjacent to the Penney Store and Penney Automotive Service Building and will install all landscaping between the exterior building perimeter of the Penney Store and Penney Automotive Service Building and the Perimeter Sidewalks. All of such construction shall be in accordance with outline specifications to be submitted as provided in Paragraph 7D hereof.

B. Restrictions on Penney Construction. Penney agrees that all construction contemplated by this Paragraph 2 shall be further subject to any applicable restrictions set forth in Paragraph 14 hereof.

3. Construction by Federated.

A. Federated Store. Federated agrees at its expense to design and construct the Federated Store which shall have a total Floor Area of not less than 100,000 square feet. As part of its construction of the Federated Store, Federated agrees that it will, at its expense, construct the Perimeter Sidewalks next adjacent to the Federated Store and will install all landscaping between the exterior building perimeter of the Federated Store and the Perimeter Sidewalks. All of such construction shall be in accordance with outline specifications to be submitted as provided in Paragraph 7D hereof.

B. Restrictions on Federated Construction. Federated agrees that all construction contemplated by this

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Paragraph 3 shall be further subject to any applicable restrictions set forth in Paragraph 14 hereof.

4. Construction by Bergner.

A. Bergner Store. Bergner agrees, at its expense, to design and construct the Bergner Store which will have a total Floor Area of not less than 100,000 square feet. As part of its construction of the Bergner Store, Bergner agrees that it will, at its expense, construct the Perimeter Sidewalks next adjacent to the Bergner Store and will install all landscaping between the exterior building perimeter of the Bergner Store and the Perimeter Sidewalks. All of such construction shall be in accordance with outline specifications to be submitted as provided in Paragraph 7D hereof.

B. Restrictions on Bergner Construction. Bergner agrees that all construction contemplated by this Paragraph 4 shall be further subject to any applicable restrictions set forth in Paragraph 14 hereof.

5. Construction of Future Major Store.

A. Future Major Store. Developer agrees that in the event of an expansion of the Shopping Center to include the Future Major Store, Developer will cause such Future Major Store to be designed and constructed. The Future Major Store will have a total Floor Area of not less than 75,000 square feet. All of such construction shall be in accordance with outline specifications to be submitted as provided in Paragraph 7D hereof.

B. Restrictions on Future Major Store Construction. Developer agrees that all construction to be undertaken pursuant to this Paragraph 5 shall be further subject to any applicable restrictions set forth in Paragraph 14 hereof.

6. Construction by Developer.

A. Enclosed Mall and Mall Stores. Developer

agrees, at its expense, to design and construct the Mall Stores having a total Floor Area of not less than 190,000 square feet. Developer further agrees at its expense to design and construct the Enclosed Mall, including necessary sprinkler, heating, lighting, air-conditioning and ventilating equipment, decorative elements, amenities and landscaping therefor. As part of its construction of the Mall Stores and the Enclosed Mall, Developer agrees that it will, at its expense, construct the Perimeter Sidewalks next adjacent to the Mall Stores and the Enclosed Mall and will install all landscaping between the exterior building perimeter of the Mall Stores and the Enclosed Mall and such Perimeter Sidewalks. All such construction shall be in accordance with the plans to be approved as provided in Paragraph 7 hereof.

B. Restrictions on Developer Construction. Developer agrees that all construction contemplated by this Paragraph 6 shall be further subject to any applicable restrictions set forth in Paragraph 14 hereof.

7. Plans and Specifications.

A. Design Requirements. The parties agree to construct the improvements described in Paragraphs 2A, 3A, 4A, 5A and 6A hereof so as to form an integrated shopping center with harmonious architectural style and quality, using the same or architecturally harmonious exterior materials and colors for their respective building improvements. Each Department Store, as to its respective Store, and Developer, as to the Enclosed Mall and the Mall Stores, further agrees to design such improvements to provide parapets or individual screens to obscure from view from the parking areas all HVAC units, cooling towers, vents and exhaust fans.

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B. Preliminary Plans and Specifications by Developer. Not later than nineteen (19) months prior to the date Developer is obligated to open the Enclosed Mall and Mall Stores as provided in Paragraph 10B, (the "Developer Opening Date"), Developer will complete and deliver at its expense, to each of the Department Stores for approval, which approval shall not be unreasonably withheld, preliminary plans and specifications as hereinafter defined, all of which shall be consistent with the Site Plans, indicating the exterior appearance of the Enclosed Mall and the Mall Stores to be constructed on the Developer Parcel as provided in Paragraph 6A hereof. Not later than nineteen (19) months before the Developer Opening Date, Developer will complete and deliver, at its expense, to each of the Department Stores, for approval, which approval shall not be unreasonably withheld, preliminary plans and specifications showing the interior treatment of the Enclosed Mall provided, however, that the right of approval of each of the Department Stores with respect to the interior design, decorative treatment and location, type and size of amenities for the Enclosed Mall shall be limited to approval within the mall areas between the front of their respective Stores and the cross mall closest to their respective Stores. Within thirty (30) days after the receipt of said preliminary plans and specifications, each Department Store shall give Developer notice in writing of its approval or disapproval thereof, specifying in the latter event the reasons therefor. Failure to give any notice of approval or disapproval within such period shall constitute approval thereof. Developer will, within ten (10) days after receipt of a notice of disapproval, as aforesaid, appropriately amend and modify said preliminary

plans and specifications so as to reflect all changes, modifications and corrections which the Department Stores are permitted to require hereunder and upon completion thereof, the preliminary plans and specifications as so amended and modified shall be approved in writing by the Department Stores and, in the absence thereof, failure to give notice of disapproval in writing within twenty (20) days after receipt of said preliminary plans and specifications as so amended and modified shall constitute approval thereof. As used in this Paragraph 7B, "preliminary plans and specifications" means basic architectural plans and specifications providing for first-class structure, workmanship and materials substantially equal or better in quality, design and construction to those for the improvements on the shopping center site at Brookfield Square Shopping Center, Brookfield, Wisconsin. Details relating to specific areas within any building may be excluded from the aforesaid studies, plans and specifications.

C. Final Plans and Specifications by Developer. Following approval of the preliminary plans and specifications as provided in Paragraph 7B above, Developer shall promptly proceed, at its expense, with the preparation of final plans and specifications for the buildings and other facilities and improvements referred to in Section 6A hereof, which shall be substantially in accord with the preliminary plans and specifications approved as provided in Paragraph 7B hereof. Developer shall have the right to make any changes that may be required to make said buildings and other facilities and improvements on the Developer Parcel suitable to the use of tenants, provided that such changes are consistent

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with the Site Plans and with the preliminary plans and specifications so approved. Said final plans and specifications shall be submitted to each Department Store not later than twelve (12) months before the Developer Opening Date. As used herein, "final plans and specifications" shall mean definitive architectural plans and specifications including all necessary working drawings and specifications and providing for a first-class structure, workmanship and materials substantially equal to or better in quality, design and construction to those for the improvements on the shopping center site at Brookfield Square Shopping Center, Brookfield, Wisconsin and in detail sufficient to permit construction in full of the buildings and other facilities and improvements referred to in Paragraph 6A hereof; provided, that said final plans and specifications may omit such portions of the work and materials as are related to the special requirements of tenants who will occupy said buildings and which requirements cannot reasonably be anticipated at the time of preparation of said plans and specifications. Within thirty (30) days after receipt of the final plans and specifications, each Department Store shall give Developer notice in writing of its approval or disapproval thereof, specifying in the latter event the reasons therefor. Failure to give any notice of approval or disapproval within such period shall constitute approval thereof. Each Department Store's right to disapprove such final plans and specifications as to improvements on the Developer Parcel shall be limited to objections that they do not conform to the Site Plans or otherwise meet the requirements of Paragraph 7B hereof. Developer will, within fifteen (15) days after receipt of

notice of disapproval, as aforesaid, appropriately amend and modify said final plans and specifications so as to reflect all changes, modifications and directions which a Department Store is permitted to require hereunder and upon completion thereof to the reasonable satisfaction of the Department Stores, the final plans and specifications as so amended and modified shall thereupon be approved in writing by each Department Store and, in the absence thereof, the Department Store's failure to promptly give notice of disapproval in writing within fifteen (15) days after receipt of such plans and specifications as so amended and modified shall constitute approval thereof.

D. Outline Drawings and Specifications by Department Stores. Not later than sixteen (16) months prior to its respective opening date as provided in Paragraph 10B hereof, each of the Department Stores will, at its expense, complete and deliver to each other and to Developer for informational purposes only, outline specifications relating to the exterior treatment (including landscaping within the Perimeter Sidewalks) of their respective Stores and, in the case of Penney, the Penney Automotive Service Building, if any, together with prospective drawings showing such treatment.

E. Consultation During Design Period. The parties agree to cooperate in exchanging architectural and construction information during the course of design of the exterior treatment of their respective buildings, and the construction thereof and further agree to conduct such meetings of their representatives as may be desirable to exchange the foregoing information for the purpose of carrying out the intention of Paragraph 7A hereof.

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8. Site Construction.

A. Common Areas and Building Pads. Developer agrees, at its expense except as otherwise provided in Paragraph 8I hereof, to design and improve or cause to be improved as Common Areas of the type and to the extent shown on the Phase A Site Plan, the Parcels of each of the Department Stores and the Developer Parcel, except for such portions of such Parcels which are to be improved by the owners thereof pursuant to Paragraphs 2A, 3A, 4A and 6A hereof, respectively and, as to such areas, Developer shall cause the pads for such building improvements to be prepared, including the grading and compaction of same. The obligation of the Developer for the installation of such Common Areas shall include, but not be limited to, soils analysis, drainage, grading, compacting, installing a fully operable parking lot lighting system, paving, sidewalks (except Perimeter Sidewalks), curbing and islands, the striping of parking areas, installing traffic parking control signs, directional and identification signs (including wiring), landscaping (except within Perimeter Sidewalks) and temporary on-site roadways and parking. Notwithstanding the foregoing, it is agreed that in the event that the Future Major Store shall agree to commence construction of its Store on or before January 1, 1983, Developer may elect to cause the Developer Parcel to be improved with Common Areas of the type and to the extent shown on the Phase B Site Plan except that Developer shall seed and maintain in a sightly condition, Permissible Building Areas A-1, B-1 and I until such time as the same are improved with buildings or Common Areas in accordance with this Agreement. Developer agrees that on or before the

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date any Floor Area is open for business within Permissible Building Area I, it will cause to be improved, as Common Areas, including paving, curbing and sidewalks (excluding Perimeter Sidewalks) all of the Developer Parcel shown as being so improved on the Phase B Site Plan except for those portions thereof which are improved as the Future Major Store and/or additional Enclosed Mall and Mall Stores. In addition, it is agreed that Developer shall not be required to construct the segment of roadway on the Developer Parcel indicated on the Phase A Site Plan as cross-hatched and lightly shaded, until such time as the proposed north-south road adjacent to the Developer Additional Parcels shall have been constructed. All such construction and installation of Common Areas and the preparation of building pads shall be in compliance with the Site Development Plans and Outline Specifications provided for in Paragraph 8D and shall be completed on or before the dates specified in said Outline Specifications.

B. Utilities. Developer agrees, at its expense except as otherwise provided in Paragraph 8I hereof, to design and install or cause to be installed underground utility lines on the Shopping Center and Fringe Land Parcel Nos. 1, 3 and 4 which are the subject of the easements granted pursuant to Paragraph 13 hereof, such utilities to be brought to a point within five (5) feet of building lines of each of the Department Stores and to be of the type, at the location and to the extent shown on the Site Development Plans and in compliance with the Outline Specifications provided for in Paragraph 8D, such facilities to include the construction and installation of domestic water lines, fire

loop lines, main trunk storm water lines, main trunk sanitary sewer lines, and main feeder lines for electric, gas (if available for space heating prior to paving of the Common Areas) and telephone services. All such installations shall be commenced and completed on or before the dates specified in said Outline Specifications.

C. Off-Site Improvements. Developer agrees to construct or cause to be constructed the following off-site improvements required in connection with the initial development of the Shopping Center: (i) the connection to and extension of water mains, telephone, gas (if available for space heating prior to paving of the Common Areas), electric, sanitary sewer and storm water lines to the nearest boundary of the Shopping Center and the obtaining of service with respect thereto from the serving utilities or public bodies (subject to each party paying the prevailing tap-in or connection charge for the improvements on its Parcel to such utility or public body); and (ii) signalization of the Shopping Center entrances on Green Bay Road and Durand Avenue at the locations shown on Exhibit A subject to approval thereof by the Highway Department or other applicable authorities, Developer hereby agreeing to use its best efforts to obtain such approvals. The extension and connection of utility lines pursuant to (i) above shall be completed prior to the completion of the on-site utility systems to be constructed or installed by Developer pursuant to Paragraph 8B hereof. The signalization of entrances to the Shopping Center shall be completed prior to August 5, 1981.

D. Site Development Plans and Outline Specifications. Developer has heretofore prepared and submitted to the

Department Stores preliminary plans consisting of 8 sheets, SD 1 through SD 7, inclusive, dated May 14, 1979 as revised November 19, 1979, indicating the type and approximate location of on-site Common Areas and underground utility lines which are to be

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installed on the Shopping Center and off-site facilities required in connection with the development of the Shopping Center (herein called "Site Development Plans"). Copies of such Site Development Plans have been initialed by the parties hereto to indicate their approval thereof and such Site Development Plans are, by this reference, incorporated herein and made a part hereof. All improvements to be constructed or installed by Developer under Paragraphs 8A, 8B and 8C above shall also comply with the Outline Specifications, attached hereto as Exhibit D and made a part hereof, which establish general design data, standards and minimum technical specifications to be used for the Detail Specifications, unless any applicable governmental regulations shall establish higher standards, in which case such higher standards shall be observed.

B. Working Drawings and Detail Specifications. Prior to the commencement of construction or installation of each component of the improvements to be constructed by Developer pursuant to Paragraphs 8A, 8B and 8C above, Developer will prepare or cause the Engineer or other appropriate consultant to prepare Working Drawings and Detail Specifications for such improvements and shall submit copies thereof to each of the Department Stores for approval, which approval shall not be unreasonably withheld or delayed. Each Department Store shall have the right to disapprove such Working Drawings and Detail Specifications only if the same do not conform to the Site Development Plans and Outline Specifications, Exhibit A-1 or A-2 hereto, as the case may be, or are not otherwise in compliance with the terms of this Agreement. Upon approval of such Working Drawings and

Detail Specifications, the same shall supersede the Site Development Plans and Outline Specifications to the extent that there are any inconsistencies therewith. In the event that the location or design of Common Areas or other improvements shown on the Site Plans varies from the location or design of such Common Areas or other improvements specified in approved Working Drawings or Specifications, the parties agree to join in the execution of an appropriate amendment to this Agreement for the purpose of making the Site Plans conform to the approved Working Drawings and Detail Specifications.

F. Engineer and Consultants. Developer agrees to retain Center Ridge Design Services, Inc., (sometimes referred to herein as the "Engineer") to represent Developer in designing and preparing bid documents and performing all the necessary site engineering and surveying services incident to the improvements to be installed by Developer pursuant to Paragraphs 8A, 8B and 8C above, except for such services as may be performed by other consultants as hereinafter provided, and to inspect and certify that such installations are in accordance with the Working Drawings and Detail Specifications. Developer agrees to retain such additional competent engineers and consultants as Developer shall deem necessary or advisable, all of whom or which shall be subject to the prior approval of the Department Stores, which approval shall not be unreasonably withheld or delayed. Such consultants shall include, but not be limited to, soils engineers to conduct test boring and to prescribe and supervise compaction and site preparation (it being agreed that O'Brien and Associates is acceptable to perform such service), traffic engineers

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to undertake a traffic flow design and parking lot layout within the Shopping Center and to perform any services required in connection with the design and construction of off-site roadway improvements, (it being agreed that Barton-Aschman & Associates is acceptable to perform such services), a lighting engineer to devise a suitable parking lot lighting system (it being agreed that James A. Frederick and Associates is acceptable to perform such services) and a landscape architect or architects to prepare a uniform landscape plan covering all Common Areas. All Working Drawings and Detail Specifications prepared by the Engineer or such Consultants shall be submitted to the Department Stores for approval in accordance with Paragraph 8E hereof.

G. Self-Help. If, after reasonable notice in writing given by an owner of a Parcel comprising the Shopping Center to Developer that Developer has not performed the on-site and off-site construction contemplated by Paragraphs 8A, 8B and 8C above in accordance with the schedule set forth in the Outline Specifications, Developer shall fail or refuse to perform such construction, then the owner of the Parcel giving such notice shall have the right to perform such on-site or off-site construction as Developer shall have failed to perform and any amounts so expended under this provision and any costs reasonably incurred as a result of such non-performance shall be payable on demand and may be withheld from amounts otherwise payable by such owner to Developer pursuant to this Agreement or the respective Supplemental Agreement between such owner and Developer.

H. Workmanship and Material Guarantee. Developer agrees that in connection with the construction of on-site and off-site improvements contemplated by Paragraphs 8A, 8B

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and 8C above, Developer will be responsible for and shall make or cause to be made any repairs required to any component of such work arising by reason of defects in design, workmanship or materials so long as the need for such repairs arises within one (1) year from the date of acceptance of such component of such work. Developer will obtain for the benefit of each Department Store guarantees or warranties from the contractors responsible for each such component of work guaranteeing or warranting design, workmanship and materials used in connection therewith for a period (the "Guarantee Period") of the longer of (i) one (1) year from the date of acceptance of such work or (ii) the period equal to the duration of any guaranty or warranty (on a component of work basis) running to the benefit of the Developer in respect of the Developer Parcel (or the comparable component of work thereon), and each such guaranty or warranty for each Department Store shall be at least as inclusive and extensive in scope and benefit as the comparable guaranty or warranty obtained in respect of the Developer Parcel. Developer agrees that in the event that there shall be available to Developer guarantees or warranties against defects in design, workmanship or materials for a period in excess of the Guarantee Period, Developer shall obtain such additional guarantees or warranties provided, however, that in the event that an additional charge shall be made by a contractor for the extension of any such guarantee or warranty, Developer shall notify each of the Department Stores of such additional cost and Developer shall be obligated to obtain such additional guarantees or warranties only in the event that the Department Stores are willing to pay a proportionate share of the additional cost therefor,

such proportionate share to be based upon the ratio which the acreage of each Department Store Parcel bears to the total acreage of the Shopping Center. Developer agrees to enforce any guarantees or warranties obtained from its contractors and hereby assigns to each of the owners of the Parcels comprising the Shopping Center any such guarantees or warranties as Developer shall obtain and the right to enforce same with reference to the Parcel of such owner.

I. Contributions Toward Site Construction. In consideration of the agreement of Developer to undertake the on-site and off-site construction contemplated by Paragraphs 8A, 8B and 8C above, the Department Stores each severally agrees to pay to Developer as partial reimbursement for the costs to be incurred by Developer therefor, the amount set forth in its respective Supplemental Agreement of even date herewith which each Department Store has entered into with Developer.

9. Further Requirements for Construction.

A. Compliance with Building and Zoning Laws. All building and other improvements referred to in Paragraphs 2, 3, 4, 5, 6 and 8 hereof, shall (i) comply with the applicable building and zoning laws of the state, county, municipal or other subdivision in which the Shopping Center is situated, including all laws, ordinances, orders, rules, regulations and requirements of all federal, state, county and municipal governments and the appropriate departments, commissions, boards and officers thereof; (ii) comply with all fire separation requirements; (iii) be in accordance with the standards of Factory Mutual Engineering Association, Industrial Risk Insurers or such other similar organization approved by the Department Stores and Developer; and (iv) comply with orders, rules and regulations of the National Board of Fire

Underwriters or any other body now or hereafter constituted performing similar functions in Racine County, Wisconsin. Each of the parties hereto agrees that it shall obtain, at its expense, all necessary government approvals, authorizations, permits and certificates of occupancy necessary to permit the construction and operation of its respective improvements for the purpose contemplated by this Agreement; provided that all permits for the improvements to be provided by Developer under Paragraphs 8A, 8B and 8C hereof shall be obtained by Developer at its expense.

B. Removal of Liens. Each party agrees that in the event any mechanic's lien or other statutory lien shall be filed during the term of this Agreement against its respective Parcel and/or the Parcel of any other party by reason of work, labor, services or materials supplied to or at the request of it pursuant to construction or expansion or repair or replacement of improvements on its Parcel, the party whose action caused such lien shall pay and discharge the same of record within thirty (30) days (i) after the filing thereof or (ii) after the receipt of statutory notice of the filing thereof (if provided for), subject to the provisions of the following sentence. Each such party whose action caused such lien shall have the right to contest the validity, amount and/or applicability of any such respective liens, by appropriate legal proceedings, and so long as it shall furnish security, as hereinafter provided, and be prosecuting such contest in good faith, the requirement that such liens be paid and discharged within said 30 day period shall not be applicable; provided, however, that in any event, such party whose action caused such lien shall, within thirty (30) days after filing thereof, bond or guarantee

payment of such liens in an amount (but in no event less than the amount claimed under said liens) and form sufficient to induce the company which insured title of the respective Parcel of each of the other parties to insure through such liens or to reissue or update its existing policy without showing any title exceptions by reason of such liens and such party whose action caused such lien shall defend, indemnify and save harmless each of the other parties from all loss, damage, liability, expense or claim whatsoever (including attorney's fees and other costs of defending against the foregoing) resulting from the assertion of any such liens. In the event such legal proceedings shall be finally concluded adversely to the party contesting such liens, it shall within five (5) days thereafter cause the liens to be discharged of record. Anything herein to the contrary notwithstanding, Developer agrees to protect, defend, indemnify and hold harmless the Department Stores from any and all loss, cost and expense arising out of any liens or claims for work or labor done or to be done, or for materials furnished to or to be furnished in connection with the installations to be completed by Developer pursuant to Paragraphs 8A, 8B and 8C hereof except that Developer shall have the right to contest the validity of any lien or claim arising therefrom in the manner and upon the same conditions as is hereinabove afforded each party.

10. Construction and Opening of Shopping Center.

A. Commencement of Construction. Federated, Bergner and Developer shall each commence construction of the improvements specified in Paragraphs 3A, 4A and 6A hereof, respectively, on or before May 5, 1980 and Penney shall commence construction of the improvements specified in Paragraph 2A hereof on or

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before January 1, 1981, or upon such later date that each of the following conditions have been satisfied: (i) the Parcel of such party has then been graded sufficiently to permit construction and the Permissible Building Area of such party has been prepared for construction in accordance with the Site Development Plans and Outline Specifications; (ii) construction roads, temporary utilities and staging areas have been installed in accordance with the Site Development Plans and Outline Specifications; (iii) that Developer shall have delivered to each of the Department Stores a certification that Developer has entered into a contract for the construction of the Enclosed Mall and Mall Stores in conformity with the plans and specifications approved by the Department Stores with a contractor or contractors satisfactory to the Department Stores (Jacobs Brothers Co. of Cleveland, Ohio being a contractor satisfactory to the Department Stores), and (iv) Developer has obtained an interim loan in an amount at least equal to the projected cost to complete the Enclosed Mall and Mall Stores and reasonable evidence of the source of funds in excess of such interim loan required to complete the Enclosed Mall and Mall Stores, if any. It shall be a further condition of the obligation of Federated and Bergner to commence construction of their respective improvements that Developer and one other Department Store shall have then commenced or shall simultaneously commence construction of the enclosed Mall and Mall Stores and it shall be a further condition of the obligation of Penney to commence construction of its Store that Developer shall then be actively constructing the Enclosed Mall and Mall Stores and that at least one Department Store shall then be actively constructing its Store. In the

event that each of the foregoing conditions of the obligations of each of the parties to commence its construction is not satisfied prior to or during a portion of a construction season sufficient to permit a meaningful portion of construction to go forward, (April 1 to October 1) such party may delay commencement of construction until the next construction season; provided, however, that in the case of Penney, Penney shall commence its construction without regard to such construction season in sufficient time to permit it to complete construction and open its Store on the date provided in Paragraph 10B if the other conditions set forth above have then been satisfied.

B. Completion of Construction and Opening for Business. Each Department Store shall complete construction of its respective Store and other improvements and, in the case of Federated and Bergner, shall open or cause the same to be open for business on not later than the later of August 5, 1981 or the date fourteen (14) months following the date that such party was obligated to commence construction and, in the case of Penney, shall cause the same to be open for business on not later than the later of March 3, 1982 or the date fourteen (14) months following the date Penney was obligated to commence construction. Developer shall complete its construction of the Enclosed Mall and Mall Stores in accordance with the approved final plans and specifications and will complete or cause its tenants to complete improvements for individual Mall Stores at such time as will permit the Enclosed Mall and not less than one hundred fifty thousand (150,000) square feet of Floor Area within the Mall Stores to formally open for business on the date that not less than two (2) Department Stores are formally open for business (but in no event prior to August 5, 1981).

so as to provide a common opening date for the Shopping Center. If, at any time on or after August 5, 1981, one Department Store shall have completed construction of its Store and shall elect to open for business, Developer agrees to open the Enclosed Mall and so much of the Floor Area of Mall Stores as is then reasonably possible for business on the day such Department Store shall so open for business. Notwithstanding the foregoing, no Department Store shall be obligated to open its Store for business until one other Department Store is open or will simultaneously open for business and the Enclosed Mall, together with at least one hundred fifty thousand (150,000) square feet of Floor Area within the Mall Stores are open or will simultaneously open for business. In addition to the foregoing, no Department Store shall be obligated to open its Store for business until the on-site and off-site improvements to be constructed by Developer pursuant to Paragraphs 8A, 8B and 8C have been completed. Anything herein to the contrary notwithstanding, it is mutually agreed that no party shall be required to open for business between November 1 and February 1, or between May 1 and July 31, or during the forty-five (45) days prior to Easter or on a Saturday, Sunday or legal holiday.

C. Obligations with Respect to Later Construction. Each of the parties agrees that in the event that it shall undertake or be pursuing construction of any building or other improvements to be initially constructed on its Parcel at any time after any other party shall be open for business or, following completion of such initial construction, shall thereafter elect to alter or expand or modify any such improvement at any time that the improvement of any other party shall be open for business, the party so undertaking

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such construction, alteration or expansion shall take such steps as may be reasonably necessary to minimize interference with the ongoing business of the Shopping Center including, but without limitation: (i) the erection of attractive construction barricades adequate to restrict the public's access to the portions of such party's Parcel involved and to provide security for any areas used for contractor's offices and storage of materials and supplies; (ii) the confining of its construction equipment and materials to a staging area(s) on such party's Parcel at a location(s) to be approved by the other parties hereto, which approval shall not be unreasonably withheld; (iii) the exercise of its best efforts to have all its contractors, agents and employees who park in the Shopping Center elsewhere than on the Parcel of such party to park only within such areas as may be designated with the approval of the other parties hereto, which approval shall not be unreasonably withheld; (iv) the exercise of its best efforts to have all its contractors, agents and employees use only such entrances to and roadways within the Shopping Center as may be designated with the approval of the other parties hereto, which approval shall not be unreasonably withheld, for all deliveries of materials and the like and the removal of construction spoil and debris; and (v) the removal of all dirt, spoil and construction debris from the Shopping Center at regular intervals. Each Department Store hereby agrees that in the event that during the course of its initial construction it shall damage any of the on-site or off-site improvements to be constructed by Developer pursuant to Paragraphs 8A, 8B or 8C hereof (without regard to whether such improvements are located upon the Parcel of such Department Store or

elsewhere within the Shopping Center), such Department Store shall be responsible for the repair or replacement of the on-site or off-site improvements so damaged. Each party further agrees that in the event that it shall undertake construction of new improvements or the alteration or expansion of existing improvements upon its Parcel at any time during the term of this Agreement, such party shall be responsible for and shall repair or replace any improvements on the Parcel of any other party, including building improvements and Common Area improvements, which may be damaged during the course of and by reason of such construction.

11. Access Easements.

A. Grant of Access Easements.

(1) Each of the owners of the Department Store Parcels and the Developer Parcel hereby grants to each of the other owners, their respective successors and assigns, for the benefit of the Parcel of each such owners; to wit, the Penney Parcel, Federated Parcel, Bergner Parcel and the Developer Parcel, as the case may be, the perpetual (subject to termination upon abandonment as provided in Paragraph 21Q hereof), non-exclusive right, privilege and easement to use for pedestrian and vehicular traffic only, the strips of land over portions of each grantor's Parcel, the location and width of which strips of land are shown on the Phase A Site Plan and indicated thereon by cross-hatching, to provide ingress to and egress from their respective parcels and Green Bay Road, Durand Avenue and the proposed roadway located adjacent to the easterly boundary of the Developer Additional Parcels, together with the rights and subject to the restrictions and reservations set forth in Paragraphs 11B and 11C.

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(2) Each of the owners of the Department Store Parcels hereby grants to Developer, its successors and assigns, for the benefit of the Fringe Land Parcels and the Developer Additional Parcels and Developer, as owner of the Developer Parcel, for its successors and assigns, hereby declares for the benefit of the Fringe Land Parcels and the Developer Additional Parcels, the perpetual (subject to termination upon abandonment as provided in Paragraph 21Q hereof), non-exclusive right, privilege and easement to use, for pedestrian and vehicular traffic only, the strips of land over portions of each grantor's or declarant's Parcel, the location and width of which strips of land are shown on the Phase A Site Plan and indicated thereon by cross-hatching, to provide ingress to and egress from the Fringe Land Parcels and the Developer Additional Parcels and Green Bay Road, Durand Avenue and the proposed roadway located adjacent to the easterly boundary of the Developer Additional Parcels, together with the rights and subject to the restrictions and reservations set forth in Paragraphs 11B and 11C.

(3) The owner of the Developer Parcel hereby grants to each of the owners of the Department Store Parcels, their respective successors and assigns, for the benefit of the Department Store Parcels, and hereby declares for itself and its successors and assigns for the benefit of the Fringe Land Parcels and the Developer Additional Parcels, the perpetual (subject to termination upon abandonment as provided in Paragraph 21Q hereof), non-exclusive right, privilege and easement to use, for pedestrian and vehicular traffic only, the strip of land over the Developer Parcel, which is shown by cross-hatching on the Phase B Site Plan, provided that the grantees each agrees to make no use of such easement

until the date of completion of the construction of a roadway within such strip of land in connection with the expansion of the Shopping Center by the addition of the Future Major Store. Upon the date that the right to use the Access Easement granted by this Paragraph 11A(3) shall commence, that portion of the Access Easement granted pursuant to Paragraph 11A(1) above and shown as being lightly shaded within the dashed lines on the Phase B Site Plan shall forthwith automatically terminate and be of no further force and effect.

B. Use of Access Easements. Each grantee of the Access Easements granted or declared pursuant to Paragraph 11A, its successors and assigns, shall have the right to use the roadways constructed upon the land covered by such easements and the right to permit its tenants and their respective officers, employees, agents, customers, business visitors, business guests, licensees and invitees to similarly use such Access Easements, such use to be in common with the grantor or the declarant thereof, their respective successors and assigns and all other persons claiming by, through or under them. Each grantor or declarant of the Access Easements referred to in Paragraph 11A agrees, during the term thereof, not to obstruct or interfere in any way with the free flow of pedestrian and vehicular traffic over the roadways located upon its Parcel within such Access Easements, except to the extent deemed necessary for reasonable repair and maintenance, or to prevent a dedication thereof, or the accrual of any rights of the public therein. Each grantee of said Access Easements shall have the right during the term thereof to maintain, repair and replace roadways constructed upon those portions of the Parcels of the grantor or declarant over which such Access Easements are granted or declared (and/or

any relocation thereof pursuant to Paragraph 11C), provided that such grantee shall give such grantor or declarant not less than thirty (30) days advance written notice of its intention to maintain, repair or replace such roadways and such grantor or declarant shall fail to commence such work within thirty (30) days thereafter. The foregoing rights, privileges and easements are intended to be and shall be construed as appurtenant to and for the benefit of each of the Department Store Parcels, the Developer Parcel, Fringe Land Parcels and Developer Additional Parcels, as the case may be.

C. Relocation of Access Easements. Each grantor of the Access Easements referred to in Paragraph 11A reserves the right, from time to time, without obtaining the consent or approval of any grantee, to change the location of such Access Easements and the roadways over such grantor's Parcel which are located within such Access Easements so long as any such relocation does not unreasonably restrict the accessibility of traffic around the perimeter of the Shopping Center and to each of the Parcels benefitted thereby and to Green Bay Road, Durand Avenue and the proposed roadway adjacent on the east to the Developer Additional Parcels, provided (i) that the grantor so desiring to relocate such Access Easement shall give not less than thirty (30) days notice of its intention to each of the grantees, (ii) that substitute easements are granted for such new location in recordable form, and (iii) that such grantor constructs at its expense a new roadway on such new location which is in all respects at least equal to the roadway in the old location. All subsequently granted easements created to effect a relocation of any Access Easement shall not be subject to defeasance by paramount title, and any mortgages shall be

subordinated to such relocated easements.

12. Common Area, Perimeter Sidewalks, Construction, Support and Encroachment and Fire Corridor Easements.

A. Grant of Common Area Easements.

Each of the owners of the Department Store Parcels and the Developer Parcel hereby grants to each of the other owners, their respective successors and assigns, as grantee, for the benefit of the Department Store Parcels and the Developer Parcel, the non-exclusive right, privilege and easement (subject to the right to temporarily barricade as provided in Paragraph 14A(v) hereof) to use such Common Areas as are from time to time constructed on each grantor's Parcel (except those portions of Common Areas comprising access roadways, for which provision is made in Paragraph 11 hereof) and to permit the officers, employees, agents, customers, business visitors, business guests, licensees and invitees of the grantees, their respective tenants, successors and assigns, to use the same, in common with the grantor thereof, its successors and assigns and all other persons claiming by, through or under it, for pedestrian and vehicular traffic, for parking purposes and for the purposes of ingress and egress to and from the Department Store Parcels and the Developer Parcel, respectively, subject, however, to the provisions of Paragraph 12B.

B. Modification of Common Areas. Each grantor of the Common Area Easements referred to in Paragraph 12A reserves the right, from time to time without obtaining the consent or approval of the grantees, to make any changes, modifications or alterations in those portions of such grantor's Parcel which are subject to the foregoing Common Area Easements, including the right to add to or diminish such Common Areas in connection with the construction or expansion of any buildings permitted under this Agreement, provided (i) that the

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height, location and width of the Enclosed Mall, once constructed, shall not be altered, (ii) that the interior design, decorative treatment and amenities for the Enclosed Mall within the areas that are initially subject to approval by a Department Store shall not be altered without the consent of such Department Store, (iii) that such changes, modifications or alterations do not reduce the number of parking spaces remaining on such grantor's Parcel below a ratio of 5.0 parking spaces for each 1,000 square feet of Floor Area on such grantor's Parcel, (iv) that such changes, modifications and alterations do not unreasonably restrict circulation of vehicular or pedestrian traffic within the Shopping Center and do not unreasonably restrict ingress and egress to and from the Department Store Parcels and the Developer Parcel, respectively, and the improvements constructed thereon and (v) that such changes, modifications and alterations are otherwise in full compliance with this Agreement.

C. Perimeter Sidewalk Easements. Each of the owners of the Department Store Parcels and Developer Parcel hereby grants to each of the other owners, their respective successors and assigns, for the benefit of the Department Store Parcels and the Developer Parcel, the non-exclusive right, privilege and easement to use the Perimeter Sidewalks from time to time constructed on each grantor's parcel and to permit the officers, employees, agents, customers, business visitors, business guests, licensees and invitees of the grantees, their respective tenants, successors and assigns, to use the same, in common with the grantor thereof, its successors and assigns and all other persons granted by, through or under it, for pedestrian traffic and for the purposes of ingress and egress to and from the Department Store Parcels and the Developer Parcel, respectively.

D. Construction Easements. Each of the owners of the Department Store Parcels and Developer Parcel hereby grants to each of the other owners, their respective successors and assigns, for the benefit of the Department Store Parcels and the Developer Parcel, the non-exclusive right, privilege and easement (a) to use the Common Areas and, where necessary and only prior to the opening for business by a grantor, portions of the Permissible Building Areas of the grantor, in connection with a grantee's construction of the improvements referred to in Paragraphs 2, 3, 4, 5, 6 and 8 hereof, and (b) to use after the opening for business by a grantor such portions of the Common Areas on the Parcel of the grantor as may be reasonably required by a grantee in connection with the later construction or expansion of any improvements on the Parcel of the grantee permitted to be constructed or expanded under the terms of this Agreement, or in connection with the alteration, improvement or maintenance of any existing building improvements, utilities, or Common Areas on the Parcel of the grantee to the extent that the same is required or permitted under the terms of this Agreement. The parties agree to cooperate in exercising the foregoing rights, privileges and easements so as to minimize interference with the activities of a grantor on its Parcel. Except in the case of an emergency, a grantee intending to exercise the rights granted under clause (b) above shall, within a reasonable time before it commences any work, submit to the grantor on or over whose Parcel such easement is needed information in reasonable detail indicating the portion of the Parcel of the grantor to be used and the purpose for which it is to be used. Only if any such work would materially obstruct ingress to either the Common Areas

or the building improvements on the Parcel of the grantor, shall the grantor have the right to disapprove the proposed use by the grantee and, in such event, within ten (10) days after its receipt of the information indicating the proposed use, the grantor whose Parcel is affected thereby shall notify the grantee whether it approves or disapproves the same. Each grantee exercising the rights reserved under this Paragraph 12D shall promptly repair, replace or restore any and all improvements of the grantor which have been damaged or destroyed by the grantee in the exercise of the rights granted hereunder and shall defend and hold the grantor harmless from all loss, liability, cost or expense incurred in connection with the exercise of the aforesaid rights, unless the same was due to the negligence of the grantor.

E. Grant of Support Easements and Encroachment Rights. Each of the owners of the Department Store Parcels and the Developer Parcel hereby grants to each of the other owners, their respective successors and assigns, for the benefit of the Department Store Parcels and the Developer Parcel, the non-exclusive right, privilege and easement (a) to use only during the period of initial construction, portions of the Parcel of the grantor for the construction of underground footings, foundations and caissons which do not extend more than five (5) feet within the boundary lines of the Parcel of the grantor, and after the completion of such construction to use, maintain, repair and replace any such underground footings, foundations and caissons, and (b) to use such portions of the Parcel of the grantor and the building improvements erected thereon, as may be designated for such use by the grantor thereof, (i) for the support of

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building improvements (including the Enclosed Mall) constructed on the grantee's Parcel by building improvements constructed on the grantor's Parcel (including the right of attachment thereto), and (ii) for the maintenance, repair and replacement of such building improvements of the grantor required for such attachment and support, provided the manner of attachment shall be designed in accordance with good construction practice in the manner customary for improvements of such type and shall be completed in accordance with plans and specifications which have received the prior approval of the grantor, and (c) to use portions of the Parcel of the grantor for the installation, maintenance, repair and replacement of any improvements such as signs, lights and entrances, marquees, canopies or other overhangs of like nature encroaching upon the Parcel of the grantor, provided the encroachments described in this clause (c) do not encroach more than three (3) feet (or such greater amount as may be shown on the plans and specifications approved by the grantor) and are attached to buildings constructed by the grantee. The plans and specifications showing the improvements hereinbefore described shall be submitted to the grantor of the easements for its written approval thereof (which approval shall not be unreasonably withheld or delayed, except that in the case of an easement for the attachment and support of building improvements pursuant to clause (b) above, the plans and specifications thereof shall be approved or disapproved in writing in the sole discretion of the grantor), and such approval shall constitute designation by such grantor of the portions of its Parcel and improvements to be used for the above stated purposes. Each grantee agrees (i) to pay to the grantor the

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additional cost of construction, maintenance, repair and replacement of any common footings, foundations and retaining walls constructed by the grantor arising on account of the additional load contributed by the grantee's improvements, (ii) to use due care in the exercise of the rights granted hereunder, and in the event exercise of the rights granted hereunder requires the grantee to enter upon the Parcel or improvements of the grantor, to first obtain the consent of the grantor, which consent shall not be unreasonably withheld or delayed, as to the methods and timing in the exercise of such rights, and (iii) at such grantee's expense, promptly to repair, replace or restore any and all improvements of the grantor of such rights which have been damaged or destroyed by grantee in the exercise of the rights granted hereunder and to defend and hold grantor harmless from all loss, liability, cost or expense incurred in connection with the exercise of the aforesaid rights, unless the same was due to the negligence of the grantor. Each grantor of any of the easements described in this Paragraph 12E shall, from time to time upon the request of the grantee thereof, execute and deliver to said grantee an instrument, in recordable form, legally sufficient to further evidence the grant of any of the foregoing easements, the location thereof and such other conditions to the grant of said easements as may have been mutually agreed upon, which instrument shall have been prepared by the grantee and shall be subject to the approval of the grantor, which approval shall not be unreasonably withheld or delayed. Each grantor of the foregoing easements other than Developer shall have the right upon the giving of ninety (90) days prior notice to the grantee to remove any walls, footings, foundations and the like if such party shall be entitled

to and shall elect to raze its building improvements on its Parcel and to terminate such easements so long as adequate provision shall be made as between the grantor and grantee to protect the structural integrity of any building improvements then remaining on the Parcel of the grantee.

F. Grant of Fire Corridor Easements. Developer hereby grants to Penney, its successors and assigns, for the benefit of the Penney Parcel, the non-exclusive right, privilege and easement to use in common with Developer, fire corridors adjacent to the Penney Store at the locations shown on the Site Plans, which fire corridors Developer hereby agrees to construct. In the event that the width of such fire corridors as shown on the Site Plans is not adequate to meet applicable code requirements, Penney and Developer shall, not later than January 31, 1980, increase the width of such fire corridors to such width as may be mutually acceptable to such parties, provided, however, that the same shall be located on the Developer Parcel in any event. Developer hereby grants to Federated, its successors and assigns, for the benefit of the Federated Parcel, the non-exclusive right, privilege and easement to use in common with Developer for fire exiting purposes in the event that Federated shall elect to construct or expand the Federated Store as a two story building, the corridor adjacent to the Federated Store at the location shown on the Site Plans, which corridor Developer hereby agrees to construct.

G. Term of Easements. The foregoing rights, privileges and easements granted pursuant to this Paragraph 12 are intended to be and shall be construed as appurtenant to and for the benefit of the Department Store Parcels and the Developer Parcel, as the case may be, and shall be effective

from the date of filing this instrument for record and shall continue thereafter during the term of this Agreement, except that the rights, privileges and easements granted in accordance with Paragraphs 12E and 12F above shall be subject to earlier termination to the extent expressly permitted in such Para-graphs and if not so terminated, shall continue after the term of this Agreement so long as the improvements benefitted thereby remain in existence.

13. Utility Easements.

A. Grant of Utility Loop System Easements. Each of the owners of the Department Store Parcels, the Developer Parcel and the Fringe Land Parcel Nos. 1, 3 and 4 hereby grants to each of the other owners, their respective successors and assigns, and, in the case of Developer, hereby declares for itself and its successors and assigns, for the benefit of the Department Store Parcels, the Developer Parcel and the Fringe Land Parcels, the perpetual (subject to termination upon abandonment as provided in Paragraph 21Q hereof or until a dedication thereof to appropriate governmental authorities), non-exclusive right, privilege and easement to install, tie into, use, maintain, repair and replace underground utility facilities, such as water, gas, electric (including lines to serve the Shopping Center identification signs permitted by this Agreement and erected by Developer) and telephone lines and storm and sanitary sewers, on portions of the Parcels of each of such owners at such place, however, to be designated by the owner of the Parcel on which any such installation is to be made, which designation shall be deemed to have been made by approval of the final plans for such facilities prepared in accordance with the Site Development Plans. Such facilities when installed are hereinafter referred to collectively as

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the "Utility Loop System" and may, however, be relocated at any time and from time to time at the expense of such grantor, provided that substitute easements are granted for such new location and provided, further, that such relocation (i) shall be undertaken in a manner and at times so as to cause as little interruption in service as is reasonably possible, (ii) shall not interfere with, or increase the cost of or diminish such utility services to the grantees, and (iii) shall not unreasonably interfere with the flow of traffic on the Shopping Center during the period of such relocation.

B. Easements for Underground Trunk Mains. Each of the owners of the Department Store Parcels hereby grants to the owner of the Developer Additional Parcels, its successors and assigns, and Developer, as owner of the Developer Parcel and Fringe Land Parcels, for its successors and assigns, declares for the benefit of the Developer Additional Parcels, the perpetual (subject to termination upon abandonment as provided in Paragraph 21Q hereof or until a dedication thereof to appropriate governmental authorities), non-exclusive right, privilege and easement to tie into and use the underground trunk water, storm and sanitary sewer lines comprising part of the Utility Loop System (hereinafter for convenience referred to collectively as the "Underground Trunk Mains") over portions of the Parcel of each of such owners provided that: (i) all connecting utility lines constructed on the Shopping Center from the Underground Trunk Mains which only serve buildings and other improvements to be constructed on the Developer Additional Parcels shall be installed at the expense of the owner of the Developer Additional Parcels at the time of the installation of the Utility Loop System; (ii) the owner of the Developer Additional

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Parcels shall assume any additional expense which may arise from the necessity of increasing the sizing of Underground Trunk Mains to accommodate the requirements of the Developer Additional Parcels; and (iii) the owner of the Developer Additional Parcels shall prohibit and prevent the use and occupancy of any and all improvements constructed on the Developer Additional Parcels in any manner which could result in taxing the capacity of such portions of the Underground Trunk Mains beyond the capacity for such Parcels used by the Engineer (hereinbefore referred to) in designing the total capacity of such portions of the Underground Trunk Mains to accommodate the total requirements of the Shopping Center, the Fringe Land Parcels and Developer Additional Parcels. In the event of any proposed transfer of title of less than all of the Developer Additional Parcels, it shall be a condition of such transfer of title, that the transferor and transferee shall enter into an agreement, in recordable form and in substance satisfactory to each of the owners, which shall be legally sufficient for the purpose of recognizing the obligation of such transferree(s) to observe the foregoing obligations as the same apply to the land to be so transferred, as covenants running with the land as so subdivided. The owner of the Developer Additional Parcels hereby grants to each of the owners of the Department Store Parcels, their successors and assigns, and Developer, for itself and its successors and assigns, hereby declares for the benefit of the Department Store Parcels, the Developer Parcel and the Fringe Land Parcels the perpetual (subject to termination upon abandonment as provided in Paragraph 21Q hereof or until the dedication thereof to appropriate governmental authorities), non-exclusive right, privilege and easement to

use any connecting utility lines which the owner of the Developer Additional Parcels may elect to install under the provisions of this Paragraph 13B in the event and to the extent that such lines may be extended on or over the Developer Additional Parcels to tie into trunk storm or sanitary sewer lines maintained by any public or private utility and which thereby constitute an extension of the Utility Loop System serving the Shopping Center.

C. Dedication of Utilities. The parties hereto agree that any one or more of the utility facilities comprising the Utility Loop System and/or the Underground Trunk Mains together with appropriate easements therefor may be dedicated to the appropriate governmental authority, or otherwise assigned to the appropriate public utility company, as the case may be, provided that such dedication or assignment shall not interfere with, or increase the cost of, or diminish the utility services available to the parties hereto or others entitled to the use thereof, and that such dedication or assignment shall not affect the rights reserved to the parties hereto pursuant to Paragraphs 13A and 13B above. In the event of such dedication or assignment, said utility facilities and easements may benefit lands other than the lands specified in Paragraphs 13A and 13B above, provided that any increase in costs incurred in order to provide and/or maintain facilities adequate to serve any such additional lands shall be borne by said governmental authority or public utility or the owners of such additional lands, as the case may be. The parties further agree, upon request therefor, to execute and deliver such instrument or instruments as may be necessary to effect said dedications and/or assignments.

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D. Maintenance of Utilities. The owners of the Department Store Parcels, the Developer Parcel, the Fringe Land Parcels and the Developer Additional Parcels each agrees (subject to the obligations of Developer contained in Paragraph 8H hereof) to keep in good order, condition and repair, at its own expense each lateral or line which exclusively serves its respective building improvements from the point of connection of the lateral or line with the Utility Loop System. The owners of the Department Store Parcels, the Fringe Land Parcels and the Developer Parcel each hereby further agrees (subject to the obligations of Developer contained in Paragraph 8H hereof and except to the extent that such utility facilities may be operated or maintained by a governmental authority or public utility), to keep in good order, condition and state of repair so much of the utility facilities comprising a part of the Utility Loop System (being water, fire protection, gas [if available for space heating], telephone and electric lines and storm and sanitary sewers) as are located within their respective Parcels. The owners of the Department Store Parcels, the Developer Parcel, the Fringe Land Parcels and the Developer Additional Parcels each further agree that unless the need for any such repairs shall be due to the negligent act of another owner or its officers, agents, employees, tenants or contractors in which case such negligent owner shall pay the entire cost of such repair, the reasonable cost and expense of any maintenance or repair of each such utility facility incurred by the owner of a Department Store Parcel, a Fringe Land Parcel or the Developer Parcel shall be shared by the owners of the Department Store Parcels, the Developer Parcel, the Fringe Land Parcels and the Developer Additional Parcels

in that proportion which the number of acres of its respective Parcel bears to the aggregate number of acres within the Parcels which are connected to and served by the utility facility so requiring repair. Payments due to the owner of the Parcel performing any such repairs shall be made by the owners of the Department Store Parcels, Developer Parcel, the Fringe Land Parcels and the Developer Additional Parcels, as the case may be, within thirty (30) days following proper billing therefor. In the event that any owner shall fail to timely perform any maintenance obligation as provided herein, the other owners shall be entitled to exercise the right of self-help provided for in Paragraph 15F hereof.

14. Restrictive Covenants.

A. Limitations on Construction, Occupancy and Signs. Each of the parties hereto, on behalf of itself and its successors and assigns, hereby covenants and agrees, each only with respect to its Parcel described herein, which covenants shall be for the benefit of the other parties hereto, their successors and assigns and their respective Parcels described herein, that:

(i) No building or buildings shall be erected or expanded on any Department Store Parcel or the Developer Parcel except within the Permissible Building Areas and with an exterior wall or walls, as the case may be, abutting the Fixed Building Lines thereof, to the extent shown on the Site Plans and located as shown thereon. The term "building" does not include (a) exterior canopies, marquees or overhangs of like nature affixed to any building improvements in conjunction with an entrance thereto provided the same shall not extend more than twenty-five (25) feet from such building, nor (b) transformer pads, provided that such pads shall be located not more than twenty-five feet (25') outside Permissible Building Areas, (c) any drive-in bank or savings and loan

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teller stations (as distinguished from the building itself) on the Developer Parcel nor (d) any drive-thru window-facilities erected in connection with a restaurant on the Developer Parcel.

(ii) No occupancy of any building or buildings to be constructed or expanded on any Department Store Parcel or on the Developer Parcel shall be permitted unless and until there shall be provided, on such Parcel, improved ground level parking spaces for at least five (5) cars for each one thousand (1,000) square feet of Floor Area located within existing buildings or any expansion thereof or any additional building or buildings on such Parcel. No occupancy of any building or buildings to be constructed or expanded on any Fringe Land Parcel or on Developer Additional Parcel No. 1 or Developer Additional Parcel No. 2 shall be permitted unless and until there shall be provided, on such Parcel, improved ground level parking spaces for at least five (5) cars for each one thousand (1,000) square feet of Floor Area devoted to retail use (including restaurants and other uses not described below), two and one-half (2-1/2) cars for each one thousand (1,000) square feet of Floor Area devoted to commercial office buildings, financial institutions and related uses and one (1) car for each three (3) seats in any theatre. The owners of the Department Store Parcels, the Developer Parcel, the Fringe Land Parcels and the Developer Additional Parcels each agrees not to construct multi-level parking decks or garages on their respective Parcels except to the extent that the same shall be permitted or required by Paragraph 16 hereof following a taking by condemnation or eminent domain.

(iii) Except for buildings constructed within Permissible Building Areas E, F, G, H and I which shall not exceed three (3) floors in height, and further, except for

the Enclosed Mall, no building shall be constructed in the Shopping Center which shall exceed twenty-six (26) feet in height above ground level or be more than one (1) floor in height; provided, however, that any of said buildings may have cooling towers, elevator penthouses and similar structures (all of which shall be enclosed) above the highest permitted floor.

(iv) No buildings other than the Future Major Store shall be constructed within Permissible Building Area I.

(v) There shall be no selling activities conducted on the Department Store Parcels or the Developer Parcel outside the buildings constructed within the Permissible Building Areas other than within a maximum of five (5) kiosks in the Enclosed Mall provided, however, that no such kiosks shall (a) contain more than two hundred fifty (250) square feet of Floor Area or be erected so as to provide less than thirteen (13) feet of clearance between the kiosk and the walls of the Enclosed Mall, or (b) be erected within one-hundred fifty (150) feet of the entrance on the Enclosed Mall of any Department Store (such distance to be measured from the center of the entrance turning right angles along the Enclosed Mall), nor within the center court of the Enclosed Mall; or (c) be devoted to a use which results in obnoxious odors or untidiness, or (d) offer for sale food or beverages for consumption on the Shopping Center. No fence, structure or other obstruction of any kind (except traffic control devices such as curbs, islands and the like and except as may be necessary for the drive-in teller stations, restaurant drive-thru facilities and kiosks hereinabove specifically permitted) shall be placed, kept, permitted

or maintained upon areas located outside of the Permissible Building Areas without the prior written consent of the parties hereto, except such of the foregoing as are reasonably necessary or proper for the construction, repair or rebuilding authorized hereunder, and except that each party shall have the right, on one day during each calendar year during periods when the Shopping Center is not open for business, to erect barriers or chains for the purpose of denying access to the Common Areas on its Parcel in order to avoid the possibility of dedicating the same for public use or creating prescriptive rights therein.

(vi) All signs installed or maintained within the Shopping Center and on the Fringe Land Parcels and Developer Additional Parcels shall conform to the Sign Criteria attached hereto as Exhibit C and made a part hereof.

(vii) For a period of twenty-five (25) years from the date the first Department Store opens for business in the Shopping Center, none of the buildings constructed on the Department Store Parcels or the Developer Parcel shall be razed or removed from their respective Permissible Building Areas except as may be necessary prior to rebuilding following damage or destruction or as may be permitted pursuant to Paragraph 17B hereof, or as a result of a taking by condemnation or eminent domain in which event the provisions of Paragraph 16 hereof shall govern, or unless such party shall promptly replace such building with a new building which is architecturally harmonious with the balance of the building improvements then on the Shopping Center, of first-class construction and in compliance with the minimum size requirements as specified in Paragraphs 2A, 3A, 4A, 5A and 6A.

respectively, provided, however, that Penney may at any time raze or remove its Automotive Service Building (if it shall elect to build same) upon the condition that it shall promptly restore the ground by addition of parking facilities or landscaping thereon. If, at any time after the expiration of the twenty-five (25) year period set forth above, a Department Store shall elect to discontinue transacting business within the Shopping Center and shall desire to raze or remove the building constructed on its Parcel (other than following damage or destruction, condemnation or to permit the commencement of construction of a replacement building within six (6) months thereafter), such Department Store shall give written notice to Developer and the other Department Stores of such election. Provided that Developer shall then be operating the Enclosed Mall and Mall Stores (or any portion thereof) for retail purposes, Developer shall have the option, exercisable by written notice to the Department Store so electing to raze its improvements given within sixty (60) days following the giving of notice thereof to Developer, to purchase the Parcel of such Department Store for the original purchase price of the land comprising such Department Store Parcel, the closing of such purchase to be completed within sixty (60) days following Developer's election to so repurchase. Conveyance of such Department Store Parcel to Developer shall be by Limited Warranty Deed free and clear of liens and subject only to (i) the easements, restrictions and covenants which affected the Department Store Parcel at the time of conveyance to such Department Store, (ii) building and zoning laws, ordinances and State and Federal regulations existing on the date of transfer, (iii) real estate taxes not then due and payable, and (iv) easements, restrictions

and covenants and other encumbrances to the extent the same have been consented to by Developer or if not consented to, to the extent the same shall not impair the use of such Parcel for retail department store purposes. The purchase price shall be paid by Developer to such Department Store in cash. If Developer shall not elect to so repurchase the Parcel of the Department Store desiring to raze its improvements, such Department Store shall be free to raze such building improvements provided that it shall restore the ground by the addition of parking facilities or landscaping thereon and shall thereafter maintain same in a sightly condition during the remainder of the term of this Agreement.

(viii) No charge shall be collected and no time limit shall be established for parking on the Shopping Center without the prior written consent of the parties and each party shall use its best efforts to require that its agents and employees, its tenants or concessionaires and their agents and employees, park their respective vehicles in or on such parking areas on its respective Parcel as are from time to time designated for employee parking by separate agreement among such owners.

(ix) In no event shall there be located within one hundred fifty lineal feet (150') of the entrance of a Department Store on the Enclosed Mall (measured along the center line of said Enclosed Mall) any fast food outlets offering food for sale for consumption off the premises, grocery supermarkets or movie theaters.

(x) The restrictions described in this Paragraph 14A shall be and remain in effect from the date of filing this instrument for record and shall continue thereafter until the expiration of the term of this Agreement.

(xi) Under existing regulations of the Wisconsin Department of Natural Resources (hereinafter called the "DNR") Developer has obtained approval for the construction of 691,084 square feet of GLA (Developer believes that the term "GLA" used by DNR is synonymous with the term "Floor Area" as used in this Agreement and agrees to use its best efforts to confirm such belief) in conjunction with the initial construction of the shopping center and 807,604 square feet of GLA if the Future Major Store is added to the Shopping Center. The parties agree that the foregoing approved GLA is allocated among the Parcels as follows:

Developer Parcel	261,612
Federated Parcel	160,000
Penney Parcel	151,905
Bergner Parcel	117,567
Subtotal GLA	691,084
Future Major Store	116,520
Total	807,604

Developer agrees that if the DNR determines that GLA is more inclusive than Floor Area, then the foregoing allocations to the Federated, Penney and Bergner Parcels shall be deemed automatically adjusted so that the foregoing measures shall permit construction of the above-specified amounts of Floor Area and the amount allocated to the Developer Parcel shall be reduced accordingly. Developer shall obtain such confirmation, and furnish copies thereof to each of the other parties prior to the commencement of construction by Developer. The Developer and each Department Store agree that it shall not erect improvements on its Parcel in excess of the square footage (as adjusted) allocated to it hereunder

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unless permission to erect such excess square footage is obtained from the DNR, and such approval does not limit or decrease any other Parcel's allocation as in this subparagraph (xi) provided.

Developer agrees not to seek any amendment or other modification of the DNR approval which will in any manner adversely affect the Floor Area which any other party may construct on its Parcel under this Agreement.

Each party acknowledges that Federated presently intends to initially construct on the Federated Parcel less than the 160,000 square feet allocated to its Parcel. In order to preserve the right of Federated to later expand to the 160,000 square feet allocated to it the parties agree as follows:

(A) Developer shall not construct any improvements on the Developer Parcel, Fringe Land Parcels or Developer Additional Parcels in excess of the 261,612 (as the same may be reduced as provided above) square feet allocated to the Developer Parcel (except for the Future Major Store to the limits of the above allocation) prior to expansion by Federated unless approval thereof has been duly obtained from the DNR without adversely affecting the right of Federated with respect to construction of its expansion on its Parcel.

(B) The Department Stores, other than Federated, agree that they will not expand any improvements on their Parcels (after completion of the initial construction, whether or not such initial construction is to the full square footage allocated thereto hereunder) prior to any initial expansion by Federated unless approval thereof has been duly obtained from the DNR without adversely affecting the rights of Federated with respect to construction on its Parcel of its expansion.

(C) Developer agrees with Federated that if Developer fails to observe the requirements of Subparagraph (A) above and as the result thereof Federated is unable to expand its Store to the full 160,000 square feet allocated to it hereunder, Developer shall, upon written request given to Developer by Federated, be obligated to and shall repurchase from Federated a portion of the Federated Parcel designated by Federated, which portion shall be contiguous to the Developer Parcel provided that the portion of the Federated Parcel remaining after such sale shall comply with the requirements of Paragraph 14A(ii) as to required parking spaces. The purchase and sale shall be closed within sixty (60) days after the giving of the notice by Federated. The purchase price shall be the purchase price paid by Federated to Developer for the Federated Parcel plus the amount of payments made to Developer for on and off-site construction pursuant to the Supplemental Agreement between Developer and Federated multiplied by a fraction, the numerator of which is the acreage of the portion to be sold and the denominator of which is the acreage of the Federated Parcel. The sale shall be closed in the manner provided in Paragraph 14A(vii) as to closings under that paragraph. After the closing, the portion of the Federated Parcel sold to Developer shall be added to and become part of the Developer Parcel for all purposes under this Agreement. Exercise by Federated of the foregoing rights shall in no way affect any other rights Federated may have as a result of Developer failing to observe the requirements of Subparagraph (A) above.

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B. Character of Operations. The parties agree that it is in their mutual best interest and important to the maximum utilization of their Parcels that the Shopping Center be developed as an integrated enclosed mall shopping center as provided for in this Agreement. In furtherance of this end Developer agrees that the Floor Area on the Developer Parcel will be used only by businesses for the retail selling of goods, wares, merchandise and services and in leasing Floor Area in the Developer Parcel, Developer shall use its best efforts to obtain a mix of occupants which (a) provide in the aggregate a balanced diversified grouping of retail stores, merchandise and services, (b) are of sound financial condition, (c) will efficiently utilize and not exceed the capacity of the available parking area or any portion thereof, and (d) will fixture, decorate and maintain their respective store premises in a tasteful and decorous manner, having regard for the general standards of appearance prevailing in first class regional shopping centers in the State of Wisconsin. Each party hereby covenants and agrees with each of the other parties that from the date of this instrument until the expiration of the term of this Agreement, each will use due diligence, subject to applicable law, to prevent activities on its respective Parcel which constitute an unreasonable disturbance of business, including, but without limitation, the use thereof for solicitation, demonstrations, distribution or passing out in the Enclosed Mall of handbills, pamphlets, advertisements or literature, itinerant vending or any other activity inconsistent with such standard or with the private ownership of the respective Parcels or any operation or use thereof or activity therein that would interfere with the performance or observance of this Agreement, or for any

purposes or use in violation of the laws of the United States, the State of Wisconsin, the County of Racine or the City of Racine or for any immoral or unlawful purposes whatsoever; or for any trade, business, occupation or vocation whatsoever that may in any way be illegal, disreputable or immoral. In furtherance of such standards, Developer shall not, without the prior consent of the other parties, at any time permit any occupant of the Developer Parcel to: (i) use, or permit to be used, the malls, or sidewalks adjacent to such occupant's space, parking areas, or any other area outside of buildings, for the sale or display of any merchandise or for any other business, occupation, or undertaking; (ii) use, or permit to be used, any advertising medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, phonographs or radios or television broadcasts in a manner which can be heard outside of the premises of the occupant employing such medium; (iii) use or permit the use of any portion of such space for any types of occupants that create undue noise, litter or odor or clearly objectionable types of occupants, including for purposes of illustration establishments selling or exhibiting pornographic materials or for hotels, motor inns, new and used automobile dealers or funeral parlors; (iv) burn trash or store any trash or garbage in any area other than inside such occupant's own premises or such central area as may be designed for such purpose; or (v) park trucks and deliver vehicles so as to unreasonably interfere with, or suffer or permit any other use thereon to interfere with, the use of any driveways, walks, roadways, highways, streets, malls or parking areas or other Common Areas. If any occupant of space in the Developer Parcel shall violate the provisions of this Paragraph 14B, Developer

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shall not be deemed in violation of the provisions hereof if Developer shall use all reasonable means, including necessary legal action to compel such occupant to comply with the provisions hereof.

15. Maintenance, Heating, Air-Conditioning and Lighting. Each of the parties hereto, on behalf of itself and its successors and assigns, hereby covenants and agrees, each only with respect to its Parcel(s) described herein, that, unless otherwise hereinafter specifically provided, from the date of filing this instrument for record until the expiration of the term of this Agreement:

A. Maintenance of Buildings, Improvements and Common Areas. Subject to the provisions of Paragraph 10C and this Paragraph 15, each of the owners of the Developer Parcel and the Department Store Parcels shall, at its own expense, keep and maintain all buildings, improvements and Common Areas on its respective Parcel (each Department Store as to its Parcel and Developer as to the Developer Parcel) in good order and condition and state of repair, including, without limitation, keeping all Common Areas at all times in a clean, unlittered, orderly and sanitary condition; promptly removing, to the extent practicable, snow, ice, and surface waters; keeping all marking and directional signs on the Common Areas clear, distinct and legible; repairing, replacing and renewing all Common Area lighting as may be necessary; and planting, caring for and replanting all landscaped portions of the Common Areas. Notwithstanding the foregoing, from and after the date that at least one (1) Department Store and the Enclosed Mall and Mall Stores are first opened for business, Developer agrees to assume and perform "maintenance" of the Common Areas on the Parcel of each Department

Store from the date such Department Store shall open for business and for so long thereafter as such Department Store shall pay to Developer the amount specified in its Supplemental Agreement with Developer of even date herewith for the providing of such service. Each Department Store shall be relieved of the foregoing obligations to perform "maintenance" to the extent that and for so long as Developer shall have assumed same in such Supplemental Agreement. Developer shall have no obligation to perform "maintenance" for any Department Store during any period that such Department Store shall have not agreed to pay Developer therefor and such Department Store shall not be relieved of the obligations provided for in this Paragraph 15A during such periods. Each of the owners of the Fringe Land Parcels and the Developer Additional Parcels agrees that from and after the date that the first Department Store shall open for business within the Shopping Center, it shall maintain the Parcel then owned by it in a sightly condition and that it will thereafter maintain any buildings or other improvements constructed on such Parcel in good order and condition and state of repair consistent with the standards of maintenance observed by the parties with respect to the Shopping Center.

B. Enclosed Mall Maintenance Charge and Heating and Cooling of Department Stores. Each Department Store hereby agrees, provided the Enclosed Mall is being operated in conformity with the usual and customary standards maintained in the operation of enclosed shopping center malls and in accordance with Paragraph 15C hereof, (i) to pay to Developer the amount(s) specified during the period specified in its Supplemental Agreement with Developer as a contribution

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towards the expense of providing heating, cooling, lighting, cleaning and security for the Enclosed Mall and (ii) to use its best efforts to operate its heating or air-conditioning units in its Store so as to adequately heat or cool the same during the hours such facilities are open for business and to maintain temperatures therein at all times, so as not to cause any material decrease or increase in the temperature in the Enclosed Mall when the same is being heated or cooled, as the case may be. Each Department Store shall each be relieved of the obligations imposed by this Paragraph 15B if and for so long as access between its Store and the Enclosed Mall shall be permanently terminated by any person other than the party seeking such relief.

C. Operation of Enclosed Mall. Developer agrees to adequately, and in conformity with the usual and customary standards maintained in the operation of enclosed shopping center malls, heat, cool, light and clean the Enclosed Mall and provide security therefor during such period as any Department Store is obligated to make the contribution provided in Paragraph 15B above. The Enclosed Mall shall be adequately heated and cooled, as aforesaid, (a prevailing minimum temperature of 68°F with outside temperature ranging to -4°F during the heating season and a prevailing maximum temperature of 78°F and a relative humidity of 50% with an outside dry bulb temperature of 88°F coincident with a wet bulb temperature of 75°F during the cooling season), whenever a Department Store is open for business, or whenever 50% of the Floor Area of the Mall Stores is open for business, but in no event later than 10:30 p.m. Developer agrees to use its best efforts to maintain temperatures in the Enclosed

Mall and to cause tenants of the Mall Stores to maintain temperatures in such tenant stores, respectively, whether or not a Department Store is open for business, so as not to cause any material decrease or increase in the temperature in any Department Store when the same is being heated or cooled, as the case may be. It is further agreed by the parties hereto that the Enclosed Mall shall be open to the public and adequately lighted and the signs on the mall elevation of each Department Store on the Enclosed Mall shall be lighted when any Department Store or 50% of the Floor Area of the Mall Stores is open for business, but in no event shall such obligation extend beyond 10:30 P.M. The obligations of the parties specified in this Paragraph 15C shall be subject to any applicable governmental regulations now or hereafter established which limit the use of energy or hours of operation.

D. Lighting of Common Areas. During any period when (i) any two of the Department Stores or (ii) any one Department Store and 50% of the Floor Area of the Mall Stores is open for business, and for reasonable periods after such business hours, each owner of the Department Store Parcels and the Developer Parcel will, at its expense (a) keep all Common Areas (other than the Enclosed Mall) on its respective Parcel lighted (to a minimum maintained standard of one FC at finish grade) and open to the public, but in no event shall any owner be obligated to light such Common Areas (except with respect to the obligation for Security Lighting hereinafter referred to) later than 10:30 p.m., and (b) keep lighted for security purposes seven (7) days each week during the hours of darkness those lights to be erected in the Common Areas on its respective Parcel

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which are designated or described as "Security Lights" on the Site Development Plans or in the Outline Specifications. The obligations of the parties specified in this Paragraph 15D shall be subject to any applicable governmental regulations now or hereafter established which limit the use of energy or hours of operation.

E. Shopping Center Identification Signs. Developer shall have the right to erect, operate and maintain not more than two (2) shopping center identification signs at the locations designated "Pylon Sign" on the Site Plans, which sign or signs shall set forth the name of the Shopping Center, but shall not bear the names of any tenants of the Shopping Center and which sign or signs may contain reader boards for use in advertising promotions or other activities within the Shopping Center.

F. Self-Help. If after reasonable notice in writing given by an owner of any Parcel comprising the Shopping Center to any other owner of any land comprising part of the Shopping Center the owner receiving such notice shall not have timely performed the maintenance or repairs or performed any other covenant or condition agreed to be performed under Paragraph 13D or this Paragraph 15, then the owner giving such notice shall have the right to enter upon the Parcel of the owner to whom such notice was given and to perform such maintenance or repair or to perform such other covenant or condition as the case may be, and the owner to whom such notice was given shall pay the cost thereof. Each owner agrees to use due diligence in the manner of exercising the foregoing right of self-help so as to avoid undue interference with the operations of the other parties to this

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Agreement. Any amounts so expended for maintenance, repair or performance under this self-help provision may be withheld from amounts otherwise payable to the defaulting party under this Agreement or the Supplemental Agreements referred to above, as the case may be, without prejudice, however, to the right of the defaulting owner to contest the right of the other owner to perform such maintenance or to make such repairs or to perform such other covenant or condition and to withhold such amounts.

16. Eminent Domain.

A. Taking of Building. If any buildings or other improvements within the Shopping Center are taken by condemnation or eminent domain or by public authority pursuant to threat of condemnation or eminent domain during the period commencing on the effective date of this Agreement and continuing for twenty-three (23) years following the date the first Department Store opens for business in the Shopping Center, the owner of the Parcel on which such buildings or improvements are situated shall promptly thereafter rebuild and restore the remainder thereof, to the extent practicable, to the condition and general appearance immediately prior to such taking, which shall include, in the case of buildings and other improvements, including the Enclosed Mall, rebuilding and restoring the same to a complete architectural unit. If any such taking of buildings or other improvements occurs after the expiration of the period set forth in the preceding sentence hereof or if any taking which occurs during such period is so extensive as to make it impractical, in the best business judgment of any such owner, reasonably exercised, to continue to transact

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its business in the remaining portion of its Parcel, the owner of the Parcel on which such buildings or other improvements are situated shall, within three (3) months following such taking, notify the other owners of the Parcels comprising the Shopping Center of its intention and agreement (i) to rebuild and restore to the extent practicable as provided in the previous sentence hereof, or (ii) to raze said buildings or other improvements and promptly restore the ground by the addition of parking facilities or landscaping thereon and thereafter to maintain the same in sightly condition during the term of this Agreement; provided, however, that the owner of such Parcel shall not be precluded from again constructing building improvements on such Parcel at a later time so long as such improvements and the occupancy thereof is subject to and in accordance with all applicable provisions of this Agreement. Anything herein to the contrary notwithstanding, the parties agree that in the event of a taking or condemnation of any building and improvements located within any Fringe Land Parcel or the Developer Additional Parcels, the owner thereof shall have the right to raze or remove the same. The owners of the Department Store Parcels and the Developer Parcel covenant and agree with each other that (a) repair or restoration of any building or other improvements which such owner is required or elects to repair or restore pursuant to this Paragraph 16A shall be commenced within nine (9) months and completed and ready for occupancy within eighteen (18) months after the date of such taking, and (b) the razing of any building which such owner is required or elects to raze pursuant to this Paragraph 16A shall be commenced within six (6) months and such razing shall be

completed and such ground so improved with parking or landscaping within twelve (12) months after the date of such taking, as the case may be.

B. Taking of Parking Area. In the event that any part of the parking area within the Shopping Center is at any time condemned or otherwise taken by right of eminent domain with the result that the number of parking spaces then available within any Parcel comprising the Shopping Center shall be less than that specified in Paragraph 14A(ii) hereof, each of the owners thereof shall use all proceeds or awards for taking of parking areas made to them, respectively, for the construction of as much multi-level parking area as the sum of such proceeds can be made to provide; provided, however, that if any buildings or other improvements on the Parcel of any such owner are also taken with the result that such owner shall be entitled to and shall raze said buildings or other improvements and shall terminate its right to thereafter use any portion of the parking areas on the Parcels of the other owners, such owner shall not be required to make available any proceeds or awards for such taking for the construction of multi-level parking. The type, design, location and construction of such multi-level parking area shall be subject to mutual agreement among all of the owners of the Parcels comprising the Shopping Center. The owner(s) of any Parcel(s) upon which any such multi-level parking shall be constructed shall forthwith grant to each of the other owners of Parcels comprising the Shopping Center easements in all respects similar to those created in Paragraph 12A hereof for access to and use of such multi-level parking.

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C. Participation in Awards. In the event any Department Store Parcel or the Developer Parcel or any Fringe Land Parcel or the Developer Additional Parcels or any part thereof is taken by condemnation or the exercise of the power of eminent domain, each owner waives, in favor of the owner whose Parcel or any part thereof is so taken, any value of the condemnation award attributable to any easements (other than Access Easements provided for in Paragraph 11 and the easements granted in Paragraphs 12E and 12F) an owner holds in such Parcel of any other owner, and no part of such award shall be payable to the holder of the dominant tenement by virtue of such easement. However, a waiver under this provision shall not preclude the owner of any interest in another Parcel from claiming and collecting out of such award or, if permitted by law, out of separate proceedings, the severance and consequential damages to its own Parcel resulting from the taking of the condemned portion of the other Parcel including, but not limited to, so much of any award as may be required to restore utility services or to restore support that are severed by reason of such taking.

17. Insurance, Indemnity and Obligation to Repair and Rebuild. Each party, on behalf of itself and its successors and assigns, hereby covenants and agrees with respect to its Parcel described herein as follows:

A. Insurance and Indemnity.

(i) The owners of the Department Store Parcels and the Developer Parcel each agree that commencing with the start of construction on its respective Parcel and at all times continuously thereafter until the expiration of the

twenty-three (23) year period following the date the first Department Store opens for business within the Shopping Center, it will keep all buildings and other improvements on its respective Parcel insured, at its expense, against loss or damage by fire and such other risks as are from time to time included in "extended coverage" endorsements in Racine County, Wisconsin, all of which shall be in an amount and upon terms sufficient to restore or replace the same with buildings of the same general appearance and condition as existed immediately prior to such damage or destruction and containing at least the minimum number of square feet of Floor Area that such owner is obligated to construct on its respective Parcel pursuant to Paragraphs 2A, 3A, 4A, 5A and 6A hereof, respectively provided that the cost of footings and foundations may be excluded from the amount of insurance to be maintained. The policies provided for in this Paragraph 17A(i) may contain deductibles in amounts not to exceed $100,000.

(ii) The owners of the Department Store Parcels and the Developer Parcel each hereby waives all rights of recovery and causes of action as against each of the other owners of Parcels comprising the Shopping Center for any damage to the improvements located on their respective Parcels, whether caused by negligence or otherwise, if caused by any of the perils which can be covered by policies of fire and extended coverage insurance of the type referred to above, and agrees that any policies obtained with respect to such perils shall be endorsed accordingly. Each person, firm or corporation who becomes a tenant or occupant of a Mall Store or of any portion of the Fringe Land Parcels or

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the Developer Additional Parcels shall be deemed to have waived and released all of its right to recover from each Department Store and Developer for such losses and damages that such person, firm or corporation sustains by reasons of a risk that can be covered under the types of policies described in Paragraph 17A(i) and each Department Store and Developer hereby releases all of its rights to recover from any such person, firm or corporation who becomes a tenant or occupant of a Mall Store or a portion of the Fringe Land Parcels or the Developer Additional Parcels all losses and damages that such Department Store or Developer sustains by reason of a risk that can be covered under the types of policies described in Paragraph 17A(i).

(iii) The owners of the Department Store Parcels and the Developer Parcel each agree that commencing with the start of construction on its respective Parcel and at all times, continuously thereafter until the expiration of the term of this Agreement, it will maintain public liability insurance against claims for personal injury or death and property damage occurring on its respective Parcel, such insurance in each case to afford protection to the limit of not less than $1,000,000 in respect of personal injury or death to any one person and to the limit of not less than $3,000,000 in respect of injury or death to any number of persons arising out of any one occurrence, and such insurance against property damage to afford protection to the limit of not less than $1,000,000 in respect of any instance of property damage. The separate policies provided for in this Paragraph 17A(iii) shall cover only such portions of the Shopping Center and such risks not covered by the joint policy provided for in Paragraph 17A(iv) below, but such

policies shall extend to any liability of such owners arising out of the indemnities provided for in Paragraph 17A(v) below. The adequacy of the limits for such policies provided above shall be reviewed by the parties not less frequently than triennially. Any increase in such limits shall require the agreement of those parties owning a majority of the acreage in the Shopping Center, but the limits in effect from time to time shall not, without the consent of all parties, exceed the then customary limits observed in regional shopping centers.

(iv) The owners of the Department Store Parcels and the Developer Parcel each agree that they will, jointly, commencing not later than the date that a Department Store or the Enclosed Mall and Mall Shops are first open for business and at all times continuously thereafter until the expiration of the term of this Agreement, maintain general public liability insurance against claims for personal injury or death and property damage occurring upon, in or about the Common Areas of the Shopping Center (but excluding the Enclosed Mall, for which the owner of Developer Parcel shall maintain insurance), such insurance to initially afford protection to the limit of not less than $3,000,000 in respect of personal injury or death arising out of any one occurrence and protection to the limit of not less than $1,000,000 in respect of any instance of property damage. The adequacy of such protection shall be reviewed by the parties not less frequently than triennially. Any increase in such limits shall require the agreement of those parties and shall be subject to the same conditions as any increase under Paragraph 17A(iii) above. Said insurance shall be effected under a joint policy under the terms of which each of such owners shall be named as an insured party and shall

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be prime insurance over any other insurance carried by an insured. Developer is hereby designated the agent of the other owners of Parcels comprising the Shopping Center for the purpose of obtaining such insurance, provided that the approval of such other owners as to the insurer, terms and cost shall first be obtained, which approval shall not be unreasonably withheld or delayed. The premium for said joint policy shall be apportioned among all of such owners of land comprising the Shopping Center in the proportion which each contributes to the total risk insured by said joint policy as determined by the insurer. Notwithstanding the foregoing, the owners of the Department Store Parcels shall each have the right to withdraw its Parcel from such joint policy during any period when Developer shall not be performing "maintenance" of the Common Areas on such Parcel, provided that such owner shall cause the Common Areas on its Parcel to be included within the separate insurance as is required pursuant to Paragraph 17A(iii) above and, further, that the indemnities provided for in Paragraph 17A(v) Below shall extend to such Common Areas on the Parcel of such owner.

(v) Each of the owners of the Department Store Parcels and the Developer Parcel hereby agrees, on behalf of itself and its respective successors and assigns, that commencing with the start of construction of the improvements to be erected on the Shopping Center and at all times and continuously thereafter until the expiration of the term of this Agreement, it will defend, indemnify and save the other parties hereto harmless from and against claims, loss, cost, expense or liability except to the extent paid pursuant to the joint policy provided for in Paragraph 17A(iv) above, on account of personal injury or death and property damage, or any of them, occurring on the Shopping Center occasioned

by any act or omission on its part or on the part of its agents, contractors or employees, unless caused in whole or part by the act or omission of such other party or its agents, contractors or employees. Each party further agrees to maintain Contractual Liability Insurance in at least the same limits as the joint policy to be obtained pursuant to Paragraph 17A(iv) above insuring its obligations set forth in the preceding sentence during the term hereof. The indemnification provisions of this Paragraph 17A(v) shall survive the termination of this Agreement.

(vi) All insurance provided for in this Paragraph 17A shall be effected under valid and enforceable policies issued by insurers of recognized responsibility. Notwithstanding the provisions of Paragraphs 17A(i) and 17A(iii) above, except for the joint policy required under Paragraph 17A(iv) above, any party hereto whose net worth exceeds $100,000,000 (or the net worth of the party guaranteeing such party's obligations hereunder, or of the lessee of any party's Parcel obligated under its lease to perform such party's obligations hereunder, exceeds $100,000,000) as determined in accordance with sound accounting principles shall not be required to maintain the insurance required thereby, but may elect to be a self-insurer in whole or in part or may elect to carry such insurance to lesser limits or with high deductibles; provided, however, the foregoing shall in no way affect such party's indemnity under Paragraph 17A(v) above. Any insurance required to be maintained by any party may be taken out under a blanket insurance policy or policies covering other premises, property or insureds in addition to its Parcel. The original of all policies required by this Paragraph 17A shall be delivered to the primary named insured, and each party who is not a

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self-insurer agrees to provide the other parties and any other named insured with certificates of its insurance promptly following receipt of a written request therefor. Any policy required by this Paragraph 17A shall provide that such policy shall not be cancelled or materially changed without at least thirty (30) days prior notice to the other parties. In the event any such owner fails to maintain insurance in accordance with the provisions of this Paragraph 17A and if such owner fails to correct such default after reasonable notice from one of the other owners, any other owner may purchase such insurance for such defaulting owner, and the defaulting owner shall pay the cost thereof.

(vii) The policy or policies of insurance required to be maintained pursuant to Paragraph 17A(i) above by Developer (excluding policies insuring the Future Major Store) shall contain a clause providing that any loss under the same shall be payable to a trustee (which shall be a bank or trust company) approved by the owners of the Department Store Parcels, or payable to the institutional holder of any first mortgage which is a lien against the improvements on any portion of the Developer Parcel (hereinafter called "mortgagee"); it being understood, however, that all amounts collected on any such policies shall be made available to the insured thereunder for the reconstruction or repair of any building or buildings and other improvements damaged or destroyed, and shall be paid out by the said trustee or mortgagee from time to time so long as no material default exists under such mortgage as the work of rebuilding, reconstruction and repair shall progress, upon architect's certificates by architects licensed to do business in the State of Wisconsin, showing the application of the amount paid for such repairs, rebuilding or reconstruction; provided,

however, that it first be made to appear to the satisfaction of the trustee or mortgagee that the amount necessary to provide for reconstruction or repair of any buildings and other improvements destroyed or damaged, as aforesaid, according to the plans and specifications therefor, which may be in excess of the amount received upon such policies, has been provided by the insured for such purposes and its application for such purposes assured. If the damage is so slight that the insurance award is for less than $200,000, then the insurance award shall be paid directly over to the insured or mortgagee if the mortgage so provides, without the necessity of payment to the trustee as otherwise provided for in this Paragraph 17A(vii); but this shall not be construed as relieving the insured from the necessity of repairing such damage promptly in accordance with the terms of Paragraph 17B below. The insured shall pay to the trustee all reasonable fees for its services. Any excess of monies received from insurance remaining with the trustee or mortgagee after the reconstruction or repair of such building or buildings or other improvements, if there be no default on the part of the insured in the performance of the covenants herein or in the mortgage or note thereby secured, shall be paid to the insured.

B. Repair and Restoration. In the event any buildings or other improvements in the Shopping Center, other than any building within Permissible Building Area F is damaged or destroyed during the twenty-three (23) year period following the date the first Department Store opens for business in the Shopping Center by (i) fire or any other casualty of the type required to be insured against by the provisions of Paragraph 17A(i) hereof or (ii) a casualty

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actually insured against by the owner of the Parcel so affected, the owner of the Parcel on which such damage or destruction occurred shall promptly rebuild, replace or repair such buildings and other improvements to the same condition and to the same general appearance as existed immediately prior to such damage or destruction; provided, however, that each of such owner's respective obligations to rebuild, replace and repair buildings hereunder shall apply only to the extent necessary to keep and maintain buildings on their respective Parcels containing at least the minimum number of square feet of Floor Area that each owner is initially required to construct on its respective Parcel and complying with all the other requirements with respect to initial construction, as set forth in Paragraphs 2, 3, 4, 5 and 6 hereof, as the case may be. In the event (aa) the building constructed within Permissible Building Area F is damaged or destroyed by fire or any other cause whatsoever at any time during the term of this Agreement or (bb) the building constructed within any one of the following Permissible Building Areas; to wit: A, A-1, B, B-1, C, D, E, G, H and I is damaged by fire or any other cause whatsoever at any time after the expiration of the twenty-three (23) year period following the date upon which the first Department Store opens for business in the Shopping Center or (cc) the building constructed in any of the Permissible Building Areas set forth in (bb) next above is damaged by a casualty not required to be insured against by the provisions of Paragraph 17A(i) above or not actually insured against at any time during the term hereof, the owner of the Parcel on which said building was constructed shall elect, by giving written notice of its election to the other owners of the Parcels comprising the Shopping Center within three (3)

months following the occurrence of such damage or destruction, (i) to rebuild and replace and restore the same as provided in the previous sentence hereof, or (ii) to raze said building and promptly restore the ground by the addition of parking facilities or landscaping thereon and thereafter maintain the same in a sightly condition during the remainder of the term of this Agreement; provided, however, that the owner of such Parcel shall not be precluded from again constructing building improvements on such Parcel at a later time so long as such improvements and the occupancy thereof is subject to and in accordance with all applicable provisions of this Agreement. The owners of the Department Store Parcels and the Developer Parcel covenant and agree with each other that (a) construction or repair of any building or other improvements which such owner is required or elects to rebuild, replace or repair pursuant to this Paragraph 17 shall be commenced within nine (9) months and completed and ready for occupancy within eighteen (18) months after such damage or destruction occurs, and (b) the razing of any building which such owner is required or elects to raze pursuant to this Paragraph 17 shall be commenced within six (6) months and such razing completed and such ground so improved with parking and landscaping within twelve (12) months after such damage or destruction occurs, as the case may be, and further covenant and agree that any such owner which is required to rebuild, replace or repair pursuant to this Paragraph 17B shall furnish a copy of the preliminary plans and outline specifications to each of such other owners for informational purposes only prior to commencing such rebuilding, replacement or repair.

18. Land Added to the Shopping Center.

A. Benefits to and Burdens Upon Land Added to the Shopping Center. The owner of the Developer Parcel shall have the right and option, exercisable at any time and from time to time as hereinafter provided from the date of this instrument to and including January 1, 1999, to add all or portions of the Fringe Land Parcels or the Developer Additional Parcels to the Shopping Center, provided such portion to be so added is contiguous for a distance of not less than fifty (50) consecutive feet to any portion of the land then comprising the Shopping Center. Any land which is so added to the Shopping Center shall thereupon be entitled to the benefit of the Common Area easements set forth in Paragraph 12 hereof, to the same extent and with the same force and effect as if such land were originally described as part of the Developer Parcel. Any land which is so added to the Shopping Center shall be subject to the following restrictions, easements, covenants and burdens and no others, which restrictions, easements, covenants and burdens shall be for the benefit of and enforceable by the owners of Department Store Parcels and the Developer Parcel and any other land previously added to the Shopping Center pursuant to this Paragraph 18 and shall apply to such land from the date such land is added to the Shopping Center pursuant to this Paragraph 18 and continuing thereafter for the periods specified below:

(i) A non-exclusive right, privilege and easement to use those portions of such land which are not then or subsequently occupied by any buildings or structures for the purpose of ingress to and egress from the Department Store Parcels and the Developer Parcel and any other land previously added to the Shopping Center pursuant to this Paragraph 18,

respectively, and for parking purposes; such right, privilege and easement shall be for the benefit of the lands mentioned above and the parties hereto and their respective successors and assigns and shall include the right to permit their tenants and their respective officers, employees, agents, customers, business visitors, business guests, licensees and invitees to use the same in common with all the parties hereto, their respective successors and assigns, and all other persons claiming by, through or under them.

(ii) Such additional land shall be used only for retail and service stores, medical and office buildings, restaurants, banks and other lending institutions, theatres or any other use which is now or hereafter customary in regional shopping center developments.

(iii) All buildings and Common Areas on such additional land shall be kept and maintained by the owner thereof at its expense in good order and condition and state of repair, including, without limitation, with respect to the Common Areas, keeping the same in a clean, unlittered, orderly and sanitary condition, keeping all marking and directional signs clear, distinct and legible, and promptly removing, to the extent practicable, snow, ice and surface waters therefrom.

(iv) The right, privilege and easement described in Paragraph 18A(i) above and the obligations set forth in Paragraph 18A(iii) above shall terminate upon the expiration of the term of this Agreement. The restrictions described in Paragraph 18A(ii) above shall terminate twenty-five (25) years after the date the first Department Store opens for business within the Shopping Center; provided, however, that from and after the termination of such restrictions, until

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the expiration of the term of this Agreement, such additional land shall be used only for uses which are similar to and compatible with the uses then being made of the Shopping Center.

(v) The owner of land added to the Shopping Center pursuant to this Paragraph 18 shall be bound by the provisions of Paragraphs 17A(iii) and 17A(v) hereof (dealing with the public liability insurance and indemnification of the owners of the Parcels comprising the Shopping Center) during the remainder of the term of this Agreement and obligated to each Department Store with respect to land so added to the Shopping Center to the same extent as the Developer is obligated to each Department Store with respect to the Developer Parcel under said Paragraphs 17A(iii) and 17A(v).

B. Exercise of Option to Add Land to the Shopping Center. The right and option provided in this Paragraph 18 shall be exercised by the owner of such land to be added to the Shopping Center by giving written notice thereof, in the form of a recordable Declaration, to all of the other owners of the land comprising the Shopping Center and including in such Declaration a legal description and survey showing the boundaries of the land to be added to the Shopping Center for the purposes of this Paragraph 18. Said Declaration shall be effective from and after the date of filing with the Register of Deeds of Racine County, Wisconsin; provided, however, that within sixty (60) days after receipt of written notice from the owner of such land to be added to the Shopping Center, the other owners of the land comprising the Shopping Center shall join in the execution of an amendment to this

Agreement for the purpose of further evidencing said addition of land to the Shopping Center, in form suitable for recording and legally sufficient for such purpose, which amendment shall specifically describe the land added to the Shopping Center pursuant to the provisions of this Paragraph 18 and shall confirm the granting of the rights, privileges and easements and the imposing of the restrictions, easements and burdens set forth in this Paragraph 18.

19. Land Added to the Developer Parcel.

A. Benefits to and Burdens Upon Land Added to the Developer Parcel. The owner of the Developer Parcel shall have the right and option, exercisable at any time and from time to time as hereinafter provided from the date of this Agreement to and including January 1, 1999, to add additional land to the Developer Parcel, provided such land is (i) improved and thereafter maintained in its entirety as hard-surfaced parking areas and (ii) contiguous for a distance of not less than fifty (50) consecutive feet to any portion of the land then comprising the Shopping Center or the Developer Parcel. Any land which is so added to the Developer Parcel shall thereupon be entitled and subject to all the easements, restrictions and covenants benefiting or burdening the Developer Parcel as provided in this Agreement. Land, or any portion of land, which has been previously added to the Shopping Center pursuant to the provisions of Paragraph 18 hereof may, subsequently, at the option of the owner thereof, be added to the Developer Parcel pursuant to this Paragraph 19; provided, however, that no portion of the land which has been previously added to the Shopping Center pursuant to the provisions of Paragraph 18 hereof shall be added to the

Developer Parcel unless there is sufficient parking area on the remaining land so previously added to the Shopping Center under Paragraph 18 hereof to satisfy the minimum parking area ratios contained in Paragraph 14A(ii) hereof.

B. Exercise of Option to Add Land to the Developer Parcel. The right and option provided in this Paragraph 19 shall be exercised by the owner of such land to be added to the Developer Parcel by giving written notice thereof, in the form of a recordable Declaration, to all of the other owners of the land comprising the Shopping Center and including in such Declaration a legal description and survey showing the boundaries of the land to be added to the Developer Parcel for the purposes of this Paragraph 19. Said Declaration shall be effective from and after the date of filing with the Register of Deeds of Racine County, Wisconsin; provided, however, that within sixty (60) days after receipt of written notice from the owner of such land to be added to the Developer Parcel, the other owners of the land comprising the Shopping Center shall join in the execution of an amendment to this Agreement for the purpose of further evidencing said addition of land to the Developer Parcel, in form suitable for recording and legally sufficient for such purpose, which amendment shall provide that the land described therein, being the same land described in the aforementioned Declaration, shall be deemed a part of the Developer Parcel for all purposes of this Agreement.

20. Operating Covenants.

A. Federated Operating Covenant. Provided that Developer is not in default under its operating covenant set forth in Paragraph 20D hereof as modified by Paragraph 20F

hereof, and provided that at least one other Department Store is then operating a retail department store within the Shopping Center of not less than 100,000 square feet of Floor Area, Federated agrees with Penney, Bergner and Developer for the benefit of the Penney Parcel, Bergner Parcel and Developer Parcel that it will cause to be continuously operated in the Federated Store a retail department store containing not less than 100,000 square feet of Floor Area, the name of such Store to include the name "Boston" or such other name as is then commonly used to identify the majority of the department stores presently operated under such name, for a period of fifteen (15) years from the date the first Department Store opens for business in the Shopping Center and after said fifteen (15) year period, if the Federated Store shall be occupied for any purpose during the next ten (10) year period, the use thereof shall be limited to a retail department store use only. Such operation by Federated shall be during such hours and in such manner as Federated shall determine. As part of its operation of the Federated Store, Federated may lease or license departments or grant concessions to other parties to operate within its Store. Temporary cessation of business to make alterations or repairs, a temporary cessation of business caused by fire or other casualty, a strike, picketing or labor dispute or by other circumstances which are reasonably beyond Federated's control (other than financial inability) and, in any case, any cessation of business for a period not in excess of sixty (60) days in any calendar year shall not be deemed a discontinuation of the operation of a retail department store by Federated.

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B. Penney Operating Covenant. Provided that Developer is not in default under its operating covenant set forth in Paragraph 20D hereof as modified by Paragraph 20F hereof, and provided that at least one other Department Store is then operating a retail department store within the Shopping Center of not less than 100,000 square feet of Floor Area, Penney agrees with Federated, Bergner and Developer for the benefit of the Federated Parcel, Bergner Parcel and Developer Parcel, that it will cause to be continuously operated in the Penney Store a retail department store containing not less than 110,000 square feet of Floor Area, the name of said Store to include the name "J. C. Penney", "Penney" or "Penney's" or such other trade name as Penney may be operating substantially all of its stores in the State of Wisconsin, for a period of fifteen (15) years from the date the first Department Store opens for business in the Shopping Center and thereafter until twenty-five (25) years from the date the first Department Store opens for business in the Shopping Center, it will cause to be operated a retail department store with not less than 110,000 square feet of Floor Area, such operation to be during such hours and in such manner as Penney shall determine. As part of its operation of the Penney Store, Penney may lease or license departments or grant concessions to other parties to operate within its Store. Temporary cessation of business to make alterations or repairs, a temporary cessation of business caused by fire or other casualty, a strike, picketing or labor dispute or any other circumstances which are reasonably beyond Penney's control (other than financial inability) and, in any case, any cessation of business for a period not

in excess of sixty (60) days in any calendar year shall not be deemed a discontinuance of the operation of a retail department store by Penney.

C. Bergner Operating Covenant. Provided that Developer is not in default under its operating covenant set forth in Paragraph 20D hereof as modified by Paragraph 20F hereof, and provided that at least one other Department Store is then operating a retail department store within the Shopping Center of not less than 100,000 square feet of Floor Area, Bergner agrees with Penney, Federated and Developer for the benefit of the Penney Parcel, Federated Parcel and Developer Parcel, that it will continuously operate or cause to be continuously operated in the Bergner Store, a retail department store containing not less than 100,000 square feet of Floor Area, the name of said store to include the name "P. A. Bergner & Co.", "Chas. V. Weise Co.", "Bergner" or "Weise" or such other name as may then be used to identify the chain presently operating under such name, for a period of twenty-five (25) years from the date the first Department Store opens for business in the Shopping Center; provided, however, that the obligation to use one of the above specified names shall continue after fifteen (15) years from the date the first Department Store opens for business in the Shopping Center only so long as one of Federated or Penney shall be operating within the Federated or Penney Store, as the case may be, under the name originally used by such Department Store or the name then being used to identify the chain which previously operated under such name. Such operation by Bergner shall be during such hours and in such manner as Bergner shall determine. As part of its operation of the Bergner Store, Bergner may lease or license departments or

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grant concessions to other parties to operate within its Store. Temporary cessation of business to make alterations or repairs, a temporary cessation of business caused by fire or other casualty, a strike, picketing or labor dispute or by other circumstances which are reasonably beyond Bergner's control (other than financial inability) and, in any case, any cessation of business for a period not in excess of sixty (60) days in any calendar year shall not be deemed a discontinuance of the operation of a retail department store by Bergner.

D. Developer Operating Covenant. Provided at least one (1) Department Store is then operating a retail department store of not less than 100,000 square feet of Floor Area and subject to Paragraph 20F, Developer agrees with Federated, Penney and Bergner, for the benefit of the Federated Parcel, Penney Parcel and Bergner Parcel, respectively, that it will, for a period of twenty-five (25) years from the date that the first Department Store opens for business within the Shopping Center, continuously operate or cause to be operated a shopping center, including the Enclosed Mall and Mall Store buildings having a minimum of 190,000 square feet of Floor Area, on the Developer Parcel in accordance with reasonable standards of a first class air conditioned, heated, enclosed mall regional type shopping center operation and that from and after the date that not less than two (2) Department Stores shall be open for business it will have at least sixty percent (60%) of the Floor Area within the Mall Stores occupied and operating; provided, however, that nothing herein contained shall extend the liability of Developer as set forth in Paragraph 21K of the Operating Agreement. A temporary cessation of business caused by fire or other

casualty, a strike, picketing or labor dispute or by other circumstances which are reasonably beyond Developer's control (financial inability excepted) and, in any case, any cessation of business, except with respect to the Enclosed Mall which shall be continuously operated as set forth in and subject to the terms of Paragraph 15C hereof, for a period not in excess of sixty (60) days in any calendar year shall not be deemed a discontinuance of the operation of a shopping center by Developer.

E. Limitations on Covenant to Operate. If any building or improvement located on the Federated Parcel, Penney Parcel, Bergner Parcel or the Developer Parcel is taken by condemnation or eminent domain or by public authority pursuant to the threat of condemnation or eminent domain to the extent that the owner of such parcel shall be entitled under this Agreement to and shall restore such building to a size which is less than the minimum number of square feet specified in Paragraphs 20A, 20B, 20C or 20D, as the case may be, the operating covenant of such owner so affected by such taking shall be modified to reduce the applicable minimum number of square feet to be operated to conform to the number of square feet in their respective stores following such restoration or, in the case of Developer, at least sixty percent (60%) of the Floor Area within the Mall Stores following such restoration. If any such taking is to the extent that, or at a point in time so that the owner of such Parcel shall be entitled under this Agreement to and shall, in fact, raze said buildings and other improvements and restore the ground by the addition of parking facilities or landscaping thereon pursuant to Paragraph 16, such owner so

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affected by such taking shall thereupon be relieved of its covenant to operate pursuant to this Paragraph 20. In the event that the Mall Stores on the Developer Parcel shall be damaged or destroyed by fire or other casualty and the Developer shall be entitled to and shall restore less than the number of square feet of Floor Area within the Mall Stores prior to such casualty, the operating covenant of Developer shall be modified to reduce the number of square feet of Floor Area within Mall Stores required to be occupied and operating to sixty percent (60%) of the Floor Area so restored. In the event that any buildings or other improvements on the Federated Parcel, Penney Parcel, Bergner Parcel or Developer Parcel shall be damaged or destroyed by fire or other casualty of a type or at a point in time so that the owner of such Parcel shall be entitled under this Agreement to and shall, in fact, raze said buildings or improvements and restore the ground to parking facilities and landscaping pursuant to Paragraph 17B hereof, such owner so affected by such damage or destruction shall be relieved of its obligation to operate pursuant to this Paragraph 20. In addition, in the event that there shall be a taking by condemnation or the exercise of the power of eminent domain or damage or destruction due to fire or other casualty to the Enclosed Mall and Mall Stores on the Developer Parcel at any time following twenty-three (23) years from the date the first Department Store shall open its Store for business within the Shopping Center and, in the further event that the owner of the Developer Parcel shall exercise its right as set forth in Paragraph 16 or Paragraph 17B, as the case may be, to elect not to restore the Enclosed Mall and Mall Stores,

Federated, Penney and Bergner shall thereupon be entitled to terminate their respective covenants to operate contained in Paragraphs 20A, 20B and 20C.

F. Operating Covenant Default by Developer. In the event that Developer defaults in its operating covenant set forth in Paragraph 20D hereof and such default shall be declared to be a default under any then existing first mortgage which covers the Enclosed Mall and Mall Stores by a first mortgagee of which Developer has provided notice in accordance with Paragraph 21D hereof (hereinafter called "First Mortgagee") and Developer or any such First Mortgagee fails to cure such default or cause such default to be cured within twelve (12) months following notice of the existence of such default given by Penney, Federated or Bergner to Developer and First Mortgagee (hereinafter called "Notice of Developer Default") Penney, Federated and Bergner shall each thereafter be relieved of its respective operating covenant from and after the date following such twelve (12) month period that such Department Store gives Developer and First Mortgagee and each of the other Department Stores notice of its intention to cease operating (hereinafter called "Notice of Intent to Cease Operating") provided Developer remains in default on the date such Notice of Intent to Cease Operating is given. In the event Developer disputes the existence of a default as of the date of such Notice of Developer Default or as of the date of such Notice of Intent to Cease Operating, Developer shall, within ten (10) days, certify to each Department Store in writing the following information:

(i) The aggregate amount of square feet of Floor Area which is occupied and operating within the Mall Stores

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and the percentage which such Floor Area bears to the aggregate number of square feet of Floor Area within the Mall Stores; and

(ii) The unit number, the number of square feet of Floor Area within such unit and the name of the tenant occupying each unit within the Mall Stores which has been included in the aggregate number of square feet of occupied and operating Floor Area within the Mall Stores referred to in Paragraph (i) above.

G. Effect of Operating Covenants on Mortgagee. Anything in Paragraphs 20A, 20B or 20C hereof to the contrary notwithstanding, it is mutually understood and agreed that if a first mortgage, first deed of trust or other instrument in the nature of a first mortgage (herein called "Mortgage") on the Penney Parcel, Federated Parcel or Bergner Parcel is foreclosed, or a power of sale pursuant thereto is exercised, or a deed is delivered in lieu of foreclosure, or if the leasehold estate under a sale and leaseback or lease and subleaseback transaction (herein called "sale/leaseback") is terminated by way of foreclosure so that the fee owner or holder of the leasehold estate in any of the foregoing instances shall be deprived of possession of the Parcel in question by reason of its failure to comply with the terms of such transaction, then and in such event, any person, firm or corporation, which is not an affiliate of such fee owner or holder of the leasehold estate, so becoming entitled to possession of such Parcel (hereinafter, together with its successors and assigns, called "Transferee") shall be relieved of its respective obligation to carry on any operation whatsoever on such Parcel pursuant to Paragraphs 20A,

20B or 20C hereof, as the case may be; provided, however, that if and so often as such Transferee, in its discretion shall decide, from time to time, to carry on operations on such Parcel such operations shall be for retail department store purposes only. Notwithstanding the preceding portions of this Paragraph 20G, the owner of the Parcel who has been so deprived of possession of its parcel by reason of failure to comply with the terms of any Mortgage or sale/leaseback shall remain liable for the performance of its obligations under Paragraph 20A, 20B or 20C hereof, as the case may be, in the event a Transferee comes into possession.

21. Miscellaneous.

A. Supplemental Instruments to be Recorded. The owners of the Department Store Parcels and the Developer Parcel shall each join in the execution of a written instrument or instruments in recordable form and cause the same to be filed for record, from time to time upon the request of any party hereto, for the purpose of evidencing (i) the Floor Area within each of the buildings on its respective Parcel in accordance with the certificates referred to in Paragraph 1G hereof and the number of parking spaces provided on its respective Parcel at such time, and (ii) the date when the Department Stores and improvements on the Developer Parcel opened for business, and (iii) the date of expiration of the various restrictions, easements and covenants contained herein. The parties recognize that by virtue of Section 893.15 of the Wisconsin Statutes, easements and covenants restricting the use of real estate set forth in any recorded instrument may be barred or rendered unenforceable after a period of sixty (60) years from the date of recording, unless an

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instrument as prescribed by said Statute is filed for record. Because it is the intention of the parties that the perpetual easements provided for in Paragraphs 11A, 13A and 13B and the easement provided for in Paragraphs 12D, 12E and 12F of this Agreement shall be subject to termination only in accordance with Paragraph 21Q hereof, the grantee of any one or more of the foregoing perpetual easements may, at any time during continuance of such easements, request of the other parties hereto that a proper instrument be executed and filed for record for the purpose of extending such easements beyond the statutory period so that the same shall terminate only in accordance with Section 21Q. In the event that any party shall fail or refuse to join in the execution of such instrument, the party so requesting is hereby appointed attorney-in-fact for such party or parties failing or refusing to join in such request to execute and file such instrument, which power shall be deemed coupled with an interest.

B. No Joint Venture or Third Party Beneficiary Rights. Nothing contained in this Agreement shall be construed to make the parties hereto, or their successors and assigns, partners or joint venturers or to render any of said parties

liable for the debts or obligations of the others, except as in this Agreement expressly provided. This Agreement is made for the exclusive benefit of the parties hereto and their successors and assigns herein permitted and not for any other persons, whether as third party beneficiaries or otherwise. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their successors and assigns herein permitted, any rights or remedies under or by reason of this Agreement except as expressly herein provided otherwise.

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

D. Notices. Any notice, approval, request or demand required by or permitted under this Agreement shall be in writing and shall be deemed given:

(a) If to Developer, when deposited in a United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Racine Joint Venture
25425 Center Ridge Road
Cleveland, Ohio 44145

Attn: Mr. Richard E. Jacobs

(b) If to Penney, when deposited in a United States Post Office, registered or certified mail, return receipt

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requested, postage prepaid and addressed as follows:

J. C. Penney Properties, Inc.
1301 Avenue of the Americas
New York, New York 10019

Attn: Real Estate Department

(Copy prior to the opening of the Penney Store to:
J. C. Penney Company, Inc.
650 Woodfield
Schaumburg, Illinois 60195

Attn: Regional Real Estate Attorney)

(Copy subsequent to the opening of the Penney Store to:
J. C. Penney Company, Inc.
Racine Mall
Racine, Wisconsin

Attn: Manager)

(c) If to Federated, when deposited in a United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Boston Store
331 West Wisconsin Avenue
Milwaukee, Wisconsin 53203

Attention: Chief Executive Officer

(Copy to: Federated Department Stores, Inc.
Seven West Seventh Street
Cincinnati, Ohio 45202

Attn: Real Estate Department)

(d) If to Bergner, when deposited in a United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

The Chas. V. Weise Co.
3600 N. Main Street
Rockford, Illinois 61103

Attn: President

or to such other address as any owner of the land comprising the Shopping Center may from time to time specify in writing to the other owners (if another address has been specified

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in accordance with this Paragraph 21D). In the event of a transfer of all or a portion of a Parcel and a transferee thereof shall fail to specify a change in address, any notice permitted or required to such transferee shall be deemed given if deposited in a United States Post Office, registered or certified mail, return receipt requested, and addressed to the tax mailing address of the last owner of record as shown in the Office of the Register of Deeds of Racine County, Wisconsin.

E. Headings. The paragraph and subparagraph headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

F. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

G. Partial Invalidity. If any provisions, or portions thereof, of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

H. Agreements to be in Writing. No agreement shall be effective to add to, change, modify, waive or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the parties to be bound.

I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an

original, and all counterparts shall together constitute one and the same instrument.

J. Restrictions Upon Transfer of Title. Each of the owners of the Department Store Parcels and the Developer Parcel agrees not to transfer fee title of all or any portion of its respective Parcel until such owner has completed construction of the improvements to be constructed by it in accordance with Paragraphs 2A, 3A, 4A, 5A, 6A and 8A, 8B and 8C hereof, respectively, and has opened the same for business, or until ten (10) years from the effective date of this Agreement, whichever shall first occur, except for a transfer by an owner by way of mortgage deed or deed of trust to an institutional lender, sale and leaseback or any other financing arrangement requiring the transfer of any interest thereunder in connection with financing of the improvements to be constructed on the Parcels of the respective owners, including any transfer to a third party by the holder of any such mortgage or deed of trust following foreclosure or acceptance of a deed in lieu of foreclosure; provided, however, that the owner of the Developer Parcel may at any time prior to such substantial completion of construction transfer (i) the entire Developer Parcel to a corporation owned by the partners then comprising Developer or to any other corporation which shall hold legal title thereto pursuant to a title holding agreement for the benefit of the partners then comprising the Developer, or (ii) a portion of the Developer Parcel to a retail store operator or its nominee for construction of the Future Major Store; provided that any of the foregoing transfers shall be subject to all of the provisions of this Agreement. Prior to the date that

the improvements on the Developer Parcel have been constructed and opened for business in accordance with this Agreement or until ten (10) years from the effective date of this Agreement, whichever shall first occur, none of the persons who are members of the partnership referred to herein as Developer shall sell, assign, transfer or convey their respective interests in said partnership, except that such restriction shall not apply to (i) a transfer by testate or intestate succession of the interest of any such partner who has become deceased to any adult member of the immediate family of such partner or in trust for the benefit of any member of the immediate family of such partner, or (ii) a transfer intervivos to any adult member of the immediate family of a partner or to a trustee for the benefit of any member of the immediate family of a partner, or (iii) a transfer by any partner to any other partner or (iv) a transfer by one or more of the partners to one or more individuals associated in business with any of the members of the partnership, or in trust for the benefit of any such individuals, provided that not more than twenty percent (20%) in the aggregate of such partnership interest may be transferred to or for the benefit of any such individuals.

K. Limitation of Liability. The owners of the Department Store Parcels each agree that in the event the Developer fails to observe, fulfill or perform any covenant, term or condition of this Agreement upon its part to be observed, fulfilled or performed and, as a consequence of such default, such Department Store recovers a money judgment against Developer, such judgment shall be satisfied (subject to the rights of any mortgagee, its successors or assigns, whose lien predates the filing of the complaint

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which results in such judgment) only out of the assets of Developer (other than the liability of the general partners), including the right, title and interest of Developer in the Developer Parcel and out of rents or other income from such property receivable by Developer or out of the consideration received by Developer from the sale or other disposition of all or any part of Developer's right, title and interest in the Developer Parcel, and none of the members of the partnership referred to herein as Developer shall be liable for any deficiency. Notwithstanding anything contained herein to the contrary, in the event that there shall be diversity of ownership of the Developer Parcel, any of the Fringe Land Parcels and the Developer Additional Parcels, a default by any owner of a Fringe Land Parcel or the Developer Additional Parcels or a violation or breach of any covenant or obligation by the owner of any Fringe Land Parcel or the Developer Additional Parcels with respect thereto shall not be deemed a default by the then owner of the Developer Parcel. If the owner of a Department Store Parcel shall obtain a judgment that shall entitle it to assert a lien as a result of any such default by the owner of any Fringe Land Parcel or a Developer Additional Parcel, such lien shall be asserted only against such Fringe Land Parcel or such Developer Additional Parcel, as the case may be. It is further agreed and understood that in the event that a mortgagee of the Developer Parcel acquires said Parcel (but not the Fringe Land Parcels and/or Developer Additional Parcels) by foreclosure, deed in lieu of foreclosure or otherwise, then in such event, such mortgagee, its successors or assigns or any person taking by, through or under such mortgagee shall have no responsibility or liability for the non-performance or

for the breach of any covenants or agreements arising out of or pertaining to any Fringe Land Parcel and/or the Developer Additional Parcels to the extent the same are not so acquired.

L. Release of Liability Following Transfer of Title. The obligations set forth in this Agreement shall not be deemed to be personal to or binding upon any party hereto with respect to its Parcel or Parcels described herein, or any portion thereof, transferred in fee by such party in accordance with the provisions of Paragraph 21J hereof, provided such transferee of title has expressly assumed in writing all of the obligations to be performed by such party hereunder with respect to the Parcel or portions thereof so transferred and provided, further, that (i) each Department Store shall remain liable for the performance of their operating covenants pursuant to Paragraph 20 above, notwithstanding a transfer of all or any portion of its Parcel, and (ii) no such transfer shall relieve any party of liability for any breach of the terms, provisions or conditions of this Agreement occurring prior to such transfer. The transferee in any sale, transfer or other conveyance of any party's Parcel, or any portion thereof, shall, by its acceptance of an instrument of conveyance, be deemed to have automatically assumed all provisions of this Agreement that such party was theretofore obligated to perform as respects the Parcel or part thereof so conveyed except for the obligations of each Department Store to operate under their respective trade names pursuant to their respective operating covenants in Paragraph 20 above, and agrees, upon request from any party hereto to execute an instrument, in recordable form, which is legally sufficient to evidence such assumption. In

addition, if any party transfers an interest in all or any portion of its Parcel to secure indebtedness by way of mortgage, deed of trust or in connection with a sale leaseback or lease-subleaseback transaction, and such party or an affiliate retains or acquires a possessory interest by way of lease or otherwise in the Parcel or portion thereof so transferred, then so long as such party has such possessory interest, the owner of fee simple title to the Parcel of such party or portion thereof in the case of a sale-leaseback financing transaction or the holder of such mortgage or deed of trust, as the case may be, shall not be deemed to have assumed the obligations of such party, it being agreed that such party shall remain liable for the performance thereof and that performance by such party of such obligation shall be deemed performance by such owner, lessee or holder, as the case may be, and shall be acceptable to the parties with the same force and effect as if performed by such owner, lessee or holder, as the case may be.

M. Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants (and not conditions) running with the land, binding upon, inuring to the benefit of and enforceable by the parties hereto and their respective successors and assigns, including the owner of all or any portion of their respective Parcels, as described herein for and during the respective terms set forth herein, and at the end of such terms, or upon the termination of perpetual easements pursuant to Paragraph 21Q below, the respective Parcels shall be free from the burden thereof.

N. Real Estate Taxes and Assessments. The owners of the land comprising the Shopping Center each agree that they will pay as the same become due, all real estate taxes and assessments, both general and special, which are levied or assessed against their respective Parcels in the Shopping Center; provided, however, that nothing herein contained shall be deemed to limit the right of such owners to contest, in good faith, the validity of any such taxes or assessments against their property by appropriate proceedings.

O. Exhibits. The exhibits mentioned herein may be initialed by the duly authorized officers, agents or attorneys of the parties hereto for identification and are hereby incorporated herein by reference and made a part hereof as fully as if set forth in full herein.

P. Unavoidable Delays. Notwithstanding anything contained in this Agreement, each party shall be excused from performing any obligation under this Agreement, and any delay in the performance of any obligation under this Agreement shall be excused, if and so long as the performance of the obligation is prevented, delayed or otherwise hindered by acts of God, fire, earthquake, flood, explosion, actions of the elements, war, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, court orders, laws or orders of governmental or military authorities or any other cause, whether similar or dissimilar to the foregoing, not within the control of such party (other than the lack of or inability to procure monies to fulfill its commitments and obligations under this Agreement).

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Q. Termination of Perpetual Easements. Any one or more of the perpetual easements provided for in Paragraphs 11A, 13A and 13B of this Agreement shall terminate if such easement or easements shall not have been used for a period of two (2) years after written notice of such non-use shall have been given by the then record owner of the fee of the real estate burdened by such easements and shall have been actually received by the then record owner of the real estate benefitted by such easements; provided, however, if the record owner of the fee of such real estate benefited by such easements should, within two (2) years following receipt of said notice, again use such easements and so notify, in writing, the owner of the fee of the real estate burdened with such easements, then such easements shall not be terminated as herein provided. The aforesaid notice from the record owner of the real estate burdened with an easement shall not be valid unless it states the address to which notices to that owner may be mailed. Any notice provided in this Paragraph to be given to the record owner of the burdened real estate shall be deemed as having been given when mailed by U. S. Mail to said owner at the address stated in the aforesaid notice by the then record owner of the burdened real estate to the record owner of the benefitted real estate.

R. Estoppel Certificates. At any time and from time to time, each owner of any portion of the land comprising the Shopping Center agrees, upon request in writing from any other owner, to execute, acknowledge and deliver to the requesting owner or to such owner's mortgagee or financial institution, a statement in writing and in form and substance reasonably satisfactory to the requesting and the

responding owners, certifying to all or any part of the following information as such owner shall request: that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modification); that to the best of the knowledge of the responding owner, there is no default under this Agreement by the requesting owner or any other owner, or if there is a default, the nature thereof; and that there are no offsets under this Agreement which the responding owner has against the requesting owner, or if there is an offset, the nature and amount thereof. Each owner agrees that requests for certificates pursuant to this Paragraph 21R will not be frivolously made.

S. Notice to Parties' Lender(s) and Right to Cure Defaults. During such period as any lender of which a party has provided notice and a mailing address to the other parties hereto in accordance with Paragraph 21D hereof (hereinafter called the "First Mortgagee") shall be the holder of a note secured by a first priority lien on all or any portion of the Parcel of such party (hereinafter called the "Mortgaged Premises"), the parties hereto agree that in the event of any default by such party in the full performance of any obligation agreed to or imposed upon such party pursuant to this Agreement or any other agreement made by such party with or for the benefit of the other parties hereto, or any of them, each such other party hereto agrees that such default shall not constitute grounds for, give rise to, or result in the invocation by any such other party of any of its rights hereunder or thereunder to terminate

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any of its obligations under this Agreement or any other such agreement with such party, to withdraw all or any portion of its Parcel from the operation hereof or to refuse to fully perform each and every one of its agreements hereunder or under any other such agreement with such party unless prior to invoking any such rights the aggrieved party shall notify the First Mortgagee in writing (which notice may be given simultaneously with notice of the default to such defaulting party) of the alleged default on the part of such party in the performance of its obligations to said aggrieved party and shall afford the First Mortgagee the right and privilege to cure or to effect a cure of the default within any period of time, measured from the date the First Mortgagee has notice of each such default, afforded such party under this Agreement or any other such agreement to cure the alleged default. The parties hereto further agree that no amendment, modification or termination of this Agreement or any other agreement made by a party with or for the benefit of the other parties hereto, or any of them, with respect to the Shopping Center, may be effected unless any such First Mortgagee of such party consents in writing to such amendment, modification or termination, which consent shall not be unreasonably withheld in the case of an amendment or modification of this Agreement or any other such agreement.

22. Term.

A. Term of Agreement. The term of this Agreement shall commence upon the date of filing this instrument for record with the Register of Deeds of Racine County, Wisconsin, and, except as otherwise herein specifically provided, shall continue until fifty-five (55) years after the earlier of January 1, 1983, or the date that any two parties have

opened the improvements to be constructed pursuant to Paragraphs 2A, 3A, 4A, 5A and 6A hereof, respectively.

B. Earlier Termination. Notwithstanding anything to the contrary elsewhere in this Agreement contained, if by the tenth (10th) anniversary of the effective date of this Agreement, by reason of unavoidable delays of the type specified in Paragraph 21P hereof, less than two (2) parties have opened the improvements to be constructed pursuant to Paragraphs 2A, 3A, 4A, 5A and 6A hereof, respectively, then this Agreement may then be terminated as to its Parcel by any party not in default by written notice by such party to the other parties to this Agreement given on or before the eleventh (11th) anniversary of the effective date of this Agreement and thereafter all rights and privileges derived from and all duties and obligations created or imposed upon such party or its Parcel by the terms of this Agreement shall terminate and shall thereafter cease to exist, except that (i) easements granted pursuant to Paragraphs 11A, 11B, 12E, 12F, 13A, and 13B, shall not so terminate; (ii) easements granted to public utility companies for a term or terms beyond said termination date shall not so terminate; and (iii) such termination shall not limit or affect any remedy at law, in equity or under this Agreement of any party hereto against any other party hereto with respect to any liability or obligation on the part of any other party arising or to be performed under this Agreement prior to the date of such termination. If, by the tenth (10th) anniversary of the effective date hereof by reason of unavoidable delays of the type specified in Paragraph 21P, any party is unable to open the improvements to be constructed by it pursuant to Paragraphs 2A, 3A, 4A, 5A or 6A hereof, as the case may be, such party shall be relieved of such obligation to so construct

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and open such improvements and shall further be relieved from its respective operating covenant contained in Paragraph 20A, 20B, 20C or 20D, as the case may be. In the event that by reason of unavoidable delays of the type specified in Paragraph 21P hereof, Developer has been unable to construct and open the Enclosed Mall and the Mall Stores within ten (10) years from the effective date of this Agreement, the owner of any Department Store Parcel shall be entitled to terminate this Agreement as to its Parcel by giving written notice to the other parties on or before eleven (11) years from the effective date; provided, however, that such termination shall be subject to the reservations and exceptions contained in clauses (i), (ii) and (iii) hereinabove set forth in this Paragraph 21B.

C. Default shall not Permit Termination. The parties each hereby expressly agrees, on behalf of itself and its successors and assigns, that any provision of law or equity to the contrary notwithstanding, in the event of any default hereunder which is not cured within any time hereinbefore specified, it shall not terminate this Agreement nor its obligations under this Agreement, nor terminate the rights of any other party hereto with respect to its Parcel, nor withhold the benefits of this Agreement from any other party by reason of any default by such party, it being the express understanding of the parties hereto that this Agreement shall continue in effect throughout its term, notwithstanding any default by any party hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above mentioned.

(Execution of this Agreement is on four separate pages numbered 100 through 103).

(Attached to and forming part of an Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc. and The Chas. V. Weise Co.).

Witnesses:

Margie Sue Cachat
Margie Sue Cachat

Carol Roush
Carol Roush

RACINE JOINT VENTURE

By _____
Richard E. Jacobs, General Partner

By _____
David H. Jacobs, General Partner

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named R. E. Jacobs and David H. Jacobs, to me known to be the persons who executed the within and foregoing instrument, who acknowledged that they were duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that they did execute said instrument on behalf of said partnership and that the same is their free and voluntary act and deed as partners of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 21st day of December, 1979.

Margie Sue Cachat
Notary Public

MARGIE SUE CACHAT
Notary Public, State of Ohio
County of Lorain
My Comm. Expires 05-26-84

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(Attached to and forming part of an Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc. and ~~XXXXXXXXXXXXXXXXXXXXXXXXXX~~ The Chas. V. Weise Co.).

Witnesses:

J. C. PENNEY PROPERTIES, INC.

CAROL SPATER

By F J Deprovich
Vice President
F. J. DEPROVICH

MARY-THERESA SIMON

Attest Cornelius T Dorans
Assistant Secretary
CORNELIUS T. DORANS

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared F. J. DEPROVICH and CORNELIUS T. DORANS, known to me to be the Vice President and Assistant Secretary, respectively, of J. C. PENNEY PROPERTIES, INC., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York this 18 day of December, 1979.

Elizabeth Di Fulvio
Notary Public

ELIZABETH DI FULVIO
NOTARY PUBLIC, State of New York
No. 41-4632326
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1980

(Attached to and forming part of an Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc. and The Chas. V. Weise, Co.).

Witnesses:

Jacklyn A. Frazee
Jacklyn A. Frazee

June A. Greensmith
June A. Greensmith

FEDERATED DEPARTMENT STORES, INC.

By James B. Selowich
Senior Vice President
James B. Selowich

Attest Boris Auerbach
Secretary
Boris Auerbach

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

BEFORE ME, a Notary Public in and for said County and State, personally appeared [illegible] and [illegible], known to me to be the [illegible] and [illegible], respectively, of FEDERATED DEPARTMENT STORES, INC., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cincinnati, Ohio this 21st day of December, 1979.

Rosemary Alexander
Notary Public

ROSEMARY ALEXANDER
Notary Public, State of Ohio
My Commission Expires Dec. 1, 1982

(Attached to and forming part of an Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc. The Chas. V. Weise Co.).

Witnesses:

THE CHAS. V. WEISE CO.

_____

By Thomas P. Liston
THOMAS P. LISTON

_____

Attest Earl E. Cunion
EARL E. CUNION

STATE OF Illinois)
) SS:
COUNTY OF Peoria)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Thomas P. Liston and Earl Cunion, known to me to be the Vice Chairman of the Board and Vice President, respectively, of THE CHAS. V. WEISE CO., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Peoria, Illinois this 21st day of December, 1979.

Alice M. Faulkner
Notary Public

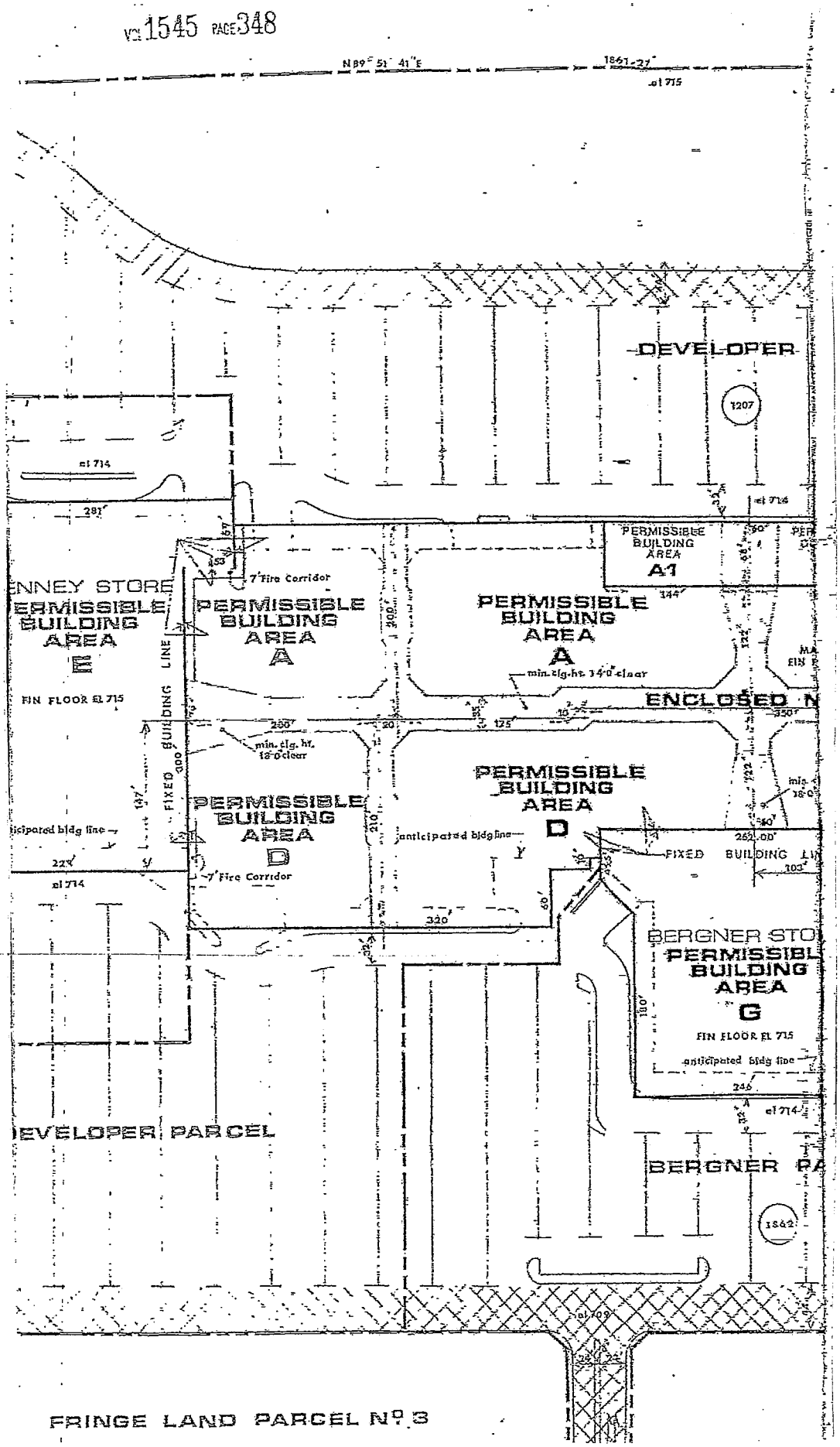
This Instrument Prepared By:

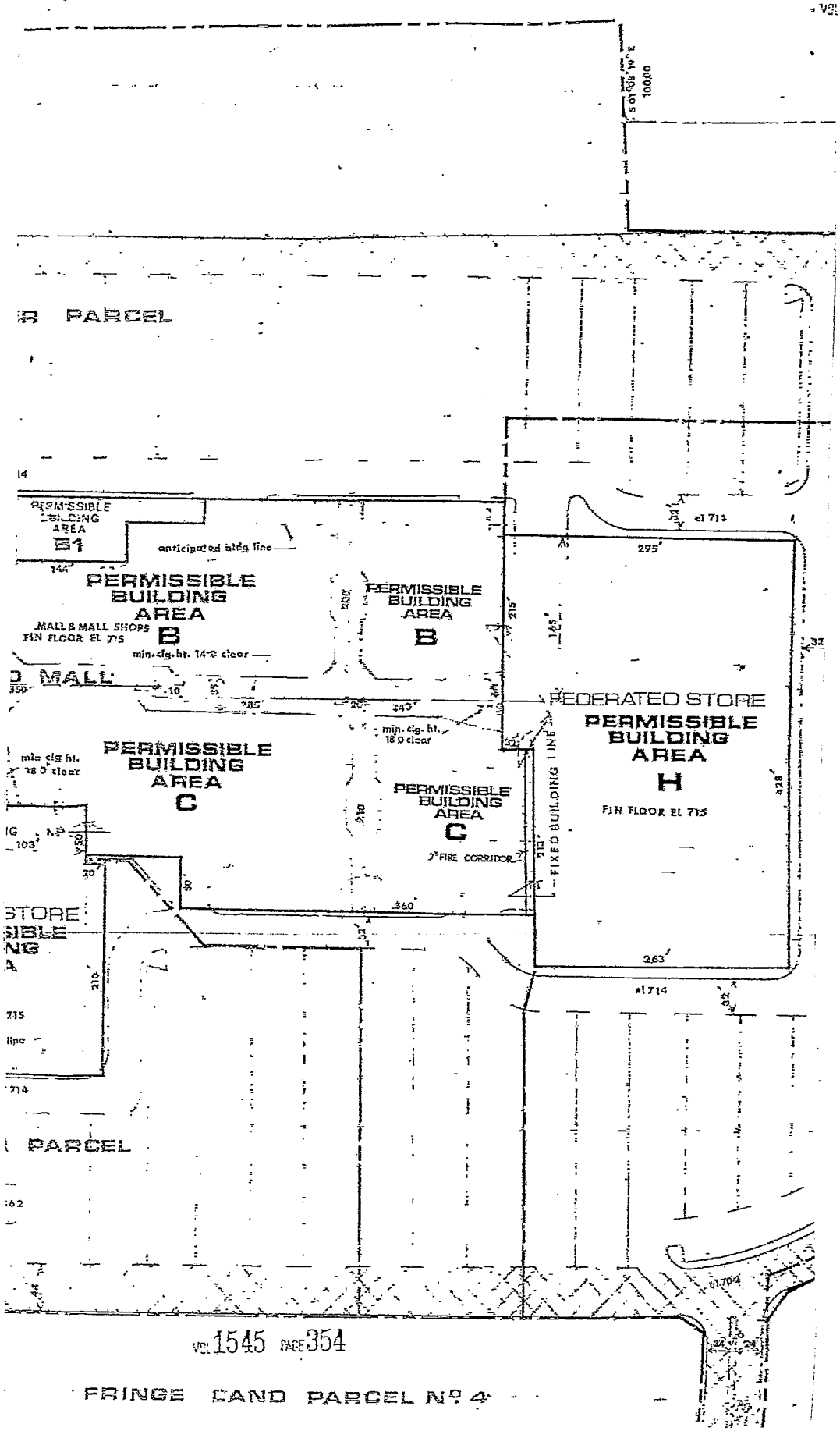
David W. Pancoast, Esq.
25425 Center Ridge Road
Cleveland, Ohio 44145

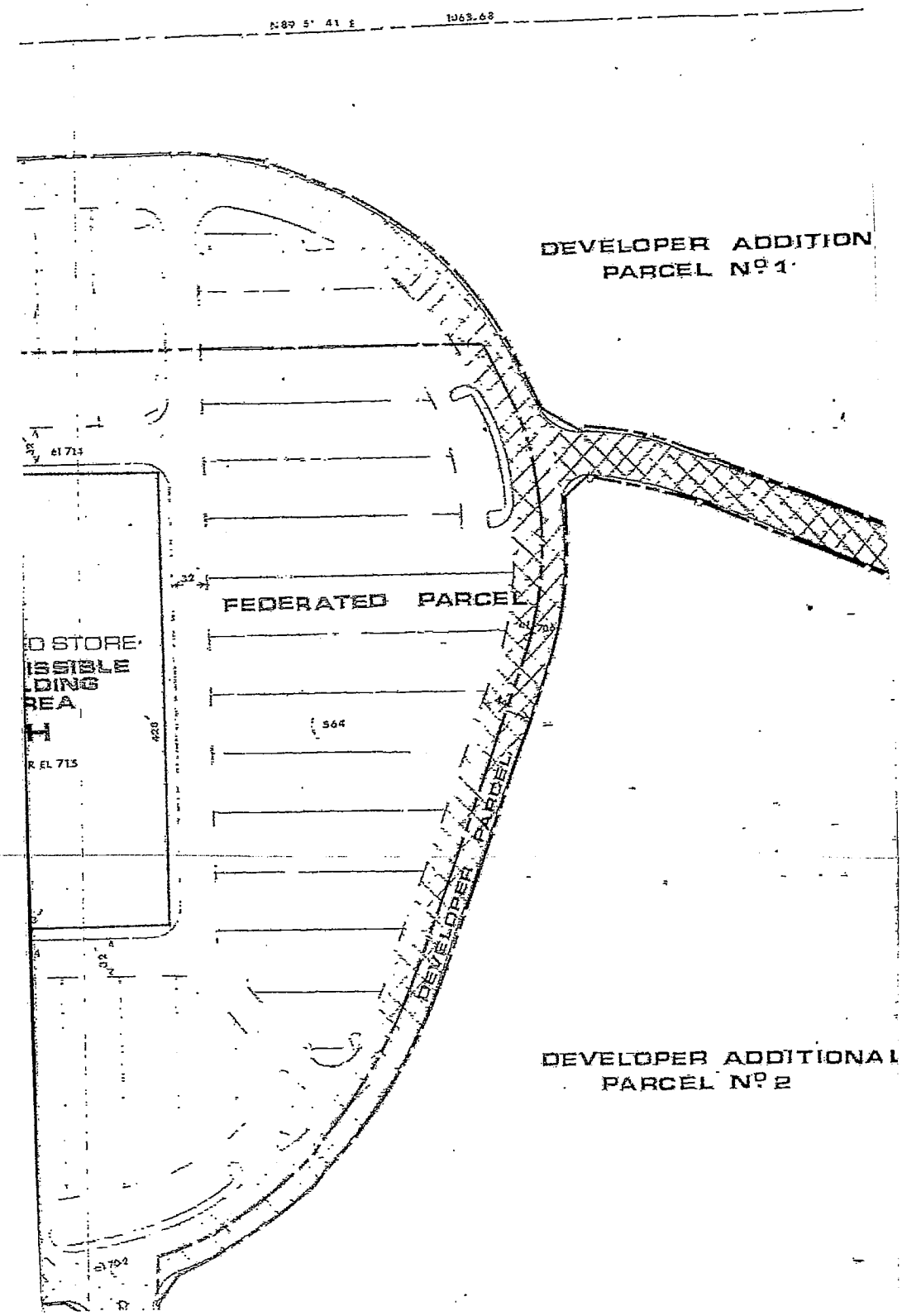
1X

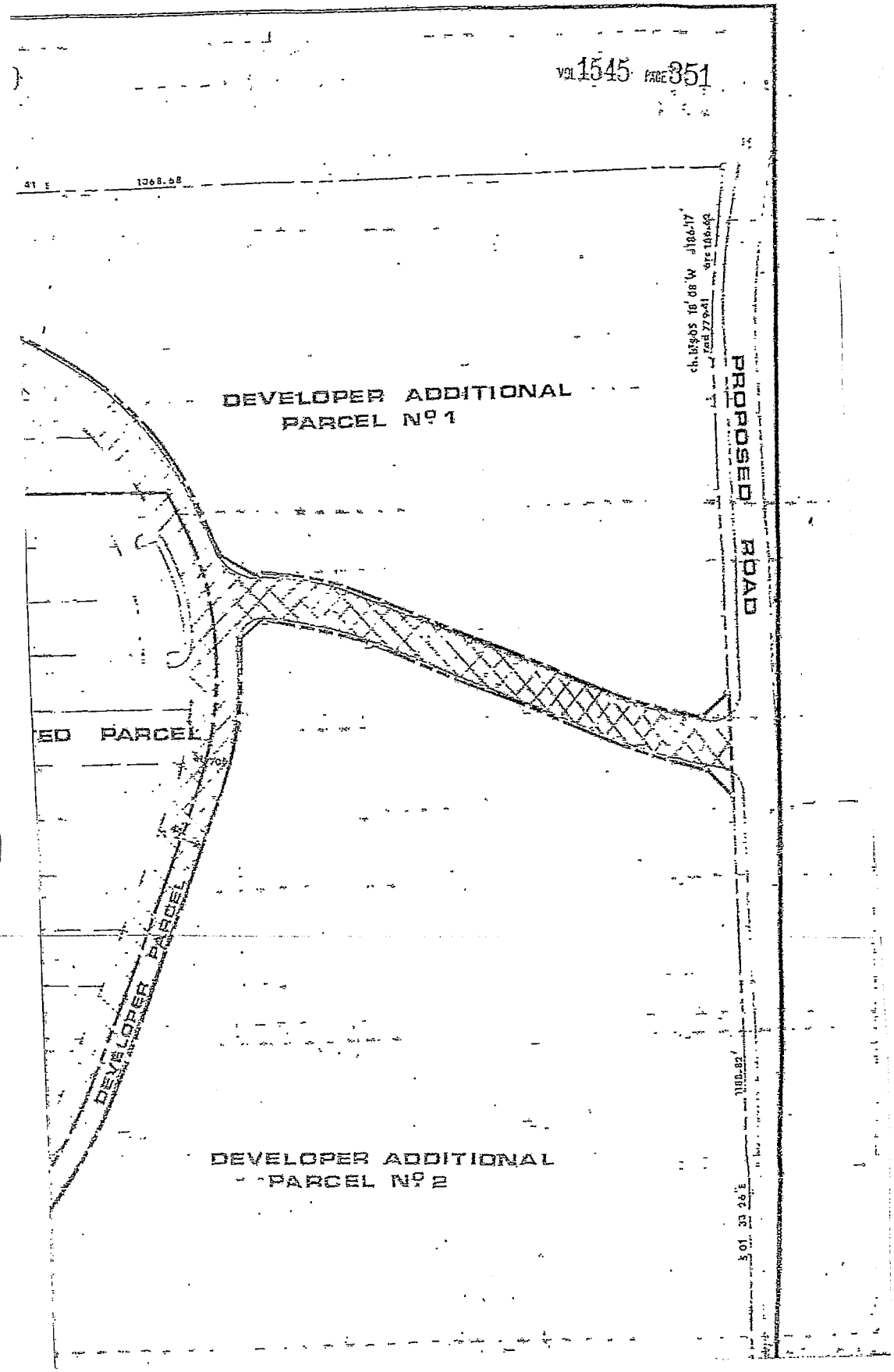
112

GREEN BAY ROAD
FRINGE LAND PARCEL No. 1
PENNEY PARCEL
PERMISSIBLE BUILDING AREA F
PROPOSED SIGNALIZED INTERSECTION
PROPOSED SIGNALIZED INTERSECTION
PYLON SIGN LOCATION
268
30

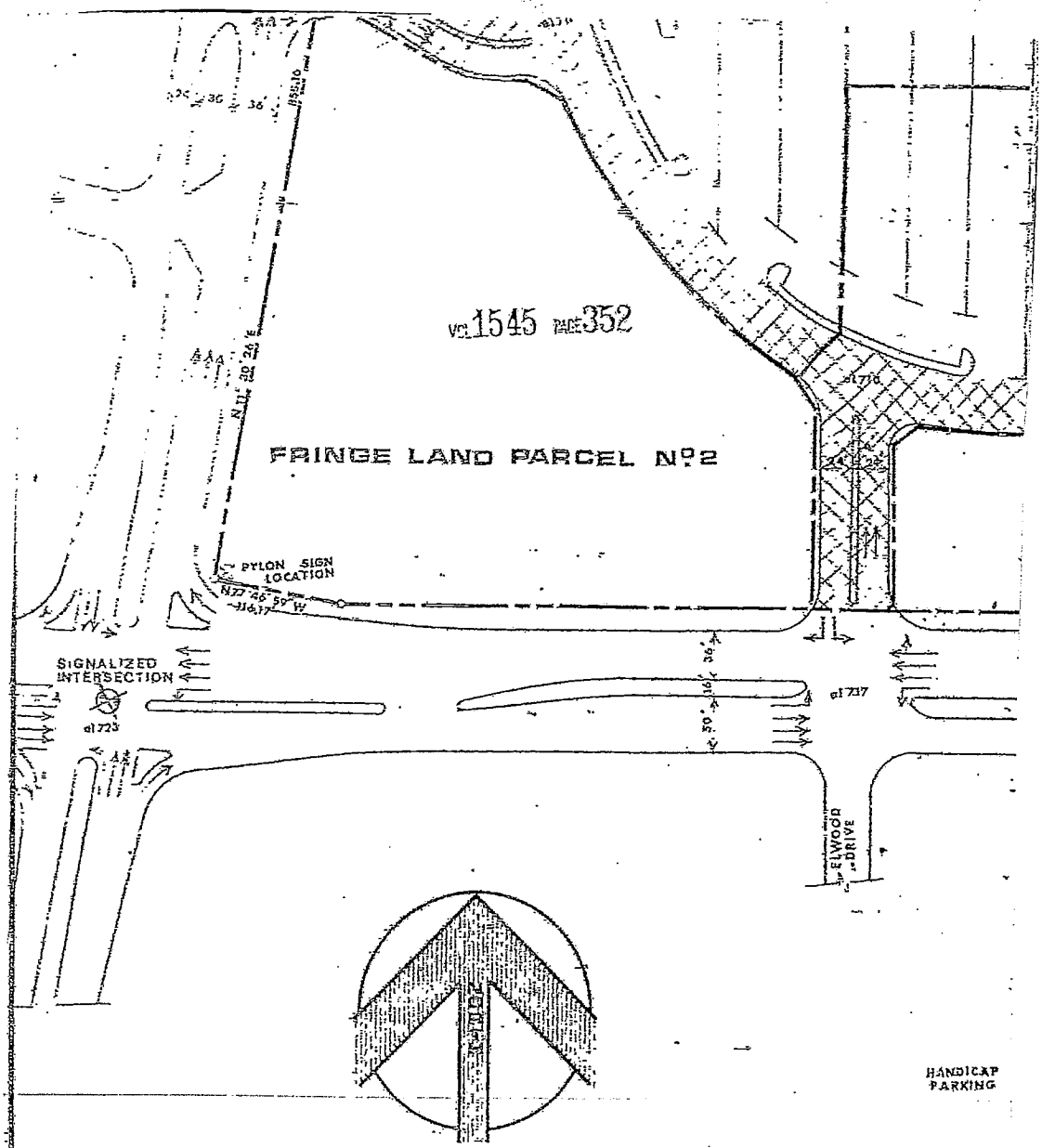

N 89° 51' 41" E
1861.27'
el 715
DEVELOPER
1207
el 714
281'
PERMISSIBLE BUILDING AREA A1
344'
7' Fire Corridor
PERMISSIBLE BUILDING AREA A
PERMISSIBLE BUILDING AREA A
min. clg. ht. 34'-0" clear
ENNEY STORE
ERMISSIBLE BUILDING AREA E
FIN FLOOR EL 715
FIXED BUILDING LINE
300'
250'
min. clg. ht. 18'-0" clear
ENCLOSED
350'
PERMISSIBLE BUILDING AREA D
PERMISSIBLE BUILDING AREA D
7' Fire Corridor
anticipated bldg line
anticipated bldg line
147'
224'
el 714
210'
320'
FIXED BUILDING LI
262.00'
103'
BERGNER STO
PERMISSIBL BUILDING AREA G
FIN FLOOR EL 715
anticipated bldg line
246'
el 714
EVELOPER PARCEL
BERGNER PA
1842
el 709
FRINGE LAND PARCEL Nº 3


PERMISSIBLE BUILDING AREA B1
anticipated bldg line
PERMISSIBLE BUILDING AREA B
MALL & MALL SHOPS FIN FLOOR EL 715
min. clg. ht. 14'0 clear
PERMISSIBLE BUILDING AREA B
PERMISSIBLE BUILDING AREA C
min. clg. ht. 18'0 clear
PERMISSIBLE BUILDING AREA C
FIRE CORRIDOR
FIXED BUILDING LINE
FEDERATED STORE
PERMISSIBLE BUILDING AREA H
FIN FLOOR EL 715
el 714
el 704
PARCEL
PARCEL
FRINGE LAND PARCEL No 4


N 89° 51' 41" E
1963.68
DEVELOPER ADDITION
PARCEL Nº 1
FEDERATED PARCEL
DEVELOPER PARCEL
DEVELOPER ADDITIONAL
PARCEL Nº 2


DEVELOPER ADDITIONAL
PARCEL Nº 1
PROPOSED ROAD
DEVELOPER PARCEL
DEVELOPER ADDITIONAL
PARCEL Nº 2

VOL 1545 PAGE 352



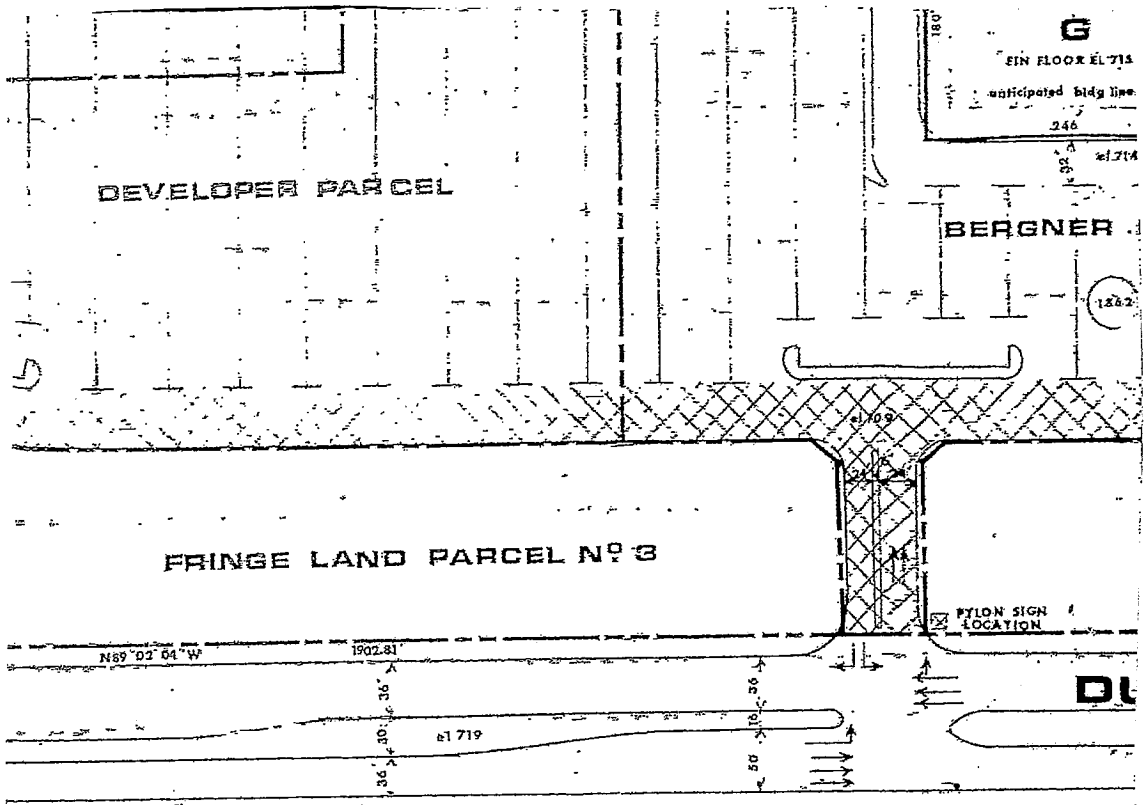
SCALE : 1" = 100'

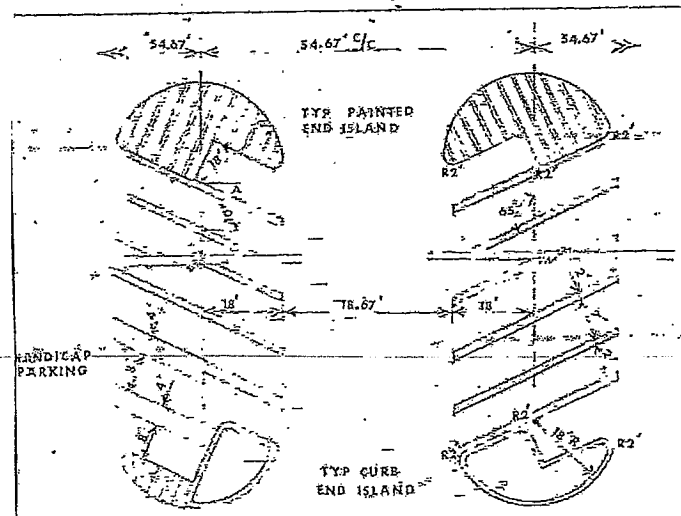
EXHIBIT A1

JACOBS, VISCONSI & J

DEVELOPERS

25425 CENTER RIDGE ROAD
CLEVELAND, OHIO 44145
AREA CODE 216-871-4800





TYPICAL PARKING DETAIL

& JACOBS CO.

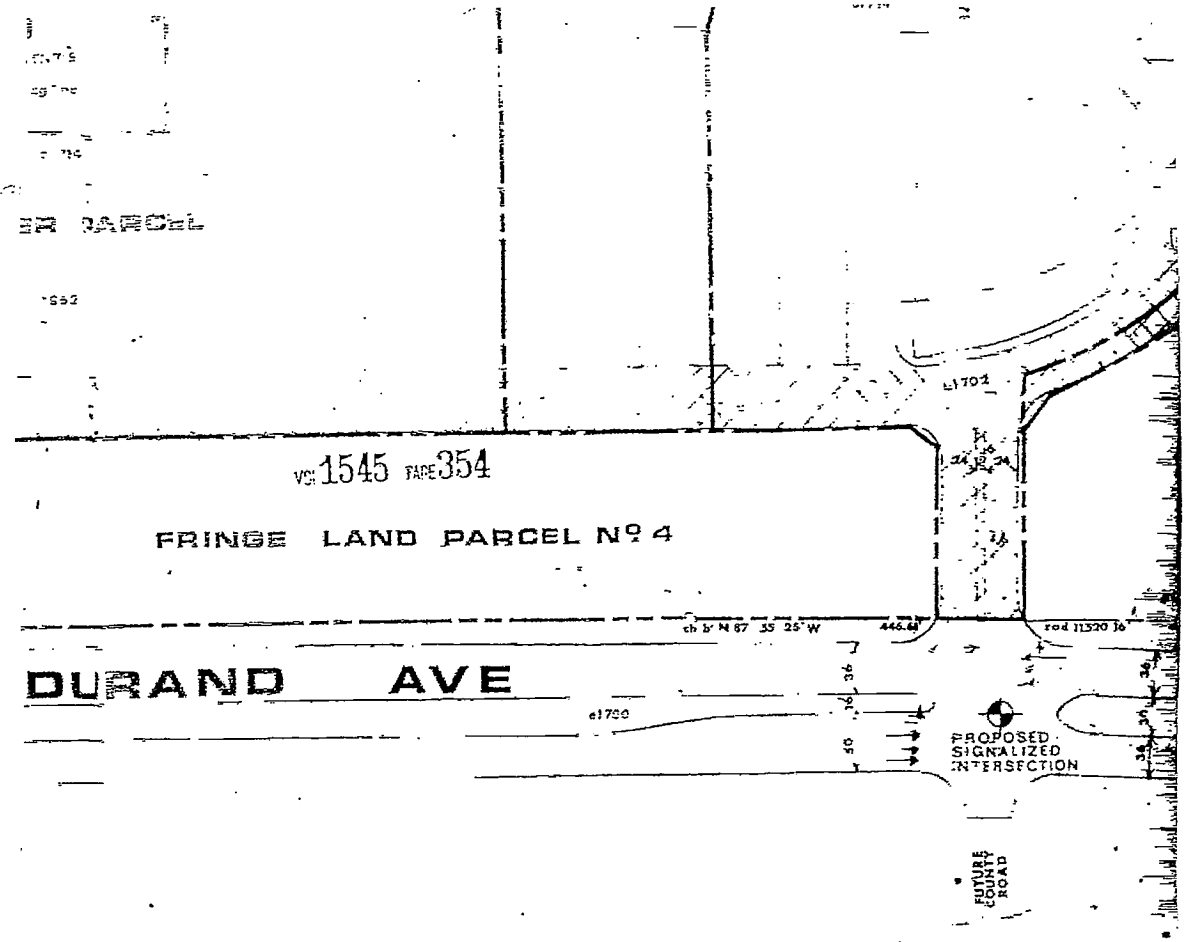
ERS

E ROAD
44145

VOL 1545 PAGE 353

RACINE

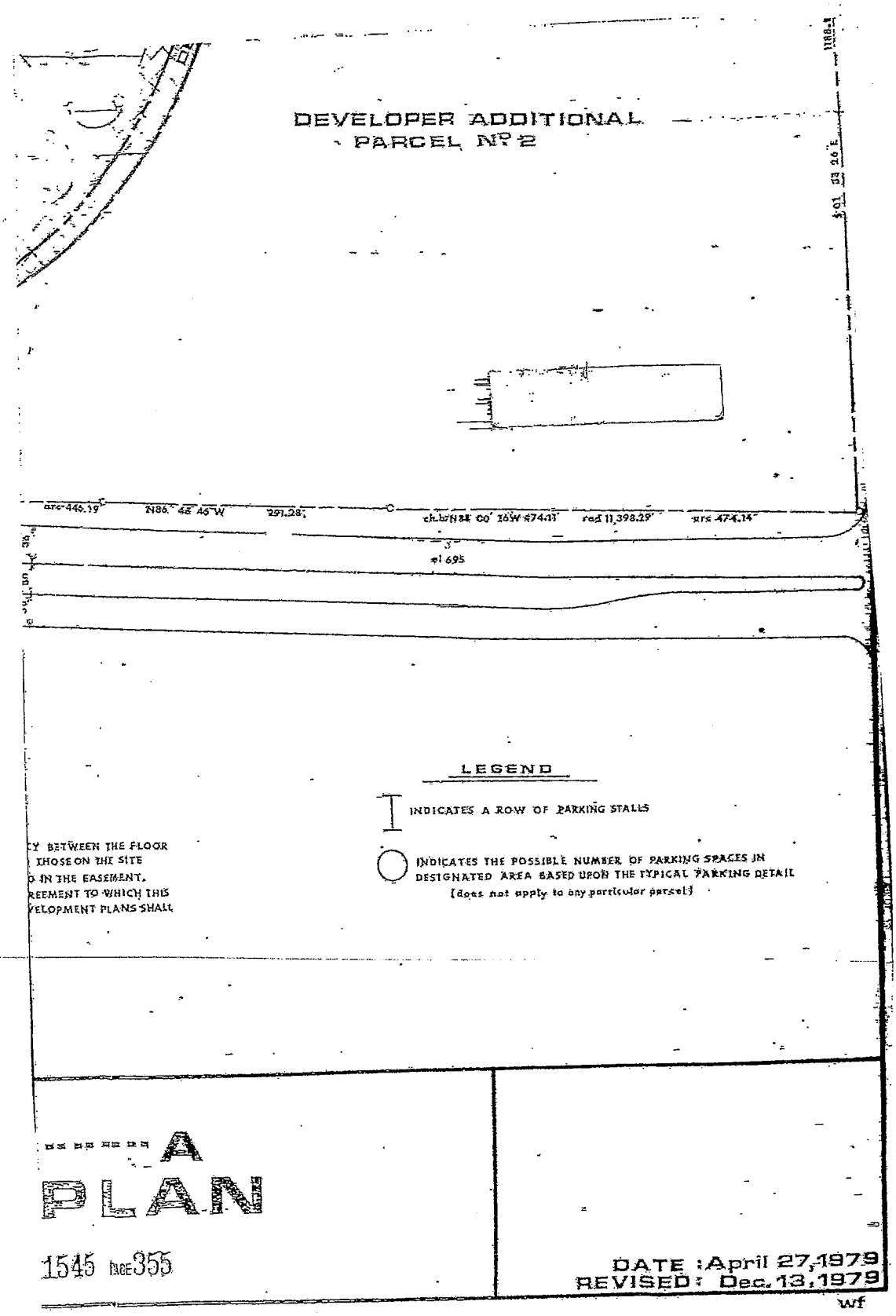
RACINE,

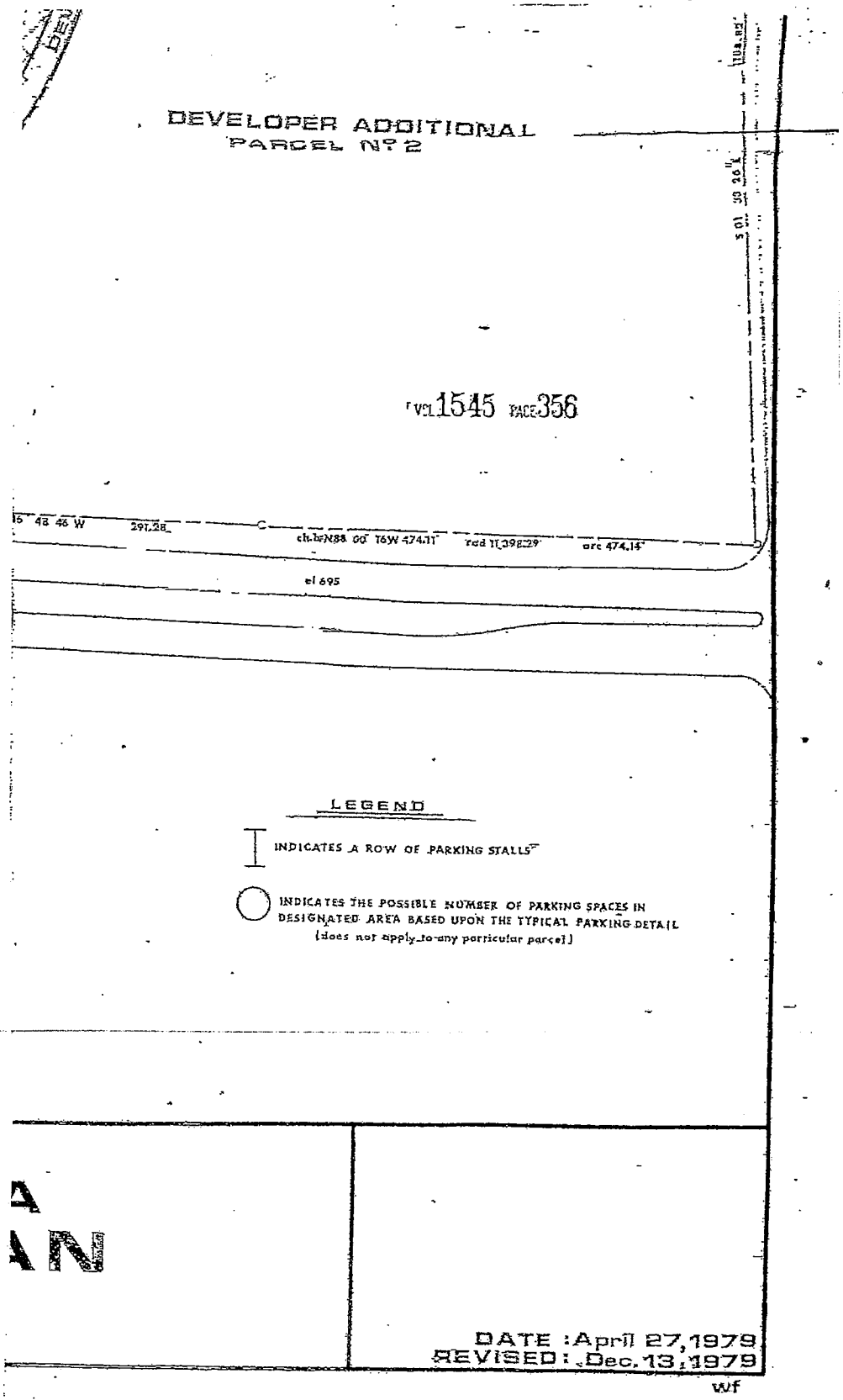


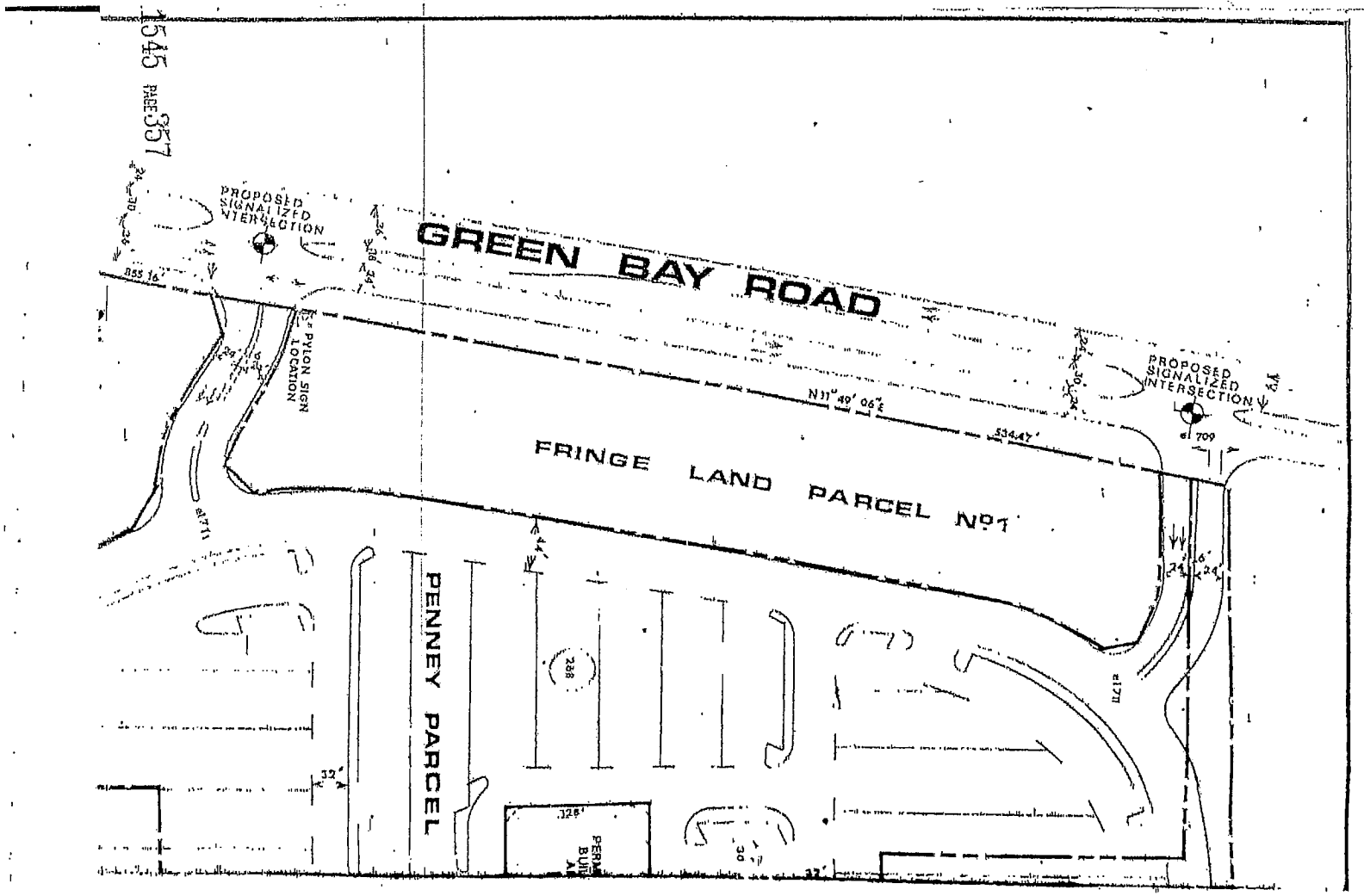
MALL
WISC.

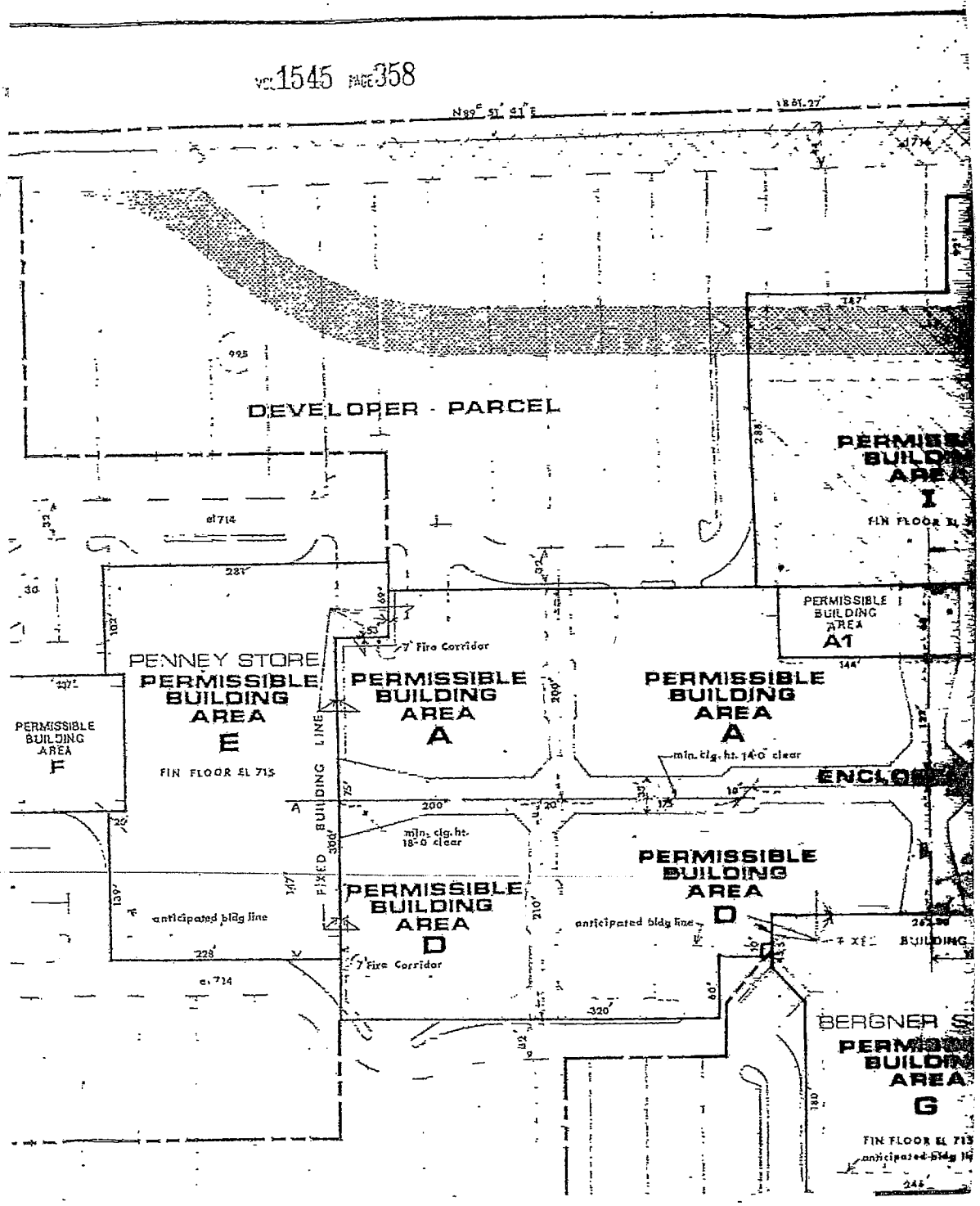
PHASE
SITE

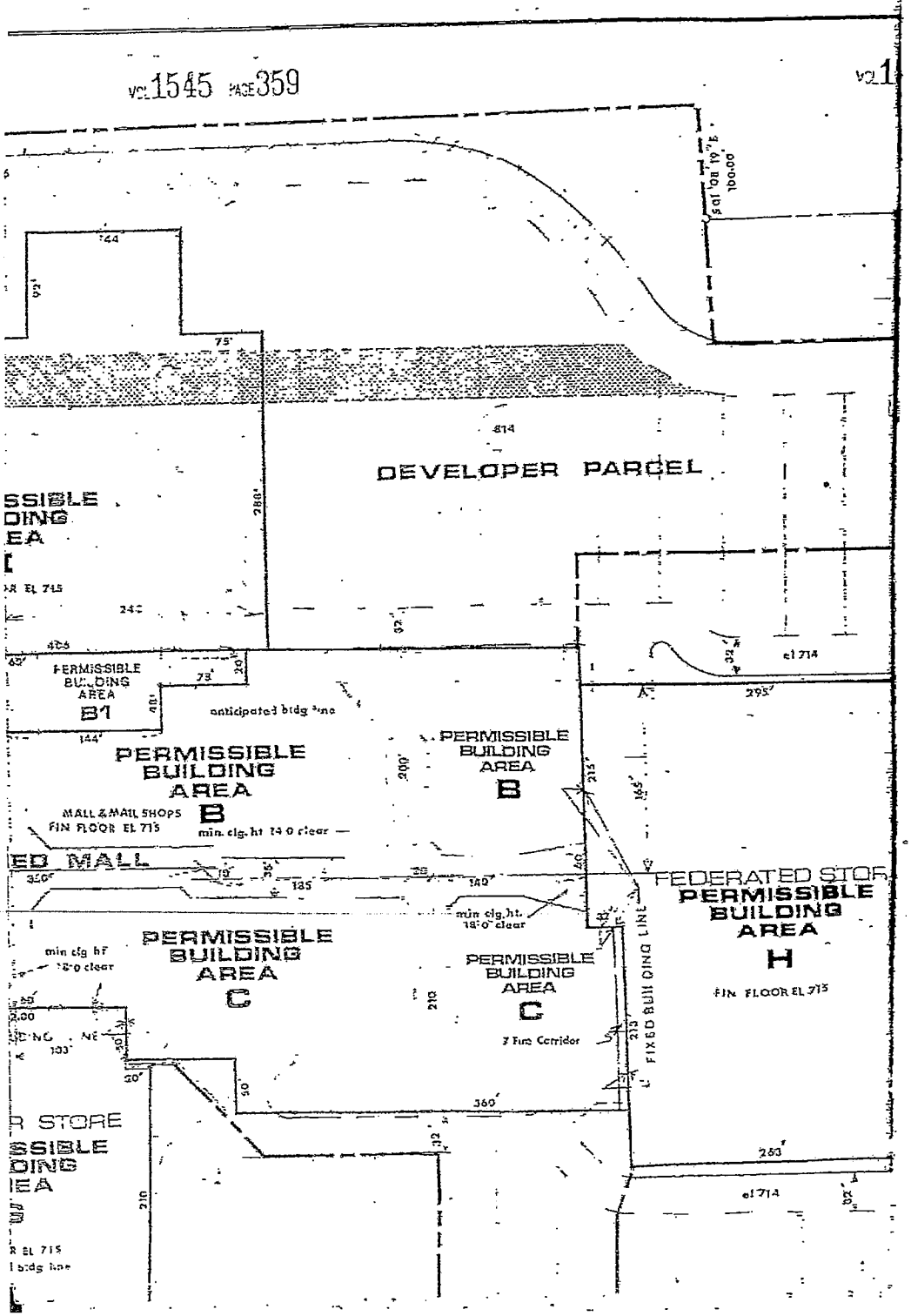
VOL 15


DEVELOPER ADDITIONAL
PARCEL Nº 2
arc 446.19'
N86° 48' 46"W
291.28'
ch.brN84° 00' 16"W 474.11'
rad 11,398.29'
arc 474.14'
el 695
LEGEND
INDICATES A ROW OF PARKING STALLS
INDICATES THE POSSIBLE NUMBER OF PARKING SPACES IN DESIGNATED AREA BASED UPON THE TYPICAL PARKING DETAIL
(does not apply to any particular parcel)
CY BETWEEN THE FLOOR
THOSE ON THE SITE
O IN THE EASEMENT.
REEMENT TO WHICH THIS
VELOPMENT PLANS SHALL
A
PLAN
1545 PAGE 355
DATE : April 27, 1979
REVISED: Dec. 13, 1979
wf

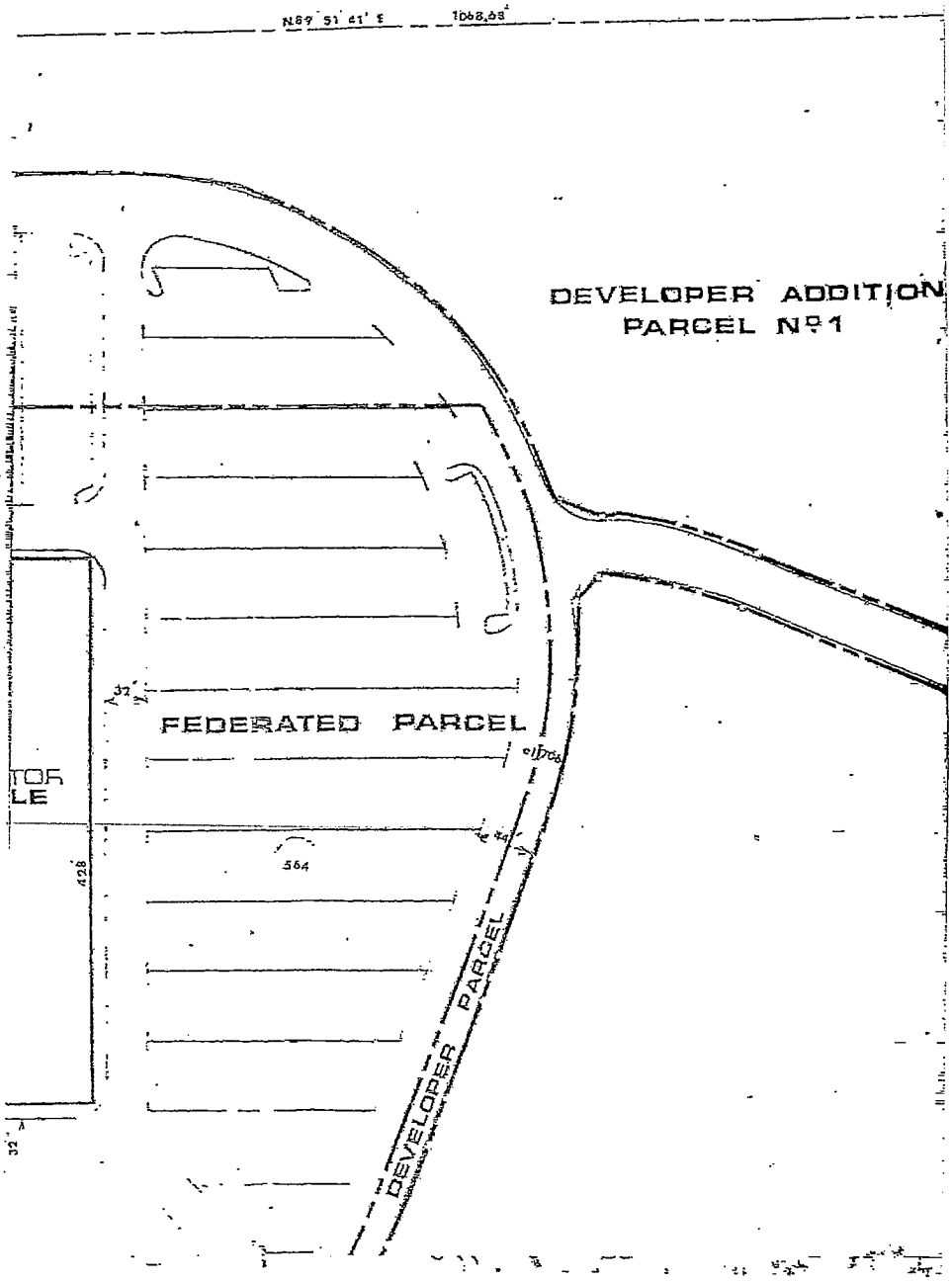

DEVELOPER ADDITIONAL
PARCEL Nº 2
VOL 1545 PAGE 356
S 01° 03' 26" E
1104.82'
16° 48' 46" W
291.28'
ch. brN88° 00' 16"W 474.11'
rad 11,398.29'
arc 474.14'
el 695
LEGEND
INDICATES A ROW OF PARKING STALLS
INDICATES THE POSSIBLE NUMBER OF PARKING SPACES IN DESIGNATED AREA BASED UPON THE TYPICAL PARKING DETAIL
(does not apply to any particular parcel)
DATE : April 27, 1979
REVISED : Dec. 13, 1979
wf


545
PAGE 357
PROPOSED SIGNALIZED INTERSECTION
GREEN BAY ROAD
PYLON SIGN LOCATION
N 11° 49' 06" E
534.47'
PROPOSED SIGNALIZED INTERSECTION
FRINGE LAND PARCEL No 1
PENNEY PARCEL
PERMITTED BUILDING AREA


N89° 51' 51" E
1851.27'
DEVELOPER - PARCEL
PERMISSIBLE BUILDING AREA I
FIN FLOOR EL
PERMISSIBLE BUILDING AREA A1
PENNEY STORE
PERMISSIBLE BUILDING AREA E
FIN FLOOR EL 715
PERMISSIBLE BUILDING AREA F
PERMISSIBLE BUILDING AREA A
PERMISSIBLE BUILDING AREA A
min. clg. ht. 14'0 clear
7' Fire Corridor
FIXED BUILDING LINE
min. clg. ht. 18'0 clear
PERMISSIBLE BUILDING AREA D
PERMISSIBLE BUILDING AREA D
anticipated bldg line
anticipated bldg line
7' Fire Corridor
BERGNER'S
PERMISSIBLE BUILDING AREA G
FIN FLOOR EL 715
el 714
el 714


DEVELOPER PARCEL
PERMISSIBLE BUILDING AREA B1
anticipated bldg line
PERMISSIBLE BUILDING AREA B
PERMISSIBLE BUILDING AREA B
MALL & MALL SHOPS FIN FLOOR EL 715
min clg. ht 14 0 clear
PERMISSIBLE BUILDING AREA C
PERMISSIBLE BUILDING AREA C
7 Fire Corridor
FIXED BUILDING LINE
FEDERATED STOR
PERMISSIBLE BUILDING AREA H
FIN FLOOR EL 715
el 714
el 714
min clg. ht. 18'-0" clear
min clg ht 18'-0 clear
R STORE
PERMISSIBLE BUILDING AREA
R EL 715
bldg line

VOL 1545 PAGE 360



1068.68
DEVELOPER ADDITIONAL
PARCEL Nº1
PROPOSED ROAD
PARCEL
DEVELOPER PARCEL
1188.62

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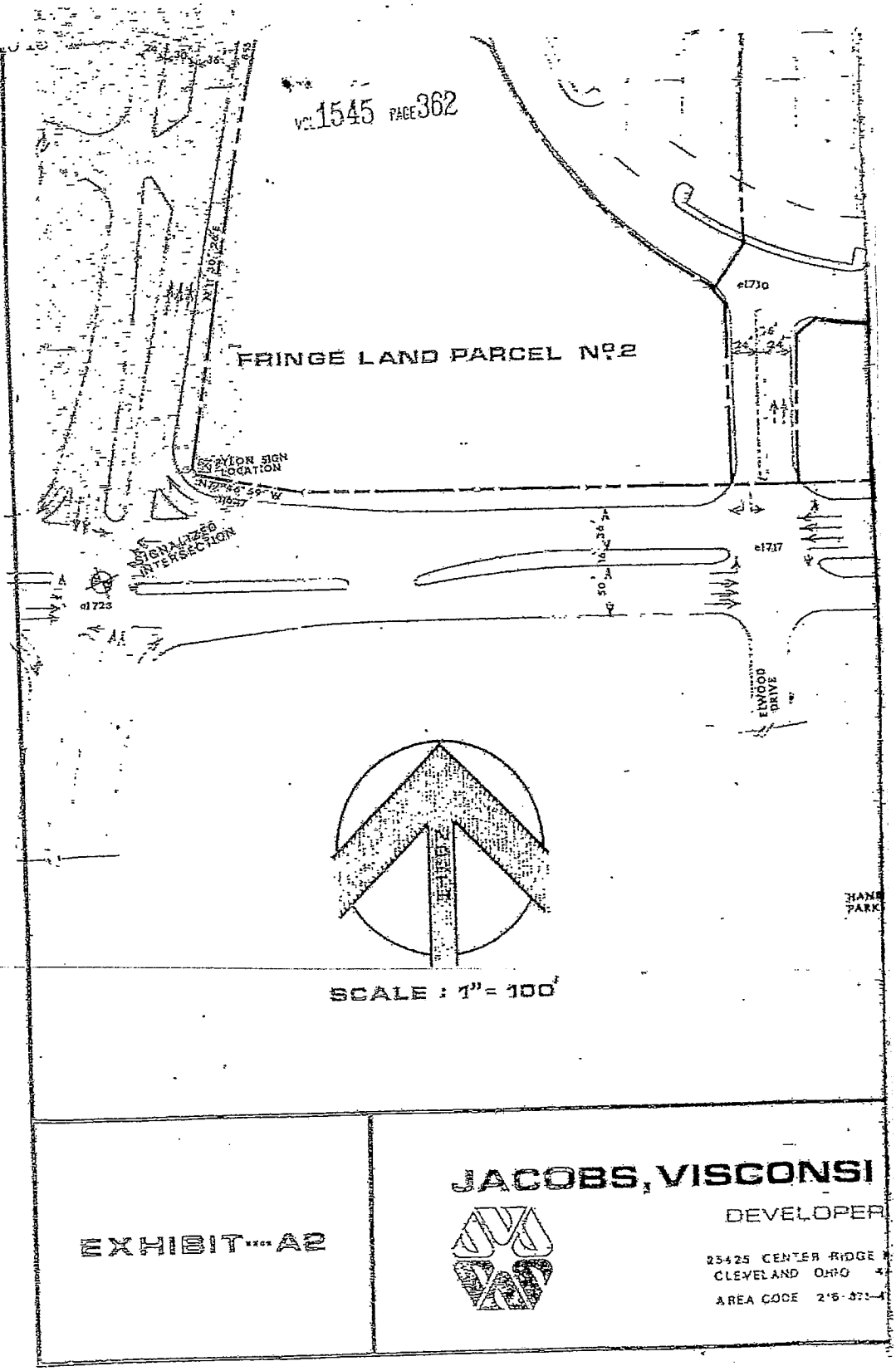
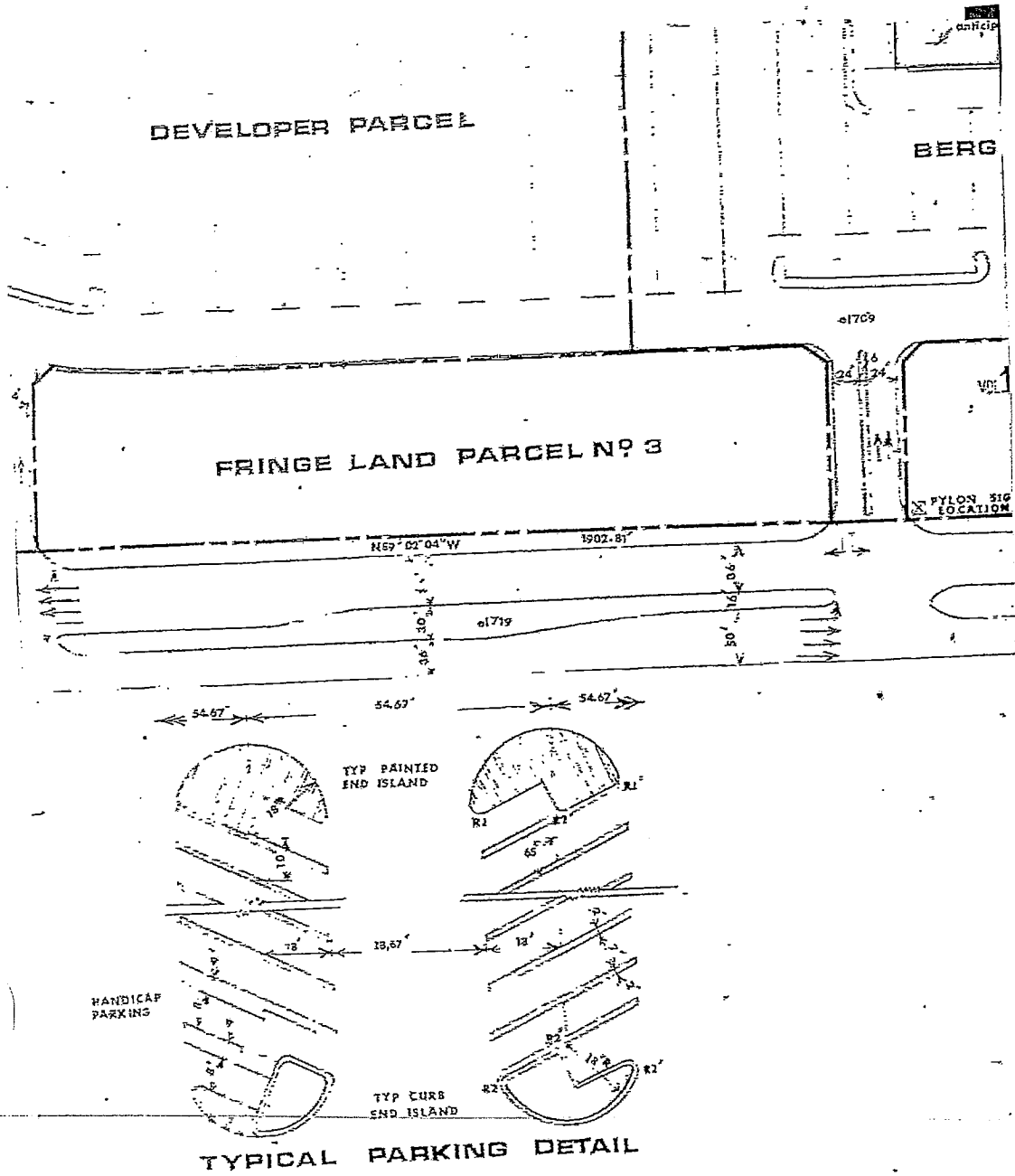


EXHIBIT "A2"

JACOBS, VISCONSI

DEVELOPER

25425 CENTER RIDGE
CLEVELAND OHIO
AREA CODE 216-871-



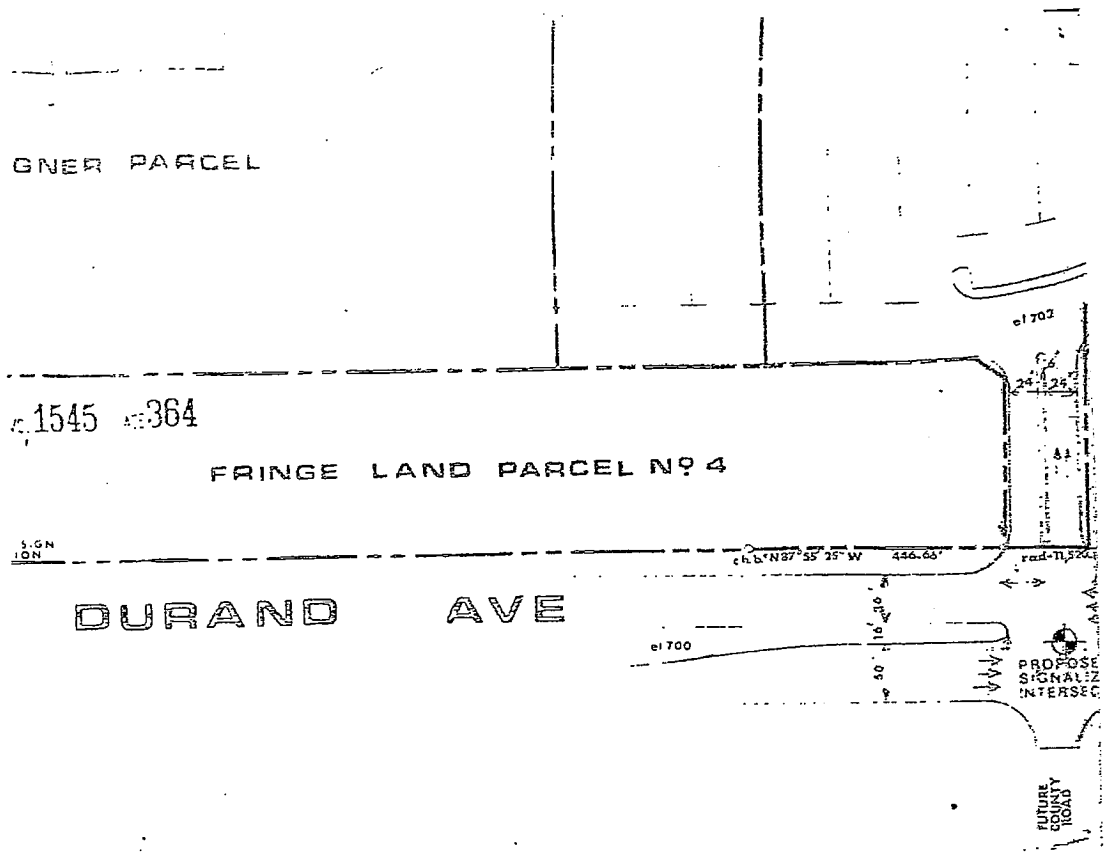
VOL 1545 PAGE 363

INSI & JACOBS CO.

ELOPERS

RACINE

RACINE,

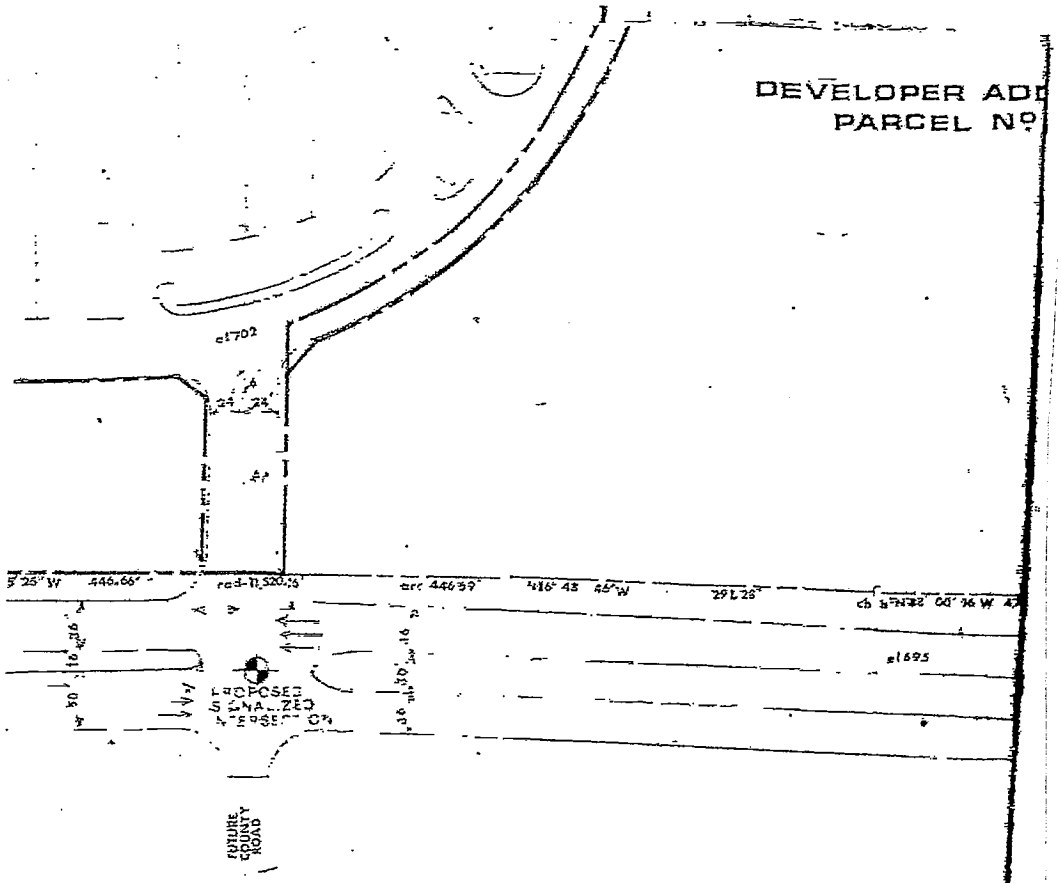


NOTE :

IN THE CASE OF ANY
ELEVATIONS SHOWN
DEVELOPMENT PLA
RESTRICTION AND C
EXHIBIT IS ATTACHE
CONTROL.

E MALL
WISC.

PHA
SIT



NOTE :

IN THE CASE OF ANY INCONSISTENCY BETWEEN THE FLOOR ELEVATIONS SHOWN HEREON AND THOSE ON THE SITE DEVELOPMENT PLANS REFERRED TO IN THE EASEMENT, RESTRICTION AND OPERATING AGREEMENT TO WHICH THIS EXHIBIT IS ATTACHED, THE SITE DEVELOPMENT PLANS SHALL CONTROL

PHASE B
SITE PLAN

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DEVELOPER ADDITIONAL PARCEL Nº 2

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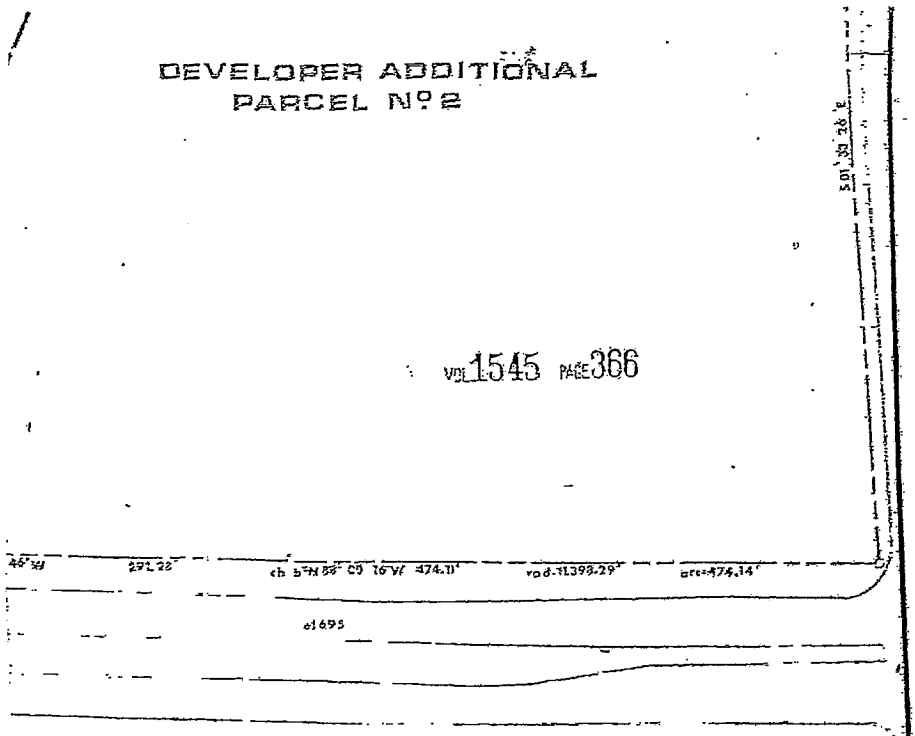

LEGEND

INDICATES A ROW OF PARKING STALLS

INDICATES THE POSSIBLE NUMBER OF PARKING SPACES IN DESIGNATED AREA BASED UP N THE TYPICAL PARKING DETAIL
(does not apply to any particular parcel)

DATE :April 27, 1979
REVISED: Dec. 13, 1979

wf

EXHIBIT B-1

DEVELOPER PARCEL

Being known as that part of the Southeast 1/4 and the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E, along the south line of the southeast 1/4 of said Section 24, 992.09 feet to a point; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, 1,507.63 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N00°57'56"E, 180.85 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 30.31 feet bearing N29°22'28"W; thence, N76°05'21"E, 67.30 feet; thence, N00°57'56"E, 213.13 feet; thence, S89°02'04"E, 349.39 feet; thence, N00°57'56"E, 474.58 feet; thence, S89°02'04"E, 53.00 feet; thence, N00°57'56"E, 164.31 feet; thence, N89°02'04"W, 369.18 feet; thence, N00°57'56"E, 277.61 feet; thence, N89°02'04"W, 341.56 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°49'06"E, 35.00 feet; thence, N89°51'41"E, 1,861.27 feet; thence, S01°08'19"E, 201.80 feet; thence, S89°02'04"E, 212.55 feet; thence along the arc of a 360.00 foot radius curve, concave to the south, having a chord length of 435.74 feet bearing S51°47'28"E, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the north, having a chord length of 36.45 feet bearing S51°57'12"E, to a point of reverse curve; thence along the arc of a 340.00 foot radius curve, concave to the south, having a chord length of 134.42 feet bearing S77°57'29"E; thence, S66°33'26"E, 282.82 feet to a point of curve; thence along the arc of a 200.00 foot radius curve, concave to the north, having a chord length of 51.64 feet bearing S73°58'32"E; thence along the arc of a 30.00 foot radius curve, concave to the north, having a chord length of 46.02 feet bearing N48°31'10"E; thence, S01°33'26"E; 101.00 feet; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 40.00 feet bearing N43°22'19"W to a point of reverse curve; thence along the arc of a 240.00 foot radius curve, concave to the north, having a chord length of 77.66 feet, bearing N75°52'01"W; thence, N66°33'26"W, 282.82 feet to a point of curve; thence along the arc of a 300.00 foot radius curve, concave to the south, having a chord length of 103.73 feet bearing N76°30'43"W, thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 43.58 feet, bearing S46°57'04"W, to a point of reverse curve; thence along the arc of a 360.00 foot radius curve, concave to the west, having a chord length of 128.71 feet bearing S10°40'06"W; thence, S20°57'56"W, 315.61 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 378.38 feet bearing S46°07'30"W, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 34.55 feet bearing S36°07'34"W; thence, N00°57'56"E, 44.71 feet; thence along the arc of a 423.00 foot radius curve, concave to the north, having a chord

length of 371.56 feet bearing N47°01'06"E; thence, N20°57'56"E, 315.61 feet to a point of curve; thence along the arc of a 338.00 foot radius curve, concave to the west, having a chord length of 294.80 feet bearing N04°53'22"W; thence, N89°02'04"W, 607.27 feet; thence, S00°57'56"W, 331.16 feet; thence, S89°02'04"E, 32.00 feet; thence, S00°57'56"W, 213.00 feet; thence, S21°53'51"W, 42.83 feet; thence, S00°57'56"W, 306.00 feet; thence, N89°02'04"W, 164.01 feet; thence, N00°57'56"E, 367.00 feet; thence, N89°02'04"W, 159.69 feet; thence, N44°02'04"W, 113.14 feet; thence, N89°02'04"W, 40.00 feet; thence, N00°57'56"E, 50.00 feet; thence, N89°02'04"W, 262.00 feet; thence, S00°57'56"W, 35.50 feet; thence, S45°57'56"W, 50.91 feet; thence, S00°57'56"W, 58.50 feet; thence, N89°02'04"W, 160.36 feet; thence, S00°57'56"W, 367.00 feet; thence, N89°02'04"W, 421.16 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 101.47 feet bearing N82°29'17"W, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 46.99 feet bearing S52°30'44"W; thence, S00°57'56"W, 132.35 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N89°02'04"W, 65.00 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 34.015 acres, to be the same more or less.

EXHIBIT B-1

(ii)

EXHIBIT B-2

FRINGELAND PARCEL #1

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E, along the South line of the Southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26" W 61.18 feet to a point on the Northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, along the Northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet, to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°30'26"E along the easterly right-of-way line of State Trunk Highway 31, 540.51 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, continuing N11°30'26"E, along the easterly right-of-way line of State Trunk Highway 31, 314.65 feet; thence, N11°49'06"E, continuing along the easterly right-of-way line of State Trunk Highway 31, 466.97 feet; thence along the arc of a 165.00 foot radius curve, concave to the North, having a chord length of 34.37 feet, bearing S84°09'52"E; thence, N89°51'41"E, 65.00 feet to a point of curve; thence along the arc of 117.50 foot radius curve, concave to the South, having a chord length of 54.80 feet bearing S76°39'16"E; thence along the arc of 30.00 foot radius curve, concave to the West, having a chord length of 45.37 feet bearing S14°02'47"E to a point of reverse curve; thence along the arc of a 275.00 foot radius curve, concave to the South, having a chord length of 110.85 feet bearing S23°26'46"W; thence, S11°49'06"W, 332.74 feet; thence, S11°30'26"W, 161.86 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the East, having a chord length of 136.35 feet bearing S02°41'42"W, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the West, having a chord length of 45.30 feet bearing S42°54'33"W; thence along the arc of a 127.50 foot radius curve, concave to the North, having a chord length of 66.15 feet bearing N73°01'49"W to a point of reverse curve; thence along the arc of a 232.50 foot radius curve, concave to the South, having a chord length of 82.74 feet bearing N68°14'34"W, TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 2.845 acres to be the same more or less.

FRINGELAND PARCEL #2

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E along the south line of the Southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway

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11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W along the northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N11°30'26"E along the easterly right-of-way line of State Trunk Highway 31, 475.51 feet; thence along the arc of a 167.50 foot radius curve, concave to the south, having a chord length of 59.61 feet bearing S68°14'34"E to a point of reverse curve; thence along the arc of a 192.50 foot radius curve, concave to the north, having a chord length of 128.47 feet bearing S77°29'11"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 36.73 feet bearing S59°14'03"E to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the east, having a chord length of 291.39 feet bearing S40°36'11"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 30.31 feet bearing S29°22'28"E; thence, S00°57'56"W, 180.85 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N89°02'04"W along the northerly right-of-way line of State Trunk Highway 11, 395.18 feet; thence, N77°46'59"W, 116.17 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 4.079 acres to be the same more or less.

FRINGELAND PARCEL #3

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 24 thence, S89°28'36"E, along the south line of the Southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W along the northerly right-of-way line of State Trunk Highway 11, 1,442.63 feet TO THE POINT OF BEGINNING OF THIS DESCHIPTION; thence, N00°57'56"E, 132.35 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the east, having a chord length of 46.99 feet bearing N52°30'44"E to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 101.47 feet bearing S82°29'17"E; thence, S89°02'04"E, 542.40 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 42.43 feet bearing S44°02'04"E; thence, S00°57'56"W, 120.00 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N89°02'04"W, 710.00 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 2.455 acres to the same more or less.

FRINGELAND PARCEL #4

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E along the south line of the southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W along the northerly right-of-way line of State Trunk Highway 11, 667.63 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N00°57'56"E, 120.00 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the east, having a chord length of 42.43 feet bearing N45°57'56"E; thence, S89°02'04"E, 771.03 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 32.79 feet bearing N88°51'16"E, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 43.96 feet bearing S46°08'44"E; thence, S00°57'56"W, 123.00 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence along the arc of an 11,520.16 foot radius curve, concave to the south, having a chord length of 198.38 feet bearing N88°32'22"W; thence, N89°02'04"W along the northerly right-of-way line of State Trunk Highway 11, 667.63 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 2.979 acres to be the same more or less.

EXHIBIT B-3

DEVELOPER ADDITIONAL PARCEL #1

Being known as that part of the Southeast 1/4 and the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the southeast corner of the southwest 1/4 of said Section 24; thence, S89°28'36"E along the south line of said southeast 1/4, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N01°33'26"W, 849.80 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 46.02 feet bearing S48°31'10"W; thence along the arc of a 200.00 foot radius curve, concave to the north, having a chord length of 51.64 feet bearing N73°58'32"W; thence, N66°33'26"W, 282.82 feet to a point of curve; thence along the arc of a 340.00 foot radius curve, concave to the south, having a chord length of 134.42 feet bearing N77°57'29"W, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the north, having a chord length of 36.45 feet bearing N51°57'12"W to a point of reverse curve; thence along the arc of a 360.00 foot radius curve, concave to the west, having a chord length of 435.74 feet bearing N51°47'28"W; thence, N89°02'04"W, 212.55 feet; thence, N01°08'19"W, 101.80 feet; thence, N89°51'41"E, 1,068.68 feet; thence along the arc of a 779.41 foot radius curve, concave to the east, having a chord length of 186.17 feet bearing S05°18'08"W; thence, S01°33'26"E, 339.02 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 7.282 acres to be the same more or less.

DEVELOPER ADDITIONAL PARCEL #2

Being known as that part of the Southeast 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the southwest corner of the southeast 1/4 of said Section 24; thence, S89°28'36"E along the south line of the southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°16'07"W, 183.30 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N00°57'56"E, 150.77 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the east, having a chord length of 34.55 feet bearing N36°07'34"E to a point of reverse curve, thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 378.38 feet bearing N46°07'30"E; thence, N20°57'56"E, 315.61 feet to a point of curve; thence along the arc of 360.00 foot radius curve, concave to the west, having a chord length of 128.71 feet bearing N10°40'06"E to a point of reverse curve; thence along the arc of 30.00 foot

radius curve, concave to the south, having a chord length of 43.58 feet bearing N46°57'04"E; thence along a 300.00 foot radius curve, concave to the south, having a chord length of 103.73 feet bearing S76°30'43"E; thence, S66°33'26"E, 282.82 feet to a point of curve; thence along the arc of a 240.00 foot radius curve, concave to the north, having a chord length of 77.66 feet bearing S75°52'01"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 40.00 feet bearing S43°22'19"E; thence, S01°33'26"E, 748.80 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence along the arc of an 11,398.29 foot radius curve, concave to the north, having a chord length of 474.11 feet bearing N88°00'16"W; thence, N86°48'46"W on the northerly right-of-way line of State Trunk Highway 11, 291.28 feet to a point of curve; thence along the arc of an 11,520.16 foot radius curve, concave to the south, having a chord length of 183.30 feet bearing N87°16'07"W TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 13.661 acres to be the same more or less.

EXHIBIT B-4

PENNEY PARCEL

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 24; thence, S89°28'36"E along the south line of the southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W along the northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°30'26"E along the easterly right-of-way line of State Trunk Highway 31, 475.51 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N11°30'26"E, 65.00 feet; thence along the arc of a 232.50 foot radius curve, concave to the south, having a chord length of 82.74 feet bearing S68°14'34"E to a point of reverse curve; thence along the arc of a 127.50 foot radius curve, concave to the north, having a chord length of 66.15 feet bearing S73°01'49"E; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 45.30 feet bearing N42°54'33"E to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the east, having a chord length of 136.35 feet bearing N02°41'42"E; thence, N11°30'26"E, 101.86 feet; thence, N11°49'06"E, 332.74 feet to a point of curve; thence along the arc of a 275.00 foot radius curve, concave to the east, having a chord length of 110.85 feet bearing N23°26'46"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 45.37 feet bearing N14°02'47"W; thence along the arc of a 117.50 foot radius curve, concave to the south, having a chord length of 54.80 feet bearing N76°39'16"W; thence, S89°51'41"W, 65.00 feet to a point of reverse curve; thence along the arc of a 165.00 foot radius curve, concave to the north, having a chord length of 34.37 feet bearing N84°09'58"W, to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°49'06"E along the easterly right-of-way line of State Trunk Highway 31, 32.50 feet; thence, S89°02'04"E, 341.56 feet; thence, S00°57'56"W, 277.61 feet; thence, S89°02'04"E, 369.18 feet; thence, S00°57'56"W, 164.31 feet; thence, N89°02'04"W, 53.00 feet; thence, S00°57'56"W, 474.58 feet; thence, N89°02'04"W, 349.39 feet; thence, S00°57'56"W, 213.13 feet; thence, S76°05'21"W, 67.30 feet; thence along the arc of a 445.00 foot radius curve, concave to the east, having a chord length of 291.39 feet bearing N40°36'11"W to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 36.73 feet bearing N59°14'03"W to a point of reverse curve; thence along the arc of a 192.50 foot radius curve, concave to the north, having a chord length of 128.47 feet bearing N77°29'11"W to a point of reverse curve; thence along the arc of a 167.50 foot radius curve, concave to the south, having a chord length of 59.61 feet bearing N68°14'34"W TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 11.900 acres to be the same more or less.

EXHIBIT B-5

FEDERATED PARCEL

Being known as that part of the Southeast 1/4 and the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E along the south line of the southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, NS6°48'46"W, 291.28 feet; thence, N87°16'07"W, 183.30 feet; thence, N87°53'10"W, 65.00 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N00°57'56"E, 123.00 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 43.96 feet bearing N46°08'44"W to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 32.79 feet bearing S88°51'16"W; thence, N89°02'04"W, 115.21 feet; thence, N00°57'56"E, 306.00 feet; thence, N21°53'51"E, 42.83 feet; thence, N00°57'56"E, 213.00 feet; thence, N89°02'04"W, 32.00 feet; thence, N00°57'56"E, 331.16 feet; thence, S89°02'04"E, 607.27 feet; thence along the arc of a 338.00 foot radius curve, concave to the west, having a chord length of 294.80 feet bearing S04°53'22"E; thence, S20°57'56"W, 315.61 feet to a point of curve; thence along the arc of a 423.00 foot radius curve, concave to the north, having a chord length of 371.56 feet bearing S47°01'06"W, thence, S00°57'56"W, 195.48 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence along the arc of an 11,520.16 foot radius curve, concave to the south, having a chord length of 65.00 feet bearing N87°53'10"W, TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 11.095 acres to be the same more or less.

EXHIBIT B-6

BERGNER PARCEL

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E, along the south line of the southeast 1/4 quarter of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on a northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, along the northerly right-of-way line of State Trunk Highway 11 732.53 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N00°57'56"E, 120.00 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 42.43 feet bearing N44°02'04"W; thence, N89°02'04"W, 121.24 feet; thence, N00°57'56"E, 367.00 feet; thence, S89°02'04"E, 160.36 feet; thence, N00°57'56"E, 58.50 feet; thence, N45°57'56"E, 50.91 feet; thence, N00°57'56"E, 35.50 feet; thence, S89°02'04"E, 262.00 feet; thence, S00°57'56"W, 50.00 feet; thence, S89°02'04"E, 40.00 feet; thence, S44°02'04"E, 113.14 feet; thence, S89°02'04"E 159.69 feet; thence, S00°57'56"W, 367.00 feet; thence, N89°02'04"W, 491.81 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 42.43 feet bearing S45°57'56"W; thence, S00°57'56"W, 120.00 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N89°02'04"W, 65.00 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 7.443 acres to the same more or less.

EXHIBIT C

SIGN CRITERIA

I. AS TO DEVELOPER PARCEL AND ANY BUILDINGS THEREON

A. There shall be no flashing, rotating or moving signs or markers of any type.

B. There shall be no signs painted on the exterior masonry surface of any building.

C. Temporary signs which are constructed of or made up on cloth material, paper or cardboard shall not be permitted to remain up or to be visible for more than two weeks.

D. There shall be no free-standing signs without the prior written consent of any Department Store which is a party hereto prior to the erection thereof except that Developer may erect on the Developer Parcel a pylon shopping center identification sign at any two of the three locations designated on Exhibit A, and (ii) two drive-in bank and/or savings and loan identification signs, provided that the location, size and design of each of said signs referred to in clause (ii) above shall be subject to the prior written consent of any Department Store which is a party hereto prior to the erection thereof, which consent will not be unreasonably withheld or delayed.

E. All Mall Store signs which front on the Enclosed Mall shall be (i) not more than four feet in height, (ii) approximately flush with the wall of the building and (iii) of a length which does not exceed 80% of the linear width of the elevation to which it is attached.

F. There shall be no roof-top signs.

G. Except for small identification signs on delivery doors, there shall be no exterior signs other than signs for stores located on the Developer Parcel at the ends of cross malls or having rear customer entrances from the parking area, which signs shall be (i) not more than five feet in height, (ii) approximately flush with the wall of the building and (iii) of a length which does not exceed 80% of the linear width of the elevation to which it is attached.

H. With respect to any department store building on the Developer Parcel containing not less than 60,000 square feet of Floor Area, in lieu of the requirements set forth in Subsections A through G above, the requirements set forth below in Part II hereof shall apply.

II. AS TO THE DEPARTMENT STORE PARCELS

A. There shall be no flashing, rotating or moving signs or markers of any type.

B. There shall be no signs painted on the exterior masonry surface of any building.

C. There shall be no roof-top signs.

D. There shall be no free-standing signs, except that Penney may erect on the Penney Parcel a free-standing sign identifying its Automotive Service Building.

E. All exterior signs must be (i) approximately flush with the building wall, including any penthouse wall, to which they are affixed and (ii) of a size that is architecturally and aesthetically harmonious with the building to which the sign(s) is affixed.

III. AS TO THE FRINGE LAND PARCELS AND DEVELOPER ADDITIONAL PARCELS

A. There shall be no flashing, rotating or moving signs or markers of any type.

B. There shall be no signs painted on the exterior masonry surface of any building.

C. There shall be no roof-top signs.

D. All signs must be (i) approximately flush with the building wall, including any penthouse wall, to which they are affixed and (ii) of a size that is architecturally and aesthetically harmonious with the building to which the sign(s) is affixed.

E. As to the Fringe Land Parcels, there shall be no free-standing signs except (i) pylon shopping center identification signs to the extent the permitted locations under Subsection D of Part I hereof are within Fringe Land Parcels, and (ii) "ground signs" not to exceed six feet in height erected in connection with building improvements on such Fringe Land Parcel(s).

EXHIBIT D

OUTLINE SPECIFICATIONS

A. PLANS

1. Accompanying this specification and hereby made a part thereof are Drawings: SD-1, SD-2, SD-3, SD-4, SD-5, SD-6, SD-6A and SD-7 all bearing a last revision date of November 19, 1979. Although these plans are deemed preliminary, they do, in conjunction with this specification, represent the scope and extent of the work to be provided under the category of site improvements as provided in Paragraphs 8A and 8B.

2. In addition to the above, the Developer has caused or will cause the following plans, specifications and reports to be prepared and submitted to each Department Store for approval, which approval, to the extent not heretofore given, shall not be unreasonably withheld:

   a. An outboundary survey prepared by a qualified registered surveyor including metes and bounds descriptions of the entire site and the Parcels of the Developer and each Department Store.

   b. A soils report has been prepared and submitted to each Department Store describing the existing site and subsurface conditions (at least two borings per each building pad), together with recommendations for earthwork procedures, including removal of unsuitable materials, placement of earth fill and preliminary recommendations for building foundations. If any other testing reports with respect to soil conditions, borings or compaction are prepared for Developer, Developer will cause such testing reports to be supplied to each Department Store. It will be each Department Store's responsibility to make his own final subsurface investigation for the establishment of criteria for the design of his own individual building foundation system.

   c. Final Working Drawings and Detail Specifications will be prepared and submitted to each Department Store as provided in Paragraph 8E for the following categories of site work: grading, storm drainage,

sanitary sewers, gas lines, water lines, electric distribution, telephone service, paving, signing and striping, lighting and landscaping. Upon submittal of Final Working Drawings and Detail Specifications, each Department Store shall respond in writing with approval or comments within thirty (30) days. Any changes requested after thirty (30) days will be made at the expense of the party requesting the changes.

B. GRADING AND EARTHWORK

1. The final grading plans will be developed in a manner consistent with Drawing SD-1. Criteria for slopes of parking areas shall be a maximum of 3% and a minimum of 1.5%. Maximum slopes in roadway areas shall be no greater than 4%.

2. Any earth or topsoil deemed by the soils consultant to be unsuitable for use on the Shopping Center shall be removed except that a sufficient amount of topsoil to meet the requirements of final landscaping operations shall be stockpiled for use by the site landscape contractors.

3. All earth fills and the top 8" of the subgrade in the cut areas shall be compacted to not less than 90% ASTM Specification D-1557. Areas designated by the Engineer as building pad areas shall have a minimum compaction of 95% ASTM Specification D-1557. Unstable areas shall be corrected to the extent required to support the roads and pavement in the parking areas and the slabs on grade in the building areas at the direction of the Soils Engineer.

4. Retaining walls shall be provided as part of the site work if changes in grade within the site cannot be properly handled by landscaped earth slope areas. Walls and pavement for either at-grade or depressed truck docks are part of building responsibilities and shall be provided by each party for its respective site.

C. UTILITIES

Under the category of on-site improvements, the underground storm, sanitary, water, gas, electric and telephone services, in a manner consistent with that shown on Drawing SD-3, will be provided to each owner as follows:

1. Storm Drainage -- The storm drainage system consistent with that shown on Drawing SD-2 shall be a closed conduit system with sufficient capacity to handle the storm run-off from the entire site.

Design criteria, including rate of discharge from the site shall be as established by the local governing authorities. Two storm lateral connections will be provided for each Department Store.

2. Sanitary Sewerage System -- The sanitary sewerage system serving the Shopping Center will be constructed consistent with that shown on Drawing SD-3. All specifications and construction practices shall meet the standards of the City of Racine. One lateral connection will be provided for each Department Store. Usage and connection charges or fees as established by the City of Racine will be paid for by each party receiving service from the City of Racine.

3. Water Service -- A combination domestic and fire water loop will be constructed consistent with that shown on Drawing SD-3. The system has been approved by Factory Mutual as meeting their "Highly Protective Risk" classification. One domestic and one fire lateral of a size designated by each Department Store to provide sufficient capacity for the improvements to be constructed by it will be extended to such party's building. All metering equipment, usage fees and service charges will be the responsibility of each party.

4. Electric Service -- A primary service will be brought underground to each Department Store's building transformer pad at such location as designated by such Department Store consistent with that shown on Drawing SD-3. Each party is to arrange for its own transformer and transformer pad.

5. Telephone -- Ducts or conduits will be provided to each Department Store's building for use by the local telephone company to provide telephone service. Where such ducts are installed underground, a parallel spare duct will be provided.

6. Gas Service -- An underground gas service line will be extended to each Department Store's building at such location as designated by such Department Store consistent with that shown on Drawing SD-3. Each party will be responsible for obtaining its metering equipment.

7. All laterals constructed by Developer as part of site improvements will be brought to a point designated by each Department Store owner five feet such Department Store's exterior building wall line. Each Department Store will connect thereto and extend the service into its building.

D. ROADS AND PARKING AREAS

1. Design criteria for paving of roads and parking areas shall be as follows:

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a. Parking areas - No less than the equivalent of a 6" crushed stone base course plus 2" asphaltic surface course meeting Wisconsin Dept. of Transportation specifications.

b. Service Roads (shaded areas on Drawing SD-5) no less than the equivalent of a 6" crushed stone base course plus 2-1/2" asphaltic binder course plus 1-1/2" asphaltic surface course meeting Wisconsin Dept. of Transportation specifications.

2. Parking Layout -- A parking plan consistent with that shown on Drawing SD-4 will be prepared detailing all traffic control striping and signing.

3. Lighting -- A parking lot and security lighting system consistent with that shown on SD-6 and SD-6A will be provided. It will be designed to generally provide an illumination of one foot candle minimum maintained as measured at grade. Security lighting will be provided as shown on SD-6. Each party will provide the electrical energy to operate the parking lot lights on its respective parcel. At each Department Store's option, control for its parking lot lights can be connected to and operated by the Developer's central control panel and with an over-ride installed within its own building.

4. All curbs on the site are to be concrete except where temporary curbing is provided in which case asphalt curbs may be used. The perimeter curb around the building complex next adjacent to the Perimeter Sidewalks will be included in the site paving work. All surface improvements, including landscaping, between the perimeter curb and the buildings on each party's Parcel are the responsibility of such party.

E. TEMPORARY FACILITIES

1. Developer will provide temporary hard surface access roads and staging areas consistent with those shown on Drawing SD-7. Each party shall maintain its own staging area and access road.

2. Power -- 600 AMP, 120/208 volt, 3 phase, 4 wire temporary electric power service will be brought to each party's staging area. Each party will arrange with the power company for its own meter and payment of temporary power usage.

3. Telephone -- Developer will coordinate with the local telephone company to arrange temporary telephone service to each staging area.

F. CONSULTING ENGINEERS

1. Except as hereinafter noted, the office of Center Ridge Design Services, Inc. has been retained as the Engineer responsible for site improvements.

2. The office of O'Brien & Associates, Inc. has been retained for the preparation of the soils report as described in A2b above and for all necessary testing and inspection of all earthwork and related operations.

3. The office of J. A. Frederick & Associates has been retained for the preparation of the parking lot lighting plans, primary electric distribution and telephone distribution plans.

4. The office of Barton-Aschman Associates, Inc. has been retained for all traffic consultation related services.

G. SCHEDULE OF SITE IMPROVEMENTS
(Completion date based on August 5, 1981 Opening Date)

Building Pads	April 15, 1980
Staging Areas and Temporary Utilities	April 15, 1980
Storm Sewers and Retention Facilities	November 5, 1980
Sanitary Sewers and Water Mains	November 5, 1980
Permanent Power and Telephone Service and Gas Service	February 5, 1981
Access to Receiving Areas	April 5, 1981
Common Areas	July 5, 1981
Open for Business	August 5, 1981

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1X

RIDER NO. 1

GUARANTY

KNOW ALL MEN, THAT: The Chas. V. Weise Co.

For value received, and in consideration of the sum of One ($1.00) Dollar paid by RACINE JOINT VENTURE ("Developer"), FEDERATED DEPARTMENT STORES, INC. ("Federated") and XXXXX XXXXXXXXXXXXX ("Bergner") to the undersigned, receipt whereof is hereby acknowledged, and in consideration for, and as an inducement to Developer, Federated and Bergner to enter into the foregoing Easement, Restriction and Operating Agreement with J. C. PENNEY PROPERTIES, INC. ("Penney Properties"), and to induce Developer to enter into a certain Supplemental Agreement of even date therewith with Penney Properties referred to therein, the undersigned, for itself and its successors in interest and assigns, hereby guarantees to Developer, Federated and Bergner, their successors and assigns, the full and faithful performance and observation by Penney Properties of the covenants, conditions and agreements therein provided, to be performed and observed by Penney Properties, together with the payment of all costs, attorneys' fees and other expenses incurred by the Developer, Federated and/or Bergner in enforcing such performance and observance, without requiring any notice of non-performance or non-observance or proof of notice or demand whereby to charge the undersigned therefor, all of which the undersigned hereby expressly waives and expressly agrees that the validity of this Guaranty and the obligations of the undersigned hereunder shall in nowise be terminated, affected or impaired by reason of assertion by Developer, Federated and/or Bergner against Penney Properties of any of the rights or remedies reserved to the Developer, Federated and/or Bergner pursuant to said Easement, Restriction and Operating Agreement or to the Developer pursuant to the Supplemental Agreement.

The undersigned expressly agrees that Developer, Federated and Bergner may, without notice to the undersigned, modify said Easement, Restriction and Operating Agreement by agreement with Penney Properties and grant extensions and concessions to Penney Properties in respect thereof without in any manner affecting the liability of the undersigned hereunder.

As a further inducement to Developer, Federated and Bergner to enter into said Easement, Restriction and Operating Agreement and Developer to enter into said Supplemental Agreement, and in consideration thereof, the undersigned covenants and agrees that in any action or proceeding brought by Developer, Federated or Bergner against the undersigned on account of this Guaranty, the undersigned shall and does hereby waive trial by jury.

The undersigned hereby waives notice of acceptance of this Guaranty.

Dated: DEC 28 1979

J. C. PENNEY COMPANY, INC.

Attest:

Assistant Secretary
CORNELIUS T. DORANS

By
Vice President
F. J. BEDROUICH

APPROVED ATTORNEY

EASEMENT, RESTRICTION AND MAINTENANCE AGREEMENT

RACINE MALL

RACINE, WISCONSIN

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EXHIBITS

Exhibit A	Site Plan
Exhibit B-1	Description of Dayton-Hudson Parcel
Exhibit B-2	Description of Retained Parcel #1
Exhibit B-3	Description of Retained Parcel #2

EASEMENT, RESTRICTION AND MAINTENANCE AGREEMENT

THIS EASEMENT, RESTRICTION AND MAINTENANCE AGREEMENT, made as of the 9th day of July, 1980 by and between RACINE JOINT VENTURE, a general partnership with offices at 25425 Center Ridge Road, Cleveland, Ohio 44145 (hereinafter called "Developer") and DAYTON-HUDSON CORPORATION, a Minnesota corporation with offices at 777 Nicollet Mall, Minneapolis, Minnesota 55402 (hereinafter called "Dayton-Hudson").

W I T N E S S E T H:

WHEREAS, Developer, J. C. Penney Properties, Inc., ("Penney"), Chas. V. Weise Co., a wholly owned subsidiary of P. A. Bergner & Co. ("Bergner") and Federated Department Stores, Inc. ("Federated") have entered into a certain Easement, Restriction and Operating Agreement dated as of the 28th day of December, 1979, and filed for record in the Office of the Register of Deeds, Racine County, Wisconsin on the 28th day of December, 1979 as Document No. 1066872, which created certain rights, privileges and easements and imposed certain covenants on the respective parcels of land owned by Developer, Penney, Bergner and Federated in connection with the development of a unified regional shopping center of the enclosed mall type to be known as Racine Mall;

WHEREAS, Dayton-Hudson has acquired a parcel of land containing approximately 9.888 acres which is part of "Developer Additional Parcel No. 2", as defined in the Easement, Restriction and Operating Agreement;

WHEREAS, Developer has retained the balance of Developer Additional Parcel No. 2 comprised of two separate parcels containing approximately 1.268 and 2.505 acres,

WHEREAS, Dayton-Hudson proposes to develop plans for and cause the construction of a general merchandise store building on the parcel owned by it and Developer proposes to develop, at a future time, buildings and other improvements on the two parcels so retained by it;

WHEREAS, in furtherance of such development, the parties desire to create certain rights, privileges and easements and to impose certain restrictions and covenants upon their respective parcels for the benefit of the respective parcels of the other party as hereinafter set forth which are in addition to those created and imposed by the Easement, Restriction and Operating Agreement and to confirm the inter-relationship between their respective parcels and the Shopping Center.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the foregoing and the mutual covenants and agreements herein contained, Developer and Dayton-Hudson hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

A. Common Area. The term "Common Area" shall mean (i) individual parking spaces for passenger vehicles, (ii) roadways to provide vehicular access to and from individual parking spaces and to and from streets and highways adjacent to and abutting the Dayton-Hudson Parcel and the Retained Parcels, including entrances to and exits from the Dayton-Hudson Parcel and the Retained Parcels, (iii) curbs, sidewalks and walkways located outside Perimeter Sidewalks, including those providing pedestrian access to and ingress and egress

to and from such individual parking places, (iv) landscaped and planted areas, located outside the Perimeter Sidewalks and (v) lighting standards and fixtures, traffic and directional signs, traffic striping and marking.

B. Dayton-Hudson Parcel. The term "Dayton-Hudson Parcel", shall mean the parcel of land containing approximately 9.888 acres designated as the Dayton-Hudson Parcel on the Site Plan and further described in Exhibit B-1 attached hereto and made a part hereof.

C. Floor Area. The term "Floor Area" shall mean the number of square feet of Floor Area on all levels, including, without limiting the generality of the foregoing, outside selling areas enclosed within semi-permanent structures, basements, mezzanines and floor area occupied for storage, measured to the exterior surface of the exterior walls and to the center of any common walls, but excluding (i) penthouses and other floor area occupied solely by mechanical or electrical equipment, (ii) upper levels of multi-deck stock areas, and (iii) portions of truck or loading docks which are not heated or air conditioned. Within thirty (30) days after the respective dates that the improvements on the Dayton-Hudson Parcel and the improvements on any of the Parcels comprising the Shopping Center shall formally open for business, Dayton-Hudson, in the case of the Dayton-Hudson Parcel, and Developer, in the case of the Shopping Center, shall deliver to the other a certificate certifying the number of square feet of Floor Area within each building on such parcel. If the Floor Area shall change, Dayton-Hudson or Developer, as the case may be, shall, upon request from the other, deliver to the other a certification as to the Floor Area then on any such Parcel.

D. Declaration of Restrictions. The term "Declaration of Restrictions" shall mean the Declaration of Restrictions dated as of the 28th day of December, 1979, executed by Developer and filed for record in the Office of the Register of Deeds of Racine County, Wisconsin on the 28th day of December, 1979, as Document No. 1066873.

E. Operating Agreement. The term "Operating Agreement" shall mean the Easement, Restriction and Operating Agreement executed by and among Developer, Penney, Bergner, and Federated dated as of the 28th day of December, 1979 and filed for record on the 28th day of December, 1979 in the Office of the Register of Deeds, Racine County, Wisconsin, as Document No. 1066872.

F. Perimeter Sidewalks. The term "Perimeter Sidewalks" shall mean the sidewalks and walkways located inside the inner curbline of the interior circulation roadway next adjacent to the walls of building improvements.

G. Permissible Building Areas. The term "Permissible Building Area(s)" shall mean those portions of the Dayton-Hudson Parcel and the Retained Parcels designated as such on the Site Plans.

H. Retained Parcel #1. The term "Retained Parcel #1" shall mean the parcel of land consisting of approximately 1.268 acres designated as Retained Parcel #1 on the Site Plan and further described on Exhibit B-2 attached hereto and made a part hereof.

I. Retained Parcel #2. The term "Retained Parcel #2" shall mean the parcel of land consisting of approximately 2.505 acres designated as Retained Parcel #2 on the Site Plan and further described on Exhibit B-3, attached hereto and made a part hereof.

J. Retained Parcels. The term "Retained Parcels" shall mean Retained Parcel #1 and Retained Parcel #2 taken collectively.

K. Shopping Center. The term "Shopping Center" shall mean the Racine Mall to be constructed contiguous to and to the west of the Dayton-Hudson Parcel and Retained Parcel #1 and comprised of parcels of land owned by Developer, Penney, Bergner and Federated, all as more fully set forth in the Operating Agreement.

L. Site Plan. The term "Site Plan" shall mean the plot plan attached hereto as Exhibit A and made a part hereof and all information disclosed thereon.

M. Target Store. The term "Target Store" shall mean the one level general merchandise store building to be constructed within Permissible Building Area J on the Dayton-Hudson Parcel as shown on the Site Plan.

2. Construction by Dayton-Hudson.

A. Target Store, Common Areas and Utilities. Dayton-Hudson agrees at its expense to design and construct or cause to be designed and constructed the following:

(i) The Target Store which shall be located wholly within Permissible Building Area J and shall have a total Floor Area of not less than 98,000 square feet. As part of its construction of the Target Store, Dayton-Hudson agrees that it will construct the Perimeter Sidewalks next adjacent to the Target Store and will install all landscaping between the exterior building perimeter of the Target Store and the Perimeter Sidewalks.

(ii) All Common Areas on the Dayton-Hudson Parcel of the type and to the extent shown on the Site Plan and

including, in any event, installation of a fully operable parking lot lighting system, paving, sidewalks, curbing and islands, the striping of parking areas, installing necessary traffic parking control signs, directional and identification signs and landscaping.

(iii) Installation of all utility facilties necessary for the Dayton-Hudson Parcel including, but without limitation, water lines, storm sewers, sanitary sewers, electric, telephone and gas lines, all of which shall be extended from service lines within the rights-of-way of Durand Avenue or the proposed Roosevelt Avenue extension which are adjacent to the Dayton-Hudson Parcel.

B. Plans and Specifications. The parties acknowledge that Dayton-Hudson has submitted to Developer and Developer has approved, with notations, outline plans and specifications for the Target Store consisting of 12 sheets dated December 28, 1978 with the latest revision on April 10, 1979. Dayton-Hudson agrees that it will construct or cause the Target Store to be constructed in accordance with the outline plans and specifications so approved, with notations, by Developer and will, in any event, cause the exterior of the Target Store to be finished with materials approved by Developer, which approval shall not be unreasonably withheld, so as to be harmonious with the buildings in the Shopping Center. Plans and specifications for the Common Areas to be installed by Dayton-Hudson shall be submitted to Developer for its approval, which approval shall not be unreasonably withheld. Dayton-Hudson agrees that in designing the Common Areas on the Dayton-Hudson Parcel, it will conform to the

minimum specifications adopted by Developer for similar improvements within the Shopping Center which specifications are set forth in the outline specifications attached to the Operating Agreement as Exhibit D thereto. Dayton-Hudson will submit to Developer for its approval, which approval shall not be unreasonably withheld, a complete landscaping plan, which shall provide for landscaping which shall be equal to the landscaping specifications adopted by Developer for the Shopping Center. Within twenty (20) days following the submission of each of the foregoing plans and specifications for the Common Areas and landscaping, Developer will give Dayton-Hudson notice in writing of its approval or disapproval thereof, specifying in the latter event the reasons therefore. Developer shall have the right to disapprove the plans and specifications for Dayton-Hudson's Common Areas and landscaping only if the same do not conform to the above referred to outline specifications, Exhibit A hereto, or are not otherwise in compliance with the terms of this Agreement. Failure to give any notice of approval or disapproval within such period shall constitute approval thereof. If Developer shall give any notice of disapproval, the parties shall meet within ten (10) days to resolve such areas as have been so disapproved.

C. Commencement and Completion of Construction.

It is acknowledged that Developer has completed rough grading and compaction of the Dayton-Hudson Parcel and will deliver same to Dayton-Hudson with the grades shown on Drawings RM2, dated June 29, 1979, as last revised October 19, 1979, and SD-1, dated December 7, 1979, copies of which have been delivered to Dayton-Hudson. Provided that Developer and not less than two of Penney, Bergner and Federated shall

have commenced construction of their respective improvements to be installed within the Shopping Center as provided in the Operating Agreement, Dayton-Hudson agrees that it will commence construction of the Target Store and the other improvements to be constructed upon the Dayton-Hudson Parcel and will diligently pursue completion of such construction so as to permit the Target Store and the other improvements on the Dayton-Hudson Parcel to open at the same time as the Grand Opening of the Shopping Center which Developer represents is presently scheduled for August 5, 1981. Developer agrees that it will commence construction of the Common Areas on the Shopping Center (including but not limited to the entire roadway which is the subject of the Access Easement in favor of Dayton-Hudson as provided in Paragraph 3A(1)) and will diligently pursue completion thereof on or prior to the Grand Opening of the Shopping Center. In the event that Developer has reason to believe that completion of such improvements or the Grand Opening of the Shopping Center shall be delayed, Developer shall give notice thereof to Dayton-Hudson and shall specify the revised date for the Grand Opening of the Shopping Center or the completion of such Common Area improvements. Dayton-Hudson agrees to open the Target Store for business on the Grand Opening of the Shopping Center provided, however, that Dayton-Hudson may open the Target Store prior to such date but Developer shall have no liability for a failure to have completed the Common Areas if Dayton-Hudson shall open the Target Store prior to August 5, 1981, or prior to such later date as Developer shall have given written notice to Dayton-Hudson of the Grand Opening of the Shopping Center except that in the event

that the Grand Opening shall be delayed until after August 5, 1981 and Dayton-Hudson shall elect to open prior to the Grand Opening, Developer agrees in any event to complete construction of so much of the roadway which is the subject of Access Easement in favor of Dayton-Hudson as is adjacent to the Dayton-Hudson Parcel and indicated by cross-hatching on Exhibit A on or prior to the date Dayton-Hudson shall so elect to open.

D. Consultation and Co-operation During Construction. Recognizing that Developer, Penney, Bergner and Federated will each be constructing improvements on the Shopping Center at the same time that Dayton-Hudson will be constructing the Target Store and other improvements on the Dayton-Hudson Parcel, Dayton-Hudson and Developer agree that they shall each cause their respective architects, contractors and/or on-site representatives to consult from time to time with the other during the course of such construction so that various phases of such construction can be coordinated and so as to minimize interference by Dayton-Hudson or Developer with the construction taking place on the Shopping Center and the Dayton-Hudson Parcel. Each party agrees that it will advise the other from time to time of its schedule for the construction of various components of the Common Areas and utilities within the Shopping Center and the contractors that will perform such work. Developer agrees that if Dayton-Hudson so requests and schedules are compatible, Developer will use its best efforts to have its contractors submit bids for any component of such work that will include such work on the Dayton-Hudson Parcel as well as the Shopping Center and Dayton-Hudson shall be responsible for payment

directly to such contractor if Dayton-Hudson shall elect to engage the services of such contractor. Dayton-Hudson and Developer each agrees that it will cause its contractors to utilize only the Dayton-Hudson Parcel or the Developer Parcel, as the case may be, for staging areas, the storage of equipment and the like in connection with all of its construction and will further cause its contractors to utilize such means of access to the Dayton-Hudson Parcel or the Developer Parcel during the course of construction as may be mutually agreed upon by the parties hereto.

E. Further Requirements for Construction and Removal of Liens. Developer and Dayton-Hudson each agree that all improvements to be constructed hereunder by such party shall comply with the building and zoning laws of the municipal or other governmental subdivision wherein the Dayton-Hudson Parcel and the Developer Parcel are situated and with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, and be in accordance with reasonable orders, rules and regulations of the National Board of Fire Underwriters or any other body now or hereafter constituted performing similar functions. Developer and Dayton-Hudson each further agrees that in the event any mechanic's lien or other statutory lien shall be filed against the Dayton-Hudson Parcel or any portion of the Shopping Center by reason of work, labor, services or materials supplied to or at the request of it, the party whose actions led to the filing of such lien shall pay and discharge the same of record within thirty (30) days (i) after the filing thereof or (ii) after the receipt of statutory notice of the

filing thereof (if provided for), subject to the provisions of the following sentence. Either party shall have the right to contest the validity, amount and/or applicability of any such liens by appropriate legal proceedings and so long as it shall be prosecuting such contest in good faith, the requirement that it discharge such liens within said thirty (30) day period shall not be applicable. In the event such legal proceedings shall be finally concluded adversely to such party, it shall, within five (5) days thereafter, cause the lien(s) to be released of record.

3. Access Easements.

A. Grant of Access Easements.

(1) Developer warrants and represents to Dayton-Hudson that by virtue of Paragraphs 11A(2) and 11A(3) of the Operating Agreement perpetual (subject to termination as provided in Paragraph 21Q of the Operating Agreement), non-exclusive Access Easements for the benefit of the Dayton-Hudson Parcel over and across strips of land within the Shopping Center, the location and width of which strips is shown on Exhibit A as being lightly shaded, have been granted for the benefit of the Dayton-Hudson Parcel to provide ingress to and egress from the Dayton-Hudson Parcel and Green Bay Road and Durand Avenue, provided that the use of such Access Easement by Dayton-Hudson shall be subject to the relocation of a portion of such Access Easement by Developer in connection with the entry of the Future Major Store (as defined in the Operating Agreement) into the Shopping Center to the position indicated on Exhibit A by cross-hatching and shall be further subject to the rights of the parties to the Operating Agreement to use and alter such Access Easements as more fully set forth

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in Paragraphs 11B and 11C of the Operating Agreement and to the restrictions with respect to the location of curbcuts to such Access Easements from the Dayton-Hudson Parcel contained in the Declaration of Restrictions.

(2) Dayton-Hudson hereby grants to Developer, its successors and assigns, for the benefit of Retained Parcel #1 and Retained Parcel #2, the perpetual (subject to termination upon abandonment as provided in Paragraph 9Q hereof), non-exclusive right, privilege and easement to use for pedestrian and vehicular traffic only, the strips of land not less than thirty (30) feet in width over portions of the Dayton-Hudson Parcel, the location and width of which strips of land are shown on the Site Plan and indicated thereon by cross-hatching, to provide ingress and egress to and from Retained Parcel #1 and Retained Parcel #2 and Durand Avenue and the proposed roadway located adjacent to the easterly boundary of the Dayton-Hudson Parcel, together with the rights and subject to the restrictions and reservations set forth in Paragraphs 3B and 3C.

B. Use of Access Easements. Developer, its successors and assigns, shall have the right to use the Access Easements granted pursuant to Paragraph 3A(2) above and the right to permit its tenants and their respective officers, employees, agents, customers, business visitors, business guests, licensees and invitees to similarly use such Access Easements, such use to be in common with Dayton-Hudson, its successors and assigns and all persons claiming by, through or under it. Developer agrees that access to the Access Easements granted pursuant to Paragraph 3A(2) above shall be limited in the case of Retained Parcel #1 to one (1)

curbcut within the eighty (80) feet identified on Exhibit A as "Permitted Curbcut" and shall be limited in the case of Retained Parcel #2 to two (2) curbcuts, neither of which shall be within the ninety (90) feet adjacent to the Access Easement which is identified on Exhibit A as "Restricted Against Curbcuts". It is acknowledged that the proposed layout of the Common Areas on the Dayton-Hudson Parcel is such that a row of parking is planned between the boundary of Retained Parcel #2 and the Access Easement strip. At such time as Developer shall elect to construct improvements upon the said Retained Parcel #2 and to make use of the Access Easement hereinabove granted, Developer will consult with Dayton-Hudson to arrive at a mutually satisfactory location(s) for the curbcut(s) to serve said Retained Parcel #2. Developer will, at its expense, extend any such driveway from Retained Parcel #2 to the Access Easement and will restore the Dayton-Hudson Parcel to the extent disturbed and Dayton-Hudson agrees that as part of the foregoing Access Easement, Developer shall have the right to extend such driveway over and across so much of the Dayton-Hudson Parcel as may lie between the Access Easement and Retained Parcel #2. Dayton-Hudson agrees, during the term thereof, not to obstruct or to interfere in any way with the free flow of pedestrian and vehicular traffic over the roadways located upon the Dayton-Hudson Parcel within such Access Easements, except to the extent necessary for reasonable repair and maintenance or to prevent a dedication thereof, or the accrual of any rights of the public therein. Developer and its successors and assigns shall have the right during the term thereof to maintain, repair and replace roadways constructed upon those

portions of the Dayton-Hudson Parcel over which such Access Easements are granted and/or any relocation thereof pursuant to Paragraph 3C, provided that Developer shall give Dayton-Hudson not less than thirty (30) days written notice of its intention to maintain, repair or replace such roadways and Dayton-Hudson shall fail to commence such work within thirty (30) days thereafter. The foregoing rights, privileges and easements are intended to be and shall be construed as appurtenant to and for the benefit of Retained Parcel #1 and Retained Parcel #2.

C. Relocation of Access Easements. Dayton-Hudson reserves the right, from time to time, without obtaining the consent or approval of Developer or anyone claiming by, through or under Developer, to change the location of such Access Easements and the roadways over the Dayton-Hudson Parcel located within such Access Easements so long as any such relocation does not unreasonably restrict accessibilty of traffic to and from the Parcels benefitted thereby and Durand Avenue and the proposed roadway adjacent to the east of the Dayton-Hudson Parcel, provided (i) that Dayton-Hudson shall give not less than thirty (30) days notice to Developer of its intention to so relocate such Access Easement or the roadways thereon, (ii) that substitute easements are granted for such new location in recordable form and (iii) that Dayton-Hudson constructs at its expense a new roadway on such new location which is in all respects at least equal to the roadway in the old location. All subsequently granted easements created to effect a relocation of such Access Easement shall not be subject to defeasance by paramont title, and any mortgages shall be subordinated to such relocated easements.

4. Storm Sewer Easement. Developer hereby grants to Dayton-Hudson, for the benefit of the Dayton-Hudson Parcel, the perpetual (subject to termination upon abandonment as provided in Paragraph 9Q hereof or until a dedication thereof to appropriate governmental authorities), non-exclusive right, privilege and easement to install, tie into, use, maintain, repair and replace an underground storm sewer line to connect the drainage system to be installed on the Dayton-Hudson Parcel with the main storm sewer line located or to be located in the proposed roadway adjacent to the east of Retained Parcel #2, such easement to be restricted to that portion of Retained Parcel #2 designated as "storm sewer easement" on the Site Plan. Dayton-Hudson agrees to install such storm sewer line in connection with the initial installation of its drainage system and agrees that in undertaking such construction it will restore the surface and sub-surface condition of the easement area to the condition that existed prior to such construction. Dayton-Hudson agrees that Developer, its successors and assigns, shall be entitled to use the storm sewer easement area for any purpose not inconsistent with such grant and shall have the right to pave over such area and use the same for parking area, roadways, curbs, driveways or sidewalks and to improve the same with landscaping. Developer agrees, however, that it shall not have the right to construct building improvements over the storm sewer easement area without the prior consent of Dayton-Hudson. Dayton-Hudson agrees to perform all maintenance and repairs that may be required for such storm sewer line and agrees to restore the surface and sub-surface condition of the storm sewer easement area to the same

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condition as existed prior to the commencement of any such repairs or maintenance including, but without limitation, the replacement of any surface improvements constructed by Developer.

5. Restrictive Covenants.

A. Operating Agreement and Declaration of Restrictions. Dayton-Hudson recognizes that the Dayton-Hudson Parcel is subject to the terms of the Operating Agreement and that said Operating Agreement, in addition to providing certain benefits to the Dayton-Hudson Parcel, including but without limitation, the Access Easements granted in Paragraphs 11A(2) and 11A(3) and the Underground Trunk Main easements granted in Paragraph 13(B), imposes certain obligations on the Dayton-Hudson Parcel, including, but without limitation, the following:

(i) The limitation on the use of the Access Easements as set forth in Paragraph 11B and the right of the grantors of the access easements to relocate such Access Easements as set forth in Paragraph 11C of the Operating Agreement.

(ii) The obligations of the grantee(s) of the easements for Underground Trunk Mains, in the event of the exercise of the right to utilize such easement, and the restriction upon the use thereof and the non-exclusive right, privilege and easement on the part of the owners of the Shopping Center to use any connecting utility lines that may be extended to tie into trunk storm or trunk sanitary sewer lines maintained by any public or private utility, all as provided in Paragraph 13B of the Operating Agreement.

(iii) The right and obligation to cause a dedica-

tion of the Underground Trunk Mains and the granting of appropriate easements therefor to governmental authorities or appropriate private utility companies, all as provided in Paragraph 13C of the Operating Agreement.

(iv) The obligation of the owner of the Dayton-Hudson Parcel to maintain the laterals, if any, which tie into the Underground Trunk Mains and, if and to the extent so utilized, to contribute to the cost of maintenance of such Underground Trunk Mains within the Shopping Center in the event of the need for repair thereof, all as imposed by Paragraph 13D of the Operating Agreement.

(v) The parking ratio requirement imposed by Paragraph 14A(ii) of the Operating Agreement.

(vi) The sign restrictions contained in Paragraph 14A(vi) and Exhibit C attached to the Operating Agreement.

(vii) The waiver of claims for losses and damages by reason of risks insured or required to be insured under policies of casualty insurance all as provided in Paragraph 17A(ii) of the Operating Agreement.

(viii) The conditions, restrictions and obligations that would be imposed upon the Dayton-Hudson Parcel were the same added to the Shopping Center Site or to the Developer Parcel as provided in Paragraphs 18 and 19 of the Operating Agreement.

In addition, Dayton-Hudson recognizes that the Dayton-Hudson Parcel is subject to restrictions and obligations contained in the Declaration of Restrictions, including, but without limitation, the following:

(a) The setback requirement for any building to be used as a theatre within the Dayton-

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Hudson Parcel as imposed by Paragraph 5 of the Declaration of Restrictions.

(b) The restriction upon the location of buildings within the Dayton-Hudson Parcel as provided in Paragraph 6 of the Declaration of Restrictions.

(c) The height limitation on buildings constructed within the Dayton-Hudson Parcel imposed by Paragraph 7 of the Declaration of Restrictions.

(d) The restriction upon the number and location of curbcuts providing direct access from the Dayton-Hudson Parcel to the Shopping Center and the requirement that the balance of the Dayton-Hudson Parcel be physically separated from the Shopping Center as provided in Paragraph 8 of the Declaration of Restrictions.

(e) The restriction upon the location and size of free-standing pylon signs within the Dayton-Hudson Parcel as imposed by Paragraph 9 of the Declaration of Restrictions.

Dayton-Hudson hereby acknowledges and agrees that the Dayton-Hudson Parcel is subject to each of the foregoing restrictions and obligations imposed by the Operating Agreement and the Declaration of Restrictions and that Dayton-Hudson will adhere to and be bound by such obligations and restrictions for so long as such restrictions and obligations continue as set forth in the Operating Agreement and the Declaration of Restrictions.

B. Amendment of Operating Agreement. Developer hereby agrees with Dayton-Hudson that so long as the Target Store shall be operated as such on the Dayton-Hudson Parcel, Developer will not initiate nor will Developer be a party to any amendment to the Operating Agreement or the Declaration of Restrictions which would terminate or diminish any benefits flowing thereunder to the Dayton-Hudson Parcel nor to any amendment to the Operating Agreement or Declaration of Restrictions which would impose any

greater burden on the Dayton-Hudson Parcel without, in each case, obtaining the prior consent of Dayton-Hudson to such amendment.

C. Additional Restrictive Covenants. Dayton-Hudson and Developer each, on behalf of itself and its successors and assigns, and for the benefit of the other, its successors and assigns and their respective Parcels described herein to wit: Dayton-Hudson as to the Dayton-Hudson Parcel and Developer as to the Retained Parcels agree that:

(i) No building or buildings shall be erected or expanded on the Dayton-Hudson Parcel or the Retained Parcels except within the Permissible Building Areas shown on the Site Plan. The term "building" does not include (a) exterior canopies, marquees or overhangs of like nature affixed to any building improvements in conjunction with an entrance thereto provided the same shall not extend more than twenty-five feet (25') from such building, nor (b) any drive-in bank or savings and loan teller stations (as distinguished from the building itself) on the Retained Parcels nor (c) any drive-thru window facilities erected in connection with a restaurant on Retained Parcel #1 or Retained Parcel #2.

(ii) No occupancy of any building or buildings to be constructed or expanded on the Dayton-Hudson Parcel or the Retained Parcels shall be permitted unless and until there shall be provided, on such Parcel, improved ground level parking spaces for at least five (5) cars for each 1,000 square feet of Floor Area devoted to retail use (including restaurants and other uses not described below), and two and one-half (2-1/2) cars for each 1,000 square feet of Floor Area devoted to non-

retail use such as commercial office buildings, financial institutions, service stores and related uses. Dayton-Hudson and Developer agree that the foregoing parking requirements shall be satisfied without the use of multi-level parking facilities and that no such multi-level parking facilities shall be erected upon their respective Parcels except to the extent that the same may be required to satisfy the above parking ratios following a taking of a portion of a Parcel by condemnation or eminent domain.

(iii) No building shall be constructed on the Dayton-Hudson Parcel which shall exceed one floor or twenty-three feet (23') in height above ground level and that no building shall be constructed on the Retained Parcels which shall exceed one floor or twenty-three feet (23') in height above ground level; provided, however, that any of said buildings may have cooling towers, penthouses and similar rooftop structures (all of which shall be enclosed) above the highest permitted floor.

(iv) There shall be no selling activities conducted on the Dayton-Hudson Parcel or the Retained Parcels outside the buildings constructed within Permissible Building Areas. No fence, structure or other obstruction of any kind (except traffic control devices such as curbs, islands and the like and except as may be necessary for drive-thru teller stations or restaurant drive-thru facilities) shall be placed, kept, permitted or maintained upon areas located outside the Permissible Building Areas without the prior consent of the parties hereto, except such of the foregoing as are reasonably

necessary or proper for the construction, repair or rebuilding authorized hereunder and except that each party shall have the right, upon advice of counsel, to erect barricades or chains for the purpose of denying access to the Common Areas on its Parcel in order to avoid the possibility of dedicating the same for public use or creating prescriptive rights therein.

(v) All signs installed and maintained within the Dayton-Hudson Parcel or Retained Parcel #1 and Retained Parcel #2 shall conform to the sign criteria attached hereto as Exhibit C and made a part hereof.

(vi) No charge shall be collected for parking on the Dayton-Hudson Parcel or the Retained Parcels without the prior written consent of the parties and each party shall use its best efforts to require its agents and employees, its tenants and concessionaires and their agents and employees, to park their respective vehicles in or on such parking areas on their respective Parcel and, in any event, to prohibit their agents and employees, their tenants or concessionaires and their agents and employees, from parking on any portion of the Shopping Center.

(vii) Developer agrees that Retained Parcel #1 and Retained Parcel #2 and all buildings and improvements erected thereon shall be used for retail, financial, commercial, office or other uses typically found in regional shopping centers, but shall not be used for the following:

(a) Laundry/dry cleaning, laundromat.

(b) Automobile sale, leasing, display or repair.

(c) Bowling alley, skating rink, theatre.

(d) Car wash or fuel dispensing facility.

(e) Veterinary hospital.

(f) Mortuary.

(g) Adult book store.

(h) Trailer rental.

(i) Bar or tavern but this shall not preclude a restaurant serving beverages incidental to the sale of food.

(viii) Dayton-Hudson agrees to cause the Target Store to be constructed by it upon the Dayton-Hudson Parcel to be initially opened under the name "Target" and further agrees that if it shall, at any time following opening, elect not to continue to operate such improvements for a general merchandise store, Developer shall have the option to purchase the Dayton-Hudson Parcel and the improvements thereon upon such terms and for such purchase price as is set forth in that certain Supplement to Easement, Restriction and Maintenance Agreement by and between Developer and Dayton-Hudson of even date herewith.

(ix) Dayton-Hudson and Developer each agree that any right which might exist on behalf of either Dayton-Hudson or Developer to cause the Dayton-Hudson Parcel or either or both of the Retained Parcels to be added to the Shopping Center pursuant to Paragraph 18 of the Operating Agreement shall not be exercised by them so long as any building improvements located on either the Dayton-Hudson Parcel or the Retained Parcel shall be open and operating.

6. Maintenance and Lighting of Common Areas. Subject to the provisions of this Paragraph 6, Dayton-Hudson

as to the Dayton-Hudson Parcel and Developer as to the Retained Parcels shall each, at its own expense, keep and maintain all buildings, improvements and Common Areas on its respective Parcel(s) in good order and condition and state of repair, including, without limitation, keeping all Common Areas at all times in a clean, unlittered, orderly and sanitary condition; promptly removing to the extent practicable, snow, ice and surface waters; keeping all marking and directional signs on the Common Areas clear, distinct and legible; repairing, replacing and renewing all Common Area lighting as may be necessary; and planting, caring for and replanting all landscaped portions of the Common Areas. Notwithstanding the foregoing, from and after the date that the Target Store, at least one department store and the Enclosed Mall and Mall Stores within the Shopping Center are first open for business, Developer agrees to assume and perform "maintenance" of the Common Areas on the Dayton-Hudson Parcel for so long thereafter as Dayton-Hudson shall pay to Developer the amount specified for the providing of such service in the Supplement to Easement, Restriction and Maintenance Agreement of even date herewith. Dayton-Hudson shall be relieved of the foregoing obligations to perform "maintenance" to the extent that and for so long as Developer shall have assumed same in accordance with such Supplement to Easement, Restriction and Maintenance Agreement. Developer shall have no obligation to perform "maintenance" for Dayton-Hudson during any period that Dayton-Hudson shall not have agreed to pay Developer therefor and Dayton-Hudson shall not be relieved of the obligations provided for in this Paragraph 6 during such period. The parties agree that the foregoing obligations are intended to

be commensurate with and in satisfaction of the obligation of the owner of the Developer Additional Parcels (as that term is defined in the Operating Agreement and which term includes the Dayton-Hudson Parcel) to perform maintenance in accordance with Paragraph 15A of the Operating Agreement. Dayton-Hudson agrees that during any period when the Target Store is open for business and for reasonable periods after such business hours, Dayton-Hudson will, at its expense, keep all Common Areas on its Parcel lighted (to a minimum maintained standard of one foot candle at finish grade) and open to the public, but in no event shall Dayton-Hudson be obligated to light such Common Areas (except with respect to security lighting) later than 10:30 P.M. Dayton-Hudson further agrees that from and after the date that it shall open the Target Store for business, it will maintain security lighting for the Target Store seven (7) days during each week during the hours of darkness. The obligations specified in this Paragraph shall be subject to any applicable governmental regulations now or hereafter established which limit the use of energy or hours of operation.

7. Insurance and Indemnity.

A. Fire and Extended Coverage Insurance. Dayton-Hudson agrees that at all times commencing with the start of construction on the Dayton-Hudson Parcel and continuing thereafter until the expiration five (5) years following the opening for business of the Target Store, to keep the Target Store and other improvements on the Dayton-Hudson Parcel insured, at its expense, against loss or damage by fire and such other risks as are from time to time included in "extended coverage" endorsements in Racine County, Wisconsin which

shall be in an amount and upon terms sufficient to restore or replace the same with a building of the same general appearance and condition as existed immediately prior to such damage or destruction and containing at least the minimum number of square feet of Floor Area as originally constructed in the Target Store provided, however, that the cost of footings and foundations may be excluded from the amount of insurance to be maintained.

B. Liability Insurance. Dayton-Hudson and Developer each agree that commencing with the start of construction of improvements on its respective Parcel(s) (Dayton-Hudson as to the Dayton-Hudson Parcel and Developer as to the Retained Parcels) and at all times continuously thereafter until the expiration of the term of this Agreement, it will maintain public liability insurance against claims for personal injury or death and property damage occasioned by accident occuring on its respective Parcels, such insurance in each case to afford protection to the limit of not less than One Million Dollars ($1,000,000.00) with respect to personal injury or death to any one person, to the limit of not less than Three Million Dollars ($3,000,000.00) with respect to injury or death to any number of persons arising out of any one occurrence and to the limit of not less than One Million Dollars ($1,000,000.00) with respect to any instance of property damage.

C. Indemnification. Dayton-Hudson and Developer each hereby agrees, on behalf of itself and its respective successors and assigns, that commencing with the start of construction of the improvements to be erected on its respective Parcels (Dayton-Hudson as to the Dayton-Hudson Parcel

and Developer as to the Retained Parcels) and at all times and continuously thereafter until the expiration of the term of this Agreement, it will defend, indemnify and save the other harmless from and against claims, loss, cost, expense or liability on account of personal injury or death and property damage, or any of them, occurring on or about the Dayton-Hudson Parcel, Retained Parcel #1, Retained Parcel #2 or the Shopping Center occassioned by any act or omission on its part or on the part of its agents, contractors and employees, unless caused in whole or in part by the act or omission of the other or its agents, contractors or employees. Dayton-Hudson and Developer each further agrees to maintain contractual liability insurance insuring its obligations set forth in the preceding sentence during the term hereof. The indemnification provisions of this Paragraph 7C shall survive the termination of this Agreement.

D. Types of Policies and Self-Insurance. All insurance provided for in this Paragraph 7 shall be effected under valid and enforceable policies issued by insurers of recognized responsibility; provided, however, either party hereto whose net worth exceeds One Hundred Million Dollars ($100,000,000.00) (or the net worth of the party guaranteeing such party's obligations hereto or the lessee of either party's Parcel(s) obligated under its lease to perform such party's obligation hereunder exceeds One Hundred Million Dollars [$100,000,000.00]) as determined in accordance with sound accounting principles, shall not be required to maintain the insurance required hereby but may elect to be a self-insurer in whole or in part or may elect to carry such insurance to lesser limits provided further, however, the

foregoing shall in no way affect such party's indemnity under Paragraph 7C above. Any insurance required to be maintained hereunder may be taken out under a blanket insurance policy or policies covering other premises, property or insureds in addition to its parcel.

8. Damage and Restoration. In the event any building or other improvements within the Dayton-Hudson Parcel, Retained Parcel #1 or Retained Parcel #2 is damaged or destroyed by any casualty, the owner of the Parcel on which such damage or destruction occurred shall elect, by giving written notice to the other within three (3) months following the occurrence of such damage or destruction of its election (i) to rebuild, replace or restore the building or improvements so damaged, or (ii) to raze said building and promptly restore the ground thereunder by the addition of parking facilities and/or landscaping thereon, or (iii) in the case of Retained Parcel #1 or Retained Parcel #2, to construct a new building for any use permitted by the terms of this Agreement. In the event that either party shall elect to so raze the buildings or improvements so damaged, such party shall maintain its Parcel in a sightly condition during the remainder of the term of this Agreement. In the event that a party shall elect to rebuild, replace or restore pursuant to this Paragraph 8, such repairs or restoration shall be commenced within nine (9) months and completed and ready for occupancy within eighteen (18) months after such damage or destruction. The razing of any buildings which such owner shall elect to raze pursuant to this Paragraph 8 shall be commenced within six (6) months and such razing shall be completed and such ground so improved with parking and

landscaping within twelve (12) months after such damage or destruction occurs.

9. Miscellaneous.

A. Supplemental Instruments. The parties shall each join in the execution of a written instrument or instruments in recordable form and cause the same to be filed for record, from time to time upon the request of either party hereto, for the purpose of evidencing (i) the Floor Area within each of the buildings on its respective Parcel, (ii) the date when the improvements on the Dayton-Hudson Parcel open for business, and (iii) the date of expiration of the various restrictions, easements and covenants contained herein.

B. No Joint Venture. Nothing contained in this Agreement shall be construed to make the parties hereto, or their successors or assigns, partners or joint venturers or to render any of said parties liable for the debts or obligations of the other, except as in this Agreement expressly provided.

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

D. Notices. Any notice, approval, request or demand required by or permitted under this Agreement shall be in writing and shall be deemed given:

(i) if to Developer, when deposited in United States Post Office, certified mail, return receipt requested, postage prepaid and addressed as follows:

Racine Joint Venture
25425 Center Ridge Road
Cleveland, Ohio 44145

Attention: Mr. Richard E. Jacobs

(ii) if to Dayton-Hudson, when deposited in United States Post Office, certified mail, return receipt requested, ~~post~~age prepaid and addressed as follows:

Dayton-Hudson Corporation
Target Store Division
777 Nicollet Mall
Minneapolis, Minnesota 45402

Attention: Real Estate Property Administration

With a copy to:

Dayton-Hudson Corporation
777 Nicollet Mall
Minneapolis, Minnesota 45402

Attention: Real Estate Property Administration

or to such other address as the owner of a Parcel may from time to time specify in writing to the other owner(s).

E. Headings. The Paragraph and subparagraph headings herein are for convenience and reference only and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

F. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

G. Partial Invalidity. In any provisions, or portions thereof, of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

H. Agreements to be in Writing. No agreements shall be effective to add to, change, modify, waive or discharge this Agreement, in whole or in part, unless such Agreement is in writing and signed by the parties to be bound.

I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all counterparts shall together constitute one and the same instrument.

J. Restriction Upon Transfer of Title. Dayton-Hudson agrees not to transfer fee title to all or any portion of the Dayton-Hudson Parcel until such time as Dayton-Hudson has substantially completed construction of the improvements to be constructed by it in accordance with Paragraph 2A hereof and has opened the same for business, or until January 1, 1987, whichever shall first occur, except by way of an intercorporate transfer to a subsidiary or affiliate or a transfer by way of mortgage deed, deed of trust, sale and leaseback or other financing arrangement requiring the transfer of any interest thereunder in connection with such financing of the improvements to be constructed on the Dayton-Hudson Parcel. Any transfer of fee title to the Dayton-Hudson Parcel following

the opening of the Target Store for business other than an inter-corporate transfer or a transfer in connection with a financing arrangement requiring the transfer of an interest therein, shall be subject to the right of Developer to repurchase the Dayton-Hudson Parcel as provided for in the Supplement to Easement, Restriction and Maintenance Agreement of even date herewith.

K. Limitation of Liability. Dayton-Hudson agrees that in the event that Developer fails to observe, fulfill or perform any covenant, term or condition of this Agreement on its part to be observed, fulfilled or performed and, as a consequence of such default, Dayton-Hudson recovers a money judgment against Developer, such judgment shall be satisfied (subject to the rights of any mortgagee, its successors or assigns, whose lien predates the filing of the complaint which results in such judgment), only out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title and interest of Developer in the Developer Parcel and in Retained Parcel #1 and/or Retained Parcel #2 and out of rents or other income from such property received by Developer or out of the consideration received by Developer for the sale or other disposition of all or any part of Developer's right, title and interest in such Parcels and none of the members of the partnership referred to herein as Developer shall be liable for any deficiency. Notwithstanding anything herein to the contrary, in the event that there shall be diversity of ownership of the Developer Parcel, Retained Parcel #1 and Retained Parcel #2, default by any owner of any of such Parcels or a violation or breach of any covenant or obligation by the owner of

any other such Parcel(s) with respect thereto shall not be deemed a default by the then owner of the other Parcel(s). If Dayton-Hudson shall obtain a judgment that shall entitle it to assert a lien as a result of any such default by the owner of any such Parcels, such lien shall be asserted only against the Parcel of the defaulting owner.

L. Release of Liability Following Transfer of Title. The obligations set forth in this Agreement shall not be deemed to be personal to or binding upon either party hereto with respect to its Parcel(s) described herein, or any portion thereof, transferred in fee by such party provided such transferee of title has expressly assumed in writing all of the obligations to be performed by such party hereunder with respect to the Parcel(s) or portions thereof so transferred and provided, further, that no such transfer shall relieve either party of liability for any breach of the terms, provisions or conditions of this Agreement occurring prior to such transfer. The transferee in any sale, transfer or other conveyance of either party's Parcel(s), or any portion hereof, shall, by its acceptance of an instrument of conveyance, be deemed to have automatically assumed all provisions of this Agreement that such party was heretofore obligated to perform as respects the Parcel(s) or part thereof so conveyed and agrees, upon request from the other party hereto to execute an instrument, in recordable form, which is legally sufficient evidence of such assumption. In addition, if any party transfers an interest in all or any portion of its Parcel(s) to secure indebtedness by way of mortgage, deed of trust or in connection with a sale/leaseback or lease/sub-leaseback transaction, such party or any affiliate retains or

acquires a possessory interest by way of lease or otherwise on the Parcel or portion thereof so transferred, then so long as such party has such possessory interest, the owner of fee simple title to the Parcel of such party or portion thereof in the case of a sale/leaseback financing transaction or the holder of such mortgage or deed of trust, as the case may be, shall not be deemed to have assumed the obligations of such party, it being agreed that such party shall remain liable for the performance thereof and that performance by such party of such obligation shall be deemed a peformance by such owner, lessee or holder, as the case may be, and shall be acceptable to the other party with the same force and effect as if performed by such owner, lessee or holder, as the case may be.

M. Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants (and not conditions) running with the land, binding upon, inuring to the benefit of and enforceable by the parties hereto and their respective successors and assigns for and during the respective terms set forth herein, and at the end of such terms or upon the termination of perpetual easements pursuant to Paragraph 9Q below, the respective Parcels shall be free from the burden thereof.

N. Real Estate Taxes. Dayton-Hudson as to the Dayton-Hudson Parcel and Developer as to the Developer Parcel and Retained Parcels, each agree that they will pay as the same become due, all real estate taxes and assessments, both general and special, which are levied or assessed against their respective Parcels; provided, however, that nothing

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herein contained shall be deemed to limit the right of such owner to contest, in good faith, the validity of any such taxes or assessments by appropriate proceedings.

O. Exhibits. The Exhibits mentioned herein may be initialled by the duly authorized officers, agents or attorneys of the parties hereto for identification and are hereby incorporated herein by reference and made a part hereof as fully as if set forth in full herein.

P. Unavoidable Delays. Notwithstanding anything contained in this Agreement, each party shall be excused from performing any obligation under this Agreement, and any delay in the performance of any obligation under this Agreement shall be excused, if and so long as the performance of the obligation is prevented, delayed or otherwise hindered by acts of God, fire, earthquake, flood, explosion, actions of the elements, war, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, court orders, laws or orders of governmental or military authorities or any other cause, whether similar or dissimlar to the foregoing, not within the control of such party (other than the lack of or inability to procure monies to fulfill its commitments and obligations under this Agreement).

Q. Termination of Perpetual Easements. The perpetual easements provided for in Paragraph 3A(2) and Paragraph 4 of this Agreement shall terminate if such easement or easements shall not have been used for a period of two (2) years after written notice of such non-use shall have been given by the then record owner of the fee of the Parcel burdened by such easements and shall have actually

been received by the then record owner of the Parcel(s) benefitted by such easement(s); provided, however, if the record owner of the fee of such Parcel benefitted by such easements should, within two (2) years following the receipt of said notice, again use such easements and notify, in writing, the owner of the fee of the Parcel burdened with such easements, then such easements shall not be terminated as herein provided. The aforesaid notice from the record owner of the Parcel burdened with easements shall not be valid unless it states the address to which notices to that owner may be mailed.

R. Estoppel Certificates. Dayton-Hudson and Developer each agrees that at any time and from time to time, upon request in writing from the other to execute, acknowledge and deliver the requesting party, or to such party's mortgagee or financial institution a statement in writing in form and substance reasonably satisfactory to the requesting and responding parties, certifying to the best of the knowledge of the party so certifying, to all or any part of the following information as such party shall request: that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modification); there is no default under this Agreement by the requesting party or the other party, or if there is a default, the nature thereof; and that there are no offsets under this Agreement which the responding party has against the requesting party, or if there is an offset, the nature and amount thereof. Each party agrees that requests for certificates made pusuant to this Paragraph 9(R) will not be frivolously made.

10. Term. The term of this Agreement shall

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commence upon the date of filing this instrument for record with the Register of Deeds of Racine County, Wisconsin and, except as otherwise hereinbefore specifically provided and unless mutually terminated by the parties in interest, shall continue until fifty-five (55) years after the earlier of (i) January 1, 1983, (ii) the date that any two parties to the Operating Agreement shall have opened the improvements to be constructed within the Shopping Center pursuant to Paragraphs 2A, 3A, 4A, 5A and 6A thereof, respectively, or (iii) the date that Dayton-Hudson shall open the Target Store for business. The parties each hereby expressly agrees, on behalf of itself and its successors and assigns, that any provisions of law or equity to the contrary notwithstanding, in the event of any default hereunder which is not cured within any time hereinbefore specified, it shall not terminate this Agreement nor its obligations under this Agreement, nor terminate the rights of any other parties hereto with respect to its Parcel nor withhold the benefits of this Agreement of the other party by reason of any default by reason of such party, it being the express understanding of the parties hereto that this Agreement shall continue in effect throughout its term notwithstanding any default by any party hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above mentioned.

WITNESSES:

RACINE JOINT VENTURE

By Richard E. Jacobs
Richard E. Jacobs
General Partner

By David H. Jacobs
David H. Jacobs
General Partner

DAYTON-HUDSON CORPORATION

Stephanie J. Lindberg

By _____
Senior Vice President
Kenneth A. Macke

Karen Borris

Attest _____
Ass't. Secretary
William P. Hise

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named R. E. Jacobs and David H. Jacobs, to me known to be the persons who executed the within and foregoing instrument, who acknowledged that they were duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that they did execute said instrument on behalf of said partnership and that the same is their free and voluntary act and deed as partners of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 11th day of June, 1980.

David W. Pancoast
Notary Public

DAVID W. PANCOAST, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date,
Section 147.03 R. C.

STATE OF MINNESOTA)
) SS:
COUNTY OF HENNEPIN)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Kenneth A. Macke and William P. Hise, known to me to be the Senior Vice President and Assistant Secretary, respectively, of DAYTON-HUDSON CORPORATION, the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

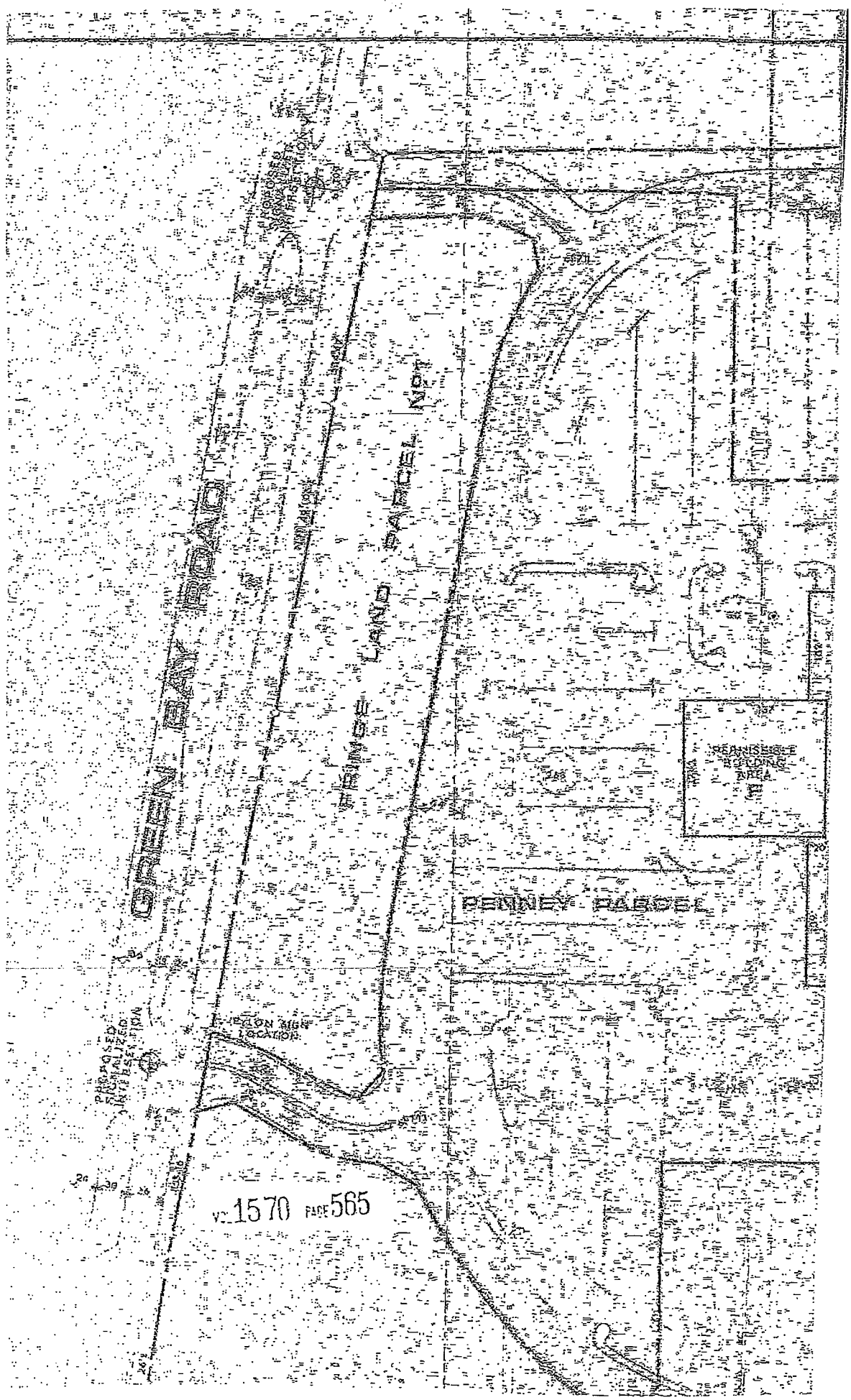
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Minneapolis, Minnesota this 9th day of July, 1980.

Barbara E. Osborn
Notary Public

BARBARA E. OSBORN
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
MY COMMISSION EXPIRES May 16, 1985

This Instrument Prepared By:

David W. Pancoast, Esq.
25425 Center Ridge Road
Cleveland, Ohio 44145



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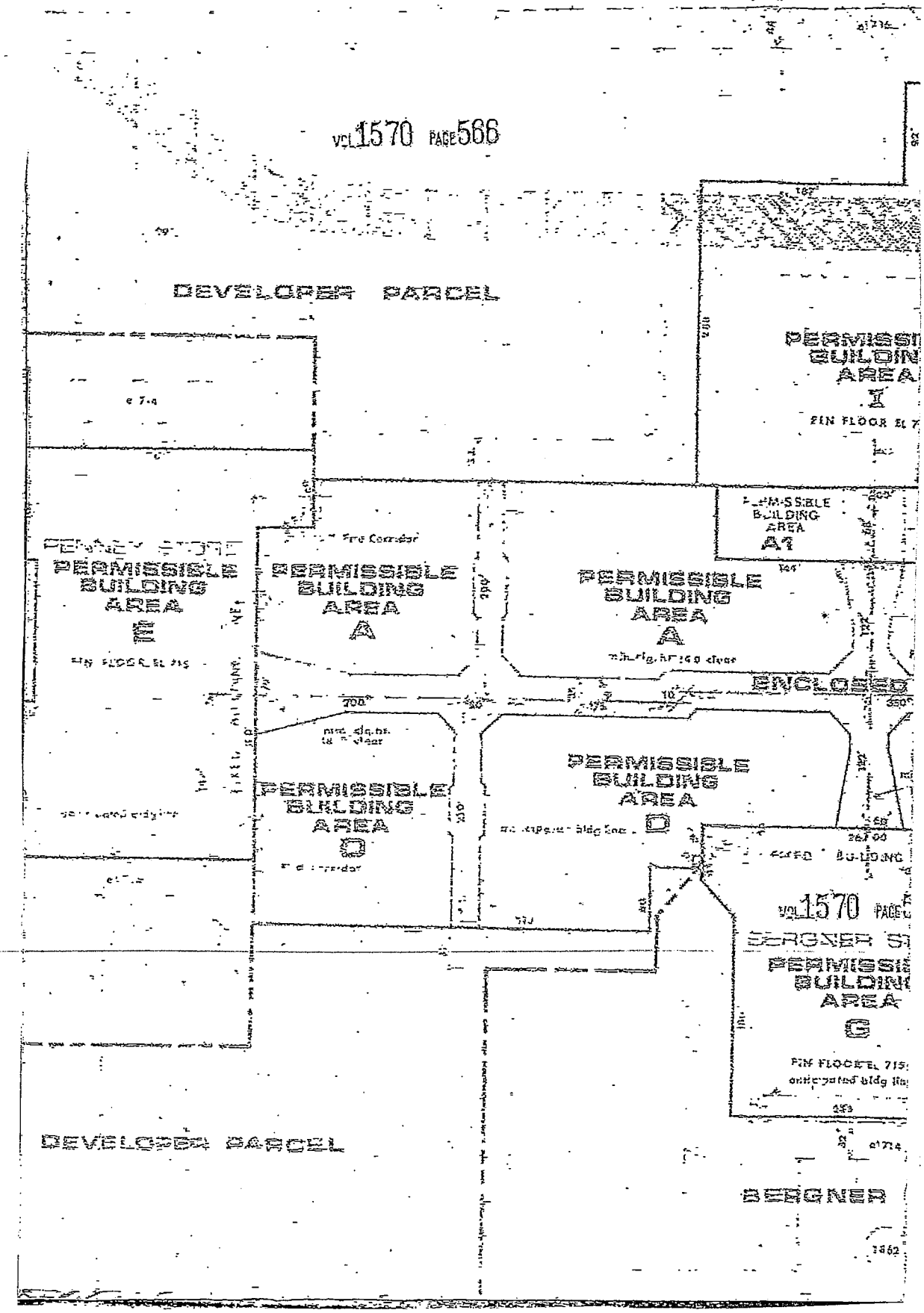
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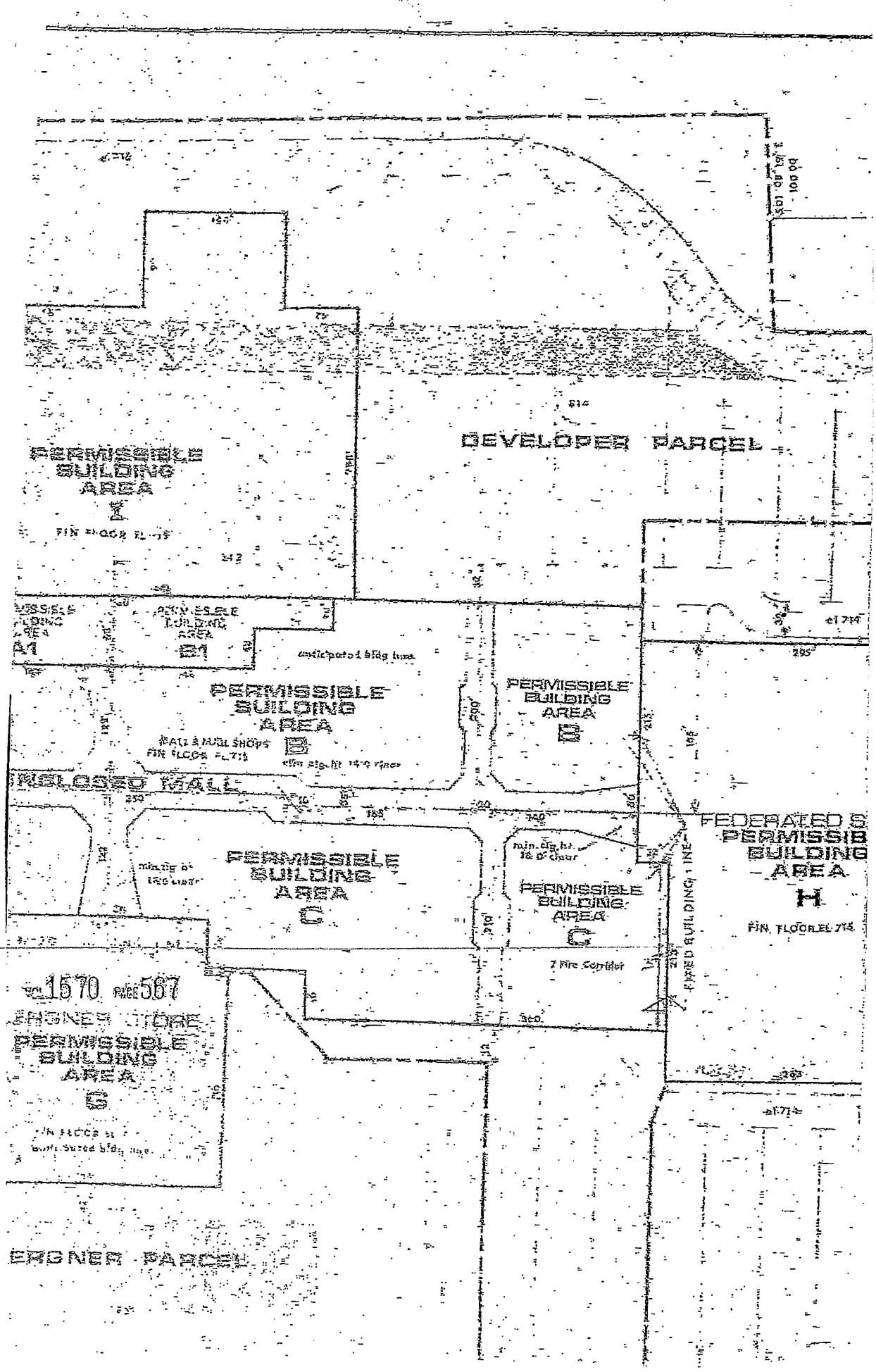
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ERGNER PARCEL

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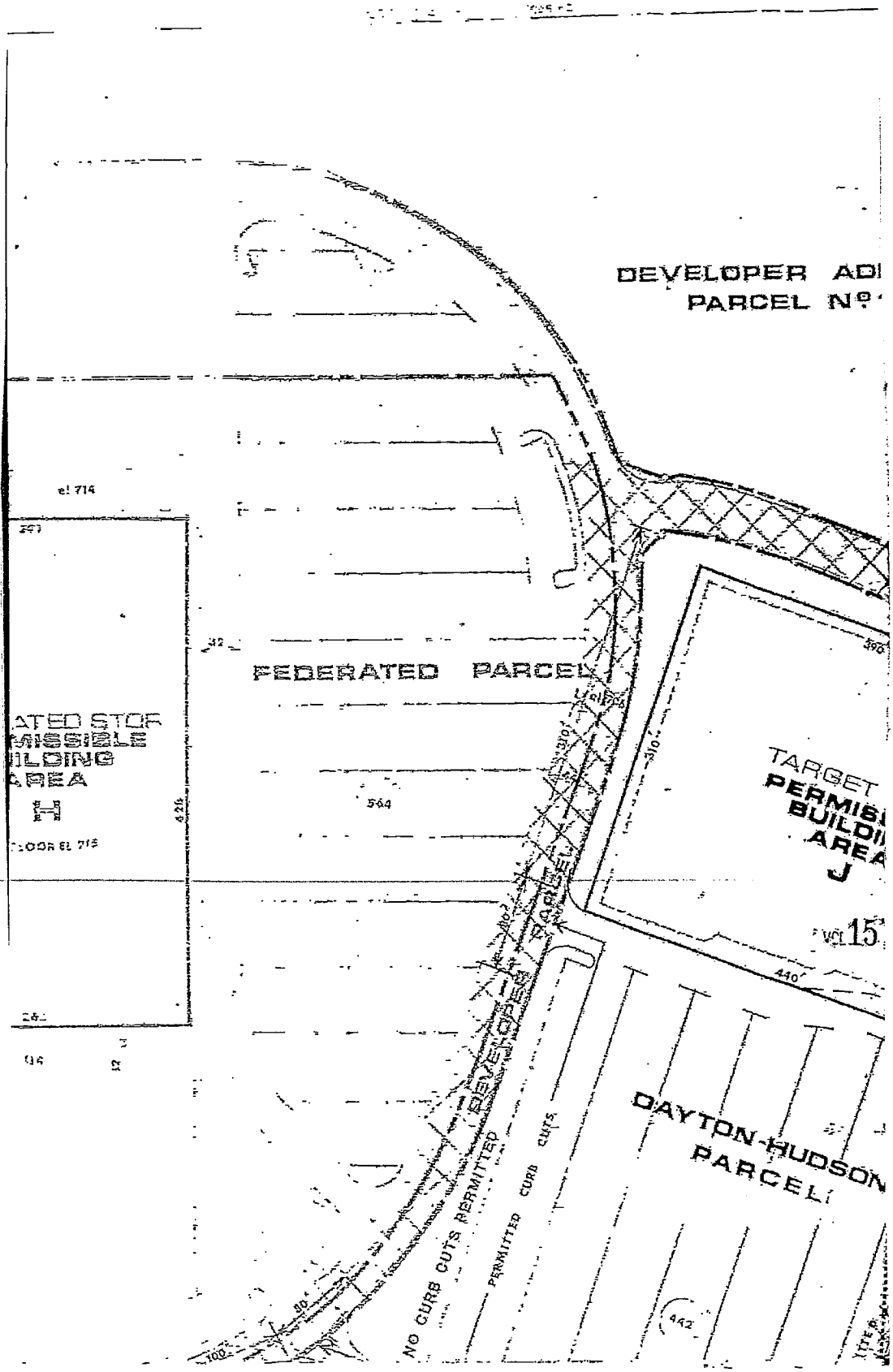

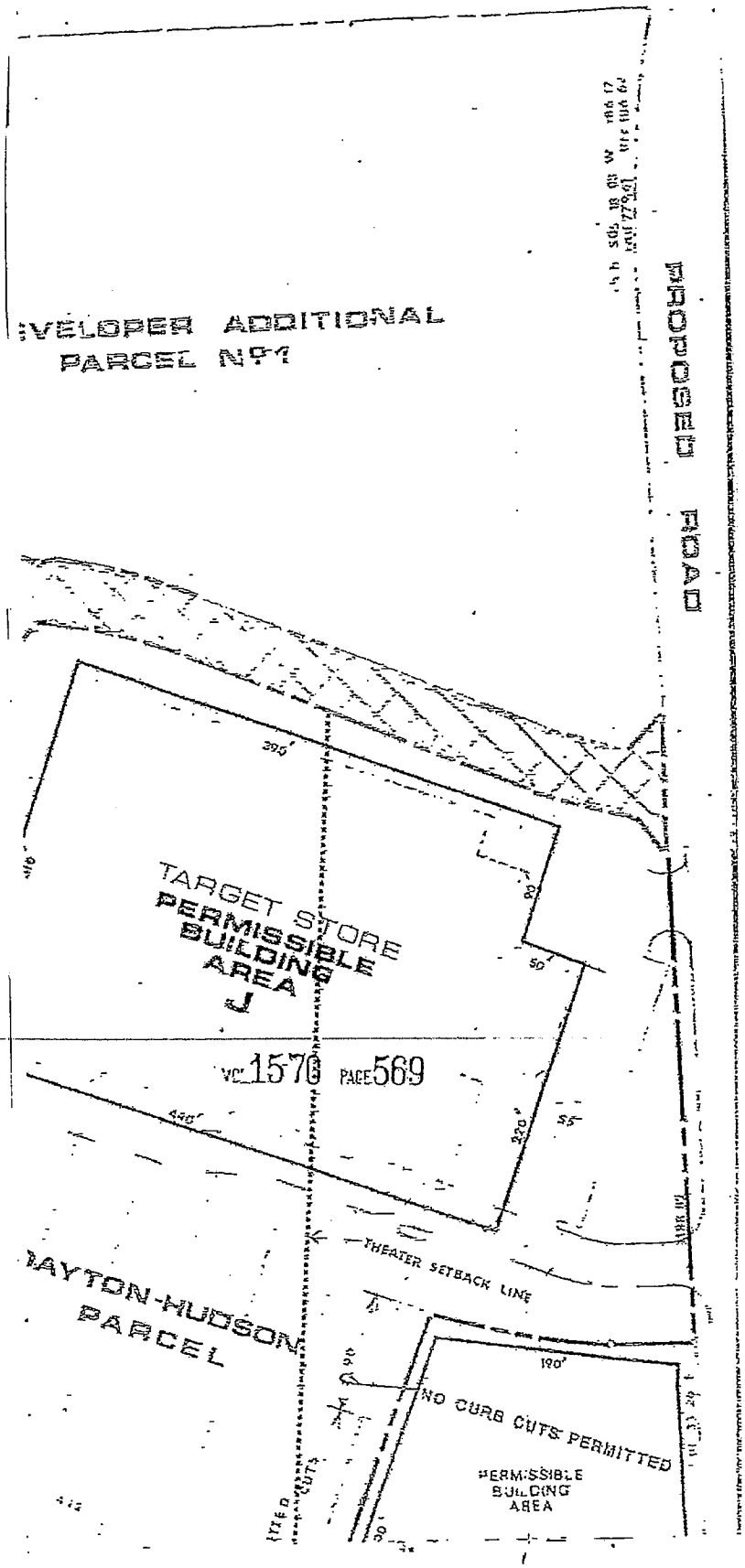
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PARCEL No 1
PROPOSED ROAD
TARGET STORE
PERMISSIBLE
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VOL 1576 PAGE 569
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220'
55'
THEATER SETBACK LINE
AYTON-HUDSON
PARCEL
190'
NO CURB CUTS PERMITTED
PERMISSIBLE
BUILDING
AREA

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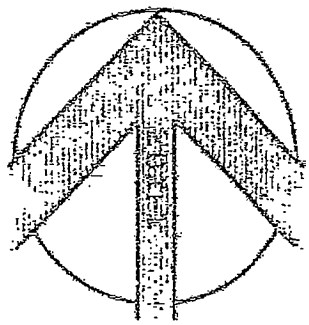
FRINGE LAND PARCEL Nº 2

PYLON SIGN LOCATION

SIGNALIZED INTERSECTION

ELMWOOD DRIVE



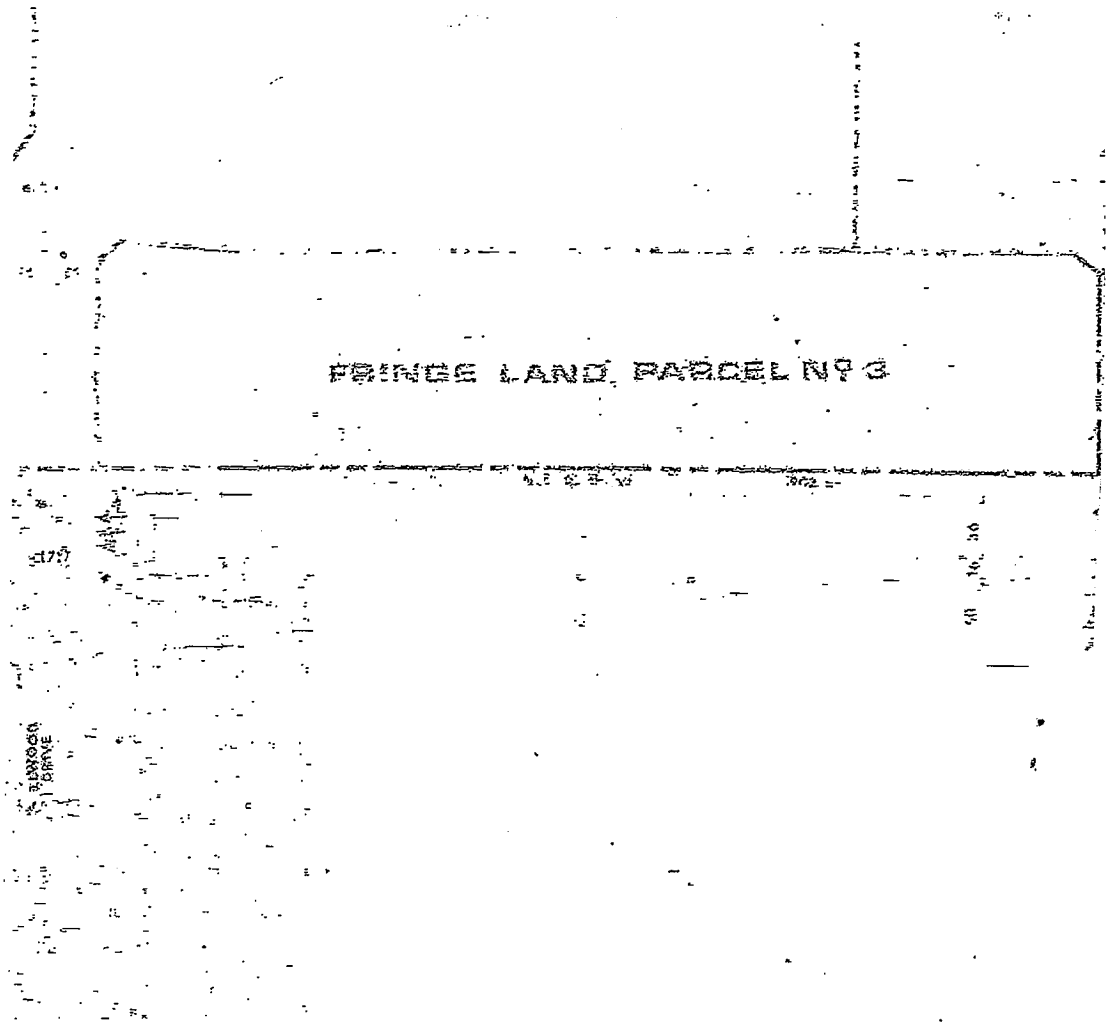
SCALE : 1" = 100'

EXHIBIT A

JACOBS VISCONSI &

DEVELOPERS

25425 CENTER RIDGE RO
CLEVELAND, OHIO 4414
AREA CODE 216-871 4100



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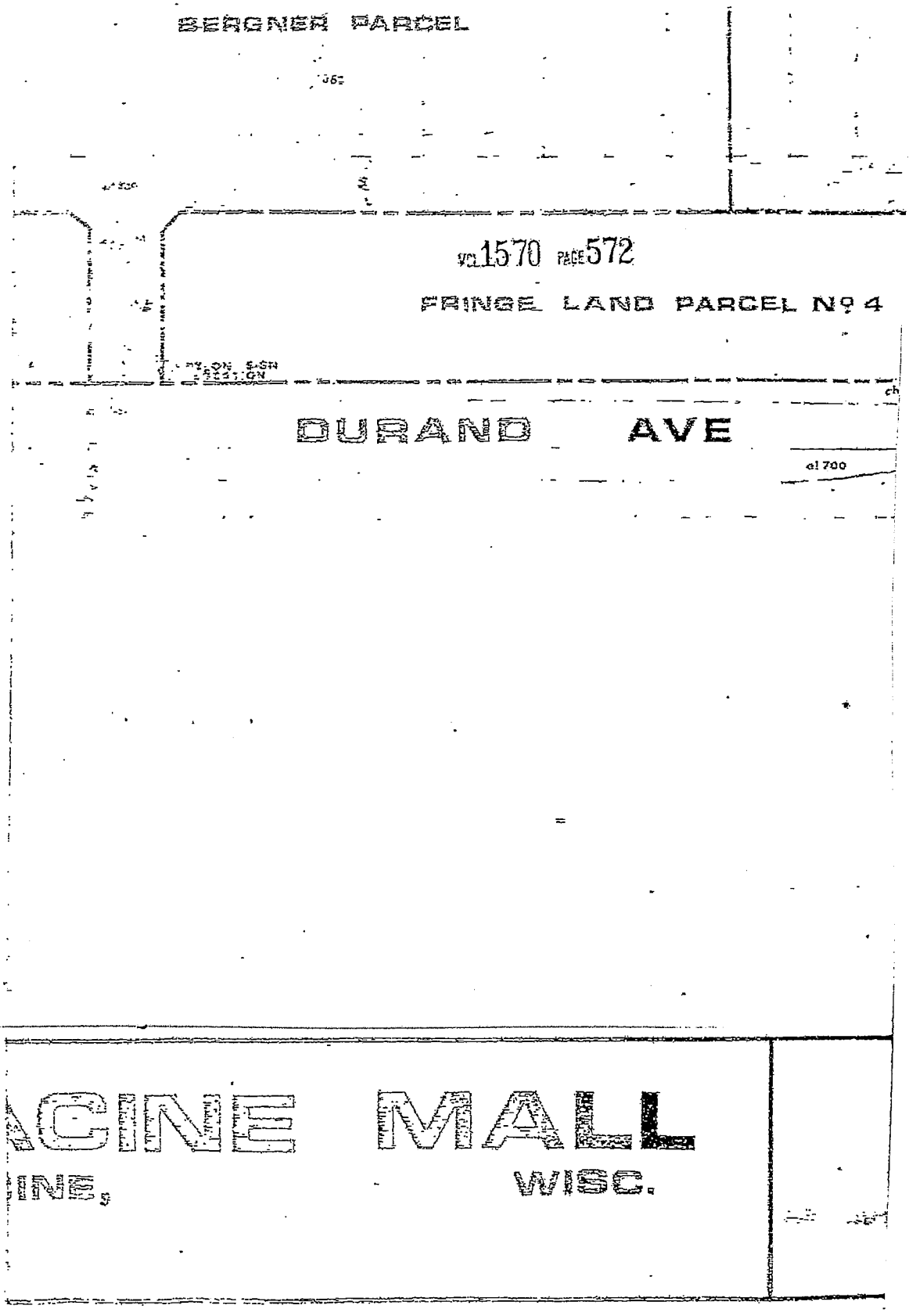
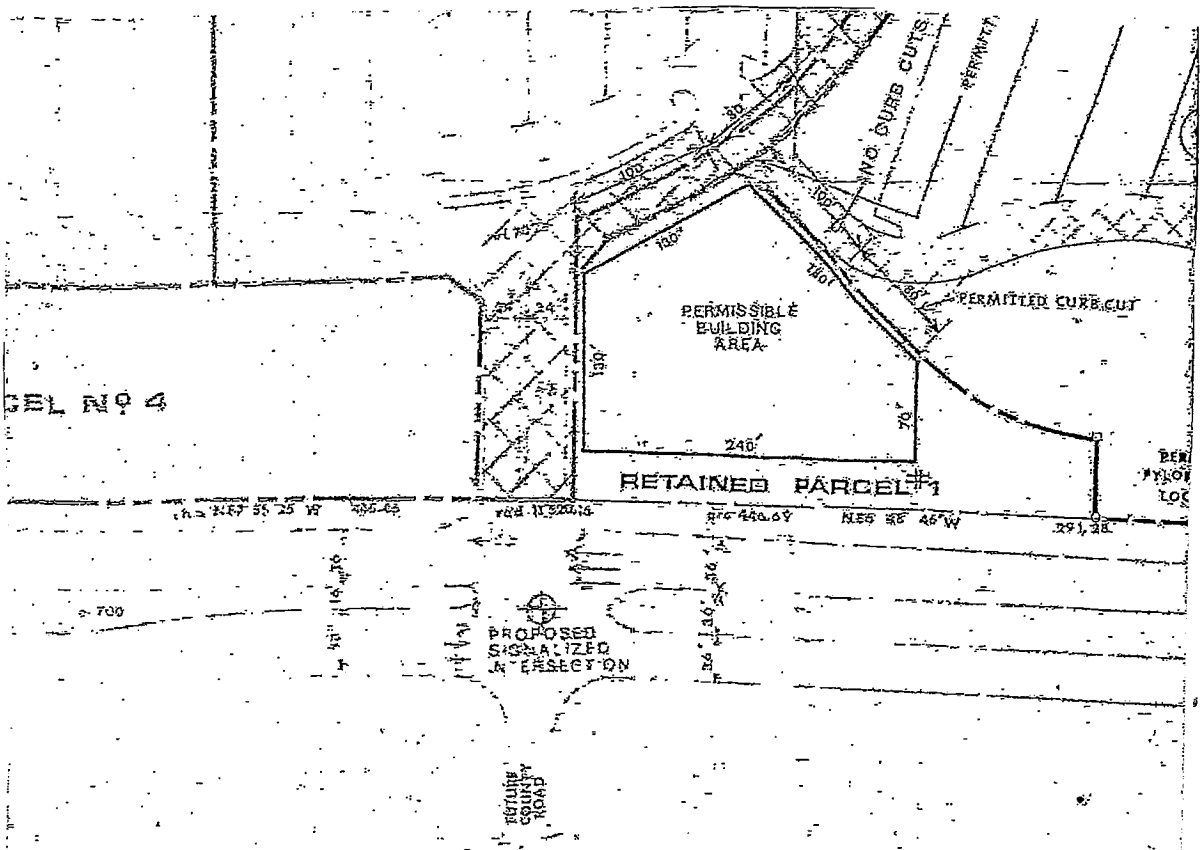
JONSI & JACOBS CO.

RAC

RACINE


BERGNER PARCEL
VOL 1570 PAGE 572
FRINGE LAND PARCEL Nº 4
DURAND AVE
el 700
CINE MALL
WISC.



NOTE:
AS USED IN THE EASEMENT, RESTRICTION AND MAINTENANCE AGREEMENT TO WHICH THIS EXHIBIT IS ATTACHED AND IN THE EASEMENT, RESTRICTION AND OPERATING AGREEMENT THEREIN REFERRED TO, "DEVELOPER ADDITIONAL PARCEL No. 2" IS COMPRISED OF THE DAYTON-HUDSON PARCEL, RETAINED PARCEL #1 AND RETAINED PARCEL #2.

Vol. 1570 Pg. 573

DAYTON - HUDSON
SITE PLAN

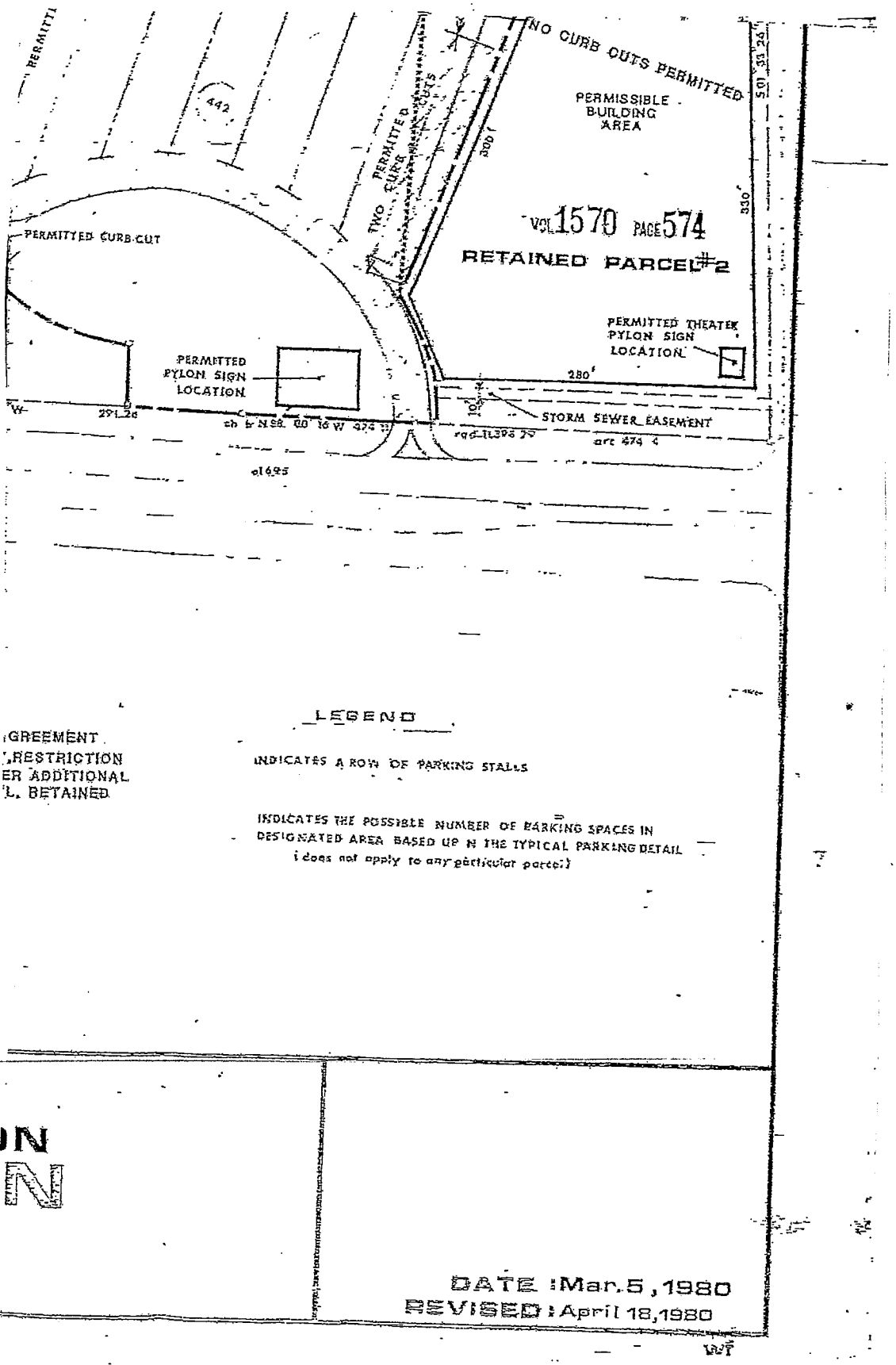

NO CURB CUTS PERMITTED
PERMISSIBLE BUILDING AREA
TWO PERMITTED CURB CUTS
PERMITTED CURB-CUT
VOL 1570 PAGE 574
RETAINED PARCEL #2
PERMITTED THEATER PYLON SIGN LOCATION
PERMITTED PYLON SIGN LOCATION
STORM SEWER EASEMENT
LEGEND
INDICATES A ROW OF PARKING STALLS
INDICATES THE POSSIBLE NUMBER OF PARKING SPACES IN DESIGNATED AREA BASED UP N THE TYPICAL PARKING DETAIL
(does not apply to any particular parcel)
DATE : Mar. 5, 1980
REVISED : April 18, 1980

EXHIBIT B-1

DAYTON-HUDSON PARCEL

Being known as that part of the Southeast 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E along the south line of the Southeast 1/4 of said Section 24, 992.09 feet to a point; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 104.22 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N03°11'14"E 58.55 feet; thence along the arc of a 175.00 foot radius curve, concave to the north, having a chord length of 127.65 feet bearing N65°25'26"W, thence, N44°02'04"W, 165.36 feet to a point of curve, thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 37.09 feet bearing N82°13'07"W, thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 294.39 feet bearing N40°16'53"E; thence, N20°57'56"E, 315.61 feet to a point of curve; thence along the arc of a 360.00 foot radius curve, concave to the west, having a chord length of 128.71 feet bearing N10°40'06"E to a point of reverse curve; thence along the arc of a 30.00 foot radius, concave to the east, having a chord length of 43.58 feet bearing N46°57'04"E, thence along the arc of a 300.00 foot radius curve, concave to the south, having a chord length of 103.73 feet bearing S76°30'43"E; thence S66°33'26"E, 282.82 feet to a point of curve; thence along the arc of a 240.00 foot radius curve, concave to the north, having a chord length of 77.66 feet bearing S75°52'01"E, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 40.00 feet bearing S43°22'19"E; thence S01°33'26"E, 365.89 feet; thence S88°26'34"W, 66.00 feet; thence along the arc of a 300.00 foot radius curve, concave to the north, having a chord length of 142.20 feet bearing N77°50'51"W; thence S22°02'24"W, 309.41 feet; thence, S47°36'50"W, 11.49 feet; thence along the arc of a 150.00 foot radius curve, concave to the west, having a chord length of 115.00 feet bearing S19°50'45"E, to a point on the northerly right-of-way line of State Trunk Highway 11; thence along the arc of an 11,398.29 foot radius curve, concave to the north, having a chord length of 173.07 feet bearing N87°14'52"W; thence, N86°48'46"W, 104.22 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 9.888 acres to be the same more or less.

EXHIBIT B-2

RETAINED PARCEL #1

Being known as that part of the Southeast 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E along the south line of the southeast 1/4 of Section 24, 992.09 feet to a point; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 104.22 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N86°48'46"W, 187.06 feet to a point of curve; thence along the arc of a 11,520.16 foot radius curve, concave to the south, having a chord length of 183.30 feet bearing N87°16'07"W; thence, N00°57'56"E, 150.77 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 34.55 feet bearing N36°07'34"E to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 90.61 feet bearing N65°26'28"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 37.09 feet bearing S82°13'07"E; thence S44°02'04"E, 165.36 feet to a point of curve; thence along the arc of a 175.00 foot radius curve, concave to the north, having a chord length of 127.65 feet bearing S65°25'26"E; thence, S03°11'14"W, 58.55 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 1.268 acres to be the same more or less.

EXHIBIT B-3

RETAINED PARCEL #2

Being known as that part of the Southeast 1/4 of Section 24, Town 3, North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 24; thence, S89°28'36"E along the south line of the southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°26'22"W, 301.05 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence along the arc of a 150.00 foot radius curve, concave to the west, having a chord length of 115.00 feet bearing N19°50'45"W; thence, N47°36'50"E, 11.49 feet; thence, N22°02'24"E, 309.41 feet; thence along the arc of a 300.00 foot radius curve, concave to the north, having a chord length of 142.20 feet bearing S77°50'51"E; thence, N88°26'34"E, 66.00 feet; thence, S01°33'26"E, 382.91 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence along the arc of an 11,398.29 foot radius curve, concave to the north, having a chord length of 301.05 feet bearing N88°26'22"W TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 2.505 acres to be the same more or less.

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EXHIBIT C

SIGN CRITERIA

A. There shall be no flashing, rotating or moving signs or markers of any type.

B. There shall be no signs painted on the exterior masonry surface of any building.

C. There shall be no roof-top signs.

D. All signs must be (i) approximately flush with the building wall, including any penthouse wall, to which they are affixed and (ii) of a size that is architecturally and aesthetically harmonious with the building to which the sign(s) is affixed.

E. No freestanding pylon signs shall be permitted except at the location shown on Exhibit A.

1076199

Register's Office } ss.
Racine County, Wis. }
Received for Record 30th day of July A.D., 1980 at 2:48 o'clock P M. and recorded in Volume 1570 of Records on page 525-578

Stanley J. Bisleski
Register of Deeds

$5.00

RETURN TO: AL LAPOTKO, JR.

1098505

1098505

CONFIRMATION OF ENCROACHMENT EASEMENT AGREEMENT

THIS AGREEMENT, made as of the 3rd day of August, 1981 by and between RACINE JOINT VENTURE, a general partnership with offices at 25425 Center Ridge Road, Cleveland, Ohio 44145 (hereinafter called "Developer") and FEDERATED DEPARTMENT STORES, INC., a Delaware corporation with offices at Seven West Seventh Street, Cincinnati, Ohio 45202 (hereinafter called "Federated");

W I T N E S S E T H:

WHEREAS, pursuant to an Easement, Restriction and Operating Agreement dated December 28, 1979 and recorded in Volume 1545 at Page 235 1066872 in the Office of the Register of Deeds, Racine County, Wisconsin (the "Operating Agreement"), Developer and Federated have constructed building improvements on the contiguous parcels of land identified therein as the "Developer Parcel" and "Federated Parcel", respectively;

WHEREAS, in the course of such construction, Developer and Federated each (with the knowledge and approval of the other) constructed certain building improvements which encroach upon the Parcel of the other; and

WHEREAS, Paragraph 12E of the Operating Agreement contains a general grant of easements for such encroachments and provides that upon the request of the grantee thereof, the grantor thereof shall execute an instrument in recordable form to further evidence such grant and to specify the locations thereof and it is the desire of the parties to execute this instrument for that purpose;

NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Developer and Federated hereby agree as follows:

pt 1E + 1W¼ 24-3-22
Racine Mill

vol 1636 page 246

1098505
1636-246
Oct. 28, 1981

1. Federated hereby confirms to Developer, for the benefit of the Developer Parcel, the grant, pursuant to Paragraph 12 of the Operating Agreement, of the right, privilege and easement to encroach upon the Federated Parcel with an existing building wall and support columns to the extent detailed on the drawing entitled "Study of Encroachments at Federated and Developer's Common Wall Line" which is attached hereto as Exhibit A and made a part hereof.

2. Developer hereby confirms to Federated, for the benefit of the Federated Parcel, the grant, pursuant to the Operating Agreement of the right, privilege and easement to encroach upon the Developer Parcel with an existing building wall to be the extent detailed on Exhibit A.

3. Developer and Federated each agree to perform any required maintenance or repairs to their respective improvements which are the subject of the right, privilege and easement confirmed in Paragraphs 1 and 2 above and further agrees that each such right, privilege and easement shall be subject to all applicable terms, covenants and conditions of Subsection 12E of the Operating Agreement.

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Developer and Federated have caused this Agreement to be executed as of the day and year first above written.

In the Presence of:

RACINE JOINT VENTURE

By _____
R. E. Jacobs

By _____
David H. Jacobs

In the Presence of:

FEDERATED DEPARTMENT STORES, INC.

By _____
Senior Vice President

Attest _____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named R. E. Jacobs and David H. Jacobs, to me known to be the persons who executed the within and foregoing instrument, who acknowledged that they were duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that they did execute said instrument on behalf of said partnership and that the same is their free and voluntary act and deed as partners of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 7th day of October, 1981.

_____
Notary Public

DAVID W. PANCOAST
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

BEFORE ME, a Notary Public in and for said County and State, personally appeared James B. Schenck and Harold P. Rosenberg, known to me to be the Senior Vice President and Asst'L. Secretary, respectively, of FEDERATED DEPARTMENT STORES, INC., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

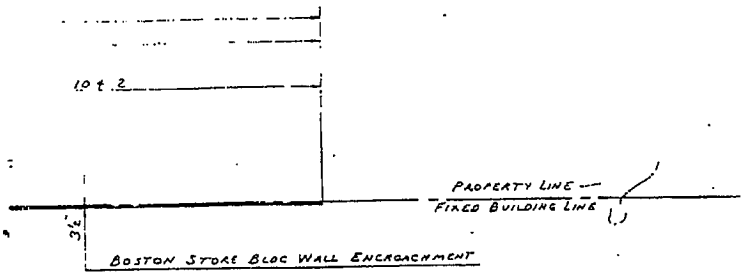
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cincinnati, Ohio this 13th day of October, 1981.

WENDY E. WILSON
Notary Public, State of Ohio
My Commission Expires April 29, 1986

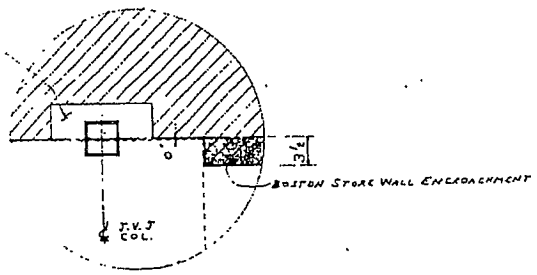
_____
Notary Public

This Instrument Prepared By:

David W. Pancoast, Esq.
25425 Center Ridge Road
Cleveland, Ohio 44145



COL.



DETAIL "C"

1088505

12.00

16:36 ~249

EXHIBIT A

REVISIONS

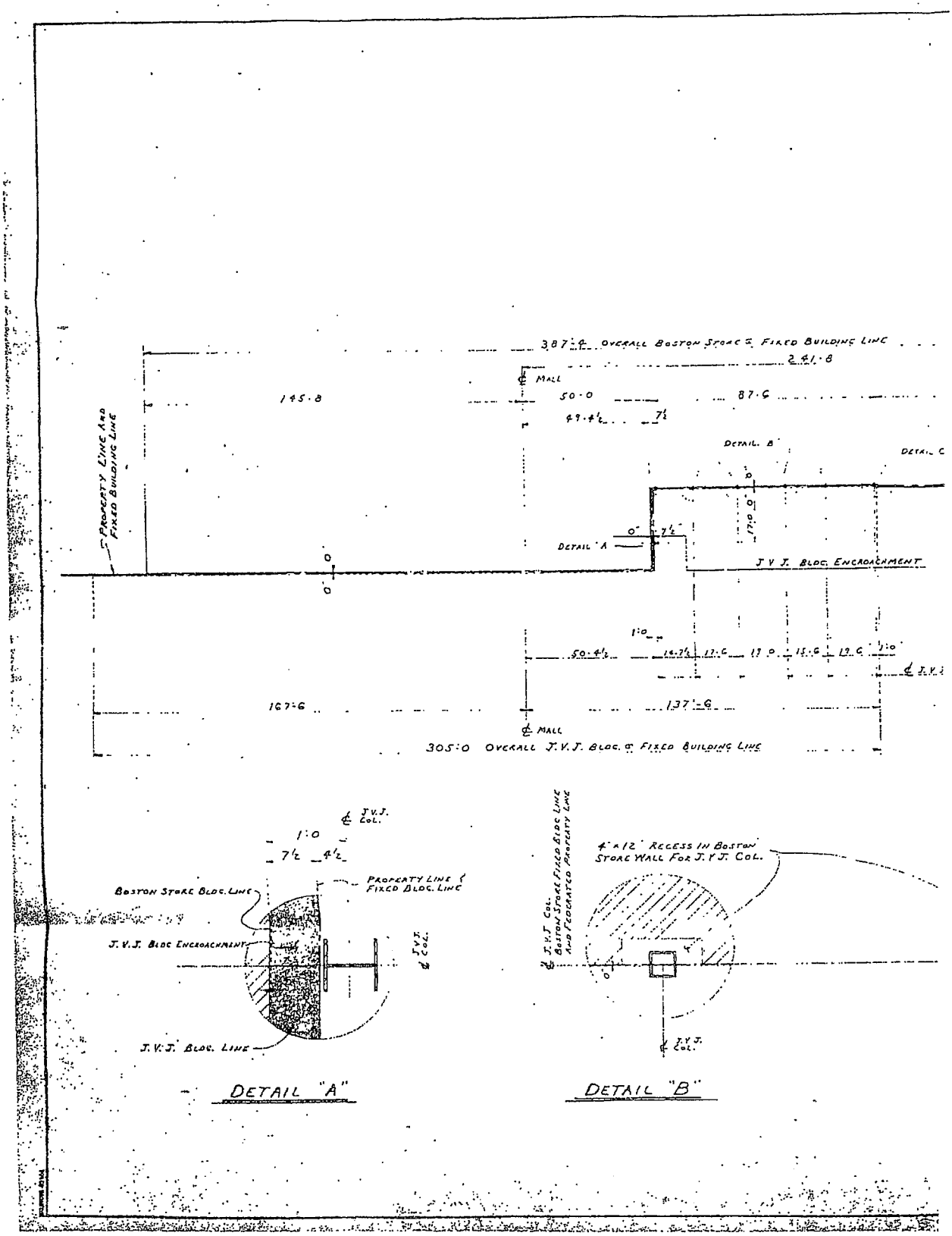
RACINE MALL
RACINE WISCONSIN

CENTER RIDGE DESIGN SERVICE, INC., P.A.
24650 CENTER RIDGE ROAD
WESTLAKE OHIO 44145
ARCHITECTS - ENGINEERS
AREA CODE - (216) 835-4600

STUDY OF ENCROACHMENTS AT FEDERATED AND DEVELOPERS COMMON WALL LINE

JACOBS, VISCONSI & JACOBS CO.
DEVELOPERS
3245 CENTER ROAD 70142
CLEVELAND, OHIO 44120
AREA CODE 216-671-4800

DATE: 1-23-80
SCALE: 1" = 20'
JOB NUMBER:
REVISIONS: DATES:
DRAWING NUMBER: E-1


387'-6" Overall Boston Store & Fixed Building Line
241.8
℄ Mall
145.8
50.0
87.6
49.4½
7½
Property Line And Fixed Building Line
Detail "B"
Detail "C"
Detail "A"
J.V.J. Bldg. Encroachment
1:0
50.4½
14.7½
17.6
17.0
15.6
℄ J.V.J.
167'-6"
137'-6"
℄ Mall
305:0 Overall J.V.J. Bldg. & Fixed Building Line
℄ J.V.J. Col.
Property Line & Fixed Bldg. Line
Boston Store Bldg. Line
J.V.J. Bldg. Encroachment
J.V.J. Bldg. Line
4" x 12" Recess In Boston Store Wall For J.V.J. Col.
℄ J.V.J. Col. Boston Store Fixed Bldg. Line And Projected Property Line
Detail "A"
Detail "B"

1099190

1637-270

Nov. 10, 1981

FIRST AMENDMENT TO
EASEMENT, RESTRICTION AND OPERATING AGREEMENT

1099190

THIS FIRST AMENDMENT TO EASEMENT, RESTRICTION AND OPERATING AGREEMENT, made as of the 6th day of August, 1981, by and among RACINE JOINT VENTURE, a general partnership with offices at 25425 Center Ridge Road, Cleveland, Ohio 44145 (hereinafter called "Developer"), J. C. PENNEY PROPERTIES, INC., a Delaware corporation with offices at 1301 Avenue of the Americas, New York, New York 10019 (hereinafter called "Penney"), FEDERATED DEPARTMENT STORES, INC., a Delaware corporation with offices at Seven West Seventh Street, Cincinnati, Ohio 45202 (hereinafter called "Federated"), THE CHAS. V. WEISE CO., an Illinois corporation (a subsidiary of P. A. Bergner & Co., a Delaware corporation) with offices at 3600 North Main, Rockford, Illinois 61103 (hereinafter called "Bergner") and SEARS, ROEBUCK AND CO., a New York corporation having its principal office at Sears Tower, Chicago, Illinois 60684 and its Midwestern Territorial Office at 7447 Skokie Boulevard, Skokie, Illinois 60077 (hereinafter called "Sears");

Ho-454
Fo-356
Ho-479

W I T N E S S E T H:

WHEREAS, Developer, Federated, Penney and Bergner entered into a certain Easement, Restriction and Operating Agreement dated as of December 28, 1979 and recorded in Volume 1545, Page 235, Register of Deeds of Racine County, Wisconsin (hereinafter called the "Operating Agreement");

WHEREAS, Developer has, by deed recorded immediately prior to the recording hereof, conveyed to Sears and Sears is now the owner of land which comprised a portion of the Developer Parcel as originally described in the Operating Agreement, which parcel is shown on the Site Plan, attached

hereto as Exhibit A-2 and made a part hereof, and described on Exhibit B-7, attached hereto and made a part hereof, which parcel is hereinafter called the "Sears Parcel";

WHEREAS, the parties desire to cause the Operating Agreement to be amended as hereinafter provided and to cause Sears to become a party to the Operating Agreement, as so amended.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

The parties hereto, for and in consideration of the foregoing and the mutual covenants and agreements herein contained, hereby agree as follows:

1. All of the terms used herein and used in the Operating Agreement shall have the meanings provided in the Operating Agreement as amended by this First Amendment.

2. The Operating Agreement is hereby amended in the following respects:

A. Exhibits A-1 (Phase A Site Plan), A-2 (Phase B Site Plan), and B-1 (Description of Developer Parcel), respectively, attached hereto and made a part hereof are substituted for Exhibits A-1, A-2 and B-1, respectively, originally attached to and made a part of the Operating Agreement.

B. Exhibit B-7 (Description of Sears Parcel) annexed hereto and made a part hereof is attached to and made a part of the Operating Agreement.

C. All references in the Operating Agreement to the name "Racine Mall", including, but without limitation, the references thereto on the cover page and in Paragraph 10 are hereby amended to read "Regency Mall".

D. All references in the Operating Agreement to Supplemental Agreements between the Department Stores and

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Developer, including, but without limitation, the references in Paragraphs 8I, 15A and 15B, shall, in the case of Sears, refer to a Supplemental Agreement between Sears and Developer of even date with this First Amendment.

E. Paragraph 5 of the Operating Agreement is hereby deleted in its entirety and there is hereby substituted therefor the following:

5. Construction of Future Major Store.

"A. Future Major Store. Sears agrees, at its expense, to design and construct the Future Major Store within Permissible Building Area I, abutting the Fixed Building Lines to the extent shown on the Phase B Site Plan. Sears further agrees to design and construct an automotive service building within Permissible Area J, abutting the Future Major Store (hereinafter called "Sears Automotive Service Building"). The aggregate Floor Area of the Future Major Store and the Sears Automotive Service Building shall be not less than 90,000 square feet. As part of its construction of the Future Major Store and the Sears Automotive Service Building, Sears agrees that it will, at its expense, construct the Perimeter Sidewalks next adjacent to the Future Major Store and Sears Automotive Service Building and will install all landscaping between the exterior building perimeter of the Future Major Store and the Sears Automotive Service Building and the Perimeter Sidewalks. Prior to commencement of construction, Sears will, at its expense, complete and deliver to each of the other Department Stores and to Developer for informational purposes only, outline specifications relating to the exterior treatment (including landscaping within the Perimeter Sidewalks) of the Future Major Store and the Sears Automotive Service Building, together with perspective drawings showing such treatment. Sears shall complete construction of the improvements specified in this Paragraph 5A and shall open or cause the same to be open for business not later than August 1, 1982; provided that Sears shall not be obligated to open for business unless two (2) other Department Stores are then open for business and the Enclosed Mall and at least 150,000 square feet of Floor Area within the Mall Stores are open and operating. In addition to the foregoing, Sears shall not be obligated to open for business until the on-site and off-site improvements to be constructed by Developer pursuant to Paragraphs 8A, 8B and 8C have been completed.

B. Restrictions on Future Major Store Construction. Sears agrees that all construction to be undertaken pursuant to this Paragraph 5 shall be further subject to the provisions of Paragraph 10C and to any applicable restrictions set forth in Paragraph 14 hereof."

F. Paragraph 11A(1) of the Operating Agreement is hereby amended to read as follows:

"(1) Each of the owners of the Department Store Parcels and the Developer Parcel hereby grants to each of the other owners, their respective successors and assigns, for the benefit of the Department Store Parcels and the Developer Parcel, the perpetual (subject to termination upon abandonment as provided in Paragraph 21Q hereof), non-exclusive right, privilege and easement to use for pedestrian and vehicular traffic only, the strips of land over portions of each grantor's Parcel, the location and width of which strips of land are shown on the Phase A Site Plan and indicated thereon by cross-hatching, to provide ingress to and egress from their respective Parcels and Green Bay Road, Durand Avenue and the proposed roadway located adjacent to the easterly boundary of the Developer Additional Parcels, together with the rights and subject to the restrictions and reservations set forth in Paragraphs 11B and 11C."

G. Paragraph 12G (Term of Easements) is hereby re-designated Paragraph 12H and there is inserted as a new Paragraph 12G, the following:

"G. Easements for Attachment of Store Front and Exterior Building Treatment. Developer hereby grants to Sears, its successors and assigns, for the benefit of the Sears Parcel, the right, privilege and easement to utilize so much of a masonry wall heretofore constructed on the Developer Parcel contiguous to the south property line of the Sears Parcel as forms a common wall between the Enclosed Mall and the Future Major Store for the installation, maintenance, repair and replacement of store front improvements, including, but not limited to, signs, lights, entrances, marquees, canopies and the like and the further right, privilege and easement for any such improvements to encroach upon the Developer Parcel, provided that said encroachments do not encroach more than three (3) feet (or such greater amount as may be shown on plans and specifications approved by Developer). It is recognized that as part of the installation of such store front improvements by Sears, it will be necessary to remove portions of the existing masonry wall for entrance and/or show window purposes and Developer hereby grants to Sears such right of removal so long as the struc-

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tural integrity of the remaining portions of such wall is not impaired. Sears hereby grants to Developer, its successors and assigns, for the benefit of the Developer Parcel, the right, privilege and easement to install and maintain brick and other finish treatment on so much of the exterior of said masonry wall as may be necessary to make the improvements on the Developer Parcel and the Future Major Store compatible and the further right, privilege and easement for any such finish treatment to encroach upon the Sears Parcel, provided that said encroachments do not exceed one (1) foot (or such greater amount as may be shown on plans and specifications approved by Sears). Sears and Developer each agree to use due care in the exercise of the rights granted in this Paragraph 12G and Sears agrees to first obtain the consent of Developer, which consent shall not be unreasonably withheld or delayed, as to the methods and timing in the exercise of the rights herein granted to it. Sears further agrees, at its expense, to promptly repair, replace or restore any and all improvements of Developer which may be damaged or destroyed in the exercise of the rights granted to it hereunder and to defend and hold harmless Developer from all loss, liability, cost or expense incurred in connection of the exercise of the aforesaid rights, unless the same is due to the negligence of Developer."

H. Paragraph 14A(ii) of the Operating Agreement is hereby amended to read as follows:

"(ii) No occupancy of any building or buildings to be constructed or expanded on any Department Store Parcel or on the Developer Parcel shall be permitted unless and until there shall be provided, on such Parcel, improved ground level parking spaces for at least five (5) cars for each one thousand (1,000) square feet of Floor Area located within existing buildings or any expansion thereof or any additional building or buildings on such Parcel. No occupancy of any building or buildings to be constructed or expanded on any Fringe Land Parcel or on Developer Additional Parcel No. 1 or Developer Additional Parcel No. 2 shall be permitted unless and until there shall be provided, on such Parcel, improved ground level parking spaces for at least five (5) cars for each one thousand (1,000) square feet of Floor Area devoted to retail use (including restaurants and other uses not described below), two and one-half cars for each one thousand (1,000) square feet of Floor Area devoted to commercial office buildings, financial institutions and related uses and one (1) car for each four (4) seats in any theatre on Developer Additional Parcel No. 1 and one (1) car for each three (3) seats in any theatre on any Fringe Land Parcel or on Developer Additional Parcel No. 2. The owners of the Department Store Parcels, the Developer Parcel, the Fringe Land Parcels and the Developer Additional Parcels

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each agrees not to construct multi-level parking decks or garages on their respective Parcels except to the extent that the same shall be permitted or required by Paragraph 16 hereof following a taking by condemnation or eminent domain."

I. Paragraph 21D of the Operating Agreement is amended by inserting following Subparagraph 21D(d), the following new subparagraph:

"(e) If to Sears, when deposited in a United States Post Office, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

Sears, Roebuck & Co.
7447 Skokie Boulevard
Skokie, Illinois 60077

Attention: Real Estate Manager

Copy to:

Sears, Roebuck & Co.
Sears Tower
Chicago, Illinois 60684"

3. Developer hereby confirms to Sears, its successors and assigns, for the benefit of the Sears Parcel, the grant of all of the rights, privileges and easements pursuant to Paragraphs 11, 12A, 12B, 12C, 12D, 12E, 12G and 13 of the Operating Agreement, as hereinabove amended, in, over, across, under and through the Developer Parcel, as described herein, and, to the extent applicable, the Fringe Land Parcels, and Sears hereby confirms to Developer, its successors and assigns, for the benefit of the Developer Parcel, as described herein, and, to the extent applicable, the Fringe Land Parcels and the Developer Additional Parcels, the grant of all of the rights, privileges and easements pursuant to Paragraphs 11, 12A, 12B, 12C, 12D, 12E, 12G and 13 of the Operating Agreement, as hereinabove amended, in, over, across, under and through the Sears Parcel.

4. Developer hereby assigns to Sears, its successors and assigns, for the benefit of the Sears Parcel,

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all of the rights, privileges and easements granted to or declared by Developer under the Operating Agreement, including, without limiting the generality of the foregoing, all Access easements, Common Area easements, Perimeter Sidewalk easements, Construction easements, Support and Encroachment easements and Utility easements, in, over, across, under and through portions of the Parcels of the other Department Stores and, to the extent applicable, the Fringe Land Parcels and the Developer Additional Parcels, and the personal covenants and covenants running with the land (but expressly excluding, however, the covenants contained in any Supplemental Agreement with any other Department Store and the covenants and agreements of the other Department Stores contained in Paragraph 20 of the Operating Agreement), all to the extent that such rights, privileges, easements, covenants and agreements have been granted to Developer as the former owner of the Sears Parcel and relate directly to the operation and use of the Sears Parcel as the Future Major Store within the Shopping Center.

5. Sears hereby accepts the assignment by Developer contained in Section 4 hereof, confirms to each of the other parties hereto that the Sears Parcel is subject to all easements, obligations, covenants and agreements for the benefit of the Parcels of each of the other Department Stores imposed by the Operating Agreement, and assumes for the benefit of the parties hereto the obligations of Developer contained in the Operating Agreement to the extent that such obligations have been imposed upon Developer as the former owner of the Sears Parcel and relate to the use and operation of the Sears Parcel as part of the Shopping Center provided, however, that nothing contained shall obligate Sears to cure any prior defaults of Developer and nothing herein contained shall bind

Sears or the Sears Parcel to any obligations which apply generally to Developer except to the extent that they apply directly to the Sears Parcel and nothing herein contained shall obligate Sears or make Sears or the Sears Parcel liable for any obligations of Developer with respect to the Developer Parcel as herein defined.

6. Penney, Federated and Bergner each (i) hereby acknowledges and consents to the transfer of the Sears Parcel to Sears by Developer, (ii) agrees with Developer and Sears that by reason of the foregoing assignment by Developer to Sears and the foregoing assumption by Sears of Developer's obligations under the Operating Agreement relating to the ownership of the Sears Parcel and its operation and use as part of the Shopping Center, Sears and the Sears Parcel shall be entitled to all of the rights, privileges and easements granted pursuant to the Operating Agreement, as hereinabove amended, and the covenants and agreements, including personal covenants as well as covenants running with the land, set forth in the Operating Agreement, as hereinabove amended (but expressly excluding the covenants in any Supplemental Agreement between such party and Developer and the operating covenants of each such party contained in Paragraph 20 of the Operating Agreement), and (iii) agrees that Developer is hereby relieved of all of its obligations under the Operating Agreement, as hereinabove amended, with respect to the ownership of the Sears Parcel or its use and operation as part of the Shopping Center arising from and after the effective date of this First Amendment except with respect to any breach by Developer of any such obligations prior to the effective date hereof.

7. From and after the effective date hereof and for all purposes of the Operating Agreement, as hereinabove amended, each of the parties acknowledges and agrees that (i) Sears is a Department Store, (ii) the Sears Parcel is

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a Department Store Parcel, (iii) and Sears is a party within the definition of "parties" as set forth in Paragraph 1K of the Operating Agreement.

8. Except as expressly amended in this First Amendment, the Operating Agreement is hereby ratified and confirmed and shall be and remain in full force and effect. Notwithstanding the existence of any provisions of this First Amendment which specifically affirm any provisions of the Operating Agreement, no inferences are to be drawn that any provisions which are not specifically affirmed are inapplicable.

9. J. C. Penney Company, Inc., which executed Rider No. 1 to the Operating Agreement, joins in the execution of this First Amendment to (i) evidence its consent hereto, (ii) to extend the covenants contained in said Rider No. 1 for the benefit of Sears from and after the effective date hereof, and (iii) to acknowledge that this First Amendment shall not be deemed in any way to diminish its obligations as set forth in Rider No. 1, which obligations shall remain in full force and effect as to the covenants contained therein.

10. This First Amendment may be executed in several counterparts, each of which shall be deemed an original and all counterparts shall together constitute one and the same instrument. This First Amendment shall become effective upon the filing of a copy hereof for record in the Office of the Register of Deeds of Racine County, Wisconsin and, thereafter, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment as of the day and year first above written.

(Execution of this First Amendment is on six (6) separate pages numbered 10 through 15.)

VOL 1637 PAGE 278

(Attached to and forming part of a First Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc., The Chas. V. Weise Co. and Sears, Roebuck and Co.)

In the Presence of:

RACINE JOINT VENTURE

By _____
R. E. Jacobs, General Partner

By _____
David H. Jacobs, General Partner

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named R. E. Jacobs and David H. Jacobs, to me known to be the persons who executed the within and foregoing instrument, who acknowledged that they were duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that they did execute said instrument on behalf of said partnership and that the same is their free and voluntary act and deed as partners of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 22nd day of September, 1981.

_____
Notary Public

DAVID W. PANCOAST, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date
Section 147.03 R.C.

VOL 1637 PAGE 279

(Attached to and forming part of a First Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc., The Chas. V. Weise Co. and Sears, Roebuck and Co.)

In the Presence of:

Rita Bujnak

Margaret Evans

J. C. PENNEY PROPERTIES, INC.

By _____
Vice President

Attest _____
Assistant Secretary

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared A. H. AMON, JR., and Cornelius T. Dorans and Assistant Secretary, known to me to be the Vice President, respectively, of J. C. PENNEY PROPERTIES, INC., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York, this 13th day of October, 1981.

Donna M. Hirsch
Notary Public

DONNA M. HIRSCH
NOTARY PUBLIC, State of New York
No. 41-4525718
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1982

(Attached to and forming part of a First Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc., The Chas. V. Weise Co. and Sears, Roebuck and Co.)

In the Presence of:

FEDERATED DEPARTMENT STORES, INC.

By James B. Selbrowth
Senior Vice Pres...

Attest

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

BEFORE ME, a Notary Public in and for said County and State, personally appeared James B. Selbrowth and Harold P. Rosenberg, known to me to be the Senior Vice President and Asst. Secretary, respectively, of FEDERATED DEPARTMENT STORES, INC., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cincinnati, Ohio this 13th day of October, 1981.

Wendy E. Wilson
Notary Public

WENDY E. WILSON
Notary Public, State of Ohio
My Commission Expires April 29, 1985

(Attached to and forming part of a First Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc., The Chas. V. Weise Co. and Sears, Roebuck and Co.)

In the Presence of:

THE CHAS. V. WEISE CO.

By _____

Attest _____

STATE OF ILLINOIS)
) SS:
COUNTY OF PEORIA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Earl E. Cunion and L. David DaTrempe, known to me to be the Vice President and Assistant Secretary, respectively, of THE CHAS. V. WEISE CO., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Peoria, Illinois this 6 day of November, 1981.

Notary Public

Ann Geolett
Expire 8-31-82

(Attached to and forming part of a First Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc., The Chas V. Weise Co. and Sears, Roebuck and Co.)

In the Presence of:

SEARS, ROEBUCK AND CO.

APPROVED
0/766MW

By M. E. Burkholder
M. E. BURKHOLDER
EXECUTIVE VICE PRESIDENT

Attest
H. WARREN SIEGEL
ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared M. E. BURKHOLDER and H. WARREN SIEGEL, known to me to be the EXECUTIVE VICE PRESIDENT and ASSISTANT SECRETARY, respectively, of SEARS, ROEBUCK AND CO., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Skokie, Illinois this 16 day of November, 1981.

Notary Public
Michael Hirschtick
Expires 10.29.84

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(Attached to and forming part of a First Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc., The Chas. V. Weise Co. and Sears, Roebuck and Co.)

In the Presence of:

J. C. PENNEY COMPANY, INC.

By _____ Vice President

Attest _____ Assistant Secretary

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared A. H. AMON, JR. and Cornelius L. Dorans, known to me to be the Vice President and Assistant Secretary, respectively, of J. C. PENNEY COMPANY, INC., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

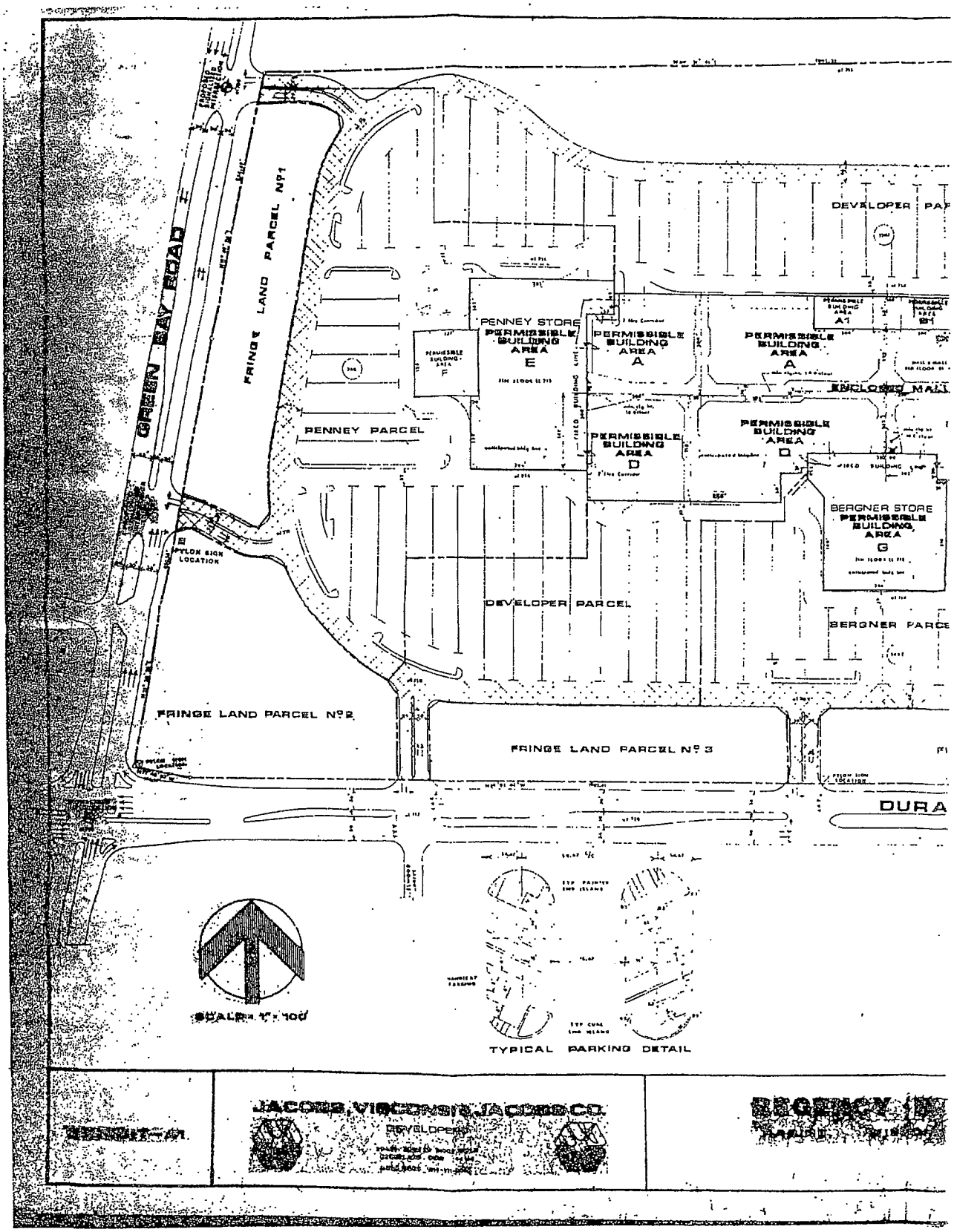
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York, this 13th day of October, 1981.

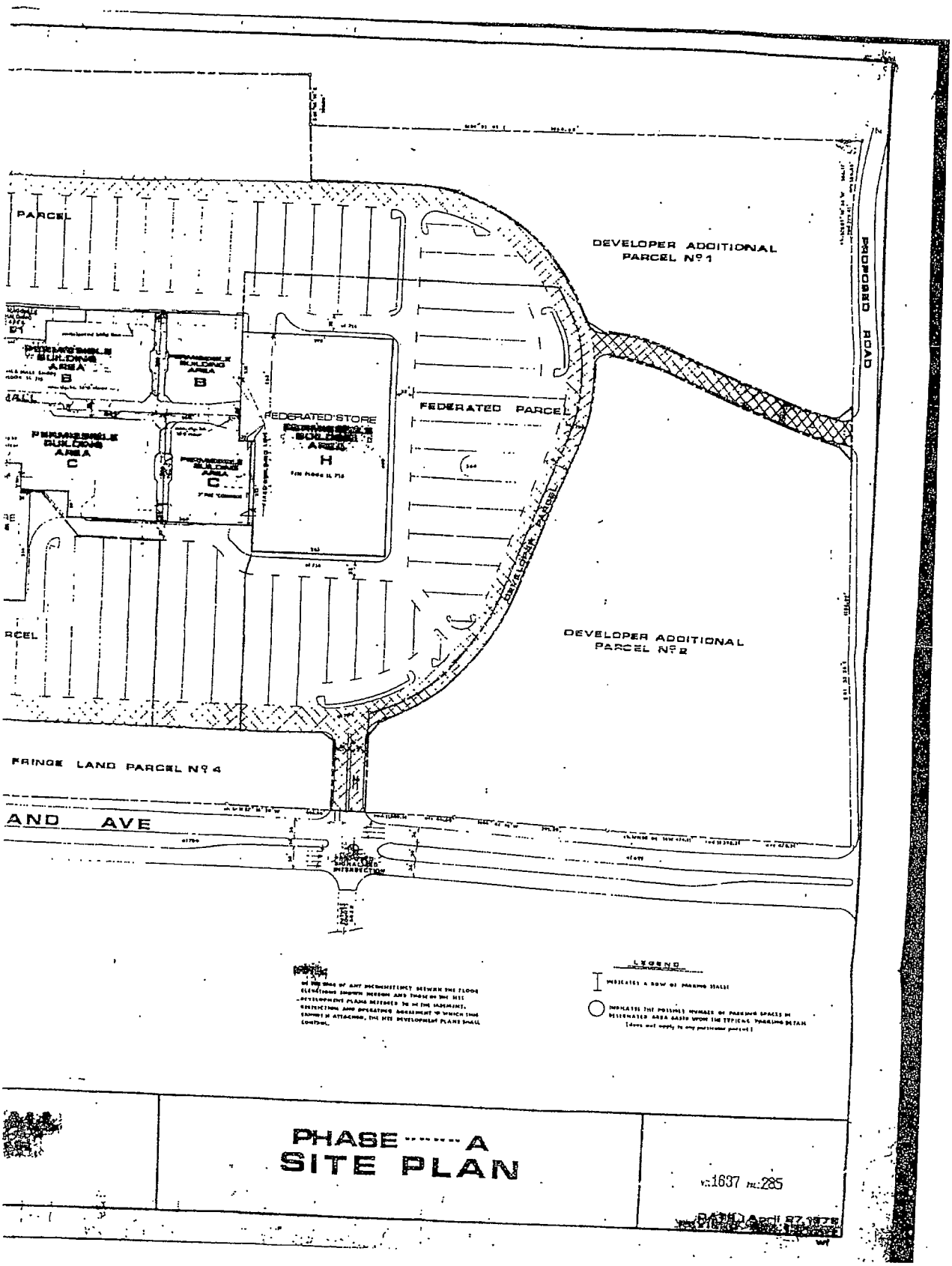
Notary Public

DONNA M. HIRSCH
NOTARY PUBLIC, State of New York
No. 41-4525718
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1982

This Instrument was Prepared By:

David W. Pancoast, Esq.
Jacobs, Visconsi & Jacobs Co.
25425 Center Ridge Road
Cleveland, Ohio 44145


GREEN BAY ROAD
FRINGE LAND PARCEL No 1
PENNEY PARCEL
PENNEY STORE
PERMISSIBLE BUILDING AREA E
PERMISSIBLE BUILDING AREA F
PERMISSIBLE BUILDING AREA A
PERMISSIBLE BUILDING AREA A
PERMISSIBLE BUILDING AREA D
PERMISSIBLE BUILDING AREA D
BERGNER STORE PERMISSIBLE BUILDING AREA G
DEVELOPER PARCEL
BERGNER PARCE
DEVELOPER PA
DEVELOPER MA
PYLON SIGN LOCATION
FRINGE LAND PARCEL No 2
FRINGE LAND PARCEL No 3
DURA
SCALE: 1" = 100'
TYPICAL PARKING DETAIL
JACOBS, WISCONSIN JACOBS CO.
DEVELOPER


PARCEL
DEVELOPER ADDITIONAL PARCEL Nº 1
PROPOSED ROAD
FEDERATED PARCEL
FEDERATED STORE
PERMISSIBLE BUILDING AREA
B
B
C
C
H
DEVELOPER ADDITIONAL PARCEL Nº 2
FRINGE LAND PARCEL Nº 4
AND AVE
LEGEND
INDICATES A ROW OF PARKING STALLS
PHASE ..... A
SITE PLAN
vol 1637 fol 285
DATED April 27 1978

NOTE

IN THE CASE OF ANY INCONSISTENCY BETWEEN THE FLOOR ELEVATIONS SHOWN HEREON AND THOSE ON THE SITE DEVELOPMENT PLANS REFERRED TO IN THE EASEMENT, RESTRICTION AND OPERATION AGREEMENT TO WHICH THIS EXHIBIT IS ATTACHED, THE SITE SITE DEVELOPMENT PLANS SHALL CONTROL.

LEGEND

INDICATES A ROW OF PARKING STALLS

INDICATES THE POSSIBLE NUMBER OF PARKING SPACES IN DESIGNATED AREA BASED UPON THE TYPICAL PARKING DETAIL.

(does not apply to any particular parcel)

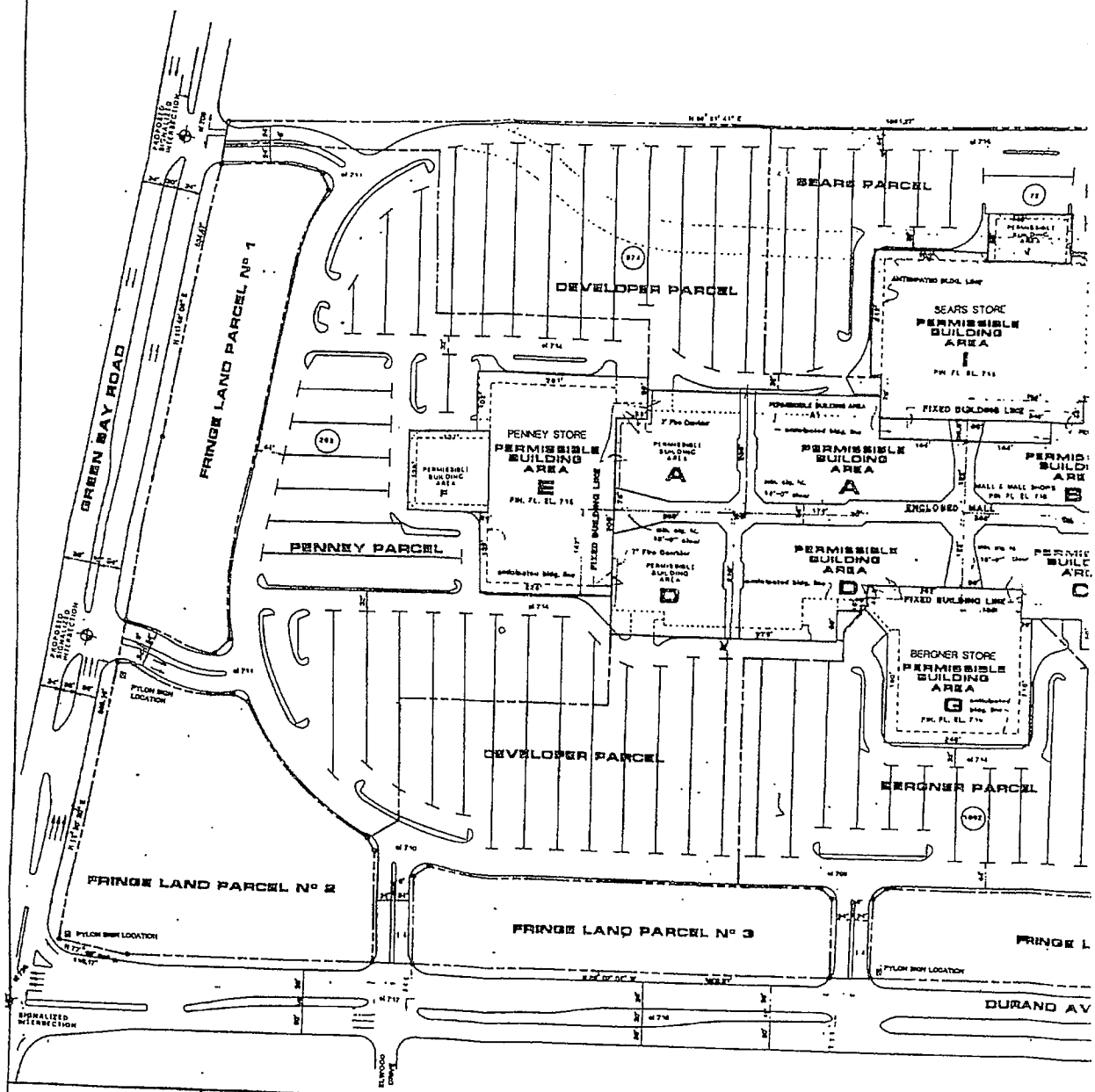


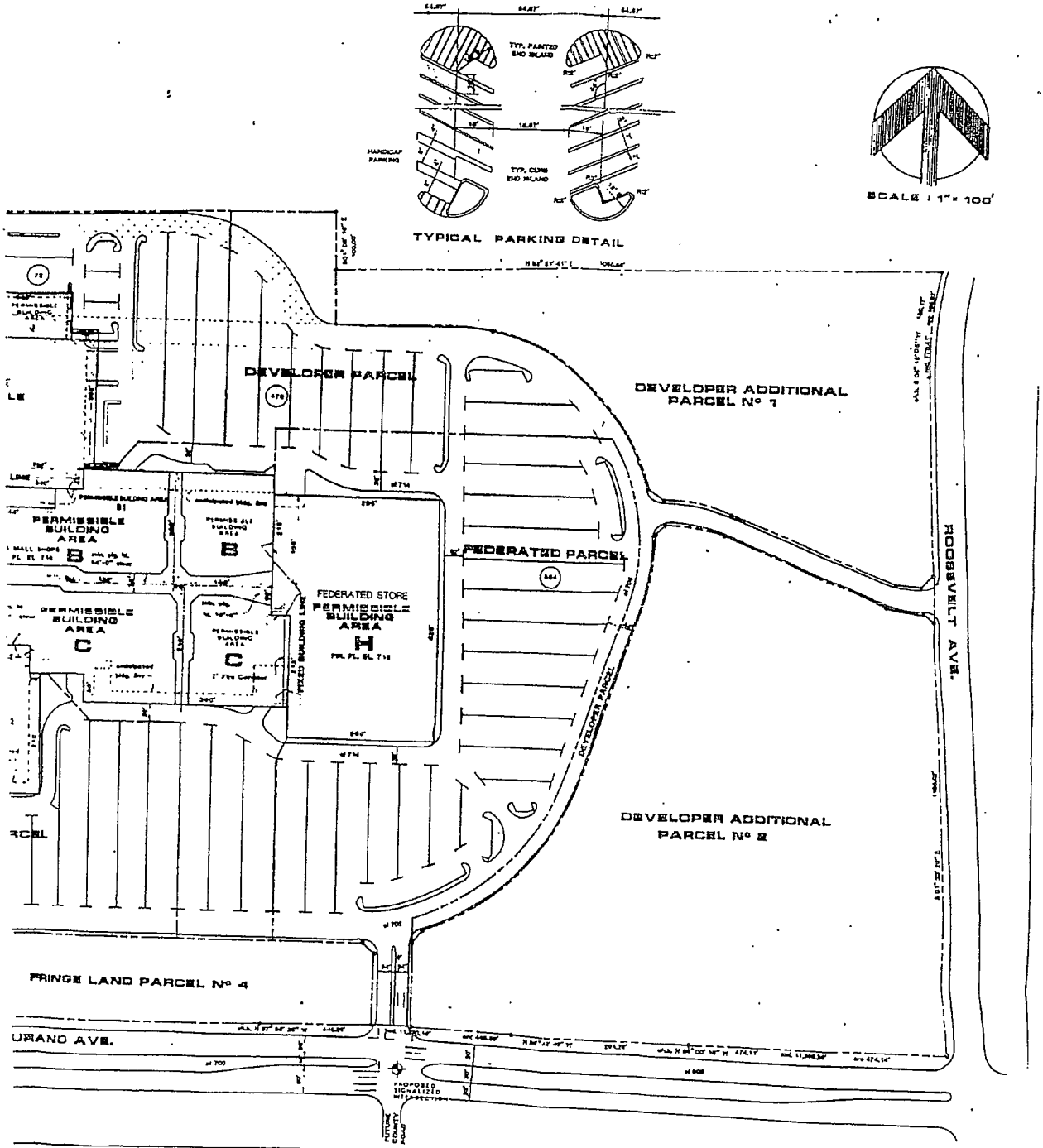
EXHIBIT "A"

JACOBS, VISCONSI & JACOBS CO.

DEVELOPERS

REGENCY

RACINE,



CY MALL

WISCONSIN

PHASE·····B

SITE PLAN

vol 1637 no 286

DRAWN BY	DATE APRIL 27, 1970
SCALE AS NOTED	JOB NUMBER
REVISED WT/D3	DATE FEB.D,1971
DRAWING NUMBER	

EXHIBIT B-1

DEVELOPER PARCEL

Being known as that part of the Southeast 1/4 and the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E, along the south line of the southeast 1/4 of said Section 24, 992.09 feet to a point; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, 1,507.63 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N00°57'56"E 180.85 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 30.31 feet bearing N29°22'20"W; thence, N76°05'21"E, 67.30 feet; thence, N00°57'56"E, 213.13 feet; thence, S89°02'04"E, 349.39 feet; thence, N00°57'56"E, 474.58 feet; thence, S89°02'04"E, 53.00 feet; thence, N00°57'56"E, 164.31 feet; thence, N89°02'04"W, 369.18 feet; thence, N00°57'56"E, 277.61 feet; thence, N89°02'04"W, 341.56 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°49'06"E, 35.00 feet; thence, N89°51'41"E, 886.27 feet; thence, S00°57'56"W, 411.88 feet; thence, S89°02'04"E, 200.05 feet; thence, S00°57'56"W, 67.00 feet; thence, S89°02'04"E, 342.00 feet; thence, N00°57'56"E, 28.00 feet; thence, S89°02'04"E, 26.25 feet; thence, N00°57'56"E, 14.50 feet; thence, S89°02'04"E, 41.75 feet; thence, N45°57'56"E, 52.33 feet; thence, S89°02'04"E, 150.94 feet; thence, N00°57'56"E, 414.76 feet; thence, N89°51'41"E, 176.86 feet; thence, S01°08'19"E, 201.80 feet; thence, S89°02'04"E, 212.55 feet; thence along the arc of a 360.00 foot radius curve, concave to the south, having a chord length of 435.74 feet bearing S51°47'28"E, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the north, having a chord length of 36.45 feet bearing S51°57'12"E, to a point of reverse curve; thence along the arc of a 340.00 foot radius curve, concave to the south, having a chord length of 134.42 feet bearing S77°57'29"E, thence, S66°33'26"E, 282.82 feet to a point of curve; thence along the arc of a 200.00 foot radius curve, concave to the north, having a chord length of 51.64 feet bearing S73°58'32"E; thence along the arc of a 30.00 foot radius curve, concave to the north, having a chord length of 46.02 feet bearing N48°31'10"E; thence, S01°33'26"E, 101.00 feet; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 40.00 feet bearing N43°22'19"W to a point of reverse curve; thence along the arc of a 240.00 foot radius curve, concave to the north, having a chord length of 77.66 feet, bearing N75°52'01"W, thence, N66°33'26"W, 282.82 feet to a point of curve; thence along the arc of a 300.00 foot radius curve, concave to the south, having a chord length of 103.73 feet bearing N76°30'43"W, thence along the arc of a 30.00

foot radius curve, concave to the south, having a chord length of 43.58 feet, bearing S46°57'04"W, to a point of reverse curve; thence, along the arc of a 360.00 foot radius curve, concave to the west, having a chord length of 128.71 feet bearing S10°40'06"W; thence, S20°57'56"W, 315.61 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 378.38 feet bearing S46°07'30"W, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 34.55 feet bearing S36°07'34"W; thence, N00°57'56"E, 44.71 feet; thence along the arc of a 423.00 foot radius curve, concave to the north, having a chord length of 371.56 feet bearing N47°01'06"E; thence, N20°57'56"E, 315.61 feet to a point of curve; thence along the arc of a 338.00 foot radius curve, concave to the west, having a chord length of 294.80 feet bearing N04°53'22"W, thence, N89°02'04"W, 607.27 feet; thence, S00°57'56"W, 331.16 feet; thence, S89°02'04"E, 32.00 feet; thence, S00°57'56"W, 213.00 feet; thence, S21°53'51"W, 42.83 feet; thence, S00°57'56"W, 306.00 feet; thence, N89°02'04"W, 164.01 feet; thence, N00°57'56"E, 367.00 feet; thence, N89°02'04"W, 159.69 feet; thence, N44°02'04"W, 113.14 feet; thence, N89°02'04"W, 40.00 feet; thence, N00°57'56"E, 50.00 feet; thence, N89°02'04"W, 262.00 feet; thence, S00°57'56"W, 35.50 feet; thence, S45°57'56"W, 50.91 feet; thence, S00°57'56"W, 58.50 feet; thence, N89°02'04"W, 160.36 feet; thence, S00°57'56"W, 367.00 feet; thence, N89°02'04"W, 421.16 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 101.47 feet bearing N82°29'17"W, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 46.99 feet bearing S52°30'44"W; thence, S00°57'56"W, 132.35 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N89°02'04"W, 65.00 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 25.794 acres to be the same more or less.

EXHIBIT B-7

SEARS PARCEL

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E, along the South line of the Southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, along the northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet, to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°30'26"E along the easterly right-of-way line of State Trunk Highway 31; 855.16 feet; thence, N11°49'06"E, continuing along the easterly right-of-way line of State Trunk Highway 31, 534.47 feet; thence, N89°51'41"E, 886.27 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, continuing N89°51'41"E, 798.14 feet; thence, S00°57'56"W, 414.76 feet; thence, N89°02'04"W, 150.94 feet; thence, S45°57'56"W, 52.33 feet; thence, N89°02'04"W, 41.75 feet; thence, S00°57'56"W, 14.50 feet; thence, N89°02'04"W, 26.25 feet; thence, S00°57'56"W, 28.00 feet; thence, N89°02'04"W, 342.00 feet; thence, N00°57'56"E, 67.00 feet; thence, N89°02'04"W, 200.05 feet; thence, N00°57'56"E, 411.88 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 8.221 acres to be the same more or less.

1099190

Register's Office
Racine County, Wis. } SS
Received for Record 10th day of November A.D. 1981 at 4:10 o'clock P. M. and recorded in Volume 1637 of Records on page 270-289

Helen M. Schuettler
Register of Deeds

39.00

1165931 1747-145

SECOND AMENDMENT TO EASEMENT,
RESTRICTION AND OPERATING AGREEMENT

AGREEMENT, made as of the 27th day of March, 1985, by and among RACINE JOINT VENTURE, a general partnership with offices at 25425 Center Ridge Road, Cleveland, Ohio 44145 ("Developer"), J.C. PENNEY PROPERTIES, INC., a Delaware corporation with offices at 1301 Avenue of the Americas, New York, New York 10019 ("Penney"), FEDERATED DEPARTMENT STORES, INC., a Delaware corporation with offices at 7 West Seventh Street, Cincinnati, Ohio 45202 ("Federated"), P.A. BERGNER & CO. OF ILLINOIS, successor by merger to The Chas. V. Weise Co., an Illinois corporation, with offices at 200 S.W. Adams Street, Peoria, Illinois 61626 ("Bergner"), SEARS, ROEBUCK AND CO., a New York corporation having its principal office at Sears Tower, Chicago, Illinois 60684 and its Midwestern Territorial Office at 7447 Skokie Boulevard, Skokie, Illinois 60077 ("Sears") and H.C. PRANGE COMPANY, a Wisconsin corporation, having an office at 2314 Kohler Memorial Drive, Sheboygan, Wisconsin 53081 ("Prange").

W I T N E S S E T H :

WHEREAS, Developer, Penney, Federated, and The Chas. V. Weise Co., predecessor-in-interest to Bergner, entered into a certain Easement, Restriction and Operating Agreement, made as of December 28, 1979, and recorded on December 28, 1979, in Volume 1545, Page 235, Register of Deeds of Racine County, Wisconsin (the "Easement, Restriction and Operating Agreement"), as amended by (i) the Guaranty annexed thereto as Rider No. 1, dated December 28, 1979, given by J.C. Penney Company, Inc. ("Penney Company") in favor of Developer, Federated and Bergner ("Rider No. 1"), and (ii) First Amendment to Easement, Restriction and Operating Agreement, made as of August 6, 1981, by and among

March 28, 1985

3639 03 28 2800 1

Register's Office
Racine County, Wis. } SS
Received for Record 28th day of
March A.D. 19 85 at 1:19
o'clock P. M. and recorded in Volume 1747
of Records on page 145-157

Helen M. Schuttler
Register of Deeds

23.00

VOL 1747 PAGE 145

Developer, Penney, Federated, Bergner and Sears, recorded in Volume 1637, Page 270, Register of Deeds of Racine County, Wisconsin (the "First Amendment") (the Easement, Restriction and Operating Agreement, Rider No. 1 and the First Amendment are hereinafter collectively referred to as the "Operating Agreement"); and

WHEREAS, Federated has, or is about to, convey to Bergner fee title to the Federated Parcel, together with the Federated Store (as such terms are defined in the Operating Agreement); and

WHEREAS, Bergner has, or is about to, enter into a lease (the "Lease") with Prange for the Bergner Store and the Bergner Parcel (as such terms are defined in the Operating Agreement); and

WHEREAS, the parties hereto desire to amend the Operating Agreement and to confirm, and more clearly set forth, their rights, obligations and continuing relationships in connection with the Operating Agreement, the Federated Parcel, the Federated Store, the Bergner Parcel and the Bergner Store.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. All of the capitalized terms used herein shall have the meanings ascribed to them in the Operating Agreement.

2. Prange hereby covenants (i) for the benefit of the Penney Parcel, the Federated Parcel, the Developer Parcel and the Sears Parcel, to observe, perform and be bound by all the terms, covenants and conditions of the Operating Agreement, as amended hereinafter, and (ii) for the benefit of Developer, to observe, perform and be bound by all the terms, covenants and conditions of the Supplemental Agreement, made

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as of December 28, 1979, between Developer and Bergner (the "Bergner Supplemental Agreement"), and, in addition, hereby assumes all of Bergner's obligations under the Operating Agreement and the Bergner Supplemental Agreement, as the case may be, in respect of the Bergner Parcel and the Bergner Store, from and after the date hereof, and for as long as the Lease remains in force and effect.

3. Bergner acknowledges that, notwithstanding the leasing of the Bergner Store and the Bergner Parcel to Prange pursuant to the terms of the Lease, and the covenants of Prange set forth in Paragraph 2 hereof, Bergner (i) for the benefit of the Penney Parcel, the Federated Parcel, the Developer Parcel and the Sears Parcel, shall remain liable for the observance and performance of all the terms, covenants and conditions of the Operating Agreement, and (ii) for the benefit of Developer, shall remain liable for the observance and performance of all the terms, covenants and conditions of the Bergner Supplemental Agreement to be observed or performed under the Operating Agreement and the Bergner Supplemental Agreement, as the case may be, in respect of the Bergner Parcel and the Bergner Store.

4. Bergner hereby covenants (i) for the benefit of the Penney Parcel, the Developer Parcel, the Sears Parcel and the Bergner Parcel, to assume, observe, perform and be bound by all the terms, covenants and conditions of the Operating Agreement, as amended hereinafter, and (ii) for the benefit of Developer, to assume, observe, perform and be bound by all the terms, covenants and conditions of the Federated Supplemental Agreement (as such term is defined in Paragraph 5 hereof), to be observed or performed under the Operating Agreement and the Federated Supplemental Agreement, as the case may be, in connection with the Federated Parcel and the Federated Store.

5. Notwithstanding the transfer of the Federated Store and the Federated Parcel to Bergner, the covenants of Bergner set forth in Paragraph 4 hereof and the provisions of Paragraph 21L of the Operating Agreement, Federated nevertheless covenants (i) for the benefit of the Penney Parcel, the Developer Parcel, the Sears Parcel and the Bergner Parcel, to remain liable for the performance of all of the terms, covenants and conditions of the Operating Agreement, and (ii) for the benefit of Developer, to remain liable for the performance of all of the terms, covenants and conditions of the Supplemental Agreement, made as of December 28, 1979, between Developer and Federated (the "Federated Supplemental Agreement"), to be observed or performed under the Operating Agreement and the Federated Supplemental Agreement, as the case may be, in respect of the Federated Parcel and the Federated Store. Federated agrees that the foregoing covenants and obligations shall also survive any further transfer of the Federated Store or the Federated Parcel, or any portion thereof.

6. Anything contained herein to the contrary notwithstanding, the provisions contained in Paragraphs 2, 3, 4 and 5 hereof inuring to the benefit of the Sears Parcel expressly exclude the covenants contained in Paragraphs 20A and 20C of the Operating Agreement.

7. Paragraph 20C of the Operating Agreement is hereby amended by adding the following provision: "Anything contained herein to the contrary notwithstanding, the name of said store also may be, or may include, the name 'H.C. Prange Company' or 'Prange's' or such other name as then may be used to identify the chain presently operating under such 'H.C. Prange Company' or 'Prange's' name; provided, however, such name shall not be, or include, the name 'Prange Way Discount Store' or 'Id Store' or such other name as then may be used

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to identify the division presently operating under such 'Prange Way Discount Store' or 'Id Store' name."

8. Penney Company, which executed Rider No. 1 and the First Amendment, joins in the execution of this Second Amendment (i) to evidence its consent hereto and (ii) to acknowledge that this Second Amendment shall not be deemed in any way to diminish its obligations as set forth in Rider No. 1, which obligations shall remain in full force and effect as to the covenants contained therein.

9. Except as herein expressly provided, the Operating Agreement, the Bergner Supplemental Agreement and the Federated Supplemental Agreement are hereby ratified and confirmed and remain in full force and effect.

10. This Second Amendment shall not be amended, modified or terminated orally, and may only be amended, modified or terminated by an instrument in writing executed by the parties hereto and in compliance with the provisions of the Operating Agreement.

11. This Second Amendment may be executed in several counterparts, each of which shall be deemed an original and all counterparts together shall constitute one and the same instrument. This Second Amendment shall become effective upon the filing of a copy hereof for record in the Office of the Register of Deeds for Racine County, Wisconsin and, thereafter shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the day and year first above written.

(Execution of this Second Amendment is on seven (7) separate pages numbered 6 through 12.)

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(Attached to and forming part of a Second Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J.C. Penney Properties, Inc., Federated Department Stores, Inc., P.A. Bergner & Co. of Illinois, Sears, Roebuck and Co. and H.C. Prange Company.)

In the Presence of:

RACINE JOINT VENTURE

By: _____
R.E. Jacobs, General Partner

By: _____
David H. Jacobs, General Partner

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named R.E. Jacobs and David H. Jacobs, to me known to be the persons who executed the within and foregoing instrument, who acknowledged that they were duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that they did execute said instrument on behalf of said partnership and that the same is their free and voluntary act and deed as partners of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 6th day of March, 1985.

_____
Notary Public
Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date
Section 147.03 R.C.

TAX KEY NUMBERS:

23876008	23876025	23876035
23876010	23876026	23876036
23876011	23876027	23876037
23876012	23876028	
23876013	23876029	
23876014	23876030	
23876020	23876031	
23876021	23876032	
23876023	23876033	
23876024	23876034	

(Attached to and forming part of a Second Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J.C. Penney Properties, Inc., Federated Department Stores, Inc., P.A. Bergner & Co. of Illinois, Sears, Roebuck and Co. and H.C. Prange Company.)

In the Presence of: J.C. PENNEY PROPERTIES, INC.

Helen Lendle By: A. Howard Amon
VICE PRESIDENT

William H. Lee Attest: Cornelius Dawson
ASSISTANT SECRETARY

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared A.Howard Amon, Jr., known to me to be a Vice President of J.C.PENNEY PROPERTIES, INC. the Corporation which executed the foregoing instrument, who acknowledged that he did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is his free act and deed as such officer and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York, this 1st day of March, 1985.

RITA BIRKALHS
NOTARY PUBLIC, State of New York
No. 41-4[illegible]
Qualified in [illegible] County
Certificate filed in New York County
Commission Expires March 30, 19 85

Rita Birkalhs
Notary Public

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(Attached to and forming part of a Second Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J.C. Penney Properties, Inc., Federated Department Stores, Inc., P.A. Bergner & Co. of Illinois, Sears, Roebuck and Co. and H.C. Prange Company.)

In the Presence of:

Susan L. Chin

Andrew M. Smith

FEDERATED DEPARTMENT STORES, INC.

By: _____
BORIS AUERBACH, VICE PRESIDENT

Attest: _____
SHELDON A. HALPERN, ASSISTANT SECRETARY

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Boris Auerbach and Sheldon A. Halpern, known to me to be the Vice President and Assistant Secretary, respectively, of FEDERATED DEPARTMENT STORES, INC., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York this 27th day of March, 1985.

Miriam N. Wortman

Miriam N. Wortman, Notary Public

MIRIAM N. WORTMAN
NOTARY PUBLIC, State of New York
No. 41-4721581
Qualified in Queens County
Commission Expires March 30, 19 86

(Attached to and forming part of a Second Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J.C. Penney Properties, Inc., Federated Department Stores, Inc., P.A. Bergner & Co. of Illinois, Sears, Roebuck and Co. and H.C. Prange Company.)

In the Presence of: P.A. BERGNER & CO. OF ILLINOIS

By: Earl E. Cussins

Attest: L. David de Prange

STATE OF ILLINOIS)
) SS:
COUNTY OF PEORIA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Earl E Cussins and A. David DeRenzo, known to me to be the Chairman Board and Asst. Secretary, respectively, of P.A. BERGNER & CO. OF ILLINOIS, the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Peoria, Illinois, this 4 day of March, 1985.

Notary Public

COMMISSION EXPIRES
8-31-85

(Attached to and forming part of a Second Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J.C. Penney Properties, Inc., Federated Department Stores, Inc., P.A. Bergner & Co. of Illinois, Sears, Roebuck and Co. and H.C. Prange Company.)

In the Presence of:

SEARS, ROEBUCK AND CO.

By: George B. Shaw
Facilities Planning Manager

APPROVED
JAS
D/766MW

Attest: John Lehrer
Assistant Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared George B. Shaw and John Lehrer, known to me to be the Facilities Planning Manager and Assistant Secretary, respectively, of SEARS, ROEBUCK AND CO., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Skokie, Illinois, this 5th day of March, 1985.

Thomas A. Seifert
Notary Public

COMMISSION EXPIRES
4-25-87

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(Attached to and forming part of a Second Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J.C. Penney Properties, Inc., Federated Department Stores, Inc., P.A. Bergner & Co. of Illinois, Sears, Roebuck and Co. and H.C. Prange Company.)

In the Presence of: H.C. PRANGE COMPANY

By: Ronald P. Blais

Attest: J.P. Blackstone

STATE OF WISCONSIN)
) SS:
COUNTY OF SHEBOYGAN)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Ronald P. Blais and J. P. Blackstone, known to me to be the Sr. Vice Pres. and Secretary, respectively, of H.C. PRANGE COMPANY, the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sheboygan, Wisconsin, this 1st day of March, 1985.

Notary Public

My Commission expires Oct. 26, 1986

(Attached to and forming part of a Second Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J.C. Penney Properties, Inc., Federated Department Stores, Inc., P.A. Bergner & Co. of Illinois, Sears, Roebuck and Co. and H.C. Prange Company.)

In the Presence of: J.C. PENNEY COMPANY, INC.

Helen Lendle By: _____
VICE PRESIDENT

William H. Lo Attest: _____
ASSISTANT SECRETARY

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared A.Howard Amon, Jr., known to me to be a Vice President of J.C.PENNEY COMPANY, INC., the Corporation which executed the foregoing instrument, who acknowledged that he did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is his free act and deed as such officer and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York, this 1st day of March, 1985.

Rita Bujnal
Notary Public

This Instrument Was Prepared By:

Alan A. Lascher, Esq.
Weil, Gotshal & Manges
767 Fifth Avenue
New York, New York 10153

1165931

CONSENT AND SUBORDINATION

The undersigned, TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, is the holder of a first Mortgage on the Developer Parcel (as described in the First Amendment to Easement, Restriction and Operating Agreement identified in the Second Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc., P. A. Bergner & Co. of Illinois, Sears, Roebuck and Co. and H. C. Prange Company dated as of March 27th, 1985 to which this instrument is appended) dated as of December 15, 1983 and recorded on December 16, 1983 in Volume 1699, Page 421, Register of Deeds of Racine County, Wisconsin ("TIAA Mortgage"), hereby consents to said Second Amendment to Easement, Restriction and Operating Agreement and subordinates the TIAA Mortgage and the lien thereof to said Second Amendment to Easement, Restriction and Operating Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Subordination this 6th day of March, 1985.

In the Presence of:

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

Ronald Bernhard

By _____
Vice President

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 6th day of March, 1985, before me personally came Kathleen Nelson, to me known, who being by me duly sworn, did depose and say that (s)he resides at 109 Bay Street E. Atlantic Beach, NY and that (s)he is the Vice President of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of trustees of said corporation and that (s)he signed his/her name thereto by like order.

_____
Notary Public

JEAN EGAN
NOTARY PUBLIC, State of New York
No. 41-4757460
Qualified in Queens County
Commission Expires March 30, 1986

3/5/85

28.00

RETURN TO RACINE TITLE

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1165930

RE-BERGNER-10A
032585
I.Regency (Fee)

1165930

AGREEMENT OF ASSIGNMENT, ASSUMPTION AND INDEMNITY

AGREEMENT, made as of 8:30 A.M. on the 28th day of March, 1985, between FEDERATED DEPARTMENT STORES, INC., a Delaware corporation, having an office at 7 West Seventh Street, Cincinnati, Ohio 45202 ("Assignor"), and P.A. BERGNER & CO. OF ILLINOIS, an Illinois corporation, having an office at 200 S.W. Adams Street, Peoria, Illinois 61626 ("Assignee").

W I T N E S S E T H :

WHEREAS, Assignor this day has conveyed all of its right, title and interest in and to certain real property (the "Premises") and the improvements located thereon (the "Store") situate in the City and County of Racine, State of Wisconsin, as more particularly described in Exhibit "A" annexed hereto and made a part hereof; and

WHEREAS, Assignor is a party under those certain documents (collectively, the "Operating Documents") as more particularly described in Exhibit "B" annexed hereto and made a part hereof relating to the Premises; and

WHEREAS, Assignor desires to assign, transfer and convey all of Assignor's right, title and interest in, to and

1747-128

March 28, 1985

Register's Office
Racine County, Wis. } SS
Received for Record 28th day of March A.D. 1985 at 1:17 o'clock P M. and recorded in Volume 1747 of Records on page 128-144
Helen M. Schultes
Register of Deeds

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3639 03 28 3600 1

120

under each of the Operating Documents upon the terms hereinafter set forth; and

WHEREAS, Assignee desires to accept the assignment of each of the Operating Documents and to assume all of Assignor's obligations and liabilities upon the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the Premises, the Store and One Dollar ($1.00) in hand paid by Assignee to Assignor, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Assignor hereby assigns to Assignee all its right, title and interest in, to and under each of the Operating Documents, to have and to hold the same unto Assignee, its successors and assigns, from and after the time and date hereof and for the remainder of the term of each of the Operating Documents, any renewals or extensions thereof, subject to the terms, covenants and conditions contained in each of the Operating Documents.

2. Assignee hereby accepts the assignment of each of the Operating Documents from Assignor and hereby assumes, and agrees to observe and perform, all the obligations, terms, covenants and conditions thereof to be observed or

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performed by Assignor thereunder from and after the time and date hereof.

3. Assignor hereby agrees to indemnify, hold harmless and defend Assignee from and against any and all loss, cost, liability, claim, damage or expense including, without limitation, reasonable attorneys' fees and disbursements, with respect to, or arising from, any of the Operating Documents prior to the time and date hereof.

4. Assignee hereby agrees to indemnify, hold harmless and defend Assignor from and against any and all loss, cost, liability, claim, damage or expense including, without limitation, reasonable attorneys' fees and disbursements, with respect to, or arising from, any of the Operating Documents from and after the time and date hereof.

5. The terms and conditions of Paragraphs 6 through 11 of this Agreement shall cease to be of any force or effect upon and after Assignor's release from all obligations and liability under all of the Operating Documents, whether such release arises directly out of the terms and conditions of the Operating Documents or by a valid and binding agreement executed by all of the parties thereto.

6. Assignee will furnish to Assignor certificates of insurance (or copies thereof) with respect to all insurance required to be maintained with respect to the Premises

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and the Store pursuant to the Operating Documents at such times as Assignee is required to furnish such certificates to any other party to the Operating Documents, and in any event promptly after request by Assignor, which request shall be made not more than once each year. Assignee will cause Assignor to be named as an additional insured under all liability insurance policies maintained by Assignee with respect to the Premises and the Store, so long as Assignee is required by the provisions of the Operating Documents to maintain the same, and provided Assignee shall be required to pay only administrative fees and charges in connection with such naming of Assignor as an additional insured. In the event additional premiums, fees or charges are required in connection therewith, Assignee shall so notify Assignor and Assignee shall not be required to continue to cause Assignor to be named as an additional insured unless and until Assignor shall agree to reimburse Assignee for such additional premiums, fees or charges. In no event shall Assignee be responsible for any costs or expenses, other than administrative fees and charges, in connection with the foregoing.

7. Assignee will furnish to Assignor, promptly after receipt, a copy of any notice received by Assignee from any party to any of the Operating Documents alleging any default on the part of Assignee under any such Operating

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Documents or the occurrence of any event, activity or failure to perform which, with the passage of time, could constitute a default on the part of Assignee under any of the Operating Documents. Assignee will furnish to Assignor, promptly after any request therefor, a written statement of Assignee certifying that (a) it has performed all of its material obligations required to be performed under any Operating Document as of the date of such statement and otherwise stating such of the material obligations it has not performed and the reasons therefor, and (b) it has furnished the notices required in the foregoing sentence of this Paragraph 7.

8. Assignee shall not be released from any of its covenants or obligations under this Agreement notwithstanding any sale, transfer, assignment or other conveyance by Assignee of the Premises and/or the Store or its rights under the Operating Documents and notwithstanding any release of Assignee which may be provided for in the Operating Documents.

9. If Assignee shall fail to perform any act on its part required to be performed under any of the Operating Documents and such failure shall continue beyond any cure period as may be set forth in the appropriate Operating Documents after notice thereof from Assignor or any party to the Operating Documents, and after any and all disputes between Assignee and any party to the Operating Documents with res-

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pect thereto shall have been finally determined, Assignor may (but shall not be obligated to) perform such act without waiving or releasing Assignee from any of its obligations relating thereto. All reasonable sums paid or costs directly incurred by Assignor in so performing such act shall be payable by Assignee to Assignor on demand, together with interest thereon at a rate equal to one percent (1%) per annum above the prime rate published from time to time by Morgan Guaranty Trust Company of New York but in no event higher than the maximum rate permitted from time to time by applicable law, from the date of demand until payment by Assignee to Assignor. Assignor shall have the right to enter upon the Premises and the Store and do all things reasonably necessary or appropriate to perform such act for such time as may be reasonably necessary or appropriate. Without limiting the generality of the foregoing, if Assignee fails to comply with any covenant to operate the Store set forth in any of the Operating Documents, Assignor shall have the right to cure or attempt to cure any such failure.

10. (a) In the event Assignee shall be adjudged a bankrupt or insolvent, or Assignee shall file a voluntary petition in bankruptcy, or Assignee shall have a petition in bankruptcy file against it and such petition is not dismissed within ninety (90) days thereafter, then Assignor shall have

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the right to purchase the Premises, the Store and all fixtures and equipment located therein (the "Property") for a purchase price (the "Purchase Price") equal to the fair market value of the Property, which fair market value shall be determined on the basis of the highest and best use (subject to Paragraph 11(c) and on a going concern basis if such is the case at the time of the appraisal), determined by appraisal as set forth below, by giving the Assignee a notice (the "Purchase Notice") at any time thereafter. The Purchase Notice may be given prior to or subsequent to the determination of fair market value.

(b) Either party may commence the appraisal procedure by designating an appraiser by written notice to the other party. Within five (5) days after such notice, the party receiving such notice shall designate an appraiser by written notice to the party giving the initial notice. In the event that the party receiving the initial notice fails to designate an appraiser within such five (5) day period, the appraiser designated by the party giving the initial notice shall proceed to determine the fair market value of the Property. In the event that the party receiving the initial notice does select an appraiser within such five (5) day period, the two (2) appraisers so selected shall agree upon a third appraiser within five (5) days after the selection of

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the second appraiser. In the event that the two (2) appraisers are unable to select the third appraiser within such five (5) day period, the third appraiser may be selected by a judge of a Wisconsin court of competent jurisdiction upon motion by either Assignor or Assignee. All appraisers shall be members of the American Institute of Real Estate Appraisers with at least five (5) years' experience in appraising commercial properties. Upon selection of the three (3) appraisers, they shall meet to determine the fair market value of the Property, and each shall render his or her decision as to such value within twenty (20) days after the selection of the third appraiser. Such fair market value shall be the arithmetic average of the two closest appraisals. Such fair market value shall be binding upon Assignor and Assignee. The appraisers shall be given a copy of this Paragraph 10, which shall serve as their instructions.

(c) The fair market value of the Property shall be determined by the appraisers after taking into account all of the relevant circumstances affecting the Property, including but not limited to, the terms, covenants, conditions and restrictions set forth in the Operating Documents and all other liens or encumbrances affecting the Property. Without limiting the generality of the foregoing, the effect of the oper-

ating covenant (the "Operating Covenant") set forth in Paragraph 20A of the Operating Agreement (as such term is defined in Exhibit "B" hereto) upon the value of the Property shall be taken into account by the appraisers.

(d) The closing of the purchase shall occur on the twentieth day after the Purchase Notice. If the closing occurs prior to the determination of fair market value, the Purchase Price shall be paid in two (2) installments, the first which shall be in the amount of Fifty Thousand Dollars ($50,000) and shall be paid at the time of the closing, and the second of which shall be in the amount of the balance of the Purchase Price and shall be paid on the twentieth day after the determination of the fair market value by the appraisers. Otherwise, the entire Purchase Price shall be paid at the time of the closing. Assignor shall be entitled to offset against the Purchase Price or any installment thereof any amounts payable to Assignor by Assignee pursuant to the terms and conditions of this Agreement, including but not limited to Paragraph 9 hereof.

(e) The closing shall take place at the offices of Quarles and Brady, 780 North Water Street, Milwaukee, Wisconsin.

11. (a) Promptly after the completion of the preparation of Assignee's annual financial statements, but not

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later than one hundred twenty (120) days after the last day of each fiscal year, Assignee shall provide to Assignor a certificate, executed by the chief financial officer of Assignee, to the effect that the net worth of Assignee, on a consolidated basis as at the end of such fiscal year, determined in accordance with generally accepted accounting principles, is not less than Fifteen Million Dollars ($15,000,000). In the event such chief financial officer fails to deliver such certificate meeting such requirements, Assignee shall notify Assignor in writing and representatives of Assignee and Assignor shall meet promptly at a mutually acceptable time and place to discuss Assignee's financial condition. If Assignor reasonably determines that Assignee's financial condition materially impairs its ability to perform the Operating Covenant, Assignor shall have the right to require Assignee to deliver a letter of credit, bond or other security for the performance of the Operating Covenant (the "Security"), in an amount not to exceed the lesser of Two Million Dollars ($2,000,000) or the amount of damages reasonably foreseeable by reason of a breach of the Operating Covenant, as reasonably determined by Assignor. The Security shall remain at such amount for a period of one (1) year from the date of delivery of the Security, and thereafter shall be adjusted, from time to time, to an amount equal to the amount

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of damages then reasonably foreseeable by reason of a breach of the Operating Covenant, as reasonably determined by Assignor; provided, however, in no event shall the Security, or the aggregate of all sums payable under the Security, exceed the amount of Two Million Dollars ($2,000,000). The Security shall be required only so long as the net worth of Assignee (or any other party which becomes obligated under the Operating Covenant and assumes the obligations of Assignee to Assignor to perform the Operating Covenant, or which guarantees to Assignor performance of the Operating Covenant, but only so long as such assumption or guaranty is effective) is less than the amount set forth above.

(b) The Security shall be held solely for the purposes of securing to Assignor Assignee's obligations to comply with the Operating Covenant in the event of Assignee's bankruptcy. In the event Assignee shall be adjudged a bankrupt or insolvent, or Assignee shall file a voluntary petition in bankruptcy, or Assignee shall have a petition in bankruptcy filed against it and such petition is not dismissed within ninety (90) days, Assignor shall have the right to be reimbursed from the Security for any and all reasonable costs and expenses incurred by Assignor in connection with Assignor's causing compliance with the Operating Covenant as a result of any breach thereof by Assignee, and for any and

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all losses, damages or expenses reasonably sustained by Assignor by reason of such breach. Assignor's right to draw upon the security shall arise only in the event of such bankruptcy.

12. All notices, requests, demands, and their communications hereunder shall be in writing (including telex or facsimile transmission confirmed in writing) and shall be deemed to have been duly given when delivered, if personally delivered, or within five (5) days after the same have been deposited in the United States mails, if mailed first class, postage prepaid, certified or registered mail, return receipt requested or otherwise acknowledged as received if by other means:

(a) To Assignor:

Federated Department Stores, Inc.
7 West Seventh Street
Cincinnati, Ohio 45202
Attn: Boris Auerbach
Vice President and Secretary

(b) To Assignee:

P. A. Bergner & Co. of Illinois
331 West Wisconsin Avenue
Milwaukee, Wisconsin 53203
Attn: Alan R. Anderson
Chairman of the Board

with a copy to:

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Weil, Gotshal & Manges
767 Fifth Avenue
New York, New York 10153
Attn: Gerald S. Backman, Esq.

or to such other address or to such other person as Assignor or Assignee shall have last designated by notice to the other party.

13. Each right, power and remedy herein conferred is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter provided by law or in equity, including, without limitation, the rights of specific performance and injunction, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient. The exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or therafter any other right, power or remedy; and no delay or omission in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

14. This Agreement shall not be amended, modified or terminated orally, and may only be so amended, modified or terminated by an instrument in writing executed by the parties hereto.

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15. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Wisconsin.

16. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

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

ATTEST:

Sheldon A. Halpern,
Assistant Secretary

FEDERATED DEPARTMENT STORES, INC.,
Assignor

By: _____
Boris Auerbach, Vice President

ATTEST:

L. David DeTrempe,
Assistant Secretary

P.A. BERGNER & CO. OF ILLINOIS,
Assignee

By: _____
Earl E. Cunion, Vice Chairman
of the Board

This Instrument Was Prepared By:

Alan A. Lascher, Esq.
Weil, Gotshal & Manges
767 Fifth Avenue
New York, New York 10153

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ACKNOWLEDGMENTS

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

Personally came before me this 28th day of March, 1985, Boris Auerbach, Vice President, and Sheldon A. Halpern, Assistant Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

Miriam N. Wortman
Miriam Wortman, Notary Public
MIRIAM N. WORTMAN
NOTARY PUBLIC, State of New York
No. 41-4721581
Qualified in Queens County
Commission Expires March 30, 1986

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

Personally came before me this 28th day of March, 1985, Earl E. Cunion, Vice Chairman of the Board, and L. David DeTrempe, Assistant Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice Chairman of the Board and Assistant Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

Miriam N. Wortman
Miriam Wortman, Notary Public
MIRIAM N. WORTMAN
NOTARY PUBLIC, State of New York
No. 41-4721581
Qualified in Queens County
Commission Expires March 30, 1986

I. Regency

Exhibit "A"

The Premises

All that certain plot, piece or parcel of land, situate, lying and being in the southeast quarter and the southwest quarter of section 24, town 3 north, range 22 east, and more particularly bounded and described as follows:

Commencing at the southeast corner of the southwest quarter of said section 24; thence south 89 degrees 28 minutes 36 seconds east along the south line of the southeast quarter of said section 24, 992.09 feet; thence north 01 degreees 33 minutes 26 seconds west, 61.18 feet to a point on the northerly right-of-way of State Trunk Highway 11; thence north 88 degrees 00 minutes 16 seconds west, 474.11 feet; thence north 86 degrees 48 minutes 46 seconds west, 291.28 feet; thence north 87 degrees 16 minutes 07 seconds west, 183.30 feet; thence north 87 degrees 53 minutes 10 seconds west, 65.00 feet to the point of beginning of this description; thence north 00 degrees 57 minutes 56 seconds east, 123.00 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 43.96 feet bearing north 46 degrees 08 minutes 44 seconds west to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 32.79 feet bearing south 88 degrees 51 minutes 16 seconds west; thence north 89 degrees 02 minutes 04 seconds west, 115.21 feet; thence north 00 degrees 57 minutes 56 seconds east, 306.00 feet; thence north 21 degrees 53 minutes 51 seconds east, 42.83 feet; thence north 00 degrees 57 minutes 56 seconds east, 213.00 feet; thence north 89 degrees 02 minutes 04 seconds west, 32.00 feet; thence north 00 degrees 57 minutes 56 seconds east, 331.16 feet; thence south 89 degrees 02 minutes 04 seconds east, 607.27 feet; thence along the arc of a 338.00 foot radius curve, concave to the west, having a chord length of 294.80 feet bearing south 04 degrees 53 minutes 22 seconds east; thence south 20 degrees 57 minutes 56 seconds west, 315.61 feet to a point of curve; thence along the arc of a 423.00 foot radius curve, concave to the north, having a chord length of 371.56 feet bearing south 47 degrees 01 minutes 06 seconds west; thence south 00 degrees 57 minutes 56 seconds west, 195.48 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence along the arc of an 11,520.16 foot radius curve, concave to the south, having a chord length of 65.00 feet bearing north 87 degrees 53 minutes 10 seconds west, to the point of beginning of this description, lying and being in the City of Racine, County of Racine, State of Wisconsin.

PARCEL NO. II - RESTRICTION PARCEL: Rights under Declaration of Restriction dated December 28, 1979 and recorded in the Office of the Register of Deeds of Racine County, Wisconsin on the 28th day of December 1979 in Volume 1545 Records, beginning at page 385 and known as Document Number 1066873.

1165930

EXHIBIT "B"

Operating Documents

1. Easement, Restriction and Operating Agreement (the "Operating Agreement"), dated December 28, 1979, among Racine Joint Venture ("RJV"), Federated Department Stores, Inc. ("Federated"), J. C. Penney Properties, Inc. ("Penney") and Chas. V. Weise Co. ("Weise"), and recorded on December 28, 1979, in Volume 1545 of Records, Page 235, as Document No. 1066872.

2. First Amendment to the Operating Agreement, dated August 6, 1981, among RJV, Federated, Penney, Weise and Sears, Roebuck and Co. ("Sears"), and recorded on October 29, 1981, in Volume 1637 of Records, Page 270, as Document No. 1099190.

TAX KEY NUMBERS:

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RETURN TO RACINE TITLE

1421605

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2262-1

June 9, 1993

CONSTRUCTION AND OPERATING AGREEMENT

THIS CONSTRUCTION AND OPERATING AGREEMENT (the "Agreement") is made as of the 8th day of June, 1993, by and between RACINE JOINT VENTURE, a general partnership with offices at 25425 Center Ridge Road, Cleveland, Ohio 44145 (the "Developer"), and TACO BELL CORP., a California corporation with offices at 17901 Von Karman, Irvine, California 92714 ("Taco Bell").

W I T N E S S E T H:

WHEREAS, Developer, J. C. Penney Properties, Inc. ("Penney"), Federated Department Stores, Inc. ("Federated") and The Chas. V. Weise Co. ("Bergner") entered into a certain Easement, Restriction and Operating Agreement as amended and further described below (the "ERO") dated December 28, 1979 and recorded in Volume 1545 of Records, at Page 235, as Document No. 1066872 in the office of the Register of Deeds of Racine County, Wisconsin, which ERO created certain rights, privileges and easements and imposed certain covenants, restrictions and conditions on the respective parcels of land owned by Developer, Penney, Federated and Bergner as more fully described therein in connection with the development of the unified regional enclosed mall shopping center in Racine, Wisconsin known as Regency Mall;

WHEREAS, Developer, Penney, Federated, Bergner and Sears, Roebuck and Co. ("Sears") entered into a certain First Amendment to Easement, Restriction and Operating Agreement dated as of August 6, 1981 and recorded on November 10, 1981 in Volume 1637 of Records, at Page 270, as Document No. 1099190 in the office of the Register of Deeds of Racine County, Wisconsin, for the purpose of amending the ERO as more fully provided therein in connection with the development of Regency Mall;

REGISTER'S OFFICE }
RACINE COUNTY, WI } SS
RECORDED

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REGISTER OF DEEDS

23876-029 VOL 2262 PAGE 1

T.S. # 23876-030

R- 39638 Return to KB

WHEREAS, Developer, Penney, Federated, Bergner, Sears and H.C. Prange Company ("Prange") entered into a certain Second Amendment to Easement, Restriction and Operating Agreement dated as of March 27, 1985 and recorded on March 28, 1985 in Volume 1747 of Records, at Page 145,as Document No. 1165931 in the office of the Register of Deeds of Racine County, Wisconsin for the purpose of amending the ERO as more fully provided therein in connection with the development of Regency Mall;

WHEREAS, Taco Bell has acquired from Developer by instrument of even date herewith recorded in the office of the Register of Deeds of Racine County, Wisconsin in Volume 2261 of Racine at Page 985-986, a parcel of land containing approximately 1.641 acres as more particularly described in Exhibit A attached hereto, which parcel of land is part of Fringe Land Parcel No. 2 as that term is defined in the ERO, and Taco Bell proposes to develop plans for and cause the construction of two (2) restaurant buildings and attendant parking facilities on such parcel (said parcel of land is referred to herein as the "Taco Bell Parcel"); and

WHEREAS, in furtherance of such development, the parties desire to create certain rights, privileges and easements and to impose certain covenants, restrictions and conditions upon the Taco Bell Parcel which are in addition to those created and imposed by the ERO, and to confirm the interrelationship between the Taco Bell Parcel and other parcels comprising Regency Mall.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

For and in consideration of the foregoing and the mutual covenants and agreements herein contained, Developer and Taco Bell hereby agree as follows:

1. Definitions. In addition to the terms defined in the foregoing recitals, any capitalized terms herein shall have the meanings set forth in the ERO if defined therein, and in

addition, as used in this Agreement, the following terms shall have the following meanings:

(A) Developer Parcel. The term "Developer Parcel" shall mean the parcel of land owned by Developer which is shown and denominated as such on the Site Plan attached hereto as Exhibit B (and a legal description of which appears in Exhibit B-1 of the ERO).

(B) Effective Date. The term "Effective Date" shall mean the date upon which a fully executed copy of this Agreement is filed for recording with the Office of the Register of Deeds of Racine County, Wisconsin.

(C) Final Plans and Specifications. The term "Final Plans and Specifications" shall mean Taco Bell's plans and specifications for the Restaurants and site improvements, including Common Area improvements, elevations, exterior materials, grading, parking and utility layout and landscaping, which Plans and Specifications have previously been or shall have been prior to the recording of this Agreement, approved and initialed by Developer. Developer agrees that its approval of such Plans and Specifications shall not be unreasonably withheld provided that such Plans and Specifications comply in all respects with the Minimum Design Standards.

(D) Minimum Design Standards. The term "Minimum Design Standards shall mean the Minimum Design Standards attached hereto as Exhibit D.

(E) Restaurants. The term "Restaurants" shall mean collectively (i) a one-story restaurant building containing not more than one thousand (1,000) square feet of Floor Area to be constructed by Taco Bell on the Taco Bell Parcel as provided herein, and (ii) a second one-story restaurant building containing not more than two thousand five hundred (2,500) square feet of Floor Area to be constructed by Taco Bell on the Taco Bell Parcel as provided herein. The Restaurants shall not exceed twenty-five feet (25') in height.

(F) Shopping Center. The term "Shopping Center" means Regency Mall which is presently comprised of the Developer Parcel, Penney Parcel, Bergner Parcel, Sears Parcel, Prange Parcel, Fringe Land Parcels and lease parcels, and the buildings and other improvements constructed thereon at any time.

2. Construction by Taco Bell .

(A) Restaurants, Common Areas and Utilities. Taco Bell agrees at its expense to construct or cause to be constructed on the Taco Bell Parcel in strict compliance with the provisions of this Section 2, and in accordance with Final Plans and Specifications, the following:

(i) Building improvements consisting of the Restaurants which shall be located wholly within the areas designated as "Permissible Building Area" on the enlarged-scale Site Plan attached as Exhibit C hereto. All mechanical equipment shall be located within the Restaurant buildings or, upon prior approval of Developer, both as to appropriate screening and location, on the roof or the exterior of the Restaurant buildings. As part of its construction of the Restaurants, Taco Bell agrees that it will construct perimeter sidewalks next adjacent to the Restaurant buildings and will install all landscaping between the exterior of the restaurant buildings and such perimeter sidewalks, if any.

(ii) The improvement of all of the Common Areas on the Taco Bell Parcel including driveways, paved parking areas, a fully operable parking lot lighting system, drainage facilities, sidewalks, curbing and islands, striping of parking areas, necessary traffic parking control signs, directional and identification signs and landscaping.

(iii) Extension to and within the Taco Bell Parcel of all utilities necessary for the operation of the Restaurants. Prior to the Effective Date hereof, Taco Bell shall have verified the present location of such utilities including water, storm and sanitary sewers, electric, telephone and gas, and shall have satisfied itself of the location of such utilities as being either within the Taco Bell Parcel, or within ten feet (10') of the property line thereof.

(B) Commencement and Completion of Construction. Taco Bell agrees that it shall complete construction of the Common Area improvements to be constructed upon and within the

Taco Bell Parcel, and all interior fixturing within the Taco Bell Restaurant building, and shall open at least the Taco Bell Restaurant building for business on or before the date which is two (2) years following the Effective Date hereof, subject only to unavoidable delays as defined in Section 9(O) hereof. With respect to each individual Restaurant building, Taco Bell agrees that it shall complete the construction of such building within one hundred eighty (180) days following its commencement.

(C) Compliance with Building and Zoning Laws. The Restaurants and other improvements referred to in Subsection 2(A) and any alterations or additions thereto shall comply with the applicable building and zoning laws of the state, county, municipal or other subdivision in which the Taco Bell Parcel is situated, including all laws, ordinances, orders, rules, regulations and requirements of all federal, state, county and municipal governments and regulations of the National Board of Fire Underwriters or any other body now or hereafter constituted performing similar functions in Racine County, Wisconsin. Taco Bell agrees that it will use reasonable efforts to obtain, at its expense, all necessary government approvals, authorizations, permits and certificates of occupancy necessary to permit the construction and operation of the Restaurants and other improvements on the Taco Bell Parcel for the purposes contemplated by this Agreement.

(D) Consultation During Construction. In order to minimize interference by construction on the Taco Bell Parcel with the ongoing business of the Shopping Center and to better insure the safety of those entering upon the Shopping Center during the period of such construction, Taco Bell agrees to consult with Developer from time to time and to implement measures to maximize safety and minimize interference with the ongoing business of the Shopping Center, including, but without

limitation, (i) the erection of construction barricades adequate to restrict the public's access to areas involved in Taco Bell's construction and to provide security for any areas for contractors' offices and storage of materials and supplies, (ii) the confining of all materials and equipment to staging areas on the Taco Bell Parcel or at locations to be approved by Developer, which approval shall not be unreasonably withheld, (iii) the exercise by Taco Bell of its reasonable efforts to have its contractors, agents and employees park only within such areas as may be approved by Developer, (iv) the exercise by Taco Bell of its reasonable efforts to have its contractors, agents and employees use only the Green Bay Road access points to the Shopping Center and to utilize only such portions of the roadways within the Shopping Center as Developer shall designate for heavy equipment traffic, deliveries of materials and the like and the removal of all construction spoil and debris, and (v) the removal of all dirt, spoil and construction debris attributable to Taco Bell's construction from the Shopping Center at regular intervals. Taco Bell further agrees that in the event that during the course of its construction of the Restaurants and the other improvements to be constructed on the Taco Bell Parcel, Taco Bell or its contractors, agents or employees shall damage any of the improvements presently constructed within the Shopping Center, Taco Bell shall be responsible for the repair or replacement of the improvements so damaged. Developer and Taco Bell each further agrees that in the event that it shall undertake construction of new improvements or the alteration or expansion of any existing improvements at any time during the term of this Agreement, such construction shall comply with the Minimum Design Standards and shall be performed at such times and in such manner so as to interfere with the ongoing business within the Taco Bell Parcel

or the Shopping Center, as the case may be, as little as may be reasonably possible under the circumstances and such party performing such construction shall be responsible for and shall repair or replace any improvements on the Parcel of the other party, including building improvements and Common Area improvements, which may be damaged during the course of and by reason of such construction.

(E) Removal of Liens. Taco Bell hereby agrees to indemnify and hold Developer and the Developer Parcel, the Fringe Land Parcels and Developer Additional Parcels, as the case may be, harmless from any and all loss, cost, damages and expense arising out of any liens or claims for work or labor done or to be done or for materials furnished or to be furnished with respect to construction performed by Taco Bell pursuant to this Agreement. In the event any claim, action or lien is filed against one (1) or more of the Developer Parcel, the Fringe Land Parcels or the Developer Additional Parcels in connection therewith, Taco Bell shall cause such lien to be removed therefrom by bonding or otherwise within thirty (30) days after receiving written notice of such lien.

3. Confirmation and Grant of Easements.

(A) Access Easements. Developer and Taco Bell each acknowledges that by virtue of Paragraphs 11(A)(2) and 11(A)(3) of the ERO, a perpetual (subject to termination as provided in the ERO), non-exclusive right, privilege and easement to use, for pedestrian and vehicular traffic only, the strips of land on the Developer Parcel, the Penney Parcel, the Federated Parcel, the Bergner Parcel and the Sears Parcel shown on the Site Plans which are exhibits to the ERO ("Access Easements") has been granted or declared for the benefit of the Taco Bell Parcel to provide ingress to and egress from such Parcel and Green Bay Road, Durand Avenue and Roosevelt Avenue subject, in all respects, however, to the rights, restrictions

and reservations (including the right to relocate same) applicable to the use of such strips of land and roadways constructed thereon as set forth in Paragraphs 11(B) and 11(C) of the ERO. In addition to observing all such restrictions and reservations regarding the use of the Access Easements established by the ERO, Taco Bell agrees that it will not, without first securing the prior approval of Developer, alter, relocate or otherwise modify the driveway curbcuts to be constructed by Taco Bell at the locations shown on the Site Plan once the same are completed nor construct any additional driveway curbcuts from the Taco Bell Parcel and Taco Bell further agrees that so long as the Access Easements continue to benefit the Taco Bell Parcel, and so long as no hamburger-based restaurant operator in direct competition with Taco Bell (such as, but not limited to, Wendy's, McDonald's, Hardee's or Burger King) or other convenience-food operation offering drive-thru service, which restaurant or convenience store is or may be located on Fringe Land Parcels No. 3 or 4 shall enjoy direct access (by way of a curb cut) to either Green Bay Road and/or Durand Avenue, Taco Bell will not apply for direct access to Green Bay Road from the Taco Bell Parcel. Developer agrees that for so long as the Access Easements depicted by crosshatching on Exhibit B hereto provide the sole means of ingress to and egress from the Taco Bell Parcel, the existing circulation roadway which adjoins the Taco Bell Parcel will not be relocated without first securing the approval of Taco Bell, which approval shall not be unreasonably withheld provided that Developer shall substitute substantially similar means of access. Taco Bell acknowledges the existence of a non-exclusive easement over the Access Drive located on the Taco Bell Parcel connecting the circulation roadway on the Developer Parcel with the Olive Garden Parcel immediately to the south of the Taco Bell Parcel.

(B) Utility Easements. Developer and Taco Bell each hereby acknowledge that by virtue of Paragraph 13(A) of the ERO, a perpetual (subject to termination as provided in the ERO), non-exclusive right, privilege and easement to install, tie into, use, maintain, repair and replace utility facilities comprising the Utility Loop System (as defined in such Paragraph 13(A) has been granted or declared for the benefit of the Taco Bell Parcel, subject, in all respects, however, to the rights, restrictions, obligations and reservations applicable to the use of such Utility Loop System and any Underground Trunk Mains (as defined in Paragraph 13(B) of the ERO) as set forth in Paragraphs 13(B), 13(C) and 13(D) of the ERO. Taco Bell further acknowledges that pursuant to the ERO, Developer has heretofore constructed as part of the initial Utility Loop System, water lines, storm sewers and a sanitary sewer line to and within the Taco Bell Parcel at the locations which are shown on the Site Plan attached hereto as Exhibit C and agrees that Developer, Penney, Federated, Bergner and Sears and their respective successors and assigns shall each have the non-exclusive right, privilege and easement to continue to use such existing Utility Loop System facilities in, on, under and through the Taco Bell Parcel upon and subject to all of the terms, covenants and conditions with respect to the exercise of such rights as set forth in Paragraph 11(A) of the ERO. Developer hereby agrees that in the event that it shall be determined necessary for Developer to grant to either Taco Bell or any serving utility any additional easement(s) to permit the extension of utilities to or within the Taco Bell Parcel as required by Section 2(A)(iii) hereof, Developer will grant such easements so long as the granting thereof does not unreasonably interfere with either existing or proposed development by Developer.

4. Restrictive Covenants.

(A) Restrictions Imposed by ERO. Taco Bell recognizes that the Taco Bell Parcel, by virtue of being part of the original Fringe Land Parcel No. 2, as described in the ERO, is subject to certain obligations and limitations imposed by the ERO, including, but without limitation, the following:

(i) The right and obligation to cause a dedication of utility facilities within the Taco Bell Parcel comprising the Utility Loop System and/or the Underground Trunk Mains, together with appropriate easements therefor to governmental authorities or appropriate private utility companies, all as provided in Paragraph 13(C) of the ERO;

(ii) The obligation to keep in good order, condition and repair, at Taco Bell's expense, each utility lateral or line which exclusively serves its building improvements from the point of connection with the Utility Loop System and the obligation to maintain portions of the Utility Loop System located within the Taco Bell Parcel and the obligation to contribute to maintenance of portions of the Utility Loop System outside the Taco Bell Parcel, all as provided in Paragraph 13(D) of the ERO;

(iii) The parking ratio requirement imposed by Paragraph 14 (A)(ii) of the ERO;

(iv) The sign restrictions contained in Paragraph 14(A)(vi) and Exhibit C attached to the ERO (Developer hereby agreeing that Taco Bell may install one ground monument sign for each of the Restaurants in accordance with, and as permitted by the ERO, provided that the design, size and location of such signs shall be subject to the prior approval of Developer);

(v) The waiver of claims for losses and damages by reason of risks insured or required to be insured under policies of casualty insurance, all as provided in Paragraph 17(A)(ii) of the ERO; and

(vi) The conditions, restrictions and obligations that would be imposed upon the Taco Bell Parcel were the same added to the Shopping Center Site, as provided in Paragraph 18 of the ERO.

Taco Bell hereby agrees to adhere to and to be bound by each of the obligations and restrictions imposed on it and the Taco Bell Parcel by the ERO so long as such obligations and restrictions continue pursuant to the ERO. Developer agrees to promptly give

notice to Taco Bell of any claims, actions or demands that may be made against Developer arising out of any purported violation of or non-compliance with the terms, conditions and restrictions of the ERO by Taco Bell. Taco Bell covenants and agrees that it will indemnify Developer and hold Developer harmless from and against all claims, actions, demands and judgments suffered or incurred as a result of Taco Bell's violation of or non-compliance with the terms, conditions and restrictions of the ERO and to reimburse Developer for all reasonable costs and expenses incurred by Developer by reason thereof, provided Developer has given notice to Taco Bell of the violation and Taco Bell shall have failed to cure same within any prescribed time for such cure. Notwithstanding the foregoing, it is understood and agreed between the parties that to the extent that any rights granted to, or obligations imposed on, either party by this Agreement shall conflict with any rights granted or obligations imposed by the ERO, the terms of this Agreement shall control.

(B) Restrictions on Use of Taco Bell Parcel. Taco Bell agrees with Developer, for the benefit of the Developer Parcel, that for so long as the Developer Parcel shall be used for commercial purposes, the Taco Bell Parcel and the improvements thereon shall be used solely for fast-food restaurants offering quality foods and beverages, or such other use as is not incompatible with the nature of the Shopping Center, does not violate any restriction or restrictive or exclusive covenant of record, and is not among the following uses, which shall be prohibited throughout the term hereof:

(i) a bar, nightclub, music hall or disco,

(ii) a bowling alley,

(iii) a billiard or bingo parlor,

(iv) a flea market,

(v) a massage parlor,

(vi) a funeral home,

(vii) a facility for the sale of paraphernalia for use with illicit drugs,

(viii) a facility for the sale or display of pornographic materials (as determined by community standards for the area in which the Shopping Center is located),

(ix) an offtrack betting parlor,

(x) a carnival, amusement park or circus,

(xi) a gas station, car wash or auto repair or body shop,

(xii) a facility for the sale of new or used motor vehicles, trailers or mobile homes,

(xiii) any use which is illegal or dangerous, constitutes a nuisance or is inconsistent with an integrated, community-oriented retail and commercial shopping center,

(xiv) a skating rink,

(xv) retail electronics "super store" (but excluding incidental sales of electronic products as one merchandise line among several,

(xvi) service-oriented offices (such as, by way of example, medical office or clinic, employment offices, travel agencies, law office or clinic, real estate agencies or dry cleaning establishments) or other non-retail uses except for offices and storage facilities incidental to a primary retail operation,

(xvii) a banquet hall, auditorium or other place of public assembly,

(xviii) a training or educational facility (including, without limitation, a beauty school, barber college, reading room, or school or other facility catering primarily to students or trainees rather than customers),

(xix) a theater of any kind,

(xx) a gymnasium, sport or health club or spa, or

(xxi) any use which would, by its nature, require more parking spaces than are required as a minimum by applicable Governmental requirements or ERO provisions.

5. Taco Bell Opening Covenant; Restrictions on Transfer of Title.

(A) Taco Bell Opening Covenant. Taco Bell agrees with Developer, for the benefit of the Developer Parcel, that it shall open each Restaurant for business, and will initially operate or cause each such Restaurant to be operated under the name "Taco Bell" and "Hot 'n Now", respectively, and in strict compliance with the use restrictions set forth in Paragraph 4(C) hereof during such hours as shall be customary for other restaurants with the same concept operated by Taco Bell in the Milwaukee, Wisconsin metropolitan area. A temporary cessation of business to make alterations or repairs, or a temporary cessation of business caused by fire or other casualty, strike, picketing or labor dispute or other circumstances which are reasonably beyond Taco Bell's control (other than financial inability) shall not be deemed a discontinuation of the operation of the Restaurants. Notwithstanding the foregoing, it is understood and agreed that Taco Bell shall have the right to operate or cause the Restaurants to be operated as and under the name utilized by another chain of theme restaurants owned or controlled by Taco Bell Corp. and that to the extent that the same may be necessary, Taco Bell may temporarily close the Restaurants for remodeling or alterations necessary to make the Restaurants compatible with the operation by such chain; provided always that such alterations or exterior modifications shall be subject to the restrictions contained in the ERO and the plans for such alterations or modifications shall be subject to the prior approval of Developer.

(B) Developer Right to Repurchase. Taco Bell agrees that in the event that Taco Bell shall elect to discontinue operation of either or both of the Restaurants on the Taco Bell Parcel in other than a temporary cessation as

described in Section 5(A), and such discontinuance of operation continues for a period of twelve (12) months, Developer shall have the option to purchase the Taco Bell Parcel and the improvements thereon upon such terms and for such purchase price as are set forth in a certain unrecorded Supplement to Construction and Operating Agreement by and between Developer and Taco Bell of even date herewith (the "Supplement"). Nothing herein shall be construed to relieve Taco Bell of its obligation to maintain the Common Areas on the Taco Bell Parcel to at least the standards of maintenance then being used by Developer with respect to the remainder of the Shopping Center, nor to diminish any rights of Developer to enforce Taco Bell's maintenance obligations hereunder, irrespective of Developer's right to repurchase herein.

(C) Restriction on Transfer of Title. Taco Bell agrees that any transfer of the fee simple title, or any leasehold interest in and to the Taco Bell Parcel or any portion of the Taco Bell Parcel during the term hereof shall be subject to the restrictions set forth for the benefit of the Developer Parcel in the Supplement, except that Taco Bell may effect (i) a transfer by way of Mortgage Deed to an institutional lender, (ii) a sale/leaseback or other financing arrangement requiring the transfer of its fee interest in connection with the financing of the improvements constructed on the Taco Bell Parcel, or (iii) a transfer to a parent, subsidiary or affiliate of Taco Bell, (which shall hold title subject to the restriction contained in this Section 5(C)) without, in each case, complying with the terms and conditions set forth in the Supplement, which give Developer a right of first refusal to purchase the Taco Bell Parcel in the event Taco Bell shall elect to transfer same. Throughout the term of this Agreement, Taco Bell shall not convey a leasehold or fee interest in less than the entire

Taco Bell Parcel without the prior written consent of Developer which consent shall not be unreasonably withheld provided all terms and conditions of this Agreement shall be complied with.

6. Maintenance.

(A) Maintenance of Buildings and Common Area. Taco Bell covenants and agrees that it will, at its own expense, keep and maintain the Restaurants, all other building improvements and the Common Areas on the Taco Bell Parcel in good order, condition and state of repair, including, without limitation, keeping all Common Areas and the improvements thereon at all times in a clean, unlittered, orderly and sanitary condition; keeping all parking and directional signs and striping on the Common Areas clear, distinct and legible; promptly removing to the extent practicable, snow, ice and surface waters; repairing, replacing and renewing all Common Area lighting as may be necessary, and planting, caring for and re-planting all landscaped portions of the Common Areas. In the event that Taco Bell shall fail to perform such maintenance, Developer may, but shall not be required to, upon providing Taco Bell with ten (10) days notice and opportunity to cure during said ten (10) days, perform such maintenance on behalf of Taco Bell, charging Taco Bell therefor Developer's cost of such maintenance together with an administration fee of fifteen percent (15%) of the total of such cost. Developer covenants that with respect to the area subject to the Access Easements and the Common Areas located on the Developer Parcel, it will, at its own expense (subject, however, to the contribution to be made by Taco Bell as hereinafter provided), keep and maintain the same in good order and condition and state of repair, including, without limitation, keeping the same at all times in a clean, unlittered, orderly and sanitary condition; keeping all parking and directional signs and striping clear, distinct and

legible; promptly removing to the extent practicable, snow, ice and surface waters; repairing, replacing and renewing all Common Area lighting as may be necessary; and planting, caring for and replanting all landscaped portions of the Common Area. In consideration of Developer's agreement to maintain the area subject to the Access Easements and such Common Area, Taco Bell agrees to pay to Developer as a contribution toward such maintenance cost, the sum set forth in the Supplement.

(B) Maintenance of Utility Facilities and Utility Loop System. Taco Bell hereby agrees to maintain, at its own cost and expense, all of the utility laterals to be installed by it pursuant to Section 2(A)(iii) hereof from their point of connection with the Utility Loop System installed by Developer or the service lines of the local serving utilities and to maintain, at its cost and expense, the facilities comprising a part of the Utility Loop System (being water lines, storm sewer lines and a sanitary sewer) heretofore constructed by Developer within the Taco Bell Parcel. With respect to such maintenance of the Utility Loop System, Taco Bell shall be entitled to receive any contribution due by reason thereof pursuant to Paragraph 13(D) of the ERO. In the event that the necessity for repair or maintenance of any utility facilities or the Utility Loop System shall arise from the negligent acts of Developer or Taco Bell , as the case may be, the party responsible for such negligence giving rise to the need for repairs or maintenance shall be responsible therefor and shall reimburse the party required to perform such maintenance or repairs for the entire cost thereof.

(C) Lighting of Common Areas. Taco Bell agrees that during any period when the Restaurants is open for business and for reasonable periods after such hours, Taco Bell will, at its expense, keep the Common Area on the Taco Bell Parcel lighted and open to the public, but in no event shall Taco Bell

be obligated to light the Common Area after 10:30 P.M. unless Taco Bell is open for business later than such time. Taco Bell further agrees to keep lighted, for security purposes, seven (7) days each week during the hours of darkness, such light(s) in the Common Area on the Taco Bell Parcel as are designated as "Security Lighting" on the plans and specifications for Common Area improvements prepared and submitted to Developer by Taco Bell. The obligations of Taco Bell to so light the Common Area as provided herein shall be subject to any applicable governmental regulations now or hereafter established which limit the use of energy or hours of operation.

7. Insurance and Indemnity.

(A) Fire and Extended Coverage Insurance. Taco Bell agrees at all times commencing with the start of construction on the Taco Bell Parcel and continuing thereafter until the expiration of seven (7) years following the opening for business of the Restaurants and so long thereafter as the Restaurants shall be operated, to keep the Restaurants and other improvements on the Taco Bell Parcel insured, at its expense, against loss or damage from causes that are from time to time included as covered risks under standard insurance industry practices within the classification of broad form fire and extended coverage or all-risk coverage insurance in an amount equal to not less than ninety percent (90%) of the actual replacement cost thereof under policies issued by solvent and responsible insurance companies authorized to do business in the State of Wisconsin. Taco Bell and Developer recognize and confirm that by reason of Paragraph 17(A)(ii) of the ERO, each has waived all rights of recovery and causes of action against the other and any of the Department Stores for any damage to the improvements located on their respective Parcels, whether caused by negligence or otherwise, if said damage results from any of

the perils or risks which can be covered by the type of policies described in Paragraph 17(A)(i) of the ERO. Taco Bell may satisfy its insurance requirements in this Section 7(A) by self-insuring, provided that its net worth exclusive of goodwill is at all times hereunder at least $30,000,000.

(B) Liability Insurance. Taco Bell and Developer each agrees that commencing with the start of construction of improvements on the Taco Bell Parcel and at all times continuously thereafter until the expiration of the term of this Agreement, it will carry and maintain comprehensive public liability insurance covering injuries to person and damage to property occasioned by accident occurring on its respective Parcel (Taco Bell as to the Taco Bell Parcel and Developer as to Developer Parcel); such insurance to be in amounts not less than One Million Dollars ($1,000,000) for personal injury to or death of any one person, Two Million Dollars ($2,000,000) for personal injury to or death of any number of persons arising out of any one accident and One Million Dollars ($1,000,000) for damage to property. The insurance required hereunder may be maintained under a blanket policy or policies covering other premises, property or insureds. Taco Bell may satisfy its insurance requirements in this Section 7(B) by self-insuring, provided that its net worth exclusive of goodwill is at all times hereunder at least $30,000,000.

(C) Indemnification. Taco Bell and Developer each hereby agrees, on behalf of itself and its respective successors and assigns, to indemnify, defend and hold harmless the other against all claims, costs, expenses (including reasonable attorneys fees) and liabilities arising from the death of or any accident, occurrence, injury, loss or damage whatsoever caused to any natural person or to the property of any third party as shall occur in or on the Taco Bell Parcel, or the Developer Parcel and such of the Fringe Land Parcels and the

Developer Additional Parcels as Developer may own from time to time, respectively, during the period from the date hereof to and including the expiration date of this Agreement or arising out of any act or omission whatsoever of negligence or fault on its part or on the part of its agents, servants or employees within the Taco Bell Parcel, the Shopping Center, the Fringe Land Parcels and the Developer Additional Parcels, unless caused in whole or in part by the party so indemnified. Taco Bell and Developer further agree to maintain contractual liability insurance insuring its obligations set forth in the preceding sentence.

8. Damage and Restoration. In the event the Restaurants or any improvements located on the Taco Bell Parcel shall be damaged or destroyed by casualty of the type required to be insured against under the provisions of Section 7(A) hereof, Taco Bell shall elect, by giving written notice of its election to Developer within three (3) months following the occurrence of such damage or destruction, to rebuild, repair or restore the Restaurant or Restaurants to the same extent and to the same general apperance as existed immediately prior to such damage or destruction, or to raze the Restaurant or Restaurants and to promptly pave the ground thereunder and maintain the same as Common Area. In the event either or both of the Restaurants shall be damaged by fire or other casualty at any time following the expiration or termination of the restriction set forth in Section 4(B) that the Taco Bell Parcel be used only for Restaurant purposes, Taco Bell shall, subject to compliance with the options to purchase on the part of Developer referred to in Section 5(B) hereof, have the right to raze the Restaurants and to restore the Taco Bell Parcel to Common Areas and otherwise to a safe and sightly condition, and/or thereafter construct building improvements for any use not prohibited by this

Agreement. Notwithstanding anything herein to the contrary, in the event Taco Bell elects initially to raze the Restaurants and pave the portion of the Taco Bell Parcel thereunder, Taco Bell nevertheless shall have the right at any time thereafter to construct any new building improvements not prohibited by this Agreement. In the event of any such damage or destruction, Taco Bell covenants and agrees that (a) construction or repair of the Restaurants or other improvements which Taco Bell is required or elects to rebuild, repair or restore pursuant to this Paragraph 8 shall be commenced within nine (9) months and completed and ready for occupancy within eighteen (18) months after such damage or destruction occurs, and (b) the razing of any building improvements which Taco Bell is required or elects to raze pursuant to this Paragraph 8 shall be commenced within six (6) months and such razing shall be completed and such ground paved within twelve (12) months after such damage or destruction occurs, as the case may be. Taco Bell further agrees that it will furnish to Developer for Developer's approval, a copy of the plans and outline specifications of the Restaurants to be rebuilt, repaired or restored in the event that the exterior of the Restaurants to be so rebuilt, repaired or restored is different in any material respect from the original Restaurants constructed by Taco Bell.

9. Miscellaneous.

(A) Supplemental Instruments. Developer and Taco Bell each agree to join in the execution of a written instrument or instruments in recordable form and cause the same to be filed for record, from time to time upon the request of either party hereto, for the purpose of evidencing (i) the date when the Restaurants on the Taco Bell Parcel open for business, and (ii) the date of expiration of the various restrictions, easements and covenants contained herein.

(B) No Joint Venture. Nothing contained in this Agreement shall be construed to make the parties hereto, or their successors or assigns, partners or joint venturers or to render any of said parties liable for the debts or obligations of the other, except as in this Agreement expressly provided.

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

(D) Notices. Any notice, approval, request or demand required by or permitted under this Agreement shall be in writing and shall be deemed given:

(i) if to Developer, when deposited in United States Post Office, certified mail, return receipt requested, postage prepaid and addressed as follows:

Racine Joint Venture
c/o The Richard & David
Jacobs Group, Inc.
25425 Center Ridge Road
Cleveland, Ohio 44145-4122

Attention: General Counsel

(ii) if to Taco Bell, when deposited in United States Post Office, certified mail, return receipt requested, postage prepaid and addressed as follows:

Taco Bell Corp.
17901 Von Karman
Irvine, California 92714

Attention: Legal Department/Real Estate
Site No. 81-0006,01-1093

or to such other address as the owner of a Parcel may from time to time specify in writing to the other owner(s).

(E) Headings. The Paragraph and subparagraph headings herein are for convenience and reference only and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

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

(G) Partial Invalidity. If any provisions, or portions thereof, of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(H) Agreements to be in Writing. No agreements shall be effective to add to, change, modify, waive or discharge this Agreement, in whole or in part, unless such Agreement is in writing and signed by the parties to be bound.

(I) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all counterparts shall together constitute one and the same instrument.

(J) Limitation of Liability. Taco Bell agrees that in the event that Developer fails to observe, fulfill or perform any covenant, term or condition of this Agreement on its part to be observed, fulfilled or performed and, as a consequence of such default, Taco Bell recovers a money judgment against Developer, such judgment shall be satisfied (subject to the rights of any mortgagee, its successors or assigns, whose

lien predates the filing of the complaint which results in such judgment), only out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title and interest of Developer in the Developer Parcel and out of rents or other income from such property received by Developer and none of the members of the partnership referred to herein as Developer shall be liable for any deficiency. Notwithstanding anything herein to the contrary, in the event that there shall be diversity of ownership of the Developer Parcel, any Fringe Land Parcels and/or the Developer Additional Parcels, default by any owner of any such Parcel or any portion thereof or a violation or breach of any covenant or obligation by the owner of any other such Parcel(s) or portion thereof with respect thereto shall not be deemed a default by the then owner of the other Parcel(s). If Taco Bell shall obtain a judgment that shall entitle it to assert a lien as a result of any such default by the owner of any such Parcel(s), such lien shall be asserted only against the Parcel(s) of the defaulting owner.

(K) Release of Liability Following Transfer of Title. The obligations set forth in this Agreement shall not be deemed to be personal to or binding upon either party hereto with respect to its Parcel(s) described herein, or any portion thereof, transferred in fee by such party provided such transferee of title has expressly assumed in writing all of the obligations to be performed by such party hereunder with respect to the Parcel(s) or portions thereof so transferred and provided, further, that no such transfer shall relieve either party of liability for any breach of the terms, provisions or conditions of this Agreement occurring prior to such transfer. The transferee in any sale, transfer or other conveyance of either party's Parcel(s), or any portion hereof, shall, by its acceptance of an instrument of conveyance, be deemed to have

automatically assumed all provisions of this Agreement that such party was heretofore obligated to perform as respects the Parcel(s) or part thereof so conveyed and agrees, upon request from the other party hereto to execute an instrument, in recordable form, which is legally sufficient evidence of such assumption. In addition, if any party transfers an interest in all or any portion of its Parcel(s) to secure indebtedness by way of mortgage, deed of trust or in connection with a sale/leaseback or lease/subleaseback transaction, such party or any affiliate retains or acquires a possessory interest by way of lease or otherwise on the Parcel(s) or portion thereof so transferred, then so long as such party has such possessory interest, the owner of fee simple title to the Parcel(s) of such party or portion thereof in the case of a sale/leaseback financing transaction may be, shall not be deemed to have assumed the obligations of such party, it being agreed that such party shall remain liable for the performance thereof and that performance by such party of such obligation shall be deemed a performance by such owner, lessee or holder, as the case may be, and shall be acceptable to the other party with the same force and effect as if performed by such owner, lessee or holder, as the case may be.

(L) Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants (and not conditions) running with the land, binding upon, inuring to the benefit of and enforceable by the parties hereto and their respective successors and assigns for and during the respective terms set forth herein, and at the end of such terms or upon the termination of perpetual easements pursuant to the ERO, the respective Parcels shall be free from the burden thereof.

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(M) Real Estate Taxes. Taco Bell as to the Taco Bell Parcel, and Developer as to the Developer Parcel, each agree that they will pay as the same become due, all real estate taxes and assessments, both general and special, which are levied or assessed against their respective Parcels; provided, however, that nothing herein contained shall be deemed to limit the right of such owner to contest, in good faith, the validity of any such taxes or assessments by the appropriate proceedings.

(N) Exhibits. The Exhibits mentioned herein may be initialled by the duly authorized officers, agents or attorneys of the parties hereto for identification and are hereby incorporated herein by reference and made a part hereof as fully as if set forth in full herein.

(O) Unavoidable Delays. Notwithstanding anything contained in this Agreement, each party shall be excused from performing any obligation under this Agreement, and any delay in the performance of any obligation under this Agreement shall be excused, if and so long as the performance of the obligation is prevented, delayed or otherwise hindered by acts of God, fire, earthquake, flood, explosion, actions of the elements, war, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, court orders, laws or orders of governmental or military authorities or any other cause, whether similar or dissimilar to the foregoing, not within the control of such party (other than the lack of or inability to procure monies to fulfill its commitments and obligations under this Agreement).

10. Term. The term of this Agreement shall commence upon the Effective Date and, except as otherwise hereinbefore specifically provided and unless mutually terminated by the parties in interest, shall continue during the term of the ERO,

the Expiration Date of which Developer represents is August 4, 2036. The parties each hereby expressly agree, on behalf of itself and its successors and assigns, that any provisions of law or equity to the contrary notwithstanding, in the event of any default hereunder which is not cured within any time hereinbefore specified, it shall not terminate this Agreement nor its obligations under this Agreement, nor terminate the rights of the other party hereto with respect to its Parcel nor withhold the benefits of this Agreement of the other party by reason of any default by reason of such party, it being the express understanding of the parties hereto that this Agreement shall continue in effect throughout its term notwithstanding any default by any party hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above mentioned.

WITNESSES:

RACINE JOINT VENTURE

By: _____
M. J. Cleary, general partner

TACO BELL CORP.

By: _____
Name:
Its:

Attest: _____
Name:
Its:

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STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named M. J. Cleary, general partner, to me known to be the person who executed the within and foregoing instrument, who acknowledged that he was duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that he did execute said instrument on behalf of said partnership and that the same is his free and voluntary act and deed as partner of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 8th day of June, 1993.

Karen C. Paytosh
Notary Public
My Commission Expires:

KAREN C. PAYTOSH, Notary Public
State of Ohio
My Commission Expires 2/25/98

STATE OF)
) SS:
COUNTY OF)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____ and _____, known to me to be the _____ and _____, respectively of TACO BELL CORP., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____ this _____ day of _____, 1993.

_____
Notary Public
My Commission Expires:

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This instrument prepared by
and when recorded return to:
Richard D. Tomsick, Esq.
25425 Center Ridge Road
Cleveland, Ohio 44145

the Expiration Date of which Developer represents is August 4, 2036. The parties each hereby expressly agree, on behalf of itself and its successors and assigns, that any provisions of law or equity to the contrary notwithstanding, in the event of any default hereunder which is not cured within any time hereinbefore specified, it shall not terminate this Agreement nor its obligations under this Agreement, nor terminate the rights of the other party hereto with respect to its Parcel nor withhold the benefits of this Agreement of the other party by reason of any default by reason of such party, it being the express understanding of the parties hereto that this Agreement shall continue in effect throughout its term notwithstanding any default by any party hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above mentioned.

WITNESSES:

RACINE JOINT VENTURE

By:_____
M. J. Cleary, general partner

TACO BELL CORP.

M. Ellen Ashoori

By:_____
Name: MAX CRAIG
Its: VICE PRESIDENT

JUN – 4 1993

M. Ellen Ashoori

Attest:_____
Name: R. Bryce Shirley
Its: Asst. Secretary

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Reviewed by
LORI A. McKOWN
Date_____

ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of ORANGE

On June 4, 1993 (Date) before me, Cynthia L. Barber, Notary Public (Name, Title of Officer - E.G., "Jane Doe, Notary Public")

Personally appeared Max Craig and R. Bryce Shirley (Name(s) of signer(s))

☒ personally known to me - OR ☐ 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.

OFFICIAL SEAL
CYNTHIA L. BARBER
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My comm. expires SEP 17, 1993

Witness my hand and official seal

Cynthia L. Barber
SIGNATURE OF NOTARY

CAPACITY CLAMED BY SIGNER

☐ INDIVIDUAL(S)

☒ CORPORATE OFFICER(S) Vice President & Asst. Secretary (TITLE(S))

☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ SUBSCRIBING WITNESS
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

TACO BELL CORP.

ATTENTION NOTARY: although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named M. J. Cleary, general partner, to me known to be the person who executed the within and foregoing instrument, who acknowledged that he was duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that he did execute said instrument on behalf of said partnership and that the same is his free and voluntary act and deed as partner of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this _____ day of _____, 1993.

_____
Notary Public
My Commission Expires:

STATE OF)
) SS:
COUNTY OF)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____ and _____, known to me to be the _____ and _____, respectively of TACO BELL CORP., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____ this _____ day of _____, 1993.

_____
Notary Public
My Commission Expires:

This instrument prepared by
and when recorded return to:
Richard D. Tomsick, Esq.
25425 Center Ridge Road
Cleveland, Ohio 44145

REGENCY MALL
TACO BELL PARCEL
1.641 ACRES

That part of Lots 16 and 17, Block 1, Regency Mall, a subdivision, according to the map or plat thereof, recorded in the office of the Register of Deeds of Racine County in Volume 33 of Plats, at pages 60 through 63, inclusive, as Document No. 1113798 and being a part of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Commencing at the Southeast corner of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, thence South 89° 28′ 36" East along the South line of the Southwest 1/4 of Section 24 aforesaid 992.09 feet to a point; thence North 01° 33′ 26" West 61.18 feet to a point on the Northerly Right of Way line of State Trunk Highway 11; thence North 88° 00′ 16" West 474.11 feet to a point; thence North 86° 48′ 46" West 291.28 feet to a point; thence North 87° 55′ 25" West 446.66 feet to a point; thence North 89° 02′ 04" West along the Northerly Right of Way line of State Trunk Highway 11 aforesaid 1902.81 feet to a point; thence North 77° 46′ 59" West 116.17 feet to a point on the Easterly Right of Way line of State Trunk Highway 31; thence North 11° 30′ 26" East along the Easterly Right of Way line of State Trunk Highway 31 aforesaid 199.70 feet to a point and the point of beginning of this description; thence continuing along the Easterly Right of Way Line of State Trunk Highway 31 aforesaid North 11° 30′ 26" East 275.81 feet to a point; thence along the arc of a 167.50 foot radius curve, concave to the South, having a chord length of 59.61 feet bearing South 68° 14′ 34" East to a point of reverse curvature; thence along the arc of a 192.50 foot radius curve, concave to the North, having a chord length of 128.47 feet bearing South 77° 29′ 11" East to a point of reverse curvature; thence along the arc of a 30.00 foot radius curve, concave to the South, having a chord length of 36.73 feet bearing South 59° 14′ 03" East to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the Northeast, having a chord length of 269.18 feet bearing South 39° 05′ 47" East to a point; thence North 89° 02′ 04" West 437.18 feet to the point of beginning of this description. Said land being in the City of Racine, County of Racine, State of Wisconsin.

Parcel contains 1.641 acres to be the same more or less, subject to all Legal Highways and Easements of Record.

Exhibit "A"

MINIMUM DESIGN STANDARDS

TACO BELL/HOT-N-NOW

REGENCY MALL

The following requirements are to act as Minimum Design Standards for any and all Taco Bell improvements, including initial construction and any subsequent modifications. The criteria listed below is not intended to be totally inclusive and Developer reserves the right of final plan approval and to add requirements which are found to be necessary or desirable.

I. GRADING IMPROVEMENTS

A. Taco Bell must verify the existing topography and all other physical features within and immediately surrounding the site by means of a boundary survey and topographic map prepared by a Registered Surveyor.

B. The site shall be fine graded by Taco Bell so as to provide slopes of no less than 1 1/2% or more than 3% on all parking areas and drives.

C. The perimeter of the site shall meet the existing grades of contiguous properties.

D. No spoil material will be allowed to be placed anywhere on the entire Regency Mall premises.

II. UTILITIES

A. The exact locations and elevations of all existing utilities must be verified by Taco Bell.

B. Taco Bell's design and installation of all utility extensions shall be in accordance with published regulations of all local and state authorities and the respective utility companys.

C. Taco Bell shall pay all connection and usage fees attributable to the extension of any and all utility services in accordance with published regulations of local authorities for all utility services.

D. Backfill within all trenches shall be compacted to a minimum density of 95% of maximum laboratory dry weight as determined by "Modified Proctor" tests. It will be Taco Bell obligation to furnish the Developer with a certification from a Professional Engineer stating that all compaction requirements have been met.

E. Building downspouts, canopy drains, foundation and area well drains are to be connected to an underground closed conduit storm system. Externally exposed building downspouts are prohibited.

F. Storm inlets shall be located to the extent necessary to prevent ponding and excessive sheetflow of storm water.

G. Taco Bell parcel shall be drained by a storm sewer system designed with hydraulic capacity to convey a three (3) year local design storm with the time of duration equivalent to the time of concentration.

H. Where necessary, provisions shall be made to convey off site storm water through Taco Bell's parcel via the newly extended enclosed storm sewer system.

I. A sanitary drain shall be placed in all exterior trash storage areas.

J. Taco Bell shall be responsible for restoring all areas which are disturbed during the extension of utilities to a condition acceptable to Developer.

III. PAVING AND CURBING IMPROVEMENTS

A. Pavement design of roadways and parking lot areas shall be a minimum of 8" of DOT Standard Specification Section 304 for compacted aggregate base with a 2" asphaltic binder course and 1" asphalt surface course, DOT Standard Specifications Sections 401-408.

B. The edges of all pavement, including entrance drives, islands and the building are to have concrete curbs similar to the curb and gutter design of the shopping center parking lot areas. Concrete curb stops or deck curbing is not acceptable.

C. Concrete sidewalks and associated ramps are to be included in the building area improvements to accommodate a safe pedestrian procedure. Design and installation shall be in conformance with the Americans with Disabilities Act.

D. Pavement markings are to be similar to those utilized in the Shopping Center areas including double-striped parking stall delineations.

IV. LANDSCAPING IMPROVEMENTS

A. All unpaved areas are to be landscaped by Taco Bell. Quantity and type shall be compatible with the Mall. Developer retains the right to approve all landscaping and relocate any existing landscaping as may be required.

B. Foundation landscaping should be utilized between the building and its sidewalks.

C. All landscaped areas are to be irrigated by Taco Bell with an automatic underground sprinkler system.

D. Trees shall be species having minimum mature spread 15 to 20 feet with a minimum mature height of 15 feet and installation size of 3 to 3-1/2 inch caliper. Evergreens will be a minimum of 6 to 7 feet when installed. Shrubs will have a minimum mature height of 3 feet (3') when used as hedge and 2 to 5 feet (2'-5') in height if used as an ornamental planting.

E. Ground cover, when planted, should be spaced so that a complete coverage can be obtained after two (2) growing seasons.

F. Rear building receiving, trash storage areas and pad mounted utility equipment are to be properly screened with landscaping.

V. LIGHTING IMPROVEMENTS

A. Taco Bell shall install a parking lot lighting system compatible with the shopping center lighting, which will provide an illumination of at least 1.0 foot candle on all paved areas.

B. Taco Bell shall use a round tapered 24' (minimum) high aluminum pole with a dark bronze anodized finish as manufactured by Crouse-Hinds Catalog No. ML5267-DBA or equal. Light pole concrete bases shall be designed similarly to those utilized in the Shopping Center areas.

C. Light fixtures shall be metal halide lamps with dark bronze decorative shrouds matching those utilized at the Shopping Center as manufactured by Crouse-Hinds Catalog No. RSL-4MHP2-AA-RS-DBA.

D. Taco Bell shall supply off-hour security lighting for all paved areas.

E. The use of building fixtures to illuminate paved areas is prohibited except for receiving areas.

F. Design and method of all exterior building illumination is subject to Developer approval. Finishes of any externally exposed fixtures must match the adjacent surface finish.

VI. BUILDING MATERIALS

A. The major exterior masonry facade element of the facilities shall match the split face concrete block, color #13 Brown as manufactured by Bend Industry Inc. with mortar color #13 Brown, as utilized on the Mall buildings.

B. The building construction and design both shall create a structure with four (4) equally attractive sides of high quality, rather than place all emphasis on front elevation of the building by neglecting or downgrading the aesthetic appeal of the side or rear elevations of the building. Accessory buildings and enclosures, whether attached to or detached from the main structure, shall be of similar compatible design and materials.

C. All building downspouts are to be enclosed within the structure.

D. All exposed metal shall be aluminum with a dark bronze finish.

E. All building glass is to be tinted bronze in color.

F. Samples of all exterior materials and paint colors must be submitted to Developer for approval prior to the start of construction.

VII. SIGNING

A. A maximum of three (3) exterior building signs are permitted on the facilities. Such signs are limited to the name of the facility and shall not exceed 48" in height. Signs shall be constructed of individual letters which are internally illuminated or back lit. Logo type cabnet signs are not recommended and are subject to Developer approval.

B. Building signs shall be approximately flush mounted with the building wall and shall not project above the plane of the roof or parapet wall.

C. Each facility will be permitted one ground sign which size shall not exceed five feet (5') in height and eight feet (8') in length.

D. No sign will be permitted to flash or move. The size and location of menu boards are subject to Developer approval. All other promotional reader boards, banners, or posters are strictly prohibited.

E. Design, number, size and location of any vehicular directional signs must be submitted to Developer for consideration.

F. Taco Bell to provide stop signs at vehicular exits and handicap signs in designated areas, with square galvinized steel posts similar to those utilized in the Shopping Center.

G. Location and design of all signs are to be submitted for Developer review and approval.

VIII. ROOFTOP EQUIPMENT

A. All rooftop equipment shall be completely and properly screened from view from all areas of the entire premises, Green Bay Road and Durand Avenue. Such screening shall be done by means of a parapet wall, cedar fencing or metal siding all of which shall be harmonious with the building sidewalls. Materials and design are to be approved by Developer.

IX. GRADE MOUNTED EQUIPMENT

A. Pad mount transformers, trash storage areas, freezer/cooler areas or other equipment located at grade shall be screened from view with materials as used on the main structure and landscaping approved by Developer. Access gates are to be constructed of wood and painted or stained to be harmonious with the building.

X. GENERAL

A. Taco Bell shall be responsible for all improvements as approved by Developer.

B. Taco Bell shall be responsible for the restoration and repair of any Shopping Center areas damaged or disturbed during construction.

C. Complete construction drawings for all work must be submitted for approval as provided by the terms of the agreement. No work is to be started on the site until all plans are approved by Developer.

D. Following the completion of construction, Taco Bell shall promptly prepare and submit to Developer one mylar set of "as-built" Site Plans, Utility Plans, Floor Plans and Building Elevations showing in detail the facility and improvements as constructed.

117/JVJMDS

2/17/93

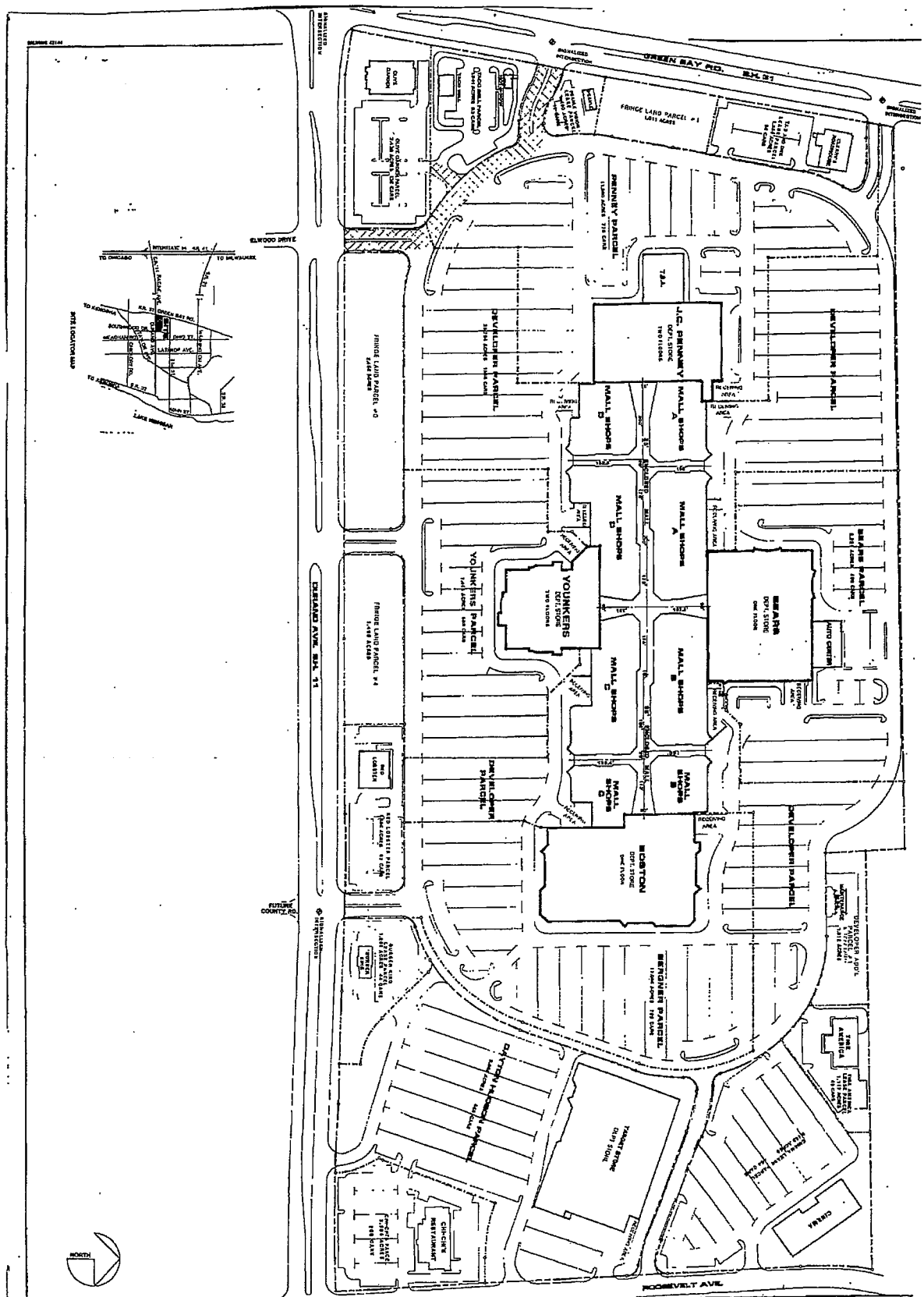


EXHIBIT B

The Richard E. David Jacobs Group

TACO BELL CORP.

REGENCY MALL

RACINE, WISCONSIN

CENTER RIDGE DESIGN SERVICES INC. P.A.
26426 CENTER RIDGE ROAD
CLEVELAND, OHIO 44145
ARCHITECTS AND ENGINEERS
(216) 871-6800

VOL 2262 PAGE 37

EXHIBIT C

The Richard A. David Jacobs Group

TACO BELL CORP.

REGENCY MALL

RACINE, WISCONSIN

CENTER RIDGE DESIGN SERVICES INC. P.A.
29439 CENTER RIDGE ROAD
CLEVELAND, OHIO 44145
ARCHITECTS AND ENGINEERS
(216) 871-1900

VOL 2262 PAGE 38

UG JOINT
UNDERGROUND & UNDERGROUND
SUBDIVISION EASEMENT

REGISTER'S OFFICE } SS
RACINE COUNTY, WI }
RECORDED _____

'93 SEP -1 A8:26

VOL 2289 PAGE 326-330

REGISTER OF DEEDS

Return to: Director of Real Estate
Wisconsin Electric Power Company
231 West Michigan Street
P. O. Box 2046
Milwaukee, WI 53201

18.00

DOCUMENT NO. 1432907

IDO NO. 137610-2A

For $1.00 and other valuable consideration which grantor, owner of land, acknowledges receipt of, grants and warrants to grantees a permanent easement upon and beneath a part of grantor's land called easement area.

The grantor is: **TACO BELL CORP.**

The grantees are: **WISCONSIN ELECTRIC POWER COMPANY**

and

WISCONSIN BELL, INC.

The easement area is a part of grantor's land described as:

strips of land 10 feet in width being a part of the grantor's premises described as Part of Lots 16 & 17, Block 1, Regency Mall, a subdivision of part of the Southwest ¼ of Section 24, Township 3 North, Range 22 East, City of Racine, Racine County, Wisconsin; said premises being more particularly described in that certain Limited Warranty Deed recorded in the office of the Register of Deeds for Racine County, in Volume 2261 of Records, on Pages 985-986, as Document No. 1421604. Part of Tax Key Nos. 276-0000-23876-029 & 23876-030.

The location of the easement area with respect to the grantor's land is as shown on the attached drawing, marked Exhibit "A" and made a part of this document.

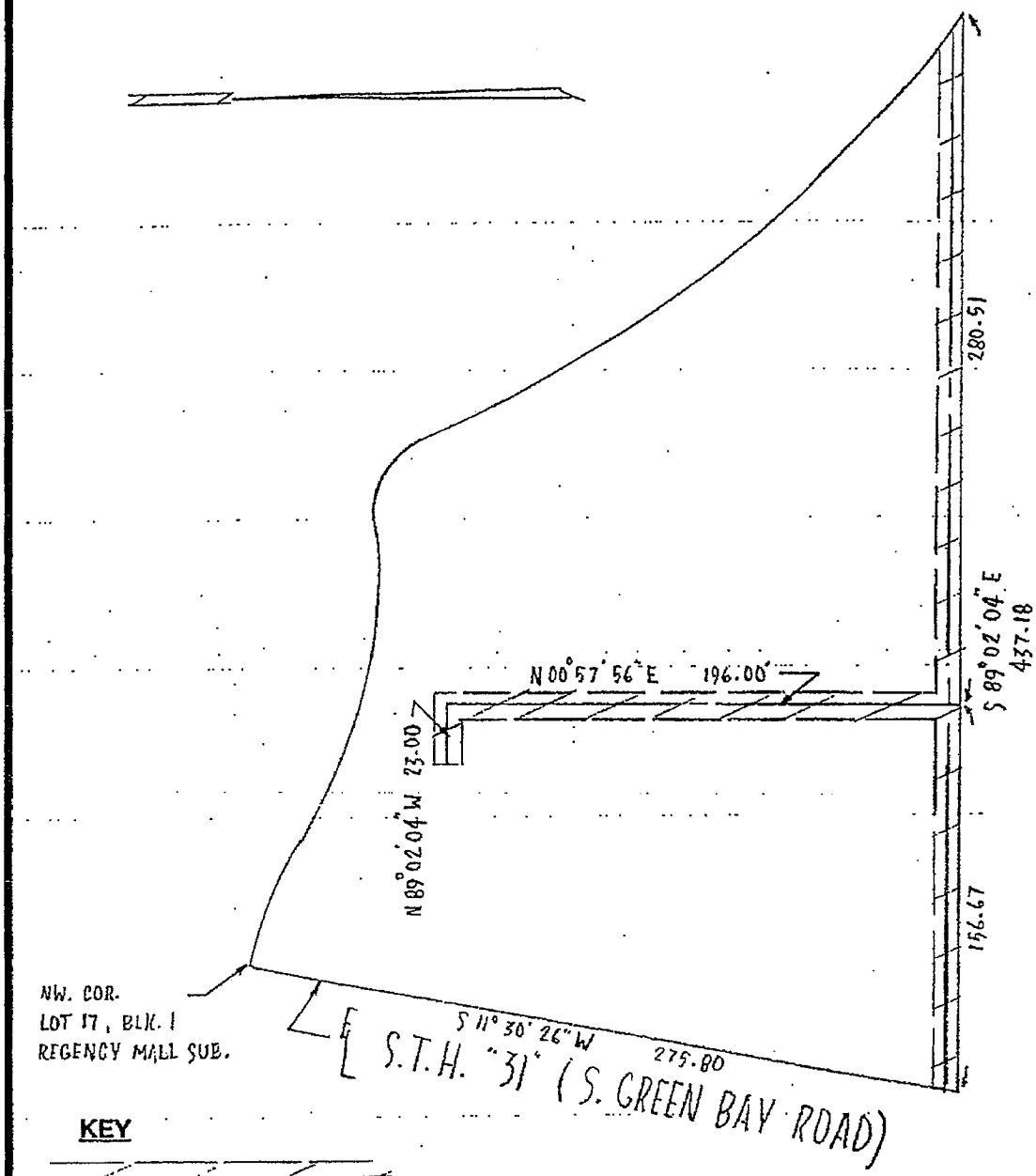
1. Purpose: The purpose of this easement is to install, operate, maintain and replace underground utility facilities, conduit and cables, electric pad-mounted transformers, concrete slabs, secondary power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, as deemed necessary by grantees, all to transmit electric energy, signals and telecommunication and telephone service. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with grantees' use of the easement area.

2. Access: Grantees and their agents shall have the right to enter the grantor's land for the purpose of exercising their rights in the easement area.

3. Buildings or other Structures: The grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.

4. Elevation: The grantor agrees that the elevation of the existing ground surface within the easement area will not be altered by more than 4 inches without the written consent of grantees.

5. Restoration: Grantees agree to restore or cause to have restored the grantor's land, as nearly as is reasonably possible to the condition existing prior to such entry by the grantees or their agents. This restoration, however, does not apply to the initial installation of the underground and/or above ground electric facilities, signals and telecommunication and telephone service, or to any trees, bushes, branches or roots which may interfere with grantee's use of the easement area.



KEY

10' U.G. EASE.

EXHIBIT "A"
NOT TO SCALE

IDO 137610 2A	PART OF THE SW1/4 OF SECTION 24-3-22, IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN.	DRAWN BY BJN
REVISIONS		DATE 5-19-93

WISCONSIN ELECTRIC POWER COMPANY

VOL. 2289 PAGE 327

LOT #703-1450 FORM 2070-6-91

1100-Z1 6/91
Individual and Corporate

IN WITNESS WHEREOF, the said **TACO BELL CORP.** has caused these presents to be executed by its Vice President President and attested to by its Vice President/Controller, and its corporate seal to be hereunto affixed this 30th day of June, 1993. and Asst. Secretary

In Presence Of:

Joanne M. MacFarlane

Janye V. Rolle

TACO BELL CORP.

By _____
Max Craig Vice President

ATTEST:

By _____

By _____
Vice President, Controller
Gregory N. Moore

~~STATE OF WISCONSIN~~)
: SS
_____ ~~COUNTY~~)

Personally came before me this ____ day of _____, 1993, _____, _____ President, and _____, _____, of the above named corporation, **TACO BELL CORP.**, a _____ corporation, known to me to be such _____ President and _____ of said corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said corporation, by its authority.

_____
Notary Public, _____ Co., Wis.

~~My commission expires~~ _____

REVIEWED BY: Pat Schrage
DATE 6-29-93

APPROVED:

Initials	Date
RDS	6/17/93

VOL 2289 PAGE 328

This instrument was drafted by Robert G. Sanford on behalf of Wisconsin Electric Power Company.

ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange

On 30 JUNE 1993, before me, BJ LIBBY, Notary Public,
Date

Personally appeared MAX CRAIG, Vice President, Taco Bell Corp.

[x] personally known to me OR [_] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies) and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

B J LIBBY
COMM. # 972863
Notary Public — California
ORANGE COUNTY
My Comm. Expires SEP 7, 1996

Witness my hand and official seal

SIGNATURE OF NOTARY
B.J. LIBBY

CAPACITY CLAIMED BY SIGNER

[_] INDIVIDUAL(S)

[x] CORPORATE Vice President
OFFICER(S) _____
TITLE(S)

[_] PARTNER(S)
[_] ATTORNEY-IN-FACT
[_] TRUSTEE(S)
[_] SUBSCRIBING WITNESS
[_] GUARDIAN/CONSERVATOR
[_] OTHER _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

TACO BELL CORP.
a California corporation

ATTENTION NOTARY: although the information requested below is OPTIONAL it could prevent the fraudulent attachment of this certificate to unauthorized documents.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document UTILITY EASEMENT
Number of Pages N/A Date of Document 30 JUNE 1993
Signer(s) other than named above N/A

© 1991 NATIONAL NOTARY ASSOCIATION – 8236 Remmet Ave. – P.O. Box 7184 – Canoga Park, CA 91304-5184

01-1093 RACINE, WI

VOL 2289 PAGE 329

A:NOTARY.DOC

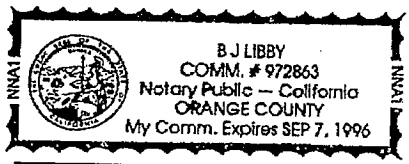
ALL-PURPOSE ACKNOWLEDGEMENT
State of California

County of Orange

On 30 JUNE 1993 before me, BJ LIBBY, Notary Public,
Date

Personally appeared GREGORY N. MOORE, Vice Pres./Controller, Taco Bell Corp.,

[x] personally known to me OR [_] 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 executed the same in his authorized capacity(ies) and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal

SIGNATURE OF NOTARY
B. J. Libby

CAPACITY CLAIMED BY SIGNER

[_] INDIVIDUAL(S)

[x] CORPORATE Vice Pres/Controller.
OFFICER(S) _____
TITLE(S)

[_] PARTNER(S)
[_] ATTORNEY-IN-FACT
[_] TRUSTEE(S)
[_] SUBSCRIBING WITNESS
[_] GUARDIAN/CONSERVATOR
[_] OTHER_____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

TACO BELL CORP.
a California corporation

ATTENTION NOTARY: although the information requested below is OPTIONAL it could prevent the fraudulent attachment of this certificate to unauthorized documents.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document UTILITY EASEMENT
Number of Pages N/A Date of Document 30 JUNE 1993
Signer(s) other than named above N/A

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001-1093 RACINE, WI

VOL 2289 PAGE 330

AANOTARY.DOC

1851902

Covenant, Conditions, Easement And Restriction Agreement

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2002 SEP 25 PM 4:51

MARK A. LADD
REGISTER OF DEEDS

VOL 3519 PAGE 937-945

Recording Area 27

Name and Return Address

Taco Bell of America Inc.
Attn Law Dept
17901 Von Karman Ave
Irvine CA 92714

23876045 23876046

Parcel Identification Number (PIN)

36703

VOL PAGE
3519 938

AFTER RECORDING, RETURN TO:

Taco Bell of America, Inc.
17901 Von Karman Avenue
Irvine, CA 92714
Attn: Law Dept./Real Estate
TB Unit No. #9288 (Racine, WI)

COVENANT, CONDITIONS, EASEMENT AND RESTRICTION AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of September, 2002, between Turnkey Development, LLC, a Wisconsin limited liability company ("Grantor"), located at 416 Security Blvd., Suite C, Green Bay, WI 54313 and Taco Bell of America, Inc., a Delaware corporation ("Grantee"), with principal offices located at 17901 Von Karman, Irvine, CA 92714.

WITNESSETH

WHEREAS, Grantor is owner of that certain property located in the City of Racine, County of Racine, State of Wisconsin, being more particularly described on Exhibit "A" attached hereto (hereinafter referred to as the "Adjacent Property"); and

WHEREAS, Grantee is the owner of certain property described in Exhibit "B" attached hereto (hereinafter referred to as the "TB Property").

WHEREAS, the parties desire to create a non-exclusive ingress/egress easement over, upon and across the driveways and access roads between the Adjacent Property and the TB Property.

NOW, THEREFORE, for and in consideration of mutual promises, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Grantor hereby grants to Grantee, the non-exclusive right and privilege of passage and use, both pedestrian and vehicular, for ingress to and egress from the TB Property over, upon and across all driveways and access roads from time to time.

2. Grantee hereby grants to Grantor, the non-exclusive right and privilege of passage and use, both pedestrian and vehicular, for ingress to and egress from the Adjacent Property over, upon and across all driveways and access roads from time to time.

3. The easements rights and privileges hereinbefore granted to the parties shall be used and enjoyed by the parties in such a manner as to cause the least possible interference with the conduct of business at any time.

4. The parties herein understand and agree that the utilities to each parcel shall be maintained separately by each party as it pertains to their perspective parcels. The

parties herein agree that each party will be responsible for the use, maintenance and replacement of the utilities on their property.

5. The parties agree that no barriers, fences, curbs, walls, ditches, barricades or other structures or obstacles will be erected between the TB Property and the Adjacent Property so as to burden or interfere with, or impede, slow, divert or in any way prevent vehicular and pedestrian traffic from freely passing from the TB Property across the Adjacent Property or from freely passing from the Adjacent Property across the TB Property;

6. The parties agree they shall be responsible for maintaining the minimum insurance requirements for their perspective parcels.

7. The parties shall indemnify each other against and hold each other harmless from all claims, suits, actions, proceedings, damages or expenses (including reasonable attorneys fees) resulting in any way from the use of the easement area including but not limited to use by the agents, customers, contractors or anyone connected with parties herein.

8. The Easements, covenants and provisions contained in this Agreement shall constitute covenants running with the land, and shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns.

9. Any notice, delivery or demand shall be given by one part to the other by personal service, by a reputable overnight delivery service, by facsimile (confirmed received), or by mail deposited in the United State mail, postage prepaid, certified, return receipt requested, addressed to the other party at their respective addresses as follows:

10. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages and when attached to this Agreement, shall constitute one complete document.

To Grantor:	Turnkey Development, LLC 416 Security Blvd., Suite C Green Bay, WI 54313 Fax No. 920.434.7717
To Grantee:	Taco Bell of America, Inc. 17901 Von Karman Irvine, CA Fax No. 949.863.3946

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first written above.

GRANTOR:

Turnkey Development, LLC,
a Wisconsin limited liability company

By: _____

Its: Managing Member

GRANTEE:

Taco Bell of America, Inc.,
a Delaware Corporation

By: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first written above.

GRANTOR:

Turnkey Development, LLC,
a Wisconsin limited liability company

By: _____

Its: _____

GRANTEE:

Taco Bell of America, Inc.,
a Delaware Corporation

By: Mary C. Shima

Its: MARY C. SHIMA
ASSISTANT SECRETARY

VOL 3519 PAGE 942

STATE OF CALIFORNIA }
} ss:
COUNTY OF ORANGE }

On _____ before me,
_____
personally appeared _____, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____
(This area for official notarial seal)

STATE OF Wisconsin }
} ss:
COUNTY OF Brown }

On September 13, 2002 before me,
~~Richard J. Dubois~~ Sharon A. Van Straten
personally appeared Richard J. DuBois, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sharon A Van Straten
(This area for official notarial Seal)

STATE OF CALIFORNIA }
} ss:
COUNTY OF ORANGE }

On September 9, 2002 before me,
Theresa Mitchell
personally appeared Mary C. Shipma, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Theresa Mitchell
(This area for official notarial seal)

THERESA MITCHELL
Commission # 1355938
Notary Public - California
Orange County
My Comm. Expires May 9, 2006

STATE OF }
} ss:
COUNTY OF }

On _____ before me,
_____
personally appeared _____, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____
(This area for official notarial Seal)

VOL 3519 PAGE 944

EXHIBIT "A"

Lot 1 of Certified Survey Map No. 2244, recorded in the office of the Register of Deeds for Racine County, Wisconsin on May 12, 2000 in Volume 6 of Certified Survey Maps, page 905, as Document No. 1727478 and being a part of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

The following is for informational purposes only:
Tax Key No. 23876045

VOL 3519 PAGE 945

EXHIBIT "B"

Lot 2 of Certified Survey Map No. 2244, recorded in the office of the Register of Deeds for Racine County, Wisconsin on May 12, 2000 in Volume 6 of Certified Survey Maps, page 905, as Document No. 1727478 and being a part of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

Tax Key No. 23876046

SUPPLEMENT TO CONSTRUCTION AND OPERATING AGREEMENT

1852712

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2002 SEP 30 PM 4:29

MARK A. LADD
REGISTER OF DEEDS

VOL 3523 PAGE 904 to 913

Recording Area

Name and Return Address
LandAmerica
Attn Melissa
4111 Executive Prwy Ste 304
Westerville OH 43081-3862

Lot 1 of Certified Survey Map No. 2244, recorded in the office of the Register of Deeds for Racine County, Wisconsin on May 12, 2000 in Volume 6 of Certified Survey Maps, page 905, as Document No. 1727478 and being a part of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East. Together with an 80 foot ACCESS EASEMENT and a 25 foot ACCESS EASEMENT for benefit of Lot 1 of Certified Survey Map No. 2244 as disclosed by said Certified Survey Map. Said land being in the City of Racine, Racine County, Wisconsin.

The following is for informational purposes only:
Tax Key No. 23876045

Parcel Identification Number (PIN)

SUPPLEMENT TO CONSTRUCTION AND OPERATING AGREEMENT

THIS SUPPLEMENT TO CONSTRUCTION AND OPERATING AGREEMENT ("Supplement"), dated this 11th day of Sept., 2002, is made and entered into by and between RACINE JOINT VENTURE II, LLC, a Delaware limited liability company with offices at CBL Center, 2030 Hamilton Place Boulevard, Suite 500, Chattanooga, Tennessee 37421 (hereinafter referred to as "Developer"), TACO BELL OF AMERICA, INC., a Delaware corporation with offices at 17901 Von Karman, Irvine, CA 92714 (hereinafter referred to as "Taco Bell"), and TURNKEY DEVELOPMENT, LLC, a Wisconsin limited liability company, with offices at 416 Security Boulevard, Suite C, Green Bay, Wisconsin 54313-9706 (hereinafter referred to as "Turnkey").

WITNESSETH

WHEREAS, Developer, J.C. Penney Properties, Inc. ("Penney"), Federated Department Stores, Inc. ("Federated") and The Chas. V. Weise Co. ("Bergner") entered into a certain Easement, Restriction and Operating Agreement as amended and dated December 28, 1979 and recorded in Volume 1545 of Records, at Page 235, as Document No. 1066872 in the office of the Register of Deeds of Racine County, Wisconsin ("ERO"), which created certain rights, privileges and easements and imposed certain covenants, restrictions and conditions on the respective parcels of land owned by Developer, Penney, Federated and Bergner as more fully described therein in connection with the development of the unified regional enclosed mall shopping center in Racine, Wisconsin known as Regency Mall.

WHEREAS, Developer, Penney, Federated, Bergner and Sears, Roebuck and Co. ("Sears") entered into a certain First Amendment to Easement, Restriction and Operating Agreement dated as of August 6, 1981 and recorded on November 10, 1981 in Volume 1637 of Records, at Page 270, as Document No. 1099190 in the office of the Register of Deeds of Racine County, Wisconsin, for the purpose of amending the ERO as more fully provided therein in connection with the development of the Regency Mall;

WHEREAS, Developer, Penney, Federated, Bergner, Sears, and H.C. Prange Company ("Prange") entered into a certain Second Amendment to Easement, Restriction and Operating Agreement dated as of March 27, 1985 and recorded on March 28,1985 in Volume 1747 of Records, at Page 145, as Document No. 1165931 in the office of the Register of Deeds of Racine County, Wisconsin for the purpose of amending the ERO as more fully provided therein in connection with the development of Regency Mall;

WHEREAS, Taco Bell acquired from Developer by instrument recorded in the office of the Register of Deeds of Racine County, Wisconsin in Volume 2261 of Records at Page 885-886, a parcel of land containing approximately 1.641 acres as more particularly described in Exhibit A attached hereto, which parcel of land is part of the Fringe Land Parcel No. 2 as that term is defined in the ERO, and Taco Bell intended to develop plans for and cause the construction of two (2) restaurant buildings and attendant parking facilities on such parcel (said parcel of land is referred to herein as the "Taco Bell Parcel");

WHEREAS, Developer and Taco Bell entered into a Construction and Operating Agreement (the "Taco Bell COA") dated June 8, 1993 and recorded on June 9, 1993 in Volume 2262, at Page 1-38 as Document No. 1421605 in the office of the Register of Deeds of Racine County, Wisconsin, to create certain rights, privileges and easements and to impose certain covenants, restrictions and conditions upon the Taco Bell Parcel which are in addition to those created and imposed by the ERO;

WHEREAS, the Taco Bell Parcel was to initially include both a Taco Bell Restaurant and a Hot N' Now Restaurant;

WHEREAS, the Taco Bell Restaurant facility has been completed, but the Hot N' Now Restaurant was never constructed;

WHEREAS, Taco Bell now desires to sell approximately 0.464 acres of the Taco Bell Parcel (the portion upon which the Hot N' Now Restaurant was never constructed) to Turnkey for the operation of a "Jo to Go" drive through espresso bar and to modify certain terms of the Taco Bell COA in accordance therewith:

NOW, THEREFORE, in consideration of the rights, obligation and agreements set forth in the Agreement and contained in this Amendment, the parties hereto agree as follows:

1. The parties acknowledge that the Hot N' Now Restaurant was never built on the Taco Bell Parcel. As shown on Exhibit "A" hereto, the Taco Bell Parcel has been split through a Parcel Map into two parcels (hereinafter, the "New Taco Bell Parcel" and the "Turnkey Parcel").

2. Subject to all of the terms and conditions set forth in this Supplement to the Construction and Operating Agreement, the ERO, the Taco Bell COA, and any other restrictions of record, Developer hereby consents to the sale of the Turnkey Parcel to Turnkey subject to Turnkey accepting title to the Turnkey Parcel subject to all of the terms and conditions set forth in the ERO, the Taco Bell COA, and any other restrictions of record, and Developer acknowledges that the proposed use as a drive through espresso bar is considered a "restaurant" use of the Turnkey Parcel.

3. If Turnkey or its successors or assigns receives a bona fide, written offer or offers (A) to purchase or lease the Turnkey Parcel or a portion thereof (except for the proposed lease to a Jo to Go America, Inc. for the purpose of operating the intended drive through espresso bar), or (b) for the option to purchase or lease the Turnkey Parcel as aforesaid (such offers and options being hereinafter referred to as the "Offer"), prior to acceptance of an Offer, Turnkey shall give Developer written notice (the "Offer Notice") enclosing a copy of the Offer. Developer shall have sixty (60) days following receipt of the Offer Notice to elect to acquire the interest in the Turnkey Parcel that is the subject of the Offer on the terms and conditions set forth in the Offer. If Developer exercises the rights herein granted, then Developer and Turnkey shall enter into a contract having the same terms and conditions as the Offer. If Developer does not exercise the rights herein granted, Turnkey may accept the Offer and close the transaction contemplated thereby;

provided, however, if such transaction is not completed within one hundred eighty (180) days after the Offer Notice is given, such transaction shall not take place and the requirements of this Section 3 shall remain in full force and effect as to any future offers.

4. In each instance that (A) Turnkey desires to change the use of the Turnkey Parcel from a "Jo to Go" restaurant, or from any other use for which the Turnkey Parcel is in fact being utilized, to a use that is in conflict with exclusives granted to tenants by Developer in the adjacent regional mall (known as Regency Mall), prohibited, or in conflict with the ERO, or materially different, or (b) Turnkey closes the business being operated on the Turnkey Parcel for more than two hundred seventy (270) days, or (c) the improvements constructed by Turnkey are destroyed by fire or other casualty and are not restored within one (1) year from the date of such destruction, Developer shall have the right to acquire the Turnkey Parcel, including all improvements, trade fixtures, equipment and other personal property used in the operation of the business being conducted on the Turnkey Parcel that belong to Turnkey, upon thirty (30) days' written notice to Turnkey, for the price hereinafter specified. Turnkey shall give Developer immediate notice of its intention to change the use of the Turnkey Parcel or to discontinue Turnkey's business therein, and Developer shall make its election to acquire the Turnkey Parcel within sixty (60) days thereafter. The price to be paid for the Turnkey by Developer shall be Turnkey's cost for land, improvements, and personal property, less depreciation taken by Turnkey for federal income tax purposes to the date of closing (and, in the case of a casualty, less the insurance proceeds received as a result of such casualty), or if greater, the fair market value of the Turnkey Parcel determined by appraisers in the same general method as set forth in Section 5 below, but which may include a value for a going concern if under the circumstances a going concern is to be transferred under this Section 4. Turnkey shall furnish Developer with any information regarding its costs and depreciation taken within ten (10) days following request therefor. Developer shall have the right to rescind its election to acquire the Turnkey Parcel by written notice to Turnkey given not later than ten (10) days after final determination of the price to be paid by Developer. In the event Developer does not acquire the Turnkey Parcel as aforesaid, then such right shall lapse as to the occurrence which gave rise to such right, but shall remain in full force and effect as to any future occurrences.

5. Turnkey agrees to construct a "Jo to Go" restaurant building and use its best efforts to open same no later than twelve (12) months from the date hereof. In the event that Turnkey has not commenced a continuous program of construction of a permanent structure on the Turnkey Parcel within one hundred eighty (180) days after the date hereof, or has not completed improvements as contained in the aforementioned approved plans and specifications and opened for business to the public on or before the end of the twelfth (12^{th}) month following the date hereof, Developer, its successors or assigns, shall have the right and option exercisable at its sole discretion at any time after each date but prior to the date on which such conditions are fulfilled, to purchase the Turnkey Parcel from Turnkey. The price to be paid for the land by Developer shall be the fair market value of the Property as established by the majority vote of three (3)

M.A.I. appraisers, one of whom shall be chosen by Turnkey, one of whom shall be chosen by Developer and the third to be selected by the appraisers chosen by Turnkey and Developer. If any party shall fail to select an appraiser within ten (10) days following notice from the other party, the party giving such notice may chose an appraiser on behalf of the other party. Each party shall be responsible for the cost of the appraiser selected by (or for) it and one-half (1/2) of the cost of the third appraiser. Developer shall have the right to rescind its election to reacquire the Property by written notice to Turnkey given not later than ten (10) days after final determination of the price to be paid by Developer.

6. Turnkey hereby agrees to adhere to and to be bound by each of the obligations and restrictions imposed on it and the Turnkey Parcel, as a portion of the Taco Bell Parcel, by the ERO and Taco Bell COA so long as such obligations and restrictions continue pursuant to the ERO and Taco Bell COA. In the event Turnkey or its successors or assigns or any party or parties claiming under them shall violate or attempt to violate any of the obligations and restrictions imposed on it, Developer or its successors and assigns may prosecute any proceedings at law or in equity to enjoin such violation and to recover damages for such violation, including reasonable attorney's fees.

Except as otherwise modified herein, all other terms and conditions of the Taco Bell COA shall remain unchanged and of full force and effect.

[Signatures on following page]

VOL PAGE
3523 911

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the dates indicated below.

DEVELOPER:
RACINE JOINT VENTURE II, LLC, a Delaware limited liability company

By: RACINE JOINT VENTURE, an Ohio general partnership

By: CBL/REGENCY I, LLC, a Delaware limited liability company, its managing partner

By: CBL/J II, LLC, a Delaware limited liability company, its chief manager

By: CBL & ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, its chief manager

By: CBL HOLDINGS I, INC., a Delaware general partner, its sole general partner

Date of Execution:
September 11, 2002

By: _____
Vice President

Attest: _____
Assistant Secretary

TACO BELL:
TACO BELL OF AMERICA, INC.

Date of Execution:
September 4, 2002

By: _____
Title: R. BRYCE SHIRLEY
Attorney in Fact

Attest: _____
Title: LAURENCE GERICH
Attorney In Fact

VOL 3523 PAGE 912

TURNKEY:
TURNKEY DEVELOPMENT, LLC, a Wisconsin limited liability company

Date of Execution:

8/29, 2002

By: Robert J Ohi
Title: Managing Member

STATE OF TENNESSEE
COUNTY OF HAMILTON

The foregoing instrument was acknowledged before me this ~~24th~~ 12th day of ~~August~~ September, 2002, by Ronald S. Simple and June Durham, the Sr. Vice President and Assistant Secretary, respectively, of CBL HOLDINGS I., INC. a Delaware corporation in its capacity as sole general partner of CBL & ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, in its capacity as chief manager of CBL/J II, LLC, a Delaware limited liability company, in its capacity as managing partner of RACINE JOINT VENTURE, an Ohio general partnership, in its capacity as chief manager of RACINE JOINT VENTURE II, LLC, a Delaware limited liability company.

Connie D Blair
Notary Public

My commission expires:

4-26-06

STATE OF ~~DELAWARE~~ CALIFORNIA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4 day of September, 2002, by R. Bryce Shirley and Laurence Gerich, the Authorized Signors and _____, respectively, of TACO BELL OF AMERICA, INC., a Delaware corporation.

Cherie Silberberger
Notary Public

My commission expires:

10/24/05

CHERIE SILBERBERGER
Commission # 1322238
Notary Public - California
Orange County
My Comm. Expires Oct 24, 2005

STATE OF WISCONSIN
COUNTY OF Brown

The foregoing instrument was acknowledged before me this 29th day of August, 2002, by Richard J. DuBois and ~~and~~ _____, the Managing Member ~~and~~ _____, respectively, of TURNKEY DEVELOPMENT, LLC, a Wisconsin limited liability company.

Sharon A. Van Straten
Notary Public
Sharon A. Van Straten

My commission expires:

10/12/03

Drafted by: Avilda Apponte

DOC # 2163892
Recorded
FEB. 15, 2008 AT 01:52PM

DOCUMENT NO.

SUPPLEMENT NO. 2 TO CONSTRUCTION AND OPERATING AGREEMENT

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $27.00

Lot 1 of Certified Survey Map No. 2244 recorded in the office of the Register of Deeds for Racine County, Wisconsin on May 12, 2000 in Volume 6 of Certified Survey Maps, Page 905, as Document No. 1727478 and being a part of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East. Together with an 80 foot ACCESS EASEMENT and a 25 foot ACCESS EASEMENT for benefit of Lot 1 of Certified Survey Map No. 2244 as disclosed by said Certified Survey Map. Said land being in the City of Racine, Racine County, Wisconsin.

Tax Key No. 23876045

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Michael J. Lokensgard, Esq.
Godfrey & Kahn, S.C.
100 West Lawrence Street
Appleton, WI 54911

27

Parcel Identification Number

SUPPLEMENT NO. 2
TO CONSTRUCTION AND OPERATING AGREEMENT

This Supplement No. 2 to Construction and Operating Agreement ("Supplement"), dated this 29th day of January, 2008, is made and entered into by and among **RACINE JOINT VENTURE II, LLC**, a Delaware liability company with offices at CBL Center, 2030 Hamilton Place Boulevard, Suite 500, Chattanooga, Tennessee 37421 (hereinafter referred to as "Developer"), **TURNKEY DEVELOPMENT, LLC**, a Wisconsin limited liability company, with offices at 416 Security Boulevard, Suite C, Green Bay, WI 54313-9706 (hereinafter referred to as "Turnkey"), and **CLUBHOUSE WISCONSIN, LLC**, a Wisconsin limited liability company, with offices located at 111 N. Washington Street, Suite 400, Green Bay, WI 54301 (hereinafter referred to as "Clubhouse").

WITNESSETH

WHEREAS, Developer, J.C. Penney Properties, Inc. ("Penney"), Federated Department Stores, Inc. ("Federated") and The Chas. V. Weise Co. ("Bergner") entered into a certain Easement, Restriction and Operating Agreement as amended and dated December 28, 1979 and recorded in Volume 1545 of the Records, at Page 235, as Document No. 1066872 in the office of the Register of Deeds of Racine County, Wisconsin (collectively along with the Amendments described herein, the "ERO"), which created certain rights, privileges and easements and posed certain covenants, restrictions and conditions on the respective parcels of land owned by Developer, Penney, Federated and Bergner as more fully described therein in connection with the development of the unified regional enclosed mall shopping center in Racine, Wisconsin known as Regency Mall;

WHEREAS, Developer, Penney, Federated, Bergner and Sears, Roebuck and Co. ("Sears") entered into a certain First Amendment to Easement, Restriction and Operating Agreement dated as of August 6, 1981 and recorded on November 10, 1981 in Volume 1637 of Records, at Page 270, as Document No. 1099190 in the office of the Register of Deeds of Racine County, Wisconsin, for the purpose of amending the ERO as more fully provided therein in connection with the development of the Regency Mall;

WHEREAS, Developer, Penney, Federated, Bergner, Sears and H.C. Prange Co. ("Prange") entered into a certain Second Amendment to Easement, Restriction and Operating Agreement dated as of March 27, 1985 and recorded on March 28, 1985 in Volume 1747 of Records, at Page 145, as Document No. 1165931 in the office of the Register of Deeds of Racine County, Wisconsin for the purpose of amending the ERO as more fully provided therein in connection with the development of the Regency Mall;

WHEREAS, Taco Bell of America, Inc. ("Taco Bell") acquired from Developer by instrument recorded in the office of the Register of Deeds of Racine County, Wisconsin in Volume 2261 of Records at Page 885-886, a parcel of land containing approximately 1.641 acres, which parcel of land is part of the "Fringe Land Parcel No. 2" as that term is defined in the ERO, and Taco Bell intended to develop plans for and cause the construction of two (2) restaurant buildings and attendant parking facilities on such parcel (said parcel of land is referred to herein as the "Taco Bell Parcel");

WHEREAS, Developer and Taco Bell entered into a Construction and Operating Agreement dated June 8, 1993 and recorded on June 9, 1993 in Volume 2262, at Page 1-38 as Document No. 1421605 in the office of the Register of Deeds of Racine County, Wisconsin (the "Taco Bell COA"), to create certain rights, privileges and easements and impose certain covenants, restrictions and conditions upon the Taco Bell Parcel which are in addition to those created and imposed by the ERO;

WHEREAS, Taco Bell developed a Taco Bell restaurant on a portion of the Taco Bell Parcel, and intended to construct a Hot N' Now restaurant on the balance of the Taco Bell Parcel;

WHEREAS, the Hot N' Now restaurant was never constructed;

WHEREAS, Taco Bell subsequently sold to Turnkey approximately 0.464 acres of the Taco Bell Parcel (the "Property"), which Property is legally described on Exhibit A attached hereto, for the operation of a "Joe to Go" drive through espresso bar. In conjunction therewith, Developer, Taco Bell and Turnkey entered into a Supplement to Construction and Operating Agreement dated September 11, 2002 and recorded September 30, 2002 in Volume 3523 of Records, at Page 906-913, as Document No. 1852712 (hereinafter referred to as "Supplement No. 1");

WHEREAS, Turnkey now wishes to sell the Property to Clubhouse;

WHEREAS, Clubhouse intends to raze the existing structure located on the Property, build a new building on the Property and lease said new building to Starbucks Corporation ("Starbucks");

WHEREAS, as a condition of Clubhouse's purchase of the Property, Clubhouse requires that certain modifications made to the Taco Bell COA, as amended by Supplement No. 1;

NOW, THEREFORE, in consideration of the rights, obligations and agreements set forth herein, the parties hereto agree as follows:

1. Developer and Turnkey hereby confirm that, by operation of Section 9(k) of the Taco Bell COA, Turnkey has assumed all obligations relating to the Property arising out of the ERO, the Taco Bell COA and Supplement No. 1, and that Taco Bell was released from any future obligations with respect to the Property as of the date of its sale of the Property to Turnkey.

2. Subject to all of the terms and conditions set forth herein and in Supplement No. 1, the ERO and the Taco Bell COA, and any other matters of record, Developer hereby consents to the sale of the Property to Clubhouse, subject to Clubhouse accepting title to the Property subject to all of the terms and conditions set forth in the ERO, the Taco Bell COA, Supplement No. 1 and any other matters of record (all as modified hereby). Developer acknowledges that the proposed use of the Property as a Starbucks Coffee with drive through service is a permissible use of the Property under the Taco Bell COA.

3. Developer hereby acknowledges that it has waived any right of first refusal or repurchase right that it may have to purchase the Property from Turnkey, including, but not

limited to, the right to repurchase set forth in Section 5(B) of the Taco Bell COA, the right of first refusal set forth in Section 5(C) of the Taco Bell COA, and the right of first refusal set forth in Section 3 of Supplement No. 1. Developer acknowledges and agrees that such repurchase rights and rights of first refusal set forth in the Taco Bell COA and Supplement No. 1 are of no further force and effect with respect to the Property, and that Clubhouse and its successors and assigns shall be permitted to convey the Property to subsequent purchasers free and clear of any repurchase right or right of first refusal, except as specifically set forth herein in Section 4, below.

4. In each instance that: (a) Clubhouse desires to change the use of the Property to a use which is either (i) in conflict with exclusives granted to tenants by Developer in the Regency Mall, or (ii) prohibited by the ERO, the Taco Bell COA, Supplement No. 1, this Supplement or any other matter of public record, or (iii) prohibited by applicable law; or (b) Clubhouse closes the business being operated on the Property for more than two hundred seventy (270) days; or (c) the improvements constructed by Clubhouse are destroyed by fire or other casualty and are not restored within one (1) year of the date of destruction, Developer shall have the right to purchase the Property, including all improvements, trade fixtures, equipment or other personal property used in the operation of the business being conducted on the Property that belong to Clubhouse, upon thirty (30) days written notice to Clubhouse for the price hereinafter specified. The price to be paid for the Property by Developer shall be Clubhouse's cost for land, improvements and personal property, less depreciation taken by Clubhouse for federal income tax purposes to the date of closing (and, in the case of casualty, less the insurance proceeds received as a result of such casualty), or if greater, the fair market value of the Property as established by a majority vote of three (3) M.A.I. appraisers, one of whom shall be chosen by Clubhouse, one of whom shall be chosen by Developer, and one of whom shall be chosen by the appraiser chosen by Clubhouse and Developer. Each party shall be responsible for one half (1/2) of the cost of the appraisers. Developer shall have the right to rescind its election to acquire the Property by written notice to Clubhouse given not later than ten (10) days after the final determination of the price to be paid by Developer. In the event Developer elects not to repurchase the Property as aforesaid, then such right shall lapse as to the occurrence that gave rise to such right, but shall remain in full force and effect as to any future occurrences.

5. Sections 3, 4, 5 and 6 of Supplement No. 1 are hereby deleted.

6. Developer hereby acknowledges and agrees that it has received Clubhouse's development plans for the Property, including, but not limited to, Developer's (i) site plan, (ii) grading plan, (iii) elevations, and (iv) signage plan (collectively, the "Plans"). Developer hereby approves the Plans, subject to the Plans' compliance with all requirements imposed by applicable law and by the ERO, the Taco Bell COA and Supplement No. 1 (all as modified hereby).

7. Clubhouse hereby agrees to adhere to and to be bound by each of the obligations and restrictions imposed upon it and the Property by the ERO, the Taco Bell COA and Supplement No. 1 (all as modified hereby) as long as such obligations and restrictions continue pursuant to the ERO, the Taco Bell COA and Supplement No. 1 (all as modified hereby). In the event Clubhouse or its successors or assigns or any party or parties claiming under them shall violate or attempt to violate any of the obligations or restrictions imposed upon them, Developer

and its successors and assigns may prosecute any proceedings at law or in equity to enjoin such violations and to recover damages therefrom, including reasonable attorney's fees.

8. Beginning on the date hereof, Clubhouse, its successors and assigns shall pay to Developer (or its successors and assigns) the sum of Five Hundred Seventy Three and 54/100 Dollars ($573.54) per year, payable in advance on the twentieth (20th) day of January each year, as Clubhouse's share of operating and maintaining the access drives and roadways of Regency Mall. Five (5) years from the date hereof, and every five (5) years thereafter, Clubhouse's share of the access drive maintenance costs shall be increased by an amount equal to ten percent (10%) of the amount payable by Clubhouse for the immediately preceding five (5) year period. Except as may otherwise be set forth in the ERO, the Taco Bell COA or any other publicly recorded document, the maintenance charge described herein is currently the only regularly scheduled maintenance charge owing to Developer from Clubhouse in connection with the Property.

9. Except as modified herein, all of the terms and conditions of the Taco Bell COA and Supplement No. 1 shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Supplement on the dates indicated below.

DEVELOPER:

RACINE JOINT VENTURE II, LLC, a Delaware limited liability company

By: RACINE JOINT VENTURE, its chief manager

By: CBL/REGENCY I, LLC, its managing general partner

By: CBL/J II, LLC, its sole member and chief manager

By: CBL & ASSOCIATES LIMITED PARTNERSHIP, its chief manager

By: CBL HOLDINGS I, INC., its sole general partner

By: Victoria S. Berghel
Name: VICTORIA S. BERGHEL
Its: Senior Vice President and General Counsel

RIF
Legal

STATE OF TENNESSEE)
) SS
COUNTY OF HAMILTON)

This instrument was acknowledged before me on January 22, 2008 by VICTORIA S. BERGHEL Senior Vice President and General Counsel of CBL Holdings I, Inc., the sole general partner of CBL & Associates Limited Partnership, the chief manager of CBL/J II, LLC, the sole member and chief manager of CBL/Regency I, LLC, the managing general partner of Racine Joint Venture, the chief manager of Racine Joint Venture II, LLC.

Cynthia E. Long
Notary Public
My commission expires: April 10, 2010
(Seal, if any)

CYNTHIA E. LONG
NOTARY PUBLIC
STATE OF TENNESSEE
HAMILTON COUNTY

0445744.03.

TURNKEY:

TURNKEY DEVELOPMENT, LLC, a
Wisconsin limited liability company

By: _____
Name: Richard J. DuBois
Its: Member

STATE OF WISCONSIN)
) SS
COUNTY OF Brown)

This instrument was acknowledged before me on Jan. 29, 2008 by Richard J. DuBois as a Member of Turnkey Development, LLC.

_____
Notary Public: Brown County, WI
My commission: is permanent
(Seal, if any)

CLUBHOUSE:

CLUBHOUSE WISCONSIN, LLC, a
Wisconsin limited liability company

By: _____
Its: Manager Jeffery J. Weyers

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

This instrument was acknowledged before me on Jan. 29 2008 by Jeffery J. Weyers as Manager of Clubhouse Wisconsin, LLC.

NOTARY PUBLIC BARBARA J. SKOGLIND STATE OF WISCONSIN

_____
Notary Public
My commission: June 24, 2010
(Seal, if any)

Prepared by: Michael J. Lokensgard, Esq.
Godfrey & Kahn, S.C.
100 West Lawrence Street
Appleton, WI 54911

ap67208_4

EXHIBIT A

Property

Lot 1 of Certified Survey Map No. 2244 recorded in the office of the Register of Deeds for Racine County, Wisconsin on May 12, 2000 in Volume 6 of Certified Survey Maps, Page 905, as Document No. 1727478 and being a part of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East. Together with an 80 foot ACCESS EASEMENT and a 25 foot ACCESS EASEMENT for benefit of Lot 1 of Certified Survey Map No. 2244 as disclosed by said Certified Survey Map. Said land being in the City of Racine, Racine County, Wisconsin.

Tax Key No. 23876045

DOCUMENT # 2425147
RACINE COUNTY REGISTER OF DEEDS
December 28, 2015 3:17 PM

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

Upon recordation return to:
Stewart Title Commercial Services
259 West Schrock Road
Westerville, Ohio 43081
Attn: Dione Joseph
614.818.1114

PIN: 276 000023876046

Old Store #005732 /New Store # 031985 –2825 South Green Bay Rd, Racine, WI 53406

30-6

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is dated this 22nd day of December 2015 by and between Taco Bell of America, LLC, a Delaware limited liability company, successor by conversion by Taco Bell of America, Inc. ("Landlord"), whose mailing address is: 1 Glen Bell Way, Irvine, California 92618 and Albor Restaurant Group, LLC, a Wisconsin limited liability company ("Tenant"), whose mailing address is: 924 W. Colfax Ave., Suite #302, Denver, CO 80204.

Landlord hereby grants, demises and leases the premises ("Premises") described below to Tenant upon the following terms:

Date of Lease: December 22, 2015;

Description of Premises: See Exhibit "A" attached;

Date of Term commencement: December 23, 2015;

Term: As detailed in the attached Schedule 1; and

Renewal Options: Provided that Tenant is not in default of its obligations under the Lease, Tenant shall have the option to extend the Term of the Lease as detailed in the attached Schedule 1.

The purpose of this Memorandum of Lease is to give notice of the Lease and of the rights created thereby, all of which are hereby confirmed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

LANDLORD:

Taco Bell of America, LLC,
a Delaware limited liability company

By: _____
Name: Scott A. Catlett
Title: Attorney-In-Fact

Commonwealth of Kentucky)
) SS
County of Jefferson)

On December 18, 2015 before me, Erin M. Staley Jones (name of notary) a notary public, personally appeared, Scott A. Catlett, Attorney-In-Fact of Taco Bell of America, LLC, a Delaware limited liability company, successor by conversion by Taco Bell of America, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____ Seal

Erin M. Staley Jones
Notary Public, ID No. 484468
State at Large, Kentucky
My Commission Expires on March 1, 2017

TENANT:

Albor Restaurant Group, LLC,
a Wisconsin limited liability company

By: _____
Name: Rob L. Alvarado
Title: Manager

State of _____)
) SS
County of _____)

See attached

On December ____, 2015 before me, _____ (name of notary) a notary public, personally appeared, Rob L. Alvarado, as Manager of Albor Restaurant Group, LLC, a Wisconsin limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____ Seal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On December 21, 2015 before me, Jessica Faylor, Notary Public, Personally appeared Rob L. Alvarado, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/theirs authorized capacity(ies), and that by his/hers/theirs 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

Jessica Faylor

SIGNATURE OF NOTARY

Store #5732/#31985
2825 Green Bay Rd.
Racine (Racine)

Exhibit A
Legal Description

Lot Two (2), of Certified Survey Map No. 2244, as recorded in the office of the Register of Deeds for Racine County, Wisconsin, in Vol. 6 of Certified Survey Maps, on page 905 as Document No. 1727478, being a redivision of parts of Lots 16 and 17, Block 1, Regency Mall, City of Racine, Racine County Wisconsin.

Schedule 1

Store ID: 005732	2825 South Green Bay Road, Racine, WI 53406-4951				
Lease ID	**Description**		**Start Date**	**End Date**	**Rent Freq**
0005732	Base Term Rent	Years 1-5	12/23/2015	12/22/2020	Monthly
0005732	Base Term Rent	Years 6-10	12/23/2020	12/22/2025	Monthly
0005732	Base Term Rent	Years 11-15	12/23/2025	12/22/2030	Monthly
0005732	Base Term Rent	Partial Years 16-18	12/23/2030	7/31/2033	Monthly
0005732	Initial Option 1	Years 19-23	8/1/2033	7/31/2038	Monthly
0005732	Initial Option 2	Years 24-28	8/1/2038	7/31/2043	Monthly
0005732	Initial Option 3	Years 29-33	8/1/2043	7/31/2048	Monthly
0005732	Initial Option 4	Years 34-38	8/1/2048	7/31/2053	Monthly
0005732	Initial Option 5	Years 39-43	8/1/2053	7/31/2058	Monthly

This instrument prepared by:
Scott A. Catlett
Taco Bell of America, LLC
1441 Gardiner Lane
Louisville, Kentucky 40213

Document #: **2439129**
Date: 07-08-2016 Time: 10:39 AM Pages: 25
Fee: $30.00 County: RACINE State: WI
Requesting Party: Fidelity National Title Insurance Company - M
Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies
this document has been electronically
recorded and returned to Fidelity National Title Insurance Com

Prepared by and upon recordation return to:
Christopher J. Currier, Esq.
Partridge Snow & Hahn LLP
30 Federal Street, 7th Floor
Boston, MA 02110

PIN: 23876046

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

(Store #031985)

THIS INSTRUMENT COVERS GOODS THAT ARE OR WILL BECOME FIXTURES ON THE DESCRIBED REAL PROPERTY AND SHOULD BE FILED FOR RECORD IN THE REAL PROPERTY RECORDS WHERE MORTGAGES ON REAL ESTATE ARE RECORDED. THIS INSTRUMENT SHOULD ALSO BE INDEXED AS A UNIFORM COMMERCIAL CODE FINANCING STATEMENT COVERING GOODS THAT ARE OR WILL BECOME FIXTURES ON THE DESCRIBED REAL PROPERTY, THE MAILING ADDRESSES OF THE SECURED PARTY AND THE DEBTOR ARE WITHIN.

THIS INSTRUMENT SECURES FUTURE ADVANCES. THIS MORTGAGE SECURES NOTES WHICH PROVIDE FOR A VARIABLE INTEREST RATE.

This Leasehold Mortgage, Assignment of Rents, Security Agreement and Financing Statement (the "Mortgage") is dated as of June 24, 2016, and granted by Albor Restaurant Group, LLC, a Wisconsin limited liability company having its principal place of business at 924 West Colfax Avenue, Suite 203, Denver, CO 80204 (the "Mortgagor") to Citizens Bank, N.A. ("Citizens"), as administrative agent (in such capacity, the "Administrative Agent") for the Lenders as defined in the Credit Agreement (defined below), having its principal place of business at 28 State Street, Boston, Massachusetts 02109. All capitalized terms used in this Mortgage shall, unless otherwise defined herein, have the same meanings given to such terms in the Credit Agreement (defined below).

1. Grant of Mortgage. For consideration paid, Mortgagor hereby BARGAINS, CONVEYS, WARRANTS, MORTGAGES, ENCUMBERS, TRANSFERS, HYPOTHECATES, PLEDGES, SELLS, SETS OVER ASSIGNS, AND GRANTS a security interest and assigns to the Administrative Agent and the Lenders with power of sale and right of entry and possession to secure: (a) the payment, performance and observance of all terms, conditions, covenants, and agreements on the part of the Mortgagor (also referred to herein as the "Borrower") to be paid, performed or observed pursuant to that certain Credit Agreement by and among the Borrower, the Administrative Agent, and the Lenders dated as of June 24, 2016, as the same may be amended, renewed, restated, extended, replaced, supplemented, or modified from time to time (the "Credit Agreement"); (b) the payment, performance and observance of all terms, conditions, covenants, and agreements on the part of the Borrower to be paid, performed or observed pursuant to the term note dated as of June 24, 2016, made by the Borrower in favor of Citizens Bank, N.A. in the original principal amount of $22,000,000.00, and any extensions, renewals, amendments, modifications, replacements, or restatements thereof, and substitutions therefor (the "Term Note"); (c) the payment, performance and observance of all terms, conditions, covenants, and agreements on the part of the Borrower to be paid, performed or observed pursuant to the promissory note dated as of June 24, 2016, made by the Borrower in favor of Citizens Bank, N.A. in the original principal amount of $5,000,000.00, including any Development Conversion Amounts, and any extensions, renewals, amendments, modifications, replacements, or restatements thereof, and substitutions therefor (the "Development Line of Credit Note"); (d) the payment, performance and observance of all terms, conditions, covenants, and agreements on the part of the Borrower to be paid, performed or observed pursuant to the promissory note dated as of June 24, 2016, made by the Borrower in favor of Citizens Bank, N.A. in the original principal amount of $1,000,000.00, and any extensions, renewals, amendments, modifications, replacements, or restatements thereof, and substitutions therefor (the "Revolving Line of Credit Note", and together with the with the Term Note and the Development Line of Credit Note, hereinafter collectively the "Notes"); (e) the payment performance and observance of all terms, conditions, covenants, and agreements on the part of the Borrower to be paid, performed or observed pursuant to Development Conversion Obligations, and any extensions, renewals, amendments, modifications, replacements, or restatements thereof, and substitutions therefor; (f) the payment performance and observance of all terms, conditions, covenants, and agreements on the part of the Borrower to be paid, performed or observed pursuant to all Incremental Term Loans, and any extensions, renewals, amendments, modifications, replacements, or restatements thereof, and substitutions therefor; (g) the payment with interest thereon at the rate provided herein of any sums hereafter advanced by the Administrative Agent or the Lenders which lawfully accrue to the mortgage debt, as provided herein; (h) the performance and observance of all the terms, conditions, covenants and agreements herein contained, (i) the performance and observance of all terms,

conditions, covenants and agreements contained in the Indemnity Agreement regarding hazardous materials (the "Indemnity Agreement") dated as of June 24, 2016 executed by the Borrower, AC Wisconsin Holdings, LLC, a Colorado limited liability company, and NJB Wisco, LLC, an Illinois limited liability company, in favor of the Administrative Agent and the Lenders, and any extensions, renewals, amendments, modifications, replacements, or restatements thereof, and substitutions therefor; and (j) the payment, performance and observance of all other liabilities and obligations of the Borrower to any of the Administrative Agent or the Lenders of every kind and description, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, to the extent relating to the Loans and the Credit Agreement, including without limitation, all obligations and liabilities of the Borrower to the Administrative Agent and the Lenders for Bank Product Debt and under any swap/hedging transaction or other interest rate protection transaction (including without limitation all obligations, debts, liabilities, covenants and duties of Borrower arising under or in connection with any Hedging Contracts or Secured Hedge Agreements entered into with a Lender or any Affiliate of a Lender, including both regularly occurring payments and those due upon termination) (all hereinafter called the "Obligations"), all of the right, title and interest of the Mortgagor (the "Leasehold Interest") in and to a certain lease as more particularly described in Exhibit B attached hereto and made a part hereof, and any extensions, renewals and modifications of such lease and substitutions therefor (the "Lease"). The Lease demises the land as more particularly described in Exhibit A attached hereto and made a part hereof, together with all buildings thereon (the "Leased Premises"). The Credit Agreement contains lines of credit facilities which permit the Borrower to borrow certain principal amounts after the date hereof. This Mortgage secures all advances under the Credit Agreement, including, without limitation, those under the Revolving Line of Credit Loan contained therein which advances may be repaid and reborrowed up to the maturity date under the Revolving Line of Credit Loan of June 24, 2021.

2. Grant of Security Interest. Mortgagor hereby grants to the Administrative Agent and the Lenders a security interest in such of the Leased Premises as may be deemed fixtures and personal property, including without limitation all tangible personal property now owned or hereafter acquired by Mortgagor and used in any way in connection with the construction, renovation or operation of the Leased Premises, and all contracts, licenses, permits, approvals, agreements and warranties, whether now owned or hereafter acquired, in any way related to the Leased Premises, in each case to the extent assignable, and all proceeds from the foregoing, as additional security for the payment and performance of the Obligations (collectively, the "Personal Property"). This instrument shall also constitute a security agreement under Article 9 of the Uniform Commercial Code in effect in the State in which the Leased Premises is located, as amended from time to time (the "Uniform Commercial Code") and when filed with the public recording office for the county in which the Leased Premises are located shall be a financing statement under said Uniform Commercial Code. In addition to other rights of the Administrative Agent and the Lenders specified herein or afforded by law,

the Administrative Agent and the Lenders shall have all of the rights and remedies of a secured party under the Uniform Commercial Code.

Mortgagor shall furnish the Administrative Agent, from time to time (but, absent an Event of Default, no more frequently than one time per calendar year) at the request of the Administrative Agent, a written inventory of all Personal Property in form satisfactory to the Administrative Agent.

Mortgagor hereby irrevocably authorizes the Administrative Agent at any time and from time to time to file, wherever such filings are deemed by the Administrative Agent to be necessary and desirable for the perfection of its security interest in the Personal Property, financing statements and amendments thereto pursuant to the Uniform Commercial Code in form satisfactory to the Administrative Agent. The Mortgagor also ratifies its authorization for the Administrative Agent to have filed any initial financing statements or amendments thereto if filed prior to the date hereof. The Mortgagor hereby agrees to pay the cost of all such filings.

3. Representations. Mortgagor warrants and represents that: (a) this Mortgage has been duly authorized, executed and delivered by and on behalf of Mortgagor; (b) Mortgagor is duly existing and in good standing with all power, authority and legal right to engage in the transactions contemplated by this Mortgage; (c) the execution and delivery of this Mortgage and the other documents evidencing the Obligations and the carrying out of the transactions contemplated thereby will not conflict with or result in the breach of the terms of any agreement or, to the Mortgagor's knowledge, law or order of any court or governmental body applicable to or binding upon the Mortgagor; (d) to the knowledge of Mortgagor, there are no actions, suits or proceedings, including without limitation eminent domain proceedings, other than as disclosed in writing to the Administrative Agent, pending or, to the knowledge of the Mortgagor, threatened, before any court or other governmental body or agency which would adversely affect the Leased Premises or the Leasehold Interest or the Mortgagor or the Mortgagor's ability to perform its obligations under this Mortgage or under the other documents evidencing the Obligations to which it is a party; (e) except with respect to the storage, generation or disposal of such materials commonly and lawfully used, the Mortgagor has not generated, stored or disposed of any oil, hazardous waste or hazardous material as defined in the Environmental Laws or any one of them, applicable state laws, or regulations adopted pursuant to either of the foregoing in violation of any such laws or regulations, excluding the storage of customary amounts of materials commonly and lawfully used in restaurant operations; (f) to the Mortgagor's knowledge, the Leased Premises are in compliance with applicable zoning, building, environmental and all other laws, ordinances and regulations relating to the use and occupancy thereof and the Mortgagor has no knowledge of any claim of violation of any such legal requirements; (g) to the Mortgagor's knowledge and other than as disclosed to the Administrative Agent in writing on or before the date hereof, all necessary licenses and permits for the use and occupancy of the Leased Premises have

been issued and are in full force and effect; (h) to the Mortgagor's knowledge, the improvements on the Leased Premises and the personal property constituting a part thereof or located thereon are in reasonably good working order and are free from structural defects; (i) the Mortgagor has no knowledge of any claim challenging Mortgagor's title to the Leasehold Interest; (j) the copy of the Lease delivered by Mortgagor to the Administrative Agent is accurate and complete, and there are no other oral or written agreements, understandings or the like between Mortgagor and the above-referenced landlord of the Leased Premises (the "Landlord") relating to the Leased Premises, or the Lease transaction; (k) the Lease has not been modified, altered, or amended in any respect since said copy of the Lease was provided to Administrative Agent; (l) the Lease is in full force and effect and is valid, binding and enforceable against Mortgagor, and to Mortgagor's knowledge against the Landlord; (m) to Mortgagor's knowledge, neither the Landlord nor Mortgagor is in default under the Lease, and no state of facts exists which with notice, the passage of time or both, could ripen into a default; (n) to the extent required by the terms of the Lease, the Landlord has consented to this Mortgage and the execution and delivery of the Mortgage and related documents and the consummation of the transactions contemplated hereby will not result in any breach of, or constitute a default under, the Lease; (o) all actions which must be taken for the Administrative Agent and the Lenders to have the rights granted under this Leasehold Mortgage with respect to the Lease have been taken; and (p) Mortgagor has not granted any other leasehold mortgage or made any other assignment, pledge or hypothecation of its interest under the Lease in whole or part.

4. Taxes and Assessments. To the extent required under the Lease or on the Obligations or any of them, Mortgagor shall pay when due all taxes, charges and assessments to whomsoever laid or assessed, whether on the Leased Premises or any part thereof or interest therein. In the event of the occurrence of an Event of Default hereunder which shall have continued uncured beyond any applicable grace or cure period and which has not been waived by the Administrative Agent, Mortgagor shall pay to the Administrative Agent upon request, in addition to other payments required with respect to the Obligations, a monthly apportionment of the sum estimated by the Administrative Agent to be sufficient to pay in full all taxes, charges and assessments upon the Leased Premises as they become due and, on demand, any balance necessary to pay, when due, all such taxes, charges, and assessments. After the occurrence of any Event of Default, the Mortgagor shall promptly upon receipt furnish to the Administrative Agent all original bills relating to any such taxes, charges or assessments. If at any time the Administrative Agent does not require the escrow of payments for taxes, the Mortgagor shall furnish to the Administrative Agent receipted real estate tax bills for the Leased Premises not later than ten (10) days after the date due.

5. Insurance. Mortgagor agrees, at Mortgagor's sole cost and expense, (i) to keep the Leased Premises and all improvements and all equipment and fixtures now or hereafter situated on or constituting part of the Leased Premises, insured in sums and

with companies reasonably satisfactory to the Administrative Agent and for its benefit and for the benefit of the Lenders, but in any event in an amount at least equal to the full replacement cost from time to time of such buildings, equipment and fixtures, without consideration for deprecation, with an inflation guard endorsement, on an "all risk" basis, including without limitation, builder's risk during any period or periods of time that construction or remodeling is being performed on the Leased Premises, flood, earthquake, business interruption and rent loss, loss, or damage arising from incidents relating to the mechanical, heating, or cooling systems installed in the building and other improvements, and such other hazards, casualties, and contingencies as the Administrative Agent may from time to time reasonably direct, and (ii) to maintain comprehensive general liability insurance covering the Leased Premises and protecting the Administrative Agent and the Lenders, in such amounts as the Administrative Agent reasonably requires; and to provide copies of such insurance policies or certificates thereof to the Administrative Agent, the same to be first payable in case of loss to the Administrative Agent and the Lenders with a standard non-contributing mortgagee clause and naming the Administrative Agent and the Lenders as an additional insured with respect to liability insurance, hereby granting to the Administrative Agent in the event of foreclosure full authority as attorney irrevocable of Mortgagor to cancel such insurance and retain the return premiums thereof for application to the Obligations or to transfer such insurance to any person or persons claiming title to the Leased Premises or any part thereof by virtue of foreclosure proceedings. All of the above-mentioned original insurance policies or certified copies of such policies and certificates of such insurance satisfactory to Administrative Agent, together with receipts for the payment of premiums thereon, shall be delivered to and held by Administrative Agent, which delivery shall constitute an assignment to Administrative Agent of all return premiums to be held as additional security hereunder. The insurance policies procured pursuant to this paragraph shall have provisions reasonably satisfactory to the Administrative Agent concerning loss deductibles, and shall require the insurers to provide at least 30 days written notice to the Administrative Agent prior to cancellation or modification of the policies.

Mortgagor shall also furnish to the Administrative Agent evidence satisfactory to the Administrative Agent of all insurance required to be maintained by the Mortgagor under the Lease and under any and all other agreements with respect to the Leased Premises to which Mortgagor is a party, all of which, if requested by the Administrative Agent, shall name the Administrative Agent and the Lenders as an additional insured, loss payee, mortgagee, and Lender's loss payable, as applicable.

In the event of the occurrence of an Event of Default which shall have continued beyond any applicable grace or cure period and has not been waived by the Administrative Agent, Mortgagor shall pay to the Administrative Agent upon request, in addition to other payments required with respect to the Obligations, a monthly apportionment of the sum estimated by the Administrative Agent to be sufficient to pay in full all insurance premiums on the above referenced policies as they become due and,

on demand, any balance necessary to pay, when due, all such premiums. After the occurrence of any Event of Default, Mortgagor shall promptly upon receipt furnish to the Administrative Agent all original bills relating to any such premiums. If at any time the Administrative Agent does not require the escrow of payments for insurance premiums, the Mortgagor shall furnish to the Administrative Agent receipted insurance bills for the Leased Premises and all improvements, equipment and fixtures now or hereafter situated in or on or constituting part of the Leased Premises, not later than ten (10) days after the date due.

Mortgagor may effect for its own account any insurance not required under this Section, but any such insurance effected by Mortgagor on the Leased Premises, whether or not so required, shall be for the mutual benefit of Mortgagor, the Administrative Agent for its benefit and the benefit of the Lenders and shall be subject to the other provisions of this Mortgage. Nothing contained in this Mortgage shall create any responsibility or obligation on Administrative Agent to collect any amounts owing on any insurance policy or resulting from any condemnation, to rebuild or replace any damaged or destroyed personal property or the Leased Premises or to perform any other act hereunder. Mortgagor hereby empowers Administrative Agent, in its sole discretion, to settle, compromise and adjust any and all claims or rights under any insurance policy maintained by Mortgagor relating to the Leased Premises and the Personal Property. The Administrative Agent shall give written notice of such actions taken to settle, compromise and adjust any and all claims or rights within a reasonable period of time after taking such action.

In the event of the occurrence of a Recovery Event (as defined in the Credit Agreement related to the Leased Premises), any and all funds received in connection therewith shall be applied to the obligation in accordance with Section 8.3(c) of the Credit Agreement.

6. Maintenance and Alterations. Subject to reasonable wear and tear, Mortgagor shall keep the Leased Premises, as permitted by the Lease, and the Personal Property in good repair, order and condition in all respects, damage by fire or other casualty expressly not excepted. Mortgagor shall not take any action, or permit any condition or activity, which could diminish the value of the Leased Premises, Leasehold Interest or the personal property or invalidate any insurance required to be provided under this Mortgage. Mortgagor shall not commit, permit or suffer any waste, impairment or deterioration of the Leased Premises or Leasehold Interest or any part thereof, nor build on or make alterations to the Leased Premises so as to adversely affect the principal use to which the Leased Premises are now put, remove or alter any of the improvements, equipment, or fixtures constituting part of or located in or on the Leased Premises without the prior written consent of the Administrative Agent in each instance except in the ordinary course of business or unless replaced by improvements, equipment, appliances, furnishings, or fixtures of equal or greater value (except to the

extent permitted in the Credit Agreement).

7. Access to the Leased Premises. Mortgagor shall permit the Administrative Agent and each of the Lenders, their agents and employees reasonable opportunity to enter upon the Leased Premises from time to time, upon reasonable prior notice to Mortgagor by the Administrative Agent which shall consist of at least 24 hours prior notice (except in the event of the occurrence of an Event of Default or in the case of any emergency), for the purposes of inspecting the condition of the Leased Premises and determining Mortgagor's compliance with the covenants, warranties, and representations contained in this Mortgage, provided that the Administrative Agent and such Lenders shall not unreasonably interfere with the Mortgagor's or any tenant's operations at the Leased Premises.

8. Use and Compliance with Law. Mortgagor shall not use the Leased Premises or permit the Leased Premises to be used in violation in any material respect of any applicable law, by-law, ordinance, rule, regulation, license, permit, approval, or agreement binding upon or applicable to Mortgagor or the Leased Premises, including without limitation zoning and building laws, ordinances, by-laws and regulations, or for any unlawful purpose.

9. Leases, Subleases, Etc. Mortgagor shall not enter into any lease, sublease or tenancy agreement with respect to the Leased Premises or any part thereof without the prior written consent of the Administrative Agent first having been obtained in each instance, which consent may be withheld at the reasonable discretion of the Administrative Agent. Except in connection with any Restaurant closures permitted under the Credit Agreement, Mortgagor shall not cancel or change any material terms, conditions or covenants of any leases, subleases or tenancy agreements of or with respect to the Leased Premises or any part thereof, if and to the extent any such change will have a material adverse effect on Mortgagor's obligations under the Lease or its use of the Leased Premises, other than to extend the term of any such lease, sublease or tenancy agreement or make a reasonable market-rate increase in rent of any such lease, sublease or tenancy agreement, or assign any of such leases, subleases or tenancy agreements or any rents, income or profits from the Leased Premises or any part thereof to any person other than the Administrative Agent and the Lenders, in each instance without the prior written consent of the Administrative Agent, which consent shall not be unreasonably withheld, conditioned or delayed, nor breach any material obligations of the lessor, sublessor, landlord or sublandlord under any such leases, subleases or tenancy agreements nor do or permit to be done anything which would impair the security of such leases, subleases or tenancy agreements.

Further, Mortgagor shall furnish the Administrative Agent with executed copies of all leases, subleases and tenancy agreements of or with respect to the Leased Premises or any part thereof, now or hereafter in effect, and all notices of default given by the Mortgagor to any lessee or occupant of the Leased Premises and all notices of

default received by the Mortgagor from any lessee or occupant of the Leased Premises or any part thereof.

10. Collateral Assignment of Leases and Rents. As additional security for the Obligations, Mortgagor hereby assigns to the Administrative Agent and the Lenders, all of the Mortgagor's rights under any and all present or future leases, subleases or other arrangements for the use and occupancy of all or any part of the Leased Premises (the "Leases"), including but not limited to the rights to the rents, income and profits of the Leased Premises or any part thereof and any other consideration or income from the Leased Premises or any part thereof for the use and occupation of the same or otherwise (all of the foregoing being hereinafter referred to collectively as "Rents"), and Mortgagor hereby grants the Administrative Agent full power and authority, as attorney irrevocable of Mortgagor, to make, execute, acknowledge and deliver any such assignments, the same to be in form and substance satisfactory to the Administrative Agent, and not in limitation of the foregoing, such assignments shall provide that the Administrative Agent may assign such leases, subleases and the Rents to any subsequent holder of this Mortgage or to any person or persons claiming title to the Leasehold Interest or any part thereof by virtue of foreclosure proceedings, and shall further provide that after any Event of Default hereunder, the Administrative Agent shall be entitled, whether or not the Administrative Agent takes possession of the Leased Premises or Leasehold Interest, to collect all of the Rents, including those past due, and enjoy all the benefits of and in such leases, subleases, and the Rents and to apply the same to the Obligations until there shall have been a foreclosure. Tenants under any subleases or assignments are hereby authorized and directed, following notice from the Administrative Agent, to pay all amounts due Mortgagor under such leases to the Administrative Agent, whereupon such tenants shall be relieved of any and all duty and obligation to Mortgagor with respect to the payments so made. After foreclosure, no assignee of any of such leases, subleases, or of any Rents shall be liable to account to Mortgagor or any person comprising Mortgagor, either for Rents thereafter accruing or otherwise.

11. Estoppel Certificates. Mortgagor shall furnish the Administrative Agent, upon demand made by the Administrative Agent at any time and from time to time, a written statement, in form satisfactory to the Administrative Agent, setting forth the amount of indebtedness Mortgagor acknowledges to be due with respect to the Obligations, and specifying any claims of off-set or defense Mortgagor then asserts against the Obligations, and addressing such other matters as the Administrative Agent requests. Except following the occurrence of an Event of Default or in connection with a sale of any Loan Document, the Administrative Agent shall make demand for such a written statement no more than twice in any given year.

12. Casualties and Takings. Mortgagor shall pay to the Administrative Agent any and all damages or compensation or both that become payable on account of the exercise of any power of eminent domain or condemnation with respect to the

Leasehold Interest or any part thereof, or on account of any injury thereto by reason of anything done in pursuance of public or other authority, and any hazard insurance proceeds and any other awards that become payable to the Mortgagor with respect to the Leased Premises or any part thereof, or interest in the same, and such damages, compensation, and such awards and proceeds shall be applied in accordance with the Section 8.3(c) of the Credit Agreement.

No settlement or account of any loss, damage or taking shall be made without the prior written consent of the Administrative Agent, such consent not to be unreasonably withheld, conditioned or delayed. If the Mortgagor is not proceeding promptly to settle such claims in a diligent manner reasonably satisfactory to the Administrative Agent or if an Event of Default shall have occurred and not have been cured or waived by the Administrative Agent, the Administrative Agent may settle any such claims and the Administrative Agent is hereby irrevocably appointed attorney-in-fact for the Mortgagor to settle such claims and to collect and endorse any checks issued in the name of the Mortgagor.

In the event Mortgagor repairs, rebuilds or restores any building or other improvement on or constituting part of the Leased Premises, such building or improvement shall be so repaired, rebuilt or restored as to be of at least equal value and substantially the same character as prior to the damage or destruction occasioning the need for such repair, rebuilding or restoration. Notwithstanding the foregoing, provided no Event of Default exists under this Mortgage and Mortgagor demonstrates to the Administrative Agent's reasonable satisfaction the availability of sufficient funds to repair or restore the Leased Premises in compliance with all laws, regulations, permits, licenses and approvals applicable to the Leased Premises, and provided further that the conditions contained in the Credit Agreement have been satisfied, the Administrative Agent shall, after Mortgagor has expended all of Mortgagor's funds required to repair or restore the Leased Premises (such amount being the excess, if any, of the cost of such repair or restoration over the amount of insurance proceeds or eminent domain award available in connection therewith), disburse any insurance proceeds or eminent domain award periodically to Mortgagor in the same manner as Administrative Agent would advance proceeds of a construction loan for such repair or restoration and upon such other terms and conditions as the Administrative Agent deems reasonably appropriate, including without limitation, the terms and conditions contained in the Credit Agreement.

13. Other Security Interests. Except as permitted under the Credit Agreement, Mortgagor shall not permit or suffer, without the prior written consent of the Administrative Agent, (i) the creation or continued existence, whether by voluntary action or operation of law or otherwise, of any security interest in or other encumbrance on the Leasehold Interest, or (ii) a change, whether effected by voluntary action or by operation of law, in the legal or direct or indirect beneficial ownership of the Leasehold Interest or any portion hereof or any interest in the Mortgagor. The Administrative

Agent may, without notice to Mortgagor, or any party liable for the payment or performance of the Obligations or any part thereof, deal with any successor or successors in interest to the mortgagor or mortgagors named herein with reference to this Mortgage and the Obligations in the same manner as with the mortgagor or mortgagors named herein or any party liable for the payment or performance of the Obligations or any part thereof without in any way vitiating or discharging their liability hereunder or upon the Obligations or any part thereof. No sale or transfer of the Leasehold Interest, no indulgence or forbearance on the part of the Administrative Agent and/or any of the Lenders, no extension, whether oral or in writing, of the time for the payment or performance of the Obligations or any of them, no partial release of any security and no covenant not to sue any party responsible for the payment or performance of the Obligations or any part thereof, given by the Administrative Agent and/or any of the Lenders, shall operate to release, discharge, modify, change or affect the liability hereunder of the mortgagor or mortgagors named herein or the liability of any party liable for the payment or performance of all or any of the Obligations, either in whole or part (except to the extent otherwise specifically set forth in any such partial release or covenant not to sue).

If at any time the Leasehold Interest or any portion thereof is subject to an encumbrance or security interest other than this Mortgage, or any equipment used by the Mortgagor at or in connection with the operation of the Leased Premises is owned other than by the Mortgagor, the Mortgagor shall not modify, amend, or fail to comply with any term or condition of such encumbrance or security interest, or the obligations secured thereby, or any lease of such equipment, without the prior written consent of the Administrative Agent, which consent shall not be unreasonably withheld, conditioned or delayed. Notice is given hereby to any holder of a junior security interest in or other encumbrance on the Leasehold Interest that the terms of the Obligations may be amended. The holder of any such security interest or encumbrance, by accepting such security interest or encumbrance subject to this Mortgage, shall be deemed to have agreed to any amendment to the terms of the Obligations, including without limitation any change in the interest rate of the Notes.

Mortgagor warrants that, except for the security interest granted hereby (or otherwise permitted by the terms of the Credit Agreement), Mortgagor is, and as to any Personal Property acquired hereafter, will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claim thereon of any kind whatsoever. Further, Mortgagor shall notify the Administrative Agent of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein, except as otherwise permitted by the terms of the Credit Agreement. Mortgagor warrants that no financing statement covering any Personal Property under which a security interest prior to that of the Administrative Agent and the Lenders is or may be claimed, is or will be on file in any public office, except as otherwise permitted by the terms of the Credit Agreement.

14. Right to Cure and Expenses. The Administrative Agent and the Lenders shall have the right, and Mortgagor hereby authorizes the Administrative Agent and the Lenders to pay all taxes, assessments, water and other charges, with interest, costs and charges accrued thereon, which may at any time be a lien upon the Leasehold Interest or the Leased Premises or any part thereof; to pay, perform and observe any obligation, agreement, covenant or condition on the part of Mortgagor to be paid, performed or observed pursuant to the Lease; to pay the premiums for any insurance required hereunder; to incur and pay expenses, including reasonable attorneys' fees, in protecting its rights hereunder and the security hereby granted; to pay any balance due under any conditional agreement of sale or other lien on any articles or fixtures included as a part of the Leased Premises; and to make payments and incur expenses in curing defaults hereunder and under the Lease; in each case if Mortgagor has failed to take such action or make such payment within thirty (30) days of the date when required or due or earlier if a lien results on the Leased Premises, provided insurance premiums shall be paid when due; and Mortgagor shall pay to the Administrative Agent and the Lenders on demand an amount equal to all amounts so incurred or paid, together with interest thereon at the Default Rate for the Alternate Base Rate for Loans at Level IV of the Applicable Margin from the date of payment by such paying party. The Administrative Agent and the Lender shall give written notice of such actions taken by any of them within a reasonable period of time after taking such action.

15. Application of Deposits By the Administrative Agent and the Lenders. Any deposits or other sums at any time credited by or due from any of the Administrative Agent and the Lenders to the Mortgagor or any endorsor or guarantor of the Obligations, and any securities or other property of the Mortgagor or any such endorser or guarantor at any time in the possession of any of the Administrative Agent and the Lenders, may at all times be held and treated as collateral for the payment and performance of the Obligations (direct or indirect, absolute or contingent, sole, joint or several, due or to become due, now existing or hereafter arising) of the Mortgagor to the Administrative Agent and the Lenders. Regardless of the adequacy of the collateral, the Administrative Agent and the Lenders may apply or set off such deposits or other sums against the Obligations, at any time following the occurrence of an Event of Default in the case of Mortgagor but only with respect to matured obligations in the case of endorsers or guarantors.

16. Separate Sales and Waiver of Marshaling. Mortgagor agrees that, in case the Administrative Agent in the exercise of the Power of Sale herein given elects to sell in parcels, such sales may be held from time to time and the Administrative Agent's right to sell shall not be exhausted until all of the Leasehold Interest shall have been sold; and that the Administrative Agent shall have the additional right and power to sell the whole of the Leasehold Interest notwithstanding that the proceeds of such sales exceed or may exceed the sum of money then secured hereby. In the event of any separate sale of Personal Property, Mortgagor shall be entitled to reasonable notice of the time and place of any public sale or of the time after which any private sale or other

intended disposition thereof is to be made, and such requirement of reasonable notice shall be met if such notice is mailed postage prepaid, to the address of Mortgagor as set forth in the Credit Agreement at least ten (10) days before the time of such sale or other disposition. At any foreclosure sale, the Leasehold Interest and any combination of the Leasehold Interest or all of any other security for the Obligations or any part thereof may be offered for sale for one total price, and the proceeds of such sale may be accounted for in one account without distinction between the items of security and without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshaling of assets.

17. Foreclosure Costs/Proceeds. Mortgagor agrees that if foreclosure proceedings shall be begun, the Administrative Agent and the Lenders shall be entitled to collect all costs, charges and expenses, including reasonable attorneys' fees, incurred in connection therewith, and all such costs, charges and expenses shall be part of the amount required to be paid to the Administrative Agent and the Lenders to effectuate any redemption. If surplus proceeds are realized from a foreclosure sale, neither the Administrative Agent nor any of the Lenders shall be liable for any interest thereon pending distribution of such proceeds by the Administrative Agent, or the Lenders, as applicable.

18. Management Costs after Default. Mortgagor agrees that if the Administrative Agent or any of the Lenders enter into possession of the Leased Premises following an Event of Default, Mortgagor shall pay to the Administrative Agent on demand an amount equal to all costs and expenses, including reasonable attorneys' fees, incurred in the care and management of the Leased Premises and in defending any action brought by Mortgagor arising out possession by the Administrative Agent or any of the Lenders, as applicable, together with interest at the Default Rate for the Alternate Base Rate for Loans at Level IV of the Applicable Margin from the date of payment by the Administrative Agent or any of the Lenders, as applicable.

19. Remedies Cumulative. Mortgagor agrees that all remedies provided in this Mortgage or any other instrument evidencing, securing, guaranteeing or otherwise related to the Obligations or any of them, are distinct and cumulative to any other right or remedy under this Mortgage or any such other instrument or afforded by law, and may be exercised concurrently, independently or successively; that the rights and remedies of the Administrative Agent and the Lenders under this Mortgage may be exercised without regard to the adequacy of any other security for the Obligations or any part thereof, and without the Administrative Agent or any of the Lenders first having to realize on or attempt to realize on any such other security in any respect or to any extent.

20. Waiver. Mortgagor agrees that no consent or waiver by the Administrative Agent or any of the Lenders to or of any default by Mortgagor shall be

effective unless expressed in a writing executed by the Administrative Agent, and no consent or waiver by the Administrative Agent or any of the Lenders to or of any default by Mortgagor shall be construed as a consent or waiver to or of any other default in the same or any other term, condition, covenant, agreement or other provision of this Mortgage or any other instrument evidencing, securing, guaranteeing or otherwise related to the Obligations or any of them.

21. Severability. Mortgagor acknowledges and agrees that in case any one or more provisions of this Mortgage shall be found by a court or other tribunal of competent jurisdiction to be invalid or unenforceable for any reason or in any respect or circumstance, such invalidity or unenforceability shall not limit or impair the validity or enforcement of any other provision hereof or affect the validity or enforcement of the provisions of this Mortgage under any other circumstances.

22. Compliance with Environmental Laws. Mortgagor shall at all times comply in all material respects with the requirements of the Environmental Laws. In the event that Mortgagor fails to comply in any material respect with the requirements of any of the Environmental Laws, the Administrative Agent may, at its election, but without the obligation to do so, give such notices or cause such work to be performed at the Leased Premises, or take any and all other action as the Administrative Agent reasonably deems necessary, as shall cure such failure of compliance, and Mortgagor shall pay to the Administrative Agent on demand an amount equal to all amounts paid by the Administrative Agent in connection therewith, together with interest thereon at the Default Rate for the Alternate Base Rate for Loan Facilities at Level IV of the Applicable Margin from the date of such payment by the Administrative Agent, and without limiting the generality of the foregoing or derogating from any of the Administrative Agent's rights pursuant thereto, the Administrative Agent, by the payment of any assessment, claim or charge, may, if it sees fit, be thereby subrogated to the rights of the United States, the State in which the Leased Premises are located or other authority to which such payment shall have been made. No such action by the Administrative Agent shall be deemed to relieve Mortgagor from any default hereunder or impair any right or remedy consequent thereon.

23. Environmental Site Assessment. At Mortgagor's expense, Mortgagor shall, promptly upon written request of the Administrative Agent made at any time that the Administrative Agent reasonably believes that a release of Hazardous Materials has occurred at the Leased Premises which the Mortgagor uses or occupies under the Lease, or other violations of Environmental Laws have occurred at the Leased Premises, seek the permission of the lessor under the Lease to have an environmental site assessment made of the Leased Premises of a scope and by an environmental engineer satisfactory to the Administrative Agent, and shall promptly provide the Administrative Agent with a written report of any site assessment so made, prepared and signed by such engineer. Notwithstanding any such assessment, the Administrative Agent shall have the right, if the Administrative Agent reasonably believes that a

release of Hazardous Materials has occurred at the Leased Premises or other violations of Environmental Laws have occurred at the Leased Premises, and if the lessor under the Lease permits, to cause, on reasonable prior notice, one or more environmental site assessments to be made of the Leased Premises of such scope as such lessor allow the Administrative Agent deems appropriate, and in connection therewith the Administrative Agent and its agents and independent contractors shall have the right to enter upon the Leased Premises from time to time and to the extent such lessor permits to take such action as the Administrative Agent may deem necessary or appropriate. Mortgagor shall reimburse the Administrative Agent and the Lenders on demand for all costs incurred by the Administrative Agent and the Lenders in connection therewith.

24. Survival of Environmental Covenants. Mortgagor agrees that Mortgagor's obligations under Sections 22 and 23 hereof shall survive the satisfaction of the indebtedness secured hereby and any discharge or foreclosure of this Mortgage or acceptance of a deed in lieu of the foreclosure hereof.

25. Jury Trial Waiver. MORTGAGOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER OF ANY KIND WHATSOEVER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS MORTGAGE, THE OBLIGATIONS, ANY DOCUMENT RELATED HERETO OR THE RELATIONSHIPS ESTABLISHED HEREUNDER OR UNDER ANY SUCH DOCUMENT.

26. Consent to Jurisdiction. Mortgagor agrees that any suit for the enforcement of this Mortgage or any of the Obligations may be brought in the courts of the State of New York or any Federal Court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon Mortgagor by mail at the address specified herein. Mortgagor hereby waives any objections that it may now or hereafter have to the venue of any such suit or any such court or based on such suit having been brought in an inconvenient court.

27. Successors and Assigns. The word "Mortgagor" shall mean the mortgagor or mortgagors named herein, and also any subsequent owner or owners of the Leasehold Interest under the Leased Premises. All the within covenants and agreements of Mortgagor shall be binding upon the mortgagor or mortgagors named herein and their heirs, executors, administrators, successors and assigns. Whenever more than one person comprises Mortgagor, the obligations of Mortgagor under this Mortgage shall be joint and several. Administrative Agent has been appointed to act as Administrative Agent hereunder by the other Lenders. Administrative Agent shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of the Leased Premises) in accordance with the terms of the Credit Agreement, any related agency agreement among Administrative

Agent and the other Lenders (collectively, as amended, amended and restated, supplemented or otherwise modified or replaced from time to time, the "Agency Documents") and this Mortgage. Mortgagor and all other Persons shall be entitled to rely on releases, waivers, consents, approvals, notifications and other acts of the Administrative Agent, without inquiry into the existence of required consents or approvals of the Lenders therefor.

The Administrative agent shall at all times be the same Person that is Agent under the Agency Documents. Written notice of resignation by the Administrative Agent pursuant to the Agency Documents shall also constitute notice of resignation as Administrative Agent under this Mortgage. Administrative Agent shall provide a notice to Mortgagor of its resignation but the failure to do so shall not affect the resignation. Removal of the Administrative Agent pursuant to any provision of the Agency Documents shall also constitute removal as the Administrative Agent under this Mortgage. Appointment of a successor Administrative Agent pursuant to the Agency Documents shall also constitute appointment of a successor Administrative Agent under this Mortgage. The successor Administrative Agent shall provide a notice to the Mortgagor of its appointment but the failure to do so shall not affect the appointment. Upon the acceptance of any appointment as Administrative Agent by a successor Administrative Agent under the Agency Documents, that successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Administrative Agent as the Administrative Agent under this Mortgage, and the retiring or removed Administrative Agent shall promptly (i) assign and transfer to such successor Administrative Agent all of its right, title and interest in and to this Mortgage and the Leased Premises, and (ii) execute and deliver to such successor Administrative Agent such assignments and amendments and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Administrative Agent of the liens and security interests created hereunder, whereupon such retiring or removed Administrative Agent shall be discharged from its duties and obligations under this Mortgage. After any retiring or removed Administrative Agent's resignation or removal hereunder as Administrative Agent, the provisions of this Mortgage and the Agency Documents shall inure to its benefit as to any actions taken or omitted to be taken by it under this Mortgage while it was the Administrative Agent hereunder.

28. Section Headings. Section headings in this Mortgage are included herein for convenience only and shall not constitute a part of this Mortgage for any other purpose.

29. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State in which the Leased Premises are located without reference to principles of conflicts of law.

30. Change in Law. If any law is hereafter passed by the State in which the Leased Premises are located deducting from the value of land for the purposes of taxation any mortgage thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgages for state or local purposes or the manner of collection of any such taxes, so as, in the judgment of the Administrative Agent, to affect adversely and materially the Administrative Agent's and/or any Lender's rights to the Leased Premises as security for the payment and performance of the Obligations, notwithstanding compliance by Mortgagor with all other provisions hereof, then the whole of the indebtedness hereby secured shall, at the Administrative Agent's discretion, become due and payable thirty (30) days after written notice from the Administrative Agent to Mortgagor demanding payment in full of the Obligations; provided, however, that the Administrative Agent's decision to accelerate such indebtedness shall be ineffective if Mortgagor is permitted by law to pay the whole of such tax, and if Mortgagor, prior to the expiration of said thirty (30)-day period, does pay such tax and agrees, by written instrument in form and substance satisfactory to the Administrative Agent, to pay any such tax thereafter levied with respect to the Leased Premises.

Further, in the event that, as a result of the enactment, expiration or repeal after the date of this Mortgage of any applicable law, the provisions of the Notes or any of the Loan Documents or this Mortgage are rendered unenforceable in accordance with their terms, or all or any part of the sums secured hereby are rendered uncollectible in accordance with the terms of the Notes and/or this Mortgage and/or the Loan Documents, or the value of the security for the Obligations afforded by this Mortgage is diminished materially in the judgment of the Administrative Agent, then the whole of the indebtedness hereby secured shall, at the Administrative Agent's discretion, become due and payable thirty (30) days after written notice from the Administrative Agent to Mortgagor demanding payment in full of the Obligations.

31. Events of Default. Each of the following events shall constitute an "Event of Default" under this Mortgage:

31.1 failure to perform or satisfy any condition, undertaking, agreement, or covenant set forth in Sections 5 and 13 of this Mortgage;

31.2 failure for ten (10) days to perform or satisfy any other condition, undertaking, agreement, or covenant set forth herein, which failure remains uncured within thirty (30) days of written notice or, for such non-monetary defaults which cannot reasonably be cured within such thirty (30) day period, provided that the Mortgagor is diligently proceeding to cure, such longer time up to a maximum of sixty (60) days as is reasonably necessary to cure such non-monetary default;

31.3 failure to pay, perform or satisfy any condition, undertaking, agreement, or covenant set forth in any other mortgage, debt or obligation of the Mortgagor to the Administrative Agent and or any of the Lenders, which remains uncured beyond any applicable grace or cure period;

31.4 any representation or warranty made in this Mortgage or in any writing furnished in connection with or pursuant to this Mortgage shall prove to be incorrect in any material respect as of the time made or furnished;

31.5 the occurrence of an Event of Default under the Credit Agreement which was not cured in accordance with the provisions of the Credit Agreement; and

31.6 the occurrence of a default under the Lease, which default remains uncured within any applicable grace or cure period.

32. Remedies Upon an Event of Default. Upon the occurrence of any Event of Default hereunder, the Administrative Agent may without any further notice to Mortgagor:

(a) declare the entire mortgage debt immediately due and payable and, in the event Mortgagor shall fail forthwith to pay such amounts upon such demand, the Administrative Agent shall be entitled and empowered to institute such action or proceedings at law or in equity as may be advised by the Administrative Agent's counsel for the collection of the sums so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against Mortgagor and collect, out of the property of Mortgagor wherever situated, as well as out of the Leased Premises, in any manner provided by law, moneys adjudged or decreed to be payable; and

(b) either with or without entry or taking possession of the Leased Premises as provided in this Mortgage or otherwise, personally or by the Administrative Agent's agents or attorneys, and without prejudice to the right to bring an action for foreclosure of this Mortgage:

(i) sell the Leasehold Interest or any part thereof (in any such order as the Administrative Agent shall, in its sole and absolute discretion, elect) pursuant to any procedures provided by applicable law (and any amendments or substitute statutes in regard thereto) including by power of sale, and all estate, right, title interest, claim and demand therein, and right of redemption thereof, at one or more sales as an entirety or in parcels or parts (in any such order as the Administrative Agent shall, in its sole and absolute discretion, elect) and at such time and place upon such terms and after such notice thereof as may be required or permitted by applicable law; or

(ii) take such steps to protect and enforce the Administrative Agent and the Lender's rights whether by action, suit or proceeding in equity or at law for the specific performance of any term, provision, covenant or condition in the Credit Agreement, the Notes or in this Mortgage, or in aid of the execution of any power granted in this Mortgage, or for any foreclosure under this Mortgage, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as the Administrative Agent may elect, in its sole and absolute discretion; and

(c) either with or without entering or taking possession of the Leased Premises as provided in this Mortgage, personally or by the Administrative Agent's agents or attorneys, institute proceedings for the complete or partial foreclosure of this Mortgage; and

(d) exercise any and all other rights and remedies contained herein or in any of the agreements, instruments and documents evidencing, securing, guaranteeing, or otherwise related to the Obligations or any of them or available at law or in equity.

Immediately upon the commencement of any action, suit or other legal proceedings by the Administrative Agent or the Lenders pursuant to any provision of this Mortgage, or of any other nature in aid of the enforcement of the Credit Agreement, the Notes or this Mortgage, Mortgagor shall, if required by the Administrative Agent or the Lenders, consent to the appointment of a receiver or receivers of the Leased Premises and of all the earnings, revenues, rents, issues, profits and income thereof. During the existence of any Event of Default, or upon, or at any time after, the commencement of any proceedings to foreclose this Mortgage in accordance with the terms hereof, the Administrative Agent shall be entitled, as a matter of right if it shall so elect, without the giving of notice to any other party and without regard to the adequacy or inadequacy of any security for indebtedness secured by this Mortgage, forthwith either before or after declaring the unpaid mortgage debt to be due and payable, to the appointment of such a receiver or receivers to the extent permitted by applicable law. Such appointment may be made either before or after any foreclosure sale without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Leased Premises and the Administrative Agent or the Lenders may be appointed as such receiver. Such receiver shall have power: (a) to collect Rents, and, in case of a foreclosure sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagor, except for the invention of such receiver, would be entitled to collect such Rents, (b) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness secured by this Mortgage and beyond the date of the issuance of a deed or deeds to a purchase or purchasers at a foreclosure sale, it being understood and agreed

that any such leases, and the options or other such provisions to be contained therein shall be on reasonable market terms and be binding upon Mortgagor and all persons whose interests in the Leased Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the indebtedness secured hereby, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser, and (c) all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Leased Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of the mortgage debt, or any tax, special assessment or other lien which may be or become superior to the lien hereof.

The court may, from time to time, authorize said receiver to apply the net amounts remaining in its hands, after deducting reasonable compensation for the receiver and its counsel as allowed by the court, in payment (in whole or in part) of any or all of the Obligations, including without limitation the following, in such order of application as the Administrative Agent may elect: (a) amounts due under the Notes; (b) amounts due upon any decree entered in any suit foreclosing this Mortgage; (c) costs and expenses of foreclosure and litigation upon the Leasehold Interest; (d) insurance premiums, repairs, taxes, special assessments, water charges and interest, penalties and costs, in connection with the Leased Premises; (e) any other lien or charge upon the Leasehold Interest that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same; and (f) all moneys advanced by the Administrative Agent or the Lenders to cure or attempt to cure any Default by the Mortgagor in the performance of any obligations or conditions contained in any Loan Documents or this Mortgage or otherwise, to protect the security hereof provided herein, or in any Loan Document, with interest on such advances at the Default Rate for Alternate Base Rate Loans at Level IV of the Applicable Margin from the date of payment by such paying party.

To the extent permitted by applicable law and procedure, the following provisions shall apply to foreclosure proceedings and sales under this Mortgage. The surplus of the proceeds of sale, if any, shall be paid to the Administrative Agent and the Lenders, upon reasonable request. This Mortgage may be foreclosed once against all, or successively against any portion or portions of the Leasehold Interest, as the Administrative Agent may elect, until all of the Leasehold Interest has been foreclosed against and sold. As part of the foreclosure, the Administrative Agent, in its discretion may, with or without entry, personally or by attorney, sell to the highest bidder all or any part of the Leasehold Interest, and all right, title, interest, claim and demand therein, and the right of redemption thereof as an entirety, or in separate lots, as the Administrative Agent may elect, and in one sale or in any number of separate sales held at one time or at any number of times, all in any manner and upon such notice as provided by applicable law. Upon the completion of any such sale or sales, the Administrative Agent shall transfer and deliver, or cause to be transferred and

delivered, to the purchaser or purchasers the property so sold, in the manner and form as provided by applicable law, and the Administrative Agent is hereby irrevocably appointed the true and lawful attorney-in-fact of Mortgagor, in its name and stead, to make all necessary transfers of property thus sold, and for that purpose the Administrative Agent may execute and deliver, for and in the name of Mortgagor, all necessary instruments of assignment and transfer, Mortgagor hereby ratifying and confirming all that said attorney-in-fact shall lawfully do by virtue hereof. In the case of any sale of the Leasehold Interest pursuant to any judgment or decree of any court at public auction or otherwise, the Administrative Agent may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to deliver over and use the Notes and any claims for the debt in order that there may be credited as paid on the purchase price the amount of the debt. In case of any foreclosure of this Mortgage (or the commencement of or preparation therefor) in any court, all expenses of every kind paid or incurred by the Administrative Agent or the Lenders for the enforcement, protection or collection of this security, including court costs, reasonable attorneys' fees, stenographers' fees, costs of advertising appraisal and environmental investigations, including the costs of the preparation of phase I and phase II surveys of the Leased Premises, and costs of title insurance and any other documentary evidence of title, shall be paid by Mortgagor.

33. Notices. All notices hereunder and under any applicable law pertaining hereto shall be in writing and shall be deemed sufficiently given or served for all purposes when delivered as provided for in the Credit Agreement.

34. Additional Covenants. Mortgagor shall pay all rent and other monetary obligations under the Lease when due and shall fully, completely and punctually observe and perform all of its other obligations under the Lease. Mortgagor shall not cancel, terminate or surrender the Lease or consent to or accept a cancellation, termination or surrender thereof. Mortgagor shall not modify, alter or amend the Lease without, in each instance, the Administrative Agent's prior written consent, which shall be at the Administrative Agent's sole discretion. Mortgagor shall not convey, assign, sell, mortgage, encumber, pledge, dispose of, hypothecate, grant a security interest in, grant options with respect to or otherwise dispose of (directly or indirectly, by operation of law or otherwise, of record or not) the Lease or all or any part of its interest therein without, in each instance, the prior written consent of the Administrative Agent which consent shall not be unreasonably withheld. The fee title to the real estate which is the subject of the Lease and the leasehold estate under the Lease shall not merge but shall remain at all times separate and distinct, notwithstanding the union of such estates in the lessor under the Lease, the Mortgagor or a third party, whether by purchase or otherwise. The Administrative Agent and the Lenders shall at all times have the rights of a leasehold mortgagee. Mortgagor shall promptly deliver to the Administrative Agent copies of (a) all notices of default and (b) all other notices, certificates, documents and instruments received by Mortgagor under or with respect to the Lease. The Administrative Agent or any of the Lenders may, but shall not be obligated to, cure any

default by Mortgagor under the Lease. No such action by the Administrative Agent or any of the Lenders shall release Mortgagor from any of the Obligations. Mortgagor shall pay the Administrative Agent and the Lenders on demand all amounts paid by the Administrative Agent or any of the Lenders to cure such defaults and all costs and expenses, including reasonable attorneys' fees, incurred by the Administrative Agent and the Lenders in connection with such cure in accordance with the terms of this Mortgage otherwise applicable when the Administrative Agent or any of the Lenders cures any Event of Default, and all such amounts shall be considered part of the Obligations secured hereby.

35. Statutory Condition/Power of Sale. Mortgagor hereby agrees to the extent permitted by law that this Mortgage may be foreclosed by Administrative Agent, at Administrative Agent's option, pursuant to the provisions of Section 846.101, 846.102, and/or 846.103 of Wisconsin Statutes, as the same may be amended and renumbered from time to time. This Mortgage is a construction mortgage as described in Section 409.334(8) and 706.11 (1m) (a) of Wisconsin Statutes, as the same may be amended or renumbered from time to time. Without limiting the foregoing, following the occurrence of an Event of Default, the Administrative Agent shall have the right to commence and maintain an action or actions in any court of competent jurisdiction to foreclose this Mortgage, and to cause the Leasehold Interest to be sold to satisfy the Obligations, subject to the terms of the Lease. Except as required by law, neither Mortgagor nor any other person or entity other than the Administrative Agent shall have the right to direct the order in which the Leasehold Interest is sold. Upon sale of the Leasehold Interest at any foreclosure, the Administrative Agent may credit bid (as determined by Administrative Agent in its sole and absolute discretion) all or any portion of the Obligations. This Mortgage is upon the STATUTORY CONDITION, and upon the further condition that each of the aforementioned covenants, agreements, representations and warranties shall be kept and duly performed. If there shall occur a breach of any of such conditions which constitutes an Event of Default hereunder, or if the entire mortgage debt becomes due at the option of the Administrative Agent following the occurrence of an Event of Default, the Administrative Agent, shall have the STATUTORY POWER OF SALE, and, as to the Personal Property, all rights and remedies conferred by the Uniform Commercial Code.

[signature page to follow]

Executed as a sealed instrument on the day and year first above written.

ALBOR RESTAURANT GROUP, LLC, a Wisconsin limited liability company

By: _____
Name: Rob L. Alvarado
Its: Manager

DENISE R MORENO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20024001202
MY COMMISSION EXPIRES FEBRUARY 12, 2018

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 31st day of June, 2016, by Rob L. Alvarado, the Manager of Albor Restaurant Group, LLC, a Wisconsin limited liability company, on behalf of said company.

_____
Notary Public

Property Address: 2825 S. Green Bay Road, Racine, Racine County, Wisconsin 53406

(Store #031985)

EXHIBIT A

Legal Description of Land

Lot Two (2), of Certified Survey Map No. 2244, as recorded in the office of the Register of Deeds for Racine County, Wisconsin, in Vol. 6 of Certified Survey Maps, on page 905 as Document No. 1727478, being a redivision of parts of Lots 16 and 17, Block 1, Regency Mall, City of Racine, Racine County Wisconsin.

PARCEL NO. 23876046
Address per tax roll: 2825 S Green Bay Rd, Racine, WI.

This

(Store #031985)

EXHIBIT B

Lease

Lease referred to in Memorandum of Lease by and between Taco Bell of America, LLC successor by conversion by Taco Bell of America, Inc., as Lessor(s), and Albor Restaurant Group, LLC, a Wisconsin limited liability company, as Lessee(s), dated December 22, 2015 and recorded December 28, 2015 in the Office of the Register of Deeds for Racine County, Wisconsin as Document Number 2425147.