

Knight Barry
TITLE GROUP
Integrity. Experience. Innovation.

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

Refer Inquiries to: Mary K. Payne (mary@knightbarry.com)
Completed on: 12/27/19 9:40 am
Last Revised on: 12/27/19 9:40 am
Printed on: 12/27/19 9:40 am

Applicant Information

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

Sales Representative: Craig Haskins

Property Information

(Note: values below are from the tax roll)

Effective Date: 11/12/2019 at 8:00 am

Owner(s) of record: BMC Racine LLC, an Illinois limited liability company and MARC Racine LLC, an Illinois limited liability company, each to an undivided 50% interest, as tenants in common

Property address: 2308 S Green Bay Road, Racine, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: Parcel 1 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 part of the Northwest ¼ of Southwest ¼ and the Southwest ¼ of the Northwest ¼ of Section 24, Township 3 North, Range 22 East and the Northeast ¼ of the Southeast ¼ of Section 23, Township 3 North, Range 22 East; EXCEPTING THEREFROM lands conveyed for highway purposes as shown in Quit Claim Deed recorded January 3, 1989, as Document No. 1273582. Said land being in the City of Racine, County of Racine, State of Wisconsin.

Tax Key No: 23901000

Mortgages / Leases / Land Contracts / UCC

Memorandum of Lease and other matters contained in the instrument recorded March 13, 1995, in Volume 2433, Page 501, as Document No. 1494647.

Memorandum of Lease and other matters contained in the instrument recorded October 1, 2002, in Volume 3525, Page 826, as Document No. 1852883. Along with Affidavit of Correction recorded on December 6, 2002 as Document No. 1867810.

Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing from MARC Racine LLC, an Illinois limited liability company and BMC Racine LLC, an Illinois limited liability company to BMO Harris Bank, N.A. in the amount of \$9,100,000.00 dated July 26, 2016 and recorded July 27, 2016, as Document No. 2440782.

Assignment of Rents from MARC Racine LLC, an Illinois limited liability company and BMC Racine LLC, an Illinois limited liability company to BMO Harris Bank, N.A. recorded July 27, 2016 as Document No. 2440783.

Subordination, Non-Disturbance and Attornment Agreement and other matters contained in instrument recorded July 27, 2016, as Document No. 2440784.

Subordination, Non-Disturbance and Attornment Agreement and other matters contained in instrument recorded July 27, 2016, as Document No. 2440785.

Subordination, Non-Disturbance and Attornment Agreement and other matters contained in instrument recorded July 27, 2016, as Document No. 2440786.

Subordination, Non-Disturbance and Attornment Agreement and other matters contained in instrument recorded July 27, 2016, as Document No. 2440787.

Rights of lessees under unrecorded leases, if any.



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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.

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

Utility Easement and other matters contained in the instrument recorded September 21, 1987 as Document No. 1240307.

Utility Easement and other matters contained in the instrument recorded January 6, 1988 as Document No. 1247555.

Utility Easement and other matters contained in the instrument recorded September 14, 1990 as Document No. 1320462.

Utility Easement and other matters contained in the instrument recorded February 20, 1991 as Document No. 1331938.

Covenants, conditions, restrictions and other matters contained in the instrument recorded June 9, 1987 as Document No. 1231812.

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

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

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

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

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 as Document No. 1209322.

Memorandum of Agreement and other matters contained in the instrument recorded March 3, 2016 as Document No. 2429476.

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 \$366,027.88, and all prior years are paid.



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

Other Matters

None

Footnotes

This report is intended for the purposes of causing the Property to become a public right of way for road purposes. Consult the Company before using for any other purposes.

Copies of All Deeds, and Documents listed on report are attached.

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

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



1079136

Search powered by



Report-Print engine
List & Label @ Version 10:
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1991-2013

City of Racine Web Portal - Property Summary

Property: 23901000

| Tax Year | Prop Type | Parcel Number | Municipality | Property Address | Billing Address |
|---|-------------|---------------|----------------------|---------------------|---|
| 2018 ▼ | Real Estate | 23901000 | 276 - CITY OF RACINE | 2308 S GREEN BAY RD | BMC RACINE LLC MARC RACINE LLC 8430 W BRYN MAWR AVE, STE 850 CHICAGO IL 60631 |
| Tax Year Legend: = owes prior year taxes = not assessed = not taxed Delinquent Current | | | | | |

Summary

Property Summary

| | |
|------------------|---------------------|
| Parcel #: | 23901000 |
| Alt. Parcel #: | |
| Parcel Status: | Current Description |
| Creation Date: | 7/11/2017 |
| Historical Date: | |
| Acres: | 0.000 |

Property Addresses

| Primary ▲ | Address |
|-------------------------------------|----------------------------------|
| <input checked="" type="checkbox"/> | 2308 S GREEN BAY RD RACINE 53406 |

Owners

| Name | Status | Ownership Type | Interest |
|-----------------|------------------|----------------|----------|
| BMC RACINE LLC | CURRENT OWNER | | 0.00 |
| MARC RACINE LLC | CURRENT CO-OWNER | | 0.00 |

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Legal Description

NE 1/4 SE 1/4 SEC 23-3-22 + NW 1/4 SW 1/4 SEC 24-3-22 PCL 1 CSM NO 1255 REC VOL 3 CSM PG 652 EXC PT FOR ST S GREEN BAY RD

Public Land Survey - Property Descriptions

No Property Descriptions were found

District

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

| | | |
|------|--------------------|----------------|
| | STATE OF WISCONSIN | |
| 4620 | UNIFIED SCHOOL | REGULAR SCHOOL |

Building Information

Buildings

Assessments

Assessment Summary

Estimated Fair Market Value: 12716100

Assessment Ratio: 0.9830

Legal Acres: 0.000

2018 valuations

| Class | Acres | Land | Improvements | Total |
|-----------------|-------|---------|--------------|----------|
| G2 - COMMERCIAL | 0.000 | 4679400 | 7820600 | 12500000 |
| ALL CLASSES | 0.000 | 4679400 | 7820600 | 12500000 |

2017 valuations

| Class | Acres | Land | Improvements | Total |
|-----------------|-------|---------|--------------|----------|
| G2 - COMMERCIAL | 0.000 | 4679400 | 7820600 | 12500000 |
| ALL CLASSES | 0.000 | 4679400 | 7820600 | 12500000 |

Taxes

Tax Summary

| | |
|---------------|----------------------------|
| Bill #: 26204 | Net Mill Rate: 0.029166790 |
|---------------|----------------------------|

Lottery Credits

| Claims | Date | Amount |
|--------|------|--------|
| 0 | | 0.00 |

Installments

| Due Date ▲ | Amount |
|------------|----------|
| 1/31/2019 | 92641.72 |
| 3/31/2019 | 91128.72 |
| 5/31/2019 | 91128.72 |
| 7/31/2019 | 91128.72 |

Payments

| Status | Payment Date ▲ | Type | Amount | Receipt # | Notes |
|--------|----------------|------|----------|-----------|------------------------|
| Posted | 1/16/2019 | T | 92641.72 | 91794 | BMC RACINE LLC #1376 |
| Posted | 3/21/2019 | T | 91128.72 | 104022 | BMC RACINE LLC 001410 |
| Posted | 5/30/2019 | T | 91128.72 | 111752 | CHECK 1435 BMC RACINE |
| Posted | 7/12/2019 | T | 91128.72 | 115464 | BMC RACINE LLC CK 1460 |

Key: Property Type: RE - Real Estate, PP - Personal Property

Payment Type: A - Adjustment, R - Redemption, T - Current Tax, Q - Quit Claim, D - Write Off Deeded, B - Write Off Bankruptcy

Details

| Description | Amount | Paid | Due |
|-------------|-----------|------|-----|
| Gross Tax | 387404.66 | - | - |

| Description | Amount | Paid | Due |
|---|------------------|------------------|-------------|
| School Credit | 22819.69 | - | - |
| <input checked="" type="checkbox"/> Total | 364584.87 | - | - |
| GATEWAY TECHNICAL COLLEGE | 10229.96 | | |
| LOCAL | 206706.79 | | |
| RACINE COUNTY | 43300.15 | | |
| STATE OF WISCONSIN | 0.00 | | |
| UNIFIED SCHOOL | 104347.97 | | |
| First Dollar Credit | 69.99 | - | - |
| Lottery Credit | 0.00 | - | - |
| Net Tax | 364514.88 | 364514.88 | 0.00 |
| Special Assessments | 0.00 | 0.00 | 0.00 |
| <input checked="" type="checkbox"/> Special Charges | 1513.00 | 1513.00 | 0.00 |
| Fire Inspection | 1450.00 | | |
| SANITARY SEWER MAINTENANCE | 63.00 | | |
| Delinquent Utility | 0.00 | 0.00 | 0.00 |
| Private Forest Crop | 0.00 | 0.00 | 0.00 |
| Woodland Tax Law | 0.00 | 0.00 | 0.00 |
| Managed Forest Land | 0.00 | 0.00 | 0.00 |
| Other Charges | 0.00 | 0.00 | 0.00 |
| Interest | - | 0.00 | 0.00 |
| Penalty | - | 0.00 | 0.00 |
| TOTAL | 366027.88 | 366027.88 | 0.00 |

Tax History

Interest/Penalty Date 11/12/2019

| Year | Amount | Interest Paid | Penalties Paid | Paid | Last Paid | Amount Due | Status |
|--------------|-------------------|---------------|----------------|-------------------|-----------|-------------|--------|
| 2018 | 366027.88 | 0.00 | 0.00 | 366027.88 | 7/12/2019 | 0.00 | Paid |
| 2017 | 392876.98 | 0.00 | 0.00 | 392876.98 | 7/26/2018 | 0.00 | Paid |
| 2016 | 395319.85 | 0.00 | 0.00 | 395319.85 | 7/17/2017 | 0.00 | Paid |
| 2015 | 435461.35 | 0.00 | 0.00 | 435461.35 | 1/5/2016 | 0.00 | Paid |
| 2014 | 414562.79 | 0.00 | 0.00 | 414562.79 | 1/22/2015 | 0.00 | Paid |
| 2013 | 414992.72 | 0.00 | 0.00 | 414992.72 | 6/30/2014 | 0.00 | Paid |
| TOTAL | 2419241.57 | 0.00 | 0.00 | 2419241.57 | - | 0.00 | - |

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

Document History

No matching document history was found

Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Search for:

bmc racine

Search Records

[Search](#)
[Advanced Search](#)
[Name Availability](#)**Corporate Records**Result of lookup for **B082816** (at 11/19/2019 4:56 PM)

BMC RACINE LLC

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

Vital Statistics

Entity ID B082816

Registered Effective Date 01/29/2016

Period of Existence PER

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

Status Date 01/29/2016

Entity Type Foreign LLC

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

Foreign Organization Date 01/19/2016

Paid Capital Represented

Foreign State IL

Addresses

Registered Agent Office CORPORATION SERVICE COMPANY
8040 EXCELSIOR DR
SUITE 400
MADISON, WI 53717-2915
[File a Registered Agent/Office Update Form](#)

Principal Office 8430 W BRYN MAWR AVE STE 850
CHICAGO, IL 60631

Historical Information**Annual Reports**

| Year | Reel | Image | Filed By | Stored On |
|------|------|-------|----------|-----------|
| 2018 | 000 | 0000 | online | database |
| 2018 | 000 | 0000 | online | database |
| 2017 | 000 | 0000 | online | database |

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

11/19/2019

BMC RACINE LLC (B082816)

Certificates of
Newly-elected
Officers/Directors

None

Old Names

None

Chronology

| Effective Date | Transaction | Filed Date | Description |
|----------------|----------------------------|------------|--------------|
| 01/29/2016 | Registered | 02/03/2016 | |
| 08/09/2017 | Intent to Revoke | 08/09/2017 | |
| 08/01/2019 | Intent to Revoke | 08/01/2019 | |
| 08/12/2019 | Change of Registered Agent | 08/12/2019 | OnlineForm 5 |

[Order a Document Copy](#)

Wisconsin Department of Financial Institutions

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Search for:

marc racine

Search Records

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

Corporate Records

Result of lookup for M094705 (at 11/19/2019 4:56 PM)

MARC RACINE LLC

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

Vital Statistics

Entity ID M094705

Registered Effective Date 02/02/2016

Period of Existence PER

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

Status Date 02/02/2016

Entity Type Foreign LLC

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

Foreign Organization Date 01/19/2018

Paid Capital Represented

Foreign State IL

Addresses

Registered Agent Office CORPORATION SERVICE COMPANY
8040 EXCELSIOR DR STE 400
MADISON, WI 53717

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

Principal Office 55 E JACKSON BLVD STE 500
CHICAGO, IL 60604

Historical Information

Annual Reports

| Year | Reel | Image | Filed By | Stored On |
|------|------|-------|----------|-----------|
| 2019 | 000 | 0000 | online | database |
| 2018 | 000 | 0000 | online | database |
| 2017 | 000 | 0000 | online | database |

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

11/19/2019

MARC RACINE LLC (M094705)

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

None

Old Names

None

Chronology

| Effective Date | Transaction | Filed Date | Description |
|----------------|------------------|------------|-------------|
| 02/02/2016 | Registered | 02/05/2016 | |
| 08/01/2019 | Intent to Revoke | 08/01/2019 | |

Order a Document Copy.

STATE BAR OF WISCONSIN FORM 1--2000
WARRANTY DEED

Document Number

This Deed, made between R-O Associates of Racine Limited Partnership, a Wisconsin limited Partnership, Grantor, and BMC Racine LLC, an Illinois limited liability company, and MARC Racine LLC, an Illinois limited liability company, each to an undivided fifty percent (50%) interest as tenants in common, Grantee.

Grantor, for a valuable consideration, conveys to Grantee the following described real estate in Racine County, State of Wisconsin (the "Property") (if more space is needed, please attach addendum):

Parcel 1 of Certified Survey Map No. 1255, recorded August 4, 1987 in Volume 3 of Certified Survey Maps, pages 652-657, as Document No. 1236698, being 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, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin. EXCEPTING THEREFROM those lands conveyed by Quit Claim Deed recorded as Document No. 1273582.

Property Address: 2308 S. Green Bay Road, Racine, Wisconsin

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except See Exhibit A attached hereto.

Dated this 29 day of FEBRUARY, 2016.

*

*

AUTHENTICATION

Signature(s) of Thomas J. Redmond as Trustee of the Thomas J. Redmond Revocable Trust of 1995, General Partner of R-O Associates of Racine Limited Partnership authenticated this 29 day of FEBRUARY, 2016.

*Robert B. Peregrine

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY

Attorney Robert B. Peregrine

SCHOBER SCHOBER & MITCHELL, S.C.

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

Document #: **2429474**

Date: 03-03-2016 Time: 02:39:17 PM Pages: 2

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Chicago Title Company - SPS Wisconsin

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

Transfer Fee: \$37500.00

**The above recording information verifies

this document has been electronically

recorded and returned to Chicago Title Company - SPS Wisconsin

Recording Area

Name and Return Address

Stacey Hansen

Bonnie Management Corp.

8430 W. Bryn Mawr Avenue, #850

Chicago, IL 60631-3448

276-00-00-23901-000

Parcel Identification Number (PIN)

This is not homestead property.

R-O ASSOCIATES OF RACINE LIMITED PARTNERSHIP, a Wisconsin limited partnership

By: THOMAS J. REDMOND REVOCABLE TRUST OF 1995, General Partner

By: Thomas J. Redmond
Thomas J. Redmond, Trustee

ACKNOWLEDGMENT

STATE OF WISCONSIN)

____ County) ss.

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

Notary Public, State of Wisconsin

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

*Names of persons signing in any capacity must be typed or printed below their signature.

WARRANTY DEED

STATE BAR OF WISCONSIN

FORM No. 1--2000

EXHIBIT A

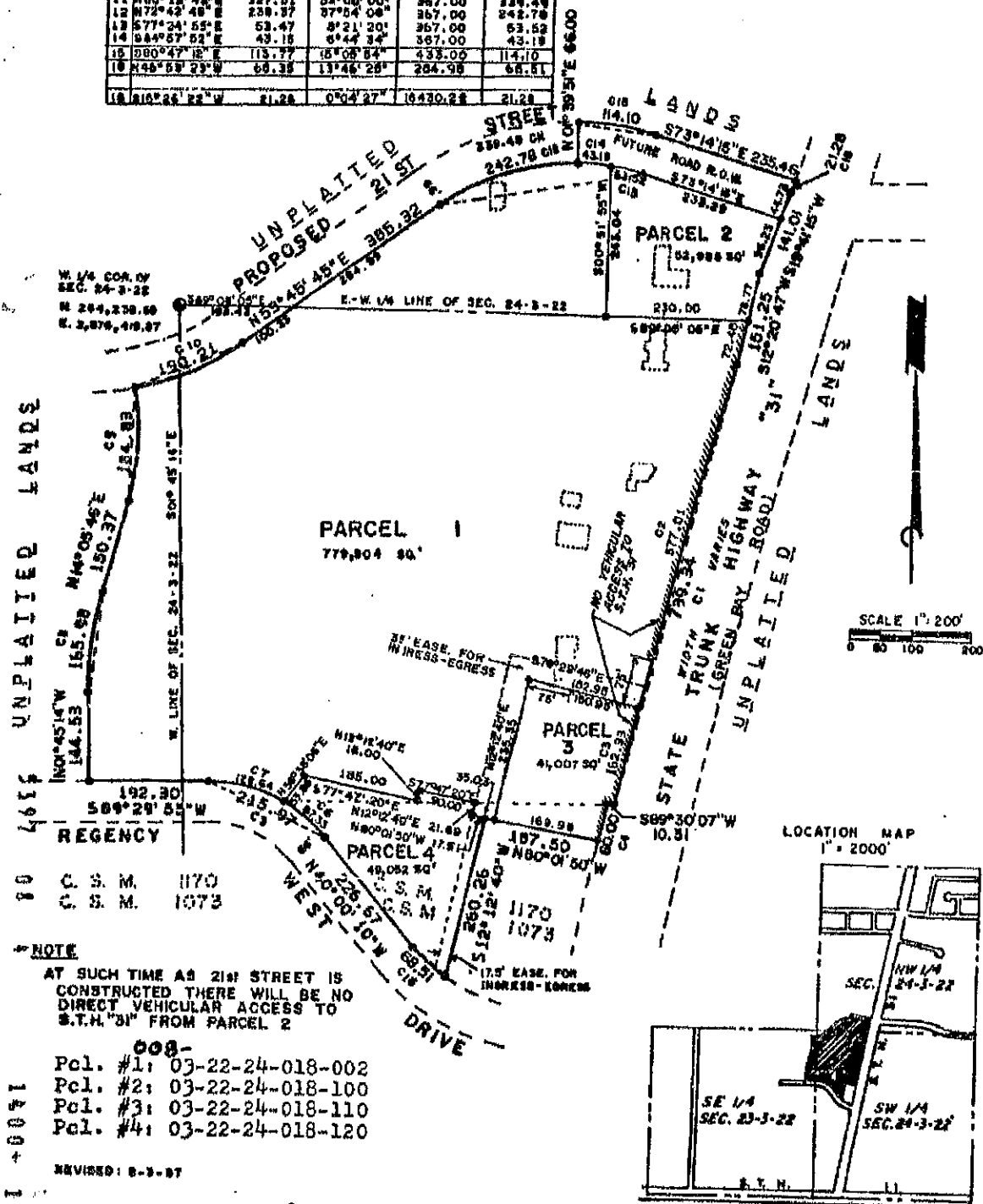
Exceptions to Warranty Deed

1. General taxes for the year 2016, not yet due and payable.
2. Rectals as shown on Certified Survey Map No. 1255 recorded on August 4, 1987, as Document No. 1238698, which among other things rectifies easements, road reservation and access restrictions.
Reference is hereby made to said document for full particulars.
3. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Wisconsin Natural Gas Company, for utility purposes, recorded on September 21, 1987, as Document No. 1240307.
4. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Wisconsin Electric Power Company, for utility purposes, recorded on January 6, 1988, as Document No. 1247655.
5. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Wisconsin Electric Power Company and Wisconsin Bell, Inc., for utility purposes, recorded on September 14, 1990, as Document No. 1320482.
6. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Wisconsin Electric Power Company, for utility purposes, recorded on February 20, 1991, as Document No. 1331938.
7. Model Agreement recorded June 9, 1987 as Document No. 1231813.
8. A leasehold as created by that certain lease dated February 8, 1995, executed by R.O. Associates, a Wisconsin limited partnership, as lessor, and The TJX Companies, Inc., a Delaware corporation, as lessee, as referenced in the document entitled Memorandum of Lease, which was recorded March 13, 1995 as Document No. 1494647, for the term, upon and subject to all the provisions contained in said document, and in said lease.
9. A leasehold as created by that certain lease dated July 23, 2002, executed by R-O Associates of Racine Limited Partnership, a Wisconsin limited partnership, as lessor, and Bed Bath & Beyond Inc., a New York corporation, as lessee, as referenced in the document entitled Memorandum of Lease, which was recorded October 1, 2002 as Document No. 1852883, for the term, upon and subject to all the provisions contained in said document, and in said lease, corrected by Affidavit of Correction recorded as Document No. 1867810.
10. Rights of tenants in possession including any rights to tenants fixtures owned by such tenants located on the demised premises and any liens on such tenants fixtures, and all parties having a lien on or claiming by, through or under the lessee, which parties and liens are not separately shown herein.

CERTIFIED SURVEY MAP No. 1256
PART OF THE NW 1/4 OF THE SW 1/4 AND SW 1/4 OF THE NW 1/4 OF SEC.
4 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

| CURVE DATA | | | | |
|------------|-------------------|-------------|-------------|-------------|
| NO. | CHORD | CEN ANGLE | RADIUS | ARC |
| 1 | 51° 08' 48" W | 73° 28' 42" | 16430.14 | 73° 28' 42" |
| 2 | 51° 14' 23" 48" W | 87° 08' 44" | 16430.19 | 87° 08' 44" |
| 3 | 51° 08' 23" 24" W | 93° 53' 58" | 16430.19 | 577.31 |
| 4 | 51° 32' 11' 24" W | 50.00 | 61° 23' 28" | 600.00 |
| 5 | 48° 58' 18' 07" W | 204.04 | 50° 28' 53" | 248.04 |
| 6 | 48° 08' 22' 43" W | 88.04 | 50° 28' 06" | 248.04 |
| 7 | 48° 58' 18' 07" W | 127.17 | 50° 28' 45" | 248.04 |
| 8 | 48° 08' 22' 43" W | 65.54 | 50° 28' 06" | 248.04 |
| 9 | 48° 58' 18' 07" W | 187.33 | 50° 28' 45" | 600.00 |
| 10 | 48° 08' 22' 43" W | 187.33 | 50° 28' 06" | 600.00 |
| 11 | 48° 58' 18' 07" W | 108.58 | 50° 28' 45" | 248.04 |
| 12 | 48° 08' 22' 43" W | 227.81 | 50° 28' 06" | 248.04 |
| 13 | 48° 58' 18' 07" W | 238.87 | 50° 28' 45" | 248.04 |
| 14 | 48° 08' 22' 43" W | 53.47 | 50° 28' 06" | 248.04 |
| 15 | 48° 58' 18' 07" W | 43.18 | 50° 28' 45" | 248.04 |
| 16 | 48° 08' 22' 43" W | 113.77 | 50° 28' 06" | 248.04 |
| 17 | 48° 58' 18' 07" W | 68.38 | 50° 28' 45" | 248.04 |
| 18 | 48° 08' 22' 43" W | 11.28 | 50° 28' 06" | 248.04 |
| 19 | 48° 58' 18' 07" W | 11.28 | 50° 28' 45" | 248.04 |
| 20 | 48° 08' 22' 43" W | 11.28 | 50° 28' 06" | 248.04 |

• DENOTES STANDARD RACINE COUNTY
MONUMENT WITH BRASS CAP



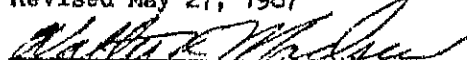
CERTIFIED SURVEY MAP No. 1255

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

SURVEYOR'S CERTIFICATE

I, WALTER R. MADSEN, hereby certify that I have prepared this Certified Survey Map, the exterior boundaries of which are described as: That part of the West 1/4 of Section 24, and of the Southeast 1/4 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 1/4 corner of said Section 24; run thence S89°08'05" E 183.43 feet along the East-West 1/4 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 S80°47'12" E 113.77 feet; thence Easterly on the arc of said curve 114.10 feet; thence S73°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 S16°26'22" W 21.28 feet; thence Southerly on the arc of said curve and the Westerly line S.T.H. #31 21.28 feet; thence S19°41'15" W 141.01 feet along the Westerly line of S.T.H. #31; thence S12°20'47" W 151.25 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 S14°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 S89°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 S12°41'39" W 60.00 feet; thence Southerly 60.04 feet along the arc of said curve; thence N80°01'50" W 187.50 feet; thence S12°12'40" W 260.26 feet to the Northeastery 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 Northeastery line of Regency West Drive 68.51 feet; thence N40°00'10" W 226.67 feet along the Northeastery line of Regency West Drive to a point on a curve of North-easterly 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 Northeastery 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 165.45 feet; thence Northerly on the arc of said curve 165.98 feet; thence N14°05'46" E 150.37 feet to a point on a curve of Easterly convexity whose radius is 433.00 feet and whose chord bears N01°52'02" E 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 chord bears N66°20'50" E 188.69 feet; thence Northeastery on the arc of said curve 190.21 feet; thence N53°45'45" E 100.33 feet to the point of beginning. Containing 21.188 acres.

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


Walter R. Madsen
1339 Washington Avenue
Racine, Wisconsin 53403



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

TOWN'S CERTIFICATE

APPROVED as a Certified Survey Map this 4th day of
August, 1987.

Carol Jensen
Carol Jensen, Clerk
TOWN OF MT. PLEASANT

COUNTY'S CERTIFICATE

APPROVED as a Certified Survey Map this 18th day of
May, 1987.

Arnold L. Clement
Arnold L. Clement, Dir. Planning
& Development

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 repre-
sented 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
Ordinance.

WITNESS the hand and seal of said Owners this 27 day of
JULY, 1987.

R-O ASSOCIATES OF RACINE LIMITED
PARTNERSHIP

BY: REDMOND DEVELOPMENT CORPORATION,
General Partner

Thomas J. Redmond
Thomas J. Redmond, President

ATTEST:

Mark D. Redmond
Mark D. Redmond, Secretary

BY: Thomas J. Redmond
Thomas J. Redmond, General Partner

CORPORATE ACKNOWLEDGMENT

STATE OF WISCONSIN }
MILWAUKEE COUNTY } ss.

1987, Personally came before me this 27 day of JULY,
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
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.

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

INDIVIDUAL ACKNOWLEDGMENT

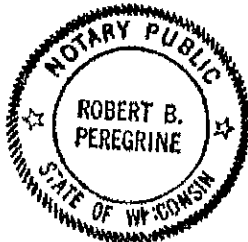
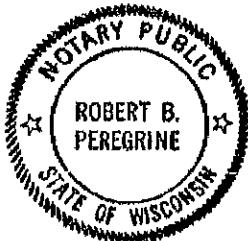
STATE OF WISCONSIN }
MILWAUKEE COUNTY } ss.

1987, Personally came before me this 27 day of JULY,
1987, 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
partner as the deed of said partnership by its authority.

Robert B. Peregrine
Robert B. Peregrine
Notary 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



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

Glenn A. Oakes
Glenn A. Oakes

Sandra M. Oakes
Sandra M. Oakes

NO CORPORATE SEAL

SEKAO, INC.

Glenn A. Oakes
Glenn A. Oakes, President

ATTEST:

Sandra M. Oakes
Sandra M. Oakes, Secretary

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WISCONSIN }
RACINE COUNTY } ss.

Personally came before me this 24th day of July,
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.

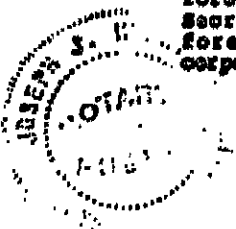
Joseph J. Muratore, Sr.
Joseph J. Muratore, Sr.
Notary Public, State of Wisconsin
My Commission is permanent.

CORPORATE ACKNOWLEDGMENT

STATE OF WISCONSIN }
RACINE COUNTY } ss.

Personally came before me this 24th day of July,
1987, Glenn A. Oakes, President and Sandra M. Oakes, Secretary 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.

Joseph J. Muratore, Sr.
Joseph J. Muratore, Sr.
Notary Public, State of Wisconsin
My Commission is permanent.



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

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

MARINE BANK, NATIONAL ASSOCIATION

Donald G. Feetz
Donald G. Feetz, Vice President

ATTEST:

Donald Griffin, Jr.
Donald Griffin, Jr.
Senior Vice President

CORPORATE ACKNOWLEDGMENT

STATE OF WISCONSIN)
MILWAUKEE COUNTY) ss.

Personally came before me this 29th day of July,
1987, Donald G. Feetz, Vice President and Donald Griffin, Jr., Se. VP
~~Secretary~~ 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.



Dolores A. Janus
Dolores A. Janus
Notary Public, State of Wisconsin
My Commission: 1-15-89

Sheet 5 of 6 Sheets

Volume 3

Page 656

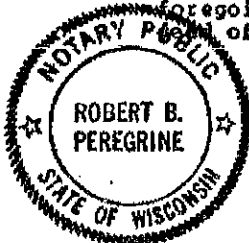
CERTIFIED SURVEY MAP No. 1255
PART OF THE NW 1/4 OF THE SW 1/4 AND SW 1/4 OF THE NW 1/4 OF SEC.
24 AND THE NE 1/4 OF THE SE 1/4 OF SEC. 23, T. 3 N., R. 22 E., IN THE
TOWN OF MT PLEASANT, RACINE COUNTY, WISCONSIN

Steven C. Boyss CREATIVE EQUITY COMPANY, a general
partnership
Grace E. Boyss Steven C. Boyss
Grace E. Boyss, his wife Steven C. Boyss, General Partner
William A. Heinlein William A. Heinlein
William A. Heinlein William A. Heinlein, General
Partner
Marilyn K. Heinlein
Marilyn K. Heinlein, his wife

PARTNERSHIP ACKNOWLEDGMENT

STATE OF WISCONSIN)
MILWAUKEE COUNTY) ss.

Personally came before me this 29th day of JULY,
1987, Steven C. Boyss and William A. Heinlein, 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
foregoing and attached instrument as such general partners as the
of said partnership by its authority.

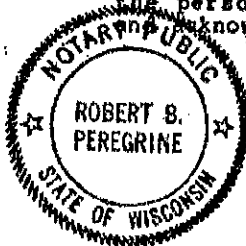


Robert B. Peregrine
Robert B. Peregrine
Notary Public, State of Wisconsin
My commission is permanent.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WISCONSIN)
MILWAUKEE COUNTY) ss.

Personally came before me this 29th day of JULY,
1987, Steven C. Boyss, and Grace E. Boyss, his wife, and William
A. Heinlein, and Marilyn K. Heinlein, his wife, to me known to be
the persons who executed the foregoing and attached instrument
and acknowledged the same.



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

Mailing Address of Steven C. Boyss,
Grace E. Boyss, his wife, and William
A. Heinlein, and Marilyn K. Heinlein,
his wife and Creative Equity Company:

10909 West Bluemound Road
Wauwatosa, WI 53226

Register's Office
Racine County, Wis. 53
Received for Record 4th day of
August A.D. 1987 at 10:45
o'clock A.M. and recorded in Volume 3
at 2:30 on page 652-657

Heleen M. Schuttler
Register of Deeds

Sheet 6 of 6 Sheets

Register's Office
Racine County, Wis. } 33

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

1207188

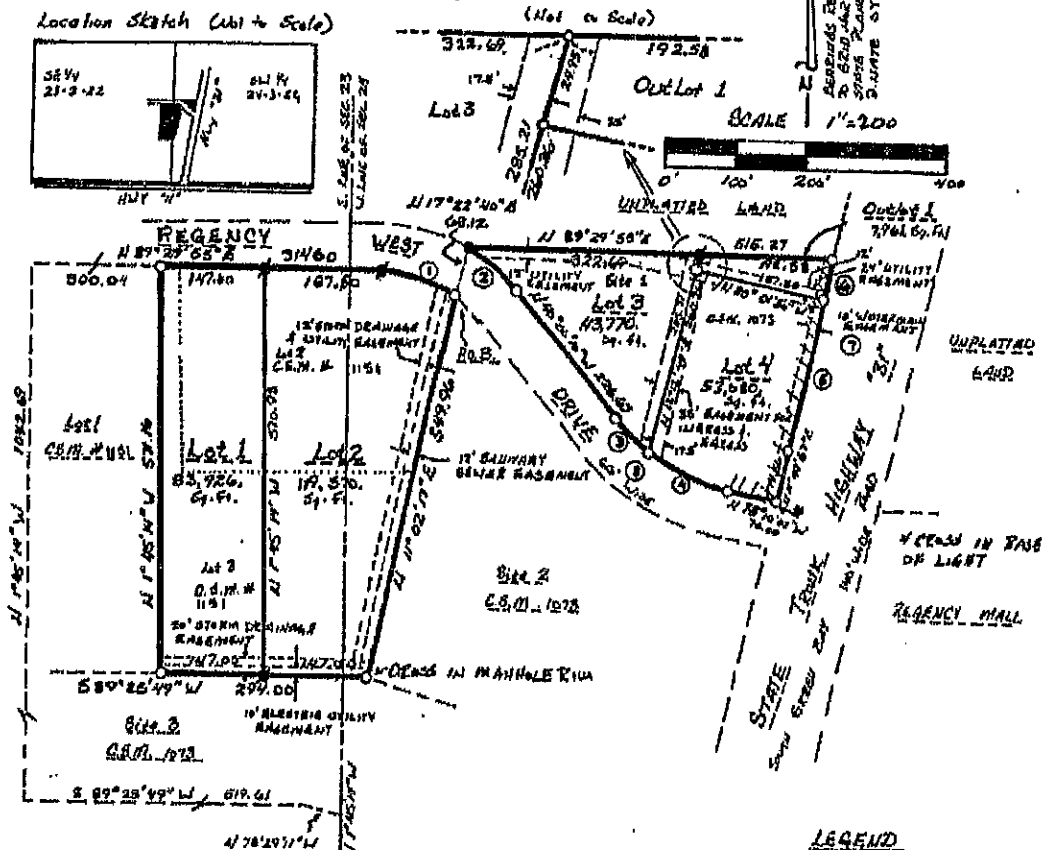
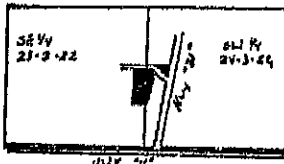
John M. Schutten
Register of Deeds

Lot 1 - 008-03-22-23-031-011✓
Lot 2 - 008-03-22-23-031-012✓
Lot 3 - 008-03-22-23-031-013✓
Lot 4 - 008-03-22-23-031-014✓
Lot 5 - 008-03-22-23-031-015✓
FROM: 008-03-22-23-031-010✓
008-03-22-23-031-010✓
008-03-22-23-031-055✓

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

Owner: Racine County

Location Sketch (Not to Scale)



LEGEND

- - FOUND IRON PIPE
- - FOUND IRON ROD
- - 3/4" IRON ROD SET 30" LONG, WEIGHING 4 LBS. LEAST 1.5 LBS/LIN FT.
- - FOUND COUNTY MONUMENT

* Note: Outlot 1 is reserved for eventual sale to the owners of abutting lands.

- 16' Highway Access.
SEE PAGE 3

Sept. 5 1986.
Revised Sept. 22 1986.

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

| Curve | Lot | Central Angle | CURVE DATA | | Chord | Chord Bearing |
|-------|----------|---------------|------------|----------|--------|-----------------|
| | | | Arc | Radius | | |
| 1 | 2 | 34°41'31" | 108.41 | 179.04 | 106.76 | S 73°09'19" E |
| 2 | 3 | 20°25'07" | 87.32 | 245.04 | 86.86 | N 50°12'44" W |
| 3 | 3 | 13°46'28" | 68.31 | 284.98 | 68.35 | N 46°38'24" W |
| 4 | 4 | 24°23'23" | 121.31 | 284.98 | 120.40 | N 65°58'20.5" W |
| 5 | 4 | 0°45'25.3" | 217.23 | 16440.22 | 217.22 | S 12°12'39.7" W |
| 6 | Outlot 1 | 0°12'32.8" | 60.00 | 16440.22 | 60.00 | S 12°41'38.7" W |
| 7 | - | 0°57'58" | 277.23 | 16440.22 | 277.22 | S 12°18'56" W |
| 8 | - | 38°09'53" | 189.82 | 284.98 | 186.33 | N 59°05'106" W |

Fig. 1 of 3 Pgs.

n/c

CERTIFIED SURVEY MAP No. 1110

Being a redivision of Lots 2 and 3 of CERTIFIED SURVEY MAP No. 1151 and Site 1 of CERTIFIED SURVEY MAP No. 1073. Located in the Southwest $\frac{1}{4}$ of Section 24 and the Southeast $\frac{1}{4}$ of Section 23, Town 3 North, Range 22 East, Racine County, Wisconsin.

SURVEYOR'S CERTIFICATE AND LEGAL DESCRIPTION:

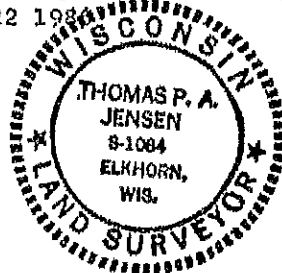
I, Thomas P.A. Jensen, Wisconsin Registered Land Surveyor, hereby certify that I have prepared this Certified Survey Map, the exterior boundaries of which are described as: Commence at the Southwest corner of said Section 24; thence N $10^{\circ}45'14''$ W, along the West line of said Section 24, 752.94 feet to the South line of CERTIFIED SURVEY MAP No. 1073; thence N $78^{\circ}29'11''$ W, along said South line, 55.67 feet; thence S $89^{\circ}25'49''$ W, along said South line, 519.61 feet; thence N $10^{\circ}45'14''$ W, along the West line of Site 3 of CERTIFIED SURVEY MAP No. 1073 and Lot 1 of CERTIFIED SURVEY MAP No. 1151, 1042.69 feet to the South line of Regency West Drive; thence N $89^{\circ}29'55''$ E, along said South line, 614.64 feet; thence Southeasterly along said South line and arc of a curve to the right (central angle = $34^{\circ}41'31''$ radius = 179.04, chord bears S $73^{\circ}09'19''$ E 106.76 feet) 108.41 feet to the Point of Beginning; thence S $11^{\circ}02'17''$ W, along the West line of Site 2 of CERTIFIED SURVEY MAP No. 1073, 549.96 feet; thence S $89^{\circ}25'49''$ W, along the North line of Site 3 of CERTIFIED SURVEY MAP No. 1073, 294.00 feet; thence N $10^{\circ}45'14''$ W, along the East line of Lot 1 of CERTIFIED SURVEY MAP No. 1151, 571.16 feet to the South line of said Regency West Drive; thence N $89^{\circ}29'55''$ E, along said South line, 314.60 feet; thence Southeasterly along said South line and the arc of a curve to the right (central angle = $34^{\circ}41'31''$ radius = 179.04, chord bears S $73^{\circ}09'19''$ E 106.76 feet) 108.41 feet; thence N $17^{\circ}22'40''$ E, across said Regency West Drive, 68.12 feet to a point on the North line of said Regency West Drive; thence N $89^{\circ}29'55''$ E 515.27 feet to the West line of State Trunk Highway "31"; thence Southwesterly along said West line and the arc of a curve to the left (central angle = $0^{\circ}57'58''$ radius = 16,440.22, chord bears S $12^{\circ}18'56''$ W 277.22 feet) 277.23 feet; thence S $11^{\circ}49'57''$ W 74.56 to N. line Regency West Dr.; thence N $78^{\circ}10'03''$ W, along said North line, 70.00 feet; thence Northwesterly along said North line and the arc of a curve to the right (central angle = $38^{\circ}09'53''$, radius 284.98, chord bears N $59^{\circ}05'06''$ W 186.33) 189.82 feet; thence N $40^{\circ}00'10''$ W, along said North line, 226.67 feet; thence Northwesterly along said North line and the arc of a curve to the left (central angle = $20^{\circ}25'07''$, radius = 245.04, chord bears N $50^{\circ}12'44''$ W 86.86 feet) 87.32 feet; thence S $17^{\circ}22'40''$ W across said Regency West Drive, 68.12 feet to the Point of Beginning. Parcel contains 302,311 sq. ft. of land, more or less. I further certify that I have fully complied with the requirements of Chapter 236.34 of the Wisconsin Statutes and the provisions of the Mt. Pleasant ordinance and the Racine County Land Division Control Ordinance in making such survey and Certified Survey Map.

September 5, 1986.

Revised Sept 22 1986

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

Pg. 2 of 3 Pgs.



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

CITY'S CERTIFICATE:

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

Anthony J. Schlaffer
Clerk, City of Racine.

COUNTY'S CERTIFICATE:

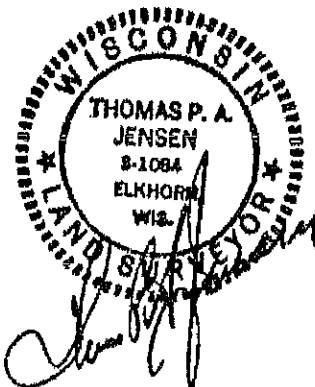
Approved as a CERTIFIED SURVEY MAP this 24th day of
September, 1986.

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

TOWN BOARD APPROVAL:

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

Carol Jensen, Clerk
Town of Mt. Pleasant



Sept. 5 1986.

Revised Sept. 22 1986.

ACCESS RESTRICTION:

As owner, I hereby restrict Lot 4 and Outlot 1, in that no
owner, possessor, user, nor licensee, nor other person shall
have any right of direct vehicular ingress or egress with
State Trunk Highway 31 (S. Green Bay Road) or the Easterly
70.00 feet of Regency West Drive as shown on page 1; it being
expressly intended that this restriction shall constitute a
restriction for the benefit of the public, and shall be en-
forceable by the Wisconsin Department of Transportation.

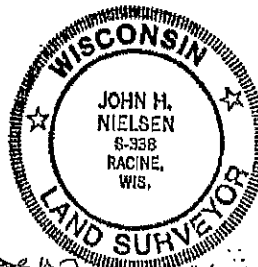
3258

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

[illegible]

| CURVE DATA | | | | |
|------------|--------|----------|--------|-------------|
| CURVE | | | CHORD | |
| CURVE | ARC | RADIUS | LENGTH | BEARING |
| 1 | 233.79 | 350.98 | 229.49 | N59°05'06"W |
| 2 | 157.80 | 179.04 | 152.74 | N68°15'07"W |
| 3 | 49.39 | 179.04 | 49.24 | N47°44'22"W |
| 4 | 108.41 | 179.04 | 106.75 | N73°09'19"W |
| 5 | 87.32 | 245.04 | 86.86 | S50°12'44"E |
| 6 | 189.82 | 284.98 | 186.33 | S59°05'06"E |
| 7 | 277.23 | 16440.22 | 277.22 | S12°18'56"W |

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



1168310

CERTIFIED SURVEY MAP No. 1073

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

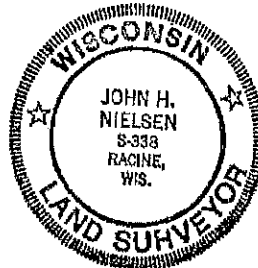
SURVEYOR'S CERTIFICATE

I, John H. Nielsen, hereby certify that I have prepared this Certified Survey Map, the exterior boundaries of which are described as: That part of the Southeast $\frac{1}{4}$ of Section 23 and of the Southwest $\frac{1}{4}$ of Section 24, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a point on the East line of said Section 23 located $N01^{\circ}45'14"W$ 752.94 feet from the Southeast corner of said Section 23; run thence $N78^{\circ}29'11"W$ 55.67 feet; thence $S89^{\circ}25'49"W$ 519.61 feet; thence $N01^{\circ}45'14"W$ 1075.69 feet; thence $N89^{\circ}29'55"E$ 1253.44 feet to the Westerly line of S.T.H. 31 at a point on a curve of Southwesterly convexity whose radius is 16,440.22 feet and whose chord bears $S12^{\circ}18'56"W$ 277.22 feet; thence Southwesterly 277.23 feet on the arc of said curve to its point of tangency; thence $S11^{\circ}49'57"W$ 607.81 feet on the Westerly line of S.T.H. 31; thence $S11^{\circ}30'49"W$ 314.13 feet on the Westerly line of S.T.H. 31; thence $N78^{\circ}29'11"W$ 408.09 feet to the point of beginning.

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

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

April 22, 1985

OWNER'S CERTIFICATE OF DEDICATION

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

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

TOWN BOARD RESOLUTION

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

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

DATE: May 7, 1985

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

Register's Office
Racine County, Wis. } SS
Received for Record 7th day of
May A.D. 1985 at 10:13
o'clock AM and recorded in Volume 3
at 10:13 on page 180-181

William M. Schuttler

Register's Office
Racine County, Wis. } SS

Received for Record 8th day of
August A.D. 1986 at 2:17
o'clock P. M. and recorded in Volume 3
of 65m on page 376-378

N/c Helmut M. Schuttner

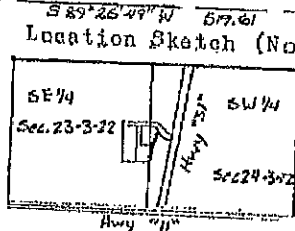
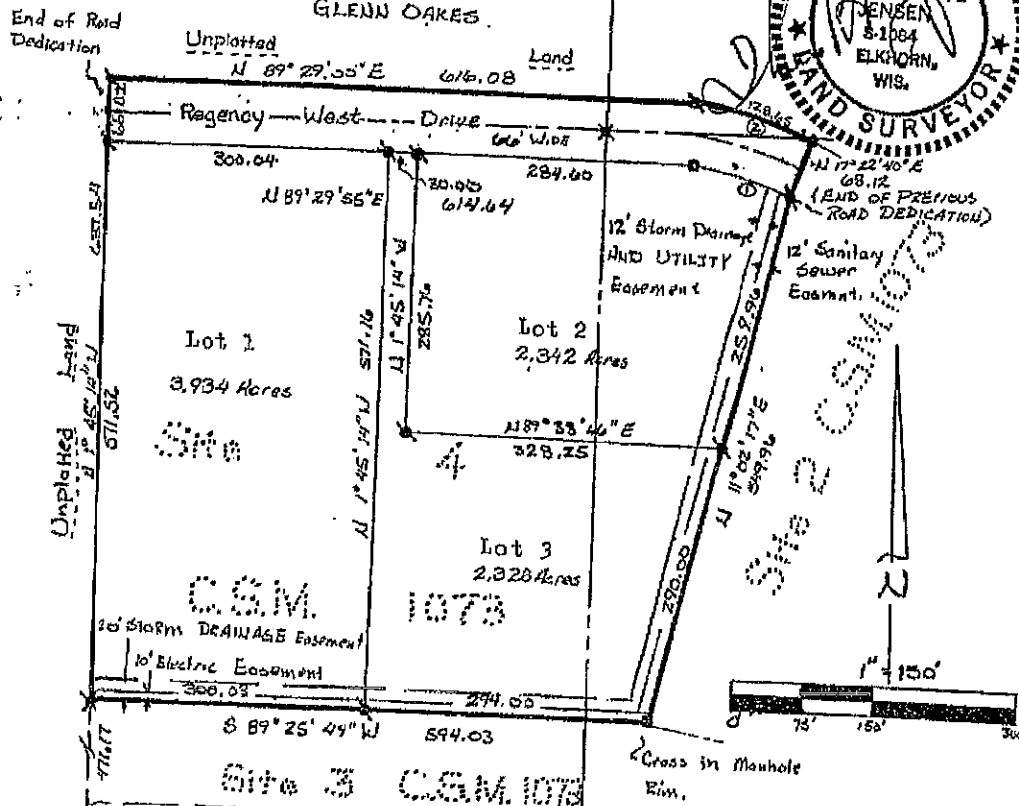
1202462

File

CERTIFIED SURVEY MAP No. 7157
Being a redivision of Site 4, CERTIFIED SURVEY MAP No. 1073
Part of the S.W. $\frac{1}{4}$ of Section 24, and part of the
S.E. $\frac{1}{4}$ of Section 23, T.3N., R.22E., Town of Mount
Pleasant, Racine County, Wisconsin.

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

Owners: RACINE COUNTY
GLENN OAKS



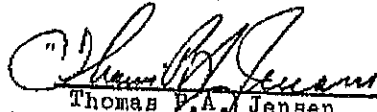
| CURVE DATA | | | | | |
|------------|---------------|--------|--------|--------|-----------------|
| | Central Angle | Arc | Radius | Chord | Chord Bearing |
| ① Lot 2 | 34° 41' 31" | 108.41 | 179.04 | 106.76 | N 73° 09' 19" W |
| ② ~ | 30° 04' 49" | 128.65 | 245.04 | 127.17 | N 75° 21' 41" W |

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

CERTIFIED SURVEY MAP No. 1151

I, Thomas P.A. Jensen, Wisconsin Registered Land Surveyor, hereby certify that I have surveyed, divided, and mapped Site 4 of CERTIFIED SURVEY MAP No. 1073, located in part of the Southwest $\frac{1}{4}$ of Section 24, and part of the Southeast $\frac{1}{4}$ of Section 23, Town 3 North, Range 22 East, Town of Mount Pleasant, Racine County, Wisconsin, exterior of said Site 4, more particularly described as follows:
Commence at the Southwest corner of said Section 24; thence N $10^{\circ}45'14''$ W along the West line of said Section 24 752.94 feet to the South line of CERTIFIED SURVEY MAP No. 1073; thence N $78^{\circ}29'11''$ W along said South line 55.67 feet; thence S $89^{\circ}25'49''$ W along said South line 519.61 feet; thence N $10^{\circ}45'14''$ W 471.17 feet to the Southwest corner of said Site 4 and the Point Of Beginning; thence continue N $10^{\circ}45'14''$ W 637.54 feet to the North line of a 66' Road Dedication thence N $89^{\circ}29'55''$ E along said North line 616.08 feet to the beginning of a curve to the right; thence along the arc of said curve to the right, whose chord bears S $75^{\circ}27'41''$ E 127.17 feet, with a radius of 245.04, with a central angle of $30^{\circ}04'49''$, 108.41 feet; thence S $17^{\circ}22'40''$ W 68.12 feet; thence S $11^{\circ}02'17''$ W 549.96 feet; thence S $89^{\circ}25'49''$ W 594.03 feet to the Point of Beginning. Parcel contains 9.718 acres of land, more or less.

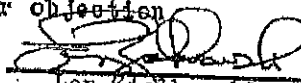
July 7, 1986


Thomas P.A. Jensen

RLS-1084

OWNERS CERTIFICATE OF DEDICATION

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

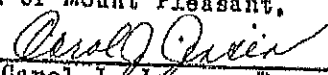

Len Gloskowski
County Executive

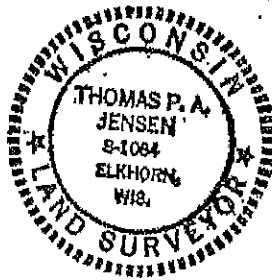
TOWN BOARD RESOLUTION

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

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

Date: July 14, 1986

Signed: 
Carol J. Jensen, Town Clerk



Pg. 2 of 3 Pgs.

OWNERS CERTIFICATE OF DEDICATION:

As owner I hereby certify that I caused the land described on this CERTIFIED SURVEY MAP to be surveyed, divided, mapped and dedicated as represented hereon. I further certify that this CERTIFIED SURVEY MAP is required by Chapter s. 236.34 to be submitted to the Town of Mount Pleasant for approval or objection.

Glen Oakes (Lakes)
Glen Oakes

CITY'S CERTIFICATE

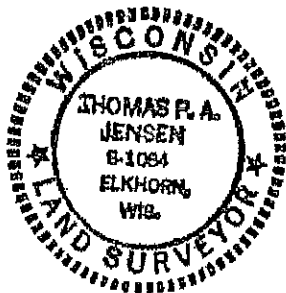
Approved by the Common Council of the City of Racine this 5th day of August, 1986 by resolution.

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

COUNTY'S CERTIFICATE

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

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



1273582

QUIT CLAIM DEED

EXC

Glenn A. Oakes, Sandra M. Oakes, R-O Associates of Racine Limited Partnership, a Wisconsin Limited Partnership, Biogas Development Corporation, Ltd., a Wisconsin Corporation, and Sekao, Inc., a Wisconsin Corporation, quit-claims to the City of Racine, County of Racine, State of Wisconsin, a municipal corporation, the following described real estate in Racine County, State of Wisconsin, for the purpose of dedicating a public highway. to-wit:

Tax Key No. ^{Pr} 23900, ^{Pr} 23901, ^{Pr} 23905

That part of the Southeast 1/4 of Section 23 and the West 1/2 of Section 24, Township 3 North, Range 22 East in the City of Racine, Racine County, Wisconsin described as follows: Begin at a point on the East-West 1/4 line of said Section 24 located S89°08'05"E 183.43 feet from a standard Racine County monument marking the West 1/4 corner of said Section 24; run thence S53°45'45"W 100.33 feet to a point on a curve of Southeasterly convexity whose radius is 433.00 feet and whose chord bears S67°42'18"W 208.66 feet; thence Southwesterly on the arc of said curve 210.74 feet; thence N08°21'09"W 80.00 feet to a point on a curve of Southeasterly convexity whose radius is 353.00 feet and whose chord bears N67°42'18"E 170.11 feet; thence Northeasterly on the arc of said curve 171.80 feet; thence N53°45'45"E 357.24 feet to a point on a curve of Northerly convexity whose radius is 468.16 feet and whose chord bears N80°15'45"E 417.78 feet; thence Easterly on the arc of said curve 433.06 feet; thence S73°14'15"E 113.82 feet to a point on a curve of Southwesterly convexity whose radius is 896.16 feet and whose chord bears S76°42'35"E 108.55 feet; thence Southeasterly on the arc of said curve 108.62 feet to a point on a curve of Southeasterly convexity whose radius is 15.00 feet and whose chord bears N58°11'05"E 19.93 feet; thence Northeasterly on the arc of said curve 21.80 feet to the westerly line of State Trunk Highway "31" and a point on a curve of Northwesterly convexity whose radius is 16,430.22 feet and whose chord bears S16°28'37"W 42.80 feet; thence Southwesterly along the arc of said curve and the Westerly line of said Highway 42.80 feet; thence S19°41'15"W 74.58 feet along the Westerly line of said Highway to a point on a curve of Northeasterly convexity whose radius is 15.00 feet and whose chord bears N26°46'30"W 21.75 feet; thence Northwesterly along the arc of said curve 24.33 feet; thence N73°14'15"W 216.79 feet to a point on a curve of Northerly convexity whose radius is 388.16 feet and whose

1944 PAGE 980

(See Exempt 77.27 #13.

1

Handwritten signature/initials

5087

01

3

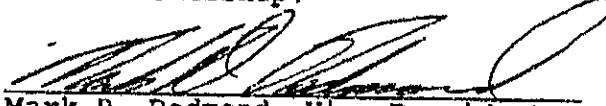
806-1


chord bears S80°15'45"W 346.39 feet; thence Westerly on the arc of said curve 359.06 feet; thence S53°45'45"W 256.91 feet to the point of beginning. Containing 2.174 acres.

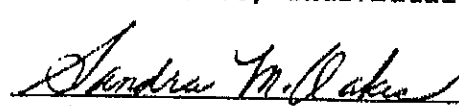
Dated this 30th day of November, A.D., 1988.

R-O Associates of Racine
Limited Partnership:

By


Mark D. Redmond, Vice-President
Redmond Development Corporation,
General Partner


Glenn A. Oakes, Individually


Sandra M. Oakes, Individually

Biogas Development
Corporation, Ltd.

By


Glenn A. Oakes, President

Attest:


Sandra M. Oakes, Secretary

Sekao, Inc.

By

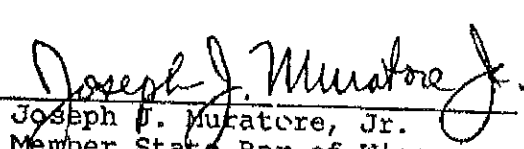

Glenn A. Oakes, President

Attest:


Sandra M. Oakes, Secretary

AUTHENTICATION

Signatures of Glenn A. Oakes and Sandra M. Oakes
authenticated this 30th day of November, A.D., 1988.


Joseph J. Muratore, Jr.
Member State Bar of Wisc.

ACKNOWLEDGMENT

State of Wisconsin)
) SS.
County of Racine)

Personally came before me this 28th day of November,
A.D., 1988, the above named Mark D. Redmond to me known to be the
person who executed the foregoing instrument and acknowledged
the same.

Wayne Karheft
Notary Public
Waukesha County, Wis.
My Commission Expires: 7-2-89

THIS INSTRUMENT DRAFTED BY:
Attorney Joseph J. Muratore, Jr.

Register's Office { SS
Racine County, Wis. {
Received for Record 3rd day of
January A.D. 19 89 at 1:33
clock P M. and recorded in Volume 1944
of Redmond on page 980 -
982
Helen M. Schutten
Register of Deeds

8.00

DOCUMENT NO.

This indenture, made by Racine County, a quasi-municipal corporation,
a Corporation duly organized and existing under and
by virtue of the laws of the State of Wisconsin, grantor, of Racine County,
Wisconsin, hereby conveys and warrants to The State of Wisconsin,
Department of Transportation, Division of Highways
grantee, of County, Wisconsin, for the
sum of Good and Valuable Consideration

See Attached Page 2

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

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

Stanley F. Bialecki
Register of Deeds

3.00

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.09, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.
Compensation for additional items of damage listed in sec. 32.15, Wisconsin Statutes, has not been included. If any such items are shown to exist, the owner may file claims as provided in sec. 32.16, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by

its President, and countersigned by its Secretary, at Wisconsin,
and its corporate seal to be hereunto affixed, this 18th day of October

Signed and Sealed in Presence of

Carl F. Mehring, Jr.

Carl F. Mehring, Jr.

Donald E. Zanz

Donald E. Zanz

STATE OF WISCONSIN

Racine County } ss.

RECEIVED FOR RECORD

DAY OF

A. D., 1971, AT

O'CLOCK M. AND RECORDED IN VOL.

OF PAGE

COUNTY

Racine County, Wisconsin

Richard B. La Fave

County Board Chairman, Richard B. La Fave

Countersigned:

James A. Fagan
County Clerk, James A. Fagan

Personally came before me, this 18th day of

October, A.D., 1971.

Richard B. La Fave Chairman

Maverly J. Hoppe Deputy County Clerk

above-named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be

such Chairman and

Deputy County Clerk James A. Fagan of said Corpora-

tion, and acknowledge that they executed the foregoing in-
strument as such officers as the deed of said Corporation,
by its authority.

James M. Lawin
James M. Lawin

(SEAL) Notary Public, Racine County, Wisconsin

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

Notarially by

THIS INSTRUMENT WAS DRAFTED BY THE STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS

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

Parcel No. 57

Vol. 1109 p. 341

B91365

1109-341

Oct. 27, 1971

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

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

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

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

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

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on December 17, 1971. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

Fee Exempt 77.25 #2

Exc
949265

DOCUMENT NO.

This Indenture, Made by David M. Walker and Ruth C. Walker, His Wife
grantor 8 of Racine County, Wisconsin, hereby conveys and warrants
to State of Wisconsin, Department of Transportation, Division of Highways
grantee of XXXXXX Wisconsin,
for the sum of Three Hundred Fifteen and No/100 (\$315.00) Dollars

See attached page 2 for legal description

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.03, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.
Compensation for additional items of damage listed in sec. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantors, have hereunto set their hand and seal 5 this 6th
day of November, A.D., 1974...

SIGNED AND SEALED IN PRESENCE OF

Scott L. Willman

Scott L. Willman

David M. Walker (SEAL)
David M. Walker

Ruth C. Walker (SEAL)
Ruth C. Walker

(SEAL)

(SEAL)

STATE OF WISCONSIN
Racine County, } ss.

RECEIVED FOR RECORD

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

REGISTER OF DEEDS

COUNTY 2 VOL 1247 PAGE 51

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

Project 2390-1-21

Personally came before me, this 6th day of
November, A.D., 1974,
the above-named David M. Walker and Ruth C.
Walker, His Wife

to me known to be the person 5
who executed the foregoing instrument and acknowledged the
same.

Scott L. Willman
Scott L. Willman
(SEAL) Notary Public Milwaukee County, Wisconsin
My Commission expires Nov. 13, A.D., 1977

Negotiated by Scott L. Willman

Parcel No. 4

1247-51

Dec. 6, 1974

019-000

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

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

Begin at a point of intersection of the owner's south property line (said line being the north line of that parcel of land described in Volume 554 of Racine County Records on Page 75) and a line 60.00 feet westerly of; as measured normal to, the following described reference line of S.T.H. 31;

Said reference line begins at a point in the south line of the southwest one-quarter of said Section 24 which is 310.54 feet South 89° 02' 04" East of the southwest corner of said southwest 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 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 north-west one-quarter of said Section 24, as measured along and from the south line of said northwest one-quarter.

thence northeasterly and parallel with the above described reference line to a point which is 2610.79 feet northeasterly and 60.00 feet northwesterly of the point of beginning of said reference line of S.T.H. 31, as measured along and normal to said reference line; thence North 12° 20' 47" East to the north line of said southwest one-quarter; thence South 89° 09' 45" East along said line to the owner's easterly property line; thence southwesterly along said line to the owner's south property line; thence westerly along said line to the point of beginning.

This parcel contains 0.01 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 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: that part of said southwest one-quarter lying between the above-described reference line of S.T.H. 31 and a line 70.00 feet westerly of, as measured normal to, and parallel with said reference line; bounded on the north by the north line of said southwest one-quarter and on the south by the north property line of those lands described in Volume 554 of Racine County Records on Page 75.

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 31 1974. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

Register's Office
Racine County, Wis.

Received for Record 6th day of December A.D. 1974
at 10:40 A.M. and recorded in Volume 554
of Records on page 51-52

Stanley J. Bialoski
Register of Deeds

949265

DOCUMENT NO.

This Indenture, Made by Charlotte L. Nelson, as Owner and surviving joint tenant
of Estate of Clyde L. Nelson, Deceased
 grantor, of Racine County, Wisconsin, hereby conveys and warrants
 to State of Wisconsin, Department of Transportation, Division of Highways
 granted of XXXXXX County, Wisconsin,
 for the sum of Seven Hundred Forty and No/100 (\$740.00) Dollars

See attached page 2 for legal description

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.32, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.
 Compensation for additional items of damage listed in sec. 32.33, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has hereunto set her hand and seal this 29th
November A.D., 1974

SIGNED AND SEALED IN PRESENCE OF

Scott L. Willman

Scott L. Willman

Charlotte L. Nelson (SEAL)
Charlotte L. Nelson, as owner and
surviving joint tenant of Estate of Clyde L.
Nelson, Deceased (SEAL)

(SEAL)

(SEAL)

STATE OF WISCONSIN
Racine County, ss.

RECEIVED FOR RECORD Vol 1247 PAGE 53

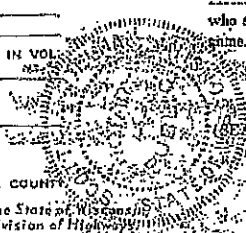
DAY OF _____

A.D. 19____ AT _____

O'CLOCK _____ M. AND RECORDED IN VOL _____

OF _____ PAGE _____

REGISTER OF DEEDS



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

Project 2390-1-21

Personally came before me, this 29th day of
November A.D., 1974,
 the above-named Charlotte L. Nelson, as owner and
surviving joint tenant of Estate of Clyde L.
Nelson, Deceased

to me known to be the person
 who executed the foregoing instrument and acknowledged the

Scott L. Willman
Scott L. Willman
 Notary Public, Milwaukee County, Wisconsin
 My Commission expires Nov. 13, A.D., 1977

Negotiated by Scott L. Willman

Parcel No. 3

-020-000

1247-53

Doc. 6, 1974

949266

EXC

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 554 of Racine County Records on Page 75, lying between the following described reference line of S.T.H. 31 and a line 60.00 feet westerly of, as measured normal to, and parallel with said reference line.

Said reference line begins at a point in the south line of the southwest one-quarter of said Section 24 which is 310.54 feet South 89° 02' 04" East of the southwest corner of said southwest 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 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 0.07 Acre, more or less, exclusive of lands previously conveyed or dedicated for highway purposes. Fee Exempt 77,254.42

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 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 31 1974. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

Register's Office } ss. 949266
Racine County, Wis.
Received for Record 6th day of
December A.D. 1974 at 8:10
o'clock A.M. and recorded in Volume 554
of Records on page 53-54
Stanley J. Bialicki
Register of Deeds

3.00

DOCUMENT NO.

This Indenture, Made by Edmund Ellsworth King and Ruth S. King, his wife
 grantor S of Racine County, Wisconsin, hereby conveys and warrants
 to State of Wisconsin, Department of Transportation, Division of Highways
 grantee of State, Wisconsin,
 for the sum of Eight Hundred Five and 00/100 (\$805.00) Dollars

See attached Page 2 for legal description.

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 33.09, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or order upon which this instrument is based.
 Compensation for additional items of damage listed in sec. 33.10, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 33.10, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor S has hereunto set their hand and seal S this 6th
 day of November, A.D., 1974

SIGNED AND SEALED IN PRESENCE OF

Scott L. Willman
 Scott L. Willman

Edmund Ellsworth King (SEAL)
Edmund Ellsworth King

Ruth S. King (SEAL)
Ruth S. King

(SEAL)

(SEAL)

STATE OF WISCONSIN
Racine County, WIS.

RECEIVED FOR RECORD

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

REGISTER OF DEEDS

COUNTY

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

Project 2390-1-21The foregoing instrument was acknowledged before me this 6thday of November, A.D., 1974By Edmund Ellsworth King and Ruth S. King

Scott L. Willman
Scott L. Willman

(SEAL) Notary Public Milwaukee County, Wisconsin
 My Commission expires Nov. 13 A.D., 1977

Negotiated by Scott L. WillmanVol 1247 PAGE 3Parcel No. 2

-021-000
 -022-000

949235

1247-3

Dec. 5, 1974

See 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 S.T.H. 31 and a line 60.00 feet westerly of, as measured normal to, and parallel with said reference line.

Said reference line begins at a point in the south line of the southwest one-quarter of said Section 24 which is 310.54 feet South 89° 02' 04" East of the southwest corner of said southwest 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 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 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 31 1974. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

Register's Office
Racine County, Wis.
Received for Record 504 day of
December A.D., 1974 at 8:33
o'clock A.M. and recorded in Volume 1247
of Records on page 3-4

Stanley J. Bialecki
Register of Deeds

Wis DEPT
TRANSPORTATION

3.00

I.O. 2390-1-21

Parcel 2

This Indenture, Made by SEKAO, a family partnership
XXXXXXX duly organized and existing under and
by virtue of the laws of the State of Wisconsin, grantor, of Racine County,
Wisconsin, hereby conveys and warrants to State of Wisconsin/Department of Transportation,
Division of Highways
grantee, of _____ Wisconsin, for the
sum of Seven hundred twenty-five and no/100 --- -- (\$725.00) --- -- Dollars.

See attached Page 2 for
Legal Description

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of
damage set forth in sec. 32.03, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or
orders upon which this instrument is based.
Compensation for additional items of damage listed in sec. 32.12, Wisconsin Statutes, has not been included. If any such items are
shown to exist the owner may file claims as provided in sec. 32.10, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by Glenn A. Oakes
a partner
and countersigned by Sandra M. Oakes a partner Racine Wisconsin,
XXXXXXX and countersigned by _____
XXXXXXX this 6th day of November, A.D., 19 74.

Signed and Sealed in Presence of

SEKAO
XXXXXXX Partnership XXXXXXX
Glenn A. Oakes Partner XXXXXXX
Countersigned Sandra M. Oakes Partner XXXXXXX
Sandra M. Oakes a.k.a. Sandra Oakes

STATE OF WISCONSIN
Racine County } ss.

RECEIVED FOR RECORD

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

COUNTY _____

Personally came before me, this 6th day of
November, A.D., 19 74.

Glenn A. Oakes Partner
Sandra M. Oakes Partner
XXXXXXX of the
above-named Partnership to me known to be the persons who
executed the foregoing instrument, and to me known to be
such partners XXXXXXX

XXXXXXX of said Partnership
test, and acknowledge that they executed the foregoing in-
strument as such officers as the deed of said XXXXXXX
by its authority.

Scott L. Willman
Scott L. Willman
(SEAL) Notary Public, Milwaukee County, Wisconsin

My commission expires Nov. 13, A.D., 19 77
Negotiated by Scott L. Willman

THIS INSTRUMENT WAS DRAFTED BY THE STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS
Project I.D. 2390-1-21

Parcel No. 1

EX
951067
1251.579
Jan. 27, 1975

- 016-000
- 018-000
- 017-000

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

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

Commence at the southwest corner of said southwest one-quarter; thence South 89° 02' 04" East along the south line of said southwest one-quarter 310.54 feet; thence North 11° 30' 49" East 989.94 feet; thence North 11° 49' 57" East 905.58 feet to the owner's south property line and the point of beginning; thence South 89° 11' 29" West along said line to a point which is 60.00 feet westerly of, as measured normal to, the following described reference line of S.T.H. 31; Vol 1251 Page 580

Said reference line begins at a point in the south line of the southwest one-quarter of said Section 24 which is 310.54 feet South 89° 02' 04" East of the southwest corner of said southwest 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 938.53 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.

thence northeasterly and parallel with said reference line of S.T.H. 31 to a north property line of the owner (said line being the south line of the parcel of land described in Volume 780 of Racine County Records on Page 310); thence easterly along said line to the owner's easterly property line; thence South 11° 49' 57" West along said line to the point of beginning.

Also, that part of said southwest one-quarter lying easterly of the line which is 60.00 feet westerly of, as measured normal to, and parallel with the above described reference line of S.T.H. 31; bounded on the north by the south line of those lands described in Volume 554 of Racine County Records on Page 75 and bounded on the south by the north line of lands described in Volume 780 of Racine County Records on Page 310.

This parcel contains 0.11 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 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: strips of land 10.00 feet in width lying westerly of and adjacent to the above described parcels.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the travelling 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 31, 1974. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

Register's Office
Racine County, Wis.

951067

Received for Record 22th day of January A.D. 1975 at 8:25 o'clock A.M. and recorded in Volume 1251 of Records on page 579-580

Richard J. Bielinski
Register of Deeds

I.D. 2390-1-21

300

Parcel 1

1243013

AN ORDINANCE

Register's Office
Racine County, Wis. } SS
Received for Record *07m* day of
October A.D. 19*87* at *3:36*
o'clock *P.* M. and recorded in Volume *1889*
of *Records* on page *143-144A*

Helmy M. Schuttner
16-00 *File* Register of Deeds

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

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

Part 1.

Section 1

TERRITORY ANNEXED

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

Section 2

EFFECT OF ANNEXATION

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

Section 3

DISTRICT DESIGNATION

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

3799 10 27

1600 1

File

Section 4

SEVERABILITY

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

Part 2.

This ordinance shall take effect upon passage.

Passed by the Common Council

10-13-87

Approved

10-14-87

N. Owen Davis
Mayor

Attest:

Anthony J. Schlaffer
City Clerk

PETITION FOR DIRECT ANNEXATION TO THE
CITY OF RACINE, WISCONSIN

AN ORDINANCE
10-6-87
Page 3-

ANNEXATION EXHIBIT "A"

Legal Description of Territory
Proposed to be Annexed.

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

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

LAND USE PLAN




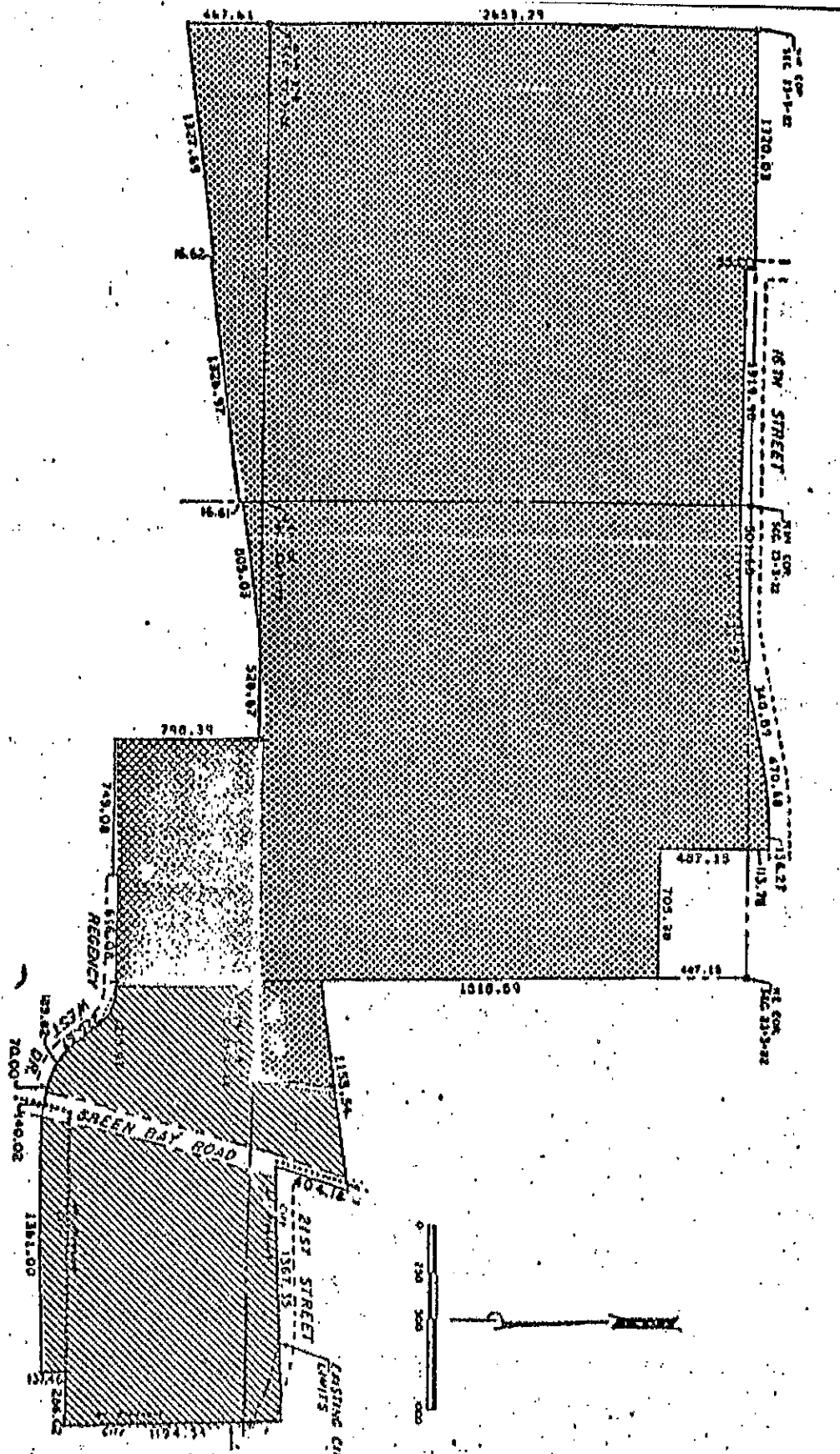




-  HEAVY INDUSTRY
-  COMMUNITY BUSINESS
-  GENERAL BUSINESS

EXHIBIT "A"



ZONING OF ANNEXED AREA

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

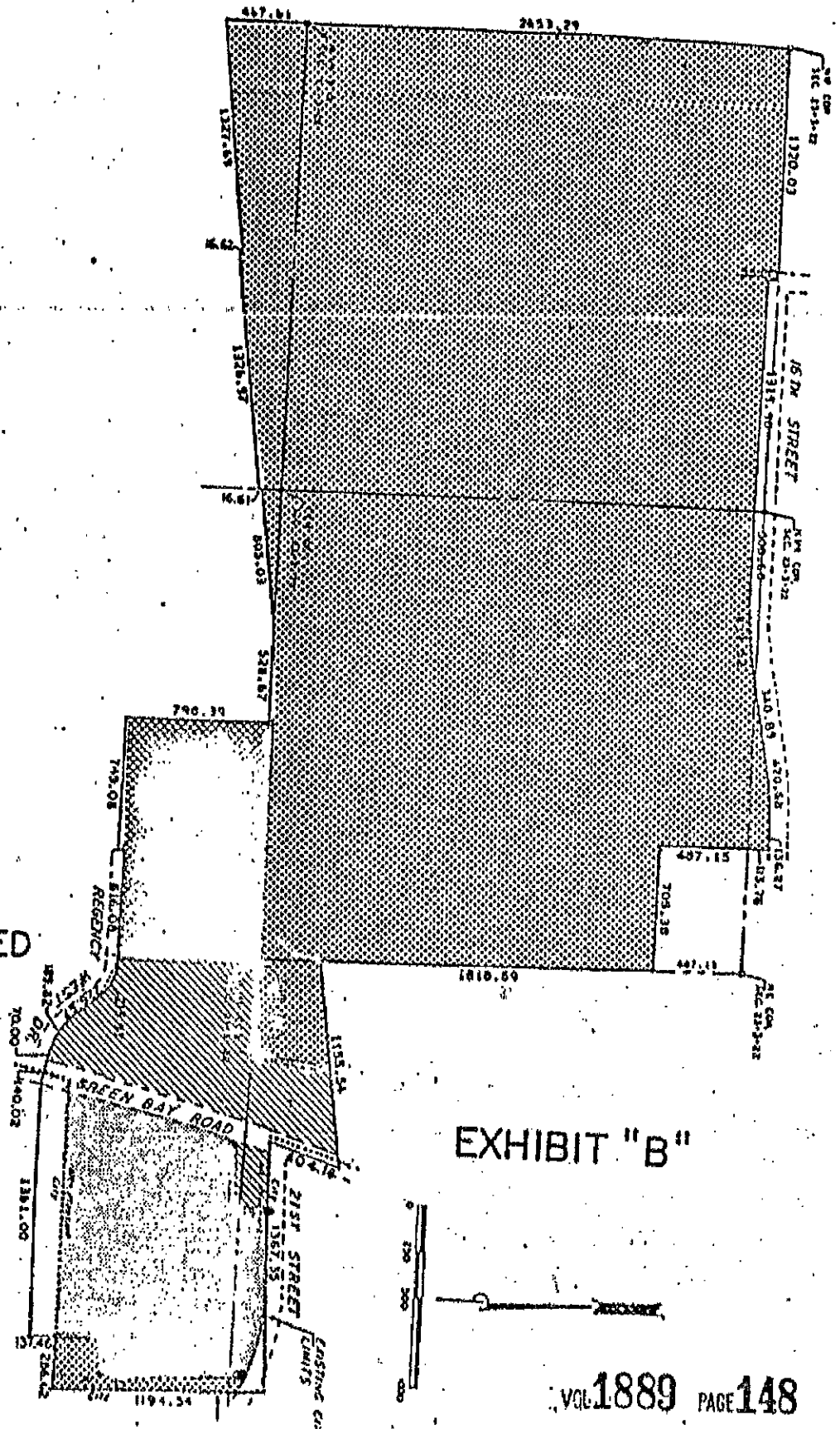
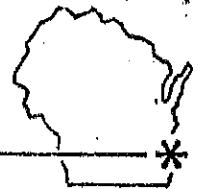


EXHIBIT "B"

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



CITY CLERK'S OFFICE

Anthony J. Schlaffer
City Clerk

STATE OF WISCONSIN)
COUNTY OF RACINE)

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

Dated this 16th day of October, 1987.

Anthony J. Schlaffer

SEAL

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

LAND USE AGREEMENT

1247144

This Agreement made and entered into as of November 12th, 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.

1.01 The 100 foot set-back area shall be restricted by 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

VOL 1896 PAGE 539

3894

12 30

2000

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

1.03 If the Owners fail to submit plans within six 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)

ATTST:

As to the signature of
Richard F. Meissner

Joseph J. Muratore Sr.
Joseph J. Muratore, Sr.

As to the signature of
Glenn Oakes

Joseph J. Muratore Sr.
Joseph J. Muratore, Sr.

ATTST:

As to the signature of
Richard F. Meissner

Joseph J. Muratore Sr.
Joseph J. Muratore, Sr.

As to the signature of
Glenn Oakes

Joseph J. Muratore Sr.
Joseph J. Muratore, Sr.

ATTST:

As to the signature of
N. Owen Davies

Joseph E. Boyle
Joseph E. Boyle

As to the signature of
Anthony J. Schlaffer

Diane I. Schacht
Diane I. Schacht

OWNERS:

LAND RECLAMATION, LTD.

By R F Meissner
Official Capacity
Richard F. Meissner, Executive Vice-
Countersigned: Pres.

By Glenn Oakes
Glenn Oakes, President

(SEAL)

SEKAO, INC.,

By R F Meissner
Official Capacity
Richard F. Meissner, Treasurer

Countersigned:

By Glenn Oakes
Glenn Oakes, President

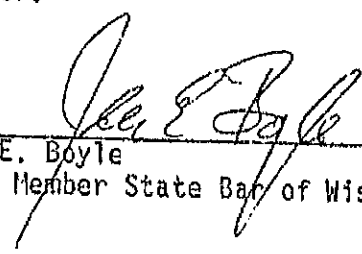
CITY OF RACINE

By N Owen Davies
N. Owen Davies, Mayor

By Anthony J. Schlaffer
Anthony J. Schlaffer,
City Clerk

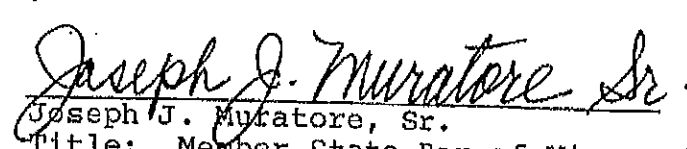
(Seal)

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.

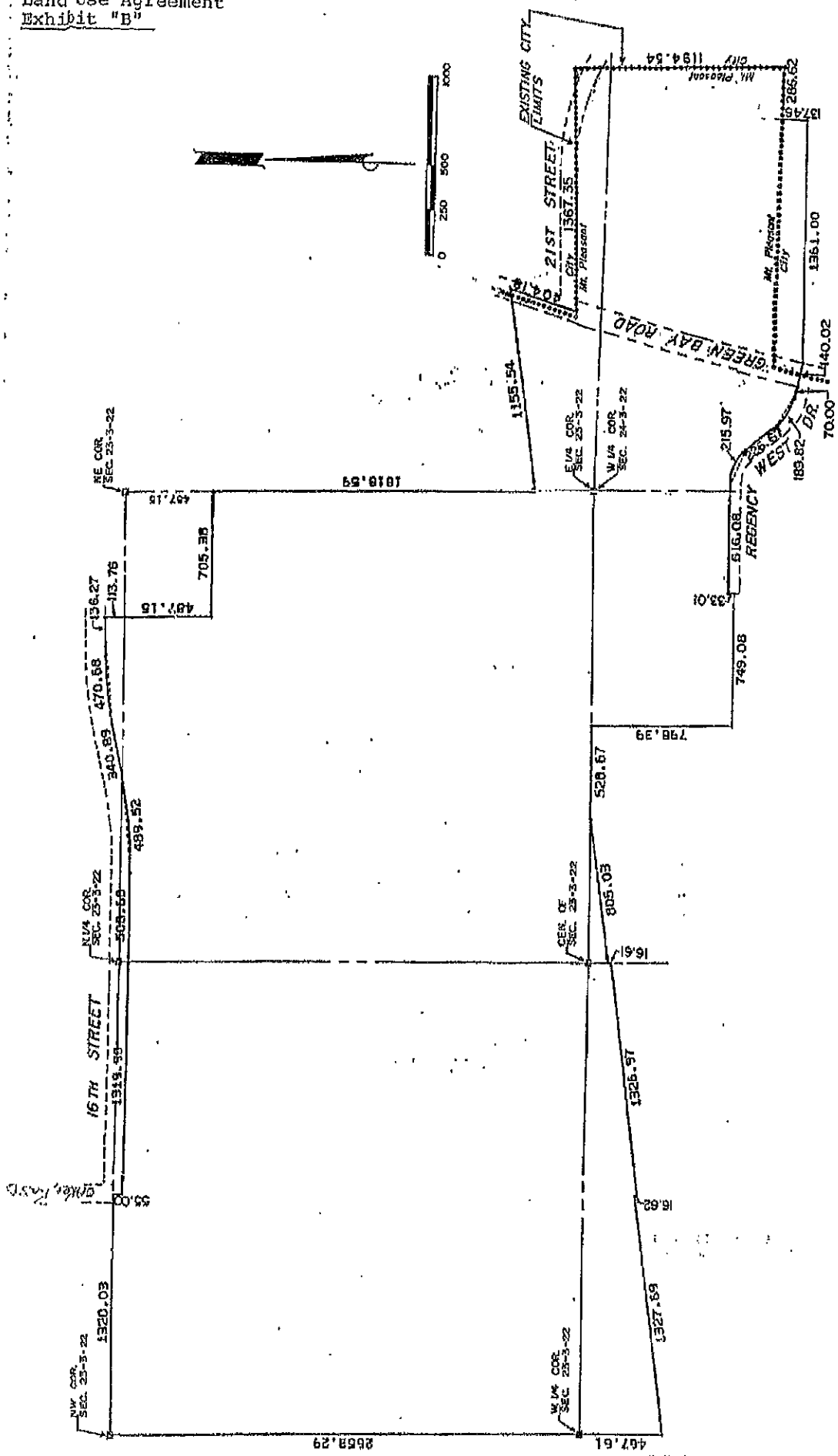


Joseph J. Muratore, Sr.
Title: Member State Bar of Wisconsin

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

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

Bay Road; thence N79°01'46"W 140.02 feet to the West line of Green Bay Road and the North line of Regency West Drive; thence N78°10'03"W 70.00 feet along the North line of Regency West Drive to a point on a curve of Southwesterly convexity whose radius is 284.98 feet and whose chord bears N59°05'06"W 186.33 feet; thence Northwesterly on the arc of said curve and the Northerly line of Regency West Drive 189.82 feet; thence N40°00'10"W 226.67 feet on the Northerly line of Regency West Drive to a point on a curve of Northeasterly convexity whose radius is 245.04 feet and whose chord bears N65°15'07"W 209.04 feet; thence Northwesterly on the arc of said curve and the Northerly line of Regency West Drive 215.97 feet; thence S89°29'55"W 616.08 feet along the North line of Regency West Drive; thence S01°45'14"E 33.01 feet; thence S89°29'55"W 749.08 feet; thence N01°38'03"W 798.39 feet to the East-West $\frac{1}{4}$ line of said Section 23; thence S89°05'04"W 528.67 feet to the Southerly line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence S81°38'51"W 805.03 feet along said right of way to the North-South $\frac{1}{4}$ line of said Section 23; thence S01°45'01"E 16.61 feet along said North-South $\frac{1}{4}$ line to the Southerly line of said Railroad right of way; thence S81°38'51"W 1326.97 feet along said right of way; thence S81°36'45"W 16.62 feet along said right of way; thence S81°38'51"W 1327.69 feet along said right of way to the West line of said Section 23; run thence N01°29'21"W 467.61 feet along said West line of said Section 23 to the West $\frac{1}{4}$ corner of said Section 23; thence N01°39'38"W 2653.29 feet to the point of beginning. Containing 429.677 acres including the land within Green Bay Road and Twenty-first Street.



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

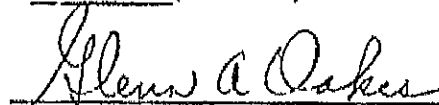
The undersigned, being the sole director of the above captioned Wisconsin Corporation, hereinafter also referred to as the Corporation, acting pursuant to the provisions of Section 180.91 of the Business Corporations' Act of the State of Wisconsin, does hereby consent in lieu of meeting to the adoption 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
Glenn A. Oakes, Sole Director of
Sekao, Inc.

Register's Office
Racine County, Wis. } SS yh
Received for Record December 11 day of
A.D. 1987 at 11:07
o'clock, AM and recorded in Volume 1896
of Records on page 539-547

Helen M. Schuttin
Register of Deeds

VOL 1896 PAGE 547

FOR AND IN CONSIDERATION of the sum of one dollar and other good and valuable consideration to
 Them In hand paid, the receipt whereof is hereby acknowledged, the undersigned Grantor,
SeKao Inc., A Wisconsin Corporation
 do hereby give, grant and convey unto

WISCONSIN NATURAL GAS COMPANY

a corporation, Grantee, its successors and assigns, subject to the limitations and reservations herein stated, the right, permission and authority to lay, install, construct, maintain, operate, alter, replace, extend, repair and remove a pipeline or pipelines with valves, tie-overs, main laterals and service laterals, and other appurtenant facilities, all of which shall be and remain the property of the Grantee, for the transmission and distribution of natural gas and all by-products thereof or any liquids, gases, or substances which can or may be transported or distributed through a pipeline; over, under, across, and upon the hereinafter described strip of land:

Ten (10.0)
 feet in width being a part of the premises of the undersigned in the Southeast One-Quarter (S.E. 1/4)
and West One-Half (W. 1/2)
 of Section numbered Twenty-Three & Twenty-Four (23 & 24), Township numbered
Three (3) North, Range numbered Twenty-Two
 (22) East, Town of Mt. Pleasant, Racine
 County, Wisconsin, the center line of said strip of land being described as follows:

Beginning at the Southwest corner of Certified Survey Map #1255 as recorded in the Racine County Register of Deeds Office; 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 165.45 feet; thence Northerly on the arc of said curve 165.98 feet; thence N14°05'46"E 150.37 feet to a point on a curve of Easterly convexity whose radius is 433.00 feet and whose chord bears N01°52'02"E 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 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 385.32 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.

Register's Office
 Racine County, Wis.
 Received for Record 2154 day of
September A.D. 1980 at 8:29
 o'clock P.M. and recorded in Volume 1884
 at 1100000 on page 268
John M. Schattner
 Register of Deeds

P+ 008-03-22-24-016-000
 P+ 008-03-22-23-030-000
 P+ 008-03-22-24-018-002

All the foregoing to be shown on a drawing annexed hereto, marked Exhibit "A" and made a part thereof.

Grantee may request or otherwise appoint and duly authorize other persons, firms or corporations to perform, carry out and complete the activities and operations, herein enumerated, as it deems necessary and convenient for the full enjoyment and use of the rights herein granted.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including but not limited to, the right to remove and to clear all structures and obstructions such as but not limited to rocks, trees, brush, limbs and fences which might interfere with the rights herein contained, and the free and full right of ingress and egress over and across said lands and other adjacent lands of the Grantor to and from said strip of land, and the use of said lands and other adjacent lands of the Grantor, as necessary or convenient for the full enjoyment and use of the rights herein granted, during the operations of the Grantee as herein above enumerated but not necessarily limited thereto.

Any pipe shall be buried to such depth that it will not interfere with the ordinary cultivation of such land.

The Grantor do covenant and agree that no structures, obstructions or impediments, of whatever kind or nature, which will or might interfere with the full enjoyment and use of the rights herein granted, will be constructed, placed, granted or allowed within 100 feet of said above described center line East & South line.

Grantee, by the acceptance hereof, agrees to reasonably restore or repair physical damage to owner's property, and to compensate the owner for any reasonable and provable losses resulting therefrom, which the grantee proximately causes by the activities and operations hereinabove enumerated, but the grantee does not in any manner whatsoever waive or otherwise modify its rights and legal defenses which under law it may be entitled to raise, nor shall the grantee be held in any way responsible for indemnifying, protecting, or otherwise holding any other person, firm or corporation harmless from and against its or their own acts and omissions and the consequences thereof.

(EXECUTE AND NOTARIZE ON BACK)

This agreement shall be binding upon the heirs, successors or assigns of all parties hereto.
IN WITNESS WHEREOF, the said SeKao Inc.

_____ has caused these presents to be signed
by its President _____ and countersigned by its Secretary _____,
and its corporate seal hereunto affixed this 18TH day of SEPTEMBER, 1987
In Presence of:

SeKao Inc.

By Glenn A. Oaks
Glenn A. Oaks; President
COUNTERSIGNED:

By Sandra M. Oaks
Sandra M. Oaks; Secretary

STATE OF WISCONSIN)
RACINE COUNTY) ss.

Personally came before me this 18TH day of SEPTEMBER, 1987,
Glenn A. Oaks _____ President
and Sandra M. Oaks _____ Secretary
of the above named SeKao Inc. _____
corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such
President _____ and Secretary _____
of said SeKao Inc. _____ corporation,
and acknowledged that they executed the foregoing instrument as such officers, as the deed of said SeKao Inc. _____
corporation, by its authority.

Danell R. Kuklman
Notary Public, State of Wisconsin

My commission expires 11/1/88

This instrument was drafted by Tom Holding _____ on behalf of Wisconsin Natural Gas Company.

VOL 1884 PAGE 267

Form 778-531-250

EASEMENT GAS
COUNTY Racine
CITY/TOWN/VILLAGE Mt. Pleasant
SEC. 23&24 S. E. 1/4 T 3 N. R. 22 E.
GRANTOR W. 1/2
SeKao Inc.

EASEMENT RECORD-TREASURY DEPT.

DATE INITIALS
APPROVED-ENG. DEPT. _____
APPROVED-ASST. SECY. _____
FILED _____

TO

WISCONSIN NATURAL
GAS COMPANY

EASEMENT
CORPORATION

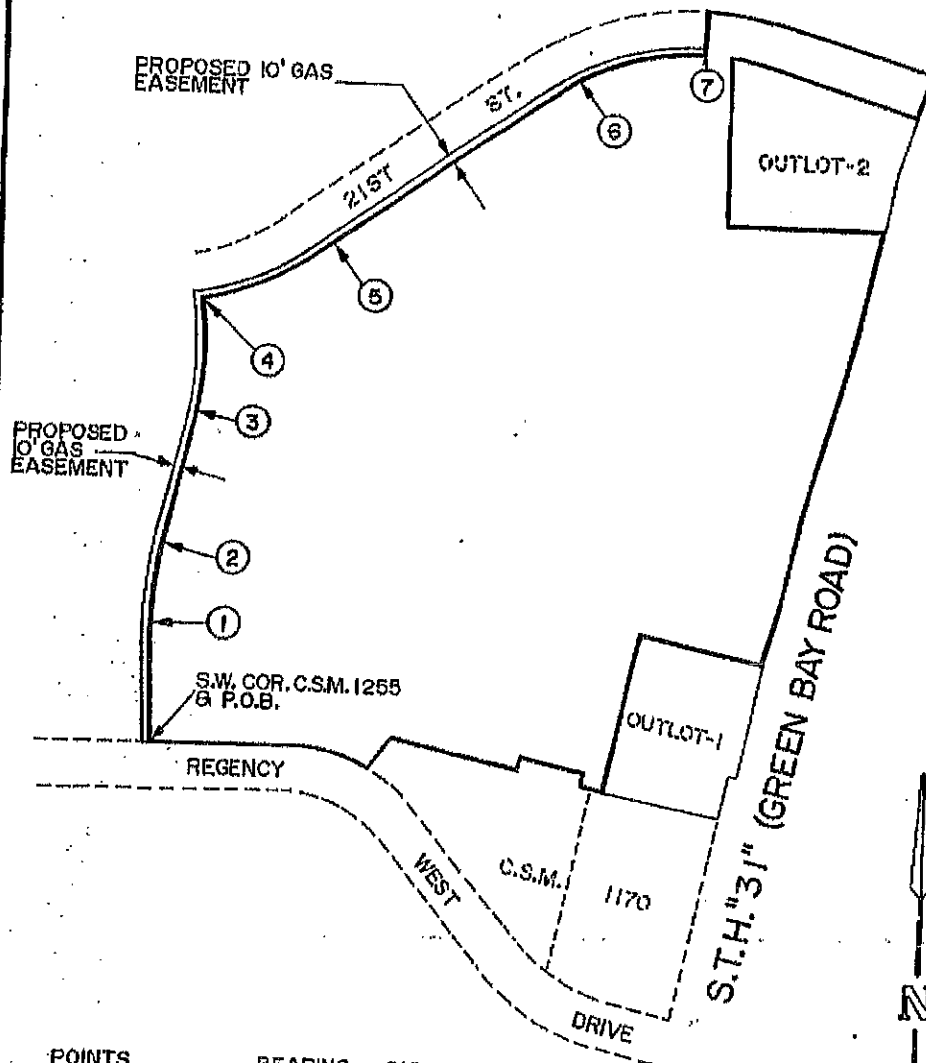
Register's Office
STATE OF WISCONSIN

Received for Record this _____ day
of _____ A.D., 19____, at
_____ o'clock _____ M., and
recorded in Vol./Reel _____ of Deeds
on Page/Image _____, Doc. # _____

Register of Deeds

Return to Supervisor-Civil Engineering
Wisconsin Natural Gas Company
283 Lake Ave.
Racine, Wis. 53403

PROPOSED 10' GAS EASEMENT FOR SEKAO INC.



| POINTS | BEARING | DISTANCE | |
|-------------|---------------------|----------|-------------|
| P.O.B. TO 1 | N.01°45'14"W. | 144.53' | |
| 1 TO 2 | CHORD N.06°10'16"E. | 165.45' | ARC 165.98' |
| 2 TO 3 | N.14°05'46"E. | 150.37' | |
| 3 TO 4 | CHORD N.01°52'02"E. | 183.43' | ARC 184.83' |
| 4 TO 5 | CHORD N.66°20'50"E. | 188.69' | ARC 190.21' |
| 5 TO 6 | N.53°45'45"E. | 385.32' | |
| 6 TO 7 | CHORD N.72°42'48"E. | 238.37' | ARC 242.78' |

SCALE: N.T.S.
DATE: 10-26-86
DRAWN BY: PAWZUN

APPROVED BY: *[Signature]*

BEING IN THE S.E. 1/4
OF WEST 1/2 SEC. 23 &
T. 24 N. R. 22 E.
TOWN OF PLEASANT
RACINE COUNTY, WI.

VOL. 1884 PAGE 268

L.S. No. 539

EXHIBIT "A"

1247555

Form 895 C-1-5-85
W.E.P.CO. ONLY
INDIVIDUAL AND CORPORATE
U.G. EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) to it paid, the receipt whereof is hereby acknowledged, R-O ASSOCIATES OF RACINE LIMITED PARTNERSHIP, owner, and grantor, do es hereby convey unto

WISCONSIN ELECTRIC POWER COMPANY

grantee, its successors and assigns, the right, permission and authority to construct, install, operate, repair, maintain and replace conduit and cables underground, together with ~~manholes and~~ other appurtenant equipment; also the right to construct, install, operate, maintain and replace ~~(2) electric pad-mounted transformer(s), (2) electric pad-mounted switch-fuse unit(s), together with (2) concrete slab(s), secondary power pedestal(s),~~ ~~XXXXXX~~ terminals, markers and other necessary and usual appurtenant equipment above ground, all for the purpose of transmitting electric energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used upon, across, within and beneath strips of land of various widths being a part of the grantor's premises described as Parcel 1 of Certified Survey Map No. 1255, recorded in the Office of the Register of Deeds for Racine County in Volume 3 of Certified Survey Maps, on Pages 652 through 657, as Document No. 1236698 and being a part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24 and the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 23, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin.

Tax Key # 276

23901

Register's Office
Racine County, Wis. } SS
Received for Record 11 day of January, A.D. 19 88 at 11:05 o'clock, A.M. and recorded in Volume 1897 of Records on page 453-458

(If necessary, continue on reverse side)

John M. Schuttner
Register of Deeds

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

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

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

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

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

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

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

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



SW 1/4 CORNER 2
PARCEL
CSM #1255

UNPLATTED LANDS.

REGENCY WEST DRIVE

S 89° 29' 55" W
172.36'

N 01° 45' 44" W
144.33'

A

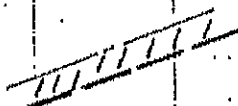
A

PARCEL 1
C.S.M. 1255

N 75° 27' 41" W
127.47'

128.64'

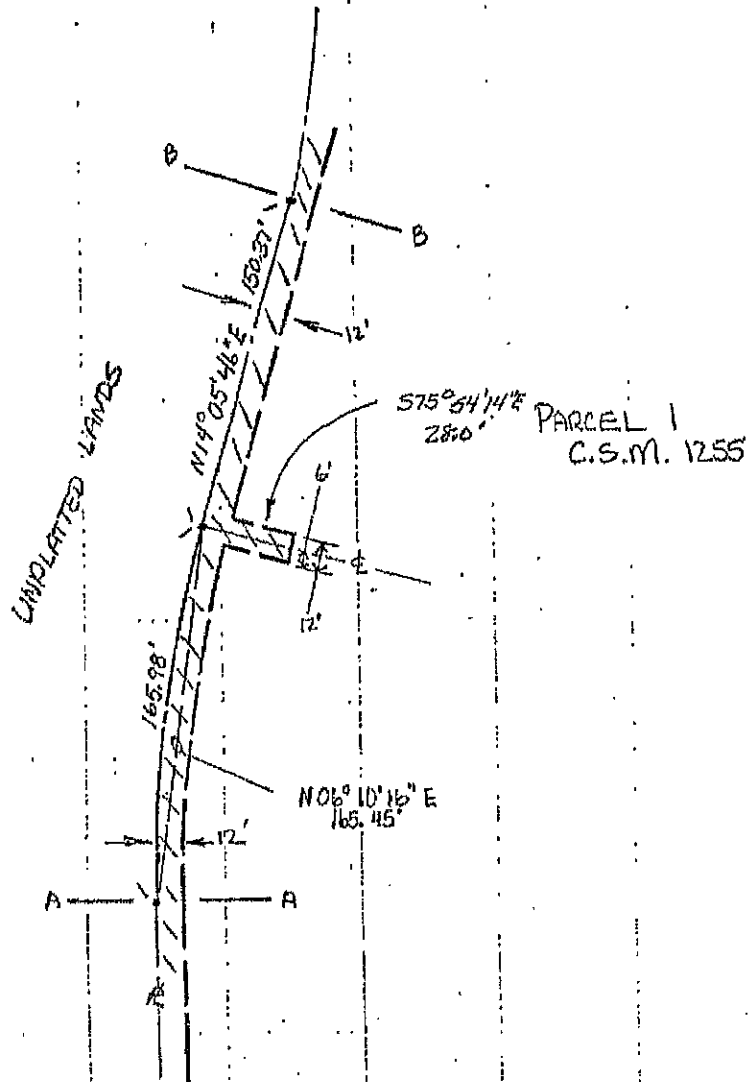
KEY



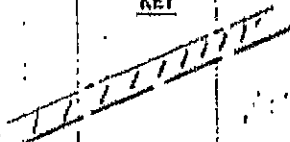
UTILITY EASEMENT STRIP
WIDTH AS SHOWN

Vol. 1897 PAGE 454
EXHIBIT "A"
1 OF 4

| REVISIONS | WISCONSIN ELECTRIC POWER COMPANY | DRAWN BY S. KERN |
|-----------|---|---------------------|
| | RD ASSC. OF RACINE LIMITED PARTNERSHIP | CHECKED BY _____ |
| | PARCEL 1 CSM 1255 PART OF THE NW 1/4 | APPROVED BY _____ |
| | OF THE SW 1/4 & SW 1/4 OF THE NW 1/4 OF | SCALE: 1" = 60' |
| | SEC 24 & THE NE 1/4 OF THE SW 1/4 OF | DATE 8-20-87 |
| | SEC 23 T3N-R22E TOWN OF MT. PLEASANT | DO 57072729 XX29158 |
| | RACINE COUNTY, WI | |



KEY



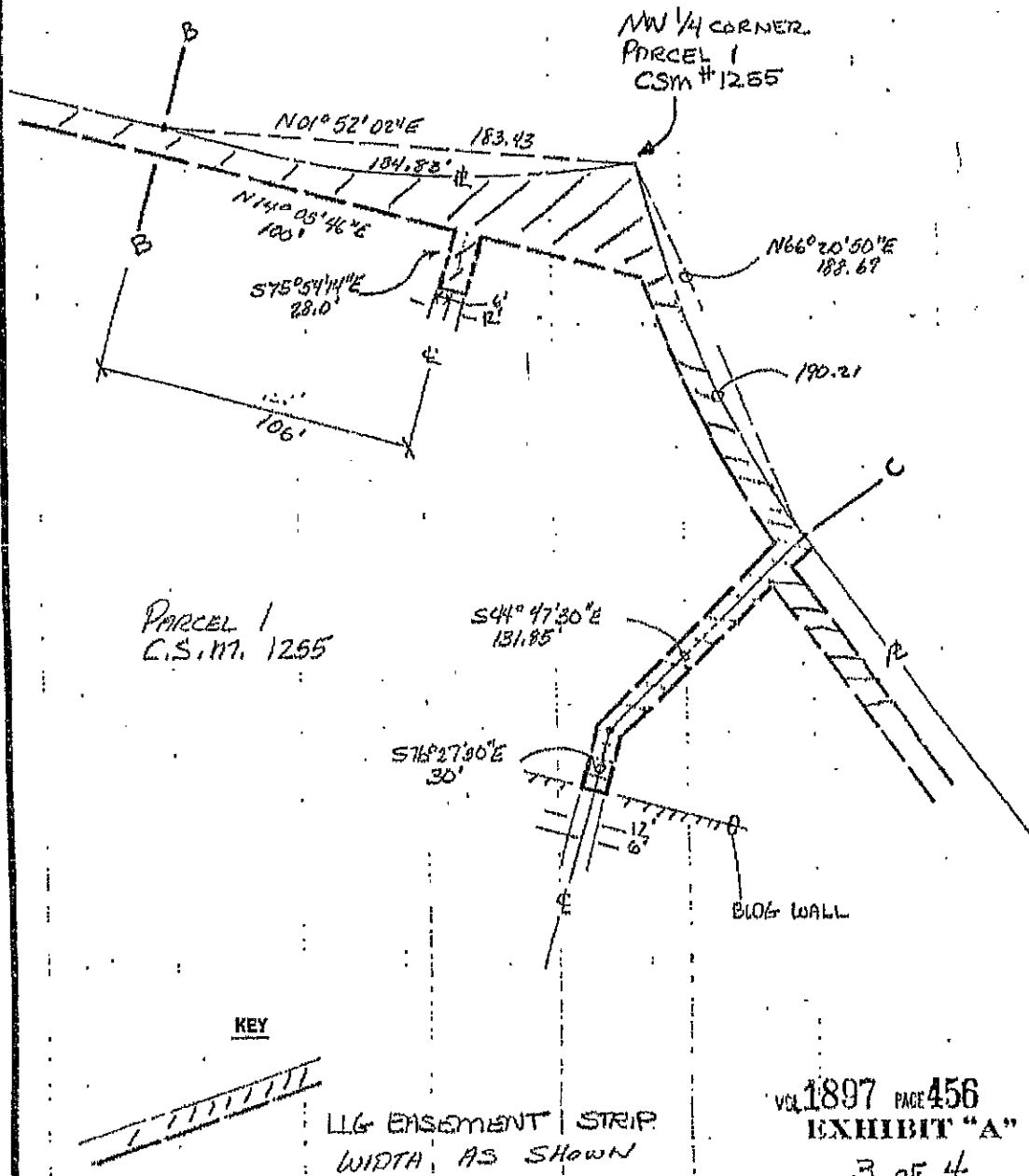
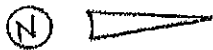
UTILITY EASEMENT STRIP
WIDTH AS SHOWN

VOL 1897 PAGE 455

EXHIBIT "A"

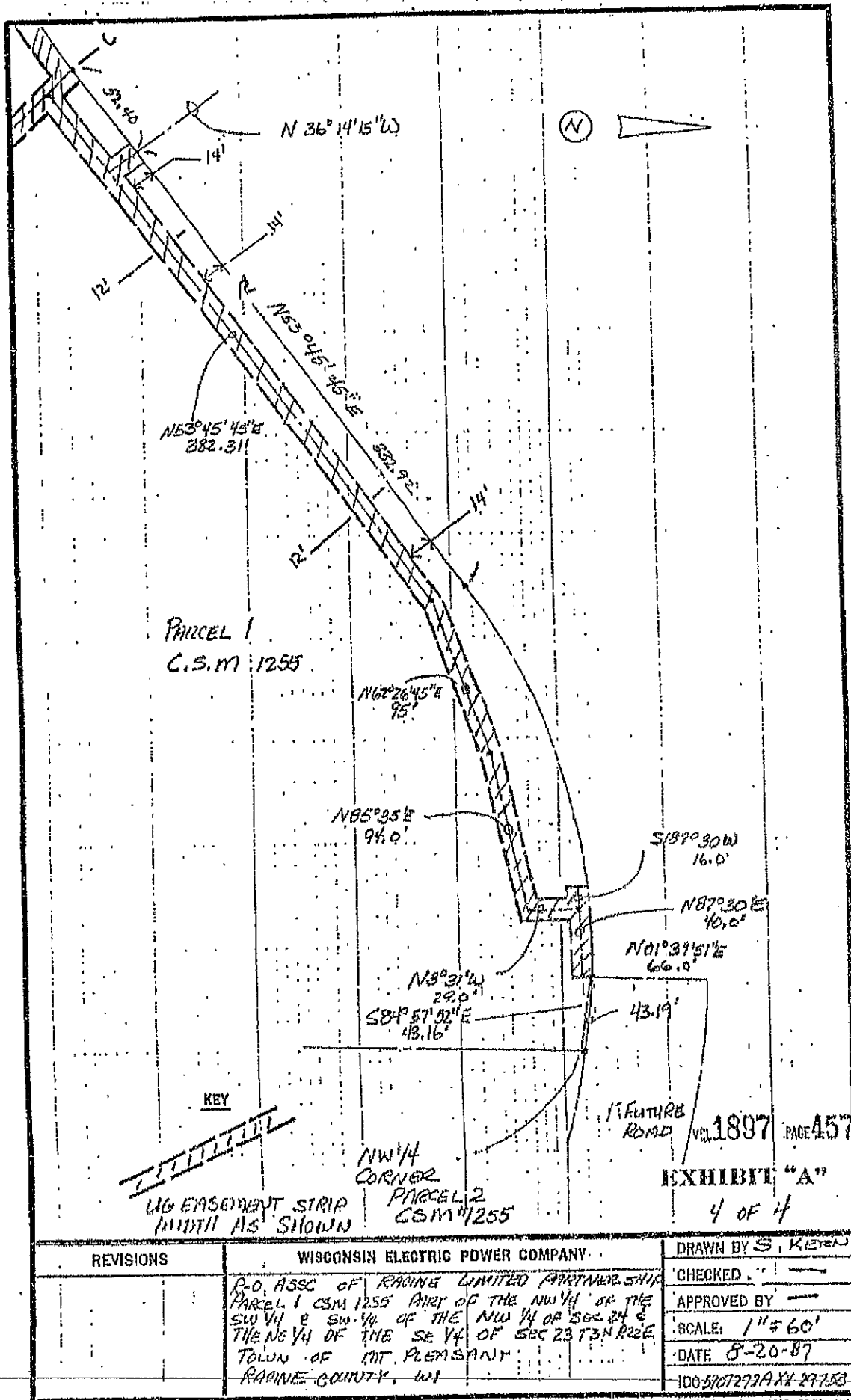
2 OF 4

| REVISIONS | WISCONSIN ELECTRIC POWER COMPANY | DRAWN BY S. KERN |
|-----------|--|----------------------|
| | R.O. ASSC. OF RACINE LIMITED PARTNERSHIP | CHECKED BY |
| | PARCEL 1 CSM 1255 PART OF THE NW 1/4 OF | APPROVED BY |
| | THE SW 1/4 E SW 1/4 OF THE NW 1/4 OF | SCALE: 1" = 60' |
| | SEC 24 E THE NW 1/4 OF THE SE 1/4 OF | DATE 8-20-87 |
| | SEC 23 T2N R22E TOWN OF MT. PLEASANT | 1005707272A X1297583 |
| | RACINE COUNTY, WI | |



VOL 1897 PAGE 456
EXHIBIT "A"
3 of 4

| REVISIONS | WISCONSIN ELECTRIC POWER COMPANY | DRAWN BY S. KERN |
|-----------|---|---------------------|
| | P.O. ASSC. OF RACINE LIMITED PARTNERSHIP | CHECKED BY _____ |
| | PARCEL 1 CSM 1255 PART OF THE NW 1/4 OF THE | APPROVED BY _____ |
| | SW 1/4 E SW 1/4 OF THE NW 1/4 OF SEC 24 E T19 | SCALE: 1" = 60' |
| | N 1/4 OF THE SE 1/4 OF SEC 23 T19 R22E | DATE 8-20-87 |
| | TOWN OF MT. PLEASANT, | 1055707277A XX7975P |
| | RACINE COUNTY, WI | |



IN WITNESS WHEREOF, the said R-O ASSOCIATES OF RACINE LIMITED PARTNERSHIP,
by REDMOND DEVELOPMENT CORPORATION a general partner, has caused these presents to be
signed by its President and attested to by its Secretary, and its corporate seal to be
hereunto affixed this 27th day of August, 19 87, and THOMAS J.
REDMOND, General Partner, has hereunto set his hand and seal this 27th day of
August, 19 87.

R-O ASSOCIATES OF RACINE LIMITED PARTNERSHIP

By: REDMOND DEVELOPMENT CORPORATION,
General Partner

Thomas J. Redmond, President

ATTEST:

Mark D. Redmond, Secretary

By: Thomas J. Redmond, General Partner

STATE OF Wisconsin
Waupesa COUNTY) :SS

Personally came before me this 27th day of August, 19 87,
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 instrument as such officers as the deed of the corporation by
its authority as a General Partner of said limited partnership.

Lynne G. Sommer
Lynne G. Sommer
Notary Public Waupesa Co., Wis.
My Commission Expires 5-19-91

STATE OF Wisconsin
Waupesa COUNTY) :SS

Personally came before me this 27th day of August, 19 87,
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 fore-
going and attached instrument as such general partner as the deed of said partnership
by its authority.

Lynne G. Sommer
Lynne G. Sommer
Notary Public Waupesa Co., Wis.
My Commission Expires 5-19-91

1320462

Form 895-C-2-5-25
JOINT
INDIVIDUAL AND CORPORATE
U.S. EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) to it paid, the receipt whereof is hereby acknowledged, R-O ASSOCIATES OF RACINE LIMITED PARTNERSHIP

owner and grantor, do hereby convey unto

WISCONSIN ELECTRIC POWER COMPANY

and

WISCONSIN BELL, INC.

grantees, their successors and assigns, the right, permission and authority to construct, install, operate, repair, maintain and replace conduit and cables underground, together with ~~and~~ other appurtenant equipment; also the right to construct, install, operate, maintain and replace (a) electric pad-mounted transformer(s), (b) electric pad-mounted switch-fuse unit(s), together with (c) concrete slab(s), pedestal(s), ~~and~~ other equipment, terminals, markers and other necessary and usual appurtenant equipment above ground, all for the purpose of transmitting electric energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, and for telephone service upon, across, within and beneath a strip of land 12 feet in width being a part of the grantor's premises described as Parcel 1 of Certified Survey Map No. 1255, recorded in the office of the Register of Deeds for Racine County, in Volume 3 of Certified Survey Maps, on Pages 652 through 657, as Document No. 1236698 and being a part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24 and the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 23, Township 3 North, Range 22 East, ~~Town of Mt. Pleasant~~ City of Racine, Racine County, Wisconsin.

Pt of Tax Key No. 276-0000-23901-000.

(if necessary, continue on reverse side)

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

The right, permission and authority is also granted to each of said grantees, their successors and assigns, to construct, install, operate, maintain and replace ~~electric and telephone~~ electric and telephone underground service laterals and under the grantor's premises for the purpose of extending electric and telephone service to said premises. Said underground service laterals to be installed at such time and in such location as grantees, their successors and assigns, may deem necessary.

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

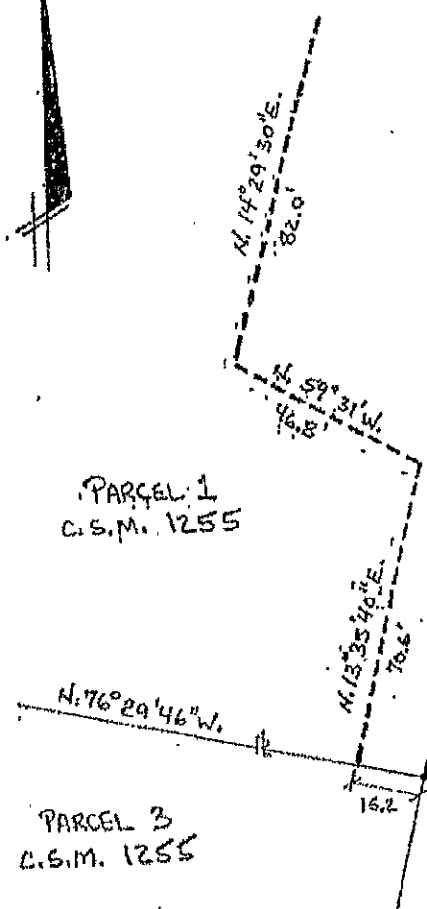
The grantor, its heirs, successors and assigns, covenants and agrees that no building or structure will be erected over and/or under or placed in such close proximity to said underground and/or above ground electric and telephone facilities as to create a violation of the Wisconsin State Electrical Code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

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

The grantees and their agents shall have the right to enter the premises of the undersigned for the purpose of exercising 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 of 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 hereto.



PARCEL 1
C.S.M. 1255

PARCEL 3
C.S.M. 1255

KEY

12' UG. EASEMENT

VOL 2033 PAGE 326

EXHIBIT "A"

| | | | | | |
|--------------------------|--|----------------------------------|--|-------------------|--|
| REVISIONS | | WISCONSIN ELECTRIC POWER COMPANY | | DRAWN BY M. QUINN | |
| PARCEL 1 C.S.M. 1255 | | PART OF THE SW 1/4 SEC 24-3-22 | | CHECKED BY | |
| C/RACINE - RACINE COUNTY | | | | APPROVED BY | |
| | | | | SCALE N.T.S. | |
| | | | | DATE 6-8-90 | |
| | | | | ID# 500093-2A | |

IN WITNESS WHEREOF, the said R-O ASSOCIATES OF RACINE LIMITED PARTNERSHIP, by REDMOND DEVELOPMENT CORPORATION a general partner, has caused these presents to be signed by its President and attested to by its Secretary, and its corporate seal to be hereunto affixed this 27th day of August, 1990, and THOMAS J. REDMOND, general partner, has hereunto set his hand and seal this 27th day of August, 1990.

Register's Office
Racine County, Wis. } SS

Received for Record 14th day of September A.D. 1990 at 9:21 o'clock A. M. and recorded in Volume 2033 of Records on page 325-327

Theron M. Schuttler
Register of Deeds

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

STATE OF WISCONSIN)
Waubesa COUNTY) :SS

Personally came before me this 27th day of August, 1990, 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 instrument as such officers as the deed of the corporation by its authority as a General Partner of said limited partnership.

Suzanne H. Schmitt

Notary Public Suzanne H. Schmitt

STATE OF WISCONSIN

My commission expires 3/21/93

STATE OF WISCONSIN)
Waubesa COUNTY) :SS

Personally came before me this 27th day of August, 1990, 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 partner as the deed of said partnership by its authority.

Suzanne H. Schmitt

Notary Public Suzanne H. Schmitt

STATE OF WISCONSIN

My commission expires 3/21/93

This instrument was drafted by Robert G. Sanford on behalf of Wisconsin Electric Power Company.

1331938

Form 595-C-1-6-88
W.E.P.C.O. ONLY
INDIVIDUAL AND CORPORATE
U.G. EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) to _____ paid, the receipt whereof is hereby acknowledged, R-O ASSOCIATES OF RACINE LIMITED PARTNERSHIP, owner _____, and grantor _____, does hereby convey unto

WISCONSIN ELECTRIC POWER COMPANY

grantee, its successors and assigns, the right, permission and authority to construct, install, operate, repair, maintain and replace conduit and cables underground, together with ~~any and all~~ other appurtenant equipment; also the right to construct, install, operate, maintain and replace ~~(the)~~ electric pad-mounted transformer(s), ~~(the)~~ electric pad-mounted switch-fuse unit(s), together with ~~(the)~~ concrete slab(s), secondary power pedestal(s), ~~any and all~~ terminals, markers and other necessary and usual appurtenant equipment above ground, all for the purpose of transmitting electric energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used upon, across, within and beneath strips of land 12 feet in width being a part of the grantor's premises described as Parcel 1 of Certified Survey Map No. 1255, recorded in the office of the Register of Deeds for Racine County, Wisconsin, in Volume 3 of Certified Survey Maps, on Pages 652 through 657, as Document No. 1236698, and being a part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24 and the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 23, Township 3 North, Range 22 East, City of Racine, Racine County, Wisconsin.

Part of Tax Key No. 276-0000-23901-000.

Register's Office
Racine County, Wis.

Received for Record 20 day of February A.D. 19 91 at 11:53 o'clock A.M. and indexed in Volume 2054 of Racine on page 257 759

12 - Allen M. Schuttin
Register of Deeds

(If necessary, continue on reverse side)

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

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

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

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

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

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

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

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

VOL 2054 PAGE 757

500082-2B

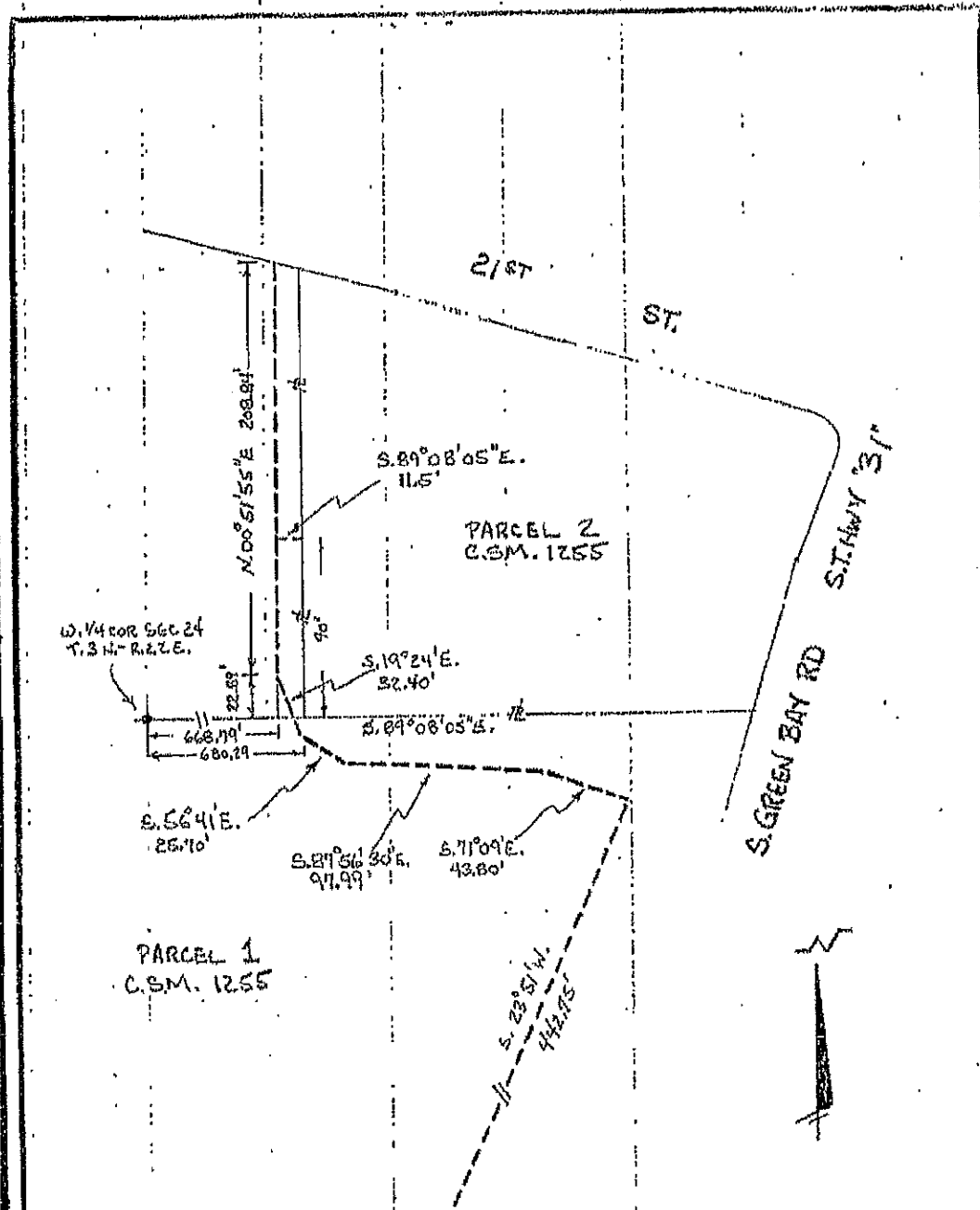


EXHIBIT "A"

Vol 2054 Page 758

| REVISIONS | WISCONSIN ELECTRIC POWER COMPANY | DRAWN BY M. QUINN |
|-----------|---|-------------------|
| | PART of PARCEL 1 - C.S.M. 1255 | CHECKED BY |
| | NW 1/4 SW 1/4 SEC 24 - T.3 N. - R.22 E. | APPROVED BY |
| | C/RACING - RACING COUNTY | SCALE: NTS |
| | | DATE 1-4-91 |
| | | IDO 500082-2B |

IN WITNESS WHEREOF, the said R-O ASSOCIATES OF RACINE LIMITED PARTNERSHIP, by REDMOND DEVELOPMENT CORPORATION a general partner, has caused these presents to be signed by its President and attested to by its Secretary, and its corporate seal to be hereunto affixed this 11th day of January, 1991, and THOMAS J. REDMOND, general partner, has hereunto set his hand and seal this 11th day of January, 1991.

R-O ASSOCIATES OF RACINE LIMITED PARTNERSHIP
By: REDMOND DEVELOPMENT CORPORATION,
General Partner

Thomas J. Redmond
Thomas J. Redmond President

ATTEST:

Mark D. Redmond
Mark D. Redmond Secretary

By: Thomas J. Redmond
Thomas J. Redmond General Partner

STATE OF WISCONSIN)
Waubesa COUNTY) :SS

Personally came before me this 11th day of January, 1991, 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 instrument as such officers as the deed of the corporation by its authority as a General Partner of said limited partnership.

Suzanne H. Schmitt
Suzanne H. Schmitt
Notary Public Waubesa Co., WI
My commission expires 3/21/93

STATE OF WISCONSIN)
Waubesa COUNTY) :SS

Personally came before me this 11th day of January, 1991, 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 partner as the deed of said partnership by its authority.

Suzanne H. Schmitt
Suzanne H. Schmitt
Notary Public Waubesa Co., WI
My commission expires 3/21/93

This instrument was drafted by Robert G. Sanford on behalf of Wisconsin Electric Power Company.

Vol. 2054 Page 759

1231812

Register's Office
 Racine County, Wis. } SS
 Received for Record *gjh* day of
June A.D. 1987 at 11:01
 o'clock P.M. and recorded in Volume 1869
 of *Records* on page 247-254
Heinrich Schuttler
 Register of Deeds

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made as of the 8th day of JUNE, 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").

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:

I. 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

K-B

VOL 1869 PAGE 247

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 prior 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 4th 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 Drafted By
ROBERT B. PREGGINS, LAWYER

Glenn A. Oakes
Glenn A. Oakes

Sandra M. Oakes
Sandra M. Oakes

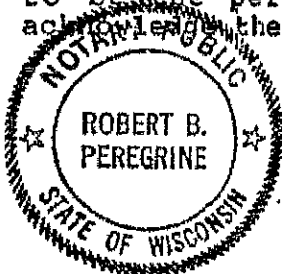
SEKAO, a family partnership

By: Glenn A. Oakes
Glenn A. Oakes, General Partner

ACKNOWLEDGMENT

STATE OF WISCONSIN }
MILWAUKEE COUNTY } ss.

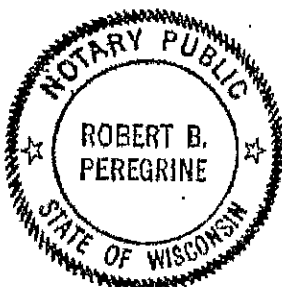
Personally came before me this 8th day of June, 1987,
the above named Glenn A. Oakes and Sandra M. Oakes, to me known
to be the persons who executed the foregoing instrument and
acknowledge the same.



Robert B. Peregrine
ROBERT B. PEREGRINE
Notary Public, State of Wisconsin
My Commission IS PERMANENT

STATE OF WISCONSIN }
MILWAUKEE COUNTY } ss.

Personally came before this 8 day of JUNE, 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
ROBERT B. PEREGRINE
Notary Public, State of Wisconsin
My Commission IS PERMANENT

SIGNATURES AND ACKNOWLEDGMENTS

R-O ASSOCIATES OF RACINE LIMITED
PARTNERSHIP

BY: REDMOND DEVELOPMENT CORPORATION,
General Partner


Thomas J. Redmond, President

ATTEST:

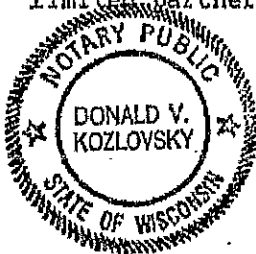

Robert B. Peregrine, Asst. Secretary

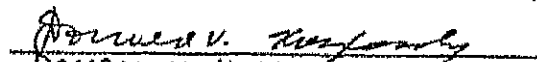
BY: 
Thomas J. Redmond, General Partner

CORPORATE ACKNOWLEDGMENT

STATE OF WISCONSIN }
MILWAUKEE COUNTY } ss.

Personally came before me this 8th day of June,
1981, 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.

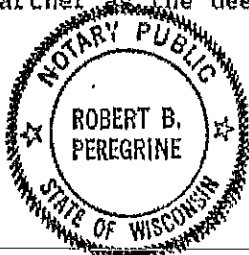



DONALD V. KOZLOVSKY
Notary Public, State of Wisconsin
My Commission is permanent.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WISCONSIN }
MILWAUKEE COUNTY } ss.

Personally came before me this 8 day of JUNE,
1981, 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
partner as the deed of said partnership by its authority.



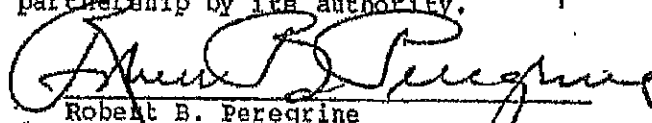

Robert B. Peregrine
Notary Public, State of Wisconsin
My Commission is permanent.

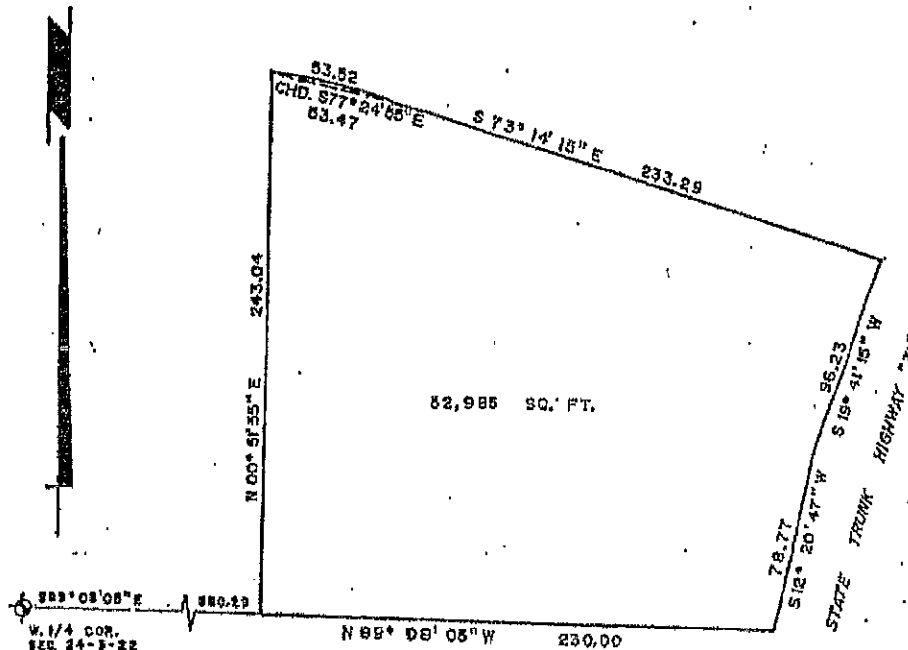
EXHIBIT A

PLAT OF SURVEY

Drawing for
REDMOND CONSTRUCTION
OF

That part of the Northwest $\frac{1}{4}$ of Section 24, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a point on the East-West $\frac{1}{4}$ line of said Section located $889^{\circ}08'05''$ E 680.29 feet from a standard Racine County monument marking the West $\frac{1}{4}$ corner of said Section 24; run thence $N00^{\circ}51'55''$ E 243.04 feet to a point on a curve of Northeasterly convexity whose radius is 367.00 feet and whose chord bears $S77^{\circ}24'55''$ E 53.47 feet; thence Southeasterly on the arc of said curve 53.52 feet; thence $S73^{\circ}14'15''$ E 233.29 feet to the Westerly line of S.T.H. #31; thence $S19^{\circ}41'15''$ W 96.23 feet along the Westerly line of S.T.H. #31; thence $S12^{\circ}20'47''$ W 78.77 feet on the Westerly line of S.T.H. #31 to the East-West $\frac{1}{4}$ line of said Section 24; thence $N89^{\circ}08'05''$ W 230.00 feet along said East-West $\frac{1}{4}$ line to the point of beginning. Containing 1.216 acre.

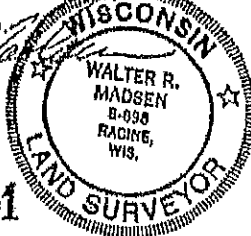
T.S. 51-008-03-22-24-017-000



CERTIFICATE

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

5/29/87



VOL 1869 PAGE 251

BEARING BASE: GRID NORTH, WISCONSIN
COORDINATE SYSTEM

ALL ELEVATIONS REFER TO NATIONAL
GEODETIC DATUM OF 1929

LEGEND

- = SET
- = IRON STAKE FOUND

FIELD WORK 5/28/87 BY GME

DRAWN 5/21/87 BY D.J.T.

SCALE 1" = 60'

JOB NO. 87118-C

Page 1 of 1 Page

NM
&B

Nielsen Madsen & Barber
Consulting Civil Engineers

1339 Washington Avenue Racine, Wisconsin 53403
(414) 634-6566/552-7902

EXHIBIT B

Legal Description of Regency Point Shopping Center

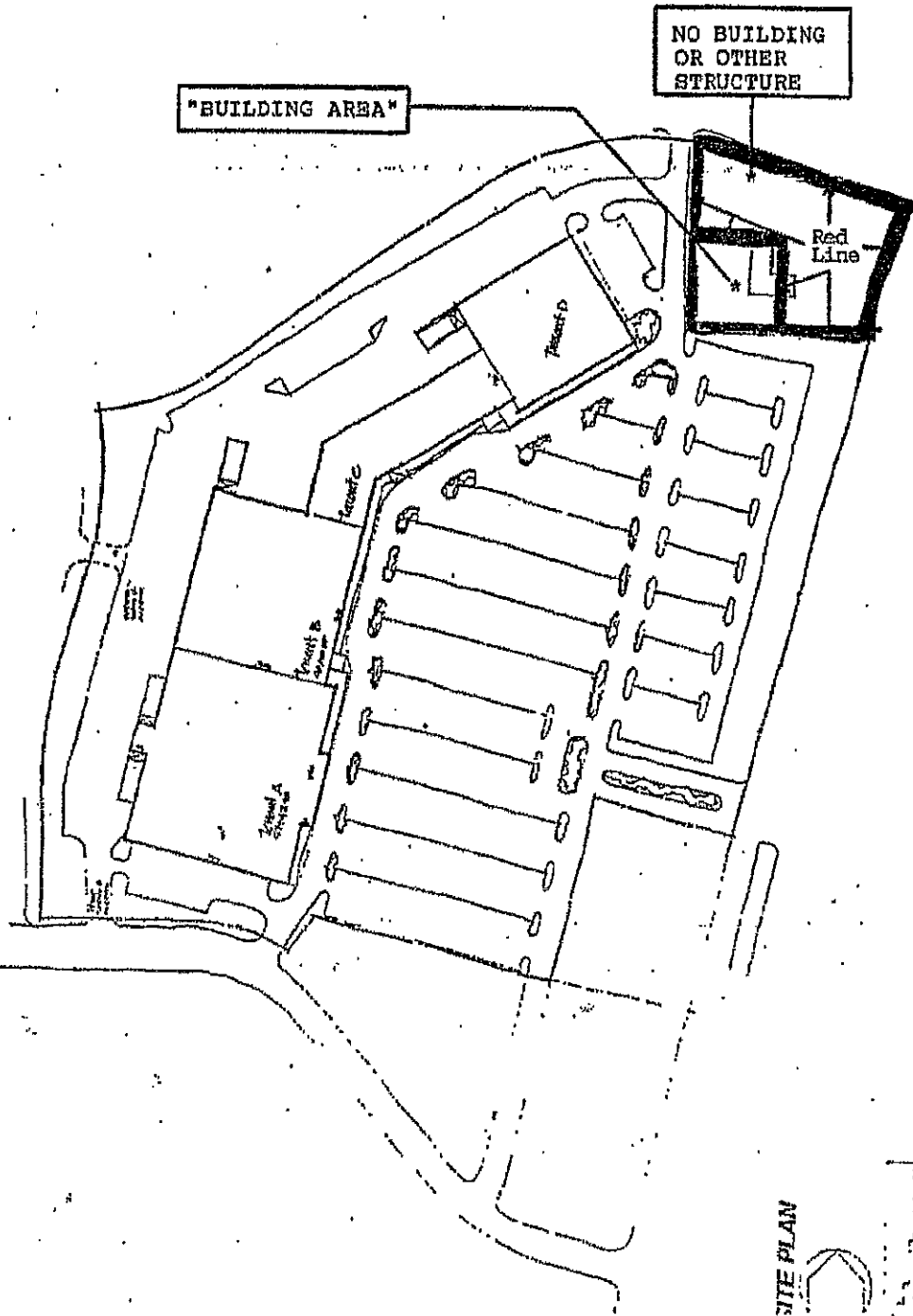
That part of the West 1/2 of Section 24, and of the Southeast 1/4 of Section 23, Township 3 North, Range 22 East, bounded as follows: Commence at a standard Racine County monument marking the West 1/4 corner of said Section 24; run thence South 89° 08' 05" East 183.43 feet along the East-West 1/4 line of said Section 24 to the point of beginning of this description; run thence North 53° 45' 45" East 204.99 feet to a point on a curve of Northerly convexity whose radius is 367.00 feet and whose chord bears North 72° 42' 40" East 238.37 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 113.77 feet; thence Easterly on the arc of said curve 114.10 feet; thence South 73° 14' 15" East 235.46 feet to the Westerly 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" West 21.28 feet; thence Southerly on the arc of said curve and the Westerly line of State Trunk Highway 31, 21.28 feet; thence South 19° 41' 15" West 44.78 feet along the Westerly line of State Trunk Highway 31; thence North 73° 14' 15" West 233.29 feet to a point on a curve of Northerly 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 1 of Certified Survey Map No. 1170, a recorded map; thence North 00° 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° 38' 06" West 53.89 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 Northerly 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 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 chord bears North 06° 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° 08' 05" East 910.29 feet from the West 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 line of said highway; thence North 19° 41' 15" East 96.23 feet along the West line of said 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 00° 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 Westerly convexity whose radius is 16,430.22 feet and whose chord bears South 16° 26' 22" West 21.28 feet; thence Southerly 21.28 feet along the arc 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.

~~51-008-02-22-24-016-000~~

51-008-03-22-24-018-000

~~51-008-03-22-24-030-000~~

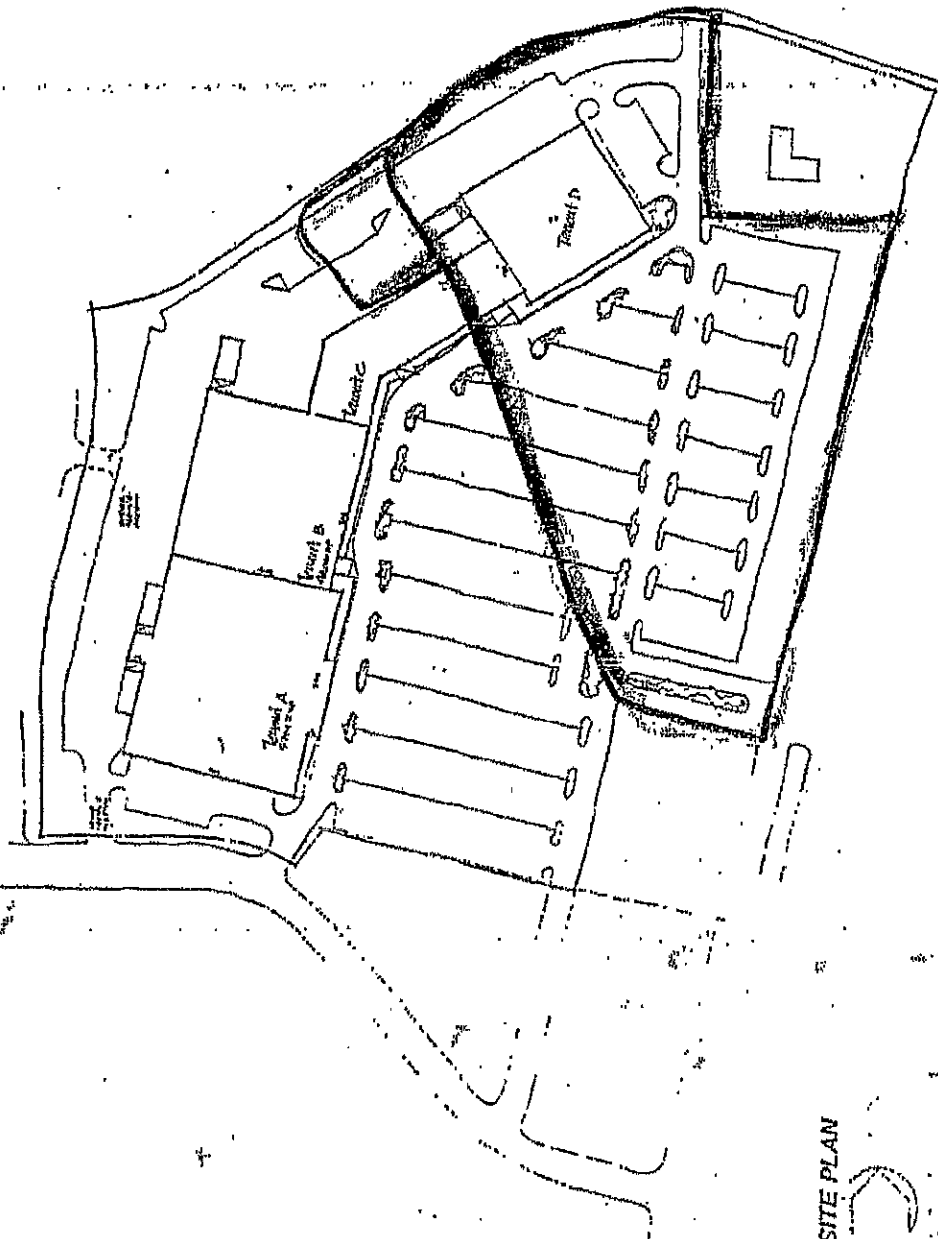
EXHIBIT C



DATE FILED

AGENCY POINT SHOPPING CENTER

EXHIBIT D



SITE PLAN

REGENCY POINT SHOPPING CENTER

1231813

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, Waukeesa, 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.
- b. 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.
- d. 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.
- e. 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.
- g. This model agreement supersedes the model agreements described on Exhibit D.
- h. The foregoing agreements shall be binding upon the successors and assigns of the parties hereto and shall be considered covenants running with the land.

9181 06 9

2000. 1

K-B

RAC 28606

VOL 1869 PAGE 255

This Instrument Was Drafted By
ROBERT B. PEREGRINE, LAWYER

Dated at Racine, Wisconsin, this 8 day of June, 1987.

Glenn A. Oakes
Glenn A. Oakes

Sandra M. Oakes
Sandra M. Oakes

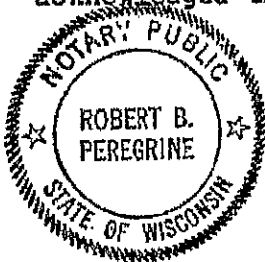
SEKAO

By: Glenn A. Oakes
Glenn A. Oakes, General Partner

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WISCONSIN)
RACINE COUNTY) ss.

Personally came before me this 8 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. Peregrine
ROBERT B. PEREGRINE
Notary Public, State of Wisconsin
My Commission is permanent

CORPORATE ACKNOWLEDGEMENT

STATE OF WISCONSIN)
RACINE COUNTY) ss.

Personally came before me this 8 day of JUNE, 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
ROBERT B. PEREGRINE
Notary Public, State of Wisconsin
My Commission is permanent

SIGNATURES AND ACKNOWLEDGMENTS

R-O ASSOCIATES OF RACINE LIMITED
PARTNERSHIP

BY: REDMOND DEVELOPMENT CORPORATION,
General Partner


Thomas J. Redmond, President

ATTEST:

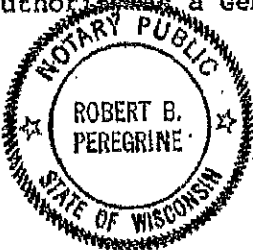
Mark D. Redmond, Secretary

BY: Thomas J. Redmond
Thomas J. Redmond, General Partner

CORPORATE ACKNOWLEDGMENT

STATE OF WISCONSIN)
MILWAUKEE COUNTY) ss.

Personally came before me this 8th day of June 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 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.

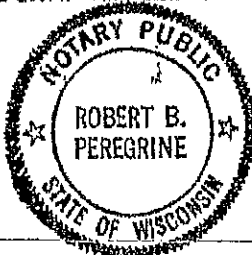


Robert B. Peregrine
Notary Public, State of Wisconsin
My Commission is permanent.

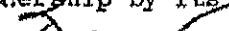
INDIVIDUAL ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

87. Personally came before me this 05 day of June, 1987, 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 partner as the deed of said partnership by its authority.



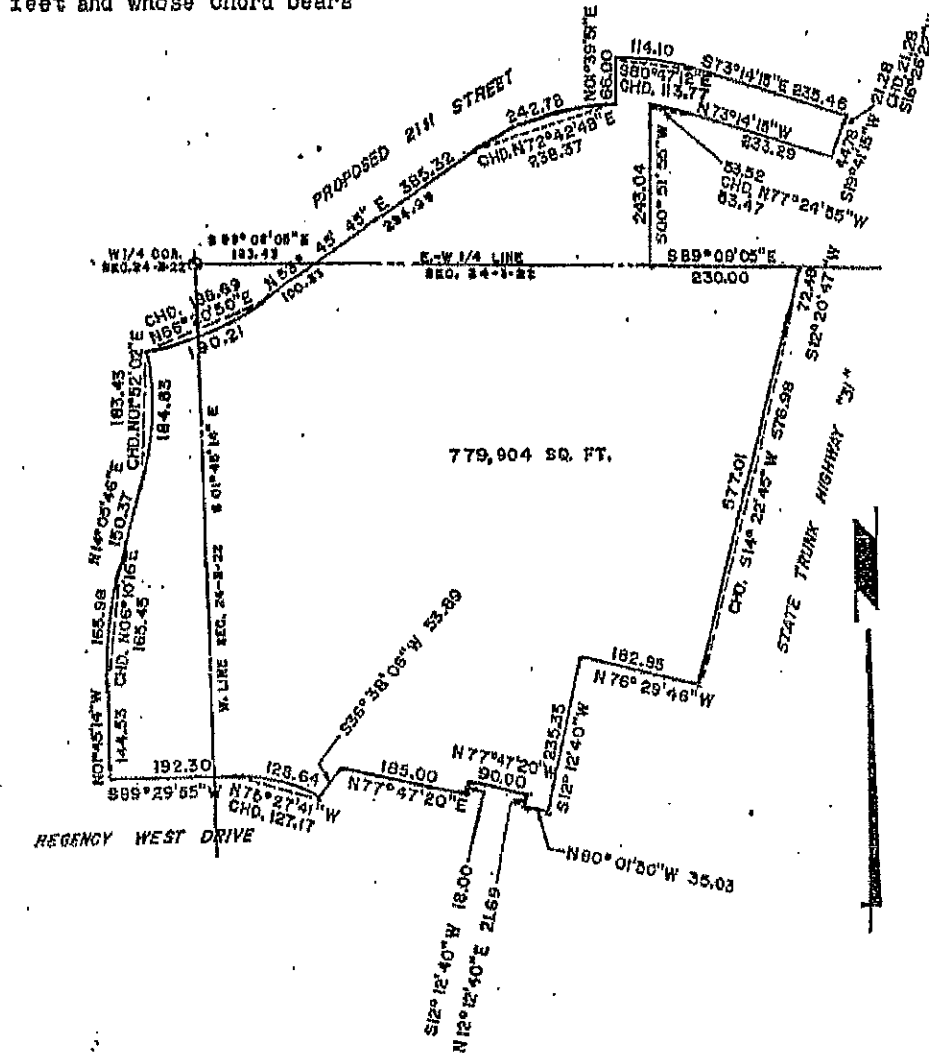
partnership by its authority.


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

PLAT OF SURVEY

Drawing for
REDMOND CONSTRUCTION
of

That part of the West $\frac{1}{4}$ of Section 24, and of the Southeast $\frac{1}{4}$ 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 $\frac{1}{4}$ corner of said Section 24; run thence $S89^{\circ}08'05''E$ 183.43 feet along the East-West $\frac{1}{4}$ line of said Section 24 to the point of beginning of this description; run thence $N53^{\circ}45'45''E$ 284.99 feet to a point on a curve of Northerly convexity whose radius is 367.00 feet and whose chord bears

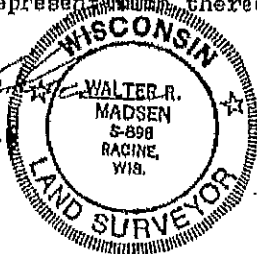


CERTIFICATE

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

5/28/87

Walter R. Madsen



BEARING BASE: GRID NORTH, WISCONSIN
COORDINATE SYSTEM

ALL ELEVATIONS REFER TO NATIONAL
GEODETIC DATUM OF 1929

LEGEND

- SET
- IRON STAKE FOUND

FIELD WORK 5/28/87 BY GMB

DRAWN 5/20/87 BY DJT

SCALE 1" = 200'

JOB NO. 87118-B

VCL 1869 PAGE 258

PLAT OF SURVEY — EXHIBIT A

72°42'48"E 238.37 feet; thence Easterly on the arc of said curve 242.78 feet; thence N01°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 S80°47'12"E 113.77 feet; thence Easterly on the arc of said curve 114.10 feet; thence S73°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 S16°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 S19°41'15"W 44.78 feet along the Westerly line of S.T.H. #31; thence N73°14'15"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 S00°51'55"W 243.04 feet; thence S89°08'05"E 230.00 feet to the Westerly line of S.T.H. #31; thence S12°20'47"W 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 S14°22'45"W 576.98 feet; thence Southerly 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 S12°12'40"W 235.35 feet; thence N80°01'50"W 35.03 feet; thence N12°12'40"E 21.69 feet; thence N77°47'20"W 90.00 feet; thence S12°12'40"W 18.00 feet; thence N77°47'20"E 185.00 feet; thence S36°38'06"W 53.89 feet to the Northeastery line of Regency West Drive and a point on a curve of Northeastery 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 Northeastery line of Regency West Drive 128.64 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 165.45 feet; thence Northerly on the arc of said curve 165.98 feet; thence N14°05'46"E 150.37 feet to a point on a curve of Easterly convexity whose radius is 433.00 feet and whose chord bears N01°52'02"E 163.43 feet; thence Northerly on the arc of said curve 184.83 feet to a point on a curve of Southeastery convexity, whose radius is 433.00 feet and whose chord bears N66°20'50"E 188.69 feet; thence Northeastery 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.

~~51-008-03-22-24-016-000~~

51-008-03-22-24-018-001

~~51-008-03-22-24-030-000~~

BEARING BASE: GRID NORTH, WISCONSIN
COORDINATE SYSTEM

ALL ELEVATIONS REFER TO NATIONAL
GEODETIC DATUM OF 1929

LEGEND

● = SET

○ = IRON STAKE FOUND

VEL 1869 PAGE 259

FIELD WORK _____ BY _____
DRAWN 5/20/87 BY DJT
SCALE 1" = 200'
JOB NO. 67118-B

NM
8B

Nielsen Madsen & Barber
Consulting Civil Engineers

Page 2 of 2

1339 Washington Avenue Racine, Wisconsin 53403
(414) 834-5588/582-7902

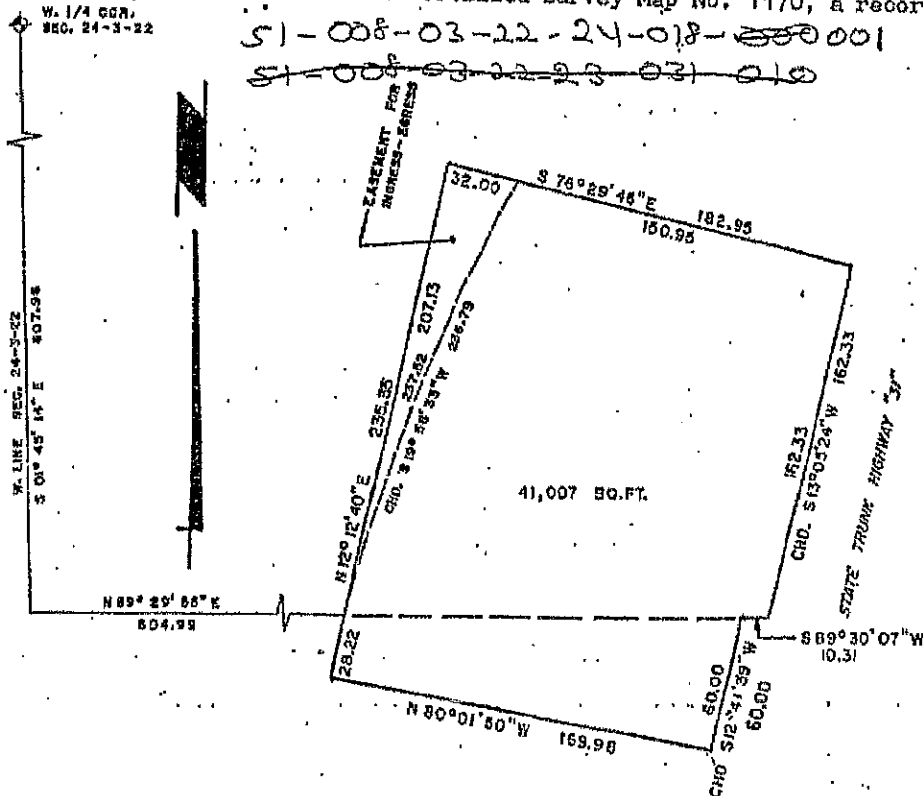
EXHIBIT A

EXHIBIT B

PLAT OF SURVEY

Drawing for
REDMOND CONSTRUCTION
of

That part of the Southwest $\frac{1}{4}$ of Section 24, Township 3 North, Range 22 East in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Commence at a point on the West line of said Section 24 located $501^{\circ}45'$ corner of said Section 24; thence $N89^{\circ}29'55''E$ 504.99 feet to the point of beginning of this description; run thence $N12^{\circ}12'40''E$ 207.13 feet; thence $S76^{\circ}29'46''E$ 182.95 feet to the Westerly line of S.T.H. #31 and a point on a curve of Westerly convexity whose radius is 16,430.19 feet and whose chord bears $S13^{\circ}05'24''W$ 162.33 feet; thence Southerly on the arc of said curve and the Westerly line of S.T.H. #31, 162.33 feet; thence $S89^{\circ}30'07''W$ 10.31 feet to a point on a curve of Westerly convexity whose radius is 16,440.22 feet and whose chord bears $S12^{\circ}41'39''W$ 60.00 feet; thence Southerly on the arc of said curve and Westerly line of S.T.H. #31 to the South line of Outlot 1 of Certified Survey Map No. 1170, a recorded



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. Madsen



VOL 1869 PAGE 260

BEARING BASE: GRID NORTH, WISCONSIN
COORDINATE SYSTEM

ALL ELEVATIONS REFER TO NATIONAL
GEODETIC DATUM OF 1929

LEGEND

• = SET

○ = IRON STAKE FOUND

FIELD WORK 5/28/87 BY GME

DRAWN 5/20/87 BY DJT

SCALE 1" = 50'

JOB NO. 87118-D

NM
8B

Page 1 of 2 Pages

Nielsen Madsen & Barber
Consulting Civil Engineers

1339 Washington Avenue Racine, Wisconsin 53403
(414) 834-5588/552-7802

EXHIBIT B

PLAT OF SURVEY

EXHIBIT B

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.

ALSO including an easement for Ingress and Egress described as follows: Begin at the Northwest corner of aboved described parcel; run thence S76°29'46"E 32.00 feet to a point on a curve of Northwesterly convexity whose radius is 876.33 feet and whose chord bears S19°58'33"W 236.79 feet; thence Southwesterly on the arc of said curve 237.52 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.

BEARING BASE: GRID NORTH, WISCONSIN
COORDINATE SYSTEM

ALL ELEVATIONS REFER TO NATIONAL
GEODETIC DATUM OF 1929

LEGEND

• SET

○ IRON STAKE FOUND

VOL 1869 PAGE 261

FIELD WORK BY

DRAWN 5/20/87 BY DJT

SCALE 1" = 60'

JOB NO. 87118-D

Page 2 of 2 Pages

EXHIBIT B

NM
&B

Nielsen Madsen & Barber
Consulting Civil Engineers

1339 Washington Avenue Racine, Wisconsin 53403

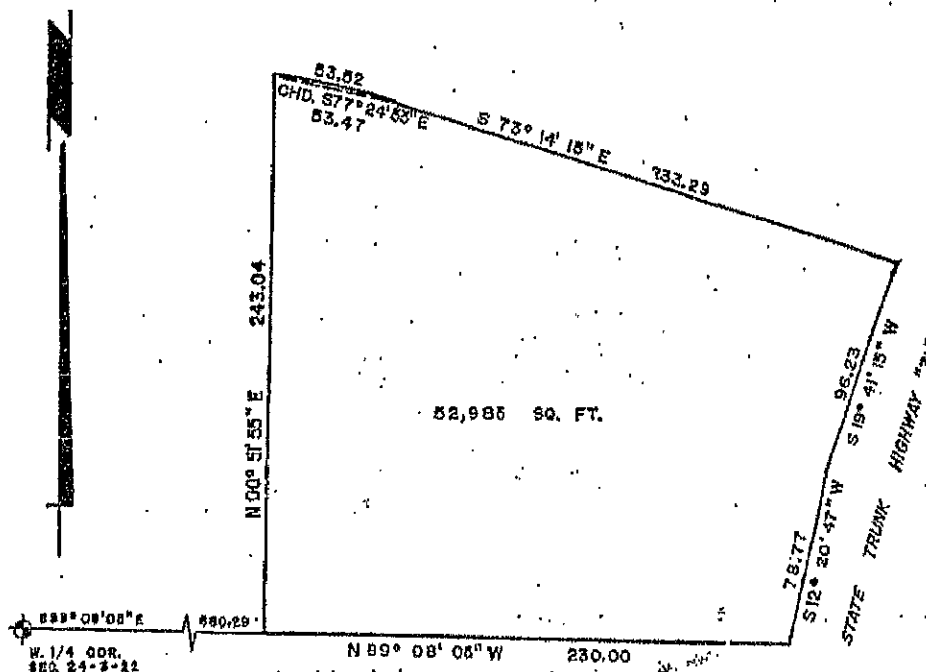
(414) 634-5588/682-7902

PLAT OF SURVEY EXHIBIT C

Drawing for
REDMOND CONSTRUCTION
OF

That part of the Northwest $\frac{1}{4}$ of Section 24, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a point on the East-West $\frac{1}{4}$ line of said Section located S89°08'05"E 580.29 feet from a standard Racine County monument marking the West $\frac{1}{4}$ corner of said Section 24; run thence N00°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 S77°24'55"E 53.47 feet; thence Southeasterly on the arc of said curve 53.52 feet; thence S73°14'15"E 233.29 feet to the Westerly line of S.T.H. #31; thence S19°41'15"W 96.23 feet along the Westerly line of S.T.H. #31; thence S12°20'47"W 78.77 feet on the Westerly line of S.T.H. #31 to the East-West $\frac{1}{4}$ line of said Section 24; thence N89°08'05"W 230.00 feet along said East-West $\frac{1}{4}$ line to the point of beginning. Containing 1.216 acre.

51-008-03 - 22-24-07-000
~~51-008-03-22-24-018-000~~



CERTIFICATE

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

5/29/87



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BEARING BASE: GRID NORTH, WISCONSIN
COORDINATE SYSTEM

ALL ELEVATIONS REFER TO NATIONAL
GEODETIC DATUM OF 1929

LEGEND

- SET
- IRON STAKE FOUND

FIELD WORK 5/28/87 BY GME

DRAWN 6/21/87 BY DJT

SCALE 1" = 80'

JOB NO. 87118-C

Page 1 of 1 Page

EXHIBIT C

NM
8B

Nielsen Madsen & Barber
Consulting Civil Engineers

1339 Washington Avenue Racine, Wisconsin 53403
(414) 834-5588/582-7902

EXHIBIT D

| <u>Land Owner</u> | <u>Date of Model Agreement</u> | <u>Recording Information</u> |
|---|--------------------------------|--|
| 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. } \$5
Received for Record *June* day of
A.D. 19 *87* at *11:02*
o'clock *A*. M. and recorded in Volume *1869*
of *Records* on page *255*
Thelen M. Schuttner
Register of Deeds

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

Received for Record 17th day of May 1925 at 9:03
o'clock A.M. and recorded in Volume 1752
of Record on page 604-634

DECLARATION OF EASEMENTS

1169012

AND COVENANTS

112.00 Helen M. Schuttin

THIS DECLARATION OF EASEMENTS AND COVENANTS ("Declaration")

is made as of the 13 day of May, 1925 by the COUNTY OF
RACINE, a political subdivision of the State of Wisconsin
("Declarant").

1. RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. EASEMENTS

4.1. Ingress and Egress.

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

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

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

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

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

4.2 Parking and Incidental Use.

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

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

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

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

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

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

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

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

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

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

6. BUILDINGS

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

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

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

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

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

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

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

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

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

7. MAINTENANCE OF IMPROVEMENTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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REAL ESTATE TAXES AND SPECIAL ASSESSMENTS

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

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

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

9. MODIFICATIONS TO SITE PLAN; PARKING RATIO

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

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

10. INSURANCE

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

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

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

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

10.3 Policy Requirements.

- (a) All insurance required under this Declaration shall:
 - (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 procured by any of the parties hereto; (iii) be nonassessable and contain language, to the extent obtainable, to the effect that the loss shall be payable notwithstanding any act or negligence of the insured that might otherwise result in forfeiture of the insurance; (iv) provide that the insurer waives the right of subrogation against any of the parties hereto, their agents and representative; and (v) contain an agreement by the insurer, to the extent obtainable, that such policy shall not be cancelled without at least thirty (30) days' prior written notice to all Owners.

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

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

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

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

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

11. DAMAGE OR DESTRUCTION OF IMPROVEMENTS

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

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

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

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

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

13. ENFORCEMENT OF DECLARATION

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

13.2. Right to Cure - Lien Rights.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to:

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

(iii) if to the Declarant

or to the Owner of Parcel C to:

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

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

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

By: Hubert H. Braun, County Board
Chairman
By: Dennis Kornwolf
Dennis Kornwolf, County Clerk

MENARD, INC.

By: Marv Prochaska
Marv Prochaska
Title: V.P.

(SEAL)

Attest: [Signature]
Title: Secretary

BEST PRODUCTS CO., INC.

By: Bernard A. Cohen
Bernard A. Cohen
Title: Exec. Vice President

(SEAL)

Attest: [Signature]
Title: Corporate Secretary &
Treasurer

STATE OF _____

CITY/COUNTY OF _____

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

(Notarial Seal)

Notary Public in and for said State
My commission expires: _____

STATE OF Wisconsin

CITY/COUNTY OF Racine

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

(Notarial Seal)

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

STATE OF Virginia

CITY/COUNTY OF Henrico

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

(Notarial Seal)

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

VOL 1752 PAGE 642

STATE OF _____

CITY/COUNTY OF _____

Personally came before me the _____ day of _____,
19_____, _____, as _____,
and _____, as _____,
of BEST PRODUCTS CO., INC., a Virginia corporation, to me known
to be the persons who executed the foregoing instrument, and to
me known to be such _____ and

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

(Notarial Seal)

Notary Public in and for said State

My commission expires: _____

STATE OF Wisconsin
CITY/COUNTY OF Eau Claire

Personally came before me the 13th day of May,
1985, Marv Prochara, as Vice-President,
and Warren R. Johnson, as Secretary, of
MENARD, INC., a Wisconsin corporation, to me known to be the
persons who executed the foregoing instrument, and to me known to
be such Vice-President and Secretary

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

(Notarial Seal)

Notary Public in and for said State

Robert W. Corey

My Commission ~~expires~~ is permanent

NM
&B

Nielsen Madsen & Barber

Consulting Civil Engineers

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

March 26, 1985

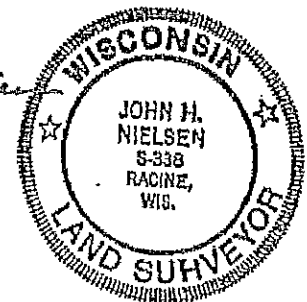
Job No. 85023

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 3, Regency West (Menard's)

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

John H. Nielsen



NM
&B

Nielsen Madsen & Barber

Consulting Civil Engineers

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

REVISED March 26, 1985
February 27, 1985

Job No. 85023

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

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

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

Commence at a point on the East line of said Section.

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



NM
&B

Nielsen Madsen & Barber

Consulting Civil Engineers

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

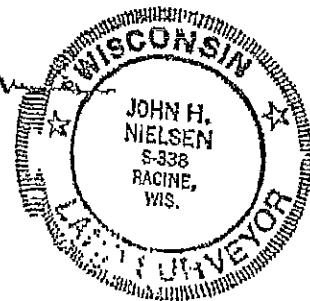
March 26, 1985

Job No. 85023

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

Metes and Bounds of Parcel 1, Regency West

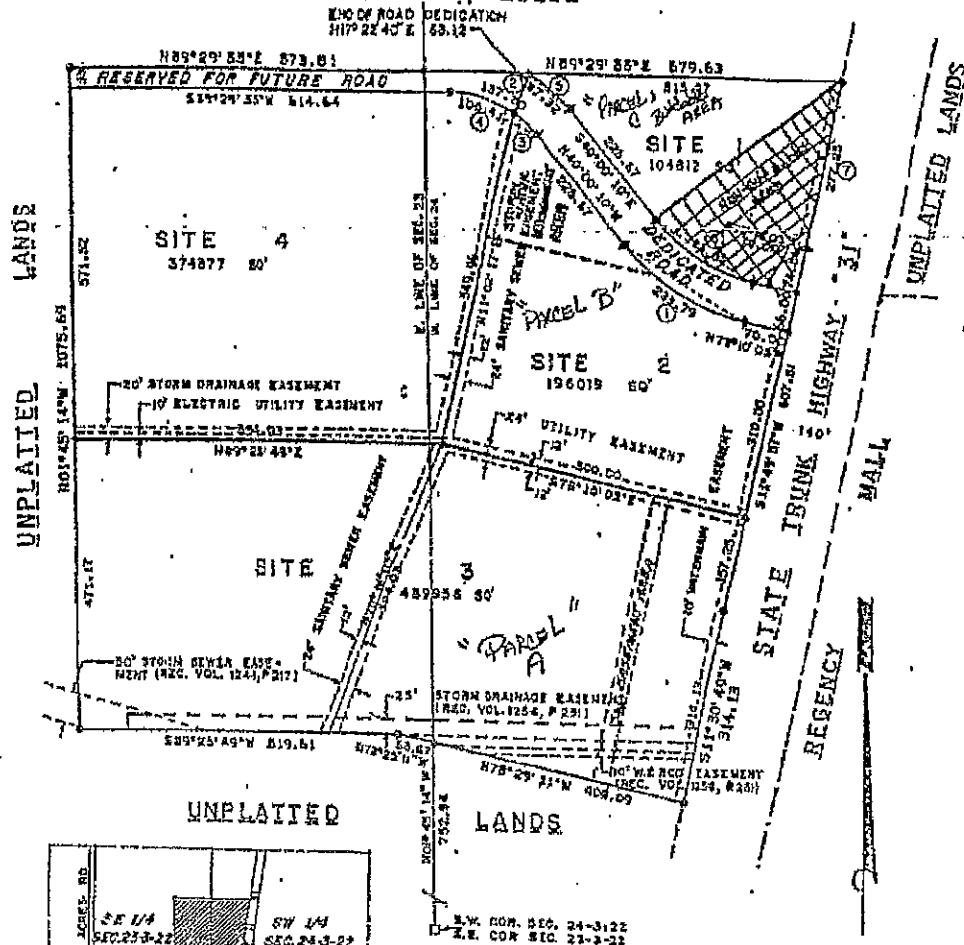
That part of the Southwest $\frac{1}{4}$ of Section 24, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows:
Commence at a point on the East line of said Section 24- Located N01°45'14"W 1839.60 feet from a cast iron highway plate marking the Southwest 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 277.23 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 S12°18'56"W 277.22 feet; thence S11°49'57"W 74.56 feet on the Westerly line of said highway; thence N78°10'09"W 70.00 feet to the point of curvature of a curve of Southwesterly convexity whose radius is 284.98 feet and whose chord bears N59°05'06"W 186.34 feet; thence 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.



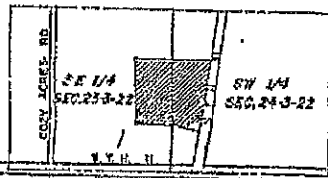
CERTIFIED SURVEY MAP No.

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



UNPLATTED LANDS



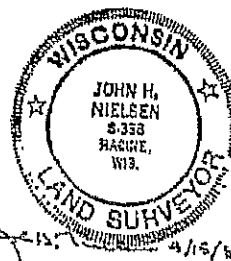
LOCATION MAP
SCALE 1" = 200'

BEARINGS BASE IS GRID NORTH, WISCONSIN
COORDINATE SYSTEM

• DENOTES 1/4" DIA IRON ROD SET
○ DENOTES 1/4" DIA IRON PIPE FOUND

SCALE 1" = 200'

| CURVE DATA | | | | | |
|------------|--------|--------|--------|-------------|-----------|
| CURVE | ARC | RADIUS | LENGTH | CHORD | |
| | | | | BEARING | GEN ANGLE |
| 1 | 233.79 | 350.98 | 229.48 | N89°08'05"W | 36°09'54" |
| 2 | 132.80 | 179.04 | 132.74 | N68°18'01"W | 50°29'54" |
| 3 | 118.29 | 179.04 | 49.84 | N47°54'22"W | 15°48'34" |
| 4 | 108.41 | 179.04 | 108.76 | N73°09'19"W | 34°41'31" |
| 5 | 117.32 | 245.04 | 68.04 | S80°12'44"E | 20°25'07" |
| 6 | 189.84 | 284.84 | 110.33 | S59°05'06"E | 32°09'54" |
| 7 | 177.04 | 164.44 | 177.22 | S12°18'58"W | 00°54'51" |



McGUIRE, WOODS & BATTLE
ROSS BUILDING

RICHMOND, VIRGINIA 23219

TELEPHONE (804) 544-4131

CABLE McWOBAT

TELEX 82-7414

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

137 YDAX STREET
WILLIAMSBURG, VIRGINIA 23185
TELEPHONE (804) 229-2293

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

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

FEDERAL EXPRESS

May 15, 1985

RECEIVED

MAY 16 1985

RACINE COUNTY
CORPORATION COUNSEL

County of Racine
730 Wisconsin Avenue
Racine, Wisconsin 53403

Attention: William Bock, Esquire

Gentlemen:

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

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

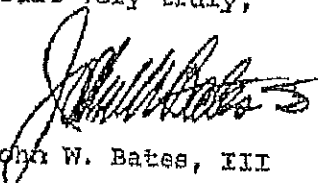
(i) Subparagraphs (i) and (ii) of Section 6.2 may be deleted.

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

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

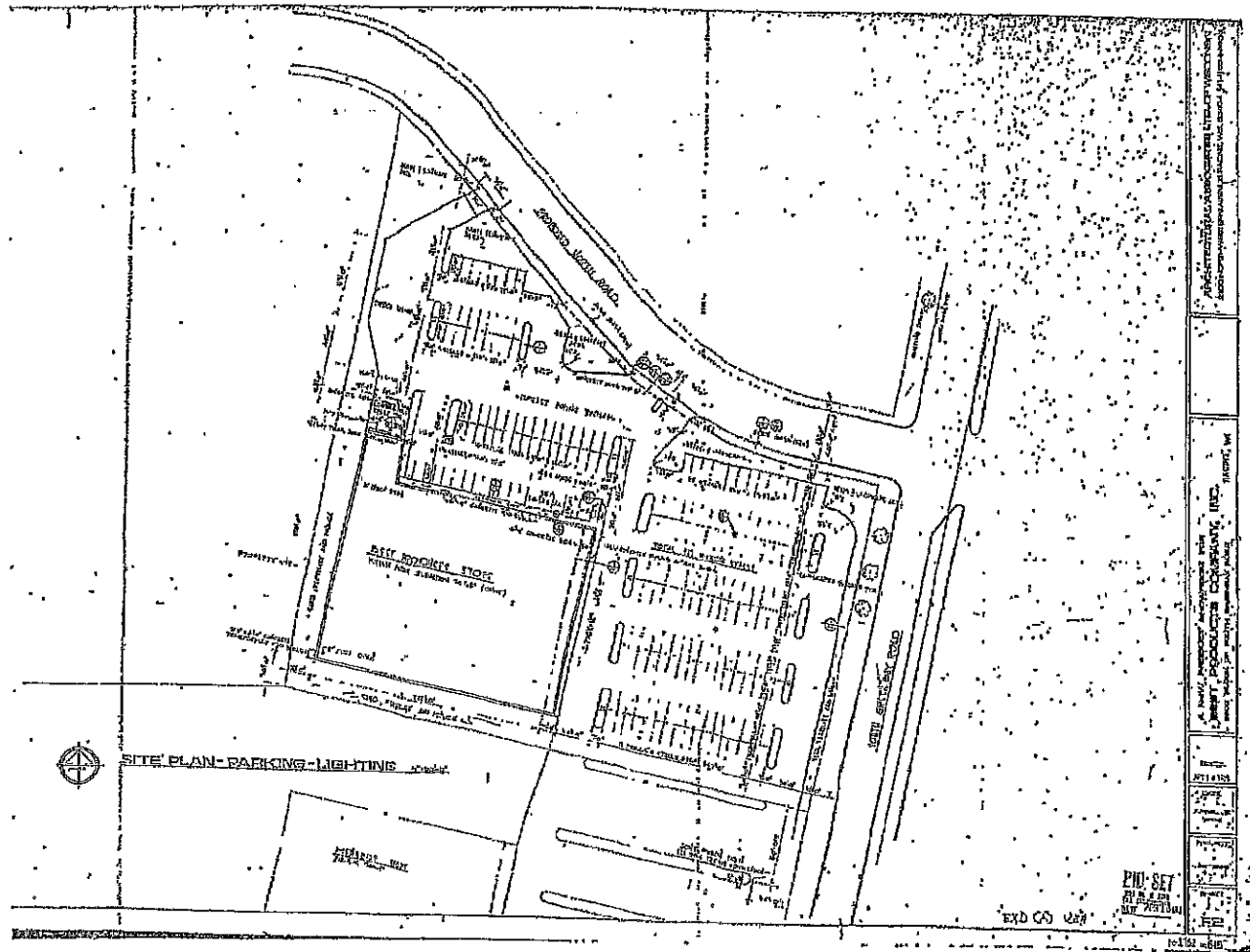
I trust this is the documentation you need. Thank you for your cooperation.

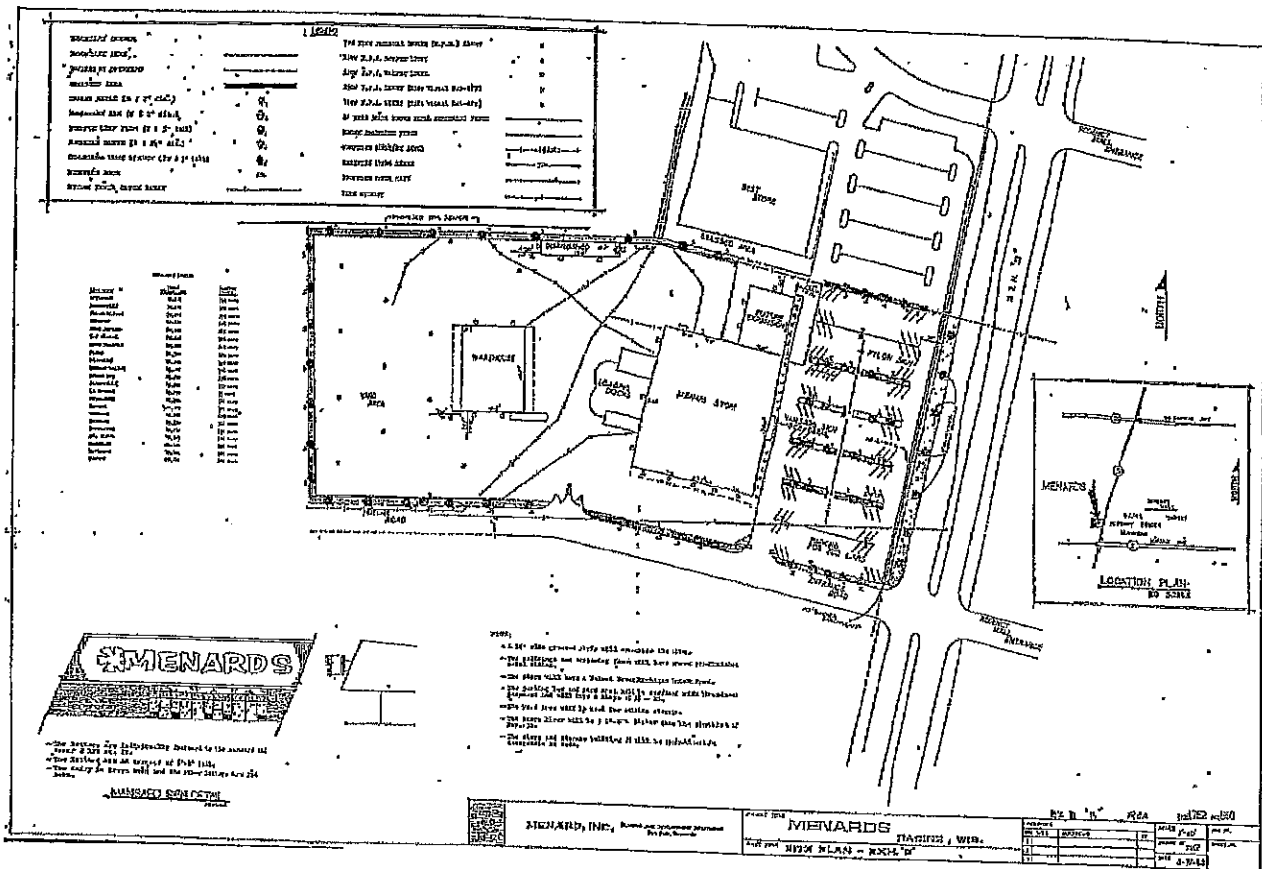
Yours very truly,


John W. Bates, III

JWB, III'omb

VOL 1752 PAGE 648

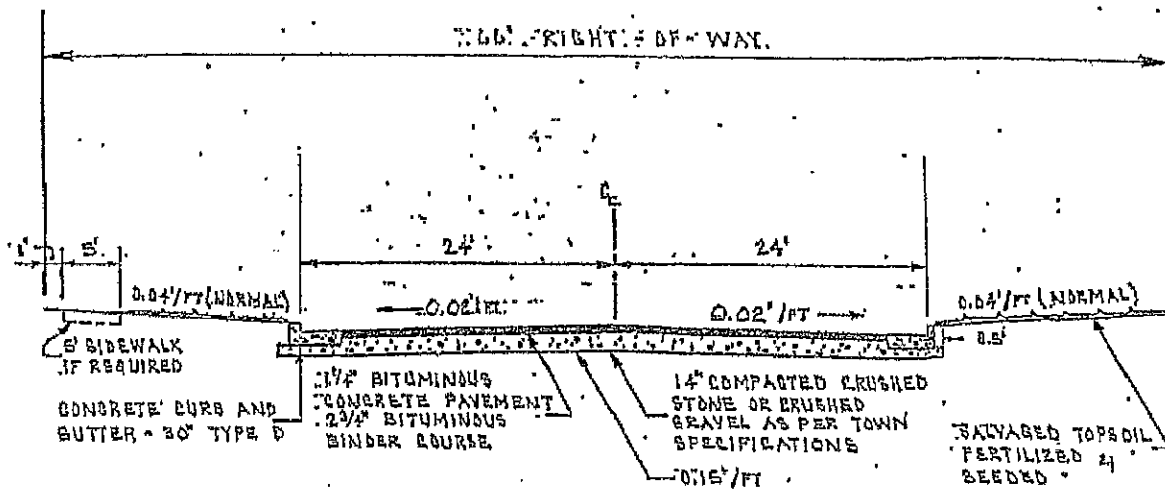




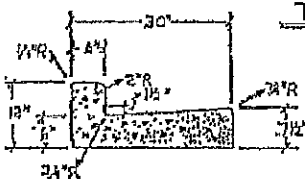
- (1) The work under this contract consists of the construction of approximately 532 feet of roadway and shall be executed under the requirements of the State of Wisconsin, Department of Transportation, Division of Highways, Standard Specifications for Road and Bridge Construction, 1981 Edition.

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

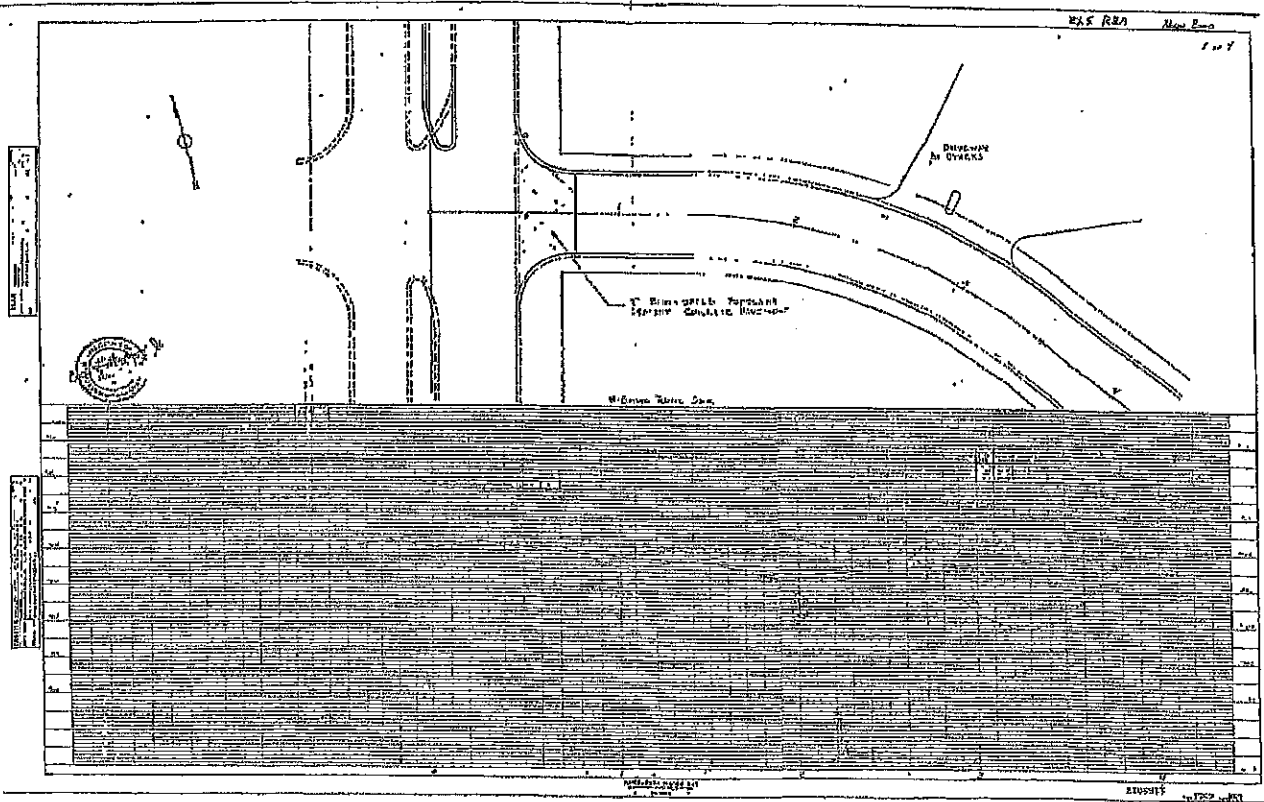
- (2) The project limits as shown on the attached plans shall begin at the west edge of pavement of S.T.H.-31 (approximately STA 0 + 46) and extend westerly 532 feet to STA 5 + 78. The contractor shall grade the site to the west of the project terminus to blend the slope in with the existing topography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

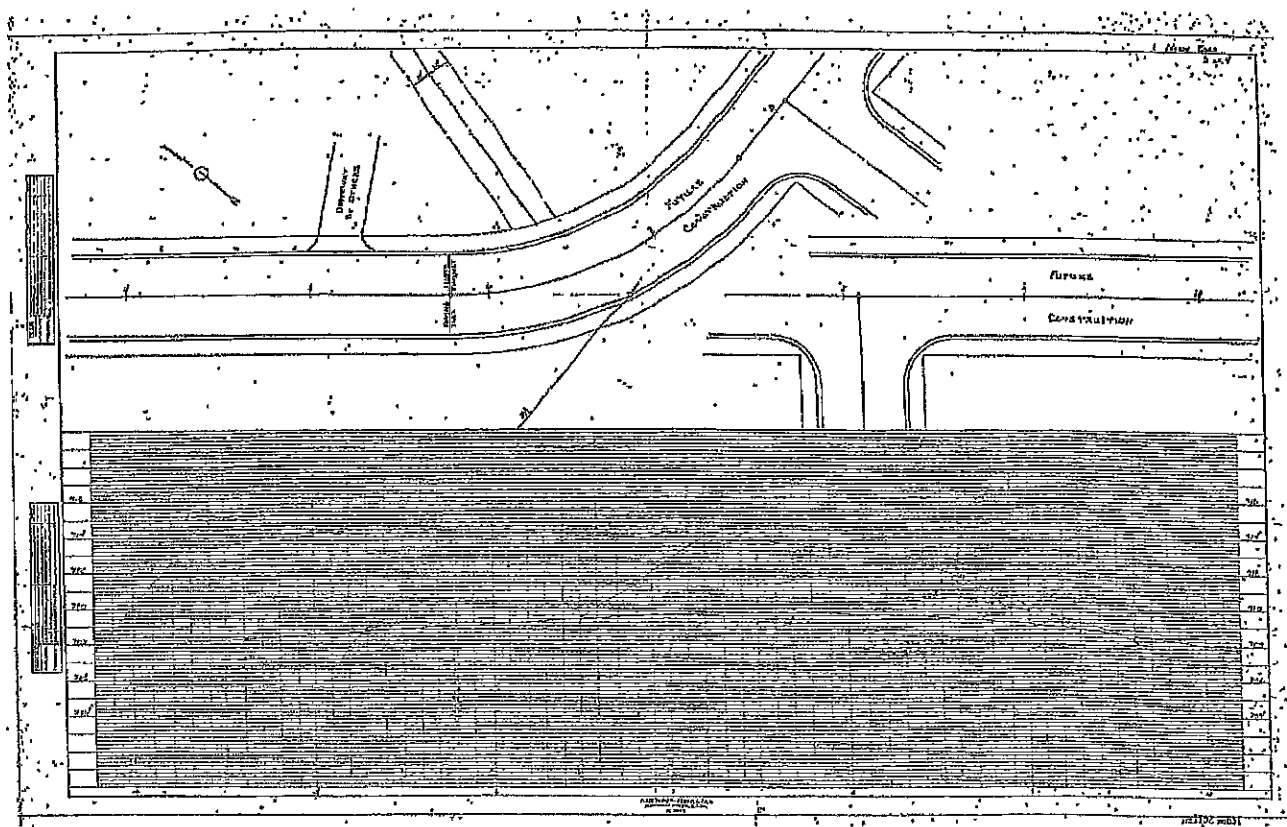


TYPICAL INDUSTRIAL URBAN SECTION - IND-URB



TYPE D
CONCRETE CURB
& GUTTER 30" 1'-2"





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

1196578

AMENDMENT TO
DECLARATION OF EASEMENTS
AND COVENANTS

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

1. AMENDMENT

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

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

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

Register's Office
Racine County, Wis. } SS

Received for Record 13th day of June
A.D. 1986 at 10:20
o'clock A. M. and recorded in Volume 1803
of Records on page 330

DECLARANT: COUNTY OF RACINE, WISCONSIN

BY: Len Ziolkowski, County Executive

William F. Bock
Register of Deeds

VOL 1803 PAGE 330

10.00

Att: Corporation Counsel

Engelhard - County Executive

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

BY: Dennis Kornwolf
Dennis Kornwolf, County Clerk

MENARD, INC.

BY: Mary Proghaska
Mary Proghaska
Title: V.P.

(SEAL)

Attest: _____

Title: _____

BEST PRODUCTS CO., INC.

BY: [Signature]
Title: Vice President, Real Estate

(SEAL)

Attest: [Signature]
Title: Secretary-Treasurer

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

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

STATE OF Wisconsin

CITY/COUNTY OF Eau Claire

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

(Notarial Seal)

Allen F. Joff
Notary Public in and for said State
My Commission expires: 7/2/87

STATE OF Wisconsin

~~CITY~~/COUNTY OF Racine

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

(Notarial Seal)

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

STATE OF Virginia

~~CITY~~/COUNTY OF Henrico

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

(Notarial Seal)

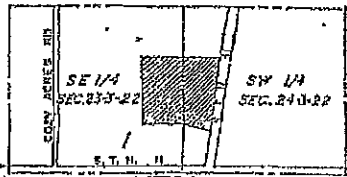
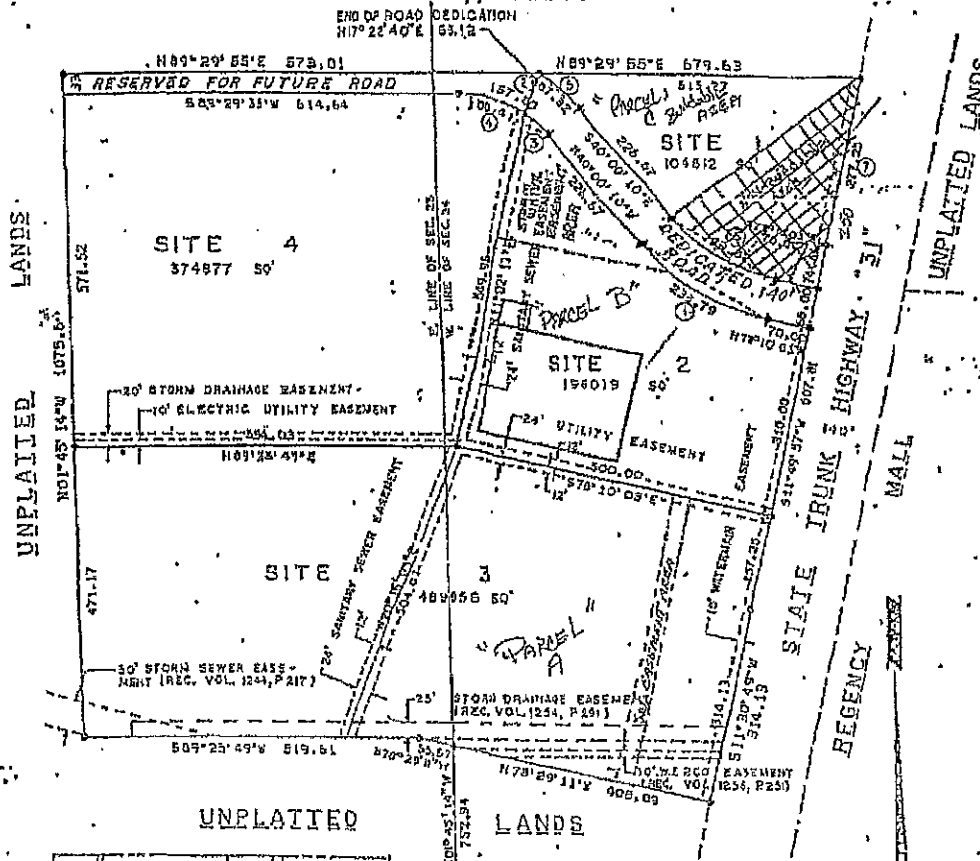
Diana L. Gill
Notary Public in and for said State
My Commission expires: 10/2/88

VOL 1803 PAGE 332

Exhibit "A"

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

UNPLATTED LANDS



LOCATION MAP
 SCALE 1" = 2000'

B.M. COR. SEC. 24-3-22
 C.E. COR. SEC. 23-3-22
 BEARINGS BASE IS GRID NORTH, WISCONSIN
 COORDINATE SYSTEM

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

SCALE 1" = 200'
 0 100 200

| CURVE DATA | | | | | |
|------------|--------|--------|--------|--------------|------------|
| CURVE | ARC | RADIUS | CHORD | | |
| | | | LENGTH | BEARING | CEN. ANGLE |
| 1 | 233.79 | 320.99 | 229.49 | N58°05'06" W | 30°07'54" |
| 2 | 151.82 | 179.03 | 133.24 | N65°15'07" W | 50°25'52" |
| 3 | 49.39 | 179.04 | 49.24 | N47°04'22" W | 15°46'24" |
| 4 | 106.41 | 179.05 | 106.78 | N73°09'19" W | 34°41'21" |
| 5 | 87.22 | 86.06 | 86.06 | S50°12'44" E | 20°25'07" |
| 6 | 183.52 | 284.92 | 178.33 | S59°05'06" E | 36°05'54" |
| 7 | 277.21 | 364.11 | 277.22 | S12°18'56" W | 60°31'21" |

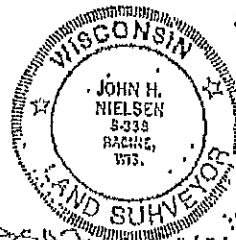


EXHIBIT 1 OF 2

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

1234886

X393

SECOND AMENDMENT TO DECLARATION
OF EASEMENTS AND COVENANTS

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

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

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

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

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

297/8 . 07 10

1200 *

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

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

WITNESS the following signatures.

COUNTY OF RACINE

By: [Signature]
Len Ziolkowski, County Executive

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

By: [Signature]
County Clerk
Dennis Roanbolt

MENARD, INC.

By: [Signature]
Title: Vice President

BEST PRODUCTS CO., INC.

By: [Signature]
Title: Vice President

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

REVIEWED BY FINANCE DIRECTOR
[Signature]
Signature
12/22/86
Date

STATE OF Wisconsin
CITY/COUNTY OF Racine

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

My commission expires:

10/4/87

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

STATE OF Wisconsin
CITY/COUNTY OF Racine

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

My commission expires:

10/4/87

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

STATE OF Wisconsin
CITY/COUNTY OF Racine

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

My commission expires:

8-27-89

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

STATE OF VIRGINIA

CITY/COUNTY OF Henrico

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

My commission expires:

March 20, 1987

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

Wisconsin
STATE OF VIRGINIA

CITY/COUNTY OF Eau Claire

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

My commission expires:

7/2/89

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

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

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

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

John M. Schutt
10. Register of Deeds

McDONALD'S CORPORATION,
a Delaware corporation

By: Seymour Greenman
Title: Vice President

HIGHLAND SUPERSTORES, INC.,
a Michigan corporation

By: [Signature]
Title: [Signature]

STATE OF ~~MISSISSIPPI~~ ILLINOIS

~~STATE~~/COUNTY OF COOK

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

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

My commission expires:

November 25, 1989

STATE OF ~~VIRGINIA~~ MICHIGAN unc

~~STATE~~/COUNTY OF WAYNE unc

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

Margaret E. Carter
Notary Public in and of said state

My commission expires:

Nov. 16, 1987

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

1209320

After Recording, Return To:

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

Register's Office
Racine County, Wis. } SS
Received for Record 23rd day of October A.D. 19 86 at 3:49
o'clock P. M. and recorded in Volume 1827
of Records on page 183-186
John M. Schuttner
Register of Deeds

RESTRICTIVE COVENANT
(Corporation or Partnership)

10.00

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

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

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

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

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

GRANTOR: RACINE COUNTY, WISCONSIN WITNESSES:

[Signature]
[Signature]
Robert Foran

Attest: _____

STATE OF WISCONSIN
COUNTY OF RACINE

REVIEWED BY FINANCE DIRECTOR

[Signature]

Signature
Date 10/14/86

AFFIDAVIT OF OWNERSHIP
(By Officer or Partner)

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

Date 10/14/86
Certified to be correct as to form.
By *[Signature]*
Racine County Corporation Counsel

Vol. 1827 PAGE 183

28490

Landmark

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

William E. Back
Affiant

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

Linda P. Calder
Notary Public

My commission expires 10-4-87

(PLEASE ATTACH EXHIBITS A AND B)

ACKNOWLEDGMENT CERTIFICATE

STATE OF WISCONSIN

COUNTY OF RACINE

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

Linda P. Calder
Notary Public

My commission expires 10-4-87

EXHIBIT "A"

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

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

EXHIBIT "B"

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

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

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

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

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

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

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

EASEMENT, MAINTENANCE AND RECAPTURE AGREEMENT

1209322

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

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

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

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

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

1. INGRESS AND EGRESS EASEMENT

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

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

2. CONSTRUCTION OF ROADWAY

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

3. MAINTENANCE

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

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

Therese M. Schuttler 19/6
Register of Deeds

28491

Landmark

VOL 1827 PAGE 189

4. USE OF EASEMENT AREAS

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

5. ADDITIONS TO DOMINANT TENAMENT

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

6. WARRANTIES OF TITLE

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

7. RUNNING OF BENEFITS

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

8. ATTORNEY'S FEES AND COSTS

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

9. CONSTRUCTION

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

10. NOTICE

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

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

RACINE COUNTY, WISCONSIN

By: [Signature]

ATTEST:

By: _____

WITNESS:

McDONALD'S CORPORATION

By: [Signature]
Vice President

ATTEST:

By: [Signature]
Assistant Secretary

WITNESS:

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

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

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

REVIEWED BY FINANCE DIRECTOR
[Signature]
Signature
10/17/86
Date

McDONALD'S
(ACKNOWLEDGMENT)

STATE OF ILLINOIS
COUNTY OF COOK

SS:

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

Given under my hand and notarial seal, this 2nd day of October, 1986.

Cathy A. Jama
Notary Public

My commission expires 11/25/89.

(ACKNOWLEDGMENT - INDIVIDUAL)

STATE OF WISCONSIN
COUNTY OF RACINE

SS:

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

Given under my hand and notarial seal, this 23rd day of October, 1986.

Linda P. Callender
Notary Public

My commission expires 10-4-87.

(ACKNOWLEDGMENT - CORPORATE)

STATE OF
COUNTY OF

SS:

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

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

Notary Public

My commission expires _____.

DESCRIPTION OF PARCEL 1 (SHOWN SITE):
 PART OF SITE 1 OF CERTIFIED SURVEY MAP NO. 1073, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 24, T3N, R23E, TOWN OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN, SHOWN AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24; THENCE N1°-49'-14"W, 752.94 FEET ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 24 TO THE SOUTH LINE OF CERTIFIED SURVEY MAP NO. 1073; THENCE S78°-29'-11"E, 408.09 FEET ALONG SAID SOUTH LINE TO THE WEST RIGHT OF WAY LINE OF S.T.R. "31"; THENCE N11°-30'-49"E, 314.13 FEET ALONG SAID WEST LINE; THENCE N11°-49'-57"E, 533.25 FEET ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF SITE 1 OF CERTIFIED SURVEY MAP NO. 1073 AND THE POINT OF BEGINNING; THENCE N78°-10'-03"W, 70.00 FEET ALONG THE NORTH RIGHT OF WAY LINE OF REGENCY WEST DRIVE TO THE BEGINNING OF A CURVE; THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 284.98 FEET ON A CHORD WHICH BEARS N65°-58'-20"W AND IS 120.40 FEET IN LENGTH; THENCE N12°-12'-40"E, 260.26 FEET; THENCE S80°-01'-50"E, 187.50 FEET TO THE WEST RIGHT OF WAY LINE OF S.T.R. "31"; THENCE ALONG THE ARC OF A CURVE OF SAID WEST LINE HAVING A RADIUS OF 16,440.22 FEET ALONG A CHORD WHICH BEARS S12°-12'-39.7"W AND IS 217.22 FEET IN LENGTH TO THE TERMINATION OF SAID CURVE; THENCE S11°-49'-57"W, 74.56 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 33,080 SQUARE FEET MORE OR LESS, 1.219 ACRES ±.

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

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

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

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

DESCRIPTION OF PARCEL 2-B (INGRESS & EGRESS TO MAIN SITE):
 PART OF SITE 1 OF CERTIFIED SURVEY MAP NO. 1073, LOCATED IN THE SOUTHWEST ¼ OF SECTION 24,
 T3N, R22E, TOWN OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS
 FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24; THENCE N1°-45'-14"W, 752.94
 FEET ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF SECTION 24 TO THE SOUTH LINE OF CERTIFIED
 SURVEY MAP NO. 1073; THENCE S78°-29'-11"E, 408.09 FEET ALONG SAID SOUTH LINE TO THE WEST
 RIGHT OF WAY LINE OF S.T.E. "31"; THENCE N11°-30'-49"E, 314.13 FEET ALONG SAID WEST LINE;
 THENCE N11°-49'-57"E, 533.25 FEET ALONG SAID WEST LINE; THENCE N78°-10'-03"W, 70.00 FEET
 ALONG THE NORTH RIGHT OF WAY LINE OF REGENCY WEST DRIVE TO THE BEGINNING OF A CURVE;
 THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 284.98 FEET ON A CHORD WHICH BEARS
 N65°-58'-20.5"W AND IS 120.40 FEET IN LENGTH TO THE POINT OF BEGINNING; THENCE CONTINUING
 ALONG SAID CURVE ON A CHORD WHICH BEARS N51°-49'-14"W AND IS 19.46 FEET IN LENGTH; THENCE
 N12°-12'-40"E, 251.05 FEET; THENCE S80°-01'-50"E, 17.51 FEET; THENCE S12°-12'-40"W,
 260.26 FEET TO THE POINT OF BEGINNING.

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

DESCRIPTION OF PARCEL 2-A (INCRESS & BURNS OVER MAIN SITE):
 PART OF SITE 1 OF CERTIFIED SURVEY MAP NO. 1073, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 24,
 13N, R22E, TOWN OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS
 FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24; THENCE N1°-45'-14"W, 752.94
 FEET ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 24 TO THE SOUTH LINE OF CERTIFIED
 SURVEY MAP NO. 1073; THENCE S78°-29'-11"E, 408.09 FEET ALONG SAID SOUTH LINE TO THE WEST
 RIGHT OF WAY LINE OF S.T.R. "31"; THENCE S11°-30'-49"E, 314.13 FEET ALONG SAID WEST LINE;
 THENCE N11°-49'-37"E, 533.29 FEET ALONG SAID WEST LINE; THENCE S78°-10'-03"W, 70.00 FEET
 ALONG THE NORTH RIGHT OF WAY LINE OF REGENCY WEST DRIVE TO THE BEGINNING OF A CURVE;
 THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 284.98 FEET ON A CHORD WHICH BEARS
 N65°-58'-20.3"W AND IS 120.40 FEET IN LENGTH TO THE POINT OF BEGINNING; THENCE
 N12°-12'-40"E, 260.26 FEET; THENCE S80°-01'-50"E, 17.91 FEET; THENCE S12°-12'-40"W,
 268.05 FEET TO THE NORTH RIGHT OF WAY LINE OF REGENCY WEST DRIVE; THENCE ALONG THE ARC OF
 A CURVE OF SAID NORTH LINE HAVING A RADIUS OF 284.98 FEET ON A CHORD WHICH BEARS
 N55°-40'-32"W AND IS 18.88 FEET IN LENGTH TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 4622 SQUARE FEET MORE OR LESS, 0.106 ACRES ±.

THIS DOCUMENT PREPARED BY/
AFTER RECORDING RETURN TO:

Arnold Weinberg
Much Shellist
191 North Wacker Drive, Suite 1800
Chicago, Illinois 60606
(312) 521-2681

MS File No. 0011976.0006

Document #: **2429476**

Date: 03-03-2016 Time: 02:39:18 PM Pages: 6

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Chicago Title Company - SPS Wisconsin

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies
this document has been electronically
recorded and returned to Chicago Title Company - SPS Wisconsin

This Space reserved for Recorder.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is made as of the 2nd day of February, 2016, by and between **MARC RACINE LLC**, an Illinois limited liability company ("Marc"), and **BMC RACINE LLC**, an Illinois limited liability company ("BMC").

RECITALS:

A. Marc and BMC each individually own a tenant in common interest in certain property commonly known as the Regency Point Shopping Center, Racine, Wisconsin, as legally described as Exhibit A attached hereto and incorporated by reference (the "**Property**").

B. Marc and BMC have entered into a certain Limited Co-Ownership Agreement dated even date herewith with respect to the Property (the "**LCOA**").

C. The parties hereto desire to provide notice of the LCOA to third parties by recording this Memorandum.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each party hereto agrees that the ownership of its tenant in common interest in the Property shall be subject to the terms and provisions of the LCOA.

This Memorandum may be executed in multiple counterparts each of which will be deemed an original but together will constitute one instrument.

[SIGNATURE PAGES TO MEMORANDUM OF AGREEMENT FOLLOW.]

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Agreement under seal as of the day and year first above written.

MARC RACINE LLC, an Illinois limited liability company

By: Gerald L. Nudo
Print Name: Gerald L. Nudo
Title: Manager

By: Laurence H. Weiner
Print Name: Laurence H. Weiner
Title: Manager

BMC RACINE LLC, an Illinois limited liability company

By: BMC Advisors LLC, an Illinois limited liability company
Its: Manager

By: _____
Name: Scott Inbinder
Its: Manager

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Agreement under seal as of the day and year first above written.

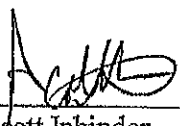
MARC RACINE LLC, an Illinois limited liability company

By: _____
Print Name: Gerald L. Nudo
Title: Manager

By: _____
Print Name: Laurence H. Weiner
Title: Manager

BMC RACINE LLC, an Illinois limited liability company

By: BMC Advisors LLC, an Illinois limited liability company
Its: Manager

By:  _____
Name: Scott Inbinder
Its: Manager

STATE OF ILLINOIS)
)
COUNTY OF COOK)

BEFORE ME, a notary public, in and for said County and State, appeared Gerald L. Nudo and Laurence H. Weiner, the Managers of MARC RACINE LLC, an Illinois limited liability company, who acknowledged that they, being duly authorized, did execute the foregoing instrument for the purposes therein contained and that the same is the free act and deed of said limited liability company, and their free act and deed, both individually and as such Managers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago, IL as of the 29 day of February, 2016.



[SEAL]

Marie O. Jackimowicz
Notary Public

My commission expires: 7-23-2018

STATE OF ILLINOIS)
)
COUNTY OF COOK)

BEFORE ME, a notary public, in and for said County and State, appeared Scott Inbinder, a Manager of BMC Advisors LLC, Manager of BMC RACINE LLC, an Illinois limited liability company, who acknowledged that he, being duly authorized, did execute the foregoing instrument for the purposes therein contained and that the same is the free act and deed of said limited liability company, and their free act and deed, both individually and as such Manager.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____ as of the _____ day of February, 2016.

Notary Public

[SEAL]

My commission expires: _____

STATE OF ILLINOIS)

COUNTY OF COOK)

BEFORE ME, a notary public, in and for said County and State, appeared Gerald L. Nudo and Laurence H. Weiner, the Managers of MARC RACINE LLC, an Illinois limited liability company, who acknowledged that they, being duly authorized, did execute the foregoing instrument for the purposes therein contained and that the same is the free act and deed of said limited liability company, and their free act and deed, both individually and as such Managers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____ as of the _____ day of February, 2016.

Notary Public

[SEAL]

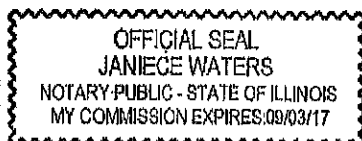
My commission expires: _____

STATE OF ILLINOIS)

COUNTY OF COOK)

BEFORE ME, a notary public, in and for said County and State, appeared Scott Inbinder, a Manager of BMC Advisors LLC, Manager of BMC RACINE LLC, an Illinois limited liability company, who acknowledged that he, being duly authorized, did execute the foregoing instrument for the purposes therein contained and that the same is the free act and deed of said limited liability company, and their free act and deed, both individually and as such Manager.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago, Illinois as of the 26 day of February, 2016.



Janiece Waters

Notary Public

My commission expires: 9/3/17

EXHIBIT A

Legal Description

Parcel 1 of Certified Survey Map No. 1255, recorded August 4, 1987 in Volume 3 of Certified Survey Maps, pages 652-657, as Document No. 1236698, being 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, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin.

EXCEPTING THEREFROM those lands conveyed by Quit Claim Deed recorded as Document No. 1273582.

Tax Key No: 276-00-00-23901-000

Address: 2308 S. Green Bay Road, Racine, Wisconsin

DOCUMENT #

1494647

MEMORANDUM OF LEASE

REGISTRAR'S OFFICE
RACINE COUNTY, WI

RECORDED

95 MAR 13 PM 1:17

MARK A. LADD
REGISTER OF DEEDS

THIS MEMORANDUM OF LEASE, made and entered into as of this 8th day of February, 1995 by and between R.O. ASSOCIATES, a Wisconsin limited partnership (the "Landlord"), and THE TJX COMPANIES, INC., a Delaware corporation, (the "Tenant"), provides:

1. Lease. The provisions set forth in a written lease between the parties hereto dated December 30, 1994 (the "Lease") are hereby incorporated by reference in this Memorandum.

2. Demised Premises. The Demised Premises are more particularly described as follows:

The Demised Premises consist of a one-story building containing approximately twenty seven thousand (27,000) square feet of floor area having a frontage and width of one hundred fifty (150) feet and other dimensions as shown and labeled Area A on the plan attached to the Lease. The Demised Premises are a portion of the Shopping Center land more particularly described in Schedule A attached hereto as a part hereof. In addition, the Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading area and trash storage area.

3. Term and Option to Extend Term. The original term of the Lease shall be the period of ten (10) years and a fraction of month commencing on the Commencement Date (as described below) and terminating on the last day of the month during which the tenth (10th) anniversary of the Commencement Date shall occur, except, however, that if the Commencement Date shall be a first day of a calendar month then the original term of this lease shall be the period of ten (10) years commencing on the Commencement Date and terminating on the tenth (10th) anniversary thereof.

Tenant shall have the right, at its election, to extend the term of the Lease three extension periods of five (5) years each, each commencing upon the expiration of the original term, or the original term as thus previously extended. In addition, Tenant shall have the right, at its election, to extend the original term, or the original term as it may have been previously extended as aforesaid, an extension period of a fraction of a year ending upon the January 31st next following the expiration of the original term, or the original term as previously extended, as the case may be. Such extension shall be granted upon the terms and conditions set forth in the Lease.

4. The "Commencement Date" shall be the first day after the later to occur of the following dates:

~~(1) the sixtieth (60th) day after delivery of possession by Landlord and the receipt by Tenant of notice thereof from Landlord; and~~

~~(2) the sixtieth (60th) day after Landlord shall have delivered to Tenant all of the fully executed and acknowledged instruments referred to in Paragraph 8 of Schedule B to this lease; and~~

~~(3) April 1, 1995~~

Notwithstanding anything in the Lease contained to the contrary, if the Demised Premises shall be formally opened for business with customers prior to the Commencement Date determined as above provided, such date of formal opening shall be the Commencement Date.

THIS INSTRUMENT WAS PREPARED BY:

Bruce P. Ramin

VOL 3, PAGE

2433

501-505

AFTER RECORDING THIS INSTRUMENT
SHOULD BE RETURNED TO:

Victor A. Koznis
1509 North Prospect Avenue
Milwaukee, WI 53202
(414) 224-0600

5. Addresses.

Landlord:

c/o Redmond Development
W 228 N 727 Westmound Road
Waukesha, Wisconsin 53186
Attention: Mark Redmond

Tenant:

The TJX Companies, Inc.
Post Office Box 9123
770 Cochituate Road
Framingham, Massachusetts 01701
Attn: Vice President
Real Estate

6. The Lease contains certain restrictions upon the remainder of the Shopping Center property described in Schedule A, as set forth in Schedule B of the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum pursuant to due authorization.

WITNESSES:

LANDLORD:

R.O. Associates, a Wisconsin limited partnership.

By: 

Thomas J. Redmond, General

By: *Mark D. Redmond AUTHORIZED AGENT*

By: 

Redmond Development
Corporation, General Partner, by
Mark D. Redmond, its Secretary

WITNESSES:

TENANT:

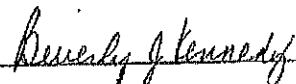
THE TJX COMPANIES, INC.,
a Delaware corporation

By: 

Jay H. Meltzer
Senior Vice President
and Secretary

By: 

Steven R. Wishner
Vice President Finance-
Treasurer

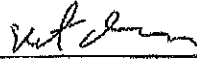




LANDLORD'S ACKNOWLEDGMENT

STATE OF)
CITY/COUNTY OF) SS.

The foregoing instrument was acknowledged before me this
28 day of Feb, 1977 by Mark Paulson and
Mark Paulson on behalf of Paulson Investment Corporation



Notary Public
My Commission Expires: 11/1/1980

TENANT'S ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF MIDDLESEX) SS.

The foregoing instrument was acknowledged before me this 14th
day of Feb, 1977 by Jay H. Meltzer and Steven Wishner, Senior Vice President
and Secretary and Vice President, Finance - Treasurer, respectively, of THE TJX
COMPANIES, INC., on behalf of the corporation.



Notary Public SEP 29 2000
My Commission Expires:

SCHEDULE A

The Demised Premises consist of part of a one-story building, which the parties conclusively agree, for all purposes under this Lease, contain twenty seven thousand (27,000) square feet of floor area having a frontage and width of one hundred fifty (150) feet and other dimension as shown upon the plan attached hereto ("the Lease Plan"), and are a portion of the premises within the Shopping Center referred to hereinbelow labeled Area A on the Lease Plan. No change shall be made to any area within the Critical Area in the Lease Plan without Tenant's consent, in its sole discretion. No change shall be made outside the Critical Area which would adversely affect Tenant's access or visibility, in other than a de minimus manner. In addition, Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading dock and trash storage area for Tenant's delivery and removal activities and for Tenant's compactor, dumpster and/or trash receptacles. Landlord agrees that the name of the Shopping Center shall not contain the trade name of any business operated in the Shopping Center.

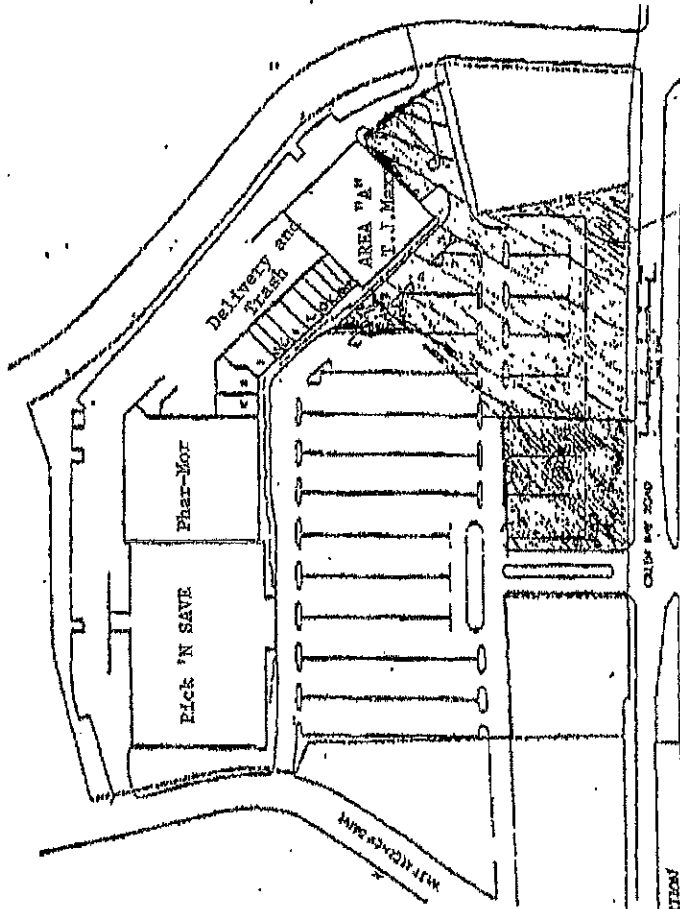
The Demised Premises are situated within the so-called Regency Point Shopping Center, constructed by Landlord as herein provided, at the northwest corner of the intersection of Regency Drive and Greenbay Road (herein collectively referred to as "the Main Streets") in Racine, Wisconsin. The Shopping Center is the land, together with the buildings and other structures from time to time thereon, shown on the Lease Plan, and is more particularly described as follows:

(legal description)

PARCEL 1: Parcel 1 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. 1236598, 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, State of Wisconsin.

Tax Statement: 23901

EXHIBIT 'A'



REGENCY POINT SHOPPING CENTER
RAVINE, WISCONSIN

| Parcel | Street | Leasage Information | Area | Sq. Ft. |
|--------|--------|---------------------|--------|---------|
| 2300A | | FR. HENCKS DR. | 17.2 | 1,272 |
| 2300B | | INARREST | 17.34 | 1,263 |
| 2300C | | 1st. Bldg. 500 | 20.8 | 1,407 |
| 2300D | | MURKIN'S | 22.0 | 1,540 |
| 2300E | | PROCEDE | 21.8 | 1,531 |
| 2300F | | ROSMART | 24.0 | 1,728 |
| 2300G | | PIZZA HUT | 21.3 | 1,493 |
| 2300H | | HT. FRANCHISE | 18.01 | 1,285 |
| 2300I | | GOLF OUTLET | 44.22 | 3,131 |
| 2300J | | 400 BOUTIQUE | 43.0 | 3,015 |
| 2300K | | ANA | 25.7 | 1,858 |
| 2300L | | ASSISTANT | 27.000 | 1,920 |
| 2300M | | PHARMACY | 42.838 | 3,058 |
| 2300N | | PHARMACY | 22.185 | 1,585 |

NOTE: All addresses are on S. Racine Bay Rd., Racine, WI 53406



VOL PAGE
3525 826-830

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2002 OCT -1 AM 11:10

MARK A. LADD
REGISTER OF DEEDS

After Recording, Return to:

Katherine Sloss, Esq.
Bed Bath & Beyond Inc.
650 Liberty Avenue
Union, New Jersey 07083

(The Above Space for Recorder's Use Only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made as of July 23, 2002 by and between R-O ASSOCIATES OF RACINE LIMITED PARTNERSHIP, a Wisconsin limited partnership, having an office at W228 N. 745 Westmount Drive, Waukesha, WI 53186 ("**Landlord**"), and BED BATH & BEYOND INC., a New York corporation, having an office at 650 Liberty Avenue, Union, New Jersey 07083 ("**Tenant**").

Preliminary Statement

Landlord is the fee owner of certain real property located in the County of Racine, State of Wisconsin, as more particularly described on Exhibit A hereto annexed, together with improvements constructed or to be constructed thereon (the "**Shopping Center**"). Landlord and Tenant, as of the date hereof, have entered into a lease (the "**Lease**") demising a portion of the Shopping Center as more particularly described therein (the "**Premises**") to Tenant. In connection therewith, Landlord and Tenant have entered into this Memorandum to confirm the demise of the Premises and to provide notice to any interested party of such demise and of the terms and provisions of the Lease.

NOW, THEREFORE, the parties state as follows:

1. All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Lease.
2. The terms and conditions of the Lease are incorporated herein as though set forth in full, whereby Tenant may have and hold the Premises together with any and all rights, benefits, privileges and easements, now or hereafter appurtenant thereto, at the rental and upon the terms and conditions therein stated, for an initial term of approximately ten (10) years commencing on the Rent Commencement Date (the "**Initial Term**"). Under the terms of the Lease, Tenant has the right to extend the Initial Term for five (5) separate and additional periods of five (5) years each after the expiration of the Initial Term.
3. This Memorandum of Lease is executed for the purpose of recordation in order to give notice of all of the terms, provisions and conditions of the Lease, including, without limitation:

(i) that, subject to certain exceptions more particularly set forth in the Lease, Landlord shall not lease, rent or occupy or permit any other premises in the Shopping Center or on any "Related Land" (defined in the Lease) to be occupied, whether by a tenant, sublessee, assignee, licensee or other occupant or itself, for the sale, rental or distribution, either singly or in any combination, of items contained in any of the following respective categories of merchandise: (a) linens and domestics; (b) bathroom items; (c) housewares; (d) frames and wall art; (e) window treatments; and/or (f) closet, shelving and storage items;

(ii) the restrictions set forth therein on Landlord's ability to lease certain portions of the Shopping Center for certain uses which are otherwise prohibited by the terms of the Lease;

(iii) provisions set forth therein regarding Tenant's right to install and maintain signage upon the exterior of the Premises and upon a pylon and/or monument sign located at the Shopping Center;

(iv) provisions set forth therein regarding Tenant's right to use (and to permit Tenant's customers, employees, agents and contractors to use) certain common areas of the Shopping Center (such as, without limitation, the parking facilities of the Shopping Center); and

(v) provisions set forth therein regarding certain areas in the Shopping Center in which no improvements are to be constructed) and is not intended, and shall not be construed, to define, limit or modify the Lease.

4. In addition to those terms hereinabove set forth, the Lease contains numerous other terms, covenants and conditions which likewise affect not only the Premises but also the Shopping Center, and notice is hereby given that reference should be had to the Lease directly with respect to the details of such terms, covenants and conditions. The Lease and exhibits thereto are hereby incorporated by reference in this Memorandum of Lease and the parties hereby ratify and confirm the Lease as if said Lease were being re-executed by them and recorded. In the event of any conflict between the provisions of this Instrument and the Lease, the provisions of the Lease shall control.

[SIGNATURES ON FOLLOWING PAGE]

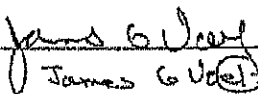
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

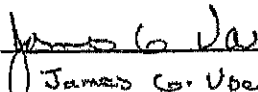
WITNESS:


R-O ASSOCIATES OF RACINE LIMITED
PARTNERSHIP, a Wisconsin limited partnership

By: Redmond Development Corporation,
general partner


James G. Veltz

By: 
Mark D. Redmond, Secretary


James G. Veltz

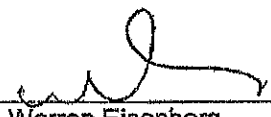
By: 
Thomas J. Redmond, General Partner

TENANT:

ATTEST:


BED BATH & BEYOND INC.,
a New York corporation


Allen M. Freeman
Assistant Secretary

By: 
Warren Eisenberg
Co-Chief Executive Officer

STATE OF NEW JERSEY)
) : ss.
COUNTY OF UNION)

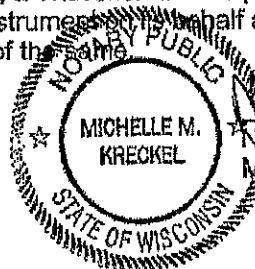
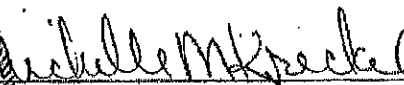
On this 2nd day of July, 2002, before me personally came Warren Eisenberg to me know, who being by me duly sworn, did depose and say that he is the Co-Chief Executive Officer of Bed Bath & Beyond Inc., the corporation described in and which executed the above instrument and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public
ARLENE WAGNER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 19, 2005

My Commission Expires:

STATE OF WISCONSIN)
) ss
WAUKESHA COUNTY)

Personally came before me this 22 day of July 2002 the above-named Thomas J. Redmond, an officer or an authorized representative of Redmond Development Corporation, and Mark D. Redmond, both as general partners of R-O ASSOCIATES OF RACINE LIMITED PARTNERSHIP, a Wisconsin limited partnership, to me known to be the persons who executed the foregoing instrument on their behalf and acknowledge understanding of the contents and legal consequences of the same.



Notary Public, State of Wisconsin
My Commission: 6/15/03

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3525 880

EXHIBIT A

Legal Description of the Shopping Center

PARCEL I: Parcel 1 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 City of Racine, County of Racine, State of Wisconsin.

PARCEL II: Easement for Ingress and egress for the benefit of Parcel I as disclosed in Easement, Maintenance and Recapture Agreement entered into by and between Racine County, Wisconsin and McDonald's Corporation, a Delaware corporation, dated October 2, 1986 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on October 23, 1986 in Volume 1827 of Records, at page 189, as Document No. 1209322. Said land being in the City of Racine, County of Racine, State of Wisconsin.

11/25/02 MON 11:02 FAX 262 636 3881

VOL PAGE

002

3602 491-496



1867810

Document Number

AFFIDAVIT OF CORRECTION

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2002 DEC -6 PM 3:52

HARRY A. LADD
REGISTER OF DEEDS

Type or print CLEARLY using BLACK Ink.

AFFIANT, Katherine Sloss
Bed Bath and Beyond Inc

hereby swears or affirms that a certain document which was titled as follows:

Memorandum of Lease (type of document), recorded

on the 1st day of October, 2002

(year) in volume 3525, page 826-830

as document number 1852883

and was recorded in Racine

County, State of Wisconsin, contained the following error

(If more space is needed, please attach addendum):

Parcel ID number was missing. Correct ID
number is Tax Key No 23901

AFFIANT makes this Affidavit for the purpose of correcting the above document as follows (If more space is needed, please attach addendum):

Return to:

Katherine Sloss, Esq.
Bed Bath & Beyond Inc.
650 Liberty Ave
Union, New Jersey 07083

Parcel Identification Number (PIN)

AFFIANT is the (check one):

- ☒ Drafter of the document being corrected
☐ Owner of the property described in the document being corrected
☒ Other (Explain: Parcel ID Number missing)

The original document (in part or whole) ☒ is ☐ is not attached to this Affidavit (If original document is not attached, please attach legal description and names of grantors and grantees).

Dated: 11/25/02

Signed:

Katherine Sloss

New Jersey
STATE OF WISCONSIN, County of Union

Signed and sworn to before me on Nov. 25, 2002
by the above-named person(s).

Signature of Notary or other person authorized to administer an oath on
per 300.706, 706.07

Print or type name:

Angela M. Leary

Title:

Notary Public

Date Commission expires:

July 9, 2007

This instrument ☐ is ☒ is not (check one) a conveyance of real property as per s. 77.21(1) Wisconsin Statutes. (A Wisconsin Real Estate Transfer Return is required for instruments that do convey real property.)

This document drafted by:

Notary Public in and for the State of Wisconsin must be typed or printed below their signature. WRDA Version III - R8-23-00/1h

VOL PAGE
3525 826-830

REGISTER'S OFFICE
RACINE COUNTY, WI

1832883

RECORDED

2002 OCT -1 AM 11:10

MARK A. LAOD
REGISTER OF DEEDS

After Recording, Return to:

Katherine Sloss, Esq.
Bed Bath & Beyond Inc.
660 Liberty Avenue
Union, New Jersey 07083

(The Above Space for Recorder's Use Only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made as of July 23, 2002 by and between R-O ASSOCIATES OF RACINE LIMITED PARTNERSHIP, a Wisconsin limited partnership, having an office at W228 N. 745 Westmount Drive, Waukesha, WI 53186 ("**Landlord**"), and BED BATH & BEYOND INC., a New York corporation, having an office at 660 Liberty Avenue, Union, New Jersey 07083 ("**Tenant**").

Preliminary Statement

Landlord is the fee owner of certain real property located in the County of Racine, State of Wisconsin, as more particularly described on Exhibit A hereto annexed, together with improvements constructed or to be constructed thereon (the "**Shopping Center**"). Landlord and Tenant, as of the date hereof, have entered into a lease (the "**Lease**") demising a portion of the Shopping Center as more particularly described therein (the "**Premises**") to Tenant. In connection therewith, Landlord and Tenant have entered into this Memorandum to confirm the demise of the Premises and to provide notice to any interested party of such demise and of the terms and provisions of the Lease.

NOW, THEREFORE, the parties state as follows:

1. All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Lease.
2. The terms and conditions of the Lease are incorporated herein as though set forth in full, whereby Tenant may have and hold the Premises together with any and all rights, benefits, privileges and easements, now or hereafter appurtenant thereto, at the rental and upon the terms and conditions therein stated, for an initial term of approximately ten (10) years commencing on the Rent Commencement Date (the "**Initial Term**"). Under the terms of the Lease, Tenant has the right to extend the Initial Term for five (5) separate and additional periods of five (5) years each after the expiration of the Initial Term.
3. This Memorandum of Lease is executed for the purpose of recordation in order to give notice of all of the terms, provisions and conditions of the Lease, including, without limitation:

(VOL
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PAGE
492)

(i) that, subject to certain exceptions more particularly set forth in the Lease, Landlord shall not lease, rent or occupy or permit any other premises in the Shopping Center or on any "Related Land" (defined in the Lease) to be occupied, whether by a tenant, sublessee, assignee, licensee or other occupant or itself, for the sale, rental or distribution, either singly or in any combination, of items contained in any of the following respective categories of merchandise: (a) linens and domestics; (b) bathroom items; (c) housewares; (d) frames and wall art; (e) window treatments; and/or (f) closet, shelving and storage items;

(ii) the restrictions set forth therein on Landlord's ability to lease certain portions of the Shopping Center for certain uses which are otherwise prohibited by the terms of the Lease;

(iii) provisions set forth therein regarding Tenant's right to install and maintain signage upon the exterior of the Premises and upon a pylon and/or monument sign located at the Shopping Center;

(iv) provisions set forth therein regarding Tenant's right to use (and to permit Tenant's customers, employees, agents and contractors to use) certain common areas of the Shopping Center (such as, without limitation, the parking facilities of the Shopping Center); and

(v) provisions set forth therein regarding certain areas in the Shopping Center in which no improvements are to be constructed) and is not intended, and shall not be construed, to define, limit or modify the Lease.

4. In addition to those terms hereinabove set forth, the Lease contains numerous other terms, covenants and conditions which likewise affect not only the Premises but also the Shopping Center, and notice is hereby given that reference should be had to the Lease directly with respect to the details of such terms, covenants and conditions. The Lease and exhibits thereto are hereby incorporated by reference in this Memorandum of Lease and the parties hereby ratify and confirm the Lease as if said Lease were being re-executed by them and recorded. In the event of any conflict between the provisions of this instrument and the Lease, the provisions of the Lease shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease
as of the day and year first above written.

LANDLORD:

WITNESS:

R-O ASSOCIATES OF RACINE LIMITED
PARTNERSHIP, a Wisconsin limited partnership

By: Redmond Development Corporation,
general partner

James G. Valtz
James G. Valtz

By: [Signature]
Mark D. Redmond, Secretary

James G. Valtz
James G. Valtz

By: Thomas J. Redmond
Thomas J. Redmond, General Partner

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3602 494

ATTEST:

TENANT:

BED BATH & BEYOND INC.,
a New York corporation

Alan M. Freeman
Alan M. Freeman
Assistant Secretary

By: [Signature]
Warren Eisenberg
Co-Chief Executive Officer

STATE OF NEW JERSEY }
COUNTY OF UNION } : ss.

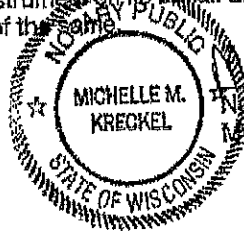
On this 2nd day of July, 2002, before me personally came Warren Eisenberg to me know, who being by me duly sworn, did depose and say that he is the Co-Chief Executive Officer of Bed Bath & Beyond Inc., the corporation described in and which executed the above instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

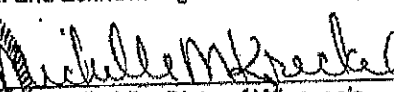

Notary Public
ARLENE WAGNER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 19, 2005

My Commission Expires:

STATE OF WISCONSIN }
WAUKESHA COUNTY } ss

Personally came before me this 22 day of July 2002 the above-named Thomas J. Redmond, an officer or an authorized representative of Redmond Development Corporation, and Mark D. Redmond, both as general partners of R-O ASSOCIATES OF RACINE LIMITED PARTNERSHIP, a Wisconsin limited partnership, to me known to be the persons who executed the foregoing instrument on their behalf and acknowledge understanding of the contents and legal consequences of the same.




Notary Public, State of Wisconsin
My Commission: 6/15/03

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3602 495

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3525 830

EXHIBIT A

Legal Description of the Shopping Center

PARCEL I: Parcel 1 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 City of Racine, County of Racine, State of Wisconsin.

PARCEL II: Easement for Ingress and egress for the benefit of Parcel I as disclosed in Easement, Maintenance and Recapture Agreement entered into by and between Racine County, Wisconsin and McDonald's Corporation, a Delaware corporation, dated October 2, 1986 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on October 23, 1986 in Volume 1827 of Records, at page 189, as Document No. 1209322. Said land being in the City of Racine, County of Racine, State of Wisconsin.

Tax Key No. 23901

(VOL PAGE)
3602 498

Document #: **2440782**

Date: 07-27-2016 Time: 03:49 PM Pages: 28

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Chicago Title Company - SPS Wisconsin

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies
this document has been electronically
recorded and returned to Chicago Title Company - SPS Wisconsin

Document Number

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT
OF LEASES AND RENTS, AND FIXTURE FILING

Recording Area

Name and Return Address

Bryan Cave LLP
161 North Clark Street, Suite 4300
Chicago, Illinois 60601
Attention: Simone A. Randolph

See Exhibit A

Parcel Identification Number (PIN)

This is not homestead property.

This document drafted by:

Simone A. Randolph
Bryan Cave LLP

347570

**MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING**

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING (this "Security Instrument") is made as of this 26th day of July, 2016 by MARC RACINE LLC, an Illinois limited liability company, having its principal place of business at 55 East Jackson Boulevard, Suite 500, Chicago, Illinois 60604, and BMC RACINE LLC, an Illinois limited liability company having its principal place of business c/o Bonnie Management Corporation, 8430 West Bryn Mawr Avenue, Suite 850, Chicago, Illinois 60631, as mortgagor (together, the "Borrower") for the benefit of BMO HARRIS BANK N.A., a national banking association, as grantee, having an address at 111 West Monroe Street, Chicago, Illinois 60603 ("Lender").

RECITALS:

A. This Security Instrument is given to secure a loan (the "Loan") in the principal sum of NINE MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$9,100,000.00) or so much thereof as may be advanced pursuant to that certain Loan Agreement dated as of the date hereof between Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement") evidenced by that certain Promissory Note dated as of the date hereof made by Borrower to Lender (such Promissory Note, together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter referred to as the "Note") and due on July 26, 2026, (the "Maturity Date"), or such earlier date on which the final payment of principal of the Note becomes due and payable as provided under the Loan Documents (as defined below), whether at such stated Maturity Date, by declaration of acceleration, or otherwise;

B. Borrower desires to secure the payment of the outstanding principal amount of the Loan together with all interest accrued and unpaid thereon and all other sums due to Lender in respect of the Loan under the Note, the Loan Agreement, this Security Instrument, the Environmental Indemnity and any other Loan Document (collectively, the "Debt"), and the performance of all of its obligations under the Note, the Loan Agreement and the other Loan Documents; and

C. This Security Instrument is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by Borrower of its obligations thereunder and under the other Loan Documents are secured hereby, and each and every term and provision of the Loan Agreement and the Note, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Security Instrument (the Loan Agreement, the Note, this Security Instrument, that certain Assignment of Leases and Rents dated as of the date hereof made by Borrower in favor of Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Assignment of Leases") and all other documents evidencing or securing the Debt or delivered in connection with the making of the Loan, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, are hereinafter referred to collectively as the "Loan Documents").

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Security Instrument:

Article 1 - GRANTS OF SECURITY

Section 1.1 PROPERTY MORTGAGED. Borrower does hereby irrevocably mortgage, give, grant, bargain, sell, alien, pledge, assign, warrant, transfer, confirm, hypothecate and convey a security interest in and to Lender and its successors and assigns the following property, rights, interests and estates now owned, or hereafter acquired by Borrower (collectively, the "Property");

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "Land");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument;

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Borrower, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Borrower and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases, except to the extent that Borrower shall have any right or interest therein;

(f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Borrower which is so related to the Land and the Improvements forming part of the

Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Borrower's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases, except to the extent that Borrower shall have any right or interest therein;

(g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, including, but not limited to, disposals, dishwashers, refrigerators and ranges, recreational equipment, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as hereinafter defined), other than Fixtures, which are now or hereafter owned by Borrower and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Security Instrument and all proceeds and products of the above;

(h) Leases. All leases, subleases, licenses, franchises, concessions or grants of other possessory interests, tenancies, and any other agreements affecting the use, possession or occupancy of the Property or any part thereof, whether now or hereafter existing or entered into (including, without limitation, any use or occupancy arrangements created pursuant to Section 365(d) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or occupant of any portion of the Property) and all amendments, modifications, supplements, extensions or renewals thereof, whether now or hereafter existing (collectively, the "Leases").

(i) Rents. All rents, including without limitation percentage rent and additional rent (including tenant tax and operating expense reimbursements), moneys payable as damages or in

lieu of rent, revenues, parking revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, income, receipts, royalties, receivables, and termination payments, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrower or its agents or employees from any and all sources arising from or attributable to the Property (collectively, the "Rents").

(j) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(k) Insurance Proceeds. All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(l) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(m) Rights. The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

(n) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, applications, entitlements, plans, specifications, drawings, and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any of the Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder;

(o) Trademarks. All trade names, trademarks, service marks, logos, copyrights, goodwill, books and records, websites and domain names, and all other general intangibles relating to or used in connection with the operation of the Property;

(p) Accounts. All reserves, escrows and deposit accounts maintained by Borrower with respect to the Property, including, without limitation, all accounts established or maintained pursuant any Loan Document, together with all deposits or wire transfers made to such accounts, and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time, and all proceeds, products, distributions, dividends and/or substitutions thereon and thereof;

(q) Rate Management Agreements. All rights, claims, interests, proceeds or other benefits of Borrower under any agreement, device or arrangement providing for payments which

are related to fluctuations of interest rates, exchange rates, forward rates, or equity prices, including, but not limited to, dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants, and any agreement pertaining to equity derivative transactions (e.g., equity or equity index swaps, options, caps, floors, collars and forwards), including without limitation any such agreement between Borrower and Lender, any Affiliate of Lender, or any other Person, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising and in each case, as amended, modified or supplemented from time to time (collectively, the "Rate Management Agreements");

(r) Proceeds. All proceeds and products of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation or other claims or otherwise; and

(s) Other Rights. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (r) above.

AND without limiting any of the other provisions of this Security Instrument, to the extent permitted by applicable law, Borrower expressly grants to Lender, as Secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures collectively referred to as the "Real Property") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of this Security Instrument be deemed conclusively to be real estate and mortgaged hereby.

Section 1.2 ASSIGNMENT OF RENTS. Borrower hereby absolutely and unconditionally assigns to Lender all of Borrower's right, title and interest in and to all current and future Leases and Rents, including all prepaid rents and security deposits; it being intended by Borrower that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of the Assignment of Leases, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents (including any Lease termination, cancellation, option or similar payments, which Borrower agrees shall be used for leasing costs incurred in remarketing rental space in the Property) so long as no Event of Default exists. Borrower shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Lender, for use in the payment of such sums. If any conflict or inconsistency exists between the assignment of the Rents and the Leases in this Security Instrument and the absolute assignment of the Rents and the Leases in the Assignment of Leases, the terms of the Assignment of Leases shall control.

Section 1.3 SECURITY AGREEMENT. This Security Instrument is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Property. By executing and delivering this Security Instrument, Borrower hereby grants to Lender, as security for the Obligations

(hereinafter defined), a security interest in the Fixtures, the Equipment, the Personal Property and other property constituting the Property to the full extent that the Fixtures, the Equipment, the Personal Property and such other property may be subject to the Uniform Commercial Code (said portion of the Property so subject to the Uniform Commercial Code being called the "Collateral"). If an Event of Default shall occur and be continuing, Lender, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Lender may deem reasonably necessary for the care, protection and preservation of the Collateral. Upon request or demand of Lender during the existence of an Event of Default, Borrower shall, at its expense, assemble the Collateral and make it available to Lender at a convenient place (at the Land if tangible property) reasonably acceptable to Lender. Borrower shall pay to Lender on demand any and all expenses, including legal expenses and attorneys' fees, incurred or paid by Lender in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral during the existence of an Event of Default. Any notice of sale, disposition or other intended action by Lender with respect to the Collateral sent to Borrower in accordance with the provisions hereof at least ten (10) Business Days prior to such action, shall, except as otherwise provided by applicable law, constitute reasonable notice to Borrower. The proceeds of any disposition of the Collateral, or any part thereof, may, except as otherwise required by applicable law, be applied by Lender to the payment of the Debt in such priority and proportions as Lender in its discretion shall deem proper. The principal place of business of Borrower (Debtor) is as set forth on page one hereof and the address of Lender (Secured Party) is as set forth on page one hereof.

Section 1.4 FIXTURE FILING. Certain of the Property is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Land, described or referred to in this Security Instrument, and this Security Instrument, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures. For purposes of this fixture filing, "Debtor" is Borrower and the "Secured Party" is Lender. Borrower is the record owner of the Land.

Section 1.5 PLEDGES OF MONIES HELD. Borrower hereby pledges to Lender any and all monies now or hereafter held by Lender or on behalf of Lender in connection with the Loan, including, without limitation, any sums deposited as additional security for the Obligations until expended or applied as provided in this Security Instrument.

CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Property and all parts thereof, together with the rents, issues, profits and proceeds thereof, unto and to the use and benefit of Lender and its successors and assigns, forever;

PROVIDED, HOWEVER, these presents are upon the express condition that, if Borrower shall pay to Lender the Debt at the time and in the manner provided in the Note, the

Loan Agreement and this Security Instrument, shall perform the Other Obligations as set forth in this Security Instrument and shall abide by and comply with each and every covenant and condition set forth herein and in the Note, the Loan Agreement and the other Loan Documents, Lender, at Borrower's expense, shall release the liens and security interests created by this Security Instrument; provided, however, that Borrower's obligation to indemnify, defend and hold harmless Lender pursuant to the provisions hereof and in the other Loan Documents shall survive any such payment or release.

Article 2 - DEBT AND OBLIGATIONS SECURED

Section 2.1 DEBT. This Security Instrument and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the Debt.

Section 2.2 OTHER OBLIGATIONS. This Security Instrument and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing the following (the "Other Obligations");

- (a) the performance of all other obligations of Borrower contained herein;
- (b) the performance of each obligation of Borrower contained in the Loan Agreement and any other Loan Document;
- (c) the performance of each obligation of Borrower to Lender or any Affiliate of Lender, whether absolute, contingent or otherwise and howsoever and whensoever (whether now or hereafter) created, arising, evidenced or acquired (including renewals, extensions, amendments, modifications, substitutions and replacements thereof), under or in connection with (i) any and all Rate Management Agreements, and (ii) any and all cancellations, buy-backs, reversals, terminations or assignments of any Rate Management Agreement;
- (d) the performance of each obligation of Borrower contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, the Loan Agreement or any other Loan Document; and
- (e) all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, as well as all claims by Lender against Borrower, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. However, this Security Instrument does not secure any Swap Obligation of the Borrower if, and to the extent that, all or a portion of the security provided for herein with respect to such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act (7 U.S.C. § 1 et seq.) or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the undersigned's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time this Security Instrument

becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such security is or becomes illegal. "Swap Obligation" means any obligation of the Borrower to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

Section 2.3 DEBT AND OTHER OBLIGATIONS. Borrower's obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively herein as the "Obligations."

Article 3 - BORROWER COVENANTS

Borrower covenants and agrees that:

Section 3.1 PAYMENT OF DEBT. Borrower will pay the Debt at the time and in the manner provided in the Loan Agreement, the Note and this Security Instrument.

Section 3.2 INCORPORATION BY REFERENCE. All recitals set forth above and all the covenants, conditions and agreements contained in (a) the Loan Agreement, (b) the Note and (c) all and any of the other Loan Documents, are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein.

Section 3.3 PERFORMANCE OF OTHER AGREEMENTS. Borrower shall observe and perform each and every term, covenant and provision to be observed or performed by Borrower pursuant to the Loan Agreement, any other Loan Document and any other agreement or recorded instrument affecting or pertaining to the Property and any amendments, modifications or changes thereto.

Article 4 - OBLIGATIONS AND RELIANCES

Section 4.1 RELATIONSHIP OF BORROWER AND LENDER. The relationship between Borrower, on the one hand, and Lender, on the other, is solely that of debtor and creditor, and Lender has no fiduciary or other special relationship with Borrower, and no term or condition of any of the Loan Agreement, the Note, this Security Instrument and the other Loan Documents shall be construed so as to deem the relationship between Borrower, on the one hand, and Lender, on the other, to be other than that of debtor and creditor.

Section 4.2 NO RELIANCE ON LENDER. The general partners, members, principals and (if Borrower is a trust) beneficial owners of Borrower are experienced in the ownership and operation of properties similar to the Property, and Borrower and Lender are relying solely upon such expertise and business plan in connection with the ownership and operation of the Property. Borrower is not relying on Lender's expertise, business acumen or advice in connection with the Property.

Section 4.3 NO OBLIGATION OF LENDER.

(a) Notwithstanding the provisions of subsections 1.1(h) and (n) or Section 1.2, Lender is not undertaking the performance of (i) any obligations under the Leases; or (ii) any obligations with respect to such agreements, contracts, certificates, instruments, franchises, permits, trademarks, licenses, applications, entitlements, plans, specifications, drawings and other documents.

(b) By accepting or approving anything required to be observed, performed or fulfilled or to be given to Lender pursuant to this Security Instrument, the Loan Agreement, the Note or the other Loan Documents, including, without limitation, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or insurance policy, Lender shall not be deemed to have warranted, consented to, or affirmed the sufficiency, the legality or effectiveness of same, and such acceptance or approval thereof shall not constitute any warranty or affirmation with respect thereto by Lender.

Section 4.4 RELIANCE. Borrower recognizes and acknowledges that in accepting the Loan Agreement, the Note, this Security Instrument and the other Loan Documents, Lender is expressly and primarily relying on the truth and accuracy of the warranties and representations set forth in Article III of the Loan Agreement without any obligation to investigate the Property and notwithstanding any investigation of the Property by Lender; that such reliance existed on the part of Lender prior to the date hereof, that the warranties and representations are a material inducement to Lender in making the Loan; and that Lender would not be willing to make the Loan and Lender would not accept this Security Instrument in the absence of the warranties and representations as set forth in Article III of the Loan Agreement.

Article 5 - FURTHER ASSURANCES

Section 5.1 RECORDING OF SECURITY INSTRUMENT, ETC. Borrower forthwith upon the execution and delivery of this Security Instrument and thereafter, from time to time, will cause this Security Instrument and any of the other Loan Documents creating a lien or security interest or evidencing the lien hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien or security interest hereof upon, and the interest of Lender in, the Property. Borrower will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Note, this Security Instrument, the other Loan Documents, any note, deed of trust or mortgage supplemental hereto, any security instrument with respect to the Property and any instrument of further assurance, and any modification or amendment of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Security Instrument, any deed of trust or mortgage supplemental hereto, any security instrument with respect to the Property or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

Section 5.2 FURTHER ACTS, ETC. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, deeds of trust, mortgages, assignments, notices of assignments, transfers and

assurances as Lender shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Lender the property and rights hereby mortgaged, deeded, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Security Instrument or for filing, registering or recording this Security Instrument, or for complying with all Legal Requirements. Borrower, on demand, will execute and deliver, and in the event it shall fail to so execute and deliver, hereby authorizes Lender to execute in the name of Borrower or without the signature of Borrower to the extent Lender may lawfully do so, one or more financing statements (including, without limitation, initial financing statements and amendments thereto and continuation statements) with or without the signature of Borrower as authorized by applicable law, to evidence more effectively the security interest of Lender in the Property. Borrower also ratifies its authorization for Lender to have filed any like initial financing statements, amendments thereto and continuation statements, if filed prior to the date of this Security Instrument. Borrower grants to Lender an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Lender at law and in equity, including without limitation such rights and remedies available to Lender pursuant to this Section 5.2. To the extent not prohibited by applicable law, Borrower hereby ratifies all acts Lender has lawfully done in the past or shall lawfully do or cause to be done in the future by virtue of such power of attorney.

Section 5.3 CHANGES IN TAX, DEBT, CREDIT AND DOCUMENTARY STAMP LAWS.

(a) If any law is enacted or adopted or amended after the date of this Security Instrument which deducts the Debt from the value of the Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Debt or Lender's interest in the Property, Borrower will pay the tax, with interest and penalties thereon, if any. If Lender is advised by counsel chosen by it that the payment of tax by Borrower would be unlawful or taxable to Lender or unenforceable or provide the basis for a defense of usury then Lender shall have the option by written notice of not less than one hundred twenty (120) days to declare the Debt immediately due and payable.

(b) Borrower will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the Taxes or Other Charges assessed against the Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Property, or any part thereof, for real estate tax purposes by reason of this Security Instrument or the Debt. If such claim, credit or deduction shall be required by law, Lender shall have the option, by written notice of not less than one hundred twenty (120) days, to declare the Debt immediately due and payable.

(c) If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Note, this Security Instrument, or any of the other Loan Documents or impose any other tax or charge on the same, Borrower will pay for the same, with interest and penalties thereon, if any.

Section 5.4 SPLITTING OF MORTGAGE. This Security Instrument and the Note shall, at any time until the same shall be fully paid and satisfied, at the sole election of Lender, be split or divided into two or more notes and two or more security instruments, each of which shall cover all or a portion of the Property to be more particularly described therein. To that end, Borrower, upon written request of Lender, shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered by the then owner of the Property, to Lender and/or its designee or designees substitute notes and security instruments in such principal amounts, aggregating not more than the then unpaid principal amount of the Note, and containing terms, provisions and clauses similar to those contained herein and in the Note, and such other documents and instruments as may be required by Lender.

Section 5.5 REPLACEMENT DOCUMENTS. Upon receipt of an affidavit of an officer of Lender as to the loss, theft, destruction or mutilation of the Note or any other Loan Document which is not of public record, and, in the case of any such mutilation, upon surrender and cancellation of such Note or other Loan Document, Borrower will issue, in lieu thereof, a replacement Note or other Loan Document, dated the date of such lost, stolen, destroyed or mutilated Note or other Loan Document in the same principal amount thereof and otherwise of like tenor.

Article 6 - DUE ON SALE/ENCUMBRANCE

Section 6.1 LENDER RELIANCE. Borrower acknowledges that Lender has examined and relied on the experience of Borrower and its general partners, members, principals and (if Borrower is a trust) beneficial owners in owning and operating properties such as the Property in agreeing to make the Loan, and will continue to rely on Borrower's ownership of the Property as a means of maintaining the value of the Property as security for repayment of the Debt and the performance of the Other Obligations. Borrower acknowledges that Lender has a valid interest in maintaining the value of the Property so as to ensure that, should Borrower default in the repayment of the Debt or the performance of the Other Obligations, Lender can recover the Debt by a sale of the Property.

Section 6.2 NO TRANSFER. Borrower shall not permit or suffer any Transfer to occur, unless specifically permitted by the Loan Agreement or unless Lender shall consent thereto in writing.

Section 6.3 LENDER'S RIGHTS. Without obligating Lender to grant any consent under Section 6.2 hereof which Lender may grant or withhold in its sole discretion, Lender shall not be required to demonstrate any actual impairment of its security or any increased risk of default hereunder in order to declare the Debt immediately due and payable upon a Transfer without Lender's consent. This provision shall apply to every Transfer, other than any Transfer permitted pursuant to the Loan Agreement, regardless of whether voluntary or not, or whether or not Lender has consented to any previous Transfer.

Article 7 - RIGHTS AND REMEDIES UPON DEFAULT

Section 7.1 REMEDIES. Upon the occurrence and during the continuance of any Event of Default, Borrower agrees that Lender may take such action, without notice or demand, as it

deems advisable to protect and enforce its rights against Borrower and in and to the Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender:

- (a) declare the entire unpaid Debt to be immediately due and payable;
- (b) institute proceedings, judicial or otherwise, for the complete foreclosure of this Security Instrument under any applicable provision of law, in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;
- (c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Security Instrument for the portion of the Debt then due and payable, subject to the continuing lien and security interest of this Security Instrument for the balance of the Debt not then due, unimpaired and without loss of priority;
- (d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Borrower therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;
- (e) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note, the Loan Agreement or in the other Loan Documents;
- (f) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Security Instrument or the other Loan Documents;
- (g) apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Borrower, any guarantor, indemnitor with respect to the Loan or of any Person liable for the payment of the Debt;
- (h) the license granted to Borrower under Section 1.2 hereof shall automatically be revoked and Lender may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Borrower and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and Borrower agrees to surrender possession of the Property and of such books, records and accounts to Lender upon demand, and thereupon Lender may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Lender deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Borrower with respect to the Property, whether in the name of Borrower or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants,

and demand, sue for, collect and receive all Rents of the Property and every part thereof; (v) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Borrower; (vi) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment of the Debt, in such order, priority and proportions as Lender shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other Charges, Insurance and other expenses in connection with the Property, as well as just and reasonable compensation for the services of Lender, its counsel, agents and employees;

(i) exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the Fixtures, the Equipment and the Personal Property, or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Fixtures, the Equipment and the Personal Property, and (ii) request Borrower at its expense to assemble the Fixtures, the Equipment and the Personal Property and make it available to Lender at a convenient place acceptable to Lender. Any notice of sale, disposition or other intended action by Lender with respect to the Fixtures, the Equipment and/or the Personal Property sent to Borrower in accordance with the provisions hereof at least five (5) days prior to such action, shall constitute commercially reasonable notice to Borrower;

(j) apply any sums then deposited or held in escrow or otherwise by or on behalf of Lender in accordance with the terms of the Loan Agreement, this Security Instrument or any other Loan Document to the payment of the following items in any order in its sole discretion:

- (i) Taxes and Other Charges;
- (ii) Insurance Premiums;
- (iii) Interest on the unpaid principal balance of the Note;
- (iv) Amortization of the unpaid principal balance of the Note;

(v) All other sums payable pursuant to the Note, the Loan Agreement, this Security Instrument and the other Loan Documents, including without limitation, advances made by Lender pursuant to the terms of this Security Instrument; or

(k) pursue such other remedies as Lender may have under the Loan Agreement and/or applicable law.

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of Property, this Security Instrument shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority.

Section 7.2 FORECLOSURE WITHOUT DEFICIENCY JUDGMENT. The Borrower waives, to the full extent it may lawfully do so, all statutory and other rights in its favor, limiting concurrent actions to foreclose this Security Instrument and the exercise of other rights with respect to the Obligations, including any right vested in the Borrower or any Affiliate to limit the right of the Lender to pursue or commence concurrent actions against the Borrower or any such Affiliate or any property owned by any one or more of them. In the event that foreclosure proceedings are commenced, the Borrower consents and agrees that upon the election of the Lender, the provisions of Section 846.101 and 846.103, Wis. Stats., and any successor or supplementary statutes thereto shall apply to the foreclosure of this Security Instrument, permitting the Lender, upon waiving the right to judgment for any deficiency, to hold the foreclosure sale of the Property at such time as set forth therein. Nothing herein contained shall be deemed a present waiver of the Lender's right to seek a deficiency judgment against the Borrower.

Section 7.3 APPLICATION OF PROCEEDS. The purchase money, proceeds and avails of any disposition of the Property, and or any part thereof, or any other sums collected by Lender pursuant to the Note, this Security Instrument or the other Loan Documents, may be applied by Lender to the payment of the Debt in such priority and proportions as Lender in its discretion shall deem proper.

Section 7.4 RIGHT TO CURE DEFAULTS. During the existence of any Event of Default or if Borrower fails to make any payment or to do any act as herein provided and such failure continues beyond any applicable notice and cure period, Lender may, but without any obligation to do so and without notice to or demand on Borrower and without releasing Borrower from any obligation hereunder, make or do the same in such manner and to such extent as Lender may deem necessary to protect the security hereof. Lender is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Security Instrument or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section 7.4, shall constitute a portion of the Debt and shall be due and payable to Lender upon demand. All such costs and expenses incurred by Lender in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the Default Rate, for the period after notice from Lender that such cost or expense was incurred to the date of payment to Lender. All such costs and expenses incurred by Lender together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and be secured by this Security Instrument and the other Loan Documents and shall be immediately due and payable upon demand by Lender therefor.

Section 7.5 ACTIONS AND PROCEEDINGS. Lender has the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or proceeding, in the name and on behalf of Borrower, which Lender, in its discretion, decides should be brought to protect its interest in the Property.

Section 7.6 RECOVERY OF SUMS REQUIRED TO BE PAID. Lender shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Lender thereafter to bring an action of foreclosure, or any

other action, for a default or defaults by Borrower existing at the time such earlier action was commenced.

Section 7.7 OTHER RIGHTS, ETC.

(a) The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Security Instrument. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (i) the failure of Lender to comply with any request of Borrower or any guarantor or indemnitor with respect to the Loan to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any person liable for the Debt or any portion thereof, or (iii) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Security Instrument or the other Loan Documents.

(b) It is agreed that the risk of loss or damage to the Property is on Borrower, and Lender shall have no liability whatsoever for decline in value of the Property, for failure to maintain the Policies, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Lender shall not be deemed an election of judicial relief, if any such possession is requested or obtained, with respect to any Property or collateral not in Lender's possession.

(c) Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to foreclose this Security Instrument. The rights of Lender under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Lender shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

Section 7.8 RIGHT TO RELEASE ANY PORTION OF THE PROPERTY. Lender may release any portion of the Property for such consideration as Lender may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Lender for such release, and may accept by assignment, pledge or otherwise any other property in place thereof as Lender may require without being accountable for so doing to any other lienholder. This Security Instrument shall continue as a lien and security interest in the remaining portion of the Property.

Section 7.9 VIOLATION OF LAWS. If the Property is not in material compliance with Legal Requirements, Lender may impose additional requirements upon Borrower in connection herewith including, without limitation, monetary reserves or financial equivalents; provided,

however, that, in the event of an emergency or a health or safety concern, Lender may at its option address said compliance issue at Borrower's cost.

Section 7.10 RIGHT OF ENTRY. Upon reasonable notice to Borrower, Lender and its agents shall have the right to enter and inspect the Property at all reasonable times.

Article 8 -INDEMNIFICATION

Section 8.1 GENERAL INDEMNIFICATION. The provisions of Section 12.10 of the Loan Agreement are hereby incorporated by reference into this Security Instrument to the same extent and with the same force as if fully set forth herein.

Section 8.2 MORTGAGE AND/OR INTANGIBLE TAX. Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all losses imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any tax on the making and/or recording of this Security Instrument, the Note or any of the other Loan Documents, but excluding any income, franchise or other similar taxes. The liability of Borrower pursuant to this Section 8.2 is not limited to the original principal amount of the Note.

Section 8.3 ERISA INDEMNIFICATION. Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses (including, without limitation, reasonable attorneys' fees and costs incurred in the investigation, defense, and settlement of Losses incurred in correcting any prohibited transaction or in the sale of a prohibited loan, and in obtaining any individual prohibited transaction exemption under ERISA that may be required, in Lender's sole discretion) that Lender may incur, directly or indirectly, as a result of a default under Sections 3.1.8 or 4.2.10 of the Loan Agreement. The liability of Borrower pursuant to this Section 8.3 is not limited to the original principal amount of the Note.

Section 8.4 DUTY TO DEFEND; ATTORNEYS' FEES AND OTHER FEES AND EXPENSES. Upon written request by any Indemnified Party, Borrower shall defend such Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals approved by the Indemnified Parties. Notwithstanding the foregoing, if the defendants in any such claim or proceeding include both Borrower and any Indemnified Party and Borrower and such Indemnified Party shall have reasonably concluded that there are any legal defenses available to it and/or other Indemnified Parties that are different from or additional to those available to Borrower, such Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such Indemnified Party, provided that no compromise or settlement shall be entered without Borrower's consent, which consent shall not be unreasonably withheld. Upon demand, Borrower shall pay or, in the sole and absolute discretion of the Indemnified Parties, reimburse, the Indemnified Parties for the payment of reasonable fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals in connection therewith.

Article 9 - WAIVERS

Section 9.1 WAIVER OF COUNTERCLAIM. To the extent permitted by applicable law, Borrower hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Lender arising out of or in any way connected with this Security Instrument, the Loan Agreement, the Note, any of the other Loan Documents, or the Obligations.

Section 9.2 MARSHALLING AND OTHER MATTERS. To the extent permitted by applicable law, Borrower hereby waives the benefit of all appraisement, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Borrower hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Security Instrument on behalf of Borrower, and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date of this Security Instrument and on behalf of all persons to the extent permitted by applicable law.

Section 9.3 WAIVER OF NOTICE. To the extent permitted by applicable law, Borrower shall not be entitled to any notices of any nature whatsoever from Lender except with respect to matters for which this Security Instrument specifically and expressly provides for the giving of notice by Lender to Borrower and except with respect to matters for which Lender is required by applicable law to give notice, and Borrower hereby expressly waives the right to receive any notice from Lender with respect to any matter for which this Security Instrument does not specifically and expressly provide for the giving of notice by Lender to Borrower.

Section 9.4 WAIVER OF STATUTE OF LIMITATIONS. To the extent permitted by applicable law, Borrower hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to payment of the Debt or performance of its Other Obligations.

Article 10 -SURVIVAL. The indemnifications made pursuant to Section 8.3 herein and the representations and warranties, covenants, and other obligations arising under the Environmental Indemnity, shall continue indefinitely in full force and effect and shall survive and shall in no way be impaired by: any satisfaction or other termination of this Security Instrument, any assignment or other transfer of all or any portion of this Security Instrument or Lender's interest in the Property (but, in such case, shall benefit both Indemnified Parties and any assignee or transferee), any exercise of Lender's rights and remedies pursuant hereto, including, but not limited to, foreclosure or acceptance of a deed in lieu of foreclosure, any exercise of any rights and remedies pursuant to the Loan Agreement, the Note or any of the other Loan Documents, any transfer of all or any portion of the Property (whether by Borrower or by Lender following foreclosure or acceptance of a deed in lieu of foreclosure or at any other time), any amendment to this Security Instrument, the Loan Agreement, the Note or the other Loan Documents, and any act or omission that might otherwise be construed as a release or discharge of Borrower from the obligations pursuant hereto, provided, however, the indemnifications provided for herein shall not apply to losses arising from events occurring after the Property has been conveyed due to

termination, satisfaction, assignment, entry of a judgment of foreclosure, exercise of any power of sale, or delivery of a deed in lieu of foreclosure of the Security Instrument.

Article 11 - RECOURSE

The provisions of Section 12.10 of the Loan Agreement are hereby incorporated by reference into this Security Instrument to the same extent and with the same force as if fully set forth herein.

Article 12 - NOTICES

All notices or other written communications hereunder shall be delivered in accordance with Section 12.6 of the Loan Agreement.

Article 13 - APPLICABLE LAW

Section 13.1 GOVERNING LAW. The creation, perfection and enforcement of the lien of this Security Instrument shall be governed by the laws of the State in which the Property is located. Subject to the foregoing, in all other respects, this Security Instrument shall be governed by the substantive laws of the State of Illinois.

Section 13.2 USURY LAWS. Notwithstanding anything to the contrary, (a) all agreements and communications between Borrower and Lender are hereby and shall automatically be limited so that, after taking into account all amounts deemed interest, the interest contracted for, charged or received by Lender shall never exceed the maximum lawful rate or amount, (b) in calculating whether any interest exceeds the lawful maximum, all such interest shall be amortized, prorated, allocated and spread over the full amount and term of all principal indebtedness of Borrower to Lender, and (c) if through any contingency or event, Lender receives or is deemed to receive interest in excess of the lawful maximum, any such excess shall be deemed to have been applied toward payment of the principal of any and all then outstanding indebtedness of Borrower to Lender, or if there is no such indebtedness, shall immediately be returned to Borrower.

Section 13.3 PROVISIONS SUBJECT TO APPLICABLE LAW. All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term, covenant or condition of the Loan Agreement, the Note or this Security Instrument is held to be invalid, illegal or unenforceable in any respect, the Loan Agreement, the Note and this Security Instrument shall be construed without such provision.

Section 13.4 WAIVER OF TRIAL BY JURY. **BORROWER AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN EVIDENCED BY THE NOTE, THE APPLICATION FOR THE LOAN EVIDENCED BY**

THE NOTE, THIS SECURITY INSTRUMENT, THE NOTE, OR THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

Article 14 - DEFINITIONS

All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note," "Lender" shall mean "Lender" and any successor, the word "Note" shall mean "the Note and any other evidence of indebtedness secured by this Security Instrument," the word "Property" shall include any portion of the Property and any interest therein, and the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder.

Article 15 - MISCELLANEOUS PROVISIONS

Section 15.1 NO ORAL CHANGE. This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 15.2 SUCCESSORS AND ASSIGNS. This Security Instrument shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 15.3 HEADINGS, ETC. The headings and captions of various Sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 15.4 NUMBER AND GENDER. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 15.5 SUBROGATION. To the extent proceeds of the Loan have been used to extinguish, extend or renew any indebtedness against the Property, then Lender shall be subrogated to all of the rights, liens and interests existing against the Property and held by the holder of such indebtedness and such former rights, liens and interests, if any, are not waived, but are continued in full force and effect in favor of Lender.

Section 15.6 ENTIRE AGREEMENT. The Note, the Loan Agreement, this Security Instrument and the other Loan Documents constitute the entire understanding and agreement

between Borrower and Lender with respect to the transactions arising in connection with the Debt and supersede all prior written or oral understandings and agreements between Borrower and Lender with respect thereto. Borrower hereby acknowledges that, except as incorporated in writing in the Note, the Loan Agreement, this Security Instrument and the other Loan Documents, there are not, and were not, and no persons are or were authorized by Lender to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Note, the Loan Agreement, this Security Instrument and the other Loan Documents.

Section 15.7 LIMITATION ON LENDER'S RESPONSIBILITY. No provision of this Security Instrument shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession."

Article 16 - STATE-SPECIFIC PROVISIONS

Section 16.1 MAXIMUM PRINCIPAL AMOUNT. The maximum indebtedness secured by this Security Instrument shall not exceed two hundred percent (200%) of the aggregate, original principal amount of the Loan.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, THIS MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING has been executed by
Borrower as of the day and year first above written.

BORROWER:

MARC RACINE LLC,
an Illinois limited liability company

By: 

Name: Gerald L. Nudo

Title: Manager

By: 

Name: Laurence H. Weiner

Title: Manager

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, SONIA L. SOTO, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT GERALD NUÑO, the MANAGER of MARC RACINE LLC IL LLC, which is the _____ of _____, a _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free voluntary act and deed and as the free and voluntary act and deed of said _____ for the uses and purposes therein set forth.

Given my hand and notarial seal this 11th day of JULY, 2016.

Sonia L. Soto
Notary Public

My Commission Expires:

5/5/19



ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, SONIA L. SOTO a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Laurence Weiner, the MANAGER of MARC RACINE, LLC IL LLC, which is the _____ of _____, a _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free voluntary act and deed and as the free and voluntary act and deed of said _____ for the uses and purposes therein set forth.

Given my hand and notarial seal this 11th day of JULY, 2016.

Sonia L. Soto
Notary Public

My Commission Expires:

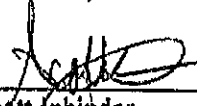
5/5/19

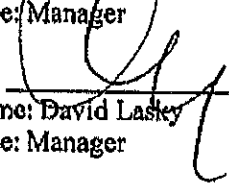


BORROWER:

BMC RACINE LLC,
an Illinois limited liability company

By: BMC Advisors LLC, an Illinois limited liability company

By: 
Name: Scott Anbinder
Title: Manager

By: 
Name: David Laskey
Title: Manager

ACKNOWLEDGMENT

STATE OF Illinois)
) ss.
COUNTY OF COOK)

I, Jean M. Klippstein, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott Inlander, the manager of BMC Racine, LLC, which is the owner of _____, a _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free voluntary act and deed and as the free and voluntary act and deed of said _____ for the uses and purposes therein set forth.

Given my hand and notarial seal this 1st day of July, 2016.



Jean M Klippstein
Notary Public

My Commission Expires:

1/25/19

ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, JEAN M KLIPPSTEIN, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT DAVID LASKY, the manager of BMC Racine LLC, a ILLINOIS LLC, which is the _____ of _____, a _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free voluntary act and deed and as the free and voluntary act and deed of said _____ for the uses and purposes therein set forth.

Given my hand and notarial seal this 11th day of July, 2016.

Jean M Klippstein
Notary Public

My Commission Expires:

1/25/19



EXHIBIT A

LEGAL DESCRIPTION

Parcel A:

Parcel 1 of Certified Survey Map No. 1255, recorded August 4, 1987 in Volume 3 of Certified Survey Maps, pages 652-657, as Document No. 1236698, being 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, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin. EXCEPTING THEREFROM those lands conveyed by Quit Claim Deed recorded as Document No. 1273582.

Parcel B:

Non-exclusive 17.5 foot easement for ingress and egress as depicted on CSM 1255 recorded at document number 1236698.

Tax Key No: 276-00-00-23901-000

Common Property Address: 2308 S. Green Bay Road, Racine, WI 53406

Document #: **2440783**

Date: 07-27-2016 Time: 03:49 PM Pages: 17

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Chicago Title Company - SPS Wisconsin

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

Document Number

ASSIGNMENT OF LEASES AND RENTS

**The above recording information verifies
this document has been electronically
recorded and returned to Chicago Title Company - SPS Wisconsin

Recording Area

Name and Return Address

Bryan Cave LLP
161 North Clark Street, Suite 4300
Chicago, Illinois 60601
Attention: Simone A. Randolph

See Exhibit A

Parcel Identification Number (PIN)

This is not homestead property.

This document drafted by:

Simone A. Randolph
Bryan Cave LLP

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made as of the 26th day of July, 2016, by MARC RACINE LLC, an Illinois limited liability company, having its principal place of business address at 55 East Jackson Boulevard, Suite 500, Chicago, Illinois 60604, and BMC RACINE LLC, an Illinois limited liability company, having its principal place of business c/o Bonnie Management Corporation, 8430 West Bryn Mawr Avenue, Suite 850, Chicago, Illinois 60631, as assignor (together, the "Borrower") to BMO HARRIS BANK N.A., a national banking association, as assignee, having an address at 111 West Monroe Street, Chicago, Illinois 60603 ("Lender").

RECITALS:

A. This Assignment is given in connection with a loan in the principal sum of NINE MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$9,100,000.00) (the "Loan") made by Lender to Borrower pursuant to that certain Loan Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement") and evidenced by that certain Promissory Note, dated as of the date hereof made by Borrower to Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, collectively, the "Note");

B. The Note is secured by that certain Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Instrument") made by Borrower for the benefit of Lender encumbering the Property commonly known as 2308 South Green Bay Road, Racine, Wisconsin 53406 and more particularly described in Exhibit A attached hereto (the "Property"); and

C. Borrower desires to further secure the payment of the Debt (as defined in the Loan Agreement) and the performance of all of its obligations under the Note, the Loan Agreement and the other Loan Documents.

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Assignment:

ARTICLE 1 - ASSIGNMENT

Section 1.1 PROPERTY ASSIGNED. Borrower hereby absolutely and unconditionally assigns and grants to Lender the following property, rights, interests and estates, now owned, or hereafter acquired by Borrower:

(a) LEASES. All leases, subleases, licenses, franchises, concessions or grants of other possessory interests, tenancies, and any other agreements affecting the use, possession or occupancy of the Property or any part thereof, whether now or hereafter existing or entered into (including, without limitation, any use or occupancy arrangements created pursuant to Section 365(d) of the Bankruptcy Code or otherwise in connection with the commencement or

continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or occupant of any portion of the Property) and all amendments, modifications, supplements, extensions or renewals thereof, whether now or hereafter existing (collectively, the "Leases").

(b) RENTS. All rents, including without limitation percentage rent and additional rent (including tenant tax and operating expense reimbursements), moneys payable as damages or in lieu of rent, revenues, parking revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, income, receipts, royalties, receivables, and termination payments, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrower or its agents or employees from any and all sources arising from or attributable to the Property (collectively, the "Rents").

(c) BANKRUPTCY CLAIMS. All of Borrower's claims and rights (the "Bankruptcy Claims") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(d) LEASE GUARANTIES. All of Borrower's right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support (individually, a "Lease Guaranty," collectively, the "Lease Guaranties") given by any guarantor in connection with any of the Leases or leasing commissions (individually, a "Lease Guarantor," collectively, the "Lease Guarantors") to Borrower.

(e) OTHER. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and as beneficiary under the Lease Guaranties, including, without limitation, the immediate and continuing right to make claim for, receive, collect and receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt or the Other Obligations (as defined in the Security Instrument)), and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

(f) ENTRY. The right, at Lender's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.

(g) POWER OF ATTORNEY. Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 3.1 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.

(h) OTHER RIGHTS AND AGREEMENTS. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (g) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

(i) PROCEEDS. All proceeds from the sale or other disposition of any of the items set forth in subsections (a) through (h) above, including, without limitation, the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

ARTICLE 2 - TERMS OF ASSIGNMENT

Section 2.1 PRESENT ASSIGNMENT AND LICENSE BACK. It is intended by Borrower that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims and all other rights assigned by this Assignment, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1 and Section 3.1, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents, as well as other sums due under the Lease Guaranties. Borrower shall hold the Rents, as well as all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Lender for use in the payment of such sums.

Section 2.2 NOTICE TO LESSEES. Borrower hereby authorizes and directs the lessees named in the Leases or any other future lessees or occupants of the Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs all Rents and all sums due under any Lease Guaranties upon receipt from Lender of written notice to the effect that Lender is then the holder of this Assignment and that an Event of Default (as defined in the Loan Agreement) exists, and to continue so to do until otherwise notified by Lender.

Section 2.3 INCORPORATION BY REFERENCE. All recitals set forth above and all representations, warranties, covenants, conditions and agreements contained in the Loan Agreement and the other Loan Documents as same may be modified, renewed, substituted or extended are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

ARTICLE 3 - REMEDIES

Section 3.1 REMEDIES OF LENDER. During the existence of an Event of Default, the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked, and Lender shall immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property. In addition, Lender may, at its option, without waiving such Event of Default, without regard to the adequacy of the security for the Debt, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise, and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease

Guaranties, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as Lender may deem proper and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Debt, together with all costs and attorneys' fees. In addition, during the existence of an Event of Default, Lender, at its option, may (1) complete any construction on the Property in such manner and form as Lender deems necessary, (2) exercise all rights and powers of Borrower, including, without limitation, the right to negotiate, execute, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, (3) either require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in possession of Borrower or (4) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

Section 3.2 OTHER REMEDIES. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Agreement, the Note, or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Debt and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or cross-claim of any nature whatsoever with respect to the obligations of Borrower under this Assignment, the Loan Agreement, the Note, the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Note, or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or cross-claim of any nature whatsoever against Lender in any separate action or proceeding).

Section 3.3 OTHER SECURITY. Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may

apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

Section 3.4 NON-WAIVER. The exercise by Lender of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under the Note, the Loan Agreement, the Leases, this Assignment or the other Loan Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Loan Agreement, the Note or the other Loan Documents, (b) the release regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Note, or the other Loan Documents. Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 3.5 BANKRUPTCY.

(a) During the existence of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

(c) Borrower shall promptly (i) file all Bankruptcy Claims after the occurrence of the circumstances or events giving rise to such Bankruptcy Claims, and (ii) give Lender notice of (x) the existence of any such Bankruptcy Claims and (y) the deadlines to file any such Bankruptcy Claims. Lender may, in its sole and absolute discretions, file any Bankruptcy Claim on behalf of itself and the Borrower if the Borrower fails to do so within thirty (30) days prior to the deadline for filing any such Bankruptcy Claim.

(d) Lender may, in its sole and absolute discretion, file such transfer of claim notices with respect to the Bankruptcy Claims as set forth in Federal Rule of Bankruptcy Procedure 3001(e), and Borrower shall (i) not oppose and (ii) take all necessary steps to facilitate the filing of such transfer notices.

ARTICLE 4 - NO LIABILITY, FURTHER ASSURANCES

Section 4.1 NO LIABILITY OF LENDER. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property after an Event of Default or from any other act or omission of Lender in managing the Property after an Event of Default. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Borrower shall defend, indemnify Lender for, and hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties. Should Lender incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and by the Security Instrument and the other Loan Documents and Borrower shall reimburse Lender therefor immediately upon demand and upon the failure of Borrower to do so, Lender may, at its option, declare all sums secured by this Assignment and by the Security Instrument and the other Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property including, without limitation, the presence of any Hazardous Substances (as defined in the Loan Agreement), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Section 4.2 NO MORTGAGEE IN POSSESSION. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual ownership of the Property by Lender. In the exercise of the powers herein granted Lender,

no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

Section 4.3 FURTHER ASSURANCES. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver and hereby authorizes Lender to execute in the name of Borrower to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases.

ARTICLE 5 - MISCELLANEOUS PROVISIONS

Section 5.1 CONFLICT OF TERMS. In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall control. In case of any conflict between the assignment of the Rents and the Leases in the Security Instrument and in this Assignment, the terms of this Assignment shall control.

Section 5.2 NO ORAL CHANGE. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 5.3 GENERAL DEFINITIONS. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "Lender" shall mean "Lender" and any subsequent holder of the Note", the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Loan Agreement," the word "Property" shall include any portion of the Property and any interest therein, the phrases "attorneys' fees," "legal fees" and "counsel fees" shall include any and all attorneys', paralegals' and law clerk's fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 5.4 INAPPLICABLE PROVISIONS. All rights, powers and remedies provided in this Assignment may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Assignment or any application thereof shall be invalid or unenforceable, this Assignment shall be construed without such invalid or unenforceable term or the application thereof, and the remainder of this Assignment and any other application of the term shall not be affected thereby.

Section 5.5 GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, AND BORROWER AND LENDER (BY ITS ACCEPTANCE HEREOF) AGREE THAT THE PROPER VENUE FOR ANY MATTERS IN CONNECTION HERewith SHALL BE IN THE STATE OR FEDERAL COURTS LOCATED IN CHICAGO, ILLINOIS, AS LENDER MAY ELECT AND BORROWER HEREBY SUBMITS ITSELF TO THE JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF ADJUDICATING ANY MATTERS RELATED TO THE LOAN.

Section 5.6 TERMINATION OF ASSIGNMENT. Upon payment in full of the Debt and performance of the Other Obligations in full when they are required to be performed, (i) this Assignment shall become and be void and of no effect, and (ii) upon Borrower's request, Lender shall execute a termination or release of this Assignment and cause an executed original of such termination or release in recordable form and any other document reasonably requested by Borrower in connection with the termination or release of this Assignment to be delivered to Borrower, in each case, at the sole cost and expense of Borrower. Borrower shall pay Lender's costs incurred in terminating or releasing this Assignment.

Section 5.7 NOTICES. All notices or other written communications hereunder shall be delivered in accordance with Section 12.6 of the Loan Agreement.

Section 5.8 WAIVER OF TRIAL BY JURY. BORROWER AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN EVIDENCED BY THE NOTE, THE APPLICATION FOR THE LOAN EVIDENCED BY THE NOTE, THIS ASSIGNMENT, THE NOTE, OR THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

Section 5.9 RECOURSE. The provisions of Section 12.10 of the Loan Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.

Section 5.10 HEADINGS, ETC. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, Borrower has executed this Assignment the day and year first above written.

BORROWER:

MARC RACINE LLC,
an Illinois limited liability company

By: Gerald L. Nudo
Name: Gerald L. Nudo
Title: Manager

By: Laurence H. Weiner
Name: Laurence H. Weiner
Title: Manager

BMC RACINE LLC,
an Illinois limited liability company

By: BMC Advisors LLC, an Illinois limited liability company

By: _____
Name: Scott Inbinder
Title: Manager

By: _____
Name: David Lasky
Title: Manager

ACKNOWLEDGMENT

STATE OF IL)
COUNTY OF COOK) ss.

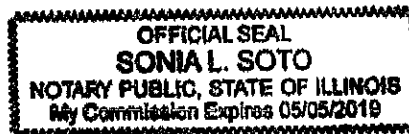
I, SONIA L. SOTO, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT GERALD NUNO, the MANAGER of MARC RACINE LLC, an IL LLC, which is the of _____, an _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free voluntary act and deed and as the free and voluntary act and deed of said limited liability companies for the uses and purposes therein set forth.

Given my hand and notarial seal this 11th day of JULY, 2016.

Sonia L. Soto
Notary Public

My Commission Expires:

5/5/19



ACKNOWLEDGMENT

STATE OF IL)
COUNTY OF COOK) ss.

I, SONIA L. SOTO, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT LAURENCE WEINER the MANAGER of MARC RACINE LLC, an IL LLC, which is the _____ of _____, an _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free voluntary act and deed and as the free and voluntary act and deed of said limited liability companies for the uses and purposes therein set forth.

Given my hand and notarial seal this 11th day of July, 2016.

Sonia L. Soto
Notary Public

My Commission Expires:


5/5/19




IN WITNESS WHEREOF, Borrower has executed this Assignment the day and year first above written.

BORROWER:


MARC RACINE LLC,
an Illinois limited liability company

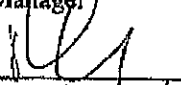
By: 
Name: Gerald L. Nudo
Title: Manager

By: 
Name: Laurence H. Weiner
Title: Manager

BMC RACINE LLC,
an Illinois limited liability company

By: BMC Advisors LLC, an Illinois limited liability company

By: 
Name: Scott Inbinder
Title: Manager

By: 
Name: David Lasky
Title: Manager

ACKNOWLEDGMENT

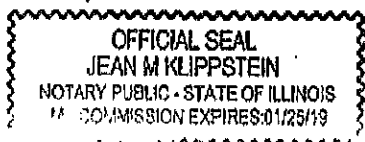
STATE OF Illinois)
COUNTY OF COOK) ss.

Jean M Klippstein a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott Imbinder, the Manager of BMC Racine LLC, an Illinois LLC, which is the of _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free voluntary act and deed and as the free and voluntary act and deed of said limited liability companies for the uses and purposes therein set forth.

Given my hand and notarial seal this 15th day of July, 2016.

Jean M Klippstein
Notary Public

My Commission Expires:
1/25/19



ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF COOK) ss.

Jean M Klippstein a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT David Lasky, the Manager of BMC Racine LLC, an Illinois LLC, which is the of _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free voluntary act and deed and as the free and voluntary act and deed of said limited liability companies for the uses and purposes therein set forth.

Given my hand and notarial seal this 11th day of July, 2016.

Jean M Klippstein
Notary Public



My Commission Expires:
1/25/19

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Parcel A:

Parcel 1 of Certified Survey Map No. 1255, recorded August 4, 1987 in Volume 3 of Certified Survey Maps, pages 652-657, as Document No. 1236698, being 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, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin. EXCEPTING THEREFROM those lands conveyed by Quit Claim Deed recorded as Document No. 1273582.

Parcel B:

Non-exclusive 17.5 foot easement for ingress and egress as depicted on CSM 1255 recorded at document number 1236698.

Tax Key No: 276-00-00-23901-000

Common Property Address: 2308 S. Green Bay Road, Racine, WI 53406

**SUBORDINATION,
NON-DISTURBANCE, AND
ATTORNMMENT AGREEMENT**

Document #: **2440784**

Date: 07-27-2016 Time: 03:49 PM Pages: 9

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Chicago Title Company - SPS Wisconsin

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies

this document has been electronically

recorded and returned to Chicago Title Company - SPS Wisconsin

Document Name

Recording Area

Name and Return Address:

Simone A Randolph

Bryan Cave

161 North Clark Street, Suite 4300

Chicago, IL 60601

276000023901000

Parcel Identification No. (PIN)

Drafted by Simone A Randolph

THIS PAGE IS PART OF THIS LEGAL DOCUMENT-DO NOT REMOVE

This information must be completed by submitter: document title, name & return address, and PIN. Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.

Subordination, Non-Disturbance, and Attornment Agreement

This subordination, non-disturbance, and attornment agreement (the "Agreement") is made and entered into as of the 26 day of July, 20 (the "Effective Date"), by and among Hobby Lobby Stores, Inc., an Oklahoma corporation, having a notice address of 7707 S.W. 44th Street, Oklahoma City, Oklahoma, 73179, Attn: Real Estate Department ("Tenant"), BMC Racine, LLC, an Illinois limited liability company and MARC Racine, LLC, an Illinois limited liability company (collectively "Landlord"), having a notice address, c/o Bonnie Management Corporation, 8430 W. Bryan Mawr Avenue, Suite 8500, Chicago, Illinois 60631, BMO Harris Bank N.A. having a notice address of 111 West Monroe St., Chicago, IL, Attn: Portfolio Manager ("Lender").

RECITALS

- A. Landlord is the owner of certain real property which is more fully described in Exhibit A of this Agreement (the "Premises");
- B. Lender is now or will be the owner and holder of a note (the "Note") evidencing a loan ("Loan") secured by a mortgage or deed of trust (as applicable, the "Mortgage") securing the Loan, in each case executed by Landlord to Lender which Mortgage is to be recorded in the county in which the Premises is located;
- C. Tenant is the Lessee under a lease dated July 11, 2012, as amended by letter agreement dated January 16, 2013, between Tenant and Landlord (the lease and all lease amendments are collectively referred to as the "Lease"), demising to Tenant a portion of the Premises and improvements (described in the Lease and in this Agreement as the "Leased Premises");
- D. The Mortgage constitutes or will constitute a first lien upon, among other things, the Premises and the current and future improvements, or a portion thereof; and
- E. The parties are entering into this Agreement as a condition precedent to Tenant's agreement to enter into the Lease and/or Lender's agreement to make the Loan to Landlord as evidenced by the Note.

TERMS AND CONDITIONS

For good and valuable consideration, the parties agree as follows:

1. Subordination. The Lease and all rights of Tenant in or to the Leased Premises are subordinated, and shall remain subordinate and junior, to the lien of the Mortgage and to the rights and interests of the holder of the Note and Mortgage as if the Mortgage had been duly executed, acknowledged, recorded, and the indebtedness secured thereby had been fully disbursed prior to the execution of the Lease or possession of the Leased Premises by Tenant. Tenant warrants to Lender that there has been no assignment of Tenant's leasehold interest in the Leased Premises to any other person.

2. Attornment. If the interests of Landlord in the Premises shall be transferred to and owned by Lender or any other person by reason of foreclosure or other proceedings brought by Lender in lieu of or pursuant to a foreclosure (as applicable, the "Successor"), or by any other manner prior to the expiration of the Lease, including any extensions and renewals of the Lease, and provided Successor assumes all of Landlord's obligations under the Lease,

(i) Tenant shall attorn to and accept Successor and recognize Successor as Tenant's Landlord under the Lease;

(ii) Successor shall recognize and accept Tenant as its tenant under the Lease;

(iii) the Lease shall continue, without further agreement, in full force and effect as a direct lease between Successor and Tenant for the remaining term of the Lease, together with all extensions and renewals now provided in the Lease, upon the same terms, covenants, and conditions as provided in the Lease; and

(iv) Successor shall thereafter assume and perform all of Landlord's obligations, as landlord under the Lease, and Tenant shall thereafter make all rent payments directly to Successor as set forth in the Lease.

3. Limitation of Liability. In the event of a foreclosure of or other execution on the Mortgage (by judicial process, power of sale or otherwise), or conveyance in lieu of foreclosure, Successor shall not:

(i) be liable to Tenant for any past acts, past omissions, or past defaults by prior Landlord unless such acts, omissions, or defaults are of a continuing nature or for which Successor was provided notice of such past acts, past omissions, or past defaults, and provided that nothing in this Agreement shall modify or reduce the obligation of Successor to perform all of the obligations of Landlord under the Lease once Successor succeeds to the interest of Landlord;

(ii) be liable to Tenant for any payment of rent made more than thirty (30) days in advance and not delivered to Successor; and

(iii) be bound by any amendment of the Lease entered into during the existence of Lender's lien under the Mortgage which (a) has the effect of reducing the rent payable by Tenant, reducing the term of the Lease, or materially increasing Landlord's obligation under the Lease, and (b) has not been consented to by Lender.

4. Tenant Allowance. Notwithstanding anything to the contrary in this Agreement, if Tenant is owed any tenant improvement allowance under the Lease, Tenant shall have the continuing right to abate and retain such amounts against rent until recouped in full as set forth in the Lease.

5. Cure by Lender of Landlord Defaults. On giving notice of any default to Landlord under the provisions of the Lease, Tenant agrees to also provide a copy of such notice to Lender. If Landlord defaults under any provision of the Lease, Lender shall have the right, but not the obligation, to cure any such default in the same manner and within the same period of time as provided in the Lease, and Tenant agrees to accept such performance by Lender under the Lease as though the same had been performed by Landlord. Such cure shall not reduce or otherwise limit any rights or remedies of Tenant under the Lease.

6. Lease Assignment. Tenant acknowledges that Landlord has assigned, or may assign, Landlord's interest in the Lease to Lender as additional security for its obligations under the Mortgage, and Landlord hereby irrevocably instructs Tenant to pay to Lender all rent and other sums due under the Lease immediately upon notice from Lender, provided Landlord agrees Tenant may rely on the notice from Lender under this section regardless of Landlord's dispute of the validity of such notice.

7. Non-Disturbance. So long as Tenant is not in default under the terms of the Lease (beyond any notice and period of time given Tenant to cure such default as provided in the Lease), Lender agrees, on behalf of itself and any other Successor that:

(i) Tenant shall not be made a party to any foreclosure, conveyance in lieu of foreclosure, conveyance, power of sale, sale, or other action or proceeding regarding or relating to the Mortgage occurring prior to the expiration of the Lease, including any extensions or renewals of the Lease;

(ii) Successor shall not affect the Lease, interfere with Tenant's possession of the Leased Premises, or Tenant's leasehold rights under the Lease;

(iii) Tenant shall not be disturbed in the quiet enjoyment and peaceful possession of the Leased Premises, subject to the terms and conditions of the Lease; and

(iv) The lien of the Mortgage does not and shall not encumber any property of Tenant located in or about the Leased Premises.

8. Insurance and Condemnation Proceeds. . In the event of an insured casualty, condemnation, or eminent domain, the Lease shall control with regard to the application of the proceeds from insurance, condemnation, or eminent domain.

9. Notice. All notices permitted or required to be given under this Agreement shall be in writing, shall be deemed properly given if addressed to the parties at the respective addresses set forth in the initial paragraph of this Agreement, or at such other address as is specified by notice by any party by certified mail, postage prepaid, return receipt requested, by delivery or attempted delivery by a nationally recognized overnight courier service, or by personal delivery.

10. Successors and Assigns. This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, representatives, successors and assigns

including, without limitation, each and every holder of the Note and Mortgage.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original and all of which taken together will constitute one original single agreement.

12. Modification. This Agreement may only be modified by an agreement signed by all parties.

13. Choice of Law. This Agreement shall be governed by the law in which the Premises are located.

This Agreement shall bind the parties only upon the execution by all parties and each party's receipt of an original of this Agreement signed and acknowledged by the other parties. If any party fails to execute this Agreement and deliver an executed original to the other party within fifteen (15) days of the Effective Date, this Agreement shall be null and void.

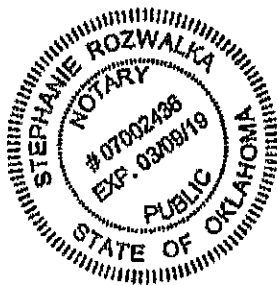
Tenant:

Hobby Lobby Stores, Inc.

By: Randy Childers
Randy Childers
Vice President, Real Estate

STATE OF OKLAHOMA)
)SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 7th day of July, 2016, by Randy Childers, as Vice President of Real Estate for Hobby Lobby Stores, Inc., an Oklahoma corporation, for and on behalf of such company.



My commission expires: March 9, 2019

Stephanie Rozwaska
NOTARY PUBLIC

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

LENDER:

BMO HARRIS BANK N.A., a national banking
association

By: [Signature]
Name: Gregory J. Long
Its: VP

STATE OF Illinois)
COUNTY OF Cook)ss.

The foregoing instrument was acknowledged before me this 15th day of July, 2016, by Jerry Lumpkins, the Vice President of BMW Harris Bank N.A., a national banking association, on behalf of said entity.

WITNESS my hand and official seal.

Melissa L. Andrews Sigger
Notary Public

[SEAL]

My commission Expires: _____



Landlord:

BMC Racine, LLC

By: BMC Advisors LLC

By:

Signature

Scott Imbuler, Manager
Printed Name and Title

MARC Racine, LLC

By:

Signature

Gerald Lee Nuro, Manager
Printed Name and Title

STATE OF Illinois)
COUNTY OF Cook)

SS:



The foregoing instrument was acknowledged before me this 15th day of July, 2016, by Scott Imbuler, as Manager, a _____, for and on behalf of such company.

My commission expires: 11/25/19

Jean M Klippstein
NOTARY PUBLIC

STATE OF IL)
COUNTY OF COOK)

SS:

The foregoing instrument was acknowledged before me this 15th day of July, 2016, by GERALD LEE NURO, as MANAGER, a _____, for and on behalf of such company.

My commission expires: 5/5/19

Sonia L. Soto
NOTARY PUBLIC



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel A:

Parcel 1 of Certified Survey Map No. 1255, recorded August 4, 1987 in Volume 3 of Certified Survey Maps, pages 652-657, as Document No. 1236698, being 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, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin. EXCEPTING THEREFROM those lands conveyed by Quit Claim Deed recorded as Document No. 1273582.

Parcel B:

Non-exclusive 17.5 foot easement for ingress and egress as depicted on CSM 1255 recorded at document number 1236698.

Tax Key No: 276-00-00-23901-000

Common Property Address: 2308 S. Green Bay Road, Racine, WI 53406

**SUBORDINATION,
NON-DISTURBANCE, AND
ATTORNMENMENT AGREEMENT**

Document #: **2440785**

Date: 07-27-2016 Time: 03:49 PM Pages: 8

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Chicago Title Company - SPS Wisconsin

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies
this document has been electronically
recorded and returned to Chicago Title Company - SPS Wisconsin

Document Name

Recording Area

Name and Return Address:

Simone A Randolph

Bryan Cave

161 North Clark Street, Suite 4300

Chicago, IL 60601

276000023901000

Parcel Identification No. (PIN)

Drafted by Simone A Randolph

THIS PAGE IS PART OF THIS LEGAL DOCUMENT-DO NOT REMOVE

This information must be completed by submitter: document title, name & return address, and PIN. Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.

After Recording, Return to:

Simone A Randolph

(The Above Space for Recorder's Use Only)

Subordination, Non-Disturbance and Attornment Agreement

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT, made as of the 26 day of July, 2016, by and between BMO HARRIS BANK N.A., a national banking association, having an office at 111 W. Monroe Street, Chicago, IL 60603 (the "**Mortgagee**") and BED BATH & BEYOND INC., a New York corporation, having an office at 650 Liberty Avenue, Union, New Jersey 07083 (the "**Tenant**").

WITNESSETH:

WHEREAS, Mortgagee is the holder of a mortgage covering a parcel of land owned by BMC Racine, LLC, an Illinois limited liability company and Marc Racine, LLC, an Illinois limited liability company, as successor-in-interest to R - O Associates of Racine Limited Partnership (the "**Landlord**") together with the improvements erected thereon (said parcel of land and improvements thereon being hereinafter referred to as the "**Shopping Center**" and being more particularly described on Exhibit A attached hereto and made a part hereof); and

WHEREAS, by a certain lease heretofore entered into between Landlord and Tenant dated as of July 23, 2002 (as amended and/or modified, the "**Lease**"), Landlord leased to Tenant a portion of the Shopping Center, as more particularly described in the Lease (the "**Premises**"); and

WHEREAS, a copy of the Lease has been delivered to Mortgagee, the receipt of which is hereby acknowledged; and

WHEREAS, Section 17.1 of the Lease provides that the Lease shall become subject and subordinate to a mortgage encumbering the fee interest of Landlord in and to the Shopping Center if and when a non-disturbance agreement is entered into with respect to such mortgage; and

WHEREAS, the parties hereto desire to effect the subordination of the Lease to the Mortgage and to provide for the non-disturbance of Tenant by Mortgagee.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Mortgagee hereby consents to and approves the Lease and the term thereof, including the options to extend the term as set forth in the Lease, and covenants and agrees that the exercise by Tenant of any of the rights, remedies and options therein contained shall not constitute a default under the Mortgage.

2. Tenant covenants and agrees with Mortgagee that the Lease hereby is made and shall continue hereafter to be subject and subordinate to the lien of the Mortgage, and to all modifications and extensions thereof (and such subordination shall not lessen or diminish Tenant's rights under the Lease), subject, however, to the provisions of this Agreement.

3. Mortgagee agrees that so long as the Lease shall be in full force and effect, and so long as Tenant shall not be in default under the Lease beyond any applicable notice and grace period:

(a) Tenant shall not be named or joined as a party or otherwise in any suit, action or proceeding for the foreclosure of the Mortgage or to enforce any rights under the Mortgage or the bond or note or other obligation secured thereby;

(b) The possession by Tenant of the Premises and Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise affected by (i) any suit, action or proceeding brought upon the Mortgage or the bond or note or other obligation secured thereby, or for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Premises or the Shopping Center, or any deed given in lieu of foreclosure, or by the exercise of any other rights given to any holder of the Mortgage or other documents as a matter of law, or (ii) any default under the Mortgage or the bond or note or other obligation secured thereby; and

(c) All condemnation awards and insurance proceeds paid or payable with respect to the Premises or any other part of the Shopping Center shall be applied and paid in the manner set forth in the Lease.

4. If Mortgagee or any future holder of the Mortgage shall become the owner of the Shopping Center by reason of foreclosure of the Mortgage or otherwise, or if the Shopping Center shall be sold as a result of any action or proceeding to foreclose the Mortgage, or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and the then owner of the Shopping Center, as "landlord", upon all of the same terms, covenants and provisions contained in the Lease, and in such event:

(a) Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the Renewal Periods, if Tenant elects or has elected to exercise its options to extend the term) and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease; and

(b) Such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the

Renewal Periods, if Tenant elects or has elected to exercise its options to extend the term) which such new owner hereby agrees to assume and perform and Tenant shall, from and after the date such new owner succeeds to the interest of "landlord" under the Lease, have the same remedies against such new owner for the breach of any covenant contained in the Lease that Tenant might have had under the Lease against Landlord if such new owner had not succeeded to the interest of "landlord"; provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including Landlord) unless such act or omission continues from and after the date upon which the new owner succeeds to the interest of such prior landlord;

(ii) subject to any defenses which Tenant may have against any prior landlord (including Landlord) unless resulting from any default or breach by such prior landlord which continues from and after the date upon which the new owner succeeds to the interest of such prior landlord;

(iii) subject to any offsets which Tenant may have against any prior landlord, except to the extent such offsets are expressly provided under the Lease and Mortgagee has received notice thereof and the opportunity to cure within the applicable time periods set forth in the Lease (it being further agreed that offsets under the Lease that were deducted by Tenant prior to the date upon which the new owner succeeds to the interest of such prior landlord shall not be subject to challenge);

(iv) bound by any fixed rent which Tenant might have paid for more than one month in advance of its due date under the Lease to any prior landlord (including Landlord), unless such additional rent is paid in accordance with the applicable provisions of the Lease; or

(v) bound by any amendment or modification of the Lease made without its consent (unless Mortgagee's consent is not required under the terms of the Mortgage); notwithstanding the foregoing, Mortgagee acknowledges that the Lease specifically provides for amendments thereof upon the occurrence of certain events described in the Lease (such as, for example, an amendment to the Lease confirming the measurement of the Premises), and, by its execution below, Mortgagee agrees to recognize such amendments as part of the Lease, and Mortgagee further agrees that such new owner shall also be bound by such amendment(s) to the Lease, without any consent on the part of Mortgagee or such new owner.

(c) Tenant's obligations hereunder shall be effective only so long as Mortgagee is bound to Mortgagee's obligations hereunder.

5. Tenant will notify Mortgagee of any default by Landlord under the Lease which would entitle Tenant to terminate the Lease or abate the rent payable thereunder and agrees that notwithstanding any provision of the Lease, no notice of termination thereof nor any abatement shall be effective unless Mortgagee has received the aforesaid notice and has failed to cure the subject default within the same time period allowed Landlord under the Lease. It is understood that the abatement provisions of this Section relate to abatements by reason of Landlord's default and do not apply to provisions of the Lease whereby Tenant has the automatic right to abate rentals such as, for example, abatement upon casualty or condemnation.

6. Neither the Mortgage nor any other security instrument executed in connection therewith shall encumber or be construed as subjecting in any manner to the lien thereof, any trade fixtures, signs or other personal Shopping Center at any time furnished or installed by or for Tenant or its subtenants or licensees on the aforementioned Shopping Center regardless of the manner or mode of attachment thereof.

7. Any notices of communications given under this Agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, or by any recognized overnight courier with proof of delivery slip, (a) if to Mortgagee, at the address of Mortgagee as hereinabove set forth or at such other address or persons as Mortgagee may designate by notice in the manner herein set forth, or (b) if to Tenant, at the address of Tenant as hereinabove set forth, with duplicate copies to General Counsel, c/o Bed Bath & Beyond Inc., 650 Liberty Avenue, Union, New Jersey 07083, or such other address or persons as Tenant may designate by notice in the manner herein set forth. All notices given in accordance with the provisions of this Section shall be effective upon receipt (or refusal of receipt) at the address of the addressee.

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

9. This Agreement contains the entire agreement between the parties and cannot be changed, modified, waived or canceled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.

NOTE: THIS AGREEMENT BY TENANT SHALL NOT BE EFFECTIVE UNLESS AND UNTIL ANY PRIOR MORTGAGES ON THIS SHOPPING CENTER HAVE BEEN SATISFIED SO THAT TENANT'S PRIOR AGREEMENTS TO ATTORN TO SAID MORTGAGES AND/OR TO SUBORDINATE ITS LEASE TO SAID MORTGAGEES SHALL HAVE BEEN EXTINGUISHED.

[signature pages follows]

10. This Agreement and the covenants herein contained are intended to run with and bind all lands affected thereby.

IN WITNESS WHEREOF, the parties hereto have duly executed this Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

MORTGAGEE:

WITNESS/ATTEST:

BMO HARRIS BANK N.A., a national banking association

(Assistant) Secretary

By: _____
Name: Jerry Lumpkins
Title: Vice President

STATE OF Illinois }
COUNTY OF Cook } ss.:

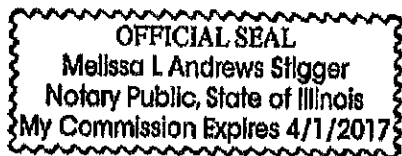
The foregoing instrument was acknowledged before me this 15th day of July, 2016, by Jerry Lumpkins the Vice President of BMO HARRIS BANK N.A., a national banking association on behalf of said corporation.

WITNESS my hand and official seal:

Melissa L. Andrews Stigger
Notary Public

My commission expires: _____

[SEAL]



WITNESS/ATTEST:

Alan M. Freeman
Alan M. Freeman
Assistant Secretary

TENANT:

BED BATH & BEYOND INC.

By: Allen N. Rauch
Allen N. Rauch
Vice President – Legal
General Counsel

STATE OF NEW JERSEY)
): ss.
COUNTY OF UNION)

On this 8 day of June, 2016, before me personally came Allan N. Rauch to me known, who being by me duly sworn, did depose and say that he is the Vice President – Legal, and General Counsel of Bed Bath & Beyond Inc., the corporation described in and which executed the above instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

Kathleen P. Currie
Notary Public

My Commission Expires:

KATHLEEN P CURRIE

ID # 17737

NOTARY PUBLIC

STATE OF NEW JERSEY

My Commission Expires Nov. 2, 2018

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Exhibit A

Legal Description of Shopping Center

PARCEL I: Parcel 1 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 City of Racine, County of Racine, State of Wisconsin.

PARCEL II: Easement for ingress and egress for the benefit of Parcel I as disclosed in Easement, Maintenance and Recapture Agreement entered into by and between Racine County, Wisconsin and McDonald's Corporation, a Delaware corporation, dated October 2, 1986 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on October 23, 1986 in Volume 1827 of Records, at page 189, as Document No. 1209322. Said land being in the City of Racine, County of Racine, State of Wisconsin.

**SUBORDINATION,
NON-DISTURBANCE, AND
ATTORNMENMENT AGREEMENT**

Document #: **2440786**

Date: 07-27-2016 Time: 03:49 PM Pages: 13

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Chicago Title Company - SPS Wisconsin

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies
this document has been electronically
recorded and returned to Chicago Title Company - SPS Wisconsin

Document Name

Recording Area

Name and Return Address:

Simone A Randolph

Bryan Cave

161 North Clark Street, Suite 4300

Chicago, IL 60601

276000023901000

Parcel Identification No. (PIN)

Drafted by Simone A Randolph

THIS PAGE IS PART OF THIS LEGAL DOCUMENT-DO NOT REMOVE

This information must be completed by submitter: document title, name & return address, and PIN. Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
T AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
T AGREEMENT (this "Agreement") is made and entered into as of July 7, 2016, by
and among BMO Harris Bank, N.A. ("Lender"), BMC Racine, LLC and MARC
Racine, LLC ("Landlord") and The TJX Companies, Inc. ("Tenant").

RECITALS:

WHEREAS, Lender is the holder of a Promissory Note which is secured,
inter alia, by a Mortgage and Security Agreement (the "Mortgage") and
Assignment of Lease and Rents (the "Lease Assignment") covering certain real
property more particularly described in the Mortgage known as Regency Point
Shopping Center located in Racine, WI and described further in Schedule A, a copy
of which is attached hereto (hereinafter referred to as "Property"); and

WHEREAS, Landlord and Tenant are the current holders of the interests
of landlord and tenant under a Lease dated December 30, 1994 as the same has been
amended from time to time (the "Lease"), whereby Landlord demised to Tenant a
portion of the Property (the "Demised Premises"). All capitalized terms used herein
and not otherwise defined shall have the meanings ascribed to them in the Lease.

NOW THEREFORE, in consideration of the mutual promises herein
contained and other good and valuable consideration, the receipt and sufficiency of
which are hereby acknowledged, Tenant, Landlord and Lender, intending to be
legally bound hereby, covenant and agree as follows:

1. **SUBORDINATION.** This Lease shall be and is hereby made
subordinate to the lien of (but not the terms and conditions of) the Mortgage and to
all increases, renewals, modifications, amendments, consolidations and extensions
thereof.

2. **NON-DISTURBANCE.** Provided that Tenant is not in default
under the Lease of such a nature as would permit Landlord to terminate the Lease
pursuant to default provisions of the Lease, Lender shall not, in the exercise of any
right, remedy, or privilege granted by the Mortgage or the Lease Assignment, or
otherwise available to Lender at law or in equity:

(i) disturb Tenant's possession, enjoyment, use or occupancy of the
Demised Premises and the appurtenant rights thereto under the Lease during
the term of the Lease (including any extensions, renewal, or modification
thereof); or

(ii) join or name Tenant as a party to any foreclosure or other
proceeding instituted by Lender to enforce the terms of the Mortgage or the
Lease Assignment against Landlord.

In the event Lender comes into possession of or acquires title to all
or any portion of the Property as a result of any enforcement of the
Mortgage, or any other means, Tenant shall peaceably and quietly have,
hold and enjoy the Demised Premises and the rights of Tenant appurtenant

thereto for the term of the Lease as the same may be extended, subject to the terms, covenants, conditions, provisions and agreements thereof.

3. ATTORNMEN. In the event Lender comes into possession of or acquires title to all or any portion of the Property as a result of foreclosure or other enforcement of the Mortgage, or as a result of any other means, Lender agrees to recognize Tenant's possession of the Demised Premises and Tenant agrees to attorn to and accept Lender as landlord under the Lease for the balance then remaining of the term of the Lease, subject to all of the terms and conditions of the Lease.

Upon any attornment under this Paragraph 3, the Lease shall continue in full force and effect as a direct lease between Tenant and Lender and Lender will assume and perform all of Landlord's obligations under the Lease except that Lender shall not be:

(i) liable for any damages for any breach, act or omission of any prior landlord under the Lease except for acts or omissions of a continuing nature which continue after such time as Lender comes into possession of or acquires title to all or any portion of the Property; or

(ii) subject to any offsets, claims or defenses which Tenant might have against any prior landlord including Landlord except to the extent such right of offset or defense is specifically set forth in the Lease, or unless Lender was previously notified of the act or event giving rise to such offset or defense; or

(iii) bound by any rent or additional rent or other payment in lieu of rent which Tenant might have paid to any prior landlord more than 30 days in advance of its due date under the Lease, unless such prepayment is required pursuant to the terms of the Lease; or

(iv) bound by any amendment or modification to the Lease which has the effect of decreasing the rent payable under the Lease, or decreasing the term of the Lease made without Lender's written consent which consent shall not be unreasonably withheld, conditioned or delayed; or

(v) be liable for any security deposit unless actually received by Lender.

4. RENTS. Landlord hereby advises Tenant that the Lease Assignment provides for the direct payment to Lender of all rents and other monies due and to become due to Landlord under the Lease upon the occurrence of certain conditions as set forth in the Lease Assignment without Lender's taking possession of the Demised Premises or otherwise assuming Landlord's position or any of Landlord's obligations under the Lease. After written notice is given to Tenant by Lender in form reasonably acceptable to Tenant, that Landlord has defaulted under the Mortgage and that the rentals under the Lease should be paid to Lender, Tenant shall pay to Lender, or in accordance with the direction of Lender all rentals and other monies due and to become due to the Landlord under the Lease, and Landlord hereby expressly authorizes Tenant to make such payments as directed by Lender and hereby releases and discharges Tenant of, and from any liability to Landlord on account of any such payments. Tenant shall have no responsibility to ascertain

whether such demand by Lender is permitted under the Mortgage or the Lease Assignment. Furthermore, in connection with the aforesaid, and notwithstanding anything to the contrary contained elsewhere, Landlord, its successor and/or assigns hereby agree to indemnify and hold harmless Tenant against any expenses, claims, losses, or damages incurred by Tenant resulting from or arising out of claims by Landlord, its successors or assigns that such rental payments should not have been, or cannot be, made to Lender or the like.

5. DEFAULT NOTICES TO LENDER. So long as the Mortgage is in force and effect, Tenant agrees not to terminate the Lease by reason of default by Landlord under the Lease without giving prior written notice thereof to Lender and Lender shall have the right (but not the obligation until Lender comes into possession of or acquires title to all or any part of the Property) to cure any of Landlord's defaults under the Lease within the same time period as is available to Landlord for the curing thereof under the Lease after receipt of such notice except Tenant shall have the right to exercise its enumerated termination rights set forth in the Lease without giving Lender notice or the opportunity to cure.

6. NOTICES. All notices and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, such as Federal Express or Airborne Express, and shall be deemed given when received and addressed as noted below, or to such other address or addresses as shall from time to time be designated by notice by any party to the others as herein provided.

| | |
|--------------|--|
| If to Tenant | The TJX Companies, Inc. 770 Cochituate Road Framingham, MA 01701 Attn: Vice President - Real Estate |
|--------------|--|

| | |
|---------------|--|
| If to Lender: | BMO Harris Bank, N.A. 111 W. Monroe Street Chicago, IL 60603 |
|---------------|--|

Any party may change the place that notices are to be sent by written notice delivered in accordance with this Agreement.

7. SUCCESSORS AND ASSIGNS. As used in this Agreement, the term "Tenant" shall mean Tenant and any subsequent holder or holders of an interest of the lessee under the Lease, and the term "Lender" shall mean Lender or any other subsequent holder or holders of the Mortgage or any party becoming a mortgagee in possession or acquiring title to the Property or the Demised Premises by purchase at a foreclosure sale, deed in lieu of foreclosure, other enforcement of the Mortgage, by deed of the Lender, or otherwise. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The terms Lease, Mortgage and Lease Assignment shall include any and all amendments, modifications, replacements, substitutions, extensions, renewals and supplements thereto. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable shall not affect any other provisions of

✓

this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8. RECORDATION. Mortgagee agrees to record this agreement promptly upon full execution of the same. Upon recorded satisfaction of the Mortgage, this Agreement shall become null and void and be of no further effect.

This page ends here.

9. AUTHORITY. The individuals executing this Agreement hereby represent and warrant that they are empowered and duly authorized to so execute this agreement on behalf of the parties they represent.

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

WITNESS:

LENDER:

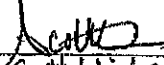
BMO Harris Bank, N.A.

By: _____
Name: _____
Its: _____

WITNESS:

LANDLORD:

BMC Racine, LLC
By: BMC Advisors, LLC

By: 
Name: Scott Tubin
Its: Manager

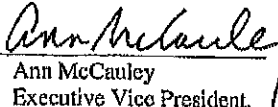
Marc Racine, LLC

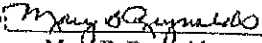
By: _____
Name: _____
Its: _____

WITNESSES AS TO BOTH:

TENANT:

The TJX Companies, Inc.

By: 
Ann McCauley
Executive Vice President,
General Counsel and
Secretary

By: 
Mary B. Reynolds
Senior Vice President,
Corporate Treasurer

9. AUTHORITY. The individuals executing this Agreement hereby represent and warrant that they are empowered and duly authorized to so execute this agreement on behalf of the parties they represent.

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

WITNESS:

LENDER:

BMO Harris Bank, N.A.

By: _____
Name: _____
Its: _____

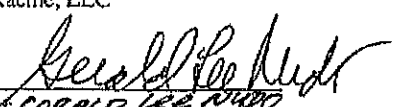
WITNESS:

LANDLORD:

BMC Racine, LLC

By: _____
Name: _____
Its: _____


Marc Racine, LLC

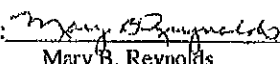
By: 
Name: GERALD LEE NIDO
Its: MANAGER

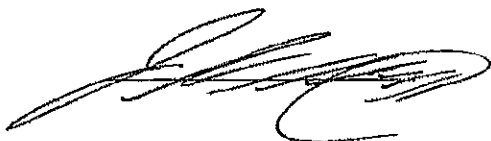
WITNESSES AS TO BOTH:

TENANT:

The TJX Companies, Inc.

By: 
Ann McCauley
Executive Vice President,
General Counsel and
Secretary

By: 
Mary B. Reynolds
Senior Vice President,
Corporate Treasurer



LENDER'S ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
day of _____, 2016 by _____ and
_____ on behalf of _____.

Notary Public
My Commission Expires:

LANDLORD'S ACKNOWLEDGMENT

STATE OF Illinois)
) SS.
CITY/COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 18th
day of July, 2016 by Scott Inbinder and
_____ on behalf of BWG Racine LLC.



Jean M Klippstein
Notary Public
My Commission Expires:

STATE OF _____)
) SS.
CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
day of _____, 2016 by _____ and
_____ on behalf of _____.

Notary Public
My Commission Expires:

LENDER'S ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) SS.
_____)

The foregoing instrument was acknowledged before me this _____
day of _____, 2016 by _____ and
_____ on behalf of _____.

Notary Public
My Commission Expires:

LANDLORD'S ACKNOWLEDGMENT

STATE OF _____)
CITY/COUNTY OF _____) SS.
_____)

The foregoing instrument was acknowledged before me this _____
day of _____, 2016 by _____ and
_____ on behalf of _____.

Notary Public
My Commission Expires:

STATE OF ILLINOIS)
CITY/COUNTY OF COOK) SS.
_____)

The foregoing instrument was acknowledged before me this 15th
day of July, 2016 by GERALD NUNO and
_____ on behalf of MARC RACING LLC

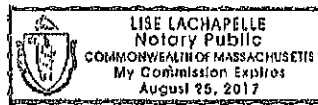
Sonia L. Soto
Notary Public
My Commission Expires: 5/5/19



TENANT'S ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF MIDDLESEX)

The foregoing instrument was acknowledged before me this 7th day of July, 2016 by Ann McCauley, Executive Vice President, General Counsel and Secretary and Mary B. Reynolds, Senior Vice President, Corporate Treasurer, of The TJX Companies, Inc., on behalf of the corporation.



Lisa Lockapelle
Notary Public
My Commission Expires: 9-25-2017

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

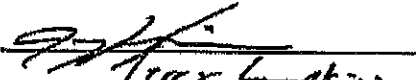
LENDER:

BMO HARRIS BANK N.A., a national banking association

By:

Name:

Its:



Greg L. [unclear]
VPO

STATE OF Illinois)
COUNTY OF Cook)ss.

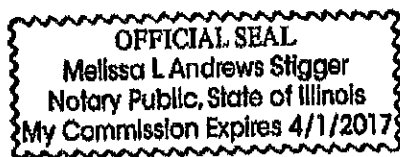
The foregoing instrument was acknowledged before me this 15th day of July, 2016, by Jerry Lumpkins, the Vice President of BMO Harris Bank N.A., a national banking association on behalf of said entity.

WITNESS my hand and official seal.

Melissa L. Andrews Stigger
Notary Public

[SEAL]

My commission Expires: _____



SCHEDULE A

The Demised Premises consist of part of a one-story building, which the parties conclusively agree, for all purposes under this Lease, contain twenty seven thousand (27,000) square feet of floor area having a frontage and width of one hundred fifty (150) feet and other dimension as shown upon the plan attached hereto ("the Lease Plan"), and are a portion of the premises within the Shopping Center referred to hereinbelow labeled Area A on the Lease Plan. No change shall be made to any area within the Critical Area in the Lease Plan without Tenant's consent, in its sole discretion. No change shall be made outside the Critical Area which would adversely affect Tenant's access or visibility, in other than a de minimus manner. In addition, Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading dock and trash storage area for Tenant's delivery and removal activities and for Tenant's compactor, dumpster and/or trash receptacles. Landlord agrees that the name of the Shopping Center shall not contain the trade name of any business operated in the Shopping Center.

The Demised Premises are situated within the so-called Regency Point Shopping Center, constructed by Landlord as herein provided, at the northwest corner of the intersection of Regency Drive and Greenbay Road (herein collectively referred to as "the Main Streets") in Racine, Wisconsin. The Shopping Center is the land, together with the buildings and other structures from time to time thereon, shown on the Lease Plan, and is more particularly described as follows:

(legal description)

PARCEL 1: Parcel I 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 City of Racine, County of Racine, State of Wisconsin.

Tax Statement: 23901

**SUBORDINATION,
NON-DISTURBANCE, AND
ATTORNMEN AGREEMENT**

Document #: **2440787**

Date: 07-27-2016 Time: 03:49 PM Pages: 8

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Chicago Title Company - SPS Wisconsin

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies
this document has been electronically
recorded and returned to Chicago Title Company - SPS Wisconsin

Document Name

Recording Area

Name and Return Address: *prepared by:*
BMO Harris Bank N.A.
111 West Monroe Street
Chicago, IL 60603

276000023901000

Parcel Identification No. (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT-DO NOT REMOVE

This information must be completed by submitter: document title, name & return address, and PIN. Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.

SUBORDINATION, NON-DISTURBANCE AND ATTORNEY AGREEMENT

| | |
|---|--|
| BMO Harris Bank N.A. 111 West Monroe Street Chicago, Illinois 60603 Attention: Portfolio Manager | Lender Loan No. _____ Re: Regency Point Shopping Center, Racine, Wisconsin |
|---|--|

The undersigned, DSW Shoe Warehouse, Inc., ("Tenant") understands that BMO Harris Bank N.A. ("Lender") has made or will be making a loan (the "Loan") to BMC Racine, LLC, an Illinois limited liability company and MARC Racine, LLC (collectively "Landlord") secured by a mortgage or deed of trust (the "Mortgage") encumbering the real property (the "Property") described on Exhibit A, attached hereto and made a part hereof. Tenant and Landlord entered into a lease agreement dated September 10, 2014, (the "Lease") by which Tenant leased from Landlord certain premises commonly known DSW Designer Shoe Warehouse #29538 (the "Leased Premises"), and constituting a portion of the Property. Tenant desires to be able to obtain the advantages of the Lease and occupancy thereunder in the event of foreclosure of the Mortgage and Lender wishes to have Tenant confirm the priority of the Mortgage over the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. Tenant hereby subordinates all of its right, title and interest under the Lease to the lien, operation and effect of the Mortgage and any other mortgages (as the same may be modified and/or extended from time to time) now or hereafter in force against the Property, and to any and all existing and future advances made under such Mortgage and any other mortgages.
2. In the event that Lender becomes the owner of the Property by foreclosure, deed in lieu of foreclosure, or otherwise, then (i) Tenant agrees to unconditionally attorn to Lender and to recognize it as the owner of the Property and the Landlord under the Lease, and (ii) Lender agrees that it is bound by the Lease. With respect to subsection (ii) hereof, Tenant agrees that Lender shall not be:
 - (a) liable for any act or omission of any prior landlord (including Landlord), other than correcting or curing defaults of a prior landlord which are of an ongoing nature;
 - (b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord);
 - (c) bound by any rent or additional rent which Tenant might have paid to any prior landlord (including Landlord) more than thirty (30) days in advance of the due date under the Lease;
 - (d) bound by any security deposit which Tenant may have paid to any prior landlord (including Landlord), unless such deposit was received by Lender; or
 - (e) bound by any amendment or modification of the Lease entered into without Lender's consent, not to be unreasonably withheld, conditioned or delayed.

The Lender agrees not to terminate the Lease or disturb or interfere with Tenant's possession of the Leased Premises during the term of the Lease, or any extension or renewal thereof, so long as Tenant is not in default under the Lease beyond applicable notice, grace and cure periods, if any.

3. Tenant agrees to commence paying all rents, revenues and other payments due under the Lease directly to Lender after Lender notifies Tenant that Lender is the owner and holder of the Loan and is invoking Lender's rights under the Loan documents to directly receive from Tenant all rents, revenues and other payments due under the

Lease. By making such payments to Lender, Tenant shall be deemed to have satisfied all such payment obligations to Landlord under the Lease.

4. This Agreement shall inure to the benefit of Lender's affiliates, agents, co-lenders and participants, and each of their respective successors and assigns (each a "Lender Party" and collectively, the "Lender Parties").

IN WITNESS WHEREOF, the parties hereto have caused this Subordination, Non-Disturbance and Attornment Agreement to be duly executed as of the 25 day of July, 2016.

TENANT:

DSW Shoe Warehouse, Inc.

By: Stephen D. Ramey

Name: Stephen D. Ramey

Title: V.P., Real Estate

LANDLORD:

~~BMC Racine, LLC~~
~~R-O Associates of Racine Limited Partnership~~

By: Scott Imbruler

Name: Scott Imbruler

Title: Manager

Marc Racine, LLC

By: Gerald Lee Nydro

Name: GERALD LEE NYDRO

Title: MANAGER

LENDER:

BMO Harris Bank N.A.

By: _____

Name: _____

Title: _____

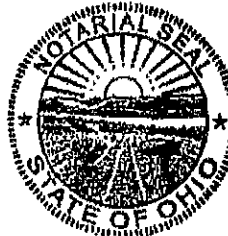
STATE OF OHIO :
COUNTY OF FRANKLIN : ss.

The foregoing instrument was acknowledged before me this 11th day of JULY, 2016 by Stephen D. Ramey, the VP, Real Estate DSW Shoe Warehouse, Inc., a Missouri corporation, for and on behalf of said corporation.

Christina Otero

Notary Public

My Commissions Expires: N/A



Christina Otero, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

STATE OF ILLINOIS :
COUNTY OF COOK : ss.

The foregoing instrument was acknowledged before me this 25th day of April, 2016 by Scott Urbinder (name), Manager (title) of DMC Racine LLC, for and on behalf of said corporation.

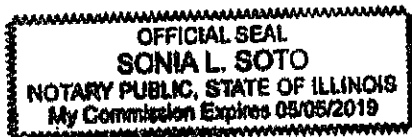
[Signature]
Notary Public
My Commissions Expires: 10/25/18



STATE OF ILLINOIS :
COUNTY OF COOK : ss.

The foregoing instrument was acknowledged before me this 26 day of July, 2016 by GERALD LEE NURO (name), MANAGER (title) of MARC RACINE LLC for and on behalf of said corporation.

Sonia L. Soto
Notary Public
My Commissions Expires: 5/5/19



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

LENDER:

BMO HARRIS BANK N.A., a national banking association

By: _____

Name: _____

Its: _____

[Signature]
Ray Langhorne
VPO

STATE OF Illinois)
COUNTY OF Cook)ss.

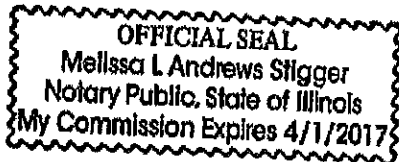
The foregoing instrument was acknowledged before me this 15th day of July, 2016, by Jerry Lumpkin, the Vice President of BMO Harris Bank N.A., a national banking association, on behalf of said entity.

WITNESS my hand and official seal.

Melissa L. Andrews Stigger
Notary Public

[SEAL]

My commission Expires: _____



OSW Store No. 29638, Regency Point Shopping Center, Racine, WI

EXHIBIT A

Legal Description for SNDA

Parcel A:

Parcel 1 of Certified Survey Map No. 1255, recorded August 4, 1987 in Volume 3 of Certified Survey Maps, pages 652-657, as Document No. 1236698, being 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, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin. EXCEPTING THEREFROM those lands conveyed by Quit Claim Deed recorded as Document No. 1273582.

Parcel B:

Non-exclusive 17.5 foot easement for ingress and egress as depicted on CSM 1255 recorded at document number 1236698.

Tax Key No: 276-00-00-23901-000

Common Property Address: 2308 S. Green Bay Road, Racine, WI 53406