

Knight Barry
TITLE GROUP
Integrity. Experience. Innovation.

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

Refer Inquiries to: Mary K. Payne (mary@knightbarry.com)
Completed on:12/27/19 8:33 am
Last Revised on:12/27/19 8:33 am
Printed on:12/27/19 8:33 am

Applicant Information

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

Sales Representative:Craig Haskins

Property Information

(Note: values below are from the tax roll)

Effective Date: 11/08/2019 at 8:00 am

Owner(s) of record:Speedway SuperAmerica LLC, a Delaware limited liability company

Property address:2110 S Green Bay Road, Racine, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: Parcel 2 of Certified Survey Map No.1255, recorded in the Office of the Register of Deeds for Racine County, Wisconsin on August 4, 1987 in Volume 3 of Certified Survey Maps, Page 652, as Document No. 1236698 and being a part of the Southwest ¼ and Northwest ¼ of Section 24 and Southeast ¼ of Section 23, Township 3 North, Range 22 East, in the City of Racine, EXCEPTING THEREFROM: That part conveyed for highway purposes by Deed recorded in Volume 1944, Page 980, as Document No. 1273582.

Tax Key No: 23900000

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

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

Exception to Declaration of Restrictions and other matters contained in the instrument recorded October 3, 1990 in Volume 2036, Page 377 as Document No. 1322084.

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

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded February 20, 1991 in Volume 2054, Page 754 as Document No. 1331937.

Judgments / Liens

None





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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 \$33,634.81, and all prior years are paid.

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

Other Matters

None

Footnotes

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

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

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

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



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Report/Print engine
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City of Racine Web Portal - Property Summary

Property: 23900000

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2018 ▼	Real Estate	23900000	276 - CITY OF RACINE	2110 S GREEN BAY RD	SPEEDWAY SUPERAMERICA LLC C/O PROPERTY TAX 539 S MAIN ST FINDLAY OH 45840
Tax Year Legend: = owes prior year taxes = not assessed = not taxed Delinquent Current					

Summary

Property Summary

Parcel #:	23900000
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	7/11/2017
Historical Date:	
Acres:	0.000

Property Addresses

Primary ▲	Address
<input checked="" type="checkbox"/>	2110 S GREEN BAY RD RACINE 53406

Owners

Name	Status	Ownership Type	Interest
SPEEDWAY SUPERAMERICA LLC	CURRENT OWNER		0.00

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Legal Description

NW 1/4 SECTION 24-3-22 PCL 2 CSM NO 1255 REC VOL 3 CSM PG 652, EXC PT FOR ST

Public Land Survey - Property Descriptions

No Property Descriptions were found

District

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

4620

UNIFIED SCHOOL

REGULAR SCHOOL

Building Information

Buildings

Assessments

Assessment Summary

Estimated Fair Market Value: 1169900

Assessment Ratio: 0.9830

Legal Acres: 0.000

2018 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	267900	882100	1150000
ALL CLASSES	0.000	267900	882100	1150000

2017 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	267900	882100	1150000
ALL CLASSES	0.000	267900	882100	1150000

Taxes

Tax Summary

Bill #: 26203

Net Mill Rate: 0.029166790

Lottery Credits

Claims	Date	Amount
0		0.00

Installments

Due Date ▲	Amount
1/31/2019	8530.96
3/31/2019	8367.95
5/31/2019	8367.95
7/31/2019	8367.95

Payments

Status	Payment Date ▲	Type	Amount	Receipt #	Notes
Posted	1/15/2019	T	33634.81	94356	SPEEDWAY LLC, CK 480330

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

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

Details

Description	Amount	Paid	Due
Gross Tax	35641.21	-	-
School Credit	2099.41	-	-
Total	33541.80	-	-

Description	Amount	Paid	Due
GATEWAY TECHINICAL COLLEGE	941.16		
LOCAL	19017.02		
RACINE COUNTY	3983.61		
STATE OF WISCONSIN	0.00		
UNIFIED SCHOOL	9600.01		
First Dollar Credit	69.99	-	-
Lottery Credit	0.00	-	-
Net Tax	33471.81	33471.81	0.00
Special Assessments	0.00	0.00	0.00
<input checked="" type="checkbox"/> Special Charges	163.00	163.00	0.00
Fire Inspection	100.00		
SANITARY SEWER MAINTENANCE	63.00		
Delinquent Utility	0.00	0.00	0.00
Private Forest Crop	0.00	0.00	0.00
Woodland Tax Law	0.00	0.00	0.00
Managed Forest Land	0.00	0.00	0.00
Other Charges	0.00	0.00	0.00
Interest	-	0.00	0.00
Penalty	-	0.00	0.00
TOTAL	33634.81	33634.81	0.00

Tax History

Interest/Penalty Date 11/12/2019

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Status
2018	33634.81	0.00	0.00	33634.81	1/15/2019	0.00	Paid
2017	35436.95	0.00	0.00	35436.95	1/24/2018	0.00	Paid
2016	36228.41	0.00	0.00	36228.41	1/25/2017	0.00	Paid
2015	36582.07	0.00	0.00	36582.07	1/25/2016	0.00	Paid
2014	37716.70	0.00	0.00	37716.70	1/20/2015	0.00	Paid
2013	37602.32	0.00	0.00	37602.32	1/30/2014	0.00	Paid
TOTAL	217201.26	0.00	0.00	217201.26	-	0.00	-

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

Document History

No matching document history was found

DOCUMENT #

1649962

VOL

2823

PAGE

548

550

REGISTER'S OFFICE
RACINE COUNTY, WI

Document No.:

QUITCLAIM DEED

Loc. No. 4451
DF: 048-101-0144

RECORDED

98 OCT 13 AM 11:53

MARK A. LADD
REGISTER OF DEEDS

KNOW ALL MEN BY THESE PRESENTS, that ASHLAND INC. (f/k/a Ashland Oil, Inc.), a Kentucky corporation, Grantor, whose address is 3460 Blazer Parkway, Lexington, Kentucky 40509, for the consideration of Ten and no/100 Dollars (\$10.00) received to its full satisfaction of SPEEDWAY SUPERAMERICA LLC, a Delaware limited liability company, Grantee, whose TAX MAILING ADDRESS is c/o Property Tax Records, 539 South Main Street, Findlay, Ohio 45840, hereby quitclaims to said Grantee the following described real estate in the County of Racine and State of Wisconsin, to wit:

WI REAL ESTATE
TRANSFER FEE\$ 1350⁰⁰-1

SEE EXHIBIT A attached hereto and made a part hereof.

This is not homestead property.

TO HAVE AND TO HOLD the same, together with all rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining, unto Grantee, its successors and assigns forever.

Grantor does further quitclaim to Grantee, all of Grantor's right, title and interest, if any, in and to all roadways, streets, alleys, easements and rights of way adjacent to or abutting to the above described lands.

This conveyance has been authorized by Resolution of the Board of Directors of Grantor and the individual signing on behalf of Grantor has been authorized to do so.

14-
AFTER RECORDING MAIL TO:Marathon Ashland Petroleum LLC
c/o Corporate Real Estate Department
P. O. Box 14008
Lexington, Kentucky 40512

Parcel Identification No:

23900000

IN WITNESS WHEREOF, Grantor has caused its corporate name to be hereunto signed by its proper and duly authorized corporate officer effective this 5th day of December, 1997.

Grantor:

ASHLAND INC., a Kentucky corporation

By: 

Print Name: John F. Pettus

Title: Senior Vice President

Attest:

By: 

Print Name: Timothy J. Berry

Title: Assistant Secretary

WISAQD

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF FAYETTE)

BEFORE ME, a Notary Public in and for said Commonwealth of Kentucky personally appeared the above named Ashland Inc., a Kentucky corporation, by John F. Pettus, its Senior Vice President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Lexington, Kentucky, this 9th day of December, 1997.

Deborah J. Meredith (SEAL)
Notary Public

DEBORAH J. MEREDITH
My commission expires October 16, 1999
My Commission Expires: _____

This Instrument Prepared by:

James M. Ellerbe
James M. Ellerbe, Attorney
P. O. Box 14008
Lexington, Kentucky 40512

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DF #048-101-0144
SA #4451

EXHIBIT A

Parcel Two (2) of CERTIFIED SURVEY MAP NO. 1255, recorded in the Office of the Register of Deeds for Racine County, Wisconsin on August 4, 1987 in Volume 3 of Certified Survey Maps, Page 652, as Document No. 1236698 and being a part of the Southwest One-quarter (1/4) and Northwest One-quarter (1/4) of Section Twenty-four (24) and Southeast One-quarter (1/4) of Section Twenty-three (23), Township Three (3) North, Range Twenty-two (22) East, in the City of Racine. EXCEPTING THEREFROM: That part conveyed for highway purposes by Deed recorded in Volume 1944 of Records at Page 980, as Document No. 1273582.

Being the same property conveyed to SuperAmerica Group, Inc. by deed dated September 26, 1990 and recorded in Deed Volume 2036, Page 375, in the Racine County Register of Deeds Office.

SuperAmerica Group, Inc. was merged with and into Ashland Oil, Inc., a Kentucky corporation, effective September 30, 1993 in accordance with Articles of Merger of SuperAmerica Group, Inc. into Ashland Oil, Inc. dated September 28, 1993.

Ashland Oil, Inc. changed its name to Ashland Inc. on January 27, 1995 and duly recorded said name change with the Office of the Kentucky Secretary of State.

DOCUMENT NO.

1322083

STATE BAR OF WISCONSIN FORM 1-1982
WARRANTY DEED

THIS SPACE RESERVED FOR RECORDING DATA

This Deed, made between Glenn A. Oakes and
Sandra M. Oakes/also known as Sandra Oakes,
husband and wife,
Grantor,
and SuperAmerica Group, Inc.
Grantee,

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

Register's Office
Racine County, Wis. } SS
Received for Record } 3rd day of
October 1992 A.D. 1992 at 3:11
o'clock P.M. and recorded in Volume 3036
of Records, On page 375

Helen M. Schuttler
Register of Deeds

RETURN TO
SuperAmerica Group, Inc.
P.O. Box 14000
Alexandria, Kentucky 40512

Tax Parcel No: 23900

Parcel Two (2) of CERTIFIED SURVEY MAP NO. 1255, recorded in the Office
of the Register of Deeds for Racine County, Wisconsin on August 4, 1987
in Volume 3 of Certified Survey Maps, Page 632, as Document No. 1236698
and being a part of the Southwest One-quarter (1/4) and Northwest
One-quarter (1/4) of Section Twenty-four (24) and Southeast One-quarter
(1/4) of Section Twenty-three (23), Township Three (3) North, Range
Twenty-two (22) East, in the City of Racine. EXCEPTING THEREFROM: That
part conveyed for highway purposes by Deed recorded in Volume 1944 of
Records at Page 980, as Document No. 1273582

Wisconsin Real Estate Transfer Tax \$ 1755.00

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

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

and will warrant and defend the same.

Dated this 26th day of September, 1990

(SEAL)

Glenn A. Oakes (SEAL)

(SEAL)

Sandra M. Oakes (SEAL)

(SEAL)

Sandra M. Oakes

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, 19____

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY

GARY KAUFMAN

(Signatures may be authenticated or acknowledged; neither
are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

WAUKESHA County.

Personally came before me this 26th day of
SEPTEMBER, 1990, the above named
GLENN A. OAKES & SANDRA M.
OAKES

to be known to be the person who executed the
going instrument and acknowledged the same.

KAREN A. FAGER
Notary Public

My Commission is permanent. (If not, state expiration
date: 10-1-97, 1997)

IVOL2036 PAGE-375

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

WARRANTY DEED

STATE BAR OF WISCONSIN
FORM No. 1-1982

Wisconsin Title Service Company

Wisconsin Legal Blank Co. Inc.
Milwaukee, Wis.

1236698

CERTIFIED SURVEY MAP No. 1255

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

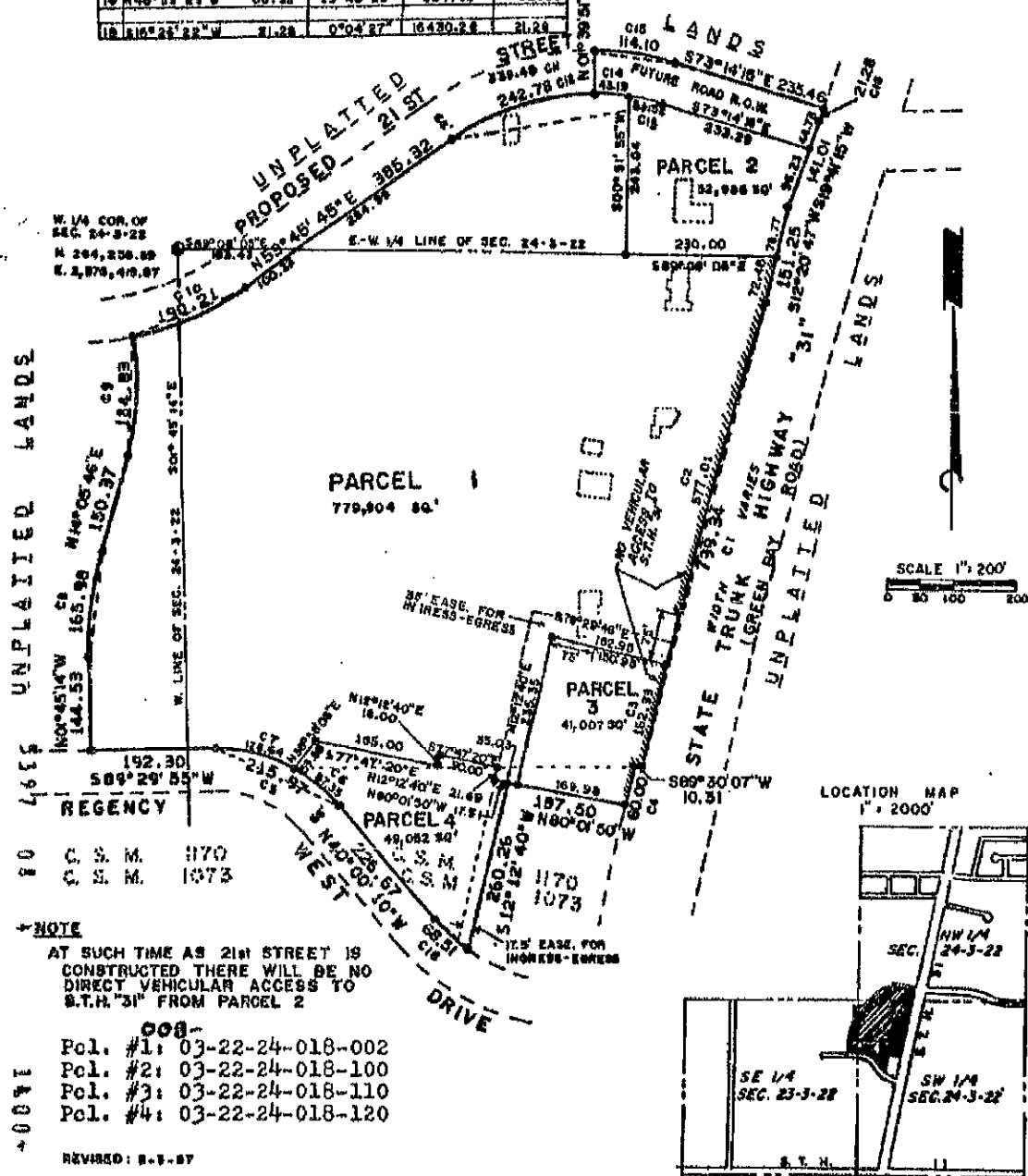
CURVE DATA

No.	CHORD	CEN. ANGLE	RADIUS	ARC
1	118°08'45"W 730.78	2°54'43"	16430.14	739.34
2	114°23'48"W 576.58	8°00'44"	16430.14	577.01
3	113°05'24"W 162.33	0°33'50"	16430.14	162.33
4	112°41'35"W 50.00	0°12'33"	16440.22	50.00
5	108°18'07"W 206.04	10°29'33"	248.04	218.97
6	105°12'42"W 86.84	10°28'06"	248.04	87.83
7	107°27'41"W 127.17	0°04'49"	248.04	128.64
8	105°10'15"E 166.43	15°51'00"	600.00	166.39
9	101°52'02"E 183.43	24°27'28"	433.00	184.33
10	106°20'50"E 100.59	25°10'11"	433.00	100.71
11	108°18'48"E 327.91	23°00'00"	367.00	334.44
12	107°27'41"E 53.47	57°04'04"	367.00	242.78
13	104°27'52"E 43.16	8°21'20"	367.00	53.62
14	103°47'18"E 113.77	18°08'54"	433.00	114.10
15	104°51'21"W 68.38	13°46'28"	284.98	68.81
16	116°24'22"W 21.28	0°04'27"	16430.22	21.28

BEARINGS BASE IS GRID NORTH, WISCONSIN COORDINATE SYSTEM

• DENOTES 3/4" DIA. IRON ROD SET

⊙ DENOTES STANDARD RACINE COUNTY MONUMENT WITH BRASS CAP

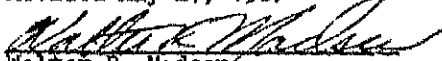


CERTIFIED SURVEY MAP No. 1255
PART OF THE NW 1/4 OF THE SW 1/4 AND SW 1/4 OF THE NW 1/4 OF SEC.
24 AND THE NE 1/4 OF THE SE 1/4 OF SEC. 23, T. 3 N., R. 22 E., IN THE
TOWN OF MT. PLEASANT, RACINE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, WALTER R. MADSEN, hereby certify that I have prepared this Certified Survey Map, the exterior boundaries of which are described as: That part of the West 1/4 of Section 24, and of the Southeast 1/4 of Section 23, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Commence at a standard Racine County monument marking the West 1/4 corner of said Section 24; run thence S89°08'05" E 183.43 feet along the East-West 1/4 line of said Section 24 to the point of beginning of this description; run thence N53°45'45" E 284.99 feet to a point on a curve of Northerly convexity whose radius is 367.00 feet and whose chord bears N72°42'48" E 238.37 feet; thence Easterly on the arc of said curve 242.78 feet; thence N01°39'51" E 66 feet to a point on a curve of Northerly convexity whose radius is 433.00 feet and whose chord bears S80°47'12" E 113.77 feet; thence Easterly on the arc of said curve 114.10 feet; thence S73°14'15" E 235.46 feet to the Westerly line of S.T.H. #31 and a point on a curve of Westerly convexity whose radius is 16430.22 feet and whose chord bears S16°26'22" W 21.28 feet; thence Southerly on the arc of said curve and the Westerly line S.T.H. #31 21.28 feet; thence S19°41'15" W 141.01 feet along the Westerly line of S.T.H. #31; thence S12°20'47" W 151.25 feet along the Westerly line of S.T.H. #31 to a point on a curve of Westerly convexity whose radius is 16,430.19 feet and whose chord bears S14°05'46" W 739.28 feet; thence Southerly on the arc of said curve and the Westerly line of S.T.H. #31 739.38 feet; thence S89°30'07" W 10.31 feet to a point on a curve of Westerly convexity whose radius is 16,440.22 feet and whose chord bears S12°41'39" W 60.00 feet; thence Southerly 60.04 feet along the arc of said curve; thence N80°01'50" W 187.50 feet; thence S12°12'40" W 260.26 feet to the Northeastern line of Regency West Drive and a point on a curve of Southwesterly convexity whose radius is 284.98 feet and whose chord bears N46°53'53" W 68.35 feet; thence Northwesterly on the arc of said curve and the Northeastern line of Regency West Drive 68.51 feet; thence N40°00'10" W 226.67 feet along the Northeastern line of Regency West Drive to a point on a curve of Northwesterly 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 Northeastern line of Regency West Drive 215.97 feet; thence S89°29'55" W 192.30 feet; thence N01°45'14" W 144.53 feet to a point on a curve of Westerly convexity whose radius is 600.00 feet, and whose chord bears N06°10'16" E 165.45 feet; thence Northerly on the arc of said curve 165.98 feet; thence N14°05'46" E 150.37 feet to a point on a curve of Easterly convexity whose radius is 433.00 feet and whose chord bears N01°52'02" E 183.43 feet; thence Northerly on the arc of said curve 184.83 feet to a point on a curve of Southeastern convexity, whose radius is 433.00 feet and whose chord bears N66°20'50" E 188.69 feet; thence Northeastern on the arc of said curve 190.21 feet; thence N53°45'45" E 100.33 feet to the point of beginning. Containing 21.188 acres.

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


Walter R. Madsen
1339 Washington Avenue
Racine, Wisconsin 53403



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Sheet 2 of 6 Sheets

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

TOWN'S CERTIFICATE

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

Carol Jensen
Carol Jensen, Clerk
TOWN OF MT. PLEASANT

COUNTY'S CERTIFICATE

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

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

OWNER'S CERTIFICATE OF DEDICATION

As Owners, we hereby certify that we caused the land described
above to be surveyed, divided, mapped and dedicated as repre-
sented on this map in accordance with the requirements of
Section 8.06 of the Racine County Land Division Ordinance and
Section 101.06 of the Mt. Pleasant Land Division Control
Ordinance.

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

R-O ASSOCIATES OF RACINE LIMITED
PARTNERSHIP

BY: REDMOND DEVELOPMENT CORPORATION,
General Partner

Thomas J. Redmond
Thomas J. Redmond, President

ATTEST:

Mark D. Redmond
Mark D. Redmond, Secretary

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

CORPORATE ACKNOWLEDGMENT

STATE OF WISCONSIN }
MILWAUKEE COUNTY } ss.

87 Personally came before me this 27 day of JULY,
1987, Thomas J. Redmond, President and Mark D. Redmond, Secretary
of Redmond Development Corporation, a General Partner of R-O
Associates of Racine Limited Partnership, to me known to be the
persons who executed the foregoing instrument and to me known to
be the President and Secretary of Redmond Development Corporation
and acknowledged that they executed the foregoing and attached
instrument as such officers as the deed of the corporation by its
authority as a General Partner of said limited partnership.

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

INDIVIDUAL ACKNOWLEDGMENT

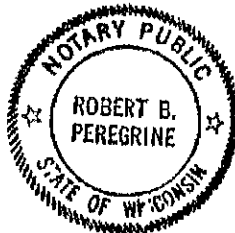
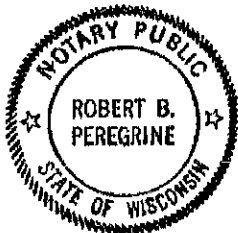
STATE OF WISCONSIN }
MILWAUKEE COUNTY } ss.

87 Personally came before me this 27 day of JULY,
1987, Thomas J. Redmond, one of the General Partners of R-O
Associates of Racine Limited Partnership, a Wisconsin limited
partnership, to me known to be the person who executed the
foregoing and attached instrument and acknowledged that he has
executed the foregoing and attached instrument as such general
partner as the deed of said partnership by its authority.

Robert B. Peregrine
Robert B. Peregrine
Notary Public, State of Wisconsin

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

Sheet 3 of 6 Sheets



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

Glenn A. Oakes
Glenn A. Oakes

Sandra M. Oakes
Sandra M. Oakes

NO CORPORATE SEAL

SEKAO, INC.

Glenn A. Oakes
Glenn A. Oakes, President

ATTEST:

Sandra M. Oakes
Sandra M. Oakes, Secretary

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WISCONSIN }
RACINE COUNTY } ss.

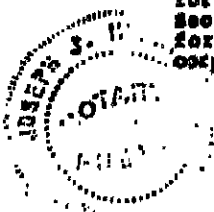
Personally came before me this 24th day of July,
1987, Glenn A. Oakes and Sandra M. Oakes, to me known to be the
persons who executed the foregoing and attached instrument and
acknowledged the same.

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

CORPORATE ACKNOWLEDGMENT

STATE OF WISCONSIN }
RACINE COUNTY } ss.

Personally came before me this 24th day of July,
1987, Glenn A. Oakes, President and Sandra M. Oakes, Secretary of
SEKAO, INC., to me known to be the persons who executed the
foregoing instrument and to me known to be the President and
Secretary of SEKAO, INC. and acknowledged that they executed the
foregoing instrument as such officers as the deed of the
corporation by its authority.



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

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

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

MARINE BANK, NATIONAL ASSOCIATION

Donald G. Peetz
Donald G. Peetz, Vice President

ATTEST:

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

CORPORATE ACKNOWLEDGMENT

STATE OF WISCONSIN)
MILWAUKEE COUNTY) ss.

Personally came before me this 29th day of July,
1987, Donald G. Peetz, Vice President and Donald Griffin, Jr., VP
~~Secretary~~ of Marine Bank, National Association, to me known to be
the persons who executed the foregoing instrument and to me known
to be the Vice President and Secretary of Marine Bank, National
Association, and acknowledged that they executed the foregoing
and attached instrument as such officers as the deed of the
corporation by its authority.

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



Sheet 5 of 6 Sheets

Volume 3

Page 656

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

Steven C. Boyss CREATIVE EQUITY COMPANY, a general
 partnership

Grace E. Boyss Steven C. Boyss, General Partner
 Grace E. Boyss, his wife

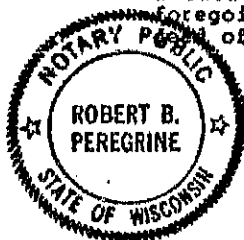
William A. Heinlein William A. Heinlein, General
 Partner

Marilyn K. Heinlein
 Marilyn K. Heinlein, his wife

PARTNERSHIP ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
 MILWAUKEE COUNTY)

Personally came before me this 29th day of JULY,
 1987, Steven C. Boyss and William A. Heinlein, the general
 partners of Creative Equity Company, a Wisconsin partnership, to
 me known to be the persons who executed the foregoing and
 attached instrument and acknowledged that they have executed the
 foregoing and attached instrument as such general partners as the
 of said partnership by its authority.

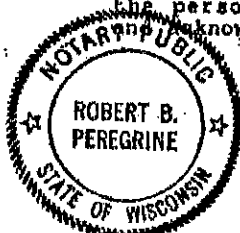


Robert B. Peregrine
 Robert B. Peregrine
 Notary Public, State of Wisconsin
 My commission is permanent.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
 MILWAUKEE COUNTY)

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



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

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

10905 West Bluemound Road
 Menomonee, WI 53226

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

Sheet 6 of 6 Sheets

1273582

QUIT CLAIM DEED

EXC

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

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

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

VCL 1944 PAGE 980

[See Exempt 77.87

#13.

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5087

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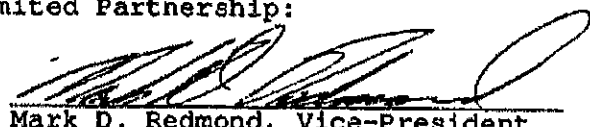
806.1

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

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

R-O Associates of Racine
Limited Partnership:

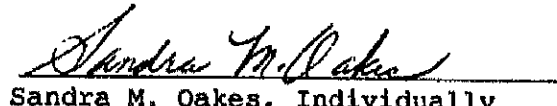
By



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



Glenn A. Oakes, Individually



Sandra M. Oakes, Individually

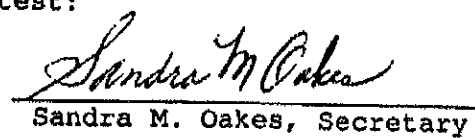
Biogas Development
Corporation, Ltd.

By



Glenn A. Oakes, President

Attest:



Sandra M. Oakes, Secretary

Sekao, Inc.

By



Glenn A. Oakes, President

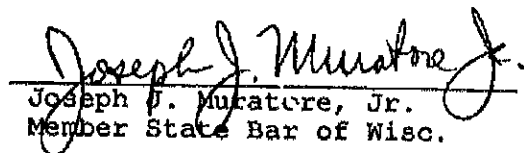
Attest:



Sandra M. Oakes, Secretary

AUTHENTICATION

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



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

ACKNOWLEDGMENT

State of Wisconsin)
) SS.
County of Racine)

Personally came before me this 2nd day of November,
A.D., 1988, the above named Mark D. Redmond to me known to be the
person who executed the foregoing instrument and acknowledged
the same.

Wayne Kamholz
Notary Public
Waushara County, Wis.
My Commission Expires: 7-2-89

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

Register's Office (SS
Racine County, Wis.)
Received for Record 3rd day of
January A.D. 19 89 at 1:33
Clock P. M. and recorded in Volume 1944
of 110 on page 980 - 982
Thlen M. Schutten
Register of Deeds

8.00

By
etc

949239

This Indenture, Made by SEMO, a family partnership
a corporation duly organized and existing under and
by virtue of the laws of the State of Wisconsin, grantor, of Racine County,
Wisconsin, hereby conveys and warrants to State of Wisconsin/Department of Transportation,
Division of Highways
grantee, of Goodix, Wisconsin, for the
sum of Six hundred five and no/100 --- (\$605.00) --- Dollars.

See attached Page 2 for
Legal Description

The consideration stated herein is payment in full for the property described herein and includes full compensation for claims of
damages set forth in sec. 32.09, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or
orders upon which this instrument is based.
Compensation for additional items of damage listed in sec. 32.19, Wisconsin Statutes, has not been included. If any such items are
shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

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

Signed and Sealed in Presence of

Scott L. Willman

Scott L. Willman

SEMO
Partnership
Glenn A. Oakes aka Glenn Oakes
Sandra M. Oakes aka Sandra Oakes

STATE OF WISCONSIN

Racine

RECEIVED FOR RECORD

DAY OF _____

A.D., 19____, AT _____

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

OF _____ PAGE _____

_____ COUNTY

Personally came before me, this 6th day of

November

A.D., 19 74

Glenn A. Oakes

Partner

Sandra M. Oakes

Partner

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

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

Scott L. Willman

Scott L. Willman

(SEAL) Notary Public, Milwaukee County, Wisconsin

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

Negotiated by _____

Parcel No. 6

THIS INSTRUMENT WAS DRAFTED BY THE STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS
I.D. 2000-1-21

Project _____

VOL 1247 PAGE 11

1247-11

Dec. 5, 1974

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 Section 24, Township 5 North Range 22 East described in Volume 909 of Racine County Records on Page 204, described as follows: begin at a point which is 2903.21 feet northeasterly and 60.00 feet northwesterly 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 southwest one-quarter of said Section 24 which is 310.54 feet South 89° 02' 04" East of the southwest corner of said southwest one-quarter; thence North 11° 30' 49" East 989.94 feet; thence North 11° 49' 57" East 607.62 feet to a point of curve; thence northeasterly along the arc of a 0° 21' curve to the right, (whose radius is 16,370.22 feet and whose long chord bears North 15° 45' 36" East 2245.52 feet) 2244.27 feet to a point of tangency, said point being South 89° 09' 45" East 938.63 feet, North 11° 49' 57" East 27.50 feet and North 19° 41' 15" East 1123.90 feet of the southwest corner of the northwest one-quarter of said Section 24, as measured along and from the south line of said northwest one-quarter. See Exempt 77.25

thence northeasterly and parallel with said reference line to the owner's northerly property line (also the southerly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad property); thence easterly along said line to the owner's easterly property line; thence southwesterly along said line to the owner's south property line; thence North 89° 09' 45" West along said line to a point which is South 19° 41' 15" West of the point of beginning of this description; thence North 19° 41' 15" East to the point of beginning.

This parcel contains 0.02 Acre, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also a Limited Highway Easement for the right to construct cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Racine County, State of Wisconsin, described as: that part of the northwest one-quarter of said Section 24 and described in Volume 909 of Racine County Records on Page 204, lying between the previously described reference line of S.T.H. 31 and a line 70.00 feet westerly of, as measured normal to, and parallel with said reference line.

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

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

949239

Register's Office
Racine County, Wis.

Received for Record 5th day of
December A.D. 1974 at 5:30
o'clock A. M. and recorded in Volume 910
of Record on page 11-12

Stanley J. Bialecki
Register of Deeds

3.00

I.D. 2390-2-21

Parcel 6

1243013

AN ORDINANCE

Register's Office
Racine County, Wis. } SS
Received for Record *27th* day of *October* A.D. 19*87* at *3:36*
o'clock *P.* M. and recorded in Volume *1889*
of *Records* on page *143-144A*

Helmy M. Schuttner
16.00 Register of Deeds

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

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

Part 1.

Section 1

TERRITORY ANNEXED

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

Section 2

EFFECT OF ANNEXATION

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

Section 3

DISTRICT DESIGNATION

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

File

Section 4

SEVERABILITY

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

Part 2.

This ordinance shall take effect upon passage.

Passed by the Common Council

10-13-87

Approved

10-14-87

N. Owen Davis
Mayor

Attest:

Anthony J. Schlaffer
City Clerk

PETITION FOR DIRECT ANNEXATION TO THE
CITY OF RACINE, WISCONSIN

AN ORDINANCE

.10-6-87

Page -3-

ANNEXATION EXHIBIT "A"

Legal Description of Territory
Proposed to be Annexed.

That part of the Southeast $\frac{1}{4}$ of Section 14, the Northwest $\frac{1}{4}$, Northeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of Section 23, and the Southwest $\frac{1}{4}$ of Section 24, all in Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a standard Racine County monument marking the Northwest corner of the Northwest $\frac{1}{4}$ of said Section 23; run thence N89°36'28"E 1320.03 feet along the North line of said Section 23; thence S01°36'45"E 55.00 feet to the South line of 16th Street; thence N89°36'28"E 1319.98 feet along said South line of 16th Street; thence N89°08'28"E 508.68 feet along said South line of 16th Street to a point on a curve of Southerly convexity whose radius is 2409.19 feet and whose chord bears N83°19'12"E 488.68 feet; thence Easterly on the arc of said curve and the South line of 16th Street 489.52 feet; thence N77°29'57"E 340.89 feet along the South line of 16th Street to a point on a curve of Northerly convexity whose radius is 2242.05 feet and whose chord bears N83°24'52"E 469.82 feet; thence Easterly 470.68 feet on the arc of said curve and the South line of 16th Street to a point on a curve of Southerly convexity whose radius is 2219.00 feet and whose chord bears N87°40'10"E 136.25 feet; thence Easterly on the arc of said curve and the South line of 16th Street 136.27 feet; thence S01°50'10"E 113.76 feet to the North line of said Section 23; thence S01°45'43"E 487.15 feet; thence N89°08'29"E 705.38 feet to the West line of said Section 24; thence S01°45'43"E 1818.59 feet along the West line of said Section 24 to the Northerly line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence N81°38'51"E 1155.54 feet along said right of way to the centerline of Green Bay Road and a point on a curve of Westerly convexity whose radius is 16370.22 feet and whose chord bears S16°54'01"W 404.18 feet; thence Southerly on the arc of said curve and said centerline 404.18 feet to the projected South line of Twenty-first Street; thence N88°27'33"E 1367.35 feet along the projected South line and actual South line of Twenty-first Street; thence S01°33'25"E 1194.54 feet parallel to the North-South $\frac{1}{4}$ line of said Section 24; thence N89°08'05"W 286.62 feet parallel to the East-West $\frac{1}{4}$ line of said Section 24; thence S00°08'19"E 137.46 feet; thence S89°51'41"W 1361.00 feet to the East line of Green

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

LAND USE PLAN




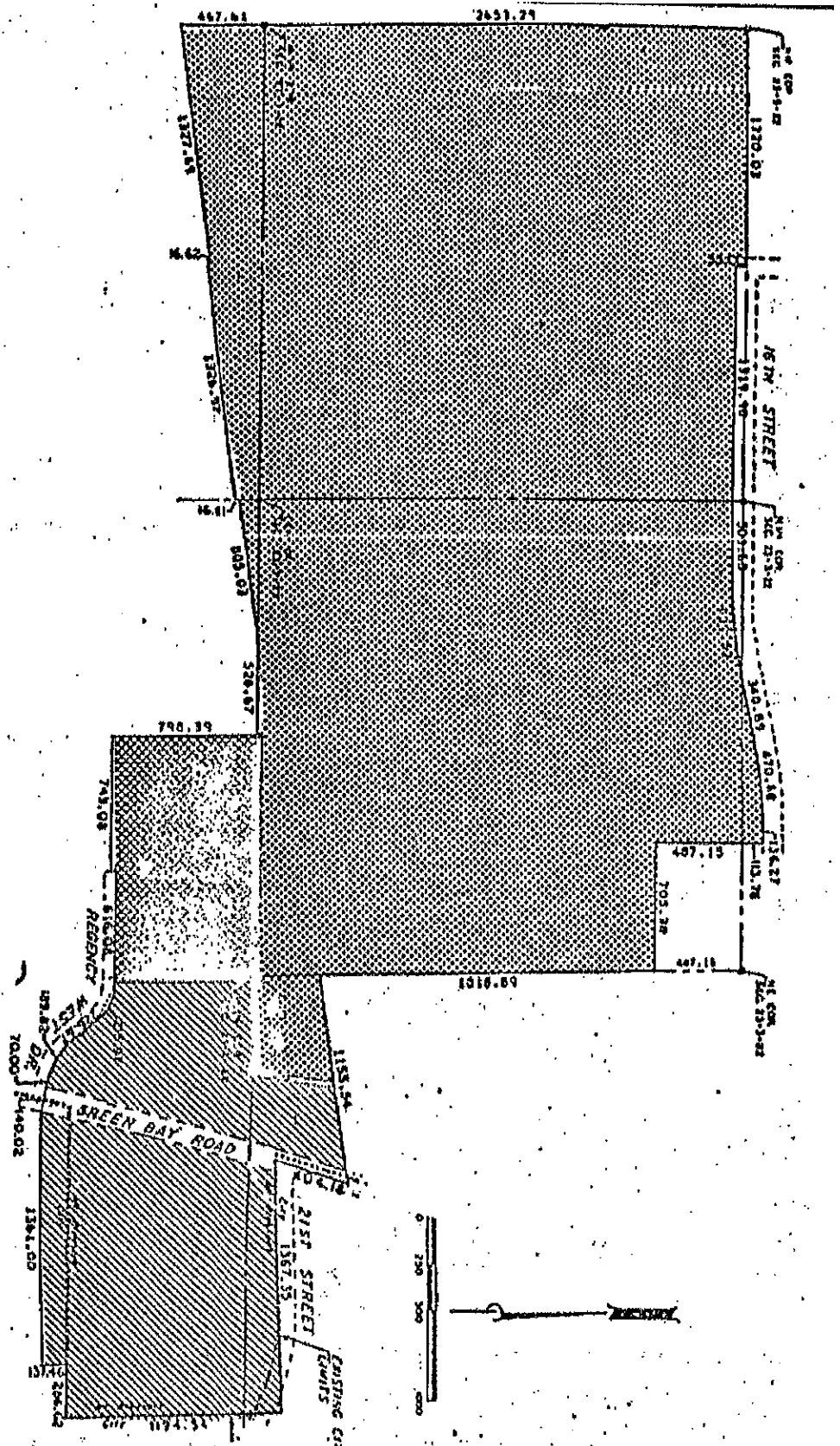




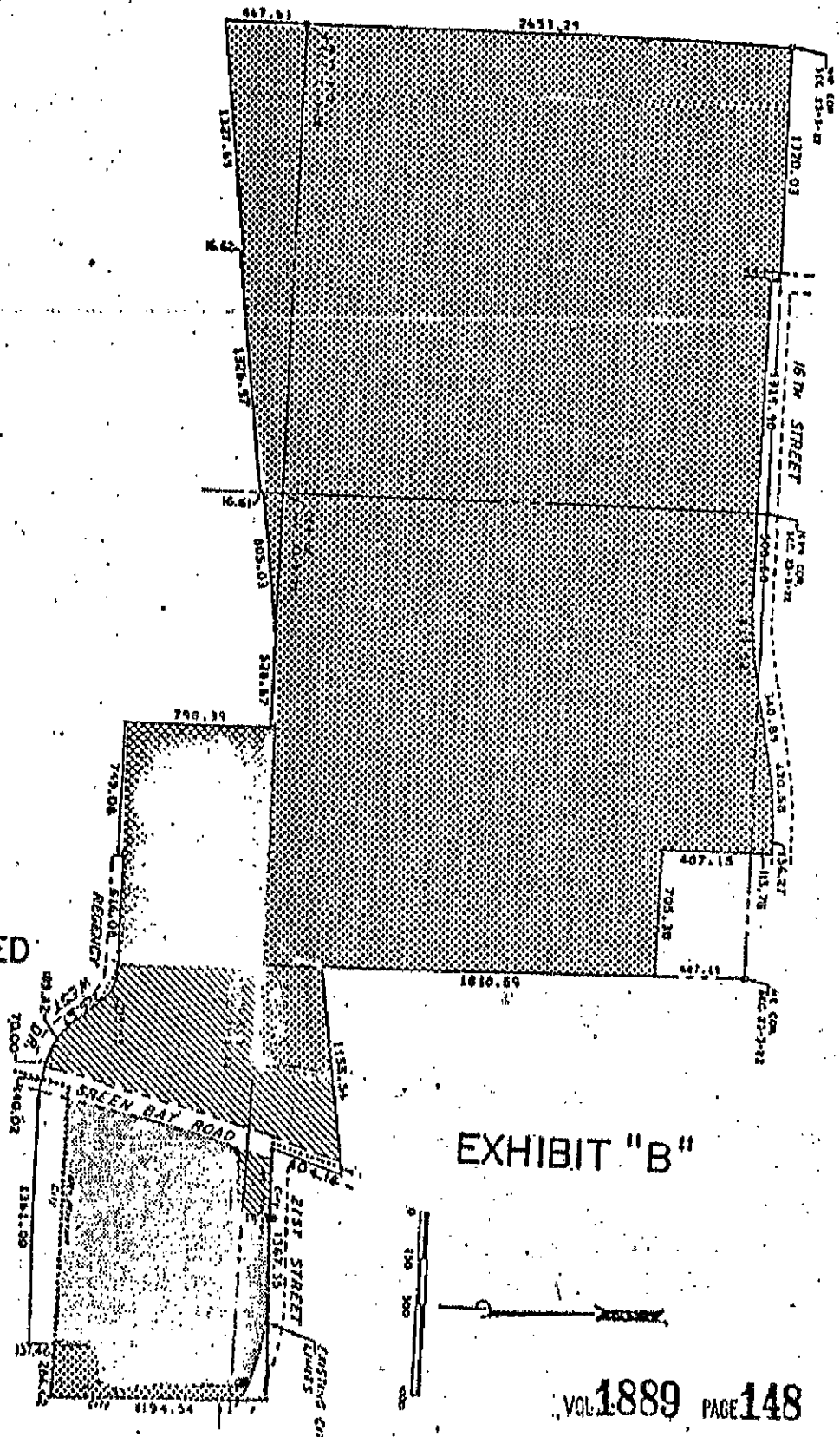
-  HEAVY INDUSTRY
-  COMMUNITY BUSINESS
-  GENERAL BUSINESS

EXHIBIT "A"



ZONING OF ANNEXED AREA

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



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



CITY CLERK'S OFFICE

Anthony J. Schlaffer
City Clerk



STATE OF WISCONSIN)
COUNTY OF RACINE)

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

Dated this 16th day of October, 1987.

Anthony J. Schlaffer

SEAL

Mt. Pleasant
Parcel #'s

County Comupter #'s

New City Parcel #'s

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

1231812

Register's Office
Racine County, Wis. } SS
Received for Record 9th day of June A.D. 1987 at 11:01
o'clock A.M. and recorded in Volume 1869
of Records on page 247
John M. Schuttin
Register of Deeds

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made as of the 8th day of JUNE, 1987, by and among GLENN A. OAKES, SANDRA M. OAKES, his wife, and SEKAO, a family partnership, ("Declarant") and R-O ASSOCIATES OF RACINE LIMITED PARTNERSHIP, a Wisconsin limited partnership ("R-O").

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

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

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

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

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

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

1. Restriction on the Property.

(a) Only one building or other structure may be constructed, erected, situated or placed on the Property. Any such building or structure constructed, erected, situated or placed on the Property shall have only one story, shall contain no more than 5,000 square feet of floor area and shall not exceed 14 feet in height.

(b) No building or structure of any kind shall be constructed, erected, situated or placed on the portion of the Property outlined in red on the site plan attached hereto as Exhibit C and incorporated herein.

(c) Declarant shall not permit any person or entity to sell in, at or from the Property electronic equipment or appliances (including, without limitation, televisions, stereos and video recorders), major household appliances (including, without limitation, refrigerators, freezers, stoves, microwave ovens, dishwashers, washers and dryers) or photographic cameras and equipment, without Tenant's prior written consent which may be granted or withheld at Tenant's sole discretion.

RAC 28606

K-B

2. Restrictions on Regency Point Shopping Center.

(a) No building or other structure shall be constructed, erected, situated or placed on that portion of the Regency Point Shopping Center outlined in green on the site plan attached hereto as Exhibit D and incorporated herein.

(b) R-O shall not permit any person or entity to sell in, at or from the Regency Point Shopping Center electronic equipment or appliances (including, without limitation, televisions, stereos and video recorders), major household appliances (including, without limitation, refrigerators, freezers, stoves, microwave ovens, dishwashers, washers and dryers) or photographic cameras and equipment, without Tenant's prior written consent which may be granted or withheld at Tenant's sole discretion.

3. Term.

The restrictions contained in this Declaration shall continue until January 31, 1013, provided, however, that the provisions of this Declaration shall be null and void upon any termination of the Lease (as hereinafter defined) prior to such date. As used herein, the term "Lease" shall mean that certain Lease dated as of the 4th day of June, 1987, by and between R-O, as Lessor, and Tenant, as Tenant, relating to premises located in the Regency Point Shopping Center.

4. Enforcement.

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

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

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

This Instrument Was Drafted By
ROBERT B. FERGUSON, LAWYER

Glenn A. Oakes
Glenn A. Oakes

Sandra M. Oakes
Sandra M. Oakes

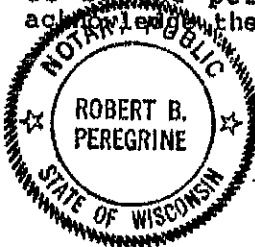
SEKAO, a family partnership

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

ACKNOWLEDGMENT

STATE OF WISCONSIN)
MILWAUKEE COUNTY) ss.

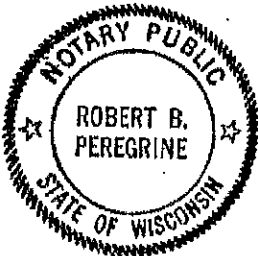
Personally came before me this 8th day of June, 1987,
the above named Glenn A. Oakes and Sandra M. Oakes, to me known
to be the persons who executed the foregoing instrument and
acknowledged the same.



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

STATE OF WISCONSIN)
MILWAUKEE COUNTY) ss.

Personally came before this 8 day of JUNE, 1987,
Glenn A. Oakes, General Partner of SEKAO, a family partnership,
to me known to be the person who executed the foregoing
instrument and acknowledged that he has executed the foregoing
and attached instrument as such general partner as the deed of
said partnership by its authority



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

SIGNATURES AND ACKNOWLEDGMENTS

R-O ASSOCIATES OF RACINE LIMITED
PARTNERSHIP

BY: REDMOND DEVELOPMENT CORPORATION,
General Partner


Thomas J. Redmond, President

ATTEST:

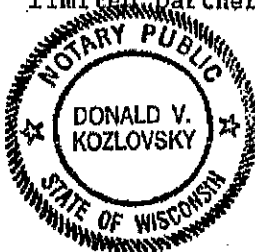

Robert B. Peregrine, Asst. Secretary

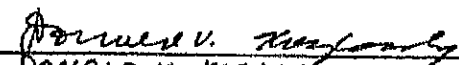
BY: 
Thomas J. Redmond, General Partner

CORPORATE ACKNOWLEDGMENT

STATE OF WISCONSIN)
MILWAUKEE COUNTY) ss.

Personally came before me this 8th day of June,
1987, Thomas J. Redmond, President and Robert B. Peregrine,
Assistant Secretary of Redmond Development Corporation, a General
partner of R-O Associates of Racine Limited Partnership, to me
known to be the persons who executed the foregoing instrument and
to me known to be the President and Asst. Secretary of Redmond
Development Corporation and acknowledged that they executed the
foregoing and attached instrument as such officers as the deed of
the corporation by its authority as a General Partner of said
limited partnership.

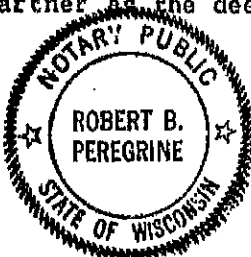



DONALD V. KOZLOVSKY
Notary Public, State of Wisconsin
My Commission is permanent.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WISCONSIN)
MILWAUKEE COUNTY) ss.

Personally came before me this 8 day of JUNE,
1987, Thomas J. Redmond, one of the General Partners of R-O
Associates of Racine Limited Partnership, a Wisconsin limited
partnership, to me known to be the person who executed the
foregoing and attached instrument and acknowledged that he has
executed the foregoing and attached instrument as such general
partner as the deed of said partnership by its authority.





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

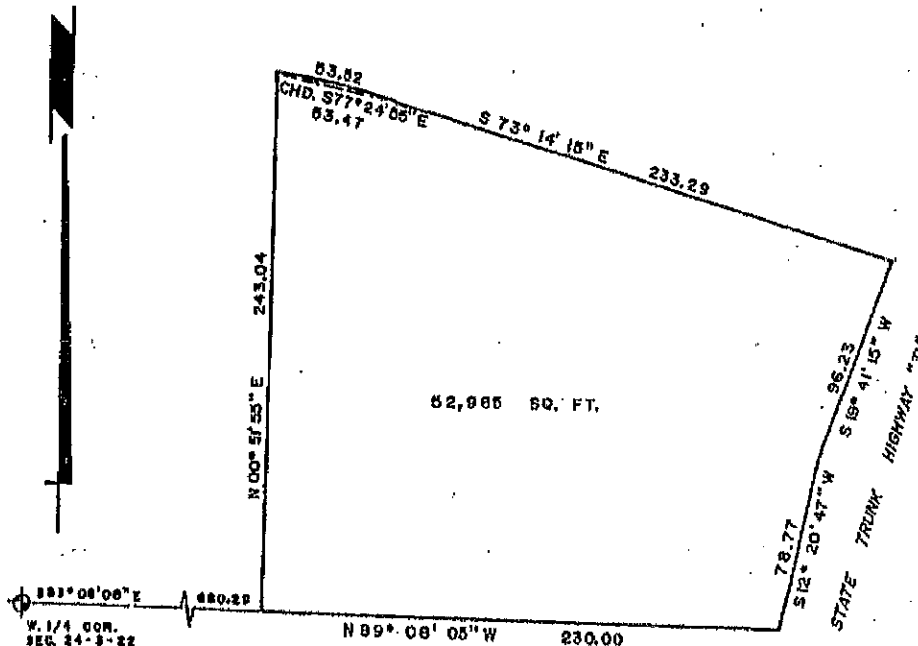
EXHIBIT A

PLAT OF SURVEY

Drawing for
REDMOND CONSTRUCTION
OF

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

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



CERTIFICATE

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

5/29/87



VOL 1869 PAGE 251

BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929

LEGEND

● = SET

○ = IRON STAKE FOUND

FIELD WORK 5/20/87 BY GME

DRAWN 8/21/87 BY DJT

SCALE 1" = 60'

JOB NO. 87118-C

Page 1 of 1 Page

NM
8&B

Nielsen Madsen & Barber
Consulting Civil Engineers

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

EXHIBIT B

Legal Description of Regency Point Shopping Center

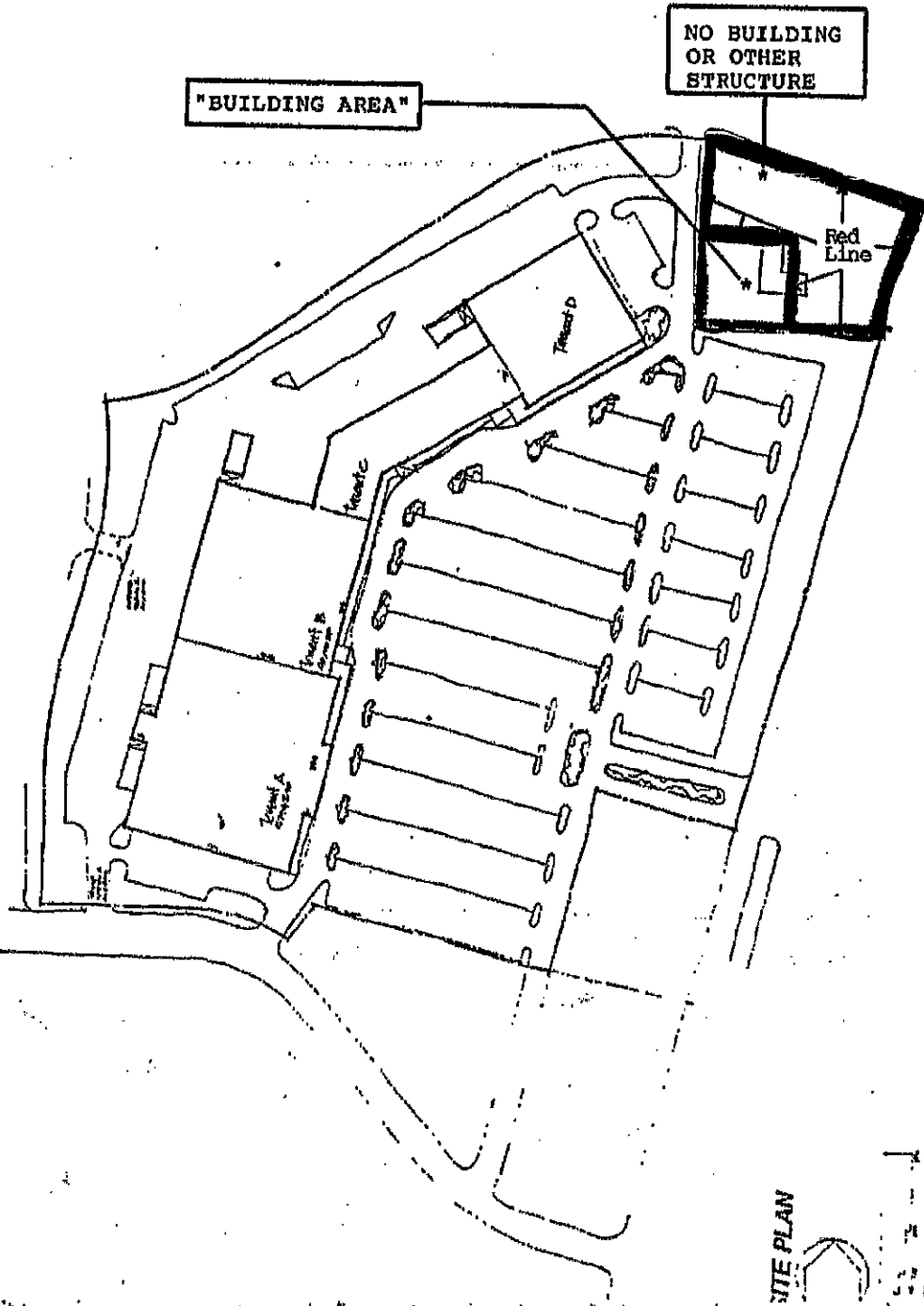
That part of the West 1/2 of Section 24, and of the Southwest 1/4 of Section 23, Township 3 North, Range 22 East, bounded as follows: Commence at a standard Racine County monument marking the West 1/4 corner of said Section 24; run thence South 89° 08' 05" East 183.43 feet along the East-West 1/4 line of said Section 24 to the point of beginning of this description; run thence North 53° 45' 45" East 284.99 feet to a point on a curve of Northerly convexity whose radius is 367.00 feet and whose chord bears North 72° 42' 48" East 230.37 feet; thence Easterly on the arc of said curve 242.78 feet; thence North 01° 39' 51" East 66.00 feet to a point on a curve of Northerly convexity whose radius is 433.00 feet and whose chord bears South 80° 47' 12" East 113.77 feet; thence Easterly on the arc of said curve 114.10 feet; thence South 73° 14' 15" East 235.46 feet to the Westerly line of State Trunk Highway 31 and a point on a curve of Westerly convexity whose radius is 16,430.22 feet and whose chord bears South 16° 26' 22" West 21.28 feet; thence Southerly on the arc of said curve and the Westerly line of State Trunk Highway 31, 21.28 feet; thence South 19° 41' 15" West 44.78 feet along the Westerly line of State Trunk Highway 31; thence North 73° 14' 15" West 233.29 feet to a point on a curve of Northerly convexity whose radius is 367.00 feet and whose chord bears North 77° 24' 55" West 53.47 feet; thence Westerly on the arc of said curve 53.52 feet; thence South 00° 51' 55" West 243.04 feet; thence South 89° 08' 05" East 230.00 feet to the Westerly line of State Trunk Highway 31; thence South 12° 20' 47" West 72.40 feet along the Westerly line of State Trunk Highway 31 to a point on a curve of Westerly convexity whose radius is 16,430.19 feet and whose chord bears South 14° 22' 45" West 576.98 feet; thence Southerly on the arc of said curve and the Westerly line of State Trunk Highway 31, 577.01 feet; thence North 76° 29' 46" West 182.95 feet; thence South 12° 12' 40" West 235.35 feet to the South line of Outlet 1 of Certified Survey Map No. 1170, a recorded map; thence North 00° 01' 50" West 35.03 feet; thence North 12° 12' 40" East 21.69 feet; thence North 77° 47' 20" West 90.00 feet; thence South 12° 12' 40" West 10.00 feet; thence North 77° 47' 20" West 185.00 feet; thence South 36° 30' 06" West 53.89 feet to a point on a curve of Northerly convexity, whose radius is 245.04 feet and whose chord bears North 75° 27' 41" West 127.17 feet; thence Westerly on the arc of said curve 128.64 feet; thence South 89° 29' 55" West 192.30 feet; thence North 01° 45' 14" West 144.53 feet to a point on a curve of Westerly convexity whose radius is 600.00 feet, and whose chord bears North 06° 10' 16" East 165.45 feet; thence Northerly on the arc of said curve 165.98 feet; thence North 14° 05' 46" East 150.37 feet to a point on a curve of Easterly convexity whose radius is 433.00 feet and whose chord bears North 01° 52' 02" East 183.43 feet; thence Northerly on the arc of said curve 184.83 feet to a point on a curve of Southeasterly convexity, whose radius is 433.00 feet and whose chord bears North 66° 20' 50" East 188.69 feet; thence Northeasterly on the arc of said curve 190.21 feet; thence North 53° 45' 45" East 100.33 feet to the point of beginning. Excepting therefrom the following described parcel: That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Commence at a point on the East-West 1/4 line of said Section 24 located South 89° 08' 05" East 910.29 feet from the West 1/4 corner of said Section and also on the Westerly line of State Trunk Highway 31; run thence North 12° 20' 47" East 78.77 feet along the West line of said highway; thence North 19° 41' 15" East 96.23 feet along the West line of said highway to the point of beginning of this description; thence North 73° 14' 15" West 233.29 feet along the South line of proposed 21st Street to the point of curvature of a curve of Northerly convexity whose radius is 367.00 feet and whose chord bears North 80° 47' 12" West 96.43 feet; thence Westerly 96.71 feet along the arc of said curve; thence North 01° 39' 51" East 66.00 feet to a point on the Northerly line of 21st Street and a point on a curve of Northerly convexity whose radius is 433.00 feet and whose chord bears South 80° 47' 12" East 113.77 feet; thence Easterly 114.10 feet along the arc of said curve and the Northerly line of said street; thence South 73° 14' 15" East 235.46 feet along the North line of said street to the Westerly line of State Trunk Highway 31 and a point on a curve of Westerly convexity whose radius is 16,430.22 feet and whose chord bears South 16° 26' 22" West 21.28 feet; thence Southerly 21.28 feet along the arc of said curve and the Westerly line of said highway; thence South 19° 41' 15" West 44.78 feet along the West line of said highway to the point of beginning. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

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

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

~~51-008-03-22-23-030-000~~

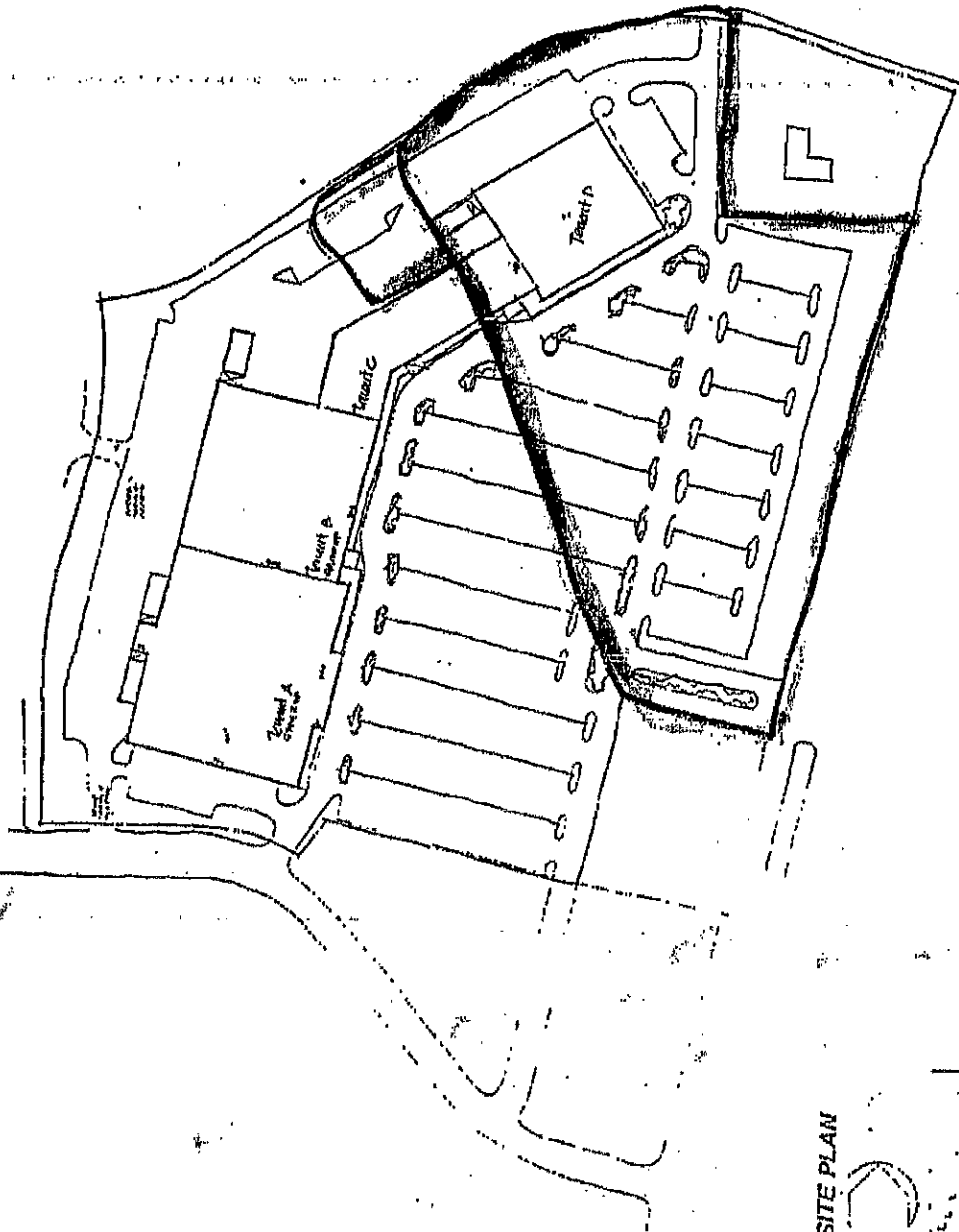
EXHIBIT C



SITE PLAN

AGENCY POINT SHOPPING CENTER

EXHIBIT D



SITE PLAN

REGENCY POINT SHOPPING CENTER

EXCEPTION TO DECLARATION OF RESTRICTIONS

1322084

THIS EXCEPTION effective as of September 26, 1990, by and among GLENN A. OAKES, SANDRA M. OAKES, his wife, and SEKAO, a family partnership ("Declarant"), R-O ASSOCIATES OF RACINE LIMITED PARTNERSHIP, a Wisconsin limited partnership ("R-O"), and BEST BUY CO., INC., a Minnesota corporation ("Best Buy").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property located at the Southwest corner of Highway 31 and 21st Street (2300 South Green Bay Road), Racine, Racine County, Wisconsin, and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"), and

WHEREAS, by Declaration of Restrictions dated June 8, 1987, and recorded in Volume 1869, Page 247-254, Racine County Records (the "Restrictions"), Declarant placed certain restrictions upon the Property and provided for the duration and enforcement of the Restrictions, and

WHEREAS, the Restrictions were for the benefit of Best Buy and as an inducement for Best Buy to lease space in the Regency Point Shopping Center owned by R-O, and

WHEREAS, Declarant has contracted to sell the Property to SuperAmerica Group, Inc., a Kentucky corporation ("SuperAmerica"), and now desires to grant SuperAmerica an Exception to the Restrictions so as to permit SuperAmerica's intended use of the Property, and

WHEREAS, R-O and Best Buy have agreed to consent to the granting of an Exception to the Restrictions so as to permit SuperAmerica's intended use of the Property.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived herefrom, Declarant hereby grants to SuperAmerica the following Exception to the Restrictions, and R-O and Best Buy hereby consent to said Exception:

The restrictions contained in numerical paragraph 1(a) of the Restrictions (e.g., restriction to one one-story building or other structure with no more than 5000 square feet of floor area and no more than 14 feet in height) and the restriction contained in numerical paragraph 1(b) of the Restrictions (e.g., no building or structure to be placed on a portion of the Property identified in Exhibit C to the Restrictions) shall not include or apply to prohibit the building, signage, canopy and pump islands with gasoline dispensers (the "Improvements") to be erected by SuperAmerica on the Property as shown on Exhibits B, C-1, C-2 and D attached hereto and made a part hereof. SuperAmerica shall be allowed to erect, maintain, replace and repair the Improvements insofar as shown on the attached Exhibits, but shall not increase the square footage or area dimension of any single improvement without the express written consent of R-O and Best Buy.

The remainder of the restrictions upon the Property shall apply to SuperAmerica as set forth in the Restrictions. This Exception shall inure to the benefit of SuperAmerica and no other, and shall be binding upon the Declarant, R-O and Best Buy, and their respective successors, heirs, personal representatives and assigns.

Register's Office
Racine County, Wis.

Received for Record 3rd day of October A.D. 1990 at 3:53 o'clock P. M. and recorded in Volume 2036 of Records on page 377-374

Allen M. Schuttlin
Notary at Racine

VOL 2036 PAGE 377

IN WITNESS WHEREOF, Declarant, R-O and Best Buy have executed this Exception effective the day and year set out above.

WITNESSES:

David S. L. L.
Gary Kaufman
David S. L. L.
Gary Kaufman
David S. L. L.
Gary Kaufman

David S. L. L.
Gary Kaufman

James A. Paley
Vanessa A. Paley
James A. Paley
Vanessa A. Paley

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) SS

The foregoing instrument was acknowledged before me this 26th day of SEPTEMBER, 1990, by Glenn A. Oakes.

My commission expires: 10-17-93

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) SS

The foregoing instrument was acknowledged before me this 26th day of SEPTEMBER, 1990, by Sandra M. Oakes.

My commission expires: 10-17-93

DECLARANT:

Glenn A. Oakes
GLENN A. OAKES
Sandra M. Oakes

SANDRA M. OAKES

SEKAO, a Family Partnership

By: Glenn A. Oakes
GLENN A. OAKES

Its: Pres.

R-O ASSOCIATES OF RACINE
LIMITED PARTNERSHIPS

By: Racine Development Corporation

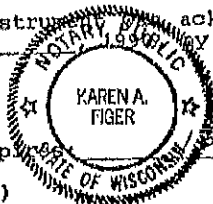
Its: Glenn A. Oakes
BEST BUY CO., INC. MARK D. REDMOND

By: Mark D. Redmond
R.M. SCHULZE

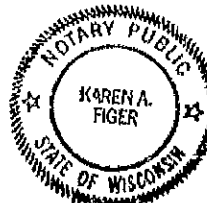
Its: President

By: Pat. P. Matre
PATRICK R. MATRE

Its: V.P. Real Estate



Karen A. Figer
Notary Public, MILWAUKEE COUNTY



STATE OF WISCONSIN)
)SS
COUNTY OF WAUKESHA)

The foregoing instrument was acknowledged before me this 26th day of SEPTEMBER, 1990, by KAREN A. FIGER, PRESIDENT of Sakao, a Family Partnership, on behalf of the partnership.



Karen A. Figer
Notary Public, WAUKESHA COUNTY

My commission expires 10-17-93

STATE OF WISCONSIN)
)SS
COUNTY OF WAUKESHA)

The foregoing instrument was acknowledged before me this 26th day of SEPTEMBER, 1990, by KAREN A. FIGER, SECRETARY of R-O Associates Limited Partnership, on behalf of the partnership.

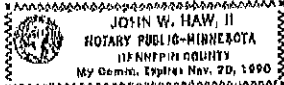


Karen A. Figer
Notary Public, WAUKESHA COUNTY

My commission expires 10-17-93

STATE OF Minnesota)
)SS
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 20th day of September, 1990, by R. M. Schmitz, President of Best Buy Co., Inc., a Minnesota corporation, on behalf of the corporation.

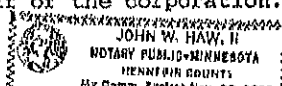


John W. Haw, II
Notary Public

My commission expires November 20, 1990

STATE OF Minnesota)
)SS
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 20th day of September, 1990, by Patrick R. Mahe, Vice President of Best Buy Co., Inc., a Minnesota corporation, on behalf of the corporation.



John W. Haw, II
Notary Public

My commission expires November 20, 1990

THIS INSTRUMENT PREPARED BY:

Ret.

Kimberly B. Owen, Attorney
SuperAmerica Group, Inc.
P.O. Box 14000
Lexington, KY 40512

7319005

-3-

IVOL 2036 PAGE 379

EXHIBIT A
LEGAL DESCRIPTION

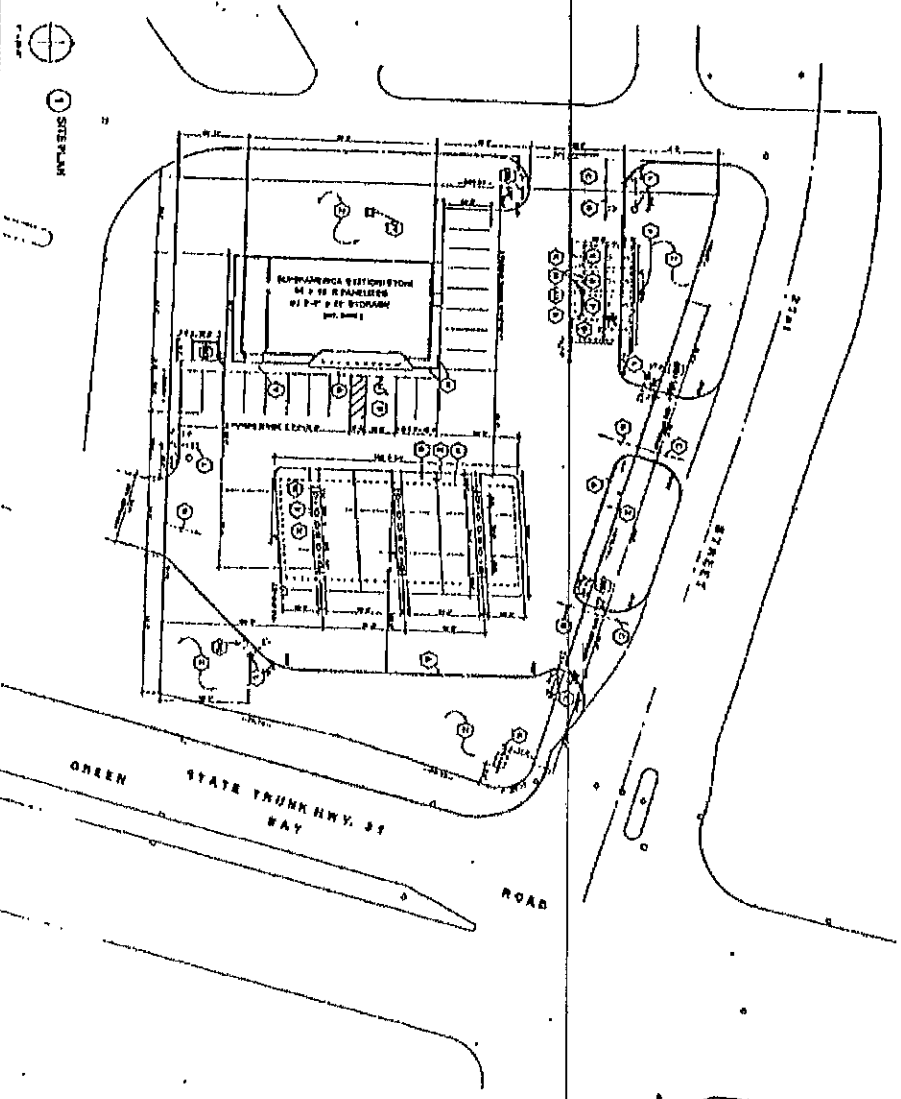
Parcel Two (2) of CERTIFIED SURVEY MAP NO. 1255, recorded in the Office of the Register of Deeds for Racine County, Wisconsin on August 4, 1937 in Volume 3 of Certified Survey Maps, Page 652, as Document No. 1236698 and being a part of the Southwest One-quarter (1/4) and Northwest (1/4) of Section Twenty-four (24) and Southeast One-quarter (1/4) of Section Twenty-three (23), Township Three (3) North, Range Twenty-two (22) East, in the City of Racine. EXCEPTING THEREFROM: That part conveyed for highway purposes by Deed recorded in Volume 1944 of Records at Page 986, as Document No. 1273582. Said land being in the County of Racine, State of Wisconsin.

Tax Key No. 23900

Address: 2300 South Green Bay Road

Above described lands more specifically described as follows: Commencing at the southwest corner of the Northwest Quarter (NW 1/4) of said Section 24, being a concrete monument with a brass cap; thence South 89° 08' 05" East along the south line of said Northwest Quarter (NW 1/4) 680.29 feet to the southwest corner of Parcel 2 of Certified Survey Map No. 1255, recorded in Volume 3 of Certified Survey Maps on Pages 652-657 as Document No. 1236698 in Racine County Registry, being the place of beginning of the lands hereinafter described; thence North 0° 51' 53" East along the west line of said Parcel 2, 229.24 feet to the south line of 21st Street, being an 80 foot wide public right-of-way; thence southeasterly 49.67 feet along said right-of-way line and the arc of a curve of radius 388.16 feet, center lies to the south, chord bears South 76° 54' 12" East 49.64 feet; thence continuing on said right-of-way line South 73° 14' 15" East 216.79 feet; thence southeasterly 24.33 feet along said right-of-way line and the arc of a curve of radius 15.00 feet, center lies to the south, chord bears South 26° 46' 30" East 21.75 feet to the west right-of-way line of Green Bay Road (S.T.H. 31) and east line of above said Parcel 2; thence South 19° 41' 15" West along the above said right-of-way line and east line 66.43 feet; thence South 12° 20' 47" West along said right-of-way line and east line 78.70 feet to the southeast corner of said Parcel 2 and the south line of the Northwest Quarter (NW 1/4) of Section 24; thence North 89° 08' 05" West 230.00 feet along said south section line and the south line of said Parcel 2 to the place of beginning. Containing a net area of 1.12379 acres of 48,952 square feet of land.

EXHIBIT B



SUPERAMERICA

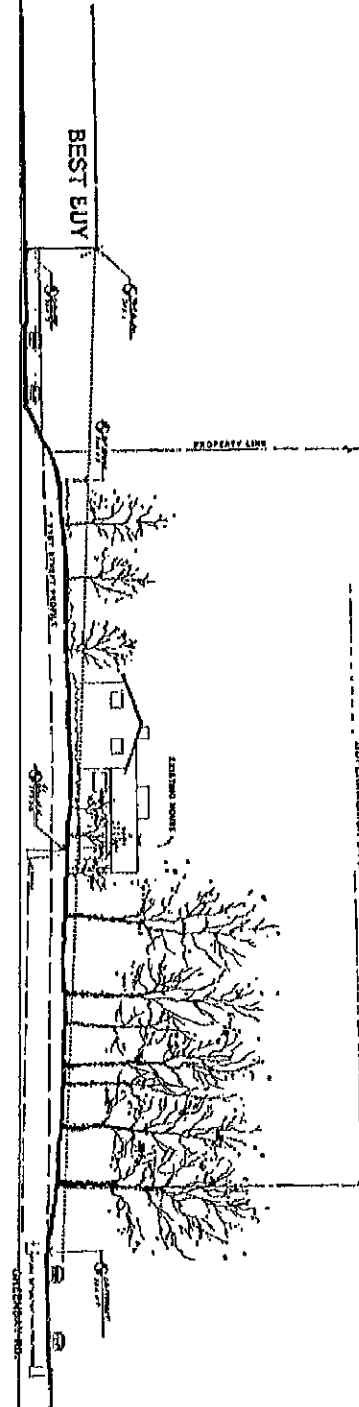
SITE PLAN
HIGHTON ST & 21st STREET
MADISON, WISCONSIN

NO.	DATE	DESCRIPTION
1	10/1/88	PRELIMINARY SITE PLAN
2	10/1/88	FINAL SITE PLAN
3	10/1/88	FINAL SITE PLAN
4	10/1/88	FINAL SITE PLAN
5	10/1/88	FINAL SITE PLAN
6	10/1/88	FINAL SITE PLAN
7	10/1/88	FINAL SITE PLAN
8	10/1/88	FINAL SITE PLAN
9	10/1/88	FINAL SITE PLAN
10	10/1/88	FINAL SITE PLAN

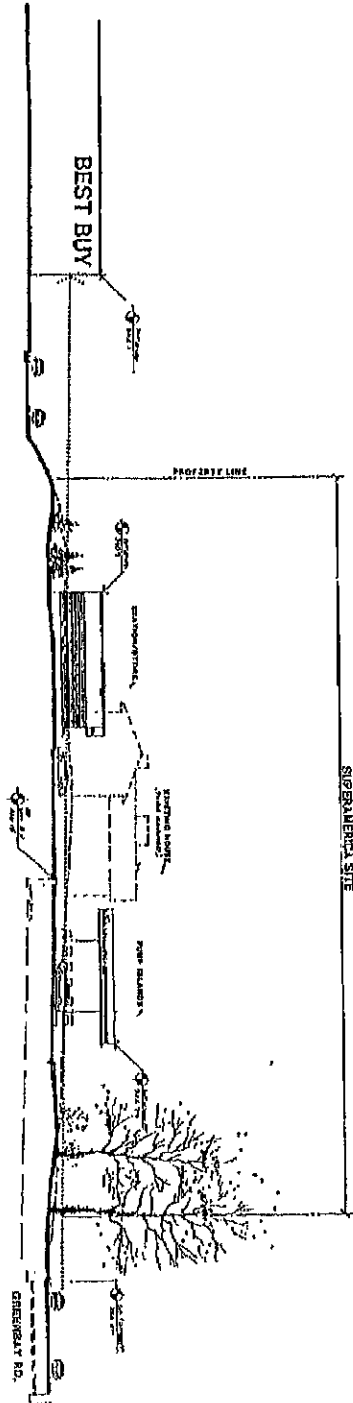
- 1. SITE PLAN - 100' x 100' x 100'
- 2. SITE PLAN - 100' x 100' x 100'
- 3. SITE PLAN - 100' x 100' x 100'
- 4. SITE PLAN - 100' x 100' x 100'
- 5. SITE PLAN - 100' x 100' x 100'
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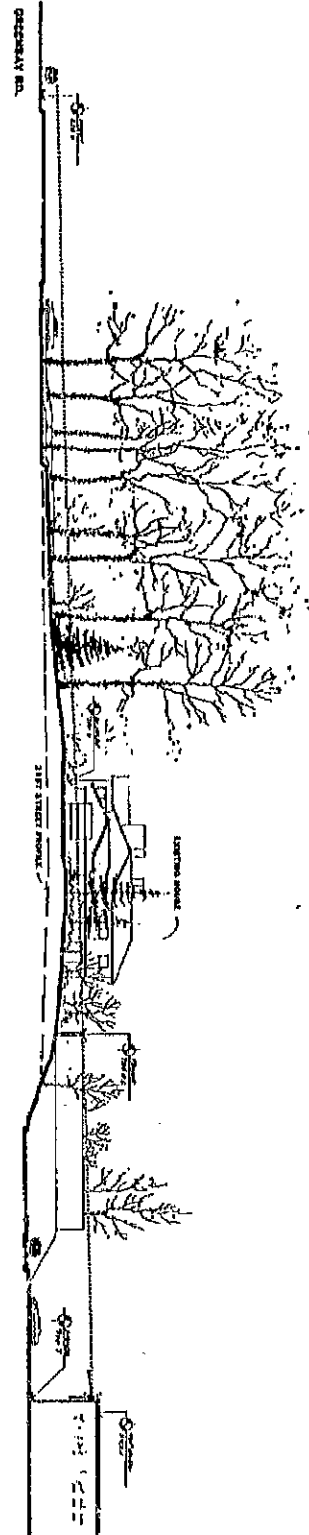
Exhibit C-1

1a SECTION THRU EXISTING SITE

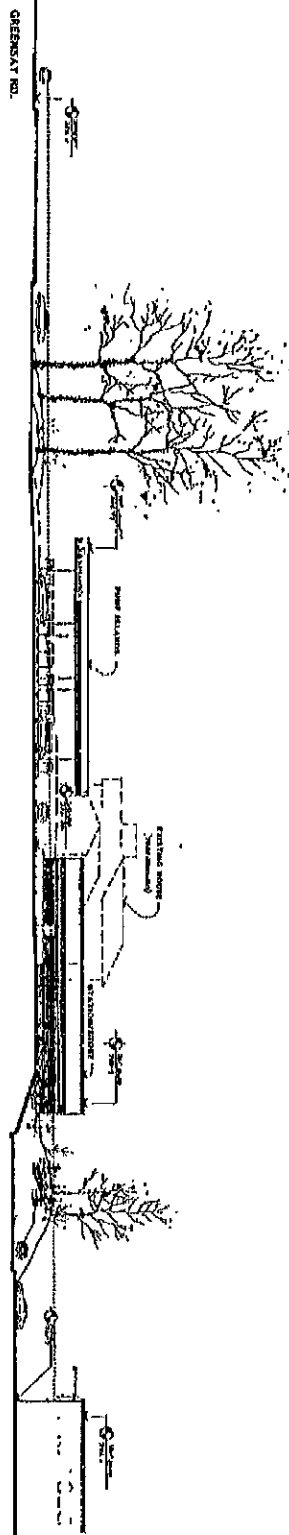


1b SECTION THRU PROPOSED SUPERAMERICA STATION/STORE





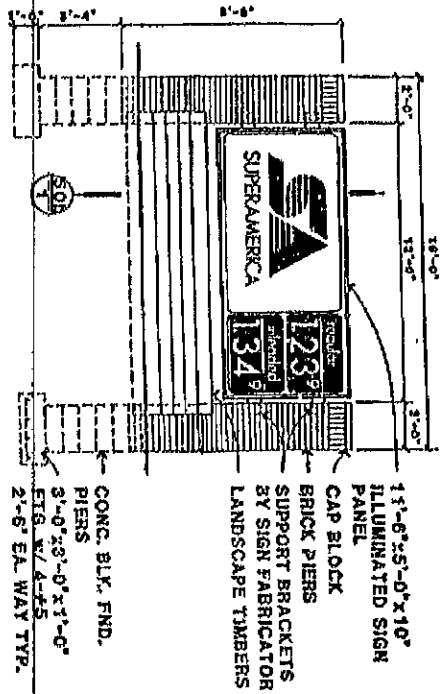
2a SECTION THRU EXISTING SITE



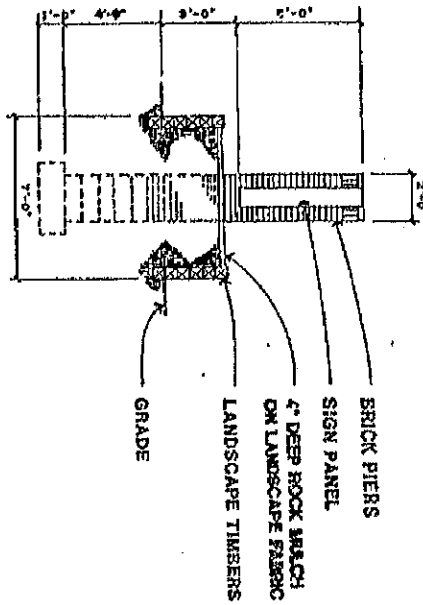
2b SECTION THRU PROPOSED
SUPERAMERICA STATION/STORE

Exhibit D

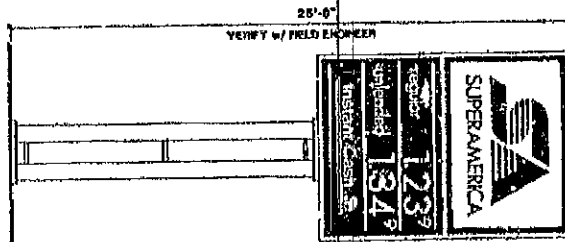
48b
1
GROUND SIGN ELEVATION



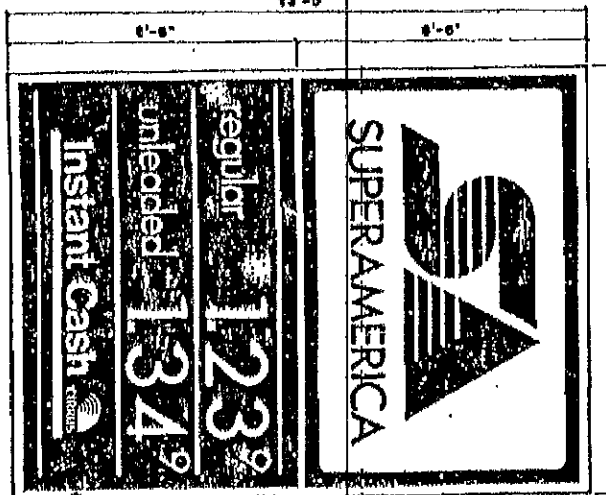
50b
1
GROUND SIGN SECTION



3
TRADEMARK POLE SIGN



4
POLE SIGN FACE - DETAIL
AREA - 130 SQ. FT.
NO SCALE



NOTE: LOWER PORTION
SIGN PANEL #

1247144

LAND USE AGREEMENT

This Agreement made and entered into as of November 12th, 1987, by and between LAND RECLAMATION, LTD., a Wisconsin Corporation and SEKAO, INC., a Wisconsin Corporation, both of Racine, Wisconsin, hereinafter collectively referred to as "Owners", and the CITY OF RACINE, WISCONSIN, A Municipal Corporation, hereinafter referred to as "City".

WITNESSETH:

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

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

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

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

1.01 The 100 foot set-back area shall be restricted by designating the area to be devoted to spatial separation and visually screening of the industrial development from the non-industrial area to the north and east. The set-back area will be dedicated to the installation and maintenance of earth berms, fencing, surface water drainage swales, landscaped green space, including trees and shrubs, and other compatible developments, which shall be in accordance with plans to be submitted by the Owners to the City, in care of the City Department of City Development, and subject to the approval by the City Plan Commission. Such plans or modification to plans shall be submitted by the Owners to the City upon written request directed to the Owners by the City.

1.02 Upon submission of plans or modifications to plans and before approval is granted by the City, the Owner shall furnish

23876-16, 23876-17, 23876-18, 23876-38, 23876-39
TS. # 23900 thru 23927

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2000

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

1.03 If the Owners fail to submit plans within six calendar months after request by the City as provided herein, the City shall at its option, be empowered to prepare plans which it shall submit to the Owners for implementation. If the Owners shall fail to implement the City's plans within four planting seasons (two calendar years), the City may implement the plans at Owners' expense. The Owners shall thereupon be liable under this agreement for the reasonable and necessary costs of implementing the City's plans, including the costs incurred by the City in plan preparation.

2.00 ACCESS. The parties further agree that vehicular access to the real estate from Sixteenth Street, Meadowlane Road, Sunset Street or Greenleaf Street shall be limited to automobile and small truck traffic, excepting, that in addition, Owners shall be permitted vehicular access to the real estate from said streets by all other types of vehicles which may from time to time be permitted by law or ordinance to travel on those streets. It is the intent of this provision that unless so permitted by law or ordinance, exterior access to the real estate for all heavy trucks or heavy equipment shall be restricted to points on Oakes Road and Twenty-First Street and Owners shall provide an internal roadway system for such heavy trucks and equipment within the real estate to serve its industrial users.

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

Owner: Land Reclamation, Ltd.
1777 Oakes Road
Racine, Wisconsin 53406

City: Director of City Development
730 Washington Avenue
Racine, Wisconsin 53403

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

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

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

(Testimonium Page Follows)

ATTST:

As to the signature of
Richard F. Meissner

Joseph J. Muratore Sr.
Joseph J. Muratore, Sr.
As to the signature of
Glenn Oakes

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

ATTST:

As to the signature of
Richard F. Meissner

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

As to the signature of
Glenn Oakes

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

ATTST:

As to the signature of
N. Owen Davies

Joseph E. Boyle
Joseph E. Boyle

As to the signature of
Anthony J. Schlaffer

Diane I. Schacht
Diane I. Schacht

OWNERS:

LAND RECLAMATION, LTD.

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

By Glenn Oakes
Glenn Oakes, President

(SEAL)

SEKAO, INC.,

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

Countersigned:

By Glenn Oakes
Glenn Oakes, President

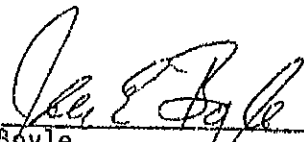
CITY OF RACINE

By N Owen Davies
N. Owen Davies, Mayor

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


(Seal)

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



Joseph E. Boyle
Title: Member State Bar of Wisconsin

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



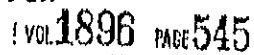
Joseph J. Muratore, Sr.
Title: Member State Bar of Wisconsin

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

That part of the Southeast $\frac{1}{4}$ of Section 14, the Northwest $\frac{1}{4}$, Northeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of Section 23, and the Southwest $\frac{1}{4}$ of Section 24, all in Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a standard Racine County monument marking the Northwest corner of the Northwest $\frac{1}{4}$ of said Section 23; run thence N89°36'28"E 1320.03 feet along the North line of said Section 23; thence S01°36'45"E 55.00 feet to the South line of 16th Street; thence N89°36'28"E 1319.98 feet along said South line of 16th Street; thence N89°08'28"E 508.68 feet along said South line of 16th Street to a point on a curve of Southerly convexity whose radius is 2409.19 feet and whose chord bears N83°19'12"E 488.68 feet; thence Easterly on the arc of said curve and the South line of 16th Street 489.52 feet; thence N77°29'57"E 340.89 feet along the South line of 16th Street to a point on a curve of Northerly convexity whose radius is 2242.05 feet and whose chord bears N83°24'52"E 469.82 feet; thence Easterly 470.68 feet on the arc of said curve and the South line of 16th Street to a point on a curve of Southerly convexity whose radius is 2219.00 feet and whose chord bears N87°40'10"E 136.25 feet; thence Easterly on the arc of said curve and the South line of 16th Street 136.27 feet; thence S01°50'10"E 113.76 feet to the North line of said Section 23; thence S01°45'43"E 487.15 feet; thence N89°08'29"E 705.38 feet to the West line of said Section 24; thence S01°45'43"E 1818.59 feet along the West line of said Section 24 to the Northerly line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence N81°38'51"E 1155.54 feet along said right of way to the centerline of Green Bay Road and a point on a curve of Westerly convexity whose radius is 16370.22 feet and whose chord bears S16°54'01"W 404.18 feet; thence Southerly on the arc of said curve and said centerline 404.18 feet to the projected South line of Twenty-first Street; thence N88°27'33"E 1367.35 feet along the projected South line and actual South line of Twenty-first Street; thence S01°33'25"E 1194.54 feet parallel to the North-South $\frac{1}{4}$ line of said Section 24; thence N89°08'05"W 286.62 feet parallel to the East-West $\frac{1}{4}$ line of said Section 24; thence S00°08'19"E 137.46 feet; thence S89°51'41"W 1361.00 feet to the East line of Green

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

100-443886-100



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

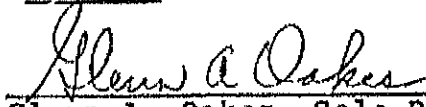
The undersigned, being the sole director of the above captioned Wisconsin Corporation, hereinafter also referred to as the Corporation, acting pursuant to the provisions of Section 180.91 of the Business Corporations' Act of the State of Wisconsin, does hereby consent in lieu of meeting to the adoption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

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

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

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

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



Glenn A. Oakes, Sole Director of
Land Reclamation, Ltd.

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

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

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

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

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

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

Glenn A. Oakes

Glenn A. Oakes, Sole Director of
Sekao, Inc.

Register's Office } SS
Racine County, Wis. } *jh*
Received for Record *30* day of
December A.D. 19 *87* at *11:07*
o'clock *A.M.* and recorded in Volume *1896*
of *Records* on page *539-547*

Heinrich Schuttler
Register of Deeds

VOL 1896 PAGE 547

1331937

Form 595-C-1-5-85
W.E.P. CO. ONLY
INDIVIDUAL AND CORPORATE
U.G. EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) to it paid, the receipt whereof is hereby acknowledged, SUPERAMERICA GROUP, INC., a Kentucky corporation, owner, and grantor, do es hereby convey unto

WISCONSIN ELECTRIC POWER COMPANY

grantee, its successors and assigns, the right, permission and authority to construct, install, operate, repair, maintain and replace conduit and cables underground, together with ~~manholes and other~~ appurtenant equipment; also the right to construct, install, operate, maintain and replace (an) electric pad-mounted transformer ~~or any other type of pad-mounted transformer~~, together with (a) concrete slab ~~(a) secondary power pedestals~~ ~~or other equipment~~, terminals, markers and other necessary and usual appurtenant equipment above ground, all for the purpose of transmitting electric energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used upon, across, within and beneath a strip of land 12 feet in width being a part of the grantor's premises described as part of Parcel 2 of Certified Survey Map No. 1255, recorded in the office of the Register of Deeds for Racine County, Wisconsin, in Volume 3 of Certified Survey Maps, on Pages 652-657, as Document No. 1236698, and being a part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, City of Racine, Racine County, Wisconsin.
Part of Tax Key No. 276-0000-2390-0000.

Register's Office
Racine County, Wis.

Received for Record 20 day of February A.D. 19 97 at 11:01 o'clock A. M. and recorded in Volume 2054 of Records on page 254.

Helmut M. Schuster 756
Register of Deeds

12

(If necessary, continue on reverse side)

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

The right, permission and authority is also granted to said grantee, its successors and assigns, to construct, install, operate, maintain and replace ~~any~~ (a) electric underground service lateral/in and under the grantor's 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, at a location approved by grantor.

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

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

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

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

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

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

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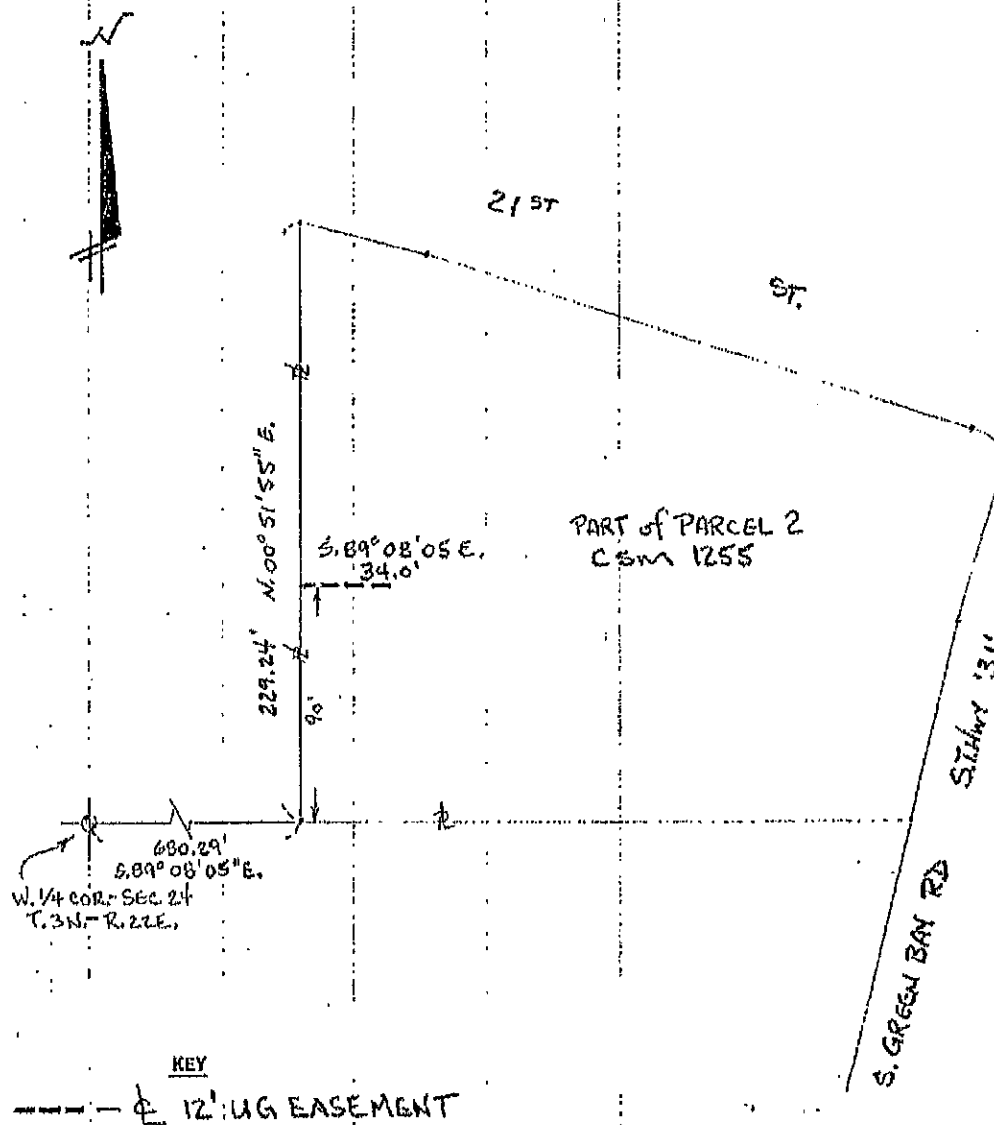


EXHIBIT "A"
VOL. 2054 PAGE 755

REVISIONS	WISCONSIN ELECTRIC POWER COMPANY	DRAWN BY M. QUINN
	PART of PARCEL 2 --- CSM. 1255	CHECKED BY
	NW 1/4 SEC 24	APPROVED BY
	T. 3 N. - R. 22 E.	SCALE: NTS
	0/RACINE --- RACINE COUNTY	DATE 1-4-91
		IDO 500082-2A

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