



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:2/7/20 11:03 am
Last Revised on:2/7/20 11:03 am
Printed on:2/7/20 11:03 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: 12/20/2019 at 8:00 am

Owner(s) of record:JPMCC 2003-ML1 Green Bay Retail, LLC

Property address:2211 S Green Bay Road, Racine, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: See "Exhibit A" attached

Tax Key No: 23876017

Mortgages / Leases / Land Contracts / UCC

Rights of lessees under unrecorded leases, if any.

Memorandum of Lease and other matters contained in instrument recorded March 15, 1989, in Volume 1953, Page 450, as Document No. 1278282.

Memorandum of Lease and other matters contained in instrument recorded June 10, 1993, in Volume 2262, Page 247, as Document No. 1421690.

Declaration of Notice of Lease and other matters contained in instrument recorded November 22, 1999, in Volume 2981, Page 683, as Document No. 1709213.

Assignment of Lease and other matters contained in instrument recorded November 22, 1999, in Volume 2981, Page 690, as Document No. 1709214.

Assignment and Assumption Agreement and other matters contained in instrument recorded November 22, 1999, in Volume 2981, Page 696, as Document No. 1709215.

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.

Rights of the public in any portion of the Land lying below the ordinary high water mark of Pond, and rights of the government to regulate the use of the shore and riparian rights. This Report does not insure the exact location of any portion of the Land created by gradual buildup of the shore (accretion) or the lowering of the water level (reliction), or the title to land cut off by a change in the course of the water body (avulsion), or to artificially filled land.

Easements, restrictions and other matters shown on Certified Survey Map 1169 recorded September 30, 1986 as Document No. 1207187.

Easements, restrictions and other matters shown on Certified Survey Map 1276 recorded November 9, 1987 as Document No. 1243887.





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: 2/7/20 11:03 am
Last Revised on: 2/7/20 11:03 am
Printed on: 2/7/20 11:03 am

Easements, restrictions and other matters shown on Certified Survey Map 1395 recorded February 20, 1989 as Document No. 1276690. Along with Affidavit recorded March 2, 1989, in Volume 1952, Page 26, as Document No. 1277469.

Easement and other matters contained in the instrument recorded April 9, 1980 in Volume 1557, Page 345 as Document No. 1071196.

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

Wisconsin Natural Gas Company Easement and other matters contained in the instrument recorded August 22, 1969 in Volume 1028, Page 69 as Document No. 858012.

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded August 23, 1977 in Volume 1397, Page 123 as Document No. 1008628.

Slope Easement and other matters contained in the instrument recorded July 26, 1979 in Volume 1518, Page 586 as Document No. 1056790. Along with Amendment to Slope Easement and Landscape Agreement recorded April 18, 1990, in Volume 2009, Page 965, as Document No. 1308115.

Easements, restrictions and other matters shown on Certified Survey Map 1986 recorded September 5, 1997 as Document No. 1593585.

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded March 18, 1981 in Volume 1605, Page 212 as Document No. 1087781. Along with Assignment of Easement Rights recorded September 2, 2014, as Document No. 2388767.

Landscape Easement Agreement and other matters contained in the instrument recorded May 21, 1981 in Volume 1615, Page 210 as Document No. 1090987.

Landscape Easement Agreement and other matters contained in the instrument recorded May 21, 1981 in Volume 1615, Page 215 as Document No. 1090988.

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

Declaration of Easements and Restrictions and other matters contained in the instrument recorded September 7, 1988 in Volume 1929, Page 653 as Document No. 1265306. Along with Addendum to Declaration of Easements and Restrictions recorded April 19, 1990, in Volume 2010, Page 126, as Document No. 1308183. Also along with Amendment to Declaration of Easements and Restrictions recorded June 28, 1991, in Volume 2077, Page 748, as Document No. 1343367. Also along with First Amendment to Declaration of Easements and Restrictions recorded February 2, 2000 in Volume 3001, Page 100, as Document No. 1716543.

Reciprocal Easement and Operation Agreement and other matters contained in the instrument recorded July 2, 1991 in Volume 2078, Page 789 as Document No. 1343832. Along with First Amendment to Reciprocal Easement and Operation Agreement recorded October 19, 1992, in Volume 2194, Page 169, as Document No. 1393873.

Consent Agreement and other matters contained in the instrument recorded February 2, 2000 in Volume 3001, Page 91 as Document No. 1716541.

Access Road Agreement and other matters contained in the instrument recorded August 8, 2008 as Document No. 2184341.

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded November 6, 1991 in Volume 2102, Page 789 as Document No. 1355266. Along with Assignment of Easement Rights recorded September 2, 2014, as Document No. 2388769.





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: 2/7/20 11:03 am
Last Revised on: 2/7/20 11:03 am
Printed on: 2/7/20 11:03 am

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded March 4, 1992 in Volume 2129, Page 766 as Document No. 1366811. Along with Assignment of Easement Rights recorded September 2, 2014, as Document No. 2388768.

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded May 27, 1993 in Volume 2257, Page 269 as Document No. 1419681. Along with Assignment of Easement Rights recorded September 2, 2014, as Document No. 2388770.

Judgments / Liens

Construction Lien filed June 1, 2018, in favor of Marathon Commercial Services Inc., 2332 N Sylvania Ave, Sturtevant, WI, 53177 against JPMCC 2003-ML1 Green Bay Retail, LLC, 301 Bedford St, Suite 1, c/o CT Corporation System, Madison, WI, 53703 in the amount of 95105.22, Case No. 2018-CL-16.

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 \$240,123.69, and all prior years are paid.

Other Matters

None

Footnotes

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

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

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).



EXHIBIT A

Parcel I: That part of the West ½ of Section 24, Township 3 North, Range 22 East, including part of Certified Survey Map No. 1169 and part of Certified Survey Map No. 1276, bounded as follows: Begin at a point on the East-West ¼ line of said Section 24 located North 89° 08' 05" West 326.13 feet from a brass-capped iron monument marking the center of said Section 24; run thence South 00° 08' 19" East 733.22 feet to an iron pipe; thence South 89° 51' 41" West 200.00 feet to an iron pipe; thence South 00° 08' 19" East 400.00 feet; thence South 89° 51' 41" West 652.51 feet to an iron rod marking the Southeast corner of certified Survey Map No. 1395; thence North 00° 08' 19" West, along the Easterly boundary of said Certified Survey Map No. 1395, 323.0 feet to an iron rod; thence South 89° 51' 41" West, along the Northerly boundary of said Certified Survey Map No. 1395, 640.0 feet to an iron rod on the Easterly line of State Trunk Highway "31"; thence North 11° 49' 57" East, along the Easterly line of said highway, 260.89 feet to an iron pipe; thence North 12° 21' 20" East, along the Easterly line of said highway, 70.57 feet to an iron pipe; thence continue along the Easterly line of said highway 280.15 feet along the arc of a curve concave Easterly whose radius is 16,310.22 feet and whose chord bears North 14° 23' 41" East, 280.15 feet to an iron pipe marking the Southwesterly corner of Certified Survey Map No. 1276; thence North 84° 51' 00" East, along the Southerly boundary of said Certified Survey Map No. 1276, 195.0 feet to an iron pipe; thence North 69° 29' 00" East, along the Southerly boundary of said Certified Survey Map No. 1276, 222.08 feet to an iron pipe; thence North 18° 07' 00" East, along the Easterly boundary of said Certified Survey Map No. 1276, 12.42 feet; thence South 88° 27' 33" West, 2.75 feet; thence 74.61 feet along the arc of a curve concave Northeasterly whose radius is 47.5 feet and whose chord bears North 46° 32' 27" West, 67.18 feet to the North line of said Certified Survey Map No. 1276, which is also the South line of Certified Survey Map no. 1169; thence North 01° 32' 27" West, 230.0 feet to the North line of said Certified Survey Map No. 1169, which is also the South line of 21st Street; thence North 88° 27' 33" East, along the South line of 21st Street, 452.31 feet to an iron pipe; thence continue along the South line of 21st Street 566.49 feet along the arc of a curve concave Southerly whose radius is 1,333.69 feet and whose chord bears South 79° 22' 21" East, 562.24 feet to an iron pipe; thence South 00° 08' 19" East, 73.45 feet to the point of beginning. EXCEPTING THEREFROM Certified Survey Map No. 1528, being a redivision of a portion of Lot 1, Certified Survey Map No. 1395, in the Northwest ¼ of the Southwest ¼ of Section 24 and unplatted lands located in the Northwest ¼ of the Southwest ¼ of Section 24, Township 3 North, Range 22 East. ALSO EXCEPTING THEREFROM Lands conveyed in Warranty Deed recorded in Volume 3001, at page 87, as Document No. 1716540, which was corrected by Affidavit of Correction recorded in Volume 3027, Page 309, as Document No. 1726398. Said land being in the City of Racine, County of Racine, State of Wisconsin.

Parcel II: Lot 1, Certified Survey Map No. 1395, recorded in the Office of the Register of Deeds for Racine County, Wisconsin on February 29, 1989, in Volume 4 of Certified Survey Maps, Pages 351-352, as Document No. 1276690, located in the North ½ of the Southwest ¼ of Section 24, Township 3 North, Range 22 East. EXCEPTING THEREFROM Certified Survey Map No. 1528, being a redivision of a portion of Lot 1, Certified Survey Map No. 1395, in the Northwest ¼ of the Southwest ¼ of Section 24 and unplatted lands located in the Northwest ¼ of the Southwest ¼ of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, County of Racine, State of Wisconsin.

For informational purposes only

Property Address: 2211 S Green Bay Road, Racine, WI 53406

Tax Key No.: 23876017



19

1079141

Search powered by



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

City of Racine Web Portal - Property Summary

Property: 23876017

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2018 ▼	Real Estate	23876017	276 - CITY OF RACINE	2211 S GREEN BAY RD	JPMCC 2003- ML1 GREEN BAY RETAIL LLC 1601 WASHINGTON AVE , UNIT 700 700 MIAMI BEACH FL 33139
Tax Year Legend: ⚡\$ = owes prior year taxes ☒ = not assessed Ⓢ = not taxed Delinquent Current					

Summary

Property Summary

Parcel #:	23876017
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	7/11/2017
Historical Date:	
Acres:	0.000

Property Addresses

Primary ▲	Address
☒	2211 S GREEN BAY RD RACINE 53406

Owners

Name	Status	Ownership Type	Interest
JPMCC 2003- ML1 GREEN BAY RETAIL LLC	CURRENT OWNER		0.00

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Legal Description

W 1/2 SECTION 24-3-22 PT DESC VOL 1929 RECS PGS 609- 611 + LOT 1 CSM NO 1395 DESC VOL 4 CSM PG 351, EXC PT PCL NO 1 CSM NO 1528 DESC VOL 4 CSM PGS 699-700 + EXC LOT 1 CSM NO 1986 DESC VOL 6 CSM PGS 70-71, N OF REGENCY MALL, S OF TWENTYFIRST ST + E OF S GREEN BAY RD 25.755 AC MOL (FKA HIGHRIDGE HOSPITAL SITE)

Public Land Survey - Property Descriptions

No Property Descriptions were found

District

Code ▲	Description	Category
0600	GATEWAY TECHINICAL 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: **8341800**Assessment Ratio: **0.9830**Legal Acres: **0.000**

2018 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	6731500	1468500	8200000
ALL CLASSES	0.000	6731500	1468500	8200000

2017 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	6731500	1468500	8200000
ALL CLASSES	0.000	6731500	1468500	8200000

Taxes

Tax Summary

Bill #: 26175	Net Mill Rate: 0.029166790
---------------	-----------------------------------

Lottery Credits

Claims	Date	Amount
0		0.00

Installments

Due Date ▲	Amount
1/31/2019	60800.43
3/31/2019	59774.42
5/31/2019	59774.42
7/31/2019	59774.42

Payments

Status	Payment Date ▲	Type	Amount	Receipt #	Notes
Posted	1/31/2019	T	60800.43	99330	CORELOGIC COMMERCIAL REAL ESTATE SERVICES INC 7111119
Posted	3/20/2019	T	59774.42	103905	JPMCC 2003-ML1 GREENABY RETAIL, LLC #1295
Posted	5/29/2019	T	59774.42	111538	JPMCC 2003-ML1 GREENBAY RETAIL, LLC #1317
Posted	7/24/2019	T	59774.42	116642	JPMCC 2003-ML1 GREEN BAY RETAIL LLC 1342

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	254137.40	-	-
School Credit	14969.72	-	-
☒ Total	239167.68	-	-
GATEWAY TECHINICAL COLLEGE	6710.86		
LOCAL	135599.65		
RACINE COUNTY	28404.90		
STATE OF WISCONSIN	0.00		
UNIFIED SCHOOL	68452.27		
First Dollar Credit	69.99	-	-
Lottery Credit	0.00	-	-
Net Tax	239097.69	239097.69	0.00
Special Assessments	0.00	0.00	0.00
☒ Special Charges	1026.00	1026.00	0.00
Fire Inspection	900.00		
SANITARY SEWER MAINTENANCE	126.00		
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	240123.69	240123.69	0.00

Tax History

Interest/Penalty Date 11/12/2019

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Status
2018	240123.69	0.00	0.00	240123.69	7/24/2019	0.00	Paid
2017	278287.18	0.00	0.00	278287.18	7/17/2018	0.00	Paid
2016	345457.21	0.00	0.00	345457.21	7/17/2017	0.00	Paid
2015	345636.12	0.00	0.00	345636.12	7/26/2016	0.00	Paid
2014	510702.90	0.00	0.00	510702.90	7/21/2015	0.00	Paid
2013	508080.90	0.00	0.00	508080.90	7/22/2014	0.00	Paid
TOTAL	2228288.00	0.00	0.00	2228288.00	-	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

**SHERIFF'S DEED ON FORECLOSURE
OF MORTGAGE**

Document Number

Document Title

Document #: **2400714**

Date: 02-19-2015 Time: 09:49:00 AM Pages: 4

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Godfrey & Kahn, S.C.

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

Exempt Code: 14

**The above recording information verifies
this document has been electronically
recorded and returned to the submitter**

Recording Area

Name and Return Address

Andrew Oettinger

Godfrey & Kahn, S.C.

780 N. Water St.

Milwaukee, WI 53202

23876-17 and 23876-40

Parcel Identification Number (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 (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

STATE OF WISCONSIN : CIRCUIT COURT : RACINE COUNTY

JPMCC 2003-ML1 GREEN BAY RETAIL, LLC

c/o LNR Partners, LLC,

Plaintiff,

v.

HIGH RIDGE IMPROVEMENTS, LLC
a Delaware limited liability company
c/o DLC Management Corporation,

Defendant.

Case No. 14-CV-0865

Code No(s). 30405 (Other Real Estate)
30303 (Other Contracts)

SHERIFF'S DEED ON FORECLOSURE OF MORTGAGE

The Circuit Court of Racine County entered a judgment of foreclosure and sale in the above-captioned action on June 20, 2014. Pursuant to the judgment of foreclosure, after proper advertisement and notice of the sale, the mortgaged property described below was sold at public auction on January 6, 2015 to the highest bidder, Plaintiff, JPMCC 2003-ML1 Green Bay Retail, LLC c/o LNR Partners, LLC (the "Purchaser"), for \$2,500,000.00.

The Purchaser is now entitled to a conveyance to the property according to law.

NOW, THEREFORE, I, Christopher Schmaling, Sheriff of Racine County, in consideration of the premises and of the said sum of \$2,500,000.00, paid by Purchaser, convey to Purchaser the following tracts of land:

Parcel I: That part of the West ½ of Section 24, Town 3 North, Range 22 East, including part of Certified Survey Map No. 1169 and part of Certified Survey Map No. 1276, bounded as follows: Begin at a point on the East-West ¼ line of said Section 24 located North 89° 08' 05" West 326.13 feet from a brass-capped iron monument marking the center of said Section 24; run thence South 00° 08' 19" East 733.22 feet to an iron pipe; thence South 89° 51' 41" West 200.00 feet to an iron pipe; thence South 00° 08' 19" East 400.0 feet; thence South 89° 51' 41" West 652.51 feet to an iron rod marking the Southeast corner of Certified Survey Map No. 1395;

thence North 00° 08' 19" West, along the Easterly boundary of said Certified Survey Map No. 1395, 323.0 feet to an iron rod; thence South 89° 51' 41" West, along the Northerly boundary of said Certified Survey Map No. 1395, 640.0 feet to an iron rod on the Easterly line of State Trunk Highway "31"; thence North 11° 49' 57" East, along the Easterly line of said highway, 260.89 feet to an iron pipe; thence North 12° 21' 20" East, along the Easterly line of said highway, 70.57 feet to an iron pipe; thence continue along the Easterly line of said highway 280.15 feet along the arc of a curve concave Easterly whose radius is 16,310.22 feet and whose chord bears North 14° 23' 41" East, 280.15 feet to an iron pipe marking the Southwesterly corner of Certified Survey Map No. 1276; thence North 84° 51' 00" East, along the Southerly boundary of said Certified Survey Map No. 1276, 195.0 feet to an iron pipe; thence North 69° 29' 00" East, along the Southerly boundary of said Certified Survey Map No. 1276, 222.08 feet to an iron pipe; thence North 18° 07' 00" East, along the Easterly boundary of said Certified Survey Map No. 1276, 12.42 feet; thence South 88° 27' 33" West, 2.75 feet; thence 74.61 feet along the arc of a curve concave Northeasterly whose radius is 47.5 feet and whose chord bears North 46° 32' 27" West, 67.18 feet to the North line of said Certified Survey Map No. 1276, which is also the South line of Certified Survey Map No. 1169; thence North 01° 32' 27" West, 230.0 feet to the North line of said Certified Survey Map No. 1169, which is also the South line of 21st Street; thence North 88° 27' 33" East, along the South line of 21st Street, 452.31 feet to an iron pipe; thence continue along the South line of 21st Street 566.49 feet along the arc of a curve concave Southerly whose radius is 1,333.69 feet and whose chord bears South 79° 22' 21" East, 562.24 feet to an iron pipe; thence South 00° 08' 19" East, 73.45 feet to the point of beginning. Excepting therefrom Certified Survey Map No. 1528, being a redivision of a portion of Lot 1, Certified Survey Map No. 1395, in the Northwest ¼ of the Southwest ¼ of Section 24 and unplatted lands located in the Northwest ¼ of the Southwest ¼ of Section 24, Town 3 North, Range 22 East. Also excepting therefrom Lands conveyed in Warranty Deed recorded in Volume 3001, at page 87, as Document No. 1716540, which was corrected by Affidavit of Correction recorded in Volume 3027, at page 309, as Document No. 1726398. Said land being in the City of Racine, County of Racine, State of Wisconsin.

Tax Parcel No.: 23876-17

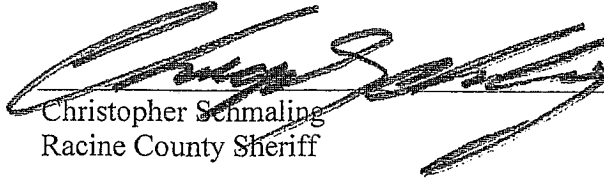
Parcel II: Lot 1, Certified Survey Map No. 1395, recorded in the Office of the Register of Deeds for Racine County, Wisconsin on February 29, 1989, in Volume 4 of Certified Survey Maps, Pages 351-352, as Document No. 1276690, located in the North ½ of the Southwest ¼ of Section 24, Township 3 North, Range 22 East. Excepting therefrom Certified Survey Map No. 1528, being a redivision of a portion of Lot 1, Certified Survey Map No. 1395, in the Northwest ¼ of the Southwest ¼ of Section 24 and unplatted lands located in the Northwest ¼ of the Southwest ¼ of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, County of Racine, State of Wisconsin.

Tax Parcel No. 23876-40

Parcel III: Non-exclusive easements as granted by Toys "R" Us, Inc. to KMART Corporation, by the Reciprocal Easement and Operation Agreement dated July 2, 1991, recorded July 2, 1991, in Volume 2078 of Records, Pages 789 through 812, as Document No. 1343837. Said land being in the City of Racine, County of Racine, State of Wisconsin.

The above-described property is located at **21st Street and State Trunk Highway 31, Racine, Racine County, Wisconsin 53406.**

Dated: 01-12, 2015.


Christopher Schmaling
Racine County Sheriff

STATE OF WISCONSIN)
) ss.
RACINE COUNTY)

Authenticated this _____ day of January, 2015.

Title

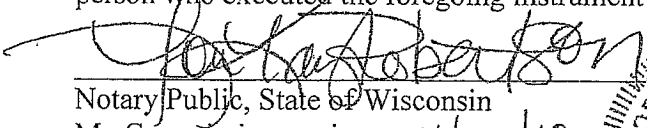
(Seal, if any)

STATE OF WISCONSIN)
) ss.
RACINE COUNTY)

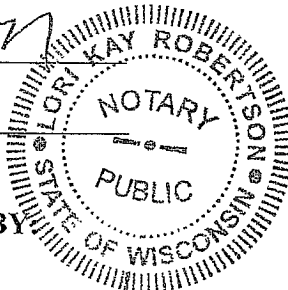
Personally came before me, this 12 day of January, 2015, the foregoing named

CHRISTOPHER SCHMALING of Racine County, Wisconsin, to me known to be the

person who executed the foregoing instrument and acknowledged the same.


Notary Public, State of Wisconsin

My Commission expires 11/09/18



THIS DOCUMENT WAS DRAFTED BY:

Andrew S. Oettinger
GODFREY & KAHN
780 North Water Street
Milwaukee, WI 53202
Attorneys for Plaintiff
12822380.1

Register's Office
Racine County, Wis.

Received for Record 30th
September A.D. 1986 at 11:11
o'clock A.M. and recorded in Volume 3
of CSM on page 426-428

008-03-22-24-026-000

from: 008-03-22-24-025-000

Thelen M. Schuttler

Register of Deeds

1207187

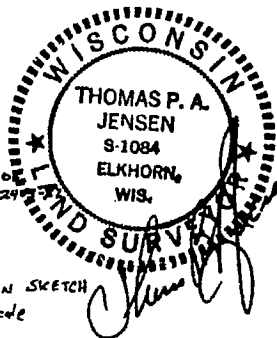
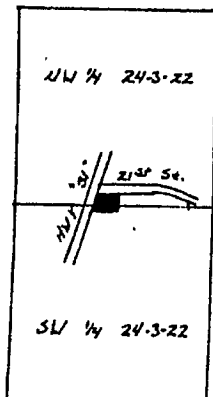
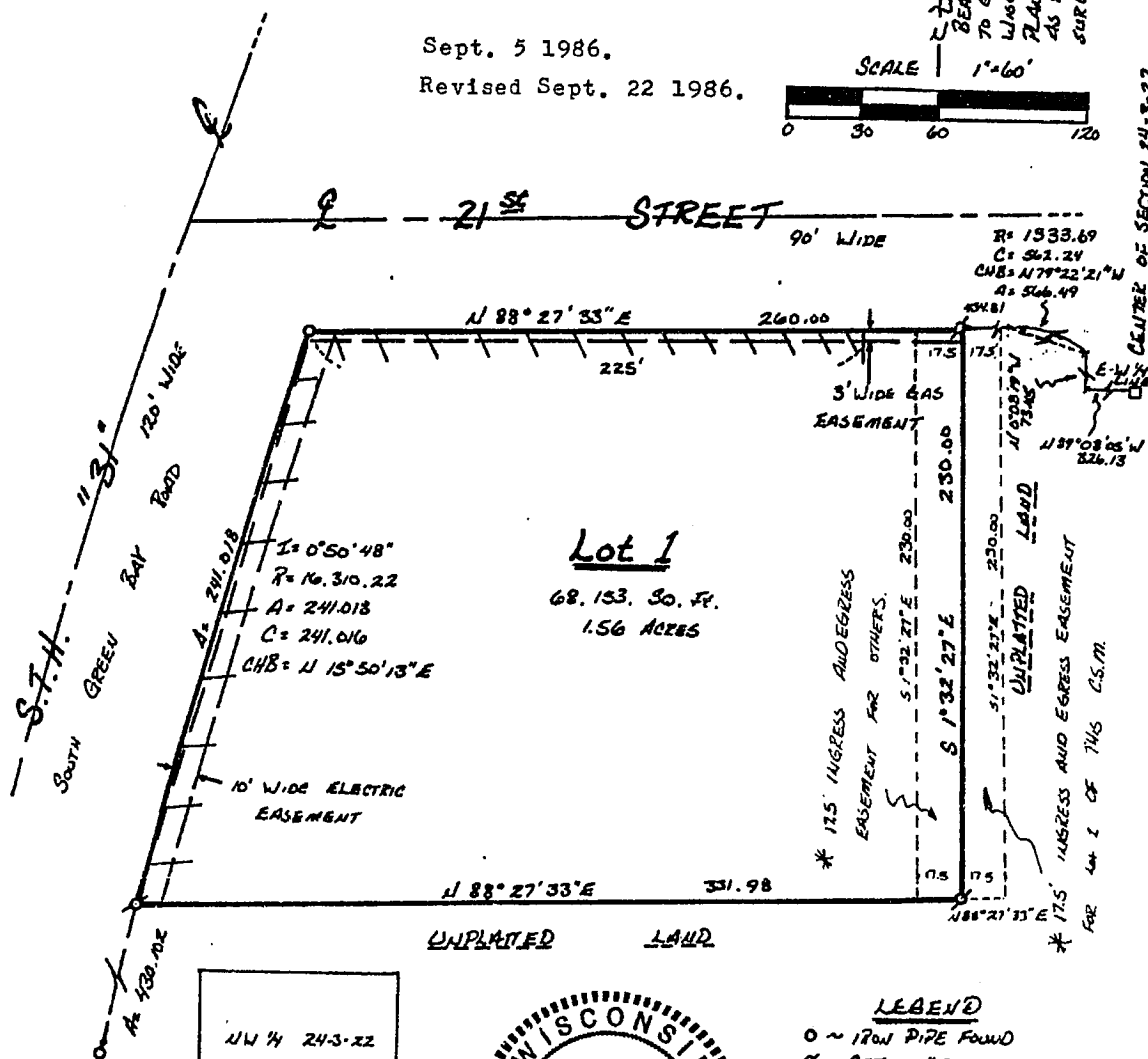
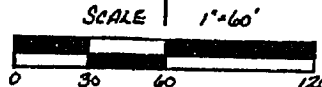
CERTIFIED SURVEY MAP No. 7169
Located in the N.W. $\frac{1}{4}$ and the S.W. $\frac{1}{4}$ of Section 24,
Town 3 North, Range 22 East, Racine County, Wisconsin.

Owner: Racine County

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

Sept. 5 1986.

Revised Sept. 22 1986.



- LEGEND**
- O ~ 120W PIPE FOUND
 - S ~ SET 1.5" DIA. 120W PIPE, 17" LONG NEIGHING AT LEAST 1/3 126 1/4 IN. FR.
 - ~ COUNTY SECTION CORNER MONUMENT
 - ~ No vehicular access. SEE PAGE 3.

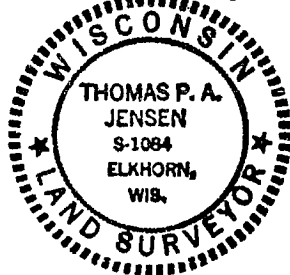
CERTIFIED SURVEY MAP No. 1169
Located in the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of Section 24,
Town 3 North, Range 22 East, Racine County, Wisconsin.

SURVEYOR'S CERTIFICATE & 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: Part of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of Section 24, Town 3 North, Range 22 East, Town of Mount Pleasant, Racine County, Wisconsin, more particularly described as follows: Commence at the Center $\frac{1}{4}$ corner of Said Section 24; thence N 89°08'05" W, along the East-West $\frac{1}{4}$ line of said Section 24, 326.13 feet; thence N 0°08'19" W 73.45 feet to the South line of 21st Street; thence Northwesterly, along said South line and the arc of a curve of Northwesterly convexity (whose radius = 1333.69 feet and whose chord bears N 79°22'21" W 562.24 feet) 566.49 feet; thence S 88°27'33" W, along said South line, 434.81 feet to the Point of Beginning; thence S 1°32'27" E 230.00 feet; thence S 88°27'33" W 331.98 feet to the East line of State Trunk Highway 31; thence Northeasterly along said East line and the arc of Northwesterly convexity (whose radius is 16,310.22, whose central angle is 0°50'48", and whose chord bears N 15°50'13" E 241.016) 241.018 feet to the South line of said 21st Street; thence N 88°27'33" E, along said South line, 260.00 feet to the Point of Beginning. Parcel contains 68,153. sq. ft. of land, more or less.

I further certify that I have fully complied with the requirements of Chapter 236.34 of the Wisconsin Statutes and the provisions of the Mt. Pleasant ordinances and the Racine County Land Division Control Ordinance in making such survey and Certified Survey Map.

September 8, 1986.



Revised Sept. 22 1986.

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

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.

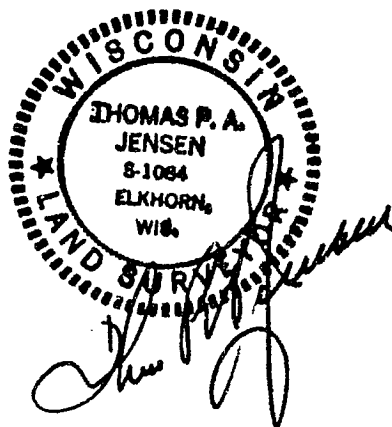
Arnold L. Clement
Arnold L. Clement, Director
of Planning & Development
Racine County.

CERTIFIED SURVEY MAP No. 1169
Located in the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of
Section 24, Town 3 North, Range 22 East, Racine
County, Wisconsin.

TOWN BOARD APPROVAL:

Approved as a Certified Survey Map this 5th day
of September, 1986.

Carol Jensen
Carol Jensen, Clerk
Town of Mt Pleasant



Sept. 5, 1986.
Revised Sept. 22 1986.

ACCESS RESTRICTION:

As owner, I hereby restrict Lot 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 Westerly 225.00 feet of 21st Street as shown on page 1 of this Certified Survey Map; it being expressly intended that this restriction shall constitute a restriction for the benefit of the public, and shall be enforceable by the Wisconsin Department of Transportation.

Pg. 3 of 3 Pgs.

Received for Record 9th day of November A.D. 1987 at 10:31 o'clock A.M. and recorded in Volume 4 of C.S.M. on page 36-38

1243887

Lot 1 276-0000-23876-39

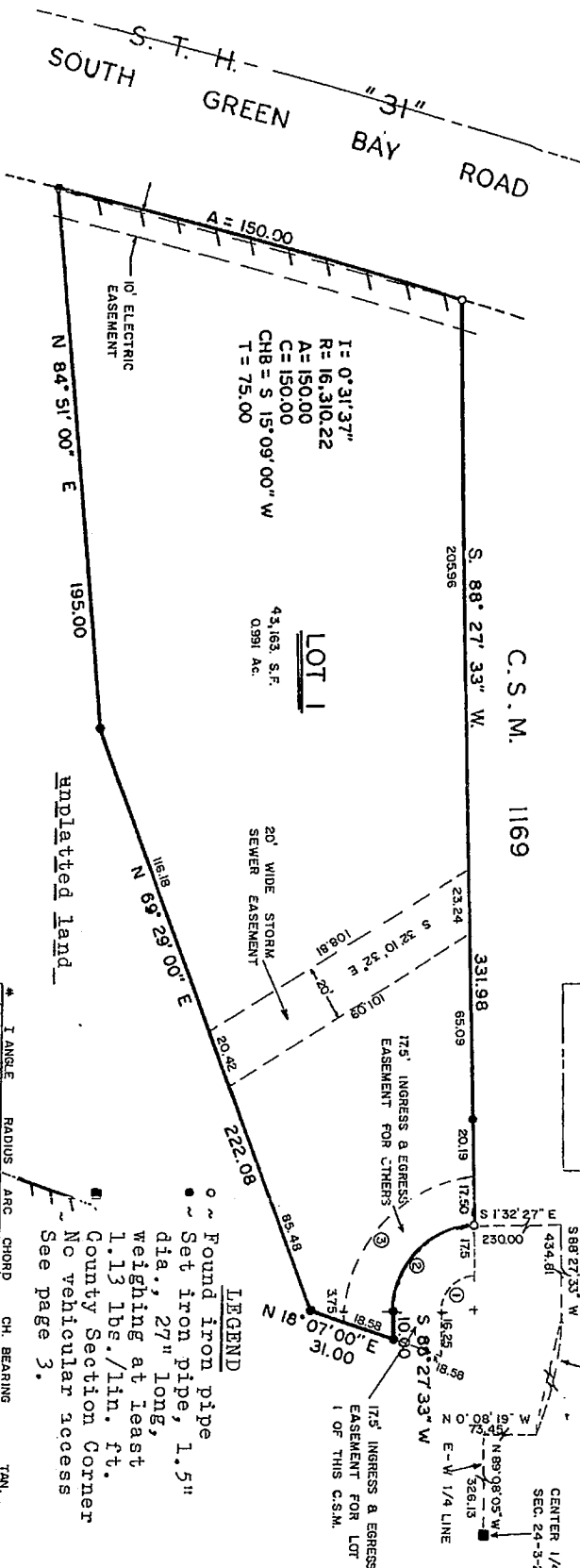
From: 276-0000-23876-17

John M. Schuttner
Register of Deeds

CERTIFIED SURVEY MAP No. 1276

Job reference number: 1987.107

Sheet 1 of 3 sheets.



CERTIFIED SURVEY MAP No. 1276
 Located in the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, Racine County, Wisconsin.
 Surveyed for: Racine County
 Surveyed by: Jensen Surveying & Mapping S.C.
 45 South Wisconsin Street
 P.O. Box 322
 Elkhorn, Wisconsin, 53121
 Mapping date: October 6, 1987.
 Bearings referenced to Grid North, Wisconsin State Plane Coordinate System as determined by previous surveys.

CERTIFIED SURVEY MAP No. 1276
Located in the Southwest $\frac{1}{4}$ of Section 24, Town 3 North,
Range 22 East, Racine County, Wisconsin.

SURVEYOR'S CERTIFICATE & LEGAL DESCRIPTION

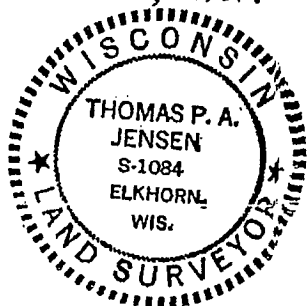
I, Thomas P.A. Jensen, Wisconsin Registered Land Surveyor, hereby certify that I have prepared this Certified Survey Map, the exterior boundaries of which are described as: Part of the Southwest $\frac{1}{4}$ of Section 24, Town 3 North, Range 22 East, Racine County, Wisconsin, more particularly described as follows: Commence at the Center $\frac{1}{4}$ Corner of said Section 24; thence N 89°08'05" W, along the East-West $\frac{1}{4}$ line of said Section 24, 326.13 feet; thence N 0°08'19" W 73.45 feet to the South line of 21st Street; thence Northwesterly, along said South line and the arc of a curve of Northwest-erly convexity (whose radius=1333.69 feet and whose chord bears N 79°22'21" W 562.24 feet) 566.49 feet; thence S 88°27'33" W, along said South line, 434.81 feet; thence S 1°32'27" E, along the east line of Certified Survey Map No. 1169, 230.00 feet to the Point of Beginning; thence S 88°27'33" W, along the south line of said Certified Survey Map, 331.98 feet to the easterly right-of-way line of State Trunk Highway 31; thence Southwesterly along said right-of-way line and the arc of a curve to the left (central angle=0°31'37", radius=16,310.22, whose chord bears S 15°09'00" W 150.00 feet) 150.00 feet; thence N 84°51'00" E 195.00 feet; thence N 69°29'00" E 222.68 feet; thence N 18°07'00" E 31.00 feet; thence S 88°27'33" W 10.00 feet; thence Northwesterly along the arc of a curve to the right (central angle=90°00'00", radius=30.00, whose chord bears N 46°32'27" W 42.43 feet) 47.12 feet to the Point of Beginning.

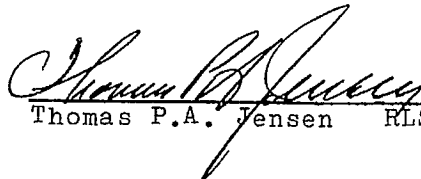
Parcel contains 43,163 sq. ft. (0.991 acres) of land, more or less.

Parcel is subject to easements as shown on page 1.

I further certify that I have fully complied with the requirements of Chapter 236.34 of the Wisconsin Statutes and the provisions of the Mt. Pleasant ordinances and the Racine County Land Division Control Ordinance in making such survey and Certified Survey Map.

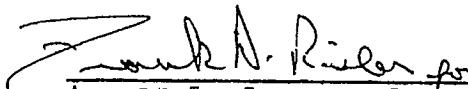
October 6, 1987.




Thomas P.A. Jensen RLS-1084

COUNTY'S CERTIFICATE

Approved as a CERTIFIED SURVEY MAP this 19TH day of
OCTOBER, 1987, as non-objectable.


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

Sheet 2 of 3 sheets

CERTIFIED SURVEY MAP No. 1276
Located in the Southwest $\frac{1}{4}$ of Section 24, Town 3 North,
Range 22 East, Racine County, Wisconsin.

COMMON COUNCIL APPROVAL:

Approved by the Common Council of the City of Racine this
3rd day of NOVEMBER, 1987 by resolution.

Karen M. Norton

Karen M. Norton
Deputy City Clerk
City of Racine

PLAN COMMISSION APPROVAL:

Approved as a CERTIFIED SURVEY MAP by the Plan Commission
of the City of Racine this 28th day of
OCTOBER, 1987.

Thomas N. Wright

Thomas N. Wright, Secretary

ACCESS RESTRICTION

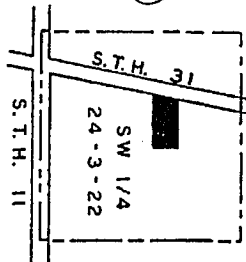
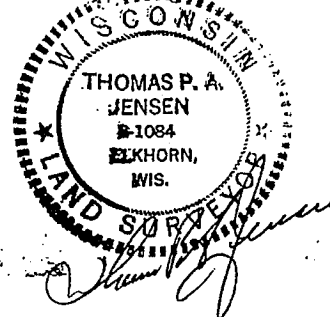
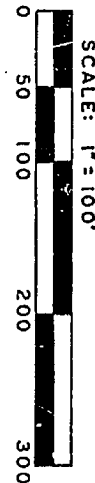
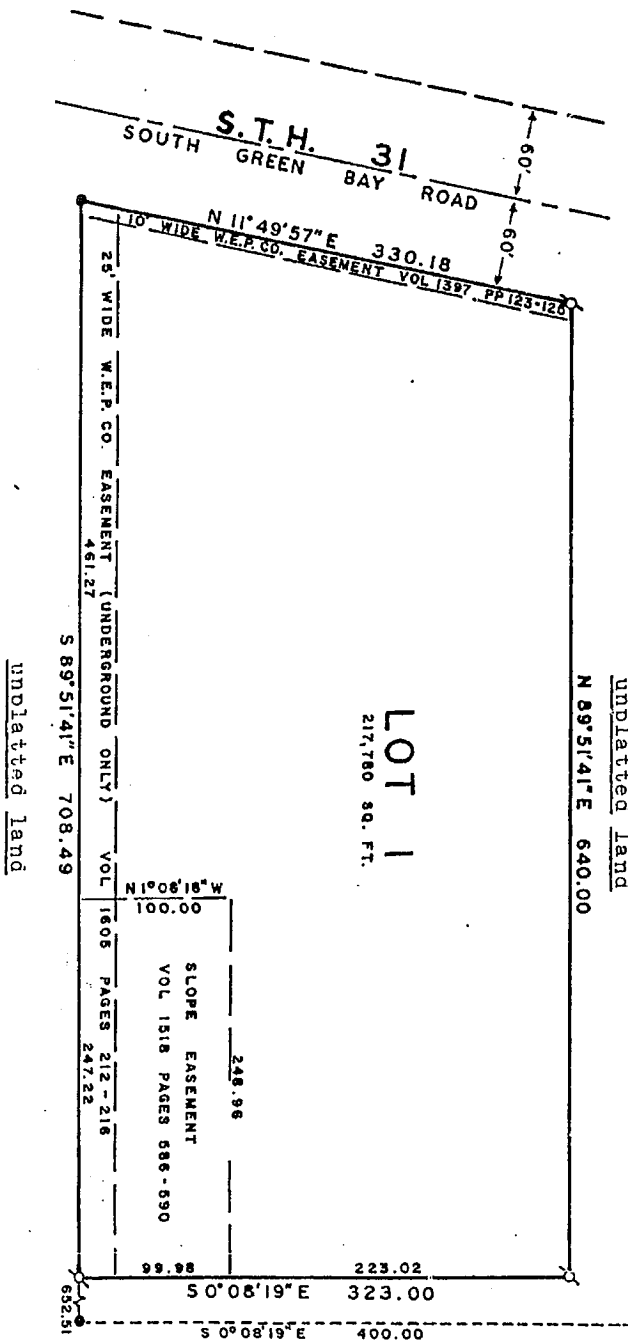
As owner, I hereby restrict Lot 1, in that no owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with State Trunk Highway "31" (South Green Bay Road) as shown on page 1 of this CERTIFIED SURVEY MAP; it being expressly intended that this restriction shall constitute a restriction for the benefit of the public, and shall be enforceable by the Wisconsin Department of Transportation.

Sheet 3 of 3 sheets

1276690

Register's Office
Racine County, Wis.Received for Record 20th day of
February A.D. 1989 at 1:43
o'clock P.M. and recorded in Volume
of 351 on page 352*Heinrich Schuttler*
Register of Deeds

6-fill

CERTIFIED SURVEY MAP NO. 1395Located in the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 24, Town 3 North, Range 22
East, City of Racine, Racine County, WisconsinJensen Surveying & Mapping S.C.
45 S. Wisconsin St. P.O. Box 322
Elkhorn, Wisconsin. 53121
(414) 723-3434LOCATION SKETCH
NOT TO SCALEBearings
referenced to the N
Wisconsin State
Plane Coordinate
System, South
Zone

- LEGEND**
- Brass-capped cast iron monument - Center $\frac{1}{4}$ of Sec. 24-3-22
 - Found iron pipe
 - Found iron rod
 - ⌢ Set iron rod, 1" diameter, 30" long, weighing at least 1.13 lbs. per lineal ft.

CERTIFIED SURVEY MAP NO. 1395

Located in the N 1/2 of the SW 1/4 of Section 24, Town 3 North,
Range 22 East, City of Racine, Racine County, Wisconsin

OWNER: First National Realty and Development
415 N. LaSalle - Suite 700
Chicago, IL 60610

SURVEYOR'S CERTIFICATE

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:

That part of the Southwest 1/4 of Section 24, T 3 N, R 22 E,
City of Racine, Racine County, Wisconsin described as follows:
Commence 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; thence
S0°08'19"E 733.22 feet; thence S89°51'41"W 200.00 feet; thence
S0°08'19"E 400.00 feet; thence S89°51'41"W 652.51 feet to the
point of beginning; thence continue S89°51'41"W 708.49 feet to
the easterly right of way of S.T.H. 31; thence N11°49'57"E, along
said right of way, 330.18 feet; thence N89°51'41"E 640.00 feet;
thence S0°08'19"E 323.00 feet to the point of beginning. Parcel
contains 217,780 square feet or 4.9995 acres.

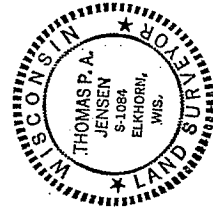
I further certify that I have fully complied with the
requirements of Chapter 236.34 of the Wisconsin Statutes and the
provisions of the City of Racine ordinances in making such survey
and Certified Survey Map.

Date: Feb. 9, 1989

Thomas P. A. Jensen
Thomas P. A. Jensen, RLB-1084

CERTIFICATE OF APPROVAL OF THE CITY PLAN COMMISSION

Approved as a CERTIFIED SURVEY MAP this 15th day of
FEBRUARY, 1989.



Thomas N. Wright
Thomas N. Wright, Secretary

Page 2 of 2 pages

Tenative New Tax Key No.
23876-40
From Part Of
23876-17

VOLUME 4
PAGE 352

AFFIDAVIT

STATE OF WISCONSIN)

SS

COUNTY OF RACINE)

Register's Office
Racine County, Wis. } SSReceived for Record 2nd day of
March A.D. 1989 at 11:41
o'clock A.M. and recorded in Volume 1952
of Records on page 26*Helmut M. Schuttler*
Register of Deeds

I, Thomas P. A. Jensen, being duly sworn on oath, depose and say that I am a Registered Professional Land Surveyor of Elkhorn, Wisconsin

and that I recorded on February 20, 1989, in Volume 4 of Certified Surveys, pages 351 & 352 as Document No. 1276690 in the Office of the Register of Deeds for Racine County, a Certified Survey Map numbered 1395 containing the following bearing on the south line of said Certified Survey Map:

S 89°51'41" E

and that the bearing on said south line should be as follows:

S 89°51'41"W

and that this affidavit is recorded for the purpose of correcting the bearing on the south line of said Certified Survey Map No. 1395.

In the presence of:

Thomas P. A. Jensen
Thomas P. A. Jensen

T.S.# 23876-40

Subscribed and sworn to before me
this 2nd day of March, 1989

Mary L. Pederson

Notary Public, Racine County, Wisconsin

My Commission Expires 1-27-91

Drafted by Thomas P. A. Jensen



4911 03 2

400 . 1

EXC

1343824

CERTIFIED SURVEY MAP NO. 1528

PAGE 1 OF 2

BEING A REDIVISION OF A PORTION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1395,
IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24 AND UNPLATTED LANDS
LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 3 NORTH,
RANGE 22 EAST, IN THE CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN.

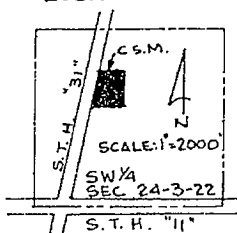
PREPARED BY:
AMERICAN SURVEYING COMPANY, INC.
11931 HIGHWAY "K", NORTH CAPE
FRANKSVILLE, WI. 53126
(414) 835-4774

LEGEND:
o-Denotes rod/pipe found
o-Denotes No. 6 Rebar, 3/4" Dia, 24" Long,
1.50 lbs/lnft, w/cap

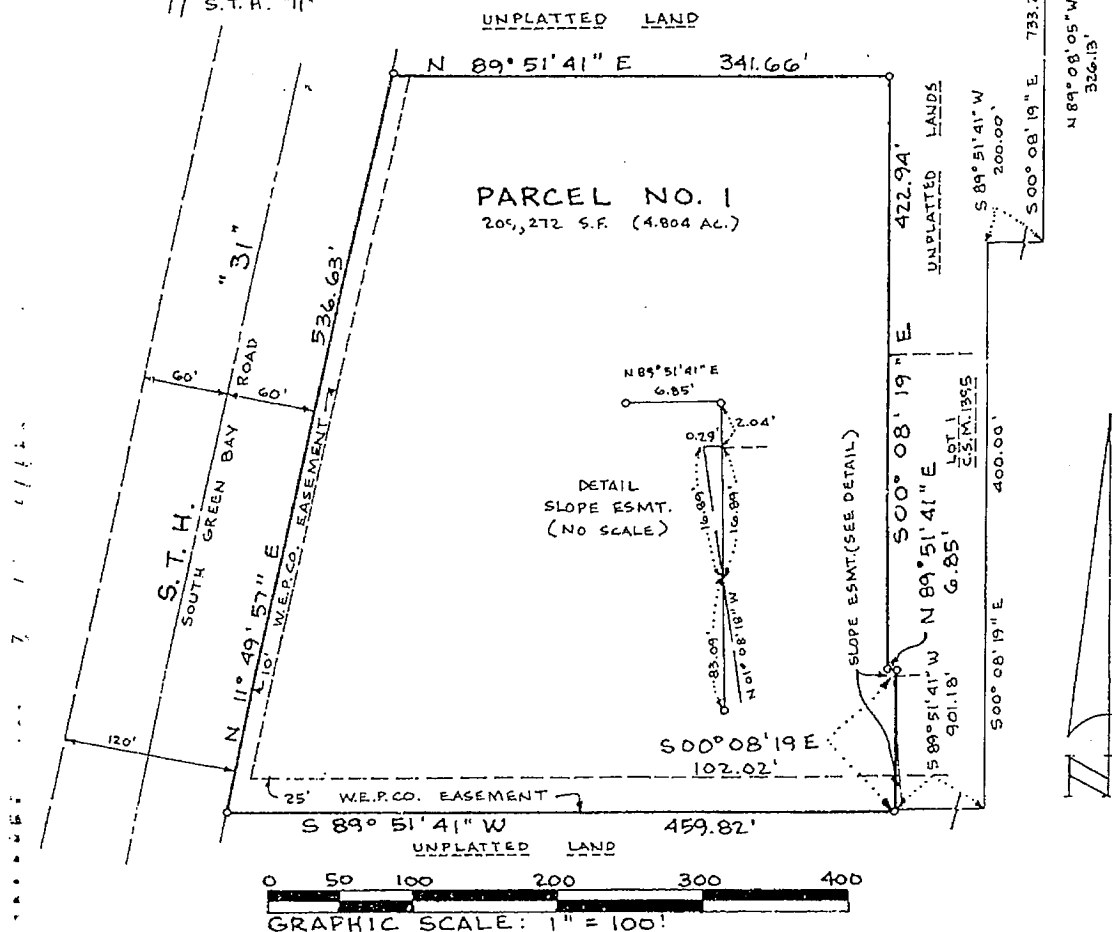
OWNER:
K MART CORPORATION
3100 BIG BEAVER ROAD
TROY, MICHIGAN 48048

All bearing are referenced to Grid North of
Wisconsin State Plane Coordinate System,
Southern Zone.

LOCATION MAP



WEST 1/4
SEC. 24-3-22
CENTER OF
SEC. 24-3-22
S 89° 08' 05" E 2652.02'
2375.83'





Stock No. 26273

1343824

CERTIFIED SURVEY MAP NO. 1528

PAGE 2 OF 2

BEING A REDIVISION OF A PORTION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1395, IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24 AND UNPLATTED LANDS LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 3 NORTH, RANGE 22 EAST, IN THE CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, PETE L. BAILEY, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a tract of land being a redivision of a portion of Lot 1 of Certified Survey Map No. 1395, in the Northwest 1/4 of the Southwest 1/4 of Section 24 and unplatted lands located in the Northwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin. Commence at the Center 1/4 corner of said Section; thence N 89°08'05" W, along the north line of said 1/4 section, 326.13 feet to a point; thence S 00°08'19" E, 733.22 feet to a point; thence S 89°51'41" W, 200.00 feet to a point; thence S 00°08'19" E, 400.00 feet to a point; thence S 89°51'41" W, 901.18 feet to the point of beginning; thence continuing S 89°51'41" W, along the south line of said Lot 1 of CSM NO. 1395, 459.82 feet to a point being the SW corner of said CSM; thence N 11°49'57" E, along the East line of S.T.H. "31" (South Green Bay Road) and the west line and west line extended of said CSM, 536.63 feet to a point; thence N 89°51'41" E, 341.66 feet to a point; thence S 00°08'19" E, 422.94 feet to a point; thence N 89°51'41" E, 6.85 feet to a point; thence S 00°08'19" E, 102.02 feet to the point of beginning.

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

THAT I have fully complied with the provision of Chapter 236 of the Wisconsin Statutes and the requirements of the City of Racine in surveying, dividing and mapping the same.

Pete L. Bailey
AMERICAN SURVEYING COMPANY, INC.

PETE L. BAILEY, RLS No. 1398

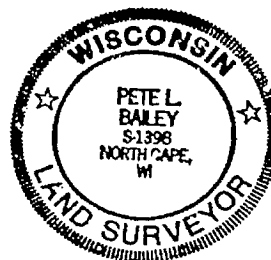
Dated this 20th day of June, 1991.

PLANNING COMMISSION APPROVAL:

APPROVED by the Planning Commission of the City of Racine this 26th day of JUNE, 1991.

Thomas N. Wright
THOMAS N. WRIGHT, SECRETARY

THIS INSTRUMENT WAS DRAFTED BY PETE L. BAILEY.



From Part of Tax Key No's 23876-17 & 23876-40

Parcel 1 23876-042

Register's Office }
Racine County, Wis. } SS
received for Record 2nd day of
July A.D. 1991 at 2:03
o'clock P. M. and recorded in Volume 4
CSM on page 699-700

Heleen M. Schuttler
Register of Deeds

12.00

VOL 4 Page 700

RECORDED_____

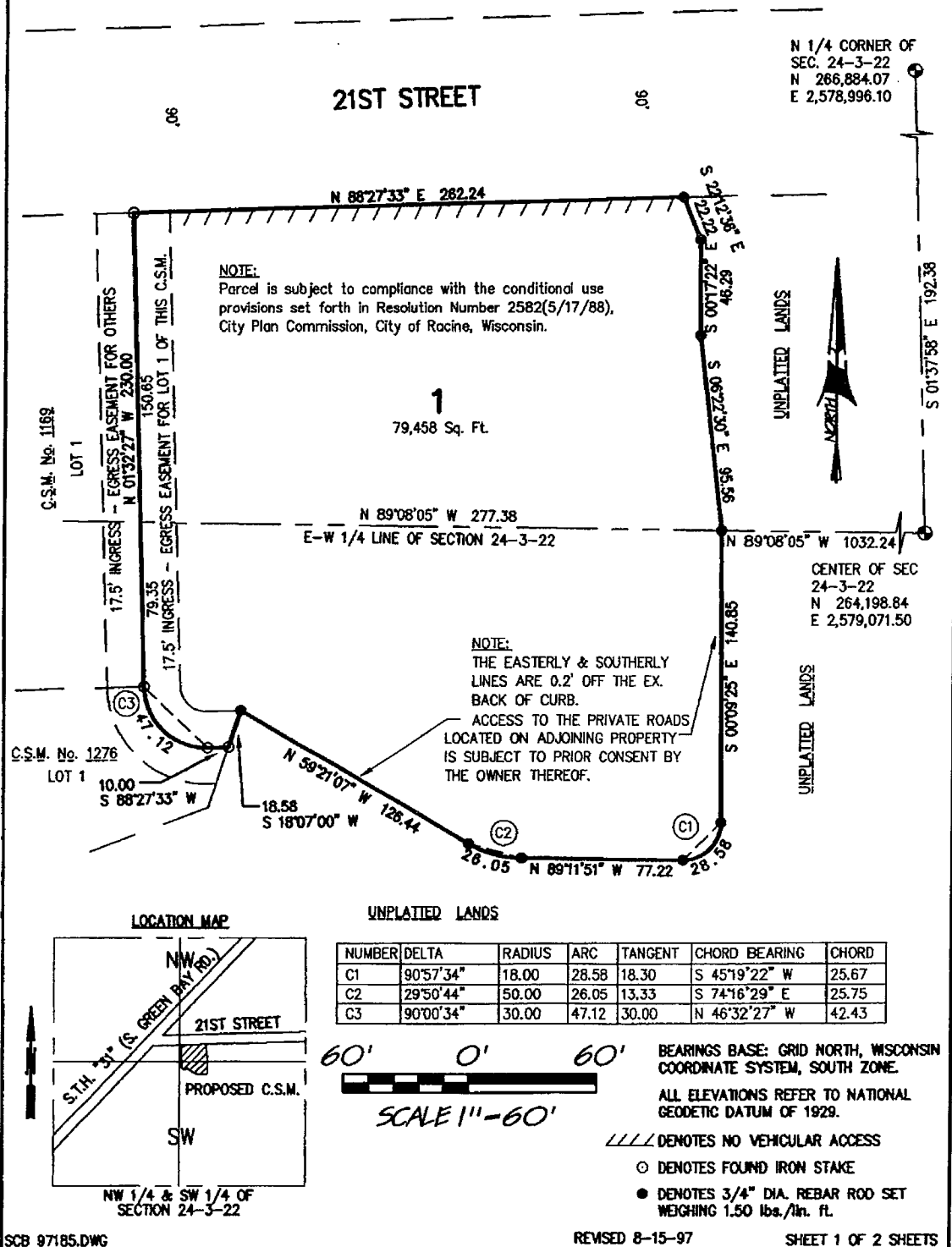
97 SEP -5. PM 4:27

V-6 P-70

MARK A. LADD
MASTER OF DEEDS

CERTIFIED SURVEY MAP NO. 1986

PART OF THE SE 1/4 OF THE NW 1/4 AND NE 1/4 OF THE SW 1/4
OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE CITY OF
RACINE, RACINE COUNTY, WISCONSIN.



V-6 P-71
CERTIFIED SURVEY MAP NO. 1986

PART OF THE SE 1/4 OF THE NW 1/4 AND NE 1/4 OF THE SW 1/4
OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE CITY OF
RACINE, RACINE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, JAMES E. ROBINSON, hereby certify that I have prepared this Certified Survey Map, the exterior boundaries of which are described as That part of the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 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 N89°08'05"W 1032.24 feet from the center of said Section; run thence S00°09'25"E 140.85 feet to the point of curvature of a curve of Southeasterly convexity whose radius is 18.00 feet and whose chord bears S45°19'22"W 25.67 feet; thence Southwesterly 28.58 feet along the arc of said curve; thence N89°11'51"W 77.22 feet to the point of curvature of a curve of Southerly convexity, whose radius is 50.00 feet and whose chord bears N74°16'29"W 25.75 feet; thence Northwesterly 26.05 feet along the arc of said curve; thence N59°21'07"W 126.44 feet; thence S18°07'00"W 18.58 feet; thence S88°27'33"W 10.00 feet to the point of curvature of a curve of Southwesterly convexity whose radius is 30.00 feet and whose chord bears N46°32'27"W 42.43 feet; thence Northwesterly 47.12 feet along the arc of said curve; thence N01°32'27"W 230.00 feet to the South right-of-way line of 21st Street; thence N88°27'33"E 262.24 feet along said South line; thence S22°12'36"E 22.22 feet; thence S00°17'22"E 46.29 feet; thence S06°22'30"E 95.56 feet to the point of beginning. Containing 1.83 acres/79,458 square feet. THAT I have complied with Chapter 236.34 of the Wisconsin Statutes and the subdivision regulations of the City of Racine. That this map was prepared at the direction of California State Teachers' Retirement System, C/O Equitable Real Estate Investment Management, Inc.

July 2, 1997
REVISED 8/15/97


James E. Robinson, R.L.S.
Nielsen Madsen & Barber, S.C.
1339 Washington Avenue
Racine, WI 53403
(414) 634-5588



OWNER:
California State Teachers'
Retirement System
C/O Equitable Real Estate
Investment Management, Inc.
455 N. City-front Plaza Drive
Suite 3200
Chicago, IL 60611

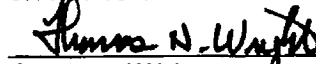
Pt of # 23876-017

23876-044

CITY CERTIFICATE

APPROVED as a Certified Survey Map this 3RD day of SEPTEMBER, 1997.

CITY OF RACINE


Thomas N. Wright
Director of City Development

DOCUMENT #

1716540



Chicago Title Insurance Company
SPECIAL WARRANTY DEED
(Corporation to Individual)

Return: Atty James DeLocher
827 Main St.
Racine, WI 53403

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2000 FEB -2 PM 4:41

MARK A. LADD
REGISTER OF DEEDS

VOL PAGE
3001 087-090

16'

THIS INDENTURE, made this 25th day of January, 2000, between California State Teachers' Retirement System, a retirement system created and existing pursuant to the laws of the State of California and duly authorized to transact business in the State of Wisconsin, party of the first part, and Triple H, LLP, a Wisconsin limited liability partnership.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said party of the first part, by these presents does **REMISE, RELEASE, ALIEN AND CONVEY** unto the said party of the second part, all the following described land, situated in the County of Racine and State of Wisconsin, known and described as follows, to wit:

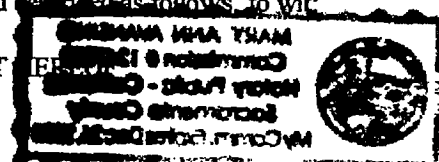
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS IS NOT HOMESTEAD PROPERTY

SUBJECT TO: SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Tax Key No: 23876-44

Address of Real Estate: 5801 21st Street, Racine, Wisconsin



WI REAL ESTATE
TRANSFER FEE

\$ 1125.00

TO HAVE AND TO HOLD the hereinabove described premises, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, their heirs and assigns in fee simple forever.

And the said party of the first part, for itself and its successors, does covenant with said party of the second part that the title and quite possession to the hereinabove describe premises it **WILL WARRANT AND DEFEND** against the lawful claims of all persons claiming by, through or under said party of the first part, but not further or otherwise.

R545 20

In Witness Whereof, said party of the first part has caused its seal to be hereunto affixed, and has caused its name to be signed to these presents by its CIO, and attested by its Secretary, the day and year first above written.

California State Teachers' Retirement System, a retirement system created pursuant to the laws of the State of California

By Patrick Mitchell

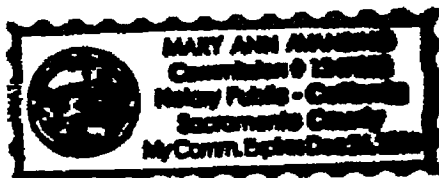
PATRICK MITCHELL
Chief Investment Officer

Attest Beatriz Mayorga

STATE OF California, COUNTY OF Sacramento ss.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that, Patrick Mitchell personally known to me to be the CIO of the California State Teachers' Retirement System personally known to me to be the _____ of said entity, and personally known to me to be the same person(s) whose name(s) are subscribed to the forgoing instrument, appeared before me this day in person and severally acknowledged that as such Patrick Mitchell and _____ they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said entity, as their free and voluntary act, and as the free and voluntary act and deed of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of January 2000



Mary Ann Arnesen (Notary Public)

Prepared By: Robert K. Brookman, Esquire
311 S. Wacker Drive, Suite 5125
Chicago, Illinois 60606-6622

Mail To:

James H. DuRocher, Esquire
827 Main Street
Racine, WI 53401

Name & Address of Taxpayer:

EXHIBIT A

Legal Description

LOT 1 OF CERTIFIED SURVEY MAP NO. 1986, BEING A PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RACINE COUNTY, ON SEPTEMBER 5, 1997 IN VOLUME 6 OF CERTIFIED SURVEY MAPS, AT PAGE 70, AS DOCUMENT NO. 1593585. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION: BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1; RUN THENCE N 88° 27' 33" EAST 17.70 FEET; THENCE SOUTH 01° 32' 27" EAST 213.00 FEET; THENCE SOUTH 45° 48' 16" EAST 41.20 FEET, THENCE SOUTH 18° 07' 00" WEST 18.58 FEET; THENCE SOUTH 88° 27' 33" WEST 10.00 FEET TO THE POINT OF CURVATURE OF A CURVE OF SOUTHWESTERLY CONVEXITY WHOSE RADIUS IS 30.00 FEET AND WHOSE CHORD BEARS NORTH 46° 32' 27" WEST 42.43 FEET; THENCE NORTHWESTERLY 47.12 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 01° 32' 27" WEST 230 FEET; THENCE NORTHWESTERLY 47.12 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 01° 32' 27" WEST 230.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 21ST STREET AND THE POINT OF BEGINNING. SAID LAND BEING IN THE CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN.

EXHIBIT B

Attachment

SUBJECT TO the following:

- (a) All liens, encumbrances, easements, covenants, conditions, restrictions and other matters of record;
 - (b) All matters which a correct survey of the Property would disclose;
 - (c) All matters which could be ascertained by a physical inspection of the Property;
 - (d) Interests of parties in possession;
 - (e) A lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property; and
 - (f) Building and zoning ordinances and regulations and any other laws, ordinances, or governmental regulations restricting, regulating or relating to the use, occupancy or enjoyment of the Property.
-

AFFIDAVIT OF
CORRECTION

Document Number

AFFILIANT, Knight Barry Title, Inc

hereby swears or affirms that a certain document which was titled as follows:
Special Warranty Deed (type of document), recorded
 on the 2nd day of February, 2000 (year) in
 Volume / Reel 3001 Page / Image 87
 as Document Number 1716540 which was recorded
 in Racine County, State of Wisconsin, contained the
 following error (if more space is needed, please attach addendum):
Incorrect Legal Description

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2000 MAY -3 PM 3:36

MARK A. LADD
REGISTER OF DEEDS

3027 309-313

Recording Area

Name and Return Address

Attorney James DuRocher
 827 Main Street
 Racine, WI 53403

KBT

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

23876-44

Parcel Identification Number (PIN)

Lot 1 of Certified Survey Map No. 1986, being a part of the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, as recorded in the office of the Register of Deeds for Racine County, on September 5, 1997 in Volume 6 of Certified Survey Maps, at Page 70, as Document No. 1593585. EXCEPTING THEREFROM the following described portion: Begin at the Northwest corner of said Lot 1; run thence N 88° 27' 33" East 17.70 feet; thence South 01° 32' 27" East 213.00 feet; thence South 45° 48' 16" East 41.20 feet; thence South 18° 07' 00" West 18.58 feet; thence South 88° 27' 33" West 10.00 feet to the point of curvature of a curve of Southwesterly convexity whose radius is 30.00 feet and whose chord bears North 46° 32' 27" West 42.43 feet; thence Northwesterly 47.12 feet along the arc of said curve; thence North 01° 32' 27" West 230.00 feet to the South right-of-way line of 21st Street and the point of beginning. Said land being in the City of Racine, County of Racine, State of Wisconsin.

A copy of the original document (in part or whole) ☒ is ☐ is not attached to this Affidavit (if a copy of the original document is not attached, please attach legal description and names of grantors and grantees).

Dated: May 2, 2000

Signed:

* Ann E. Wise

State of Wisconsin)

) ss.

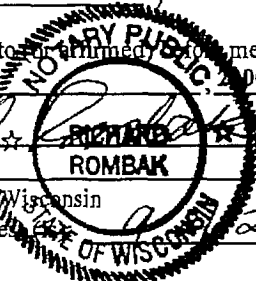
County of Racine)

Subscribed and sworn to before me this
2 day of May, 2000

* Richard Rombak

Notary Public, State of Wisconsin

My commission expires



AFFILIANT is the (check one):

- ☐ Drafter of the document being corrected.
☐ Owner of the property described in the document being corrected.
☒ Other (explain: Title Examiner)

THIS INSTRUMENT WAS DRAFTED BY:

Ann E. Wise

THIS FORM IS INTENDED TO CORRECT SCRIVNER'S ERRORS AND NOT FOR THE CONVEYANCE OF REAL PROPERTY.

1716540

3027 310



Chicago Title Insurance Company
SPECIAL WARRANTY DEED
 (Corporation to Individual)

Return: Atty James Dubocher
 827 Main St.
 Racine, WI 53403

REGISTER'S OFFICE
 RACINE COUNTY, WI

RECORDED

2000 FEB -2 PM 4:41

MARK A. LADD
 REGISTER OF DEEDS

3081
 087-090

THIS INDENTURE, made this 25th day of January, 2000, between California State Teachers' Retirement System, a retirement system created and existing pursuant to the laws of the State of California and duly authorized to transact business in the State of Wisconsin, party of the first part, and Triple H, LLP, a Wisconsin limited liability partnership.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said party of the first part, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the said party of the second part, all the following described land, situated in the County of Racine and State of Wisconsin, known and described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS IS NOT HOMESTEAD PROPERTY

SUBJECT TO: SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Tax Key No: 23876-44

Address of Real Estate: 5801 21st Street, Racine, Wisconsin

WI REAL ESTATE
 TRANSFER FEE

\$ 1125.00

TO HAVE AND TO HOLD the hereinabove described premises, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, their heirs and assigns in fee simple forever.

And the said party of the first part, for itself and its successors, does covenant with said party of the second part that the title and quite possession to the hereinabove describe premises it WILL WARRANT AND DEFEND against the lawful claims of all persons claiming by, through or under said party of the first part, but not further or otherwise.

R545 20

In Witness Whereof, said party of the first part has caused its seal to be hereunto affixed, and has caused its name to be signed to these presents by its CIO, and attested by its Secretary, the day and year first above written.

California State Teachers' Retirement System, a retirement system created pursuant to the laws of the State of California

By Patrick Mitchell
PATRICK MITCHELL
Chief Investment Officer

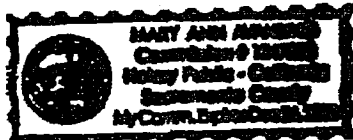
Attest Beatriz Mayorga

STATE OF California, COUNTY OF Sacramento ss.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Patrick Mitchell personally known to me to be the CIO of the California State Teachers' Retirement System personally known to me to be the _____ of said entity, and personally known to me to be the same person(s) whose name(s) are subscribed to the forgoing instrument, appeared before me this day in person and severally acknowledged that as such Patrick Mitchell and _____ they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said entity, as their free and voluntary act, and as the free and voluntary act and deed of said entity, for the uses and purposes therein set forth.

VUL 3001
PAUL 008

Given under my hand and official seal, this 20th day of January 2000



Mary Ann Romero (Notary Public)

Prepared By: Robert K. Brookman, Esquire
311 S. Wacker Drive, Suite 5125
Chicago, Illinois 60606-6622

Mail To:
James H. DuRocher, Esquire
827 Main Street
Racine, WI 53401

Name & Address of Taxpayer:

EXHIBIT A

Legal Description

LOT 1 OF CERTIFIED SURVEY MAP NO. 1986, BEING A PART OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RACINE COUNTY, ON SEPTEMBER 5, 1997 IN VOLUME 6 OF CERTIFIED SURVEY MAPS, AT PAGE 70, AS DOCUMENT NO. 1593585. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION: BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1; RUN THENCE N 88° 27' 33" EAST 17.70 FEET; THENCE SOUTH 01° 32' 27" EAST 213.00 FEET; THENCE SOUTH 45° 48' 16" EAST 41.20 FEET, THENCE SOUTH 18° 07' 00" WEST 18.58 FEET; THENCE SOUTH 88° 27' 33" WEST 10.00 FEET TO THE POINT OF CURVATURE OF A CURVE OF SOUTHWESTERLY CONVEXITY WHOSE RADIUS IS 30.00 FEET AND WHOSE CHORD BEARS NORTH 46° 32' 27" WEST 42.43 FEET; THENCE NORTHWESTERLY 47.12 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 01° 32' 27" WEST 230 FEET; THENCE NORTHWESTERLY 47.12 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 01° 32' 27" WEST 230.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 21ST STREET AND THE POINT OF BEGINNING. SAID LAND BEING IN THE CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN.

VOLUME 6
PAGE 312

EXHIBIT B

Attachment

VOL PAGE
3001 090

3027

313

SUBJECT TO the following:

- (a) All liens, encumbrances, easements, covenants, conditions, restrictions and other matters of record;
 - (b) All matters which a correct survey of the Property would disclose;
 - (c) All matters which could be ascertained by a physical inspection of the Property;
 - (d) Interests of parties in possession;
 - (e) A lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property; and
 - (f) Building and zoning ordinances and regulations and any other laws, ordinances, or governmental regulations restricting, regulating or relating to the use, occupancy or enjoyment of the Property.
-
-

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

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

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

Quasi-Municiple Corporation

The interest acquired by this award is for

See Page 2

891777

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

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

Stanley F. Bialecki
Register of Deeds

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

The State of Wisconsin, having complied with all jurisdictional requirements pursuant to law, hereby makes this award of damages to the above-named persons having an interest in said parcel of real estate, in the sum of

Twenty Nine Thousand One Hundred and no/100

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

RECEIVED FOR RECORD

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

REGISTER OF DEEDS

COUNTY

STATE OF WISCONSIN / DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

By B. O. Schumann
Highway Construction Secretary

Pursuant to authority granted by motion duly made,
seconded, and adopted on 067-25-1971
Date

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

Parcel No. 67

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

891777

1110-334

Nov. 4, 1971

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

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

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

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

Thence easterly to a point which is 1468.33 feet North 89° 28' 36" West and 54 feet North 0° 31' 24" East of the southeast corner of said section; thence South 89° 28' 36" East to a point in the west line of Ohio Street; thence South 1° 50' 42" East along the west line of said street to the south line of Section 24; thence North 89° 28' 36" West to the south one-quarter corner of Section 24; thence North 89° 02' 04" West to the point of beginning of this description.

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

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

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

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

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

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

Also, all existing, future or potential common law or statutory easements or rights of access between the right of way of the highway, currently designated as S.T.H. 11, and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on the said highway.

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

Also, all existing, future or potential common law or statutory easements or rights of access between the right of way of the highway, currently designated as S.T.H. 31, and all of the abutting remaining real property of the owner,

whether acquired by separate conveyance or otherwise; where the following described real estate abuts on the said highway: The southerly 400 feet of the southwest one-quarter of the southwest one-quarter of said Section 24, as measured along the centerline of S.T.H. 31.

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

Project 1322-1-21

Page 2 of 2

Parcel 67

DOCUMENT NO.

This Indenture, Made by Racine County, Wisconsin
a municipal XXX 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 State of Wisconsin, Department of Transportation,
Division of Highways
grantee, of XXXXXX, Wisconsin, for the
sum of One Thousand Eight Hundred Ninety and 00/100 (\$1,890.00) Dollars.

See attached 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. 32.09, 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. 32.19, Wisconsin Statutes, has not been included. If any such items are
shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by John Margis
Chairman of County Board County Clerk
its ~~President~~ and countersigned by James A. Fay, its ~~Secretary~~, at Racine, Wisconsin,
and its corporate seal to be hereunto affixed, this 12th day of December, A.D., 19 74

Signed and Sealed in Presence of
Dennis J. Elmer
Mary Ann

Racine County, Wisconsin
Corporate Name
John Margis
President
County Board Chairman John Margis
Countersigned:
James A. Fay
County Clerk James A. Fay

STATE OF WISCONSIN
Racine County } ss.

Personally came before me, this 12th day of
December, A.D., 19 74,

John Margis, County Board Chairman, President, and

James A. Fay, County Clerk, Secretary of the
above-named Corporation, to me known to be the persons who
executed the foregoing instrument, and to me known to be

such County Board Chairman and

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

RECEIVED FOR RECORD

DAY OF

A. D., 19 AT

O'CLOCK M. AND RECORDED IN VOL.

OF PAGE

COUNTY

VOL 1250 PAGE 355

(SEAL) Notary Public, Racine County, Wisconsin

My commission expires 8/31, A.D., 19 75.

Negotiated by Scott L. Willman

Parcel No. 45

950564

1250-355

Jan. 13, 1975

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

VEL 1250 PAGE 356

That part of the SW 1/4 and the NW 1/4 of Section 24, Township 3 North, Range 22 East, described as follows:

Begin at a point which is 2188.70 feet northeasterly and 60.00 feet southeasterly of the point of beginning of the following described reference line of S.T.H. 31, as measured along and normal to said reference line;

Fee Exempt 77.25 #2

Said reference line begins at a point in the south line of the SW 1/4 of said Section 24 which is 310.54 feet South 89° 02' 04" East of the southwest corner of said SW 1/4; 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 2242.52 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 NW 1/4 of said Section 24, as measured along and from the south line of said NW 1/4.

thence northeasterly and parallel with said reference line to the southerly right of way line of 21st Street; thence westerly along said line to the westerly property line of the owner; thence southwesterly along said line to the point of beginning.

This parcel contains 0.19 acre, more or less.

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 the SW 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: commence at the southwest corner of said SW 1/4; thence North 89° 02' 04" West along the south line of said SW 1/4 310.54 feet to the reference line of S.T.H. 31; thence North 11° 30' 49" East along said line 788.00 feet to a point of intersection with the extension of the owner's southerly property line, said point being the point of beginning of this description; thence North 11° 30' 49" East along said reference line 201.94 feet; thence North 11° 49' 57" East along said reference line 460.06 feet; thence North 78° 10' 03" West 85.00 feet; thence southerly and parallel with said reference line of S.T.H. 31 to the owner's southerly property line; thence easterly along said line and its extension to the point of beginning.

Also, a 70.00 foot strip of land lying easterly of and adjacent to the previously described reference line from a point which is 1597.56 feet northeasterly of the point of beginning to a point which is 2300.00 feet northeasterly of the point of beginning of said reference line, as measured along said line.

Also, an 80.00 foot strip of land lying easterly of and adjacent to said reference line from a point which is 2300.00 feet northeasterly of the point of beginning of said reference line, as measured along said line, to the southerly right of way line of 21st Street.

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.

I.D. 2390-1-21

Parcel 45

Register's Office
Racine County, Wis.

950584

Received for Record 13th day of
January A.D. 1975 at 8:37
o'clock A.M. and recorded in Volume 280
of Records on page 55357

Stanley F. Bialecki
Register of Deeds

4.00

Box 649
Antesha, Wisc.
53186

VEL 1250 PAGE 357

1243013

AN ORDINANCE

Register's Office
Racine County, Wis. } SS
Received for Record *Q 7th* day of
October A.D. 19*87* at *3:36*
o'clock *P.* M. and recorded in Volume *1889*
of *Records* on page *143-149A*

Henry 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.

File

3799 10 27

1600 1

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

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.

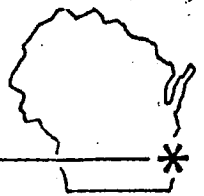
 HEAVY INDUSTRY
 COMMUNITY BUSINESS
 GENERAL BUSINESS

[illegible]

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



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 14-28-1-1	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.

FOR AND IN CONSIDERATION of the sum of One and no/100 Dollars (\$1.00)

to it paid, the receipt whereof is hereby acknowledged, the undersigned Grantor,

Racine County

does 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, repair and remove a pipeline or pipelines with valves, tie-overs and other appurtenant facilities, all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof or any liquids, gases or substances which can be transported through a pipeline; over, under, across, and upon the hereinafter described strip of land

Six (6)

feet in width being a part of the premises of the undersigned in the Southeast One-Quarter (SE 1/4)
Southwest One-Quarter (SW 1/4) and Northwest One-Quarter (NW 1/4) ()

of Section numbered Twenty-Four (24), Township numbered

Three (3) North, Range numbered Twenty-Two

(22) East, Town of Mt. Pleasant, Racine

County, Wisconsin, the ~~center~~ ^{Southerly} line of said strip of land being described as follows:

Commencing at the center of said Section 24 and running thence South 87° 08' 06" East, along the East-West One-Quarter line, 426.53 feet; thence South 36° 45' 59" East 58.43 feet to the point of beginning, said point being the Westerly most corner of property owned by Haban Manufacturing Co. as described and recorded in the office of the Register of Deeds for Racine County in Volume 1001 on Page 499; thence North 87° 08' 06" West 262.55 feet to a point of curve; thence along the arc of a curve to the right (chord bearing North 75° 43' 46-1/2" West, 488.32 feet) 491.56 feet; thence North 64° 19' 27" West 27.76 feet to a point of curve; thence along the arc of a curve to the left (chord bearing North 76° 59' 47" West, 585.15 feet) 589.95 feet; thence North 89° 40' 07" West 607.31 feet to a point of curve; thence along the arc of a curve to the right (chord bearing North 79° 09' 44" West, 139.88 feet) 140.67 feet to a point in the Easterly right of way line of State Trunk Highway #31, a/k/a Green Bay Road, said point being the point of termination of the line herein described.

This easement pertains only to that property owned by said grantor.

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

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but not limited to, the right to remove and to clear all rocks, trees, brush, limbs, fences and other obstructions, 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.

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

The Grantor covenants and agrees that no structure will be erected or trees planted on said premises within 6 feet of said above described ~~centerline~~ ^{Southerly} line.

Grantee, by the acceptance hereof, shall be liable for physical damage which it causes by laying, installing, constructing, maintaining, operating, altering, replacing, repairing or removing said pipeline or pipelines, to growing crops, livestock, and fences on Grantor's land.

In the event Grantee lays more than one pipeline, Grantee shall pay to the then owner or owners of the lands subjected to this easement the same consideration as that first stated above for each additional pipeline so laid upon said right of way.

This agreement shall be binding upon the heirs, successors or assigns of all parties hereto.

IN WITNESS WHEREOF, the said

Racine County

has caused these presents to be signed by its Chairman, County Board of Supervisors and countersigned by its County Clerk and its corporate seal hereunto affixed this 14th day of August, 1969

In Presence of:

Beverly J. Hopp

VOL 1028 PAGE 69

Beverly J. Hopp

RACINE COUNTY

By Richard LaRue, Chairman, County Board of Supervisors

COUNTERSIGNED:

By Thomas J. Day, County Clerk

050012

1028-69

Aug. 22, 1969

Personally came before me this _____ day of _____, 19____

Chairman, County Board of Supervisors

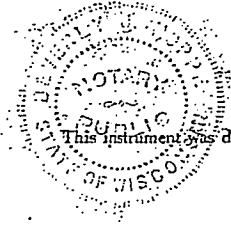
and _____ County Clerk

_____ of the above named _____ Racine County _____ Corporation, to me known to be the persons

who executed the foregoing instrument and to me known to be such _____ Chairman, County Board of _____ and

County Clerk _____ of said _____ Racine County _____ Corporation, and acknowledged

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

Beverly J. Hoppe
Notary Public, _____ Racine County, Wis.

My commission expires _____ 4-4-71

This instrument was drafted by _____ J. A. Clausen _____ on behalf of Wisconsin Natural Gas Company.

858012

Doc. No.

RACINE COUNTY

TO

WISCONSIN NATURAL
GAS COMPANY

EASEMENT

Register's Office,
STATE OF WISCONSIN

Racine County.

Received for Record this _____ day

of _____ August _____ A.D., 1969, at

_____ 11:54 o'clock A.M., and

recorded in Vol. _____ 1028 _____ of _____

on Page _____ 69-72 _____

_____ Stanley J. Bickel _____

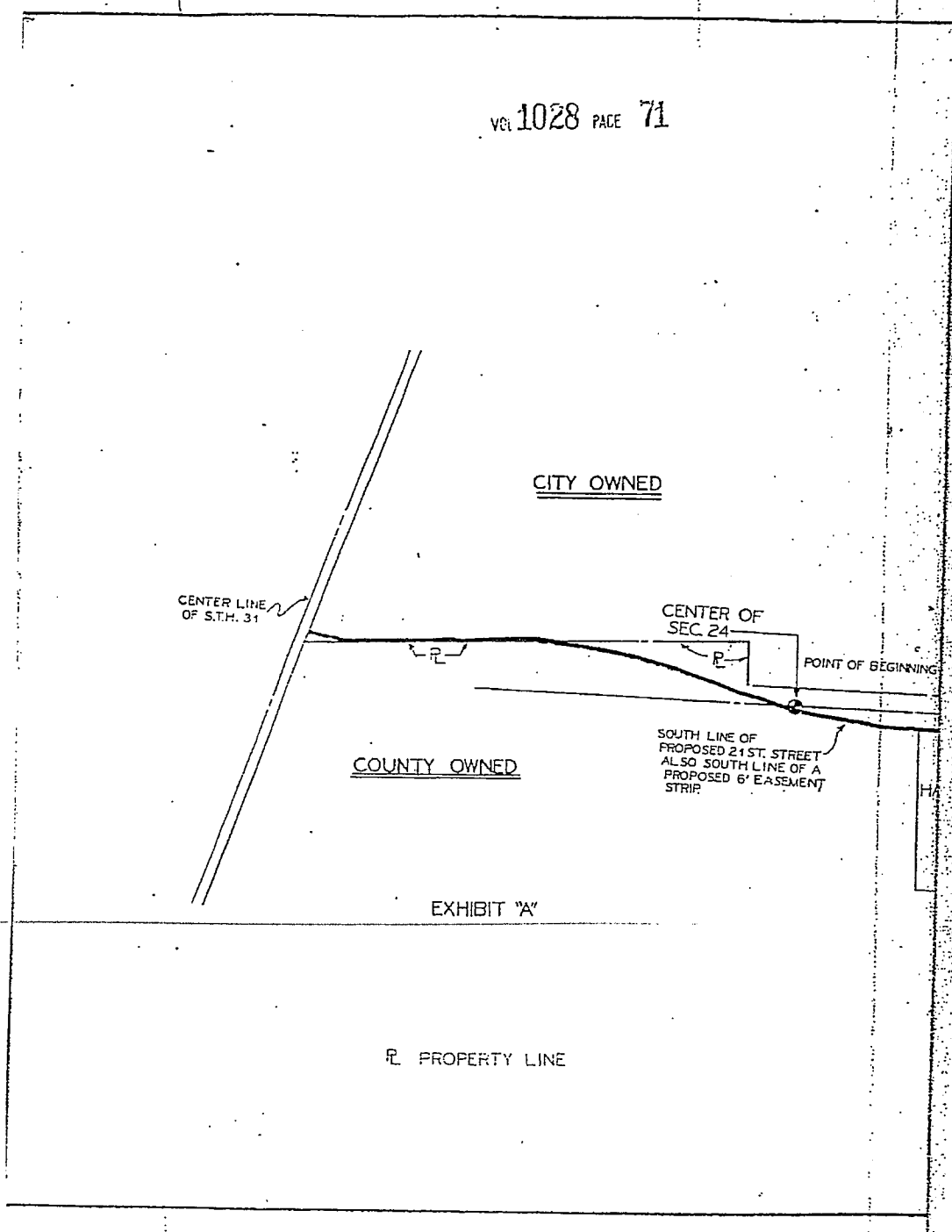
5.00 _____

Return to R. D. Hill

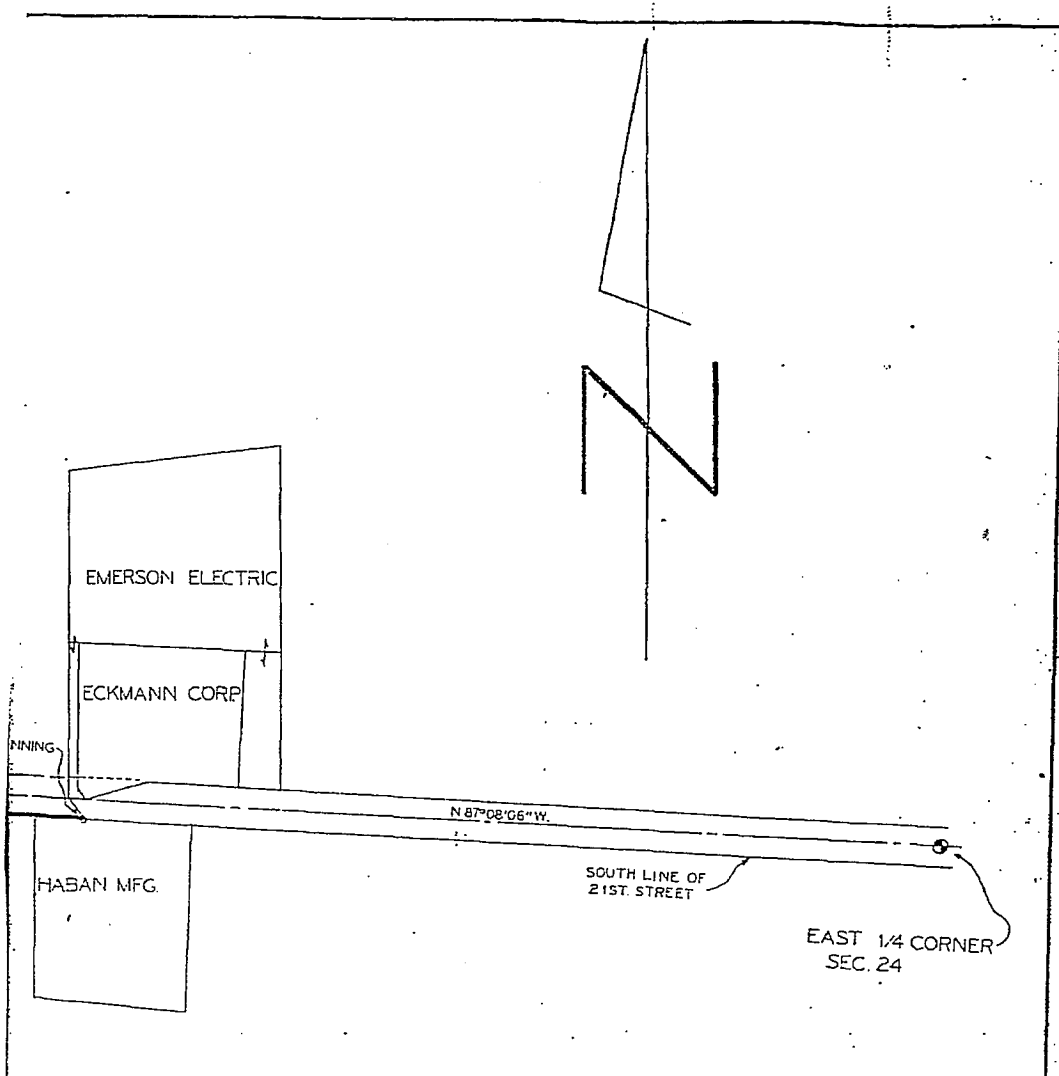
Wisconsin Natural Gas Company

100 Third Street

Racine, Wis. 53401



Rec'd 6-9-60



Vol 1028 PAGE 72

SHEET 1 OF 1

W. O. _____ P. R. _____

REVISIONS		DATE	BY	WISCONSIN ELECTRIC POWER CO. EXT.	
				PROPOSED EASEMENT FOR 21ST STREET	
DRAWN BY VC J	APPROVED BY	SCALE 1" = 400'		DATE 6-4-69	DRAWING NO. C-

846754

This Indenture, Made this 7th day of November, A. D., 1968,
between City of Racine, a municipal corporation
~~a corporation~~ duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at
County of Racine, State of Wisconsin, party of the first part, and
Haban Manufacturing Company, a Wisconsin corporation located at
the County of Racine, State of Wisconsin party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of One (\$1.00)
Dollar and other good and valuable consideration

~~Dollars~~
to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given,
granted, bargained, sold, remised, released and quit-claimed, and by these presents does give, grant, bargain, sell, remise,
release and quit-claim unto the said party of the second part, and to its ~~heirs~~ successors and
assigns forever, the following described real estate, situated in the County of Racine

State of Wisconsin, to-wit:

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

Commence at the Northeast corner of said 1/4 Section; run thence
North 87° 08' 06" West along the North line of said 1/4 Section
1961.89 feet to a point; thence South 2° 51' 54" West 45.00 feet to
the point of beginning of this description, said point being the
beginning of a curve, the radius of which bears South 2° 51' 54"
West 255 feet; thence along the arc of said curve 176.38 feet, the
chord of which bears South 73° 02' 57" West 172.89 feet; to a point;
thence North 36° 45' 59½" West 76.09 feet; thence South 87° 08' 06"
East along a line which is 45 feet southerly (measured at right
angles) of and parallel to the North line of said 1/4 Section
211.21 feet to the point of beginning.

1001-499

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto
belonging or in any wise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said

1001-499

Nov. 13, 1968

Vol 1001 500

party of the first part, either in law or equity, either in possession or expectancy of, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

In Witness Whereof, the said City of Racine

party of the first part, has caused these presents to be signed by William H. Beyer, its Mayor
and countersigned by George H. Benson, its City Clerk
at Racine, Wisconsin, and its corporate seal to be hereunto affixed,
this 2nd day of November, A.D., 1968.

Signed and Sealed in the Presence of

Leona A. Phillips
Louis J. Roshar
State of Wisconsin,
RACINE COUNTY.

City of Racine

William H. Beyer
George H. Benson
City Clerk

Personally came before me, this 2nd day of November, A.D., 1968,

William H. Beyer, Mayor
and George H. Benson, City Clerk

Municipal Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

Notary Public,

My Commission expires

This deed drafted by
Louis J. Roshar, 730 Washington Avenue, Racine, Wis.

(Section M.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary.)

846754
No. City of Racine
a Municipal Corporation
TO
Haben Manufacturing Company
a Wisconsin Corporation

QUIT CLAIM DEED

REGISTER'S OFFICE,
STATE OF WISCONSIN,
Racine County,
Received for Record this 13th day of
November, 1968, and recorded in
Vol. 1001 of Deeds on page 500
Stanley J. Bialoski
Registrar of Deeds

Deputy
B. P. Bialoski

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) to it paid, the receipt whereof is hereby acknowledged, RACINE COUNTY, a municipal body corporate of the State of Wisconsin, grantor, does hereby give and grant to

WISCONSIN ELECTRIC POWER COMPANY, *WECO*
grantee; its successors and assigns, the right, permission and authority to construct, install, operate, maintain and replace conduit and cables underground for the purpose of transmitting electrical energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, upon, in and under a strip of land lying in the West one-half ($W\frac{1}{2}$) of Section 24, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin. Said strip of land 10 feet in width and running parallel to the easterly right of way line of relocated STH-31 as shown on the "Plat of Right of Way Required" filed in accordance with Sections 84.02, (3) and 84.09 of Wisconsin Statutes with the Clerk for Racine County and shall be as shown on the drawing annexed hereto, marked Exhibit "A" and made a part hereof.

The right, permission and authority is also granted said grantee to enter upon said premises of the grantor for the purpose of exercising the rights herein acquired, but the grantee agrees to restore the premises of the grantor, as nearly as is reasonably possible, to the condition existing prior to such entry.

IN WITNESS WHEREOF, the said RACINE COUNTY, by appropriate action of its Board of Supervisors, has caused these presents to be signed by its Chairman and attested to by its County Clerk, and its corporate seal hereunto affixed this 25th day of March, 1975.

In Presence of:

RACINE COUNTY

Dennis J. Flynn By *John Margis Jr.*
JOHN MARGIS, JR. Chairman

ATTEST:

Dennis J. Flynn By *James A. Fay*
Dennis J. Flynn James A. Fay County Clerk

VOL 1397 PAGE 123

1008628

1397-123

Aug. 23, 1977

STATE OF WISCONSIN)
)SS:
Racine COUNTY)

VOL 1397 PAGE 124

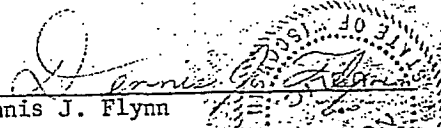
Personally came before me this 25th day of March,
1975, John Margis, Jr., Chairman; and
James A. Fay, County Clerk, of the above named
municipal corporation, to me known to be the persons who executed the
foregoing instrument and to me known to be such Chairman and County
Clerk of said municipal corporation, and acknowledged that they executed
the foregoing instrument as such officers, as the deed of said municipal
corporation, by its authority, and pursuant to Resolution No. _____
adopted by its Board of Supervisors on the 25th day of
March, 1975.

I.D.O. R-665

420-WO, 01-4049

RGS 3-10-75

RCJ 3-10-75


Dennis J. Flynn

Notary Public, Racine County, WI.

My commission ~~expires~~ is permanent.

This Instrument Was Drafted By

Robert C. Just
On Behalf of Wisconsin Electric Power Company

Revised 3-20-75 By

Cecil F. Mehring, Jr. - County Highway Engr.
On Behalf of Racine County

P1 = 167 + 2145
 2 577 34 00
 2 64 17 00
 1 = 137 - 0118°
 A = 7° 51' 18"
 D = 0° 21'
 T = 1173 90°
 L = 2244 27°
 E = 1054
 R = 6370 22°
 PC = 135 407 90
 PT = 130 + 41 03

Region's Office
Harris County, Texas

Received for Record 2510 827
August 27, 1941 at 2:04
O'clock M. and recorded in Volume 139
at Records on page 13-25

4. Stanley E. Black

EXHIBIT - A

W.E.P.C.D. ASSEMBLY

Vol. 1397 p. 125

Ret:
Dy #99

1056790

SLOPE EASEMENT

THIS AGREEMENT, made and entered into this 24th day of July, 1979, by and between RACINE COUNTY, a Wisconsin quasi-municipal corporation, hereinafter called "Grantor" and RACINE JOINT VENTURE, a partnership having its principal office at 25425 Center Ridge Road, Cleveland, Ohio 44145 and consisting of Richard E. Jacobs, Dominic A. Visconti, David H. Jacobs, R. F. Coffin, Edward H. Crane and Anthony W. Weigand, all of Cleveland, Ohio, hereinafter called "Grantee",

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain premises described as follows:

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

Commencing at the SE corner of the SW 1/4 of said Section 24; thence S89°28'36"E, 992.09 feet on the south line of said SE 1/4; thence N1°33'26"W, 61.18 feet to a point on the northerly right-of-way of State Trunk Highway 11; thence N1°33'26"W, 1,188.82 feet; thence along a 779.41 foot radius curve concave to the east whose chord bears N5°18'08"E, 186.17 feet; thence S89°51'41"W, 1,068.68 feet; thence N1°08'19"W, 100.00 feet; thence S89°51'41"W, 200.00 feet to the point of beginning of this description; thence S89°51'41"W, 1,200.00 feet; thence N01°08'18"W, 100.00 feet; thence N89°51'41"E, 1,200.00 feet; thence S01°08'18"E, 100.00 feet to the point of beginning and the end of the Section being described. Section contains 2.754 acres.

WHEREAS, Grantee is the owner of lands immediately adjacent and to the south thereof, which lands are described as follows:

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

Commencing at the SE corner of the SW 1/4 of said Section 24; thence S89°28'36"E, 992.09 feet on the south line of said SE 1/4; thence N01°33'26"W, 61.18 feet to a point on the northerly right-of-way of State Trunk Highway 11 and the point of beginning

1518-586

July 26, 1979

of this description; thence along a 11,398.29 foot radius curve concave to the north whose chord bears N88°00'16"W, for a distance of 474.11 feet; thence N86°48'46"W, 291.28 feet; thence along a 11,520.16 foot radius curve concave to the south whose chord bears N87°55'25"W for a distance of 446.66 feet; thence N89°02'04"W, 1,902.81 feet; thence N77°46'59"W, 116.17 feet; thence N11°30'26"E, 855.16 feet; thence N11°49'06"E, 534.47 feet; thence N89°51'41"E, 1,861.27 feet; thence S01°08'19"E, 100.00 feet; thence N89°51'51"E, 1,068.68 feet; thence along a 779.41 foot radius curve concave to the east whose chord bears S05°18'08"W, for a distance of 186.17 feet; thence S01°33'26"E, 1,188.82 feet to the point of beginning of this description. Parcel contains 97.754 acres, and

WHEREAS, Grantee has requested from Grantor the right to grade and slope the premises first above-described in connection with a proposed regional shopping center planned by Grantee on the lands last above-described, and

WHEREAS, Grantor on March 12, 1974, has by duly authorized action, adopted Report 131 of its Business Administration Committee, attached as Exhibit "A", recommending the granting of this Easement.

NOW, THEREFORE, it is agreed as follows:

FIRST: Grantor does hereby grant to the Grantee, its successors and assigns, a temporary easement upon the land first above-described for the following purpose and none other: Grantee, at its expense, may come upon said land and slope and grade same in such fashion as it sees fit so as to accomplish approximately a 6 to 1 grade, and thereafter Grantor does further agree not to cause any changes whatsoever in the grade thus established without the written consent of Grantee or its successors and assigns. In addition, Grantee agrees to fill in a depressed area included within the slope easement immediately to the east of the area where graded and to restore the disturbed area with four inches of topsoil and to seed said area to re-establish grass growth thereon. The term of this temporary easement shall be three (3) years from the date hereof.

Thereafter, this Slope Easement shall be permanent providing Grantee has sloped and graded as above set forth. Grantor does further grant to the Grantee, its successors and assigns, a temporary easement over adjacent land together with a right-of-way as may be required during the period of grading.

SECOND: Grantee estimates that there will be available through the usual grading and site work to be done at the proposed regional shopping center a total of 118,000 cubic yards of topsoil. In consideration of the foregoing grant of easement, Grantee agrees that at no cost to Grantor, it will deposit all of such topsoil at the stock pile site (together with access road) all as designated on Exhibit "B" attached hereto, providing, however, that Grantee hereby reserves the right to thereafter remove up to 30,000 cubic yards of such topsoil for its own use in landscaping, etc.

THIRD: If, for any reason, Grantee fails to avail itself of the easement rights herein granted by Grantor, this Agreement shall be null and void.

FOURTH: This Easement shall be construed as a covenant running with the land and shall not be deemed personal to the parties hereto and may be terminated only upon the mutual written agreement of Grantor and Grantee and the latter's successors and assigns.

IN WITNESS WHEREOF, the undersigned, representing that they are duly and properly authorized to execute this Slope Easement, have caused this instrument to be executed by their respective officers and partners as of the day and year first above written.

ATTEST: Dennis Krumpholtz RACINE COUNTY
County Clerk By: Edmund Eckert
RACINE COUNTY BOARD

Date 7/18/79
Certified to be correct as to form,
By William Beck
Racine County Corporation Counsel

RACINE JOINT VENTURE, A Partnership
By RG Jack
Partner

STATE OF WISCONSIN

RACINE COUNTY

)

) SS:

Personally came before me this 24th day of July, 1979, the above-named Edward Hoopner, Racine County Board, and Dennis Kowalski, County Clerk of Racine County, to be known to be such officers who executed the foregoing instrument and acknowledged the same.

Kathleen A. Brunin
Notary Public, Racine County, Wisconsin
My commission is/expires: 9/19/82

STATE OF OHIO

CUYAHOGA COUNTY

)

) SS:

Personally came before me this 14th day of May, 1979, the above-named R.E. Jacobs, a partner of Racine Joint Venture, a partnership, to me known to be such partner, who executed the foregoing instrument and acknowledged the same.

David W. Hancock
Notary Public, Cuyahoga County, Ohio
My commission is/expires: permanently

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

March 12, 1974

REPORT NO. 131

REPORT BY BUSINESS ADMINISTRATION COMMITTEE
CONCERNING SLOPE EASEMENT REQUEST ON COUNTY PROPERTY

To The Honorable Members Of The
Racine County Board Of Supervisors:

The Business Administration Committee met recently to consider a slope easement request from Stone and Associates, Inc., consulting engineers who have been retained by the developers of the Federated complex to prepare plans for grading the property recently sold by Racine County to Federated Department Stores, Inc. The request involves grading of a knoll on county property immediately north of the north property line of the shopping center property.

After consultation with Highway Engineer Don Zenz, the committee recommends that the easement be granted subject to certain recommendations made by Mr. Zenz. Among other considerations, these recommendations involve a more gradual slope of the county property in question and the filling in and seeding of a swale on county property approximately 500 feet east of the area in question.

It is further recommended that the committee be authorized to make the necessary engineering and other decisions during the development of the shopping center with the advice and counsel of appropriate county personnel.

Respectfully submitted,

BUSINESS ADMINISTRATION COMMITTEE

Constance Barrington, Chairman

Norman Bauernfeind

Elwood Hoepfner

David Retzinger

Ruth Gedwardt

1056790

Register's Office } SS.
Racine County, Wis. }
Received for Record 26 day of July
A.D., 1974 at 2:10
o'clock P.M. and recorded in Volume 1518
of Records on page 586-590
Stanley F. Bialecki
Register of Deeds

6.00

EXHIBIT "A"

1308115

AMENDMENT TO SLOPE EASEMENT AND
LANDSCAPE AGREEMENT

Register's Office
Racine County, Wis. } SS
Received for Record 18th day of
April A.D. 19 20 at 2:47
o'clock P.M. and recorded in Volume 2009
of Records on page 965
Helen M. Schuttens 977
Register of Deeds

WHEREAS, Demetrios Dellaportas ("Dellaportas") is presently the owner of certain real property presently under development, which is more particularly described in Exhibit 1 and attached hereto and incorporated by reference (the "Property").

WHEREAS, Racine Joint Venture (the "Joint Venture"), a Partnership comprised of Richard E. Jacobs, David H. Jacobs, Dominic A. Visconsi, R. F. Coffin, Edward H. Crane, Anthony W. Weigand, and Richard E. Jacobs, Trustee, is presently the owner of real property more particularly described in Exhibit 2 attached hereto and incorporated by reference, which real property owned by Joint Venture is immediately to the south of the Property.

WHEREAS, the Property is subject to certain Easements granted by the County of Racine and City of Racine, the predecessors in interest to Dellaportas. These Easements are identified as follows: Slope Easement of July 24, 1979, executed by the County of Racine, State of Wisconsin, and recorded in the Register of Deeds' office for the County of Racine on July 26, 1979, at Records, Volume 1518, pages 586-590 (the "Slope Easement"), and Landscape Easement Agreement of April 10, 1981, executed by the City

12
09
7
of Racine, State of Wisconsin, and recorded in the Racine County Register of Deeds' office on May 21, 1981, at Records, Volume, 1615, pages 215-219 (the "Landscape Agreement").

WHEREAS, Dellaportas desires to build a shopping center complex on the Property, but portions of the proposed shopping center and service drive will encroach in the area of the Slope Easement.

WHEREAS, a dispute has arisen between Dellaportas and Joint Venture regarding their respective rights in the Slope Easement and the Landscape Easement. Joint Venture has filed a civil action in Racine County Circuit Court seeking a declaratory judgment regarding such rights, entitled Racine Joint Venture v. Demetrios Dellaportas, et al, Racine County Case No. 89-CV-1664, (the "Lawsuit").

WHEREAS, Dellaportas and Joint Venture are willing to compromise their respective claims in the Lawsuit, wherein Dellaportas will be permitted to construct certain improvements within the area of the Slope Easement and the Landscape Easement, and wherein Dellaportas agrees that he and his successors in interest will construct and maintain a permanent landscape buffer between a service drive to be constructed and the northern border of Joint Venture's property.

WHEREAS, Dellaportas and Joint Venture, each on

behalf of their respective heirs, successors and assigns, and mutual consideration of the dismissal of the Lawsuit and the respective claims and affirmative defenses which were or could have been raised in that action, hereby agree as follows:

1. Dellaportas and his heirs, successors and assigns are permitted to construct improvements consisting of portions of a shopping center service drive as shown on the drawing attached hereto as Exhibit 3 within that area described as the Slope Easement provided that, however, in the area of the described Slope Easement Dellaportas shall maintain a minimum 50 foot landscape buffer between the proposed shopping center service drive and the property line of Joint Venture. It is agreed and expressly understood that Dellaportas and his successors and assigns will not construct any buildings within the area of the Slope Easement or the Landscape Easement, but that the location of the buildings on the drawing attached as Exhibit 3 shall in no way be construed as either a requirement that buildings be located in the areas depicted as buildings on Exhibit 3, nor shall Exhibit 3 be construed as a limitation on where buildings may be constructed on the Property outside the areas of the Landscape Easement and Slope Easement.

2. Dellaportas shall, at his sole expense,

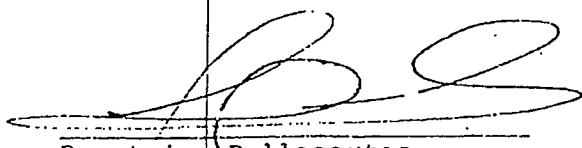
landscape, screen and berm that portion of the Slope Easement which lies between the proposed service drive on the north and Joint Venture's property line on the south. The landscaping, screening and berming shall extend to those areas, utilize those materials and be finished in accordance with Exhibit 3, including the written portions thereof.

3. Dellaportas, his heirs, successors and assigns, will maintain in good condition all existing landscape plantings which presently exist between the Property and the the real property of Joint Venture, and shall maintain those landscape improvements to be so made in accordance with the general notes of Exhibit 3 in perpetuity, and all areas disturbed shall be seeded and restored.

4. The agreements contained herein are and shall be deemed to be covenants running with the Property and the real property owned by Joint Venture and except as amended above, all of the other terms and conditions of the Slope Easement and Landscape Easement shall remain the same.

5. The parties to this Agreement hereby expressly agree that nothing agreed upon within this Agreement shall be construed to be in derogation of any rights of Wisconsin Electric Power Company and this Amendment is subject to any easement or encumbrance of record Wisconsin Electric Power Company may have regarding the subject areas.

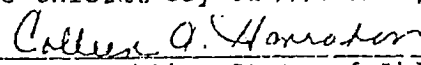
Date: 4-2-90


Demetrios Dellaportas

STATE OF ILLINOIS)
) SS.
COOK COUNTY)

Personally came before me this 2nd day of April, 1990, the above named Demetrios Dellaportas, to me known to be such person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me this 2nd day of April, 1990.

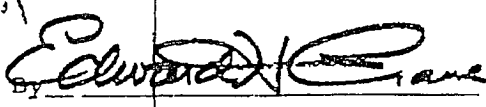

Notary Public, State of Illinois
My Commission Expires 9-23-92

" OFFICIAL SEAL "
COLLEEN A. HANRAHAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/23/92

RACINE JOINT VENTURE,
a partnership



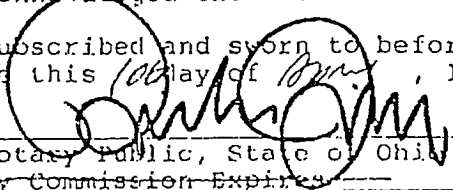
Date: 4-10-90


By Edward H. Crane

STATE OF OHIO)
) SS.
CAYAHOGA COUNTY)

Personally came before me this 10th day of April, 1990, the above named Edward H. Crane, to me known to be such person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me this 10th day of April, 1990.


Notary Public, State of Ohio
My Commission Expires _____

RICHARD D. TOMSICK, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

5

Description of Premises: That part of the West 1/2 of Section 24, Township 3 North, Range 22 East, bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located North 89° 08' 05" West 326.13 feet from a cast iron monument with a brass cap marking the center of said Section 24; run thence South 00° 08' 19" East 733.22 feet to a 1 inch diameter iron pipe stake; thence South 89° 51' 41" West 200.00 feet to a 1 inch diameter iron pipe stake; thence South 00° 08' 19" East 400.00 feet; thence South 89° 51' 41" West 1361.00 feet to the Easterly lin of S.T.H. # 31; thence North 11° 49' 57" East 591.07 feet on the Easterly line of said highway to a 1 inch diameter iron pipe stake; thence North 12° 21' 20" East 70.57 feet on the Easterly line of said highway to a 1 inch diameter iron pipe stake marking the point of curvature of a curve of Northwesternly convexity whose radius is 16310.22 feet and whose chord bears North 15° 04' 53" East 671.12 feet; thence Northeasterly 671.17 feet on the arc of said curve and the Easterly line of Highway "31" to a 1 inch diameter iron pipe stake on the South line of 21st Street; thence North 88° 27' 33" East 694.81 feet on the South line of 21st Street to a 1 inch diameter iron pipe stake marking the point of curvature of a curve of Northwesternly convexity whose radius is 1333.69 feet and whose chord bears South 79° 22' 21" East 562.24 feet; thence Southeasterly 566.49 feet on the arc of said curve and the South line of 21st Street to a 1 inch diameter iron pipe stake; thence South 00° 08' 19" East 73.45 feet to the point of beginning. EXCEPTING THEREFROM Certified Survey Map Nos. 1169 and 1276. Said land being in the City of Racine, County of Racine, State of Wisconsin.

Tax Key No.: 23876-17

Owner(s) of record: Demetrios Dellaportas

EXHIBIT 1

SURVEYOR'S CERTIFICATE

I, Walter R. Madsen, Registered Land Surveyor, hereby certify that I have surveyed, divided and mapped the plat of REGENCY MALL located in that part of the Southwest 1/4, Southeast 1/4, Northwest 1/4 and Northeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin bounded as follows: Block 1: Commence at the Southeast corner of the Southwest 1/4 of said Section 24; run thence S89°28'36"E along the South line of the Southeast 1/4 of said Section 24, 992.09 feet; thence N01°33'26"W 61.18 feet to a point on the Northerly right-of-way line of S.T.H. #11; thence N88°00'16"W 474.11 feet; thence N86°48'46"W 291.28 feet; thence N87°55'25"W 446.67 feet; thence N89°02'04"W along the Northerly line of right-of-way of S.T.H. #11, 1902.81 feet; thence N77°46'59"W 116.17 feet to a point on the Easterly line of right-of-way of S.T.H. #31 and the point of beginning of this description; run thence N11°30'26"E along the Easterly right-of-way line of S.T.H. #31 475.51 feet; thence along the arc of a 167.50 foot radius curve, concave to the South, having a chord length of 59.61 feet bearing S68°14'34"E to a point of reverse curve; thence along the arc of a 192.50 foot radius curve, concave to the North, having a chord length of 128.47 feet bearing S77°29'07"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the South, having a chord length of 36.73 feet bearing S59°14'03"E to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the East, having a chord length of 291.41 feet bearing S40°36'11"E; thence N76°05'21"E 67.30 feet; thence N00°57'56"E 213.13 feet; thence S89°02'04"E 349.39 feet; thence

N00°57'56"E 474.58 feet; thence
 S89°02'04"E 53.00 feet; thence
 N00°57'56"E 164.31 feet; thence
 N89°02'04"W 369.18 feet; thence
 N00°57'56"E 277.61 feet; thence
 N89°02'04"W 341.56 feet to a point on the
 Easterly right-of-way line of S.T.H. #31;
 thence N11°49'06"E 35.00 feet; thence
 N89°51'41"E 886.27 feet; thence
 S00°57'56"W 411.88 feet; thence
 S89°02'04"E 200.05 feet; thence
 S00°57'56"W 67.00 feet; thence
 S89°02'04"E 342.00 feet; thence
 N00°57'56"E 28.00 feet; thence
 S89°02'04"E 26.25 feet; thence
 N00°57'56"E 14.50 feet; thence
 S89°02'04"E 41.75 feet; thence
 N45°57'56"E 52.33 feet; thence
 S89°02'04"E 150.94 feet; thence
 N00°57'56"E 414.76 feet; thence
 N89°51'41"E 176.86 feet; thence
 S01°08'19"E 100.00 feet; thence
 N89°51'41"E 1068.68 feet to a point on
 the Westerly line of Roosevelt Avenue;
 thence Southerly along the Westerly
 right-of-way line of Roosevelt Avenue on
 the arc of a 779.4 foot radius curve,
 concave to the East, having a chord
 length of 186.17 feet bearing
 S05°18'08"W; thence S01°33'26"E 440.02
 feet along said right-of-way; thence
 along the arc of a 30.00 foot radius
 curve, concave to the South, having a
 chord length of 40.00 feet bearing
 N43°22'03"W to a point of reverse curve;
 thence along the arc of a 240.00 foot
 radius curve, concave to the Northeast,
 having a chord length of 77.66 feet
 bearing N75°52'03"W; thence N66°33'26"W
 282.82 feet to a point; thence along the
 arc of a 300.00 foot radius curve,
 concave to the South, having a chord
 length of 103.73 feet bearing N76°30'47"W
 to a point of reverse curve; thence along
 the arc of a 30.00 foot radius curve
 concave to the East, having a chord
 length of 43.58 feet bearing S46°57'04"W
 to a point of reverse curve; thence along
 the arc of a 360.00 foot radius curve
 concave to the West having a chord length
 of 128.70 feet bearing S10°40'06"W;

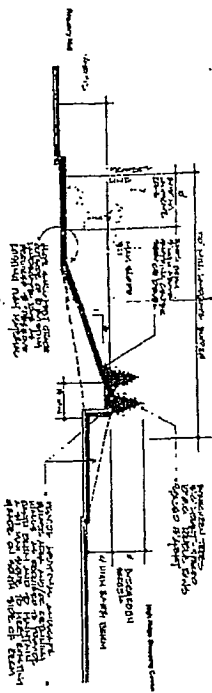
thence S20°57'56"W 315.61 feet; thence
 along the arc of a 445.00 foot radius
 curve concave to the West having a chord
 length of 294.39 feet bearing
 S40°16'53"W; thence along the arc of a
 30.00 foot radius curve concave to the
 South having a chord length of 37.09 feet
 bearing S82°13'07"E; thence S44°02'04"E
 165.36 feet; thence along the arc of a
 175.00 foot radius curve concave to the
 Northeast having a chord length of 127.65
 feet bearing S65°25'26"E; thence
 S03°11'14"W 58.55 feet to a point on the
 Northerly right-of-way line of S.T.H.
 #11; thence on said Northerly right-of-
 way N86°48'46"W 187.06 feet; thence along
 the arc of a 11,520.16 foot radius curve
 concave to the South with a chord length
 of 183.30 feet bearing N87°16'07"W;
 thence N00°57'56"E 195.48 feet thence
 along the arc of a 423.00 foot radius
 curve concave to the North having a chord
 length of 371.56 feet bearing
 N47°01'06"E; thence N20°57'56"E 315.61
 feet to a point of curve; thence along
 the arc of a 338.00 foot radius curve,
 concave to the West, having a chord
 length of 294.80 feet bearing
 N04°53'22"W; thence N89°02'04"W 607.27
 feet; thence S00°57'56"W 331.16 feet;
 thence S89°02'04"E 32.00 feet; thence
 S00°57'56"W 213.00 feet; thence
 S21°53'51"W 42.83 feet; thence
 S00°57'56"W 306.00 feet; thence
 S89°02'04"E 115.21 feet to a point of
 curve; thence along the arc of a 445.00
 foot radius curve, concave to the North,
 having a chord length of 32.79 feet
 bearing N88°51'16"E to a point of reverse
 curve; thence along the arc of a 30.00
 foot radius curve, concave to the South,
 having a chord length of 43.96 feet
 bearing S46°08'44"E; thence S00°57'56"W
 123.00 feet to a point on the Northerly
 right-of-way line of S.T.H. #11; thence
 along the arc of an 11,520.16 foot radius
 curve concave to the South, having a
 chord length of 198.38 feet bearing
 N88°32'28"W; thence N89°02'04"W along the
 northerly right-of-way line of S.T.H. #11
 667.63 feet; thence N00°57'56"E 120.00

feet; thence along the arc of a 30.00
 foot radius curve concave to the East
 having a chord length of 42.43 feet
 bearing N45°57'56"E; thence S89°02'04"E
 491.81 feet; thence N00°57'56"E 367.00
 feet; thence N89°02'04"W 159.69 feet;
 thence N44°02'04"W 113.14 feet; thence
 N89°02'04"W 40.00 feet; thence
 N00°57'56"E 50.00 feet; thence
 N89°02'04"W 262.00 feet; thence
 S00°57'56"W 35.50 feet; thence
 S45°57'56"W 50.91 feet; thence
 S00°57'56"W 58.50 feet; thence
 N89°02'04"W 160.36 feet; thence
 S00°57'56"W 367.00 feet; thence
 S89°02'04"E 121.24 feet; thence along the
 arc of a 30.00 foot radius curve having a
 chord length of 42.43 feet bearing
 S44°02'04"E; thence S00°57'56"W 120.00
 feet to a point on the Northerly right-
 of-way line of S.T.H. #11; thence
 N89°02'04"W 1170.18 feet; thence
 N77°46'59"W 116.17 feet to the point of
 beginning. Containing 43.857 acres.
 ALSO Block 2: Commence at the Southwest
 corner of the Southeast 1/4 of said
 Section 24; run thence S89°28'36"E along
 the South line of the Southeast 1/4 of
 said Section 24, 992.09 feet; thence
 N01°33'26"W 61.18 feet to a point on the
 Northerly right-of-way line of S.T.H.
 #11; thence N88°26'22"W 301.05 feet to
 the point of beginning of this
 description; thence along the arc of a
 150.00 foot radius curve concave to the
 West, having a chord length of 115.00
 feet bearing N19°50'45"W; thence
 N47°36'50"E 11.49 feet; thence
 N22°02'24"E 309.41 feet; thence along the
 arc of a 300.00 foot radius curve concave
 to the North, having a chord length of
 142.20 feet bearing S77°50'50"E; thence
 N88°26'34"E 66.00 feet; thence
 S01°33'26"E 382.91 feet to a point on the
 Northerly right-of-way line of S.T.H.
 #11; thence along the arc of an 11,398.29
 foot radius curve, concave to the North,
 having a chord length of 301.05 feet
 bearing N88°26'22"W to the point of
 beginning of this description.
 Containing 2.505 acres.

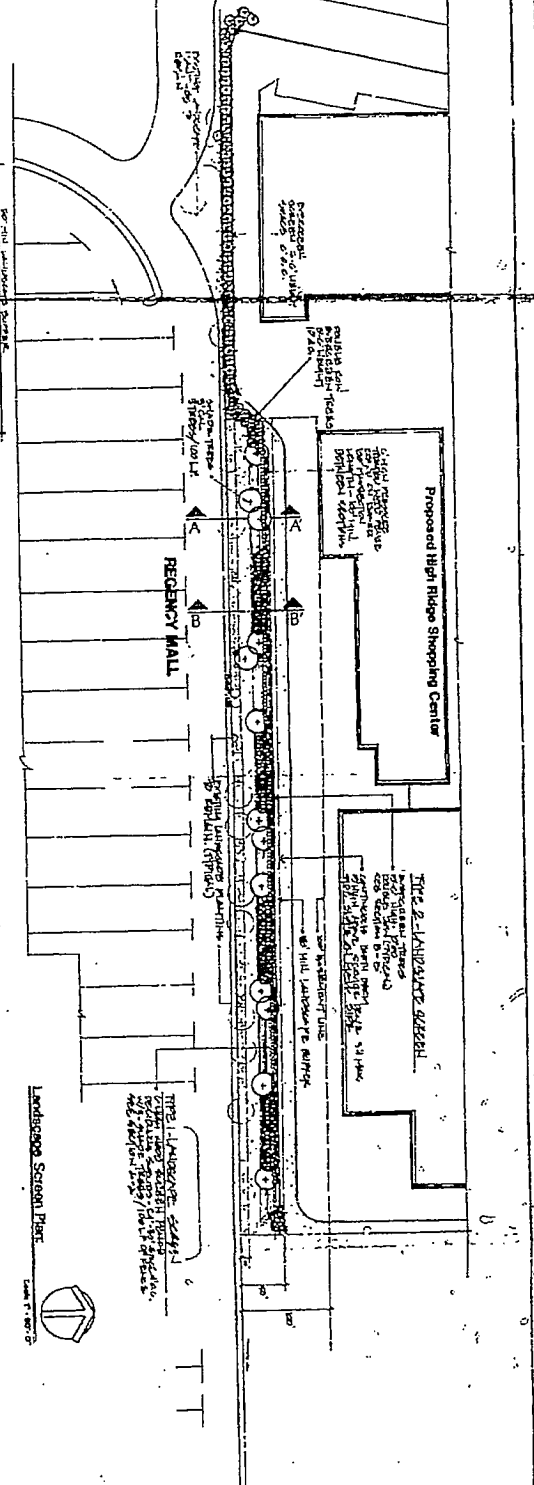
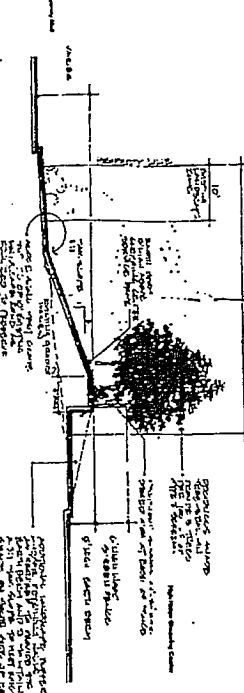
ALSO Block 3: Commence at the Southeast corner of the Southwest 1/4 of said Section 24; run thence S89°28'36"E along the South line of the Southeast 1/4 of said Section 24, 992.09 feet; thence N01°33'26"W 61.18 feet to a point on the Northerly right-of-way line of S.T.H. #11; thence N88°00'16"W 474.11 feet; thence N86°40'46"W 291.28 feet; thence N87°55'25"W 446.67 feet; thence N89°02'04"W along the Northerly right-of-way line of S.T.H. #11, 1902.81 feet; thence N77°46'59"W 116.17 feet to a point on the Easterly right-of-way line of S.T.H. #31; thence N11°30'26"E along the Easterly right-of-way line of S.T.H. #31 540.51 feet to the point of beginning of this description; run thence N11°30'26"E along the Easterly right-of-way line of S.T.H. #31 314.65 feet; thence N11°49'06"E on the Easterly right-of-way line of S.T.H. #31, 466.97 feet; thence along the arc of a 165.00 foot radius curve concave to the North, having a chord length of 34.37 feet bearing S84°09'52"E; thence N89°51'41"E 65.00 feet to a point of curve; thence along the arc of a 117.50 foot radius curve concave to the South, having a chord length of 54.80 feet bearing S76°39'16"E; thence along the arc of a 30.00 foot radius curve concave to the West, having a chord length of 45.37 feet bearing S14°02'53"E to a point of reverse curve; thence along the arc of a 275.00 foot radius curve, concave to the South having a chord length of 110.85 feet bearing S23°26'47"W; thence S11°49'06"W 332.74 feet; thence S11°30'26"W 161.86 feet to a point of curve; thence along the arc of a 445.00 foot radius curve concave to the East having a chord length of 136.35 feet bearing S02°41'42"W to a point of reverse curve; thence along the arc of a 30.00 foot radius curve concave to the West, having a chord length of 45.30 feet bearing S42°54'33"W; thence along the arc of a 127.50 foot radius curve concave to the North, having a chord length of 66.15 feet bearing N73°01'46"W to a point of reverse curve; thence along the arc of a

232.50 foot radius curve concave to the
South having a chord length of 82.73 feet
bearing N68°14'34"W to the point of
beginning. Containing 2.845 acres.

Section B-B'
Landscape Screen Type 2



Section A-A'
Landscape Screen Type 1



1. The proposed High Ridge Shopping Center is located on the east side of the Regency Mall. The center is a large rectangular building with a parking lot. The plan also shows various landscape features such as trees, shrubs, and grass.

2. The Regency Mall is a large rectangular building with a parking lot. The plan also shows various landscape features such as trees, shrubs, and grass.

3. The proposed High Ridge Shopping Center is located on the east side of the Regency Mall. The center is a large rectangular building with a parking lot. The plan also shows various landscape features such as trees, shrubs, and grass.

1071196

1557-345

April 9, 1980

DOCUMENT NO.		STATE BAR OF WISCONSIN - FORM 2 WARRANTY DEED THIS SPACE RESERVED FOR RECORDING DATA
Racine County		
conveys and warrants to		
City of Racine, a municipal corp.		
the following described real estate in Racine County, State of Wisconsin:		RETURN TO Daniel Wright City Attorney's Office City Hall Racine, WI 53403
PLAT of a survey for RACINE WATER & WASTEWATER UTILITY of that part of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Commence at a 3/4" diameter iron pipe stake on the South line of Section 24 located S89°28'36"E 992.09 feet from a Racine County monument with a brass cap marking the South 1/4 corner of said Section; run thence N1°33'26"W 1250.00 feet to a 3/4" diameter iron pipe stake and a point on a curve of Westerly convexity whose radius is 779.41 feet and whose chord bears N05°18'08"E 186.17 feet; thence Northerly along the arc of said curve 186.62 feet to a 3/4" diameter iron pipe stake; thence S89°51'41"W 1068.68 feet to a 3/4" diameter iron pipe stake; thence N1°08'19"W 100.00 feet to a 3/4" diameter iron pipe stake; thence S89°51'41"W 300.00 feet to a 3/4" diameter iron pipe stake and the point of beginning of this description; run thence S89°51'41"W 200.00 feet to a 3/4" diameter iron pipe stake; thence N00°08'19"W 400.00 feet to a 3/4" diameter iron pipe stake; thence N89°51'41"E 200.00 feet to a 3/4" diameter iron pipe stake; thence S00°08'19"E 400.00 feet to the point of beginning. Containing 1.837 acres.		Tax Key No.
This is not homestead property. (is) (is not)		Ex-empt 27-27 #2
Exception to warranties: (see reverse side)		
Dated this 7th day of April, 1980		
(SEAL) Elwood Hoeppner, Chairman Rac. Cty. Board Supv.		
(SEAL) Dennis Komwolt, Clerk, Racine Cty.		
AUTHENTICATION Signatures authenticated this 7th day of April, 1980 James T. McMahon TITLE: MEMBER STATE BAR OF WISCONSIN (If not, authorized by § 706.06, Wis. Stats.) This instrument was drafted by James T. McMahon		ACKNOWLEDGMENT STATE OF WISCONSIN } ss. County: } Personally came before me, this day of the above named
(Signatures may be authenticated or acknowledged. Both are not necessary.)		to me known to be the person who executed the foregoing instrument and acknowledged the same.
VOL 1557 PAGE 345		* Notary Public County, Wis. My Commission is permanent. (If not, state expiration date: 19)
Value: \$15,000		

This conveyance is subject to the following restrictions in paragraph number 1 and agreement in paragraph number 2.

- (1) Prior to the construction of the proposed water tower on the land conveyed the grantee shall obtain site plan approval from the Racine County Land Use Committee in accordance with the zoning ordinances of the County of Racine, Wisconsin. Failure on the part of the grantee to obtain an approval of the site plan by the Racine County Land Use Committee shall cause the described premises to revert to the grantor without further proceedings.
- (2) As further consideration by the grantor in addition to the premises conveyed the grantor agrees to provide access to the property to the grantee across either presently existing roadways and parking lots or any future proposed driveways and parking lots at the present High Ridge Hospital site. In the event that the Grantor sells the High Ridge Hospital site or any portion thereof, resulting in impairment of ingress and egress to the property described herein, then the Grantor agrees to reserve and provide an easement to the Grantee for ingress and egress across any such property.

1071196

Register's Office } SS.
 Racine County, Wis. }
 Received for Record 9th day of
April A.D. 1980 at 2:13
 o'clock P. M. and recorded in Volume 1557
 of Records on page 345-346
Stanley F. Bialecki
 Register of Deeds

3-00

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid, the receipt whereof is hereby acknowledged, RACINE COUNTY, grantor, does hereby give and grant to

WISCONSIN ELECTRIC POWER COMPANY,
grantee, its successors and assigns, the right, permission and authority to construct, install, operate, repair, maintain and replace a line of poles, together with the necessary crossarms, transformer, anchors, guy wires and other appliances necessary and usual in the conduct of its business, and to string, operate, maintain and replace wires thereon, and to construct, install, operate, maintain and replace conduit and cables underground, together with riser equipment, pedestals, terminals, markers, manholes and other appurtenant equipment; also the right to construct, install, operate, maintain and replace electric pad-mounted transformers, electric pad-mounted switch-fuse units, together with concrete slabs, secondary power pedestals 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, along, over, across, within and beneath

strips of land of various widths being part of its premises in the South One-half (S½) of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East, City of Racine, Racine County, Wisconsin.

The location of the easement strips 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 said grantee to enter upon said premises of the grantor for the purpose of exercising the rights herein acquired, but the grantee agrees to restore the premises of the grantor, as nearly as is reasonably possible, to the condition existing prior to such entry.

1605-212

1087781

1605-212

March 18, 1981

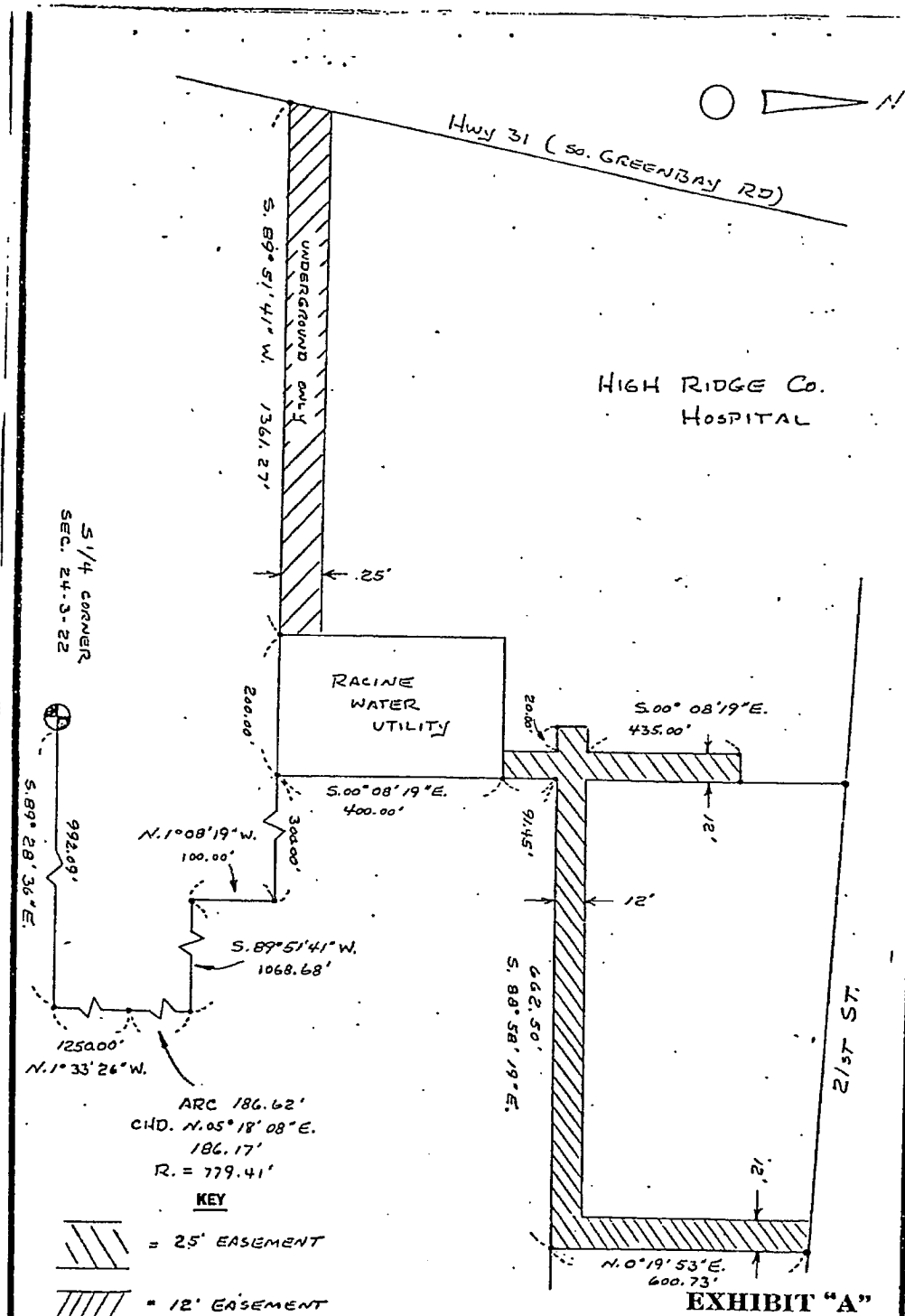
The right, permission and authority is also granted said grantee, its successors and assigns, to trim and keep trimmed all trees now or hereafter existing along said lines so that they will clear wires strung not less than 18 feet above the presently existing ground level, by as much as five (5) feet, and so that the trees will not be liable to interfere with the transmission of electricity over said lines; also the right to cut down certain trees and/or brush where it is found impractical to maintain clearance by trimming, or 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 facilities as to create a violation of the Wisconsin State Electrical Code or any amendments thereto.

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

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

In consideration of the foregoing grant, it is understood that during the time said underground and overhead electrical facilities are located on the premises of the grantor pursuant to this grant, Wisconsin Electric Power Company will indemnify and save the grantor, its successors and assigns harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of the installation and the maintenance of the aforesaid facilities; excepting however, any claims or actions arising out the negligence or willful acts on the part of grantor, its successors and assigns, employees, agents and invitees.



REVISIONS	WISCONSIN ELECTRIC POWER COMPANY	DRAWN BY W.G.
	RACINE Co. PROPERTY	CHECKED BY
	HIGHRIDGE HOSP.	APPROVED BY
		SCALE: NONE
		DATE 7-19-80
		IDO

IN WITNESS WHEREOF, the said RACINE COUNTY, by appropriate action of its Board of Supervisors, has caused these presents to be signed by its Chairman and attested to by its County Clerk, and its corporate seal hereunto affixed this 18th day of February, 19 81.

IN PRESENCE OF:

RACINE COUNTY

Elwood E. Hoeppner
Elwood E. Hoeppner Chairman

ATTEST:

Dennis Kornwolf
Dennis Kornwolf County Clerk

STATE OF WISCONSIN)
:SS
Racine COUNTY)

Personally came before me this 18th day of February, 19 81, Elwood E. Hoeppner, Chairman and Dennis Kornwolf, County Clerk, of the above named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Chairman and County Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority, and pursuant to Resolution No. 80-214, adopted by its Board of Supervisors on the 9th day of December, 19 80.

Linda P. Callender
Linda P. Callender

Notary Public Racine

My commission expires 10/9/83

APPROVED:
DATE: <u>2/1/81</u>
BY: <u>William F. Boch</u>

590533-28

Date 2/1/81
Certified to be correct as to form.
By William F. Boch
Racine County Corporation Counsel
William F. Boch

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

3

Register's Office
Racine County, Wis. } SS

Received for Record 18th day of March, A.D. 19 81 at 4:00 o'clock P.M. and recorded in Volume 1605 of Records on page 215

1087781

VOL 1605 PAGE 215

John M. Chutten
Register of Deeds

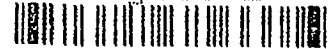
5.00

Document Number

ASSIGNMENT
OF EASEMENT RIGHTS

KNOW ALL PERSONS BY THESE PRESENTS that **WISCONSIN ELECTRIC POWER COMPANY**, doing business as **We Energies**, a Wisconsin corporation hereinafter referred to as Assignor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign unto **WISCONSIN BELL INC. d/b/a AT&T WISCONSIN**, a Wisconsin corporation, hereinafter referred to as Assignee, assign joint interests in Assignor's certain easement granted to the Assignor to enable Assignee to place underground communication cables and appurtenant facilities in the designated easement based upon permission granted by **RACINE COUNTY**. It is expressly understood and agreed that all easement rights as set forth in the below mentioned document shall remain in full force and effect and that the Assignor's rights thereunder shall be paramount to any assigned to **WISCONSIN BELL INC. d/b/a AT&T WISCONSIN**, a Wisconsin corporation. This assignment grants the Assignee joint possession of those rights as set forth in that part of the easement area as described below and granted by **RACINE COUNTY**, to **WISCONSIN ELECTRIC POWER COMPANY**, recorded in the Office of the Register of Deeds in and for Racine County, on the 18th day of March, 1981, in Volume 1605 of Records, on Pages 212-215, inclusive, as **Document No. 1087781**;

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 2



RETURN TO:
Wisconsin Electric Power Company
Attn: Esther Casey - Room A252
333 W. Everett Street
Milwaukee, WI 53203

30-2

Strips of land of various widths being part of its premises in the South ½ of Section 24, Township 3 North, Range 22 East, City of Racine, Racine County Wisconsin.

(Parcel Identification Number)

276 000023876042
276 000023876017
276 000023876016

This assignment of easement rights is granted subject to the following conditions:

1. Assignor makes no guarantee that the rights being assigned hereunder are suitable for the purposes of Assignee.
2. Assignee shall protect, indemnify, save and hold harmless the Assignor and its affiliated corporations and their directors, officers, agents and employees from any and all claims, demands, actions, and all liability, costs, and expenses (including attorney's fees) in connection therewith, which may be made or brought against or incurred by the Assignor and its affiliated corporations or their directors, officers, agents or employees as a result of the actions of Assignee, or its agents and/or subcontractors of their employees while on the property included under the assignment herein given.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns.

IN WITNESS WHEREOF, said **WISCONSIN ELECTRIC POWER COMPANY** has caused these presents to be executed on its behalf by its duly authorized officers and its corporate seal hereunto affixed this 14th day of July, 2014. IN WITNESS WHEREOF, said **WISCONSIN BELL, INC., d/b/a AT&T WISCONSIN**, a Wisconsin Corporation has caused these presents to be executed on its behalf by its duly authorized officers and its corporate seal hereunto affixed this 24th day of July, 2014.

WISCONSIN ELECTRIC POWER COMPANY

By James T. Raabe
James T. Raabe, Manager of Property Management

WISCONSIN BELL, INC., d/b/a AT&T WISCONSIN,
a Wisconsin Corporation

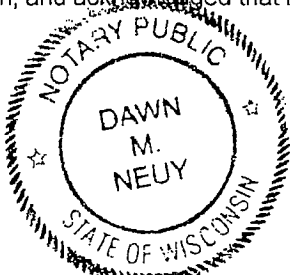
Signature Matthew D. Grimm

Print Matthew D. Grimm

Title Row Manager

STATE OF WISCONSIN)
: SS
MILWAUKEE COUNTY)

Personally came before me this 14th day of July, 2014, James T. Raabe, Manager of Property Management, of the above-named corporation, **WISCONSIN ELECTRIC POWER COMPANY**, known to me to be the persons who executed the foregoing instrument and to me known to be such Manager of Property Management of said corporation, and acknowledged that he executed the foregoing instrument as the deed of said corporation, by its authority.



Dawn M. Neuy
Dawn M. Neuy

Notary Public State of Wisconsin

My commission expires June 15, 2018

STATE OF WISCONSIN)
: SS
WAUKESHA COUNTY)

Personally came before me this 24th day of July, 2014, (name/title) Matthew D. Grimm, Row manager of the above-named corporation, **WISCONSIN BELL, INC., d/b/a AT&T WISCONSIN, a Wisconsin Corporation**, known to me to be the persons who executed the foregoing instrument and to me known to be such (title) Row manager of said corporation, and acknowledged that he executed the foregoing instrument as the deed of said corporation, by its authority.

Nancy H. Balenz
Signature

Nancy H. Balenz
Printed Name

Notary Public State of Wisconsin

My commission expires 8-13-17

1090987

1615-210

May 21, 1981

LANDSCAPE EASEMENT AGREEMENT

THIS LANDSCAPE EASEMENT AGREEMENT, made and entered into as of this 10th day of April, 1981, by and between RACINE COUNTY, a Wisconsin quasi-municipal corporation, herein after called "Grantor" and RACINE JOINT VENTURE, a partnership having its principal office at 25425 Center Ridge Road, Cleveland, Ohio 44145, hereinafter called "Grantee".

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain premises described as follows:

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

Commencing at the southeast corner of the southwest 1/4 of said Section 24; thence, S89°28'36"E, along the south line of the southwest 1/4 of said Section 24, 992.09 feet to a point; thence, N01°33'26"W, 61.18 feet to a point on the northerly line of State Trunk 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°30'26"E, along the easterly right-of-way line of State Trunk Highway 31, 855.16 feet; thence, N11°49'06"E, continuing along the easterly right-of-way line of State Trunk Highway 31, 534.47 feet, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N89°51'41"E, 1,361.27 feet; thence, N00°08'19"W, 10.00 feet; thence, S89°51'41"W, 1,359.15 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, S11°49'06"W, along the easterly right-of-way line of State Trunk Highway 31, a distance of 10.22 feet to the point of beginning; containing within said bounds 0.312 acres and referred to herein as the "Easement Parcel".

WHEREAS, Grantee is the owner of certain premises immediately adjacent to the south of the Easement Parcel, which premises are described as follows:

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

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E, along the south line of the southeast 1/4 of said Section 24, 992.09 feet to a point; thence,

N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, 1,507.63 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N00°57'56"E, 180.85 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 30.31 feet bearing N29°22'28"W; thence, N76°05'21"E, 67.30 feet; thence, N00°57'56"E, 213.13 feet; thence, S89°02'04"E, 349.39 feet; thence, N00°57'56"E, 474.58 feet; thence, S89°02'04"E, 53.00 feet; thence, N00°57'56"E, 164.31 feet; thence, N89°02'04"W, 369.18 feet; thence, N00°57'56"E, 277.61 feet; thence, N89°02'04"W, 341.56 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°49'06"E, 35.00 feet; thence, N89°51'41"E, 1,861.27 feet; thence, S01°08'19"E, 201.80 feet; thence, S89°02'04"E, 212.55 feet; thence along the arc of a 360.00 foot radius curve, concave to the south, having a chord length of 435.74 feet bearing S51°47'28"E, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the north, having a chord length of 36.45 feet bearing S51°57'12"E, to a point of reverse curve; thence along the arc of a 340.00 foot radius curve, concave to the south, having a chord length of 134.42 feet bearing S77°57'29"E; thence, S66°33'26"E, 282.82 feet to a point of curve; thence along the arc of a 200.00 foot radius curve, concave to the north, having a chord length of 51.64 feet bearing S73°58'32"E; thence along the arc of a 30.00 foot radius curve, concave to the north, having a chord length of 46.02 feet bearing N48°31'10"E; thence, S01°33'26"E, 101.00 feet; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 40.00 feet bearing N43°22'19"W to a point of reverse curve; thence along the arc of a 240.00 foot radius curve, concave to the north, having a chord length of 77.66 feet, bearing N75°52'01"W; thence, N66°33'26"W, 282.82 feet to a point of curve; thence along the arc of a 300.00 foot radius curve, concave to the south, having a chord length of 103.73 feet bearing N76°30'43"W, thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 43.58 feet, bearing S46°57'04"W, to a point of reverse curve; thence along the arc of a 360.00 foot radius curve, concave to the west, having a chord length of 128.71 feet bearing S10°40'06"W; thence, S20°57'56"W, 315.61 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 378.38 feet bearing S46°07'30"W, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 34.55 feet bearing S36°07'34"W; thence, N00°57'56"E, 44.71 feet; thence along the arc of a 423.00 foot radius curve, concave to the north, having a chord length of 371.56 feet bearing N47°01'06"E; thence, N20°57'56"E, 315.61 feet to a point of curve; thence along the arc of a 338.00 foot radius curve, concave to the west, having a chord length of 294.80 feet bearing N04°53'22"W; thence, N89°02'04"W, 607.27 feet; thence, S00°57'56"W, 331.16 feet; thence, S89°02'04"E, 32.00 feet; thence, S00°57'56"W, 213.00 feet; thence, S21°53'51"W, 42.83 feet; thence, S00°57'56"W, 306.00 feet; thence, N89°02'04"W, 164.01 feet; thence, N00°57'56"E, 367.00 feet; thence, N89°02'04"W, 159.69 feet; thence, N44°02'04"W, 113.14 feet; thence, N89°02'04"W, 40.00 feet; thence, N00°57'56"E, 50.00 feet; thence, N89°02'04"W, 262.00 feet; thence, S00°57'56"W, 35.50 feet; thence, S45°57'56"W, 50.91 feet; thence, S00°57'56"W, 58.50 feet; thence, N89°02'04"W, 160.36 feet; thence, S00°57'56"W, 367.00 feet; thence, N89°02'04"W, 421.16 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 101.47 feet bearing N82°29'17"W, to a point of reverse curve; thence along the arc of a

30.00 foot radius curve, concave to the south, having a chord length of 46.99 feet bearing S52°30'44"W; thence, S00°57'56"W, 132.35 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N89°02'04"W, 65.00 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 34.015 acres, to be the same more or less and referred to herein as the "Benefitted Parcel".

WHEREAS, Grantee has requested from Grantor the right to grade and maintain certain landscaping upon the Easement Parcel in connection with the development of a regional shopping center on lands which include the Benefitted Parcel in order to comply with certain requirements of the Plan Commission of the City of Racine: and,

WHEREAS, Grantor has, by duly authorized action, approved the granting of this Easement.

NOW, THEREFORE, it is agreed as follows:

1. Grantor does hereby grant to Grantee, its successors and assigns, an easement in, under, upon and over the Easement Parcel for the purpose of grading, installing and thereafter maintaining landscaping, including trees, upon and subject to the following terms and conditions:

a. Grantee, at its sole cost and expense, shall install and thereafter maintain in a sightly condition all such landscaping as may be installed within the Easement Parcel; and

b. Grantee shall have the right to enter upon lands of the Grantor which are immediately adjacent to the Easement Parcel for the purpose of performing said grading, installation and maintenance, provided that Grantee shall not change the grade of any lands adjacent to the Easement Parcel without the prior approval of Grantor and Grantee shall be and remain responsible for the repair of any surface improvements damaged by reason of such entry.

2. This Easement shall continue for so long as Grantee, its successors and assigns, shall operate a regional

shopping center or other commercial business upon the Benefitted Parcel.

3. This Easement shall be appurtenant to the Benefitted Parcel and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

4. It is acknowledged that the Easement granted hereby is not exclusive, Grantor having heretofore granted easement rights in the Easement Parcel to Wisconsin Electric Power Company.

IN WITNESS WHEREOF, the undersigned, representing that they are duly and properly authorized to execute this Landscape Easement Agreement, have caused this instrument to be executed by the respective officers and partners as of the day and year first above written.

In the Presence of:

RACINE COUNTY

James T. McMahon
James T. McMahon
Linda P. Callender
Linda P. Callender

By E. D. Hoepfner
Elwood Hoepfner
Attest Dennis Kornwolf
Dennis Kornwolf

Brenda B. Olbrys
Brenda B. Olbrys
Margaret Kettren
Margaret Kettren

RACINE JOINT VENTURE

By R. E. Jacobs
R. E. JACOBS
And David H. Jacobs
DAVID H. JACOBS

STATE OF WISCONSIN)
) SS:
RACINE COUNTY)

Personally came before me this 30th day of April,
1981, the above-named Elwood Hoeppner, Chairmain,
Racine County Board, and Dennis Kornwolf, County
Clerk of Racine County, to me known to be such officers who
executed the foregoing instrument and acknowledged the same.

James S. G. Lundy
Notary Public
Racine County, Wisconsin
My commission is ~~expires~~ permanent.

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand
and official seal at Cleveland, Ohio, this 12th day of
April, 1981.

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

1090987

Register's Office } SS
Racine County, Wis.

Received for Record 2/24 day of
May A.D. 19 81 at 2:11
o'clock P. M. and recorded in Volume 1615
of Records on page 210
214

Shel M. Schuttler
Register of Deeds

6.00

Vol 1615 PAGE 214

LANDSCAPE EASEMENT AGREEMENT

THIS LANDSCAPE EASEMENT AGREEMENT, made and entered into as of this 10th day of April, 1981, by and between the CITY OF RACINE, a Wisconsin municipal corporation, hereinafter called "Grantor" and RACINE JOINT VENTURE, a partnership having its principal office at 25425 Center Ridge Road, Cleveland, Ohio 44145, hereinafter called "Grantee".

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain premises described as follows:

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

Commencing at the southeast corner of the southwest 1/4 of said Section 24; thence, S89°28'36"E, along the south line of the southwest 1/4 of said Section 24, 992.09 feet to a point; thence, N01°33'26"W, 61.18 feet to a point on the northerly line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, 1,902.71 feet; thence, N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°30'26"E, along the easterly right-of-way line of State Trunk Highway 31, 855.16 feet; thence, N11°49'06"W, continuing along the easterly right-of-way line of State Trunk Highway 31, 534.47 feet; thence, N89°51'41"E, 1,361.27 feet, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N89°51'41"E, 200.00 feet; thence, N00°08'19"W, 10.00 feet; thence, S89°51'41"W, 200.00 feet; thence, S00°08'19"E, 10.00 feet to the point of beginning; containing within said bounds 0.046 acres and referred to herein as the "Easement Parcel".

WHEREAS, Grantee is the owner of certain premises immediately adjacent to the south of the Easement Parcel, which premises are described as follows:

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

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E, along the south line of the southeast 1/4 of said Section 24, 992.09 feet to a point; thence,

1090980

1615-215

May 21, 1981

N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, 1,507.63 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N00°57'56"E, 180.85 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 30.31 feet bearing N29°22'28"W; thence, N76°05'21"E, 67.30 feet; thence, N00°57'56"E, 213.13 feet; thence, S89°02'04"E, 349.39 feet; thence, N00°57'56"E, 474.58 feet; thence, S89°02'04"E, 53.00 feet; thence, N00°57'56"E, 164.31 feet; thence, N89°02'04"W, 369.18 feet; thence, N00°57'56"E, 277.61 feet; thence, N89°02'04"W, 341.56 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°49'06"E, 35.00 feet; thence, N89°51'41"E, 1,861.27 feet; thence, S01°08'19"E, 201.80 feet; thence, S89°02'04"E, 212.55 feet; thence along the arc of a 360.00 foot radius curve, concave to the south, having a chord length of 435.74 feet bearing S51°47'28"E, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the north, having a chord length of 36.45 feet bearing S51°57'12"E, to a point of reverse curve; thence along the arc of a 340.00 foot radius curve, concave to the south, having a chord length of 134.42 feet bearing S77°57'29"E; thence, S66°33'26"E, 282.82 feet to a point of curve; thence along the arc of a 200.00 foot radius curve, concave to the north, having a chord length of 51.64 feet bearing S73°58'32"E; thence along the arc of a 30.00 foot radius curve, concave to the north, having a chord length of 46.02 feet bearing N48°31'10"E; thence, S01°33'26"E, 101.00 feet; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 40.00 feet bearing N43°22'19"W to a point of reverse curve; thence along the arc of a 240.00 foot radius curve, concave to the north, having a chord length of 77.66 feet, bearing N75°52'01"W; thence, N66°33'26"W, 282.82 feet to a point of curve; thence along the arc of a 300.00 foot radius curve, concave to the south, having a chord length of 103.73 feet bearing N76°30'43"W, thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 43.58 feet, bearing S46°57'04"W, to a point of reverse curve; thence along the arc of a 360.00 foot radius curve, concave to the west, having a chord length of 128.71 feet bearing S10°40'06"W; thence, S20°57'56"W, 315.61 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 378.38 feet bearing S46°07'30"W, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 34.55 feet bearing S36°07'34"W; thence, N00°57'56"E, 44.71 feet; thence along the arc of a 423.00 foot radius curve, concave to the north, having a chord length of 371.56 feet bearing N47°01'06"E; thence, N20°57'56"E, 315.61 feet to a point of curve; thence along the arc of a 338.00 foot radius curve, concave to the west, having a chord length of 294.80 feet bearing N04°53'22"W; thence, N89°02'04"W, 607.27 feet; thence, S00°57'56"W, 331.16 feet; thence, S89°02'04"E, 32.00 feet; thence, S00°57'56"W, 213.00 feet; thence, S21°53'51"W, 42.83 feet; thence, S00°57'56"W, 306.00 feet; thence, N89°02'04"W, 164.01 feet; thence, N00°57'56"E, 367.00 feet; thence, N89°02'04"W, 159.69 feet; thence, N44°02'04"W, 113.14 feet; thence, N89°02'04"W, 40.00 feet; thence, N00°57'56"E, 50.00 feet; thence, N89°02'04"W, 262.00 feet; thence, S00°57'56"W, 35.50 feet; thence, S45°57'56"W, 50.91 feet; thence, S00°57'56"W, 58.50 feet; thence, N89°02'04"W, 160.36 feet; thence, S00°57'56"W, 367.00 feet; thence, N89°02'04"W, 421.16 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 101.47 feet bearing N82°29'17"W, to a point of reverse curve; thence along the arc of a

30.00 foot radius curve, concave to the south, having a chord length of 46.99 feet bearing S52°30'44"W; thence, S00°57'56"W, 132.35 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N89°02'04"W, 65.00 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 34.015 acres, to be the same more or less and referred to herein as the "Benefitted Parcel".

WHEREAS, Grantee has requested from Grantor the right to grade and maintain certain landscaping upon the Easement Parcel in connection with the development of a regional shopping center on lands which include the Benefitted Parcel in order to comply with certain requirements of the Plan Commission of the City of Racine: and,

WHEREAS, Grantor has, by duly authorized action, approved the granting of this Easement.

NOW, THEREFORE, it is agreed as follows:

1. Grantor does hereby grant to Grantee, its successors and assigns, an easement in, under, upon and over the Easement Parcel for the purpose of grading, installing and thereafter maintaining landscaping, including trees, upon and subject to the following terms and conditions:

a. Grantee, at its sole cost and expense, shall install and thereafter maintain in a sightly condition all such landscaping as may be installed within the Easement Parcel; and

b. Grantee shall have the right to enter upon lands of the Grantor which are immediately adjacent to the Easement Parcel for the purpose of performing said grading, installation and maintenance, provided that Grantee shall not change the grade of any lands adjacent to the Easement Parcel without the prior approval of Grantor and Grantee shall be and remain responsible for the repair of any surface improvements damaged by reason of such entry.

2. This Easement shall continue for so long as Grantee, its successors and assigns, shall operate a regional

shopping center or other commercial business upon the Benefitted Parcel.

3. This Easement shall be appurtenant to the Benefitted Parcel and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

4. It is acknowledged that the Easement granted hereby is not exclusive and that Grantor or its predecessors have heretofore granted easement rights in the Easement Parcel to Wisconsin Electric Power Company.

IN WITNESS WHEREOF, the undersigned, representing that they are duly and properly authorized to execute this Landscape Easement Agreement, have caused this instrument to be executed by the respective officers and partners as of the day and year first above written.

In the Presence of:

CITY OF RACINE

Grace P. DeMent

By

Stephen F. Olsen
Stephen F. Olsen, Mayor

Louise A. Williams

Attest

Anthony J. Schlaffer
Anthony J. Schlaffer, City Clerk

RACINE JOINT VENTURE

Erinda B. Olbrys
Erinda B. Olbrys

By

R. E. Jacobs
R. E. Jacobs

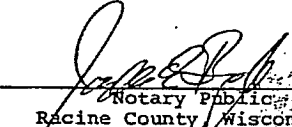
Margaret Kohren
Margaret Kohren

And

David H. Jacobs
DAVID H. JACOBS

STATE OF WISCONSIN)
) SS:
RACINE COUNTY)

Personally came before me this 5th day of May, 1981, the above-named Stephen F. Olsen, Mayor and Anthony J. Schlaffer, to me known to be such officers who executed the foregoing instrument and acknowledged the same.


Notary Public
Racine County, Wisconsin
My commission is/expires February 10, 1982

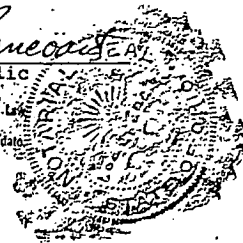


STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

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

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


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



1050988

Notary's Office } SS
Racine County, Wis. }
Received for Record 21st day of May, A.D. 1981 at 8:13 o'clock P. M. and recorded in Volume 1615 of 10666 on page 215-219
H. M. Schuttin
Register of Deeds

6-00

VOL 1615 PAGE 219

1247144

LAND USE AGREEMENT

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

11894

1230

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

By Glenn Oakes
Glenn Oakes, President

(SEAL)

SEKAO, INC.,

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

Countersigned:

By Glenn Oakes
Glenn Oakes, President

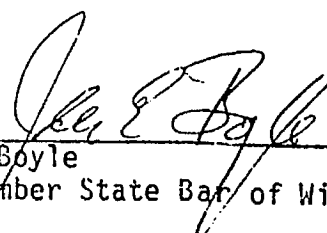
CITY OF RACINE

By N. Owen Davies
N. Owen Davies, Mayor

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

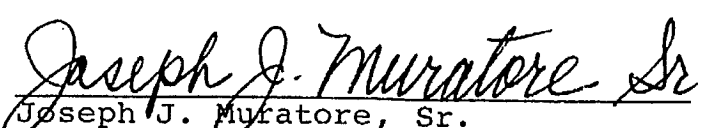
(Seal)

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.

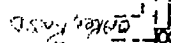


Joseph J. Muratore, Sr.
Title: Member State Bar of Wisconsin

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 NO1°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 NO1°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 NO1°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

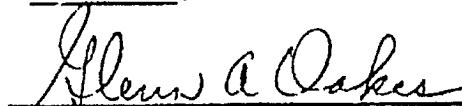
The undersigned, being the sole director of the above captioned Wisconsin Corporation, hereinafter also referred to as the Corporation, acting pursuant to the provisions of Section 180.91 of the Business Corporations' Act of the State of Wisconsin, does hereby consent in lieu of meeting to the adoption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

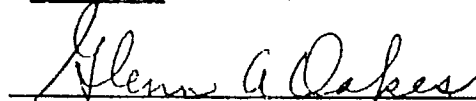
The undersigned, being the sole director of the above captioned Wisconsin Corporation, hereinafter also referred to as the Corporation, acting pursuant to the provisions of Section 180.91 of the Business Corporations' Act of the State of Wisconsin, does hereby consent in lieu of meeting to the adoption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

Register's Office
Racine County, Wis. } SS *YH*
Received for Record 30 day of
December A.D. 1987 at 11:07
o'clock AM and recorded in Volume 1896
of Records on page 539-547



Register of Deeds

VOL 1896 PAGE 547

1265306

Register's Office
Racine County, Wis.Received for Record *gjh* day of
September A.D. 19*88* at *12:53*
o'clock *P.* M. and recorded in Volume *1929*
of *Records* on page *653**Heleen M. Schutten*
26. Register of DeedsJKK
9/1/88DECLARATION OF EASEMENTS AND RESTRICTIONS

This Declaration of Easements and Restrictions hereinafter referred to as the "Declaration") is made the 67th day of September, 1988, by Demetrios Dellaportas (hereinafter referred to as "Owner") and Bank One, Racine, N.A. (hereinafter referred to as "Bank One").

RECITALS

1. Owner is the owner in fee simple of certain real estate situated in the City of Racine, County of Racine, State of Wisconsin, more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "Owner's Site").

2. Bank One is the owner in fee simple of certain real estate situated in the City of Racine, County of Racine, State of Wisconsin, more particularly described in Exhibit "B" attached hereto (hereinafter referred to as the "Bank Site") which adjoins the Owner's Site.

3. Owner intends to develop a shopping center on a portion of the Owner's Site, and to develop an office park on the remaining portion of the Owner's Site.

4. The Bank Site is improved with a banking facility, and a vacant lot to the South.

5. Owner and Bank One desire to create certain rights, privileges and easements and to impose certain restrictions and covenants upon the Owner's Site.

NOW, THEREFORE, for good and valuable consideration, including the promises, covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1DEFINITIONS

As used in this Declaration, the following terms have the following meanings:

Section 1.1 Building(s)

"Building(s)" means the buildings which will or may be constructed by or for Owner within Owner's Permissible Building Areas, which areas are designated as such on Exhibit "C" hereto and the Truck Facilities and other facilities within Owner's Permissible Building Areas which are permitted under this Declaration, but such term does not include Common Area Improvements.

Section 1.2 Common Area

"Common Area" means all areas within the boundaries of the Owner's Site created for the non-exclusive use of all Permittees, including, but not limited to: (a) the Parking Area; (b) sidewalks and walkways located outside all Buildings, and including sidewalks and walkways providing pedestrian access to and ingress and egress to and from the Parking Area on the Owner's Site; (c) landscaped and planted areas located on the Owner's Site; (d) roadways to provide vehicular access to and from and ingress and egress to and from and in and out of the Parking Area and to streets and highways adjacent to or near the Owner's Site, including entrances and exits and service drives; and (e) all

curbs and lighting standards, traffic and directional signs and traffic striping and markings.

Section 1.3 Common Area Improvements

"Common Area Improvements" means all improvements hereinafter constructed and existing from time to time on the Owner's Site to be used in common by all Permittees, and shall include sign pylons and sign monuments (whether or not used in common by all Permittees).

Section 1.4 Financial Services Institution

"Financial Services Institution" means a bank, savings and loan, loan company, credit company, credit union, automated teller machines, or check cashing facility, and also an insurance office or stock brokerage in the event the successor to Bank One is an insurance company or stock broker and utilizes the Bank Site directly in connection with its principal business.

Section 1.5 Floor Area

"Floor Area" means the floor space whether or not actually occupied, from time to time, in any Building located on the Owner's Site.

Section 1.6 Natural Area

"Natural Area" means that portion of the Owner's Site shown by shading on Exhibit C.

Section 1.7 Occupant

"Occupant" or "Occupants" mean any Person entitled by Lease, deed or other instrument or arrangement to use and occupy Floor Area, or one or more of them, as the context may require.

Section 1.8 Parking Area

"Parking Area" means all areas on the Owner's Site which are from time to time set apart to be used for the parking of motor vehicles and all interior roadways, walkways, curbs and landscaping within or adjacent to such areas. Parking Area does not include the Truck Facilities.

Section 1.9 Permissible Building Area

"Permissible Building Area" means an area designated as such on Exhibit "C" within which a Building will or may be constructed.

Section 1.10 Permittees

"Permittees" means the Owner, Bank One, and all Occupants, and their respective officers, directors, employees, agents, partners, contractors, customers, visitors, invitees, licensees and concessionaires of Owner, Bank One, and all Occupants having business purposes within the Buildings or on the Bank Site.

Section 1.11 Person

"Person" or "Persons" means individuals, partnerships, associations, corporations or any other form of business organization, or one or more of them, as the context may require.

Section 1.12 Shopping Center

"Shopping Center" means the Owner's Site, excepting therefrom the Natural Area.

Section 1.13 Truck Facilities

"Truck Facilities" means the following:

- (a) truck docks, open or enclosed, and ramps and approaches thereto; and
- (b) areas constructed for truck loading, unloading, parking or turn-arounds.

ARTICLE 2

EASEMENTS

Section 2.1 Easements for Use and Access to Common Area

An easement is hereby declared and granted in the Common Area in favor of Permittees for:

- (a) ingress to and egress from streets and highways adjacent to or near the Owner's Site, including entrances and exits for vehicular and pedestrian access, over and upon the roadways to be constructed on the Owner's Site;
- (b) the passage and the parking of vehicles authorized under this Declaration over and upon said roadways and the Parking Area; and
- (c) the passage and accommodation of pedestrians.

Owner hereby reserves the right to eject from the Common Area any Persons who are not Permittees. In addition, Owner reserves the right to close off the Common Area for such reasonable periods of time as may be minimally legally necessary to prevent the acquisition of prescriptive rights by anyone; provided, however, that no unreasonable interference with the operation of or access to the Owner's Site or the Bank Site occurs as a result thereof; and provided further that, if possible, any required closing occur on a non-business day.

- (d) The access way area and the termini at 21st Street and the North-South internal access way of the center shown as cross hatched on Exhibit C immediately to the East of Bank One's East way boundary line shall be maintained in said location.

Section 2.2 Easement for Bank One Sign

An easement is hereby granted in a portion of the Parking Area located in the Natural Area at an exact location to be agreed upon by Owner and Bank for Bank One to maintain, at its sole cost and expense, a directional sign (of a size to be agreed upon by Owner and Bank) to direct Permittees to the Bank Site.

ARTICLE 3

GENERAL COVENANTS

Section 3.1 Location of Buildings

No Building shall be erected or expanded except within the Permissible Building Areas shown on Exhibit "C".

Section 3.2 Building Elevations and appearance

The elevations of the Buildings to be constructed on the Shopping Center shall conform generally to the rendering dated April 11, 1988 prepared by Architectural Associates Ltd. of Wisconsin. Buildings not shown on the renderings and Buildings occupied by national tenants shall be harmonious with those shown on said renderings.

Section 3.3 Parking Ratio

Owner shall at all times maintain on the Natural Area and Shopping

Center parking spaces for not less than four (4) full sized American-made cars per one thousand square feet of Floor Area existing on the Natural Area and Shopping Center.

Section 3.4 Permitted Uses

(a) The Natural Area shall be used only for offices and upscale restaurants.

(b) The Shopping Center shall be used only for retail sales of goods and services. Bank One hereby releases any other restrictions on the Shopping Center created for its benefit by Agreement dated October 1, 1986 and recorded with the Registrar of Deeds of Racine County as Document No. 1245092.

Section 3.5 Limitation on Detrimental Characteristics for Bank Site and for the Owner's Site

No use or operation will be made, conducted or permitted on any part of the Owner's Site which is expressly prohibited pursuant to the terms of this Declaration. Included among the uses or operations which are prohibited because they are so objectionable and would have a detrimental effect upon the general appearance of the Owner's Site are uses or operation which produce or are accompanied by the following characteristics:

(a) Any use or operation which shall present a danger or hazard to the Bank Site or the Owner's Site, or any portion thereof, the Owner, Bank One or Permittees.

(b) Any trade, service, activity or purpose which is excessively noxious or offensive, or may be or become any annoyance or nuisance to the Bank Site or the Owner's Site or any portion thereof by reason of unsightliness or excessive emission of odors, dust, fumes, smoke, liquid waste, noise, glare, vibration or radiation.

Section 3.6 General Use Restrictions

(a) No portion of the Owner's Site may be used or occupied for any of the following uses:

(i) adult entertainment center or book store (which is defined as a center or bookstore a substantial portion of the activities or inventory of which is not available for use by or sale to children under eighteen (18) years of age because it explicitly deals with or depicts human sexuality);

(ii) undertaking establishment or funeral parlor;

(iii) massage parlor;

(iv) theater;

(v) bowling alley;

(vi) game room;

(vii) warehouse (defined for purposes hereof as a facility used for the storage of goods or materials which are sold at a different location or facility);

(viii) skating rink;

(ix) nightclub, dance hall, discotheque, bar, tavern, cocktail lounge, or billiard hall;

(x) fast food restaurant with drive-through facilities;

(xi) video arcade or amusement gallery;

(xii) off track betting facility; provided, however, that State of Wisconsin lottery sales shall be permitted on the Owners Site.

(xiii) bank, savings and loan, loan company, credit company, credit union, automated teller machines, or check cashing facility; provided, however, that check cashing by Occupants for the convenience of customers only and point of sale terminals shall be permitted on the Owner's Site.

(xiv) automobile or truck service station;

(xv) quick change oil facility;

(xvi) car wash;

(xvii) auction room;

(xviii) wholesale bakery;

(xix) boat showroom, or boat sales or repairs;

(xx) construction material supply house; provided, however, that home improvement centers shall be permitted on the Shopping Center.

(xxi) exterminating shop;

(xxii) farm implement store;

(xxiii) heating and air conditioning showroom;

(xxiv) machinery sales;

(xxv) mobile home sales;

(xxvi) automobile sales (new and used);

(xxvii) pawn shop;

(xxviii) taxidermist;

(xxix) trailer and camper trailer sale;

(xxx) sports facility; provided, however, that dance studios or health clubs shall be permitted in the Shopping Center.

(xxxi) amusement park, miniature golf, pitch and put, or driving range;

(xxxii) commercial recreational facilities such as an archery range, or shooting gallery;

(xxxiii) animal hospital or kennel;

(xxxiv) contractor or construction office or shop;

(xxxv) model home or garage display;

(xxxvi) riding academy or commercial stable;

(xxxvii) drive-in theatre;

(xxxviii) flea market;

(xxxxix) machinery repair, store; provided, however, that repairs ancillary to sale of goods shall be permitted on the Shopping Center.

- (xxxx) rental storage space operation;
- (xxxxi) dwelling units or rooming units;
- (xxxxii) furniture upholstery, refinishing or repair;
- (xxxxiii) commercial laundry, launderette (including dry cleaning machines), or hand laundry;
- (xxxxiv) public utility service uses;
- (xxxxv) radio or tv station and tower;
- (xxxxvi) day care center;
- (xxxxvii) meeting hall;
- (xxxxviii) theatre;
- (il) bus station or terminal;
- (l) hotel or motel.

(b) No portion of the Natural Area and no portion of the Shopping Center located north of the main access road leading from Highway 31 (as shown on Exhibit C) may be used or occupied for a convenience food store.

(c) No portion of the outlots of the Shopping Center and no portion of the Natural Area may be used or occupied for a tire store. No portion of the shopping center shall be used except for the servicing or repair of motor vehicles as is incidental to the sale of retail goods or services.

(d) No portion of the Natural Area shall be used or operated for the retail or wholesale sale of goods or services.

(e) No promotional activities shall be permitted in the Parking Area between the hours of 9:00 a.m. and 6:00 p.m. Promotional activities includes but is not limited to the use of spot lights, search lights, helium balloons, banners and flags.

(f) There shall be no selling activities conducted outside any building on the Owner's Site except in the areas immediately north of Building N and west of Building A on Exhibit C.

Section 3.7 Development of Existing Natural Area

Owner agrees to maintain the Natural Area as a park-like setting, except as follows:

(a) Owner shall be permitted to construct Buildings and other improvements in the natural Area substantially as shown on Exhibit "C";

(b) Owner shall be permitted to enlarge the existing pond; and

(c) (i) Owner shall only conduct such construction work and activities in the Natural Area as is necessary for the completion of the Shopping Center. Such work may include construction thereon and the removal of trees if necessary. All such work and activities shall be conducted so as to minimize disturbance, dust, and/or effect on the Natural Area and Bank Site.

(ii) Owner shall not interfere with the business operations of Bank One nor interrupt or adversely effect Bank One's access to its premises.

Section 3.8 Area West and North of Pond

No improvements shall be constructed or installed in the area north

and west of the pond shown on Exhibit C, which area is denoted on the exhibit by a dotted area.

ARTICLE 4

OPERATION, MAINTENANCE AND REPAIR - COMMON AREA

Section 4.1 Maintenance of Common Area

So long as any Occupant of the Owner's Site is open for business to the public, Owner shall operate, maintain, repair, insure and keep those portions of the Common Area and common Area Improvements which are adequate to serve the portion(s) of the Owner's Site which are open for business in good order, condition and repair to the extent the same are not operated, maintained, repaired and kept in good order by public bodies, authorities or utility providers. Anything herein to the contrary notwithstanding, Owner shall have the perpetual obligation to operate and maintain in good order, condition and repair that portion of the Common Area shown by cross hatching on Exhibit C.

Section 4.2 Illumination of Common Area

So long as any Occupant of the Owner's Site or the Bank Site is open for business, during all hours of darkness until 10:45 p.m., Owner shall keep lighted those portions of the Common Area which are reasonably used by Occupants who are then open for business.

If at any time or from time to time the Occupant of a business on the Owner's Site or if Bank One desires to have any portion of the Common Area lighted during hours when it is not otherwise lighted pursuant to the terms of this Declaration, that Occupant or Bank One shall so notify the Owner and the Owner shall comply with the request of the Occupant or Bank One desiring such lighting, provided that all costs of such lighting shall be borne solely by the party requesting it or, if more than one party requests such lighting at the same time, the cost thereof, shall be equitably apportioned between the parties so requesting such lighting.

ARTICLE 5

AMENDMENT

This Declaration may be amended or otherwise modified by a writing signed and acknowledged by the Owner acting on its own behalf and on behalf of all Occupants of the Owner's Site and by Bank One.

In furtherance of Owner's right to act on behalf of all Occupants of the Owner's Site, a power coupled with an interest is hereby reserved and granted to the Owner to consent to any amendment to or modification of this Declaration on behalf of each Occupant of the Owner's Site as proxy or attorney in fact. Each deed or lease affecting Floor Area on the Owner's Site, and the acceptance thereof, shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Owner to make, execute and record amendments to or modifications of this Declaration.

ARTICLE 6

EXPIRATION DATE

Except as otherwise provided in this Declaration, so long as the Bank Site is operated as a Financial Services Institution, this Declaration shall continue in force and effect; provided if an earlier date for expiration is required in order that this Declaration will not be invalidated or be subject to invalidation by reason of a limitation imposed by law on the duration hereof, this Declaration shall terminate on that earlier date. The easements described in Article 2.1 shall

survive any termination however, and are agreed to be for the duration of the time period the Owner's Site is utilized for retail or business purposes. Notwithstanding all of the foregoing, the easement area shown and denoted on Exhibit C as "Perpetual Easement Area" is agreed to be perpetual in duration.

ARTICLE 7

MISCELLANEOUS

Section 7.1 Exhibits

Each reference herein to an Exhibit refers to the applicable Exhibit that is attached to this Declaration. All such Exhibits constitute a part of this Declaration and by this Section are expressly made a part hereof.

Section 7.2 Captions

The captions of this Declaration are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this Declaration and they shall not affect the interpretation hereof.

Section 7.3 Locative Adverbs

The locative adverbs "herein", "hereunder", "hereto", "hereby", "hereinafter", etc., and like words, whenever the same appear herein, mean and refer to this Declaration in its entirety and not to any specific Article, Section or Subsection hereof unless the context expressly provides otherwise.

Section 7.4 Governing Law

This Declaration shall be construed and governed in accordance with the laws of Wisconsin, where the Shopping Center Site is located.

Section 7.5 Covenants Run With the Land

It is intended that the covenants, easements, agreements, promises and duties of each Occupant set forth in this Declaration shall be construed as covenants and not as conditions and that, to the fullest extent legally possible, all such covenants shall run with the land.

Section 7.6 Binding Effect of Declaration

This Declaration shall inure to the benefit of and shall be binding upon the parties hereto, their successors and assigns. In the event either party hereto shall sell, convey, transfer or otherwise dispose of (hereinafter "transfer") all or any part of its interest in its respective site (other than by way of mortgage, trust deed or other instrument for financing purposes) and the party to whom the interest is sold, conveyed or transferred shall assume the transferor's obligations under this Declaration, then the transferring party shall be released of any liability for any of its obligations under this Declaration to the extent of the interest transferred from and after the date of the transfer.

IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized officers to sign and seal this Declaration as of the date first above written.

DEMETRIOS ~~DELLAPORTAS~~

~~DEMETRIOS DELLABORTAS~~

BANK ONE, RACINE, N.A.

Gerald L. Schwallier

GERALD SCHWALLIER, PRESIDENT
BANK ONE, RACINE, N.A.

ATTEST:

By: John F. Drew
Its: SECRETARY

[illegible]

This instrument was acknowledged before me on September 6, 1988 by Demetrios Dellaportas.

Subscribed and sworn to before
me this 67 day of June, 1988.

Joseph Kent Kern
Notary Public, State of ILLINOIS
My commission expires: 7/25/92

This instrument prepared by:

J. Kent Kerr
Attorney at Law
415 N. LaSalle Street
Suite 700
Chicago, Illinois 60610

STATE OF Wisconsin)
COUNTY OF Gen. Racine) SS

This instrument was acknowledged before me on September 7, 1988 by Gerald Schwallier as President of Bank One, Racine, N.A.

Subscribed and sworn to before
me this 7 day of Sept, 1988.

Marietta S. Borges
Notary Public, State of Wisconsin
My commission expires: 07-08-90

" OFFICIAL SEAL "
JOSEPH KENT KERR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/25/92

B8K72

That part of the West 1/2 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located N 89°08'05" W 326.13 feet from a cast iron monument with a brass cap marking the center of said Section 24; run thence S 00°08'19" E 733.22 feet to a 1" diameter iron pipe stake; thence S 89°51'41" W 200.00 feet to a 1" diameter iron pipe stake; thence S 00°08'19" E 400.00 feet; thence S 89°51'41" W 1361.00 feet to the Easterly line of S.T.H. # "31"; thence N 11°49'57" E 591.07 feet on the Easterly line of said highway to a 1" diameter iron pipe stake; thence N 12°21'20" E 70.57 feet on the Easterly line of said highway to a 1" diameter iron pipe stake marking the point of curvature of a curve of Northwesterly convexity whose radius is 16310.22 feet and whose chord bears N 15°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 N 88°27'33" E 694.81 feet on the South line of 21st Street to a 1" diameter iron pipe stake marking the point of curvature of a curve of Northwesterly convexity whose radius is 1333.69 feet and whose chord bears S 79°22'21" E 562.24 feet; thence Southeasterly 566.49 feet on the arc of said curve and the South line of 21st Street to a 1" diameter iron pipe stake; thence S 00°08'19" E 73.45 feet to the point of beginning. EXCEPTING THEREFROM Certified Survey Maps Nos. 1169 and 1276.

ALSO:

A 17.5 foot wide strip of land located in the Northwest 1/4 and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, Racine County, Wisconsin and described as follows: Begin at the Northeast corner of Certified Survey Map No. 1169; thence S 1°32'27" E, along the East line of said C.S.M. No. 1169, 230.00 feet to an iron pipe and the North line of Certified Survey Map No. 1276; thence along the boundary of said C.S.M. No. 1276, along the arc of a curve to the left, radius 30.00 feet, whose chord bears S 46°32'27" E 42.43 feet, 47.12 feet to an iron pipe; thence N 88°27'33" E, along said boundary, 10.00 feet to an iron pipe; thence S 18°07'00" W, along said boundary, 18.58 feet; thence S 88°27'33" W 3.75 feet; thence along the arc of a curve to the left, radius 47.50 feet, whose chord bears N 46°32'27" W 67.18 feet, 74.61 feet to the South line of Certified Survey Map No. 1169; thence N 1°32'27" W 230.00 feet to the North line of said C.S.M. No. 1169, which is also the South line of 21st Street; thence N 88°27'33" E 17.50 feet to the point of beginning.

Tax Parcel No. 23876-17

Pt 23876-038
Pt 23876-039

EXHIBIT "B"

Lot 1 of Certified Survey Map No. 1276, recorded in the office of the Register of Deeds for Racine County, Wisconsin on November 9, 1987 in Volume 4 of Certified Survey Maps, page 36, as Document No. 1243887, being part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

AND

Lot 1 of Certified Survey Map No. 1169, recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 30, 1986 in Volume 3 of Certified Survey Maps, pages 426-428, as Document No. 1207187, being part of the Southwest 1/4 and the Northwest 1/4 of Section 24, Town 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

EXCEPTING THEREFROM THE FOLLOWING:

A 17.5 foot wide strip of land located in the Northwest 1/4 and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, Racine County, Wisconsin and described as follows: Begin at the Northeast corner of Certified Survey Map No. 1169; thence S 1°32'27" E, along the East line of said C.S.M. No. 1169, 230.00 feet to an Iron pipe and the North line of Certified Survey Map No. 1276; thence along the boundary of said C.S.M. No. 1276, along the arc of a curve to the left, radius 30.00 feet, whose chord bears S 46°32'27" E 42.45 feet, 47.12 feet to an Iron pipe; thence N 88°27'33" E, along said boundary, 10.00 feet to an Iron pipe; thence S 18°07'00" W, along said boundary, 18.58 feet; thence S 88°27'33" W 3.75 feet; thence along the arc of a curve to the left, radius 47.50 feet, whose chord bears N 46°32'27" W 67.18 feet, 74.61 feet to the South line of Certified Survey Map No. 1169; thence N 1°32'27" W 230.00 feet to the North line of said C.S.M. No. 1169, which is also the South line of 21st Street; thence N 88°27'33" E 17.50 feet to the point of beginning.

Key No. 23876-38 and 23876-39

1308183

Original is a poor copy

ADDENDUM TO DECLARATION OF EASEMENTS
AND RESTRICTIONS

Helen M. Schuttler
REGISTER OF DEEDS
Racine County, Wisconsin

WHEREAS, Demetrios Dellaportas is the owner of certain real estate situated in the City of Racine, County of Racine, State of Wisconsin, more particularly described in Exhibit 1 attached hereto.

WHEREAS, Bank One, Racine, N.A., is the owner of certain real estate situated in the City of Racine, County of Racine, State of Wisconsin, more particularly described in Exhibit 2 attached hereto.

WHEREAS, Demetrios Dellaportas and Bank One, Racine, N.A., entered into a Declaration of Easements and Restrictions regarding their respective properties on September 6, 1988. That Declaration of Easements and Restrictions has been recorded in the Racine County Register of Deeds' office in Records, Volume 1929, pages 653-664, Document number 1265306.

WHEREAS, Demetrios Dellaportas as "Owner" under the Declaration of Easements and Restrictions of September 6, 1988, wishes to construct a Toys-R-Us retail store in the southwest portion of Owner's Site, but that a portion of the building will fall outside the "permissible building

Register's Office
Racine County, Wis. } SS

Received for Record 19th day of
April A.D. 1990 at 2:11
o'clock P.M. and recorded in Volume 2510
of Records on page 126-132

Ret: Campbell, Benthall

1
MAY 2010 PAGE 126

Helen M. Schuttler
Register of Deeds

copy

ten

consin

area" as defined in Section 1.9 and Exhibit "C" of the Declaration of Easements and Restrictions. The revised location of the Toys-R-Us store is shown on a site plan prepared by Jensen & Fore, Architects, dated October 26, 1989, which is attached to this Addendum as Exhibit 3.

WHEREAS, Bank One, Racine, N.A., wishes to provide its consent to Demetrios Dellaportas, as owner, to construct the Toys-R-Us retail store as shown on Exhibit 3, but does not wish to waive any other rights it has in the Declaration of Easements and Restrictions of September 6, 1988.

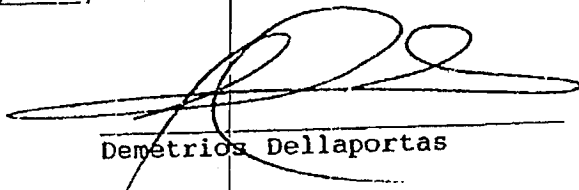
NOW, THEREFORE, IT IS MUTUALLY AGREED:

1. Bank One, Racine, N.A., on behalf of itself, and on behalf of its successor and assigns, hereby consents to the construction of Toys-R-Us retail store as shown on Exhibit 3, and to the extent that the location as shown on Exhibit 3 falls outside the "permissible building area" as defined in Section 1.9 and Exhibit "C" of the Declaration of Easements and Restrictions of September 6, 1988, and to the extent that the location of the Toys-R-Us retail store as shown on Exhibit 1 is contrary to Section 3.1 of the Declaration of Easements and Restrictions, Bank One, Racine, N.A., on behalf of itself and its successors and assigns, waives any rights it may have to the location of the Toys-R-Us retail store.

2. Bank One, Racine, N.A., hereby reserves all other rights it has under the Declaration of Easements and

Restrictions of September 6, 1988, and to the extent that paragraph 1 of this Addendum constitutes a waiver of rights, it is expressly agreed and understood by the parties to this Addendum that such waiver is made on a one time only basis, and is limited solely to the extent set forth in paragraph 1 of this Addendum, and this waiver shall not in any way be construed as conveying to owner or the successors and assigns of owner any right to similar waivers in the future.

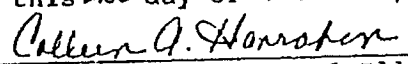
IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized officers to sign and seal this Addendum as of APRIL 2, 1990.


Demetrios Dellaportas

STATE OF ILLINOIS)
) SS.
COOK COUNTY)

Personally came before me this 2ND day of APRIL, 1990, the above named Demetrios Dellaportas, to me known to be such person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me this 2ND day of APRIL, 1990.


Notary Public, State of Illinois
My Commission Expires 9-23-92

" OFFICIAL SEAL "
COLLEEN A. HANRAHAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/23/92

By Gerald L. Schwallier
Gerald L. Schwallier,
President

By _____

STATE OF WISCONSIN)
) SS.
RACINE COUNTY)

Subscribed and sworn to before
me this 13th day of April, 1990.

Jane A. Knight
Notary Public, State of Wisconsin
My Commission Expires 10-19-92

That part of the West 1/2 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located N 89°08'05" W 325.13 feet from a cast iron monument with a brass cap marking the center of said Section 24; run thence S 00°03'19" E 733.22 feet to a 1" diameter iron pipe stake; thence S 89°51'41" W 200.00 feet to a 1" diameter iron pipe stake; thence S 00°00'19" E 400.00 feet; thence S 89°51'41" W 1361.00 feet to the Easterly line of S.T.H. # "31"; thence N 11°49'57" E 591.07 feet on the Easterly line of said highway to a 1" diameter iron pipe stake; thence N 12°21'20" E 70.57 feet on the Easterly line of said highway to a 1" diameter iron pipe stake marking the point of curvature of a curve of Northwesterly convexity whose radius is 16310.22 feet and whose chord bears N 15°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 N 02°27'33" E 694.01 feet on the South line of 21st Street to a 1" diameter iron pipe stake marking the point of curvature of a curve of Northwesterly convexity whose radius is 1333.59 feet and whose chord bears S 79°22'21" E 562.24 feet; thence Southeasterly 566.49 feet on the arc of said curve and the South line of 21st Street to a 1" diameter iron pipe stake; thence S 00°08'19" E 73.45 feet to the point of beginning. EXCEPTING THEREFROM Certified Survey Maps Nos. 1169 and 1276.

ALSO:

A 17.5 foot wide strip of land located in the Northwest 1/4 and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, Racine County, Wisconsin and described as follows: Begin at the Northeast corner of Certified Survey Map No. 1169; thence S 1°32'27" E, along the East line of said C.S.M. No. 1169, 230.00 feet to an iron pipe and the North line of Certified Survey Map No. 1276; thence along the boundary of said C.S.M. No. 1276, along the arc of a curve to the left, radius 30.00 feet, whose chord bears S 46°32'27" E 42.43 feet, 47.12 feet to an iron pipe; thence N 88°27'33" E, along said boundary, 10.00 feet to an iron pipe; thence S 16°07'00" W, along said boundary, 18.56 feet; thence S 88°27'33" W 3.75 feet; thence along the arc of a curve to the left, radius 47.50 feet, whose chord bears N 46°32'27" W 67.18 feet, 74.61 feet to the South line of Certified Survey Map No. 1169; thence N 1°32'27" E 230.00 feet to the North line of said C.S.M. No. 1169, which is also the South line of 21st Street; thence N 88°27'33" E 17.50 feet to the point of beginning.

Tax Parcel No. 23876-17

EXHIBIT 1

APR 2010 PAGE 130

Lot 1 of Certified Survey Map No. 1276, recorded in the office of the Register of Deeds for Racine County, Wisconsin on November 9, 1967 in Volume 4 of Certified Survey Maps, page 36, as Document No. 1243867, being part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

AND

Lot 1 of Certified Survey Map No. 1169, recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 30, 1986 in Volume 3 of Certified Survey Maps, pages 426-429, as Document No. 1207167, being part of the Southwest 1/4 and the Northwest 1/4 of Section 24, Town 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

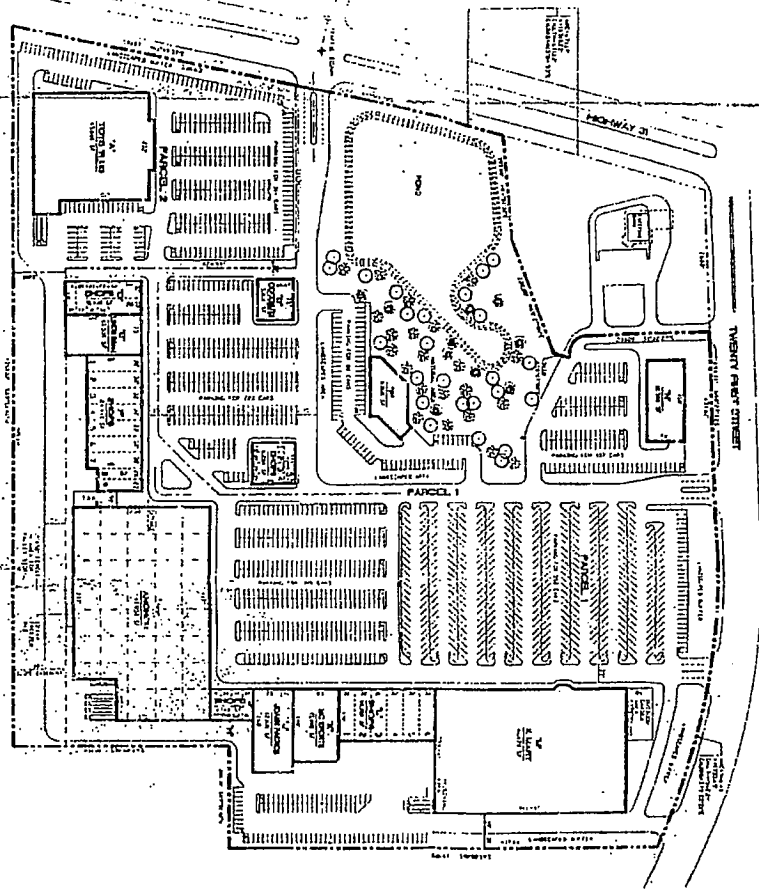
EXCEPTING THEREFROM THE FOLLOWING:

A 17.5 foot wide strip of land located in the Northwest 1/4 and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, Racine County, Wisconsin and described as follows: Begin at the Northeast corner of Certified Survey Map No. 1169; thence S 1°32'27" E, along the East line of said C.S.M. No. 1169, 230.00 feet to an iron pipe and the North line of Certified Survey Map No. 1276; thence along the boundary of said C.S.M. No. 1276, along the arc of a curve to the left, radius 30.00 feet, whose chord bears S 46°32'27" E 42.43 feet, 47.12 feet to an iron pipe; thence N 88°27'33" E, along said boundary, 10.00 feet to an iron pipe; thence S 18°07'00" W, along said boundary, 18.58 feet; thence S 88°27'33" W 3.75 feet; thence along the arc of a curve to the left, radius 47.50 feet, whose chord bears N 46°32'27" W 67.16 feet, 74.61 feet to the South line of Certified Survey Map No. 1169; thence N 1°32'27" W 230.00 feet to the North line of said C.S.M. No. 1169, which is also the South line of 21st Street; thence N 88°27'33" E 17.50 feet to the point of beginning.

Key No. 23876-38 and 23876-39

VOL 2010 PAGE 131

EXHIBIT 2



SCALE IN FEET



SITE PLAN

SCALE: 1" = 100'-0"

00-350-112

SITE ANALYSIS:

SITE	
PARCEL 1 (EXISTING)	10,000 S.F.
PARCEL 2 (EXISTING)	10,000 S.F.
TOTAL	20,000 S.F.
BUILDING	
PARCEL 1	10,000 S.F.
PARCEL 2	10,000 S.F.
TOTAL BUILDING	20,000 S.F.
PARKING	
PARCEL 1	10,000 S.F.
PARCEL 2	10,000 S.F.
TOTAL PARKING	20,000 S.F.
LANDSCAPE	
PARCEL 1	10,000 S.F.
PARCEL 2	10,000 S.F.
TOTAL LANDSCAPE	20,000 S.F.
UTILITIES	
PARCEL 1	10,000 S.F.
PARCEL 2	10,000 S.F.
TOTAL UTILITIES	20,000 S.F.

JENNIFER & FORIE architects
 1000 15TH AVENUE, SUITE 1000, BOULDER, CO 80502-1500

1343367

AMENDMENT TO DECLARATION
OF EASEMENTS AND RESTRICTIONS

This is an Amendment to the Declaration of Easements and Restriction entered into on September 6, 1988, between Demetrios Dellaportas (hereinafter referred to as "Owner") and Bank One, Racine, N.A. (hereinafter referred to as "Bank One"), and recorded on September 7, 1988 in Volume 1929 of Records, Racine County Register of Deeds, as Document No. 1265306, Pages 653-664.

Article 3, Section 3.6, General Use Restrictions (c), is hereby amended to read as follows:

No portion of the outlots of the Shopping Center and no portion of the Natural Area may be used or occupied for a tire store. No portion of the Shopping Center shall be used for the servicing or repair of motor vehicles except as is incidental to the sale of retail goods or services.

As amended, the Declaration of Easements and Restrictions shall continue in full force and effect and shall remain binding upon the parties hereto, their successors and assigns.

Register's Office
Racine County, Wis } SS
Received for Record 20th day of
June A.D. 19 91 at 8:29
o'clock A.M. and recorded in Volume 2077
of Records on page 748-752

Sharon M. Schuttin
Register of Deeds

- 1 -

VOL 2077 PAGE 748

4264 06 26

6.25 16.80

4264 06 26

1600 11

IN WITNESS WHEREOF, each party hereto has caused its duly authorized officers to sign and seal this Amendment to Declaration of Easements and Restrictions on this 18 day of June, 1991.

BANK ONE, RACINE, N.A.

By Gerald L. Schwallier
Gerald Schwallier, President,
Bank One, Racine, N.A.

ATTEST:

By [Signature]
Its: Senior Vice President

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

This instrument was acknowledged before me on 18 June 1991 by Gerald Schwallier, as president of Bank One, Racine, N.A.

Subscribed and sworn to before
me on this 18 day of June, 1991.

Steven M. Schuster
Notary Public,
State of Wisconsin
My Commission expires: 4-9-95

Security Bank of Kansas City

By H.R. Fink

** W. R. Hook

Its: Chairman and Chief Executive Officer

ATTEST:

By Carol J. Sprague

** Carol J. Sprague

Its: Corporate Secretary

STATE OF Kansas)
)SS
COUNTY OF Wyandotte)

This Instrument was acknowledged before me on June 25, 1991 by
W. R. Hook and Carol J. Sprague.

Subscribed and sworn to before
me on this 25 day of June, 1991.

Susan M. Egnatic
Notary Public, Susan M. Egnatic
State of Kansas
My Commission expires: 7-17-91



This Instrument drafted by:
Carol J. Sprague
Capwell and Berthelsen
601 Lake Avenue
Racine, WI 53403
(414) 637-1266

Parcel 1:

That part of the West 1/2 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, including part of Certified Survey Map No. 1169 and part of Certified Survey Map No. 1276, bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located N 89° 08' 05" W 326.13 feet from a brass-capped iron monument marking the center of said Section 24; run thence S 0° 08' 19" E 733.22 feet to an iron pipe; thence S 89° 51' 41" W 200.00 feet to an iron pipe; thence S 0° 08' 19" E 400.00 feet; thence S 89° 51' 41" W 652.51 feet to an iron rod marking the southeast corner of Certified Survey Map No. 1395; thence N 0° 08' 19" W, along the easterly boundary of said C.S.M. No. 1395, 323.00 feet to an iron rod; thence S 89° 51' 41" W, along the northerly boundary of said C.S.M. No. 1395, 640.00 feet to an iron rod on the easterly line of S.T.H. "31"; thence N 11° 49' 57" E, along the easterly line of said highway, 260.89 feet to an iron pipe; thence N 12° 21' 20" E, along the easterly line of said highway, 70.57 feet to an iron pipe; thence continue along the easterly line of said highway 280.15 feet along the arc of a curve concave easterly whose radius is 16310.22 feet and whose chord bears N 14° 23' 41" E 280.15 feet to an iron pipe marking the southwesterly corner of Certified Survey Map No. 1276; thence N 84° 51' 00" E, along the southerly boundary of said C.S.M. No. 1276, 195.00 feet to an iron pipe; thence N 69° 29' 00" E, along the southerly boundary of said C.S.M. No. 1276, 222.08 feet to an iron pipe; thence N 18° 07' 00" E, along the easterly boundary of said C.S.M. No. 1276, 12.42 feet; thence S 88° 27' 33" W 3.75 feet; thence 74.61 feet along the arc of a curve concave northeasterly whose radius is 47.50 feet and whose chord bears N 46° 32' 27" W 67.18 feet to the north line of said C.S.M. No. 1276, which is also the south line of Certified Survey Map No. 1169; thence N 1° 32' 27" W 230.00 feet to the north line of said C.S.M. No. 1169, which is also the south line of 21st Street; thence N 88° 27' 33" E, along the south line of 21st Street, 452.31 feet to an iron pipe; thence continue along the south line of 21st Street 566.49 feet along the arc of a curve concave southerly whose radius is 1333.69 feet and whose chord bears S 79° 22' 21" E 562.24 feet to an iron pipe; thence S 0° 08' 19" E 73.45 feet to the point of beginning.

Parcel 2:

Lot 1, Certified Survey Map No. 1395, recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 20, 1989 in Volume 4 of Certified Survey Maps on pages 351-352 as Document No. 1276690, located in the North 1/2 of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

Tax Parcel No. 23876-17 & 23876-40

Lot 1 of Certified Survey Map No. 1276, recorded in the office of the Register of Deeds for Racine County, Wisconsin on November 9, 1987 in Volume 4 of Certified Survey Maps, page 36, as Document No. 1243807, being part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

AND

Lot 1 of Certified Survey Map No. 1169, recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 30, 1986 in Volume 3 of Certified Survey Maps, pages 426-428, as Document No. 1207187, being part of the Southwest 1/4 and the Northwest 1/4 of Section 24, Town 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

EXCEPTING THEREFROM THE FOLLOWING:

A 17.5 foot wide strip of land located in the Northwest 1/4 and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, Racine County, Wisconsin and described as follows: Begin at the Northeast corner of Certified Survey Map No. 1169; thence S 1°32'27" E, along the East line of said C.S.M. No. 1169, 230.00 feet to an iron pipe and the North line of Certified Survey Map No. 1276; thence along the boundary of said C.S.M. No. 1276, along the arc of a curve to the left, radius 30.00 feet, whose chord bears S 46°32'27" E 42.43 feet, 47.12 feet to an iron pipe; thence N 88°27'33" E, along said boundary, 10.00 feet to an iron pipe; thence S 18°07'00" W, along said boundary, 18.58 feet; thence S 88°27'33" W 3.75 feet; thence along the arc of a curve to the left, radius 47.50 feet, whose chord bears N 46°32'27" W 67.18 feet, 74.61 feet to the South line of Certified Survey Map No. 1169; thence N 1°32'27" W 230.00 feet to the North line of said C.S.M. No. 1169, which is also the South line of 21st Street; thence N 88°27'33" E 17.50 feet to the point of beginning.

Key No. 23876-38 and ~~23876-39~~

This instrument was prepared
by and after recording should
be returned to:

Andrew J. Annes, Esquire
Schenk, Annes, Brookman & Tepper, Ltd.
311 South Wacker Drive, Suite 5125
Chicago, IL 60606-6622

RECORDED _____

2000 FEB -2 PM 4:42

MARK A. LADD
REGISTER OF DEEDSVUL
PAGE
3001 100 - 114

28'

23876-44

FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS

THIS FIRST AMENDMENT TO THE DECLARATION OF EASEMENTS AND RESTRICTIONS ("Amendment") is made and entered into as of the 3 day of December, 1999, between the California State Teachers' Retirement System, a public entity, ("Owner"), Bank One, Racine, N.A. ("Bank One") and Triple H LLP, a Wisconsin limited liability partnership ("Triple H").

Recitals

A. Owner is the owner in fee simple of certain real estate situated in the City of Racine, County of Racine, State of Wisconsin, more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "Owner's Site").

B. Bank One is the owner in fee simple of certain real estate situated in the City of Racine, County of Racine, State of Wisconsin, more particularly described in Exhibit "B" attached hereto (hereinafter referred to as the "Bank Site") which adjoins the Owner's Site.

C. A shopping center has been developed on a portion of the Owner's Site.

D. The Bank Site is improved with a banking facility, and a vacant lot to the South.

E. To facilitate the development of their respective sites and to create certain rights, privileges and easements, and to impose certain restrictions and covenants, Owner (by its predecessor in interest, Demetrios Dellaportas and Bank One have entered into a Declaration of Easements and Restrictions dated September 7, 1988 (the "Declaration").

F. Owner intends to sell to Triple H certain real estate situated in the City of Racine, County of Racine, State of Wisconsin more particularly described in Exhibit "C" attached hereto (hereinafter referred to as the "Outparcel") which Outparcel is a part of the Owner's Site.

G. Owner, Bank One and Triple H have now agreed to modify said Declaration and allow Triple H to become a party to the Declaration as hereinafter provided.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth and in furtherance of the Parties' understanding, it is agreed as follows:

1. As of the effective date of this Amendment, Triple H shall be a party to the Declaration. As of the effective date of this Amendment, any and all references to the "Owner's Site" shall be deemed to include, in the aggregate the Owner's Site exclusive of the Outparcel. As to the Outparcel, and in addition to any other obligation of Triple H as set forth in this Amendment, Triple H, for its successors and assigns, hereby assumes all obligations and burdens of the Owner with respect to the Owner's Site as set forth in the Declaration and, as of the effective date of this Amendment all obligations and burdens of Owner as to the Owner's Site shall be deemed to relate to the Owner's Site exclusive of the Outparcel.

2. Section 3.2 shall be, and the same hereby is, amended by adding the following additional language:

"Improvements to the Outparcel. The Parties acknowledge that there exists an architecturally compatible theme for the exterior of all Buildings to be constructed, placed or located the Owner's Site, the Bank One Site and the Outparcel and a parking and access scheme that meets governmental and contractual obligations of the parties. In order to insure compliance with such theme and compliance with existing obligations, Triple H shall submit to Owner detailed plans ("Plans") covering any additions, remodeling, reconstruction or other alteration which change the exterior thereof of any Building or improvements hereafter erected on the Outparcel; or which change the configuration, parking, ingress, egress or traffic flow on, onto, or over the common areas of the Outparcel for approval prior to the commencement of any such work. Upon the issuance of any disapproval or recommendation for change, Triple H and Owner shall mutually consult to establish approved Plans for the proposed work. Owner shall not arbitrarily or unreasonably withhold approval of the Plans or recommend changes in the Plans which otherwise conform with the requirements hereof, nor shall they withhold approval of exterior remodeling or exterior reconstruction which does not either substantially enlarge an existing structure, or substantially change an existing structure or common areas of the Outparcel. Approval of Plans by Owner shall not constitute assumption of responsibility for the accuracy, sufficiency, or propriety thereof, nor shall such approval constitute a representation or warranty that the Plans comply with applicable laws. No material deviation shall be made from the approved Plans. In addition, the following restrictions shall apply to the Outparcel:

- (a) any and all building restrictions contained in the Declaration shall apply;
- (b) promptly after the effective date of this Amendment, Triple H shall complete the construction of a new building on the Outparcel, containing no more than _____ square feet and substantially in conformity with

plans and specifications of Daniel R. Remar, dated 9/23/1999. All construction and improvements shall be completed in a good and workmanlike manner and in compliance with all applicable governmental rules, regulations and ordinances;

- (c) no storage of merchandise or other personality shall be permitted outside of the building on the Outparcel except for trash storage and/or removal facilities and equipment in areas approved by Owner;
- (d) no signs or banner of any type shall be permitted in the Outparcel unless approved by Owner separately or as part of the plans and specifications mentioned above. Approval of signs shall not be unreasonably withheld;
- (e) all heating and air conditioning equipment shall be screened from ground view;
- (f) no parking or storage of automobiles, trailers or similar equipment shall be permitted on the Outparcel for a period in excess of twenty-four (24) hours;
- (g) Triple H will erect and maintain proper barricades to prevent unauthorized vehicular and pedestrian traffic from entering its construction site;
- (h) all construction materials must be contained on the Outparcel;
- (i) no structure (including signs) shall exceed thirty (30) feet in height above adjacent grade (excluding roof mounted HVAC units and related screening, which shall not exceed five (5) feet in height); and
- (j) all construction on the Outparcel shall be compatible with the construction on the Owner's Site.
- (k) At no time during construction of the restaurant shall construction equipment and materials, construction vehicles, and the personal vehicles used by workers engaged in construction, block or interfere with access to and from the Owner's Site or adjacent sites.
- (l) There shall be space for stacking of not less than three (3) automobiles for each drive-up unit.

In the event of any damage or destruction to the improvements located on the Outparcel, Triple H shall either promptly repair or restore the improvements to the condition which existed prior to the damage or destruction or in the alternative raze and remove such improvements and landscape the Outparcel in a first-class manner."

3. Section 3.4 shall be, and the same hereby is, amended by adding the following additional language:

“(b) In addition to any other use permitted hereunder, and notwithstanding any other provision in the Declaration to the contrary, Triple H, and its successors and assigns, may use the Outparcel for an upscale, first class restaurant, or a restaurant substantially similar in format and style to restaurants as operated, as of the effective date of the Amendment, as *Culvers* restaurants (“Culvers’ Style Restaurants”). In addition, and only in the event the Outparcel is utilized for either a Culvers’ Style Restaurants or a first class, upscale restaurant, such use may include a single drive through window and lane.”

4. Bank One and Owner, for themselves and their respective successors and assigns, subject to the provisions of paragraph 3 hereof, hereby waive and release for Triple H and its successors and assigns, the restrictions contained in section 3.6 (a)(x) of the Declaration.

5. In addition to the provisions of the Declaration, the following additional provisions shall apply to the Outparcel:

- (a) Operation Expenses. For and in consideration of the agreements contained herein, the grant of easements, and the obligations undertaken by Owner, Triple H shall pay to Owner in equal monthly installments on or before the first day of each month, without demand, deduction, or set off, an annual fee equal to \$2,000.00, subject to adjustment as herein provided. Commencing with the first full month after the first anniversary of this Amendment, and each anniversary thereafter for the term of this Amendment, the annual fee shall be increased by the lesser of 5% of the annual fee for the immediate proceeding year or the percentage change in the Price Index during the immediately preceding year. The Price Index shall be defined as the U.S. City Average Consumer Price Index for All Urban Consumers (CPI-U) issued by the Bureau of Labor Statistics of the United States Department of Labor. If at any time said Consumer Price Index is no longer issued then the term "Price Index" shall mean an index selected by comparable to said Consumer Price Index.
- (b) Signage. Owner may erect and maintain upon the Owner’s Site such suitable signs as, in its sole discretion, it may deem appropriate to advertise the Shopping Center. In addition, Owner shall have the right, permission and license to install at its sole cost and expense one pylon sign on the Outparcel in accordance with applicable zoning ordinance and such design and specifications as Owner, in its sole discretion, deems appropriate, provided such signage does not materially or adversely affect Triple H’s use of the Outparcel or visibility of its signage on the Outparcel. Provided such signage does not prevent governmental approval of the Owner proposed pylon sign, during the term of the Declaration, Triple H shall have the right, permission and license to install at its sole cost and expense on the Outparcel such pylon signs as may be permitted by applicable zoning ordinance. It is further agreed that Owner and Triple H shall each bear the total cost of the installation and maintenance of its signage identified in this paragraph, and each hereby further agrees to maintain its sign(s) during the term of the

Declaration in the same or better condition as of the date such sign(s) are originally installed. It is further agreed that Owner and Triple H shall each pay the additional costs or charges to landscape or for landscape changes resulting from the installation of its sign(s) and to pay any other charges for changes to the property resulting from signage installation. Owner and Triple H shall each pay their proportionate share of charges for utilities used for such signs as reasonably determined by Owner if, and in the event such services are shared. Triple H may not erect any such signs anywhere on the Owner's Site or on the Outparcel except as hereinbelow provided. Triple H further agrees to keep insured and to maintain any such signs, in good condition, operating order and repair at all times. If any damage is done to Triple H's signs, Triple H shall commence to repair same within five (5) days or Owner may at its option repair same at Triple H's expense. All signs of Triple H visible from the common areas of the Shopping Center shall be in good taste and shall conform to the standards, motif, and decor from time to time established by Owner for the Shopping Center and approval of any signage by Owner shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Owner hereby approves the usual and customary signage as generally utilized by "Culvers" style restaurants as of the effective date of this Amendment.

(c) Hazardous Materials.

(1) Triple H hereby agrees that all operations or activities upon, or any use or occupancy of the Outparcel, or any portion thereof, by Triple H, its assignees, and their respective agents, servants, employees, representatives and contractors (collectively, "Triple H Affiliates"), throughout the term of the Declaration, shall be in all respects in compliance with all laws then governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use transportation, release, spillage, leakage, dumping, discharge or disposal of any Hazardous Material.

(2) Triple H agrees to indemnify, defend and hold Owner harmless from any and all claims, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses, including reasonable attorneys' fees and expenses, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature that arise during or after the term of the Declaration, directly or indirectly, from or in connection with the presence, suspected presence, release or suspected release of any Hazardous Material in or into the air, soil, surface water or groundwater at, on, about, under or within the Outparcel or the Owner's Site, or any portion of either thereof caused by Triple H or Triple H Affiliates.

(3) In the event any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work (collectively, the "Remedial Work") is required under any applicable law, by any judicial order, or by any governmental entity as the result of operations or activities upon, or any use or occupancy of any portion of the Outparcel by Triple H or Triple H Affiliates, Triple H shall perform or cause to be performed the Remedial Work in compliance with such law. All Remedial Work performed by Triple H shall be performed by one or more

contractors, selected by Triple H and licensed in the State of Illinois, and under the supervision of a consulting engineer selected by Triple H and approved in advance in writing by Owner. All costs and expenses of such Remedial Work shall be paid by Triple H.

(4) As used herein "Hazardous Material" shall mean any hazardous toxic waste, substance or petroleum product as defined for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 40 U.S.C. §1801 et seq. and all amendments thereto.

(d) Maintenance.

(1) Maintenance by Triple H. Triple H agrees that it shall, without any expense to Owner, maintain or cause to be maintained all improvements on the Outparcel in good order and condition and state of repair to the standards of a first-class shopping center. Triple H further agrees that during the term of this Agreement it shall at its sole cost and expense operate, maintain, repair, replace, light and keep free of snow and ice all parking areas, sidewalks, walkways and roadways as exist from time to time on the Outparcel. Costs and expenses of operating, maintaining and repairing common areas on the Outparcel may include, without limitation, general liability and property damage insurance, lighting, striping, resealing, cleaning, sweeping, cost and expenses of planting, replanting and replacing flowers and landscaping, water and sewerage charges, electrical charges, charges for other utilities, security and reasonable professional management fees. Owner, after giving Triple H sixty (60) days, written notice, shall have the right but not the obligation to effectuate the needed maintenance or repairs, as the case may be, at the expense of Triple H.

(2) Maintenance by Owner. Owner agrees that it shall, without any expense to Triple H, maintain, or cause to be maintained all improvements on the Owner's Site in good order and condition and state of repair to the standards of a first-class shopping center. Owner agrees that during term of this Agreement it shall operate, maintain, repair, replace, light and keep free of snow and ice all parking areas, sidewalks, walkways and roadways as exist from time to time on the Shopping Center (excluding the Outparcel). Costs and expenses of operating, maintaining and repairing common areas on the Shopping Center may include without limitation, general liability and property damage insurance, lighting, striping, resealing, cleaning, sweeping, cost and expenses of planting, replanting and replacing flowers and landscaping, water and sewerage charges, electrical charges, charges for other utilities, security and reasonable professional management fees.

(e) Easements for Utilities. Triple H and Owner each hereby grant to the other, its successors and assigns:

(1) The nonexclusive, mutual, and reciprocal right and easement over and across non-improved portions of the respective Sites to tie into, connect with, and use water, sanitary and storm sewer, telephone, and electric lines, conduits, transmission

and metering devices, and other similar utility facilities situated in its respective Site (exclusive of any portion located within or under a Building or improved area), for the purpose of servicing the buildings developed or to be developed on the other's Site or installing, servicing or maintaining any sign or signs erected on the other's Site, provided (i) the tie-in is completed at the sole cost and expense of the party exercising such right, including the repair of all damage so occasioned by the same; (ii) the party exercising such right pays for all utility services consumed on the benefited parcel, whether measured by a separate metering device or apportioned on a pro rata basis by all Parcels consuming such utility service. Such pro rata determination, if necessary, shall be made on the basis of the aggregate number of square feet of buildings on the Sites concerned.

(2) Triple H hereby grants to Owner the nonexclusive right and easement over and across non-improved portions of the Outparcel to construct, reconstruct, install, repair, replace, and maintain water, storm and sanitary sewer, telephone, and electric lines, conduits, transmission and metering devices, and other utility facilities within the Outparcel (hereinafter collectively referred to as "Utilities") provided (i) such work is done at the sole cost and expense of Owner (subject to pro rata contribution from Triple H on the basis of the aggregate number of square feet of buildings on the Outparcel benefited by such work) and (ii) the foregoing right and easement is exercised at reasonable times.

(f) Easements for Use of Common Areas. Triple H and Owner each hereby grant to the other, its successors and assigns, the right, privilege and easement to use each portion of the parking areas (except to the extent that such grant of parking rights would cause the grantor thereof to be in violation of applicable governmental parking standards or requirements), sidewalks, walkways and roadways (the "Common Areas") constructed on its respective Sites as such areas may exist from time to time for its respective intended purposes; such easements to be for the non-exclusive use of the grantee thereof and its licensees and invitees, in common with grantor, its licensees and invitees, for the following purposes:

(1) easements to use the respective parking facilities for the parking of passenger motor vehicles and passage by pedestrians;

(2) easements to use the various roadways to provide ingress and egress and passage by motor vehicles and pedestrians between both Sites and the adjoining public highways or private roads and to provide passage between the various portions of both Sites; and

(3) easements to use the various sidewalks and walkways to provide passage by pedestrians between the various portions of both Sites.

(4) The easements provided in this Section are subject to the rights of each grantor to change and relocate portions or all of said areas. Neither party shall cause an obstruction in a manner which would prevent access, ingress or egress to the Common

Areas on its respective Site either from the public or private roads abutting said areas or from the other party's Site. Except as herein provided neither party shall impose any charge for parking on its Site, except by mutual agreement.

(g) Right of First Refusal. If at any time during the term of the Declaration, Triple H, or its successors and assigns, shall receive a bona fide offer to purchase the Outparcel, then the Owner, and its successors and assigns, shall, in each instance, have the first right and option to purchase the Outparcel. Owner may exercise the purchase option by giving Triple H (or its successors or assigns) written notice of exercise within thirty (30) days of the receipt by Owner of notice of the proposed offer. Upon exercise, this option shall become a binding contract of sale, and not later than ninety (90) days after Owner's notice, Triple H shall convey title to the Outparcel to Owner or its nominee by a recordable special warranty deed. Closing shall take place at the office of Chicago Title Insurance Company, Racine, Wisconsin, or such other title company as shall be approved by Owner (the "Title Company"), in escrow. The sale shall be closed through escrow in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by the Title Company with such special provisions inserted in the escrow agreement as may be required to conform with this Amendment. Upon creation of said escrow, payment of purchase price and delivery of deed shall be made through escrow. The escrow costs shall be divided equally between the parties. Triple H shall pay state and county transfer taxes. Local taxes should be paid according to custom. Triple H shall provide title insurance in form reasonably acceptable to Owner. Closing shall be contingent upon Owner completing within thirty (30) days, its due diligence to determine the condition of the Outparcel and if for any reason Owner determines that it will not complete the purchase, it shall notify Triple H within such thirty (30) day period and Owner's obligation to purchase shall be null and void. Triple H shall cooperate and provide Owner with access to the Outparcel during such thirty (30) day period to complete its investigation and due diligence.

(h) Successors. The provisions of section 5 of this Amendment shall be binding upon, and insure to the benefit of, Owner and Triple H, and each said party's respective successors or assigns. The provisions of this section 5 of this Amendment may be amended by the agreement of Owner and Triple H or each such party's respective successor or assign.

6. Definition of Terms. As used herein, all terms not specifically defined herein shall have the same meaning as set forth in the Declaration.

7. Agreement in full force and effect. Except as specifically modified hereby, the Declaration shall remain in full force and effect and unmodified.

8. Effective Date. This First Amendment to the Declaration shall become effective upon recordation.

9. Indemnifications. Each of the parties shall indemnify and hold the other party harmless of and from any and all loss, cost, liability, damage, injury or expense, including reasonable attorney's fees, which may arise by reason of any violation of law, ordinance or regulation or by reason of injury

to or death of a person(s), damage to property, or claims of lien for work performed and/or materials or supplies furnished, or arising out of or in connection with the use of the parking area on the indemnifying party's parcel, or arising from or in connection with the willful or negligent acts or omissions of the indemnifying party or its agents, servants, contractors, employees or successors in interest.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Declaration of Easements and Restrictions to be executed by their duly authorized representatives effective as of the day and year first above written.

Bank One, Racine, N.A., a _____
corporation

By: [Signature]
Name: WILLIAM STEELE JR
Title: VICE PRESIDENT

Attest:

By: _____
Name: _____
Title: _____

Triple H LLP, a Wisconsin limited liability
partnership

By: [Signature]
Name: PETER M. HAMAN
Title: PARTNER

Attest:

By: [Signature]
Name: Timothy C. Haman
Title: Partner

CALIFORNIA STATE TEACHERS'
RETIREMENT SYSTEM, a public entity

By: [Signature]
Name: PATRICK MITCHELL
Title: Chief Investment Officer

Attest:

By: _____
Name: _____
Title: _____

EXHIBIT A

OWNER'S SITE

Parcel 1:

That part of the west 1/2 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, including part of Certified Survey Map No. 1169 and part of Certified Survey Map No. 1276, bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located N 89° 08' 05" W 326.13 feet from a brass-capped iron monument marking the center of said Section 24; run thence S 0° 08' 19" E 733.22 feet to an iron pipe; thence S 89° 51' 41" W 200.00 feet to an iron pipe; thence S 0° 08' 19" E 400.00 feet; thence S 89° 51' 41" W 632.51 feet to an iron rod marking the southeast corner of Certified Survey Map No. 1395; thence N 0° 08' 19" W, along the easterly boundary of said C.S.M. No. 1395, 323.00 feet to an iron rod; thence S 89° 51' 41" W, along the northerly boundary of said C.S.M. No. 1395, 640.00 feet to an iron rod on the easterly line of S.T.H. "31"; thence N 11° 49' 57" E, along the easterly line of said highway, 260.89 feet to an iron pipe; thence N 12° 21' 20" E, along the easterly line of said highway, 70.57 feet to an iron pipe; thence continue along the easterly line of said highway 280.15 feet along the arc of a curve concave easterly whose radius is 16310.22 feet and whose chord bears N 14° 23' 41" E 280.15 feet to an iron pipe marking the southwesterly corner of Certified Survey Map No. 1276; thence N 84° 51' 00" E, along the southerly boundary of said C.S.M. No. 1276, 195.00 feet to an iron pipe; thence N 69° 29' 00" E, along the southerly boundary of said C.S.M. No. 1276, 222.08 feet to an iron pipe; thence N 18° 07' 00" E, along the easterly boundary of said C.S.M. No. 1276, 12.42 feet; thence S 88° 27' 33" W 3.75 feet; thence 74.61 feet along the arc of a curve concave northeasterly whose radius is 47.50 feet and whose chord bears N 46° 32' 27" W 67.18 feet to the north line of said C.S.M. No. 1276, which is also the south line of Certified Survey Map No. 1169; thence N 1° 32' 27" W 230.00 feet to the north line of said C.S.M. No. 1169, which is also the south line of 21st Street; thence N 88° 27' 33" E, along the south line of 21st Street, 452.31 feet to an iron pipe; thence continue along the south line of 21st Street 566.49 feet along the arc of a curve concave southerly whose radius is 1333.69 feet and whose chord bears S 79° 22' 21" E 562.24 feet to an iron pipe; thence S 0° 08' 19" E 73.45 feet to the point of beginning.

Parcel 2:

Lot 1, Certified Survey Map No. 1395, recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 20, 1989 in Volume 4 of Certified Survey Maps on pages 351-352 as Document No. 1276690, located in the North 1/2 of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

Tax Parcel No. 23876-17 and 23876-40.

Excepting therefrom:

Parcel No. 1, Certified Survey Map No. 1528, recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 2, 1991, in Volume 4, of Certified Survey Maps on page 699-700, as Document No. 1343824, being a redivision of a portion of Lot 1 of Certified Survey Map No. 1395, in the Northwest 1/4 of the Southwest 1/4 of Section 24 and unplatted lands located in the Northwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin.

EXHIBIT B

BANK SITE

Lot 1 of Certified Survey Map No. 1276, recorded in the office of the Register of Deeds for Racine County, Wisconsin on November 9, 1987 in Volume 4 of Certified Survey Maps, page 36, as Document No. 1243887, being part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

AND

Lot 1 of Certified Survey Map No. 1169, recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 30, 1986 in Volume 3 of Certified Survey Maps, pages 426-428, as Document No. 1207187, being part of the Southwest 1/4 and the Northwest 1/4 of Section 24, Town 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

EXCEPTING THEREFROM THE FOLLOWING:

A 17.5 foot wide strip of land located in the Northwest 1/4 and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, Racine County, Wisconsin and described as follows: Begin at the Northeast corner of Certified Survey Map No. 1169; thence S 1°32'27" E, along the East line of said C.S.M. No. 1169, 230.00 feet to an iron pipe and the North line of Certified Survey Map No. 1276; thence along the boundary of said C.S.M. No. 1276, along the arc of a curve to the left, radius 30.00 feet, whose chord bears S 46°32'27" E 42.43 feet, 47.12 feet to an iron pipe; thence N 88°27'33" E, along said boundary, 10.00 feet to an iron pipe; thence S 18°07'00" W, along said boundary, 18.58 feet; thence S 88°27'33" W 3.75 feet; thence along the arc of a curve to the left, radius 47.50 feet, whose chord bears N 46°32'27" W 67.18 feet, 74.61 feet to the South line of Certified Survey Map No. 1169; thence N 1°32'27" W 230.00 feet to the North line of said C.S.M. No. 1169, which is also the South line of 21st Street; thence N 88°27'33" E 17.50 feet to the point of beginning.

Key No. 23876-38 and ~~23876-55~~

EXHIBIT C

OUTPARCEL

LOT 1 OF CERTIFIED SURVEY MAP NO. 1986, BEING A PART OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RACINE COUNTY, ON SEPTEMBER 5, 1997 IN VOLUME 6 OF CERTIFIED SURVEY MAPS, AT PAGE 70, AS DOCUMENT NO. 1593585. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION: BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1; RUN THENCE N 88° 27' 33" EAST 17.70 FEET; THENCE SOUTH 01° 32' 27" EAST 213.00 FEET; THENCE SOUTH 45° 48' 16" EAST 41.20 FEET, THENCE SOUTH 18° 07' 00" WEST 18.58 FEET; THENCE SOUTH 88° 27' 33" WEST 10.00 FEET TO THE POINT OF CURVATURE OF A CURVE OF SOUTHWESTERLY CONVEXITY WHOSE RADIUS IS 30.00 FEET AND WHOSE CHORD BEARS NORTH 46° 32' 27" WEST 42.43 FEET; THENCE NORTHWESTERLY 47.12 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 01° 32' 27" WEST 230 FEET; THENCE NORTHWESTERLY 47.12 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 01° 32' 27" WEST 230.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 21ST STREET AND THE POINT OF BEGINNING. SAID LAND BEING IN THE CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN.

STATE

~~CITY~~ OF WISCONSIN)

COUNTY OF MILWAUKEE)

SS.

I, Maxine E. Haas, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that William Steele, Jr., a Vice President of Bank One Racine,
NA, a _____ corporation, is personally known to me to be the same person whose name is
subscribed to the foregoing instrument as such Vice President appeared before me this day in
person and acknowledged that he/~~she~~ signed and delivered said instrument as his/~~her~~ own free and
voluntary act 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 3rd day of December,
1999.

Maxine E. Haas
Notary Public Maxine E. Haas

My Commission expires: June 25, 2000

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, Sandra L. Carlson, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that Peter M. Hamon & Timothy C. Hamon Partners of Triple H
LLC, a Wisconsin limited liability partnership, ~~is~~ are personally known to me to be the same person(s)
whose name(s) is/are subscribed to the foregoing instrument as the Partners and
That of said Village, appeared before me this day in person and acknowledged that
~~he/she~~ they signed and delivered said instrument as ~~his/her~~ their own free and voluntary act and as the
free and voluntary act of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 21st day of JANUARY 2000
1999.



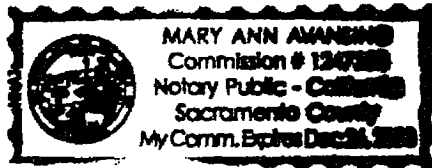
Sandra L. Carlson
Notary Public

My Commission expires: 5-4-03

STATE OF California
COUNTY OF Sacramento)
SS.

I, Mary Ann Avansino, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that Patrick Mitchell, a CIO of California
State Teachers' Retirement System, is/~~are~~ personally known to me to be the same person(s) whose
name(s) is/~~are~~ subscribed to the foregoing instrument as the CIO and _____
_____ of said public entity, appeared before me this day in person and acknowledged
that he/~~she~~/~~they~~ signed and delivered said instrument as his/~~her~~/~~their~~ own free and voluntary act and as
the free and voluntary act of said public entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 25th day of January,
1999.
2000



Mary Ann Avansino
Notary Public

My Commission expires: 12-26-03

DOCUMENT #

1716541

Consent agreement

Document Number

Title of Document

SEE ATTACHED LEGAL

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2000 FEB -2 PM 4:41

MARK A. LADD
REGISTER OF DEEDS

VOL 3001
PAGE 091-095

18

Record this document with the Register of Deeds

Name and Return Address:

Atty Andrew Annes
Schenk, Annes, Brookman & Tepper, Ltd
311 S. Wacker Dr. Ste 5125
Chicago, IL 60606-6622

23876-44

(Parcel Identification Number)



GEOFFREY

TOYS "R" US®

www.toysrus.com

NATIONAL OFFICES: 461 FROM ROAD, PARAMUS, NJ 07652-3524

VOL
PAGE
3001
092

January 7, 2000

California State Teachers'
Retirement System
c/o William J. Horvath
Lend Lease Real Estate Investments, Inc.
455 North Cityfront Plaza Drive
Suite 3200
Chicago, IL 60611

**RE: Racine, Wisconsin
TRU#6051**

Consent

Reference is hereby made to that certain Reciprocal Easement and Operation Agreement dated July 2, 1991 ("REA") between TRU Properties, Inc. ("Toys") (successor in interest to Toys "R" Us, Inc.) and California State Teachers Retirement Systems ("CSTRS") (successor in interest to Kmart Corporation) as amended from time to time and that certain Declaration of Easements and Restrictions dated September 6, 1988 ("Declaration") between CSTRS (successor in interest to Racine Joint Venture who was successor in interest to Demetrios Dellaportas), Bank One, Racine, N.A. ("Bank One") and Toys as amended from time to time. All capitalized terms used herein shall have the same respective meanings as in the REA and Declaration unless otherwise indicated.

CSTRS is the owner of the property ("Shopping Center") legally described in Exhibit A, which property includes an outparcel ("Outparcel") which CSTRS intends to sell to Triple H LLP for the purpose of the development by Triple H LLP of a Culver's Restaurant.

CSTRS has requested Toys' waiver of Section 3.6 (x) of the Declaration which prohibits a fast food restaurant with drive-through facilities ("Restriction"), in order that Triple H LLP may locate a Culver's Restaurant at the Shopping Center.

Toys hereby waives the Restriction (and to the extent applicable, any other restrictions of the REA or Declaration which would restrict the use of the Outparcel as herein described) and consents to a fast food restaurant with drive-through facilities for

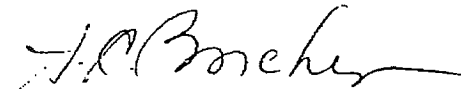
Triple H LLP to locate and operate a Culver's Restaurant, subject to and conditioned upon each of the following:

1. The Culver's Restaurant shall be located in the outlot indicated on Exhibit B attached and made part hereof.
2. The building shall not exceed 30' (thirty) feet in height.
3. At no time shall construction, construction equipment and materials, construction vehicles, and the personal vehicles used by workers engaged in construction, block or interfere with access to and from the Toys Parcel or the Shopping Center entrances and exits, including delivery, loading, and unloading access to the Toys Parcel or the Shopping Center.
4. Toys' consent is limited to Triple H LLP and its successors and/or assigns, provided that the use remains a Culver's Restaurant or a family style restaurant, materially the same as Culver's, and no alcohol is served on premises or sold for take out.
5. There shall be space for stacking of not less than three (3) automobiles for each drive-up unit.

Nothing herein contained shall be deemed to create any new or additional restrictions on the Outparcel other than as existed pursuant to the REA and Declaration. Except to the extent of the consents herein granted, all other limitations, prohibitions and exclusivity provisions of the REA and the Declaration shall remain in full force and effect. Nothing herein shall be deemed a waiver of any of the restrictions set forth in the REA or the Declaration with respect to any other party or parties, nor a waiver of any other or additional terms, covenants or restrictions set forth in the REA or the Declaration nor a creation of any new or additional restrictions.

Very truly yours,

TRU PROPERTIES, INC.



A. C. Boschen
Director - Asset Management

SUBSCRIBED and SWORN to before me
this 7th
day of January, 2000.



Notary Public

DEBORAH SALOMON

A Notary Public of New Jersey

My Commission Expires 12/03/2001

EXHIBIT A
LEGAL DESCRIPTION
OWNER'S SITE

Parcel 1:

That part of the west 1/2 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, including part of Certified Survey Map No. 1169 and part of Certified Survey Map No. 1276, bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located N 89° 08' 05" W 326.13 feet from a brass-capped iron monument marking the center of said Section 24; run thence S 0° 08' 19" E 733.22 feet to an iron pipe; thence S 89° 51' 41" W 200.00 feet to an iron pipe; thence S 0° 08' 19" E 400.00 feet; thence S 89° 51' 41" W 652.51 feet to an iron rod marking the southeast corner of Certified Survey Map No. 1395; thence N 0° 08' 19" W, along the easterly boundary of said C.S.M. No. 1395, 323.00 feet to an iron rod; thence S 89° 51' 41" W, along the northerly boundary of said C.S.M. No. 1395, 640.00 feet to an iron rod on the easterly line of S.T.H. #31; thence N 11° 49' 57" E, along the easterly line of said highway, 260.89 feet to an iron pipe; thence N 12° 21' 20" E, along the easterly line of said highway, 70.57 feet to an iron pipe; thence continue along the easterly line of said highway 280.15 feet along the arc of a curve concave easterly whose radius is 16310.22 feet and whose chord bears N 14° 23' 41" E 280.15 feet to an iron pipe marking the southwesterly corner of Certified Survey Map No. 1276; thence N 84° 51' 00" E, along the southerly boundary of said C.S.M. No. 1276, 195.00 feet to an iron pipe; thence N 69° 29' 00" E, along the southerly boundary of said C.S.M. No. 1276, 222.08 feet to an iron pipe; thence N 18° 07' 00" E, along the easterly boundary of said C.S.M. No. 1276, 12.42 feet; thence S 88° 27' 33" W 3.75 feet; thence 74.61 feet along the arc of a curve concave northeasterly whose radius is 47.50 feet and whose chord bears N 46° 32' 27" W 67.18 feet to the north line of said C.S.M. No. 1276, which is also the south line of Certified Survey Map No. 1169; thence N 1° 32' 27" W 230.00 feet to the north line of said C.S.M. No. 1169, which is also the south line of 21st Street; thence N 88° 27' 33" E, along the south line of 21st Street, 452.31 feet to an iron pipe; thence continue along the south line of 21st Street 566.49 feet along the arc of a curve concave southerly whose radius is 1333.69 feet and whose chord bears S 79° 22' 21" E 562.24 feet to an iron pipe; thence S 0° 08' 19" E 73.45 feet to the point of beginning.

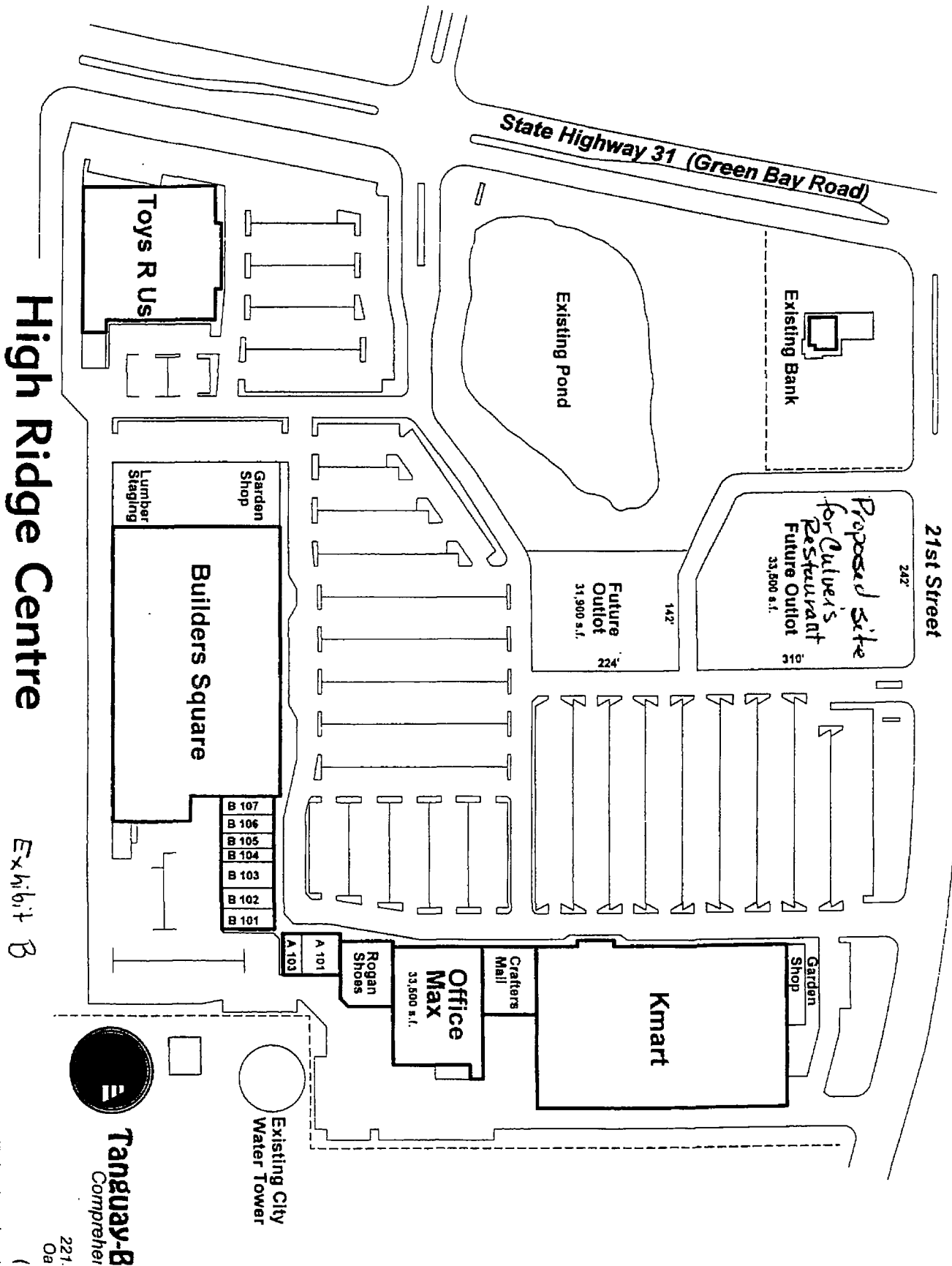
Parcel 2:

Lot 1, Certified Survey Map No. 1395, recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 20, 1989 in Volume 4 of Certified Survey Maps on pages 351-352 as Document No. 1276690, located in the North 1/2 of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

Tax Parcel No. 23876-17 and 23876-40.

Excepting therefrom:

Parcel No. 1, Certified Survey Map No. 1528, recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 2, 1991, in Volume 4, of Certified Survey Maps on page 699-700, as Document No. 1343824, being a redivision of a portion of Lot 1 of Certified Survey Map No. 1395, in the Northwest 1/4 of the Southwest 1/4 of Section 24 and unplatted lands located in the Northwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin.



High Ridge Centre

Exhibit B



Tanguay-B
Comprehensive

221.0a

All information is deemed
thereof and is subm

1716542

REGISTER'S OFFICE
RACINE COUNTY, WI

This instrument was prepared
by and after recording should
be returned to:

Andrew J. Annes, Esquire
Schenk, Annes, Brookman & Tepper, Ltd.
311 South Wacker Drive, Suite 5125
Chicago, IL 60606-6622

RECORDED _____

2000 FEB -2 PM 4:42

MARK A. LADD
REGISTER OF DEEDS

3001 096-099

16-

23876-44

WAIVER

This Waiver is made effective as of this 4th day of November, 1999 by
Kmart Corporation.

Recitals

A. California State Teachers' Retirement System ("Owner") is the owner in fee simple of certain real estate situated in the City of Racine, County of Racine, State of Wisconsin, more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "Owner's Site").

B. Kmart Corporation ("Kmart") is a tenant under a certain lease ("Lease") with Owner covering a portion of the Owner's Site.

C. Owner, by its predecessor in interest, Demetrios Dellaportas ("Dellaportas") and Bank One, Racine NA ("Bank One") entered into a certain Declaration of Easements and Restrictions dated September 7, 1988 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 7, 1988 in Volume 1929 of Records, at page 653, as Document No. 1265306 and a certain Addendum to Declaration of Easements and Restrictions dated April 13, 1990 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on April 19, 1990 in Volume 2010 of Records, at page 126, as Document No. 1308183 and a certain Amendment to Declaration of Easements and Restrictions dated June 18, 1991 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 7, 1988 in Volume 2077 of Records, at page 748, as Document No. 1343367 (hereinafter collectively referred to as the "Declaration").

D. Owner, by its predecessor in interest, Kmart and TRU, by its predecessor in interest, Toys "R" Us, Inc. ("Toys") entered into a certain Reciprocal Easement and Operation Agreement dated July 2, 1991 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 2, 1991 in Volume 2078 of Records, at page 789, as Document No. 1343832, and a certain First Amendment to Reciprocal Easement and Operation Agreement dated June 25, 1992 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on October 19, 1992 in

Volume 2194 of Records, at page 169, as Document No. 1393873 (hereinafter collectively referred to as the "REA").

E. Owner intends to sell a portion of the Owner's Site ("Outparcel"), legally described on Exhibit B attached hereto, to Triple H LLP ("Triple H") for the purpose of the development of a restaurant with a drive-through window.

F. Pursuant to the Lease, Kmart may be entitled to benefits of the provisions of the REA and desires to waive any objection Kmart may have to the sale of a portion of the Owner's Site for the development of a restaurant.

For and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which the undersigned hereby acknowledges, the undersigned agrees as follows:

1. Subject to the terms and provisions herein contained, the undersigned hereby waives, to the extent applicable, any restrictions contained with the Declaration and/or REA to the sale and use of the Outparcel for the purpose of the use of the Outparcel by Triple H, and/or its successors and assigns, for an upscale, first class restaurant (with a bar), or a restaurant (with a bar) substantially similar in format and style to restaurants as operated, as of the effective date of this Waiver, as *Culvers* restaurants ("Culvers' Style Restaurants"). In addition, and only in the event the Outparcel is utilized for either a Culvers' Style Restaurant or a first class, upscale restaurant, such use may include a single drive-through window and bar.

2. The restaurant herein described shall be located on the Outparcel.

3. The building shall not exceed 30' (thirty) feet in height above adjacent grade (excluding roof mounted HVAC units and related screening, which shall not exceed five (5) feet in height).

4. At no time during construction of the restaurant shall construction equipment and materials, construction vehicles, and the personal vehicles used by workers engaged in construction, block or interfere with access to and from the Owner's Site or adjacent properties.

5. There shall be space for stacking of not less than three (3) automobiles for each drive-up unit.

6. In the event of a violation by any owner of the Outparcel of any applicable terms and provisions of the REA or Declaration, the undersigned for its successors and assigns, agrees that enforcement shall only be against the owner of the Outparcel and not the owner of the Owner's Site.

7. All other limitations, prohibitions and exclusivity provisions of the REA and the Declaration shall remain in full force and effect. Nothing herein shall be deemed a waiver of any of the restrictions set forth in the REA or the Declaration with respect to any other party or parties, nor a waiver of any other or additional terms, covenants or restrictions set forth in the REA or the Declaration.

Kmart Corporation

By: *Lawrence T. Kellar*

Its: **LORRENCE T. KELLAR**
V.P. REAL ESTATE

SUBSCRIBED and SWORN to before me
this 4th
day of November, 1999.

Samuel M. Alexander
Notary Public

SAMUEL M. ALEXANDER
Notary Public, Oakland County, MI
Commission Expires: Sept. 22, 2003

EXHIBIT A
LEGAL DESCRIPTION
OWNER'S SITE

Parcel 1:

That part of the west 1/2 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, including part of Certified Survey Map No. 1169 and part of Certified Survey Map No. 1276, bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located N 89° 08' 05" W 326.13 feet from a brass-capped iron monument marking the center of said Section 24; run thence S 0° 08' 19" E 733.22 feet to an iron pipe; thence S 89° 51' 41" W 200.00 feet to an iron pipe; thence S 0° 08' 19" E 400.00 feet; thence S 89° 51' 41" W 652.51 feet to an iron rod marking the southeast corner of Certified Survey Map No. 1395; thence N 0° 08' 19" W, along the easterly boundary of said C.S.M. No. 1395, 323.00 feet to an iron rod; thence S 89° 51' 41" W, along the northerly boundary of said C.S.M. No. 1395, 640.00 feet to an iron rod on the easterly line of S.T.H. "31"; thence N 11° 49' 57" E, along the easterly line of said highway, 260.89 feet to an iron pipe; thence N 12° 21' 20" E, along the easterly line of said highway, 70.57 feet to an iron pipe; thence continue along the easterly line of said highway 280.15 feet along the arc of a curve concave easterly whose radius is 16310.22 feet and whose chord bears N 14° 23' 41" E 280.15 feet to an iron pipe marking the southwesterly corner of Certified Survey Map No. 1276; thence N 84° 51' 00" E, along the southerly boundary of said C.S.M. No. 1276, 195.00 feet to an iron pipe; thence N 69° 29' 00" E, along the southerly boundary of said C.S.M. No. 1276, 222.08 feet to an iron pipe; thence N 18° 07' 00" E, along the easterly boundary of said C.S.M. No. 1276, 12.42 feet; thence S 88° 27' 33" W 3.75 feet; thence 74.61 feet along the arc of a curve concave northeasterly whose radius is 47.50 feet and whose chord bears N 46° 32' 27" W 67.18 feet to the north line of said C.S.M. No. 1276, which is also the south line of Certified Survey Map No. 1169; thence N 1° 32' 27" W 230.00 feet to the north line of said C.S.M. No. 1169, which is also the south line of 21st Street; thence N 88° 27' 33" E, along the south line of 21st Street, 452.31 feet to an iron pipe; thence continue along the south line of 21st Street 566.49 feet along the arc of a curve concave southerly whose radius is 1333.69 feet and whose chord bears S 79° 22' 21" E 562.24 feet to an iron pipe; thence S 0° 08' 19" E 73.45 feet to the point of beginning.

Parcel 2:

Lot 1, Certified Survey Map No. 1395, recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 20, 1989 in Volume 4 of Certified Survey Maps on pages 351-352 as Document No. 1276690, located in the North 1/2 of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

Tax Parcel No. 23876-17 and 23876-40.

Excepting therefrom:

Parcel No. 1, Certified Survey Map No. 1528, recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 2, 1991, in Volume 4, of Certified Survey Maps on page 699-700, as Document No. 1343824, being a redivision of a portion of Lot 1 of Certified Survey Map No. 1395, in the Northwest 1/4 of the Southwest 1/4 of Section 24 and unplatted lands located in the Northwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin.

Register's Office
Racine County, Wis.

SS

1343832

Received for Record 2nd day of July, A.D. 1991 at 2:19 o'clock P.M. and recorded in Volume 2078 of Racine on page 789-812

RECIPROCAL EASEMENT AND OPERATION AGREEMENT

Helen M. Schuttner

Register of Deeds

AGREEMENT, made as of this 2nd day of July, 1991, between KMART CORPORATION, a Michigan corporation ("Kmart"), having an office at 3100 West Big Beaver Road, Troy, Michigan 48034 and TOYS "R" US, INC., a Delaware corporation ("Toys") having an office at 461 From Road, Paramus, New Jersey 07652.

Preliminary Statement

Kmart is the owner of certain real property located in the City of Racine, Racine County, Wisconsin, consisting of approximately 32.6 acres more particularly described in Exhibit A annexed hereto (which together with any other property contiguous or adjacent to said property which is now or hereafter owned by Kmart shall be hereinafter called the "Kmart Parcel"). Toys has acquired certain real property consisting of approximately 5.0 acres located adjacent to the Kmart Parcel, more particularly described in Exhibit B (the "Toys' Parcel") upon which Toys intends to construct a store unit containing approximately 45,000 square feet of floor space (the "Store"). The parties recognize that for the most favorable development of the Kmart Parcel and the Toys' Parcel (collectively, the "Shopping Center") as a unified and coordinated retail sales area, it is necessary that they agree and cooperate with respect to the operation and maintenance of their respective parcels and the common areas and facilities to be erected thereon (the "Common Area") as indicated on the site plan annexed hereto as Exhibit C (the "Site Plan"), including without limitation all curb cuts, roadways, aisles, parking areas, loading areas, sidewalks and common lighting and drainage facilities. Kmart may construct buildings in accordance with present zoning regulations ("Buildings") on the Kmart Parcel providing for general use as a retail shopping center.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, Kmart and Toys hereby agree as follows:

ARTICLE I. EASEMENTS

Section 1.01. (a) (i) Kmart hereby grants and conveys to Toys, its successors and assigns, a non-exclusive perpetual easement, and right of use appurtenant to and for the benefit of the Toys' Parcel, to and from adjacent public roads in and over that portion of the Common Areas located on the Kmart Parcel for the purpose of pedestrian and vehicular ingress, egress, passage, delivery, parking and installation, construction, repair and maintenance of utilities servicing the Toys Parcel, if any. Kmart shall not materially alter the location of the curb cuts or roadways in the Common Area nor materially alter the quality or quantity of parking, on the Kmart Parcel without the consent of Toys, which shall not be unreasonably withheld.

(ii) The easement granted hereby shall be for the benefit of, but not restricted solely to, Toys and Toys may grant the benefit of such easement

REA
Racine, WI
6/07/91

Return: Ambassador

VOL 2078 PAGE 789

to its tenants or other occupants of the Toys' Parcel for the duration of such occupancy and to the agents, licensees, concessionaires, customers, employees and business invitees of Toys, its tenants or other occupants; but same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

(b) (i) Toys hereby grants and conveys to Kmart, its successors and assigns a non-exclusive perpetual easement, and right of use appurtenant to and for the benefit of the Kmart Parcel, to and from adjacent public roads in and over that portion of the Common Areas located on the Toy's Parcel, for the purpose of pedestrian and vehicular (including municipal bus routes), ingress, egress, passage, delivery, parking and maintenance of utilities servicing the Kmart Parcel, if any. Toys will not alter the location of the curb cuts or roadways in the Common Areas nor materially alter the quality or quantity of parking on Toys' Parcel without the consent of Kmart, which consent shall not be unreasonably withheld.

(ii) The easements granted hereby shall be for the benefit of, but not restricted solely to, Kmart and Kmart may grant the benefit of such easements to its tenants or other occupants of the Kmart Parcel and to the agents, licensees, concessionaires, customers, employees and business invitees of Kmart, its tenants or other occupants for the duration of such occupancy; but same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

Section 1.02. Utility Easements. (a) Each Party hereby grants to the other Party, its successors and assigns, a perpetual non-exclusive easement and right of use appurtenant to and for the benefit of the grantee's Parcel in, to, over, under and across the Common Areas of the grantor's Parcel for the installation, operation, maintenance, repair, relocation and removal of sewers, water and gas mains, electric power lines, telephone lines, and other utility lines ("Utility Lines") to serve the grantee's Parcel, including without limitation the right to install and maintain manholes, meters, pipelines, valves, hydrants, sprinkler controls, conduits, sewage facilities and all related facilities in a manner which does not interfere with any Common Area or building use or operation. After the initial installation of all utilities, all easements for the Utility Lines shall be subject, as to location, to the prior written approval of the Party whose Common Area is to be burdened thereby, which approval shall not be unreasonably withheld or delayed. The grantee shall repair and maintain the Utility Lines, but such repair and maintenance shall be performed except in the case of emergency only after (i) ten (10) days' written notice to the grantor and (ii) shall not be performed during the period from October 1 through December 31 of any year; the grantee shall, at its cost and expense, repair any damage to any improvements on the grantor's Parcel caused by such repair and maintenance. The grantor may, at its expense, relocate any Utility Lines after 30 days' written notice to the grantee, provided such relocation shall not be performed during the period from October 1 through December 31 of any year and shall not interrupt or diminish the utility service to the grantee's Parcel and, except in the case of emergency, shall not reduce or impair the usefulness or function of such utility.

(b) Except with respect to ground mounted transformers and emergency generators at the rear of a building or as may be necessary during periods of construction, repair or temporary service, all utilities shall be underground unless required to be above ground by the utility providing such service, or the Parties agree otherwise.

(c) If the Parties elect to install common utilities, all costs and expenses thereof may be set forth in a separate agreement between the cooperating Parties.

Section 1.03. No signs, fences, hedges, curbing, barriers, walls or other structures which would prohibit the free flow of pedestrian or automotive traffic as intended by this Agreement, shall be erected by either Kmart or Toys on the portions of their respective parcels which by the terms of this Agreement must remain Common Areas, except as indicated on the Site Plan.

Section 1.04. In connection with any construction work to be performed in the development of the Shopping Center each Party hereby grants to the other temporary easements for incidental encroachments upon the other party's parcel which may occur as a result of the use of ladders, scaffolding, store front barricades and similar facilities resulting in temporary obstructions of portions of the Common Areas, so long as their use is kept within the reasonable requirements of the construction work expeditiously pursued.

Section 1.05. Neither party shall grant an easement or easements of any type set forth in this Agreement or otherwise to any person for the benefit of property not within the Shopping Center; provided, however, that the foregoing shall not prohibit the granting or dedicating of utility easements by Kmart on its Parcel for the benefit of adjoining property owned by Kmart provided that such easement shall not diminish any Utility Line at the Shopping Center. The foregoing notwithstanding, each Party shall be permitted to grant or dedicate utility easements on its Parcel to governmental or quasi-governmental authorities or to public utilities.

Section 1.06. Each of the parties hereto hereby agrees for itself and its successors and assigns that it will execute such documents in recordable form as may be necessary to effectuate the provisions of this Article I, including, but without limiting the generality of the foregoing, any documents granting easements, licenses, and similar rights to utility companies and governmental bodies or agencies thereof.

Section 1.07. Each Party grants to the other an easement for the term of this Agreement under, over and upon an area directly adjoining the property line between the Kmart Parcel and Toys Parcel for incidental encroachments for, among other things, overhangs for roof projections, signs or similar projections provided that no such encroachment shall, at the time such encroachment shall first occur, interfere in any way with the actual use of either party's parcel or either party's prior use of the easement granted pursuant to this paragraph, and the encroachment shall not exceed six (6) inches.

ARTICLE II. MAINTENANCE AND OPERATION

Section 2.01. (a) Kmart and Toys shall (or cause to be) at their own expense supervise(d), operate(d), manage(d), repair(ed), replace(d) and maintain(ed) all improved portions of the Common Areas located on their respective Parcels together with any enlargements thereof and including without limitation the parking areas, interior drives and lanes, curb cuts, entrances, exists, sidewalks, landscaped areas, lighting facilities, drainage facilities, and any other areas, facilities and equipment intended for and available for the common use of all of the owners of land within the Shopping Center, their tenants, customers, and business invitees, in good repair and in a safe, sound and functional condition; free from refuse, rubbish and dirt and in conformity with all governmental regulations. If any portions of the Common Areas have not been improved such areas shall be maintained in a safe and sightly condition, free of trash and regularly mowed and tended to. Operation and maintenance shall include, but not be limited to, the furnishing of or and/or payment of or for electricity, water, gas, sewer use fees, if any, labor, promptly remove all snow and ice or treating the same, cleaning, policing, maintenance equipment and tools and any personal property taxes assessed to such maintenance equipment and tools, insurance and anything else necessary for the everyday maintenance of the Common Areas and related facilities in the manner and to the standards mentioned in the prior sentences. Each owner shall re-pave, restripe and replace markings on the surface of the parking areas and driveway from time to time so as to provide for the orderly narking of automobiles and shall place or replace adequate exit and entrance and other traffic control signs to direct traffic in and out of said parking areas.

(b) (i) The Shopping Center lighting facilities and fixtures are to be designed and installed so that there is one uniform lighting system for the Common Areas with separate metering device to measure the electricity consumed by the Parties on their respective Parcels. The meters or measuring devices and lighting control switches shall be located in a control box located in an exterior, accessible location on a mutually agreeable place on each Parcel. Each party shall be provided unlimited access to the control box wherever located in order to respond to emergency situations and to operate the exterior lighting as provided herein. The lighting speifications of the Shopping Center are set forth in the plans and specifications referenced on Exhibit D.

(ii) Kmart and Toys shall keep the Common Areas of their respective Parcels and any ring roads lighted and open to the customers of the Shopping Center seven days a week at all times during normal shopping hours which shall include the hours until 11 p.m. Monday through Friday, 10 p.m. on Saturday and 7 p.m. Sunday from January 1 through September 30 of each year and until 1 a.m. every day from October 1 through December 31 of each year ("Normal Hours"). Upon request of Toys, Kmart shall keep the Common Areas of the Kmart Parcel lighted and open for as long as Toys shall request, provided Toys shall pay for a share of the cost of said requested lighting (meaning only the cost of lighting after Normal Hours), which share shall be determined on a pro rata basis with respect to any other tenants of the Shopping Center open later than Normal Hours. Upon request of Kmart, Toys shall keep the Common Areas of the Toys' Parcel lighted and open for as long as Kmart shall request, provided Kmart shall pay for the cost of said requested lighting (meaning only the cost of lighting after Normal Hours), except if Toys remains open later than Normal Hours, Toys shall pay a

share of such cost, which share shall be determined on a pro rata basis with respect to any other tenants or occupants of the Shopping Center open later than Normal Hours.

Section 2.02. Kmart and Toys shall, during the term of this Agreement, maintain, or cause to be maintained, their respective buildings in a safe, clean, tenantable, and sightly condition and in good order and repair.

Section 2.03. The Parties shall require all occupants, tenants and subtenants to comply with the reasonable requirements of this Agreement with reference to sanitation, handling of trash and debris, loading and unloading of trucks and other vehicles, safety and security against fire and theft, vandalism, personal injury and other hazards, including a prohibition against unsightly window advertising, unsightly or unsanitary accumulation of trash or other similar misuse of walkways, landscaping and loading areas.

Section 2.04. Each Party agrees to: (a) Prohibit individual merchants displaying and/or selling merchandise in the Common Areas on its Parcel except for sidewalk sales in connection with Shopping Center wide promotional sales immediately in front of the stores conducting such sales provided (i) such sales are not held more than four (4) times in any calendar year and for no more than three (3) days at any one time; (ii) the Common Areas still be used for their intended purpose, and (iii) no such sales can be held during October, November or December of any year. The parties acknowledge and agree that nothing contained in this Agreement shall be construed so as to prohibit the sale of merchandise from the Kmart Garden Area, as depicted on Exhibit C.

(b) Prohibit other activities in the Common Areas on its Parcel, other than providing ingress and egress, parking and the like for customers, invitees and business visitors of the Shopping Center insofar as their activities relate to the intended use of the Building Area of the Shopping Center, unless prior written consent of the other Party is obtained. Notwithstanding anything contained herein, no Party shall permit or extend the benefits of this REA to any person or individual engaging in the following activities on the Common Area:

(i) Exhibiting any placard, sign, or notice;

(ii) Distributing any circular, handbill, placed, or booklet;

(iii) Soliciting memberships or contributions (excluding such charitable organizations as the Parties may agree);

(iv) Parading, picketing, or demonstrating; and

(v) Failing to follow regulations relating to the use of the Shopping Center which regulations will be applied equally and in a non-discriminatory manner to all tenants of the Shopping Center and will not require payments of money to Kmart by any tenant.

(c) Not use its Parcel for other than retail sales and services (provided any services located on the Shopping Center shall be of the type defined below and shall in no event be located in more than fifteen (15%) of the total Floor

Area on any Parcel). Services shall mean only those services such as retail financial institutions, real estate and stock brokerage offices, travel agencies and other uses providing services directly to the public for fees which are commonly found within first-class retail shopping centers in the Racine/Milwaukee Metropolitan Area. Notwithstanding the foregoing, no use or service shall be permitted in the Shopping Center which is inconsistent with the operation of a first-class retail shopping center.

Section 2.05. (a) Toys shall indemnify and hold Kmart harmless (except for loss or damage resulting from the tortious acts of Kmart, its agents or employees) from and against any and all claims, actions, suits, judgments, damages, liability and expense, including reasonable attorneys' fees, in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Toys' Parcel, or occasioned wholly or in part by any act or omission of Toys, its agents, contractors, employees, servants or licensees.

(b) Kmart shall indemnify and hold Toys harmless (except for loss or damage resulting from the tortious acts of Toys, its agents or employees) from and against any and all claims, actions, suits, judgments, damages, liability and expense, including reasonable attorneys' fees, in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Kmart Parcel, or occasioned wholly or in part by any act or omission of Kmart, its agents, contractors, employees, servants or licensees.

(c) Each Party shall obtain and maintain at all times public liability insurance insuring against claims on account of death, bodily injury or property damage that may arise from or be occasioned by the condition, use or occupancy of all Common Areas in the Shopping Center by customers, invitees, licensees and employees of Kmart, Toys and Kmart's tenants in the Shopping Center. Said insurance shall be obtained and maintained in a reputable insurance company or companies qualified to do business in the State of Wisconsin and having limits for bodily injury or death in the amounts of not less than \$5,000,000 for injury to or death of one person, \$5,000,000 for injury to or death of more than one person in one accident and property damage insurance in an amount not less than \$100,000. Such insurance shall with respect to the Common Areas of each parcel name all of the parties hereto or their successors as additional insureds thereunder. Such insurance shall provide that the insurance may not be cancelled without at least ten (10) days' prior written notice being given by the insurer to each party named as an additional insured. Each party shall pay or cause to be paid, the cost of such insurance for its respective parcel. Either Party may self-insure as to any liability for which insurance is required hereunder provided such party taken together with any parent, subsidiary, affiliate, controlled or controlling entities have a net worth, computed in accordance with generally accepted accounting principals consistently applied, of at least \$50,000,000.

Section 2.06. (a) Kmart and Toys each covenant to pay with respect to its Parcel, all real estate taxes and assessments thereon, all water and sewer rents, and also all charges for utility services applicable to each party's improvements and all assessments hereafter made by governmental authorities for improvements hereafter commenced.

(b) Upon the separate assessment of each Parcel for real estate tax purposes by the Racine County Assessor, then either Kmart or Toys may defer payment of any such taxes, assessments or rents payable by either such Party with respect to its Parcel, while contesting or appealing the validity and/or amount thereof, provided such contest shall be in good faith pursuant to law and that the contesting party shall, upon receipt of a final adverse ruling or decision pay any such taxes, assessments or rents payable and take such steps as may be necessary to insure the foreclosure will not occur.

ARTICLE III. RESTRICTIONS

Section 3.01. Neither Toys nor Kmart shall construct or permit to be constructed any buildings or structures of any kind in the Shopping Center except in the areas designated as "Building Areas" or "Toy Store" on the Site Plan. No Building or structure shall exceed one (1) story in height. In no event shall any building or structure on the Shopping Center exceed the maximum gross floor area indicated on the Site Plan or a maximum height (including the height of any parapet wall, mansard or other architectural treatment, whether structural or non-structural, or any rooftop HVAC equipment, as measured from the lowest surrounding ground elevation to the highest point on such building or structure) as follows:

<u>PARCEL</u>	<u>BUILDING HEIGHT RESTRICTION</u>
(i) Kmart's Parcel	35'
(ii) Outparcel C	30'
(iii) Outparcel R	30'
(iv) Outparcel T	30'
(v) Toys Parcel	35'

Except for initial construction, emergency situations, and work completed to the Kmart Store, no exterior construction shall be permitted during the period from October 1 through December 31 of any year without the prior written consent of Toys, which consent may be withheld in Toys' sole discretion.

Section 3.02. (a) Kmart shall operate its portion of the Common Areas so as to maintain at least 5 parking spaces for every 1000 square feet of retail space constructed on the Kmart Parcel. Such parking spaces shall be at least 9 feet in width by 18 feet in length with 20 feet between parking aisles (56 foot center line base), suitably marked by painted stripes, are at all times available, together with driveways, entrances, exits and sidewalks. Kmart and Toys agree that no metered or other parking charge shall be made by either party on any part of their respective parcels (except a Common Area operation and maintenance charge paid by owners or tenants), it being the intention of the parties hereto that the right to park in the Common Areas shall be free of any charge whatsoever except as above indicated.

(b) With respect to any outparcel shown on the Site Plan, if a business use contains a drive-up unit (such as remote banking facility or food ordering/dispensing facility), there shall also be created space for stacking of not less than three (3) automobiles for each drive-up unit.

Section 3.03. (a) Kmart and Toys hereby covenant and agree that no part of either the Kmart Parcel or Toys Parcel may be used for any purpose other than a retail shopping center operation oriented to the retail sale of consumer goods or services as provided in this Agreement. All uses made, conducted or permitted on or with respect to all or any part of the Shopping Center shall be compatible with the development or operation of a shopping center.

(b) Neither Toys nor Kmart will lease or sublease or permit the use of any portion of the Shopping Center, or any future expansion thereof to any tenant whose business creates strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, creates unusual fire, explosive or other hazards or is used, in whole or in part, as or for warehousing, the dumping or disposing of garbage or refuse, catering halls, theatres, movie theatres, off-track betting parlors, bars, night clubs, discotheques, bowling alleys, so-called "head shops", car washes, auto body shops, unsupervised amusement arcades or game rooms, amusement centers, billiard parlors, funeral parlors, automobile (used or new) dealerships, skating rinks, health spas, or massage parlors. Kmart shall not permit Building C, as depicted on Exhibit C, to be used or occupied as a full service restaurant containing a bar.

(c) Neither Toys nor Kmart shall lease, rent or permit any other premises in the Shopping Center to be used or occupied as an adult book store or a store selling or exhibiting pornographic materials. As used herein, "an adult book store or store selling or exhibiting pornographic materials" shall include, without limitation, a store displaying for sale or exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational (collectively "Sex Magazines"), or a store offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated "X" by the Motion Picture Rating Association, or any successor thereto ("X-Rated Videos"). Notwithstanding the foregoing, the following shall be permitted in the Shopping Center, (i) the sale of such adult magazines as may be carried by a convenience, drug, record or full-line book store (provided same do not exceed 10% of its stock and are contained in paper sleeves), and (ii) a full line video store with no more than 10% of its stock consisting of X-Rated Videos (provided such X-Rated videos are kept behind the counter and not on display).

Section 3.04. Subject to existing leases, Kmart shall not operate or lease or permit to be leased or operated any other adjacent property owned by it, for the principal use or purposes of the sale of (i) toys, juvenile furniture, wheel goods, family and adult games, electronic games, computers, or other items as are customarily carried by a modern toy store or (ii) infants, juvenile and children's clothing, shoes, accessories, furnishings or apparel. For purposes hereof, the incidental sale (as measured by the size of sales area or sales volume) of such items in connection with the overall business of another operator or tenant shall not be deemed a violation thereof. This Section shall not apply to: (a) the operation of a general merchandise department store by Kmart or a

wholly owned subsidiary of Kmart on the Kmart Parcel, or (b) the incidental sale of such items in an area not greater than 2,500 square feet in the aggregate.

Section 3.05. Toys and Kmart agree that the plans and specifications of each sign to be erected on their respective parcels shall be approved by Kmart and Toys prior to their installation. Such approval not to be unreasonably withheld or delayed. "Signs" is defined to include but not be limited to, projecting store signs and (painted) wall signs. Kmart and Toys shall have the right to request that the City of Racine permit the construction of a pylon sign on their respective Parcels. Kmart has approved the plans and specifications of the Toys pylon sign as set forth on Exhibit F. If the City of Racine permits the erection of only one (1) pylon sign and store identification signs thereon for the Shopping Center, then: (a) Kmart shall construct the sign, (b) Toys shall be permitted to place its identification sign in the second position immediately below Kmart, (c) Toys shall pay a share of the cost of construction of the pylon sign (excluding store identification signs) equal to Toys share of the area of the sign, and (d) Toys shall pay a share of the cost of the maintenance and operation expenses of the pylon sign equal to Toys share of the area of the sign. The location of the sign shall be as designated on the Site Plan.

Section 3.06. Prior to the termination date of this Agreement, and except as permitted in Section 5.01(a), none of the Buildings constructed in the Shopping Center shall be razed or removed from their respective Building Areas, as shown on the Site Plan except as may be necessary prior to rebuilding following destruction or damage or condemnation and except in contemplation of rebuilding such building subject to the provisions of the Agreement. In the event of such rebuilding, following destruction, damage, condemnation, or razing in contemplation of rebuilding, any such new building constructed by any party hereto or repair or reconstruction of an existing building, shall be of the same height and substantially the same specifications as the previous building or the partially destroyed building (as applicable) and shall be constructed within the "Project Envelope Lines" shown on the Site Plan.

ARTICLE IV. CONSTRUCTION

Section 4.01. It is the present intention of Toys and Kmart that pursuant to the terms of a certain Development Agreement between Toys and Kmart, that the parties hereto be responsible for construction of the Common Areas in their respective parcels.

Section 4.02. Standards of Construction. Any construction (which word, as used in this Article, includes, without limitation, initial construction and, except where otherwise specified, alterations, restoration, repair, rebuilding, modernization, expansion, demolition, razing and new construction) which shall or may be performed by the Parties, shall be subject to and in accordance with the following requirements and standards:

(a) All initial improvements constructed on the Toys Parcel shall be completed in accordance with the exterior plans and specifications thereof approved by Kmart.

(b) Upon commencement of any construction in the Shopping Center, each Party shall diligently prosecute said construction to completion in accordance with the terms of this Agreement;

(c) All construction shall be performed in a good and workmanlike manner using first-class materials and in accordance with all applicable laws, ordinances, rules and regulations and the exteriors of all Buildings shall be in general architectural harmony with the exteriors of the other Buildings in the Shopping Center;

(d) Each Party shall perform its construction so as not to:

(i) cause any unreasonable increase in the cost of construction of the other,

(ii) unreasonably interfere with the construction of the other and/or any other construction being performed on the Shopping Center or any part thereof, and

(iii) unreasonably impair the use, occupancy or enjoyment of the Shopping Center or any part thereof by any occupant or tenant.

(e) Each Party shall use its best efforts to cause its architects, contractors and subcontractors to cooperate and coordinate its construction with the architects, contractors and subcontractors of the other to the extent reasonably practicable to achieve the objectives set forth in the preceding Section 4.02(c);

(f) In the event any Party's building or buildings shall be under construction and shall not have been substantially completed, and at such time other buildings in the Shopping Center shall have opened for business (to the extent that the remaining construction work to be performed could reasonably be deemed to constitute a hazardous condition for the use of the Common Area or other buildings, or detract from the attractiveness, which would otherwise exist, of the improvements on the Shopping Center or in the event that any Party's later alteration, restoration, repair, rebuilding or modernization or new construction could reasonably be deemed to constitute such a hazardous condition or to detract from the attractiveness of the Buildings in the Shopping Center, as the case may be, which shall have opened for business, such Party will, as promptly as reasonably possible, erect an adequate and attractive appearing construction barricade, or other protective device, at or substantially near (but not more than 5 feet from) the building line (and around any work area, construction shack area or storage).

ARTICLE V. CASUALTY AND EMINENT DOMAIN

Section 5.01. (a) If any of the buildings located on the Toys' Parcel or the Kmart Parcel are damaged or destroyed by fire or any other cause, the owner of any such building or buildings shall promptly cause the repair, restoration, or rebuilding of the building so damaged or destroyed, (or if the owner of such building does not so restore, then the owner of such portion of the

Shopping Center shall cause the razing of any damaged buildings, the filling of any excavations, paving for temporary parking use, and the performance of any other work necessary to put such portion of the Shopping Center in a clean, sightly, and safe condition for use for parking purposes). If any such damage or destruction occurs during the period from October 1 to December 31 of any year, no repairs, restoration or rebuilding shall commence during said period which would interfere with the continued operation of the Store until the conclusion of said period, during which time the damaged or destroyed portion of the building will be boarded up in a clean and sightly condition and in such fashion as to make the balance of the Shopping Center safe for pedestrian and vehicular ingress and egress. If any such building, or the land underlying same, is to be leased to a third party, the owner of such building and/or the lease underlying same shall remain responsible for such restoration or razing if not performed by the tenant, notwithstanding the terms of any such lease."

(b) In the event any Common Area improvements of the Shopping Center are damaged or destroyed, the owner of the parcel to which such damage has occurred shall promptly cause the repair, restoration or rebuilding of the improvements so damaged or destroyed so that the restored portions of the Common Areas shall comply with the applicable requirements of this Agreement.

Section 5.02. In order to assure performance of their respective obligations under Section 5.01 of this Agreement, it is agreed that the owners of the respective parcels in the Shopping Center shall cause to be carried fire and extended coverage insurance on all buildings on their respective parcels in an amount not less than ninety (90%) of the reconstruction cost of such improvements, exclusive of footings and foundations, except if the owner of said parcel, or party responsible for such restoration cost, has a net worth in excess of \$50,000,000, computed in accordance with generally accepted accounting principles, said risk may be self-insured. Said insurance may be carried under a "blanket" policy or policies covering other properties of the party and its subsidiaries, controlling or affiliated corporations; or partly under such plan of self-insurance and partly under such "blanket" policies; and if the owner or other party responsible for such restoration cost has a net worth in excess of \$50,000,000, computed in accordance with generally accepted accounting principles, its policy may contain a deductible provision of up to \$250,000. Each owner shall, upon written request from the other Party, furnish to the Party making such request certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section or evidence of self-insurance capacity as hereinabove provided, as the case may be. The annual report of the parties hereto shall be sufficient evidence of their respective net worth.

Section 5.03 In the event the whole or any part of the Shopping Center shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the land and improvements so taken shall belong to the owner of the property so taken or to its tenants, as their interest may appear, and no other owner of land in the Shopping Center shall claim any portion of such award by virtue of any interest created by this Agreement provided, however, any such other owner may file a collateral claim with the condemning authority over and above the value of the land being so taken to the extent of any damage suffered by such owner resulting from the severance of the area so

taken. In the event of a partial taking, the owner of the portion of the Shopping Center so condemned shall restore the remaining portion of the Shopping Center owned by such owner as nearly as possible to the condition existing just prior to such condemnation, without contribution from the owner of the area not so taken and any condemnation accrual necessary therefore shall be held in trust and applied for such purpose provided, however, if any mortgagee of any property in the Shopping Center makes the requirement pursuant to a provision in a mortgage or other security instrument that the portion of the award representing compensation for property actually taken, as distinguished from compensation for severance damage to property not taken, be paid to the mortgagee, then the party required to make such payment to such mortgagee shall not be obligated to apply such portion of the award to restoration except to the extent necessary to clear and pave for parking and restore Common Area facilities.

ARTICLES VI. REMEDIES

Section 6.01. (a) If either Party to this Agreement shall default in the performance by such Party, then the other Party shall, in addition to all other remedies it may have at law or in equity, after thirty (30) days prior written notice (except in the event of an emergency), have the right to perform such obligation on behalf of such defaulting Party and be reimbursed by such defaulting Party for the cost thereof, together with interest thereon at the rate of two (2%) percent in excess of the prime or base lending rate charged by Citibank, N.A. for commercial loans to its most preferred commercial customers, plus reasonable collection fees. Any such claim for reimbursement, together with interest as aforesaid, shall be secured by a lien therefor and shall attach to the portion of the Shopping Center, and improvements thereon, owned by the defaulting Party effective upon recording of a notice thereof in the Office of the Recorder of Deeds for Racine County, Wisconsin. Such lien shall be subordinate to any first mortgage or deed of trust now or hereafter affecting any portion of the Shopping Center and/or improvements thereon and to any purchaser who has purchased any portion of the Shopping Center and leased it back to the preceding owner or its subsidiary on a net lease basis with the tenant assuming all obligations thereunder in what is commonly referred to as a "sale leaseback" transaction; and any purchase at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any such first mortgage or deed of trust shall take title free and clear of any such then existing lien but otherwise subject to the provisions of this Agreement.

(b) In the event of a breach, or attempted or threatened breach, of any obligation of this Agreement, the other owners of portions of the Shopping Center shall be entitled forthwith to obtain injunction relief; and/or relief by all other available legal and equitable remedies from the consequences of such breach. All costs and expenses of any such proceeding shall be assessed against the land, and improvements thereon, or the interests therein, until paid in the manner provided in Section 6.01(a).

(c) No delay or omission of any party in the exercise of any right accruing upon any default of any other party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach

of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement and at law or in equity.

(d) It is expressly agreed that no breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement; but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement. No breach of the provisions of this Agreement shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value covering any part of the Shopping Center, and any improvements thereon. The provisions of this Agreement shall be binding upon and effective against any owner of the Shopping Center, or any portion thereof, whose title is acquired by foreclosure or trustee's sale or any grantee by deed in lieu of foreclosure or trustee's sale.

(e) In the event any Party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such Party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, adverse weather conditions preventing the performance of work as certified to by an architect, war, or other reason beyond such Party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of funds or financial inability to perform shall not be deemed to be a cause beyond the control of such Party.

ARTICLE VII. TERM

Section 7.01. The term of this Agreement shall be for ninety-nine (99) years commencing on the date this Agreement is executed by the parties hereto, except the ingress and egress and utility easements or other easements granted herein, which shall survive the termination of this Agreement and continue in perpetuity.

ARTICLE VIII. EFFECT ON OTHER INSTRUMENTS

Section 8.01. Kmart shall, within thirty (30) days of the date hereof, obtain, in recordable form, an agreement from every present mortgagee, trustee under any deed of trust or other party with an interest in the Shopping Center setting forth that the rights of such mortgagee, trustee or other party are subordinate and subject to this Agreement. Any mortgage or deed of trust or other instrument which shall be executed after the date hereof affecting any portion of the Shopping Center shall at all times be subject and subordinate to the terms of this Agreement, unless otherwise provided herein and the parties shall upon request of the other party hereto obtain a written confirmation of such subordination, in recordable form, from any such mortgagee, trustee or other party obtaining an interest in any portion of the Shopping Center; and any party

foreclosing any mortgage or deed of trust affecting any portion of the Shopping Center or acquiring title thereto by deed in lieu of foreclosure or trustee's sale shall acquire title to such premises subject to all of the terms of this Agreement. In any event, the parties hereto shall, at all times, comply with the terms and conditions of every mortgage, deed of trust or other agreement affecting its Parcel whether superior or subordinate to this Agreement, and in the event either party has any notice that it is in default of any such mortgage, deed of trust or other document, such party shall immediately notify, in writing, the other party hereto that it has received such a notice.

Section 8.02. Each and every agreement, covenant, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by either party to this Agreement is made by such party not only personally for the benefit of the other party hereto but also as owner of a portion of the Shopping Center and shall constitute equitable servitude on the portion of the Shopping Center owned by such party appurtenant to and for the benefit of any part of the Shopping Center. Any transferee of any part of the Shopping Center shall automatically be deemed, by acceptance of the title to any portion of the Shopping Center, to have assumed all obligations of this Agreement relating thereto and to have agreed with the then owner or owners of all other portions of the Shopping Center to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement. If any transferor shall expressly condition the transfer of its interest in such portion of the Shopping Center on the assumption by its transferee of the obligations imposed on such transferor, such transferor shall upon the completion of such transfer be relieved of all further liability under this Agreement except such liability as may have arisen during its period of ownership of the portion of the Shopping Center so conveyed and which remains unsatisfied.

Section 8.03. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns and that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

ARTICLE IX. NOTICES

Section 9.01. Any notice, report or demand required, permitted or desired to be given under this agreement ("Notice"), shall be in writing and shall be deemed to have been sufficiently given or served for all purposes on the date of delivery (or refusal) by registered or certified mail, return receipt requested, or by nationally recognized overnight delivery service, to the respective parties and their mortgagees of which the party giving notice has actual knowledge, addressed as follows, or to such other addresses as the parties may from time to time designate by notice:

If to Kmart: KMART DEVELOPMENT
 KMART CORPORATION
 3100 West Big Beaver Road

Troy, Michigan 48084
Attn: Michael E. Dowdle, Esq.

with a copy to:

Erik J. Stone, Esq.
Dickinson, Wright, Moon,
Van Dusen & Freeman
525 N. Woodward Ave.
Bloomfield Hills, MI 48304

If to Toys:

TOYS "R" US, INC.
461 From Road
Paramus, New Jersey 07652
Attention: Sr. Vice President - Real Estate

with a copy to:

Vice President - Real Estate Counsel

ARTICLE X. MISCELLANEOUS

Section 10.01. Each party, without cost or expense to the other party, shall promptly comply or cause compliance with all laws, ordinances, rules and regulations of any governmental authority having jurisdiction which may at any time be applicable to buildings and improvements contained within the Building Area on its parcel; provided, however, that each party shall have the right to contest, by appropriate legal or administrative proceedings diligently conducted in good faith, the validity of application of any such law, ordinance, rule or regulation and may delay compliance until a final decision has been rendered in such proceedings and appeal is no longer possible, unless such delay would render the Shopping Center, or any portion thereof, liable to forfeiture, involuntary sale or loss, or result in involuntary closing of any business conducted thereon, or subject the other party to civil or criminal liability in which case the affected party shall immediately take such steps as may be necessary to prevent any of the foregoing, including posting bonds or security or complying with such law, ordinance, rule or regulation. If compliance with any such law, ordinance, rule or regulation would prevent the party to whose parcel such law applies from performing any of its obligations under this Agreement, and such party does not contest the applicability or validity of such law, ordinance, rule or regulation, the other party may contest same at such party's expense in accordance with the procedures and subject to the limitations hereinabove set forth, and during the pendency of such contest, the party whose parcel is affected shall delay compliance in accordance with the provisions contained hereinabove. Each non-contesting party shall cooperate to the fullest extent necessary with any contesting party in any proceeding undertaken pursuant to this provision, including execution of necessary documents or consents to such contest, provided all costs and expenses incurred with respect to such cooperation shall be paid by the contesting party and provided, further, that a party or its parcel shall not thereby incur any civil or criminal liability.

Section 10.02.(a) If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative, or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or

circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

(c) The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(d) Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

(e) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(f) Any party may, at any time and from time to time, in connection with the sale or transfer of its parcel, or in connection with the financing or refinancing of said parcel by bona fide mortgage, deed of trust or sale-leaseback made in good faith and for value, deliver a written notice to the other party requesting such party to execute a certificate certifying that the party making such request is not in default in the performance of its obligations under this Agreement, or, if in default, describing therein the nature and amount of any default. A party shall execute and return such certificate within thirty (30) days following its receipt therefor. Failure by a party to so execute and return such certificate within the specified period shall be deemed an admission on such party's part that the party requesting the certificate is current and not in default in the performance of such party's obligations under this Agreement. The parties acknowledge that such certificate may be relied upon by transferees, mortgagees, deed of trust beneficiaries and leaseback-lessors.

(g) Nothing contained in this Agreement shall be deemed to impose, either explicitly, implicitly or constructively upon any party an obligation to remain open and operating for any period or in accordance with any operating schedules.

(h) Each and all of the covenants of Kmart and Toys contained in this Agreement which meet the criteria as covenants running with the land in the state in which the Shopping Center is located, shall run with the land and are intended to and bind each and every person having any fee, leasehold or other interest in any part of the Kmart or Toys, Parcel, as the case may be, at any time and from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

KMART:

KMART CORPORATION, a Michigan corporation

By: M. L. Skiles
M. L. Skiles, Vice President

TOYS:

TOYS "R" US, INC., a Delaware corporation

By: Michael Paul Miller
Sr. Vice President - Real Estate

THIS AGREEMENT PREPARED BY
AND WHEN RECORDED RETURNED TO:

Sean D. Major, Esq.
Dickinson, Wright, Moon,
Van Dusen & Freeman
175 North Franklin Street
Chicago, Illinois 60606-1826

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS.

On this the 27 day of June, 1991, before me, the undersigned notary, personally appeared M.L. Skiles, who acknowledged himself to be a Vice President of Kmart Corporation, a Michigan corporation, and that he, as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Janine K. Schumacher
Notary Public
My commission expires: 9-30-92

JANINE K. SCHUMACHER
Notary Public, Oakland County, Mich.
My Commission Expires September 30, 1992

-17-A

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

KMART:

KMART CORPORATION, a Michigan corporation

By:

M. L. Skiles, Vice President

TOYS:

TOYS "R" US, INC., a Delaware corporation

By:

Michael Paul Miller
Sr. Vice President - Real Estate

THIS AGREEMENT PREPARED BY
AND WHEN RECORDED RETURNED TO:

M. Skiles 6/25/91

Sean D. Major, Esq.
Dickinson, Wright, Moon,
Van Dusen & Freeman
175 North Franklin Street
Chicago, Illinois 60606-1826

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS.

On this the _____ day of _____, 1991, before me, the undersigned notary, personally appeared M.L. Skiles, who acknowledged himself to be a Vice President of Kmart Corporation, a Michigan corporation, and that he, as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My commission expires:

-17-B

VOL. 2078 PAGE 806

STATE OF New Jersey
COUNTY OF Bergen) ss.

On this the 25th day of June, 1991, before me, the undersigned notary, personally appeared Michael Paul Miller, who acknowledged himself to be a Vice President of Toys "R" Us, Inc., a Delaware corporation, and that he, as such Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Christine Hagemann
Notary Public
My commission expires:

CHRISTINE HAGEMANN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 8, 1994

C:\WP51\11335\1394TOYS.REA

EXHIBIT A
Legal Descriptions of
the Kmart Parcel

Parcel 1:

That part of the West 1/2 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, including part of Certified Survey Map No. 1169 and part of Certified Survey Map No. 1276, bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located N 89° 08' 05" W 326.13 feet from a brass-capped iron monument marking the center of said Section 24; run thence S 0° 08' 19" E 733.22 feet to an iron pipe; thence S 89° 51' 41" W 200.00 feet to an iron pipe; thence S 0° 08' 19" E 400.00 feet; thence S 89° 51' 41" W 652.51 feet to an iron rod marking the southeast corner of Certified Survey Map No. 1395; thence N 0° 08' 19" W, along the easterly boundary of said C.S.M. No. 1395, 323.00 feet to an iron rod; thence S 89° 51' 41" W, along the northerly boundary of said C.S.M. No. 1395, 640.00 feet to an iron rod on the easterly line of S.T.H. "31"; thence N 11° 49' 57" E, along the easterly line of said highway, 260.89 feet to an iron pipe; thence N 12° 21' 20" E, along the easterly line of said highway, 70.57 feet to an iron pipe; thence continue along the easterly line of said highway 280.15 feet along the arc of a curve concave easterly whose radius is 16310.22 feet and whose chord bears N 14° 23' 41" E 280.15 feet to an iron pipe marking the southwesterly corner of Certified Survey Map No. 1276; thence N 84° 51' 00" E, along the southerly boundary of said C.S.M. No. 1276, 195.00 feet to an iron pipe; thence N 69° 29' 00" E, along the southerly boundary of said C.S.M. No. 1276, 222.08 feet to an iron pipe; thence N 18° 07' 00" E, along the easterly boundary of said C.S.M. No. 1276, 12.42 feet; thence S 88° 27' 33" W 3.75 feet; thence 74.61 feet along the arc of a curve concave northeasterly whose radius is 47.50 feet and whose chord bears N 46° 32' 27" W 67.18 feet to the north line of said C.S.M. No. 1276, which is also the south line of Certified Survey Map No. 1169; thence N 1° 32' 27" W 230.00 feet to the north line of said C.S.M. No. 1169, which is also the south line of 21st Street; thence N 88° 27' 33" E, along the south line of 21st Street, 452.31 feet to an iron pipe; thence continue along the south line of 21st Street 566.49 feet along the arc of a curve concave southerly whose radius is 1333.69 feet and whose chord bears S 79° 22' 21" E 562.24 feet to an iron pipe; thence S 0° 08' 19" E 73.45 feet to the point of beginning.

Parcel 2:

Lot 1, Certified Survey Map No. 1395, recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 20, 1989 in Volume 4 of Certified Survey Maps on pages 351-352 as Document No. 1276690, located in the North 1/2 of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

Tax Parcel No. 23876-17 and 23876-40.

EXHIBIT 2078 PAGE 808

Excepting therefrom:

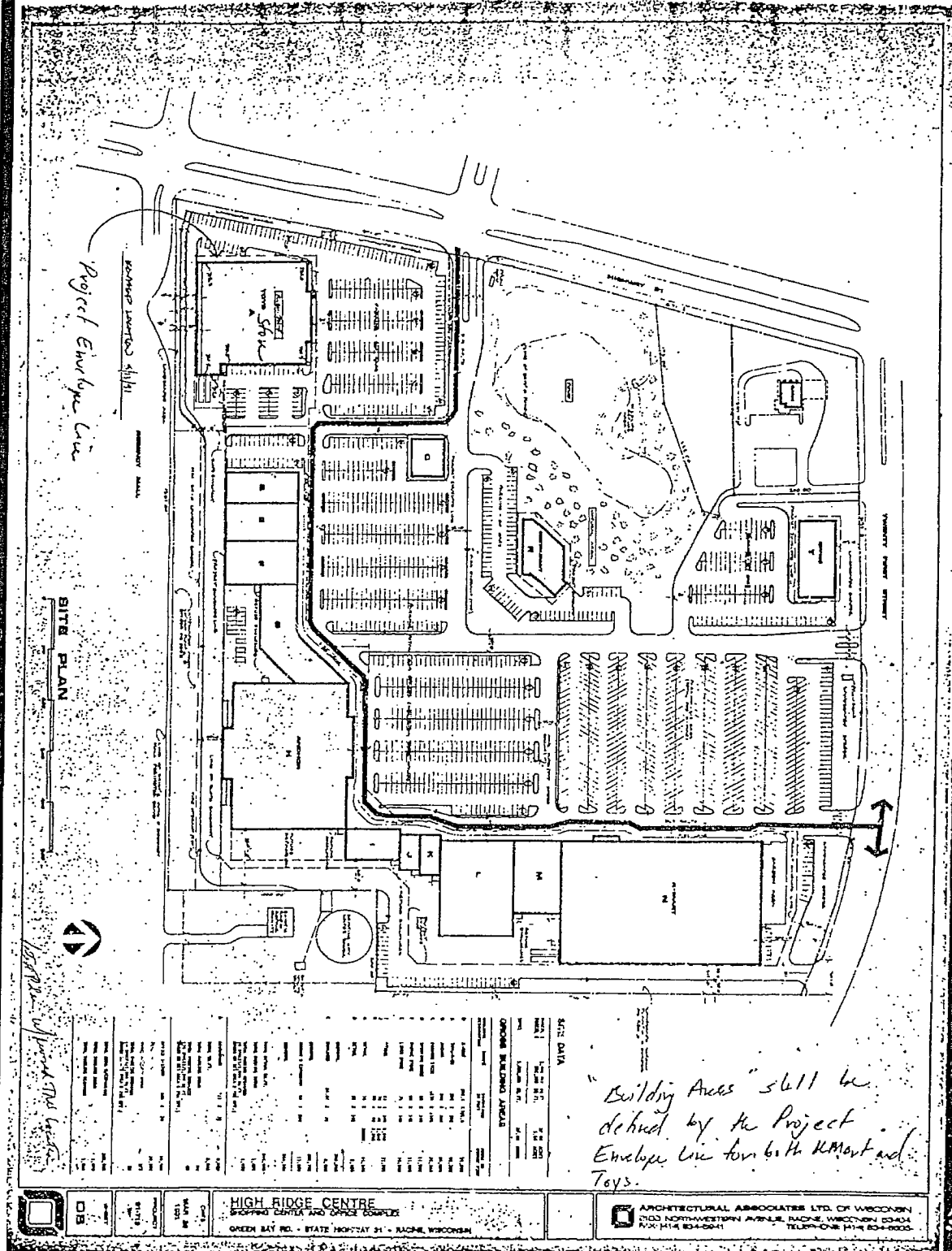
Parcel No. 1, Certified Survey Map No. 1528, recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 2, 1991, in Volume 4, of Certified Survey Maps on page 699-700, as Document No. 1343824, being a redivision of a portion of Lot 1 of Certified Survey Map No. 1395, in the Northwest 1/4 of the Southwest 1/4 of Section 24 and unplatted lands located in the Northwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin.

EXHIBIT B

Legal Description of the Toys Parcel

Parcel No. 1, Certified Survey Map No. 1528, recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 2, 1991, in Volume 4, of Certified Survey Maps on page 699-700, as Document No. 1343824, being a redivision of a portion of Lot 1 of Certified Survey Map No. 1395, in the Northwest 1/4 of the Southwest 1/4 of Section 24 and unplatted lands located in the Northwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin.

23876-042



"Building Areas" shall be defined by the Project Envelope Line from 6th Street and Toys.

EXHIBIT D

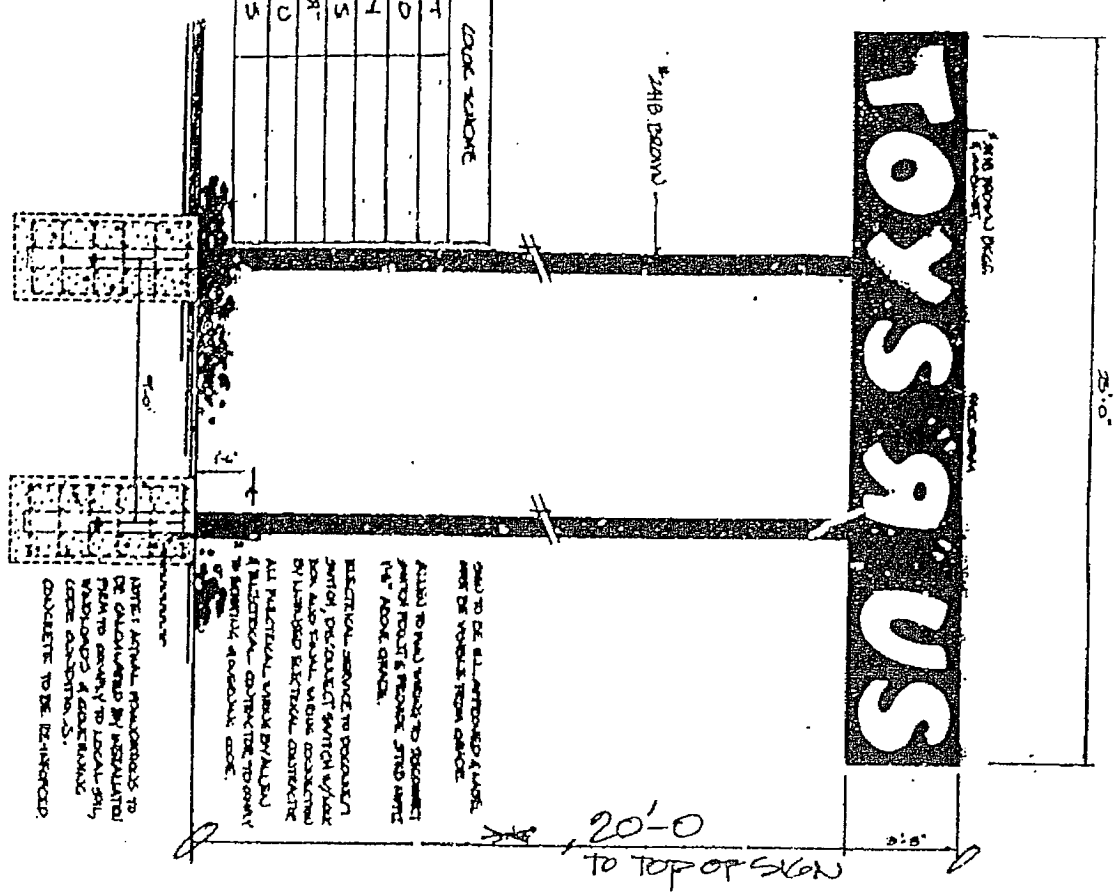
Lighting Specifications

The Lighting Specifications for the Shopping Center are set forth on Architectural Associates, Project No. 91-715C, drawings, dated June 7, 1991, referenced as SE-1 and SE-2, and as set forth in WBDC Group, Project No. 16191, Project Manual dated June 4, 1991.

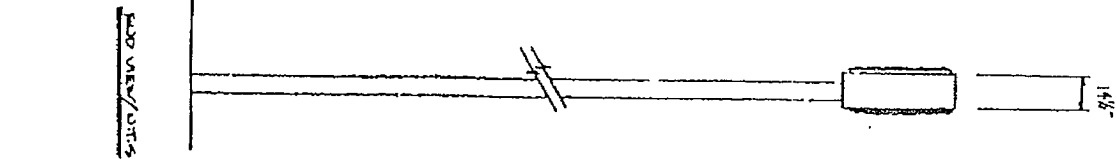
EXHIBIT F

TOYS R US

LOOK NORTH	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

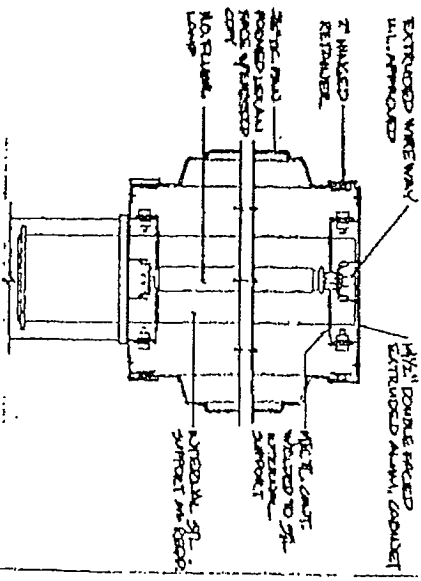


ALL TO BE ELECTRICAL & LIGHTING
AND BE VISIBLE FROM OFFICE
ALL TO BE PAID TO BE CONNECTED
TO THE MAIN ELECTRICAL SYSTEM
1\"/>



SIDE VIEW/SECTION

REQUIREMENTS:
THE P/F SHALL BE SUBJECT TO BE MANUFACTURED FROM
ALUMINUM EXTRUSIONS.
FACES TO BE 3/4\"/>



SECTION DETAIL/ROOF SKIN/JOISTS

PACIFIC, 12/10
T221

Roof: 120 V 3.8 MAX AMP
Light type - FL

DATE: 12/10/10	BY: [Signature]
DATE: 12/10/10	BY: [Signature]
DATE: 12/10/10	BY: [Signature]

FIRST AMENDMENT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT

This First Amendment to Reciprocal Easement and Operation Agreement (the "Amendment") made as of this 22nd day of June, 1992, by and between Kmart Corporation, a Michigan corporation ("Kmart") having a office at 3100 West Big Beaver Road, Troy, Michigan 48084 and Toys "R" Us, Inc., a Delaware corporation ("Toys") having an office at 461 From Road, Paramus, New Jersey 07652.

WITNESSETH:

WHEREAS, Kmart is the owner of certain real estate situated in the City of Racine, County of Racine, State of Wisconsin, more particularly described on Exhibit A attached hereto (the "Kmart Parcel");

WHEREAS, Toys is the owner of certain real estate situated in the City of Racine, County of Racine, State of Wisconsin, more particularly described on Exhibit B attached hereto (the "Toys Parcel");

WHEREAS, Kmart and Toys entered into that certain Reciprocal Easement and Operation Agreement (the "REA"), dated July 2, 1991 and recorded on July 3, 1991, in Volume 278 of the Racine County Register's Office Records, at page 748, as document no. 1343832;

WHEREAS, Toys and Kmart desire to amend the REA as set forth herein;
and

NOW, THEREFORE, in consideration of the covenants and agreements contained hereinbelow, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Kmart and Toys agree as follows:

1. Terms used and not defined herein shall have the meaning set forth in the REA.
2. The REA is hereby amended to substitute the site plan attached hereto as Exhibit C for the site plan attached to the REA as Exhibit C.
3. Section 2.04(a) of the REA is hereby amended by deleting the last sentence thereof and substituting therefor the following:

The parties acknowledge and agree that nothing contained in this Agreement shall be construed so as to prohibit the sale of merchandise from those portions of the Shopping Center designated as the Garden Shop or the Garden Center, as depicted on Exhibit C. In addition, Rogan Shoes shall be permitted to hold one tent sale each year during the month of June for a maximum duration of ten (10) days and for one tent

sale each year during the month of August for a maximum duration of ten (10) days in the area crosshatched in red on the site plan attached hereto as Exhibit "C", such area to be used for the tent sales shall not to exceed forty feet (40') in width by eighty feet (80') in length, provided, that such tent sales do not adversely affect the availability of parking in the Common Area, the movement of pedestrian or vehicular traffic in the Common Area, or the general cleanliness of the Common Area. Any failure to comply with the terms and provisions set forth in the preceding sentence shall be promptly cured upon Kmart's receipt of written notice thereof from Toys (a "Notice"). If Kmart fails to cure such default within twenty-four (24) hours of its receipt of a Notice, Toys shall be permitted to either (i) cure the default, in which event such party shall be promptly reimbursed by Kmart for the costs thereof; or (ii) provide written notice to Kmart directing Kmart to, within twenty-four (24) hours, take all steps necessary to ensure that the activities associated with the current tent sale are terminated and that all improvements associated with the same are removed from the Common Area. If a Notice is given during two tent sales, the right granted herein to maintain and operate such tent sales shall terminate.

4. Except as expressly amended by this Amendment, the REA shall remain in full and force effect and is hereby ratified by the parties.

5. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one in the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart.

6. If any part of this Amendment shall be found to be invalid or unenforceable, the remainder of the Amendment shall be enforceable in accordance with its terms, deleting such unenforceable or invalid provisions.

VOL 2194 PAGE 170

IN WITNESS WHEREOF, Kmart and Toys have executed this First Amendment to Reciprocal Easement and Operation Agreement the day and year first above written.

KMART:

KMART CORPORATION, a Michigan corporation

By: M. L. Skiles
M. L. Skiles, Vice President

TOYS:

TOYS "R" US, Inc., a Delaware Corporation

By: Michael Paul Miller
Michael Paul Miller
Sr. Vice President - Real Estate
M. Keschl 5/26/92

VOL 2194 PAGE 171

STATE OF NEW JERSEY)
)SS.
COUNTY OF BERGEN)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Michael Paul Miller, personally known to me to be a ^{SP}Vice President of Toys "R" Us, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such ^{SP}Vice President, he signed and delivered the said instrument as the ^{SP}Vice President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation or pursuant to the By-laws of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 27th day of May, 1992.

June Angotti
Notary Public,
State of ~~Michigan~~ N.J.
My commission expires:

f:\home\sdm\11335\toys.amd

JUNE ANGOTTI
NOTARY PUBLIC - NEW JERSEY
My Commission Expires Oct. 21, 1992

VOL 2194 PAGE 172

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that M. L. Skiles, personally known to me to be a Vice President of Kmart Corporation, a Michigan corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he signed and delivered the said instrument as the Vice President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation or pursuant to the By-laws of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 25th day of June, 1992.

Janine K. Schumacher
Notary Public,
State of Michigan
My commission expires: 9-30-92

JANINE K. SCHUMACHER
Notary Public, Oakland County, Mich.
My Commission Expires September 30, 1992

VOL **2194** PAGE **173**

DRAFTED BY:
Sean D. Major, Esq.
Dickinson, Wright, Moon,
Van Dusen & Freeman
225 W. Washington St., Ste. 400
Chicago, IL 60606-3418

WHEN RECORDED RETURN TO:
Carole Crosby, Esq.
Jacob & Weingarten, P.C.
2301 W. Big Beaver Rd., Ste. 77
Troy, MI 48084

EXHIBIT A

Parcel 1

That part of the West 1/2 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, including part of Certified Survey Map No. 1169 and part of Certified Survey Map No. 1276, bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located N 89° 08' 05" W 326.13 feet from a brass-capped iron monument marking the center of said Section 24; run thence S 0° 08' 19" E 733.22 feet to an iron pipe; thence S 89° 51' 41" W 200.00 feet to an iron pipe; thence S 0° 08' 19" E 400.00 feet; thence S 89° 51' 41" W 652.51 feet to an iron rod marking the southeast corner of Certified Survey Map No. 1395; thence N 0° 08' 19" W, along the easterly boundary of said C.S.M. No. 1395, 323.00 feet to an iron rod; thence S 89° 51' 41" W, along the northerly boundary of said C.S.M. No. 1395, 640.00 feet to an iron rod on the easterly line of S.T.H. "31"; thence N 11° 49' 57" E, along the easterly line of said highway, 260.89 feet to an iron pipe; thence N 12° 21' 20" E, along the easterly line of said highway, 70.57 feet to an iron pipe; thence continue along the easterly line of said highway 280.15 feet along the arc of a curve concave easterly whose radius is 16310.22 feet and whose chord bears N 14° 23' 41" E 280.15 feet to an iron pipe marking the southwesterly corner of Certified Survey Map No. 1276; thence N 84° 51' 00" E, along the southerly boundary of said C.S.M. No. 1276, 195.00 feet to an iron pipe; thence N 69° 29' 00" E, along the southerly boundary of said C.S.M. No. 1276, 222.08 feet to an iron pipe; thence N 18° 07' 00" E, along the easterly boundary of said C.S.M. No. 1276, 12.42 feet; thence S 88° 27' 33" W 3.75 feet; thence 74.61 feet along the arc of a curve concave northeasterly whose radius is 47.50 feet and whose chord bears N 46° 32' 27" W 67.18 feet to the north line of said C.S.M. No. 1276, which is also the south line of Certified Survey Map No. 1169; thence N 1° 32' 27" W 230.00 feet to the north line of said C.S.M. No. 1169, which is also the south line of 21st Street; thence N 88° 27' 33" E, along the south line of 21st Street, 452.31 feet to an iron pipe; thence continue along the south line of 21st Street 566.49 feet along the arc of a curve concave southerly whose radius is 1333.69 feet and whose chord bears S 79° 22' 21" E 562.24 feet to an iron pipe; thence S 0° 08' 19" E 73.45 feet to the point of beginning.

Parcel 2

Lot 1, Certified Survey Map No. 1395, recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 20, 1989 in Volume 4 of Certified Survey Maps on pages 351-352 as Document No. 1276690, located in the North 1/2 of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

Excepting therefrom the following described property:

Parcel No. 1, Certified Survey Map No. 1528, recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 2, 1991, in Volume 4, of Certified Survey Maps on page 699-700, as Document No. 1343824, being a redivision of a portion of Lot 1 of Certified Survey Map No. 1395, in the Northwest 1/4 of the Southwest 1/4 of Section 24 and unplatted lands located in the Northwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin.

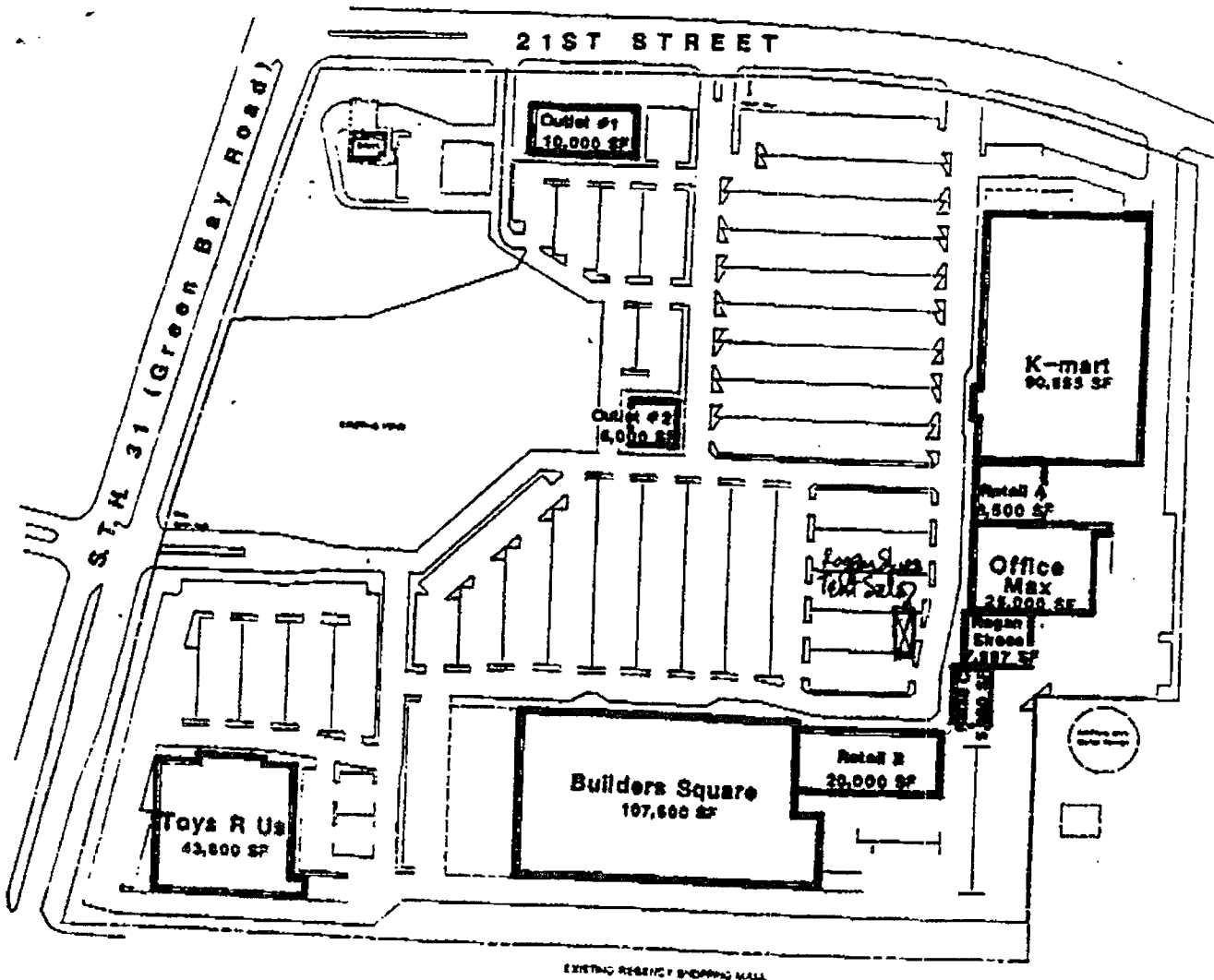
EXHIBIT B

Parcel No. 1, Certified Survey Map No. 1528, recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 2, 1991, in Volume 4, of Certified Survey Maps on page 699-700, as Document No. 1343824, being a redivision of a portion of Lot 1 of Certified Survey Map No. 1395, in the Northwest 1/4 of the Southwest 1/4 of Section 24 and unplatted lands located in the Northwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin.

Tax Parcel No. 23876-17 and 23876-40

VOL 2194 PAGE 175

Sheet 1 of 2



Register's Office
Racine County, Wis. } SS

Received for Record 19th day of October A.D. 1992 at 8:30 o'clock P. M. and recorded in Volume 2194 of Records on page 169-176

Helen M. Schuttler

Register of Deeds

24-

EXHIBIT C
VOL 2194 PAGE 176

SITE DEVELOPMENT DATA:

Building Area

K-mart	90,855 SF
Office Max	28,000 SF
Builders Square	107,800 SF
Toys R Us	43,800 SF
Rogan Shoes	7,887 SF
Retail A	8,500 SF
Retail B	20,000 SF
Retail C	8,100 SF
Subtotal	308,542 SF
Outlet #1	10,000 SF
Outlet #2	5,000 SF
Total Development Spaces Provided	323,542 SF 1780

MAY 92

RACINE, WI
HIGH RIDGE PLAZA



Northwestern Hwy., Suite 100
Farmington Hills, Michigan 48334
Phone: (313) 851-9881 Telefax: (313) 851-8080
NEW CENTER COMPANY INC

DOCUMENT NO.

1355266

I.D.O. NO. 590113-2B

3774 Racine WI

1100-A1-5-91
WEPCO ONLY
INDIVIDUAL & CORPORATE
U.G. EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged,

K-MART CORPORATION, a Michigan Corporation

owner(s) and grantor(s), hereinafter referred to as grantor, do hereby convey and warrant unto

WISCONSIN ELECTRIC POWER COMPANY,

grantee, hereinafter referred to as grantee, the right, permission and authority to construct, install, operate, repair, maintain and replace conduit and cables underground, together with the necessary (manholes,) electric pad-mounted transformer(s), electric pad-mounted switch-fuse unit(s), concrete slab(s), secondary power pedestal(s), riser equipment, terminals, markers and other 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 hereinafter be used upon, across, within and beneath

a strip of land 10 feet in width being a part of the grantor's premises described as Part of Lot 1, of Certified Survey Map No. 1395, recorded in the office of the Register of Deeds for Racine County, Wisconsin, in Volume 4 of Certified Survey Maps, on Pages 351-352, as Document No. 1276690, and being a part of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, City of Racine, Racine County, Wisconsin.

Part of Tax Key Nos. 276-0000-23876-017 & 23876-040.

(If necessary, continue on reverse side.)

The location of the easement area with respect to the grantor's premises is as shown on the attached drawing, marked Exhibit "A" and made a part hereof.

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

The right, permission and authority is also granted said grantee 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 covenants and agrees 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 further covenants and agrees that the elevation of the existing ground surface within the easement area 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.

Register's Office
Racine County, Wis. } SS

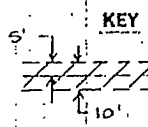
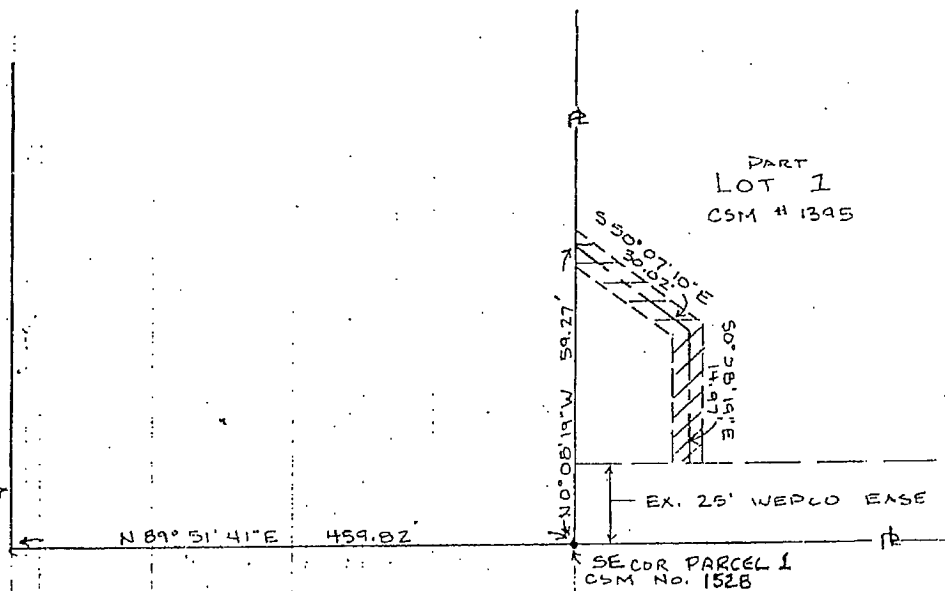
Received for Record 6th day of
December A.D. 1991 at 2:35
Clock P. M. and recorded in Volume 2004
on page 789-791

John M. Schuttner
Register of Deeds

Return to: Director of Real Estate
Wisconsin Electric Power Company
231 West Michigan Street
P. O. Box 2046
Milwaukee, WI 53201

VOL 2102 PAGE 789

E. LINE S.T.H. "31"



KEY

UG EASEMENT

PART
LOT 1
CSM # 1345

SECDR PARCEL 1
CSM No. 1528

EXHIBIT "A"

2102 PAGE 790

REVISIONS	WISCONSIN ELECTRIC POWER COMPANY	DRAWN BY ECB
10-11-91		CHECKED BY
	PART OF THE SW 1/4 OF SECTION 24-3-22 IN THE CITY OF RACINE, RACINE CO., WI.	APPROVED BY
		SCALE: NONE
		DATE 10-7-91
		ID# 590113-213

IN WITNESS WHEREOF, the said K-MART CORPORATION has caused these presents to be executed by its
Sr. Vice President and attested to by its Assistant Secretary, and its corporate seal to be
hereunto affixed this 31st day of October, 1991.

In Presence Of:

Sandra D. Smith

K-MART CORPORATION

By M.L. Skiles
M.L. Skiles, Sr. Vice President

ATTEST:

Sandra D. Smith

By Daniel H. Burdick II
Daniel H. Burdick, II, Assistant Secretary

STATE OF Michigan)
: SS
Oakland COUNTY)

Personally came before me this 31st day of October, 1991, M.L. Skiles
Sr. Vice President, and Daniel H. Burdick, II, Assistant Secretary, of the above
named corporation, **K-MART CORPORATION**, a Michigan corporation, known to me to be such Sr. Vice
President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing
Instrument as such officers, as the deed of said corporation, by its authority.

CAROL L. FLETCHER
Notary Public, Oak/2nd County, Mich.
My Commission Expires August 1, 1994

Carol L. Fletcher
Carol L. Fletcher
Notary Public, Oakland Co., MI
My commission expires August 1, 1994

APPROVED:

Initials	Date
<u>Red</u>	<u>10/17/91</u>

VCL 2102 PAGE 791

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

Document Number

ASSIGNMENT
OF EASEMENT RIGHTS

KNOW ALL PERSONS BY THESE PRESENTS that **WISCONSIN ELECTRIC POWER COMPANY**, doing business as **We Energies**, a Wisconsin corporation hereinafter referred to as Assignor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign unto **WISCONSIN BELL INC. d/b/a AT&T WISCONSIN**, a Wisconsin corporation, hereinafter referred to as Assignee, assign joint interests in Assignor's certain easement granted to the Assignor to enable Assignee to place underground communication cables and appurtenant facilities in the designated easement based upon permission granted by **K-MART CORPORATION**. It is expressly understood and agreed that all easement rights as set forth in the below mentioned document shall remain in full force and effect and that the Assignor's rights thereunder shall be paramount to any assigned to **WISCONSIN BELL INC. d/b/a AT&T WISCONSIN**, a Wisconsin corporation. This assignment grants the Assignee joint possession of those rights as set forth in that part of the easement area as described below and granted by **K-MART CORPORATION**, to **WISCONSIN ELECTRIC POWER COMPANY**, recorded in the Office of the Register of Deeds in and for Racine County, on the 6th day of November, 1991, in Volume 2102 of Records on Pages 789-791, inclusive, as **Document No. 1355266**;

A strip of land 10 feet in width being a part of the grantor's premises described as Part of Lot 1 of Certified Survey Map No. 1395; recorded in the office of the Register of Deeds for Racine County, Wisconsin, in Volume 4 of Certified Survey Maps, on Pages 351-352, as Document No. 1276690; and being a part of the Southwest ¼ of Section 24, Township 3 North, Range 22 East, City of Racine, Racine County, Wisconsin.

This assignment of easement rights is granted subject to the following conditions:

1. Assignor makes no guarantee that the rights being assigned hereunder are suitable for the purposes of Assignee.
2. Assignee shall protect, indemnify, save and hold harmless the Assignor and its affiliated corporations and their directors, officers, agents and employees from any and all claims, demands, actions, and all liability, costs, and expenses (including attorney's fees) in connection therewith, which may be made or brought against or incurred by the Assignor and its affiliated corporations or their directors, officers, agents or employees as a result of the actions of Assignee, or its agents and/or subcontractors of their employees while on the property included under the assignment herein given.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns.

IN WITNESS WHEREOF, said **WISCONSIN ELECTRIC POWER COMPANY** has caused these presents to be executed on its behalf by its duly authorized officers and its corporate seal hereunto affixed this 14th day of July, 2014. IN WITNESS WHEREOF, said **WISCONSIN BELL, INC., d/b/a AT&T WISCONSIN**, a Wisconsin Corporation has caused these presents to be executed on its behalf by its duly authorized officers and its corporate seal hereunto affixed this 24th day of July, 2014.

WISCONSIN ELECTRIC POWER COMPANY

By James T. Raabe
James T. Raabe, Manager of Property Management

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 2

RETURN TO:
Wisconsin Electric Power Company
Attn: Esther Casey - Room A252
333 W. Everett Street
Milwaukee, WI 53203

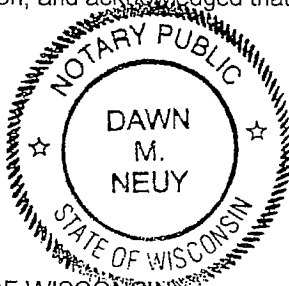
276000023876017
(Parcel Identification Number)

WISCONSIN BELL, INC., d/b/a AT&T WISCONSIN,
a Wisconsin Corporation

Signature Matthew D Grimm
Print Matthew D Grimm
Title Row Manager

STATE OF WISCONSIN)
: SS
MILWAUKEE COUNTY)

Personally came before me this 14th day of July, 2014, James T. Raabe, Manager of Property Management, of the above-named corporation, **WISCONSIN ELECTRIC POWER COMPANY**, known to me to be the persons who executed the foregoing instrument and to me known to be such Manager of Property Management of said corporation, and acknowledged that he executed the foregoing instrument as the deed of said corporation, by its authority.



Dawn M. Neuy
Dawn M. Neuy
Notary Public State of Wisconsin
My commission expires June 15, 2018

STATE OF WISCONSIN)
: SS
WAUKESHA COUNTY)

Personally came before me this 24th day of July, 2014, (name/title) Matthew D Grimm, Row Manager of the above-named corporation, **WISCONSIN BELL, INC., d/b/a AT&T WISCONSIN, a Wisconsin Corporation**, known to me to be the persons who executed the foregoing instrument and to me known to be such (title) Row Manager of said corporation, and acknowledged that he executed the foregoing instrument as the deed of said corporation, by its authority.

Nancy H. Betens
Signature
Nancy H. Betens
Printed Name

Notary Public State of Wisconsin
My commission expires 8-13-17

DOCUMENT NO.
1366811

I.D.O. NO. 718051-2A

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged,
K-MART CORPORATION, a Michigan corporation

owner(s) and grantor(s), hereinafter referred to as grantor, do hereby convey and warrant unto

WISCONSIN ELECTRIC POWER COMPANY,

grantee, hereinafter referred to as grantee, the right, permission and authority to construct, install, operate, repair, maintain and replace conduit and cables underground, together with the necessary (manholes,) electric pad-mounted transformer(s), electric pad-mounted switch-fuse unit(s), concrete slab(s), secondary power pedestal(s), riser equipment, terminals, markers and other 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 hereinafter be used upon, across, within and beneath

a strip of land 12 feet in width being a part of the grantor's premises in the Northwest 1/4 and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, City of Racine, Racine County, Wisconsin; said premises being more particularly described in that certain Special Warranty Deed recorded in the office of the Register of Deeds for Racine County, in Volume 2078 of Records, on Pages 763-765, as Document No. 1343823. *Pt Tax Key No. 276-0000-23876-040 017*

(If necessary, continue on reverse side.)

The location of the easement area with respect to the grantor's premises is as shown on the attached drawing, marked Exhibit 'A' and made a part hereof.

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

The right, permission and authority is also granted said grantee 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 covenants and agrees 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 further covenants and agrees that the elevation of the existing ground surface within the easement area 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.

1100-A1-5-91
INDIVIDUAL & CORPORATE
U.G. EASEMENT
REGISTER'S OFFICE
RACINE COUNTY, WI
RECORDED

'92 MAR -4 AIO:45

VOL 2129 PAGE 766-768

Alan M. Schaefer REGISTER
OF DEEDS

Return to: Director of Real Estate
Wisconsin Electric Power Company
231 West Michigan Street
P. O. Box 2046
Milwaukee, WI 53201

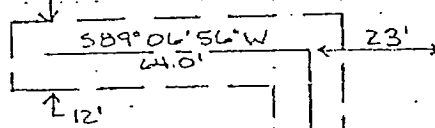
14

2606
03
4

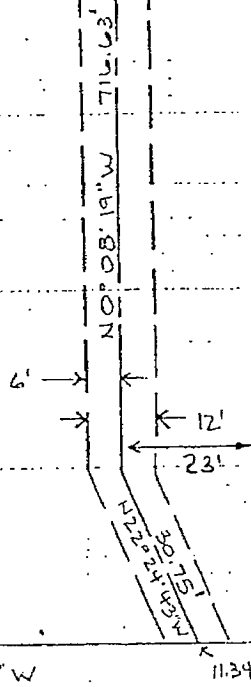
1400
1

VOL 2129 PAGE 766

21 ST STREET



NB 9° 08' 05\"/>



P/L
S. 0° 08' 19\"/>

P/L
SB 9° 51' 41\"/>

KEY

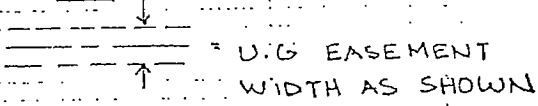


EXHIBIT "A"
NOT TO SCALE

100-718051-2A

REVISIONS

KMART

PART OF THE NW 1/4 & SW 1/4 OF
SEC. 24-3-22 IN CITY OF RACINE, RACINE
COUNTY, WISCONSIN

DRAWN BY SCB

DATE 1-28-92

IN WITNESS WHEREOF, the said K-MART CORPORATION has caused these presents to be executed by its SR. VICE President and attested to by its ASSISTANT SECRETARY, and its corporate seal to be hereunto affixed this 11th day of February, 1992.

In Presence Of:

James A. Barkhouse

Christine M. Hirsch

K-MART CORPORATION

By M. L. Skiles President

M. L. SKILES, VICE PRESIDENT

ATTEST:

By C. F. Lotzar, Jr.
C. F. LOTZAR, JR., ASST. SECRETARY

STATE OF MICHIGAN)
 : SS
OAKLAND COUNTY)

Personally came before me this 11th day of February, 1992, M. L. SKILES, SR. VICE President, and C. F. LOTZAR, JR., ASSISTANT SECRETARY, of the above named corporation, K-MART CORPORATION, a Michigan corporation, known to me to be such SR. VICE President and ASSISTANT SECRETARY of said corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said corporation, by its authority.

MARY M. SCHNITZLER
Notary Public, Oakland County, Michigan
My Commission Expires May 15, 1995

Mary M. Schnitzler
Mary M. Schnitzler
Notary Public, Oakland Co., MI.

My commission expires May 15, 1995

APPROVED:

Initials	Date
<u>ROB</u>	<u>1/29/92</u>

VOL 2129 PAGE 768

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

Document Number

ASSIGNMENT
OF EASEMENT RIGHTS

KNOW ALL PERSONS BY THESE PRESENTS that **WISCONSIN ELECTRIC POWER COMPANY**, doing business as **We Energies**, a Wisconsin corporation hereinafter referred to as Assignor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign unto **WISCONSIN BELL INC. d/b/a AT&T WISCONSIN**, a Wisconsin corporation, hereinafter referred to as Assignee, assign joint interests in Assignor's certain easement granted to the Assignor to enable Assignee to place underground communication cables and appurtenant facilities in the designated easement based upon permission granted by **K-MART CORPORATION**. It is expressly understood and agreed that all easement rights as set forth in the below mentioned document shall remain in full force and effect and that the Assignor's rights thereunder shall be paramount to any assigned to **WISCONSIN BELL INC. d/b/a AT&T WISCONSIN**, a Wisconsin corporation. This assignment grants the Assignee joint possession of those rights as set forth in that part of the easement area as described below and granted by **K-MART CORPORATION**, to **WISCONSIN ELECTRIC POWER COMPANY**, recorded in the Office of the Register of Deeds in and for Racine County, on the 4th day of March, 1992 in Volume 2129, Pages 766-768, inclusive, as **Document No. 1366811**;

A strip of land 12 feet in width being a part of the grantor's premises in the Northwest ¼ and the Southwest ¼ of Section 24, Township 3 North, Range 22 East, City of Racine, Racine County, Wisconsin; said premises being more particularly described in that certain Special Warranty Deed recorded in the office of the Register of Deeds for Racine County, in Volume 2078 of Records, on Pages 763-765, as Document No. 1343823.

This assignment of easement rights is granted subject to the following conditions:

1. Assignor makes no guarantee that the rights being assigned hereunder are suitable for the purposes of Assignee.
2. Assignee shall protect, indemnify, save and hold harmless the Assignor and its affiliated corporations and their directors, officers, agents and employees from any and all claims, demands, actions, and all liability, costs, and expenses (including attorney's fees) in connection therewith, which may be made or brought against or incurred by the Assignor and its affiliated corporations or their directors, officers, agents or employees as a result of the actions of Assignee, or its agents and/or subcontractors of their employees while on the property included under the assignment herein given.

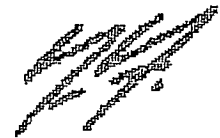
TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns.

IN WITNESS WHEREOF, said **WISCONSIN ELECTRIC POWER COMPANY** has caused these presents to be executed on its behalf by its duly authorized officers and its corporate seal hereunto affixed this 14th day of July, 2014. IN WITNESS WHEREOF, said **WISCONSIN BELL, INC., d/b/a/ AT&T WISCONSIN**, a Wisconsin Corporation has caused these presents to be executed on its behalf by its duly authorized officers and its corporate seal hereunto affixed this 24th day of July, 2014.

WISCONSIN ELECTRIC POWER COMPANY

By

James T. Raabe
James T. Raabe, Manager of Property Management



TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 2



RETURN TO:
Wisconsin Electric Power Company
Attn: Esther Casey - Room A252
333 W. Everett Street
Milwaukee, WI 53203

20-2

276000023876017
(Parcel Identification Number)

WISCONSIN BELL, INC., d/b/a AT&T WISCONSIN,
a Wisconsin Corporation

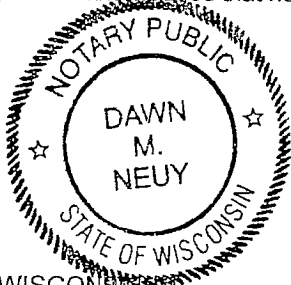
Signature Matthew D Grimm

Print Matthew D Grimm

Title Row Manager

STATE OF WISCONSIN)
: SS
MILWAUKEE COUNTY)

Personally came before me this 14th day of July, 2014, James T. Raabe, Manager of Property Management, of the above-named corporation, **WISCONSIN ELECTRIC POWER COMPANY**, known to me to be the persons who executed the foregoing instrument and to me known to be such Manager of Property Management of said corporation, and acknowledged that he executed the foregoing instrument as the deed of said corporation, by its authority.



Dawn M. Neuy
Dawn M. Neuy

Notary Public State of Wisconsin

My commission expires June 15, 2018

STATE OF WISCONSIN)
: SS
WAUKESHA COUNTY)

Personally came before me this 24th day of July, 2014, (name/title) Matthew D Grimm Row Manager of the above-named corporation, **WISCONSIN BELL, INC., d/b/a AT&T WISCONSIN, a Wisconsin Corporation**, known to me to be the persons who executed the foregoing instrument and to me known to be such (title) Row Manager of said corporation, and acknowledged that he executed the foregoing instrument as the deed of said corporation, by its authority.

Nancy H. Betenz
Signature Nancy H. Betenz

Printed Name

Notary Public State of Wisconsin

My commission expires 8-13-17

1343823

Ref

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

SPECIAL WARRANTY DEED

THIS DEED, made this 2nd day of July, 1991, by and between SECURITY BANK OF KANSAS CITY, a Kansas banking corporation ("Grantor"), and KMART CORPORATION, a Michigan corporation ("Grantee"). Mailing address of Grantee is 3100 West Big Beaver Road, Troy, Michigan 48084.

WITNESSETH, that Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor duly paid, the receipt of which is hereby acknowledged, does by these presents CONVEY unto Grantee and Grantee's successors and assigns, the property described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"), together with all and singular the hereditaments and appurtenances thereunto belonging.

Grantor warrants to Grantee, its successors and assigns, that the Property is free and clear from defects, liens, encumbrances, covenants, restrictions and conditions created by, through or under Grantor except those matters described on Exhibit B attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed the day and year first above written.

Kansas Real Estate Transfer Tax \$ 10,800.00

SECURITY BANK OF KANSAS CITY

(CORPORATE SEAL)

ATTEST:

Carol L. Sprague
Printed Name: Carol L. Sprague
Title: Corporate Secretary

By: W.R. Hook
Printed Name: W. R. HOOK
Title: Chairman and Chief Executive Officer

STATE OF KANSAS)
) SS.
WYANDOTTE COUNTY)

Personally came before me this 20th day of June, 1991, the above named W. R. Hook

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

Susan M. Egnatic
Printed Name: Susan M. Egnatic
Notary Public Wyandotte County, Kansas

My Commission expires: 7-17, 1991

This document drafted by:
Brian L. Smith, Esq.
Lewis, Rice & Fingersh
1200 Main Street, 38th Floor
Kansas City, MO 64105

tl:\security.swd

Register's Office } SS
Racine County, Wis. } 2nd
Received for Record July 2nd day of
July A.D. 1991 at 2:01
o'clock P.M. and recorded in Volume 2078
of Records on page 142-105

Ret:
Ambassador

Vol 2078 PAGE 763

Heinrich Schutt
Register of Deeds
14-00

EXHIBIT "A"

Parcel 1

That part of the West 1/2 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, including part of Certified Survey Map No. 1169 and part of Certified Survey Map No. 1276, bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located N 89° 08' 05" W 326.13 feet from a brass-capped iron monument marking the center of said Section 24; run thence S 0° 08' 19" E 733.22 feet to an iron pipe; thence S 89° 51' 41" W 200.00 feet to an iron pipe; thence S 0° 08' 19" E 400.00 feet; thence S 89° 51' 41" W 652.51 feet to an iron rod marking the southeast corner of Certified Survey Map No. 1395; thence N 0° 08' 19" W, along the easterly boundary of said C.S.M. No. 1395, 323.00 feet to an iron rod; thence S 89° 51' 41" W, along the northerly boundary of said C.S.M. No. 1395, 640.00 feet to an iron rod on the easterly line of S.T.H. "31"; thence N 11° 49' 57" E, along the easterly line of said highway, 260.89 feet to an iron pipe; thence N 12° 21' 20" E, along the easterly line of said highway, 70.57 feet to an iron pipe; thence continue along the easterly line of said highway 280.15 feet along the arc of a curve concave easterly whose radius is 16310.22 feet and whose chord bears N 14° 23' 41" E 280.15 feet to an iron pipe marking the southwest corner of Certified Survey Map No. 1276; thence N 84° 51' 00" E, along the southerly boundary of said C.S.M. No. 1276, 195.00 feet to an iron pipe; thence N 69° 29' 00" E, along the southerly boundary of said C.S.M. No. 1276, 222.08 feet to an iron pipe; thence N 18° 07' 00" E, along the easterly boundary of said C.S.M. No. 1276, 12.42 feet; thence S 88° 27' 33" W 3.75 feet; thence 74.61 feet along the arc of a curve concave northeasterly whose radius is 47.50 feet and whose chord bears N 46° 32' 27" W 67.18 feet to the north line of said C.S.M. No. 1276, which is also the south line of Certified Survey Map No. 1169; thence N 1° 32' 27" W 230.00 feet to the north line of said C.S.M. No. 1169, which is also the south line of 21st Street; thence N 88° 27' 33" E, along the south line of 21st Street, 452.31 feet to an iron pipe; thence continue along the south line of 21st Street 566.49 feet along the arc of a curve concave southerly whose radius is 1335.69 feet and whose chord bears S 79° 22' 21" E 562.24 feet to an iron pipe; thence S 0° 08' 19" E 73.45 feet to the point of beginning.

Parcel 2

Lot 1, Certified Survey Map No. 1395, recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 20, 1989 in Volume 4 of Certified Survey Maps on pages 351-352 as Document No. 1276690, located in the North 1/2 of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

Tax Parcel No. 23376-17 and 23876-40.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Easement granted to Wisconsin Electric Power Company dated November 19, 1976 and recorded in said Register's office on July 11, 1977 in Volume 1388 of Records, page 242, as Document No. 1004817.
2. Slope Easement dated July 24, 1979 and recorded in said Register's office on July 26, 1979 in Volume 1518 of Records, page 586, as Document No. 1056790.
3. Easement granted to Wisconsin Electric Power Company dated February 18, 1981 and recorded in said Register's office on March 18, 1981 in Volume 1605 of Records, page 212, as Document No. 1087781.
4. Easement granted to Wisconsin Electric Power Company dated March 25, 1975 and recorded in said Register's office on August 23, 1977 in Volume 1397 of Records, page 123, as Document No. 1008628.
5. Right of access, as contained in Warranty Deed dated April 7, 1980 and recorded in said Register's office on April 9, 1980 in Volume 1557 of Records, page 345, as Document No. 1071196.
6. Covenants, conditions and restrictions contained in Instrument dated October 23, 1986 and recorded in said Register's office on October 23, 1986 in Volume 1827 of Records, page 183, as Document No. 1209320.
7. Covenants, conditions and restrictions contained in Warranty Deed dated September 7, 1988 and recorded in said Register's office on September 7, 1988 in Volume 1929 of Records, page 610, as Document No. 1265301.
8. Declaration of Easements and Restrictions contained in Instrument dated September 6, 1988 and recorded in said Register's office on September 7, 1988 in Volume 1929 of Records, page 653-664, as Document No. 1265306.
9. Amendment to Slope and Easement and Landscape Agreement contained in Instrument dated April 2, 1990 and recorded in said Register's office on April 18, 1990 in Volume 2009 of Records, page 965, as Document No. 1308115.
10. Amendment to Declaration of Easements and Restrictions contained in Instrument dated April 2, 1990 and recorded in said Register's office on April 19, 1990 in Volume 2010 of Records, page 126, as Document No. 1308183.
11. Possible Easement Rights for Storm Sewer as shown on Survey by Thomas P.A. Jensen dated June 12, 1991 as Job Reference Number 1988.012. Said Storm Sewer located between catch Basin Number 42 and the Pond.
12. Amendment to Declaration of Easements and Restrictions contained in Instrument dated June 18, 1991 and recorded in said Register's office on June 28, 1991, in Volume 2077 of Records, page 748, as Document No. 1343367.

1419681

DOCUMENT NO. _____

IDO NO. 728860-2A

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

The grantor is: **RACINE JOINT VENTURE, a Michigan Partnership**

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

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

a strip of land 12 feet in width being a part of the grantor's premises described as Part of Lot 1 of Certified Survey Map No. 1395, recorded in the office of the Register of Deeds for Racine County, Wisconsin, in Volume 4 of Certified Survey Maps, on Pages 351-352, as Document No. 1276690, and Lands, all being a part of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, City of Racine, Racine County, Wisconsin; said premises being more particularly described in that certain Warranty Deed recorded in the office of the Register of Deeds for Racine County, Wisconsin, in Volume 2196 of Records, on Pages 65-67, as Document No. 1394599. **PT Tax Key Nos. 276-0000-23874-017 & 23876-040**

The location of the easement area with respect to the grantor's land is as shown on the attached drawing, marked Exhibit "A" and made a part of this document.

1. **Purpose:** The purpose of this easement is to install, operate, maintain and replace underground utility facilities, conduit and cables, electric pad-mounted transformers, electric pad-mounted switch-fuse units, concrete slabs, secondary power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, as deemed necessary by grantee, all to transmit electric energy and signals. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with grantee's use of the easement area.
2. **Access:** Grantee and its agents shall have the right to enter the grantor's land for the purpose of exercising its rights in the easement area.
3. **Buildings or other Structures:** The grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
4. **Elevation:** The grantor agrees that the elevation of the existing ground surface within the easement area will not be altered by more than 4 inches without the written consent of grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored the grantor's land, as nearly as is reasonably possible to the condition existing prior to such entry by the grantee or its agents. This restoration, however, does not apply to the initial installation of the underground and/or above ground electric facilities or signals, or to any trees, bushes, branches or roots which may interfere with grantee's use of the easement area.

UG WEPCO
UNDERGROUND AND UNDERGROUND
SUBDIVISION EASEMENT

REGISTER'S OFFICE
RACINE COUNTY, WI
RECORDED

'93 MAY 27 P3:08

VOL 2257 PAGE 269-271

REGISTER
OF DEEDS

Return to: Director of Real Estate
Wisconsin Electric Power Company
231 West Michigan Street, A440
P. O. Box 2046
Milwaukee, WI 53201

14

VOL 2257 PAGE 269

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 16, day of April, 1993 as partners of **RACINE JOINT VENTURE** a Michigan partnership.

In Presence Of:

RACINE JOINT VENTURE

a partnership

Dennis L. Casazza

Agent ~~XXXXX~~

(SEAL)

Partner

(SEAL)

Partner

(SEAL)

Partner

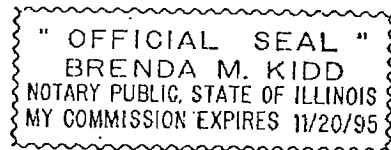
Illinois
STATE OF ~~WISCONSIN~~)
Cook COUNTY)

Personally came before me this 16 day of April, 1993, the above-named

DENNIS L. CASAZZA, Agent
to me known to be the persons and partners who executed the foregoing instrument on behalf of **RACINE JOINT VENTURE**, a Michigan partnership, and acknowledged the same.

Brenda M. Kidd
Notary Public, DALTON/JUPITER, INC. Co., Wis.

My commission expires 11-20-95



VOL **2257** PAGE **271**

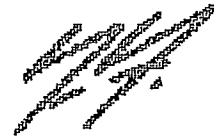
APPROVED:

Initials	Date
<u>REA</u>	<u>12/8/92</u>
<u>REA</u>	<u>7/13/93</u>

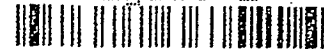
Document Number

**ASSIGNMENT
OF EASEMENT RIGHTS**

DOCUMENT # 2388770
RACINE COUNTY REGISTER OF DEEDS
September 02, 2014 12:57 PM



TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 2



KNOW ALL PERSONS BY THESE PRESENTS that **WISCONSIN ELECTRIC POWER COMPANY**, doing business as **We Energies**, a Wisconsin corporation hereinafter referred to as Assignor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign unto **WISCONSIN BELL INC. d/b/a AT&T WISCONSIN**, a Wisconsin corporation, hereinafter referred to as Assignee, assign joint interests in Assignor's certain easement granted to the Assignor to enable Assignee to place underground communication cables and appurtenant facilities in the designated easement based upon permission granted by **RACINE JOINT VENTURE**. It is expressly understood and agreed that all easement rights as set forth in the below mentioned document shall remain in full force and effect and that the Assignor's rights thereunder shall be paramount to any assigned to **WISCONSIN BELL INC. d/b/a AT&T WISCONSIN**, a Wisconsin corporation. This assignment grants the Assignee joint possession of those rights as set forth in that part of the easement area as described below and granted by **RACINE JOINT VENTURE**, to **WISCONSIN ELECTRIC POWER COMPANY**, recorded in the Office of the Register of Deeds in and for Racine County, on the 27th day of May, 1993, in Volume 2257, Pages 269-271, inclusive, as **Document No. 1419681**;

RETURN TO:
Wisconsin Electric Power Company
Attn: Esther Casey - Room A252
333 W. Everett Street
Milwaukee, WI 53203

30-2

27600023876017
(Parcel Identification Number)

A strip of land 12 feet in width being a part of the grantor's premises described as Part of Lot 1 of Certified Survey Map No. 1395; recorded in the office of the Register of Deeds for Racine County, Wisconsin, in Volume 4 of Certified Survey Maps, on Pages 351-352, as Document No. 1276690; and being a part of the Southwest ¼ of Section 24, Township 3 North, Range 22 East, City of Racine, Racine County, Wisconsin; said premises being more particularly described in that certain Warranty Deed recorded in the office of the Register of Deeds for Racine County, Wisconsin, in Volume 2196 of Records, on Pages 65-67, inclusive, as Document No. 1394599.

This assignment of easement rights is granted subject to the following conditions:

1. Assignor makes no guarantee that the rights being assigned hereunder are suitable for the purposes of Assignee.
2. Assignee shall protect, indemnify, save and hold harmless the Assignor and its affiliated corporations and their directors, officers, agents and employees from any and all claims, demands, actions, and all liability, costs, and expenses (including attorney's fees) in connection therewith, which may be made or brought against or incurred by the Assignor and its affiliated corporations or their directors, officers, agents or employees as a result of the actions of Assignee, or its agents and/or subcontractors of their employees while on the property included under the assignment herein given.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns.

IN WITNESS WHEREOF, said **WISCONSIN ELECTRIC POWER COMPANY** has caused these presents to be executed on its behalf by its duly authorized officers and its corporate seal hereunto affixed this 14th day of July, 2014. IN WITNESS WHEREOF, said **WISCONSIN BELL, INC., d/b/a/ AT&T WISCONSIN**, a Wisconsin Corporation has caused these presents to be executed on its behalf by its duly authorized officers and its corporate seal hereunto affixed this 24th day of July, 2014.

WISCONSIN ELECTRIC POWER COMPANY

By James T. Raabe
James T. Raabe, Manager of Property Management

WISCONSIN BELL, INC., d/b/a AT&T WISCONSIN,
a Wisconsin Corporation

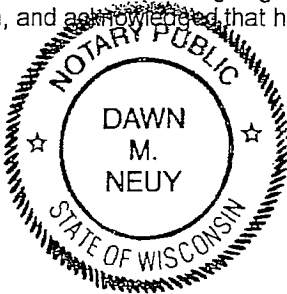
Signature Matthew D Grimm

Print Matthew D Grimm

Title Row Manager

STATE OF WISCONSIN)
: SS
MILWAUKEE COUNTY)

Personally came before me this 14th day of July, 2014, James T. Raabe, Manager of Property Management, of the above-named corporation, **WISCONSIN ELECTRIC POWER COMPANY**, known to me to be the persons who executed the foregoing instrument and to me known to be such Manager of Property Management of said corporation, and acknowledged that he executed the foregoing instrument as the deed of said corporation, by its authority.



Dawn M. Neuy
Dawn M. Neuy

Notary Public State of Wisconsin

My commission expires June 15, 2018

STATE OF WISCONSIN)
: SS
WAUKESHA COUNTY)

Personally came before me this 24th day of July, 2014, (name/title) Matthew D. Grimm, Row Manager of the above-named corporation, **WISCONSIN BELL, INC., d/b/a AT&T WISCONSIN, a Wisconsin Corporation**, known to me to be the persons who executed the foregoing instrument and to me known to be such (title) Row Manager of said corporation, and acknowledged that he executed the foregoing instrument as the deed of said corporation, by its authority.

Nancy H. Belenz
Signature

Nancy H. Belenz
Printed Name

Notary Public State of Wisconsin

My commission expires 8-13-17

1394599

Return to:

FIDELITY TITLE, INC;
731 MAIN ST.
RACINE, WI 53401
(414) 634-5511

WARRANTY DEED

REGISTER'S OFFICE
RACINE COUNTY, WI) SS
RECORDED

'92 OCT 23 P3:42

VOL 2196 PAGE 65-67

THE STATE OF WISCONSIN §
COUNTY OF RACINE §

KNOW ALL MEN BY THESE PRESENTS, REGISTER DEED

That KMART CORPORATION, a Michigan corporation, (hereinafter called "Grantor") for and in consideration of the sum of TEN and no/100 DOLLARS and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, paid by RACINE JOINT VENTURE,* (hereinafter called "Grantee,") for which no lien is retained either express or implied, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto the said Grantee all that certain real property located in Racine County, Wisconsin and described on Schedule A attached hereto and made a part hereof for all purposes, subject only to those items shown on said Schedule A, together with all improvements thereon, if any, and all right, title and interest in and to adjacent sidewalks, streets, roads, alleys and rights-of-way.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, his, her or its successors, heirs and assigns, as the case may be, forever; and Grantor does hereby bind Grantor and Grantor's successors, heirs, executors and administrators, as the case may be, to Warrant and Forever Defend all and singular the said premises unto the said Grantee and Grantee's successors, heirs and assigns, as the case may be, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Wisconsin Real Estate Transfer Tax \$ 9212.40

Executed as of this 14th day of March, A.D. 1992

KMART CORPORATION

Karen D. Model
William D. Ceca

M. L. Skiles, Senior
Vice President

* a Michigan partnership

VOL 2196 PAGE 65

IO #'s 23876-17, 23876-40

14.

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

This instrument was acknowledged before me on March 4, 1992, by M. L. Skiles, Senior Vice President of Kmart Corporation, a Michigan corporation.

Deborah D. Dombrowski
Notary Public, ~~Oakland~~ County,
Michigan Wayne
My commission expires: *July 20, 1992*

DEBORAH D. DOMBROWSKI
Notary Public, Wayne County, Michigan
My Commission Expires July 20, 1992

Acting in Oakland County

VOL 2196 PAGE 66

RACINE, WISCONSIN

Parcel 1:

That part of the West 1/2 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, including part of Certified Survey Map No. 1169 and part of Certified Survey Map No. 1276, bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located N 89° 08' 05" W 326.13 feet from a brass-capped iron monument marking the center of said Section 24; run thence S 0° 08' 19" E 733.22 feet to an iron pipe; thence S 89° 51' 41" W 200.00 feet to an iron pipe; thence S 0° 08' 19" E 400.00 feet; thence S 89° 51' 41" W 632.51 feet to an iron rod marking the southeast corner of Certified Survey Map No. 1395; thence N 0° 08' 19" W, along the easterly boundary of said C.S.M. No. 1395, 323.00 feet to an iron rod; thence S 89° 51' 41" W, along the northerly boundary of said C.S.M. No. 1395, 640.00 feet to an iron rod on the easterly line of S.T.H. "31"; thence N 11° 49' 57" E, along the easterly line of said highway, 260.89 feet to an iron pipe; thence N 12° 21' 20" E, along the easterly line of said highway, 70.57 feet to an iron pipe; thence continue along the easterly line of said highway 280.13 feet along the arc of a curve concave easterly whose radius is 16310.22 feet and whose chord bears N 14° 23' 41" E 280.13 feet to an iron pipe marking the southwesterly corner of Certified Survey Map No. 1276; thence N 84° 51' 00" E, along the southerly boundary of said C.S.M. No. 1276, 193.00 feet to an iron pipe; thence N 69° 29' 00" E, along the southerly boundary of said C.S.M. No. 1276, 222.08 feet to an iron pipe; thence N 18° 07' 00" E, along the easterly boundary of said C.S.M. No. 1276, 12.42 feet; thence S 88° 27' 33" W 3.75 feet; thence 74.61 feet along the arc of a curve concave northeasterly whose radius is 47.50 feet and whose chord bears N 46° 32' 27" W 67.18 feet to the north line of said C.S.M. No. 1276, which is also the south line of Certified Survey Map No. 1169; thence N 1° 32' 27" W 230.00 feet to the north line of said C.S.M. No. 1169, which is also the south line of 21st Street; thence N 88° 27' 33" E, along the south line of 21st Street, 432.31 feet to an iron pipe; thence continue along the south line of 21st Street 566.49 feet along the arc of a curve concave southerly whose radius is 1333.69 feet and whose chord bears S 79° 22' 21" E 562.24 feet to an iron pipe; thence S 0° 08' 19" E 73.45 feet to the point of beginning.

Parcel 2:

Lot 1, Certified Survey Map No. 1395, recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 20, 1989 in Volume 4 of Certified Survey Maps on pages 331-352 as Document No. 1276690, located in the North 1/2 of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

Excepting therefrom the following:

Parcel No. 1, Certified Survey Map No. 1528, recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 2, 1991, in Volume 4, of Certified Survey Maps on page 699-700, as Document No. 1343824, being a redivision of a portion of Lot 1 of Certified Survey Map No. 1395, in the Northwest 1/4 of the Southwest 1/4 of Section 24 and unplatted lands located in the Northwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin.

ACCESS ROAD AGREEMENT

This Access Road Agreement ("Agreement") is made as of the 10th day of July, 2008, by, between, and among Racine Joint Venture II LLC, a Wisconsin limited liability partnership, (hereafter "Regency"), Giraffe Properties, LLC, a Delaware limited liability company (hereafter "Toys"), and High Ridge Improvements, LLC, a Delaware limited liability company (hereafter "High Ridge");

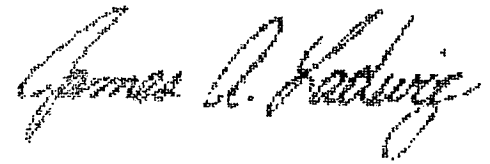
WHEREAS, Regency is currently the owner of a parcel described as Lot 1, Block 1, Regency Mall, a recorded subdivision in the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin (hereafter the "Regency Lot"); and

WHEREAS, Toys is currently the owner of a parcel described as Parcel No. 1 of Certified Survey Map number 1528 as recorded in Volume 4 of Certified Survey Maps on Pages 699 and 700 as Document No. 1343824 in the Office of the Register of Deeds for Racine County and being in the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin (hereafter the "Toys Lot"); and

WHEREAS, High Ridge is currently the owner of a parcel described as Lot 1 of Certified Survey Map number 1395 as recorded in Volume 4 of Certified Survey Maps on pages 351 and 352 as Document No. 1276690 in the Office of the Register for Deeds of Racine County and being in the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, (hereafter the "High Ridge Lot"); and

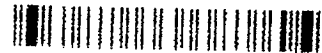
WHEREAS, the "Owners" (hereinafter defined) desire to create a joint easement for the purpose of creating an access road between their respective "Lots" (hereinafter defined) and to impose certain restrictions, obligations, and covenants on the property described on Exhibit 1 attached hereto, for the benefit of the Owners and their respective successors and assigns;

NOW, THEREFORE, in consideration of the mutual promises of the Owners contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners hereby agree as follows:



JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$31.00



Return to:

Attorney Kenneth B. Axe
Lathrop & Clark LLP
740 Regent Street, Suite 400
Madison, WI 53715

31

23876-008, [Regency]
23876-042 [Toys] and
23876-040 [High Ridge]
Parcel Identification Numbers

1. **Definitions.**

(a). Owners means collectively the fee owners of the Regency Lot, the Toys Lot and the High Ridge Lot (collectively "the Lots"). The fee owner of the Regency Lot, the fee owner of the Toys Lot, and the fee owner of the High Ridge Lot, are each individually, an "Owner."

(b). Occupants means collectively, each Owner and any person entitled from time-to-time to use or occupy any portion of the Lots or any improvements located thereon under a lease, sub-lease, license, concession agreement or any other instrument or arrangement under which such rights are acquired.

(c). Permittees means collectively, all customers, employees, licensees, contractors, agents or other invitees of the Occupants.

(d). Access Road Easement Area means, generally, the property described and depicted on Exhibits 1 and 2 attached hereto and made a part of this Agreement, and more specifically, the Access Road to be constructed on the Lots.

2. **Grant of Cross-Access Easement.** The Owners hereby grant a perpetual, non-exclusive easement over the Access Road Easement Area for the benefit of the Regency Lot, the Toys Lot and the High Ridge Lot for the purpose of providing the Owners, Occupants and Permittees with vehicular and pedestrian access, ingress, egress, passage and travel over and across the Access Road Easement Area (together with all other easements granted under this Agreement, hereafter "the Access Road Easements").

3. **Continuing Easement for Reconstruction and Maintenance.** The Owners hereby grant non-exclusive easements for the purpose of constructing and reconstructing, maintaining, repairing and replacing the Access Road located on the Access Road Easement Area. All construction, maintenance, repair and replacements will be diligently prosecuted in accordance with sound construction practices and performed in a manner which will not unreasonably interfere with use of the Lots and the improvements thereon. Any person performing any construction work or making any installations, repairs or replacements on the Access Road Easement Area shall repair any damage to adjacent property and shall return the same to the condition that existed prior to such construction, installation, repair or replacement.

4. **Regency to Install Access Road.** Regency agrees to place and install a blacktop road on the Access Road Easement Area as shown on Exhibit 2 hereto on or before November 1, 2008 (the "Work"), initially at Regency's cost, subject to reimbursement as follows: Regency has incurred engineering costs estimated at Ten Thousand Dollars (\$10,000.00), and shall not seek reimbursement from any other Owner for such costs. With respect to the remaining costs of constructing the Access Road, Toys shall reimburse Regency 33.3% of the total cost, and High Ridge shall reimburse Regency 25.7% of the total cost, but in no event shall Toys' share of such costs exceed Thirty Three Thousand Three-Hundred Thirty Three and no/100 Dollars (\$33,333.00) or High Ridge's share exceed Thirty Thousand and no/100 Dollars (\$30,000.00).

Such payments shall each be made by Toys and High Ridge to Regency within 30 days of receipt of an invoice and supporting documentation from Regency. Prior to the commencement of any work by Regency, Regency shall submit to Toys and High Ridge plans for the Work, along with bids for the Work, for Toys' and High Ridge's approval, which approval shall not be unreasonably withheld or delayed. Toys and High Ridge shall submit any comments on such plans and/or bids to Regency within fifteen (15) days of their receipt of such plans and bids. Regency shall resubmit the revised plans and bids to Toys and High Ridge within fifteen (15) days of Regency's receipt of comments from the second of Toys and High Ridge. Such process shall be repeated until all parties have agreed upon the plans and bids.

5. **Maintenance of Access Road.** Regency shall be responsible for ensuring that all necessary repairs, replacements and maintenance of the Access Road shall be timely performed, subject to reimbursement as follows: Regency estimates that the annual cost of routine maintenance or repairs shall be \$1,000.00 ("the Initial Amount"). Toys and High Ridge shall each pay their share of the Initial Amount in the same percentage as that applicable to the cost of initial construction set forth in par. 4 above, in advance, to be received by Regency no later than the 4th day of each January, commencing January, 2009 and continuing so long as the Access Road shall exist. Payments to Regency for the balance of the year 2008 shall be a prorated share of the 2009 payment for the period commencing on the date that the Access Road is completed, due within 30 days of the date of completion. This annual charge (the Initial Amount) shall be subject to annual increases of 5% commencing with calendar year 2010. Any charges for non-routine maintenance, repairs and snow removal for the Access Road (e.g., for resurfacing or extensive patching) will be separately billed to Toys and High Ridge. High Ridge shall be responsible for payment to Regency of 25.7% of the total amount of such charges, and Toys shall be responsible for payment of 33.3% of the total amount of such charges. Payment to Regency shall be due within 30 days of receipt from Regency of such invoices with supporting documentation.

6. **Nature of Easements and Rights Created.** Each and all of the easements and rights granted or otherwise created herein are easements for the benefit of, and appurtenant to the Lots, and none of the easements or rights may be transferred, assigned, or encumbered, except as an appurtenance to the Lots or a portion thereof. For the purposes of such easements and rights as are created herein, the Lots shall constitute the dominant estate, and the portions of the Lots which are a part of the Access Road Easement Area shall constitute the servient estate. Each and all of the easements created herein shall constitute covenants running with the land, and shall be binding upon every person or entity having any fee, leasehold or other interest in any portion of the Access Road Easement Area at any time or from time-to-time.

7. **Use of Access Road Easements.** No barricade or other impediment will be constructed on the Access Road Easement Area, nor will any Owner do anything which would prohibit or discourage the free and uninterrupted flow of vehicular traffic on the Access Road Easement Area, except as may be required to control the speed and flow of traffic and except as may be required in order to prevent the acquisition of any interest in the Easement Area by the public or any third party. No Owner shall grant any additional easement rights over and across the Access Road Easement Area which would unduly burden the use of the easements by the

other Owners. The surface and sub-surface of the Access Road Easement Area shall be repaired and replaced from time-to-time, and shall be maintained free of papers, debris, ice, snow, refuse, and other hazards. The property may be painted and repainted from time-to-time as may be necessary to identify lanes or traffic flow directions. Each Owner shall ensure that its respective Occupants or Permittees shall park in or use only that Owner's Lot, and no right to park in or use the other Owners' Lots is granted herein.

8. **Compliance with Laws.** The Owners and all of their successors and assigns shall at all times use and operate the Access Road Easement Area in compliance with all laws, rules and regulations established by any governmental authority with jurisdiction over the Access Road Easement Area.

9. **Non-Use; Public Use.** Non-use or limited use of the easement rights granted in this Agreement will not prevent the Owners, Occupants and Permittees from later using the easement rights hereunder to the fullest extent authorized in this Agreement. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Access Road Easement Area or Lots to the general public or for any public purpose whatsoever.

10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

11. **Real Estate Taxes.** Each Owner shall pay the general real estate taxes levied and assessed against the portion of the Access Road Easement Area which such Owner owns.

12. **Duration, Termination and Amendment.** The term of the easements and restrictions and other provisions of this Agreement shall be of perpetual duration, subject to the following: Any provision of this Agreement may be terminated or amended by the recording of an appropriate document in the Office of the Register of Deeds of Racine County, Wisconsin, which document has been executed by all of the then Owners as of the date of such document.

13. **Covenants Run With Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owners and their respective successors and assigns. The Access Road Easements granted in this Agreement are easements appurtenant to the Lots and may not be transferred separately from, or severed from the title to the Lots. The benefits of the easements granted under this Agreement shall not be extended to any properties other than the Lots without the consent of all of the Owners. After an Owner has transferred all of its fee interest in its Lot, as applicable, that Owner will have no further liability under this Agreement.

14. **Insurance and Indemnification.** Each Owner shall carry commercial general liability insurance with limits of coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, naming the other Owners as additional insureds under such policy. Each Owner (the "Indemnifying Owner") shall hold harmless, indemnify and defend the other Owners from and against any and all claims, demands, actions, causes of action, proceedings, judgments, damages, losses, liabilities, fines, penalties,

35544-235544-1

costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) (collectively, "Liabilities") arising from or relating to any entry onto the Lots (or actions thereon) by the Indemnifying Owner, its employees, agents, and contractors for the purposes set forth herein, including, without limitation, Liabilities relating to personal injury, property damage and mechanic's liens.

15. **No Partnership.** Nothing contained in this Agreement shall be construed to make the parties hereto or their successors and assigns, partners or joint venturers, or to render any of said parties liable for the debts or obligations of another.

16. **Headings.** The paragraph headings are for convenience only and shall not define or limit the scope or content of the Agreement, nor shall they be considered in any construction or interpretation of the Agreement or any part hereof.

17. **Invalidity.** Should any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term 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 and condition of this Agreement will be valid and enforceable to the fullest extent of the law.

18. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement will be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party will not be construed to be a waiver of any breach of any other term or condition of this Agreement.

19. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition of this Agreement, either to restrain or prevent the violation or to obtain any other relief. Should a suit be brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees, from the non-prevailing party.

20. **Notices.** All notices to any Owner shall be delivered in person or sent by certified mail or courier, postage prepaid, return receipt requested, to such owner, at the following address:

IF TO REGENCY:

Regency Mall
CBL & Associates Management, Inc,
Attn: General Manager
5538 Durand Ave.
Racine, WI 53406

WITH COPY TO:

General Counsel,
CBL & Associates Management, Inc.
CBL Center, Suite 500
2030 Hamilton Place Blvd.
Chattanooga, TN 37421-6000

IF TO TOYS:

Giraffe Properties, LLC
One Geoffrey Way
Wayne, New Jersey 07470
Attn: Vice President – Real Estate, Design &
Construction

IF TO HIGH RIDGE:

High Ridge Improvements, LLC
c/o DLC Management Corp.
580 White Plains Road
Tarrytown, NY 10591
Attn: General Counsel

Any Owner may change its address for notice by providing written notice to the other Owners.

21. **Modification.** This Agreement may only be terminated, modified or amended by the execution and recording of an instrument signed by all of the then Owners of all Lots. No other signature shall be required to effect such termination, modification or amendment.

22. **Authority.** By executing this Document, each Owner warrants and represents that it has authority to enter into the Agreement and to perform all duties thereunder, and that it has received any and all necessary authorizations from any other party.

23. **No Construction Against Drafting Party.** This Agreement shall not be construed to have a meaning contrary to the interest of any party by virtue of the fact that such party may have been responsible for the preparation of this Agreement.

24. **Transfer Fee.** This is not a conveyance under § 77.21(1) of the Wisconsin Statutes, and is not subject to a transfer return or transfer fee under Tax 15.01 of the Wisconsin Administrative Code.

25. **Signature in Counterparts.** This Agreement may be signed in separate counterparts by each Owner.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

RACINE JOINT VENTURE II, LLC
a Delaware limited liability company

By: Racine Joint Venture,
Its Chief Manager

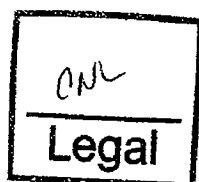
By: CBL/Regency I, LLC
Its Managing General Partner

By: CBJ/J II, LLC
Its Sole Member and Chief Manager

By: CBL & Associates Limited
Partnership,
Its Chief Manager

By: CBL Holdings I, Inc.
Its Sole General Partner

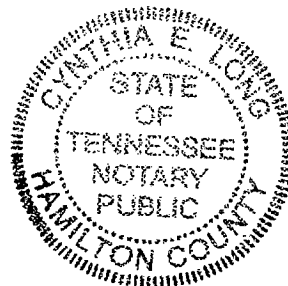
By: Victoria S. Berghe
Its: Senior Vice President and General Counsel



STATE OF Tennessee)
) ss.
COUNTY OF Hamilton)

Personally came before me this 15th day of July, 2008, the above-named VICTORIA S. BERGHE known to me to be the person who executed the foregoing instrument and acknowledge the same in the capacity as Senior Vice President of CBL Holdings I, Inc.

Cynthia E. Long
Notary Public, State of Tennessee
My Commission expires: 4/10/2010



JW GIRAFFE PROPERTIES, LLC

By:

Title:

DAVID P. PICOT

**VICE PRESIDENT - REAL ESTATE
DESIGN & CONSTRUCTION**

STATE OF NEW JERSEY)

) ss.

COUNTY OF PASSAIC)

Personally came before me this 10th day of July, 2008, the above-named DAVID P. PZCOT known to me to be the person who executed the foregoing instrument and acknowledge the same in the capacity as VICE PRESIDENT of R/E, Design & Const.

Nadine Dickson
Notary Public, State of _____ NADINE DICKSON

Notary Public, State of NADINE DICKSON
My Commission expires: NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 4, 2011

By: 
Name: Adam Ifshin
Title: Manager

STATE OF New York)
) ss.
COUNTY OF Westchester

Personally came before me this 28 day of July, 2008, the above-named Adam Ifshin known to me to be the person who executed the foregoing instrument and acknowledge the same in the capacity as Manager of High Ridge Improvements, LLC.

LLC.

 Notary Public, State of _____
 My Commission expires: _____

This instrument was drafted by Kenneth B. Axe, Lathrop & Clark LLP, 740 Regent Street, Suite 400, Madison, Wisconsin 53715.

I:\clients\cb\146\cross easement agreement revision five red 070208kba.doc

REGENCY MALL DESCRIPTION

That part of Lot 1, Block 1, Regency Mall, a recorded subdivision in the Southwest ¼ 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 North line of said Lot 1 located N89°51'41"E 427.14 feet from the Northwest corner of said Lot 1; run thence N89°51'41"E 48.02 feet along said North line to the point of curvature of a curve of Southwesterly convexity whose radius is 19.50 feet and whose chord bears S70°19'13"E 13.15 feet; thence Southeasterly 13.41 feet along the arc of said curve; thence S89°45'27"W 72.54 feet to the point of curvature of a curve of Southeasterly convexity whose radius is 19.50 feet and whose chord bears N69°10'39"E 12.99 feet; thence Northeasterly 13.25 feet along the arc of said curve to the point of beginning. Containing 250 square feet.

HOME DEPOT DESCRIPTION

That part of Lot 1 of Certified Survey Map No. 1395 as recorded in Volume 4 of Certified Survey Maps on pages 351 and 352 as Document No. 1276690 in the Office of the Register of Deeds for Racine County and being in the Southwest ¼ 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 South line of said Lot 1 located N89°51'41"E 459.82 feet from the Southwest corner of said Lot 1; run thence N00°08'19"W 47.73 feet to the South side of an existing curb; thence N52°48'25"E 12.45 feet along said curb to a point on a curve of Northerly convexity whose radius is 43.64 feet and whose chord bears N74°51'53"E 16.59 feet; thence Easterly along the arc of said curve 16.70 feet to a point on a curve of reverse curvature whose radius is 19.50 feet and whose chord bears S42°14'12"W 26.29 feet; thence Southwesterly 28.84 feet along the arc of said curve; thence S00°08'19"E 25.06 feet to the point of curvature of a curve of Southwesterly convexity whose radius is 19.50 feet and whose chord bears S25°22'42"E 16.63 feet; thence Southeasterly 17.18 feet along the arc of said curve to the South line of Lot 1 of said Certified Survey Map; thence S89°51'41"W 15.34 feet along said South line to the point of beginning. Containing 498 square feet.

TOYS-R-US DESCRIPTION

That part of Parcel No. 1 of Certified Survey Map No. 1528 as recorded in Volume 4 of Certified Survey Maps on pages 699 and 700 as Document No. 1343824 in the Office of the Register of Deeds for Racine County and being in the Southwest ¼ of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, described as follows: Begin at the Southeast corner of said Parcel 1; run thence S89°51'41"W 32.68 feet along the South line of said Parcel to a point on a curve of Southeasterly convexity whose radius is 19.50 feet and whose chord bears N24°47'20"E 16.44 feet; thence Northerly 16.97 feet along the arc of said curve; thence N00°08'19"W 0.30 feet to the point of curvature of a curve of Northeasterly convexity whose radius is 4.50 feet and whose chord bears N45°11'18"W 6.37 feet; thence Northwesterly 7.08 feet along the arc of said curve; thence S89°45'42"W 10.93 feet to the South line of an existing curb line; thence N66°39'33"E 8.73 feet along said curb; thence N57°15'40"E 14.94 feet along said curb; thence N50°04'32"E 17.02 feet along said curb; thence N52°48'25"E 9.40 feet along said curb to the East line of said Parcel 1; thence S00°08'19"E 47.73 feet along said East line to the point of beginning. Containing 1,061 square feet.

BEARING BASE: GRID NORTH, WISCONSIN
COORDINATE SYSTEM, SOUTH ZONE.

FIELD WORK 1-19-07 BY FTH JRN
DRAWN 4-24-08 BY JER
SCALE 1" = 20'
JOB NO. 2007.018
SHEET 2 OF 2 SHEETS

**NM
& B**

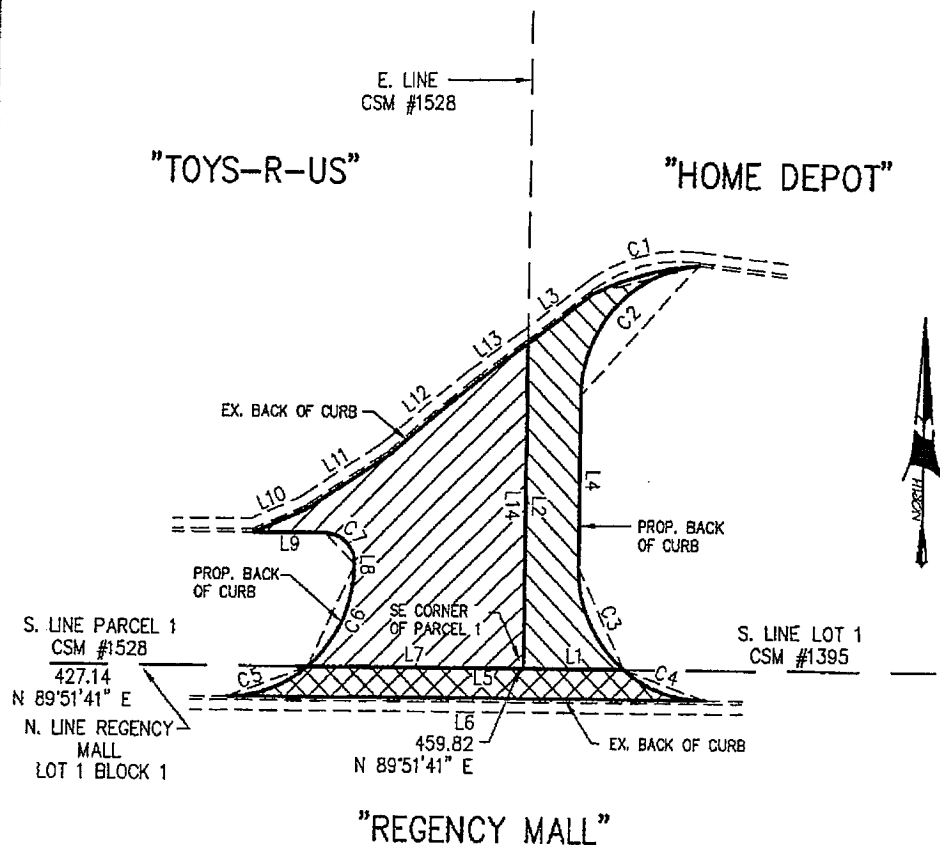
Nielsen Madsen & Barber, S.C.
1339 Washington Avenue Racine, Wisconsin 53403
Phone (262) 634-5588 Website www.nmbc.net
Facsimile (262) 634-5024 E-mail nmb@nmbc.net

EXHIBIT

1

tabbies

A drawing and descriptions for RACINE JOINT VENTURE II, LLC, (See Sheet 2 of 2)



LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 89°51'41" W	15.34
L2	N 00°08'19" W	47.73
L3	N 52°48'25" E	12.45
L4	S 00°08'19" E	25.08
L5	N 89°51'41" E	48.02
L6	S 89°45'27" W	72.54
L7	S 89°51'41" W	32.88
L8	N 00°08'19" W	0.30
L9	S 89°45'42" W	10.93
L10	N 86°39'33" E	8.73
L11	N 57°15'40" E	14.94
L12	N 50°04'32" E	17.02
L13	N 52°48'25" E	8.40
L14	S 00°08'19" E	47.73

CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	TANGENT	CHORD BEARING	CHORD
C1	21°55'16"	43.64	16.70	8.45	N 74°51'53" E	16.59
C2	84°45'03"	19.50	28.84	17.79	S 42°14'12" W	26.29
C3	50°28'45"	19.50	17.18	9.19	S 25°22'42" E	16.63
C4	39°24'18"	19.50	13.41	8.98	S 70°19'13" E	13.15
C5	38°55'20"	19.50	13.25	8.89	N 69°10'39" E	12.99
C6	49°51'18"	19.50	16.97	9.06	N 24°47'20" E	18.44
C7	90°05'59"	4.50	7.08	4.51	N 45°11'18" W	6.37

BEARING BASE: GRID NORTH, WISCONSIN
COORDINATE SYSTEM, SOUTH ZONE.

FIELD WORK 1-19-07 BY FTH JRN
DRAWN 4-24-08 BY JER
SCALE 1" = 20'
JOB NO. 2007.018
SHEET 1 OF 2 SHEETS

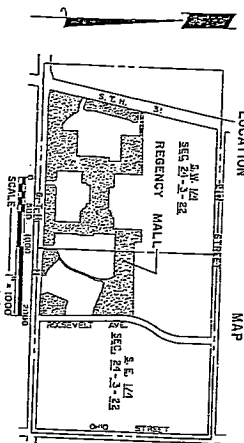
**NM
& B**

Nielsen Madsen & Barber, S.C.
1339 Washington Avenue Racine, Wisconsin 53403
Phone (262) 634-5588 Website www.nmbasc.net
Facsimile (262) 634-6024 E-mail nmb@nmbasc.net

EXHIBIT

2

UNPLATTED LANDS



UNPLATTED LANDS

1113798

EXISTING BUILDINGS
2
BLOCK ONE

UNPLATTED LAND:

LANDS

UNPLATTED

UNPLATTED
LANDS

UNPLATTED LANDS

REGENCY MALL

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

APPROVED AS A
FINAL PLAT.

Date Oct. 20 1982
Racine City Plan Commission
by Elmer N. Hall
signature

SOUTHWOOD
DRIVE
LANDS

Certified this 3rd day of September, 1982
Deanne Aston
 Department of Development

[illegible]

THE HEARINGS BASE FOR THIS PLAY IS GRID NORTH, WISCONSIN COORDINATE SYSTEM.

LEGEND AND NOTES

ALL DISTANCES MEASURED TO THE HEARINGS

SHEET 1 OF 4 SHEETS

Received for Record 154 day of
March A.D. 1989 at 8:30
o'clock A. M. and recorded in Volume 1953
of Records on page 450-458

1278282

22 - John M. Schuttler

Parties

THIS MEMORANDUM OF LEASE dated this 1st day of February, 1989, between FIRST NATIONAL REALTY AND DEVELOPMENT COMPANY, INC., an Illinois corporation, having its principal office at 415 North LaSalle, Suite 700, Chicago, Illinois 60610 (herein referred to as "Landlord"), and K MART CORPORATION, a Michigan corporation having its principal office at 3100 West Big Beaver Road, Troy, Michigan 48084 (herein referred to as "Tenant"),

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations and the further consideration of the rents reserved and the covenants and conditions more particularly set forth in a certain lease between Landlord and Tenant and bearing even date herewith, Landlord and Tenant do hereby covenant, promise and agree as follows:

Demised
Premises

1. Landlord does demise unto Tenant and Tenant does take from Landlord for the term hereinafter provided, and any extension thereof, the following property: Tenant's completed building or buildings (designated K mart), together with site improvements to be constructed as specified in said lease by Landlord at its expense on the land described in Parcel A of Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof, and situated in the City of Racine, County of Racine, State of Wisconsin; said building or buildings to be in the locations and of the dimensions depicted on said Exhibit "B".

Landlord hereby gives and grants unto Tenant, in common with others entitled thereto, including Tenant's agents, employees, customers, licensees and invitees the following licenses, rights, privileges and easements: the use of parking areas, common areas (including rest rooms and other facilities, if any), roadways, sidewalks and accessways to public streets and highways indicated on said Exhibit "B", together with the use of any delivery or servicing areas adjoining Tenant's said buildings or designated as such on Exhibit "B", which areas shall be adequate for the passage, unloading and, if necessary, turning around of trailer trucks and other commercial vehicles.

Said land, completed buildings and site improvements, together with the licenses, rights, privileges and easements herein set forth, shall be hereinafter collectively referred to as the "demised premises".

Term

2. The lease term shall commence upon the date of occupancy by Tenant of said buildings, and shall terminate upon such date as shall be twenty five (25) years from the last day of the month in which said date of occupancy by Tenant shall occur; provided, however, Tenant shall have the option to extend the lease term for ten (10) successive periods of five (5) additional years each; provided further that regardless of the exercise or nonexercise by Tenant of any or all of the foregoing options, Tenant shall have, unless the last day of the lease term shall be January 31 of any year, the option to extend (or further extend, as the case may be) the term of this lease for such period of time as shall cause the last day of the term of this lease to be the January 31 next succeeding the date upon which the term of this lease would expire but for the exercise of this option.

Building
Areas

3. Landlord covenants, during the period commencing with the date of execution of the aforesaid lease and ending upon the last day of the lease term and any extension or renewal thereof, that it will not erect or construct any buildings or other structures upon land described in Exhibit "A", except as shown on Exhibit "B"; provided, however, in the event that the date of occupancy by Tenant of the demised premises shall not occur prior to such date as shall be seven (7) years from the date of the aforesaid lease, then the restriction imposed by this Article shall cease and determine and shall be of no further force or effect.

Ret: First National Realty + Development Co Inc
415 N LaSalle Suite 700
Chicago IL 60610 ATtn: John Comet

VOL 1953 PAGE 450

T.S # 23876-017

First
Refusal to
Purchase
Option

4. Anything in this lease contained to the contrary notwithstanding, and without in any manner affecting or limiting any of the rights, privileges, options or estates granted to Tenant under this lease, if the Landlord at any time during the term of this lease (excepting the first lease year) receives one or more bona fide offers from third parties to purchase the demised premises or property of which the demised premises are a part, and if any such offer is acceptable to the Landlord, then Landlord agrees to notify Tenant in writing, giving the name and address of the offeror, and the price, terms and conditions of such offer, and Tenant shall have thirty (30) days from and after the receipt of such notice from Landlord in which to elect to purchase the property for the consideration contained in the bona fide offer. If Tenant does not elect to purchase said property and Landlord thereafter sells the property, the purchaser shall take the property, subject to and burdened with all the terms, provisions and conditions of this lease, including this Article and the rights of the Tenant under this lease as against the new owner shall not be lessened or diminished by reason of the change of ownership. Tenant's failure at any time to exercise its option under this Article shall not affect this lease or the continuance of Tenant's rights and options under this Article or any other article.

Additional
Construction

5. Tenant may, at its own expense, at any time, expand its building or erect or construct additional buildings or structures on any portion of the demised premises.

Signs

6. The demised premises shall be referred to by only such designation as Tenant may indicate. Landlord expressly recognizes that the service mark and trademark "K mart" is the valid and exclusive property of Tenant, and Landlord agrees that it shall not either during the term of this lease or thereafter directly or indirectly contest the validity of said mark "K mart", or any of Tenant's registrations pertaining thereto in the United States or elsewhere, nor adopt or use said mark or any term, word, mark or designation which is in any aspect similar to the mark of Tenant. Landlord further agrees that it will not at any time do or cause to be done any act or thing directly or indirectly, contesting or in any way impairing or tending to impair any part of the Tenant's right, title and interest in the aforesaid mark, and Landlord shall not in any manner represent that it has ownership interest in the aforesaid mark or registrations therefor, and specifically acknowledges that any use thereof pursuant to this lease shall not create in Landlord any right, title or interest in the aforesaid mark.

Tenant shall have the option to erect at its sole cost and expense upon any portion of the demised premises signs of such height and other dimensions as Tenant shall determine, bearing such legend or inscription as Tenant shall determine. Tenant shall have the option to utilize the lighting standards in the parking lot for advertising purposes by attaching, or causing to be attached, signs advertising any and all products and services as Tenant shall elect.

Landlord shall not permit any other signs, billboards or posters to be displayed on any portion of the demised premises.

Prior to the date of occupancy by Tenant as defined in Article 11 hereof, Landlord shall, subject to Tenant's approval and applicable governmental laws, statutes and ordinances, at Landlord's sole cost and expense, install one (1) shopping center pylon sign at each of the two locations designated as "Shopping Center Pylon" on Exhibit B, attached hereto. Such pylon signs shall be designed to permit the installation of other identification signs on same and Tenant shall have the right to install or have installed its identification sign on either or both of such pylons. Landlord agrees that it will not allow the placement of other identification signs (other than the shopping center identification sign) on the shopping center pylons that shall be larger than the identification sign permitted to be placed on the shopping center pylons by Tenant and that Tenant's identification sign shall not be

subordinate to the identification sign or signs of any of Landlord's other tenants permitted to install identification signs on said pylons. Landlord further agrees that, except for the shopping center identification sign, no identification sign other than that of a shopping center tenant shall be placed on either of said shopping center pylons and that no tenant occupying a building of less than 10,000 square feet shall be permitted to place an identification sign on either of said shopping center pylons.

The tenant of the building depicted on Exhibit "B" as 45,600 square feet may install one (1) pylon sign in the location identified on Exhibit "B" as "tenant pylon", subject to the following limitations: 1) said tenant pylon shall be smaller in height and width than either of the shopping center pylons, 2) said tenant pylon shall not impair the visibility of either of the shopping center pylons or the K mart building, 3) said tenant pylon shall not result in a reduction in the size of either of the shopping center pylons or the K mart identification signs to be installed on said shopping center pylons due to governmental restrictions, 4) no more than one identification sign may be installed on the tenant pylon and said identification sign shall solely identify the then tenant of said 45,600 square foot building, 5) the identification sign installed on said tenant pylon shall be no larger in height or width than any of the K mart identification signs to be installed on the shopping center pylons, and 6) in the event said tenant pylon is installed, the tenant of the 45,600 square foot building shall not be permitted to place an identification sign on either of the shopping center pylons.

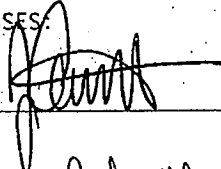
Landlord warrants that, except for the two (2) said shopping center pylons and the one (1) said tenant pylon, no additional pylon type signs shall be permitted on any portion of the shopping center premises located within the land described in Exhibit "A".

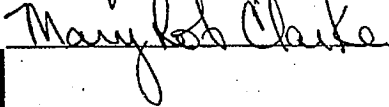
The sole purpose of this instrument is to give notice of said lease and all its terms, covenants and conditions to the same extent as if said lease were fully set forth herein.

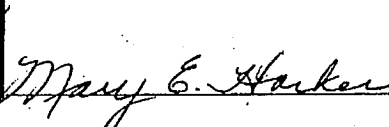
The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns. All covenants and agreements of this instrument and said lease shall run with the land.

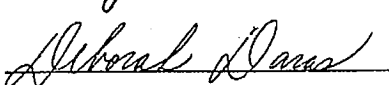
IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate as of the day and year first above written.

WITNESSES:

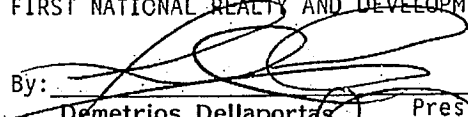


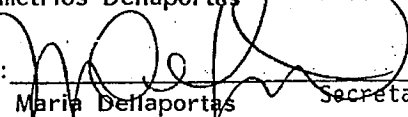




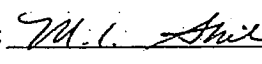


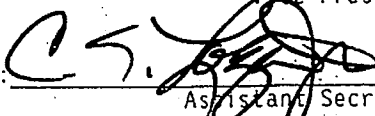
COMPANY
FIRST NATIONAL REALTY AND DEVELOPMENT, INC.

By: 
Demetrios Dellaportas President

Attest: 
Maria Dellaportas Secretary

K MART CORPORATION

By: 
M.L. Smith Vice President

Attest: 
Assistant Secretary



7416q

VOL 1953 PAGE 452

ACKNOWLEDGMENTS

STATE OF ILL.)
COUNTY OF COOK) ss:

I do hereby certify that on this 24th day of JAN., 1989, before me, _____, a Notary Public in and for the County and State aforesaid, and duly commissioned, personally appeared Demetrios Dellaportas and MARIA Dellaportas, known to me to be the President and Secretary of FIRST NAT. REALTY AND DEVELOPMENT CO. INC.

who, being by me duly sworn, did depose and say that they reside in _____ respectively; that they are the President and Secretary respectively of FIRST NATIONAL REALTY AND DEVELOPMENT CO. INC. the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that, on behalf of said corporation and by order of its board of directors, they signed, sealed and delivered said instrument for the uses and purposes therein set forth, as its and their free and voluntary act; and that they signed their names thereto by like order.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires:



Kim J. Granitz
Notary Public

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss:

I do hereby certify that on this 1st day of February, 1989, before me, Patricia A. Hewelt, a Notary Public in and for the County and State aforesaid, and duly commissioned, personally appeared M. L. Shiles and C. E. Latyan, Jr., known to me to be the Vice President and Assistant Secretary of K mart Corporation, who, being by me duly sworn, did depose and say that they reside in Birmingham, MI Rockester and

respectively; that they are the Vice President and Assistant Secretary respectively of K mart Corporation, the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that, on behalf of said corporation and by order of its board of directors, they signed, sealed and delivered said instrument for the uses and purposes therein set forth, as its and their free and voluntary act; and that they signed their names thereto by like order.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires: PATRICIA A. HEWELT
Notary Public, Macomb County, Mich. Patricia A. Hewelt
My Commission Expires July, 26 1992
Acting in Oakland County Notary Public

VCL 1953 PAGE 453

Jensen Surveying & Mapping

P.O. Box 322

ELKHORN, WISCONSIN 53121

414/723-3434

PARCEL A

That part of the West 1/2 of Section 24, T 3 N, R 22 E, 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 N89°08'05"W 326.13 feet from a cast iron monument with a brass cap marking the center of said Section 24; thence S0°08'19"E 478.22 feet; thence S89°51'41"W 96.00 feet; thence N0°08'19"W 20.00 feet; thence S89°51'41"W 64.00 feet; thence N0°08'19"W 90.00 feet; thence S89°51'41"W 544.40 feet; thence N0°08'19"W 542.97 feet to the south line of 21st Street; thence N88°27'33"E, along said south line, 152.10 feet; thence S66.47 feet along the arc of a curve to the right, radius 1333.69, whose chord bears S77°22'21"E 562.24 feet; thence S0°08'19"E 73.45 feet to the point of beginning. Parcel contains 383,378 square feet.

Original is a poor copy

Helene M. Schuttler
REGISTER OF DEEDS
Racine County, Wisconsin

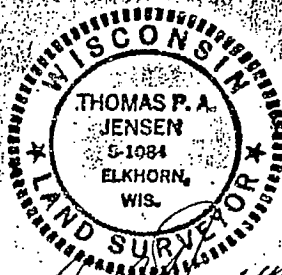


EXHIBIT A

Thomas P. A. Jensen
Jan 4, 1989

Jensen Surveying & Mapping

P.O. Box 322

ELKHORN, WISCONSIN 53121

414/723-3434

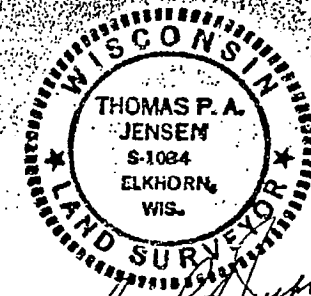
PARCEL B

That part of the Southwest 1/4 of Section 24, T 3 N, R 22 E, City of Racine, Racine County, Wisconsin described as follows: Commence 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; thence S0°08'19"E 478.22 feet to the point of beginning; thence continue S0°08'19"E 255.00 feet; thence S89°51'41"W 200.00 feet; thence S0°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, along said easterly line, 591.07 feet; thence N12°21'20"E, along said easterly line, 70.57 feet; thence, along said easterly line 280.15 feet, along the arc of a curve to the right, radius 16,310.22 feet, whose chord bears N14°23'41"E 280.14 feet; thence N84°51'E 195.00 feet; thence N69°29'E 222.08 feet; thence N18°07'E 12.42 feet; thence S63°13'21"E 151.47 feet; thence N89°51'41"E 107.00 feet; thence S0°08'19"E 86.82 feet; thence S89°51'41"W 100.00 feet; thence S0°08'19"E 114.00 feet; thence S44°51'41"W 13.58 feet; thence S89°51'41"W 70.50 feet; thence S44°51'41"W 84.00 feet; thence S0°08'19"E 22.00 feet; thence S89°51'41"W 120.50 feet; thence S0°08'19"E 105.00 feet; thence N89°51'41"E 360.00 feet; thence N0°08'19"W 205.85 feet; thence N89°51'41"E 544.40 feet; thence S0°08'19"E 90.00 feet; thence N89°51'41"E 64.00 feet; thence S0°08'19"E 20.00 feet; thence N89°51'41"E 96.00 feet to the point of beginning. Parcel contains 1,097,373 square feet.

Original is a poor copy

Helen M. Schutten
REGISTER OF DEEDS
Racine County, Wisconsin

EXHIBIT A



Thomas P.A. Jensen
June 4, 1987

Jensen Surveying & Mapping

P.O. Box 322

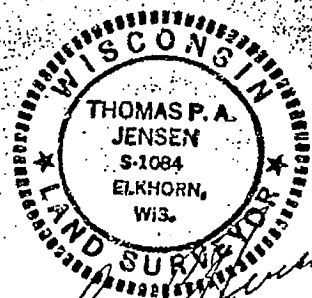
ELKHORN, WISCONSIN 53121

414/723-3434

PARCEL C

That part of the West 1/2 of Section 24, 1 S N, R 22 E, City of Racine, Racine County, Wisconsin described as follows: Commence 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; thence N0°08'19"W 73.45 feet to the south line of 21st Street; thence S56°49' feet along said south line, along the arc of a curve concave southerly, radius 1333.69 feet, whose chord bears N79°22'21"W 564.24 feet; thence S88°27'33"W, along said south line 152.09 feet to the point of beginning; thence continue S88°27'33"W, along said south line, 300.21 feet; thence S1°32'27"E 230.00 feet; thence 74.61 feet along the arc of a curve to the left, radius 47.50 feet, whose chord bears S46°32'27"E 67.18 feet; thence N88°27'33"E 3.75 feet; thence S63°15'21"E 151.47 feet; thence N89°51'41"E 107.00 feet; thence N0°08'19"W 352 feet to the point of beginning. Parcel contains 94,558 square feet.

This is a



Hein
REG
Racine (

EXHIBIT A

Thomas P.A. Jensen
Jan 4, 1987

Jensen Surveying & Mapping

P.O. Box 322

ELKHORN, WISCONSIN 53121

414/723-3434

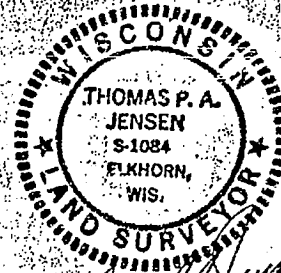
PARCEL D

That part of the Southwest 1/4 of Section 24, T 3 N, R 22 E, City of Racine, Racine County, Wisconsin described as follows: Commence 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; thence N0°08'19"W 73.45 feet to the south line of 21st St; thence S66°49' feet along said south line, along the arc of a curve concave southerly, radius 1333.69 feet, whose chord bears N79°22'21"W 564.24 feet; thence S88°27'33"W, along said south line 152.09 feet; thence S0°03'19"E 438.82 feet to the point of beginning; thence continue S0°08'19"E 310.00 feet; thence S89°51'41"W 360.00 feet; thence N0°08'19"W 105.00 feet; thence N89°51'41"E 120.50 feet; thence N0°08'19"W 22.00 feet; thence N44°51'41"E 84.00 feet; thence N89°51'41"E 70.50 feet; thence N44°51'41"E 13.58 feet; thence N0°08'19"W 114.00 feet; thence N37°51'41"E 100.00 feet to the point of beginning. Parcel contains 67,937 square feet.

had copy of the
original

W. Schuttler
ER OF DEEDS
ounty, Wisconsin

EXHIBIT A



Thomas P.A. Jensen
Jan 4, 1989

STORE # 3774
S.E. CORNER HWY. # 31 AND 21ST STREET
RACINE, WISCONSIN

SCALE:
100 FT. TO 1 INCH



va1953 mar458

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, executed as of the 14th day of August, 1992, by and between RACINE JOINT VENTURE, a Michigan partnership ("Landlord"), and OFFICEMAX, INC., an Ohio corporation ("Tenant"), who represent as follows:

1. The name and address of Landlord is Racine Joint Venture, a Michigan partnership, consisting of Jupiter Racine Partnership and Big Beaver Development Corporation, 31420 Northwestern Highway, Suite 100, Farmington Hills, Michigan 48334.

2. The name and address of Tenant is OfficeMax, Inc., 23355 Mercantile Road, Beachwood, Ohio 44122.

3. Tenant and Landlord entered into a certain Lease dated August 11, 1992 (the "Lease"), with respect to certain premises (the "Premises") located in the Shopping Center described on Exhibit "A" attached hereto and made a part hereof by this reference (the "Shopping Center").

4. The term of the Lease shall commence on the Commencement Date, as defined in the Lease, and will continue for fifteen (15) years. Tenant shall have the right to renew the term of the Lease for three (3) additional term(s) of five (5) years each, on the terms and conditions set forth in the Lease.

5. During both the initial term and renewal terms of the Lease, the Shopping Center is restricted from being used for certain purposes, as further described in the Lease.

6. During both the initial term and renewal terms of the Lease the Common Areas of the Shopping Center are to be available to Tenant for ingress and egress and parking purposes at all times.

7. This Memorandum of Lease may be executed in counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same instrument.

Register's Office
Racine County, Wis. } ss
Received for Record 10th day of June A.D. 1993 at 8:30
clock A. M. and recorded in Volume 2260
of Records on page 247-251

Thelen M. Schuttlen
Register of Deeds

VOL 2262 PAGE 247

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

WITNESSES:

RACINE JOINT VENTURE, a Michigan partnership

By: Jupiter Racine Partnership, partner

By: Jupiter Racine Limited Partnership, partner

By: Jupiter Racine, Inc., general partner

By: [Signature]
Don Smith, President

And *

"Landlord"

OFFICEMAX, INC., an Ohio corporation

By: [Signature]
Robert Hurwitz, Vice-Chairman

By: [Signature]
Michael Feuer, President and Chief Executive Officer

"Tenant"

~~TONI M. TRAFAS, Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date.
Section 147.03 R.C.~~

*By: Big Beaver Development Corporation, a Michigan corporation, partner

By: [Signature]

Its: [Signature]

[Signature]
Robert Kelly

[Signature]
Joni M. Trafas
[Signature]
Shirley J. Clark
[Signature]
Joni M. Trafas
[Signature]
Shirley J. Clark

[Signature]
KAREN MODELL
[Signature]
DEBRA A. PIEROU
DEBRA A. PIEROU

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 17th day of July, 1992, before me appeared Michael E. Dowdle, to me personally known, who being duly sworn did say that he is the Vice President of Big Beaver Development Corporation, a Michigan corporation, a partner of Racine Joint Venture, a Michigan partnership, who executed the within and foregoing instrument and as the Vice President said corporation, by authority of the Board of Directors, acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

DEBRA A. PERK
Notary Public, Oakland County, Michigan
My Commission Expires January 19, 1994

STATE OF Illinois)
) SS:
COUNTY OF Cook)

On this 11th day of August, 1992, before me personally appeared Don Smith, to me personally known, who, being by me duly sworn, did for himself say that he is the President of RACINE JOINT VENTURE, a Michigan partnership, by Jupiter Racine Partnership, partner, by Jupiter Racine Limited Partnership, partner, and by Jupiter Racine, Inc., general partner, and that said instrument was signed in behalf of said partnership.



Marilyn M. Schwanke
NOTARY PUBLIC

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, did personally appear OFFICEMAX, INC., an Ohio corporation, by Robert Hurwitz and Michael Feuer, its Vice-Chairman and President and Chief Executive Officer, respectively, who acknowledged to me that they did sign the foregoing instrument as such officers and that the same is their free act and deed, both individually and as such officers of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 21st day of February, 1992.

Toni M. Trafas
NOTARY PUBLIC

TONI M. TRAFAS, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

This Instrument Prepared By:

Toni M. Trafas, Esq.
Kahn, Kleinman, Yanowitz & Arnson Co., L.P.A.
The Tower at Erieview, Suite 2600
Cleveland, Ohio 44114
(216) 696-3311

RETURN
TO:

VOL 2262 PAGE 250

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1 - TAX PARCEL #23876-17

That part of the West 1/2 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, including part of Certified Survey Map No. 1169 and part of Certified Survey Map No. 1276, bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located N 89° 08' 05" W 326.13 feet from a brass-capped iron monument marking the center of said Section 24; run thence S 0° 08' 19" E 733.22 feet to an iron pipe; thence S 89° 51' 41" W 200.00 feet to an iron pipe; thence S 0° 08' 19" E 400.00 feet; thence S 89° 51' 41" W 652.51 feet to an iron rod marking the southeast corner of Certified Survey Map No. 1395; thence N 0° 08' 19" W, along the easterly boundary of said C.S.M. No. 1395, 323.00 feet to an iron rod; thence S 89° 51' 41" W, along the northerly boundary of said C.S.M. No. 1395, 640.00 feet to an iron rod on the easterly line of S.T.H. "31"; thence N 11° 49' 57" E, along the easterly line of said highway, 260.89 feet to an iron pipe; thence N 12° 21' 20" E, along the easterly line of said highway, 70.57 feet to an iron pipe; thence continue along the easterly line of said highway 280.15 feet along the arc of a curve concave easterly whose radius is 16310.22 feet and whose chord bears N 14° 23' 41" E 280.15 feet to an iron pipe marking the southwesterly corner of Certified Survey Map No. 1276; thence N 84° 51' 00" E, along the southerly boundary of said C.S.M. No. 1276, 195.00 feet to an iron pipe; thence N 69° 29' 00" E, along the southerly boundary of said C.S.M. No. 1276, 22.08 feet to an iron pipe; thence N 18° 07' 00" E, along the easterly boundary of said C.S.M. No. 1276, 12.42 feet; thence S 88° 27' 33" W 3.75 feet; thence 74.61 feet along the arc of a curve concave northeasterly whose radius is 47.50 feet and whose chord bears N 46° 32' 27" W 67.18 feet to the north line of said C.S.M. No. 1276, which is also the south line of Certified Survey Map No. 1169; thence N 1° 32' 27" W 230.00 feet to the north line of said C.S.M. No. 1169, which is also the south line of 21st Street; thence N 88° 27' 33" E, along the south line of 21st Street, 452.31 feet to an iron pipe; thence continue along the south line of 21st Street 566.49 feet along the arc of a curve concave southerly whose radius is 1333.69 feet and whose chord bears S 79° 22' 21" E 562.24 feet to an iron pipe; thence S 0° 08' 19" E 73.45 feet to the point of beginning.

Parcel 2 - TAX PARCEL #23876-40

Lot 1, Certified Survey Map No. 1395, recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 20, 1989 in Volume 4 of Certified Survey Maps on pages 351-352 as Document No. 1276690, located in the North 1/2 of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

DOCUMENT #

1709213

DECLARATION OR NOTICE OF LEASE

Document Number

Document Title

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

1999 NOV 22 AM 9:26

MARK A. LADD
REGISTER OF DEEDS

2981

683-1689

VOL

PAGE

22
Recording Area

Name and Return Address

FIRST AMERICAN TITLE INSURANCE CO.
228 EAST 45TH STREET
NEW YORK, NEW YORK 10017-3303
ATTN: JACKIE MOHRMAN EBERHARD

Parcel Identification Number (PIN)

This information must be completed by submitting: document title, name & return address, and PIN (if required). 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. Note: Use of this cover page adds one page to your document and \$7.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

DECLARATION OR NOTICE OF LEASE

THIS INDENTURE, made the 31 day of November, 1999, by BSQ TRANSFEREE CORP. ("BSQ"), a Delaware corporation, with an office at 1801 McCormick Drive, Largo, Maryland 20774, as lessee, and Racine Joint Venture, with an office at 9725 North Michigan Avenue, Chicago, Illinois 60611, (hereinafter "Lessor").

WHEREAS, Lessor owns the premises described on Exhibit "A" annexed hereto in fee; and

WHEREAS, by Lease dated as of March 10, 1994, as amended ("the Lease"), Lessor leased the premises as described in the Lease (the "Premises") to Builders Square, Inc. ("BSI"), BSQ's predecessor in interest; and

WHEREAS, it is the intention of BSQ by means of this Indenture to give notice to all persons of the existence of the leasehold estate created by the aforementioned Lease;

NOW, THEREFORE, it is declared that:

1. BSQ is the holder of the tenant's interest in the Premises under the aforementioned Lease;
2. the Lease has a commencement date of March 10, 1994 and an initial expiration date of April 30, 2018. Said Lease also contains provisions by which tenant may renew the Lease until a final expiration date of January 31, 2069 provided certain conditions are met; and
3. the full Lease is to be on file at the offices of HOME DEPOT U.S.A., INC., with an address at 2455 Paces Ferry Road, Building C, 20th Floor, Legal Department-Senior Real Estate Counsel, Atlanta, Georgia 30339.

IN WITNESS WHEREOF, BSQ has executed this
indenture on the date and year above written.

BSQ TRANSFEREE CORP., a
Delaware company, Debtor
and Debtor In Possession

By: *Richard J. Lytle Jr.*
Name: *Richard J. Lytle Jr.*
Title: CEO

STATE OF Montgomery
COUNTY OF Prince George's ss.:

On the 3 day of November, 1999, before me personally came Richard Lynch Jr., to me known, who, being by me duly sworn, did depose and say that he resides at Takoma Park, MD he is the CEO of BSA Transference Corp., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporation seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Nancy M. Mueller
Notary Public

My Comm. Expires: 10-15-2001

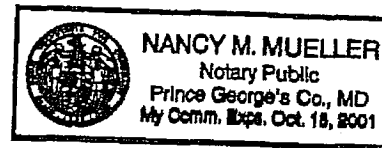


EXHIBIT A
Legal Description of Leased Premises

See Attached

Legal Description

PARCEL I:

That part of the West One-half (1/2) of Section Twenty-four (24), in Township Three (3) North, Range Twenty-two (22) East, in the City of Racine, County of Racine, State of Wisconsin, including part of CERTIFIED SURVEY MAP NO. 1169 and part of CERTIFIED SURVEY MAP NO. 1276, bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located North 89°08'05" West 326.13 feet from a brass-capped iron monument marking the center of said Section 24; run thence South 00°08'19" East 733.22 feet to an iron pipe; thence South 89°51'41" West 200.0 feet to an iron pipe; thence South 00°08'19" East 400.0 feet; thence South 89°51'41" West 652.51 feet to an iron rod marking the Southeast corner of Certified Survey Map No. 1395; thence North 00°08'19" West, along the Easterly boundary of said Certified Survey Map No. 1395, 323.0 feet to an iron rod; thence South 89°51'41" West, along the Northerly boundary of said Certified Survey Map No. 1395, 640.0 feet to an iron rod on the Easterly line of State Trunk Highway "31"; thence North 11°49'57" East, along the Easterly line of said highway, 260.89 feet to an iron pipe; thence North 12°21'20" East, along the Easterly line of said highway, 70.57 feet to an iron pipe; thence continue along the Easterly line of said highway 280.15 feet along the arc of a curve concave Easterly whose radius is 16,310.22 feet and whose chord bears North 14°23'41" East, 280.15 feet to an iron pipe marking the southwesterly corner of Certified Survey Map No. 1276; thence North 84°51'00" East, along the Southerly boundary of said Certified Survey Map No. 1276, 195.0 feet to an iron pipe; thence North 69°29'00" East, along the Southerly boundary of said Certified Survey Map No. 1276, 222.08 feet to an iron pipe; thence North 18°07'00" East, along the Easterly boundary of said Certified Survey Map No. 1276, 12.42 feet; thence South 88°27'33" West, 3.75 feet; thence 74.61 feet along the arc of a curve concave Northeasterly whose radius is 47.5 feet and whose chord bears North 46°32'27" West, 67.18 feet to the North line of said Certified Survey Map No. 1276, which is also the South line of Certified Survey Map No. 1169; thence North 01°32'27" West 230.0 feet to the north line of said Certified Survey Map No. 1169, which is also the South line of 21st Street; thence North 88°27'33" East, along the South line of 21st Street, 452.31 feet to an iron pipe; thence continue along the South line of 21st Street 566.49 feet along the arc of a curve concave Southerly whose radius is 1333.69 feet and whose chord bears South 79°22'21" East, 562.24 feet to an iron pipe; thence South 00°08'19" East, 73.45 feet to the point of beginning. EXCEPTING therefrom Certified Survey Map No. 1528, being a redivision of a portion of Lot 1, Certified Survey Map No. 1395, in the Northwest 1/4 of the Southwest 1/4 of Section 24 and unplatted lands located in the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin.

Excepting therefrom Certified Survey Map No. 1986 recorded on September 5, 1997 in Volume 6 of Certified Survey Map at page 70, as Document No. 1593585.

PARCEL II:

(continued)

Lot One (1) of CERTIFIED SURVEY MAP NO. 1395, located in the North One-half (1/2) of the Southwest One-quarter (1/4) of Section Twenty-four (24), in Township Three (3) North, Range Twenty-two (22) East, in the City of Racine, County of Racine, State of Wisconsin, recorded in the Office of the Register of Deeds for Racine County on February 20, 1989 in Volume 4 of Certified Survey Maps at Pages 351 and 352, as Document No. 1276690, EXCEPTING therefrom Certified Survey Map No. 1528, being a Redivision of a portion of Lot One (1), Certified Survey Map No. 1395, in the Northwest One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Twenty-four (24) and unplatted lands located in the Northwest One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Twenty-four (24), in Township Three (3) North, Range Twenty-two (22) East, in the City of Racine, County of Racine, State of Wisconsin.

PARCEL III:

Non-exclusive easements as granted by Toys "R" Us, Inc., to Kmart Corporation by the Reciprocal Easement and Operation Agreement dated July 2, 1991, recorded July 2, 1991 in Volume 2078 of Records, Pages 789 through 812, as Document No. 1343832.

Tax Key Nos. 276-000023876017 and
276-000023876040

dp/mc

DOCUMENT #

1709214

ASSIGNMENT OF LEASE

Document Number

Document Title

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

1999 NOV 22 AM 9:26

MARK A. LADD
REGISTER OF DEEDS

20-
Recording Area

Name and Return Address

DICK V. PETERSON, ESQ.
DICKSON, WRIGHT, MOON, VANDUSEN &
FREEMAN
525 N. WOODWARD, SUITE 2000
BLOOMFIELD HILLS, MI 48304

276-000023876017

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). 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. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

ASSIGNMENT OF LEASE

BUILDERS SQUARE, INC., a Delaware corporation, with offices at 9725 Datapoint Drive, San Antonio, Texas 78229 ("**Assignor**") for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, to it paid by **KMART CORPORATION**, a Michigan corporation with offices at 3100 West Big Beaver Road, Troy, MI 48084 ("**Assignee**"), receipt of which is hereby acknowledged, effective the date hereof, does hereby assign, transfer and set over unto Assignee all of Assignor's right, title and interest in and to the lease, amendments and agreements, if any, described on **Schedule I** which is annexed hereto and made a part hereof (the "**Lease**"), together with all rights and interest of Assignor in and to the premises demised by the Lease and all easements, covenants, restrictions and other hereditaments and appurtenances relating thereto (collectively the "**Premises**") which Premises includes the land described on **Exhibit A** which is annexed hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever.

Assignee hereby accepts this Assignment as of the date hereof.

This Assignment of Lease shall inure to the benefit of and shall be binding upon the parties hereto, their successors, transferees and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Lease to be duly executed this 14th day of February, 1997.

WITNESSED:

ASSIGNEE:

KMART CORPORATION

Bernice E. Komrals
Christine Kowalik
Christine Kowalik

By: [Signature]
Its: LARRY E. CARLSON
VICE PRESIDENT

ASSIGNOR:

BUILDERS SQUARE, INC.

Bernice E. Komrals
Christine Kowalik
Christine Kowalik

By: [Signature]
Its: M.J. VIOLA
VICE PRESIDENT

Drafted by:

Robert V. Peterson, Esq.
Dickinson, Wright, Moon,
Van Dusen & Freeman
525 North Woodward, Suite 2000
Bloomfield Hills, MI 48304

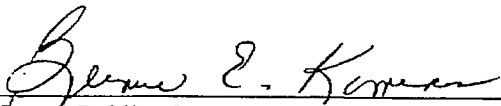
Wisconsin

ACKNOWLEDGMENTS

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 14th day of February, 1997
by Larry E. Carlson, the Vice President of KMART
CORPORATION.

WITNESS my hand and official seal.



Notary Public, County of Oakland
State of Michigan

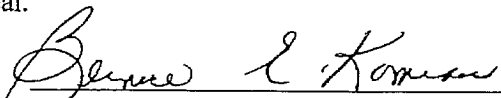
My Commission Expires: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

BERNICE E. KOMRAUS
Notary Public, Oakland County MI
My Commission Expires May 4 1997

The foregoing instrument was acknowledged before me this 4th day of February, 1997
by M.J. Viola, the Vice President of
BUILDERS SQUARE, INC.

WITNESS my hand and official seal.



Notary Public, County of Oakland
State of Michigan
My Commission Expires: _____

BERNICE E. KOMRAUS
Notary Public, Oakland County MI
My Commission Expires May 4 1997

Wisconsin

SCHEDULE I

1. Master Lease:

a. Lease dated March 10, 1994, between RACINE JOINT VENTURE, as landlord, and Builders Square, Inc., as tenant.

b. Memorandum of Lease dated March 10, 1994 between RACINE JOINT VENTURE as landlord and Builders Square, Inc., as tenant.

AA00B63A0D BL01 145234-1

EXHIBIT "A"

Builders Square

That part of the West 1/2 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, described as follows: Commence at a point on the East-West 1/4 line of said Section 24 located N 89 08'05" W 326.13 feet from a brass capped iron monument marking the Center of said Section 24; thence S 0 08'19" E 733.22 feet; thence S 89 51'41" W 200.00 feet; thence S 0 08'19" E 138.00 feet; thence S 89 51'41" W 287.44 feet to a corner of the Builders Square building and the Point of Beginning; thence S 0 08'19" E, along the East line of said Builders Square building, 117.00 feet to the Southeast Corner of said building; thence S 89 51'41" W, along the South line of said building, 441.00 feet to the Southwest corner of said Builders Square building; thence continue S 89 51'41" W, along the extension of said South line, 160.00 feet; thence N 0 08'19" W 417.00 feet; thence N 46 52'00" E 124.66 feet; thence N 54 57'00" E 185.18 feet; thence N 89 51'41" E 317.00 feet to a point on the extension of an East line of the Builders Square building; thence S 0 08'19" E, along said extension, 351.00 feet to a northeasterly corner of said building; thence continue S 0 08'19" E, along said East line, 140.00 feet to a building corner; thence N 89 51'41" E, along said building, 41.00 feet to the Point of Beginning.

Said parcel contains 7.431 acres (323,704 sq.ft.) of land, more or less.

Racine WI
#1362

RECORDED _____

1999 NOV 22 AM 9:27

MARK A. LADD
REGISTER OF DEEDS

Prepared by and after
recording return to:

Nancy M. Olson, Esq.
Skadden, Arps, Slate, Meagher
& Flom (Illinois)
333 West Wacker Drive
Suite 2100
Chicago, Illinois 60606

46-

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of the 10th day of November, 1999 (the "Effective Date"), by and between Kmart Corporation, a Michigan corporation, having an office at 3100 West Big Beaver Road, Troy, Michigan 48084 ("Assignor"), and Home Depot, U.S.A., Inc., a Delaware corporation, having an office at 2455 Paces Ferry Road, NW, Atlanta, Georgia 30339 ("Assignee").

WITNESSETH:

WHEREAS, pursuant to that certain lease, dated as of March 10, 1994 (the "Lease"), Builders Square, Inc. ("BSI") leases from Racine Joint Venture ("Master Landlord") certain nonresidential real property located in Racine, Wisconsin (the "Premises"), all as more fully described in the Lease;

WHEREAS, BSI assigned its interest as tenant under the Lease to Assignor by Assignment of Lease, dated February 14, 1997, attached hereto and incorporated herein as Exhibit A;

WHEREAS, pursuant to that certain sublease, dated as of February 14, 1997 (the "Sublease"), Assignor subleases the Premises to BSI, which assigned its interest as subtenant to BSQ Transferee Corp. ("BSQ") by Assignment of Sublease dated September 24, 1997;

2981 696-714

WHEREAS, pursuant to that certain sublease, dated September 26, 1997 (the "Sub-sublease"), BSQ Transferee Corp. ("BSQ") sub-subleases the Premises to Hechinger Investment Company of Delaware, Inc. ("Hechinger");

WHEREAS, on June 11, 1999, Hechinger and related and affiliated entities filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and has since continued in the operation of its business and management of its property pursuant to sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") has, pursuant to an order dated October 1, 1999 (such order, the "Order"), authorized the implementation of the following items with respect to certain assets of the Seller: (i) Notice of Sale and (ii) Bidding Procedures;

WHEREAS, on _____, 1999, pursuant to the Order, Hechinger and Kimco Realty Corporation, a Maryland corporation ("Kimco") entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement");

WHEREAS, Kimco has designated that Assignor assign the Lease to Assignee as allowed by the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, Hechinger, Assignor and Assignee agreed (i) that the Sublease and the Sub-sublease shall be terminated and (ii) Assignor shall sell and assign the Lease to Assignee and Assignee shall accept and assume the Lease;

WHEREAS, on November 1, 1999, the Bankruptcy Court approved the Order and the transactions described therein (the "Assignment Order"); and

WHEREAS, Assignor desires to assign and transfer all of its right, title and interest in the Lease and the estate created thereby to Assignee and Assignee, subject to the terms of this Agreement, desires to purchase and accept such assignment and assume all rights, duties and obligations of the Assignor under the Lease arising on and after the date hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth hereinafter, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. ASSUMPTION, ASSIGNMENT AND SALE OF THE LEASE.

1.1 Upon the terms and conditions hereinafter set forth, Assignor hereby assigns and sells all of its right, title and interest in, under and to the Lease to Assignee, subject to the covenants and conditions contained herein and therein. Except as otherwise set forth in the Assignment Order, such sale shall be subject to any exceptions to title and any other matters which would be disclosed by an accurate survey which may affect the Lease and/or the Premises as of the date of this Agreement and to any exceptions to title and any other matters which would be disclosed by an accurate survey and which may affect the Lease and/or the Premises and which arise after the date of this Agreement other than as a result of the intentional acts or omissions of Assignor after the date hereof.

1.2 Subject to Section 1.4 hereof, from and after the Effective Date, (a) Assignor shall have no further responsibilities, obligations, or responsibilities in respect of any claims arising from or relating to the Lease attributable to periods from and after the Effective Date and (b) Assignee (i) accepts the sale and assignment of Assignor's right, title and interest in, under and to the Lease, (ii) agrees to be bound by and subject to all of the terms, covenants and conditions of the Lease as now in effect and as amended from time to time from and after the date hereof, (iii) assumes and agrees to perform all of the obligations of the tenant under the Lease arising and accruing from and after the date hereof, (iv) shall be solely responsible for any and all covenants, obligations and responsibilities arising under, or out of, or relating to the Lease with respect to the period from and after the date hereof, and (v) agrees to indemnify, defend and hold harmless Assignor and its subsidiaries and affiliates and any of its or their directors, officers or employees from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses including, without limitation, interest and penalties (collectively, "Losses") incurred by Assignor or its subsidiaries or affiliates or any of its or their officers, directors or employees by reason of (a) any failure to pay and perform any of the obligations of the tenant under the Lease accruing from and after the date hereof or as otherwise required hereunder, (b) any and all payments or performance required of Assignor under that certain Guaranty by Assignor in favor of Master Landlord (the "Guaranty") arising from Assignee's failure to pay or perform any of the obligations of the tenant under the Lease from and after the Effective Date or (iii) the incurrence by Assignor of reasonable out-of-pocket costs of enforcement (excluding any internal administrative costs of Assignor) of any terms, covenants or agreements contained in this Agreement. Assignor shall be responsible for all Lease obligations arising or accruing prior to the Effective Date, except as provided in Section 1.4(b).

1.3 Without limiting anything in Section 1.2 hereof, the obligations hereby assumed by Assignee shall include the obligations (to the extent the same are obligations under the Lease) to pay percentage rent, real estate taxes and common area maintenance to the extent such amounts accrue and become due after the date hereof.

1.4 Except as otherwise agreed to in writing by Assignor and Assignee, Assignee shall not be liable for the payment of any monies due under the Lease and attributable to periods prior to the Effective Date including, but not limited to, base rent and additional rent (excluding renovations or repairs required under the Lease if denominated as "additional rent"), taxes, assessments, common area maintenance fees and other charges related to the Lease and/or Premises; provided, however, that Assignee shall (a) be solely responsible for any and all base rent, additional rent, percentage rent, taxes of any kind or nature, assessments, common area maintenance fees, insurance and any other charges arising under the Lease from and after the Effective Date and (b) be solely responsible for the performance of any repairs or maintenance required under the Lease from and after the date hereof (regardless of whether the need for such repairs or maintenance arose prior to the date hereof). Assignor shall be responsible for all Lease obligations arising or accruing prior to the Effective Date, except as provided in Section 1.4(b).

1.5 All taxes or special assessments (based upon the most recent ascertainable taxes if current tax information is not available) relating to the Premises or the Lease and all other costs of operation, maintenance, or repair (except as otherwise provided in Section 1.4(b)) which are customarily apportioned on the transfer of similar types of property (including, without limitation, common area maintenance costs, insurance premiums payable to landlords and the like) relating to the Premises or the Lease which are due and payable before Closing (as hereinafter defined) or after the Closing (which relate to periods prior to the Closing) shall be the responsibility of Assignor and shall be prorated as of the date the Order is entered by the Bankruptcy Court.

1.6 All rent (including additional rent) due and payable under the Lease shall be prorated as of the date of the Closing and any special assessments relating to the Premises for any post-Closing period shall be paid by Assignee.

1.7 All percentage rent based on sales, if any, payable under the Lease for the fiscal period in which the Closing occurs shall be prorated based upon the ratio by which sales made at the Premises bears to the aggregate sales made for

the relevant lease period for which percentage rents are computed. (Assignor and Assignee hereby acknowledge that percentage rent shall not be apportioned pursuant to this Agreement unless Assignee opens for business in the Premises during the applicable fiscal period for which percentage rent is calculated).

1.8 Assignor and Assignee agree to adjust between themselves after Closing any errors or omissions in the prorations or adjustments set forth in the closing statement and any other prorations or adjustments made pursuant to this Agreement. Notwithstanding anything contained herein to the contrary, such apportionments shall be deemed final and not subject to further post-Closing adjustments if no such adjustments have been requested upon the earlier to occur of (a) thirty (30) days after such time as all necessary information is available to make a complete and accurate determination of such apportionments or (b) four (4) months after the date of the Closing.

1.9 Except as otherwise agreed to in writing by Assignor and Assignee, the closing of the transactions contemplated hereby (the "Closing") shall be deemed to have occurred on the date on which Assignee shall have delivered to Assignor (or Kimco, as applicable) all closing documents and monies pursuant to the terms hereof.

1.10 Unless otherwise set forth herein or agreed to in writing by Assignor and Assignee, sale of the Lease shall not include personal property, inventory, trade fixtures, or other furnishings located in the Premises. Assignor reserves the right either to sell such personal property to Assignee or any other party, to abandon any or all of the personal property, inventory, trade fixtures, or other furnishings located in the Premises, or to make such other arrangements as may be appropriate. In the event of abandonment, of any such personal property, inventory, trade fixtures, or other furnishings, Assignee shall be responsible for the removal thereof.

1.11 The sale of the Lease is "AS IS, WHERE IS AND WITH ALL FAULTS", provided Assignee shall have no liability with regard to the payment of rent, additional rent, taxes, common area maintenance fees or other charges under the Lease attributable to periods prior to the date hereof. Assignor, Hechinger, Kimco and their respective subsidiaries and affiliates, and, except as provided herein, each of such parties' respective officers, directors, employees, agents, contractors, attorneys and real estate consultants are not making nor will they make and expressly disclaim making, and Assignee acknowledges that none of them have made, any written or oral statements, representations, warranties, promises or guarantees,

whether express, implied or by operation of law or otherwise, with respect to the Lease, the Premises or the accuracy or completeness of any information provided.

1.12 No right to use Assignor's corporate name or trade names or its signage is being conveyed to Assignee hereunder.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF ASSIGNEE.

Assignee represents and warrants or covenants as follows:

2.1 Assignee is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is authorized to transact business as a foreign corporation in the State of Wisconsin. Assignee has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary action to authorize the execution and performance of this Agreement and the consummation of the transactions contemplated herein.

2.2 If Assignee operates as part of a group of affiliates (the "Affiliated Group"), Assignee owns substantially all of the assets of, and is the primary operating entity of, the Affiliated Group. Notwithstanding anything herein to the contrary, Assignee shall not, in any manner, transfer assets to any member of the Affiliated Group such that Assignee no longer owns substantially all of the assets of Affiliated Group unless the Lease is assigned to such member of the Affiliated Group in accordance with Section 4.4 hereto.

2.3 This Agreement constitutes a valid and binding obligation of Assignee, enforceable against Assignee in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditor's rights generally from time to time in effect and to general equitable principles. Neither the execution and delivery of this Agreement and all documents contemplated hereunder to be executed by Assignee, nor the performance of the obligations of Assignee hereunder or thereunder will result in the violation of any law or any provision of the organizational documents of Assignee or will conflict with any order or decree of any court or governmental instrumentality of any nature by which Assignee is bound.

2.4 In performing under the terms of the Lease, Assignee shall comply in all material respects with the terms and conditions of the Lease, and all

applicable federal, state and local laws, ordinances, rules and regulations in respect of the Lease.

2.5 No actions or proceedings have been instituted against Assignee or, to its knowledge, have been threatened against Assignee, that will affect the consummation of this Agreement or the transactions contemplated hereunder.

2.6 As of the date hereof, Assignee has the financial resources and funds available to satisfy all of its obligations (i) under the Lease and (ii) in this Agreement, at the time and in the manner set forth in this Agreement.

2.7 Assignee acknowledges that (i) it has been provided with access to the preliminary commitment to provide title insurance prepared by the First American Title Insurance Company (the "Title Insurer") with respect to the Lease, and that Assignee may obtain title insurance with respect to the Lease at its own discretion and its sole cost and expense and (ii) Assignor and its officers, directors, employees, agents and contractors, its attorneys, Skadden, Arps, Slate, Meagher & Flom (Illinois), and its real estate consultants are not making nor will they make and expressly disclaim making any representations or warranties with respect to the accuracy of any such commitment.

2.8 Assignee acknowledges that no representations, promises or inducements of any kind, except as expressly set forth herein, have been made to Assignee by Assignor or anyone else to induce Assignee to sign this Agreement.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF ASSIGNOR.

Assignee represents and warrants or covenants as follows:

3.1 Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan and is authorized to transact business as a foreign corporation in the State of Wisconsin. Assignor has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary action to authorize the execution and performance of this Agreement and the consummation of the transactions contemplated herein.

3.2 This Agreement constitutes a valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms, subject to

applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditor's rights generally from time to time in effect and to general equitable principles. Neither the execution and delivery of this Agreement and all documents contemplated hereunder to be executed by Assignor, nor the performance of the obligations of Assignor hereunder or thereunder will result in the violation of any law or any provision of the organizational documents of Assignor or will conflict with any order or decree of any court or governmental instrumentality of any nature by which Assignor is bound.

4. GENERAL PROVISIONS; MISCELLANEOUS.

4.1 Risk of Loss. On and after the date hereof, risk of casualty loss shall pass to Assignee and Assignee shall be solely responsible for providing insurance to cover any risk of such loss or damage to the Premises under the Lease.

4.2 Defaults by Assignee as Tenant Under Lease. Within five (5) days after receiving any notice from Master Landlord relating to any default or failure in the performance of the obligations of the tenant under the Lease or the termination of the Lease as a result thereof, Assignee shall forward a copy of such notice to Assignor. If Assignee is in default under the provisions of the Lease or this Assignment, and if Assignee fails to cure such default or such other action as is necessary to prevent the exercise by Master Landlord of any rights or remedies under the Lease within five (5) days less than the cure period set forth in the Lease for the curing of such a default following receipt of notice from Master Landlord or Assignor specifying the nature of such default, then Assignor may reenter the Premises, with or without process of law, and cure such default, in which event Assignee shall promptly reimburse Assignor for all costs and expenses including, but not limited to, reasonable attorney's fees, with regard thereto. In the event Assignee receives notice from Master Landlord of the intention of Master Landlord to terminate the Lease as a result of any default or failure in the performance of the obligations of the tenant under the Lease, at Assignor's option, Assignor may repossess and enjoy the Premises as of Assignor's first and former estate and either declare this Agreement to be terminated and of no further force and effect or, without terminating the same, Assignor may reassign the Lease to itself or others or sublet the Premises to itself or others, in whole or in part, for the account of Assignee, in which event Assignee shall promptly reimburse Assignor for any rent deficiencies and other charges, costs, reasonable attorneys fees or expenses so incurred by Assignor with respect thereto. Notwithstanding the foregoing, in the event the Guaranty is terminated and Assignor is released from all of its obligations under the Guaranty and the Lease, this Section 4.2 shall have no further force or effect.

4.3 Bankruptcy. If (a) Assignee or any successor assignee files a voluntary petition in bankruptcy or a petition or answer or other proceeding seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Code, (b) an involuntary position petition in bankruptcy against Assignee or any successor assignee or petition or answer made by a person other than Assignee seeking a reorganization, arrangement, composition, readjustment, liquidation, or other relief against Assignee or any successor assignee of the same or different kind under any other provision of the Bankruptcy Code, be filed, or if a receiver be appointed having jurisdiction of the business, property or assets of Assignee or any successor assignee on the Premises, and, in any such events, if Assignee or any successor assignee shall not promptly commence and expeditiously pursue an action to dismiss any such involuntary petition or answer or to vacate such receivership and if, after diligently exhausting its remedies, such petition is not dismissed or the receivership is not vacated or (c) Assignee or any successor assignee makes an assignment for the benefit of a creditor (collectively, a "Bankruptcy Proceeding"); and if the Premises are involved in a Bankruptcy Proceeding pursuant to which Assignee or any successor assignee (collectively, "Debtor") would have a right to reject the Lease as an executory contract under the Bankruptcy Code, or to otherwise terminate the Lease, then at least thirty (30) days prior to filing any motion to reject the Lease under the Bankruptcy Code, or otherwise terminating the Lease, the Debtor shall notify Assignor of its intent to reject or terminate the Lease and the Debtor shall offer to reassign the Lease to Assignor, without prejudice to Assignor's rights to file proof of claim and recover damages on account of such reassignment as if and to the extent Assignor were in the place and stead of Master Landlord and such reassignment were actually a rejection or other termination of the Lease. If Assignor, at its sole option, accepts a reassignment of the Lease from the Debtor and if Assignor suffers any loss or damage including, but not limited to, any rent deficiency upon a subsequent assignment or subletting of all or any portion of the Premises, the Debtor shall reimburse Assignor for all such loss or damage including, but not limited to, reasonable attorneys fees, in connection with the reassignment of the Lease to Assignor and the subsequent assignment to another or a subletting of all or any portion of the Premises. Notwithstanding the foregoing, in the event the Guaranty is terminated and Assignor is released from all of its obligations under the Guaranty and the Lease, this Section 4.3 shall have no further force or effect.

4.4 Assignment. Assignee may assign the Lease without the prior written consent of Assignor; provided, however, Assignee shall not assign the Lease to any entity which would operate the Premises as a Walmart or Target without the

prior written consent of Assignor, which consent may be withheld in Assignor's sole discretion. Notwithstanding any further assignment of the Lease by Assignee as provided herein or any release by the Master Landlord of any obligations of Assignee under the Lease, Assignee hereby agrees and acknowledges that Assignee shall remain fully liable to Assignor under this Assignment and shall not in any way whatsoever be released from any of the obligations or liabilities of Assignee set forth herein. Notwithstanding the foregoing, in the event the Guaranty is terminated and Assignor is released from any and all of its obligations under the Guaranty and the Lease, the prohibition on Assignee's right to assign the Lease set forth in this Section 4.4 shall have no further force and effect.

4.5 Brokers. Assignor and Assignee each represents to the other that it has not dealt with any party acting as a broker or sales agent in connection with the transactions described in this Agreement. Each party agrees to indemnify and hold harmless the other party from and against any and all claims, expenses, fees or costs, including reasonable attorney's fees and disbursements, as a result of claims made by any person for brokerage commissions, or other fees, with respect to the transactions described in this Agreement, as a result of the untruth of the representations of the indemnifying party under this Section 4.5.

4.6 Entire Agreement; Additional Terms and Conditions. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof as of the time this Agreement is executed and merges and supersedes all prior discussions, agreements and understandings of every and any nature between them and no warranty or representation shall be implied other than as expressly set forth or provided for in this Agreement.

4.7 Force Majeure. Neither party shall be liable to the other for failure or delay in performance of any of its obligations under this Agreement caused by floods, earthquakes, other Acts of God, fires, wars, riots, strikes and similar hostilities, government regulations or actions, or other causes beyond such party's control or, without limitation, for any consequential or incidental damages arising from any of the foregoing.

4.8 Notices. Any notice, demand, request or other communication required to be given pursuant to the terms hereunder shall be in writing and either (i) sent by certified mail, return receipt requested, (ii) hand-delivered, with receipt acknowledged, (iii) sent by overnight courier, with receipt acknowledged or (iv) sent by facsimile with follow up by (i), (ii) or (iii) above and addressed to the party to receive the notice at the following addresses:

If to Assignor: Kmart Corporation
3100 West Big Beaver Road
Troy, Michigan 48084
Attention: Vice President, Real Estate
Telephone: _____
Facsimile: (248) 643-2689

with a copy to: Skadden, Arps, Slate, Meagher & Flom (Illinois)
333 West Wacker Drive
Suite 2100
Chicago, Illinois 60606
Attention: Marian P. Wexler, Esq.
Telephone: (312) 407-0620
Facsimile: (312) 407-0411

If to Assignee: Home Depot U.S.A., Inc.
2455 Paces Ferry Road NW
Building C, 20th Floor
Atlanta, Georgia 30339
Attention: Legal – Senior Real Estate Counsel
Telephone: _____
Facsimile: _____

with a copy to: Home Depot U.S.A., Inc.
2455 Paces Ferry Road NW
Building C, 19th Floor
Atlanta, Georgia 30339
Attention: Real Estate Department
Telephone: _____
Facsimile: _____

with a copy to: Altman Kritzer & Levick, P.C.
6400 Powers Ferry Road NW, Suite 224
Atlanta, Georgia 30339
Attention: Charles L. Wood, Esq.
Telephone: (770) 951-6598
Facsimile: (770) 303-1136

Either party may change its address for notices by giving written notice to the other party, as aforesaid. Any notice shall be deemed received on the day received or receipt is refused. Inability to deliver because of changed address of which no notice was given shall be deemed a receipt of such notice.

4.9 Successors and Assigns. The terms, conditions and covenants of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective nominees, successors, beneficiaries and permitted assignees. Assignee may not transfer, assign or encumber this Agreement or any interest herein, by operation of law or otherwise.

4.10 Parties' Expenses. Except as otherwise provided in this Agreement, each party hereto shall pay its own expenses, including attorneys' and accountants, fees, in connection with this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby. Notwithstanding the foregoing, if any action is brought by either party against the other party, the prevailing party shall be entitled to recover court costs incurred and reasonable attorneys' fees and costs.

4.11 Construction; Headings. When used herein, the term "including" shall mean "including without limitation" unless otherwise specifically provided; all other language in this Agreement shall be construed simply according to its fair meaning, and not strictly for or against any of the parties hereto. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require. The headings in this Agreement are for convenience only, and are not to be utilized in construing the content or meanings of any of the provisions hereof and shall not be deemed to constitute a part of this Agreement.

4.12 Amendments. This Agreement may not be modified, amended, discharged or terminated nor may any of the obligations of the parties hereunder be waived, except by a written instrument executed by the parties hereto.

4.13 Severability. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or enforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of any other provision of this Agreement.

4.14 Governing Law. This Agreement shall be construed, interpreted and governed by the laws of the State in which the Premises is located.

4.15 Not a Joint Venture. Assignor and Assignee each acknowledge and agree that the relationship between them is that of seller/assignor and buyer/assignee and this Agreement does not constitute a partnership, joint venture or any other association between them.

4.16 Submission of Agreement. The submission of this Agreement to Assignee or Assignee's broker, agent or attorney for review or signature does not constitute an offer to sell the Lease, nor does it grant an option or other right to purchase the Lease. This writing shall have no binding force or effect until executed and delivered by Assignee and Assignor.

4.17 Counterparts. This Agreement may be executed simultaneously or in two (2) or more counterparts, each of which shall be deemed an original but each of which together shall constitute one and the same instrument.

4.18 Conflicts with the Bidding Procedures or Assumption and Assignment Order. In the event of any conflict or inconsistency between the provisions of this Agreement and the Asset Purchase Agreement or the Assignment Order, the provisions of this Agreement shall govern and control.

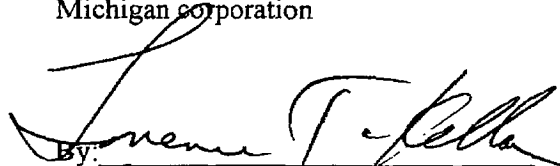
IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers and agents, have caused this Agreement to be duly executed as of the day and year first above written.

ASSIGNOR:

Federal Identification No.

380729500

KMART CORPORATION, a
Michigan corporation

By: 

Name: LORRENCE T. KELLAR

Title: V.P. REAL ESTATE

ASSIGNEE:

Federal Identification No.

HOME DEPOT U.S.A., INC., a
Delaware corporation

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto, by and through their
duly authorized officers and agents, have caused this Agreement to be duly executed
as of the day and year first above written.

ASSIGNOR:

Federal Identification No.

KMART CORPORATION, a
Michigan corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

Federal Identification No.

HOME DEPOT U.S.A., INC., a
Delaware corporation

By: By [Signature]
Name: Bryan J. Fields
Title: Sr. VP-Real Estate

[Handwritten initials]

ACKNOWLEDGMENT

State of Michigan
County of Oakland) S.S.

I, Zina Kiryakos, a notary public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY that
Lawrence T. Kellar, personally known to me to be the
VP of Real Estate of Kmart Corporation, and personally known or proven to
me to be the same person whose name is subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that as such
vice president, he/she signed and delivered the said instrument pursuant
to authority given by the Board of Directors of said corporation as his/her free and
voluntary act and the free and voluntary act and deed of said corporation, for the uses
and purposes therein set forth.

GIVEN under my hand this 4th day of November, 1999.

Zina Kiryakos
Notary Public

Name: Zina Kiryakos
My Commission Expires: December 13, 2001

[STAMP]

ZINA KIRYAKOS
Notary Public, Oakland County, MI
My Commission Expires Dec. 13, 2001

ACKNOWLEDGMENT

State of Georgia)
County of Fulton) S.S.

I, Angela K King, a notary public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY that
Bryan Fields, personally known to me to be the
Vice President of Home Depot U.S.A., Inc. and personally known or
proven to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that as such
Vice President, he/she signed and delivered the said instrument pursuant
to authority given by the Board of Directors of said corporation as his/her free and
voluntary act and the free and voluntary act and deed of said corporation, for the uses
and purposes therein set forth.

GIVEN under my hand this 4th day of November, 1999.

Angela K King

Notary Public

Name: Angela K King

My Commission Expires: 1-14-03

[STAMP]

Legal Description

PARCEL I:

That part of the West One-half (1/2) of Section Twenty-four (24), in Township Three (3) North, Range Twenty-two (22) East, in the City of Racine, County of Racine, State of Wisconsin, including part of CERTIFIED SURVEY MAP NO. 1169 and part of CERTIFIED SURVEY MAP NO. 1276, bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located North 89°08'05" West 326.13 feet from a brass-capped iron monument marking the center of said Section 24; run thence South 00°08'19" East 733.22 feet to an iron pipe; thence South 89°51'41" West 200.0 feet to an iron pipe; thence South 00°08'19" East 400.0 feet; thence South 89°51'41" West 652.51 feet to an iron rod marking the Southeast corner of Certified Survey Map No. 1395; thence North 00°08'19" West, along the Easterly boundary of said Certified Survey Map No. 1395, 323.0 feet to an iron rod; thence South 89°51'41" West, along the Northerly boundary of said Certified Survey Map No. 1395, 640.0 feet to an iron rod on the Easterly line of State Trunk Highway "31"; thence North 11°49'57" East, along the Easterly line of said highway, 260.89 feet to an iron pipe; thence North 12°21'20" East, along the Easterly line of said highway, 70.57 feet to an iron pipe; thence continue along the Easterly line of said highway 280.15 feet along the arc of a curve concave Easterly whose radius is 16,310.22 feet and whose chord bears North 14°23'41" East, 280.15 feet to an iron pipe marking the Southwesterly corner of Certified Survey Map No. 1276; thence North 84°51'00" East, along the Southerly boundary of said Certified Survey Map No. 1276, 195.0 feet to an iron pipe; thence North 69°29'00" East, along the Southerly boundary of said Certified Survey Map No. 1276, 222.08 feet to an iron pipe; thence North 18°07'00" East, along the Easterly boundary of said Certified Survey Map No. 1276, 12.42 feet; thence South 88°27'33" West, 3.75 feet; thence 74.61 feet along the arc of a curve concave Northeasterly whose radius is 47.5 feet and whose chord bears North 46°32'27" West, 67.18 feet to the North line of said Certified Survey Map No. 1276, which is also the South line of Certified Survey Map No. 1169; thence North 01°32'27" West 230.0 feet to the north line of said Certified Survey Map No. 1169, which is also the South line of 21st Street; thence North 88°27'33" East, along the South line of 21st Street, 452.31 feet to an iron pipe; thence continue along the South line of 21st Street 566.49 feet along the arc of a curve concave southerly whose radius is 1333.69 feet and whose chord bears South 79°22'21" East, 562.24 feet to an iron pipe; thence South 00°08'19" East, 73.45 feet to the point of beginning. EXCEPTING therefrom Certified Survey Map No. 1528, being a redivision of a portion of Lot 1, Certified Survey Map No. 1395, in the Northwest 1/4 of the Southwest 1/4 of Section 24 and unplatted lands located in the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin.

Excepting therefrom Certified Survey Map No. 1986 recorded on September 5, 1997 in Volume 6 of Certified Survey Map at page 70, as Document No. 1593585.

PARCEL II:

(continued)

Lot One (1) of CERTIFIED SURVEY MAP NO. 1395, located in the North One-half (1/2) of the Southwest One-quarter (1/4) of Section Twenty-four (24), in Township Three (3) North, Range Twenty-two (22) East, in the City of Racine, County of Racine, State of Wisconsin, recorded in the Office of the Register of Deeds for Racine County on February 20, 1989 in Volume 4 of Certified Survey Maps at Pages 351 and 352, as Document No. 1276690, EXCEPTING therefrom Certified Survey Map No. 1528, being a Redivision of a portion of Lot One (1), Certified Survey Map No. 1395, in the Northwest one-quarter (1/4) of the Southwest one-quarter (1/4) of Section Twenty-four (24) and unplatted lands located in the Northwest one-quarter (1/4) of the Southwest one-quarter (1/4) of Section Twenty-four (24), in Township Three (3) North, Range Twenty-two (22) East, in the City of Racine, County of Racine, State of Wisconsin.

PARCEL III:

Non-exclusive easements as granted by Toys "R" Us, Inc., to Kmart Corporation by the Reciprocal Easement and Operation Agreement dated July 2, 1991, recorded July 2, 1991 in Volume 2078 of Records, Pages 789 through 812, as Document No. 1343832.

Tax Key Nos. 276-000023876017 and
276-000023876040

dp/MC

Construction lien

County Racine	Case number 2018CL000016	Caption Marathon Commercial Services Inc vs. JPMCC 2003-ML1 Green Bay Retail LLC
Judgment/lien date 06-01-2018	Total amount \$95,105.22	Type of tax
Warrant number	Date and time docketed	Service/event date

Property/remarks

JPMCC 2003-ML1 Green Bay Retail LLC owners of 2401 Highway 31, Racine WI 53403 located in Racine County WI. See attached Exhibit A for full legal description.

Judgment parties

Party type	Name	Dismissed	Status	Address	Attorney name
Creditor	Marathon Commercial Services Inc	No	Active	2332 N Sylvania Ave, Sturtevant, WI 53177	
Debtor	JPMCC 2003-ML1 Green Bay Retail LLC	No	Active	301 Bedford St Suite 1, c/o CT Corporation System, Madison, WI 53703	

Costs / amounts

Description	Amount
Lien amount	\$95,105.22

Racine County Case Number 2018CL000016 Marathon Commercial Services Inc vs. JPMCC 2003-ML1 Green Bay Retail LLC

Case summary

Filing date 06-01-2018	Case type Construction Lien	Case status Filed Only - Electronic filing
Class code description Construction Lien	Responsible official Christensen, Samuel A	

Party summary

Party type	Party name	Party status
Claimant	Marathon Commercial Services Inc	
Owner	JPMCC 2003-ML1 Green Bay Retail LLC	

Civil Judgment(s)

Type	Debtor name	Multiple debtors	Amount	Satisfaction	Judgment status	Date
Construction lien	JPMCC 2003-ML1 Green Bay Retail LLC	No	\$95,105.22			

Parties

Claimant: Marathon Commercial Services Inc

Date of birth	Sex	Race
----------------------	------------	-------------

Address (last updated 06-01-2018)
2332 N Sylvania Ave, Sturtevant, WI 53177

Owner: JPMCC 2003-ML1 Green Bay Retail LLC

Date of birth	Sex	Race
----------------------	------------	-------------

Address (last updated 06-01-2018)
301 Bedford St Suite 1, c/o CT Corporation System, Madison, WI 53703

Court record

Date	Event	Court official	Court reporter	Amount
10-30-2018	Case Converted to Electronic Filing			
06-01-2018	Claim for lien			

Civil judgment details