

Knight | Barry
TITLE GROUP
Integrity. Experience. Innovation.

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

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

Completed on: 12/27/19 2:56 pm
Last Revised on: 12/27/19 2:56 pm
Printed on: 12/27/19 2:56 pm

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: 11/26/2019 at 8:00 am

Owner(s) of record: Mt. Pleasant Evangelical Lutheran Church

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

Legal description: Lot 1 of Certified Survey Map No. 3226 as recorded in the office of the Register of Deeds for Racine County, Wisconsin on December 9, 2016 in Volume 10 of Certified Survey Maps, Page 610, as Document No. 2452594, being part of the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

Tax Key No: 151-03-22-24-010-010

Mortgages / Leases / Land Contracts / UCC

None

Easements / Restrictions & Other Encumbrances

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

Easements, restrictions and other matters shown on Certified Survey Map 3226 recorded December 9, 2016 as Document No. 2452594. Along with Affidavit of Correction recorded December 29, 2016, as Document No. 2454248.

Easement Agreement and other matters contained in the instrument recorded July 5, 1973 in Volume 1187, Page 61 as Document No. 923921.

Wisconsin Electric Power Company and other matters contained in the instrument recorded February 24, 1975 in Volume 1254, Page 478 as Document No. 952182. Along with Conveyance of Rights in Land and other matters contained in instrument recorded June 28, 2019, as Document No. 2523925.

Access Easement Agreement and other matters contained in the instrument recorded January 30, 2017 as Document No. 2456636.

Utility Easement Agreement and other matters contained in the instrument recorded January 30, 2017 as Document No. 2456637.

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 \$748.00, 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).



1079209

2018 Property Record | Racine County, WI

Assessed values not finalized until after Board of Review
Property information is valid as of 11/12/2019 12:32:30 PM

<p style="text-align: center;">Owner Address</p> <p>MT PLEASANT EVANGELICAL LUTHERN CHURCH 1700 S GREEN BAY RD RACINE, WI 53406</p>	<p style="text-align: center;">Owner</p> <p>MT PLEASANT EVANGELICAL LUTHERN CHURCH</p>																			
<p style="text-align: center;">Property Information</p> <p><u>Parcel ID:</u> 151-032224010010</p> <p><u>Document #</u> 2454248</p> <p><u>Tax Districts:</u> UNIFIED SCHOOL DISTRICT</p>	<p style="text-align: center;">Property Description</p> <p><i>For a complete legal description, see recorded document.</i></p> <p>PT NW1/4 CSM 3226 V10 PG810 LOT 1 FROM 151032224010000 IN 2016 FOR 2017 ROLL **TOTAL ACRES** 2.41</p> <p><u>Municipality:</u> 151-VILLAGE OF MT PLEASANT</p> <p><u>Property Address:</u> GREEN BAY S RD</p>																			
<table style="width: 100%;"> <tr> <th style="text-align: left;">Tax Information</th> <th style="text-align: right;">Print Tax Bill</th> </tr> <tr> <td style="vertical-align: top;"> <p><u>Installment</u></p> <p><u>First:</u> 748.00</p> <p><u>Second:</u> 0.00</p> <p><u>Thlrd:</u> 0.00</p> <p><u>Total Tax Due:</u> 748.00</p> <p><u>Base Tax:</u> 0.00</p> <p><u>Special Assessment:</u> 748.00</p> <p><u>Lottery Credit:</u> 0.00</p> <p><u>First Dollar Credit:</u> 0.00</p> <p><u>Amount Paid:</u> 748.00 (View payment history info below)</p> <p><u>Current Balance Due:</u> 0.00</p> <p><u>Interest:</u> 0.00</p> <p><u>Total Due:</u> 0.00</p> </td> <td style="vertical-align: top;"> <p><u>Amount</u></p> </td> </tr> </table>	Tax Information	Print Tax Bill	<p><u>Installment</u></p> <p><u>First:</u> 748.00</p> <p><u>Second:</u> 0.00</p> <p><u>Thlrd:</u> 0.00</p> <p><u>Total Tax Due:</u> 748.00</p> <p><u>Base Tax:</u> 0.00</p> <p><u>Special Assessment:</u> 748.00</p> <p><u>Lottery Credit:</u> 0.00</p> <p><u>First Dollar Credit:</u> 0.00</p> <p><u>Amount Paid:</u> 748.00 (View payment history info below)</p> <p><u>Current Balance Due:</u> 0.00</p> <p><u>Interest:</u> 0.00</p> <p><u>Total Due:</u> 0.00</p>	<p><u>Amount</u></p>	<p style="text-align: center;">Land Valuation</p> <table style="width: 100%;"> <tr> <th><u>Code</u></th> <th><u>Acres</u></th> <th><u>Land</u></th> <th><u>Impr.</u></th> <th><u>Total</u></th> </tr> <tr> <td>4</td> <td>2.41</td> <td>\$0</td> <td>\$0</td> <td>\$0</td> </tr> <tr> <td></td> <td>2.41</td> <td>\$0</td> <td>\$0</td> <td>\$0</td> </tr> </table> <p><u>Assessment Ratio:</u> 0.9856968380</p> <p><u>Fair Market Value:</u> Not Applicable</p>	<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>	4	2.41	\$0	\$0	\$0		2.41	\$0	\$0	\$0
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<u>Date</u>	<u>Receipt</u>	<u>Amount</u>	<u>Interest</u>	<u>Penalty</u>	<u>Total</u>															
12/27/2018	137723	748.00	0.00	0.00	748.00															

*No data found for Delinquent Tax Summary in 2018

(40)

Racine County

Owner (s):

**MT PLEASANT EVANGELICAL LUTHERN
CHURCH**

Location:

Section, Sect. 24, T3N, R22E

Mailing Address:

**MT PLEASANT EVANGELICAL LUTHERN
CHURCH**

School District:

4620 - UNIFIED SCHOOL DISTRICT**1700 S GREEN BAY RD****RACINE, WI 53406**

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

151-03-22-24-010-010 151-VILLAGE OF MT PLEASANT Active

Alternate Tax Parcel Number: Acres:

2.41

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

PT NW1/4 CSM 3226 V10 PG610 LOT 1 FROM 151032224010000 IN 2016 FOR 2017 ROLL **TOTAL ACRES
2.41**

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

GREEN BAY RD S RACINE, WI 53406

0 Lottery credits claimed

Tax History

* Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2018	\$748.00	\$748.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$748.00	\$748.00	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

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

STATE BAR OF WISCONSIN FORM 3 - 2000
RECEIVER'S DEED

Document Number

This Deed, made between Michael S. Polsky, Esq., as Wis. State Chapter 128 Receiver of Lincoln Lutheran of Racine, Wisconsin, Inc. Grantor, and St. Pleasant Evangelical Lutheran Church, Grantee. Grantor cait claims to Grantee the following described real estate in Racine County, State of Wisconsin:

The North 1/2 of that part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, County of Racine, State of Wisconsin bounded as follows: Begin at Northwest corner of said Northwest 1/4; run thence South 17 chains 63 1/2 links; thence East 22 chains 11 links to the center of the highway known as the United States Road; thence Northerly in the center of said road to the North line of said Section 24; thence West along the North line of said Section to the place of beginning.

EXCEPTING THEREFROM land conveyed by Deeds recorded on July 5, 1973 as Document No. 923922, on May 12, 1978 as Document No. 1027286 and on Sept. 22, 2008 as Document No. 2188598, and as corrected by Affidavit recorded on October 22, 2008, as Document No. 2191997.

ALSO EXCEPTING THEREFROM land conveyed by Award of Damages recorded on Nov. 8, 1974 as Document No. 948230.

FURTHER EXCEPTING THEREFROM land conveyed by Order recorded on Jan. 13, 1977 as Document No. 992475.

Tax Key No.: 151-03-22-24-010-000
Address: 1748 S. Crown Day Road

Document #: 2423337

Date: 12-01-2015 Time: 01:00:34 PM Pages: 1

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Chicago Title Company - SPS Wisconsin

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

Transfer Fee: \$1020.00

**The above recording information verifies

this document has been electronically

recorded and returned to Chicago Title Company - SPS Wisconsin

Recording Area

Name and Return Address

151-03-22-24-010-000

Parcel Identification Number (PIN)

This is not homestead property.

Together with all appurtenant rights, title and interests.

Dated this 25th day of November, 2015.

Michael S. Polsky, Esq., as Wis. State Chapter 128 Receiver of Lincoln Lutheran of Wisconsin, Inc.

* Michael S. Polsky, Esq., Receiver

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____.

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY

Christopher J. Murray, Esq.
Back, Cline, Bamberger & Polsky, S.C.

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

ACKNOWLEDGMENT

STATE OF Wisconsin)

) ss.

Milwaukee County,)

Personally came before me this 25th day of November, 2015, the above named Michael S. Polsky, Esq., as Wis. State Chapter 128 Receiver of Lincoln Lutheran of Wisconsin, Inc.

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

* Patricia A. Foster

Notary Public, State of Wisconsin

My Commission is permanent. (If not, state expiration date: _____)

* Number of persons signing in any capacity must be typed or printed below their signature.

STATE BAR OF WISCONSIN

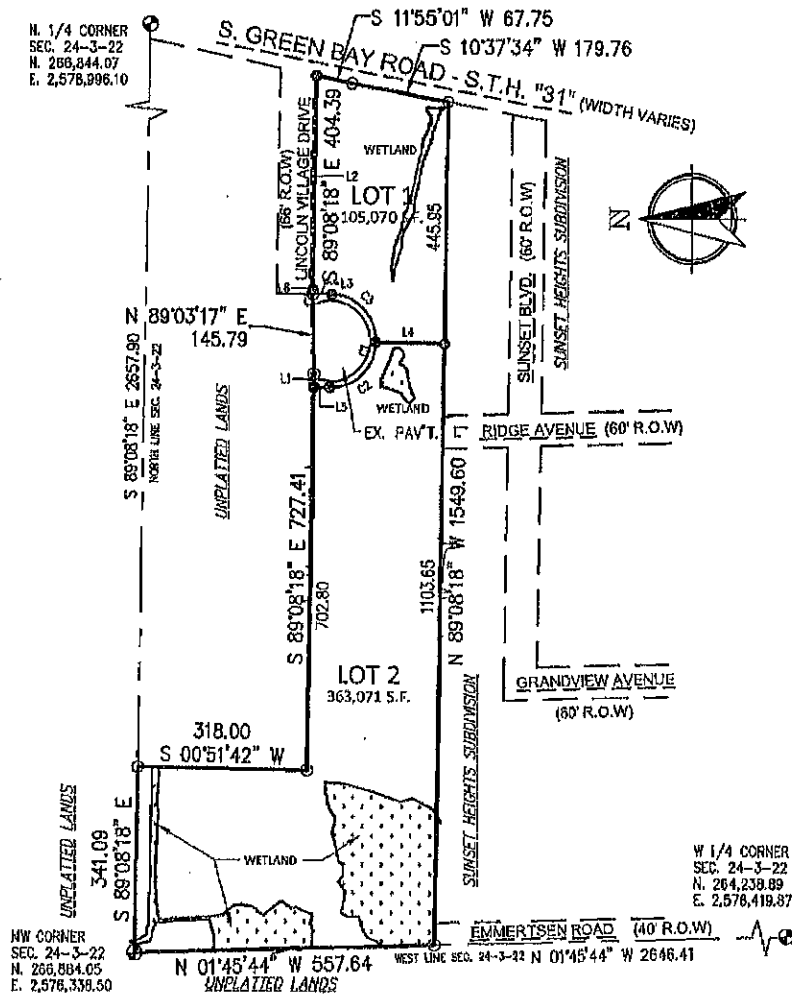
FORM No. 3 - 2006

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$34.00
Page # 3

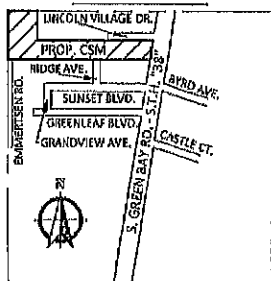
VOL 10 PAGE 610

CERTIFIED SURVEY MAP NO. 3226

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MT PLEASANT, RACINE COUNTY, WISCONSIN.



LOCATION MAP



NW 1/4 24-3-22



250' 0' 250'

SCALE 1"=250'

NOTES:

ZONING OF PARCELS IS RM-2

OWNER/LAND SPLITTER: MT. PLEASANT
EVANGELICAL LUTHERAN CHURCH
ADDRESS: 1748 SOUTH GREEN BAY ROAD
RACINE, WI. 53406

BEARINGS BASE: GRID NORTH, WISCONSIN
COORDINATE SYSTEM, SOUTH ZONE.
BASED UPON NAD 1927. THE NORTH LINE OF
SECTION 24-3-22 IS ASSUMED TO BEAR
S 89°08'18" E.

LEGEND:

- ⊙ 1" O.D. IRON PIPE FOUND
- ⊙ 5/8" O.D. REBAR - 1.68LBS/LIN FT. SET
- ⊗ CHISEL CROSS SET
- ⊙ "PK" NAIL
- ⊕ 6" CONC. MON. W / BRASS CAP FOUND

2016.0110.01.DWG
SHEET 1 OF 3 SHEETS



Nielsen Madsen + Barber

CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Website: www.nmbasc.net

This Instrument was drafted by Mark R. Madsen November 11, 2016

CERTIFIED SURVEY MAP NO. 3226

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MT PLEASANT, RACINE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Mark R. Madsen, hereby certify: That I have prepared this Certified Survey Map at the direction of Mt. Pleasant Evangelical Lutheran Church, Owner; THAT such Map is a correct representation of the exterior boundaries of the land surveyed and are described as: That part of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East in the Village of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at the Northwest 1/4 of said Section 24; run thence S89°08'18"E 341.09 feet along the North line of said Section 24; thence S00°51'42"W 318.00 feet; thence S89°08'18"E 727.41 feet parallel with the North line of said Section 24; thence N89°03'17"E 145.79 feet to a point on the South right of way of Lincoln Village Drive; thence S89°08'18"E 404.39 feet parallel with the North line of said Section 24 and along said South right of way to the West right of way of South Green Bay Road (STH 31); thence S11°55'01"W 67.75 feet along said West right of way; thence S10°37'34"W 179.76 feet along said West right of way to the North line of Sunset Heights Subdivision, a recorded plat; thence N89°08'18"W 1549.60 feet parallel with the North line of said Section 24 and along the North line of said Subdivision to the West line of said Section 24; thence N01°45'44"W 557.64 feet along said West line to the point of beginning. Containing 11.136 acres.

THAT I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and Section 101.06 of the Mt. Pleasant Land Division Control Ordinance. THAT such map is a true representation of all exterior boundaries of the land surveyed and the land division thereof made;

November 11, 2016

Mark R. Madsen
Mark R. Madsen, P.E., P.L.S. (S-2271)
Nielsen Madsen & Barber, S.C.
1458 Horizon Blvd. Suite 200
Racine, WI 53406
(262)634-5588



From (All of):
151-03-22-24-010-000
To:
Lot 1:
151-03-22-24-010-010
Lot 2:
151-03-22-24-010-020

OWNERS' CERTIFICATE

Mt. Pleasant Evangelical Lutheran Church as Owner hereby certify that we have caused the lands described on this map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. We also do further certify that this Certified Survey Map is required by s 236.10 or 236.12 to be submitted to the the following for approval or objection: Village Board of the Village of Mt. Pleasant.

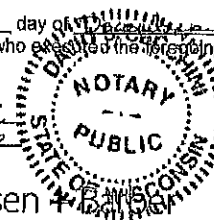
IN WITNESS WHEREOF the said Mt. Pleasant Evangelical Lutheran Church has caused these presents to be signed as Owner at Racine Wisconsin on this 11 day of December 2016.

David Santalucia
David Santalucia, Church Council President

STATE OF WISCONSIN)
COUNTY OF RACINE)

Personally came before me this 11 day of December, 2016, David Santalucia, Church Council President, to me known to be the person who executed the foregoing instrument, and acknowledged that they executed the foregoing.

Notary Public, *David A. Griffin*
My commission expires: April 27, 2020



Nielsen Madsen & Barber, S.C.
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd, Suite 200, Racine, WI, 53406
Tels: (262)634-5588 Website: www.nmbc.net

This instrument was drafted by Mark R. Madsen November 11, 2016

2016.0110.01.DWG
SHEET 2 OF 3 SHEETS

CERTIFIED SURVEY MAP NO. 3226

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MT PLEASANT, RACINE COUNTY, WISCONSIN.

CONSENT OF CORPORATE MORTGAGEE

Thrivent Financial, a corporation duly organized and existing under and by virtue of the laws of the State of WI, mortgagee of the above-described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this Certified Survey Map, and does hereby consent to the above certificate of Mt. Pleasant Evangelical Lutheran Church, owner.

IN WITNESS WHEREOF, the said Thrivent Financial has caused these presents to be signed by Lonnie Schuster, its Advanced Loan Underwriter at 625 4th Ave. S. Minneapolis, MN 55415 and its corporate seal to be hereunto affixed this 5th day of December, 2016.

Thrivent Financial

Lonnie Schuster
Lonnie Schuster

MINNESOTA
STATE OF WISCONSIN)
COUNTY OF KENNESHAW)

Personally came before me this 5th day of December, 2016, Lonnie Schuster of the above-named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Advanced Loan Underwriter of said corporation, and acknowledged that he executed the foregoing as such officer as the deed of said corporation, by its authority.

Notary Public, Peter K. Johnson
My commission expires: 1/31/2019

**VILLAGE'S CERTIFICATE**

APPROVED as a Certified Survey Map this 8 day of December, 2016.

Stephanie Kohlman
Stephanie Kohlman, Village Clerk/Treasurer

Curve Table							
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length	Tangent Bearing
C1	160°00'15"	85.00	270.18	INFINITE	S88°44'41"E	172.00	S01°15'28"W N01°18'12"E
C2	90°03'23"	85.00	135.17	85.08	S43°45'11"E	121.68	S01°15'31"W S88°47'53"E
C3	89°56'58"	85.00	135.01	85.92	N48°13'48"E	121.67	S88°47'42"E N01°15'18"E

Parcel Line Table		
Line #	Length	Direction
L1	24.61	S88°08'18"E
L2	402.88	S88°08'18"E
L3	34.02	N01°15'19"E
L4	124.23	S00°51'42"W
L5	28.24	S01°15'19"W
L6	1.71	S89°08'16"E



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd, Suite 200, Racine, WI 53406
Tele: (262)634-5588 Website: www.nmbc.net



This instrument was drafted by Mark R. Madsen November 11, 2016

2016.0110.01.DWG
SHEET 3 OF 3 SHEETS

Document number

AFFIDAVIT OF CORRECTION

(TYPE OR PRINT CLEARLY IN BLACK OR RED INK)

AFFIANT, Mark R. Madsen, P.E., P.L.S., hereby swears to affirm that a certain document titled Certified Survey Map 3226, executed between Mt. Pleasant Evangelical Lutheran Church, "Grantor" and Mt. Pleasant Evangelical Lutheran Church, "Grantee", was recorded in Racine County, Wisconsin, on December 9, 2016 as Document Number 2452594 and contained the following omissions:

1. The map does not indicate the right-of-way to be dedicated.
2. The existing utility easements were not shown.

The following are corrections to the above errors:

1. See the attached Exhibit A
2. See the attached Exhibit A

Recording area

Name and return address
Nielsen Madsen + Barber
1458 Horizon Blvd, Suite 200
Racine, WI 53406

151-03-22-24-010-010 & 020

Parcel identification number (PDN)

The basis for Undersigned's personal knowledge is (check one):

- ☐ Undersigned is the Grantor/Grantee of the property described in the conveyance
☒ Undersigned is the drafter of the conveyance that is the subject of the Correction Instrument
☐ Undersigned is the settlement agent in the transaction that is the subject of this Correction Instrument
☐ Other (Explain):

A copy of the conveyance (in part or whole) ☒ is ☐ is not attached to this Correction Instrument (if a copy of the conveyance is not attached, please attach legal description).

Undersigned has sent notice of the execution and recording of this Correction Instrument by 1st Class mail to all parties to the transaction that was subject to the conveyance at their last known address.

Dated: December 21, 2016

Mark R. Madsen
Mark R. Madsen, P.E., P.L.S.

ACKNOWLEDGMENT

State of Wisconsin)
County of Racine) ss.

Subscribed and sworn to (or affirmed) before me this
21st day of December, 2016.

Kim Williams
* Kim Williams

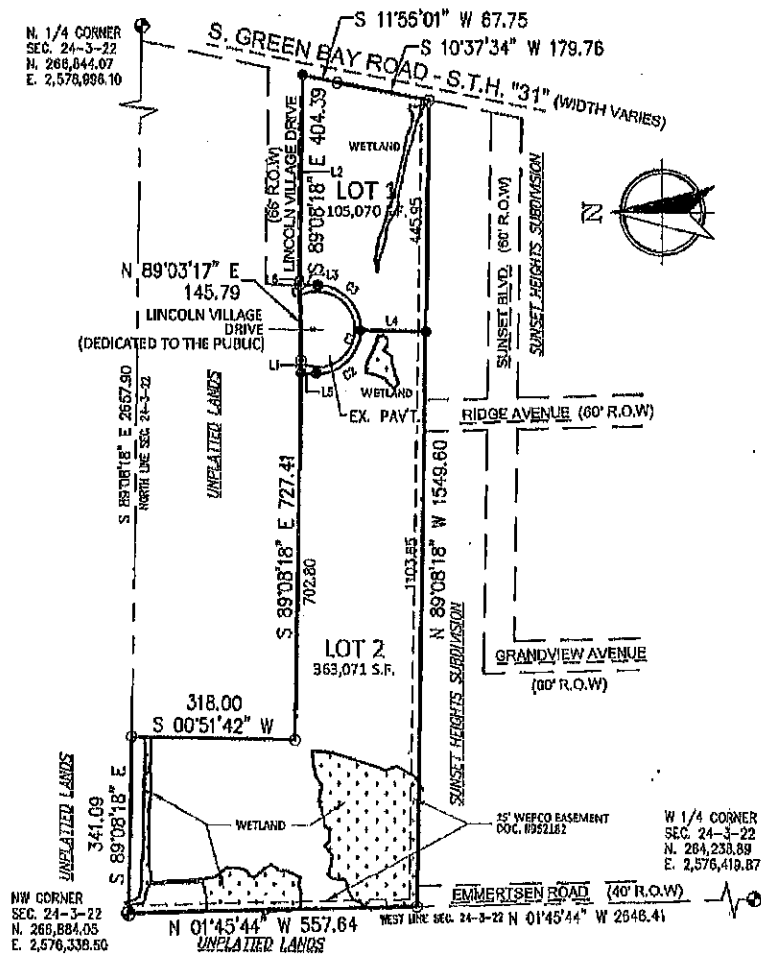
Notary Public, State of Wisconsin
My Commission expires: February 5, 2017.

This instrument is drafted by: Nielsen Madsen + Barber.

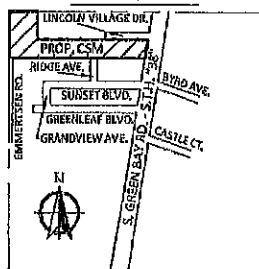
EXHIBIT A

CERTIFIED SURVEY MAP NO. 3226

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MT PLEASANT, RACINE COUNTY, WISCONSIN.



LOCATION MAP



NW 1/4 24-3-22

mb

Nielsen Madsen + Barber

CIVIL ENGINEERS AND LAND SURVEYORS

1458 Horizon Blvd., Suite 200, Racine, WI 53406

Tele: (262) 694-5588 Website: www.nmbssc.net

This Instrument was drafted by Mark R. Madsen November 11, 2016 (Revised December 20, 2016)

250' 0' 250'

SCALE 1"=250'

NOTES:

ZONING OF PARCELS IS RM-2

OWNER/LAND SPLITTER: MT. PLEASANT
EVANGELICAL LUTHERAN CHURCH
ADDRESS: 1748 SOUTH GREEN BAY ROAD
RACINE, WI. 53406

BEARINGS BASE: GRID NORTH, WISCONSIN
COORDINATE SYSTEM, SOUTH ZONE,
BASED UPON NAD 1927; THE NORTH LINE OF
SECTION 24-3-22 IS ASSUMED TO BEAR
S 89° 08' 18" E.

LEGEND:

- 1" O.D. IRON PIPE FOUND
- 5/8" O.D. REBAR - 1.68LBS/LIN FT. SET
- ⊗ CHISEL CROSS SET
- ⊙ "PK" NAIL
- ⊕ 6" CONC. MON. W / BRASS CAP FOUND

2016.0110.01.DWG
SHEET 1 OF 3 SHEETS

CERTIFIED SURVEY MAP NO. 3226

[illegible]

Map of the Lincoln Village area showing streets and a compass rose. The map includes Lincoln Village Dr., Prop. CSM, Bodge Ave., Sunset Blvd., Greenleaf Blvd., Grandview Ave., S. Green Bay Rd., Byrd Ave., and Castle Ct. A compass rose indicates North is towards the top-left.

Nielsen Madsen + Barber

This instrument was drafted by Mark B. Madsen November 11, 2015

SCALE 1"=250'

NOTES:

ZONING OF PARCELS IS RM-2

OWNER/LAND SPLITTER: MT. PLEASANT
EVANGELICAL LUTHERAN CHURCH
ADDRESS: 1748 SOUTH GREEN BAY ROAD
RACINE, WI. 53406

BEARINGS BASE; GRID NORTH, WISCONSIN
COORDINATE SYSTEM, SOUTH ZONE.
BASED UPON NAD 1927. THE NORTH LINE OF
SECTION 24-3-22 IS ASSUMED TO BEAR
S 89°08'18" E.

LEGEND:

- ⊙ 1" O.D. IRON PIPE FOUND
- ⊙ 5/8" O.D. REBAR - 1.68LBS/LIN FT. SET
- ⊙ CHISEL CROSS SET
- ⊙ "PK" NAIL
- ⊙ 6" CONC. MON. W / BRASS CAP FOUND

2016.01.10.01.DWG
SHEET 1 OF 3 SHEETS

CERTIFIED SURVEY MAP NO. 3226

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MT PLEASANT, RACINE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Mark R. Madsen, hereby certify: That I have prepared this Certified Survey Map at the direction of Mt. Pleasant Evangelical Lutheran Church, Owner; THAT such Map is a correct representation of the exterior boundaries of the land surveyed and are described as: That part of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East in the Village of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at the Northwest 1/4 of said Section 24; run thence S89°08'18"E 341.09 feet along the North line of said Section 24; thence S00°61'42"W 318.00 feet; thence S89°08'18"E 727.41 feet parallel with the North line of said Section 24; thence N89°03'17"E 145.79 feet to a point on the South right of way of Lincoln Village Drive; thence S89°08'18"E 404.39 feet parallel with the North line of said Section 24 and along said South right of way to the West right of way of South Green Bay Road (STH 31); thence S11°55'01"W 87.76 feet along said West right of way; thence S10°37'34"W 179.76 feet along said West right of way to the North line of Sunset Heights Subdivision, a recorded plat; thence N89°08'18"W 1549.60 feet parallel with the North line of said Section 24 and along the North line of said Subdivision to the West line of said Section 24; thence N01°45'44"W 557.84 feet along said West line to the point of beginning. Containing 11.135 acres.

THAT I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and Section 101.06 of the Mt. Pleasant Land Division Control Ordinance. THAT such map is a true representation of all exterior boundaries of the land surveyed and the land division thereof made;

November 11, 2016

Mark R. Madsen
Mark R. Madsen, P.E., P.L.S. (S-2271)
Nielsen Madsen & Barber, S.C.
1458 Horizon Blvd. Suite 200
Racine, WI 53406
(262)634-5588



From (All of):
151-03-22-24-010-000
To:
Lot 1:
151-03-22-24-010-010
Lot 2:
151-03-22-24-010-020

OWNERS' CERTIFICATE

Mt. Pleasant Evangelical Lutheran Church as Owner hereby certify that we have caused the lands described on this map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. We also do further certify that this Certified Survey Map is required by s 236.10 or 236.12 to be submitted to the the following for approval or objection: Village Board of the Village of Mt. Pleasant.

IN WITNESS WHEREOF the said Mt. Pleasant Evangelical Lutheran Church has caused these presents to be signed as Owner at Racine Wisconsin on this 11 day of November 2016.

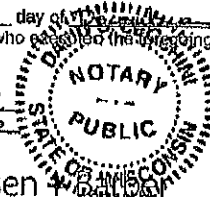
David Santalucia

David Santalucia, Church Council President

STATE OF WISCONSIN)
COUNTY OF Racine)

Personally came before me this 11 day of November, 2016, David Santalucia, Church Council President, to me known to be the person who executed the foregoing instrument, and acknowledged that they executed the foregoing.

Notary Public, *David A. Gifford*
My commission expires: April 21, 2020



Nielsen Madsen & Barber, S.C.
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Website: www.nmbcsc.net

This instrument was drafted by Mark R. Madsen November 11, 2016

2016.0110.01.DWG
SHEET 2 OF 3 SHEETS

CERTIFIED SURVEY MAP NO. 3226

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MT PLEASANT, RACINE COUNTY, WISCONSIN.

CONSENT OF CORPORATE MORTGAGEE

Thrivent Financial, a corporation duly organized and existing under and by virtue of the laws of the State of WI, mortgagee of the above-described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this Certified Survey Map, and does hereby consent to the above certificate of Mt. Pleasant Evangelical Lutheran Church, owner.

IN WITNESS WHEREOF, the said Thrivent Financial has caused these presents to be signed by Lonnie Schuster, its Advanced Loan Underwriter at 625 4th Ave S., Minneapolis, MN 55415 and its corporate seal to be hereunto affixed this 5th day of December, 2016.

Thrivent Financial

Lonnie Schuster
Lonnie Schuster

MINNESOTA
STATE OF WISCONSIN)
COUNTY OF HENNEPIN)

Personally came before me this 5th day of December, 2016, Lonnie Schuster of the above-named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Advanced Loan Underwriter of said corporation, and acknowledged that he executed the foregoing as such officer as the deed of said corporation, by its authority.

Notary Public, Peter K. Johnson
My commission expires: 1/31/2019

**VILLAGE'S CERTIFICATE**

APPROVED as a Certified Survey Map this 8 day of December, 2016.

Stephanie Kohlhaugen
Stephanie Kohlhaugen, Village Clerk/Treasurer

Curve Table						
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length
C1	180°00'15"	95.00	270.18	INFINITE	S85°48'41"E	172.60
C2	90°33'23"	95.00	135.37	89.08	S43°48'11"E	121.68
C3	89°38'59"	95.00	135.01	85.92	N48°13'48"E	121.57

Parcel Line Table		
Line #	Length	Direction
L1	24.61	S69°00'10"E
L2	402.88	S88°08'18"E
L3	34.02	N01°10'19"E
L4	124.23	S00°01'42"W
L5	28.24	S01°15'19"W
L6	1.71	S69°08'18"E



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd. Suite 200, Racine, WI 53406
Tele: (262)634-5588 Website: www.nmbac.net



This instrument was drafted by Mark R. Madsen November 11, 2016

2016.0110.01.DWG
SHEET 3 OF 3 SHEETS

DOCUMENT NO.

VC.1187 REC 68

WARRANTY DEED
FORM 888 -

THIS SPACE RESERVED FOR RECORDING DATA

THIS INDENTURE, Made this 5th day of July, A. D. 1973,
between Lincoln Lutheran Home of Racine, Wisconsin,
Inc.

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 Mt. Pleasant Evangelical
Lutheran Church

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 and other good and valuable consideration

RETURN TO
Konnak, Constantine &
Krohn

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:

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, bounded as follows: Begin at a 3/4 inch
diameter iron pipe stake on the Northline of said Section 24 at a point S89°08'18"E 1214.21
feet from a standard Racine County Monument marking the Northwest corner of said Section;
run thence S89°08'18"E 493.46 feet to a 3/4 inch diameter iron pipe stake; continue thence
S89°08'18"E 33.62 feet to the centerline of Wisconsin State Trunk Highway 31; run thence
S11°55'25"W 285.71 feet on the centerline of said highway; thence N89°08'18"W 33.62 feet
to a 3/4 inch diameter iron pipe stake; continue thence N89°08'18"W 438.64 feet to a 3/4
inch diameter iron pipe stake; thence N00°51'42"E 280.40 feet to the point of beginning.
Containing 3.00 acres exclusive of highway right of way. Reserving therefrom an ease-
ment for ingress and egress over the south 33 feet in width thereof.

(IF NECESSARY, CONTINUE DESCRIPTION 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 Lincoln Lutheran Home of Racine, Wisconsin, Inc.
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 conveying and delivery of these presents it is well satisfied 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, together with and subject
to all easements, restrictions and covenants set forth in an agreement
between the parties dated October 24, 1972, as modified by Easement
Agreement between the parties and also (continued on reverse side)

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 Lincoln Lutheran Home of Racine, Wisconsin, Inc.
party of the first part, has caused these presents to be signed by Robert A. Ernst, its Vice P-
President, and countersigned by L. Frank Vorpahl, its Secretary, at Racine,
Wisconsin, and its corporate seal to be hereunto affixed, this 5th day of July, A. D.
1973.

SEAL AND SIGNED IN PRESENCE OF

Robert G. Riegelman

Charles M. Constantine
State of Wisconsin,

Racine County,

Personally came before me, this 5th day of July, A. D. 1973,
Robert A. Ernst, Vice President, and L. Frank Vorpahl, 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 of said Corporation, by its authority.

THIS INSTRUMENT WAS DRAFTED BY

Robert G. Riegelman

Lincoln Lutheran Home of Racine, Wisconsin,
Inc.

Robert A. Ernst, Vice President

COUNTERSIGNED:

L. Frank Vorpahl

Robert G. Riegelman

Nobry Public, Racine County, Wis.

My commission EXPIRES (if) permanent.

(Section 19.11 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon
the names of the parties, grantor, grantee, witness and notary. Section 19.343 similarly requires that the name of the person who, or persons
which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.)

Wisconsin Legal Blank Company
Milwaukee, Wis. (Job 5016)

923922

1187-68

July 5, 1973

Warranty Deed

This instrument should be immediately filed on file to avoid
liability and litigation.

No.

TO

Return to:

STANLEY J. BIALOCKI
MILWAUKEE, WISCONSIN

(Continued from reverse side)

Lincoln Manor of Racine, Wisconsin, Inc., dated July 3, 1973, both of
which agreements have been this day recorded.

Wisconsin Real Estate Transfer Tax \$ 60.00

923922

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

Received for Record 5th day of

July A.D. 1973 at 1:24

o'clock P.M. and recorded in Volume 1187

of Records on page 68-69

Stanley J. Bialocki
Register of Deeds

300

VOL 1187 PAGE 69

EXC

1027288

DOCUMENT NO.

1027288

This Deed, made between Lincoln Lutheran Home of Racine, Wisconsin, Inc.
Grantor
and Lincoln Villas, Inc.
Grantee,

Witnesseth, That the said Grantor for a valuable consideration of One Dollar (\$1.00)
conveys to Grantee the following described real estate in Racine County,
State of Wisconsin.

STATE BAR OF WISCONSIN - FORM 1
WARRANTY DEED
THIS SPACE RESERVED FOR RECORDING DATA

Received for Record May 12th 1978
Recorded in Volume 1443
on page 255
Stanley J. Bialecki
Register of Deeds
RETURN TO 1443

That part of the North West One-quarter (1/4) of Section Twenty-four (24), Township Threa (3) North, Range Twenty-two (22) East, bounded as follows: Commence at a standard Racine County monument marking the Northwest corner of said Section 24; run thence South 89° 08' 18" East 341.09 feet on the North line of said Section to a 3/4" diameter iron pipe stake and the point of beginning of this description; continue thence South 89° 08' 18" East on said North line 873.12 feet to an iron pipe stake; thence South 00° 51' 42" West 247.40 feet to a 3/4" diameter iron pipe stake and the point of curvature of a curve of Northwesterly convexity whose radius is 221.83 feet and whose long chord bears South 75° 30' 11" West 117.51 feet; thence Westerly on the arc of said curve to a 3/4" diameter iron pipe stake and the point of curvature of a curve of Northwesterly convexity whose radius is 75.00 feet and whose long chord bears South 40° 14' 20" West 51.07 feet; thence Southerly on the arc of said curve 52.11 feet to a 3/4" diameter iron pipe; thence North 89° 08' 18" West 727.41 feet to a 3/4" diameter iron pipe stake; thence North 00° 51' 42" East 318.00 feet to the point of beginning. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

(Tax Code: M2-24-7)

Exemption Section 77.25 (7).

See Exempt 77.25

1443 PAGE 255

1443-255

May 12, 1978

Together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining
And Lincoln Lutheran Home of Racine, Wisconsin, Inc.
warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except

and will warrant and defend the same,
Executed at Milwaukee, Wisconsin this 4th day of May, 1978

SIGNED AND SEALED IN PRESENCE OF

LINCOLN LUTHERAN HOME OF RACINE, WISCONSIN, INC.

Dexter D. Black

By: William Strenke (SEAL)
William Strenke, President

Bruce Mitchell

Joy Moy (SEAL)
Joy Moy, Executive Secretary

Bruce Mitchell

(SEAL)

Signatures of Lincoln Lutheran Home of Racine, Wisconsin by William Strenke, President
and Joy Moy, Executive Secretary
authenticated this 4th day of May, 1978

Dexter D. Black
Dexter D. Black

Titler Member State Bar of Wisconsin or Other Party
Authorized under Sec. 706.06 viz.

STATE OF WISCONSIN

ss.

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

THIS INSTRUMENT WAS DRAFTED BY

Dexter D. Black

The use of witnesses is optional.

Notary Public, County, Wis.

My commission (expires) (is)

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

WARRANTY DEED

STATE BAR OF WISCONSIN
FORM No. 1-1971

Wisconsin Legal Blank Company
Milwaukee, Wis. (Job 32517)

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

DOC # 2188598

Recorded
Sep. 22, 2008 AT 02:13PM

Document Number

Document Name

THIS DEED, made between Lincoln Lutheran of Racine, Wisconsin, Inc.

("Grantor," whether one or more), and Lincoln Villas, Inc.

("Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Racine County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

That part of the Northwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, Wisconsin, described as follows: Commence at a point on the North line of said Northwest 1/4 located S89°08'18"E 1214.21 feet from the Northwest corner of said Northwest 1/4; thence S00°51'42"W 247.40 feet to the North line of Lincoln Village Drive and the point of beginning of this description; run thence S00°51'42"W 66.00 feet; thence S89°03'17"W 145.79 feet to a point on a curve of Northwesterly convexity whose radius is 75.00 feet and whose chord bears N40°14'20"E 51.07 feet; thence Northeasterly 52.11 feet along the arc of said curve to the point of curvature of a curve of Northeasterly convexity whose radius is 221.83 feet and whose chord bears N75°30'11"E 117.51 feet; thence Northeasterly 118.93 feet along the arc of said curve to the point of beginning. Containing 7,318 square feet.

The above parcel is to be combined with and incorporated into Tax Parcel
No. 51-151-03-22-24-011-001

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$11.00

Fee Exempt 77.25-(113)

Recording Area

Name and Return Address

Riegelman & Mueckler, S.C.
Box #110

Part of 51-151-03-22-24-010-000

Parcel Identification Number (PIN)

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

Dated September 19, 2008.

Lincoln Lutheran of Racine, Wisconsin, Inc.

(SEAL) By: Carol Barkow (SEAL)

* Carol Barkow, President

(SEAL) By: Paulette E. Kissee (SEAL)

* Paulette Kissee, Secretary

AUTHENTICATION

Signature(s) _____

authenticated on _____

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT DRAFTED BY:

Robert G. Riegelman

State Bar No. 1007895

ACKNOWLEDGMENT

STATE OF WISCONSIN)

RACINE COUNTY

Personally came before me on 9/19/08
the above-named Carol Barkow and Paulette Kissee

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

Patricia A. Labucki
Notary Public, State of WISCONSIN

My commission (is permanent) (expires: 6-28-09)

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

*Type name below signatures.

INFO-PRO™ Legal Forms • (800)655-2021 • info@lpro.com

DOCUMENT NO.

AFFIDAVIT OF CORRECTION

DOC # 2191597

Recorded

Oct. 22, 2008 AT 03:23PM

THIS FORM IS INTENDED TO CORRECT SCRIVENER'S ERRORS.

THIS FORM SHOULD NOT BE USED FOR THE FOLLOWING PURPOSES WITHOUT THE NOTARIZED SIGNATURES OF THE GRANTOR/GRANTEE*

- Altering boundary lines
- Altering title/ownership
- Adding property
- Deleting property

AFFIANT, hereby swears or affirms that the attached document recorded on the 22nd day of September, 2008 (year) in volume _____, page _____, as document no. 2188598

and was recorded in the Register of Deeds of Racine

County, State of WI, contained the following error (if more space is needed, please attach an addendum):

The reference to "Section 13" in the first line of the legal description is in error.

James A. Ladwig

JAMES A. LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$13.00



RECORDING AREA

NAME AND RETURN ADDRESS
Riegelman & Mueckler, S.C.
Box #110

Pin: Part of 51-151-03-22-24-010-000

The correction is as follows (if more space is needed, please attach an addendum):

The reference to "Section 13" in the first line of the legal description is stricken and "Section 24" is inserted in its place.

A complete original or copy of the original document should be attached.

Dated this 22nd day of October, 2008

Affiant's Signature (type name below)

* Robert G. Riegelman

Grantee's Signature (type name below)

*

Grantor's Signature (type name below)

*

Grantee's Signature (type name below)

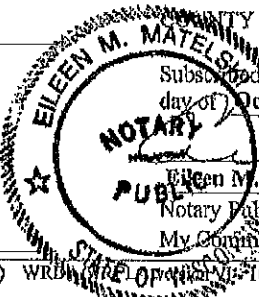
*

Grantor's Signature (type name below)

*

STATE OF WISCONSIN
COUNTY OF RACINE)SS.

Subscribed and sworn to (or affirmed) before me this 22nd day of October, 2008



Eileen M. Matelski (type name below)

Eileen M. Matelski
Notary Public, State of WISCONSIN
My Commission (expires) (s) 2/22/09

Drafted by: Robert G. Riegelman

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

DOC # 2188598

Recorded

Sep. 22, 2008 AT 02:13PM

Document Number

Document Name

THIS DEED, made between Lincoln Lutheran of Racine, Wisconsin, Inc.

("Grantor," whether one or more), and Lincoln Villas, Inc.

("Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Racine

County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

That part of the Northwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, Wisconsin, described as follows: Commence at a point on the North line of said Northwest 1/4 located S89°08'18"E 1214.21 feet from the Northwest corner of said Northwest 1/4; thence S00°51'42"W 247.40 feet to the North line of Lincoln Village Drive and the point of beginning of this description; run thence S00°51'42"W 66.00 feet; thence S89°03'17"W 145.79 feet to a point on a curve of Northwesterly convexity whose radius is 75.00 feet and whose chord bears N40°14'20"E 51.87 feet; thence Northeasterly 52.11 feet along the arc of said curve to the point of curvature of a curve of Northeasterly convexity whose radius is 221.83 feet and whose chord bears N75°30'11"E 117.51 feet; thence Northeasterly 118.93 feet along the arc of said curve to the point of beginning. Containing 7,318 square feet.

The above parcel is to be combined with and incorporated into Tax Parcel No. 51-151-03-22-24-011-001

James A. Ladwig

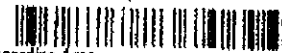
JAMES A. LADWIG

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$11.00

Fee Exempt 77.25-(13)



Recording Area

Name and Return Address

Riegelman & Mueckler, S.C.

Box #110

11-

Part of 51-151-03-22-24-010-000

Parcel Identification Number (PIN)

This is not homestead property.

(ix) (is not)

Dated September 19, 2008.

Lincoln Lutheran of Racine, Wisconsin, Inc.

(SEAL) By: Carol Barkow (SEAL)

* Carol Barkow, President

(SEAL) By: Paulette E. Kissea (SEAL)

* Paulette Kissea, Secretary

AUTHENTICATION

Signature(s) _____

authenticated on _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Robert G. Riegelman

State Bar No. 1007895

ACKNOWLEDGMENT

STATE OF WISCONSIN

RACINE COUNTY

Personally came before me on 9/22/08
the above-named Carol Barkow and Paulette Kissea

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

* Patricia A. Labucki
Notary Public, State of WISCONSIN

My commission (is permanent) (expires: 6-28-09)



NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
QUIT CLAIM DEED

*Type name below signatures.

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FORM NO. 3-2003

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

This award of damages is made pursuant to a relocation order of the State of Wisconsin Department of Transportation, Division of Highways, dated August 28, 1974, and filed in the office of the County Clerk of Racine County, for the improvement of State Trunk Highway 31 in Racine County.

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

The interest acquired by this award is for

See attached Page 2 for Legal Description

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on See Page 2, XXXX

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

One thousand seven hundred and no/100

Dollars (\$ 1,700.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

RECEIVED FOR RECORD

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

REGISTER OF DEEDS

COUNTY

STATE OF WISCONSIN/DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

By B. E. Behnson
Highway Commission Secretary

Pursuant to authority granted by motion duly made,
seconded, and adopted on Oct 29 1974
Date

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

Parcel No. 24

Project 2390-1-21

VOL 1244 PAGE 373

948230

1244-373

Nov. 6, 1974

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

That part of Section 24, Township 3 North, Range 22 East described in Volume 1092 of Racine County Records on Page 455, lying easterly of a line which is 60.00 feet westerly of, as measured normal to, and parallel with the following described reference line of S.T.M. 31. Excepting therefrom the lands described in Volume 1187 of Racine County Records on Page 68.

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 0.17 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 westerly 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. 948230
Received for Record 8-21 day of
November A.D., 1974 at 1:01
o'clock P.M. and recorded in Volume 1244
of Records on page 373-374

Stanley F. Bialecki
Register of Deeds

3.00

DOCUMENT NO:

884232

WARRANTY DEED
STATE OF WISCONSIN - FORM 4

THIS SPACE RESERVED FOR RECORDING DATA

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

Received for Record 17th day of

June, A.D. 1971 at 2:50

o'clock P.M. and recorded in Volume 1092

of RECORDS on page 455

Stanley J. Bialecki

2008 REGISTRAR IN CHIEF

ACTUARY TO

THIS INDENTURE Made this 8th day of June, A.D. 1971
between Benjamin W. Heald and Henrietta Evelyn
Sewell Heald, his wife

part 1st of the first part, and
Lincoln Lutheran Home of Racine, Wisconsin, Inc.

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 part 1st, of the first part, for and in consideration of

the sum of One (\$1.00) Dollar and other good and

valuable consideration,

to them, in hand 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 do

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:

The North 1/2 of that part of the Northwest 1/4 of Section 24, Township
3 North, Range 22 East, bounded as follows: Begin at the Northwest
corner of said Northwest 1/4; run thence South 17 chains 63-1/2 links;
thence East 22 chains, 11 links to the center of the highway known as
the United States Road; thence Northeasterly in the center of said road
to the North line of said Section 24; thence West along the North line
of said Section to the place of beginning.

Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin.

Wisconsin Real Estate Transfer Tax \$ 129.20

IF NECESSARY, CONTINUE DESCRIPTION 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 part 1st, 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 Benjamin W. Heald and Henrietta Evelyn Sewell Heald, his wife,

for themselves, their heirs, executors and administrators, do 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

they are 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 any unpaid sewer and water assessments

and that the above bargained premises in the quiet and peaceful 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, they

will forever WARRANT AND DEFEND.

In Witness Whereof, the said part 1st, of the first part has hereunto set their hand, seal and seal

this 8th day of June, A.D. 1971.

SIGNED AND SEALED IN PRESENCE OF

Robert G. Riegelman

ROBERT G. RIEGELMAN, F.L.A. 33853

Heidi G. Austin

HEIDI G. AUSTIN, F.L.A. 33853

Benjamin W. Heald (SEAL)

Henrietta Evelyn Sewell Heald (SEAL)

Henrietta Evelyn Sewell Heald (SEAL)

(SEAL)

(SEAL)

State of Wisconsin, Racine

VOL 1092 PAGE 455

County of Racine } ss.
Personally came before me, this 8th day of June, A.D. 1971
the above named Benjamin W. Heald and Henrietta Evelyn Sewell Heald, his wife,

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

THIS INSTRUMENT WAS DRAFTED BY
Robert G. Riegelman, Attorney at Law.

Harry L. Wise
Notary Public, Racine County, Wis.

My commission (expires) (10-11-71) - 10-11-71

NOTARY PUBLIC STATE OF WISCONSIN
BONDED (and paid up) \$10,000.00

WARRANTY DEED - To Corporation

STATE OF WISCONSIN

WISCONSIN REAL ESTATE COMMISSION

884232

1092-455

June 17, 1971

EXC 26

992175

1357-437

Jan. 13, 1977

ORDER ACCEPTING DEED AND LAYING OUT OF TOWN ROAD

WHEREAS LINCOLN LUTHERAN HOME OF RACINE, WISCONSIN, INC., a Wisconsin corporation, and MT. PLEASANT LUTHERAN CHURCH, formerly known as Mt. Pleasant Evangelical Lutheran Church, and Racine County National Bank as Mortgagee, have dedicated to the TOWN OF MT. PLEASANT property hereinafter described for highway purposes; and

WHEREAS it is deemed necessary that a Town highway be laid out and maintained over said property;

NOW, THEREFORE, IT IS ORDERED: That the Town of Mt. Pleasant, Racine County, Wisconsin, does hereby accept the dedication of the property hereinafter described for highway purposes, and does hereby order that a Town highway be laid out, improved and maintained over said property, such subject, however, to the prior condition that said dedicators will have at their own expense constructed said public highway in accordance with the provisions of Chapter 12 of the Code of General Ordinances of said Town of Mt. Pleasant, and that said public highway shall not be opened for travel thereon until said construction shall have been completed and approved in accordance with said Chapter 12 all in accordance with the Statutes in such case made and provided, said property being described as follows:

Description of lands to be dedicated for public highway purposes, located in the Northwest 1/4 of Section 24, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin, as follows:

Commence at a standard Racine County monument, marking the Northwest corner of said Section 24; thence South 89°08'18" East along the North line of said Section 24, 1214.21 feet to a 3/4 inch iron pipe stake; thence South 00°51'42" West, 247.40 feet to the point of beginning; thence continue South 00°51'42" West, 66.00 feet; thence South 89°08'18" East, 404.69 feet to the West right-of-way line of State Trunk Highway "31"; thence North 11°55'25" East, along the West right-of-way line of State Trunk Highway "31", 67.24 feet; thence North 89°08'18" West, 417.57 feet to the point of beginning.

Said parcel contains 0.62 acres of land more or less.

992175

Register's Office
Racine County, Wis.
Received for Record 13 day of January A.D. 1977 at 8:24
clock, P.M. and recorded in Volume 1357
on page 437-440

Stanley J. Bialecki

Dated this 10th day of January

A.D. 1977

VEL 1357 PAGE 438

George A. VanHaverbeke
GEORGE A. VANHAVERBEKE, Chairman

Melvin R. Hansche
MELVIN R. HANSCHKE, Supervisor

Mary Carrington
MARY CARRINGTON, Supervisor

Donald B. Anderson
DONALD B. ANDERSON, Supervisor

Robert F. White
ROBERT F. WHITE, Supervisor

TOWN BOARD

Attest:

Kermit C. Hansen
KERMIT C. HANSEN, Town Clerk



Filed this 10th day of January

A.D. 1977

DEDICATION DEED

LINCOLN LUTHERAN HOME OF RACINE, WISCONSIN, INC., a Wisconsin corporation, herein called "the Grantor Home" and MT. PLEASANT LUTHERAN CHURCH, formerly known as Mt. Pleasant Evangelical Lutheran Church, herein called "the Grantor Church"; in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, hereby dedicate to the TOWN OF MT. PLEASANT, County of Racine and State of Wisconsin, a municipal corporation, the following described premises:

Description of lands to be dedicated for public highway purposes, located in the Northwest 1/4 of Section 24, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin, as follows:

Commence at a standard Racine County monument, marking the Northwest corner of said Section 24; thence South 89°08'18" East along the North line of said Section 24, 1214.21 feet to a 3/4 inch iron pipe stake; thence South 00°51'42" West, 247.40 feet to the point of beginning; thence continue South 00°51'42" West, 66.00 feet; thence South 89°08'18" East, 404.69 feet to the West right-of-way line of State Trunk Highway "31"; thence North 11°55'25" East; along the West right-of-way line of State Trunk Highway "31", 67.24 feet; thence North 89°08'18" West, 417.57 feet to the point of beginning.

Said parcel contains 0.62 acres of land more or less,

for the purpose of a public highway, and we do hereby for the same consideration release said Town from all damages by reason of the laying out and opening of said described public highway.

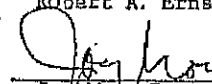
And the Grantor Home and the Grantor Church for themselves and their successors and assigns hereby covenant, grant, bargain and agree to and with the said Town of Mt. Pleasant, its successors and assigns, that they will (1) at their own expense, construct said public highway in accordance with the provisions of Chapter 12 of the Code of General Ordinances of the Town of Mt. Pleasant, and that (2) no parcel of land abutting upon such public highway will be sold until such public highway has been constructed and approved as provided in said Chapter 12.

RACINE COUNTY NATIONAL BANK, a banking corporation
and Mortgagee of the above described premises also joins in this
Dedication Deed.

IN WITNESS WHEREOF, we have hereunto set our hands
and seals this 8th day of December A.D. 1977..

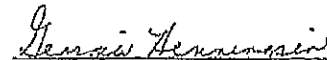
LINCOLN LUTHERAN HOME OF RACINE,
WISCONSIN, INC.


Robert A. Ernst, Chairman

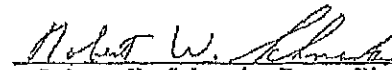

Joy Moy, Executive Director

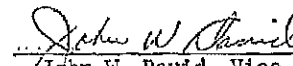
MT. PLEASANT LUTHERAN CHURCH


Robert A. Ernst, President



Georgia Henningsen, Secretary

RACINE COUNTY NATIONAL BANK


Robert W. Schnack, Exec. Vice President


John W. David, Vice President

Signatures of Robert A. Ernst, and Joy Moy, Chairman and Executive
Director, respectively, of Lincoln Lutheran Home of Racine, Wis-
consin, Inc.; and Robert A. Ernst and Georgia Henningsen, President
and Secretary, respectively, of Mt. Pleasant Lutheran Church; and
Robert W. Schnack and John W. David, Executive Vice President
and Vice President, respectively, of Racine County National
Bank, authenticated this 8th day of December, 1976.


Charles M. Constantine
Member State Bar of Wisconsin

This instrument was drafted by
William E. Dye
Attorney at Law

SOLD
Lot 2

Document Name

FORM NO. I-2003
LMT-62763

EXHIBIT "A"

Parcel I:

Lot 2 of Certified Survey Map No. 3226, recorded in the office of the Register of Deeds for Racine County, Wisconsin on December 9, 2016 in Volume 10 of Certified Survey Maps, Page 610, as Document No. 2452594 and being a part of the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, Racine County, Wisconsin.

The following is for informational purposes only:

Address: 1748 S. Green Bay Road

Tax Key No. 151-03-22-24-010-020 (from 151-03-22-24-010-000 in 2016 for 2017 tax roll)

Parcel II: Access Easement Agreement

Access Easement Agreement dated January 27, 2017 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on January 30, 2017 as Document No. 2456636.

EXHIBIT B- PERMITTED EXCEPTIONS

Wetland areas as noted on Certified Survey Map No. 3226

Agreement contained in document dated 8/22/1997 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on 10/3/1977 as Document No. 1012013

Easement as it pertains to the west and south property lines of Parcel I contained in a document dated February 5, 1975 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 24, 1975, as Document No. 952182.

Encroachment Easement in document dated February 5, 1975 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 12, 2010 as Document No. 2242290; and the existing parking lot encroachment onto Lot 2

Affidavit of Correction for Certified Survey Map No. 3226 dated December 21, 2016 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on December 29, 2016, as Document No. 2454248.

Possible encroachment of a chain link fence on the Northwest side of parcel as noted on ALTA/ACSM Land Title Survey by Chaput Land Surveys LLC dated February 18, 2015, drawing number 1931-dmb.

Possible encroachment of a transformer pad on the Northwest side of parcel as noted on ALTA/ACSM Land Title Survey by Chaput Land Surveys LLC dated February 18, 2015, drawing number 1931-dmb.

Utility Easement Agreement dated January 27, 2017 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on January 30, 2017, as Document No. 2456637.

Access Easement Agreement dated January 27, 2017 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on January 30, 2017, as Document No. 2456636.

Mt. Pleasant Storm Water Utility District, Assessments, if any

Mt. Pleasant Sanitary District, Assessments, if any

923921

1187-61

July 5, 1973

EASEMENT AGREEMENT

This Agreement made this 3rd day of July, 1973 by and between Lincoln Manor of Racine, Wisconsin, Inc., a Wisconsin corporation hereinafter referred to as "Manor", Lincoln Lutheran Home of Racine, Inc., a Wisconsin corporation hereinafter referred to as "Home", and Mt. Pleasant Evangelical Lutheran Church, a Wisconsin religious society hereinafter referred to as "Church",

WITNESSETH:

WHEREAS, Manor is the owner of the following described real estate, to-wit:

That part of the South West One-quarter (1/4) of Section Thirteen (13); Township Three (3) North, Range Twenty-two (22) East, bounded as follows: Commence at the South West corner of the said South West 1/4; run thence South 89° 08' 18" East 590.67 feet on the south line of said South West 1/4 to the point of beginning of this description; run thence North 00° 51' 42" East 294.45 feet to a point on the south line of 16th Street; thence South 89° 08' 18" East 484.01 feet to a point of curvature of a curve of Northeasterly convexity whose radius is 545.00 feet and whose chord bears South 73° 08' 46" East 300.30 feet; thence Southeasterly 304.24 feet on the arc of said curve and the southerly line of 16th Street to a point of reverse curvature of a curve of southwesterly convexity whose radius is 556.01 feet and whose chord bears South 73° 08' 46" East 308.87 feet; thence Southeasterly 310.89 feet on the arc of said curve and the southerly line of 16th Street to its point of tangency; thence South 89° 08' 18" East 113.93 feet to a point on the centerline of State Highway Trunk 31; thence South 15° 15' 26" West 103.48 feet on said centerline; thence South 11° 55' 25" West 27.45 feet on said centerline to a point on the south line of said South West 1/4; thence North 89° 08' 18" West 1150.62 feet on the south line of said South West 1/4 to the point of beginning of this description, said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

hereinafter referred to as the Manor Parcel, and

923921
Recorder's Office
Racine County, Wis.
Subscribed and sworn to before me this 5th day of July, A.D. 1973 at 1187-61
and recorded in Volume 1187
at Racine, Wis. on page 61-67
Healy J. Bielacki
Notary Public
State of Wisconsin
S.O.O.

1187-61

WHEREAS, Home is the owner of the following described real estate, to-wit: .

VOL 1187 PAGE 62

The North 1/2 of that part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, bounded as follows: Begin at the Northwest corner of said Northwest 1/4; run thence South 17 chains 63-1/2 links; thence East 22 chains 11 links to the center of the highway known as the United States Road; thence Northeasterly in the center of said road to the North line of said Section 24; thence West along the North line of said Section to the place of beginning. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin. Excepting therefrom the Church parcel hereinafter described.

also,

All that certain piece or parcel of land situate in the Town of Mt. Pleasant, County of Racine, State of Wisconsin, known and described as the South 15/40 of the South 40 acres of that part of the Southwest 1/4 of Section 13, Township 3 North, of Range 22 East, that lies West of the highway running Northerly and Southerly through said Section 13, comprising 15 acres more or less. Excepting therefrom the Manor parcel above described.

which property is hereinafter referred to as the Home parcel, and

WHEREAS, Church has this day purchased from Home and is the owner of the following described real estate, 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, bounded as follows: Begin at a 3/4 inch diameter iron pipe stake on the North line of said Section 24 at a point S89° 08' 18" E 1214.21 feet from a standard Racine County monument marking the Northwest corner of said Section; run thence S89° 08' 18" E 493.46 feet to a 3/4 inch diameter iron pipe stake; continue thence S89° 08' 18" E 33.62 feet to the centerline of Wisconsin State Trunk Highway 31; run thence S 11° 55' 25" W 285.71 feet on the centerline of said highway; thence N89° 08' 18" W 33.62 feet to a 3/4 inch diameter iron pipe stake; continue thence N89° 08' 18" W 438.64 feet to a 3/4 inch diameter iron pipe stake; thence N00° 51' 42" E 280.40 feet to the point of beginning. Containing 3.00 acres exclusive of highway right of way.

hereinafter referred to as the Church parcel, and

WHEREAS, by virtue of the provisions of Paragraph 4 A, B, and C of that certain Agreement of Purchase and Sale between Home and Church dated October 24, 1972, it was agreed that Church would be granted certain easement rights over the Manor Parcel, and

WHEREAS, the parties desire to reduce said easement agreement to a separate written document,

NOW THEREFORE, in consideration of the premises and the sum of \$3,250.00 in hand paid by Home to Manor, it is agreed by and between the parties hereto, as follows:

FIRST. Manor hereby grants to Church a perpetual, non-exclusive easement for ingress and egress over that portion of the Manor Parcel described as follows, to-wit:

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a point on the southline of said Section 13 located S89° 08' 18" E 1391.28 feet from a standard Racine County monument marking the Southwest corner of said Section; run thence N20° 52' 30" E 177.52 feet to a point on a curve of Southwesterly convexity, whose radius is 556.92 feet and whose chord bears S69° 05' 30" E; thence southeasterly 33.01 feet on the arc of said curve and the southerly line of 16th Street; thence S20° 52' 30" E 165.48 feet; thence N89° 08' 18" W 35.12 feet to the point of beginning.

SECOND. Church shall, at its sole expense, construct and maintain in good condition a road within the easement area which shall connect the Church Parcel and 16th Street and shall be located as close to the Westerly boundary of the easement as feasible after due consideration to the location and use of buildings to be constructed on the "Church Parcel".

The remaining portion of the easement should be properly landscaped and maintained by Church.

THIRD.

Vol. 1187 PAGE 64

Church shall construct said road with curb and gutter and surface same with blacktop, and the construction of said road shall be fully completed within one year after completion of a church building upon the Church Parcel or this easement shall become null and void and of no further force and effect.

FOURTH.

The easement herein granted is non-exclusive and said easement and the road to be constructed thereon shall be for the mutual benefit of and may be used by all employees, agents, residents, visitors to and frequenters of the Church, Home and Manor parcels as a means of ingress and egress between 16th Street and the parcels adjacent to and abutting the easement, but such rights shall not give employees, agents, residents, visitors to and frequenters of the Home and Manor parcels any right to enter upon or across the Church Parcel itself. To facilitate this provision, Home and Manor shall have the right to make such curb cuts as they deem necessary for reasonable access to their properties.

FIFTH.

The Church may install and maintain to the extent necessary for its use and enjoyment of the Church Parcel, sewer and water laterals and mains beneath the 83 foot easement hereinabove described, which sewer and water laterals and mains will connect the Church Parcel to public sewer and water services in 16th Street.

SIXTH.

The Church may enter upon the Manor Parcel to make and maintain connections between the Church Parcel and any sewer, water, gas, electric, telephone and cable T. V. services installed over, upon and beneath the Lincoln Manor Parcel, provided, however, that upon completion of such connections, the Church shall restore the Manor Parcel to the condition it was prior to entry thereon, and the making of such connections.

SEVENTH.

Church agrees that it will indemnify and save harmless Manor, Home and their respective successors and assigns from all claims, damages and liabilities arising from and in connection with any failure on its part to maintain the road and easement in as reasonably safe a condition as the nature thereof shall reasonably permit, or its failure to comply with any other requirements of this grant.

EIGHTH.

In the event Church shall fail to maintain said road or easement as herein required, for a period of ninety (90) days after written notice of such failure, the Home or Manor shall have the option to make such repairs at the expense of Church or to close said road and easement for use until such time as such maintenance shall be performed.

NINTH.

This Easement Agreement is in fulfillment of and therefore supersedes the provisions of Paragraphs 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

LINCOLN MANOR OF RACINE, WISCONSIN, INC.

By Richard Jensen
Richard Jensen, Vice-President

Attest:

Duane Kramer Secretary

LINCOLN LUTHERAN HOME OF
RACINE, WISCONSIN, INC.

MT. PLEASANT EVANGELICAL
LUTHERAN CHURCH, L. C. A.

VOL. 1187 PAGE 66

By Robert A. Ernst Vice President By Robert A. Ernst President

Attest:

L. Frank Vorpahl Secretary

Laverne Sorenson Secretary

Signatures of Richard Jensen and

Duane Kramer President and Secretary respectively
of Lincoln Manor of Racine, Wisconsin, Inc. authenticated this 5th day
of July, 1973.

Robert G. Riegelman
Member of State Bar of Wisconsin

Signatures of Robert A. Ernst and L. Frank Vorpahl, President and
Secretary respectively of Lincoln Lutheran Home of Racine, Wisconsin, Inc.
authenticated this 5th day of July, 1973.

Robert G. Riegelman
Member of State Bar of Wisconsin

Signatures of Robert A. Ernst and

Laverne Sorenson President and Secretary respectively.

of Mt. Pleasant Evangelical Lutheran Church, L. C. A., authenticated
this 5th day of July, 1973

Robert G. Riegelman
Member State Bar of Wisconsin

A. L. Grootemaat & Sons, Inc., being owner of the first mortgage
covering this property hereinabove described as the Manor Parcel, which
mortgage is dated November 1, 1971 and was recorded in the office of the
Register of Deeds for Racine County, Wisconsin on November 2, 1971 in
Volume 1110 of Records at page 173 as Document No. 881689 hereby
consents to the execution of the above Easement Agreement by Lincoln
Manor of Racine, Wisconsin, Inc. and further hereby subordinates its
mortgagee's interest in said Manor Parcel to the easement and agreement
providing, however, A. L. Grootemaat & Sons, Inc.
therein contained, / does not subordinate its mortgagee's interest in
said Manor Parcel to the provisions of the sixth
paragraph of the agreement.

IN WITNESS WHEREOF, the said corporation has caused these

presents to be duly executed this 3rd day of July, 1973.

A. L. GROOTEMAAT & SONS, INC.

By R. C. Eschweiler, vice President

Attest David G. Krill, Assistant Secretary

Personally came before me this 3rd day of July,

1973 the above named R. C. Eschweiler and David G. Krill

to me known to be the persons who executed the foregoing
and acknowledged the same.

Marcia Hegdalski
Notary Public, Racine County, Wisconsin
My Commission expires 8/22/76

VC 1187 PAGE 67

This instrument was drafted by: Robert G. Riegelman

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, the undersigned grantor, LINCOLN LUTHERAN HOME OF RACINE, INC., owner, does hereby convey unto

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, and also to construct, install, operate, maintain and replace riser equipment, electric pad-mounted transformers, electric pad-mounted switch-fuse units, together with concrete slabs and other necessary and usual appurtenant equipment, above ground, 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 strips of land of varying width being a part of its premises in the Southwest One-quarter (SW $\frac{1}{4}$) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, and 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; said strips of land being described as follows:

A strip of land fifteen (15) feet in width being a part of the said Southwest One-quarter (SW $\frac{1}{4}$) of Section Thirteen (13) and the said Northwest One-quarter (NW $\frac{1}{4}$) of Section Twenty-four (24), the centerline of said strip being described as: Commencing at the southwest corner of the said Southwest One-quarter (SW $\frac{1}{4}$) of Section Thirteen (13); running thence South eighty-nine degrees, eight minutes, eighteen seconds (89°08'18") East along the south line of the said Southwest One-quarter (SW $\frac{1}{4}$) of Section Thirteen (13) a distance of thirty-three (33.0) feet; running thence North one degree, fifty minutes, forty-nine seconds (01°50'49") West parallel with the west line of the said Southwest One-quarter (SW $\frac{1}{4}$) of Section Thirteen (13) two hundred forty and seven tenths (240.7) feet to a point on the south right-of-way line of 16th Street, said point being the point of beginning of the centerline of the aforesaid fifteen-foot strip of land; running thence South one degree, fifty minutes, forty-nine seconds (01°50'49") East parallel with the west line of said Southwest One-quarter (SW $\frac{1}{4}$) of Section Thirteen (13), two hundred forty and seven tenths (240.7) feet to a point on the south line of the said Southwest One-quarter (SW $\frac{1}{4}$) of Section Thirteen (13); running thence South one degree, forty-five minutes, forty-three seconds (01°45'43") East parallel with the west line of the said Northwest One-quarter (NW $\frac{1}{4}$) of Section Twenty-four (24) five hundred fifty-seven and two tenths (557.2) feet to a point thirty-three (33.0) feet South eighty-eight degrees,

13-150-000
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only

952182

1254-478

Feb. 24, 1975

fifty-six minutes, thirteen seconds ($88^{\circ}56'13''$) East of the west line of the said Northwest One-quarter ($NW\frac{1}{4}$) of Section Twenty-four (24);

Also, a strip of land fifteen (15) feet in width being a part of the said Northwest One-quarter ($NW\frac{1}{4}$) of Section Twenty-four (24), the southerly line of said fifteen-foot strip of land described as follows: Commencing at the northwest corner of the said Northwest One-quarter ($NW\frac{1}{4}$) of Section Twenty-four (24); running thence South one degree, forty-five minutes, forty-three seconds ($01^{\circ}45'43''$) East along the west line of the said Northwest One-quarter ($NW\frac{1}{4}$) of Section Twenty-four (24) five hundred fifty-seven and six one-hundredths (557.06) feet to a point; running thence South eighty-eight degrees, fifty-six minutes, thirteen seconds ($88^{\circ}56'13''$) East thirty-three (33.0) feet to a point, said point being the point of beginning of the southerly line of the aforesaid fifteen-foot strip of land; continuing thence South eighty-eight degrees, fifty-six minutes, thirteen seconds ($88^{\circ}56'13''$) East one thousand five hundred seventeen (1517.00) feet to a point on the westerly right-of-way line of Relocated S.T.H. "31";

Also, strips of land ten (10) feet in width being described as the northerly ten (10) feet and the westerly ten (10) feet of its premises lying easterly of the easterly right-of-way of Relocated S.T.H. "31" in the said Northwest One-quarter ($NW\frac{1}{4}$) of Section Twenty-four (24), said premises being more particularly described as follows: Commence at the northeast corner of the said Northwest One-quarter ($NW\frac{1}{4}$) of Section Twenty-four (24); run thence North eighty-seven degrees, thirty-seven minutes, eleven seconds ($87^{\circ}37'11''$) West five hundred thirty-five and sixty-eight one-hundredths (535.68) feet on the north line of the said Northwest One-quarter ($NW\frac{1}{4}$) of Section Twenty-four (24) to the point of beginning of this description; continue thence North eighty-seven degrees, thirty-seven minutes, eleven seconds ($87^{\circ}37'11''$) West three hundred ten (310.0) feet on said north line to the easterly right-of-way line of Relocated S.T.H. "31"; run thence South thirteen degrees, twenty-six minutes, thirty-two seconds ($13^{\circ}26'32''$) West six hundred eighty-four and ninety-five one-hundredths (684.95) feet parallel and seventy (70.0) feet easterly measured at right angles to the centerline of said Relocated S.T.H. "31" to a point of curvature of a curve of southwesterly convexity whose radius is twenty (20.00) feet and whose chord bears South thirty-two degrees, twelve minutes, fifty-one seconds ($32^{\circ}12'51''$) East twenty-eight and sixty-one one-hundredths (28.61) feet; thence southeasterly thirty-one and eighty-seven one-hundredths (31.87) feet on the arc of said curve

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to its point of compound curvature of a curve of southwesterly convexity whose radius is two thousand five hundred eight and thirty-three one-hundredths (2508.33) feet and whose chord bears South eighty degrees, fifty-one minutes, thirteen seconds ($80^{\circ}51'13''$) East, two hundred sixty-one and eighty one-hundredths (261.08) feet; thence southeasterly two hundred sixty-one and nineteen one-hundredths (261.19) feet on the arc of said curve to its point of compound curvature of a curve of southeasterly convexity whose radius is thirty (30.0) feet and whose chord bears North fifty-four degrees, forty-eight minutes, ten seconds ($54^{\circ}48'10''$) East thirty-nine and sixty-five one-hundredths (39.65) feet; thence northeasterly forty-three and thirty-one one-hundredths (43.31) feet on the arc of said curve to its point of tangency; thence North thirteen degrees, twenty-six minutes, thirty-two seconds ($13^{\circ}26'32''$) East five hundred fourteen and thirty-three one-hundredths (514.33) feet parallel and three hundred seventy-three (373.0) feet easterly measured at right angles to the centerline of said Relocated S.T.R. "31" to a point of curvature of a curve of northwesterly convexity whose radius is ninety-six (96.0) feet and whose chord bears North forty-five degrees, twenty minutes, forty-seven seconds ($45^{\circ}20'47''$) East one hundred one and forty-seven one-hundredths (101.47) feet; thence northeasterly one hundred six and ninety-one one-hundredths (106.91) feet on the arc of said curve; thence North twelve degrees, forty-four minutes, fifty-seven seconds ($12^{\circ}44'57''$) West one hundred twenty-seven and seventy-six one-hundredths (127.76) feet to the point of beginning of this description.

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

The grantor covenants and agrees that no structures will be erected over or placed in such proximity to said underground and/or above ground electrical facilities as to interfere with the construction, operation or maintenance of such facilities.

The grantee and its agents shall have the right to enter upon the premises of the undersigned for the purpose of exercising the rights herein acquired. The grantee, however, agrees to restore, or cause to have restored, the premises of the undersigned, as nearly as possible, to the condition existing prior to any entry by the grantee or its agents. This restoration, however, does not apply to brush or trees which may be trimmed or removed pursuant to the rights granted in this easement.

This grant of easement 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 LINCOLN LUTHERAN HOME OF RACINE, INC. caused these presents to be executed on its behalf by its President and attested to by its Secretary, and its corporate seal hereunto affixed this 5th day of February, 1975.

In Presence of:

LINCOLN LUTHERAN HOME OF RACINE, INC.
By Dexter D. Black
Dexter D. Black President.

ATTEST:

By L. Frank Vorpahl
L. Frank Vorpahl Secretary.

STATE OF WISCONSIN)
) ss:
Racine COUNTY)

Personally came before me this 5th day of February, 1975,
DEXTER D. BLACK, President, and
L. FRANK VORPAHL, Secretary, of
the above named LINCOLN LUTHERAN HOME OF RACINE, INC.
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 LINCOLN LUTHERAN HOME OF RACINE, INC. corporation,
and acknowledged that they executed the foregoing instrument as such officers, as the
deed of said LINCOLN LUTHERAN HOME OF RACINE, INC. corporation, by its authority.

I.D.O. R-665
NO 420-01-4049
RGA 1/8/75
SEP 12-75

Robert G. Sanford
Robert G. Sanford
Notary Public, Racine County, WI.
My commission expires February 12, 1978

This Instrument Was Drafted By
Robert G. Sanford
On Behalf of Wisconsin Electric Power Company

Register's Office } ss. 952182
Racine County, Wis.
Received for Record 24th day of
February A.D. 1975 at 10:54
o'clock A.M. and recorded in Volume 1254
at Records - 476-481

Barney J. Bielinski
Register of Deeds

VOL 1254 PAGE 481

- 4 -

5.00

Document Number
CONVEYANCE OF RIGHTS IN LAND
(Non-Fee Land Interests)

Wisconsin Department of Transportation
Exempt from filing transfer form 8.77.21(1) Wis. Stats.
Village Projects 5/2016 s.81.34 (3) and (3m) Wis. Stats.

We Energies - Electric, GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the Village of Mount Pleasant, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the ~~subordinate~~ right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Other persons having an interest in record in the property: None

Legal Description

All that part of the Southeast Quarter (SE/4) of Section 14, T3N, R22E and the Southwest Quarter (SW/4) of Section 13, T3N, R22E in the Village of Mt. Pleasant, Racine, Wisconsin, subject to Grantor's easement or interests included in lands acquired by the Grantee for Project 1170544, 16th Street to 5TH 20 (Emmertsen Road), Racine County, Wisconsin, as filed with the County Clerk of Racine County, State of Wisconsin.

The Grantor's easements are recorded:

March 18, 1987, Volume 1862, Pages 765-766 as Document No. 1223290; Parcel 1
February 5, 1973, Volume 1167, Pages 197-199 as Document No. 918407; Parcel 16
February 24, 1976, Volume 1254, Pages 478-481 as Document No. 952182; Parcel 15
June 30, 2005 as Document No. 2035993; Parcel 15
January 20, 1988, Volume 1782, Pages 533-535 as Document No. 1185578; Parcel 16
January 20, 1988, Volume 1782, Pages 529-531 as Document No. 1185577; Parcel 17
July 20, 1978, Volume 1457, Pages 118-119 as Document No. 1032789; Parcel 17
January 30, 1986, Volume 1783, Pages 473-476 as Document No. 118578; Parcel 18
March 11, 1976, Volume 1256, Pages 253-254 as Document No. 952866; Parcel 19
November 17, 1975, Volume 1291, Pages 461-462 as Document No. 966541; Parcel 31, 32

In the Racine County Register of Deeds office or exists by prescriptive rights as defined by Wis. Stats., Section 393.28, Parcel 1, 15, 16, 17, 18, 19, 31 and 32.

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Document # 2523925
RACINE COUNTY REGISTER OF DEEDS
June 28, 2019 03:17 PM

Tracey Vega

TRACEY VEGA
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

**The above recording information verifies
this document has been electronically recorded**
Returned to The HIGHLAND GROUP OF WISCONSIN, INC.
Pages: 2

This space is reserved for recording data

Return to

The Highland Group
110 N. Third St.
Watertown, WI 53094

Parcel Identification Number/Tax Key Number

Various

Acknowledgment

WE Energies - Electric
(Grantor Name)
[Signature]
(Signature)
Dawn M. Neuy
(Title)
Manager, Public Service
(Name)
[Signature]
(Signature)
MICHELE M. SMULLEN
(Name)
STATE OF WISCONSIN
(Notary Public Seal)

March 5, 2019
(Date)
State of Wisconsin
Milwaukee County } ss.
On the above date, this instrument was acknowledged before me by the named person(s).
[Signature]
(Signature, Notary Public)
Nicole M. Smullen
(Print or Type Name, Notary Public)
May 7, 2019
(Date Commission Expires)

Document #: **2456636**

Date: 01-30-2017 Time: 03:55 PM Pages: 19

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Landmark Title of Racine

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies
this document has been electronically
recorded and returned to Landmark Title of Racine**

Document No.

ACCESS EASEMENT AGREEMENT

Return to:

The Evangelical Lutheran Good Samaritan
Society

Attn: Legal Department

4800 W. 57th Street, P.O. Box 5038

Sioux Falls, South Dakota, 57117-5038

Parcel A 151-03-22-24-010-010

Parcel B 151-03-22-24-010-020

Parcel Numbers

THIS ACCESS EASEMENT AGREEMENT (the "*Agreement*") is made as of this 27 day of January, 2017, by and among Mt. Pleasant Evangelical Lutheran Church ("*Parcel A Owner*"), and The Evangelical Lutheran Good Samaritan Society ("*Parcel B Owner*").

RECITALS:

A. Parcel A Owner is the owner of certain real property located in the Village of Mt. Pleasant, Racine County, Wisconsin, as described on the attached Exhibit A as Lot 1 of Certified Survey Map No. 3226 and referred to in this Agreement as "*Parcel A*".

B. Parcel B Owner is the owner of certain real property also located in the Village of Mt. Pleasant, Racine County, Wisconsin, adjoining Parcel A, as described on the attached Exhibit A as Lot 2 and referred to on the exhibit and in this Agreement as "*Parcel B*".

C. Parcel A Owner desires to grant to Parcel B Owner an access easement for vehicular and pedestrian access over a portion of Parcel A as shown on Exhibit B as more fully set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. **Grant by Parcel A Owner.** Pursuant to the terms and conditions contained in this Agreement, Parcel A Owner grants to Parcel B Owner and Parcel B and all present and future owners of Parcel B and their occupants, agents, employees, guests, licensees, and invitees (collectively, "Users") a temporary, non-exclusive easement for vehicular (including, without limitation semi-truck and heavy construction-related equipment) and pedestrian ingress and egress ("Roadway") over, upon across and through a portion of Parcel A as shown on Exhibit B attached hereto ("Access Easement Area") and such area outside of the Access Easement Area as may be reasonably necessary for construction of the Roadway.

2. **Limitations on Use.** Subject to Parcel B Owner's rights under this Agreement, Parcel A Owner may continue to enjoy and use the surface of the Access Easement Area for vehicle and pedestrian access to the balance of Parcel A. Parcel A Owner and Parcel B Owner each agree not to erect or install any buildings, structures or improvements on the surface of the Access Easement Area (other than the Roadway) or create a subsurface condition under the Access Easement Area that would hinder, impede or obstruct any other party's permitted use of the Access Easement Area. Parcel B Owner shall use reasonable efforts to schedule and coordinate its installation and maintenance work on the Access Easement Area so as to not materially interfere with Parcel A Owner's use and enjoyment of Parcel A, including not performing work on weekends. Except in case of emergencies, Parcel B Owner shall maintain at least one useable vehicular drive and access over the Access Easement Area during any work in the Access Easement Area. Parcel B Owner shall provide 15 days' advance written notice to Parcel A Owner of scheduled installation, maintenance or excavation work in the Access Easement Area, except in the case of emergencies. If and to whatever extent Parcel B Owner's use, installation work or maintenance activities disturbs or materially and adversely affects Parcel A outside of the Access Easement Area, Parcel B Owner shall restore the premises, as nearly as possible, to the condition existing prior to any entry or activity by Parcel B Owner or its agents or invitees.

3. **Consistent Uses Allowed.** Subject to Section 2 above and this Section, Parcel A Owner shall have the rights to use the surface area of the Access Easement Area in any way not inconsistent with the grant in this Agreement. Parcel A Owner shall not plant any trees, bushes or other vegetation (other than grass) within the Access Easement Area. Parcel B Owner, upon 5 days' prior written notice, may from time to time enter the Access Easement Area to trim, cut down and otherwise remove and control any trees, brush, roots and other vegetation within the Access Easement Area.

4. **Indemnity.** Parcel B Owner shall indemnify and defend Parcel A Owner and its officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the respective use of the Access Easement Area by Parcel B Owner or its agents, contractors, subcontractors, invitees, or employees. Parcel A Owner shall indemnify and defend Parcel B Owner and its respective officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the respective use of the Access Easement Area by Parcel A Owner or its agents, contractors, subcontractors, invitees, or employees.

5. **No Liens.** Parcel B Owner shall not allow any liens or encumbrances to encumber Parcel A, including the Access Easement Area, as a result of Parcel B Owner's use or exercise of the Access Easement Area or its rights under this Agreement.

6. **Default.** If any party shall default in the performance of its obligations under this Agreement, the non-defaulting party shall forward written notice to the defaulting party outlining such default. The defaulting party shall cure such default within twenty-one (21) days after the giving of such notice, except that the cure period shall be extended to a reasonable time to cure any default that cannot reasonably be cured within the twenty-one (21) day period, provided the default is curable and the defaulting party has commenced to cure within the 21-day period and diligently pursues a cure at all times thereafter until the default is cured. If the defaulting party shall fail or refuse to cure such default within the applicable cure period, the non-defaulting party may attempt to cure the default and shall be reimbursed by the defaulting party for all reasonable, actual out of pocket costs incurred in so doing, and the non-defaulting party can take any action allowed by law or equity to enforce its rights, including, without limitation, obtaining injunctive relief, which the parties recognize is an appropriate remedy since monetary damages may not be sufficient. However, in no case shall any party have the unilateral right to terminate, cancel or otherwise render null and void any portion of this Agreement. If a suit is commenced to enforce this Agreement, the prevailing party is entitled to recover all reasonable, actual attorneys' fees and costs from the unsuccessful party in the suit.

7. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Parcel A Owner and Parcel B Owner and their respective successors and assigns as owners of Parcel A and Parcel B, respectively. The easements granted under Section 1 of this Agreement are easements appurtenant to Parcel B and may not be transferred separately from, or severed from, title to Parcel B. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than Parcel A and Parcel B without the consent of the owners of the fee simple interest of all of Parcel A and Parcel B. The specific parties named as Parcel A Owner and Parcel B Owner in this Agreement, and each of their respective successors and assigns as fee simple owners of Parcel A and Parcel B, respectively, or any portion of Parcel A and Parcel B, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in Parcel A and Parcel B, respectively, except, however, for obligations that accrued during the party's period of ownership of title.

8. **Non-Use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Agreement.

9. **Termination.** This Agreement shall terminate upon the dedication and acceptance by the Village of Mt. Pleasant of the access drive depicted on Exhibit C attached hereto as a public right-of-way. After the termination date, Parcel B Owner, upon written request by Parcel A Owner, shall execute and deliver to Parcel A Owner a written release and discharge in recordable form of this Access Easement Agreement.

10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

11. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Racine County, Wisconsin.

12. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

13. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

14. **No Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever. Parcel A Owner and Parcel B Owner each agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Access Easement Area, whether by express grant, implication, or prescription. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

15. **Execution.** This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

[Remainder of the page intentionally left blank; signature pages to follow]

MT. PLEASANT EVANGELICAL LUTHERAN CHURCH

SIGNATURE PAGES TO ACCESS EASEMENT AGREEMENT

Dated: January 27, 2017.

Mt. Pleasant Evangelical Lutheran Church
(Parcel A Owner)

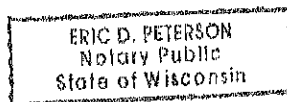
By: [Signature]
Name: David Santalucia, President

By: [Signature]
Name: Cherise Hart, Council Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF RACINE

This instrument was acknowledged before me on January 27, 2017, by David Santalucia, Council President and Cherise Hart, Council Secretary, officers of Mt. Pleasant Evangelical Lutheran Church, on behalf of Mt. Pleasant Evangelical Lutheran Church.



[Signature]
(Name and Signature of notary public)
Notary Public, State of Wisconsin
My commission expires: 3-27-2017

THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY
SIGNATURE PAGES TO ACCESS EASEMENT AGREEMENT

Dated: January 26, 2017

The Evangelical Lutheran Good Samaritan Society
(Parcel B Owner)

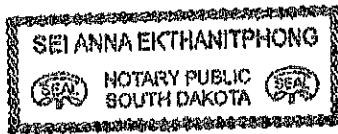
By: Joseph E. Herdina

Name: Joseph E. Herdina, Assistant Treasurer

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA

This instrument was acknowledged before me on January 26, 2017, by Joseph E. Herdina, as Assistant Treasurer of The Evangelical Lutheran Good Samaritan Society, on behalf of The Evangelical Lutheran Good Samaritan Society.



Sei Anna Ekthanitphong
Sei Anna L. Ekthanitphong
Notary Public, State of South Dakota

My commission expires: 11/25/2020

This document was drafted by

Erica Delain
Stinson Leonard Street LLP
150 South Fifth Street
Minneapolis, MN 55402
612-335-1500

EXHIBIT A

Certified Survey Map No. 3226

Parcel A legal description:

Lot 1 of Certified Survey Map No. 3226, recorded in the Office of the Register of Deeds for Racine County, Wisconsin on December 9, 2016, in Volume 10 of Certified Survey Maps, Page 610, as Document No. 2452594, as amended pursuant to that certain Affidavit of Correction, recorded in the Office of the Register of Deeds for Racine County, Wisconsin on December 29, 2016, as Document No. 2454248, and being a part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and part of Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 3 North, Range 22 east. Said land being in the Village of Mount Pleasant, Racine County, Wisconsin.

Parcel B legal description:

Lot 2 of Certified Survey Map No. 3226, recorded in the Office of the Register of Deeds for Racine County, Wisconsin on December 9, 2016, in Volume 10 of Certified Survey Maps, Page 610, as Document No. 2452594, as amended pursuant to that certain Affidavit of Correction, recorded in the Office of the Register of Deeds for Racine County, Wisconsin on December 29, 2016, as Document No. 2454248, and being a part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and part of Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 3 North, Range 22 east. Said land being in the Village of Mount Pleasant, Racine County, Wisconsin.

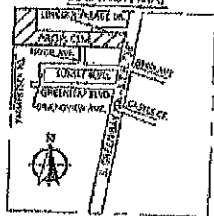
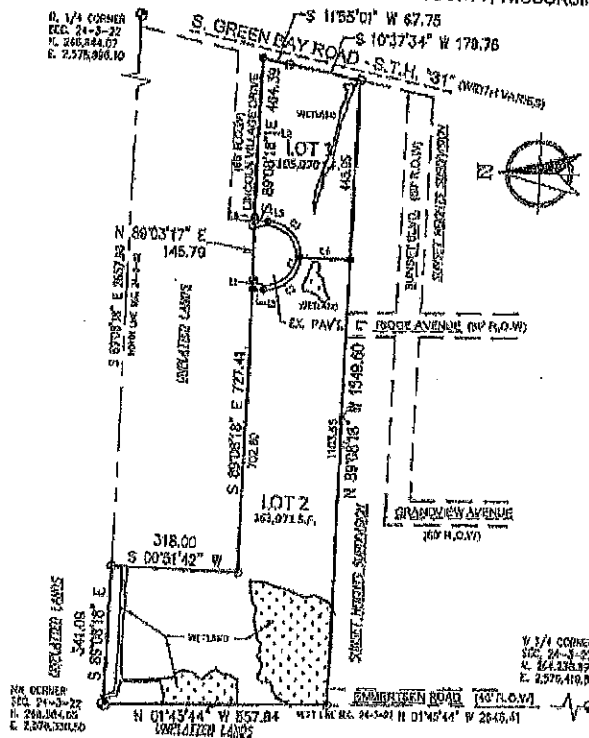
DOCUMENT # 2452594
RACINE COUNTY REGISTER OF DEEDS
December 29, 2016 1:33 PM

TYSON FETTER
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$34.00
Page: 1 of 3

VOL10 PAGE 530

CERTIFIED SURVEY MAP NO. 3220

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MT PLEASANT, RACINE COUNTY, WISCONSIN.



NW 1/4 24-3-22



11-11-16

250' 0' 250'

SCALE 1"=250'

NOTES:
ZONING OF PARCELS IS RM-2
OWNER/LAND SPLITTER: MT. PLEASANT
EVANGELICAL LUTHERAN CHURCH
ADDRESS: 1748 SOUTH GREEN BAY ROAD
RACINE, WI 53405
BEARINGS BASED: GRID-NORTH, WISCONSIN
COORDINATE SYSTEM, SOUTH ZONE.
BASED UPON MAD 1027, THE NORTHLINE OF
SECTION 24-3-22 IS ASSUMED TO BEAR
S89°08'18\"/>

- LEGEND:
- 1" O.A. IRON PIPE FOUND
 - 5/8" O.D. REBAR, 1.68 LBS/LIN FT. SET
 - CHISEL CROSS-SET
 - 1/2" NAIL
 - 6" CONC. MON. W/ BRASS CAP FOUND

mb Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd, Suite 200, Racine, WI 53406
Tele: (262) 634-5588 Website: www.nmbisc.net

This instrument was drafted by Mr. L.R. Madsen November 11, 2016

2016.0110.01.DWG
SHEET 1 OF 3 SHEETS

CERTIFIED SURVEY MAP NO. 3226

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MT PLEASANT, RACINE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Mark R. Madsen, hereby certify: That I have prepared this Certified Survey Map at the direction of Mt. Pleasant Evangelical Lutheran Church, Owner; THAT such Map is a correct representation of the exterior boundaries of the land surveyed and are described as: That part of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East in the Village of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at the Northwest 1/4 of said Section 24; run thence S89°08'18"E 341.09 feet along the North line of said Section 24; thence S00°51'42"W 318.00 feet; thence S89°08'18"E 727.11 feet parallel with the North line of said Section 24; thence N88°03'17"E 145.78 feet to a point on the South right of way of Lincoln Village Drive; thence S89°08'18"E 404.39 feet parallel with the North line of said Section 24 and along said South right of way to the West right of way of South Green Bay Road (STH 31); thence S11°55'01"W 87.75 feet along said West right of way; thence S10°57'34"W 179.70 feet along said West right of way to the North line of Sunset Heights Subdivision, a recorded plat; thence N89°06'19"W 1649.00 feet parallel with the North line of said Section 24 and along the North line of said Subdivision to the West line of said Section 24; thence N01°46'44"W 557.64 feet along said West line to the point of beginning. Containing 11.135 acres.

THAT I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and Section 101.06 of the Mt. Pleasant Land Division Control Ordinance. THAT such map is a true representation of all exterior boundaries of the land surveyed and the land division thereof made;

November 11, 2016

Mark R. Madsen, P.E., P.L.S. (S-2271)
Nielsen Madsen & Barber, S.C.
1458 Horizon Blvd. Suite 200
Racine, WI 53406
(262)634-5588



From (All 6):
151-03-22-24-010-000
To:
Lot 1:
151-03-22-24-010-010
Lot 2:
151-03-22-24-010-020

OWNERS' CERTIFICATE

Mt. Pleasant Evangelical Lutheran Church as Owner hereby certify that we have caused the lands described on this map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. We also do further certify that this Certified Survey Map is required by s.236.10 or 236.12 to be submitted to the the following for approval or objection: Village Board of the Village of Mt. Pleasant.

IN WITNESS WHEREOF the said Mt. Pleasant Evangelical Lutheran Church has caused these presents to be signed as Owner at Racine, Wisconsin on this 1 day of December, 2016.

David Santalucia
David Santalucia, Church Council President

STATE OF WISCONSIN)
COUNTY OF RACINE)

Personally came before me this 1 day of December, 2016, David Santalucia, Church Council President, to me known to be the person who executed the foregoing instrument, and acknowledged that they executed the foregoing.

Notary Public, David H. Gies
My commission expires: April 1, 2017



Nielsen Madsen & Barber, S.C.
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd. Suite 200, Racine, WI 53406
Tel: (262)634-5588 Website: www.nmbse.com

This instrument was drafted by Mark R. Madsen November 11, 2016

2016.0110.01.DWG
SHEET 2 OF 3 SHEETS

CERTIFIED SURVEY MAP NO. 3226

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MT PLEASANT, RACINE COUNTY, WISCONSIN.

CONSENT OF CORPORATE MORTGAGEE

Thrivent Financial, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above-described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this Certified Survey Map, and does hereby consent to the above certificate of Mt. Pleasant Evangelical Lutheran Church, owner.

IN WITNESS WHEREOF, the said Thrivent Financial has caused these presents to be signed by Lonnie Schuster, its Authorized Loan Underwriter at 625 4th Ave. S., Minneapolis, MN 55415 and its corporate seal to be hereunto affixed this 5th day of December, 2016.

Thrivent Financial

Lonnie Schuster
Lonnie Schuster

STATE OF WISCONSIN
COUNTY OF RAVENNA

Personally came before me this 5th day of December, 2016, Lonnie Schuster of the above-named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Authorized Loan Underwriter of said corporation, and acknowledged that he executed the foregoing as such officer as the deed of said corporation, by its authority.

Notary Public, Peter K. Johnson
My commission expires: 1/31/2019



VILLAGE'S CERTIFICATE

APPROVED as a Certified Survey Map this 8 day of December, 2016.

Blaphania Kolihagen
Blaphania Kolihagen, Village Clerk/Treasurer

Curve Table						
Curve #	Bells	Radius	Arc	Tangent	Chord Distance	Chord Length
C1	15°00'15"	86.00	220.14	101°47'2"	58° 42' 47"	172.00
C2	0°03'25"	86.00	135.37	55° 40' 11"	31° 40' 11"	101.60
C3	31°57'00"	86.00	133.04	45.32	144° 30' 43"	171.60

Parcel Line Table		
Line #	Length	Direction
L1	24.61	89°00' 00"
L2	40.26	315°00' 00"
L3	44.02	10°00' 00"
L4	124.25	80°00' 00"
L5	28.24	50°00' 00"
L6	1.74	55°00' 00"



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd. Suite 200, Racine, WI, 53406
Tel: (262) 534-5588 Website: www.nmbc.net



This instrument was drafted by Mark R. Madsen November 11, 2016

2016.0110.01.DWR
SHEET 3 OF 3 SHEETS

Document number

AFFIDAVIT OF CORRECTION

(TYPE OR PRINT CLEARLY IN BLACK OR RED INK)

AFFIANT, Mark R. Madsen, P.E., P.L.S., hereby swears to affirm that a certain document titled Certified Survey Map 3226, executed between Mt. Pleasant Evangelical Lutheran Church, "Grantor" and Mt. Pleasant Evangelical Lutheran Church, "Grantee", was recorded in Racine County, Wisconsin, on December 9, 2016 as Document Number 2452594 and contained the following omissions:

1. The map does not indicate the right-of-way to be dedicated.
2. The existing utility easements were not shown.

The following are corrections to the above errors:

1. See the attached Exhibit A
2. See the attached Exhibit A

[Signature]
TYSON REILES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$38.00
Pages: 4

Record this area

Name and return address

Nielsen Madsen + Barber
1458 Horizon Blvd, Suite 200
Racine, WI 53406

151-03-22-24-010-010 & 020

Parcel identification number (PIN)

The basis for Undersigned's personal knowledge is (check one):

- ☐ Undersigned is the Grantor/Grantee of the property described in the conveyance
☒ Undersigned is the drafter of the conveyance that is the subject of the Correction Instrument
☐ Undersigned is the settlement agent in the transaction that is the subject of this Correction Instrument
☐ Other (Explain):

A copy of the conveyance (in part or whole) ☒ is ☐ is not attached to this Correction Instrument (if a copy of the conveyance is not attached, please attach legal description).

Undersigned has sent notice of the execution and recording of this Correction Instrument by 1st Class mail to all parties to the transaction that was subject to the conveyance at their last known address.

Dated: December 21, 2016

[Signature: Mark R. Madsen]
Mark R. Madsen, P.E., P.L.S.

ACKNOWLEDGMENT

State of Wisconsin

County of Racine

Subscribed and sworn to (or affirmed) before me this 21st day of December, 2016.

[Signature: Kim Williams]
Kim Williams

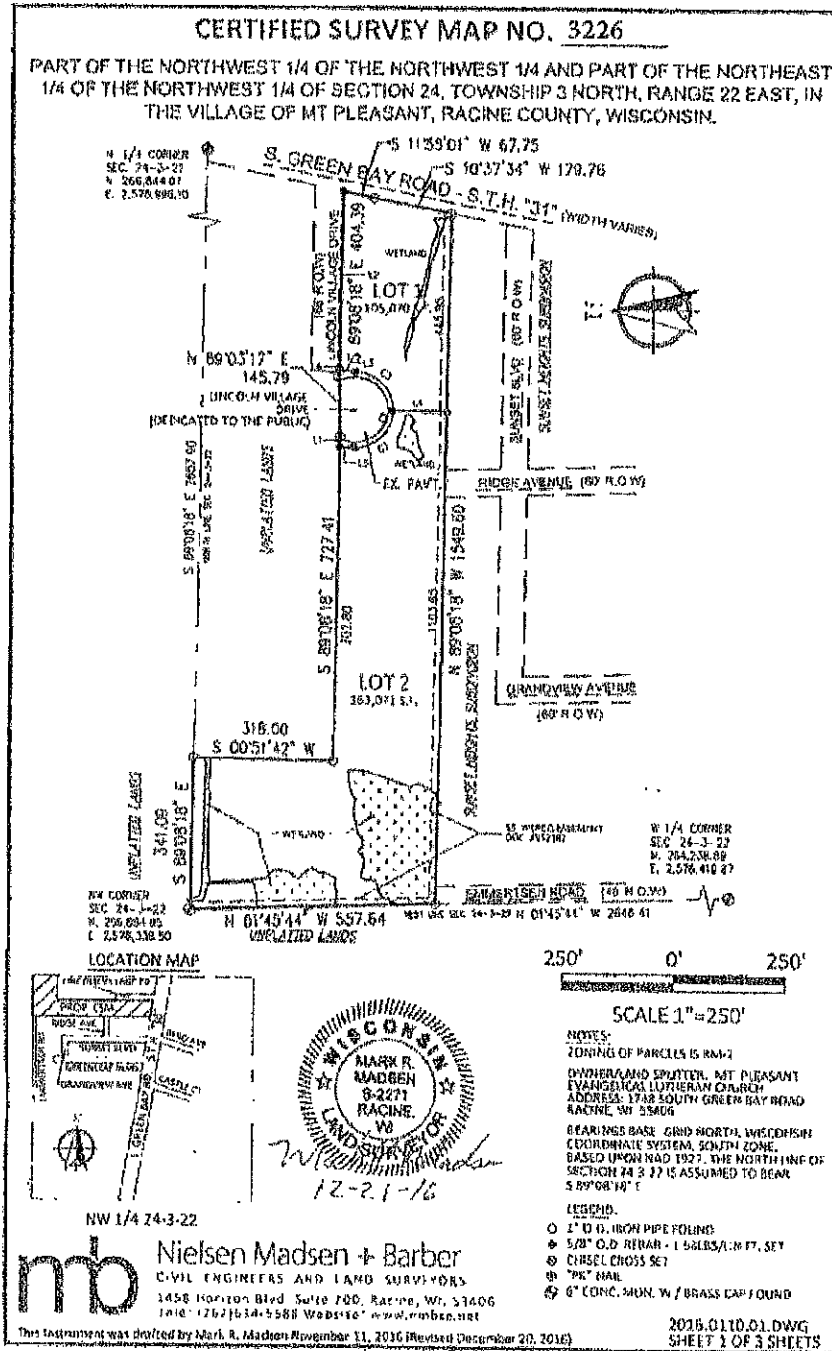
Notary Public, State of Wisconsin

My Commission expires: February 5, 2017.



This instrument is drafted by: Nielsen Madsen + Barber.

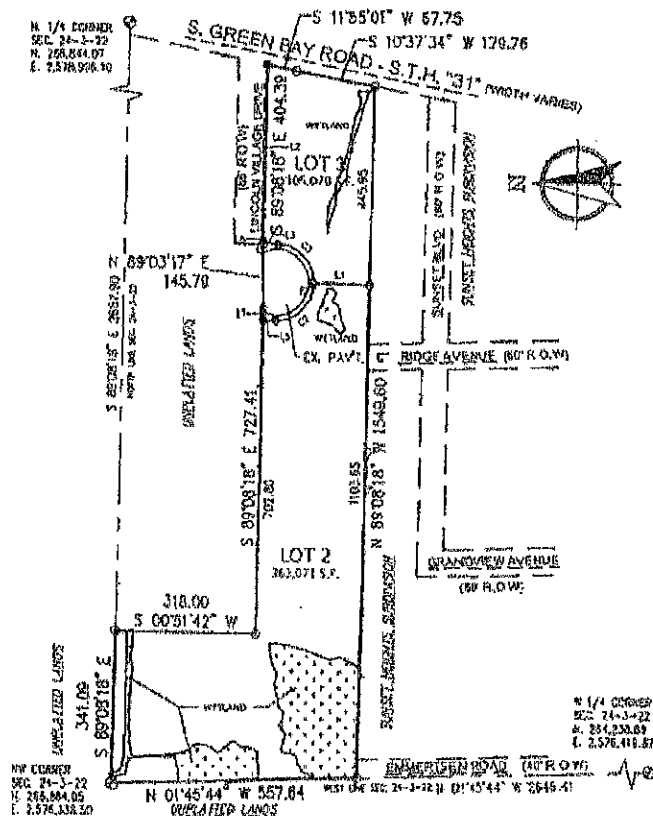
EXHIBIT A



TYSON SETTES
MADISON COUNTY
REGISTER OF DEEDS
Fee Amount: 134.00
Page: 13

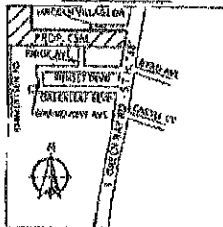
VOL 10 PAGE 610

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MT PLEASANT, RACINE COUNTY, WISCONSIN.



W 1/4 CROWNED
 22 74-3-22
 21. 234,230.89
 1. 2,576,410.87

LOCATION MAP



NW 1/4 24-3-22



11-11-76

250' 0' 250'

SCALE 1"=250'

NOTES

ZONING OF PARCELS B AND 2

OWNER/LAND SPLITTER: MT. PLEASANT
EVANGELICAL LUTHERAN CHURCH
ADDRESS: 3748 SOUTH GREEN BAY ROAD
RACINE, WIS. 53406

BEARINGS BASE, GRID NORTH, WISCONSIN
COORDINATE SYSTEM, SOUTH 2016.
BASED UPON NAD 1922. THE NORTH LINE OF
SECTION 24-3-22 IS ASSUMED TO BEAR
S 89°13'18" E.

LEGEND:

- ☐ 2" O.D. IRON PIPE FOUND
- ☐ 5/8" O.D. REBAR - 1.6 LBS/LIN FT, SET
- ☐ CHISEL CROSS SET
- ☐ #10 NAIL
- ☒ 6" CONC. MON. W/ BRASS CAP FOUND

2016.0110.01.DWG
SHEET 1 OF 3 SHEETS

mb

Nielsen Madsen + Barber

CIVIL ENGINEERS AND LAND SURVEYORS
1158 Horizon Blvd, Suite 200, Racine, Wis. 53406
Tele: (262) 434-4588 Website: www.ambaz.net

This instrument was drafted by Mark H. Mathison November 11, 2016

CERTIFIED SURVEY MAP NO. 3226

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MT PLEASANT, RACINE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Mark R. Madsen, hereby certify: That I have prepared this Certified Survey Map at the direction of Mt. Pleasant Evangelical Lutheran Church, Owner. THAT such Map is a correct representation of the exterior boundaries of the land surveyed and are described as: That part of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East in the Village of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at the Northwest 1/4 of said Section 24, run thence S89°08'18"E 341.08 feet along the North line of said Section 24, thence S00°51'42"W 318.00 feet, thence S89°08'18"E 727.41 feet parallel with the North line of said Section 24, thence N80°03'17"E 145.79 feet to a point on the South right of way of Lincoln Village Drive, thence S89°08'18"E 404.30 feet parallel with the North line of said Section 24 and along said South right of way to the West right of way of South Green Bay Road (STH 31); thence S11°55'01"W 87.75 feet along said West right of way, thence S10°37'34"W 179.78 feet along said West right of way to the North line of Summit Heights Subdivision, a recorded plat, thence N80°08'18"W 1549.60 feet parallel with the North line of said Section 24 and along the North line of said Subdivision to the West line of said Section 24, thence N01°46'44"W 557.84 feet along said West line to the point of beginning. Containing 11.135 acres.

THAT I have fully complied with the provisions of Chapter 238.34 of the Wisconsin Statutes and Section 101.06 of the Mt. Pleasant Land Division Control Ordinance. THAT such map is a true representation of all exterior boundaries of the land surveyed and the land division thereof made;

November 11, 2016

Mark R. Madsen
Mark R. Madsen, P.E., P.L.S. (S-2271)
Nielsen Madsen & Barber, S.C.
1458 Horizon Blvd. Suite 200
Racine, WI 53406
(262)834-5588



From (All of):
151-03-22-24-010-006
To:
Lot 1:
151-03-22-24-010-010
Lot 2:
151-03-22-24-010-020

OWNERS' CERTIFICATE

Mt. Pleasant Evangelical Lutheran Church as Owner hereby certify that we have caused the lands described on this map to be surveyed, divided, mapped and dedicated as represented on the Certified Survey Map. We also do further certify that this Certified Survey Map is required by s. 238.10 or 238.12 to be submitted to the following for approval or objection: Village Board of the Village of Mt. Pleasant.

IN WITNESS WHEREOF the said Mt. Pleasant Evangelical Lutheran Church has caused these presents to be signed as Owner at Racine, Wisconsin on this 11 day of November, 2016.

David Santolucito
David Santolucito, Church Council President

STATE OF WISCONSIN)
COUNTY OF Racine)

Personally came before me this 11 day of November, 2016, David Santolucito, Church Council President, to me known to be the person who executed the foregoing instrument, and acknowledged that they executed the foregoing

Notary Public, *David Santolucito*
My commission expires April 1, 2018



Nielsen Madsen & Barber, S.C.
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd Suite 200, Racine, WI 53406
Tele: (262)834-5588 Website: www.nmba.net

This instrument was drafted by Mark R. Madsen November 11, 2016

2016.0110.01.DWG
SHEET 2 OF 3 SHEETS

CERTIFIED SURVEY MAP NO. 322e

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MT PLEASANT, RACINE COUNTY, WISCONSIN.

CONSENT OF CORPORATE MORTGAGEE

Thrivent Financial, a corporation duly organized and existing under and by virtue of the laws of the State of WI, mortgagee of the above-described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on the Certified Survey Map, and does hereby consent to the above certificate of Mt. Pleasant Evangelical Lutheran Church, owner.

IN WITNESS WHEREOF, the said Thrivent Financial has caused these presents to be signed by Lonnie Schuster, its Authorized Loan Underwriter at 625 4th Ave. S. Minneapolis, MN 55415 and its corporate seal to be hereunto affixed this 5th day of December, 2018.

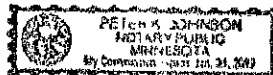
Thrivent Financial

Lonnie Schuster
Lonnie Schuster

MINNESOTA
STATE OF WISCONSIN
COUNTY OF JEFFERSON

Personally came before me this 5th day of December, 2018 Lonnie Schuster of the above-named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Authorized Loan Underwriter of said corporation, and acknowledged that he executed the foregoing as such officer as the deed of said corporation, by its authority.

Notary Public, Clark Johnson
My commission expires 12/1/2019



VILLAGE'S CERTIFICATE

APPROVED as a Certified Survey Map this 8 day of December, 2018.

Stephanie Kohlhagen
Stephanie Kohlhagen, Village Clerk/Treasurer

Curve Table						
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length
C1	160°00'00"	4500	270.18	1000' 00" 00"	304° 44' 47"	172.00
C2	20°00'00"	4510	135.17	850' 00" 00"	343° 46' 15"	121.68
C3	84°00'00"	8023	156.91	520' 00" 00"	340° 44' 47"	121.68

Parcel Line Table		
Line #	Length	Direction
L1	34.81	000° 00' 00"
L2	402.86	083° 08' 15"
L3	24.02	105° 15' 15"
L4	124.22	002° 51' 42" W
L5	24.24	001° 15' 15" W
L6	1.71	083° 08' 15"



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Harrison Blvd, Suite 700, Racine, WI 53406
Tel: (262) 634-5583 Website: www.nmbse.net



This instrument was drafted by Mark R. Madsen November 11, 2016

2016.0110.01.DWG
SHEET 3 OF 3 SHEETS

EXHIBIT B

Access Easement Area

{See attached}

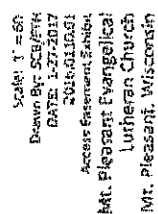
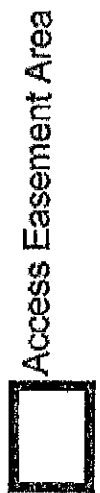


EXHIBIT C

Depiction of the Area to be Dedicated to the Public as a Public Right Of Way

{See attached}

ALTAIACSM LAND TITLE SURVEY

1. The first group of authors (1960-1970) focused on the role of the state in economic development. They argued that the state should play a central role in planning and coordinating economic activity, particularly in the case of developing countries. Key figures in this group include John Maynard Keynes, Friedrich Hayek, and Karl Polanyi.

2. The second group of authors (1970-1980) focused on the role of the market in economic development. They argued that the market should be the primary mechanism for allocating resources, and that the state should play a minimal role in economic activity. Key figures in this group include Milton Friedman, Ronald Reagan, and Margaret Thatcher.

3. The third group of authors (1980-1990) focused on the role of the state in economic development. They argued that the state should play a central role in planning and coordinating economic activity, particularly in the case of developing countries. Key figures in this group include John Maynard Keynes, Friedrich Hayek, and Karl Polanyi.

4. The fourth group of authors (1990-2000) focused on the role of the market in economic development. They argued that the market should be the primary mechanism for allocating resources, and that the state should play a minimal role in economic activity. Key figures in this group include Milton Friedman, Ronald Reagan, and Margaret Thatcher.

5. The fifth group of authors (2000-2010) focused on the role of the state in economic development. They argued that the state should play a central role in planning and coordinating economic activity, particularly in the case of developing countries. Key figures in this group include John Maynard Keynes, Friedrich Hayek, and Karl Polanyi.

6. The sixth group of authors (2010-2020) focused on the role of the market in economic development. They argued that the market should be the primary mechanism for allocating resources, and that the state should play a minimal role in economic activity. Key figures in this group include Milton Friedman, Ronald Reagan, and Margaret Thatcher.

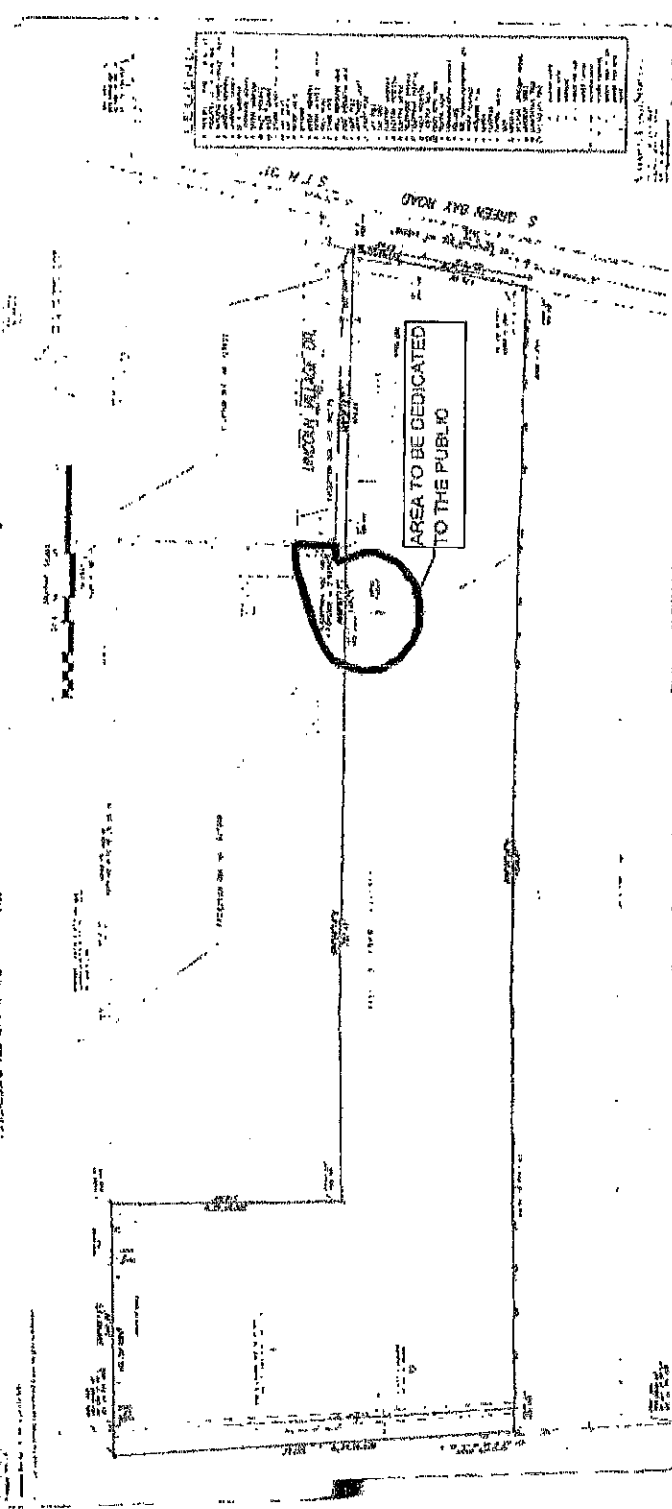
7. The seventh group of authors (2020-present) focused on the role of the state in economic development. They argued that the state should play a central role in planning and coordinating economic activity, particularly in the case of developing countries. Key figures in this group include John Maynard Keynes, Friedrich Hayek, and Karl Polanyi.

8. The eighth group of authors (2020-present) focused on the role of the market in economic development. They argued that the market should be the primary mechanism for allocating resources, and that the state should play a minimal role in economic activity. Key figures in this group include Milton Friedman, Ronald Reagan, and Margaret Thatcher.

9. The ninth group of authors (2020-present) focused on the role of the state in economic development. They argued that the state should play a central role in planning and coordinating economic activity, particularly in the case of developing countries. Key figures in this group include John Maynard Keynes, Friedrich Hayek, and Karl Polanyi.

10. The tenth group of authors (2020-present) focused on the role of the market in economic development. They argued that the market should be the primary mechanism for allocating resources, and that the state should play a minimal role in economic activity. Key figures in this group include Milton Friedman, Ronald Reagan, and Margaret Thatcher.

[Faint, illegible handwritten notes or bleed-through from the reverse side of the page.]



Document #: **2456637**
Date: 01-30-2017 Time: 03:55 PM Pages: 15
Fee: \$30.00 County: RACINE State: WI
Requesting Party: Landmark Title of Racine
Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies
this document has been electronically
recorded and returned to Landmark Title of Racine**

Document No.

UTILITY EASEMENT AGREEMENT

Return to:

The Evangelical Lutheran Good Samaritan
Society

Attn: Legal Department

4800 W. 57th Street, P.O. Box 5038

Sioux Falls, South Dakota, 57117-5038

Parcel A 151-03-22-24-010-010

Parcel B 151-03-22-24-010-020

Parcel C 151-03-22-24-011-001

Parcel Numbers

THIS UTILITY EASEMENT AGREEMENT (this "*Agreement*") is by and among Mt. Pleasant Evangelical Lutheran Church ("*Parcel A Owner*"), The Evangelical Lutheran Good Samaritan Society ("*Parcel B Owner*"), and Mount Pleasant Good Samaritan Housing, LLC ("*Parcel C Owner*")

RECITALS:

A. Parcel A Owner is the owner of certain real property located in the Village of Mt. Pleasant, Racine County, Wisconsin, as described on the attached Exhibit A as Lot 1 of Certified Survey Map No. 3226 and referred to in this Agreement as "*Parcel A*".

B. Parcel B Owner is the owner of certain real property also located in the Village of Mt. Pleasant, Racine County, Wisconsin, adjoining Parcel A, as described on the attached Exhibit A as Lot 2 and referred to on the exhibit and in this Agreement as "*Parcel B*".

C. Parcel C Owner is the owner of certain real property also located in the Village of Mt. Pleasant, Racine County, Wisconsin, adjoining Parcel B, as legally described on the attached Exhibit B and referred to on the exhibit and in this Agreement as "*Parcel C*".

D. Parcel A Owner desires to grant to Parcel B Owner and Parcel C Owner a utility easement over a portion of Parcel A as shown on Exhibit C and certain easement rights as more fully set forth below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Grant by Parcel A Owner.** Pursuant to the terms and conditions contained in this Agreement, Parcel A Owner grants to Parcel B Owner and Parcel C Owner a perpetual, non-exclusive easement for the benefit of Parcel B Owner and Parcel C and all present and future owners of Parcel B and their occupants, agents, employees, guests, licensees, and invitees and Parcel C Owner and Parcel C and all present and future owners of Parcel C and their occupants, agents, employees, guests, licensees and invitees (collectively, *Users*) a perpetual easement to the Utility Easement Area on Parcel A as shown on Exhibit C to construct, install, operate, maintain and replace underground utility improvements and infrastructure, including, without limitation, sewer and water lines, cable lines and communication equipment, electrical power lines, and gas and energy service.

2. **Limitations on Use.** Parcel B Owner and Parcel C Owner each acknowledges that Parcel A is currently used by Parcel A Owner as a graded and graveled surface parking lot for its members and guests, with access to Lincoln Village Drive, and that Parcel A owner may further improve Parcel A and pave the parking lot in the future or use Parcel A for other purposes. Subject to Parcel B Owner's and Parcel C Owner's respective rights under this Agreement, Parcel A Owner may continue to enjoy and use the surface of the Utility Easement Area for parking purposes and vehicle access. Parcel A Owner, Parcel B Owner and Parcel C Owner each agree not to erect or install any buildings, structures or improvements on the surface of the Utility Easement Area or create a subsurface condition under the Utility Easement Area that would hinder, impede or obstruct any other party's permitted use of the Utility Easement Area or the remainder of Parcel A for use as a parking lot. If, in the future, a utility provider requires an above ground installation of equipment or structures in the Utility Easement Area in order to service Parcel B, such installation may occur provided: (i) the items are located as close to the public roadways as reasonably possible; (ii) the placement does not materially lessen the useable parking lot access and area; and (iii) following such installation, the balance of the Utility Easement Area is restored, as nearly as possible, to the previously existing condition.

Parcel B Owner and Parcel C Owner shall each use reasonable efforts to schedule and coordinate its installation and maintenance work on the Utility Easement Area so as to not materially interfere with Parcel A Owner's use and enjoyment of Parcel A, including not performing work on weekends. Except in case of emergencies, Parcel B Owner or Parcel C Owner, as the case may be, shall each maintain at least one useable vehicular drive and access over the Utility Easement Area during any work in the Utility Easement Area.

Parcel B Owner or Parcel C Owner, as the case may be, shall provide 15 days' advance written notice to Parcel A Owner of scheduled installation, maintenance or excavation work in the Utility Easement Area, except in the case of emergencies.

If and to whatever extent Parcel B Owner's or Parcel C Owner's use, installation work or maintenance activities disturbs or materially and adversely affects Parcel A Owner's parking lot or landscaping on the Utility Easement Area, Parcel B Owner or Parcel C Owner, as the case may be, shall restore the premises, as nearly as possible, to the condition existing prior to any entry or activity by Parcel B Owner, Parcel C Owner or their respective agents or invitees.

3. **Consistent Uses Allowed.** Subject to Section 2 above and this Section, Parcel A Owner shall have the rights to use the surface area of the Utility Easement Area in any way not inconsistent with the grant in this Agreement. Parcel A Owner shall not plant any trees, bushes or other vegetation (other than grass) within the Utility Easement Area. Parcel B Owner or Parcel C Owner, upon 5 days' prior written notice, may from time to time enter the Utility Easement Area to trim, cut down and otherwise remove and control any trees, brush, roots and other vegetation within the Utility Easement Area. Parcel A Owner may place and construct its parking lot and access driveways on the surface of the Utility Easement Area in its sole discretion, provided that, once completed, Parcel A Owner shall not thereafter materially increase or decrease the ground elevation of the Utility Easement Area without Parcel B Owner's and Parcel C Owner's prior written consent, which shall not be unreasonably withheld.

4. **Indemnity.** Parcel B Owner and Parcel C Owner shall each indemnify and defend Parcel A Owner and its officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the respective use of the Utility Easement Area by Parcel B Owner, Parcel C Owner or their agents, contractors, subcontractors, invitees, or employees. Parcel A Owner shall indemnify and defend Parcel B Owner and Parcel C Owner and their respective officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the respective use of the Utility Easement Area by Parcel A Owner or its agents, contractors, subcontractors, invitees, or employees.

5. **No Liens.** Neither Parcel B Owner nor Parcel C Owner shall allow any liens or encumbrances to encumber Parcel A, including the Utility Easement Area, as a result of Parcel B Owner's or Parcel C Owner's respective use or exercise of the Utility Easement Area or its rights under this Agreement. Notwithstanding the foregoing, the parties acknowledge that Parcel B Owner and Parcel C Owner intend to develop and improve Parcel B and Parcel C, and in connection with such development, a utility provider may wish to install its utility infrastructure within the Utility Easement Area to service Parcel B and/or Parcel C. Parcel A Owner agrees to cooperate with Parcel B Owner, Parcel C Owner and the utility provider to review, prepare and execute any such requested additional easements; provided (i) the new utility easement shall be subject to Parcel A Owner's reasonable consent, not to be unreasonably withheld, conditioned or delayed; and (ii) there is no cost or expense to Parcel A Owner and Parcel B Owner or Parcel C Owner, as the case may be, reimburses Parcel A Owner for its reasonable actual, out

of pocket fees and expenses including surveyor, engineering and legal as is reasonably necessary, in an amount not to exceed \$500.

6. Default. If any party shall default in the performance of its obligations under this Agreement, the non-defaulting party shall forward written notice to the defaulting party outlining such default. The defaulting party shall cure such default within twenty-one (21) days after the giving of such notice, except that the cure period shall be extended to a reasonable time to cure any default that cannot reasonably be cured within the twenty-one (21) day period, provided the default is curable and the defaulting party has commenced to cure within the 21-day period and diligently pursues a cure at all times thereafter until the default is cured. If the defaulting party shall fail or refuse to cure such default within the applicable cure period, the non-defaulting party may attempt to cure the default and shall be reimbursed by the defaulting party for all reasonable, actual out of pocket costs incurred in so doing, and the non-defaulting party can take any action allowed by law or equity to enforce its rights, including, without limitation, obtaining injunctive relief, which the parties recognize is an appropriate remedy since monetary damages may not be sufficient. However, in no case shall any party have the unilateral right to terminate, cancel or otherwise render null and void any portion of this Agreement. If a suit is commenced to enforce this Agreement, the prevailing party is entitled to recover all reasonable, actual attorneys fees and costs from the unsuccessful party in the suit.

7. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Parcel A Owner, Parcel B Owner and Parcel C Owner and their respective successors and assigns as owners of Parcel A, Parcel B and Parcel C, respectively. The easements granted under Section 1 of this Agreement are easements appurtenant to Parcel B and Parcel C and may not be transferred separately from, or severed from, title to Parcel B or Parcel C, as the case may be. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than Parcel A, Parcel B and Parcel C without the consent of the owners of the fee simple interest of all of Parcel A, Parcel B and Parcel C. The specific parties named as Parcel A Owner, Parcel B Owner and Parcel C Owner in this Agreement, and each of their respective successors and assigns as fee simple owners of Parcel A, Parcel B and Parcel C, respectively, or any portion of Parcel A, Parcel B and Parcel C, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in Parcel A, Parcel B and Parcel C, respectively, except, however, for obligations that accrued during the party's period of ownership of title.

8. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Agreement.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

10. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Racine County, Wisconsin.

11. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

12. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

13. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever. Parcel A Owner, Parcel B Owner and Parcel C Owner each agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Utility Easement Area, whether by express grant, implication, or prescription. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

14. Execution. This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

[Remainder of page intentionally left blank; signature pages to follow]

SIGNATURE PAGE TO UTILITY EASEMENT AGREEMENT

Dated: January 21, 2017.

Mt. Pleasant Evangelical Lutheran Church (Parcel A Owner)

By: _____

Name: David Santalucia, President

By: _____

Cherise Hart
Cherise Hart, Council Secretary

The Evangelical Lutheran Good Samaritan Society
(Parcel B Owner)

By: _____

Name: _____

Title: _____

Mouth Pleasant Good Samaritan Housing, LLC
(Parcel C Owner)

By: _____

Name: _____

Title: _____

SIGNATURE PAGE TO UTILITY EASEMENT AGREEMENT

Dated: January 27, 2017.

Mt. Pleasant Evangelical Lutheran Church
(Parcel A Owner)

By: _____

Name: David Santalucia, President

By: _____

Cherise Hart, Council Secretary

The Evangelical Lutheran Good Samaritan Society
(Parcel B Owner)

By: _____

Name: _____

Title: _____

Mouth Pleasant Good Samaritan Housing, LLC
(Parcel C Owner)

By: _____

Name: _____

Title: _____

SIGNATURE PAGE TO UTILITY EASEMENT AGREEMENT

Dated: January 27, 2017.

Mt. Pleasant Evangelical Lutheran Church (Parcel A Owner)

By: _____

Name: David Santalucia, President

By: _____

Cherise Hart, Council Secretary

The Evangelical Lutheran Good Samaritan Society (Parcel B Owner)

By: _____

Name: Joseph E. Herdina

Title: Assistant Treasurer

Mouth Pleasant Good Samaritan Housing, LLC (Parcel C Owner)

By: _____

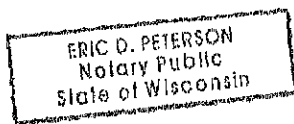
Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF RACINE

This instrument was acknowledged before me on January 27, 2017, by David Santalucia, Council President and Cherise Hart, Council Secretary, officers of Mt. Pleasant Evangelical Lutheran Church, on behalf of Mt. Pleasant Evangelical Lutheran Church.



Eric D. Peterson
(Name of notary public)
Notary Public, State of Wisconsin
My commission expires: 3-27-2017

This document was drafted by

Thomas Van Beckum

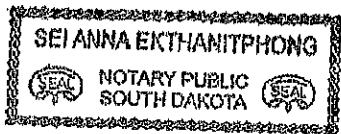
4750 Willow Wood Drive

Mt. Pleasant, WI

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA

This instrument was acknowledged before me on January 24, 2017, by Joseph E. Herdina,
as Assistant Treasurer of The Evangelical Lutheran Good Samaritan Society, on behalf of The
Evangelical Lutheran Good Samaritan Society.



Sei Anna Ekthanitphong
(Name of notary public) Sei Anna L. Ekthanitphong
Notary Public, State of South Dakota
My commission expires: 11/25/2020

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA

This instrument was acknowledged before me on January ____, 2017, by _____,
as _____ of Mount Pleasant Good Samaritan Housing, LLC, on behalf of Mount
Pleasant Good Samaritan Housing, LLC.

(Name of notary public)
Notary Public, State of South Dakota
My commission expires: _____

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA

This instrument was acknowledged before me on January _____, 2017, by _____, as _____ of The Evangelical Lutheran Good Samaritan Society, on behalf of The Evangelical Lutheran Good Samaritan Society.

(Name of notary public)

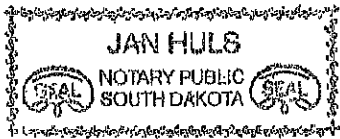
Notary Public, State of South Dakota

My commission expires:

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA

This instrument was acknowledged before me on January 25th, 2017, by Rae Dee Nylander as President of Mount Pleasant Good Samaritan Housing, LLC, on behalf of Mount Pleasant Good Samaritan Housing, LLC.



Sam Wells

(Name of notary public) Jan Huls

Notary Public, State of South Dakota

My commission expires: 2-14-17

EXHIBIT A

Certified Survey Map No. 3226

Parcel A legal description:

Lot 1 of Certified Survey Map No. 3226, recorded in the Office of the Register of Deeds for Racine County, Wisconsin on December 9, 2016, in Volume 10 of Certified Survey Maps, Page 610, as Document No. 2452594, as amended pursuant to that certain Affidavit of Correction, recorded in the Office of the Register of Deeds for Racine County, Wisconsin on December 29, 2016, as Document No. 2454248, and being a part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and part of Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 3 North, Range 22 east. Said land being in the Village of Mount Pleasant, Racine County, Wisconsin.

Parcel B legal description:

Lot 2 of Certified Survey Map No. 3226, recorded in the Office of the Register of Deeds for Racine County, Wisconsin on December 9, 2016, in Volume 10 of Certified Survey Maps, Page 610, as Document No. 2452594, as amended pursuant to that certain Affidavit of Correction, recorded in the Office of the Register of Deeds for Racine County, Wisconsin on December 29, 2016, as Document No. 2454248, and being a part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and part of Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 3 North, Range 22 east. Said land being in the Village of Mount Pleasant, Racine County, Wisconsin.

EXHIBIT B

Parcel C Legal Description

That part of the Northwest 1/4 of Section 24, Town 3 North, Range 22 East, in the Village of Mt. Pleasant, County of Racine, State of Wisconsin, bounded as follows:

Commencing at a standard Racine County monument marking the Northwest corner of said Section 24; running thence South 89 degrees 08' 18" East 341.09 feet on the North line of said Section to a 3/4 inch diameter iron pipe stake and the point of beginning of this description; continuing thence South 89 degrees 08' 18" East on said North line 873.12 feet to an iron pipe stake; thence South 00 degrees 51' 42" West 247.40 feet to a 3/4 inch diameter iron pipe stake and the point of curvature of a curve of Northwesterly convexity whose radius is 221.83 feet and whose long chord bears South 75 degrees 30' 11" West 117.51 feet; thence Westerly on the arc of said curve to a 3/4 inch diameter iron pipe stake and the point of curvature of a curve of Northwesterly convexity whose radius is 75.00 feet and whose long chord bears South 40 degrees 14' 20" West 51.07 feet; thence Southerly on the arc of said curve 52.11 feet to a 3/4 inch diameter iron pipe; thence North 89 degrees 08' 18" West 727.41 feet to a 3/4 inch diameter iron pipe stake; thence North 00 degrees 51' 42" East 318.00 feet to the point of beginning.

That part of the Northwest 1/4 of Section 24, Town 3 North, Range 22 East, in the Village of Mt. Pleasant, County of Racine, State of Wisconsin, bounded as follows:

Commencing at a point on the North line of said Northwest 1/4 located South 89 degrees 08' 18" East 1214.21 feet from the Northwest corner of said Northwest 1/4; thence South 00 degrees 51' 42" West 247.40 feet to the North line of Lincoln Village Drive and the point of beginning of this description; running thence South 00 degrees 51' 42" West 66.00 feet; thence South 89 degrees 03' 17" West 145.79 feet to point on a curve of Northwesterly convexity whose radius is 75.00 feet and whose chord bears North 40 degrees 14' 20" East 51.07 feet; thence Northeasterly 52.11 feet along the arc of said curve to the point of curvature of a curve of Northeasterly convexity whose radius is 221.83 feet and whose chord bears North 75 degrees 30' 11" East 117.51 feet; thence Northeasterly 118.93 feet along the arc of said curve to the point of beginning.

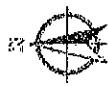
ALSO DESCRIBED AS: That part of the Northwest 1/4 of Section 24, Town 3 North, Range 22 East, in the Village of Mt. Pleasant, County of Racine, State of Wisconsin, bounded as follows:

Commencing at a standard Racine County monument marking the Northwest corner of said Section 24; running thence South 89 degrees 08' 18" East 341.09 feet on the North line of said Section to a 3/4 inch diameter iron pipe stake and the point of beginning of this description; continuing thence South 89 degrees 08' 18" East on said North line 873.12 feet to an iron pipe stake; thence South 00 degrees 51' 42" West 313.40 feet; thence South 89 degrees 03' 17" West 145.79 feet; thence North 89 degrees 08' 18" West 727.41 feet to a 3/4 inch diameter iron rod stake; thence North 00 degrees 51' 42" East 318.00 feet to the point of beginning.

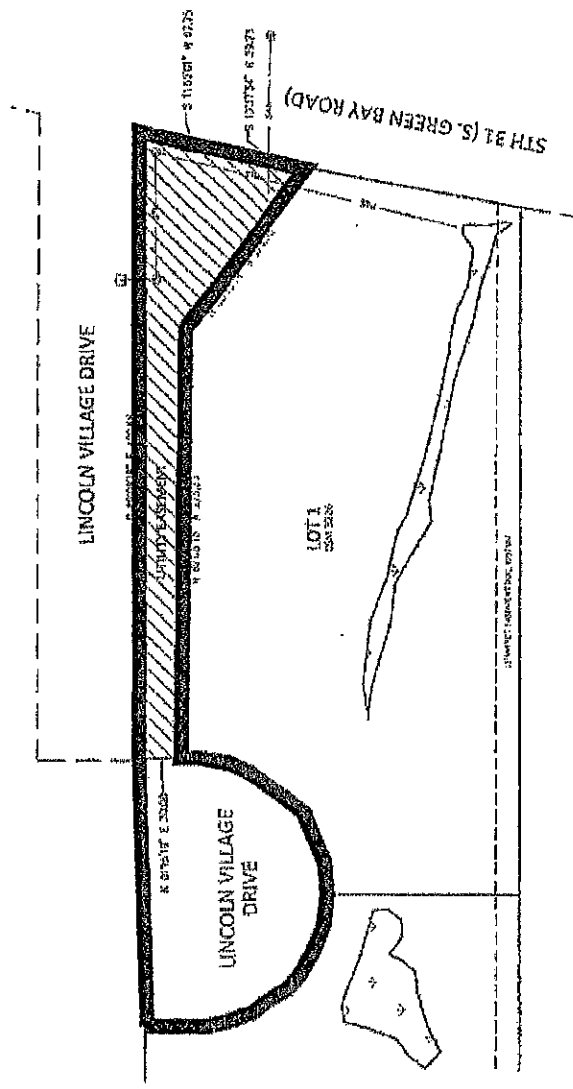
EXHIBIT C

Drawing of the Utility Easement Area

{See attached}



UTILITY EASEMENT AREA



Scale: 1" = 50'
Shown By: SCS
DATE: 11-21-2009
2010.01.001
Sanitary Sewer and Watermain
Easement Easement
Mt. Pleasant Evangelical
Lutheran Church
Mt. Pleasant, Wisconsin