



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:2/7/20 1:28 pm

Last Revised on:2/7/20 1:28 pm

Printed on:2/7/20 1:28 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: 12/16/2019 at 8:00 am

Owner(s) of record:Wal-Mart Real Estate Business Trust, a Delaware Statutory trust

Property address:Lands along Washington Avenue (Parcel I), 5625 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: 151-03-22-13-135-010 (Parcel I) and 151-03-22-13-135-020 (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.

Easements, restrictions and other matters shown on Certified Survey Map 1480 recorded July 18, 1990 as Document No. 1315531. Along with Affidavit of Correction recorded February 19, 1996, in Volume 2510, Page 761, as Document No. 1528242.

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.

Easement and other matters contained in the instrument recorded March 19, 1963 in Volume 773, Page 246 as Document No. 749153.

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded April 26, 1973 in Volume 777, Page 200 as Document No. 750870.

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded May 17, 1972 in Volume 1133, Page 206 as Document No. 901133.

Grant of Easement and other matters contained in the instrument recorded October 5, 1974 in Volume 1242, Page 3 as Document No. 947165.

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

Declaration of Easements and Restrictions and other matters contained in the instrument recorded July 18, 1990 in Volume 2023, Page 921 as Document No. 1315547.





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Grant of Easement and other matters contained in the instrument recorded August 20, 1990 in Volume 2029, Page 440 as Document No. 1318349.

Grant of Easement and other matters contained in the instrument recorded August 20, 1990 in Volume 2029, Page 446 as Document No. 1318351.

Grant of Easement and other matters contained in the instrument recorded August 20, 1990 in Volume 2029, Page 449 as Document No. 1318352.

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.

Right of Way Grant and other matters contained in the instrument recorded August 1, 1994 in Volume 2390-575 as Document No. 1475070.

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.

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

Storm Water Management Maintenance Agreement and other matters contained in the instrument recorded January 15, 2013 as Document No. 2341326.

Temporary Easement Agreement and other matters contained in the instrument recorded January 15, 2013 as Document No. 2341327. Along with Affidavit of Correction recorded January 25, 2013, as Document No. 2342317.

Access Easement and Restriction Agreement and other matters contained in the instrument recorded January 15, 2013 as Document No. 2341328.

Distribution Easement Underground and other matters contained in the instrument recorded June 11, 2013 as Document No. 2355275.

Performance Bond and other matters contained in the instrument recorded January 23, 2013 as Document No. 2341908.

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 \$40,164.84, and all prior years are paid. (Parcel I)

Taxes for the Year 2018 in the amount of \$6,311.71, and all prior years are paid. (Parcel II)

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

Other Matters

None





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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 $\frac{1}{4}$ of Section 13, Township 3 North, Range 22 East, described as follows: Commence at the intersection of the center line of State Trunk Highway 20 and the center line of State Trunk Highway 31; run thence South $16^{\circ} 24' 34''$ West, 711.50 feet on the center line of said Highway 31 to the Southeast corner of lands described in Volume 780 of Records on page 571; thence North $88^{\circ} 19' 26''$ West, 51.70 feet on the South line of said lands as described in Volume 780 of Records on page 571, to the place of beginning of this description; continue thence North $88^{\circ} 19' 26''$ West, 300.00 feet on said South line projected; thence South $1^{\circ} 11' 26''$ East, 175.00 feet; thence South $88^{\circ} 19' 26''$ East, 59.36 feet; thence South $1^{\circ} 11' 26''$ East, 18.66 feet; thence South $88^{\circ} 19' 26''$ East, 180.10 feet to the Westerly line of right-of-way of said Highway 31; thence North $16^{\circ} 24' 34''$ East, 200.00 feet on said right-of-way line to the point of beginning. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

Parcel II: Parcel C of Certified Survey Map No. 1480 recorded in the Racine County Register of Deeds office on July 18, 1990 in Volume 4 of Certified Survey Maps on page 568, as Document No. 1315531, as corrected by an Affidavit of Correction recorded February 19, 1996 in Volume 2510 of Records on page 761, as Document No. 1528242, being that part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

For informational purposes only

Property Address: Lands along Washington Avenue (Parcel I), 5625 Washington Avenue (Parcel II), Mt Pleasant, WI 53406

Tax Key No.: 151-03-22-13-135-010 (Parcel I) and 151-03-22-13-135-020 (Parcel II)



63

2018 Property Record | Racine County, WI

Assessed values not finalized until after Board of Review
Property information is valid as of 1/7/2020 2:44:00 PM

<p style="text-align: center;">Owner Address</p> <p>WAL-MART REAL ESTATE BUSINESS TRUST , PO BOX 8050 BENTONVILLE, AR 72712-8050</p>	<p style="text-align: center;">Owner</p> <p>WAL-MART REAL ESTATE BUSINESS TRUST</p>																																																			
<p style="text-align: center;">Property Information</p> <p><u>Parcel ID:</u> 151-032213135010</p> <p><u>Document #</u> 2341324</p> <p><u>Tax Districts:</u> UNIFIED SCHOOL DISTRICT</p>	<p style="text-align: center;">Property Description</p> <p><i>For a complete legal description, see recorded document.</i></p> <p>PT SW1/4 CSM #1480 REC IN V4 P568 PARCEL A EXC V2923P681 FROM 008032213135000 IN 90 FOR 91 ROLL **TOTAL ACRES** 1.48 PT TO 008032213237000 IN 99 FOR 2000 ROLL</p> <p><u>Municipality:</u> 151-VILLAGE OF MT PLEASANT</p> <p><u>Property Address:</u> WASHINGTON AVE</p>																																																			
<p style="text-align: center;">Tax Information</p> <p style="text-align: right;">Print Tax Bill</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Installment</u></th> <th style="text-align: right;"><u>Amount</u></th> </tr> </thead> <tbody> <tr> <td><u>First:</u></td> <td style="text-align: right;">1,351.37</td> </tr> <tr> <td><u>Second:</u></td> <td style="text-align: right;">1,351.00</td> </tr> <tr> <td><u>Third:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Total Tax Due:</u></td> <td style="text-align: right;">2,702.37</td> </tr> <tr> <td><u>Base Tax:</u></td> <td style="text-align: right;">2,702.37</td> </tr> <tr> <td><u>Special Assessment:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Lottery Credit:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>First Dollar Credit:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Amount Paid:</u> (View payment history info below)</td> <td style="text-align: right;">2,702.37</td> </tr> <tr> <td><u>Current Balance Due:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Interest:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Total Due:</u></td> <td style="text-align: right;">0.00</td> </tr> </tbody> </table>	<u>Installment</u>	<u>Amount</u>	<u>First:</u>	1,351.37	<u>Second:</u>	1,351.00	<u>Third:</u>	0.00	<u>Total Tax Due:</u>	2,702.37	<u>Base Tax:</u>	2,702.37	<u>Special Assessment:</u>	0.00	<u>Lottery Credit:</u>	0.00	<u>First Dollar Credit:</u>	0.00	<u>Amount Paid:</u> (View payment history info below)	2,702.37	<u>Current Balance Due:</u>	0.00	<u>Interest:</u>	0.00	<u>Total Due:</u>	0.00	<p style="text-align: center;">Land Valuation</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Code</u></th> <th style="text-align: left;"><u>Acres</u></th> <th style="text-align: left;"><u>Land</u></th> <th style="text-align: left;"><u>Impr.</u></th> <th style="text-align: left;"><u>Total</u></th> </tr> </thead> <tbody> <tr> <td>2</td> <td style="text-align: right;">1.48</td> <td style="text-align: right;">\$135,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$135,000</td> </tr> <tr> <td></td> <td style="text-align: right;">1.48</td> <td style="text-align: right;">\$135,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$135,000</td> </tr> <tr> <td colspan="3"><u>Assessment Ratio:</u></td> <td colspan="2" style="text-align: right;">0.9856968380</td> </tr> <tr> <td colspan="3"><u>Fair Market Value:</u></td> <td colspan="2" style="text-align: right;">137000.00</td> </tr> </tbody> </table>	<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>	2	1.48	\$135,000	\$0	\$135,000		1.48	\$135,000	\$0	\$135,000	<u>Assessment Ratio:</u>			0.9856968380		<u>Fair Market Value:</u>			137000.00	
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*No data found for Special Assessment Detail, Delinquent Tax Summary in 2018

Racine County

Owner (s):

WAL-MART REAL ESTATE BUSINESS TRUST

Location:

Section, Sect. 13, T3N, R22E

Mailing Address:

WAL-MART REAL ESTATE BUSINESS TRUST

School District:

4620 - UNIFIED SCHOOL DISTRICT**PO BOX 8050****BENTONVILLE, AR 72712-8050**

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

151-03-22-13-135-010 151-VILLAGE OF MT PLEASANT Active

Alternate Tax Parcel Number: Acres:

0.0000

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

PT SW1/4 CSM #1480 REC IN V4 P568 PARCEL A EXC V2923P681 FROM 008032213135000 IN 90 FOR 91 ROLL **TOTAL ACRES 1.48 PT TO 008032213237000 IN 99 FOR 2000 ROLL**

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

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
2019	\$4,004.19	\$0.00	\$4,004.19	\$0.00	\$0.00	\$4,004.19
2018	\$2,702.37	\$2,702.37	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$2,724.96	\$2,724.96	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$15,623.35	\$15,623.35	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$15,629.97	\$15,629.97	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$14,751.34	\$14,751.34	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$15,428.15	\$15,428.15	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$16,260.19	\$16,260.19	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$12,397.44	\$12,397.44	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$6,817.69	\$6,817.69	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$7,499.41	\$7,499.41	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$4,004.19

Interest and penalty on delinquent taxes are calculated to **January 31, 2020.**

63

2018 Property Record | Racine County, WI

1079315

Assessed values not finalized until after Board of Review
Property information is valid as of 11/12/2019 1:00:34 PM

Owner Address

WAL-MART REAL ESTATE BUSINESS TRUST,
PO BOX 8050

BENTONVILLE, AR 72712-8050

Owner

WAL-MART REAL ESTATE BUSINESS TRUST

Property Information

Parcel ID: 151-032213135020

Document # 2341324

Tax Districts:

UNIFIED SCHOOL DISTRICT

Property Description

For a complete legal description, see recorded document.

PT SW1/4 CSM #1480 REC IN V4 P568 PARCEL B EXC
V2923P681 FROM 008032213135000 IN 90 FOR 91
ROLL **TOTAL ACRES** 5.04 PT TO
008032213237000 IN 99 FOR 2000 ROLL

Municipality: 151-VILLAGE OF MT PLEASANT

Property Address: 5625 WASHINGTON AVE

Tax Information

[Print Tax Bill](#)

<u>Installment</u>	<u>Amount</u>
<u>First:</u>	66,867.23
<u>Second:</u>	62,927.00
<u>Third:</u>	0.00
<u>Total Tax Due:</u>	129,794.23
<u>Base Tax:</u>	125,925.05
<u>Special Assessment:</u>	3,939.17
<u>Lottery Credit:</u>	0.00
<u>First Dollar Credit:</u>	69.99
<u>Amount Paid:</u> (View payment history info below)	123,052.05
<u>Current Balance Due:</u>	6,742.18
<u>Interest:</u>	1,011.33
<u>Total Due:</u>	7,753.51

Land Valuation

<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>
2	5.04	\$1,635,000	\$4,655,700	\$6,290,700
	5.04	\$1,635,000	\$4,655,700	\$6,290,700

Assessment Ratio: 0.9856968380

Fair Market Value: 6382000.00

Special Assessment Detail

<u>Code</u>	<u>Description</u>	<u>Amount</u>
21	21 - FIRE/AMBULANCE	50.00
24	24 - STORM WATER UTILITY FEE	3547.50
43	43 - DELINQUENT WEIGHTS & MEASURERS	341.67
		3939.17

Delinquent Tax Summary

<u>Year</u>	<u>Balance</u>	<u>Int. + Pen.</u>	<u>Total Due</u>
2018	6742.18	1011.33	7753.51

Interest calculated as of Nov 2019

[Calculate Interest](#)

2018 Property Record | Racine County, WI

*Assessed values not finalized until after Board of Review
Property information is valid as of 11/12/2019 1:00:34 PM*

Payment History

<u>Date</u>	<u>Receipt</u>	<u>Amount</u>	<u>Interest</u>	<u>Penalty</u>	<u>Total</u>
12/31/2018	148933	66867.23	0.00	0.00	66867.23
9/4/2019	183278	56184.82	4494.79	2247.39	62927.00



Racine County

Owner (s):

WAL-MART REAL ESTATE BUSINESS TRUST

Location:

Section, Sect. 13, T3N, R22E

Mailing Address:

WAL-MART REAL ESTATE BUSINESS TRUST

School District:

4620 - UNIFIED SCHOOL DISTRICT

PO BOX 8050

BENTONVILLE, AR 72712-8050

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

151-03-22-13-135-020 151-VILLAGE OF MT PLEASANT Active

Alternate Tax Parcel Number: Acres:

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

PT SW1/4 CSM #1480 REC IN V4 P568 PARCEL B EXC V2923P681 FROM 008032213135000 IN 90 FOR 91
ROLL **TOTAL ACRES** 5.04 PT TO 008032213237000 IN 99 FOR 2000 ROLL

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5625 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	\$129,794.23	\$123,052.05	\$6,742.18	\$674.22	\$337.11	\$7,753.51
2017	\$130,870.19	\$130,870.19	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$149,027.71	\$149,027.71	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$149,087.37	\$149,087.37	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$140,949.17	\$140,949.17	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$38,728.51	\$38,728.51	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$40,091.80	\$40,091.80	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$3,327.50	\$3,327.50	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$3,327.50	\$3,327.50	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$54,192.04	\$54,192.04	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$49,415.83	\$49,415.83	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$7,753.51

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

**SPECIAL
WARRANTY DEED**

Document Number

Document Title

Wheaton Franciscan Healthcare – All Saints, Inc., a Wisconsin nonstock corporation, f/k/a St. Mary's Medical Center, Inc. ("Grantor"), conveys and warrants to Wal-Mart Real Estate Business Trust, a Delaware statutory trust ("Grantee"), the real estate in Racine County, Wisconsin, described on the attached **Exhibit A** together with the rents, profits, fixtures, all singular tenements, hereditaments and appurtenances thereunto belonging (the "Property").

This is not homestead property.

Grantor warrants title to the Property as free from liens and encumbrances, arising by, through or under Grantor, and no others, and further excepting the matters identified in **Exhibit B**.

Grantor covenants with Grantee that Grantor shall forever defend title to the Property against the claims of all parties claiming by, through or under Grantor, and no others, and further excepting the matters identified on **Exhibit B**.

Dated as of the 15th day of January, 2013.

GRANTOR:
WHEATON FRANCISCAN HEALTHCARE – ALL SAINTS, INC.,
A WISCONSIN NONSTOCK CORPORATION

By: *Kenneth R. Buser*
Kenneth R. Buser, President and CEO

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF RACINE)

Personally came before me this 10th day of January, 2013, the above-named Kenneth R. Buser, as the President and CEO of Wheaton Franciscan Healthcare - All Saints, Inc., a Wisconsin nonstock corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Sandra M. Loesel
Name: Sandra M. Loesel
Notary Public, Wisconsin
My Commission: 4-29-2014

This document was drafted by:
Paul G. Hoffman, Esq.

Michael Best & Friedrich LLP

Document #: **2341324**

Date: 01-15-2013 Time: 04:32:00 PM Pages: 3

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

Transfer Fee: \$5,400.00

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

Recording Area

Name and Return Address:

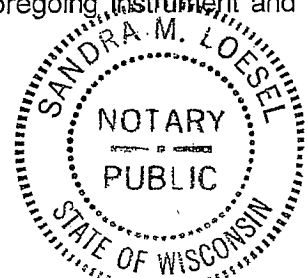
Dana Kreis Glencer, Esq.

Dawda, Mann, Mulcahy & Sadler, PLC

39533 Woodward Avenue, #200

Bloomfield Hills, MI 48304

PIN: SEE EXHIBIT A



262.956.6549

EXHIBIT A

LEGAL 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 B

TITLE EXCEPTIONS

1. The lien of general real estate taxes for the year 2013 and thereafter, not yet due or payable.
2. Utility Easement recorded on March 19, 1963, in Volume 773 of Records at page 246, as Document No. 749153, Racine County Register of Deeds.
3. Easement recorded on October 15, 1974, in Volume 1242 of Records at page 3, as Document No. 947165, Racine County Register of Deeds.
4. Easement recorded on September 22, 1983, in Volume 1690 of Records at page 168, as Document No. 1133477, Racine County Register of Deeds.
5. Utility Easement recorded on May 17, 1972, in Volume 1133 of Records at page 206, as Document No. 901133, Racine County Register of Deeds. Conveyance of Rights in Lands recorded on March 15, 1999, in Volume 2890 of Records at page 364, as Document No. 1674571, Racine County Register of Deeds.
6. Access Restriction to Washington Avenue/STH 20 as shown on the recorded Certified Survey Map No. 1480.
7. Note shown on the recorded Certified Survey Map No. 1480, reciting as follows: "Cross Access Between Parcels A and B shall remain unrestricted."
8. Declaration of Easement recorded on July 18, 1990, in Volume 2023 of Records at page 921, as Document No. 1315547, Racine County Register of Deeds.
9. Liability of the Property to assessments by reason of creation of a Mount Pleasant Storm Water Utility District per Resolution No. 3-98 Establishing the Mount Pleasant Storm Water Utility District recorded April 27, 2009 as Document No. 2210698, Racine County Register of Deeds.
10. Utility Easement recorded on April 26, 1963, in Volume 777 of Records at page 200, as Document No. 750870, Racine County Register of Deeds.
11. Matters which would be disclosed by an accurate survey of the Property.

1687177

Document Number

DEED BY CORPORATION

Exempt from fee: s.77.25(2r) Wis. Stats.
DT1548 98 (Replaces RE3005)THIS DEED, made by St. Mary's Medical Center, Inc.a corporation duly organized and existing under the laws of the State of WI
and duly authorized to transact business in the State of Wisconsin, with its principal place
of business at 5625 Washington AvenueCity of Racine County of RacineState of WI GRANTOR, conveys and warrants the
property described below to the State of Wisconsin Department of Transportation,
GRANTEE, for the sum of Twenty Eight Thousand Nine Hundred and 00/100
Dollars(\$ 28,900.00).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.

Other persons having an interest of record in the property: _____

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF
BY REFERENCE.The undersigned certify that this instrument is being executed pursuant to a resolution of the board of directors (or shareholders, if
authorized by law) of GRANTOR corporation.

CORPORATE ACKNOWLEDGEMENT

St. Mary's Medical Center Inc.

(Corporation Name)

Tax Exempt 77.25

2rKarl Stanner
(Officer - Signature)Karl Stanner
(Print Name, Title)James D. Bel
(Officer - Signature)

(Print Name, Title)

(Officer - Signature)

(Print Name, Title)

(Officer - Signature)

(Print Name, Title)

Laura J. Hey 4-1-99
(Date)State of WisconsinRacine

County

On the above date, this instrument was acknowledged before me
by the named person(s).Laura J. Hey
(Signature, Notary Public, State of Wisconsin)Laura J. Hey
(Print or Type, Notary Public, State of Wisconsin)July 30, 2000
(Date Commission Expires)Project ID 2440-01-20This instrument was drafted by Wisconsin Department of TransportationParcel No. 61REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

99 JUN -4 AM 11:04

MARK A. LADD
REGISTER OF DEEDS

This space is reserved for recording data

Return to

TRANSPORTATION DISTRICT 2
141 N.W. Barstow St.
Waukesha, WI 53188-3789

Parcel Identification Number / Tax Key Number

51-008-03-22-13-135-010

VOL
2923
PAGE
681-1680

LEGAL DESCRIPTION

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

That part of Parcel A and Parcel B of C.S.M. 1480 located in the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, recorded in Volume 4 on Page 568, in the Racine County Registry, described as follows: The North 7 feet of said Parcel A and Parcel B.

This parcel contains **0.077 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 said Parcel A and Parcel B. Excepting therefrom a three signs and a planter lying within the easement.

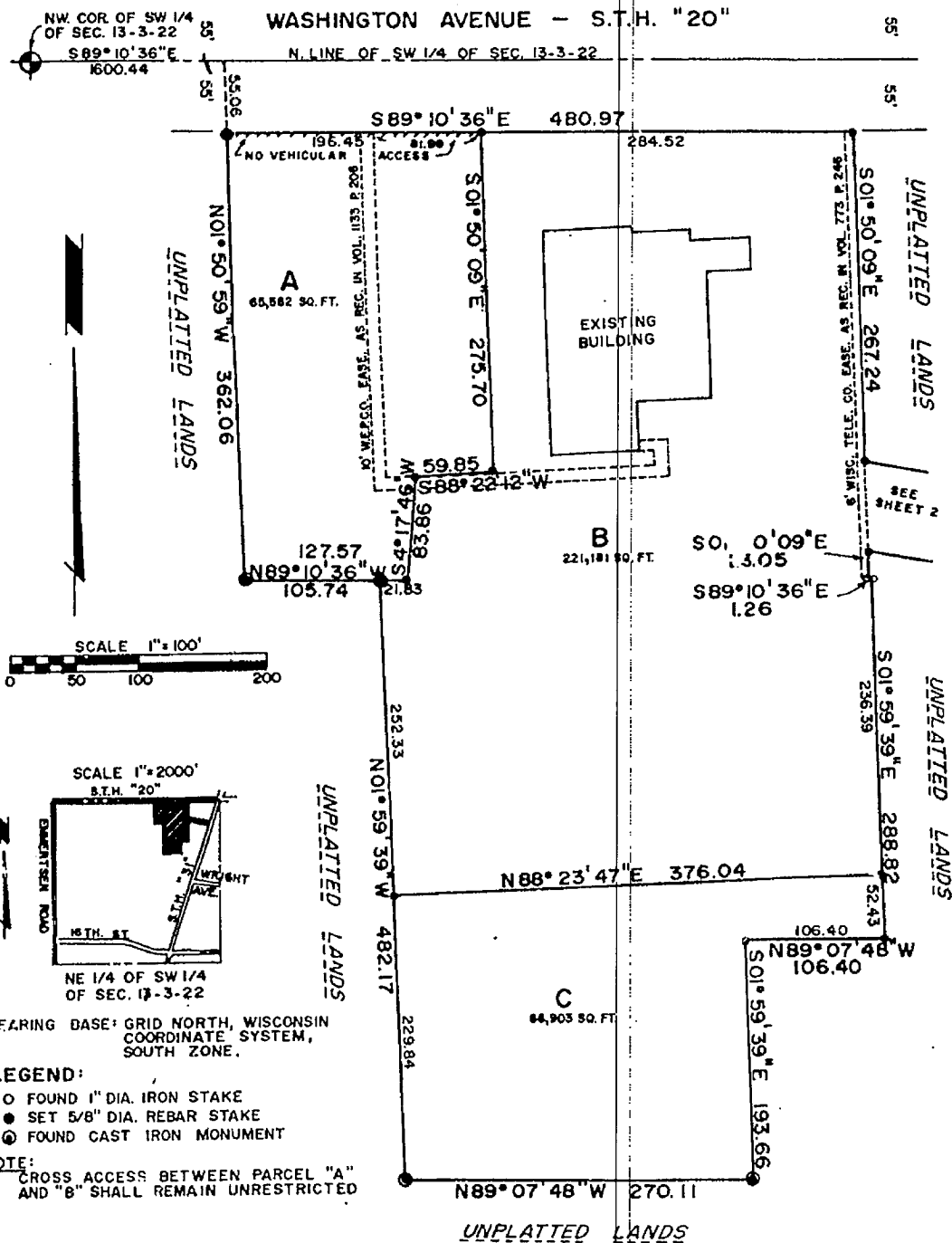
This parcel contains **0.231 acres**, more or less.

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.

1315531

1480

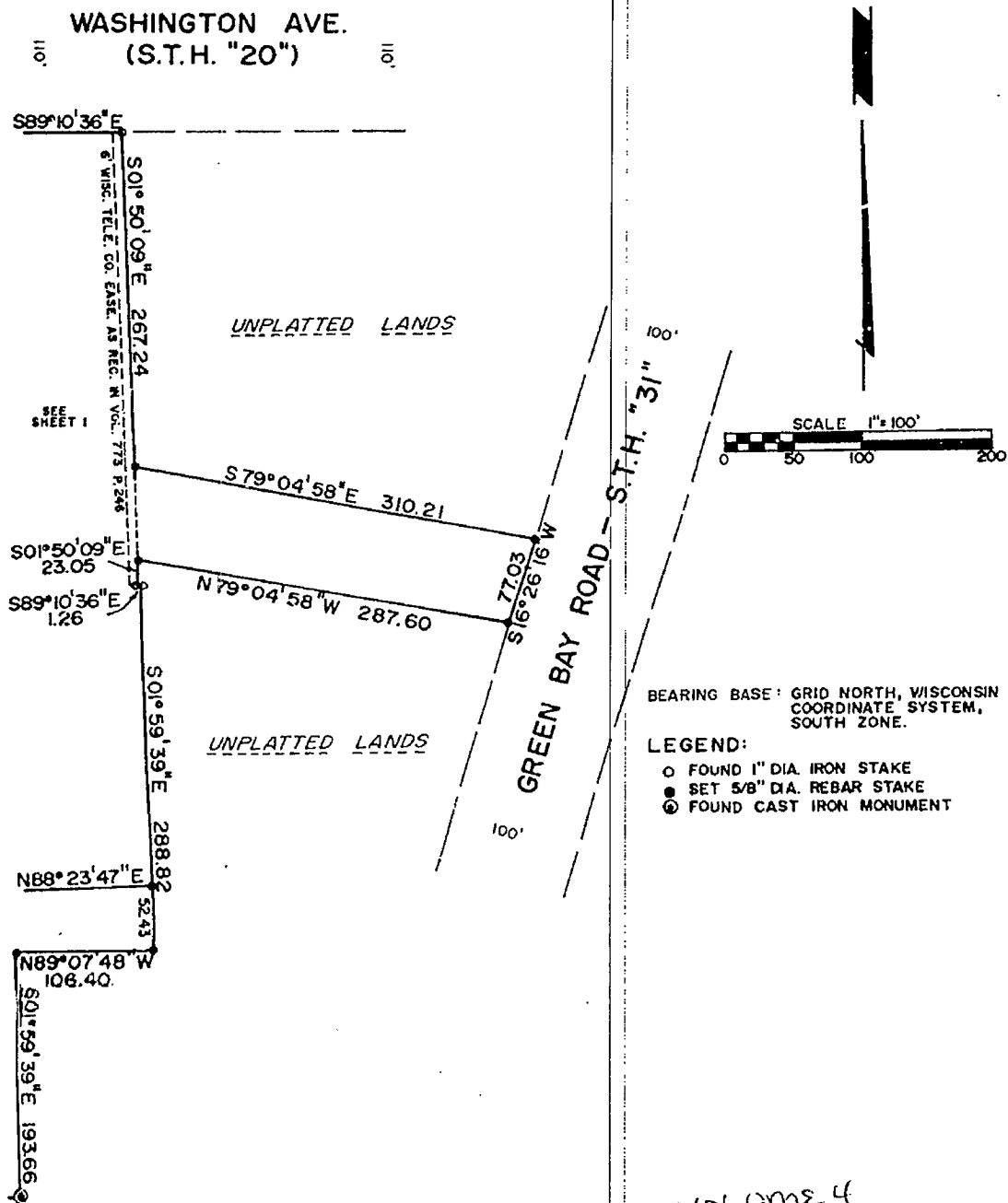
CERTIFIED SURVEY MAP NO. _____
 THAT PART OF THE NE 1/4 OF THE SW 1/4 OF SEC.
 13, T. 3 N., R. 22 E., IN THE TOWN OF MT. PLEASANT,
 RACINE COUNTY, WISCONSIN.



VOLUME 4
 PAGE 568

CERTIFIED SURVEY MAP, NO. 1480

THAT PART OF THE NE 1/4 OF THE SW 1/4 OF SEC.
13, T. 3 N., R. 22 E., IN THE TOWN OF MT. PLEASANT,
RACINE COUNTY, WISCONSIN.



CERTIFIED SURVEY MAP NO. 1480

THAT PART OF THE NE 1/4 OF THE SW 1/4 OF SEC.
13, T.3 N., R. 22 E., IN THE TOWN OF MT. PLEASANT,
RACINE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

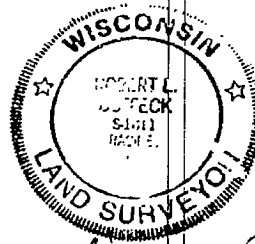
I, ROBERT L. DUFFECK, hereby certify that I have prepared this Certified Survey Map, the exterior boundaries of which are described as that part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Commence at a point on the North line of the Southwest 1/4 of said Section 13 located S89°10'36"E 1600.44 feet from a standard Racine County monument marking the Northwest corner of said Section; run thence S01°50'09"E 55.00 feet to a cast iron monument located on the South line of S.T.H. #20 marking the point of beginning of this description; run thence S89°10'36"E 480.97 feet along the South line of said Highway 20 to a 1" diameter iron pipe stake; thence S01°50'09"E 267.24 feet to a 1" diameter iron pipe stake; thence S79°04'58"E 310.21 feet to a 1" diameter iron pipe stake located on the Westerly line of S.T.H. #31; thence S16°26'16"W 70.33 feet along the Westerly line of said Highway 31 to a 1" diameter iron pipe stake; thence N79°04'58"W 287.60 feet to a 1" diameter iron pipe stake; thence S01°50'09"E 23.05 feet to a 1" diameter iron pipe stake; thence S89°10'36"E 1.26 feet to a 1" diameter iron pipe stake; thence S01°59'39"E 288.82 feet to a 1" diameter iron pipe stake; thence N89°07'48"W 106.40 feet; thence S01°59'39"E 193.66 feet to a cast iron monument; thence N89°07'48"W 270.11 feet to a cast iron monument; thence N01°59'39"W 482.17 feet to a cast iron monument; thence N89°10'36"W 105.74 feet to a cast iron monument; thence N01°50'09"W 362.05 feet to the point of beginning. Containing 8.165 acres.

THAT I have complied with the provision of Chapter 236.34 of the Wisconsin Statutes and Section 101.06 of the Mt. Pleasant Land Division Control Ordinance.

May 22, 1990

REVISED June 14, 1990

Robert L. Duffeck
Robert L. Duffeck
1339 Washington Avenue
Racine, Wisconsin 53403
(414)634-5588



TOWN'S CERTIFICATE

APPROVED as a Certified Survey Map this 11th day of June, 1990.

Joann M. Kovac
Joann M. Kovac, Clerk
TOWN OF MT. PLEASANT

OWNER:

St. Mary's Medical Center, Inc.
Edward P. DeMeulenaere, President
3801 Spring Street
Racine, Wisconsin 53405

New parcel numbers:

Parcel A: 51-008-03-22-13-135-010
Parcel B: 51-008-03-22-13-135-020
Parcel C: 51-008-03-22-13-135-030

From:

51-008-03-22-13-133-000
51-008-03-22-13-134-000
51-008-03-22-13-135-000
51-008-03-22-13-139-000
51-008-03-22-13-144-000

Register's Office
Racine County, Wis. } ss

Received for Record 18th day of July A.D. 1990 at 9:49 o'clock A.M. and recorded in Volume 51 of CSM on page 568-570

Helen M. Schuttler
Register of Deeds

VOLUME 4
PAGE 570

DOCUMENT #
1528242

VOL PAGE
2510 761

REGISTER'S OFFICE
RACINE COUNTY, WI

AFFIDAVIT OF CORRECTION

RECORDED

I, ROBERT L. DUFFECK, being first duly sworn on oath, do hereby
depose and state as follows:

26 FEB 19 PM 2:00
MARIA A. LADD
REGISTER OF DEEDS

I. THAT I am now, and at all times mentioned herein was, a
Land Surveyor registered by and with the State of Wisconsin
Examining Board for Architects, Professional Engineers, Designers
and Land Surveyors;

II. THAT as such Registered Land Surveyor I prepared Certified
Survey Map No. 1480, a recorded map in the SW $\frac{1}{4}$ of Section 13, Town
3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County,
Wisconsin.

III. THAT there are contained on Sheets 1 and 2 of said map
annotation errors which should be corrected to read as follows:

Sheet 1 of 3 Sheets

The bearing of the westernmost line (N01°50'59"W)
should be corrected to N01°50'09"W.

Sheet 2 of 3 Sheets

The distance of the easternmost line (77.03) should
be corrected to 70.33.

IV. THAT said Certified Survey Map was recorded on July 18, 1990 in
Volume 4 of Certified Survey Maps at pages 568 - 570 as Document No.
1315531.

DATED: 2/16, 1996

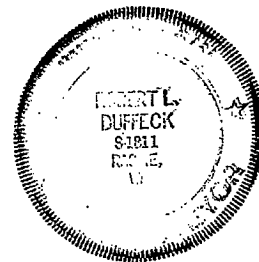
SIGNED: Robert L. Duffeck
Robert L. Duffeck

STATE OF WISCONSIN)
COUNTY OF RACINE)

Came before me this 16th day of
February, 1996, the above-named
Robert L. Duffeck, who executed the
foregoing and acknowledged the same.

Kathryn K. Eisch

Notary Public, Racine, WI
My commission expires 7/12/98



This instrument was prepared by Walter R. Madsen.

RETURN TO: NM&B
1339 Washington Ave.
Racine, WI 53403

Pcl. #008-03-22-13-135-010,
#008-03-22-13-135-020 &
#008-03-22-13-135-030

878 02-19 01 *1000

DOCUMENT NO.

VOL 762 PAGE 166

This Indenture, Made by Emil Nelson and Ethel Nelson, his wife,
 grantor Emil Nelson of Racine County, Wisconsin, hereby conveys and warrants
 to State of Wisconsin
 grantee of County, Wisconsin,
 for the sum of Five hundred Nine and no/100 (\$509.00) Dollars.

Fee title to the north 55 feet (as measured normal to the north line of the southwest one-quarter) of the east 155.16 feet of the west 1860.06 feet of the southwest one-quarter of Section 23, Township 3 North, Range 22 East.

The parcel contains approximately 0.08 acre, exclusive of lands previously conveyed or dedicated for highway purposes.

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.05, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.

Compensation for additional items of damage listed in sec. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor Emil Nelson has hereunto set their hands and seal Emil Nelson this 9th day of November, A.D., 1962.

SIGNED AND SEALED IN PRESENCE OF

Victor C. Hammer

Victor C. Hammer

Kenneth C. Suhr

Kenneth C. Suhr

Emil Nelson (SEAL)

Emil Nelson

Ethel Nelson (SEAL)

Ethel Nelson

(SEAL)

(SEAL)

STATE OF WISCONSIN

Racine

County. ss.

RECEIVED FOR RECORD

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

REGISTER OF DEEDS

COUNTY

This instrument was drafted by the State Highway Commission of Wisconsin.

Project T 065-1(3)

Personally came before me, this 9th day of November, A.D., 1962,
 the above-named Emil Nelson and Ethel Nelson

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

Victor C. Hammer
Victor C. Hammer
 (SEAL) Notary Public Waukesha County, Wisconsin
 My Commission Expires July 26, A.D., 1963

Negotiated by

Parcel No. 266

Register's Office
 Racine County, Wis.
 Received for Record
November 21, 1962
 O'clock 11 AM, and recorded in Volume 762
 of 166 pages page 166
Stanley J. Riedel
 Register of Deeds

744485

Nov. 21, 1962

762-166

744485

770012

AFFIDAVIT

STATE OF WISCONSIN
COUNTY OF RACINE

VOL 821 PAGE 118

Register's Office
Racine County, Wis. } ss.
Received for Record 22nd day of
May A.D., 1964 at 11/1
o'clock A.M. and recorded in Volume 821
of Rec. 21 on page 118-119

Stanley F. Bialecki
Register of Deeds 2.07

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 FK 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.
4. 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' 54" 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.H. 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.
8. That the recorded instruments affected by this change are as follows:

Parcel	Document	Volume of Records	Page	Owner
273	746132	766	199-200	William J. Kitto and Gladys N. Kitto
274	746436	767	47	Lily Pearce and Walter Pearce
275	746433	767	44	Eugene H. Larson and Doris M. Larson
276	745044	763	406	Albert M. Schrader and Frances D. Schrader
282	746134	766	204	Luna Tiede
283	746934	768	194	Raphael J. Carroll and Edythe M. Carroll
284	745043	763	405	Harold M. Larsen and Lorraine J. Larsen
285	745456	764	434	Emma C. Pedersen, Fulton T. Pedersen and Susanne Pedersen
286	745454	764	431	Marvin S. Pero and Eunice M. Pero
287	746703	767	484	D. R. Edwards and Laura Edwards, Col. L. C. Christensen Investment Corp. and Rose Specca
288	745042	763	404	Arthur H. Bremmer and Vera B. Bremmer
289	745041	763	403	Mae Tylo
299	747821	770	221	Leo S. Janowski and Dorothy R. Janowski

IN WITNESS WHEREOF I have hereunto set my hand and seal this 20th day of

May, 1964.

Signed and Sealed in Presence of:

James T. Fetzer (SEAL)
James T. Fetzer

Robert E. Argravés
Norman D. Oberbeck
Norman D. Oberbeck

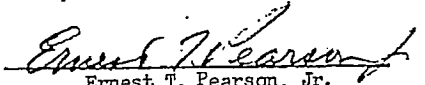
770012

821-118

May 22, 1964

(2)

Personally appeared before me this 20th day of May, 1964
the above named James T. Fetzner, to me known to be the person who executed the
foregoing instrument and acknowledged the same.


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

This instrument drafted by the
State Highway Commission of Wisconsin.



VOL 821 PAGE 119

This Indenture, Made this 29th day of November, A. D., 1962,
between R.M.C. Building Inc.
a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at
Racine, Wisconsin, party of the first part, and State of Wisconsin

part Y of the second part.
Witnesseth, That the said party of the first part, for and in consideration of the sum of
Three Thousand Six Hundred and no/100 (\$3,600.00)

to it paid by the said part Y 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 part Y of the second part,
its heirs and assigns forever, the following described real estate, situated in the County
of Racine and State of Wisconsin, to-wit:

Fee Title to the north 55 feet (as measured normal to the north line of the
southwest one-quarter) of the east 221.35 feet of the west 2081.41 feet of the south-
west one-quarter of Section 13, Township 3 North, Range 22 East.

The parcel contains approximately 0.11 acre, exclusive of lands previously
conveyed or dedicated for highway purposes.

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

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

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

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

In Witness Whereof, the said R.M.C. Building Inc.
party of the first part, has caused these presents to be signed by George N. Gillett
its President, and countersigned by Richard J. Meyer its Secretary,
at Racine, Wisconsin, and its corporate seal to be hereunto affixed, this 29th
day of November, A. D., 1962.

SIGNED AND SEALED IN PRESENCE OF

Lyman B. Gillett
Lyman B. Gillett

Dorothy M. Dykstra
Dorothy M. Dykstra

R.M.C. Building Inc.

George N. Gillett Corporate Name
COUNTERSIGNED: George N. Gillett President

Richard J. Meyer Secretary
COUNTERSIGNED: Richard J. Meyer Secretary

This instrument was drafted by State Hwy. Commission of Wisconsin VOL 763 PAGE 409

745047

763-409

Dec. 5, 1962

State of Wisconsin,

Racine County.

VOL 763 PAGE 410

Personally came before me, this 29th day of November, A. D., 1962
George N. Gillett, President, and Richard J. Mayer, Secretary
of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me
known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing
instrument as such officers as the deed of said Corporation, by its authority.

Lyman B. Gillett

Notary Public, Racine

My commission expires 12/31/64



No. 745047

RMC BLDG. INC.

TO

State of Wisconsin

Premises

Warranty Deed

This instrument should be immediately placed upon record to avoid future trouble and litigation.

REGISTER'S OFFICE,

State of Wisconsin,

Racine County,
Received for Record this 5th day of

December, A.D., 1962

at 2:38 P.M. and recorded in
Vol. 763 of Records on page 409-410

Stanley J. Bielacki
Register of Deeds

Deputy

State Highway Commission
150

This Indenture, Made by Philip Brack, Jr., and Wanita Brack, his wife,
 grantors of Racine County, Wisconsin, hereby conveys and warrants
 to State of Wisconsin
 grantee of County Wisconsin,
 for the sum of Three hundred Seven and no/100 (\$307.00) Dollars.

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 1704.90 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.

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.09, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.
 Compensation for additional items of damage listed in sec. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.30, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantors have hereunto set their hands and seals this 9th day of November, A.D., 1962

SIGNED AND SEALED IN PRESENCE OF

Victor C. Hammer
Victor C. Hammer
Kenneth C. Subr
Kenneth C. Subr

Philip Brack, Jr. (SEAL)
Wanita Brack (SEAL)
 _____ (SEAL)
 _____ (SEAL)

STATE OF WISCONSIN
Racine County, ss.

RECEIVED FOR RECORD

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

REGISTER OF DEEDS

COUNTY

This Instrument was drafted by the State Highway Commission of Wisconsin.

Project Project T.065-1(3)

Personally came before me, this 9th day of November, A.D., 1962,
 the above-named Philip Brack, Jr., and
Wanita Brack

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

Victor C. Hammer
Victor C. Hammer
 (SEAL) Notary Public Haukecha County, Wisconsin
 My Commission expires July 26, A.D., 1963

Negotiated by _____

Parcel No. 264

745165

VOL 763 PAGE 611

Received for Receipt
 of 7 day of November, A.D., 1962
 at 11:36 AM and recorded in Volume 763
 of 611 pages

Stanley F. Bielacki
 Registrar of Deeds

State Highway Commission
 210 S. West Ave
 Waukecha
 J. D. Victor C. Hammer

Dec. 7, 1962

763-611

745165

Affidavit Rec. Vol. 821 Page 118

DOCUMENT NO.

This Indenture, Made by William J. Kitto and Gladys M. Kitto, his wife
grantor S of Racine County, Wisconsin, hereby conveys and warrants
to State of Wisconsin
grantee. of County, Wisconsin,
for the sum of One hundred seventy-one and no/100 - (\$171.00) Dollars

Fee Title to that part of the northeast one-quarter 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 51.72 feet North 89°11'54" West of the center of said section; thence South 16°24'34" West 399.55 feet along the centerline of S.T.H.31 to the point of beginning of the reference line in the north property line; thence South 16°24'34" West 70.33 feet to the point of ending of the reference line in the south property line.

The parcel contains approximately 0.03 acre, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, the right to place topsoil and to seed the following described lands in order to improve the slope of said lands.

This is a temporary right, which expires upon completion of State Highway Commission of Wisconsin Project T 065-1(3). Said lands are described as:

The easterly 40 feet of the southerly 10 feet of the owners remaining property.

This deed is a corrective deed to correct a certain deed recorded in the office of the Register of Deeds, Racine County, in Volume 763, of Deeds, Page 407, Document Number 745045.

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

Compensation for additional items of damage listed in sec. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor S have hereunto set their hands and seals this 20th day of December, A.D., 1962.

SIGNED AND SEALED IN PRESENCE OF

Victor C. Hammer
Victor C. Hammer
Kenneth C. Suhr
Kenneth C. Suhr

William J. Kitto (SEAL)
William J. Kitto
Gladys M. Kitto (SEAL)
Gladys M. Kitto
(SEAL)
(SEAL)

STATE OF WISCONSIN
Racine County, ss.

RECEIVED FOR RECORD

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

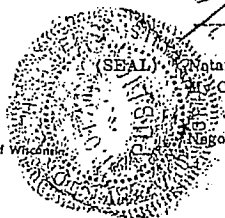
REGISTER OF DEEDS

COUNTY

This instrument was drafted by the State Highway Commission of Wisconsin

Project T065-1(3)

Personally came before me, this 20th day of December, A.D., 1962,
the above-named William J. Kitto
and Gladys M. Kitto
to me known to be the person S
who executed the foregoing instrument and acknowledged the same.



Victor C. Hammer
Victor C. Hammer
(SEAL) Notary Public, Racine County, Wisconsin
My Commission expires July 26, A.D., 1963
Negotiated by _____

Parcel No. 273

746132
766-199
Jan. 3, 1963

VOL 766 PAGE 200
746132

Register's Office } ss. *3rd*
Racine County, Wis. }
Received for Record *January 3* day of *1922*
4 o'clock P.M. and recorded in Volume *766*
of *Deeds* on page *194-200*
Stanley F. Bialicki
Register of Deeds

2.00

This Indenture, Made by William J. Kitto and Gladys M. Kitto, his wife
 grantors of Racine County, Wisconsin, hereby conveys and warrants
 to State of Wisconsin
 grantee of County, Wisconsin,
 for the sum of One hundred seventy-one and no/100 (\$171.00) Dollars.

Fee Title to that part of the northeast one-quarter 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 51.72 feet North 89°11'54" West of the center of said section; thence South 16°24'34" West 399.55 feet along the centerline of S.T.H. 31 to the point of beginning of the reference line in the north property line; thence South 16°24'34" West 70.33 feet to the point of ending of the reference line in the south property line.

The parcel contains approximately 0.03 acre, exclusive of lands previously conveyed or dedicated for highway purposes.

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

Compensation for additional items of damage listed in sec. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantors have hereunto set their hands and seals this 1st day of December, A.D., 19 62.

SIGNED AND SEALED IN PRESENCE OF

Victor C. Hammer

Victor C. Hammer

Kenneth C. Suhr

Kenneth C. Suhr

William J. Kitto (SEAL)
William J. Kitto

Gladys M. Kitto (SEAL)
Gladys M. Kitto

(SEAL)

(SEAL)

STATE OF WISCONSIN

Racine

County, ss.

Personally came before me, this 1st day of December, A.D., 19 62,

the above-named William J. Kitto and Gladys M. Kitto

to me known to be the person(s)

who executed the foregoing instrument and acknowledged the same.

RECEIVED FOR RECORD

DAY OF _____

A.D., 19____, AT _____

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

OF _____ PAGE _____

REGISTER OF DEEDS

COUNTY

This Instrument was drafted by the State Highway Commission of Wisconsin.

Project T 065-1(3)

Parcel No. 273

Register's Office
 Racine County, Wis.

Received for Record
 this 5th day of
December, A.D., 1962 at 10:36
 o'clock P.M. and recorded in Volume 160
 of Plat on page 464

Stanley J. Beal
 Register of Deeds

EASEMENT

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar,
 RMC BLDG., Inc., a Wisconsin Corporation, Party of the First Part,
 as owner of the lands hereinafter described, for itself, its
 successors and assigns, grants and conveys unto the WISCONSIN
 TELEPHONE COMPANY, Party of the Second Part, its successors and
 assigns, the right of easement to place and maintain underground
 construction, poles, wire, cable and associated equipment, all
 necessary and usual in the conduct of its business, on, over,
 beneath and within the easterly six (6) feet of land described as
 follows:

That part of the Southwest one-quarter (SW $\frac{1}{4}$) of
 Section 13, Township Three (3) North, Range Twenty-
 two (22) East. Begin at a point on the north line
 of said $\frac{1}{4}$ Section, 1860.06 feet East of the West
 $\frac{1}{4}$ corner of said Section 13, run thence South
 parallel to the West line of said Section, 417.12
 feet, thence East parallel to the North line of
 said $\frac{1}{4}$ Section, 221.35 feet, thence North 417.12
 feet to the North line of said SW $\frac{1}{4}$ 478.5 feet
 West of the center line of Green Bay Road, thence
 West along the said North line 221.35 feet to the
 place of beginning, said land being in the Town of
 Mt. Pleasant, Racine County, Wisconsin.

With the right of ingress and egress for the purpose of
 exercising the rights herein granted.

IN WITNESS WHEREOF said RMC BLDG. INC. has caused these
 presents to be signed by its officers authorized so to do, and its
 corporate seal to be hereunto affixed this 15th day of March,
 A. D. 1963.

RMC BLDG., INC.

By George N. Gillett President

Countersigned

Richard J. Mayer Secretary

In the presence of:

Lyman B. GillettDorothy M. Dykstra
Dorothy M. Dykstra

749153

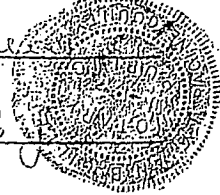
773-246

March 19, 1963

STATE OF WISCONSIN)
COUNTY OF RACINE) SS

Personally appeared before me this 15th day of March,
A. D. 1963, George N. Gillett, President, and Richard J. Mayer,
Secretary of RMC BLDG., INC., respectively, to me known to be
the persons who executed the instrument hereof and acknowledged
the same.

Lyman B. Gillett
Lyman B. Gillett
Notary Public,
Racine County, Wisconsin
My commission expires 12/31/64



THIS INSTRUMENT
DRAFTED BY
WISCONSIN TELEPHONE CO.

749153

Register's Office
Racine County, Wis. } ss.
Received for Record 19th day of
March A.D., 1963 at 10:30
o'clock A.M. and recorded in Volume 773
of Racine on page 247.

Stanley J. Bialecki
Registrar of Deeds

2.00

VOL 773 PAGE 247

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) to it paid, the receipt whereof is hereby acknowledged, R M C BLDG., INC.
a corporation, does hereby give and grant to

WISCONSIN ELECTRIC POWER COMPANY

its successors and assigns, the right, permission and authority to construct, erect, operate, maintain and replace a line of poles together with the necessary anchors, guy wires, and brace poles, and other appliances necessary and usual in the conduct of its business, and to string, maintain and replace wires thereon for the purpose of supplying light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used upon, over

and across the west twelve (12) feet of the north two hundred thirty (230) feet of our premises in the Southwest one-quarter (SW $\frac{1}{4}$) of Section numbered Thirteen (13), Township numbered Three (3) North, Range numbered Twenty-two (22) East, Town of Mount Pleasant, Racine County, Wisconsin; said premises being more particularly described in that certain Warranty Deed recorded in the office of the Registrar of Deeds for Racine County in Volume 668 of Deeds on Page 87 as Document No. 716763;

and to trim and keep trimmed all trees along the line upon its said premises so that they will clear wires strung not less than eighteen (18) feet above ground by as much as 5 feet and so that the trees will not be liable to interfere with the transmission of electricity over said line. Permission is also granted said Company to enter upon said premises to do the work contemplated, to maintain and replace said line and to trim trees.

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

IN WITNESS WHEREOF, the said R M C BLDG., INC.

has caused these presents to be signed by its President and countersigned by its Secretary
and its corporate seal hereunto affixed this 28th day of March, 19 63

In Presence of:

Lyman B. Gillett
Lyman B. Gillett
Dorothy M. Dykstra
Dorothy M. Dykstra

R. M. C. BLDG., INC.
By G. N. Gillett President.
COUNTERSIGNED
By R. J. Mayer Secretary.

STATE OF WISCONSIN } ss.
Racine County }

Personally came before me, this 28th day of March, 19 63,

G. N. Gillett, M.D. President, and R. J. Mayer, M.D.

Secretary, of the above named corporation,

known to me to be the persons who executed the foregoing instrument and to me known to be such

President and Secretary of said corporation, and acknowledged that they executed the foregoing in-

strument as such officers, as the deed of said corporation, by its authority.

APPROVED:

INITIALS	DATE
<u>JM</u>	<u>3/21/63</u>

Lyman B. Gillett
Notary Public, Racine

My commission ~~is~~ is permanent

THIS INSTRUMENT WAS DRAFTED BY C. D. FOSTER
ON BEHALF OF WISCONSIN ELECTRIC POWER COMPANY

150
L.D.O. - 290-Racine
Chg. Acct. Wt 277
Return to E. D. MISSELOW
Real Estate Dept., 221 W. Michigan St.
MILWAUKEE 1, WIS.

Stanley J. Bialkowski
Registrar of Deeds
Racine County, Wis.
Received for Record
Ad. 163 at 1:54
of 163-163 on page 200

Pole line rights over premises
in the SW $\frac{1}{4}$ of Section 13-3-22,
Town of Mount Pleasant, Racine
County, Wisconsin

EASEMENT

WISCONSIN ELECTRIC
POWER COMPANY

R M C BLDG., INC.

Doc. No. 750870

750870

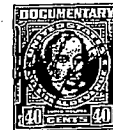
777-200

April 26, 1973

This Indenture, Made this 30th day of January, A. D., 1961
 between A. Jerome Dawson and Ethel C. Dawson, also known as Ethel Dawson,
his wife, part ies of the first part and
George N. Gillett, Robert B. Leitschuh, Richard J. Mayer and Raymond E.
Skupniewicz, co-partners d/b/a Racine Medical Clinic, part ies of the second part,
 Witnesseth, That the said part ies of the first part, for and in consideration of the sum of One (\$1.00)
Dollar and other good and valuable consideration
 to them in hand paid by the said part ies of the second part, the receipt whereof is hereby confessed and acknowledged,
 have ve given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant,
 bargain, sell, remise, release, alien, convey and confirm unto the said part ies 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, described as
 follows: Begin at a point on the North line
 of said 1/4 Section, 1860.06 feet East of the
 West 1/4 corner of said Section 13; run thence
 South parallel to the West line of said Section,
 417.12 feet; thence East parallel to the North
 line of said 1/4 Section, 221.35 feet; thence
 North 417.12 feet to the North line of said
 Southwest 1/4, 478.5 feet West of the center
 line of Green Bay Road; thence West along the
 said North line 221.35 feet to the place of
 beginning. Said land being in the Town of
 Mt. Pleasant, Racine County, Wisconsin.



This deed prepared by Roy D. Stewart, Attorney, of Beck & Stewart, 201
 Sixth Street, Racine, Wisconsin.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all estate
 right, title, interest, claim or demand whatsoever, of the said part ies 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 part ies
their heirs and assigns FOREVER.

And the said A. Jerome Dawson and Ethel C. Dawson, also known as Ethel
Dawson, his wife,
 for themselves, their heirs, executors and administrators, do covenant, grant, bargain, and agree to and
 with the said part ies of the second part their heirs and assigns, that at the time of the ensembling 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 part ies of the second part, their heirs
 and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever WARRANT
 AND DEFEND.

In Witness Whereof, the said part ies of the first part do have hereunto set their hand S and
 seal S this 30th day of January, A. D., 1961.

SIGNED AND SEALED IN PRESENCE OF

Roy D. Stewart
 Roy D. Stewart

Robert G. Riegelman
 Robert G. Riegelman

A. Jerome Dawson (SEAL)

Ethel C. Dawson (SEAL)
 Ethel C. Dawson

(SEAL)

(SEAL)

STATE OF WISCONSIN,
 Racine

County, 30th day of January, A. D., 1961

Personally came before me, this 30th day of January, A. D., 1961
 the above named A. Jerome Dawson and Ethel C. Dawson, his wife,

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

Received for Record this 30th day of January, A. D., 1961 at 10 o'clock M

(SEAL)

Roy D. Stewart
 Roy D. Stewart

Register of Deeds

Nobly Public, Racine County, Wis.

My Commission expires Permanent Commission

Deputy Register of Deeds

668-87

Feb. 2, 1961

716763

VOL 668 PAGE 88

716763

NO.

A. Jerome Dawson and
Ethel C. Dawson, also
known as Ethel Dawson,
his wife,

TO

George N. Gillett, Robert
B. Leitschuh, Richard J.
Mayer and Raymond C.
Skupniewicz, copartners
~~d/b/a Racine Medical Clinic~~

WARRANTY DEED

REGISTER'S OFFICE,
STATE OF WISCONSIN,

Racine County.

Received for Record this 2nd day of

February A. D., 1961,

at 4:30 P. o'clock P. M., and recorded

in Vol. 668 of Deeds on Pages 87-88

Stanley J. Bialecki
Register of Deeds.

Deputy.

RETURN TO

UNION SAVINGS & LOAN

FOR AND IN CONSIDERATION of the sum of One and no/100 Dollars (\$ 1.00)
to it paid, the receipt whereof is hereby acknowledged,
RACINE MEDICAL BUILDING TRUST VOL 1133 PAGE 206

grantor, does hereby give and grant to

Easement No. 101

WISCONSIN ELECTRIC POWER COMPANY,

grantee, its successors and assigns, the right, permission and authority to construct, install, operate, maintain and replace conduit and cables underground ~~and other necessary~~ for the purpose of transmitting electrical energy for light, heat, power and signals, or for such other purpose as electric current is now or

may hereafter be used, upon, in and under strips of land varying in width and being a part of its premises in the Southwest one-quarter (SW¹/₄) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, Town of Mt. Pleasant, Racine County, Wisconsin; said strips to be as shown on the drawing attached hereto, marked Exhibit "A" and made a part hereof; also the right to construct, install, operate, maintain and replace an electric pad-mounted transformer enclosure, together with a concrete slab, transformer, secondary power pedestal, and other necessary and usual appurtenant equipment, all for the aforesaid purposes, in the above described easement area; also the right, permission and authority to install, maintain and replace one (1) pole, together with the necessary riser equipment and anchors and guy wires in the above described easement area, ~~as shown on the drawing attached hereto, marked Exhibit "A" and made a part hereof.~~
The easement area shall be as shown on the drawing annexed hereto, marked Exhibit "A" and made a part hereof.

The right, permission and authority is also granted said grantee to enter upon said premises of the grantor for the purpose of exercising the rights herein acquired, ~~but the grantee agrees to restore the premises to the condition in which they were found at the time of entry.~~

IN WITNESS WHEREOF, the said RACINE MEDICAL BUILDING TRUST

has caused these presents to be signed
by its _____ and countersigned by its _____
and its corporate seal hereunto affixed this 17 day of April, 1972

In Presence of:

A. M. Parrish
A. M. Parrish

RACINE MEDICAL BUILDING TRUST

By G. N. Gillett M.D.
G. N. Gillett M.D.

COUNTERSIGNED:

By Roger D. Laycock
Roger D. Laycock

STATE OF WISCONSIN

Racine County

Personally came before me this 17 day of April, 1972,

G. N. GILLETT
and ROGER D. LAYCOCK

_____ of the above named _____ corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such _____ and _____ of said _____ corporation, and acknowledged

that they executed the foregoing instrument as such officers, as the deed of said _____ corporation, by its authority.

I.D.O. 503R
6-10 81-5006

INITIALS	DATE
<u>MG</u>	<u>1-3-72</u>

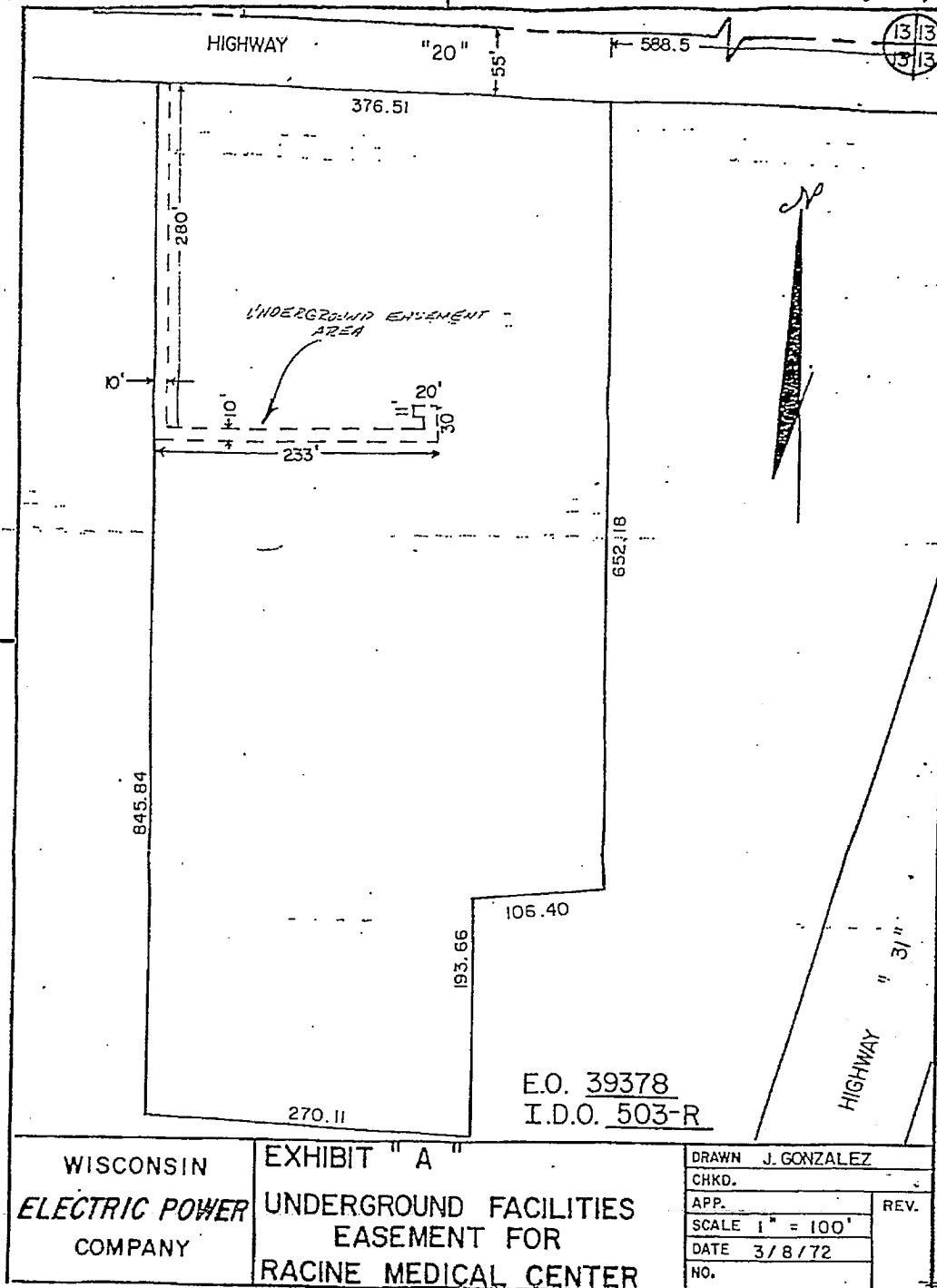
Aurilie J. Frasier
Aurilie J. Frasier
Notary Public, Racine County, Wis.
My commission expires July 20, 1975

This instrument was drafted by R. G. Pollock on behalf of Wisconsin Electric Power Company.

901133

1133-206

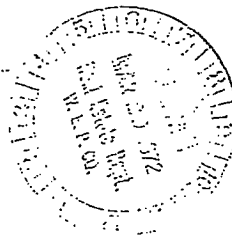
May 17, 1972



901133
 Registrar's Office } ss.
 Racine County, Wis.
 Received for Record 17 day of
May A.D., 19 72 at 11:01
 o'clock A.M. and recorded in Volume 1133
 of Records on page 206-207

Stanley J. Bialecki
 Registrar of Deeds

vol 1133 2073 3.00



GRANT OF EASEMENT

This Grant of Easement executed this 2nd day of October 1974, from WILLIAM J. KITTO and GLADYS M. KITTO, HIS WIFE, herein called "GRANTOR" to the CITY OF RACINE WATER DEPARTMENT, a municipal corporation, herein called "GRANTEE",

WITNESSETH:

That Grantor grants to grantee perpetual easement for utility purposes upon the following real estate:

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 West 1/4 corner of said Section 13; run thence S89°10'36"E 2509.69 feet along the East-West 1/4 line of said Section 13; thence S16°24'16"W 391.81 feet along the West line of S.T.H. #31 right-of-way to a 3/4" diameter iron pipe stake and the point of beginning of this description; continue thence S16°24'16"W 70.33 feet along said right-of-way; thence N79°04'58"W 10.05 feet; thence N16°24'16"E 70.33 feet; thence S79°04'58"E 10.05 feet to the point of beginning.

and to install and maintain beneath the surface of said real estate a main or mains for water service.

That for the purpose of installing and maintaining any such main, Grantee may come upon said real estate, dig trenches thereon, and remove any trees, bushes or other obstructions which interfere with the installation or maintenance of any said mains. Grantee agrees to restore the premises, as nearly as possible, to the condition thereof prior to any entry, or exercise of any rights granted hereunder, by Grantee, provided, however, that Grantee shall not be obligated to replant or restore any trees, shrubs or other obstructions removed by it in the reasonable exercise of its rights under this Easement.

This Easement shall be binding on and/or inure to the benefit of Grantor, his or her successors and assigns and of Grantee and its successors, but Grantee shall have no right to assign this Easement.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement on the day first above written.

In the Presence of:

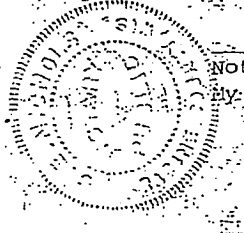
Joseph J. Blessinger
R. E. Dye

William J. Kitto
WILLIAM J. KITTO
Gladys M. Kitto
GLADYS M. KITTO

STATE OF WISCONSIN)
RACINE COUNTY) SS.

Personally came before me this 2nd day of October, 1974, William J. Kitto and Gladys M. Kitto, his wife to me known to be such person and acknowledged that they executed the foregoing instrument as his or her free act and deed.

Drafted by
William E. Dye, Esq.



C. E. Dye
Notary Public, Racine County, Wisconsin
My commission is/expires: 3/21/76

VOL 1242 PAGE 3

1974-14221 sh:1-1

9471165

1242-3

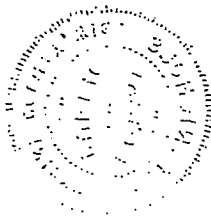
Oct. 5, 1974

VEL 1242 PAGE 4

947165

Register's Office } SS.
Racine County, Wis. }
Received for Record 15th day of
October A.D., 1924 at 11/6
o'clock A. M. and recorded in Volume 1242
of Records on page 3 + 4

Stanley J. Bialecki
Register of Deeds



B

TERMINABLE EASEMENT

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").

W I T N E S S E T H:

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:

1. 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.

Return: CC KK

1133477

1690-168

Sept. 22, 1983

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.

4. Reference is made to a certain agreement dated June 13, 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

By Carl E. Whitman
Carl E. Whitman, Sr. Vice President

Robert B. Leitschuh
Robert B. Leitschuh, Trustee

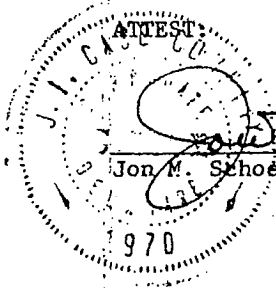
Jon M. Schoeffel
Jon M. Schoeffel, Assistant Secretary

Richard J. Mayer
Richard J. Mayer, Trustee

Raymond E. Skupniewicz
Raymond E. Skupniewicz, Trustee

James J. Pellizzi
James J. Pellizzi, Trustee

Roger D. Lacock
Roger D. Lacock, Trustee



STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

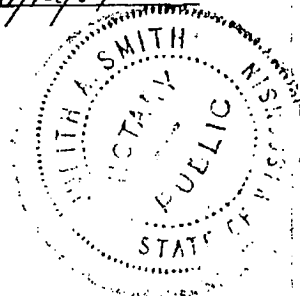
On this the 13th day of June, 1983, before me a Notary Public in and for the State of Wisconsin, personally appeared Carl E. Whitman and Jon M. Schoeffel, to me personally known, who being by me duly sworn, did say that they are a Senior Vice President and an Assistant Secretary, respectively, of J. 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.

Darcy A. Pylikas
Notary Public, Racine County, Wisconsin
My Commission Expires: 4-5-87
Darcy A. Pylikas

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

On this the 9th day of June, 1983, 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.

Judith A. Smith
Notary Public, Racine County, Wisconsin
My Commission Expires: 8/12/84
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.

SCHEDULE 2

PARCEL 1: 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 links 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.

PARCEL 2: That part of the Southwest 1/4 of Section 13, Township 3 North, 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 1/4 104.46 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 to 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.

Register's Office } SS 1133477
Racine County, Wis. }
Received for Record 22nd day of
September A.D. 1983 at 8:17
o'clock P. M. and recorded in Volume 1690
of Records on page 168-172

Helmut M. Schuttner
Register of Deeds

VOL 1690 PAGE 172

12.00

DECLARATION OF EASEMENTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS AND RESTRICTIONS (this "Declaration") is made as of the 17th day of July, 1990 by St. Mary's Medical Center, Inc., a Wisconsin corporation ("Declarant")

RECITALS

Declarant owns Parcel A and Parcel B of Certified Survey Map No. 1480, as recorded with the Racine County Register of Deeds on the 18th day of JULY, 1990 as Document No. 135531, a copy of which is attached hereto as Exhibit A. Declarant desires to create cross-access easements benefiting and burdening such parcels, and a restriction on access from Parcel A to State Trunk Highway 20.

DECLARATION

NOW, THEREFORE, by virtue of its ownership of Parcel A and Parcel B, Declarant hereby declares, creates and establishes cross-access easements burdening and benefiting Parcel A, Parcel B, the owners of such parcels (the "Owners"), and the Owners' heirs, successors and assigns; and a restriction burdening Parcel A, its Owner, and such Owner's heirs, successors and assigns, as follows:

1. Easements. Declarant hereby declares and establishes the following easements ("Easements"):

(a) A non-exclusive right of ingress and egress over and upon any access points to State Trunk Highways 20 and 31 on Parcel B as currently located or as may hereafter be established, for purposes of vehicular and pedestrian access to and from Parcel A by the Parcel A Owner and such Owner's employees, contractors, customers and invitees; and

(b) A reciprocal right of cross traffic flow over and across paved drives, roadways and parking lots, as currently located or as may hereafter be established, on both Parcels A and B for the benefit of the respective Owners of such Parcels and their employees, contractors, customers and invitees. Such right is expressly restricted to traffic flow and shall not be deemed or construed to include a right for any Owner to park on the other Owner's Parcel.

2. Operating Covenants. Each Owner shall maintain driveways and parking areas located on its parcel in good order, condition, and state of repair consistent with good commercial practice, so as not to interfere with the use of the Easements. Such obligations shall include, without limitation:

Tax Key No: Parcel A 51-008-03-22-13-135-010
Parcel B 51-008-03-22-13-135-020

VOL 2023 PAGE 921

Register's Office }
Racine County, Wis. } SS
Received for Record 18th day of July A.D. 19 90 at 1:45 o'clock P.M. and recorded in Volume 2023 of Record on page 921-925

16 - Heinrich M. Schuttler
Register of Deeds

(a) Keeping such driveway and parking areas in a clean, uncluttered and orderly condition;

(b) Removing, to the extent practicable, snow, ice, and surface waters;

(c) Repairing, maintaining, and replacing paving on such parcels as may be necessary for the use of the Easements, and to preserve any aesthetically pleasing appearance; and

(d) Performing such other duties and providing such other services with respect to such improvements as are at least equal in kind and character as those generally provided with respect to developments of similar character and quality in the Racine metropolitan area.

Notwithstanding the foregoing, neither Owner shall be required to construct any improvements on such Owner's parcel that are not in existence on the date of this Declaration.

3. Insurance.

(a) Each Owner shall maintain public liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) single limit, during the term of this Declaration covering personal injury and property damage occurring on or about its parcel including, without limitation, use of the Easements. Such policy or policies as carried by each Owner shall, to the extent economically feasible, name the other Owner as an additional insured as to occurrences, claims or injuries resulting from or alleged to result from exercise of rights conferred under this Declaration.

(b) Each Owner for itself and its insurer hereby waives, releases and discharges the other party from claims or demands, which the waiving party may have arising from negligence or fault of the other and further agrees to have its insurer include a waiver of subrogation rights as to losses, claims or demands by any party as arise from the exercise of rights conferred under this Declaration.

4. Access Restrictions. Declarant hereby restricts Parcel A such that there shall be no access to State Trunk Highway 20 across the northern boundary line of Parcel A.

5. Term. The term of this Declaration shall commence upon the date of its filing for record with the Racine County Register of Deeds and, except as otherwise provided below, shall run with the lands described on Exhibit A forever and shall not terminate except upon the recordation of a written instrument signed by all the then Owners of Parcels A and B together with the consent of all

lienholders as to such Parcels and further, with the consent of the Town of Mt. Pleasant or its successor or assign.

6. General Provisions.

(a) The headings in this Declaration are for convenience and reference only and in no way define or limit the scope and content of this Declaration or in any way affect its provisions.

(b) If any provision of this Declaration or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application thereof shall not be affected thereby, and each other provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

(c) No agreement shall be effective to amend, supplement, or waive, this Declaration in whole or in part, unless such agreement is in writing, signed by the parties to be bound, and recorded with the Racine County Register of Deeds. No termination of this Declaration shall be effective except in the form and with the consent of parties identified in Paragraph 4 above and all of the restrictions, covenants, and agreements set forth in this Declaration shall run with the lands is described in Exhibit A and shall bind and benefit Declarant and its successors and assigns to Parcel A and Parcel B unless terminated or amended as set forth above.

7. Conveyance. Upon conveyance of all or any portion of Parcel A and Parcel B, the transferor shall be relieved of any further liability under this Declaration arising on or after the date of transfer with respect to the parcel conveyed and the transferee shall be deemed to have assumed all obligations of the transferor under this Declaration relating to such parcel without need for execution of any instrument of assignment and/or assumption.

Executed as of the date first written above.

ST. MARY'S MEDICAL CENTER, INC.
("Declarant")

By: Edward P. DeMeulenaere
Edward P. DeMeulenaere, its
President

Attest:

Michael Simpson
Michael Simpson, its
Director of Marketing

STATE OF WISCONSIN)
RACINE COUNTY) SS

This instrument was acknowledged before me this 17th day of July, 1990 by Edward P. DeMeulenaere and Michael Simpson, President and Director of Marketing, respectively, of St. Mary's Medical Center, Inc.

Donna Kratochvil
Notary Public, State of Wisconsin
My Commission: 4-17-94
Donna Kratochvil

CONSENT AND SUBORDINATION

St. Luke's Memorial Hospital, Inc., a Wisconsin corporation, as Tenant under the lease of Parcel B of Certified Survey Map No. 1480, hereby consents to the foregoing Declaration of Easements and Restriction and subordinates its interest in Parcel B to such Declaration and approves of such Declaration by St. Mary's Medical Center, Inc., its Landlord. This consent and subordination is not intended and shall not be construed to modify or supplement such lease in any way nor to create additional rights in favor of such Tenant under or in connection with such lease.

St. Luke's Memorial Hospital, Inc.

By: Raymond DiJulio
President, its
Raymond DiJulio
President

Attest: Pat Boelter
Dr. of Devel. & P.R., its

STATE OF WISCONSIN)
) SS
RACINE COUNTY)

This instrument was acknowledged before me this 17th day of July, 1990 by Raymond DiLullo and Pat Boelter, as President and Dr. of Development PR, respectively, of St. Luke's Memorial Hospital, Inc..

Donna Kratochvil
Notary Public, State of Wisconsin
My Commission: 4-17-94
Donna Kratochvil

This Instrument was Drafted by and
should be returned to:

Douglas G. French
MICHAEL, BEST & FRIEDRICH
100 East Wisconsin Avenue
Milwaukee, WI 53202
Telephone: 414/271-6560

Register's Office
Racine County, Wis.

SS

1318349

Received for Record 20th day of August A.D. 1990 at 1:11 o'clock P.M. and recorded in Volume 2029 of Records on page 440
442

Helen M. Schuttler

Register of Deeds

GRANT OF EASEMENT

90 This Grant of Easement, executed this 27th day of June, 1989, from Racine Medical Building Trust, "Grantor", to the TOWN OF MT. PLEASANT, the CITY OF RACINE and/or CITY OF RACINE WATER DEPARTMENT, municipal corporations, herein called "Grantees",

WITNESSETH:

That Grantor grants to Grantees perpetual easement for utility purposes upon the following real estate:

Part of the Southwest 1/4 of Section 13, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin, described as:

Commencing at the West 1/4 corner of said Section 13; thence South 89° 11' 54" East along the East-West 1/4 Section line, 1860.06 feet more or less; thence South, 55.00 feet to the Northwest corner of Grantor's property and the point of beginning and North line of a five (5) foot wide permanent and perpetual water main easement; thence South 89° 11' 54" East along the South right-of-way line of Washington Avenue (S.T.H. "20"), 221.35 feet to the Northeast corner of Grantor's property and the point of ending of said easement (See attached Exhibit "A").

Also, a thirty (30) foot wide temporary construction easement, adjacent to and South of the above described permanent easement.

Pt Parcel 008-03-22-13-135-000

and to install and maintain beneath the surface of said real estate a main or mains for water service.

That for the purpose of installing and maintaining any such main, Grantees may come upon said real estate, dig trenches thereon, and remove any trees, bushes or other obstructions which interfere with the installation or maintenance of any said mains. Grantees agree to restore the premises, as nearly as possible, to the condition thereof prior to any entry, or exercise of any rights granted hereunder, by Grantees, provided, however, that Grantees shall not be obligated to replant or restore any trees, shrubs or other obstructions removed by it in the reasonable exercise of its rights under this Easement.

This Easement shall be binding on and/or inure to the benefit of Grantor, its successors and assigns and of Grantees and their successors.

VOL 2029 PAGE 440

1860

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IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement on the day first above written.

In the presence of:

RACINE MEDICAL BUILDING TRUST

By: Edward P. He. Meulmeire

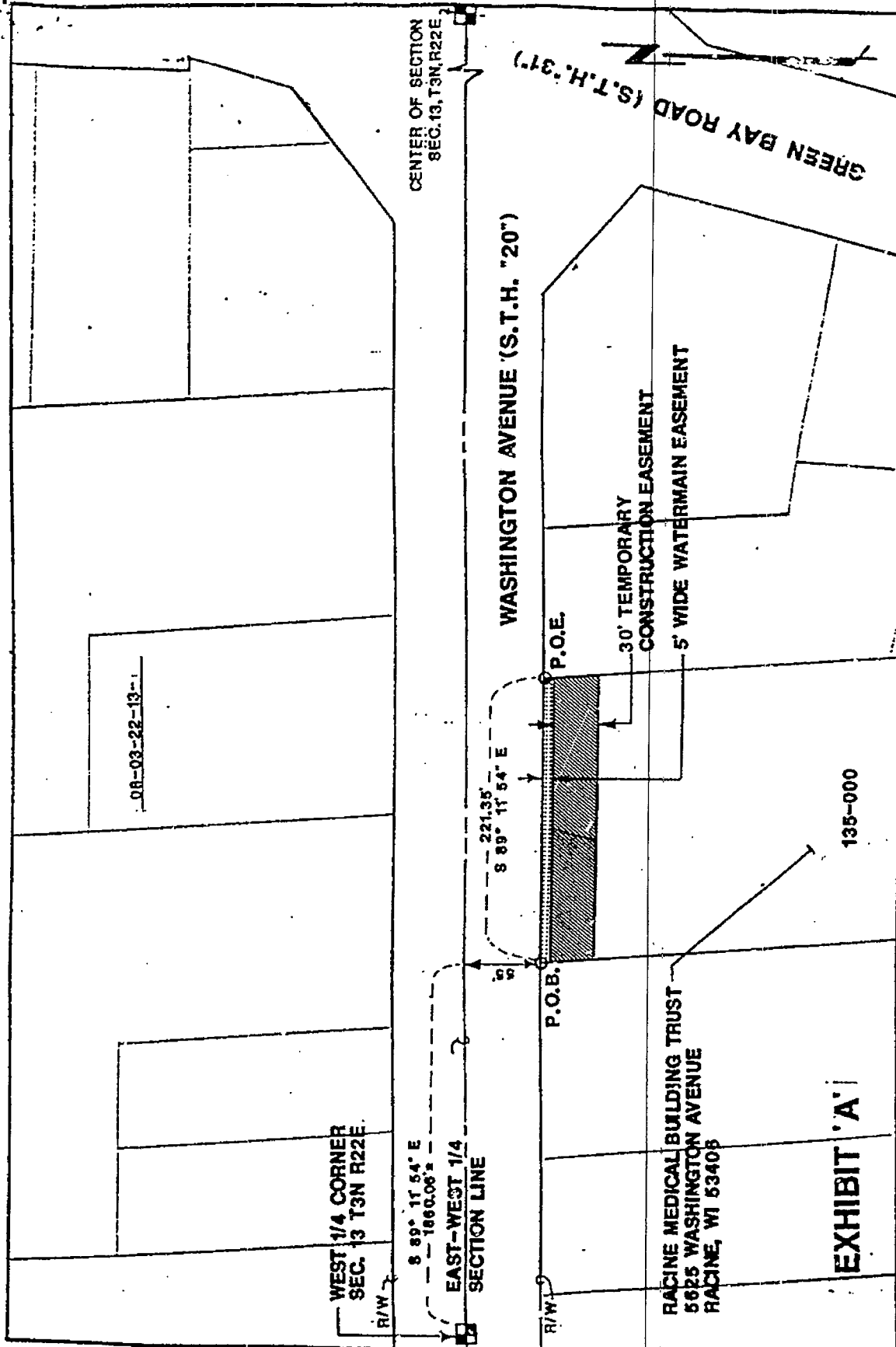
Judith R. Dand

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this 27 day of June, 1989,
of Racine Medical Building Trust, to me known to
be such person and acknowledged that he/she executed the foregoing
instrument as his or her free act and deed.

Wm. E. Dye
Notary Public, Racine County, WI
My commission is/expires: 6/92

Drafted by
William E. Dye, Esq.



P.N. 89066	WATER MAIN EASEMENT
LOCATION: SW 1/4, SECTION 13, TOWN 3 NORTH, RANGE 22 EAST TOWN OF MT. PLEASANT RACINE CO., WI	
SCALE: 1"=100' DATE: JULY 1989 DRAWN BY: V. THOMPSON	

CRISPELL-SNYDER, INC.

CONSULTING ENGINEERS
114 N. COURT STREET, ELMHORN, WI 53121
TEL (414) 723-6800 FAX (414) 723-6106

Register's Office
Racine County, Wis. } SS

Received for Record 20th day of August A.D. 1990 at 1:15
o'clock P. M. and recorded in Volume 2029
of Records on page 446
448

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Dye 35

Helmut M. Schuttler

Register of Deeds.

GRANT OF EASEMENT

90 This Grant of Easement, executed this 27th day of June,
1989, from Racine Medical Building Trust, "Grantor", to the TOWN
OF MT. PLEASANT, the CITY OF RACINE and/or CITY OF RACINE WATER
DEPARTMENT, municipal corporations, herein called "Grantees",

WITNESSETH:

That Grantor grants to Grantees perpetual easement for utility
purposes upon the following real estate:

Part of the Southwest 1/4 of Section 13, Town 3 North, Range 22
East, Town of Mt. Pleasant, Racine County, Wisconsin, described
as:

Commencing at the West 1/4 corner of said Section 13; thence
South 89° 11' 54" East along the East-West 1/4 Section line,
1704.90 feet more or less; thence South, 55.00 feet to the North-
west corner of Grantor's property and the point of beginning and
North line of a five (5) foot wide permanent and perpetual water
main easement; thence South 89° 11' 54" East along the South
right-of-way line of Washington Avenue (S.T.H. "20"), 155.16 feet
to the Northeast corner of Grantor's property and the point of
ending of said easement (See attached Exhibit "A").

Also, a thirty (30) foot wide temporary construction easement,
adjacent to and South of the above described permanent easement.

py
Parcel 008-03-22-13-134-000

and to install and maintain beneath the surface of said real estate
a main or mains for water service.

That for the purpose of installing and maintaining any such
main, Grantees may come upon said real estate, dig trenches
thereon, and remove any trees, bushes or other obstructions which
interfere with the installation or maintenance of any said mains.
Grantees agree to restore the premises, as nearly as possible, to
the condition thereof prior to any entry, or exercise of any rights
granted hereunder, by Grantees, provided, however, that Grantees
shall not be obligated to replant or restore any trees, shrubs or
other obstructions removed by it in the reasonable exercise of its
rights under this Easement.

This Easement shall be binding on and/or inure to the benefit
of Grantor, its successors and assigns and of Grantees and their
successors.

VOL 2029 PAGE 446

1860 08 20

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IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement on the day first above written.

In the presence of:

RACINE MEDICAL BUILDING TRUST

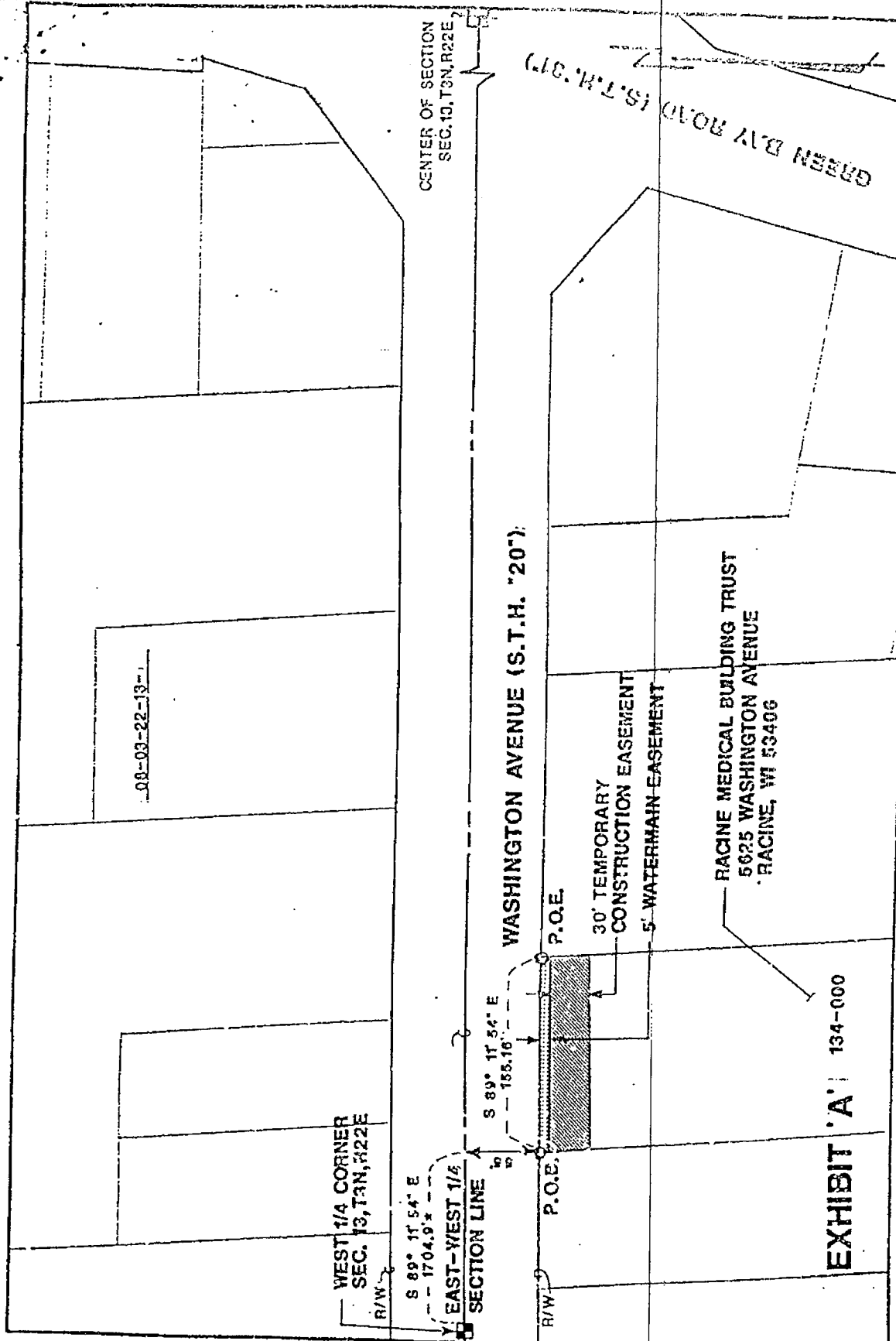
By: Edward P. Omeulden

William E. Dye
STATE OF WISCONSIN)
COUNTY OF RACINE) SS

Personally came before me this 27 day of JUNE, 1998,
of Racine Medical Building Trust, to me known to
be such person and acknowledged that he/she executed the foregoing
instrument as his or her free act and deed.

Mary Ann Batt
Notary Public, Racine County, WI
My commission is/expires: 6.92

Drafted by
William E. Dye, Esq.



CRISPELL-SNYDER, INC.		WATER MAIN EASEMENT		P.N. 89066
CONSULTING ENGINEERS				
114 W. COURT STREET, ELKHORN, WI 53121		LOCATION: SW 1/4, SECTION 13, TOWN 3 NORTH, RANGE 22 EAST		
TEL (414) 723-6000 FAX 1 (414) 723-5106		TOWN OF MT. PLEASANT RACINE CO., WI		
		SCALE: 1"=100'		
		DATE: JULY 1989		
		DRAWN BY: V. THOMPSON		

1318352

Register's Office
Racine County, Wis.

Received for Record

A.D. 1970

at 1:17

o'clock P.M. and recorded in Volume 2029

of Records on page 449

GRANT OF EASEMENT

12- *Heinrich Schuttler*
 This Grant of Easement, executed this 21st day of June, 1989, from Racine Medical Building Trust "Grantor", to the TOWN OF MT. PLEASANT, the CITY OF RACINE and/or CITY OF RACINE WATER DEPARTMENT, municipal corporations, herein called "Grantees",

WITNESSETH:

That Grantor grants to Grantees perpetual easement for utility purposes upon the following real estate:

Part of the Southwest 1/4 of Section 13, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin, described as:

Commencing at the West 1/4 corner of said Section 13; thence South 89° 11' 54" East along the East-West 1/4 Section line, 1600.00 feet more or less; thence South, 55.00 feet to the Northwest corner of Grantor's property and the point of beginning and North line of a five (5) foot wide permanent and perpetual water main easement; thence South 89° 11' 54" East along the South right-of-way line of Washington Avenue (S.T.H. "20"), 104.46 feet to the Northeast corner of Grantor's property and the point of ending of said easement (See attached Exhibit "A").

Also, a thirty (30) foot wide temporary construction easement, adjacent to and South of the above described permanent easement.

Pt
 Parcel 008-03-22-13-133-000

and to install and maintain beneath the surface of said real estate a main or mains for water service.

That for the purpose of installing and maintaining any such main, Grantees may come upon said real estate, dig trenches thereon, and remove any trees, bushes or other obstructions which interfere with the installation or maintenance of any said mains. Grantees agree to restore the premises, as nearly as possible, to the condition thereof prior to any entry, or exercise of any rights granted hereunder, by Grantees, provided, however, that Grantees shall not be obligated to replant or restore any trees, shrubs or other obstructions removed by it in the reasonable exercise of its rights under this Easement.

This Easement shall be binding on and/or inure to the benefit of Grantor, its successors and assigns and of Grantees and their successors.

VOL 2029 PAGE 449

- 1860

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IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement on the day first above written.

In the presence of:

RACINE MEDICAL BUILDING TRUST

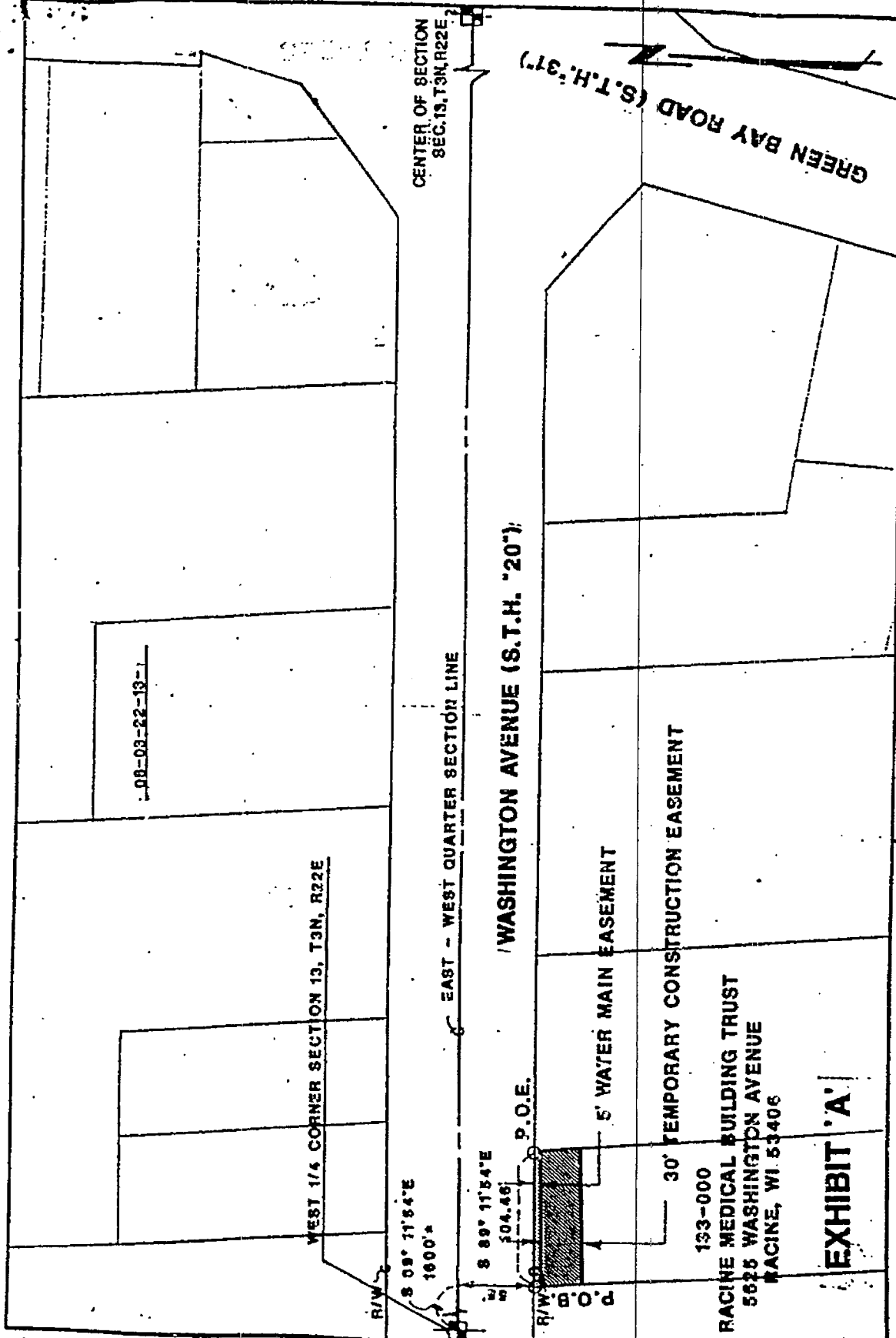
By: Edward P. de Meulenaere

Judith R. Dand
STATE OF WISCONSIN)
COUNTY OF RACINE) SS

Personally came before me this 27 day of June, 1988,
of Racine Medical Building Trust, to me known to
be such person and acknowledged that he/she executed the foregoing
instrument as his or her free act and deed.

Mary Sue Pratt
Notary Public, Racine County, WI
My commission is/expires: 6/92

Drafted by
William E. Dye, Esq.



P.N. 89086

WATER MAIN EASEMENT

CRISPELL-SNYDER, INC.

CONSULTING ENGINEERS

114 V. COURT STREET, ELMHORN, WI 53121

LOCATION: SW 1/4, SECTION 13, TOWN 3 NORTH, RANGE 22 EAST
TOWN OF MT. PLEASANT, RACINE CO., WI

2020 FEB 45

Document No.

CONVEYANCE OF RIGHTS IN LAND

Wisconsin Department of Transportation
ED660 796 s.84.09(1)Wis. Stats.

City of Racine

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(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 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 Southwest 1/4 of the Northeast 1/4, in the Northwest 1/4 of the Southeast 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, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

Racine Water & Wastewater Utilities

x Thomas H. White
(Signature)

General Manager Water/Wastewater Utilities

Thomas H. White

(Print Name)

x _____
(Signature)

(Title)

(Print Name)

7/2/99

(Date)

State of Wisconsin)

Racine) ss.

County)

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

Diane I. Schacht
(Signature, Notary Public, State of Wisconsin)

Diane I. Schacht

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

1/23/00

(Date Commission Expires)

Project ID 2440-01-44

This instrument was drafted by Wisconsin Department of Transportation Parcel 94

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

1999 OCT 12 AM 9:06

MARK A. LADD
REGISTER OF DEEDS

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

VOL
2969
PAGE
226-227

<i>Volume</i>	<i>Page</i>	<i>Document #</i>	<i>Tax Id #</i>
1593	294	1084058	51-008-03-22-14-093-000
1668	166	1119755	51-008-03-22-14-051-084
1777	669	1182967	51-008-02-22-14-058-000
1777	674	1182968	51-008-03-22-14-061-000
			51-008-03-22-14-062-000
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			51-008-03-22-14-032-000
			51-008-03-22-14-095-000
			51-008-03-22-14-097-000
			51-008-03-22-14-113-000
			51-008-03-22-14-114-000
			51-008-03-22-14-122-000
			51-008-03-22-14-125-000
			51-008-03-22-14-132-000
			51-008-03-22-14-115-000
			51-008-03-22-14-135-000
			51-008-03-22-13-139-000
			51-008-03-22-13-132-000
			51-008-03-22-13-140-000
			51-008-03-22-13-135-010
			51-008-03-22-13-135-020
			51-008-03-22-13-136-000
			51-008-03-22-13-105-000
			51-008-03-22-13-106-000
			51-008-03-22-13-107-000
			51-008-03-22-13-108-000
			51-008-03-22-13-110-000
			51-008-03-22-13-111-000
			51-008-03-22-13-112-000
			51-008-03-22-13-114-000
			51-008-03-22-13-120-000
			51-008-03-22-13-119-000

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

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227

VOL PAGE

DOCUMENT # #1247

Wisconsin Bell, Inc., d/b/a
Ameritech Wisconsin

2390

857

Right-of-Way Grant

1475070

M-6610
(5-84)

In consideration of the sum of One and No/100 - - - - -
Dollars (\$ 1.00), the undersigned grants and conveys unto **Wisconsin Bell, Inc., and Ameritech**
~~Wisconsin and unto its successors and/or assigns~~ the following described rights:

To place, replace, maintain and remove underground cables

together with associated appliances, all necessary and usual in the conduct of its or their business, on and
beneath

land owned by the grantor in the Town of Mount Pleasant
Racine County, Wisconsin, and described as follows:

The North 6 feet of the West 104.46 feet of Parcel A of Certified Survey Map No. 1480 recorded on July 18, 1990 in Volume 4 of Certified Survey Maps, at Page 568, as Document No. 1315531, being that part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Town of Mount Pleasant, County of Racine, State of Wisconsin.

TAX KEY NO. 51008032213135010

This grant likewise includes the right of ingress and egress on the lands of the undersigned for the purpose of exercising the rights herein granted.

The grantee covenants that it will pay the reasonable value of physical damage done to the property of the grantor, arising at any time out of the exercise by the grantee of the rights herein granted.

Signed this 5th day of July, 19 94.

Witness:

St. Mary's Medical Center, Inc.

John F. Schuster
John F. Schuster

Karl Stomner
Karl Stomner

366
08-01

01 x1200

State of Wisconsin

County of Racine ss.

Personally appeared before me this 5th day of July, 19 94.

John F. Schuster and Karl Stommer

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

Janet L. Leischon
Notary Public, State of Wisconsin

My commission expires 9-28, 19 97.

Document Drafted By

Wisconsin Bell, Inc., d/b/a Ameritech Wisconsin

By Jerome A. Banach

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED _____

94 AUG -1 AM 10:23

12-

RETURN TO:
North Shore Engineering
11431 N. Port Washington Rd.
Mequon, WI 53092

DOCUMENT

1674571

(1674571)
Document NumberCONVEYANCE 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

14
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

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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

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)

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

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.

Dated this 15 day of OCTOBER 1998.

WISCONSIN ELECTRIC POWER COMPANY

By: Michael James
Michael James
Manager of Property Management

STATE OF WISCONSIN)
SS
MILWAUKEE COUNTY)

Personally came before me this 15 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
Ernest Kretschmann
Notary Public State of Wisconsin
My commission expires 6/25/2000

WE File No. 980141

g:\property\cor\980141.doc

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

**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 15 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 Exhibit A 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.

(a) CNH hereby grants to Grantee, a temporary nonexclusive 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. Grant of Perpetual Easements.

(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) Utility Easement. 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 Exhibit F 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.

(c) Monument Sign Easement. Grantee hereby grants and conveys to 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) Grantee Utilities. 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) Monument Sign. 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. Indemnification; 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. Enforcement Costs. 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. Amendment. 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. Severability. 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. Counterparts. 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. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

13. Recitals/Exhibits. The recitals set forth above and the Exhibits attached hereto are by this reference incorporated herein and made a part of this Agreement.

14. Headings. 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. Grantee Obligations. 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. Termination of Prior Easement. 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: [Signature]
Andrea Paulis, Treasurer

STATE OF Illinois)
COUNTY OF DuPage) SS

The foregoing instrument was acknowledged before me this 14th 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.



[Signature]
_____, Notary Public.
DuPage County, Illinois
My Commission Expires: Oct. 7, 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*

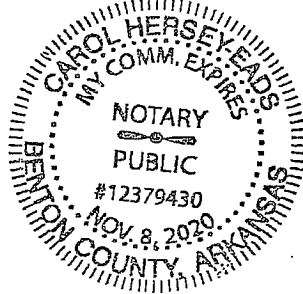
GRANTEE:

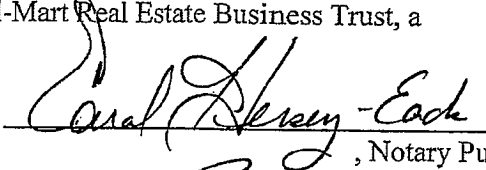
WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware statutory trust

By: 
John Clarke, Vice President – Real Estate

STATE OF ARKANSAS)
)SS
COUNTY OF BENTON)

The foregoing instrument was acknowledged before me this 10th day of January, 2013,
by John Clarke, Vice President – Real Estate of Wal-Mart Real Estate Business Trust, a
Delaware statutory trust, on behalf of the trust.



, Notary Public
BENTON County, Arkansas
My Commission Expires: 11/08/2020

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

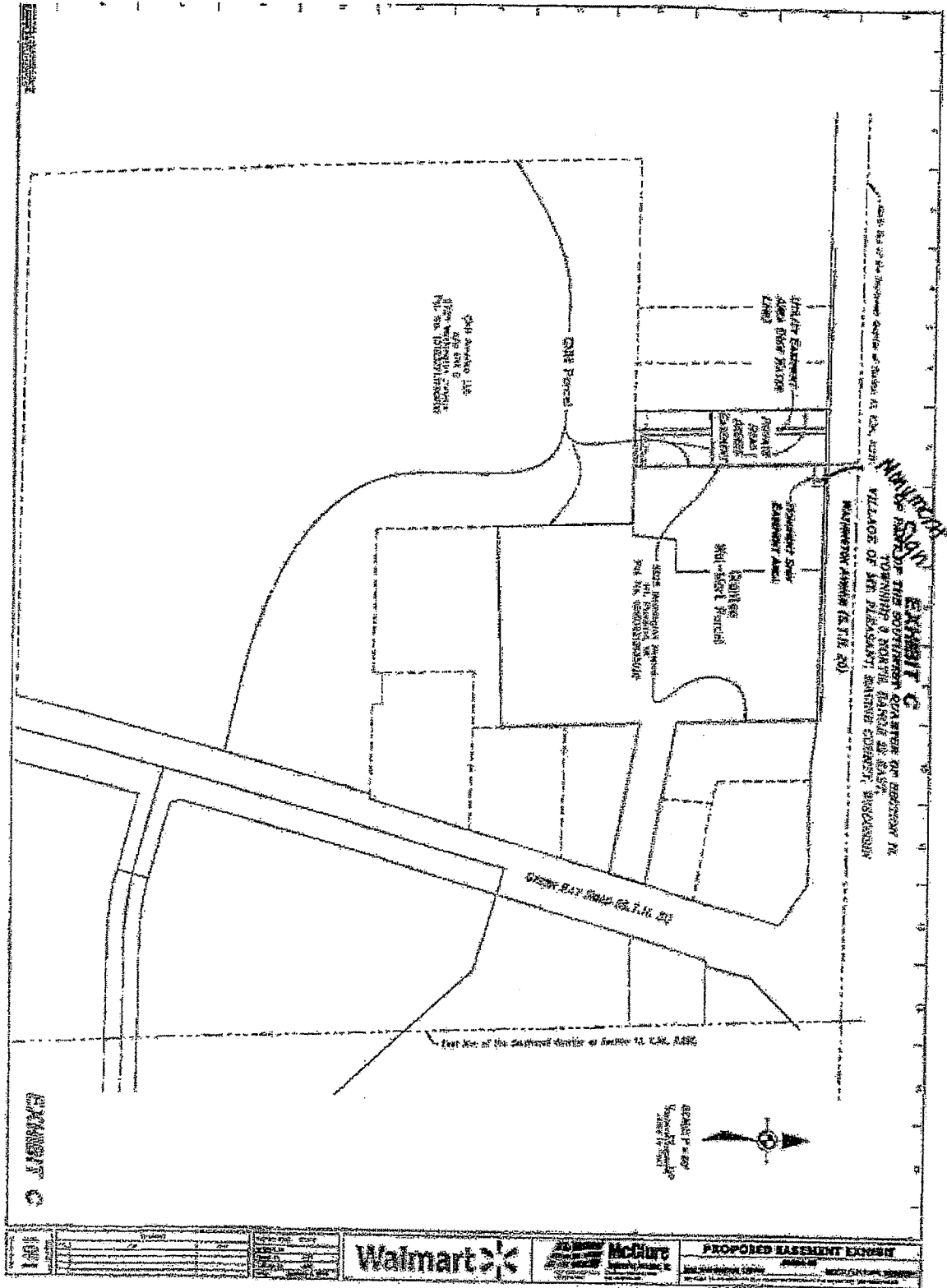
Parcels Lettered "A and B" of CERTIFIED SURVEY MAP NO. 1480, part of the Northeast One-Quarter of the Southwest One-Quarter of Section 13, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, County of Racine, State of Wisconsin, recorded in the Office of the Register of Deeds for Racine 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\1801844\00412842.DOCX

EXHIBIT D

Temporary Easement Area Depiction

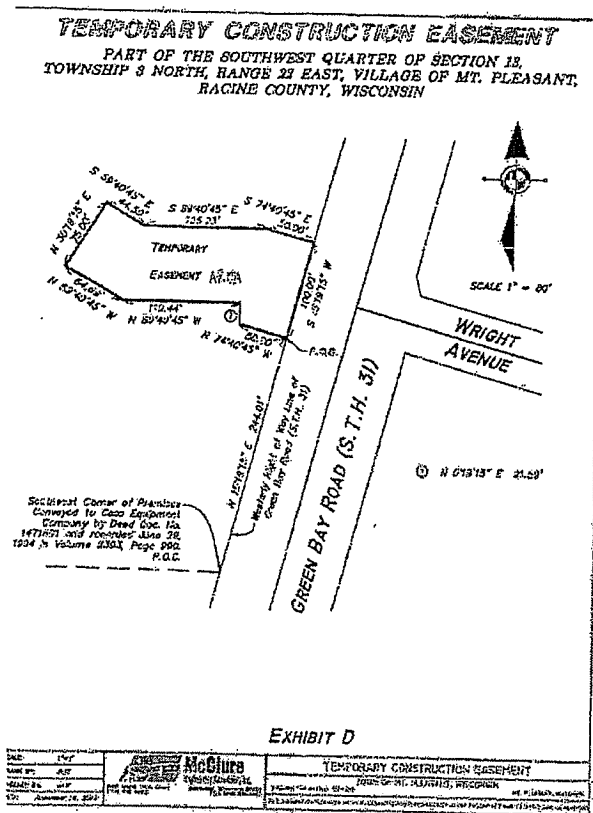


Exhibit D-Page 1 of 4

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 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 50.00 feet; thence North 0 degree 19 minutes 15 seconds East, 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; thence 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

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: 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 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; thence North 01 degree 57 minutes 35 seconds West, a distance of 92.68 feet; thence North 89 degrees 16 minutes 37 seconds West, a distance of 87.30 feet; thence South 24 degrees 46 minutes 09 seconds West, a distance of 219.70 feet; thence South 01 degree 51 minutes 23 seconds East, a distance of 51.61 feet; thence South 88 degrees 08 minutes 37 seconds West, a distance of 80.00 feet; thence North 01 degree 51 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; thence 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-1

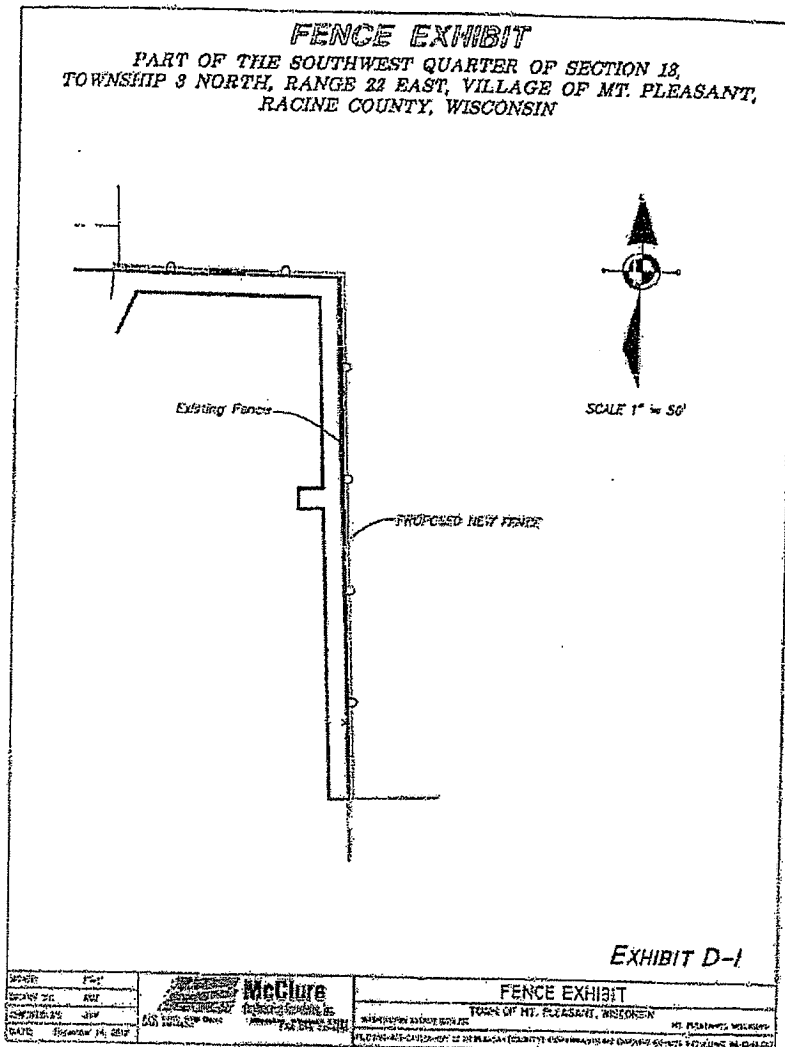


EXHIBIT E
Legal Description for Private Road

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

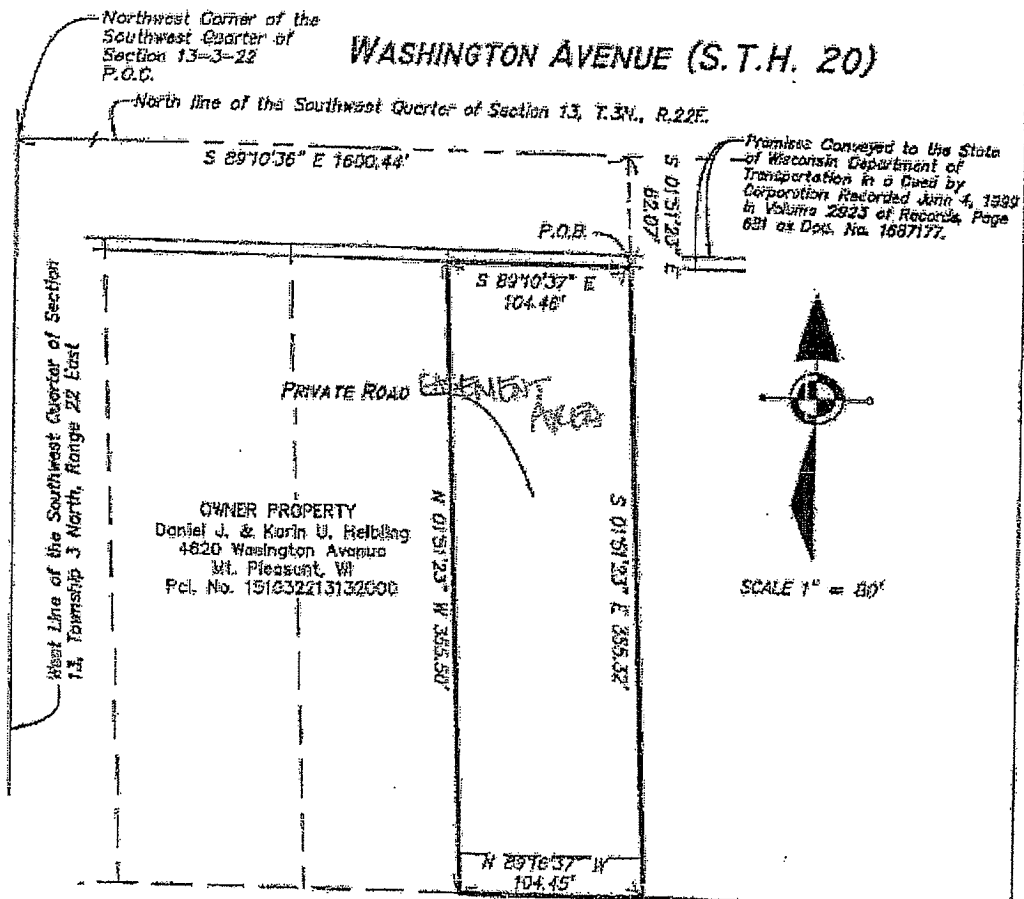


EXHIBIT E

REvised: DECEMBER 19, 2012

DATE: 12-19-12
 DRAWN BY: RUT
 CHECKED BY: JKH
 DATE: November 14, 2012

McClure
 Surveying & Mapping, Inc.
 2000 West 10th Street
 Racine, WI 53406
 Phone: 262-601-1200
 Fax: 262-601-1201

PRIVATE ROAD
 TOWN OF MT. PLEASANT, WISCONSIN
 MT. PLEASANT, WISCONSIN
 151832213132000

Exhibit E

PRIVATE ROAD 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 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 335.50 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 F

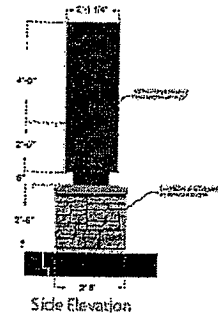
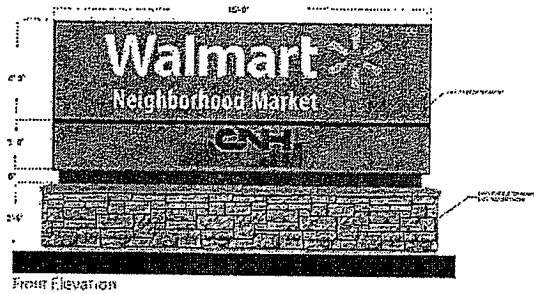
Legal Description for Utility Easement Area

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



Walmart

SAIC

November 13, 2012

Mt. Pleasant, WI 45695-00

Monument Sign

4

Exhibit G - Page 2 of 3

Exhibit G

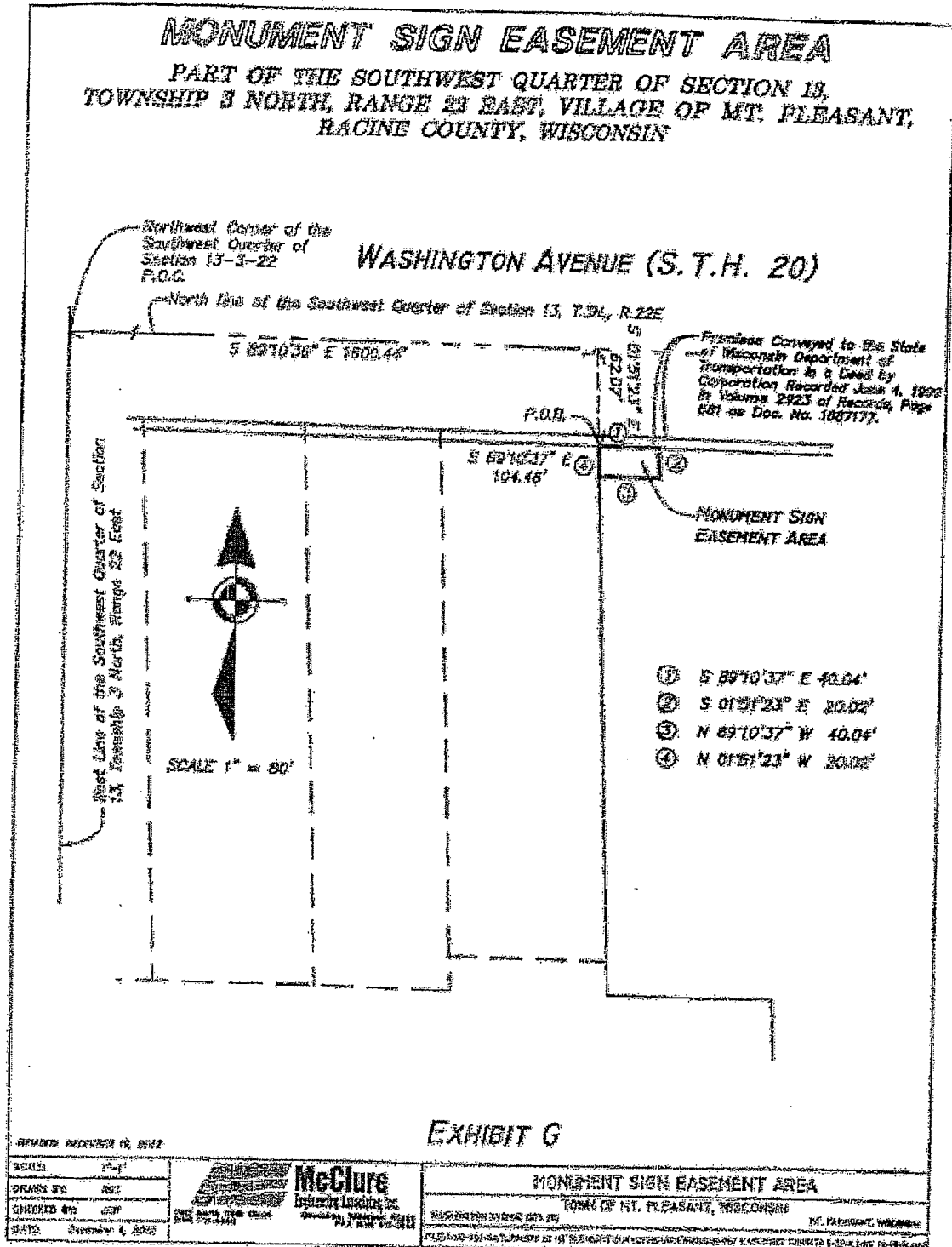


Exhibit G Page 2 of 3

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 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 89 degrees 10 minutes 37 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 01 degree 51 minutes 23 seconds West, a distance of 20.02 feet to the Point of Beginning.

Exhibit G-Page 3 of 3

Document #: **2341326**
Date: 01-15-2013 Time: 04:32:00 PM Pages: 12
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**

Storm Water Management
Maintenance Agreement

Document Number

Wal-Mart Real Estate Business Trust, a Delaware statutory trust, as "Owner" of the Property described below, in accordance with Chapter 74 of the Village of Mount Pleasant Code of Ordinances, agrees to install and maintain storm water management practice(s) on the Property (as this term is defined below) in accordance with approved plans and Storm Water Permit conditions. Owner further agrees to the terms stated in this Storm Water Management Maintenance Agreement ("Agreement") to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal Description of the real estate for which this Agreement applies ("Property").

Exhibit B: Location Map(s)/Construction Plans Delineating Storm Water Details – shows an accurate depiction of the location of each storm water management practice affected by this Agreement.

Exhibit C: Maintenance Plan – prescribes those on-going maintenance activities that must be carried out to ensure compliance with this Agreement.

Recording Area

Name and Return Address

DRAFTED BY:

Dana Kreis Glencer
Dawda Mann Mulcahy & Sadler, PLC
39533 Woodward Ave., Suite 200
Bloomfield Hills, MI 48304

[Document continues on the following page]

Note: After construction has been accepted by the Village of Mount Pleasant for all planned storm water management practices, an addendum(s) to this Agreement shall be recorded by the Owner showing "as constructed" design and construction details subject of **Exhibit B** attached hereto and made a part hereof. The addendum(s) may contain several additional exhibits, including certification by the Village of Mount Pleasant of Storm Water Permit termination, as described below.

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) and drainage easements identified in **Exhibit B** until Storm Water Permit termination by the Village of Mount Pleasant in accordance with Chapter 74 of the Village of Mount Pleasant Code of Ordinances.
2. After Storm Water Permit termination under Paragraph 1 above, Owner or the current titleholder(s) of the Property (the "Titleholder(s)") shall be solely responsible for maintenance and repair of the storm water management practices and drainage easements in accordance with the maintenance plan contained in **Exhibit C**. Nothing contained herein shall prohibit and/or limit Titleholder(s) from contracting with third parties to perform and/or manage such maintenance and repair activities on behalf of Titleholder(s).
3. Upon written notification by Village of Mount Pleasant or its authorized designee, the Titleholder(s) shall, at their sole cost and within a reasonable time period as determined by the Village of Mount Pleasant in their reasonable discretion: (a) have an inspection of the storm water management practice conducted by a qualified professional; (b) file a report with the Village of Mount Pleasant with the results of said inspection; and (c) complete any maintenance or repair work recommended in the report. Titleholder(s) shall be liable for the failure to undertake any such maintenance or repairs as recommended in said inspection report.
4. In addition, and independent of the requirements under Paragraph 3 above, the Village of Mount Pleasant, or its authorized designee, is authorized to access the Property as reasonably necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with this Agreement and the activities prescribed in **Exhibit C**. The Village of Mount Pleasant may require additional work to be done which differs from the inspection report described in Paragraph 3 above, if the Village of Mount Pleasant reasonably concludes that such work is necessary and consistent with the intent of this Agreement. Upon notification by the Village of Mount Pleasant of additional required maintenance or repairs, the Titleholders(s) shall complete the specified maintenance or repairs within a reasonable time frame thereafter as reasonably determined by the Village of Mount Pleasant.
5. If the Titleholder(s) fail to complete an inspection as required under Paragraph 3 above or the required maintenance or repairs under Paragraph 4 above within the reasonable time periods specified by the Village of Mount Pleasant, then upon written notification to the Titleholder(s) by the Village of Mount Pleasant of said failure, including a specific description of the nature of defect(s) which require correction, the specified corrective actions shall be performed by the Titleholder(s) within thirty (30) days thereafter, unless such corrective action cannot reasonably be completed within said thirty (30) days, in which event the Titleholder(s) shall commence such corrective action within said 30-day period and prosecute same with all due diligence until completion. If the Titleholder(s) then fail to make the required corrections within the foregoing referenced 30 day time period (including the extended time period for corrective actions that cannot reasonably be completed within 30 days, as provided in this

Paragraph 5), then the Village of Mount Pleasant is authorized, but shall not be required, to perform the corrective measures, as appropriate and as such, may levy the reasonable and actual costs and expenses incurred by the Village of Mount Pleasant for such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under Section. 66.0627 Wis. Stats. or Subchapter VII of Chapter 66 Wis. Stats. Documentation of the reasonable and actual costs incurred by the Village of Mount Pleasant for the foregoing shall be delivered to Titleholder(s). In the case of an emergency situation, as determined by the Village of Mount Pleasant, no notice shall be required prior to the Village of Mount Pleasant performing such emergency maintenance or repairs.

6. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

This Agreement shall run with the Property and be binding upon all heirs, successors and assigns. After the Owner records the addendum noted above, the Village of Mount Pleasant shall have the sole authority to modify this Agreement upon a 30-day written notice delivered to the current Titleholder(s).

[signatures appear on the following page]

*SIGNATURE PAGE TO STORM WATER MANAGEMENT MAINTENANCE AGREEMENT
FOR PROPERTY LOCATED IN THE VILLAGE OF MOUNT PLEASANT, WISCONSIN*

Dated this 10 day of January, 2013.

Owner:

Wal-Mart Real Estate Business Trust, a
Delaware statutory trust

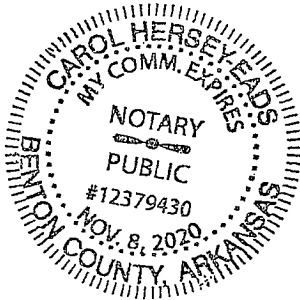
By: John Clarke

John Clarke, Vice President - Real Estate

Acknowledgement

STATE OF ARKANSAS)
) SS.
COUNTY OF BENTON)

The foregoing instrument was acknowledged before me this 10 day of January 2013, by John Clarke, Vice-President - Real Estate of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of the Trust.



Notary's Signature: Carol Hersey-Eads

Notary's Name: CAROL HERSEY-EADS

Notary Public, State of Arkansas,

County of BENTON

My Commission Expires: 11/08/2020

EXHIBIT A

Legal Description of Property

The following description and reduced copy map identifies the land parcel(s) affected by this Agreement.

For a larger scale view of the referenced document, contact the Village of Mount Pleasant.

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)

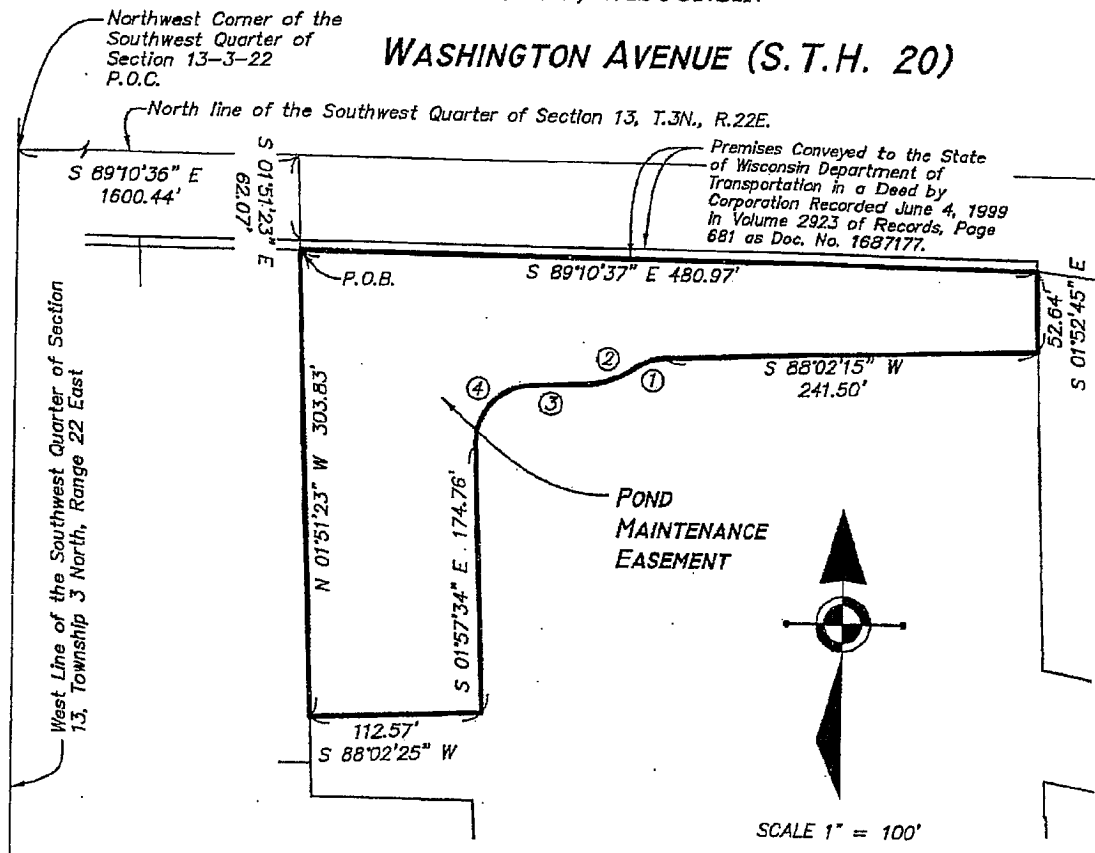
TAX KEY NO. 151-032213135020 (B)

5625 WASHINGTON AVENUE

[see attached map]

Drainage Easement Restrictions: Shaded area on map indicates a drainage easement for storm water collection, conveyance and treatment. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt storm water flows in any way. See **Exhibit C** for specific maintenance requirements for storm water management practices within this area. See subdivision plat for details on location.

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



- ① S 71°50'22" W CHD=20.92' RAD = 37.50'
- ② S 71°50'19" W CHD=34.87' RAD = 62.50'
- ③ S 88°02'18" W 35.74'
- ④ S 43°02'20" W CHD=53.03' RAD = 37.50'

REVISED: DECEMBER 4, 2012

SCALE: 1"=1'
 DRAWN BY: RST
 CHECKED BY: JAW
 DATE: November 14, 2012

McClure
 Engineering Associates, Inc.
 841 North 118th Court
 Milwaukee, Wisconsin 53226
 (414) 818-4880 FAX (414) 818-1888

POND MAINTENANCE EASEMENT
 TOWN OF MT. PLEASANT, WISCONSIN
 MT. PLEASANT, WISCONSIN
 FILE:110-067-GATLIN-HWT 20 MT PLEASANT SURVEYING DRAWINGS 110-067 EASEMENT EXHIBITS 9-27-00BAG 04-15-10-067

December 4, 2012

POND MAINTENANCE EASEMENT

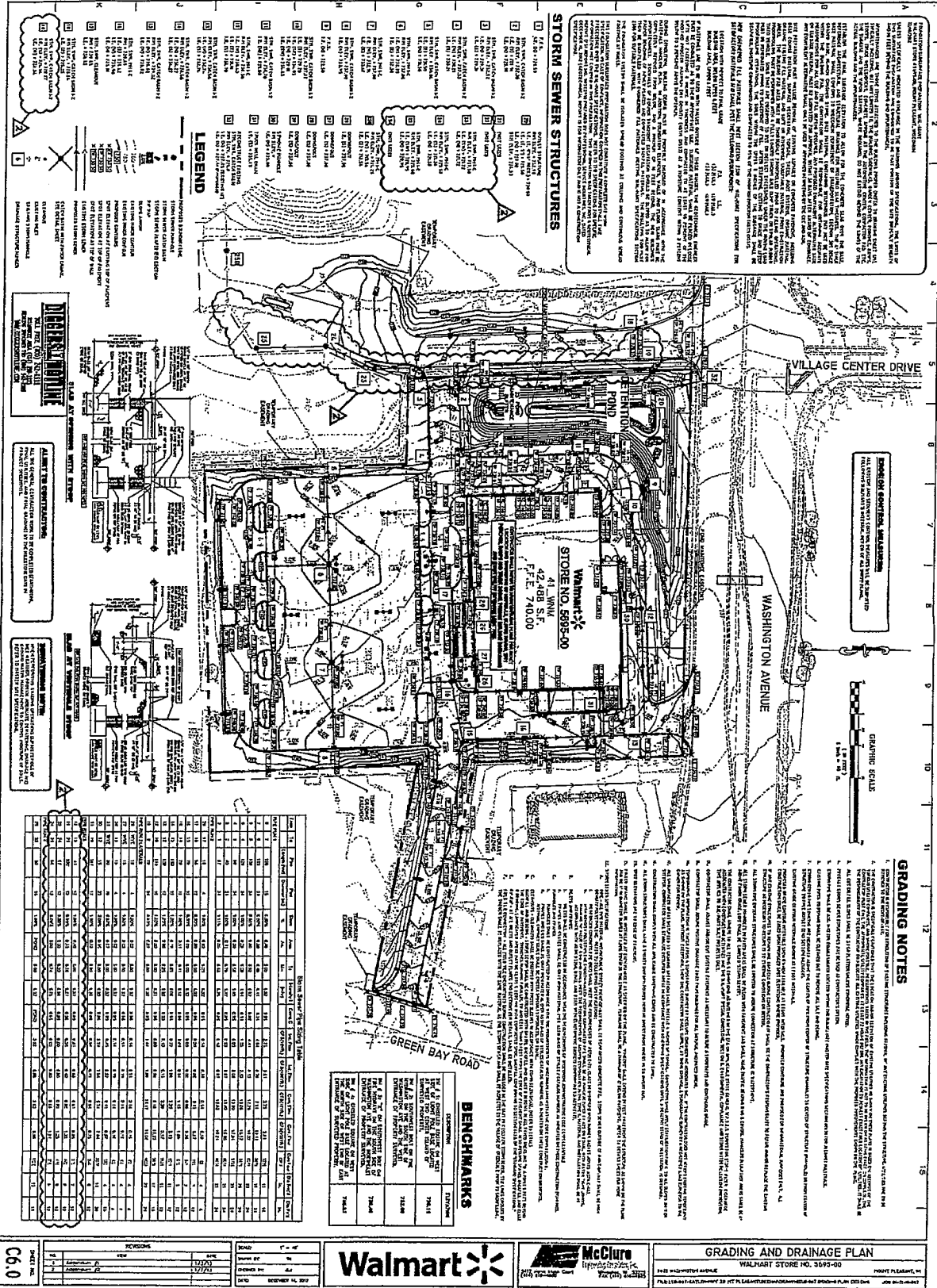
That part of the Southwest Quarter of Section 13, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, County of Racine, State of Wisconsin, bounded as follows: Commencing at the Northwest corner of the Southwest Quarter of said Section 13; thence South 89 degrees 10 minutes 36 seconds East 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 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 480.97 feet; thence South 01 degree 52 minutes 45 seconds East, a distance of 52.64 feet; thence South 88 degrees 02 minutes 15 seconds West, a distance of 241.50 feet to a point of curve; thence Southwesterly along a circular curve to the left whose radius is 37.50 feet and whose center is to the South, the chord of which bears South 71 degrees 50 minutes 22 seconds West, a distance of 20.92 feet to a point of reverse curve; thence Southwesterly along a circular curve to the right whose radius is 62.50 feet and whose center is to the North, the chord of which bears South 71 degrees 50 minutes 19 seconds West, a distance of 34.87 feet; thence South 88 degrees 02 minutes 18 seconds West, a distance of 35.74 feet to a point of curve; thence Southwesterly along a circular curve to the left whose radius is 37.50 feet and whose center is to the Southeast, the chord of which bears South 43 degrees 02 minutes 20 seconds West, a distance of 53.03 feet; thence South 01 degree 57 minutes 34 seconds East, a distance of 174.76 feet; thence South 88 degrees 02 minutes 25 seconds West, a distance of 112.57 feet; thence North 01 degree 51 minutes 23 seconds West, a distance of 303.83 feet to the Point of Beginning.

EXHIBIT B

Plans

The storm water management practices covered by this Agreement are depicted in the reduced copy of the storm water construction plans prepared by McClure Engineering Associates, Inc., dated December 14, 2012 (last revised January 7, 2013), Job No. 04-15-10-067, sheet numbers C6.0 (the "Plans").

[see attached]



STORM SEWER STRUCTURES

1. ALL STORM SEWER STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, SECTION 1000, AND THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR SEWERAGE AND SANITATION, SECTION 1000.

2. ALL STORM SEWER STRUCTURES SHALL BE DESIGNED TO CARRY THE DESIGN FLOW OF THE STORM SEWER SYSTEM, AND SHALL BE CONSTRUCTED TO PROVIDE A MINIMUM OF 10 YEARS OF SERVICE.

3. ALL STORM SEWER STRUCTURES SHALL BE CONSTRUCTED TO PROVIDE A MINIMUM OF 10 YEARS OF SERVICE, AND SHALL BE DESIGNED TO CARRY THE DESIGN FLOW OF THE STORM SEWER SYSTEM.

4. ALL STORM SEWER STRUCTURES SHALL BE CONSTRUCTED TO PROVIDE A MINIMUM OF 10 YEARS OF SERVICE, AND SHALL BE DESIGNED TO CARRY THE DESIGN FLOW OF THE STORM SEWER SYSTEM.

LEGEND

- 1. EXISTING GRADE
- 2. PROPOSED GRADE
- 3. EXISTING DRAINAGE
- 4. PROPOSED DRAINAGE
- 5. EXISTING ROAD
- 6. PROPOSED ROAD
- 7. EXISTING BUILDING
- 8. PROPOSED BUILDING
- 9. EXISTING PARKING
- 10. PROPOSED PARKING
- 11. EXISTING LANDSCAPE
- 12. PROPOSED LANDSCAPE
- 13. EXISTING UTILITIES
- 14. PROPOSED UTILITIES
- 15. EXISTING FENCE
- 16. PROPOSED FENCE
- 17. EXISTING SIGN
- 18. PROPOSED SIGN
- 19. EXISTING LIGHT
- 20. PROPOSED LIGHT
- 21. EXISTING TREE
- 22. PROPOSED TREE
- 23. EXISTING SHrub
- 24. PROPOSED SHrub
- 25. EXISTING Flower
- 26. PROPOSED Flower
- 27. EXISTING Grass
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- 29. EXISTING Soil
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- 37. EXISTING Clay
- 38. PROPOSED Clay
- 39. EXISTING Limestone
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- 41. EXISTING Granite
- 42. PROPOSED Granite
- 43. EXISTING Basalt
- 44. PROPOSED Basalt
- 45. EXISTING Gneiss
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- 49. EXISTING Quartzite
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- 97. EXISTING Soapstone
- 98. PROPOSED Soapstone
- 99. EXISTING Slate
- 100. PROPOSED Slate

GRAVING NOTES

1. THE GRAVING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, SECTION 1000, AND THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR SEWERAGE AND SANITATION, SECTION 1000.
2. THE GRAVING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, SECTION 1000, AND THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR SEWERAGE AND SANITATION, SECTION 1000.
3. THE GRAVING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, SECTION 1000, AND THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR SEWERAGE AND SANITATION, SECTION 1000.
4. THE GRAVING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, SECTION 1000, AND THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR SEWERAGE AND SANITATION, SECTION 1000.
5. THE GRAVING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, SECTION 1000, AND THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR SEWERAGE AND SANITATION, SECTION 1000.
6. THE GRAVING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, SECTION 1000, AND THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR SEWERAGE AND SANITATION, SECTION 1000.
7. THE GRAVING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, SECTION 1000, AND THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR SEWERAGE AND SANITATION, SECTION 1000.
8. THE GRAVING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, SECTION 1000, AND THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR SEWERAGE AND SANITATION, SECTION 1000.
9. THE GRAVING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, SECTION 1000, AND THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR SEWERAGE AND SANITATION, SECTION 1000.
10. THE GRAVING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, SECTION 1000, AND THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR SEWERAGE AND SANITATION, SECTION 1000.

BENCHMARKS

DESCRIPTION	ELEVATION
1. BENCHMARK 1	100.00
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96. BENCHMARK 96	100.00
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100. BENCHMARK 100	100.00

EXHIBIT C

Storm Water Practice Maintenance Plan

This exhibit explains the basic function of each of the storm water practices listed in **Exhibit B** and prescribes the minimum maintenance requirements to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Access to the storm water practices for maintenance vehicles is shown in **Exhibit B**. Any failure of a storm water practice that is caused by a lack of maintenance will subject the Titleholder(s) to enforcement of the provisions listed on Page 1 of this Agreement by the Village of Mount Pleasant.

System Description:

Storm water runoff flows into a private storm system with pipe sizes ranging from 12 inches to 24 inches. The private storm sewer system flows to a detention pond, outlets into a private storm system and then ultimately southwesterly to the Pike River.

Minimum Maintenance Requirements:

To ensure the proper long-term function of the storm water management practices described above, the following activities must be completed:

I. ROUTINE MAINTENANCE

A. Mowing

1. Side slopes, embankments, and emergency spillways that are not rock lined which have been planted with turf grasses should be mowed at least twice a year to prevent woody growth and control noxious weeds.
2. Adjacent to the residential areas, more frequent mowing, typically once a week during a normal growing season, is recommended for aesthetic and allergy control purposes.
3. Native grasses should be mowed to a height of 6" in mid to late summer or after they have achieved a height of 1-1/2 feet during the first growing season. Further mowing in subsequent growing seasons will not be required.
4. If possible, the native grass area should be burned off every three to four years in the spring of the year. Check local burning regulations as permits may be required.
5. If burning of the native grass areas is not possible, a 5 to 8" mowing every 3 to 4 years, may suffice as a substitute management technique. The mowed area should be raked and performed in the spring.

B. Inspections

1. Inspections of the ponds shall be completed on an annual basis or after significant rainfall events.
2. The inspections should be completed during wet weather conditions to determine if the ponds are functioning properly.
3. Inspection priorities shall be as follows:

- a. Inspect the embankments for subsidence, erosion, cracking and tree growth.
 - b. Inspect the condition of the emergency spillway and overland flow path.
 - c. Inspect the pond for accumulation of sediment.
 - d. Inspect the outlet control structure for clogs, debris and material failures.
 - e. Inspect upstream and downstream channels from an erosion perspective.
 - f. Inspect any modifications that may have been done to the ponds following their initial construction.
 - g. Inspect the side slopes of the pond for erosion, slumping, cracking or woody plant materials.
4. As-built plans shall be kept on file by the person responsible for the pond inspections.
5. Documentation of the inspections should be completed and filed. Documentation should include as a minimum:
- a. Inspectors name, affiliation and professional credentials if applicable.
 - b. Date, time and weather conditions.
 - c. Approximate rainfall total over a 24 hour period if applicable.
 - d. Existing embankment, outlet and inlet conveyance systems and vegetation condition.
 - e. Sediment depth at the outlet control structure and at a minimum one other location, within a forebay or other sediment storage area.
 - f. Identification of potential structural failures and repair needs.
 - g. Other pond conditions such as vegetation growth, algae growth and emergency spillway conditions.
 - h. Repair recommendations.
- C. Debris and Litter Removal.
- 1. Debris and litter removal from the pond surface shall be completed at least once a month.
 - 2. Particular attention should be paid to debris accumulating around the riser pipe to prevent potential clogging.
- D. Erosion Control.
- 1. The pond side slopes, embankments and emergency spillways may suffer from periodic sloughing and erosion.

2. Corrective measures shall include regarding, filling and re-vegetation of the eroded or slumping areas.
3. Rip rap at the pond outlet and emergency spillways should be inspected for displacement or undermining.
Repairs shall be made upon discovery.

E. Nuisance Control.

1. Biological control of algae and mosquitoes is preferred over chemical control. Consultation with local WDNR officials is recommended prior to the introduction of any biological control.
2. Maintaining the native grass perimeter will aide in the control of geese.
3. Mechanical controls should be used when feasible.

II. NON-ROUTINE MAINTENANCE

A. Structural Repairs and Replacement

1. The outlets of the pond have been constructed utilizing concrete pipe. The estimated life of these structures is 75 to 100 years. Annual inspection of the structures will disclose any potential structural problems. If structural problems appear, repair or replace the outlet.
2. Excessive or chronic drawdowns of the ponds may cause leaks or seepage through the embankments. Excessive drawdowns should be avoided and thus corrective measures for leakage and seepage can be avoided.

B. Sediment Removal.

1. A sediment clean out cycle of 10 to 15 years is recommended. Sediment removal may be necessary prior to 10 years if there is a substantial amount of land disturbance occurring within the contributory watershed. Annual inspections shall be made to insure that the design depth of the permanent water pool is maintained.
2. Sediment removed from the ponds shall be hauled to an upland area, spread and stabilized with vegetative material. Fill sites in the Village of Mount Pleasant require a fill permit.
3. It is recommended that the sediment be tested to determine if landfilling is necessary. Contact the local DNR prior to sediment sampling and testing to insure compliance with State standards and regulations.
4. Surveyed depths of the sediment storage area and permanent pool elevations shall be made immediately following the construction of the ponds and recorded on the as-built plans. Annual inspections shall include measure downs to determine sediment elevations in relation to the permanent pool elevation.

Document #: **2341327**

Date: 01-15-2013 Time: 04:32:00 PM Pages: 11

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**

**TEMPORARY
EASEMENT
AGREEMENT**

Document Number

SEE ATTACHED

Recording Area

Name and Return Address:

Dana Kreis Glencer, Esq.

Dawda Mann Mulcahy &

Sadler, PLC

39533 Woodward Ave., Suite 200

Bloomfield Hills, MI 48304

**Parcel Identification Numbers
(PIN)**

TEMPORARY
EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT (the "Agreement") is made as of the 15 day of January, 2013, (the "Effective Date") by and between RACINE PROFESSIONAL CENTER, LLP, a Wisconsin limited liability partnership, whose address is 1300 South Green Bay Rd., Suite 100, Racine, Wisconsin 53406-0000 ("RPC") and WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust, with offices at 702 S.W. Eighth Street, Bentonville, Arkansas 72716 and a mailing address of 2001 S.E. 10th Street, Bentonville, Arkansas 72716-0550 ("Walmart").

RECITALS:

A. RPC is the owner of a certain tract or parcel of land situated in the Village of Mount Pleasant, County of Racine, State of Wisconsin, as more particularly described in the legal description attached hereto as **Exhibit A** (the "RPC Parcel");

B. Walmart is or will be the owner of certain property adjacent to the RPC Parcel also located in the Village of Mount Pleasant, County of Racine, State of Wisconsin, as more particularly described in the legal description attached hereto as **Exhibit B** (the "Walmart Parcel");

C. RPC and Wal-Mart agree that a portion of the RPC Parcel should be burdened by and the Walmart Parcel should be benefited by certain temporary easements, which RPC intends to grant herein and in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RPC and Walmart hereby agree as follows:

1. **Incorporation.** Recitals A through C, above, are hereby incorporated into the terms of this Agreement by reference as if fully restated herein.

2. **Grant of Temporary Easements.**

(a) Walmart intends to remove certain trees and brush and install new landscaping (i.e. trees, bushes) generally in the location noted as Temporary Easement Area on **Exhibit C** attached hereto and made a part hereof. RPC, as the owner of the RPC Parcel, hereby grants and conveys to Walmart, for the benefit of the Walmart Parcel, temporary easements in, on and under those portions of the RPC Parcel as more particularly depicted on **Exhibit C** attached hereto and made a part hereof (the "Temporary Easement Area") for the purposes of such tree/brush removal, grading, land alteration, land balancing, moving dirt, and the installation of certain landscaping and other related activities. In connection with the foregoing, Walmart will also remove and dispose of that certain dilapidated wire fence that is partially located on both the RPC Parcel and the Walmart Parcel (the location of such fence also being depicted on **Exhibit C** attached hereto). RPC hereby relinquishes any and all right, title and interest in and to said fence, in and to that portion of the Walmart Parcel located beneath said

fence as it exists as of the Effective Date and between said fence (where located on the Wal-Mart Parcel) and the RPC Parcel. Walmart hereby relinquishes any and all right, title and interest in and to said fence and in and to that portion of the RPC Parcel located beneath said fence as it exists as of the Effective Date. After the temporary easement activities are completed in accordance herewith, Walmart shall seed or install mulch upon any affected areas of the Temporary Easement Area. In connection with the temporary construction easement granted herein, RPC hereby grants to Walmart access over the RPC Parcel as may be reasonably necessary in order to reach and have access to the Temporary Easement Area. In connection with any temporary construction work to be performed by Walmart in the Temporary Easement Area, RPC hereby grants to Walmart temporary easements for incidental encroachments upon the RPC Parcel which may occur as a result of construction, so long as such encroachments are kept within the reasonable requirements of construction work expeditiously pursued and so long as customary insurance is maintained protecting RPC from the risks involved.

(b) The easements, covenants and conditions granted and contained herein shall automatically terminate and expire two (2) years from the Effective Date.

3. **Insurance and Indemnification.**

(a) **Indemnification.** Walmart shall hereby indemnify and save RPC harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its use of the Temporary Easement Area and the RPC Parcel, except if caused by the act or negligence of RPC.

(b) **Insurance.** Walmart shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Temporary Easement Area, such insurance to afford protection to the limit of not less than \$3,000,000 for injury or death of a single person, and to the limit of not less than \$3,000,000 for any one occurrence, and to the limit of not less than \$3,000,000 for property damage. Notwithstanding the foregoing, Walmart may satisfy the foregoing insurance obligations by self-insurance, so long as Walmart net worth exceeds \$100,000,000.

4. **Binding Effect.** Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by any party to this Agreement is made by RPC personally for the benefit of Walmart and shall run with the land and constitute an equitable servitude on the Temporary Easement Area appurtenant to and for the benefit of the Walmart Parcel.

5. **Non-Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Temporary Easement Area to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

6. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by a nationally recognized overnight carrier, addressed as follows:

If to Walmart:

Wal-Mart Real Estate Business Trust
Sam Walton Development Complex
2001 S.E. 10th Street, Store #5695-00
Bentonville, Arkansas 72716-0550
Attention: Realty Management-Michigan

If to RPC:

Racine Professional Center, LLP
1300 South Green Bay Rd.
Suite 100
Racine, Wisconsin 53406-0000
Attention: Gus Antonneau

7. **Miscellaneous.**

(a) No breach of the provisions of this Agreement shall entitle the RPC or Walmart to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement.

(b) If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

(d) 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.

(e) Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

(f) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(g) This Agreement may be amended, modified, or terminated at any time prior to the expiration of the time period set forth in Section 2(b) by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns.

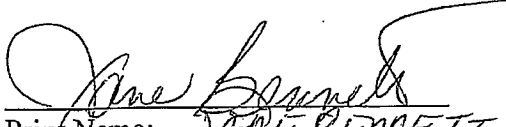
(h) This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings among the parties hereto concerning the Temporary Easement Area. All Exhibits attached to this Agreement are by this reference incorporated herein.

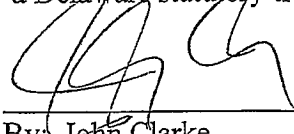
(i) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

[signatures appear on following page]

IN WITNESS WHEREOF, the undersigned have executed this easement agreement the date first written above.

WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware statutory trust

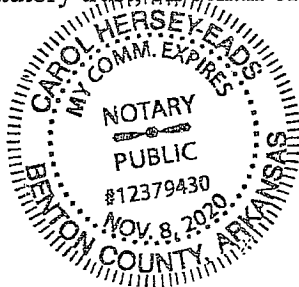

Print Name: JANE BENNETT

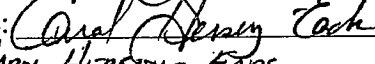

By: John Clarke
Its: Vice President - Real Estate

Date: JANUARY 10, 2013

STATE OF ARKANSAS)
) SS.
COUNTY OF BENTON)

The foregoing instrument was acknowledged before me this 10th day of JANUARY, 2013, by John Clarke, Vice-President - Real Estate of the Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of the Trust.



Notary's Signature: 
Notary's Name: CAROL HERSEY-EDS
Notary Public, State of Arkansas,
County of BENTON
My Commission Expires: 11/08/2020

[signatures continue on the following page]

Tina Tripoli
Print Name: Tina Tripoli

RACINE PROFESSIONAL CENTER,
LLP, a Wisconsin limited partnership

Raymond Antonneau
By: Raymond Antonneau
Its: Managing Partner
Date: Dec 3, 2012

STATE OF WISCONSIN)
) SS.
COUNTY OF RACINE)

The foregoing instrument was acknowledged before me this 3rd day of December 2012, by Raymond Antonneau, the Managing Partner of RACINE PROFESSIONAL CENTER, LLP, a Wisconsin limited partnership, on behalf of the limited partnership.

Notary's Signature: Karen M. Mutter
Notary's Name: Karen M. Mutter
Notary Public, State of Wisconsin,
County of Racine
My Commission Expires: 7-21-13

Drafted outside of the State of Wisconsin by
and when recorded return to:

Dawda, Mann, Mulcahy & Sadler, PLC
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48304-2815
Attention: Dana Kreis Glencer

MORTGAGEE CONSENT AND SUBORDINATION
TO TEMPORARY EASEMENT AGREEMENT

This Consent and Subordination to Temporary Easement Agreement is made by Tri-City National Bank (hereinafter referred to as the "Mortgagee"), whose address is 6400 South 27th Street, Oak Creek, Wisconsin 53154. Mortgagee holds a mortgage pursuant to that certain Mortgage recorded on October 23, 2012, as Document Number 2333449 and that certain Assignment of Rents recorded on October 23, 2012, as Document Number 2333450, Racine County Records (collectively the "Mortgage") on certain property located in the Village of Mount Pleasant, County of Racine, State of Wisconsin legally described in said Mortgage and hereby consents and subordinates its interest in and to the foregoing Temporary Easement Agreement.

IN WITNESS WHEREOF, the Mortgagee has executed this Consent the 3rd day of Dec, 2012.

TRI-CITY NATIONAL BANK

By: 

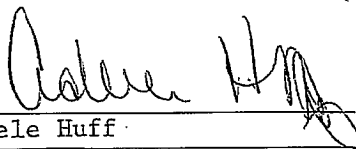
Print Name: John W. Kis

Its: Senior Vice President

STATE OF Wisconsin)

COUNTY OF Milwaukee)

On this 3rd day of Dec, in the year 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John W. Kis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary's Signature: 

Notary's Name: Adele Huff

Notary Public, State of Wisconsin

County of Milwaukee

My Commission Expires: March 30, 2014

Acting in the County of: Milwaukee

EXHIBIT A

Legal Description for RPC Parcel

PARCEL I:

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 Town of Mt. Pleasant, County of Racine, State of Wisconsin, described as follows: Begin at a point 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 said Section; run thence South 632.56 feet to the 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 center line of Green Bay Road; thence Northeasterly along the center line of said Road, 78.0 feet; and thence West 269.96 feet to point of beginning. Excepting therefrom the land conveyed for highway purposes by Deed 763-406, as Document No. 745044.

PARCEL II:

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 Town of Mt. Pleasant, County of Racine, State of Wisconsin, described as follows: Beginning at a point 478.5 feet West of the intersection of the center line of the Green Bay Road and the East and West 1/4 Section line of said Section; run thence South 536.16 feet to the point of beginning of this description; thence South 96.40 feet; thence East parallel to said 1/4 Section line, 269.96 feet to the center line of the Green Bay Road; thence Northeasterly along the center line of said road, 99.1 feet; thence West parallel to said 1/4 Section line, 301.68 feet to the point of beginning. Excepting therefrom land conveyed to the State of Wisconsin for highway purposes recorded in Volume 767 of Records, Page 44, as Document No. 746433 with amendment shown in affidavit recorded in Volume 821 of Records, Page 118, as Document No. 770012.

PARCEL III:

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 Town of Mt. Pleasant, County of Racine, State of Wisconsin, described as follows: Commencing at the center of Section 13, Township 3 North, Range 22 East, thence North 89°10'36" West, along the North line of said 1/4 Section 565.74 feet to a point; thence South 02°11'58" East, 394.42 feet to the point of beginning of the land to be described; thence continuing South 02°11'58" East, 141.73 feet to a point; thence South 89°10'36" East 253.13 feet to a point in the Easterly right of way of State Trunk Highway 31 thence North 16°04'49" East, along said right of way line 94.06 feet to a point; thence North 79°04'58" West, 289.84 feet to the point of beginning.

Tax Key No. 151-03221314200

Address: 1300 South Green Bay Road

EXHIBIT B

Legal Description for Walmart Parcel

PARCEL I:

Parcels Lettered "A and B" of CERTIFIED SURVEY MAP NO. 1480, part of the Northeast Quarter 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, 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, on Page 681, as Document No. 1687177.

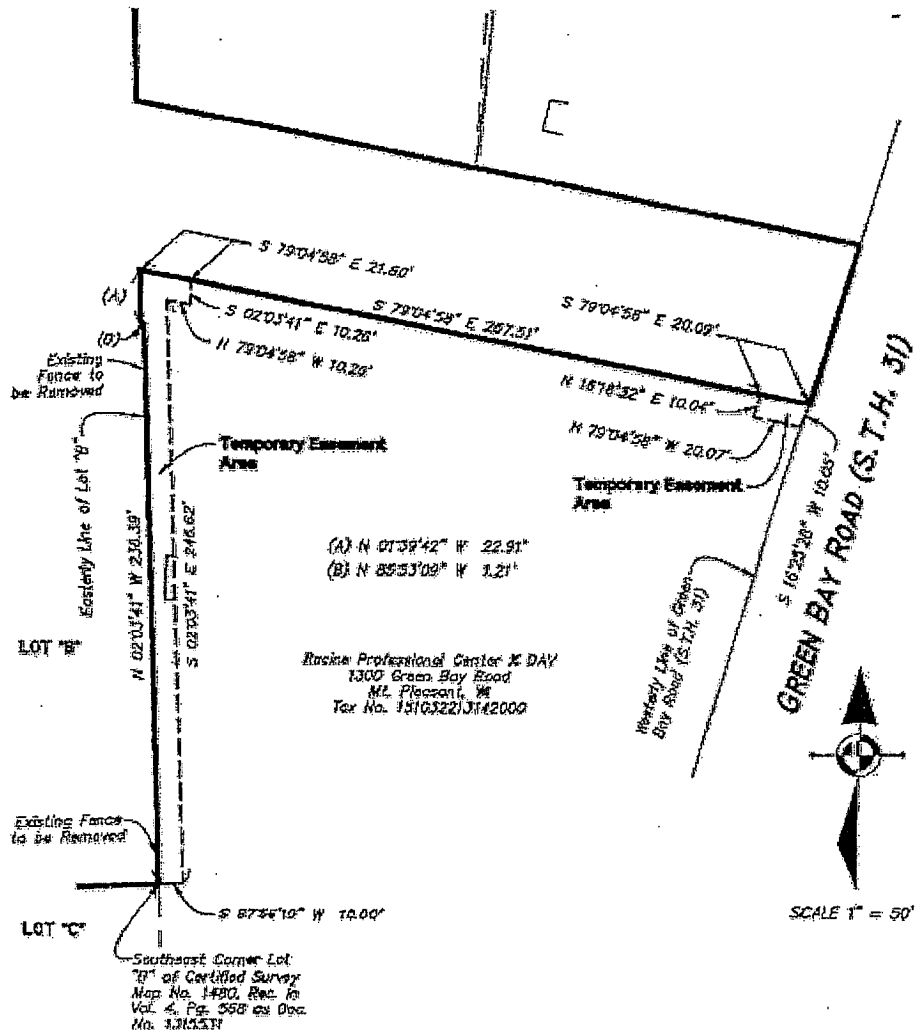
TAX KEY NO. 151-032213135010 (A)

TAX KEY NO. 151-032213135020 (B)

5625 WASHINGTON AVENUE

EXHIBIT C

Drawing for the Temporary Easement Area



AFFIDAVIT OF CORRECTION

Document Number

Document #: **2342317**

Date: 01-25-2013 Time: 04:56:00 PM Pages: 12

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****

AFFIANT, Dana Kreis Glencer, Esq., hereby swears or affirms that a certain document which was titled as follows:

Temporary Easement Agreement recorded on the 15th day of January, 2013 as document number 2341327 and was recorded in Racine County, State of Wisconsin, contained the following errors:

I reviewed the above recorded document and discovered that the Parcel Identification Number was incorrect on Exhibit A and inadvertently omitted from the coversheet and the municipality named in Parcels I, II and II of the legal description found on Exhibit A were incorrect.

Recording Area

Name and return address

Dawda Mann Mulcahy & Sadler, PLC
39533 Woodward Avenue, Suite 200
Bloomfield Hills, MI 48304
Attn: Dana Kreis Glencer, Esq.

AFFIANT makes this Affidavit for the purpose of correcting the above documents as follows :

See attached exhibits

Parcel identification number (PIN)

The correct Parcel Identification number on the coversheet and on Exhibit A should read : 151-032213142000

The correct municipality listed for Parcels I, II, and III on Exhibit A should read: Village of Mt. Pleasant

A copy of the original document is attached to this Affidavit .

Dated: January 23, 2013

Signed: 

* Dana Kreis Glencer

AFFIANT is the (check one):

State of Michigan)

) SS.

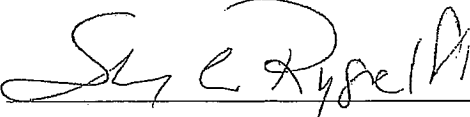
County of Oakland)

☒ Drafter of the document corrected.

☐ Owner of the property described in the being corrected.

☐ Other – explain:

Subscribed and sworn to (or affirmed) before me this
23rd day of January, 2013.



*Sherry L. Rygwelski

Notary Public, State of Michigan

My Commission (expires) (is): 12.27.13

This instrument is drafted by: Dana Kreis Glencer

THIS FORM IS INTENDED TO CORRECT SCRIVNER'S ERRORS AND NOT FOR THE CONVEYANCE OF REAL PROPERTY.

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

**TEMPORARY
EASEMENT
AGREEMENT**

Document Number

SEE ATTACHED

Document #: 2341327

Date: 01-15-2013 Time: 04:32:00 PM Pages: 11

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**

Recording Area

Name and Return Address:

Dana Kreis Glencer, Esq.

Dawda Mann Mulcahy &

Sadler, PLC

39533 Woodward Ave., Suite 200

Bloomfield Hills, MI 48304

**Parcel Identification Numbers
(PIN)**

**TEMPORARY
EASEMENT AGREEMENT**

THIS TEMPORARY EASEMENT AGREEMENT (the "Agreement") is made as of the 15 day of January, 2013, (the "Effective Date") by and between RACINE PROFESSIONAL CENTER, LLP, a Wisconsin limited liability partnership, whose address is 1300 South Green Bay Rd., Suite 100, Racine, Wisconsin 53406-0000 ("RPC") and WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust, with offices at 702 S.W. Eighth Street, Bentonville, Arkansas 72716 and a mailing address of 2001 S.E. 10th Street, Bentonville, Arkansas 72716-0550 ("Walmart").

RECITALS:

A. RPC is the owner of a certain tract or parcel of land situated in the Village of Mount Pleasant, County of Racine, State of Wisconsin, as more particularly described in the legal description attached hereto as **Exhibit A** (the "RPC Parcel");

B. Walmart is or will be the owner of certain property adjacent to the RPC Parcel also located in the Village of Mount Pleasant, County of Racine, State of Wisconsin, as more particularly described in the legal description attached hereto as **Exhibit B** (the "Walmart Parcel");

C. RPC and Wal-Mart agree that a portion of the RPC Parcel should be burdened by and the Walmart Parcel should be benefited by certain temporary easements, which RPC intends to grant herein and in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RPC and Walmart hereby agree as follows:

1. **Incorporation.** Recitals A through C, above, are hereby incorporated into the terms of this Agreement by reference as if fully restated herein.

2. **Grant of Temporary Easements.**

(a) Walmart intends to remove certain trees and brush and install new landscaping (i.e. trees, bushes) generally in the location noted as Temporary Easement Area on **Exhibit C** attached hereto and made a part hereof. RPC, as the owner of the RPC Parcel, hereby grants and conveys to Walmart, for the benefit of the Walmart Parcel, temporary easements in, on and under those portions of the RPC Parcel as more particularly depicted on **Exhibit C** attached hereto and made a part hereof (the "Temporary Easement Area") for the purposes of such tree/brush removal, grading, land alteration, land balancing, moving dirt, and the installation of certain landscaping and other related activities. In connection with the foregoing, Walmart will also remove and dispose of that certain dilapidated wire fence that is partially located on both the RPC Parcel and the Walmart Parcel (the location of such fence also being depicted on **Exhibit C** attached hereto). RPC hereby relinquishes any and all right, title and interest in and to said fence, in and to that portion of the Walmart Parcel located beneath said

fence as it exists as of the Effective Date and between said fence (where located on the Wal-Mart Parcel) and the RPC Parcel. Walmart hereby relinquishes any and all right, title and interest in and to said fence and in and to that portion of the RPC Parcel located beneath said fence as it exists as of the Effective Date. After the temporary easement activities are completed in accordance herewith, Walmart shall seed or install mulch upon any affected areas of the Temporary Easement Area. In connection with the temporary construction easement granted herein, RPC hereby grants to Walmart access over the RPC Parcel as may be reasonably necessary in order to reach and have access to the Temporary Easement Area. In connection with any temporary construction work to be performed by Walmart in the Temporary Easement Area, RPC hereby grants to Walmart temporary easements for incidental encroachments upon the RPC Parcel which may occur as a result of construction, so long as such encroachments are kept within the reasonable requirements of construction work expeditiously pursued and so long as customary insurance is maintained protecting RPC from the risks involved.

(b) The easements, covenants and conditions granted and contained herein shall automatically terminate and expire two (2) years from the Effective Date.

3. **Insurance and Indemnification.**

(a) **Indemnification.** Walmart shall hereby indemnify and save RPC harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its use of the Temporary Easement Area and the RPC Parcel, except if caused by the act or negligence of RPC.

(b) **Insurance.** Walmart shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Temporary Easement Area, such insurance to afford protection to the limit of not less than \$3,000,000 for injury or death of a single person, and to the limit of not less than \$3,000,000 for any one occurrence, and to the limit of not less than \$3,000,000 for property damage. Notwithstanding the foregoing, Walmart may satisfy the foregoing insurance obligations by self-insurance, so long as Walmart net worth exceeds \$100,000,000.

4. **Binding Effect.** Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by any party to this Agreement is made by RPC personally for the benefit of Walmart and shall run with the land and constitute an equitable servitude on the Temporary Easement Area appurtenant to and for the benefit of the Walmart Parcel.

5. **Non-Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Temporary Easement Area to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

6. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by a nationally recognized overnight carrier, addressed as follows:

If to Walmart:

Wal-Mart Real Estate Business Trust
Sam Walton Development Complex
2001 S.E. 10th Street, Store #5695-00
Bentonville, Arkansas 72716-0550
Attention: Realty Management-Michigan

If to RPC:

Racine Professional Center, LLP
1300 South Green Bay Rd.
Suite 100
Racine, Wisconsin 53406-0000
Attention: Gus Antonneau

7. **Miscellaneous.**

(a) No breach of the provisions of this Agreement shall entitle the RPC or Walmart to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement.

(b) If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

(d) 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.

(e) Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

(f) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(g) This Agreement may be amended, modified, or terminated at any time prior to the expiration of the time period set forth in Section 2(b) by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns.

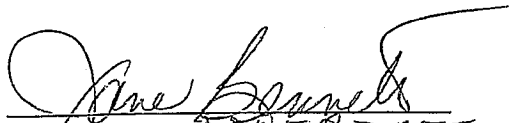
(h) This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings among the parties hereto concerning the Temporary Easement Area. All Exhibits attached to this Agreement are by this reference incorporated herein.

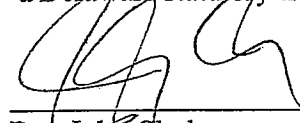
(i) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

[signatures appear on following page]

IN WITNESS WHEREOF, the undersigned have executed this easement agreement the date first written above.

WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware statutory trust

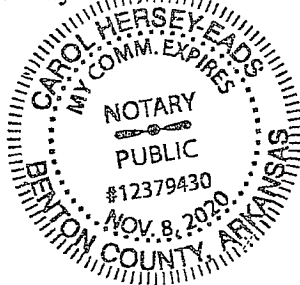

Print Name: JANE BENNETT

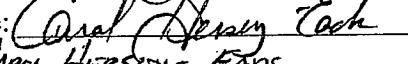

By: John Clarke
Its: Vice President - Real Estate

Date: JANUARY 10, 2013

STATE OF ARKANSAS)
) SS.
COUNTY OF BENTON)

The foregoing instrument was acknowledged before me this 10th day of JANUARY, 2013, by John Clarke, Vice-President - Real Estate of the Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of the Trust.



Notary's Signature: 
Notary's Name: CAROL HERSEY-EADS
Notary Public, State of Arkansas,
County of BENTON
My Commission Expires: 11/08/2020

[signatures continue on the following page]

Ina Tupoli

By: Raymond Antonneau

Its: MRING TARNOK

Date: Dec 3, 2012

Notary's Signature: David M. Meeths

Notary's Name: Karen M. Mutter

Notary Public, State of Wisconsin,

County of Racine

My Commission Expires: 7-21-13

Mount Pleasant, WI
Store No. 5695-00/ TC No. 2010-58679
Temporary Easement Agreement (RCP) (v2)

MORTGAGEE CONSENT AND SUBORDINATION
TO TEMPORARY EASEMENT AGREEMENT

This Consent and Subordination to Temporary Easement Agreement is made by Tri-City National Bank (hereinafter referred to as the "Mortgagee"), whose address is 6400 South 27th Street, Oak Creek, Wisconsin 53154. Mortgagee holds a mortgage pursuant to that certain Mortgage recorded on October 23, 2012, as Document Number 2333449 and that certain Assignment of Rents recorded on October 23, 2012, as Document Number 2333450, Racine County Records (collectively the "Mortgage") on certain property located in the Village of Mount Pleasant, County of Racine, State of Wisconsin legally described in said Mortgage and hereby consents and subordinates its interest in and to the foregoing Temporary Easement Agreement.

IN WITNESS WHEREOF, the Mortgagee has executed this Consent the 3rd day of DEC, 2012.

TRI-CITY NATIONAL BANK

By: 

Print Name: John W. Kis

Its: Senior Vice President

STATE OF Wisconsin)
)
COUNTY OF Milwaukee)

On this 3rd day of DEC, in the year 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John W. Kis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

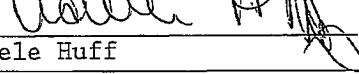
Notary's Signature: 
Notary's Name: Adele Huff
Notary Public, State of Wisconsin,
County of Milwaukee
My Commission Expires: March 30, 2014
Acting in the County of: Milwaukee

EXHIBIT A

Legal Description for RPC Parcel

PARCEL I:

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 Town of Mt. Pleasant, County of Racine, State of Wisconsin, described as follows: Begin at a point 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 said Section; run thence South 632.56 feet to the 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 center line of Green Bay Road; thence Northeasterly along the center line of said Road, 78.0 feet; and thence West 269.96 feet to point of beginning. Excepting therefrom the land conveyed for highway purposes by Deed 763-406, as Document No. 745044.

PARCEL II:

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 Town of Mt. Pleasant, County of Racine, State of Wisconsin, described as follows: Beginning at a point 478.5 feet West of the intersection of the center line of the Green Bay Road and the East and West 1/4 Section line of said Section; run thence South 536.16 feet to the point of beginning of this description; thence South 96.40 feet; thence East parallel to said 1/4 Section line, 269.96 feet to the center line of the Green Bay Road; thence Northeasterly along the center line of said road, 99.1 feet; thence West parallel to said 1/4 Section line, 301.68 feet to the point of beginning. Excepting therefrom land conveyed to the State of Wisconsin for highway purposes recorded in Volume 767 of Records, Page 44, as Document No. 746433 with amendment shown in affidavit recorded in Volume 821 of Records, Page 118, as Document No. 770012.

PARCEL III:

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 Town of Mt. Pleasant, County of Racine, State of Wisconsin, described as follows: Commencing at the center of Section 13, Township 3 North, Range 22 East, thence North 89°10'36" West, along the North line of said 1/4 Section 565.74 feet to a point; thence South 02°11'58" East, 394.42 feet to the point of beginning of the land to be described; thence continuing South 02°11'58" East, 141.73 feet to a point; thence South 89°10'36" East 253.13 feet to a point in the Easterly right of way of State Trunk Highway 31 thence North 16°04'49" East, along said right of way line 94.06 feet to a point; thence North 79°04'58" West, 289.84 feet to the point of beginning.

Tax Key No. 151-03221314200

Address: 1300 South Green Bay Road

EXHIBIT B

Legal Description for Walmart Parcel

PARCEL I:

Parcels Lettered "A and B" of CERTIFIED SURVEY MAP NO. 1480, part of the Northeast Quarter 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, 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, on Page 681, as Document No. 1687177.

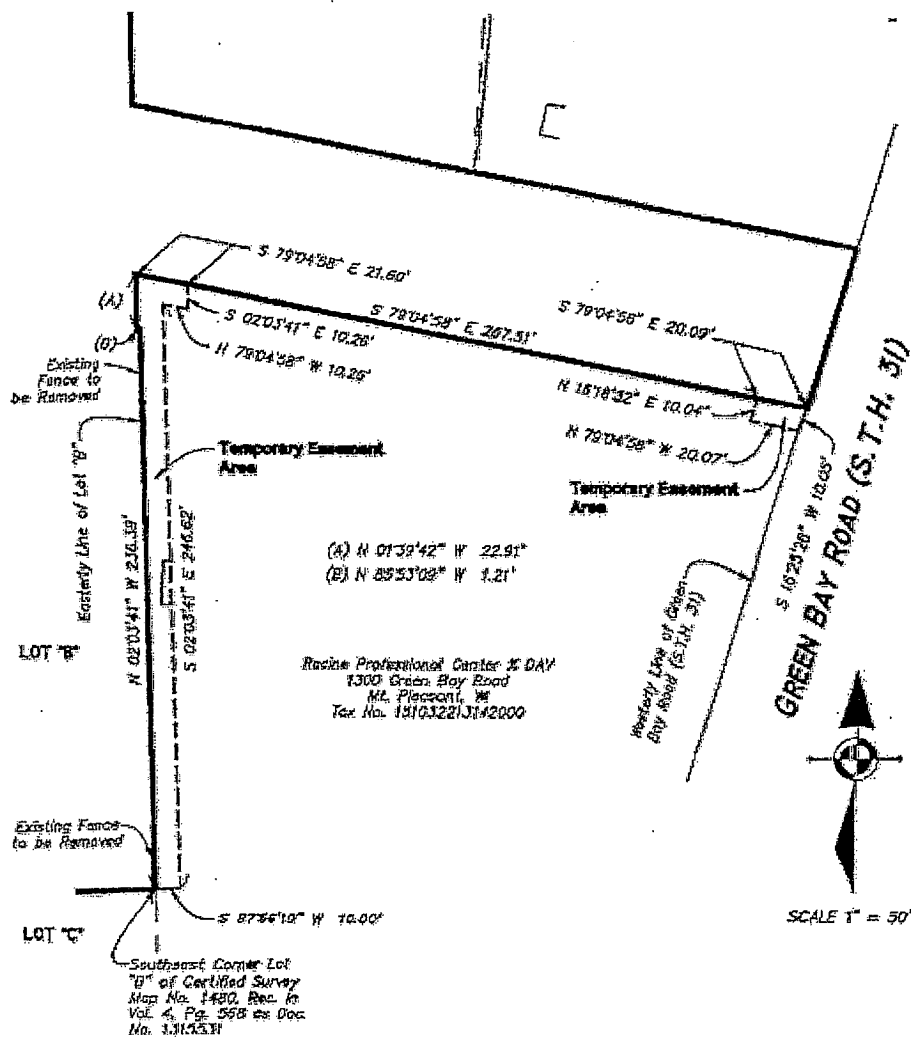
TAX KEY NO. 151-032213135010 (A)

TAX KEY NO. 151-032213135020 (B)

5625 WASHINGTON AVENUE

EXHIBIT C

Drawing for the Temporary Easement Area



Document Number	ACCESS EASEMENT AND RESTRICTION AGREEMENT	**The above recording information verifies this document has been electronically recorded and returned to the submitter**
<p>THIS ACCESS EASEMENT AND RESTRICTION AGREEMENT (this "Agreement") is made as of this <u>15</u> day of January, 2013, by and between the WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust, whose address is 2001 S.E. Tenth Street, Bentonville, AR 72716-0550, Attention: Realty Management Department-Wisconsin, Re: Store No. 5695-00 ("Walmart") and AMERICAN BUILDING LLC, a Wisconsin limited liability company, whose address is 2004 100th Street, Franksville, WI 53126 ("American").</p> <p><u>Preliminary Statements</u></p> <p>A. Walmart is the owner of Parcels A and B of CSM No. 1480, recorded in Volume 4 of CSM on Pages 568-570, as Document No. 1315531, corrected by an Affidavit of Correction recorded 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 in Volume 2923 of Records, at Page 681, as Document No. 1687177, Recorder's Office for Racine County, and as depicted on the attached <u>Exhibit A</u> (the "Walmart Parcel");</p> <p>B. American is the owner of a certain parcel of land adjacent to the Walmart Parcel also located in the Village of Mount Pleasant, Racine County, Wisconsin, which parcel is more particularly described on the attached <u>Exhibit B</u> and depicted on <u>Exhibit A</u> (the "American Parcel");</p> <p>C. American requires an easement over and across a portion of the Walmart Parcel for the purpose of vehicular ingress and egress to and from the American Parcel and Washington Avenue (S.T.H 20) and the American Parcel and Green Bay Road (S.T.H. 31), such access area to be located on the Walmart Parcel in the area more particularly depicted on <u>Exhibit A</u> and legally described on the attached <u>Exhibit C</u> (the "Access Easement Area"); and</p> <p>D. American and Walmart have further agreed that Walmart will allow vehicular ingress and egress between the American Parcel over and through the Access Easement Area upon American's construction and installation of a curb cut, paving and other related improvements (the "Curb Cut Work") on the American Parcel necessary to connect to the Access Easement Area, such curb cut to be in the location depicted on <u>Exhibit A</u> as the "Curb Cut Area").</p>		<p>Recording Area</p> <p>Name and Return Address: Dana Kreis Glencer Dawda, Mann, Mulcahy & Sadler, PLC 39533 Woodward Ave., Ste. 200 Bloomfield Hills, MI 48304-5103</p> <p>Parcel Identification Number (PIN) 151-032213135010, 151-032213135020 and 151-032213136000</p>

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, Walmart, as the owner of the Walmart Parcel and American, as the owner of the American Parcel (each a "Party", collectively the "Parties") hereby grant, covenant and agree as follows:

Article I - Easements/Restrictions

Section 1.01. Perpetual Nonexclusive Access Easement. Subject to Section 4.08, below:

(a) Walmart hereby grants and conveys to American, for the benefit of the American Parcel, a perpetual, nonexclusive easement and right of American to use the Access Easement Area for the purpose of motor vehicular ingress and egress to and from the American Parcel and Washington Avenue (S.T.H 20) and the American Parcel and Green Bay Road (S.T.H. 31). American may commence use of the easement granted herein upon the latter of the following to occur: (i) American's completion of the work subject of Section 1.01(b)(i) below and (ii) Walmart's completion of all of the items set forth in Section 1.01(b)(ii) and (iii) below.

(b) The Parties agree that (i) once American has completed the Curb Cut Work on the American Parcel in the Curb Cut Area; (ii) the pavement and other improvements have been constructed and installed by Walmart within the Access Easement Area (the "**Improvements**"); and (iii) upon completion by Walmart of all other construction activities on the Walmart Parcel, necessary and/or required to open and operate a business thereon, American shall not park, load or unload vehicles or store items on or along the Access Easement Area, or allow any construction traffic to block the Access Easement Area, or otherwise interfere with the Parties' use of, or free flow of traffic on, the Access Easement Area. This perpetual, nonexclusive easement is for the benefit of the owner of the American Parcel and the American Parcel, and American 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 or any other adjacent property owner. In connection with Walmart's construction of the Improvements, Walmart agrees that it shall not permit storm water to drain from the Access Easement Area onto the American Parcel. In connection with American's construction of the pavement and other improvements within the Curb Cut Area and continued use of the Curb Cut Area, American agrees that it shall not permit storm water to drain from the Curb Cut Area and/or the American Parcel onto the Walmart Parcel.

(c) Walmart shall have the right, at its sole option and expense, to modify any of the Improvements and/or relocate the Access Easement Area and relocate the Curb Cut Area on the American Parcel, provided that access to the American Parcel is not unreasonably hindered or prohibited as a result of the modification or relocation. Upon any such relocation or modification of the Improvements, Curb Cut Area and/or Access Easement Area by Walmart, notwithstanding anything herein to the contrary, Walmart may record an amendment to this Agreement changing the depiction and/or legal description of the location of the Access Easement Area to correspond to the relocated Access Easement Area without the necessity of obtaining the consent of the owner of the American Parcel and the easement for prior location of said Access Easement Area shall be forever released and terminated upon the recording of said amendment.

(d) Walmart, as the owner of the Walmart Parcel shall be responsible for the maintenance, repair and replacement of the Improvements within the Access Easement Area, however American shall be responsible for the maintenance, repair and replacement of the Curb Cut Area. Notwithstanding the foregoing, any maintenance, repair or replacement costs arising out of damage to the Improvements and/or the Access Easement Area caused by the negligent or intentional acts or omissions

of the owner of the American Parcel, or such owner's employees, agents, guests or invitees shall be the sole responsibility of such owner. In the event the owner of the American Parcel, or such owner's employees, agents, guests or invitees damage the Improvements and/or the Access Easement Area, such owner agrees to promptly repair the damage. In the event the owner of the American Parcel fails to make such repairs promptly, the owner of the Walmart Parcel may make the necessary repairs and receive reimbursement from such owner for the cost of the repairs, which reimbursement shall be made no later than thirty (30) days after an invoice for such costs has been forwarded by the owner of the Walmart Parcel.

(e) In connection with the maintenance, repair and replacement of the Improvements within the Access Easement Area, American, as the owner of the American Parcel grants Walmart, as the owner of the Walmart Parcel an easement for encroachments on and over the portions of the American Parcel lying within twenty feet (20') from the edge of the Access Easement Area that may be required as a result of the aforementioned work, so long as such encroachments: (i) are kept within the reasonable requirements of construction work expeditiously pursued; and (ii) are planned so as to minimize interference with any ongoing business on the American Parcel.

(f) In addition to the indemnification set forth in Article III, below, the owner of the American Parcel (hereafter the indemnifying party), its and their successors and assigns, shall indemnify, defend and hold harmless Walmart from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses, and costs including, without limitation, reasonable attorney's fees, of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Walmart, its successors and assigns, by any person or entity or governmental agency, for, with respect to, or as a direct result of the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Materials (as defined herein below) as a result of American's activities on the American Parcel in, upon or under the Walmart Parcel and/or the Access Easement Area, including without limitation, any losses, liabilities (including strict liability), damage, injuries, expenses, and costs, including, without limitation, reasonable attorney's fees, of any settlement or judgment or claims asserted or arising under, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, any so called federal, state or local "Superfund" or "Superlien" statute, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability), or standards of conduct concerning any Hazardous Materials. "Hazardous Materials" shall mean those materials, substances, wastes, pollutants or contaminants which are deemed to be hazardous, toxic or radioactive and shall include but not be limited to those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," or other similar designations in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, the Hazardous Materials Transportation Act 49 U.S.C. § 1801 *et seq.*, and any other federal, state or local governmental statutes, laws, codes, ordinances, rules, regulations and precautions, or by common law decision, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) petroleum products or byproducts, or petroleum, including crude oil or any fraction thereof, or natural gas, natural gas liquids, liquefied natural gas, synthetic gas or mixtures of synthetic gas and natural gas, (iii) asbestos and (iv) polychlorinated biphenyls. The owner of the American Parcel shall also refrain from allowing or permitting the introduction of any materials or other substances onto the Access Easement Area that that would impair Walmart's use, operation and/or maintenance of the same.

(g) Walmart and American further covenant and agree that upon the (i) future development of the owners of the parcels commonly known as 5501 Washington Avenue (Parcel No. 151032213155000) (the "**5501 Parcel**") and 1230 Green Bay Road (Parcel No. 151032213156000) (the "**1230 Parcel**") and such owners request to Walmart and American to grant access over the American Parcel and the Access Easement Area and (ii) requirement of the Wisconsin Department of Transportation ("**WISDot**") of the owners of either of the 5501 Parcel and the 1230 Parcel to obtain said future access over the American Parcel and the Access Easement Area, Walmart and American shall each grant, to the requesting owner, an access easement, substantially similar in form and content to this Agreement, for the purpose of vehicular ingress and egress over the American Parcel and the Access Easement Area to and from the 5501 Parcel and the 1230 Parcel and Washington Avenue and Green Bay Road, except that the requesting owner shall be responsible at their sole cost and expense to perform the necessary construction and installation of the requisite improvements on its respective parcel to connect to the American Parcel for purposes of access to the Access Easement Area. Additionally, in connection with any future access over the American Parcel, the owners of the 5501 Parcel and the 1230 Parcel shall not adversely impact any parking spaces on the American Parcel in connection with said future access and shall pay the owner of the American Parcel a mutually agreed upon yearly maintenance fee in connection with said access.

Section 1.02. Temporary Construction Easement. Walmart hereby grants to American a temporary construction easement for incidental encroachments over that portion of the Walmart Parcel lying within five feet (5') from the edge of the Curb Cut Area that may be required as a result of the Curb Cut Work, so long as such encroachments: (i) are kept within the reasonable requirements of construction work expeditiously pursued; and (ii) are planned so as to minimize interference with any ongoing business on the Walmart Parcel.

Section 1.03. Restrictions on the American Parcel. American agrees that, as additional consideration for Walmart's agreement to grant the easement set forth herein, American, as the owner of the American Parcel, covenants and agrees that:

(a) No portion of the American Parcel shall be leased or occupied by or conveyed to any other party for use as or in support of (by way of example only, and not to be construed as a limitation, "in support of" shall include parking, access, landscaping, and utilities) for the purpose of operating any type of drug store or Pharmacy (as hereinafter defined). "**Pharmacy**", as this term is used herein, shall mean any retail or wholesale store of any size (free-standing or included within another store) which sells or dispenses prescription drugs or pharmaceuticals (either over-the-counter or by script/prescription), whether or not such activities are primary to such store.

(b) So long as Walmart, or any affiliate of Walmart, owns, leases, occupies, or otherwise has an interest in the Walmart Parcel, American shall not use, lease or occupy or convey to any other party any portion of the American Parcel for use as or in support of (by way of example only, and not to be construed as a limitation, "in support of" shall include parking, access, landscaping, and utilities) an establishment which emits noxious or offensive odors or for use as or in support of (by way of example only, and not to be construed as a limitation, "in support of" shall include parking, access, landscaping, and utilities) the following products, services or forms of entertainment, whether as its primary business or incidental to another business: (i) the sale, rental or exhibition of "X" rated motion pictures (in any format), the sale of books, magazines or other print material (or any electronic version thereof) which may not legally be sold to minors or which have as their primary emphasis the depiction of nudity, sexual conduct or other prurient interests; (ii) the offering of adult entertainment involving partial or complete nudity, with or without the sale of alcoholic beverages; (iii) the operation of a business which sells any product generally used for or in connection with the consumption or ingestion of illegal drugs such as bongs, water pipes, roach clips, coke spoons, hypodermic needles, cigarette papers, or any evolution of such products or any new product, generally used, or considered by the general public or law

enforcement officials as being used, primarily for the consumption or ingestion of illegal drugs; (iv) a massage parlor or any similar or other business offering "adult oriented" entertainment or services; or (v) any business that cashes checks or makes short-term or "payday advance" type loans.

Article II - Construction and Maintenance

Section 2.01. Construction of Improvements. Subject to Section 4.08 below, Walmart shall be responsible, at its sole cost and expense, to complete, or cause the completion of the Improvements within the Access Easement Area.

Section 2.02. Curb-Cut Construction. American, at its sole cost and expense, shall construct or cause the Curb Cut Work to be constructed in the Curb Cut Area.

Section 2.03. Improvements/Access Easement Maintenance. Upon completion of the Improvements within the Access Easement Area, Walmart shall be responsible for the maintenance (including, but not limited to, repaving, patching, resealing, keeping the same free of dirt and debris and snow and ice removal), repair and replacement of the Access Easement Area (collectively the "**Maintenance Work**"). American shall pay to Walmart, on an annual basis in advance, with such payment due on January 1 of each year the sum of Six Hundred Dollars (\$600.00) (the "**Annual Maintenance Work Payment**") as its share of the annual costs incurred by Walmart for the Maintenance Work. A failure by American to pay any Annual Maintenance Work Payment to Walmart as provided for herein, shall cause such amounts(s) shall to constitute a lien upon the American Parcel in favor of Walmart.

Section 2.04. Damage. Notwithstanding anything to the contrary that may be contained herein, any maintenance, repair or replacement costs arising out of damage to the Improvements, and/or the Access Easement Area caused by the negligent or intentional acts or omissions of American or American's employees, agents, guests or invitees shall be the sole responsibility of American. In the event American's employees, students, guests or invitees damage the Improvements and/or the Access Easement Area, American agrees to promptly repair the damage. In the event American fails to make such repairs promptly, Walmart may, but shall not be obligated to, make the necessary repairs and receive reimbursement from American for the cost of the repairs, which reimbursement shall be made no later than thirty (30) days after an invoice for such costs has been forwarded by Walmart.

Section 2.05. Curb-Cut Area Maintenance. American, as the owner of the American Parcel, shall be responsible, at its sole cost and expense, for the maintenance, repair, and replacement of the Curb Cut Area and related appurtenances on the American Parcel. American covenants and agrees to maintain, repair and replace the Curb Cut Area in a state of good working order, condition and repair and in accordance with all applicable laws and regulations, including, but not limited to, repaving, patching, resealing, keeping the same free of dirt and debris and snow and ice removal. In the event that American fails to maintain and/or repair the Curb Cut Area following thirty (30) days written notice of said failure sent by Walmart to American, Walmart may, but shall not be obligated to, undertake the necessary maintenance and/or repair and receive reimbursement from American for the actual costs incurred by Walmart for said necessary maintenance and/or repair, which reimbursement shall be made by American no later than thirty (30) days after an invoice for the same have been forwarded by Walmart to American. Notwithstanding the foregoing, in the event of an emergency Walmart shall not have to provide any such written notice of default hereunder to American and may immediately cure said default and seek reimbursement of said costs as provided in the foregoing sentence.

Article III - Insurance; Indemnification

Section 3.01. Indemnification.

(a) American shall defend, indemnify and hold harmless Walmart and its employees, officers and agents, from and against all claims, losses, liens, liabilities, damages and expenses, including reasonable attorney's fees arising out of: (i) its performance of the Curb Cut Work, the use of the Access Easement Area, the Improvements and/or the Curb Cut Area by American or American's customers, agents, contractors, employees or invitees; or (ii) any other default under this Agreement by American.

(b) Walmart hereby agrees that it shall defend, indemnify and hold harmless American and its employees, officers and agents, from and against all claims, losses, liens, liabilities, damages and expenses, including reasonable attorney's fees arising out of: (i) the use of the Access Easement Area and/or the Improvements by Walmart or Walmart's customers, agents, contractors, employees or invitees; or (ii) any other default under this Agreement by Walmart.

Section 3.02 Insurance. 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 Section 3.02 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 Section 3.02, so long as the net worth of Walmart shall exceed One Hundred Million Dollars (\$100,000,000), Walmart shall have the right to retain the financial risk for any claim by self insuring.

Article IV - Miscellaneous

Section 4.01. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

Section 4.02. The Article 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.

Section 4.03. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto and shall run with land and constitute an equitable servitude on the property affected hereby. This Agreement may be amended, modified or terminated at any time by a declaration in writing, executed and acknowledged by all the Parties to the Agreement or their successors or assigns; this Agreement shall not be otherwise amended, modified or terminated.

Section 4.04. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings among the Parties hereto concerning the parcels and there are no covenants, promises,

agreements, conditions or understandings, either oral or written, among them other than those that are herein set forth.

Section 4.05. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement. The effective date of this Agreement, to be inserted at the top of the first page, shall be the date on which the last party to sign this Agreement has executed the Agreement.

Section 4.06. Time is of the essence under this Agreement.

Section 4.07. All notices, demands and requests given or required to be given pursuant to this Agreement shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if served in person, by messenger or courier service, or sent by nationally recognized overnight delivery service or United States registered or certified mail, postage prepaid, return receipt required, addressed to Walmart at the address above, or to its successors and assigns, or to American at the address above or to its successors and assigns, or to such other address as such owner or mortgagee having a mortgage on the applicable parcel or their successors and assigns may hereafter designate by written notice to the other owner. Any notice given in accordance with the provisions of this Section 4.07 shall be deemed to be received and effective on the date of delivery if personally delivered, two days after the date mailed, if mailed, or one day after the date delivered to the FedEx or other nationally recognized overnight mail courier if sent by the same.

Section 4.08. Walmart's obligation to construct the Improvements shall not be effective or binding on the Parties hereto in any manner unless and until Walmart commences construction of its store on the Walmart Parcel and secures permits for construction of the Improvements. If at any time prior to such construction, Walmart determines, in its sole and absolute discretion, not to move forward with the construction of its store on the Walmart Parcel or of the Improvements, it may so notify American and this Agreement shall terminate upon Walmart recording a termination notice. Such termination notice, if recorded pursuant to this Section 4.08, shall not require the consent of American to effectively terminate this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates set forth below their respective signatures.

[signatures commence on the following page]

SIGNATURE PAGE TO ACCESS EASEMENT AND RESTRICTION AGREEMENT
BY AND BETWEEN WAL-MART REAL ESTATE BUSINESS TRUST AND
AMERICAN BUILDING LLC

AMERICAN:

AMERICAN BUILDING LLC,
a Wisconsin limited liability company.

By: Thomas J. Potisk

Print Name: Thomas J. Potisk

Its: managing member/owner

Date: January 8, 2013

STATE OF WISCONSIN)
) ss
COUNTY OF Racine)

The foregoing instrument was acknowledged before me this 8 day of January, 2013, by Thomas J. POTISK, the managing member of AMERICAN BUILDING LLC, a Wisconsin limited liability company, on behalf of the company.

Sinda M. Terry
Sinda M. Terry Notary Public
Racine County: Wisconsin
My Commission Expires: 4-21-2014
Acting in the County of: Racine

(signatures continue on next page)

SIGNATURE PAGE TO ACCESS EASEMENT AND RESTRICTION AGREEMENT
BY AND BETWEEN WAL-MART REAL ESTATE BUSINESS TRUST AND
AMERICAN BUILDING LLC

WALMART:

**WAL-MART REAL ESTATE
BUSINESS TRUST,**

a Delaware statutory trust

By: _____

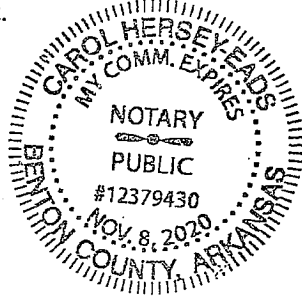
John Clarke

Its: Vice President-Real Estate

Date: January 10, 2013

STATE OF ARKANSAS)
) ss
COUNTY OF BENTON)

The foregoing instrument was acknowledged before me this 10 day of January, 2013, by John Clarke, Vice President-Real Estate, of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of the trust.



CAROL HERSEY-EADS, Notary Public
BENTON County, Arkansas
My Commission Expires: 11/08/2020
Acting in the County of: Benton

Prepared outside the State of Wisconsin by
and when recorded return to:

Dawda, Mann, Mulcahy & Sadler, PLC
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48304
Attn: Dana Kreis Glencer, Esq.

EXHIBIT A

ACCESS EASEMENT AREA

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

WASHINGTON AVENUE (S.T.H. 20)

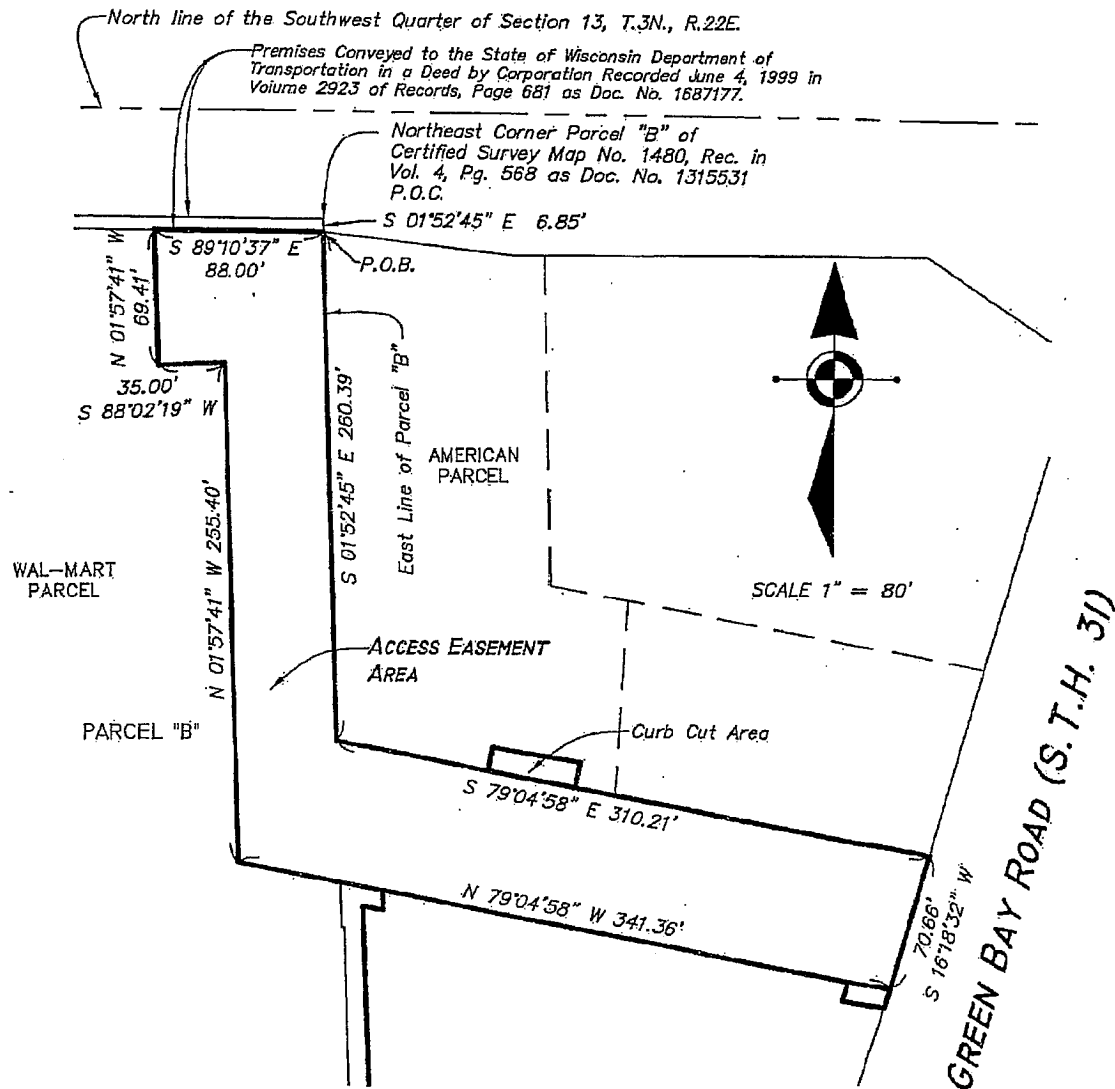


EXHIBIT A

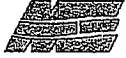
SCALE: 1"=1'		ACCESS EASEMENT AREA
DRAWN BY: RGT	McClure Engineering Associates, Inc.	TOWN OF MT. PLEASANT, WISCONSIN
CHECKED BY: JAW	2417 North 18th Court Milwaukee, Wisconsin 53226 (414) 616-6690 FAX (414) 616-6663	WASHINGTON AVENUE (STH 20) MT. PLEASANT, WISCONSIN

EXHIBIT B

Legal Description of American 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 a standard Racine County monument marking the center of said Section 13; run thence North 89°10'36" West 565.74 feet on the East-West ¼ line of said Section 13; thence South 02°11'58" East 55.08 feet to a ¾ inch diameter iron pipe stake on the South line of S.T.H. No. 20 right-of-way and the point of beginning of this description; run thence South 89°10'36" East 115.00 feet on the South line of S.T.H. No. 20 right-of-way to a P.K. Nail; thence South 02°11'58" East 186.24 feet to a ¾ inch diameter iron pipe stake; thence South 79°04'58" East 40.24 feet to a ¾ inch diameter iron pipe stake; thence South 04°18'33" West 99.74 feet to a ¾ inch diameter iron pipe stake; thence North 79°04'58" West 136.55 feet (actual 146.55 feet) to a ¾ inch diameter iron pipe stake; thence North 02°11'58" West 267.47 feet to the point of beginning. Excepting therefrom premises conveyed for highway purposes in Volume 2847 of Records, Page 727, as Document No. 1658500. Also excepting therefrom land conveyed in Warranty Deed recorded June 27, 2002 in Volume 3454 of Records, Page 350, as Document No. 1837610.

Address: 5605 Washington Avenue
Tax Key No. 151-032213136000

EXHIBIT B

EXHIBIT C

Legal Description for Access 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 Northeast corner of Parcel "B" as designated upon the Certified Survey Map No. 1480 that is part of the Northeast Quarter of the Southwest Quarter of said Section 13, recorded in Volume 4, Page 568 as Document No. 1315531 in the Register of Deeds for Racine County, Wisconsin; thence Southerly along the East line of said Parcel "B", a distance of 6.85 feet to 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 said Register of Deeds, said point being the Point of Beginning of the following described parcel; thence South 01 degree 52 minutes 45 seconds East along the East line of said Parcel "B", a distance of 260.39 feet; thence South 79 degrees 04 minutes 58 seconds East, a distance of 310.21 feet; thence South 16 degrees 18 minutes 32 seconds West, a distance of 70.66 feet; thence North 79 degrees 04 minutes 58 seconds West, a distance of 341.36 feet; thence North 01 degree 57 minutes 41 seconds West, a distance of 255.40 feet; thence South 88 degrees 02 minutes 19 seconds West, a distance of 35.00 feet; thence North 01 degree 57 minutes 41 seconds West, a distance of 69.41 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 88.00 feet to the Point of Beginning.

EXHIBIT C

Document Number

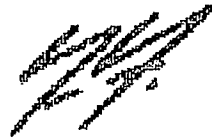
**DISTRIBUTION EASEMENT
UNDERGROUND**

WR NO. 3432697

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, 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 non-exclusive 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 **Lot A of Certified Survey Map No. 1480**, being a part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Village of Mount Pleasant, County of Racine, State of Wisconsin.

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
Pages: 4



RETURN TO:

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

151-03-22-13-135-010
(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, electric pad-mounted vacuum fault interrupter, 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. Notwithstanding the foregoing, landscaping, which shall include but not be limited to, flowers, shrubs and the like, shall be expressly permitted. However, Grantor agrees that said landscaping is subject to Paragraph five below.
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 the initial installation of said facilities or any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Indemnify and Hold Harmless:** In consideration of the foregoing grant, it is understood that during the time said underground electrical facilities are located on the premises of the Grantor pursuant to this grant, Grantee will indemnify and save 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 Grantee's exercise of any of its rights under this easement; excepting however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its successors and assigns, employees, agents and invitees.

7. **Relocation:** The easement granted herein is a permanent non-exclusive easement and will continue in full force and effect. Notwithstanding, Grantor shall have the right to have said facilities relocated at its expense provided such relocation does not conflict with Grantee's needs and that Grantor provide a new easement for facilities upon Grantor's property. Grantee shall release its rights granted pursuant to this easement after such replacement easement is provided.
8. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
9. **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.

Grantor:

WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware statutory trust

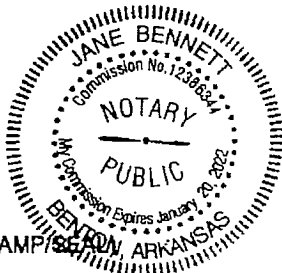
By: _____

Name: Frank V. Pampalone

Its: Director of Design

Date of Execution: 5/23/13

The foregoing instrument was acknowledged before me in Benton County, State of Arkansas, on the 23 day of May, 2013, by Frank V. Pampalone, the Director of Design for Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of the Trust.



(NOTARY STAMP)

Notary Public Signature, State of Arkansas

JANE BENNETT
Notary Public Name (Typed or Printed)

My commission expires 1-20-2022
Acting In the County of Benton

Grantee:

WISCONSIN ELECTRIC POWER COMPANY,
d/b/a WE ENERGIES, a Wisconsin Corporation

By: James T. Raabe

Name: James T. Raabe

Its: Manager of Property Management

Date of Execution: 5/30/13

The foregoing instrument was acknowledged before me in Milwaukee County, State of Wisconsin, on May 30, 2013,
by James T. Raabe, the Manager of Property Management of Wisconsin
Electric Power Company, a Wisconsin corporation, d/b/a We Energies, on behalf of the corporation.

Tracy Zwiebel
Notary Public Signature, State of Wisconsin

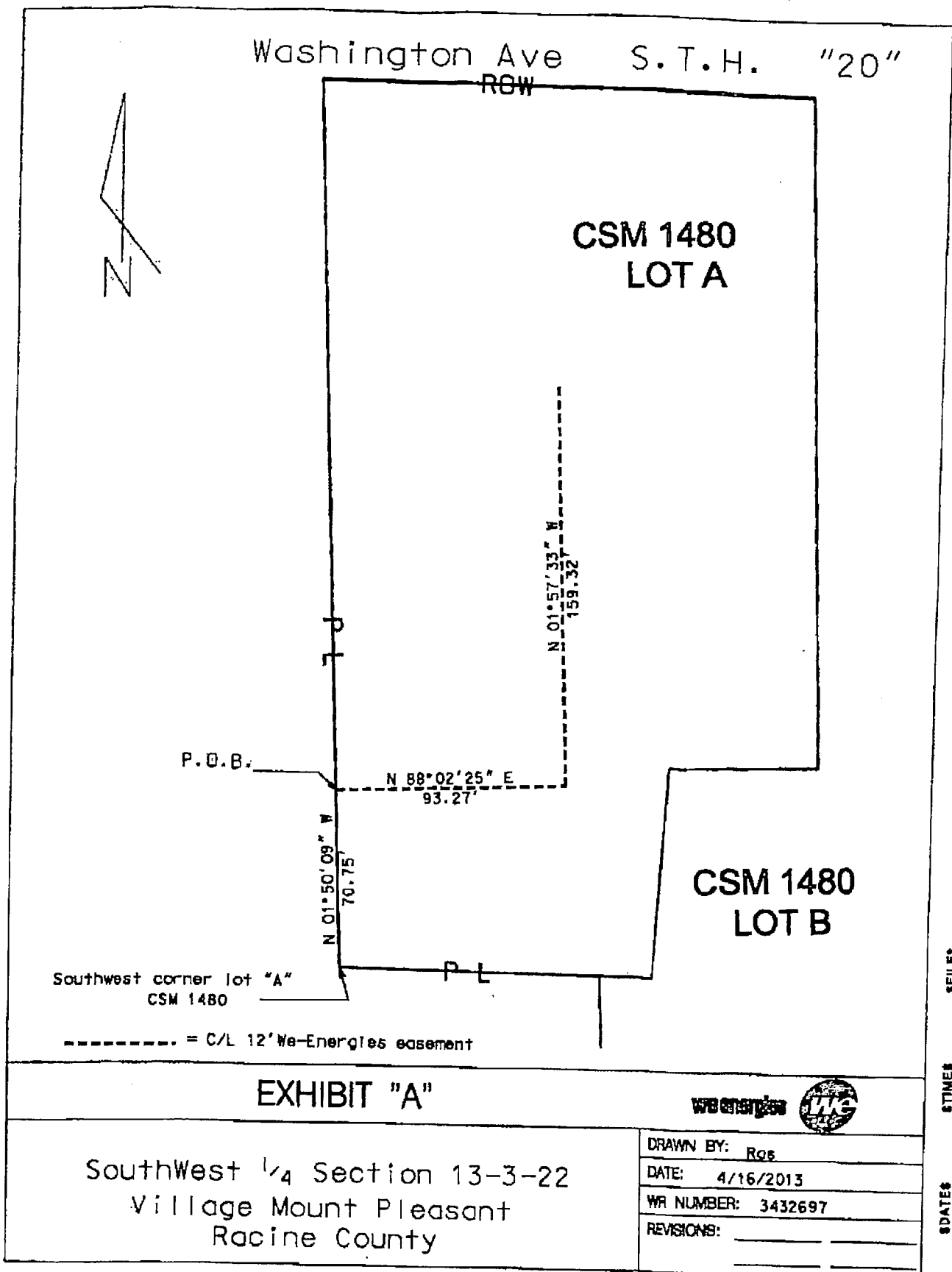
Tracy Zwiebel
Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires 11-13-16
Acting in the County of Milwaukee

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

Mt. Pleasant, WI / Store No. 5695-00 / TC No. 2010-58679



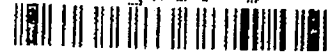
Performance Bond #105828380

Document Title Above

Store # 5695

[Handwritten signature]

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 9



See Attached Legal Description

20.9

Return to Name and Address Below

JOE ZUTAKIS

820 Lakeside Dr.

Gurnee IL 60031

1/15/03 2213135010

1/15/03 2213135020

Parcel ID Number(s)

Document Prepared X SCOTT A. SOLIMA
X [Signature]

LEGAL DESCRIPTION

PARCEL I:

Lots Lettered "A and B" of CERTIFIED SURVEY MAP NO. 1480, part of the Northeast Quarter 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, 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 on Page 681, as Document No. 1687177.

TAX KEY NO. 151-032213135010 (A)

TAX KEY NO. 151-032213135020 (B)

5625 WASHINGTON AVENUE

PARCEL II:

A non-exclusive easement for ingress and egress for the benefit of Parcel I over the following described parcel: 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 said Southwest Quarter, thence South 01 degree 50 minutes 09 seconds East, a distance of 55.06 feet on the West line of said Southwest Quarter, thence South 89 degrees 10 minutes 36 seconds East, a distance of 1,495.88 feet parallel with the North line of said Southwest Quarter to the Point of Beginning of this description; thence South 01 degree 50 minutes 09 seconds East, a distance of 340.00 feet parallel with the West line of said Southwest Quarter; thence South 89 degrees 10 minutes 36 seconds East, a distance of 104.46 feet; thence North 01 degree 50 minutes 09 seconds West, a distance of 340.00 feet to the South line of Highway #20; thence North 89 degrees 10 minutes 36 seconds West along the South line of Highway #20, a distance of 104.46 feet to the Point of Beginning.

PARCEL III:

Non-exclusive easements contained in a Declaration of Easements and Restrictions recorded on July 18, 1990 in Volume 2023 of Records on Page 921, as Document No. 1315547.

I HEREBY STATE that at the request of and for the exclusive benefit of Gatlin Development Company, Inc., a California corporation and Wisconsin Title Service Company, Inc., I have conducted a boundary survey of the above described property in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys as jointly established and adopted by the American Land Title Association and the American Congress on Surveying and Mapping in 2005, and includes items 1, 2, 3, 4, 5, 6, 7a, 8, 10, 11b, 13, 15 and 17 on Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS, and ACSM and in effect on the date of this certification, the undersigned further certifies that the survey measurements were made in accordance with the Minimum Angle, Distance and Closure Requirements for Survey Measurements Which Control Land Boundaries for ALTA/ACSM Land Title Surveys.

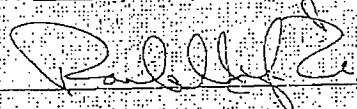
I FURTHER STATE that no buildings on the adjacent property encroach on this property and that no buildings on this property encroach on the adjacent property. There are no fictitious gaps and/or gores in the legal description.

I FURTHER STATE that no investigation concerning environmental and subsurface conditions, or for the existence of underground or overhead containers or facilities which may affect the use or development of this property was made as part of this survey.

I FURTHER STATE that I have relied on the title documents furnished to me by the owner's representative and that the following title commitment was furnished to me as part of this survey: Commitment No. 0909A0512, 3rd amended, with an effective date of January 14, 2011 by Wisconsin Title Service Company, Inc.

I FURTHER STATE that based upon review of the Federal Emergency Management Agency Firm Flood Insurance Rate Map County of Racine, Wisconsin, Panel No. 5503470070B, with an effective date of April 1, 1982 that all of the property described above is located within Zone C (areas of minimal flooding).

Dated this 4th day of February, 2011.



Randall G. Trei
Wisconsin Professional Land Surveyor No. 2324
McClure Engineering Associates, Inc.
7282 Argus Drive
Rockford, Illinois 61107
(815) 398-2332

Current License Expires 1-31-2012



Bond No. 105828380

PERFORMANCE BOND

Exhibit "A" to Supplementary Conditions

KNOW ALL MEN BY THESE PRESENTS, That William A. Randolph, Inc.

(hereinafter called the "Principal"), as Principal and

Travelers Casualty and Surety Company of America

a corporation, duly authorized to do business in IL (project state) (hereinafter called the "Surety"), are held and firmly bound unto WAL-MART STORES, INC. (hereinafter called the "Obligee"), and its representatives, successors and assigns, in the sum of Six Million Dollars and 00/100

Dollars (\$6,000,000.00)

for the payment of which sum well and truly to be made the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has been awarded a contract with Obligee for New Neighborhood Market Store

#5695-00 Mount Pleasant, Wisconsin

(hereinafter called the "Contract") and which Contract is hereby referred to and incorporated by express reference as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal shall well and truly perform all the work, undertakings, covenants, terms, conditions, and agreements of said Contract within the time provided therein and any extensions thereof that may be granted by Obligee, and during the life of any maintenance obligation, guaranty or warranty required under said Contract, and shall also well and truly perform all the undertakings, covenants, terms, conditions, and agreements of any and all modifications of said Contract that may hereafter be made, and shall indemnify and save harmless said Obligee of and from any and all loss, damage, and expense, including costs and attorneys' fees, which the said Obligee may sustain by reason of Principal's failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, waiver, or other modification of the terms of either the said Contract or in the said work to be performed, or in the specifications, or in the plans, or in the Contract documents, or any forbearance on the part of either the Obligee or Surety to the other, shall in any way affect said Surety's obligation on this Bond, and said Surety does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, waivers, or other modifications.

The parties executing this Bond on behalf of Principal and Surety represent and warrant that they are duly authorized to bind the Principal and Surety respectively.

May 12, 2008

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this 18th day
of January, 2013 the name and corporate seal of each corporate party being hereto affixed and these
presentis duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL: William A. Randolph, Inc.

By: Anthony Riccardi

Title: President

820 Lakeside Drive, Unit 3

Gurnee, IL 60031

(Principal's Address)

Witness:

Edna C. C.

Or Secretary's Attest

ASSR
[SEAL]



SURETY: Travelers Casualty and Surety Company of America

By: Christine Eitel

Christine Eitel

Title: Attorney-in-Fact

One Tower Square

Hartford, CT 06183

(Surety's Address)

Ila Delman

Witness: Ila Delman

Or Secretary's Attest

[SEAL]

Attach Power of Attorney if executed by
attorney-in-fact on behalf of Surety

May 12, 2008

Bond No. 105828380

PAYMENT BOND

Exhibit "B" to the Supplementary Conditions

KNOW ALL MEN BY THESE PRESENTS, That William A. Randolph, Inc.
(hereinafter called the "Principal"),
as Principal and Travelers Casualty and Surety Company of America
a corporation, duly authorized to do business in IL, (hereinafter called the
"Surety"), are held and firmly bound unto WAL-MART STORES, INC. (hereinafter
called the "Obligee"), and its representatives, successors and assigns, in the sum of
Six Million Dollars and 00/100 Dollars (\$6,000,000.00) for the
payment of which sum well and truly to be made the said Principal and Surety bind
themselves, and their respective heirs, administrators, executors, successors and assigns
jointly and severally, firmly by these presents.

WHEREAS, the Principal has been awarded a contract with Obligee for New
Neighborhood Market Store #5695-00 Mount Pleasant, Wisconsin (hereinafter
called the "Contract") and which Contract is hereby referred to and incorporated by
express reference as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
Principal shall promptly make payment in full to all persons or entities supplying labor,
material, supplies, services, utilities and equipment in the prosecution of the work
provided for in said Contract and any and all modifications of said Contract that may
hereafter be made, and shall indemnify and save harmless said Obligee of and from any
and all loss, damage, and expense, including costs and attorneys' fees, which the said
Obligee may sustain by reason of Principal's failure to do so, then this obligation shall be
null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission,
waiver, or other modification of the terms of either the said Contract or in the said work
to be performed, or in the specifications, or in the plans, or in the Contract documents, or
any forbearance on the part of either the Obligee or Principal to the other, shall in any
way affect its obligation on this Bond, and Surety does hereby waive notice of any such
changes, extensions of time, alterations, additions, omissions, waivers, or other
modifications.

The said Principal and the said Surety agree that this Bond shall inure to the benefit of all
persons or entities as supplying labor, material, supplies, services, utilities and equipment
in the prosecution of the work provided for in said Contract, as well as to the Obligee,
and that any of such persons or entities may maintain independent actions upon this Bond
in the name of the person or entities bringing any such action.

The parties executing this Bond on behalf of Principal and Surety represent and warrant
that they are duly authorized to bind the Principal and Surety, respectively.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 18th day of January, 2013, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL: William A. Randolph, Inc.

By: Anthony Riccardi

Title: President

820 Lakeside Drive, Unit 3

Gurnee, IL 60031

(Principal's Address)

Witness:

Eduard Al

Or Secretary's Attest

ASST
[SEAL]



SURETY: Travelers Casualty and
Surety Company of America

By: Christine Eitel

Christine Eitel

Title: Attorney-in-Fact

One Tower Square

Hartford, CT 06183

(Surety's Address)

Ila Delman

Witness: Ila Delman

Or Secretary's Attest

[SEAL]

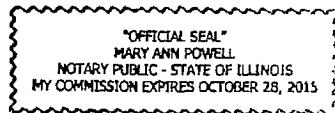
Attach Power of Attorney if executed by
attorney-in-fact on behalf of Surety

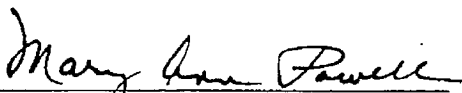
STATE OF ILLINOIS

COUNTY OF Cook

On this 18th day of January, 2013 before me came Christine Eitel executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the therein described and authorized ATTORNEY-IN-FACT of Travelers Casualty and Surety Company of America that the seal affixed to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal this day and year first written above.




Mary Ann Powell, Notary Public

(Seal).



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 105828380

Principal: William A. Randolph, Inc.

OR

Project Description: New Neighborhood Market Store #5695-00 Obligor: Wal-Mart Stores, Inc.
Mount Pleasant, Wisconsin

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Christine Eitel** of the City of **Chicago**, State of **IL**, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **10th** day of **September, 2012**.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

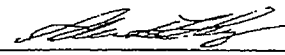
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

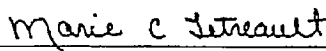

Robert L. Raney, Senior Vice President

On this the **10th** day of **September, 2012**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2016**.




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of January, 2013.

Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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

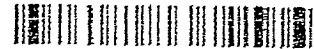
Document Title Above

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

James A. Ladwig

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$103.00



103

Return to Name and Address Below

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

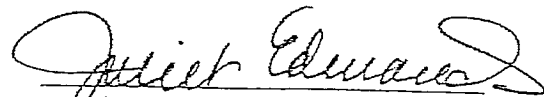
see attached parcel
listing
Parcel ID Number(s)

RESOLUTION NO. 3-98

CERTIFICATION

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

Dated this 24th day of April, 2009.



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

RESOLUTION 3- 98

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

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

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

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

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

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

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

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

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

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

page 2

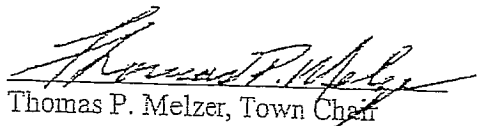
BE IT FURTHER RESOLVED that pursuant to Section 66.058 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District Commission is hereby created and shall be responsible for management and administration of the Utility District, subject to any approval, reporting or other requirements or restrictions imposed by the Town Board, and

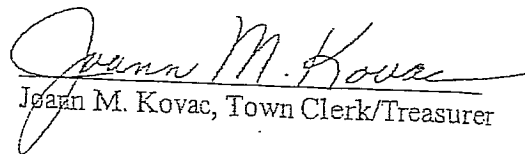
BE IT FURTHER RESOLVED that the Mt. Pleasant Storm Water Utility District Commission shall consist of three (3) Commissioners duly appointed by the Town Board. The initial Commissioners shall serve until their successors are appointed by the Town Board.

Dated this 26th day of January, 1998

Approved:

Attest:


Thomas P. Melzer, Town Chair


Joann M. Kovac, Town Clerk/Treasurer

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

PLEASE TAKE NOTICE:

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

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

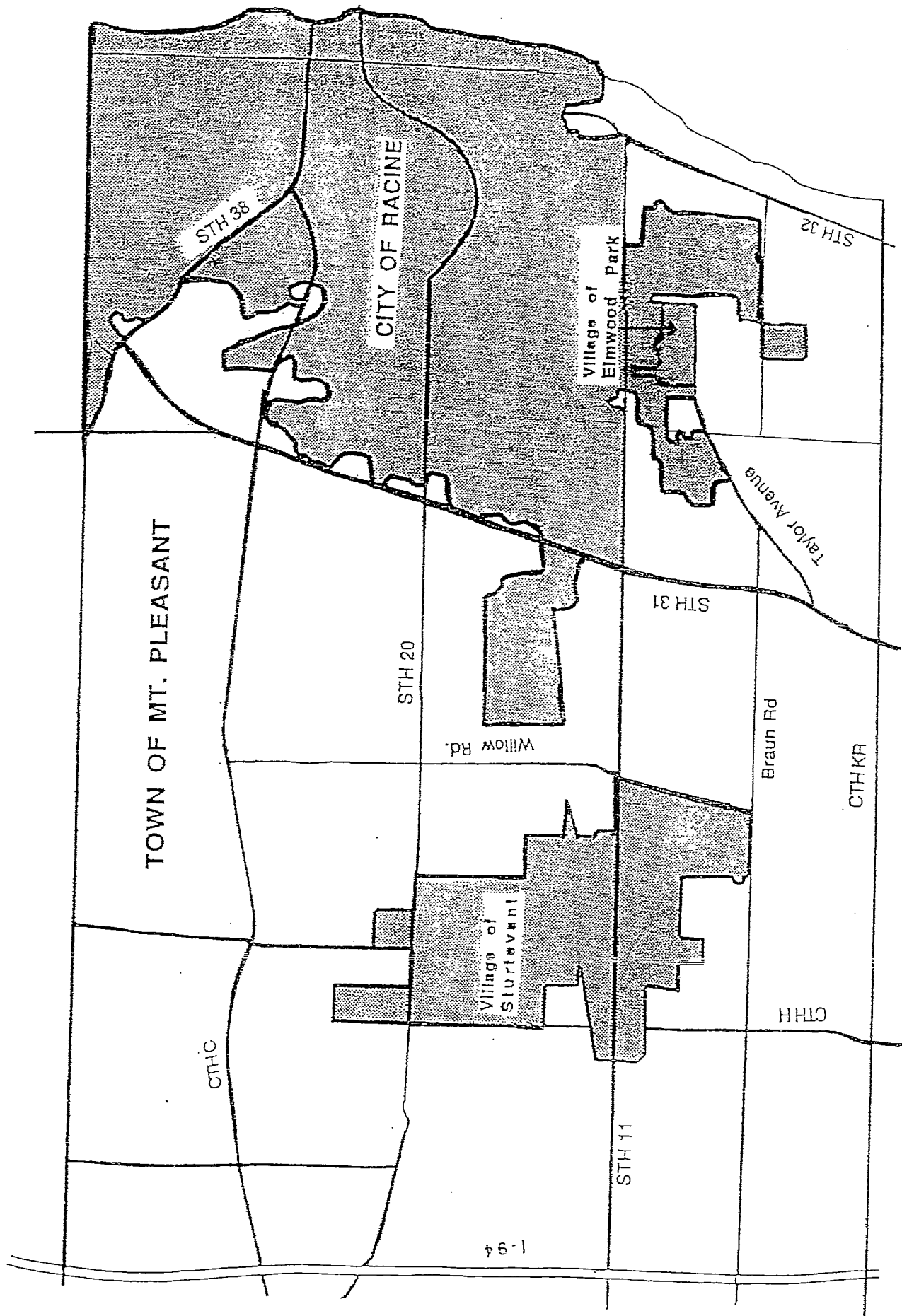
At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the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

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

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

DESCRIPTION

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



3741151032213087000	3742 151032213088000	3743 151032213089000	3744 151032213090000	3745 151032213091000
3746 151032213092000	3747 151032213093000	3748 151032213094000	3749 151032213095000	3750 151032213096000
3751 151032213097000	3752 151032213099000	3753 151032213100000	3754 151032213102010	3755 151032213103000
3756 151032213104000	3757 151032213105000	3758 151032213106000	3759 151032213112000	3760 151032213114000
3761 151032213115030	3762 151032213115050	3763 151032213115070	3764 151032213115080	3765 151032213115090
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3776 151032213117102	3777 151032213117103	3778 151032213117201	3779 151032213117202	3780 151032213117203
3781 151032213118000	3782 151032213119000	3783 151032213120000	3784 151032213121010	3785 151032213121020
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3806 151032213145000	3807 151032213146000	3808 151032213147000	3809 151032213148000	3810 151032213149000
3811 151032213149001	3812 151032213149002	3813 151032213149003	3814 151032213149004	3815 151032213150000
3816 151032213150010	3817 151032213151000	3818 151032213151010	3819 151032213152000	3820 151032213154001
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