

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: 12/27/19 7:25 am
Last Revised on: 12/27/19 7:25 am
Printed on: 12/27/19 7:25 am

Applicant Information

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

Sales Representative: Craig Haskins

Property Information

(Note: values below are from the tax roll)

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

Owner(s) of record: McDonald's Corporation, a Delaware Corporation

Property address: 2610 S Green Bay Road, Racine, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: Lot 4 of Certified Survey Map No. 1170, as recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 30, 1986 in Volume 3 of Certified Survey Maps, at page 429, as Document No. 1207188, being a redivision of Lots 2 and 3 of Certified Survey Map No. 1151 and Site 1 of Certified Survey Map No. 1073, located in the Southwest $\frac{1}{4}$ of Section 24 and the Southeast $\frac{1}{4}$ of Section 23, Township 3 North, Range 22 East. Said land being in the City of Racine, County of Racine and State of Wisconsin.

Tax Key No: 23903000

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 1170 recorded September 30, 1986 as Document No. 1207188.

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

Easements, Restrictions and other matters contained in the instrument recorded October 23, 1986 in Volume 1827, Page 187 as Document No. 1209321.

Declaration of Easement and Covenants and other matters contained in the instrument recorded May 17, 1985 as Document No. 1169012.

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

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

Restrictive Covenant and other matters contained in the instrument recorded October 23, 1986 in Volume 1827, Page 183 as Document No. 1209320.



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Easement, Maintenance and Recapture Agreement and other matters contained in the instrument recorded October 23, 1986 in Volume 1827, Page 189 as Document No. 1209322.

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded January 15, 1987 in Volume 1841, Page 442 as Document No. 1217001.

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 \$40,951.52, 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.

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).



1079108 Search powered by


City of Racine Web Portal - Property Summary

Property: 23903000

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

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2018 ▼	Real Estate	23903000	276 - CITY OF RACINE	2610 S GREEN BAY RD	MC DONALD'S CORPORATION 2200 LATHROP AVE RACINE WI 53405
Tax Year Legend: = owes prior year taxes = not assessed = not taxed Delinquent Current					

Summary

Property Summary

Parcel #:	23903000
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	7/11/2017
Historical Date:	
Acres:	0.000

Property Addresses

Primary ▲	Address
<input checked="" type="checkbox"/>	2610 S GREEN BAY RD RACINE 53406

Owners

Name	Status	Ownership Type	Interest
MC DONALD'S CORPORATION	CURRENT OWNER		0.00

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Legal Description

SW 1/4 SW 1/4 SEC 24-3-22 LOT 4 CSM NO 1170 REC VOL 1827 RECS PG 187

Public Land Survey - Property Descriptions

No Property Descriptions were found

District

Code ▲	Description	Category
0600	GATEWAY TECHNICAL COLLEGE	TECHNICAL COLLEGE
276	LOCAL	OTHER DISTRICT
	RACINE COUNTY	
	STATE OF WISCONSIN	
4620	UNIFIED SCHOOL	REGULAR SCHOOL

Building Information

Buildings

Assessments

Assessment Summary

Estimated Fair Market Value: 1424200

Assessment Ratio: 0.9830

Legal Acres: 0.000

2018 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	851000	549000	1400000
ALL CLASSES	0.000	851000	549000	1400000

2017 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	851000	549000	1400000
ALL CLASSES	0.000	851000	549000	1400000

Taxes

Tax Summary

Bill #: 26206	Net Mill Rate: 0.029166790
---------------	----------------------------

Lottery Credits

Claims	Date	Amount
0		0.00

Installments

Due Date ▲	Amount
1/31/2019	10378.88
3/31/2019	10190.88
5/31/2019	10190.88
7/31/2019	10190.88

Payments

Status	Payment Date ▲	Type	Amount	Receipt #	Notes
Posted	1/28/2019	T	10378.88	99679	STEREN MGMT CO INC 59946
Posted	4/5/2019	T	10190.88	107657	CHECK 60457 STEREN MANAGEMENT
Posted	6/3/2019	T	10190.88	114079	STEREN MANAGEMENT CO INC, CK 60865

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

Details

Description	Amount	Paid	Due
Gross Tax	43389.32	-	-
School Credit	2555.81	-	-
<input checked="" type="checkbox"/> Total	40833.51	-	-

Description	Amount	Paid	Due
GATEWAY TECHINICAL COLLEGE	1145.76		
LOCAL	23151.16		
RACINE COUNTY	4849.82		
STATE OF WISCONSIN	0.00		
UNIFIED SCHOOL	11686.97		
First Dollar Credit	69.99	-	-
Lottery Credit	0.00	-	-
Net Tax	40763.52	30572.64	10190.88
Special Assessments	0.00	0.00	0.00
<input checked="" type="checkbox"/> Special Charges	188.00	188.00	0.00
Fire Inspection	125.00		
SANITARY SEWER MAINTENANCE	63.00		
Delinquent Utility	0.00	0.00	0.00
Private Forest Crop	0.00	0.00	0.00
Woodland Tax Law	0.00	0.00	0.00
Managed Forest Land	0.00	0.00	0.00
Other Charges	0.00	0.00	0.00
Interest	-	0.00	0.00
Penalty	-	0.00	0.00
TOTAL	40951.52	30760.64	10190.88

Tax History

Interest/Penalty Date 11/12/2019

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Status
2018	40951.52	0.00	0.00	30760.64	6/3/2019	10190.88	Balance Due
2017	43050.27	0.00	0.00	43050.27	8/2/2018	0.00	Paid
2016	44015.00	0.00	0.00	44015.00	7/31/2017	0.00	Paid
2015	45547.24	0.00	0.00	45547.24	7/31/2016	0.00	Paid
2014	43459.56	0.00	0.00	43459.56	7/31/2015	0.00	Paid
2013	43411.27	0.00	0.00	43411.27	7/22/2014	0.00	Paid
TOTAL	260434.86	0.00	0.00	250243.98	-	10190.88	-

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

Document History

No matching document history was found

Racine County

Owner (s):

MC DONALD'S, CORPORATION

Location:

Mailing Address:

MC DONALD'S CORPORATION
C/O STEREN MANAGEMENT COMPANY
3451 E RAMSEY AVE
CUDAHY, WI 53110

School District:

4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

276-00-00-23-903-000 276-CITY OF RACINE Active

Alternate Tax Parcel Number: Acres:

0

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

SW 1/4 SW 1/4 SEC 24-3-22 LOT 4 CSM NO 1170 REC VOL 1827 RECS PG 187

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

2610 S GREEN BAY RD RACINE, WI 53406

0 Lottery credits claimed

Only delinquent tax information provided. Click here for current tax and payment information

Tax History

* Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2018	\$10,190.88	\$10,190.88	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

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

Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Search for:

mc donalds

Search Records

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

Corporate Records

Result of lookup for 2M01928 (at 11/15/2019 2:45 PM)

MCDONALD'S CORPORATION A DELAWARE COMPANY (FICT NAME) MCDONALD'S CORPORATION (CORP NAME)

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

Vital Statistics

Entity ID 2M01928

Registered Effective Date 12/07/1978

Period of Existence PER

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

Status Date 12/07/1978

Entity Type Foreign Business Corporation

Annual Report Requirements Foreign Business Corporations are required to file an Annual Report under s.180.1622 WI Statutes.

Foreign Organization Date 12/21/1964

Paid Capital Represented \$153,191,000

Foreign State DE

Addresses

Registered Agent Office PRENTICE-HALL CORPORATION SYSTEM INC
8040 EXCELSIOR DRIVE
SUITE 400
MADISON, WI 53717

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

Principal Office 222 S STATE STREET
DOVER, DE 19901
UNITED STATES OF AMERICA

Historical Information

Annual Reports

Year	Reel	Image	Filed By	Stored On
2019	000	0000	online	database
2018	000	0000	online	database

2017	000	0000	online	database
2016	000	0000	online	database
2015	000	0000	online	database
2014	000	0000	online	database
2013	000	0000	online	database
2012	000	0000	online	database
2011	000	0000	online	database
2010	000	0000	online	database
2009	000	0000	online	database
2008	000	0000	online	database
2007	000	0000	online	database
2006	000	0000	online	database
2005	000	0000	online	database
2004	111	1111	paper	image
2003	111	1111	paper	image
2002	063	1018	paper	microfilm
2001	062	1883	paper	microfilm
2000	065	1770	paper	microfilm
1999	063	1716	paper	microfilm
1998	063	1062	paper	microfilm
1997	063	1347	paper	microfilm
1996	064	0894	paper	microfilm
1995	063	0683	paper	microfilm
1994	063	0418	paper	microfilm

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

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

None

Old Names

Change Date	Name
Current	MCDONALD'S CORPORATION A DELAWARE COMPANY (FICT NAME) MCDONALD'S CORPORATION (CORP NAME)
01/25/1979	MCDONALD'S CORPORATION

Chronology

Effective Date	Transaction	Filed Date	Description
12/07/1978	Incorporated/Qualified/Registered	12/07/1978	
01/25/1979	Merger (survivor)	01/25/1979	M. 1909 FGN MCDONALD'S SYSTEM, INC.
08/07/1979	Amendment	08/07/1979	
04/16/1982	Change of Registered Agent	04/16/1982	
07/11/1983	Amendment	07/11/1983	
07/30/1985	Amendment	07/30/1985	
08/02/1985	Merger (survivor)	08/02/1985	2F826 MCDONALDS BUSINESS FACILITIES
06/09/1986	Amendment	06/09/1986	

06/04/1987	Amendment	06/04/1987	
07/08/1988	Amendment	07/08/1988	
02/16/1989	Amendment	02/16/1989	
12/05/1989	Amendment	12/05/1989	
09/10/1990	Intent to Revoke	09/10/1990	
08/29/1994	Intent to Revoke	08/29/1994	944000978
09/01/1995	Change of Registered Agent	09/08/1995	955010976
08/26/1996	Intent to Revoke	08/26/1996	964000940
08/21/2000	Intent to Revoke	08/21/2000	20004001474
08/25/2003	Intent to Revoke	08/25/2003	Notice Image***RECORD IMAGED***
05/01/2008	Change of Registered Agent	05/01/2008	Bulk Filing
08/18/2008	Intent to Revoke	08/18/2008	Notice Imaged

Order a Document Copy

1209321

This Deed, made between Racine County,
a quasi municipal corporation
Grantor,
and McDonald's Corporation,
a Delaware corporation
Grantee,

Witnesseth, That the said Grantor, for a valuable consideration
conveys to Grantee the following described real estate in Racine
County, State of Wisconsin:

Register's Office
Racine County, Wis.
Received for Record 23rd day of
October A.D. 1986 at 3:50
o'clock P. and recorded in Volume 1827
of Books on page 187

John M. Schuttin
Register of Deeds

RETURN TO

Landmark

Tax Parcel No. 51-008-03-22-23-
031-014

Lot 4 of Certified Survey Map No. 1170 being a redivision
of Lots 2 and 3 of Certified Survey Map No. 1151 and Site
1 of Certified Survey Map No. 1073. Located in the
Southwest 1/4 of Section 24 and the Southeast 1/4 of
Section 23, Town 3 North, Range 22 East, Town of Mt.
Pleasant, Racine County, Wisconsin.

Tax Key # 51-008-03-22-23-031-014 *2
Exempt 77.87

See Exhibit "A" attached hereto for additional reservations
on this conveyance.

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

Together with all and singular the hereditaments and appurtenances thereto belonging;
And
warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except

none

and will warrant and defend the same.

Dated this 23rd day of October, 19 86

(SEAL)

(SEAL)

* Len Ziolkowski, County Executive

(SEAL)

(SEAL)

* Dennis Kornwolf, County Clerk

AUTHENTICATION

Signature(s) Len Ziolkowski and
Dennis Kornwolf

authenticated this 23 day of October, 19 86

* William F. Bock

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY

William F. Bock

Corporation Counsel

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

ss.

County,

Personally came before me this 23 day of
October, 19 86 the above named

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

* 1827 PAGE 187
Notary Public 1827 County, Wis.
My Commission is permanent. (If not, state expiration
date: 19 87)

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

EXHIBIT "A"

Grantor reserves a storm-water easement 25 feet in width, the centerline of which is described as follows:

Commence at the Southeast corner of Lot 4 of Certified Survey Map No. 1170. Located in the Southwest 1/4 of Section 24 and the Southeast 1/4 of Section 23, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin; run thence N 78 degrees 10'03"W, 70.00 feet along the South line of said Lot 4; thence Northwesterly along said South line and on the arc of a curve to the right (radius = 284.98 feet, chord bears N 71 degrees 13'52.5"W 68.83 feet) 69.00 feet to the Point of Beginning. Thence N 25 degrees 42'18"E, 10.00 feet; thence N 53 degrees 46'57"W 56.71 feet to a point on the West line of said Lot 4 and the Point of Ending of this description.

Grantor covenants and agrees to maintain at Grantor's expense the storm-sewer line located in said easement area.

Grantor reserves a temporary easement for the construction of a sanitary sewer over the following described area:

Commence at the Northeast corner of Lot 4 of Certified Survey Map No. 1170. Located in the Southwest 1/4 of Section 24 and the Southeast 1/4 of Section 23, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin; run thence N 80 degrees 01'50"W along the north line of said Lot 4, 50.00 feet; thence S 12 degrees 33'48"W 15.00 feet; thence S 80 degrees 01'50"E 50.00 feet to a point on the East line and the arc of a curve to the right (radius = 16,440.22 feet, chord bears N 12 degrees 33'48"E, 15.00 feet) 25.00 feet to the point of beginning.

This easement shall terminate upon completion of the construction of the sanitary sewer.

Lot 1 - 008-03-22-23-031-011
 Lot 2 - 008-03-22-23-031-012
 Lot 3 - 008-03-22-23-031-013
 Lot 4 - 008-03-22-23-031-014
 Lot 5 - 008-03-22-23-031-015

Register's Office
 Racine County, Wis.

Received for Record 20th day of
 September, A.D. 1986 at 11:13
 o'clock P.M. and recorded in Volume 3
 of C.S.M. on page 429-431.

1207188

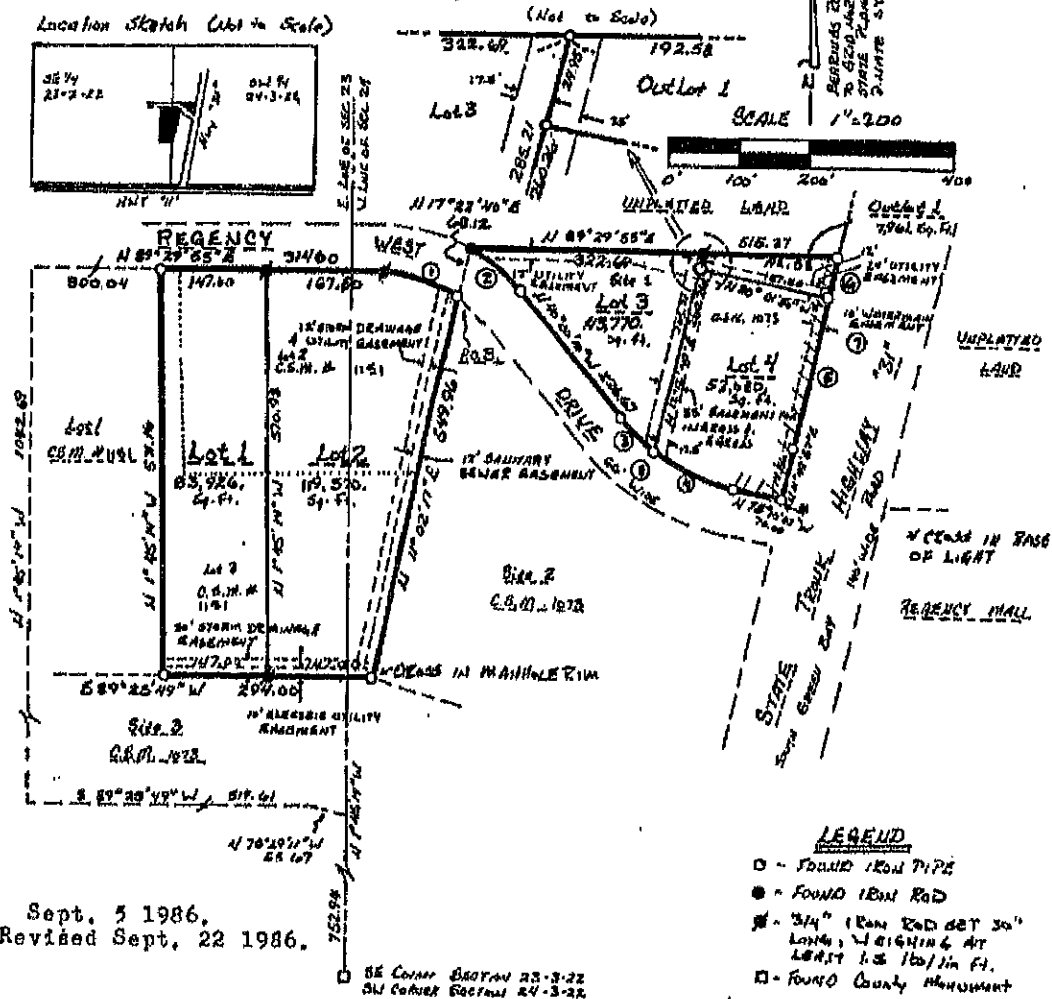
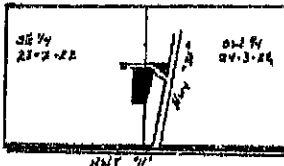
FROM: 008-03-22-23-031-010
 008-03-22-23-031-011
 008-03-22-23-031-012

Ther M. Schutten
 Register of Deeds

CERTIFIED SURVEY MAP No. 1170
 Being a redivision of Lots 2 and 3 of CERTIFIED SURVEY
 MAP No. 1151 and Site 1 of CERTIFIED SURVEY MAP No. 1073.
 Located in the Southwest 1/4 of Section 24 and the Southeast
 1/4 of Section 23, Town 3 North, Range 22 East, Town of Mt.
 Pleasant, Racine County, Wisconsin.

Owner: Racine County

Location Sketch (Not to Scale)



Sept. 5 1986.
 Revised Sept. 22 1986.

Jensen Surveying & Mapping S.C.
 45 E. Wisconsin St. P.O. Box 322
 Elkhorn, Wisconsin. 53121
 (414) 723-3434

CURVE DATA

Curve	Lot	Central Angle	Arc	Radius	Chord	Chord Bearing
1	2	34°41'31"	108.41	179.04	106.76	S 73°09'19" E
2	3	20°25'07"	87.32	245.04	86.86	N 50°12'44" W
3	3	13°46'28"	68.31	284.98	68.31	N 46°28'21" W
4	4	24°23'23"	121.91	284.98	120.40	N 65°58'20.5" W
5	4	0°45'25.3"	217.23	16440.22	217.22	S 12°12'39.7" W
6	Outlot 1	0°12'32.8"	60.00	16440.22	60.00	S 12°41'38.7" W
7	"	0°57'58"	277.23	16440.22	277.22	S 12°18'56" W
8	"	38°09'53"	189.82	284.98	186.33	N 59°05'06" W

CERTIFIED SURVEY MAP No. 1110

Being a redivision of Lots 2 and 3 of CERTIFIED SURVEY MAP No. 1151 and Site 1 of CERTIFIED SURVEY MAP No. 1073. 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, Racine County, Wisconsin.

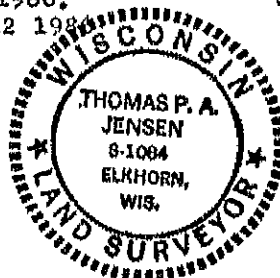
SURVEYOR'S CERTIFICATE AND LEGAL DESCRIPTION:

I, Thomas P.A. Jensen, Wisconsin Registered Land Surveyor, hereby certify that I have prepared this Certified Survey Map, the exterior boundaries of which are described as: Commence at the Southwest corner of said Section 24; thence N $10^{\circ}45'14''$ W, along the West line of said Section 24, 752.94 feet to the South line of CERTIFIED SURVEY MAP No. 1073; thence N $78^{\circ}29'11''$ W, along said South line, 55.67 feet; thence S $89^{\circ}25'49''$ W, along said South line, 519.61 feet; thence N $10^{\circ}45'14''$ W, along the West line of Site 3 of CERTIFIED SURVEY MAP No. 1073 and Lot 1 of CERTIFIED SURVEY MAP No. 1151, 1042.69 feet to the South line of Regency West Drive; thence N $89^{\circ}29'55''$ E, along said South line, 614.64 feet; thence Southeasterly along said South line and arc of a curve to the right (central angle = $34^{\circ}41'31''$ radius = 179.04, chord bears S $73^{\circ}09'19''$ E 106.76 feet) 108.41 feet to the Point of Beginning; thence S $11^{\circ}02'17''$ W, along the West line of Site 2 of CERTIFIED SURVEY MAP No. 1073, 549.96 feet; thence S $89^{\circ}25'49''$ W, along the North line of Site 3 of CERTIFIED SURVEY MAP No. 1073, 294.00 feet; thence N $10^{\circ}45'14''$ W, along the East line of Lot 1 of CERTIFIED SURVEY MAP No. 1151, 571.16 feet to the South line of said Regency West Drive; thence N $89^{\circ}29'55''$ E, along said South line, 314.60 feet; thence Southeasterly along said South line and the arc of a curve to the right (central angle = $34^{\circ}41'31''$ radius = 179.04, chord bears S $73^{\circ}09'19''$ E 106.76 feet) 108.41 feet; thence N $17^{\circ}22'40''$ E, across said Regency West Drive, 68.12 feet to a point on the North line of said Regency West Drive; thence N $89^{\circ}29'55''$ E 515.27 feet to the West line of State Trunk Highway "31"; thence Southwesterly along said West line and the arc of a curve to the left (central angle = $0^{\circ}57'58''$ radius = 16,440.22, chord bears S $12^{\circ}18'56''$ W 277.22 feet) 277.23 feet; thence S $11^{\circ}02'17''$ W 74.56 to N. line Regency West Dr.; thence N $76^{\circ}10'03''$ W, along said North line, 70.00 feet; thence Northwesterly along said North line and the arc of a curve to the right (central angle = $38^{\circ}09'53''$, radius 284.98, chord bears N $59^{\circ}05'06''$ W 186.33) 189.82 feet; thence N $40^{\circ}00'10''$ W, along said North line, 226.67 feet; thence Northwesterly along said North line and the arc of a curve to the left (central angle = $20^{\circ}25'07''$, radius = 245.04, chord bears N $50^{\circ}12'44''$ W 86.86 feet) 87.32 feet; thence S $17^{\circ}22'40''$ W across said Regency West Drive, 68.12 feet to the Point of Beginning. Parcel contains 308.11 sq. ft. of land, more or less. 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 and the Racine County Land Division Control Ordinance in making such survey and Certified Survey Map. September 5, 1986.

Revised Sept 22 1986

Thomas P.A. Jensen R.L.S. 1084

Pg. 2 of 3 Pgs.



CERTIFIED SURVEY MAP No. 1170
Being a redivision of Lots 2 and 3 of CERTIFIED SURVEY MAP
No. 1151 and Site 1 of CERTIFIED SURVEY MAP No. 1073.
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, Town of Mt.
Pleasant, Racine County, Wisconsin.

CITY'S CERTIFICATE:

Approved by the Common Council of the City of Racine this
_____ day of _____, 1986 by resolution.

Anthony J. Schlaffer
Clerk, City of Racine.

COUNTY'S CERTIFICATE:

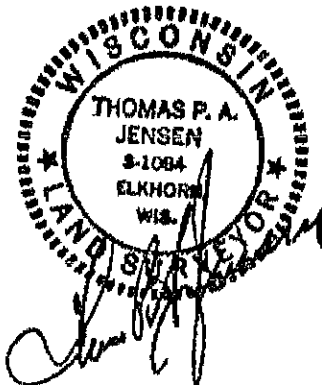
Approved as a CERTIFIED SURVEY MAP this 24th day of
SEPTEMBER, 1986.

Arnold L. Clement, Director
of Planning & Development
Racine County.

TOWN BOARD APPROVAL:

Approved as a Certified Survey Map this 24th day of
SEPTEMBER, 1986.

Carol Jensen, Clerk
Town of Mt. Pleasant



Sept. 5 1986.

Revised Sept. 22 1986.

ACCESS RESTRICTION:

As owner, I hereby restrict Lot 4 and Outlot 1, 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 (S. Green Bay Road) or the Easterly
70.00 feet of Regency West Drive as shown on page 1; it being
expressly intended that this restriction shall constitute a
restriction for the benefit of the public, and shall be en-
forceable by the Wisconsin Department of Transportation.

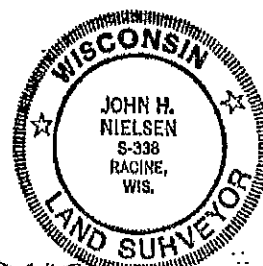
3258

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.



CURVE			DATA		
CURVE	ARC	RADIUS	CHORD		CEN. ANGLE
			LENGTH	BEARING	
1	233.79	350.98	229.49	N56° 05' 06" W	36° 09' 54"
2	157.80	179.04	152.74	N65° 15' 07" W	50° 25' 55"
3	49.39	179.04	49.24	N47° 04' 22" W	13° 40' 24"
4	108.41	179.04	108.76	N73° 09' 15" W	34° 41' 31"
5	67.32	245.04	86.86	S60° 12' 44" E	20° 25' 07"
6	160.82	204.90	186.23	S59° 05' 06" E	36° 09' 54"
7	277.23	15440.22	277.22	S12° 18' 56" W	00° 07' 58"

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



4/15/85

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

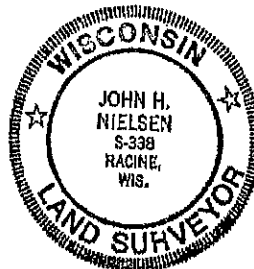
SURVEYOR'S CERTIFICATE

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°45'14"W 752.94 feet from 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 1075.69 feet; thence N89°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°18'56"W 277.22 feet; thence Southwesterly 277.23 feet on the arc of said curve to its point of tangency; thence S11°49'57"W 607.81 feet on the Westerly line of S.T.H. 31; thence S11°30'49"W 314.13 feet on the Westerly line of S.T.H. 31; thence N78°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, 1985

Signed: Carol J. Jensen
Carol J. Jensen, Town Clerk

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

Allen M. Schutt

Register's Office
Racine County, Wis. } SS

Received for Record 972 day of
August A.D. 1986 at 2:17
o'clock P. M. and recorded in Volume 3
of C.S.M. on page 376-378

N/c Helmut M. Schuttner

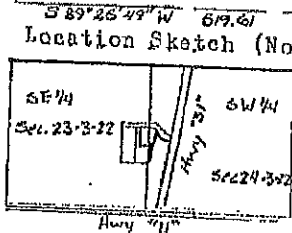
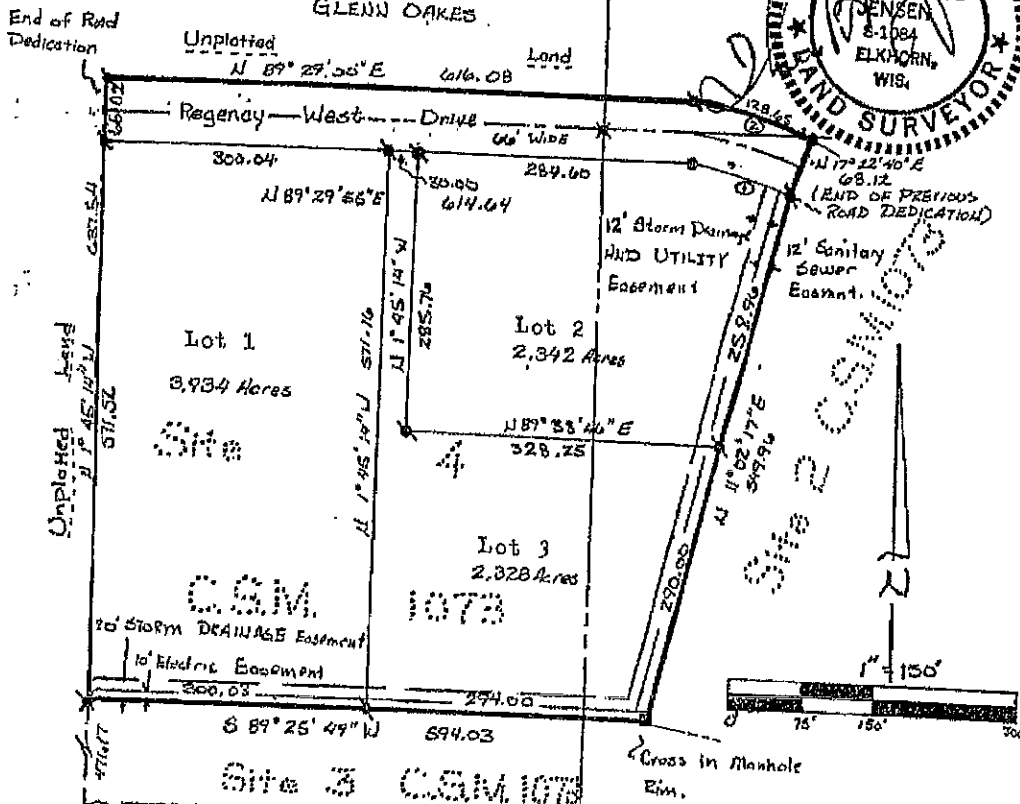
1202462

fil

CERTIFIED SURVEY MAP No. 1151
Being a redivision of Site 4, CERTIFIED SURVEY MAP No. 1073
Part of the S.W. $\frac{1}{4}$ of Section 24, and part of the
S.E. $\frac{1}{4}$ of Section 23, T.3N., R.22E., Town of Mount
Pleasant, Racine County, Wisconsin.

Surveyed by: JENSEN SURVEYING & MAPPING S.C.
45 S. Wisconsin St.
Elkhorn, Wisconsin, 53121

Owners: RACINE COUNTY
GLENN OAKES



LEGEND
• Found Iron Rod
x Found Iron Pipe
* Set Iron Pipe

Mapping Date: JULY 7, 1986
Bearings Referenced to Grid
North, Wisconsin State Plane
Coordinate System

8.W. Cor. Sec. 24-3-22

CURVE DATA

	Central Angle	Arc	Radius	Chord	Chord Bearing
① Lot 2	34° 41' 31"	108.41	179.04	106.76	N73° 09' 19" W
② ~	30° 04' 49"	128.65	245.04	127.17	N75° 27' 41" W

Lot 1: 008-03-22-23-031-045
Lot 2: 008-03-22-23-031-050
Lot 3: 008-03-22-23-031-055

CERTIFIED SURVEY MAP No. 1151

I, Thomas P.A. Jensen, Wisconsin Registered Land Surveyor, hereby certify that I have surveyed, divided, and mapped Site 4 of CERTIFIED SURVEY MAP No. 1073, located in part of the Southwest $\frac{1}{4}$ of Section 24, and part of the Southeast $\frac{1}{4}$ of Section 23, Town 3 North, Range 22 East, Town of Mount Pleasant, Racine County, Wisconsin, exterior of said Site 4, more particularly described as follows:
Commence at the Southwest corner of said Section 24; thence N $1^{\circ}45'14''$ W along the West line of said Section 24 752.94 feet to the South line of CERTIFIED SURVEY MAP No. 1073; thence N $78^{\circ}29'11''$ W along said South line 55.67 feet; thence S $89^{\circ}25'49''$ W along said South line 519.61 feet; thence N $1^{\circ}45'14''$ W 471.17 feet to the Southwest corner of said Site 4 and the Point Of Beginning; thence continue N $1^{\circ}45'14''$ W 637.54 feet to the North line of a 66' Road Dedication thence N $89^{\circ}29'55''$ E along said North line 616.08 feet to the beginning of a curve to the right; thence along the arc of said curve to the right, whose chord bears S $75^{\circ}27'41''$ E 127.17 feet, with a radius of 245.04, with a central angle of $30^{\circ}04'49''$, 108.41 feet; thence S $17^{\circ}22'40''$ W 68.12 feet; thence S $11^{\circ}02'37''$ W 549.96 feet; thence S $89^{\circ}25'49''$ W 594.03 feet to the Point of Beginning. Parcel contains 9.718 acres of land, more or less.

July 7, 1986
Thomas P.A. Jensen RLS-1084
OWNERS 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 shown hereon. I further certify that this Certified Survey Map is required by Chapter S.236.34 to be submitted to the Town of Mount Pleasant for approval or objection.

Len Gloskowski
County Executive

TOWN BOARD RESOLUTION

"Be it resolved that the Certified Survey Map of part of the Southeast $\frac{1}{4}$ of Section 23 and part of the Southwest $\frac{1}{4}$ of Section 24, Town 3 North, Range 22 East, Town of Mount Pleasant described in the certificate of Thomas P.A. Jensen, Registered Land Surveyor, dated April 3, 1986, is hereby approved subject to the Owner entering into an acceptable agreement with the Town to provide storm water drainage, sanitary sewer and roads for access agreements."

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

Date: July 14, 1986

Signed: Carol J. Jensen
Carol J. Jensen, Town Clerk



Pg. 2 of 3 Pgs.

OWNERS CERTIFICATE OF DEDICATION:

As owner I hereby 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 Mount Pleasant for approval or objection.

Glenn Oakes (Seal)
Glenn Oakes

CITY'S CERTIFICATE

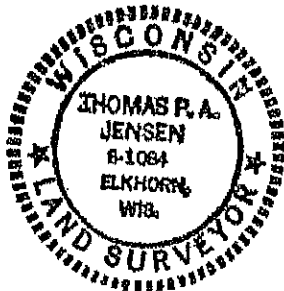
Approved by the Common Council of the City of Racine this 5th day of August, 1986 by resolution.

Anthony J. Schlaffer
Anthony J. Schlaffer
Clerk, City of Racine.

COUNTY'S CERTIFICATE

Approved as a CERTIFIED SURVEY MAP this 7th day of July, 1986.

Arnold L. Clement
Arnold L. Clement, Director
of Planning & Development
Racine County



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.

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

Stanley F. Bialecki
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 18th day of October

Signed and Sealed in Presence of

Cecil F. Mehring, Jr.
Cecil F. Mehring, Jr.
Donald E. Zane
Donald E. Zane

STATE OF WISCONSIN

Racine County } ss.

RECEIVED FOR RECORD

_____, DAY OF _____

A. D., 19____, AT _____

O'CLOCK ____ M. AND RECORDED IN VOL. _____

_____, OF _____ PAGE _____

_____, COUNTY _____

Racine County, Wisconsin
Richard E. La Fave
County Board Chairman, Richard E. La Fave
Countersigned: James A. Hoppa
County Clerk, James A. Hoppa
James A. Hoppa

Personally came before me, this 18th day of

October, A.D., 1971.

Richard E. La Fave Chairman

James A. Hoppa Deputy County Clerk

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 Secretary 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

Notarized 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 p. 341

109

091365

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 12, 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 43

1243013

AN ORDINANCE

Register's Office
Racine County, Wis.

Received for Record

October 1987

at 3:36

o'clock P. M. and recorded in Volume 1889

of Records on page 143-144A

SS Ref
27th day of
October A.D. 1987 at 3:36
o'clock P. M. and recorded in Volume 1889
of Records on page 143-144A

Helmy M. Schuttens
16-00 Registrar of Deeds

An ordinance to provide for the annexation of certain territory contiguous to the City of Racine.

The Common Council of the City of Racine do ordain as follows:

Part 1.

Section 1

TERRITORY ANNEXED

That in accordance with Section 66.021, Wis. Stats., and the Petition for Annexation filed with the City Clerk on the 5th Day of October, 1987, signed by the majority of the owners of one-half or more of the land in area within the territory to be annexed and by all of the electors residing in such territory, the territory described on Exhibit A attached hereto lying in the Town of Mt. Pleasant, Racine County, Wisconsin, and contiguous to the City of Racine be and the same is hereby annexed to the City of Racine, Wisconsin.

Section 2

EFFECT OF ANNEXATION

From and after the date of this ordinance, the corporate limits of the City of Racine are hereby extended so as to include said territory for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Racine.

Section 3

DISTRICT DESIGNATION

The limits of the Fourteenth Aldermanic District are hereby extended in such a manner as to include said territory.

3799 10 27

1600

1

File

Section 4

SEVERABILITY

If any provision of this ordinance or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Part 2.

This ordinance shall take effect upon passage.

Passed by the Common Council 10-13-87
Approved 10-14-87
N. Owen Davis
Mayor

Attest:

Anthony J. Schlaffer
City Clerk

PETITION FOR DIRECT ANNEXATION TO THE
CITY OF RACINE, WISCONSIN

AN ORDINANCE
.10-6-87
Page -3-

ANNEXATION EXHIBIT "A"

Legal Description of Territory
Proposed to be Annexed.

That part of the Southeast $\frac{1}{4}$ of Section 14, the Northwest $\frac{1}{4}$, Northeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of Section 23, and the Southwest $\frac{1}{4}$ of Section 24, all in Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a standard Racine County monument marking the Northwest corner of the Northwest $\frac{1}{4}$ of said Section 23; run thence N89°36'28"E 1320.03 feet along the North line of said Section 23; thence S01°36'45"E 55.00 feet to the South line of 16th Street; thence N89°36'28"E 1319.98 feet along said South line of 16th Street; thence N89°08'28"E 508.68 feet along said South line of 16th Street to a point on a curve of Southerly convexity whose radius is 2409.19 feet and whose chord bears N83°19'12"E 488.68 feet; thence Easterly on the arc of said curve and the South line of 16th Street 489.52 feet; thence N77°29'57"E 340.89 feet along the South line of 16th Street to a point on a curve of Northerly convexity whose radius is 2242.05 feet and whose chord bears N83°24'52"E 469.82 feet; thence Easterly 470.68 feet on the arc of said curve and the South line of 16th Street to a point on a curve of Southerly convexity whose radius is 2219.00 feet and whose chord bears N87°40'10"E 136.25 feet; thence Easterly on the arc of said curve and the South line of 16th Street 136.27 feet; thence S01°50'10"E 113.76 feet to the North line of said Section 23; thence S01°45'43"E 187.15 feet; thence N89°08'29"E 705.38 feet to the West line of said Section 24; thence S01°45'43"E 1818.59 feet along the West line of said Section 24 to the Northerly line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence N81°38'51"E 1155.54 feet along said right of way to the centerline of Green Bay Road and a point on a curve of Westerly convexity whose radius is 16370.22 feet and whose chord bears S16°54'01"W 404.18 feet; thence Southerly on the arc of said curve and said centerline 404.18 feet to the projected South line of Twenty-first Street; thence N88°27'33"E 1367.35 feet along the projected South line and actual South line of Twenty-first Street; thence S01°33'25"E 1194.54 feet parallel to the North-South $\frac{1}{4}$ line of said Section 24; thence N89°08'05"W 286.62 feet parallel to the East-West $\frac{1}{4}$ line of said Section 24; thence S00°08'19"E 137.46 feet; thence S89°51'41"W 1361.00 feet to the East line of Green

Bay Road; thence N79°01'46"W 140.02 feet to the West line of Green Bay Road and the North line of Regency West Drive; thence N78°10'03"W 70.00 feet along the North line of Regency West Drive to a point on a curve of Southwesterly convexity whose radius is 284.98 feet and whose chord bears N59°05'06"W 186.33 feet; thence Northwesterly on the arc of said curve and the Northerly line of Regency West Drive 189.82 feet; thence N40°00'10"W 226.67 feet on the Northerly line of Regency West Drive to a point on a curve of Northeasterly convexity whose radius is 245.04 feet and whose chord bears N65°15'07"W 209.04 feet; thence Northwesterly on the arc of said curve and the Northerly line of Regency West Drive 215.97 feet; thence S89°29'55"W 616.08 feet along the North line of Regency West Drive; thence S01°45'14"E 33.01 feet; thence S89°29'55"W 749.08 feet; thence N01°38'03"W 798.39 feet to the East-West $\frac{1}{2}$ line of said Section 23; thence S89°05'04"W 528.67 feet to the Southerly line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence S81°38'51"W 805.03 feet along said right of way to the North-South $\frac{1}{2}$ line of said Section 23; thence S01°45'01"E 16.61 feet along said North-South $\frac{1}{2}$ line to the Southerly line of said Railroad right of way; thence S81°38'51"W 1326.97 feet along said right of way; thence N01°36'45"W 16.62 feet along said right of way; thence S81°38'51"W 1327.69 feet along said right of way to the West line of said Section 23; run thence N01°29'21"W 467.61 feet along said West line of said Section 23 to the West $\frac{1}{2}$ corner of said Section 23; thence N01°39'38"W 2653.29 feet to the point of beginning. Containing 429.677 acres including the land within Green Bay Road and Twenty-first Street.

LAND USE PLAN




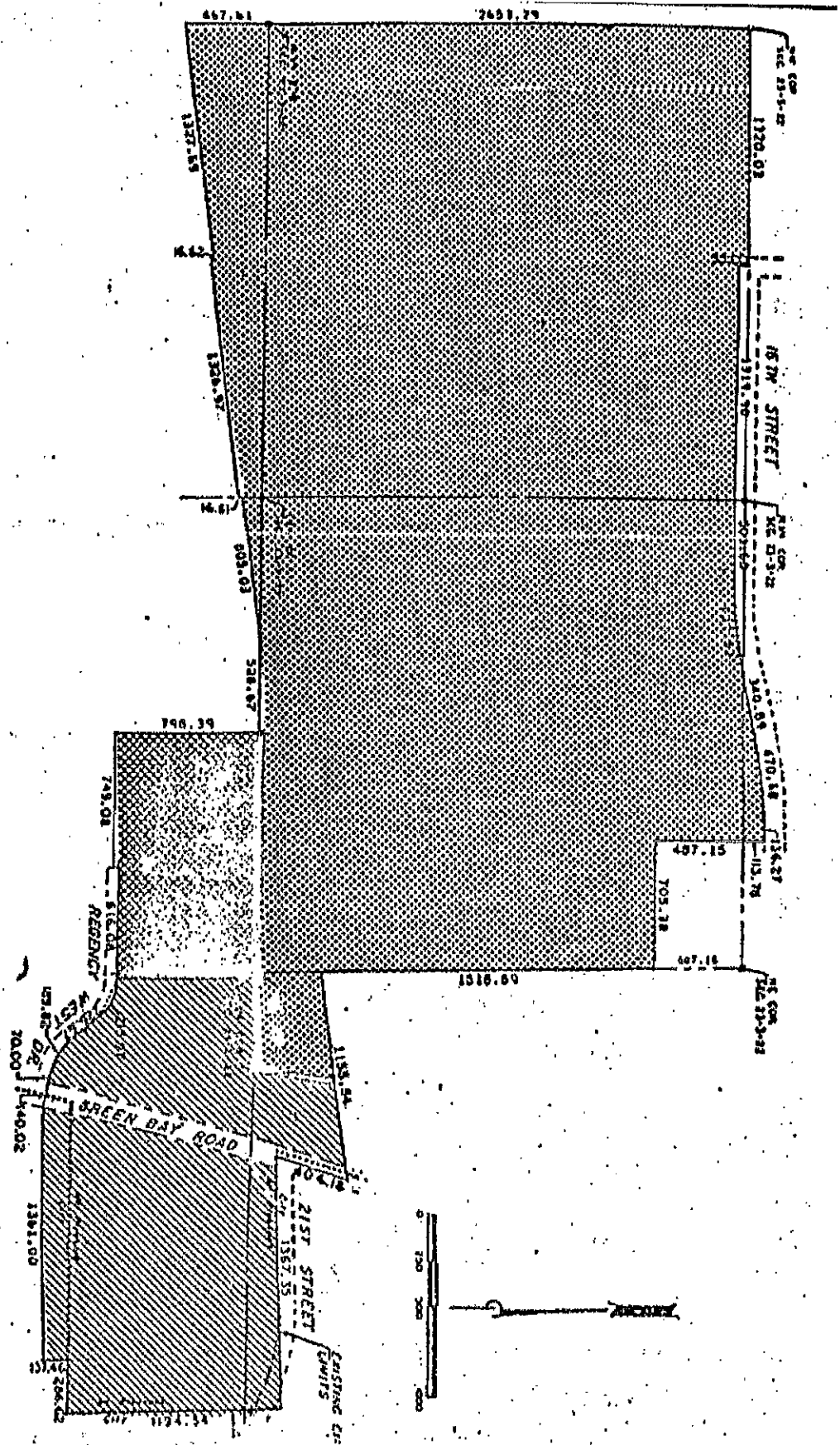




-  HEAVY INDUSTRY
-  COMMUNITY BUSINESS
-  GENERAL BUSINESS

EXHIBIT "A"



ZONING OF ANNEXED AREA

-  I-2 GENERAL INDUSTRIAL
-  B-2 COMMUNITY SHOPPING
-  B-3 GENERAL COMMERCIAL
-  O/I OFFICE INSTITUTIONAL

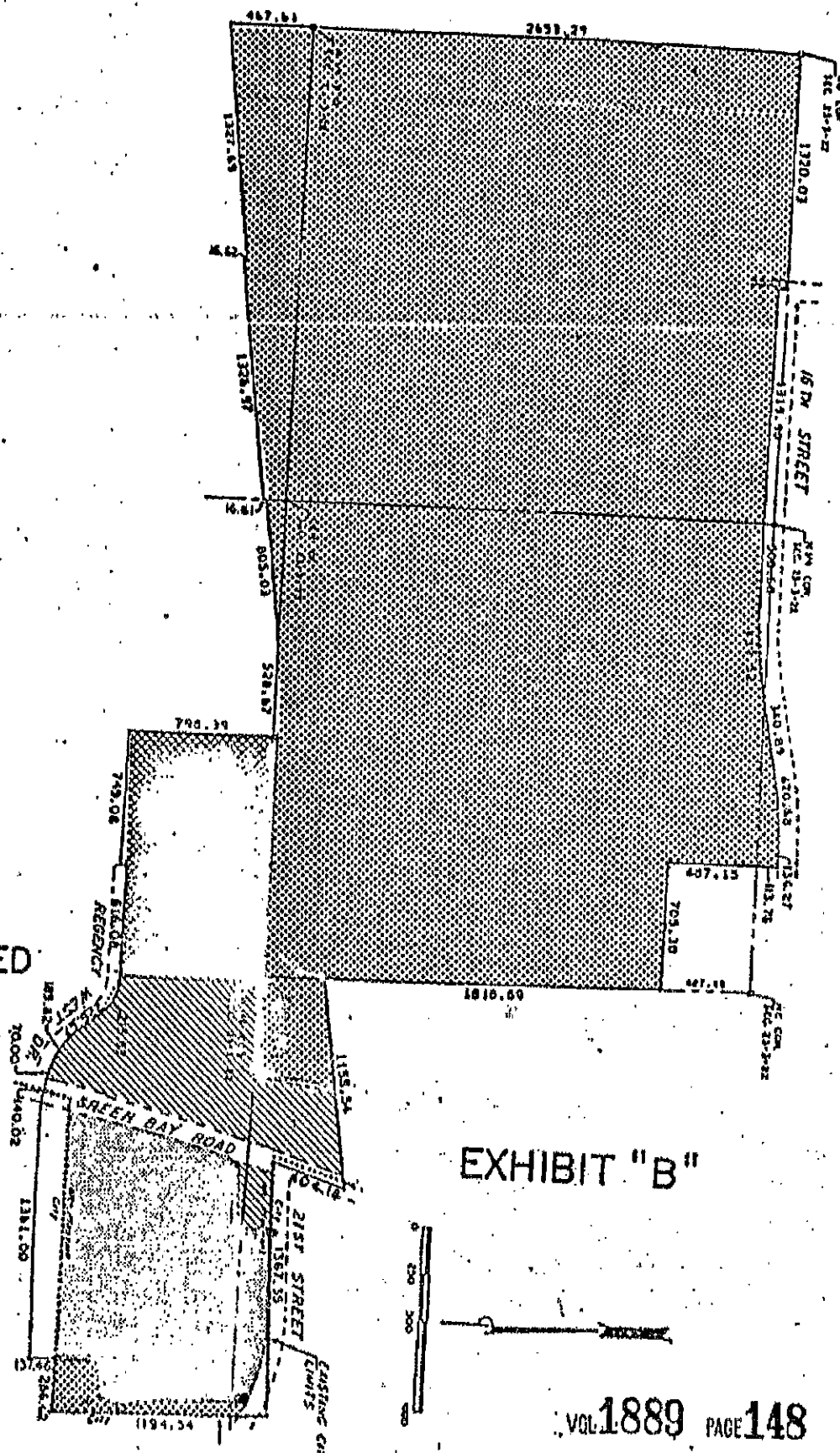


EXHIBIT "B"

city of **RACINE** ...racine, wisconsin



CITY CLERK'S OFFICE

Anthony J. Schlaffer
City Clerk

STATE OF WISCONSIN)
COUNTY OF RACINE)

I, Anthony J. Schlaffer, City Clerk for the City
of Racine, County of Racine, State of Wisconsin, DO HEREBY
CERTIFY that the foregoing is a true and correct copy of An
Ordinance, which was adopted under Items 2(3) and 3(2) of
the meeting that was held on October 13, 1987.

Dated this 16th day of October, 1987.

Anthony J. Schlaffer

SEAL

Mt. Pleasant
Parcel #'s

County Computer #'s

New City Parcel #'s

M2-24-11	008-03-22-24-018-000	276-0000-23901-000.
M2 24-11-6	008-03-22-24-018-002	276-0000-23901-000.
M2-24-11100	008-03-22-24-018-100	276-0000-23900-000.
M2-24-11110	008-03-22-24-018-110	276-0000-23902-000.
M2-23-9-14	008-03-22-23-031-014	276-0000-23903-000.
M2-24-11120	008-03-22-24-018-120	276-0000-23904-000.
M2-24-10	008-03-22-24-016-000	276-0000-23905-000.
M2 24-14-1	008-03-22-24-024-100	276-0000-23906-000.
M2-23-3-4	008-03-22-23-021-000	276-0000-23907-000.
M2-23-8	008-03-22-23-030-000	276-0000-23908-000.
M2-23-71 (Pt)	008-03-22-23-092-000	276-0000-23908-000.
M2-23-3-2	008-03-22-23-019-000	276-0000-23909-000.
M2-23-3-6	008-03-22-23-023-000	276-0000-23910-000.
M2-23-3-1	008-03-22-23-018-000	276-0000-23911-000.
M2-23-3-3	008-03-22-23-020-000	276-0000-23912-000.
M2-23-3-C	008-03-22-23-017-030	276-0000-23913-000.
M2-23-3-B	008-03-22-23-017-020	276-0000-23914-000.
M2-23-3	008-03-22-23-017-000	276-0000-23915-000.
M2-23-3-A	008-03-22-23-017-010	276-0000-23916-000.
M2-23-200	008-03-22-23-200-000	276-0000-23917-000.
M2-23-3-5	008-03-22-23-022-000	276-0000-23918-000.
M2-23-2	008-03-22-23-016-000	276-0000-23919-000.
Pt M2 14-2891-1	008-03-22-14-096-000	276-0000-23920-000.
Pt M2-14-28	008-03-22-14-094-000	276-0000-23921-000.
Pt M2-23-1	008-03-22-23-001-001	276-0000-23922-000.
M2-23-12	008-03-22-23-033-000	276-0000-23923-000.
Pt M2-14-27	008-03-22-14-086-000	276-0000-23924-000.
M2-23-2-1/	008-03-22-23-016-001	276-0000-23925-000.
M2-24-14	008-03-22-24-024-000	276-0000-23926-000.
M2-24-200	008-03-22-24-200-000	276-0000-23927-000.
M2-24-15-5-1	008-03-22-24-026-000	276-0000-23876-038.
M2-24-15	008-03-22-24-025-000	276-0000-23876-017.
M2-24-15-1	008-03-22-24-025-001	276-0000-23876-018.
M2-24-15-2	008-03-22-24-025-002	276-0000-23876-016.

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

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DECLARATION OF EASEMENTS

1169012

AND COVENANTS

142.00 *John 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 mud, dirt, 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 benefited 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) no construction shall be performed in such a manner as to impede the normal operation and traffic flow within the Development; and (iv) 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 wells) 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-outs, 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

(i) Removal of all paper, debris, filth and refuse, including thorough sweeping in the Common Areas necessary to keep the Common Areas in a reasonably 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~~ ^{any other Parcel} 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~~ ^{any other Parcel} 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~~ ^{any other Parcel} may collect such sums as set forth in Section 13.2.

Initials

Owner
SS
OK

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: U.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

VOL 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 San Claire

Personally came before me the 13th day of May,
1985, Marv Prochaska, 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 414/634-5588
Kenosha 414/652-7902

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 414/634-5588
Kenosha 414/552-7902

REVISED March 26, 1985
February 27, 1985

Job No. 85023

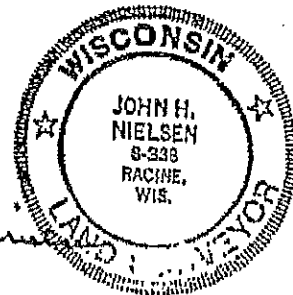
John H. Nielsen, P.E., R.L.S.
Walter R. Madsen, P.E., R.L.S.
James D. Barber, P.E.
James E. Robinson, R.L.S.

Mates 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°45'14"W 1235.77 feet from a cast iron highway plate marking the Southwest corner of Section 24; run thence N89°25'49"E 20.23 feet to the point of beginning of this description; run thence N11°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°54'22"E 49.24 feet; thence Southeasterly 49.39 feet on the arc of said curve to its point of tangency; thence S40°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°05'06"E 229.49 feet; thence Southeasterly 233.79 feet on the arc of said curve to its point of tangency; thence S78°10'03"E 70.00 feet to the Westerly line of State Trunk Highway 31; thence S11°49'57"W 310.00 feet on the Westerly line of said highway; thence N78°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 414/552-7902

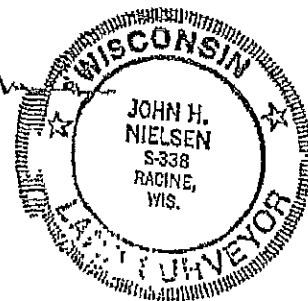
March 26, 1985

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 1, Regency West

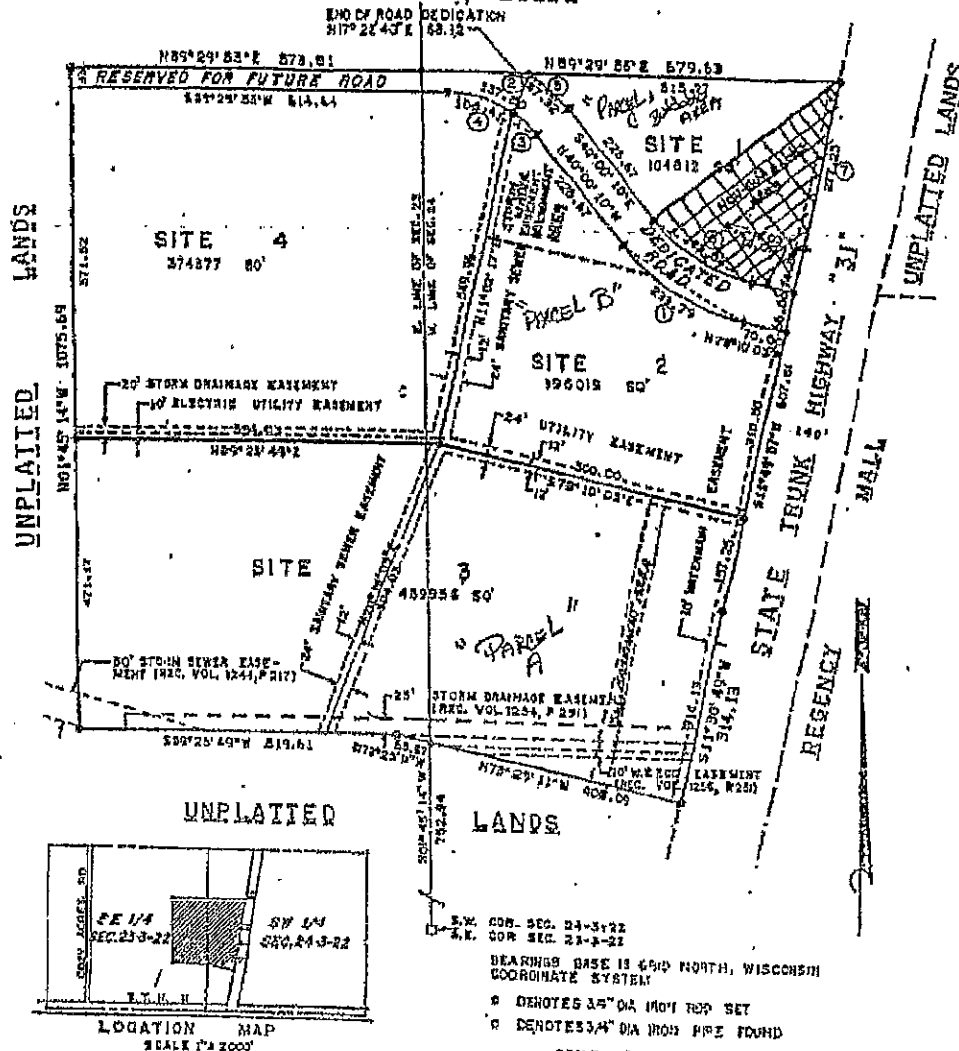
That part of the Southwest $\frac{1}{4}$ of Section 24, Township 9 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows:
Commence at a point on the East line of said Section 24--located N01°45'14"W 1839.60 feet from a cast iron highway platte marking the Southwest 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 Northwesternly 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 curvtaure 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 Northeasternly 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.



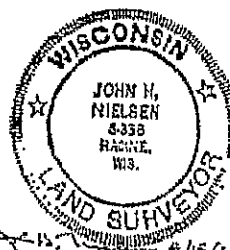
CERTIFIED SURVEY MAP No.

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

UNPLAIED : LANDS



DATA					
CHORD					
CURVE	ARS	RADIUS	LENGTH	BEARING	GEN ANGLE
1	233.79	350.93	229.49	N59°03'03"W	36°09'54"
2	137.80	179.04	152.74	N63°18'07"W	62°28'31"
3	89.22	179.04	49.84	N47°46'32"W	13°45'25"
4	103.41	179.04	105.76	N73°09'19"W	54°41'33"
5	07.3E	245.04	96.86	S50°12'44"E	20°25'07"
6	189.54	269.54	188.33	S59°05'03"E	38°05'54"
7	271.24	164.54	277.22	S12°18'58"W	06°47'25"



McGUIRE, WOODS & BATTEL
ROSS BUILDING

RICHMOND, VIRGINIA 23219

TELEPHONE (804) 644-4131

CABLE MCWOBAY

TELEX 82-7414

COURT SQUARE BUILDING
CHARLOTTESVILLE, VIRGINIA 22901
TELEPHONE (804) 977-1500

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

SOVRAN CENTER
NORFOLK, VIRGINIA 23510
TELEPHONE (804) 627-7677

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:

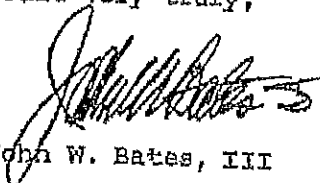
Reference is made to a Declaration of Easements and Covenants dated as of May 13, 1985 (the "Declaration") executed by you with respect to certain real property in the Town of Mount Pleasant, Racine County, Wisconsin.

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:

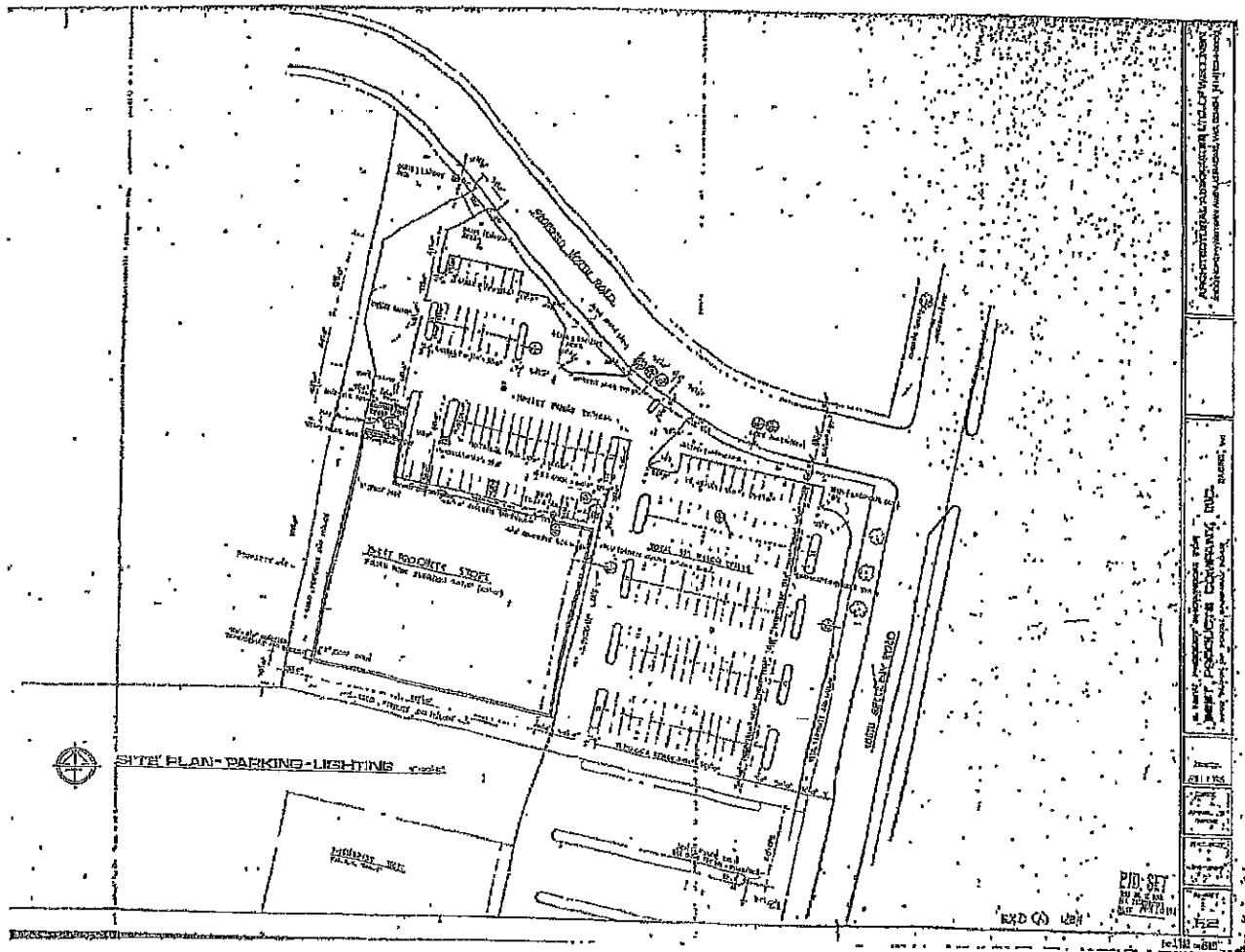
- (i) Subparagraphs (i) and (ii) of Section 6.2 may be deleted.
- (ii) The word "reasonably" may be inserted before the word "clean" in Section 7.2(i).
- (iii) The words "any other Parcel" may be substituted for the words "Parcel B" in the three places they appear in Section 7.3.

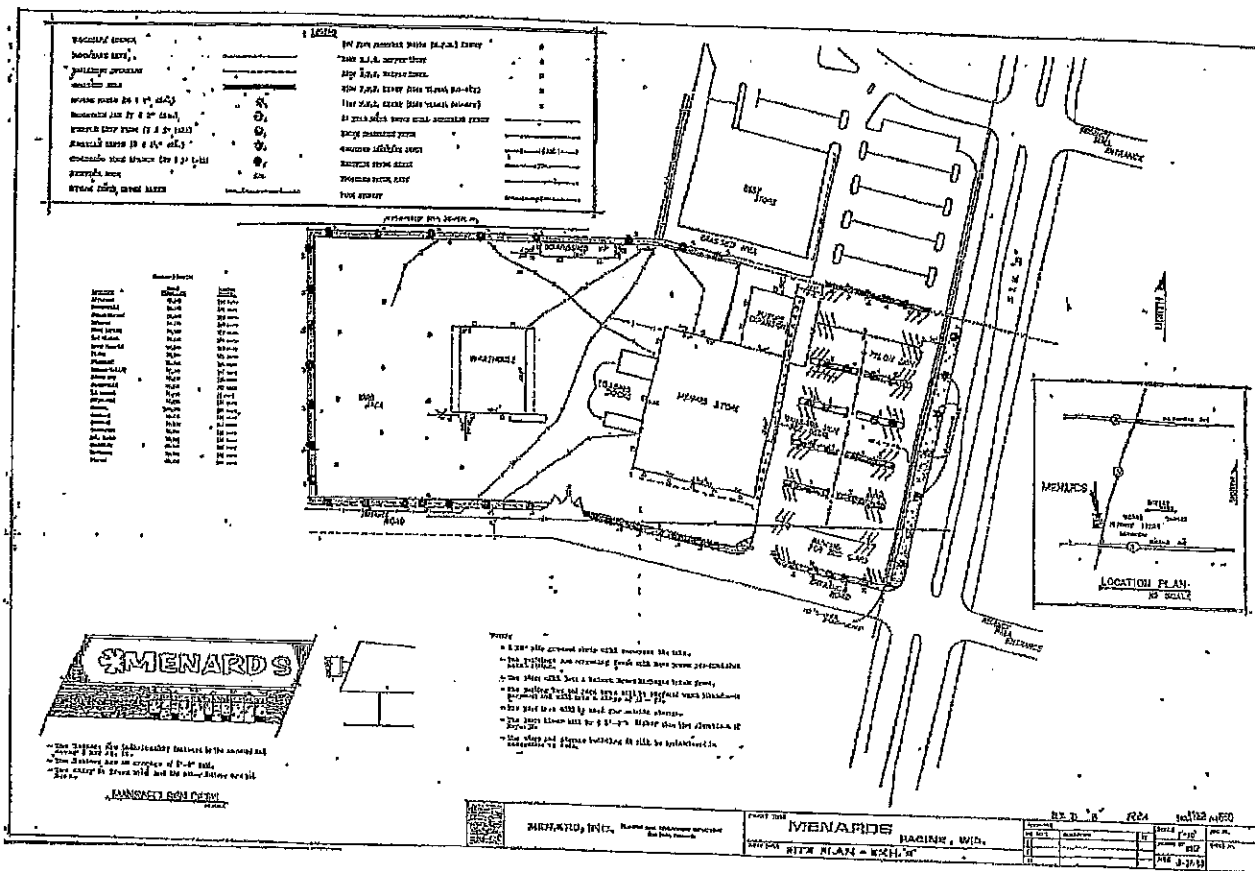
I trust this is the documentation you need. Thank you for your cooperation.

Yours very truly,


John W. Bates, III

JWB,III'cmb

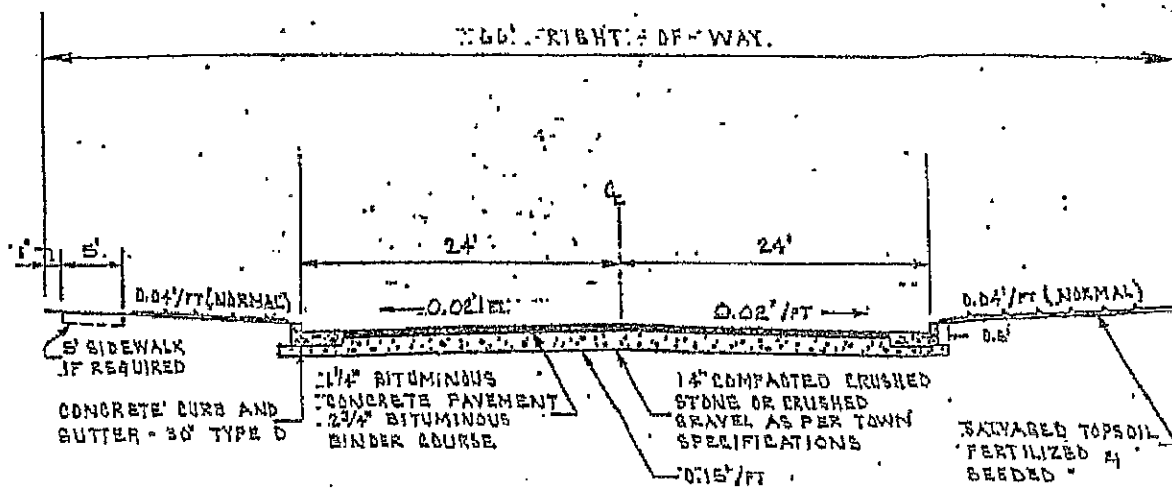




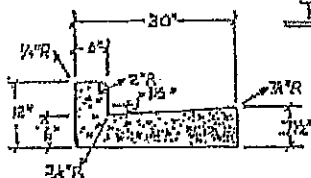
- (1) The work under this contract consists of the construction of approximately 532 feet of roadway and shall be executed under the requirements of the State of Wisconsin, Department of Transportation, Division of Highways, Standard Specifications for Road and Bridge Construction, 1981 Edition.

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

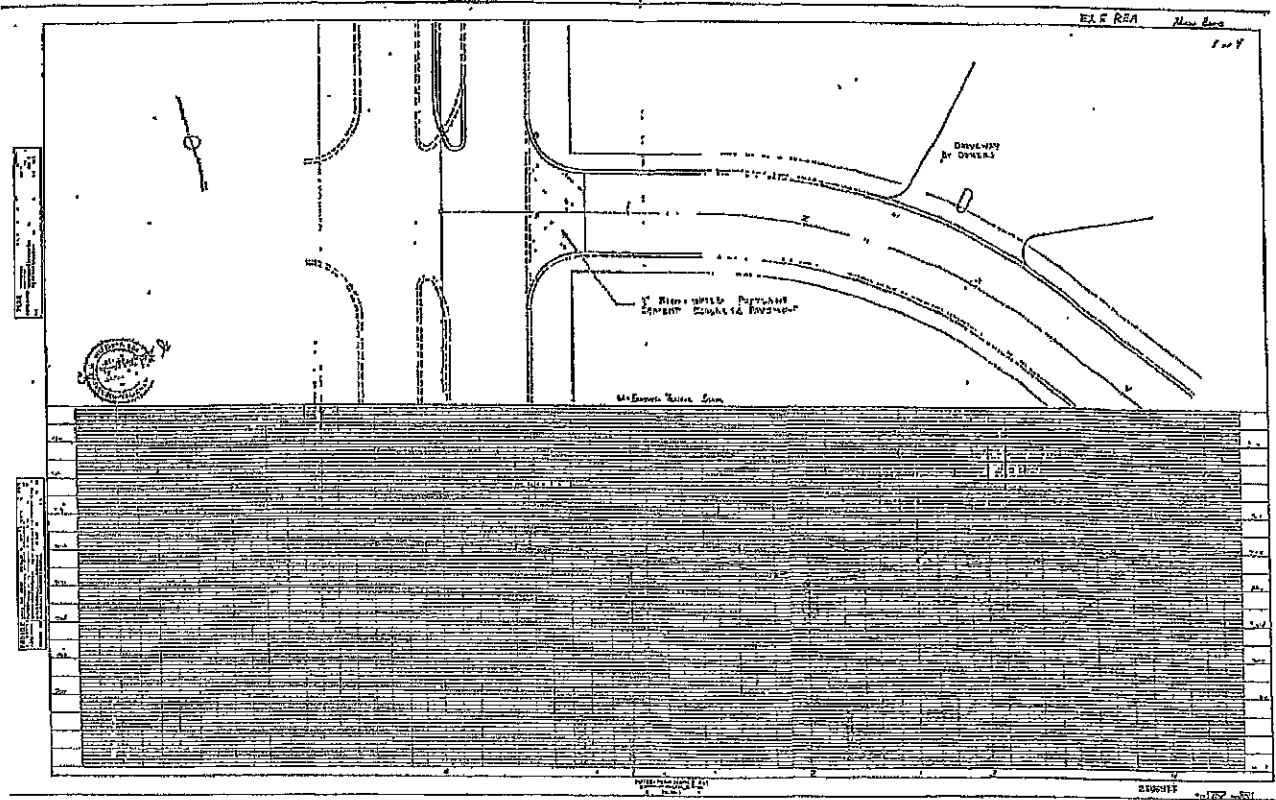
- (2) The project limits as shown on the attached plans shall begin at the west edge of pavement of S.T.H.-31 (approximately STA 0 + 46) and extend westerly 532 feet to STA 5 + 78. The contractor shall grade the site to the west of the project terminus to blend the slope in with the existing topography 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.

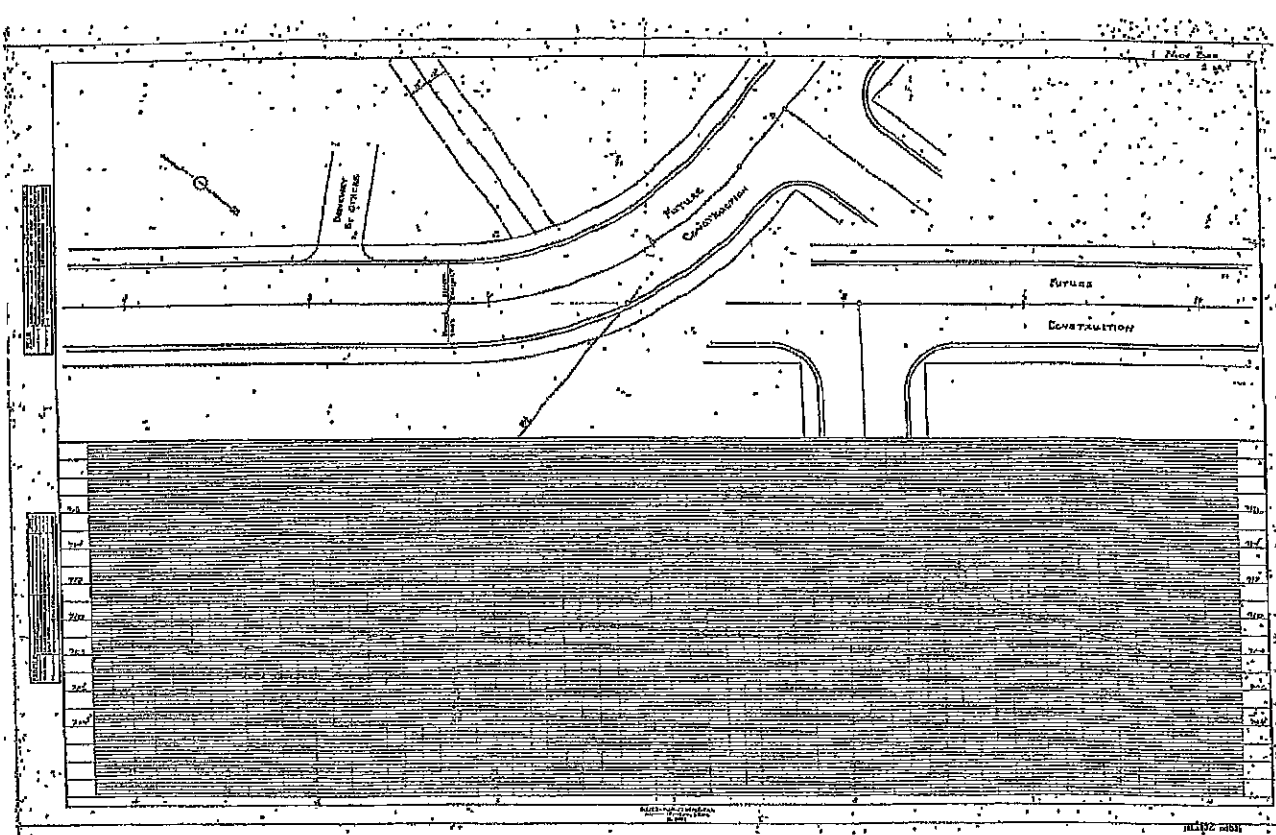


TYPICAL INDUSTRIAL URBAN SECTION - IND-URB



TYPE D
CONCRETE CURB
& GUTTER 30"





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

1196578

AMENDMENT TO
DECLARATION OF EASEMENTS
AND COVENANTS

This Amendment to the Declaration of Easements and Covenants made this 13th day of June, 1986 by the COUNTY OF RACINE, a political subdivision of the State of Wisconsin; BEST PRODUCTS COMPANY, INC., a Virginia Corporation, and MENARD, INC., a Wisconsin Corporation.

I. 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 13th day of
June A.D. 1986 at 10:50
o'clock P. M. and recorded in Volume 1803
of Records on page 330

BY: Len Ziolkowski, County Executive

William F. Book 332
Register of Deeds

VOL 1803 PAGE 330

10.00

Att: Corporation Counsel

Seal of Racine County Executive

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

BY: *Dennis Kornwolf*
Dennis Kornwolf, County Clerk

MENARD, INC.

BY: *Marv Prochaska*
Marv 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]

Date 4/9/86

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)

Allen F. Toff
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 Len Gielkowski, Dennis Lynne
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 Brown,
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

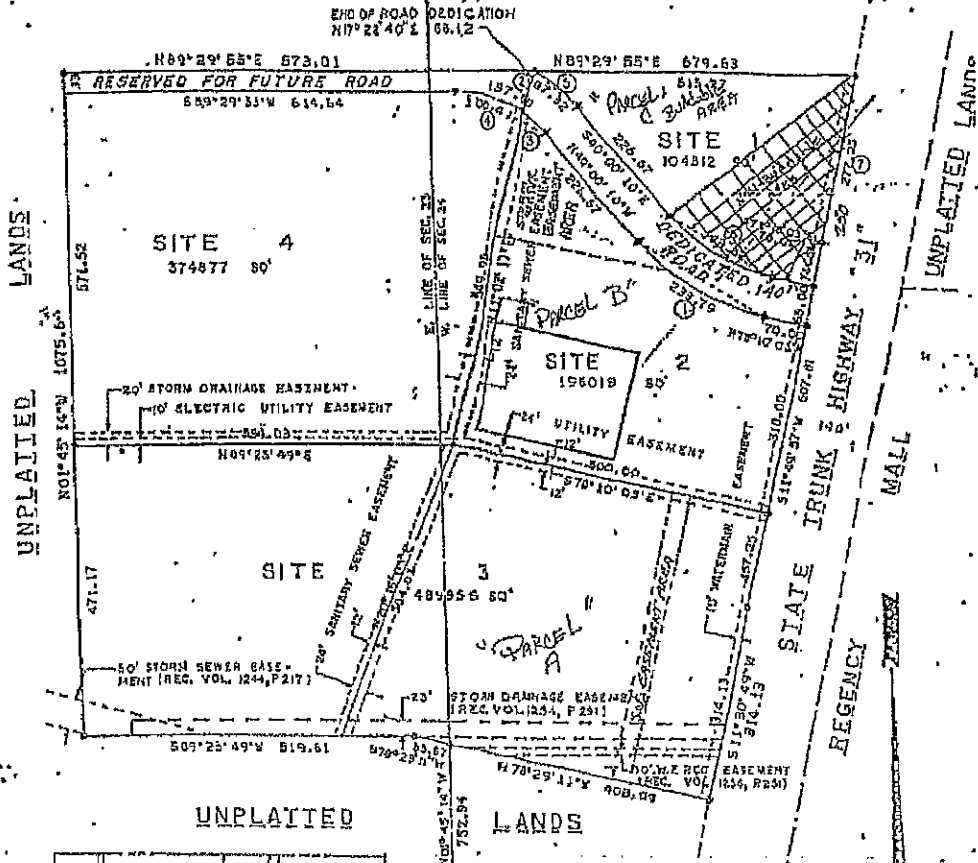
VGL1803 PAGE 332

Exhibit "A"

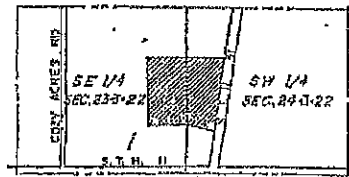
CERTIFIED SURVEY MAP No.

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

UNPLATTED LANDS



UNPLATTED LANDS



LOCATION MAP
SCALE 1" = 2000'

S.H. COR. SEC. 24-3-22
S.E. COR. SEC. 23-3-22
BEARINGS BASE IS GRN NORTH, WISCONSIN
COORDINATE SYSTEM

§ DENOTES 3/4" DIA 180° ROD SET
Ø DENOTES 3/4" DIA 180° PIPE FOUND

SCALE 1" = 200'

CURVE DATA					
CURVE	ARC	RADIUS	LENGTH	BEARING	CHORD
1	223.79	350.99	229.49	N59°05'06"W	38°09'54"
2	157.80	179.03	152.24	N65°15'01"W	50°25'52"
3	49.33	179.03	49.84	N47°04'28"W	13°40'26"
4	103.41	179.03	106.76	N73°09'19"W	34°41'31"
5	05.22	345.04	86.86	S50°12'44"E	20°25'07"
6	185.02	264.57	1185.33	S59°05'06"E	38°09'54"
7	277.23	1544.07	277.22	S12°18'55"W	00°51'14"



ONLY 1 OF 2 SHEETS

Pl 008-03-22-23-031-030
Pl 008-03-22-23-031-030
Pl 008-03-22-23-031-030
Pl 008-03-22-23-031-030
Pl 008-03-22-23-031-030
Pl 008-03-22-23-031-030

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 504, 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,

29776 .07 10

12004 1

1200

Ret. Honigman 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 H. Braun

By: [Signature]
County Clerk
Dennis Kornholt

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 H. Brown, 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 James C. Rennett, 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.

James C. Rennett
Notary Public in and of said state
James C. Rennett

My commission expires:

8-27-89

STATE OF VIRGINIA

CITY/COUNTY OF Henrico

Personally came before me this 7th 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.

My commission expires:

March 20, 1987

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

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.

My commission expires:

7/2/89

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

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

VOL 1874 PAGE 610

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

Received for Record 10th day of July
A.D. 1987 at 8:30
o'clock A.M. and recorded in Volume 1874
of Records on page 607-611

Therese M. Schuttner
12 Register of Deeds

McDONALD'S CORPORATION,
a Delaware corporation

By: Seymour Greenman
Title: Vice President

HIGHLAND SUPERSTORES, INC.,
a Michigan corporation

By: [Signature]
Title: [Signature]

STATE OF ~~VIRGINIA~~ ILLINOIS)

~~WYOMING~~/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 meo

~~WEST~~/COUNTY OF WAYNE meo

Personally came before me this 20th day of January,
in the year 1987 the above named David Howell, to me
known to be the person who executed the foregoing instrument as
Owner Of Two Boxes 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

1209320

After Recording, Return To:

Gerald J. Pinzino
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60521

Register's Office
Racine County, Wis. } SS

Received for Record 23rd day of
October A.D. 19 86 at 3:49
o'clock P. M. and recorded in Volume 1827
of Records on page 183
186

John M. Schuttler
Register of Deeds

RESTRICTIVE COVENANT
(Corporation or Partnership)

10.00

Under a contract dated the 14th day of August, 1986, RACINE COUNTY ("Grantor") agreed to convey to McDONALD'S CORPORATION, a Delaware corporation ("Grantee") a parcel of real estate described on Exhibit A attached.

One of the terms of that contract required the Grantor to record a Restrictive Covenant affecting the use of Grantor's other property.

THEREFORE, in consideration of the terms and conditions contained in that contract, Grantor promises and declares that the property described on Exhibit B, attached, will not be used for restaurant purposes for a period of 20 years from the date of the recording of this document. "Restaurant," for the purpose of this Covenant, shall be limited to Burger King, Wendy's, Hardee's, Taco Bell, Kentucky Fried Chicken or Rocky Rococo's.

This restriction runs with the land described in Exhibits A and B and shall inure to the benefit of and shall be binding upon the Grantee and Grantor, their grantees, assigns and successors.

Grantor has executed this Restrictive Covenant, this 23rd day of
October, 19 86.

GRANTOR: RACINE COUNTY, WISCONSIN

WITNESSES:

[Signature]
[Signature]

Attest: _____

STATE OF WISCONSIN
COUNTY OF RACINE

REVIEWED BY FINANCE DIRECTOR

[Signature]

Signature
Date 10/14/86

AFFIDAVIT OF OWNERSHIP
(By Officer or Partner)

The undersigned, being first duly sworn on oath, deposes and states that the undersigned is the LEGAL COUNSEL of the above named Grantor and as such

Date 10/14/86
Certified to be correct as to form.
By William Bees
Racine County Corporation Counsel

VOL 1827 PAGE 183

28493

Landmark

has access to the records of the Grantor and knows of his (her) personal knowledge that the Grantor has title to all of the property described on Exhibit B.

William E. Bask
Affiant

Subscribed and sworn to before me this 23rd day of October, 19 86.

Linda Q. Bender
Notary Public

My commission expires 10-4-87

(PLEASE ATTACH EXHIBITS A AND B)

ACKNOWLEDGMENT CERTIFICATE

STATE OF WISCONSIN

COUNTY OF RACINE

The foregoing instrument was acknowledged before me on October 23, 19 86, by Len Ziolkowski, County Executive, and Dennis Kornwolf, County Clerk and Hub Braun, Chairman, of Racine County, on behalf of the County.

Linda Q. Bender
Notary Public

My commission expires 10-4-87

EXHIBIT "A"

Lot 4 of Certified Survey Map No. 1170 being a resivision of Lots 2 and 3 of Certified Survey Map No. 1151 and Site 1 of Certified Survey Map No. 1073. Located in the Southwest 1/4 of Section 24 and the Southeast 1/4 of Section 23, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin.

51-008-03-22-23-031-014

EXHIBIT "B"

1. Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 1170. Being a redivision of Lots 2 and 3 of Certified Survey Map No. 1151 and Site 1 of Certified Survey Map No. 1073. Located in the Southwest 1/4 of Section 24 and the Southeast 1/4 of Section 23, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin.
2. That part of the West 1/2 of Section 24, Township 3 North, Range 22 East, in the Town of Mount Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located N89°08'05"W 326.13 feet from a cast iron monument with a brass cap marking the center of said Section 24; run thence S00°08'19"E 733.22 feet to a 1" diameter iron pipe stake; thence S89°51'41"W 200.00 feet to a 1" diameter iron pipe stake; thence S00°08'19"E 400.00 feet; thence S89°51'41"W 1361.00 feet to the Easterly line of S.T.H. #31; thence N11°49'57"E 591.07 feet on the Easterly line of said highway to a 1" diameter iron pipe stake; thence N12°21'20"E 70.57 feet on the Easterly line of said highway to a 1" diameter iron pipe stake marking the point of curvature of a curve of Northwestern convexity whose radius is 16310.22 feet and whose chord bears N15°04'53"E 671.12 feet; thence Northeasterly 671.17 feet on the arc of said curve and the Easterly line of Highway "31" to a 1" diameter iron pipe stake on the South line of 21st Street; thence N88°27'33"E 694.81 feet on the South line of 21st Street to a 1" diameter iron pipe stake marking the point of curvature of a curve of Northwestern convexity whose radius is 1333.69 feet and whose chord bears S79°22'21"E 562.24 feet; thence Southeasterly 566.49 feet on the arc of said curve and the South line of 21st Street to a 1" diameter iron pipe stake; thence S00°08'19"E 73.45 feet to the point of beginning. Parcel contains 40.16 acres of land, more or less.

51-008-03-22-23-031-011

51-008-03-22-23-031-012

51-008-03-22-23-031-013

51-008-03-22-23-031-015

51-008-03-22-24-025-000

51-008-03-22-24-026-000

EASEMENT, MAINTENANCE AND RECAPTURE AGREEMENT

1209322

THIS EASEMENT AGREEMENT, dated October 2, 19 86, is between RACINE COUNTY, WISCONSIN ("County") and McDONALD'S CORPORATION, a Delaware corporation ("McDonald's"). The following statements are a material part of this agreement:

A. McDonald's is, or will be at the time of recording of this document, the owner of Parcel 1 described in Exhibit A, attached.

B. County is the owner of Parcel 2 described in Exhibit B, attached.

C. The parties wish to grant, each to the other, certain easements over and across Parcels 1 and 2.

THEREFORE, in consideration of TEN AND NO/100THS DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements, covenants and restrictions are made:

1. INGRESS AND EGRESS EASEMENT

County grants and conveys to McDonald's a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress to and from Parcel 1, appurtenant to Parcel 1, over, upon and across Parcel 3 described in Exhibit C, attached.

McDonald's grants and conveys to County a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress to and from Parcel 2, appurtenant to Parcel 2, over, upon and across Parcel 4 described in Exhibit D, attached.

2. CONSTRUCTION OF ROADWAY

McDonald's agrees to install a roadway to McDonald's specifications on Parcels 3 and 4, collectively called "Easement Area." McDonald's agrees to bear the total cost and expense of the installation of the roadway, provided however, that County shall recapture and collect from any purchaser of Parcel 2 or that portion of Parcel 2 abutting Parcel 3 a sum equal to 50% of the cost of installing the roadway. County shall pay the sum collected to McDonald's upon its receipt from the purchaser. McDonald's shall certify to County the total cost of the roadway within sixty days after its completion.

3. MAINTENANCE

McDonald's agrees to maintain the roadway and to pay all costs related to the roadway maintenance, provided, however, if legal title to Parcel 2 or any portion of Parcel 2 abutting Parcel 3 shall vest in any party other than County, the subsequent title holder, its heirs, successors or assigns shall share equally the reasonable cost of maintaining, repairing and renewing the surface of the Easement Area incurred after the date title is transferred to the subsequent title holder. McDonald's shall be responsible for supervising the maintenance and repair of the easement area. If McDonald's is not reimbursed within thirty (30) days from the date of billing for its costs, the parties failing to pay their share may, at the McDonald's discretion, have a lien for unpaid costs placed upon the title to their property by McDonald's recording a lien claim and notice.

Register's Office }
Racine County, Wis. } SS
Received for Record 23rd day of
October A.D. 1986 at 3:51
o'clock P. M. and recorded in Volume 1827
of Records on page 189
Helen M. Schuttens 1986
Register of Deeds

28491

Landmark

VOL 1827 PAGE 189

4. USE OF EASEMENT AREAS

Where McDonald's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or allowed to encroach upon the easements, and no change of grade elevation or any excavation shall be performed without prior written approval of McDonald's, which approval shall not be unreasonably withheld, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

5. ADDITIONS TO DOMINANT TENAMENT

The easements shall also be appurtenant to any contiguous land that may hereafter come into common ownership with Parcel 1 or Parcel 2 as the case may be. An area physically separate from Parcel 1 or Parcel 2 as the case may be but having access to it by means of public ways or private easements, rights or licenses is deemed to be contiguous to Parcel 1 or Parcel 2 as the case may be.

6. WARRANTIES OF TITLE

County warrants that County has good and indefeasible fee simple title to the easement premises; that County has the full right and lawful authority to grant these easements, that County will defend and indemnify McDonald's against all lawful claims, and that McDonald's shall and may peaceably have, hold and enjoy the easements.

7. RUNNING OF BENEFITS

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the parties.

8. ATTORNEY'S FEES AND COSTS

Any party may enforce this instrument by appropriate legal action and should it prevail in such litigation, it shall recover as part of its cost reasonable attorney's fees and costs.

9. CONSTRUCTION

The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to McDonald's is carried out.

10. NOTICE

County's address is 730 Wisconsin Avenue, Racine, Wisconsin 53403 and McDonald's's address is McDonald's Corporation, Real Estate/Legal Department, One McDonald's Plaza, Oak Brook, Illinois 60521, attention: Director, Real Estate/Legal Department. Any party may lodge written notice of a change of address. All notices shall be sent by certified mail, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.

TO INDICATE THEIR CONSENT TO THIS AGREEMENT, County and McDonald's, or their authorized representatives or officers, have signed this document.

RACINE COUNTY, WISCONSIN

MCDONALD'S CORPORATION

By: [Signature]

By: [Signature]
Vice President

ATTEST: [Signature]

ATTEST: [Signature]
Assistant Secretary

By: _____

By: _____

WITNESS:

WITNESS:

(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A, B, C AND D)

- Exhibit A: legal description of McDonald's property
- Exhibit B: legal description of County's property
- Exhibit C: legal description of ingress-egress easement to McDonald's
- Exhibit D: legal description of ingress-egress easement to County

Date 10/14/89
Certified to be correct as to form.
By William Beck
Racine County Corporation Counsel

REVIEWED BY FINANCE DIRECTOR
[Signature]
Signature
10/17/89
Date

McDONALD'S
(ACKNOWLEDGMENT)

STATE OF ILLINOIS
COUNTY OF ~~XODAGE~~
COOK

SS:

I, Cathy A. Jama, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Wilburn H. Sutherland, Vice-President, and Seymour Greenman, Assistant Secretary of McDonald's Corporation, a Delaware corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such Vice-President and Assistant Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of October, 19 86.

Cathy A. Jama
Notary Public

My commission expires 11/25/89.

(ACKNOWLEDGMENT - INDIVIDUAL)

STATE OF WISCONSIN
COUNTY OF RACINE

SS:

I, Linda P. Callender, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Len Ziolkowski, Dennis Kornwolf and Hubert Braun of Racine County who (is)(are) personally known to me to be the same person(s) whose name(s) (is)(are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he)(they) signed, sealed and delivered the said instrument as (h)(their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 23rd day of October, 19 86.

Linda P. Callender
Notary Public

My commission expires 10-4-87.

(ACKNOWLEDGMENT - CORPORATE)

STATE OF
COUNTY OF

SS:

I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that _____, President, and _____, Secretary of _____, a(n) _____ corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such President and Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 19 _____.

Notary Public

My commission expires _____.

DESCRIPTION OF PARCEL 4 (MAIN SITE):
 PART OF SITE 1 OF CERTIFIED SURVEY MAP NO. 1073, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 24, T3N, R22E, TOWN OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24; THENCE N1°-49'-14"W, 752.94 FEET ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 24 TO THE SOUTH LINE OF CERTIFIED SURVEY MAP NO. 1073; THENCE S78°-29'-11"E, 408.09 FEET ALONG SAID SOUTH LINE TO THE WEST RIGHT OF WAY LINE OF S.T.H. "31"; THENCE N11°-30'-49"E, 314.13 FEET ALONG SAID WEST LINE; THENCE N11°-49'-57"E, 533.25 FEET ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF SITE 1 OF CERTIFIED SURVEY MAP NO. 1073 AND THE POINT OF BEGINNING; THENCE N78°-10'-03"W, 70.00 FEET ALONG THE NORTH RIGHT OF WAY LINE OF REGENCY WEST DRIVE TO THE BEGINNING OF A CURVE; THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 284.98 FEET ON A CHORD WHICH BEARS N65°-58'-20"E AND IS 120.40 FEET IN LENGTH; THENCE N12°-12'-40"E, 260.26 FEET; THENCE S80°-01'-50"E, 187.50 FEET TO THE WEST RIGHT OF WAY LINE OF S.T.H. "31"; THENCE ALONG THE ARC OF A CURVE OF SAID WEST LINE HAVING A RADIUS OF 16,440.22 FEET ALONG A CHORD WHICH BEARS S12°-12'-39.7"W AND IS 217.22 FEET IN LENGTH TO THE TERMINATION OF SAID CURVE; THENCE S11°-49'-57"E, 74.56 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 53,080 SQUARE FEET MORE OR LESS, 1.219 ACRES ±.

Lot 4 of Certified Survey Map No. 1170 being a redivision of Lots 2 and 3 of Certified Survey Map No. 1151 and Site 1 of Certified Survey Map No. 1073. Located in the Southwest 1/4 of Section 24 and the Southeast 1/4 of Section 23, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin.

51-008-03-22-23-031-014

Lot 3 of Certified Survey Map No. 1170 being a redivision of Lots 2 and 3 of Certified Survey Map No. 1151 and Site 1 of Certified Survey Map No. 1073. Located in the Southwest 1/4 of Section 24 and the Southeast 1/4 of Section 23, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin.

51-008-03-22-23-031-013

(1) DESCRIPTION OF PARCEL 2-B (INGRESS & EGRESS TO MAIN SITE):
PART OF SITE 1 OF CERTIFIED SURVEY MAP NO. 1073, LOCATED IN THE SOUTHWEST ¼ OF SECTION 24,
T3N, R22E, TOWN OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS
FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24; THENCE N1°-43'-14"W, 752.94
FEET ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF SECTION 24 TO THE SOUTH LINE OF CERTIFIED
SURVEY MAP NO. 1073; THENCE S78°-29'-11"E, 408.09 FEET ALONG SAID SOUTH LINE TO THE WEST
RIGHT OF WAY LINE OF S.T.R. "31"; THENCE N11°-30'-49"E, 314.13 FEET ALONG SAID WEST LINE;
THENCE N11°-49'-57"E, 533.25 FEET ALONG SAID WEST LINE; THENCE N78°-10'-03"W, 70.00 FEET
ALONG THE NORTH RIGHT OF WAY LINE OF REGENCY WEST DRIVE TO THE BEGINNING OF A CURVE;
THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 284.98 FEET ON A CHORD WHICH BEARS
N65°-58'-20.5"W AND IS 120.40 FEET IN LENGTH TO THE POINT OF BEGINNING; THENCE CONTINUING
ALONG SAID CURVE ON A CHORD WHICH BEARS N51°-49'-14"W AND IS 19.46 FEET IN LENGTH; THENCE
N12°-12'-40"E, 251.05 FEET; THENCE S88°-01'-30"W, 17.31 FEET; THENCE S12°-12'-40"W,
260.26 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 4475 SQUARE FEET MORE OR LESS, 0.103 ACRES ±.

DESCRIPTION OF PARCEL 2-A (INCORPES & BORINGS OVER MAIN SITE):
 PART OF SITE 1 OF CERTIFIED SURVEY MAP NO. 1073, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 24,
 13N, R22E, TOWN OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS
 FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24; THENCE N1°-45'-14"W, 752.94
 FEET ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 24 TO THE SOUTH LINE OF CERTIFIED
 SURVEY MAP NO. 1073; THENCE S78°-29'-11"E, 408.09 FEET ALONG SAID SOUTH LINE TO THE WEST
 RIGHT OF WAY LINE OF S.T.W. "31"; THENCE N11°-30'-49"E, 314.13 FEET ALONG SAID WEST LINE;
 THENCE N11°-49'-37"E, 533.25 FEET ALONG SAID WEST LINE; THENCE N78°-10'-03"W, 70.00 FEET
 ALONG THE NORTH RIGHT OF WAY LINE OF REGENCE WEST DRIVE TO THE BEGINNING OF A CURVE;
 THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 284.98 FEET ON A CHORD WHICH BEARS
 N65°-58'-20.7"W AND IS 120.40 FEET IN LENGTH TO THE POINT OF BEGINNING; THENCE
 N12°-12'-40"E, 260.26 FEET; THENCE S80°-01'-30"E, 17.51 FEET; THENCE S12°-12'-40"W,
 268.05 FEET TO THE NORTH RIGHT OF WAY LINE OF REGENCE WEST DRIVE; THENCE ALONG THE ARC OF
 A CURVE OF SAID NORTH LINE HAVING A RADIUS OF 284.98 FEET ON A CHORD WHICH BEARS
 N55°-40'-32"W AND IS 18.88 FEET IN LENGTH TO THE POINT OF BEGINNING.
 SAID PARCEL OF LAND CONTAINING 4622 SQUARE FEET MORE OR LESS, 0.106 ACRES ±.

1217001

Form 696-C-1-5-85
W.E.P.O. ONLY
INDIVIDUAL AND CORPORATE
U.G. EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) to it paid, the receipt whereof is hereby acknowledged, MC DONALD'S CORPORATION, a Delaware
Corporation, owner, and grantor, do es hereby convey unto

WISCONSIN ELECTRIC POWER COMPANY

grantee, its successors and assigns, the right, permission and authority to construct, install, operate, repair, maintain and replace conduit and cables underground, together with ~~machines and~~ other appurtenant equipment; also the right to construct, install, operate, maintain and replace (an) electric pad-mounted transformer (s), (an) electric pad-mounted switch (es), together with (a) concrete slab (s), secondary power pedestal (s), meter equipment, terminals, markers and other necessary and usual appurtenant equipment above ground, all for the purpose of transmitting electric energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used upon, across, within and beneath a strip of land 12 feet in width being a part of the grantor's premises described as Lot 4 of Certified Survey Map No. 1170 recorded in the Office of the Register of Deeds for Racine County, Wisconsin, in Volume 3 of Certified Survey Maps, on Pages 429 through 431, as Document No. 1207188 and being a part of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin.

Register's Office
Racine County, Wis.

Received for Record 15th day of January A.D. 1987 at 11:34 o'clock P. M. and recorded in Volume 1841 of Records on page 442

Helmut M. Schuttner
Register of Deeds

(If necessary, continue on reverse side)

The location of the easement (center line) of the easement hereinbefore granted with respect to the premises of the grantor is as shown on the drawing attached hereto, marked Exhibit "A" and made a part hereof.

The right, permission and authority is also granted to said grantee, its successors and assigns, to construct, install, operate, maintain and replace one (1) electric underground service lateral in and under the grantor's premises for the purpose of extending electric service to said premises. Said underground service lateral to be installed at such time and in such location as grantee, its successors and assigns, may deem necessary.

The right, permission and authority is also granted said grantee, its successors and assigns, to trim and/or cut down certain trees and/or brush where said trees and/or brush interfere with the installation or maintenance of underground facilities or represent a hazard to such facilities.

The grantor its heirs, successors and assigns, covenants and agrees s that no structures will be erected over or under said underground and/or above ground electric facilities or erected in such close proximity to said electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments thereto.

The grantor its heirs, successors and assigns, further covenants and agrees that the elevation of the existing ground surface within the easement areas will not be altered by more than four (4) inches without the written consent of grantee.

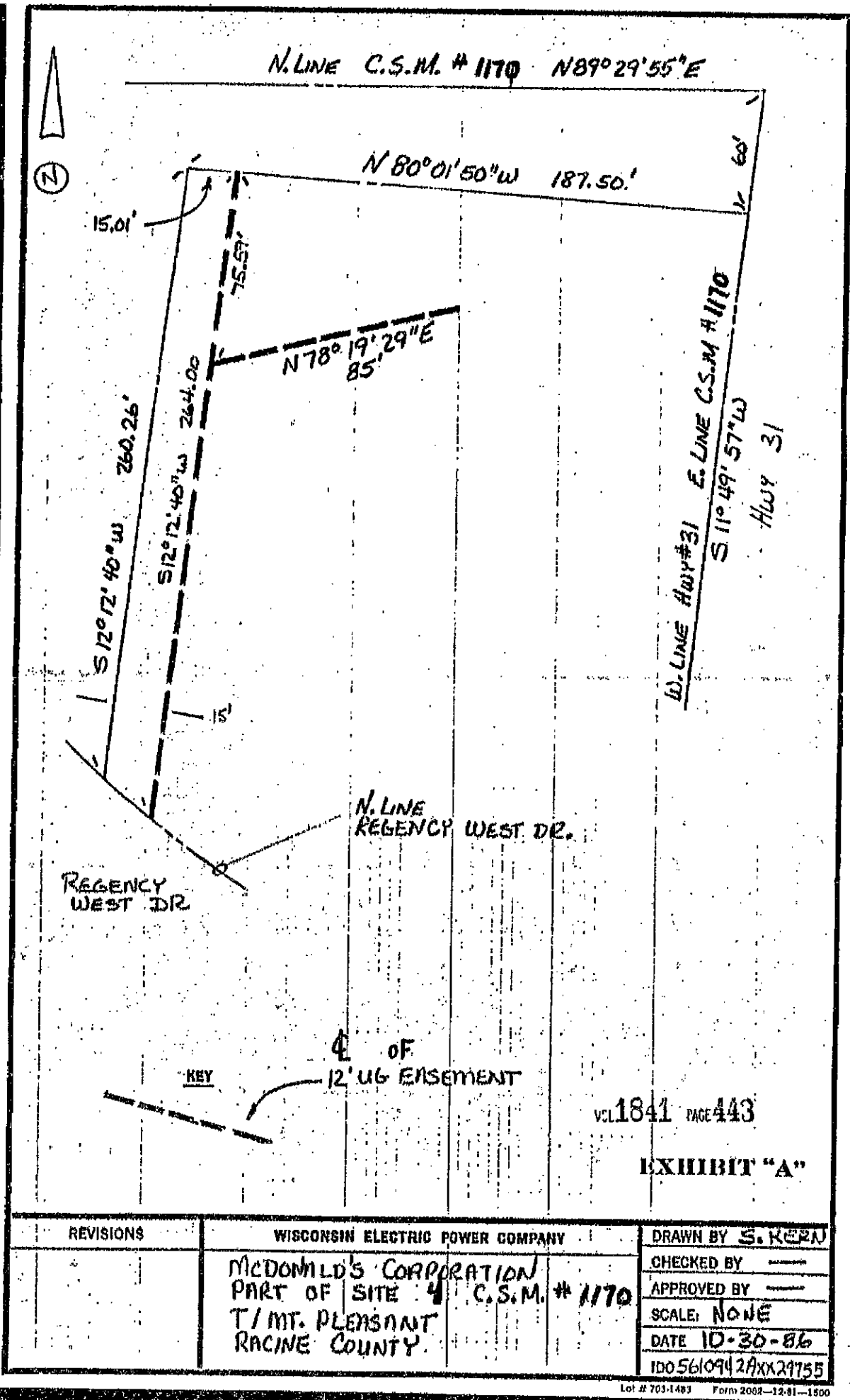
The grantee and its agents shall have the right to enter the premises of the undersigned for the purpose of exercising the rights herein acquired, but the grantee agrees to restore or cause to have restored, the premises of the undersigned, as nearly as is reasonably possible, to the condition existing prior to such entry by the grantee or its agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities or to any brush or trees which may be removed at any time pursuant to the rights herein granted.

It is understood and agreed that the entire agreement of the parties is contained in this instrument and that in the event the undersigned seeks to secure electric service from said underground facilities, such service will be rendered upon the installation and energizing of said underground facilities, and then only under the conditions of the grantee's rules and regulations and at the grantee's authorized rates.

This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

008-02-22-28-031-014

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In Presence Of:

Sam Carver
El Macho Tex

_____(SEAL)
_____(SEAL)
_____(SEAL)
_____(SEAL)

MC DONALD'S CORPORATION

By *Beynour Greenman* *hfg*
Beynour Greenman, Vice President

ATTEST:

By *Michael J. Sise*
Michael J. Sise, Assistant Secretary

STATE OF WISCONSIN)
_____) COUNTY) ss

Personally came before me this _____ day of _____, 19____, the above
named _____
to me known to be the person _____ who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ Co., Wis.
My commission expires _____

STATE OF WISCONSIN)
_____) SS
COUNTY)

Personally came before me this _____ day of _____, 19____, the above named _____
to me known to be the person _____ who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ Co., Wis.
My commission expires _____

ILLINOIS
STATE OF WISCONSIN)
Cook COUNTY) ss

Personally come before me this 17th day of November, 1986,
Seymour Greenman, Vice President,
 and Michael J. Sise, Assistant Secretary, of the above
 named corporation, MC DONALD'S CORPORATION

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

APPROVED:

Initials	Date
SK	1-5-8

561094-2A

Cathy A. Jama
Cathy A. Jama
Notary Public, Cook Co., ILL.
My commission expires 11/25/89