Project ID: 2390-12-00/Racine

File Number: 1079109 Refer Inquiries to: Mary K. Payne (mary@knightbarry.com)

Completed on: 12/27/19 7:46 am Last Revised on:12/27/19 7:46 am Printed on:12/27/19 7:46 am



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

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:Regency Point Limited Partnership, a Wisconsin limited partnership

Property address:2500 S Green Bay Road, Racine, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: Parcel 3 of Certified Survey Map No. 1255, recorded in the Office of the Register of Deeds for Racine County, Wisconsin on August 4, 1987 in Volume 3 of Certified Survey Maps, Page 652, as Document No. 1236698, being a part of the Northwest ¼ of the Southwest ¼ and the Southwest ¼ of the Northwest ¼ of Section 24, and the Northeast ¼ of the Southeast ¼ of Section 23, Township 3 North, Range 22 East. Said land being in the City of Racine, County of Racine, State of Wisconsin.

Tax Key No: 23902000

Mortgages / Leases / Land Contracts / UCC

Memorandum of Lease and other matters contained in instrument recorded March 21, 1994, in Volume 2355, Page 314, as Document No. 1459057.

Memorandum of Lease and other matters contained in instrument recorded March 22, 2000, in Volume 3013, Page 745, as Document No. 1721239.

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 1255 recorded August 4, 1987 as Document No. 1236698.

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.

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.



DOT Title Report

Project ID: 2390-12-00/Racine

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 7:46 am

Last Revised on:12/27/19 7:46 am

Printed on:12/27/19 7:46 am

File Number: 1079109

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

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.

Declaration of Restrictions and other matters contained in the instrument recorded June 9, 1987 in Volume 1869, Page 247 as Document No. 1231812.

Model Agreement and other matters contained in the instrument recorded June 9, 1987 in Volume 1869, Page 255 as Document No. 1231813.

Land Use Agreement and other matters contained in the instrument recorded December 30, 1987 in Volume 1896, Page 539 as Document No. 1247144.

Wisconsin Electric Power Company and Wisconsin Bell, Inc. Easement and other matters contained in the instrument recorded June 20, 1988 in Volume 1918, Page 33 as Document No. 1258988.

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 \$40,980.68, 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.





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 7:46 am
Last Revised on:12/27/19 7:46 am
Printed on:12/27/19 7:46 am

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).





1079109

Search powered by



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

City of Racine Web Portal - Property Summary

Property: 23902000

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2018 🔻	Real Estate	23902000	276 - CITY OF RACINE	2500 S GREEN BAY RD	REGENCY POINT LIMITED PART C/O BYRON FRENZ 1116 WELLESLEY RD MADISON WI 53705
Tax Year Legenc	i: $\phi_{ij} =$	owes prior year taxes	₩ = not assess	ed 🕼 = not taxed	Dellinquent Current

Summary

Property Summary

23902000
Current Description
7/11/2017
The following production of the production of th
0.000

Property Addresses

Primary 📥	Address
Z	2500 S GREEN BAY RD RACINE 53406
I with a state of the state of	AND THE PROPERTY OF THE PROPER

Owners

- L	A CONTRACTOR OF THE PROPERTY O		
<u>Name</u>		The second secon	T-11-11-11-11-11-11-11-11-11-11-11-11-11
<u> </u>	l Status		
######################################	1	Ownership Type	Interest
		The second secon	***************************************
REGENCY POINT LIMITED PART	CURRENT OWNER		
	1 OOLUGE IN ONNINEIL	1	10.00
	######################################	NOTE THE PARTY OF	1 0.00

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Legal Description

NW 1/4 SW 1/4 SEC 24-3-22 PCL 3 CSM NO 1255 REC VOL 1885 RECS PG 989

Public Land Survey - Property Descriptions

No Property Descriptions were found

District

<u>Code</u> ▲	<u>Description</u>	Category
0600	GATEWAY TECHINCAL COLLEGE	TECHNICAL COLLEGE
276	LOCAL	OTHER DISTRICT
	RACINE COUNTY	
	STATE OF WISCONSIN	### ##################################
	A STATE STATE COLUMN CO	44 4489 \$577 \$487 \$477 \$487

UNIFIED SCHOOL

REGULAR SCHOOL

Building Information

Buildings

Assessments

Assessment Summary

Estimated Fair Market Value: 1413000

Assessment Ratio: 0.9830 Legal Acres: 0.000

2018 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	491400	897600	1389000
ALL CLASSES	0.000	491400	897600	1389000

2017 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0,000	491400	897600	1389000
ALL CLASSES	0 .000	491400	897600	1389000

Taxes

Tax Summary

(#####################################	P-91/59412/92/1959/04/4 mm/ p-95/2000 1941/94/4/1941/1941/1941/1941/1941/1941	
Î Bill#: 26205		***
1 Dill #. 20200	Net Mill Rate: 4 020468700	ŧ
Constitution of the contract o	PROPERTY AND	ł
	The state of the s	2

Lottery Credits

- 1	Claims	D-4-	The state of the s
- 1	Olamija	Date	Amount
- 1	*************************************	THE PROPERTY OF THE PROPERTY O	Amount
- 1	Δ		AND AND THE PARTY OF THE PARTY
- 1	· ·		[00,0
٠	BANDERS NOT AND	TOTAL PORT OF THE PROPERTY OF SERVICE STREET STREET, CONTRACT CONT	U.VU

Installments

Due Date	Amount
1/31/2019	10848.67
3/31/2019	10110.67
5/31/2019	19110.67
7/31/2019	10110.67

Payments

	Payment Date	Туре	<u>Amount</u>	Receipt#	Notes
Posted	12/21/2018	Т	40980,68	00784	REGENCY POINT LIMITED PARTNERSHIP #1008

		THE CHARLES AND ADDRESS OF THE PROPERTY OF THE	
	Kev	Property Type: RE - Real Estate, PP - Personal Property	7
-		Troporty Typortial Troductor, TT = Tolsonal Property	ı
	\$	Promont Type A Adjustment D Dedgesties T Owner Type O Head	4
	, ,	Payment Type: A - Adjustment, R - Redemption, T - Current Tax, Q - Quit Claim, D - Write Off Deeded, B - Write Off Bankruptcy	Т
	A Prime section of the section of	THE OIL DESIGNATION OF THE PROPERTY OF THE PRO	1

Details

PROPERTY AND ADDRESS OF THE PROPERTY OF THE PR	A Angles to the real terms to the terms of t	processory and the second seco	Marrows & Marindon Santana
Description	Amount	Paid .	Due
Gross Tax	43048.39	eccent biographic districts in the substitution of the substitutio	
School Credit	2535.72	**************************************	миницијама на постоја ма на
(A) Total	40512.67	197 00 / P 1980 18 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 	**************************************

Description	Amount		Paid	Due	
GATEWAY TECHINCAL COLLEGE	Control of the Contro	THE RESIDENCE OF THE PARTY OF T	1136.75		A CONTRACTOR AND A STREET OF THE PROPERTY OF T
LOCAL	#####On Flottiful de On Chartan Lac Decarations (5 p	CCS MARQ (ACSOSSA 660-902+650(x200) (6 pilot (66) 46 905 27 9)	22969.26		
RACINE COUNTY	NAMES OF THE PERSON OF THE PER	**************************************	4811.51		
STATE OF WISCONSIN		#16 46 \$1 66 36 66644454 3 57 ₄ 357 ₄ 477-\$7 5 2006 <u>36</u> 474 ₅ 574 <u>5</u> 574	0.00		
UNIFIED SCHOOL	h	11	595,15		
First Dollar Credit		110000000000000000000000000000000000000	69.99	-	**************************************
Lottery Credit		CONTROL OF THE PROPERTY OF THE	0.00	<u> </u>	
Net Tax		40442.68		40442.68	0.00
Special Assessments		0.00		0.00	0.00
Special Charges ■ Company of the sp		538.00		538.00	0.00
Fire Inspection	emercial de Calendero, Imprejo y Camera e progga e per	475.00			H448-155-144-1-4-t-t-t-t-t-t-t-t-t-t-t-t-t-t-t-t
SANITARY SEWER MAINTENANCE	MANA, 1988-1-11 MINISTER STORAGE STORA	63.00			
Delinquent Utility	Anticipa de cicloseca calego canoques percena	4- 40-100-11-0-11-11-00-0-1-0-0-1-0-0-1-0	0.00	0.00	0.00
PrivateForest Crop	4,19,14,19,19	ON THE THE PARTY OF THE PARTY O	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	The state of the s		0.00	0.00	
Penalty			-	0.00	0.00
TOTAL		and the second s	40980.68	40980.68	0.00

Tax History

Interest/Penalty Date 11/12/2019

Year	Amount	Interest Paid	Penalties Paid	Pald	Last Paid	Amount Due	Statu s
2018	40980.68	0.00	0.00	40980.68	12/21/201 8	0.00	Paid
2017	42820.22	0.00	0,00	42820,22	12/19/201 7	0.00	Pald
2016	43779,23	0.00	0.00	43779.23	12/22/201 6	0.00	Paid
2015	44222.46	0,00	0,00	44222.46	12/16/201 5	0.00	Paid
2014	42069,49	0.00	0,00	42069.49	12/19/201 4	0.00	Pald
2013	41950.78	0.00	0.00	41950.78	12/27/201 3	0.00	Paid
TOTA L	255822.8 6	0.90	0,00	255822.8 6	Professional International Schools (America)	0.00	M

^{*}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

Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Search for: regency point I	Search Records	Search Advanced Search Name Availability
Corporate Records	Result of lockup for R0:	27077 (at 11/15/2019 4:12 PM)

REGENCY POINT LIMITED PARTNERSHIP

You can: File an Annual Report - Request a Certificate of Status - File a Registered Agent/Office Update Form

Vital Statistics

Entity ID

R027077

Registered Effective Date 10/30/1989

Period of Existence

TRM

Status

Incorporated/Qualified/Registered Request a Certificate of Status

Status Date

10/30/1989

Entity Type

Domestic Limited Partnership

Annual Report Requirements

Limited Partnerships are not required to file an Annual Report with this Department,

Addresses

Registered Agent

Office

BYRON L FRENZ 1116 WELLESLEY RD MADISON, WI 53705

File a Registered Agent/Office Update Form

Principal Office

1116 WELLESLEY RD MADISON, WI 53705

UNITED STATES OF AMERICA

Historical Information

Annual Reports

None

Certificates of Newly-elected Officers/Directors None

Old Names

None

Chronology

Effective Date	Transaction	Filed Date	Description
10/30/1989	Incorporated/Qualified/Registered	10/30/1989	
06/27/1990	Amendment	06/27/1990	**************************************

Order a Document Copy

1296672

1.296672	MT COMM
	Register's Office Racine County, Wis.
LIBERTY SQUARE LIMITED PARTNERSHIP, a Wisconsin limited partnership	Received for Record
REGENCY POINT LIMITED PARTNERSHIP, a Wisconsin limited partnership	of Reside on page 230
e following described real estate in	Regimer of Deale ### Application of Deale ##################################
	Milwaukee, WI 53209

Parcel 3 of Certified Survey Map No. 1255, recorded in the Office of the Register of Deeds for Recine County, Wisconsin on August 4, 1987 in Volume 3 of County, Wisconsin on August 4, 1987 in Volume 3 of Certified Survey Maps, at page 652, as Document No. 1236695, being a part of the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 24, and the Northwest 1/4 of the Northwest 1/4 of Section 25, Township 3 North, Range 22 East. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wimconmin.

Tex Code: 51-000#03-22-24-016-110 276-0000-23902-000

ut"	
Thisisnot homestead property.	
Dated this	Qatober, 19.89
David Cunhingham (SEAL)	by: O (SEAL) Everett J. Frenz (SEAL) General Partner
HOITAGITUA C	ACKNOWLDDGMENT
Signature(s) David Cunningham and	STATE OF WISCONSIN
authenticated this 26thay of October 1089	Personally came before me this
TITLE: MEMBER STATE BAR OF WISCONSIN (If not, suthorized by § 706.08, Wis. Stats.)	
THIS INSTRUMENT WAS DRAFTED BY	to me known to be the person who executed the foregoing instrument and acknowledge the same.

. (Signatures may be authenticated or acknowledged. Both are not necessary.)	Notary Public
	VOL 1988 PAGE 290

DOCUMENT NO,	WARRANTY STATE BAR OF WISCONS	DEED SIN FORM 2 1982	THIE SPACE RESE	лүкр рон пеорен бач
134	4303	FORMAL STREET, William Control of the Control of th	Register's Office	g \
This Deed, made bet LIMITED PARTNERSHIP partnership xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	ween R-O ASSOCIATE, a Wisconsin limited part part part and Grantor, f	Grantor, LIMITED nership Grantee, or a	Racins County, Received for Re Octob o'clock 14 M. & of Reco Life And the Reco Reco Reco Reco Reco Reco Reco Reco	Wis.
in Volume 3 of Ce 1236698, being a the Southwest 1/4 east 1/4 of the S 22 East. Said la Racine, State of	-03-22-24-018-110	ys, at page 6 west 1/4 of t 1/4 of Secti ection 23, To own of Mt. Pl	52, as Doo he Southwe on 24, and	Just 4, 1987 Sument No. Sest 1/4 and the North-
warrants that the encimbrances except and ordinances regulating Dated this 30th	and singular the herebelonging; And R-O A	easible in fee s ments and restr ses and taxes in September	ine Limited imple and f ictions of om January	Partnership ree and olear of record, if any, i, 19.87.
***************************************	(SEAL)			
*		•		
* and will warrant and de AUTHENTIC		ACKN	OWLEDGM	is n t
Signature(s)		STATE OF WISCON	isin)	İ
authenticated thisday of	, 19	*******************************	before me this	as. day of the above named
* TITLE: MEMBER STATE DAR	Att breath and	*****************************		***************************************
(If not, authorized by § 706.06, Wie	Clara	************************	***************************************	
THIS INSTRINGENT WAS DOAT		to me known to be the foregoing instrument :	nerson	Who avecuted the

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

V.1885 PACE 989
(Signatures may be authenticated or acknowledged. Both are not necessary.) R& 28,685

THIS INSTRUMENT WAS DRAFTED BY Attorney Robert B. Peregrine

Notary Public Gounty, Wis.

My Commission is permanent. (If not, state expiration date: , 19)

SIGNATURES AND ACKNOWLEDGMENTS

R-O ASSOCIATES OF RACINE LIMITED PARTNERSHIP

BY: REDMOND DEVELOPMENT CORPORATION,

General/Partner

Thomas J. Redmond, President

ATTEST:

Mark D. Redmond, Secretary

Thomas J. Redmond, General Partner

CORPORATE ACKNOWLEDGMENT

STATE OF WISCONSIN)
MILW.JKEE COUNTY) as

Personally came before me this 30th day of September 1987, Thomas J. Redmond, President and Mark D. Redmond, Secretary of Redmond Development Corporation, a General Partner of R-O Associates of Racine Limited Partnership, to me known to be the persons who executed the foregoing instrument and to me known to be the President and Secretary of Redmond Development Corporation which the Redmond Development Corporation and Secretary of Redmond Development Corporation with the Redmond Development Corporation and Secretary of Redmond Development Corporation with the Redmond Development Corporation and Secretary of Redmond Development Corporation with the Redmond Development Corporation of Redmond Development Corporation and Secretary of Redmond Development Corporation Development Development Corporation Development Development Development Dev

ROBERT B. PEREGRINE

OF WISC

ROBERT B.

PEREGRINE

E OF WISC

Robert B. Peregrine
Notary Public, State of Wisconsin
My Commission is permanent.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WISCONSIN)
MILWAUKEE COUNTY) ss.

Personally came before me this 30th day of September / 1987, Thomas J. Redmond, one of the General Partners of R-O partnership, to me known to be the person who executed the foregoing and attached instrument and acknowledged that he has executed the foregoing and attached instrument as such general RY PUC Market September / RY P

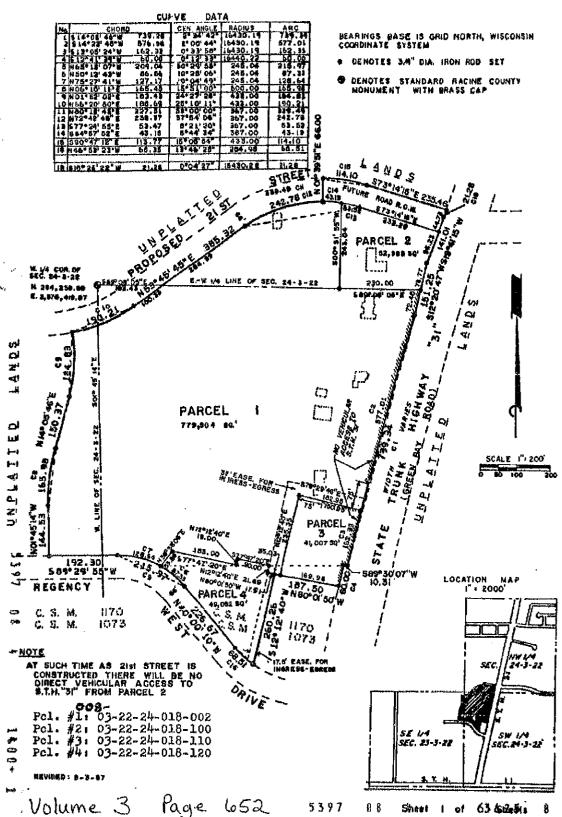
Robert B. Peregrine

Notary Public, State of Wisconsin My Commission is permanent.

V21 1885 PAGE 990

CERTIFIED SURVEY MAP No. 1255

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



1255 SURVEY MAP No. CERTIFIED PART OF THE NW 1/4 OF THE SW 1/4 AND SW 1/4 OF THE NW 1/4 OF SEC. 24 AND THE NE 1/4 OF THE SE U4 OF SEC. 23, T. 3 N., R. 22 E., IN THE TOWN OF MT PLEASANT, RACINE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE
I. WALKER R. MADSEN, hereby certify that I have prepared this Certified Survey Map, the exterior boundaries of which are described as: That par of the West 1 of Section 24, and of the Southeast 1 of Section 23, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, of the west 7 of Section 24, and of the Southeast 7 of Section 23, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Commence at a standard Racine County monument marking the West 1 corner of said Section 24; run thence \$89°08'05" E 183, 43 feet along the East-West 1 line of said Section 24 to the point of beginning of this description; run thence N53°45'45" E 284.99 feet to a point on a curve of Northerly convexity whose radius is 367.00 feet and whose chord bears N72°42'48"E 238.37 feet; thence Easterly on the arc of said curve 242.78 feet; thence N01°39'51"E 66 feet to a point on a curve of Northerly convexity whose radius is 433.00 feet and whose chord bears \$80°47'12"E 113.77 feet; thence Easterly on the arc of said curve 114.10 feet; thence \$73°14'15"E 235.46 feet to the Westerly line of S.T.H. #31 and a point on a curve of Westerly convexity whose radius is 16430.22 feet and whose chord bears \$16°26'22"W 21.28 feet; thence Southerly on the arc of said curve and the Westerly line of S.T.H. #31 21.28 feet; thence \$19°41'15"W 141.01 feet along the Westerly line of S.T.H. #31 to a point on a curve of Westerly convexity whose radius is 16,430.19 feet and whose chord bears \$14°05'46"W 739.28 feet; thence Southerly on the arc of said curve and the Westerly line of S.T.H. #31 739.38 feet; thence \$89°30'07"W 10.31 feet to a point on a curve of Westerly convexity whose radius is 16,440.22 feet and whose chord bears \$12°41'39"W 60.00 feet; thence Southerly 60.04 feet along the arc of said curve; thence N80°01'50"W 167.50 feet; thence \$12°12'40"W 260.26 feet to the Northeasterly line of Regency West Drive and a point on a curve of Southwesterly line of Regency West Drive and a point on a curve of Southwesterly line of Regency West Drive and a point on a curve of Southwesterly line of Regency West Drive and a point on a curve of Southwesterly line of Regency West Drive and a point on a curve of Southwesterly line of Regency West Drive and a point on a curve of line of Regency West Drive and a point on a curve of Southwesterly convexity whose radius is 284.98 feet and whose chord bears N46°53'53"W 68.35 feet; thence Northwesterly on the arc of said curve and the Northeasterly line of Regency West Drive 68.51 feet; thence N40°00'10"W 226.67 feet along the Northeasterly 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 Northeasterly line of Regency West Drive 215.97 feet; thence S89°29'55"W 192.30 feet; thence N01°45'14"W 144.53 feet to a point on a curve of Westerly convexity whose radius is 600.00 feet. and whose chord bears N06°10'16"E convexity whose radius is 600.00 feet, and whose chord bears NO6.10.16 165.45 feet; thence Northerly on the arc of said curve 165.98 feet; thence N14.05 46 15.37 feet to a point on a curve of Easterly convexity whose radius is 433.00 feet and whose chord bears N01.2 183.43 feet; thence Northerly on the arc of said curve 184.83 feet to a point on a curve of Southeasterly convexity whose radius is 433.00 feet and whose radius is 433.00 feet arc of said curve 184.83 feet to a point on a curve of Southeasterly convexity whose radius is 433.00 feet Southeasterly convexity, whose radius is 433.00 feet and whose chord bears N66°20'50"E 188.69 feet; thence Northeasterly on the arc of said curve 190.21 feet; thence N53°45'45E 100.33 feet to the point of beginning. Containing 21.188 acres.

May 15, 1987 Revise Revised May 27, 1987 Revised August 3, 1987

Walter R. Madsen 1339 Washington Avenue

Racine, Wisconsin 53403

L Cir

Volume 3

Sheet 2 of 6 Sheets

1255 CERTIFIED SURVEY MAP No. PART OF THE NW 1/4 OF THE SW 1/4 AND SW 1/4 OF THE NW 1/4 OF SEC. 24 AND THE NE 1/4 OF THE SE 1/4 OF SEC. 23, T. 3 N., R. 22 E., IN THE TOWN OF ME PLEASANT, RACINE COUNTY, WISCONSIN TOWN'S CERTIFICATE
APPROVED as a Certified Survey Map this 4th
1987. Carol Jensen Clerk TOWN OF MT. PLEASANT APPROVED as a Cortified Survey Map the 18th OWNER'S CERTIFICATE OF DEDICATION
As Owners, we hereby certify that we caused the land described above to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of Section 8.06 of the Racine County Land Division Ordinance and Section 101.06 of the Mt. Pleasant Land Division Control WITNESS the hand and seal of said Owners this 27 TULY , 1987. N-O AGSOCIATES OF RACINE LINITED PARTHERENIE REDNORD DEVELOPMENT CORPORATION, General Partner went. ATTERNT. CORPORATE ACKNOWLEDGHENT STATE OF WISCONSIN | HILHAUKER COUNTY Parmonally came before me this 27 day of JULY 1997. Thomes J. Radmond, President and Mark 6. Radmond, Secretary of Radmond Development Corporation, a Caneral Partner of an Amsonister of Radine Limited Pertnership, to me known to be the paraging who executed the foregoing inetroment and to me known to be the bethe Persident and decretary of Radmond Development Corporation and acknowledged that they amounted the foregoing and attached instrument as such officers as the dead of the corporation by its authority as a General Partner of said limited partnership. TARY PUR ROBERT B. PEREGRINE OF WISE nodert b. Peregrins Rotary Public, State of Misconsin My Commission is permanent. THRIAT DAVY VCKHOHFEDGHERS. STATE OF MISCONGIN } HITAVORER CORMIA Personally came before me thin 27 day of JULY is fromat J. Stadmond, one of the General Partners of None of the General Partners of None partnership, to me known to be the person who executed the toregoing and attached instrument and acknowledged that he has executed the foregoing acid attached instrument as such general partners as the deed of waid partnership by its authority. ROBERT B. PEREGRINE OF WE CON Robert S. Perugrine Motory Public, State of Wisconsin

Mailing Address of R-O Associates of Racine Limited Partnership: W228 N727 Westmound Drive Waukesha, WI 53186

Sheet 3 of 6 Sheets

PART OF THE NW MA OF THE SW MA AND SW MA OF THE NW MA OF SEC. 24 AND THE NE MA OF THE SE WA OF SEC. 23, T.3 N. R. 23 E., IN INCE
TOWN OF MY PLEASANT, RACINE COUNTY, WISCONSIM

NO CORPORATE SEAL

SEKAO, INC.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISCONSIN

MACINE COUNTY

Personally came before me this 24th day of 1987, Glenn A. Oakes and Sandra M. Oakes, to me known to be persons who executed the foregoing and attached instrument acknowledged the same.

Joseph J. Mutatorn, Et. Motary Public, State of Misconsis My Commission is parament.

COPPORATE ACKNOWLEDGHERY

STATE OF MISCONSIN)

RACINE COUNTY

Personally came before me this 24th day of July 1987, Clenn A. Cakes, President and Sandra H. Cakes, Sebretary of SEKAO, INC., to me known to be the persons who executed the foregoing instrument and to me known to be the president and secretary of SEKAO, INC. and acknowledged that they executed the foregoing instrument as such officers as the deed of the corporation by its authority.

pph d. Muistore, sr. kry Public, State of Wirconsis Commission is permenent.

Mailing Address of Glenn A. Cakes, Sandra M. Oakes and SEKAO, Inc. 2300 South Green Bay Road Racine, Wisconsin 53406

Volume 3 Page 655

Sheet 4 of 6 Sheets

No. MAP CERTIFIED PART OF THE NW 1/4 OF THE SW 1/4 AND SW 1/4 OF THE NW 1/4 OF SEC. 24 AND THE NE 1/4 OF THE SE V4 OF SEC. 23, T. 3 N., R. 22 E., IN THE TOWN OF ME PLEASANT, RACINE COUNTY, WISCONSIN

HARINE BANK, NATIONAL ASSOCIATION

ATTEST:

Donald Griffin, Ji. Senior Vice President CORPORATE ACKNOWLEDGHENT

STATE OF WISCONSIN) MILHAUKEE COUNTY

Personally came before me this 37 day of July 1997, Donald s. Peetz, Vice President and Downto Green To. So Notestary of Marine Bank, National Association, to me known to be the persons who executed the foregoing instrument and to me known to be the Vice President and Secretary of Marine Bank, National Association, and acknowledged that they executed the foregoing and attached instrument as such officers as the deed of the corporation by its authority.

MANNINE !

Dolores A Janua Notary Public, State of Wisconsin My Committation: 1-15-59

Sheet 5 of 6 Sheets

Volume 3

Page 656

1255 CERTIFIED SURVEY MAP NO. 125

PART OF THE NW 1/4 OF THE SW 1/4 AND SW 1/4 OF THE NW 1/4 OF SEC. 24 AND THE NE 1/4 OF THE SE 1/4 OF SEC. 25, T. 3 R., R. R. E., IN THE TOWN OF MT. PLEASANT, RACINE COUNTY, WISCONSIN MAP

CREATIVE EQUITY COMPANY, a general partnership William A. Heinlien, Partner PARTNERSHIP ACKNOWLEDGMENT STATE OF WISCONSIN) Personally came before me this 29° day of JULY 1987, Steven C. Boysa and William A. Helnlein, the general partners of Creative Equity Company, a Wisconsin partnership, to me known to be the persons who executed the foregoing and attached instrument and acknowledged that they have executed the memoregoing and attached instrument as such general partners as the Posts of said partnership by its authority. MILWAUKEE COUNTY ROBERT B. Robert B. Peregrine Notary Public, State of Wisconsin My commission is permanent. PEREGRINE WISC INDIVIDUAL ACKNOWLEDGMENT STATE OF WISCONSIN MILWAUKEE COUNTY Personally came before me this 7-9 day of July 1987, Steven C. Boysa, and Grace E. Boysa, bis wife, and Hilliam A. Heinlein, and Marilyn K. Heinlein, his wife, to me known to be the persons who executed the foregoing and attached instrument Rang aknowledged the same Robert B. Peregrine
Notary Public, State of Wisconsin
My commission: is permanent
Regular URL 58 ROBERT B. PEREGRINE Racine County, Wis. OF WISCO Reserved for Record 47 day of A.D. 19 8 7 at 10.45 project A.M. and recorded in Volume 3 Mailing Address of Steven C. Boyse, Grace E. Boysa, his wife, and William A. Heinlein, and Marilyn K. Heinlein, his wife and Creative Equity Company: ... on page 💢 n.M. Schutten Register of Deads 10909 Nest Bluemound Road Wauwatosa, NI 53226 Sheet 6 of 6 Sheets

Volume 3 Page 657

ŰF

Register's Office Racine County, Wis. { Lot 1 -008-63-22-23-031-011 Regelved for Record 30th day of August 11:13
O'clock A M and recorded in Volume 3
of 5501 on page 429-43 1012 - 008 · 03 · 22 - 23 - 031 - 012 -Tol 3 - 008 -03 - 22 - 23 - 013 -14 4-008-03 -22-23-031-014/ On 1 - 008-03-22 - 23-031-015/ 1207188 From: OOS-03-02-03-031-010 Frame. Schullen

COS-03-03-03-050 Proper MAP No. 1170

Being a redivision of Lots 2 and 3 of CERTIFIED SURVEY MAP No. 1073.
Located in the Southwest 4 of Section 24 and the Southeast 1 of Section 23 Town 3 North. Range 22 East. Town of Mt. Helen M. Schutten t of Section 23, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin. Owner: Racine County (Not to Scale) Lucation Sketch (Ub) to Scote) 312.69 192.58 Outlos 1 Beare 14=200 1117"22"40"A UNPLATIED WEST 21460 " Markey Unplaying . ① E.H. H اي. زان 481 CAMERUSE & Lot 65,726. 10.5% VCEASS IN BASE Ŗ OF LIGHT Big 2 C. O. 1975 REGERCY MALL = J47.08 CROSS IN MANHUERIM 589" KB'49" W 204.00 THE PROPERTY OF \$(1<u>4.3</u> CBM. 1913 \$ 89° 20' 44" W 618.61 LEGEND O - FOODO IRON PIPE FOUND IRON ROD Sept. 5 1986. Bly " I len Rett det 30" Land, 'I regilled 47 Least is its jim ft. Revised Sept. 22 1986, BE Corner Bestion 23-3-22 Bu Corner Bestion 24-3-22 1) - FOUND County Haroment Jensen Surveying & Mapping S.C. 45 S. Wisconsin St. P.O. Box 322 # Above outher 1 is reserved for surminal sale to the cumors job abutting lands Elkhorn, Wisconsin. 53121 (414) 723-3434 o Phicular Access. CURVE DATA Ourve Lot Central Angle Radius Chórd Chord Bearing 34°41'31" 20°25'07" 108.41 5 73009119" E N 50012144" W 179,04 106,76 2 245.04 284.98 87.32 86,86 13046(28" 24023125" N 460 38 24 W N 650 58 20 5 W S 120 12 139 7 W 3 á 68.51 68, 35 121.31 120.40 217.22 284,98 56 0045125.3" 217.23 16440,22 0012132.8" 60.00 16440.22 277.23 16440.22 S 12º41'38.7"W S 12º18'56" W 60.00 277.22

Pg. 1 of 3 Pgs.

186,33 N 59005106" W

control of the mention of the second of the second of the second

Outly 1

00571581 380091531

189.82

284.98

CERTIFIED SURVEY MAP No. 11 10

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 t of Section 24 and the Southeast t 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 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 1045!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 78029!11" W, along said South line, 55,67 feet;
thence S 89025!49" W, along said South line, 51,61 feet;
thence N 1045!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 89029!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=34041'31" radius
179.04, chord bears S 73009'19" E 106.76 feet) 108.41 feet
to the Point of Beginning; thence S 11002'17" W, along the
West line of Site 2 of CERTIFIED SURVEY MAP No. 1073, 549.96
feet; thence S 89025'49" W, along the North line of Site 3
of CERTIFIED SURVEY MAP No. 1073, 294.00 feet; thence
N 1045'14" 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 89029'55" 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= 34041'31" radius=
179.04, chord bears S 73009'19" E 106.76) 108.41 feet; thence
N 17022'40" E, across said Regency West Drive, 68.12 feet to
a point on the North line of said Regency West Drive; thence
N 89029'55" 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 angles 057158" Map, the exterior boundaries of which are described as : Highway "31"; thence Southwesterly along said West line and the arc of a curve to the left (central angle= 0057'58" radius= 16,440.22, chord bears S 12018'56" W 277.22 feet) radius= 16,440.22, chord bears S 12°18'56" W 277.22 feet)
277.23 feet; thence S114957W 74.56 to N.1ine Regency West Dr.;
thence N 78°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°09'53", radius 284.98,
chord bears N 59°05'06" W 186.33) 189.82 feet; thence
N 40°00'10" W, along said North line, 226.67 feet; thence
Northwesterly along said North line and the arc of a curve to
the 1eft (central angle= 20°25'07", radius= 245.04, chord
bears N 50°12'44" W 86.86 feet) 87.32 feet; thence S 17°22'40"W
across said Regency West Drive, 68.12 feet to the Point of
Beginning. Parcel contains 50%, 211 central with the 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 Show Of. Thomas R Jensen R.L.S. 1084

VOL 3 PAGE 430

THOMAS P. A.

Pg. 2 of 3 Pgs.

CERTIFIED SURVEY MAP No. 1000

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 t of Section 24 and the Southeast t 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.

Approved as a CERTIFIED SURVEY MAP this 24th day of

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

TOWN BOARD APPROVAL:

Approved as a Certified Survey Map this Aday of

Carol Jenesn, Clerk Town of Mt. Pleasant

THOMAS P. A.

JENSEN

1-1084

ELKHORN

WIS.

Sept. 5 1986. Revised Sept. 22 1986.

ACCESS RESTRICTION:

As owner, I hereby restrict Lot 4 and Outlot 1, in that no owner, possesser, 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 enforceable by the Wisconsin Department of Transportation.

Pg. 3 of 3 Pgs.

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.

LANDS UNPLATTED END OF ROAD DEDICATION N89°29'86"E 573.81 W RESERVED FOR FUTURE ROAD N89*29'55"E 679.69 515.27 \$89°29' 85°W 614.64 SITE 104812 89 LANDS SITE 374877 SITE 196019 20' STORM ORAINAGE EASEMENT UNPLATTED -10' ELECTRIC DTILITY EASEMENT UTILITY __594_09*____*5 N89° 25' 49' E Шį SITE SIAII EGENCY -60' STORM SEWER EASE. MENT (REC. VOL. 1244,F 217) RESERVED FOR FUTURE: ROAD ETORM DRAINAGE EASEMENT (REG. VOL. 1264, R 291) 609" 26' 49"W 519,61 UNPLATTED LANDS SW 1/4 SE 1/4 SEC, 24-3-22 BEARINGS BASE IS GRID NORTH, WISCONSIN COORDINATE SYSTEM DENOTES 3/4" DIA IRON ROD SET DENOTES 3/4" DIA. IRON PIPE FOUND LOCATION ATION MAP SCALE I"= 2000"

	CURVE		DATA		
		CHORD			
CURVE	ARC	RADIUS	LENGTH	BEARING	GEN. ANGLE
, t	233,79	350,98	229,49	N 599 O5' O6" W	38º 09' 54"
2	157, 60	179.04	152,74	N 65º 15' 07" W	500 29' 55"
3	49,39	179.04	49, 24	N47º 64 22" W	15° 48' 24"
4	108,41	179.04	106,76	N 73° 09' 19"W	34941, 31,
5	67.32	245, 04	86,06	S 50º 12 44 E	20° 25' 07"
6	169.82	284, 98	186.33	S 59° 05' 06'E	380 09, 24,,
7	277,23	16440, 22	277.22	S 120 18' 86'1W	000 57 56"

REVISED 4/22/85 REVISED 5/7/Q5

57

Ų,

Ö

JOHN H.
NIELSEN
8-338
RACINE
WIS.

SUH

to a and IRI

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 1 of Section 23 and of the Southwest 1 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 Nol 45'14"W 752.94 point on the East line of said Section 23 located Nol 45'14"N 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 heripping. 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, 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

TOWN BOARD RESOLUTION

"Be it resolved that the Certified Survey Map of part of the Southeast of Section 23 and of the Southwest of Section 24, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, described in the certificate of John H. Mielsen, 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. Pheasant.

DATE: /xuf7,1985 Signed: AKR Carol J. Jeasen, Town Clerk Register's Office

Racine County, Wis. (Received for Record ... o'clock A. M. and recorded in Volume 3.
o'clock A. M. and recorded in Volume 3.
o'clock A. M. and recorded in Volume 3.
o'clock A. M. and recorded in Volume 3.
o'clock A. M. and recorded in Volume 3.
o'clock A. M. and recorded in Volume 3.

Register's Office Racine County, Wis. Received for Record ... A.D. 1980 at 211 o'clock C. M. and recorded in Yolume 3. of C.S.M. on page 3.74 A.D. 198 @ 812117

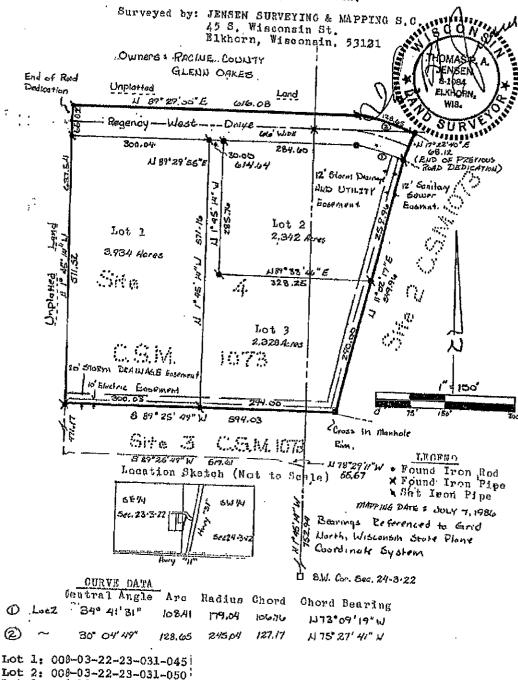
1202462



CERTIFIED SURVEY MAP No. 1151

Being a redivision of Site 4, CERTIFIED SURVEY MAP No. 1073

Part of the S.W. 1 of Section 24, and part of the S.E. 2 of Section 23, T.3N., R.22E., Town of Mount Pleasant, Racine County, Wisconsin.



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

(2)

Pg. 1 of 3 Pgs.

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 1 of Section 24, and part of the Southeast 1 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: more particularly descrided as follows:

Commence at he Southwest corner of said Section 24; thence N 1°45'14" W along the West line of said Section 24, 752.94 feet to the Scuth line of CERTIFIED SURVEY MAP No. 1073; thence N 78°29'11". W along said South Line 55.67 feet; thence S89°25'149" W along said South line 519.61 feet; thence N 1°45'14" W 471.17 feet to the Southwest corner of said Site 4 and the Point Of Deginning; thence continue N 1°45'14" W 637.54 feet to the North line of a 66' Road Dedication thence N 89°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 \$ 75°27'41" E 127.17 feet, with a radius of 245.04, with a central angle of 30°04'49", 108.41 feet; thence \$ 17°22'40" W 68.12 feet; thence \$ 11°02'17" W 549'96 feet; thence \$ 89°25'49" W 594.03 feet to the Point of Beginning. Parcel contains 9.718 acres of land, more or less.

CERTIFICATE OF DEDICATION

Thomas PA Jansen

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

> Kiol kowski County Executive

TOWN BOARD RESOLUTION "Be it resolved that the Certified Survey Map of part of the Southeast t of Section 23 and part of the Southwest t of Section 24, Town 3 North, Range 22 East, Town of Mount Pleasant described in the certificate of Thomas P.A. Jensen, Registered Land Surveyer, 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 heraby certify that the foregoing is a copy of a resolution

adopted by the Town Board of the Town of Mount Pleasant.

Signed:_

Carol J. Jansen, Town Clerk

451711222 THOMAS P. A JENSEN 8-1094 ELKHORN. Wis, SOUR THE

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 Cakes

CITY'S CERTIFICATE
Approved by the Common Council of the City of Racine this

5th day of August, 1986 by resolution.

Anthony J. Schlaffer Clerk, City of Racine.

Approved as a CERTIFIED SURVEY MAP this 1th

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

day of

THOMAS P. A.

JENSEN
8-1084
ELKHORN
WIE.

Pg. 3 of 3 Pgs.

	****			•	
Frate of Wisconsin/ Department of	Transportuition				٠.
F-60-116-49	1 41		DOCUMENT	NO	
7					
his Indentare, Made by	Racine County,	a quasi-mini.	cipal corporatio	n .	
من شده من من من من من واقع او شد الدو الدو الدو الدو الدو الدو الدو الد		, a Corporation d	uly organized and e	de tebus guitely	
y virtue of the laws of the	State of Wisconsin, gr	rantor, of	acine .	County,	
isconsin, heráby convoys				,	
	Transportation, 1			V-18	
	grantec,			the analysis of a star	
	ood and Valuable (•
114 VI	سياب بيووسل إبريك بزالحل أنكاتها المحسنات أبحاكما سار سسنام وسسنانا		·	xestimos	
	See Att.	ached Page 2 .	Register's Office Racine County, Vils.	}ss. 8913	365
	,		Received for Record	41.71	o! ≟ <i>≳</i> Š
•			o'clock A. M. and re		709 202
•			OL D -F	ar Page Jan	270
			Stanley 5:	Balloki Hostetor of Doesis	
			7.17	'i	. '
Compensation for additional iten- hown to callet the owner may file to IN WITNESS WHEREOF.				f any such Items are	·
s President, and countersigned	by	, its Secretar	y, át	Wisconsin.	
ed its corporate seal to be herev	into affixed, this	and day of	October		
		Racine (lounty, Wiscopsii		46
Signed and Scaled	\	11 1	1 000	norslantante	
Cerl 7 Meh	suny>1	County Bos	ard Chairming Ric		100 M
Copijl F. Mohring,	Jr.	Conolectifriedt			建筑
Normal E. Pan	·	Hemu	<u> </u>		15 1
Donald E. Zonz	7	County 21	rk, James A. Air		24,6
STATE OF WISCOMS	51N	Personally came be	fore me, this 18	day of	entiled y
Ranine	County } sn.		otober		
•	- 1	Richar	d B. L. Fayo		-
RECEIVED FOR REC	. טאָט	Novar	ly J. Hopps	Deputy Count	y (1
DAY OF		MANA A MUNICIPAL TOTAL	oration, to me known to going instrument, and	ne the nersons who	•
A, D., 19 AT					
O'GLOCKM. AND RECORE	ED IN VOL		і глар	-	
OF PA	Ja	tion, and acknowl	ty Clark <u>Sect</u> edge that they execute filters as the deed of	d the foregoing to-	
	The second secon	by its authority.			٠.

vgl.1109 #5#341

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, Renge 22 East, described as Follows:

The south 69 feat 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' 25" East, along the centerline of S.T.H. 31, 788 feet to a south property line of the owner and the point of beginning of this description; thence North II. 30' 26" East 202.35 feet along said centerline; thence North II. 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 <u>Desanter 17,878</u>. Kowever, 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 #3

Project T 014-3(34) I.D. 1322-1-21 Page 2 Parcel 57

Edmund Ellsworth King and Ruth S. King, his wife

See attached Page 2 for legal description.

. The consideration stated herein is parament in full for the property described herein and inclides toll compensation for items of damage set forth in sec. 22.09, Wisconsin Statutes, assuming the completion of the improvements contemptated by the relocation order or orders upon which this instrument is based.

Compensation for additional items of change listed in sec. 33.19, Wisconsin Statutes, has not been included. If any such frems are shown to exist the aware may like claims as provided in sec. 33.20, Wisconsin Statutes. IN WITNESS WHEREOF, the said grantor E. ha. Venereunto set their day or November. SIGNED AND SEALED IN PRESENCE OF STATE OF WISCONSIN The foregoing instrument was acknowledged before me this. Bay of November RECEIVED FOR RECORD my Edmund Ellsworth King and Ruth S. King ---- DAY OF -A Ø 19...... AT —.H. AND RECORDED IN VOL. (SEAL) Notary Publick I Lyaukee County, Wisconsin REGISTER OF DEEDS My Commission expires Nov. 13AD, 1977 Negotiated by Scott L. Willman This instrument was dialted by the State of Wisconsia, Department of Transportation, Division of Highways. Project_2390-1-21 vci 1247 page - 3

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

That part of Section 24, Township 3 North, Range 22 East described in Volume 780 of Racine County Records on Page 310, lying between the following described reference line of \$.T.H. 31 and a line 60.00 feet westerly of, as measured normal to, and parallel with said reference line.

measured normal to, and parallel with said reference line.

Said reference line begins at a point in the south line of the southwast one-quarter of said Section 24 which is 310.54 feet South 89° 02' 04" East of the southwast corner of said southwast one-quarter; thence North 11° 30' 49" East 989.94 feet; thence North 11° 49' 57" East 607.62 feet to a point of curve; thence northeasterly along the arc of a 0° 21' curve to the right, (whose radius is 16,370.22 feet and whose long chord bears North 15° 45' 36" East 2245.52 feet) 2244.27 feet to a point of tangency, said point being South 89° 09' 45" East Fee Except 77.25, 938.63 feet, North 11° 49' 57" East 27.50 feet and North 19° 41' 15" East 1123.90 feet of the southwest corner of the northwest one-quarter of said Section 24, as measured along and from the south line of said northwest one-quarter.

This parcel contains 0.04 Acre, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also a Limited Highway Easement for the right to construct cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public

thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Racine County, State of Wisconsin, described as: a strip of land 10 feet in width lying westerly of and adjacent to the above

described parcel.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later, however, no later than December 31, 1976.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on DEC 3. NM However, at the sale discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility com-panies for the purpose of adjusting their facilities to accommodate the proposed, highway construction.

> 949235 negister's Cilke Racina County, Wis. lock (A. M. and recorded in Volume

> > 3.00

siwT999 WOJTATION BRATT

I.D. 2390-1-21

Parcel 2

1243013

AN ORDINANCE

rtegister's Office Racine County, Wis. (

Teleny M. Schutten

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.

FIL

VOL 1889 PAGE 143

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
	M. Quen Darin
	Mayor

Attest:

PETITION FOR DIRECT ANNEXATION TO THE CITY OF RACINE, WISCONSIN

ANNEXATION EXHIBIT "A"

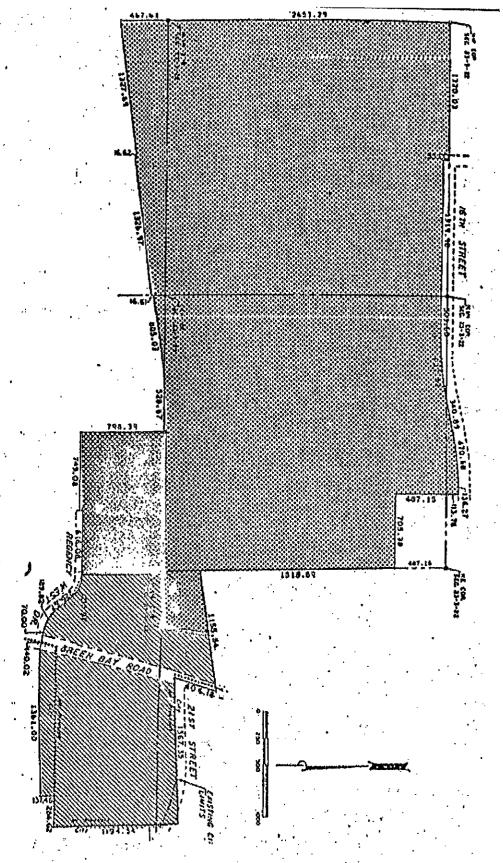
Legal Description of Territory Proposed to be Annexed.

That part of the Southeast 1 of Section 14, the Northwest 1, Northwest 1, Southwest 1 and Southeast 1 of Section 23, and the Southwest 2 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 2 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' 25"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 N83º19'12"E 488.68 feet; thence Easterly on the arc of said curve and the South line of 16th Street 489.5% 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 converity whose radius is 2219.00 feet and whose chord bears N870 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 487.15 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 Chicaso, 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 801°33'25"E 1194.54 feet parallel to the North-South & line of said Section 24; thence N89°08'05"W 286.62 feet parallel to the East-Vest & Line of said Section 24; thence SOO 08 19 E 137.46 feet; thence \$89.51'41"W 1361.00 feet to the East line of Green

Page 1 of 2

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 North-westerly 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 33.0! feet; thence S89°29'55"W 749.08 feet; thence S01°45'14"E 33.0! feet; thence S89°29'55"W 749.08 feet; thence N01°38'03"W 798.39 feet to the East-West 1 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; thence S81°38'51"W 805.03 feet along said right of way; thence S81°38'51"W 1326.97 feet along said Railroad right of way; thence S81°38'51"W 1326.97 feet along said right of way; thence S81°38'51"W 1326.97 feet along said right of way; thence S81°38'51"W 1326.97 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; run thence N01°29'21"W 467.61 feet along said West line of said Section 23; run thence N01°29'21"W 467.61 feet along 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.

Page 2 of 2 Pages.



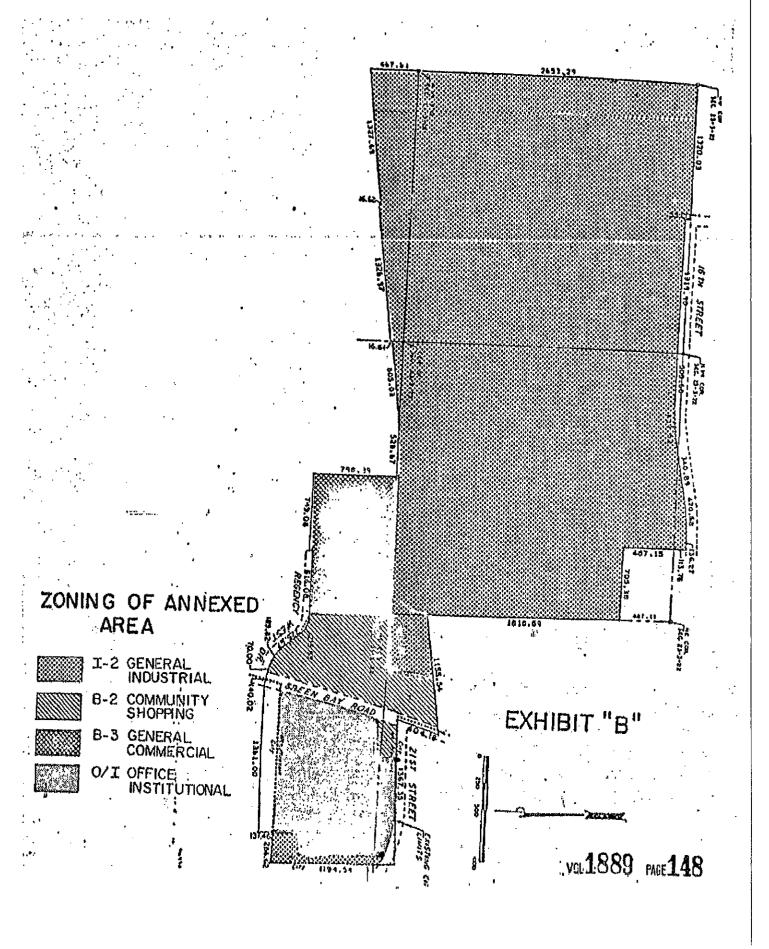
LAND USE PLAN

HEAVYINDUSTRY

COMMUNITY BUSINESS

GENERAL BUSINESS

EXHIBIT "A"



city of RACINE...racine, wisconsin.

CITY OF NAVINE ... PACIF

-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 of Achluffer

&C.AL

Mt. Pleasant		. ,
Parcel #'s	County Comupter #'s	New City Parcel #'s
M2-24-11 M2 24-11-6	008-03-22-24-018-000 008-03-22-24-018-002	276-0000-23901-000- 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	276-0000-23907-0001
M2-23-8 M2-23-71 (Pt)	008-03-22-23-030-000 008-03-22-23-092-000	276-0000-23908-000+ 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 14-28#1-1	.008-03-22-14-096-000	276-0000-27920-000-
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
·	•	

Register's Office (SS

DECLARATION OF BASEMENTS

1169012

AND COVENANTS

12.00 Telen M. Schute

THEREFERENTION OF EAGEMENTS 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

ميمواندين ميمواندين ميمواندين

- (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, Etate 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

TV9L1752 PAGE 604

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 recip
 rocal easements, conditions and restrictions under a general plan

 of maintenance improvement for the benefit of the entire develop
 ment.
- 2. <u>DEFINITIONS</u>. 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.
- (1) "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.
- "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, oustomers 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.

- 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 Areas are as 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 D, 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 Cwner 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 seeds a height of eighteen (18) feet, exclusive of HVAC and er mechanical equipment, antenna, and screening.

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, dart, construction materials or debris allowed to accumulate remain outside of the plyboard or equivalent wall-described Milore or construction allowed to proceed in a manner which interferes with the wisibility, access or operation of the Dovolopment as reasonably determined by the benefitted party, -(ii) no construction of outerier improvements in the Development shall occur during the months of November and December of any calendar-year-after-a-store in the Davelspment-has-spened its' business to the publicy except as permitted in writing by the Owner of the Parcel which has opened for business, in ite no construction shall be performed reagonable discretion. in such a manner as to impede the normal operation and traffic flow within the Development; and (24) 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), if 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 off 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 facia 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 iffic;
- (i) Removal of all paper, debris, filth and refuse, includinitials ing thorough sweeping in the Common Areas necessary to keep the
 reasonably
 Common Areas in a clean and orderly condition but not including
 the cost to remove those items from buildings in the Buildable
 Areas or from trash dumpsters for tenants in such buildings;
 - (j) Removal of snow and ice from all driveways and sidewalks in a reasonable manner;
 - (k) Furnishing all necessary machinery, equipment and supplies used in the operation and maintenance of the Common Areas and the Common Area Improvements; and

- (1) Compliance with all laws, ordinances, orders, rules, regulations and requirements applicable to the Common Areas.
- Self-Help. In addition to the remedies set forth in 7.3. 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 any other Parcel 7.2, the Owner of Persol B 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 Cwner by employing such additional services as in the reasonable disany other Parcel cretion of the Owner of Farcel-B 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 may collect such sums as set forth in Section 13.2.

REAL ESTATE TAXES AND SPECIAL ASSESSMENTS

nitlals

- 8.1. <u>Separate Assessment Taxes</u>. Parcel A, Parcel B and Parcel C shall be separately assessed by all local taxing authorities for real estate tax purposes.
- 8.2. <u>Payment of Taxes</u>. Prior to delinquency, each Owner shall pay all Impositions levied or assessed against its Parcel and the

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 regularments of this Section.

10.3 Policy Requirements.

(a) All insurance required under this Declaration shall:

(i) 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 produced 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, demage, 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.

- Inprovements 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 raxing 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

(VOL 1752 PAGE 630

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.

mance 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 or 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. ESTOPFEL 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 cr 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:
Left Ziolkowski, County Executive

	By: Hubert H. Braun, County Board
•	By: Charge &
	Dennis Kornwolf, County Clerk
	MENARD, INC.
	By: Maus Broke a.
	Mary Prochaska Title: \ \ \ \ \
(SEAL)	
Attest:	,
Title: South	
/ .	-
, , , , , , , , , , , , , , , , , , ,	BEST PRODUCTS CO., INC.
	By: Bernard a Cohun
	Title: Eyec Vice President
(SEAL)	
Attest / May Mull	
Title: Corporate Secre Tressures	tary &
STATE OF	
CITY/COUNTY OF	
Personally came bef	ore me this day of
in the year, the	above-named
	rson who executed the foregoing instru-
ment, and acknowledged t	
(Notarial Seal)	Notary Public in and for said State
	My commission expires:
	-A
	-38- ; VOL 1752 PAGER 41
	, VOLL (UZ PAGENAT

STATE OF Wisconsin	mmind
CITY/COUNTY OF Racine	
Personally came before me	this 16th day of May
in the year 1985, the above-na	amed <u>Len Ziolkowski & Dennis Korpwol</u> i
to me known to be the person wh	no executed the foregoing instru-
ment, and acknowledged the same	William Rock
	lotary Public in and for said State
	William F. Book ly commission exposses is permanent.
./.	
STATE OF Viginia	•
CITY/COUNTY OF _ Neurico	
Personally came before me	
in the year 1985 , the above-na	med Bernard a. Cohen,
to me known to be the person wh	no executed the foregoing instru-
ment, and acknowledged the same	
	Manue O. Wall John Deannie O. Wall
D. Company	ly commission expires: 2/24/877

STATE OF	
CITY/COUNTY OF	
Personally came before me	the day of,
	, as
	as
	Virginia corporation, to me known
	the foregoing instrument, and to
me known to be such	and
of said (orporation, and acknowledged that
they executed the foregoing in	strument as such officers as the
deed of said Corporation, by i	ts authority.
(Notarial Seal)	Notary Public in and for said State
	My commission expires:
STATE OF WISCONSIA CITY/COUNTY OF EAS. Claime	i i i i i i i i i i i i i i i i i i i
and Warren R. Johnson, a	the 13 day of May, as Vice - Resident Secretary, of poration, to me known to be the
persons who executed the fores	oling instrument, and to me known to and Sectetary
of said Corporation, and acknowledge	wisdged that they executed the
foregoing anstrument as such o	officers as the deed of said
Corporation, by its authority (Notarial Seal)	Notary Public in and for said State Robert W. Corey My Commission organizes 15 Affine Market -40-
	· vol.1752 Mce643



Nielsen Madsen & Barber

Consulting Civil Engineers

1339 Washington Avenue Radne, Wisconsin 63403 Radine 414/634-6688 Kenosha 414/662-7902

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.

March 26, 1985

Job No. 85023

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

That part of the Southeast 1 of Section 23 and the Southwest 1 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 No1°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
S-SSS
RACINE,
WIS.

1 VOL 1752 PAGE 644



Nielsen Madsen & Barber

Consulting Civil Engineers

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

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.

REVISED March 26, 1985 February 27, 1985

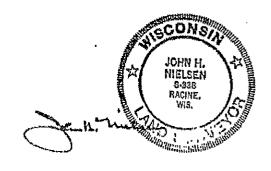
Job No. 85023

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

That part of the Southwest 1 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 Nol 45'14" 1235.77 fest 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.



VOL 1752 PAGE 645



Nielsen Madsen & Barber

Consulating Civil Engineers

1339 Washington Avenue Racine, Wisconsin 53403 Racine 414/634-5588 Kenosha 414/552-7902

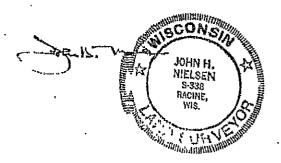
March 26, 1985

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 1 of Section 24. Township 1 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 Nol 45'14" 1839.60 feet from a cast iron highway plate 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 27'.23 feet on the arc of a curve of Northwesterly convexity in the Westerly line of said highway whose radius is 16,440.22 feet and whose chord bears \$12'18'56"W 277.22 feet; thence \$11'49'57'W 74.56 feet on the Westerly line of said highway; thence N78'10'09"W 70.00 feet to the point of curvature of a curve of Southwesterly N59'05'06"W 186.34 feet; thence Northwesterly 189.82 feet on the arc of said curve; thence N40'00'10"W 226.67 feet to the point of curvature of a curve of Northeasterly convexity whose radius is 245.04 feet and whose chord bears N50'12'44"W 86.86 feet; thence Northwesterly 87.32 feet on the arc of said curve to the point of beginning. Containing 2.406 acres.



: VOL 1752 PAGE 646

CERTIFIED SURVEY MAP No. PART OF THE SW. 1/4 OF SEC. 24, AND PART OF THE S.E. 1/4 OF SEC. 23, T. 3 N., R. 22 E., IN THE TOWN OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN. UNPLATTED LANDS

ENGGRADAD PEDICATION
HIT 22 45 E PEDICATION H89°29'83'8 873.81 A RESERVED FOR FUTURE ROAD LANDS SITE 374877 THEORY PRANIANG MEDTA OF 196019 UNPLATTED. MA Trichmic Chirith Systeman STILITY I'M' No I'45 SITE \$89°25'49-8 419.51 UNPLATIED LANDS t.w. com 920. 24-3+22 L.S. com 820. 21-4-22 SEC. 24-3-22 DEARINGS DASE 13 CAID MOSTH, WISCONSIN GCORDINATE SYSTEM O DENOTES A4" OIL 1904 BOY BET LOCATION M. O DENOTESSAT DIA IRON PIPE FOUND DATA CHORD BEARING 233.79 350.99 197.04 49.29 179.04 179.04 179.04 0.52 255.04 189.02 264.07 272.02 1166.02 H55°05'05'W 38°09'B4' H65°15'07'W 50°29'51' H65°15'07'W 50°29'51' 152,74 49,24 106,76 84,66 John H, Nielsen 8338 Raghe, 189.02 264.09 277.04 1040-----NO SURVINO NO SURVINO SHIFT I OF P THE . · vol 1752 PAGE 647

.....

McGuire, Woods & Battle Ross Building

Court Square Building Charlotterville, Vindinia 22901 Telephone (804) 977-2500

RICHMOND, VIRGINIA 20219

Sovram Center Norfolk, Virginia 23810 Telephone (804) 627-7677

(37 Yorn Street Williamsburg, Virginia 23(25 Telephone (504) 229-2293 Treephone (BOA) 844-4131 Cable McWobat Treex 82-7414

Jefferbon Court Washington, D. C. 20007 Telephone (202) 337–1337

FEDERAL EXPRESS

May 15, 1985

RECEIVED

County of Racine 730 Wisconsin Avenue Racine, Wisconsin 53403

MAY 1 6 1985

RACIOE JOUNTY CORPORATION COMMSEL

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

- (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.

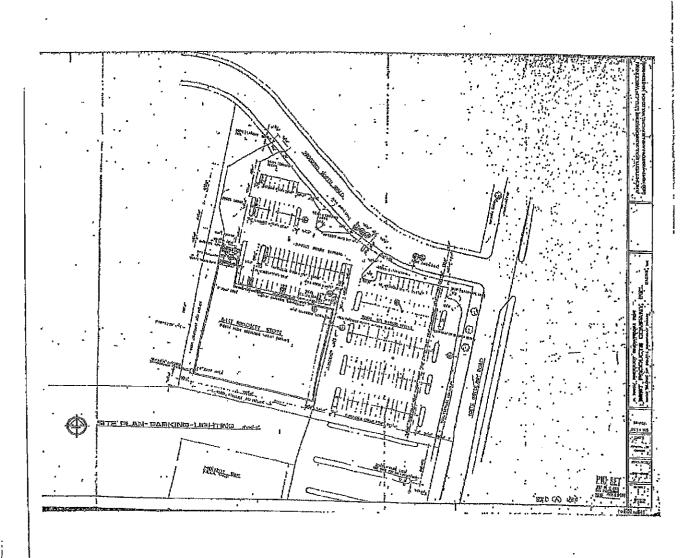
I trust this is the documentation you need. Thank you for your cooperation.

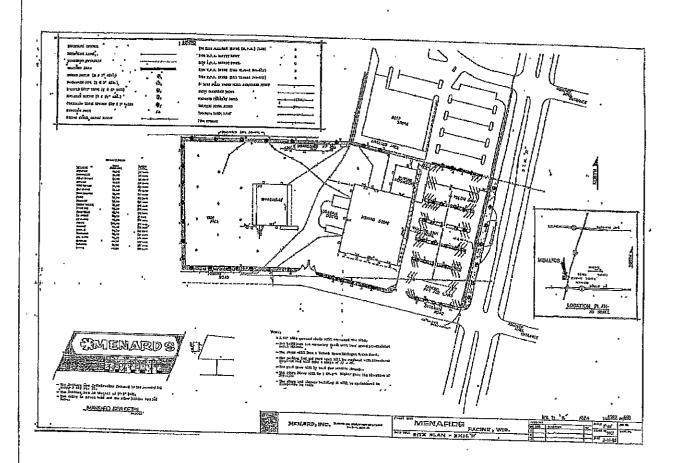
Yours very truly,

John W. Bates, III

JWB, III cmb

'VOL1752 PAGE 648

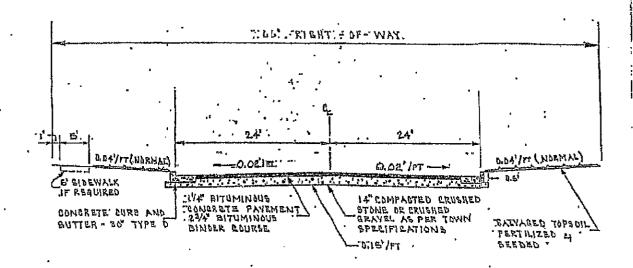




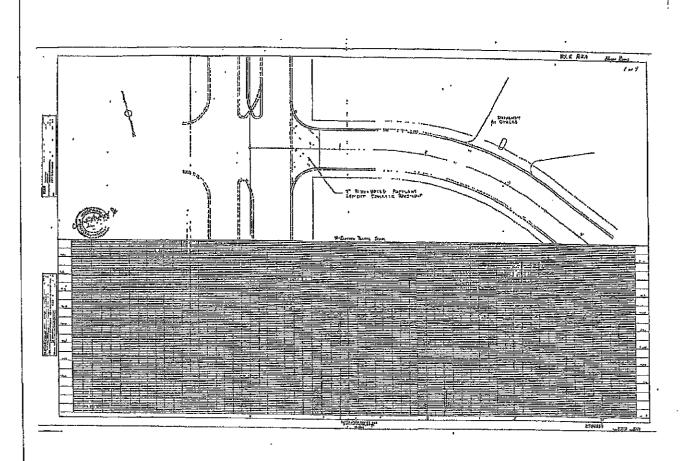
(1) The work under this contract consists of the construction of approximately 532 feet of roadway and shall be executed under the requirements of the State of Wisconsin, Department of Transportation, Division of Highways, Standard Specifications for Road and Bridge Construction, 1981 Edition.

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

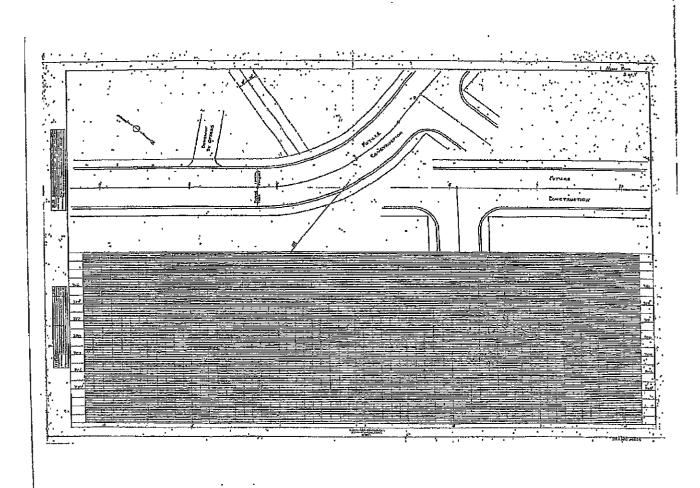
- (2) The project limits as shown on the attached plans shall begin at the west edge of pavement of S.T.H.-31 (approximately STA 0 + 45) and extend westerly 532 feet to STA 5 + 78. The contractor shall grade the site to the west of the project terminus to blend the slope in with the existing topography 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.







.....



1196578

AMENDMENT TO .

DECLARATION OF EASEMENTS

AND COVENANTS

1. AMENDMENT

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

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

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

Register's Office
Racins County, Yis,
Received for Record

A.D. 19 & at /0.130

of clock # M. and received in Volume 1803
of Creations of the county of the

DECLARANT: COUNTY OF RACINE, WISCONSIN

BY: Len Ziolkowski, County Executive

Helen M. Schutten 33%

) wit 1803 met 330

10.00

Rit: Carporation Coursel

Č H,

CE)

0 0

BY: MENARD, INC. (SEAL) Attest: Title: BEST PRODUCTS CQ., INC. (SEAL) Certified to Racine County Corporation Counsel : VEL 1803 PAGE 331 .

STATE OF Willowin	
CITY/COUNTY OF Eau Claire	
Personally came before me	this 8th day of May
in the year 1986, the above-name	
to me known to be the person who	executed the foregoing instru-
ment, and acknowledged the same.	
(Notarial Seal)	aller 7. Jest Notary Public in and for said State
	My Commission expires: 7/2/89
	dy Commission expires: 170707
STATE OF WINCERSUL	
COUNTY OF Claure	
Personally came before me	this 18th day of June
in the year 1986, the above-nam	coren Girlkawshi, Dennis Grnever,
to me known to be the person who	executed the foregoing instru-
ment, and acknowledged the same.	Linda P. Callender
(Notarial Seal)	Notary Public in and for said State
	My Commission expires: 10/4/87
STATE OF Virginia	
ETTF/COUNTY OF MUNICO	
. Personally came before me	e this 31dday of June
in the year 1986 , the above-name	med Jaku Quu,
to me known to be the person wh	o executed the foregoing instru-
ment, and acknowledged the same	. 0 . 0
(Notarial Seal)	Notary Public in and for said State
Section 1	My Commission expires: $10/2/88$
	· ·
· ''	vgl.1803 PAGE332

CERTIFIED SURVEY MAP No.

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

- UNPLATIED , LANDS END OF BOAD DEDICATION HIT'S 22 40 E | 68.12 . N89°29'55°E 573.01 *% reserv*ed *for future road* E 897291 351W 614,64 LANDS SITE 374877 SITE -20 STORM DHAINAGE BASENERT -UNPLATIED -10' ELECTRIC DITILITY EASENEHT UTILITY STATE SITE BEGENCY 587"25'49'N BI9.6[MNELATIED LANDS SW W SEC. 243-22 BEARINGS BASE IS GRID HOTTH, WISCONSIN COORDINATE BYSTEM DENOTES AA" DIA INOT HOD SET

		CUR	VE	· DATA	
			C	HORD	
îvñ vî	ARC	RADIUS	LENGTH	BEARING	CEH' ANGLE
L	233.79	350,99	239,49	N59" D5" O6" W	380 09 54"
2	117. 60	179,04	152.74	H 65° (5' 07" 19	600 25 55
ء يرقيم	19,35	1-179 01-	49,24	1 21479 54 22" 14	150 46 24"
5	Lica di	i 179.04	106,76	173°09'19" W	34041 31"
		243,64	B6.86	250°12,44,E	200 25 07"
<u>c,.</u> _	】 提起 Side	<u>L.284,97,</u>	:186.33	5 59° 05' 06' 6	38° 05' 54"
7	4 ? T.P. 2.A	1 1646	277.22	E 129 10' 46" til	C/39 3 2" E 3 "



O DEMOTES SAT DIA IRON PIPE FOUND

M

1234886

SECOND AMENDMENT TO DECLARATION OF BASEMENTS 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,

<u>0</u>

1909 Ret-Horigman Milly 201874 PAGE 607

297,8

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 Lan Zholkowski, County Executive
	By: Hulent Brains Chairman County Board Hubert H. Braun
•,	By: Lewis County Clerk Pennis Kaenwolf
	MENARD, INC.
	By: Marin Specharler Title: Vice Present
	BEST PRODUCTS CO., INC.
	By: Title: Westernt
	. 0
	REVIEWED BY FINANCE DIRECTOR
	CU ZE SIZNERIE
	Tues.

Racine County Corporation Counsel

STATE OF WINDSHIP
CITY/COUNTY OF RALLE
Personally came before me this //tl day of Oceantel 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.
My commission expires: Notary Public in and of said state
My commission expires: Notary Public in and of said state
(0/4/1/7
STATE OF Winner,
CITY/COUNTY OF Racine
in the year 1986, the above named whith day of Doorston in the year 1986, the above named whith the foregoing instrument as 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.
Binda Q. Callender
My commission expires: Notary Public in and of said state Linda f. Callender.
STATE OF Wesconsin).
CITY/COUNTY OF Lace.
Personally came before me this 70 day of lecenter in the year 1986, the above named the foregoing instrument as 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.
Land Contract
My commission expires; Notary Public in and of said state
8-27-89
$_{ m 3}$ E VOL 1874 PAGE 609

STATE OF VIRGINIA CITY/COUNTY OF rersonally came before me this day of November in the year 1985, the above named John Penn, to me known to be the person who executed the foregoing instrument as Orporation, and acknowledged the same on behalf of the Rite B. G. Hespie

My commission expires:

march 20,1987

STATE OF WINGHTA

CITY/COUNTY OF Eau Claire

Personally came before me this 3rd day of October in the year 1986, the above named Marvin frocharka 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:

Notary Public in and of said state

Return to! Honigman Miller Schwartz & Cohn 2290 First National Building Petroit, Michigan 48226 Alfa: Thomas J. Beale

vol 1874 MCE 610

Register's Office . Recine County, Wis	a Delaware corporation
Received for Record 10 th day of A.D. 19 87 st 2 30 o' (19ck 12 Mand recorded in Volume 1874) of The Landson page 607-641	Title: Vice President
Itelan M. Schuttens 1.2 Register of Deeds	a Michigan corporation By: Title: Calantered
STATE OF WINGENIEW ILLINOIS COOK COOK	}
known to be the person who exe	e this 1st day of May, 1987 amed Seymour Greenman, to me ecuted the foregoing instrument as NALD'S CORPORATION, a Delaware the same on behalf of the
My commission expires: November 25, 1989	Notary Public in and of said state Gathy A. Jama
STATE OF VEHICLIER MICHIGAN OF WHYNE MED	
known to be the person who ex	ecuted the foregoing instrument as
My commission expires: Nov. 16, 1987	Notary Bublic in and of said state MARGARET E. CARTER Notary Public, Wayna County, Mr 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 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

GRANTOR: RACINE COUNTY, WISCONSIN/ WITNESSES:

But the street of Wisconsin

COUNTY OF RACINE

REVIEWED BY LINAUGE LINA

AFFIDAVIT OF OWNERSHIP
(By Officer or Partner)

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

28490

Landmark

Date Oly RC Certified to he correct as to form.

By Corporation Counsel

vol 1827 PAGE 183

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

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

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

We commission expires 10-4-87

(PLEASE ATTACH EXHIBITS A AND B)

ACKNOWLEDEMENT CERTIFICATE

STATE OF WISCONSIN

COUNTY OF RACINE

The foregoing instrument was acknowledged before me on Cotober 23 . and Dennis Kornwolf, County Clerk and Hub Braun, Chairman , of Racine County ,

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.

يمثقا الكالم

Autor Profile 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"

- I. 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.
- 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 \$89°51'41"W 200.00 feet to a 1" diameter iron pipe stake; thence 500°08'19"E 400.00 feet; thence 889°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 Northwesterly 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 Northwesterly convexity whose radius is 1333.69 feet and whose chord bears \$79°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 800°08'19"E 73.45 feet to the point of beginning. Parcel contains 40.16 acres of land, more or less.

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

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

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

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

EASEMENT, MAINTEN ANCE AND RECAPTURE AGREEMENT

1209322

THIS EASEMENT AGREEMENT, dated October 2, 19, 86, is between RACINE COUNTY, NISCONSIN ("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.
- $\ensuremath{\text{B.}}$ 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 MO/JOOTHS 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 abuting 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.

Received for Record 23 day of 25 day

28491

vol 1827 MGE 189

Landmark

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

ATTEST: WISCONS IN BY STATEST STATES TO THE	By: Attest:
By:	By: Armon Secretary WITNESS:
Exhibit A: legal description of McDona Exhibit B: legal description of County	's property

REVIEWED BY FINANCE DIRECTOR

Date

V:1827 PAGE 191

McDUNALD'S (ACKNOWLEDGMENT)

STATE OF ILLINOIS COUNTY OF EXPENSE SS: COOK STATE OF ILLINOIS
I. Cathy A. Jama, a Motary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Wilburn H. Sutherland, Vice-President, and Saymour 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 1986.
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 D. Colombia
My commission expires 10-4-87
(ACKNOWLEDGMENT - CORPORATE)
STATE OF COUNTY OF SS:
state aforesaid, DO HEREBY CERTIFY that , President, and, a 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
Notary Public

VCL1827 PAGE 192

McD-ACK-9/85

My commission expires

DESCRIPTION OF PARSOL V COMES STATES.

PART OF SITE 1 OF CENTRES SOUTH MAP NO. 1875, LOUGHES, MAN MOVEMENT N. OF RECTION 24,
THE RESE, TOWN OF HOUSE PLANANT, RACING COMPET, USEGUESE, MAN MOVEMENT N. OF RECTION 24,
TOLLOWS: COMMENCING AT THE SOUTHWEST COMPEN OF MECTION 24, THENCE N1°-39'-14"M, 792.94
FOLLOWS: COMMENCING AT THE SOUTHWEST COMPEN OF RECTION 24, THENCE N1°-39'-14"M, 792.94
FIRT ALONG THE WEST LINE OF THE SOUTHWEST N. OF RECTION 24 TO THE SOUTH LINE OF CERTIFIED
SURVET HAP NO. 1073; THENCE N78"-29'-11"E, 408.09 FEET ALONG SAID MOUTH LINE TO THE WEST
HIGHER N11"-49'-57"E, 533.25 FEET ALONG SAID WEST LINE TO THE SOUTHEAST COMMEN OF RITE T
OF CERTIFIED SURVEY MAP NO. 1073 AND THE POINT OF SECINFIED; THENCE N78"-10'-0"W, 70.00
FEET ALONG THE HORTH BIGHT OF VAY LINE OF REGENCY WEST DRIVE TO THE SECINFIES OF A CHORD
HIGHER ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 284.98 FEET ON A CHORD WHICH BEARS
N65"-58"-208"W AND IS 120.40 FEET IN LENGTH OF WAY LINE OF S.T.H. "31"; THENCE ALONG THE
S80"-01"-50"E, 187.50 FEET TO THE WEST RIGHT OF WAY LINE OF S.T.H. "31"; THENCE ALONG THE
BEARS S12"-12"-39.7"W AND IS 217.22 FEET IN LENGTH TO THE TERMINATION OF BAID CURVE; THENCE
S11"-49"-57"M, 74.56 FEET ALONG SAID WEST LINE TO THE TERMINATION OF BAID CURVE; THENCE

SAID PARCES, CONTAINING 53,080 SQUARE FERT NORS OR LESS, 1,219 AGMS 2.

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

exhibit b

ÀG

1827 per 194

DESCRIPTION OF PARCEL 2-B (INCREME & EXIMENT TO HAIN SITE);

PART OF SITE 1 OF CERTIFIED SURVET MAP NO. 1073, LOCATED IN THE SOUTHWEST % OF SECTION 24,

TIM, R22E, TOWN OF MOUNT PLEASANT, RAGINE COUNTY; WISCONSIN, BOUNDED AND DESCRIBED AS

FOLLOWS: CONVENCING AT THE SOUTHWEST CORNER OF SECTION 24, THEMCE H1*...45: 14"W, 752.94

FEET ALONG THE WEST LINE OF THE SOUTHWEST WOF SECTION 24 TO THE SOUTH LINE OF CERTIFIED

SURVEY HAP NO. 1073; THENCE 878*-29!...1"E, 408.09 FEST ALONG SAID SOUTH LINE TO THE MEST

FIGHT OF WAY LINE OF S.T.E, "31"; THENCE N11*-30*...49"E, 314.13 FEST ALONG SAID WEST LINE;

THENCE N11*...49*...57"E, 933.25 FEST ALONG SAID WEST LINE; THENCE N78*-10*-03"W, 70.00 FEST

THENCE HOPT RIGHT OF WAI LINE OF RECIENCY WEST DRIVE TO THE BEGINNING OF A CURVE;

THENCE ALONG THE ANC OF MAID CURVE HAVING A RADIUS OF 284.98 FEST ON A CHORD WHICH BEARS

H65*-58*-20.5"W AND IS 120.40 FEST IN LEMOTH TO THE POINT OF BEGINNING; THENCE CONTINUING

ALONG SAID CURVE ON A CHORD WHICH BEARS M51*-49!...14"M AND IS 19.46 FEST IN LEMOTH; THENCE

H12*-12*...40"E, 251.05 FEST; THENCE E88*-01*-90"E, 17.31 FEST; THENCE 812*-12*-10"W,

SAID PARCEL OF LAND CONTAINING 4475 SQUARE FEET HOME OR LENG, 0.103 ACRES #.

DESCRIPTION OF PARCEL 2-A (INCRESS & FORMS OVER MAIN \$19%).

"ART OF SITE 1 OF CERTIFIED SURVEY MAP NO. 1073, LOCATED IN THE SOUTHWEST X OF SECTION 24,
13M, R228, TOWN OF NOUNT PLEASANT, RACINE COURTE, WISCOMEIN, BOURSD AND RESCRIBED AS

"OLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24; THENCE N1"-45"-14"M, 752.94

FRET ALONG THE WEST LIME OF THE SOUTHWEST X OF SECTION 24 TO THE SOUTH LINE OF CERTIFIED

SURVEY MAP NO. 1073; THENCE \$78"-29'-11"R, 408.09 FEST ALONG SAID SOUTH LINE TO THE WEST

RIGHT OF WAY LINE OF \$.T.R. "31"; THENCE N11"-30'-49"R, 314.13 FEST ALONG SAID WEST LINE;

THENCE N11"-49'-57"R, 533.29 FEST ALONG SAID MEST LINE; THENCE N78"-10'-09"N, 70.00 FEST

ALONG THE MOSTH RIGHT OF WAY LINE OF REGENCY WEST DRIVE TO THE BESIMHING OF A CHORD WHICH BEARS

H65"-58"-20.5"W AND IS 120.40 FEST IN LENGTH TO THE POINT OF BEGINNING; THENCE

M12"-12"-40"E, 260.26 FEST; THENCE \$80"-01"-90"S, 17.51 FEST; THENCE \$12"-40"W,

268.05 FEST TO THE NORTH SIGHT OF WAY LINE OF REGENCY WEST DRIVE; THENCE ALONG THE ARC OF

A CURVE OF SAID NORTH LINE RAVING A RADIUS OF 284.98 FEST ON A CHORD WHICH SEARS

H35"-40"-32"W AND IS 18.88 FEST IN LENGTH TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 4622 SQUARE FART HORS OR LINE, 0.106 ACRES 2.

ě.

EXHIBIT D

VII 1827 PAGE 196

1231812

Register's Office
Racine County, Wis.

Received for Record

A.D. 198 7 at // O'clock A.M. and recorded in Volume 1869
of Jelan M. Schutten

Register of Deads

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made as of the Stay of JONE, 1987, by and among GLENN A. OAKES, SANDRA M. OAKES, his wife, and SEKAO, a family partnership, ("Declarant") and R-O ASSOCIATES OF RACINE LIMITED PARTNERSHIP, a Wisconsin limited partnership ("R-O").

19.00

WHEREAS, Declarant is the owner of the real property described in Exhibit A, attached hereto and incorporated herein (the "Property"); and

WHEREAS, R-O is the owner of the real property described in Exhibit B, attached hereto and incorporated herein (the "Regency Point Shopping Center"); and

WHEREAS, the individual Declarants, are principals in SEKAO, a family partnership and SEKAO, INC., the latter of which is a partner in R-O; and

WHEREAS, Declarant, and each of them, and R-O will each receive a material benefit if BEST BUY CO., INC. ("Tenant") leases space in Regency Point Shopping Center; and

WHEREAS, as an inducement to Tenant to lease space in Regency Point Shopping Center, R-O and Declarant have agreed to declare the following restrictions on the Property and Regency Point Shopping Center;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) in hand paid by each of the parties to the other, Tenant's entering into a lease for space at Regency Point Shopping Center, the premises and other good and valuable consideration, the receipt, adequacy and sufficiency whereof are hereby acknowledged, the parties hereto hereby agree as follows:

1. Restriction on the Property.

- (a) Only one building or other structure may be constructed, erected, situated or placed on the Property. Any such building or structure constructed, erected, situated or placed on the Property shall have only one story, shall contain no more than 5,000 square feet of floor area and shall not exceed 14 feet in height.
- (b) No building or structure of any kind shall be constructed, erected, situated or placed on the portion of the Property outlined in red on the site plan attached hereto as Exhibit C and incorporated herein.
- (c) Declarant shall not permit any person or entity to sell in, at or from the Property electronic equipment or appliances (including, without limitation, televisions, stereos and video recorders), major household appliances (including, without limitation, refrigerators, freezers, stoves, microwave ovens, dishwashers, washers and dryers) or photographic cameras and equipment, without Tenant's prior written consent which may be granted or withheld at Tenant's sole discretion.

RAC 28606

2. Restrictions on Regency Point Shopping Center.

- (a) No building or other structure shall be constructed, erected, situated or placed on that portion of the Regency Point Shopping Center outlined in green on the site plan attached hereto as Exhibit D and incorporated herein.
- (b) R-O shall not permit any person or entity to sell in, at or from the Regency Point Shopping Center electronic equipment or appliances (including, without limitation, televisions, stereos and video recorders), major household appliances (including, without limitation, refrigerators, freezers, stoves, microwave ovens, dishwashers, washers and dryers) or photographic cameras and equipment, without Tenant's pilor written consent which may be granted or withheld at Tenant's sole discretion.

3. Term.

The restrictions contained in this Declaration shall continue until January 31, 1013; provided, however, that the provisions of this Declaration shall be null and void upon any termination of the Lease (as hereinafter defined) prior to such date. As used herein, the term "Lease" shall mean that certain Lease dated as of the day of June, 1987, by and between R-O, as Lessor, and Tenant, as Tenant, relating to premises located in the Regency Point Shopping Center.

4. Enforcement.

The restrictions set forth herein may be enforced by R-O, its successor or assigns, and/or Tenant, its successors and assigns and any assignee and sublessee of all or part of Tenant's interest in the Lease or the premises leased thereunder. Anyone entitled to enforce the restrictions set forth herein may institute a suit to enjoin by temporary and/or permanent injunction any anticipated or continuing violations of said restrictions, to require the restoration of any property restricted hereunder to its condition prior to any violation of any restriction hereunder, and/or for damages for breach of the restrictions set forth herein. Any owner or occupant of the Property or Regency Point Shopping Center violating the restrictions set forth herein shall be liable to the party enforcing these restrictions for its costs and expenses incurred in connection with such enforcement, including but not limited to reasonable attorneys' fees and court costs.

The foregoing restrictions shall be deemed to be covenants running with the land and shall be binding on Declarant and R-O, and their respective heirs, successors and assigns, and shall inure to the benefit of Tenant, its successors and assigns and any assignee and sublessee of all or part of Tenant's interest in the Lease or the premises leased thereunder.

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

This Instrument Was Drofted By BOBERT B. PEREGRINE, LAWYER

r
Elem a Oaker.
Sanding M. Oakes
Sandra M. Oakes
SEKAO, a family partnership
By: Henna Oaker! Glenn A. Oakes, General Partner
ACKNOWLEDGMENT
STATE OF WISCONSIN) MILWAUKEE COUNTY)
personally came before me this day of June, 1987, the above named Glenn A. Oakes and Sandra M. Oakes, to me known to be the persons who executed the foregoing instrument and activities of the same.
ROBERT B. PEREGRINE NOTARY PUBLIFIC WISCONSIN
ROBERT B PEREGRING Wisconsin My Commission /S PERMANSIT
STATE OF WISCONSIN) MILWAUKEE COUNTY)
Personally came before this day of JONE, 1987, Glenn A. Oakes, General Partner of SEKAO, a family partnership, to me known to be the person who executed the foregoing instrument and acknowledged that he has executed the foregoing and attached instrument as such general partner as the deed of said partnership by its authority
ROBERT B. PEREGRINE Notary Public, State of Wisconstra
PEREGRINE My Commission 15 PERSON ENT

SIGNATURES AND ACKNOWLEDGMENTS

R-O ASSOCIATES OF RACINE LIMITED PARTNERSHIP

REDMOND DEVELOPMENT CORPORATION,

General Partner

Thomas Redmond, President

Robert Peregrine, Asst. Secretary

Thomas J. Redmond, General Partner

CORPORATE ACKNOWLEDGMENT

STATE OF WISCONSIN)

MILWAUKEE COUNTY

88.

Personally came before me this oth day of www. 1931, Thomas J. Redmond, President and Robert B. Peregrine, Assistant Secretary of Redmond Development Corporation, a General Partner of R-O Associates of Racine Limited Partnership, to me known to be the persons who executed the foregoing instrument and to me known to be the President and Asst. Secretary of Redmond Development Corporation and acknowledged that they executed the foregoing and attached instrument as such officers as the deed of the corporation by its authority as a General Partner of said

limited partnership. DONALD V. KOZLOVSKY

orner v. des for DONALD V. KOZLOVSKY Notary Public, State of Wisconsin .. My Commission is permanent.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WISCONSIN

ROBERT B.

PEREGRINE

ss.

MILWAUKEE COUNTY

Personally came before me this 8 day of 3000, Thomas J. Redmond, one of the General Partners of R-O Associates of Racine Limited Partnership, a Wisconsin limited partnership, to me known to be the person who executed the foregoing and attached instrument and acknowledged that he has executed the foregoing and attached instrument as such general the deed of said partnership by its authority. RY PUR

Robent B. Peregrine

Notary Public, State of Wisconsin

My Commission is permanent.

VOL 1869 PAGE 250

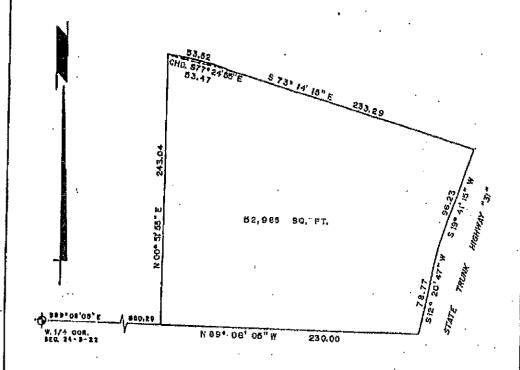
PLAT OF SURVEY

Drawing for REDMOND CONSTRUCTION

That part of the Northwest 1 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-West 1 line of said Section located \$89°08'05"E 680.29 feet from a standard Racine County monument marking the West 1 corner of said Section 24; run thence NCO°51'55"E 253.04 feet to a point on a curve of Northeasterly convexity whose radius is 367.00 feet and whose chord bears \$77°24'55"E 53.47 feet; thence Southeasterly on the arc of said curve 53.52 feet; thence \$73°14'15"E 233.29 feet to the Westerly line of \$.T.H. #31; thence \$19°41'15"W 96.23 feet along the Westerly line of \$.T.H. #31; thence \$12°20'47"W 78.77 feet on the Westerly line of \$.T.H. #31 to the East-West 1 line of said Section 24; thence N89°08'05"W 230.00 feet along said East-West 1 line to the point of beginning. Containing 1.216 acre.

T.S.51-008-03-22-24-017-000

,:1



The above-described property has been surveyed under my direction and the above map is a correct representation thereof.

VOL 1869 PAGE 251

BEARING BASE: ORID NORTH, WISCONSIN COORDINATE SYSTEM

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DAYUM OF 1929 LEGEND

· set

O . IRON STAKE FOUND

FIELD WORK 5/28/87 BY GMC

DRAWN 5/21/87 BY DJT

SCALE 1" 60'

JOB NO. 87116-C

NM 8/B Page 1 of 1 Page

Nielsen Madsen & Barber Consulting Civil Engineers

1339 Washington Avenue Racine, Wisconsin 53403 (414) 634-5586/552-7902

EXHIBIT B

Legal Description of Regency Point Shopping Center

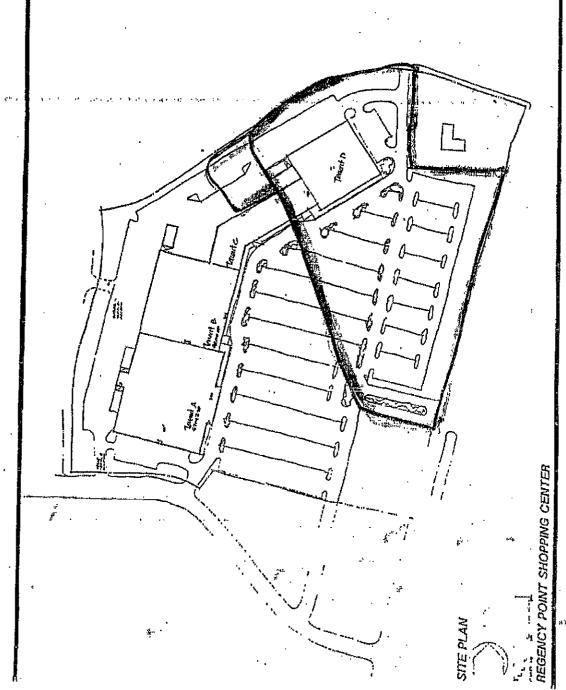
That part of the West 1/2 of Section 24, and of the Southeast 1/4 of Section 23, Township 3 North, Range 22 East, bounded as follows: Commence at a standard Racine County monument marking the West 1/4 corner of said Section 24; run thence South 89° 08' 08' East 183.43 feet along the East-Hest 1/4 line of said Section 24; run thence South 89° 08' East 183.43 feet along the East-Hest 1/4 line of said Section 24; run Section 24 to the point of beginning of this description; run thence North 53* Section 24 to the point of beginning of this description; run thence North 53° 45° East 284.99 feet to a point on a curve of Northerly convexity whose radius is 367.00 feet and whose chord bears North 72° 42° 48° East 230.37 feet; thence Easterly on the arc of said curve 242.78 feet; thence North 01° 39° 51° East 66.00 feet to a point on a curve of Northerly convexity whose radius is 433.00 feet and whose chord bears South 80° 47° 12° East 13.77 feet; thence Easterly on the arc of said curve 114.10. feet; thence South 73° 14° 15° East 235.46 feet to the Hesterly line of State Trunk Highway 31 and a point on a curve of Westerly convexity whose radius is 16,430.22 feet and whose chord bears South 16° 26° 22° Hest 21.28 feet; thence Southerly on the arc of said curve and the Nosterly line of State Trunk Highway 31, 21.28 feet; thence South 19° 41° 15° Hest 44.78 feet along the Westerly line of State Trunk Highway 31; thence North 73° 14° 15° Hest 233.29 feet to a point on a curve of Northerly convexity North 73° 14' 15" West 233.29 feet to a point on a curve of Mortherly convexity whose radius is 367.00 feet and whose chord bears. North 77° 24' 55" West 53.47 feet; thence Westerly on the arc of said curve 53.52 feet; thence South 00° 51' 55" West 243.04 feet; thence South 89° 08' 05" East 230.00 feet to the Westerly line of State Trunk Highway 31; thence South 12° 20' 47" West 72.48 feet along the Westerly line of State Trunk Highway 31 to a point on a curve of Westerly convexity whose radius is 16,430.19 feet and whose chord bears South 14° 22' 45" West 576.90 feet; thence Southerly on the arc of said curve and the Westerly line of State Trunk Highway 31, 577.01 feet; thence North 76° 29' 46" West 102.95 feet; thence South 12" 12' 40" West 235.35 feet to the South line of Outlot I of Certified Survey Map No. 1170, a recorded map; thence North 80° 01' 50" West 35.03 feet; thence North 12° 12' 40" East 21.69 feet; thence North 77° 47' 20" West 90.00 feet; thence South 12° 12' 40" West 18.00 feet; thence North 77° 47' 20" West 185.00 feet; thence South 36° 36' 06" West 53.89 feet to a point on a curve of Northerly converting the 20° 10° West 18.00 feet to a point on a curve of Northerly convexity, whose radius is 245.04 feet and whose chord bears North 75° 27' 41" West 127.17 feet; thence Westerly on the arc of said curve 128.64 feet; thence South 89° 29' 55" West 192.30 feet; thence North 01° 45' 14" West 144.53 feet to a point on a curve of Westerly convexity whose radius is 600.00 feet, and whose chord bears North 06° 10' 16" East 165.45 feet; thence Mortherly on the arc of said curve 165.98 feet; thence North 14° 05' 46" East 150.37 feet to a point on a curve of Easterly convexity whose radius is 433.00 feet and whose chord bears North 01° 52' 02" East 183.43 feet; thence Hortherly on the arc of said curve 184.83 feet to a point on a curve of Southeasterly convexity, whose radius is 433.00 feet and Miuse chord bears North 66° 20' 50" East 108.69 feet; thence Northeasterly on the arc of said curve 190.21 feet; thence North 53° 45' 45" East 100.33 feet to the point of beginning. Excepting therefrom the following described parcel: That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Commence at a point on the East-West 1/4 line of said Section 24 located South 89° 00' 05" East 910.29 feet from the Mest 1/4 corner of said Section and also on the Westerly line of State Trunk Highway 31; run thence North 12° 20' 47" East 78.77 feet along the West 11ne of sold highway; thence North 19° 41' 15" East 96.23 feet along the West line of taid highway to the point of beginning of this description; thence North 73° 14' 15" West 233.29 feet along the South line of proposed 21st Street to the point of curvature of a curve of Northerly convexity whose radius is 367.00 feet and whose chord bears North 80° 47° 12" West 96.43 feet; thence Westerly 96.71 feet along the arc of said curve; thence North 01° 39' 51" East 66.00 feet to a point on the Northerly line of 21st Street and a point on a curve of Northerly convexity whose radius is 433.00 feet and whose chord bears South 80° 47' 12" East 113.77 feet; thence Easterly 114.10 feet along the arc of said curve and the Northerly line of said street; thence South 73° 14' 15" East 235.46 feet along the North line of said street to the Westerly line of State Trunk Highway 31 and a point on a curve of Hesterly convexity whose radius is 16,430.22 feet and whose chord bears South

> 21-008-03-77-01-000-13 51-008-03-22-24-018-000 VOL 1869 PAGE 252

16° 26' 22" West 21.20 feet; thence Southerly 21.20 feet along the orc of said curve and the Westerly line of said highway; thence South 19° 41' 15" West 44.78 feet along the West line of said highway to the point of beginning. Said land

being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.





學等 经营工事情况

を とうなる 本のよういちょ

THE REPORT OF THE PARTY OF THE

vci 1869 page 254

Alterior in the second second second

B69-255

June 9, 198

MODEL AGREEMENT

to be recorded as a covenant running with the land

Relating to Sharing of Access to State Highways by Commercial Land Uses Town of Mt. Pleasant, Racine County, Wisconsin

In consideration of zoning approvals and the need for adjacent owners on a state highway to share access thereto, the owner(s) of the following described premises, to-wit: R-O Associates of Racine Limited Partnership, W228 N727 Westmound Drive, Waukesha, WI 53186, is the owner of parcels one and two which are more fully described on Exhibits A and B attached hereto and Glenn A. Oakes and Sandra M. Oakes, his wife, and Sekao, a family partnership, 2234 South Green Bay Road, Racine, WI 54306, are the owners of parcel three which is more fully described on Exhibit C attached hereto.

IT IS AGREED AS FOLLOWS:

Each of such land owners agrees that:

- a. They will permit the interconnection of their parking lots and driveways to promote shared ingress and egress from adjacent properties to the state trunk highway and where practical to intersecting public streets.
- They will establish and maintain grade levels at their property lines so as to be compatible with their adjacent neighbors to facilitate such interconnections.
- c. They will remove their respective accesses to the state trunk highway when there is provided the designated shared access or an interim shared access through another property as shown on any adopted town plan for such shared accesses, or when so determined by the Mt. Pleasant Plan Commission pursuant to Section 2.8 of the Town Zoning Ordinance. Such shared or alternate access to the state trunk highway shall have the approval of the Wisconsin Department of Transportation, pursuant to Sec. 86.07(2) of the Wisconsin Statutes.
- This instrument may not be amended or revoked without the written consent of both the Town of Mt. Pleasant and the Wisconsin Department of Transportation.
- This Agreement is executed in consideration of the mutual promises of those parties hereby affected and no other monetary consideration may be requested.
- f. By executing this Agreement and in order to promote the objective of shared highway access, the undersigned further agrees that in the event that they request a rezoning of their property or seek approval of any proposed improvements covered by said Section 2.8 of the Town Zoning Ordinance, they will simultaneously give notice in writing of such request to all other parties who may be interested including the Wisconsin Department of Transportation.
- This model agreement supersedes the model agreements described on Exhibit.D.
- The foregoing agreements shall be binding upon the successors and assigns of the parties hereto and shall be considered covenants running with the land.

VOL 1869 PAGE 255

This instrument Was Desired By ROBERT B. DEREGRING, LAWYER

co

m

RAC 28606

	Dated at Racine, Wisconsin, this 8 day of June, 1987.
	Glenn A. Oakes Sandra M. Oakes
	By: Alem A Oakes. Glenn A. Oakes, General Partner
	INDIVIDUAL ACKNOWLEDGEMENT
	STATE OF WISCONSIN) RACINE COUNTY)
The state of the s	Personally came before me this day of JUNE 1987, Glenn A. Oakes and Sandra M. Oakes, to me known to be the persons who executed the foregoing and attached instrument and acknowledged the same, ROBERT B. ROBERT B. Notary Public, State of Wisconsin My Commission Is permanent
	CORPORATE ACKNOWLEDGEMENT
	STATE OF WISCONSIN) ss. RACINE COUNTY
	Personally came before me this day of ONE, 1987, Glenn A. Oakes, a General Partner of Sekao, a family partnership, to me known to be the person who executed the foregoing and attached instrument and acknowledged that he has executed the foregoing and attached instrument as such general partner as the deed of said partnership by its authority.
	ROBERT B. PEREGRINE Notary Public, State of Wisconsin My Commission is permanent

SIGNATURES AND ACKNOWLEDGMENTS

R-O ASSOCIATES OF RACINE LIMITED PARTNERSHIP

REDMOND DEVELOPMENT CORPORATION, General Partner

Thomas J. Redmond, President

ATTEST:

Redmond Secretary

Thomas J. Redmond, General Partner

CORPORATE ACKNOWLEDGMENT

STATE OF WISCONSIN

MILWAUKEE COUNTY

Personally came before me this 1977, Thomas J. Redmond, President and Mark D. Redmond, Secretary of Redmond Development Corporation, a General Partner of R-O Associates of Racine Limited Partnership, to me known to be the persons who executed the foregoing instrument and to me known to be the President and Secretary of Redmond Development Corporation and acknowledged that they executed the foregoing and attached instrument as such officers as the deed of the corporation by its authoritymes a General Partner of said limited partnership

Robert B. Peregrine Notary Public, State of Wiscons

My Commission is permanent.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WISCONSIN

ROBERT B. PEREGRINE

OF WISC

LRY PUS

robert B. PEREGRINE

MILWAUKEE COUNTY

Personally came before me this day of , Thomas J. Redmond, one of the General Partners of R-O Associates of Racine Limited Partnership, a Wisdomsin limited partnership, to me known to be the person who executed the foregoing and attached instrument and acknowledged that he has executed the foregoing and attached instrument as such general partner as the deed of said partnership by its author

B. Peregrine

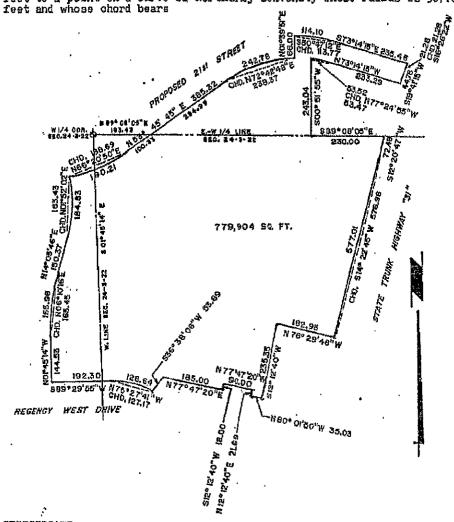
Robert B. Peregrine Notary Public, State of Wisconsin

My Commission is permanent.

-vol 1869 PAGE 257

Drawing for REDMOND CONSTRUCTION

That part of the West 1 of Section 24, and of the Southeast 1 of Section 23, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Commence at a standard Racine County monument marking the West 1 corner of said Section 24; run thence 589°08'05"E 183.43 feet along the East-West 1 line of said Section 24 to the point of beginning of this description; run thence N53°45'45"E 284.99 feet to a point on a curve of Northerly convexity whose radius is 367.00 feet and whose chord bears



CERTIFICATE
The above-described property has been surveyed under my direction and the above map is a correct representation thereof.

SCONS 5/28/87 YALTER R MADSEN SAROR VOL 1869 PAGE 258

ONID HORTH, WISCONSIN COORDINATE SYSTEM BEARING - MASE:

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929 LEGEND

BET

IRON STAKE FOUND

FELD WORK 5/28/87 BY GME 5/20/87 BY DJT DRAWH. SCALE I" # ZOO" JOB NO. 87118--F

Page 1 of 2 Pages

Nielsen Madsen & Barber Consulting Civil Engineers

1339 Washington Avenue Racine, Wisconsin 53403

(414-) 634-5588-/552-7902-

EXHIBIT PLAT OF SURVEY -

72°42'48"E 238.37 feet; thence Easterly on the arc of said curve 242.78 feet; thence No1°39'51"E 66.00 feet to a point on a curve of Northerly convexity whose radius is 433.00 feet and whose chord bears \$80°47'12"E 113.77 feet; thence Easterly on the arc of said curve 114.10 feet; thence \$73°14'15"E 233.46 feet to the Westerly line of S.T.H. #31 and a point on a curve of Westerly convexity whose radius is 16,430.22 feet and whose chord bears \$16°26'22"W 21.28 feet; thence \$10°41'15"W 44.78 feet along the Westerly line of S.T.H. #31; thence \$10°41'15"W 44.78 feet along the Westerly line of S.T.H. #31; thence \$10°41'15"W 44.78 feet along the Westerly line of S.T.H. #31; thence \$10°41'15"W 233.29 feet to a point on a curve of Northerly convexity whose radius is 367.00 feet and whose chord bears N77°24'55"W 53.47 feet; thence Westerly on the arc of said curve 53.52 feet; thence \$00°51'55"W 243.04 feet; thence \$89°05'05"E 230.00 feet to the Westerly line of S.T.H. #31; thence \$12°20'47" 72.48 feet along the Westerly line of S.T.H. #31 to a point on a curve of Westerly convexity whose radius is 16,430.19 feet and whose chord bears \$14'22'45"W 576.98 feet; thence \$00°51'55"W on the arc of said curve and the Westerly line of S.T.H. #31 577.01 feet; thence N76°29'46"W 182.95 feet; thence \$12°12'40"W 21.69 feet; thence N77°47' 20"W 90.00 feet; thence \$12°12'40"W 18.00 feet; thence N77°47' 11e of Regency West Drive and a point on a curve of Northeasterly line of Regency West Drive and a point on a curve of Northeasterly line of Regency West Drive and a point on a curve of Northeasterly convexity whose radius is \$245.04 feet and whose chord bears N75°27'41"W 127.17 feet; thence Northwesterly on the arc of said curve and the Northeasterly line of Regency West Drive and a point on a curve of Northeasterly convexity whose radius is \$600.00 feet, and whose chord bears N06°01'16"E 155.45 feet; thence Northerly on the arc of said curve 165.98 feet; thence N14°05'146"E 150.37 feet to a point on a curve of Easterly convexity whose thence Northerly on the arc of said curve 184.83 feet to a point on a curve of Scutheasterly convexity, whose radius is 435.00 feet and whose chord bears N66°20'50"E 188.69 feet; thence Northeasterly on the arc of said curve 190.21 feet; thence N53°45'45"E 100.33 feet to the point of beginning. Containing 17.904 acres.

51-008-03-22-24 OIL-03 51-008-03-22-24-018-51=003=03-3====3-030

BEARING BASE: GAID NORTH, WISCONSIN COORDINATE SYSTEM

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929 LEGEND

o = det

O . Iron btake found

VOL 1869 ME 259

		BY,
DRAWN	6/20/87	9YDJT
SCALE I" .	200'	
30в но, <u>п</u>в	7118-8	

Page 2 of 2

Nielsen Madsen & Barber Consulting Civil Engineers

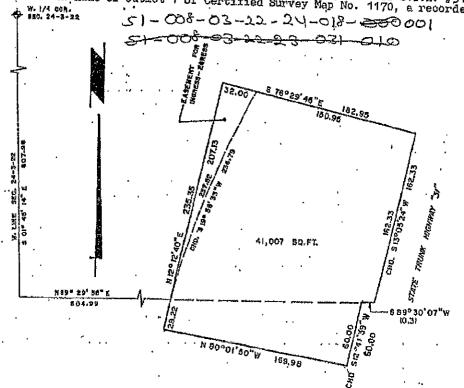
1339 Washington Avenue Racine, Wisconsin 53403 (414) 634-6588/552-7902

PLAT OF SURVEY

Drawing for REDMOND CONSTRUCTION of

That part of the Southwest 1 of Section 24, Township 3 North, Range 22 East in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows:

14"E 807.98 feet from a standard Racine County monument marking the West corner of said Section 24; thence N89c29'55"E 504.99 feet to the point of beginning of this description; run thence N12'0'12'40"E 207.13 feet; point on a curve of Westerly convexity whose radius is 16.430.19 feet and whose chord bears \$13'05'24"W 162.33 feet; thence Southerly on the arc of 30'07"W 10.31 feet to a point on a curve of Westerly line of S.T.H. #31, 162.33 feet; thence \$89° radius is 16,440.22 feet and whose chord bears \$12'41'19"W 60.00 feet; thence Southerly on the arc of said curve and Westerly on the arc of said curve and Westerly line of \$7.H. #31 to the South line of Outlot 1 of Certified Survey Map No. 1170, a recorded well-accepted.



CERTIFICATE
The above-described property has been surveyed under my direction and the above map is a correct representation thereof.

may, 29, 1987

WALTER R. MADEEN SABB RACINE, WIS

BEARING EASE) GRID MORTH, WISCONSIN COORDINATE SYSTEM

ALL ELEVATIONS REFER TO MATIONAL GEODETIC DATUM OF 1929 LEGEND

0 × 857

O . INON STAKE FOUND

FIELD WORK 5/28/87 BY GME

DRAWN 5/20/87 BY DJT

SCALE I" = 60"

408 NO. 87118-D

NM

Page 1 of 2 Pages

EXHIB

Nielsen Madsen & Barber Consulling Civil Engineers

1339 Washington Avenue Racine, Wisconsin 53403 (414) 634-5558/552-7902

PLAT OF SURVEY -

EXHIBIT B

The sear trans of whitese tradition our grant recovery region of rate and standing of the tradition of the section of the sect

map; thence N80°01'50"W 169.98 feet along the South line of said Outlot 1; thence N12°12'40"E 28.22 feet to the point of beginning. Containing 0.941 acres.

0.941 acres.
ALSO including an easement for Ingress and Egress described as follows:
Begin at the Northwest corner of aboved described parcel; run thence \$76°
29'46"E 32.00 feet to a point on a curve of Northwesterly convexity whose
radius is \$76.33 feet and whose chord bears \$19°58'33"W 236.79 feet;
thence Southwesterly on the arc of said curve 27.52 feet to the Southwest
corner of the above described Parcel; thence N12°12'40"E 235.35 feet to
the point of beginning. Containing .057 acre.

SEARING DASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM

ALL ELEVATIONS REFER TO NATIONAL OCCUPING DATUM OF 1929 LEGEND

- * BET
- O . INON STAKE FOUND

VOL1869 PAGE 261

NM BR Page 2 of 2 Pages

EXHIBIT R

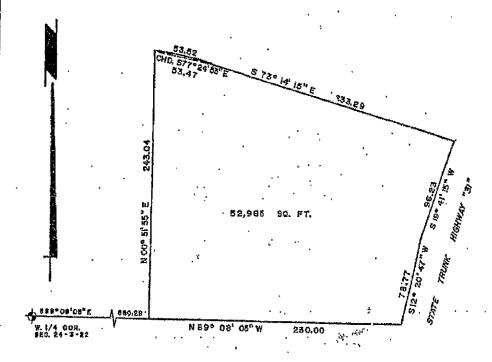
Nielsen Madsen & Barber 1339 Washington Avenue Racine, Wiscomin 53403
Consulting Civil Engineers (414) 634-5586/652-7902

PLAT OF SURVEY EXHIBIT C

Drawing for REDMOND CONSTRUCTION OF

That part of the Northwest \$\frac{1}{2}\$ of Section 24, Township 3 North, Hange 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a point on the East-West \$\frac{1}{2}\$ line of said Section located \$89.08'05"E 580.29 feet from a standard Racine County monument marking the West \$\frac{1}{2}\$ corner of said Section 24; run thence NOO.51'55"E 243.04 feet to a point on a curve of Northeasterly convexity whose radius is \$367.00 feet and whose chord bears \$77.24'55"E 53.47 feet; thence Southeasterly on the arc of said curve 53.52 feet; thence \$75.44'15"E 233.29 feet to the Westerly line of S.T.H. #31; thence \$19.41'15"W 96.23 feet along the Westerly line of S.T.H. #31; thence \$12.20'47"W 78.77 feet on the Westerly Line of S.T.H. #31 to the East-West \$\frac{1}{2}\$ Line of said Section 24; thence N89'08'05"W 230.00 feet along said East-West \$\frac{1}{2}\$ line to the point of beginning. Containing 1.216 acre.

21-008-03-22-24-012-000



CERTIFICATE
The above-described property has been surveyed under my direction and the above map is a correct representation thereof.

S/29/87 WALTER R. MADSEN S-SPE RACINE, WIS. WIS. SURVECTION.

BEARING BASE: ORID NORTH, WISCONSIN COORDINATE SYSTEM

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929 LEGEND

9 × 527

O . IRON STAKE FOUND

FIELD WORK 5/28/67 BY CME

DRAWH 5/21/87 BY DJT

SCALE [" * 60"

JOB NO. 87118-0

Page 1 of 1 Page

EXHIBIT

NM AR

Nielsen Madsen & Barber

1339 Washington Avenue Racine, Wisconsin 53403

Consulting Civil Engineers

EXHIBIT D

Land Owner	Date of Model Agreement;	Recording Information
Ruth C. Walker	July 28, 1986	Recorded November 13, 1986, in Volume 1830 of Records, pages 896-903, Document No. 1211275
George C. Sahagian and Albera Sahagian, his wife	July 14, 1986	Recorded November 13, 1986, in Volume 1830 of Records, pages 893-895, Document No. 1211274
Timothy C. Nelson and Barbara A. Nelson, his wife	November 13, 1986	Recorded November 14, 1986, in Volume 1831 of Records, page 150, Document No. 1211401
Edmund Ellsworth King and Ruth s. King, his wife	July 28, 1986	Recorded November 13, 1986, in Volume 1830 of Records, pages 904-907, Document No. 1211276

Register's Office
Racine County, Wis.
Received for Record
O'clibck, At M. and recorded in Volume Clo Q
of On Death

Julian M. Achutten

Register's Office
Racine County, Wis.

Received for Record
O'clibck, At M. and recorded in Volume Clo Q
of On Death
Resister of Peacle

1247144

LAND USE AGREEMENT

This Agreement made and entered into as of November 1987, by and between LAND RECLAMATION, LTD., a Wisconsin Corporation and SEKAO, INC., a Wisconsin Corporation, both of Racine, Wisconsin, hereinafter collectively referred to as "Owners", and the CITY OF RACINE, WISCONSIN, A Municipal Corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the parties hereto are desirous of establishing standards for industrial development on the parcel of real estate made the subject of this agreement for the purpose of providing a transition between the industrial development and adjacent non-industrial properties. It is the intent that the development standards in this agreement shall address set-back areas and vehicular access.

Real Estate Subject to Agreement. The real estate subject to this agreement ("the real estate") is part of the parcel of land legally described on Exhibit "A", and depicted on the plat identified as Exhibit "B". Exhibits "A" and "B" are attached hereto and incorporated as a part of this agreement by reference.

For and in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1.00 SET-BACK. The Owners shall establish a set-back area of 100 feet ("Set-Back Area") running along the boundary of the real estate, easterly from the intersection of Oakes Road and Sixteenth Street and continuing on that boundary to a point which lies approximately 1,450 feet south of the centerline of Sixteenth Street along a line identical to the centerline of Emmertsen Road extended to the south. It is understood that the 100 foot set-back area along Owners' boundary shall in the future be adjusted to include additional property that may be acquired by Owners so that the set-back area on Owners' property shall not exceed 100 feet at any given boundary point.

და და

W

 \simeq

N

0.00

- designating the area to be devoted to spatial separation and visually screening of the industrial development from the non-industrial area to the north and east. The set-back area will be dedicated to the installation and maintenance of earth berms, fencing, surface water drainage swales, landscaped green space, including trees and shrubs, and other compatible developments, which shall be in accordance with plans to be submitted by the Owners to the City, in care of the City Department of City Development, and subject to the approval by the City Plan Commission. Such plans or modification to plans shall be submitted by the Owners to the City upon written request directed to the Owners by the City.
- 1.02 Upon submission of plans or modifications to plans and before approval is granted by the City, the Owner shall furnish 23876-16, 23876-17, 23876-18, 23876-38, 23876-39
 TS # 23900 thru 23927 'VI 1896 PACE 539

to the City a Performance Bond executed by it as surety, in an amount equal to the estimated cost of implementing the plan(s).

- calendar months after request by the City as provided herein, the City shall at its option, be empowered to prepare plans which it shall submit to the Owners for implementation. If the Owners shall fail to implement the City's plans within four planting seasons (two calendar years), the City may implement the plans at Owners' expense. The Owners shall thereupon be liable under this agreement for the reasonable and necessary costs of implementing the City's plans, including the costs incurred by the City in plan preparation.
- 2.00 ACCESS. The parties further agree that vehicular access to the real estate from Sixteenth Street, Meadowlane Road, Sunset Street or Greenleaf Street shall be limited to automobile and small truck traffic, excepting, that in addition, Owners shall be permitted vehicular access to the real estate from said streets by all other types of vehicles which may from time to time be permitted by law or ordinance to travel on those streets. It is the intent of this provision that unless so permitted by law or ordinance, exterior access to the real estate for all heavy trucks or heavy equipment shall be restricted to points on Oakes Road and Twenty-First Street and Owners shall provide an internal roadway system for such heavy trucks and equipment within the real estate to serve its industrial users.

Notices under this agreement shall be sent to the following persons at the following addresses by United States mail, postage prepaid.

Owner: Land Reclamation, Ltd. 1777 Oakes Road

Racine, Wisconsin 53406

City: Director of City Development

730 Washington Avenue Racine, Wisconsin 53403

All provisions of the City zoning ordinance, subdivision ordinance and other City ordinances not in conflict with this agreement shall be applicable to the development of said real estate.

This agreement shall be binding upon the parties hereto, together with their heirs, executors, successors, and assigns, and shall be considered to be a covenant running with the land.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names, and their respective corporate seals to be hereonto affixed, attested to by their duly authorized officers, all as of the date first above written.

(Testimonium Page Follows)

OWNERS: ATTEST: LAND RECLAMATION, LTD. As to the signature of Richard F. Meissner Ву Official Capacity Richard F. Meissner, Executive Vice-Countersigned: Pres. Joseph J/ Muratore, Sr. As to the signature of Glenn Oakes Glenn Oakes, President (SEAL) SEKAO, INC., ATTEST: As to the signature of Richard F. Meissner Richard F. Meissner, Treasurer Countersigned: As to the signature of Glenn Oakes Ву Glenn Oakes, President J. Muratore, Sr. CITY OF RACINE ATTEST: As to the signature of N. Owen Davies Joseph E./Boyle

(Seal)

City Clerk

As to the signature of

Anthony J. Schlaffer

Signatures of N. OWEN DAVIES, Mayor, and ANTHONY J. SCHLAFFER, City Clerk, authenticated this 12th day of November, 1987.

Joseph E. Boyle

Title: Member State Bar of Wisconsin

Signatures of GLENN OAKES and RICHARD F. MEISSNER, authenticated this 19th day of November, A.D., 1987.

øseph J. Myratore, Sr.

Title: Member State Bar of Wisconsin

Nov. 12, 1987 LAND USE AGREEMENT Exhibit "A"

That part of the Southeast 1 of Section 14, the Northwest 1, Northeast 1, Southwest 1 and Southeast 1 of Section 23, and the Southwest 1 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 & 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 N83024152"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 N87º 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 SO1.50.10"E 113.76 feet to the North line of said Section 23; thence SO1045! 43"E 487.15 feet; thence N89°08'29"E 705.38 feet to the West line of said Section 24; thence SO1045143"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"EV1367.35 feet along the projected South line and actual South line of Twenty-first Street; thence SO1°33'25"E 1194.54 feet parallel to the North-South 1 line of said Section 24; thence N89°08:05"W 286.62 feet parallel to the East-West 1 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

Page 1 of 2

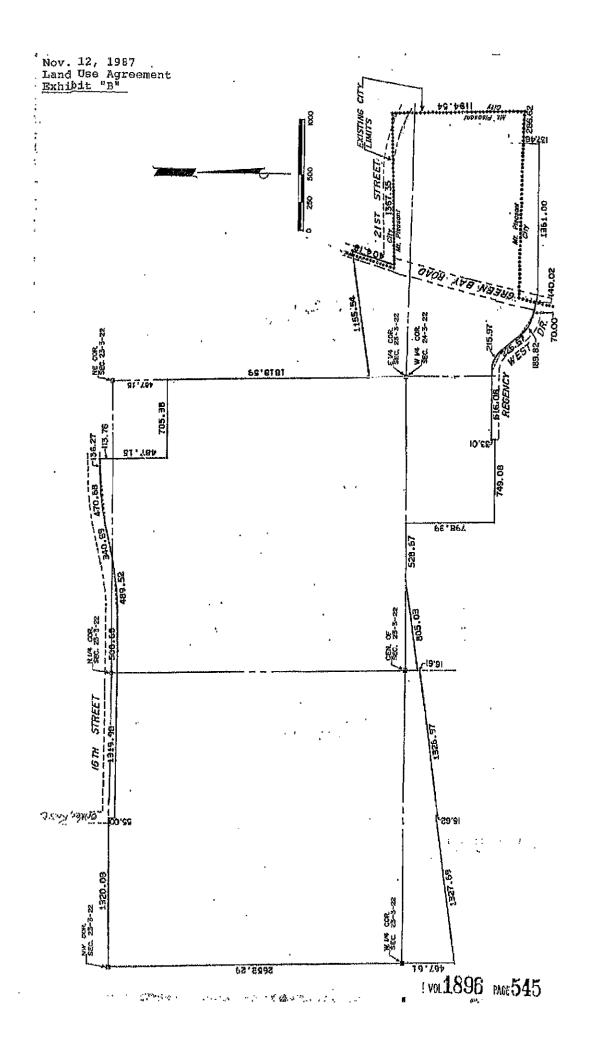
Bay Road; thence N79°01'46"W 140.02 feet to the West line of Green Bay Road and the North line of Regency West Drive; thence N78°10' point on a curve of Southwesterly convexity whose radius is 284.98 westerly on the arc of said curve and the Northerly line of Regency West Drive to a feet and whose chord bears N59°05'06"W 186.33 feet; thence North-Regency West Drive 189.82 feet; thence N40°00'10"W 226.67 feet on Regency West Drive 189.82 feet; thence N40°00'10"W 226.67 feet on 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 to a point on a curve of Northeasterly convexity whose radius is 245.04 feet and whose arc of said curve and the Northerly line of Regency West Drive thence S89°29'55"W 616.08 feet along the North line 215.97 feet; thence S89°29'55"W 616.08 feet along the North line 29'55"W 749.08 feet; thence S01°45'14"E 33.01 feet; thence S89°49'55"W 749.08 feet; thence S01°45'14"E 33.01 feet; thence S89°49'55"W 749.08 feet; thence N01°38'03"W 798'39 feet to the East—to the Southerly line of the former Chicago, Milwaukee, St. Paul along said right of way; thence S89°51'04"W 528.67 feet along said right of way; thence S81°38'51"W 805.03 feet 23; thence S01°45'01"E 16.61 feet along said North-South ½ line of said Section 23; thence S01°45'01"E 16.61 feet along said North-South ½ line of said Section 23' thence S81°38'51"W 1326.97 feet along said Railroad right of way; thence N01°36'45"W feet along said right of way to the West line of said Section 23; Section 23 to the West ½ corner of said Section 23; thence N01°36'45"W 467.61 feet along said West line of said Section 23 to the West ½ corner of said Section 23; thence N01°28'8"W 2653.29 feet to the point of beginning. Containing 429.677 acres including the land within Green Bay Road and Twenty-

Page 2.of 2 Pages.

Commence of the state of the st

The state of the s

Strank market by the will the will be



CONSENT OF SOLE DIRECTOR OF LAND RECLAMATION, LTD. IN LIEU OF MEETING

The undersigned, being the sole director of the above captioned Wisconsin Corporation, hereinafter also referred to as the Corporation, acting pursuant to the provisions of Section 180.91 of the Business Corporations' Act of the State of Wisconsin, does hereby consent in lieu of meeting to the adoption of the following resolutions:

RESOLVED, that the Land Use Agreement, a copy of which is attached hereto, incorporated as a part hereof, shall be and the same is hereby approved for execution by the Corporation,

RESOLVED FURTHER, that the officers of the Corporation are directed and authorized to execute said Land Use Agreement on behalf of the Corporation and to take all necessary and appropriate action to consummate the terms of the agreement.

RESOLVED FURTHER, that all prior actions of the officers of the Corporation taken pursuant to the said Land Use Agreement shall be and the same are hereby approved in all respects, and ratified as authorized acts of the Corporation.

Dated November

12th , A.D., 1987.

Glenn A. Oakes, Sole Director of

Land Reclamation, Ltd.

CONSENT OF SOLE DIRECTOR OF SEKAO, INC., IN LIEU OF MEETING

The undersigned, being the sole director of the above captioned Wisconsin Corporation, hereinafter also referred to as the Corporation, acting pursuant to the provisions of Section 180.91 of the Business Corporations' Act of the State of Wisconsin, does hereby consent in lieu of meeting to the adoption of the following resolutions:

RESOLVED, that the Land Use Agreement, a copy of which is attached hereto, incorporated as a part hereof, shall be and the same is hereby approved for execution by the Corporation,

RESOLVED FURTHER, that the officers of the Corporation are directed and authorized to execute said Land Use Agreement on behalf of the Corporation and to take all necessary and appropriate action to consummate the terms of the agreement.

RESOLVED FURTHER, that all prior actions of the officers of the Corporation taken pursuant to the said Land Use Agreement shall be and the same are hereby approved in all respects, and ratified as authorized acts of the Corporation.

Dated November 12th , A.D., 1987.

Glenn A. Oakes, Sole Director of

Sekao, Inc.

Register's Office Racine County, Wis.

Reseived for Record

day of

Helen M. Schutten

VOL 1896 PAGE 547

1258988	îndîyîmual and corponatr U.G. Babekhûy
FOR AND IN CONSIDERATION of the sum of One Doltar (\$1,00) to	
ls hereby acknowledged, LIBERTY SQUARE LIMITED PARTNERSHI	P, a Wisconsin
Limited Partnership	
, owner and grantor	
Wisconsin Electric Power Company	
and	
WISCONSIN BELL, INC.	
grontees, their successors and assigns, the right, permission and authority to repoir, maintain and replace conduit and cables underground, together with KWNL equipment; also the right to construct, install, operate, maintain and replace transformer (IK KWAK KWAK KWAK KWAK KWAK KWAK KWAK KW	construct, install, operate, 20042864 other appurtenant (an) electric pad-mounted a) concrete slob (\$1), pedas-purtenant equipment above algrads, or for such other service upon, across, within a.t. af the
grantor's premises describad as Parcel 3 of Certifi	
No. 1255, recorded in the Office of the Register of	
County, Wisconsin, in Volume 3 of Certified Survey	
652, as Document No. 1236698 and being in the South	west & of Section
24, Township 3 North, Range 22 East, City of Racine	, Racine County,
Wisconsin. Plaf Tax Key No ≥76-0000-2390	2-000
TOCKSTILLEDGE (ALSO AND ALE ALSO AND A	4.8 \$17 140170000000000000000152000000000000000000
16 16 mm 11 (1817) COLI 1917) Fill 164 164 164 164 164 164 164 164 164 164	907fdil doffil ði endje mær (guvot þedes pede suði þaib) 6445
(If necessary, continue on reverse side)	aâdaaaan oq puunpaqqqqqqq babaaqqq sasaqs faqasepb baqqaasaq
The location of the easement (strips (KNTKKXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	reinbefore granted with re- ereto, marked Exhibit "A"
The right, permission and authority is also granted to each of said grantess, it to construct, install, operate, maintain and replace one (1) electric and one (service lateral in and under the grantorS premises for the purpose of extend service to said premises. Said underground service laterals to be installed at such t grantees, their successors and assigns, may deep necessary.	neir successors and assigns, 1) telaphone underground ling electric and telephone ime and in such focation as
The right, permission and authority is also granted said grantees, their succeand/or cut down certain trees and/or brush where said trees and/or brush interior maintenance of underground facilities or represent a hazard to such facilities	essors and assigns, to trim refere with the installation
The grantor,	agree\$ that no building a said underground and/or ansin State Electrical Code

or any ameridments thereto.

The grantees and their agents shall have the right to enter the premises of the undersigned for the purpose of exarcising the rights herein acquired, but the grantees agree 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 grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities or telephone 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 and/or telephone service from said lines, such service will be rendered upon the completion and energizing of said lines, and then only under the conditions of the grantees' rules and regulations and at the grantees' authorized rates.

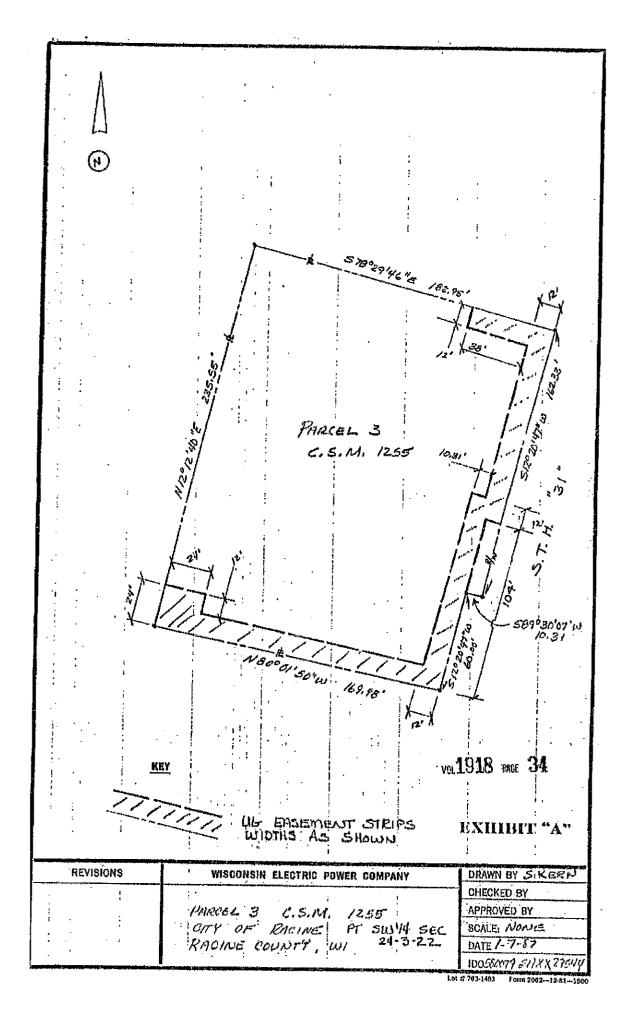
This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereta.

βο r to

\(\)

 \Rightarrow

٥. **^**1



IN WITHESS WHEREOF, I	have hereunto set my hand and
seal this 17 day of 1944	General General
LIBERTY SQUARE LIMITED PARTNI	BRSHIP, a Wisconsin limited partnership,
	LIBERTY SQUARE LIMITED PARTNERSHIP
In Presence Of:	a partnership
The (ms)	Everett J. Frenz , General Partner
	Partner (SEAL)
I I	Partner (SEAL)
1988 10 1990 (1986 1986 1986 1986 1986 1986 1986 1986	Partner (SEAL)
STATE OF WISCONSIN)	•
MICLOSURE BUNTY !	
Personally came before me	this 17 day of 1988,
the above named Everett J. Brenz	Things
to me known to be the person(%) and	General partner(%) who executed the foregoing
instrument on behalf of LIBERTY'S	SQUARE LIMITED PARAMERSHIP"
Wisconsin limited partnership, and	acknowledged the same.
	D.J. Const. Chamber of the const.
	Notary Pub Mis.
•	My commission (expires)(is) 12-24-89
STATE OF MISCONSIN)	
COUNTY }	
Personally came before me	thie day of
the shoup hours	
	partner(s) who executed the foregoing
Instrument on behalf of	partner(s) who executed the foregoing
partnovality - 1	, a
partnership, and ac	Knowledged the same.
Register's Office Racine County, Wis.	
Received for Record A.D. 19 S.F. at	Mahami Bul Ida
o'clock A. M. and recorded in Volume L27 8	Notary Public,Co., Wis.
Helen M. Schutten	My commission (expires)(is)
Into instrument was drafted by Robert G. Company.	Sanford on behalf of Misconsin Electric Power

vol.1918 mge 35

REGISTER'S OFFICE RACINE COUNTY WI

RECORDED____

94 MAR 21 AH 8:30

VOL 2355 PAGE 314-

REGISTER OF DEEDS

Memorandum of Lease

16. -

THIS MEMORANDUM OF LEASE, made and entered into this 4 day of Acarel., 19 44, by and between <u>Beremoy Point</u>
Limited Parineralis. A Wiscophin limited parinership, hereinafter referred to as "LANDLORD", and Fier I imports (U.S.), Inc., a Delaware corporation, hereinafter referred to as "TENANT", with its principal office at 301 Commerce Street, Suite 600, Fort Worth, Texas 76102.

WITNESSBITH, that:

- 1. LANDLORD, in consideration of the rents reserved and agreed to be paid by TENANT, and of the covenants, agreements, conditions and understandings to be performed and observed by TERANT, all as more firity set out in a lease (the "Lease Agreement") executed by LANDLORD and TENANT, and stand the _3_ day of _Mov_, 1922, hereby lets, leases and demises to the TENANT certain promises ("Premises"), contained in a shopping center constructed or to be constructed on the real property described in Exhibit A stached hereto to together with all of LANDLORDS rights, privileges, constructed appreciances in, ever and upon adjoining and adjacent public and private land, highways, reads and street reasonably required for ingress and egrees to or from the Premises. The Premises are cultimed in red on the Shopping Center also plan attached hereto as Exhibit B and shall include all improvements constructed upon the Premises.
- 2. The term of the lease shall commence as set forth in the Lease Agreement and expire <u>five</u> (_5_) lease years after the commencement date as determined and defined by the provisions of the Lease Agreement.
- 3. TENANT has an option to renew the Lease for three, (3) term(e) of five (5) years each, on the same terms and conditions as elated in the Lease Agreement,
- 4. This Memorandum of Loase is subject to all of the terms, conditions and understandings set forth in the Lease Agreement between the LANDLORD and TENANT, which agreement is incorporated berein by reference and made a part hereof, is though copied verballm herein. In the event of a conditions that terms and conditions of this Memorandum of Lease and the terms and conditions of the Lease Agreement shell prevail.
- 5. LANDLORD abknowledges that the visibility of the Promises is orbital to the successful operation of TENANT'S business. LANDLORD aprove that during the term of this Lesse, or any renewal or extension thereof, that it will not construct or permit to be constructed any building, parking facility, tower or other structure or improvement or plant any tree or other growing plant other than as may be required by local governmental authority, in the area outlined in green on Exhibit B ithe "No build Area") attended hereto to the extent LANDLORD has direct or Indirect ownership or control of such area.

IN WITNESS WHEREOF, the parties herete have caused the Memorandum of Lease to be duly executed as of the day and year first above written.

WITNESS OR ATTEST:

(Signatures continued on next page)

Register Court Limited Vartuely, Rayford) To with him ted Fart ner ship

Subscribed and swarn to before me this

1999 of Hayel e, 1999 1000 (0 hos, Jun So., Siche of Miss.,

My commission expires _____

bte393.so

Fage 1 of 2

100 2355 HAGE 314

-21 01 *

	TENANT: PIER 1 IMPORTS (U.S.), INC.,
WITNESS OR APTEST: Jay Starson Duty 9-16-93	By James R. Tener This Almor Duce Orendent of Ogentions
Exhibit A - Shopping Contor Logal Description (to be attached)	0 .
Exhibit 9 - Shopping Center Site Fiam (se be attached) (add appropriate acknowledgements)	
PARTNERSHIP STATE OF <u>WISCOUSIN</u>); COUNTY OF <u>DANE</u> SS:	R
Limited Partnership, a Wisconsin limited partnersh subscribed to the foregoing instrument, and acknow purposes and consideration therein expressed, and	ip, known to me to be the persons whose names are ledged to me that they executed the same for the
Given under my hand and seal of office this	9 day of MARCH. 1994.
. [ŞEAL]	9 day of Marcet, 1994. Notary Public in and for the Craig B Larson State of Misconsin.
My commission expires: 48/98	
CORPORATION	
STATE OF TEXAS)) SS; COUNTY OF TARRANT)	
Senior Vice President of Pier 1 Imports (U.S.), In the person whose name is subscribed to the foregot executed the same for the purposes and considerati and as the act and deed of said corporation.	ng instrument and acknowledged to me that he on therein expressed, in the capacity stated,
Given under my hand and seal of office this	14th day or Destember, 19 43.
[SEAL] KELLY D Notary STATE O My Comm. Exp. 1	Public Notary Public in and for the ' FTEXAS State of
My commission expires:	[Vol 2355 Fast 315

' Page 2 of 2

RETURN TO: PIER 1 IMPORTS ATTN: Property Mgmt P. O. Box 961020 Fort Worth, TX 76161-0020

EXHIBIT A

LEGAL DESCRIPTION

Parcel 3 of Certified Survey Map No. 1255, recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4, 1987 in Volume 3 of Certified Survey Maps, at page 652, as Document No. 1236698, being a part of the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 24, and the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 3 North, Range 22 East. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Code: 51-008-03-22-24-018-110

WE 2355 MEE 316

Exhibit A

JET

TAG.

EXHIBIT B SITE PLAN

COMMISS I

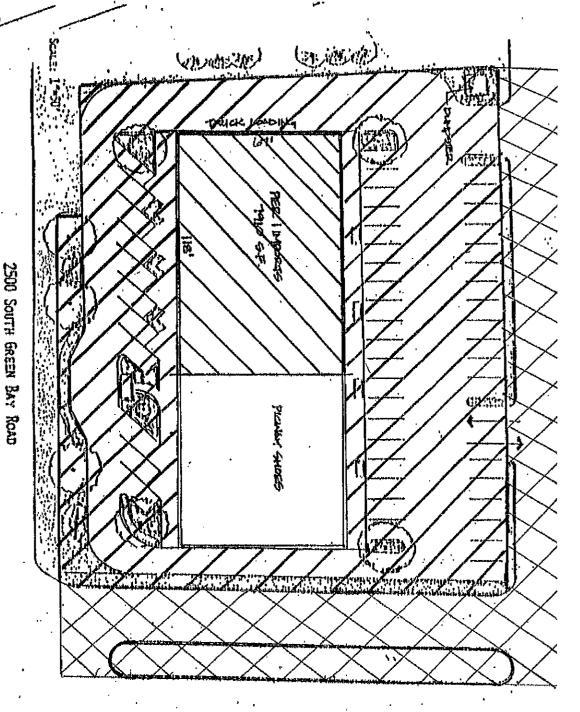


EXHIBIT B SITE PLAN

per 45ed 1



VOL 2355 PAGE 317

DOCUMENT #

pecil	STE	R'S ()FF	ICE.
REGIS	NE (aut.	ίťÝ	.WI

RECORDED____

2000 MAR 22 AM 9:36

MARK A. LADD REGISTER OF DEEDS YOL FAUE 3013 745 コルタ

PREPARED BY AND WHEN RECORDED MAIL TO:

LEXIS Document Services P. O. Box 2969 Springfield, Illinois 62708

A 1575307-2

81

SPACE ABOVE THIS LINE FOR RECORDER'S USH

MEMORANDUM OF LEASE

This is a Memorandum of Lease by and between REGENCY POINT LIMITED PARTNERSHIP, a Wisconsin limited partnership, hereinafter called LANDLORD and GATEWAY COMPANIES, INC., hereinafter called TENANT upon the following terms:

PARCEL ID # __276-000023902000

- 1. Date of Lease: /-11-2000
- 2. Description of Shopping Center: See Exhibit "A-1" attached hereto.
- 3. <u>Date of Commencement</u>: The Primary Term of the Lease shall begin on the date (the "Commencement Date") upon which Landlord tenders possession of the Demised Premises to Tenant, free of all tenancies and in the condition required pursuant to Article 6 of the Lease.
 - 4. Term: five (5) years
 - 5. Extension Option(s): two (2) five (5) year renewal options.
 - 6. Purchase Option(s): none
 - 7. Right of First Refusal Option: none

gap

- Tenant Exclusive: Landlord covenants and agrees that, during the Term, Tenant 8. has the exclusive right in the Shopping Center (or any property contiguous or adjacent to the Shopping Center), owned or leased by Landlord (or any affiliate of Landlord), or in which Landlord (or any affiliate of Landlord) has a controlling interest, directly or indirectly, to (a) the sale of personal computer hardware or items which are a technological evolution of any of the foregoing products, and (b) the service and repair of such type of product that is permitted to be sold as outlined in (a), (all of the foregoing in clauses (a) and (b) is hereinafter collectively referred to as "Tenant's Exclusive Right"); provided, however, in no event shall the foregoing limit or restrict the right of any existing tenant in the Shopping Center (or its successor or assigns permitted under it lease without Landlord's consent) to engage in the use permitted such tenant under the terms of its existing lease for its premises in the Shopping Center. This covenant and Tenant's Exclusive Right shall run with the land on which the Shopping Center is located and on any property contiguous or adjacent to the Shopping Center currently owned or leased by Landlord (or any affiliate of Landlord), or in which Landlord (or any affiliate of Landlord) has a controlling interest, directly or indirectly, during the Term of the Lease. Landlord agrees to enforce Tenant's Exclusive Right against other tenants in the Shopping Center using all reasonable legal means. In the event of a breach by Landlord under this Paragraph 8, Tenant shall be entitled to injunctive relief as well as all other remedies available at law or in equity.
- 9. Use Restrictions: Tenant has entered into the Lease in reliance upon representations by Landlord that the Shopping Center is, and will remain, retail in character and, further, that no part of the Shopping Center shall be used for (i) a theater, (ii) an auditorium, meeting hall, or other place of public assembly, (iii) a school, (iv) a gymnasium, health club, or an exercise or dance studio, (v) a dance hall, (vi) a bar, (vii) an off-track betting business, (viii) a billiard or pool hall, (ix) for bingo or similar games of chance, (x) a massage parlor, (xi) a game arcade, (xii) a bowling alley, (xiii) a skating rink, (xiv) a car wash, car repair or car rental agency, (xv) a night club, or (xvi) an adult book or adult video tape store (which are defined as stores in which any portion of the inventory is not available for sale or rental to children under 18 years old because such inventory explicitly deals with or depicts human sexuality). In addition, no restaurant shall be permitted in the Shopping Center within two hundred fifty (250) feet of the Demised Premises.

The purpose of this Memorandum of Lease is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. Any defined terms used herein shall have the same meanings as ascribed thereto in the Lease.



VOL PAGE 3013 747

IN WITNESS WHEREOF the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

WITNESSES:	LANDLORD:
Dan M. TERRY WITNESSES:	REGENCY POINT LIMITED PARTNERSHIP, a Wisconsin limited partnership By: Name: Byron L. Fronz Title: Covern Partners
Sulie Ummach	TENANT:
J. Petry	GATEWAY COMPANIES, INC., a Delaware corporation
HARRE LETERSON	By: Office Place Name: Seffice A Page
	Its: UP of Finance

VOL PAGE 3013 748

Acknowledgment By Tenant

STATE OF MAN
COUNTY OF South Deflote
Personally appeared before me, a Notary Public in and for the above County and State, known personally by me and acknowledged by me to be only date of execution, of GATEWAY COMPANIES, INC., a Delaware corporation and he/she executed the foregoing for and on behalf of said Corporation by authority of its Board of Directors.
Witnessed by hand and this notarial seal this 6 day of Januar 20 00 [Seal] Notary Public Signature
Printed/Typed Name: Meyry B. Nyguh My Commission Expires: 4/23/00 Commission Number: 1
Acknowledgment of Landlord
COUNTY OF Dane
Personally appeared before me, a Notary Public in and for the above County and State, known personally by me and acknowledged by me to be on the date of execution, served Part of Wiscenson United Part and he/she executed the foregoing for and on behalf of said Corporation by authority of its Board of Directors.
Witnessed by hand and this notarial seal this <u>U</u> day of <u>Januar</u> , 2000.
Seal Notary Public Signature Printed/Typed Name: Jean M. Texm My Commission Expires: Let 30102 Commission Number 1

Jap

VOL PAGE 3013 749

EXHIBIT "A-1"

LEGAL DESCRIPTION OF THE SHOPPING CENTER

Parcel 3 of Certified Survey Map No. 1255, recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4, 1987 in Volume 3 of Certified Survey Maps, page 652, as Document No. 1236698, being a part of the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 24, and the Northeast 1/4 of the Southeast 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.

