

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:1/10/20 2:04 pm

Last Revised on:1/10/20 2:34 pm

Printed on:1/10/20 2:34 pm

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

Sales Representative:Craig Haskins

Property Information

(Note: values below are from the tax roll)

Effective Date: 12/16/2019 at 8:00 am

Owner(s) of record:Time Warner Cable Midwest LLC, a Delaware limited liability company

Property address:5812 21st Street, Racine, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: See "Exhibit A" attached

Tax Key No: 23875005

Mortgages / Leases / Land Contracts / UCC

Rights of lessees under unrecorded leases, if any.

Memorandum of Lease and other matters contained in instrument recorded March 10, 1997, in Volume 2616, Page 969, as Document No. 1571610. Along with Assignment of Lease recorded June 2, 1999, in Volume 2922, Page 695, as Document No. 1686816.

Memorandum of License and other matters contained in instrument recorded August 2, 2001, in Volume 3229, Page 520, as Document No. 1784572.

Easements / Restrictions & Other Encumbrances

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

Rights and easements (if any) in and to any and all railroad switches, sidetracks, spur tracks and rights of way located upon or appurtenant to the Land.

Easement and other matters contained in the instrument recorded August 4, 1975 in Volume 1276, Page 30 as Document No. 960457.

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded July 19, 1965 in Volume 870, Page 473 as Document No. 791390. Superseded by Easement and other matters contained in instrument recorded December 1, 1965, in Volume 888, Page 50, as Document No. 798813.

Conveyance of Rights in Land by Public Utility and other matters contained in the instrument recorded March 27, 1975 in Volume 1257, Page 454 as Document No. 953398.

Covenants, Conditions, Restrictions and other matters contained in the instrument recorded June 28, 1967 in Volume 949, Page 70 as Document No. 824139.

Wisconsin Natural Gas Company Easement and other matters contained in the instrument recorded August 22, 1969 in Volume 1028, Page 73 as Document No. 858013.





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Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded December 17, 1969 in Volume 1039, Page 296 as Document No. 862775.

Covenants, Conditions, Restrictions, Easement, and other matters contained in the instrument recorded February 9, 1971 in Volume 1077, Page 192 as Document No. 878509.

Covenants, Conditions, Restrictions and other matters contained in the instrument recorded August 9, 1971 in Volume 1099, Page 142 as Document No. 887037.

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded February 24, 1975 in Volume 1254, Page 475 as Document No. 952181.

Conveyance of Rights in Land by Public Utility and other matters contained in the instrument recorded March 7, 1975 in Volume 1256, Page 25 as Document No. 952703.

Pipe Line Agreement and other matters contained in the instrument recorded October 3, 1978 in Volume 1471, Page 515 as Document No. 1038452.

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded September 8, 1983 in Volume 1688, Page 612 as Document No. 1132487.

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded September 26, 1983 in Volume 1690, Page 513 as Document No. 1133678. And re-recorded September 8, 1983, in Volume 1688, Page 620 as Document No. 1132488.

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded March 1, 1984 in Volume 1705, Page 953 as Document No. 1142666.

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded May 24, 1990 in Volume 2015, Page 490 as Document No. 1311010.

Sewer Easement and other matters contained in the instrument recorded October 25, 1996 in Volume 2583, Page 279 as Document No. 1558171.

Transmission Easement Gas Facilities and other matters contained in the instrument recorded December 7, 2000 in Volume 3097, Page 639 as Document No. 1751542.

Grant of Transmission Line Easement and other matters contained in the instrument recorded March 26, 2001 in Volume 3142, Page 593 as Document No. 1763585.

Permanent Limited Easement and other matters contained in the instrument recorded November 4, 2002 in Volume 3565, Page 145 as Document No. 1860484.

Judgments / Liens

None

General Taxes

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

Taxes for the Year 2018 in the amount of \$34,539.49, and all prior years are paid.



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Other Matters

None

Footnotes

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

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

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

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



EXHIBIT A

That part of the Northwest $\frac{1}{4}$ of Section 24, Township 3 North, Range 22 East, described as follows: Commence at the center of said Section 24; run thence North $87^{\circ} 08' 06''$ West 162.33 feet; thence North $0^{\circ} 19' 53''$ East 196.94 feet; thence North $89^{\circ} 40' 07''$ West 490.68 feet; thence North $0^{\circ} 19' 53''$ East 72.90 feet to the point of beginning of this description; continue thence North $0^{\circ} 19' 53''$ East 123.10 feet thence North $6^{\circ} 28' 23''$ West 171.58 feet to the Southerly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way; thence South $83^{\circ} 31' 37''$ West on said Southerly right-of-way line 816.89 feet to a point which is 70 feet Easterly of the center line of Green Bay Road (measured at right angles); thence South $21^{\circ} 20' 39''$ West parallel to said center line, 159.69 feet to the beginning of a curve, the radius of which bears South $68^{\circ} 39' 21''$ East 20.00 feet; thence along the arc of said curve 35.61 feet, the chord of which bears South $29^{\circ} 40' 08''$ East 31.09 feet to its point of tangency with a curve, the radius of which bears North $9^{\circ} 19' 05''$ East 293.57 feet; thence along the arc of said curve 46.05 feet, the chord of which bears South $85^{\circ} 10' 31''$ East 46.00 feet, to a point which is 90 feet Northerly of the Southerly line of the City owned land (measured at right angles); thence South $89^{\circ} 40' 07''$ East parallel to said Southerly line of City owned land 607.31 feet to the beginning of a curve, the radius of which bears South $0^{\circ} 19' 53''$ West 1433.70 feet; thence along the arc of said curve 220.89 feet, the chord of which bears South $85^{\circ} 13' 26''$ East 220.67 feet, to the point of beginning. Also lands conveyed in Quit Claim Deed by and between Railroad Properties Associates, a Wisconsin partnership to Racine Telecable Corp., dated September 9, 1983 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 16, 1983 in Volume 1689 of Records, at page 647, as Document No. 1133163. Excepting lands conveyed for highway purposes by and between Racine Telecable Corporation to State of Wisconsin, Department of Transportation, Division of Highways, dated November 8, 1974 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on December 6, 1974 in Volume 1247 of Records, at page 49, as Document No. 949264. Said land being in the City of Racine, County of Racine, State of Wisconsin.

ALSO DESCRIBED AS: That part of the Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 3 North, Range 22 East, bounded and described as follows: Commencing at the Center of said Section; thence North $87^{\circ} 08' 06''$ West along the South line of said $\frac{1}{4}$ Section 162.33 feet; thence North $00^{\circ} 19' 53''$ East 196.94 feet; thence North $89^{\circ} 40' 07''$ West 489.97 feet; thence North $00^{\circ} 19' 53''$ East 75.73 feet to the point of beginning, said point also being on the North right-of-way line of 21st Street; thence continue North $00^{\circ} 19' 53''$ East 121.50 feet; thence North $06^{\circ} 22' 46''$ West 287.08 feet; thence South $83^{\circ} 37' 14''$ West 756.39 feet to a point on the East right-of-way line of S.T.H. "31", and a point on a curve; thence Southwesterly along an arc of curve and the East right-of-way line of said S.T.H. "31", whose center lies to the East, whose radius is 16,310.22 feet, whose chord bears South $19^{\circ} 09' 59''$ West 307.28 feet, a distance of 307.28 feet; thence Southeasterly along an arc of a curve and the North right-of-way of 21st Street, whose center lies to the North, whose radius is 20.00 feet, whose chord bears South $64^{\circ} 59' 28''$ East 10.73 feet, a distance of 10.87 feet; thence Easterly along an arc of a curve and the North right-of-way line of said street, whose center lies to the North, whose radius is 293.57 feet, whose chord bears South $85^{\circ} 02' 52''$ East, 46.00 feet, a distance of 46.05 feet to a point of tangency; thence South $89^{\circ} 32' 28''$ East and along the North right-of-way line of said street 607.31 feet to a point of curvature; thence Easterly along an arc of a curve and the North right-of-way line of said street, whose center lies to the South, whose radius is 1423.70 feet, whose chord bears South $85^{\circ} 04' 42''$ East 221.56 feet, a distance of 221.79 feet to the point of beginning. Said land being in the City of Racine, County of Racine and State of Wisconsin.

For informational purposes only

Property Address: 5812 21st Street, Racine, WI 53406

Tax Key No.: 23875005



1079154



City of Racine Web Portal - Property Summary

Property: 23875005

Search powered by



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

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2018 ▼	Real Estate	23875005	276 - CITY OF RACINE	5812 TWENTYFIRST ST	TIME WARNER CABLE MIDWEST LLC 7820 CRESCENT EXECUTIVE DR CHARLOTTE NC 28217
Tax Year Legend: = owes prior year taxes = not assessed = not taxed Delinquent Current					

Summary

Property Summary

Parcel #:	23875005
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	7/11/2017
Historical Date:	
Acres:	0.000

Property Addresses

Primary ▲	Address
<input checked="" type="checkbox"/>	5812 TWENTYFIRST ST RACINE 53405

Owners

Name	Status	Ownership Type	Interest
TIME WARNER CABLE MIDWEST 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 PT DESC VOL 1077 RECS PG 192, EXC PT DESC VOL 1247 RECS PG 50 FOR HWY + PT FORMER C M ST P + P RR
ROW DESC VOL 1689 RECS PG 647 6.5 AC MOL

Public Land Survey - Property Descriptions

No Property Descriptions were found

District

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

	STATE OF WISCONSIN	
4620	UNIFIED SCHOOL	REGULAR SCHOOL

Building Information

Buildings

Assessments

Assessment Summary

Estimated Fair Market Value: 1210600

Assessment Ratio: 0.9830

Legal Acres: 0.000

2018 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	246000	944000	1190000
ALL CLASSES	0.000	246000	944000	1190000

2017 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	246000	944000	1190000
ALL CLASSES	0.000	246000	944000	1190000

Taxes

Tax Summary

Bill #: 26158	Net Mill Rate: 0.029166790
---------------	----------------------------

Lottery Credits

Claims	Date	Amount
0		0.00

Installments

Due Date ▲	Amount
1/31/2019	8860.63
3/31/2019	8659.62
5/31/2019	8659.62
7/31/2019	8659.62

Payments

Status	Payment Date ▲	Type	Amount	Receipt #	Notes
Posted	1/23/2019	T	34839.49	94845	CHECK 6809028 CHARTER

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	36880.91	-	-
School Credit	2172.43	-	-
<input checked="" type="checkbox"/> Total	34708.48	-	-

Description	Amount	Paid	Due
GATEWAY TECHINICAL COLLEGE	973.89		
LOCAL	19678.49		
RACINE COUNTY	4122.17		
STATE OF WISCONSIN	0.00		
UNIFIED SCHOOL	9933.93		
First Dollar Credit	69.99	-	-
Lottery Credit	0.00	-	-
Net Tax	34638.49	34638.49	0.00
Special Assessments	0.00	0.00	0.00
<input checked="" type="checkbox"/> Special Charges	201.00	201.00	0.00
Fire Inspection	75.00		
SANITARY SEWER MAINTENANCE	126.00		
Delinquent Utility	0.00	0.00	0.00
Private Forest Crop	0.00	0.00	0.00
Woodland Tax Law	0.00	0.00	0.00
Managed Forest Land	0.00	0.00	0.00
Other Charges	0.00	0.00	0.00
Interest	-	0.00	0.00
Penalty	-	0.00	0.00
TOTAL	34839.49	34839.49	0.00

Tax History

Interest/Penalty Date 11/12/2019

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Status
2018	34839.49	0.00	0.00	34839.49	1/23/2019	0.00	Paid
2017	39030.96	0.00	0.00	39030.96	1/24/2018	0.00	Paid
2016	39819.78	0.00	0.00	39819.78	1/27/2017	0.00	Paid
2015	40030.34	0.00	0.00	40030.34	1/19/2016	0.00	Paid
2014	38209.75	0.00	0.00	38209.75	1/28/2015	0.00	Paid
2013	37979.77	0.00	0.00	37979.77	1/31/2014	0.00	Paid
TOTAL	229910.09	0.00	0.00	229910.09	-	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

QUIT CLAIM DEED

Racine County

Document Number

Document #: 2333566

Date: 10-24-2012 Time: 3:05 PM Pages: 3
 Fee: \$30.00 County: RACINE State: WI
 Requesting Party: Title Source, Inc.
 Register of Deeds: TYSON FETTES
 RACINE COUNTY REGISTER OF DEEDS
 Exempt Code: 6m

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

This Deed, made between **TIME WARNER CABLE ENTERPRISES LLC**, a Delaware limited liability company, successor by merger to **TIME WARNER ENTERTAINMENT COMPANY, L.P. a/k/a TIME-WARNER ENTERTAINMENT CO., L.P.** ("Grantor"), and **TIME WARNER CABLE MIDWEST LLC**, a Delaware limited liability company ("Grantee"). Grantor quit claims to Grantee, together with the rents, profits, fixtures and other appurtenant interests in the following described real estate in Racine County, State of Wisconsin (The "Property"):

See Exhibit A for a more particular description.

Recording Area

Name and Return Address

3710115
 Title Source
 Commercial Team
 Attn: Alicia Kordalski
 662 Woodward Ave.
 Detroit, MI 48226

276-00-00-23875-005

51-006-03-23-31-046-000 and

018032120020010

Parcel Identification Number (PIN)

This is not homestead property.

Effective as of the 30th day of September, 2012.

AUTHENTICATION

Signature(s) NOT REQUIRED

authenticated this _____ day of _____,

TIME WARNER CABLE ENTERPRISES LLC, a Delaware limited liability company, successor by merger to **TIME WARNER ENTERTAINMENT COMPANY, L.P. a/k/a TIME-WARNER ENTERTAINMENT CO., L.P.**

By:

Meredith Garwood
 Assistant Treasurer

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)
) ss.
 MECKLENBURG COUNTY)

Personally came before me this 27 day of September, 2012 the above named Meredith Garwood to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print Name:

Notary Public, State of North Carolina

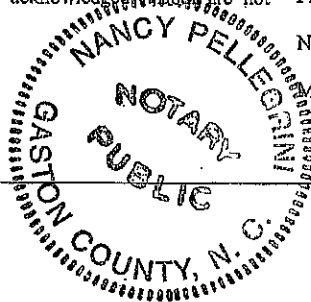
My Commission expires: 5-1-2016

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

THIS INSTRUMENT WAS DRAFTED BY:

Mayleng S. Watson, Esq.
 McGuireWoods, LLP
 201 N. Tryon St., Ste. 3000
 Charlotte, NC 28202

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



QUIT CLAIM DEED

Form No.3-2003

EXHIBIT A

TWC - WI053

COMMENCE AT THE CENTER OF SAID SECTION 24; RUN THENCE NORTH 87° 08' 06" WEST 162.33 FEET; THENCE NORTH 0° 19' 53" EAST 196.94 FEET; THENCE NORTH 89° 40' 07" WEST 490.68 FEET; THENCE NORTH 0° 19' 53" EAST 72.90 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; CONTINUE THENCE NORTH 0° 19' 53" EAST 123.10 FEET; THENCE NORTH 6° 28' 23" WEST 171.58 FEET TO THE SOUTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT-OF-WAY; THENCE SOUTH 83° 31' 37" WEST ON SAID SOUTHERLY RIGHT-OF-WAY LINE 816.89 FEET TO A POINT WHICH IS 70 FEET EASTERLY OF THE CENTER LINE OF GREEN BAY ROAD (MEASURED AT RIGHT ANGLES); THENCE SOUTH 21° 20' 39" WEST PARALLEL TO SAID CENTER LINE, 159.69 FEET TO THE BEGINNING OF A CURVE, THE RADIUS OF WHICH BEARS SOUTH 68° 39' 21" EAST 20.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 35.61 FEET, THE CHORD OF WHICH BEARS SOUTH 29° 40' 08" EAST 31.09 FEET TO ITS POINT OF TANGENCY WITH A CURVE, THE RADIUS OF WHICH BEARS NORTH 09° 19' 05" EAST 293.57 FEET; THENCE ALONG THE ARC OF SAID CURVE 46.05 FEET, THE CHORD OF WHICH BEARS SOUTH 85° 10' 31" EAST 46.00 FEET, TO A POINT WHICH IS 90 FEET NORTHERLY OF THE SOUTHERLY LINE OF THE CITY OWNED LAND (MEASURED AT RIGHT ANGLES); THENCE SOUTH 89° 40' 07" EAST PARALLEL TO SAID SOUTHERLY LINE OF CITY OWNED LAND 607.31 FEET TO THE BEGINNING OF A CURVE, THE RADIUS OF WHICH BEARS SOUTH 0° 19' 53" WEST 1433.70 FEET; THENCE ALONG THE ARC OF SAID CURVE 220.89 FEET, THE CHORD OF WHICH BEARS SOUTH 85° 13' 26" EAST 220.67 FEET, TO THE POINT OF BEGINNING.

ALSO LANDS CONVEYED IN QUIT CLAIM DEED BY AND BETWEEN RAILROAD PROPERTIES ASSOCIATES, A WISCONSIN PARTNERSHIP TO RACINE TELECABLE CORP., DATED SEPTEMBER 9, 1983 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RACINE COUNTY, WISCONSIN ON SEPTEMBER 16, 1983 IN VOLUME 1689 OF RECORDS, AT PAGE 647, AS DOCUMENT NO. 1133163. EXCEPTING LANDS CONVEYED FOR HIGHWAY PURPOSES BY AND BETWEEN RACINE TELECABLE CORPORATION TO STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, DATED NOVEMBER 8, 1974 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RACINE COUNTY, WISCONSIN ON December 6, 1974 IN VOLUME 1247 OF RECORDS, AT PAGE 49, AS DOCUMENT NO. 949264. SAID LAND BEING IN THE CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN.

also known as:

THAT PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE CENTER OF SAID SECTION; THENCE NORTH 87° 08' 06" WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 162.33 FEET; THENCE NORTH 00° 19' 53" EAST 196.94 FEET; THENCE NORTH 89° 40' 07" WEST 489.97 FEET; THENCE NORTH 00° 19' 53" EAST 75.73 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF 21ST STREET; THENCE CONTINUE NORTH 00° 19' 53" EAST 121.50 FEET; THENCE NORTH 06° 22' 46" WEST 287.08 FEET; THENCE SOUTH 83° 37' 14" WEST 756.39 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF S.T.H. "31", AN A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG AN ARC OF CURVE AND THE EAST RIGHT-OF-WAY LINE OF SAID S.T.H., WHOSE CENTER LIES TO THE EAST, WHOSE RADIUS IS 16,310.22 FEET, WHOSE CHORD BEARS SOUTH 19° 09' 59" WEST 307.28 FEET, A DISTANCE OF 307.28 FEET; THENCE SOUTHEASTERLY ALONG AN ARC OF A CURVE AND THE NORTH RIGHT-OF-WAY OF 21 STREET, WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 20.00 FEET, WHOSE CHORD BEARS SOUTH 64° 59' 28" EAST 10.73 FEET, A DISTANCE OF 10.87 FEET; THENCE EASTERLY ALONG AN ARC OF A CURVE AND THE NORTH RIGHT-OF-WAY LINE OF SAID STREET, WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 293.57 FEET, WHOSE CHORD BEARS SOUTH 85° 02' 52" EAST, 46.00 FEET, A DISTANCE OF 46.05 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89° 32' 28" EAST AND THE NORTH RIGHT-OF-WAY LINE OF SAID STREET 607.31 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG AN ARC OF A CURVE AND THE NORTH RIGHT-OF-WAY LINE OF SAID STREET, WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 1423.70 FEET, WHOSE CHORD BEARS SOUTH 85° 04' 42" EAST 221.56 FEET, A DISTANCE OF 221.79 FEET TO THE POINT OF BEGINNING.

TWC-WI062

Part of the Northwest 1/4 of the Southwest 1/4 of Section 20, Township 3 North, Range 21 East, Town of Yorkville, Racine County, State of Wisconsin and more particularly described as follows: Commencing at the West 1/4 corner of said Section 20, run thence South 01°28'02" East along the West line of the Southwest 1/4 of Section 20, a distance of 886.41 feet; thence North 36°59'35" East 260.15 feet; thence North 75°28'31" East 1096.14 feet to the point of beginning of the following described parcel; thence continue North 75°28'31" East along the Southerly right of way line of County Trunk Highway "C", a distance of 100.00 feet; thence South 01°26'27" East along the East line of the Northwest 1/4 of the Southwest 1/4 of Section 20, a distance of 200.00 feet; thence South 75°28'31" West, a distance of 100.00 feet; thence North 01°26'27" West 200.00 feet to the point of beginning.

DOCUMENT #

1686815

Document Number

SPECIAL WARRANTY DEED
(CORPORATION)

Document Title

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED _____

99 JUN -2 PM 4:27

MARK A. LADD
REGISTER OF DEEDS

16'
Recording Area

Name and Return Address

Ms. Ann E. Wise (R52964)
Knight-Barry Title, Inc.
835 Wisconsin Ave.
Racine, WI 53401

WI REAL ESTATE
TRANSFER FEE

\$ 2580.00

23875005

Parcel Identification Number (PIN)

R-52964

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, §9.517. WRDA 2/96

WISCONSIN SPECIAL WARRANTY DEED (CORPORATION)
As of 10/96

SPECIAL WARRANTY DEED
Corporation

This space reserved for
recording data

TCI OF RACINE, INC., a Wisconsin corporation, P.O. Box 5630, Denver, CO 80217-5630, formerly known as Racine Telecable Corporation (which changed its name to TCI of Racine, Inc. 4/18/95) (hereinafter called "Grantor") for \$10.00 and other good and valuable consideration, hereby grants, bargains, sells and conveys to **TIME WARNER ENTERTAINMENT COMPANY, L.P.**, a Delaware limited partnership, 290 Harbor Drive, Stamford, CT 06902 (hereinafter called "Grantee") the following described real estate in Racine County, State of Wisconsin:

As described on Exhibit "A" attached hereto.

Tax parcel number: 23875005

Grantor warrants that title is free of defects, encumbrances and liens created or suffered by Grantor during the time it has owned the property, except for municipal and zoning ordinances, easements and restrictions of record, and general taxes for the year 1999.

[Remainder of this page left intentionally blank]

Effective as of the 1st day of June, 1999.

Grantor:
TCI OF RACINE, INC.

By: [Signature]
Print: Derek Chang
Its: Vice President

ACKNOWLEDGEMENT

STATE OF COLORADO)
DOUGLAS COUNTY) SS

Derek Chang personally came before me this 26th day of May, 1999, the above-named Vice President of TCI OF RACINE, INC., a Wisconsin corporation, to me known to be the person who executed the foregoing instrument on behalf of the Corporation and acknowledged the same.

Witness my hand and seal.

Billie L. Winthorn
Notary Public in and for the State of Colorado
Print Name: Billie L. Winthorn
My commission expires: May 29, 2002

SEND SUBSEQUENT TAX BILLS TO:
TIME WARNER ENTERTAINMENT COMPANY, L.P.
c/o Time Warner Cable, Tax Department
160 Inverness Drive West
Englewood, CO 80112

Prepared by: Karla Tartz, Esq.
TELE-COMMUNICATIONS, INC.
P.O. Box 5630
Denver, CO 80217-5630

After recording return to:
Knight-Barry Title, Inc.
835 Wisconsin Avenue
Racine, WI 53401

5812 21st Street
Racine, WI
Racine County
GF R52964

Exhibit "A"

Commonly Known as: 5812 21st Street, Racine, WI

Property Legal Description:

COMMENCE AT THE CENTER OF SAID SECTION 24; RUN THENCE NORTH 87° 08' 06" WEST 162.33 FEET; THENCE NORTH 0° 19' 53" EAST 196.94 FEET; THENCE NORTH 89° 40' 07" WEST 490.68 FEET; THENCE NORTH 0° 19' 53" EAST 72.90 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; CONTINUE THENCE NORTH 0° 19' 53" EAST 123.10 FEET; THENCE NORTH 6° 28' 23" WEST 171.58 FEET TO THE SOUTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT-OF-WAY; THENCE SOUTH 83° 31' 37" WEST ON SAID SOUTHERLY RIGHT-OF-WAY LINE 816.89 FEET TO A POINT WHICH IS 70 FEET EASTERLY OF THE CENTER LINE OF GREEN BAY ROAD (MEASURED AT RIGHT ANGLES); THENCE SOUTH 21° 20' 39" WEST PARALLEL TO SAID CENTER LINE, 159.69 FEET TO THE BEGINNING OF A CURVE, THE RADIUS OF WHICH BEARS SOUTH 68° 39' 21" EAST 20.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 35.61 FEET, THE CHORD OF WHICH BEARS SOUTH 29° 40' 08" EAST 31.09 FEET TO ITS POINT OF TANGENCY WITH A CURVE, THE RADIUS OF WHICH BEARS NORTH 09° 19' 05" EAST 293.57 FEET; THENCE ALONG THE ARC OF SAID CURVE 46.05 FEET, THE CHORD OF WHICH BEARS SOUTH 85° 10' 31" EAST 46.00 FEET, TO A POINT WHICH IS 90 FEET NORTHERLY OF THE SOUTHERLY LINE OF THE CITY OWNED LAND (MEASURED AT RIGHT ANGLES); THENCE SOUTH 89° 40' 07" EAST PARALLEL TO SAID SOUTHERLY LINE OF CITY OWNED LAND 607.31 FEET TO THE BEGINNING OF A CURVE, THE RADIUS OF WHICH BEARS SOUTH 0° 19' 53" WEST 1433.70 FEET; THENCE ALONG THE ARC OF SAID CURVE 220.89 FEET, THE CHORD OF WHICH BEARS SOUTH 85° 13' 26" EAST 220.67 FEET, TO THE POINT OF BEGINNING

ALSO LANDS CONVEYED IN QUIT CLAIM DEED BY AND BETWEEN RAILROAD PROPERTIES ASSOCIATES, A WISCONSIN PARTNERSHIP TO RACINE TELECABLE CORP., DATED SEPTEMBER 9, 1983 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RACINE COUNTY, WISCONSIN ON SEPTEMBER 16, 1983 IN VOLUME 1689 OF RECORDS, AT PAGE 647, AS DOCUMENT NO. 1133163. EXCEPTING LANDS CONVEYED FOR HIGHWAY PURPOSES BY AND BETWEEN RACINE TELECABLE CORPORATION TO STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, DATED NOVEMBER 8, 1974 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RACINE COUNTY, WISCONSIN ON December 6, 1974 IN VOLUME 1247 OF RECORDS, AT PAGE 49, AS DOCUMENT NO. 949264. SAID LAND BEING IN THE CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN.

also known as:

THAT PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE CENTER OF SAID SECTION; THENCE NORTH 87° 08' 06" WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 162.33 FEET; THENCE NORTH 00° 19' 53" EAST 196.94 FEET; THENCE NORTH 89° 40' 07" WEST 489.97 FEET; THENCE NORTH 00° 19' 53" EAST 75.73 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF 21ST STREET; THENCE CONTINUE NORTH 00° 19' 53" EAST 121.50 FEET; THENCE NORTH 06° 22' 46" WEST 287.08 FEET; THENCE SOUTH 83° 37' 14" WEST 756.39 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF S.T.H. "31", AN A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG AN ARC OF CURVE AND THE EAST RIGHT-OF-WAY LINE OF SAID S.T.H., WHOSE CENTER LIES TO THE EAST, WHOSE RADIUS IS 16,310.22 FEET, WHOSE CHORD BEARS SOUTH 19° 09' 59" WEST 307.28 FEET, A DISTANCE OF 307.28 FEET; THENCE SOUTHEASTERLY ALONG AN ARC OF A CURVE AND THE NORTH RIGHT-OF-WAY OF 21 STREET, WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 20.00 FEET, WHOSE CHORD BEARS SOUTH 64° 59' 28" EAST 10.73 FEET, A DISTANCE OF 10.87 FEET; THENCE EASTERLY ALONG AN ARC OF A CURVE AND THE NORTH RIGHT-OF-WAY LINE OF SAID STREET, WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 293.57 FEET, WHOSE CHORD BEARS SOUTH 85° 02' 52" EAST, 46.00 FEET, A DISTANCE OF 46.05 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89° 32' 28" EAST AND THE NORTH RIGHT-OF-WAY LINE OF SAID STREET 607.31 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG AN ARC OF A CURVE AND THE NORTH RIGHT-OF-WAY LINE OF SAID STREET, WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 1423.70 FEET, WHOSE CHORD BEARS SOUTH 85° 04' 42" EAST 221.56 FEET, A DISTANCE OF 221.79 FEET TO THE POINT OF BEGINNING.

1133163

RAILROAD PROPERTIES ASSOCIATES, a Wisconsin
Partnership

quit-claims to RACINE TELECABLE CORP.

the following described real estate in Racine County,
State of Wisconsin:Register's Office
Racine County, Wis. } SSReceived for Record 16th day of
September 1983 at 3:15
o'clock P. M. and recorded in Volume 1689
of Racine on page 647Helen M. Schuttler
Register of Deeds

4.00

RETURN TO

P.O. Box 188
RACINE 53401

Tax Parcel No:

The Chicago, Milwaukee, St. Paul & Pacific Railroad right-of-way adjacent to a parcel of land recorded in Document No. 887037, Vol. 1099, Pg. 142. Bounded on the East by the East line of the said parcel extended Northerly to the North line of said right-of-way and bounded on the West by the East line of State Hwy. "31" (Green Bay Road). Said right-of-way being 794 feet, more or less, in length and 115.5 feet in width containing 91,736 square feet of land, more or less, all located in Section 24, T3N, R22E, City of Racine, Racine County, Wisconsin.

Wisconsin Real Estate Transfer Tax : 94.80

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

Dated this 9th day of September 1983

RAILROAD PROPERTIES ASSOCIATES

By Roger Caron (SEAL)

Roger Caron, President, Racine Area
Manufacturers & Commerce - Partner

By Larnford L. Jorgensen (SEAL)

Larnford L. Jorgensen, President, Downtown
Redevelopment Corporation - Partner

AUTHENTICATION

Signature(s)

authenticated this 9th day of September, 1983

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

THIS INSTRUMENT WAS DRAFTED BY

Atty. Robert J. Grady

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

County. } SS

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

VCL 1689 PAGE 647

Notary Public County, Wis.
My Commission is permanent. (If not, state expiration
date:, 19.....)

DOCUMENT NO.

This Indenture, Made by Racine Telecable Corporation
_____, a Corporation duly organized and existing under and
by virtue of the laws of the State of Wisconsin, grantor, of Racine County,
Wisconsin, hereby conveys and warrants to State of Wisconsin, Department of Transportation,
Division of Highways
_____, grantee, of County, Wisconsin, for the
sum of Four-Hundred and 00/100 (\$400.00) Dollars.

See attached Page 2 for legal description

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.09, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by Rex A. Bradley
its President, and countersigned by Richard F. Barry III, its Secretary, at Norfolk, Virginia,
and its corporate seal to be hereunto affixed, this 8th day of November, A.D. 1974.

Signed and Sealed in Presence of

Racine Telecable Corporation

Ref. 6. Broth...

Corporate Name

Ref. 6. Broth...

President

Countersigned:

Richard F. Barry III

Secretary

Personally came before me, this 8th day of November A.D., 1974.

Rex A. Bradley _____, President, and
Richard F. Barry III _____, Secretary of the
above-named Corporation, to me known to be the persons who
executed the foregoing instrument, and to me known to be
such Rex A. Bradley _____, President and

(SEAL) Notary Public Harrell County Wisconsin

My commission expires 10/3, A.D., 1977.

Negotiated by Scott L. Willman

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

Project 2590-1-21

· VOL 1247 PAGE 49

Parcel No. 50

1247.40

Dec. 6, 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 3 North, Range 22 East, described in Volume 1099 of Racine County Records on Pages 142-143 lying westerly of a line which is 60.00 feet easterly of, as measured normal to, and parallel with the following described reference line of S.T.H. 31.

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

This parcel contains 0.04 Acre, more or less. Fee Exempt 77.25 #2 Also a Limited Highway Easement for the right to construct cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Racine County, State of Wisconsin, described as: a 10.00-foot strip of land lying easterly of and adjacent to the above described parcel.

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

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

Register's Office
Racine County, Wis. } ss. 949264
Received for Record 6th day of
December A.D., 1974 at 10:16
o'clock A.M. and recorded in Volume 1247
of Records on page 50
Stanley J. Bialecki
Register of Deeds

300

Wis Dept
TRANS.

I.D. 2390-1-21

Parcel 50

This Indenture, Made by the Chicago, Milwaukee, St. Paul and Pacific Railroad Company
a Corporation duly organized and existing under and
by virtue of the laws of the State of Wisconsin, grantor, ~~of~~ County
~~Wisconsin~~, hereby conveys ~~and grants~~ to the State of Wisconsin, Department of
Transportation, Division of Highways

grantee, ~~of~~ County, Wisconsin, for the
sum of two hundred fifty and no/100 (\$250.00) Dollars.

An easement for highway purposes, as long as so used, including the right to preserve,
protect, and remove any vegetation existing on said lands and the right to plant
thereon and protect any vegetation that the highway authorities may deem desirable to
prevent erosion of the soil or to beautify the highway, in and to the following
described lands in Racine County, State of Wisconsin, described as:

(CONTINUED ON PAGE 2)

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

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by E. J. Stoll
Vice
its President, and countersigned by J. T. Taussig, its Secretary, at Chicago, Illinois,

and its corporate seal to be hereunto affixed, this 2nd day of June, A.D., 1975.
Chicago, Milwaukee, St. Paul and
Pacific Railroad Company

Signed and Sealed in Presence of
J. M. REKAR
D. L. STENG

E. J. Stoll Vice President
J. T. TAUSSIG Secretary

STATE OF WISCONSIN ILLINOIS
Cook County } ss.

Personally came before me, this 2nd day of
June, A.D., 1975,
E. J. Stoll, Vice President, and

RECEIVED FOR RECORD
DAY OF _____
A. D. 19____ At _____
O'CLOCK ____ M. AND RECORDED IN VOL. _____
OF _____ PAGE _____
_____ COUNTY

J. T. Taussig, Secretary of the
above-named Corporation, to me known to be the persons who
executed the foregoing instrument, and to me known to be
such _____ Vice President and

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.

Raymond H. Keegan
RAYMOND H. KEEGAN, Jr.
Notary Public, Cook County, Ill.
(SEAL) Notary Public, Cook County, Wisconsin

My commission expires _____, A.D., 19____

Negotiated by _____

Parcel No. 7

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

960457

1276-30

Aug. 4, 1975

That part of the lands owned by the Chicago, Milwaukee, St. Paul and Pacific Railroad Company in the northwest one-quarter of Section 24, Township 3 North, Range 22 East, lying 60.00 feet westerly and 60.00 feet easterly of, as measured normal to, the following described reference line of S.T.H. 31; Fee Exempt 77.25 ^{#2}

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 2242.52 feet) 2244.27 feet to a point of tangency, said point being South 89° 09' 45" East 938.63 feet, North 11° 49' 57" East 27.50 feet and North 19° 41' 15" East 1123.90 feet of the southwest corner of the northwest one-quarter of said Section 24, as measured along and from the south line of said northwest one-quarter.

The above easement shall run with the land and be binding on both parties herein, their heirs, executors, administrators and assigns, and is subject to any and all public or private utilities now located on the above described real estate. Reserving, however, unto the grantor its successors and assigns the right to construct, reconstruct, operate, maintain, repair, and renew such of its facilities as are now or such additional facilities as in the future may be located over, upon or across the real estate above described for any and all purposes not inconsistent with the use thereof for street or highway purposes.

Register's Office } SS. 360457
Racine County, Wis. }
Received for Record 46 day of
August A.D. 1975 at 8:31
o'clock A.M. and recorded in Volume 1276
of Records on page 30-31
Stanley J. Bischoff
Register of Deeds

STATE OF WISCONSIN	ss.
Department of State	
Received this <u>23rd</u> day of	
<u>July</u> A.D. 19 <u>75</u> at <u>10</u>	
o'clock <u>A.M.</u> and recorded in Vol.	
<u>50</u> of <u>RRM</u>	
on page <u>311</u>	
<u>D. J. Chittie</u>	Secretary of State

Project I.D. 2390-1-21 3.00

-2-

Parcel 7

Superseded by 790813

Ref

791390

870-473

July 19, 1965

Tract No. 49

FORM 226-7-65-300

FOR AND IN CONSIDERATION of the sum of -----Two Hundred-----

-----Dollars (\$200.00), to it paid,

the receipt whereof is hereby acknowledged, the undersigned grantor, -----, RACINE COUNTY,

-----a municipal body corporate of the State of Wisconsin,

owner, and

-----, do hereby convey unto

791390

WISCONSIN ELECTRIC POWER COMPANY

a Wisconsin corporation, grantee, its successors and assigns, the right, permission and authority to construct, erect, operate, maintain and replace ~~lines of~~ poles, together with the necessary anchors, guy wires, ~~brackets~~ and other appliances necessary and usual in the conduct of its business, in such locations as may be from time to time selected by said grantee, upon, along, over and across a strip of land fifty (50) feet in width, ~~being described as~~ lying twenty-five (25) feet on both sides of the following described center line: Commencing at a point in the center line of State Trunk Highway 31, which line is also the west line of the premises of the owner, which point is forty-six and five tenths (46.5) feet south of the south line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way, measured at right angles to said south right-of-way line; thence easterly eighty-three and two tenths (83.2) feet to a point, which point is forty-five (45) feet south of the south line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way, measured at right angles to said south right-of-way line; thence northeasterly ninety-five (95) feet to a point on the south line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company right-of-way, which line is also the north line of the premises of the owner;

being a part of the premises of the undersigned grantor in the Northwest one-quarter (NW $\frac{1}{4}$)

of Section Twenty-four (24), Township Three (3)

North, Range Twenty-two (22) East, Town of Mt. Pleasant

Racine County, Wisconsin

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

Received for Record 1961 day of

July A.D. 1961

of Record on page 473-474

2nd Stanley F. Bialski

Register of Deeds

The right, permission and authority is also granted to said grantee to string, operate, maintain and replace wires and cables on said poles, supported by the necessary crossarms and appliances, over and across said fifty (50) foot strip of land, for the purpose of transmitting electrical energy. Said wires and cables shall be strung so as to have ground clearance not less than eighteen (18) feet above the presently existing ground level at all points.

The right, permission and authority is also granted to said grantee to cut down and remove or trim all trees and overhanging branches now or hereafter existing on said fifty (50) foot strip of land, to cut down and remove brush or apply chemicals for purposes of brush control, and to trim or cut down and remove such trees now or hereafter existing on the premises of the undersigned located outside of said fifty (50) foot strip of land, which by falling might interfere with or endanger said electric line.

The undersigned covenant and agree that no structures will be erected or hay stack, grain stack or straw stack, or other inflammable materials placed, or trees planted on said fifty (50) foot strip of land and that the undersigned covenant and agree that the surface of the ground under the electric line will not be altered so as to diminish its ground clearance without the written consent of grantee.

Said grantee and its agents shall have the right to enter upon the premises of the undersigned for the purpose of patrolling said electric line and exercising the rights herein acquired, but payment shall be made by it for damage, if any, to crops, fences or livestock caused by its acts.

The said owner, for itself, its successors or assigns, ~~hereby~~ covenant and agree to and with the said grantee, its successors and assigns, that at the time of the sealing and delivery of this easement, it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, ~~excepting those hereinafter~~ and will forever warrant and defend the said easement against all and every person or persons lawfully claiming the whole or any part thereof.

This agreement shall be binding upon and/or have the benefit of the heirs, successors or assigns of both parties hereto

The right, permission and authority is also granted to said grantee to install, maintain and replace anchors and guy wires to extend no more than one hundred (100) feet in a southeasterly direction from said pole in said fifty (50) foot strip of land located on the above described premises.

This agreement shall be binding upon and/or inure to the benefit of the successors or assigns of all parties hereto.

IN WITNESS WHEREOF, the said RACINE COUNTY, by appropriate action of its Board of Supervisors, has caused these presents to be signed by its _____ Chairman and countersigned by its County Clerk and its corporate seal to be hereunto affixed this 16th day of June, 1965.

In Presence of:

William F. Jones
William F. Jones

RACINE COUNTY

By Willard Savage
Willard Savage, Chairman,
County Board of Supervisors

COUNTERSIGNED:

By James A. Fay
James A. Fay, County Clerk

STATE OF WISCONSIN)
Racine COUNTY) SS

Personally came before me, this 10th day of June, 1965, Willard Savage, _____ Chairman, County Board of Supervisors, and James A. Fay, _____ County Clerk, of the above named municipal body corporate, RACINE COUNTY, known to me to be the persons who executed the foregoing instrument and to me known to be such _____ Chairman and County Clerk of said municipal body corporate, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said corporate body, by its authority, and pursuant to Resolution No. 65-21 adopted by its Board of Supervisors on June 8, _____, 1965.

Edith E. Slette
Edith E. Slette
Notary Public, Racine County, Wis.
My commission expires 10/30/66

Tract No. 49

FORM 507-1-25-1965

FOR AND IN CONSIDERATION of the sum of Twenty-five and 00/100

Twenty-five Dollars (\$ 25.00), to it paid,

the receipt whereof is hereby acknowledged, the undersigned grantor, RACINE COUNTY,

a municipal body corporate of the State of Wisconsin,

owner, and

hereby do, as hereby convey unto

VOL 888 PAGE 50

WISCONSIN ELECTRIC POWER COMPANY

a Wisconsin corporation, grantee, its successors and assigns, the right, permission and authority to construct, erect, operate, maintain and replace a ~~trans~~ pole, together with the necessary anchors, guy wires, ~~brackets~~, and other appliances necessary and usual in the conduct of its business, in such locations as may be from time to time selected by said grantee, upon, along, over and across a strip of land fifty (50) feet in width, ~~being described as the lying twenty-five (25) feet on both sides of the following~~ described center line: Commencing at a point on the center line of State Trunk Highway 11, which line is also the west line of the premises of the owner, which point is thirty (30) feet south of the south line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way, measured at right angles to said south right-of-way line; thence northeasterly and parallel to the said south right-of-way line one hundred twenty-seven and seven tenths (127.7) feet to a point, which point is thirteen and five tenths (13.5) feet south of the south line of said railroad right-of-way line; thence northeasterly twenty-seven and eight tenths (27.8) feet to a point in the south line of said railroad right of way; thence continuing northeasterly along the same line one hundred forty-eight and two tenths (148.2) feet to a point on the south rail of the single track of said railroad;

being a part of the premises of the undersigned grantor in the Northwest one-quarter (NW 1/4)

of Section Twenty-four (24), Township Three (3)

North, Range Twenty-two (22) East, Town of Mt. Pleasant,

Racine County, Wisconsin.

The right, permission and authority is also granted to said grantee to install, maintain and replace anchors and guy wires to extend no more than one hundred (100) feet in a southeasterly direction from said pole in said fifty (50) foot strip of land located on the above described premises.

The right, permission and authority is also granted to said grantee to string, operate, maintain and replace wires and cables on said poles, supported by the necessary crossarms and appliances, over and across said fifty (50) foot strip of land, for the purpose of transmitting electrical energy. Said wires and cables shall be strung so as to have ground clearance not less than eighteen (18) feet above the presently existing ground level at all points.

The right, permission and authority is also granted to said grantee to cut down and remove or trim all trees and overhanging branches now or hereafter existing on said fifty (50) foot strip of land, to cut down and remove brush or apply chemicals for purposes of brush control, and to trim or cut down and remove such trees now or hereafter existing on the premises of the undersigned located outside of said fifty (50) foot strip of land, which by falling might interfere with or endanger said electric line.

The undersigned covenant, s... and agree s... that no structures will be erected or hay stack, grain stack or straw stack, or other inflammable materials placed, or trees planted on said fifty (50) foot strip of land and that the undersigned covenant, s... and agree s... that the surface of the ground under the electric line will not be altered so as to diminish its ground clearance without the written consent of grantee.

Said grantee and its agents shall have the right to enter upon the premises of the undersigned for the purpose of patrolling said electric line and exercising the rights herein acquired, but payment shall be made by it for damage, if any, to crops, fences or livestock caused by its acts.

The said owner, for itself, its successors or assigns, here, executes and administers, does covenant and agree to and with the said grantee, its successors and assigns, that at the time of the sealing and delivery of this easement, it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, excepting and will forever warrant and defend the said easement against all and every person or persons lawfully claiming the whole or any part thereof.

This present deed is binding upon the undersigned and its heirs, assigns, successors, administrators, executors and assigns.

798813

888-50

Dec. 1, 1965

This agreement shall be binding upon and/or inure to the benefit of the successors or assigns of all parties hereto.

* This grant of easement supersedes and takes the place of that certain easement granted to Wisconsin Electric Power Company by Racine County, dated June 10, 1965, and recorded in the office of the Register of Deeds for Racine County on July 19, 1965 in Volume 870 of Records on Pages 473 and 474 as Document No. 791390, and Wisconsin Electric Power Company hereby agrees that all rights of easement created by said grant dated June 10, 1965 are hereby released and discharged, and said easement is no longer of any force and effect.

IN WITNESS WHEREOF, the said RACINE COUNTY, by appropriate action of its Board of Supervisors, has caused these presents to be signed by its County Board Chairman and countersigned by its County Clerk and its corporate seal to be hereunto affixed this 19th day of November, 1965.

In Presence of:

RACINE COUNTY

Madora H. Phillips
Madora H. Phillips

By Willard Savage
Willard Savage
Chairman,
County Board of
Supervisors

COUNTERSIGNED:

Romayne J. Federich
Romayne J. Federich

By James A. Fay
James A. Fay
County Clerk

STATE OF WISCONSIN)
; SS
RACINE COUNTY)

Personally came before me, this 19th day of November, 1965,
Willard Savage, Chairman, County Board of
Supervisors, and James A. Fay, County Clerk, of the
above named municipal body corporate, RACINE COUNTY, known to me to be the persons
who executed the foregoing instrument and to me known to be such Chairman
and County Clerk of said municipal body corporate, and acknowledged that they
executed the foregoing instrument as such officers, as the deed of said corporate
authorizing motion
body, by its authority, and pursuant to ~~Resolution No. 1000~~ adopted by its Board
of Supervisors on November 17, 1965.

Beverly Hopp
Beverly Hopp
Notary Public, Racine County, Wis.
My commission expires April 9, 1967

APPROVED:

INITIALS	DATE
<u>[Signature]</u>	<u>[Date]</u>

WEL 588 ME 51

Tract No. 49

Doc. No. 798813

VOL 888 PAGE 52

RACINE COUNTY

TO

WISCONSIN ELECTRIC
POWER COMPANY

EASEMENT

Pole line rights over premises in
the NW $\frac{1}{4}$ of Section 24-3-22, Town
of Mt. Pleasant, Racine County,
Wisconsin

Register's Office
Racine County, Wis.

SS.

Received for Record

1st day of

A.D. 1955 at 11:52

o'clock PM and recorded in Volume 888

of Dec on page 52-52

Stanley J. Bialecki
Register of Deeds

2.0

I.D.O. E-- 3627 (Trans.)

Chg. Acct. 37 8765.0

Draft #5528

Return to O. F. KOSKE

Real Estate Dept., 231 W. Michigan St.
MILWAUKEE, WIS. 53201

VOL 1257 PAGE 454

CONVEYANCE OF RIGHTS IN LAND BY PUBLIC UTILITY

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of

One and no/100 ----- Dollars (\$1.00-----)

and other good and valuable consideration
 acknowledged hereby to be in full payment of the rights herein conveyed, ~~and all damages, including the~~
~~relocation or other alteration of certain transmission lines and supporting structures, except as here-~~
 inafter further provided, ----- WISCONSIN ELECTRIC POWER COMPANY -----

----- a ----- public utility
 grantor, does hereby grant unto the State of Wisconsin, grantee, an easement, and the right to cross,
 traverse, or otherwise occupy with a public highway certain lands upon or over which the grantor,
 other than through the occupancy of a public highway or street, holds prior rights by virtue of ~~the~~
 easement, ~~since said lands are the basis for this grant.~~

The said lands are situate within the -----
 Town ----- Mt. Pleasant
 City ----- of Racine

----- Racine ----- County, Wisconsin, and are shown on the map filed by the grantor with the
 County Highway Committee and the County Clerk of said County, as required by Section 84.09(1),
 Wisconsin Statutes, and are described as follows: to-wit: bearing revision date of September 1,
 1974, showing the plat of right of way required for Project I.D. 2390-1-21 filed by the
 grantee with the County Highway Committee and County Clerk of said County, as required
 by Section 84.09(1) Wisconsin Statutes and are described as follows, to-wit: In the
 Southwest one-quarter (SW 1/4) of Section Thirteen (13), Township Three (3) North, Range
 Twenty-two (22) East, in the Town of Mt. Pleasant, and in the Northwest one-quarter (NW 1/4)
 of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East in the
 City of Racine and Town of Mt. Pleasant, all in Racine County, Wisconsin, that part of those
 certain easements dated October 8, 1969; December 30, 1969, December 12, 1969, December 5,
 1969; November 17, 1965, June 10, 1965, November 19, 1965, July 20, 1972, September 15,
 1972, July 19, 1962 and recorded in the Office of the Register of Deeds for Racine County
 on December 17, 1969 in Vol. 1039 of Records on Pages 296 to 298 inc., as Doc. No. 862775;
 on Jan. 26, 1970 in Vol. 1042 of Records on Page 308 as Doc. No. 864025; on Jan. 26, 1970
 in Vol. 1042 of Records on Pages 311 and 312 as Doc. No. 864027; on Jan. 26, 1970 in
 Vol. 1042 of Records on Pages 313 and 314 as Doc. No. 864028; on Dec. 1, 1965 in Vol. 888
 of Records on Pages 41 to 46 inc. as Doc. No. 798811; on July 19, 1965 in Vol. 870 of
 Records on Pages 473 and 474 as Doc. No. 791390; on Dec. 1, 1965 in Vol. 888 of Records
 on Pages 50 to 52 inc. as Doc. No. 798813; on Sept. 14, 1972 in Vol. 1150 of Records on
 Pages 63 and 64 as Doc. No. 908210; on November 29, 1972 in Vol. 1159 of Records on
 Pages 454 and 455 as Doc. No. 912356; and on July 26, 1962 in Vol. 748 of Records on
 Pages 268 to 270 inc. as Doc. No. 738973; lying within the right of way acquired or to
 be acquired for S.T.H. "31" under Project I.D. 2390-1-21.

This grant is made for the purposes of constructing, operating, and maintaining a public highway
 and appurtenant facilities on, over, under, or across the said lands.

The grantor reserves to itself the right to cross, traverse, or otherwise occupy these lands with
 the present and future overhead or underground transmission lines and appurtenant facilities and sup-
 porting structures in a manner not inconsistent with the purposes of this grant, and in a manner as will
 not interfere with normal highway maintenance and operation, provided, however, that the costs of any
 relocation or alteration of the said transmission lines, appurtenant facilities, or supporting structures
 when required by the grantee to accommodate expanded or additional highway facilities on or across
 the said lands, will be paid by the grantee, and provided further that the costs of such relocation or alter-
 ation, or of the installation of new or additional facilities when done at the instance of and for the pur-
 poses of the grantor, will be defrayed by the grantors.

Project 2390-1-40-----

Parcel No. 38-----

THIS INSTRUMENT WAS GRANTED BY KENNETH J. TESKE
 ON BEHALF OF WISCONSIN ELECTRIC POWER COMPANY

953396

1257-454

March 27, 1975

This grant shall be binding on the grantor, grantee, and their successors or assigns.

WITNESS the hand and seal of the grantor this 17th day of January, 1975.

In Presence of

Dorothy Rossmann

Dorothy Rossmann

Cynthia Shurla

Cynthia Shurla

WISCONSIN ELECTRIC POWER COMPANY

By Sol Burstein
(Title) Executive Vice President

By H. L. Warhanek
(Title) Secretary

State of Wisconsin

Milwaukee County } SS.

On this 17th day of January, A.D. 1975, before me, the undersigned, personally appeared Sol Burstein

and H. L. Warhanek

to me personally known, who being by me duly sworn, did say that they are respectively Executive Vice President and Secretary of WISCONSIN ELECTRIC POWER COMPANY

a Wisconsin Corporation; that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors;

and said Sol Burstein and H. L. Warhanek severally acknowledged said instrument to be the free act and deed of said Corporation.

My commission expires Nov. 9, 1975.

Thomas R. Hamilton
Thomas R. Hamilton Notary Public

Waukesha County

353398

To

STATE OF WISCONSIN

Conveyance of Rights
in Land by Public Utility

Register of Deeds Office
Racine County, Wis. } SS.

Received for record 25th - March

A.D., 1975, at 8:23 o'clock

A.M., and recorded in Vol. 1252

of Records on Page 454, 455

3.00 Land Public Utility

Register of Deeds

Wis DEPT. TRANS.

P.O. Box 649

Waukesha, Wisc. 53186

29 Ref
824139
949-70
June 28, 1967

This Indenture, Made this 27th day of June, A. D., 1967, between RACINE COUNTY, a quasi municipal Corporation, a ~~Corporation~~ duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Racine, Wisconsin, party of the first part, and the CITY OF RACINE, a Wisconsin municipal Corporation, party of the second part.

Witnesseth That the said party of the first part, for and in consideration of the sum of EIGHTY THOUSAND and no/100 (\$80,000.00) Dollars,

to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate, situated in the County of Racine and State of Wisconsin, to-wit:

That part of the Northeast 1/4 and the Northwest 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 the center of said Section 24; run thence South 87° 08' 06" East 426.53 feet on the East-West 1/4 line of said Section; thence North 0° 19' 53" East 45.05 feet to the point of beginning of this description; continue thence North 0° 19' 53" East 692.24 feet to the Southerly line of the Chicago, Milwaukee and St. Paul Railroad Right of Way; thence South 83° 31' 37" West 1996.41 feet on said Southerly Right of Way line to the centerline of the Green Bay Road; thence South 21° 20' 39" West 297.41 feet on said centerline; thence South 89° 40' 07" East 1500.68 feet; thence South 0° 19' 53" West 151.89 feet; thence South 87° 08' 06" East 588.86 feet to the point of beginning of this description. Containing 20.591 acres.

Subject to the following conditions:

- (a) That there be retained by Racine County an Easement covering the spur track from the Milwaukee Road to the Institution buildings. (CONTINUED ON REVERSE SIDE)

Together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors and assigns FOREVER.

And the said RACINE COUNTY, a quasi municipal Corporation, party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the sealing and delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever,

and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT AND DEFEND.

In Witness Whereof, the said RACINE COUNTY, a quasi municipal Corporation, party of the first part, has caused these presents to be signed by Gilbert Barthelsen, Chairman of County Board, and countersigned by James A. Fay, its County Clerk, at Racine, Wisconsin, and its corporate seal to be hereunto affixed, this 27th day of June, A. D., 1967.

SIGNED AND SEALED IN PRESENCE OF

Edward A. Krenzke
Edvard A. Krenzke

Warren E. Hansen
Warren E. Hansen

RACINE COUNTY
By: Gilbert Barthelsen, Chairman of County Board
James A. Fay, County Clerk

State of Wisconsin,

RACINE

County.

ss.

THIS INSTRUMENT WAS DRAFTED BY
Louis J. Roshar
Racine, Wisconsin

Personally came before me, this 27th day of June, A.D. 1967,
Gilbert Berthelsen, Chairman of County Board and James A. Fay, County Clerk,
quasi municipal Corporation, known to be the persons who executed the foregoing instrument, and to me
known to be such Chairman and County Clerk of said quasi municipal Corporation
instrument as such officers as the deed of said Corporation, by its authority.
quasi municipal

Edward A. Krenke
Edward A. Krenke
Notary Public, Racine, Wisconsin
My commission expires in December 1968

CONTINUED:

- (b) That there be a deed restriction prohibiting the grantees, City of Racine, from using said premises for incinerator purposes.
- (c) Any necessary re-routing of the City water line to the Institutions will be done at City expense and without disruption of a water supply to the Institutions.

No. 521139

RACINE COUNTY, a quasi
municipal Corporation,

to

CITY OF RACINE, a
Wisconsin municipal
Corporation,

Premises

Warranty Deed

This instrument should be recorded to protect the interest of the grantee in the premises hereinafter described.

REGISTER'S OFFICE,

State of Wisconsin,
Racine

County.

Received for Record this 27th day of

June, A.D. 1967.

at 13 o'clock P.M., and recorded in

Vol. 9217 of Deeds on July 19, 1967.

Stanley J. Bielke
Register of Deeds.

Deputy.

Return to
Louis J. Roshar
Box - 100

FOR AND IN CONSIDERATION of the sum of One and no/100 Dollars (\$1.00) to it paid, the receipt whereof is hereby acknowledged, the undersigned Grantor, City of Racine, does hereby give, grant and convey unto

WISCONSIN NATURAL GAS COMPANY

Dec. Aug. 20, 1969
a corporation, Grantee, its successors and assigns, subject to the limitations and reservations herein stated, the right, permission and authority to lay, install, construct, maintain, operate, alter, replace, repair and remove a pipeline or pipelines with valves, tie-overs and other appurtenant facilities, all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof or any liquids, gases or substances which can be transported through a pipeline; over, under, across, and upon the hereinafter described strip of land Six (6) feet in width being a part of the premises of the undersigned in the Northwest One-Quarter (NW 1/4), Southeast One-Quarter (SE 1/4), and Southwest One-Quarter (SW 1/4) of Section numbered Twenty-Four (24), Township numbered Three (3), North, Range numbered Twenty-Two (22) East, Town of Mt. Pleasant, Racine County, Wisconsin, the Southerly line of said strip of land being described as follows:

Commencing at the center of said Section 24 and running thence South 87° 08' 06" East, along the East-West One-Quarter line, 426.53 feet; thence South 36° 45' 59" East 58.43 feet to the point of beginning, said point being the Westerly most corner of property owned by Haban Manufacturing Co. as described and recorded in the Office of the Register of Deeds for Racine County in Volume 1001 on Page 499; run thence North 87° 08' 06" West 264.54 feet to a point of curve; thence along the arc of a curve to the right (chord bearing North 75° 43' 46-1/2" West, 488.32 feet) 491.56 feet; thence North 64° 19' 27" West 27.76 feet to a point of curve; thence along the arc of a curve to the left (chord bearing North 76° 59' 47" West, 585.15 feet) 589.95 feet; thence North 89° 40' 07" West 607.31 feet to a point of curve; thence along the arc of a curve to the right (chord bearing North 79° 09' 44" West, 139.88 feet) 140.67 feet to a point in the Easterly right of way line of State Trunk Highway #31, a/k/a Green Bay Road, said point being the point of termination of the line herein described.

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

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

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein

858013

858013

1028-73

August 22, 1969

1028-73

Aug. 22, 1969

Ho-86

granted, including but not limited to, the right to remove and to clear all rocks, trees, brush, limbs, fences and other obstructions, which might interfere with the rights herein contained, and the free and full right of ingress and egress over and across said lands and other adjacent lands of the Grantor to and from said strip of land.

" Any pipe shall be buried to such depth that it will not interfere with necessary street improvements of said land.

" Grantee covenants and agrees to defray the cost in the event relocation becomes necessary for municipal purposes.

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

" Grantee, by the acceptance hereof, shall be liable for physical damage which it causes by laying, installing, constructing, maintaining, operating, altering, replacing, repairing or removing said pipeline or pipelines, to growing crops, livestock, and fences on Grantor's land. Grantor shall be held harmless for any loss resulting directly or indirectly from Grantee's exercise of the rights granted by this easement.

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

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

IN WITNESS WHEREOF, the said City of Racine has caused these presents to be signed by its Mayor and countersigned by its City Clerk, and its corporate seal hereunto affixed this 20th day of August, 1969.

In Presence of:

Lena A. Phillips
Dorothy V. Hyatt

CITY OF RACINE

BY

Kenneth L. Huck, Mayor

COUNTERSIGNED:

BY

George H. Benson, City Clerk

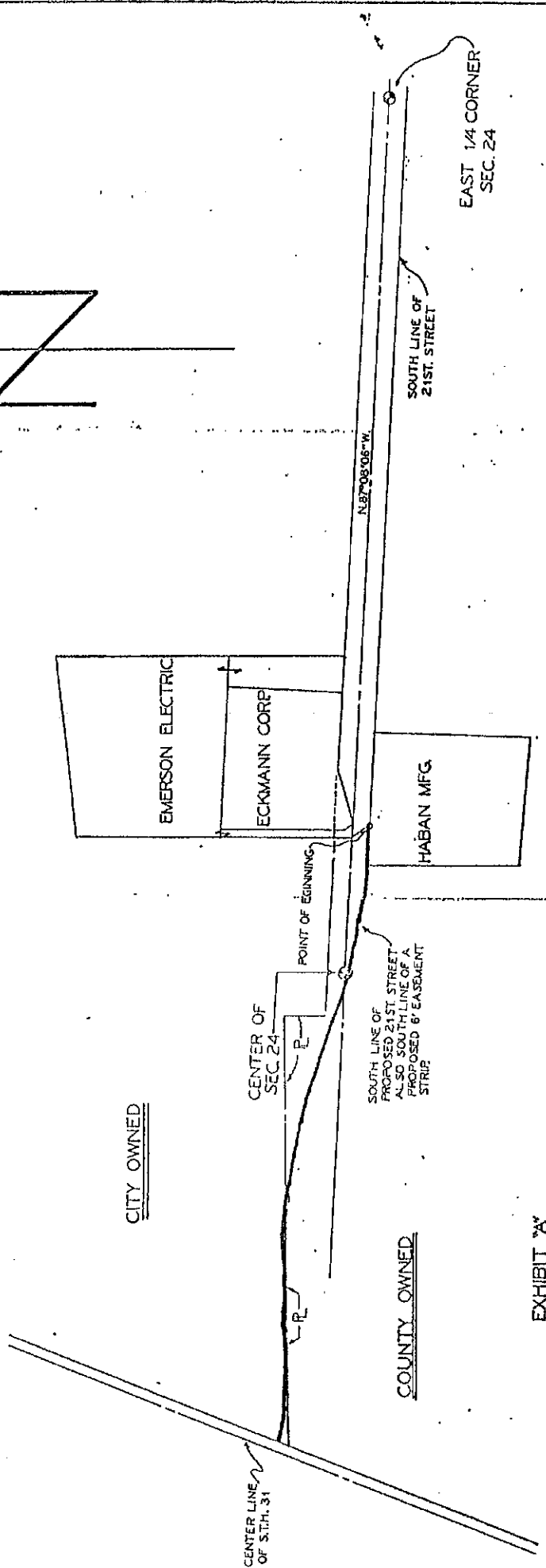


EXHIBIT "A"

VOL 1028 PAGE 77

SHEET 1 OF 1

W. O. _____ P. R. _____

PROPERTY LINE

[illegible]

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) to it paid, the receipt whereof is hereby acknowledged, the CITY OF RACINE, a municipal corporation, duly organized and existing under, and by virtue of the laws of the State of Wisconsin, does hereby give and grant to

WISCONSIN ELECTRIC POWER COMPANY

its successors and assigns, the right, permission and authority to construct, install, operate, maintain and replace a line of poles, together with the necessary crossarms and transformers, anchors, guy wires and other appliances necessary and usual in the conduct of its business, and to string, operate, maintain and replace wires thereon, and to install, operate, maintain and replace conduit and cables underground, together with riser equipment, pedestals, terminals, markers and other appurtenant equipment, and also to construct, install, operate, maintain and replace a pad-mounted transformer enclosure, together with concrete slab, transformer and other necessary and usual appurtenant equipment, all for the purpose of transmitting electrical energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, upon, over, across, within and beneath the northerly twelve (12) feet its premises, lying south of and adjacent to the south line of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad, easterly of the east line of Green Bay Road, in the Northeast one-quarter (NE $\frac{1}{4}$) and the Northwest one-quarter (NW $\frac{1}{4}$) of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East, City of Racine, Racine County, Wisconsin; said premises being more particularly described in that certain Warranty Deed recorded in the office of the Register of Deeds for Racine County in Volume 949 of Deeds on Page 70 as Document No. 824139.

The right, permission and authority is also granted said company to trim and keep trimmed all trees now or hereafter existing along the line so that they will clear wires strung not less than thirteen (13) feet above the presently existing ground level, by as much as five (5) feet, and so that the trees will not be liable to interfere with the transmission of electricity over said line; also, the right to cut down certain trees where it is found impractical to maintain clearance by trimming, or where said trees interfere with the installation or maintenance of underground facilities or represent a hazard to such facilities.

862775

1039-296

Dec. 17, 1969

Permission is also granted said company to enter upon said premises for the purpose of exercising the rights herein acquired.

IN WITNESS WHEREOF, the said CITY OF RACINE, has caused these presents to be signed by its _____ Mayor and countersigned by its _____ City Clerk and its corporate seal to be hereunto affixed this 8th day of October, 1969.

In Presence of:

Dorothea V. Hyatt
Dorothea V. Hyatt

CITY OF RACINE

By Kenneth L. Huck
Kenneth L. Huck Mayor

COUNTERSIGNED:

Anthony J. Schlaffer
Anthony J. Schlaffer

By George H. Benson
George H. Benson City Clerk

STATE OF WISCONSIN)
: SS
RACINE COUNTY)

Personally came before me this 8th day of October, 1969, Kenneth L. Huck Mayor, and George H. Benson City Clerk, of the above named municipal corporation, CITY OF RACINE, to me known to be the persons who executed the foregoing instrument and to me known to be such _____ Mayor and _____ City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority, and pursuant to Resolution File No. 55 adopted by its Common Council on October 8, 1969.

Dorothea V. Hyatt
Dorothea V. Hyatt
Notary Public, Racine Co., Wis.

My commission expires February 25, 1973.

I.D.O. 442-Racine
W.O. 51-5013

1039 REC 297

-2-

THIS INSTRUMENT WAS DRAFTED BY WALTER C. PERSINGER
ON BEHALF OF WISCONSIN ELECTRIC POWER COMPANY

Doc. No. 862775

V. 1039 P. 298

CITY OF RACINE

TO
WISCONSIN ELECTRIC
POWER COMPANY

EASEMENT

Pole line rights over and under-
ground rights in and under premises
in the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of Section
24-3-22, City of Racine, Racine
County, Wisconsin.

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

Received for Record 17th day of
December A.D. 1929 at 2:18
o'clock P. M. and recorded in Volume 1039
of Racine on page 298-299

Stanley F. Bialicki
3.00 8 Register of Deeds

I.D.O. -- 142-Racine
Chg. Acct. 10 51-5013



Return to O. F. KOSKE
Real Estate Dept., 231 W. Michigan St.
MILWAUKEE, WIS. 53201

WARRANTY DEED

THIS INDENTURE, made this 13th day of January, A.D., 1971 between the CITY OF RACINE, a Municipal corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Racine, Wisconsin, party of the first part, and RACINE TELECABLE CORPORATION, a Wisconsin corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Racine, Wisconsin, party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of THIRTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND 40/100 (\$36,875.40) DOLLARS to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate, situated in the County of Racine and the State of Wisconsin, to-wit:

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

Fee Exempt 77.25

Commence at the center of said Section 24; run thence North 87°08'06" West 162.33 feet; thence North 0°19'53" East 196.94 feet; thence North 89°40'07" West 490.68 feet; thence North 0°19'53" East 72.90 feet to the point of beginning of this description; continue thence North 0°19'53" East 123.10 feet thence North 6°28'23" West 171.58 feet to the Southerly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way; thence South 83°31'37" West on said Southerly right-of-way line 816.89 feet to a point which is 70 feet Easterly of the center line of Green Bay Road (measured at right angles); thence South 21°20'39" West parallel to said center line, 159.69 feet to the beginning of a curve, the radius of which bears South 68°39'21" East 20.00 feet; thence along the arc of said curve 35.61 feet, the chord of which bears South 29°40'08" East 31.09 feet to its point of tangency with a curve, the radius of which bears North 9°19'05"

#2

878509

1077-192

Feb. 9, 1971

East 293.57 feet; thence along the arc of said curve 46.05 feet, the chord of which bears South 85°10'31" East 46.00 feet, to a point which is 90 feet Northerly of the Southerly line of the City owned land (measured at right angles); thence South 89°40'07" East parallel to said Southerly line of City owned land 607.31 feet to the beginning of a curve, the radius of which bears South 0°19'53" West 1423.70 feet; thence along the arc of said curve 220.89 feet, the chord of which bears South 85°13'26" East 220.67 feet, to the point of beginning containing 4.497 acres of land.

Subject to the following easements:

- (1) Easement for the present railroad spur tracks crossing the northeasterly corner of the premises above described;
- (2) Easement for an electric power line along the north-erly portion of the premises above described;
- (3) Easement across the southwest corner of the premises above described for the present drive to the Racine County Institutions.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors and assigns FOREVER.

AND the said CITY OF RACINE, party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents it is well

W. 1077 PAGE 193

seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT AND DEFEND.

IN WITNESS WHEREOF, the said CITY OF RACINE, party of the first part, has caused these presents to be signed by KENNETH L. HUCK, Mayor, and countersigned by ALBERT A. REID, City Clerk, at Racine, Wisconsin, and its corporate seal to be hereunto affixed, this 13th day of January, A.D., 1971.

CITY OF RACINE

In Presence of:

Catherine G. Hilker
Catherine G. Hilker
Jeannine M. Woods
Jeannine M. Woods

By Kenneth L. Huck
Mayor
Kenneth L. Huck
Countersigned:

Albert A. Reid
City Clerk
Albert A. Reid

This instrument was drafted by
Louis J. Roshar, Asst. City Att'y.

STATE OF WISCONSIN)
COUNTY OF RACINE)

Personally came before me this 13th day of January, A.D., 1971, KENNETH L. HUCK, Mayor, and ALBERT A. REID, City Clerk, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said City of Racine, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Racine, by its authority.



Helen L. Zeratsky
Helen L. Zeratsky
Notary Public, Racine County, Wis.
My Commission expires Sept 2, 1973

Register's Office } SS. 878509
Racine County, Wis. }
Received for Record 9th day of
February A.D. 1971 at 4:04
o'clock P. M. and recorded in Volume 1077
of Records on page 192-195

Stanley F. Biallecki
Register of Deeds

5.00

887037

1099-142

Aug. 9, 1971

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

Received for Record 9 day 13
August A.D. 1971 at 1:07
o'clock P.M. and recorded in Volume 1099
of Records on page 142-147

VOL 1099 PAGE 142

887037

WARRANTY DEED

Stanley J. Bialecki, Jr.
Register of Deeds

THIS INDENTURE, made this 13th day of January, A.D., 1971, between the CITY OF RACINE, a Municipal corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Racine, Wisconsin, party of the first part, and RACINE TELECABLE CORPORATION, a Wisconsin corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Racine, Wisconsin, party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of THIRTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND 40/100 (\$36,875.40) DOLLARS to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate, situated in the County of Racine and the State of Wisconsin, to-wit:

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

Commence at the center of said Section 24; run thence North 87°08'06" West 162.33 feet; thence North 0°19'53" East 196.94 feet; thence North 89°40'07" West 490.68 feet; thence North 0°19'53" East 72.90 feet to the point of beginning of this description; continue thence North 0°19'53" East 123.10 feet thence North 6°28'23" West 171.58 feet to the Southerly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way; thence South 83°31'37" West on said Southerly right-of-way line 816.89 feet to a point which is 70 feet Easterly of the center line of Green Bay Road (measured at right angles); thence South 21°20'39" West parallel to said center line, 159.69 feet to the beginning of a curve, the radius of which bears South 68°39'21" East 20.00 feet; thence along the arc of said curve 35.61 feet, the chord of which bears South

Fee Exempt 77.25 #13

29°40'08" East 31.09 feet to its point of tangency with a curve, the radius of which bears North 9°19'05" East 293.57 feet; thence along the arc of said curve 46.05 feet, the chord of which bears South 85°10'31" East 46.00 feet, to a point which is 90 feet Northerly of the Southerly line of the City owned land (measured at right angles); thence South 89°40'07" East parallel to said Southerly line of City owned land 607.31 feet to the beginning of a curve, the radius of which bears South 0°19'53" West 1423.70 feet; thence along the arc of said curve 220.89 feet; the chord of which bears South 85°13'26" East 220.67 feet, to the point of beginning containing 4.497 acres of land. (As shown on Exhibit "A" attached hereto.)

TOGETHER with a temporary easement to provide access to Green Bay Road until either 21st Street is opened or Green Bay Road is widened, which easement shall be over the land described as follows:

A part of the Northwest 1/4 of Section 24, Township 3 North, Range 23 East, in the City of Racine, Racine County, State of Wisconsin; being a 70 foot wide strip of land between the West line of TeleCable property and the center line of Green Bay Road, bounded on the North by the South line of C. M. St. P. & P. Railroad right-of-way and on the South by the South line of TeleCable property extended to the center line of the Green Bay Road.

Subject to the following easements:

- (1) An easement to the City of Racine for the present spur tracks crossing the northeasterly corner of the premises being conveyed hereby, which easement is described in and shown by Exhibit "B" attached hereto.
- (2) An easement for an electric power line along the northerly portion of the premises conveyed hereby.
- (3) An easement across the southwest corner of the premises conveyed hereby for the present drive to the Racine County Institutions.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors and assigns FOREVER.

AND the said CITY OF RACINE, party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT AND DEFEND.

IN WITNESS WHEREOF, the said CITY OF RACINE, party of the first part, has caused these presents to be signed by KENNETH L. HUCK, Mayor, and countersigned by ALBERT A. REID, City Clerk, at Racine, Wisconsin, and its corporate seal to be hereunto affixed, this 13th day of January, A.D., 1971.

CITY OF RACINE

In Presence of:

Catherine G. Hilker
Catherine G. Hilker

Grace P. DeMint
Grace P. DeMint

By

Kenneth L. Huck
Kenneth L. Huck, Mayor

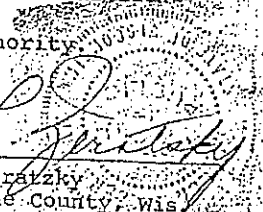
Countersigned:

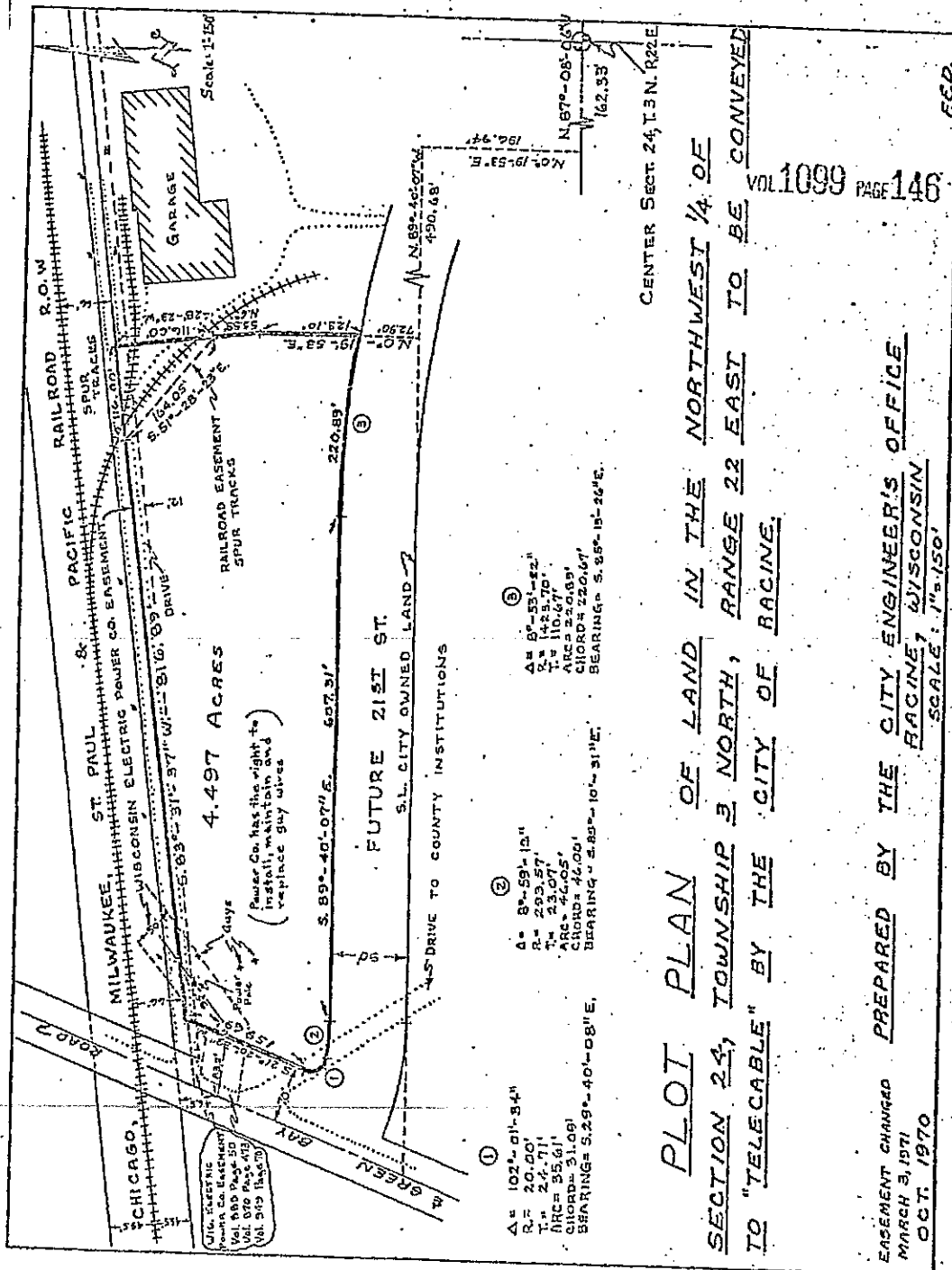
Albert A. Reid
Albert A. Reid, City Clerk

This instrument was drafted by
Jack Harvey, City Attorney

STATE OF WISCONSIN)
COUNTY OF RACINE)

Personally came before me this 13th day of January,
A.D., 1971, KENNETH L. HUCK, Mayor, and ALBERT A. REID, City Clerk, to
me known to be the persons who executed the foregoing instrument, and
to me known to be such Mayor and City Clerk of said City of Racine,
and acknowledged that they executed the foregoing instrument as such
officers as the deed of said City of Racine, by its authority.


Helen L. Zeratzky
Notary Public, Racine County, Wis.
My Commission Expires September 2, 1973



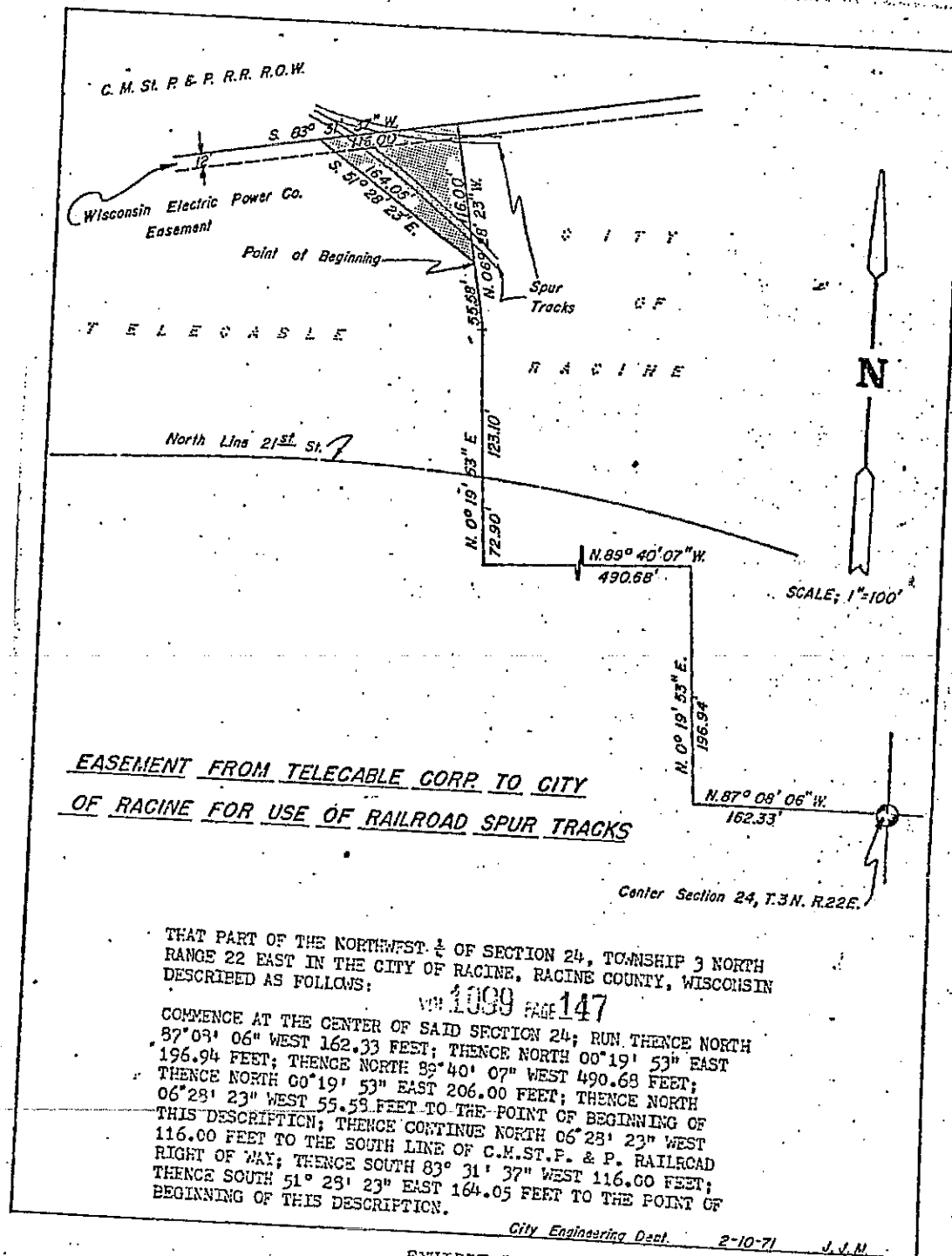


EXHIBIT "B"

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

WISCONSIN ELECTRIC POWER COMPANY,

grantee, its successors and assigns, the right, permission and authority to construct, install, operate, maintain and replace conduit and cables underground for the purpose of transmitting electrical energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, upon, in and under the westerly ten (10) feet of its premises in the Northwest One-quarter (NW $\frac{1}{4}$) of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East, City of Racine, Racine County, Wisconsin; said premises being more particularly described as: Commencing at the center of said Section Twenty-four (24); thence North eighty-seven degrees, eight minutes, six seconds (87°08'06") West one hundred sixty-two and thirty-three one-hundredths (162.33) feet; thence North zero degrees, nineteen minutes, fifty-three seconds (0°19'53") East one hundred ninety-six and ninety-four one-hundredths (196.94) feet; thence North eighty-nine degrees, forty minutes, seven seconds (89°40'7") West four hundred ninety and sixty-eight one-hundredths (490.68) feet; thence North zero degrees, nineteen minutes, fifty-three seconds (0°19'53") East seventy-two and ninety one-hundredths (72.90) feet to the point of beginning; thence North zero degrees, nineteen minutes, fifty-three seconds (0°19'53") East one hundred twenty-three and ten one-hundredths (123.10) feet; thence North six degrees, twenty-eight minutes, twenty-three seconds (6°28'23") West one hundred seventy-one and fifty-eight one-hundredths (171.58) feet to the southerly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way; thence South eighty-three degrees, thirty-one minutes, thirty-seven seconds (83°31'37") West on said right-of-way eight hundred sixteen and eighty-nine one-hundredths (816.89) feet to a point which is seventy (70.0) feet easterly of the centerline of Green Bay Road; thence South twenty-one degrees, twenty minutes, thirty-nine seconds (21°20'39") West parallel to said centerline one hundred fifty-nine and sixty-nine one-hundredths (159.69) feet to the beginning of a curve, the radius of which bears South sixty-eight degrees, thirty-nine minutes, twenty-one seconds (68°39'21") East twenty (20.0) feet; thence along the arc of said curve thirty-five and sixty-one one-hundredths (35.61) feet, the chord of which bears South twenty-nine degrees, forty minutes, eight seconds (29°40'08") East thirty-one and nine one-hundredths (31.09) feet to its point of tangency with a curve, the radius of which bears North nine degrees, nineteen minutes, five seconds (9°19'05") East two hundred ninety-three and fifty-seven one-hundredths (293.57) feet; thence along the arc of said curve forty-

VEN 1254 PAGE 475

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1254-475

Feb. 24, 1975

six and five one-hundredths (46.05) feet, the chord of which bears South eighty-five degrees, ten minutes, thirty-one seconds (85° 10' 31") East forty-six (46.0) feet to a point which is ninety (90.0) feet northerly of the southerly line of the City-owned land; thence South eighty-nine degrees, forty minutes, seven seconds (89° 40' 07") East six hundred seven and thirty-one one-hundredths (607.31) feet to the beginning of a curve, the radius of which bears South zero degrees, nineteen minutes, fifty-three seconds (0° 19' 53") West one thousand four hundred twenty-three and seventy one-hundredths (1423.70) feet; thence along the arc of said curve two hundred twenty and eighty-nine one-hundredths (220.89) feet, the chord of which bears South eighty-five degrees, thirteen minutes, twenty-six seconds (85° 13' 26") East two hundred twenty and sixty-seven one-hundredths (220.67) feet to the point of beginning; containing 4.497 Acres.

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

IN WITNESS WHEREOF, the said RACINE TELECABLE CORPORATION has caused these presents to be executed on its behalf by its Vice President and attested to by its Asst. Secretary, and its corporate seal hereunto affixed this 4th day of February, 1975.

In Presence of:

RACINE TELECABLE CORPORATION

Gloria Rosal
Gloria Rosal

By Richard D. Roberts
Richard D. Roberts

ATTEST:

Deborah A. Howell
Deborah A. Howell

By C. R. Field
C. R. Field Assistant Secretary.

VIRGINIA
STATE OF WISCONSIN)
City) SS:
Dorchester) COUNTY)

Personally came before me this 4th day of February, 1975,
Richard D. Roberts, Vice President, and
C. R. Field, Asst. Secretary, of the above named Wisconsin
corporation, to me known to be the persons who executed the foregoing instrument and to

me known to be such Vice President and Assistant Secretary of said
 Wisconsin corporation, and acknowledged that they executed the foregoing
instrument as such officers, as the deed of said Wisconsin corporation,
by its authority.

I.D.O. R-665
WO 420-01-4049
204 12-19-74

Notary Public, Jane Pruitt State of W.
 Jane Pruitt County, W.
My commission expires February 20, 1978



This Instrument Was Drafted By
 Robert C. Just
On Behalf of Wisconsin Electric Power Company

952181

Register's
Filing
24th
May 10 1974
1254
475-477

W. J. Sialecki
Register of Deeds

4.00

VEL 1254 PAGE 477

CONVEYANCE OF RIGHTS IN LAND BY PUBLIC UTILITY

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other good and valuable consideration, acknowledged hereby to be in full payment of the rights herein conveyed, WISCONSIN ELECTRIC POWER COMPANY, a public utility, grantor, does hereby grant unto the State of Wisconsin, grantee, an easement, and the right to cross, traverse, or otherwise occupy with a public highway certain lands upon or over which the grantor, other than through the occupancy of a public highway or street, holds prior rights by virtue of title, which is the basis for this grant.

That part of the Northwest one-quarter (NW 1/4) of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East, in the City of Racine, Racine County, Wisconsin, bounded and described in Volume 206 of Racine County Records on Page 122, lying westerly of a line which is sixty (60) feet easterly of, as measured normal to and parallel with the following described reference line of S.T.H. "31":

Said reference line begins at a point in the south line of the Southwest one-quarter (SW 1/4) of said Section Twenty-four (24), which point is a distance of three hundred ten and fifty-four hundredths (310.54) feet South eighty-nine degrees two minutes four seconds East (S.89°02'04"E.) of the southwest corner of said Southwest one-quarter (SW 1/4) of said Section Twenty-four (24); thence North eleven degrees thirty minutes forty-nine seconds East (N.11°30'49"E.) a distance of nine hundred eighty-nine and ninety-four hundredths (989.94) feet to a point; thence North eleven degrees forty-nine minutes fifty-seven seconds East (N.11°49'57"E.) a distance of six hundred seven and sixty-two hundredths (607.62) feet to a point of curve; thence northeasterly along the arc of a no degree twenty-one minute (0°21') curve to the right [whose radius is sixteen thousand three hundred seventy and twenty-two hundredths (16,370.22) feet and whose long chord bears North fifteen degrees forty-five minutes thirty-six seconds East (N.15°45'36"E.) two thousand two hundred forty-two and fifty-two hundredths (2242.52) feet] a distance of two thousand two hundred forty-four and twenty-seven hundredths (2244.27) feet to a point of tangency, said point also being South eighty-nine degrees nine minutes forty-five seconds East (S.89°09'45"E.) a distance of nine hundred thirty-eight and sixty-three hundredths (938.63) feet, North eleven degrees forty-nine minutes fifty-seven seconds East (N.11°49'57"E.) a distance of twenty-seven and fifty hundredths (27.50) feet, North nineteen degrees forty-one minutes fifteen seconds East (N.19°41'15"E.) a distance of one thousand one hundred twenty-three and ninety hundredths (1123.90) feet of the southwest corner of the Northwest one-quarter (NW 1/4) of said Section Twenty-four (24) as measured along and from the south line of said Northwest one-quarter (NW 1/4) section. This parcel contains ten one-hundredths (0.10) acres, more or less.

This grant is made for the purpose of constructing, operating and maintaining a public highway and appurtenant facilities on, over, under or across the said lands.

Also, a Limited Highway Easement for the right to construct, cut or fill slopes, including for such purpose the right to operate necessary equipment thereon and the right of ingress and egress as long as required for such public purpose. Also including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities deem desirable to prevent erosion of the soil, but without prejudice to the owner's right to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities within the right of way. The area of the said easement being defined as follows: a strip of land ten (10) feet in width, lying easterly of and adjacent to the above-described highway easement.

The Limited Highway 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.

952703

1256-25

March 7, 1975

Licensee's Copy

#2677
Revised 11/15/75
8-1000

PIPE LINE AGREEMENT

THIS AGREEMENT, made and entered into this the 22nd day of SEPTEMBER, 1978, by and between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, hereinafter referred to as the "Railroad", and

STANLEY E. G. HILLMAN as Trustee of the Property of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, hereinafter referred to as the "Railroad", and

CITY OF RACINE, WISCONSIN

Licensee, said term and all language herein referring thereto shall be interpreted in the plural and refers jointly and severally to such licensees).

WITNESSETH

That WHEREAS, the Licensee desires the right to install, maintain and operate a certain pipe upon, along and under the Railroad's premises at or near Racine (Gottliffe) Racine County Wisconsin to be used for the purpose hereinafter set forth.

NOW, THEREFORE, the parties mutually agree as follows:

1. The Railroad, for and in consideration of the payments and covenants hereinafter mentioned to be made, kept and performed by the Licensee, does hereby license and permit said Licensee to construct, install, and thereafter during the term hereof to maintain and operate under, along and across the Railroad's property in the manner and subject to the terms and conditions herein provided, a certain pipe to be used only for the purpose of a storm sewer shown by the yellow line between points lettered "A-B" in the location or locations upon the map attached hereto, marked "Exhibit X", dated November 2, 1977 and made a part hereof. The boundaries of the railroad right of way are located as shown by the heavy dash and two dot lines.
2. The said pipe shall be of concrete and have a diameter of not to exceed 18 inches. At all points where said pipe passes beneath the roadbed or tracks the same shall be installed and maintained at such depth that the top of said pipe, or any casing which may contain it, shall be not less than feet, measured vertically, below the base of the rails of any such track.

The specifications for materials and construction procedures shall be as outlined on said Exhibit "X" and shall be in accordance with the standard specifications for pipelines marked Exhibit "A" furnished by the Railroad which the Licensee acknowledges having received.

3. The word "pipe" wherever used herein, not otherwise herein modified, shall be construed to mean all of the pipes above described and the casings and other coverings and all appurtenances thereof.
4. This agreement shall be effective from and after the date hereof and shall continue in full force and effect until terminated in some one of the ways hereinafter provided.
5. The Licensee shall pay all assessments or taxes which may be assessed or levied against or on account of said pipe, or the use thereof and shall indemnify and save harmless the Railroad and the Railroad's property from and against any and all liens or claims on account of any such assessments or taxes.

The Licensee shall pay to the Railroad, upon execution of this agreement, the sum of Fifty Dollars (\$50.00) to cover the cost of preparation thereof and the sum of One Hundred Thirty Dollars (\$130.00) for the privilege and license hereby granted.

1038452

1471-515

Oct. 3, 1978

1471 PAGE 516

6. The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, renewal and removal of said pipe, including all cost and expense incurred by the Railroad in connection therewith for all work performed and materials used, and for supervision and inspection. All work of installation, alteration, maintenance and removal of said pipe within the limits of the right of way of the Railroad shall be done by the Licensee under the supervision, and to the satisfaction of, the superintendent of the Railroad, and no work shall be done by the Licensee upon the premises of the Railroad without first notifying said superintendent of Licensee's desire so to do, provided that the Railroad may perform any work by it deemed necessary to support any of its tracks while such work is being done and any work necessary to restore the track and roadbed to their former condition, or any other work by it deemed necessary to be done upon its right of way by reason of the installation, alteration, maintenance or removal of said pipe, and the Licensee agrees to repay to the Railroad promptly upon the rendition of bills therefor the cost of all such work so done by it. "Cost" as used in this agreement shall mean all assignable costs, plus 10% on all labor items to cover elements of expense not capable of exact ascertainment, and shall include charges for transportation of men and material at tariff rates and store expense on material.

7. The said pipe, and all parts thereof, whether within or without the limits of the premises of the Railroad, shall be constructed and at all times maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous, and uninterrupted use of the tracks, facilities, property and premises of the Railroad, both as regards operation, maintenance, repairs and renewals, or new construction by the Railroad. Nothing shall be done, or suffered to be done, by the Licensee at any time that will in any manner interfere with or impair the usefulness of any tracks, improvements, or other facilities, now or hereafter maintained upon said railroad premises, or in any way interfere with, obstruct or endanger, railroad operation thereon; and if at any time the Railroad shall be of the opinion that the presence, condition or use of said pipe in any way interferes with the operation of the railroad, or any use which the Railroad desires to make of its property, it may forthwith require the Licensee to remove, alter or repair said pipe, or may remove, alter or repair the same at the cost of the Licensee.

8. Where boring and jacking operations are required on the right of way of the Railroad, the headings from which the boring and jacking operations are performed shall be located not less than 1.25 times the depth in feet from the base of the rail to the bottom of the trench, plus 6.5 feet, from the center line of an operated track, measured at right angles to the center line of the track.

9. The Railroad shall have the right at any and all times to raise or lower its grade, to make such changes in its existing track or tracks, roadbeds, structures and facilities or in the present standards thereof and to construct, maintain and operate such additional roadbeds, tracks, structures and facilities on said right of way and over and across said pipe as from time to time it may elect and may do whatever is necessary to enable it to use said railroad premises for all lawful purposes; and the Licensee agrees, at Licensee's sole cost, and within ten days after written notice from the Railroad so to do, to remove said pipe or make such changes in, additions to or changes in the location thereof, as may in the judgment of the Railroad be necessary to conform to the changes, alterations or new construction by the Railroad. If the Licensee shall fail so to do the Railroad may, if it so elects, in addition to any other remedy which it may have, remove said pipe or make such changes in, additions to or changes in the location thereof as are necessary for said purposes and the Licensee agrees to pay promptly upon rendition of bill the cost thereof. Provided, that the Railroad may in any event at its election do any of such work required to be done upon its right of way without notice and for all such work the Licensee likewise agrees to pay promptly upon rendition of bill the cost thereof. All the terms, conditions and stipulations herein expressed with reference to the construction, maintenance, repair, renewal or removal of said pipe in the location above described shall apply to the same as relocated, changed or modified within the contemplation of this section.

~~10. This license hereby granted is subject to the superior title of the Railroad to its said property and to all other outstanding interests therein, if any, and the Licensee shall not by exercise of this license hereby granted acquire or assert any title or claim of title to the said pipe or to the right of way of the Railroad or its successors, and upon any abandonment of the use hereby authorized, the termination of the license hereby granted shall remain in the Railroad, its successors and assigns, free from all claims or claims of the Licensee.~~

11. As a material consideration to the Railroad for entering into this agreement, and without which the Railroad would not enter into same, the Licensee agrees to, and hereby does, release, indemnify and save harmless the Railroad, its officers, agents and employees, from and against any and all liability, loss, cost, damage, expense, actions and claims for personal injuries, including death, regardless of cause, suffered by any person whomsoever while upon the Railroad's premises in connection with the construction, operation, maintenance, repair, renewal or removal of said pipe, or for personal injuries, including death, suffered by any person whomsoever or for or arising out of damage to or destruction of property of any party whomsoever, including the parties hereto, in any manner arising out of or caused or contributed to by the existence, presence, construction, maintenance, condition, operation, repair, renewal, use or removal of said pipe.

12. This license may be terminated by the Railroad forthwith for any breach of any of the covenants or agreements herein contained to be performed by the Licensee, and this right is in addition to any other rights at law or in equity arising by reason of such breach. Failure to terminate for any such breach shall not constitute a waiver of any future breach. The rights of the Licensee shall also terminate in case Licensee shall abandon the use of said pipe or fail to use the same for a period of one year. The Railroad may also without cause revoke and terminate this license by giving thirty days' notice in writing, mailed to the Licensee at the address noted below the signature of the Licensee hereto. Should said pipe be permitted to be in had order or condition in the judgment of the Railroad, for any continuous period of twenty-four hours, the Railroad may likewise revoke this license without notice. Within ten days after any termination of this agreement the Licensee shall remove all property of the Licensee from that portion of the right of way of the Railroad not occupied by the roadbed or tracks, and shall restore to the satisfaction of the Railroad's superintendent the said right of way to as good condition as it was in at the time of construction of said pipe, and if the Licensee fails so to do the Railroad may do such work of removal and restoration at the cost and expense of the Licensee. The Railroad may at its option upon any termination, at the cost and expense of the Licensee, remove the portion of said pipe located under said roadbed, track or tracks, and restore said roadbed to as good condition as it was in at the time of the construction of said pipe, or it may permit the Licensee to do such work of removal and restoration under the supervision of the Railroad's superintendent.

In case of termination in any manner herein provided the Licensee shall have no claim or redress of any character against the Railroad by reason of such termination, removal of said pipe or restoration of the premises, nor shall such termination release the Licensee from any obligation or liability of the Licensee hereunder with respect to any matter or thing occurring prior to such termination.

13. The terms and conditions of this agreement shall be binding upon and the benefits thereof shall accrue to the heirs, executors, administrators, successors and assigns of the respective parties hereto, but the Licensee shall not assign the same or any rights thereunder without the written consent of the Railroad having been first obtained. In the event the Railroad shall permit any other railroad company or companies to use its said right of way facilities or premises, such other user or users shall have the benefit of the provisions of indemnity and release from liability hereunder to the Railroad hereunder, with the same effect as if such other user or users were parties hereto.

14. The license hereby granted is subject to the superior title of the Railroad to its said property and to all other outstanding and superior rights and mortgage liens, and the Licensee shall not by reason of the license hereby granted acquire or assert any title or claim of title to any of said property adverse to the title of the Railroad or its successors or such superior rights and mortgage liens; and upon any abandonment of the use hereby authorized or upon any termination of the license hereby granted, such title shall remain in the Railroad, its successors and assigns free and clear of all rights or claims of the licensee.

15. This agreement is binding on Stanley E. G. Hillman, not as an individual, but solely in his capacity as Trustee.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

S. E. G. Hillman, as Trustee of the property of
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY, Debtor,

Attest: E. J. Spindler
Asst. Secretary

By

B. J. Wilkey
Vice President - Chief Engineer

CITY OF RACINE, WISCONSIN

Attest: Walter M. Brown
Deputy City Clerk

By

Stephen F. Olsen
Stephen F. Olsen, Mayor

Licensee

Address:

Provision has been made to pay the liability that will accrue under this agreement.

Approved as to form:

Jerome J. Haller
Jerome J. Haller, Finance Director

(1) - 1P - 3 - 11
Daniel P. Wright
Deputy City Attorney

1471 FILE 517

Sec. 24
T. 3 N. - R. 22 E.

Sta. E 18+00

18" Storm Sewer
converging to 42" Existing

T.M.E.R. Co.

132KV Transmission Line

Median Strip
Out of Alignment

Existing 12" Storm Sewer
213+71
W-9365

1038452

Register's Office
Racine County, Wis.

Received for Record

of clock A.M. and recorded in Volume

of Records on page

Stanley F. Bialucha
Register of Deeds

ENGINEERING DEPARTMENT

PLAT SHOWING

18" Storm Sewer

12" Storm Sewer

12" Storm Sewer

12" Storm Sewer

12" Storm Sewer

12" Storm Sewer

12" Storm Sewer

12" Storm Sewer

12" Storm Sewer

12" Storm Sewer

12" Storm Sewer

12" Storm Sewer

12" Storm Sewer

12" Storm Sewer

12" Storm Sewer

12" Storm Sewer

12" Storm Sewer

SCALE - 1" = 20' PER INCH

ORDINANCE ENGINEER'S OFFICE

PROPOSED FACILITIES

APPLICABLE TO THIS PROJECT

SECTION 10, CHAPTER 100, A.S.C.

Nov. 2, 1931

DATE

A.S.C. No.

1132487

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid, the receipt whereof is hereby acknowledged, Railroad Properties Associates, a partnership, owner and grantor, does hereby convey and warrant unto

WISCONSIN ELECTRIC POWER COMPANY

grantee, its successors and assigns, the right, permission and authority to operate, repair, maintain, relocate, replace and add to poles together with the necessary crossarms, transformers, anchors, guy wires, and other appliances necessary and usual in the conduct of its business, and to operate, repair, maintain, relocate, replace and add to wires thereon, and to operate, repair, maintain, relocate, replace and add to conduit and cables underground as they now exist, all for the purpose of transmitting electric energy for light, heat, power and signals, or for such other purposes as electric current is now or may hereafter be used, at such location as grantee may from time to time select upon, along, over, across, within and beneath strips of land measuring six (6) feet on either side of the centerlines of the aforesaid facilities as they now exist on the premises of grantor in the

1132487

Northeast quarter (NE 1/4) and Northwest quarter (NW 1/4) of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East, and in the Northwest quarter (NW 1/4) and Southwest quarter (SW 1/4) of Section Sixteen (16), in the Northwest quarter (NW 1/4) of Section Nineteen (19), in the Northwest quarter (NW 1/4) of Section Twenty (20), in the Northwest quarter (NW 1/4) of Section Twenty-one (21), part of Lots One (1) and Two (2), Block Thirteen (13), part of Lots Seven (7), Eight (8) and Nine (9), Block Six (6), and the East half (E 1/2) of vacated Center Street located west of and adjacent to said Lots Seven (7), Eight (8) and Nine (9), and part of Lots Four (4), Five (5) and Six (6), Block Six (6), and vacated Grand Avenue located east of and adjacent to said Lots Four (4), Five (5) and Six (6), being a part of Arlor Addition, being a subdivision of or a part of the Southwest quarter (SW 1/4) of Section Nine (9), and all being a part of Township Three (3) North, Range Twenty-three (23) East, in the City of Racine, Racine County, Wisconsin.

1132487 1

Register's Office
Racine County, Wis. } SS
Received for Record 8th day of September A.D. 1983 at 10:53 o'clock A.M. and recorded in Volume 1688 of Records on page 612-619

Vol. 1688 PAGE 612

John M. Schuttin
Register of Deeds

Sept 8, 1983

K/B

The locations of the aforementioned facilities of grantee as they now exist with respect to the premises of the grantor are as shown on the drawings marked Exhibits "A", "B", "C", and "D" attached hereto and made a part hereof.

The right, permission and authority is also granted to said grantee, its successors and assigns, to trim and keep trimmed all trees now or hereafter existing along said lines so that they will clear wires now or hereafter strung, by as much as eight (8) feet, and so that the trees will not be liable to interfere with the transmission of electricity over said lines; also the right to cut down trees and/or brush where it is found impractical to maintain clearance by trimming, or where said trees and/or brush interfere with the installation or maintenance of underground facilities or represent a hazard to such facilities.

The grantor, its successors and assigns, covenants and agrees that no building or structure will be erected over and/or under or placed within the easement strips or in such close proximity to the easement strips as to create a violation of the Wisconsin State Electrical Code or any amendments thereto.

The grantor further covenants and agrees that the elevation of the existing ground surface within the easement strips 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.

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

Partnership Signature and Acknowledgment

IN WITNESS WHEREOF, we have hereunto set our
hand_s and seal_s this 6th day of SEPTEMBER, 1983, as
partner(s) of Railroad Properties Associates, a
partnership.

In Presence Of:

Railroad Properties Associates

a partnership

RACINE AREA MANUFACTURING
AND COMMERCE, INC.

Roger Caron

PRESIDENT
(SEAL)

Partner
PRESIDENT
(SEAL)

DOWNTOWN REDEVELOPMENT
CORPORATION

Lanford L. Jorgensen

Partner
(SEAL)
Partner

STATE OF WISCONSIN)
: SS
RACINE COUNTY)

Personally came before me this 6 day of SEPTEMBER,
1983, the above named ROGER CARON AND LANFORD L. JORGENSEN
to me known to be the person(s) and partner(s) who executed the foregoing
instrument on behalf of Railroad Properties Associates, a
partnership, and acknowledged the same.

Robert J. Grady

Notary Public, RACINE Co., Wis.

My commission ~~(expires)~~ (is) PERMANENT.

STATE OF WISCONSIN)
: SS
COUNTY)

Personally came before me this _____ day of _____,
19____, the above named _____
to me known to be the person(s) and partner(s) who executed the foregoing
instrument on behalf of Railroad Properties Associates, a
partnership, and acknowledged the same.

Notary Public, _____ Co., Wis.

My commission (expires) (is) _____

STATE OF WISCONSIN)
 : SS
_____ COUNTY)

Personally came before me this _____ day of _____,
19____, the above named _____
to me known to be the person(s) and partner(s) who executed the foregoing
instrument on behalf of _____ Railroad Properties Associates _____, a
_____ partnership, and acknowledged the same.

Notary Public, _____ Co., Wis.
My commission (expires) (is) _____

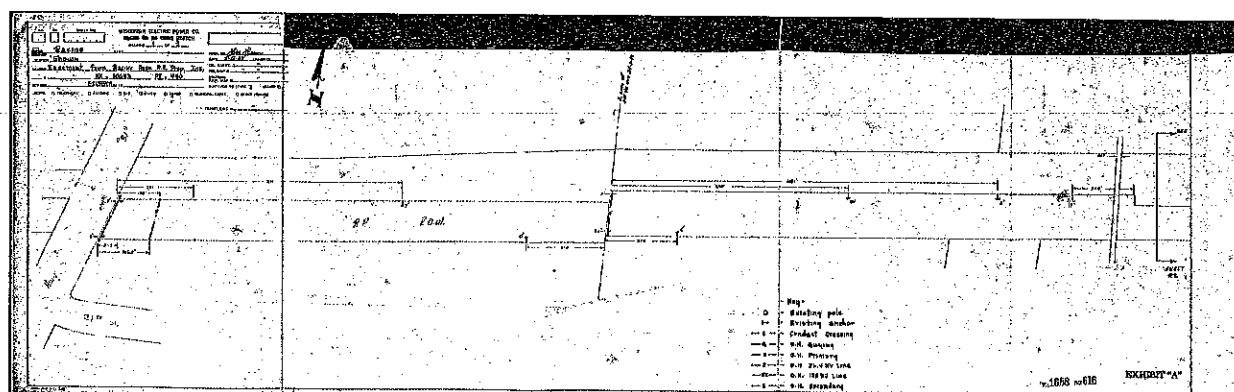
STATE OF WISCONSIN)
 : SS
_____ COUNTY)

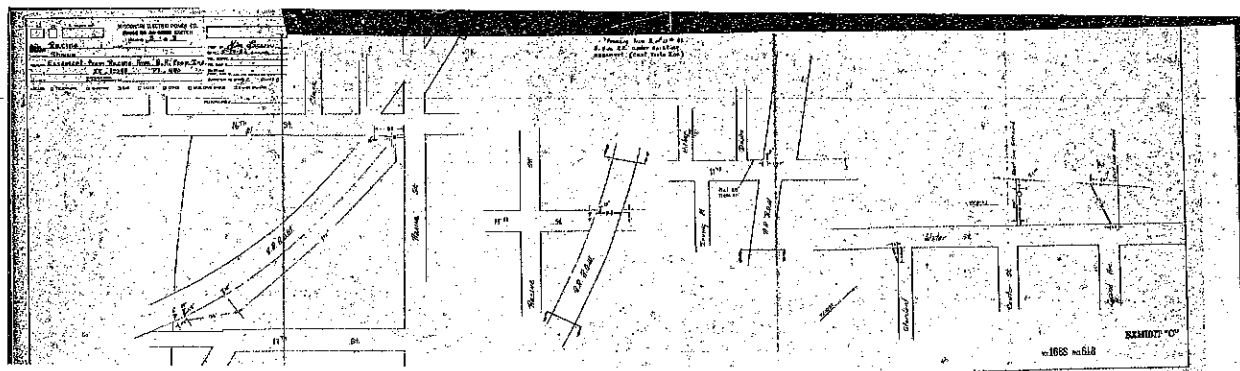
Personally came before me this _____ day of _____,
19____, the above named _____
to me known to be the person(s) and partner(s) who executed the foregoing
instrument on behalf of _____ Railroad Properties Associates _____, a
_____ partnership, and acknowledged the same.

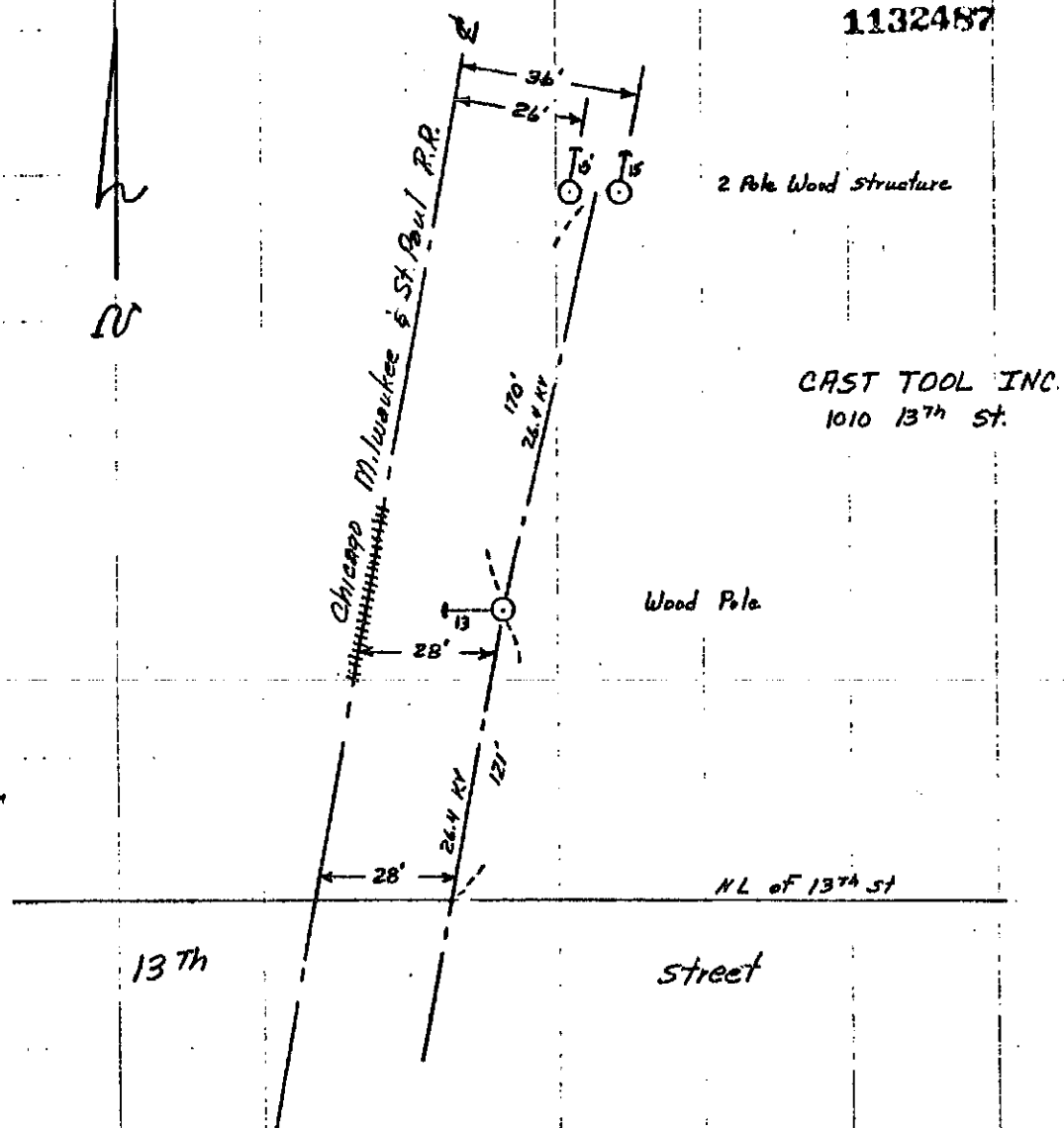
Notary Public, _____ Co., Wis.
My commission (expires) (is) _____

APPROVED:	
DATE	INITIALS

This instrument was drafted by _____ K. J. Teske _____ on behalf of
Wisconsin Electric Power Company.







KEY

EXHIBIT "D"

Vol. 1688 PAGE 619

REVISIONS		WISCONSIN ELECTRIC POWER COMPANY	DRAWN BY <i>Jim Larson</i>
		Showing Wisconsin Electric Pole LINE ON C.M. & ST P R.R. D.W. N. OF 13th IN City of Racine	CHECKED BY
			APPROVED BY
			SCALE: None
			DATE July 18, 1983
			IDO

1133678

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid, the receipt whereof is hereby acknowledged, Railroad Properties Associates, a partnership, owner and grantor, does hereby convey and warrant unto

WISCONSIN ELECTRIC POWER COMPANY

grantee, its successors and assigns, the right, permission and authority to operate, repair, maintain, relocate, replace and add to poles together with the necessary crossarms, transformers, anchors, guy wires, and other appliances necessary and usual in the conduct of its business, and to operate, repair, maintain, relocate, replace and add to wires thereon, and to operate, repair, maintain, relocate, replace and add to conduit and cables underground as they now exist, all for the purpose of transmitting electric energy for light, heat, power and signals, or for such other purposes as electric current is now or may hereafter be used, at such location as grantee may from time to time select upon, along, over, across, within and beneath strips of land measuring six (6) feet on either side of the centerlines of the aforesaid facilities as they now exist on the premises of grantor in the

Northeast quarter (NE 1/4) and Northwest quarter (NW 1/4) of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East, and in the Northwest quarter (NW 1/4) and Southwest quarter (SW 1/4) of Section Sixteen (16), in the Northwest quarter (NW 1/4) of Section Nineteen (19), in the Northwest quarter (NW 1/4) of Section Twenty (20), in the Northwest quarter (NW 1/4) of Section Twenty-one (21), part of Lots One (1) and Two (2), Block Thirteen (13), part of Lots Seven (7), Eight (8) and Nine (9), Block Six (6), and the East half (E 1/2) of vacated Center Street located west of and adjacent to said Lots Seven (7), Eight (8) and Nine (9), and part of Lots Four (4), Five (5) and Six (6), Block Six (6), and vacated Grand Avenue located east of and adjacent to said Lots Four (4), Five (5) and Six (6), being a part of Harbor Addition, being a subdivision of or a part of the Southwest quarter (SW 1/4) of Section Nine (9), and all being a part of Township Three (3) North, Range Twenty-three (23) East, in the City of Racine, Racine County, Wisconsin.

This Document is being re-recorded to correct an error in the name of Harbor Addition, which is underlined above. The above was originally recorded under document #1132487, Volume 1688 Page 612, on September 8, 1983.

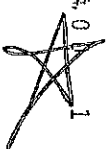
1133678

1690-513

Sept. 26, 1983

254 09 26

240 1



The locations of the aforementioned facilities of grantee as they now exist with respect to the premises of the grantor are as shown on the drawings marked Exhibits "A", "B", "C", and "D" attached hereto and made a part hereof.

The right, permission and authority is also granted to said grantee, its successors and assigns, to trim and keep trimmed all trees now or hereafter existing along said lines so that they will clear wires now or hereafter strung, by as much as eight (8) feet, and so that the trees will not be liable to interfere with the transmission of electricity over said lines; also the right to cut down trees and/or brush where it is found impractical to maintain clearance by trimming, or where said trees and/or brush interfere with the installation or maintenance of underground facilities or represent a hazard to such facilities.

The grantor, its successors and assigns, covenants and agrees that no building or structure will be erected over and/or under or placed within the easement strips or in such close proximity to the easement strips as to create a violation of the Wisconsin State Electrical Code or any amendments thereto.

The grantor further covenants and agrees that the elevation of the existing ground surface within the easement strips 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.

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

VCL 1690 PAGE 514

VCL 1688 PAGE 613

Partnership Signature and Acknowledgment

IN WITNESS WHEREOF, we have hereunto set our
hand s and seal s this 6th day of SEPTEMBER, 1983, as
partner(s) of Railroad Properties Associates, a
partnership.

In Presence Of:

Railroad Properties Associates

a partnership

Roger Caron PRESIDENT (SEAL)
RACINE AREA MANUFACTURES
AND COMMERCE, INC. Partner
Roger Caron (SEAL)
Lanford L. Jorgensen Partner
DOWNTOWN REDEVELOPMENT PRESIDENT (SEAL)
CORPORATION Partner
Lanford L. Jorgensen (SEAL)
Partner

STATE OF WISCONSIN)
RACINE COUNTY) SS

Personally came before me this 6 day of SEPTEMBER,
1983, the above named ROGER CARON AND LANFORD L. JORGENSEN
to me known to be the person(s) and partner(s) who executed the foregoing
instrument on behalf of Railroad Properties Associates, a
partnership, and acknowledged the same.

Robert J. Grady

Notary Public, RACINE Co., Wis.

My commission (expires)(is) PERMANENT.

STATE OF WISCONSIN)
COUNTY) SS

Personally came before me this _____ day of _____,
19____, the above named _____
to me known to be the person(s) and partner(s) who executed the foregoing
instrument on behalf of Railroad Properties Associates, a
partnership, and acknowledged the same.

Notary Public, _____ Co., Wis.

My commission (expires)(is) _____

STATE OF WISCONSIN)
 : SS
_____ COUNTY)

Personally came before me this _____ day of _____,
19____, the above named _____
to me known to be the person(s) and partner(s) who executed the foregoing
instrument on behalf of Railroad Properties Associates, a
_____ partnership, and acknowledged the same.

Notary Public, _____ Co., Wis.
My commission (expires) (is) _____

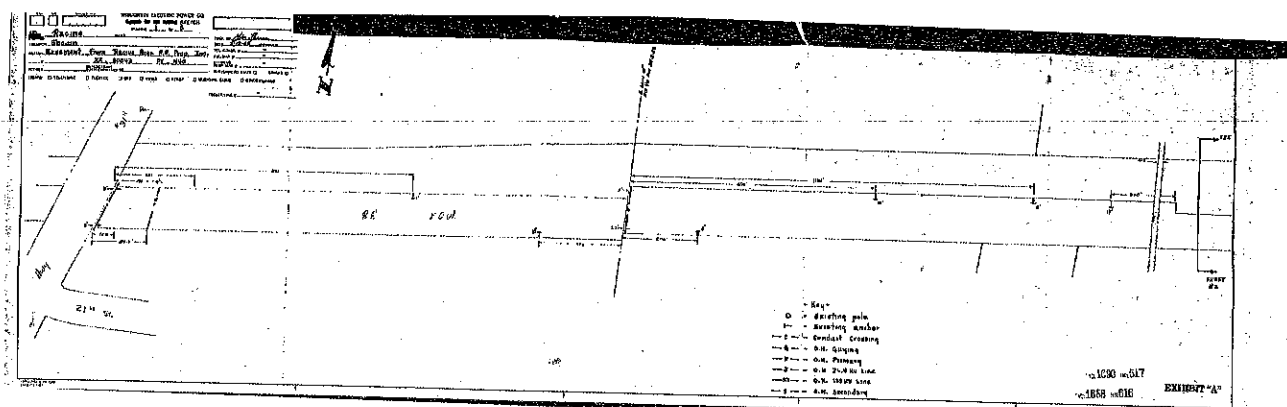
STATE OF WISCONSIN)
 : SS
_____ COUNTY)

Personally came before me this _____ day of _____,
19____, the above named _____
to me known to be the person(s) and partner(s) who executed the foregoing
instrument on behalf of Railroad Properties Associates, a
_____ partnership, and acknowledged the same.

Notary Public, _____ Co., Wis.
My commission (expires) (is) _____

APPROVED:	
DATE	INITIALS

This instrument was drafted by K. J. Teske on behalf of
Wisconsin Electric Power Company.



62 E 24th

Alley

Grove

Thompson

Glen

Pine

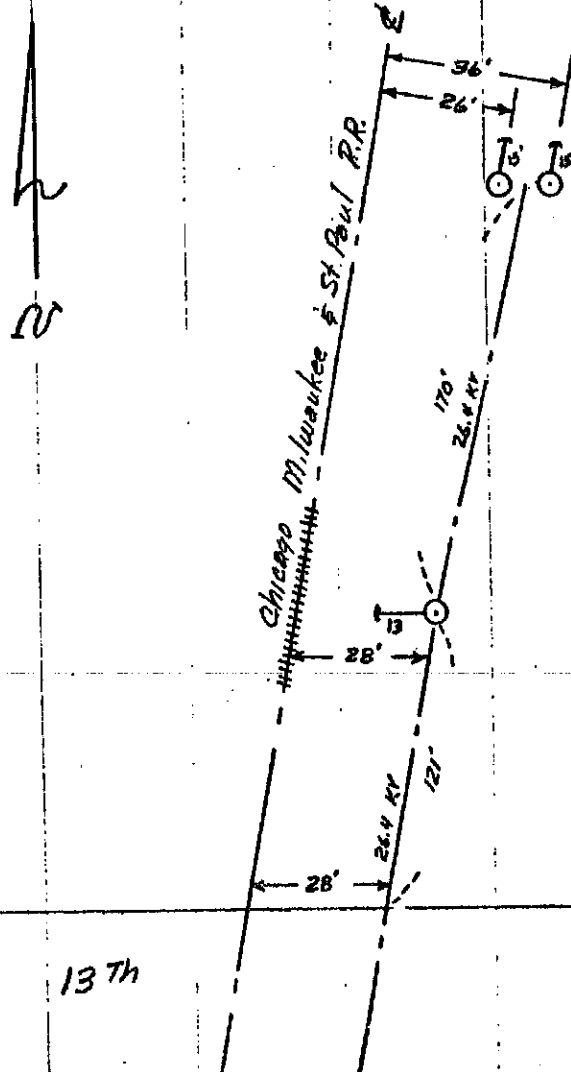
Oak

v.1860 no.518

v.1868 no.847

EXHIBIT 101

1132487



2 Pole Wood Structure

CAST TOOL INC.
1010 13th St.

Wood Pole

NL of 13th St.

13th

Street

Register's Office
Racine County, Wis.

Received for Record 26th day of
September A.D. 1957 at 10:57
o'clock A. M. and recorded in Volume 690
of Records on page 513

Heinrich Schuttler 520
Registrar of Deeds

24.00

EXHIBIT "D"

VOL 1688 PAGE 619

VOL 1690 PAGE 520

REVISIONS	WISCONSIN ELECTRIC POWER COMPANY	DRAWN BY <u>Jim Sauer</u>
		CHECKED BY
		APPROVED BY
		SCALE: <u>None</u>
		DATE <u>July 18, 1958</u>
		IDO

Showing Wisconsin Electric Pole
Line on C.M. & St. P. R.R. D.W.
N. of 13th in City of Racine

FOR AND IN CONSIDERATION of the sum of One and no/100 Dollar (\$1.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, the undersigned grantor, Railroad Properties Associates, a partnership, owner, does hereby convey unto

WISCONSIN ELECTRIC POWER COMPANY,

a Wisconsin corporation, grantee, its successors and assigns, the right, permission and authority to survey, construct, install, maintain and replace one (1) line (circuit) consisting of a total of three (3) wires and cables together with two (2) shield wires supported by the necessary crossarms and appliances for the purpose of transmitting electric energy over and across a strip of land, forty (40) feet in width and four thousand nine hundred seventy (4970) feet in length, being a part of the premises of grantor being a part of the Northwest quarter (NW $\frac{1}{4}$) of Section Nineteen (19), Township Three (3) North, Range Twenty-three (23) East, and the Northeast quarter (NE $\frac{1}{4}$) and Northwest quarter (NW $\frac{1}{4}$) of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East all in the City of Racine, Racine County, Wisconsin, said forty foot (40') strip of land being described as follows:

The northerly forty (40) feet of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way located in the aforementioned quarter sections between the east line of STH "31" (Green Bay Road) and the east line of Kentucky Avenue excepting that part of said right of way located in the Northeast quarter (NE $\frac{1}{4}$) of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East, between the east line of said Northeast quarter (NE $\frac{1}{4}$) of Section Twenty-four (24) and a point located approximately nine hundred sixty-nine (969) feet west of said east line of the Northeast quarter (NE $\frac{1}{4}$) of Section Twenty-four (24), and located north at and adjacent to lands owned by Emerson Electric Co., In-Sink-Erator Division.

and the right, permission and authority to survey, construct, install, maintain and replace one line (circuit) consisting of a total of three (3) wires and cables together with one (1) shield wire supported by the necessary crossarms and appliances for the purpose of transmitting electric energy over and across

1132488

1688-620

Sept 9, 1983

K/R

a strip of land one hundred twenty-five (125) feet in width and two hundred twenty-eight and thirty-three hundredths (228.33) feet in length being a part of the premises of grantor in the Northwest quarter (NW $\frac{1}{4}$) of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East in the City of Racine, Racine County, Wisconsin, the center line of said one hundred twenty-five (125) foot strip of land being described as follows:

Commencing at the intersection of the east right of way line of S.T.H. "31" (Green Bay Road) and the south line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way; thence North eighty-one degrees thirty-seven minutes twenty-two seconds East (N. 81°37'22"E.) on and along the south line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way, a distance of fifty-seven and twenty-one hundredths (57.21) feet to the point of beginning of said center line description; thence North fifty-five degrees five minutes twenty-two seconds East (N55°05'22"E.) a distance of two hundred twenty-eight and thirty-three hundredths (228.33) feet to a point in the north line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad right of way and the point of termination of said center line description.

Said wires and cables shall be strung so as to have clearance not less than twenty-six (26) feet above the presently existing ground level at all points.

The right, permission and authority is also granted to grantee to cut down and remove or trim all trees and overhanging branches now or hereafter existing on said strips of land, to cut down and remove brush, or apply chemicals for purposes of brush control, and to cut down and remove or trim such trees now or hereafter existing on the property of grantor located outside of said strips of land which by falling might interfere with or endanger said lines, together with the right, permission and authority to enter in a reasonable manner upon property of grantor for such purpose.

Grantor covenants and agrees that no structures will be erected, or inflammable material placed or accumulated, or trees planted on said strips of land and grantor further covenants and agrees that the elevation of the existing ground level within said strips of land will not be altered by more than one (1) foot without the written consent of grantee.

Grantee and its agents shall have the right to enter upon said strips of land for the purpose constructing, patrolling, repairing, maintaining and replacing said transmission line facilities and exercising the rights herein acquired. The further right, permission and authority is also granted to grantee to enter in a reasonable manner upon the property of grantors outside of said strips of land for the further purpose of access to said strips of land to construct, erect, operate, maintain and replace said facilities.

It is understood and agreed that the attached document, entitled Exhibit "A" and consisting of one (1) page, be incorporated herein by this reference as fully as though set out at length and shall, excepting as its terms are specifically waived by grantor (designated landowner thereon) by designation at the bottom thereof, as thereon provided, be effective and binding on grantee (designated utility thereon).

Grantor, for itself, its successors, assigns, heirs, executors and administrators does covenant and agree to and with grantee, its successors and assigns that at the time of the ensealing and delivery of this easement it is well seized of said premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances and will forever warrant and defend this easement against all and every person or persons lawfully claiming the whole or any part thereof.

This agreement shall be binding upon and/or inure to the benefit of the heirs, successors or assigns of all parties hereto.

IN WITNESS WHEREOF, said Railroad Properties Associates, a Partnership has caused these presents to be executed on its behalf by its

Partnership Signature and Acknowledgment

IN WITNESS WHEREOF, we have hereunto set our
hand s and seal s this 6th day of SEPTEMBER, 1983, as
partner(s) of Railroad Properties Associates, a
partnership.

In Presence Of:

Railroad Properties Associates

, a partnership

Roger Caron PRESIDENT
(SEAL)

RACINE AREA MANUFACTURER
W. Commerce Inc. Partner

Roger Caron (SEAL.)

Lanford L. Jorgensen PRESIDENT
(SEAL)

DOWNTOWN REDEVELOPMENT
CORPORATION Partner

Lanford L. Jorgensen (SEAL)

Partner

STATE OF WISCONSIN)
RACINE COUNTY) SS

Personally came before me this 6th day of SEPTEMBER,
1983, the above named ROGER CARON AND LANFORD L. JORGENSEN
to me known to be the person(s) and partner(s) who executed the foregoing
instrument on behalf of Railroad Properties Associates, a
partnership, and acknowledged the same.

Robert J. Grady

Notary Public, RACINE Co., Wis.

My commission (expires) (is) PERMANENT

STATE OF WISCONSIN)
COUNTY) SS

Personally came before me this _____ day of _____,
19____, the above named _____
to me known to be the person(s) and partner(s) who executed the foregoing
instrument on behalf of Railroad Properties Associates, a
partnership, and acknowledged the same.

Notary Public, _____ Co., Wis.

My commission (expires) (is) _____

VOL 1688 PAGE 623

STATE OF WISCONSIN)
 : SS
 COUNTY)

Personally came before me this _____ day of _____,
19____, the above named _____
to me known to be the person(s) and partner(s) who executed the foregoing
instrument on behalf of Railroad Properties Associates, a
_____ partnership, and acknowledged the same.

Notary Public, _____ Co., Wis.
My commission (expires) (is) _____

STATE OF WISCONSIN)
 : SS
 COUNTY)

Personally came before me this _____ day of _____,
19____, the above named _____
to me known to be the person(s) and partner(s) who executed the foregoing
instrument on behalf of Railroad Properties Associates, a
_____ partnership, and acknowledged the same.

Notary Public, _____ Co., Wis.
My commission (expires) (is) _____

APPROVED:	
DATE	INITIALS

This instrument was drafted by K. J. Teske on behalf of
Wisconsin Electric Power Company.

1. In constructing and maintaining high-voltage transmission lines on the property covered by the easement the utility shall:

a. If excavation is necessary, ensure that the top soil is stripped, piled and replaced upon completion of the operation.

b. Restore to its original condition any slope, terrace, or waterway which is disturbed by the construction or maintenance.

c. Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.

d. Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.

e. Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.

f. Repair any drainage tile line within the easement damaged by such construction or maintenance.

g. Pay for any crop damage caused by such construction or maintenance.

h. Supply and install any necessary grounding of a landowner's fences, machinery or buildings.

2. The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, he shall receive from the utility a reasonable amount for such services.

3. The landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if he fails to do so, he shall nevertheless retain title to all trees cut by the utility.

4. The landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.

5. The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.

6. The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right of way, without the written consent of the landowner.

The undersigned landowner, this day of, 19...., do hereby waive the rights provided in the following paragraphs of this Exhibit "A":

Railroad Properties Associates, a
partnership

EXHIBIT "A"

1132488

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

Received for Record day of
September A.D. 1983 at 10:55
o'clock A. M. and recorded in Volume 1688
of Records on page 622-625

Heleen M. Schuttens
Register of Deeds

Vol. 1688 PAGE 325

14.00

114266

FOR AND IN CONSIDERATION of the sum of One and No/100 (\$1.00) and other good and valuable consideration ~~Dollars \$XXXXXXXXXXXX~~, to it in hand paid, the receipt whereof is hereby acknowledged, the undersigned grantor RACINE TELECABLE CORPORATION, a Wisconsin corporation owner and ~~XXXXXX~~, do ES hereby convey unto

WISCONSIN ELECTRIC POWER COMPANY

a Wisconsin corporation, grantee, its successors and assigns, the right, permission and authority to survey, construct, reconstruct, erect, install, enlarge, remove, operate, maintain and replace one (1) transmission line structure of such material as grantee may select, together with the necessary footings, stub supports, and underground accessories, in such locations as may be from time to time selected by grantee upon, along, over and across the hereinafter described strip of land, fifty (50) feet in width, being a part of the premises of the grantor in the Northwest quarter (NW 1/4)

of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East, City of Racine Racine County, Wisconsin, the center line of said strip of land being described as follows:

Commencing at the intersection of the east line of S.T.H. "31" and the north line of grantor's premises; thence North eighty-one degrees thirty-seven minutes twenty-two seconds East (N.81°37'22"E.), a distance of fifty-seven and twenty-one hundredths (57.21) feet to the point of beginning of said centerline description; thence North fifty-five degrees five minutes twenty-two seconds East (N.55°05'22"E.), a distance of two hundred twenty-eight and thirty-three hundredths (228.33) feet to a point; thence South fifty-five degrees five minutes twenty-two seconds West (S.55°05'22"W.), (continued on reverse side)

The right, permission and authority is also granted to grantee to string, install, operate, maintain and replace wires and cables on said transmission line structure, supported by the necessary crossarms and appliances, over and across said strip of land for the purpose of transmitting electric energy. Said wires and cables shall be strung so as to have ground clearance not less than twenty-five (25) feet above the presently existing ground level at all points.

The right, permission and authority is also conveyed to grantee to cut down and remove or trim all trees and overhanging branches now or hereafter existing on said strip of land, to cut down and remove brush or apply chemicals for purposes of brush control, and to trim or cut down and remove such trees now or hereafter existing on the premises of the grantor, located outside of said strip of land which by falling might interfere with or endanger said transmission line.

The grantor, covenant, S. and agree, S. that no structures will be erected, or inflammable material placed or accumulated, or trees planted on said strip of land and grantor, further covenant, S. and agree, S. that the elevation of the existing ground surface within said strip of land will not be altered by more than one (1) foot without the written consent of grantee.

Grantee and its agents shall have the right to enter upon the premises of the grantor, for the purpose of patrolling said lines and exercising the rights herein acquired, but payment shall be made by it for damage, if any, to crops, fences or domesticated animals caused by its acts.

Grantor, for itself, its successors, assigns, heirs, executors and administrators, does covenant and agree to and with grantee, its successors and assigns, that at the time of the ensealing and delivery of this easement it is well seized of said premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, ~~XXXXXX~~ and will forever warrant and defend said easement against all and every person or persons lawfully claiming the whole or any part thereof.

~~This agreement shall be binding upon and for the benefit of the heirs, successors and assigns of the parties hereto~~

SAK RAJSHACK v. 1705 PAGE 953
Director of Real Estate

114266

1705-953

March 1, 1984

(continued)

a distance of two hundred twenty-eight and thirty-three hundredths (228.33) feet to a point; thence South fifty-five degrees five minutes twenty-two seconds West (S.55°05'22"W.), a distance of thirty and twenty-two hundredths (30.22) feet to a point; thence South eighty-one degrees thirty-seven minutes twenty-two seconds West (S.81°37'22"W.), a distance of thirty-six and fifty-five hundredths (36.55) feet to the point of termination of said centerline description.

The right, permission and authority is also granted to said grantee to install, maintain and replace anchors and guy wires to extend no more than fifty-nine (59) feet in a southeasterly direction from said pole in said fifty (50) foot strip of land located on the above-described premises.

This grant of easement supersedes and takes the place of that certain easement granted to Wisconsin Electric Power Company by Racine County, dated June 10, 1965, and recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 19, 1965, in Volume 870, on Pages 473 and 474, as Document No. 791390, and that certain easement granted to Wisconsin Electric Power Company by Racine County on November 19, 1965 in Volume 888 of Records, on Pages 50, 51 and 52, as Document No. 798813; and Wisconsin Electric Power Company hereby agrees that all rights of easement, created by said grants, dated June 10, 1965 and November 19, 1965, are hereby released and discharged, and said easements are no longer of any force and effect.

This agreement shall be binding upon and/or inure to the benefit of the heirs, successors or assigns of all parties hereto.

IN WITNESS WHEREOF the said RACINE TELECABLE CORPORATION has caused these presents to be signed by its VICE President and attested to by its Assistant Secretary, and its corporate seal to be hereunto affixed this 2nd day of February, 1984.

In Presence of:

Sandra D. VanDercock

RACINE TELECABLE CORPORATION

By Gordon R. Herring
VICE President

Rita Ryan

ATTEST:

By Helen B. Standley
Assistant Secretary

Virginia
STATE OF ~~WISCONSIN~~
CITY OF NORFOLK : SS
COUNTY)

Personally came before me this 2nd day of February, 1984,
Gordon R. Herring, Vice - President, and Helen B. Standley, Assistant Secretary of the above named corporation, RACINE TELECABLE CORPORATION, a Wisconsin corporation, known to me to be the persons who executed the foregoing instrument and to me known to be such Vice - President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said corporation, by its authority.

Register's Office
Racine County, Wis. } SS

Received for Record 1st day of March, A.D. 1984 at 2:10 o'clock P.M. and recorded in Volume 1705 of Recorded on page 953-955

Heinrich Schuttler

Register of Deeds

Susan J. Vins
Notary Public, State of Virginia - Co., Wis.
My commission expires December 27, 1987

This instrument was drafted by K. J. Teske on behalf of Wisconsin Electric Power Company.

1311010

Form 1119-11 4-87
W.E.P.Co.
INDIVIDUAL AND CORPORATE
O.H. SUB-TRANS.

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

RACINE TELECABLE CORPORATION

_____, owner _____ and grantor _____, do as hereby convey and warrant unto

WISCONSIN ELECTRIC POWER COMPANY

grantee, its successors and assigns, the right, permission and authority to construct, erect, install, operate, maintain, extend, enlarge, repair, renew, replace, relocate, add to and remove at any time, and from time to time, a line of poles, together with the necessary anchors and guy wires and other appurtenant equipment deemed necessary by grantee, 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, over and across a strip of land 12 feet in width being a part of the grantor's

premises in the Northwest $\frac{1}{4}$ of Section 24, Township 3 North, Range 22 East, City of Racine, Racine County, Wisconsin; said premises being more particularly described in those certain Deeds recorded in the office of the Register of Deeds for Racine County, Wisconsin in Volume 1099 of Records, on Pages 142 through 147, as Document No. 887037 and in Volume 1689 of Records, on Page 647, as Document No. 1133163, respectively.

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

Without limitation on the foregoing the further right, permission and authority is also granted to said grantee to string, install, operate, maintain, extend, enlarge, repair, renew, replace, relocate, add to and remove at any time, and from time to time, wires and cables on said poles, together with necessary supporting crossarms and other necessary and usual appliances deemed necessary by grantee; said wires and cables shall be strung not less than 18 () feet at all points above the ground level existing at the time of installation.

The right, permission and authority is also granted to said grantee to trim and keep trimmed all trees and overhanging branches now or hereafter existing on the premises of the undersigned so that they will clear wires and cables by as much as ten (10) feet, with the further right to cut down and/or remove certain trees and/or brush where, in the opinion of the grantee, it is found impractical to maintain clearance by trimming.

The grantor _____, its heirs, successors and assigns, covenants _____ and agrees _____ that no building or structure will be erected over and/or under or placed within the easement area or in such close proximity to the easement area as to create a violation of the Wisconsin State Electrical Code or any amendments thereto.

It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised for some time in the future, and that none of the rights herein granted shall be lost by non-use for any length of time.

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 shall restore or cause to have restored the premises of the undersigned as nearly as is reasonably possible to the condition existing prior to any entry by the grantee or its agents. This restoration, however, does not apply to any trees or brush which may be removed at any time pursuant to the rights herein granted. Grantee shall make payment for damage, if any, to crops, fences or domesticated animals caused by its acts.

This grant of easement shall be binding upon and/or inure to the benefit of the heirs, successors

2015-490

May 24, 1990



340.67 N 01°45'40"W

1088.83' N. 81°38'51"E.

132.78

S. 16°59'28"W.

S. GREEN BAY RD.

S. 16°59'28"W.

72.9'

141.5'
S. 74°48'39"E.

W. 1/4 COR
SEC 24-3-22

21ST ST.

KEY

± 12' ENCROACHMENT

In Presence Of:

~~STATE OF WISCONSIN)~~ : ss
COUNTY)

Notary Public, _____ Co., Wis.
My commission expires _____

Notary Public, _____ Co., Wis.
My commission expires _____

Personally come before me this 3rd day of May, 1990,
Gordon R. Herring, Executive Vice - President,
and Helen B. Handler, Assistant Secretary of the above
named corporation, RACINE TELECABLE CORPORATION, a
Wisconsin corporation, known to me to be the persons who executed the foregoing instrument and

DOCUMENT #
1558171

VOL 2583 PAGE 279, 281

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED
96 OCT 25 PM 3:52

MARIL A. LADD
REGISTER OF DEEDS

Return to:
Racine City Attorney
730 Washington Ave
Racine, WI 53403

SEWER EASEMENT

14
TCI OF RACINE, INC., a domestic corporation, owner of the below described property, hereby grants to the CITY OF RACINE, a municipal corporation, located in Racine County, Wisconsin (Grantee), AN EASEMENT in, on, over, and across the below described property to construct, install, repair and maintain public sewers. The property covered by this easement is described and is shown on the plat attached to this document, marked as Exhibit "A", and incorporated by reference. This easement further gives the above named Grantee, its officers, employees or agents, the right to go upon said land for the construction, maintenance and/or repairs of said sewers.

Tax #
23875005

The Grantee will, as consideration for said easements, construct, lay and maintain said sewers wholly at its own expense and will at its own expense restore the property referred to in this agreement, together with any improvements thereon to reasonably within the condition of said area prior to the time of the commencement of any construction or repair by the City.

The Grantee will also indemnify and save harmless the Grantor from any loss, damage, liability or any obligation arising directly or indirectly as a result of the use of said land by the Grantee.

This grant of easement shall run with the land and shall be binding upon the parties hereto and their heirs, successors, and

154 10-25
2
01 *1400

assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused these
presents to be signed this 3rd day of October, 1996.

TCI OF RACINE, INC.

OR Name: Russell F. Anthony
Title: President V.P.

Name: _____
Title: _____

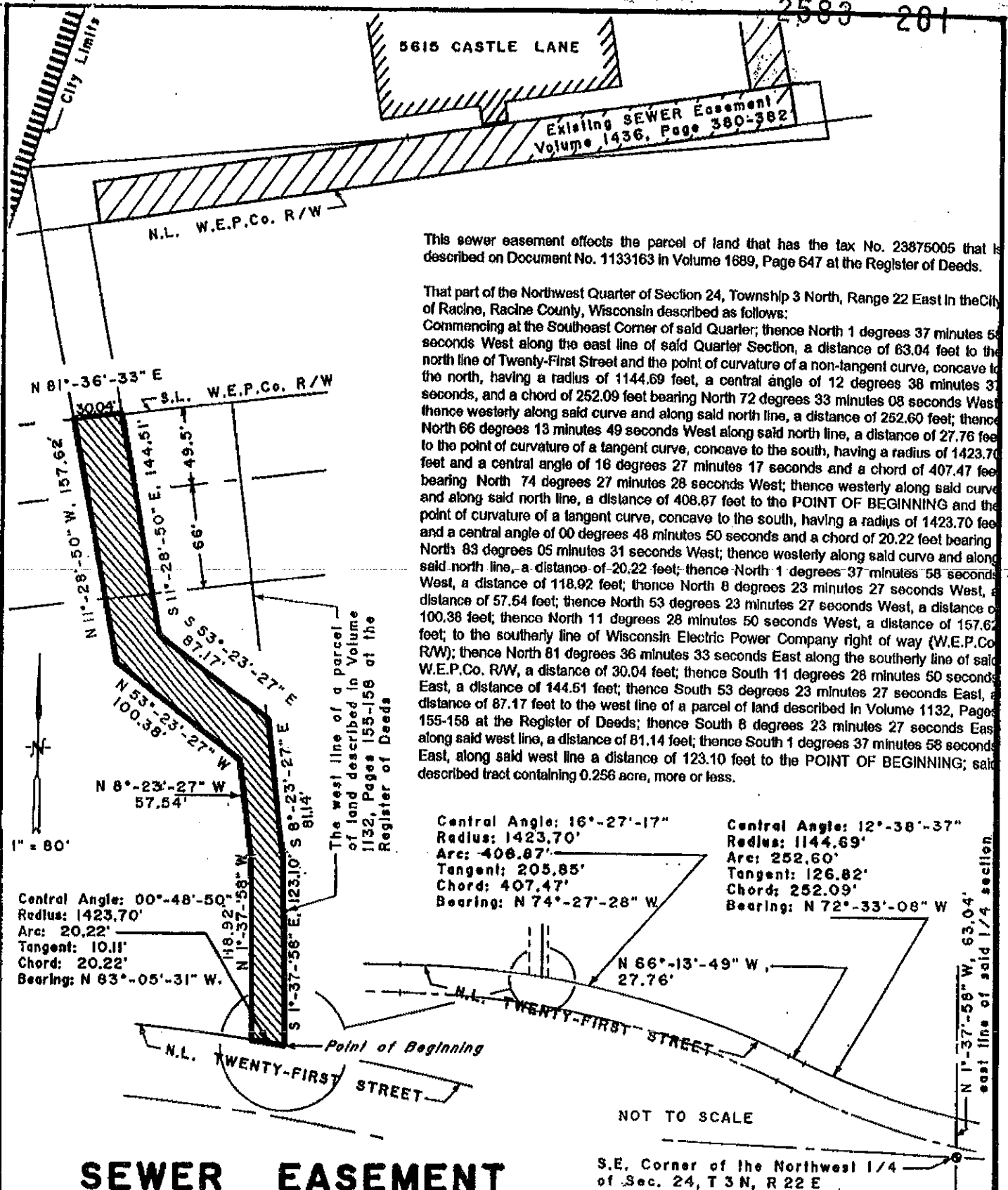
STATE OF Michigan)
Eaton COUNTY) SS

Personally came before me this 3rd day of October,
1996, the above named Russell F. Anthony,
to me known to be the person(s) who executed the foregoing
instrument.

John Paul Gardner
Notary Public, _____ County,
My commission: expires 12-17-99

Document drafted by:
Office of the City Attorney

JOHN PAUL GARDNER
NOTARY PUBLIC - EATON COUNTY, MI
MY COMMISSION EXPIRES 12/17/99



This sewer easement effects the parcel of land that has the tax No. 23875005 that is described on Document No. 1133163 in Volume 1689, Page 647 at the Register of Deeds.

That part of the Northwest Quarter of Section 24, Township 3 North, Range 22 East in the City of Racine, Racine County, Wisconsin described as follows:

Commencing at the Southeast Corner of said Quarter; thence North 1 degrees 37 minutes 58 seconds West along the east line of said Quarter Section, a distance of 63.04 feet to the north line of Twenty-First Street and the point of curvature of a non-tangent curve, concave to the north, having a radius of 1144.69 feet, a central angle of 12 degrees 38 minutes 37 seconds, and a chord of 252.09 feet bearing North 72 degrees 33 minutes 08 seconds West; thence westerly along said curve and along said north line, a distance of 252.60 feet; thence North 66 degrees 13 minutes 49 seconds West along said north line, a distance of 27.76 feet to the point of curvature of a tangent curve, concave to the south, having a radius of 1423.70 feet and a central angle of 16 degrees 27 minutes 17 seconds and a chord of 407.47 feet bearing North 74 degrees 27 minutes 28 seconds West; thence westerly along said curve and along said north line, a distance of 406.87 feet to the POINT OF BEGINNING and the point of curvature of a tangent curve, concave to the south, having a radius of 1423.70 feet and a central angle of 00 degrees 48 minutes 50 seconds and a chord of 20.22 feet bearing North 83 degrees 05 minutes 31 seconds West; thence westerly along said curve and along said north line, a distance of 20.22 feet; thence North 1 degrees 37 minutes 58 seconds West, a distance of 118.92 feet; thence North 8 degrees 23 minutes 27 seconds West, a distance of 57.54 feet; thence North 53 degrees 23 minutes 27 seconds West, a distance of 100.38 feet; thence North 11 degrees 28 minutes 50 seconds West, a distance of 157.62 feet; to the southerly line of Wisconsin Electric Power Company right of way (W.E.P.Co. R/W); thence North 81 degrees 36 minutes 33 seconds East along the southerly line of said W.E.P.Co. R/W, a distance of 30.04 feet; thence South 11 degrees 28 minutes 50 seconds East, a distance of 144.51 feet; thence South 53 degrees 23 minutes 27 seconds East, a distance of 87.17 feet to the west line of a parcel of land described in Volume 1132, Pages 155-158 at the Register of Deeds; thence South 8 degrees 23 minutes 27 seconds East along said west line, a distance of 81.14 feet; thence South 1 degrees 37 minutes 58 seconds East, along said west line a distance of 123.10 feet to the POINT OF BEGINNING; said described tract containing 0.256 acre, more or less.

SEWER EASEMENT

CITY ENGINEER'S OFFICE
RACINE, WISCONSIN

APPROVED HDK DATE 8-1994
DRAWN DRM DATE 5-13-94

RESOLUTION NO.

VOLUME
FILE NO.

EXHIBIT

A

TRANSMISSION EASEMENT
GAS FACILITIESREGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2000 DEC -7 AM 10:04

MARK A. LADD
REGISTER OF DEEDSVOL
PAGE
3097 639-641

14 -

RETURN TO:
WISCONSIN ELECTRIC POWER COMPANY
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A440
PO BOX 2046
MILWAUKEE, WI 53201-2046

WISCONSIN ELECTRIC POWER COMPANY

FOR AND IN CONSIDERATION of the sum of One dollar (\$1.00) and other good and valuable consideration to be paid, the receipt whereof is hereby acknowledged, the undersigned **Time Warner Entertainment Company, L.P.**, a Delaware limited partnership, hereby referred to as "grantor," does hereby give, grant and convey unto

a corporation, grantee, its successors and assigns, subject to the limitations and reservations herein stated, the right, permission and authority to lay, install, construct, maintain, operate, alter, replace, extend, repair and remove a pipeline or pipelines with valves, tie-overs, main laterals and service laterals, and other appurtenant facilities, all of which shall be and remain the property of the grantee, for the transmission and distribution of natural gas and all by-products thereof or any liquids, gases, or substances which can or may be transported or distributed through a pipeline; over, under, across, and upon the hereinafter described strip of land 20 feet in width, being a part of the premises of the undersigned in the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, the centerline of said strip of land being described as follows:

23875-5

(Parcel Identification Number)

Commencing at the West quarter corner of said Section 24, thence South 89 degrees 08 minutes 05 seconds West, 976.42 feet; thence North 16 degrees 37 minutes 57 seconds East, 534.86 feet; thence North 81 degrees 37 minutes 21 seconds East, 66.75 feet to the point of beginning of said centerline; thence continuing North 81 degrees 37 minutes 21 seconds East 315.00 feet to the point of termination of said centerline.

The location of the easement area is shown on the Exhibit "A" attached hereto and made a part hereof.

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

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

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

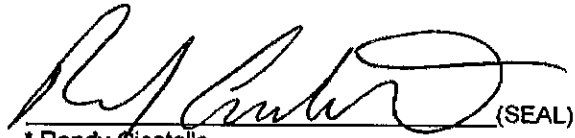
The grantor covenants and agrees that no structures, obstructions or impediments, of whatever kind or nature, which will or might interfere with the full enjoyment and use of the rights herein granted, will be constructed, placed, granted or allowed within the above-defined 20 foot wide strip of land.

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

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

IN WITNESS WHEREOF, the said Time Warner Entertainment Company, L.P. has caused these presents to be signed and its corporate seal to be hereunto affixed this 4th day of December, 2000.

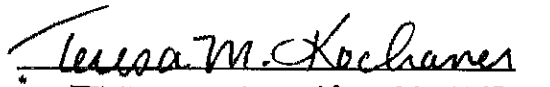
In Presence of:

 (SEAL)
* Randy Cicatello
Vice President of Engineering

* _____ (SEAL)

STATE OF Wisconsin
: SS
Milwaukee COUNTY)

Personally came before me this 4th day of December, 2000, RANDY CICATELLO,
VICE PRESIDENT, and _____ of
the above named corporation, Time Warner Entertainment Company, L.P., known to me to be the persons who executed the
foregoing instrument and to me known to be such VICE PRESIDENT and _____ of said corporation,
and acknowledged that they executed the foregoing instrument as such officers, as the deed of said corporation, by its
authority.


TERESA M. KOCHAVER

Notary Public State of WISCONSIN

My commission expires April 21, 2002

f:\data\winword\gas\willow road\timesmnt.doc

This instrument was drafted by Teresa M. Kochaver on behalf of Wisconsin Electric Power Company, PO Box 2046,
Milwaukee, Wisconsin 53201-2046.

DRAFTED BY: k.r. spaight
DATE: 04/13/90

GREEN BAY RD.

THE NW 1/4 COR OF
SEC. 24-3-22
S 89° 08' 05" E
976.42'

N 16° 37' 57" E
534.86'

N 81° 37' 21" E
66.15'

point of beginning

THE SOUTH LINE OF THE NW 1/4 OF SEC. 24-3-22
THE NORTH LINE OF THE SW 1/4 OF SEC. 24-3-22

60' R/W

60' R/W

S.T.H. "31"

10'
10'

THE E. LINE OF THE SW 1/4 OF THE NW 1/4 OF SEC. 24-3-22
THE W. LINE OF THE SE 1/4 OF THE NW 1/4 OF SEC. 24-3-22

N 81° 37' 21" E
315.00'

20' PERMANENT GAS EASEMENT

WISCONSIN ELECTRIC POWER CO. RIGHT OF WAY

THE WARNER ENTERTAINMENT COMPANY, L.P.

GAS EASEMENT

PART OF THE SW 1/4 AND THE SE 1/4 OF THE NW 1/4 OF SEC. 24,
TOWN 3 NORTH, RANGE 22 EAST, CITY OF RACINE,
RACINE COUNTY, WISCONSIN

SCALE: 1" = 50'



EXHIBIT "A"

DOCUMENT #

1763585

REGISTER'S OFFICE
RACINE COUNTY, WI

**GRANT OF TRANSMISSION
LINE EASEMENT**

RECORDED

2001 MAR 26 AM 9:39

MARK A. LADD
REGISTER OF DEEDS

Document Number

Document Title

This Grant of Transmission Line Easement ("Easement") is made by Wisconsin Electric Power Company, a Wisconsin corporation ("Grantor"), to American Transmission Company LLC, a Wisconsin limited liability company ("Grantee").

Recording Area

Name and Return Address:

Paul G. Hoffman, Esq.

Michael Best & Friedrich LLP

100 East Wisconsin Avenue

Milwaukee, WI 53202-4108

For valuable consideration, the receipt of which is acknowledged, Grantor hereby conveys to Grantee and Grantee's successors and assigns, the right, permission and authority to place, maintain, operate, modify and replace "transmission" line structures of such material as Grantee may select, together with the necessary footings, stub supports and underground accessories, in such locations as may, from time to time, be selected by Grantee upon, along, over and across all that part of the Grantor's premises within the boundaries of the strip of land described on Exhibit A ("Easement Area"). For purposes of this Easement, electrical "transmission" is defined as electrical facilities equal to 50 kV or greater or as otherwise determined by order of the Public Service Commission of Wisconsin. The rights granted to Grantee hereunder are non-exclusive and subject to: existing rights of third parties, Grantor's right to place, maintain, operate, modify and replace distribution facilities within the Easement Area, and Grantor's right to grant to others rights within the Easement Area; provided that none of the foregoing rights interfere with or unduly inconvenience Grantee's exercise of its rights under the Easement. Further, and not in limitation of the foregoing sentence, this grant is made subject to Section 196.485(5)(c)1. of the Wisconsin Statutes as created by 1999 Wis. Act 9 (as may be amended from time to time, and successor and replacement statutes thereto).

The right, permission and authority is also granted to Grantee to string, install, operate, maintain and replace wires and cables on said transmission line structures, supported by the necessary crossarms and appliances, over and across said Easement Area for the purpose of transmitting electric energy.

The right, permission and authority is also conveyed to Grantee to cut down and remove or trim all trees and overhanging branches now or hereafter existing on said strip of land, to cut down and remove brush, and to trim or cut down and remove such trees now or hereafter existing on the premises of the Grantor located outside the Easement Area by falling might interfere with or endanger said transmission lines.

Grantee and its agents shall have the right to enter upon the premises of Grantor adjacent to the Easement Area, if any, as necessary for the purpose of patrolling said lines and exercising the rights herein acquired, but payment shall be made by Grantee for damage, caused by Grantee.

Grantee covenants and agrees to use the Easement Area only in accordance with all applicable laws, ordinances, rules, regulations and requirements of all federal, state and municipal governments.

This Easement shall be binding upon and inure to the benefit of the successors or assigns of both parties hereto, and shall run with the land described on Exhibit A.

This Easement is made as of the 1st day of January, 2001.

GRANTOR:
WISCONSIN ELECTRIC POWER COMPANY,
a Wisconsin corporation

By: Michael James
Name: Michael James
Title: Manager of Property Management

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me this 1st day of December, 2000, the above-named Michael James, as Manager of Property Management of Wisconsin Electric Power Company, a Wisconsin corporation, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Paul M. Bachowski
Name: Paul Bachowski
Notary Public, Wisconsin
My commission expires: July 20, 2003

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

GRANTEE:
AMERICAN TRANSMISSION COMPANY LLC,
a Wisconsin limited liability company
By: ATC Management, Inc., Its Manager

By: Thomas M. Finco
Name: Thomas M. Finco
Title: Manager Real Estate

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 19th day of December, 2000, the above-named Thomas M. Finco, Manager Real Estate of ATC Management Inc., Manager of American Transmission Company LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Marjorie D. Hoffmann
Marjorie D. Hoffmann
Notary Public, Wisconsin
My Commission expires May 16, 2004

→ 4

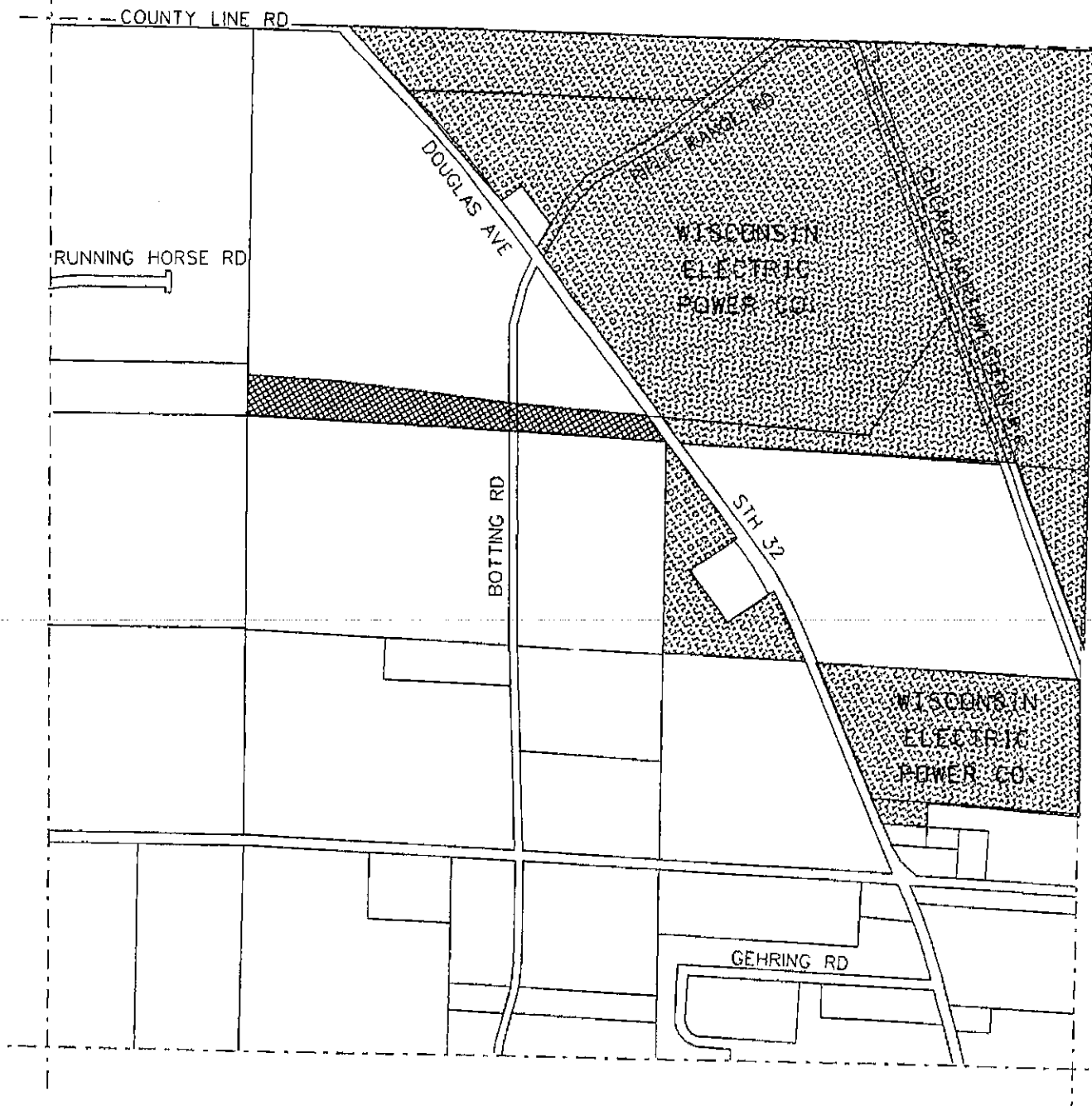
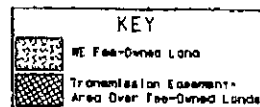


EXHIBIT "A" PAGE 1 OF 25



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REAL ESTATE DEPT.-REDDI REFERENCE INDEX

RACINE COUNTY
TOWN OF CALEDONIA

MAP NUMBER
T.4 N.
R.22 E.
SECTION 1

06-DEC-2000

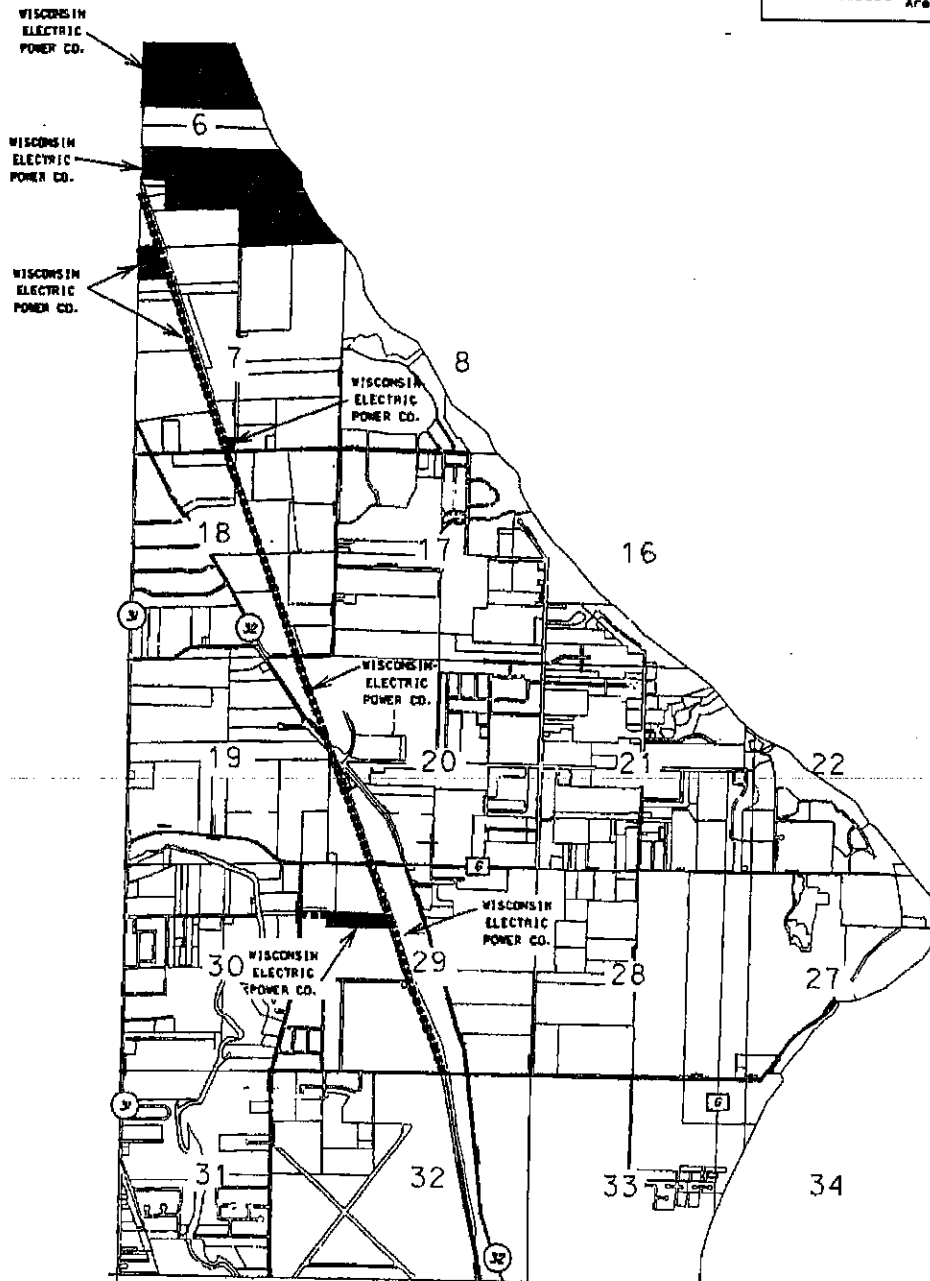


EXHIBIT "A" PAGE 2 OF 25



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REAL ESTATE DEPT.-REDDI REFERENCE INDEX

RACINE COUNTY
TOWN OF CALEDONIA

MAP NUMBER

T. 4 N.
R. 23 E.

06-DEC-2000

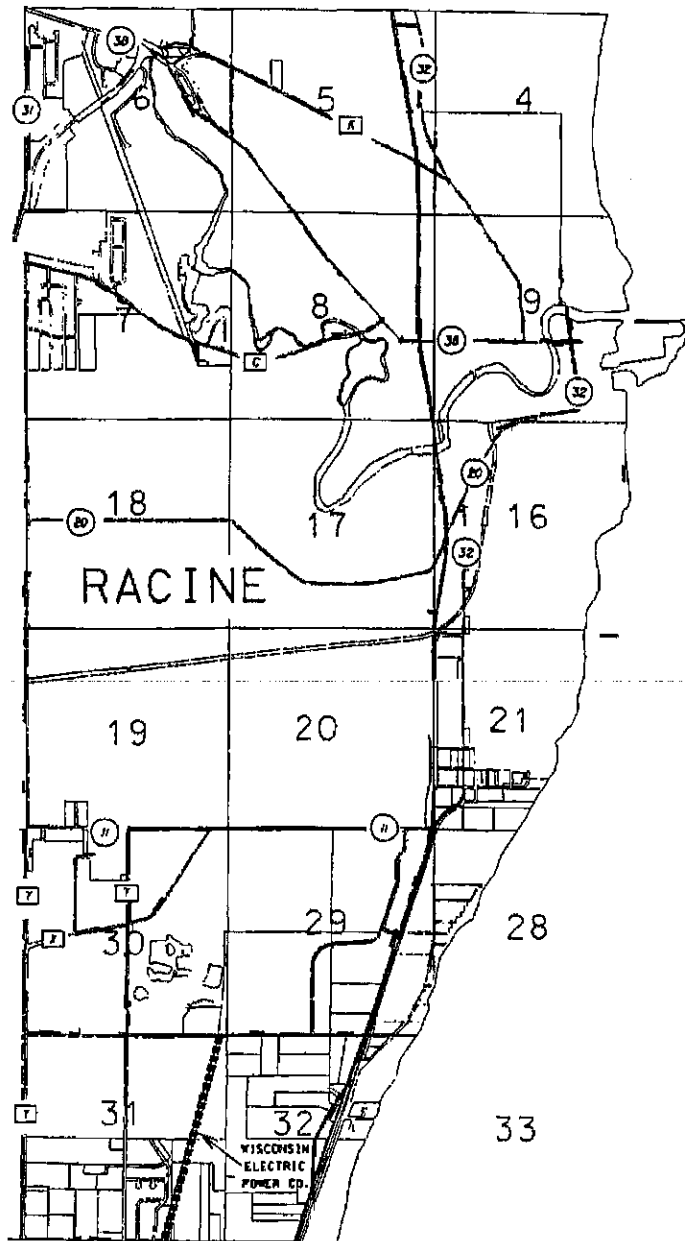
RACINE COUNTY
TOWN OF CALADONIA

TRANSMISSION EASEMENTS WITHIN THE FOLLOWING QUARTER SECTIONS
AS SHOWN ON THE PRECEEDING PAGE.

SW ¼	SECTION 6 TOWNSHIP 4 NORTH, RANGE 23 EAST.
NW ¼ AND SW ¼	SECTION 7 TOWNSHIP 4 NORTH, RANGE 23 EAST.
NE ¼, NW ¼ AND SE ¼	SECTION 18 TOWNSHIP 4 NORTH, RANGE 23 EAST.
NE ¼	SECTION 19 TOWNSHIP 4 NORTH, RANGE 23 EAST.
NW ¼ AND SW 1/4	SECTION 20 TOWNSHIP 4 NORTH, RANGE 23 EAST.
NW ¼ AND SW ¼	SECTION 29 TOWNSHIP 4 NORTH, RANGE 23 EAST



KEY

Transmission Easement-
Area Over Fee-Owned LandsEXHIBIT "A" PAGE 4 OF 25

© WISCONSIN ELECTRIC 2000

REAL ESTATE DEPT.-REDDI REFERENCE INDEX

RACINE COUNTY
T/MT. PLEASANT

MAP NUMBER

T. 3 N.
R. 23 E.

06-DEC-2000

RACINE COUNTY
TOWN OF MT. PLEASANT

VOL PAGE
3142 601

TRANSMISSION EASEMENTS WITHIN THE FOLLOWING QUARTER SECTIONS
AS SHOWN ON THE PRECEEDING PAGE.

NE ¼ AND SE ¼

SECTION 31 TOWNSHIP 3 NORTH, RANGE 23 EAST.

EXHIBIT "A" PAGE 5 OF 25



VOL PAGE
3142 602

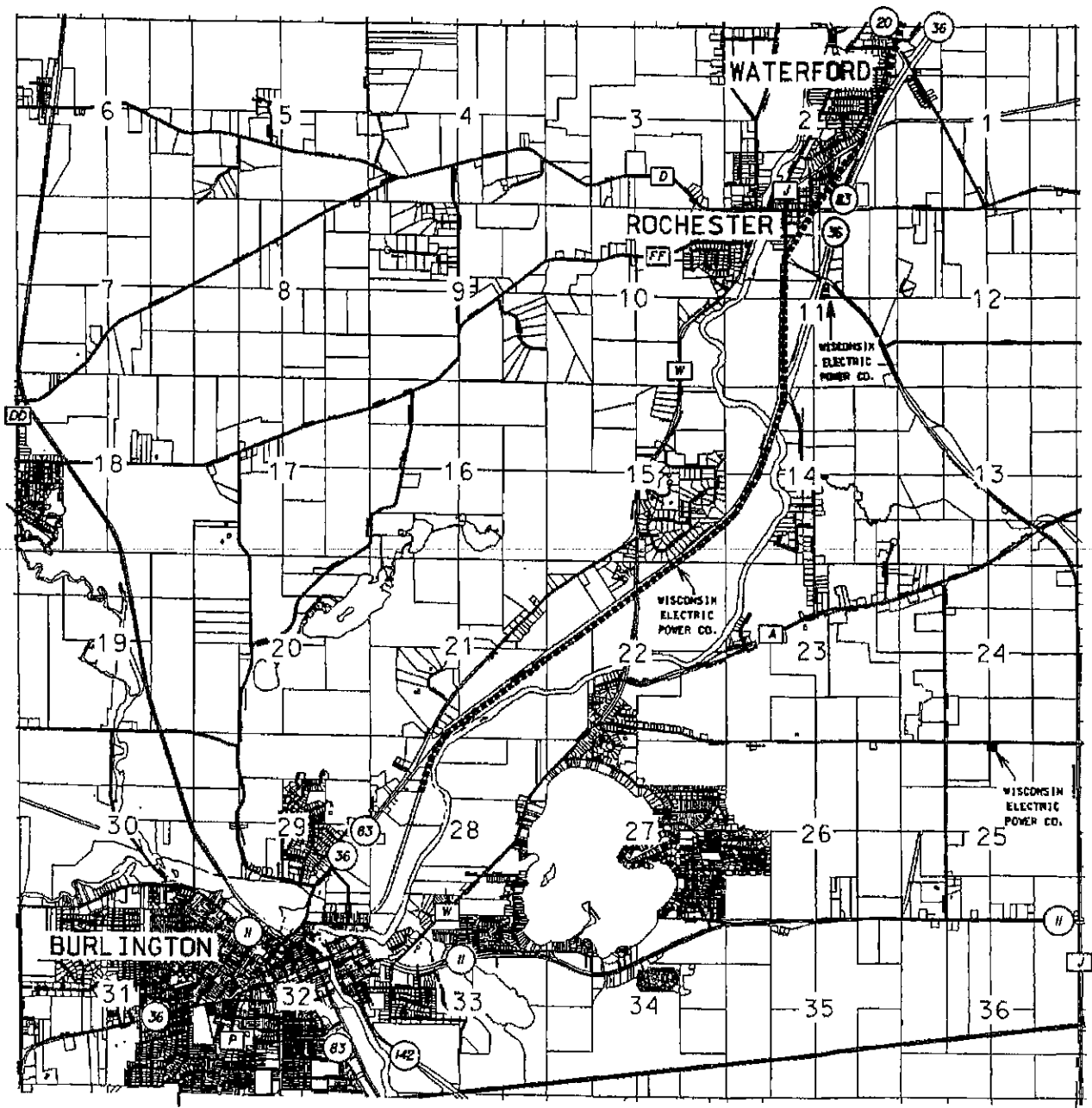


EXHIBIT "A" PAGE 6 OF 25



© WISCONSIN ELECTRIC 2000

REAL ESTATE DEPT.-REDDI REFERENCE INDEX

RACINE COUNTY
T/BURLINGTON T/V/ROCHESTER

MAP NUMBER

T. 3 N.
R. 19 E.

06-DEC-2000

RACINE COUNTY
TOWN OF BURLINGTON
TOWN OF ROCHESTER
VILLAGE OF ROCHESTER

TRANSMISSION EASEMENTS WITHIN THE FOLLOWING QUARTER SECTIONS
AS SHOWN ON THE PRECEEDING PAGE.

NW ¼	SECTION 1 TOWNSHIP 3 NORTH, RANGE 19 EAST.
NE ¼ AND SE ¼	SECTION 2 TOWNSHIP 3 NORTH, RANGE 19 EAST.
NE ¼, NW ¼ AND SW ¼	SECTION 11 TOWNSHIP 3 NORTH, RANGE 19 EAST.
NW ¼ AND SW ¼	SECTION 14 TOWNSHIP 3 NORTH, RANGE 19 EAST.
SW ¼	SECTION 15 TOWNSHIP 3 NORTH, RANGE 19 EAST.
SE ¼ AND SW ¼	SECTION 21 TOWNSHIP 3 NORTH, RANGE 19 EAST
NE ¼, NW ¼ AND SW ¼	SECTION 22 TOWNSHIP 3 NORTH, RANGE 19 EAST
NW ¼	SECTION 28 TOWNSHIP 3 NORTH, RANGE 19 EAST

EXHIBIT "A" PAGE 7 OF 25



KEY

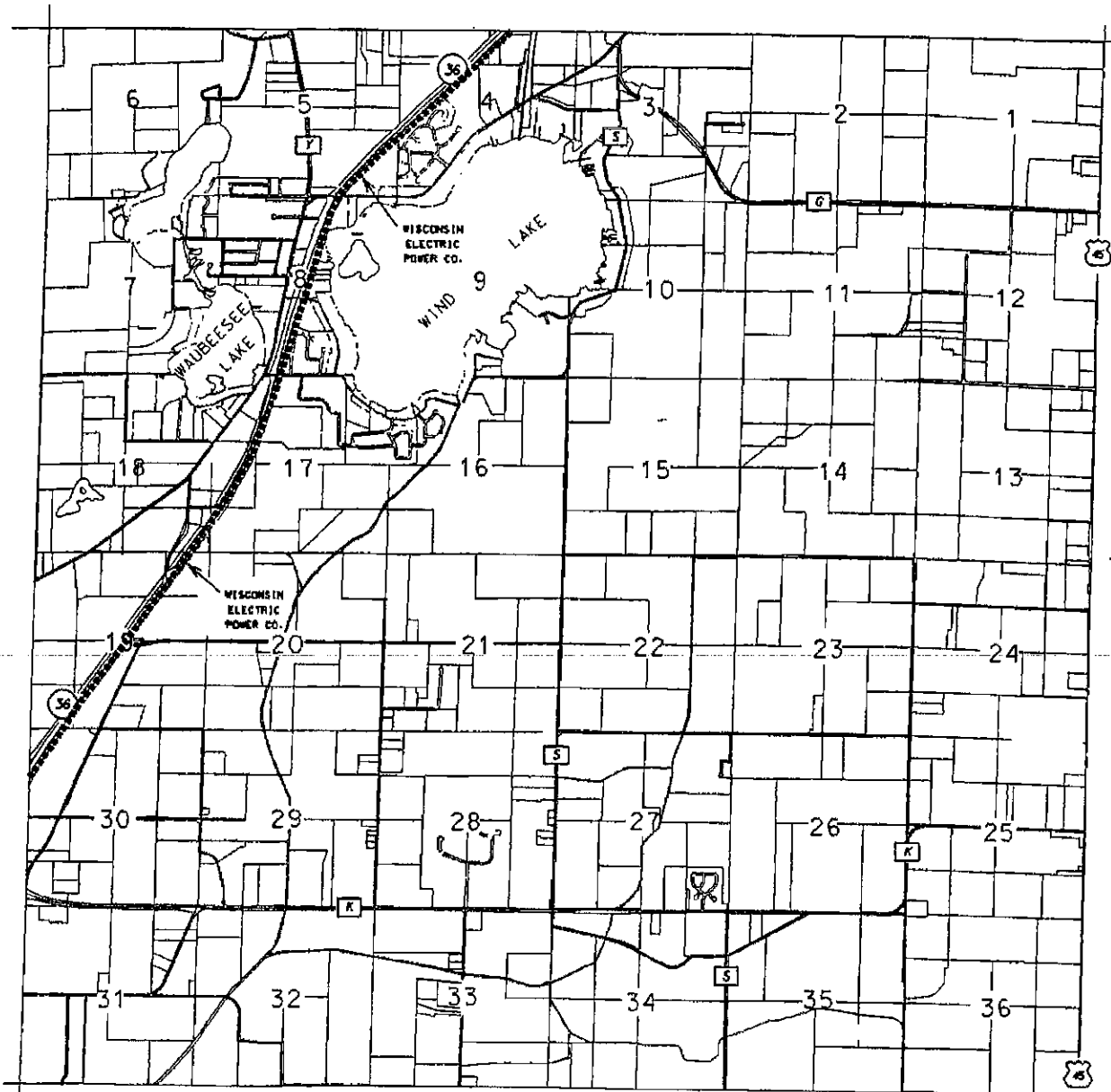
Transmission Easement -
Area Over Fee-Deeded Lands

EXHIBIT "A" PAGE 8 OF 25



©WISCONSIN ELECTRIC 2000

REAL ESTATE DEPT.-REDDI REFERENCE INDEX

RACINE COUNTY
TOWN OF NORWAY

MAP NUMBER

T. 4 N.
R. 20 E.

06-DEC-2000

RACINE COUNTY
TOWN OF NORWAY

VOL PAGE
3142 605

TRANSMISSION EASEMENTS WITHIN THE FOLLOWING QUARTER SECTIONS
AS SHOWN ON THE PRECEEDING PAGE.

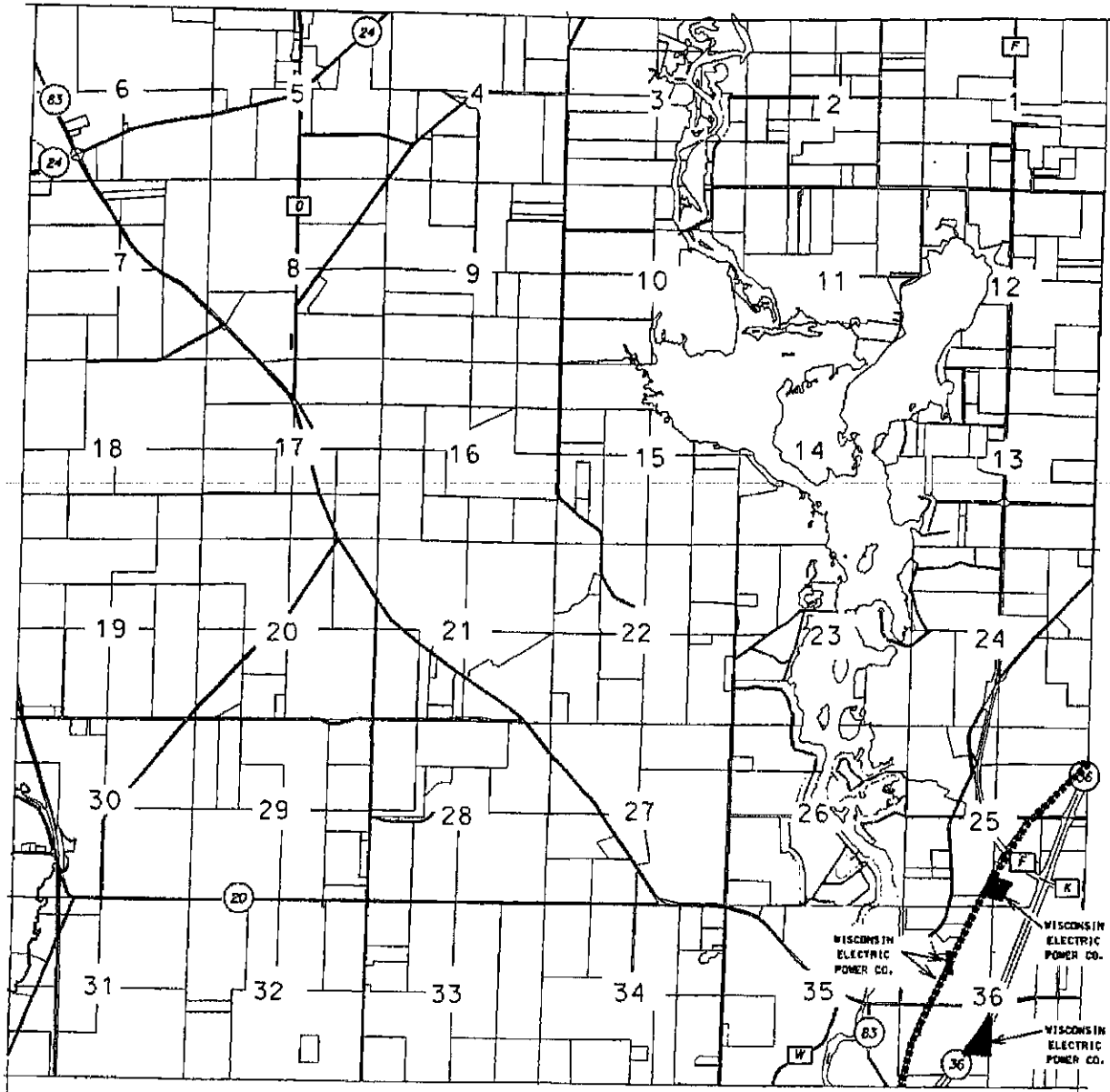
NE ¼, NW ¼ AND SW ¼	SECTION 4 TOWNSHIP 4 NORTH, RANGE 20 EAST.
SE ¼	SECTION 5 TOWNSHIP 4 NORTH, RANGE 20 EAST
NE ¼, SE ¼ AND SW ¼	SECTION 8 TOWNSHIP 4 NORTH, RANGE 20 EAST.
NW ¼ AND SW 1/4	SECTION 17 TOWNSHIP 4 NORTH, RANGE 20 EAST.
SE ¼	SECTION 18 TOWNSHIP 4 NORTH, RANGE 20 EAST
NE ¼ AND SW ¼	SECTION 19 TOWNSHIP 4 NORTH, RANGE 20 EAST
NW ¼	SECTION 30 TOWNSHIP 4 NORTH, RANGE 20 EAST

EXHIBIT "A" PAGE 9 OF 25



KEY

Transmission Easement -
Area Over Fee-Owned Lands

EXHIBIT "A" PAGE 10 OF 25

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REAL ESTATE DEPT.-REDDI REFERENCE INDEX

RACINE COUNTY
T/WATERFORD V/WATERFORD

MAP NUMBER

T. 4 N.
R. 19 E.

RACINE COUNTY
TOWN OF WATERFORD
VILLAGE OF WATERFORD

TRANSMISSION EASEMENTS WITHIN THE FOLLOWING QUARTER SECTIONS
AS SHOWN ON THE PRECEEDING PAGE.

SE ¼ AND SW ¼	SECTION 25 TOWNSHIP 4 NORTH, RANGE 19 EAST.
NW ¼ AND SW ¼	SECTION 36 TOWNSHIP 4 NORTH, RANGE 19 EAST.

EXHIBIT "A" PAGE 11 OF 25



VOL PAGE
3142 608

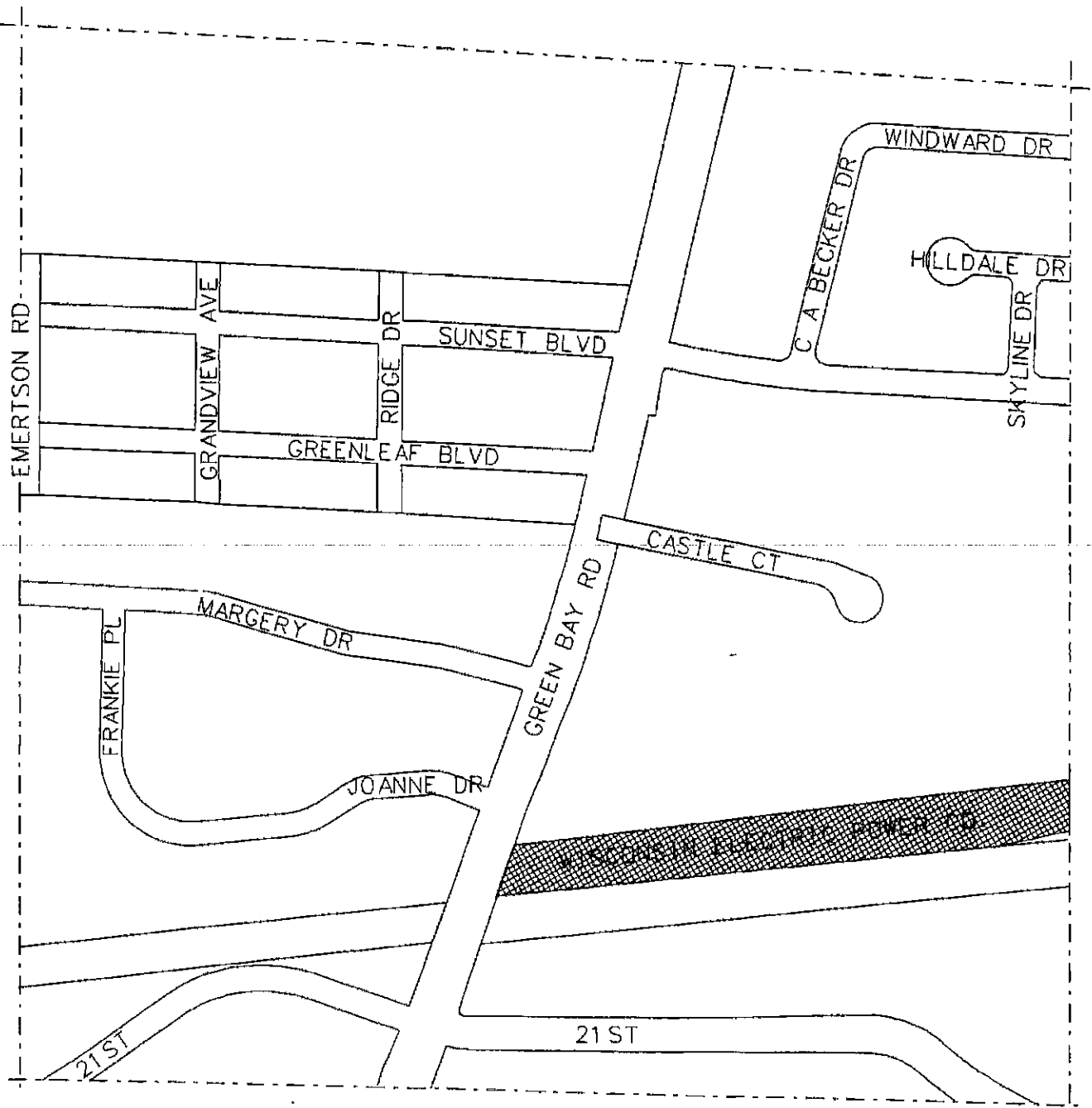
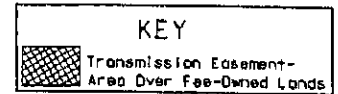


EXHIBIT "A" PAGE 12 OF 25



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REAL ESTATE DEPT.-REDDI REFERENCE INDEX

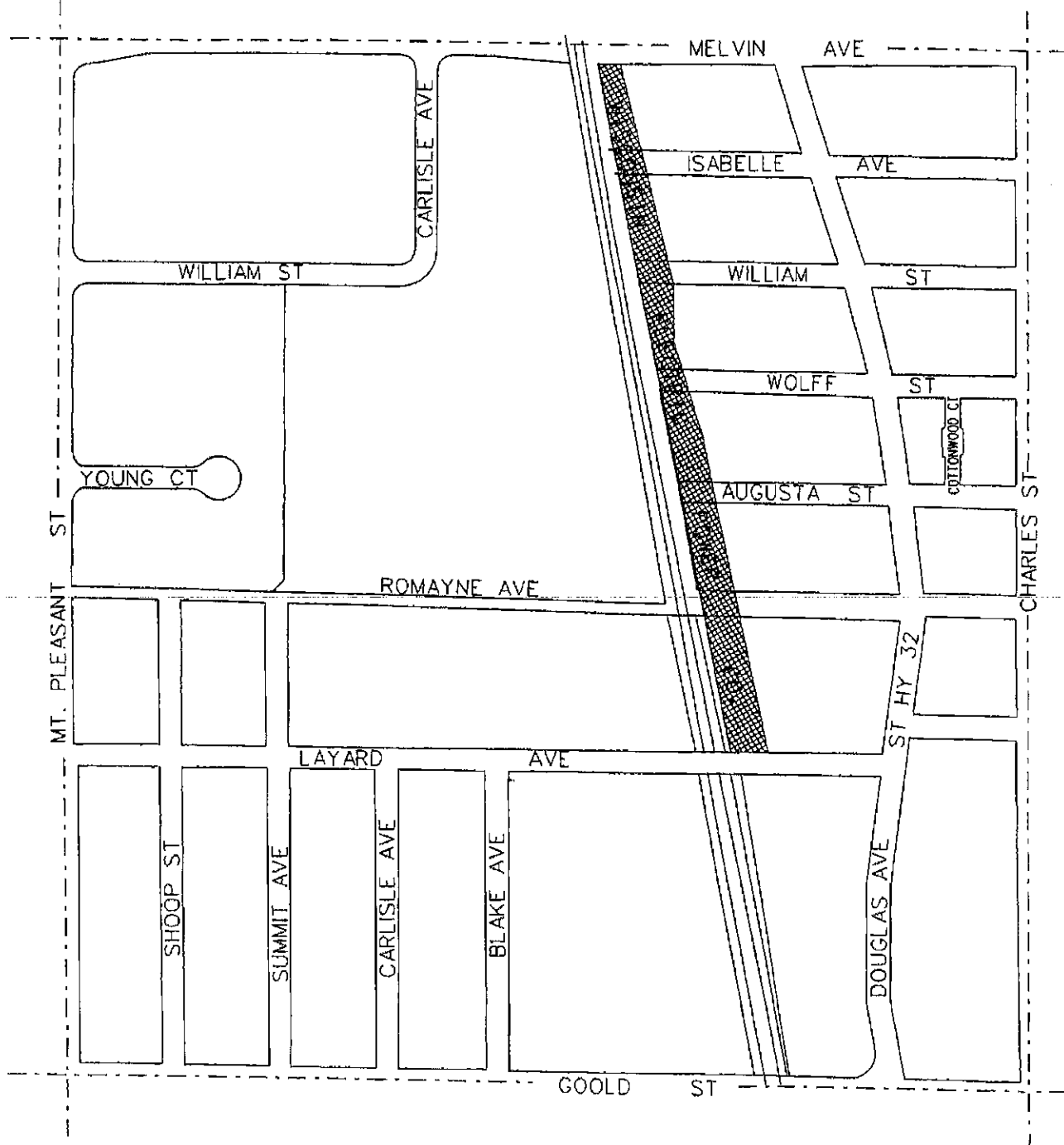
RACINE COUNTY
CITY OF RACINE

MAP NUMBER
T. 3 N.
R. 22 E.
SEC. 24 N.W. 1/4



KEY

 Transmission Easement-
Area Over Fee-Owned Lands

EXHIBIT "A" PAGE 13 OF 25WISCONSIN
ELECTRIC

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REAL ESTATE DEPT.-REDDI REFERENCE INDEX


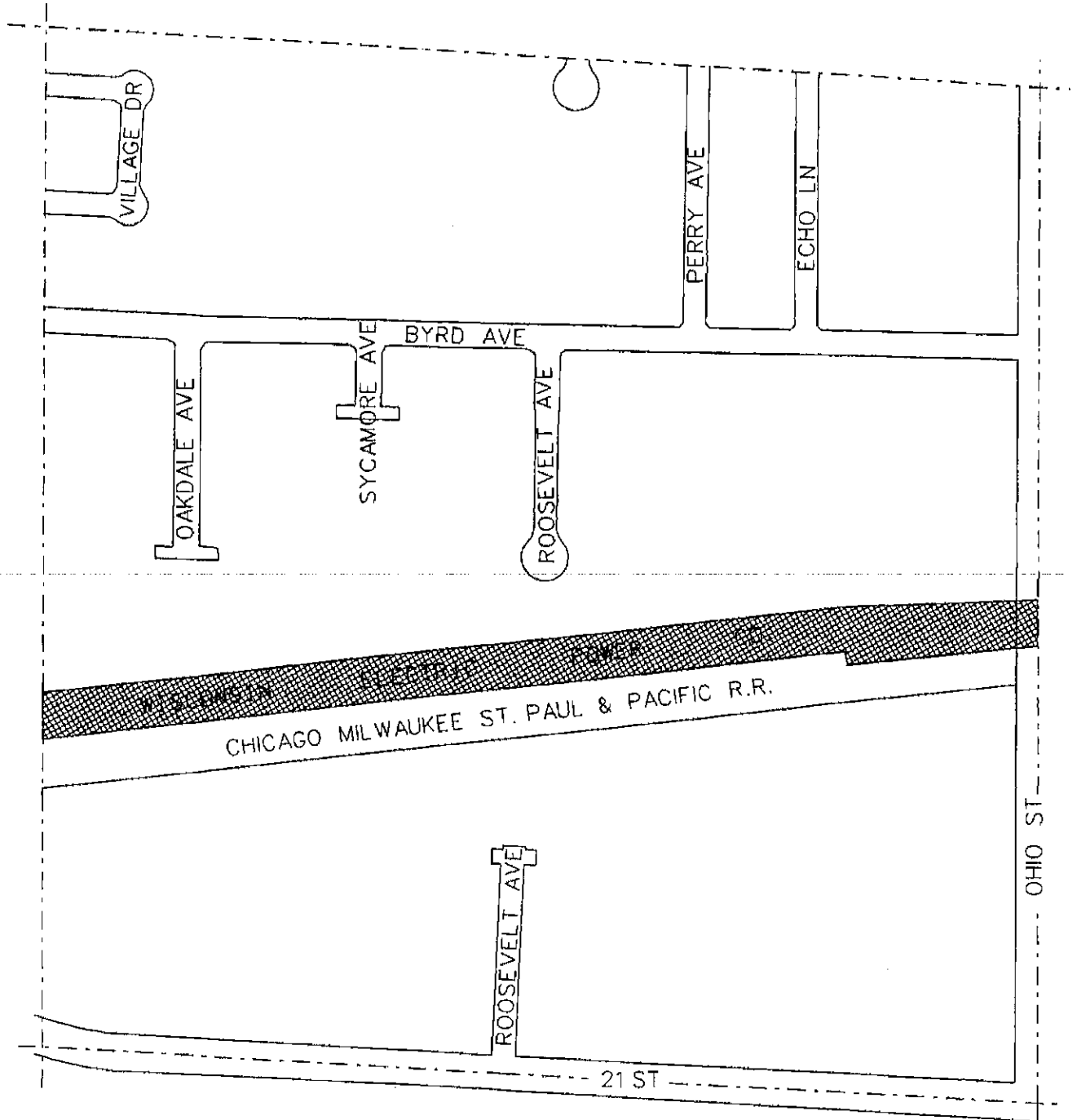
RACINE COUNTY
CITY OF RACINE

MAP NUMBER
T. 3 N.
R. 23 E.
SEC. 5 N.E. 1/4

05-DEC-2000



KEY

 Transmission Easement-
Area Over Fee-Owned LandsEXHIBIT "A" PAGE 14 OF 25

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REAL ESTATE DEPT.-REDDI REFERENCE INDEX

RACINE COUNTY
CITY OF RACINEMAP NUMBER
T. 3 N.
R. 22 E.
SEC. 24 N.E. 1/4

05-DEC-2000



KEY


 Transmission Easement-
Area Over Fee-Owned Lands

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ELECTRIC

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REAL ESTATE DEPT.-REDDI REFERENCE INDEX

RACINE COUNTY
CITY OF RACINE

MAP NUMBER

T. 4 N.

R. 23 E.

SEC. 32 N.E. 1/4

05-050-2000



VOL PAGE
3142 612

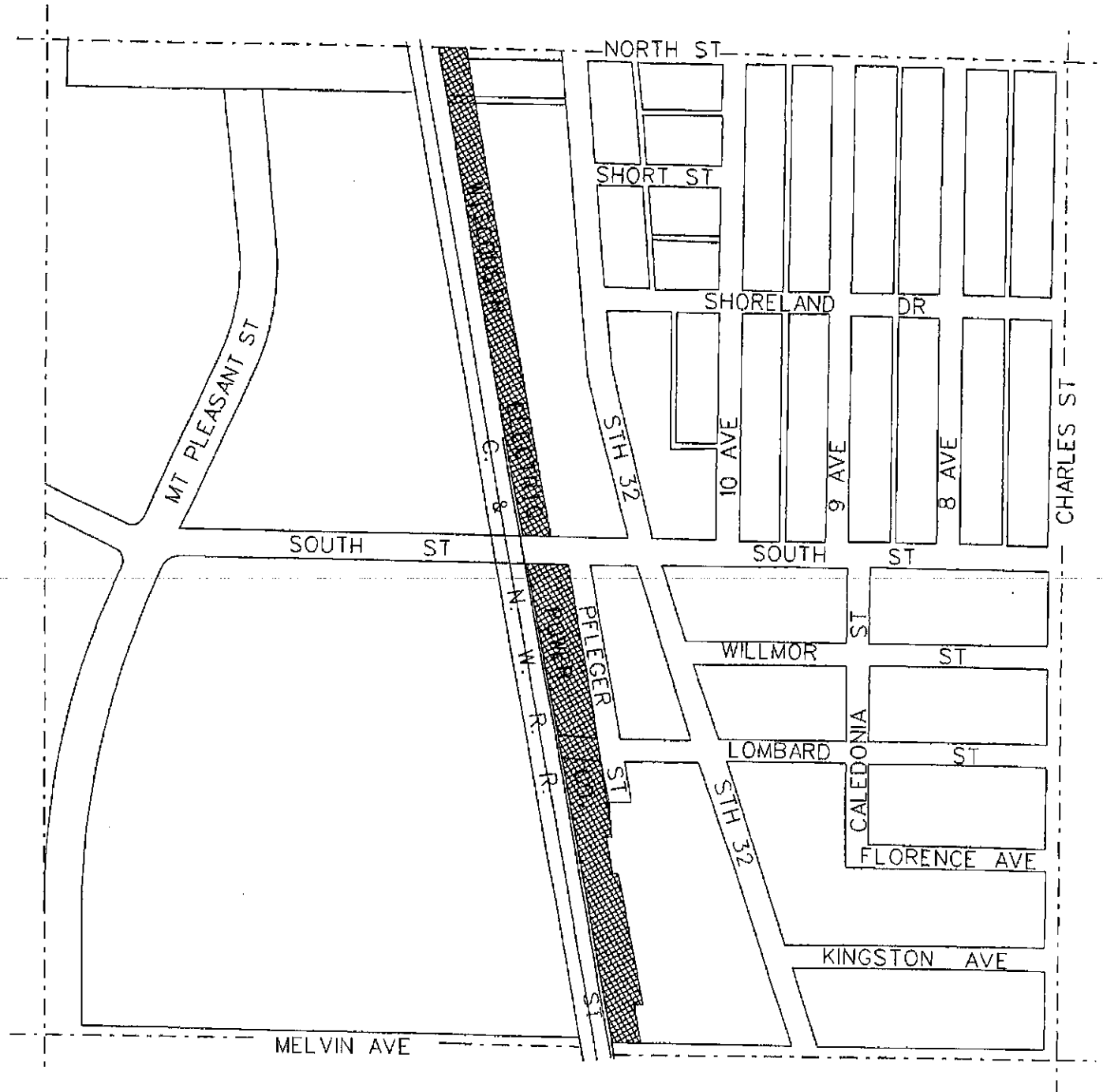
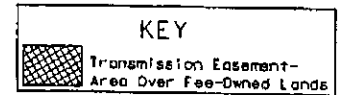


EXHIBIT "A" PAGE 16 OF 25



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REAL ESTATE DEPT.-REDDI REFERENCE INDEX

RACINE COUNTY
CITY OF RACINE

MAP NUMBER
T. 4 N.
R. 23 E.
SEC. 32 S.E. 1/4



VOL PAGE
3142 613

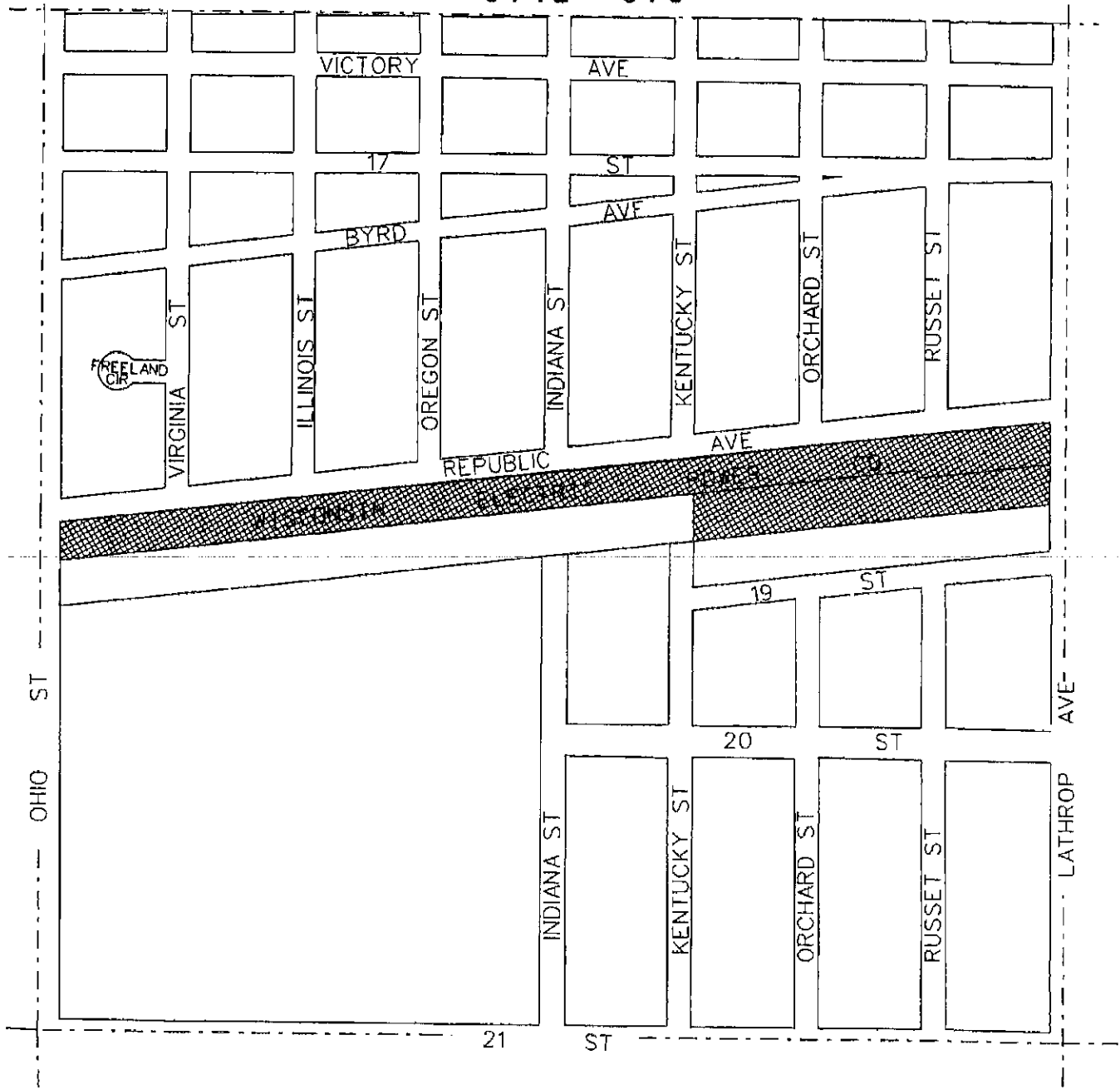
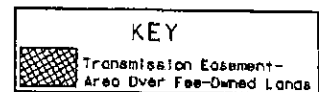


EXHIBIT "A" PAGE 17 OF 25



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REAL ESTATE DEPT.-REDDI REFERENCE INDEX

RACINE COUNTY
CITY OF RACINE

MAP NUMBER
T. 3 N.


R. 23 E.

SEC. 19 N.W. 1/4

05-DEC-2000



KEY

 Transmission Easement-
Area Over Fee-Owned Lands

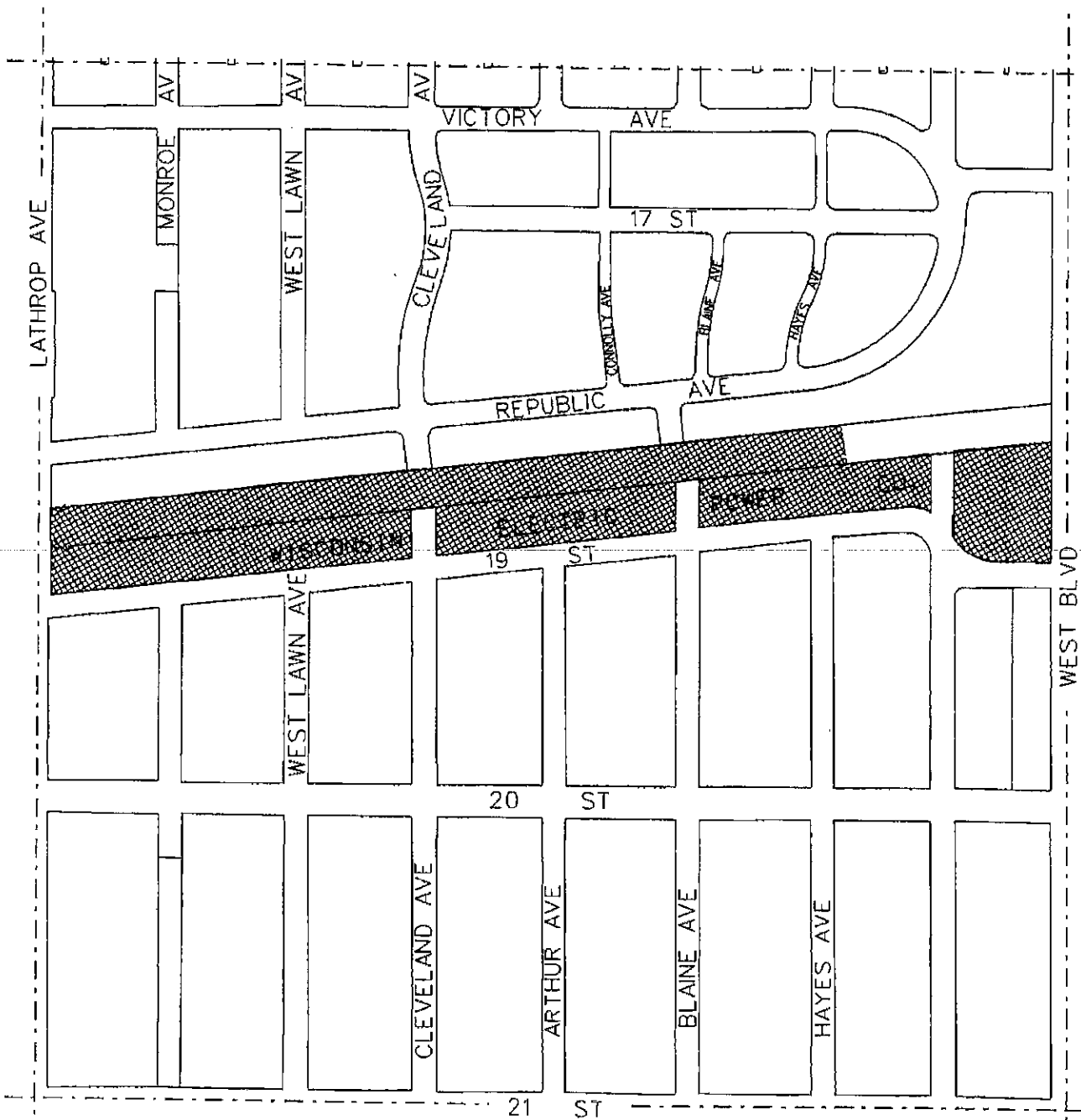


EXHIBIT "A" PAGE 18 OF 25

WISCONSIN
ELECTRIC

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REAL ESTATE DEPT.-REDDI REFERENCE INDEX

RACINE COUNTY
CITY OF RACINEMAP NUMBER
T. 3 N.

R. 23 E.

SEC. 19 N.E. 1/4

05-DEC-2000



VOL PAGE
3142 615

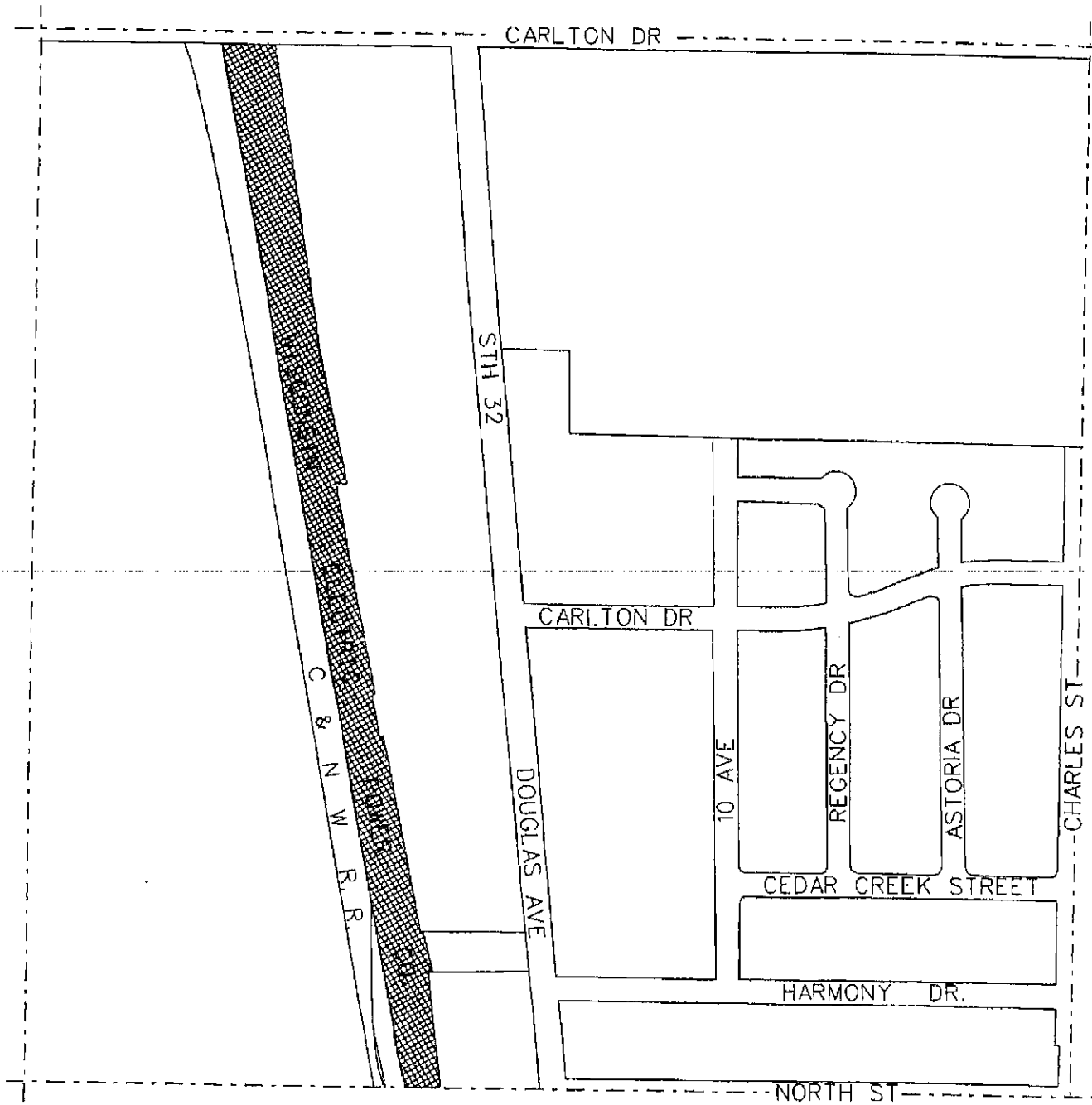
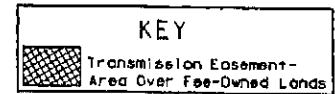


EXHIBIT "A" PAGE 19 OF 25



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REAL ESTATE DEPT.-REDDI REFERENCE INDEX

RACINE COUNTY
CITY OF RACINE

MAP NUMBER
T. 4 N.
R. 23 E.
SEC. 32 N.E. 1/4

05-DE C-2000



VOL PAGE
3142 616

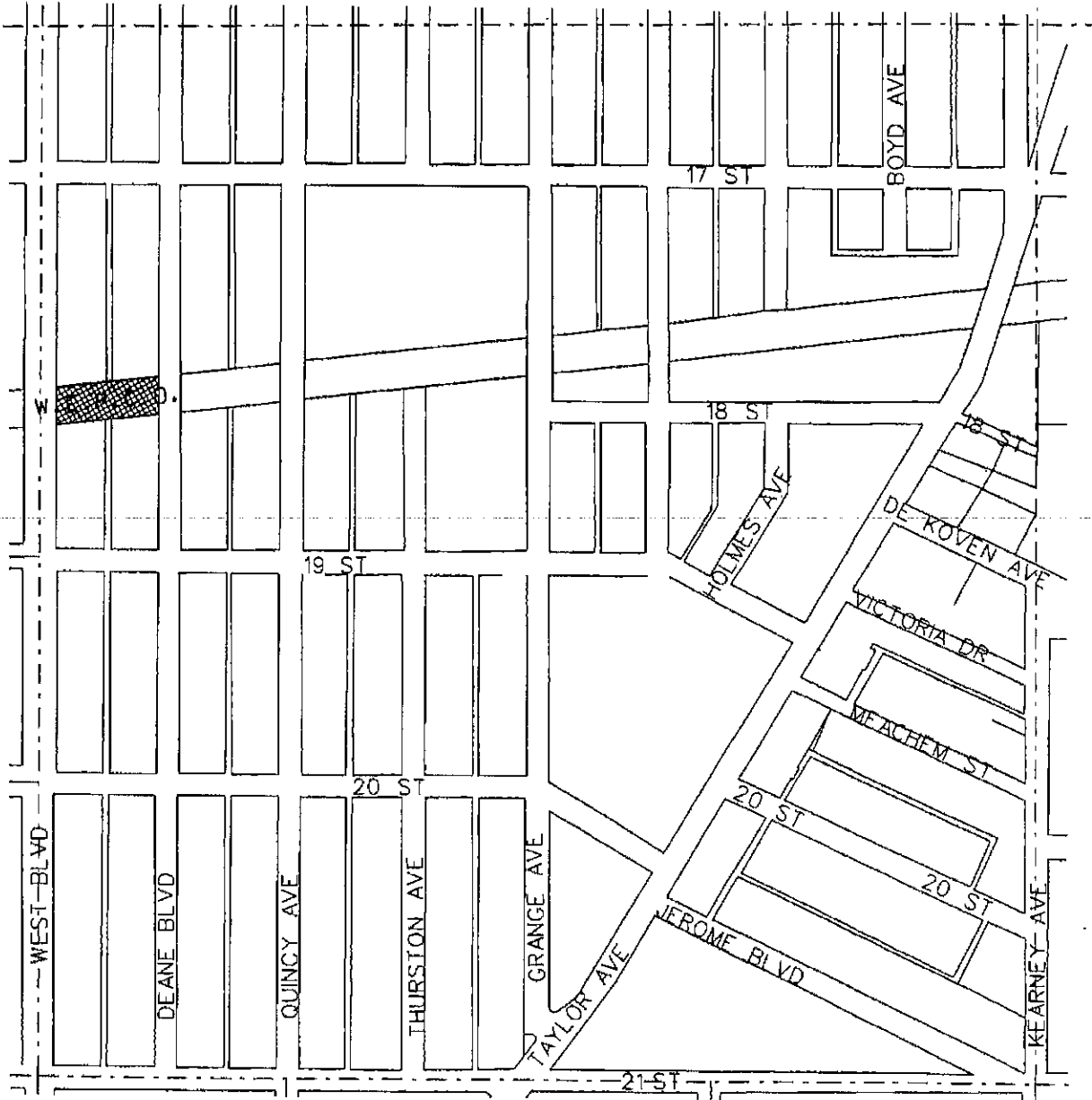
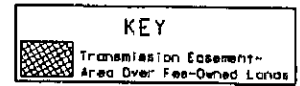


EXHIBIT "A" PAGE 20 OF 25

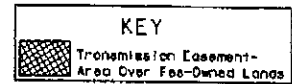


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REAL ESTATE DEPT.-REDDI REFERENCE INDEX

RACINE COUNTY
CITY OF RACINE

MAP NUMBER
T.3 N.
R. 23 E.
SEC.20 N.W. 1/4



VOL PAGE
3142 617

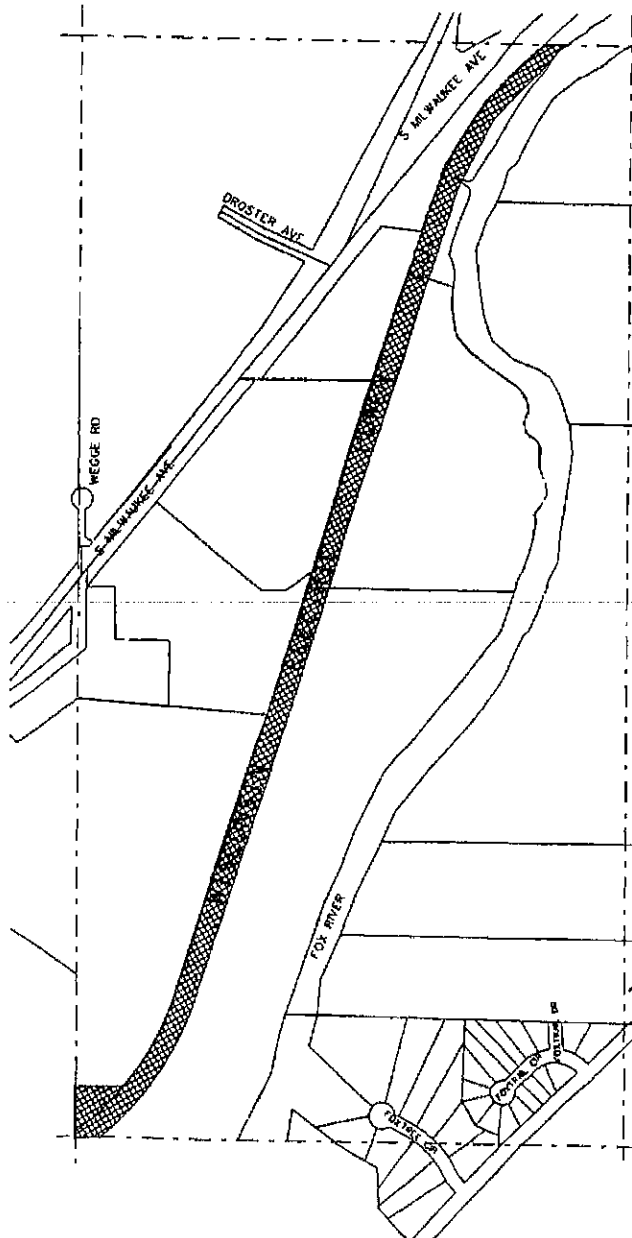


EXHIBIT "A" PAGE 21 OF 25



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REAL ESTATE DEPT.-REDDI REFERENCE INDEX

RACINE COUNTY
CITY OF BURLINGTON

MAP NUMBER
T.3 N.
R.19 E.
SEC.28 .W.1/2

06-DEC-2000

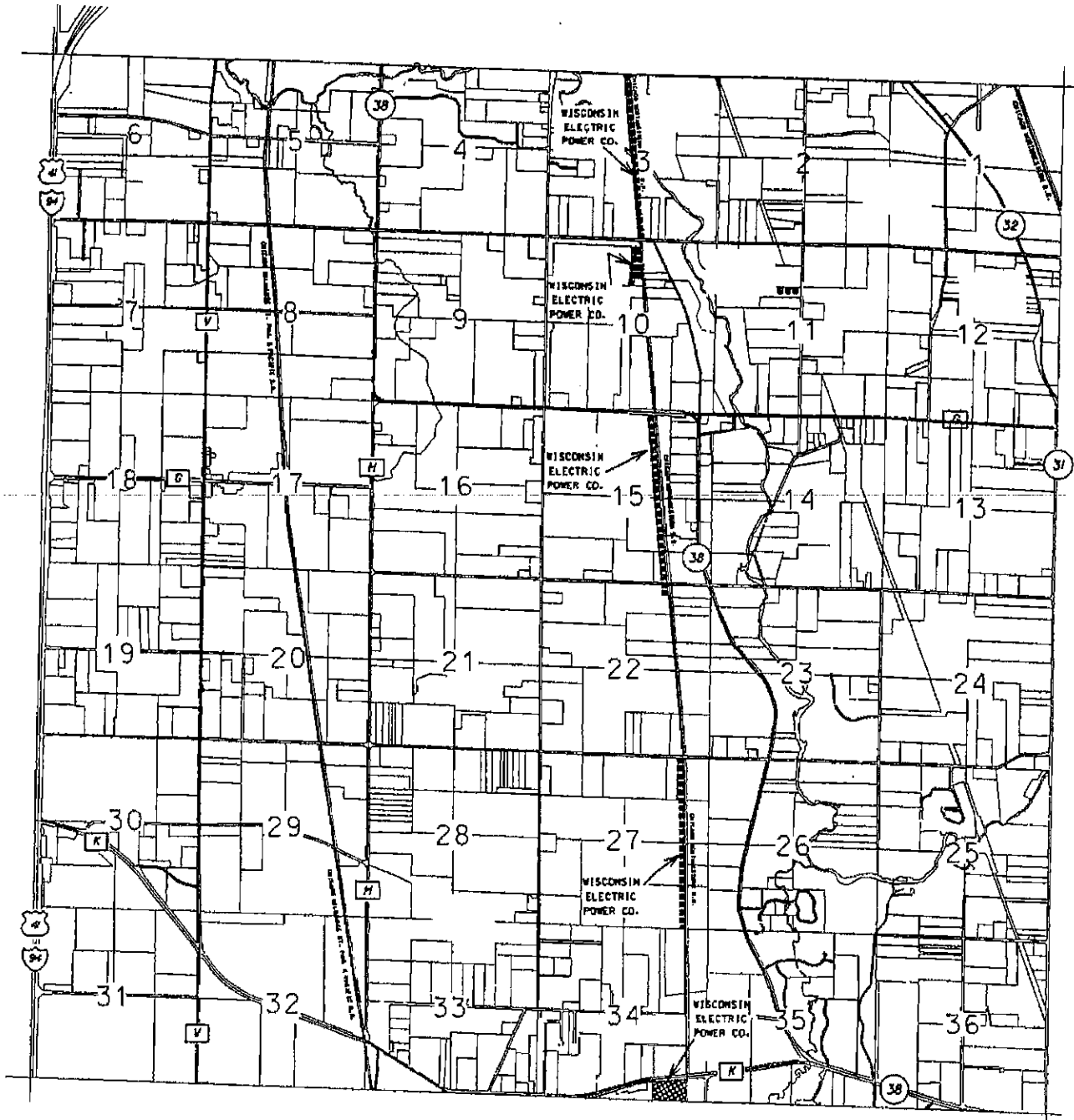


EXHIBIT "A" PAGE 22 OF 25



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REAL ESTATE DEPT.-REDDI REFERENCE INDEX

RACINE COUNTY
TOWN OF CALEDONIA

MAP NUMBER

T. 4 N.
R. 22 E.

RACINE COUNTY
TOWN OF CALEDONIA

TRANSMISSION EASEMENTS WITHIN THE FOLLOWING QUARTER SECTIONS
AS SHOWN ON THE PRECEEDING PAGE.

SE ¼ AND SW ¼	SECTION 3 TOWNSHIP 4 NORTH, RANGE 22 EAST.
NE ¼ AND NW ¼	SECTION 10 TOWNSHIP 4 NORTH, RANGE 22 EAST.
NE ¼ AND SE ¼	SECTION 15 TOWNSHIP 4 NORTH, RANGE 22 EAST.
NE ¼	SECTION 22 TOWNSHIP 4 NORTH, RANGE 22 EAST.
NE ¼ AND SE ¼	SECTION 27 TOWNSHIP 4 NORTH, RANGE 22 EAST.
SE ¼	SECTION 34 TOWNSHIP 4 NORTH, RANGE 22 EAST.

A 60 foot easement strip across the Easterly 60 feet of the parcel of land highlighted in the SE ¼ of section 34.

EXHIBIT "A" PAGE 23 OF 25

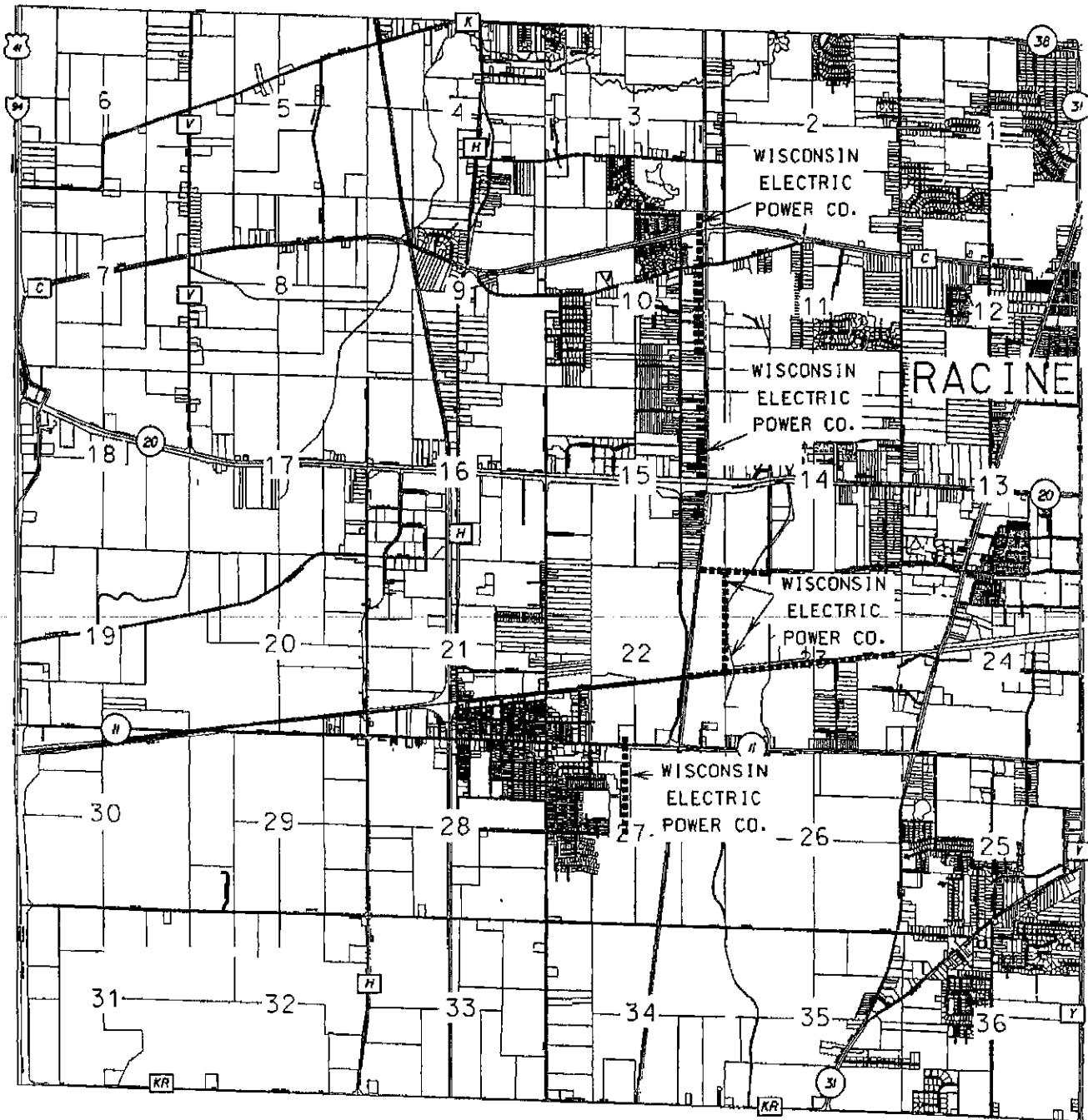


EXHIBIT "A" PAGE 24 OF 25



REAL ESTATE DEPT.-REDDI REFERENCE INDEX

RACINE COUNTY
V. STURTEVANT / T. MT. PLEASANT

MAP NUMBER
T. 3 N.
R. 22 E.

RACINE COUNTY
TOWN OF MOUNT PLEASANT
VILLAGE OF STURTEVANT

TRANSMISSION EASEMENTS WITHIN THE FOLLOWING QUARTER SECTIONS
AS SHOWN ON THE PRECEEDING PAGE.

NE ¼ AND SE ¼	SECTION 10 TOWNSHIP 3 NORTH, RANGE 22 EAST.
NE ¼ AND SE ¼	SECTION 15 TOWNSHIP 3 NORTH, RANGE 22 EAST.
NE ¼, SE ¼ AND SW ¼	SECTION 22 TOWNSHIP 3 NORTH, RANGE 22 EAST.
NW ¼ AND SW ¼	SECTION 23 TOWNSHIP 3 NORTH, RANGE 22 EAST.
NW ¼	SECTION 27 TOWNSHIP 3 NORTH, RANGE 22 EAST.

EXHIBIT "A" PAGE 25 OF 25



VOL PAGE
3565 145-146

REGISTER'S OFFICE
RACINE COUNTY, WI

Document Number
PERMANENT LIMITED EASEMENT

Exempt from fee: s.77.25(2r) Wis. Stats.
PA3043 (DT1552) 88

THIS EASEMENT, made by Time Warner Cable of
Southeastern Wisconsin, L.P.

GRANTOR, conveys a permanent limited easement as described below to the
Racine County GRANTEE, for the sum of

(\$)
for the purpose of installing a 12-inch stormsewer

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal Description

RECORDED

2002 NOV -4 PM 3:11

MARK A. LADD
REGISTER OF DEEDS

B-

This space is reserved for recording data

Return to

Racine County Public Works Dept.
14200 Washington Avenue
Sturtevant, WI 53177

Parcel Identification Number/Tax Key Number

276-000023875-005

Drainage Easement: The Grantors hereby grant a permanent easement and right-of-way for access to, construction of and maintenance of a 12-inch stormsewer line on the lands described as follows:

See Attached Sheet

John F. Herbert VP-FINANCE
John F. Herbert
(Signature)
(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

May 16, 2002
(Date)

State of Wisconsin

Milwaukee County

On the above date, this instrument was acknowledged by me by the named person(s).



Kaylene Engel
(Signature, Notary Public, State of Wisconsin)
Kaylene Engel
(Print or Type Name, Notary Public, State of Wisconsin)

10/16/05

(Date Commission Expires)

Project ID _____ This instrument was drafted by Racine County D.P.W. Parcel No. _____

**LEGAL DESCRIPTION OF A 20 FOOT WIDE STORM
SEWER EASEMENT NEAR THE NORTHEAST CORNER
OF THE TIME WARNER ENTERTAINMENT COMPANY
PROPERTY**

That part of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, described as follows: commence at the Center of said Section 24; run thence N87°08'06"W 162.33 feet; thence N00°19'53"E 196.94 feet; thence N89°40'07"W 489.97 feet; thence N00°19'53"E 197.23 feet; thence N06°22'46"W 287.08 feet; thence S83°37'14"W 37.30 feet to the point of beginning of the centerline of a 20 foot wide storm sewer easement as measured normal to the following described centerline and lying within the exterior boundaries of the of lands recorded in Volume 29922 on page 694; thence S60°44'46"W 62.08 feet to the point of termination.

Said parcel contains 0.029 acres, more or less.

DOCUMENT #
1571610

VOL 10 PAGE
2616 . 969-975

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

97 MAR 10 PM 12:58

MARK A. LADD
REGISTER OF DEEDS

Document Number

Document Title

Site Name TCI Racine

Site I.D. 513A

MEMORANDUM OF LEASE
Site Lease Acknowledgement

This memorandum evidences a written Site Lease Acknowledgement dated November 14, 1996, between TCI of Racine, Inc. ("Owner") and Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), the terms and conditions of which are incorporated herein by reference.

The Site Agreement provides in part that Owner leases to SSLP a certain site ("Site") located at 5812 21st Street, City of Racine, County of Racine, State of Wisconsin,

which is shown as "Parcel A" on the Site Survey, attached hereto as Exhibit A, and which is further described as "Parcel A" on Exhibit "A" attached hereto, together with a grant of easement for unrestricted rights of ingress and egress thereto, and to electric and telephone facilities, over the land which are shown as "Parcel B" and "Parcel C" on the Site Survey, attached hereto as Exhibit "A", and which are further described as "Parcel B" and "Parcel C" on Exhibit A, for a term of five (5) years commencing on December 1, 1996 which term is subject to one (1) additional five (5) year extension period at the option of SSLP.

Recording Area

Name and Return Address

Richard J. Oldenburg
Sprint Spectrum L.P.
1233 North Mayfair Road, Suite 301
Milwaukee, WI 53226

276-0000-23875-005

Parcel Identification Number (PIN)

IN WITNESS WHEREOF, the parties have executed this Memorandum on this 6TH day of FEBRUARY, 1997

"OWNER"

TCI of Racine, Inc.

By: Russell F. Anthony (Seal)

Name: RUSSELL F. ANTHONY

Title: REGIONAL V.P.

By: _____ (Seal)

Name: _____

Title: _____

"SSLP"

Sprint Spectrum L.P.,
a Delaware limited partnership

By: JOHNNY R. CRAWFORD (Seal)

Name: JOHNNY R. CRAWFORD
AREA MANAGER -

Title: Director of Engineering & Operations, Milwaukee

STATE OF WISCONSIN

)
) SS.

MILWAUKEE COUNTY

Personally came before me, this 6th day of FEBRUARY, 1997 the above named JOHNNY R. CRAWFORD the AREA MANAGER, ENG & OPG of Sprint Spectrum L.P., to me known to be such person who executed the foregoing instrument and acknowledged that he/she executed the same on behalf of Sprint Spectrum L.P., by its authority.

Richard J Oldenburg
Notary Public, State of Wisconsin
My Commission Expires: AUG. 20, 2000
Richard J Oldenburg

STATE OF Michigan

)
)
)

Eaton acting in COUNTY
Ingham

Personally came before me, this 27th day of January, 1997, the above named Russell F. Anthony the Regional V.P. of TCF of Racine, Inc. to me known to be the person who executed the foregoing instrument and acknowledged that he/she executed same on behalf of TCF of Racine, Inc. by its authority.

John Paul Gardner
Notary Public, State of Michigan
My Commission Expires: 12-17-99

JOHN PAUL GARDNER
NOTARY PUBLIC - EATON COUNTY, MI
MY COMMISSION EXPIRES 12/17/99

This document was drafted by:

Richard J. Oldenburg
Property Specialist

A part of the Northwest Quarter (NW¼) of Section Twenty-Four (24), Township Three (3) North, Range Twenty-Two (22) East, City of Racine, Racine County, Wisconsin containing 400 square feet (0.009 acres) of land and being described by:

Commencing at the Center of said Section 24; thence N89°-08'-05"W 664.00 feet along the South line of the NW¼ of said Section 24; thence N00°-51'-55"E 250.98 feet to a point in the North line of 21st Street and the Southeast Corner of land as described in Volume 1099 Page 142, Document No. 887037 of Racine County Records; thence Westerly 220.89 feet along said North line and the arc of a curve to the left, having a radius of 1423.70 feet and a chord of which bears N87°-06'-55"W (Recorded as S85°-13'-26"E) 220.67 feet; thence S88°-26'-24"W (Recorded as S89°-40'-07"E) 105.70 feet along said North line; thence N01°-33'-36"W 181.05 feet to the true point of beginning; thence S82°-14'-00"W 20.00 feet; thence N07°-46'-00"W 20.00 feet; thence N82°-14'-00"E 20.00 feet; thence S07°-46'-00"E 20.00 feet to the true point of beginning; being subject to any and all easements and restrictions of record.

**PARCEL B
20 FOOT WIDE UTILITY AND INGRESS/EGRESS EASEMENT**

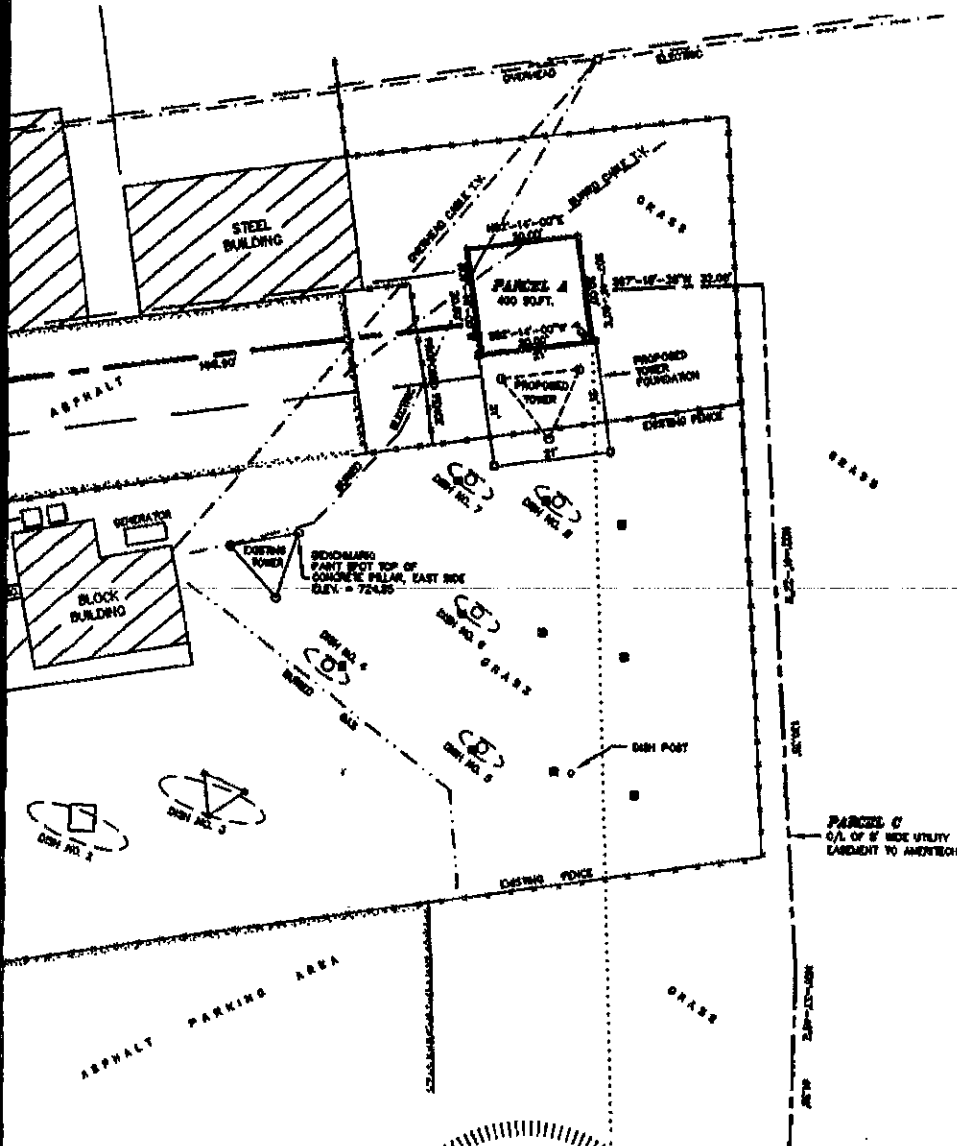
A 20 foot wide Utility and Ingress/Egress Easement being a part of the Northwest Quarter (NW¼) of Section Twenty-Four (24), Township Three (3) North, Range Twenty-Two (22) East, City of Racine, Racine County, Wisconsin containing 6726 square feet (0.154 acres) of land and being 10 feet either side of and parallel to a line described by:

Commencing at the Center of said Section 24; thence N89°-08'-05"W 664.00 feet along the South line of the NW¼ of said Section 24; thence N00°-51'-55"E 250.98 feet to a point in the North line of 21st Street; thence Westerly 220.89 feet along said North line and the arc of a curve to the left, having a radius of 1423.70 feet, and a chord of which bears N87°-06'-55"W 220.67 feet; thence S88°-26'-24"W 279.00 feet along said North line to the point of beginning; thence N06°-45'-28"W 167.38 feet; thence N82°-16'-06"E 168.90 feet to a point in the West line of afore described PARCEL A and point of termination.

**PARCEL C
5 FOOT WIDE UTILITY EASEMENT TO AMERITECH**

A 5 foot wide Utility Easement being a part of the Northwest Quarter (NW¼) of Section Twenty-Four (24), Township Three (3) North, Range Twenty-Two (22) East, City of Racine, Racine County, Wisconsin containing 1119 square feet (0.026 acres) of land and being 2.50 feet either side of and parallel to a line described by:

Commencing at the Center of said Section 24; thence N89°-08'-05"W 664.00 feet along the South line of the NW¼ of said Section 24; thence N00°-51'-55"E 250.98 feet to a point in the North line of 21st Street; thence Westerly 220.89 feet along said North line and the arc of a curve to the left, having a radius of 1423.70 feet, and a chord of which bears N87°-06'-55"W 220.67 feet; thence S88°-26'-24"W 75.46 feet along said North line to the point of beginning; thence N01°-33'-48"E 61.39 feet; thence N02°-41'-22"W 130.35 feet; thence S87°-18'-38"W 32.09 feet to a point in the East line of afore described PARCEL A and point of termination.



SURVEYOR'S CERTIFICATE

I, Anthony P. Lulloff, Wisconsin Registered Land Surveyor of Aero-Metric, Incorporated, certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

and this 28th day of June, 1996.

Anthony P. Lulloff
REGISTERED LAND SURVEYOR
No. 10,000, State of Wisconsin

and this 17th day of October, 1996.



Only if the surveyor's signature or initials is in red in this or a copy. Any other than an original or a copy is not a true and accurate representation of the survey. The surveyor accepts no responsibility for non-original copies of this document.

SURVEYED FOR:
SPRINT SPECTRUM
1233 N. MAYFAIR ROAD
MILWAUKEE, WI 53228
414-290-5020
(PROJECT: TC1 - 513A)

PROPERTY OWNER:
TCI OF RACINE, INC.
F/A/A RACINE TELECOM CORP.
5012 21ST STREET
RACINE, WI 53403

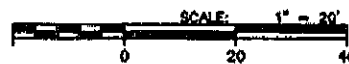
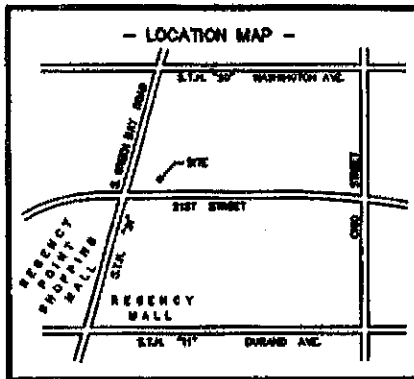
PROPERTY ADDRESS:
5012 21ST STREET
TAX KEY NO. 276-000023875-005

DWG. FILE: SP513A	DATE: 06-26-96
PRJT. NO.: 2560620	REVISIONS: 10-16-96
DRAWN BY: S.F.S.	CHECKED BY: A.P.L.
NOTEBOOK: P-183	PAGE(S): 34-35
SHEET 2 OF 2	D-22348

AERO-METRIC

Aero-Metric, Incorporated
Land Planning & Design Division
414-888-7708 800-572-5353 FAX (888-7708)
628 NORTH MADISON STREET CHILTON, WISCONSIN 53014

SITE SURVEY FOR
SPRINT SPECTRUM
A PART OF THE NW1/4,
SECTION 24, T.3N., R.22E., CITY OF
RACINE, RACINE COUNTY, WISCONSIN



- LEGEND -

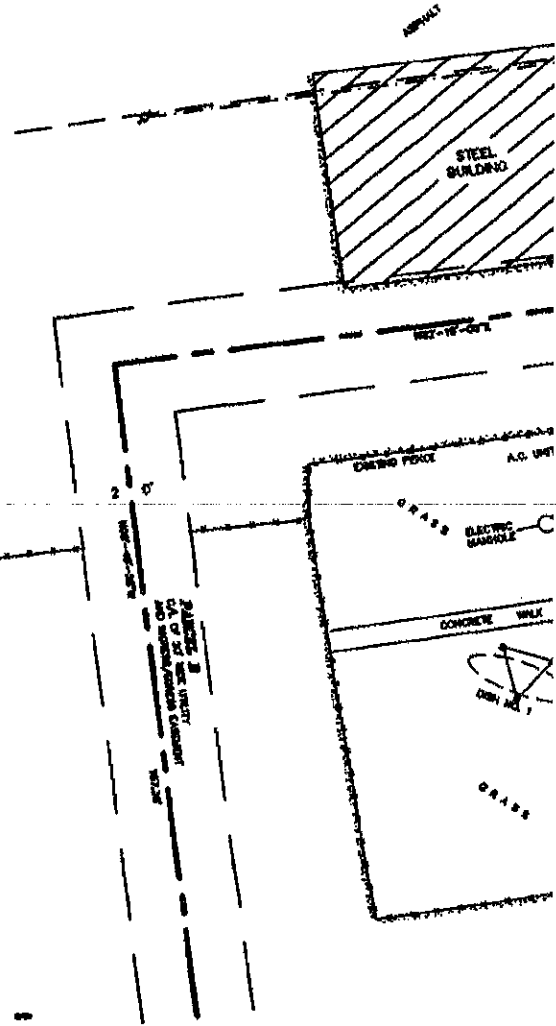
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- = 1"x24" IRON PIPE SET
- = 8" NAIL SET
- = P.C. MASONRY NAIL SET
- = SEVERAL P.C. MONUMENT FOUND
- () = RECORDED INFORMATION
- = POWER POLE
- = CABLE T.V. PERESTAL

- EXISTING TOWER BASE -

Latitude: 42°-42'-21.34"
Longitude: 87°-50'-57.70"
(Per North American Datum of 1983)
Elevation: 724.8'
(Per National Geodetic Vertical Datum of 1929)

- PROPOSED TOWER BASE -

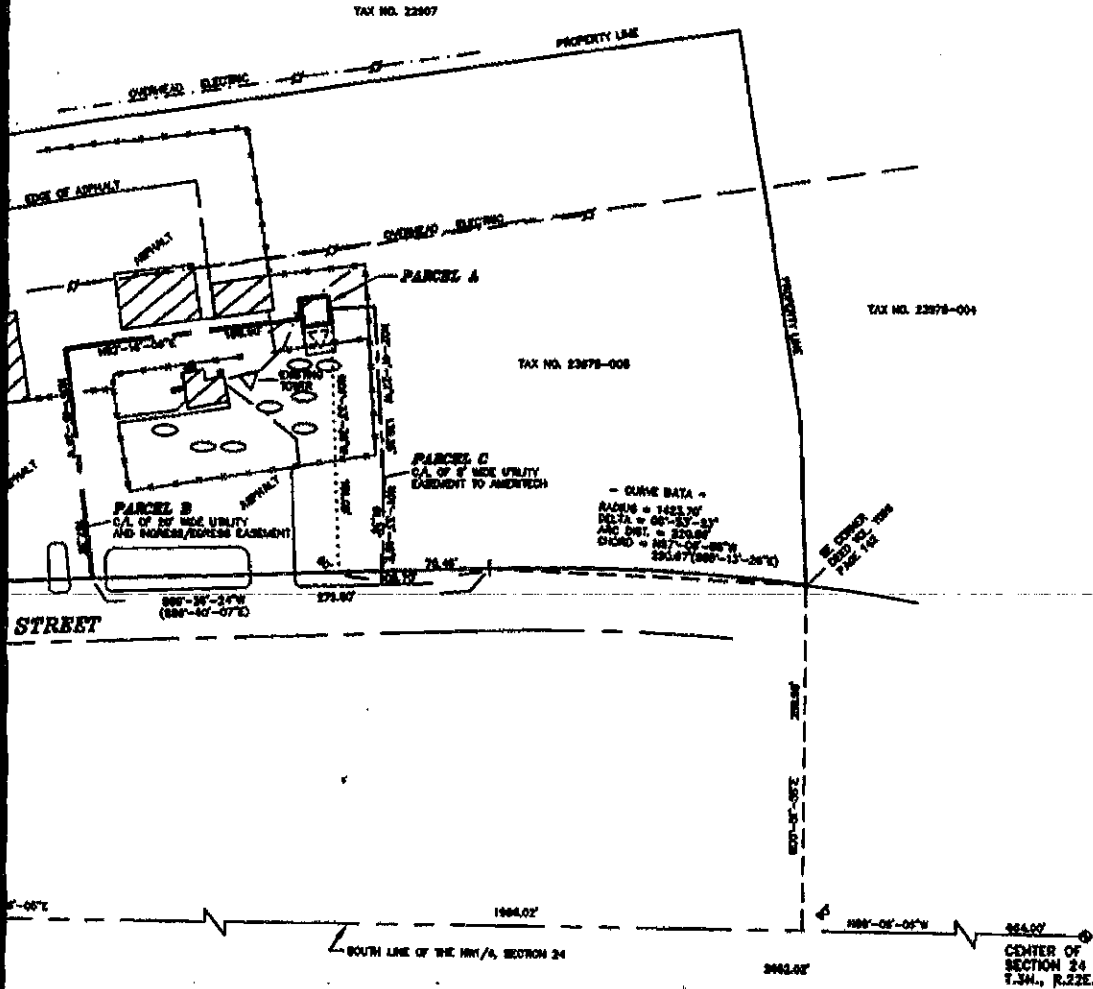
Latitude: 42°-42'-20.38"
Longitude: 87°-50'-57.51"
(Per North American Datum of 1983)
Elevation: 724.3'
(Per National Geodetic Vertical Datum of 1929)



BEARINGS REFERENCED TO THE
NAD83 STATE PLANE COORDINATE
SYSTEM - SOUTH ZONE



2616 974



SURVEYORS CERTIFICATE

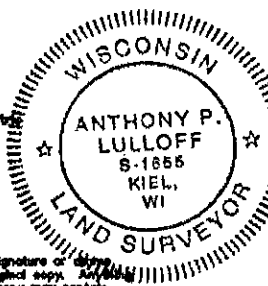
I, Anthony P. Lulloff, Wisconsin Registered Land Surveyor of Aero-Metric, Incorporated, certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this 28th day of June, 1998.

Anthony P. Lulloff
 ANTHONY P. LULLOFF
 WISCONSIN REGISTERED LAND SURVEYOR
 ANTHONY P. LULLOFF & ASSOCIATES

Revised this 17th day of October, 1998.

Only if the surveyor's signature or stamp is in RED in this original copy. Any other than an original copy may contain unauthorized alterations to the original. The surveyor accepts no responsibility for non-original copies of this document.



SURVEYED FOR:
 SPRINT SPECTRUM
 1233 N. MAYFAIR ROAD
 MILWAUKEE, WI 53226
 414-290-5020
 (PROJECT: TCI - S13A)

PROPERTY OWNER:
 TCI OF RACINE, INC.
 F/K/A RACINE TELEGRAPHIC CORP.
 5012 21ST STREET
 RACINE, WI 53403

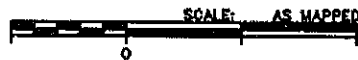
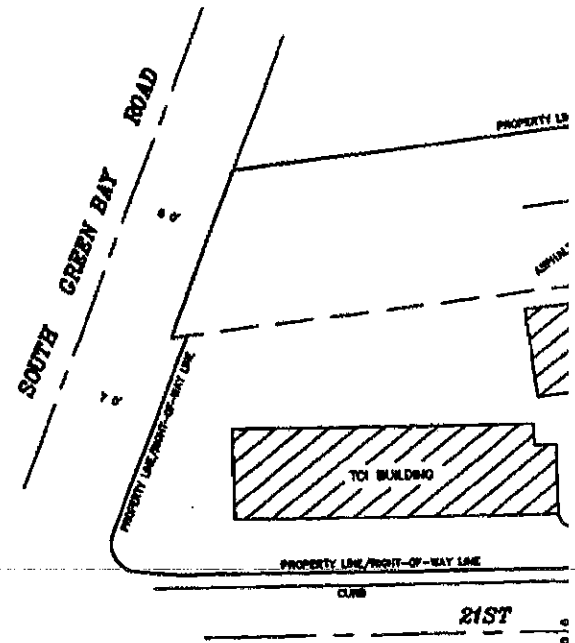
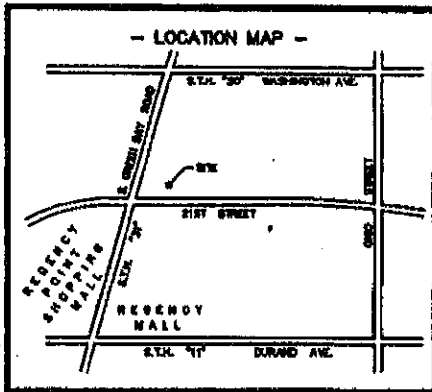
PROPERTY ADDRESS:
 5012 21ST STREET
 TAX KEY NO. 276-000023875-005

DWG. FILE: SP513A	DATE: 06-28-98
PRJ. NO.: 2960620	REVISIONS: 10-16-96
DRAWN BY: S.F.S.	CHECKED BY: A.P.L.
NOTEBOOK: P-183	PAGE(S): 34-35
SHEET 1 OF 2	
0-22348	

AERO-METRIC

Aero-Metric, Incorporated
 Land Planning & Design Division
 414-290-7700 800-578-5393 FAX (414-290-7700)
 530 NORTH MADISON STREET CHILTON, WISCONSIN 53014

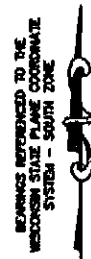
SITE SURVEY
 FOR
 SPRINT SPECTRUM
 A PART OF THE NW1/4,
 SECTION 24, T.34N., R.22E., CITY OF
 RACINE, RACINE COUNTY, WISCONSIN



- LEGEND -

- = 1" IRON PIPE FOUND
- = 1"x24" BRON PIPE SET
- = 6" NAIL SET
- △ = P.K. MASONRY NAIL SET
- ⊙ = SE.V.R.P.C. MONUMENT FOUND
- () = RECORDED INFORMATION
- ⊖ = SATELLITE BISH
- ⊕ = POWER POLE

W1/4 CORNER
SECTION 24
T.3N., R.22E.



- EXISTING TOWER BASE -

Latitude: 42°-42'-21.34"
Longitude: 87°-50'-57.76"
(Per North American Datum of 1983)
Elevation: 724.8'
(Per National Geodetic Vertical Datum of 1929)

- PROPOSED TOWER BASE -

Latitude: 42°-42'-20.38"
Longitude: 87°-50'-57.51"
(Per North American Datum of 1983)
Elevation: 724.3'
(Per National Geodetic Vertical Datum of 1929)

DOCUMENT #

1686816

Document Number

ASSIGNMENT OF LEASE

Document Title

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

99 JUN -2 PM 4: 28

MARK A. LADD
REGISTER OF DEEDS

16
Recording Area

Name and Return Address

Ms. Ann E. Wise (R52964)
Knight-Barry Title, Inc.
835 Wisconsin Ave.
Racine, WI 53401

a portion of 23875005

Parcel Identification Number (PIN)

R-52964

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$3.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

VOL 2922
PAGE 695-698

5821 21st St.
Racine, WI
Racine County, WI

ASSIGNMENT OF LEASE
(For Recordation in County Records)

This Assignment of Lease (this "Assignment") is made as of MAY 27, 1999 by TCI of Racine, Inc., a Wisconsin corporation ("Seller"), in favor of Time Warner Entertainment Company, L.P., a Delaware limited partnership ("Buyer").

RECITALS

A. This Assignment is entered into pursuant to the terms of the Asset Exchange Agreement dated as of November 25, 1998 by and between Buyer and Seller (the "Agreement"). Capitalized terms not otherwise defined in this Assignment shall have the meanings given to such terms in the Agreement.

B. Sprint Spectrum L.P., a Delaware limited partnership ("Tenant") and Seller are parties to a lease agreement dated as of February 6, 1997 (the "Lease") for the demise of certain of the premises located at 5821 21st St., Racine, WI, in Racine County, Wisconsin, which Lease is being assigned to Buyer pursuant to the terms of the Agreement. The legal description of the Lease premises is attached hereto as Schedule I.

C. A Memorandum of Lease and Terms and Conditions regarding the Lease have been recorded on March 10, 1997 in the office of the Register of Deeds of Racine County, Wisconsin at Volume 2616 of Records, at Page 969, as Document No. 1571610.

In consideration of the foregoing premises, the transactions contemplated by the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby assigns, transfers, sells and conveys to Buyer, all of Seller's right, title and interest in, to and under the Lease.

Seller reasserts the representations and warranties pertaining to the Lease which are contained in the Agreement, all of which representations and warranties are incorporated herein by this reference as if set forth in full herein, subject to the limitations set forth in the Agreement regarding the survival of, and the liability for breach of, such representations and warranties.

Specifically excluded from this Assignment is any right, title or interest which is by law or contract non-assignable without the consent of the other party or parties thereto, unless

and until such consent has been given, whereupon the assignment of such right, title or interest shall be automatically effective.

IN WITNESS WHEREOF, the undersigned has executed this Assignment effective as of the date first written above.

SELLER:

TCI OF RACINE, INC.

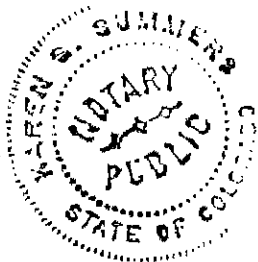
By: [Signature]
Name: DEREK CHANG
Title: VICE PRESIDENT

STATE OF COLORADO)

COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared DEREK CHANG, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of TCI of Racine, Inc., a Wisconsin corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of May, 1999.



[Signature]
Notary Public, State of COLORADO

KAREN S. SUMMERS
(printed name)

My commission expires: 10/4/2000

Exhibit "I"

A part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Commencing at the Center of said Section 24; thence North 89° 08' 05" West 664.00 feet along the South line of the Northwest 1/4 of said Section 24; thence North 00° 51' 55" East 250.98 feet 250.98 feet to a point in the North line of 21st Street and the Southeast Corner of land as described in Volume 1099 Page 142, Document No. 887037 of Racine County Records; thence Westerly 220.89 feet along said North line and the arc of a curve to the left, having a radius of 1423.70 feet and a chord of which bears North 87° 06' 55" West (Recorded as South 85° 13' 26" East) 220.67 feet; thence South 88° 26' 24" West (Recorded as South 89° 40' 07" East) 105.70 feet along said North line; thence North 01° 33' 36" West 181.05 feet to the true point of beginning; thence South 82° 14' 00" West 20.00 feet; thence North 07° 46' 00" West 20.00 feet; thence North 82° 14' 00" East 20.00 feet; thence South 07° 46' 00" East 20.00 feet to the true point of beginning; being subject to any and all easements and restrictions of record. Said land being in the City of Racine, County of Racine, State of Wisconsin.

RECORDED

2001 AUG -2 AM 10:18

MARK A. LADD
REGISTER OF DEEDSVUL
PAGE
3229 520-503MEMORANDUM OF LICENSE

Premises I.D.: MKE_039_C_Time Warner Cable / Racine
Premises Location: 5812 21st Street, Racine, Wisconsin
53403

This Memorandum of License is entered into effective as of July 31st, 2001 by and between Time Warner Cable of Southeastern Wisconsin, L.P. (the "Lessor"), and TELECORP REALTY, L.L.C., a Delaware limited liability company ("Lessee"). Lessor and Licensee hereby acknowledge and confirm that they have entered into a certain Tower Space License dated May 1st, 2001 ("License") affecting certain real estate and improvements thereon, if any, located at the above-described location and legally described on Exhibit A attached hereto and incorporated herein by this reference and certain access and utility easements appurtenant thereto ("Premises"). Some of the terms of the License are as follows:

16'
THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

TeleCorp Realty, L.L.C.
115 South 84th Street, Suite 101
Milwaukee, Wisconsin 53214
Attention: Dorothy Weber

Tax Key No.: 276-000023875-005

1. The initial term of the License is for a period of five (5) years commencing on May 1st, 2001. The Term of the License shall automatically renew for three (3) additional successive and consecutive periods of five (5) years each ("Renewal Terms"), subject to termination by Licensee in accordance with the terms of the License.

2. The License contains various provisions for the benefit of Licensee relating to interference with the operation of its equipment and restrictions on use of the real estate and improvements thereon, if any, for other communications devices.

3. Although this Memorandum of License does not include all of the terms and provisions of the License, constructive knowledge of all such terms and provisions is provided hereby and any person or entity interested in the real estate and improvements, if any, shall be deemed to have actual knowledge thereof and the duty to inquire regarding the specific terms and provisions of the License. Nothing contained herein shall be deemed to amend or modify the License in any way whatsoever and, in the event of any inconsistency between the terms of the License and this Memorandum of License, the terms and provisions of the License shall supersede and control.

4. This Memorandum of License may be executed by the parties hereto on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties hereto notwithstanding that all the parties hereto are not signatories to the same counterpart.

IN WITNESS WHEREOF, Licensors and Licensee have executed this Memorandum of License effective as of the date first above written.

LICENSEE:

TELECOP REALTY, L.L.C.

By: TeleCorp Communications, Inc.

Its: Managing Member

By: [Signature]

Print Name: Thomas H. Sullivan

Title: President

LICENSOR:

Time Warner Cable of Southeastern Wisconsin, L.P.

By: [Signature]

Print Name: Thomas Shaw

Title: Division President

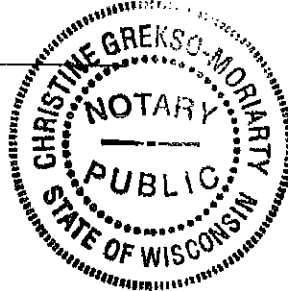
STATE OF WISCONSIN)
) ss.
COUNTY OF Milwaukee)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas Shaw, personally known to me to be the Division President of Time Warner Cable of SE Wis a limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such LESSOR, (s)he signed and delivered said instrument as Division President said limited partnership, as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of July, 2001.

[Signature]
Notary Public

My commission is permanent/expires: 9/23/2001



COMMONWEALTH OF VIRGINIA)

COUNTY OF ARLINGTON)

) ss.

On this 26th day of July, 2001, before me appeared Thomas H. Sullivan to me personally known, who, being by me duly sworn, did say that he is the President of TeleCorp Realty, L.L.C., a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability company, and said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Neresa Nkomo
Notary Public

My term is permanent/expires: 5/31/03

This document was drafted by:

Vincent Adams

EXHIBIT A

Legal Description

LEASE PARCEL

A part of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-Four (24), Township Three (3) North, Range Twenty-Two (22) East, City of Racine, Racine County, Wisconsin containing 400 square feet (0.009 acres) of land and being described by:

Commencing at the Center of said Section 24; thence N89°-08'-05"W 664.00 feet along the South line of the NW $\frac{1}{4}$ of said Section 24; thence N00°-51'-55"E 250.98 feet to a point in the North line of 21st Street and the Southeast Corner of land as described in Volume 1099 Page 142, Document No. 887037 of Racine County Records; thence Westerly 220.89 feet along said North line and the arc of a curve to the left, having a radius of 1423.70 feet and a chord of which bears N87°-06'-55"W (Recorded as S85°-13'-26"E) 220.67 feet; thence S88°-26'-24"W (Recorded as S89°-40'-07"E) 83.69 feet along said North line; thence N01°-33'-36"W 169.48 feet to the point of beginning; thence S82°-14'-00"W 20.00 feet; thence N07°-46'-00"W 20.00 feet; thence N82°-14'-00"E 20.00 feet; thence S07°-46'-00"E 20.00 feet to the true point of beginning; being subject to any and all easements and restrictions of record.

20 FOOT WIDE INGRESS/EGRESS EASEMENT

A 20 foot wide Ingress/Egress Easement being a part of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-Four (24), Township Three (3) North, Range Twenty-Two (22) East, City of Racine, Racine County, Wisconsin containing 7,183 square feet (0.165 acres) of land and being 10 feet either side of and parallel to a line described by:

Commencing at the Center of said Section 24; thence N89°-08'-05"W 664.00 feet along the South line of the NW $\frac{1}{4}$ of said Section 24; thence N00°-51'-55"E 250.98 feet to a point in the North line of 21st Street; thence Westerly 220.89 feet along said North line and the arc of a curve to the left, having a radius of 1423.70 feet, and a chord of which bears N87°-06'-55"W 220.67 feet; thence S88°-26'-24"W 279.00 feet along said North line to the point of beginning; thence N06°-45'-28"W 167.38 feet; thence N82°-16'-06"E 168.90 feet; thence S72°-10'-46"E 22.88 feet to a point in the West line of afore described LEASE PARCEL and point of termination.

8 FOOT WIDE UTILITY EASEMENT

An 8 foot wide Utility Easement being a part of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-Four (24), Township Three (3) North, Range Twenty-Two (22) East, City of Racine, Racine County, Wisconsin containing 441 square feet (0.010 acres) of land and being 4 feet either side of and parallel to a line described by:

Commencing at the Center of said Section 24; thence N89°-08'-05"W 664.00 feet along the South line of the NW $\frac{1}{4}$ of said Section 24; thence N00°-51'-55"E 250.98 feet to a point in the North line of 21st Street; thence Westerly 220.89 feet along said North line and the arc of a curve to the left, having a radius of 1423.70 feet, and a chord of which bears N87°-06'-55"W 220.67 feet; thence S88°-26'-24"W 83.69 feet along said North line; thence N01°-33'-36"W 169.48 feet; thence N07°-46'-00"W 20.00 feet; thence S82°-14'-00"W 4.00 feet to the point of beginning; thence N07°-46'-00"W 44.10 feet; thence N82°-34'-44"W 11.00 feet to the point of termination.