

**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: 12/26/19 3:48 pm

Last Revised on: 12/26/19 3:48 pm

Printed on: 12/26/19 3:49 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: 11/06/2019 at 8:00 am

Owner(s) of record: First Citizens Bank &amp; Trust Company

Property address: 6031 Regency W Drive, Mt Pleasant, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: Parcel 2 of Certified Survey Map No. 1580, as recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 24, 1992, in Volume 4 of Certified Survey Maps, Page 838, as Document No. 1387172, being a redivision of Site 2 of Certified Survey Map No. 1073, being a part of the Southwest ¼ and Northwest ¼ of the Southwest ¼ of Section 24, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

Tax Key No: 151-03-22-24-031-050

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

None

**Easements / Restrictions & Other Encumbrances**

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

Easements, restrictions and other matters shown on Certified Survey Map 1580 recorded August 24, 1992 as Document No. 1387172.

Easements, restrictions and other matters shown on Certified Survey Map 1073 recorded May 7, 1985 as Document No. 1168310.

Declaration of Easements and Covenants and other matters contained in the instrument recorded May 17, 1985 in Volume 1752, Page 604 as Document No. 1169012.

Amendment to Declaration of Easements and Covenants and other matters contained in the instrument recorded June 13, 1986 in Volume 1803, Page 330 as Document No. 1196578.

Second Amendment to Declaration of Easements and Covenants and other matters contained in the instrument recorded July 10, 1987 in Volume 1874, Page 607 as Document No. 1234886.

Agreement and Consent and other matters contained in the instrument recorded October 6, 1992 in Volume 2190, Page 477 as Document No. 1392354.

Vacation of Easement Rights and other matters contained in the instrument recorded July 15, 2010 as Document No. 2255513.



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Easement Declaration and other matters contained in the instrument recorded September 25, 1992 in Volume 2187, Page 734 as Document No. 1391253.

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded April 30, 1993 in Volume 2247, Page 268 as Document No. 1415790.

Finding, Determination and Declaration and other matters contained in the instrument recorded March 22, 1994 in Volume 2355, Page 935 as Document No. 1459321.

Resolution 3-98 Dissolving the Mount Pleasant Storm Drainage District and other matters contained in the instrument recorded April 27, 2009 as Document No. 2210698.

### Judgments / Liens

None

### General Taxes

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

Taxes for the Year 2018 in the amount of \$17,692.87, and all prior years are paid.

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

### 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.

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





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



(12)

1079106

## 2018 Property Record | Racine County, WI

Assessed values not finalized until after Board of Review  
Property Information is valid as of 11/12/2019 9:47:57 AM

<b>Owner Address</b> FIRST-CITIZENS BANK & TRUST COMPANY P.O. BOX 27131 - MAIL CODE DAC41 RALEIGH, NC 27611	<b>Owner</b> FIRST-CITIZENS BANK & TRUST COMPANY																																																					
<b>Property Information</b> <u>Parcel ID:</u> 151-032224031050 <u>Document #</u> 2489412 <u>Tax Districts:</u> UNIFIED SCHOOL DISTRICT	<b>Property Description</b> <i>For a complete legal description, see recorded document.</i> PT SW1/4 CSM #1580 V4 P838 #1387172 PCL 2 FROM 008032223031020 IN 92 93 ROLL **TOTAL ACRES** 00.64 <u>Municipality:</u> 151-VILLAGE OF MT PLEASANT <u>Property Address:</u> 6031 REGENCY WEST DR																																																					
<table style="width: 100%;"> <tr> <th style="text-align: left;">Tax Information</th> <th style="text-align: right;">Print Tax Bill</th> </tr> <tr> <td style="padding: 2px;"><u>Installment</u></td> <td style="text-align: right; padding: 2px;"><u>Amount</u></td> </tr> <tr> <td style="padding: 2px;"><u>First:</u></td> <td style="text-align: right; padding: 2px;">9,017.87</td> </tr> <tr> <td style="padding: 2px;"><u>Second:</u></td> <td style="text-align: right; padding: 2px;">8,675.00</td> </tr> <tr> <td style="padding: 2px;"><u>Third:</u></td> <td style="text-align: right; padding: 2px;">0.00</td> </tr> <tr> <td style="padding: 2px;"><u>Total Tax Due:</u></td> <td style="text-align: right; padding: 2px;">17,692.87</td> </tr> <tr> <td style="padding: 2px;"><u>Base Tax:</u></td> <td style="text-align: right; padding: 2px;">17,421.36</td> </tr> <tr> <td style="padding: 2px;"><u>Special Assessment:</u></td> <td style="text-align: right; padding: 2px;">341.50</td> </tr> <tr> <td style="padding: 2px;"><u>Lottery Credit:</u></td> <td style="text-align: right; padding: 2px;">0.00</td> </tr> <tr> <td style="padding: 2px;"><u>First Dollar Credit:</u></td> <td style="text-align: right; padding: 2px;">69.99</td> </tr> <tr> <td style="padding: 2px;"><u>Amount Paid:</u> (View payment history info below)</td> <td style="text-align: right; padding: 2px;">17,692.87</td> </tr> <tr> <td style="padding: 2px;"><u>Current Balance Due:</u></td> <td style="text-align: right; padding: 2px;">0.00</td> </tr> <tr> <td style="padding: 2px;"><u>Interest:</u></td> <td style="text-align: right; padding: 2px;">0.00</td> </tr> <tr> <td style="padding: 2px;"><u>Total Due:</u></td> <td style="text-align: right; padding: 2px;">0.00</td> </tr> </table>	Tax Information	Print Tax Bill	<u>Installment</u>	<u>Amount</u>	<u>First:</u>	9,017.87	<u>Second:</u>	8,675.00	<u>Third:</u>	0.00	<u>Total Tax Due:</u>	17,692.87	<u>Base Tax:</u>	17,421.36	<u>Special Assessment:</u>	341.50	<u>Lottery Credit:</u>	0.00	<u>First Dollar Credit:</u>	69.99	<u>Amount Paid:</u> (View payment history info below)	17,692.87	<u>Current Balance Due:</u>	0.00	<u>Interest:</u>	0.00	<u>Total Due:</u>	0.00	<b>Land Valuation</b> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;"><u>Code</u></th> <th style="text-align: left;"><u>Acres</u></th> <th style="text-align: left;"><u>Land</u></th> <th style="text-align: left;"><u>Impr.</u></th> <th style="text-align: left;"><u>Total</u></th> </tr> <tr> <td style="padding: 2px;">2</td> <td style="text-align: center; padding: 2px;">0.64</td> <td style="text-align: right; padding: 2px;">\$348,500</td> <td style="text-align: right; padding: 2px;">\$521,800</td> <td style="text-align: right; padding: 2px;">\$870,300</td> </tr> <tr> <td></td> <td style="text-align: center; padding: 2px;">0.64</td> <td style="text-align: right; padding: 2px;">\$348,500</td> <td style="text-align: right; padding: 2px;">\$521,800</td> <td style="text-align: right; padding: 2px;">\$870,300</td> </tr> <tr> <td colspan="3" style="padding: 2px;"><u>Assessment Ratio:</u></td> <td colspan="2" style="text-align: right; padding: 2px;">0.9856968380</td> </tr> <tr> <td colspan="3" style="padding: 2px;"><u>Fair Market Value:</u></td> <td colspan="2" style="text-align: right; padding: 2px;">883000.00</td> </tr> </table>	<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>	2	0.64	\$348,500	\$521,800	\$870,300		0.64	\$348,500	\$521,800	\$870,300	<u>Assessment Ratio:</u>			0.9856968380		<u>Fair Market Value:</u>			883000.00	
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\*No data found for Delinquent Tax Summary In 2018

## Racine County

Owner (s):

**FIRST-CITIZENS BANK & TRUST COMPANY**

Location:

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

Mailing Address:

**FIRST-CITIZENS BANK & TRUST COMPANY**

School District:

**4620 - UNIFIED SCHOOL DISTRICT****P.O. BOX 27131 - MAIL CODE DAC41****RALEIGH, NC 27611**

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

**151-03-22-24-031-050 151-VILLAGE OF MT PLEASANT Active**

Alternate Tax Parcel Number: Acres:

**0.6400**

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):

**PT SW1/4 CSM #1580 V4 P838 #1387172 PCL 2 FROM 008032223031020 IN 92 93 ROLL \*\*TOTAL ACRES\*\*  
00.64**

Site Address (es): (Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)

**6031 REGENCY WEST DR RACINE, WI 53406**

0 Lottery credits claimed
---------------------------

### Tax History

\* Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2018	\$17,692.87	\$17,692.87	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$17,842.42	\$17,842.42	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$19,906.49	\$19,906.49	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$20,542.93	\$20,542.93	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$19,410.20	\$19,410.20	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$20,236.53	\$20,236.53	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$21,105.74	\$21,105.74	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$19,818.27	\$19,818.27	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$11,419.57	\$11,419.57	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$14,065.37	\$14,065.37	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$12,788.26	\$12,788.26	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>						<b>\$0.00</b>

Interest and penalty on delinquent taxes are calculated to <b>November 30, 2019.</b>
--

Document #: **2489412**

Date: 03-22-2018 Time: 03:41 PM Pages: 5

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Chicago Title Waukesha - Escrow - 20825 SW

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

Exempt Code: 2

\*\*The above recording information verifies

this document has been electronically

recorded and returned to Chicago Title Waukesha - Escrow - 2X

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

Lowndes Drosdick Doster Kantor & Reed, P.A.  
308 East Fifth Avenue  
Mount Dora, Florida 32757

**MAIL TAX STATEMENTS TO:**

First-Citizens Bank & Trust Company  
Mail Code DAC41  
P.O. Box 27131  
Raleigh, North Carolina 27611-7131

**PROPERTY ADDRESS:**

6031 Regency West Drive  
Mount Pleasant, Wisconsin 53406

\_\_\_\_\_ space above this line for Recorder's use only

**RECEIVER'S DEED**

(Deed without Covenant, Representation, or Warranty)

STATE OF WISCONSIN §

§

COUNTY OF RACINE §

**RECITALS**

WHEREAS, on May 5, 2017, the Office of the Comptroller of the Currency closed Guaranty Bank p/k/a Guaranty Bank, S.S.B., Guaranty Bank for Savings, S.S.B., Guaranty Bank for Savings, Savings Association, and Guaranty Savings and Loan Association (collectively, the "Institution") and appointed the Federal Deposit Insurance Corporation (the "FDIC") as receiver for Guaranty Bank, Milwaukee, WI (the "Receiver");

WHEREAS, as a matter of federal law, 12 U.S.C. § 1821(d)(2)(A)(i), the Receiver succeeded to all of the right, title, and interest of the Institution in and to all of its assets, including without limitation, the Property (hereinafter defined); and

WHEREAS, the Receiver entered into a Purchase and Assumption Agreement Whole Bank All Deposits with First-Citizens Bank & Trust Company (the "Assuming Institution") on May 5, 2017 whereby the Receiver sold, conveyed, and transferred all its interest, if any, in certain assets of the Institution, including the Property referenced herein.

NOW, THEREFORE, the Receiver (hereinafter, "Grantor"), whose address is 1601 Bryan Street, Dallas, Texas 75201, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby GRANT, SELL, and CONVEY to the Assuming Institution (hereinafter, "Grantee"),

whose address is Mail Code DAC41, P.O. Box 27131, Raleigh, NC 27611-7131, WITHOUT COVENANT, REPRESENTATION, OR WARRANTY OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AND ANY AND ALL WARRANTIES THAT MIGHT ARISE BY COMMON LAW AND ANY WARRANTIES CREATED BY STATUTE, AS THE SAME MAY BE HEREAFTER AMENDED OR SUPERSEDED, ARE EXCLUDED, all of Grantor's right, title and interest, if any, in and to that certain real property situated in Racine County, Wisconsin, as described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with any and all improvements thereto and all and singular the rights and appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property"), **subject** however to any and all exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Property, liens, encumbrances, impositions (monetary and otherwise), access limitations, licenses, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Property, whether known or unknown, recorded or unrecorded, as well as standby fees, real estate taxes, and assessments on or against the Property for the current year and prior and subsequent years and subsequent taxes and assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property; and any and all zoning, building, and other laws, regulations, and ordinances of municipal and other governmental authorities affecting the Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances"). Grantee, by its acceptance of delivery of this Receiver's Deed, assumes and agrees to perform any and all obligations of Grantor or the Institution under the Permitted Encumbrances.

FURTHER, GRANTEE, BY ITS ACCEPTANCE OF DELIVERY OF THIS RECEIVER'S DEED, ACKNOWLEDGES AND AGREES THAT (i) GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) ANY INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT OR HOPE TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE TITLE, DESCRIPTION, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOF, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES,

REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY OR ANY PART THEREOF, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE AND DELIVERY HEREUNDER OF THE PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; and (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND ALL STATUTORY, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY, OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE, OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED, AND EXCLUDED FROM THIS RECEIVER'S DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION, SIGNIFICANCE, EFFECT, OR USE OF CONTRARY IMPORT OF ANY WORD, TERM, PHRASE OR PROVISION HEREIN.

Further, by its acceptance of delivery of this Receiver's Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, the Institution, and the FDIC in any and all of its various other capacities, and their respective employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it or they may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Property in any manner whatsoever. This covenant releasing Grantor, the Institution, and the FDIC in any and all of its various other capacities shall be a covenant running with the Property and shall be binding upon Grantee, its successors, and assigns.

TO HAVE AND TO HOLD all of Grantor's right, title and interest in the Property, if any, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its heirs, personal representatives, successors and assigns forever, without covenant, representation, or warranty whatsoever and subject to the Permitted Encumbrances.

The fact that certain encumbrances, limitations, or other matters or conditions may be mentioned, disclaimed, or excepted in any way herein, whether specifically or generally, shall not be a covenant, representation, or warranty of Grantor as to any encumbrances, limitations, or any other matters or conditions not mentioned, disclaimed, or excepted. Notwithstanding anything herein to the contrary, however, nothing herein shall be construed or deemed as an admission by Grantor or Grantee to any third party of the existence, validity, enforceability, scope, or location of any encumbrances, limitations, or other matters or conditions mentioned, disclaimed, or excepted in any way herein, and nothing shall be construed or deemed as a waiver by Grantor or Grantee of its respective rights, if any, but without obligation, to challenge or enforce the existence, validity, enforceability, scope, or location of same against third parties.

By its acceptance of delivery of this Receiver's Deed, Grantee hereby assumes the payment of all *ad valorem* taxes, standby fees, and general and special assessments of whatever kind and character affecting the Property which are due, or which may become due, for any tax year or assessment period



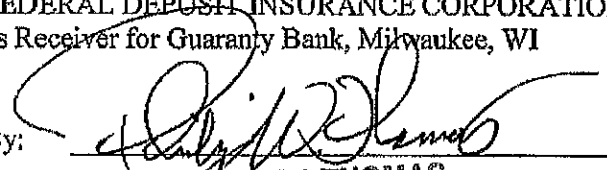
prior or subsequent to the date of this Receiver's Deed, including, without limitation, taxes or assessments becoming due by reason of a change in usage or ownership, or both, of the Property or any portion thereof.

This Assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.

IN WITNESS WHEREOF, this Receiver's Deed is executed this 18 day of January, 2018.

FEDERAL DEPOSIT INSURANCE CORPORATION,  
as Receiver for Guaranty Bank, Milwaukee, WI

By:

  
PHILIP W. THOMAS  
ATTORNEY-IN-FACT

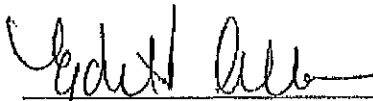
#### ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this 18th day of January, 2018, by Philip W. Thomas as Attorney in Fact of the Federal Deposit Insurance Corporation as Receiver for Guaranty Bank, Milwaukee, WI.

Witness my hand and official seal.

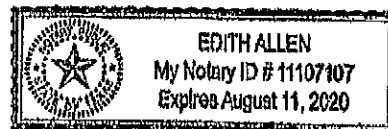


Signature

(Notary Seal)

Edith Allen, Notary Public  
Print or type name

My Commission Expires: August 11, 2020



### **EXHIBIT A to Receiver's Deed**

Parcel 2 of Certified Survey Map 1580 filed 8-24-92 in Volume 4, page 838, Document No. 1387172, being a redivision of Site No. 2 of Certified Survey Map No. 1073, filed in the office of the Register of Deeds for Racine County, Wisconsin, on May 7, 1985 in Volume 3, of Certified Survey Maps, pages 180-181, as Document No. 1168310 and being part of the Southeast 1/4 of Section 23 and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East. Said land being in the Village of Mount Pleasant, Racine County, Wisconsin.

Tax Key No: 151-03-22-24-031-050

Address: 8031 Regency West Drive

Drafted by: G. Edward Clement

1391256

P.23424

NEW SPICE REGISTRATION  
for Recording Data

(4)

## WARRANTY DEED

THIS DEED, made between Kenneth Bailey and Christel Bailey, husband and wife, and Muellermist Irrigation Co. (a/k/a Muellermist Irrigation Company), each an undivided one-half (1/2) interest, as tenants-in-common, Grantor, and Guaranty Bank, S.S.B., Grantee,

REGISTER'S OFFICE  
RACINE COUNTY, WI SS  
RECORDED

'92 SEP 25 P355

VOL 2187 PAGE 738-740

REGISTER  
OF DEEDS

WITNESSETH, that the said Grantor, for a valuable consideration, the receipt of which is hereby acknowledged, conveys to Grantee the following described real estate in Racine County, State of Wisconsin:

See Exhibit A attached hereto.

14-  
Return To Michael Bamberger, Esq.  
Beck, Chast, Loomis, Molony & Bamberger, S.C.  
330 East Kilbourn Avenue, Suite 1085  
Milwaukee, WI 53202

Wisconsin Real Estate Transfer Tax \$ 1,065.00  
Tax Parcel No.: 51-008-03-22-24-031-050

This is not homestead property.

Together with all and singular the hereditaments and appurtenances thereunto belonging, and Grantor warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances and those items set forth on Exhibit B attached hereto and will warrant and defend the same.

Dated this 17th day of September, 1992.

Kenneth Bailey (SEAL)  
\*Kenneth Bailey  
Christel Bailey (SEAL)  
Christel Bailey

MUELLERMIST IRRIGATION CO. (a/k/a  
Muellermist Irrigation Company)  
By: [Signature] (SEAL)  
\*Andrew Wright, President  
Attest: Joseph R. Wells (SEAL)  
\*Joseph R. Wells, Vice President

## ACKNOWLEDGEMENT

STATE OF WISCONSIN )  
SS.  
COUNTY OF Milwaukee

Personally came before me this 21 day of September, 1992 the above-named Kenneth Bailey and Christel Bailey to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Daniel D. Seibel  
\*Daniel D. Seibel

Notary Public Milwaukee County, WI  
My commission is permanent

THIS INSTRUMENT WAS DRAFTED BY

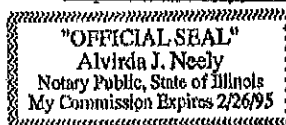
Daniel D. Seibel  
Godfrey & Kahn, S.C.  
780 N. Water Street  
Milwaukee, WI 53202

## ACKNOWLEDGEMENT

STATE OF ~~WISCONSIN~~ )  
ILLINOIS ) SS.  
COUNTY OF COOK

Personally came before me this 17th day of September, 1992 the above-named Andrew Wright and Joseph R. Wells, the President and Vice President, respectively, of Muellermist Irrigation Co., and to me known to be the persons who executed the foregoing instrument by its authority and acknowledge the same.

Alvira J. Neely  
\*Alvira J. Neely  
Notary Public Cook County, ~~WIS~~ ILLINOIS  
My Commission expires 2/26/95



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EXHIBIT A

Parcel 2 of Certified Survey Map 1580 filed 8-24-92 in Volume 4, Page 838, Document No. 1387172, being a redivision of Site No. 2 of Certified Survey Map No. 1073, filed in the office of the Register of Deeds for Racine County, Wisconsin on May 7, 1985 in Volume 3 of Certified Survey Maps, pages 180-181, as Document No. 1168310 and being a part of the Southeast 1/4 of Section 23 and the Southwest 1/4 of Section 24 Township 3 North, Range 22 East. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin.

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EXHIBIT B

Permitted Encumbrances

1. Taxes for the year 1992 and subsequent years.
2. Special taxes or assessments, if any, payable with taxes levied or to be levied for the year 1992 and subsequent years.
3. Mount Pleasant Storm Water and Sanitary District Assessments.
4. Declaration of Easements and Covenants, dated May 13, 1985 and recorded in the Office of the Register of Deeds for Racine County, Wisconsin, on May 17, 1985 in Volume 1752 of Records, page 604, as Document No. 1169012.
5. Amendment to Declaration of Easements and Covenants dated June 12, 1986 and recorded in said Register's office on June 13, 1986 at 10:30 a.m. in Volume 1803 of Records, page 330, as Document No. 1196578.
6. Second Amendment to Declaration of Easements and Covenants, dated September 22, 1986 and recorded July 10, 1987 in Volume 1874, page 607, Document No. 1234886.
7. Ten foot Water Main Easement along the East lot line of the Site.
8. Limited vehicular access to Regency West Drive, no vehioular access to S.T.H. "31."
9. 30 foot common driveway and public utility easement and 50 foot building set back line as shown on Certified Survey Map No. 1580.
10. Easement Declaration dated September 21, 1992 and recorded in the office of the Register of Deeds for Racine County, Wisconsin.

VOL 2187 PAGE 740

1387172

# CERTIFIED SURVEY MAP NO. 1580

1387172

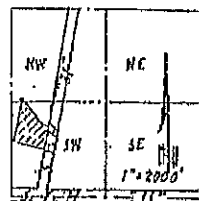
BEING A REDIVISION OF SITE 2 OF CERTIFIED SURVEY MAP NO. 1073, BEING A PART OF THE SW 1/4 AND NW 1/4 OF THE SW 1/4 OF SECTION 24, T 3 N, R 22 E, IN THE TOWN OF MOUNT PLEASANT, RAGINE COUNTY, WISCONSIN.

NO.	RADIUS	ARC CHORD	CHORD BEARING	Δ ANGLE	ΔP ANGLE
1	352.88	237.19	172° 01' 59" E	38° 09' 34"	19° 04' 57"
2	350.08	237.19	172° 01' 59" E	38° 09' 34"	19° 04' 57"
3	350.08	237.19	172° 01' 59" E	38° 09' 34"	19° 04' 57"
4	350.08	237.19	172° 01' 59" E	38° 09' 34"	19° 04' 57"
5	350.08	237.19	172° 01' 59" E	38° 09' 34"	19° 04' 57"
6	350.08	237.19	172° 01' 59" E	38° 09' 34"	19° 04' 57"
7	350.08	237.19	172° 01' 59" E	38° 09' 34"	19° 04' 57"
8	350.08	237.19	172° 01' 59" E	38° 09' 34"	19° 04' 57"
9	350.08	237.19	172° 01' 59" E	38° 09' 34"	19° 04' 57"
10	350.08	237.19	172° 01' 59" E	38° 09' 34"	19° 04' 57"
11	350.08	237.19	172° 01' 59" E	38° 09' 34"	19° 04' 57"
12	350.08	237.19	172° 01' 59" E	38° 09' 34"	19° 04' 57"
13	350.08	237.19	172° 01' 59" E	38° 09' 34"	19° 04' 57"
14	350.08	237.19	172° 01' 59" E	38° 09' 34"	19° 04' 57"
15	350.08	237.19	172° 01' 59" E	38° 09' 34"	19° 04' 57"
16	350.08	237.19	172° 01' 59" E	38° 09' 34"	19° 04' 57"
17	350.08	237.19	172° 01' 59" E	38° 09' 34"	19° 04' 57"
18	350.08	237.19	172° 01' 59" E	38° 09' 34"	19° 04' 57"
19	350.08	237.19	172° 01' 59" E	38° 09' 34"	19° 04' 57"
20	350.08	237.19	172° 01' 59" E	38° 09' 34"	19° 04' 57"



OWNER:  
MOUNT PLEASANT IRRIGATION CO.  
2012-22 59TH AVE.  
R.D. BOX 488  
MAYWOOD BRADYVILLE HI. 60153-0488

0- INDICATES 1" DIA. IRON PIPE, 24" LONG, WEIGHT PER LINEAL FOOT, UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT. ALL BEARINGS SHOWN ARE REFERENCED TO GRID NORTH OF WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

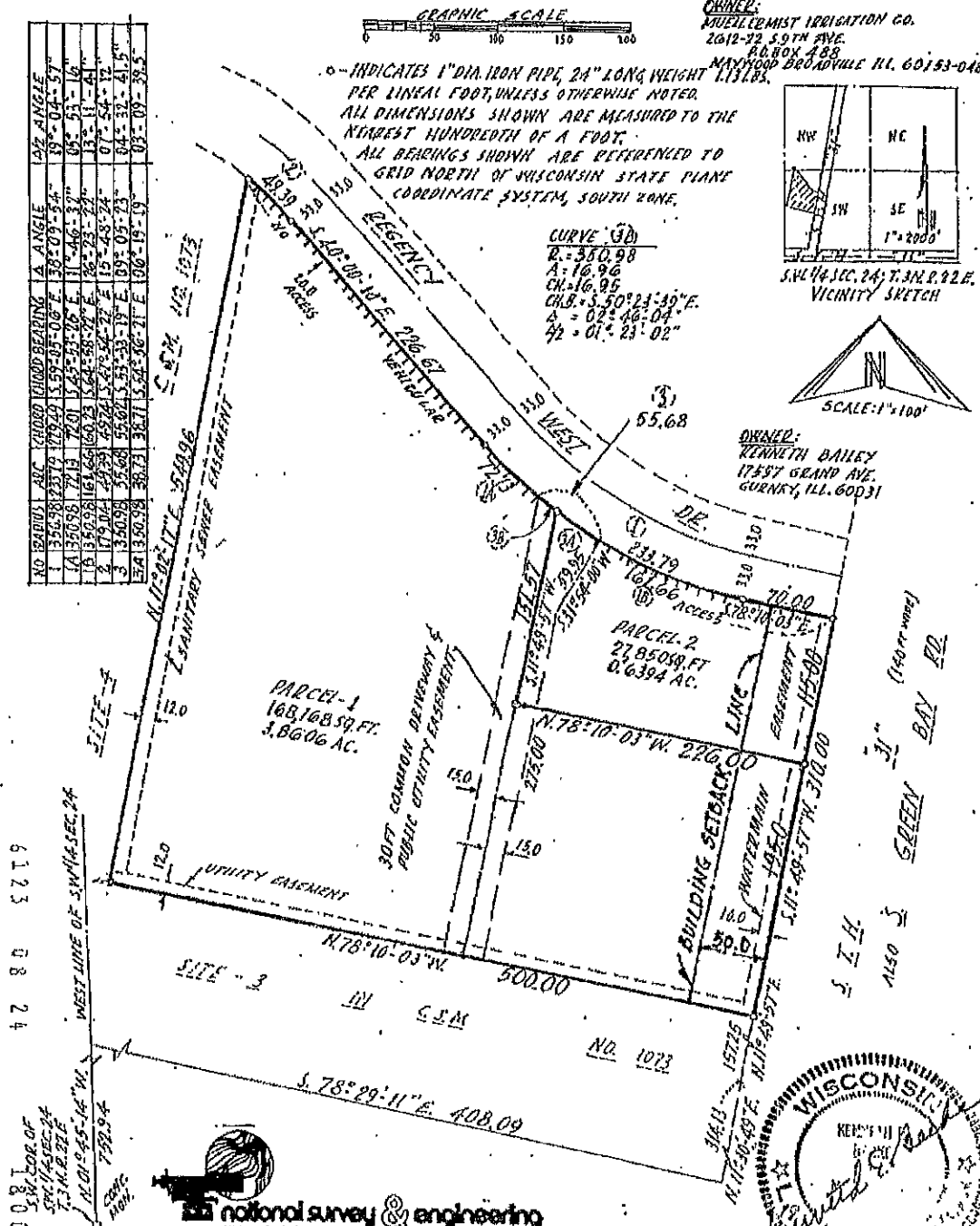


S. 1/4 SEC. 24, T. 3 N. R. 22 E.  
VICINITY SKETCH

CURVE (30)  
R = 310.98  
A = 16° 06'  
CH = 16.95  
CB = 3.50  
PC = 21.49° E.  
PT = 02° 06' 04"  
PI = 01° 23' 02"



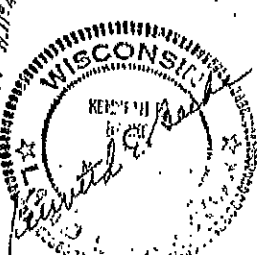
DRAWN:  
KENNETH BAILEY  
1737 GRAND AVE.  
GURNET, ILL. 60031



6123 08 24  
WEST LINE OF SW 1/4 SEC. 24  
N 01° 45' 14" W  
759.94  
CONG. ROAD



national survey & engineering  
4125 north 124th street • brookfield, wisconsin, 53008-0144 • phone 414 / 761-1000



Vol 4

## CERTIFIED SURVEY MAP NO. 1580

BEING A REDIVISION OF SITE 2 OF CERTIFIED SURVEY MAP NO. 1073, BEING A PART OF THE SW 1/4 AND NW 1/4 OF THE SW 1/4 OF SECTION 24, T 3 N, R 22 E, IN THE TOWN OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

### SURVEYOR'S CERTIFICATE

I, KENNETH E BERKE, REGISTERED SURVEYOR, CERTIFY;

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A REDIVISION OF SITE 2 OF CERTIFIED SURVEY MAP NO. 1073, A PART OF THE SW 1/4 AND NW 1/4 OF THE SW 1/4 OF SECTION 24, T 3 N, R 22 E, IN THE TOWN OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN, WHICH IS BOUNDED DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SW 1/4 SECTION; THENCE NORTH 01° 46' 14" WEST ALONG THE WEST LINE OF SAID 1/4 SECTION 752.94 FT. TO A POINT; THENCE SOUTH 78° 29' 11" EAST 408.09 FT. TO A POINT ON THE WESTERLY LINE OF STATE TRUNK HIGHWAY 31; THENCE NORTH 11° 30' 49" EAST ALONG SAID WESTERLY LINE 314.13 FT. TO AN ANGLE POINT; THENCE NORTH 11° 49' 57" EAST 157.25 FT. TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTH 78° 10' 03" WEST 500.00 FT. TO A POINT; THENCE NORTH 11° 02' 17" EAST 549.96 FT. TO A POINT ON THE SOUTHERLY LINE OF REGENCY WEST DRIVE; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE 49.39 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST WHOSE RADIUS IS 179.04 FT., AND WHOSE CHORD BEARS SOUTH 47° 54' 22" EAST 49.24 FT. TO A POINT; THENCE SOUTH 40° 00' 10" EAST ALONG SAID SOUTHERLY LINE 226.67 FT. TO A POINT; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE 233.79 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST WHOSE RADIUS IS 350.98 FT., WHOSE CHORD BEARS SOUTH 59° 05' 06" EAST 229.49 FT. TO A POINT; THENCE SOUTH 78° 10' 03" EAST ALONG SAID SOUTHERLY LINE 70.00 FT. TO A POINT ON THE WESTERLY LINE OF SAID STATE TRUNK HIGHWAY 31; THENCE SOUTH 11° 49' 57" WEST ALONG SAID WESTERLY LINE 310.00 FT. TO THE POINT OF BEGINNING.

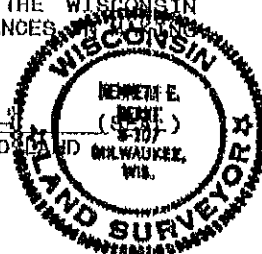
THAT I HAVE MADE THE SURVEY, LAND DIVISION, AND MAP BY THE DIRECTION OF KENNETH BAILEY.

THAT THE 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 CHAPTER 238 OF THE WISCONSIN STATUTES AND THE PROVISIONS OF THE MT PLEASANT ORDINANCES SAID SURVEY AND CERTIFIED SURVEY MAP.

7/20/92  
DATE

Kenneth E. Berke  
KENNETH E BERKE, REGISTERED  
SURVEYOR 9107



### CORPORATE OWNER'S CERTIFICATE

MUELLERMIST IRRIGATION CO., A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF ILLINOIS, AS OWNER, CERTIFIES THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH THE PROVISIONS OF THE MT PLEASANT ORDINANCES.

CERTIFIED SURVEY MAP NO. 1580

BEING A REDIVISION OF SITE 2 OF CERTIFIED SURVEY MAP NO. 1073, BEING A PART OF THE SW 1/4 AND NW 1/4 OF THE SW 1/4 OF SECTION 24, T 3 N, R 22 E, IN THE TOWN OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

MUELLERMIST IRRIGATION CO., DOES FURTHER CERTIFY THAT THIS MAP IS REQUIRED BY S.236.10 OR 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION;

TOWN OF MOUNT PLEASANT

AS OWNER, THE CORPORATION HEREBY RESTRICTS PARCELS ONE AND TWO, IN THAT NO OWNER, POSSESSOR, USER, NOR LICENSEE, NOR OTHER PERSON SHALL HAVE ANY RIGHT OF DIRECT VEHICULAR INGRESS OR EGRESS WITH STATE TRUNK HIGHWAY "31" AS SHOWN ON THE CERTIFIED SURVEY MAP; IT BEING EXPRESSLY INTENDED THAT THIS RESTRICTION SHALL CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC, AND SHALL BE ENFORCEABLE BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION.

THIS AGREEMENT SHALL BE BINDING ON THE UNDERSIGNED AND ASSIGNS.

IN WITNESS WHEREOF MUELLERMIST IRRIGATION CO., HAS CAUSED THESE PRESENTS TO BE SIGNED BY ANDREW WRIGHT, ITS PRESIDENT AT ILLINOIS, THIS 23rd DAY OF July, 1992.

IN THE PRESENCE OF:

Joseph R. Wells

Katherine A. Colter

MUELLERMIST IRRIGATION CO.

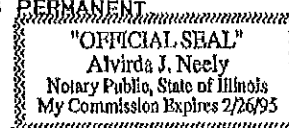
Andrew Wright, PRESIDENT

STATE OF ILLINOIS] :SS  
COUNTY OF COOK [

PERSONALLY CAME BEFORE ME THIS 23rd DAY OF July, 1992 ANDREW WRIGHT, PRESIDENT, OF THE ABOVE NAMED CORPORATION, TO ME KNOWN AS THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE THE PRESIDENT OF THE CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

Alvirda J. Neely (SEAL)

NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/26/95  
MY COMMISSION IS PERMANENT





**CERTIFIED SURVEY MAP NO. 1580**

BEING A REDIVISION OF SITE 2 OF CERTIFIED SURVEY MAP NO. 1073,  
BEING A PART OF THE SW 1/4 AND NW 1/4 OF THE SW 1/4 OF SECTION 24,  
T 3 N, R 22 E, IN THE TOWN OF MOUNT PLEASANT, RACINE COUNTY,  
WISCONSIN.

**OWNER'S CERTIFICATE**

AS OWNERS WE HEREBY CERTIFY THAT WE HAVE CAUSED THE LAND DESCRIBED  
ABOVE TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED ON THIS  
MAP IN ACCORDANCE WITH THE REQUIREMENTS OF ORDINANCES OF THE TOWN  
OF MOUNT PLEASANT.

KENNETH BAILEY AND CHRISTEL BAILEY, HUSBAND AND WIFE, DO FURTHER  
CERTIFY THAT THIS MAP IS REQUIRED BY S.236.10 OR 236.12 TO BE  
SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION;

**TOWN OF MOUNT PLEASANT**

AS OWNER, WE HEREBY RESTRICT PARCELS ONE AND TWO, IN THAT NO OWNER,  
POSSESSOR, USER, NOR LICENSEE, NOR OTHER PERSON SHALL HAVE ANY  
RIGHT OF DIRECT VEHICULAR INGRESS OR EGRESS WITH STATE TRUNK  
HIGHWAY "31" AS SHOWN ON THE CERTIFIED SURVEY MAP; IT BEING  
EXPRESSLY INTENDED THAT THIS RESTRICTION SHALL CONSTITUTE A  
RESTRICTION FOR THE BENEFIT OF THE PUBLIC, AND SHALL BE ENFORCEABLE  
BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION.

THIS AGREEMENT SHALL BE BINDING ON THE UNDERSIGNED AND ASSIGNS.

WITNESS THE HANDS AND SEALS OF SAID OWNERS THIS 23rd DAY OF July  
July, 1992.

IN THE PRESENCE OF:

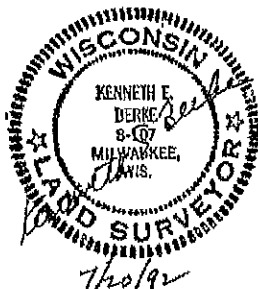
Andrew L. Weigat

Katherine A. Cotten

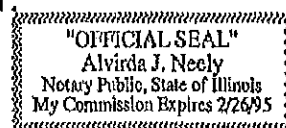
Kenneth Bailey  
KENNETH BAILEY  
Christel Bailey  
CHRISTEL BAILEY

STATE OF ~~WISCONSIN~~ ILLINOIS  
COUNTY OF COOK

PERSONALLY CAME BEFORE ME THIS 23rd DAY OF July  
July, 1992 THE ABOVE NAMED KENNETH BAILEY AND CHRISTEL  
BAILEY, HUSBAND AND WIFE, TO ME KNOWN TO BE THE PERSONS WHO  
EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.



Alvirda J. Neely (SEAL)  
NOTARY PUBLIC, STATE OF ~~WISCONSIN~~ ILLINOIS  
MY COMMISSION EXPIRES 2/26/95  
MY COMMISSION IS PERMANENT



THIS INSTRUMENT WAS DRAFTED BY  
KENNETH E. BERKE, SURVEYOR 8107  
CBM\161181.MTP PAGE 4 OF 5 PAGES.

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Page 841

**CERTIFIED SURVEY MAP NO. 1580**

BEING A REDIVISION OF SITE 2 OF CERTIFIED SURVEY MAP NO. 1073,  
BEING A PART OF THE SW 1/4 AND NW 1/4 OF THE SW 1/4 OF SECTION 24,  
T 3 N, R 22 E, IN THE TOWN OF MOUNT PLEASANT, RACINE COUNTY,  
WISCONSIN.

**TOWN CERTIFICATE**

APPROVED AS A CERTIFIED SURVEY MAP THIS 10th DAY OF August, 1992.

Joann M. Kovac  
JOANN M KOVAC, CLERK/TREASURER  
TOWN OF MT PLEASANT, WISCONSIN.

From: 008-03-22-23-031-020  
to: Pcl 1-008-03-22-24-031-040  
Pcl 2-008-03-22-24-031-050

REGISTER'S OFFICE  
RACINE COUNTY, WI SS  
RECORDED File

'92 AUG 24 P1:50

Vol 4. 111-838-842



THIS INSTRUMENT WAS DRAFTED BY KENNETH E BERKE,  
REGISTERED WISCONSIN LAND SURVEYOR S 107

PAGE 5 AND FINAL PAGE

Vol 4

Page 842

3258

PART OF THE S.W. 1/4 OF SEC. 24, AND PART OF THE S.E. 1/4 OF SEC. 23, T. 3 N., R. 22 E., IN THE TOWN OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

[illegible]

CURVE			DATA		
CURVE	ARC	RADIUS	CHORD		
			LENGTH	BEARING	CEN. ANGLE
1	233.79	350.98	229.49	N5°05'06"W	30°09'64"
2	157.90	179.04	152.74	N65°15'07"W	50°25'65"
3	49.39	179.04	49.24	N47°54'22"W	30°48'24"
4	108.41	179.04	106.78	N73°09'19"W	15°47'31"
5	87.32	245.04	86.86	S5°02'14"E	20°25'07"
6	189.82	284.98	186.33	S59°05'06"E	30°08'54"
7	277.23	18440.82	277.22	S12°18'56"W	00°57'68"

REVISED 4/ 22/ 85  
REVISED 5/ 7 / 85



4/15/84

1168310

CERTIFIED SURVEY MAP No. 1073

PART OF THE S.W. 1/4 OF SEC. 24, AND PART OF THE S.E. 1/4 OF  
SEC. 23, T. 3 N., R. 22 E., IN THE TOWN OF MOUNT PLEASANT,  
RACINE COUNTY, WISCONSIN

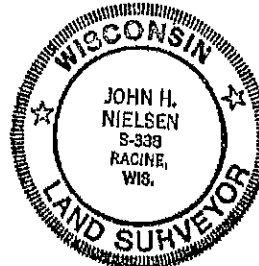
SURVEYOR'S CERTIFICATE

I, John H. Nielsen, hereby certify that I have prepared this Certified Survey Map, the exterior boundaries of which are described as: That part of the Southeast  $\frac{1}{4}$  of Section 23 and of the Southwest  $\frac{1}{4}$  of Section 24, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a point on the East line of said Section 23 located  $N01^{\circ}45'14''W$  752.94 feet from the Southeast corner of said Section 23; run thence  $N78^{\circ}29'11''W$  55.67 feet; thence  $S89^{\circ}25'49''W$  519.61 feet; thence  $N01^{\circ}45'14''W$  1075.69 feet; thence  $N89^{\circ}29'55''E$  1253.44 feet to the Westerly line of S.T.H. 31 at a point on a curve of Southwesterly convexity whose radius is 16,440.22 feet and whose chord bears  $S12^{\circ}18'56''W$  277.22 feet; thence Southwesterly 277.23 feet on the arc of said curve to its point of tangency; thence  $S11^{\circ}49'57''W$  607.81 feet on the Westerly line of S.T.H. 31; thence  $S11^{\circ}30'49''W$  314.19 feet on the Westerly line of S.T.H. 31; thence  $N78^{\circ}29'11''W$  408.09 feet to the point of beginning.

I further certify that I have fully complied with the requirements of Chapter 236.34 of the Wisconsin Statutes and the provisions of the Mt. Pleasant ordinances in making such survey and Certified Survey map.

John H. Nielsen  
John H. Nielsen, R.L.S. #338

April 22, 1985

OWNER'S CERTIFICATE OF DEDICATION

As agent for the Owner, Racine County, a municipal corporation, I certify that I caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. I further certify that this Certified Survey Map is required by Chapter s.236.34 to be submitted to the Town of Mt. Pleasant for approval or objection.

Arnold L. Clement 4/22/85  
Arnold L. Clement

TOWN BOARD RESOLUTION

"Be it resolved that the Certified Survey Map of part of the Southeast  $\frac{1}{4}$  of Section 23 and of the Southwest  $\frac{1}{4}$  of Section 24, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, described in the certificate of John H. Nielsen, Registered Land Surveyor, dated April 22, 1985, is hereby approved subject to the Owner entering into an acceptable agreement with the Town to provide storm water drainage, sanitary sewer and roads and access agreements."

I hereby certify that the foregoing is a copy of a resolution adopted by the Town Board of the Town of Mt. Pleasant.

DATE: May 7, 1985Signed: Carol J. Jensen  
Carol J. Jensen, Town Clerk

Register's Office  
Racine County, Wis. } 88  
Received for Record 7th day of  
May A.D. 1985 at 10:31  
o'clock P.M. and recorded in Volume 3  
at City of Racine, Wis. on page 180-181

Helen M. Schutt

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 \_\_\_\_\_, Wisconsin, for the  
sum of \_\_\_\_\_ Good and Valuable Consideration

See Attached Page 2

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

891365

Received for Record 27 day of  
October A.D., 1971 at 10:35  
o'clock A. M. and recorded in Volume 1109  
of Index on page 341-342

Stanley F. Bialoski  
Register of Deeds

3.00

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 of  
orders upon which this instrument is based.  
Compensation for additional items of damage listed in sec. 32.15, Wisconsin Statutes, has not been included. If any such items are  
shown to exist, the owner may file claims as provided in sec. 32.15, 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 27th day of October

Signed and Sealed in Presence of

Carl F. Mehring, Jr.  
Carl F. Mehring, Jr.  
Donald E. Zenz  
Ronald R. Zenz

Racine County, Wisconsin

Richard E. LaFave  
County Board Chairman, Racine County, Wisconsin

Countersigned:  
James A. Lavin  
County Clerk, Racine County, Wisconsin

Personally came before me, this 27th day of

October, A.D., 1971.

Richard E. LaFave Chairman

Everly J. Hoppa Deputy County Clerk

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 Chairman President and

Deputy County Clerk James A. Lavin of said Corpora-  
tion, and acknowledge that they executed the foregoing in-  
strument as such officers as the deed of said Corporation,  
by its authority.

James M. Lavin  
James M. Lavin

(SEAL) Notary Public, Racine County, Wisconsin

My Commission expires Aug. 27, A.D., 1972

Regulated by \_\_\_\_\_

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. 57

Vol. 1109 pg. 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.M. 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

DOCUMENT # 2255513  
RACINE COUNTY REGISTER OF DEEDS  
July 15, 2010 10:48 AM

Document Number	VACATION OF EASEMENT RIGHTS
Title of Document	

*James A. Ladwig*

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



Record this document with the Register of Deeds

Name and Return Address:

BRUNER LAW OFFICES, S.C.  
827 MAIN STREET  
RACINE, WI 53403

30.4

(Parcel Identification Number)

CSM # 1580 15.03.22.24.031.040  
CSM # 1591 15.03.22.23.031.030.

VACATION OF EASEMENT RIGHTS

This Vacation of Easement Rights is executed by and on behalf of the Village of Mt. Pleasant, Racine County, Wisconsin on the 28<sup>th</sup> day of June, 2010, and specifically releases any and all rights acquired under easement set forth in documents as follows:

Easement as contained in Certified Survey Map No. 1580 as recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 24, 1992 in Volume 4 of Certified Survey Map at Page 838 as Document No. 1387172, and described in attached Exhibit "A".

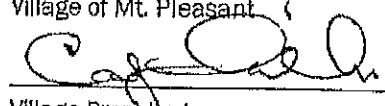
Easement as contained in Certified Survey Map No. 1591 as recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 23, 1992 in Volume 4 of Certified Survey Maps at Pages 872-873 as Document No. 1390854, and described in attached Exhibit "B".

The foregoing easements are hereby vacated and will be replaced by other easements in favor of the Village of Mt. Pleasant, Racine County, Wisconsin, all of which shall be recorded to give notice to third parties of the rights therein contained in favor of the Village of Mt. Pleasant.

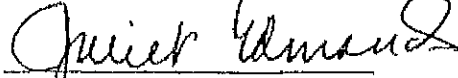
The above and foregoing is hereby executed for and on behalf of the Village of Mt. Pleasant, Racine County, Wisconsin by its Village President, Carolyn Milkie and its Village Clerk, Juliet Edmands on the day and year first above written.

Village of Mt. Pleasant

By:

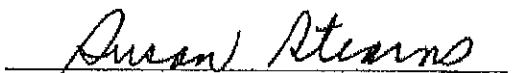
  
Village President

Attest:

  
Village Clerk

STATE OF WISCONSIN       )  
                                      )       SS  
RACINE COUNTY            )

Personally came before me the above named, Carolyn Milkie, Village President and Juliet Edmands, Village Clerk of the Village of Mt. Pleasant, Racine County, Wisconsin on this 28 day of June, 2010 and acknowledged that they executed the above and foregoing document as and for they act on behalf of the Village of Mt. Pleasant, they being duly authorized so to do.

  
Notary Public, Racine County, Wisconsin  
My Commission expires: 4/24/11



SANITARY SEWER EASEMENT  
VACATION CSM #1580

BEING PART OF A RECORDED EASEMENT SHOWN ON CERTIFIED SURVEY MAP NO. 1580, LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 24, TOWN 3 NORTH, RANGE 22 EAST IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY WISCONSIN BEING MORE COMPLETELY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, CERTIFIED SURVEY MAP #1591; THENCE WITH THE EAST LINE OF LOT 2 NORTH  $11^{\circ}02'16''$  EAST 20.00 FEET TO THE POINT OF BEGINNING. THENCE FROM THE POINT OF BEGINNING CONTINUING NORTH  $11^{\circ}02'16''$  EAST 247.99 FEET TO A POINT; THENCE NORTH  $89^{\circ}59'20''$  EAST 12.23 FEET TO A POINT; THENCE SOUTH  $11^{\circ}02'16''$  WEST 250.50 FEET TO A POINT; THENCE NORTH  $78^{\circ}10'45''$  WEST 12.00 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS 0.07 ACRES MORE OR LESS.

EXHIBIT "A"

SANITARY AND STORM SEWER EASEMENT  
VACATION CSM #1591

BEING PART OF A RECORDED EASEMENT SHOWN ON CERTIFIED SURVEY MAP NO. 1591, LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 24, AND THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 23, TOWN 3 NORTH, RANGE 22 EAST IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY WISCONSIN BEING MORE COMPLETELEY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, CERTIFIED SURVEY MAP #1591; THENCE WITH THE EAST LINE OF LOT 2 NORTH  $11^{\circ}02'16''$  EAST 20.42 FEET TO THE POINT OF BEGINNING. THENCE FROM THE POINT OF BEGINNING CONTINUING NORTH  $11^{\circ}02'16''$  EAST 247.57 FEET TO A POINT; THENCE SOUTH  $89^{\circ}59'20''$  WEST 24.45 FEET TO A POINT; THENCE SOUTH  $11^{\circ}02'16''$  WEST 247.82 FEET TO A POINT; THENCE NORTH  $89^{\circ}25'49''$  EAST 24.50 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS 0.14 ACRES MORE OR LESS.

EXHIBIT "B"

This instrument was drafted by John W. Bates, III, Attorney at Law  
Register's Office  
Racine County, Wis. } SS

Received for Record 12th day of  
May 1985 at 2:07  
P.M. and recorded in Volume 1752  
of Records on page 604-654

1168012

DECLARATION OF EASEMENTS  
AND COVENANTS

112.00 Helen M. Schuttler  
THIS DECLARATION OF EASEMENTS AND COVENANTS ("Declaration")

is made as of the 13 day of May, 1985 by the COUNTY OF  
RACINE, a political subdivision of the State of Wisconsin  
("Declarant").

1. RECITALS

(a) Declarant is the fee simple owner of certain parcels of  
real property located in the Town of Mount Pleasant, County of  
Racine, State of Wisconsin, more particularly described on  
Exhibit A attached hereto and shown as "Parcel A" on the Site  
Plan attached as Exhibit D hereto, which parcel Racine has  
contracted to sell to Menard, Inc., a Wisconsin corporation  
("Menard").

(b) Declarant is the owner of a certain parcel of real  
property located in the Town of Mount Pleasant, County of Racine,  
State of Wisconsin, more particularly described on Exhibit B  
attached hereto and shown as "Parcel B" on the Site Plan attached  
as Exhibit D hereto, which parcel Racine has contracted to sell  
to Best Products Co, Inc., a Virginia corporation ("Best").

(c) Declarant is the owner of a certain parcel of real  
property located in the Town of Mount Pleasant, County of Racine,  
State of Wisconsin, more particularly described on Exhibit C

attached hereto and shown as "Parcel C" on the Site Plan attached as Exhibit D hereto.

(d) Declarant desires and intends to develop Parcel A, Parcel B and Parcel C (collectively, the "Development") into a first-class cohesive development and to establish certain reciprocal easements, conditions and restrictions under a general plan of maintenance improvement for the benefit of the entire development.

2. DEFINITIONS. Except where the context otherwise requires, the following definitions shall govern the construction of this Declaration:

(a) "Best" shall mean Best Products Co., Inc., a Virginia corporation, its successors and assigns.

(b) "Buildable Areas" shall mean all those portions of the Development upon which the Owners elect to construct buildings, sidewalks, walkways adjacent to buildings and loading docks pursuant to this Declaration and the building setback line of Parcel C as shown on the Site Plan.

(c) "Common Areas" shall mean the portion of the Development intended for the non-exclusive use by Owners in common with other users, including, but not limited to, parking areas,

driveways, sidewalks, outdoor lighting facilities, landscaped areas, service areas and access roads as shown on the Site Plan.

(d) "Common Area Improvements" shall mean all improvements to be made to the Common Areas including, but not limited to, the following: (i) storm water drainage systems and surface and subsurface drainage systems necessary to serve the Development; (ii) parking areas, sidewalks, and walkways; (iii) walkways, driveways and roadways providing access from public roads to, across, and around the parking areas; (iv) free-standing outdoor lighting fixtures, traffic and directional signs and markings, and the striping of parking areas; (v) underground sewer, gas, electrical, water, telephone and other utility mains, lines, and facilities; (vi) landscaping and retaining walls; (vii) pump stations; and (viii) any other improvements to be made to the Common Areas.

(e) "Declaration" shall mean this Declaration of Easements and Covenants.

(f) "Declarant" shall mean the County of Racine, a political subdivision of the State of Wisconsin, its successors and assigns.

(g) "Defaulting Owner" shall mean any Owner who is in default of any of its obligations under this Declaration.

(h) "Development" shall mean Parcel A, Parcel B and Parcel C as shown on the Site Plan.

(i) "First Mortgage" shall mean any mortgage, deed of trust or other security instruments which creates a first lien against a Parcel or any improvements constructed thereon.

(j) "First Mortgagee" shall mean the beneficiary or secured party under a First Mortgage.

(k) "gross buildable area" shall mean the entire floor area of every floor in a building, including (i) mezzanines, if any, measured on the basis of the outside dimensions of the building, (ii) screened outdoor sales areas, and (iii) in the event there is any drive-through or drive-in business conducted in the Development, such as a drive-through restaurant or bank, the square footage of the driveways used in connection therewith (and either covered by a canopy or, if no canopy, then 200 square feet for each point of access, such as a pick-up window). Loading docks shall not be considered a part of gross leaseable area.

(l) "Impositions" shall mean all real estate taxes and assessments levied or imposed against the Development or any part thereof and any administrative charge, fee, or levy imposed in lieu of or to supplement or replace any revenue losses arising out of the reduction of real estate taxes.

(m) "Menard" shall mean Menard, Inc., a Wisconsin corporation, its successors and assigns.

(n) "Non-Defaulting Owner" shall mean any Owner who is not in default in any of its obligations under this Declaration.

(o) "Owner" or "Owners" shall mean the respective owners in fee simple of the Parcels as each is shown by the records of the Office of the Register of Deeds, Racine County, Wisconsin, from time to time. Notwithstanding the foregoing, the term "Owner" shall not include a Person who (i) holds title to a Parcel merely as security for the performance of an obligation, such as a mortgagee or trustee under a deed of trust; however, with respect to any Parcel subject to a First Mortgage, the Owner of such Parcel shall be deemed to be the First Mortgagee if such First Mortgagee has filed a notice in the records of the Office of The Register of Deeds, Racine County, Wisconsin, stating the intent of the First Mortgagee to become a "mortgagee-in-possession", but no First Mortgagee shall be responsible for any obligations arising under the terms of this Declaration except for such obligations which arise during the term of such First Mortgagee's possession; (ii) immediately after the conveyance of the Parcel, leases the same portion of the Parcel back to the previous Owner or an affiliate or subsidiary in a sale-leaseback transaction, in which event the lessee may be deemed the "Owner" of the Parcel so conveyed for so long as the lease remains in effect if the provisions of the lease shall so provide; or (iii) merely has an

equitable interest in the Development or any portion thereof under a contract of purchase. If title to any portion of Parcel A, Parcel B or Parcel C is owned jointly by two or more Persons or entities (the "Jointly Owned Interest"), each of such Persons or entities shall be jointly and severally liable hereunder as "Owners" with respect to the Jointly Owned Interest. The Persons or entities owning at least seventy percent (70%) in interest of the Jointly Owned Interest shall designate in writing one of their number as agent (the "Agent") to act on behalf of all such parties and such designation shall be recorded in the Office of the Register of Deeds in Racine County, Wisconsin, and a copy thereof shall be served upon every other Owner of the Development by registered or certified mail, return receipt requested. Any interest owned by any Person who is a minor or is otherwise suffering from any legal disability shall be disregarded in the making of such designation unless there is at such time a duly appointed guardian or other legal representative fully empowered to act on behalf of such Person. The exercise of any powers and rights of a Person or entity holding an interest in the Jointly Owned Interest by the Agent shall be binding upon such Person or entity, and other Owners shall be entitled to deal with and rely upon the acts or omissions of the Agent, unless and until the designation of the Agent is revoked by or a new Agent is designated in his place, each of which shall only be effected by written instrument recorded and served upon the other owners in the Development as hereinabove provided. Service upon the Agent of any process, writ, summons, order or other mandate of any



nature, including demand for arbitration, shall constitute due and proper service of any such matter upon his principal. Until such instrument is recorded and served upon the other Owners, the designation of the Agent shall remain irrevocable and shall not terminate upon disability of the principal,

(p) "Parcel A" is the area within the Development designated as "Parcel A" on the Site Plan and more particularly described on Exhibit A attached hereto.

(q) "Parcel B" is the area within the Development designated as "Parcel B" on the Site Plan and more particularly described on Exhibit B attached hereto.

(r) "Parcel C" is the area within the Development designated as "Parcel C" on the Site Plan and more particularly described on Exhibit C attached hereto.

(s) "Parcels" shall mean, initially, Parcel A, Parcel B and Parcel C, and thereafter shall include any additional parcel(s) resulting from a subdivision of Parcel A, Parcel B or Parcel C pursuant to applicable laws. The term "Parcel" refers to either Parcel A, Parcel B or Parcel C or to any additional Parcel(s) resulting from a subdivision described above, as the context may require.

(t) "Person" or "Persons" shall mean and include individuals, partnership, firms, associations, joint ventures, business trust, corporations, or any other form of business entity.

(u) "Prime" shall mean the rate of interest announced by the Bank of Virginia as its prime rate in effect on the first day of each month.

(v) "Site Plan" shall mean the site plan attached hereto as Exhibit D which depicts Parcel A, Parcel B and Parcel C, which form the Development.

3. GENERAL DECLARATION. Declarant hereby declares that all of the Development is and shall be conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to this Declaration and all of the easements, covenants, conditions and restrictions set forth herein. All of such easements, covenants, conditions and restrictions are declared and agreed to be in furtherance of a general plan for the subdivision, improvement, occupancy, and leasing of the Development and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development and every part thereof. All of this Declaration and all of such easements, covenants, conditions and restrictions shall run with all of the land comprising the Development for all purposes and shall be binding upon and inure to the benefit of all Owners and their respective

lessees, licensees, invitees, occupants and successors in interest.

#### 4. EASEMENTS

##### 4.1. Ingress and Egress.

(a) For the benefit of the Owner of Parcel B and its tenants, subtenants, employees, concessionaires, licensees, customers and invitees, and its successors and assigns, Declarant hereby establishes, as an appurtenance to Parcel B, a non-exclusive easement for pedestrian and vehicular ingress to and egress from Parcel B across the Common Areas on Parcel A to and from the roadway designated as "South Road" on the Site Plan. Nothing contained in this Declaration shall be deemed to prevent the installation and maintenance within the Common Areas on Parcel A of the Common Area Improvements.

(b) For the benefit of the Owner of Parcel A and its tenants, subtenants, employees, concessionaires, licensees, customers and invitees, and its successors and assigns, Declarant hereby establishes, as an appurtenance to Parcel A, a non-exclusive easement for pedestrian and vehicular ingress to and egress from Parcel A across the Common Areas on Parcel B to and from the roadway designated as "North Road" on the Site Plan. Nothing contained in this Declaration shall be deemed to prevent

the installation and maintenance within the Common Areas on Parcel B of the Common Area Improvements.

(c) For the benefit of all present and future Owners, then tenants, subtenants, employees, concessionaires, licensees, customers, and invitees, and their successors and assigns, Declarant hereby establishes as an appurtenance to each of Parcel A, Parcel B and Parcel C, a non-exclusive easement for pedestrian and vehicular ingress to and egress from State Highway 31 over and across that portion of the Development designated as the "North Road" on the Site Plan and more particularly described on Exhibit E attached hereto. Declarant agrees that it shall make such improvements as may be required by the Town of Mount Pleasant and the State of Wisconsin for acceptance of such easement area into the Wisconsin road system as a public street, provided that such roadway shall be designed and constructed so as to accommodate tractor-trailers and further provided that Best and Menard reserve the right to approve the plans for such roadway, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, if the construction of the North Road is not completed by July 1, 1985, Best may thereafter enter onto such easement and complete construction of the North Road. Best's costs of completing the North Road shall be paid as provided in paragraph 4(b) (ii) of the Purchase Agreement dated January 24, 1985, between Declarant as seller and Best as purchaser. Upon completion of the North Road, such easement area shall be dedicated to public use and travel, and

all parties to this Declaration shall execute such documents of conveyance or release as may be necessary to effect such dedication. Until such time as the easement area is accepted for maintenance as a public street, the easement area and all improvements thereto shall be maintained in good condition and repair by Declarant at its sole cost and expense. Upon acceptance of such easement area for maintenance as a public street by appropriate governmental authority, all obligations of maintenance of such easement area by Declarant shall cease.

#### 4.2 Parking and Incidental Use.

(a) For the benefit of the Owner of Parcel B and its tenants, subtenants, employees, concessionaires, licensees, customers and invitees, and its successors and assigns, Declarant hereby establishes, as an appurtenance to Parcel B, a non-exclusive easement and right for vehicular use of all driveways, roadways, parking areas and all other portions of the Common Areas or Common Area Improvements on Parcel A generally used by such vehicles and pedestrian use of sidewalks, walkways, parking areas and all other portions of the Common Areas or Common Area Improvements on Parcel A generally used by pedestrians.

(b) For the benefit of the Owner of Parcel A and its tenants, subtenants, employees, concessionaires, licensees, customers and invitees, and its successors and assigns, Declarant

hereby grants, as an appurtenance to Parcel A, a non-exclusive easement and right for vehicular use of all driveways, roadways, parking areas and all other portions of the Common Areas or Common Area Improvements on Parcel B generally used by vehicles, and pedestrian use of sidewalks, walkways, parking areas and all other portions of the Common Areas or Common Area Improvements on Parcel B generally used by pedestrians.

4.3. Drainage Easement. For the benefit of the Owner of Parcel B, Declarant hereby establishes, as an appurtenance to Parcel B, an easement and right of way across and under the portion of Parcel A depicted as "Storm Water Easement Area" on the Site Plan and more particularly described on Exhibit F attached hereto for the purpose of installing and operating a storm water drainage line, including, but not limited to, the right to install, maintain, use, repair and replace underground pipes, ducts, and conduits for the purpose of transmitting drainage from Parcel B to the stormwater detention pond lying west of and adjacent to Parcel A. The Owner of Parcel B shall promptly and at its own expense repair any damage to the Common Area or Common Area Improvements on Parcel A caused in connection with the use of this easement.

For the benefit of the Owner of Parcel C, Declarant hereby establishes an easement or easements and right-of-way or rights-of-way under the portions of Parcel A and Parcel B depicted as "Storm Water Easement Area" on the Site Plan for the purpose of installing and operating a storm water drainage line,

including, but not limited to, the right to install and maintain, use, repair and replace underground pipes, ducts, and conduits for the purpose of transmitting drainage from Parcel C. and the North Road to the storm water detention pond lying west of and adjacent to Parcel A.

In addition to the easement shown on the Site Plan, an additional easement may be determined to be necessary and cost beneficial for the purpose of constructing a storm drain to convey water from the westerly portion of the North Road to a catch basin located in the parking lot in the Northwest portion of Parcel B.

The Declarant, in consideration of the Owner of Parcel B granting an easement and constructing the storm water drain, will allow Owner of Parcel B to convey such storm water into the storm water pipe constructed in the County's remaining 8.8 acre parcel.

5. RESTRICTIONS ON USE. Except as hereinafter provided, the Development and every portion thereof may be used and shall be used only for any use which does not violate applicable zoning, building, health, safety and other applicable laws, ordinances, statutes, rules and regulations of applicable governmental authorities, and no portion thereof shall be used for a movie theater, carnival or other temporary entertainment facility, massage parlor, "adult" book store or similar business catering to pornographic interests, amusement center (including, without limitation, pinball, electronic or other game parlors), penny arcade, funeral parlor, bowling alley, cafeteria containing over

4,000 square feet, a business of the type generally referred to as a "flea market", or an employee training facility.

6. BUILDINGS

6.1. Buildable Areas. Except for the construction of Common Area Improvements and as otherwise hereinafter provided, no building, wall, structure, or other improvement shall be erected, placed or permitted to remain on Parcel C unless such building, wall, structure, or other improvement is erected entirely within the portions of the Parcel C designated as Buildable Areas on the Site Plan. No Owner shall construct any building, wall, structure, or other improvement on Parcel A nearer to State Highway 31 than the front building line of the improvements on Parcel B depicted on the Site Plan. Further, no multiple deck, subterranean or elevated parking facilities shall be erected or placed on any portion of the Development, including in Buildable Areas or the Common Areas. Notwithstanding anything contained herein to the contrary, the Owner of Parcel A shall not construct any building, wall, structure or other improvement on Parcel A other than, as depicted on the Site Plan, without the prior written consent of the Owner of Parcel B, which approval shall not be unreasonably withheld or delayed. Whenever any Buildable Areas is improved with Common Area Improvements, the area so improved shall become Common Areas for the purposes of this Declaration; except that the Owner of such area may at any time cause all or any portion of such converted Buildable Areas to be



withdrawn from Common Areas and improved for the exclusive use of any Person, subject to the terms, covenants and restrictions of this Declaration. Any construction done in the Development shall be performed and completed in a good and workmanlike manner, using first class materials. No building, structure or other improvement shall be erected, placed or permitted to remain Parcel C if such building, structure or other improvement exceeds a height of eighteen (18) feet, exclusive of HVAC and other mechanical equipment, antenna, and screening.

6.2. Screening and Access During Construction. If either party hereto has opened its business to the public on the Development, then in order to preserve the operational efficiency of the Development and to prevent loss of sales ~~(i) there shall be no~~  
~~and, that, construction materials or debris allowed to accumulate~~  
~~or remain outside of the plywood or equivalent wall described~~  
~~above or construction allowed to proceed in a manner which~~  
~~interferes with the visibility, access or operation of the~~  
~~Development as reasonably determined by the benefitted party,~~  
~~(ii) no construction of exterior improvements in the Development~~  
~~shall occur during the months of November and December of any~~  
~~calendar year after a store in the Development has opened its~~  
~~business to the public, except as permitted in writing by the~~  
~~Owner of the Parcel which has opened for business, in its~~  
~~reasonable discretion, (iii)~~  
~~(i) no construction shall be performed~~  
~~in such a manner as to impede the normal operation and traffic~~  
~~flow within the Development; and (ii) any Owner damaging any~~

driveways, roadways, parking areas or other portion of the Common Area during the construction of improvements on the Development shall promptly repair same. It is understood and agreed that the foregoing may be enforced by way of specific performance or injunction.

6.3. Screening after Construction. The Owners of the developed improvements in the Development shall screen refuse areas and will screen all outside storage areas as otherwise required by applicable laws, ordinances and regulations.

6.4. Permitted Encroachments. Canopies (except those shown on the Site Plan, which are permitted), marquees, fire hose connections, down spouts, hose bibs, pipes, yard and flood lights, subsurface building foundations, signs and shadow boxes attached to or forming an integral part of any building, may encroach upon the Common Areas provided such encroachment does not exceed a distance of thirty-eight inches (38") over, on or under the Common Areas.

6.5. Construction Liens. Except for the initial construction of the Common Area Improvements and the subsequent repair and replacement thereof, each Owner shall be liable for the cost of any improvements constructed on its Parcel, and any repairs, changes, renovations, alterations, and additions thereto, and each Owner shall indemnify and hold the other Owners harmless

against any construction liens or other claims filed against the other Owner's Parcel or the Common Areas with respect thereto,

6.6. Utilization of Common Areas During Repairs. Subject to the prohibitions contained in Section 6.2 above, during subsequent repair, renovation, or expansion of improvements on the Buildable Areas, Common Areas immediately adjacent to the Buildable Areas may be generally utilized as a part of the construction site to the extent reasonably necessary for repair, renovation or expansion. Promptly on completion thereof, all building materials, equipment and machinery shall be removed and the Common Areas so utilized shall be restored and thereafter maintained as required by this Declaration.

## 7. MAINTENANCE OF IMPROVEMENTS.

7.1. Maintenance of Buildings. Each Owner in the Development shall: (i) maintain or cause to be maintained the exterior of its buildings in a state of good repair (ordinary wear and tear, damage or destruction due to casualty, or a taking or sale in lieu of or pursuant to a power of eminent domain excepted), in a clean condition, and maintain all areas (other than Common Areas) adjacent to such buildings (such as loading docks and loading dock walls) free of trash and debris; and (ii) arrange for the collection of all garbage and rubbish from its respective buildings. The area to be so maintained shall include, but is not

limited to, all outdoor sales or storage areas, which shall, in addition, be adequately screened.

7.2. Maintenance and Replacement of Common Areas and Common Area Improvements. Each Owner in the Development shall equip, police, light, repair and maintain the portion of the Common Area located on the Parcel it owns, and all Common Area Improvements located thereon, in a good, clean and first class condition and repair, including, without limitation, the following:

(a) Maintenance, repair and replacement of all paved surfaces, in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal to such original material in quality, use, appearance and durability, including the painting and striping of all parking areas.

(b) Maintenance, repair and replacement of all curbs, curb-cuts, gutters, walkways and retaining walls;

(c) Maintenance, repair and replacement of all directional signs, markers, artificial lighting facilities, including the replacement of fixtures and bulbs and Common Areas electricity costs;

(d) Performance of all gardening, landscaping, replanting and replacing of flowers, plantings and shrubbery;

(e) Maintenance of all undeveloped areas in the Development, including the seeding and mowing of Parcel C, which shall remain level and undisturbed until the commencement of construction of Buildings or Common Area Improvements thereon.

(f) Maintenance of public liability, property damage, sign (excluding all individual fascia signs) and fire insurance with appropriate extended coverage and vandalism endorsement;

(g) Maintenance of all landscaped areas and replacement of shrubbery and planting, and flowers;

(h) The policing and regulating of vehicular and pedestrian traffic;

Initials  
me  
SS  
OK.  
(i) Removal of all paper, debris, filth and refuse, including thorough sweeping in the Common Areas necessary to keep the reasonably Common Areas in a clean and orderly condition but not including the cost to remove those items from buildings in the Buildable Areas or from trash dumpsters for tenants in such buildings;

(j) Removal of snow and ice from all driveways and sidewalks in a reasonable manner;

(k) Furnishing all necessary machinery, equipment and supplies used in the operation and maintenance of the Common Areas and the Common Area Improvements; and

(1) Compliance with all laws, ordinances, orders, rules, regulations and requirements applicable to the Common Areas.

7.3. Self-Help. In addition to the remedies set forth in Section 13, if an Owner shall fail to repair or maintain its portion of the Common Areas and Common Area Improvements on the Development in accordance with the standards set forth in Section 7.2, the Owner of ~~Parcel B~~ <sup>any other Parcel</sup> may, after fifteen (15) days written notice, and provided such Owner has not taken reasonable steps to correct same, at its option, make necessary repairs, undertake necessary maintenance and supplement the service of such Owner by employing such additional services as in the reasonable discretion of the Owner of ~~Parcel B~~ <sup>any other Parcel</sup> are necessary to adequately operate, repair or maintain the Common Areas and Common Area Improvements and charge the Defaulting Owner the costs and expenses thereof. If such costs and expenses are not promptly paid by the Defaulting Owner, the Owner of ~~Parcel B~~ <sup>any other Parcel</sup> may collect such sums as set forth in Section 13.2.

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REAL ESTATE TAXES AND SPECIAL ASSESSMENTS

8.1. Separate Assessment Taxes. Parcel A, Parcel B and Parcel C shall be separately assessed by all local taxing authorities for real estate tax purposes.

8.2. Payment of Taxes. Prior to delinquency, each Owner shall pay all Impositions levied or assessed against its Parcel and the

improvements thereon. If an Owner fails to make a payment of an Imposition, and such failure could result in a lien on any land or improvement in the Development, or adversely affect any right of an Owner under this Declaration, the Non-Defaulting Owner or any First Mortgagee may make such payment on account of the Defaulting Owner and recover the amount so paid from such Defaulting Owner together with interest thereon from the date incurred at the rate of Prime plus 1% per annum.

9. MODIFICATIONS TO SITE PLAN; PARKING RATIO

Any improvements constructed on Parcel C shall be a quality building compatible with the rest of the first class cohesive Development. No alterations shall be made to the traffic lanes located in front of the improvements to be located on Parcel A and Parcel B as indicated on the Site Plan, without the prior written consent of the Owners of Parcel A and Parcel B. There shall be maintained, at all times, with respect to Parcel C, a ratio of not less than five and one-half (5.5) paved, striped parking spaces for each 1,000 square feet of gross building area on Parcel C, or the number of parking spaces required by applicable government ordinances (without variance unless approved by the Owner of Parcel B). The number of paved, striped parking spaces on Parcel A and Parcel B shall not be reduced below the number depicted on the Site Plan without the prior written consent of the Owners of Parcel A and Parcel B. If the type of business operated on Parcel A shall change to a purpose

other than the retail and wholesale sale of hardware and building materials and related products, then the number of parking spaces on Parcel A shall be increased to create a ratio of 5.5 parking spaces for each 1,000 square feet of gross building area on Parcel A.

#### 10. INSURANCE

10.1. Liability Insurance. At its own expense, each Owner shall maintain or cause to be maintained in full force and effect a broad form policy or policies of comprehensive public liability insurance against claims and liability on account of bodily injury, death, and property damage incurred upon or about the building or improvements (other than Common Area Improvements) owned or occupied by each Owner. Such insurance shall have limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury or death in any one accident or occurrence, and One Million Dollars (\$1,000,000.00) in respect of destruction of, or damage to, property. The liability insurance with respect to the Common Areas shall name all Owners as insureds and have the same minimum limits of coverage, and such limits shall be periodically reviewed to assess adequacy of coverage.

It is understood that at the signing of this Agreement, Racine County, the Owner of Parcel C, is self-insured for public liability and as such, does not have an insurance policy. It is agreed that any subsequent Owner of Parcel C shall adhere to the requirements of this paragraph.



10.2. Hazard Insurance. Each Owner shall maintain in effect a policy or policies insuring it against loss, damage, and destruction of all buildings and improvements (other than Common Area Improvements) on its Parcel by fire and all hazards covered by the standard form of extended coverage, vandalism and malicious mischief endorsements. Such insurance shall be in the amount of at least ninety percent (90%) of the replacement cost of such buildings and improvements, but, in any event, in at least the minimum amount necessary to avoid the effect of any co-insurance provision of such policies. The policy covering Common Area Improvements shall meet the same criteria except that coverage shall equal 100% of replacement cost and shall name all Owners as insureds thereunder with respect to proceeds relating to Common Area Improvements.

It is understood that at the signing of this Agreement, Racine County, the Owner of Parcel C, is self-insured for public liability, and as such does not have an insurance policy. It is agreed that any subsequent Owner of Parcel C shall adhere to the requirements of this Section.

10.3 Policy Requirements.

- (a) All insurance required under this Declaration shall:
- (1) be carried in companies licensed in the State of Wisconsin and having a general rating of A or better and a financial rating of XV or better by Alfred M. Best's Key Rating Guide or shall be equivalently rated by any successor insurance company rating

service; (ii) be primary insurance which will not call upon for defense, contribution or payment, any other insurance effected or procured by any of the parties hereto; (iii) be nonassessable and contain language, to the extent obtainable, to the effect that the loss shall be payable notwithstanding any act or negligence of the insured that might otherwise result in forfeiture of the insurance; (iv) provide that the insurer waives the right of subrogation against any of the parties hereto, their agents and representative; and (v) contain an agreement by the insurer, to the extent obtainable, that such policy shall not be cancelled without at least thirty (30) days' prior written notice to all Owners.

(b) Owners shall cooperate in connection with the collection of any insurance monies that may be due in the event of loss to any parties hereto for damage to their respective buildings or the Common Area Improvements.

(c) Owners may bring their obligations to insure under this paragraph within the coverage of any so-called blanket policy or policies of insurance which they may now or hereafter carry, with such deductible amounts or amount of self-insurance as the Owners may reasonably choose.

(d) Upon request, each party hereto will provide the other with certificates of insurance and proof of payment of premium evidencing compliance with the foregoing provisions.

10.4. Indemnification. Each Owner shall indemnify, defend and save each other Owner harmless from any and all liability, damage, expense, cause of action, suit, claim, or judgment arising from injury or death to person or damage to property that occurs on the indemnifying Owner's Parcel and is occasioned wholly or in part by any act or omission by such Owner, its tenants, subtenants, employees, concessionaires, licensees, customers, or invitees.

Each owner hereby releases the other Owners and their respective agents and employees from any and all liability to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage casualties, or from any casualty insured or required hereunder to be insured by the releasing party even if such fire or other casualty results from the negligence of such party, or anyone for whom such party may be responsible.

11. DAMAGE OR DESTRUCTION OF IMPROVEMENTS

11.1. Improvements on Building Areas. If any improvements on the Buildable Area shall be damaged or destroyed by fire or other hazard, then the Owner of such improvements shall within a reasonable period of time following such casualty either (a) rebuild and restore the improvements on such Owner's Buildable Area as nearly as may be reasonably practicable to the condition existing prior to such damage or destruction, or (b) demolish and

raze the damaged improvements, fill in all excavations, plant grass, and perform such other work as may be necessary to leave the area on which such damaged improvements were located in a clean, sightly, and safe condition. Unless the Owner of such damaged improvements elects to rebuild or restore such improvements, said Owner shall thereafter maintain the area on which such damaged improvements were located in a clean, sightly, and safe condition.

11.2. Common Area Improvements. If any of the Common Area Improvements shall be damaged or destroyed by fire or other hazard, whether or not such is required to be insured against under this Declaration, and if the Owner of the portion of the Development upon which such Common Area Improvements are located elects to continue operating a business on its Parcel, then such Owner shall promptly restore, repair, or rebuild such damaged or destroyed Common Area improvements to a condition substantially comparable to their condition immediately prior to such damage or destruction and shall be entitled to use the proceeds of its hazard insurance policy with respect thereto for such purposes; provided, however, that if the casualty is uninsured and not required to be insured hereunder, the Owner of such Parcel bear the cost of restoration and repair of the Common Area Improvements.

12. CONDEMNATION. In the event any part of a Parcel shall be taken by right of eminent domain or any similar authority of law

or a deed given in lieu of eminent domain proceedings, the entire award or purchase price for the value of the Parcel so taken shall belong to the Owner of such Parcel. No Owner may claim any portion of an award with respect to any Parcel other than such Owner's Parcel by virtue of the interests, rights and easements created by this Declaration. If the extent of such taking as to any Parcel shall be such that the remaining portion of that Parcel shall be in such Owner's sole discretion economically suitable for the conduct thereon by its Owner or its tenant or tenants of their respective businesses, then and in such event such Owner shall restore the remaining portion of any buildings so taken as nearly as possible to the condition existing immediately prior to such condemnation, and shall restore any remaining portion of the Common Area Improvements, without contribution from the party owning the Parcel not so taken. However, if the extent of such taking is such that the remaining portion of the Parcel is not in such Owner's sole discretion economically suitable for the conduct thereon of the businesses of its Owner, or its tenant or tenants, then such Owner may, upon written notice to the other Owner, elect not to restore the remaining portion of the buildings so taken as aforesaid, and in such event such Owner shall promptly complete the razing of any buildings so taken in part, fill in any excavations and perform such other work as may be necessary to put such portion of the Development in a clean, sightly and safe condition.

13. ENFORCEMENT OF DECLARATION

13.1. Prosecution of Proceedings. Enforcement may be by legal proceeding against any Person or Persons violating or attempting to violate any declaration, restriction, covenant, condition or agreement herein contained either to restrain or enjoin such violation and/or recover damages; provided, however, that no such covenants or any such similar rights or privileges may be enforced by legal action or otherwise by any Persons whatsoever (such as lessees or occupants of the buildings and structures which may now or hereafter be constructed upon Parcel A, Parcel B and Parcel C), except Owners, and their successors and assigns, and First Mortgagees, who shall be the only Persons entitled to bring an action under and to enforce the rights and remedies of this Declaration.

13.2. Right to Cure - Lien Rights.

(a) If any Owner shall at any time default in the performance of, or fail to comply with, any of the terms and provisions of this Declaration, then and in such event, the Non-Defaulting Owner or any First Mortgagee shall have the right to enter upon such portion or portions of the Development owned by the Defaulting Owner, pay such obligation, perform such work or furnish such services on behalf, at the cost, and for the account, of the Defaulting Owner, and shall be entitled to reimbursement from the Defaulting Owner of all costs and expenses thus incurred together with interest thereon as otherwise provided herein.

(b) Prior to the payment of any obligation, performance or any work or furnishing of any services upon or in connection with any portion or portions of the Development of any Defaulting Owner, a notice must be sent to such Defaulting Owner specifying the nature of the default and notifying of the intention to pay such obligation or perform such work or furnish such services. If the default is not cured within fifteen (15) days after such notice, then the Non-Defaulting Owner may pay such obligation, perform such work or furnish such services on behalf of the Defaulting Owner and shall send a statement or statements of the cost thereof of such Defaulting Owner of the portion or portions of the Development concerned and the amount thereof shall immediately be due and payable. Such fifteen (15) day period shall be extended if the Defaulting Owner has commenced, within fifteen (15) days, reasonable efforts to cure such default, and, in that event, such fifteen (15) days shall be extended so long as such efforts are diligently pursued. If the obligation, work or service must be performed at regular intervals, the parties performing the same may send statements at such appropriate intervals as it or they may desire. Any such statements shall bear interest until paid at the lesser of (i) the rate of Prime plus 1% per annum or (ii) the highest rate of interest that can be charged without being usurious. If the amount thus stated is not paid within sixty (60) days after the rendering thereof, the Non-Defaulting Owner may, for the purpose of securing such claim, impose a lien upon all or any portion of the Development owned by the Defaulting Owner. Such lien may be imposed by serving

written notice upon such Defaulting Owner, which notice shall contain a representation of compliance with the provisions of this paragraph, an explanation of the nature of the particular obligation, the work or service involved, and the cost thereof, together with a description of any or all portions of the Development owned by such Defaulting Owner, and by duly recording a copy of such notice in the Office of the Register of Deeds, Racine County, Wisconsin. No such lien shall exist until such notice is duly served and recorded as provided herein. Such lien shall continue until fully discharged, and may be foreclosed in accordance with the laws pertaining to non-judicial foreclosure of mortgage pursuant to the applicable provisions of the laws of the State of Wisconsin. Such lien shall secure not only the amount stated in the aforesaid notice, but also the reasonable costs and expenses of enforcing the same, including reasonable attorneys' fees and interest at the lesser rate of (i) Prime plus 1% per annum, or (ii) the highest rate of interest that can be charged without being usurious.

13.3. No Termination. No breach of this Declaration or default by any of the parties hereto shall entitle any of the other parties hereto to terminate or cancel this Declaration.

14. STATUS OF DECLARATION. Except as specifically provided in paragraphs 13.2 and 24, this Declaration and the rights granted and created hereby including, but not limited to, the easements created hereunder, shall be superior to all leases, conveyances,



transfers, assignments, contracts, mortgages, deeds of trust, and other encumbrances and documents in any way affecting any part of the Development. Any Person or entity foreclosing any such mortgage, deed of trust, lien, or encumbrance and any Persons or entities acquiring title to, or interest in, any part of the Development as a result thereof, shall acquire and hold title thereto expressly subject to the provisions of this Declaration. Any transferee of any interest in any part of the Development shall automatically be deemed, by acceptance of such interest, to have agreed to be bound by all of the provisions of this Declaration, and to have agreed to perform and do any and all things required to be done and performed hereunder by the owner of the interest so transferred.

15. PARAGRAPH HEADINGS. The paragraph headings used herein are for reference and convenience only and shall not enter into the interpretations hereof. Wherever the singular is used herein the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa as the context shall require.

16. PARTIAL INVALIDITY. If any term, covenant, or condition of this Declaration or the application thereof to any Person or circumstance shall be invalid or unenforceable, the remainder of this Declaration or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected

thereby, and each term, covenant, and condition shall be valid and enforceable to the fullest extent permitted by law.

17. GOVERNING LAW. It is the intention of the parties hereto that all questions with respect to the construction of this Declaration and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Wisconsin.

18. NOTICE. Any notice or demand or statement of interest which either party hereto may desire to serve upon the other in furtherance of any provision of this Declaration shall be sufficiently served if the same be enclosed in an envelope, which envelope shall be deposited in the United States Post Office, postage prepaid and certified or registered and addressed,

(i) if to the Owner of Parcel A to:

Menard, Inc.  
4777 Menard Drive  
Eau Claire, Wisconsin 54703

(ii) if to the Owner of Parcel B to:

Best Products Co., Inc.  
P. O. Box 26303  
Richmond, Virginia 23260  
Attention: Vice President of Real Estate

With a copy to:

McGuire, Woods & Battle  
1400 Ross Building  
Richmond, Virginia 23219  
Attention: John W. Bates, III, Esquire

(iii) if to the Declarant  
or to the Owner of Parcel C to:

County of Racine, Wisconsin  
Len Ziolkowski, County Executive  
730 Wisconsin Avenue  
Racine, Wisconsin 53403

or to such other address or to the attention of such other parties as any Owner may designate by written notice to all parties hereto.

19. NO PARTNERSHIP. None of the Owners of Parcels in the Development, in any way or for any purpose, shall as a result of this Declaration be deemed to become a partner of the other in the conduct of their respective businesses, or otherwise, or joint venturer or a member of a joint enterprise with the other.

20. WAIVERS. No delay or omission by any Owner in exercising any right or power accruing upon any default, non-compliance or failure of performance of any of the provisions of this Declaration by any of the Owners shall be construed to be a waiver thereof. A waiver by any of the Owners of any of the obligations of the other Owners shall not be construed to be a waiver of any subsequent breach of such obligation or a waiver of any breach of any other terms, covenants or conditions of this Declaration.

21. NO PUBLIC DEDICATION. Nothing contained in this Declaration will be deemed to be a gift or dedication of any portion of the Development to the general public or for the general public or for any public purpose whatsoever; it being the intention of the Owners that this Declaration will be strictly limited to and for the purposes expressed herein.

22. ESTOPPEL CERTIFICATES. Within thirty (30) days after written request thereof, any Owner shall execute and deliver at no charge to the requesting party an estoppel certificate certifying that as of the date thereof, the requesting Owner is in full compliance with the terms of this Declaration, that all sums payable hereunder by such requesting Owner have been paid and that the improvements within the Development or on the requesting Owner's Parcel comply with the terms hereof or, if any non-compliance exists or any sums have not been paid, specifying the nature of such non-compliance and the sums which are due and payable.

23. MORTGAGE PROTECTION. Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to any First Mortgage and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of the lien of any First Mortgage; however, in all respects, the covenants, conditions and restrictions created by this Declaration are superior to the lien of any and all other mortgages, shall be binding and effective upon and against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise of any mortgage from and after the time of acquisition of title by such Owner.

24. AMENDMENTS. This Declaration may be modified, amended or terminated only by the Owners and all First Mortgagees, but no other Persons, such as subordinate mortgagees, lessees or occupants of the Parcels, shall have any rights whatsoever to join in, prevent or otherwise affect or limit any such modification, amendment or termination. No modification, amendment or termination of this Declaration shall be deemed valid, binding or enforceable unless the same is acknowledged by and on behalf of all of the Owners and any First Mortgagees, and duly filed for record in the Office of The Register of Deeds, Racine County, Wisconsin.

25. SUBDIVISION. Any Owner may subdivide its Parcel into two or more Parcels ("New Parcels") subject to the following provisions:

(a) any subdivision of a Parcel shall be accomplished as required by the subdivision laws of the State of Wisconsin and all other relevant laws and ordinances;

(b) any New Parcels shall be separately assessed from all other Parcels by all local taxing authorities for real estate tax purposes; and

(c) any New Parcels shall be subject to all of the terms and provisions of this Declaration which were applicable to the Parcel of which such New Parcels previously formed a part, including, but not limited to, any specific restrictions placed against the Parcel of which such New Parcels previously formed a part.

26. COVENANTS RUNNING WITH THE LAND. Each and every agreement, covenant, promise, undertaking, condition, easement, right, privilege, and restriction (herein collectively referred to as "Obligations") made, granted or assumed, as the case may be, by Best, Declarant and any Owner, is made for the benefit of all Owners, their successors and assigns, lessees, and all other Persons acquiring an interest in the Development. All of the provisions of this Declaration shall be covenants running with the land pursuant to applicable law. Any Owner of a Parcel shall automatically be deemed by acceptance of the title of such Parcel or any part thereof to have assumed all Obligations of this Declaration relating thereto, and to have agreed with the then

Owner or Owners of all Parcels to execute any and all instruments and do any and all things reasonably required to carry out the intention of this Declaration; provided, however, that if any such transferor shall expressly condition the transfer of its interest in such Parcel or Parcels or any part thereof on the assumption by its transferee of the Obligations imposed on such transferor, such transferor shall upon the completion of such transfer and the obtaining of the written consent of the Owners of Parcel A and Parcel B be relieved of all further liability under this Declaration except such liability as may have arisen during its period of ownership of the Parcel so conveyed and which remains unsatisfied.

27. DURATION. This Declaration shall continue in effect for a term of fifty (50) years unless earlier terminated by written instrument executed by all of the then Owners and all First Mortgagees and recorded in the Office of the Office of the Register of Deeds of Racine County, Wisconsin.

28. CONSENT. Best and Menard join herein to evidence their consent to the provisions of this Declaration.

WITNESS the following signatures and seals as of the date first above written:

DECLARANT: COUNTY OF RACINE, WISCONSIN  
By:   
Len Ziolkowski, County Executive

By: Hubert H. Braun, County Board  
Chairman

By: Dennis Kornwoff  
Dennis Kornwoff, County Clerk

MENARD, INC.

By: Marv Prochaska  
Marv Prochaska

Title: V.P.

(SEAL)

Attest: [Signature]

Title: Secretary

BEST PRODUCTS CO., INC.

By: Bernard A. Cohen  
Bernard A. Cohen

Title: Exec. Vice President

(SEAL)

Attest: [Signature]

Title: Corporate Secretary & Treasurer

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_  
in the year \_\_\_\_\_, the above-named \_\_\_\_\_,  
to me known to be the person who executed the foregoing instru-  
ment, and acknowledged the same.

(Notarial Seal)

Notary Public in and for said State

My commission expires: \_\_\_\_\_



STATE OF Wisconsin  
CITY/COUNTY OF Racine

Personally came before me this 16th day of May  
in the year 1985, the above-named Len Ziolkowski & Dennis Kornwolf  
to me known to be the person who executed the foregoing instru-  
ment, and acknowledged the same.

(Notarial Seal)

William F. Bock  
Notary Public in and for said State  
William F. Bock  
My commission ~~expires~~ is permanent.

STATE OF Virginia  
CITY/COUNTY OF Henrico

Personally came before me this 9th day of May  
in the year 1985, the above-named Bernard A. Cohen,  
to me known to be the person who executed the foregoing instru-  
ment, and acknowledged the same.

(Notarial Seal)

Deannie O. Wall  
Notary Public in and for said State  
Deannie O. Wall  
My commission expires: 2/24/87

VEL 1752 PAGE 642

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

Personally came before me the \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_\_, \_\_\_\_\_, as \_\_\_\_\_,  
and \_\_\_\_\_, as \_\_\_\_\_,

of BEST PRODUCTS CO., INC., a Virginia corporation, to me known  
to be the persons who executed the foregoing instrument, and to  
me known to be such \_\_\_\_\_ and

\_\_\_\_\_ of said Corporation, and acknowledged that  
they executed the foregoing instrument as such officers as the  
deed of said Corporation, by its authority.

(Notarial Seal)

Notary Public in and for said State

My commission expires: \_\_\_\_\_

STATE OF Wisconsin

CITY/COUNTY OF Eau Claire

Personally came before me the 13<sup>th</sup> day of May,  
1985, Marv Procharka, as Vice-President,  
and Warren R. Johnson, as Secretary, of

MENARD, INC., a Wisconsin 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 said Corporation, and acknowledged that they executed the  
foregoing instrument as such officers as the deed of said  
Corporation, by its authority.

(Notarial Seal)

Robert W. Corey  
Notary Public in and for said State

Robert W. Corey

My Commission ~~expires~~ is permanent

NM  
&B

Nielsen Madsen & Barber

Consulting Civil Engineers

1339 Washington Avenue  
Racine, Wisconsin 53403  
Racine 414/634-5688  
Kenosha 414/562-7902

March 26, 1985

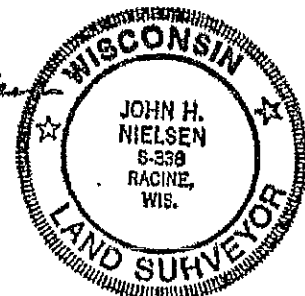
Job No. 85023

John H. Nielsen, P.E., R.L.S.  
Walter R. Madsen, P.E., R.L.S.  
James D. Barber, P.E.  
James E. Robinson, R.L.S.

Metes and Bounds of Parcel 3, Regency West (Menard's)

That part of the Southeast  $\frac{1}{4}$  of Section 23 and the Southwest  $\frac{1}{4}$  of Section 24, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a point on the Section line between said Sections 23 and 24 located N01°45'14"W 752.94 feet from a cast iron highway plate marking the Southeast corner of said Section 23; run thence N78°29'11"W 55.67 feet; thence S89°25'49"W 519.61 feet; thence N01°45'14"W 471.17 feet; thence N89°25'49"E 594.03 feet; thence S78°10'03"E 500.00 feet to the Westerly line of Wisconsin State Trunk Highway 31; thence S11°49'57"W 157.26 feet on the Westerly line of said highway; thence S11°30'49"W 314.14 feet on the Westerly line of said highway; thence N78°29'11"W 408.09 feet to the point of beginning. Containing 11.248 acres.

*John H. Nielsen*



NM  
&B

Nielsen Madsen & Barber

Consulting Civil Engineers

1339 Washington Avenue  
Racine, Wisconsin 53403  
Racine 414/634-8588  
Kenosha 414/552-7902

REVISED March 26, 1985  
February 27, 1985

Job No. 85023

John H. Nielsen, P.E., R.L.S.  
Walter R. Madsen, P.E., R.L.S.  
James D. Barber, P.E.  
James E. Robinson, R.L.S.

Metes and Bounds of Parcel 2 for Heritage Title of Racine  
(Best Products Site)

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

Commence at a point on the East line of said Section 24 located  $N01^{\circ}45'14''W$  1235.77 feet from a cast iron highway plate marking the Southwest corner of Section 24; run thence  $N89^{\circ}25'49''E$  20.23 feet to the point of beginning of this description; run thence  $N11^{\circ}02'17''E$  549.96 feet to a point on a curve of Northeasterly convexity whose radius is 179.04 feet and whose chord bears  $S47^{\circ}54'22''E$  49.24 feet; thence Southeasterly 49.39 feet on the arc of said curve to its point of tangency; thence  $S40^{\circ}00'10''E$  226.67 feet to the point of curvature of a curve of Southwesterly convexity whose radius is 350.98 feet and whose chord bears  $S59^{\circ}05'06''E$  229.49 feet; thence Southeasterly 233.79 feet on the arc of said curve to its point of tangency; thence  $S78^{\circ}10'03''E$  70.00 feet to the Westerly line of State Trunk Highway 31; thence  $S11^{\circ}49'57''W$  310.00 feet on the Westerly line of said highway; thence  $N78^{\circ}10'03''W$  500.00 feet to the point of beginning. Containing 4.500 acres. EXCEPTING therefrom an easement for the installation and maintenance of public water supply facilities over the Easterly 10 feet thereof and also EXCEPTING therefrom an easement for the installation and maintenance of public sanitary sewer facilities over the Westerly 12 feet thereof.



NM  
&B

Nielsen Madsen & Barber

Consulting Civil Engineers

1339 Washington Avenue  
Racine, Wisconsin 53403  
Racine 414/634-5588  
Kenosha 414/552-7502

March 26, 1985

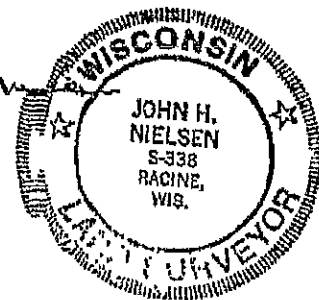
Job No. 85023

John H. Nielsen, P.E., R.L.S.  
Walter R. Madsen, P.E., R.L.S.  
James D. Barber, P.E.  
James E. Robinson, R.L.S.

Metes and Bounds of Parcel 1, Regency West

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

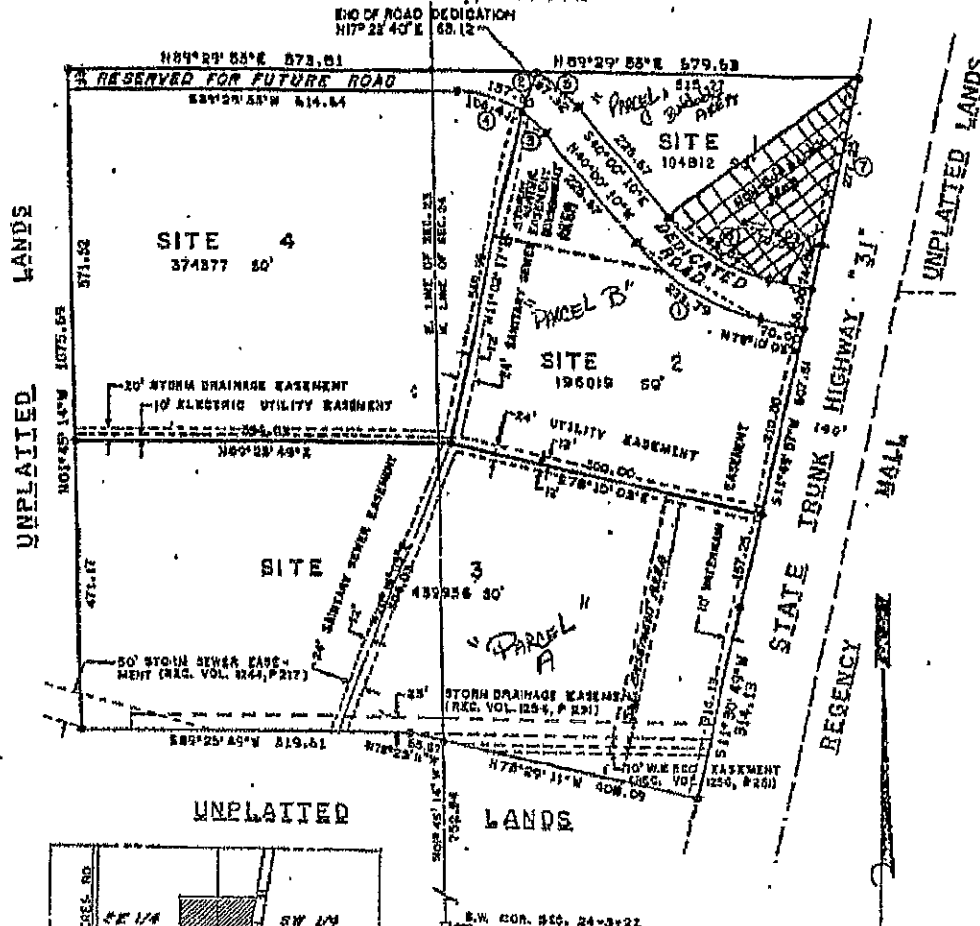
Commence at a point on the East line of said Section 24 located  
N01°45'14"W 1839.60 feet from a cast iron highway plat marking  
the Southwest corner of said Section; run thence N89°29'55"E  
164.36 feet to the point of beginning of this description;  
continue thence N89°29'55"E 515.27 feet to the Westerly line of  
Wisconsin State Trunk Highway 31; thence Southwesterly 277.23 feet  
on the arc of a curve of Northwestern convexity in the Westerly  
line of said highway whose radius is 16,440.22 feet and whose  
chord bears S12°18'56"W 277.22 feet; thence S11°49'57"W 74.56 feet  
on the Westerly line of said highway; thence N78°10'03"W 70.00  
feet to the point of curvature of a curve of Southwesterly  
convexity whose radius is 284.98 feet and whose chord bears  
N59°05'06"W 186.34 feet; thence Northwesternly 189.82 feet on the  
arc of said curve; thence N40°00'10"W 226.67 feet to the point of  
curvature of a curve of Northeasterly convexity whose radius is  
245.04 feet and whose chord bears N50°12'44"W 86.86 feet; thence  
Northwesternly 87.32 feet on the arc of said curve to the point of  
beginning. Containing 2.406 acres.



CERTIFIED SURVEY MAP No.

PART OF THE SW. 1/4 OF SEC. 24, AND PART OF THE S.E. 1/4 OF SEC. 25, T. 3 N., R. 22 E., IN THE TOWN OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

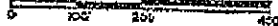
## UNPLATTED LANDS

[illegible]

BEARING BASE IS GRID NORTH, WISCONSIN  
COORDINATE SYSTEM

- DENOTES 3/4" DIA IRON SET
- DENOTES 3/4" DIA IRON PIPE FOUND

SCALE 100 200 300 400 500 600 700 800 900 1000



CURVE			DATA		
CURVE	ARC	RADIUS	LENGTH	BEARING	GEN. ANGLE
1	843.79	350.96	223.49	N68°05'04"W	38°09'53"
2	112.80	172.04	162.74	N68°16'01"W	50°28'33"
3	49.22	172.04	49.84	N47°54'22"W	15°58'34"
4	106.41	172.04	106.75	N73°09'19"W	34°41'31"
5	00.35	245.04	04.06	S50°12'44"E	20°25'01"
6	183.64	264.54	118.33	S55°09'05"E	38°58'54"
7	271.54	164.44	272.22	S12°10'56"W	00°55'41"



McGUIRE, WOODS & BATTLE  
ROSS BUILDING

RICHMOND, VIRGINIA 23219

TELEPHONE (804) 844-4131

CABLE MCWOBAY

TELEX 82-7414

COURT SQUARE BUILDING  
CHARLOTTEVILLE, VIRGINIA 22901  
TELEPHONE (804) 977-2500

137 YORK STREET  
WILLIAMSBURG, VIRGINIA 23185  
TELEPHONE (804) 229-2393

SOVRAN CENTER  
NORFOLK, VIRGINIA 23510  
TELEPHONE (804) 827-7677

JEFFERSON COURT  
WASHINGTON, D.C. 20007  
TELEPHONE (202) 337-1337

FEDERAL EXPRESS

May 15, 1985

RECEIVED

MAY 16 1985

RACINE COUNTY  
CORPORATION COUNSEL

County of Racine  
730 Wisconsin Avenue  
Racine, Wisconsin 53403

Attention: William Bock, Esquire

Gentlemen:

Reference is made to a Declaration of Easements and Covenants dated as of May 13, 1985 (the "Declaration") executed by you with respect to certain real property in the Town of Mount Pleasant, Racine County, Wisconsin.

As counsel to Best Products Co., Inc., a contract purchaser of a portion of that real property and a beneficiary of the Declaration, I hereby approve of the following changes to the Declaration:

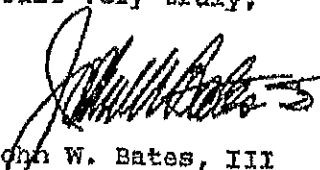
(i) Subparagraphs (i) and (ii) of Section 6.2 may be deleted.

(ii) The word "reasonably" may be inserted before the word "clean" in Section 7.2(i).

(iii) The words "any other Parcel" may be substituted for the words "Parcel B" in the three places they appear in Section 7.3.

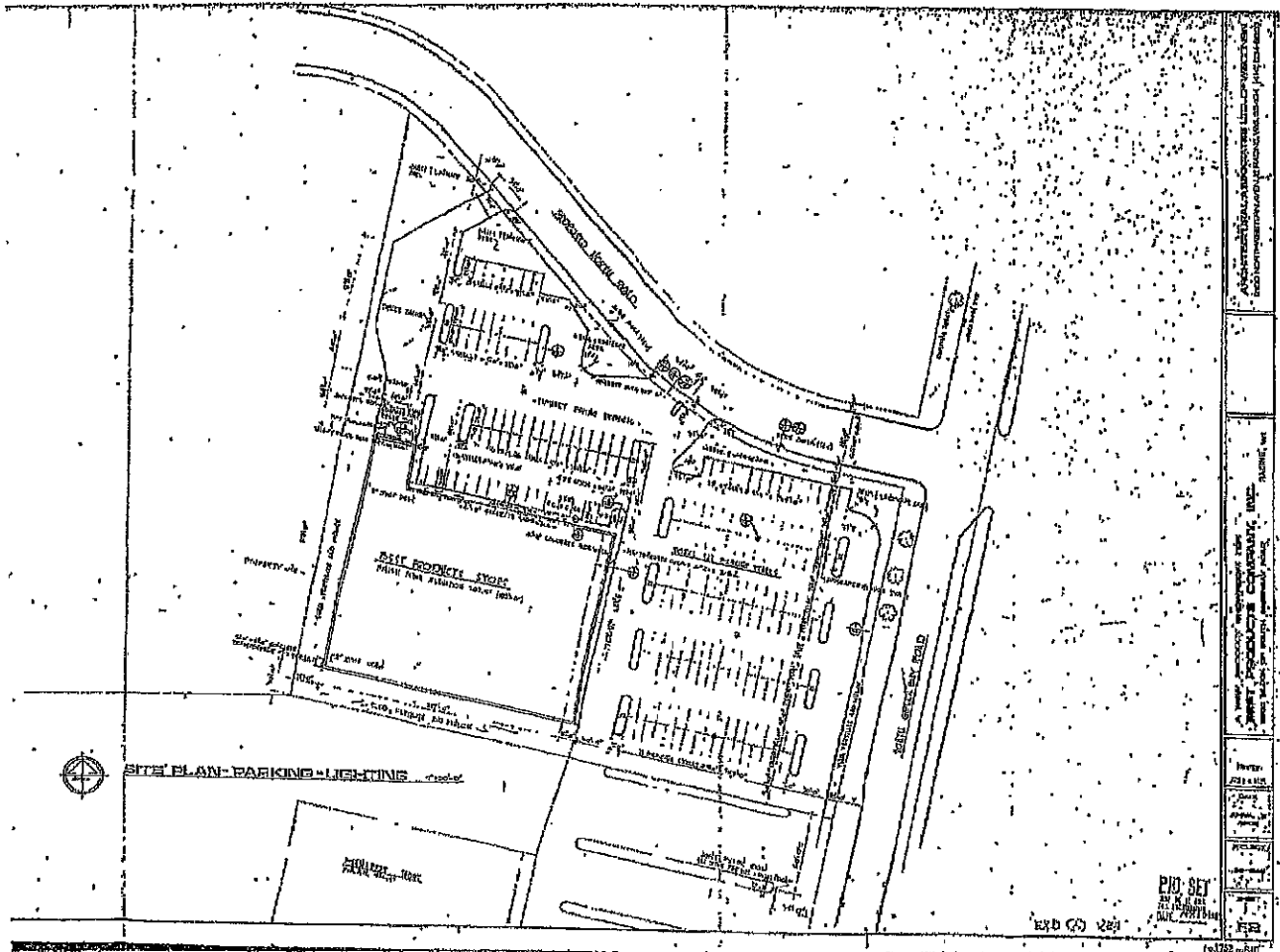
I trust this is the documentation you need. Thank you for your cooperation.

Yours very truly,



John W. Bates, III

JWB, III'omb



Site Plan - Parking - Lighting  
Scale: 1" = 20'  
North Arrow  
Legend  
Light Fixture Symbols  
Parking Space Symbols  
Access Driveways  
Main Street  
Side Street  
Crosswalk  
Store Building  
Title Block

END OF SHEET

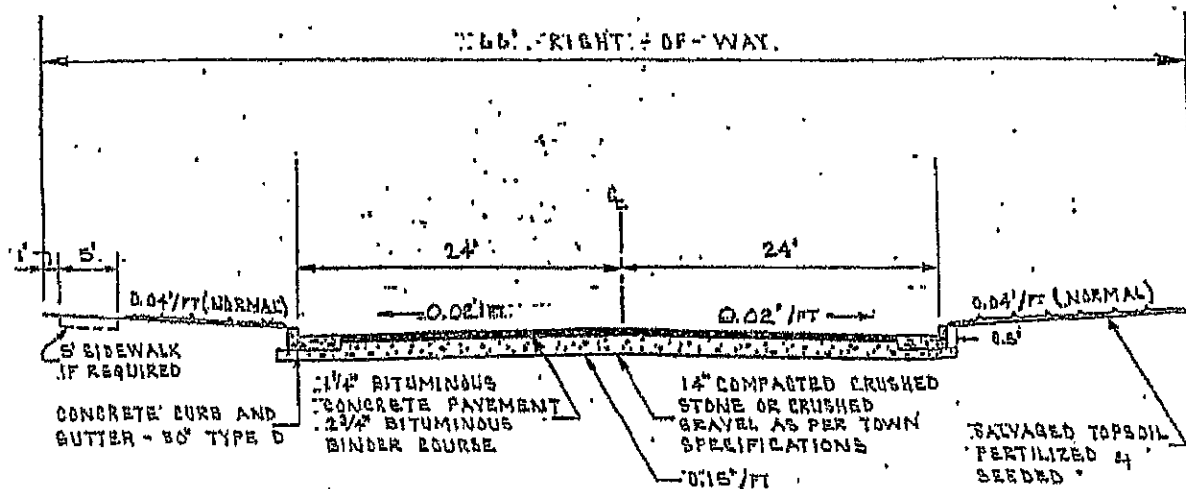




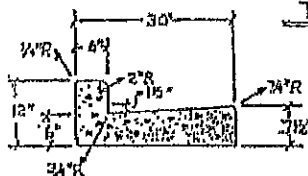
- (1) The work under this contract consists of the construction of approximately 532 feet of roadway and shall be executed under the requirements of the State of Wisconsin, Department of Transportation, Division of Highways, Standard Specifications for Road and Bridge Construction, 1981 Edition.

All pay units shall be measured and paid for in accordance with the above specifications.

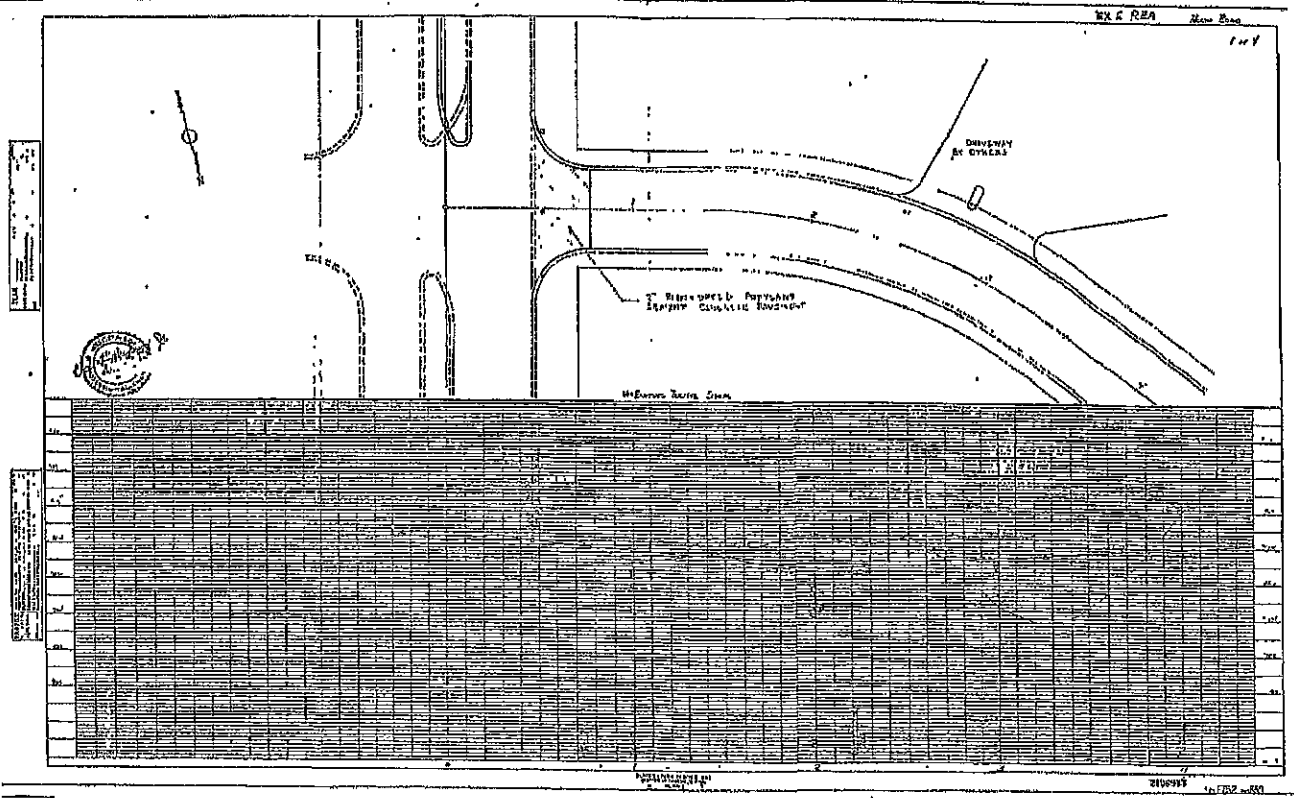
- (2) The project limits as shown on the attached plans shall begin at the west edge of pavement of S.T.H.-31 (approximately STA 0 + 46) and extend westerly 532 feet to STA 5 + 78. The contractor shall grade the site to the west of the project terminus to blend the slope in with the existing topography in accordance with the plans.
- (3) It shall be the responsibility of the abutting owner to construct the proposed driveways from the road curb and gutter to the property line.

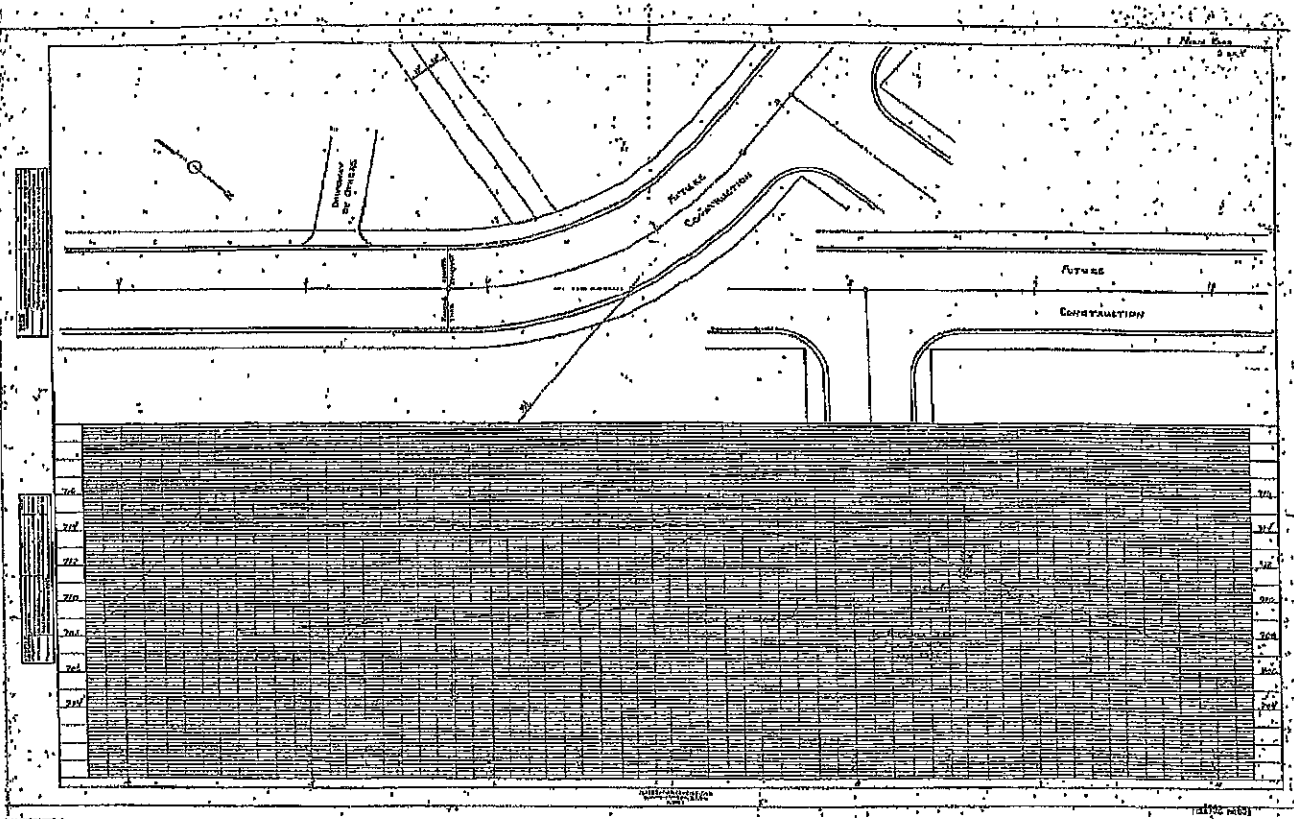


# TYPICAL INDUSTRIAL URBAN SECTION - IND-URB



TYPE D  
CONCRETE CURB  
& GUTTER 30"





This instrument was drafted by William F. Bock, Corporation Counsel

1196578

AMENDMENT TO  
DECLARATION OF EASEMENTS  
AND COVENANTS

This Amendment to the Declaration of Easements and  
Covenants made this 18th day of June, 1986  
by the COUNTY OF RACINE, a political subdivision of the State  
of Wisconsin, BEST PRODUCTS COMPANY, INC., a Virginia Corpor-  
ation, and MENARD, INC., a Wisconsin Corporation.

1. AMENDMENT

Exhibit "F" as contained in the original Declaration of  
Easements and Covenants dated May 13, 1985 and recorded on  
May 17, 1985 in Volume 1752 on pages 604 through 654 as  
Document #1169012 and executed by the parties hereto, is hereby  
amended as shown on Exhibit "A" attached hereto.

The purpose of this amendment to Exhibit "F" is to  
increase the buildable area on Parcel "C" as referred to in  
Paragraph 6.1 of the Declaration dated May 13, 1985. The new  
non-buildable area shall be that portion of the cross hatched  
area on Exhibit "A" which is shaded solidly. All other areas

on Parcel "C" shall be considered buildable.

WITNESS the following signatures and seals as of the date first

above written:

Register's Office  
Racine County, Wis. } SS

DECLARANT: COUNTY OF RACINE, WISCONSIN

Received for Record 18th day of  
June A.D. 1986 at 10:30  
o'clock A. M. and recorded in Volume 1803  
of Records on page 330

BY: Len Ziolkowski, County Executive

Helene M. Schuttler  
Register of Deeds

VOL 1803 PAGE 330

10.00

Att: Corporation Counsel

Jeffrey D. County Executive

BY: Hubert H. Braun  
Hubert H. Braun, County Board  
Chairman

BY: Dennis Kornwolf  
Dennis Kornwolf, County Clerk

MENARD, INC.

BY: Mary Prochaska  
Mary Prochaska  
Title: V.P.

(SEAL)

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

BEST PRODUCTS CO., INC.

BY: John J. [Signature]  
Title: Vice President, Real Estate

(SEAL)

Attest: [Signature]

Title: Secretary-Treasurer

WITNESSED BY FINANCIAL  
[Signature]  
Signature  
4/9/86  
Date

Date 4/9/86  
Certified to be correct as to form.  
By William J. [Signature]  
Racine County Corporation Counsel

STATE OF Wisconsin

CITY/COUNTY OF Eau Claire

Personally came before me this 8th day of May  
in the year 1986, the above-named Marv Prochaska,  
to me known to be the person who executed the foregoing instru-  
ment, and acknowledged the same.

(Notarial Seal)

Allan F. Jeff  
Notary Public in and for said State  
My Commission expires: 7/2/89

STATE OF Wisconsin

~~CITY~~/COUNTY OF Racine

Personally came before me this 12th day of June  
in the year 1986, the above-named Lyn Gielkowski, Dennis Lynoway,  
Robert Brown  
to me known to be the person who executed the foregoing instru-  
ment, and acknowledged the same.

(Notarial Seal)

Linda P. Callender  
Notary Public in and for said State  
My Commission expires: 10/4/87

STATE OF Virginia

~~CITY~~/COUNTY OF Henrico

Personally came before me this 3rd day of June  
in the year 1986, the above-named John Penn,  
to me known to be the person who executed the foregoing instru-  
ment, and acknowledged the same.

(Notarial Seal)

Diana L. Gill  
Notary Public in and for said State  
My Commission expires: 10/2/88

VOL 1803 PAGE 332

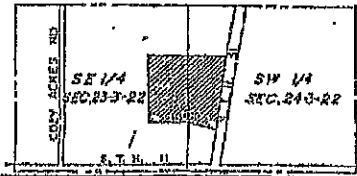
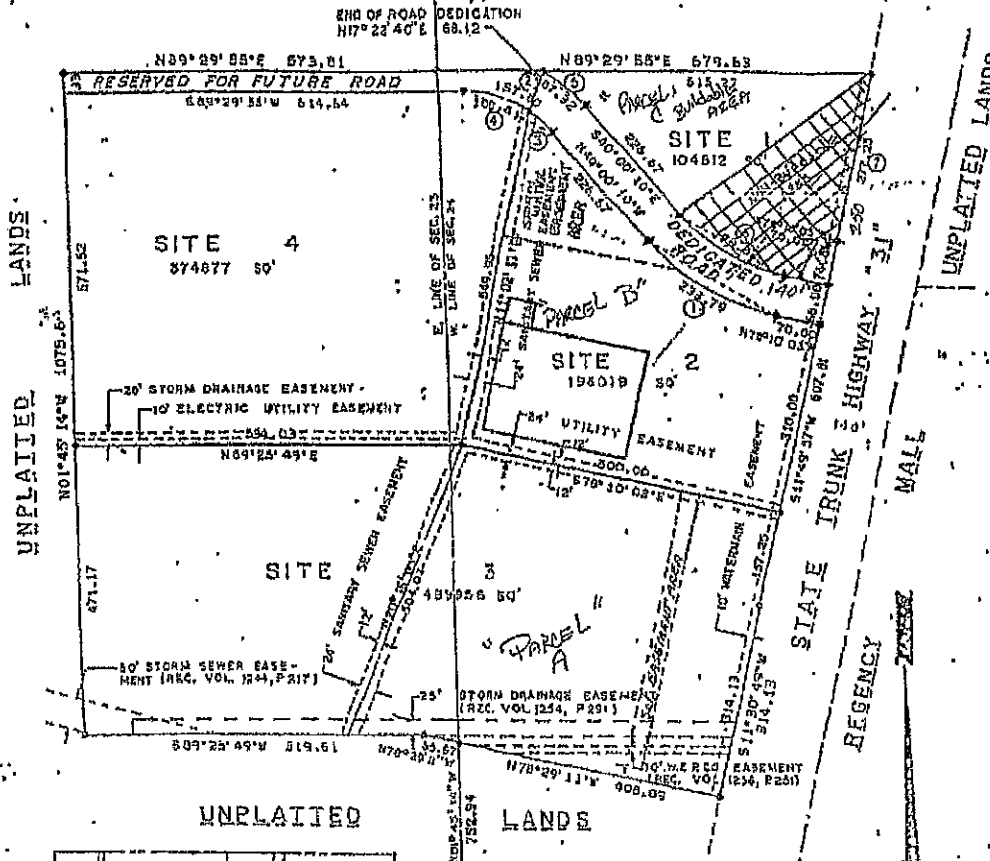


# Exhibit "A"

## CERTIFIED SURVEY MAP No.

PART OF THE SW 1/4 OF SEC. 24, AND PART OF THE S.E. 1/4 OF SEC. 23, T. 3 N., R. 22 E., IN THE TOWN OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

### UNPLATTED LANDS



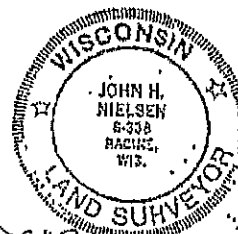
LOCATION MAP  
SCALE 1" = 2000'

BEARINGS BASE IS GRID NORTH, WISCONSIN COORDINATE SYSTEM

• DENOTES 3/4" DIA IRON ROD SET  
o DENOTES 3/4" DIA IRON PIPE FOUND

SCALE 1" = 300'

CURVE DATA					
CHORD					
CURVE	ARC	RADIUS	LENGTH	BEARING	CEN. ANGLE
1	233.79	150.99	229.49	N58°05'08"W	30°09'44"
2	117.80	178.04	132.74	N65°15'07"W	60°25'52"
3	49.39	179.04	49.24	N47°04'28"W	15°46'24"
4	109.61	179.04	109.76	N73°09'18"W	34°41'31"
5	87.22	245.04	86.98	S50°12'44"E	20°28'07"
6	189.55	264.57	186.33	S39°05'00"E	38°05'54"
7	177.24	104.11	277.22	S12°18'56"W	00°55'24"



SHIFT 1 OF 2

Pl 008-03-22-23-031-020  
Pl 008-03-22-23-031-020  
Pl 008-03-22-23-031-020  
Pl 008-03-22-23-031-020  
Pl 008-03-22-23-031-020  
Pl 008-03-22-23-031-020

1234886

X393

SECOND AMENDMENT TO DECLARATION  
OF EASEMENTS AND COVENANTS

THIS SECOND AMENDMENT is dated as of September 22, 1986 by and among the COUNTY OF RACINE, a political subdivision of the State of Wisconsin ("County"); BEST PRODUCTS CO., INC., a Virginia corporation ("Best"); MENARD, INC., a Wisconsin corporation ("Menard"); McDONALD'S CORPORATION, a Delaware corporation and HIGHLAND SUPERSTORES, INC., a Michigan corporation; and provides:

The County executed a Declaration of Easements and Covenants dated as of May 13, 1985 and recorded in the Office of the Register of Deeds for Racine County, Wisconsin, on May 17, 1985 in Volume 1752 of Records, Page 604, as Document No. 1169012. The aforesaid Declaration was amended by an Amendment to Declaration of Easements and Covenants dated June 12, 1986, and recorded in the aforesaid Register Office on June 13, 1986, in Volume 1803 of Records, Page 330, as Document No. 1196578. The aforesaid Declaration and Amendment are collectively referred to herein as the Declaration.

The parties hereto now desire to further amend the Declaration further as set forth below.

NOW, THEREFORE, in consideration of Ten Dollars cash in had paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree to amend Section 6.5 of the Declaration to read in its entirety as follows:

Each Owner shall be liable for the cost of any improvements constructed on its Parcel, and any repairs,

297/8 . 07 10

12604 1

1200 Ret. Hornigman Miller, etc. VOL 1874 PAGE 607

changes, renovations, alterations and additions thereto, and each Owner shall indemnify and hold the other Owners harmless against any construction liens or other claims filed against the other Owners' parcel or the Common Areas with respect thereto.

In all other respects, the terms of the Declaration are hereby ratified and affirmed.

WITNESS the following signatures.

COUNTY OF RACINE

By: [Signature]  
Len Ziolkowski, County Executive

By: [Signature]  
Chairman, County Board  
Hubert A. Braun

By: [Signature]  
County Clerk  
Pennis Karnsolt

MENARD, INC.

By: [Signature]  
Title: Vice President

BEST PRODUCTS CO., INC.

By: [Signature]  
Title: Vice President

Date 12/12/86  
Certified to be correct as to form.  
By [Signature]  
Racine County Corporation Counsel

REVIEWED BY FINANCE DIRECTOR  
[Signature]  
Signature  
12/20/86  
Date

STATE OF Wisconsin  
CITY/COUNTY OF Racine

Personally came before me this 17th day of December in the year 1986, the above named Len Ziolkowski, to me known to be the person who executed the foregoing instrument as County Executive of the COUNTY OF RACINE, WISCONSIN, a political subdivision of the State of Wisconsin, and acknowledged the same on behalf of the County.

Linda P. Callender  
Notary Public in and of said state  
Linda P. Callender

My commission expires:

10/4/87

STATE OF Wisconsin  
CITY/COUNTY OF Racine

Personally came before me this 17th day of December in the year 1986, the above named Robert W. Bauer, to me known to be the person who executed the foregoing instrument as Chairman, County Board of the COUNTY OF RACINE, WISCONSIN, and acknowledged the same on behalf of the County.

Linda P. Callender  
Notary Public in and of said state  
Linda P. Callender

My commission expires:

10/4/87

STATE OF Wisconsin  
CITY/COUNTY OF Racine

Personally came before me this 17th day of December in the year 1986, the above named Thomas Kornwall, to me known to be the person who executed the foregoing instrument as County Clerk of the COUNTY OF RACINE, WISCONSIN, and acknowledged the same on behalf of the County.

Joan C. Kennert  
Notary Public in and of said state  
Joan C. Kennert

My commission expires:

8-27-89

STATE OF VIRGINIA

CITY/COUNTY OF Henrico

Personally came before me this 7<sup>th</sup> day of November,  
in the year 1986, the above named John Penn, to me  
known to be the person who executed the foregoing instrument as  
Vice President of BEST PRODUCTS CO., INC., a Virginia  
corporation, and acknowledged the same on behalf of the  
corporation.

Rita B. Gillespie  
Notary Public in and of said state  
Rita B. Gillespie

My commission expires:

March 20, 1987

Wisconsin  
STATE OF VIRGINIA

CITY/COUNTY OF Eau Claire

Personally came before me this 3rd day of October,  
in the year 1986, the above named Marvin Prochaska, to me  
known to be the person who executed the foregoing instrument as  
Vice President of MENARD, INC., a Wisconsin corporation,  
and acknowledged the same on behalf of the corporation.

Allen F. Taft  
Notary Public in and of said state  
Allen F. Taft

My commission expires:

7/2/89

Return to: Honigman Miller Schwartz & Cohn  
2290 First National Building  
Detroit, Michigan 48226  
Attn: Thomas J. Beale  
4

VOL 1874 PAGE 610

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

Received for Record 10th day of July  
A.D. 1987 at 2:30  
o'clock P.M. and recorded in Volume 1874  
of Records on page 607-611

Helen M. Schuttler

Register of Deeds

12

MCDONALD'S CORPORATION,  
a Delaware corporation

By: Seymour Greenman  
Title: Vice President

HIGHLAND SUPERSTORES, INC.,  
a Michigan corporation

By: [Signature]  
Title: General Manager

STATE OF ~~MICHIGAN~~ ILLINOIS

~~STATE~~/COUNTY OF COOK

Personally came before me this 1st day of May, 1987,  
in the year 1986, the above named Seymour Greenman, to me  
known to be the person who executed the foregoing instrument as  
Vice President of MCDONALD'S CORPORATION, a Delaware  
corporation, and acknowledged the same on behalf of the  
corporation.

My commission expires:

November 25, 1989

Cathy A. Jama  
Notary Public in and of said state  
Cathy A. Jama

STATE OF ~~VIRGINIA~~ MICHIGAN me

~~STATE~~/COUNTY OF WAYNE me

Personally came before me this 20th day of January,  
in the year 1987, the above named David M. [Signature] to me  
known to be the person who executed the foregoing instrument as  
Chairman of the Board of HIGHLAND SUPERSTORES, INC., a Michigan  
corporation, and acknowledged the same on behalf of the  
corporation.

My commission expires:

Nov. 16, 1987

Margaret E. Carter  
Notary Public in and of said state

MARGARET E. CARTER,  
Notary Public, Wayne County, MI  
My Commission Expires Nov. 16, 1987

BASEMENT DECLARATION

THIS DECLARATION is made as of the 2/15 day of September, 1992, by the Muellermist Irrigation Company; and Kenneth Bailey and Christal Bailey, husband and wife ("Declarant").

## W I T N E S S E T H:

Declarant is the fee owner of "Parcel 1" and "Parcel 2" shown on the Site Plan attached hereto as Exhibit A (the "Site Plan") and described on Exhibit B. Parcel 1 and Parcel 2 are together called the "Total Property." Declarant desires to create reciprocal easements for the benefit of the respective parcels and the Total Property and to set forth certain restrictions, covenants and agreements for the benefit of the respective parcels and the Total Property, all as set forth below.

NOW, THEREFORE, Declarant declares as follows:

ARTICLE I - EASEMENTS1.1 Grant of Easements.

(a) Access. Declarant hereby grants, establishes and imposes for the benefit of and appurtenant to the fee ownership of Parcel 1 and Parcel 2, a perpetual, nonexclusive right, privilege and easement to use for pedestrian and vehicular travel, the thirty (30) foot wide Access Roadway identified on the Site Plan (the "Access Roadway"). Declarant and the successive owners of Parcel 1 and Parcel 2 shall have the right to use the Access Roadway and the right to permit their respective agents, tenants, customers and business invitees conducting business with the occupants of the Total Property to similarly use such Access Roadway in common with each other, and their respective successors and assigns and all persons claiming by, through or under any of the foregoing for the purpose of providing (i) ingress and egress for Parcel 1 and Parcel 2 to and from all public streets adjoining the Total Property and (ii) passage over, upon, across and among Parcel 1 and Parcel 2. The location of the Access Roadway shall not be altered in any manner from that shown on the Site Plan by either Parcel 1 or Parcel 2 throughout the term of this Declaration; provided, however, that if the Access Roadway is required to be relocated by governmental order, the owners of Parcel 1 and Parcel 2 shall take any and all actions which are necessary to provide a reasonably equivalent Access Roadway, which equivalent Access Roadway shall be subject in all respects to the Agreement. The fee owners of Parcel 1 and Parcel 2 may not obstruct the free flow of traffic over the Access Roadway or Parking Areas (defined below), except as may be necessary for reasonable repair and maintenance.

(b) Parking. Declarant hereby grants, establishes and imposes for the benefit of and appurtenant to the fee ownership of Parcel 1 and Parcel 2 a perpetual, nonexclusive right, privilege and easement to use for parking those parking areas identified on the Site Plan (collectively, the "Parking Areas"). The owners of Parcel 1 and Parcel 2 shall have the right to use both the Parking Areas located on Parcel 1 and Parcel 2 and the right to permit their respective agents, tenants, employees, customers and business invitees conducting business with the occupants of the Total Property to similarly use the Parking Areas in common with each other. The owners of Parcel 1 and Parcel 2 shall use their best efforts to ensure that their employee parking does not interfere with customer parking for either Parcel 1 or Parcel 2. The location and layout of the Parking Areas shall not be altered from that shown on the Site Plan in any manner by either Parcel 1 or Parcel 2.

throughout the term of this Declaration, except as may be appropriate or required by relocation of the Access Roadway by government order as provided in Section 1.1(a) above.

(c) Utility Easement. Declarant hereby grants, establishes and imposes for the benefit of and appurtenant to the fee ownership of Parcel 1 and Parcel 2, a perpetual, nonexclusive easement, in, over, under, upon and across the non-building areas of Parcel 1 and Parcel 2, depicted on Exhibit A hereto or as the same may from time to time hereafter exist, for the purposes of installing, maintaining, operating, repairing, replacing and renewing any and all utility systems, lines, pipes, mains and other facilities for water, gas, drainage, electricity and telephone services and storm and sanitary sewers (all such utilities hereinafter referred to collectively as "Utility Facilities") serving any portion of Parcel 1 and Parcel 2 in whole or in part. In the event specific easements are required by the provider of any utility serving Parcel 1 or Parcel 2, the owner of the other parcel shall cooperate in the execution and delivery of instruments reasonably necessary to grant and evidence such easement. Except as otherwise provided by written agreement between the owner of Parcel 1 and the owner of Parcel 2, and except for the cost and expense of repairs necessitated by the negligent acts of the owner of Parcel 1 or its agents or employees, the owner of Parcel 2 shall install, maintain, operate, repair, replace and renew any and all said Utility Facilities which service Parcel 2 at its sole cost and expense; it being specifically agreed and understood that it shall be the sole obligation of the owner of Parcel 2 to restore and replace to its previous condition any part of Parcel 1 damaged as a result of the exercise by the owner of Parcel 2 of any of its easement rights set forth herein, to provide reasonable notice to the owner of Parcel 1 of the exercise of said rights and to minimize to the extent reasonably possible any interference in the normal business operations conducted on Parcel 1 caused by the exercise of said easement rights by the owner of Parcel 2. Except as otherwise provided by written agreement between the owner of Parcel 1 and the owner of Parcel 2, and except for the costs and expense of repairs necessitated by the negligent acts of the owner of Parcel 2 or its agents or employees, the owner of Parcel 1 shall install, maintain, operate, repair, replace and renew any and all said Utility Facilities which service Parcel 1 and its sole costs and expense; it being specifically agreed and understood that it shall be the sole obligation of the owner of Parcel 1 to restore and replace to its previous condition any part of Parcel 2 damaged as a result of the exercise by the owner of Parcel 1 of any of its easement rights set forth herein, to provide reasonable notice to the owner of Parcel 2 of the exercise of said rights and to minimize to the extent reasonably possible any interference in the normal business operations conducted on Parcel 2 caused by the exercise of said easement rights by the owner of Parcel 1.

#### ARTICLE II - OPERATION

2.1. Maintenance. Except as otherwise provided herein, the owner of Parcel 1 shall be responsible for, at its sole cost and expense, the installation, maintenance, repair and replacement of the Access Roadway and the Parking Areas located on Parcel 1. Except as otherwise provided herein, the owner of Parcel 2 shall be responsible for, at its sole cost and expense, the installation, maintenance, repair and replacement of the Parking Areas located on Parcel 2. Such maintenance of each parcel shall include snow and ice removal, sweeping, resurfacing and restriping as may be necessary or prudent to keep the Access Roadway and Parking Areas in good working order and in a clean



and slightly condition in a manner consistent with other first class retail/commercial centers located in the Racine metropolitan area. Notwithstanding the foregoing, the following costs and expenses ("Shared Costs and Expenses") shall be borne by the owner of Parcel 1 and Parcel 2 in accordance with the proportion that the square footage of each such owner's respective parcel bears to the aggregate square footage of the Total Property (the "Maintenance Formula") which is Parcel 1 - 85.79%; and Parcel 2 - 14.21%:

(a) Costs and expenses for maintenance of, and snow and ice removal from, the Access Roadway;

(b) Costs and expenses for snow and ice removal from the Parking Areas located on Parcel 1 and Parcel 2.

Each parcel owner shall reimburse the other parcel owner for any bona fide Shared Cost and Expenses paid or incurred by such other parcel owner. The amount of such reimbursement shall be determined in accordance with the Maintenance Formula, and shall be payable within thirty (30) days after the reimbursing parcel owner mails via first class U.S. Mail, postage prepaid, a written statement from such other parcel owner stating the particular maintenance performed and the amount of Shared Costs and Expenses paid or incurred. The parcel owner seeking reimbursement shall furnish to the other parcel owner, upon such owner's request, such receipts, invoices, bills or other documentation as may substantiate the reimbursement claim.

## 2.2. Insurance.

(a) The fee owner of Parcel 1 shall procure and maintain, at its sole expense, comprehensive public liability insurance covering personal injury and property damage on or about Parcel 1, including the Access Roadway. The fee owner of Parcel 2 shall procure and maintain, at its sole expense, comprehensive public liability insurance covering personal injury and property damage on or about Parcel 2.

(b) The insurance described above shall be in such amounts and in such form as is customarily carried by owners of first class commercial developments in the Racine metropolitan area, but in any event such coverage shall not be less than Two Million Dollars (\$2,000,000.00), single limit. Each party required to carry such insurance shall have available at all times a current certificate evidencing the same, a copy of which certificate shall be delivered to the other party upon written request. In any event, such other party shall be named on the certificate for purposes of receiving notices from the insurer with respect to any cancellation, expiration, amendment or other change to the nature or amount of coverage described therein. Such certificates from time to time shall be modified as appropriate to reflect changes in ownership of Parcel 1 and Parcel 2, as the case may be.

## 2.3. Indemnity.

(a) The owner of Parcel 1 shall indemnify, defend and hold harmless the owner of Parcel 2, from any and all liabilities, claims, suits, costs and expenses, including reasonable attorneys' fees, resulting from or arising out of personal injury or property damage, not due to the negligent acts of the owner of Parcel 2 or its agents or employees, occurring on Parcel 1 or in connection with the use of the Access Roadway or Parking Areas on Parcel 1; and

(b) The owner of Parcel 2 shall indemnify, defend and hold harmless the owner of Parcel 1, from any and all

liabilities, claims, suits, costs and expenses, including reasonable attorneys' fees, resulting from or arising out of personal injury or property damage, not due to the negligent acts of the owner of Parcel 1 or its agents or employees, occurring on Parcel 2 or in connection with the use of the Access Roadway or Parking Areas that are located on Parcel 2.

#### ARTICLE III - RESTRICTIONS/COVENANTS

(a) Use Restrictions. During the term of this Declaration, Parcel 1 and Parcel 2 may at no time have the following uses: tavern, pornography/adult entertainment or any other use which would materially increase the cost of public liability or property insurance payable by the owner of Parcel 1 or Parcel 2. Parcel 1 or Parcel 2 may not at any time be used in a manner which would be considered a nuisance to the other parcel. The use of Parcel 2 may not be altered in any manner which would increase its parking demand from the parking demand for the use of Parcel 2 as a branch bank, without the prior written consent of the owner of Parcel 1, which consent shall not be unreasonably withheld.

(b) Building Areas. No buildings or other structures, alterations or improvements shall at any time be located on the Total Property except as shown on the "Buildable Area" defined on the Site Plan. Notwithstanding anything stated in this paragraph, no structure shall at any time be placed on either Parcel which would obstruct the visibility of the other Parcel from State Highway 31 or Regency Drive. An electric teller or Teller machine shall not be considered a structure for purposes hereof.

(c) Prior Declaration. Declarant hereby acknowledges the existence of that certain Declaration of Easements and Covenants dated May 13, 1985 and recorded as Document No. 1159022 in the Racine County Register of Deeds, as amended, and that certain Agreement and Consent executed by Declarant and Menard, Inc. which encumber the Total Property ("Covenants"). This Easement Declaration and the easements granted herein shall be subject and subordinate to such Covenants. The fee owner of Parcel 1 and the fee owner of Parcel 2 shall during the term of this Declaration comply with all the covenants, requirements, restrictions and other terms of the Covenants as they relate to their respective parcels.

#### ARTICLE V - MISCELLANEOUS

5.1. Term/No Termination. The term of this Declaration shall commence upon the date of filing of this instrument for recording with the register of deeds of Racine County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity.

5.2. Enforcement. If the fee owner of Parcel 1 or Parcel 2 fails to properly improve or maintain the Access Roadway or Parking Areas located on its portion of the Total Property or to otherwise duly and fully perform any of its obligations or covenants under this Declaration, including, but not limited to, situations involving an emergency which require an immediate response (hereinafter referred to as "Emergency") (such party being hereinafter referred to as the "Defaulting Party"), then any nondefaulting fee owner of any portion of the Total Property may send a written notice of such failure to the Defaulting Party, which written notice, in the event of an Emergency, shall be given as soon as reasonably practicable following such Emergency. Such notice shall contain an itemized statement of the

specific deficiencies (hereinafter referred to as the "Deficiencies") in performance by the Defaulting Party of its duties and obligations (or, in the event of an Emergency, documentation as to the undertakings performed by the nondefaulting owner). The Defaulting Party shall have twenty (20) days after receipt of such a notice (except in the event of an emergency in which case the non-defaulting party shall be entitled to take such immediate action without notice as is necessary and prudent to correct a deficiency) in which to correct the Deficiencies or, if the Deficiencies cannot reasonably be corrected within the said twenty (20) day period, then said Defaulting Party shall commence to correct the Deficiencies within said twenty (20) day period and thereafter proceed diligently to complete such correction (or, in the event of an Emergency, to reimburse a nondefaulting owner for any reasonable advances made by the nondefaulting owner, within twenty (20) days of receipt of written notice therefor). For purposes of this consent, the term "emergency" shall include such snow and ice removal as is prudent to ensure safe pedestrian and vehicular traffic. If, for any reason, the Defaulting Party shall fail or refuse to timely correct or to begin and proceed to correct the Deficiencies, as the case may be, then a nondefaulting owner may, at its option, correct the Deficiencies, and in such event, the Defaulting Party shall, promptly upon receipt from the nondefaulting owner of an itemized invoice of the reasonable costs incurred by the nondefaulting owner in correcting the Deficiencies, pay to the nondefaulting owner a sum equal to all such costs plus interest thereon, until paid, at the rate which is the lesser of (i) two percent (2%) per annum in excess of the announced "prime rate" or (ii) the highest rate permitted by applicable law. Prime rate is herein defined as the base rate on corporate loans at large U.S. money center commercial banks as published from time to time by The Wall Street Journal. The obligation to pay such costs, plus interest thereon, shall be secured by a lien in favor of the nondefaulting owner who corrected the Deficiencies, on all of the right, title, and interest of the Defaulting Party in or to the portion of the Total Property owned by such Defaulting Party. Such lien shall be effective only upon recordation of notice thereof with the Register of Deeds in Racine County, Wisconsin, and shall be subject and subordinate to (i) any lease of all or any portion of the subject parcel in effect at the time of such recordation, and (ii) the lien of any mortgage on record with the Racine County Register of Deeds at the time of such recordation.

5.3. No Joint Venture. Nothing in this Declaration shall be construed to make Declarant, and any successive fee owners of Parcel 1 or Parcel 2, partners of one another or joint venturers of one another, or in any way to render any of said parties liable for the debts or obligations of any other.

5.4. Waiver. No delay or omission by the fee owners of Parcel 1 or Parcel 2 to exercise any right or power accruing upon any non-compliance or failure of performance by another party under the provisions of this Declaration shall impair any such right or power or be construed to be a waiver thereof. A waiver by any of the fee owners of the parcels 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.

5.5. No Public Dedication. Nothing contained in this Declaration shall constitute or be deemed to constitute a gift or dedication of any portion of the Total Property to the general public or for the benefit of the general public or any public purpose whatsoever, it being the intention of Declarant that this Declaration will constitute private easements for the sole benefit of the fee owners of the parcels and will be strictly limited to and for the purposes herein. This Declaration and each and all of the terms, covenants, and conditions hereof shall

be binding upon and inure to the benefit of Declarant and its respective heirs, personal representatives, successors and assigns, and no third party, other than such heirs, personal representatives, successors and assigns, shall be entitled to enforce any term, covenant or condition of this Declaration or have any rights hereunder.

5.6. Headings. The headings appearing in this Declaration are for convenience and reference only, and in no way define or limit the scope and content of this Declaration or in any way affect its provisions.

5.7. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Wisconsin.

5.8. Severability. If any provisions, or portions thereof, of this Declaration, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, 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 Declaration shall be valid and enforceable to the fullest extent permitted by law.

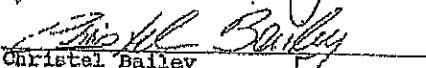
5.9. Agreements to be in Writing. No agreement shall be effective to add to, change, modify, waive or discharge this Declaration, in whole or in part, unless such agreement is in writing and signed by the parties to be bound.

5.10. Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this Declaration 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 Declarant and its respective successors and assigns, including the fee owner of all or any portion of Parcel 1 or Parcel 2, for and during the respective terms set forth herein. Sale by a party of Parcel 1 or Parcel 2 shall release such party from all obligations hereunder which mature after the date of such sale and acts or omissions of the owner of such parcel occurring after the date of such sale.

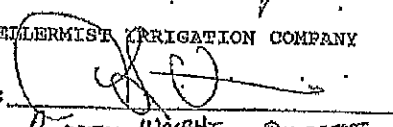
5.11. Estoppels. Declarant and successive owners hereunder agree to complete (to the extent of their knowledge) and promptly return any estoppel certificates or subordination agreements that may be reasonably required by any of such parties with respect to the sale, ground leasing, financing or refinancing of the respective parcels described herein.

IN WITNESS WHEREOF, the undersigned has signed this Declaration to take effect as of the date first above written.

  
Kenneth Bailey

  
Christel Bailey

MUELLERMIST IRRIGATION COMPANY

By:   
Andrew Wehr, President

STATE OF WISCONSIN }  
COUNTY OF Milwaukee } SS

Personally came before me this 21 day of September, 1992, the above named Kenneth Bailey, to me known to be the person who executed the foregoing instrument, and acknowledged the same.

Daniel D. Seibel  
Notary Public, State of Wisconsin  
My commission exp. 11/1/94  
DANIEL D. SEIBEL

STATE OF WISCONSIN }  
COUNTY OF Milwaukee } SS

Personally came before me this 21 day of September, 1992, the above named Christel Bailey, to me known to be the person who executed the foregoing instrument, and acknowledged the same.

Daniel D. Seibel  
Notary Public, State of Wisconsin  
My commission exp. 11/1/94  
DANIEL D. SEIBEL

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STATE OF WISCONSIN }  
COUNTY OF Milwaukee } ss

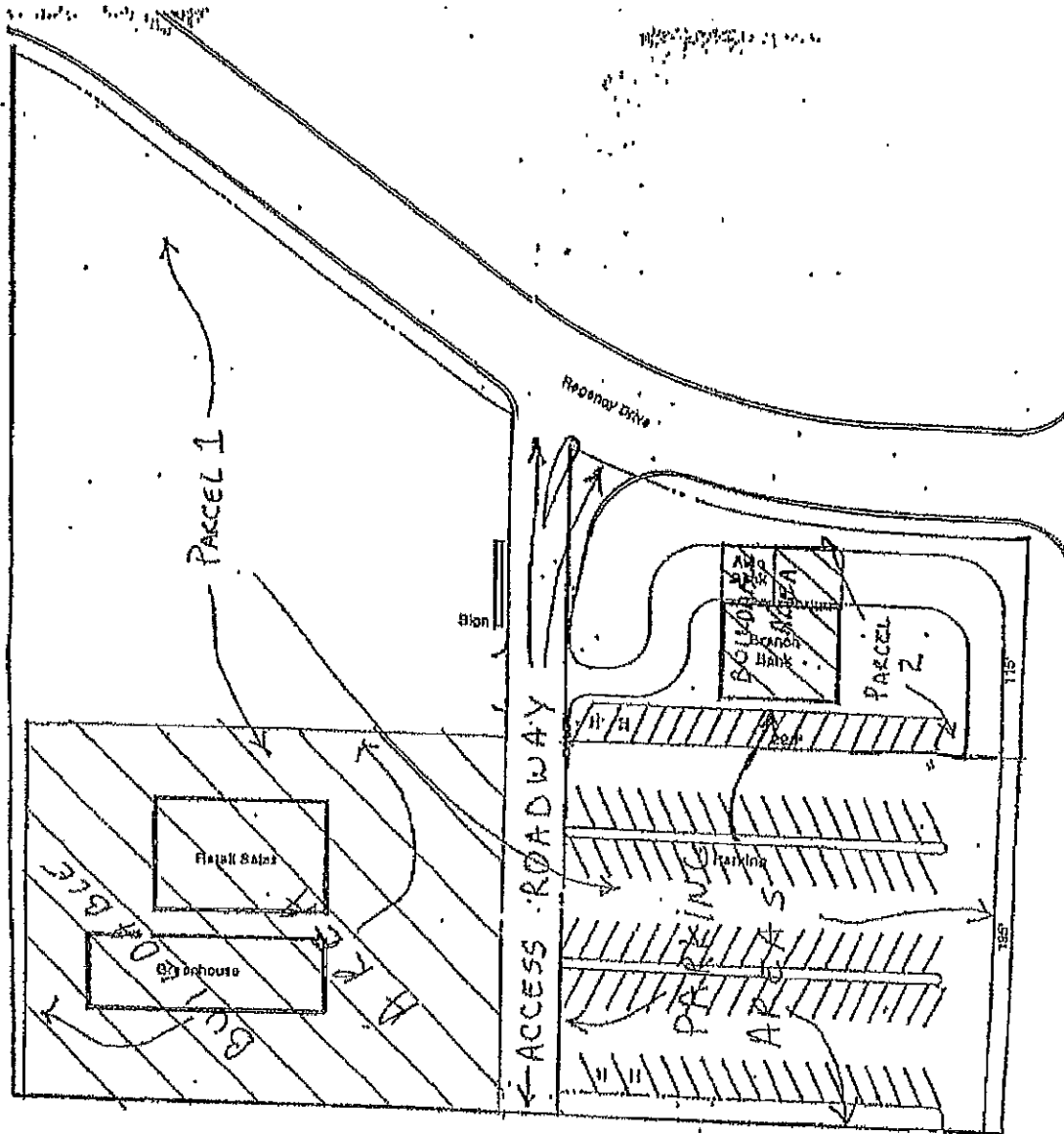
Personally came before me this 24 day of September, 1992, the above named Andrea Wright, as President of Muellermist Irrigation Company, and to me known to be the person who executed the foregoing instrument, and acknowledged the same on behalf of Muellermist Irrigation Company.

Donald D. Seibel  
Notary Public, State of Wisconsin  
My commission is renewed  
Daniel D. Seibel

This instrument was prepared by and  
upon recording should be returned to:  
Daniel D. Seibel  
Godfrey & Kahn, S.C.  
780 N. Water Street  
Milwaukee, WI 53202

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EXHIBIT A  
PAGE 1 of 2



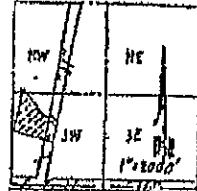
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OWNER: **WILLIAMST IRRIGATION CO.**  
 2017-17, 20TH ST.  
 MINNEAPOLIS, MINN. 55405-0100

INDICATES 1" DIA. IRON PIPE, 24" LONG WEIGHT 1.13 LBS.  
 PER LINEAL FOOT, UNLESS OTHERWISE NOTED.  
 ALL DIMENSIONS SHOWN ARE MEASURED TO THE  
 NEAREST HUNDREDTH OF A FOOT.  
 ALL BEARINGS SHOWN ARE REFERENCED TO  
 GRID NORTH OF WISCONSIN STATE PLANE  
 COORDINATE SYSTEM, SOUTH ZONE.



NEIGHBORHOOD SKETCH  
 1/24/12, 1/24/12, 1/24/12, 1/24/12



OWNER: **WILLIAMST IRRIGATION CO.**  
 1737 GRAND AVE.  
 CUNY, ILL. 60031

6125 08 24

1800 11



**National Survey & Engineering**  
 625 North 134th Street • Minneapolis, Minnesota 55412 • Phone 612-777-7777

1/11/12

COMMON ACCESS DRIVE



51-00803-22-24-031-040  
 51-00803-22-24-031-050

PARCELS 1 and 2.  
 Certified Survey Map No. 1580.



1391253

REGISTER'S OFFICE | SS  
RACINE COUNTY, WI |  
RECORDED \_\_\_\_\_

'92 SEP 25 P3 54

VOL 2187 PAGE 724-734

*Adm. M. Schmitt* REGISTER  
OF DEEDS

VOL 2187 PAGE 734

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1392354

AGREEMENT AND CONSENT

The undersigned, as the Owners of Parcel A (which Parcel is described on Exhibit A attached hereto), and the Owners of Parcel B (which Parcel is described on Exhibit B attached hereto), as defined in the Declaration of Easements and Covenants made as of the 13th day of May, 1985 by the County of Racine and recorded with the Racine County Register of Deeds on May 17, 1985, as Document No. 1189012 ("Declaration") hereby acknowledge, consent and agree to the following:

1. That Menard, Inc. ("Menard"), Owner of Parcel A, has been advised that Kenneth Bailey and Christel Bailey, husband and wife, and Muellermist Irrigation Company ("Bailey and Muellermist") are presently the Owners of Parcel B (which Parcel is described on Exhibit B attached hereto), as defined in the Declaration.

2. That Menard, Inc. has been advised that Guaranty Bank SSB ("Bank") is presently a party to an Offer to Purchase dated June 18, 1992, pursuant to which the Bank has agreed to purchase, on or about August 30, 1992 a subdivided portion of Parcel B from Bailey and Muellermist (which parcel is shown on the site plan ("Site Plan") attached hereto as Exhibit C and is hereinafter referred to as the "Bank Parcel").

3. That pursuant to the Declaration, Menard, upon the terms and covenants setforth herein, consents to the Site Plan prepared and presented to it by Bailey and Muellermist and the Bank for Parcel B, including the Bank Parcel, as such Site Plan reflects the location of traffic lines, traffic pattern, the number of striped parking spaces, building areas, non-buildable areas, and future parking areas to be constructed on Parcel B.

4. Except for the construction of a fence surrounding the area indicated on Exhibit C for use of outside storage and the construction of Common Area Improvements, no building, wall, structure or other improvements shall be erected, or placed on Parcel B unless such building, wall, structure or other improvement is erected entirely within the portions of Parcel B designated as a Building Area on the Site Plan for Parcel B.

5. Bailey and Muellermist covenant and agree that after June 1, 1993 if in the sole determination of Menard parking demand is such that additional common area parking is needed and desired, Bailey and Muellermist shall, within thirty (30) days of their receipt of written notice from Menard of its desire for additional common area parking, commence construction and within thirty (30) days thereafter

VOL 2190 PAGE 477

heretofore

1992. 1. 6

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complete construction of additional common area parking in that portion of the non-buildable area designated on Exhibit "C" as "Phase I Parking Expansion". The additional parking shall be constructed at the sole cost of Bailey and Muellermist.

6. All common area improvements on Parcel B shall be constructed at the sole cost of the owner of Parcel B in a workmanlike manner of a quality and type sufficient to meet all applicable governmental rules, regulations and standards and shall be of such a style to complement those common area improvements constructed on Parcel A. All common area improvements shall be constructed as shown on Exhibit C. Any future alterations or modifications to the common area improvements on Parcel B shall be first submitted to Menard for approval, which shall not be unreasonably withheld.

7. The consent of Menard granted by this agreement is conditional upon full compliance by Bailey and Muellermist with the terms set forth herein. Menard may enforce this agreement as provided in the Declaration or by any other lawful means including an action for specific performance and injunctive relief.

8. Except as specifically set forth herein, all terms, conditions and covenants in the Declaration not inconsistent with this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates written below.

DATE: 9 July, 1992

MENARD, INC.

By: Marv Prochaska  
Marv Prochaska  
Vice President/Real Estate

DATE: 15 July, 1992

KENNETH BAILEY

By: Kenneth Bailey  
Kenneth Bailey

DATE: 15 July, 1992

CHRISTEL BAILEY

By: Christel Bailey  
Christel Bailey

DATE: 15 July, 1992

MUELLELMIST IRRIGATION COMPANY

By: [Signature]  
Its: President

STATE OF WISCONSIN }  
COUNTY OF EAU CLAIRE } ss.

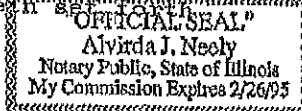
On this 9<sup>th</sup> day of July, 1992, before me a Notary Public within and for said County and State, personally appeared Marv Prochaska, to me personally known, who by me duly sworn did say that he is the Vice President/Real Estate of Menard, Inc. the corporation named in the foregoing instrument, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Marv Prochaska acknowledged said instrument to be the free act and deed of said corporation.

*Paul H. Walker*  
Notary Public Eau Claire County  
My Commission is permanent

STATE OF Illinois }  
COUNTY OF Cook } ss.

On this 15<sup>th</sup> day of July, 1992, before me a Notary Public in and for the County and State aforesaid, personally appeared Kenneth Bailey, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/~~she~~ acknowledged that he/~~she~~ signed, sealed and delivered the said instrument as his/~~her~~ free and voluntary act for the uses and purposes therein set forth.

*Alvirda J. Neely* Cook  
Notary Public County

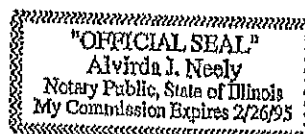


My Commission: 2/26/95

STATE OF Illinois }  
COUNTY OF Cook } ss.

On this 15<sup>th</sup> day of July, 1992, before me a Notary Public in and for the County and State aforesaid, personally appeared Christal Bailey, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/~~she~~ acknowledged that he/~~she~~ signed, sealed and delivered the said instrument as his/~~her~~ free and voluntary act for the uses and purposes therein set forth.

*Alvirda J. Neely* Cook  
Notary Public County  
My Commission: 2/26/95

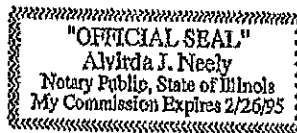


STATE OF Illinois )  
COUNTY OF Cook ) ss.

On this 15th day of July, 1992, before me a Notary Public in and for the County and State aforesaid, personally appeared Andrew L. Wright, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/~~she~~ acknowledged that he/~~she~~ signed, sealed and delivered the said instrument as his/~~her~~ free and voluntary act for the uses and purposes therein set forth.

Alvirda J. Neely Cook  
Notary Public County

My Commission: 2/26/95



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This document drafted by:

Paul H. Mahler  
Corporate Counsel  
4777 Menard Drive  
Bau Claire, WI 54703

EXHIBIT A

Site No. 3 of Certified Survey Map No. 1073, recorded in the office of the Register of Deeds for Racine County, Wisconsin, on May 7, 1985, in Volume 3 of Certified Survey Maps, pages 180-181, as Document No. 1168310, and being a part of the Southeast 1/4 of Section 23 and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin.

Tax Key No. 51-008-03-22-23-031-020

008-03-22-24-031-020

008-03-22-24-031-040

008-03-22-24-031-050

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EXHIBIT B

Site No. 2 of Certified Survey Map No. 1073, recorded in the office of the Register of Deeds for Racine County, Wisconsin, on May 7, 1985, in Volume 3 of Certified Survey Maps, pages 180-181, as Document No. 1168310, and being a part of the Southeast 1/4 of Section 23 and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin.

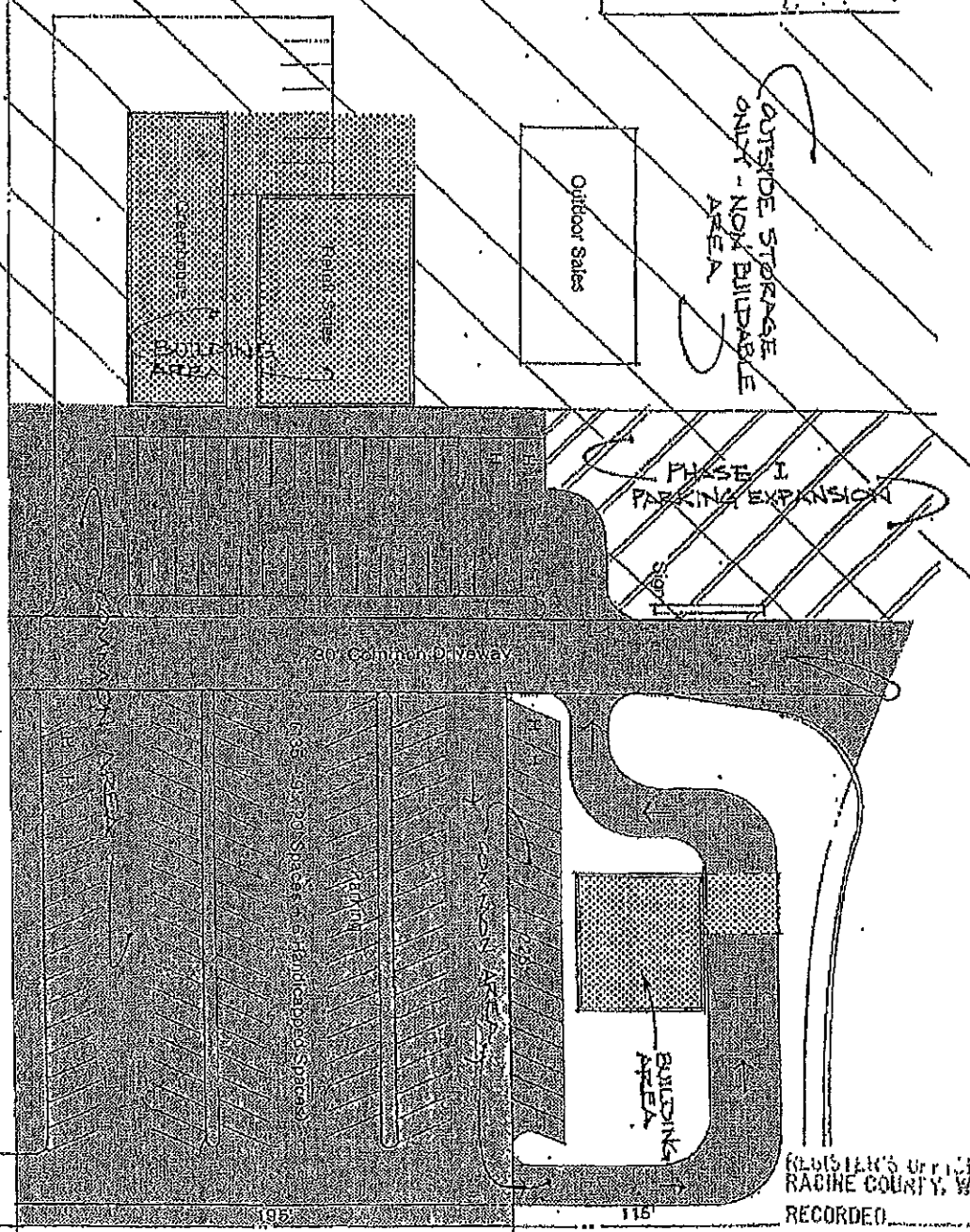
Trax Key NO. 51-008-03-22-23-031-020  
008-03-22-24-031-020  
008-03-22-24-031-040.  
008-03-22-24-031-050

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SITE DEVELOPMENT PLAN

Merchandise Store



OUTSIDE STORAGE  
ONLY - NON BUILDABLE  
AREA

Outdoor Sales

PHASE I  
PARKING EXPANSION

BUILDING  
AREA

RECORDED  
RACINE COUNTY, WI

VOL 2190 PAGE 483

'92 OCT -6 AIR 20

S.T.H. "31"

EXHIBIT C

VOL 2190 PAGE 477-  
783  
REGISTERED  
OF DEEDS



DOCUMENT NO. **1415790**

IDO NO. 137470-2A

For \$1.00 and other valuable consideration which grantor, owner of land, acknowledges receipt of, grants and warrants to grantee a permanent easement upon and beneath a part of grantor's land called easement area.

The grantor is: **GUARANTY BANK SSB**

The grantee is: **WISCONSIN ELECTRIC POWER COMPANY**

The easement area is a part of grantor's land described as:

strips of land 12 feet in width being a part of the grantor's premises described as Parcel 2 of Certified Survey Map No. 1580, recorded in the office of the Register of Deeds for Racine County, Wisconsin, in Volume 4 of Certified Survey Maps, on Page 838, as Document No. 1387172, and being a part of the Southwest ¼ of Section 24, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin.  
Part of Tax Key No. 008-03-22-24-031-050.

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 grantee, all to transmit electric energy and signals. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with grantee's use of the easement area.

**2. Access:** Grantee and its agents shall have the right to enter the grantor's land for the purpose of exercising its 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 grantee.

**5. Restoration:** Grantee agrees 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 grantee or its agents. This restoration, however, does not apply to the initial installation of the underground and/or above ground electric facilities or signals, or to any trees, bushes, branches or roots which may interfere with grantee's use of the easement area.

UG WEPCO  
SUBDIVISION EASEMENT  
REGISTER'S OFFICE  
RACINE COUNTY, WI) SS  
RECORDED

'93 APR 30 P3:09

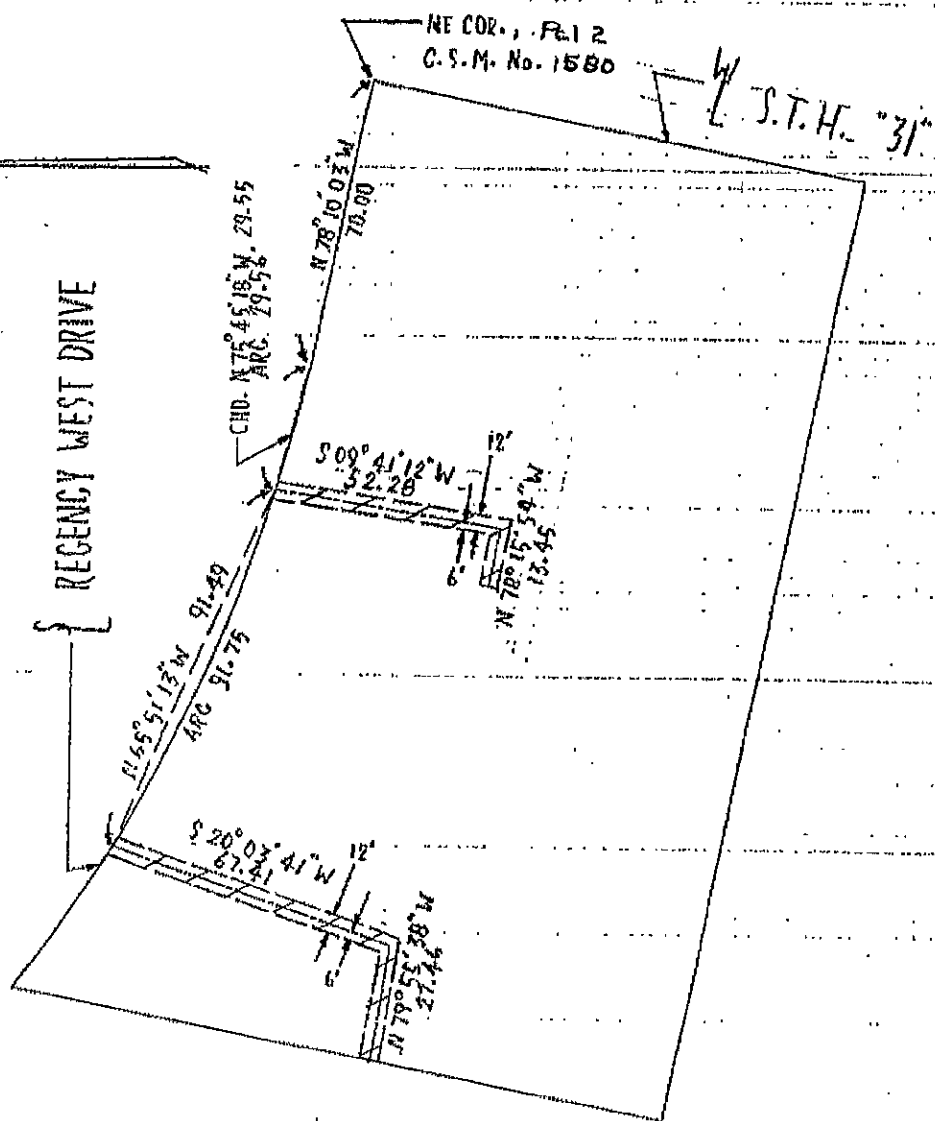
VOL 2247 PAGE 268-270

*Allen M. Schutan* REGISTER  
OF DEEDS

Return to: Director of Real Estate  
Wisconsin Electric Power Company  
231 West Michigan Street, A440  
P. O. Box 2048  
Milwaukee, WI 53201

1403  
1

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**KEY**

12' U.G. EASE.

**EXHIBIT "A"**  
NOT TO SCALE

IDO 1374-70-2A	PART OF THE SW 1/4 OF SECTION 24-3-22, IN THE TOWN OF MT. PLEASANT, RACINE COUNTY, WISCONSIN	DRAWN BY E.J.N.
REVISIONS		DATE 4-1-93

IN WITNESS WHEREOF, the said GUARANTY BANK SSB has caused these presents to be executed by its Vice President and attested to by its ~~XXXXXXXXXX~~ CEO, and its corporate seal to be hereunto affixed this 20 day of April, 1993.

In Presence Of:

Joanne M. Ash

Guaranty Bank SSB

GUARANTY BANK SSB

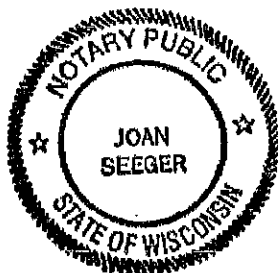
By Dwayne Ketterer  
Dwayne Ketterer Vice President

ATTEST:

By Gerald Levy  
Gerald Levy CEO

STATE OF WISCONSIN )  
MILWAUKEE ) SS  
COUNTY )

Personally came before me this 20 day of April, 1993, DWAYNE KETTERER, Vice President, and GERALD LEVY, CEO, of the above named corporation, GUARANTY BANK SSB, a corporation, known to me to be such Vice President and CEO of said corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said corporation, by its authority.



Joan Seeger  
Joan Seeger  
Notary Public, Milwaukee Co., Wis.

My commission expires 1-16-94.

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APPROVED:

Initials	Date
<u>ROA</u>	<u>4/20/93</u>

1459321

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

Establishing a Certain

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

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

DOES HEREBY FIND, DETERMINE AND DECLARE

- I. That it is necessary in the interest of public safety, convenience, and the general welfare, that the rural portions of the officially-laid-out State Trunk Highway, including appurtenant roadways in the right of way thereof and beyond as shown on the map of controlled access, which begins at a point at the intersections of the centerline of STH 11 and the westline of Section 31, Township 3 North, Range 21 East, which point is approximately 1,860 feet north of the west corner of Section 31, Town of Yorkville, Racine County; thence easterly (excepting that portion of the Village of Union Grove from a point at the intersection of the centerline of STH 11 and the centerline of High Street, said point being approximately 1,150 feet south and 1,000 feet west of the Northeast Corner of Section 31, Township 3 North Range 21 East to a point at the intersection of STH 11 and 71st Street, said point being approximately 1,270 feet south and 1,160 feet west of the northern corner of Section 32, Township 3 North, Range 21 East; also those lands south of STH 11 whose access rights were previously restricted by projects I 101-1(3) and I 84-6 (30) 334/1032-1-21 extending easterly from a point along the centerline of STH 11 which is located approximately 1,080 feet south of and approximately 1,950 westerly of the northeast corner of Section 25, Township 3 North, Range 21 East, Town of Yorkville to a point along the centerline of STH 11 said point being approximately 680 feet south of and approximately 1,100 feet east of the northwest corner of Section 30, Township 3 North, Range 22 East, Town of Mount Pleasant; also that portion of the Village of Sturtevant on the north side of STH 11 from a point along the south line of Section 21, Township 3 North, Range 22 East approximately 875 feet east of the southwest corner of Section 21 and on the south

W. Dept of Transportation  
4802 Shelburn Ave  
P.O. Box 1916  
Madison 53707-7916

647 03-22

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side of STH 11 from a point along the north line of Section 28, Township 3 North, Range 22 East approximately 1,980 feet east of the northwest corner of Section 28, to the intersection of the centerline of STH 11 and 86th Street said point being on the north line of Section 27, Township 3 North, Range 22 East located approximately 1,280 feet east of the northwest corner of Section 27, 11.3 miles to a point at the intersection of the centerline of STH 11 and the westerly right-of-way line of STH 31 said point on north line of Section 25, Township 3 North, Range 22 East approximately 250 feet east of the northwest corner of Section 25, Town of Mount Pleasant, Racine County. This is also identified in the Wisconsin Department of Transportation files as controlled-access Project 1320-00-27, STH 11, Dover/Yorkville Townline to State Trunk Highway 31, as officially laid out in Racine County, Wisconsin, is hereby designated and established a controlled-access highway as authorized and otherwise provided by Section 84.26 of Wisconsin Statutes.

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

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

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

- (1) Town of Yorkville, Township 3 North, Range 21 East, Quartersections:
  - (a) Section 31 NW 1/4 of the NW, NE 1/4 of the NW
  - (b) Section 32 NW 1/4 of the NE, NE 1/4 of the NE  
SE 1/4 of the NW, NW 1/4 of the NE
  - (c) Section 33 NE 1/4 of the NE, SW 1/4 of the NE, SE 1/4 of the NE  
NW 1/4 of the NW, NE 1/4 of the NW, NW 1/4 of the NE, NE 1/4 of the NE
  - (d) Section 28 SE 1/4 of the SE
  - (e) Section 34 NW 1/4 of the NW
  - (f) Section 27 SE 1/4 of the SW, SE 1/4 of the SW, SW 1/4 of the SE, SE 1/4 of the SE, NW 1/4 of the SE, NE 1/4 of the SE
  - (g) Section 26 NW 1/4 of the SW, NE 1/4 of the SE, SE 1/4 of the NW, SW 1/4 of the NE, SE 1/4 of the NE
  - (h) Section 25 NW 1/4 of the NW, NE 1/4 of the NW, SW 1/4 of the NW, SE 1/4 of the NW, SW 1/4 of the NE, NW 1/4 of the NE, NE 1/4 of the NE

- 2.) Village of Union Grove, Township 3 North, Range 21 East Quartersections:
  - (a) Section 31 NE 1/4 of the NW, SE 1/4 of the NW, NW 1/4 of the NE, NE 1/4 of the NE
  - (b) Section 32 NE 1/4 of the NW, SE 1/4 of the NW, NW 1/4 of the NE
- 3.) Town of Mount Pleasant, Township 3 North, Range 22 East, Quartersections:
  - (a) Section 30 NW 1/4 of the NW, NE 1/4 of the NW, NW 1/4 of the NE, NE 1/4 of the NE
  - (b) Section 20 SW 1/4 of the SW, SE 1/4 of the SW, SW 1/4 of the SE
  - (c) Section 29 NW 1/4 of the NW, NE 1/4 of the NE, NW 1/4 of the NE
  - (d) Section 22 SE 1/4 of the SW, SW 1/4 of the SE, SE 1/4 of the SE
  - (e) Section 27 NW 1/4 of the NE, NE 1/4 of the NE
  - (f) Section 23 SW 1/4 of the SW, SE 1/4 of the SW, SW 1/4 of the SE, SE 1/4 of the SE
  - (g) Section 26 NW 1/4 of the NW, NE 1/4 of the NW, NW 1/4 of the NE, NW 1/4 of the NE
  - (h) Section 24 Doc #992176, Vol 1357, Page 437  
Doc #616884, Vol 560, Page 303
  - (i) Section 25 Doc #1153287, Vol 1724, Page 665
- 4.) Village of Sturtevant, Township 3 North, Range 22 East, Quartersections:
  - (a) Section 20 SE 1/4 of the SE
  - (b) Section 29 NE 1/4 of the NE
  - (c) Section 21 SE 1/4 of the SW
  - (d) Section 28 NW 1/4 of the NW, NE 1/4 of the NW
  - (e) Section 22 SE 1/4 of the SW
  - (f) Section 27 NW 1/4 of the NW
- 5.) Town of Yorkville Township 3 North, Range 21 East, Certified Survey Map Parcels
  - (a) Section 31 NW 1/4 of the NW 1/4  
1) CSM 1355 Lots 1, 2 & 3
- 6.) Town of Mount Pleasant, Township 3 North, Range 22 East, Certified Survey Map Parcels
  - (a) Section 30 NE 1/4 of the NW 1/4  
1) CSM 1085 Parcels 1 & 2
- 7.) Village of Union Grove, Township 3 North, Range 21 East, Subdivision Plats
  - (a) Section 32 NE 1/4 of the NW 1/4
    - 1) 1st addition to Highview Subdivision
      - a) Lots 4, 5, 7, 8 - Block 6
      - b) Lots 1, 2 - Block 7
  - (b) Section 32 SE 1/4 of NW 1/4
    - 1) Shuman Subdivision
      - a) Lots 2 & 3 - Block 1
      - b) Lots 2 & 3 - Block 2
  - (c) Section 32 NW 1/4 of NE 1/4
    - 1) Chickville Subdivision
      - a) Lots 1, 2, 3, 4, 5, 6, 7 & 8 - Block 2

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

STATE OF WISCONSIN  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS

for Michael G. Ross  
Administrator  
Frederic R. Ross

INFORMATIONAL NOTICE

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

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

2355 PAGE 339



T/Yorkville

018-03-21-31-019-002

018-040

018-010

018-020

017-000

016-000

015-000

014-010

014-000

010-000

011-000

007-000

009-001

006-000

009-000

008-000

005-000

050-000

002-000

003-000

035-100

018-03-21-32 - 018-000

018-003

020-000

021-000

022-000

015-000

017-000

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013-000

006-000

007-000

008-000

009-000

005-000

018-03-21-32-046-000

002-000

002-001

001-000

002-003

002-004

018-03-21-33-001-000

003-000

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REGISTER'S OFFICE  
RACINE COUNTY, WI

RECORDED.....

94 MAR 22 AM 8:30

VOL 2355 PAGE 935-  
948

REGISTER OF DEEDS

40.30

VOL 2355 PAGE 948

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

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

Document Title Above

DOC # 2210698

Recorded

Apr. 27, 2009 AT 11:27AM

*James A. Ladwig*

JAMES A LADWIG

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$103.00



103'

Return to Name and Address Below

*Juliet Edmonds*  
*Village of Mt. Pleasant*

*6126 Durand Av.*

*Racine, WI 53406*

*see attached parcel*  
*listing*

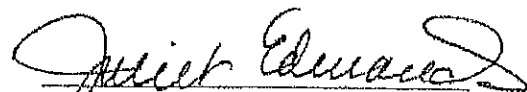
Parcel ID Number(s)

**RESOLUTION NO. 3-98**

**CERTIFICATION**

I hereby certify that the foregoing Resolution Establishing the Mount Pleasant Storm Water Utility District and Dissolving the Mount Pleasant Storm Drainage District is a true, correct and complete copy of the Resolution duly and regularly passed by the Town Board of the Town of <sup>Village</sup> Mount Pleasant, Racine County, Wisconsin on the 26th day of January, 1998.

Dated this 24th day of April, 2009.



Juliet Edmands, Village Clerk  
Village of Mount Pleasant  
Racine County, Wisconsin

RESOLUTION 3- 98

RESOLUTION ESTABLISHING THE MT. PLEASANT STORM WATER UTILITY DISTRICT AND DISSOLVING MT. PLEASANT STORM DRAINAGE DISTRICT NO. 1

The Board of Supervisors of the Town of Mt. Pleasant, Racine County, Wisconsin (the "Town Board") do hereby resolve as follows:

WHEREAS, the Town Board has determined that it is in the best interest of the Town of Mt. Pleasant (the "Town") to establish a utility district and dissolve the Mt. Pleasant Storm Water Drainage District No. 1, pursuant to the authority granted by Section 66.072 of the Wisconsin Statutes, and

WHEREAS, the Town Board adopted a preliminary resolution on December 2, 1997 which proposed the creation of a utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 (the "Preliminary Resolution"), and

WHEREAS, a notice of public hearing regarding matters contained in the Preliminary Resolution was posted in three public places in the Town and the proposed utility district on December 18, 1997, mailed to all of the property owners in the Town on December 20, 1997 and published as a Class 1 notice in the Racine Journal Times on January 2, 1998, and

WHEREAS, a public hearing was conducted on January 15, 1998 at the Mt. Pleasant Town Hall regarding matters contained in the preliminary resolution and all interested parties were given the opportunity to offer objections, criticisms, or suggestions regarding the Preliminary Resolution, and

NOW THEREFORE BE IT RESOLVED that pursuant to Sections 60.23 and 66.072 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District (the "Utility District") is hereby established in the area described at Exhibit A, and evidenced by the map at Exhibit B, both attached hereto and made a part hereof, and

BE IT FURTHER RESOLVED that pursuant to Section 66.072(5) of the Wisconsin Statutes, the Mt. Pleasant Storm Water Drainage District No. 1 is hereby dissolved, and

BE IT FURTHER RESOLVED that all assets, liabilities and functions of the Mt. Pleasant Storm Water Drainage District No. 1 are hereby transferred to and assumed by the Utility District, and

BE IT FURTHER RESOLVED that all management and administration of the Utility District shall be administered by the Town Board, or by any officers, boards or commissions of the Town of Mt. Pleasant as the Town Board so delegates, and

page 2

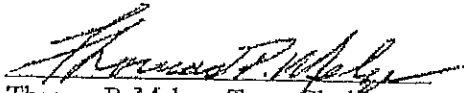
BE IT FURTHER RESOLVED that pursuant to Section 66.068 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District Commission is hereby created and shall be responsible for management and administration of the Utility District, subject to any approval, reporting or other requirements or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

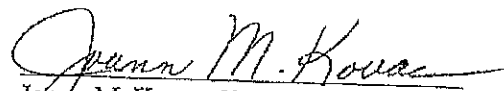
BE IT FURTHER RESOLVED that the Mt. Pleasant Storm Water Utility District Commission shall consist of three (3) Commissioners duly appointed by the Town Board. The initial Commissioners shall serve until their successors are appointed by the Town Board.

Dated this 26th day of January, 1998

Approved:

Attest:

  
Thomas P. Melzer, Town Chair

  
Joann M. Kovac, Town Clerk/Treasurer

**NOTICE  
TO PROPERTY OWNERS OF THE TOWN OF MT. PLEASANT  
WHOSE PROPERTY LIES WITHIN THE PROPOSED  
TOWN UTILITY DISTRICT, AND ALL INTERESTED PERSONS**

**PLEASE TAKE NOTICE:**

A preliminary Resolution has been adopted on December 2, 1997 by the Board of Supervisors of the Town of Mt. Pleasant, proposing the creation of a utility district, pursuant to State Statute 66.072 of the Wisconsin Statutes, for the purpose of supplying storm water sewer service and other allowable utilities to the residents and commercial and business establishments of said proposed utility district. Such preliminary resolution also proposes the dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 and assumption of all assets, liabilities, and functions of the Mt. Pleasant Storm Water Drainage District No. 1 by the proposed Utility District.

THE TOWN BOARD OF THE TOWN OF MT. PLEASANT WILL CONDUCT A PUBLIC HEARING ON SUCH PRELIMINARY RESOLUTION AT THE MT. PLEASANT TOWN HALL, 6126 DURAND AVENUE, RACINE, WISCONSIN 53406, ON THE 15TH DAY OF JANUARY, 1998 AT 7:30 PM.

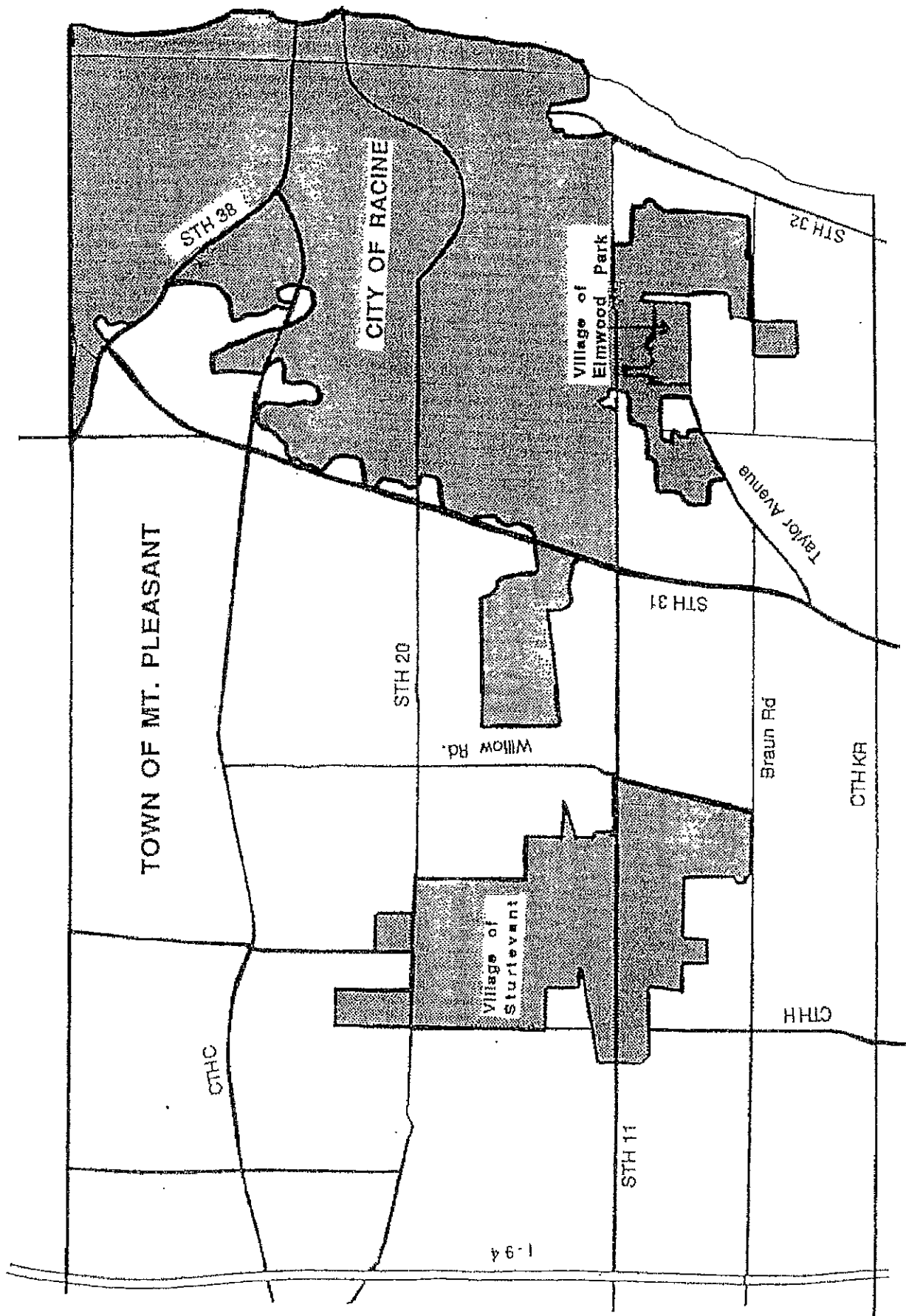
At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the establishment of such a district. In addition, any person wishing to object to the organization of such utility district and the dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 may, before the date set for the meeting, file his/her/its objections to the formation of such district with the Town Clerk, Joann M. Kovac, 6126 Durand Avenue, Racine, Wisconsin 53406.

The boundaries of the area to be included within the proposed utility district are as described below and made a part hereof; and a map showing the location thereof is set forth on the back of this notice and made a part hereof.

BY ORDER OF THE TOWN BOARD  
Joann M. Kovac, Town Clerk

**DESCRIPTION**

Begin on the westerly shoreline of Lake Michigan at a point where the South line of section 32, Town 3 North, Range 23 East intersects said westerly shoreline; thence continue westerly along the South lines of Section 32 and 31, Town 3 North, Range 23 East and South lines of Sections 36, 35, 34, 33, 32, and 31, Town 3 North, Range 22 East to the West line of said Section 31 Town 3 North, Range 22 East; thence northerly along the West line of Section 31, 30, 19, 18, 7 and 6, Town 3 North, Range 22 East to the North line of said Section 6, Town 3 North, Range 22 East; thence easterly along the North lines of Sections 6, 5, 4, 3, 2 and 1, Town 3 North, Range 22 East and North line of Sections 6, 5, and 4, Town 3 North, Range 23 East to the westerly shoreline of Lake Michigan, thence south along said westerly shoreline to the point of beginning. Excluding all land within the corporate limits of the City of Racine and Villages of Elmwood Park and Sturtevant.



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