File Number: 1079145



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 11:29 am
Last Revised on:2/7/20 11:29 am
Printed on:2/7/20 11:29 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:JPMorgan Chase Bank, National Association, f/k/a Bank One, Racine, N.A. f/k/a Marine Bank of Mount Pleasant, National Association

Property address:5815 21st Street, Racine, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: Lot 1 of Certified Survey Map No. 1169 as recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 30, 1986 in Volume 3 of Certified Survey Maps, at Page 426, as Document No. 1207187, being located in the Northwest ¼ and the Southwest ¼ of Section 24, Township 3 North, Range 22 East. ALSO: Lot 1 of Certified Survey Map No. 1276 as recorded in the office of the Register of Deeds for Racine County, Wisconsin on November 9, 1987 in Volume 4 of Certified Survey Maps, at Page 36, as Document No. 1243887, being located in the Southwest ¼ of Section 24, Township 3 North, Range 22 East. EXCEPTING THEREFROM lands conveyed by Warranty Deed recorded in Volume 1929 of Records, at Page 609, as Document No. 1265300. Said land being in the City of Racine, County of Racine and State of Wisconsin.

Tax Key No: 23876038

#### Mortgages / Leases / Land Contracts / UCC

None

#### Easements / Restrictions & Other Encumbrances

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

Easements, restrictions and other matters shown on Certified Survey Map 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.

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.



#### **DOT Title Report**

TITLE GROUP

Integrity. Experience. Innovation.

Project ID: 2390-12-00/Racine

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

Fax:262-633-4928

Refer Inquiries to: Mary K. Payne (mary@knightbarry.com)
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Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded December 21, 1986 in Volume 1841, Page 466 as Document No. 1217009.

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.

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

Waiver and other matters contained in the instrument recorded February 2, 2000 in Volume 3001, Page 96 as Document No. 1716542.

Distribution Easement Underground Joint and other matters contained in the instrument recorded April 25, 2000 in Volume 3024, Page 274 as Document No. 1725271.

#### Judgments / Liens

None

#### **General Taxes**

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

Taxes for the Year 2018 in the amount of \$31,797.31, 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.





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Completed on:2/7/20 11:29 am

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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).





### City of Racine Web Portal - Property Summary

Search po

List & Label ® Version 19: Copyright combit® GmbH 1991-2013

Property: 23876038

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2018 🔻	Real Estate	23876038	276 - CITY OF RACINE	5815 TWENTYFIRST ST	BANK ONE RACINE NA INDUSTRY CONSULTING GROUP INC P O BOX 8265 WICHITA FALLS TX 76307
Tax Year Legend	: <b>*\$</b> =	owes prior year taxes	💢 = not asse	ssed	ed Delinquent Current

#### **Summary**

#### **Property Summary**

Parcel #:	23876038
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	7/11/2017
Historical Date:	
Acres:	0.000

#### **Property Addresses**

<u>Primary</u> ▲	<u>Address</u>	
<b>⊘</b>	5815 TWENTYFIRST ST RACINE 53405	

#### **Owners**

<u>Name</u>	<u>Status</u>	Ownership Type	<u>Interest</u>
BANK ONE RACINE NA	CURRENT OWNER		0.00

#### **Parent Parcels**

No Parent Parcels were found

#### **Child Parcels**

No Child Parcels were found

#### **Legal Description**

NW 1/4 + SW 1/4 SEC 24-3-22 LOT 1 CSM NO 1169 REC VOL 3 CSM PGS 426-428 + LOT 1 CSM NO 1276 REC VOL 4 CSM PGS 36-38, EXC PT DESC VOL 1929 RECS PG 609

#### **Public Land Survey - Property Descriptions**

No Property Descriptions were found

#### **District**

Code ▲	<u>Description</u>	<u>Category</u>
0600	GATEWAY TECHINCAL 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: 1105700

Assessment Ratio: 0.9830 Legal Acres: 0.000

#### 2018 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	771900	315100	1087000
ALL CLASSES	0.000	771900	315100	1087000

#### 2017 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	771900	315100	1087000
ALL CLASSES	0.000	771900	315100	1087000

#### **Taxes**

#### **Tax Summary**

L	***************************************
Bill #: 26187	Net Mill Rate: 0.029166790
\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	

#### **Lottery Credits**

Claims	Date	Amount
0		0.00

#### Installments

Due Date ▲	<u>Amount</u>
1/31/2019	8071.60
3/31/2019	7908.57
5/31/2019	7908.57
7/31/2019	7908.57

#### **Payments**

<u>Status</u>	Payment Date ▲	<u>Type</u>	<u>Amount</u>	Receipt#	Notes
Posted	1/29/2019	Т	8071.60	99852	LERESTA #0019089
Posted	3/18/2019	T	7908.57	104361	LERETA #0019722
Posted	6/3/2019	Т	7908.57	114003	JPMORGAN CHASE & CO REAL ESTATE C/O LERETA-TEXAS OPERATIONS CK 0020323
Posted	8/6/2019	Т	7908.57	119851	JPMORGAN CHASE & CO REAL ESTATE CK 0020771

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	Pald	Due
Gross Tax		33688.70			-
School Credit			1984.40	-	-
		3	1704.30	-	_
GATEWAY TECHINCAL COLLEGE		***************************************	889.60		***************************************
LOCAL		17:	975.22		
RACINE COUNTY		3	765.38		
STATE OF WISCONSIN			0.00		
UNIFIED SCHOOL		907	4.10		
First Dollar Credit		69.99			-
Lottery Credit		***************************************	0.00	-	-
Net Tax		31	1634.31	31634.31	0.00
Special Assessments			0.00	0.00	0.00
Special Charges			163.00	0.00	
Fire Inspection		100.00			
SANITARY SEWER MAINTENANCE	***************************************	63.00			
Delinquent Utility		***************************************	0.00	0.00	0.00
PrivateForest Crop	rateForest Crop		0.00		0.00
Woodland Tax Law			0.00	0.00	0.00
Managed Forest Land			0.00	0.00	
Other Charges			0.00	0.00	0.00
Interest			- ]	0.00	0.00
Penalty			-	0.00	0.00
TOTAL		31	797.31	31797.31	0.00

Tax History

Interest/Penalty Date 11/12/2019

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Statu s
2018	31797.31	0.00	0.00	31797.31	8/6/2019	0.00	Paid
2017	33811.81	0.00	0.00	33811.81	7/12/201 8	0.00	Paid
2016	34555.89	0.00	0.00	34555.89	7/10/201 7	0.00	Paid
2015	34869.33	0.00	0.00	34869.33	7/18/201 6	0.00	Paid
2014	33190.26	0.00	0.00	33190.26	6/30/201 5	0.00	Paid
2013	33062.25	0.00	0.00	33062.25	6/30/201 4	0.00	Paid
TOTA L	201286.8 5	0.00	0.00	201286.8 5	-	0.00	-

<sup>\*</sup> 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

#### FEDERAL FINANCIAL INSTITUTIONS EXAMINATION COUNCIL

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# JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

**RSSD ID: 852218** 

1111 POLARIS PARKWAY, COLUMBUS, OH, UNITED STATES 43240

Institution Details ^

Web Site: N/A

Institution Type: National Bank

Primary Federal Regulator: OCC 9

**Primary Activity: COMMERCIAL BANKING** 

Primary Activity Code: 52211 6

Status: Active

Insurance: FDIC/DIF FDIC Certificate #: 628 RTN/ABA: 21000021

LEI: 7H6GLXDRUGQFU57RNE97

Financial Data Organization Hierarchy History Branches

#### **History**

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History CSV

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Type of Institution RSSD

Date Event Involved ID Notes

Date	Type of Event	Institution Involved	RSSD ID	Notes
10/20/2019	Acquisition	J.P. MORGAN TREASURY TECHNOLOGIES CORPORATION	3118474	J.P. MORGAN TREASURY TECHNOLOGIES CORPORATION transferred its assets to one or more institutions including JPMORGAN CHASE BANK, NATIONAL ASSOCIATION.
5/19/2019	Acquisition	CHASE BANK USA, NATIONAL ASSOCIATION	489913	CHASE BANK USA, NATIONAL ASSOCIATION transferred its assets to one or more institutions including JPMORGAN CHASE BANK, NATIONAL ASSOCIATION.
5/19/2019	Acquisition	CHASE BANKCARD SERVICES, INC.	1451364	CHASE BANKCARD SERVICES, INC. transferred its assets to one or more institutions including JPMORGAN CHASE BANK, NATIONAL ASSOCIATION.
5/19/2019	Acquisition	BLOOMSPOT, INC.	4515472	BLOOMSPOT, INC. transferred its assets to one or more institutions including JPMORGAN CHASE BANK, NATIONAL ASSOCIATION.
9/1/2015	Acquisition	JPMORGAN BANK AND TRUST COMPANY, NATIONAL ASSOCIATION	3812165	JPMORGAN BANK AND TRUST COMPANY, NATIONAL ASSOCIATION transferred its assets to one or more institutions including JPMORGAN CHASE BANK, NATIONAL ASSOCIATION.
10/14/2011	Acquisition	CUSTODIAL TRUST COMPANY	931319	CUSTODIAL TRUST COMPANY transferred its assets to one or more institutions including JPMORGAN CHASE BANK, NATIONAL ASSOCIATION.

Date	Type of Event	Institution Involved	RSSD ID	Notes
10/1/2011	Acquisition	CHASE AUTO FINANCE CORP.	1042137	CHASE AUTO FINANCE CORP. transferred its assets to one or more institutions including JPMORGAN CHASE BANK, NATIONAL ASSOCIATION.
10/1/2011	Acquisition	J.P. MORGAN INVESTOR SERVICES CO.	1390137	J.P. MORGAN INVESTOR SERVICES CO. transferred its assets to one or more institutions including JPMORGAN CHASE BANK, NATIONAL ASSOCIATION.
6/1/2011	Acquisition	CHASE EQUIPMENT FINANCE, INC.	1068342	CHASE EQUIPMENT FINANCE, INC. transferred its assets to one or more institutions including JPMORGAN CHASE BANK, NATIONAL ASSOCIATION.
5/1/2011	Acquisition	CHASE HOME FINANCE INC.	3329999	CHASE HOME FINANCE INC. transferred its assets to one or more institutions including JPMORGAN CHASE BANK, NATIONAL ASSOCIATION.
5/1/2011	Acquisition	CHASE HOME FINANCE LLC	3330025	CHASE HOME FINANCE LLC transferred its assets to one or more institutions including JPMORGAN CHASE BANK, NATIONAL ASSOCIATION.
1/1/2010	Acquisition	BANC ONE NATIONAL PROCESSING CORPORATION	1091041	BANC ONE NATIONAL PROCESSING CORPORATION transferred its assets to one or more institutions including JPMORGAN CHASE BANK, NATIONAL ASSOCIATION.

Date	Type of Event	Institution Involved	RSSD ID	Notes
11/19/2009	Acquisition	BEAR STEARNS FOREX INC.	3755150	BEAR STEARNS FOREX INC. transferred its assets to one or more institutions including JPMORGAN CHASE BANK, NATIONAL ASSOCIATION.
5/26/2009	Acquisition	BEAR STEARNS FINANCIAL PRODUCTS INC.	3755105	BEAR STEARNS FINANCIAL PRODUCTS INC. transferred its assets to one or more institutions including JPMORGAN CHASE BANK, NATIONAL ASSOCIATION.
12/31/2008	Address Changed			The address of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION changed from 1111 POLARIS PRKWY to 1111 POLARIS PARKWAY.
9/26/2008	Acquisition	WASHINGTON MUTUAL BANK	1222108	WASHINGTON MUTUAL BANK failed and ceased to exist. Disposition was arranged by the regulatory agency. Assets were distributed to other entities.
9/26/2008	Acquisition	WASHINGTON MUTUAL BANK FSB	2187071	WASHINGTON MUTUAL BANK FSB transferred its assets to one or more institutions including JPMORGAN CHASE BANK, NATIONAL ASSOCIATION.
8/16/2008	Acquisition	J.P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION	2607382	J.P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION transferred its assets to one or more institutions including JPMORGAN CHASE BANK, NATIONAL ASSOCIATION.

Date	Type of Event	Institution Involved	RSSD ID	Notes
9/21/2007	Acquisition	LIBERTY PAYMENT SERVICES, INC.	2266305	LIBERTY PAYMENT SERVICES, INC. transferred its assets to one or more institutions including JPMORGAN CHASE BANK, NATIONAL ASSOCIATION.
10/21/2006	Acquisition	BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION	8417	BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION transferred its assets to one or more institutions including JPMORGAN CHASE BANK, NATIONAL ASSOCIATION.
			Prev	rious 1 2 3 Next

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# JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

**RSSD ID: 852218** 

1111 POLARIS PARKWAY, COLUMBUS, OH, UNITED STATES 43240

Institution Details ^

Web Site: N/A

Institution Type: National Bank

Primary Federal Regulator: OCC •

**Primary Activity: COMMERCIAL BANKING** 

Primary Activity Code: 52211 6

Status: Active

Insurance: FDIC/DIF FDIC Certificate #: 628 RTN/ABA: 21000021

LEI: 7H6GLXDRUGQFU57RNE97

**History** 

**Download Results** 

History CSV

Show 20 rows ▼ entries

Type of Institution RSSD

Date Event Involved ID Notes

	Date	Type of Event	Institution Involved	RSSD ID	Notes
	3/1/2006	Acquisition	BANC ONE FINANCIAL SERVICES, INC.	765578	BANC ONE FINANCIAL SERVICES, INC. transferred its assets to one or more institutions including JPMORGAN CHASE BANK, NATIONAL ASSOCIATION.
	3/18/2005	Acquisition	BANC ONE MANAGEMENT CORPORATION	2476083	BANC ONE MANAGEMENT CORPORATION transferred its assets to one or more institutions including JPMORGAN CHASE BANK, NATIONAL ASSOCIATION.
	11/13/2004	Acquisition	BANK ONE, NATIONAL ASSOCIATION	173333	BANK ONE, NATIONAL ASSOCIATION transferred its assets to one or more institutions including JPMORGAN CHASE BANK.
*	11/13/2004	Acquisition	BANK ONE, NATIONAL ASSOCIATION	651411	BANK ONE, NATIONAL ASSOCIATION transferred its assets to one or more institutions including JPMORGAN CHASE BANK.
	11/13/2004	Name Changed			JPMORGAN CHASE BANK changed to the new name JPMORGAN CHASE BANK, NATIONAL ASSOCIATION.
	11/13/2004	Address Changed			The address of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION changed from 270 PARK AVENUE to 1111 POLARIS PRKWY.
ve een	11/13/2004	Institution Type Changed			JPMORGAN CHASE BANK, NATIONAL ASSOCIATION changed from State Member Bank to National Bank.

Date	Type of Event	Institution Involved	RSSD ID	Notes
12/21/2001	Acquisition	WHITKATH INC.	1038176	WHITKATH INC. transferred its assets to one or more institutions including JPMORGAN CHASE BANK.
11/10/2001	Acquisition	MORGAN GUARANTY TRUST COMPANY OF NEW YORK	161415	MORGAN GUARANTY TRUST COMPANY OF NEW YORK transferred its assets to one or more institutions including CHASE MANHATTAN BANK, THE.
11/10/2001	Name Changed			CHASE MANHATTAN BANK, THE changed to the new name JPMORGAN CHASE BANK.
8/1/2001	Acquisition	CHASE BANK OF TEXAS-SAN ANGELO, NATIONAL ASSOCIATION	871460	CHASE BANK OF TEXAS- SAN ANGELO, NATIONAL ASSOCIATION transferred its assets to one or more institutions including CHASE MANHATTAN BANK, THE.
8/1/2000	Acquisition	CHASE BANK OF TEXAS, NATIONAL ASSOCIATION	43557	CHASE BANK OF TEXAS, NATIONAL ASSOCIATION transferred its assets to one or more institutions including CHASE MANHATTAN BANK, THE.
3/5/1999	Acquisition	TEXAS COMMERCE TRUST COMPANY OF NEW YORK	35619	TEXAS COMMERCE TRUST COMPANY OF NEW YORK transferred its assets to one or more institutions including CHASE MANHATTAN BANK, THE.

Date	Type of Event	Institution Involved	RSSD ID	Notes
10/1/1998	Acquisition	MORGAN STANLEY TRUST COMPANY	1983324	MORGAN STANLEY TRUST COMPANY transferred its assets to one or more institutions including CHASE MANHATTAN BANK, THE.
12/1/1996	Acquisition	CHASE MANHATTAN BANK, NATIONAL ASSOCIATION, THE	736804	CHASE MANHATTAN BANK, NATIONAL ASSOCIATION, THE transferred its assets to one or more institutions including CHASE MANHATTAN BANK, THE.
7/14/1996	Acquisition	CHASE MANHATTAN BANK, N.A., THE	748601	CHASE MANHATTAN BANK, N.A., THE transferred its assets to one or more institutions including CHEMICAL BANK.
7/14/1996	Name Changed			CHEMICAL BANK changed to the new name CHASE MANHATTAN BANK, THE.
7/1/1993	Acquisition	TEXAS COMMERCE BANKS	68710	TEXAS COMMERCE BANKS transferred its assets to one or more institutions including CHEMICAL BANK.
6/20/1992	Acquisition	MANUFACTURERS HANOVER TRUST COMPANY	295310	MANUFACTURERS HANOVER TRUST COMPANY transferred its assets to one or more institutions including CHEMICAL BANK.
6/20/1992	Address Changed			The address of CHEMICAL BANK changed from 277 PARK AVENUE to 270 PARK AVENUE.

Previous

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# JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

**RSSD ID: 852218** 

1111 POLARIS PARKWAY, COLUMBUS, OH, UNITED STATES 43240

Institution Details ^

Web Site: N/A

Institution Type: National Bank

Primary Federal Regulator: OCC •

Primary Activity: COMMERCIAL BANKING

Primary Activity Code: 52211 6

Status: Active

Insurance: FDIC/DIF FDIC Certificate #: 628 RTN/ABA: 21000021

LEI: 7H6GLXDRUGQFU57RNE97

Financial Data Organization Hierarchy History Branches

**History** 

**Download Results** 

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Type of Institution RSSD

Date Event Involved ID Notes

Date	Type of Event	Institution Involved	RSSD ID	Notes
3/14/1992	Acquisition	CENTRAL FEDERAL SAVINGS BANK	140474	CENTRAL FEDERAL SAVINGS BANK failed and ceased to exist. Disposition was arranged by the regulatory agency. Assets were distributed to other entities.
3/7/1992	Acquisition	CHEMICAL BANK DELAWARE	246910	CHEMICAL BANK DELAWARE transferred its assets to one or more institutions including CHEMICAL BANK.
11/9/1991	Acquisition	COMMUNITY NATIONAL BANK AND TRUST COMPANY OF NEW YORK	225410	COMMUNITY NATIONAL BANK AND TRUST COMPANY OF NEW YORK failed and ceased to exist. Disposition was arranged by the regulatory agency. Assets were distributed to other entities.
7/20/1991	Acquisition	ENSIGN FEDERAL SAVINGS BANK	433279	ENSIGN FEDERAL SAVINGS BANK failed and ceased to exist. Disposition was arranged by the regulatory agency. Assets were distributed to other entities.
2/3/1982	Address Changed		Albanian)	The address of CHEMICAL BANK changed from 20 PINE ST. to 277 PARK AVENUE.
10/1/1978	Acquisition	CHEMICAL BANK OF BINGHAMTON	14904	CHEMICAL BANK OF BINGHAMTON transferred its assets to one or more institutions including CHEMICAL BANK.

Date	Type of Event	Institution Involved	RSSD ID	Notes
10/1/1978	Acquisition	CHEMICAL BANK- BUFFALO	163008	CHEMICAL BANK-BUFFALO transferred its assets to one or more institutions including CHEMICAL BANK.
10/1/1978	Acquisition	CHEMICAL BANK OF ROCHESTER	601603	CHEMICAL BANK OF ROCHESTER transferred its assets to one or more institutions including CHEMICAL BANK.
10/1/1978	Acquisition	CHEMICAL BANK OF SYRACUSE	739814	CHEMICAL BANK OF SYRACUSE transferred its assets to one or more institutions including CHEMICAL BANK.
10/1/1978	Acquisition	CHEMICAL BANK EASTERN, N.A.	792604	CHEMICAL BANK EASTERN, N.A. transferred its assets to one or more institutions including CHEMICAL BANK.
4/1/1977	Acquisition	CHEMICAL BANK HUDSON VALLEY, NATIONAL ASSOCIATION	711418	CHEMICAL BANK HUDSON VALLEY, NATIONAL ASSOCIATION transferred its assets to one or more institutions including CHEMICAL BANK.
11/11/1975	Acquisition	CHEMICAL BANK OF SUFFOLK N.A.	536910	CHEMICAL BANK OF SUFFOLK N.A. transferred its assets to one or more institutions including CHEMICAL BANK.
1/19/1975	Acquisition	SECURITY NATIONAL BANK	931609	SECURITY NATIONAL BANK transferred its assets to one or more institutions including CHEMICAL BANK.

Date	Type of Event	Institution Involved	RSSD ID	Notes
2/17/1969	Name Changed			CHEMICAL BANK NEW YORK TRUST COMPANY changed to the new name CHEMICAL BANK.
2/17/1969	Address Changed			The address of CHEMICAL BANK changed from 277 PARK AVENUE to 20 PINE ST
2/25/1964	Acquisition	FIRST NATIONAL BANK OF VERNON	75802	FIRST NATIONAL BANK OF VERNON transferred its assets to one or more institutions including CHEMICAL BANK NEW YORK TRUST COMPANY.
2/25/1964	Acquisition	BENSONHURST NB OF BROOKLYN	575601	BENSONHURST NB OF BROOKLYN transferred its assets to one or more institutions including CHEMICAL BANK NEW YORK TRUST COMPANY.
6/4/1963	Acquisition	BANK OF ROCKVILLE CENTRE TRUST	640611	BANK OF ROCKVILLE CENTRE TRUST transferred its assets to one or more institutions including CHEMICAL BANK NEW YORK TRUST COMPANY.
1/1/1924	Institution Established			CHEMICAL BANK NEW YORK TRUST COMPANY was established as a State Member Bank at 277 PARK AVENUE, NEW YORK, NY.
			Previo	us 1 2 3 Next

https://www.ffiec.gov/npw/Institution/Profile/852218?dt=20190126

Federal Financial Institutions Examination Council (FFIEC) & (https://www.ffiec.gov/default.htm)
Board of Governors of the Federal Reserve System & (https://www.federalreserve.gov/)
& (https://www.usa.gov/)

Accessibility (https://www.federalreserve.gov/accessibility.htm)

Disclaimer (https://www.federalreserve.gov/disclaimer.htm)

Privacy Policy (https://www.federalreserve.gov/privacy.htm)

Information Quality Guidelines (https://www.federalreserve.gov/ig guidelines.htm)

Help (/npw/Help/Help)

County, State of Wisconsin:

DOCUMENT NO.	STATE BAR OF WISCONSIN FORM 1-1982 WARRANTY DEED	THIS SPACE RESERVED FOR RECORDING DATA
1209328	WARRANIT DEED	Register's Office Racine County, Wis.
This Deed, made h	etween Racine County	Received for Record 247 day 1
· · · · · · · · · · · · · · · · · · ·		o'clock .f.f. M. and recorded in Volume (827)
and Marine Bank of	Mount Pleasant, Grantor,	1/2 20 11 77

RETURN TO John V. Casanova P.O. Box 247 Racine, WI 53401

Helen M. Achutten

Tax Parcel No: 51-008-03-22-24

Parcel 1 of Certified Survey Map No. 1169, located in the Northwest 1/4 and the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin.

Tax Key No. 51-008-03-22-24-026-000

\* Parcel 1 also means Lot 1

Fee Bremst 77.80 \_

National Association

conveys to Grantee the following described real estate in Racine

Witnesseth, That the said Grantor, for a valuable consideration.....

This is not homestead property. Tegether with all and singular the hereditaments and appurtenances thereunto belonging; warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except

County Clerk · Len %iolkowski, County Executive

#### AUTHENTICATION

Dennis Kornwolf and Signature(s) ..... Len Ziolkowski alliam 3 Bock William F. Bock TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY William F. Bock Corporation Counsel

(Signatures may be authenticated or acknowledged. Both date: \_\_\_\_\_\_

#### ACKNOWLEDGMENT

STATE OF WISCONSIN	)
County.	( **:
Personally came before me thi	•day of
***************************************	
***************************************	
to me known to be the person	who executed the

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

VCL1827 PAGE 207

County, State of Wisconsin:

#### STATE BAR OF WISCONSIN FORM 1-1982 WARRANTY DEED

	Racine County, Wis. SS
į.	Received for Deced
	September A.D. 1988 at 12:39
	o'clock M. and recorded in Volume 1 92 9 of on page 608
Grantor,	, , , , , , , , , , , , , , , , , , , ,
	Helen M. Schutten

Register of Deeds

23876-039

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, Township 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

Witnesseth. That the said Grantor, for a valuable consideration.....

This Deed, made between RACINE COUNTY

conveys to Grantce the following described real estate in Racine

Street Address: 5811 - 21st Street, Racine, Wisconsin

This is not homestead property.

(is) (is not)

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

and will warrant and defend the same. ..... day of ...... September Hubert Braun, County Board

#### AUTHENTICATION Signature(s) Dennis Kornwolf and

authenticated this 7thday of September , 1988

TITLE: MEMBER STATE BAR OF WISCONSIN (If not, authorized by § 706.06, Wis. Stats.)

Assistant Corporation Counsel

THIS INSTRUMENT WAS DRAFTED BY

Joan C. Rennert

Joan M. Korb

JOAN M. KORB

MOMMOWIL	режин
STATE OF WISCONSIN	1
	ss.
Co	unty.
	me thisday of
	the above named
to me known to be the person	who executed the
foregoing instrument and ackn	lowledge the same.
Notary Public	County, Wis.
date:	10 \

(Signatures may be authenticated or acknowledged. Both ' VOL 1929 PAGE 608

~·5

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5.5

9

Racine County, Wis.
Received for Record 30th

Received for Record 40.0. 1980at 1/1/1

O'clock 4 M. and recorded in Volume 3

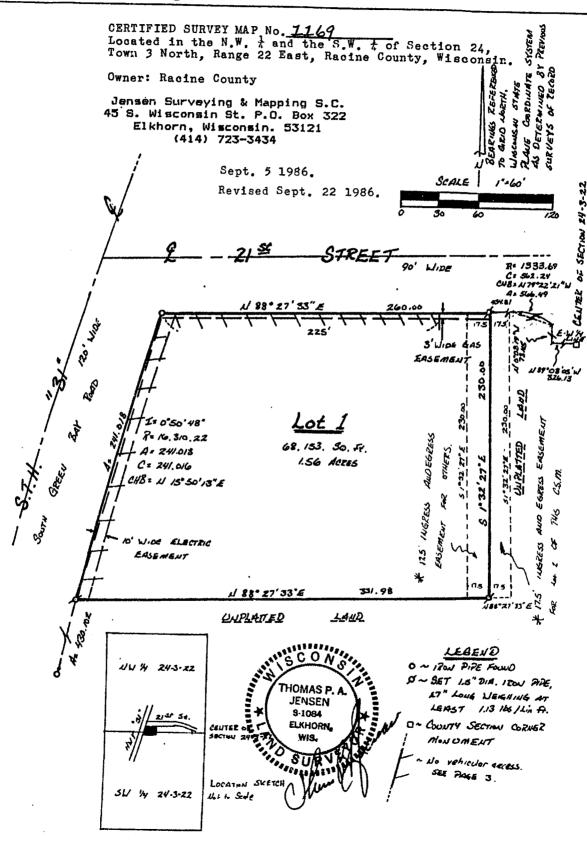
of CSM en page 426-428

008-03-22-24-626-000

from: 808-03-22-24-025-000

Thelin M. Schutten

1207187



Vol 3 Page 426

NIC

CERTIFIED SURVEY MAP No. 10 1 Located in the Northwest ‡ and the Southwest ‡ of Section 24, Town 3 North, Range 22 East, Racine County, Wisconsin.

SURVEYOR'S CERTIFICATE & LEGAL DECRIPTION: I, Thomas P.A. Jensen, Wisconsin Registered Land Surveyor, hereby certify that I have prepared this Certified Survey hereby certify that I have prepared this certified Survey Map, the exterior boundaries of which are described as:
Part of the Northwest 7 and the Southwest 7 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 7 corner of Said Section 24; thence
N 89°08'05" W, along the East- West 7 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 14. 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 0050'48", and whose chord bears N 15050'13" E 241.016) 241.018 feet to the South line of said 21st Street; thence N 88027'33" 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 A., 1986.

THOMAS P. A WIS. WIS.

Revised Sept. 22 1986.

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 PTEMBER, 1986.

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

Pg. 2 of 3 Pgs. VOL 3 PAGE 427

CERTIFIED SURVEY MAP No. 1169 Located in the Northwest t and the Southwest t of Section 24, Town 3 North, Range 22 East, Racine County, Wisconsin.

TOWN BOARD APPROVAL:

Approped as a Certified Survey Map this day

esterale, 1986.

Carol Jensen, Clerk Town of Mt Pleasant

A SAMOHE JENSEN 8-1084 **ELKHORN** 

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

ACCESS RESTRICTION:

As owner, I hereby restrict Lot 1, in that no owner, possesser, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with State Trunk Highway "31" (S. Green Bay Road) or the 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.

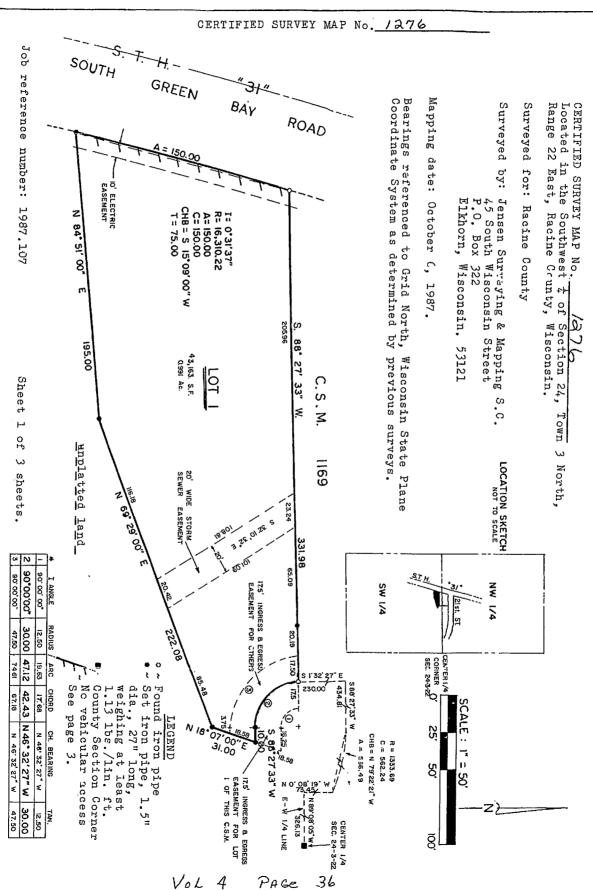
Lot 1 276-0000-23876-39

From:

276-0000-23876-17

nm Schutten

Register's Office Racine County, Wis.



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 4 of Section 24, Town 3 North, Range 22 East, Racine County, Wisconsin, more particularly described as follows: Commence at the Senter 1/4 Corner of said Section 24; then P 89°08'05" W, along the East-West 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 56%. 24 feet) 566.49 feet; thence S 88°27'33" W. along said South Line, 434.81 feet; thence S 1032'27" E, along the east line of Certified Survey Map No. 1169, 230.00 feet to the Point of Feginning; thence S 88027'33" W, along the south line of said Certified Survey Map, 331.98 feet to the eæsterly 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 bear; 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 1507'00" E 31.00 feet; thence S 88027'33" W 10.00 feet; thence Northwesterly along the arc of a curve to the right (central argle=90000'00", 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. ALTHURAN POR

CON

THOMAS P. A JENSEN. S-1084 **ELKHORNL** 

Chomas P.A.

**Y**ensen

COUNTY'S CERTIFICATE

Approved as a CERTIFIED SURVEY MAP this \_ 19TH day of Detable 1987, as non-objectionable.

Arnold L. Clement, Directer of Planning and Development.

Racine County.

Sheet 2 of 3 sheets

CERTIFIED SURVEY MAP No. 1276

Located in the Southwest 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 320 day of November, 1987 by resolution.

> Karen M. Norton Deputy City Clerk City of Racine

PLAN COMMISSION APPROVAL:

Approved as a GERTIFIED SURVEY MAP by the Plan Commission of the City of Racine this \_\_\_\_\_\_\_ day of

<u>OCTOBER</u>, 1987.

Thomas N. Wright, Secretary

#### ACCESS RESTRICTION

As owner, I hereby restrict Lot 1, in that no owner, possesser, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with State Trunk Highway "31" (South Green Bay Road) as shown on page 1 of this CERTFIED 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

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

This award of damages is made pursu	nant to a relocation order of the State of Wisconsin Department
of Transportation, Division of Highways, of the County Clerk of Racine	tant to a rejocation order of the State of Wisconsin Department lated July 6 1971, and filed in the office of S. T. County, for the improvement of S. T. County.
cordance with said relocation order, a parc	ed it necessary to acquire, for the purpose set forth in and in ac sel 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 Corpor	ation .
The interest acquired by this award is f	or
	•
See	e'Page 2
	891777
•	Register's Office
•	Received for Record 4 hav of
	16 veniles AD, 192/ at/0:53
	o'clock A. M. and recorded in Volume /// O of <u>Keconds</u> on page <u>334-3</u> 36
	et 1 70 · l l
	Stanley J. Bialchi
	Q substitute of About
·	
Said parcel of real estate and/or interes	ts therein will be occupied by the State of Wisconsin or its
agents on bescription psecon	•
The State of Wisconsin, having complied with award of damages to the above-named persons have	all jurisdictional requirements pursuant to law, her eby makes this ing an interest in said parcel of real estate, in the sum of
Twenty Nine Thousand One Hundi	red and no/100
729-700-00	
Dollars (\$_29,100.00 in as hereinbefore set forth.	equisition of said parcel of real estate and/or interests there-
2012 2012 2012	
RECEIVED FOR RECORD	STATE OF WISCONSIN/DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS
DAY OF	$\Rightarrow \rho \lor \rho$
O'CLOCKM. AND RECORDED IN VOL.	B. D. Je flianam
OF PAGE	ing way to hall safet, specially
	Pursuant to authority granted by motion duly made,
RECISTER OF DEEDS	seconded, and adopted on OGT 25 197
	Door
•	This Instrument was drafted by the State of Wiscensin,
Project1.D. 1322-1-21/T014-3(34)	Department of Transportation, Division of Highways.  Parnal No. 57

101 H 10N

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 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 North 89° 02' 04" East 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 point of beginning; thence South 89° 02' 04" East 1902.82 feet to a point which is 222.19 feet North 89° 02' 04" East 36' 47' 56' East of the south one-quarter corner of Section 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 content to the content of the content o

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 end 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 northwest 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. II, 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

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,

Project 1322-1-21

· Page 2. of 2.

Parcel 67

R-O-110-65	
	DOCUMENT NO.
This Indenture, Made by Racine Co	unty, Wisconsin
a municipal	XX Corporation duly organized and existing under and
y virtue of the laws of the State of Wisco	
isconsin, hereby conveys and warrants to	o State of Wisconsin, Department of Transportation
Division of Highways	
grante	e, ofXXXXXX, Wisconsin, for the
ım o <u>r One-Thousand Eight-Hundred</u> -	Ninety and 00/100 (\$1,890.00)
	Dollars.
See attached legal descri	ption
	··.
	·
•	
ers muon rehichtelie instrument is heard	for the property described herein and includes full compensation for items of the completion of the improvements contemplated by the relocation order or
ers upon which this instrument is based. Compensation for additional items of damage listed is win to exist the owner may file claims as provided to IN WITNESS WHEREOF, the said grantor ha Chairman of County Board  County and countersigned by	In sec. 31.19. Wisconsin Sistuics, has not been included it any such items are: a sec. 31.20. Wisconsin Sistuics. Is caused these presents to be signed by John Margis.  County Clark Fay , its Secretary, at Racine Wisconsin.
ers upon which this instrument is based.  Compensation for additional items of damage listed in the local tens of the local	in sec. 31.19. Wisconsin Statutes, has not been included. If any such items are a sec. 31.20. Wisconsin Statutes, has not been included. If any such items are a sec. 31.20. Wisconsin Statutes.  County Clerk Fay , its/Secretary, at Racine , Wisconsin, 12th day of December , AD., 19.74
ers upon which this instrument is based. Compensation for additional items of damage listed is win to exist the owner may file claims as provided to IN WITNESS WHEREOF, the said granter ha Chairman of County Board  Chairman of country Board  Chairman and countersigned by	In sec. 31.19. Wisconsin Sistuites, has not been included it any such items are: a sec. 31.20. Wisconsin Sistuites, has not been included it any such items are: sec. 31.20. Wisconsin Sistuites. County Clark Fay , its Secretary, at Racine Wisconsin,
ers upon which this instrument is based.  Compensation for additional items of damage listed is no exist the owner may file calcular as provided to IN WITNESS WHEREOF, the said granter ha Chairman of County Board  Ecospocy, and countersigned by	In sec. 31.19. Wisconsin Statutes, has not been included. If any such items are a sec. 31.20. Wisconsin Statutes, has not been included. If any such items are a sec. 31.20. Wisconsin Statutes.  County Clerk  Fay , its Secretary, at Racine , Wisconsin,  12th day of December , A.D., 19.74  Racine County, Wisconsin  Corporate Name  Many A.D., 19.74  Racine County, Wisconsin
ers upon which this instrument is based.  Compensation for additional items of damage listed in the local tens of the local	in sec. 31.19. Wisconsin Statutes, has not been included. If any such items are a sec. 31.20. Wisconsin Statutes, has not been included. If any such items are a sec. 31.20. Wisconsin Statutes.  County Clerk Fay , its/Secretary, at Racine , Wisconsin, 12th day of December , AD., 19.74
era upon which this instrument is based.  The properties of additional items of damage listed in the casts the owner may file calcust as provided in its WITNESS WHEREOF, the said granter has Chairman of County Board  Ecospora, and countersigned by	In sec. 31.19. Wisconsin Sixtutes, has not been included. If any such items are; as ex. 31.20. Wisconsin Sixtutes, has not been included. If any such items are; as caused these presents to be signed by John Margis.  Sec. 31.20. Wisconsin Sixtutes.  County Clerk  Fay , its Secretary, at Racine , Wisconsin, 12th day of December A.D., 19.74  Racine County, Wisconsin  Corporate Name  County Board Chairman John Margis  County Board Chairman John Margis
ers upon which this instrument is based. Compensation for additional items of damage listed in the content of t	In sec. 31.19. Wisconsin Statutes, has not been included. If any such items are as sec. 31.20. Wisconsin Statutes, has not been included. If any such items are as sec. 31.20. Wisconsin Statutes.  So caused these presents to be signed by John Margis.  County Clerk  Fay , its Secretary, at Racine , Wisconsin,  12th. day of December A.D., 19.74  Racine County, Wisconsin  Corporate Name  County Board Chairman John Margis  County Clerk  James A. Fay
ers upon which this instrument is based. Compensation for additional items of damage listed is not to exist the owner may file claims as provided to in WITNESS WHEREOF, the said grantor hat Chairman of County Board Rossdock, and countersigned by James As its corporate seal to be hereunto affixed, this signed and Sealed in Presence of Signed and Sealed in Presence of Manney Asserting Manney Mann	In sec. 31.19. Wisconsin Sixtutes, has not been included. If any such items are; as ex. 31.20. Wisconsin Sixtutes, has not been included. If any such items are; as caused these presents to be signed by John Margis.  Sec. 31.20. Wisconsin Sixtutes.  County Clerk  Fay , its Secretary, at Racine , Wisconsin, 12th day of December A.D., 19.74  Racine County, Wisconsin  Corporate Name  County Board Chairman John Margis  County Board Chairman John Margis
ers upon which this instrument is based. Compensation for additional items of damage listed in the terms of additional items of damage listed in the located the owner may file claims as provided in in WITNESS WHEREOF, the said grantor has Chairman of County Board Ecosporate and countersigned by James Asits corporate seal to be hereunto affixed, this signed and Sealed in Presence of Signed and Sealed in Presence of Signed and Sealed in Presence of Standard Chairman Ch	In sec. 31.19. Wisconsin Statutes, has not been included. If any such items are a sec. 31.20. Wisconsin Statutes, has not been included. If any such items are a sec. 31.20. Wisconsin Statutes.  County Clerk  Fay, its Secretary, at Racine Wisconsin,  12th day of December A.D., 19.74.  Racine County, Wisconsin  Corporate Name  County Eoard Chairman John Margis  County Clerk  James A. Fay  Personally came before me, this 12th day of  December , A.D., 19.74.
ers upon which this instrument is based. Compensation for additional items of damage listed in the country and file claims as provided in in WITNESS WHEREOF, the said grantor hat Chairman of County Board Ecosporate and countersigned by James Assits corporate seal to be hereunto affixed, this signed and Sealed in Presence of Signed and Sealed in Presence of State Of WISCONSIN	In sec. 31.9. Wisconsin Statutes, has not been incinded. If any such items are, a sec. 31.9. Wisconsin Statutes, has not been incinded. If any such items are, a sec. 31.9. Wisconsin Statutes, is caused these presents to be signed by John Margis.  County Clerk  Fav., its Secretary, at Racine Wisconsin,  12th day of December A.D. 19-74  Racine County, Wisconsin  Corporate Name  County Board Chairman John Margis  County Clerk  James A. Fay  Personally came before me, this 12th day of  December , A.D., 19-74  John Margis, County Board Chairman Ray, and
ers upon which this instrument is based. Compensation for additional items of damage listed is no exist the owner may file claims as provided to in WITNESS WHEREOF, the said grantor hat Chairman of County Board Rossidox, and countersigned by James Assits corporate seal to be hereunto affixed, this signed and Sealed in Presence of Signed and Sealed in Presence of Signed and Sealed in Presence of Standard Rossidox, and County Standard Rossidox State Of WISCONSIN Racine County ss.	In sec. 31.19. Wisconsin Statutes, has not been incinded. If any such items are in sec. 31.20. Wisconsin Statutes, has not been incinded. If any such items are in sec. 31.20. Wisconsin Statutes, as caused these presents to be signed by John Margis.  Soundly Clerk  Fay , its Secretary, at Racine ; Wisconsin.  12th day of December A.D. 19.74  Racine County, Wisconsin  Corporate Name  County Board Chairman John Margis  County Clerk James A. Fay  Personally came before me, this 12th day of December , A.D. 19.74  John Margis, County-Board Chairman John Secretary and James A. Fay, County Clerk , Secretary of the above-named Corporation, to me known to be the consent of the secretary of the above-named Corporation, to me known to be the consent of the secretary of the above-named Corporation, to me known to be the consent of the secretary of the above-named Corporation, to me known to be the consent of the consent
ers upon which this instrument is based. Compensation for additional items of damage listed if compensation for additional items of damage listed in the following serviced in the compensation of additional items as provided in in WITNESS WHEREOF, the said grantor had the framen of County Board  Rossions, and countersigned by James As its corporate seal to be hereunto affixed, this signed and Sealed in Presence of Signed and Sealed in Presence of Signed and Sealed in Presence of State Of WISCONSIN  Racine County ss  RECÉIVED FOR RECORD	In sec. 31.19. Wisconsin Statutes, has not been included. If any such items are in sec. 31.20. Wisconsin Statutes, has not been included. If any such items are in sec. 31.20. Wisconsin Statutes.  Is caused these presents to be signed by John Margis.  County Clerk  Racine County, Wisconsin  Corporate Name  County Board Chairman John Margis  County Clerk  James A. Fay  Personally came before me, this 12th day of  December , A.D., 19 74  John Margis, County Board Chairman John Margis  James A. Fay, County Clerk Section, and  James A. Fay, County Clerk Section of the above-named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be
ers upon which this instrument is based.  Compensation for additional items of damage listed in the compensation for additional items of damage listed in the first the owner may file claims as provided in its without the said grantor had chairman of County Board  Ecospoca, and countersigned by James Asits corporate seal to be hereunto affixed, this signed and Sealed in Presence of Signed and Sealed in Presence of Signed and Sealed in Presence of Standard County Standard Cou	In sec. 31.19. Wisconsin Statutes, has not been incinded. If any such items are, as ex. 31.20. Wisconsin Statutes, has not been incinded. If any such items are, as ex. 31.20. Wisconsin Statutes, as caused these presents to be signed by John Margis.  County Clerk  Fay , its Secretary, at Racine , Wisconsin, 12th day of December A.D. 19.74  Racine County, Wisconsin  Corporate Name  County Board Chairman John Margis  County Clerk James A. Fay  Personally came before me, this 12th day of December , A.D., 19.74;  John Margis, County Board Chairman 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 Chairmans.
Proposation for additional terms of damage listed. Compensation for additional terms of damage listed in the first the owner may file claims as provided to line with the content of the country Board.  IN WITNESS WHEREOF, the said grantor has Chairman of County Board.  Proposed and countersigned by James As its corporate seal to be hereunto affixed, this	In sec. 31.19. Wisconsin Statutes, has not been included. If any such items are in sec. 31.20. Wisconsin Statutes, has not been included. If any such items are in sec. 31.20. Wisconsin Statutes, at Racine Wisconsin.  12th day of December A.D., 19.74  Racine County, Wisconsin  Corporate Name  County Board Chairman John Margis  County Clerk  James A. Fay  Personally came before me, this 12th day of  December A.D., 19.74  John Margis, County Board Chairman Section, and  James A. Fay, County Clerk  Section 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 Chairmans
Signed and Sealed in Presence of  Signed and Sealed in Presence of  Signed and Sealed in Presence of  STATE OF WISCONSIN  RECEIVED FOR RECORD  DAY OF  A. D., 19	In sec. 31.19. Wisconsin Statutes, has not been incinded. If any such items are in sec. 31.20. Wisconsin Statutes, has not been incinded. If any such items are in sec. 31.20. Wisconsin Statutes, at Racine County Clerk  Fay , its Secretary, at Racine Wisconsin.  12th day of December A.D. 19.74  Racine County, Wisconsin  Corporate Name  County Board Chairman John Margis  County Clerk James A. Fay  Personally came before me, this 12th day of  December , A.D., 19.74;  John Margis, County Board Chairman John Margis  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 Chairmans

by its authority.

VCL 1250 PAGE 355

(SEAL) Notary Public, Racine County, Wisconsti

My commission expires\_8/31\_\_\_, A.D., 19 75\_

Negotiated by Scott L. Willman

Parcel No. 45

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

Project 1.D. 2390-1-21

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

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;

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 890 021 04n East of the southwest corner of said SW 1/4; thence North 110 301 49" East 989.94 feet; thence North 110 491 57" East 607.62 of a point of curve; thence northeasterly along the arc of a whose long chord bears North 150 451 36" East 2242.52 feet) 2244.27 feet to a point of tangency, said point being South 890 091 45" East 938.63 feet, North 110 491 57" East 27.50 feet and 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 2500.00 feet northeasterly of the point of beginning of said reference line, as measured along said line, to the southerly right of way. 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 <a href="https://document.org/line-state-of-wisconsin">https://document.org/line-state-of-wisconsin</a>, 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, Vis. 35058
Received for Record 13 th day of Carry AD, 19 Set 8 30
O'clock A M. and recorded in Volume 1250
of 1 2000 on page 25535

U.00

1.0-Box 649 LAUTESLA, WISC. 53186

vol1250 PAGE 357

1265300	
This Deed, made between Bank One, Racine,	i i
and Demetrios Dellaportas	Grantor,
Witnesseth, That the said Grantor, for a valuable consider	Grantec,
conveys to Grantee the following described real estate inRacine County, State of Wisconsin:	

Register's Office SS (1)
Received for Record day of Received for Record day of Cook M. A.D. 19 88 at 12 9 o'clock M. M. and recorded in Volume 1929 of Cook on page 6.9

Welson Schutter Register of Deeds

RETURN TO DEMETTIOS DELIAPORTAS COOK National CRealty & State Cook of Cook

Tax Parcel No: Pr 23876-038

A 17.5 foot wide strip of land located in the NW 1/4 and the SW
1/4 of Section 24, T3N, R22E, Racine County, Wisconsin and
described as follows: Begin at the Northeast corner of Certified
Survey Map No. 1169; thence S1^32'27"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 \$46^32'27"E 42.43 feet,
47.12 feet to an iron pipe; thence N88^27'33"E, along said boundary, 10.00 feet to an iron pipe; thence \$18^07'00"W, along said
boundary, 18.58 feet; thence \$88^27'33"W 3.75 feet thence along
the arc of a curve to the left, radius 47.50 feet, whose chord
bears N46^32'27"W 67.18 feet, 74.61 feet to the South line of
Certified Survey Map No. 1169; thence N1^32'27"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 N88^27'33"E 17.50 feet to the point
of beginning. Parcel contains 0.1196 acres.

100 Axempt 77.88 13

This is not homestead property.

1:

 $\Box$ 

Together with all and singular the hereditaments and appurtenances thereunto belonging;

warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except Grantor retains an easement on the property conveyed for ingress and egress of pedestrian and vehicular traffic to Lot 1 of Certified Survey Map No. 1169, and to Lot 1 of Certified Survey Map No. 1276, Racine County. and will warrant and defend the same.

Dated this Archaeolary day of Soptember 19.88

Gerald L. Schwall

*	*GeraldSchwallier,President Bank One, Racine, N.A.
(SEAL)	(SEAL)
*	John F. Drewek, Secretary
AUTHENTICATION	BANK ONE, RACINE, NA ACKNOWLEDGMENT
Signature(s)	STATE OF WISCONSIN
	Racine County.
authenticated thisday of, 19,	Personally came before me this 14 day of Septimbly 1688 the above named
*	GERALA SCHWALLIER JOANN F DREWEK
TITLE: MEMBER STATE BAR OF WISCONSIN	
(If not, authorized by § 706.06, Wis, Stats.) VCL 1929 PAGE 609	to me known to be the person PRESONS who executed the foregoing instrument and acknowledge the same.
THIS INSTRUMENT WAS DRAFTED BY	Marietto L. Borger
Camela Meyer	* MARIETTA L. BORGER
(Signatures may be authenticated or acknowledged. Both	Notary Public RASIM! County, Wis. My Commission is permanent (If not, state expiration
are not necessary.)	date: July 08 , 1990.)

AN ORDINANCE

Racine County, Wis.

Received for Record Q 70h da

o'clock 1. M. and recorded in Volume 15

Theleny M. Schutten

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

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

Part 1.

Section 1

### TERRITORY ANNEXED

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

Section 2

## EFFECT OF ANNEXATION

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

Section 3

## DISTRICT DESIGNATION

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

\_\_\_\_\_

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#### Section 4

## SEVERABILITY

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

## Part 2.

This ordinance shall take effect upon passage.

Passed by the Common Council	10-13-87
Approved	10-14-87
	M. Quen Davis
	Mayor

Attest:

VOL1889 PAGE 144

# PETITION FOR DIRECT ANNEXATION TO THE CITY OF RACINE, WISCONSIN

#### ANNEXATION EXHIBIT "A"

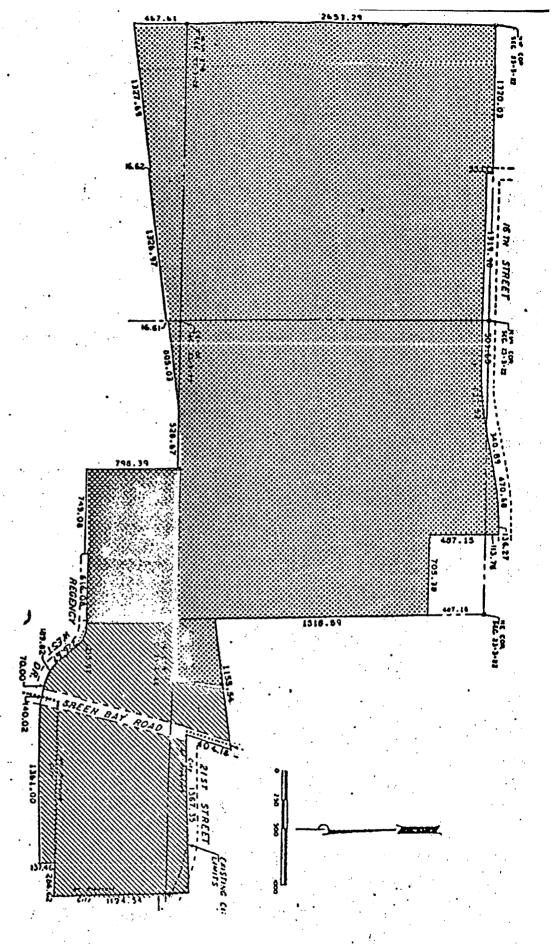
Legal Description of Territory Proposed to be Annexed.

That part of the Southeast 1 of Section 14, the Northwest 1, Northwest 1, Southwest 1 and Southeast 1 of Section 23, and the Southwest 2 of Section 24, all in Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a standard Racine County monument marking the Northwest corner of the Northwest 2 of said Section 23; run thence N89°36'28"E 1320.03 feet along the North line of said Section 23; thence SO1°36'45"E 55.00 feet to the South line of 16th Street; thence N89°36'22"E 1319.98 feet along said South line of 16th Street; thence N89°08'28"E 508.68 feet along said South line of 16th Street to a point on a curve of Southerly convexity whose radius is 2409.19 feet and whose chord bears N83º19'12"E 488.68 feet; thence Easterly on the arc of said curve and the South line of 16th Street 489.5% feet; thence N77°29'57"E 340.89 feet along the South line of 16th Street to a point on a curve of Northerly convexity whose radius is 2242.05 feet and whose chord bears N83024152"E 469.82 feet; thence Easterly 470.68 feet on the arc of said curve and the South line of 16th Street to a point on a curve of Southerly converity whose radius is 2219.00 feet and whose chord bears N870 40'10'E 136.25 feet; thence Easterly on the arc of said curve and the South line of 16th Street 136.27 feet; thence S01.50'10"E 113.76 feet to the North line of said Section 23; thence SO1045 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 SO1°33'25"E 1194.54 feet parallel to the North-South 1 line of said Section 24; thence N89°08'05"W 286.62 feet parallel to the East-West ? line of said Section 24; thence S00°08'19"E 137.46 feet: thence S89. 51'41"W 1361.00 feet to the East line of Green

Page 1 of 2

Bay Road; thence N79°01'46"W 140.02 feet to the West line of Green Bay Road and the North line of Regency West Drive; thence N78.10 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 SO1045'14"E 33.01 feet; thence S890 29'55"W 749.08 feet; thence NO1°38'03"W 798.39 feet to the East-West 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 1 line of said Section 23; thence SO1°45'01"E 16.61 feet along said North-South 1 line to the Southerly line of said Railroad right of way; thence S810 38'51"W 1326.97 feet along said right of way; thence NO1º36'45"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 2 corner of said Section 23; thence NO10 39'38"W 2653.29 feet to the point of beginning. Containing 429.677 acres including the land within Green Bay Road and Twentyfirst Street.

Page 2 of 2 Pages.



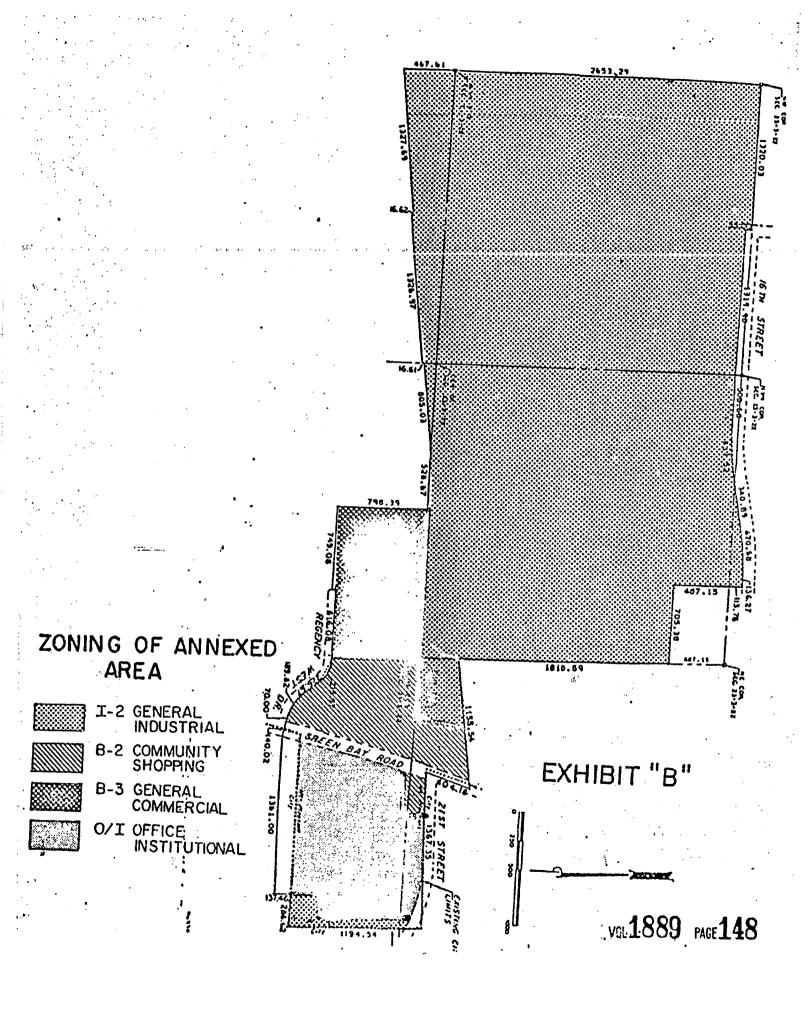
# LAND USE PLAN

HEAVY INDUSTRY

COMMUNITY BUSINESS

GENERAL BUSINESS

EXHIBIT "A"

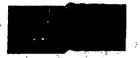


# city of RACINE...racine, wisconsin



CITY CLERK'S OFFICE

-Anthony J. Schlaffer
City Clerk



gTATE OF WISCONSIN )
(OUNTY OF RACINE )

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

Dated this 16th day of October, 1987.

anthony of Achlaffer

4E AL

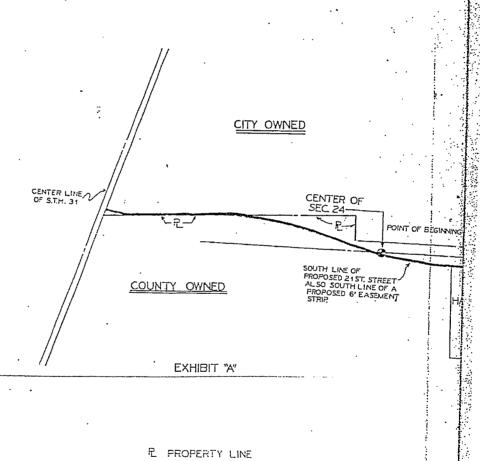
Mt. Pleasant		<b>3</b> .
Parcel #'s	County Comupter #'s	New City Parcel #'s
M2-24-11 M2 24-11-6	008-03-22-24-018-000 008-03-22-24-018-002	276-0000-23901-000- 276-0000-23901-000-
M2-24-11100	008-03-22-24-018-100	276-0000-23900-000-
M2-24-11110	008-03-22-24-018-110	276-0000-23902-000
M2-23-9-14	008-03-22-23-031-014	276-0000-23903-000
M2-24-11120	008-03-22-24-018-120	276-0000-23904-000
M2-24-10	008-03-22-24-016-000	276-0000-23905-000
M2 24-14-1	008-03-22-24-024-100	276-0000-23906-000·
M2-23-3-4	008-03-22-23-021-000	276-0000-23907-000
M2-23-8 M2-23-71 (Pt)	008-03-22-23-030-000 008-03-22-23-092-000	276-0000-23908-000 276-0000-23908-000
M2-23-3-2	008-03-22-23-019-000	276-0000-23909-000
M2-23-3-6	008-03-22-23-023-000	276-0000-23910-000
M2-23-3-1	008-03-22-23-018-000	276-0000-23911-000
M2-23-3-3	008-03-22-23-020-000	276-0000-23912-000-
M2-23-3-C	008-03-22-23-017-030	276-0000-23913-000
M2-23-3-B	008-03-22-23-017-020	276-0000-23914-000.
M2-23-3	008-03-22-23-017-000	276-0000-23915-000
M2-23-3-A	008-03-22-23-017-010	276-0000-23916-000
M2-23-200	008-03-22-23-200-000	276-0000-23917-000
M2-23-3-5	008-03-22-23-022-000	276-0000-23918-000-
M2-23-2	008-03-22-23-016-000	276-0000-23919-000
Pt M2 14-28#1-1	008-03-22-14-096-000	276-0000-27920-000
Pt M2-14-28	008-03-22-14-094-000	276-0000-23921-000
Pt M2-23-1	008-03-22-23-001-001	276-0000-23922-000
M2-23-12	008-03-22-23-033-000	276-0000-23923-000
Pt M2-14-27	008-03-22-14-086-000	276-0000-23924-000
M2-23-2-1/	008-03-22-23-016-001	276-0000-23925-000
M2-24-14	008-03-22-24-024-000	276-0000-23926-000
M2-24-200	008-03-22-24-200-000	276-0000-23927-000
M2-24-15-5-1	008-03-22-24-026-000	276-0000-23876-038-
M2-24-15	008-03-22-24-025-000	276-0000-23876-017-
M2-24-15-1	008-03-22-24-025-001	276-0000-23876-018
M2-24-15-2	008-03-22-24-025-002	276-0000-23876-016

2
— <del>,</del>
196

	"Exhibit One" FORM 775-3-67-500
FOR AND IN CONSIDERATION of the sum of	One and no/100 Dollars (\$1.00 )
it paid, the receipt whereof is hereby acknowledged.	the undersigned Grantor.
	ne County
es hereby give, grant and convey unto	
	ural gas company
TAN MEMODERS	UNAL GAS COMPANI
ermission and authority to lay, install, construct, main ipelines with valves, tic-overs and other appurtenant fa	ect to the limitations and reservations herein stated, the right, stain, operate, alter, replace, repair and remove a pipeline or cilities, all of which shall be and remain the property of Grantee, thereof or any liquids, gases or substances which can be trans-
orted through a pipeline; over, under, across, and up	
	Six ( · 6 · )
et in width being a part of the premises of the under	signed in the Southeast One-Quarter (SE 1/4)  west One-Quarter (NW 1/4)
Section numbered Twenty-Four	( 7/2 ) Transition of the state
	Range numberedTwenty-Two
22 ) East Town of	Mt. Pleasant , Racine
Southerly bunty, Wisconsin, the ranks line of said strip of lar	nd being described as follows:
ast, along the East-West One-Quarter li 8.43 feet to the point of beginning, sa roperty owned by Haban Manufacturing Co he Register of Deeds for Racine County 8 Register of Deeds for Racine County 19 Register of Deeds for Racine County 19 Light (chord bearing North 75° 43' 46-1/ 19 Torth 64° 19' 27" West 27.76 feet to a porth 89° 40' 07" West 607.31 feet to a 10 the right (chord bearing North 79° 09 the right)	tion 24 and running thence South 87° 08' 06"  Ine, 426.53 feet; thence South 36° 45' 59" East aid point being the Westerly most corner of  in Volume 1001 on Page 499; thence North 87°  surve; thence along the arc of a curve to the  '2" West, 488.32 feet) 491.56 feet; thence  roint of curve; thence along the arc of a curve  '47" West, 585.15 feet) 589.95 feet; thence  point of curve; thence along the arc of a curve  '44" West, 139.88 feet) 140.67 feet to a point;  the Trunk Highway #31, a/k/a Green Bay Road, said  the line herein described.
This easement pertains only to that	
•	nexed hereto, marked Exhibit "A" and made a part thereof.
hts herein granted, including but not limited to, the ri d other obstructions, which might interfere with the ri	ts necessary or convenient for the full enjoyment or use of the ght to remove and to clear all rocks, trees, brush, limbs, fences ghts herein contained, and the free and full right of ingress at lands of the Grantor to and from said strip of land.
Any pipe shall be buried to such depth that it wi	ill not interfere with the ordinary cultivation of said land.
The Grantor_covenane_ and agrees_ that no st	ructure will be erected or trees planted on said premises with-
6 feet of said above described rentredine: So	outherly line.
ucting, maintaining, operating, altering, replacing, rep	or physical damage which it causes by laying, installing, con- nifing or removing said pipeline or pipelines, to growing crops,
eting, maintaining, operating, altering, replacing, rep- stock, and fences on Grantor's land.  In the event Grantee lays more than one pipeline, (see to this casement the same consideration as that fi	
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core, EMERSON ELECTRIC ECKMANN CORP N 87°CE'C6"W. SOUTH LINE OF HABAN MFG. EAST 1/4 CORNER SEC. 24 voi 1028 PAGE 72 SHEET 1 OF 1 REVISIONS DATE WISCONSIN ELECTRIC POWER CO. EXT. PROPOSED EASEMENT FOR 21ST. STREET L DA YE GBYORGS DATE 6-4-59 C-

QUIT CLAIM DEED.—By Corporation	STATE OF WISCONSIS	N-FORM No. 12	W. C. )	CHIEF CO., SIPACETE
This Indenture, Made thi	s	day ofN	lovember	, A. D., 19 <sup>68</sup> .,
between City of Racine,	a municipal co	rporation		
सरिवञ्जनसम्बद्ध duly organized and o County of Racine, Haban Manufacturin	State of		, Wisconsin, party ol	f the first part, and
the County of Raci	ine, State of W	isconsin	nart <b>y</b> c	of the second part
Witnesseth, That the said par Dollar and other g	rty of the first part, for	and in considerat	tion of the sum of On	
***************************************	10 TWO COMM 1 20 TWO BERN AND 12 COMM AND	1		
to it paid by the said part. Y of the	second part, the receipt	t whereof is hereb	y confessed and acknow	ledged, has given,
granted, bargained, sold, remised, rele	ased and quit-claimed, a	and by these prese	ents does give, grant, ba	rgain, sell, remise, SUCCESSOTS
release and quit-claim unto the said	part.y of the seco	and part, and to.	its	
assigns forever, the following describe	d real estate, situated i	in the County of	Racine	***************************************
State of Wisconsin, to-wit:		•		
That part of the S	outheast 1/4 of	F Section 2	/ Torm 2 North	Dongo

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.

22 East, in the City of Racine, Racine County, Wisconsin, described

as follows:..

/m1001 =±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

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						Racine				
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HERMEN	불, and co	untersigned	i by Ge	orge	н. В∈	nson, it	ts City (	Clerk		
at Ra	cine,		·			, Wisc	onsin, and its	corporate	seal to be h	ereunto affixed
this	27	da				, A. D				
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· C Siz	ned and S	ealed in the	Presenc	e of	}	-,	of Raci	ine /-		Corporate Name
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	***************************************	*****	<b></b>		<i>V</i>	illiam H	.Beyer,		Mayor	, Bressau,
										,358&23.79
of the above	Munic named/C	ipal Corporation	, to me	known t	o be the	persons who	executed th	e foregoing	g instrumen	t, and to me
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Louis J	. Rosh	ar, 73	0 Wash	ningto	on Ave	nue, Rac	cine, Wis	5.	. =	
(Section 5	4.51 (I) of c	he Wisconsin	Statutes p	roslaes tha	it all Instr	amenta to be rec	corded shall hav	e plainly prin	ited or typers	ltten thereon the
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Z	City of Racine	a. Mun1c1pal. Corporation. ro	Haban Manufacturing Company	a Wisconsin Corporation	QUIT CLAIM DEEI	E ALE	Received for Record this, $L_3$ , $L_5$ and of $L_5$ , $L_5$	nt F.L. L. oclock L. M., and recorded in Vol. L. O.C.L. O. Beels on page 1.1.	Stanley F.	D Brows Burest
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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

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 (W½) 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 Presence of:

RACINE COUNTY

John Margis, Jr. Chaifman

ATTEST:

Dennis J. Flynn

James A. Fay

County Clerk

Vol 1397 and 123

VOL 1397 FACE 124

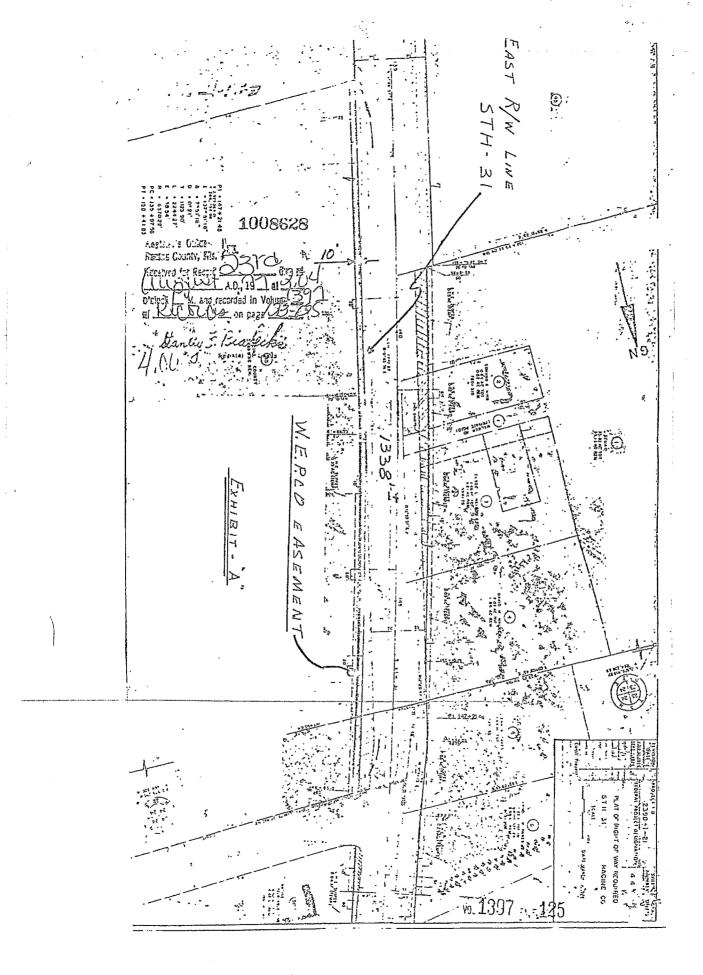
Personally came before me	this 25th day of March
1975, John Margis, Jr.	, Chairman, and
James A. Fay	, County Clerk, of the above named
municipal corporation, to me k	nown to be the persons who executed the
foregoing instrument and to me	known to be such Chairman and County
Clerk of said municipal corpor	ation, and acknowledged that they executed
the foregoing instrument as su	ch officers, as the deed of said municipal
corporation, by its authority,	and pursuant to Resolution No
adopted by its Board of Superv	isors on the <u>25th</u> day of
, 1	975.
	7,30,30,371
I.D.O. R-665	Dennis J. Flynn
420-W0 01-4049	Notary Public, Racine / County, Wi
pcr 3-10-75	My commission EXPERSX IS DEFINATIONS
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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



,

FOR AND IN CONSIDERA	ATION of the sum of One Dollar (\$1.00) toit paid, the receip
whereof is hereby acknowledg	
Association	, ownerand grantor, do es hereby convey unto
Wi	SCONSIN ELECTRIC POWER COMPANY

the grantor's premises described as Lot 1 of Certified Survey Map No. 1169 recorded in the Office of the Register of Deeds for Racine County, Wisconsin, in Volume 3 of Certified Survey Maps on Pages 426 through 428, as Document No. 1207187 and being a part of the Northwest & and the Southwest & of Section 24, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin.

Register's Office Racine County, Wis.	SS
Repeived for Record	day of 1987at 1 149
o'clock M and M	ecorded in Volume 1841 On page 46-468

RECEIVED W.E.P. CO.

DEC 21 1986

SOUTHERN DIV. RACINE

Heliam Achutteni
Register of Deeds
(If necessary, continue on reverse side)

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

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

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

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

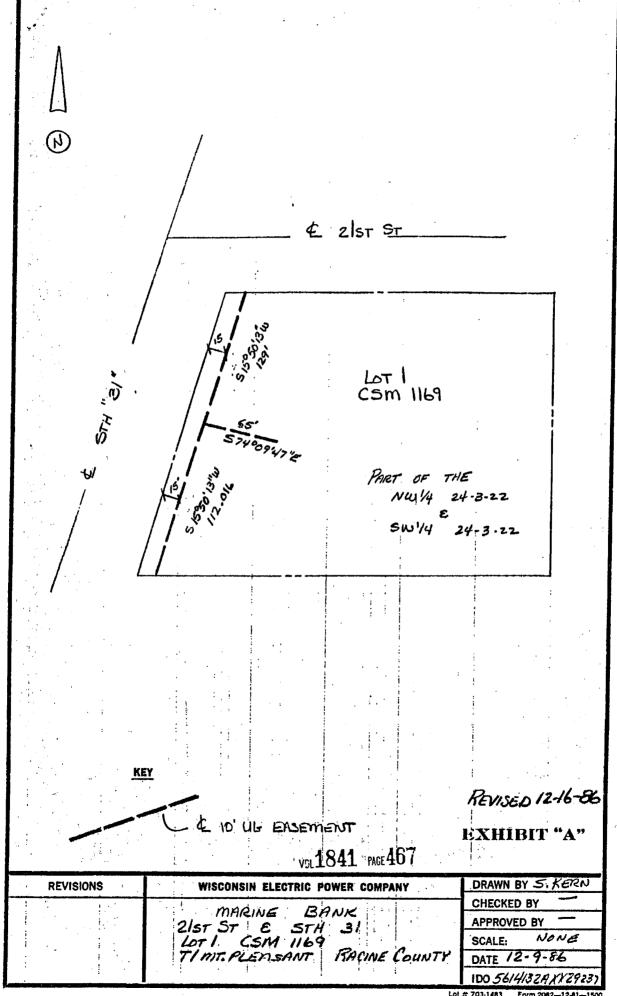
The grantee and its agents shall have the right to enter the premises of the undersigned for the purpose of exercising the rights herein acquired, but the grantee agrees to restore or cause to have restored, the premises of the undersigned, as nearly as is reasonably possible, to the condition existing prior to such entry by the grantee of 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.

5-1-008-03-22-24-026-000

VCL 1841 PAGE 466



XKY <u>XXXXXXXXXXX</u> XXXXXXXXXXXXXXXXXXXXXXXX	CXXXXXXXX the said MARINE BANK (	ÖF
MT . PLEASANT has caused these presents to be signed	by its	Presiden
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	By Berald L. Schwaller	
	Gerald L. Schwallier P	resident
	ATTEST!	_
	P. Terry Addregg V.Po/Qas	hier
STATE OF WISCONSIN )	$\mathcal{O}$	
COUNTY)	· ·	
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to me known to be the person who executed the foregoing $^{\mathrm{in}}$	strument and acknowledged the same.	
	Notary Public,	Co.,Wis
	My commission expires	
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COUNTY)		
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Gerald L. Schwallier		resident
	ice President/Cashier, of	the abov
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named corporation, MARINE BANK OF MT. PLEASA		—, <sup>9</sup>
Wisconsin corporation, known to me to	be the persons who executed the foregoing instru	ument an
o me known to be suchPresident	and Vice President/Cash sersald corpora	tion, and
rcknowledged that they executed the foregoing instrument as suc	officers, as the deed of said corporation, by its	authority
APPROVED:	70- 01/100	
initials Date	Nancy A. Willis	V 1.
VSL 1841 PAGE 468	Notary Public, Racine	Co.,Wis
VSLIUTE FAUE 100	My commission expires 11/18/90	
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	The Same Land	., '

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#### LAND USE AGREEMENT

This Agreement made and entered into as of November /2 //, 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:

- 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.
- 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, 23876-39TS # 23900 thru 23927 vol 1896 page 539

3894

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20.00

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

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

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

Owner: Land Reclamation, Ltd.

1777 Oakes Road

Racine, Wisconsin 53406

City: Director of City Development

730 Washington Avenue Racine, Wisconsin 53403

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

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

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

(Testimonium Page Follows)

ATTEST:

As to the signature of Richard F. Meissner

Joseph 0/ Muratore, Sr. As to the signature of

Glenn Oakes

ATTEST:

Muratore,

SEKAO, INC.,

Countersigned:

OWNERS:

Ву

Ву

By

LAND RECLAMATION, LTD.

Official Capacity

Oakes,

Richard F. Meissner, Executive Vice-

Richard F. Meissner, Treasurer

(SEAL)

Pres.

As to the signature of Richard F. Meissner

As to the signature of Glenn Oakes

/Muratore, Sr.

chaelt

ATTEST:

As to the signature of N. Owen Davies

Joseph E./Boyle

As to the signature of Anthony J. Schlaffer

Diane I. Schacht

CITY OF RACINE

Countersigned:

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.

øseph J. Myratore, Sr.

Title: Member State Bar of Wisconsin

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

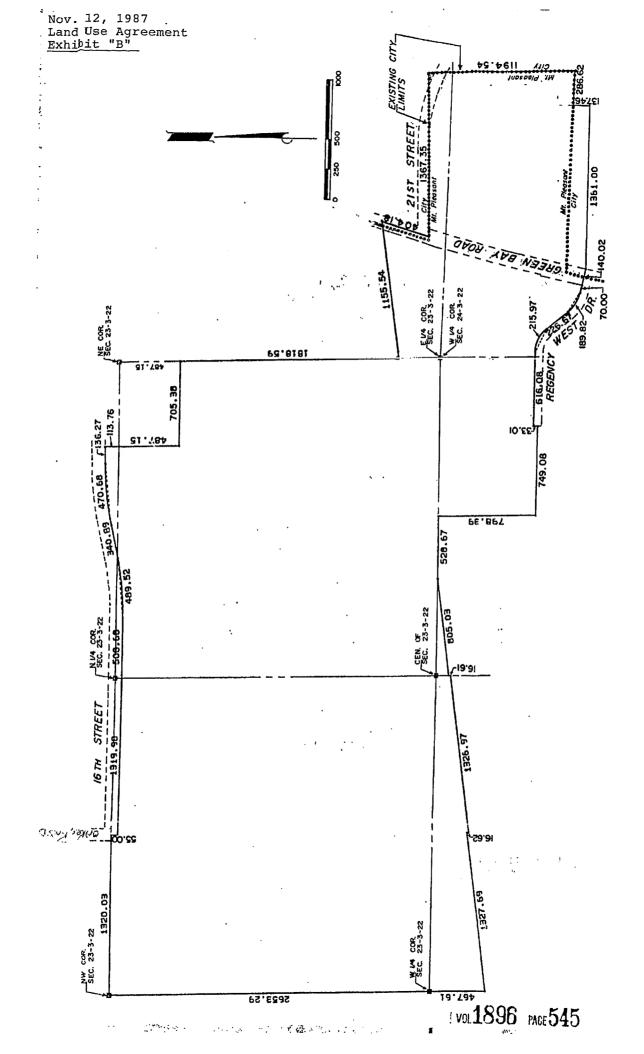
That part of the Southeast 1 of Section 14, the Northwest 1, Northeast 1, Southwest 1 and Southeast 1 of Section 23, and the Southwest 2 of Section 24, all in Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a standard Racine County monument marking the Northwest corner of the Northwest 1 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 N83º19'12"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"EV1367.35 feet along the projected South line and actual South line of Twenty-first Street; thence SO1°33'25"E 1194.54 feet parallel to the North-South 1 line of said Section 24; thence N89°08:05"W 286.62 feet parallel to the East-West 1 line of said Section 24; thence S00°08'19"E 137.46 feet; thence S89°51'41"W 1361.00 feet to the East line of Green

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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 NO1°38'03"W 798.39 feet to the East-West 1 line of said Section 23; thence S89.05.04"W 528.67 feet to the Southerly line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence S81°38'51"W 805.03 feet along said right of way to the North-South 1 line of said Section 23; thence S01°45'01"E 16.61 feet along said North-South 1 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 1 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-

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

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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

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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 regulations:

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.

VOL 1896 PAGE 547

Received for Record day of Colock M. M. and recorded in Volume 1929

11 Lean M. Schutten 9/1/88

26. Register of Deeds

#### DECLARATION OF EASEMENTS AND RESTRICTIONS

This Declaration of Easements and Restrictions hereinafter referred to as the "Declaration") is made the \_\_\_\_\_\_\_ 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 1

#### **DEFINITIONS**

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 an 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

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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 an 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 Sito, 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 <u>Building Elevations</u> 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 Americanmade 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 <u>Limitation on Detrimental Characteristics for Bank</u> 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;

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

(xxxxvi) day care center;

(xxxxvii) meeting hall;

(xxxxviii) theatre;

(i1) bus station or terminal;

(1) 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 DELLAPORTAS

STATE OF ILLINOIS )
(SS COUNTY OF COOK )

This instrument was acknowledged before me on <u>Saytak 6 /1888</u> by Demetrios Dellaportas.

Subscribed and sworn to before me this 674 day of corres, 1988.

Notary Aublic, State of Flinus
My commission expires: 7/25/42

This instrument prepared by:

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

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

BANK ONE, RACINE, N.A.

Gerald L. Schwallier

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

ATTEST:

By: Joan F. Drewk

STATE OF Wilderson ) SS COUNTY OF Course ( Course)

This instrument was acknowledged before me on <u>September 71988</u> by Gerald Schwallier as President of Bank One, Racine, N.A.

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_, 1988.

Notary Public, State of Wisconsin My commission expires: 07-08-90

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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 \$ 89°51'41" W 200.00 feet to a 1" diameter iron pipe stake; thence S 00°08'19" E 400.00 fcet; thence S 89°51'41" W 1361.00 fcet 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 !" diameter iron pipe stake; thence N 12°21'20" E 70.57 feet on the Easterly line of said highway to a l" 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 !" diameter Iron pipe stake marking the point of curvature of a curve of Northwesterly convexity whose radius is 1333.69 feet and whose chord bears \$ 79°22'21" E 562.24 feet; thence Southeasterly 566.49 feet on the arc of said curve and the South line of 21st Street to a l' 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 I/4 and the Southwest I/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, 18.58 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 I of Certifled 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 Certifled 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

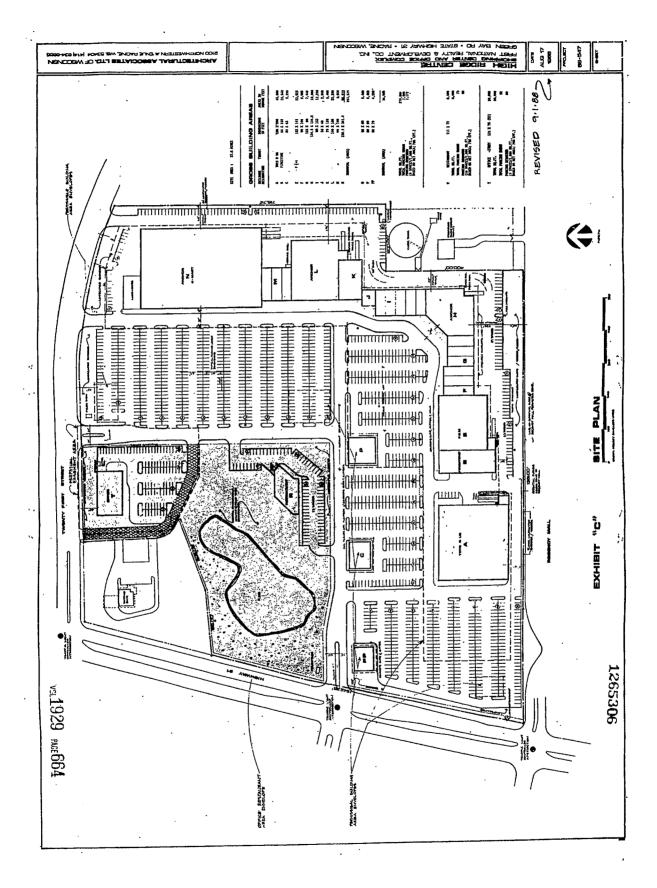
Lot I of Certified Survey Map No. 1169, recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 30, 1986 in Volume 3 of Certified Survey Maps, pages 426-428, as Document No. 1207187, being part of the Southwest 1/4 and the Northwest 1/4 of Section 24, Town 3 North, Range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

vol 1929 PAGE 663



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## ADDENDUM TO DECLARATION OF EASEMENTS AND RESTRICTIONS

Helin M. Schutten
REGISTER OF DEEDS

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 Ceclaration 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

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n.M. Schutten

Register of Deeds

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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  $\frac{April 2}{1990}$ .

Demetrics Dellaportas

STATE OF ILLINOIS ) SS COOK COUNTY )

Personally came before me this 200 day of HPRIL, 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 200 day of APRIL , 1990.

Notary Public, State of Illinois
My Commission Expires 4-23-92

OFFICIAL SEAL "
COLLEEN A. HANRAHAN
JOTANY PUPLIC. STATE OF ILLINOIS
BY COMMISSION EXPIRES 9/23/92

tvol 2010 PAGE 128

BANK ONE, RACINE, N.A.

By Gerald L. Schwallier,

President

ATTEST:

By\_\_\_\_

Secretary of Bank One, Racine, N.A.

STATE OF WISCONSIN ) SS.

RACINE COUNTY

Personally came before me this day of light, 1990, the above named Gerald L. Schwallier, as President of Bank One, Racine, to me known to be such person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me this /3 day of Lipsel, 1990.

Notacy Public, State of Wisconsin My Commission Expires -0-19.92

7VOL 2010 PAGE 129

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: Degin at a point on the East-West 1/4 line of said Section 24 located H 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 \$ 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 la diameter iron flipe stake; thence H 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 durve of Horthwesterly convexity whose radius is 16310.22 feet and whose chiefd bears 11 15004153" 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 68°27'33" E 694.81 feet on the South line of 21st Street to a 1" diameter from pipe stake marking the point of curvature of a curve of Northwesterly convexity whose radius is 1333.59 feet and whose chord bears \$ 79°22'21" E 562.24 feet; thence Southeasterly 566.49 feet on the arc of said curve and the South line of 21st Street to a 1" diameter iron pipe stake; thence S 00°68'19" E 73.45 feet to the point of beginning. EXCEPTING THEREFROM Certified Survey Maps Nos. 1159 and 1276.

AUSO:

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 Northelst corner of Certified Survey Map No. 1169; thence \$ 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 \$ 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 \$ 18°07'00" N, along said boundary, 18.56 feet; thence \$ 88°27'33" K 3.75 feet; thence along the arc of a curve to the left, radius 47.50 feet, whose chord bears N 46°32'27" N 67.18 feet, 74.61 feet to the South line of Certified Survey Tap No. 1 69; thence N 1°32'27" L 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.

Tex Parcel No. 23876-17

EXHIBIT 1

tvc.2010 PAGE 130

Lot I 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 35, 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 I 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.

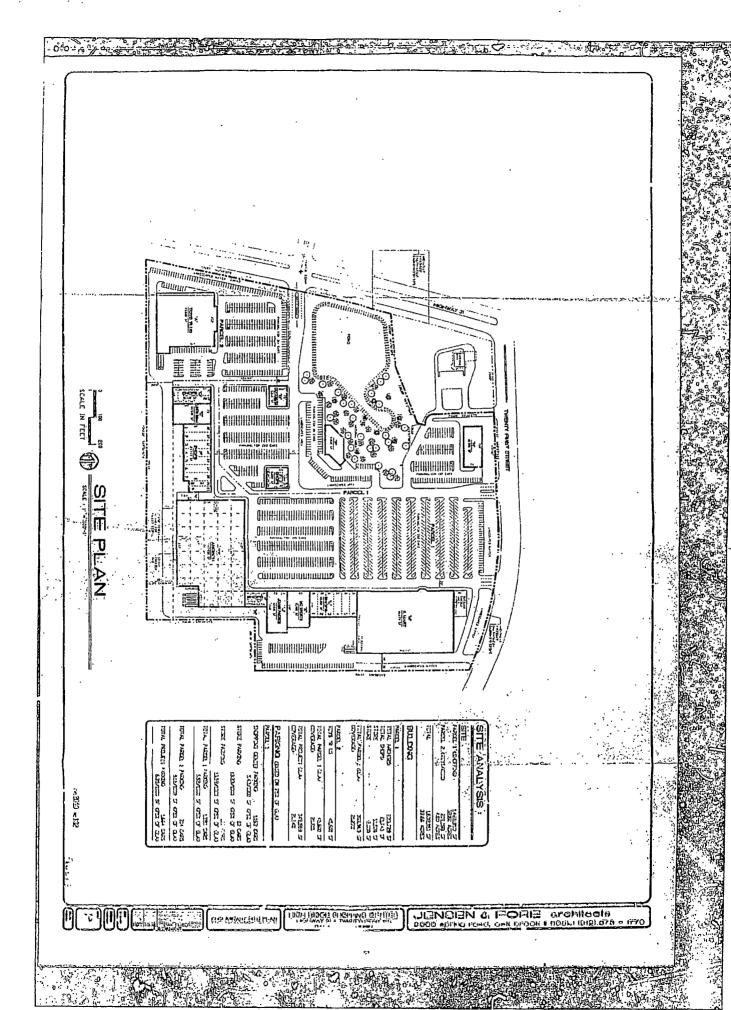
## EXCEPTING THEREFROM THE FOLLOWING:

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; theree 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

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EXHIBIT 2



## 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

Register's Office
Recine County, Wis SS

Received for Record A.D. 19 91 at 8:30

o'clock A.M. and recorded in Volume about of Volume about on page 748-753

Helen M. Schutten

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1 VSL 2077 PAGE 748

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 8 day of \_\_\_\_\_\_\_, 1991.

BANK ONE, RACINE, N.A.

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

ATTEST:

By Senior Vice President

STATE OF WISCONSIN )
COUNTY OF RACINE )

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

Subscribed and sworn to before me on this /8 day of fure, 1991.

Notary Public,

State of Wisconsin

My Commission expires: 4-9-95

Security Bank of Kansas City	
By M.R. Dente	
** W. R. Hook	
Its: Chairman and Chief Executive Officer	
ATTEST:	
By Carol & Springer	
** Carol L. Spracue	
lts: Co.porate Secretary	
STATE OF Kansas ) )SS COUNTY OF Wyandotte )	
This instrument was acknowledged before me on June 25,	1001 hu
W. R. Hook and Carol I. Sprague	
W. R. Hook and Carol I. Sprague  Subscribed and sworn to before me on this 25 day of June, 1991.	, 1991 by
Subscribed and sworn to before me on this 25 day of June, 1991.	, 1991 by
Subscribed and sworn to before me on this 25 day of June, 1991.  Hotary Public, Susan M Egnatic	, 1991 by
Subscribed and sworn to before me on this 25 day of June, 1991.  Subscribed and sworn to before me on this 25 day of June, 1991.	, 1991 by
Subscribed and sworn to before me on this 25 day of June, 1991.  Notary Public, Susan M Egnatic State of Kansas  My Commission expires: 7-17-91	, 1991 by
Subscribed and sworn to before me on this 25 day of June, 1991.  Motary Public, Susan M Egnatic State of Kansas  My Commission expires: 7-17-91	, 1991 by
Subscribed and sworn to before me on this 25 day of June, 1991.  Motary Public, Susan M Egnatic State of Kansas  My Commission expires: 7-17-91  MOTARY  WELLO	, 1991 by
Subscribed and sworn to before me on this 25 day of June, 1991.  Notary Public, Susan M Egnatic State of Kansas  My Commission expires: 7-17-91  M. C.  This Instrument drafted by:  Care to Many Myer	, 1991 by
Subscribed and sworn to before me on this 25 day of June, 1991.  Motary Public, Susan M Egnatic State of Kansas  My Commission expires: 7-17-91  MOTARY  WELLO	, 1991 by

## 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 from monument marking the center of sald 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° 081 19% W, along the easterly boundary of said C.S.M. No. 1395, 323.00 feet to an Iron rod; thence S 89° 511 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 1º 321 27m H 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 \$ 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 I of Certified Survey Map No. 1276, recorded in the office of the Register of Deeds for Racine County, Wisconsin on November 6, 1937 if 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, Radge 22 Centr. Said land being in the City of Racine, Racine County, Wisconsin.

AND

Lot I 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

1716543

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

MARK A.LADD REGISTER OF DEEDS	100	TAUE
28	0 -	<u>-</u>

## FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS

	THIS	FIRST	<b>AMENDM</b>	ENT T	T O	HE	DECLA	ARATION	OF	EASEMENTS	AND
REST	RICTIO	NS ("Am	endment") i	s made a	and en	tered	into as	of the	<u> 3</u>	day of <u>Dece</u>	mber
			1999, betw	een the	Calif	omia	State 7	Feachers'	Retirer	nent System, a	public
entity,	("Owne	er"), Ban	k One, Rac	ine, N.A	L. ("B	ank (	One") a	nd Triple	H LLF	, a Wisconsin	limited
liabilit	y partne	rship ("T	riple 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.

VOL PAGE 3001 101

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

3001 102

plans and specifications of <u>Daniel Rhemaro</u>, dated <u>9/23/1999</u>. 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."

VOL PAGE 3001 103

- 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 not withstanding 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) <u>Hazardous Materials</u>.

- (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

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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) <u>Easements for Utilities.</u> 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

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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

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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.

- Right of First Refusal. If at any time during the term of the Declaration, Triple H, or its (g) 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) <u>Successors</u>. 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. <u>Definition of Terms</u>. 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. <u>Effective Date</u>. This First Amendment to the Declaration shall become effective upon recordation.
- 9. <u>Indemnifications</u>. 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

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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., acorporation	Triple H LLP, a Wisconsin limited liability partnership
By: May One	By: RitaM. Mamar
Name: WILLIAM STEELE J.	Name: PEVER M- HAMAN
Title: VICE AKESIAENT	Title: ARY NEW
Attest:	Attest:
Ву:	By: Limold Cottamer
Name:	Name: Timothy C. Haucen
Title:	Title: Partuen
	CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM, a public entity
<b>.</b> €	By: Patrick MITCHELL
	Name: Chief Investment Officer
	Title:
	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 H 89° 08' 05" W 326, 13 feet from a brass-capped iron monument marking the center of said Section 24; run thence \$ 0° 08; 19# E 733, 22 feet to an Iron pipe; thence S 89° 511 41" W 200.00 feet to an Iron pipe; thence \$ 0° 081 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#1 thence N 11° 43' 57" E, along the easterly line of said highway, 260,89 feet to an Iron pipe; thence N 12° 211 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 H 14° 23' 41" E 280.15 feet to an Iron pipe marking the southwesterly corner of Certified Survey Map No. 1276; thence H 84° 51! OOM E, along the southerly boundary of said C.S.H. No. 1276, 195.00 feet to an Iron pipe; thence N 69° 29° 00° E, along the southerly boundary of said C.S.H. No. 1276, 222.08 feet to an Iron pipe; thence N 18° 07° 00° E, along the easterly boundary of said C.S.H. 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\* 321 27\* W 230,00 feet to the north line of said C.S.M. No. 1169, which is also the south line of Zist 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 \$ 79° 22° 21" E 562,24 feet to an Iron pipe; thence \$ 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 Yolume 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. I, Certified Survey Map No. 1528, recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 2, 1991, in Yolume 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.

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## EXHIBIT B

## BANK SITE

Lot 1 of Certified Survey Hap No. 1276, recorded in the office of the Register of Deeds for Racine County, Wisconsin on November 9, 1987 in Yolumo 4 of Certified Survey Haps, 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 I of Certifled Survey Map No. 1169, recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 30, 1986 in Yolume 3 of Certifled 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, Misconsin.

## 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. 169; 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 faet to the South line of Certified Survey Map No. 169; thence N 1°32'27" W 230.00 feet to the North line of said C.S.M. No. 169, 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

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## **EXHIBIT C**

## OUTPARCEL

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 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.

	VOL	PAGE
STATE CHINA OF WISCONSIN )	3001	112
COUNTY OF MILWAUKEE ) SS.		
I, Maxine E. Haas , a Notary Public in and DO HEREBY CERTIFY that William Steele, Jr., a NA, a corporation, is personally known to a subscribed to the foregoing instrument as such Vice Presidenson and acknowledged that he/shex signed and delivered woluntary act and as the free and voluntary act of said corporations.	a <u>Vice President</u> ne to be the same pe ident appeared before said instrument as h	rson whose name is ore me this day in is/kooxxxxxx free and
GIVEN under my hand and Notarial Seal, this3	ard day of <u>I</u>	December
Maken Notary Public	Maxine E. Haas	
My Commission	expires. June 25	, 2000

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STATE OF ILLINOIS )	
) SS.	
COUNTY OF COOK )	
whose name(s) is/are subscribed to the foreg	tary Public in and for said County, in the State aforesaid, non *Timohac Hamon Pretners of Triple Haip, */are personally known to me to be the same person(s) going instrument as the Partners and eared before me this day in person and acknowledged that the ment as his fact their own free and voluntary act and as the or the uses and purposes therein set forth.
GIVEN under my hand and Notarial 1999.	Seal, this Zloth day of January 2000
SANDRA L. CARLSON	Notary Public  My Commission expires: 5-4-03

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STATE OF (alifornia)	
COUNTY OF <u>Sacra</u> mento) SS.	
State Teachers' Retirement System, is/are-name(s) is/are-subscribed to the foregoing in of said public entity that he/she/they signed and delivered said in	tary Public in and for said County, in the State aforesaid,  of California personally known to me to be the same person(s) whose enstrument as the CIO and appeared before me this day in person and acknowledged enstrument as his/her/their own free and voluntary act and as ty, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial 1999.	Seal, this 25th day of January.
MARY ANN AWANGING Commission # 120755	Mary Lundvansino Notary Publis
Notory Public - Castless Socramente County My Comm. Bipties Dec24, 2008	My Commission expires: 12-26-03

## DOCUMENT #

1716541

Document Number

SEE ATTACHED LEGAL

Consent agreement

Title of Document

REGISTER'S OFFICE RACINE COUNTY, WI

RECORDED\_\_\_\_

2000 FEB -2 PM 4:41

MARK A.LACD REGISTER OF DEEDS 3001

**⊕** 

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Record this document with the Register of Deeds

Name and Return Address: Atty Andrew Annes Schenk, Annes, Brookman & Tepper, Ltd 311 S. Wacher Dr. Ste 5125 Chicago, IL 60606-6622

23876-44

(Parcel Identification Number)



# TOYS'A'US

www.toysrus.com NATIONAL OFFICES: 461 FROM ROAD, PARAMUS, NJ 07652-3524

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 \_\_\_

2000

day of

**Notary Public** 

**DEBORAH SALOMON** 

A Notary Public of New Jersey

My Commission Expires 12/03/2001

KSLTM123,129

## 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, Misconsin, 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 from 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" N, 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.H. 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 choru 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 sald 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, glong the easterly boundary of said C.S.M. No. 1276, 12,42 feet; thence \$ 88° 271 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 H 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 1º 32º 27# ¥ 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 \$ 79° 22° 21" E 562,24 feet to an Iron pipe; thence \$ 0° 08°, 198 E 73.45 feet to the point of beginning.

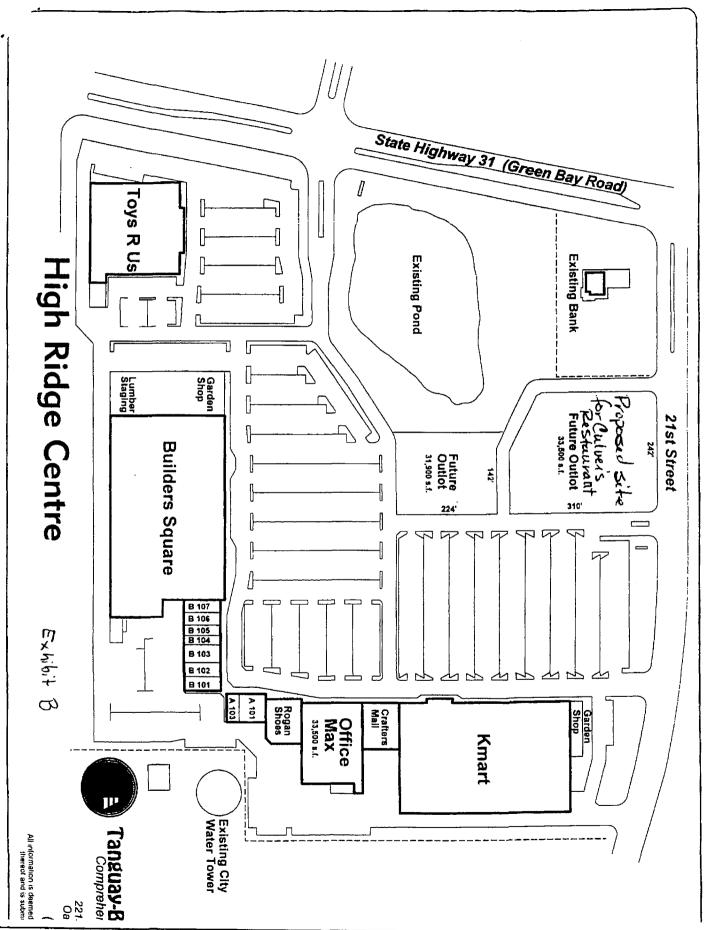
## Parcel 2:

Lot 1, Certifled Survey Map No. 1395, recorded in the office of the Ragister of Deeds for Racine County, Wisconsin on February 20, 1989 in Yolume 4 of Certifled 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 Easts 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, Misconsin on July 2, 1991, in Yolume 4, 1 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.

VOL PAGE 3001 095



## 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

16-	MARK A.LADD REGISTER OF DEEDS	096-099
	2000 FEB -2 PM 4: 42	3001

\* 23876-44

#### WAIVER

This Waiver is made effective as of this 44k day of MOVEMBER, 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 it 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 it 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

VOL PAGE 3001 097

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 driveup 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.

VOL PAGE 3001 098

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

Its:

LORRENCE T. KELLAR V.P. REAL ESTATE

SUBSCRIBED and SWORN to before me

this 4th

day of

Carren 6-6- 19

(Notary Public

AM) M ALEXANDER

Sty 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, Misconsin, 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° 081 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" # 652,51 feet to an Iron rod marking the southeast corner of Certified Survey Map No. 1395; thence N 0° 081 19" W, along the easterly boundary of said C.S.M. No. 1395, 323.00 feet to an Iron rod; thence S 89° 511 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 choru bears N 14° 23' 41" E 280, 15 feet to an Iron pipe marking the southwesterly corner of Certified Survey Map No. 1276; thence H 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 45° 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 1º 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 H 88° 27' 33° E, along the south line of 21st Street, 452,31 feet to an Iron plye; 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 \$ 79° 22° 21" E 562,24 feet to an Iron pipe; thence \$ 0° 08°. 19" E 73.45" feet to the point of beginning.

#### Parcel 2:

Lot 1, Cartified 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 Easts Said land being in the City of Racins, Racine County, Wisconsin.

Tax Parce! 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, Misconsin on July 2, 1991, in Yolume 4, 1 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 Misconsin.

172584-2A

1725271

**Document Number** 

IDO NO.

DISTRIBUTION EASEMENT UNDERGROUND JOINT

REGISTER'S OFFICE RACINE COUNTY, WI

RECORDED\_

2000 APR 25 PM 4: 14

MARK A. LADD REGISTER OF DEEDS 120

274-275

RETURN TO:

WISCONSIN ELECTRIC POWER COMPANY PROPERTY RIGHTS & INFORMATION GROUP 231 W. MICHIGAN STREET, ROOM A440 PO BOX 2046

MILWAUKEE, WI 53201-2046

276-0000-23876-038 (Parcel Identification Number)

For \$1.00 and other valuable consideration which BANK ONE, hereinafter referred to as "grantor," owner of land, acknowledges receipt of, grants and warrants to WISCONSIN ELECTRIC POWER COMPANY & WISCONSIN BELL, INC, d/b/a AMERITECH-WISCONSIN hereinafter referred to as "grantee," a permanent easement upon, within and beneath a part of grantor's land hereinafter referred to as "easement area."

The easement area is described as the southerly, the southeasterly and easterly 12 feet of the grantor's premises described as Lot 1 of Certified Survey Map No. 1276; said Certified Survey Map being recorded in the office of the register of Deeds for Racine County, Wisconsin in Volume 4 of Certified Survey Maps on Pages 36-38 as Document No. 1243887; said premises being located in the Southwest ¼ of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin.

- 1. Purpose: The purpose of this easement is to install, maintain and replace underground utility facilities, conduit and cables, electric pad-mounted transformers, concrete slabs, pedestals, 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 telecommunication services. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with grantee's use of the easement area.
- Access: Grantee or 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 any trees, bushes, branches or roots which may interfere with grantee's use of the easement area.
- 6. Exercise of Rights: It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
- This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

r:\data\as\real estate\eo\rasc\bankone.doc

3024 PAGE 275

	Grantor:
	BANK ONE
	By: _ Sur Pholloli-
	Title Vice President Corp. Real Est
	THE.
Acknowledged before me in <u>Nau Ke</u>	Sha_ County, State of Wisconsin, on Arovil 19 2000,
by Jerold P. Kolbak	
by	, theof
BANK ONE.	Signature Notary Public, State of Wisconsin
	Heather Bares  Notary Public Name (Typed or Printed)
	My commission expires January 4, 2004
	(NOTARY STAMP/SEAL)

This instrument was drafted by Tracy Zwiebel on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin, 53201.

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Register's Office Racine County, Wis. Received for Record M. and fecorded in Volume 2 On page 351-35 Q

CERTIFIED SURVEY MAP NO. Located in the  $N\frac{1}{2}$  of the  $SW^{\frac{1}{4}}$  of Section 24, Town 3 North, Range, East. City of Racine, Racine County, Wisconsin Jensen Surveying & Mapping S.C. THOMAS P 45 S. Wisconsin St. P.O. Box 322 JENSEN Elkhorn, Wisconsin. 53121 **₽**-1084 (414) 723-3434 ELKHORN, WIS. LOCATION NOT TO N 11° 49'57" E 330.18 J 'n 24 - 3 - 22 . T. H. S SCALE SKETCH WIDE W.E.P. CO. EASEMENT (UNDERGROUND 461.27 referenced to the Wisconsin State. Plane Coordinate System, South Zone 000 89"51'41"E unolatted N 89"51'41"E unplatted 708 land land 640.00 300 N 1008 18" W ά 0 o 100.00 œ Brass-capped cast monument - Center LEGEND Found iron rod Found iron monument - 0: Sec. 24-3-22 ∞ SLOPE iron rod, 1518 EASEMENT PAGES weighing pipe l" diameter, lineal S 89°51°41" W I 223.02 5 0" 08' 19" E 323.00 S 00 08 19 E 400.00 50008196 133.22 VOLUME Y PAGE35 Page 1 of 2 pages 1989.015

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

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, Commence at a point on the East-West 1/4 line of said Section 24 located N89^O8'05"W 326.13 feet from a cast iron moniment with a S0^O8'19"E 733.22 feet; thence S89^51'41"W 200.00 feet; thence S89^51'41"W 200.00 feet; thence S89^51'41"W 200.00 feet; thence S99'51'41"W 708.49 feet to the casterly 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^O8'19"E 323.00 feet to the point of beginning. Parcel thence S0^O8'19"E 323.00 feet to the point of beginning.

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

Date: +66. 9 1989

Thomas P. A. Deysen, RLB-1084

CERTIFICATE OF APPROVAL OF THE CITY PLAN COMMISSION

Approved as a CERTIFIED SURVEY MAP this 15th day of Thomas N. Wight, Segretary

Page 2 of 2 pages .

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

AFFIDAVIT

Received for Record 2 Nd day of March A.D. 19 89 at //:4/
O'clock A. M. and recorded in Volume /252

Register's Office

RH

STATE OF WISCONSIN)

88

COUNTY OF RACINE)

Helen M. Schutten

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 . A. Jensen

T.S.# 23876-40

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

many L. Redermon

Notary Public, Racine County, Wisconsin

My Commission Expires 1-27-9/

Drafted by Thomas P. A. Jensen

MOTARY PUBLIC OF WISON

400

[VOL 1952 PAGE 26

4.00·

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FORM NO. 985-A

₹ HC Water

Stock No. 26273



#### 1343624

CERTIFIED SURVEY MAP NO. 1528

PAGE 1 OF

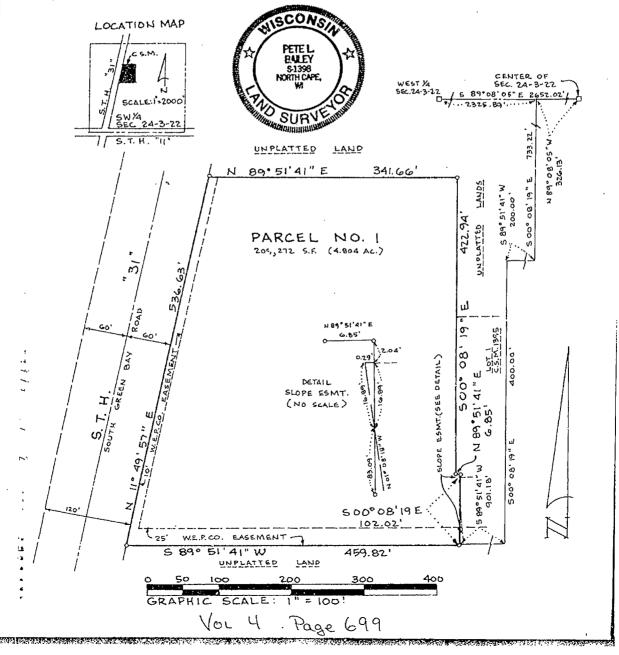
BEING A REDIVISION OF A PORTION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1395, IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24 AND UNPLATTED LANDS LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 3 NORTH, RANGE 22 EAST, IN THE CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN.

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

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

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

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



FORM NO. 985-A



Stock No. 26273

1343624

CERTIFIED SURVEY MAP NO. 1528

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.

AMERICAN SURVEYING COMPANY 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  $26^{44}$  day of  $\omega$ 1991.

WRIGHT,

THIS INSTRUMENT WAS DRAFTED BY PETE L. BAILEY.

FeomPart of Tax Key No's 23876-17 & 23876-40

Parcel 1 23876-042

gister's Office acine County, Wis. received for Record 2 mel

day of received for Record

A.D. 19 91 at 2:03

1'clock P. M. and recorded in Volume 14

on page 699-700

Telen M. Schutten

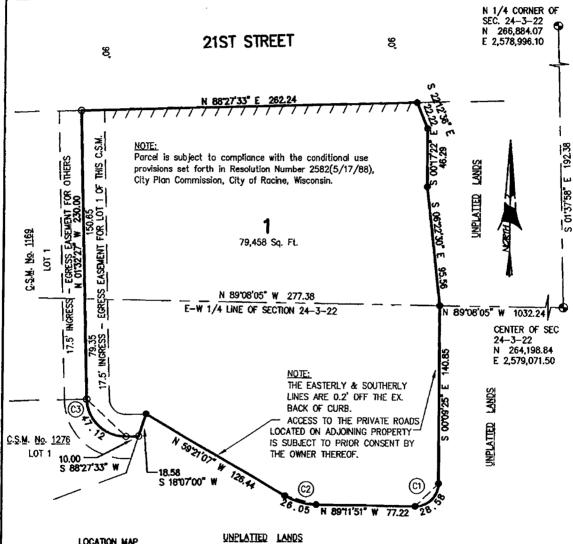
RECORDED

97 SEP -5. PM 4: 27

V-6 P-70

# CERTIFIED SURVEY MAPERNO EEDS

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.



### LOCATION MAP

NW 1/4 & SW 1/4 OF SECTION 24-3-22

NW@)/	NUMBE	RIDELTA	RADIUS	ARC	TANGENT	CHORD BEARING	CHORD
	C1	90'57'34"	18.00	28.58	18.30	S 4519'22" W	25.67
~\$ <sup>6</sup> /	C2	29'50'44"	50.00	26.05	13,33	S 7416'29" E	25.75
21ST STREET	C3	90'00'34"	30.00	47.12	30.00	N 46'32'27" W	42.43



BEARINGS BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE.

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.

ZZZ DENOTES NO VEHICULAR ACCESS

- O DENOTES FOUND IRON STAKE
- DENOTES 3/4" DIA. REBAR ROD SET WEIGHING 1,50 lbs./lin. ft.

SHEET 1 OF 2 SHEETS

. .

SCB 97185.DWG

REVISED 8-15-97

# 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 1/2 of the Northwest 1/2 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 A JAMES A MARINE MARINE

Ptof # 23876-017

# 23876-044

CITY CERTIFICATE

APPROVED as a Certified Survey Map this 3 day of September. 1997.

CITY OF RACINE

Thomas N. Wright
Director of City Development

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