File Number: 1079295



400 Wisconsin Ave Racine, WI 53403 TITLE GROUP Integrity. Experience. Innovation. 262-633-2479 Fax:262-633-4928

Refer Inquiries to: Mary K. Payne (mary@knightbarry.com) Completed on:1/17/20 12:51 pm Last Revised on:1/17/20 12:51 pm

Printed on:1/17/20 12:51 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: 12/19/2019 at 8:00 am

Owner(s) of record: Case Equipment Corporation, a Delaware Corporation

Knight Barry Title, Inc.

Property address: 1340 S Green Bay Rd (Parcel I) and, 5729 Washington Avenue (Parcel II), Mt Pleasant, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: See "Exhibit A" attached

Tax Key No: 151-03-22-13-141-000 (Parcel I) and 151-03-22-13-140-000 (Parcel II)

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.

Covenants, Conditions, Restrictions and other matters contained in the instrument recorded June 29, 1994 in Volume 2383, Page 990 as Document No. 1471891. (Parcels I and II)

Covenants, Conditions, Restrictions and other matters contained in the instrument recorded February 27, 1973 1169, Page 575 as Document No. 916622. Along with Minutes and other matters contained in instrument recorded May 8, 1973, in Volume 1178, Page 532, as Document No. 920430. (Parcel I)

Easement and other matters contained in the instrument recorded August 4, 1967 in Volume 953, Page 253 as Document No. 825992. (Parcel II)

Easement and other matters contained in the instrument recorded September 5, 1969 in Volume 1029, Page 375 as Document No. 858673. (Parcel II)

Easement Agreement and other matters contained in the instrument recorded September 5, 1969 in Volume 1029, Page 378 as Document No. 858675. (Parcels I and II)

Wisconsin Natural Gas Company Easement and other matters contained in the instrument recorded December 5, 1969 in Volume 1038, Page 290 as Document No. 862364. (Parcel II)

Wisconsin Electric Power Company and Wisconsin Telephone Company Easement and other matters contained in the instrument recorded January 26, 1970 in Volume 1042, Page 311 as Document No. 864027. Along with Partial Release of Easement and other matters contained in the instrument recorded June 27, 1978 in Volume 1452, Page 331, as Document No. 1030943. (Parcel II)





Knight Barry Title, Inc. 400 Wisconsin Ave Racine, WI 53403 262-633-2479 Fax:262-633-4928 Refer Inquiries to: Mary K. Payne (mary@knightbarry.com)

Completed on:1/17/20 12:51 pm

Last Revised on:1/17/20 12:51 pm

Printed on:1/17/20 12:51 pm

Conveyance of Rights in Land by Public Utility and other matters contained in the instrument recorded March 25, 1975 in Volume 1257, Page 454 as Document No. 953398. (Parcels I and II)

Terminable Easement and other matters contained in the instrument recorded February 14, 1977 in Volume 1362, Page 95 as Document No. 993987. (Parcel II)

Wisconsin Electric Power Company and Wisconsin Telephone Company Easement and other matters contained in the instrument recorded August 23, 1977 in Volume 1397, Page 133 as Document No. 1008632. (Parcels I and II)

Terminable Easement and other matters contained in the instrument recorded September 22, 1983 in Volume 1690, Page 168 as Document No. 1133477. (Parcels I and II)

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded January 20, 1986 in Volume 1782, Page 521 as Document No. 1185575. (Parcels I and II)

Conveyance of Rights in Land and other matters contained in the instrument recorded March 15, 1999 in Volume 2890, Page 364 as Document No. 1674571. (Parcels I and II)

Conveyance of Rights in Land and other matters contained in the instrument recorded April 1, 1999 in Volume 2897, Page 904 as Document No. 1677392. (Parcels I and II)

Conveyance of Rights in Land and other matters contained in the instrument recorded October 12, 1999 in Volume 2969, Page 226 as Document No. 1704486. (Parcels I and II)

Construction, Access, Utility and Sign Easement Agreement and other matters contained in the instrument recorded January 15, 2013 as Document No. 2341325. (Parcels I and II)

Traffic Control Easement and other matters contained in the instrument recorded March 21, 2013 as Document No. 2347369.

Distribution Easement Underground and other matters contained in the instrument recorded June 26, 2013 as Document No. 2356812. (Parcels I and II)

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. (Parcels I and II)

Judgments / Liens

None

General Taxes

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

Taxes for the Year 2018 in the amount of \$176.50, and all prior years are paid. (Parcel I)

Taxes for the Year 2018 in the amount of \$156,269.09, and all prior years are paid. (Parcel II)

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

Other Matters

None



Project ID: 2390-12-00/Racine

Refer Inquiries to: Mary K. Payne (mary@knightbarry.com) Completed on:1/17/20 12:51 pm

Last Revised on:1/17/20 12:51 pm

Printed on:1/17/20 12:51 pm

File Number: 1079295



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

Footnotes

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

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

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

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



EXHIBIT A

Parcel I: That part of the Southwest ¼ of Section 13, Township 3 North, Range 22 East of the Fourth Principal Meridian, bounded as follows: Begin at the intersection of the center line of the Green Bay Road and the North line of Van Wie Homesites, a recorded plat; run thence North 15° 15′ 09" East 75.00 feet on the center line of Green Bay Road; thence North 89° 08′ 18" West 209.73 feet parallel to the North line of said Van Wie Homesites; thence South 15° 15′ 09" West 75.00 feet parallel to the center line of said Green Bay Road to the Northwest corner of Lot 1, Block 1, Van Wie Homesites; thence South 89° 08′ 18" East 209.73 feet on the North line of said Van Wie Homesites to the point of beginning. EXCEPTING THEREFROM lands conveyed in Award of Damages recorded in Volume 1247, Page 163, as Document No. 949336. ALSO EXCEPTING THEREFROM lands reserved for State Highway 31. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

Parcel II: That part of the Southwest ¼ of Section 13, Township 3 North, Range 22 East of the Fourth Principal Meridian, bounded as follows: Commence at the Northwest corner of said Southwest 1/4; run thence South 01° 50' 09" East 417.12 feet on the West line of said Southwest 1/4; thence South 89° 10' 36" East 1018.38 feet parallel with the North line of said Southwest ¼ to the point of beginning of this description; run thence South 01° 50' 09" East 1141.06 feet parallel with the West line of said Southwest 1/4; thence South 89° 08' 18" East, 839.45 feet parallel with the South line of said Southwest ¼ to the Southwest corner of property described in Warranty Deed recorded in Volume 1212. Page 398, as Document No. 934562; thence North 15° 15' 09" East, 75.00 feet; thence South 89° 08' 18" East, 158.11 feet parallel with the South line of said Southwest 1/4; thence North 15° 15' 09" East, 604.93 feet; thence North 89° 07' 48" West, 178.96 feet; thence North 01° 59' 39" West, 18.66 feet; thence North 89° 07' 48" West, 59.36 feet; thence South 01° 59' 39" East, 18.66 feet; thence North 89° 07' 48" West, 270.11 feet; thence North 01° 59' 39" West, 482,17 feet; thence North 89° 10' 36" West, 105,74 feet parallel with the North line of said Southwest 1/4; thence North 01° 50' 09" West, 362.06 feet to the South line of STH "20"; thence North 89° 10' 36" West along the South line of STH "20", 104.46 feet; thence South 01° 50' 09" East, 362.06 feet; thence North 89° 10' 36" West, 477.60 feet to the point of beginning of this description. EXCEPTING THEREFROM lands conveyed previously for highway purposes. ALSO EXCEPTING THEREFROM lands contained in Award of Damages recorded in Volume 1247 of Records, at Page 161, as Document No. 949335. ALSO EXCEPTING THEREFROM lands conveyed by Warranty Deed recorded in Volume 2837 of Records, at Page 851, as Document No. 1654904. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

For informational purposes only

Property Address: 1340 S Green Bay Rd (Parcel I) and, 5729 Washington Avenue (Parcel II), Mt Pleasant, WI 53406

Tax Key No.: 151-03-22-13-141-000 (Parcel I) and 151-03-22-13-140-000 (Parcel II)





2018 Property Record | Racine County, WI



Assessed values not finalized until after Board of Review Property information is valid as of 11/12/2019 12:53:07 PM

Owner Address

CASE EQUIPMENT CORP, 2211 YORK RD STE 222

OAK BROOK, IL 60523-4024

Property Information

Parcel ID:

151-032213141000

Document #

1471891 M

Tax Districts:

UNIFIED SCHOOL DISTRICT

Tax Information	Print Tax Bill
Installment	<u>Amount</u>
<u>First:</u>	176.50
Second:	0.00
Third:	0.00
Total Tax Due:	176.50
Base Tax:	0.00
Special Assessment:	176.50
Lottery Credit:	0.00
First Dollar Credit:	0.00
Amount Paid: (View payment history info below)	176.50
Current Balance Due:	0.00
Interest:	0.00
Total Due:	0.00

Owner

CASE EQUIPMENT CORP

Property Description

For a complete legal description, see recorded document.

PT SW1/4 COM INT C/L GREEN BAY RD & N LN VAN WIE HOME SITES SUB NE75 W209 SW75 E209 TO POB EXC RD STATE ASSESSED **TOTAL ACRES** 00,25

Municipality:

151-VILLAGE OF MT PLEASANT

Property Address:

1340 GREEN BAY RD

Land Valuation									
<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>lmpr.</u>	<u>Total</u>					
3	0.25	\$0	\$0	\$0					
•	0.25	\$0	\$0	\$0					
<u>Assessr</u>	Assessment Ratio: 0.9856968380								
Fair Ma	Fair Market Value: 0.00								

	Special Assessment Deta	uil
<u>Code</u>	<u>Description</u>	<u>Amount</u>
21	21 - FIRE/AMBULANCE	50.00
24	24 - STORM WATER UTILITY FEE	126.50
	_	176.50

	Payment History							
	<u>Date</u>	<u>Receipt</u>	<u>Amount</u>	<u>Interest</u>	<u>Penalty</u>	<u>Total</u>		
1	2/1/2019	163683	176.50	0.00	0.00	176.50		



Racine County

Owner (s):

CASE EQUIPMENT CORP

Location:

Section, Sect. 13, T3N, R22E

Mailing Address:

School District: **4620 - UNIFIED SCHOOL DISTRICT**

CASE EQUIPMENT CORP ATTN MARVIN F POER & COMPANY

2211 YORK RD STE 222

OAK BROOK, IL 60523-4024

Request Mailing Address Change

Status:

Tax Parcel ID Number:

Tax District:

Active

151-03-22-13-141-000 151-VILLAGE OF MT PLEASANT

Alternate Tax Parcel Number: Acres:

0.2500

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.): PT SW1/4 COM INT C/L GREEN BAY RD & N LN VAN WIE HOME SITES SUB NE75 W209 SW75 E209 TO POB EXC RD STATE ASSESSED **TOTAL ACRES** 00.25

Site Address (es): (Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.) 1340 GREEN BAY RD 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	\$176.50	\$176.50	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$176.50	\$176.50	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$3,533.85	\$3,533.85	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$3,297.35	\$3,297.35	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$3,108.33	\$3,108.33	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$1,103.71	\$1,103.71	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$1,088.90	\$1,088.90	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$972.74	\$972.74	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$828.27	\$828.27	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$790.62	\$790.62	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$776.32	\$776.32	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

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



2018 Property Record | Racine County, WI

1079295 (IL)

Assessed values not finalized until after Board of Review Property information is valid as of 11/12/2019 12:53:54 PM

Owner Address

CASE EQUIPMENT CORP, 2211 YORK RD STE 222

OAK BROOK, IL 60523-4024

Property Information

Parcel ID:

151-032213140000

Document#

1471891

Tax Districts:

UNIFIED SCHOOL DISTRICT

CASE EQUIPMENT CORP

Property Description

For a complete legal description, see recorded document.

PT SW1/4 COM NW COR S417 E1018 TO POB S1141 E839 NE75 E158 NE604 W178 NW59 SW270 N482 W105 N362 W104 S362 W104 S362 W477 TO POB EXC HWY EXC V2837 P851 STATE ASSESSED **TOTAL ACRES** 23.58

Municipality:

151-VILLAGE OF MT PLEASANT

Property Address:

5729 WASHINGTON AVE

11099.00

11099.00

Tax Information	Print Tax Bill
Installment	<u>Amount</u>
First:	83,684.09
Second:	72,585.00
Third:	0.00
Total Tax Due:	156,269.09
Base Tax:	145,240.08
Special Assessment:	11,099.00
Lottery Credit:	0.00
First Dollar Credit:	69.99
Amount Paid: (View payment history info below)	156,269.09
Current Balance Due:	0.00
Interest:	0.00
Total Due:	0.00

	Land Valuation							
Code	<u>Acres</u>	<u>Land</u>	<u>lmpr.</u>	<u>Total</u>				
3	23.58	\$3,171,100	\$4,084,500	\$7,255,600				
•	23.58	\$3,171,100	\$4,084,500	\$7,255,600				
Assessr	nent Rati	<u>o:</u>	0.	9856968380				
Fair Mai	Fair Market Value: 7360900.00							
Special Assessment Detail								
Code Description Amoun								

24 - STORM WATER UTILITY

Payment History							
<u>Date</u>	<u>Receipt</u>	Amount	<u>Interest</u>	<u>Penalty</u>	<u>Total</u>		
2/1/2019	163683	83684.09	0.00	0.00	83684.09		
6/5/2019	170075	72585.00	0.00	0.00	72585.00		

24

FEE



Racine County

CASE EQUIPMENT CORP

Location:

Section, Sect. 13, T3N, R22E

4620 - UNIFIED SCHOOL DISTRICT

Mailing Address:

School District:

CASE EQUIPMENT CORP ATTN MARVIN F POER & COMPANY

2211 YORK RD STE 222

OAK BROOK, IL 60523-4024

Request Mailing Address Change

Status:

Tax Parcel ID Number:

Tax District:

Biaius.

151-03-22-13-140-000 151-VILLAGE OF MT PLEASANT Active

Alternate Tax Parcel Number: Acres:

23.5800

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):
PT SW1/4 COM NW COR S417 E1018 TO POB S1141 E839 NE75 E158 NE604 W178 NW59 SW270 N482 W105
N362 W104 S362 W104 S362 W477 TO POB EXC HWY EXC V2837 P851 STATE ASSESSED **TOTAL ACRES**
23.58

Site Address (es): (Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)
5729 WASHINGTON AVE 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	\$156,269.09	\$156,269.09	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$155,777.55	\$155,777.55	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$156,389.95	\$156,389.95	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$159,641.13	\$159,641.13	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$153,051.80	\$153,051.80	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$162,492.22	\$162,492.22	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$160,678.69	\$160,678.69	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$106,531.03	\$106,531.03	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$91,224.12	\$91,224.12	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$87,497.91	\$87,497.91	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$82,720.72	\$82,720.72	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

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

State of Delaware Office of the Secretary of State

PAGE

I, WILLIAM T. QUILLEN, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "J. I. CASE COMPANY", CHANGING ITS NAME FROM "J. I. CASE COMPANY" TO "CASE CORPORATION", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF JANUARY, A.D. 1990, AT 9 O'CLOCK A.M.

DOCUMENT # 1471886

REGISTER'S OFFICE RACINE COUNTY, WI

RECORDED____

94 JUN 29 PH 1:21

VOL. PAGE 2383 962

NEAR NORTH NATIONAL TITLE CORP. 222 N. LASALLE ST. CHICAGO, IL 60601

OUR FILE # N941066

RET: from 7

0754523 8100

944080738

William T. Quillen, Secretary of State

AUTHENTICATION:

7111964

DATE:

05-06-94

2383 963

909023172

CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION OF J. I. CASE COMPANY

FILED
JAN 28 1990

J. I. CASE COMPANY, a corporation organized and continuous under and by virtue of the General Corporation Law of the State of Delaware (the "Company"), DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of the Company, by Unanimous Written Consent dated as of December 27, 1989, adopted a resolution setting forth a proposed Amendment to the Certificate of Incorporation of the Company, declaring said Amendment to be advisable. The resolution setting forth the proposed Amendment is as follows:

RESOLVED, that the Certificate of Incorporation of the Company be amended by deleting in its entirety Article FIRST thereof, and by inserting in lieu thereof the provision hereinafter set forth so that the said Article FIRST shall be and read as follows:

"FIRST. The name of the corporation is Case Corporation."

SECOND: That thereafter, the said Amendment has been consented to and authorized by the holder of all the issued and outstanding stock entitled to vote thereon by a written Consent given in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware and filed with the Company on December 27, 1989.

THIRD: That said Amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said J. I. CASE COMPANY has caused this Certificate to be signed by its Senior Vice President, and its corporate seal to be hereunto affixed and attested by an Assistant Secretary, this 2000 day of December, 1989.

J. I. CASE COMPANY

David B. Falstad

Senior Vice President

Bv:

Karl A. Stewart,

Assistant Secretary

1.NC

FIDELITY TITLE; INC: 731 MAIN ST. RACINE, WI 53401 (414) 634-5511

DOCUMENT # 1 State 5/15 elaware

BP

RACINE, WI

PAGE 1 N941065

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF

DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT

COPY OF THE CERTIFICATE OF AMENDMENT OF "CASE EQUIPMENT

CORPORATION", CHANGING ITS NAME FROM "CASE EQUIPMENT

CORPORATION" TO "CASE CORPORATION", FILED IN THIS OFFICE ON THE

TWENTY-SEVENTH DAY OF JUNE, A.D. 1994, AT 2:01 O'CLOCK P.M.

REGISTER'S OFFICE RACINE COUNTY, WI

RECORDED.

94 AUG 24 PM 3:38

MARK A. LADD 12.00 REGISTER OF DEFDS

VOL PAGE

2396 393

NEAR NORTH NATIONAL TITLE CORP.

222 N. LASALLE ST. CHICAGO, IL 60601

OUR FILE # N941065

Edward J. Freel, Secretary of State

2396863 8100

AUTHENTICATION:

7205459

DATE:

08-09-94

5-4-8118-A-6

944147808

CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION OF CASE EQUIPMENT CORPORATION

CASE EQUIPMENT CORPORATION, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Company"), DOES HEREBY CERTIFY:

That the Board of Directors of the Company, by Consent of Directors, dated as of June 15, 1994, unanimously adopted a resolution setting forth a proposed Amendment to the Certificate of Incorporation of the Company, declaring said Amendment to be advisable. The resolution setting forth the proposed Amendment is as follows:

> "RESOLVED, that the Certificate of Incorporation of the Company be amended by deleting in its entirety Article FIRST thereof, and by inserting in lieu thereof the provision hereinafter set forth so that the said Article FIRST shall be and read as follows:

"FIRST. The name of the corporation is Case Corporation".

SECOND: That thereafter, the said Amendment has been consented to and authorized by the holder of all the issued and outstanding stock of the Company by a written Consent given in accordance with the provisions of Section 228 of the General Corporation Laws of the State of Delaware and filed with the Company on the 15th day of June, 1994.

That said Amendment was duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Laws of the State of Delaware.

FOURTH: That this Amendment shall be effective at 12:02 a.m. on July 1, 1994.

IN WITNESS WHEREOF, said CASE EQUIPMENT CORPORATION has caused this Certificate to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its corporate Assistant Secretary, this 27th day of June, 1994.

CASE EQUIPMENT CORPORATION

Robert G. Simpson Vice President,

PAGE

James D Gaughan

Secretary

394 2396

5511p-2.wp/3

Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Search for:	Search
case IIc Search Records	Advanced Search Name Availability

Corporate Records

Result of lookup for C040108 (at 1/13/2020 7:39 AM)

CASE CORPORATION

You can: File an Annual Report - Request a Certificate of Status - File a Registered Agent/Office Update Form

Vital Statistics

Entity ID

C040108

Registered **Effective Date** 05/11/1994

Period of Existence

PER

Status

Withdrawal Request a Certificate of Status

Status Date

04/15/2004

Entity Type

Foreign Business Corporation

Annual Report

Requirements

Foreign Business Corporations are required to file an Annual Report under s.180.1622 WI Statutes.

Foreign Organization Date

04/29/1994

Paid Capital Represented

\$230,689,000

Foreign State

DΕ

Addresses

Registered Agent

Office

Address for Service of Process

SEE PRINCIPAL OFFICE ADDRESS PANEL

File a Registered Agent/Office Update Form

Principal Office

700 STATE ST

RACINE, WI 53404

UNITED STATES OF AMERICA

Historical Information

Annual Reports

Year	Reel	Image	Filed By	Stored On
2003	111	1111	paper	image
2002	059	0193	paper	microfilm
2001	062	0172	paper	microfilm
2000	064	1850	paper	microfilm
1999	059	1854	paper	microfilm

1998	057	1824	paper	microfilm
1997	060	1056	paper	microfilm
1996	058	0800	paper	microfilm
1995	060	0764	paper	microfilm

File an Annual Report - Order a Document Copy

Certificates of Newly-elected Officers/Directors

None

Old Names

Change Date	Name
Current	CASE CORPORATION
08/04/1994	CASE EQUIPMENT CORPORATION

Chronology

	Effective Date	Transaction	Filed Date	Description
	05/11/1994	Incorporated/Qualified/Registered	05/13/1994	
	08/04/1994	Amendment	08/04/1994	NAME CHG
	07/01/2003	Change of Registered Agent	07/01/2003	Bulk Filing-Image
+	04/15/2004	Withdrawal	04/16/2004	

Order a Document Copy

DOCUMENT #

REGISTER'S OFFICE RACINE COUNTY, WI

RECORDED

94 JUN 29 PH 1: 23

DEED

VOL PAGE 2383 990

Ú

STATE OF WISCONSIN

_

KNOW ALL MEN BY THESE PRESENTS THAT
THIS INDENTURE AND DEED IS MADE THIS DATE

COUNTY OF RACINE

{} THIS INDENTURE AN
{} WITNESSETH THAT:

CASE CORPORATION, a Delaware corporation (successor by name change from J.I. Case Company) herein, called "Grantor, whose address is 700 State Street, Racine, Wisconsin 53404, for and in consideration of the sum of Ten and no/100 (\$10.00) dollars, and other consideration, paid by the Grantee herein named, the receipt and sufficiency of which is hereby acknowledged, has given, granted, bargained, sold, conveyed, remised, released, aliened, enfeoffed, quitclaimed, assigned, transferred, set over, released, confirmed and delivered and by these presents does give, grant, bargain, sell, convey, remise, release, alien, enfeoff, quitclaim, assign, transfer, set over, release, confirm and deliver unto CASE EQUIPMENT CORPORATION, a Delaware corporation, as part of a corporate reorganization (which, on or after the Effective Date will change its name to Case Corporation) herein called "Grantee", whose address is 700 State Street, Racine, Wisconsin 53404, and whose Federal Tax Identification Number is 76-043381 and which Grantee is authorized to do business in the State where the Property hereby conveyed is located, and unto Grantee's successors and assigns, the entire right, title and interest of Grantor, if any, in and to all of the following described property located in the above State and County:

The real property more particularly described in the Exhibit(s) attached hereto and made a part hereof, together with all improvements thereon, together with all rights, members and appurtenances in any manner appertaining or belonging thereto, and also all other property, real, personal and mixed, owned by Grantor and located in the above State and County. It is the intent of this deed to transfer all of the assets, including, without limitation, leaseholds, easements, mineral interests, water rights, appurtenances, licenses, ordinances and franchise rights, utility easements, powerline easements, right-of-way easements and all other rights in and to the property owned by Grantor located in the above State and County to Grantee, all herein collectively called the "Property".

This Conveyance is made and accepted expressly subject to all taxes, assessments, covenants, encumbrances, encroachments, protrusions, leaseholds, licenses, easements, rights of way, restrictions, exceptions, reservations, conditions, liens, interests, restrictions and conditions of any kind or character including, without limitation, ordiances, codes, regulations and laws, public or private roadways and alleys, all whether or not of record and all other matters affecting the Property, including those specifically set forth in the Exhibit(s) attached hereto and made a part hereof, if any, and acts done or suffered by Grantee.

Wisconsin Real Estate Transfer Tax \$8,922.90

VOL PAGE

This Conveyance is made without warranty of thie, express, implied or statutory, and without recourse, but with full substitution and subrogation of Grantee, and all persons claiming by, through and under Grantee, to the extent assignable, in and to all covenants and warranties by the predecessors in title of Grantor, and with full subrogation of all rights accruing under applicable statutes of limitation and all rights of action of warranty against all former owners of the above Property; provided, however, that the right of substitution and subrogation shall not apply with respect to any conveyance by any past or present affiliate of Grantor or with respect to any acts done or suffered by Grantor or any past or present affiliate of Grantor.

Grantee agrees that the disclaimers contained in this Conveyance are "conspicuous" disclaimers. The Property is conveyed to Grantee without recourse, covenant or warranty of any kind, express, implied or statutory. WITHOUT LIMITING THE OTHER EXPRESS PROVISIONS HEREOF, GRANTEE SPECIFICALLY AGREES THAT GRANTOR IS CONVEYING THE PROPERTY "AS-IS" WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS, IMPLIED OR STATUTORY (ALL OF WHICH GRANTOR HEREBY DISCLAIMS), AS TO (I) TITLE, (II) TRANSFERABILITY, (III) FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OR DESIGN OR QUALITY, (IV) COMPLIANCE WITH SPECIFICATIONS, CONDITIONS, OPERATION, FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, OR ABSENCE OF LATENT DEFECTS, (v) HABITABILITY, OR (vi) ANY OTHER MATTER WHATSOEVER. GRANTEE ALSO HEREBY WAIVES THE PROVISIONS OF ANY DECEPTIVE TRADE PRACTICES ACT AND ALL SIMILAR LAWS. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY GRANTEE AND GRANTOR AFTER DUE CONSIDERATION AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS OR WARRANTIES OF GRANTOR, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE PROPERTY THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT, OR OTHERWISE, EXCEPT AS EXPRESSLY SET FORTH IN OTHER WRITTEN AGREEMENTS, IF ANY, BY AND BETWEEN GRANTOR AND GRANTEE RELATING TO PROPERTY.

Any covenants express or implied by statute or law by the use of the words "grant", "bargain", "sell", "convey", "transfer", "assign" and "deliver", or any of them, or any other words used in this Conveyance are hereby disclaimed, waived, negated and excluded.

Except as specifically set forth in a Reorganization Agreement among Tenneco Inc., Grantor and Grantee, Grantee for itself, its successors and assigns, hereby assumes from Grantor, and agrees to pay, perform and discharge, and shall, to the fullest extent permitted by law, indemnify Grantor and its affiliates against all Environmental Matters set forth in the Exhibit(s) attached hereto and all taxes, assessments, liens, obligations, claims and liabilities of Grantor, whether or not such liabilities or obligations arise from Grantor's ownership and operation of the Property or the conduct of the business of Grantor prior to the Effective Date hereof or from Grantee's ownership and operation of the Property or the conduct of the Business of Grantee subsequent to the Effective Date hereof.

Grantor has disclosed all knowledge and Grantee acknowledges that it has all knowledge about all matters pertaining to the Property hereby conveyed to the same extent that Grantor has knowledge about such matters about such Property, and acknowledges that such knowledge is also notice of such matters, and any and all required or statutory forms of notice of such matters are incorporated herein by reference thereto and Grantee hereby acknowledges such knowledge of such matters as receipt of such notice of such matters and waives, to the fullest extent permitted by law, any time requiremeents for such notice and also waives any and all claims or causes of action which it may have arising out of such matters or the failure of any instrument to describe, notify or refer to any such matters.

TO HAVE AND TO HOLD the above described Property and premises unto the said Grantee, its successors and assigns forever, with all appurtenances thereunto belonging, so that neither Grantor nor Its successors or assigns shall at any time hereafter have, claim or demand any right or title to the aforesald Property, premises or appurtenances or any part thereof. EXECUTED this the and of June, 1994, but 2383 992 EFFECTIVE as of the 23rd of Tune, 1994 (the "Effective Date"). CASE CORPORATION, GRANTOR. a Delaware corporation Karen K. Duke, Asst. Secretary Mary ahr Steger Mary Ann Steger 3310 N. Wisconsin Street Racine, Wisconsin 53402 Seal of Grantor L.S. W. T. Becker 2734 Manor Ave. Racine, Wisconsin 53406 CASE EQUIPMENT CORPORATION, GRANTEE, a Delaware corporation Vice President Witness 1: David G. Mueller 26 E. Atteridge Rd. Lake Forest, Illinois 60045 Seal of Grantee L.S. Witness 2: \$41W27550 Honey Acres Ct. Waukesha, Wisconsin 53188 THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING RETURN TO: Name: Clement L. Budny, Jr. NEAR NORTH NATIONAL TITLE CORP. 700 State Street Racine, Wisconsin 53404 222 N. LASALLE ST. CHICAGO, IL 60601 SEND TAX STATEMENTS TO:

Case Corporation c/o Interstate Tax Management Services, Inc. P.O. Box 672346 12941 North Freeway, Suite 221 Houston, Texas 77267-2346

OUR FILE # N941067

VOL	PAGE	
2383	993	

STATE OF Wisconsin	
COUNTY OF Racine	
Vice President, and Karen K. Duke corporation, to me known to be the persor known to be such Vice President, and Asst.	day of June, 1994, Frank A. Brooke, Asst. Secretary of Case Corporation, a Delaware as who executed the foregoing instrument, and to me Secretary of said corporation, and acknowledged that such officers as the deed of said corporation, by its
	Notary Public, State of Wisconsin
	County of Racine
	Notary's Name: SANDRA L. KONIECZKO Notary's Commission expires: August //, /996
STATE OF <u>Wisconsin</u>	·
COUNTY OF Racine	
Vice President, and Clement L. Budny, Jr. Delaware corporation, to me known to be the to me known to be such Vice President, and	day of June, 1994, Marc J. Castor, Asst. Secretary of Case Equipment Corporation, as persons who executed the foregoing instrument, and Asst. Secretary of said corporation, and acknowledged as such officers as the deed of said corporation, by its
	Notary Public, State of Wisconsin
	County of Racine
	Notary's Name: LINDA M. SMITH
	Notary's Commission expires: September 15, 1996

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EXHIBIT A-

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWN 3 NORTH, RANGE 22 EAST OF THE 4TH P.M. BOUNDED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; RUN THENCE SOUTH 01°50' 09" EAST 417.12 FEET ON THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 89° 10' 36" EAST 1018.38 FEET PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 TO THE POINT OF BEGINNING OF THIS DESCRIPTION: RUN THENCE SOUTH 01° 50' 09" EAST 1141.06 FEET PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 89° 08' 18" EAST, 839.45 FEET PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4 TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 1212 OF RECORDS ON PAGE 398 AS DOCUMENT NO. 934562; THENCE NORTH 15° 15' 09" EAST, 75.00 FEET; THENCE SOUTH 89 08'18" EAST, 158,11 FEET PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 15° 15' 09" EAST, 604.93 FEET; THENCE NORTH 89° 07' 48" WEST, 178.96 FEET: THENCE NORTH 01° 59' 39" WEST 18.66 FEET: THENCE NORTH 89° 07' 48" WEST 59.36 FEET; THENCE SOUTH 01°59' 39" EAST, 18.66 FEET; THENCE NORTH 89° 07' 48" WEST 270.11 FEET; THENCE NORTH 01° 59' 39" WEST, 482.17 FEET; THENCE NORTH 89° 10' 36" WEST, 105.74 FEET PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 01° 50' 09" WEST, 362.06 FEET TO THE SOUTH LINE OF STH 20; THENCE NORTH 89° 10' 36" WEST ALONG THE SOUTH LINE OF STH 20, 104.46 FEET; THENCE SOUTH 01° 50' 09" EAST, 362.06 FEET; THENCE NORTH 89° 10' 36" WEST, 477.60 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. EXCEPTING THEREFROM LANDS CONVEYED PREVIOUSLY FOR HIGHWAY PURPOSES. SAID LAND BEING IN THE TOWN OF MT. PLEASANT COUNTY OF RACINE AND STATE OF WISCONSIN.

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EXHIBIT A~み

LEGAL DESCRIPTION

PARCEL 2:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWN 3 NORTH OF RANGE 22 EAST OF THE 4TH P.M. BOUNDED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE CENTERLINE OF THE GREEN BAY ROAD AND THE NORTH LINE OF VAN WIE HOME SITES, A RECORDED PLAT; THENCE NORTH 15° 15′ 09" EAST 75.00 FEET ON THE CENTER LINE OF GREEN BAY ROAD; THENCE NORTH 89° 08′ 18" WEST 209.73 FEET PARALLEL TO THE NORTH LINE OF SAID VAN WIE HOME SITES; THENCE SOUTH 15° 15′ 09" WEST 75.00 FEET PARALLEL TO THE CENTER LINE OF SAID GREEN BAY ROAD TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1, VAN WIE HOME SITES; THENCE SOUTH 89° 08′ 18" EAST 209.73 FEET ON THE NORTH LINE OF SAID VAN WIE HOME SITES TO THE POINT OF BEGINNING. EXCEPTING THEREFROM LANDS RESERVED FOR STATE HIGHWAY 31. SAID LAND BEING IN THE TOWN OF MT. PLEASANT, COUNTY OF RACINE AND STATE OF WISCONSIN.

COMMONLY KNOWN AS:

5729 and 5129 Washington Avenue Mt. Pleasant, Wisconsin 53406

TAX/P.I.N.:

51-008-03-22-13-140-000 51-008-03-22-13-141-000

Case West and Annex Offices Racine County 8020,004 and 8020,005

SZLANNEX.WI

EXHIBIT B

VOL PAGE 2383 996

This exhibit applies to all Property being conveyed by this Deed.

Grantor states that it has disclosed all information, if any, that it has regarding past, current or future Environmental Matters, and Grantee acknowledges that: (1) Grantee has received and understood such information; (2) such information constitutes all information that Grantor has regarding past, current or future Environmental Matters pertaining to the Property; and (3) such disclosure constitutes all notice or disclosure required to be given to the Grantee under any statute, regulation, common law, court order, or agreement. Grantee waives, to the fullest extent permitted by law, any and all claims or causes of action, including for money damages, equitable relief, or rescission, which it may have arising out of such Environmental Matters or the failure by Grantor to describe, disclose, notify, or refer to any such Environmental Matters. The term "Environmental Matters" means environmental conditions, if any, on, near, or pertaining to the Property, including but not limited to the presence, if any, of landfill operations, the past, present, or future release(s) or presence of hazardous substances or hazardous waste (including releases of hazardous substances and hazardous waste as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.), the presence of property which is listed on any federal, state or local inventory of properties, the status or existence of environmental permits pertaining to conditions or operations, the presence of above ground or underground tanks, the presence of wells (including oil, gas, geothermal, domestic water, agricultural drainage, monitoring, or abandoned wells), the presence of areas protected or regulated by federal, state, or local law or regulation, mine subsidence or severed mineral estates, seismic hazards, dams, radioactive waste disposal sites, zoning for residential use, or any other environmental defect, hazard or condition, if any, on or near the Property.

RIR\Case.Ded

WARRANTY DEED

THIS INDENTURE, made by NORTHERN STAR TEXTILE CORP., a New York corporation with offices in New York, New York, (hereinafter: "Grantor") hereby conveys and warrants to J. I. CASE COMPANY, a Delaware corporation, having its offices at 700 State Street, Racine, Wisconsin 53404, (hereinafter "Grantee) for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following tract of land located in the Town of Mt. Pleasant, Racine County, Wisconsin:

That part of the South West One-quarter (3) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, bounded as follows: Begin at the intersection of the centerline of the Green Bay Road and the North line of Van Wie Home Sites, a recorded plat on file in the office of the Register of Deeds for Racine County, Wisconsin in Volume P of Plats at page 23; run thence North 15°15'09" East 75.00 feet on the centerline of Green Bay Road; thence North. 89°08"18" West 209.73 feet parallel to. the North line of said Van Wie Home Sites; thence South 15°15'09" West 75.00 feet paralle? to the centerline of said Green Bay Road to the Northwest corner of Lot 1, Block 1, Van Wie Home Sites; thence South 89°08'18" East 209.73 feet on the North line of said Van Wie Home Sites to the point of beginning. Excepting therefrom land conveyed to the State of Wisconsin, Department of Transportation, Division of Highways, by Award of Damages dated December 4. 1974 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on December 9, 1974 in Volume 1247 of Records at page 161, as Document No. 949335. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin. Wisconsin Reel Estate Transfer Tax \$2 45.00

Together with all improvements, easements and appurtenances thereto, and all of Seller's right, title and interest in all public ways adjoining said real estate.

SUBJECT, HOWEVER, to the following:

1. Lease Agreement between Delco Development Co. of Racine and Bonanza International Inc. dated July 15, 1970, as amended by a Consent Agreement dated November 10, 1973 between the same parties and a Surrender and Release of Leasehold Interests dated September 13, 1976 between Grantor, Delco Development Co. of Racine, Bonanza International Inc., Bonanza International Development Company and Camrac, Inc.

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2. Easement granted by Delco Development Co. or Racine, partnership, to Wisconsin Electric Power Company by instrument dated September 15, 1972 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on November 29, 1972 in Volume 1159 of Records at page 454 as Document No. 912356;

- 3. Condition contained in Quit Claim from Delco Development Co. of Racine to Wisconsin Department of Transportation dated
 February 16, 1973 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 27, 1973 in Volume 1169 of Records at page 575, as Document No. 916622;
- 4. Storm Sewer and Drainage assessments, if any, under Order Creating Town Surface or Storm Water Sewer and Drainage Improvement District No. 1, dated November 15, 1967 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 19, 1968 in Volume 990 of Records at page 124, as Document No. 841795.
 - 5. Municipal and zoning ordinances.
 - 6. Lien for real estate taxes not yet due and payable.

NORTHERN STAR TEXTILE CORP.

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STATE OF	new	YORK)	- 4	• •			, .	
COUNTY OF	nen	YORK)	SS					
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do, executed by signing th In Witne	e na	me of	the cor	trument poratio	t for ton ton set i	he purpo my hand	ses there	ein co cial s	ntained eal.75
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This instrument was drafted by Atty. Jon M. Schoeffel

MILTRAY 5 KATZ
NOTARY PUBLIC State of New York
No. 31-2046373 New York County
Term Expires March 30, 197

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985418

Secure County, Wis.
Recorded to Record 21

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O'cloty P. M. and recorded in Volume 1340

I Lianual on page 303-305

3-00 K-13.

 $\text{vol}1340 \text{ } \text{\tiny PAGE}305$

WARRANTY DEED

VCL1340 PAGE 316

THIS INDENTURE, made by DELCO DEVELOPMENT CO. OF RACINE, a co-partnership consisting of Martin Yudell, Allen Yudell, Abraham A. George Lepofsky Rosen, Morton Polk/and the Estate of Max R. Lepofsky, having an address care of Delco Development Corporation, 70 Jerico Tpk, Jerico, New York, 11753, (hereinafter "Grantor") hereby conveys and warrants to J. I. CASE COMPANY, a Delaware corporation, having its offices at 700 State Street, Racine, Wisconsin 53404, (hereinafter "Grantee") for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following tract of land together with improvements thereon located in the Town of Mt. Pleasant, Racine County, Wisconsin:

> That part of the South West one-quarter (4) of Section Thirteen (13), in Township Three (3) North, Range Twenty-two (22) East, bounded as follows: .

Commence at the Northwest corner of said Southwest 1/4; run thence South 01°50'09" East, 417.12 feet on the West line of said Southwest 1; thence South 89°10'36" East 1018.38 feet parallel with the North line of said Southwest 1/4 to the point of beginning of this description; run thence South 01°50'09" East 1141.06 feet parallel with the West line of said Southwest 1; thence South 89°08'18" East, 839.45 feet parallel with the South line of said Southwest 14 to the Southwest corner of the property described in a Warranty Deed dated January 22, 1974 and recorded in the office of the Racine County Register of Deeds on February 8, 1974 in Volume 1212 . of Records at page 398 as Document No. 934562; thence North 15°15'09" East, 75.00 feet; thence South 89°08' 18" East, 158.11 feet parallel with the South line of said Southwest 1; thence North 15°15'09" East, 604.93 feet; thence North 89°07'48" West, 178.96 feet; thence North 01°59'39" West, 18.66 feet; thence North 89°07'48" West, 59.36 feet; thence South 01°59'39" East, 18.66 feet; thence North 89°07'48" West, 270.11 feet; thence North 01°59'39" West, 482.17 feet; thence North 89°10'36" West, 105.74 feet parallel with the North line of said Southwest 1; thence North 01°50'09" West, 362.06 feet to the South line of Highway #20; thence North 89°10'36" West along the South line of Highway #20, 104.46 feet; thence South 01°50'09" East, 362.06 feet; thence North 89°10'36" West, 477.60 feet to the point of beginning of this description. Excepting therefrom the land conveyed in an Award of Damages

dated December 4, 1974 and recorded in the office of the Racine County Register of Deeds on December 9, 1974 in Volume 1247 of Records at page 161 as Document No. 949335.

Together with an Easement for Sanitary Sewer Facilities, over the following described property: That part of the Southwest 1/2 of Section 13, Township 3 North, Range 22 East, bounded as follows: Begin at a point on the West line of said Section located South 01°50'09" East, 1497.69 feet from the Northwest corner of said Southwest 14; run thence South 89°10'36" East, 1018.38 feet to a point; thence South 01°50'09" East, 15.00 feet; thence North 89°10'36" West, 1018.38 feet to the West line of said Section; thence North 01°50'09" West, 15.00 feet to the place of beginning. Said Easement is intended to be the same as was granted to Grantor by instrument dated September 5, 1969 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 5, 1969-in Volume 1029 of Records at page 378 as Document 858675. Nisconsin Real Estate Transfer Tex

SUBJECT, HOWEVER, to the following:

- 1. Obligations, if any, contained in and set forth in two Agreements dated November 30, 1967, which Agreements were both recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 21, 1968, in Volume 975 of Records at page 103, as Document No. 835112 and in Volume 975 of Records at page 106, as Document No. 835113, respectively:
- 2. Easement granted by Grantor herein to Wisconsin Natural Gas Company, and recorded in the office of the Register of Deeds for Racine County, Wisconsin on December 5, 1969 in Volume 1038 of Records at page 290, as Document No. 862364;
- 3. Easement granted by Grantor herein to Wisconsin Electric Power Company and Wisconsin Telephone Company by instrument dated December 12, 1969 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on January 26, 1970 in Volume 1042 of Records at page 311, as Document No. 864027;
- 4. Obligations contained in Easement agreement entered into between Grantor herein and Eliot E. Lewis dated September 5, 1969 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 5, 1969 in Volume 1029 of Records at page 378 as Document 858675.

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- 5. Lease Agreement between Grantor and Bonanza International Inc. dated July 15, 1970, as amended by a Consent Agreement dated November 10, 1973 between the same parties and a Surrender and Release of Leasehold Interests dated September 13, 1976, between Grantor, Northern Star Textile Corp., Bonanza International Inc., Bonanza International Development Company and Camrac, Inc.
- 6. Limitations, if any, imposed on ingress to and egress from said real estate to Highways 20 and 31 by an unrecorded Covenant and Agreement executed by Delco Development Corporation, a corporation, and acknowledged November 21, 1969.
 - 7. Municipal and zoning ordinances.
 - 8. Lien for real estate taxes not yet due and payable.
- and seal this $\frac{29}{100}$ day of Strimbtl, 1976.

By A.(A. Rosen, Fartner)	(SEAL)	DELCO DEVELOPMENT CO. OF	•
By Milu Felle	(SEAL)	Martin YudeYi// Partner	_(SEAL)
Morton Polk, Partner	(SEAL)	By AMer Yudeld Partner	_(SEAL)
Estate of Mark by Leroi Partner, by Executor	Track	By George Jeponsky/ Partner	_(SEAL)
STATE OF NEW YORK)) ss		
Que en 5 County)	•	-

Personally came before me, this ME day of Sefrem Bek. A.D., 1976 the above named Martin Yudell to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY

NOTARY

Notary Public County NY

My Commission Expires:

EXECUTE VIEW OF THE PROPERTY OF THE PROPERTY

PIATE OF NEW TORK	
(XUEENS County.)	SS.
Country.	
Personally came before	me, this day of
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same.	1 Conathy Wess (1/2) 1/19/19
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STATE OF NEW YORK	55.
NEW YORK County.)	
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personally came before	the above named A. A. Rosen to me known to be
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same	Murray Leh
•	HURRAY S. KATZ
NOTARY	NOTARY PUBLIC, State of New York
SEAL	No. 2016/23 York County Tarm Expires March 30, 197
SHALL	Notary PublicCounty, NY
	My Commission Expires
STATE OF NEW YORK	
	ss.
County)	
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Personally came before	he above named Morton Polk to me known to be
Cont. Da . AD . 1976 ti	he above named Morton Polk to me known to be
Cont. Da . AD . 1976 ti	he above named Morton Polk to me known to be
Cont. Da . AD . 1976 ti	he above named Morton Polk to me known to be foregoing instrument and acknowledged the same.
Cont. Da . AD . 1976 ti	he above named Morton Polk to me known to be foregoing instrument and acknowledged the same.
the person who executed the	he above named Morton Polk to me known to be foregoing instrument and acknowledged the same. STUNKE A BORDON Netery Public, Sensor of How York No. 201515150
A.D., 1976 to the person who executed the	he above named Morton Polk to me known to be foregoing instrument and acknowledged the same. STUNKE A BORDON Netery Public, Sensor of How York No. 201515150
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A.D., 1976 to the person who executed the NOTARY SEAL STATE OF NEW YORK Personally came before	STUAR A SCHOOL Notery Public Sense of How York County Conditions Expires Notary Public Commission Expires March 50, 1977 Expires May Commission Expires SS. Norwoll me, this 23cl day of South A.D., Executor of the knowledged the same.
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A.D., 1976 to the person who executed the NOTARY SEAL STATE OF NEW-YORK Personally came before 1976 the above named Bas Estate of Max R. Lepofsky to foregoing instrument and accompany to the seal of the seal	he above named Morton Polk to me known to be foregoing instrument and acknowledged the same. SUMAR A SCROON Notary Public Strain Strain Strain Strain Notary Public Commission Expires My Commission Expires Me, this Z3rl day of Setul A.D., Securior Expires Securior Expires Me Lefo for My Commission Strain My Commission Strain My Commission Strain My Commission Expires My Commission Expires April 1989

CONNECTICUL		•
STATE OF KEW YORK)	
FAIR FIECO County.) ss. NoRWACE	
Personally came befor A.D., 1976 be the "person who executed same." NOTARY SEAL	the above named George Les the above named George Les the foregoing instrument a Jules Les Notary Public Shife of My Commission Expires	and acknowledged the

985424

Received for Record 29 day of Supervised A.D., 1970 at 3:52 o'clock P. M. and recorded in Volume 1340 of Riccial on page 316-320

Sanley J. Bialcki

Segretar of Deeds.

6.00

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,

S.H.C. of W. Form No. 109 (Rev. 16-61)

Feb. 11, 1963

This Indenture, Made by Edwin E. Lewis,	a widower
grantorof Racine : State of Wisconsin	County, Wisconsin, hereby conveys and warrants
IOI DIC DUM OF THE	of <u>County;</u> Wisconsin, dred twenty-sever(\$1,827.00)
tion 13, Township 3 North, Range 22 East erence line and a line which is 50 feet reference line:	one-half of the southwest one-quarter of Sec- , lying between the following described ref- westerly of, as measured normal to, said ine of said southwest one-quarter which is 51.72
feet North 89° 11' 54" West of the center 734 feet along the centerline of S.T.H. line in the owner's north property line	31 to the point of beginning of the reference; thence South 16° 24' 34" West 166 feet; thence
ending of the reference line in the own described in Volume 538 of Deeds on page	SILD SOURT DICEON
	as a serious perious records
The parcel contains approximately	0.31 acre, exclusive of lands previously con-
veyed or dedicated for highway purposes	
	den Hamme of
demand and forth in sec. 32.03. Wisconsin Statutes, assumed to	the property described herein and includes full compensation for items of ecompletion of the improvements contemplated by the relocation order or 32.19, Wisconsin Statutes, has not been included. If any such items are 32.20, Wisconsin Statutes.
IN WITNESS WHEREOF, the said grantor ha	Chereunto set 015 hand and seat this
day of Fabruary A.D., 19 0	Elini to Sociali ISEAN
SIGNED AND SEALED IN PRESENCE OF	Edwin E. Lewis
Kenneth C. Suhr	(SEAL)
Kenneth C. Suhr	
Victor Co Hammer	(SEAL)
Victor C. Hammer	
	(SEAL)
	725
STATE OF WISCONSIN	Personally came before me, this 1th day of February A.D., 19 63,
Racine County.	the above-named Edwin E. Lewis
747726	
RECEIVED FOR RECORD	to me known to be the person
DAY OF TOTAL	who executed the foregoing instrument and acknowledged the
A.D. 19 AT //	same.
170 OF 3 HAS PAGE 65	Victor C- Hammer
4 1 30 66	Victor C. Hanner Wisconsin REAL P. Notary Public Haukesha County, Wisconsin
RESISTER OF DEEDS	My Commission expires July 26, A.D., 19.63
	Commission expires carry 12 12 12 12 12 12 12 12 12 12 12 12 12
REQUITER OF DEXDS	My Commission expires vista
REQUEER OF DEEDS COUNTY Rache County, Wisconsin	Negotiated by
Rucine County, Wiscondin This instrument was drafted by the Stare Highway Commission 3. Williams	Negotiated by
Hacine County, Wisconsin 海绵线	
Rucine County, Wiscondin This instrument was drafted by the Stare Highway Commission 3. Williams	Negotiated by

AFFIDAVIT

STATE OF WISCONSIN COUNTY OF RAGINE

voi 821 PAGE 136

James T. Fetzer, being duly sworn on oath deposes and says that he is an employee of the State Highway Commission of Wisconsin:

- 1. That he was in charge of a certain survey made in Racine County for the purpose of a highway improvement known as Project T 065-1(3).
- 2. That the center of Section 13 as shown upon the Relocation Order, dated July 29, 1963, filed in the Office of the County Clerk for Racine County, showing the center of Section 13, Township 3 North, Range 22 East, was considered to be a PK Nail.
- 3. That a further survey to locate the center of the section was made by the State Highway Commission in accordance with government regulations.
- h. That the distance and bearing from the center of said section 13 along the north line of the southwest one-quarter to the intersection with the centerline of S.T.H. 31 was shown as being 51.72 feet North 89° 11' 5h" West.
- 5. That the correct distance and bearing from the center of said section 13 along the north line of the southwest one-quarter to the intersection with the centerline of S.T.B. 31 is 80.93 feet North 89° 10' 18" West.
- 6. That it was further determined that the center of said section 13 is 2634.67 feet North 89° 10' 18" West of the east one-quarter corner, 2639.80 feet South 89° 10' 18" East of the west one-quarter corner, 2644.32 feet North 1° 56' 48" West of the south one-quarter corner and 2646.90 feet S 1° 56' 48" East of the north one-quarter corner of said section.
- 7. That the correct location of the center of said section and further survey were incorporated into the relocation order, dated December 30, 1963.
 - δ . That the recorded instruments affected by this change are as follows:

Parcel	Document	Volume of Records	Page	Owner
277	747726	770	65	Edwin E. Lewis

Corrected description for the above parcel is as follows:

Fee title to that part of the east one-half of the southwest one-quarter of Section 13, Township 3 North, Range 22 East, lying between the following described reference line and a line which is 50 feet westerly of, as measured normal to, said reference line:

Commence at a point in the north line of said southwest one-quarter which is 80.93 feet North 89° 10¹ 18" West of the center of said section; (said center of section is 263h.67 feet North 89° 10¹ 18" West of the east one-quarter corner, 2639.80 feet South 89° 10¹ 18" East of the west one-quarter corner, 26hh.32 feet North 1° 56¹ h8" West of the south one-quarter corner and 26h6.90 feet South 1° 56¹ h8" East of the north-one-quarter corner of-said-section); thence South 16° 2h¹ 3h" West 73h feet along the centerline of S.T.H. 31 to the point of beginning of the reference line in the owner's north property line; thence South 16° 2h¹ 3h" West 16h.7 feet; thence South 15° 17¹ 3h" West approximately 637 feet along said centerline to the point of ending of the reference line in the owner's south property line; said property line is described in Volume 538 of Deeds on page h83.

The parcel contains approximately 0.31 acre, exclusive of lands previously conveyed or dedicated for highway purposes.

Parcel	Document	of Records	Page	Owners
293	7և7725	770	614	Edward E. Iewis a/k/a Edwin E. Iewis and Eliot E. Iewis

821-13

May 22, 1964

Corrected description for the above parcel is as follows:

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

That part of the southwest one-quarter of Section 13, Township 3 North, Range 22 East lying between the following described centerline of State Trunk Highway 31 and a line which is 50 feet easterly of as measured normal to, said centerline:

Commence at a point in the north line of said southwest one-quarter which is 80.93 feet North 89° 10' 18" West of the center of said section; thence South 16° 2h' 3h" West to the point of beginning in owner's north property line (said line is the south line of lands described in Volume 71h of Deeds, on Page 569); thence to a point which is 898.7 feet South 16° 2h' 3h" West of the point of commencement; thence South 15° 17' 3h" West 133.81 feet to the point of ending in the owner's south property line. Except that part lying within lands described in Volume 751 of Deeds on Page 218.

The parcel contains approximately 0.36 acre, exclusive of lands previously

The parcel contains approximately 0.30 acre, exclusive of lands previously conveyed or dedicated for highway purposes.

It is intended hereby that by acceptance of this instrument the grantee State of Wisconsin, State Highway Commission, agrees to release so much of the access restrictions noted in that certain agreement dated November 17, 1962 and recorded in Volume 767 of Records at Page 10 in Document No. 746131, Racine County Registry, as will authorize one access point to State Trunk Highway 31, to be located within the northerly 100 feet of the lands described in said agreement, pursuant to Section 236.293, Wisconsin Statutes.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 20th day of · 1964. Signed and Sealed in Presence of:

__ Norman_D_ Oberback____

Personally appeared before me this 20thay of May the above named James T. Fetzer, to me known to be the person who executed the foreinstrument and acknowledged the same.

Ernest T. Pearson, Jr.
Notary Public, Walworth County,
My Commission Expires July 9, 1967

nstrument drafted by the State Highway Commission of Wisconsin, L

VOL 821 PAGE 137

WARRANTY DEED: STATE OF WISCONSIN-FORM NO. 1 This Indenture, Made this. A. D., 1952 between EDWARD E. LEWIS (unmarried) the survivor of them Witnesseth, That the said part.Y.....of the first part, for and in consideration of the sum of OME DOLLAR (\$1.00) and other good and valuable consideration - - - - -

in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, ha.S.____given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do es give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said parties of the second part, their heirs and assigns forever, the following described real estate, situated Town of Mount Pleasant, Racine and State of Wisconsin, to-wit: in the County of ...

> That part of the Southwest Quarter of Section Thirteen (13) Township Three (3) North, Range Twenty-two (22) East, bounded as follows:

Begin at the intersection of the center line of the Green Bay Road and the North line of Van Wie Home Sites, a recorded plat on file in the Office of the Register of Deeds for Racine County, Wisconsin, in Volume P of Plats on page 23; run thence Mortheasterly along the center line of the Green Bay Road 75.00 feet; thence West 209.73 feet parallel to said Morth line of Van Wie Home Sites; thence Southwesterly 75.00 feet parallel to the center line of said Green Bay Road to the Morthwest corner of Lot One (1) of Block One (1) of said Van Wie Home Sites; thence East 209.75 feet to the point of beginning.

Subject, however, to the following restrictions, terms and conditions for a period of fifty (50) years from the date of this conveyance:

- The above described real estate shall not be subdivided.
- No part of said real estate shall be used for other tran residence purposes.
- No dwelling to be occupied by more than one family, shall be erected upon the real estate hereinbefore described.
- A garage of the capacity of not more than two automobiles may be erected thereon.
- No building erected elsewhere shall be moved onto any part of the above described real estate for residence purposes or any other
- No building, except a one family residence and a garage of the capacity of not more than two automobiles, shall be constructed or maintained upon the real estate hereinbefore described; and no animals, except does, cats and other household pets; and no poultry, shall be kept and maintained thereon. .
- 7. No house trailer or semi trailer or commercial trailer for any purpose shall be used, stored or maintained upon the real estate hereinbefore described.
- No intoxicating liquors or fermented malt beverages as defined by the Statutes of Wisconsin, shall be manufactured, sold or offered for sale, or otherwise disposed of on the real estate hereinbefore described.

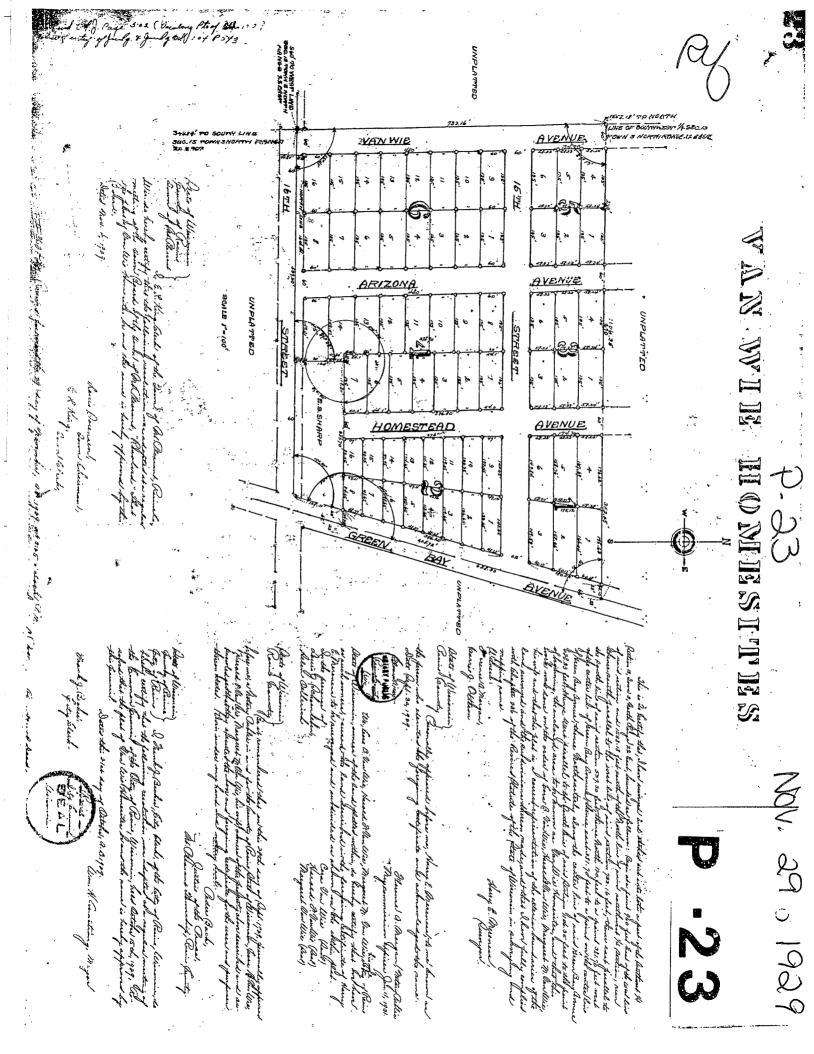
- In the event that any of the terms and conditions herein specified are violated within the period of time above stated that these covenants are to remain in force; the party of the first part or his respective here, executors, administrators, personal representatives, successors and assigns, may forthwith in his or her own name and on his or her own behalf, or on behalf of all persons entitled to such relief; for Racine County, Wisconsin, or any other Court having jurisdiction, an Order enjoining and restraining the continued violation of such terms and conditions and granting any affirmative relief that may be terms and conditions of these covenants shall remain in force.
- 11. The foregoing terms, conditions, restrictions and rights contained in paragraphs numbered I to 10, both inclusive, shall be deemed covenants running with the land and with each and every part thereof.
- 12. In the event, for any reason, any clause or any part of the foregoing restrictions imposed on the real estate hereinbefore described, shall be declared null and void, it shall not affect the remaining clauses or parts of said restrictions.
- 13. The provisions of the foregoing restrictions are binding upon the parties hereto, and upon their respective heirs, administrators, personal representatives, grantees, mortgagees and assigns. Waiver at any time by any person or party entitled to the benefits of said restrictions or any term or condition herein contained, shall not constitute a continuing Waiver of such term or condition and shall not constitute a waiver of any other term or condition of said restrictions.

This deed is also subject to recorded easements and building restrict-



To have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said parties of the second part, and to the interpretation the said parties.

TO THE REPORT OF THE PROPERTY OF THE PARTY O
And the said Edward E. Lewis Vol 300 ADF
And the said Edward E. Lewis VOL 300 AF 303
for <u>himself</u> , <u>his</u> heirs, executors and administrators, doescovenant, grant, bargain and
agree to and with the said part: les of the second part, their heirs and assigns, that at the time
of the ensealing and delivery of these presents. <u>he is</u> well seized of the premises above described, as of a good,
sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and
clear from all incumbrances whatever,
and that the above barrained premises in the suite of
and that the above bargained premises in the quiet and peaceable possession of the said parties of the second part,
their heirs and assigns, against all and every person or persons lawfully claiming the whole
or any part thereof, he will forever WARRANT AND DEFEND.
In Witness Whereof, the said part y of the first part has hereunto set his hand.
and seal this 9th day of October A. D. 19.52
SIGNED AND COLUED IN DESCRIPTION OF
Edward E. Lewis
Lewis J. Quinn (SEAL)
(SEAL)
and to Strike!
Avis L. Strike (SEAL)
STRIPE OF BUILDINGS
STATE OF WISCONSIN,
RACINE County.
Personally came before me, this 9th day of 0ctober , A. D., 1952
the above named Edward E. Lewis (unmarried)
to me-known to be the personwho executed the foregoing instrument and acknowledged the same.
Quist L Strike
Avis L. Strike
Notary Public, Racine County, Wis.
My Commission expires Hov. 27 A. D., 19.55
(Section 59.5) (I) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewriten thereon the names of the granturs, grantees, witnesses and notary)
, h. J.
in the season of
S S S S S S S S S S S S S S S S S S S
NO. W. H. C. A. WIFE TO TO TO
NO. NO. NO. NO. Tr. Tr. Tr. Tr. Tr. Tr. Tr. Tr. Tr. Tr
EDWARD E. LEWIS TO JEROME E. CHADEK & WIFE WARRANTY DEED REGISTER'S OFFICE, STATE OF WISCONEY, Received for Record-this, L. Z. day of MATHEMATICAL County, Received for Record-this, L. Z. day of MATHEMATICAL COUNTY, Received for Record-this, L. Z. day of MATHEMATICAL COUNTY, Received for Record-this, L. Z. day of MATHEMATICAL COUNTY, Return to: Return to: Return to: Deputy Return to: Ret



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AWARD OF DAMAGES BY STATE HIGHWAY COMMISSION OF WISCONSIN

Section 84.09(2)

This award of damages is made pursuant to a relocation order of the State Highway Commission of Wisconsin, dated___November 12___, 1962_, and filed in the office of the County Clerk of Bacine___ County, for the improvement of State Trunk Highway 20 , 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: _Carnardt_Kingafield and Caraldina

The interest acquired by this award is for

Fee title to the north 55 feet (as measured normal to the north line of the southwest one-quarter) of the east 104.46 feet of the west 1600.44 feet of the southwest one-quarter of Section 13, Township 3 North, Range 22 East.

The parcel contains approximately 0.05 acre, exclusive of lands previously conveyed or dedicated for highway purposes.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its ngents on_ March 1 _____, 19_63.

The State Highway Commission 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 hundred twenty-seven and no/100____ Dollars (\$.127.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

REQUITER OF DEEDS Racing County, Wisconstputty

2.00

Project_T_065-1(3)

Secretary

Pursuant to authority granted by motion duly mad seconded, and adopted this

Jan 12, 196

KNOW ALL MEN BY THESE PRESENTS that DELCO DEVELOPMENT CCMPANY OF PACINE, a Partnership having an office at 97-77 Queens Boulevard, Rego Park, New York, grantor, hereby quitclaims to the State of Wisconsin, Department of Transportation, Division of Highways, grantee, for public road purposes, for establishing a 50 foot right of way from the present center line of State Highway "31", the following tract of land in Racine County, Wisconsin for the sum of TEN (\$10.00) DOLLARS:

100 VALUE .

The Easterly 50.00 feet of the following described

parcel:

. Fee Exempt 77.25 #2

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 the intersection of the centerline of the Green Bay Road . and the North line of Van Wie Home Sites a recorded plat on file in the office of the Register of Deeds for Racine County, Wisconsin, in Volume P of Plats on Page 23; run thence N15° 15' 09" E 75.00 feet on the centerline of Green Bay Road; thence N 89° 08' 18 W 209.73 feet parallel to the North line of said Van Wie Home Sites; thence S 15° 15' 09" W 75.00 feet parallel to the center-· line of Green Bay Road to the Northwest corner of Lot 1, Block 1, Van Wie Home Sites; thence S 89° 08' 18E E 209.73 feet on the North line of said Van Wie Home Sites to the point of beginning.

And furthermore, in the event that a portion of the balance of Grantor's property (after the aforesaid grant) not in excess of 15 feet in width fronting upon State Highway "31" (Green Bay Road) is taken by power of eminent_domain or deed

given in lieu thereof, for road widening purposes, the Grantor Register's Office

Register's Uffice SS. Rackne County, Wis. 916622 Received for Record 27+H day of FCMUA Y A.D., 1973 at 3:40 7'clock M. and recorded in Volume 1 C LICECTIONS

val1169 xx575

VOL 1169 PAGE 576

hereby exempts the Grantee (or the public authority exercising said power) from proximity damages which may otherwise be payable by reason of such taking.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and scal this 16 day of February, 1973.

DELCO DEVELOPMENT COMPANY OF RACINE

BY Matter General Parine

IN THE PRESENCE OF:

Ocearly Wides

STATE OF NEW YORK ONES

ss.:

COUNTY OF NEW YORK

BE IT REMEMBERED, that on the b day of HBUHN A.D., 1973, before me, the subscriber, a Notary Public, personally came the aforesaid Grantors, by MATIN YUDELL, a General Partner thereof, who acknowledged the signing of the foregoing instrument to be the voluntary act and deed ofhimself and the Partnership.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC.

JEPRY KLADERMANS

TARY

Term depose Ma in 20, 11973

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS

From the Minutes of the Highway Commission Meeting of Monday, April 23, 1973

PROJECT 2390-0-00 - RACINE SOUTH COUNTY LINE-S.T.H.

There was presented for Commission consideration and acceptance, pursuant to Section 80.01(5), Wisconsin Statutes, certain reservation of lands for public highway purposes as described in the following instrument recorded in the Office of the Register of Deeds for Racine County:

•	Grantor	Location		Document .	<u>Volume</u>	Page
	Delco Develop- ment Company of Racine	Part of the southwest of quarter of Section 13 Township 3 North, Rang 22 East	,	916622	1169	575

It was moved and seconded that the reservation for highway purposes, as noted in the foregoing instrument, be formally accepted and that a certified copy of this action be recorded with the Register of Deeds of Racine County. Carried.

I, B. E. Gehrmann, Secretary of the Highway Commission do hereby certify that the foregoing is a true and exact copy of a portion of the official . minutes of the Highway Commission meeting of Honday, April 23; 1973.

920430 Register's Office Racine County, Vlis. Received for Record .

o'clock A M. and recorded in Volume Meccio Son page

Dated at Madison, Wisconsin, this 37 day of .

E. Gehrmann Highway Commission Secretary

DOCUMENT NO.

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

of Transportation, Division of Highways, da the County Clerk of Racine Highway 31 in Rac	to are location order of the State of Wisconsin Department ted Oct. 15 1974, and filed in the office of County, for the improvement of State Trunk ine County. It necessary to acquire, for the purpose set forth in and in according real estate and/or rights therein as hereinafter set forth,
in and to which the following persons have a	n interest: Northern Star Textile Corporation,
•	, Cam Rac Corporation
The interest acquired by this award is fo	r
See Attached Page 2 for Leg	gal Description
	•
	. ·
•.	
Said parcel of real estate and/or intere agents on See Page 2 , 19	sts therein will be occupied by the State of Wisconsin or its
The State of Wisconsin having complied with	all jurisdictional requirements pursuant to law, hereby makes this ving an interest in said parcel of real estate, in the sum of
One thousand Nine hundred S	eventy Five and no/j
Dollars (SL,975.00), for the in as hereinbefore set forth.	acquisition of said parcel of real estate and/or interests there-
RECEIVED FOR RECORD	STATE OF WISCONSIN'DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS
A.D. 19——— AT	B. B. Deflucani
O CLOCK AND RECORDED IN VOL	Pursuant to authority granted by motion duly made,
ACCISTER OF DECOS	seconded, and adopted on DEC 4 1974
COUNTY	This instrument was drafted by the State of Wisconsin, Department of Transportation, Division of Highways.
Project2390-1-21	Parcel No36

: vol 1247 PAGE 164

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

That part of Section 13, Township 3 North, Range 22 East described in Volume 1212 of Racine County Records on Page 398, lying between the following described reference line of S.T.H. 31 and a line 60.00 feet westerly of, as measured normal to, and parallel with said reference line.

Said reference line begins at a point in the south line of the southwest one-quarter of Section 13, Township 3 North, Range 22 East which is 916.98 feet North 89° 08' 17" West of the southeast corner of said southwest one-quarter; thence north 11° 55' 02" East 63.11 feet; thence North 15° 17' 40" East 1766.17 feet; thence North 16° 26' 16" East 898.74 feet to a point in the north line of said southwest one-quarter which is 87.02 feet North 89° 10' 37" West of the northeast corner of said southwest one-quarter.

This parcel contains 0.02 Acre, more or less, exclusive of lands previously

conveyed or dedicated for highway purposes.

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

ever, 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 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.

949336

Register's Office 15%
Received for Received 10 April 15%
Received for Received 10 April 15%
Received for Received 10 April 15%

ortical Him and recorded in Volume 24

Stanley & Bialche

3.00

Division OF Huys

Project 1.D. 2390-1-21

P3. 2

Parcel 36



DEED

VCL 1212 PAGE 398

THIS INDENTURE, made by DELCO DEVELOPMENT CO. OF RACINE,
a co-partnership consisting of Martin Yudell, Allen Yudell,
Abraham A. Rosen and the Estate of Max R. Lepofsky, having an
address care of Delco Development Corporation, 97-77 Queens
Boulevard, Rego Park, New York, 11374, hereby conveys and warrants
to NORTHERN STAR TEXTILE CORP., a New York corporation, having an
address at 37 West 37th Street, New York, New York, 10016, for
the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following tract of land:

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: Begin at the intersection of the centerline of the Green Bay Road and the North line of Van Wie Home Sites, a recorded plat on file in the office of the Register of Deeds for Racine County, Wisconsin in Volume P of Plats at page 23; run thence North 15° 15' 09" East 75.00 feet on the centerline of Green Bay Road; thence North 89° 08' 18" West 209.73 feet parallel to the North line of said Van Wie Home Sites; thence South 15° 15' 09" West 75.00 feet parallel to the centerline of said Green Bay Road to the Northwest corner of Lot 1, Block 1, Van Wie Home Sites; thence South 89° 08' 18" East 209.73 feet on the North line of said Van Wie Home Sites to the point of beginning. Excepting therefrom land conveyed to the State of Wisconsin, Department of Transportation, Division of Highways, by Quit Claim Deed dated February 16, 1973 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 27, 1973 in Volume 1169 of Records at page 575, as Document No. 916622. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin. TOGETHER WITH APPURTENANCES. Wisconsin Real Estate Transfer Tax \$ 226.00

SUBJECT, HOWEVER, to the following:

Deed of Declaration dated December 23, 1970, executed
 by the Grantor herein, covering the premises being conveyed herein

RECORD AND RETURN TO:

Irving S. Bobrow, Esquire Bobrow & Rosen P. O. Box 334 Lenox Hill Station New York, New York 10021 and certain adjoining premises, which was recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 9, 1971, in Volume 1077 of Records at page 159, as Document No. 878501;

- 2. Storm sewer and drainage assessments, if any, under Order Creating Town Surface or Storm Water Sewer and Drainage Improvement District No. 1, dated November 15, 1967 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 19, 1968 in Volume 990 of Records at page 124, as Document No. 841795;
- 3. Easement granted by Grantor herein to Wisconsin Electric
 Power Company by instrument dated September 15, 1972 and recorded
 in the office of the Register of Deeds for Racine County, Wisconsin
 on November 29, 1972 in Volume 1159 of Records at page 454, as
 Document No. 912356;
- 4. Condition contained in Quit Claim Deed executed by Grantor herein to the State of Wisconsin, Department of Transportation, Division of Highways, dated February 16, 1973 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 27, 1973 in Volume 1169 of Records at page 575, as Document No. 916622;
- 5. Lease, dated June 15, 1970 as the same may have been amended to date hereof, between the Grantor herein, as Landlord, and Bonanza International, Inc., as Tenant;
- 6. Amendment of Deed of Declaration dated August 24, 1973, executed by the Grantor herein, which is to be recorded prior to the recordation hereof in said Register's office;
 - -7. Restriction-Declaration of even-date herewith, executed

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by Delco Development Co. of Racine, which is to be recorded prior to recordation hereof in said Register's office;

- . 8. Consent Agreement dated November 10, 1973, between the Grantor herein, and Bonanza International, Inc.;
- 9. Utility easements which service or otherwise effect the premises being conveyed herein, provided the same do not materially interfer with the present use and enjoyment of the premises herein;
 - 10. Lien for real estate taxes.
- 11. The Grantee herein, by its acceptance of this beed, hereby agrees, for itself and its successors and assigns, to be bound and subject to the foregoing items numbered 1 through 10 and further agrees that with respect to the Consent Agreement, referred to as item No. 8 above, the Grantee and its successors and assigns shall be bound to the terms of such Consent Agreement, notwithstanding any expiration or termination of the aforesaid lease with Bonanza International, referred to in item No. 5 above.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this $2\sqrt{2}$ day of January, 1974.

DELCO DEVELOPMENT CO. OF RACINE

BV

IN THE PRESENCE OF:

-3-

STATE OF NEW YORK). : ss. COUNTY OF NEW YORK)

on this 2 day of January, 1974, before me came Addition of the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is a member of the firm of DELCO DEVELOPMENT CO. OF RACINE, a co-partnership, and that he executed the foregoing instrument in the firm name of DELCO DEVELOPMENT CO. OF RACINE, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

934562

Received for Record

O'clock P. M. and recorded in Volume 12

o'clock P. M. and recorded in Volume 121' of 160000 on page 398. Yo

Stanley F. Bialloki

J/WW//

ROBERT A. LEVITAS
Notary Public, State of New York
No. 31-27-5200
Qualified in New York County
Commission Expires March 30, 1975

5.00

-4-

VCL 1212 PAGE 401

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

This award of damages is made pursuant to faransportation, Division of Highways, dated the County Clerk of Racine County Highway 31 in Racing The State of Wisconsin has determined it cordance with said relocation order, a parcel of	Oct. 15 ounty, for the impro e necessary to acqui		filed in the office o State Trunk set forth in and in a	f ·
in and to which the following persons have an in	nterest: <u>Delco</u>	Development C	orporation.	
Prudential losurance Company .	of America, Bor	anza Internati	onal loc	
Cam_Rac_Corporation				
The interest acquired by this award is for				
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See attached page 2 for legal	description	•		
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Said parcel of real estate and/or interests	therein will be occ	upled by the State	of Wisconsin or it	S
agents on See page 2 , 19				
The State of Wisconsin, having complied with all award of damages to the above-named persons having	jwisdictional requir	ements pursuant to la	w. hereby makes this	; .
•			, in the sam of	•
Seven Thousand Seven Hundred F	Lfty-and_no/Loc)_=====	·	=
				_
Dollars (\$_7,750.00), for the acqu	isition of apid nam			
in as hereinbefore set forth.	distriction of Said Part	er of real estate an	uyorumterests there	,_
	STATE OF WISCOI	SIN/DEPARTMENT	OF TRANSPORTATION	,
RECEIVED FOR RECORD	DIVISION OF HIGH	WAYS		
A.D. 19 AT	75	Q Golf		
O'CLOCKM. AND RECORDED IN VOL.	By E HI	ghway Carthin stan . Secto	rey =	-
OF PAGE	D			
·	Pursuant to at	ithority granted by	motion duly made	,
REGISTER OF DEEDS	seconded, and	adopted on	C_4 1974	
COUNTY		7 1 1 4 4 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		
- COUNTY	This instrument w	as drafted by the State	of Wisconsin.	
Project 2390-1-21	Department of Tra	nspartation, Division (of Highways. To. 37	•
v • ^1			,	
		VOL1247 PAG	£161	
			· ·	

Fee Title in and to the following tract of land in Racine County, State of

Wisconsin, described as:

That part of Section 13, Township 3 North, Range 22 East described in Volume 1069 of Racine County Records on Page 590 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.H. 31.

Said reference line begins at a point in the south line of the southwest one-quarter of Section 13, Township 3 North, Range 22 East which is 916.98 feet North 89° 08' 17" West of the southeast corner of said southwest one-quarter; thence north 11° 55' 02" East 63.11 feet; thence North 15° 17' 40" East 1766.17 feet; thence North 16° 26' 16" East 898.74 feet to a point in the north line of said southwest one-quarter which is 87.02 feet North 89° 10' 37" West of the northeast corner of said southwest one-quarter.

This parcel contains 0.14 Acre, more or less. State of Wisconsin or its agents on 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.

> 949335 s Olics ، Riches County, Wis. Received for Record Occombe AD, 1924 AX o'clock A M. and recorded in Volume of Necessary on page 16 Register of Dacds

Project 1.D. 2390-1-21

Pg. 2

Parcel 37

v: 1069 au 590

WARRANTY DEND

EXTRAORDINARY REALTY CORP., a New York corporation, having an office at 598 Madison Avenue, New York, New York, c/o Rubin, Wachtel, Baum and Levin, Esqs., Att: Robert A.Levitas, Esq., for and in consideration of \$10, in hand paid, conveys and warrants to DELCO DEVELOPMENT CO. OF RACINE, a New York partnership, having an office c/o Delco Development Corp., 100-15 Queens Boulevard, County of Queens, City and State of New York, the following described real estate situated in the Township of Mt. Pleasant, County of Racine and State of Wisconsin:

That part of the South West One-quarter (1/4) of Section Thirteen (13), in Township Three (3) North, Range Twenty-two (22) East, bounded as follows: Commence at the Northwest corner of said Southwest 1/4; run thence South 01°50'09" East; 417.12 feet on the West line of said Southwest 1/4; thence South 89,210'36" East 1018.38 feet parallel with the North line ... of said Southwest 1/4 to the point of beginning of this description; run thence South 01950'09" East 1141.06 feet parallel with the West line of said Southwest 1/4; thence South 89708'18" East, 839.45 feet parallel with the South line of said Southwest 1/4 to a point located North 89°08'18" West, 209.73 feet from the centerline of S.T.H.#31; thence North 15°15'09"East, 75.00 feet parallel with the centerline of said Highway #31; thence South 89°08'18" East, 158.11 feet parallel with the South line of said Southwest 1/4 to a point on the Westerly line of the right-of-way of said Highway #31, thence North 15°15'09" East, 604. 93 feet on said Westerly line of right-of-way, thence North 89°07'48" West 178.96 feet; thence North 01°59'39" West, 18.66 feet; thence North 89°07'48" West, 59.36 feet; thence South 01°59'39" East 18.66 feet; thence North 89°07'48 " West, 270.11 feet; thence North 01°59'39"West, 482.17 feet; thence North 89°10'36" West, 105.74 feet parallel with the North line of said Southwest 1/4; thence North 01°50'09" West, 362.06 feet to the South line of Highway #20; thence West along the South line of Highway #20, 104.46 feet; thence South 01°50'09" East, 362.06 feet; thence North 89°10'36" West, 477.60 feet to the point of beginning -of-this-description. Said land being in the Town of Mt.Pleasant.

Together with an Easement for Sanitary Sewer Facilities, over the following described property: That partof the Southwest 1/4 of Section 13, in Township 3 North, Range 22 East, bounded as follows: Begin at a point on the West line of said Section located South 01°50'09" East, 1497.69 feet from the Northwest corner of said Southwest 1/4; run thence South 89°10'36" East 1018.38 feet to a point; thence South 01°50'09" East, 15.00 feet; thence North 89°10'36" West, 1018.38 feet to the West line of said Section; thence North 01°50'09" West, 15.00 feet to the place of beginning. Said land being in the Town of Mt.Pleasant.

This conveyance is exempt from real estate transfer fee pursuant to Section 77.25(9) of the Wisconsin statutes.

IN WITNESS WHEREOF, the undersigned has executed this Deed as of the $\frac{H}{2}$ day of November, 1970.

WITNESS:

Milleliën Fors

. EXTRAORDINARY REALTY CORP.

Pohert A Levitas

STATE OF NEW YORK)

SS:

COUNTY OF NEW YORK

On this day of November, 1970 before me personally appeared ROBERT A. LEVITAS, to me known, who being by me duly sworn, did depose and say that he resides at 333 East 79th Street, New York, N.Y.10021; that he is the President of EXTRAORDINARY REALTY CORP., the corporation described in and which executed the foregoing Deed; that he knows the seal of said corporation; that the seal affixed to said Deed is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

CORNELIUS DENTON

Molary Public, State of New York

No. 41-5959500 - Queens County

Term expires March 30, 1972

875480

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Starley F. Bialer

AVE 1009 PAGE 591

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DOCUMENT # VOI. PAGE 2837 1654904 REGISTER'S OFFICE RACINE COUNTY, W **Document Number** WARRANTY DEED RECORDEO____ Wisconsin Department of Transportation Exempt from fee: s.77.25(2r) Wis. Stats. 98 NOV 12 AM 10: 30 RE3004 1096 MARK A. LADD REGISTER OF DEEDS THIS DEED, made by Case Equipment Corporation GRANTOR, conveys and warrants the property described below to the State of Wisconsin, Department of Transportation, GRANTEE, for the sum of Three Thousand One Hundred and NO/100 Dollars (\$3,100.00) Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation. This space is reserved for recording data Return to: Wisconsin Department of Transportation Other persons having an interest of record in the property: 141 NW Barstow St - PO Box 798 Waukesha, WI 53187-0798 → A -This is not homestead property: Parcel Identification Number/Tax Key Number (Tax key # 51-008-03-22-13-140-000) LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE. 10-16-98 (Print Name) (Signature) State of Wisconsin Racine County (Print Name) On the above date, this instrument was acknowledged before me

(Signature)

(Print Name)

(Signature)

(Print Name)

by the named person(s).

VOL PAGE 2837 852

LEGAL DESCRIPTION

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

That part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, described as follows: The South 7 feet of the North 62 feet of the Easterly 104.46 feet of the Westerly 1600.44 feet of said Southwest 1/4, as measured parallel with the north line of said Northwest 1/4.

This parcel contains 0.017 acres, more or less.

Also, a Temporary Limited 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 21 foot strip of land lying south of and adjacent to the above described fee taking in the Easterly 104.46 feet of the Westerly 1600.44 feet of said Southwest 1/4. Excepting therefrom a sign lying within the easement.

This parcel contains 0.050 acres, more or less.

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.

353-25

WARRANTY DEED

THIS INDENTURE, made this 29th day of July, 1967, between EDWARD E. LEWIS (also known as Edwin E. Lewis), a widower, party of the first part, and CHESTER W. ANDERSEN and FRANCIS X. PFISTER, parties of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of \$1.00 and other good and valuable consideration to him in hand paid by the said parties 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 parties of the second part, their heirs and assigns forever, the following described real estate, situated in the County of Racine and State of Wisconsin, to-wit:

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: Commence at the intersection of the centerline of State Trunk Highway 20 and the centerline of State Trunk Highway 31; run thence S 16° 24' 34" W 711.50 feet on the centerline of said highway 31 to the Southeast corner of lands described in Volume 780 of Deeds, on page 571 as recorded in the Racine County Register of Deeds Office; run thence N 88° 19' 26" W 51.70 feet on the South line of said lands as described in Volume 780 of Deeds, page 571 to the place of beginning of this description; continue thence N 88° 19' 26" W 300.00 feet on said South line projected; thence S 1° 11' 26" E 175.00 feet; thence S 88° 19' 26" E 59.36 feet; thence S 1° 11' 26" E 18.66 feet; thence S 880 19' 26" E 180.10 feet to the Westerly line of right-of-way of said highway 31; thence N 160 24' 34" E 200.00 feet on said right-of-way line to the point of beginning.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of

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-vol 953 PAGE 254

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

And the said EDWARD E. LEWIS (also known as Edwin E. Lewis), a widower, for himself, his heirs, executors and administrators, does covenant, grant, bargain, and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the ensealing and delivery of these presents he is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all encumbrances whatever, and that the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, he will forever WARRANT AND DEFEND.

The garage building now on the premises above described shall remain personal property belonging to party of the first part, and he shall have the right to have access to and use the same as long as it remains on said premises. Parties of the second part shall, however, have the right at any time to remove said garage at their expense to any location on lands now belonging to party of the first part (other than the premises above described), said location to be designated by party of the first part, and not to be more than 100 feet from the present garage location, and parties of the second part shall install a concrete floor and stone

driveway at the new location. Thereupon, any right of access of party of the first part to the premises above described shall terminate. In the event the garage is not removed by the parties of the second part prior to June 30, 1977, party of the first part shall remove the same forthwith thereafter at no expense to parties of the second part. Until said garage has been so removed, the provisions of this paragraph shall extend to and be binding upon party of the first part and subsequent owners of the aforesaid lands (other than the real estate herein conveyed) now belonging to party of the first part.

The parties hereto hereby agree as follows: The size and design of any and all buildings to be erected on the real estate hereby conveyed and the improvements to be made thereon must be approved by an architectural control committee before any such buildings are erected or improvements made. The architectural control committee shall consist of Eliot E. Lewis or another person to be named by party of the first part, Chester W. Andersen or another person to be named by parties of the second part, and Milton F. La Pour or another person to be named by party of the first part and parties of the second part. In the event the parties cannot agree upon such a member, he $\dot{\mathrm{shall}}$ be named by any judge then presiding in the Circuit Court for Racine County upon petition of any party hereto. In the event any of said committee members shall at any time become unable or unwilling to act, the other two shall appoint a successor in his place. Parties of the second part hereby agree that they will not erect nor attempt to erect any buildings on said real estate nor make any improvements thereto if a majority of the members of the architectural control committee objects to the design or kind thereof. Party of the first part hereby acknowledges that said real estate is to be used for a

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Dental Clinic or related medical purposes and for parking, and hereby agrees that he has no objection to buildings being erected thereon for this purpose or improvements being made thereto for this purpose. The provisions of this paragraph shall be in effect until June 30, 1977, after which date they shall become null and void.

Party of the first part reserves an easement from Highway 31 over the northerly 6 feet of the real estate herein conveyed to the westerly line thereof for a water main to service the land lying to the west and north of the real estate herein conveyed.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hand and seal this 29th day of July, 1967.

Signed and Sealed in Presence of:

Flow Cale

Willen J. La Bam

STATE OF WISCONSIN)

RACINE COUNTY

Edward E. Lewis, also known as
Edwin E. Lewis

Personally came before me, this day of July, 1967, the above named Edward E. Lewis (also known as Edwin E. Lewis), a widower, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin My commission: 6. - Get 6, 1968

Thomas S. Stone, Attorney at Law.











Recister's Office Research A.D., is 7 at 2:0/

	WARRANTY DEED—Joint Tenancy. Form 158 Section 1903; Wisconsin Statutes	MITOTOREM MITATOREE \$2314
	This Indenture, Made this day of day of	
	between	•
		•
	FRANZ R. JORDAN AND ELFRIEDE K. JORDAN his wife	
	With a count by Thursteen and a spirit tenants, parties o	
	Witnesseth, That the said partiesof the first part, for and in considerat ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION	
	tothemin hand paid by the said parties of the second part, the receipt whereof i and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed a by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm un of the second part, in joint tenancy, the survivor of them, his or her heirs and assigns forever, the real estate, situated in the County of	s hereby confessed nd confirmed, and to the said parties following described
	All that part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, described as follows: Begin at a poin 478.5 feet West of the intersection of the center line of Green Bay Road and the East and West 1/4 Section line of sai Section; run thence South 632.56 feet to point of beginning of this description; thence continue South 75.87 feet; thence East parallel to said 1/4 Section line, 245 feet to the cent line of Green Bay Road; thence Northeasterly along the center line of said Road, 78.00 feet; and thence West 269.96 feet to point of beginning, except the easterly 50 feet thereof, dee	d e e e e e e e e e e e e e e e e e e e
	County of Racine and State of Wisconsin. County of Racine and State of Wisconsin. Together with all and singular the hereditaments and appurtenances thereum. Deconging	
	appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said partifirst part, either in law or equity, either in possession or expectancy of, in and to the above bargait their hereditaments and appurtenances. To Have and to Hold the said premises as above described with the hereditaments and apthe said parties of the second part, as joint tenants, and to the survivor of them, his or her heirs and a	ned premises, and purtenances, unto ssigns FOREVER.
	And the saidALBERT M. SCHRADER AND FRANCES D. SCHRADER, hi	s wite
	for themselves, their heirs, executors and administrators, do covenant, grant, to and with the said parties of the second part, the survivor of them, his or her heirs and assigns, that ensealing and delivery of these presentsthey are well seized of the premises above dese sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same from all incumbrances whatever.	at the time of the ribed, as of a good,
	and that the above bargained premises in the quiet and peaceable possession of the said parties of the survivor of them, his or her heirs and assigns, against all and every person or persons lawfully cla any part thereof,theywill forever WARRANT AND DEFEND.	
ì	Intivibiles Whereof, the said partiles of the first part have hereunto set their have hereunto set their h	andsand seals
	DAVIOLE TO SECURE TO THE PANY OF ALBERT M. SCHRADER.	, ,
	FRANCES D. SCHRADER.	FATE LE (SEAL)
	William Proxmire VOL 780 PAGE 571	(SEAL)
)	(SEAL)

to me kno	own to be the	e person.S who	executed the for	Notary Public,	M. Gruhl Rac expires Febru	ine, Co	unty, W D., 196
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	; ·			· ·			
	,		•				
752366 No	ALBERT. M SCHRADER. and FRANCES. D SCHRADER	ERANZ R. JORDAN	13306.S. Green Bay Road Warranty Berd	REGISTERY'S OFFICE, State of Wisconsin, Machine County Received y, Record this. 28 may of	at /// Zo'clock // M, and recorded in Vol. J. M. of Deckson page 572	Register of Deeds. Deputy.	7. 22. 24

,:

DOCUMENT NO.	OUIT CLAIM DEED STATE OF WISCONSIN-FORM II
858673	THIS SPACE BESERVED FOR RECORDING DATA REGISTER'S Office CC
	Racine County, Wis. 753
THIS INDENTURE, Made this 5th day of September A. D., 19 69 between Estate of EDWARD E. LEWIS, also know	Received for Record STR day of April 1969 at 31.56
as EDWIN E. LEWIS, by ELIOT E. LEWIS (Executor)	o'clock [] M. and recorded in Volume /229
part Y of the first p	
DELCO DEVELOPMENT COMPANY OF RACINE, WISCONSIN	- Ostanley J. Beallekis
V of the second part	BETURN TO
part Y of the second part. Witnesseth, That the said part Y of the first part, for and in consideration One (\$1.00) Dollar and Other Good and Value Consideration	deration able Robert A. Levitas Rubin Wachtel Baum & Levin Sos Madison Ave. 10th Fi. New York, New York 10022
confessed and acknowledged, ha <u>S</u> given, granted, bargained, sold, remised, released grant, bargain, sell, remise, release and quit-claim unto the said part <u>y</u> of the sollowing described real estate, situated in the County of Racine	I, and quit-chimed, and by these presents ab 2 give, second part, and to 1ts KNS and assigns forever, the and State of Wisconsin, to-wit:
An easement from Highway 31 to the westerly line feet of the property described below:	
That part of the Southwest 1/4 of Section 13, Too the Town of Mt. Pleasant, Racine County, Wisconsin, Commence at the intersection of the centerline of Scenterline of State Trunk Highway 31; run thence Scenterline of said Highway 31 to the Southeast corner of Deeds, on page 571, as recorded in the Racine Couthence N 88° 19' 26" W 51.70 feet on the South line Volume 780 of Deeds, page 571 to the place of begin continue thence N 88° 19' 26" W 300.00 feet on said S 1° 11' 26" E 175.00 feet; thence S 88° 19' 26" E 18.66 feet; thence S 88° 19' 26" E 180.10 feet to of said Highway 31; thence N 16° 24' 34" E 200.00 feet the point of beginning.	tate Trunk Highway 20 and the 160 24' 34" W 711.50 feet on the er of lands described in Volume 780 unty Register of Deeds Office; run of said lands as described in ning of this description; South line projected; thence 59.36 feet; thence S 10 11' 26" the Westerly line of right-of-way
Said easement to be for a water main to service north of said property.	the land lying to the west and
·	
To Have and To Hold the same, together with all and singular the appurt thereunto appertaining, and all the estate, right, title, interest and claim whatsoever equity, either in possession or expectancy of, to the only proper use, benefit and be SUCCESSOYS ARKANANA assigns forever. In Witness Whereof, the said part V of the first part has hereunto.	hoof of the said part
day of September, A. D., 1969. SIGNED AND SEALED IN PRESENCE OF	lity Leville (SEAL)
Esta	te of Edward E. Lewis; also known as to E. Lewis by Eliot E. Lewis (Executor)
Milton F. La Rour	
(act) / Suctem	(SEAL)
Earl F. Buelow	(SEAL)
STATE OF WISCONSIN, Recine County Ss.	ll la l
Personally came before me, this the above named Estate of Edward E. Lewis, also known (Executor)	September as Edwin E. Lewis by Eliot E. Lewis
to me known to be the personwho executed the foregoing instrument and acknown	nowledged the same.
NOTARY	Milton F. La Pour
This instrument drafted by	Notary Public Racine. County, Wis.
Milton F. La Pour.	My Commission (Expires) (FS) October 1, 1972.
(Section 55.51 (1) of the Wisconsin Statutes provides that all instruments to be reasons of the granters, greaters, witnesses and notary). QUIT CLAIM DEED-STATE OF WISCONSIN, FORM NO. 11	coorded shall have plainly printed or typewritten thereon the $\xi = \int_{-I}^{I} \int_{I}^{I} \int_{I}^{$

vo. 1029 PAGE 378

858675

EASEMENT AGREEMENT

THIS AGREEMENT, made this 5th day of September, 1969, between ELIOT E. LEWIS residing at 1334 South Green Bay Road, Racine, Wisconsin, (hereinafter called "Grantor") and DELCO DEVELOPMENT CO. OF RACINE, consisting of ALLEN and MARTIN YUDELL, A.A. ROSEN, and MAX R. LEPOFSKY, a co-partnership, having an office at 100-15 Queens Boulevard, Forest Hills, New York 11375 (hereinafter called "Grantee").

WITNESSETH, that for and in consideration of the sum of ONE (\$1.00) DOLLAR and other good and Valuable considerations in hand paid to Grantors by Grantee, the receipt whereof is hereby acknowledged, the Grantors have this day bargained, sold, granted and conveyed, and BY THESE PRESENTS do bargain, sell, grant and convey unto Grantee, its successors and assigns, a permanent easement and right-of-way, including the perpetual right of ingress, egress and regress, in, over and upon the lands of the Grantors, located in the Town of Mt. Pleasant, County of Racine, State of Wisconsin, more particularly bounded and described as follows, including the perpetual right to Grantee, its successors and assigns, to enter upon the real estate and right-of-way at any time as it or they may see fit to lay, relay, construct, maintain, inspect, remove, improve and repair the sanitary sewer facilities to be located thereon:

That part of the Scuth West One-quarter (1/4) of Section Thirteen (13), in Township Three (3): North, Range Twenty-two (22) East in the County of Racine, Wisconsin bounded as follows: Begin at a point on the West line of said Section located South 01°50′09" East, last feet from the Northwest corner of said Southwest 1/4; run thence South 89°10′36" East 1018.38 feet to a point; thence South 01°50′09" East 15.00 feet; thence North 89°10′36" West 1018.38 feet to the West line of said Section; thence North 01°50′09" West 15.00 feet to the place of beginning. Said land being in the Town of Mt. Pleasant.

RETURN TO

Robert A. Levitas Rubin Wachtel Baum & Levin 598 Madison Ave. 10th Fl. New York, New York 10022 70.7

Reserving, however, unto the Grantors, their heirs, personal representatives and assigns the right to use and cultivate (but not to construct or place on said right-of-way any buildings or improvements) as well as the right of ingress, egress or regress over and upon said right-of-way in a manner not inconsistent with the easement and right-of-way hereinabove granted unto Grantee.

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VOL 1029 PACE 380

Further Reserving unto the Grantors, if required for the development of the real estate owned by Grantors, of which the easement area forms a part, to tap into the said storm sewer disposal and drainage facilities, at its own cost and expense, provided and to the extent that the said facilities are capable of assuming the burden of said tap-in and provided further that the Grantees or its successors and assigns are not inconvenienced thereby and that the said facilities remain in as operable condition as prior to the said tap-in; it being understood and agreed that the Grantee shall in no event be responsible for the maintenance or repair of the areas of said tap-in.

Grantee will at all times, after doing work in connection with the construction, reconstruction or repair of the aforesaid storm sewer disposal and drainage facilities, restore the premises substantially to the condition in which same was found before such work was undertaken and Grantors will at all times after doing work in connection with a tap-in, restore the premises substantially to the condition same was found before such tap-in work was undertaken.

The aforesaid easement and right-of-way and privileges incident thereto or as defined herein, shall be permanent and continuous and shall be a covenant running with the land burdened thereby and binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument has been duly executed as of the day and year first above written.

PRESENCE OF:

Aut. Diction,

Earl S. Everow

Hovert D. Larifes

SIGNED AND SEALED IN THE

liot E. Lewis (SEAL)

1000

SIGNED, AND SEALED IN THE PRESENCE OF:	DEICO DEVELOPMEN	T COPPE OF RACINE
Milton F. DaPoux	BALLOULUS ,	(SEAL) General Partner
Robert A. Levitas	Martin Yudeli	
STATE OF WISCONSIN)		
RACINE COUNTY)	<u></u>	T
Personally came be	Fore me, this 5	day of September;
1969, the above named ELIOT H	E. LEWIS and	- LEWESTATE-
wife, to me known to be the p	persons who execut	ed the foregoing
instrument and acknowledged t	the same.	
	Witten 0	7. Va Com
•	Notary Pub Milton F. La	lic Pour
•	My Commission Ex	pires:
·	Get 1, 1972	- TT
•		
•	•.	(Notary Seal III
STATE OF WISCONSIN)		
RACINE COUNTY)		
.		
Personally came be		day of September.
1969, MARTIN YUDELL, as gener	cal partner of DEL	CO DEVELOPMENT
CO OF RACINE, to me know	vn to be the perso	n who executed the
foregoing instrument and ack	nowledged that he	executed the same
as such general partner of sa	aid partnership by	its authority
	Notary P Milton F.	762324457
ಕರ್ಮ ಎನ್	Notary P Milton F.	ublic LaPour
va 1078 am 353	My Commission Ex	pires:
	Cot Girt	(Notary Seal)
		<u>(</u>

Dec. 5, 1969

	va 1038 ₽40	£29U	FCRH 772-11-65-500
FOR AND IN CON	SIDERATION of the sum	of. One and no/100	FCXX 778—15-65—500
			7 7 4 4
	DELCO DEVELOPMENT CO	¬n	ledged, the undersigned Grantor
	JEDGO DEVELOTERAL GO	ILL # .	
	******		***************************************
does hereby give, grant an	id convey unto	•	
	WISCONSIN NA	TURAL GAS COMPAN	Υ .
permission and authority i pipelines with valves, tic-or	to lay, install, construct, ma vers and other appurtenant:	intain, operate, alter, replace, r	rvations herein stated, the right, repair and remove a pipeline or d remain the property of Grantec, r substances which can be trans-
		pon the hereinafter described s	
* * * * * * * * * * * * * * * * * * * *			()
feet in width being a part	of the premises of the und Southwest One-Qu	ersigned in the	
			(SW 1/4)
of Section numbered	Inirteen	(13), Township a	numbered
Three	() North	, Range numbered	Twenty-two
		Mt. Pleasant	
County, Wisconsin, the ce	nter line of said strip of l	and being described as follows:	;
N. 150-15'09" thence N. 890 of State Trund thence continu 75.00', thence as shown on	E. along the center -08'-18" W. 51.62' mk Highway #31, being uing N. 890-08'-18" W., attached Site Ut	f Plats, Racine County line of State Trunk Hi ore or less to the West the point of beginning W., 173.11', thence S. 651.07', thence N. 0°- cilities Plan, SD-3, and by Raymond Keyes	ghway #31, 90.0', * erly right-of-way ; of this description, 150-15'-09" W. 53'-02" E. 325.00', dated 10/17/69 and
Delco Develo	opment Corporation	n.	
		mexidaliwa kalanda da labih da la	
ights herein granted, inclu- and other obstructions, which and egress over and across	ding but not limited to, the ch might interfere with the said lands and other adjac	right to remove and to clear all r rights herein contained, and the ent lands of the Grantor to and	•
Any pipe shall be bur	fied to such depth that it s	vill not interfere with the ordina	ary cultivation of said land.
	nt and agree_ that no	structure will be erected or trees	planted on said premises with-
n2.5feet of said ab	ove described center line.		
Grantee, by the accepta ructing, maintaining, opera vestock, and fences on Gra	iting, altering, replacing, rep	for physical damage which it ca pairing or removing said pipeline	uses by laying, installing, con- or pipelines, to growing crops,
In the event Grantee la cted to this easement the s ght of way.	ys more than one pipeline, same consideration as that	Grantee shall pay to the then ow first stated above for each addition	ner or owners of the lands sub- onal pipeline so laid upon said
This agreement shall be	binding upon the heirs, suc	cessors or assigns of all parties b	ereto.
IN WITNESS WHERE	OF, the saidDEI	CO DEVELOPMENT CORP.	
		has caus	
its Preside	nt and	countersigned by its	Secretary
•		.day of	
In Presence of:		<u> </u>	100 Sept 100
An a resence of:			
His Yo	12 Cart	DELEO DEVELOPMENT	CORP
		Allan Yudell COUNTERSIGNED	President
Harrit Kel	land	By William)	telle
,	***************************************	Martin Yudell	Secretary

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STATE OF V	visconsin 🔑	∀ 1	•	
(م. ءء کمر <u>۔</u>	(27)	ounty ss.		•
Person	ally came before n	2	day of 100 series	196
	Alen		President	
***************************************	Allen Yu	ienie ist de	. Secretary	
and	Martin Yo	idell		
of the above r		DELCO DEVELOPH		4
			ecuted the foregoing instrument and to me l	
	Presiden	<u>t</u>	and Secretary	
of said	DELCO DE	VELOPMENT CORP	X	corporation,
and acknowled	lged that they exe	cuted the foregoing in	trument as such officers, as the deed of said	4 mind on 1 mar 1 4 mil
		VELOPMENT CORP.	corporation	
			•	
·.		2 2/2	- Rolary	Public State of New
•	<u>, </u>	in the	Notary Public, State of Wisconsin	
	- 7		My commission expires. Commission	on expires March 50,
This instrume	at was drafted by.	M. Peterson	on behalf of Wisconsin Natur	al Gas Company.
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1.			County 19 County or of	y u
CORP	¥.	∥. ∦	A.D., 19	
	TUL	5	WISCONSIN WISCONSIN CLELAD School	E C 15
S I	TO CONSIN NATU GAS COMPANY	₩		# 2 2 2 2 # 2 2 2 2
38	NSIN S CO	S	CLL CLLD	n to Tatur Ic, V
o.	TO FISCONSIN NATURAL GAS COMPANY	M		Return to R. D. Isin Natural Gw 100 Third Str Raciric, Wie, 53
Dog. No. SG2364	W		E 1 5 15 15 15 15 15 15 15 15 15 15 15 15	Return to R. D. II Wisconsin Natural Gas (100 Third Street Raciite, Wis. 5340
DEL			de de la	ä
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•	i i		5 5 6 6	

WISCONSIN ELECTRIC POWER COMPANY

Easement No. 69

WISCONSIN TELEPHONE COMPANY,

their successors and assigns, the right, permission and authority to construct, erect, operate, maintain and replace a ine of poles together with the necessary anchors, guy wires, brace poles, and other appliances necessary and usual in the conduct of their respective businesses, and to string, maintain and replace wires and cables thereon for the purpose of supplying light, heat, power and signals, or for such other purpose as electric current is now or may here-

after be used, and for telephone service, upon, over and across a strip of land ten (10) feet in width being a part of its premises in the Southwest one-quarter (State) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, Town of Mt. Pleasant, Racine County, Wisconsin; said easement strip to be as shown on the print attached hereto, marked Exhibit "A" and made a part hereof; said premises being more particularly described in that certain Warranty Deed recorded in the office of

the Register of Deeds for Racine County in Volume 1029 of Deeds on Pages 372 through 37h as Document No. 658672 and in that certain Executors Deed recorded in the office of the Register Deeds for Racine County in Volume 1029 of Deeds on Pages 376 and 377 as Document No. 85867L;

also to trim and keep trimmed all trees along the line upon __our_said premises so that they will clear wires and cables, strung not less than thirteen (13) feet above the presently existing ground level, by as much as 5 feet, and ? so that the trees will not be liable to interfere with the transmission of electricity or with telephone service over said wires and cables.

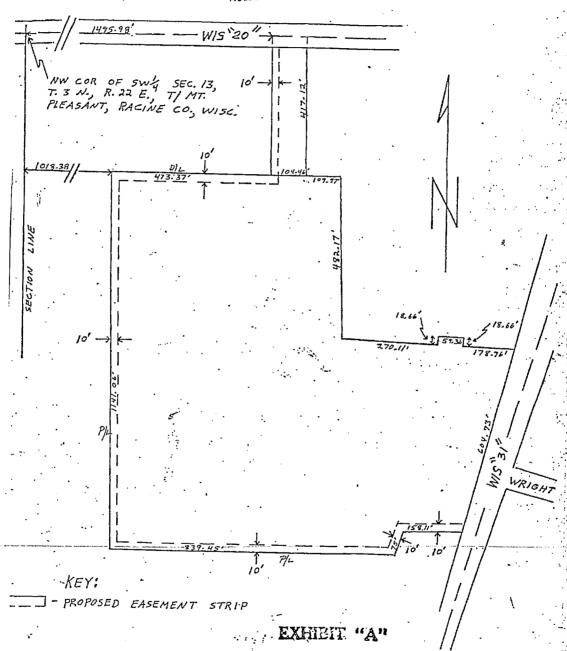
Permission is also granted said Companies to enter upon said premises for the purpose of exercising the rights herein acquired.

It is understood and agreed that the entire agreement of the parties is contained in this instrument and that in the event the undersigned seeks to secure electric service or telephone service from said line, such service will be rendered upon the completion and electrification of said line, and then only under the conditions of the Companies' rules and regulations and at the Companies' authorized rates,

IN WITNESS WHEREOF We have hereunto	set our hand s and seal s this 17
day of Miliculia, 1969	
In Presence of:	DELCO DEVELOPMENT CO. OF RACINE, a partnership
Mulio (n. Maket. Shirley E. Fravitz	Martin D. Yude (Seal) (Seal)
Harry Velland	beef & X 1921
Harriet Helfand '	Max R. Lepofsky ,partner
	A. A. Rosen / partner
STATE OF WISCONSIN-	CHE MILLIA (SEAL)
Ss. County ss.	Allen Yudeld partner
Personally came before me this	/ Y day of L Co come hay
19.69, the above named Martin D. Yudell, Max R. Le	pofsky, A. A. Rosen, and Allen Yudell
partners, doing business as DELCO DEVELOPIENT	CO. OF RACTNE, a partnership,
to me known to be the person S who executed the foregoing in	nstrument and acknowledged the same.
Register's Office Racine County, Wis. SS. SS(10): Received for Record 2(44 day of	772 . Phil
Received for Record A.C. C. C. day of	Ruth P. Kane
in Victorial M. and recorded in Volume / No.	
of Record on page 3/1-3/2	Public 51519 (County, W15.
	Holas (milled in Ning) y commission expires (13 13 13 14 15 15 16 16 16 16 16 16 16 16 16 16 16 16 16
Stanley J. Bialecki M	Hotery Public In Kings Little Qualified In Kings Little Qualified on Kings Little 20, 13 70 y commission expires 444(5), 40, 13 70 Cemnission expires 444(5), 40, 13 70
3.00 J Haylater of Deeds	Ctime.
This instrument was drafted by P. F. Wiegm	on behalf of Wisconsin Electric Power Company

ive 1042 pg 311

191,06 C



PARTIAL RELEASE OF EASEMENT WHEREAS, on the 12 day of December, 1969, DELCO DEVELOPMENT CO

RACINE, a partnership	- Greated to
WISCONSIN ELECTRIC POWER COMPANY	granted to
their successors and assigns, certain ensement ric	ond WISCONSIN TELEPHONE COMPANY, this, which easement rights are set forth in that certain
document recorded in the Office of the Register of	.f.D21
on the 26 day of January 10.70	Records Records
on the <u>26 day of January</u> , 19.70, in \as Document No. <u>864027</u> , and	Volume 1042 of Deeds on Pages 311 and 312
WHEREAS, WISCONSIN ELECTRIC POWER	COMPANY and WISCONSIN TELEPHONE COMPANY
nave been requested and are willing to release the	following rights from the force and effect of the afore-
said easement, to-wit: only those rights wh	ich affect premises in the Southwest one-
quarter (SW 1/4), Section Thirteen (13),	Township Three (3) North, Range Twenty-two
(22) East, Town of Mount Pleasant, Racin	e County, Wisconsin, in the easement areas
as shown on the print attached hereto man	rked Exhibit "A" and made a part bonnes
	and a part Hereor.
	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
and an area and an entering the	and the same of
NOW, THEREFORE, for and in consideration of	the sum of One Dollar (\$1,00), the receipt whereof is
hereby acknowledged, said WISCONSIN ELECTRIC	POWER COMPANY and WISCONISIN TELEPHONE
easement rights as set forth in the aforesoid docum	The sain of the botter (\$1.00), the receipt whereof is C POWER COMPANY and WISCONSIN TELEPHONE and on only those specific easement rights heretofore. It is expressly understood and agreed that all other ent recorded in the Office of the Register of Deeds in
and for Racine County, Wisconsin, as Docume	ent No.864027 shall remain in full force and effect.
ten 2 des en en en en	in the state of th
IN WITNESS WHEREOF FOIR WISCONSIN FILE	CTRIC POWER COVERNMENT
to be executed on its behalf by its duly authorized office	CTRIC POWER COMPANY has caused these presents error and its corporate seal hereunto affixed this 16th
. doy or, and said W	ISCONSIN TELEPHONE COMPANY 1
processis to be executed on its bendit by its duly outh	orized Agent and its corporate seal hereunto affixed
this	
in Presence of:	WISCONSIN ELECTRIC POWER COMPANY
Dilar Line Kask	By Delay les
Delores Gryczkowski	Sol Burstein Executive Vice President S
Caul Butter	By ///// 2/22/
Carol J. Breitlow	H. L. Warhanek Secretory
infect man we higher me go no in the second	-WISCONSHY TELEPHONE COMPANY
Drus C. Watturow	By Man Volk
Bruce C. Mathewson	R. J. Doering Agent
	Authorized
STATE OF WISCONSIN)	Authorized pursuant to Section 705.03(3) Wis. Stat.
MILWAUKEE COUNTY Ss	\$7700 GJ\$\$
	Total Control of the
- · · · · · · · · · · · · · · · · · · ·	16th_day ofdanuary, 19_78,S01
obve sold and a self-resident, until	H. L. Warhanek, Secretary of the
above named corporation, Wisconsin Electric Power Cor the foregoing instrument and to me known to be such ration, and acknowledged that they executed the forego- corporation, by its authority.	Bogny, known to me to be the persons who executed Sec. President and
corporation, by its authority.	All se discolor said
FIRST ST.	tis F. Koske
No.	otary: Public, Milwaukee County, Wiso
	y commission expires Jan. 10, 1982
This instrument was drafted by K. E. Claffey	on behalf of Wisconsin Electric Power Campany.
(over)	

Personally came before me this __22__ day of ____ March R. J. Doering, Engineer of Transmission and Outside Plant af the above named corporation, Wisconsin Telephone Company, known to me to be the person who executed the foregoing instrument and to me known to be such Engineer of Transmission and Outside Plant of said corporation, and acknowledged that he executed the foregoing instrument as such Agentias the deed

My commission expires .

POWER COMPANY

WISCONSIN ELECTRIC

PARTIAL RELEASE

OF EASEMENT

NW COR OF SWY SEC. 13.
T. 3 N., R. 22 E. T/ MT.
PLEASANT, RACINE CO, WISC. Register's Office
Recine County, Wis. SS. KEY: - Fasement Area to be Released - Fasement Area to be Retained

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Ry PH

DOCUMENT NO.

WARRANTY DEED

va 1029 az 372

THIS SPACE RESERVED-FOR RECORDING DATA

THIS INDENTURE, Made this

day of August, 1969 between
GERHARDT KINGSFIELD and GERALDINE
KINGSFIELD, his wife, both residing
at 7409 Whitehaven Drive, St. Louis,
Missouri 63123, as party of the first

RETURN TO

Rubin Wachtel Baum & Levin 598 Madison Avenue New York, New York 10022

part and DELCO DEVELOPMENT COMPAND OF RACINE, a partnership, having an office at 100-15 Queens Boulevard, Forest Hills, New York 11375, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TWENTY-FIVE THOUSAND (\$25,000) DOLLARS 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 does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its legal representatives, successors and assigns forever, the following described real estate situated in the County of Racine and State of Wisconsin, to-wit:

That part of the fouthwest 1/4 of Section 13, Township 3 North, Range 22 East, bounded as follows: Begin on the North line of said Southwest 1/4 at a point 1495.98 feet East of the Northwest corner thereof; run thence South parallel with the West line of said Southwest 1/4, 417.12 feet; thence East parallel with the North line of said Southwest 1/4 104.46 feet; thence North parallel with the West line of said Southwest 1/4; 417.12 feet to the North line of said Southwest 1/4, thence West 104.46 feet to the place of beginning. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin, EXCEPTING THE NORTHERLY 55.06 FEBT THEREOF. Being the same premises conveyed to the party of the first part by deed dated June 4, 1953, executed by Robert Ramig and Margaret Ramig, his wife, recorded in Volume 546 at Page 31. KETURN TO:

Return to:

Robert A. Levitas Rubin Wachtel Boum & Levin 598 Madison Ave. 10th F1. New York, New York 10022

consisting of Allen and Augustin yudell, A.A., Rosen and Mary R., Lepotaty, Co-partners

Sept 5, 196°C

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

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

AND THE SAID party of the first part, and their respect ive heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part; its successors and assigns that at the time of the ensealing and delivery of these presents 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, and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its legal. representatives, 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 party of the first part has hereunto set their hands and seals this this 29 + k day of August, 1969.

SIGNED AND SEALED IN

-2-

STATE OF MISSOURI) VE 1029 PAGE 374

Personally came before me, this 29th day of August, 1969, the above named GERHARDT KINGSFIELD and GERALDINE KINGSFIELD to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public John F. Tulloc Commissioned in and for the County of St. Louis which adding the City of St. Louis My Commission Expires:

My Commission Expires March 13, 1970 Notary Seal

This instrument drafted by:

Jack G. Friedman Rubin, Wachtel, Baum & Levin 598 Madison Avenue New York, New York 10022

858672

Register's Office
Received for Record 5th Bay of
Received for Record A.D., 1962 et 3:55

O'ckock F. M. and recorded in Volume 1029
of Perado on page 372-374

Stanley F. Bialcki. 400

v= 1029 #46376

This Indenture, Made this 5th day of September, 1969, by and between Eliot E. Lewis, executor of the last will and testament of Edward E. Lewis, a/k/a Edwin E. Lewis and E. E. Lewis, late of Racine County, deceased, party of the first part, and Delco Development Co. of Racine, a partnership consisting of Martin Yudell, Allen Yudell, A. A. Rosen and Max R. Lepofsky, general co-partners, having an office at 100-15 Queens Boulevard, Forest Hills, New York 11875, party of the second part, witnesseth:

Whereas, the said Edward E. Lewis died testate on the 2nd day of July, 1968, seized and possessed of the real estate hereinafter described; and whereas, the last will and testament of said Edward E. Lewis was duly proved, allowed and admitted to probate in the County Court of Racine County, State of Wisconsin, on the 8th day of October, 1968; and whereas, the said Eliot E. Lewis, of Racine, Wisconsin, was by said last will and testament of said Edward E. Lewis, appointed as executor of said will, and duly qualified as such executor, and letters testamentary were issued to him; and whereas, by said will the said executor was given absolute right, power and discretion to sell property for cash or on credit.

How, Therefore, by virtue of the power and authority so given by said will, and for and in consideration of the sum of One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00) cash and a purchase money mortgage for One Hundred Fifty-Five Thousand and 00/100 Dollars (\$155,000.00), to me in hand paid as such executor by the said Delco Development Co. of Racine, party of the second part, I, the said Eliot E. Lewis, as such executor, do hereby give, grant, bargain, sell and convey unto the said Delco Development Co. of Racine, the following described real estate, situated in the Torm of Mt. Pleasant, County of Racine, State of Wisconsin, to wit:

That part of the Southwest & of Section 13, Township 3 Morth, Range 22 East, in the Town of Mt. Pleasant,. Racine County, Wisconsin, bounded as follows: Commance at the Northwest corner of said Southwest 2: run thence SO1050'09"E 417.12 feet on the West line of said Southwest to thence S89010'36"E 1018.38 feet parallel with the North line of said Southwest to the point of beginning of this description; run thence SOP 50'09"E 1141.06 feet parallel with the West line of said Southwest &; thence 589003'18" E 839.45 feet parallel with the South line of said Southwest w to a point located HS9908'18"H 209.73 feet from the centerline of S.T.H. #31; thence 1115015'09"E 75.00 feet parallel with the senterline of said Highway #31: thence 58908'18"E 158-11 feet parallel with the South line of said Southwest & to a point on the Westerly line of the right-of-way of said !!!gh:way #31; thence !!15015'09"E 604.93 feet on said Westerly line of right-of-way; thence 189907'48"W 173.96 feel; thence 100059'39" 18.66 feet; thence 1899'07'43" 59.26 feel; thence S01059'39"E 18.66 feet; thence 1899'07'43" 59.26 feel; thence S01059'39"E 18.66 feet; thence 1899'07'53" 270.11 feel; thence 1801059'39" 482.17 family thence M890101360M 667.80 feet parallel with the North line of said Southwest & to the point of beginning of this description.

RETURN TO: Robert A. Levitas Rubin Wachtel Baum & Levin 598 Madison Ave. 10th FL New York, New York 10022

Subject to, and together with:

- 1. Agreement recorded February 21, 1968 in Volume 975 of Records at page 103, Document #835112
- 2. Restrictions, covenents, and conditions in Declaration of Restriction Covenant recorded in Volume 1026 of Records at page 19, Document #857165 on August 4, 1969
- 3. Agreement recorded February 21, 1963 in Volume 975 of Records at page 106 as Document #835113
- 4. Agreement in Deed recorded August 4, 1967 in Volume 953 of Records at page 253 as Document #825992

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

To Have and to Hold, to the said Delco Development Co. of Racine and to its heirs, successors and assigns forever.

In testimony whereof, I have hereunto set my hand and seal as such executor on the day and year first above written.

Register's Office

858674

Racine County, Wis.

Received for Record ... o'clock M. and recorded in Volume A.D., 1969at 3

STATE OF WISCHSIN) RACINE COUNTY

On this 5th day of September, 1969, personally came before me Blick E. Lewis, to me known to be the executor of the last will and testament of Edward E. Lewis, deceased, and the person who executed the foregoing instrument, and acknowledged that he obscuted the same as such executor.

My Commission Empir

vc. 1029 PAGE 377

VEL 1257 MGE 454 CONVEYANCE OF RIGHTS IN LAND BY PUBLIC UTILITY

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of
One and no/100
and other good and valuable consideration acknowledged hereby to be in full payment of the rights herein conveyed, and all damages, nicketing the archesic more other salkes thought of the rights herein conveyed, and all damages, nicketing the archesic more other salkes thought of the rights herein conveyed and all damages, nicketing the salkes have
MINISTER THE METERS OF THE PROPERTY OF THE PRO
<u> </u>
grantor, does hereby grant unto the State of Wisconsin, grantee, an easement, and the right to cross, traverse, or otherwise occupy with a public highway certain lands upon or over which the grantor, other than through the occupancy of a public highway or street, holds prior rights by virtue of titing easement, silocrast grant. Town Mt. Pleasant The said lands are situate within the City of Records on the map fleat by the grant with the grant of Racine County, Wisconsin, and are shown on the map fleat by the grant with the grant of Racine Racine County, Wisconsin, and are shown on the map fleat by the grant with the grant with the grant grant gravistic date of September 1, 1974, showing the plat of right of way required for Project I.D. 2390-1-21 filled by the grantee with the County Highway Committee and County Clerk of said County, as required by Section 84.09(1) Wisconsin Statutes and are described as follows, to-wit: In the Southwest one-quarter (SW 1/4) of Section Thirteen (13), Township Three (3) North, Range. Twenty-two (22) East, in the Town of Mt. Pleasant, and in the Northwest one-quarter (NW 1/4). Township Three (3) North, Range Twenty-two (22) East in the City of Racine and Town of Mt. Pleasant, all in Racine County, Wisconsin, that part of those carried as grantee and Town of Mt. Pleasant, all in Racine County, Wisconsin, that part of those carried and a carried of the flex of the Register of Deeds for Racine County (1969; November 17, 1965, June 10, 1965; November 19, 1965, July 20, 1972, September 15, 1972, July 19; 1962 and recorded in the Office of the Register of Deeds for Racine County (1972). July 19; 1969 in Vol. 1042 of Records on Pages 313 and 314 as Doc. No. 864025; on Jan. 26, 1970 in Vol. 1042 of Records on Pages 313 and 314 as Doc. No. 864027; on Jan. 26, 1970 in Vol. 1042 of Records on Pages 313 and 314 as Doc. No. 864027; on Jan. 26, 1970 in Vol. 888 of Records on Pages 41 to 46 inc. as Doc. No. 798811; on July 19, 1965 in Vol. 870 of Records on Pages 47 and 474 as Doc. No. 7988

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

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

Project_2390-1-40

Parcel No. 38

This grant shall be binding on the grantor, gra	antee, and their successors or assigns.
WITNESS the hand and seal of the grantor th	nis_17thday ofJanuary, 19.75
In Presence of	WISCONSIN ELECTRIC POWER COMPANY
In Presence of	THE DANGE OF
Swarty frementle	Sol Burstein,
Dorothy Rossmanith 1	(Title) Executive STEEL
ha they Musley	Ву
Cynthia Shurla	(Title) H. L. Warlanek; 1011 o Secretary
State of Wisconsin SS.	
	A.D. 19_75_, before me, the undersigned, person-
ally appearedSol_Rurstein	
ally appearedSUI_RUIZED	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
andH_L_Warhanek	Tid our that they are respectively Executive Vice
to me personally known, who being by me duly s	worn, did say that they are respectively Executive Vice
President and Secretary of WISC	Corporation;
a	Wisconsin of cold Corporation; that said
that the seal affixed to the foregoing instrument was signed and sealed in behalf of s	
	Warnanek
and said <u>Sol Burstein</u> severally acknowledged said instrument to be the	Tree act and deed of day
My commission expires Nov. 9, 1975	Thomas R. Hamilton Notary Public
	Waukesha County
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353398 To To To STATI3 OF WISCONSIN	n Land by Public Utility Register, of Deeds Office A.D., 192.S., at 8.33. o'clock A.M., and recorded in Vol. 125.2. Of McCarch on Page. USY, US S of McCarch on Page. USY, US S of McCarch on Page. USY, US S OR Magister of Deeds WAS DEPT TEAMS.
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T. S.	in steer, 110 of 1
1 "	1. VOI. 1257 PAGE 455
	Eval 160 (PAG 400

By This Deed, DELCO DEVELOPMENT CO. OF RACINE, a co-partnership consisting of Martin Yudell, Allen Yudell, Abraham A. Rosen, Morton polk and the Estate of Max R. Lepoisky, having an address care of Delco Development Corporation, 70 Jerico Tpk, Jerico, New York, 11753, Grantor, quit-claims to J. I. CASE COMPANY, a Delaware corporation, having its offices at 700 State Street, Racine, Wisconsin 53404, Grantee, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged; the interest hereinafter described in the following described real estate located in the Town of Mt. Pleasant, Racine County, Wisconsin:

Register's Office Redne County, Wis. Received for Record XING LILL o'clock 1. M. and recorded in Volume 340

An easement from Highway 31 to the westerly line thereof over the northerly six feet of the property described below:

That part of the Southwest & of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows:

Commence at the intersection of the centerline of S.T.H. #20 and the centerline of S.T.H. #31; run thence South 16°24'34" West 711.50 feet on the centerline of said highway 31 to the Southeast corner of lands described in Volume 780 of Deeds, on page 571, as recorded in . the Racine County Register of Deeds Office; run thence North 88°19'26" West 51.70 feet on the South line of said lands as described in Volume 780 of Deeds, page 571 to the place of beginning of this description; continue thence North 88°19'26" West 300.00 feet on said South line projected; thence South 01°11'26" East 175.00 feet; thence South 88°19'26" East 59.36 feet; thence South 01°11'26" East 18.66 feet; thence South 88°19'26" East 180.10 feet to the Westerly line of right-of-way of said highway 31; thence North 16°24'34" East 200.00 feet on said right-of-way line to the point of beginning.

Said easement to be for a water main to service the land lying to the west and north of said property.

• • • • • • • • • • • • • • • • • • • •	(/:	
Executed at New York, New York, thi	s 29 / day of SHIVEMBER, 1976.	
DELCOCHEVELOPMENT CO. OF RACINE	By My (Seal)	
Milly Vall (see)	Martin Yudel/ Fartner	
Morfon Polk, Partner (Seal)	By WWW (Seal)	
	Allen Yudell! Partner	
By M. (Seal) Estate of Max A Legofsty, Partner,	By (Seal)	
by Executor	A. A. Rosen, Partner	
STATE OF NEW YORK	By (Seal)	
) ss. County)	George/Nepofsky, Parther	

Personally came before me, this 18 day of Sefron Red. 1976 the above named Martin Yudell to me known to be the person executed the foregoing instrument and acknowledged the same.

> NOTARY) County, No. 41-4205725 Notary Public, SEAL) a Queen My Commission

STATE OF NEW YORK)	10
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County.	•	
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NEW YORK County.		
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STATE OF HEW YORK Forefield County Personally came before) ss. Naewack) ore me, this 23th day of _	Executor of the
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THIS INSTRUMENT WAS DRAFTED BY
Jon M. Schoeffel

THIS INDENTURE, made this 2nd day of December . 1976. between J. I. CASE COMPANY, a Delaware corporation, party of the first part, and TOWN OF MT. PLEASANT, Racine County, Wisconsin, a quasimunicipal corporation duly existing under and by virtue of the laws of the State of Wisconsin, party of the second part.

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good. and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, the party of the first part has this day bargained and sold and by these presents does bargain, sell, convey, transfer and deliver unto the party of the second part, its successors and assigns, a terminable easement and right-of-way, and a temporary easement during the period of construction, including the right to enter upon the real estate hereinafter described, during the term of this easement, at any time that it may see fit, and construct, maintain, use and repair underground pipe lines and mains, for the purpose of conveying sewage across, through and under the real estate hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said pipe lines and mains, and the further right to temporarily remove trees, bushes, undergrowth and other obstructions interfering with the . location, construction, use and maintenance of said underground pipe lines and mains.

The real estate affected by the grant of this terminable easement and right-of-way is located in the Town of Mt. Pleasant, County of Racine, State of Wisconsin, and is more particularly described as follows:

> Description of lands for utility easement located in the Southwest 1/2 of Section 13, Town 3 North, Range 22 East, Racine County, Wisconsin as follows:

A twenty (20) foot easement the centerline which is described as commencing at the Northwest corner of said Southwest 1 of Section 13, Town 3 North, Range 22 East, Racine County, Wisconsin; thence South 01°50'09" East, 417.12 feet on the West line of said Southwest 1; thence South 89° 10'36" East, 1,018.38 feet parallel with the North line of said Southwest 1; thence South 1° 50'09" East, 1,141.06 feet parallel with the West line of said Southwest 1; thence South 89°08'18" East, 40.00 feet parallel with the South line of Southwest & to the point of beginning of this description; thence North 1°50'09" West, 1,126 feet; thence South 89°10'36" East, 452.60 feet; thence North 01°50'09" West, 377.06 feet more or less to the South line of S.T.H. "20" and the point of ending for this description. Also the right to use adjacent lands during

The real estate affected by the grant of this temporary easement covers land adjacent to the above-described terminable easement and right-of-way as may be required during the period of construction.

the course of construction.

TO HAVE AND TO HOLD said terminable easement and right-of-way unto the party of the second part and unto its successors and assigns for a minimum, definite term of ten (10) years and continuing thereafter indefinitely until terminated in writing by party of the first part, its successors or assigns, at its sole option.

The party of the second part shall indemnify and hold party of the first part harmless from any and all claims, actions, causes of action, liabilities and expenses for personal injury or property damage, arising or connected with the construction, maintenance and use of such sanitary sewer line.

Party of the first part for itselves and for its successors and assigns, does hereby covenant with the party of the second part, its successors and assigns, that it is lawfully seized and possessed of the real estate above-described and that it has good and lawful right to convey it or any part thereof and that it is free from any encumbrances, except recorded easements for utilities, and municipal and zoning ordinances, and existing sanitary and storm sewer lines.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed by its duly authorized officers, and its seal affixed hereto, on the day and year above written.

STATE OF WISCONSIN)		By: David S. Bigelow, Sr. V. P. Attest: David B. Falstad, Asst Secy
STATE OF WISCONSIN)	SS	
COUNTY OF RACINE)	;	

On this the 2nd day of December , 1976, before me,

Jon M. Schoeffel , the undersigned officer, personally appeared

David S. Bigelow and David B. Falstad , known to me
to be a Senior Vice President and an Assistant Secretary
respectively, of J. I. Case Company, a corporation, and acknowledged that
they, as such Senior Vice President and Assistant Secretary
being authorized so to do, executed the foregoing instrument for the
purposes therein contained, by signing the name of the corporation by
themselves as such officers.

In witness whereof, I hereunto set my hand and official seal.

This instrument drafted by Attorney Jon M. Schoeffel

Notary Public Jon W. Schoeffel Racine County, Wisconsin My Commission: Is permanent.

3.00

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FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) toit.... paid, the receipt whereof is hereby acknowledged, J. I. CASE COMPANY, owner........ and grantor......, do.es.. hereby convey unto

WISCONSIN ELECTRIC POWER COMPANY

WISCONSIN TELEPHONE COMPANY

grantees, their successors and assigns, the right, permission and authority to construct, install, operate, repair, maintain and replace a line of poles, together with the necessary crossarms, transformers, anchors, guy wires, brace poles and other appliances necessary and usual in the conduct of their respective businesses, and to string, operate, maintain and replace wires and cobles thereon, and to construct, install, operate, maintain and replace conduit and cobles underground, together with riser equipment, pedestals, terminals, markers, manholes and other appurtenant equipment; also the right to construct, install, operate, maintain markers, manholes and other appurtenant equipment (s), XNN) electric pad-mounted switch-fuse unit(s), and replace (ACK electric pad-mounted transformer(s), XNN) electric pad-mounted switch-fuse unit(s), together with (ACK concrete slab(s)), secondary power pedestal(s) and other necessary and usual appurtenant equipment above ground, all for the purpose of transmitting electric energy for light, heat, power and signals, equipment above ground, all for the purpose of transmitting electric energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, and for telephone service, upon, or for such other purpose as electric current is now or may hereafter be used, and for telephone service, upon,

along, over, across, within and beneath strips of land of various widths being part of

Its premises in the Southwest One-quarter (SW%) of Section Thirteen (13), Township

Pleasant, Racine County, Three (3) North, Range Twenty-two (22) East, Town of Mt. Ple RATTO GROUP, A.S. Received for Record (If necessary, continue on reverse side

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

THENCESS PRESENCE A RECOGNICAL PORTREES AND CONTROL REPORT SERVICE AND A REQUIREMENT OF CONTROL RECOGNICAL AND THE SERVICE AND CONTROL RESPONDED TO THE SERVICE SALES RACIO LOS DESPONACIONES PROCESAS ASSESSADA

The right, permission and authority is also granted said grantees, their successors and assigns; to trim and keep trimmed all trees now or hereafter existing along said lines so that they will clear wires strung not

less than 18 feet above the presently existing ground-level, by as much as five (5) feet, and so that the trees will not be liable to interfere with the transmission of electricity or with telephone service over said lines; also the right to cut down certain trees and/or brush where it is found impractical to maintain clearance by trimming, or where said trees and/or brush interfere with the installation or maintenance of undergriund facilities or represent a hozard to such facilities.

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

The grantor......, <u>its</u>....heirs, successors and assigns, further covenant.<u>s</u>... and agree.<u>s</u>... that the eigration of the existing ground surface within the eosement areas will not be altered by more than four 14 inches without the written consent of grantees.

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

This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto. √1397 · · · 133

IN WITNESS WHEREUR, AAAAAAAAAAAAAAA	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	Sr. e signed by its <u>Vice</u> President and attested to by
	•
its Asst. Secretary , and its corporate se	al to be hereunto affixed this day
of July , 19 77	VOL 1397 FAGE 134
In Presence of:	
~	(SEAL)
	(SEAL)
	(SEAL)
ASELI Kandust J.	J. I Case Company By A Defau
Robert C/ Just Jr.	By D. S. Bigelow Sa Vice President
	Jon M. Schoeffel // Asst. Sec.
STATE OF WISCONSIN) SS COUNTY)	\mathcal{L}^{*}
	of, 19, the
above named	
to me known to be the person who executed the	oregoing instrument and acknowledged the same.
· ·	
	Notary Public,
	Ay commission expires
STATE OF WISCONSIN)	
COUNTY)	10 "
Personally came before me this day o	f, 19, the
above named	
to me known to be the person who executed the	oregoing instrument and acknowledged the same.
9V 3	6- 115
	lotary Public,
	My commission expires
STATE OF WISCONSIN)	
73 Racine COUNTY)	of July , 19.77,
Personally came before me this day of	Sr. Vice President, and
-	
	, Asst. Secretary, of the
above named corporation, J. I. CASE COMP.	
known to me to be the persons who executed the foregoi	
President and Asst. Secretary of said	· · · · ·
the foregoing instrument as such officers, as the deed	of said corporation, by its authority.
APPROVED:	votel c. yust h
ks 1 7/1/22	Robert C. Just Jr.
511400-2A Ν Wt 7/1/17 420-31-5034	lotary Public, Vacco Co., Wis.
	My commission expires 4/27/38
This instrument was drafted by Robert C. Just	on behalf of Wisconsin Electric Power Company.

NW Corner Saw 13-3-42 412125 539010.38°E 1 1018.38 589°08'18" E - 1016.11 SW 14 Sec 13-3-22 T/mt. Pleasant , Racine Ca. Fasement Strip Wisconsin DRAWN BY REVISIONS WISCONSIN ELECTRIC POWER COMPANY CHECKED BY J.I. Case Company APPROVED BY-SCALE: Nene DATE 7-7-27

133477

This Agreement, made and entered into this 13th day of June 1983, by and between J. I. Case Company, a Delaware corporation with its principal offices in Racine, Wisconsin, its successors and assigns, ("CASE"), and Robert B. Leitschuh, Richard J. Mayer, Raymond E. Skupniewicz, James J. Pellizzi, and Roger D. Lacock, Trustees of Racine Medical Building Trust with its principal offices in Racine, Wisconsin, its and their heirs, administrators, successors, and assigns (collectively "RMBT").

WITNESSETH:

WHEREAS, CASE is the owner of a parcel of real estate ("PARCEL A") more particularly described in Schedule 1 attached hereto and incorporated herein by reference, said PARCEL A having an improved roadway thereon connecting Wisconsin State Highway 20 (a/k/a Washington Avenue) to the real estate and facilities of CASE immediately south and adjacent to PARCEL A; and

WHEREAS, RMBT is the owner of certain contiguous parcels of real estate (collectively "PARCEL B") more particularly described in Schedule 2 attached hereto and incorporated herein by reference, said PARCEL B being, in part, immediately east and adjacent to PARCEL A; and

WHEREAS, RMBT desires to construct and connect a roadway from PARCEL B to the existing roadway on PARCEL A in order to facilitate vehicular access between PARCEL B and Wisconsin State Highway 20 for the patients, visitors, and employees of the medical clinic and other facilities permitted under Paragraph 3, below, and located on PARCEL B;

NOW, THEREFORE, it is hereby agreed as follows:

CASE hereby grants, sells, and conveys unto RMBT an easement in, to, upon, and over all that portion of a concrete and asphalt roadway situated in PARCEL A, constituting a means of access between Wisconsin State Highway 20 (a/k/a Washington Avenue) and the medical clinic and other facilities permitted under Paragraph 3, below, and all related parking areas and roadways located on PARCEL B, it being distinctly agreed and understood, however, that the easement thus granted is not an exclusive easement but is subject to the equal right on the part of CASE, and anyone else permitted by CASE, of ingress and egress over and upon the roadway on PARCEL A to and from its real estate and facilities immediately south and adjacent to PARCEL A, which right is hereby expressly reserved.

1983, 1983

160-16C

Return : CCKK

- 2. CASE hereby also grants, sells, and conveys unto RMBT an easement in, to, upon, and over that portion of PARCEL A described in Exhibit A attached hereto and incorporated herein by reference, to construct a roadway from PARCEL B and connect said roadway to the existing roadway on PARCEL A, said roadway from PARCEL B to be used for the same purposes as described in paragraph 1, above.
- 3. The foregoing easements shall continue in effect only so long as PARCEL B and the improvements located thereon are used exclusively for a medical clinic and for other related health care activities, services and activities supportive thereof, and any other activity specifically approved in writing by CASE. Upon the cessation of use as a medical clinic and/or the commencement of any use not permitted by this Paragraph 3 on all or any portion of PARCEL B, such easements shall become void, unenforceable, and terminated upon sixty (60) days prior written notice from CASE to RMBT.
- Reference is made to a certain agreement dated June 13 4. 1983, between CASE and RMBT wherein certain operational and physical requirements, rights, and obligations are set out between CASE and RMBT. Such requirements, rights, and obligations are incorporated herein and made an integral part of this easement agreement.

IN WITNESS WHEREOF, CASE and RMBT have caused this agreement to be executed by their duly authorized officers and trustees, respectively, on the date first above written.

J. I. CASE COMPANY

RACINE MEDICAL BUILDING TRUST

Vice President

J. Mayer, Trustee

On this the 13th day of _______, 1983, before me a Notary Public in and for the State of Wisconsin, personally appeared Carl E. Whitman and Jon M. Schoeffel, to me personally known, who being by me duly sworn, did say that they are a Senior Vice President and an Assistant Secretary, respectively, of J. I. Case Company, that the seal affixed to "said instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors, and the said Carl E. Whitman and Jon M. Schoeffel acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

> Notary Public, Racine County, Wisconstn My Commission Expires: 4-5-87

STATE OF WISCONSIN)) ss COUNTY OF RACINE

On this the 9th day of June , 198**3**, before me, a Notary Public in and for the State of Wisconsin, personally appeared Robert B. Leitschuh, Richard J. Mayer, Raymond E. Skupniewicz, James J. Pellizzi, and Roger D. Lacock, to me personally known, who being by me duly sworn, did say that they are the Trustees of Racine Medical Building Trust, and that said instrument was signed on behalf of the said trust by its duly authorized Trustees, and the said Trustees acknowledged the execution of said instrument to be the voluntary act and deed of said trust by it voluntarily executed.

> Notary Public, Racine County, Wisconsin My Commission Expires:

Judith A. Smith

This instrument was drafted by Attorney Jon M. Schoeffel

SCHEDULE 1

That part of the Southwest one-quarter (1/4) of Section Thirteen (13), in Township Three (3) North, Range Twenty-two (22) East, Racine County, Wisconsin, bounded as follows:

Commence at the Northwest corner of said Southwest 1/4; run thence South 01°50'09" East, 55.06 feet on the West line of said Southwest 1/4; thence South 89°10'36" East 1,495.98 feet parallel with the North line of said Southwest 1/4 to the point of beginning of this description; run thence South 01°50'09" East 340.00 feet parallel with the West line of said Southwest 1/4; thence South 89°10'36" East, 104.46 feet; thence North 01°50'09" West, 340.00 feet to the South line of Highway #20; thence North 89°10'36" West along the South line of Highway #20, 104.46 feet to the point of beginning.

- PARCEL I: The North 70 feet of the following: Part of the Southwest 1/4 of Section 13, Township 3 North Range 22 East, bounded as follows, to-wit: By a line starting from a point 7 chains and 25 links West and 4 chains and 90 links South of the point where the North line of said 1/4 Section intersects, the center of the road running in a Southwesterly direction through said Quarter Section, running thence South 2 chains and 21 11 mks to the Northwest corner of the lot of land described in a deed recorded in the office of the Register of Deeds for Racine County, Wisconsin, in Volume 44 of Deeds, page 534 and 535, running thence East along the North line of the last named lot to the center of the highway above described thence Northeasterly along the center of said road 1 chain and 32 links, thence in a right line to the place of beginning. Said land being in the Town of Mt. Pleasant, County of Racine and State of Wisconsin.
- That part of the Southwest 1/4 of Section 13, Township 3 North, PARCEL 2: Range 22 East, bounded as follows: Commence at the intersection of the centerline of State Trunk Highway 20 and the centerline of State Trunk Highway 31; run thence South 16° 24' 34" West 711.50 feet on the centerline of said highway 31; thence North 88° 19' 26" West 245.30 feet to the point of beginning; continue thence North 88° 19' 26" West 106.40 feet; thence South 1° 11' 26" East 193.66 feet; thence North 88° 19' 26" West 270.11 feet; thence North 1° 11' 26" West 483.72 feet; thence West parallel to the North line of said Southwest 1/4 104.45 Feet; thence North 417.12 feet to the North line of said Southwest 1/4; thence East along the North line of said Southwest 1/4 t0 a point that is 478.5 feet West of the centerline of Green Bay Road (State Trunk Highway 31); thence South parallel to the West line of Said Section, 707.18 feet to the place of beginning. Excepting therefrom lands conveyed for highway purposes. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin.

1177477 Register's Office Racine County, Wis. ∫ Received for Record 20 day of September A.D. 1983 at 8:17 o'clock A. M. and recorded in Volume 1690 of Kecordo on page 168-172 Irelen M. Schutten

vc 1690 PAGE 172

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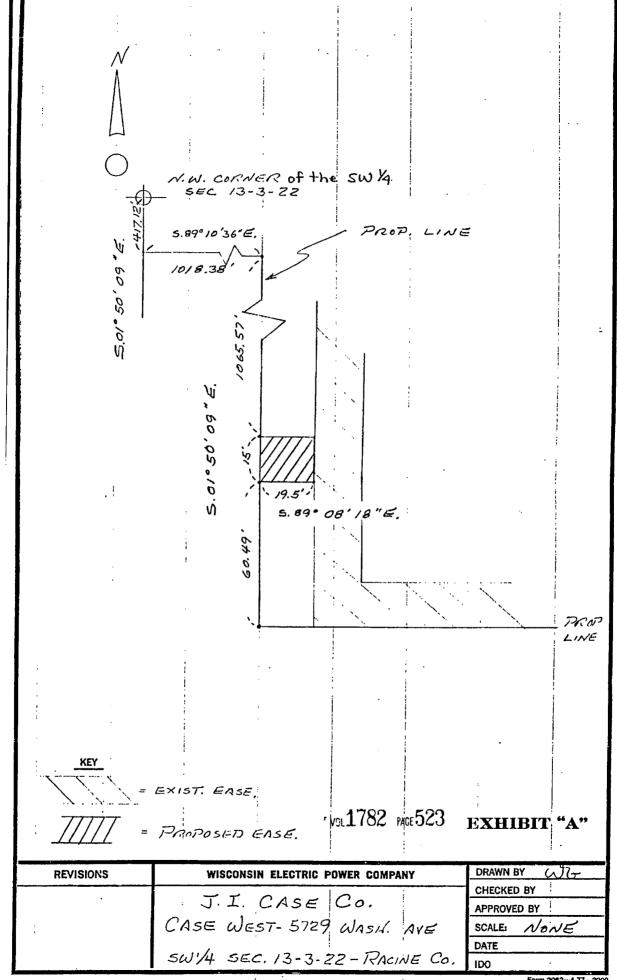
Jan. 20, 1986

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable con-
sideration to <u>it</u> paid, the receipt whereof is hereby acknowledged, <u>J.I. CASE</u>
COMPANY
, owner and grantor, do eshereby convey and warrant unto
WISCONSIN ELECTRIC POWER COMPANY
grantee, its successors and assigns, the right, permission and authority to construct, install, operate, maintain, extend, enlarge, repair, renew, relocate, add to, and remove at any time, and from time to time, electric lines consisting of conduit and cables underground, together with markers, XXXIXXXX and other appurtenant equipment deemed necessary by grantee, all for the purpose of transmitting electric energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, upon, across, within and beneath a strip of land 15 feet in width being a part of the grantor's premises in the Southwest & of Section
13, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine
County, Wisconsin; said premises being more particularly described
in that certain Warranty Deed recorded in the Office of the Register
of Deeds for Racine County, Wisconsin in Volume 1340 of Records
(NAME SAN Continue on reverse side)
The location of the easement (strip)XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
The right, permission and authority is also granted said grantee, its successors and assigns, to trim, cut down and/or remove trees and/or brush, where in the opinion of the grantee soid trees and/or brush interfere with the installation or maintenance of underground facilities or represent a hazard to such facilities.
The grantor itsheirs, successors and assigns, covenant and agree that no building or structure will be erected or constructed over and/or under or placed within the easement area
It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised for some time in the future, and that none of the rights herein granted shall be lost by non-use for any length of time.
The grantor, itsheirs, successors and assigns, further covenant and
agree that after the initial installation and construction of said underground facilities and above ground facilities associated therewith the elevation of the existing ground surface within the easement area will not be altered by more than four (4) inches without the written consent of grantee.
The grantee and its agents shall have the right to enter the premises of the undersigned for the purpose of exercising the rights herein acquired, but the grantee shall restore or cause to have restored the premises of the undersigned as nearly as is reasonably possible to the condition existing prior to any entry by the grantee or its agents. This restoration, however, does not apply to any trees or brush which may be removed at any time pursuant to the rights herein granted. Grantee shall make payment for damage, if any, to crops, fences or domesticated animals caused by its acts.
This grant of easement shall be binding upon and/or inure to the benefit of the heirs, successors and assigns of all parties hereto. Register's Office Racine County, Wis. Received for Record
Helen M. Schuttens Rogister of Document

51-008-03-22-13-140-000

on Pages 316-320, as Document No. 985424.

1 VOL 1782 PAGE 522



Form 2082-4-77---2000

1100-Z1-10/82 Individual and Corporate

	XXXXXXXXXX the said J.I. CASE	
has caused these presents to be sig	gned by its	Preside
day of October , 19 85 .	, and its corporate seal to be hereunto affi	xed this 3rd
day of October 1985.		
In Presence Of:		
		(SEA
	J.I. CASE COMPANY	
	By It France	
	J. K. Green	Presiden
	ATTEST:	00
	By Sw W. Shark	ner_
STATE OF WISCONSIN)	Jon M. Schoeffel	
COUNTY) : 55		
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	Notary Public,	
	My commission expires	
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COUNTY)		
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DOCUMENT #

1674571 (1674571)

CONVEYANCE OF RIGHTS IN LAND

CONVEYANCE OF RIGHTS IN LAND, made by WISCONSIN ELECTRIC POWER COMPANY, grantor, hereby grants to the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION grantee, for the sum of \$1.00 (one dollar), and other good and valuable consideration, acknowledged hereby to be payment in full for the easement and rights herein conveyed, and for all damages, including the relocation or other alteration of certain transmission lines and supporting structures and the right to cross, traverse, or otherwise occupy with a public highway certain lands in, on, or over which the grantor holds prior rights by virtue of title, easement, license, or other legal device. The said lands are situated in the Town of Mt. Pleasant, Racine County, Wisconsin, and are shown on the map marked Plat of Right-of-Way required for Project I.D. 2440-01-20, filed by the grantee with the County Clerk and the County Highway Committee of the said County as required by Section 84.09(1), Wisconsin Statutes. Said map marked Plat of Right-of-Way bears a date of November 24, 1997.

Legal Description: Located in the Northwest ¼ and Southwest ¼ of Section 13, the Northeast ¼, the Northwest ¼, Southwest ¼ and Southeast ¼ of Section 14, all in Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin, that part of the following easements recorded in the Register of Deeds for Racine County;

REGISTER'S OFFICE RACINE COUNTY, WI

RECORDED_

99 MAR 15 AM 11: 12

MARK A. LADD REGISTER OF DEEDS 0 361

9

RETURN TO:
WISCONSIN DEPARTMENT OF
TRANSPORTATION

P O BOX 798 WAUKESHA, WI 53187-0798

(Parcel Identification Number)

Dated April 15, 1994, recorded April 26, 1994 in Volume 2366, Page 497, as Document No. 1463852; Tax ID Number 51-008-03-22-14-052-110

Dated May 21, 1987, recorded June 12, 1987 in Volume 1870, Page 4, as Document No. 1232222; Tax ID Number 51-008-03-22-14-051-020

Dated April 5, 1989, recorded May 12, 1989 in Volume 1962, Page 46, as Document No. 1282781; Tax ID Number 51-008-03-22-14-052-020

Dated June 26, 1984, recorded September 12, 1984 in Volume 1727, Page 523, as Document 1154993; Tax ID Number 51-008-03-22-14-051-002

Dated October 22, 1923, recorded December 10, 1923 in Volume 199, Page 256, as Document 297106; Tax ID Number 51-008-03-22-14-052-110

Dated October 22, 1923, recorded December 10, 1923 in Volume 199, Page 254, as Document 297103; Tax ID Number

Dated June 10, 1924, recorded June 24, 1924 in Volume 199, Page 638, as Document 301872; Tax ID Number 51-008-03-22-14-049-110

Dated August 24, 1981, recorded September 21, 1981 in Volume 1634, Page 29, as Document 1096949: Tax ID Number 51-008-03-22-14-049-110

Dated May 9, 1989, recorded June 5, 1989 in Volume 1965, Page 88, as Document 1284402; Tax ID Number 51-008-03-22-14-049-110

Dated November 2, 1983, recorded December 1, 1983 in Volume 1697, Page 701, as Document 1137918;

Tax ID Number 51-008-03-22-14-049-006

Dated April 13, 1978, recorded June 1, 1978 in Volume 1447, Page 23, as Document 1028727; Tax ID Number 51-008-03-22-14-048-000 VOL PAGE 2890 365

Dated October 25, 1973, recorded January 11, 1974 in Volume 1209, Page 519, as Document 933496; Tax ID Number 51-008-03-22-14-313-000

Dated November 12, 1984, recorded January 22, 1985 in Volume 1740, Page 531, as Document 1162468; Tax ID Number 51-008-03-22-14-093-000

Dated August 4, 1976, recorded August 16, 1976 in Volume 1332, Page 477, as Document 982434; Tax ID Number

and the state of the

Dated December 14, 1969, recorded January 26, 1970 in Volume 1042, Page 311, as Document 864027, Tax ID Number 51-008-03-22-13-140-000

Dated July 13, 1977, recorded August 23, 1977 in Volume 1397, Page 133, as Document 1008632; Tax ID Number 51-008-03-22-13-140-000

Dated March 28, 1963, recorded April 26, 1963 in Volume 777, Page 200, as Document 750870; Tax ID Number 51-008-03-22-13-135-010 51-008-03-22-13-135-020

Dated April 17, 1972, recorded May 17, 1972 in Volume 1133, Page 206, as Document 901133; Tax ID Number 51-008-03-22-13-135-010 51-008-03-22-13-135-020

Dated May 30, 1984, recorded November 12, 1984 in Volume 1733, Page 688, as Document 1158592; Tax ID Number 51-008-03-22-13-112-000

Dated January 24, 1963, recorded February 4, 1963 in Volume 769, Page 239, as Document 747411.

Tax ID Number 51-008-03-22-13-114-000

All lying within the right of way acquired or to be acquired for STH 20 under Project I.D. 2440-01-20, Parcel 91.

Project ID 2440-01-41
Parcel 91 (Electric Operations)

VOL PAGE 2890 366

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

The grantor reserves to itself the right to cross, traverse, or otherwise occupy these lands with the present and future overhead or underground transmission lines and appurtenant facilities and supporting structures in a manner consistent with the purposes of this grant, and in a manner which will not interfere with normal highway maintenance and operation, provided, however, that the costs of any relocation or alteration of the said transmission lines, appurtenant facilities, or supporting structures when required by the grantee for any reason, including accommodating expanded or additional highway facilities on or across said lands, will be paid by the grantee, and provided further 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 grant shall be binding on the grantor, grantee, and their successors or assigns.

WISCONSIN ELECTRIC POWER COMPANY

Michael James /

Manager of Property Management

STATE OF WISCONSIN)

SS

MILWAUKEE COUNTY)

Personally came before me this 1.5 day of OCTOBER, 1998, Michael James, Manager of Property Management for WISCONSIN ELECTRIC POWER COMPANY, known to me to be the person who executed the foregoing instrument and to me known to be such Manager of Property Management of said corporation, and acknowledged that he executed the foregoing instrument in such capacity.

Ernest Kretschmann

Notary Public State of Wisconsin My commission expires 6/25/2000

WE File No. 980141

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This instrument was drafted by Tim Eckblad on behalf of Wisconsin Electric Power Company.

DOCUMENT

1677392

Document No.

CONVEYANCE OF RIGHTS IN LAND

Wisconsin Department of Transportation E0660 796 a.84.09(1)Wis, Stats.

Mt.	Pleasant	Sewer	Dist #	Parcel 95

GRANTOR, for and in consideration of the sum of One and no 00/100 Dollars (\$1.00) and other good and valuable considerations

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 State of Wisconsin, Department of Transportation, 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 manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration 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.

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

Other persons having an interest of record in the property: NONE

REGISTER'S OFFICE RACINE COUNTY, WI

RECORDED.

99 APR - 1 AM 9: 25

MARK A.LADD REGISTER OF DEEDS 2897

PAGE

(g.)

This space reserved for recording data

Return to:

Wisconsin Department of Transportation P O Box 798 Waukesha WI 53187-0798

)))))))))))))))

Parcel Identification Number/Tax Key Number

Legal Description In the North 1/2 of the Southwest 1/4, in the South 1/2 of the Northeast 1/4, in the North 1/2 of the Southeast 1/4 Section 14, in the South 1/2 of the Northwest 1/4, in the North 1/2 of the Southwest 1/4 Section 13 all in Township 3 North, Range 22 East in the Town of Mt. Pleasant, Racine County, Wisconsin. Lying within the right-of-way acquired or to be acquired for the reconstruction of STH 20 as shown on the right-of-way plat for Project I.D. 2440-01-20 showing an approved date of 11/24/97 and containing so much of those certain easements recorded in the office of the Register of Deeds for Racine county in:

See back of this document

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

Acknowledgement

Town of Mt. Pleasant

(GRANTOR Name)

Clerk/Treasurer

(Title)

(Signature)

(Print Name)

(Signature)

(Title)

State of Wisconsin

County)

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

of E. Keely

(Signature, Notary Public, State of Wisconsin)

Robert F. Pucely

(Print of Type Name, Notery Public, State of Wisconsin)

My Commission expires:

March 11,2001

Project ID 2440-01-76	(Print Name) This instrumer	nt was drafted by <u>UPH</u>	(Date Commission Expires) #95		1
VOLUME	PAGE	DOCUMENT	TAX KEY NUMBER		
2105	605	1004440	F1 000 00 00 14 0F0 000	i∨ ~~	S
2195	635	1394448	51-008-03-22-14-058-000	89	유
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2022	888	1314962	51-008-03-22-13-155-000		

As lie within the right-of-way acquired or to be acquired for the reconstruction of STH 20 as described above.

DOCUMENT # 1704486

REGISTER'S OFFICE

(Date Commission Expires)

Document No. **CONVEYANCE OF RIGHTS IN LAND**

(Print Name)

Project ID 2440-01-44

ED660 796 5.84.09(1)Wis. Stats.

RACINE COUNTY, WI Wisconsin Denartment of Transportation RECORDED____ City of Racina 1999 OCT 12 AM 9: 06 GRANTOR, for and in consideration of the sum of One and no 00/100 Dollars (\$1.00) and other good and valuable considerations grants and conveys any and all rights and interest which, by virtue of prior title, easement, MARK A.LADD REGISTER OF DEEDS license, or other legal devices, GRANTOR holds in the land described below to the State of Wisconsin, Department of Transportation, 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 manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration 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; This space reserved for recording data 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. Return to: This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors Wisconsin Department of Transportation P O Box 798 and assigns. Waukesha WI 53187-0798 Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32,05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall Parcel Identification Number/Tax Key Number be treated as the date of taking and the date of evaluation. Other persons having an interest of record in the property: NONE Legal Description In the Northeast 1/4 of the Southwest 1/4, in the Northeast 1/4, in the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of the Nor 1/4, in the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 Section 14. In the Southwest 1/4 of the Northwest 1/4, in the Northwest 1/4 of the Southwest 1/4, in the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 Section 13 all in Township 3 North, Range 22 East in the Town of Mt. Pleasant, Racine County Wisconsin. Lying within the right-of-way acquired or to be acquired for the reconstruction of STH 20 as shown on the right-of-way plat for Project ID 2440-01-20, showing an approved date of 11/24/97, and containing so much of those certain easements recorded in the office of the Register of Deeds for Racine county in: See back of this document The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, or members, if authorized by law) of GRANTOR corporation or cooperative. Acknowledgment Racine Water & Wastewater Utilities 7/2/99 (Date) State of Wisconsin General Manager Water/Wastewater Utilities Racine County (Title) On the above date, this instrument was acknowledged before me by the named person(s) or officers. Thomas H. White (Print Name) (Signature) (Signature, Notary Public, State of Wisconsin) Diane I. Schacht (Title) (Print or Type Name, Notary Public, State of Wisconsin) 1/23/00

This instrument was drafted by Wisconsin Department of Transportation Parcel

Volume	Page	Document #	Tax Id #	
1593	294	1004050	E1 000 00 00 14 00	2 000
1668		1084058	51-008-03-22-14-09	
	166	1119755	51-008-03-22-14-05	
1777	669	1182967	51-008-02-22-14-05	
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2265	886	1423164	51-008-03-22-14-10	
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			51-008-03-22-13-120	
			51-008-03-22-13-119	5-UUU

As lie within the right-of-way acquired or to be acquired for the reconstruction of STH 20 as described above.

Construction, Access, Utility and Sign Easement Agreement

Document Number

Document Title

Document #: 2341325

Date: 01-15-2013 Time: 04:32:00 PM Pages: 24 Fee: \$30.00 County: RACINE State: WI

Requesting Party: Wisconsin Title, Closing and Credit Services

Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS

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

Drafted by and Return to:

Dana Kreis Glencer, Esq Dawda, Mann, Mulcahy & Sadler, PLC Bloomfield Hills, MI 48304-5103

See attached exhibits

Parcel Identification Number

CONSTRUCTION, ACCESS, UTILITY AND SIGN EASEMENT AGREEMENT

THIS CONSTRUCTION, ACCESS, UTILITY AND SIGN EASEMENT AGREEMENT (this "Agreement") is made as of this <u>15</u> day of January, 2013, by and between CNH AMERICA LLC, a Delaware limited liability company, having a mailing address of 5729 West Washington Avenue, Racine, WI 53406-4017 (collectively, "CNH") and WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust ("Grantee"), having a mailing address of 2001 Southeast 10th Street, Bentonville, AR 72716-0550.

RECITALS

WHEREAS, CNH is the owner of a certain parcel of land located in the Village of Mt. Pleasant (the "Village"), Wisconsin, as described on <u>Exhibit A</u> attached hereto and made a part hereof (the "CNH Parcel");

WHEREAS, Grantee is the owner of a certain parcel of land adjacent to the CNH Parcel located in the Village, as described on **Exhibit B** attached hereto and made a part hereof (the "**Grantee Parcel**");

WHEREAS, (i) Grantee has agreed to perform certain work on the CNH Parcel pursuant to certain plans previously approved by CNH, such work to include the construction and installation of a new private road and related appurtenances (the "Private Road") to and from both the CNH Parcel and the Grantee Parcel and State Trunk Highway 20 ("STH 20"), as such Private Road is depicted on the site plan attached hereto as Exhibit C (the "Site Plan") including the installation of lighting facilities to illuminate the Private Road, the installation of a certain water line under and upon the CNH Parcel (the "Grantee Utilities") and the installation of a traffic signal located in the right of way at the intersection of Wright Avenue and State Highway 31 (the work to set forth in this clause (i) shall hereinafter be referred to as the "Work"), (ii) CNH has, among other things, agreed to grant a temporary construction easement, a permanent nonexclusive vehicular and pedestrian ingress and egress easement over a portion of the Private Road and utility easements benefitting the Grantee Parcel over those portions of the CNH Parcel as more particularly described herein; and (iii) Grantee has agreed to grant to CNH a perpetual nonexclusive easement to access a monument sign structure located on the Grantee Parcel (the "Monument Sign") in the location depicted on the Site Plan and install and maintain a sign panel thereon;

WHEREAS, in order to perform the Work and have the benefit of all of the easements granted herein, it will be necessary for Grantee to enter upon the CNH Parcel and CNH wishes to grant, and Grantee wishes to receive (a) an exclusive easement in, over and across the CNH Parcel for the purpose of performing the Work and all activities reasonably necessary to accomplish the Work, as Grantee deems reasonably necessary in connection with the same and (b) nonexclusive perpetual easements for access, maintenance, repair and replacement for a certain portion of the Private Road, lighting facilities and the utility easements as more particularly specified herein;

WHEREAS, Grantee wishes to grant, and CNH wishes to receive an easement to access and use the Monument Sign on the Grantee Parcel as more particularly set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, CNH and Grantee (each a "Party", collectively the "Parties") hereby grant, covenant and agree as follows:

1. Grant of Temporary Easement.

- easement for ingress and egress by persons (including Grantee's contractors, agents, employees and licensees), materials, machinery and equipment, in, on and under those portions of the CNH Parcel for the purposes of grading, land alteration, land balancing, moving dirt, paving, landscaping, installation of traffic signal, the installation of the Private Road and lighting facilities for the same, removal/abandonment of an existing storm sewer line and the installation of the Grantee Utilities on the CNH Parcel and other related construction activities, in the areas more particularly depicted and described in attached the **Exhibit D** (such easement referred to herein as the "Temporary Easement"), depicted in **Exhibit D** as the "Temporary Easement Area", in accordance with the terms and conditions set forth in this Agreement. The Temporary Easement and all of Grantee's rights, privileges and benefits granted under this Paragraph 1(a) shall automatically terminate without any further action of the parties hereto upon the earlier of the following to occur: (i) Grantee's completion of all of the Work hereunder and approval and acceptance of the same by the Village and the Wisconsin Department of Transportation ("WISDot"), as applicable and (ii) two (2) years after the Effective Date.
- (b) The Work shall be performed in accordance with all applicable laws, statutes, codes, ordinances and governmental rules and regulations, including, without limitation, the WISDot and Village specifications. Grantee covenants and agrees to conduct such Work so as to minimize disruption of CNH's use and enjoyment of the CNH Parcel, including but not limited to, access and ingress, and in no event shall the access and ingress points to Highway 20 and Highway 31 be concurrently closed, blocked or impeded. If Grantee shall damage any portion of the CNH Parcel due to its entry onto the CNH Parcel pursuant to the Temporary Easement, Grantee shall be responsible, at its sole cost and expense, for repairing such damage to the CNH Parcel and for all incidental costs incurred by CNH as a result of such damage. In the event any mechanic's or other lien is filed against the CNH Parcel on account of the Work, Grantee shall cause the same to be discharged and released of record or shall provide surety over such lien reasonably satisfactory to CNH.
- (c) Additionally, in connection with the Work, Grantee agrees to remove and dispose of an existing chain link fence (and in which a small portion of said fence currently encroaches from the CNH Parcel onto the west corner of the Grantee Parcel, as such portion of the fence was inadvertently placed on the Grantee Parcel and CNH agrees that it has no right, title and/or interest in and to any portion of the Grantee Parcel), the location of such existing fence being depicted on **Exhibit D-1** attached hereto and made a part hereof. Additionally and as part of the Work, Grantee further agrees to install on the CNH Parcel (in the area noted on **Exhibit D-1**) an aluminum decorative fence (or such other type of fence as may be agreed to in writing between CNH and Grantee) which is at least three (3) ft. tall.

2. <u>Grant of Perpetual Easements.</u>

(a) Access Easement for Private Road and Related Appurtenances.

- (i) CNH hereby grants and conveys to Grantee, its contractors, agents, employees, tenants, subtenants, licensees, invitees and customers, for the benefit of the Grantee Parcel, a perpetual, nonexclusive easement and right to install, use, maintain, repair and replace (A) that portion of the Private Road, as said easement is more particularly depicted and described in **Exhibit E** attached hereto (the "**Private Road Easement Area**") for the purpose of vehicular and pedestrian ingress and egress to and from the Grantee Parcel and STH 20 and (B) lighting facilities, poles and electrical appurtenances within the Private Road Easement Area in order to illuminate the Private Road.
- (ii) CNH and Grantee agree that once the pavement and the other improvements have been installed within the Private Road, including but not limited to the lighting facilities and the Grantee Utilities, as hereinafter defined (collectively the "Improvements"), CNH and Grantee shall not park, load or unload vehicles or store items on or along the Private Road Easement Area, or allow any construction traffic to block the Private Road Easement Area, or otherwise interfere with each owner's use of, or free flow of traffic on, the Private Road. The perpetual, nonexclusive easements granted in this Section 1(a) are for the benefit of the owners of the CNH Parcel and the Grantee Parcel and such owners may grant the benefit of such easement to their tenants and other occupants for the duration of such occupancy, and to the employees, agents, licensees, sublessees, and invitees thereof; but this easement is not intended nor shall it be construed as creating any rights in or for the benefit of the general public. CNH and Grantee may agree to modify the Private Road Easement Area and/or the improvements thereon, provided that access to the CNH Parcel and the Grantee Parcel are not unreasonably hindered or prohibited as a result of the modification.
- (b) <u>Utility Easement</u>. CNH hereby grants and conveys to Grantee, its contractors, agents, employees, tenants, subtenants, licensees and invitees, for the benefit of the Grantee Parcel, a perpetual, nonexclusive easement and right to install, use, operate, maintain, repair and replace an underground water line and related appurtenances in, under and upon the CNH Parcel in the area shown on the Site Plan as "New Water Line", which New Water Line is the Grantee Utilities (which easement area is hereinafter referred to as the "Utility Easement Area" and are more particularly described in <u>Exhibit F</u> attached hereto and made a part hereof). This perpetual, nonexclusive easement is for the benefit of the Grantee Parcel and the owner of the Grantee Parcel, and such owner may grant the benefit of such easement to their tenants and other occupants for the duration of such occupancy, and to the employees, agents, licensees, tenants, subtenants and invitees thereof; but this easement is not intended nor shall it be construed as creating any rights in or for the benefit of the general public or any other adjacent property owner.
- CNH, its contractors, agents, employees and invitees, for the benefit of the CNH Parcel, a perpetual, nonexclusive easement over and across that certain area of the Grantee Parcel as more particularly described in **Exhibit G** attached hereto (the "**Monument Sign Easement Area**"), to access the Monument Sign, which Monument Sign is depicted on **Exhibit G** attached hereto. Such easement shall include the right to install, maintain, repair and replace a sign panel in the bottom position on the Monument Sign and shall include only that portion of available sign panel area attributable to CNH as currently shown on **Exhibit G**. This perpetual, nonexclusive easement is for the benefit of the CNH Parcel and the owner of the CNH Parcel, and such owner may grant the benefit of such easement to its tenants and other occupants for the duration of such occupancy, and to the employees, agents, licensees, sublessees, and invitees thereof; however

only one sign panel shall be permitted to benefit the CNH Parcel in that said sign panel shall not be permitted to be split into multiple smaller sign panels. This easement is not intended nor shall it be construed as creating any rights in or for the benefit of the general public or any other adjacent property owner. After the Monument Sign has been constructed by Grantee and the initial CNH sign panel has been installed therein by Grantee, any future replacement of the CNH sign panel on the Monument Sign shall be the sole and exclusive responsibility of CNH, at its sole cost and expense.

4. Maintenance.

- (a) Private Road. Upon completion of the Improvements, Grantee shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of the Private Road Easement Area, including but not limited to, repaving, patching, resealing, keeping the same free of dirt and debris and snow and ice removal and maintenance of the lighting facilities located within the Private Road Easement Area. In the event that Grantee fails to maintain and/or repair the Private Road Easement Area following thirty (30) days written notice of said failure sent by CNH to Grantee, CNH may undertake the necessary maintenance and/or repair and receive reimbursement from Grantee for the actual third party costs incurred by CNH for said necessary maintenance and/or repair, which reimbursement shall be made by Grantee no later than thirty (30) days after an invoice for the same (along with paid receipts for said third party costs incurred by CNH) have been forwarded by CNH to Grantee.
- (b) <u>Grantee Utilities</u>. Upon completion of the Improvements, Grantee shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of the Grantee Utilities located within the Utility Easement Area and agrees to maintain said Grantee Utilities in good working condition, order and repair and in accordance with all applicable laws and regulations. CNH shall have the right to use and fully enjoy the Utility Easement Area subject to the rights hereby granted, but CNH agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings, landscaping and/or other permanent structures and/or improvements in, upon and/or over the Utility Easement Area and/or within the area where the lighting facilities will be located within the Private Road Easement Area, however paving shall be expressly permitted.
- (c) <u>Monument Sign</u>. After Grantee's construction and installation of the Monument Sign, Grantee shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of the Monument Sign within the Monument Sign Easement Area and agrees to maintain said Monument Sign in good working condition, order and repair, including keeping the same illuminated. After Grantee's initial installation of the CNH sign panel on the Monument Sign, CNH shall be responsible, at its sole cost and expense, for maintaining its respective sign panel located on the Monument Sign and shall keep the same in good condition, order and repair. CNH shall ensure that its sign panel located on the Monument Sign is in compliance with all municipal and Village laws and ordinances affecting the Grantee Parcel.
- (d) Notwithstanding the foregoing, any maintenance, repair or replacement costs arising out of damage to the Private Road, Private Road Easement Area, the Grantee Utilities and/or the Monument Sign that Grantee can demonstrate were caused by the negligent or intentional acts or omissions of CNH, and/or CNH's employees, agents, guests and/or invitees shall be the sole responsibility of CNH. In the event that Grantee can

demonstrate that CNH, and/or CNH's employees, agents, guests and/or invitees have damaged the Private Road, the Private Road Easement Area, the Grantee Utilities, the Utility Easement Area, Monument Sign and/or Monument Sign Easement Area, CNH agrees to promptly repair the damage to substantially the condition immediately existing prior to said damage. In the event that CNH fails to make such repairs following thirty (30) days written notice of said failure sent by Grantee to CNH, Grantee may make the necessary repairs and receive reimbursement from CNH for the actual third party costs incurred by Grantee for said repairs, which reimbursement shall be made by CNH no later than thirty (30) days after an invoice for the same (along with paid receipts for said third party costs incurred by Grantee) have been forwarded by Grantee to CNH.

5. <u>Indemnification</u>; Insurance.

- (a) Grantee shall defend, indemnify and hold harmless CNH, and its employees, officers and agents, from and against all claims, lawsuits, causes of action brought against CNH (and from any judgments entered against CNH pursuant thereto), losses, liens, liabilities, damages and expenses, including reasonable attorney's fees, arising from the (i) performance of the Work; (ii) Grantee's use of the Private Road, Private Road Easement Area, Utility Easement Area, Monument Sign or Monument Sign Easement Area by Grantee or Grantee's customers, agents, contractors, employees or invitees; or (iii) any other default under this Agreement by Grantee
- (b) CNH shall defend, indemnify and hold harmless Grantee, and its employees, officers and agents, from and against all claims, lawsuits, causes of action brought against Grantee (and from any judgments entered against Grantee pursuant thereto), losses, liens, liabilities, damages and expenses, including reasonable attorney's fees, arising from the (i) CNH's use of the Private Road, Private Road Easement Area, Utility Easement Area, Monument Sign and/or the Monument Sign Easement Area by CNH or CNH's customers, agents, contractors, employees or invitees; or (ii) any other default under this Agreement by CNH.
- (c) Each Party shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its Parcel, each Party's insurance to afford protection to the limit of not less than Three Million and 00/100 Dollars (\$3,000,000.00) for injury or death of a single person, and to the limit of not less than Three Million and 00/100 Dollars (\$3,000,000.00) for any one occurrence, and to the limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) for property damage. The owner of each Parcel shall provide the other owner with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the Party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without thirty (30) days' prior written notice to the other Party. Policies of insurance provided for in this Paragraph 5(c) shall name the other Party as insured as its respective interest may appear, and each of them shall provide to the other certificates evidencing the fact that such insurance has been obtained. . Notwithstanding anything to the contrary contained in this Paragraph 5(c), so long as the net worth of a Party shall exceed One Hundred Million Dollars (\$100,000,000), such Party shall have the right to retain the financial risk for any claim by self insuring.

- 6. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and constitute an equitable servitude on the property affected hereby and are binding upon and inure to the heirs, assigns, successors and personal representatives of the parties hereto.
- 7. <u>Enforcement Costs.</u> If either party hereto brings an action, lawsuit or other legal proceeding against the other party arising out of this Agreement, the prevailing party in such action, lawsuit or proceeding shall be entitled to recover from the other party all reasonable costs and expenses (including, but not limited to, all court costs and reasonable attorneys' fees and expenses) incurred in connection with such action, lawsuit or proceeding.
- 8. Notices. Any notices that the parties hereto may be required, or may desire, to give hereunder shall be in writing and shall be delivered at the respective addresses set forth above. Notice may be given by personal delivery, recognized overnight courier, or by United States mail in the manner set forth below. Notices shall be deemed to have been duly given (a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, (b) if by recognized overnight courier, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, or (c) if by mail, on the first to occur of actual receipt or refusal of delivery by any person at the intended address after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid. A party may from time to time specify any other address as its address for receipt of notices hereunder, by sending a notice to the other party in the manner provided in Paragraph 8 of this Agreement.
- 9. <u>Amendment</u>. This Agreement may be amended, modified or terminated at any time by a declaration in writing, executed and acknowledged by all Parties to the Agreement or their successors or assigns; this Agreement shall not be otherwise amended, modified or terminated.
- 10. <u>Severability</u>. If any provision of this Agreement is held to be invalid by any court, the invalidity of that provision shall not affect the validity of the remaining provisions of this Agreement.
- 11. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Grantee shall have the right to cause this Agreement to be recorded.
- 12. <u>Governing Law</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
- 13. <u>Recitals/Exhibits</u>. The recitals set forth above and the Exhibits attached hereto are by this reference incorporated herein and made a part of this Agreement.
- 14. <u>Headings</u>. The Paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.
- 15. <u>Grantee Obligations</u>. Grantee's obligation to perform the Work and/or construct the Improvements shall not be effective or binding on the Parties hereto in any manner unless

and until Grantee commences construction of its store on the Grantee Parcel and secures permits for construction of the Improvements. If at any time prior to such construction, Grantee determines, in its sole and absolute discretion, not to move forward with the construction of its store on the Grantee Parcel, or perform the Work and/or the Improvements, it may so notify CNH and this Agreement shall terminate upon Grantee recording a termination notice. Such termination notice, if recorded pursuant to this Paragraph 15, shall not require the consent of CNH to effectively terminate this Agreement.

16. <u>Termination of Prior Easement</u>. CNH and Walmart agree that upon their execution of this Agreement, the easements, covenants, conditions and restrictions set forth in that certain Terminable Easement recorded in Volume 1690 of Records, Page 168 as Document No. 1133477, Racine County Records is hereinafter terminated and of no further force and/or effect.

IN WITNESS WHEREOF, CNH and Grantee have hereunto set their hands and seals as of the date first above written.

[Signatures on appear on following page]

Signature Page to Construction, Access, Utility and Sign Easement Agreement by and between CNH America LLC and Wal-Mart Real Estate Business Trust

CNH:

CNH AMERICA LLC, a Delaware limited liability company

By: (cole) a (cole)
Andrea Paulis, Treasurer

STATE OF Linois)SS COUNTY OF DO Page)

The foregoing instrument was acknowledged before me this ____day of January, 2013, by Andrea Paulis, the Treasurer of CNH America LLC, a Delaware limited liability company on behalf of the limited liability company.

OFFICIAL SEAL
KAREN L KELLY
Notary Public – State of Illinois

Notary Public — State of Illinois My Commission Expires October 7, 2014 , Notary Public.

County, Lunais

My Commission Expires: 1, 2014

[signatures continue on following page]

Signature Page to Construction, Access, Utility and Sign Easement Agreement by and between CNH America LLC and Wal-Mart Real Estate Business Trust

GRANTEE:

	WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust By: John Clarke, Vice President – Real Estate
	Tour Estate
STATE OF ARKANSAS)
COUNTY OF BENTON)SS)
The foregoing instruments by John Clarke, Vice Presidents Delaware statutory trust, on I	ment was acknowledged before me this 10 day of January, 2013, ent – Real Estate of Wal-Mart Real Estate Business Trust, a behalf of the trust.

My Commission Expires:

County, Arkansas

This instrument prepared outside the State of Wisconsin by and when recorded return to:

DAWDA, MANN, MULCAHY & SADLER, PLC 39533 Woodward Avenue, Suite 200 Bloomfield Hills, MI 48304-5103 Attention: Dana Kreis Glencer

EXHIBIT A

CNH Parcel Description

That part of the Southwest One-quarter (1/4) of Section Thirteen (13), in Township Three (3) North, Range Twenty-two (22) East, in the Village of Mt. Pleasant, County of Racine, State of Wisconsin, bounded as follows:

Commence at the Northwest corner of said Southwest 1/4; run thence South 01°50′09" East, 55.06 feet on the West line of said Southwest 1/4; thence South 89°10′36" East 1495.98 feet parallel with the North line of said Southwest 1/4 to the point of beginning of this description; run thence South 01°50′09" East 340.00 feet parallel with the West line of said Southwest 1/4; thence South 89°10′36" East, 104.46 feet; thence North 01°50′09" West, 340.00 feet to the South line Highway 20; thence North 89°10′36" West along the South line of Highway 20, 104.46 feet to the point of beginning. Excepting therefrom those lands conveyed in a Warranty Deed recorded on November 12, 1998, as Document No. 1654904.

Tax Key No. 151-032213140000 5729 Washington Avenue

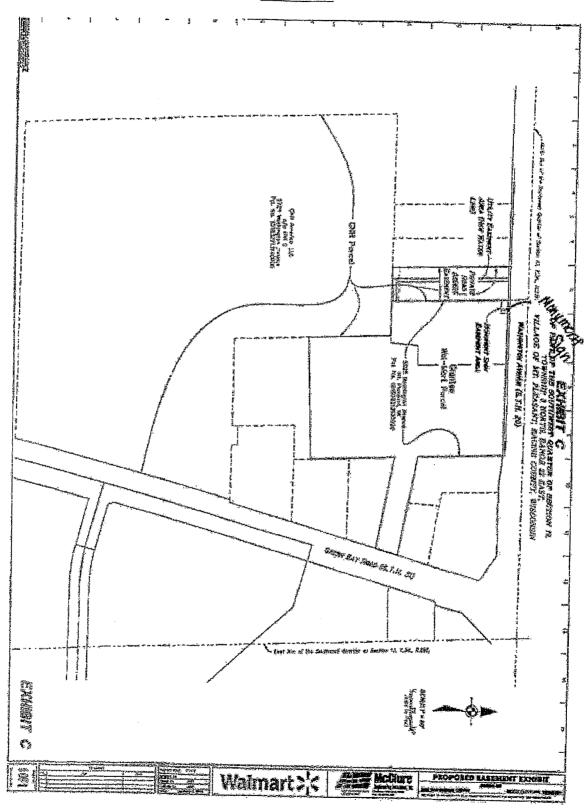
EXHIBIT B

Grantee Parcel Description

Parcels Lettered "A and B" of CERTIFIED SURVEY MAP NO. 1480, part of the Northeast One-Quarter of the Southwest One-Quarter of Section 13, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, County of Racine, State of Wisconsin, recorded in the Office of the Register of Deeds for Racine County on July 18, 1990 in Volume 4 of Certified Survey Maps on Pages 568 to 570 inclusive, as Document No. 1315531, and corrected by an Affidavit of Correction recorded on February 19, 1996 in Volume 2510 of Records, on Page 761, as Document No. 1528242, EXCEPTING THEREFROM those lands conveyed to the State of Wisconsin Department of Transportation in a Deed by Corporation recorded on June 4, 1999 in Volume 2923 of Records, at Page 681, as Document No. 1687177.

TAX KEY NO. 151-032213135010 (A) TAX KEY NO. 151-032213135020 (B) 5625 WASHINGTON AVENUE

EXHIBIT C



Mount Pleasant, WI/Store No. 5695/TC No. 2010-58679
Construction, Access, Utility and Sign Easement Agreement (v2)
W:DATA/CLDOCS/1180/844\00412842.DOCX

EXHIBIT D

Temporary Easement Area Depiction

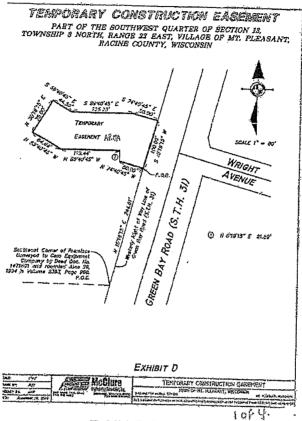


Exhibit D-Page 1 of 4

Exhibit D

TEMPORARY CONSTRUCTION EASEMENT

That part of the Southwest Quarter of Section 13, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, County of Racine, State of Wisconsin, bounded as follows: Commencing at the Southeast corner of premises conveyed in a deed to Case Equipment Company, as Document No. 1471891 and recorded June 29, 1994 in Volume 2383, Page 990 in the Register of Deeds Office, Racine County, Wisconsin; thence North 15 degrees 19 minutes 15 seconds Bast along the Westerly Right of Way Line of Green Bay Road (S.T.H. 31), a distance of 244.01 feet to the Point of Beginning for the following described parcel; thence North 74 degrees 40 minutes 45 seconds West, a distance of 50.00 feet; thence North 0 degree 19 minutes 15 seconds Hast, a distance of 21.59 feet; thence North 89 degrees 40 minutes 45 seconds West, a distance of 119.44 feet; thence North 59 degrees 40 minutes 45 seconds West, a distance of 64.69 feet; thence North 30 degrees 19 minutes 15 seconds East, a distance of 75.00 feet; thence South 59 degrees 40 minutes 45 seconds East, a distance of 44,59 feet; theace South 89 degrees 40 minutes 45 seconds East, a distance of 125.23 feet; thence South 74 degrees 40 minutes 45 seconds East, a distance of 50.00 feet to the Westerly Right of Way Line of said Green Bay Road (S.T.H. 31); thence South 15 degrees 19 minutes 15 seconds West along the Westerly Right of Way Line of said Green Bay Road (S.T.H. 31), a distance of 100.00 feet to the Point of Beginning.

Exhibit D-Page 2 of 4

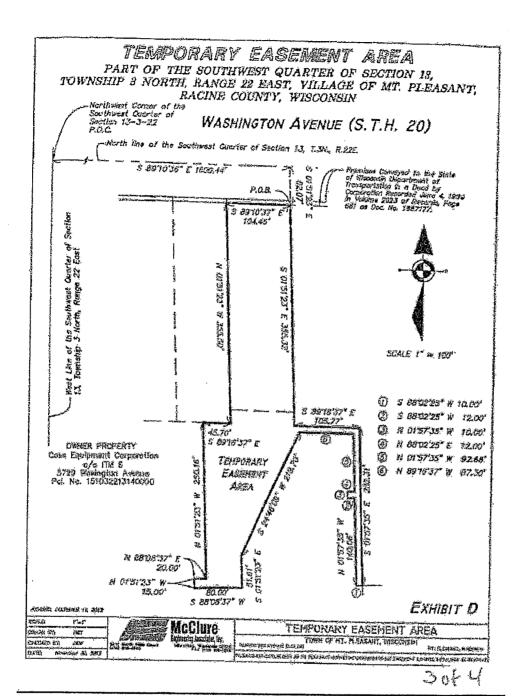


Exhibit D-Page 3 of 4

Exhibit D

TEMPORARY EASEMENT AREA

That part of the Southwest Quarter of Section 13, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, County of Racine, State of Wisconsin, bounded as follows: Communicing at the Northwest corner of the Southwest Quarter of said Section 13; thence South 89 degrees 10 minutes 36 seconds East along the North line of the Southwest Quarter of said Section 13, a distance of 1600.44 feet; thence South 01 degree 51 minutes 23 accords East, a distance of 62.07 feet to a point in the Southerly line of premises conveyed to the State of Wisconsia Department of Transpostation in a Deed by Corporation recorded June 4, 1999 in Volume 2923 of Records, on Page 681 as Document No. 1687177 in the Register of Deeds for Racine County, Wisconsin, said point being the Point of Beginning of the following described parcel; thence South 01 degree 51 minutes 23 seconds East, a distance of 355.32 feet; thence South 89 degrees 16 minutes 37 seconds East, a distance of 105.77 feet; thence South 01 degree 57 minutes 35 seconds East, a distance of 252.31 feet; thence South 88 degrees 02 minutes 25 seconds West, a distance of 10.00 feet; thence North 01 degree 57 minutes 35 seconds West, a distance of 140.08 feet; thence South 88 degrees 02 minutes 25 seconds West, a distance of 12.00 feet; thence North 01 degree 57 minutes 35 seconds West, a distance of 10.00 feet; thence North 88 degrees 02 minutes 25 seconds East, a distance of 12.00 feet; therees North 01 degree 57 minutes 15 seconds West, a distance of 92.68 feet; therees North 89 degrees 16 minutes 37 seconds West, a distance of 87.30 feet; thence South 24 degrees 46 minutes 69 seconds West, a distance of 219.70 feet; thence South 01 degree 51 minutes 23 seconds East, a distance of 51.61 feet; thouse South 88 degrees 08 minutes 37 seconds West, a distance of 80.00 feet; thence North 01 degree \$1 minutes 23 seconds West, a distance of 15.00 feet; thence North 88 degrees 08 minutes 37 seconds East, a distance of 20.00 feet; thence North 01 degree 51 minutes 23 seconds West, a distance of 250.16 feet; fience South 89 degrees 16 minutes 37 seconds East, a distance of 45.70 feet; thence North 01 degree 51 minutes 23 seconds West, a distance of 355.50 feet to the Southerly line of premises so conveyed to the State of Wisconsin; thence South 89 degrees 10 minutes 37 seconds East along said Southerly line, a distance of 104.46 feet to the Point of Beginning.

Exhibit D-Page 4 of 4

EXHIBIT D-1

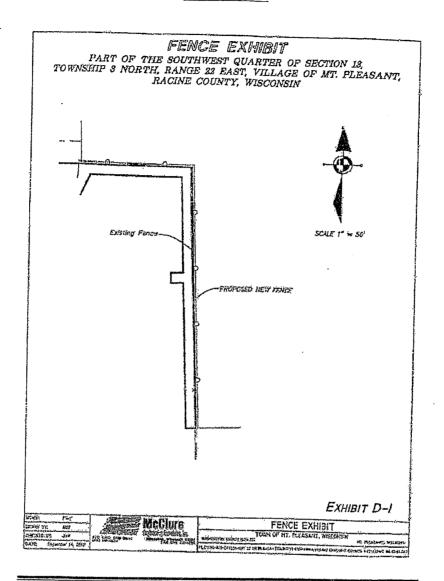


EXHIBIT E Legal Description for Private Road

PRIVATE ROAD ENEMENT NEAR

PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 NORTH, RANGE 22 EAST, VILLAGE OF MT. PLEASANT, RACINE COUNTY, WISCONSIN

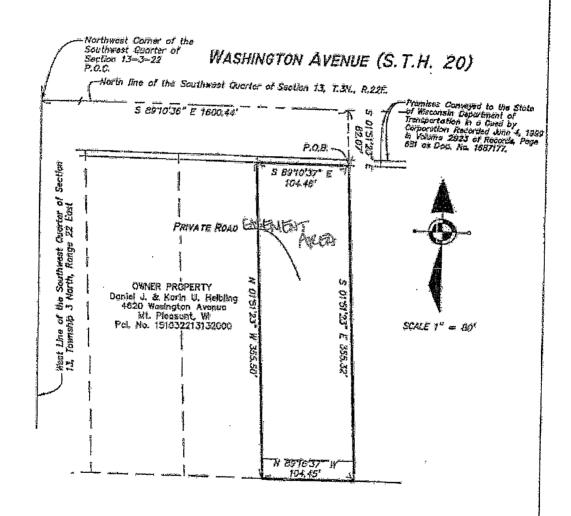


EXHIBIT E ALE 17-6 LOW DY ART CONTROL OF TOWN OF MT. FLEASANT, WISCONEN ACC RESULT RESOURCE FOR TOWN OF MT. FLEASANT, WISCONEN ACC RESULT RESOURCE FOR THE PLANT OF MT. FLEASANT, WISCONEN ACC RESULT RESOURCE FOR THE PLANT OF MT. FLEASANT, WISCONEN ACC RESULT RESOURCE FOR THE PLANT OF MT. FLEASANT, WISCONEN ACC RESULT RESOURCE FOR THE PLANT OF MT. FLEASANT, WISCONEN ACC RESULT RESOURCE FOR THE PLANT OF MT. FLEASANT, WISCONEN ACC RESULT RESOURCE FOR THE PLANT OF MT. FLEASANT, WISCONEN ACC RESULT RESOURCE FOR THE PLANT OF MT. FLEASANT, WISCONEN ACC RESULT RESOURCE FOR THE PLANT OF MT. FLEASANT, WISCONEN ACC RESULT RESOURCE FOR THE PLANT OF MT. FLEASANT, WISCONEN ACC RESULT RESOURCE FOR THE PLANT OF MT. FLEASANT, WISCONEN ACC RESULT RESOURCE FOR THE PLANT OF MT. FLEASANT, WISCONEN ACC RESULT RESOURCE FOR THE PLANT OF MT. FLEASANT, WISCONEN ACC RESULT RESOURCE FOR THE PLANT OF MT. FLEASANT, WISCONEN ACC RESULT RESOURCE FOR THE PLANT OF MT. FLEASANT, WISCONEN ACC RESULT RESOURCE FOR THE PLANT OF MT. FLEASANT, WISCONEN ACC RESULT RESOURCE FOR THE PLANT OF MT. FLEASANT, WISCONEN ACC RESULT RESOURCE FOR THE PLANT OF MT. FLEASANT, WISCONEN ACC RESULT RESOURCE FOR THE PLANT OF MT. FLEASANT, WISCONEN ACC RESULT RESOURCE FOR THE PLANT OF MT. FLEASANT, WISCONEN ACC RESULT RESULT RESOURCE FOR THE PLANT OF MT. FLEASANT, WISCONEN ACC RESULT RESULT RESULT RESOURCE FOR THE PLANT OF MT. FLEASANT, WISCONEN ACC RESULT RESULT RESULT RESULT RESOURCE FOR THE PLANT OF MT. FLEASANT, WISCONEN ACC RESULT R

Page 1 of 2

Exhibit E-Page 2 of 2

Exhibit E

PRIVATE ROAD FAS FINENT AREA-

That part of the Southwest Quarter of Section 13, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, County of Racine, State of Wisconsin, bounded as follows: Commencing at the Northwest corner of the Southwest Quarter of said Section 13; thence South 89 degrees 10 minutes 36 seconds East along the North line of the Southwest Quarter of said Section 13, a distance of 1600.44 feet, thence South 01 degree 51 minutes 23 seconds East, a distance of 62.07 feet to a point in the Southerly line of premises conveyed to the State of Wisconsin Department of Transportation in a Deed by Corporation recorded June 4, 1999 is Volume 2923 of Records, on Page 681 as Document No. 1687177 in the Register of Deeds for Racine County, Wisconsin, said point being the Point of Beginning of the following described parcel; thence South 01 degree 51 minutes 23 seconds East, a distance of 355.32 feet; thence North 89 degrees 16 minutes 37 seconds West, a distance of 104.45 feet; thence North 01 degree 51 minutes 23 seconds West, a distance of 355.50 feet to the Southerly line of premises so conveyed to the State of Wisconsin; thence South 89 degrees 10 minutes 37 seconds East along said Southerly line, a distance of 104.46 feet to the Point of Beginning.

Exhibit E-Page 2 of 2

EXHIBIT F

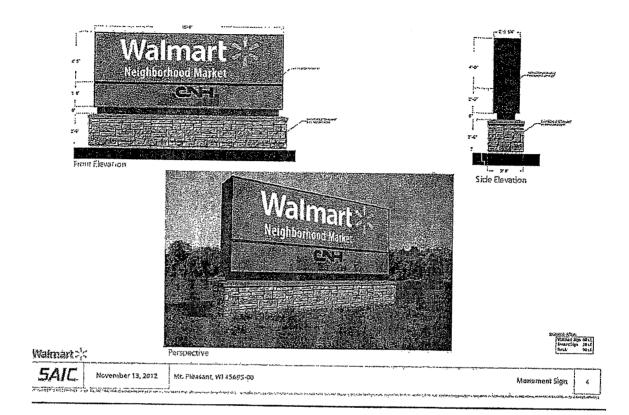
Legal Description for Utility Easement Area

UTILITY EASEMENT AREA (WATER)

That part of the Southwest Quarter of Section 13, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, County of Racine, State of Wisconsin, bounded as follows: Commencing at the Northwest corner of the Southwest Quarter of said Section 13; thence South 89 degrees 10 minutes 36 seconds East along the North line of the Southwest Quarter of said Section 13, a distance of 1600.44 feet; thence South 01 degree 51 minutes 23 seconds East, a distance of 62.07 feet to a point in the Southerly line of premises conveyed to the State of Wisconsin Department of Transportation in a Deed by Corporation recorded June 4, 1999 in Volume 2923 of Records, on Page 681 as Document No. 1687177 in the Register of Deeds for Racine County, Wisconsin, thence North 89 degrees 10 minutes 37 seconds West along the said Southerly line of premises conveyed to the State of Wisconsin Department of Transportation, a distance of 59.06 feet to the Point of Beginning of the following described parcel; thence South 01 degree 51 minutes 23 seconds East, a distance of 343.20 feet; thence North 88 degrees 02 minutes 25 seconds East, a distance of 59.00 feet; thence South 01 degree 51 minutes 23 seconds East, a distance of 10.00 feet; thence South 88 degrees 02 minutes 25 seconds West, a distance of 69.00 feet; thence North 01 degree 51 minutes 23 seconds West, a distance of 353.68 feet to the Southerly line of said premises conveyed to the State of Wisconsin Department of Transportation; thence South 89 degrees 10 minutes 37 seconds East along the said Southerly line of premises conveyed to the State of Wisconsin Department of Transportation, a distance of 10.01 feet to the Point of Beginning.

EXHIBIT G

Depiction of Monument Sign and Depiction and Legal Description for Monument Sign Easement Area



Exhibita-Page 20F3

MONUMENT SIGN EASEMENT AREA PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP & NORTH, RANGE 23 BAST, VILLAGE OF MT. PLEASANT, RACINE COUNTY, WISCONSIN Morthwest Conset of the Southwest Overter of Section 13-3-22 WASHINGTON AVENUE (S.T.H. 20) 200 -North the of the Southwest Querter of Section 13, 136, 1.225 Francisco Correyed to the State of Microsoft Opportunent of Transportation in a Case by Copporation Recorded Acts 4, 1998 to 100mms 2923 of Records, Phys. 551 on Doc. No. 1007177. 6207 5 8810 36" £ 1800,44 F.O.R. s myan eq Table Sign 104.48' MONUMENT SIGN EASEMENT AREA (I) S 88710'37" E 48.04" (2) sorsiya" e 2002' Che of Common D N 8970'37 W 40.04" ● N 0121,53, N 10'02, SCALE I' = BC THE PERSON NAMED IN Exhibit G AFFROM MOTORING IS, BOILD 3000 247 - 64 **MeClure** MONTHENT SIGN EASEMENT AREA orage sy 207 TOWN OF HT. PLEASANT, MISCONSHI SHICKES OF 541<u>2</u> Service of Birth the think to superior reason

EchibHG Post 2013

Exhibit G

MONUMENT SIGN EASEMENT AREA

That part of the Southwest Quarter of Section 13, Township 3 North, Range 22 East, in the Village of Mi. Pleasant, County of Racinc, State of Wisconsia, bounded as follows: Commencing at the Northwest corner of the Southwest Quarter of said Section 13; thence South 89 degrees 10 minutes 35 seconds East along the North line of the Southwest Quarter of said Section 13, a distance of 1600.44 feet; thence South 01 degree 51 minutes 23 seconds East, a distance of 62.07 feet to a point in the Southerly line of premises conveyed to the State of Wisconsin Department of Transportation in a Deed by Corporation recorded June 4, 1999 in Volume 2923 of Records, on Page 681 as Document No. 1687177 in the Register of Deeds for Racine County, Wisconsin, said point being the Point of Beginning of the following described percel; thence South 01 degree 51 minutes 23 seconds East, a distance of 40.04 feet; thence South 01 degree 51 minutes 23 seconds East, a distance of 20.02 feet; thence North 89 degrees 10 minutes 37 seconds West, a distance of 40.04 feet; thence North 80 degrees 10 minutes 23 seconds West, a distance of 40.04 feet; thence North 01 degree 51 minutes 23 seconds West, a distance of 40.04 feet; thence North 01 degree 51 minutes 23 seconds

Exhibit6-Page 3 of 3

Document #: 2347369

Date: 03-21-2013 Time: 11:15:00 AM Pages: 10 Fee: \$30.00 County: RACINE State: WI

Requesting Party: Wisconsin Title, Closing and Credit Services

Register of Deeds: TYSON FETTES

**The above recording information verifies

this document has been electronically recorded and returned to the submitter**

RACING COUNTY REGISTER OF DEEDS

Document Number

TRAFFIC CONTROL **EASEMENT**

THIS TRAFFIC CONTROL EASEMENT is made as of this 19 day of March, 2013, (this "Easement"); by and between CNH AMERICA LLC, a Delaware limited liability company ("CNH") and the WISCONSIN DEPARTMENT OF TRANSPORTATION, an agency of the State of Wisconsin ("WisDOT").

WHEREAS, CNH is the owner of certain real property located in the Village of Mount Pleasant, Racine County, Wisconsin, which is more particularly depicted and described in "Exhibit A" attached hereto (the "Parcel");

WHEREAS, a portion of the Parcel will be used for installing and operating traffic control devices at the intersection of State Trunk Highway 31 (STH 31) and Wright Street and State Trunk Highway 20 (STH 20) and a private drive from the Parcel, and CNH desires to grant WisDOT certain access, maintenance and repair rights related to such traffic control devices:

This is NOT homestead property.

NOW, THEREFORE, CNH hereby grants, conveys and warrants to WisDOT, its successors and assigns, a perpetual easement or right-of-way in, through, upon and over those portions of the Parcel depicted on Exhibit B-1 and legally described in Exhibit B-2 (the "Easement Area"), for the purposes of installing, laying, maintaining, operating and repairing traffic control facilities and related improvements (the "Facilities").

- 1. <u>Purpose</u>. The purpose of the Easement is for access over the areas described in Exhibits <u>B-1</u> and <u>B-2</u> (the "Easement Area") for staging, design, construction, maintenance and repairs for the purpose of installing and maintaining the Facilities, all with the objective of creating a new. fully signalized and controlled intersection along the STH 31 and Wright Street and a fully signalized and controlled intersection at the Parcel and STH 20.
- Access. WisDOT or its agents and contractors shall have the right to enter the Easement Area for the purposes of exercising its rights, duties and obligations provided in this Easement. WisDOT shall provide CNH a minimum of seven (7) business days advance written notice prior - to commencing any demolition, construction, restoration, installation or other activities within the Easement Area and shall provide a minimum of two (2) business days advance written notice prior to commencing any maintenance, repairs or other activities to the Facilities provided. however, that in the event of an emergency, no such advance notice shall be required but WisDOT shall advise CNH upon the completion of any work in the Easement Area as soon thereafter as reasonably possible. WisDOT shall provide at least three (3) business days notice in

Name and Return Address:

David G. Mueller Sr. Managing Attorney CNH America LLC 700 State Street Racine, WI 53401

Tax Identification Number:

the event it is necessary to move any equipment or vehicles to the Parcel prior to construction being commenced or any work performed.

- 3. <u>Limitations on Structures</u>. CNH agrees that no structures will be erected in the Easement Area as to create interference with the operation, maintenance or repair of the Facilities.
- 4. <u>Restoration</u>. Unless otherwise agreed in writing, immediately after the WisDOT completes any work in the Easement Area, the WisDOT will restore the Easement Area to the same or better condition as it was in before WisDOT began the work and to a safe condition, and will remove all of its equipment, tools, trash and debris from the Easement Area. Unless otherwise agreed in writing, WisDOT will not move, remove or demolish any of CNH's signs, curbing, pavement or other improvement located with the Easement Area unless reasonably necessary to exercise its rights hereunder, and in that case, shall promptly restore said area and improvements as stated in this Easement.
- 5. <u>No Unreasonable Interference</u>. WisDOT will perform all work in such a manner and at such times so as to not unduly disrupt the operation of CNH. WisDOT will not park on or store any construction vehicles, equipment or materials within the Easement Area or on CNH's Parcel unless absolutely necessary to construct, maintain, or repair the Facilities.
- 6. <u>Amendments</u>. This Agreement may be amended only by a written instrument executed by all of the parties hereto or their respective successors.
- 7. <u>Indemnification</u>. During the period of time any construction, maintenance or repair activity on the Easement Area and during any access by WisDOT to maintain, repair or replace the Facilities, WisDOT will indemnify and save CNH harmless from any and all claims for injury or debt to any person and for damage to property of any person arising out of the construction, operation, maintenance and repair of the Facilities, except for any claims or actions arising out of negligence or willful acts on the part of CNH and its employees, agents and invitees however designated.
- 8. <u>No Public Dedication</u>. Nothing contained in the Easement shall be deemed to be a gift or dedication of all or any part of the Parcel or the Easement Area to WisDOT or to the general public. No right or privilege of any party hereto shall inure to the benefit of any third party person, nor shall any third party person be deemed to be a beneficiary of any of the provisions of this Easement.
- 9. <u>Assignment</u>. This Easement and the rights granted hereunder may not be transferred or assigned by WisDOT to the Village of Mount Pleasant, Racine County or any other entity without the prior written consent of CNH, which consent may be withheld in CNH's sole discretion. CNH shall not assign this Easement without the prior written consent of WisDOT except to an affiliate or successor of CNH or to an owner of the Parcel burdened by this Easement.
- 10. <u>Notices</u>. All notice to be given to any party under this Easement shall be in writing and shall be given either by personal delivery, by postage prepaid U.S. Mail, by facsimile, or by

email to the respective recipients set forth below. Notice shall be deemed delivered either by actual receipt thereof or upon delivery refusal thereof, providing however, that notices sent by email or facsimile shall be sent during the hours between 8:00 a.m. and 4:30 p.m. on days that CNH's offices are open for business. Any change in address for purposes of receiving notice shall be made by delivering written notice of such change in accordance with the requirements of this paragraph.

If to CNH:

CNH America LLC 6900 Veterans Blvd.

Burr Ridge, IL 60527

Attn: Kortney Williams, Director Real Estate

With a copy to:

David G. Mueller CNH America LLC Sr. Managing Attorney 700 State St. Racine WI 53404

If to WisDOT:

Wisconsin Department of Transportation

SE Region

141 N.W. Barstow

P.O. Box 798

Waukesha, WI 53187-0798

Tel: (262) 548-5626 Fax: (262) 548-8655

Email: art.baumann@dot.state.wi.us

ATTN: Mr. Arthur Baumann

11. <u>Limitations on Benefit</u>. This grant of Easement shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and assigns however designated.

IN WITNESS WHEREOF, the named parties have caused their hands and seals to be hereunto affixed this day of day of 2013.

GRANTOR:

CNH AMERICA LLC,

a Delaware limited liability company

By

Andrea Paulis, Treasurer

CORPORATE ACKNOWLEDGMENT

STATE OF LINAS)
Du Page COUNTY) ss.
BEFORE ME, the undersig	ned authority, on this 14th day of January, 2013, personall
appeared Andrea Paulis, known to	to me to be the person whose name is subscribed to the to me to be the Treasurer of CNH America LLC, and
acknowledged to me that (s)he ex	recuted said instrument for the purposes and consideration
therein expressed, and as the act of	said corporation.
	Maun Cl. Helen
OFFICIAL SEAL	Name: THEREY - TELLY
KAREN L KELLY	Notary Public, State of Juno's
Notary Public – State of Illinois My Commission Expires October 7, 2014	My commission Od. 7, 2014
	GRANTEE:
	WISCONSIN DEPARTMENT OF TRANSPORTATION
	Bu Blim
	Name BRIAN BLIESHER
	Title: SySTEM OPERATIONS CHIEF
	The state of the s
	! ! ! 'A. ጥጥጥር ርዛሮች: "የስቴ©©
	ATTEST; By: Name:
	Titles
	ATTEST: By:
	Title:
A	
Approved as to form and execution	this day of 2013.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss. <u>Waykesha</u> COUNTY)
Waykesha COUNTY)
On the 19th day of MARCH, 2013, before me personally came and BRIAN BLIESNER, who being duly sworn, did depose and say that the Systems OPENATION and CHIEF of the Wisconsin Department of Transportation, respectively, a governmental use of the State of Wisconsin
; and that the seal affixed to said instrument is the corporate seal of said
Visconsin Department of Transportation; and acknowledged that they executed the foregoing
ssignment as such officers as the deed of said by its authority.
Quanto delirenza en
Mame: Tuente H. Screwicze)
Notary Public, State of Wisconsin
My commission 3-6-16

Drafted by:
Deborah C. Tomczyk, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
(414) 298-8331

EXHIBIT A

The Parcel

That part of the Southwest One-quarter (1/4) of Section Thirteen (13), in Township Three (3) North, Range Twenty-two (22) East, in the Village of Mt. Pleasant, County of Racine, State of Wisconsin, bounded as follows:

Commence at the Northwest corner of said Southwest 1/4; run thence South 01°50'09" East, 55.06 feet on the West line of said Southwest 1/4; thence South 89°10'36" East 1495.98 feet parallel with the North line of said Southwest 1/4 to the point of beginning of this description; run thence South 01°50'09" East 340.00 feet parallel with the West line of said Southwest 1/4; thence South 89°10'36" East, 104.46 feet; thence North 01°50'09" West, 340.00 feet to the South line Highway 20; thence North 89°10'36" West along the South line of Highway 20, 104.46 feet to the point of beginning. Excepting therefrom those lands conveyed in a Warranty Deed recorded on November 12, 1998, as Document No. 1654904.

Tax Key No. 151-032213140000 5729 Washington Avenue

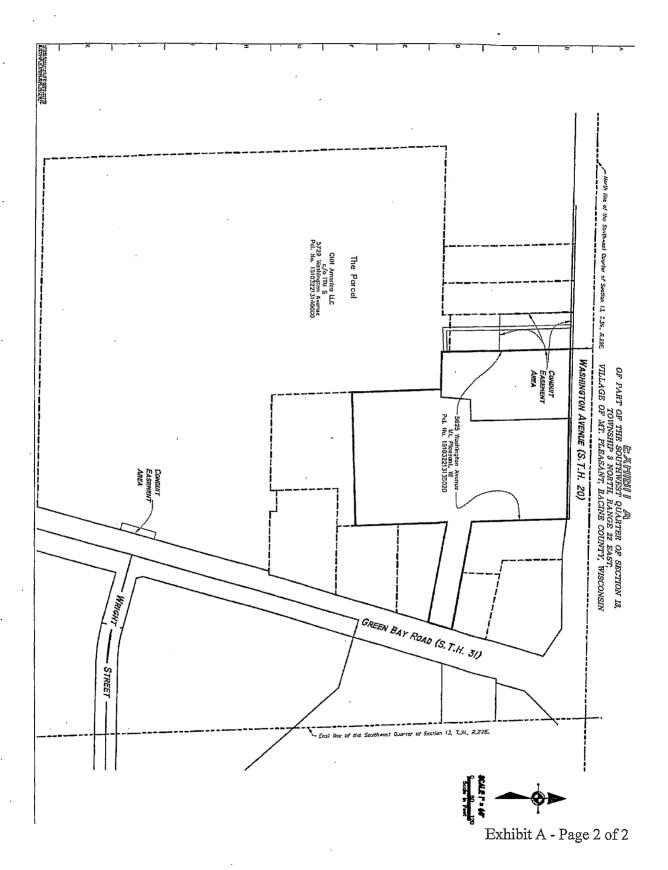
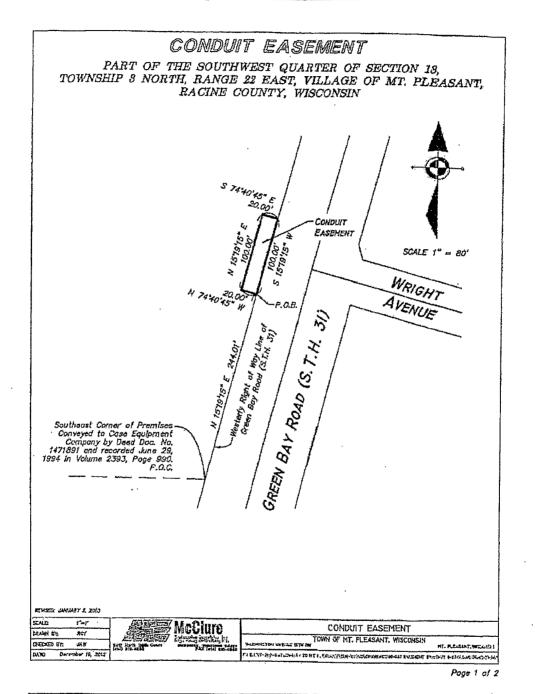


EXHIBIT B-1 Depiction of Easement Area



CONDUIT EASEMENT

PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 22 EAST, VILLAGE OF MT. PLEASANT, RACINE COUNTY, WISCONSIN

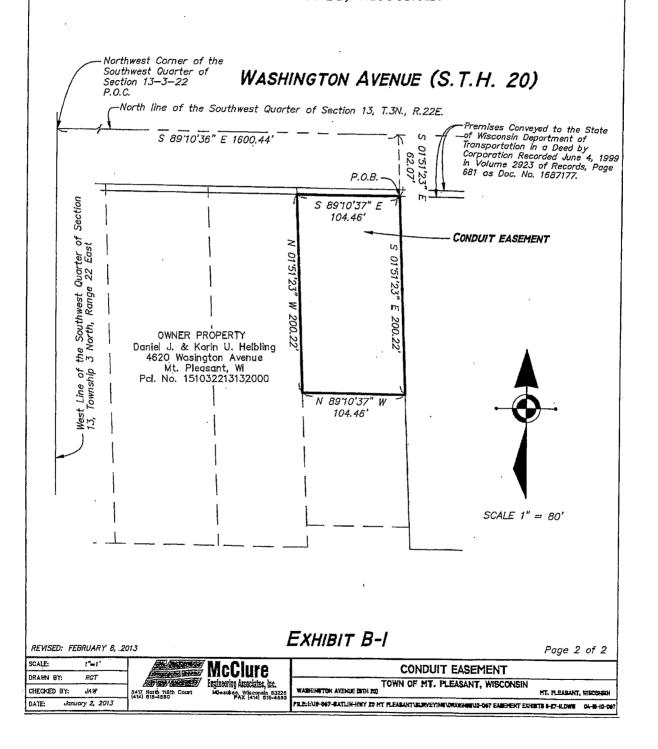


EXHIBIT B-2

Legal Description of Easement Area

That part of the Southwest Quarter of Section 13, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, County of Racine, State of Wisconsin, bounded as follows: Commencing at the Northwest corner of the Southwest Quarter of said Section 13; thence South 89 degrees 10 minutes 36 seconds East along the North line of the Southwest Quarter of said Section 13, a distance of 1600.44 feet; thence South 01 degree 51 minutes 23 seconds East, a distance of 62.07 feet to a point in the Southerly line of premises conveyed to the State of Wisconsin Department of Transportation in a Deed by Corporation recorded June 4, 1999 in Volume 2923 of Records, on Page 681 as Document No. 1687177 in the Register of Deeds for Racine County, Wisconsin, said point being the Point of Beginning of the following described parcel; thence South 01 degree 51 minutes 23 seconds East, a distance of 200.22 feet; thence North 89 degrees 10 minutes 37 seconds West, a distance of 104.46 feet; thence North 01 degree 51 minutes 23 seconds West, a distance of 200.22 feet to the Southerly line of premises so conveyed to the State of Wisconsin; thence South 89 degrees 10 minutes 37 seconds East along said Southerly line, a distance of 104.46 feet to the Point of Beginning.

and

That part of the Southwest Quarter of Section 13, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, County of Racine, State of Wisconsin, bounded as follows: Commencing at the Southeast corner of premises conveyed in a deed to Case Equipment Company, as Document No. 1471891 and recorded June 29, 1994 in Volume 2383, on Page 990 in the Register of Deeds Office, Racine County, Wisconsin; thence North 15 degrees 19 minutes 15 seconds East along the Westerly Right of Way Line of Green Bay Road (S.T.H. 31), a distance of 244.01 feet to the Point of Beginning for the following described parcel; thence North 74 degrees 40 minutes 45 seconds West, a distance of 20.00 feet; thence North 15 degrees 19 minutes 15 seconds East, a distance of 100.00 feet; thence South 74 degrees 40 minutes 45 seconds East, a distance of 20.00 feet to the Westerly Right of Way Line of said Green Bay Road (S.T.H. 31); thence South 15 degrees 19 minutes 15 seconds West along the Westerly Right of Way Line of said Green Bay Road (S.T.H. 31), a distance of 100.00 feet to the Point of Beginning.

Document Number

DISTRIBUTION EASEMENT UNDERGROUND

WR NO.

3432697

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CNH AMERICA LLC, a Delaware Limited Liability Company, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, hereinafter referred to as "Grantee", a permanent easement upon, within and beneath a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land 12 feet in width being a part of the grantor's premises located in the Southwest ¼ of Section 13, Town 3 North, Range 22 East, Village of Mount Pleasant, Racine County, Wisconsin; said premises being more particularly described in that certain Deed recorded in the office of the Register of Deeds for Racine County, Wisconsin on June 29, 1994 in Volume 2383 of Records on Pages 990-996 as Document No. 1471891.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Feges: 3

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

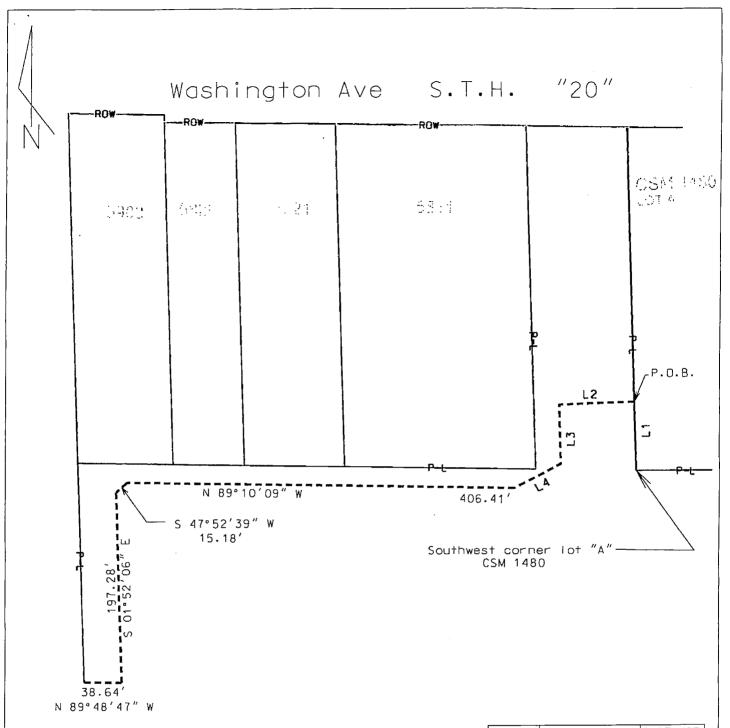
151-03-22-13-140-000 (Parcel Identification Number)

- 1. Purpose: The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access: Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
- 3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
- 4. Elevation: Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
- 5. Restoration: Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
- 6. Exercise of Rights: It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
- 7. Binding on Future Parties: This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
- 8. Indemnification and Hold Harmless: In consideration of the foregoing grant, it is understood that during the time said overhead and underground electrical facilities are located on the premises, Wisconsin Electric Power Company will indemnify and hold the grantor, its successors and assigns harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of the installation and the maintenance of the aforesaid facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the grantor, its successors and assigns, heirs, personal representatives, employees, agents and invitees.

	Grantor:
	CNH AMERICA LLC A Delaware Limited Liability Company
	(Print name and title): Anirea Paulis Typesu
	(Print name and title): Andrea Paulis Tyeasu By: N/A (Print name and title): U/A
Acknowledged before me in Durage	County, Illinois, on June 24 , 2013,
by ANDREA PAULIS Members, of CNH AMERICA LLC, a Delaware limite	and N/A, ed liability company, in its name and on its behalf.
OFFICIAL SEAL	Notary Public Signature, State of Illinos
KAREN L KELLY Notary Public – State of Illinois My Commission Expires October 7, 2014	Notary Public Name (Typed or Printed)
(NOTARY STAMP/SEAL)	My commission expires Od. 7, 2014

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





NUMBER	BEARING	DISTANCE
L1	N 01°50'09" W	70.75'
L2	S 88°02'25" W	78.27'
L3	S 01°51′23″ E	61.00'
L4	S 61°59'29" ₩	52.51'

■■■■= C/L 12′ We-Energies Easement

EXHIBIT "A"

SouthWest 1/4 Section 13-3-22 Village Mount Pleasant Racine County

we energies

REVISIONS:

DRAWN BY: Ros

DATE: 4/09/2013

WR NUMBER: 3432697

Resolution 3-98 dissolving the Apr. 27,2009 AT 11:27AM

Mt. Pleasut Stave Drainage District

Document Title Above

JAMES A LADWIG

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$183.00

0

Return to Name and Address Below

Juliet Edmands Village of Mt. Pleasant 6126 Murand Av.

Facure WI 5340L

ble attached purcel

Cover Sheet/Ijh/06/07

RESOLUTION NO. 3-98

CERTIFICATION

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

A. 16

Dated this 24th day of April, 2009.

Juliet Edmands, Village Clerk Village of Mount Pleasant

Racine County, Wisconsin

RESOLUTION 3-98

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

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

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

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

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

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

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

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

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

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

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

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

Dated this 36th day of January, 1998

Approved:

Attest:

Thomas P. Melzer, Town Chair

Jgayn M. Kovac, Town Clerk/Treasurer

NOTICE

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

PLEASE TAKE NOTICE:

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

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

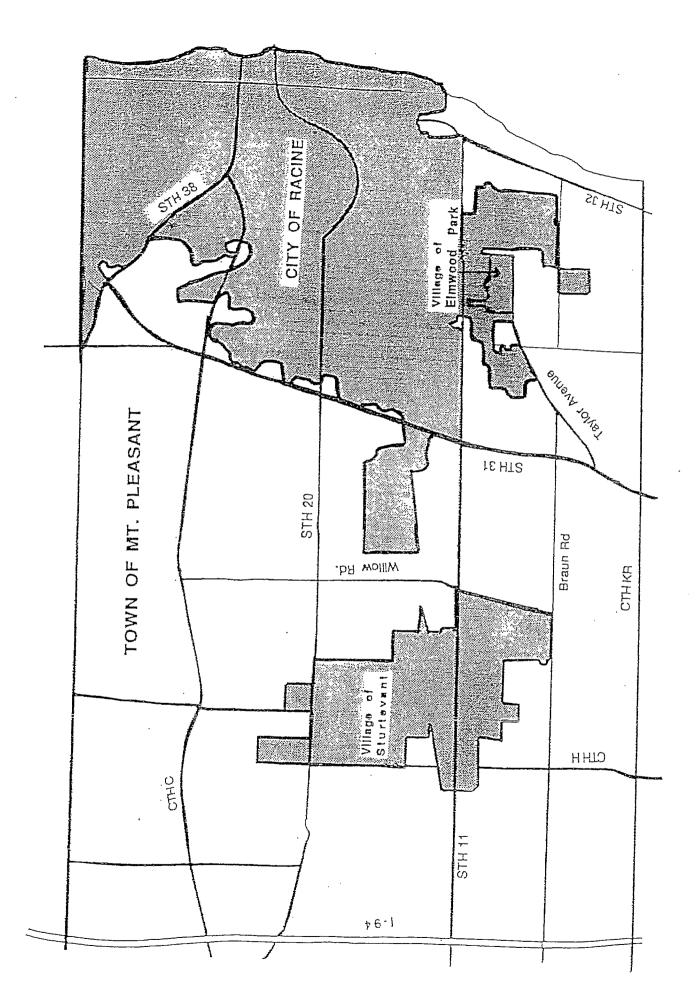
At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the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

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

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

DESCRIPTION

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



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