



Integrity. Experience. Innovation.

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

Refer Inquiries to: Mary K. Payne (mary@knightbarry.com)  
Completed on:2/20/20 8:58 am  
Last Revised on:2/20/20 8:58 am  
Printed on:2/20/20 8:58 am

**Applicant Information**

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

Sales Representative:Craig Haskins

**Property Information**

(Note: values below are from the tax roll)

Effective Date: 12/17/2019 at 8:00 am

Owner(s) of record:Realty Income Corporation, a Maryland corporation

Property address:1230 S Green Bay Road, Racine, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: That part of the Southwest ¼ of Section 13, Township 3 North, Range 22 East, bounded as follows: Commence at the West ¼ corner of said Section 13; run thence South 89° 10' 36" East 2507.59 feet along the East-West ¼ line of said Section 13; thence South 16° 04' 49" West 291.14 feet along the West line of State Trunk Highway #31 right of way to a ¾ inch diameter iron pipe stake and the point of beginning of this description; continue thence South 16° 04' 49" West 99.48 feet along said right of way to a ¾ inch diameter iron pipe stake; thence North 79° 04' 58" West 165.92 feet to a ¾ inch diameter iron pipe stake; thence North 04° 18' 45" East 99.74 feet to a ¾ inch diameter iron pipe stake; thence South 79° 04' 58" East 186.36 feet to the point of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No: 151-03-22-13-156-000

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

Midas Realty Corporation Lease and other matters contained in instrument recorded May 12, 1978, in Volume 1443, Page 270, as Document No. 1027295. Along with Assignment recorded May 12, 1978, in Volume 1443, Page 279, as Document No. 1027297. Also along with Assignment recorded May 12, 1978, in Volume 1443, Page 295, as Document No. 1027301. Along with Correction Assignment of Lease recorded March 23, 1998, in Volume 2738, Page 539, as Document No. 1618201. Along with Assignment of Lease recorded March 23, 1998, in Volume 2738, Page 542, as Document No. 1618202. And further along with Assignment of Lease recorded March 23, 1998, in Volume 2738, Page 545, as Document No. 1618203.

Memorandum of Lease and other matters contained in instrument recorded May 22, 2002, in Volume 3433, Page 43, as Document No. 1832410.

**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.

Award of Damages and other matters contained in the instrument recorded January 11, 1963 in Volume 767, Page 133 as Document No. 746477. Along with Affidavit recorded May 22, 1964, in Volume 821, Page 128, as Document No. 770017.

Agreement for Mutual Easements and other matters contained in the instrument recorded October 17, 1974 in Volume 1242, Page 204 as Document No. 947300.

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded February 24, 1975 in Volume 1254, Page 472 as Document No. 952180.





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Grant of Easement and other matters contained in the instrument recorded April 29, 1975 in Volume 1261, Page 488 as Document No. 955001.

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

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

### Judgments / Liens

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 2019 in the amount of \$9,232.93, and all prior years are paid.

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

### Other Matters

None

### Footnotes

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

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

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

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



(64)

1079317

## 2018 Property Record | Racine County, WI

Assessed values not finalized until after Board of Review  
Property information is valid as of 11/12/2019 1:01:22 PM

<p style="text-align: center;"><b>Owner Address</b></p> <p>REALTY INCOME CORPORATION, P O BOX 52427</p> <p>ATLANTA, GA 30355</p>	<p style="text-align: center;"><b>Owner</b></p> <p>REALTY INCOME CORPORATION</p>																																																			
<p style="text-align: center;"><b>Property Information</b></p> <p><u>Parcel ID:</u> 151-032213156000</p> <p><u>Document #</u> 1618200</p> <p><u>Tax Districts:</u> UNIFIED SCHOOL DISTRICT</p>	<p style="text-align: center;"><b>Property Description</b></p> <p style="text-align: center;"><i>For a complete legal description, see recorded document.</i></p> <p>PT SW1/4 COM W1/4 COR E2507 SW291 TO POB SW99 NW165 NE99 SE186 TO POB **TOTAL ACRES** 00.40</p> <p><u>Municipality:</u> 151-VILLAGE OF MT PLEASANT</p> <p><u>Property Address:</u> 1230 GREEN BAY S RD</p>																																																			
<p style="text-align: center;"><b>Tax Information</b></p> <p style="text-align: right;"><a href="#">Print Tax Bill</a></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;">4,777.93</td> </tr> <tr> <td><u>Second:</u></td> <td style="text-align: right;">4,455.00</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;">9,232.93</td> </tr> <tr> <td><u>Base Tax:</u></td> <td style="text-align: right;">8,981.92</td> </tr> <tr> <td><u>Special Assessment:</u></td> <td style="text-align: right;">321.00</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;">69.99</td> </tr> <tr> <td><u>Amount Paid:</u> (View payment history info below)</td> <td style="text-align: right;">9,232.93</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>	4,777.93	<u>Second:</u>	4,455.00	<u>Third:</u>	0.00	<u>Total Tax Due:</u>	9,232.93	<u>Base Tax:</u>	8,981.92	<u>Special Assessment:</u>	321.00	<u>Lottery Credit:</u>	0.00	<u>First Dollar Credit:</u>	69.99	<u>Amount Paid:</u> (View payment history info below)	9,232.93	<u>Current Balance Due:</u>	0.00	<u>Interest:</u>	0.00	<u>Total Due:</u>	0.00	<p style="text-align: center;"><b>Land Valuation</b></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>0.40</td> <td>\$217,800</td> <td>\$230,900</td> <td>\$448,700</td> </tr> <tr> <td></td> <td>0.40</td> <td>\$217,800</td> <td>\$230,900</td> <td>\$448,700</td> </tr> <tr> <td colspan="4"><u>Assessment Ratio:</u></td> <td style="text-align: right;">0.9856968380</td> </tr> <tr> <td colspan="4"><u>Fair Market Value:</u></td> <td style="text-align: right;">455300.00</td> </tr> </tbody> </table>	<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>	2	0.40	\$217,800	\$230,900	\$448,700		0.40	\$217,800	\$230,900	\$448,700	<u>Assessment Ratio:</u>				0.9856968380	<u>Fair Market Value:</u>				455300.00
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\*No data found for Delinquent Tax Summary in 2018



# Racine County

Owner (s):

**REALTY INCOME CORPORATION**

Location:

**Section, Sect. 13, T3N, R22E**

Mailing Address:

**REALTY INCOME CORPORATION****P O BOX 52427****ATLANTA, GA 30355-0000**

School District:

**4620 - UNIFIED SCHOOL DISTRICT**

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

**151-03-22-13-156-000 151-VILLAGE OF MT PLEASANT Active**

Alternate Tax Parcel Number: Acres:

**0.4**

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

**PT SW1/4 COM W1/4 COR E2507 SW291 TO POB SW99 NW165 NE99 SE186 TO POB \*\*TOTAL ACRES\*\*  
00.40**

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

**1230 GREEN BAY RD S RACINE, WI 53406**

0 Lottery credits claimed

## Tax History

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

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2018	\$9,232.93	\$9,232.93	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$9,309.91	\$9,309.91	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$10,240.30	\$10,240.30	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$10,242.50	\$10,242.50	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$9,687.64	\$9,687.64	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$10,193.83	\$10,193.83	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$10,528.03	\$10,528.03	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$9,601.88	\$9,601.88	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$5,862.63	\$5,862.63	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$6,299.01	\$6,299.01	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$5,751.46	\$5,751.46	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>						<b>\$0.00</b>

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

DOCUMENT #

1832409

REGISTER'S OFFICE  
RACINE COUNTY, WI

Document No.

**SPECIAL WARRANTY  
DEED WITH  
ASSIGNMENTS**

RECORDED \_\_\_\_\_

2002 MAY 22 AM 11:17

MARK ALLADD  
REGISTER OF DEEDS

This deed, made between Midas Properties, Inc., a New York corporation, Grantor and Realty Income Corporation, a Maryland corporation, Grantee

Witnesseth, that the said Grantor, for a valuable consideration conveys to Grantee the following described real estate in Racine County, State of Wisconsin (the "Property"):

See Exhibit "A" attached hereto

17' This space is reserved for recording data

Name and Return Address:

Realty Income Corporation

Attn: Legal Department

220 West Crest Street

Escondido, CA 92025-1707

008032213156000

Parcel Identification

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging;

TOGETHER WITH all of Grantor's right, title and interest as landlord or lessor in and to any and all leases or rental agreements pertaining to the Property, and all of the rights, benefits and privileges of the landlord or lessor thereunder, including without limitation any and all of Grantor's right, title and interest in and to any and all security deposits and rentals thereunder.

AND GRANTOR warrants title against defects, liens and encumbrances created by or through Grantor only (and none other).

SUBJECT TO all real estate taxes not yet delinquent, covenants, conditions, restrictions, easements, rights of way and other matters of record, applicable zoning, land use, and similar laws and regulations, and any and all matters which would be disclosed by an accurate survey of the real estate

(Remainder of page intentionally left blank)

WI REAL ESTATE  
TRANSFER FEE  
\$ 810.00

VOL  
PAGE  
3433 039-042

Dated this 14<sup>th</sup> day of May, 2002

MIDAS PROPERTIES, INC.,  
a New York corporation

By: *Peter D. Cooke*

Name: Peter D. Cooke

Title: Vice President

ACKNOWLEDGMENT

State of *Illinois* }  
*Deputy* County }

Personally came before me this 14<sup>th</sup> day  
of May, 2002, the above named  
Peter D. Cooke, as Vice President  
of Midas Properties, Inc., a New York  
corporation.

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

THIS INSTRUMENT WAS DRAFTED BY:

Nathaniel M. Marrs, Esq.  
Kirkland & Ellis  
200 East Randolph  
Chicago, IL 60601

Please return all future Tax invoices/receipts to the following address:  
Realty Income Corporation  
Attn: Portfolio Management Department  
220 West Crest Street  
Escondido, CA 92025-1707

*Amy A. Evans*  
Notary Public

My Commission Expires: 12/2/05

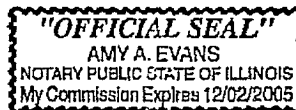


EXHIBIT "A"  
LEGAL DESCRIPTION

(Please see attached page)

Site 80

EXHIBIT A

That part of the Southwest 1/4 of Section 13, Town 3 North, Range 22 East, bounded as follows: Commence at the West 1/4 corner of said Section 13; run thence South 89° 10' 36" East 2507.59 feet along the East-West 1/4 line of said Section 13; thence South 16° 04' 49" West 291.14 feet along the West line of State Trunk Highway #31 right of way to a 3/4 inch diameter iron pipe stake and the point of beginning of this description; continue thence South 16° 04' 49" West 99.48 feet along said right of way to a 3/4 inch diameter iron pipe stake; thence North 79° 04' 58" West 165.92 feet to a 3/4 inch diameter iron pipe stake; thence North 04° 18' 45" East 99.74 feet to a 3/4 inch diameter iron pipe stake; thence South 79° 04' 58" East 186.36 feet to the point of beginning. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 008032213156000

ADDRESS: 1230 GREEN BAY ROAD S

VOL 3433  
PAGE 042



## CONVEYANCE OF LANDS FOR HIGHWAY PURPOSES

It having been deemed necessary, for the proper improvement of a County Trunk Highway, to change or relocate a portion thereof through lands owned by The Peoples Church of Mount Pleasant,  
(A Corporation).

in the Town of Mt. Pleasant Racine County, and a plat showing the existing location and the proposed change having been filed with the County Highway Committee and with the County Clerk of said County, by the State Highway Commission as required by Section 83.02; and the said County Highway Committee having dealt by contract with the owner of said lands; as required by Section 83.07;

KNOW ALL MEN BY THESE PRESENTS, That the said owner, for a valuable consideration, to-wit: the sum of One and No/100 Dollars (\$ 1.00) in hand paid, the receipt of which is hereby acknowledged, do hereby grant and convey to Racine County, Wisconsin, for highway purposes as long as so used, the lands of said owner, necessary for said relocation, shown on the said plat and described as follows, to-wit:

All that part of the southwest one-quarter of Section 13, Town 3 North, Range 22 East, Town of Mount Pleasant, Racine County, described as follows:

Beginning at the intersection of the centerline of Racine County Trunk Highway "M" with the centerline of State Trunk Highway No. 20 as now laid out; run thence south 15° 20' west along the centerline of said County Trunk Highway "M" 165.67 feet; thence north 74° 40' west, 33 feet to a point of curve; thence northwesterly along a curve to the left (radius 93.36 feet and whose long chord bears north 37° 20' west 143.46 feet) 171.63 feet to point of tangent of said curve; thence north 33 feet to the center line of said State Trunk Highway No. 20; thence east along the centerline of said Highway No. 20, 165.67 feet to the place of beginning. Excepting from the above described parcel all land previously dedicated for highway purposes and containing 0.08 acre more or less.

The grantor releases all claim to any trees within the said lands, and understands and agrees that the purposes of this agreement include the right to preserve and protect any vegetation existing on the said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway.

A covenant is hereby made with the said Racine County that the said grantor holds the above described premises by good and perfect title; having good right and lawful authority to sell and convey the same; that said premises are free and clear from all liens and encumbrances whatsoever except as hereinafter set forth.

This conveyance shall be binding on the grantors, heirs, executors, assigns and grantees, and the consideration hereinbefore named is acknowledged to be in full payment of all claims of whatsoever nature by the grantor arising through or by reason of the granting and conveying of the said lands.

And

being the owner and holder of certain lien against said premises, do hereby join in and consent to said conveyance free of said lien.

WITNESS the hand and seal of the grantor and the person joining in and consenting to this conveyance, this 18th day of November, 1942.

In Presence of Walter R. Rowley President (SEAL)  
David M. Walker Secretary (SEAL)  
\_\_\_\_\_  
(SEAL)

State of Wisconsin }  
County } SS.

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the above named \_\_\_\_\_

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

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

Notary Public

464527  
391-37  
Dec. 11, 1942

State of Wisconsin }  
County } SS.

VOL 391 PAGE 38

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the above  
named \_\_\_\_\_

to me known to be the persons who signed the foregoing instrument and acknowledged the same.  
My Commission Expires \_\_\_\_\_

Notary Public

State of Wisconsin }  
County } SS.

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the above  
named \_\_\_\_\_

to me known to be the persons who signed the foregoing instrument and acknowledged the same.  
My Commission Expires \_\_\_\_\_

Notary Public

### CORPORATE ACKNOWLEDGMENT

State of Wisconsin }  
RACINE County } SS.

On this 18th day of November, A.D. 1942, before me, the undersigned, personally  
appeared WALTER R. ROWLEY and  
DAVID M. WALKER to me personally known, who being by me duly sworn,  
did say that they are respectively \_\_\_\_\_ President and \_\_\_\_\_ Secretary  
of  
The Peoples Church of Mount Pleasant, a \_\_\_\_\_ Corporation;

that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said  
instrument was signed and sealed in behalf of said Corporation by authority of its Board of Direc-  
tors and said Walter R. Rowley and David M. Walker

severally acknowledged said instrument to be the free act and deed of said Corporation.

My Commission Expires Dec. 12, 1943.

Amos L. Striker  
Notary Public  
RACINE COUNTY, WISCONSIN.

464527	
<u>Walter R. Rowley</u>	
To	<u>Racine</u> COUNTY
Conveyance of Lands for Highway Purposes	
Register's Office	<u>Racine</u> County, Wis. } SS.
Received for record this <u>11</u>	
day of <u>December</u> , A.D. <u>1942</u>	
at <u>3:31</u> o'clock <u>P.</u> M., and	
recorded in Vol. <u>391</u>	
of Deeds on Page <u>37-38</u>	
<u>James P. Peterson</u> Register of Deeds	
<u>by Michael H. Hoppell</u> 1.03 mch. 1943	

746477

REGISTERED NO. 746477  
 Racine County, Wis.  
 Received for Record 11/11/63  
 at 4:36 P.M. and recorded in Volume 269  
 of \_\_\_\_\_ on page 133

## AWARD OF DAMAGES

BY STATE HIGHWAY COMMISSION OF WISCONSIN  
 Section 84.09(2)

Stanley F. Bialecki  
 2.00  
 Register of Deeds

This award of damages is made pursuant to a relocation order of the State Highway Commission of Wisconsin, dated November 12, 1962, and filed in the office of the County Clerk of Racine County, for the improvement of State Trunk Highway 20, in Racine County.

The State of Wisconsin has determined it necessary to acquire for the purpose set forth in and in accordance with said relocation order, a parcel of real estate, and/or rights therein, as hereinafter set forth, in and to which the following persons have an interest: Mount Pleasant Evangelical Lutheran

Church, a Wisconsin Religious Corporation, First National Bank & Trust Company of Racine, a National Banking Association

The interest acquired by this award is for

Fee Title to that part of the northeast one-quarter of the southwest one-quarter of Section 13, Township 3 North, Range 22 East, bounded and described as follows:

Begin 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 State Trunk Highway 31; thence westerly along the owner's southerly property line to a point which is 50 feet North 73° 35' 26" West of said centerline; thence North 16° 24' 34" East to a point 140 feet South 16° 24' 34" West and 50 feet North 73° 35' 26" West of the point of beginning; thence northwesterly to a point 180 feet North 89° 11' 54" West and 60 feet South 00° 48' 06" West of the point of beginning; thence northwesterly to a point in the owner's west property line which is 55 feet South 00° 48' 06" West of the north line of said southwest one-quarter; thence northerly along said property line, to the north line of said southwest one-quarter; thence South 89° 11' 54" East 328.50 feet to the point of beginning.

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

Also, the Right of Access, including all existing, future or potential common law or statutory easements or rights of access between any traveled way of State Trunk Highway 20, the the following described land of the owner where it abuts upon said highway. Said lands comprise a tract of land in Racine County, State of Wisconsin, described as:

The east 180 feet of lands described in Volume 605 of Deeds on Page 53 and being part of the east 231.72 feet of the northeast one-quarter of the southwest one-quarter of Section 13, Township 3 North, Range 22 East.

Also all rights of access between any traveled way of State Trunk Highway 31, and the previously described abutting remaining real property where it abuts westerly of State Trunk Highway 31 and within 140 feet southwesterly of the north line of the southwest one-quarter of said Section 13.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on January 1, 1963.

The State Highway Commission of Wisconsin, having complied with all jurisdictional requirements pursuant to law hereby makes this award of damages to the above-named persons having an interest in said parcel of real estate, in the sum of Six thousand nine hundred fifty and no/100 Dollars (\$6,950.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

## RECEIVED FOR RECORD

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

REGISTER OF DEEDS

COUNTY

## STATE HIGHWAY COMMISSION OF WISCONSIN

By [Signature] Secretary

Pursuant to authority granted by motion duly made,  
 seconded, and adopted this 4 day of \_\_\_\_\_  
 \_\_\_\_\_, 1963

This instrument was drafted by the State Highway Commission of Wisconsin

Parcel No. 269

Project T-065-1(3)-

VOL 767 PAGE 133

Affidavit Rec. Vol. 82/ Page 133

746477

Jan. 11, 1963

770017

## AFFIDAVIT

STATE OF WISCONSIN  
COUNTY OF RACINE

VOL 821 PAGE 128

Register's Office } ss.  
 Racine County, Wis.  
 Received for Record 22 day of  
 May A.D. 1964 at 11:16  
 o'clock A.M. and recorded in Volume 821  
 of Racine County on page 128-129

Stanley J. Bialecki  
 Register of Deeds

James T. Fetzter, 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 this change will affect the following recorded instrument:

Parcel	Document	Volume of Records	Page	Owners
269	746477	767	133	Mount Pleasant Evangelical Lutheran Church, a Wisconsin Religious Corporation

Corrected description for the above parcel is as follows:

Fee title to that part of the northeast one-quarter of the southwest one-quarter of Section 13, Township 3 North, Range 22 East, bounded and described as follows:  
 Begin at a point in the north line of said southwest one-quarter which is 80.93 feet North 89° 10' 18" West of the center of said section; (said center of section 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 South 1° 56' 48" East of the north one-quarter corner of said section); thence South 16° 24' 34" West 399.55 feet along the centerline of S.T.H. 31; thence westerly along the owner's southerly property line to a point which is 50 feet North 73° 35' 26" West of said centerline; thence North 16° 24' 34" East to a point 140 feet South 16° 24' 34" West and 50 feet North 73° 35' 26" West of the point of beginning; thence northwesterly to a point 180 feet North 89° 10' 18" West and 60 feet South 0° 49' 42" West of the point of beginning; thence northwesterly to a point in the owner's west property line which is 55 feet

770017

821-128

May 22, 1964

South 0° 19' 12" West of the north line of said southwest one-quarter; thence northerly along said property line, to the north line of said southwest one-quarter; thence South 89° 10' 18" East 328.50 feet to the point of beginning.

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

Also, the Right of Access, including all existing, future or potential common law or statutory easements or rights of access between any traveled way of State Trunk Highway 20, and the following described land of the owner where it abuts upon said highway. Said lands comprise a tract of land in Racine County, State of Wisconsin, described as:

The east 180 feet of lands described in Volume 605 of Deeds on page 53 and being part of the east 260.93 feet of the northeast one-quarter of the southwest one-quarter of Section 13, Township 3 North, Range 22 East.

Also all rights of access between any traveled way of State Trunk Highway 31, and the previously described abutting remaining real property where it abuts westerly of S.T.H. 31 and within 140 feet southwesterly of the north line of the southwest one-quarter of said Section 13.

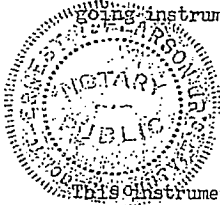
IN WITNESS WHEREOF I have hereunto set my hand and seal this 20th day of May, 1964.

Signed and Sealed in Presence of:

James T. Fetzner (SEAL)  
James T. Fetzner

Robert E. Arraves  
Norman D. Oberbeck

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 605 PAGE 53

This Indenture, Made this 14th day of February, A. D. 19 57

between THE EVANGELICAL LUTHERAN CHURCH OF THE ATONEMENT OF RACINE, WISCONSIN, Religious

a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Racine,

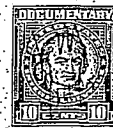
Wisconsin, party of the first part, and MOUNT PLEASANT EVANGELICAL LUTHERAN CHURCH, a Religious Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at the Town of Mount Pleasant, County of Racine and State of Wisconsin, party of the second part.

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

to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors, Town of Mt. Pleasant, 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 Quarter of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, bounded as follows: Begin at the point marking intersection of center line of the Green Bay Road with the East and West Quarter line of said Section 13, said point being 107.25 feet West of the center of said Section 13; thence South 15 degrees 20 minutes West 399.55 feet on the center line of Green Bay Road; thence North 80 degrees 15 minutes West 207.25 feet; thence North 3 degrees 5 minutes West 351.50 feet to the East and West Quarter line of said Section 13; thence East 328.5 feet to the place of beginning.

EXCEPTING therefrom that part thereof conveyed to Racine County by Deed recorded in the Office of the Register of Deeds for Racine County, Wisconsin, in Volume 591 of Deeds on page 37, Document No. 464527.



This conveyance is made subject to a certain mortgage to First National Bank and Trust Company of Racine, a National Banking Association, and Bank of Franksville, a Wisconsin Banking Corporation, in the sum of \$60,000.00, dated September 30, 1953, and recorded in the office of the Register of Deeds for Racine County, Wisconsin, in Volume 538 of Mortgages on page 7; which mortgage the above named grantees hereby assumes and agrees to pay.



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

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

658824

605-53

Feb. 15, 1957

And the said The Evangelical Lutheran Church of the Atonement of Racine, Wisconsin, 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 successors~~ ~~here~~ and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, except as hereinbefore mentioned,

and that the above bargained premises in the quiet and peaceable possession of the said part...Y... of the second part, ~~its successors~~ ~~here~~ 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 The Evangelical Lutheran Church of the Atonement of Racine, Wisconsin, party of the first part, has caused these presents to be signed by Jerome Miller

its President, and countersigned by Dexter D. Black, its Secretary, at Racine, Wisconsin, and its corporate seal to be hereunto affixed,

this 14th day of February, A. D., 1957

Signed and Sealed in Presence of

Eleanor Steele  
Eleanor Steele

Magnus Jensen  
Magnus Jensen

THE EVANGELICAL LUTHERAN CHURCH OF THE ATONEMENT OF RACINE, WISCONSIN

Jerome Miller President  
COUNTERSIGNED: Jerome Miller

Dexter D. Black Secretary  
Dexter D. Black

STATE OF WISCONSIN,

Racine County, ss.

Personally came before me, this 14th day of February, A. D., 1957, Jerome Miller, President, and Dexter D. Black, 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, bears authority.

John Peyton

Notary Public, Racine County, Wis.

My Commission expires 10-12 A. D., 1959

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

No. 658824

THE EVANGELICAL LUTHERAN CHURCH OF THE ATONEMENT OF RACINE, WISCONSIN

TO

MOUNT PLEASANT EVANGELICAL LUTHERAN CHURCH

WARRANTY DEED

REGISTER'S OFFICE,  
STATE OF WISCONSIN,

Racine County.

Received for Record this 15 day of

February, A. D., 1957.

at 4:22 o'clock P.M., and recorded in

Vol. 605 of Deeds on page 53-54

Sanley F. Bralich

Register of Deeds

Deputy

1150

THIS AGREEMENT made and entered into this 18th day of September, 1974, by and between MIDAS REALTY CORPORATION, a Delaware corporation, hereinafter referred to as "Midas," and DENNY'S, a California corporation, hereinafter referred to as "Denny's";

WITNESSETH:

WHEREAS, Midas is, or will be the Owner in fee simple of the following described premises, to wit:

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine, Wisconsin, bounded as follows: Commence at the West 1/4 corner of Section 13; run thence South 89° 10' 36" East 2,507.59 feet along the East-West 1/4 line of said Section 13; thence South 16° 04' 49" West 291.14 feet along West line of STH #31 to the point of beginning. Continuing thence South 16° 04' 49" West 99.48 feet along said right of way; thence North 79° 04' 58" West 165.92 feet to a 3/4" diameter iron pipe stake; thence North 04° 18' 45" East 99.74 to a 3/4" diameter iron pipe stake; thence South 79° 04' 58" East 186.36 feet to the point of beginning. Said parcel contains .4 acres.

WHEREAS, Denny's is or will be the Owner in fee simple of the premises adjacent to and contiguous with the North line of the above-described property owned by Midas and described as follows:

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 2195.15 feet along the East-West 1/4 line of said Section 13; thence S00°49'24"W 55.00 feet to a 3/4" diameter iron pipe stake marking the South line of S.T.H. #20 right-of-way and the point of beginning of this description; run thence S89°10'36"E 35.00 feet along said right-of-way; thence S87°12'35"E 145.68 feet along said right-of-way to a 3/4" diameter iron pipe stake; thence S49°25'54"E 119.34 feet along said right-of-way to a 3/4" diameter iron pipe stake which is also the West line of S.T.H. #31 right-of-way; thence S16°04'49"W 149.86 feet along said right-of-way to a 3/4" diameter iron pipe stake; thence N79°04'58"W 226.60 feet to a 3/4" diameter iron pipe stake; thence N02°11'58"W 186.43 feet to the point of beginning of this description. Said parcel contains 1.126 acres.

WHEREAS, Midas desires to obtain from Denny's an easement for ingress and egress to and from Green Bay Road (State Highway 31) over and across a portion of Denny's property and Denny's desires to give such an easement; and

WHEREAS, Denny's desires to obtain from Midas an easement for ingress and egress to and from Green Bay Road (State Highway 31) over and across a portion of Midas' property and Midas desires to give such an easement;

947300

1242-204

Oct. 17, 1974



NOW, THEREFORE, for and in consideration of \$10.00 and good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party from the other and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

1. Midas hereby grants to Denny's an easement for the purpose of ingress and egress to and from Denny's property to Green Bay Road (State Highway 31) over and across that portion of Midas' property described in Exhibit "A". attached hereto and made part hereof, and Denny's hereby grants to Midas an easement for the purpose of ingress and egress to use from Midas' property to State Highway 31 to Midas over and across that portion of Denny's property described on said Exhibit "A". Such entrance and exit shall remain 30 feet in width and a path of at least 60 feet in length shall be maintained and kept open and free of all obstructions and vehicles in the general area as marked on Exhibit "A".

2. The said easements for ingress and egress shall be perpetual and non-exclusive.

3. These easements are for the use by vehicles and foot traffic of the business invitees and employees of the parties.

4. Each party shall keep its property subject to this grant of easement in good repair at its own expense.

5. The parties further agree that the entrance/exit and curb cut shown on Exhibit "A" on Green Bay Road which is partly on the property of Midas and partly on the property of Denny's shall be constructed as shown on Exhibit "A" with each party constructing the part on its property and sharing the cost of such construction equally.

6. Each party hereto agrees to indemnify and hold the other party harmless from any claim, demand, cause of action, asserted against the other party by its business invitees or employees arising out of the use of the easements granted hereunder.

7. The benefits and obligations of the agreement shall inure to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals the day and year first above written.

ATTEST:

Thomas P. Ched  
Secretary

MIDAS REALTY CORPORATION

By [Signature]  
R. J. Glatchek, Vice President

DENNY'S, INC.

ATTEST:

James L. Vandenberg  
James L. Vandenberg, Asst. Secretary

By John W. Landis, Jr.  
John W. Landis, Jr., Vice President

STATE OF California )  
COUNTY OF Los Angeles ) SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that John W. Landis, Jr. personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 23rd day of September, 1974

My commission expires:

June 7, 1978

Barbara A. Baer  
NOTARY PUBLIC

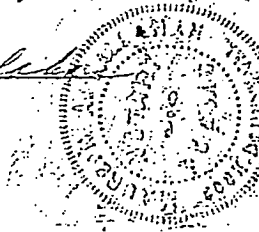


STATE OF ILLINOIS }  
                          } SS.  
COUNTY OF COOK     }

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that R. J. Klarchek personally known to me to be the Vice President of Midas Realty Corporation, a Delaware corporation, and \_\_\_\_\_ personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and severally acknowledged that as such Vice President and Secretary, they signed and delivered the said instrument as Vice President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

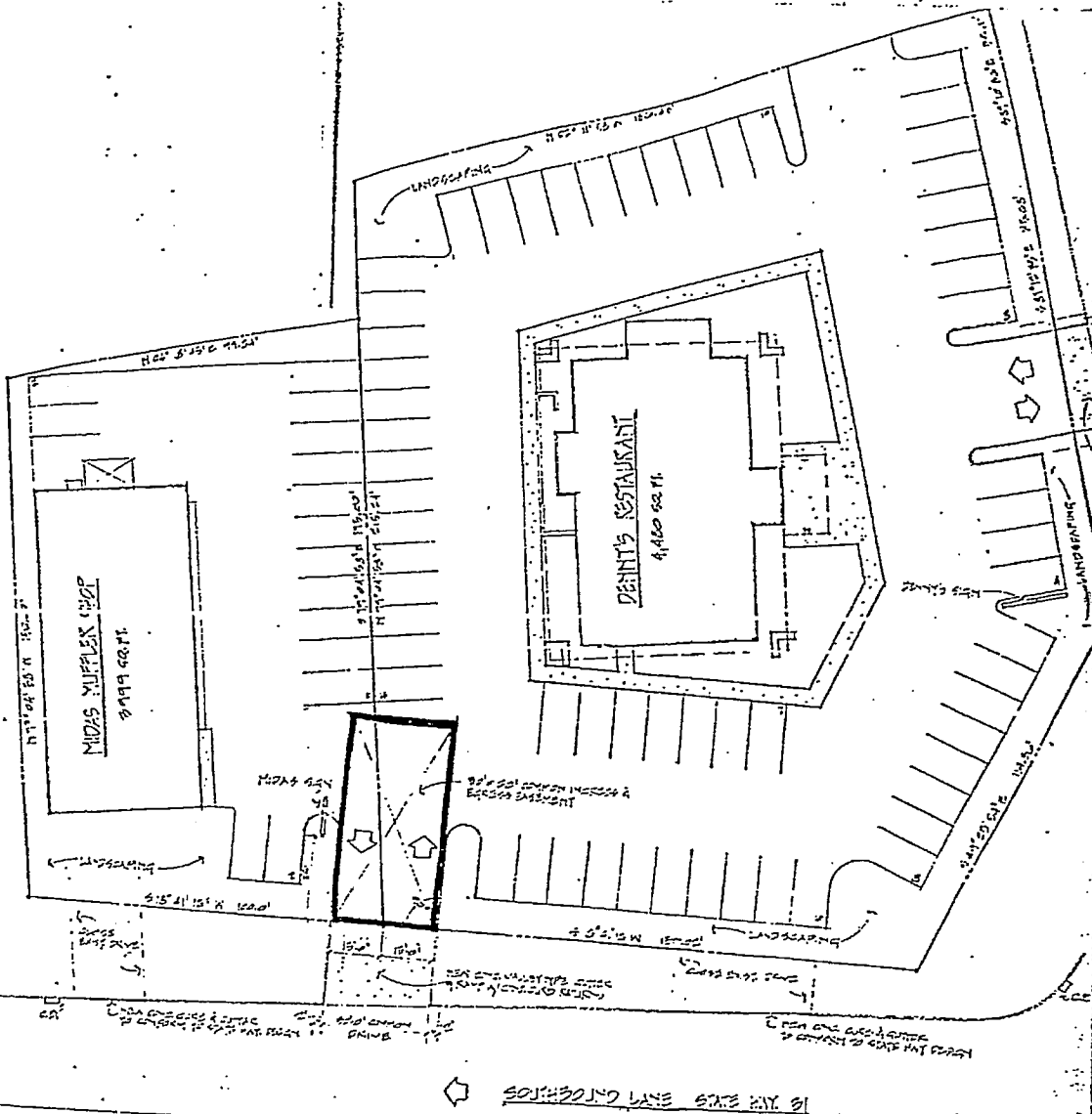
GIVEN under my hand and official seal this 19th day of September 1974.

Maurice Bell  
NOTARY PUBLIC



MY commission expires:

August 1978



Register's Office } SS. 947300  
 Racine County, Wis.  
 Received for Record 17th day of  
October A.D., 1974 at 10:49  
 o'clock A. M. and recorded in Volume 1242  
 of Records on page 208-209

EXHIBIT "A"

Stanley F. Bialski  
 6.00  
 Register of Deeds

owner\_\_\_\_\_ and grantor\_\_\_\_\_, does hereby convey unto

0091259

1254-472

(If necessary, continue on reverse side)

[illegible][illegible][illegible]

Feb. 24, 1975

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

degrees, four minutes, fifty-eight seconds ( $79^{\circ}04'58''$ ) West one hundred sixty-five and ninety-two one-hundredths (165.92) feet to a  $3/4$ " diameter iron pipe stake; thence North four degrees, eighteen minutes, forty-five seconds ( $04^{\circ}18'45''$ ) East ninety-nine and seventy-four one-hundredths (99.74) feet to a  $3/4$ " diameter iron pipe stake; thence South seventy-nine degrees, four minutes, fifty-eight seconds ( $79^{\circ}04'58''$ ) East one hundred eighty-six and thirty-six one-hundredths (186.36) feet to the point of beginning.

IN WITNESS WHEREOF, the said MIDAS REALTY CORPORATION has caused these presents to be signed by its VICE President and attested to by its ASSISTANT SECRETARY, and its corporate seal to be hereunto affixed this 3RD day of FEBRUARY, 1975.

VOL 1254 PAGE 474

In Presence of:

Bonnie A. Farrell  
Bonnie A. Farrell

MIDAS REALTY CORPORATION.

By

R. J. Kvarchek

Vice-President.

ATTEST:

Punta L. Evans  
Punta L. Evans

By

Olga Dalidchik

Assistant Secretary

ILLINOIS  
STATE OF WISCONSIN )  
COOK COUNTY ) SS:

Personally came before me this 3RD day of FEBRUARY, 1975.

R. J. Kvarchek, VICE President, and OLGA DALIDCHIK, ASSISTANT-SECRETARY, of the above named corporation,

MIDAS REALTY CORPORATION, known to me to be the persons who executed the foregoing instrument and to me known to be such VICE President and ASSISTANT SECRETARY of said corporation, and acknowledged that they executed the foregoing instrument as such officers, ad the deed of said corporation, by its authority.

I.D.O. R-703  
WO 420-01-4076  
RJD 12-13-74  
RCJ 12-13-74

Richard J. Metzner  
Richard J. Metzner

Notary Public, COOK County, ILL.

My commission expires 12/12/1978

952180

This Instrument Was Drafted By

Robert C. Just  
On Behalf of Wisconsin Electric Power Company

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

Received for Record

February A.D. 1975 at 10:37

by A. M. and recorded in Volume

Records page 472-474

GRANT OF EASEMENT

This Grant of Easement from MIDAS REALTY CORPORATION, a Delaware Corporation, herein called "GRANTOR" to the CITY OF RACINE WATER UTILITY, a municipal corporation, herein called "GRANTEE",

## W I T N E S S E T H :

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

The easterly ten (10) feet of its premises in the Southwest One-quarter (SW $\frac{1}{4}$ ) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, Town of Mt. Pleasant, Racine County, Wisconsin; said premises being more particularly described as: Commence at the West Quarter Corner of said Section Thirteen (13); run thence South eighty-nine degrees, ten minutes, thirty-six seconds (89 10'36") East two thousand, five hundred seven and fifty-nine one-hundredths (2507.59) feet along the East-West Quarter line of said Section Thirteen (13); thence South sixteen degrees, four minutes, forty-nine seconds (16 04'49") West two hundred ninety-one and fourteen one-hundredths (291.14) 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 South sixteen degrees, four minutes, forty-nine seconds (16 04'49") West ninety-nine and forty-eight one-hundredths (99.48) feet along said right-of-way to a 3/4" diameter iron pipe stake; thence North seventy-nine degrees, four minutes, fifty-eight seconds (79 04'58") West one hundred sixty five and ninety-two one-hundredths (165.92) feet to a 3/4" diameter iron pipe stake; thence North four degrees, eighteen minutes, forty-five seconds (04 18'45") East ninety-nine and seventy-four one-hundredths (99.74) feet to a 3/4" diameter iron pipe stake; thence South seventy nine degrees, four minutes, fifty-eight seconds (79 04'58") East one

955001

1261-488

April 29, 1975



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 said MIDAS REALTY CORPORATION has caused these presents to be signed by its Vice President and attested to by its Secretary, and its corporate seal to be hereunto affixed this 16<sup>TH</sup> day of April, 1925.

In Presence of:

MIDAS REALTY CORPORATION

BY

V/C - President

· ATTEST :

BY

R.M. Bailey, Secretary

STATE OF ILLINOIS) .  
 ) SS.  
COOK COUNTY )

-3-

Personally came before me this 16<sup>th</sup> day of April, 1975,  
R. J. HILSONEN, Vice President, and R. M.  
BAILEY, SECRETARY, of the above  
 named corporation, MIDAS REALTY CORPORATION, known to me to be the  
 persons who executed the foregoing instrument and to me known to be  
 such VICE President and SECRETARY of said corpora-  
 tion, and acknowledged that they executed the foregoing instrument as  
 such officers, ad the deed of said corporation, by its authority.

Richard A. Metzner  
 Notary Public, COOK County, Illinois  
 My commission expires December 12, 1978



955001

Register's Office }  
 Racine County, Wis. } ss  
 Received for Record 29th day of  
April A.D., 1975 at 4:20  
 o'clock P. M. and recorded in Volume 1261  
 of Records on page 488-490

Stanley J. Bialecki  
 Register of Deeds  
 4.00

Document #: **2341328**

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

Document Number	<b>ACCESS EASEMENT AND RESTRICTION AGREEMENT</b>	RACINE COUNTY REGISTER OF DEEDS  **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 <b>WAL-MART REAL ESTATE BUSINESS TRUST</b>, 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 ("<b>Walmart</b>") and <b>AMERICAN BUILDING LLC</b>, a Wisconsin limited liability company, whose address is 2004 100th Street, Franksville, WI 53126 ("<b>American</b>").</p>		
<p style="text-align: center;"><u><b>Preliminary Statements</b></u></p>		Recording Area
<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><b>Exhibit A</b></u> (the "<b>Walmart Parcel</b>");</p>		Name and Return Address: Dana Kreis Glencer Dawda, Mann, Mulcahy & Sadler, PLC 39533 Woodward Ave., Ste. 200 Bloomfield Hills, MI 48304-5103
<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><b>Exhibit B</b></u> and depicted on <u><b>Exhibit A</b></u> (the "<b>American Parcel</b>");</p>		Parcel Identification Number (PIN). 151-032213135010, 151-032213135020 and 151-032213136000
<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><b>Exhibit A</b></u> and legally described on the attached <u><b>Exhibit C</b></u> (the "<b>Access Easement Area</b>"); 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 "<b>Curb Cut Work</b>") on the American Parcel necessary to connect to the Access Easement Area, such curb cut to be in the location depicted on <u><b>Exhibit A</b></u> as the "<b>Curb Cut Area</b>").</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 bongos, 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.

Linda M. Terry  
Linda 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: \_\_\_\_\_

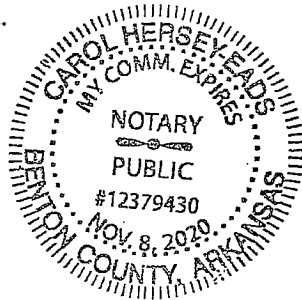
John Clarke

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:

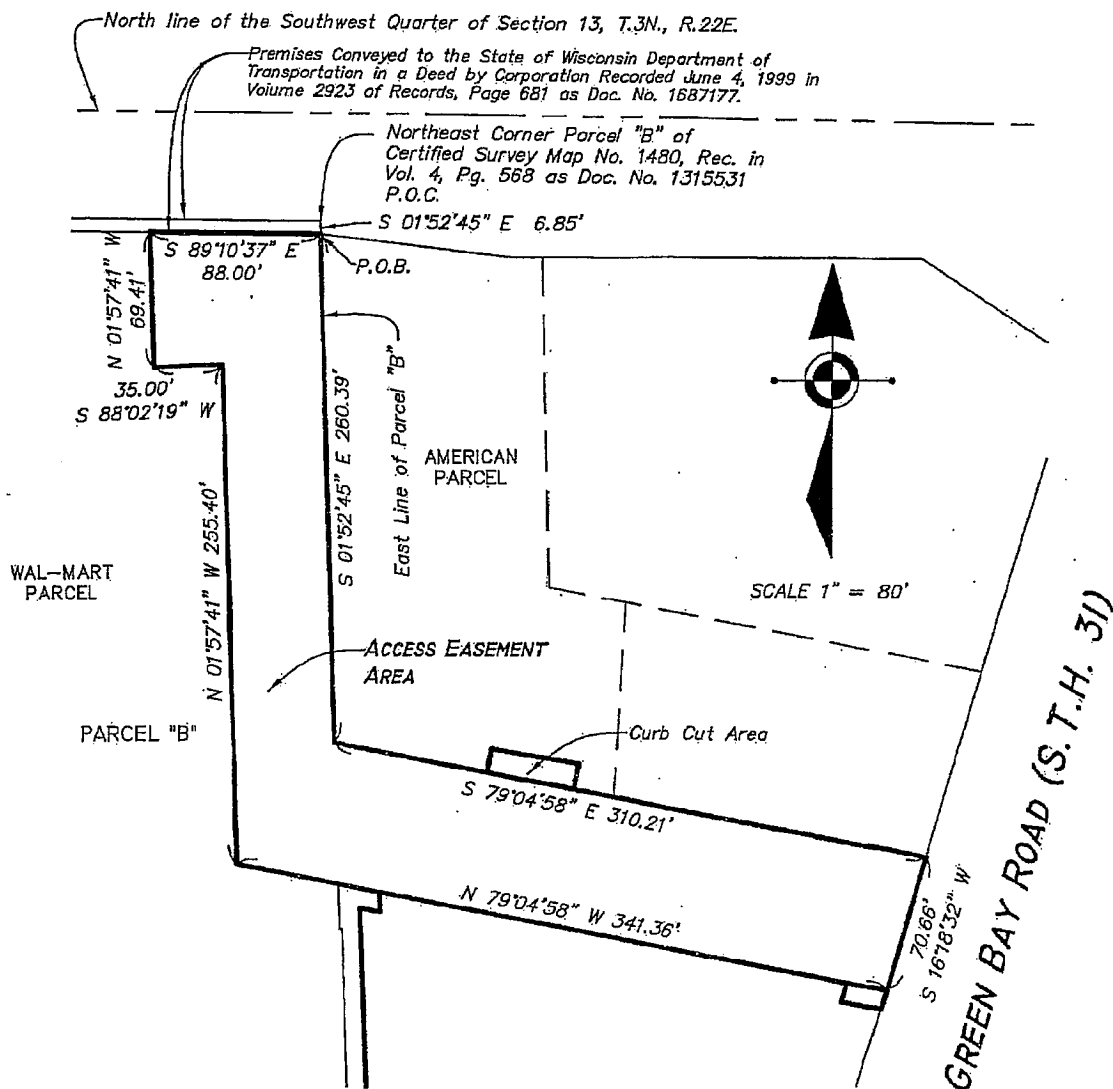
Dawda, Mann, Mulcahy & Sadler, PLC  
39533 Woodward Avenue, Suite 200  
Bloomfield Hills, Michigan 48304  
Attn: Dana Kreis Glencer, Esq.

# 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'
DRAWN BY:	RGT
CHECKED BY:	JAW
 <b>McClure</b> Engineering Associates, Inc. 8417 North 18th Court Milwaukee, Wisconsin 53226 (414) 516-4680 FAX (414) 516-4685	
ACCESS EASEMENT AREA TOWN OF MT. PLEASANT, WISCONSIN WASHINGTON AVENUE (S.T.H. 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.

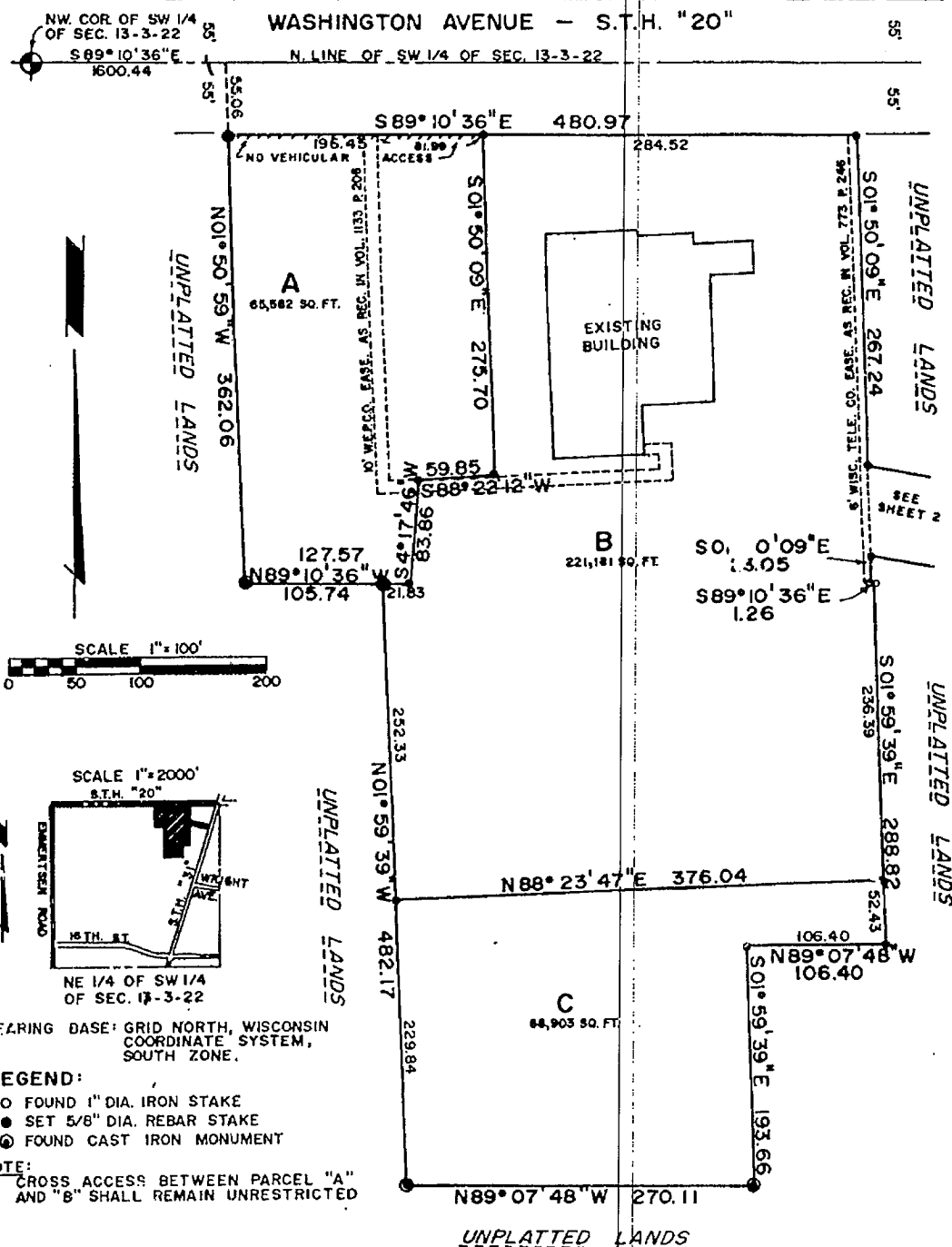
EXHIBIT C

1315531

Ref

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.



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.

WASHINGTON AVE.  
(S.T.H. "20")

S89°10'36"E

S01°50'09"E 267.24

SEE SHEET 1

UNPLATTED LANDS

S79°04'58"E 310.21

S01°50'09"E 23.05

S89°10'36"E 1.26

N79°04'58"W 287.60

S16°26'16"W 77.03

UNPLATTED LANDS

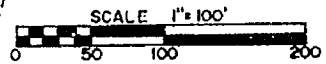
S01°59'39"E 288.82

N88°23'47"E 32.43

N89°07'48"W 108.40

S01°59'39"E 193.66

GREEN BAY ROAD - S.T.H. "31"



BEARING BASE: GRID NORTH, WISCONSIN  
COORDINATE SYSTEM,  
SOUTH ZONE.

LEGEND:

- FOUND 1" DIA. IRON STAKE
- SET 5/8" DIA. REBAR STAKE
- ⊙ FOUND CAST IRON MONUMENT

VOLUME 4  
PAGE 569



# 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

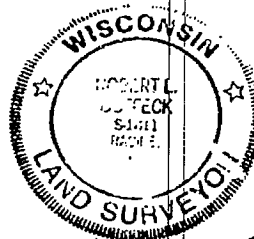
I, ROBERT L. DUFFECK, hereby certify that I have prepared this Certified Survey Map, the exterior boundaries of which are described as that part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Commence at 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.

Received for Record

July A.D. 1990 at 9:49  
o'clock A.M. and recorded in Volume 4  
of CSM on page 568-570

Helmut M. Schuttler

Register of Deeds

VOLUME 4  
PAGE 570

DOCUMENT #  
1528242

VOL PAGE  
2510 761

REGISTER'S OFFICE  
RACINE COUNTY, WI

*pd*

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

MAKIN 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:

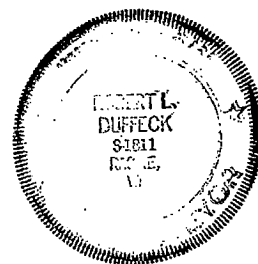
*Robert L. Duffeck*  
Robert L. Duffeck

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 \*1088

1687177

Document Number

## DEED BY CORPORATION

Exempt from fee: s.77.25(2) 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

28Karl Stenner  
(Officer - Signature)Karl Stenner  
(Print Name, Title)James D. Bel  
(Officer - Signature)

(Print Name, Title)

(Officer - Signature)

(Print Name, Title)

(Officer - Signature)

(Print Name, Title)

Laura J. Sey  
(Date)4-1-99State of Wisconsin)  
) ss.Racine

County )

On the above date, this instrument was acknowledged before me  
by the named person(s).Laura J. Sey  
(Signature, Notary Public, State of Wisconsin)Laura J. Sey  
(Print or Type, Notary Public, State of Wisconsin)July 30, 2000  
(Date Commission Expires)Project ID 2440-01-20

This instrument was drafted by

Wisconsin Department of Transportation

Parcel 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

PAGE

2923

681-1687

**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.**

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

Document Title Above

DOC # 2210698

Recorded

Apr. 27, 2009 AT 11:27AM

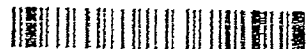
*James A. Ladwig*

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

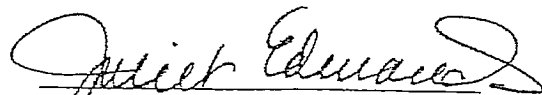
Parcel ID Number(s)

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~~ <sup>Village of</sup> Mount Pleasant, Racine County, Wisconsin on the 26th day of January, 1998.

Dated this 24th day of April, 2009.



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

RESOLUTION 3-98

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

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

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

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

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

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

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

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

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

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

page 2

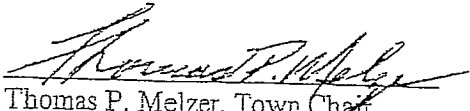
BE IT FURTHER RESOLVED that pursuant to Section 66.068 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District Commission is hereby created and shall be responsible for management and administration of the Utility District, subject to any approval, reporting or other requirements or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

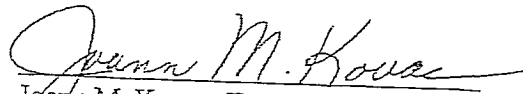
BE IT FURTHER RESOLVED that the Mt. Pleasant Storm Water Utility District Commission shall consist of three (3) Commissioners duly appointed by the Town Board. The initial Commissioners shall serve until their successors are appointed by the Town Board.

Dated this 26th day of January, 1998

Approved:

Attest:

  
Thomas P. Melzer, Town Chair

  
Joann M. Kovac, Town Clerk/Treasurer



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

PLEASE TAKE NOTICE:

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

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

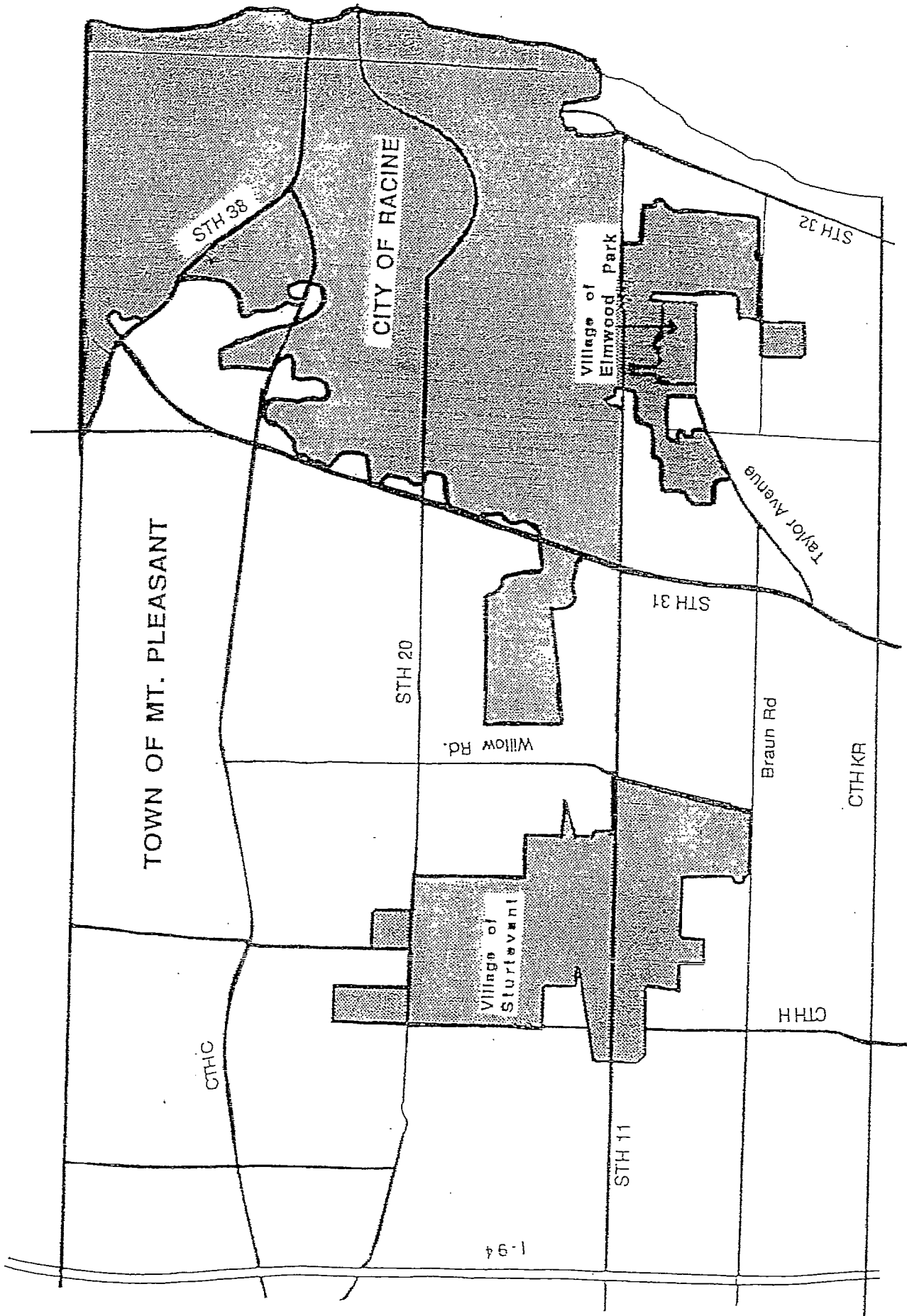
At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the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

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

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

DESCRIPTION

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



TOWN OF MT. PLEASANT

CITY OF RACINE

Village of Elmwood Park

Village of Sturtevant

STH 38

STH 32

STH 20

STH 31

Willow Rd.

Taylor Avenue

Braun Rd

CTH K

CTH H

STH 11

CTH C

1-94

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3956 151032213355000	3957 151032213356000	3958 151032213357000	3959 151032213358000	3960 151032213359000

## MIDAS REALTY CORPORATION LEASE

THIS LEASE made as of this 24th day of April, 1975, by and between  
IC Leasing, Inc.

of  
111 East Wacker Drive, Chicago, Illinois 60601

(hereinafter referred to as "LESSOR"), and MIDAS REALTY CORPORATION, a corporation having its principal office at 222 S. Riverside Plaza, Chicago, Illinois 60606, (hereinafter referred to as "LESSEE");

WITNESSETH: IT IS AGREED between the parties hereto as follows:

1. Description of Premises: LESSOR hereby leases to LESSEE, and LESSEE hires from LESSOR, on the terms and conditions hereinafter set forth, those certain premises, together with the improvements and appurtenances thereto, commonly known as, 1230 South Green Bay Road

Street, in the City of Racine, County of Racine, State of Wisconsin  
and more particularly described as follows:

That part of the South West One-quarter (1/4) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, bounded as follows: Commenced at the West 1/4 corner of said Section 13; run thence South 89 degrees 10' 36" East 2507.59 feet along the East-West 1/4 line of said Section 13; thence South 16 degrees 04' 49" West 291.14 feet along the West line of state trunk highway #31 right-of-way to a 3/4 inch diameter iron pipe stake and the point of beginning of this description; continue thence South 16 degrees 04' 49" West 99.48 feet along said right-of-way to a 3/4 inch diameter iron pipe stake; thence North 79 degrees 04' 58" West 165.92 feet to a 3/4 inch diameter iron pipe stake; thence North 04 degrees 18' 45" East 99.74 feet to a 3/4 inch diameter iron pipe stake; thence South 79 degrees 04' 58" East 186.36 feet to the point of beginning. Including rights contained in Agreement for Mutual Easements, entered into by and between Midas Realty Corporation, a Delaware corporation, and Denny's, a California corporation, dated September 18, 1974 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on October 17, 1974 in Volume 1242 of Records at page 204, as Document No. 947300. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

2. Construction: LESSOR, solely at his own cost and expense, agrees promptly hereafter as below provided to construct or cause to be constructed on the demised land a "Midas Muffler Shop" building designed for conducting therein the retail business of selling, installing and servicing automotive exhaust system units and parts, brakes and brake parts, shock absorbers, accessories and other products and services customarily provided and sold by MIDAS INTERNATIONAL CORPORATION franchisees—all according to plans and specifications for a 6 bay standard type of Midas Muffler Shop upon which the parties have agreed as evidenced by their respective signatures or initials affixed on the pages thereof. Since said Midas Muffler Shop will be one of a national chain having a common identity among the consumer trade, it is agreed that said building shall conform with other Midas Muffler Shops pursuant to the aforesaid plans and specifications and that any proposed substantial change or deviation therefrom must be first approved in writing by LESSEE.

OR its Agent  
LESSOR will apply for and procure all requisite permits within 30 days from the date hereof. If the issuance of such permits is delayed through no lack of diligence by LESSOR, said 30 day period shall be reasonably extended by agreement of the parties and the time for completion of construction as below specified shall be correspondingly extended. Said permits shall include a permit for the erection of the standard Midas pylon sign and fascia sign at the place designated by LESSEE which said signs shall be timely supplied by LESSEE and shall be erected by LESSOR in accordance with the aforesaid plans and specifications.

Said construction shall proceed and shall be completed and ready for occupancy by LESSEE within approximately one-hundred twenty (120) working days from the date hereof, unless delayed by strikes, inability to secure labor or materials, governmental authority, Acts of God or any other cause beyond the control of LESSOR or construction contractor. Said construction shall be completed in a good and workmanlike manner in compliance with all laws, regulations and rules of governmental authorities having jurisdiction, including delivery to LESSEE of any required certificate of occupancy or official approved completion-inspection.

3. Term: The term of this Lease shall be for 25 years commencing from the date that the aforescribed building has been completed in manner as aforesaid and possession thereof delivered to LESSEE. The completion of said building and related improvements shall be established (i) by a certificate to LESSEE from LESSOR'S contractor that the same have been substantially completed in accordance with said plans and specifications, together with (ii) LESSEE'S written acceptance and approval of the completed premises executed only by an officer of LESSEE, which said acceptance and approval shall not be unreasonably withheld or delayed. Any work of an unsubstantial nature shall be completed by the LESSOR with reasonable dispatch but not later than thirty (30) days thereafter and if not so completed, LESSEE may complete said work and deduct the cost of completion from the first rental payments under this Lease. Such Lease commencement date shall be subsequently established and evidenced by a Lease supplement or other writing to be promptly executed by the Parties.

1027295

1443-270

May 12, 1975

(A)

5. Use: (A) The premises are leased to the LESSEE for the purpose of conducting therein the business of selling, installing and servicing automotive exhaust system units and parts, brakes and brake parts, shock absorbers, and other automotive equipment and accessories in connection with which acetylene torches are used, and/or a general automotive repair shop and/or allied business, and LESSOR hereby gives to LESSEE and its sublessees the exclusive right to conduct and operate such business in the building or area of which the demised premises are a part.

5. Use: (A) The premises are leased to the LESSEE for the purpose of conducting therein the business of selling, installing and servicing automotive exhaust system units and parts, brakes and brake parts, shock absorbers, and other automotive equipment and accessories in connection with which acetylene torches are used, and/or a general automotive repair shop and/or allied business, and LESSOR hereby gives to LESSEE and its sublessees the exclusive right to conduct and operate such business in the building or area of which the demised premises are a part.

(B) LESSOR agrees that if he owns any land adjoining said premises, he will not erect or permit to remain thereon, any structure or improvements which could interfere with access to the demised premises, or which will interfere with or obstruct the visibility of LESSEE's shop and its main sign to approaching traffic traveling on the adjoining highways during the term hereof. Further, LESSOR will not post, use or display or permit the posting, use or display of any signs, advertising or other material on or in the building or area of which the demised premises are a part which are the same or confusingly similar to any names, marks or designs used by Midas-International Corporation or its franchisees.

6. Maintenance: (A) Subject to the required load bearing capability of the land as set forth in the aforesaid plans and specifications described in Paragraph 2 hereof, and except as provided in Paragraphs 12 and 13, LESSEE will at all times during the term or any extended term hereof keep the entire demised premises with the appurtenances, fixtures, installations and equipment attached and related thereto and including the parking area and driveways, in good condition and repair at LESSEE'S expense, and on termination hereof will surrender same in such good repair, reasonable wear and use excepted; ~~provided, further, that if the demised building improvement is newly constructed and LESSEE or its predecessor is the first occupant thereof that for one year from the commencement date of this lease said LESSOR (or its predecessor) is the first occupant thereof that for one year from the commencement date of this lease said LESSOR (or its predecessor) will be responsible for the cost of repairing any deficiencies in construction of the building and replacing or repairing the fixtures, installations and equipment attached and related thereto occasioned by faulty workmanship or materials.~~

~~(D) LESSEE shall not make any alterations, improvements or additions to the demised premises without first obtaining the written permission of LESSOR.~~

(B) LESSEE shall permit LESSOR and his agents to enter into and upon said premises at all reasonable times for the purpose of inspecting said premises or for the purpose of maintaining the building in which said premises are situated, or for the purpose of making repairs, alterations or additions thereto. In addition, for a period of ninety (90) days prior to the termination of this Lease, LESSOR may enter upon the premises at reasonable hours to show the premises to prospective tenants and during sixty (60) days prior to the termination of this Lease, may display in and about said premises the usual and ordinary "For Rent" or "For Sale" signs, which signs shall be of such dimensions and so displayed as not to interfere with the proper conduct and operation of the business of the LESSEE.

7. Taxes and Utilities: (A) LESSEE shall pay prior to delinquency pursuant to bills procured and timely submitted to LESSEE by LESSOR all taxes and assessments which may be levied or assessed upon the demised land and improvements subsequent to the Lease commencement date to the end that LESSOR shall not be required to pay any taxes whatsoever during the term of this Lease. LESSEE will exhibit receipts for said real estate tax payments to LESSOR promptly upon payment thereof. LESSEE may at its expense contest all such taxes and assessments, in the name of LESSOR if necessary.

(B) LESSEE shall pay for all water, gas, electricity and all other utilities serving the demised premises.

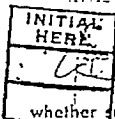
8. Licenses and Compliance with Laws: LESSEE shall comply with all applicable laws, ordinances and regulations and will not use or permit any use of the demised premises in violation thereof. LESSEE shall maintain and procure at LESSEE'S own expense and responsibility all licenses, permits or inspection certificates required by any governmental authority respecting LICENSEE'S use of the demised premises or the operation of LESSEE'S business therein. LESSEE may contest any such law, ordinance or regulation and if required may join LESSOR'S name in any such contest. In such event LESSEE shall indemnify LESSOR against any costs, penalties or attorneys fees incurred by or asserted against LESSOR by virtue thereof.

9. **Public Liability Insurance and Indemnity:** (A) LESSEE shall during the entire term of this Lease, at LESSEE'S own expense keep in force by advance payment of premiums, public liability insurance in an amount of not less than \$100,000.00 for injury to or death of one person or as a result of one occurrence and not less than \$300,000.00 for injury to or death of more than one person as a result of one occurrence and for damage to property in the amount of \$100,000.00, insuring LESSEE and LESSOR (as an additional assured) against any liability that may accrue against them or either of them on account of any occurrences in or about the demised premises during the term or in consequence of LESSEE'S occupancy thereof and resulting in personal injury or death or property damage. LESSEE shall on request furnish to LESSOR certificates of all insurance required under this paragraph.

(B) LESSEE agrees to indemnify and save harmless LESSOR from and against all claims of whatever nature arising from (i) any act, omission or negligence of LESSEE, or LESSEE'S contractors, agents, servants or employees, or (ii) arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person occurring during the term hereof in or about LESSEE'S demised premises, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of LESSEE or LESSEE'S agents or employees, or (iii) from any act, omission or default under any of LESSEE'S undertakings in this Lease. This indemnity and hold harmless agreement shall include, without limitation, the defense of LESSOR against all claims, damages, costs, expenses and liabilities in or in connection with any such claim or proceeding brought against LESSOR and the defense thereof.

10. The Land Extended Coverage Insurance. LESSEE agrees that at its cost and expense during the term of this Lease LESSEE will keep the building improvements on the demised premises adequately insured in reliable companies against damages caused by fire and against other risks covered by standard extended coverage endorsements. All such policies shall name LESSOR (and LESSOR'S mortgagee, if required) as co-insured as their respective interests may appear. Such insurance may be carried under a blanket type policy issued to LESSEE. Upon request LESSEE will deliver to LESSOR or his mortgagee certificates evidencing the aforesaid insurance. The proceeds of any loss claims collected by LESSOR on such policy shall be credited or payable by LESSOR to LESSEE in reimbursement of any expenditures made on behalf of LESSEE for maintenance and repair obligations hereunder.

11. **Waiver of Subrogation Rights:** Neither LESSOR nor LESSEE shall be liable to the other for any loss or damage from risks ordinarily insured against under fire insurance policies with extended-coverage endorsements, irrespective of



whether such loss or damage results from their negligence or that of any of their agents, servants, employees, licensees or contractors.

12. ~~Destruction of Premises: (A) A total destruction of the building in which the demised premises are situated shall operate as a termination of this Lease, and any rent paid by LESSEE for any period subsequent to such destruction shall be refunded.~~

(B) In the event of a partial damage or destruction of the said premises by fire, Act of God, or by any other cause, LESSOR shall forthwith repair or restore the same within ninety (90) days thereafter, but such partial destruction shall in no wise annul or void this Lease, except that LESSEE shall be entitled to a proportionate reduction of rent from the time of such partial destruction until the premises have been restored, to be based upon the extent to which the making of such repairs or restoration shall interfere with the full operation of LESSEE'S business.

In the event LESSOR fails to complete such repairs or restoration within said ninety (90) days, this Lease may at the option of LESSEE be terminated upon fifteen (15) days written notice to LESSOR upon the expiration of said ninety (90) days. LESSEE shall have the alternative option of completing said repairs and any moneys paid by LESSEE therefore may be credited against rent thereafter payable by LESSEE.

13. Condemnation: If during the term hereof, all of said demised premises shall be taken by public authorities by condemnation or otherwise, for public or quasi-public purposes, or if such taking is of such part that it is impossible or impractical for LESSEE to use said demised premises efficiently and economically for the conduct of its business, this Lease shall thereupon terminate, but if only a part of the said demised premises be taken so that the remaining portion enables and does not materially affect the conduct of LESSEE'S business, then LESSOR will if necessary proceed promptly to restore the building as a complete architectural unit, and this Lease shall cease only as to the part so taken and shall continue as to the part not taken, and the rent herein reserved shall be adjusted in the proportion that the value of the area so taken bears to the value of the premises hereby leased. Neither the LESSEE nor the LESSOR shall have any rights in any award made to the other by any condemnation authority.

14. Assignment and Subletting: As a material condition of this Lease, LESSOR hereby gives consent to LESSEE to assign this Lease or any interest therein, or to sublease said premises or any part thereof to any person, firm or corporation, provided that LESSEE shall in no such event be released of its duties, obligations or liabilities hereunder and that the same will continue in full force and effect.

15. Lessee's Right to Purchase: The LESSOR grants the LESSEE a right of first refusal to purchase the PREMISES at the same price and upon the same terms, provisions and conditions as shall be contained in any written bona fide offer for the purchase thereof which the LESSOR shall at any time during the term of this LEASE, or any extension thereof, be ready and willing to accept. The LESSOR shall give the LESSEE written notice by certified mail of all of the terms, provisions and conditions contained in any such bona fide offer and the LESSEE shall have thirty (30) days from and after the receipt of such notice from the LESSOR in which to exercise such right.

16. Signs and Fixtures: (A) Subject to compliance with applicable laws and ordinances, LESSEE shall have the right at all times during the term of this Lease or any extension thereof, to erect, maintain and operate any type or size of sign or signs (including, but not limited to electric or gas signs), on the roof and on the walls of the building of which the demised premises are a part and in or on any part of the demised premises for the sole purpose of advertising its business.

(B) LESSEE shall also have the right to install any equipment or fixtures required in the operation of its business, which same shall always be deemed personal property subject to repossession for protection of their interests by any conditional sales vendor or equipment lessor or similar lien seller thereof.

(C) Upon the expiration or termination of this Lease or any renewal thereof LESSEE shall have the right to remove from the premises any and all signs as well as any equipment, fixture, improvements and property which it may have installed or placed therein, provided that LESSEE will repair any damage to the premises caused by such removal.

17. Liens: If any act or omission of LESSEE or claim against LESSEE results in a lien or claim of lien against LESSOR'S title, LESSEE upon notice thereof shall promptly remove or release same by posting of bond or otherwise. If not so released in fifteen (15) days after notice to LESSEE to do so, LESSOR may, (but need not) pay or discharge the same without inquiry as to the validity thereof at LESSEE'S expense. LESSEE may contest said lien by first furnishing LESSOR with a good and sufficient surety bond issued by a reputable surety company.

18. Lessor's Expenditures: LESSOR may (but need not) in event of LESSEE'S failure, omission or inadequate compliance with any of LESSEE'S undertakings hereunder, make all expenditures or do such acts and things necessary to fulfill and satisfy any such undertakings. Such expenditures and LESSOR'S costs in connection therewith shall be at LESSEE'S expense and shall be payable as additional rent upon the 1st of the month next following. Providing he prevails, LESSEE or Lessor shall also pay all the other party's reasonable costs and expenses, including the fees of counsel, which may be occasioned in enforcing their respective obligations or rights hereunder.

19. Waiver and Cumulative Rights: No waiver of any breach of this Lease by LESSOR shall be considered to be a waiver of any other or subsequent breach. All rights and remedies of LESSOR herein provided or allowed by law shall be cumulative.

20. Quiet Enjoyment: LESSOR represents that he is the owner of the demised premises and that he is legally empowered to execute this Lease. LESSOR further warrants, represents and agrees as a material condition hereof that under the zoning laws and all other laws, regulations and ordinances pertaining to the demised premises and the contemplated building improvements thereon, LESSEE or its sublessee may now conduct business and thereafter shall not be prohibited from carrying on business in said demised premises for the uses and purposes hereinabove provided in Paragraph 5, by reason of any law, regulation, ordinance or order of any governmental authority; that LESSOR covenants that LESSEE (or its sublessee), on payment of the rent herein provided and performance of its undertakings aforesaid, shall and may peacefully and quietly have, hold and enjoy said demised premises for the term aforesaid or any extension thereof, and with all the rights, privileges and for the uses therein provided. LESSEE may terminate and cancel this Lease upon thirty (30) days' written notice to LESSOR in the event that enjoyment or use of the demised premises is prohibited or prevented contrary to the provisions of this material covenant.

21. Encumbrances: This Lease shall be subject to any mortgages or trust deeds upon the demised premises on condition that the mortgagee or holder of the indebtedness agrees in writing with LESSEE or the instrument creating such encumbrance provides that, regardless of default under said encumbrance (i) so long as no lease default exists and the rental is paid to the party lawfully entitled thereto that LESSEE'S possession of the premises shall not be disturbed and this Lease shall remain effective as against the mortgagee or any other party claiming under such encumbrance and (ii) the proceeds of any insurance or condemnation award received by said mortgagee or other claimant under the encum-

brance shall be applied or made available for the repair or restoration of the building and improvements where so required of the LESSOR under this Lease.

22. Remedies: (A) If any voluntary or involuntary petition in bankruptcy shall be filed by or against LESSEE, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare LESSEE insolvent or unable to pay its debts, then if any such actions prevail LESSOR may, if LESSOR so elects but not otherwise, with ten (10) days' notice of any such election; but with or without entry or other action by LESSOR, forthwith terminate this Lease, and, notwithstanding any other provisions of this Lease, LESSOR shall forthwith upon such termination be entitled to recover damages in an amount equal to the rental herein provided for the residue of the term hereof.

(B) If LESSEE defaults in the payment of rent and such default continues for fifteen (15) days after LESSOR'S written notice thereof to LESSEE, or if LESSEE defaults in the prompt and full performance of any provision of this Lease and such default by reason of LESSEE'S willful neglect or omission continues for thirty (30) days after LESSOR'S written notice thereof to LESSEE, or if LESSEE makes an assignment for the benefit of creditors, or if a receiver be appointed for the property of LESSEE, or if LESSEE abandons the premises, then and in any such event LESSOR may, if LESSOR so elects but not otherwise, and with or without notice of such election and with or without any demand whatsoever, either forthwith terminate this Lease and LESSEE'S right to possession of the premises or, without terminating this Lease, forthwith terminate LESSEE'S right to possession of the premises.

23. Option to Renew: Provided no default then exists, LESSEE is granted the option to renew this Lease for 1 successive five-year terms upon the same terms and conditions herein effective for each renewal upon written notice to LESSOR not later than sixty (60) days prior to the expiration of the then current term.

24. Notices: All notices to be given to the LESSOR or LESSEE may be given in writing personally or by Certified Mail sent to the LESSEE at 222 South Riverside Plaza, Chicago, Illinois 60606, or to the LESSOR at the place where the rent is payable.

25. Successors and Assigns: The covenants and conditions hereof shall be binding upon, and for the benefit of the heirs, executors, administrators, successors, sublessees and assigns of the parties hereto.

26. Miscellany: (A) The words "LESSOR" and "LESSEE" shall mean respectively all parties LESSOR or LESSEE, regardless of number, and the word "he" shall be synonymous with "she", "it" and "they", and the word "his" shall be synonymous with "her", "its" and "their".

(B) LESSEE shall not be liable for the payment of brokers or finders fees, if any, pertaining to this lease transaction.

(C) All remedies of the parties hereto are cumulative.

(D) No waiver by LESSEE of any provision or undertaking hereunder shall be valid unless in writing signed by an officer of LESSEE. No waiver by either party hereto of any provision or default hereunder, whether in a single instance or repeatedly, shall be deemed a future waiver of such provision or default.

AN AMENDMENT

THIS LEASE INCLUDES AND INCORPORATES ~~THE~~ ATTACHED HERETO.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

*John Bailey*  
Secretary

MIDAS REALTY CORPORATION - LESSEE

By

*[Signature]*  
President - Vice President

IC Leasing, Inc. -

LESSOR

By

WITNESS or ATTEST:

By

AMENDMENT TO LEASE DATED 4/24/75 BETWEEN  
 IC LEASING, INC. AS LESSOR AND MIDAS REALTY CORPORATION  
 AS LESSEE FOR PREMISES COMMONLY KNOWN AS 1230 South  
Green Bay Road, Racine, Wisconsin

The parties agree that the above described Lease shall be forthwith amended as below provided.

1. Paragraph 4 pertaining to rental shall be expanded to include the following additional subparagraphs:

(B) The above rental is hereby called the net rent. The net rent shall be absolutely net to the LESSOR, so that this Lease shall yield net to LESSOR, the specified net rental in each year during the term of this Lease, and that each and every item of expense of every kind and nature whatsoever for the payment of which LESSOR is, shall or may be or become liable by reason of its estate or interest in the premises or of any rights or interest of LESSOR in or under this Lease, or by reason of or in any manner connected with or arising from the ownership, leasing, operation, management, maintenance, repair, rebuilding, renovation, use or occupancy of the premises or any buildings or improvements thereon, shall be borne by LESSEE. Except as otherwise specifically provided herein, damage to or destruction of any portion or all of the buildings, structures and fixtures upon the premises, by fire and perils insured in standard extended coverage endorsements, whether with or without fault on the part of LESSEE, shall not terminate this Lease or entitle LESSEE to any abatement of or reduction in the rent payable, or otherwise affect the respective obligations of the parties, hereto.

(C) Concurrently with the commencement of the term hereof, LESSEE will report to LESSOR the total sum expended or incurred by LESSEE in LESSOR'S behalf in the performance of LESSOR'S construction undertaking hereunder as administered and supervised by LESSEE. In the event the total sum for the aforesaid construction costs exceeds or is less than the sum of \$ 104,689.42, (being the sum originally estimated as the aforesaid construction cost) then the monthly rental specified in Paragraph 4 of this Lease shall be increased or decreased, as the case may be, by an amount equal to one-twelfth (1/12) of 10.91 per cent (10.91 %) of the amount of such excess or difference, and that such rental as so adjusted shall be governed in all other respects by the provisions of said Paragraph 4.

2. Subparagraph A of Paragraph 6 pertaining to maintenance shall be expanded to include the following additional provisions:

LESSEE will make all repairs at its sole cost and expense, both interior and exterior, structural or nonstructural, ordinary or extraordinary, and foreseen and unforeseen. "Repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. All repairs made by LESSEE shall be equal in quality and class to the original work. LESSEE will do or cause others to do all necessary shoring of foundations and walls of the building and every other act or thing for the safety and preservation thereof which may be necessary by reason of any excavation or other building operation upon any adjoining property, street, alley or passageway.

Said Paragraph 6 shall be further expanded to include the following additional subparagraphs:

(C) LESSOR shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the premises. LESSEE hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the premises.

(D) LESSEE may make such alterations in and to the premises as it may deem desirable for its use thereof, provided that if such alterations shall substantially change or affect the structure of the Building or adversely affect the soundness or value thereof or change the basic character of the Building, the prior approval of LESSOR shall be obtained before such work is commenced. All repairs and alterations shall be in quality at least equal to original construction. Any and all alterations, additions and improvements, made to or placed upon the premises by the LESSOR shall immediately become



the property of the LESSOR and at the termination of this Lease shall be surrendered to the LESSOR.

3. Paragraph 10 pertaining to fire and extended coverage shall be deleted in its entirety and in lieu thereof the following new Paragraph 10 shall be inserted:

(A) LESSEE agrees that at its cost and expense during the term of this Lease LESSEE will keep the building improvements on the demised premises adequately insured in reliable companies "for replacement value" as of the date of loss against damages caused by fire and against other risks covered by standard extended coverage endorsements. All such policies shall name LESSOR (and LESSOR'S mortgagee, if required) as a co-insured as their respective interests may appear. Such insurance may be carried under a blanket-type policy issued to LESSEE. Upon request LESSEE will deliver to LESSOR or his mortgagee certificates evidencing the aforesaid insurance. The proceeds of any loss claims collected by LESSOR on such policy shall be credited or payable by LESSOR to LESSEE in reimbursement of any expenditures made on account thereof by LESSEE pursuant to LESSEE'S maintenance and repair obligations hereunder, at the same site.

Said Paragraph 10 shall be further expanded to include the following additional subparagraph:

(B) LESSEE will provide to LESSOR for each of 25 years or for term of lease a Certificate of Insurance for RENTAL INCOME INSURANCE (i.e., business interruption) the value of which will be a full year rental subject to \$1,000.00 deductible clause. The Rental Income Insurance will provide indemnity from the perils as provided in Subparagraph A.

4. Paragraph 12 shall be deleted in its entirety and in lieu thereof the following new paragraph 12 shall be inserted.

12. Destruction of Premises: Damage to or destruction of any portion of the improvements on the premises by fire and perils insured by standard extended coverage endorsements shall not terminate this Lease or entitle LESSEE to surrender the premises or to any abatement of or reduction in rent payable by LESSEE or otherwise affect the respective obligations of LESSOR and LESSEE in the event of such damage or destruction. The LESSEE, however, will have the right to rebuild.

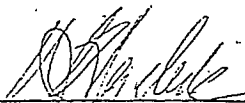
5. Paragraph 22 pertaining to remedies shall be expanded to include the following additional subparagraph:

(C) The foregoing provisions shall not operate to exclude or suspend any other remedy of LESSOR for breach of any said covenants or for the recovery of said rent or any advance of LESSOR made thereon, and in the event of the termination of this Lease as aforesaid, LESSEE covenants and agrees to indemnify and save harmless LESSOR from any loss or damages arising from such termination and re-entry in pursuance thereof, and to that end LESSEE covenants and agrees to pay to LESSOR after such termination and re-entry, at the end of each month of the demised term, the difference between the net income actually received by LESSOR from the premises during such month and the rent agreed to be paid by the terms of this Lease during such month, together with the expenses of reletting and altering the improvements on said premises together with commissions and attorneys' fees.

ATTEST:

  
Secretary

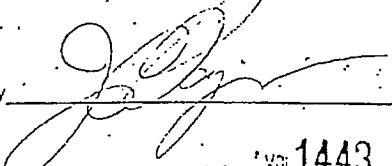
MIDAS REALTY CORPORATION - LESSEE

By   
R.J. Klarchek Vice President

ATTEST:

\_\_\_\_\_  
Secretary

I.C. LEASING, INC. - LESSOR

By 

THIS AMENDMENT TO LEASE made this 27th day of May, 1976 by and between IC LEASING, INC. of 111 East Wacker Drive, Chicago, Illinois 60601 as Lessor and MIDAS REALTY CORPORATION, a Delaware corporation, of 222 So. Riverside Plaza, Chicago, Illinois 60606, as Lessee.

## WITNESSETH:

WHEREAS, the parties hereto did on the 24th day of April, 1975 enter into a lease for the premises located at 1230 South Green Bay Road, City of Racine, State of Wisconsin more particularly described in said indenture of lease; and

WHEREAS, the parties have agreed to certain amendments and modifications to said lease.

NOW, THEREFORE, for one (\$1.00) dollar and other valuable consideration, it is agreed by and between the parties as follows:

The monthly rental specified in Paragraph 4 of said lease is hereby amended to be \$ 1,822.74 effective retroactively as of June 10, 1975.

In all other respects Paragraph 4 and the rest of the lease remains unchanged and in full force and effect.

IC LEASING, INC. - LESSOR

By: [Signature]

MIDAS REALTY CORPORATION - LESSEE

By: [Signature]

R. G. Klarchek, Vice President

Recorder's Office  
Racine County, Wis.  
Received for Record 12th day of May, 1976 at 3:03  
P.M. and recorded in Volume 1443  
of Records on page 270-276

1027295

Stanley J. Bialacki  
Register of Deeds

P-10135

③

31

The undersigned does hereby assign, set over and transfer all of its right, title and interest in and to the attached lease for 1230 So. Green Bay Road, Mt. Pleasant, Wisconsin to PRICE RENTALS, INC., a Utah Corporation.

Executed this 28th day of April, 1978.

IC LEASING, INC.

ATTEST:

E. H. Cahill, Secretary

R. J. Switzer, Vice-President

1027297

Register's Office  
Rock County, Wis.

Received for Record

12th

July 8

MAUG 10, 1978 at 3:05

Booked P. M. and recorded in Volume 1443

at 279-285 on page

Stanley J. Bialecki  
Register of Deeds

8.00

VOL 1443 PAGE 279

1027297

1443-279

May 12, 1978

VOL 1443 PAGE 280

MIDAS REALTY CORPORATION LEASE

THIS LEASE made as of this 24th day of April, 19 75, by and between  
IC Leasing, Inc.

of  
111 East Wacker Drive, Chicago, Illinois 60601  
(hereinafter referred to as "LESSOR"), and MIDAS REALTY CORPORATION, a corporation having its principal office at  
222 S. Riverside Plaza, Chicago, Illinois 60606, (hereinafter referred to as "LESSEE");

WITNESSETH: IT IS AGREED between the parties hereto as follows:

1. Description of Premises: LESSOR hereby leases to LESSEE, and LESSEE hires from LESSOR, on the terms and conditions hereinafter set forth, those certain premises, together with the improvements and appurtenances thereto, commonly known as 1230 South Green Bay Road

Street, in the City of Racine, County of Racine, State of Wisconsin,  
and more particularly described as follows:

That part of the South West One-quarter (1/4) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, bounded as follows: Commence at the West 1/4 corner of said Section 13; run thence South 89 degrees 10' 36" East 2507.59 feet along the East-West 1/4 line of said Section 13; thence South 16 degrees 04' 49" West 291.14 feet along the West line of state trunk highway #31 right-of-way to a 3/4 inch diameter iron pipe stake and the point of beginning of this description; continue thence South 16 degrees 04' 49" West 99.48 feet along said right-of-way to a 3/4 inch diameter iron pipe stake; thence North 79 degrees 04' 58" West 165.92 feet to a 3/4 inch diameter iron pipe stake; thence North 04 degrees 18' 45" East 99.74 feet to a 3/4 inch diameter iron pipe stake; thence South 79 degrees 04' 58" East 186.36 feet to the point of beginning.

Including rights contained in Agreement for Mutual Easements, entered into by and between Midas Realty Corporation, a Delaware corporation, and Denny's, a California corporation, dated September 18, 1974 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on October-17, 1974 in Volume 1242 of Records at page 204, as Document No. 947300. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

2. Construction: LESSOR, solely at his own cost and expense, agrees promptly hereafter as below provided to construct or cause to be constructed on the demised land a "Midas Muffler Shop" building designed for conducting there-in the retail business of selling, installing and servicing automotive exhaust system units and parts, brakes and brake parts, shock absorbers, accessories and other products and services customarily provided and sold by MIDAS INTERNATIONAL CORPORATION franchisees—all according to plans and specifications for a 6 bay standard type of Midas Muffler Shop upon which the parties have agreed as evidenced by their respective signatures or initials affixed on the pages thereof. Since said Midas Muffler Shop will be one of a national chain having a common identity among the consumer trade, it is agreed that said building shall conform with other Midas Muffler Shops pursuant to the aforesaid plans and specifications and that any proposed substantial change or deviation therefrom must be first approved in writing by LESSEE.

OR Its Agent  
LESSOR will apply for and procure all requisite permits within 30 days from the date hereof. If the issuance of such permits is delayed through no lack of diligence by LESSOR, said 30 day period shall be reasonably extended by agreement of the parties and the time for completion of construction as below specified shall be correspondingly extended. Said permits shall include a permit for the erection of the standard Midas pylon sign and fascia sign at the place designated by LESSEE which said signs shall be timely supplied by LESSEE and shall be erected by LESSOR in accordance with the aforesaid plans and specifications.

Said construction shall proceed and shall be completed and ready for occupancy by LESSEE within approximately one-hundred twenty (120) working days from the date hereof, unless delayed by strikes, inability to secure labor or materials, governmental authority, Acts of God or any other cause beyond the control of LESSOR or the construction contractor. Said construction shall be completed in a good and workmanlike manner in compliance with all laws, regulations and rules of governmental authorities having jurisdiction, including delivery to LESSEE of any required certificate of occupancy or official approved completion-inspection.

3. Term: The term of this Lease shall be for 25 years commencing from the date that the aforescribed building has been completed in manner as aforesaid and possession thereof delivered to LESSEE. The completion of said building and related improvements shall be established (i) by a certificate to LESSEE from LESSOR'S contractor that the same have been substantially completed in accordance with said plans and specifications, together with (ii) LESSEE'S written acceptance and approval of the completed premises executed only by an officer of LESSEE, which said acceptance and approval shall not be unreasonably withheld or delayed. Any work of an unsubstantial nature shall be completed by the LESSOR with reasonable dispatch but not later than thirty (30) days thereafter and if not so completed, LESSEE may complete said work and deduct the cost of completion from the first rental payments under this Lease. Such Lease commencement date shall be subsequently established and evidenced by a Lease supplement or other writing to be promptly executed by the Parties.

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4. Rental/LESSEE agrees to pay to LESSOR as rental hereunder the sum of \$ 1,772.39 per calendar month, payable on the 1st day of each month during the term hereof from the commencement of the Lease as herein-

above provided: Said rental shall be remitted to LESSOR at 111 East Wacker Drive, Chicago, Ill. 60601 or at such other place as LESSOR may from time to time designate in writing. Rental for the first month shall be prorated if less than a full month's occupancy is available, except that to enable installation of fixtures and equipment the rental shall not commence until twenty-one (21) days after possession has been taken.

5. Use: (A) The premises are leased to the LESSEE for the purpose of conducting therein the business of selling, installing and servicing automotive exhaust system units and parts, brakes and brake parts, shock absorbers, and other automotive equipment and accessories in connection with which acetylene torches are used, and/or a general automotive repair shop and/or allied business, and LESSOR hereby gives to LESSEE and its sublessees the exclusive right to conduct and operate such business in the building or area of which the demised premises are a part.

(B) LESSOR agrees that if he owns any land adjoining said premises, he will not erect or permit to remain thereon, any structure or improvements which could interfere with access to the demised premises, or which will interfere with or obstruct the visibility of LESSEE'S shop and its main sign to approaching traffic traveling on the adjoining highways during the term hereof. Further, LESSOR will not post, use or display or permit the posting, use or display of any signs, advertising or other material on or in the building or area of which the demised premises are a part which are the same or confusingly similar to any names, marks or designs used by Midas-International Corporation or its franchisees.

6. Maintenance: (A) Subject to the required load bearing capability of the land as set forth in the aforesaid plans and specifications described in Paragraph 2 hereof, and except as provided in Paragraphs 12 and 13, LESSEE will at all times during the term or any extended term hereof keep the entire demised premises with the appurtenances, fixtures, installations and equipment attached and related thereto and including the parking area and driveways, in good condition and repair at LESSEE'S expense, and on termination hereof will surrender same in such good repair, reasonable wear and use excepted; ~~provided further, that if the demised building improvement is newly constructed and LESSEE or its sub-tenant is the first occupant thereof that for one year from the commencement date of this lease said LESSOR (on account of warranties and guarantees received from suppliers and contractors) will be responsible for the cost of repairing any deficiencies in construction of the building and replacing or repairing the fixtures, installations and equipment attached and related thereto occasioned by faulty workmanship or materials.~~

~~(B) LESSEE shall not make any alterations, improvements or additions to the demised premises without first obtaining the written permission of LESSOR.~~

(B) LESSEE shall permit LESSOR and his agents to enter into and upon said premises at all reasonable times for the purpose of inspecting said premises or for the purpose of maintaining the building in which said premises are situated, or for the purpose of making repairs, alterations or additions thereto; In addition, for a period of ninety (90) days prior to the termination of this Lease, LESSOR may enter upon the premises at reasonable hours to show the premises to prospective tenants and during sixty (60) days prior to the termination of this Lease, may display in and about said premises the usual and ordinary "For Rent" or "For Sale" signs, which signs shall be of such dimensions and so displayed as not to interfere with the proper conduct and operation of the business of the LESSEE.

7. Taxes and Utilities: (A) LESSEE shall pay prior to delinquency pursuant to bills procured and timely submitted to LESSEE by LESSOR all taxes and assessments which may be levied or assessed upon the demised land and improvements subsequent to the Lease commencement date to the end that LESSOR shall not be required to pay any taxes whatsoever during the term of this Lease. LESSEE will exhibit receipts for said real estate tax payments to LESSOR promptly upon payment thereof. LESSEE may at its expense contest all such taxes and assessments, in the name of LESSOR if necessary.

(B) LESSEE shall pay for all water, gas, electricity and all other utilities serving the demised premises.

8. Licenses and Compliance with Laws: LESSEE shall comply with all applicable laws, ordinances and regulations and will not use or permit any use of the demised premises in violation thereof. LESSEE shall maintain and procure at LESSEE'S own expense and responsibility all licenses, permits or inspection certificates required by any governmental authority respecting LESSEE'S use of the demised premises or the operation of LESSEE'S business therein. LESSEE may contest any such law, ordinance or regulation and if required may join LESSOR'S name in any such contest. In such event LESSEE shall indemnify LESSOR against any costs, penalties or attorneys fees incurred by or asserted against LESSOR by virtue thereof.

9. Public Liability Insurance and Indemnity: (A) LESSEE shall during the entire term of this Lease, at LESSEE'S own expense keep in force by advance payment of premiums, public liability insurance in an amount of not less than \$100,000.00 for injury to or death of one person or as a result of one occurrence and not less than \$300,000.00 for injury to or death of more than one person as a result of one occurrence and for damage to property in the amount of \$100,000.00, insuring LESSEE and LESSOR (as an additional assured) against any liability that may accrue against them or either of them on account of any occurrences in or about the demised premises during the term or in consequence of LESSEE'S occupancy thereof and resulting in personal injury or death or property damage. LESSEE shall on request furnish to LESSOR certificates of all insurance required under this paragraph.

(B) LESSEE agrees to indemnify and save harmless LESSOR from and against all claims of whatever nature arising from (i) any act, omission or negligence of LESSEE, or LESSEE'S contractors, agents, servants or employees, or (ii) arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person occurring during the term hereof in or about LESSEE'S demised premises, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of LESSEE or LESSEE'S agents or employees, or (iii) from any act, omission or default under any of LESSEE'S undertakings in this Lease. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities in or in connection with any such claim or proceeding brought thereon and the defense thereof.

10. Fire and Extended Coverage Insurance: LESSEE agrees that at its cost and expense during the term of this Lease LESSEE will keep the building improvements on the demised premises adequately insured in reliable companies against damages caused by fire and against other risks covered by standard extended coverage endorsements. All such policies shall name LESSOR and LESSOR'S mortgagee, if required, as co-insured as their respective interests may appear. Such insurance may be carried under a blanket-type policy issued to LESSEE. Upon request LESSEE will deliver to LESSOR or his mortgagee certificates evidencing the aforesaid insurance. The proceeds of any loss claims collected by LESSOR on such policy shall be credited or payable by LESSOR to LESSEE in reimbursement of any expenditures made on account of such loss.

11. Waiver of Subrogation Rights: Neither LESSOR nor LESSEE shall be liable to the other for any loss or damage from risks ordinarily insured against under fire insurance policies with extended-coverage endorsements, irrespective of

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whether such loss or damage results from their negligence or that of any of their agents, servants, employees, licensees or contractors.

whether such loss or damage results from their negligence or that of any of their agents, servants, employees, licensees or contractors.

12. ~~Destruction of Premises: (A) A total destruction of the building in which the demised premises are situated shall operate as a termination of this Lease, and any rent paid by LESSEE for any period subsequent to such destruction shall be refunded.~~

(B) In the event of a partial damage or destruction of the said premises by fire, Act of God, or by any other cause, LESSOR shall forthwith repair or restore the same within ninety (90) days thereafter, but such partial destruction shall in no wise annul or void this Lease, except that LESSEE shall be entitled to a proportionate reduction of rent from the time of such partial destruction until the premises have been restored, to be based upon the extent to which the making of such repairs or restoration shall interfere with the full operation of LESSEE'S business.

In the event LESSOR fails to complete such repairs or restoration within said ninety (90) days, this Lease may at the option of LESSEE be terminated upon fifteen (15) days written notice to LESSOR upon the expiration of said ninety (90) days. LESSEE shall have the alternative option of completing said repairs and any moneys paid by LESSEE therefore may be added against rent thereafter payable by LESSEE.

13. ~~Condemnation: If during the term hereof, all of said demised premises shall be taken by public authorities by condemnation or otherwise, for public or quasi-public purposes, or if such taking is of such part that it is impossible or impractical for LESSEE to use said demised premises efficiently and economically for the conduct of its business, this Lease shall thereupon terminate, but if only a part of the said demised premises be taken so that the remaining portion enables and does not materially affect the conduct of LESSEE'S business, then LESSOR will if necessary proceed promptly to restore the building as a complete architectural unit, and this Lease shall cease only as to the part so taken and shall continue as to the part not taken, and the rent herein reserved shall be adjusted in the proportion that the value of the area so taken bears to the value of the premises hereby leased. Neither the LESSEE nor the LESSOR shall have any rights in any award made to the other by any condemnation authority.~~

14. Assignment and Subletting: As a material condition of this Lease, LESSOR hereby gives consent to LESSEE to assign this Lease or any interest therein, or to sublease said premises or any part thereof to any person, firm or corporation, provided that LESSEE shall in no such event be released of its duties, obligations or liabilities hereunder and that the same will continue in full force and effect.

15. Lessee's Right to Purchase: The LESSOR grants the LESSEE a right of first refusal to purchase the PREMISES at the same price and upon the same terms, provisions and conditions as shall be contained in any written bona fide offer for the purchase thereof which the LESSOR shall at any time during the term of this LEASE, or any extension thereof, be ready and willing to accept. The LESSOR shall give the LESSEE written notice by certified mail of all of the terms, provisions and conditions contained in any such bona fide offer and the LESSEE shall have thirty (30) days from and after the receipt of such notice from the LESSOR in which to exercise such right.

16. Signs and Fixtures: (A) Subject to compliance with applicable laws and ordinances, LESSEE shall have the right at all times during the term of this Lease or any extension thereof, to erect, maintain and operate any type or size of sign or signs (including, but not limited to electric or gas signs), on the roof and on the walls of the building of which the demised premises are a part and in or on any part of the demised premises for the sole purpose of advertising its business.

(B) LESSEE shall also have the right to install any equipment or fixtures required in the operation of its business, which same shall always be deemed personal property subject to repossession for protection of their interests by any conditional sales vendor or equipment lessor or similar lien seller thereof.

(C) Upon the expiration or termination of this Lease or any renewal thereof LESSEE shall have the right to remove from the premises any and all signs as well as any equipment, fixture, improvements and property which it may have installed or placed therein, provided that LESSEE will repair any damage to the premises caused by such removal.

17. Liens: If any act or omission of LESSEE or claim against LESSEE results in a lien or claim of lien against LESSOR'S title, LESSEE upon notice thereof shall promptly remove or release same by posting of bond or otherwise. If not so released in fifteen (15) days after notice to LESSEE to do so, LESSOR may, (but need not) pay or discharge the same without inquiry as to the validity thereof at LESSEE'S expense. LESSEE may contest said lien by first furnishing LESSOR with a good and sufficient surety bond issued by a reputable surety company.

18. Lessor's Expenditures: LESSOR may (but need not) in event of LESSEE'S failure, omission or inadequate compliance with any of LESSEE'S undertakings hereunder, make all expenditures or do such acts and things necessary to fulfill and satisfy any such undertakings. Such expenditures and LESSOR'S costs in connection therewith shall be at LESSEE'S expense and shall be payable as additional rent upon the 1st of the month next following. Providing he prevails, LESSEE or Lessor shall also pay all the other party's reasonable costs and expenses, including the fees of counsel, which may be occasioned in enforcing their respective obligations or rights hereunder.

19. Waiver and Cumulative Rights: No waiver of any breach of this Lease by LESSOR shall be considered to be a waiver of any other or subsequent breach. All rights and remedies of LESSOR herein provided or allowed by law shall be cumulative.

20. Quiet Enjoyment: LESSOR represents that he is the owner of the demised premises and that he is legally empowered to execute this Lease. LESSOR further warrants, represents and agrees as a material condition hereof that under the zoning laws and all other laws, regulations and ordinances pertaining to the demised premises and the contemplated building improvements thereon, LESSEE or its sublessee may now conduct business and thereafter shall not be prohibited from carrying on business in said demised premises for the uses and purposes hereinabove provided in Paragraph 5, by reason of any law, regulation, ordinance or order of any governmental authority; that LESSOR covenants that LESSEE (or its sublessee), on payment of the rent herein provided and performance of its undertakings aforesaid, shall and may peacefully and quietly have, hold and enjoy said demised premises for the term aforesaid or any extension thereof, and with all the rights, privileges and for the uses therein provided. LESSEE may terminate and cancel this Lease upon thirty (30) days' written notice to LESSOR in the event that enjoyment or use of the demised premises is prohibited or prevented contrary to the provisions of this material covenant.

21. Encumbrances: This Lease shall be subject to any mortgages or trust deeds upon the demised premises on condition that the mortgagee or holder of the indebtedness agrees in writing with LESSEE or the instrument creating such encumbrance provides that, regardless of default under said encumbrance (i) so long as no lease default exists and the rental is paid to the party lawfully entitled thereto that LESSEE'S possession of the premises shall not be disturbed and this Lease shall remain effective as against the mortgagee or any other party claiming under such encumbrance and (ii) the proceeds of any insurance or condemnation award received by said mortgagee or other claimant under the encum-

brance shall be applied or made available for the repair or restoration of the building and improvements where so required of the LESSOR under this Lease.

22. Remedies: (A) If any voluntary or involuntary petition in bankruptcy shall be filed by or against LESSEE, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare LESSEE insolvent or unable to pay its debts, then if any such actions prevail LESSOR may, if LESSOR so elects but not otherwise, with ten (10) days' notice of any such election, but with or without entry or other action by LESSOR, forthwith terminate this Lease, and, notwithstanding any other provisions of this Lease, LESSOR shall forthwith upon such termination be entitled to recover damages in an amount equal to the rental herein provided for the residue of the term hereof.

(B) If LESSEE defaults in the payment of rent and such default continues for fifteen (15) days after LESSOR'S written notice thereof to LESSEE, or if LESSEE defaults in the prompt and full performance of any provision of this Lease and such default by reason of LESSEE'S willful neglect or omission continues for thirty (30) days after LESSOR'S written notice thereof to LESSEE, or if LESSEE makes an assignment for the benefit of creditors, or if a receiver be appointed for the property of LESSEE, or if LESSEE abandons the premises, then and in any such event LESSOR may, if LESSOR so elects but not otherwise, and with or without notice of such election and with or without any demand whatsoever, either forthwith terminate this Lease and LESSEE'S right to possession of the premises or, without terminating this Lease, forthwith terminate LESSEE'S right to possession of the premises.

23. Option to Renew: Provided no default then exists, LESSEE is granted the option to renew this Lease for 1 successive five-year terms upon the same terms and conditions herein effective for each renewal upon written notice to LESSOR not later than sixty (60) days prior to the expiration of the then current term.

24. Notices: All notices to be given to the LESSOR or LESSEE may be given in writing personally or by Certified Mail sent to the LESSEE at 222 South Riverside Plaza, Chicago, Illinois 60606, or to the LESSOR at the place where the rent is payable.

25. Successors and Assigns: The covenants and conditions hereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors, sublessees and assigns of the parties hereto.

26. Miscellany: (A) The words "LESSOR" and "LESSEE" shall mean respectively all parties LESSOR or LESSEE, regardless of number, and the word "he" shall be synonymous with "she", "it" and "they", and the word "his" shall be synonymous with "her", "its" and "their".

(B) LESSEE shall not be liable for the payment of brokers' or finders fees, if any, pertaining to this lease transaction.

(C) All remedies of the parties hereto are cumulative.

(D) No waiver by LESSEE of any provision or undertaking hereunder shall be valid unless in writing signed by an officer of LESSEE. No waiver by either party hereto of any provision or default hereunder, whether in a single instance or repeatedly, shall be deemed a future waiver of such provision or default.

AN AMENDMENT

THIS LEASE INCLUDES AND INCORPORATES ~~EXHIBIT~~ ATTACHED HERETO

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

Pam Bailey  
Secretary

MIDAS REALTY CORPORATION — LESSOR  
By [Signature]  
President, Vice President  
IC Leasing, Inc. — LESSOR

WITNESS or ATTEST:

By \_\_\_\_\_  
By \_\_\_\_\_

AMENDMENT TO LEASE DATED 4/24/75 BETWEEN  
 IC LEASING, INC. AS LESSOR AND MIDAS REALTY CORPORATION  
 AS LESSEE FOR PREMISES COMMONLY KNOWN AS 1230 South  
Green Bay Road, Racine, Wisconsin

The parties agree that the above described Lease shall be forthwith amended as below provided.

1. Paragraph 4 pertaining to rental shall be expanded to include the following additional subparagraphs:

(B) The above rental is hereby called the net rent. The net rent shall be absolutely net to the LESSOR, so that this Lease shall yield net to LESSOR, the specified net rental in each year during the term of this Lease, and that each and every item of expense of every kind and nature whatsoever for the payment of which LESSOR is, shall or may be or become liable by reason of its estate or interest in the premises or of any rights or interest of LESSOR in or under this Lease, or by reason of or in any manner connected with or arising from the ownership, leasing, operation, management, maintenance, repair, rebuilding, renovation, use or occupancy of the premises or any buildings or improvements thereon, shall be borne by LESSEE. Except as otherwise specifically provided herein, damage to or destruction of any portion or all of the buildings, structures and fixtures upon the premises, by fire and perils insured in standard extended coverage endorsements, whether with or without fault on the part of LESSEE, shall not terminate this Lease or entitle LESSEE to any abatement of or reduction in the rent payable, or otherwise affect the respective obligations of the parties, hereto.

(C) Concurrently with the commencement of the term hereof, LESSEE will report to LESSOR the total sum expended or incurred by LESSEE in LESSOR'S behalf in the performance of LESSOR'S construction undertaking hereunder as administered and supervised by LESSEE. In the event the total sum for the aforesaid construction costs exceeds or is less than the sum of \$ 104,689.42, (being the sum originally estimated as the aforesaid construction cost) then the monthly rental specified in Paragraph 4 of this Lease shall be increased or decreased, as the case may be, by an amount equal to one-twelfth (1/12) of 10.91 per cent (10.91%) of the amount of such excess or difference, and that such rental as so adjusted shall be governed in all other respects by the provisions of said Paragraph 4.

2. Subparagraph A of Paragraph 6 pertaining to maintenance shall be expanded to include the following additional provisions:

LESSEE will make all repairs at its sole cost and expense, both interior and exterior, structural or nonstructural, ordinary or extraordinary, and foreseen and unforeseen. "Repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. All repairs made by LESSEE shall be equal in quality and class to the original work. LESSEE will do or cause others to do all necessary shoring of foundations and walls of the building and every other act or thing for the safety and preservation thereof which may be necessary by reason of any excavation or other building operation upon any adjoining property, street, alley or passageway.

Said Paragraph 6 shall be further expanded to include the following additional subparagraphs:

(C) LESSOR shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the premises. LESSEE hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the premises.

(D) LESSEE may make such alterations in and to the premises as it may deem desirable for its use thereof, provided that if such alterations shall substantially change or affect the structure of the Building or adversely affect the soundness or value thereof or change the basic character of the Building, the prior approval of LESSOR shall be obtained before such work is commenced. All repairs and alterations shall be in quality at least equal to original construction. Any and all alterations, additions and improvements, made to or placed upon the premises by the LESSOR shall immediately become



the property of the LESSOR and at the termination of this Lease shall be surrendered to the LESSOR.

3. Paragraph 10 pertaining to fire and extended coverage shall be deleted in its entirety and in lieu thereof the following new Paragraph 10 shall be inserted:

(A) LESSEE agrees that at its cost and expense during the term of this Lease LESSEE will keep the building improvements on the demised premises adequately insured in reliable companies "for replacement value" as of the date of loss against damages caused by fire and against other risks covered by standard extended coverage endorsements. All such policies shall name LESSOR (and LESSOR'S mortgagee, if required) as a co-insured as their respective interests may appear. Such insurance may be carried under a blanket-type policy issued to LESSEE. Upon request LESSEE will deliver to LESSOR or his mortgagee certificates evidencing the aforesaid insurance. The proceeds of any loss claims collected by LESSOR on such policy shall be credited or payable by LESSOR to LESSEE in reimbursement of any expenditures made on account thereof by LESSEE pursuant to LESSEE'S maintenance and repair obligations hereunder, at the same site:

Said Paragraph 10 shall be further expanded to include the following additional subparagraph:

(B) LESSEE will provide to LESSOR for each of 25 years or for term of lease a Certificate of Insurance for RENTAL INCOME INSURANCE (i.e., business interruption) the value of which will be a full year rental subject to \$1,000.00 deductible clause. The Rental Income Insurance will provide indemnity from the perils as provided in Subparagraph A:

4. Paragraph 12 shall be deleted in its entirety and in lieu thereof the following new paragraph 12 shall be inserted.

12. Destruction of Premises: Damage to or destruction of any portion of the improvements on the premises by fire and perils insured by standard extended coverage endorsements shall not terminate this Lease or entitle LESSEE to surrender the premises or to any abatement of or reduction in rent payable by LESSEE or otherwise affect the respective obligations of LESSOR and LESSEE in the event of such damage or destruction. The LESSEE, however, will have the right to rebuild.

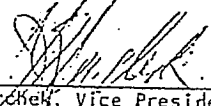
5. Paragraph 22 pertaining to remedies shall be expanded to include the following additional subparagraph:

(C) The foregoing provisions shall not operate to exclude or suspend any other remedy of LESSOR for breach of any said covenants or for the recovery of said rent or any advance of LESSOR made thereon, and in the event of the termination of this Lease as aforesaid, LESSEE covenants and agrees to indemnify and save harmless LESSOR from any loss or damages arising from such termination and re-entry in pursuance thereof, and to that end LESSEE covenants and agrees to pay to LESSOR after such termination and re-entry, at the end of each month of the demised term, the difference between the net income actually received by LESSOR from the premises during such month and the rent agreed to be paid by the terms of this Lease during such month, together with the expenses of reletting and altering the improvements on said premises together with commissions and attorneys' fees.

ATTEST:

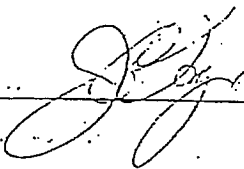
MIDAS REALTY CORPORATION - LESSEE

  
Secretary

By   
R.J. Klarchek, Vice President

ATTEST:

IC LEASING, INC. - LESSOR

  
Secretary

P-10135

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April 14, 1978

The undersigned does hereby assign, set over and transfer all of its right, title and interest in and to the attached lease to GILBERT GOLDSTEIN, TRUSTEE.

Register's Office 1027301  
Riviera County, N.M.

Received for Record May 12, 1978  
A.D. 1978 at 3:09  
P.M. and recorded in Volume 1443  
Records on page 295

Executed this 27<sup>th</sup> day of April, 1978.

Stanley J. Bialecki  
Register of Deeds

PRICE RENTALS, INC. 8.00

ATTEST:

G. Rex Frazier Secretary

John Price President

STATE OF UTAH )  
COUNTY OF SALT LAKE )

On the 27<sup>th</sup> day of April, 1978, personally appeared before me JOHN PRICE and G. REX FRAZIER, who being by me duly sworn did say, each for himself, that he, the said JOHN PRICE, is the president, and he, the said G. REX FRAZIER, is the secretary of PRICE RENTALS, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said JOHN PRICE and G. REX FRAZIER each duly acknowledged to me that the said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

May 18, 1981

NOTARY PUBLIC  
Residing in Salt Lake County, Utah

VOL 1443 PAGE 295

1027301

1443-295

May 12, 1978

# MIDAS REALTY CORPORATION LEASE VOL 1443 PAGE 296

THIS LEASE made as of this 24th day of April, 19 75, by and between  
IC Leasing, Inc.

111 East Wacker Drive, Chicago, Illinois 60601 of

(hereinafter referred to as "LESSOR"), and MIDAS REALTY CORPORATION, a corporation having its principal office at  
222 S. Riverside Plaza, Chicago, Illinois 60606, (hereinafter referred to as "LESSEE");

WITNESSETH: IT IS AGREED between the parties hereto as follows:

1. Description of Premises: LESSOR hereby leases to LESSEE, and LESSEE hires from LESSOR, on the terms and conditions hereinafter set forth, those certain premises, together with the improvements and appurtenances thereto, commonly known as 1230 South Green Bay Road

Street, in the City of Racine, County of Racine, State of Wisconsin  
and more particularly described as follows:

That part of the South West One-quarter (1/4) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, bounded as follows: Commence at the West 1/4 corner of said Section 13; run thence South 89 degrees 10' 36" East 2507.59 feet along the East-West 1/4 line of said Section 13; thence South 16 degrees 04' 49" West 291.14 feet along the West line of state trunk highway #31 right-of-way to a 3/4 inch diameter iron pipe stake and the point of beginning of this description; continue thence South 16 degrees 04' 49" West 99.48 feet along said right-of-way to a 3/4 inch diameter iron pipe stake; thence North 79 degrees 04' 58" West 165.92 feet to a 3/4 inch diameter iron pipe stake; thence North 04 degrees 18' 45" East 99.74 feet to a 3/4 inch diameter iron pipe stake; thence South 79 degrees 04' 58" East 186.36 feet to the point of beginning. Including rights contained in Agreement for Mutual Easements, entered into by and between Midas Realty Corporation, a Delaware corporation, and Denny's, a California corporation, dated September 18, 1974 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on October 17, 1974 in Volume 1242 of Records at page 204, as Document No. 947300. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

2. Construction: LESSOR, solely at his own cost and expense, agrees promptly hereafter as below provided to construct or cause to be constructed on the demised land a "Midas Muffler Shop" building designed for conducting therein the retail business of selling, installing and servicing automotive exhaust system units and parts, brakes and brake parts, shock absorbers, accessories and other products and services customarily provided and sold by MIDAS INTERNATIONAL CORPORATION franchisees—all according to plans and specifications for a 6 bay standard type of Midas Muffler Shop upon which the parties have agreed as evidenced by their respective signatures or initials affixed on the pages thereof. Since said Midas Muffler Shop will be one of a national chain having a common identity among the consumer trade, it is agreed that said building shall conform with other Midas Muffler Shops pursuant to the aforesaid plans and specifications and that any proposed substantial change or deviation therefrom must be first approved in writing by LESSEE.

OR its Agent  
LESSOR will apply for and procure all requisite permits within 30 days from the date hereof. If the issuance of such permits is delayed through no lack of diligence by LESSOR, said 30 day period shall be reasonably extended by agreement of the parties and the time for completion of construction as below specified shall be correspondingly extended. Said permits shall include a permit for the erection of the standard Midas pylon sign and fascia sign at the place designated by LESSEE which said signs shall be timely supplied by LESSEE and shall be erected by LESSOR in accordance with the aforesaid plans and specifications.

Said construction shall proceed and shall be completed and ready for occupancy by LESSEE within approximately one-hundred twenty (120) working days from the date hereof, unless delayed by strikes, inability to secure labor or materials, governmental authority, Acts of God or any other cause beyond the control of LESSOR or construction contractor. Said construction shall be completed in a good and workmanlike manner in compliance with all laws, regulations and rules of governmental authorities having jurisdiction, including delivery to LESSEE of any required certificate of occupancy or official approved completion inspection.

3. Term: The term of this Lease shall be for 25 years commencing from the date that the aforescribed building has been completed in manner as aforesaid and possession thereof delivered to LESSEE. The completion of said building and related improvements shall be established (i) by a certificate to LESSEE from LESSOR'S contractor that the same have been substantially completed in accordance with said plans and specifications, together with (ii) LESSEE'S written acceptance and approval of the completed premises executed only by an officer of LESSEE, which said acceptance and approval shall not be unreasonably withheld or delayed. Any work of an unsubstantial nature shall be completed by the LESSOR with reasonable dispatch but not later than thirty (30) days thereafter and if not so completed, LESSEE may complete said work and deduct the cost of completion from the first rental payments under this lease. Such Lease commencement date shall be subsequently established and evidenced by a lease supplement or other writing to be promptly executed by the Parties.

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HERE

(A)

4. Rental: LESSEE agrees to pay to LESSOR as rental hereunder the sum of \$ 1,772.39 per calendar month, payable on the 1st day of each month during the term hereof from the commencement of the Lease as hereinabove provided. Said rental shall be remitted to LESSOR at 111 East Wacker Drive, Chicago, Ill. 60601 or at such other place as LESSOR may from time to time designate in writing. Rental for the first month shall be prorated if less than a full month's occupancy is available, except that to enable installation of fixtures and equipment the rental shall not commence until twenty-one (21) days after possession has been taken.

5. Use: (A) The premises are leased to the LESSEE for the purpose of conducting therein the business of selling, installing and servicing automotive exhaust system units and parts, brakes and brake parts, shock absorbers, and other automotive equipment and accessories in connection with which acetylene torches are used; and/or a general automotive repair shop and/or allied business, and LESSOR hereby gives to LESSEE and its sublessees the exclusive right to conduct and operate such business in the building or area of which the demised premises are a part.

(B) LESSOR agrees that if he owns any land adjoining said premises, he will not erect or permit to remain thereon, any structure or improvements which could interfere with access to the demised premises, or which will interfere with or obstruct the visibility of LESSEE's shop and its main sign to approaching traffic traveling on the adjoining highways during the term hereof. Further, LESSOR will not post, use, or display or permit the posting, use or display of any signs, advertising or other material on or in the building or area of which the demised premises are a part which bear the same or confusingly similar to any names, marks or designs used by Midas-International Corporation or its franchisees.

6. Maintenance: (A) Subject to the required load bearing capability of the land as set forth in the aforesaid plans and specifications described in Paragraph 2 hereof, and except as provided in Paragraphs 12 and 13, LESSEE will at all times during the term or any extended term hereof keep the entire demised premises with the appurtenances, fixtures, installations and equipment attached and related thereto and including the parking area and driveways, in good condition and repair at LESSEE's expense, and on termination hereof will surrender same in such good repair, reasonable wear, and use excepted; provided, further, that if the demised building improvement is newly constructed and LESSEE or its sublessee is the first occupant thereof that for one year from the commencement date of this Lease said LESSOR (on account of warranties and guarantees received from suppliers and contractors) will be responsible for the cost of repairing any deficiencies in construction of the building and replacing or repairing the fixtures, installations and equipment attached and related thereto occasioned by faulty workmanship or materials.

(B) LESSEE shall not make any alterations, improvements or additions to the demised premises without first obtaining the written permission of LESSOR.

(C) LESSEE shall permit LESSOR and his agents to enter into and upon said premises at all reasonable times for the purpose of inspecting said premises or for the purpose of maintaining the building in which said premises are situated, or for the purpose of making repairs, alterations or additions thereto. In addition, for a period of ninety (90) days prior to the termination of this Lease, LESSOR may enter upon the premises at reasonable hours to show the premises to prospective tenants and during sixty (60) days prior to the termination of this Lease, may display in and about said premises the usual and ordinary "For Rent" or "For Sale" signs, which signs shall be of such dimensions and so displayed as not to interfere with the proper conduct and operation of the business of the LESSEE.

7. Taxes and Utilities: (A) LESSEE shall pay prior to delinquency pursuant to bills procured and timely submitted to LESSEE by LESSOR all taxes and assessments which may be levied or assessed upon the demised land and improvements subsequent to the Lease commencement date to the end that LESSOR shall not be required to pay any taxes whatsoever during the term of this Lease. LESSEE will exhibit receipts for said real estate tax payments to LESSOR promptly upon payment thereof; LESSEE may at its expense contest all such taxes and assessments, in the name of LESSOR if necessary.

(B) LESSEE shall pay for all water, gas, electricity and all other utilities serving the demised premises.

8. Licenses and Compliance with Laws: LESSEE shall comply with all applicable laws, ordinances and regulations and will not use or permit any use of the demised premises in violation thereof. LESSEE shall maintain and procure at LESSEE's own expense and responsibility all licenses, permits or inspection certificates required by any governmental authority respecting LESSEE's use of the demised premises or the operation of LESSEE's business therein. LESSEE may contest any such law, ordinance or regulation and if required may join LESSOR's name in any such contest. In such event, LESSEE shall indemnify LESSOR against any costs, penalties or attorneys fees incurred by or asserted against LESSOR by virtue thereof.

9. Public Liability Insurance and Indemnity: (A) LESSEE shall during the entire term of this Lease, at LESSEE's own expense keep in force by advance payment of premiums, public liability insurance in an amount of not less than \$100,000.00 for injury to or death of one person or as a result of one occurrence and not less than \$300,000.00 for injury to or death of more than one person as a result of one occurrence and for damage to property in the amount of \$100,000.00, insuring LESSEE and LESSOR (as an additional assured) against any liability that may accrue against them or either of them on account of any occurrences in or about the demised premises during the term or in consequence of LESSEE's occupancy thereof and resulting in personal injury or death or property damage. LESSEE shall on request furnish to LESSOR certificates of all insurance required under this paragraph.

(B) LESSEE agrees to indemnify and save harmless LESSOR from and against all claims of whatever nature arising from (i) any act, omission or negligence of LESSEE, or LESSEE's contractors, agents, servants or employees, or (ii) arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person occurring during the term hereof in or about LESSEE's demised premises, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of LESSEE or LESSEE's agents or employees, or (iii) from any act, omission or default under any of LESSEE's undertakings in this Lease. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities in or in connection with any such claim or proceeding brought thereon and the defense thereof.

10. Fire and Extended Coverage Insurance: LESSEE agrees that at its cost and expense during the term of this Lease LESSEE will keep the building improvements on the demised premises adequately insured in reliable companies against damages caused by fire and against other risks covered by standard extended coverage endorsements. All such policies shall name LESSOR (and LESSOR's mortgagee, if required) as a co-insured as their respective interests may appear. Such insurance may be carried under a blanket-type policy issued to LESSEE. Upon request LESSEE will deliver to LESSOR or his mortgagee certificates evidencing the aforesaid insurance. The proceeds of any loss claims collected by LESSOR on such policy shall be credited or payable by LESSOR to LESSEE in reimbursement of any expenditures made on account of the LESSEE's maintenance and repair obligations hereunder.

11. Waiver of Subrogation Rights: Neither LESSOR nor LESSEE shall be liable to the other for any loss or damage from risks ordinarily insured against under fire insurance policies with extended coverage endorsements, irrespective of

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whether such loss or damage results from their negligence or that of any of their agents, servants, employees, licensees or contractors.

12. ~~12. Destruction of Premises: If a total destruction of the building in which the demised premises are situated shall operate as a termination of this Lease, and any rent paid by LESSEE for any period subsequent to such destruction shall be refunded.~~

(B) In the event of a partial damage or destruction of the said premises by fire, Act of God, or by any other cause, LESSOR shall forthwith repair or restore the same within ninety (90) days thereafter, but such partial destruction shall in no wise annul or void this Lease, except that LESSEE shall be entitled to a proportionate reduction of rent from the time of such partial destruction until the premises have been restored, to be based upon the extent to which the making of such repairs or restoration shall interfere with the full operation of LESSEE'S business.

In the event LESSOR fails to complete such repairs or restoration within said ninety (90) days, this Lease may at the option of LESSEE be terminated upon fifteen (15) days written notice to LESSOR upon the expiration of said ninety (90) days. LESSEE shall have the alternative option of completing said repairs and any moneys paid by LESSEE therefore may be applied against rent thereafter payable by LESSEE.

13. ~~13. Condemnation: If during the term hereof, all of said demised premises shall be taken by public authorities by condemnation or otherwise, for public or quasi-public purposes, or if such taking is of such part that it is impossible or impractical for LESSEE to use said demised premises efficiently and economically for the conduct of its business, this Lease shall thereupon terminate, but if only a part of the said demised premises be taken so that the remaining portion enables and does not materially affect the conduct of LESSEE'S business, then LESSOR will if necessary proceed promptly to restore the building as a complete architectural unit, and this Lease shall cease only as to the part so taken and shall continue as to the part not taken, and the rent herein reserved shall be adjusted in the proportion that the value of the area so taken bears to the value of the premises hereby leased. Neither the LESSEE nor the LESSOR shall have any rights in any award made to the other by any condemnation authority.~~

14. Assignment and Subletting: As a material condition of this Lease, LESSOR hereby gives consent to LESSEE to assign this Lease or any interest therein, or to sublease said premises or any part thereof to any person, firm or corporation, provided that LESSEE shall in no such event be released of its duties, obligations or liabilities hereunder and that the same will continue in full force and effect.

15. ~~15. LESSEE'S Right to Purchase: The LESSOR grants the LESSEE a right of first refusal to purchase the PREMISES at the same price and upon the same terms, provisions and conditions as shall be contained in any written bona fide offer for the purchase thereof which the LESSOR shall at any time during the term of this LEASE, or any extension thereof, be ready and willing to accept. The LESSOR shall give the LESSEE written notice by certified mail of all of the terms, provisions and conditions contained in any such bona fide offer and the LESSEE shall have thirty (30) days from and after the receipt of such notice from the LESSOR in which to exercise such right.~~

16. Signs and Fixtures: (A) Subject to compliance with applicable laws and ordinances, LESSEE shall have the right at all times during the term of this Lease or any extension thereof, to erect, maintain and operate any type or size of sign or signs (including, but not limited to electric or gas signs), on the roof and on the walls of the building of which the demised premises are a part and in or on any part of the demised premises for the sole purpose of advertising its business.

(B) LESSEE shall also have the right to install any equipment or fixtures required in the operation of its business, which same shall always be deemed personal property subject to repossession for protection of their interests by any conditional sales vendor or equipment lessor or similar lien seller thereof.

(C) Upon the expiration or termination of this Lease or any renewal thereof LESSEE shall have the right to remove from the premises any and all signs as well as any equipment, fixture, improvements and property which it may have installed or placed therein, provided that LESSEE will repair any damage to the premises caused by such removal.

17. Liens: If any act or omission of LESSEE or claim against LESSEE results in a lien or claim of lien against LESSOR'S title, LESSEE upon notice thereof shall promptly remove or release same by posting of bond or otherwise. If not so released in fifteen (15) days after notice to LESSEE to do so, LESSOR may, (but need not) pay or discharge the same without inquiry as to the validity thereof at LESSEE'S expense. LESSEE may contest said lien by first furnishing LESSOR with a good and sufficient surety bond issued by a reputable surety company.

18. Lessor's Expenditures: LESSOR may (but need not) in event of LESSEE'S failure, omission or inadequate compliance with any of LESSEE'S undertakings hereunder, make all expenditures or do such acts and things necessary to fulfill and satisfy any such undertakings. Such expenditures and LESSOR'S costs in connection therewith shall be at LESSEE'S expense and shall be payable as additional rent upon the 1st of the month next following. Providing he prevails, LESSEE or Lessor shall also pay all the other party's reasonable costs and expenses, including the fees of counsel, which may be occasioned in enforcing their respective obligations or rights hereunder.

19. Waiver and Cumulative Rights: No waiver of any breach of this Lease by LESSOR shall be considered to be a waiver of any other or subsequent breach. All rights and remedies of LESSOR herein provided or allowed by law shall be cumulative.

20. Quiet Enjoyment: LESSOR represents that he is the owner of the demised premises and that he is legally empowered to execute this Lease. LESSOR further warrants, represents and agrees as a material condition hereof that under the zoning laws and all other laws, regulations and ordinances pertaining to the demised premises and the contemplated building improvements thereon, LESSEE or its sublessee may now conduct business and thereafter shall not be prohibited from carrying on business in said demised premises for the uses and purposes hereinabove provided in Paragraph 5, by reason of any law, regulation, ordinance or order of any governmental authority; that LESSOR covenants that LESSEE (or its sublessee), on payment of the rent herein provided and performance of its undertakings aforesaid, shall and may peacefully and quietly have, hold and enjoy said demised premises for the term aforesaid or any extension thereof, and with all the rights, privileges and for the uses therein provided. LESSEE may terminate and cancel this lease upon thirty (30) days written notice to LESSOR in the event that enjoyment or use of the demised premises is prohibited or prevented contrary to the provisions of this material covenant.

21. Encumbrances: This Lease shall be subject to any mortgages or trust deeds upon the demised premises on condition that the mortgagee or holder of the indebtedness agrees in writing with LESSEE or the instrument creating such encumbrance provides that, regardless of default under said encumbrance (i) so long as no lease default exists and the rent is paid to the party lawfully entitled thereto, the LESSEE'S possession of the premises shall not be disturbed and (ii) this Lease shall remain effective as against the mortgagee or any other party claiming under such encumbrance and (iii) the proceeds of any insurance or condemnation award received by said mortgagee or other claimant under the encum-

brance shall be applied or made available for the repair or restoration of the building and improvements where so required of the LESSOR under this Lease.

22. Remedies: (A) If any voluntary or involuntary petition in bankruptcy shall be filed by or against LESSEE, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare LESSEE insolvent or unable to pay its debts, then if any such actions prevail LESSOR may, if LESSOR so elects but not otherwise, with ten (10) days' notice of any such election, but with or without entry or other action by LESSOR, forthwith terminate this Lease, and, notwithstanding any other provisions of this Lease, LESSOR shall forthwith upon such termination be entitled to recover damages in an amount equal to the rental herein provided for the residue of the term hereof.

(B) If LESSEE defaults in the payment of rent and such default continues for fifteen (15) days after LESSOR'S written notice thereof to LESSEE, or if LESSEE defaults in the prompt and full performance of any provision of this Lease and such default by reason of LESSEE'S willful neglect or omission continues for thirty (30) days after LESSOR'S written notice thereof to LESSEE, or if LESSEE makes an assignment for the benefit of creditors, or if a receiver be appointed for the property of LESSEE, or if LESSEE abandons the premises, then and in any such event LESSOR may, if LESSOR so elects but not otherwise, and with or without notice of such election and with or without any demand whatsoever, either forthwith terminate this Lease and LESSEE'S right to possession of the premises or, without terminating this Lease, forthwith terminate LESSEE'S right to possession of the premises.

23. Option to Renew: Provided no default then exists, LESSEE is granted the option to renew this Lease for 1 successive five-year terms upon the same terms and conditions herein effective for each renewal upon written notice to LESSOR not later than sixty (60) days prior to the expiration of the then current term.

24. Notices: All notices to be given to the LESSOR or LESSEE may be given in writing personally or by Certified Mail sent to the LESSEE at 222 South Riverside Plaza, Chicago, Illinois 60606, or to the LESSOR at the place where the rent is payable.

25. Successors and Assigns: The covenants and conditions hereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors, sublessees and assigns of the parties hereto.

26. Miscellaneous: (A) The words "LESSOR" and "LESSEE" shall mean respectively all parties LESSOR or LESSEE, regardless of number, and the word "he" shall be synonymous with "she", "it" and "they", and the word "his" shall be synonymous with "her", "its" and "their".

(B) LESSEE shall not be liable for the payment of brokers or finders fees, if any, pertaining to this Lease transaction.

(C) All remedies of the parties hereto are cumulative.

(D) No waiver by LESSEE of any provision or undertaking hereunder shall be valid unless in writing signed by an officer of LESSEE. No waiver by either party hereto of any provision or default hereunder, whether in a single instance or repeatedly, shall be deemed a future waiver of such provision or default.

AN AMENDMENT

THIS LEASE INCLUDES AND INCORPORATES ~~LESSOR~~ ATTACHED HERETO

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

MIDAS REALTY CORPORATION - LESSEE

ATTEST:

*Ann Bailey*  
Secretary

By

*[Signature]*  
President - Vice President

IC Leasing, Inc. -

LESSOR

By

WITNESS or ATTEST:

By

MRC 31173 - ILS - ELF

AMENDMENT TO LEASE DATED 4/24/75 BETWEEN  
 IC LEASING, INC. AS LESSOR AND MIDAS REALTY CORPORATION  
 AS LESSEE FOR PREMISES COMMONLY KNOWN AS 1230 South  
Green Bay Road, Racine, Wisconsin

The parties agree that the above described Lease shall be forthwith amended as below provided.

1. Paragraph 4 pertaining to rental shall be expanded to include the following additional subparagraphs:

(B) The above rental is hereby called the net rent. The net rent shall be absolutely net to the LESSOR, so that this Lease shall yield net to LESSOR, the specified net rental in each year during the term of this Lease, and that each and every item of expense of every kind and nature whatsoever, for the payment of which LESSOR is, shall or may be or become liable by reason of its estate or interest in the premises or of any rights or interest of LESSOR in or under this Lease; or by reason of or in any manner connected with or arising from the ownership, leasing, operation, management, maintenance, repair, rebuilding, renovation, use or occupancy of the premises or any buildings or improvements thereon, shall be borne by LESSEE. Except as otherwise specifically provided herein, damage to or destruction of any portion or all of the buildings, structures and fixtures upon the premises, by fire and perils insured in standard extended coverage endorsements, whether with or without fault on the part of LESSEE, shall not terminate this Lease or entitle LESSEE to any abatement of or reduction in the rent payable, or otherwise affect the respective obligations of the parties, hereto.

(G) Concurrently with the commencement of the term hereof, LESSEE will report to LESSOR the total sum expended or incurred by LESSEE in LESSOR'S behalf in the performance of LESSOR'S construction undertaking hereunder as administered and supervised by LESSEE. In the event the total sum for the aforesaid construction costs exceeds or is less than the sum of \$ 104,689.42 (being the sum originally estimated as the aforesaid construction cost) then the monthly rental specified in Paragraph 4 of this Lease shall be increased or decreased, as the case may be, by an amount equal to one-twelfth (1/12) of 10.91 per cent (10.91%) of the amount of such excess or difference, and that such rental as so adjusted shall be governed in all other respects by the provisions of said Paragraph 4.

2. Subparagraph A of Paragraph 6 pertaining to maintenance shall be expanded to include the following additional provisions:

LESSEE will make all repairs at its sole cost and expense, both interior and exterior, structural or nonstructural, ordinary or extraordinary, and foreseen and unforeseen. "Repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. All repairs made by LESSEE shall be equal in quality and class to the original work. LESSEE will do or cause others to do all necessary shoring of foundations and walls of the building and every other act or thing for the safety and preservation thereof which may be necessary by reason of any excavation or other building operation upon any adjoining property, street, alley or passageway.

Said Paragraph 6 shall be further expanded to include the following additional subparagraphs:

(C) LESSOR shall not be required to furnish any services or facilities, or to make any repairs or alterations in or to the premises. LESSEE hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the premises.

(D) LESSEE may make such alterations in and to the premises as it may deem desirable for its use thereof, provided that if such alterations shall substantially change or affect the structure of the Building or adversely affect the soundness or value thereof or change the basic character of the Building, the prior approval of LESSOR shall be obtained before such work is commenced. All repairs and alterations shall be in quality at least equal to original construction. Any and all alterations, additions and improvements, made to or placed upon the premises by the LESSOR shall immediately become

the property of the LESSOR and at the termination of this Lease shall be surrendered to the LESSOR.

3. Paragraph 10 pertaining to fire and extended coverage shall be deleted in its entirety and in lieu thereof the following new Paragraph 10 shall be inserted:

(A) LESSEE agrees that at its cost and expense during the term of this Lease, LESSEE will keep the building improvements on the demised premises adequately insured in reliable companies "for replacement value" as of the date of loss against damages caused by fire and against other risks covered by standard extended coverage endorsements. All such policies shall name LESSOR (and LESSOR'S mortgagee, if required) as a co-insured as their respective interests may appear. Such insurance may be carried under a blanket-type policy issued to LESSEE. Upon request LESSEE will deliver to LESSOR or his mortgagee certificates evidencing the aforesaid insurance. The proceeds of any loss claims collected by LESSOR on such policy shall be credited or payable by LESSOR to LESSEE in reimbursement of any expenditures made on account thereof by LESSEE pursuant to LESSEE'S maintenance and repair obligations hereunder, at the same site.

Said Paragraph 10 shall be further expanded to include the following additional subparagraph:

(B) LESSEE will provide to LESSOR for each of 25 years or for term of lease a Certificate of Insurance for RENTAL INCOME INSURANCE (i.e., business interruption) the value of which will be a full year rental subject to \$1,000.00 deductible clause. The Rental Income Insurance will provide indemnity from the perils as provided in Subparagraph A.

4. Paragraph 12 shall be deleted in its entirety and in lieu thereof the following new paragraph 12 shall be inserted.

12. Destruction of Premises: Damage to or destruction of any portion of the improvements on the premises by fire and perils insured by standard extended coverage endorsements shall not terminate this Lease or entitle LESSEE to surrender the premises or to any abatement of or reduction in rent payable by LESSEE or otherwise affect the respective obligations of LESSOR and LESSEE in the event of such damage or destruction. The LESSEE, however, will have the right to rebuild.

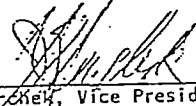
5. Paragraph 22 pertaining to remedies shall be expanded to include the following additional subparagraph:

(C) The foregoing provisions shall not operate to exclude or suspend any other remedy of LESSOR for breach of any said covenants or for the recovery of said rent or any advance of LESSOR made thereon, and in the event of the termination of this Lease as aforesaid, LESSEE covenants and agrees to indemnify and save harmless LESSOR from any loss or damages arising from such termination and re-entry in pursuance thereof, and to that end LESSEE covenants and agrees to pay to LESSOR after such termination and re-entry, at the end of each month of the demised term, the difference between the net income actually received by LESSOR from the premises during such month and the rent agreed to be paid by the terms of this Lease during such month, together with the expenses of reletting and altering the improvements on said premises together with commissions and attorneys' fees.

MIDAS REALTY CORPORATION - LESSEE

ATTEST:

  
Secretary

By   
R.J. Klaczek, Vice President

IC LEASING, INC. - LESSOR

ATTEST:

\_\_\_\_\_  
Secretary

By 



DOCUMENT #

1618201

CORRECTIVE ASSIGNMENT

OF LEASE

VOL

2738

PAGE

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541

REGISTER'S OFFICE  
RACINE COUNTY, WI

RECORDED

98 MAR 23 PM 4:28

MARK A. LADD  
REGISTER OF DEEDS

Document Number

Document Title

14-  
Recording Area

Name and Return Address

Randolph S. Katz, Esq.  
P.O. Box 1030  
Toledo, OHIO 43697

51-008-03-22-13-156-000

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

Notary Public  
My commission expires on  
3-27-00, 19

## LEGAL DESCRIPTION

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, bounded as follows: Commence at the West 1/4 corner of said Section 13, run thence South 89°10'36" East 2507.59 feet along the East-West 1/4 line of said Section 13; thence South 16°04'49" West 291.14 feet along the West line of State Trunk Highway #31 right of way to a 3/4 inch diameter iron pipe stake and the point of beginning of this description; continue thence South 16°04'49" West 99.48 feet along said right of way to a 3/4 inch diameter iron pipe stake; thence North 79°04'58" West 165.92 feet to a 3/4 inch diameter iron pipe stake; thence North 04°18'45" East 99.74 feet to a 3/4 inch diameter iron pipe stake; thence South 79°04'58" East 186.36 feet to the point of beginning. Said land being in the Town of Mount Pleasant, County of Racine, State of Wisconsin.

Tax Parcel No. 51-008-03-22-13-156-000

Address: 1230 South Green Bay Road, Racine, WI.

EXHIBIT "A"

DOCUMENT #

1618202

ASSIGNMENT OF LEASE

VOL

2738

PAGE

542 -

544

REGISTER'S OFFICE  
RACINE COUNTY, WI

Document Number

Document Title

RECORDED

98 MAR 23 PM 4:28

MARK A. LADD  
REGISTER OF DEEDS

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Name and Return Address

Randolph S. Katz, Esq.  
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Toledo, OH 43697

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Parcel Identification Number (PIN)

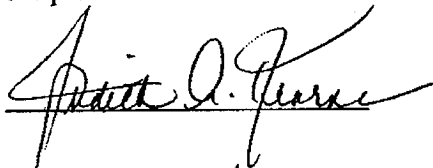
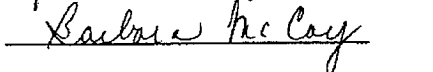
This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, KATZKIDD INVESTMENTS, an Ohio General Partnership, does hereby assign unto Lindian, Inc., an Ohio corporation, the Lessor's interest in and to the attached lease related to the premises located at 1230 Greenbay Road, Racine, WI, being the lease formerly assigned to Gilbert Goldstein, Trustee dated April 27, 1978 and recorded in the Register of Deeds for Racine County, Wisconsin on May 12, 1978 in Volume 1443 of Records at page 295 as document No. 1027301.

Executed this 29th day of December, 1997.

Witnessed and acknowledged in  
the presence of:

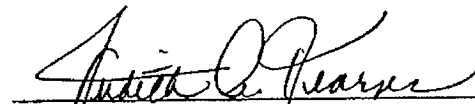
  


Katzkidd Investments

  
by: Randolph S. Katz, Managing Partner

STATE OF OHIO  
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 29th day of December, 1997, by Randolph S. Katz, managing partner on behalf of Katzkidd Investments, an Ohio general partnership.

  
Notary Public  
My commission expires on  
6-20, 2000.

JUDITH A. KEARNS  
Notary Public - State of Ohio  
My Commission Expires 6-20-00  
Recorded in Lucas County

## LEGAL DESCRIPTION

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, bounded as follows: Commence at the West 1/4 corner of said Section 13, run thence South 89°10'36" East 2507.59 feet along the East-West 1/4 line of said Section 13; thence South 16°04'49" West 291.14 feet along the West line of State Trunk Highway #31 right of way to a 3/4 inch diameter iron pipe stake and the point of beginning of this description; continue thence South 16°04'49" West 99.48 feet along said right of way to a 3/4 inch diameter iron pipe stake; thence North 79°04'58" West 165.92 feet to a 3/4 inch diameter iron pipe stake; thence North 04°18'45" East 99.74 feet to a 3/4 inch diameter iron pipe stake; thence South 79°04'58" East 186.36 feet to the point of beginning. Said land being in the Town of Mount Pleasant, County of Racine, State of Wisconsin.

Tax Parcel No. 51-008-03-22-13-156-000

Address: 1230 South Green Bay Road, Racine, WI.

EXHIBIT "A"

DOCUMENT #

1618203

VOL

2738

PAGE

545 -  
549

11

REGISTER'S OFFICE  
RACINE COUNTY, WI

This document prepared by:  
Record and return to:  
Deborah T. Framarin, Esq.  
Midas International Corporation  
225 N. Michigan Avenue  
Chicago, IL 60601-7601

RECORDED

98 MAR 23 PM 4:28

MARK A. LADD  
REGISTER OF DEEDS

#51-008-03-22-13-156-000

(6)  
**ASSIGNMENT OF LEASE**

1230 S. Greenbay Road  
Racine, WI

This ASSIGNMENT OF LEASE ("Assignment") is made as of Mar. 13, 1998 ("Effective Date"), by and between LINDIAN, INC., ("Assignor") and MIDAS PROPERTIES, INC., a New York corporation ("Assignee").

NOW THEREFORE, Assignor and Assignee agree as follows:

**ASSIGNMENT OF LEASE**

1.1 **Assignment.** For value received, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to that certain lease dated April 24, 1975, between Assignor, as successor in interest to IC Leasing, Inc., and Midas Realty Corporation, as amended by Amendment to Lease dated April 24, 1975, and Amendment to Lease dated May 27, 1976 ("Lease");

for the premises located at 1230 S. Greenbay Road, Racine, Racine County, Wisconsin;

Tax Parcel No. 51-008-03-22-13-156-000;

and more particularly described in the attached Exhibit "A".

1.2 **Assumption.** Assignee hereby accepts the foregoing assignment, assumes Assignor's obligations under the Lease, (excluding those that have accrued and that were to have been performed prior to the Effective Date), for the benefit of Assignor and agrees to timely keep, perform, and discharge all other obligations of Assignor under the Lease that accrue and that are to be performed from and after the Effective Date.

1.3 **Assignor's Obligations.** Assignor agrees to timely keep, perform and discharge all of the obligations under the Lease that have accrued and/or that were to have been performed prior to the Effective Date. Assignor shall indemnify and defend Assignee against and hold Assignee harmless from any and all claims, demands, liabilities and obligations arising out of any failure of Assignor to keep, perform and discharge Assignee's obligations under this Section 1.3.

1.4 **Effective Date.** The effective date of this Assignment shall be the date first written above ("Effective Date").

**MISCELLANEOUS**

2.1 **Attorneys' Fees.** In the event of any litigation arising out of the subject matter of this Assignment, the prevailing party shall be entitled to reasonable attorneys' fees and costs from the party not prevailing.

R:\LEGAL\REAL-EST\KATZ\11\RACINASG.RTF

2.2 Successors and Assigns. This Assignment shall inure to the benefit of Assignor and Assignee, and their respective heirs, assigns and successors-in-interest.

2.3 Governing Law. This Assignment shall be governed by the and construed in accordance with the laws of the State of Illinois.

2.4 Exhibit. Exhibit "A" attached hereto, is incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Assignment of Lease as of the day and year first written above.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

[Signature]  
Witness

Notary Public, State of Ohio  
County of Lucas  
My Commission expires: \_\_\_\_\_

(SEAL)

ASSIGNOR: LINDIAN, INC.,  
an Ohio corporation

By: [Signature]  
Randolph S. Katz, President

[Signature]  
Kathy Shepherd, Secretary

(AFFIX CORPORATE SEAL)

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

[Signature]  
Witness

[Signature]  
Notary Public, State of Illinois  
County of Cook  
My Commission expires: \_\_\_\_\_

(SEAL) OFFICIAL SEAL  
ANNETTE M MARTINEZ  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 12/20/00

R:\LEGAL\REAL-EST\KATZ\11\RCINASG.RTF

ASSIGNEE: MIDAS PROPERTIES, INC.,  
a New York corporation

By: [Signature]  
Peter D. Cooke, Vice President

[Signature]  
Deborah T. Framarin, Assistant Secretary

(AFFIX CORPORATE SEAL)






VOL      PAGE  
2738    547

STATE OF OHIO  
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 26th day of January, 1998, by Randolph S. Katz, President, and Kathy Shepherd, Secretary on behalf of Lindian Inc., an Ohio corporation, on behalf of the corporation.

  
\_\_\_\_\_  
Notary Public  
My commission expires on  
6-20-00 49 2000

JUDITH A. KEARNS  
Notary Public - State of Ohio  
My Commission Expires 6-20-00  
Recorded in Lucas County

## LEGAL DESCRIPTION

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, bounded as follows: Commence at the West 1/4 corner of said Section 13, run thence South 89°10'36" East 2507.59 feet along the East-West 1/4 line of said Section 13; thence South 16°04'49" West 291.14 feet along the West line of State Trunk Highway #31 right of way to a 3/4 inch diameter iron pipe stake and the point of beginning of this description; continue thence South 16°04'49" West 99.48 feet along said right of way to a 3/4 inch diameter iron pipe stake; thence North 79°04'58" West 165.92 feet to a 3/4 inch diameter iron pipe stake; thence North 04°18'45" East 99.74 feet to a 3/4 inch diameter iron pipe stake; thence South 79°04'58" East 186.36 feet to the point of beginning. Said land being in the Town of Mount Pleasant, County of Racine, State of Wisconsin.

Tax Parcel No. 51-008-03-22-13-156-000  
Address: 1230 South Green Bay Road, Racine, WI.

EXHIBIT "A"

1832410

VOL PAGE  
3433 043-049

Site 80

**THIS INSTRUMENT WAS DRAFTED BY:**

*Return to:*  
Nathaniel M. Marrs, Esq.  
Kirkland & Ellis  
200 E. Randolph Drive  
Chicago, Illinois 60601  
(312) 861-2000

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of this 14th day of May, 2002, by and between Realty Income Corporation, a Maryland corporation, whose address is 220 West Crest Street, Escondido, CA 92025-1707 ("Landlord"), and Midas Properties, Inc., a New York corporation whose address is 1300 Arlington Heights Road, Itasca, Illinois 60143 ("Tenant").

**WITNESSETH:**

Landlord and Tenant have entered into that certain Land and Building Lease Agreement dated as of May 14, 2002 (the "Lease"), pursuant to which Landlord has agreed to lease to Tenant the Premises, more particularly described at Exhibit A, attached hereto and made a part hereof ("Premises"), upon the terms and conditions set forth in the Lease; and

Landlord and Tenant desire to set forth certain terms and provisions contained in the Lease in this Memorandum for recording purposes.


NOW, THEREFORE, for and in consideration of the rents reserved and the covenants and conditions set forth in the Lease, Landlord and Tenant do hereby covenant, promise and agree as follows:

1. The term of the Lease commenced on May 14, 2002 and will expire on May 31, 2022.
2. Tenant shall have and is hereby granted Four (4) consecutive options to extend the Term of the Lease for terms of five (5) years each, subject to and on such terms and conditions set forth in the Lease.
3. Tenant shall have and is hereby granted a certain right of first refusal to purchase the Premises, all as more particularly set forth in the Lease.

4. Each and all of the terms, provisions and conditions in the Lease are hereby incorporated by this reference as though fully set forth herein.
5. In the event the Lease is in the future amended or supplemented by written instrument executed by the parties in interest thereto or shall be assigned or terminated in any manner permitted under the terms thereof, then without any further act or instrument whatsoever, this Memorandum shall likewise and to the same effect be deemed amended, assigned, or terminated, as the case may be.
6. This Memorandum of Lease may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the date first written above.

REALTY INCOME CORPORATION,  
a Maryland corporation

By:   
Its: Paul M. Meurer  
Print Name Executive Vice President,  
Chief Financial Officer

MIDAS PROPERTIES, INC.,  
a New York corporation

By: \_\_\_\_\_  
Its: Vice President  
Name: Peter D. Cooke


4. Each and all of the terms, provisions and conditions in the Lease are hereby incorporated by this reference as though fully set forth herein.
5. In the event the Lease is in the future amended or supplemented by written instrument executed by the parties in interest thereto or shall be assigned or terminated in any manner permitted under the terms thereof, then without any further act or instrument whatsoever, this Memorandum shall likewise and to the same effect be deemed amended, assigned, or terminated, as the case may be.
6. This Memorandum of Lease may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the date first written above.

REALTY INCOME CORPORATION,  
a Maryland corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name \_\_\_\_\_

MIDAS PROPERTIES, INC.,  
a New York corporation

By:   
Its: Vice President  
Name: Peter D. Cooke

(LANDLORD ACKNOWLEDGMENT)

STATE OF California )  
 ) SS  
COUNTY OF San Diego )

Before me the undersigned on this 9<sup>th</sup> day of May 2002, personally appeared Paul M. Measer, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of Realty Income Corporation, a Maryland corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation. Given under my hand and seal of office.

Gail Ferrell  
Notary Public

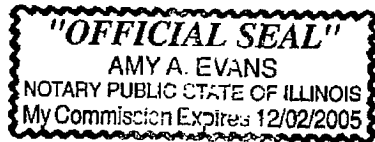
Commission Expires: \_\_\_\_\_



(TENANT ACKNOWLEDGMENT)

STATE OF Illinois )  
 ) SS  
COUNTY OF DuPage )

Before me the undersigned on this 14th day of May 2002, personally appeared Peter D. Cooke, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Vice President of Midas Properties, Inc., a New York corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation. Given under my hand and seal of office.



Amy A. Evans  
Notary Public

Commission Expires: 12/2/05



Site 80

EXHIBIT A

That part of the Southwest 1/4 of Section 13, Town 3 North, Range 22 East, bounded as follows: Commence at the West 1/4 corner of said Section 13; run thence South 89° 10' 36" East 2507.59 feet along the East-West 1/4 line of said Section 13; thence South 16° 04' 49" West 291.14 feet along the West line of State Trunk Highway #31 right of way to a 3/4 inch diameter iron pipe stake and the point of beginning of this description; continue thence South 16° 04' 49" West 99.48 feet along said right of way to a 3/4 inch diameter iron pipe stake; thence North 79° 04' 58" West 165.92 feet to a 3/4 inch diameter iron pipe stake; thence North 04° 18' 45" East 99.74 feet to a 3/4 inch diameter iron pipe stake; thence South 79° 04' 58" East 186.36 feet to the point of beginning. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 008032213156000

ADDRESS: 1230 GREEN BAY ROAD S

VOL  
3433  
PAGE  
049