



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

Refer Inquiries to: Mary K. Payne (mary@knightbarry.com)

Completed on:12/19/19 9:33 am

Last Revised on:12/19/19 11:13 am

Printed on:12/19/19 11:13 am

**Applicant Information**

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

Sales Representative:Craig Haskins

**Property Information**

(Note: values below are from the tax roll)

Effective Date: 11/13/2019 at 8:00 am

Owner(s) of record:Morning True, LLC, a Wisconsin limited liability

Property address:1925 S Green Bay Road, Mt Pleasant, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: That part of the Northwest ¼ of Section 24, Township 3 North, Range 22 East, bounded as follows: Begin in the center of Green Bay Road at a point which is 1190.64 feet (18.04 chains) due South of the North line and 1452 feet (22 chains) East from the West line of said ¼ Section; thence South 12°53' West along the center line of said road, 196 feet; thence South 77°47' East 569.2 feet; thence North 18°30' East to a point that is South 79° East 587.4 feet from the place of beginning; thence North 79° West 587.4 feet (8.90 chains) to the place of beginning. EXCEPTING THEREFROM premises described in conveyance to State of Wisconsin, Department of Transportation recorded November 19, 1974 in Volume 1245 of Records, page 339, as Document No. 948637. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

Tax Key No: 151-03-22-24-003-000

**Mortgages / Leases / Land Contracts / UCC**

None

**Easements / Restrictions & Other Encumbrances**

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

Agreement and other matters contained in the instrument recorded April 7, 1983 in Volume 1672, Page 395, as Document No. 1122355.

Easement Agreement and other matters contained in the instrument recorded June 3, 1983 in Volume 1678, Page 297, as Document No. 1126100.

Assignment of Easement and other matters contained in the instrument recorded October 25, 2006 as Document No. 2106784.

Agreement and other matters contained in the instrument recorded June 12, 1985 in Volume 1755, Page 560, as Document No. 1170675.

Resolution 3-98 Dissolving the Mount Pleasant Storm Drainage District and other matters contained in the instrument recorded April 27, 2009 as Document No. 2210698.

**Judgments / Liens**



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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 \$8,210.62, and all prior years are paid.

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

#### Other Matters

None

#### Footnotes

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

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

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

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



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1079201

## 2018 Property Record | Racine County, WI

Assessed values not finalized until after Board of Review  
Property information is valid as of 11/12/2019 12:24:11 PM

<p style="text-align: center;"><b>Owner Address</b></p> <p>MORNING TRUE LLC, 5531 HWY 38  FRANKSVILLE, WI 53126</p>	<p style="text-align: center;"><b>Owner</b></p> <p>MORNING TRUE LLC</p>																																																										
<p style="text-align: center;"><b>Property Information</b></p> <p><u>Parcel ID:</u> 151-032224003000</p> <p><u>Document #</u> 2109806</p> <p><u>Tax Districts:</u> UNIFIED SCHOOL DISTRICT</p>	<p style="text-align: center;"><b>Property Description</b></p> <p><i>For a complete legal description, see recorded document.</i></p> <p>PT NW1/4-BEG 1190 S OF N LN &amp; 1452 E OF W LN SW196 SE 569 NE TO PT 587 SE OF POB NW587 TO POB EXC HWY **TOTAL ACRES** 2.33</p> <p><u>Municipality:</u> 151-VILLAGE OF MT PLEASANT</p> <p><u>Property Address:</u> 1925 GREEN BAY S RD</p>																																																										
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\*No data found for Delinquent Tax Summary in 2018

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**Racine County**

Owner (s):

**MORNING TRUE LLC**

Location:

**Section, Sect. 24, T3N, R22E**

Mailing Address:

**MORNING TRUE LLC**

School District:

**4620 - UNIFIED SCHOOL DISTRICT****5531 HWY 38****FRANKSVILLE, WI 53126-0000**

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

**151-03-22-24-003-000 151-VILLAGE OF MT PLEASANT Active**

Alternate Tax Parcel Number: Acres:

**2.33**

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):

**PT NW1/4-BEG 1190 S OF N LN & 1452 E OF W LN SW196 SE 569 NE TO PT 587 SE OF POB NW587 TO POB  
EXC HWY \*\*TOTAL ACRES\*\* 2.33**

Site Address (es): (Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)

**1925 GREEN BAY RD S RACINE, WI 53406**

0 Lottery credits claimed

**Tax History**

\* Click on a Tax Year for detailed payment information.

<b>Tax Year*</b>	<b>Tax Bill</b>	<b>Taxes Paid</b>	<b>Taxes Due</b>	<b>Interest</b>	<b>Penalty</b>	<b>Total Payoff</b>
2018	\$8,210.62	\$8,210.62	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$6,903.18	\$6,903.18	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$9,660.16	\$9,660.16	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$9,895.79	\$9,895.79	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$9,357.39	\$9,357.39	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$9,727.56	\$9,727.56	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$10,185.05	\$10,185.05	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$8,791.02	\$8,791.02	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$8,869.37	\$8,869.37	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$9,778.13	\$9,778.13	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$8,895.11	\$8,895.11	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>						<b>\$0.00</b>

Interest and penalty on delinquent taxes are calculated to **November 30, 2019.**

# Wisconsin Department of Financial Institutions

## Strengthening Wisconsin's Financial Future

Search for:

MORNING TRU

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

Search Records

**Corporate Records**

Result of lookup for W041372 (at 11/21/2019 1:08 PM )

## MORNING TRUE, LLC

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

Entity ID W041372

Registered  
Effective Date 10/09/2000Period of  
Existence PERStatus Restored to Good Standing [Request a Certificate of Status](#)

Status Date 10/10/2013

Entity Type Domestic Limited Liability Company

Annual Report  
Requirements Limited Liability Companies are required to file an Annual Report under s. 183.0120, WI Statutes.**Addresses**Registered Agent  
Office RICHARD M WAGNER  
5531 STATE HIGHWAY 38  
FRANKSVILLE, WI 53126-9313[File a Registered Agent/Office Update Form](#)Principal Office 5531 STATE HIGHWAY 38  
FRANKSVILLE, WI 53126-9313  
UNITED STATES OF AMERICA**Historical Information****Annual Reports**

Year	Reel	Image	Filed By	Stored On
2018	000	0000	online	database
2017	000	0000	online	database
2016	000	0000	online	database
2015	000	0000	online	database
2014	000	0000	online	database
2013	000	0000	online	database
2010	000	0000	online	database
2008	000	0000	online	database

2006	000	0000	online	database
2004	111	1111	paper	Image

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

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

None

**Old Names**

Change Date	Name
Current	MORNING TRUE, LLC
10/16/2006	RICHARD M. WAGNER REAL ESTATE, LLC

**Chronology**

Effective Date	Transaction	Filed Date	Description
10/09/2000	Organized	10/10/2000	
10/01/2006	Delinquent	10/01/2006	
10/16/2006	Restored to Good Standing	10/16/2006	E-Form
10/16/2006	Change of Registered Agent	10/16/2006	FM516-E-Form
10/16/2006	Amendment	10/17/2006	Old Name = RICHARD M. WAGNER REAL ESTATE, LLC
10/01/2008	Delinquent	10/01/2008	
11/14/2008	Restored to Good Standing	11/14/2008	E-Form
10/01/2010	Delinquent	10/01/2010	
01/18/2011	Restored to Good Standing	01/18/2011	E-Form
10/01/2012	Delinquent	10/01/2012	
10/07/2013	Notice of Administrative Dissolution	10/07/2013	
10/10/2013	Restored to Good Standing	10/10/2013	E-Form
01/05/2018	Change of Registered Agent	01/05/2018	OnlineForm 5

[Order a Document Copy](#)

622698

Document Number

# WARRANTY DEED

DOC # 2109806  
Recorded  
NOV. 15, 2006 AT 11:22AM

THIS DEED, made between DANIEL J. HOLLIBUSH, Grantor, and MORNING TRUE, LLC, a Wisconsin limited liability company, Grantee.

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Racine County, State of Wisconsin ("Property"):

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, bounded as follows: Begin in the center of Green Bay Road at a point which is 1190.84 feet (18.04 chains) due South of the North line and 1452 feet (22 chains) East from the West line of said 1/4 section; thence South 12°53' West along the center line of said road, 196 feet; thence South 77°47' East 569.2 feet; thence North 18°30' East to a point that is South 79° East 587.4 feet from the place of beginning; thence North 79° West 587.4 feet (8.90 chains) to the place of beginning. Excepting therefrom premises described in conveyance to State of Wisconsin, Department of Transportation recorded November 19, 1974 in Volume 1245 of Records, page 339, as Document No. 948637. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

*James A. Ladwig*

JAMES A. LADWIG  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$11.00  
Transfer Fee: \$1896.00



B. Powers  
500 College Avenue  
Racine, WI 53403

*Fidelity 11*

51-151-03-22-24-003-000  
(Parcel Identification Number)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, public or private rights, if any, in such portion of the property described herein as may be used, laid out or dedicated in any manner for street, highway, or road purposes, points of access to and from S.T.H. 31, a controlled access highway, Easement Agreement dated June 3, 1983, and recorded June 3, 1983, as Document No. 1126100, recorded Agreement dated April 6, 1983, and recorded April 7, 1983, as Document No. 1122355 and real estate taxes for the year 2006.

This is not homestead property. Dated this 20<sup>th</sup> day of October, 2006.

\_\_\_\_\_  
\_\_\_\_\_  
\*

*Daniel J. Hollibush*  
\*Daniel J. Hollibush  
\_\_\_\_\_

## AUTHENTICATION

Signature of Daniel J. Hollibush

authenticated this 20<sup>th</sup> day of October, 2006.

*R. William Phenice*  
signature  
R. William Phenice

type or print name  
TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY  
R. William Phenice  
Attorney at Law

## ACKNOWLEDGMENT

STATE OF WISCONSIN )  
COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, the above named to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

signature \_\_\_\_\_  
type or print name \_\_\_\_\_  
Notary Public County, Wisconsin  
My commission is permanent. (If not, state expiration date: \_\_\_\_\_)

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

DOCUMENT NO.

This Indenture, Made by Ronald W. Sewall and Metba V. Sewall, His Wife  
 grantor S of Racine County, Wisconsin, hereby conveys and warrants  
 to State of Wisconsin, Department of Transportation, Division of Highways  
 grantee of Goody, Wisconsin  
 for the sum of Two Thousand One Hundred Sixty and No/100 (\$2,160.00) Dollars

See attached page 2 for legal description

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.03, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.

Compensation for additional items of damage listed in sec. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.29, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor S ha. V. Shereunto set their hands and seals this 31<sup>st</sup>  
 day of October, A.D., 1974

SIGNED AND SEALED IN PRESENCE OF

Scott L. Willman

Scott L. Willman

Ronald W. Sewall (SEAL)  
 Ronald W. Sewall

Metba V. Sewall (SEAL)  
 Metba V. Sewall

(SEAL)

(SEAL)

STATE OF WISCONSIN  
Racine County, ss.

RECEIVED FOR RECORD

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

REGISTER OF DEEDS

COUNTY

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

Project 2390-1-21

Personally came before me, this 31<sup>st</sup> day of  
October, A.D., 1974,  
 the above-named Ronald W. Sewall and  
Metba V. Sewall, His Wife

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

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

Negotiated by Scott L. Willman

VOL 1245 PAGE 339

Parcel No. J.R.

948637

1245-339

Nov. 19, 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 416 of Racine County Records on Page 632, 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, and bounded on the north by the south line of lands described in Volume 1128 of Racine County Records on Pages 509-510 and bounded on the south by the north line of lands described in Volume 590 of Racine County Records on Page 437.

Said reference line begins at a point in the south line of the northwest one-quarter of said Section 24 which is 938.63 feet South 89° 09' 45" East of the southwest corner of said northwest one-quarter; thence North 11° 49' 57" East 27.50 feet; thence North 19° 41' 15" East 1128.60 feet to a point of curve (from said point the long chord bears North 15° 09' 25" East 452.59 feet and the radius bears North 70° 18' 45" West 2864.79 feet); thence northeasterly along the arc of a 2° 00' curve to the left 453.07 feet; thence North 10° 37' 35" East 729.26 feet; thence North 11° 55' 02" East 398.21 feet to a point in the north line of said northwest one-quarter which is 916.98 feet North 89° 08' 17" West of the northeast corner of said northwest one-quarter.

This parcel contains 0.19 Acre, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also a Limited Highway Easement for the right to construct cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Racine County, State of Wisconsin, described as: a strip of land 10 feet in width lying 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.

948637

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

Received for Record 19th day of November A.D. 1974 at 2:22 o'clock P. M. and recorded in Volume 1245 of Records on page 339-340

*Stanley J. Bialecki*  
Register of Deeds  
3.00

DOCUMENT NO.

WARRANTY DEED  
FORM 855

THIS SPACE RESERVED FOR RECORDING DATA

THIS INDENTURE, Made this 28th day of March, A. D., 1972,  
between WISCONSIN ELECTRIC POWER COMPANY

a Corporation duly organized and existing under and by virtue of the laws of the  
State of Wisconsin, located at Milwaukee  
Wisconsin, party of the first part, and CITY OF RACINE,  
a municipal

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 second part.

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

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 fol-  
lowing described real estate situated in the County of Racine and State of Wisconsin, to-wit:  
All that part of the Northwest one-quarter (NW $\frac{1}{4}$ ) of Section numbered Twenty-four (24),  
Township numbered Three (3) North, Range numbered Twenty-two (22) East, City of Racine,  
described as follows, to-wit: Commencing at the north quarter corner of said Section  
Twenty-four (24); running thence south on the east line of said Northwest one-quarter  
(NW $\frac{1}{4}$ ) of Section Twenty-four (24) a distance of one thousand two hundred ninety-one and  
two tenths (1291.2) feet to the point of beginning of the lands herein conveyed; thence  
North sixty-eight degrees fifty-six minutes West (N.68°56'W.) a distance of six hundred  
seven (607) feet to a point; thence South twenty degrees fifty-eight minutes West (S.20°  
58'W.) a distance of one hundred thirty-three and eighty-five hundredths (133.85) feet  
to a point; thence South fifty-nine degrees East (S.59°E.) a distance of one (1) foot  
to a point; thence North seventy-nine degrees West (N.79°W.) a distance of six hundred  
(600) feet to a point in the center line of S.T.H. 31 (also known as Green Bay Road);  
thence South fourteen degrees thirty-five minutes West (S.14°35'W.) along the center line

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 WISCONSIN ELECTRIC POWER COMPANY Fee Exempt 77.25  
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 enrolling and delivery of these presents it is well seized of  
the premises above described, as of a good, sure, perfect, absolute and inalienable estate of inheritance in the law, in fee  
simple, and that the same are free and clear from all incumbrances whatever, excepting municipal and  
zoning ordinances, easements of record, building restrictions.

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 WISCONSIN ELECTRIC POWER COMPANY  
party of the first part, has caused these presents to be signed by Sol Burstein, its Senior Vice its  
President, and countersigned by J. H. Goetsch, its Asst. Secretary, at Milwaukee  
Wisconsin, and its corporate seal to be hereunto affixed, this 28th day of March, A. D.,  
1972.

SIGNED AND SEALED IN PRESENCE OF  
Dorothy Rossmanith  
Dorothy Rossmanith

Joan Germundsen  
Joan Germundsen  
State of Wisconsin,  
Milwaukee County.

WISCONSIN ELECTRIC POWER COMPANY  
Sol Burstein Corporate Name  
Sol Burstein Senior Vice President  
COUNTERSIGNED:  
J. H. Goetsch Assistant Secretary

Personally came before me, this 28th day of March, A. D., 1972,  
Sol Burstein, Senior Vice President, and J. H. Goetsch, Assistant 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 President and Secretary of said Corporation, and acknowledged that they executed the foregoing instru-  
ment as such officers as the deed of said Corporation, by its authority.

THIS INSTRUMENT WAS DRAFTED BY  
T. R. Hamilton on behalf of WISCONSIN ELECTRIC POWER COMPANY  
NOTARY SEAL

Otis F. Koske  
Notary Public, Milwaukee County, Wis.  
My commission (expires) Jan. 20, 1974

899194

1128-509

Apr. 12, 1972

Vol 1128 Page 510

of said S.T.E. 31 a distance of sixty (60) feet to a point; thence South seventy-nine degrees East (S.79°E.) a distance of five hundred ninety-eight and nine tenths (598.9) feet to a point; thence South eighteen degrees West (S.18°W.) a distance of six hundred twenty-five (625) feet to a point in the north line of Wisconsin Electric Power Company's right of way; thence northeasterly along said north line of Wisconsin Electric Power Company's right of way to a point in the north and south one-quarter section line of said Section Twenty-four (24); thence north on said quarter section line a distance of four hundred thirty-one (431) feet to the place of beginning, subject to said S.T.E. 31 on the west.

It is the intent to convey all lands of the grantor described in those certain Warranty Deeds recorded in Vol. 615 of Deeds on Page 380 and 381 as Document No. 667231 and in Volume 620 of Deeds on Page 394 and 395 as Document No. 671511, Racine County Registry.

No. 899194

TO

## Warranty Deed

This instrument should be immediately placed on file to avoid trouble and litigation.

Register's Office  
Racine County, Wis.

Received for record 12 day of  
April A.D. 1924 3:00  
o'clock P. M. and reported in Volume 1128  
of Records on page 509-510

Stanley J. Bielicki  
Register of Deeds

3-00

Return to

City Clerk

WISCONSIN LITIAL PLANK COMPANY  
MILWAUKEE, WISCONSIN

This Indenture, Made this 18th day of April, A.D., 1956

between David Fergus and Flora Fergus, his wife,

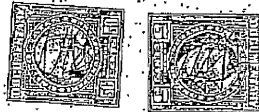
parties of the first part, and

Ivan Fergus and Mary Fergus, his wife, as joint tenants and not as tenants

in common, parties of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations to them in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed; and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said parties of the second part, their heirs and assigns forever, the following described real estate, situated in the County of Racine and State of Wisconsin, to-wit:

All that certain piece or parcel of land situate in the Town of Mt. Pleasant, County of Racine and State of Wisconsin, known and described as all that part of the Northwest one-fourth (NW $\frac{1}{4}$ ) of Section Twenty-four (24), Township Three (3), North of Range Twenty-two (22) East, described as follows: Begin in the center of the United States Road (Green Bay Road), eighteen chains and four links due South from the North line and twenty-two chains East from the West line of said 1/4 Section; run thence South 12 degrees 53 minutes West along the center line of the United States Road (Green Bay Road), 196 feet to the point of beginning of this description; run thence South 77 degrees 47 minutes East 569.2 feet; thence South 18 degrees 30 minutes West 77.5 feet; thence North 77 degrees 47 minutes West 561.7 feet to a point on the center line of the United States Road (Green Bay Road); thence North 12 degrees 53 minutes East along the center line of said road 77 feet to the point of beginning, said parcel of land containing one acre more or less;



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 parties 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 parties of the second part, and to their heirs and assigns FOREVER.

And the said David Fergus and Flora Fergus, his wife,

for themselves and their heirs, executors and administrators, do covenant, grant, bargain, and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the enrolling and delivery of these presents, they were 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 parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever WARRANT AND DEFEND.

In Witness Whereof, the said parties of the first part have hereunto set their hand and seals this 18th day of April, A.D., 1956.

SIGNED AND SEALED IN PRESENCE OF

Walter Smolenski  
Walter S. Smolenski

Walter S. Smolenski, Jr.

David Fergus (SEAL)  
David Fergus

Flora Fergus (SEAL)  
Flora Fergus

(SEAL)

(SEAL)

646267

590-437

Apr. 20, 1956

State of Wisconsin,

Racine County, ss.

VOL 590 PAGE 438

Personally came before me, this 18th day of April, A.D. 1956

the above named David Fergus and Flora Fergus, his wife,

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



Walter S. Smolenski  
Notary Public, Racine County, Wis.  
My commission expires June 29, A.D. 1958

No. 646257

David and Flora Fergus

TO

Ivan and Mary Fergus

Premises

Warranty Deed

This instrument, when recorded, shall be placed upon record to avoid future litigation.

REGISTER'S OFFICE

State of Wisconsin

Racine County

Received for Record this 20 day of April, A.D. 1956

at 2:30 o'clock P.M., and recorded

in Vol 590 of Deeds on page 437-438

Stanley J. Smolenski

Register of Deeds

Deputy

Walter S. Smolenski

150

1122355

1122355

AGREEMENT

In consideration of zoning and the need for adjacent owners on a state highway to share access thereto, the owner(s) of the following described premises, to-wit:

That part of the Northwest  $\frac{1}{4}$  of Section 24, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows: Commence at a standard Racine County monument marking the West  $\frac{1}{4}$  corner of said Section 24; run thence S89°08'05"E on the South line of said Northwest  $\frac{1}{4}$  938.63 feet; thence N11°49'57"E 27.96 feet; thence N19°41'15"E 1128.60 feet; thence S70°18'45"E 60.00 feet to the point of curvature of a curve on the Easterly line of S.T.H. #31; thence Northeasterly 175.80 feet along the arc of a curve to the left having a radius of 2924.79 feet and long chord N17°57'56"E 175.77 feet to the point of beginning of this description; thence Northeasterly 198.25 feet along the arc of a curve to the left having a radius of 2924.79 feet and long chord N14°18'06.5"E 198.21 feet; thence S30°28'24"E 315.42 feet; thence S17°12'57"W 211.66 feet; thence N79°04'03"W 304.11 feet to the point of beginning.

1672-395

IT IS AGREED AS FOLLOWS:

FIRST:

Each of such land owners agree

that:

- a) They will permit the interconnection of their parking lots and driveways so as to facilitate joint access to State Trunk Highway 31 and Castle Court as the case may be.
- b) They will maintain grade levels at their property lines so as to be compatible with their adjacent neighbors.
- c) They will remove their respective accesses to Highway 31 when there is provided shared access through another property or when so determined by the Mt. Pleasant Plan Commission pursuant to 2.8 of the Town Zoning Ordinance. Such shared or alternate

April 7, 1983

2876 04 7

600 1

access to State Trunk Highway 31 shall have the approval of the Wisconsin Department of Transportation pursuant to Sec. 86.07 (2) of the Wisconsin Statutes.

- d) This instrument may not be amended or revoked without the written consent of the Town of Mt. Pleasant and the Wisconsin Department of Transportation.
- e) The foregoing agreements shall be binding upon the successors and assigns of the parties hereto and shall be considered as covenants running with the land.

Dated at Racine, Wisconsin, this 6<sup>th</sup> day of April

1983.

Register's Office  
Racine County, Wis.

**1122355**

Received for Record 7<sup>th</sup> day of April  
A.D. 1983 at 3:59  
o'clock P. M. and recorded in Volume 1672  
of Record on page 396

*Helen M. Schuttler*

Register of Deeds

Ronald W. Sewell (SEAL)  
Ronald W. Sewell, Vendor

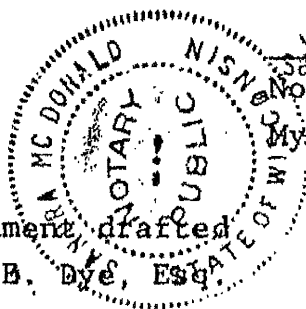
Metha V. Sewell (SEAL)  
Metha V. Sewell, Vendor

James H. Sewell (SEAL)  
James H. Sewell, Vendee

Karen L. Sewell (SEAL)  
Karen L. Sewell, Vendee

6.00  
State of Wisconsin )  
Racine County ) SS.

Personally appeared before me on this 6th day of April, 1983, the above named Ronald W. Sewell, Metha V. Sewell, James H. Sewell, and Karen L. Sewell to me known to be the person (s) who executed the foregoing instrument and acknowledged the same.



Sandra McDonald  
Sandra McDonald  
Notary Public, Racine County, Wi.  
My Commission Expires: 7/31/83

This instrument drafted  
by William B. Dye, Esq.

1126100

EASEMENT AGREEMENT

This is an agreement between Castle Properties, a rental partnership, ("Castle Properties") and Daniel J. Hollibush ("Hollibush"), made June 3, 1983. This agreement is made for the following reasons:

A. Castle Properties owns the following real estate:

Parcel 1

All that part of the NW 1/4 of Section 24, T 3 N, R 22 E, City of Racine, Racine County, Wisconsin, more fully described as follows:

Commencing at the North 1/4 corner of said Section 24; thence South along the East line of said NW 1/4, 1725.38 feet to a point on the Northerly right-of-way line of Wisconsin Electric Power Company right-of-way; thence S 81°06'55"W, along said right-of-way, 337.78 feet to the point of beginning of this parcel; thence continuing S 81°06'55"W, 499.09 feet to an existing 1" iron pipe; thence N 18°49'52" E, 627.39 feet to an existing 1" iron pipe, being on the Southerly right-of-way line of Castle Court; thence 71.57 feet along the arc of a curve to the right, with a radius of 60.00 feet, whose chord bears S 44°49'47" E, 67.40 feet to a point of reverse curvature; thence 102.87 feet along the arc of a curve to the left, with a radius of 60.00 feet, whose chord bears S 59°46'24.5"E, 90.72 feet to a point; thence S 43°58'E, 169.68 feet to a point; thence S 08°53'05"E, 305.00 feet to the point of beginning of this parcel. Subject to easements.

Said lands containing 3.92 acres, more or less.

B. Hollibush owns the following real estate:

Parcel 2

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, bounded as follows: Begin in the center of Green Bay Road at a point which is 1190.64 feet (18.04 chains) due South of the North line and 1452 feet (22 chains) East from the West line of

1126100

1678-297

June 3, 1983



said  $\frac{1}{4}$  section; thence South  $12^{\circ}53'$  West along the center line of said Road, 196 feet; thence South  $77^{\circ}47'$  East 569.2 feet; thence North  $18^{\circ}30'$  East to a point that is South  $79^{\circ}$  East 587.4 feet from the place of beginning; thence North  $79^{\circ}$  West 587.4 feet, (8.90 chains) to the place of beginning. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin. EXCEPTING THEREFROM premises described in conveyance to State of Wisconsin, Department of Transportation recorded November 19, 1974 in Volume 1245 of Records, page 339, as Document No. 948637.

The parcels owned by Castle Properties and Hollibush are adjoining, and the parties have agreed that Hollibush shall have an easement for construction, repair, maintenance and replacement of a sanitary sewer line beneath the following real estate, which is the easement area, and which is part of Parcel 1:

Parcel 3

That part 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 a standard Racine County monument marking the West  $\frac{1}{4}$  corner of said Section 24; run thence  $S89^{\circ}08'05''E$  on the South line of said Northwest  $\frac{1}{4}$  938.63 feet; thence  $N11^{\circ}49'57''E$  27.96 feet; thence  $N19^{\circ}41'15''E$  1128.60 feet; thence  $S70^{\circ}18'45''E$  60.00 feet to the point of curvature of a curve in the Easterly line of S.T.H. #31; thence Northeasterly 175.80 feet on the arc of a curve to the left having a radius of 2924.79 feet and a chord bearing  $N17^{\circ}57'56''E$  175.77 feet; thence  $S79^{\circ}06'33''E$  501.11 feet to the point of beginning of this description; run thence  $N17^{\circ}10'27''E$  211.33 feet to a point on the arc of a curve of Northeasterly convexity in the Southerly line of Castle Court whose radius is 60.00 feet and whose chord bears  $S69^{\circ}52'43''E$  20.03 feet; thence Southeasterly 20.12 feet on the arc of said curve; thence  $S17^{\circ}10'27''W$  619.93 feet, more or less, to the Northerly line of property

conveyed to the Wisconsin Electric Power Company as described in Volume 206 of Deeds on page 122; thence S81°37'32"W 22.17 feet on said Northerly line; thence N17°10'27"E 419.18 feet, more or less, to the point of beginning.

IT IS AGREED:

1. In consideration of the payment to Castle Properties of the sum of \$5,700.00, the receipt of which is hereby acknowledged, Hollibush shall have the right to construct, repair, maintain and replace beneath the surface of Parcel 3, the underground sanitary sewer line which shall connect Parcel 2 to the City of Racine Municipal Sewer System.
2. Hollibush shall have the right to enter upon Parcel 3 to construct, repair, maintain, and replace the sanitary sewer line which will serve his parcel. Hollibush shall have the right to excavate and refill trenches on Parcel 3 for the construction, repair, maintenance and replacement of the underground sanitary sewer line which will serve his parcel. Hollibush shall have the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, use and maintenance of the underground sanitary sewer line. Hollibush shall promptly repair any damage, including but not limited to damage to any asphalt paving, caused by the entry upon Parcel 3 for those purposes, and shall restore Parcel 3 to the same condition as existed before the entry by Hollibush.
3. Castle Properties may continue to use Parcel 3 so long as the use does not obstruct the sewer line or prevent Hollibush

from exercising the rights granted to him under this agreement. Castle Properties shall not, after the date of this agreement, construct or install anything upon Parcel 3 and shall not plant anything other than grass on Parcel 3, except that Castle Properties may cover all or part of Parcel 3 with asphalt paving for use as a parking lot.

4. No real estate other than Parcel 2 shall be entitled to the benefit of this easement except with the written approval of the owner of Parcel 2. Thereafter, the owners of the real estate which receives the benefit of this easement agreement will share the expenses to repair, maintain and replace the underground sanitary sewer line in the proportion that the number of feet of frontage which that owner has upon the easement bears to the total number of feet of frontage which all owners then making use of the easement have upon the easement.

5. This agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns, and shall be construed to create covenants running with the land.

Dated 6-2, 1983.

CASTLE PROPERTIES,  
a Rental Partnership

By: Thurman A. Bish  
Partner

By: Robert G. Pomeroy  
Partner

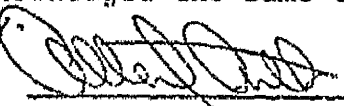
Daniel J. Holibush  
Daniel J. Holibush

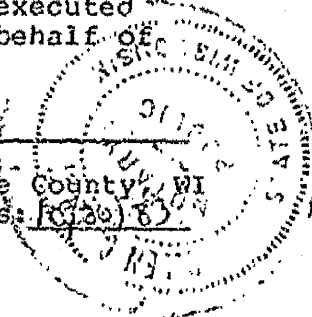
1126100

ACKNOWLEDGMENT

STATE OF WISCONSIN     )  
                                      ) ss.  
COUNTY OF RACINE     )

Personally came before me this 2 day of June 83,  
1983, the above-named Lawrence A. Huebner and  
Robert J. Pomeday, Partners of Castle Properties, a  
rental partnership, to me known to be the persons who executed  
the foregoing instrument and acknowledged the same on behalf of  
said partnership by its authority.

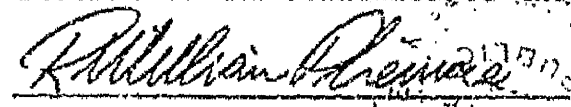
  
Notary Public, Racine County, WI  
My commission expires: 10/30/83

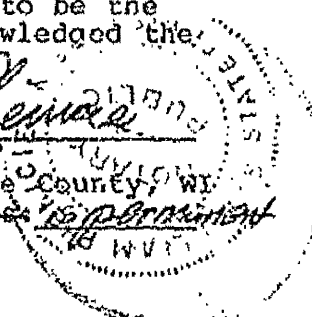


ACKNOWLEDGEMENT

STATE OF WISCONSIN     )  
                                      ) ss.  
COUNTY OF RACINE     )

Personally came before me this 3rd day of June,  
1983, the above-named Daniel J. Hollibush to me known to be the  
person who executed the foregoing instrument and acknowledged the  
same.

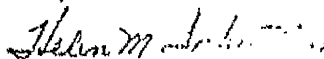
  
Notary Public, Racine County, WI  
My commission expires: 10/30/83



This Easement Agreement was drafted by Attorney Robert Henzl

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

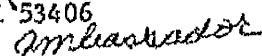
Received for Record 3rd day of  
June, A.D. 1983 at 7:05  
o'clock P.M. and recorded in Volume 678  
of Record on page 297  
301



Re 1st of Order

Return to:

Heritage Bank-Mt. Pleasant  
5901 Durand Avenue  
Racine, WI 53406



DOC # 2106784  
Recorded  
OCT. 25, 2006 AT 10:01AM

*James A. Ladwig*

After recording return to:  
Knuteson, Powers & Quinn, S.C.  
500 College Avenue  
Racine, WI 5340

JAMES A LADWIG  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$15.00

TAX ID: 51-151-03-22-24-003-000



## ASSIGNMENT OF EASEMENT

15

WHEREAS, DANIEL J. HOLLIBUSH ("Assignor") is the owner of property located at 1925 S. Green Bay Road, Racine, Wisconsin and more particularly described on attached Exhibit A ("Real Estate");

WHEREAS, Assignor is conveying the Real Estate to MORNING TRUE, LLC, a Wisconsin limited liability company ("Assignee");

WHEREAS, the parties wish to clarify that in addition to conveying title to the Real Estate the Assignor is conveying all of his interests in certain recorded instruments which benefit the Real Estate to Assignee.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid and good and valuable consideration which is acknowledged as received, Assignor hereby assigns, transfers, conveys and transfers all of Assignor's rights, interests and title in and to the following recorded instruments:

1. Easement Agreement dated June 3, 1983 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on June 3, 1983 in Volume 1678 of Records, page 297, Document No. 1126100.
2. Agreement dated April 6, 1983 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on April 7, 1983 in Volume 1672 of Records, page 395, Document No. 1122355

THIS ASSIGNMENT shall be binding upon and inures to the benefit of the Assignee, its successors and assigns, and any person or other entity which at any time in the future becomes the owner of the Real Estate or any portion thereof. The rights conveyed by this Assignment shall run with and benefit the Real Estate.

1

DANIEL J. HOLLIBUSH

STATE OF WISCONSIN )

SS

COUNTY OF RACINE )

Personally came before me this 20<sup>th</sup> day of October, 2006 the above named Assignor, DANIEL J. HOLLIBUSH to me known to be the person who executed the foregoing instrument and acknowledge the same.

(Print Name) R. William Phoenix

Notary Public, State of Wisconsin

My Commission: is permanent

This instrument was drafted by  
Bernard J. Powers  
Knuteson, Powers & Quinn, S.C.  
500 College Avenue  
Racine, WI 53403

## EXHIBIT A

That part of the Northwest  $\frac{1}{4}$  of Section 24, Township 3 North, Range 22 East, bounded as follows: Begin in the center of Green Bay Road at a point which is 1190.64 feet (18.04 chains) due South of the North line and 1452 feet (22 chains) East from the West line of said  $\frac{1}{4}$  section; thence South  $12^{\circ} 53'$  West along the center line of said road, 196 feet; thence South  $77^{\circ} 47'$  East 569.2 feet; thence North  $18^{\circ} 30'$  East to a point that is South  $79^{\circ}$  East 587.4 feet from the place of beginning; thence North  $79^{\circ}$  West 587.4 feet (8.90 chains) to the place of beginning. Excepting therefrom premises described in conveyance to State of Wisconsin, Department of Transportation recorded November 19, 1974 in Volume 1245 of Records, page 339, as Document No. 948637. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

1170675

AGREEMENT

In consideration of zoning and the need for adjacent owners on a state highway to share access thereto, the owner(s) of the following described premises, to-wit:

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described in greater detail in Volume 1320 Page 76, Deeds in the Racine County Register of Deeds Office.

Register's Office  
Racine County, Wis. } SS  
Received for Record 12th day of Aug A.D. 1985 at 12:53 clock P. M. and recorded in Volume 1755 of Records on page 560  
Helen M. Schuttler 561  
Register of Deeds

M 2-24-6.  
03-22-24-003-000

IT IS AGREED AS FOLLOWS:

FIRST:

Each of such land owners agree

that:

- a) They will permit the interconnection of their parking lots and driveways to promote ingress and egress from adjacent properties to the state trunk highway or intersecting public streets, whichever is practical.
- b) They will maintain grade levels at their property lines so as to be compatible with their adjacent neighbors.
- c) They will remove their respective accesses to Highway 31 when there is provided shared access through another property or when so determined by the Mt. Pleasant Plan Commission pursuant to 2.8 of the Town Zoning Ordinance. Such shared or alternate access to State Trunk Highway 31 shall have the

VOL 1755 PAGE 560

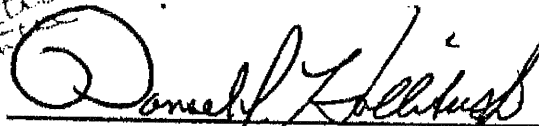
9423 06 1-2


600 # 1



approval of the Wisconsin Department of Transportation  
pursuant to Sec. 86.07(2) of the Wisconsin Statutes.

- d) This instrument may not be amended or revoked without  
the written consent of both the Town of Mt. Pleasant and  
the Wisconsin Department of Transportation.
- e) The foregoing agreements shall be binding upon the successors  
and assigns of the parties hereto and shall be considered as  
covenants running with the land.

*granted*  
*granted*  
  
Daniel J. Hollibush - June 10, 1985

  
Christine A. Pavilonis - Notary

Racine, Wisconsin

Commission Expires - 6-28-87

CONTRACT, by and between Ronald W. Sewell and Metha V. Sewell, his wife  
 and James H. Sewell and KAREN L. SEWELL, his wife,  
 herein called Vendor, whether one or more,  
 herein called Purchaser, whether one or more,

WITNESSETH: That the Vendor, in consideration of the payments to be made and the covenants and agreements by the Purchaser to be performed, as hereinafter set forth, hereby sells and agrees to convey unto the Purchaser, upon the prompt and full performance by the Purchaser of the covenants and agreements of this contract to be by the Purchaser performed, the following described real estate in Racine County, State of Wisconsin, to-wit:

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, bounded as follows: Begin in the center of Green Bay Road at a point which is 1190.64 feet (18.04 chains) due South of the North line and 1452 feet (22 chains) East from the West line of said 1/4 Section; thence South 12°53' West along the center line of said Road, 196 feet; thence South 77°47' East 569.2 feet; thence North 18°30' East to a point that is South 79° East 587.4 feet from the place of beginning; thence North 79° West 587.4 feet, (8.90 chains) to the place of beginning.

Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin, together with all buildings, improvements, fixtures and appurtenances, now or hereafter erected thereon, including all screen and storm doors and windows, attached mirrors, fixtures, shades, attached floor covering, hot water heater, furnace, oil tank and light fixtures

which shall be a part of the real estate.

The Purchaser, in consideration of the covenants and agreements herein made by the Vendor, agrees to purchase the above described premises, and to pay therefor to the Vendor at Racine, Wisconsin the sum of Fifty-six Thousand (\$56,000.00) Dollars, in manner following: \$10,000.00 at the execution hereof, the receipt whereof is hereby acknowledged, and the balance of \$46,000.00, together with interest on such portions thereof as shall remain from time to time unpaid, at the rate of six per cent per annum, until paid in full, as follows: Said principal and interest shall be payable in Monthly installments of not less than \$350.00 per month, beginning on the 1st day of July, 1976, provided the entire purchase money and interest shall be fully paid within years from the date hereof.

Said payments shall be applied first to interest on the unpaid balance at the rate herein specified and then to principal. Any amount may be prepaid without premium or fee upon principal at any time, and interest shall be calculated at all times on the unpaid balance on the daily rate basis at 1/360 of the annual rate.

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as first specified above; provided that monthly payments shall be continued in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

The Purchaser hereby states that he is satisfied with the title as shown by the abstract-title insurance commitment submitted to him for examination; the Vendor agrees to deliver the abstract-title insurance policy to the Purchaser when the full purchase price hereunder shall have been paid. The Purchaser agrees to pay the cost of later continuations of abstract-title insurance.

(OR) The Vendor shall furnish the Purchaser thirty days prior to the date of ultimate closing, and the Purchaser shall accept as a sufficient showing of title, either (1) a title insurance commitment for an owner's policy of title insurance in the sum of the purchase price, the Purchaser to be named as the assured, to be written by a title insurance company, and guaranteeing the Vendor's title in the condition called for by this agreement; or (2) a merchantable abstract showing the Vendor's title in the condition called for by this agreement. If an abstract is furnished, the Purchaser shall notify the Vendor, in writing, of any objections to title within ten (10) days after receipt of such abstract, and the Vendor shall then have a reasonable time within which to rectify the title or furnish a title policy as above described.

The Purchaser shall be entitled to take possession of said premises at closing. In case possession is to be obtained by the Vendor, he shall have a reasonable time after such date in which to remove any occupant. The Purchaser shall be entitled to remain in possession as long as he performs all covenants and agreements herein mentioned on his part to be performed and no longer.

The Purchaser covenants and agrees as follows:

1. To pay before they become delinquent all taxes and assessments, now or hereafter assessed or levied against and on the real estate described in this contract and to deliver to the Vendor receipts evidencing due payment thereof.
2. To keep said premises insured for fire and extended coverage for at least the sum of \$46,000.00 to pay the premiums thereon when due, and to comply with co-insurance provisions, if any, in insurance companies approved by the Vendor with loss payable to the Vendor as interest may appear, and all policies covering said premises shall be deposited with and held by the Vendor.
3. To keep the premises in good condition and repair.
4. To keep the premises free from liens superior to the lien of this contract, or the rights of the Vendor in the premises.
5. Not to commit waste nor suffer waste to be committed.
6. Not to do any act which shall impair the value thereof.

In case any such taxes or assessments remain unpaid after they become delinquent, or in case of failure to keep the premises so insured, the approved policies deposited, or the insurance premiums paid, or to keep the same in good condition and repair, free from liens and waste, the Vendor may cure such defaults, and all sums so paid shall immediately be repaid to the Vendor and shall, unless so repaid, be added to and deemed part of the purchase price, and bear interest at the rate aforesaid.

The Vendor hereby agrees that in case the aforesaid purchase price with the interest and other monies shall be fully paid and all the conditions herein provided shall be fully performed at the times and in the manner above specified, he will on demand, thereafter cause to be executed and delivered to the Purchaser, a good and sufficient Warranty Deed, in fee simple, of the premises above described, free and clear of all legal liens and encumbrances, except taxes and assessments, any liens or encumbrances created by the act or default of the Purchaser, municipal and zoning ordinances and recorded easements and restrictions, and except:

977585

1320-76

June 3, 1976

The Purchaser hereby covenants and agrees that time shall be deemed to be of the essence of this contract and in case of default in the payment of any principal or interest when the same shall become due, or in the performance of any of the conditions, covenants, or promises by the Purchaser herein to be kept or performed, and such default shall continue for a period of sixty (60) days, then the Vendor may, at his option, declare the contract at an end, all rights of the Purchaser under this agreement cancelled, and the amounts paid by the Purchaser hereunder forfeited, the same to remain the Vendor's property as rental of said premises and as liquidated damages for the failure completely to fulfill this agreement; and the Vendor shall forthwith and without notice have the right of re-entry; or, at the option of the Vendor and without notice to the Purchaser, notice being hereby expressly waived, the whole amount of unpaid principal shall be deemed to have become due and payable; in case such option shall be exercised, the unpaid principal and interest together with all sums which may be or have been paid by the Vendor as herein authorized with interest on such disbursements at the rate aforesaid shall be collectible in a suit at law, or by foreclosure of this contract in the same manner as if the whole of said unpaid principal had been due at the time when any such default occurred, and the indebtedness shall embrace, with said unpaid principal and interest, all the sums so disbursed with interest as aforesaid.

In case of legal proceedings in enforcement of any remedy hereunder, whether abated or not, all expenses, including reasonable attorney's fees, shall be added to the principal, become due as incurred, and in case of judgment shall be included therein.

Upon the commencement or during the pendency of any action of foreclosure of this contract, the court may appoint a receiver of the premises, including homestead interest, and may empower the receiver to collect the rents, issues, and profits of said premises during the pendency of such action, and may order such rents, issues, and profits when so collected, to be held and applied as the court shall, from time to time, direct.

All terms, conditions, covenants, warranties and promises herein shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assigns of the Vendor and the Purchaser; the wife of the Vendor for a valuable consideration, joins herein to bar her dower and homestead rights and agrees to join in the execution of the deed to be made in fulfillment hereof.

IN WITNESS WHEREOF, this land contract has been executed and delivered this 1st day of May 1976.

SIGNED AND SEALED IN PRESENCE OF

Ronald W. Sewell (SEAL)  
Ronald W. Sewell

Metha V. Sewell (SEAL)  
Metha V. Sewell

James H. Sewell (SEAL)  
James H. Sewell

Karen L. Sewell (SEAL)  
Karen L. Sewell

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WISCONSIN,

County of Racine

Personally came before me this 1st day of May 1976, the above named Ronald W. Sewell and Metha V. Sewell, his wife, and James H. Sewell and Karen L. Sewell, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Einer Christensen  
Einer Christensen

Notary Public, Racine County, Wis.

My commission expires is permanent

CORPORATE ACKNOWLEDGMENT

STATE OF WISCONSIN,

County of \_\_\_\_\_

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, \_\_\_\_\_, President and \_\_\_\_\_, Secretary,

of the above named corporation, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority, for the purposes therein contained.

Notary Public, \_\_\_\_\_ County, Wis.

My commission expires \_\_\_\_\_

This instrument was drafted by EINER CHRISTENSEN, Attorney

(Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary.)

977585

No. \_\_\_\_\_

TO \_\_\_\_\_

Premises \_\_\_\_\_

Land Contract

This instrument should be immediately placed on file to avoid trouble and litigation.

This space reserved for Register of Deeds

Recorder's Office

Racine County, Wis.

Received for Record Bro day of June 1976 at 2:25 P.M. and recorded in Volume 1320 of RECORDS on page 26-77

Stanley F. Bielacki  
Notary of Deeds

3.00

Return to

C. C. KAK #157

WISCONSIN LEGAL BLANK COMPANY  
MILWAUKEE, WISCONSIN

Resolution 3-98 dissolving the  
Mt. Pleasant Storm Drainage District

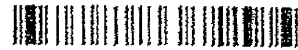
Document Title Above

DOC # 2210698  
Recorded  
Apr. 27, 2009 AT 11:27AM

*James A. Ladwig*

JAMES A LADWIG  
RAVINE COUNTY  
REGISTER OF DEEDS

Fee Amount: \$103.00



103'

Return to Name and Address Below

*Juliet Edmunds*  
*Village of Mt. Pleasant*  
*6126 Durand Av.*  
*Racine, WI 53406*

*See attached parcel*  
*listing*

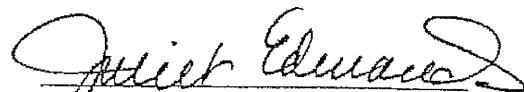
Parcel ID Number(s)

RESOLUTION NO. 3-98

CERTIFICATION

I hereby certify that the foregoing Resolution Establishing the Mount Pleasant Storm Water Utility District and Dissolving the Mount Pleasant Storm Drainage District is a true, correct and complete copy of the Resolution duly and regularly passed by the Town Board of the Town of <sup>Village</sup> Mount Pleasant, Racine County, Wisconsin on the 26th day of January, 1998.

Dated this 24th day of April, 2009.



Juliet Edmands, Village Clerk  
Village of Mount Pleasant  
Racine County, Wisconsin

RESOLUTION 3- 98

RESOLUTION ESTABLISHING THE MT. PLEASANT STORM WATER UTILITY DISTRICT AND DISSOLVING MT. PLEASANT STORM DRAINAGE DISTRICT NO. 1

The Board of Supervisors of the Town of Mt. Pleasant, Racine County, Wisconsin (the "Town Board") do hereby resolve as follows:

WHEREAS, the Town Board has determined that it is in the best interest of the Town of Mt. Pleasant (the "Town") to establish a utility district and dissolve the Mt. Pleasant Storm Water Drainage District No. 1, pursuant to the authority granted by Section 66.072 of the Wisconsin Statutes, and

WHEREAS, the Town Board adopted a preliminary resolution on December 2, 1997 which proposed the creation of a utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 (the "Preliminary Resolution"), and

WHEREAS, a notice of public hearing regarding matters contained in the Preliminary Resolution was posted in three public places in the Town and the proposed utility district on December 18, 1997, mailed to all of the property owners in the Town on December 20, 1997 and published as a Class 1 notice in the Racine Journal Times on January 2, 1998, and

WHEREAS, a public hearing was conducted on January 15, 1998 at the Mt. Pleasant Town Hall regarding matters contained in the preliminary resolution and all interested parties were given the opportunity to offer objections, criticisms, or suggestions regarding the Preliminary Resolution, and

NOW THEREFORE BE IT RESOLVED that pursuant to Sections 60.23 and 66.072 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District (the "Utility District") is hereby established in the area described at Exhibit A, and evidenced by the map at Exhibit B, both attached hereto and made a part hereof, and

BE IT FURTHER RESOLVED that pursuant to Section 66.072(5) of the Wisconsin Statutes, the Mt. Pleasant Storm Water Drainage District No. 1 is hereby dissolved, and

BE IT FURTHER RESOLVED that all assets, liabilities and functions of the Mt. Pleasant Storm Water Drainage District No. 1 are hereby transferred to and assumed by the Utility District, and

BE IT FURTHER RESOLVED that all management and administration of the Utility District shall be administered by the Town Board, or by any officers, boards or commissions of the Town of Mt. Pleasant as the Town Board so delegates, and

page 2

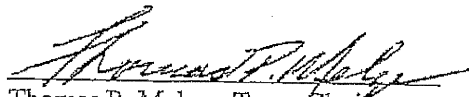
BE IT FURTHER RESOLVED that pursuant to Section 66.068 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District Commission is hereby created and shall be responsible for management and administration of the Utility District, subject to any approval, reporting or other requirements or restrictions imposed by the Town Board, and

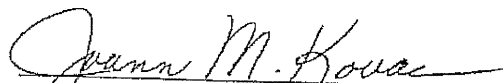
BE IT FURTHER RESOLVED that the Mt. Pleasant Storm Water Utility District Commission shall consist of three (3) Commissioners duly appointed by the Town Board. The initial Commissioners shall serve until their successors are appointed by the Town Board.

Dated this 26th day of January, 1998

Approved:

Attest:

  
Thomas P. Melzer, Town Chair

  
Joann M. Kovac, Town Clerk/Treasurer

NOTICE  
TO PROPERTY OWNERS OF THE TOWN OF MT. PLEASANT  
WHOSE PROPERTY LIES WITHIN THE PROPOSED  
TOWN UTILITY DISTRICT, AND ALL INTERESTED PERSONS

PLEASE TAKE NOTICE:

A preliminary Resolution has been adopted on December 2, 1997 by the Board of Supervisors of the Town of Mt. Pleasant, proposing the creation of a utility district, pursuant to State Statute 66.072 of the Wisconsin Statutes, for the purpose of supplying storm water sewer service and other allowable utilities to the residents and commercial and business establishments of said proposed utility district. Such preliminary resolution also proposes the dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 and assumption of all assets, liabilities, and functions of the Mt. Pleasant Storm Water Drainage District No. 1 by the proposed Utility District.

THE TOWN BOARD OF THE TOWN OF MT. PLEASANT WILL CONDUCT A PUBLIC HEARING ON SUCH PRELIMINARY RESOLUTION AT THE MT. PLEASANT TOWN HALL, 6126 DURAND AVENUE, RACINE, WISCONSIN 53406, ON THE 15TH DAY OF JANUARY, 1998 AT 7:30 PM.

At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the establishment of such a district. In addition, any person wishing to object to the organization of such utility district and the dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 may, before the date set for the meeting, file his/her/its objections to the formation of such district with the Town Clerk, Joann M. Kovac, 6126 Durand Avenue, Racine, Wisconsin 53406.

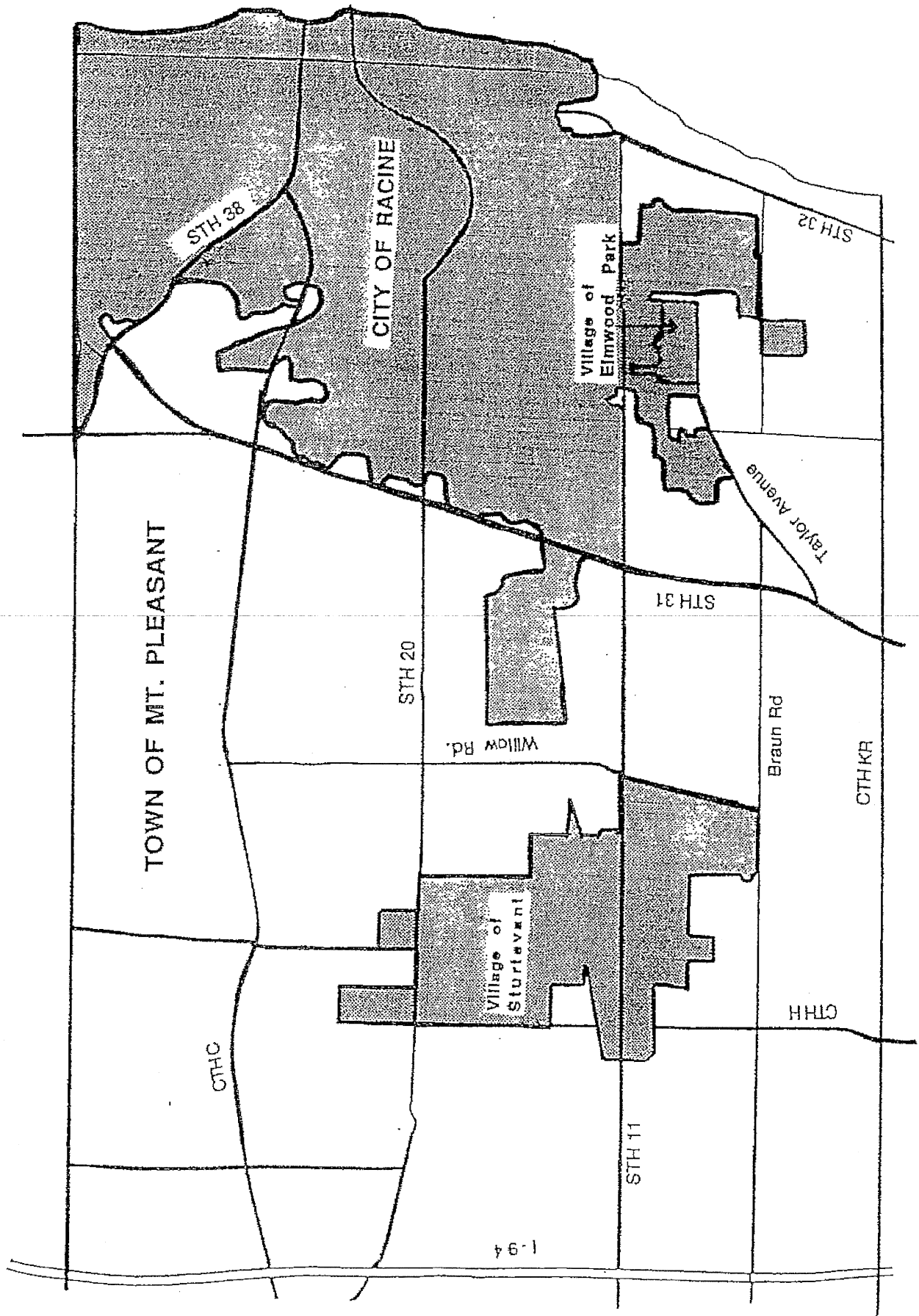
The boundaries of the area to be included within the proposed utility district are as described below and made a part hereof; and a map showing the location thereof is set forth on the back of this notice and made a part hereof.

BY ORDER OF THE TOWN BOARD  
Joann M. Kovac, Town Clerk

DESCRIPTION

Begin on the westerly shoreline of Lake Michigan at a point where the South line of section 32, Town 3 North, Range 23 East intersects said westerly shoreline; thence continue westerly along the South lines of Section 32 and 31, Town 3 North, Range 23 East and South lines of Sections 36, 35, 34, 33, 32, and 31, Town 3 North, Range 22 East to the West line of said Section 31 Town 3 North, Range 22 East; thence northerly along the West line of Section 31, 30, 19, 18, 7 and 6, Town 3 North, Range 22 East to the North line of said Section 6, Town 3 North, Range 22 East; thence easterly along the North lines of Sections 6, 5, 4, 3, 2 and 1, Town 3 North, Range 22 East and North line of Sections 6, 5, and 4, Town 3 North, Range 23 East to the westerly shoreline of Lake Michigan, thence south along said westerly shoreline to the point of beginning. Excluding all land within the corporate limits of the City of Racine and Villages of Elmwood Park and Sturtevant.





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