TITLE GROUP

Integrity, Experience, Innovation,

Kniaht

Project ID: 2390-12-00/Racine

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

Completed on:1/22/20 10:03 am Last Revised on:1/22/20 10:03 am

Printed on:1/22/20 10:03 am

File Number: 1079337

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: 12/23/2019 at 8:00 am

Owner(s) of record: Racine Shopping Centre, LLC, a Wisconsin limited liability company

Property address:Lands along Washington Avenue (Parcels I & II); 5201 Washington Avenue (Parcel III), 1308 Ostergaard Avenue (Parcel IV) and 5409 Washington Avenue (Parcel V), Racine, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: See "Exhibit A" attached

Tax Key No: 151-03-22-13-154-020 (Parcel I); 151-03-22-13-154-010 (Parcel II); 13132122 (Parcel III); 13132123 (Parcel IV) and 151-03-22-13-171-000 (Parcel V)

Mortgages / Leases / Land Contracts / UCC

Assignment of Rents from Racine Shopping Centre, LLC, a Wisconsin limited liability company to Rait Funding, LLC, a Delaware limited liability company recorded July 18, 2014 as Document No. 2385722.

Assignment of Mortgage and Security Agreement and other matters contained in instrument recorded December 26, 2014, as Document No. 2397054.

Subordination, Nondisturbance and Attornment Agreement and other matters contained in instrument recorded July 23, 2015, as Document No. 2413223.

Memorandum of Interest and other matters contained in instrument recorded July 17, 1991, in Volume 2081, Page 262, as Document No. 1345078.

Rights of lessees under unrecorded leases, if any.

Short Form Lease and other matters contained in instrument recorded April 16, 2015, as Document No. 2405109. Along with Second Amendment to Ground Lease and First Amendment to Short Form Lease and other matters contained in instrument recorded October 12, 2015, as Document No. 2419630.

Mortgage and Security Agreement from Racine Shopping Centre, LLC, a Wisconsin limited liability company to Rait Funding, LLC, a Delaware limited liability company in the amount of \$7,100,000.00 dated July 17, 2014 and recorded July 18, 2014, as Document No. 2385721.

Assignment of Mortgage and Security Agreement and other matters contained in instrument recorded December 26, 2014, as Document No. 2397050.

Assignment of Mortgage and Security Agreement and other matters contained in instrument recorded December 26, 2014, as Document No. 2397052.



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

Last Revised on:1/22/20 10:03 am Printed on:1/22/20 10:03 am

File Number: 1079337

Completed on:1/22/20 10:03 am

TITLE GROUP

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

Assignment of Rents from Rait Funding, LLC, a Delaware limited liability company to Rait Funding, LLC, a Delaware limited liability company recorded December 26, 2014 as Document No. 2397051.

Assignment of Assignment of Leases and Rents and other matters contained in instrument recorded December 26. 2014. as Document No. 2397053

Assignment of Assignment of Leases and Rents and other matters contained in instrument recorded December 26, 2014, as Document No. 2397055.

Security interest of Rait Funding, LLC, c/o Rait Financial Trust, Cira Centre, 2929 Arch Street, 17th Floor, Philadelphia, PA, 19104-2870, secured party, as disclosed by UCC Financing Statement recorded July 18, 2014 as Document No. 2385723 executed by Racine Shopping Centre, LLC, 252 East Highland Avenue, Milwaukee, WI 53202, debtor.

The UCC Financing Statement recorded as Document No. 2385723 has been amended by an Amendment recorded January 5, 2015 as Document No. 2397567

The UCC Financing Statement recorded as Document No. 2385723 has been amended by an Amendment recorded January 5, 2015 as Document No. 2397568

The UCC Financing Statement recorded as Document No. 2385723 has been amended by an Amendment recorded January 5, 2015 as Document No. 2397569.

The UCC Financing Statement recorded as Document No. 2385723 has been extended by a Continuation recorded on March 25, 2019 as Document No. 2516411.

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.

Sewer Easement and other matters contained in the instrument recorded June 25, 1975 in Volume 1270, Page 217 as Document No. 958341.

Easements, restrictions and other matters shown on Certified Survey Map No. 1256 recorded August 4, 1987 as Document No. 1236708.

Declaration of Rights Options and Restrictions and other matters contained in the instrument recorded August 4, 1987 in Volume 1877, Page 894 as Document No. 1236796.

Easement Agreement and other matters contained in the instrument recorded March 13, 1995 in Volume 2433, Page 633 as Document No. 1494709

Restrictive Covenant and other matters contained in the instrument recorded December 30, 1987 in Volume 1896, Page 617 as Document No. 1247184

Agreement with Respect to Restrictive Covenant and other matters contained in the instrument recorded May 10, 1988 in Volume 1912, Page 366 as Document No. 1255871.

Assignment of Rights Under Restrictive Covenant and other matters contained in the instrument recorded April 20, 1992 in Volume 2144, Page 400 as Document No. 1372701

Covenant and Agreement and other matters contained in the instrument recorded October 22, 1965 in Volume 883, Page 297 as Document No. 796863.

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



TITLE GROUP

Integrity, Experience, Innovation,

Project ID: 2390-12-00/Racine

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

Refer Inquiries to: Mary K. Payne (mary@knightbarry.com) Completed on:1/22/20 10:03 am

Last Revised on:1/22/20 10:03 am

Printed on:1/22/20 10:03 am

File Number: 1079337

Easement and other matters contained in the instrument recorded March 27, 1963 in Volume 735, Page 230 as Document No. 733792.

Easements and Memoranda of Covenants and Options and other matters contained in the instrument recorded May 29, 1964 in Volume 821, Page 595 as Document No. 770346.

Easements and Memoranda of Covenants and Options and other matters contained in the instrument recorded May 29, 1964 in Volume 821, Page 602 as Document No. 770347.

Cross Easement Agreement and other matters contained in the instrument recorded November 15, 1971 in Volume 1111, Page 431 as Document No. 892282

Easement and other matters contained in the instrument recorded June 4, 1975 in Volume 1267, Page 99 as Document No. 957124

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded September 11, 1975 in Volume 1281, Page 261 as Document No. 962596.

Wisconsin Natural Gas Company Easement and other matters contained in the instrument recorded August 19, 1988 in Volume 1927, Page 171 as Document No. 1294008.

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded September 13, 1988 in Volume 1930, Page 470 as Document No. 1265693

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded October 13, 1988 in Volume 1934, Page 581 as Document No. 1267960

Agreement and other matters contained in the instrument recorded December 30, 1987 in Volume 1896, Page 610 as Document No. 1247182.

Shared Driveway Mutual Agreement and other matters contained in the instrument recorded December 6, 2001 in Volume 3313, Page 2 as Document No. 1803368

First Amendment to Shared Driveway Mutual Agreement and other matters contained in the instrument recorded February 25, 2013 as Document No. 2345121.

Award of Damages and other matters contained in the instrument recorded February 13, 1963 in Volume 770, Page 219 as Document No. 747820. Along with Affidavit and other matters contained in instrument recorded May 22, 1964, in Volume 821, Page 144, as Document No. 770025.

Covenants, Conditions, Restrictions and other matters contained in the instrument recorded February 11, 1964 in Volume 770, Page 64 as Document No. 747725. Along with Affidavit and other matters contained in instrument recorded May 22, 1964, in Volume 821, Page 136, as Document No. 770021.

Easement Agreement and other matters contained in the instrument recorded September 14, 2015 as Document No. 2417501.

as Document No. Sanitary Sewer Easement and other matters contained in the instrument recorded September 14, 2015 2417502.

Distribution Easement Underground and other matters contained in the instrument recorded September 24, 2015 Document No. 2418327.

License to Use Real Estate and other matters contained in the instrument recorded March 7, 2016 as Document No. 2429658.

Easement and other matters contained in the instrument recorded March 22, 2016 as Document No. 2430696.



DOT Title Report

TITLE GROUP

Project ID: 2390-12-00/Racine

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

Fax:262-633-4928

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

Completed on:1/22/20 10:03 am Last Revised on:1/22/20 10:03 am

Printed on:1/22/20 10:03 am

File Number: 1079337

Easement Agreement and other matters contained in the instrument recorded April 29, 2016 as Document No. 2433609.

Permanent Maintenance Easement and other matters contained in the instrument recorded February 12, 2018 No. 2486487.

Easements, restrictions and other matters shown on Certified Survey Map 3173 recorded September 22, 2015 as Document No. 2418130.

Covenant and other matters contained in the instrument recorded January 10, 1962 in Volume 767, Page 40 as Document No. 746431.

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. It 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 \$117,889.08, and all prior years are paid. (Parcel I)

Taxes for the Year 2019 in the amount of \$20,720.26, and all prior years are paid. (Parcel II)

Taxes for the Year 2019 in the amount of \$38,208.54, and all prior years are paid. (Parcel III)

Taxes for the Year 2019 in the amount of \$8,234.80, and all prior years are paid. (Parcel IV)

Taxes for the Year 2019 in the amount of \$58,666.40, and all prior years are paid. (Parcel V)

Other Matters

None

Footnotes

This is intended for the purposes of causing the subject premises 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.



File Number: 1079337

Completed on:1/22/20 10:03 am Last Revised on:1/22/20 10:03 am

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

Printed on:1/22/20 10:03 am



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

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

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



EXHIBIT A

Parcel I: Lot 2 of Certified Survey Map No. 3173 as recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 22, 2015 in Volume 10 of Certified Survey Maps, at Page 384, as Document No. 2418130, being a re-division of part of Parcels 1 and 2 of Certified Survey Map No. 1256, located in the Northwest ¼ of the Southeast ¼ and the Northeast ¼ of the Southwest ¼ of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

Parcel II: Lot 1 of Certified Survey Map No. 3173 as recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 22, 2015 in Volume 10 of Certified Survey Maps, at Page 384, as Document No. 2418130, being a re-division of part of Parcels 1 and 2 of Certified Survey Map No. 1256, located in the Northwest ¼ of the Southeast ¼ and the Northeast ¼ of the Southwest ¼ of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

Parcel III: Lot 3 of Certified Survey Map No. 3173 as recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 22, 2015 in Volume 10 of Certified Survey Maps, at Page 384, as Document No. 2418130, being a re-division of part of Parcels 1 and 2 of Certified Survey Map No. 1256, located in the Northwest ¼ of the Southeast ¼ and the Northeast ¼ of the Southwest ¼ of Section 13, Township 3 North, Range 22 East. Said land being in the City of Racine, County of Racine and State of Wisconsin.

Parcel IV: Lot 4 of Certified Survey Map No. 3173 as recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 22, 2015 in Volume 10 of Certified Survey Maps, at Page 384, as Document No. 2418130, being a re-division of part of Parcels 1 and 2 of Certified Survey Map No. 1256, located in the Northwest ¼ of the Southeast ¼ and the Northeast ¼ of the Southwest ¼ of Section 13, Township 3 North, Range 22 East. Said land being in the City of Racine, County of Racine and State of Wisconsin.

Parcel V: All that part of the Southeast ¼ of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the Northeast corner of said Southeast ¼; thence North 89° 10′ 36″ West along the North line of said Southeast ¼, 2150.57 feet; thence South 02° 07′ 30″ East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 02° 07′ 30″ East, 327.40 feet; thence North 89° 10′ 36″ West and parallel to said North line, 157.34 feet; thence North 00° 49′ 24″ East 74.14 feet; thence North 89° 10′ 36″ West, 0.50 feet to a point on the centerline of an existing party wall; thence North 00° 49′ 24″ East, along the centerline of said party wall, 145.18 feet; thence South 89° 10′ 36″ East, 0.50 feet; thence North 00° 49′ 24″ East, 10.07 feet; thence North 89° 10′ 36″ West, 4.59 feet; thence North 00° 49′ 24″ East, 35.53 feet; thence South 89° 10′ 36″ East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant. County of Racine. State of Wisconsin.

For informational purposes only

Property Address: Lands along Washington Avenue (Parcels I & II); 5201 Washington Avenue (Parcel III), 1308 Ostergaard Avenue (Parcel IV) and 5409 Washington Avenue (Parcel V), Racine, WI 53406 Tax Key No.: 151-03-22-13-154-020 (Parcel I); 151-03-22-13-154-010 (Parcel II); 13132122 (Parcel III); 13132123 (Parcel IV) and 151-03-22-13-171-000 (Parcel V)





2019 Property Record | Racine County, WI

Assessed values not finalized until after Board of Review Property information is valid as of 1/17/2020 2:59:36 PM

Owner Address

RACINE SHOPPING CENTRE LLC, 252 E HIGHLAND AV MILWAUKEE, WI 53202

Property Information

Parcel ID:

151-032213154020

Document#

2418130

Tax Districts:

UNIFIED SCHOOL DISTRICT

Owner

RACINE SHOPPING CENTRE LLC

Property Description

For a complete legal description, see recorded document.

PT SE1/4

CSM 3173 V10 PG 384

LOT 2

FROM 151032213154005 IN 2015 FOR 2016 ROLL

TOTAL ACRES 7.08

Municipality:

151-VILLAGE OF MT PLEASANT

Property Address:

WASHINGTON AVE

Tax Information	Print Tax Bill
Installment	<u>Amount</u>
First:	59,322.08
Second:	58,567.00
Third:	0.00
Total Tax Due:	117,889.08
Base Tax:	117,202.98
Special Assessment:	753.50
Lottery Credit:	0.00
First Dollar Credit:	67.40
Amount Paid: (View payment history info below)	117,889.08
Current Balance Due:	0.00
Interest:	0.00
Total Due:	0.00

Land Valuation					
<u>Code</u>	Acres	<u>Land</u>	<u>lmpr.</u>	<u>Total</u>	
2	7.08	\$2,050,800	\$4,245,200	\$6,296,000	
! !	7.08	\$2,050,800	\$4,245,200	\$6,296,000	
Assessment Ratio:			. 1.	0269663420	
Fair Market Value:				6130600.00	

	Special Assessment Detail	
<u>Code</u>	Description	<u>Amount</u>
24	24 - STORM WATER UTILITY FEE	753.50
		753.50

		Payment History	1		
<u>Date</u>	<u>Receipt</u>	<u>Amount</u>	<u>Interest</u>	<u>Penalty</u>	<u>Total</u>
12/18/2019	191004	117889.08	0.00	0.00	117889.08

Racine County

Owner (s):

Location:

RACINE SHOPPING CENTRE LLC

Section, Sect. 13, T3N, R22E

Mailing Address:

School District:

RACINE SHOPPING CENTRE LLC

School District:

252 E HIGHLAND AV

4620 - UNIFIED SCHOOL DISTRICT

MILWAUKEE, WI 53202

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

151-03-22-13-154-020 151-VILLAGE OF MT PLEASANT Active

Alternate Tax Parcel Number: Acres:

7.0800

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

PT SE1/4 CSM 3173 V10 PG 384 LOT 2 FROM 151032213154005 IN 2015 FOR 2016 ROLL **TOTAL ACRES**
7.08

Site Address (es): (Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)
WASHINGTON AVE RACINE, WI 53406

0 Lottery credits claimed

Tax History

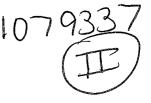
^{*} Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2019	\$117,889.08	\$117,889.08	\$0.00	\$0.00	\$0.00	\$0.00
2018	\$128,630.04	\$128,630.04	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$129,761.15	\$129,761.15	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$130,920.21	\$130,920.21	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00
	Total	Total	Total	Total	Total	Total

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



2019 Property Record | Racine County, WI



Assessed values not finalized until after Board of Review Property information is valid as of 1/17/2020 2:58:48 PM

Owner Address

RACINE SHOPPING CENTRE LLC , 252 E HIGHLAND AV MILWAUKEE, WI 53202

Property Information

Parcel ID:

151-032213154010

Document #

SM_81503

Tax Districts:

UNIFIED SCHOOL DISTRICT

Owner

RACINE SHOPPING CENTRE LLC

Property Description

For a complete legal description, see recorded document.

PT SE1/4

CSM 3173 V10 PG 384

LOT 1

FROM 151032213154005 IN 2015 FOR 2016 ROLL

TOTAL ACRES 1.24

Municipality:

151-VILLAGE OF MT PLEASANT

Property Address:

WASHINGTON AVE

Tax Information	Print Tax Bill
Installment	<u>Amount</u>
First:	13,179.26
Second:	7,541.00
Third:	0.00
Total Tax Due:	20,720.26
Base Tax:	15,082.26
Special Assessment:	5,638.00
Lottery Credit:	0.00
First Dollar Credit:	0.00
Amount Paid: (View payment history info below)	20,720.26
Current Balance Due:	0.00
Interest:	0.00
Total Due:	0.00

Land Valuation				
<u>Code</u>	<u>Acres</u>	Land	<u>lmpr.</u>	<u>Total</u>
2	1.24	\$810,200	\$0	\$810,200
	1.24	\$810,200	\$0	\$810,200
Assessment Ratio: 1.026966342				269663420
Fair Market Value: 788900.0				788900.00

	Special Assessment Deta	ail
<u>Code</u>	<u>Description</u>	<u>Amount</u>
21	21 - FIRE/AMBULANCE	50.00
24	24 - STORM WATER UTILITY FEE	5588.00
		5638.00

	Pay	ment History			
<u>Date</u>	Receipt	<u>Amount</u>	<u>Interest</u>	<u>Penalty</u>	<u>Total</u>
1/15/2020	216036	20720.26	0.00	0.00	20720.26

Racine County

Owner (s):

Location:

RACINE SHOPPING CENTRE LLC

Section, Sect. 13, T3N, R22E

Mailing Address:

School District:

RACINE SHOPPING CENTRE LLC

252 E HIGHLAND AV

4620 - UNIFIED SCHOOL DISTRICT

MILWAUKEE, WI 53202

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

151-03-22-13-154-010 151-VILLAGE OF MT PLEASANT Active

Alternate Tax Parcel Number: Acres:

1.2400

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.): PT SE1/4 CSM 3173 V10 PG 384 LOT 1 FROM 151032213154005 IN 2015 FOR 2016 ROLL **TOTAL ACRES** 1.24

Site Address (es): (Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.) WASHINGTON AVE RACINE, WI 53406

0 Lottery credits claimed

Tax History

^{*} Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2019	\$20,720.26	\$20,720.26	\$0.00	\$0.00	\$0.00	\$0.00
2018	\$20,580.11	\$20,580.11	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$20,641.91	\$20,641.91	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$26,569.66	\$26,569.66	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

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



City of Racine Web Portal - Property Summary

Property: 13132122



Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2019 ▼	Real Estate	13132122	276 - CITY OF RACINE	5201 WASHINGTON AVE	RACINE SHOPPING CENTRE LLC C/O SIEGEL-GALLAGHER MNGMT CO 252 E HIGHLAND AVE MILWAUKEE WI 53202
Tax Year Legend	i: ••• =	owes prior year taxes	💢 = not asse	essed	ed Delinquent Current

Summary

Property Summary

, ,	
Parcel #:	13132122
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	7/11/2017
Historical Date:	
Acres:	0.000

Property Addresses

<u>Primary</u> ▲	<u>Address</u>
€	5201 WASHINGTON AVE RACINE 53406

Owners

<u>Name</u>	<u>Status</u>	<u>Ownership Type</u>	<u>Interest</u>
RACINE SHOPPING CENTRE LLC	CURRENT OWNER		0.00

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Abbreviated Legal Description

(See recorded documents for a complete legal description)

NW 1/4 SE 1/4 SEC 13-3-22 LOT 3 CSM NO. 3173 FOR RACINE SHOPPING CENTRE LLC REC ON SEPTEMBER 22, 2015 IN VOL 10 PG 384. AS DOC NO. 2418130 + BEING PART OF PARCELS 1 + 2, CSM NO. 1256

Public Land Survey - Property Descriptions

No Property Descriptions were found

District

Code ▲ Description		<u>Category</u>
0600	GATEWAY TECHINCAL COLLEGE	TECHNICAL COLLEGE
276	LOCAL	OTHER DISTRICT

	RACINE COUNTY	
	STATE OF WISCONSIN	
4620		REGULAR SCHOOL

Building Information

Buildings

Assessments

Assessment Summary

Estimated Fair Market Value: 1390500

Assessment Ratio: 0.9694

Legal Acres: 0.000

2019 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	387600	960400	1348000
ALL CLASSES	0.000	387600	960400	1348000

2018 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	387600	896400	1284000
ALL CLASSES	0.000	387600	896400	1284000

Taxes

Tax Summary

PROCESSARIA PROCES	***************************************	
Bill #: 14393	Net Mill Rate: 0.027541125	
<u> </u>		

Lottery Credits

Claims	Date	Amount
0		0.00

Installments

Due Date ▲	<u>Amount</u>
1/31/2020	10415.01
3/31/2020	9264.51
5/31/2020	9264.51
7/31/2020	9264.51

Payments

<u>Status</u>	Payment Date	<u>Type</u>	<u>Amount</u>	<u>Receipt #</u>	Notes
Posted	12/23/2019	Т	38208.54	3372	CORELOGIC 7114321

ŀ	Cey:	Property Type: RE - Real Estate, PP - Personal Property
		Payment Type: A - Adjustment, R - Redemption, T - Current Tax, Q - Quit Claim, D - Write Off Deeded, B - Write Off Bankruptcy

Details

Description	Amount	Paid	Due
Gross Tax	39419.07	-	-
School Credit	2293.63	-	-
	37125.44	-	-

Description	Amount	Paid	Due
GATEWAY TECHINCAL COLLEGE	1109.60		
LOCAL	20533.36	THE ACCUPATION OF THE PROPERTY	
RACINE COUNTY	4577.70		
STATE OF WISCONSIN	0.00	THE ACTION OF TH	
UNIFIED SCHOOL	10904.78		
First Dollar Credit	67.40	-	-
Lottery Credit	0.00	-	_
Net Tax	37058.04	37058.04	0.00
Special Assessments	0.00	0.00	0.00
Special Charges	1150.50	1150.50	0.00
Delinquent Utility	0.00	0.00	0.00
PrivateForest Crop	0.00	0.00	0.00
Woodland Tax Law	0.00	0.00	0.00
Managed Forest Land	0.00	0.00	0.00
Other Charges	0.00	0.00	0.00
Interest	_	0.00	0.00
Penalty	-	0.00	0.00
TOTAL	38208.54	38208.54	0.00

Tax History

Interest/Penalty Date 01/17/2020

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Statu s
2019	38208.54	0.00	0.00	38208.54	12/23/201 9	0.00	Paid
2018	38068.16	0.00	0.00	38068.16	12/26/201 8	0.00	Paid
2017	37950.76	0.00	0.00	37950.76	12/28/201 7	0.00	Paid
2016	38770.75	0.00	0.00	38770.75	12/28/201 6	0.00	Paid
TOTA L	152998.2 1	0.00	0.00	152998.2 1	=	0.00	-

^{*} The totals shown here represent only the items in the grid. For more detailed information see 'Tax Balance Report'.

Document History

No matching document history was found



City of Racine Web Portal - Property Summary

Property: 13132123



Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2019 ▼	Real Estate	13132123	276 - CITY OF RACINE	1308 OSTERGAARD AVE	RACINE SHOPPING CENTRE LLC C/O SIEGEL-GALLAGHER MNGMT CO 252 E HIGHLAND AVE MILWAUKEE WI 53202
Tax Year Legend	ı: +\$ =	owes prior year taxes	💹 = not asse	essed	ed Delinquent Current

Summary

Property Summary

Parcel #:	13132123		
Alt. Parcel #:			
Parcel Status:	Current Description		
Creation Date:	7/11/2017		
Historical Date:			
Acres:	0.000		

Property Addresses

Primary 🛦	Address	
Ø.	1308 OSTERGAARD AVE RACINE 53406	-

Owners

<u>Name</u>	<u>Status</u>	Ownership Type	<u>Interest</u>	-
RACINE SHOPPING CENTRE LLC	CURRENT OWNER		0.00	

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Abbreviated Legal Description

(See recorded documents for a complete legal description)

SE 1/4 + SW 1/4 SEC 13-3-22 PT PCL 2 CSM NO 1256 DESC VOL3 CSM PG 658, BEG C/L OSTERGAARD AVE AT NLN HIGHLAND VILL NO 2, W ALG SD NLN 996.92 FT, NWLY 195 FT, NELY ALG CITY LIMITS TO PT 30 FT W OF ELN PCL 2 CSM NO 1256 FT, N 174 FT MOL, E 30.04 FT, S 318 FT MOL TO POB, EXC PT DESC VOL 1972 RECS PGS 954-956 3.27 AC MOL

Public Land Survey - Property Descriptions

No Property Descriptions were found

District

<u>Code</u> ▲	<u>Description</u>	<u>Category</u>
0600	GATEWAY TECHINCAL COLLEGE	TECHNICAL COLLEGE

276	LOCAL	OTHER DISTRICT
	RACINE COUNTY	
	STATE OF WISCONSIN	
4620	UNIFIED SCHOOL	REGULAR SCHOOL

Building Information

Buildings

Assessments

Assessment Summary

Estimated Fair Market Value: 308400

Assessment Ratio: 0.9694 Legal Acres: 0.000

2019 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	299000	0	299000
ALL CLASSES	0.000	299000	0	299000

2018 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	299000	0	299000
ALL CLASSES	0.000	299000	0	299000

Taxes

Tax Summary

Bill #: 14394	Net Mill Rate: 0.027541125	
\$23000000000000000000000000000000000000		

Lottery Credits

İ	Claims	Date	Amount
	0		0.00

Installments

<u>Due Date</u> ▲	Amount
1/31/2020	2058.70
3/31/2020	2058.70
5/31/2020	2058.70
7/31/2020	2058.70

Payments

<u>Status</u>	Payment Date	<u>Type</u>	<u>Amount</u>	<u>Receipt #</u>	Notes
Posted	12/23/2019	Т	8234.80	3374	CORELOGIC 7114321

Key:	Property Type: RE - Real Estate, PP - Personal Property
	Payment Type: A - Adjustment, R - Redemption, T - Current Tax, Q - Quit Claim, D - Write Off Deeded, B - Write Off Bankruptcy

Details

Description	Amount	Paid	Due
Gross Tax	8743.55	-	-
School Credit	508.75	-	-

Description	Amount	Paid	Due
Total	8234.80	-	
GATEWAY TECHINCAL COLLEGE	246.12		·
LOCAL	4554.51		
RACINE COUNTY	1015.38	-	
STATE OF WISCONSIN	0.00		
UNIFIED SCHOOL	2418.79		
First Dollar Credit	0.00	-	-
Lottery Credit	0.00	-	-
Net Tax	8234.80	8234.80	0.00
Special Assessments	0.00	0.00	0.00
Special Charges	0.00	0.00	0.00
Delinquent Utility	0.00	0.00	0.00
PrivateForest Crop	0.00	0.00	0.00
Woodland Tax Law	0.00	0.00	0.00
Managed Forest Land	0.00	0.00	0.00
Other Charges	0.00	0.00	0.00
Interest	_	0.00	0.00
Penalty	-	0.00	0.00
TOTAL	8234.80	8234.80	0.00

Tax History

Interest/Penalty Date 01/17/2020

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Status
2019	8234.80	0.00	0.00	8234.80	12/23/201 9	0.00	Paid
2018	8720.87	0.00	0.00	8720.87	12/26/201 8	0.00	Paid
2017	11262.5 8	0.00	0.00	11262.5 8	12/28/201 7	0.00	Paid
2016	11373.4 5	0.00	0.00	11373.4 5	12/28/201 6	0.00	Paid
TOTA L	39591.7 0	0.00	0.00	39591.7 0	-	0.00	-

^{*} The totals shown here represent only the items in the grid. For more detailed information see 'Tax Balance Report'.

Document History

No matching document history was found



2019 Property Record | Racine County, WI

1079337

Assessed values not finalized until after Board of Review Property information is valid as of 1/17/2020 3:00:32 PM

Owner Address

RACINE SHOPPING CENTRE LLC , 252 E HIGHLAND AVE

MILWAUKEE, WI 53202

Owner

RACINE SHOPPING CENTRE LLC

Property Information

Parcel ID:

151-032213171000

Document #

2385720

Tax Districts:

UNIFIED SCHOOL DISTRICT

Property Description

For a complete legal description, see recorded document.

PT SE1/4 COM NE COR SE 1/4 TH W2150 S419 TO POB TH S327 W157 N74 W.5 N145 E.5 N10 W4 N62 W2 N35 E147 TO POB **TOTAL ACRES** 1.07

Municipality:

151-VILLAGE OF MT PLEASANT

Property Address:

5409 WASHINGTON AVE

Amount

62.50

907.50

970.00

Tax Information	Print Tax Bill
<u>Installment</u>	<u>Amount</u>
First:	29,818.40
Second:	28,848.00
Third:	0.00
Total Tax Due:	58,666.40
Base Tax:	57,763.80
Special Assessment:	970.00
Lottery Credit:	00.00
First Dollar Credit:	67.40
Amount Paid: (View payment history info below)	58,666.40
<u>Current Balance Due:</u>	0.00
<u>Interest:</u>	0.00
<u>Total Due:</u>	0.00

Land Valuation								
<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>				
2	1.07	\$699,100	\$2,403,900	\$3,103,000				
·	1.07	\$699,100	\$2,403,900	\$3,103,000				
Assessr	nent Ratio	<u>:</u>	1.	0269663420				
Fair Market Value: 3021500.00								
Special Assessment Detail								

Total Due:		0.00						
Payment History								
<u>Date</u>	<u>Receipt</u>	<u>Amount</u>	<u>Interest</u>	<u>Penalty</u>	<u>Total</u>			
12/18/2019	191004	58666.40	0.00	0.00	58666.40			

Code

21

24

Description

FEE

21 - FIRE/AMBULANCE

24 - STORM WATER UTILITY

Racine County

Owner (s):

Location:

RACINE SHOPPING CENTRE LLC

Section, Sect. 13, T3N, R22E

Mailing Address:

School District:

RACINE SHOPPING CENTRE LLC 252 E HIGHLAND AVE 4620 - UNIFIED SCHOOL DISTRICT

ZUZ E IIIOIRDAND AVE

MILWAUKEE, WI 53202-0000

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

151-03-22-13-171-000 151-VILLAGE OF MT PLEASANT Active

Alternate Tax Parcel Number: Acres:

1.0700

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):
PT SE1/4 COM NE COR SE 1/4 TH W2150 S419 TO POB TH S327 W157 N74 W.5 N145 E.5 N10 W4 N62 W2
N35 E147 TO POB **TOTAL ACRES** 1.07

Site Address (es): (Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.) 5409 WASHINGTON AVE RACINE, WI 53406

0 Lottery credits claimed

Tax History

^{*} Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2019	\$58,666.40	\$58,666.40	\$0.00	\$0.00	\$0.00	\$0.00
2018	\$48,581.58	\$48,581.58	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$57,512.38	\$57,512.38	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$56,780.57	\$56,780.57	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$57,432.39	\$57,432.39	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$76,821.59	\$76,821.59	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$57,195.10	\$57,195.10	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$58,829.35	\$58,829.35	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$43,967.32	\$43,967.32	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$33,692.32	\$33,692.32	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$37,093.39	\$37,093.39	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

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

State Bar of Wisconsin Form 3-2003 **QUIT CLAIM DEED**

with the the control of the sales of the sal

Document #: 2385720

Transfer Fee: \$27840.00

Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS

Date: 07-18-2014 Time: 04:47:00 PM Pages: 4 Fee: \$30.00 County: RACINE State: WI

Requesting Party: First American Title Insurance Company - NC

Document Number	Document N	âme	this document has been electronically recorded and returned to the submitter**
THIS DEED, made between	FW WI-RACINE CENTRE, LL	C, a Delaware	
imited liability company			H
	("Grantor," v	whether one or more),	
and RACINE SHOPPING CEN	TRE, LLC, a Wisconsin limited l	iability company	·
rents, profits, fixtures and	tee the following described real estable appurtenant interests, in <u>R</u> ("Property") (if more space is n	lacine	Recording Area Name and Return Address Todd T. Nelson Stupar & Schuster, S.C. 633 W. Wisconsin Ave. Suite 1800 Milwaukee, WI 53203
	•		See Addendum "A" attached hereto
			Parcel Identification Number (PIN)
•			This is not homestead property. (is) (is not)
· · · · · · · · · · · · · · · · · · ·			
Dated July /	7, 2014 (SEAL)	EE ATTACHED	(SEAL)
Dated July /	S(SEAL)*		
Dated July /	S.		(SEAL)
•	S(SEAL)* (SEAL)*		(SEAL)
AUTHENT	SEAL)(SEAL)(SEAL)* ICATION		(SEAL) KNOWLEDGMENT IN)) ss.
* * AUTHENT Signature(s)	S(SEAL)_*(SEAL)_*(SEAL)_*	AC	(SEAL) KNOWLEDGMENT IN)
AUTHENT Signature(s) uthenticated on	SEAL)(SEAL)*(SEAL)* ICATION	AC STATE OF WISCONS: Personally came before	(SEAL) KNOWLEDGMENT IN)) ss.
AUTHENT Signature(s) uthenticated on TITLE: MEMBER STATE	(SEAL) AC STATE OF WISCONS Personally came before the above-named	(SEAL) KNOWLEDGMENT IN SS. COUNTY me on ,	
AUTHENT Signature(s) uthenticated on TITLE: MEMBER STATE (If not, authorized by Wis. St	(SEAL) AC STATE OF WISCONS Personally came before the above-named	(SEAL) KNOWLEDGMENT IN) ss. COUNTY me on , e person(s) who executed the foregoing	
AUTHENT Signature(s) uthenticated on TITLE: MEMBER STATE (If not, authorized by Wis. St	(SEAL) AC STATE OF WISCONS: Personally came before the above-named to me known to be the	(SEAL) KNOWLEDGMENT IN) ss. COUNTY me on , e person(s) who executed the foregoing	
* AUTHENT Signature(s) authenticated on TITLE: MEMBER STATE (If not,	(SEAL) AC STATE OF WISCONS: Personally came before the above-named o me known to be the instrument and acknowless.	(SEAL) KNOWLEDGMENT IN Ss. COUNTY me on e person(s) who executed the foregoing ledged the same.	
AUTHENT Signature(s) uthenticated on TITLE: MEMBER STATE (If not, authorized by Wis. St	(SEAL) AC STATE OF WISCONS Personally came before the above-named o me known to be the instrument and acknowle	(SEAL) KNOWLEDGMENT IN Ss. COUNTY me on e person(s) who executed the foregoing ledged the same.	

QUIT CLAIM DEED

* Type name below signatures.

SIGNATURE PAGE TO QUIT CLAIM DEED

"GRANTOR"

FW WI-RACINE CENTRE, LLC, a Delaware limited liability company

By: FW-Reg II Holding Company Two, LLC, a Delaware limited liability company, its sole member

GRI-Regency, LLC, a Delaware limited Byliability company, its sole member

Regency Centers, L.P., a Delaware limited By: partnership, its managing member

By: Regency Centers Corporation, a Florida corporation, its general partner

Name: Stuart Brackenridge Vice President

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this / Stuart Brackenridge, the Vice President of Regency Centers Corporation, the general partner of Regency Centers, L.P., the managing member of GRI-Regency, LLC, the sole member of FW-Reg II Holding Company Two, LLC, the sole member of EW WI-RACINE CENTRE, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me.

PENNY A. TAYLOR Notary Public, State of Texas My Gommission Expires August 10, 2016

Print Name:

Notary Public

My Commission Expires:

Commission Number:

Addendum "A"

LEGAL DESCRIPTION

Parcel I:

The East 30 feet of Parcel 1 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 of a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-154-005

Address: 5201 Washington Avenue, Mt. Pleasant, WI 53406

Parcel II:

Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 In Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 and a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East, Excepting Therefrom the following: Commence at the North West corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°7'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1: thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning. Also Excepting Therefrom: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2, 30.05 feet to the North East corner of Lot 1, Block 4, Highland Village No, 2, a recorded subdivision, said point being the place of beginning of the lands to be described; thence continuing North 89°10'36" West along said South line, 629.11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North 2°57'24" East along the West line of said Lot 3 extended, 28.00 feet to a point; thence South 89°10'36" East, and parallel to the South line of said Parcel 2, 626.63 feet to a point on the East line of Lot 1, Block 4, Highland Village No. 2, extended; thence South 2°07'30" East along said East line extended, 28.02 feet to the place of beginning. Said land being in the City of Racine, County of Racine, and State of Wisconsin.

Tax Key No. 13132-102

Address: 5201 Washington Avenue, Racine, WI 53406

Tax Key No. 13132-95

Address: 1308 Ostergaard Avenue, Racine, WI 53406

Parcel III:

All that part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East 1/4;

thence North 89°10'36" West along the North line of said South East 1/4, 2150.57 feet; thence South 02°07'30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 02°07'30" East, 327.40 feet; thence North 89°10'36" West and parallel to said North line, 157.34 feet; thence North 00°49'24" East 74.14 feet; thence North 89°10'36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 00°49'24" East, along the centerline of said party wall, 145.18 feet; thence South 89°10'36" East, 0.50 feet; thence North 00°49'24" East, 10.07 feet; thence North 89°10'36" West, 4.59 feet; thence North 00°49'24" East, 62.05 feet; thence North 89°10'36" West, 2.44 feet; thence North 00°49'24" East, 35.53 feet; thence South 89°10'36" East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-171-000 Address: 5409 Washington Avenue, Mt. Pleasant, WI 53406

Parcel IV:

Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 1236796 and 892282.

State Bar of Wisconsin Form 1-2003 WARRANTY DEED

Document Number

Document Name

THIS DEED, made between USRP I, LLC, a Delaware limited liability company, whose address is 121 West Forsyth Street, Suite 200, Jacksonville, Florida 32202 ("Grantor," whether one or more), and FW WI - RACINE CENTRE, LLC, a Delaware limited liability company, whose address is 121 West Forsyth Street, Jacksonville, Florida 32202 ("Grantee," whether one or more).

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

space is needed, please attach addendum):

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free

and clear of encumbrances except: NONE.

USRP I, LLC, a Delaware limited liability company

By: USRP I Holding, LLC, a Delaware limited liability company, its sole member

By: Macquarie CountryWide-Regency II, LLC, a Delaware limited liability company, its sole member

By: Macquarie-Regency Management, LLC, a Delaware limited liability company, its managing member

By: Regency Centers, L.P., a Delaware limited partnership, its managing member

By: Regency Centers Corporation, a Florida corporation, its general partner

Name: Its: Vice President (SEAL) AUTHENTICATION

Signature(s) authenticated on

TITLE: MEMBER STATE BAR OF WISCONSIN

authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT DRAFTED BY:

(If not,

Return to:

LandAmerica Financial Group, Inc. Attn: Denny White 05-001094 1015 15th Street, N.W., Suite 300 Washington, D.C. 20005

DOC # 2038436 Recorded

JULY 14,2005 AT 04:06PM

JAMES A LADWIG RACINE COUNTY REGISTER OF DEEDS Fee Amount: \$15.08 Transfer Fee: \$46932.98

Recording Area

Name and Return Address David C. Cook, Esq. Foley & Lardner LLP

One Independent Drive, Suite 1300

Jacksonville, FL 32202

151-032213154005 & 51-151-032213171000 - County 276000013132095 &276000013132102 - City Parcel Identification Number (PIN)

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

ACKNOWLEDGMENT

STATE OF Florida		_)
Duval	_COUNTY) ss.)
		· h

The foregoing instrument was acknowledged before me this 16th day of May, 2005, by Kakhy b. Miller, the Vice the Vice of Regency Centers Corporation, a Florida corporation, the general partner of Regency Centers, L.P., a Delaware limited partnership, managing member of Macquarie-Regency Management, LLC, a Delaware limited liability company, the managing member of Macquarie CountryWide-Regency II, LLC, a Delaware limited liability company, as sole member of USRP I Holding, LLC, a Delaware limited liability company, the sole member of USRP I, LLC, a Delaware limited liability company, on behalf of the limited liability company. Such person is: (notary must

is/are personally known to me. produced a current Florida driver's license as identification. П produced

Notary Public, State of My Commission (is permanent) (expires:

identification CYNTHIA GUESS MY COMMISSION # DD 118442 EXPIRES: June 2, 2006 Bonded Thru Notary Pal

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

check applicable box)

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

WARRANTY DEED

STATE BAR OF WISCONSIN FORM NO. 1-2003

^{*} Type name below signatures.

EXHIBIT "A"

PARCELI

The East 30 feet of Parcel 1 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 of a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-154-005

Address for this Tax Key No. Per Racine County Treasurer's office:

5201 Washington Avenue Racine, WI 53406

PARCEL II

Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 and a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East, EXCEPTING THEREFROM the following: Commence at the North West corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°7'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning, ALSO EXCEPTING THEREFROM: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2, 30.05 feet to the North East corner of Lot 1, Block 4, Highland Village No. 2, a recorded subdivision, said point being the place of beginning of the lands to be described; thence continuing North 89°10'36" West along said South line, 629.11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North 2°57'24" East along the West line of said Lot 3 extended, 28.00 feet to a point; thence South 89°10'36" East, and parallel to the South line of said Parcel 2, 626.63 feet to a point on the East line of Lot 1, Block 4, Highland Village No. 2, extended; thence South 2°07'30" East along said East line extended, 28.02 feet to the place of beginning. Said land being in the City of Racine, County of Racine, and State of Wisconsin.

Tax Key No. 13132-102

Address for this Tax Key No. Per Racine County Treasurer's Office:

5201 Washington Avenue Racine, WI 53406

Tax Key No. 13132-95

Address for this Tax Key No. Per Racine County Treasurer's Office:

1308 Ostergaard Avenue Racine, WI 53406

PARCEL III

All that part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East 1/4; thence North 89°10'36" West along the North line of said South East 1/4, 2150.57 feet; thence South 20°7'30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 20°7'30" East, 327.40 feet; thence North 89°10'36" West and parallel to said North line, 157.34 feet; thence North 04°9'24" East 74.14 feet; thence North 89°10'36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 04°9'24" East, along the centerline of said party wall, 145.18 feet; thence South 89°10'36" East, 0.50 feet; thence North 04°9'24" East, 10.07 feet; thence North 89°10'36" West, 4.59 feet; thence North 04°9'24" East, 62.05 feet; thence North 89°10'36" West, 2.44 feet; thence North 04°9'24" East, 35.53 feet; thence South 89°10'36" East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-171-000

Address for this Tax Key No. Per Racine County Treasurer's Office:

5409 Washington Avenue Racine, WI 53406

PARCEL IV

Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 770346, 770347, 1236796 and 892282.

. : 000H138		DOC # 2065041
		Recorded DEC. 22,2005 A: 05:31:00PM
AFFIDAVIT OF	CORRECTION	TC1COOD H! 80333138654
Document Number		1 157 13 150 15
(TYPE OR PRINT CLEARLY IN BLACK OR RED INK)		Chones I. Kadure
AFFIANT, Denny White here a certain document which was titled as follows: Warranty	by swears or affirms that	0
(type of document), recorded on the 14th day of July	7	JAMES A LADWIG
2005 (year) ************************************	s, as document number County, State of	RACINE COUNTY
Wisconsin contained the following error (if more space is need, p	blease attached	REGISTER OF DEEDS Fee Asount: \$21.80
addendum):	,	
Legal in error	ı	Recording Area
-		
	·	Dovid C. Costa Torr
		David C. Cook, Esq. Foley & Lardner LLP
	^1	One Independent Drive,
	- 1	Suite 1300 Jacksonville, FL 32202
•	•	51-151-03-22-13-154-005
		51-151-03-22-13-171-000*
•		Parcel Identification Number *13132-102 & 13132-95
AFFIANT makes this Affidavit for the purpose of correcting the a addendum):	bove document as follows: (i	f more space is needed, please attach
Refer to attached Exhibit "B"		
A copy of the original document (in part or whole) $\overline{\mathbf{k}}$ is \square is not a attached, please attach legal description and names of grantors	attached to this Affidavit (if a	copy of the original document is not
market man man man man	gned:	$MIX \wedge \sim \sim$
and the state of t	7	77 / V
	*benn	y White
Outstrict of Colombia	AFFIANT is the (check	one):
	Drafter of the docum	nent being corrected
Subscribed and swom to (or affirmed) before me this	_	rty described in the document being corrected
The same of the sa	Other - Explain	and a comment of the content of the
Building	•	
Volary Public, State of Wisconsin		
My commission (expires) (is):	This is a not 11.	Danier III-44 -
Notary Public, District of Columbia My Commission Expires 7-31-2010	This is drafted by:	Denny White _
	Return to LandAme	erica Financial Group, Inc. any White 05-001094
	1015 15tl	Street NW, Suite 300
	Washingt	on, DC, 20005

0001139

DOC # 2038436 Recorded JULY 14,2985 AT 84:86PM -

961CN # DD 118442

Document Number

State Bar of Wisconsin Form 1-2003 WARRANTY DEED

Document Name

THIS DEED, made between USRP I, LLC, a Delawa	ne limited tistate	I francisco
		1 ' //
		,
		James a Ladnig
Jacksonville, Florida 32202 ("Grantee," whether one or m	eore)	HACINE COUNTY
	•	REGISTER OF DEEDS
Grantor, for a valuable consideration, conveys to Gran	tee the following developed	Fee Amount: \$15.00
1044		Transfer Fee: \$46932, 99
estate, together with the rents, profits, fixtures and of	ISC Spourtenant interests in	Atends
Racine County, State of	Wisconsin ("Property") (20	D
11(0) €	(11operty) (it	Recording Area
space is needed, please attach addendum):		Name and Return Address
,		David C. Cook, Esq.
		Foley & Lardner LLP
		One Independent Drive, Suite 1300
	1	Jacksonville, FL 32202
		151-032213154005 & 51-151-032213171000 - Coun
Granton vicements that the state of		276000013132095 &276000013132102 - City
Grantor warrants that the title to the Property is good, indefree	feasible in fee simple and	Parcel Identification Number (PIN)
Mec.	_	
and clear of encumbrances except: NONE.		This IS NOT homestead property. (is) (is not)
Dated JUNE 1, 2005		.,,
By: Macquarie-Regency Management, LLC, a Delaware limited liable. By: Regency Centers, L.P., a Delaware limited partnership, its manage By: Regency Centers Corporation, a Florida corporation, its general p	ing member uriner	
Name: Kathy D. Miller Its: Vice President		•
Name: Rathy D. Miller		
Its: Vice President		
(SEAL)		
AUTHENTICATION		ACKNOWLEDGMENT
Signature(s)	_ STATE OF Flocio	L_
authenticated on	Duval) ssCOUNTY)
*	— The foregoing instrument was	acknowledged before me this day of May 2005
TITLE: MEMBER STATE BAR OF WISCONSIN	- Backy D.	Miller the View
(If not.	of Regency Centers F.P. a Dal	
authorized by § 706.06, Wis. Stats.)	Management LLC a Deleve	away ciners corporation, a Florida corporation, the general partner awaye limited pathership, managing member of Macquarie-Regency is limited liability company, the managing member of Macquarie of Delayang limited liability
	CountryWide-Regency II 110	a Delawore limited limited and an arms of member of Macquark
THIS INSTRUMENT DRAFTED BY:		
		chalf of the limited liability company. Such person is: (notary must
Return to:	check applicable box)	
LandAmerica Financial Group, Inc.		is/are personally known to me.
AUR: Denny White 05-001004	ä	produced a current Florida driver's license as identification.
1015 15th Street, N.W., Suite 300		produced

FORM NO. 1-2003

Notary Public, State of

WARRANTY DEED

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED. STATE BAR OF WISCONSIN

My Commission (is permanent) (expires:

* Type name below signatures.

Washington, D.C. 20005

Tax Key No. 13132-102

Address for this Tax Key No. Per Racine County Treasurer's Office:

5201 Washington Avenue Racine, WI 53406

Tax Key No. 13132-95

Address for this Tax Key No. Per Racine County Treasurer's Office:

1308 Ostergaard Avenue Racine, WI 53406

PARCEL III

All that part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East 1/4; thence North 89°10'36" West along the North line of said South East 1/4, 2150.57 feet; thence South 20°7'30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 20°7'30" East, 327.40 feet; thence North 89°10'36" West and parallel to said North line, 157.34 feet; thence North 04°9'24" East 74.14 feet; thence North 89°10'36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 04°9'24" East, along the centerline of said party wall, 145.18 feet; thence South 89°10'36" East, 0.50 feet; thence North 04°9'24" East, 10.07 feet; thence North 89°10'36" West, 4.59 feet; thence North 04°9'24" East, 62.05 feet; thence North 89°10'36" West, 2.44 feet; thence North 04°9'24" East, 35.53 feet; thence South 89°10'36" East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-171-000

Address for this Tax Key No. Per Racine County Treasurer's Office:

5409 Washington Avenue Racine, WI 53406

PARCEL IV

Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 770346, 770347, 1236796 and 892282.

EXHIBIT "A"

PARCEL I

The East 30 feet of Parcel 1 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 of a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-154-005

Address for this Tax Key No. Per Racine County Treasurer's office:

5201 Washington Avenue Racine, WI 53406

PARCEL II

Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 and a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East, EXCEPTING THEREFROM the following: Commence at the North West corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°7'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning, ALSO EXCEPTING THEREFROM: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2, 30.05 feet to the North East corner of Lot 1, Block 4, Highland Village No. 2, a recorded subdivision, said point being the place of beginning of the lands to be described; thence continuing North 89°10'36" West along said South line, 629.11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North 2°57'24" East along the West line of said Lot 3 extended, 28.00 feet to a point; thence South 89°10'36" East, and parallel to the South line of said Parcel 2, 626.63 feet to a point on the East line of Lot 1, Block 4, Highland Village No. 2, extended; thence South 2°07'30" East along said East line extended, 28.02 feet to the place of beginning. Said land being in the City of Racine, County of Racine, and State of

EXHIBIT "B"

LEGAL DESCRIPTION

Parcel I: The East 30 feet of Parcel 1 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 of a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-154-005

Address for this Tax Key No. Per Racine County Treasurer's office:

5201 Washington Avenue Racine, WI 53406

Racine, WI 53406

Parcel II: Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 and a part of the North East 1/4 of the South East 1/4 and a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East, EXCEPTING THEREFROM the following: Commence at the North West corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 02°7'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning, ALSO EXCEPTING THEREFROM: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2, 30.05 feet to the North East corner of Lot 1, Block 4, Highland Village No. 2, a recorded subdivision, said point being the place of beginning of the lands to be described; thence continuing North 89°10'36" West along said South line, 629.11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North 2°57'24" East along the West line of said Lot 3 extended, 28.00 feet to a point; thence South 89°10'36" East, and parallel to the South line of said Parcel 2, 626.63 feet to a point on the East line of Lot 1, Block 4, Highland Village No. 2, extended; thence South 1°07'30" East along said East line extended, 28.02 feet to the place of Beginning. Said land being in the City of Racine, County of Racine, and State of Wisconsin.

Tax Key No. 13132-102

Address for this Tax Key No. Per Racine County Treasurer's Office:

5201 Washington Avenue Racine, WI 53406

Tax Key No. 13132-95

Address for this Tax Key No. Per Racine County Treasurer's Office:

1308 Ostergaard Avenue Racine, WI 53406

Parcel III: All that part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East 1/4; thence North 89°10'36" West along the North line of said South East 1/4, 2150.57 feet; thence South 2°7'30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 20°7'30" East, 327.40 feet; thence North 89°10'36" West and parallel to said North line, 157.34 feet; thence North 04°9'24" East 74.14 feet; thence North 89°10'36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 04°9'24" East, along the centerline of said party wall; thence North 04°9'24" East, along the centerline of said party wall, 145.18 feet; thence South 89°10'36" East, 0.50 feet; thence North 04°9'24" East, 10.07 feet; thence North 89°10'36" West, 4.59 feet; thence North 04°9'24" East, 62.05 feet; thence North 89°10'36" West, 2.44 feet; thence North 04°9'24" East, 35.53 feet; thence South 89°10'36" East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-171-000

Address for this Tax Key No. Per Racine County Treasurer's Office:

5409 Washington Avenue Racine, WI 53406

Parcel IV: Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 770346, 770347, 1236796 and 892282.

AFFIDAVIT OF CORRECTION

Document Number

(TYPE OR PRINT CLEARLY IN BLACK OR RED INK)

AFFIANT, **Denny White** , hereby swears or affirms that a certain document which was titled as follows: **Warranty Deed** (type of document), recorded on the 14th day of **July, 2005** (year), as document number 2038436 * and was recorded in **Racine**, County, State of Wisconsin contained the following error (if more space is need, please attached addendum):

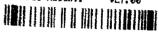
LEGAL DESCRIPTION IN ERROR

My Commission Expires 7-31-2010

supplemented by Affidavit of Correction recorded December 22, 2005 as
 Document No. 2065041 in Racine County, Wisconsin

Games a. Kadwig

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$27,00



Recording Area

David C. Cook, Esquire Foley & Lardner LLP One Independent Drive, Suite 1300 Jacksonville, FL 32202

4

13132-102 13132-95 51-151-03-22-13-154-005 51-151-03-22-13-171-000

Parcel Identification Number

AFFIANT makes this Affidavit for the purpose of correcting the above document as follows: (if more space is needed, please attach addendum):

SEE ATTACHED EXHIBIT B -1

A copy of the original document (in part or whole) A is is is attached, please attach legal description and names of gra	not attached to this Affidavit (if a copy of the original document is not
— . — .	Signed: * Denny White
Subscribed and swom to (or affirmed) before me this 24th day of February, 2005. Alexandra G. Carr	AFFIANT is the (check one): Drafter of the document being corrected. Owner of the property described in the document being corrected Nother - Explain Agent for Settlement Company
Notary Public, State of Wissonsin My commission (expires) (is): Barbara J. Carr Notary Public, District of Columbia	Denny White This is drafted by:

Ľ	00	#	20	65041
		Re	carde	

Parameter 1	AFFIDAVIT OF CORRECTION	DEC. 22, 2005 A! 05:31:00P
Document Number (TYPE OR PRINT CLEARLY IN	BLACK OR RED INK)	11111
AFFIANT, Denny White a certain document which was titled (type of document), recorded on the 2005 (year) ***SUCCESTANT (year) ***SUCCES	hereby swears or affirms that	JAMES A LADWIG RACINE COUNTY REGISTER OF DEEDS Fee Amount: \$21.80
Segr In Ellot	21	David C. Cook, Esq. Foley & Lardner LLP One Independent Drive, Suite 1300 Jacksonville, FL 32202
AFFIANT makes this Affidavit for the addendum): Refer to attached Exhi	purpose of correcting the above document as follows: (51-151-03-22-13-154-005 51-151-03-22-13-171-000* Parcel Identification Number *13132-102 & 13132-95 (if more space is needed, please attach
A copy of the original document (in page	rt or whole) El is lis not attached to this Affidavit (if a on and names of grantors and grantees).	copy of the original document is not
		y White
State of Wisconsin Of struct of Cally and County of) AFFIANT is the (check	one):
Subscribed and swom to (or affirmed) be day of Dearn bee	ore me this Drafter of the docum Owner of the proper Other - Explain	ent being corrected. ty described in the document being corrected
My commission (expires) (is):		
Notary Public, District of Columbia My Commission Expires 7-31-2010	Return to: LandAmer Atta: Denn 1015 15th	rica Financial Group, Inc. by White 05-001094 Street NW, Suite 300 n, DC, 20005

0001139

DGC # 2038436 Recorded JELY 14, 2005 AT 84:86PH -

Document Number

State Bar of Wisconsin Form 1-2003 WARRANTY DEED

Document Name

Marro
IMIS DEED, made between Floren v
where All Delaure Husing the Delaure Husing the me
THIS DEED, made between USRP I, LLC, a Delaware limited liability company, whose address is 121 West Forsyth Street. Spring 200, both
whose address is 121 West Forsyth Street, Suite 200, Jacksonville, Florida 32202 ("Grantor," whether one or more), and FW WI - RACINE CENTRE, LLC, a Delaware limited liability company, whose address is 121 West Forsyth Street, Suite 200, Jacksonville, Florida 32202 ("Grantor," whose address is 121 West Forsyth Street, and FW WI - RACINE CENTRE, LLC, a
whether one or more), and true you
Delaware limited lightling assets WI - KACINE CENTRE 715
fundamental managery whose address in 121 transfer and the same
Delaware limited liability company, whose address is 121 West Forsyth Street, Jacksonville, Florida 32202 ("Grantee," whether one or more).
(whether one or more)
Grantor for a sufficient

Grantor, for a valuable consideration, conveys to Grantee the following described estate, together with the rents, profits, fixtures and other appurtenant interests, in County, State of Wisconsin ("Property") (if Diore space is needed, please attach addendum):

JAMES A LADVIE MICINE COUNTY REGISTER OF REAL Fee Ameunt: \$15. m Transfer Fee: \$46920.98

ASSOCIATE AND	
Name and Return Address David C. Cook, Esq. Foley & Luchus LL.P One independent Drive, Suite 1300 Jacksonville, PL 32202	15"
151-032213154005 & 51-151-03 276000013132095 &2760000131 Parcel Identification No.	

Parcel Identification Number (PIN)

homestead property.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and

and clear of encumbrances except: NONE.

	and moche MOME.	
Dated 5	Ne 1, 2005	
TRONZ LZO . T		

USRP I, LLC, a Delaware limited liability company

USRP I, LLC, a Delaware lumind isotory company

By: USRP I Holding, LLC, a Delaware limited liability company, its sole member

By: Macquarie Country Wide-Regency II, LLC, a Delaware limited liability company, its sole member

By: Macquarie-Regency Management, LLC, a Delaware limited liability company, its managing member

By: Regency Centers, L.P., a Delaware limited parametrisp, its managing member

Company Contact Company of the Register Company of the member

By: Regency Centers Company of the Register Company of the member
By: Regency Centers Corporation, a Florida corporation, its general partner

By: Cuther	10 h
Name:	athy D. Miller
(SEAL)	ico President
AUTH	ENTICATION

STATE OF Florida	OWLEDGMENT
	COUNTY) 35.

authenticated on TITLE: MEMBER STATE BAR OF WISCONSIN authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT DRAFTED BY:

Signature(s)

Return to: LandAmerica Financial Group, Inc. Attn: Denny White 05-001094 1015 15th Street, N.W., Suite 300 Washington, D.C. 20005

The foregoing instrument was acknowledged before me this the day of 1005, 2005, by Catha of Rejectory Centers Corporation, a Florida corporation, the general partner of Research Centers E. P. a Delegance limited actions in a Florida corporation, the general partner of Research Centers E. P. a Delegance limited actions in the corporation of the corporati Principle of a property of Regency Centers Corporation, a Florida corporation, the general partner of Regency Centers, L.P., a Delaware limited partnership, managing member of Macquarie-Regency Management, LLC, a Delaware limited liability company, the managing member of Macquarie Rolling, LLC, a Delaware limited liability company, as sole member of USRP I folding, LLC, a Delaware limited liability company, the sole member of USRP I LLC, a Delaware limited liability company. Such person ix (notary must check muliculate leave) is/are personally known to me.

IS NOT

produced a custom Florida driver's license as identification. · Lunthio DE F DO 11844

Notary Public, State of My Commission (is permanent) (expires:

(Signatures may be authenticated or acknowledged. Both are not necessary.) (SECRETARY MAY BE REMEMBERED OF REMEMBERED, BOOM ATT BOY ROCCESSEY.)
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED. WARRANTY DEED WISCONSIN

* Type name below signatures. FORM NO. 1-2043 Tax Key No. 13132-102

Address for this Tax Key No. Per Racine County Treasurer's Office:

5201 Washington Avenue Racine, WI 53406

Tax Key No. 13132-95

Address for this Tax Key No. Per Racine County Treasurer's Office:

1308 Ostergaard Avenue Racine, WI 53406

PARCEL III

All that part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East 1/4; thence North 89°10'36" West along the North line of said South East 1/4, 2150.57 feet; thence South 20°7'30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 20°7'30" East, 327.40 feet; thence North 89°10'36" West and parallel to said North line, 157.34 feet; thence North 04°9'24" East 74.14 feet; thence North 89°10'36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 04°9'24" East, along the centerline of said party wall, 145.18 feet; thence South 89°10'36" East, 0.50 feet; thence North 04°9'24" East, 10.07 feet; thence North 89°10'36" West, 4.59 feet; thence North 04°9'24" East, 62.05 feet; thence North 89°10'36" West, 2.44 feet; thence North 04°9'24" East, 35.53 feet; thence North 89°10'36" East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-171-000

Address for this Tax Key No. Per Racine County Treasurer's Office:

5409 Washington Avenue Racine, WI 53406

PARCEL IV

Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 770346, 770347, 1236796 and 892282.

aan 1141

EXHIBIT "A"

PARCEL I

The East 30 feet of Parcel 1 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 of a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-154-005

Address for this Tax Key No. Per Racine County Treasurer's office:

5201 Washington Avenue Racine, WI 53406

PARCEL II

Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 and a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East, EXCEPTING THEREFROM the following: Commence at the North West corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°7'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning, ALSO EXCEPTING THEREFROM: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2, 30.05 feet to the North East corner of Lot 1, Block 4, Highland Village No. 2, a recorded subdivision, said point being the place of beginning of the lands to be described; thence continuing North 89°10'36" West along said South line, 629:11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North 2°57'24" East along the West line of said Lot 3 extended, 28.00 feet to a point; thence South 89°10'36" East, and parallel to the South line of said Parcel 2, 626.63 feet to a point on the East line of Lot 1, Block 4, Highland Village No. 2, extended; thence South 2°07'30" East along said East line extended, 28.02 feet to the place of beginning. Said land being in the City of Racine, County of Racine, and State of

EXHIBIT "B"

LEGAL DESCRIPTION

Parcel I: The East 30 feet of Parcel 1 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 of a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-154-005

Address for this Tax Key No. Per Racine County Treasurer's office: 5201 Washington Avenue Racine, WI 53406

Racine, WI 53406

Parcel II: Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at page 658, as Document No. 1236708, being a division of a part of the North the South West 1/4 of Section 13, Township 3 North, Range 22 Rast, west 1/4 of the South Rest 1/4 of Section 13, Township 3 North, Range 22 Rast, corner of Parcel 1 of said Certified Survey Map; thence North West corner of Parcel 1 of said Certified Survey Map; thence North S9°10'36" West 30 feet along the North line of Parcel 2; thence South 02°7'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning, ALSO EXCEPTING THEREFROM: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of Baid Parcel 2; thence North the North East corner of Lot 1, Block 4, Highland Village No. 2, a recorded subdivision, said point being the place of beginning of along said South line, 629.11 feet to the North West corner of Lot along the West line of said Lot 3 extended, 28.00 feet to a point; Parcel 2, 626.63 feet to a point on the East line of Lot 1, Block 4, Highland Village No. 2, extended; thence South 1.00 feet to a point; Parcel 2, 626.63 feet to a point on the East line of Lot 1, Block 4, Highland Village No. 2, extended; thence South 1.00 feet to the place of Racine, and State of Wisconsin.

Tax Key No. 13132-102

Address for this Tax Key No. Per Racine County Treasurer's Office:

5201 Washington Avenue Racine, WI 53406

Tax Key No. 13132-95

Address for this Tax Key No. Per Racine County Treasurer's Office:

1308 Ostergaard Avenue Racine, WI 53406

Parcel III: All that part of the South Rast 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East 1/4; thence North 89°10′36" West along the North line of said South East 1/4, 2150.57 feet; thence South 2°7′30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 20°7′30" East, 327.40 feet; thence North 89°10′36" West and parallel to said North line, 157.34 feet; thence North 04°9′24" East 74.14 feet; thence North 89°10′36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 04°9′24" East, along the centerline of said party wall; thence North 04°9′24" East, along the centerline of said party wall, 145.18 feet; thence South 89°10′36" East, 0.50 feet; thence North 04°9′24" East, 10.07 feet; thence North 89°10′36" West, 4.59 feet; thence North 04°9′24" East, 62.05 feet; thence North 89°10′36" West, 2.44 feet; thence North 04°9′24" East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-171-000

Address for this Tax Key No. Per Racine County Treasurer's Office:

5409 Washington Avenue Racine, WI 53406

Parcel IV: Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 770346, 770347, 1236796 and 892282.

EXHIBIT "B"1

LEGAL DESCRIPTION

Parcel I: The East 30 feet of Parcel I of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 of a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-154-005

Address for this Tax Key No. Per Racine County Treasurer's office:

5201 Washington Avenue Racine, WI 53406

Racine, WI 53406

Parcel II: Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 and a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East, EXCEPTING THEREFROM the following: Commence at the North West corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 02°7'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning, ALSO EXCEPTING THEREFROM: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2; thence North 89°10'36" west along the South line of said Parcel 2; 30.05 feet to the North East corner of Lot 1, Block 4, Highland Village No. 2, a recorded subdivision, said point being the place of beginning of the lands to be described; thence continuing North 89°10'36" West along said South line, 629.11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North 2°57'24" East along the West line of said lot 3 extended, 28.00 feet to a point; thence South 89°10'36" East, and parallel to the South line of said Parcel 2, 626.63 feet to a point on the East line of Lot 1, Block 4, Highland Village No. 2, extended; thence South 2°07'30" East along said East line extended, 28.02 feet to the place of Beginning. Said land being in the City of Racine, County of Racine, and State of Wisconsin.

Tax Key No. 13132-102

Address for this Tax Key No. Per Racine County Treasurer's Office:

5201 Washington Avenue Racine, WI 53406

Tax Key No. 13132-95

Address for this Tax Key No. Per Racine County Treasurer's Office:

1308 Ostergaard Avenue Racine, WI 53406

Parcel III: All that part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East 1/4; thence North 89°10'36" West along the North line of said South East 1/4, 2150.57 feet; thence South 2°7'30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 2°7'30" East, 327.40 feet; thence North 89°10'36" West and parallel to said North line, 157.34 feet; thence North 04°9'24" East 74.14 feet; thence North 89°10'36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 04°9'24" East, along the centerline of said party wall; thence North 04°9'24" East, 10.07 feet; thence North 89°10'36" East, 0.50 feet; thence North 04°9'24" East, 62.05 feet; thence North 04°9'24" East, 62.05 feet; thence North 89°10'36" West, 2.44 feet; thence North 04°9'24" East, 53.53 feet; thence South 89°10'36" East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-171-000

Address for this Tax Key No. Per Racine County Treasurer's Office: 5409 Washington Avenue Racine, WI 53406

Parcel IV: Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 770346, 770347, 1236796 and 892282.

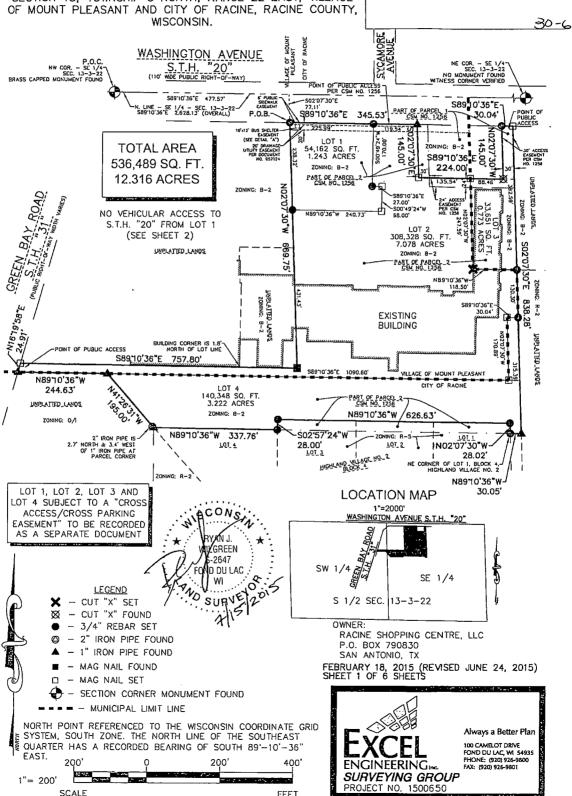
Vol 10

Pg 384

CERTIFIED SURVEY MAP NO. 3173

RACINE SHOPPING CENTRE, LLC PART OF PARCELS 1 & 2, CSM NO. 1256, LOCATED IN THE NW 1/4 OF THE SE 1/4 AND THE NE 1/4 OF THE SW 1/4, SECTION 13, TOWNSHIP 3 NORTH, RANGE 22 EAST, VILLAGE

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS Fee Amount: \$30.00 Pages: 6

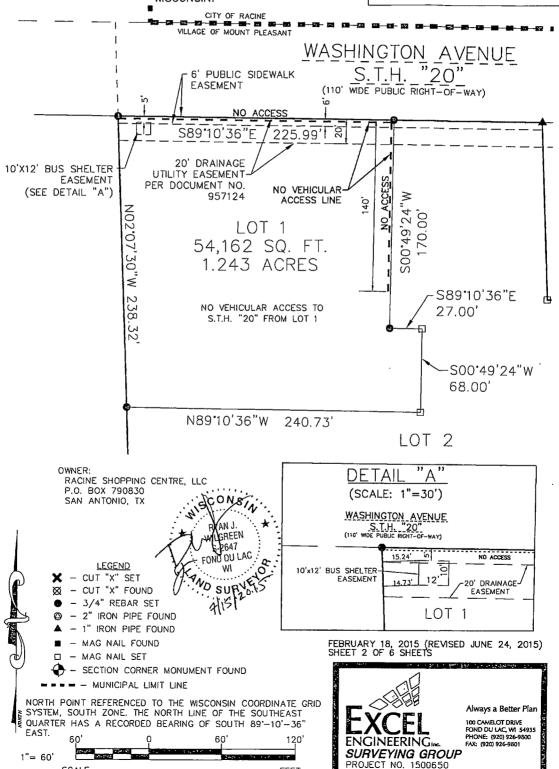


FEET

SCALE

RACINE SHOPPING CENTRE, LLC

PART OF PARCELS 1 & 2, CSM NO. 1256, LOCATED IN THE NW 1/4 OF THE SE 1/4 AND THE NE 1/4 OF THE SW 1/4, SECTION 13, TOWNSHIP 3 NORTH, RANGE 22 EAST, VILLAGE OF MOUNT PLEASANT AND CITY OF RACINE, RACINE COUNTY, WISCONSIN.



FEET

CERTIFIED SURVEY MAP NO. ろ)73

PART OF PARCELS 1 & 2 OF CERTIFIED SURVEY MAP NO. 1256, LOCATED IN THE NW 1/4 OF THE SE 1/4 AND THE NE 1/4 OF THE SW 1/4, SECTION 13, TOWNSHIP 3 NORTH, RANGE 22 EAST, VILLAGE OF MOUNT PLEASANT AND CITY OF RACINE, RACINE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Ryan Wilgreen, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped a parcel of land described below.

That I have made such Certified Survey under the direction of Racine Shopping Centre, LLC, bounded and described as follows:

Part of Parcel 1 and part of Parcel 2 of Certified Survey Map No. 1256 recorded in the Racine County Register of Deeds Office in Volume 3, Pages 658-661 as Document No. 1236708, being a part of the Northwest 1/4 of the Southeast 1/4 and a part of the Northeast 1/4 of the Southwest 1/4, Section 13, Township 3 North, Range 22 East, Village of Mount Pleasant and City of Racine, Racine County, Wisconsin being more particularly described as follows:

Commencing at the Northwest corner of the Southeast 1/4 of said Section 13; thence South 89°-10'-36" East along the North line of said Southeast 1/4, a distance of 477.57 feet; thence South 02°-07'-30" East, a distance of 77.11 feet to the Northwest corner of said Parcel 2, said point also being on the Southerly right of way line of S.T.H. "20" (Washington Avenue) and the point of beginning; thence South 89°-10'-36" East along the North line of said Parcel 2, a distance of 345.53 feet to a line 30.00 feet Westerly of and parallel with the West line of said Parcel 1; thence South 02°-07'-30" East along said parallel line, a distance of 145.00 feet to the Westerly extension of the South line of said Parcel 1; thence South 89°-10'-36" East along said Westerly extension and the South line of said Parcel 1, a distance of 224.00 feet to a line 30.00 feet Westerly of and parallel with the East line of said Parcel 1; thence North 02°-07'-30" West along said parallel line, a distance of 145.00 feet to the North line of said Parcel 1; thence South 89°-10'-36" East along said North line, a distance of 30.04 feet to the Northeast corner of said Parcel 1; thence South 02°-07'-30" East along the East line of said Parcel 1 and said Parcel 2, a distance of 838.28 feet to the Southeast corner of said Parcel 2; thence North 89°-10'-36" West along the South line of said Parcel 2, a distance of 30.05 feet to the Northeast corner of Lot 1, Block 4 of Highland Village No. 2 Subdivision; thence North 02°-07'-30" West along the Northerly extension of the East line of said Lot 1. Block 4, a distance of 28.02 feet to a line parallel with the South line of said Parcel 2; thence North 89°-10'-36" West along said parallel line, a distance of 626.63 feet to the Northerly extension of the West line of Lot 3, said Block 4; thence South 02°-57'-24" West along said Northerly extension, a distance of 28.00 feet to the South line of said Parcel 2; thence North 89°-10'-36" West along the South line of said Parcel 2, a distance of 337.76 feet; thence North 41°-26'-31' West along a South line of said Parcel 2, a distance of 195,00 feet; thence North 89°-10'-36" West along a South line of said Parcel 2, a distance of 244.63 feet to a Westerly line of said Parcel 2, said point also being on the Easterly right of way line of S.T.H. "31" (Green Bay Road), thence North 16°-19'-58" East along said Westerly line, a distance of 24.91 feet to a North line of said Parcel 2; thence South 89°-10'-36" East along said North line, a distance of 757.80 feet to a West line of said Parcel 2; thence North 02°-07'-30" West along said West line, a distance of 669.75 feet to the point of beginning and containing 12.316 acres (536,489 Sq. Ft.) of land more or less, and being subject to all easements and restrictions of record.

That such is a correct representation of all the exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and the Subdivision Ordinance of the Village of Mount Pleasant and the City of Racine in surveying, dividing, and mapping the same

WILGREEN S-2647

FOND DU LAC

Ryan Wilgreen, P.L.S. No. S-2647 ryan.w@excelengineer.com Excel Engineering, Inc.

100 Camelot Drive

Fond du Lac, Wisconsin 54935

Project Number: 1500650

CERTIFIED SURVEY MAP NO. 3173

PART OF PARCELS 1 & 2 OF CERTIFIED SURVEY MAP NO. 1256, LOCATED IN THE NW 1/4 OF THE SE 1/4 AND THE NE 1/4 OF THE SW 1/4, SECTION 13, TOWNSHIP 3 NORTH, RANGE 22 EAST, VILLAGE OF MOUNT PLEASANT AND CITY OF RACINE, RACINE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE-LLC

Racine Shopping Centre, LLC, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as Owner does hereby certify that said Limited Liability Company caused the land described on this plat to be surveyed, divided and mapped as represented on this plat.

Racine Shopping Centre, LLC, does further certify that this plat is required by s. 236.10 or

	be submitted to the following for approval or objection:
	/illage of Mount Pleasant City of Racine
1TIW	NESS the hand and seal of said owner on this 27^{44} day of 300 , 2015.
	Racine Shopping Centre, LLC, a Wisconsin limited liability company
IN PRESEN	By: Racine Marketplace, Inc., CE OF: A Wisconsin corporation, its managing member
Witness	By: Hill Chil
STATE OF _) Republic of Singapore
Gilberto Cab	y came before me this <u>27th</u> day of <u>July</u> , 20 <u>15</u> , the above named ral to me known to be the person who executed the foregoing instrument and
acknowledge	and the same.
	GOH TIONG YONG GEORGE JP. BEAN Justice of Peace
	Notary Public, County, WI
	My Commission Expires:
	EONS.

CERTIFIED SURVEY MAP NO. 3173

PART OF PARCELS 1 & 2 OF CERTIFIED SURVEY MAP NO. 1256, LOCATED IN THE NW 1/4 OF THE SE 1/4 AND THE NE 1/4 OF THE SW 1/4, SECTION 13, TOWNSHIP 3 NORTH, RANGE 22 EAST, VILLAGE OF MOUNT PLEASANT AND CITY OF RACINE, RACINE COUNTY, WISCONSIN.

VILLAGE O	F MOUNT	PL FASANT	CERTIFICATE
<u> </u>			OFIVE FOUR

Approved as a Certified Survey Map this 17 day of September, 20 15.

Stephánie Kohlhagen Village Clerk/Treasurer

CITY OF RACINE PLANNING COMMISION CERTIFICATE

This Certified Survey Map is hereby approved by the City of Racine Planning Commission on this 3Pday of , MACCh , 2015.

City of Racine Plan Commission Representative

CERTIFICATE OF COMMON COUNCIL APPROVAL

I certify that this certified survey map was approved under Resolution File No. 15-0117.

adopted by the Common Council of the City of Racine this 17th day of MACO., 2015.

Janus M Johnson-Martin, Janice Johnson-Martin, City Clerk

John Dickert, Mayor

FROM (ALL OF) 151-03-22-13-154-005 276-00-00-13132-102 276-00-00-13132-095

TO
LOT 1
151-03-22-13-154-010
LOT 2
151-03-22-13-154-020
LOT 3
276-00-00-13132-122
LOT 4
276-00-00-13132-123

TO SURVE TO

SURVE

CERTIFIED SURVEY MAP NO. 3) 7ろ

PART OF PARCELS 1 & 2 OF CERTIFIED SURVEY MAP NO. 1256, LOCATED IN THE NW 1/4 OF THE SE 1/4 AND THE NE 1/4 OF THE SW 1/4, SECTION 13, TOWNSHIP 3 NORTH, RANGE 22 EAST, VILLAGE OF MOUNT PLEASANT AND CITY OF RACINE, RACINE COUNTY, WISCONSIN.

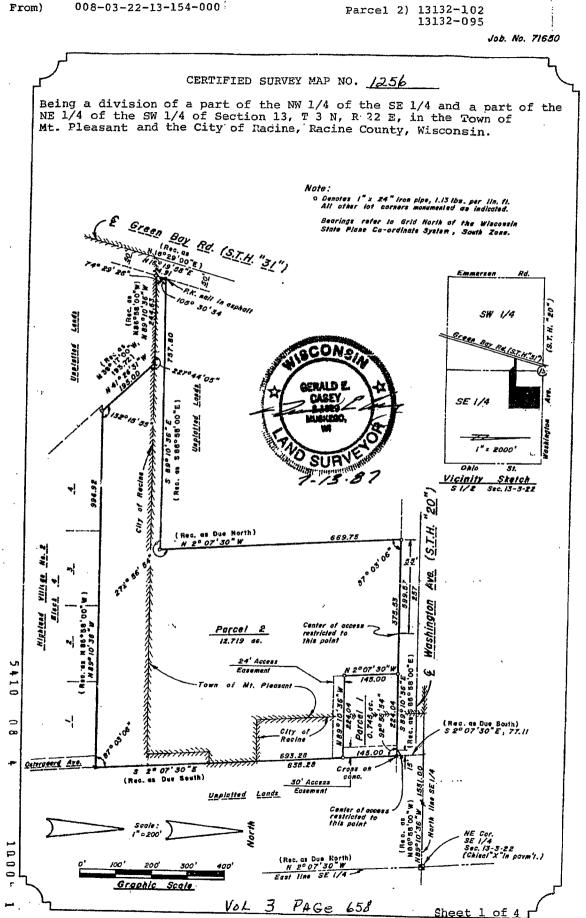
CONSENT OF CORPORATE MORTGAGEE

Wilmington Trust, National Association, a National Banking Association, incorporated and existing under the laws of the United States, as trustee for the registered holders of JPMBB Commercial Mortgage Securities Trust 2014-C24, Commercial Mortgage Pass-Through Certificates, Series 2014-C24, Mortgagee of the land described and represented on this map, does hereby consent to the surveying, dividing and mapping of said land, and does hereby consent to the certificate of the owner. In witness whereof, the said Wilmington Trust, National Association, has caused these presents to be signed by:

In the Presence of: Siflay L' Witness	By: LNR Partners, LLC, a Florida limited liability company, a Florida corporation, its attorney in fact By: A mold Shulkin Name: Vee President Title:
STATE OF FLORIDA)) SS MIAMI-DADE COUNTY) Personally came before me this _ named Arnold Shulkin , to foregoing instrument and acknowledged	day of <u>September R</u> , 20, the above to me known to be the persons who executed the the same.
	Notary Public, Maria E. Ruiz My commission expires: May 21, 20 18
BYAN J WLGREEN S-2647 FUND DU LAC	MARIA E. RUIZ MY COMMISSION # FF 085058 EXPIRES: May 21, 2018 Bonded Thru Notary Public Underwriters

1236708

City of Racine Parcel 1) 276 13132-114 From) Pt 13132-102



5 4 1 0

0.8

525

CERTIFIED SURVEY MAP NO. /256

being a division of a part of the NW 1/4 of the SE 1/4 and part of the NE 1/4 of the SW 1/4 of Section 13, T 3 N, R 22 E, in the Town of Mt. Plessant and the City of Racine, Racine County, Wisconsin.

SURFYOR'S CERTIFICATE

STACE OF WISCONSIN) SS

I, Gerald E. Casey, a registered land surveyor, do hereby certify that I have surveyed, divided and mapped a part of the NW 1/4 of the SE 1/4 and a part of the NE 1/4 of the SW 1/4 of Section 13, T 3 N, R 22 E, in the Town of Mt. Pleasant and the City of Racine, Racine County, Wisconsin, which is bounded and described as follows: Commencing at the East 1/4 corner of said Section 13; thence North 89° 10' 36" West along the East-West 1/4 line of said Section 13, 1551.00 feet; thence South 2° 07' 30" East, 77.11 feet to a point on the South line of Washington Avenue (S.T.H. "20"), said point being the place of beginning of the lands to be described; thence continuing South 2° 07' 30" Bast, 838.28 feet to a point on the North line in Eighland Village No. 2, a recorded subdivision; thence North 89° 10' 36" West along said North line and parallel to said East-West 1/4 line, 996.92 feet; thence North 41° 26' 31" West, 195.00 feet; thence North 89° 10' 36" West and parallel to said East-West 1/4 Section line, 244.63 feet to a point on the East line of Green Bay Road, (S.T.H. "31"); thence North 16° 19' 58" East along said East line, 24.91 feet; thence South 89° 10' 36" East and parallel to said East-West 1/4 Section line, 757.80 feet; thence North 2° 07' 30" West, 669.75 feet to a point on the South line of said Washington Avenue; thence South 89° 10' 36" East along said South line and parallel to said East-West 1/4 Section line, 599.57 feet to the place of beginning. Said lands containing 13.464 acres more or less.

That I have made this survey, land division and map by the direction of Constance Rapas Bacaintan and John Dassios, as Trustees of the Trust created under the Last Will and Testament of Spiro J. Papas, Decesed, owner of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision regulations of the Town of Mt. Pleasant in surveying, dividing and mapping the same.

7.13.87

Date

Gerald E. Casey Registered Land Survey

Registered Land Surveyor S-1329



Sheet 2 of 4

CERTIFIED SURVEY MAP NO. 1256

being a division of a part of the NW 1/4 of the SE 1/4 and a part of the NE 1/4 of the SW 1/4 of Section 13, T 3 N, P 22 E, in the Town of Mt. Pleasant and the City of Racine, Racine County, Wisconsin.

TOWN OF MT. PLEASANT APPROVAL

Approved as a Certified Survey Map this 4th day of Jugust 19

Town Clerk Racine County

Town of Mt. Pleasant

CITY OF RACINE APPROVAL

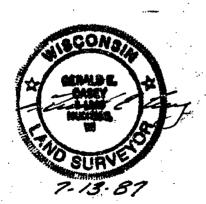
This Certified Survey Map is hereby approved by the City of Racine Planning Commission on this 29th day of 4444

Thomas N. Wright Director

RACINE COUNTY APPROVAL

This Certified Survey Map is hereby approved by the Racine County Planning and Development Committee on this 20th day of Sucy 19 87.

Arnold L. Clement, Director County Planning and Development Committee



Sheet 3 of 4

CERTIFIED SURVEY MAP NO. /256

being a division of a part of the NW 1/4 of the SE 1/4 and part of the NE 1/4 of the SW 1/4 of Section 13, T 3 N, R 22 E, in the Town of Mt. Pleasant and the City of Racine, Racine County, Wisconsin.

OWNER'S CERTIFICATE OF DEDICATION

As Trustees of the Trust created under the Last Will and Testament of Spiro J. Papas, Deceased, we hereby certify that we have caused the land described above to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of the Town of Mt. Pleasant, the City of Racine and Chapter 236 of the Wisconsin Statutes.

wisconsin Statutes.	
WITNESS the hands and seals of sa	id Trustees thisday of
IN THE PRESENCE OF:	
	Enstance Papas Dacaintan Constance Papas Bacaintan
	John Dassios
STATE OF ILLINOIS 1') SS	Address of Papas Trust 230 N. Michigan Chicago, Illinois 60601
Deceased, to me known to be the perinstrument and acknowledged the said	caintan and John Dassios, Trustees of ill and Testament of Spiro J. Papas,
Notary Public, H. Reed Harris State of Illinois.	
My Commission Expires December 4,	1989
This instrument was drafted by Gera	Register's Office

GERALD E
CASET
8-1329
MUSKERO,
VII
OSUPILIE
7-13-87

Register's Office
Racine County, Wis.

Received for Record 44 day of
August A.D. 1982 at 1503
of CSM on page 658-461

Tillen M. Schutten

Sheet 4 of 4

VOL 3 PAGE 661

AWARD OF DAMAGES BY STATE HIGHWAY COMMISSION OF WISCONSIN

Section 84.09(2)

This award of damages is made pursuant to a relocation order of the State Highway Commission of Wisconsin, dated January 10 , 19.63, and filed in the office of the County Clerk of County, for the improvement of S. T. Highway 20 ..., in Racine

The State of Wisconsin has determined it necessary to acquire for the purpose set forth in and in go cordance 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: _

J. Papas and Constance Papas, his wife

The interest acquired by this award is for

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

That part of the south one-half of Section 13, Township 3 North, Range 22 East.

bounded and described as follows:

Begin at a point in the north line of the southeast one-quarter of said section which is 1551 feet North 89° 09' 09" West of the sast one-quarter corner of said section; thence North 89° 09' 09" West 811 feet; thence southerly along the east line of the school property, to a point 77 feet South 0° 50' 51" West of the north line of said southeast one-quarter; thence South 89° 09' 09" East to the cast property line; thence northerly and parallel to the east line of said section, to the point of beginning.

Also, Fee Title to that part of the southwest one-quarter of said section lying between the following described centerline of S.T.H.31 and a line which is 50 feet

easterly of, as measured normal to, said centerline:

Commence at a point in the north line of said southwest one-quarter which is 51.72 feet North 89° 11' 54" West of the center of said section; thence South 16° 24' 34" West to the point of beginning in owner's north property line (said line is described in Volume 714 of Deeds on Page 569); thence South 16° 24' 34" West 42.16 feet to the point of ending in the owner's south property line.

The parcels contain approximately 0.8h acres, exclusive of lands previously con-

veyed or deducted for highway purposes.

Also, a Limited Highway Easement for the right to construct and maintain out or fill slopes on the following described lands in Racine County, State of Wisconsin, but without prejudice to the owner's right to flatten these slopes or to construct improvements on said lands, providing said improvements will not impair the highway facilities constructed within the new right of way. Included for such purpose is the right to operate necessary equipment thereon and the right of ingress and egress,

the right to operate necessary equipment thereon and the right of ingress and egre, as long as required for such public purpose.

The south 12 feet of the north 89 feet of the west 200 feet of the east 2309.47 feet of the southeast one-quarter of said section and a percel of land beginning 1509.47 feet North 89 09 09 West and 77 feet South 0 50 51 West of the east one-quarter corner of said section; thence South 0 50 51 West 15 feet; thence South 89 09 09 09 East to the owner's east property line; thence northerly along said line to a point South 89 09 09 East of the point of beginning; thence North 89 09 09 09 West to the point of beginning.

vi. 770 vi. 219

Project T 065-1(3)

Parcel 300

70-21°

VOL - 770 Net 220

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 Nime thousand one hundred forty end no/100 Dollars (3 2 100.00), for the acquisition of said parcel of real estate and/or interests there in as hereinbefore set forth.

	• •••
RECEIVED FOR RECORD	STATE HIGHWAY COMMISSION OF WISCONSIN
13 M Jarof February	By Charles Og
A.D. 19 AT AT STATE	Secretary
O'CLOCK A. AND RECORDED IN VOL.	
Sanley F. Bialech	Pursuant to authority granted by motion duly blade,
Afgiores or peeps	seconded, and adopted this
Basine County, Wincousts	
d. ov	This instrument was draited by the story Monards and the
Project T 065-1(3)	Micondo.
L10]621	Parcel No.

770025

AFFIDAVIT

Register's Office Racine County, Vis. Received for Record . May A.D., 1824 81 1124 _M. and (ecorded in Volume of Caralleri page 15

STATE OF WISCONSIN COUNTY OF RACINE

821 PAGE 144

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

- 1. That he was in charge of a certain survey made in Racine County for. the purpose of a highway improvement known as Project T 065-1(3).
- 2. That the center of Section 13 as shown upon the Relocation Order, dated July 29, 1963, filed in the Office of the County Clerk for Racine County, showing the center of Section 13, Township 3 North, Range 22 East, was considered to be a PK Nail.
- 3. That a further survey to locate the center of the section was made by the State Highway Commission in accordance with government regulations.
- 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 263h.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, 26hh.32 feet North 1° 56' h8". 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
300	7և7820	7 70 ·	219-220	S. J. Papas and Constance Papas
		•		oonstance rapas

Corrected description for the above parcel is as follows:

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

That part of the south one-half of Section 13, Township 3 North, Range 22

East, bounded and described as follows:

Begin at a point in the north line of the southeast one-quarter of said section which is 1551 feet North 89° 10: 18" West of the east one-quarter corner of said section; thence North 89° 10' 18" West 811 feet; thence southerly along the east line of the school property, to a point 77 feet South 0° 49' 42" West of the north line of said southeast one-quarter; thence South 89° 10' 18" East to the owner's east property line; thence northerly and parallel to the east line of said section, to the point of beginning.

Also, Fee Title to that part of the southwest one-quarter of said section lying between the following described centerline of S.T.H. 31 and a line which is 50

feet easterly of, as measured normal to, said centerline:

Commence at a point in the north line of said southwest one-quarter which is 80.93 feet North 89° 10' 18" West of the center of said section; (said center of section my 22,1964

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' h8" West of the south one-quarter corner and 26h6.90 feet South 1° 56' 48" East of the north one-quarter corner of said section); thence South 16° 2h' 3h" West to the point of beginning in owner's north property line (said line is described in Volume 71h of Deeds on Page 569); thence South 16° 2h' 3h" West 42.16 feet to the point of ending in the owner's south property line.

The parcels contain approximately 0.8h acres, exclusive of lands previously

conveyed or deducted for highway purposes.

5.00

Also, a Limited Highway Easement for the right to construct and maintain out or fill slopes on the following described lands in Racine County, State of Wisconsin, but without prejudice to the owner's right to flatten these slopes or to construct improvements on said lands, providing said improvements will not impair the highway facilities constructed within the new right of way. Included for such purpose is the right to operate necessary equipment thereon and the right of ingress and egress, as long as required for such public purpose.

The south 12 feet of the north 89 feet of the west 200 feet of the east 2309.17 feet of the southeast one-quarter of said section and a parcel of land beginning 1909.17 feet North 89° 10' 18" West and 77 feet South 0° 19' 12" West of the east onequarter corner of said section; thence South 0° k91 k2" West 15 feet; thence South 89° 10' 18" East to the owner's east property line; thence northerly along said line to a point South 89° 10' 18" East of the point of beginning; thence North 89° 10' 18" West to the point of beginning.

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

Signed and Sealed in Presence of:

Norman D.

Personally appeared before me this 20th day of the sabove named James T. Fetzer, to me known to be the person who executed the foregoing ignt and acknowledged the same.

Ernest Y. Fears, Walworth Notary Public My Commission Expires

This wistrument drafted by the State Highway Commission of Wisconsin

Racine County, Wisconsid

Project_T_065-1(3)

VOL 77(PAGE 64
This Indenture, Made by <u>Edward E. Lewis</u> Lewis, a : sinq/e man, partners, D.B.A. grantorS of Racine State of Wisconsin	, a/k/a/ Edwin E. Lewis, a widower and Eliot Lewis Farms ——County, Wisconsin, hereby conveys and warrants
for the sum of One Dollar (\$1.00)	ofG ounty , Wisconsin,
That part of the southwest one-quarter ast lying between the following described ine which is 50 feet easterly of as measu Commence at a point in the north line eet North 89° 11' 54" West of the center est to the point of beginning in owner's ine of lands described in Volume 714 of 1 s 900 feet South 16° 24' 34" West of the lim West 433.81 feet to the point of endin hat part lying within lands described in	of said southwest one-quarter which is 51.72 of said section; thence South 160 24 34 morth property line (said line is the south seeds, on Page 569); thence to a point which point of commencement; thence South 150 17 mg in the owner's wouth property line. Except
Hisconsin, State Highway Commission, agre- noted in that certain agreement dated Nov of R _e cords at Page 40 in Document No. 746 one access point to State Trunk Highway 3	nce of this instrument the grantee State of es to release so much of the access restriction ember 17, 1962 and recorded in Volume 767 131, Racine County Registry, as will authorized, to be located within the northerly 100 ment, pursuant to Section 236.293, Wisconsin
damage set forth in sec. 32.09. Wisconsin Statutes, assuming the coorders upon which this instrument is based. Compensation for additional Hems of damage listed in sec. 32.1 shown to exist the owner may file claims as provided in sec. 32.20 IN WITNESS WHEREOF, the said grantor S.ha. Ychi	roperty described herein and includes full compensation for items of impletion of the improvements contemplated by the relocation order or 9. Wisconsin Statutes, has not been included. If any such items are Wisconsin Statutes.
day of, A.D., 1963_ SIGNED AND SEALED IN PRESENCE OF	Edward le Grand (SEAD)
- Renneth: C. Suh	Edward E. Lewis
Kenneth C. Suhr Victor C. Hammer.	Eliot B. Lenis (SEAL)
Victor C. Hammer	(SEAL)
STATE OF WISCONSIN Racine County, ss.	Personally came before me, this 7th day of February , A.D., 19 63, the above-named Edward E. Lewis and Eliot E. Lewis
BECEIVED FOR RECORD A.D., 1963 A.D., 196	to me known to be the person. S who executed the foregoing instrument and acknowledged the same.
Tank & Bislecki	Victor C. Hamabr Victor C. Hamabr SEAL Notary Public Waukesha County, Wisconsin My Commission expires July 26 AD, 19 63
Collette or been	My Commission expires July 26, A.D., 19 03

Negotiated by

Parcel No.___293.

321-136

STATE OF WISCONSIN

COUNTY OF RACINE

AFFIDAVIT

821 PAGE 136

Register's Office Racine County, Vis. Received for Record A_lil. बतरी, recorded in Volume of _Keenthoon page

Register of Doeds

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

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

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

Corrected description for the above parcel is as follows:

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

Commence at a point in the north line of said southwest one-quarter which is 80.93 feet North 89° 10' 18" West of the center of said section; (said center of section is 263h.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, 26hh.32 feet North 1° 56'
h8" West of the south one-quarter corner and 26h6.90 feet South 1° 56' 18" East of
the north one-quarter corner of said section); thence South 16° 2h' 3h" West 73h feet along the centerline of S.T.H. 31 to the point of beginning of the reference line in the owner's north property line; thence South 16° 24' 34" West 164.7 feet; thence South 15° 17' 34" West approximately 637 feet along said centerline to the point of ending of the reference line in the owner's south property line; said property line is described in Volume 538 of Deeds on page 483.

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

¥	Parcel	Document	of Records	Page	<u>Owners</u>	
~	293	747725	770	611	Edward E. Iewis a/k/a Edwin E. Lawis and Eliot E. Iewis	

10y 22, 1964

Corrected description for the above parcel is as follows:

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

That part of the southwest one-quarter of Section 13, Township 3 North, Range 22 East lying between the following described centerline of State Trunk Highway 31 and a line which is 50 feet easterly of as measured normal to, said centerline: Commence at a point in the north line of said southwest one-quarter which is 80.93 feet North 89° 10' 18" West of the center of said section; thence South 16° 2h 3h West to the point of beginning in owner's north property line (said line is the south line of lends described in Volume 7lh of Deeds, on Page 569); thence to a point which is 898.7 feet South 16° 2h 3h West of the point of commencement; thence South 15° 17' 3h" West 133.81 feet to the point of ending in the owner's south property line. Except that part lying within lands described in Volume 751 of Deeds on Page 218.

The parcel contains approximately 0.36 acre, exclusive of lands previously

conveyed or dedicated for highway purposes.

It is intended hereby that by acceptance of this instrument the grantee State of Wisconsin, State Highway Commission, agrees to release so much of the access restrictions noted in that certain agreement dated November 17, 1962 and recorded in Volume 767 of Records at Page 10 in Document No. 716131, Racine County Registry, as will authorize one access point to State Trunk Highway 31, to be located within the northerly 100 feet of the lands described in said agreement, pursuant to Section 236.293, Wisconsin Statutes.

IN WITNESS WHEREOF I have h	ereunto set my hand and seal this 20th day of
Signed and Sealed in Presence of:	James T. Fetzer (SEAL)
Robert E. Argraves Connan D. Oberbeck	-
_	me this 20th ay of May , 1964 ne known to be the person who executed the foresame.

strument drafted by the State Highway Commission of Wisconsin. u Ernest T. real

Notary Public, Walworth Co My Commission Expires July 9

Pearson, Jr. County, Wis.

	·
	the control of the co
This Indenture, Made this 30th day of 1 between EDWARD E. LEWIS, a widower who has not a	August
between EDWARD E. LEWIS, a widower who has not me EDWARD E. LEWIS and ELIOT E. LEWIS, partners, doing	remarried, as an individual, and
S, J. PAPAS and CONSTANCE PAPAS, hi	partiesof the first part and :
Witnesseth. That the said part_1esof the first part, for an	part ies of the second part, id in consideration of the sum of One (\$1.00)
Dollar and Other Good and Valuable Considerati	lon
to them in hand paid by the said part 125 of the second part, ha VR riven, granted, bargained, sold, remised, released, aliened, conveyed a	
bargain, sell, remise, release, alien, convey and confirm unto the said part195	of the second part. their heirs and assigns
forever, the following described real estate situated in the County of Rac	•
That part of the Southeast 1/4 of Section 13, Towns Town of Mt. Pleasant, Racine County, Wisconsin, desc	nip 3 North, Range 22 East, in the pribed as follows:
Begin on the East and West 1/4 line of said Section	13 that is located Westerly 1551.0
feet from the East 1/4 corner of said Section; run t	thence South 600.00 feet parallel to
the East line of said Section; thence Westerly 811.0 West 1/4 line; thence North 271.90 feet parallel to	JU feet parallel to the said East and ' ; the said East line: thence North 890 !
26' West 158.30 feet: thence North 78° 58' West 295.	.42 feet to the centerline of Green Bay $\ $
Road; thence North 190 27' East 42.16 feet along the	centerline of said road to a point
in the centerline of said road that is located north centerline from the southeast corner of parcel conve	neasterly 608.52 feet along said
recorded in the Office of the Register of Deeds for	Racine County, Wisconsin in
Volume 337 of Deeds on Page 513; thence South 78 58	B' East 284.83 feet; thence South 89
26' East 154.65 feet; thence North 288.10 feet to the Easterly 811.00 feet along the said East and West 1,	ne said East and West 1/4 line; thence :
Easterly billion rest along the said East and heat ly	Destilition of Destilition
3 松陽間 間次公園時間 間的公路時間	
	而成學學或公司
Together with all and singular the hereditaments and appurtenances the	reunto belonging or in any wise appertaining; and all estate
right, title, interest, claim or demand whatsoever, of the said part iesof expectancy of, in and to the above bargained premises, and their hereditaments	the first part, either in law or equity, either in possession or
To Have and To Hold the said premises as above described with the heredi	taments and appurtenances, unto the said part
of the second part and to their heirs and assig	ns FOREVER.
And the said. EDWARD E. LEWIS. a widower who has been sometimes. LEWIS and ELIOT E. LEWIS, pertners, doi:	ng business as Lewis Farms
for themselves, their heirs, executors and administrate	ors, docovenant, grat Philipping
with the said part_iesof the second parttheirheirs these presentsthey_BTEwell seized of the premises above described,	s and assigns, that at the time of
inheritance in the law, in fee simple, and that the same are free and clear from a	Il incumbrances whatever
and that the above bargained premises in the quiet and peaceable possession of t	he said must les of the second must their heirs
and that the above bargained premises in the quiet and plateante possession of c and assigns, against all and every person or persons lawfully claiming the whole	ite said par timesterium not the accord party minimum in
AND DECENTA	or any part thereof, they will forever WARRANT
AND DEFEND.	e or any part thereof, THEY will forever WARRANT
In Witness Whereof, the said part. iesof the first part hascal_Sthis30thday ofAugust	or any part thereof, THEY will forever WARRANT
In Witness Whereof, the said part. 195 of the first part ha	ve hereunto set their hand S and A D., 19.61
In Witness Whereof, the said part. 1es of the first part has seal. S this 30th day of August	e or any part thereof, THEY will forever WARRANT Ve hereunto set their hand S and
In Witness Whereof, the said part. 195 of the first part ha	ve hereunto set their hand S and A. D., 19.61
In Witness Whereof, the said part. 1esof the first part hascal_Sthis30thday ofAugust	ve hereunto set their hand S and A. D., 19.61. Edward E. Lewis Lawrand Lawry (SEAL)
In Witness Whereof, the said part. 195 of the first part has seal S this 30th day of August Signed and Sealed in Presence of	ve hereunto set their hand S and A. D., 19.61
In Witness Whereof, the said part. 1esof the first part hascal_Sthis30thday ofAugust	ve hereunto set their hand S and A. D., 19.61. Edward E. Lewis Lawrand Lawry (SEAL)
In Witness Whereof, the said part. 1esof the first part hascal_Sthis30thday ofAugust	ve hereunto set their hand S and A. D., 19.61 Colored C. Schull (SEAL) Edward E. Lewis Edward E. Lewis — Partner Luff L. Lewis — (SEAL)
In Wirness Whereof, the said part. 1es of the first part ha scal_S this 30th day of August SIGNED AND SEALED IN PRESENCE OF Lilton F. La Pour Lilton F. La Pour Cooke	ve hereunto set their hand S and A. D., 19.61 Colored C. Schull (SEAL) Edward E. Lewis Edward E. Lewis — Partner Luff L. Lewis — (SEAL)
In Wirness Whereof, the said part. 1es	ve hereunto set their hand S and A. D., 19.61 Colored Colored (SEAL) Edward E. Lewis Lawred E. Lewis — Partner Eliot E. Lewis — Partner (SEAL) Eliot E. Lewis — Partner (SEAL) Was drafted by wilton F. La Pour,
In Wirness Whereof, the said part. 1es of the first part ha scal_5 this 30th day of August SIGNED AND SEALED IN PRESENCE OF Hilton F. Ia Pour Florence Cooke This instrument STATE OF WISCONSIN, Ss	ve hereunto set their hand S and A D. 19.61 Colourist of Hards Edward E. Lewis Edward E. Lewis - Partner Eliot E. Lewis - Partner (SEAL) (SEAL)
In Wirness Whereof, the said part. 1es	will forever WARRANT Ve hereunto set their hand S and A D. 19.61 Edward E. Lewis Lawred Lawring (SEAL) Edward E. Lewis - Partner (SEAL) Eliot E. Lewis - Partner (SEAL) was drafted by wilton F. La Pour, La Pour, Incorporated. August A D. 19.61
In Wirness Whereof, the said part. 1es	will forever WARRANT Ve hereunto set their hand S and A D. 19.61 Edward E. Lewis Lawred Lawring (SEAL) Edward E. Lewis - Partner (SEAL) Eliot E. Lewis - Partner (SEAL) was drafted by wilton F. La Pour, La Pour, Incorporated. August A D. 19.61 remarried, as an individual, and
In Wirness Whereof, the said part. 1es	will forever WARRANT Ve hereunto set their hand S and A. D., 19.61 Edward E. Lewis Lawring Lawring (SEAL) Edward E. Lewis — Partner (SEAL) Eliot E. Lewis — Partner (SEAL) was drafted by wilton F. La Pour, La Pour, Incorporated. August remarried, as an individual, and g business as Lewis Farms
In Witness Whereof, the said part. ies	will forever WARRANT Ve hereunto set their hand S and A. D., 19.61 Edward E. Lewis Lawring Lawring (SEAL) Edward E. Lewis — Partner (SEAL) Eliot E. Lewis — Partner (SEAL) was drafted by wilton F. La Pour, La Pour, Incorporated. August remarried, as an individual, and g business as Lewis Farms
In Wirness Whereof, the said part. iesof the first part ha	was drafted by wilton F. La Pour, La Pour, Incorporated. August August August August August
In Wirness Whereof, the said part. iesof the first part hascal_S this 30thday ofAugust	will forever WARRANT Ve hereunto set their hand S and A. D., 19.61 Edward E. Lewis Lawring Lawring (SEAL) Edward E. Lewis — Partner (SEAL) Eliot E. Lewis — Partner (SEAL) was drafted by wilton F. La Pour, La Pour, Incorporated. August remarried, as an individual, and g business as Lewis Farms

Deputy Register of Deeds
WARRANTY DEED-STATE OF WISCONSIN, FORM NO, 1

VOL 714 FACE 569

0.	744 570
	<u>voi 714 face 570</u>
	726203
	NO
Edward	E. Lewis, a widower who has
Fdward	married, as an individual, and E: Lewis and Eliot E: Lewis,
partne	rs, doing business as Lewis
Farms	
	ТО
S	. J. Papas and Constance
· P	apas, his wife as Joint
I	enaris
===	
W.	ARRANTY DEED
	
]	REGISTER'S OFFICE,
	SPATE OF WISCONSIN,
	Macue County.
Parativa	d for Record thisday of
, Accessed	day of
	A. D., 19
at	o'clock / AI., and recorded
in Vol	14 of Dueston Page 5-69-510
<i>A</i>	anley F. Bialecki
	Register of Deeds.
]:	
	Deputy.
ļ	RETURN TO
	La Pour
/	
1.50	

•

₩,

4.

DOCUMENT #	TRUSTEE'S			REGISTER'S OFF RACINE COUNTY,
Constance Papas Bacaintan ar	ad John Dassis		,	ECORDED
not individually, but as Co-			1.	
created by the Last Will and	l Testament of	us Trustee of		94 OCT 28 PM 4
Spiro J. Papas, deceased				MARK A LAD
				MARK A.LAD REGISTER OF DE
for a valuable consideration conveys with	out warranty to L	C Real	1	
Estate Investments, Inc	x corporet	or n	1.54	1
Delaware	· · · · · · · · · · · · · · · · · · ·	<u> </u>	10	
			GRANTEN	
		Grantec,	1801 N. MIL	11 60563
the following described real estate in Ra	actie	County,		/. 1=
State of Wisconsin:	•		- Tax Parcel 1	
See a trake	e legal "	Schoolle A	VOL	PAGE
			• •	199,20
	*		2410	132000
	•			
Dated this	day ofOct	ober .		, 19 ⁹⁴
		_		
Dated this	day ofOct	ober John Dassios		, 1994 (SEA
	nyan	_	Dass.	
Constance Papas Bacaintan *Von Jance Lebas Jacas	(SEAL) nyan said	John Dassios	O-Trustee, as	(SEA)
Constance Papas Bacaintan *Non James Afas Bacau Co-Vrustre, as afore	(SEAL)	John Dassios	O-Trustee, as	(SEA) aforesaid
Constance Papas Bacaintan **Von James Lefas Jacan Co-Virustee, as afore	(SEAL)	John Dassios ACH STATE OF XWEE	O-Trustee, as	aforesaid GMENT INGIS SS. 277
Constance Papas Bacaintan **Constance Apas Dacade Co-Frustre, as afore AUTHENTICATION Signature(s)	(SEAL)	John Dassios ACH STATE OF XWEE	O-Trustee, as	aforesaid GMENT INGIS SS. 277
Constance Papas Bacaintan **Constance Papas	(SEAL)	John Dassios ACH STATE OF XWESS COOK Personally of Cotober	O-Trustee, as INOWLED CONSIN ILL Country anne before me	aforesaid GMENT INGIS ss. 27- this day 4 the above nan
Constance Papas Bacaintan **Constance Apas Dacade Co-Frustre, as afore AUTHENTICATION Signature(s)	(SEAL)	John Dassios ACH STATE OF XXXES COOK Perspnally of Cotober Co-Trustee	O-Trustee, as NOWLED COUNTY ILL County ame before me 19 5, Constance	aforesaid aforesaid GMENT INGIS ss. 27- this day 4 the above nam fapas bacam the
Constance Papas Bacaintan **Constance Papas	(SEAL)	John Dassios ACH STATE OF XXXES COOK Perspnally of Cotober Co-Trustee	O-Trustee, as INOWLED CONSIN ILL Countraine before me	aforesaid aforesaid GMENT INGIS ss. 27- this day 4 the above nam fapas bacam the
Constance Papas Bacaintan **Constance Labas Juliu Co-Vustee, as afore AUTHENTICATION Signature(s) authenticated this	(SEAL)	John Dassios ACH STATE OF XXXES COOK Perspnally of Cotober Co-Trustee	O-Trustee, as NOWLED COUNTY ILL County ame before me 19 5, Constance	aforesaid aforesaid GMENT INGIS ss. 27- this day 4 the above nam fapas bacam the
Constance Papas Bacaintan **Von Lance Lefal Dural Co- Frustee, as afore AUTHENTICATION Signature(s) authenticated thisday of	(SEAL)	John Dassios ACH STATE OF XXISS COOK Personally coctober Co-Trustee and John to me known to be	CONSIN ILL County ame before me Dassigs the person S	aforesaid GMENT INOIS this day 4 the above nan Lapas Ancam He who executed the
Constance Papas Bacaintan **Constance Papas	(SEAL)	John Dassios ACF STATE OF AWES COOK Perspnally of COOK COTTUSTEE and John	CONSIN ILL County ame before me Dassigs the person S	aforesaid GMENT INOIS this day 4 the above nan Lapas Ancam He who executed the
Constance Papas Bacaintan ***Constance Papas Bacaintan **Constance Papas Bacaintan **Constance Papas Bacaintan AUTHENTICATION Signature(s) authenticated thisday of	(SEAL)	John Dassios ACH STATE OF XXISS COOK Personally coctober Co-Trustee and John to me known to be	CONSIN ILL County ame before me Dassigs the person S	aforesaid GMENT INOIS this day 4 the above nan Lapas Ancam He who executed the
Constance Papas Bacaintan **Constance Papas Bacaintan **Title Papas Bacaintan **Title Papas Bacaintan **Constance Papas Bacaintan **Title Papas Bacaint	(SEAL)	John Dassios ACH STATE OF XXISS COOK Personally coctober Co-Trustee and John to me known to be	CONSIN ILL County ame before me Dassigs the person S	aforesaid GMENT INOIS this day 4 the above nan Lapas Ancam He who executed the
Constance Papas Bacaintan **Constance Papas Bacaintan **Constance Papas Bacaintan **Constance Papas Bacaintan **Constance Papas Bacaintan **AUTHENTICATION Signature(s) authenticated this	(SEAL) nyan said nyan said nyan said said	John Dassios ACF STATE OF XXXXX COOK Personally coctober Co-Trustee and Jaha. to me known to be foregoing lightrum * Notary Public	COUNTY AS CONSUM ILL County ame before me 19 S. Constance Da \$5/05 the person S nt and acknow I ackn	aforesaid
Constance Papas Bacaintan **Constance Papas Bacaintan **Title Papas Bacaintan **Title Papas Bacaintan **Constance Papas Bacaintan **Title Papas Bacaint	(SEAL) nyan said nyan said nyan said said	John Dassios ACF STATE OF XXXXX COOK Personally coctober Co-Trustee and Jaha. to me known to be foregoing lightrum * Notary Public	COUNTY AS CONSUM ILL County ame before me 19 S. Constance Da \$5/05 the person S nt and acknow I ackn	aforesaid
Constance Papas Bacaintan **Constance Papas Bacaintan **Title Papa	(SEAL) nyan said nyan said nyan said said	John Dassios ACF STATE OF XXXXX COOK Personally coctober Co-Trustee and Jaha. to me known to be foregoing lightrum * Notary Public	O-Trustee, as INOWLED COUNTY Ame before me Dass. Constance Dass. Constance The person S of And acknow The person S of And acknow The person S	aforesaid

Schodule A

VOL PAGE 2410 200

PARCEL, I: Parcel 1 of Certified Survey Map No. 1256, recorded in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, except the East 30 feet thereof, part of the Northwest 1/4 of the Southeast 1/4 of Section 13, Township 3 North, Range 22 East; AND that part of Parcel 2 of Certified Survey Map No. 1256 recorded in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708 described as follows: Commence at the Northwest corner of Parcel 1 of said Certified Survey Map; thence North 89° 10′ 36" West 30 feet along the North line of Parcel 2; thence South 2° 07′ 30" East parallel with the West line of Parcel 1, 145 feet; thence South 89° 10′ 36" East 30 feet to the Southwest corner of Parcel 1; thence North 2° 07′ 30" West 145 feet along the West line of Parcel 1 to the point of beginning. Said land being in the Town of Mt. Pleasant and in the City of Racine, County of Racine, State of Wisconsin.

PARCEL II: A non-exclusive easement for ingress and egress over Parcel 2 of Certified Survey Map No. 1256, for the benefit of Parcel I hereof, as delineated on said Certified Survey Map No. 1256, and as defined in Declaration of Rights, Options and Restrictions recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4, 1987 in Volume 1877 of Records, at page 894, as Document No. 1236796.

Tax Key No.: 13132-114 and 51-008-03-22-13-154-001

Property Address: 5205 Washington Avenue

Register's Office
Racine County, Wis.

Received for Record 251 day of

A.D., 19) Sat

O'clock A.M. and recorded in Yolunge 270

958341

SEWER EASEMENT

Hanley J. Bialchi
Register of Deeds

CONSTANCE G. (PAPAS) BACAINTAN and JOHN DASSIOS, trustees of the below described property, hereby grant to the CITY OF RACINE, a Wisconsin Municipal Corpoartion, located in Racine County, Wisconsin, Grantee, the following easements to construct, install, repair and maintain a public sewer:

A sewer easement, twenty feet wide, in that part of the SE 1/4 of Section 13. Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin described as follows:

The South 20 feet of the North 97 feet (as measured perpendicular to the North line of said SE 1/4) of the West 118.5 feet of the East 1669.59 feet of said SE 1/4 of Section 13 (as measured parallel to the North line of said SE 1/4).

which easements are shown on the plat annexed hereto and hereby made a part hereof, together with the right of the above named Grantee, its officers, employees or agents, to go upon said land for the construction, maintenance and/or repairs of said sewers.

The Grantee will, as consideration for said easements, construct, lay and maintain said sewer wholly at its own expense and will at its own expense restore the property referred to in this agreement, together with any improvements thereon to a condition at least equal to the condition of said area prior to the time of the commencement of any construction or reapir by the City.

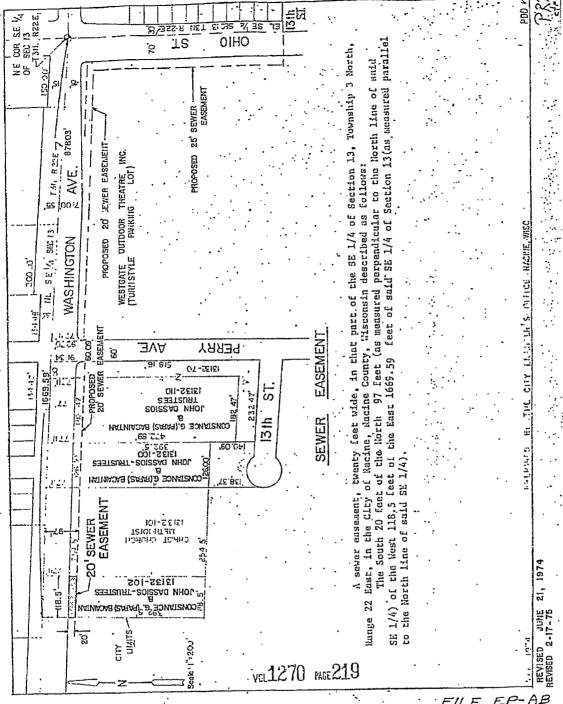
The Grantee will also indemnify and save harmless the Grantor from any loss, damage, liability or any obligation arising directly or indirectly as a result of the use of said land by the Grantee.

This grant of easement shall run with the land and shall be binding upon the parties hereto and its successors and assigns.

VEL 1270 PAGE 217

1 VOL 1270 PAGE 218

THE WITCHESS WHEREOF, the said	CONSTANCE G. (PAPAS) BACAINTAN
and JOHN DASSIOS have caused these	to be signed this htt
and JOHN DASSIOS have caused these	presents to be signed.
and some	D., 1975-
day of flish, A.	
7	(- PD 1 . 18 and 1
2	Syntand (Papas) Bacaintan
C	onstalice of the
a	ddress: 230 N. Minhugar Manuel
	A bearing the land
	(AUMA SPIMERA COU
	10/11/19/
<u> </u>	phn Dassios
	11
7	Address: V30 U. Michigan NT
-	00006060
	Lincola, Miller
	\mathcal{O}^{-1}
on the second se	
In the presence or.	
In the presence of:	٠.
Darlara Francisco	
Barbara Hearameter	
Darlare F. Micaren	-1
Barbara Fearancelai Dina P. Meavan Selenois	٦
Barbara Hearameter	1
Darlar Française Maria P. Micaren STATE OF WISCONSTIN) LINK SS	
Darlar Française Maria P. Micaren STATE OF WISCONSTIN) LINK SS	
Sandara Françaisca. Dana P. Micaren Dillenois STATE OF WISCONSIN) COUNTY) SS RACTION COUNTY)	this bth day of June
STATE OF WISCONSTN) COUNTY) Personally came before me	this <u>bth</u> day of <u>fund</u> . G. (Papas) Bacaintan and John Dassios,
STATE OF WISCONSTN) COUNTY) Personally came before me	this <u>bth</u> day of <u>fund</u> . G. (Papas) Bacaintan and John Dassios,
STATE OF WISCONSTN) COUNTY) Personally came before me	this <u>bth</u> day of <u>fund</u> . G. (Papas) Bacaintan and John Dassios,
STATE OF WISCONSTN) COUNTY) Personally came before me	this bth day of June
STATE OF WISCONSTN) COUNTY) Personally came before me	this <u>bth</u> day of <u>fund</u> . G. (Papas) Bacaintan and John Dassios,
STATE OF WISCONSTN) Personally came before me 1975, the above named C onstance trustees, and to me known to be	this <u>bth</u> day of <u>fund</u> . G. (Papas) Bacaintan and John Dassios, the persons who executed the foregoing
STATE OF WISCONSTN) Personally came before me 1975, the above named C onstance trustees, and to me known to be	this bth day of June. G. (Papas) Bacaintan and John Dassios, the persons who executed the foregoing Notary Public, Racine County, 77
STATE OF WISCONSTN) Personally came before me 1975, the above named C onstance trustees, and to me known to be	this <u>bth</u> day of <u>fund</u> . G. (Papas) Bacaintan and John Dassios, the persons who executed the foregoing Buss de Mas
STATE OF WISCONSTN) Personally came before me 1975, the above named C onstance trustees, and to me known to be	this bth day of June. G. (Papas) Bacaintan and John Dassios, the persons who executed the foregoing Notary Public, Racine County, 77



DECLARATION OF RIGHTS, OPTIONS AND RESTRICTIONS

THIS DECLARATION is made this #* day of fugus*

1987 by and between Constance Papas Bacaintan and John Dassios, as Trustees of the Trust created under the Last Will and Testament of Sprio J. Papas, deceased ("Trustees") and Frank P. Crivello ("Crivello").

RECITALS

Under even date herewith, Trustees are selling to Crivello and Crivello is purchasing certain real estate described on Exhibit A attached hereto (the "Property"). Trustees have retained ownership of an adjacent Parcel of real estate described on attached Exhibit B (the "Reserved Parcel"). The Property and the Reserved Parcel are further shown on the certified survey map attached hereto as Exhibit C. Trustees and Crivello desire to provide for the coordinated development of the Reserved Parcel and the Property and to provide certain rights and options for each party to require the purchase and sale of the Reserved Parcel by the other party, all as hereinafter set forth.

AGREEMENT AND DECLARATION

NOW, THEREFORE, in consideration of the above and for other value received, the parties agree and declare as follows:

Easements. Trustees hereby grant as easement for the benefit of the Property and Crivello hereby grants an easement for the benefit of the Reserved Parcel, in each case for vehicular and pedestrian ingress, egress and Parking upon such portions of the Property or the Reserved Parcel as are paved and designated for parking. Notwithstanding the foregoing, (i) there shall be no more than one (1) point of access between the Reserved Parcel and the Property on each of the east, west and south sides of the Reserved Parcel, (ii) each such point of access shall not exceed thirty (30) feet in width, and (iii) no portion of a point of access on either the east and west sides of the Reserved Parcel shall be within thirty (30) feet of the north boundary of the Reserved Parcel. In order to facilitate the orderly traffic flow between the Reserved Parcel and the Property, Crivello agrees and declares that no parking shall be permitted on the strips of land twenty-four (24) feet in width on the Property and bordering the west sides of the Reserved Parcel. The Property may be improved in one or two or more successive stages, in which event a reduction in the number of parking spaces or a relocation of parking spaces available on the property may occur. The development of the Reserved Parcel must provide for parking spaces to serve the development thereon, subject to the restrictions hereinafter set forth.

FVOL 1877 PAGE 894

* and south

5473 08 4

1825 * 8

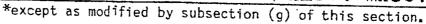
and #6

- 2. Covenants, Conditions and Restrictions Regarding Development. Trustees and Crivello hereby declare the following covenants, conditions and restrictions to affect the Property and the Reserved Parcel:
 - Not less than 30 days prior to commencement of any construction at any time and from time to time on the Reserved Parcel, Trustees shall submit to Crivello a preliminary plan ("Drawings") showing (i) the location, size, elevations and type of building and other improvements, including lighting standards and exterior signs proposed to be erected on the Reserved Parcel, (ii) the parking area layout and traffic patterns proposed on and for the Reserved Parcel, and (iii) the landscaping proposed for the Reserved Parcel. Crivello shall not unreasonably refuse to approve the Drawings provided that all of the improvements and the lighting, signage, parking, traffic patterns, landscaping and other such matters are in keeping with and do not detract from or, in Crivello's reasonable opinion, depreciate the Property whether then undeveloped, developed or in the process of development. Without limiting the foregoing, it shall not be unreasonable for Crivello to disapprove Drawings for improvements which will exceed 4875 square feet of space of the Reserved Parcel or which will exceed in height any building located or planned to be located on the Property. Following Crivello's approval of the Drawings, the Reserved Parcel shall be developed strictly in accordance with the approved Drawings. If the approved improvements are not commenced within 6 months of their initial approval and diligently pursued to completion, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be.
 - b. Neither the Reserved Farcel nor any part thereof shall be used for the purpose of operating or maintaining or as a vehicular parking area accessory to any kind or type of (i, station for the sale of gasoline or other automotive fuels; (ii) station for the service to or maintenance of automobiles; (iii) bowling alley; (iv) bookstore, video store or movie theatre for the sale or viewing of pornographic materials; (v) store for the sale of alcoholic beverages except if in connection with a restaurant for the serving of food on the premises; (vi) used or new car sales facility; or (vii) any use not specifically

- permitted by the present zoning district for the Reserved Parcel.
- c. No signs shall be placed or located on the external portions of any buildings or structures on the Reserved Parcel and/or no free-standing signs shall be erected on the Reserved Parcel and/or no roof perimeter lighting shall be installed or operated on any of the improvements placed on the Reserved Parcel without first obtaining the prior written consent of Crivello, which shall not be unreasonably withheld.
- d. The Property or the Reserved Parcel and the exterior of all buildings, structures and improvements thereon shall be kept and maintained in good order, condition and state of repair and in a clean, unlittered, orderly and sanitary condition, including (but not without limitation) all sidewalks, walkways, readways, parking surfaces and landscaped areas, and all snow, ice and surface water shall be promptly removed, to the extent reasonably practical, from all sidewalks, walkways, roadways and parking surfaces on the Property or the Reserved Parcel. Notwithstanding the foregoing, nothing herein shall be deemed to require the owner of the Property or the Reserved Parcel to make capital improvements in order to maintain the buildings, structures and improvements thereon. owner of the Property or the Reserved Parcel fails to maintain its property as above, the other owner may, after thirty (30) days written notice to the non-maintaining owner, cause appropriate maintenance or repair work to be performed and shall be entitled upon demand to reimbursement from the non-maintaining owner for the costs thereof, together with interest from the date of demand at the publicly announced "prime rate" in effect from time to time at First Wisconsin National Bank of Milwaukee or any successor bank thereto or similarly titled rate used for the purpose of determining interest rates by such institution. If reimbursement is not so made, the owner entitled thereto shall be further entitled to a lien on the Property or the Reserved Parcel, as appropriate, which shall be created upon the recordation in the office of the Racine County Register of Deeds of a notice executed under oath by the owner or an agent of the owner entitled thereto that such amount is Any such lien shall be enforced generally by the procedures for the foreclosure of mortgages.

- e. The restrictions in this Section shall be deemed covenants running with the land for the benefit of the Property and the Reserved Parcel and shall apply for the fifty (50) year period following the date hereof, Because the inclusion of these restrictions are material consideration for the conveyance of the Property and damages for a breach of these restrictions will be difficult to ascertain, these restrictions shall be enforceable by injunction by either party or their successor holders of equitable title to the Property or Reserved Parcel or portions thereof.
- f. If Crivello wishes to cause other lands owned by him or in which he has an interest which either abut the Property or are in the vicinity of the Property to be rezoned for office and/or commercial use or if it is necessary to obtain a special use permit or variance for the benefit of the same, Trustees will not object to such rezoning or to the issuance of such special use permit or variance and, if called upon, will support, without expense to the Trustees, such rezoning and/or the issuance of such special use permit or variance.
- g. Notwithstanding anything to the contrary contained in this Section, from and after the termination of the Option as set forth in Section 3 hereof, the Right as set forth in Section 4 hereof, or the Put as set forth in Section 5 hereof, the foregoing provisions of Section 2(a) and 2(c) shall not apply, but the following restrictions and limitations shall apply to the Reserved Parcel:
 - (i) No building or other improvement shall exceed twenty-five (25) feet in height above finished grade.
 - (ii) Only one free-standing sign shall be located on the Reserved Parcel and such sign shall not exceed the height of the free-standing sign on the Property.
- 3. Option to Purchase. Trustees hereby grant to Crivello the following option to purchase the Reserved Parcel (the "Option"):
 - a. The Option must be exercised no later than the earlier to occur of: (i) August 31, 1997, or (ii) thirty (30) days after Crivello receives written notice from the Trustees that the provisions of the Lease (defined in Section 8 hereof) which

rvol 1877 PAGE 897





affect the Property and the Reserved Parcel have, or will be within the ensuing ninety (90) day period, terminated, or (iii) thirty (10) days after Crivello receives the notice described in Section 6 hereof, or (iv) ninety (90) days after Crivello receives written notice from the Trustees that the Lease will terminate on May 30, 1993 (which notice must be given by the Trustees within ninety (90) days after the last date for the lessee under the Lease to extend the term of the Lease). The Option shall be exercised by Crivello giving written notice of such exercise to Trustees, accompanied by the sum of \$15,000.00 in cash or certified funds to be held by Trustees as an earnest money deposit. By way of example of the foregoing, if the lessee under the Lease fails to exercise its option to extend the Lease beyond May 30, 1993 and the Lease would therefore terminate on such date and if Trustees Eail to give notice of such facts to Crivello, then the Option shall continue in effect until 30 days after Trustees in fact give such notice, or, if earlier, until either August 31, 1997 or the notice and period in clause (iii) occur.

b. The purchase price for the Reserved Pa(Cel shall be the sum of: (i) Three Hundred Thousand Dollars (\$300,000.00), increased or decreased by the percentage of change, if any, between the Cost of Living Index last published impediately preceding the date hereof and the Cost of Living Index last published immediately preceding the closing date and (b) all general and special real estate taxes and assessments (but not any penalties or interest thereon nor any special assessments relating to the non-maintenance of the Reserved Parcel (e.g., weed control)) which accrue from and after the date hereof which have actually been paid by Trustees. The "Cost of Living Index", as used herein shall refer to the index presently known as "Consumer Price Index for Milwaukee, Wisconsin, All Items, All Urban Consumers (1967 = 100)" published by the Bureau of Labor Statistics, United States Department of Labor. If the computation and publication of the Cost of Living Index is transferred to another governmental bureau, such bureau's publication shall be substituted for the present published Index. If such Cost of Living Index is substantially revised, or its method of calculation is substantially altered, adjustments shall be made to such new Cost of Living Index by the parties as may be necessary to make it comparable to the original Cost of Living Index

The addition or elimination of particular used. items or commodities included in the Cost of Living Index shall not be considered a substantial revision, nor a substantial alteration of its method of calculation. event the Bureau of Labor Statistics or other governmental bureau to whom the publication of the Cost of Living Index is transferred publishes such adjustment, then such adjustment as published shall be controlling upon the parties. In the event the Cost of Living Index is discontinued, the parties shall accept comparable statistics on the purchasing power of the consumer dollar as published at the time of such discontinuation by a responsible financial periodical of recognized authority chosen by the parties.

- The closing of the purchase and sale shall take c. place in the City of Racine at a time and place to be designated by Crivello in the notice of exercise of the Option, which date shall not be later than forty-five (45) days following the date on which Crivello gives such notice of exercise, or, in the event Crivello has exercised the Option after receipt of the notice that the Lease will terminate on May 30, 1993,* then the date of closing shall be no later than 45 days after the termination of the Lease. Payment shall be made by cashier's or certified check or wire transfer of funds. All customary prorations and adjustments in real estate transactions in the community shall be made at the time of closing. Any improvements which have been installed upon the Reserved Parcel shall be
- đ. Title shall be conveyed by general warranty deed (or trustee's deed if ownership of the Reserved Parcel is still subject to a trust), subject only to municipal and zoning ordinances; general and special real estate taxes and assessments for the year of closing; and the covenants, conditions and restrictions set forth previously in this Declaration and/or in the policy of title insurance issued to Crivello in connection with his acquisition of the Property. Legal and physical occupancy of the Reserved Parcel shall be given to Crivello on the closing date. cost of title insurance in the amount of the purchase price shall be borne by Trustees. Crivello is not able to obtain a title insurance policy at closing from a responsible title insurance company licensed to do business in the



Sil

deemed conveyed therewith.

state of Wisconsin insuring title as called for herein, then the closing may be postponed by either party for not more than an additional 90 days in order to permit Trustees to cure any such defects in the state of title. If the defect in title is for the rights of the lessee under the Lease, then Crivello may terminate the exercise of the Option (in which case the earnest money deposit shall be promptly returned to Crivello) and the Option shall be reinstated and available again as in subsection (a) above.

- If Crivello fails to close within the time period e. set forth in subsection (c) above, except if due to the defect in title described in (d) above, the Option and the Right (defined in Section 4) shall terminate and Trustees shall be entitled to retain the earnest money deposit as liquidated damages, and the foregoing shall be Trustees' exclusive remedies with respect thereto.
- Right of First Refusal. Trustees hereby grant Crivello a right of first refusal to purchase the Reserved Parcel upon the following terms and conditions:
 - The right of first refusal (the "Right") must be exercised within thirty (30) days after Crivello has received written notice from Trustees that Trustees desire to convey all or a part of the Reserved Parcel pursuant to a bona fide offer therefor from an independent party. Such notice shall include a copy of the offer and Trustees' commitment to convey in accordance therewith. The Right shall be exercised by giving written notice of such exercise to Trustees. The Right shall terminate on the earlier to occur of: the date on which the Option expires or terminates, or (ii) the date specified in Sections 6 or 7 hereof; provided that the termination shall be delayed so that Crivello is afforded a full thirty (30) day period in which to decide to adopt an offer if the termination would otherwise occur during the thirty (30) day period described above.
 - The provisions hereof shall apply to offers to b. purchase upon the acceptance thereof; options to purchase upon the exercise thereof; any contracts or agreements for sale and purchase; leases having an option to purchase; leases for a term, including option periods, of ten (10) years or more other than the Lease defined in Section 8 below; contracts or assignments relating to the assignment by the beneficiaries of the trust for



which Trustees serve as trustees, of such beneficial interests; if such beneficiaries are an entity, then the disposition of the equity or beneficial interest in such entity by the owner or owners thereof; and such other similar type transactions or methods of transferring occupancy or control of the Reserved Parcel. The conveyance of the Reserved Parcel to the beneficiaries of the Trust for which Trustees serve or to supplementary or replacement Trustees shall not be deemed conveyances subject to the Right, but the Right shall continue in effect thereafter.

- c. The purchase price and terms and conditions of purchase shall be as set forth in the offer which Crivello adopts pursuant thereto. Closing shall take place within the later of forty-five (45) days after Crivello gives notice of the exercise of the Right or the time provided in the offer so adopted.
- d. If such offer is not adopted within such 30 day period, Trustees shall have the right, continuing for six (6) months thereafter to convey in accordance with the offer as such offer was presented to Crivello and not adopted. If the conveyance pursuant to such offer does not occur within such six (6) month period, then the Right shall be reinstated and an offer or offer(s) shall or shall again, as the case may be, be submitted to Crivello as provided herein.
- e. If Crivello fails to close within the time period set forth in subsection (c) above, the Option and the Right shall terminate, which shall be Trustees' exclusive remedy with respect thereto, in addition to any other rights of Trustees under the offer.
- 5. Right to Require Purchase of Reserved Parcel. Crivello hereby grants Trustees the right to require Crivello to purchase the Reserved Parcel upon the following terms and conditions:
 - The right to require Crivello to purchase (the "Put") must be exercised no later than March 1, 1998. The Put shall be exercised by giving written notice of such exercise to Crivello, together with Trustees' certification that the provisions of the Lease which affect the Property and the Reserved Parcel have, or will be within the ensuing 92 day period, terminated.
 - b. The purchase price shall be as set forth in Section 3(b) hereof.



- c. If Crivello accepts the Put, then Crivello shall deposit the sum of \$15,000.00 in cash or certified funds to be held by Trustees as an earnest money deposit (the "Deposit") and the closing shall be as set forth in Section 3(c) hereof, except that Trustees shall set the closing date, which may not be earlier than 45 days after Crivello accepts the Put.
- d. Title shall be in the state and subject to the same conditions as set forth in Section 3(d) hereof.
- If Crivello does not accept the Put within thirty e. (30) days after receiving the notice described in (a) above, the Option and the Right shall terminate. If Crivello fails to close within the time period set forth in subsection (c) above, except if due to the state and condition of title, the Option and the Right shall terminate and Trustees shall be entitled to retain the earnest money deposit as liquidated damages, and the foregoing shall be Trustees' exclusive remedies with respect thereto. If Crivello fails to close due to the state and condition of title, the exercise of the Put shall be terminated, the Put thereafter shall be re-established and Crivello shall be entitled to prompt reimbursement of the Deposit and his expenses, including attorney's fees, in connection therewith.
- Trustees' Ability to Terminate Option and Right. If (a) Crivello has not given the notice exercising the Option and (b) the thirty (30) day period for the Right is not then running, and (c) if Trustees are not then obligated to give to Crivello a notice which would commence the running of the thirty (30) day period for the Right, then Trustees shall have the right at any time to terminate the Option and the Right by giving written notice of such exercise to Crivello of their intent to terminate the Option and the Right, together with evidence that Trustees have deposited into escrow with a title company acceptable to Crivello (the "Escrow Holder") and on terms mutually acceptable to Crivello and Trustees the sum of \$75,000.00 increased or decreased by the percentage of change, if any, in the Cost of Living Index in the manner described in Section 3(b) hereof. Notwithstanding the foregoing, Crivello may, during the 30 day period following receipt of the foregoing notice, exercise the Option as provided in Section 3 hereof provided Crivello advises the Escrow Holder to return the \$75,000.00 payment at the time Crivello exercises the Option.
- 7. <u>Automatic Termination of Option and Right</u>. If Crivello voluntarily seeks protection under the United States



Bankruptcy Code or an involuntary proceeding is instituted against him which is not vacated or dismissed within 60 days, the Option and the Right shall terminate and be null and void.

- Lease. Trustees represent and warrant that the Reserved Parcel is subject to a lease by and between Trustees and Marcus Amusement Co., Inc., as successor to the original lessee, and that such lease has a stated expiration of May 30, 1993, subject to an option on the part of the lessee to extend the term through May 30, 1998 (the "Lease"). Trustees shall not extend the term of the Lease, unless Trustees obtain in writing a release of the Property and the Reserved Parcel from the provisions of the Lease, nor shall Trustees amend the provisions of the Lease in any manner which increases the burden upon or imposes additional restrictions upon the Property or the Reserved Parcel without Crivello's prior written consent. So long as the Option or the Right is in effect, Trustees shall not grant any new leases or place any additional restrictions on the Reserved Parcel without Crivello's prior written consent. Trustees shall give written notice to Crivello that the provisions of the Lease affecting the Property or the Reserved Parcel have been or will be If Trustees fail to give such notice terminated. within such period, the Option and the Right shall continue in effect in accordance with their terms, but the Put and the provisions of Sections 6 and 7 hereof shall terminate.
- 9. Notices. Any notice required to be given hereunder shall be deemed given when personally delivered or when placed in the United States mail, postage prepaid, certified or registered mail, return receipt requested, to the following addresses:

If to Trustees: 230 N. Michigan Avenue Chicago, Illinois 60601

With a copy to: H. Reed Harris, Esq.

39 La Salle Street, Suite 825

Chicago, Illinois 60603

If to Crivello: 1818 North Farwell Avenue

Milwaukee, Wisconsin 53202

With a copy to: Robert A. Teper, Esq.

Michael, Best & Friedrich 250 East Wisconsin Avenue Milwaukee, Wisconsin 53202



The address for notices may be changed by the giving of notice in the foregoing manner. Notices shall be deemed received when personally delivered or three (3) days after being posted as above.

- remedies available at law or in equity for a breach hereof, including, but not limited to, injunction in the case of the easements, covenants, conditions and restrictions set forth herein. In addition, Crivello shall have the remedy of specific performance in the case of the Option and the Right. Trustees' remedies in the event of a failure by Crivello to close a purchase under the Option, the Right or the Put shall be limited as set forth in Sections 3(e), 4(e) and 5(e). In any action to enforce the provisions hereof, the successful party shall be entitled to recover its costs and disbursements, including reasonable attorney's fees.
- or other termination of the Option or the Right, Crivello shall, upon request, execute and deliver an instrument in reasonable form for recordation to give notice of such waiver or other termination. The termination of the Right or the Option, for any reason, shall not terminate the easements, covenants, conditions and restrictions created and set forth in this Declaration.
- shall exist as to the correct computation of any amount to be adjusted by the Cost of Living Index or as to the appropriateness of a substitute Cost of Living Index, and not be resolved within 20 days after notice of such computation or such substitute is furnished to the other party, each party shall at its cost appoint an independent certified public accountant to attempt to achieve a resolution thereof. If such accountants cannot agree within ten (10) days of their appointment, then they shall, at the equally shared cost of the parties, appoint a third independent certified public accountant whose decision shall be final. Any closing date required herein shall be delayed if it would occur during the period of resolution as above.
- with respect to the notices required herein. This Declaration shall be construed in accordance with Wisconsin law. This Declaration may not be amended unless in writing and executed by the parties hereto. This Declaration sets forth all of the agreements of the parties with respect to the subject matters hereof. This Declaration and the restrictions and rights set forth herein shall be covenants running with the land and shall be binding upon and inure to the benefit of the respective successors in interest and assigns of the parties hereto.



	Trustees of the Papas Trust .
	By Ontance Labors Bacaman
	Constance Papas Bacaintan, Trustee
	By du larios
	John Dassios, Trustee
	Marke Sy
	Frank P. Crivello
STATE OF ILLINOIS)	
COUNTY OF COOK)	
COUNTY OF COOK)	1 th
Personally came before	
1987, the above-named Constant be the person who executed the	nce Papas Bacaintan, to me known to
acknowledged the same.	le foregoing instrument, and
	1/1. 1/1.
e w	Milled
·	
·.	Notary Public, State of Illinois My Commission: expires Dec. 4, 1989
STATE OF ILLINOIS)	
COUNTY OF COOK)	
*	ytte Accept
Personally came before the above-named John Da	ore me this / day of // day of assios, Trustee, to me known to be
the person who executed the f	foregoing instrument, and
acknowledged the same.	7.
	Magall
	///CCCC
	Notary Public, State of Illinois
	My Commission: expires Dec. 4, 1989

STATE OF WISCONSIN)
COUNTY OF RACINE)

Personally came before me this $\frac{1}{4}$ day of $\frac{1}{1}$
DAVID J. HOLDEN
Notary Public, State of Wisconsin
My Commission: September 10, 1989

This instrument was drafted by Hal Karas Michael, Best & Friedrich 250 East Wisconsin Avenue Milwaukee, WI 53202 (414) 271-6560

After recording, return to drafter.



EXHIBIT	. A

1. The East 30 feet of Parcel I of Certified Survey Map No. $\underline{1256}$, recorded in the office of the Register of Dueds for Racine County, Wisconsin on August 4, 1987 In Volume 3 of Certified Survey Maps, page $\underline{658-661}$, as Document No. $\underline{1236708}$, being a division of a part of the Northwest I/4 of the Southeast I/4 and a part of the Northwest I/4 of Section I3, Township 3 North, Range 22 East, in the Town of Mt. Pleasant and City of Racine, Racine County, Wisconsin.

2. Parcel 2 of Certified Survey Map No. 1256, recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4, 1987, in Volume 3 of Certified Survey Maps, page 658-661, as Document No. 1236708, being a division of a part of the Northwest i/4 of the Southeast i/4 and a part of the Northeast i/4 of the Southwest i/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant and City of Racine, Racine County, Wisconsin, EXCEPTING THEREFROM the following: Commence at the Northwest corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°07'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the Southwest corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning.

008-03-22-13-154-005 13132-095 13132-102



EXHII	RI	Т	· -B	
CVIII	U 1	ŧ		-

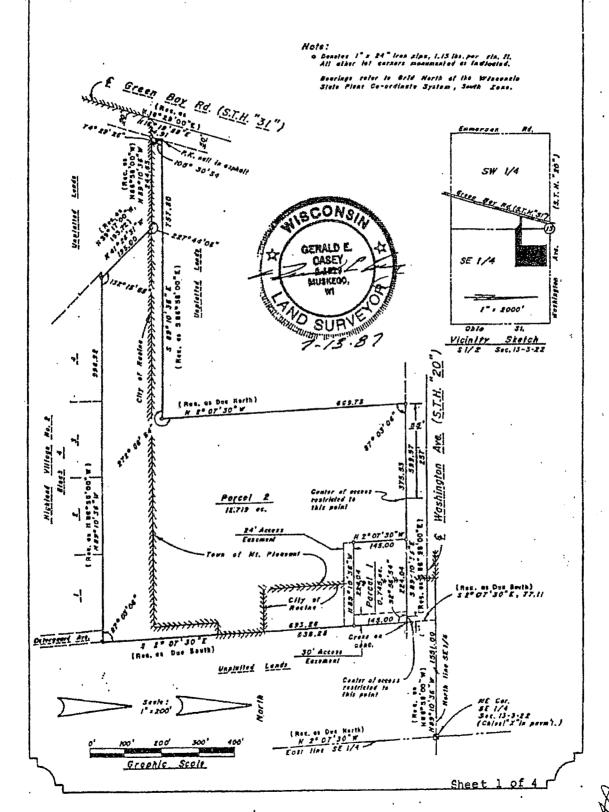
- 1. The West 194.04 feet of Parcel I of Certified Survey Map No. 1256, recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4. 1987 In Volume 3 of Certified Survey Maps, page 658-661, as Document No. 1236708, being a division of a part of the Northwest 1/4 of the Southeast 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant and City of Racine, Racine County, Wisconsin.
- 2. Part of Parcel 2 of Certified Survey Map No. 1256, recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4. 1987, in Volume 3 of Certified Survey Maps, page 658-661, as Document No. 1236708, being a division of a part of the Northwest 1/4 of the Southeast 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant and City of Racine, Racine County, Wisconsin, described as follows: Commence at the Northwest corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 89°10'36" East parallel with the West line of Parcel 1, 145 feet; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning.

13132-114



CERTIFIED SURVEY MAP NO. /256

Deling a division of a part of the NW 1/4 of the SE 1/4 and a part of the NE 1/4 of the SW 1/4 of Section 13, T 3 N, R 22 E, in the Town of Mt. Pleasant and the City of Racine; Racine County, Wisconsin.



Register's Office
Racine County, Wis. SS

Received for Record 4th day of
36.00

VOL PAGE

2433 633-643

DOCUMENT #

REGISTER'S OFFICE RACINE COUNTY, WI RECORDED

EASEMENT AGREEMENT

95 MAR 13 PM 4:01

MARKALADRIS EASEMENT AGREEMENT (this "Easement Agreement") is made REGISTERSFORE ENGLISH day of February, 1995 by and among Principal Mutual Life Insurance Company, an Iowa corporation ("Principal"), BC Chicago, Inc., an Illinois corporation ("BC Chicago") and BC Real Estate Investments, Inc., a Delaware corporation ("Investments").

WITNESSETH:

WHEREAS, Principal is the owner in fee simple of certain real property situated in the County of Racine, State of Wisconsin (the "Principal Property") more particularly described on EXXIBIT A attached hereto and incorporated herein by this reference;

WHEREAS, Investments is the owner in fee simple of certain real property situated in the County of Racine, State of Wisconsin (the "Investments Property") more particularly described on EXHIBIT B attached hereto and incorporated herein by this reference;

WHEREAS, BC Chicago is the lessee and Investments is the owner and lessor of the Investments Property; and

WHEREAS, Principal desires to grant unto Investments and BC Chicago an easement in the Easement Parcel (hereafter defined) for the purposes set forth herein and on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, premises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Grant of Easement. Principal hereby grants unto BC Chicago and Investments and their respective successors and assigns, a perpetual easement and privilege to enter upon the Principal Property to make certain connections to certain sewer and water mains located on the Principal property (the "Connections") and to maintain, inspect, operate and repair the Connections which benefit the Investments Property in and under the surface of, and through that portion of the Principal Property more particularly described on EXHIBIT C (the "Easement Parcel") attached hereto and incorporated herein by this reference, including in connection therewith, but not by way of

RJT\33217.3 2/13/95

limitation thereof, the following rights, permits, privileges, interests and easements in the Easement Parcel, to excavate in and under the surface of the Easement Parcel, to enable the Connections to be made and to use all appliances and equipment necessarily pertinent thereto and to fill in and over said improvements and the excavations and to maintain, operate, inspect, repair, rebuild and reconstruct the same, it being understood that upon completion of each and every excavation operation, BC Chicago and Investments and their respective contractors or agents shall fill in the excavated areas to the same level as that which previously existed or such other higher level as may reasonably allow for settling of said fill.

- 2. <u>Terms and Conditions</u>. As part of this Easement Agreement, the parties hereto agree as follows:
- (a) Principal shall not be liable for any property damage or personal injury or death which occurs as a direct or indirect result of the Connections or arising out of any other work described herein and each of BC Chicago and Investments shall indemnify, hold harmless and defend Principal and its agents against any claim, demand, suit, action or proceeding for any damage or loss, including, but not limited to, any property damage or personal injury which results either directly or indirectly from the Connections or arising out of any other work described herein.
- (b) The Connections shall be completed in a timely and professional and workmanlike manner and to the satisfaction of Principal as determined in its reasonable discretion.
- (c) Each of BC Chicago and Investments shall comply with all applicable laws, rules, regulations, ordinances and judicial and administrative decrees (collectively, "Laws") as related to the Connections and any other obligation set forth in this Easement Agreement and each of BC Chicago and Investments shall indemnify, hold harmless and defend Principal for any violation of any such Law.
- (d) BC Chicago shall install, at its sole cost and expense, a grease trap in accordance with any applicable Law on the Investments Property in order to prevent grease from entering the sewer main located on the Principal Property.
- (e) BC Chicago shall conduct an annual pressure cleaning of the sewer line on the Investments Property as well as the sewer line located on the Principal Property from the nearest upstream invert point above the point of the Connections and through the point of the Connections and extending to the connection with the municipal sewer main. BC Chicago shall

VOL PAGE 2433 635

provide Principal with evidence of the existence of a written service contract which indicates that such pressure cleanings will be completed on an annual basis.

- (f) In the event any blockage occurs to the sewer main located on the Principal Property, as determined by Principal in its sole reasonable discretion, it shall be presumed that said blockage was caused solely by the increased usage as related to the additional usage of BC Chicago unless BC Chicago submits clear and convincing evidence to the contrary in which case the burden will then shift to Principal. Absent such clear and convincing evidence, BC Chicago shall pay to Principal the sum of \$10,000 for each such blockage and shall, in addition, at its sole cost and expense, correct such blockage and pay any cleanup costs incurred by Principal. In the event that five or more blockages occur in the Principal Property, Principal shall have the sole exclusive right, in its reasonable discretion, to terminate this Easement Agreement and the rights and privileges granted hereunder.
- (g) In the event that either BC Chicago or Investments fails to properly maintain, fix or repair any work related in any way to the Connections or fails to perform any obligations set forth in this Easement Agreement, BC Chicago agrees that Principal shall have the right to maintain, fix and repair the Connections and any costs and expenses incurred by Principal, including an administrative fee of 15%, shall be paid on demand to Principal.
- (h) Each of BC Chicago and Investments shall indemnify, hold harmless and defend Principal and its agents for any loss, liability or damage arising out of BC Chicago's failure to adhere to or abide by any of the terms and conditions set forth in this Easement Agreement.
- (i) Any breach of any of the terms set forth in this Easement Agreement by either BC Chicago or Investments shall provide Principal with the authority to terminate this Easement Agreement without notice and any existing or future right of BC Chicago or Investments to enjoy the benefits of the Connections.
- 3. Term. The term of this Easement Agreement shall commence on the date this Easement Agreement is filed for record in the Recorder's Office of Racine County, Wisconsin and shall continue in perpetuity, unless sooner terminated by the consent of the parties hereto or their respective successors in interest or assigns or in conformity with this Easement Agreement or applicable Law.

- Warranty of Title. Principal represents and warrants that it has fee simple title to the Principal Property. Investments represents and warrants that it has fee simple title to the Investments Property.
- 5. Covenants Running with the Land. The Easement shall run with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.
- 6. Notices. Any notice required or permitted to be given by the terms of this Easement Agreement shall be given in writing delivered and by personal service or overnight courier or by mailing such notice by postage prepaid U.S. certified mail, return receipt requested, to Principal, BC Chicago and Investments, addressed as follows:

Principal Mutual Life Insurance If to Principal:

Company

c/o The Principal Financial Group Des Moines, Iowa 50392-0001 Attention: Gregory Brennan

BC Chicago, Inc. If to BC Chicago:

1801 North Mill Street

Suite R

Naperville, Illinois 60563 Attention: Thomas Jednorowicz

Richard J. Traub, Esq. with a copy to:

Pedersen & Houpt

161 North Clark Street

Suite 3100

Chicago, Illinois 60601

BC Real Estate Investments, Inc If to Investments:

c/o Boston Chicken, Inc. 14103 Denver West Parkway

P.O. Box 4086

Golden, Colorado 80401-4086 Attention: David G. Stanchak

Entire Agreement. This Easement Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No modification of this Easement Agreement shall be binding upon the parties hereto unless set forth in writing and signed by each of the parties hereto or their respective successors or assigns.

VOL PAGE 2433 637

- Severability. If any provision of this Easement Agreement is invalid or unenforceable, this Easement Agreement shall be divisible as to such provision and the remainder of this Easement Agreement shall be and remain valid and binding as though such provision were not included herein.
- Headings and Captions. Headings and captions in this Easement Agreement are for convenience of reference only and shall not limit or affect the meaning hereof.
- 10. Counterparts. This Easement Agreement may be executed in counterparts which, when taken together, shall constitute one and the same instrument.
- 11. Joint and Several Liability. The obligations of BC Chicago and Investments under this Easement Agreement shall be joint and several.
- 12. Assignment. This Easement Agreement shall not be assigned by either BC Chicago nor Investments without the prior written consent of Principal which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have executed and delivered this Easement Agreement as of the day and year first above written.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

PRINCIPAL:

PRINCIPAL MUTUAL LIFE INSURANCE

COMPANY

Print Name)

STEPPER C. STRANSIC COURSE

CLINT WCCDS, Coursel

VOL PAGE 2433 638

BC CHICAGO:

BC CHICAGO, INC.

By Manual Monace

It's PRESIDENT

INVESTMENTS:

BC REAL ESTATE INVESTMENTS, INC.

May Am Clark (Print Name)

Name

Its

Thomas R. Sprague

Vice President

(Print Name)

VOL PAGE 2433 639

STATE OF Colorado)
COUNTY OF Jefferson)

I, Manage Juneus, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Themash for and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the act of said as their own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth. GIVEN under my hand and notarial seal, this 22 day of Mancy Surrows

Nancy Burrows My Commission Expires: /~28.98 STATE OF Illenses COUNTY OF alu Page I, LENORA E. BOWEN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOHN MOPLOCK PRESIDENT of BC CHICAGO, INC. and _______, PRESIDENT OF said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such <u>President</u> and respectively appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth. GIVEN under my hand and notarial seal, this day of Marah, 1995. Lerora E. Bower My Commission Expires: OFFICIAL SEAL 6-13-96

LENDRA E. ROWEN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 13, 1996

VOL PAGE 2433 640

STATE OF TOWA)
COUNTY OF POLK

SS

I, BARRARA M. SEAMANDS, , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT STEPHEN G. SKRIVANEK, COUNSEL OF PRINCIPAL MUTUAL LIFE TAGURANCE COMPANY and CLINT WOODS.

COUNSEL Of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Counsel and Counsel and Counsel respectively appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 33 Rday of FEBRUARY , 1995.

Notary Public

My Commission Expires:

BARBARA M. SEAMANDS

MY COMMISSION EXPIRES

September 27, 1996

Barbara M. Seamands

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO: Richard J. Traub, Esq. Pedersen & Houpt 161 North Clark Street Suite 3100 Chicago, Illinois 60601-3224

Exhibit "A"

PARCEL I: The East 30 feet of Parcel I of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the Northwest 1/4 of the Southwest 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin. Part 13131 114 1 51-008-03-12-13-(54-00)

PARCEL II: Parcel 2 of Certified Survey Map No. 1256 recorded on Angust 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Deciment No. 1236708, being a division of a part of the Northwest 1/4 of the Southeast 1/4 and a part of the Northwest 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, EXCEPTING THEREFROM the following: Commence at the Northwest corner of Parcel 1 of said Certified Survey Map; thence North 89° 10′ 36° West 30 feet along the North line of Parcel 2; thence South 2° 07′ 30° East parallel with the West line of Parcel 1, 145 feet; thence 30° West 145 feet along the West line of Parcel 2 to the point of beginning. ALSO EXCEPTING THEREFROM: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, which is thence North 89° 10′ 36° West along the South line of said Parcel 2; Northwest corner of Icot 1, Block 4, Highland Village No. 2, a recorded subdivision, said 89° 10′ 36° West along the South line of said Parcel 2, 30.05 feet to the point being the place of beginning of the lands to be described; thence continuing North Block 4, Righland Village No. 2; thence North 2° 57′ 24° East along the West line of to the South line of said Parcel 2, 626.63 feet to a point on the east line of lot 1, said lot 3 extended, 28.00 feet to a point; thence South 89° 10′ 36° East, and parallel Block 4, Highland Village No. 2, extended; thence South 89° 10′ 36° East along said East line of Lot 1, line extended, 28.02 feet to the place of beginning. Said land being in the City of Racine, County of Racine, State of Wisconsin. fact of 1313 2-115

PARCEL III: All that part of the Southeast 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commercing at the Northeast corner of said Southeast 1/4; thence North 89° 10′ 36" West along the North line of said Southeast 1/4, 2150.57 feet; thence South 2° 07′ 30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 2° 07′ 30" East, 327.40 North 0° 49′ 24" East 74.14 feet; thence North 89° 10′ 36" West, 0.50 feet; thence on the centerline of an existing party wall; thence North 0° 49′ 24" East, along the centerline of said party wall, 145.18 feet; thence South 89° 10′ 36" East, 0.50 feet; thence North 0° 49′ 24" East, 10.07 feet; thence North 89° 10′ 36" West, 4.59 feet; thence North 0° 49′ 24" East, 62.05 feet; thence North 89° 10′ 36" West, 2.44 feet; thence North 0° 49′ 24" East, 35.53 feet; thence North 89° 10′ 36" East, 147.53 feet to state of Wisconsin. Said land being in the Town of Mt. Pleasant, County of Racine,

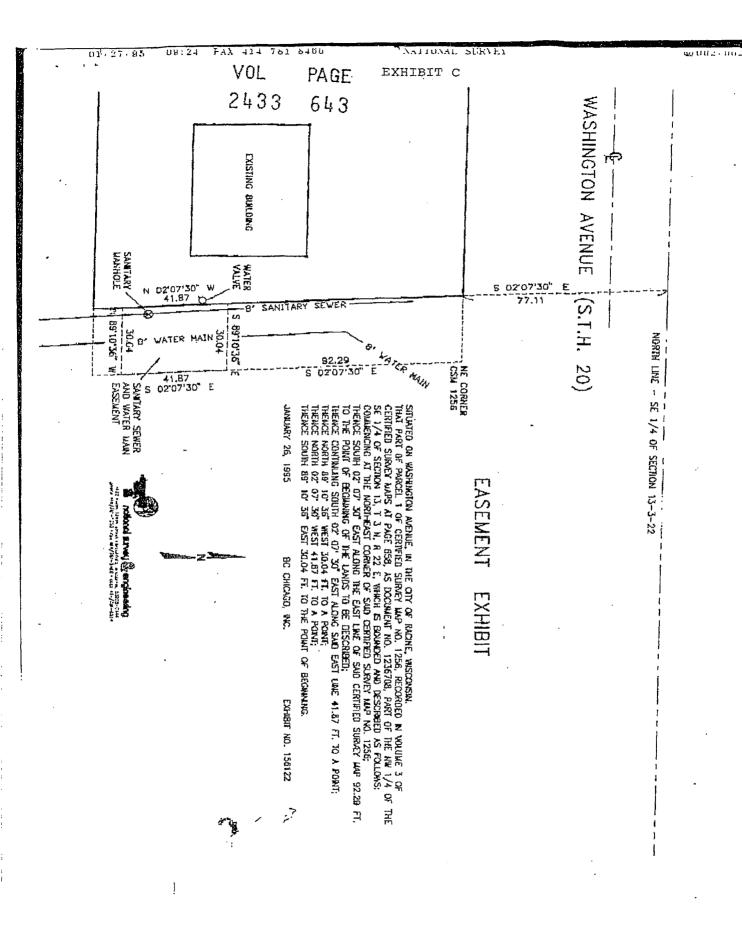
VOL PAGE 2433 642

EXHIBIT B

INVESTMENTS PROPERTY

Parcel 1 of Certified Survey Map No. 1256, recorded in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, except the East 30 feet thereof, part of the Northwest 1/4 of the Southeast 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

13132-114 + 51-008-03-22-13-154-001



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

Mt. Pleasut Storm Drainage District

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$103.00

\g\'

Return to Name and Address Below

Juliet Edwards Village of Mr. Pleasant

Racine W1 53406

5el attached percel

1isturg

Parcel ID Number(s)

RESOLUTION NO. 3-98

CERTIFICATION

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

Dated this 24th day of April, 2009.

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

RESOLUTION 3-98

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

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

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

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

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

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

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

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

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

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

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

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

Dated this 36th day of January, 1998

Approved:

Attest:

Thomas P. Melzer, Town Chair

Jøan 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.

RESTRICTIVE COVENANT

14-

Restrictive covenant executed December 30, 1987, by Frank P. Crivello ("Crivello") in favor of G.P. Schoenfelder. ("Schoenfelder").

RECITALS

- 1. Crivello is the owner of that certain real property located in the Town of Mt. Pleasant, Racine County, Wisconsin, described in Exhibit A attached hereto. Crivello has an option to purchase or right of first refusal on that certain real property described in Exhibit B attached hereto.
- 2. Schoenfelder is the owner of that certain real property located in the Town of Mt. Pleasant, Racine County, Wisconsin, described in Exhibit C attached hereto, on which real property a restaurant is operated under the Hardee's franchise name.
- 3. Crivello is the assignee of that certain offer to purchase dated December 3, 1987, and accepted, as countered and amended, December 7, 1987, ("the purchase contract") in which Schoenfelder is seller of that certain real property described in Exhibit D attached hereto ("the purchase property").

In consideration of the terms of the purchase contract, in consideration of the execution and delivery by Schoenfelder to Crivello of a deed to the purchase property, and in consideration of other valuable consideration, Crivello agrees as follows:

1. <u>Restrictive Covenant</u>. Crivello, on behalf of himself and his heirs, legal representatives and assigns agrees and covenants with Schoenfelder, and his heirs, legal representatives and assigns, that Crivello shall not construct or operate, or permit any tenant or occupant to construct or operate, on the purchase property or the real property descibed in Exhibits A and B any restaurant commonly described as a fast food restaurant substantially similar in operation to franchise-type operations such as Hardee's, McDonalds, Burger King, Taco Bell, and Wendy's. This restrictive covenant shall terminate at midnight on December 31, 1997.

 $\overline{}$

2. <u>Benefits and Burdens</u>. This restrictive covenant shall be binding upon Crivello and his successors and assigns and shall inure to the benefit of Schoenfelder and his successors and assigns. This

agreement shall be construed to create covenants running with the lands described herein.

Dated December 30, 1987.

Frank P. Crivello

Signature of Frank P. Crivello/authenticated this 30th day of nber, 1987.

December, 1987.

Member, State Bar of Wisconsin

This document drafted by:

James W. Hill

RETURN TO: THOMPSON & COATES, LTD. Box 59

EXHIBIT	"A"

I. The East 30 feet of Parcel I of Certified Survey Map No. 1256

recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4. 1987

In Volume 3 of Certified Survey Maps, page 658-661, as Document No. 1236708

, being a division of a part of the Northwest I/4 of the Southeast I/4 and a part of the Northeast I/4 of the Southwest I/4 of Section I3, Township 3 North, Range 22 East, In the Town of Mt. Pleasant and City of Racine, Racine County, Wisconsin.

2. Parcel 2 of Certified Survey Map No. 1256, recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4, 1987, in Volume 3 of Certified Survey Maps, page 658-661, as Document No. 1236708, being a division of a part of the Northwest I/4 of the Southwest I/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant and City of Racine, Racine County, Wisconsin, EXCEPTING THEREFROM the following: Commence at the Northwest corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°07'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the Southwest corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning.

51-008-03-22-13-154-005 13132-95 13132-102

EXHIBIT	IIB11
FXHIRII	

- I. The West 194.04 feet of Parcel I of Certified Survey Map No. 1256, recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4. 1987 in Volume 3 of Certified Survey Maps, page 658-661, as Document No. 1236708, being a division of a part of the Northwest I/4 of the Southeast I/4 and a part of the Northeast I/4 of the Southwest I/4 of Section I3, Township 3 North, Range 22 East, in the Town of Mt. Pleasant and City of Racine, Racine County, Wisconsin.
- 2. Part of Parcel 2 of Certified Survey Map No. 1256 , recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4, 1987 , in Volume 3 of Certified Survey Maps, page 658-661, as Document No. 1236708 , being a division of a part of the Northwest 1/4 of the Southeast 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant and City of Racine, Racine County, Wisconsin, described as follows: Commence at the Northwest corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 89°10'36" East parallel with the West line of Parcel 1, 145 feet; thence North 2°07'30" East 30 feet to the Southwest corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning.

51-008-03-22-13-154-001 13132-114 That part of the South East One-quarter (1/4) and the South West One-quarter (1/4) of Section Thirteen (13), Township Three (3) North, Range Twenty-three (23) East, described as follows: Commence on the East and West 1/4 line of said Section at a point that is located North 86° 58' West 2,611.62 feet from the East 1/4 corner of said Section; thence South 77.11 feet to the intersection of the South line of Wisconsin State Trunk Highway 20 and the Easterly right-of-way line of the Green Bay Road; thence South 47° 27' West 153.85 feet along the Easterly right-of-way line of the Green Bay Road; thence South 18° 29' West Easterly right-of-way line to the point of beginning of this description; thence run South 86° 58' East 125.54 feet; thence South 03° 02' West 150.00 feet; thence North 86° 58' West 167.00 feet to the Easterly right-of-way line of the Green Bay Road; thence North 18° 29' East 155.62 feet along said Easterly right-of-way line to the point of beginning of this description. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Code: 51-008-03-22-13-158-000

All that part of the Southeast 1/4 of Section 13, Town 3 North, Range 22 East In the Town of Mount Pleasant, Racine County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said Southeast 1/4; thence N 89°10'36" W along the North line of said Southeast 1/4, 2150.57 feet; thence S 2°07'30" E, 419.46 feet to the place of beginning of the lands to be described; thence continuing S 2°07'30" E, 327.40 feet; thence N 89°10'36" W and parallel to said North line, 157.34 feet; thence N 0°49'24" E 74.14 feet; thence N 89°10'36" W, 0.50 feet to a point on the centerline of an existing party wall; thence N 0°49'24" E, along the centerline of said party wall, 145.18 feet; thence S 89°10'36" E, 0.50 feet; thence N 0°49'24" E, 10.07 feet; thence N 89°10'36" W, 4.59 feet; thence N 0°49'24" E, 62.05 feet; thence N 89°10'36" W, 2.44 feet; thence N 0°49'24" E, 35.53 feet; thence S 89°10'36" E. 147.53 feet to the place of beginning.

Tax Parcel No. 51-008-03-22-13-171-000

Register's Office

Racine County, Wis.

Received for Rocord 30 day day o'clock M. and recorded in Volume

of Decards on page (C)

Helen M. Schutten

Register of Decds

VOL 1896 PAGE 622

AGREEMENT WITH RESPECT TO RESTRICTIVE COVENANT

THIS AGREEMENT is entered into on April 20 by and between G. P. Schoenfelder ("Schoenfelder") and Roger H. Hoff ("Hoff").

RECITALS

- Frank P. Crivello and Schoenfelder have entered into the attached Restrictive Covenant which relates to the attached Certified Survey May No. 1256.
- Roger H. Hoff is an owner of Gordon Enterprises, Inc. which is a tenant of Schoenfelder for the Hardees' fast Food Restaurant located on Exhibit C which is referred to in the attached Restrictive Covenant.
- It is the intention of the parties hereto that so long as Roger H. Hoff is associated with Gordon Enterprises, Inc. as the operator of the Hardees' Fast Food Restaurant at the site located at Exhibit C that said Restrictive Covenant shall be for the benefit of Roger H. Hoff and Gordon Enterprises, Inc. and shall not be changed or modified without the consent of Roger H. Hoff.

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged by Schoenfelder, it is agreed as follows:

the benefit of the attached Restrictive That Covenant shall flow to Roger H. Hoff and Gordon Enterprises, Inc. and said benefit is assigned, on a non-exclusive basis, by Schoenfelder to Roger H. Hoff and Gordon Enterprises, Inc. so long as Roger H. Hoff and/or Gordon Enterprises, Inc. operates a fast food restaurant at said location. Said Restrictive Covenant shall not be changed or modified without the consent of Roger H. Hoff.

Register's Office Racine County, Wis. Received for Record 10dh o'clock P M and recorded in Volume 1912 of Person On page 366 377

Thelen M. Schutter

choenfelder

VOL 1912 PAGE 366

STATE OF WISCONSIN)

COUNTY OF RACINE)

Personally came before me on <u>April 20</u>, 1988, the above named Roger H. Hoff, to me known to be the person who executed the foregoing instrument and acknowledged the same.

* Linda J. Poikonen

Notary Public, Racine County, WI

My commission of 12-88-88

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

STATE OF ARIZONA)

COUNTY OF MARICOPA)

Personally came before me on Light 28, 1988, the above named G. P. Schoenfelder, to me known to be the person who executed the foregoing instrument and acknowledged the same.

* Mitry St HINGONI Notary Public, Maricopa County, AZ

My commission 100.14 1988

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

THIS DOCUMENT DRAFTED BY: ROGER H. HOFF 16gor-a

X. Auf

RESTRICTIVE COVENANT

Restrictive covenant executed December 30, 1987, by Frank P. Crivello ("Crivello") in favor of G.P. Schoenfelder. ("Schoenfelder"),

RECITALS

- 1. Crivello is the owner of that certain real property located in the Town of Mt. Pleasant, Racine County, Wisconsin, described in Exhibit A attached hereto. Crivello has an option to purchase or right of first refusal on that certain real property described in Exhibit B attached hereto.
- 2. Schoenfelder is the owner of that certain real property located in the Town of Mt. Pleasant, Racine County, Wisconsin, described in Exhibit C attached hereto, on which real property a restaurant is operated under the Hardee's franchise name.
- 3. Crivello is the assignee of that certain offer to purchase dated December 3, 1987, and accepted, as countered and amended, December 7, 1987, ("the purchase contract") in which Schoenfelder is seller of that certain real property described in Exhibit D attached hereto ("the purchase property").

In consideration of the terms of the purchase contract, in consideration of the execution and delivery by Schoenfelder to Crivello of a deed to the purchase property, and in consideration of other valuable consideration, Crivello agrees as follows:

- 1. Restrictive Covenant. Crivello, on behalf of himself and his heirs, legal representatives and assigns agrees and covenants with Schoenfelder, and his heirs, legal representatives and assigns, that Crivello shall not construct or operate, or permit any tenant or occupant to construct or operate, on the purchase property or the real property descibed in Exhibits A and B any restaurant commonly described as a fast food restaurant substantially similar in operation to franchise-type operations such as Hardee's, McDonalds, Burger King, Taco Bell, and Wendy's. This restrictive covenant shall terminate at midnight on December 31, 1997.
- 2. Benefits and Burdens. This restrictive covenant shall be binding upon Crivello and his successors and assigns and shall inure to the benefit of Schoenfelder and his successors and assigns. This

agreement shall be construed to create covenants running with the lands described herein.

Dated December 30, 1987. acty en Fait

AUTHENTICATION

Signature of Frank P. Crivello/authenticated this 30th day of nber, 1987.

December, 1987.

Member, State Bar of Wisconsin

This document drafted by:

James W. Hill

RETURN TO: THOMPSON & COATES, LTD. Box 59

EXHIBIT	¹¹ A ¹¹
---------	-------------------------------

I. The East 30 feet of Parcel I of Certified Survey Map No. 1256

recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4, 1987

In Volume 3 of Certified Survey Maps, page 658-661, as Document No. 1236708

, being a division of a part of the Northwest I/4 of the Southwest I/4 of Section I3, Township 3 North, Range 22 East, in the Town of Mt. Pleasant and City of Racine, Racine County, Wisconsin.

2. Parcel 2 of Certified Survey Map No. 1256, recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4, 1987, in Volume 3 of Certified Survey Maps, page 658-661, as Document No. 1236708, being a division of a part of the Northwest I/4 of the Southeast I/4 and a part of the Northeast I/4 of the Southwest I/4 of Section I3, Township 3 North, Range 22 East, in the Town of Mt. Pleasant and City of Racine, Racine County, Wisconsin, EXCEPTING THEREFROM the following: Commence at the Northwest corner of Parcel I of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°07'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the Southwest corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning.

TS. # 13132-102

008-03-22 -13-154-005

I. The West 194.04 feet of Parcel I of Certified Survey Map No. 1256
recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4. 1987 In Yolume 3 of Certified Survey Maps, page 658-661, as Document No. 1236708 being a division of a part of the Northwest I/4 of the Southeast I/4 and a part of the Northeast I/4 of the Southwest I/4 of Section I3, Township 3 North, Range 22 East, In the Town of Mt. Pleasant and City of Racine, Racine County, Wisconsin.

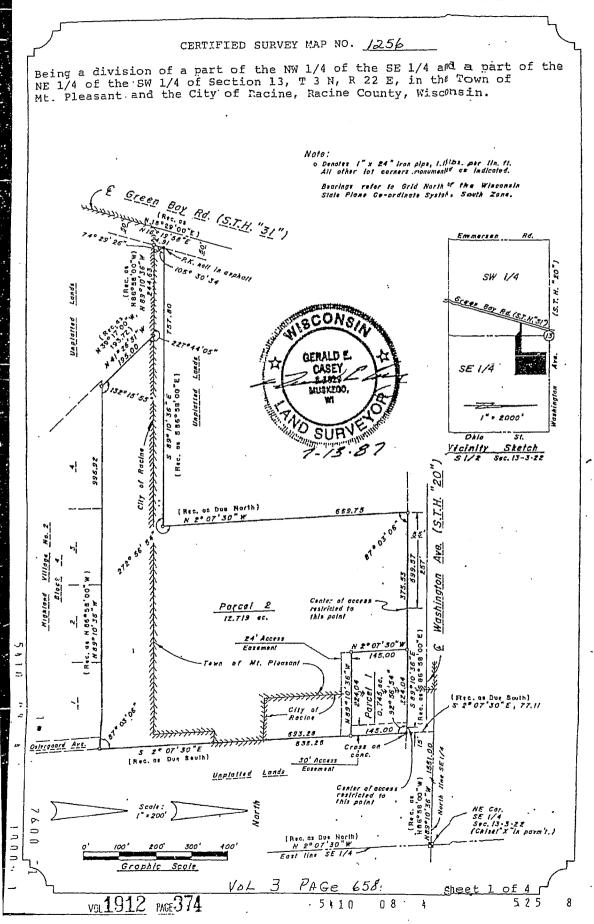
2. Part of Parcel 2 of Certified Survey Map No. 1256, recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4, 1987, in Volume 3 of Certified Survey Maps, page A58-661, as Document No. 1236708, being a division of a part of the Northwest 1/4 of the Southeast 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant and City of Racine, Racine County, Wisconsin, described as follows: Commence at the Northwest corner of Parcel 1 of said Certified Survey thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 89°10'36" East 30 feet to the Southwest corner of Parcel 1, 145 feet; thence North 2°07'30" East parallel with the West line of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning.

T.S.# 13132-114 008-03-22-154-801 That part of the South East One-quarter (1/4) and the South West One-quarter (1/4) of Section Thirteen (13), Township Three (3) North, Range Twenty-three (23) East, described as follows: Commence on the East and West 1/4 line of said Section at a point that is located North 86° 58' West 2,611.62 feet from the East 1/4 corner of said Section; thence South 77.11 feet to the intersection of the South line of Wisconsin State Trunk Highway 20 and the Easterly right-of-way line of the Green Bay Road; thence South 47° 27' West 153.85 feet along the Easterly right-of-way line of the Green Bay Road; thence South 18° 29° West Easterly right-of-way line to the point of beginning of this description; thence run South 86° 58' East 125.54 feet; thence South 03° 02' West 150.00 feet; thence North 86° 58' West 167.00 feet to the Easterly right-of-way line of the Green Bay Road; thence North 18° 29' East 155.62 feet along said Easterly right-of-way line to the point of beginning of this description. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Code: 51-008-03-22-13-158-000

All that part of the Southeast I/4 of Section I3, Town 3 North, Range 22 East in the Town of Mount Pleasant, Racine County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said Southeast I/4; thence N 89°10'36" W along the North line of said Southeast I/4, 2150.57 feet; thence S 2°07'30" E, 419.46 feet to the place of beginning of the lands to be described; thence continuing S 2°07'30" E, 327.40 feet; thence N 89°10'36" W and parallel to said North line, 157.34 feet; thence N 0°49'24" E 74.14 feet; thence N 89°10'36" W, 0.50 feet to a point on the centerline of an existing party wall; thence N 0°49'24" E, along the centerline of said party wall, 145.18 feet; thence S 89°10'36" E, 0.50 feet; thence N 0°49'24" E, 10.07 feet; thence N 89°10'36" W, 4.59 feet; thence N 0°49'24" E, 62.05 feet; thence N 89°10'36" W, 2.44 feet; thence N 0°49'24" E, 35.53 feet; thence S 89°10'36" E, 147.53 feet to the place of beginning.

Tax Parcel No. 51-008-03-22-13-171-000



CERTIFIED SURVEY MAP NO. 1256

being a division of a part of the NW 1/4 of the SE 1/4 and part of the NE 1/4 of the SW 1/4 of Section 13, T 3 N, R 22 E, in the Town of Mt. Pleasant and the City of Racine, Racine County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN) SS RACINE COUNTY)SS

I, Gerald E. Casey, a registered land surveyor, do hereby certify that I have surveyed, divided and mapped a part of the NW 1/4 of the SE 1/4 and a part of the NE 1/4 of the SW 1/4 of Section 13, T 3 N, R 22 E, in the Town of Mt. Pleasant and the City of Racine, Racine County, Wisconsin, which is bounded and described as follows: Commencing at the East 1/4 corner of said Section 13; thence North 89° 10' 36" West along the East-West 1/4 line of said Section 13, 1551.00 feet; thence South 2° 07' 30" East, 77.11 feet to a point on the South line of Washington Avenue (S.T.H. "20"), said point being the place of beginning of the lands to be described; thence continuing South 2° 07' 30" East, 838.28 feet to a point on the North line in Eighland Village No. 2, a recorded subdivision; thence North 89° 10' 36" West along said North line and parallel to said East-West 1/4 line, 996.92 feet; thence North 41° 26' 31" West, 195.00 feet; thence North 89° 10' 36" West and parallel to said East-West 1/4 Section line, 244.63 feet to a point on the East line of Green Bay Road, (S.T.H. "31"); thence North 16° 19' 58" East along said East line, 24.91 feet; thence South 89° 10' 36" East and parallel to said East-West 1/4 Section line, 757.80 feet; thence North 2° 07' 30" West, 669.75 feet to a point on the South line of said Washington Avenue; thence South 89° 10' 36" East along said South line and parallel to said East-West 1/4 Section line, 599.57 feet to the place of beginning. Said lands containing 13.464 acres more or less.

That I have made this survey, land division and map by the direction of Constance Papas Bacaintan and John Dassios, as Trustees of the Trust created under the Last Will and Testament of Spiro J. Papas, Deceased, owner of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision regulations of the Town of Mt. Pleasant in surveying, dividing and mapping the same.

Gerald E. Casey Registered Land Surveyor S-1329



Sheet 2 of 4

CERTIFIED SURVEY MAP NO. 1256

being a division of a part of the NW 1/4 of the SE 1/4 and a part of the NE 1/4 of the SW 1/4 of Section 13, T 3 N, R 22 E, in the Town of Mt. Pleasant and the City of Racine, Racine County, Wisconsin.

TOWN OF MT. PLEASANT APPROVAL

Approved as a Certified Survey Map this 4th day of Congress

Town Clerk

Racine County

Town of Mt. Pleasant

CITY OF RACINE APPROVAL

This Certified Survey Map is hereby approved by the City of Racine Planning Commission on this 29th day of 4/4/27

Thomas N. Wright Directo

RACINE COUNTY APPROVAL

This Certified Survey Map is hereby approved by the Racine County Planning and Development Committee on this 20th day of July 1987.

Arnold L. Clement, Director County Flanning and Development Committee



Sheet 3 of 4

CERTIFIED SURVEY MAP NO. 1256

being a division of a part of the NW 1/4 of the SE 1/4 and part of the NE 1/4 of the SW 1/4 of Section 13, T 3 N, R 22 E, in the Town of Mt. Pleasant and the City of Racine, Racine County, Wisconsin.

OWNER'S CERTIFICATE OF DEDICATION

As Trustees of the Trust created under the Last Will and Testament of Spiro J. Papas, Deceased, we hereby certify that we have caused the land described above to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of the Town of Mt. Pleasant, the City of Racine and Chapter 236 of the Wisconsin Statutes.

Town of Mt. Pleasant, the City of Wisconsin Statutes.	Racine and Chapter 236 Of the
WITNESS the hands and seals of said July , 19 87	d Trustees this 29th day of
IN THE PRESENCE OF:	:
	Constance Papas Bacaintan
	John Dassios
STATE OF ILLINOIS:) COOK COUNTY)SS	Address of Papas Trust 230 N. Michigan Chicago, Illinois 60601
PERSONALLY came before me this 2 the above named Constance Papas Ba the Trust created under the Last W Deceased, to me known to be the pe instrument and acknowledged the sa Notary Public, H. Reed Harris State of Illinois.	Will and Testament of Spiro J. Papas, ersons who executed the foregoing
My Commission Expires December 4,	1989
This instrument was drafted by Gerald E GERALD E CASE 5-1329	Received for Record A.P. 1987 at 1233
MUSKEGO, OT	of CSM on page 658-661

Sheet 4 of 4

VOL 3 PAGE 661

7-13.87

ASSIGNMENT OF RIGHTS UNDER RESTRICTIVE COVENANT

Assignment executed by G.P. Schoenfelder ("Schoenfelder") in favor of Donald A. Gordon, Jr., Roger H. Hoff, and David Witcraft ("Purchasers").

Recitals

- 1. Schoenfelder is the owner of that certain real property located in the Town of Mt. Pleasant, Racine County, Wisconsin, described in Exhibit A attached hereto, on which real property a restaurant is operated under the Hardee's franchise name ("Restaurant Property").
- 2. Purchasers have agreed to purchase the Restaurant Property from Schoenfelder and Schoenfelder has agreed to assign to Purchasers all of Schoenfelder's remaining rights in the following described Restrictive Covenant.
- 3. On December 30, 1987, Frank P. Crivello executed and delivered to Schoenfelder a certain Restrictive Covenant benefiting the Restaurant Property, which Restrictive Covenant was recorded in the office of the Racine County Register of Deeds on December 30, 1987, in Volume 1896 of Records, pages 617-622, as Document #1247184.
- 4. On April 20, 1988, Schoenfelder executed and delivered to Roger H. Hoff and Gordon Enterprises, Inc., tenant of the Restaurant Property, a certain agreement with respect to the above described Restrictive Covenant, which agreement was recorded in the office of the Racine County Register of Deeds on May 10, 1988, in Volume 1912 of Records, pages 366-377, as Document #1255871.

In consideration of the purchase by Purchasers from Schoenfelder of the Restaurant Property described in the Exhibit A, it is agreed as follows:

- 1. <u>Assignment of Restrictive Covenant</u>. Schoenfelder irrevocably assigns to Purchasers all remaining rights which Schoenfelder may have in that certain Restrictive Covenant dated December 30, 1987, executed by Frank P. Crivello in favor of Schoenfelder and recorded in the office of the Racine County Register of Deeds on December 30, 1987, in Volume 1896 of Records, pages 617-622, as Document #1247184.
- 2. <u>Parties Bound</u>. This assignment shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

Dated April 3, 1992.

C)

2

co

G.P. Schoenfelder

TVOE 2144 FACE 400

AUTHENTICATION

Signature of G.P. Schoenfelder authenticated this 13th day of April, 1992.

James W. Hill Member, State Bar of Wisconsin

This document drafted by:

James W. Hill

After recording return to:

Attorney Timothy P. Crawford

That part of the Southeast 1/4 and the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, described as follows: Commence on the East and West 1/4 line of said Section at a point that is located North 86°58! West 2611.62 feet from the East 1/4 corner of said Section; thence South 77.11 feet to the intersection of the South line of Wisconsin State Trunk Highway #20 and the Easterly right-of-way line of the Green Bay Road; thence South 47°27! West 153.85 feet along the Easterly right-of-way line of the Green Bay Road; thence South 18°29! West 68.56 feet along said Easterly right-of-way line to the point of beginning of this description; thence run South 86°58! East 125.54 feet; thence South 03°02! West 150.00 feet; thence North 86°58! West 167.00 feet to the Easterly right-of-way line of the Green Bay Road; thence North 18°29! East 155.62 feet along said Easterly right-of-way line to the point of beginning of this description. Said land being in the Town of Mt. Pleasant, County of Racine and State of Wisconsin.

Tax Parcel No. 51-008-03-22-13-158-000

Exhibit A

REGISTER'S OFFICE SS RACINE COUNTY, WIY SS RECORDED______

'92 APR 20 AN 108

VOL 2144 PAGE 400-402

idio

796863

COVENANT AND AGREEMENT

The undersigned owners hereby warrant that each, individually and in his own right, owns a portion of the following described land, and that their various ownerships together comprise the following described land in its entirety-

In order to further the orderly layout and use of land; to lessen congestion in the streets and highways; to provide for proper ingress and egress; and to provide for the safety of travel upon and entrance into and departure from the state trunk highways designated as S.T.H. 20 and S.T.H. 31, all in accordance with the provisions of Chapter Hy. 31, Wisconsin Administrative Code, the undersigned owners of the following described land in the south half of Section 13, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin.

Hereby covenant and agree as follows:

Commence in the east and west one-quarter line of Section 13, Township 3 North, Range 22 East, at a point which is 482 feet south 86° 58' East of the center of said section; thence South 77.11 feet to the point of beginning of this description in the south right of way line of S.T.H. 20; thence North 86° 58' West 461.05 feet along the south right of way line of S.T.H. 20; thence South 47° 27' West 153.85 feet along the southeasterly right of way line of S.T.H. 20 and S.T.H. 31; thence South 18° 29' West .604.89 feet along the east right of way line of S.T.H. 31; thence South 86° 58' East 766.58 feet; thence North 693.78 feet to the point of beginning.

- I. Driveways shall be authorized with centerlines located as follows:
 - A. To S.T.H. 20.
 - ✓1. Approximately 174 feet easterly of the centerline of S.T.H. 31.
 - 2. Approximately 250 feet easterly of said centerline.
 - 3. Approximately 350 feet easterly of said centerline.
 - 4. Approximately 450 feet easterly of said centerline.

There shall be no lateral access or approaches within 50 feet of the south right of way line of S.T.H. 20 across the property line immediately easterly of driveway A.l. Said property line being 218 feet easterly of the center line of S.T.H. 31 nor will there be any access across the property line, within 50 feet of the south right of way line of S.T.H. 20. Said property line being immediately westerly of driveway A.4. and 380 feet easterly of the center line of S.T.H. 31

- B. T. S.T.H. 31..
 - 1. Approximately 218 feet southerly of the centerline of S.T.H. 20.
- 2. Approximately 407 feet southerly of said centerline.
- 3. Approximately 751 feet southerly of said centerline (the south line of this driveway is to be located on the south line of the above described land).

There shall be no lateral access or approaches to aforesaid driveway B.2. within 50 feet on the north side thereof and to aforesaid driveway B.3. within 100 feet of the easterly right of way line of S.T.H. 31.

vol 883 PARE 297

VOL 883 PAGE 298

- II. Wherever the provisions of this instrument prohibit lateral access and approaches within specified areas, owners shall take all necessary actions, by erecting, reinforcing, enlarging, strengthening and/or maintaining such barriers as are necessary and adequate to effectively enforce such prohibitions against themselves and all other parties.
- III. There shall be no additional access between the above described lands and S.T.H. 20 and S.T.H. 31.
- IV. By acceptance of this instrument, the State of Wisconsin (State Highway Commission) releases so much of the access restrictions contained in that certain agreement recorded in Volume 767 of Records at page 40, Document No. 746431, Racine County Registry, and that certain Warranty Deed recorded in Volume 770 of Records at page 64. Document No. 747725, Racine County Registry, as will recognize and authorize driveway I.B.3 described herein.
- V. Failure of owners to perform any of the provisions of this Covenant and Agreement shall constitute forfeiture of the owners' benefits, rights and privileges described herein; however, such failure and forfeiture shall in no way affect the benefits, rights and privileges of the State of Wisconsin (State Highway Commission) under the terms of this instrument. Upon such failure, the State of Wisconsin (State Highway Commission) may, at its sole option, take such steps as it deems necessary to enforce, preserve and protect its benefits, rights and privileges accruing under the terms of this instrument
- VI. This Covenant and Agreement shall bind the owners, their heirs, successors, legal representatives and assigns, and shall run as a covenant with the land. Owners acknowledge full consideration from the State Highway Commission of Wisconsin.

Witnessed by: Alan D. Finhing 6. A. Holmin	Dated this 2n A day of 1965. 9. Schoenfelder G. P. Schoenfelder
Draige De Tolse, Lillian M. Kolin	SEARS, ROBBUCK AND CO., CHICAGO, ILLINOIS W. G. Skoning, Property Manager
Jan Valier	Spiro J. V Papas

STATE OF MINNESOTA)

COUNTY OF HENNEPIN.

On this day of September, 1965, before me, a Notary Public within and for said County, personally appeared G. P. Schoenfelder, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

ETHEL NORRING Motory Puells, Hennepin County, Min My Commission Expison Man 8, 1971.

STATE OF ILLINOIS

COUNTY OF COOK

SS

On the ______ day of September, 1965, before came W. G. Skoning, personally known to me to be the same person who subscribed the foregoing instrument on behalf of Tenant, who being by me duly sworn, did depose and say that he resides in Kane County, Illinois; that he signed, sealed and delivered the said instrument as the free and voluntary act of Tenant for the uses and purposes therein set forth; that he is the Property Manager of SEARS, ROEBUCK AND CO., the corporation described in and which executed the above instrument as Tenant; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that he signed his name therto by like authority.

My commission expires:

my commission expires red. 18, 1967

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me, this and day of september 1965, the above name SPIRO J. PAPAS, to me known to be the person who executed the foregoing instrument and acknowledged the same

THIS INSTRUMENT WAS DRAFTED PYTERS
STATE HIGHWAY COMMISSION OF WISCOMER

Notary Public, Cook County, Illinois My Commission expires 14402 1967

Register's Office Racine County, Wis. SS

Received for Record Date day of Clock A.D. 195 at 200 o'clock A.D. 195 at 200

VGI 883 PAGE 299

3. 5 Stanley J. Bealecki

IN CONSIDERATION of the sum of One and no/100 Dollars (\$1,00), the undersigned. For themselves, their heirs, successors and assigns, grant and convey unto the Wisconsin Telephone Company and unto the Wisconsin Electric Power Company, their successors and assigns, the following described rights:

To place and maintain poles, wires, cables, subway construction, anchors together with down guys and other appliances necessary in the conduct of their business on, over, beneath and within the West 10 feet of the East 27 feet of land owned by the Grantors and described as follows:

That part of the S.E. 1/4 of Section 13, Township 3 North, Range 22 East in the Town of Mount Pleasant, Racine County, Wisconsin; begin on the East and West 1/4 Line of said Section 13 that is located Westerly 1551.00 feet from the East 1/4 corner of said Section; run thence South 600.00 feet parallel to the East Line of said Section; thence Westerly 811.00 feet parallel to the said East and West 1/4 Line; thence North 271.90 feet parallel to the said East Line; thence North 89°261 West 158, 30 feet; thence North 78°58' West 295, 42 feet to the Center Line of Green Bay Road (S. T. H. 31); thence North 19° 27' East 42.16 feet along the Center line of said road to a point in the Center Line of said road that is located Northeasterly 608, 52 feet along said Center Line from the Southeast corner of parcel conveyed by Olson to Elsner by deed recorded in the office of the Register of Deeds for Racine County, Wisconsin, in Volume 337 of Deeds on page 513; thence South 78°58' East 284.83 feet; thence South 89° 26' East 154.65 feet; thence North 288, 10 feet to the East and West 1/4 Line; thence Easterly 811, 00 feet along the said East and West 1/4 Line to the point of beginning.

The rights herein granted may be assigned by the grantee in whole-or-in-part.

If the greators, their heirs, successors and assigns, creek any structure or make any improvements on said and that they deem would require the rejucation of said equipment, said grantee, its successors and assigns shall so relocate said equipment at its expense after reasonable notice in writing has been given as to the necessity for such work.

notice in writing has been g	iven as to th	e necessity for s	uch work.		٠
Signed this 67H day of N	larel	••	·····		
WITNESS:) Boss Froncs Van	1.00	S. J. Papas Constance Pap	de (SI	EAL) (SEAL)	
STATE OF Minto County of County Personally appear	ss.				
Who F		s.J. Papas		:	
Constance Papas				щ, ; "	
executed the instrument and		•	Madis Wild		
	Notary Pu	g on (1) s Pronos blic, hecag	ronos o Ollina		
This instrument Drafted by Wisconsin Tslephiche Co.	My commi	ssion expires	1424.	1963.	
	M Walder in the second second second second			<u>.</u>	4
EASTMENT FINO J. PAPAS and CONSTANCE NPAS, TO TO SCONSIN TELEPHONE COMPANY NISCONSIN TELEPHONE COMPANY NISCONSIN TELEPHONE COMPANY	OMPANY	-7(1. 1 21.	Figure Carte Service Control of the		1,50 Elle Tellebone 80

770846

Register's Office
Racina County, Wis,
Received for Record day of
O'cloca F. M. and relorded in Volume Day
of Land of Land on page 3.25 6.0

EASEMENTS AND MEMORANDA Starley F. Bis

OF

COVENANTS AND OPTIONS.

These are easements and memoranda of other covenants, options and restrictions respecting the use of the real estate described in the Riders attached, numbered One and Two, and respecting the use of real estate herein described, made this 29th day of May, 1964, between SEARS, ROEBUCK AND CO., a New York corporation, hereinafter called the Grantor, and SPIRO J. PAPAS and CONSTANCE PAPAS, his wife, hereinafter called the Grantees.

1. Easement.

The Grantor, for itself, its successors and assigns, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration to it in hand paid by the Grantees, has given and granted and by these presents does give, grant, bargain, sell and convey to the Grantees, their heirs and assigns, an easement for the benefit of the Grantees, their customers and invitees, to enter upon and exit from the real estate described in Rider number One attached (hereinafter called "Grantor's real estate"), for purposes of ingress and egress to the real estate described in Rider number Two attached (hereinafter called Grantees' real estate), to park vehicles on Grantor's parking lot and to use freely and

VIL 821 MGE 595

621-595

May 29, 1964

without restriction the parking spaces, walkways and driveways which are now or may hereafter be located on Grantor's real estate, or which may at any time provide ingress and egress thereto.

These easements are to benefit the Grantees, their heirs and assigns, in the use of the Grantees' real estate and it is intended, and the Grantor agrees, that there shall be free and unrestricted interchange of vehicular and pedestrian traffic between Grantor's real estate and Grantees' real estate.

2. Covenants.

The grantor, for itself, its successors and assigns, for the consideration stated, covenants and agrees as follows:

(a) Except as otherwise specifically provided in an Easement Agreement between the Grantor and Grantees dated May 12, 1964, which agreement is hereby incorporated by reference, Grantor will not, during the term of this agreement, erect any building, structure or fence in the area described as follows:

Commencing at the Northeasterly corner of Grantor's real estate; thence Southwardly along the Easterly boundary of Grantor's real estate a distance of 275 feet; thence Westwardly on a line parallel with the Northerly boundary of Grantor's real estate a distance of 150 feet; thence Northwardly on a line parallel with the Easterly boundary of Grantor's real estate a distance of 275 feet to the Northerly boundary of Grantor's real estate; thence Eastwardly along the Northerly boundary of Grantor's real estate a distance of 150 feet to the place of beginning.

- (b) Grantor will cause to be constructed upon Grantor's real estate a building or buildings for the occupancy and use by Grantor for the conduct and operation of a retail store and for the storage and sale of general merchandise, and at the option of Grantor for the conduct and operation of an automobile service station, and further covenants and agrees that the south and west walls of said building or buildings will be constructed in a neat and attractive manner.
- estate facilities for the parking of automobiles, consisting of parking stalls, access driveways and walkways and landscaped areas. Grantor will grade and pave its parking lot with an appropriate compacted and hard surface material and shall install in and upon such lot all necessary drainage, equipment and lighting fixtures. Grantor will keep said parking lot in good order and repair and reasonably free of debris, ice and snow so as to facilitate the easement rights and privileges of the Grantees as hereinbefore set forth. In the event Grantor fails to so maintain said parking lot, Grantees shall have the right to do so at Grantor's expense. The parking lot as so constructed on Grantor's real estate shall be of an area not less

than three times the area of all of the floors of the buildings on the Grantor's real estate, excluding areas used as penthouses, outside selling areas, automobile service station, and warehouse space.

(d) Grantor will grant to the appropriate governmental agencies and to public utility companies any and all easements as may be necessary or reasonably required for the installation of public utility lines, wires, pipes, conduits and poles, and Grantees, at their expense, may connect to any such utility lines, wires, pipes, conduits and poles located on the Grantor's real estate.

3. Options.

By contract for sale and purchase of real property between

Grantor and Grantees dated May 12, 1964, Grantor has given to the Grantees
an option with respect to the purchase of Grantor's real estate by the Grantees.

The terms and conditions of said option are incorporated herein by reference
and record notice is hereby given of Grantees' rights thereunder. The source
of information with respect to Grantees' rights in Grantor's real estate is the
office of the Grantee, 220 South State Street, Suite 714, Chicago, Illinois.

4. Term.

The easements herein contained and the covenants and restrictions herein contained and as contained in the May 12th, 1964 Agreement,

incorporated herein, shall terminate on March 15, 2007 and thereupon all of the rights and obligations of the Grantors shall expire and be of no further force or effect whatever except that the term of any easement for utility lines, wires, pipes, conduits and poles given by Grantor as herein covenanted shall be perpetual but shall be subject to relocation or lapse for non-user.

5. Benefits and Burdens.

These easements, covenants, options and restrictions are for the benefit of the Grantees, their heirs and assigns, in the use of Grantees¹ real estate and shall be binding upon the Grantor, and its successors and assigns, and shall be a burden upon Grantor¹s real estate. The covenants, options and restrictions as set forth herein are a memoranda of (for purposes of record notice) and not a substitution for nor modification of the Easement Agreement or the contract for purchase and sale between the Grantor and Grantees dated May 12, 1964.

· IN WITNESS WHEREOF the Grantor has executed this document this 29th day of May, 1964, by its proper officers thereunto duly authorized.

ATTEST:

By John Dented

APPROVED

THE A. Benthin Vice-President

APPROVED

THE A. Benthin Vice-President

APPROVED

THE A. Benthin Vice-President

THE A.

VOL 821 PAGE 599

-5-

STATE OF	ILL	INOIS	}
) ss.
COUNTY	OF	COOK	}

On this 39 day of Mary , 1964, before me,
a Notary Public within and for said County, personally appeared
U. a. Bentheri and n. 1. Caughlin
to me personally known, whom, being each by me duly sworn, did say
that they are respectively the Nice-Online and
Alonestant disretary of SEARS, ROEBUCK AND CO., the
corporation named in the foregoing instrument, and that the seal affixed
to said instrument is the corporate seal of said corporation, and that said
instrument was signed and scaled in behalf of said corporation by authority
of its Board of Directors and W. G. Besthiri and
))) Precedelin acknowledged the said instruments
to be the free act and deed of said corporation.
Mande B. Miser Bris
Wanda G. Misewicz
Notary Public, Cook County, Dinois.
My Commission Expires. My commission exems Maricu 29, 1883

RIDER NUMBER ONE

Description of Property.

That part of the Southeast 1/4 and the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows:

Commence on the East and West 1/4 line of said Section at a point that is located North 860-58! West 2066. 48 feet from the East 1/4 corner of said Section; run thence South 71.11 feet to a point on the South line of the right-of-way of Wisconsin State Trunk Highway 20 which is the point of beginning of this description; thence run South 630.00 feet; Then North 86°-58' West 659.64 feet; thence North 39°-17' West 15.15 feet West to the Southeast corner of land conveyed to Leo Janowski. by Deed recorded in Volume 751 Page 218 of the Deed Records in the Office of Register of Deeds for Racine County; thence North 180-29' East 101.00 feet to the Northeast corner of said Janowski land; thence North 710-31' West 150.00 feet along the Northerly line of said Janowski lands to the Easterly right-of-way line of Wisconsin State Trunk Highway 31; thence North 180-291 East 308.55 feet along said Highway 31 right-of-way; thence South 79°-02' East 122.98 feet; thence North 00°-41' East 149.82 feet; thence North 870-481-3011 West 38.70 feet to said Highway 31 right-of-way; thence North 470-271 East 71.25 feet along said Highway 31 right-of-way to the said South line of Highway 20 right-of-way; thence South 860-58! East 545.14 feet to the point of beginning of this description.

Containing 9.6140 Acres.

RIDER NUMBER TWO.

Description of Property.

That part of the Southeast 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows:

Commence at the East 1/4 corner of said Section 13; run thence North 86°-581 West 1775.08 feet along the East and West 1/4 line of said Section; run thence South 71.11 feet to a point on the South line of Wisconsin State Trunk Highway 20 which is the point of beginning of this description; thence run South 630.00 feet; thence North 86°-58' West 291.40 feet; thence North 630.00 feet to a point on the South line of said Highway right of way; thence South 86°-58' East 291.40 feet to the point of beginning of this description. VOL 821 PAGE 601

Containing 4.2086 Acres.

770347

VDL 821 PAGE 602

EASEMENTS AND MEMORANDA

Register's Office Racine County, Wis.

OF COVENANTS AND OPTIONS.

These are easements and memoranda of other covenants, options and restrictions respecting the use of the real estate described in the Riders attached, numbered One and Two, and respecting the use of real estate herein described, made this 29th day of May, 1964, between SPIRO J. PAPAS and CONSTANCE PAPAS, his wife, hereinafter called the Grantors, and SEARS, ROEBUCK AND CO., a New York corporation, hereinafter called the Grantee.

1. Easements.

The Grantors, for themselves, their heirs and assigns, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration to them in hand paid by the Grantee, have given and granted and by these presents do give, grant, bargain, sell and convey to the Grantee, its successors and assigns, the following easements:

(a) An easement for the benefit of the Grantee, its customers and invitees to enter upon and exit from the real estate described in Rider number Two attached (hereinafter called "Grantors' real estate").

for purposes of ingress and egress to the real estate described in Rider number One attached (hereinafter called Grantee's real estate), to park vehicles on Grantors' parking lot and to use freely and without restriction the parking spaces, walkways and driveways which are now or may hereafter be located on Grantors' real estate, or which may at any time provide ingress and egress thereto.

(b) An easement for the benefit of the Grantee, its customers and invitees to enter upon and exit from a parcel of real estate 24 feet in width (measured north and south) immediately South of and adjoining for their entire length (measured east and west) the parcels of real estate described in Riders numbered One and Two attached and to use said 24 foot parcel freely and without restriction as a roadway and walkway for vehicular and pedestrian traffic and for purposes of ingress and egress to Grantee's real estate.

These easements are to benefit the Grantee, its successors and assigns in the use of Grantee's real estate and it is intended, and the Grantors agree, that there shall be free and unrestricted interchange of vehicular and pedestrian traffic between Grantors' real estate and Grantee's real estate.

2. Covenants.

The Grantors, for themselves, their heirs and assigns, for

VOL 821 PAGE 603

the consideration stated, covenant and agree as follows:

(a) Except as otherwise specifically provided in an Easement Agreement between the Grantors and Grantee dated May 12, 1964, which agreement is hereby incorporated by reference, Grantors will not, during the term of this agreement, erect any building, structure or fence in the area described as follows:

Commencing at the Northwesterly corner of Grantors' real estate, thence Southwardly along the Westerly boundary of Grantors' real estate a distance of 275 feet; thence Eastwardly on a line parallel with the Northerly boundary of Grantors' real estate a distance of 150 feet; thence Northwardly on a line parallel with the Westerly boundary of Grantors' real estate a distance of 275 feet to the Northerly boundary of said Grantors' real estate; thence Westwardly along the Northerly boundary of Grantors' real estate a distance of 150 feet to the place of beginning.

(b) Grantors will cause to be constructed upon Grantors' real estate, buildings suitable for use by retail businesses which shall contain not less than 25,000 sq. ft. of floor space and will cause the same to be occupied by tenants or occupants who will conduct and operate retail businesses therein. The buildings as so constructed on Grantors' real estate shall be of an architectural design and appearance which shall be in harmony with the design and appearance of buildings to be constructed on Grantee's real estate.

- (c) Grantors will cause to be provided upon Grantors real estate facilities for the parking of automobiles, consisting of parking stalls, access driveways and walkways and landscaped areas. Grantors will grade and pave their parking lot with an appropriate compacted and hard surface material and shall install in and upon such lot all necessary drainage, equipment and lighting fixtures. Grantors will keep said parking lot in good order and repair and reasonably free of debris, ice and snow so as to facilitate the easement rights and privileges of the Grantee as hereinbefore set forth. In the event Grantors fail to so maintain said parking lot, Grantee shall have the right to do so at Grantors! expense. The parking lot as so constructed on Grantors' real estate shall be of an area not less than three times the area of all of the floors of the buildings on the Grantors! real estate, excluding areas used as penthouses and outside selling space.
- (d) Grantors will grant to the appropriate governmental agencies and to public utility companies any and all easements as may be necessary or reasonably required for the installation of public utility lines, wires, pipes, conduits and poles, and Grantee, at its expense, may connect to any such utility lines, wires, pipes, conduits and poles located on the Grantors' real estate.

VGL 821 MGE 605

3. Options.

By Easement Agreement between Grantors and Grantee, dated May 12, 1964, Grantors have given to the Grantee certain options with respect to the purchase of Grantors' real estate by the Grantee.

The terms and conditions of said options are incorporated herein by reference and record notice is hereby given of Grantee's rights thereunder. The source of information with respect to Grantee's rights in Grantors' real estate is the office of the Grantee, 8 East Congress Parkway, Chicago, Illinois.

4. Term.

The easements herein contained and the covenants and restrictions herein contained and as contained in the May 12, 1964 Agreement, incorporated herein, shall terminate on March 15, 2007 and thereupon all of the rights and obligations of the Grantors shall expire and be of no further force or effect whatever except that the term of any easement for utility lines, wires, pipes, conduits and poles given by Grantors as herein covenanted shall be perpetual but shall be subject to relocation or lapse for non-user.

Benefits and Burdens.

These easements, covenants, options and restrictions are for the benefit of the Grantee, its successors and assigns in the use of Grantee's real estate and shall be binding upon the Grantors, and

their respective heirs, successors and assigns and shall be a burden upon Grantors' real estate. The covenants, options and restrictions as set forth herein are a memoranda of (for purposes of record notice) and not a substitution for nor modification of the Easement Agreement between the Grantors and Grantee dated May 12, 1964.

IN WITNESS WHEREOF, the Grantors have set their hands and seals this 29th day of May, 1964.

Signed and Sealed in the presence of: Harley Brown	Spiro J. Papas (SEAL
Robert C. Cole	Em Town Parket (SEAL
John Dassios Robert C. Cole	Constance Papas

STATE OF WISCONSIN)
.) SS.
COUNTY OF RACINE)

Personally came before me, this 2. day of the above named SPIRO J. PAPAS, to me known to be the person who executed the foregoing instrument and acknowledged the same.

VOL 821 PAGE 607 _6-

Notary Public, Racine County, Wis.

My Commission : My Commission Expires January 9, 1986 Personally came before me, this .0./ day of _______1964
the above named CONSTANCE PAPAS, to me known to be the person
who executed the foregoing instrument and acknowledged the same.

Notary Public,

My Commission Expires:

RIDER NUMBER ONE.

Description of Property.

That part of the Southeast 1/4 and the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows:

Commence on the East and West 1/4 line of said Section at a point that is located North 860-581 West 2066.48 feet from the East 1/4 corner of said Section; run thence South 71.11 feet to a point on the South line of the right-of-way of Wisconsin State Trink Highway 20 which is the point of beginning of this description; thence run South 630.00 feet; thence North 860-581 West 659.64 feet; thence North 390-17: West 15,15 feet West to the Southeast corner of land conveyed to Leo Janowski by Deed recorded in Volume 751 Page 218 of the Deed Records in the Office of Register of Deeds for Racine County; thence North 180-291 East 101,00 feet to the Northeast corner of said Janowski land; thence North 710-311 West 150.00 feet along the Northerly line of said Janowski lands to the Easterly right-of-way line of Wisconsin State Trunk Highway 31; thence North 180-29' East 308.55 feet along said Highway 31 right-of-way; thence South 790-02' East 122.98 feet; thence North 000-41' East 149.82 feet; thence North 870-481-3011 West 38.70 feet to said Highway 31 rightof-way; thence North 470-271 East 71.25 feet along said Highway 31 right-of-way to the said South line of Highway 20 right-of-way; thence South 860-58' East 545.14 feet to the point of beginning of this description.

Containing 9.6140 Acres.

RIDER NUMBER TWO

Description of Property.

That part of the Southeast 1/4 of Section 13, Township 3 North,
Range 22 East, in the Town of Mt. Pleasant, Racine County,
Wisconsin, described as follows:

Commence at the East 1/4 corner of said Section 13; run thence North 86°-58! West 1775.08 feet along the East and West 1/4 line of said Section; run thence South 71.11 feet to a point on the South line of Wisconsin State Trunk Highway 20 which is the point of beginning of this description; thence run South 630.00 feet; thence North 86°-58! West 291.40 feet; thence North 630.00 feet to a point on the South line of said Highway right of way; thence South 86°-58! East 291.40 feet to the point of beginning of this description.

Containing 4.2086 Acres,

 $\text{vgl} \ 821 \ \text{page} \, 609$

THIS AGREEMENT made this 18th day of July , 1968,, between G. F. Schoenfelder and Betty J. Schoenfelder of Hennepin County, Minnesota ("Schoenfelders") and Sears, Roebuck and Co., a New York corporation ("Sears").

RECITALS

By means of a lease dated January 11, 1965 (the "Lease") the Schoenfelders leased to Sears land and improvements in the Town of Mount Pleasant, Racine County, Wisconsin. The Lease has been amended by an Amendment dated April 30, 1965, a Second Amendment dated January 31, 1966 and a Third Amendment dated January 18, 1967 (the "Third Amendment").

The Third Amendment released from the terms and conditions of the Lease the tract of land described in Schedule A ("Tract A") hereto and modified the description of the premises demised to Sears by the Lease, a legal description of such demised premises, as amended by the Third Amendment, is attached hereto as Schedule B ("Tract B").

The parties hereto desire, for their mutual benefit, and in order to assure that, so far as practicable, Tracts A and B will be operated as a single, commercial development,

VOL 1111 HATE 431

111-43

Nov. 15, 197

to establish easements granting, on the terms and conditions herein set out, parking rights and rights of ingress and egress over Tracts A and B.

Accordingly, for valuable consideration, receipt whereof is hereby acknowledged, and without affecting or intending to affect the relative rights of the Schoenfelders and Sears under the Lease,

IT IS AGREED

1. Neither the Schoenfelders nor Sears shall erect or permit to be erected any fence or other obstruction along or near the north or south property lines dividing Tract A and Tract B and the invitees of each of the parties hereto shall be permitted to go freely across the boundary line between the parking lot areas of said two tracts. Subject to the provisions of paragraph 6 hereof, each of the parties hereto hereby grants to the other parties hereto the easement, right and privilege of and for the parking of the automobiles of such parties and of their respective tenants and of the employees, customers, invitees and licensees of such parties and such tenants upon those portions of Tracts A and B which may, from time to time, be devoted by such parties to automobile parking purposes.

- able rules and regulations for the use, case and maintenance of the parking lot areas on Tract A and Tract B, respectively, the restriction or regulation of employee parking (which each party shall strictly enforce), the safety and protection of persons and vehicles using the same, the orderly direction of traffic and the parking of automobiles, together with such other reasonable rules and regulations as are deemed necessary by such parties, provided, however, that such rules and regulations shall not unduly restrict the use of such parking area by the other parties under the provisions of this Agreement. There shall be no charge made for parking during business hours on the parking areas on Tracts A and B.
- 3. Sears shall maintain, remove snow and ice, and keep in repair the parking areas on Tract B as it is obligated to do under Article 6 of the Lease and hereby agrees to maintain, insure, remove snow and ice, and keep in repair the parking area on Tract A in a like manner. In consideration of such maintenance of Tract A, the Schoenfelders shall pay to Sears, within fifteen (15) days after the end of each quarter annual Lease Year (as defined in Article 5 of the Lease), a fraction of all the costs, including but not limited to, of maintaining, repairing, cleaning, striping, snow removal, lighting and insuring the parking areas on Tracts A and B, the numerator of which fraction shall be the number of square feet of building area in Tract A and the denominator of which shall be the total number of square feet of building area on Tracts A and B combined. If Sears shall fail to so maintain, remove snow or keep in repair the parking areas on Tracts A and B, the Schoenfelders hereto may do so and charge the cost thereof to Sears.

VOL1111 PAGE 433

- 4. Sears and the Schoenfelders expressly agree that, for and during the term of this Agreement, each will indemnify and hold harmless the other against any and all liabilities and claims, if any, arising out of the negligence or willful act or omission to act of such party, each party hereto will maintain or cause to be maintained public liability insurance on the Tract controled by it in amounts as set forth in Article 6 of the Lease, except that Sears may, if it so elects self-insure all or any part of the risk. The liabilities indemnified against as in this paragraph provided shall include all costs and expenses incurred in connection with any claim or liability which is the subject of such indemnification.
- after the execution of this instrument, will at their expense cause to be installed in the building occupied by Sears a separate sub-meter measuring only the amount of the electricity used to light the parking lot lights on Tracts A and B. Sears will pay to the supplier of electricity the charges for such electricity and the Schoenfelders will cause the tenants occupying buildings on Tract A to agree to pay to Sears a portion of such charges, the numerator of which will be the number of square feet of building area occupied by such tenant and the denominator of which will be the total number of square feet of building area occupied.

If such tenants fail to pay Sears proper invoices for lighting charges promptly upon demand, the Schoenfelders will make such payment to Sears for the account of such tenants.

- 6. The provisions of this Agreement shall be construed not as conditions but as covenants and they shall run with the land to which they are applicable and shall bind the parties hereto, their successors and assigns.
- 7. It is understood by the parties hereto that any rights herein granted by Sears, as lessee, and any rights herein granted to Sears, as lessee, shall be effective only for so long, in the case of Sears, as Sears' interest shall continue as lessee or as owner of the Sears Tract by virtue of Article 21 of the Lease.

IN WITNESS WHEREOF, the parties hereto have caused . this Agreement to be executed, the corporate party by its appropriate officers thereunto duly authorized as of the day and year first above written.

In Presence of:	9 P. Schoenfelder
The 111, Car.	Britis J. Achaeulalder Betry J. Schoenfelder
In Presence of: Blown Blue	SEARS, ROEBUCK AND CO. By PROPERTY MAYAGET
Shirles Hykan	And CICCO ASSISTANT SECRETARY
This-instrument was drafted by	David Stanley of the Minnesota Bar.

voi 1111 PAGE 435

STATE OF MINNESOTA) ss. COUNTY OF HENNEPIN)

on the 7 day of , 1968, before me, a Notary Public, personally came G. P. Schoenfelder and Betty J. Schoenfelder, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they executed the same.

Notary

Motory Public, Hennepin County, Misn. My Commission Expires Aug. 22, 1969.

STATE OF ILLINOIS) ss.

On this day of 101 , 1969, before me, a
Notary Public , within and for said County and State, personally
came OVERTON EVEN and E. Charek

to me known, who, being by me duly sworn, did say that they are
respectively the PROPERTY MANAGER and ASSISTANT SECRETARY.
Of SEARS, ROEBUCK AND CO., the corporation described in and which
executed the foregoing instrument, that they know the seal of
said corporation and that the seal affixed to said instrument
is such corporate seal, that it was so affixed by the order of
the Board of Directors of said corporation and that said instrument was signed on behalf of said corporation by authority of its
Board of Directors and the said OVERTON KURN

to be the voluntary act and deed of said corporation by the voluntarily executed.

AOTHURSETTA execured.

Notary Public

MY COMMISSION EXFIRES...NOV

SCHEDULE A

That part of the Southeast 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows:

Commence on the East and West 1/4 line of said Section 13 at a point that is located North 860 - 58' West 2150.57 feet from the East 1/4 corner of said Section; run thence South 746.86 feet to the point of beginning of this description; thence North 860 - 58' West 164.85 feet; thence North 030 - 02' East North 860 - 58' East 147.53 feet; thence South 860 - 58' East 147.53 feet; thence South 327.40 feet to the point of beginning of this description.

Part of the SE 1/4 and the SW 1/4 of Sec. 13, TN 3N, R22E, Town of Mt. Pleasant, Racine County, Wisconsin described as follows: Commence on the East and West 1/4 line of said Section at a point located North 86°-58' West 2150.57 feet from the East 1/4 corner of said Section; run thence South 77.11 feet to the point of beginning of this description; thence run South 693.78 feet; thence ginning of this description; thence run South 693.78 feet; thence ginning of this description; thence run South 693.78 feet; thence North 86°-58' West 766.58 feet to the Easterly right-of-way line of Wisconsin State Trunk Highway 31; thence North 18°-29! East 18°.00 feet; thence North 03°02' East 150.00 feet; thence North 03°02' East 150.00 feet; thence North 86°-58' West 125.24 feet to the said Easterly right-of-way line; thence North 18°-29' East 68.56 feet along said Easterly right-of-way line; thence North 47°-27' East 153.85 feet Easterly right-of-way line to the Southerly right-of-way line of Wisconsin State Trunk Highway 20; thence South 86°-58' Way line of Wisconsin State Trunk Highway 20; thence South 86°-58' East 161.00 feet; thence North 03°-02' East 145.00 feet; thence South 86°-58' East 161.00 feet; thence North 03°-02' East 145.00 feet. to the said Southerly right-of-way; thence South 86°-58! East 196.50 feet. along said Southerly right-of-way line to the point of beginning of this description.

Excepting therefrom the Southerly 24.0 feet of the above described parcel and

Excepting therefrom the parcel described as follows:

That part of the Southeast 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows:

Commence on the East and West 1/4 line of said Section 13 at a point that is located North 860 - 58' West 2150.57 feet from the East 1/4 corner of said Section; run thence South 746.86 feet to the point of beginning of this description; thence North 860 - 58' West 164.85 feet; thence North 030 - 02' East 326.94 feet; thence South 860 - 58' East 147.53 feet; thence South 327.40 feet to the point of beginning of this description.

Register's Office Racine County. Wis. S. 892282
Received for Record STA day of Movember A.D., 1971 at Liss O o'clock M. and recorded in Volume IIII of LECONOS on page 431-437
Stanley F. Bealloks
Receiver of Deods

voi 1111 as 437

June 4, 1975

THIS INDENTURE , made this __26th day of __February .

A.D. 1975, between __JOHN DASSIOS AND CONSTANCE BACAINTAN, AS TRUSTEES

OF THE TRUST CREATED UNDER THE WILL OF S.J.PAPPAS, and MT. PLEASANT STORM WATER DRAINAGE DISTRICT NO. 1, Racine County, Wisconsin, a Municipal Corporation, duly existing under and by virtue of the laws of the State . of Wisconsin, party of the second part.

WITNESSETH: .

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

The real estate affected by the grant of this permanent easement and right of way is located in the Town of Mt. Pleasant, County of Racine, and State of Wisconsin, and is more particularly described as follows: Description of lands for a drainage utility easement located in the Southeast 1/4 of Section 13, Town 3 North, Range 22 East, Town of Mt. Pleasant; Racine County, Wisconsin, as follows: A twenty (20) foot easement running parallel with and directly adjacent to the right-of-way of Wisconsin State Trunk Highway "20" on the South side, more particularly described as commencing on the East and West 1/4 line of Section 13, Town 3 North, Range 22 East; at a point located North 86°58' West, 2150.57 feet from the East 1/4 corner of said Section 13; run thence South 77.11 feet to the point of beginning of this description; thence South 20.03 feet; thence South 86°58' East, 481.07 feet to a boundary line of the City of Racine: thence North 20.03 feet along said line to the South line of Wisconsin State Trunk Highway "20"; thence North 86°58' West, 481.07 feet along said South line to the said point of beginning.

The real estate affected by the grant of this temporary easement covers land adjacent to the above described permanent easement and right of way as may be required during the period of construction. All rights granted are non-exclusive. Grantors retain rights of vehicular crossing.

TO HAVE AND TO HOLD said permanent easement and right of way unto the party of the second part and unto its successors and assigns forever. $\text{vol} \, 1267 \text{ PAGE } \, 99$

Part ies of the first part for themselves. their heirs, executors, administrators, successors and assigns, do hereby covenant with the party of the second part, its successors and assigns forever that they are lawfully seized and possessed of the real estate above described and that they have good and lawful right to convey or any part thereof and that it is free from all encumbrances.

the state of the s	
	•
	4.
the first next have	
IN WITNESS WHEREOF the part ies of the first part have	
IN WITNESS WHEREOF the part les of the flav and year hereunto set their hands and seals on the day and year	
above written:	
VEL 1267 PAGE 100 ADM (SEAL)	
JOHN DASSIOS	
(SEAL)	•
CONSTANCE BACAINTAN	
, Signed and Sealed	
Signed and Double	
in the Presence of:	
Darbara Marsuck	
and the property of the second	
Dott O Stark	•
1 x min y	
Ellenvis	
State of Wisconsin	
Cook	
Racine County	
Laborated Laborated	
personally came before me this 1/hth day of thilling	
A.D. 1975, the above named John bassios and tonstance better person's	
Trustees of the Trustees. S. J. Pappas. Deceased. S. J. Pappas. Deceased. Who executed the foregoing instrument and acknowledged the same.	
. Who executed the folegoing institution	
1 Ja Alan	
Ollensia.	
Notary Public, Racine County, Wisconsin.	
h1010a-	
My Commission expires/is // 31, 1773	•
Register's Office les 257124	
Register's Office Register's O	
Racine County, Wis. Received for Record day of	
Received for Record A.D., 1975 at 2016	
Received for Record AD, 1975 at a color of the color of t	
Received for Record day of A.D., 1975 at day of O'clock P. M. and recorded in Volume of On page 19700	·
Received for Record day of A.D., 19.5 at day of O'clock P. M. and recorded in Volume of On page 19.00	
Received for Record day of A.D., 1975 at day of O'clock P. M. and recorded in Volume do on page 19, 100 Stanley J. Bialicki	
Received for Record day of AD, 19/5 at a control of Medical Control on page 4 100	. <u></u>

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00)

Line of the sum of One Dollar (\$1.00)

Line of the sum of One Dollar (\$1.00)

Line of the Trust of Spiro J. Papas, Deceased, owners, do hereby convey unto

WISCONSIN ELECTRIC POWER COMPANY,

grantee, its successors and assigns, the right, permission and authority to construct erect, operate, maintain and replace a line of poles, together with the necessary anchors and guy wires, upon, over and across the southerly twelve (12) feet of their premises; said premises being more particularly described as: That part of the South One-half (S1) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows: Commence at the east quarter corner of said Section Thirteen (13); run thence North eighty-six degrees, fifty-eight minutes (86⁰581) West one thousand five hundred fiftyone (1551.0) feet along the east and west quarter line of said section; thence South seventy-seven and eleven one-hundredths (77.11) feet to the point of beginning of this description; thence South six hundred ninety-three and seventy-eight one-hundredths (693.78) feet parallel to the east line of said section; thence North eighty-six degrees, fifty-eight minutes (86°58°) West six hundred twelve and eighty one-hundredths (612.80) feet; thence North three degrees, two minutes (03°02') East two hundred fifty-four and eighty-two one-hundredths (254.82) feet; thence North four hundred thirty-eight and sixty-one one-hundredths (438.61) feet; thence South eighty-six degrees, fifty-eight minutes (86°58') East five hundred ninety-nine and fifty-seven one-hundredths (599.57) feet to the point of beginning of this description.

The right, permission and authority is also granted to said grantee to string, operate, maintain and replace wires and cables on said poles, supported by necessary crossarms, together with necessary and usual appliances, for the purpose of transmitting electrical energy; said wires and cables shall be strung not less than eighteen (18) feet above the presently existing ground level at all points.

The right, permission and authority is also granted to said grantee to trim and keep trimmed all trees and overhanging branches now or hereafter existing on the premises of the undersigned so that they will clear wires and cables by as much as ten (10) feet, with the further right to cut down and remove certain trees where it is found impractical to maintain clearance by trimming.

: VCL 1281 PAGE 261

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

If the grantors, their heirs, successors and assigns, erect any structure or make any improvements on said land that they deem would require the relocation of said equipment, said grantee, its successors and assigns shall so relocate said equipment at its expense after reasonable notice in writing has been given as to the necessi VEL 1281 PAGE 202 such work.

This agreement shall be binding upon and/or inure to the benefit of the heirs successors or assigns of all parties hereto.

IN WITNESS WHEREOF, THE PAPAS TRUST has caused these presents to be signed by Constance Bacaintan, Trustee, and by John Dassies, Trustee, this 1/1/2 day of THE PAPAS TRUST Trustee of the Papas Trust

Personally came before me this blt day of Constance Bacaintan, Trustee of The Papas Trust, known to me to be the person who executed the foregoing instrument and to me known to be such Trustee of said Trust, and acknowledged that she executed the foregoing instrument as such Trustee as the deed of said Trust, by its authority.

> Notary Public, My commission expire

Bess Leakas

- 2 -

STATE OF WIS

Personally came before me this John Dassios, Trustee of The Papas Trust, known to me to be the person who executed . the foregoing instrument and to me known to be such Trustee of said Trust, and acknowledged that he executed the foregoing instrument as such Trustee as the deed of said Trust, by its authority.

Notary Public

I.D.O. R-665 420-WO 01-4049 Red 3-17-75 Rold 3-18-75

My commission expires

County,

Date

This Instrument Was Drafted By

Robert C. Just On Behalf of Wisconsin Electric Power Company

Register's Office

Register of Deods

FVGL1281 PAGE 263

00- }

Q	ر
ϵ	
1	
7	う
	7)
7	Ó

	P. Crivello	owledged, the undersigned Grantor,	_
lo es hereby give, grant and convey unto		1264	008
WISCONSIN	NATURAL GAS	COMPANY	
corporation, Grantee, its successors and assigns rmission and authority to lay, install, construct, pipelines with valves, tie-overs, main laterals as and remain the property of the Grantee, for ereof or any liquids, gases, or substances which ader, across and upon the hereinafter described	, maintain, operate, alt and service laterals, an the transmission and a can or may be trans I stripsof land: Ten	er, replace, extend, repair and remove a pipe d other appurtenant facilities, all of which s distribution of natural gas and all by-produ ported or distributed through a pipeline; o	line hall ucts ver,
t in width being a part of the premises of the Southwest One Quarter	undersigned in the S	outheast One Quarter and the SE 1/4&	
	(13		•
(3) <u>1</u>	North, Range number	Twenty-two	
22) East,City			_
unty, Wisconsin, HEXXXXIII STATE Said strip	s of land being slesser	hadaradallans:	
part of Parcels I and 2 of Certifications centerlines are described as former of said Section 13; thence Noutheast one-quarter 1,551.00 feet; st corner of said Parcel 1; thence to 18.47 feet to 4.48 feet; thence S. 00° 47' 41" No	Follows: Commen . 89° 10' 36" W ; thence S. 02° . N. 89° 10' 36" o the point of b	cing at the east one-quarter along the north line of the sai 07' 30" E. 77.ll feet to the no W. along the north line of sai	d rth - d
to, commencing at the northeast commence N. 89° 10' 36" W. along the most of the set; thence S. 02° 07' 30" Est to the east line of S.T.H. "31" 88 feet to the point of beginning 10' 36" E. 500.00 feet.	north line of sa 5. 669.75 feet; 7; thence S. 16°	id Parcels 1 and 2 a distance o thence N. 89° 10' 36" W. 757.80 19' 58" W. along said east 1in	e
13 132 - 114 3132 -102 3132 - 095 008-03-22-13-154-001 008-03-22-13-154-005	of Miller of	day of A.D. 1988 at 9:37 coorded in Volume 227R ECEIVE	
	1/10 m	Schutten AUG 1 5 198	8
	_	eqister of Doeds RACINE DISTR CUSTOMER SEF	RICT RVICES
•	6		
Grantee may request or otherwise appoint a ry out and complete the activities and operation enjoyment and use of the rights herein grante	and duly authorize otl ns, herein enumerated	ner persons, firms or corporations to perfor	_
The Grantee shall have all other rights and lights herein granted, including but not limited to, but not limited to rocks, trees, brush, limbs are free and full right of ingress and egress over on said strip of land, and the use of said lands to the full enjoyment and use of the rights her unnerated but not necessarily limited thereto.	the right to remove and fences which might and across said lands and other adjacent lan	and to clear all structures and obstructions so interfere with the rights herein contained, a and other adjacent lands of the Grantor to a nds of the Grantor, as necessary or convenient	ich ind ind ent
Any pipe shall be buried to such depth that	nt it will not interfere	with the ordinary cultivation of such land.	
The Grantorcovenants and agrees the ure, which will or might interfere with the full ced, granted or allowed within 5.0feet	l enjoyment and use o	f the rights herein granted, will be constructed	or ed,
	*1	r repair physical damage to owner's proper	

Grantee, by the acceptance hereof, agrees to reasonably restore or repair physical damage to owner's property, and to compensate the owner for any reasonable and provable losses resulting therefrom, which the grantee proximately causes by the activities and operations hereinabove enumerated, but the grantee does not in any manner whatsoever waive or otherwise modify its rights and legal defenses which under law it may be entitled to raise, nor shall the grantee he held in any way responsible for indemnifying, protecting, or otherwise holding any other person, firm or corporation harmless from and against its or their own acts and omissions and the consequences thereof.

VI 1927 PAGE 171 (EXECUTE AND NOTARIZE ON BACK)

0 0

(EXECUTE AND NOTARIZE ON BACK)

Wis natural Has

oi August, 19	<u> </u>			hand		- 1000	<u>'/</u> _ c
In Presence of:				ph	MD		
		F	rank P.	Crivello	CP		_(SEA
							_(SEA
					·		_(SEA
							.(SEA
TATE OF WISCONSIN) N 1 COUNTY)	all	.4	ſ	· d	r C		
Personally came before me this _			Crivello		, the above	named	
SARY PUSA	to"me known	to be the	e person	who execut	ed the fore	going instrum	ent a
knowledged the same. LOUIS A. FONS.		٩		// /	17-1	1.	
្គីដ LOUIS A.) ដ្ឋា				w C	1 17	50 [
		Note	ary Public,		wang	ec Count	ty, W
OF WISCONS		Му	commission	expires	1/1	ZY)	·
The Page of the Pa					. ,		
TATE OF WISCONSIN)							
COUNTY)							
Personally came before me this	day of	;		10	the shows		
						iramed	
	to me known	to be the	person	who execute	d the forego	oing instrume	nt an
nowledged the same.			•				
		Notai	ry Public,			County	. Wis
			commission				,
	R. Spaigh				isconsin Nat	tural Cas Con	npany
	11	11				_	
CALLY TOWNY FRAMES. MACLINE FILE. SEC. 13 SEL/4 S/KWT. 3 N. R. 22 E. CRANTOR Frank P. Grivello BASEMENT RECORD-TREASURY DEPT. DATE INITIALS APPROVED-ENG. DEPT. APPROVED-ASST. SECY.	TO WISCONSIN NATURAL GAS COMPANY	EASEMENT INDIVIDUAL	Register's Office STATE OF WISCONSIN County	Received for Record this	recorded in Vol., Reel of Deeds on Page/Image, Doc. #	Register of Deeda Return to Supervisor—Civil Engineering Wisconsin Natural Gas Company	233 Lake Ave Racine, Wis. 53403
SEC_13_SE1/4_4/\$WT. SEC_13_SE1/4_4_4/\$WT. GRANTOR Frank P. EASEMENT RECORD-TRE APPROVED-ENG. DEPT. APPROVED-ASST. SECY.	SI	ال من	20.			1 2	E 5

FOR AND IN CONSIDERATION of the sum of	F One Dollar (\$1.00) to him paid, the receipt
whereof is hereby acknowledged,FRANK P	. CRIVELLO
	owner and grantor, doe.s hereby convey unto

WISCONSIN ELECTRIC POWER COMPANY

grantee, its successors and assigns, the right, permission and authority to construct, install, operate, repair, maintain and replace a NINGONE poles, together with the necessary crossarms, transformers, anchors, guy wires, NICONE and other appliances necessary and usual in the conduct of its business, and to string, operate, maintain and replace wires thereon, and to construct, install, operate, maintain and replace conduit and cables underground, together with riser equipment, pedestals, terminals, markers, NICONES and other appurtenant equipment; also the right to construct, install, operate, maintain and replace (an) electric pad-mounted transformer (NICONES NICONES NICONES NICONES NICONES), together with (a) concrete slab (3), secondary power pedestal (3) and other necessary and usual appurtenant equipment above ground, all for the purpose of transmitting electric energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, upon, along, over, across, within

and beneath strips of land of various widths being a part of the grantor's premises described as Parcel 2 of Certified Survey Map No. 1256, recorded in the Office of the Register of Deeds for Racine County, Wisconsin in Volume 3 of Certified Survey Maps, on Pages 658 - 661, as Document No. 1236708 and being a part of the Northwest ¼ of the Southeast ¼ and the Northeast ¼ of the Southwest ¼ of Section 13, Township 2 North, Range 22 East, Town of Mt. Pleasant and City of Racine, Racine County, Wisconsin.

Pt -018-03-21-09-025-000 Pt 008-03-22-13-154-005 Pt 276-0000-13132-102-Pt 276-0000-13132-095

35

0

Н

Register's Office
Racine County, Wis.

Received for Record day of A.D. 1988 at 70.13
o'clock H. M. and recorded in Volume 1930
of 1930 on page 170

Jelen M. Achutten
Register of Deeds

(If necessary, continue on reverse side)

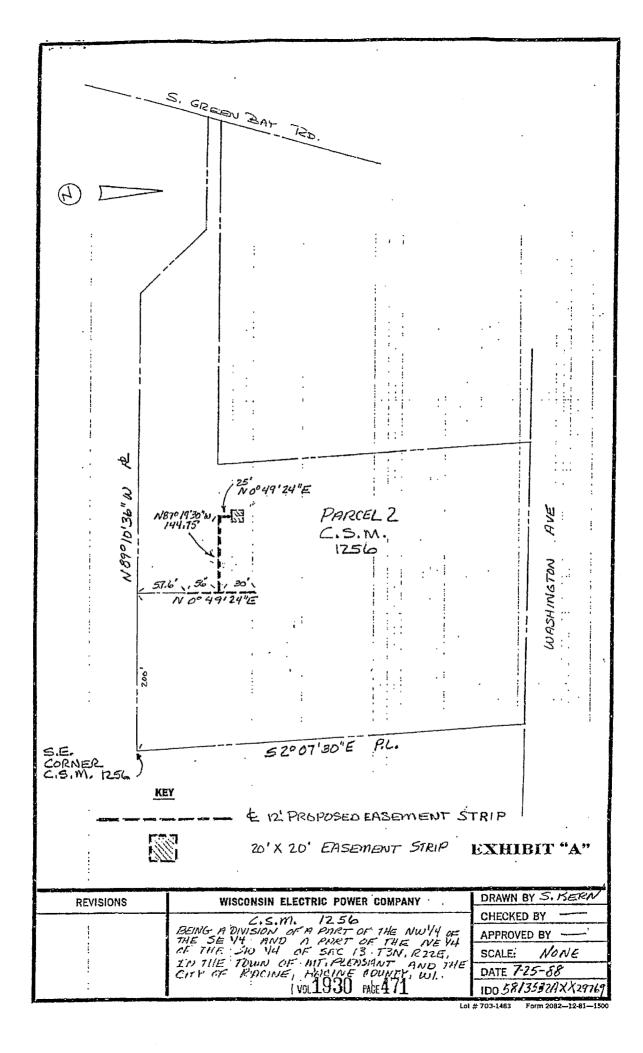
The right, permission and authority is also granted to said grantee, its successors and assigns, to trim and keep trimmed all trees now or hereafter existing along said lines so that they will clear wires strung not less than $\frac{1.8}{1.00}$ feet above the presently existing ground level, by as much as five (5) feet, and so that the trees will not be liable to interfere with the transmission of electricity over said lines; also the right to cut down trees and/or brush where it is found impractical to maintain clearance by trimming, or where said trees and/or brush interfere with the installation or maintenance of underground facilities or represent a hazard to such facilities.

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

The grantor....., ...his..... heirs, successors and assigns, further covenants..... and agrees..... that after the installation and construction of said facilities the elevation of the existing ground surface within the easement areas will not be altered by more than four (4) inches without the written consent of grantee.

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

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



IN WITNESS WHEREOF, I have hereunto	set MY hand and seal
this 29th day of July	, 19 <u>88</u> , %XXXXXXXXXXXXXXXXXXXXXXXXXXXXX
HERE SERVICES FOR THE PROPERTY WAS XVXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	<i></i> ₺₭₺₡₰₿ <i>₵ሂ</i> ₡₡₡₡₡₡₡₡₡₡₡₡₡₡₡₡₡₡
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
<del>q%x%</del> <i>XXXXXXXXXXXXXXXXXXXXXX</i> % <i></i> %xxxxXX	110,0
In Presence Of:	<i>il. l (l) l li</i>
	Frank P. Crivello (SEAL)
	(SEAL)
·	(SEAL)
	(\$EAL)
	ByPresident
•	ATTEST:
	Ву
STATE OF WISCONSIN )	
MILWAUKEE COUNTY)	
Personally came before me this 29 day a	f <u>July</u> , 19 <u>88</u> , the above
named Frank P. Crivello	
to me known to be the personwho executed the foregoing	instrument and acknowledged the same.
	Mary E. Yamahiro
	Mary E. Yamatero Notary Public, MILWAUKEE Co., Wis.
	My commission expires 5-/2-9/
STATE OF WISCONSIN ) : SS	
COUNTY)	•
Personally came before me thisday o	f, 19, the above
named	
to me known to be the personwho executed the foregoing	instrument and acknowledged the same.
•	
	Notary Public, Co.,Wis.
OT A TO THE COLUMN A	My commission expires
STATE OF WISCONSIN ) SS	
COUNTY)	f
Personally came before me this ady o	President,
and,	, of the above
named corporation,	, a
	to be the persons who executed the foregoing instrument and
to me known to be suchPreside	
acknowledged that they executed the foregoing instrument as s	uch officers, as the deed of said corporation,by its authority.
APPROVED:	
581353-2A	Notary Public, Co., Wis.
	My commission expires
VCL 1930 PAGE 472	
Robert G. Sanford	an behalf of Wisconsin Electric Power Company.

	ceip
whereof is hereby acknowledged, FRANK P. CRIVELLO	
owner and grantor hereby convey	unto

#### WISCONSIN ELECTRIC POWER COMPANY

and beneath a strip of land 12 feet in width being a part of the grantor's premises described as Parcel 2 of Certified Survey Map No. 1256, recorded in the Office of the Register of Deeds for Racine County, Wisconsin in Volume 3 of Certified Survey Maps, on Pages 658 - 661, as Document No. 1236708 and being a part of the Northwest 14 of the Southwest 14 of Section 13, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin.

Register's Office Racine County, Wis. Received for Record 13th o'clock M. and recorded in Volume 1934 of No. 19 18 at 2:33

D+ 008-03-22 -13-154-005 (If necessary, continue on reverse side)

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

The right, permission and authority is also granted to said grantee, its successors and assigns, to con-installed at such time and in such location as grantee, its successors and assigns, may deem it necessary.

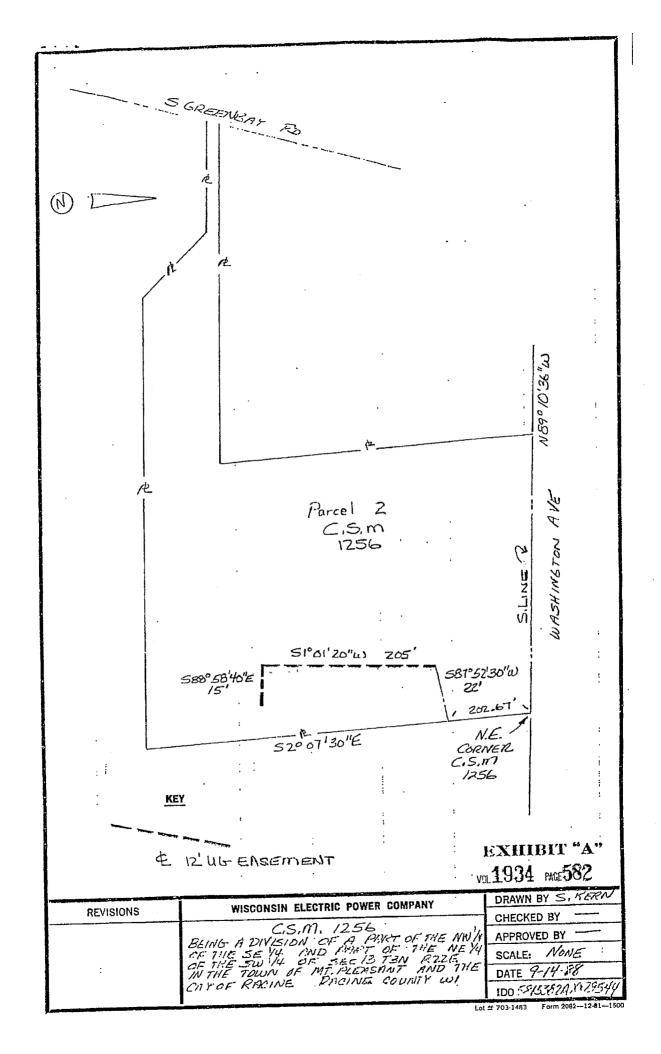
The right, permission and outhority is also granted to said grantee, its successors and assigns, to trim and keep trimmed all trees now or hereafter existing along said lines so that they will clear wires strung not less than ______18_____ feet above the presently existing ground level, by as much as five (5) feet, and so that the trees will not be liable to interfere with the transmission of electricity over said lines; also the right to cut down trees and/or brush where it is found impractical to maintain clearance by trimming, or where said trees and/or brush interfere with the installation or maintenance of underground facilities or represent a hazard to such facilities.

_____, _his___ heirs, successors and assigns, covenantS___ and agree_S___ that no building or structure will be erected over and/or under or placed in such close proximity to said underground and/or above ground electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments thereto.

after the installation and construction of said facilities the elevation of the existing ground surface within the easement areas will not be altered by more than four (4) inches without the written consent of grantee.

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

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



IN WITNESS	WHEREOF,_	I	have hereu	nto set	my	hand	and seal
this 20th	day of	Septem	ber	, 19 <u>88</u>	_,XXXXX363	XXXXXXXXX	XXXXXXXXXXXXX
							<u> </u>
							XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
*XXXXXXXX	XXXXXXXX	<u>xxxxxx</u> x	XXXXXXXX				
In Preser	ice Of:				1.1	Mh	
				<u> </u>	Mi	(iw	(SEAL)
				Fra	nk P.	Crivello	(SEAL)
			<del></del>				(SEAL)
			<del></del>				(SEAL)
·				ъу			President
				ATTE			
				Ву			
STATE OF WISCO	ONSIN )						
11 LWAUKEE CO	OUNTY)		<b>4</b> 4				
Personally	came before n	ne this <u>2</u>	0 Zzda	y of	PTEP	BEK_	, 19 <u>88</u> , the above
named	Frank P	. Crivel	1o				
to me known to be	e the person_	who execu	ited the foregoi	ing instrume	nt and ack	nowledged the	same.
				<u>ک</u>	Mar	4 E. C.	makin
				Man	cy E. /	Yamanizo Mananizo	TUKEE Co., Wis.
					-		5-12-91
STATE OF WISCO	ו מוצמר			my C	J	- CAP (1 - CAP )	
C0	: \$\$						
			•	•			, 19, the above
namedto me known to be			utad the forego	ing instrume	et and ac	knowledged the	e same.
to me known to be	e the person _	wno exec	Nea the tolego	nig manome	,,,, una au		
					D. 11:		Co.,Wis
				My	commissio	n expires	
STATE OF WISC	UNSIN ) SS : STAUC						
		.1.1	. ل				, 19
Personally	came before i						President
							, of the above
named corporation	7,			<del> </del>			, a
		corpora	tion, known to	me to be the	persons v	vho executed t	he foregoing instrument and
							_of said corporation, and
acknowledged tha	t they execute	a the toregoin	19 instrument d	IS SUCH OTTIC	era, ua IN	L deca or said	corporation, by its authority
APPROVED:		۶.					
Initials Date		• •			ana D. Els-		Co.,Wis
NU 1/19/18	581538	- 2A		Note	ory Public		Co., 1115
				Му	commissic	n expires	
	vas drafted by:	Robert	G. Sanfo	rd	on beha	lf of Wisconsin	Electric Power Company.

#### AGREEMENT

12-

Helen M. Jakutten

der Rogister of Deeds

Agreement made between G. P. Schoenfelder ("Schoenfelder") of Scottsdale, Arizona, and B & K Enterprises, Inc., a Wisconsin corporation ("B & K").

#### RECITALS

- 1. Schoenfelder is the owner in fee of that certain real property commonly known as 5409 Washington Avenue, Town of Mt. Pleasant, Racine County, Wisconsin, and more particularly described in Exhibit A to this agreement ("Schoenfelder property").
- 2. B & K is the owner in fee of that certain real property commonly known as 5415 Washington Avenue, Town of Mt. Pleasant, Racine County, Wisconsin, and more particularly described in Exhibit B to this agreement ("B & K property").
- 3. A commercial building is located on the Schoenfelder property and a commercial building is located on the B & K property. The west wall of the building on the Schoenfelder property and the east wall of the building on the B & K property constitutes a common wall 291.44 feet in length, more or less ("the party wall").
- 4. In the conveyances through which the parties acquired their title, it was intended that the common north-south property line between their respective parcels would be located along the midline of the party wall.
- 5. The parties desire to enter into an agreement with respect to the party wall and to clarify the location of the common property line between their respective parcels.

90

 $\sim$ 

In consideration of the mutual covenants and promises contained herein, it is agreed between the parties as follows:

1. Party Wall and Property Line Declaration.

The party wall shall be a common or party wall, and the parties shall each have the right to its use and maintenance jointly.

The parties stipulate that the common north-south line of their properties shall hereinafter be defined as:

A common property line located in Southeast 1/4 of Section 13, Town 3 North, Range 22 East, in Town of Mount Pleasant, Racine County, Wisconsin, which is

019-9681

Dec. 30, 1985

described as follows: Commencing at the Northeast corner of said Southeast 1/4; thence N 89° 10' 36" W along the North line of said Southeast 1/4, 2150.57 feet; thence S 2° 07' 30" E, 419.46 feet; thence continuing S 2° 07' 30" E. 327.40 feet; thence N 89° 10' 36" W and parallel to said North line, 157.34 feet to the point of beginning of the common property line; thence N 0° 49' 24" E, 74.14 feet; thence N 89° 10' 36" W 0.50 feet to a point on the center line of an existing party wall thence N 0° 49' 24"/ \$450 fing the center line of said party wall 145.18 feet thence S 89° 10' 36" East 0.50 feet thence N 0° 49' 24" East 10.07 feet, thence N 89° 10' 36" West 4.59 feet, thence N 0° 49' 24" East 62.05 feet, thence N 89° 10' 36" West 2.44 feet, thence N 0°49' 24" East 35.53 feet to the point of termination of such common property line.

## 2. Alterations, Repairs or Rebuilding.

Each party shall maintain its side of the party wall, and no alterations or modifications thereof shall be made without the prior written consent of both parties. If it becomes necessary to repair or rebuild the whole or any part of the party wall, the repairing or rebuilding expense shall be borne by the party whose act necessitated such repair or rebuilding. If neither party caused or necessitated such repair or rebuilding, such expense shall be shared equally by the parties. Any repair or rebuilding of the party wall shall be at the same location, and of the same size, as the original wall or portion being rebuilt or repaired, and of the same or substantially similar material and quality as that used in the original party wall or portion thereof. Unless otherwise agreed by the parties, each party, at the time of any proposed repair or rebuilding, the expense of which is to be shared equally, shall obtain a written estimate for the total lost of the repair or rebuilding of the party wall or portion from a qualified contractor engaged in the business of such construction. Unless the parties shall otherwise agree, the contractor with the lower of the two written estimates shall be retained by the parties to perform the repair or rebuilding of the party wall.

### Benefits and Burdens.

This agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. This agreement shall be construed to create covenants running with

Signed at Racine, Wisconsin, this Joth day of
December, 1987. G. P. SCHOENFELDER
By James W. Hill.
James W. Hill,
Attorney in Fact
Signed at Milwaukee, Wisconsin, this day of December, 1987.
B & K ENTERPRISES, INC.
By: Marvin E. Klitsner
Marvin E. Kiitshei
AUTHENTICATION
Signature of James W. Hill authenticated this 30 day
of December, 1987.
Jan Holh
Member: State Bar of Wisconsin
AUTHENTICATION
this day of December, 1987.
Jyran Cafecton
Member: State Bar of Wisconsin
Please Return To:
Please Return To:  Paul G. Hoffman, Michael Best & Friedrich  Michael Best & Friedrich  JSD E. Wisconsin  Milwaukee, Wisconsin 53202  Milwaukee, Wisconsin 53202  VEL 1896 PAGE 612
Michael Best Etriearick
250 E. Wisconsin
Mi/waukee, Wisconsingson -3- Vol 1896 PAGE 612
THEOLE THE THEOLE

the land as respects both parcels described in Exhibits A and B

hereto.

#### EXHIBIT A

#### LEGAL DESCRIPTION

All that part of the Southeast 1/4 of Section 13, Town 3 North, Range 22 East; in Town of Mount Pleasant, Racine County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said Southeast 1/4; thence N 89° 10′ 36″ W along the North line of said Southeast 1/4, 2150.57 feet; thence \$ 2° 07′ 30″ E, 419.46 feet to the place of beginning of the lands to be described; thence continuing S 2° 07′ 30″ E, 327.40 feet; thence N 89° 10′ 36″ W and parallel to said North line, 164.37 feet; thence N 0° 49′ 24″ E, 326.97 feet; thence S 89° 10′ 36″ E and parallel to said North line, 147.53 feet to the place of beginning.

51-008-03-22 -13-171-000

#### LEGAL DESCRIPTION

Part of the SE 1/4 and the SW 1/4 of Sec. 13, TN 3N, R22E, Town of Mt. Pleasant, Racine County, Wisconsin, described as follows: Commence on the East and West 1/4 line of said Section at a point located North 860 58' West 2150.57 feet from the East 1/4 corner of said Section; run thence South 77.11 feet to the point of beginning of this description; thence rum South 693.78 feet; thence Morth 860 581 West 766.58 feet to the Basterly right-ofway line of Wisconsin State Trunk Highway 31; thence North 180 29' East 380.75 feet along said Easterly right-of-way line; thence South 86° 58' East 167.00 feet; thence Worth 030 02' East 150.00 feet; thence Worth 860 58' West 125.54 feet to the said Easterly right-of-way line; thence Morth 18° 29' East 68.56 feet along said Easterly right-of-way line; thence Borth 47° 27' East 153.85 feet along said Easterly right-of-way line to the Southerly right-ofway line of Wiscorsin State Trunk Righway 20; thence South 86° 58' East 103.55 fact; thence South 03° 02' West 145.00 feet; thence South 86° 58' East 161.00 feat; thence North 030 02' EAST 145.00 feet to the said Southerly right-ofway; thence South 860 581 East 196,50 feet along said Southerly right-of-way line to the point of beginning of this description. Excepting therefrom the Southerly 24.0 feet of the above described parcel. And further excepting therefrom that part of the Southeast 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows:

Commence on the East and West 1/4 line of said Section 13 at a point that is located North 86° 58' West 2150.57 feet from the East 1/4 corner of said Section; run thence South 746.86 feet to the point of beginning of this description; thence North 86° 58' West 164.85 feet; thence North 03° 02' East 326.94 feet; thence South 86° 58' East 147.53 feet; thence South 327.40 feet to the point of beginning of this description.

51-008-03-22-13-170-000

Document Number

#### SHARED DRIVEWAY **MUTUAL AGREEMENT**

REGISTER'S OFFICE RACINE COUNTY. WI

RECORDED________

2001 DEC -6 AM 9: 43

MARY ALLADD REGISTER OF DEEDS

(hereinafter referred to as "B&K"): WHEREAS,

The Bank is the owner of certain real property located at 5417 Washington Avenue in the Town of Mt. Pleasant, County of Racine, and State of Wisconsin, hereinafter referred to as "the Bank property", and more particularly Described as follows:

Agreement, dated November 30, 2001, by and between Johnson Bank, Racine,

Wisconsin 53146 (hereinafter referred to as "the Bank") and B&K Enterprises, Inc.

Part of the South East One-Quarter (1/4) of Section Thirteen (13), Township three (3) North, Range Twenty-two (22) East, bounded as follows: Commence on the East and West 1/4 line of said Section 13 at a point located North 86°38' West 2,347.07 feet from the East 1/4 corner of said Section 13; run thence South 77.11 feet to the point of beginning of this description, thence South 03°2' West 145.00 feet; thence North 86°58' West 161.00 feet; thence North 03°2' East 145.00 feet to the South line of the Wisconsin State Trunk Highway No. 20; thence South 86°58' East 161.00 feet to the point of beginning. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

B&K is the owner of certain real property located in the Town of Mt. Pleasant, County of Racine and State of Wisconsin, hereinafter referred to as "B&K property" and more particularly described as follows:

Return to:

Name and Return Address Charles J. Labanowsky Labanowsky & Associates, S.C. 7500 Green Bay Road Kenosha, WI 53142

M2-13-61 (Parcel Identification Number)

51-008-03-22-13-171-000 51-008-03-22-13-170-000

(Parcel Identification Number)

#### (B&K LEGAL DESCRIPTION IS ATTACHED AS EXHIBIT "A")

The property of the two parties herein are contiguous with commercial enterprises currently being conducted upon both of such properties by said parties.

- The asphalt driveway will extend along Trunk Highway 20 about 30 feet and then extend in a generally southerly direction approximately 145 feet to the South, as indicated on the attached Exhibit "B".
- The Bank and B&K desire to enter into an agreement, providing for the shared use of said asphalt driveway by the Bank and B&K, together with their guests, customers, patrons, invitees, heirs, successors and assigns.

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, the parties do hereby agree as follows:

- That the Bank does hereby grant to B & K, and B & K does hereby grant 1. to the Bank, a perpetual easement for a shared driveway, for ingress and egress purposes, over and across such portions of their respective properties.
- That the purpose of the cross easements shall be to permit access to and 2. from the commercial enterprises situated or to be situated upon the Bank property and the B & K property for the use and benefit of the Bank and B & K, and their respective guests, customers, patrons and invitees throughout the duration of this easement.

# 3313 003

- 3. The shared driveway shall be constructed by the Bank, at its sole expense, in a good and workmanlike manner and in accordance with all applicable laws. In addition, the construction of the shared driveway shall be performed in a manner so as to minimize the interference with the use and operation of the B & K property.
- 4. The Bank shall keep and maintain the shared driveway in good condition and repair, including without limitation, the prompt removal of snow and ice therefrom, and shall pay all costs of such maintenance and repair.
- 5. That the parties will establish and maintain grade levels at their property lines so as to be compatible with each other, as adjacent neighbors and to facilitate proper grading and interconnections.
- 6. That this instrument may not be amended or revoked without the written consent of both the Town of Mt. Pleasant and the Wisconsin Department of Transportation, as then applicable and with the consent of all the parties.
- That this Agreement is executed in consideration of the mutual promises of the parties hereby affected and no other monetary consideration may be required or requested.
- 8. That by executing this Agreement and in order to promote the objective of shared highway access, the undersigned further agrees that in the event that they request a rezoning of their property or seek approval of any proposed improvements covered by said Section 2.8 of the Town Zoning Ordinance, they will simultaneously give notice in writing of such request to all other parties who may be interested including the Wisconsin Department of Transportation.
- 9. That the foregoing agreements shall be binding upon the successors and assigns of the parties hereto and shall be considered covenants running with the land.
- 10. That the cross and mutual easements granted herein shall run with the land and be binding, and that they will inure to the benefit of the parties, their heirs, successors and assigns.
- That the parties each agree to include the easement property within the property covered under their respective liability insurance policies in amounts equal to the liability coverage limits as maintained under each such policy.
- 12. And that any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.

EACH PARTY TO THIS AGREEMENT HAS APPROVED IT AND HAS CAUSED IT TO BE EXECUTED, EFFECTIVE AS OF THE DATE FIRST WRITTEN ABOVE.

JOHNSON BANK  By:   The state of the state o	APPROVED BY:  KOHL'S EXPARTMENT STORES, INC.  By:  R Lawrence Montgomery Chief Executive Officer  KBR  REAL REPROVED  KBR
	HOBBY LOBBY STORES, INC.
Title: CFC	By: Bill Darrow Vice-President

B&K ENTERPRISES, INC.

Marvin Klitsner Daniel Pader Milwaukee, WI 53201

Title: Vice President

This instrument was drafted by:

ATTY. CHARLES LABANOWSKY 7500 GREEN BAY ROAD KENOSHA, WISCONSIN 53142 262-697-3400

3313 005

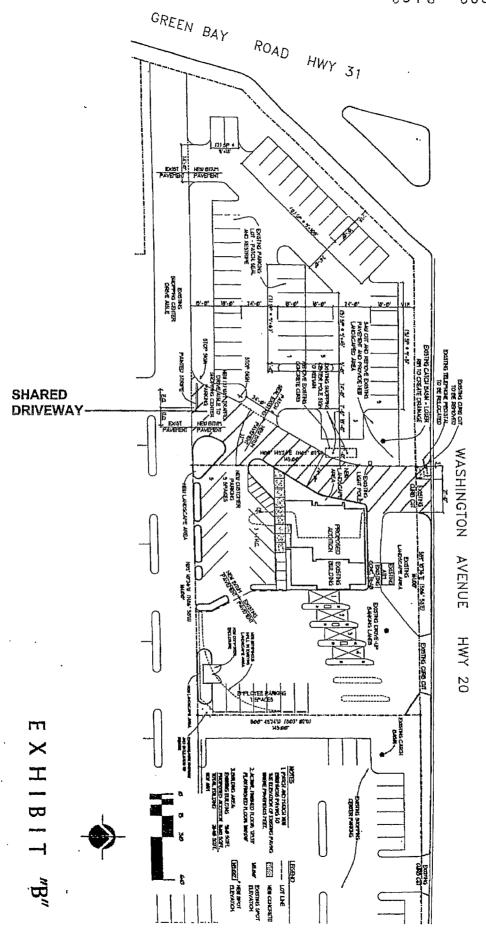
STATE OF WISCONSIN )	
county of Racial) ss.	
the foregoing instrument, and acknowledged	Adday of November, 2001, DRNIS AXELSON, the of JOHNSON BANK, to me known to be the person who executed that he executed the same as such OFFICER by its authority.
[NOTARIAL SEAL]	Name: Amy L. Bergemann Notary Public, State of Wisconsin My Commission: 10-110-05
STATE OF WISCONSIN ) SS.	
COUNTY OF WAUKESHA )	h
Executive Officer of KOHL'S DEPARTME	day of November, 2001, R. Lawrence Montgomery, the Chief NT STORES, INC., a Delaware corporation, to me known to be the ent, and acknowledged that he executed the same as such officer of
[NOTARIAL SEAL]	Name: Karen S. Hebert Notary Public, State of Wisconsin
TOTARY PAR	My Commission: 12/22/02

STATE OF OKLAHOMA ) SS. COUNTY OF Oklah Ama )	
Personally came before me this /2 ** HOBBY LOBBY STORES, INC., an Oklahoma	day of November, 2001, Bill Darrow, the Vice-President of corporation, to me known to be the person who executed the executed the same as such officer of said corporation, by its
[NOTARIAL SEAL]	Name: CARIA 5. CROWELL  Notary Public, State of Oklahoma  My Commission: My Commission Expires Mar. 27, 2002
STATE OF WISCONSIN )	
VICE president of B	of November, 2001, <u>Daniel Boder</u> , the & K ENTERPRISES, INC., a Wisconsin corporation, to me ag instrument, and acknowledged that he executed the same as
such officer of said corporation, by its authority.  [NOTARIAL SEAL OTARY PUSICAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL SE	Name: Man Hum
★ SHERYL A	My Commission ////3/005

#### **EXHIBIT "A"**

Part of the SE 1/4 and the SW 1/4 of Section 13, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin, described as follows: Commence on the East and West 1/4 line of said Section at a point located North 86°58' West 2150.57 feet from the East 1/4 corner of said Section; run thence South 77.11 feet to the point of beginning of this description; thence run South 693.78 feet; thence North 86°58' West 766.58 feet to the Easterly right-of-way line of Wisconsin State Trunk Highway 31; thence North 18°29' East 380.75 feet along said Easterly right-of-way line; thence South 86°58' East 167.00 feet: thence North 03°02' East 150.00 feet; thence North 86°58' West 125.54 feet to the said Easterly right-of-way line; thence North 18°29' East 68.56 feet along said Easterly right-of-way line; thence North 47°27' East 153.85 feet along said Easterly right-of-way line to the Southerly right-of-way line of Wisconsin State Trunk Highway 20; thence South 86°58' East 103.55 feet; thence South 03°02' West 145.00 feet; thence South 86°58' East 161,00 feet; thence North 03°02' East 145.00 feet to the said Southerly right-of-way; thence South 86°58' East 196.50 feet along said Southerly right-of-way line to the point of beginning of this description. Excepting therefrom the Southerly 24.0 feet of the above described parcel. And further excepting therefrom that part of the Southeast 1/4 of Section 13. Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows:

Commence on the East and West 1/4 line of said Section 13 at a point that is located North 86°58' West 2150.57 feet from the East 1/4 corner of said Section; run thence South 746.86 feet to the point of beginning of this description; thence North 86°58' West 164.85 feet; thence North 03°02' East 326.94 feet; thence South 86°58' East 147.53 feet; thence South 327.40 feet to the point of beginning of this description.



#### FIRST AMENDMENT TO SHARED DRIVEWAY MUTUAL AGREEMENT

Document Number

Document #: 2345121

Date: 02-25-2013 Time: 04:09:00 PM Pages: 18 Fee: \$30.00 County: RACINE State: WI Requesting Party: Landmark Title Corp. - Kenosha Register of Deeds: TYSON FETTES RACINE COUNTY REGISTER OF DEEDS

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

Recording Area

Name and Return Address

Joseph S. Rupkey, Esq. Foley & Lardner LLP 777 East Wisconsin Avenue Milwaukee, Wisconsin 53202-5306

See Exhibits

Parcel Identification Number (PIN)

This instrument was drafted by Cindy Carucci of Panda Restaurant Group, Inc., 1683 Walnut Grove Avenue, Rosemead, California 91770.

## FIRST AMENDMENT TO SHARED DRIVEWAY MUTUAL AGREEMENT

This First Amendment to Shared Driveway Mutual Agreement ("First Amendment") is
entered into as of the Alard day of February, 2013, by and between W.C. APPLETON DEVELOPMENTS, LLC, a California limited liability company ("WC") and B. & K.
entered into as of the day of the
DEVELOPMENTS, LLC, a California limited liability company ("WC") and B. & K.
ENTERPRISES, INC., a Wisconsin corporation ("B&K").

#### RECITALS

WC is the owner of certain real property located at 5417 Washington Avenue in the Village of Mt. Pleasant, County of Racine, State of Wisconsin as more particularly described on Exhibit "A-1". Such property was purchased from Johnson Bank (the "Bank"), on or about December 28, 2012 (the "Conveyance Date").

B&K is the owner of certain real property located in the Village of Mt. Pleasant, County of Racine, State of Wisconsin as more particularly described on <u>Exhibit "A-2"</u>.

WC's predecessor in interest and B&K entered into that certain Shared Driveway Mutual Agreement dated November 30, 2001 and recorded in the office of the Racine County Register of Deeds on December 6, 2001, as Document No. 1803368 (the "Shared Driveway Agreement").

WC and B&K desire to change the location and configuration of the easement created by the Shared Driveway Agreement.

#### - AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to amend the Shared Driveway Agreement as follows:

- 1. <u>Recitals and Definitions</u>. The foregoing Recitals are incorporated herein by reference. Capitalized and defined terms used in this First Amendment shall have the same meanings as those ascribed to them in the Shared Driveway Agreement, unless the context clearly dictates otherwise.
- 2. <u>Easement Area: Legal Description and Depiction</u>. Paragraph 4 of the Shared Driveway Agreement is hereby deleted in its entirety, and the following is inserted in its place: "The driveway easement area is legally described in Exhibit "B-1" attached hereto and made a part hereof, and is depicted on Exhibit "B-2" attached hereto and made a part hereof." In addition, Exhibit "B" to the Shared Driveway Agreement is hereby deleted in its entirety, and Exhibit "B-1" and Exhibit "B-2" attached to this First Amendment are inserted in its place.
- 3. <u>Covenants Run with the Land</u>. All terms and conditions in this First Amendment, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by WC and B&K and their respective successors and assigns.

WC, B&K and any successor or assign as fee simple owner of any property subject hereto shall cease to have any liability under the Shared Driveway Agreement, as amended by this First Amendment, with respect to facts or circumstances arising after such party has transferred its fee simple interest.

- 4. <u>Governing Law.</u> This First Amendment shall be construed and enforced in accordance with the Laws of the State of Wisconsin.
- 5. <u>Ratification</u>. The Shared Driveway Agreement as amended herein is hereby ratified and affirmed, and except as expressly amended hereby, all other terms and provisions of the Shared Driveway Agreement shall remain unchanged and shall continue in full force and effect. The terms of this First Amendment shall control over any conflicts between the Shared Driveway Agreement and the terms of this First Amendment.
- 6. Execution. This First Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 7. <u>Authority</u>. The persons signing this First Amendment each represent to all parties hereto that they have full authority to bind such parties, as applicable, to the terms and conditions of this First Amendment.
- 8. <u>Successors in Interest</u>. The terms, conditions and covenants herein contained shall inure to the benefit of and be binding upon the heirs, assigns and other successors in interest to the parties hereto.
- 9. <u>Notices</u>. All notices to either party to this First Amendment shall be delivered in person or sent by nationally recognized courier or overnight service such as Federal Express, to the other party as follows:

If to WC:

W.C. Appleton Developments, LLC c/o Panda Express, Inc.
Attention: Real Estate Legal Department 1683 Walnut Grove Avenue Rosemead, CA 91770

#### If to B&K

B. & K. Enterprise, Inc. Attn: Ann Zuehlke 924 E. Juneau Avenue, Suite 622 Milwaukee, WI 53202

Either party may change its address for notice by providing written notice to the other party.

- 10. <u>Invalidity</u>. If any term or condition of this First Amendment, or the application of this First Amendment to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this First Amendment, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by Law.
- 11. <u>Waiver</u>. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this First Amendment shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this First Amendment.
- 12. <u>Enforcement</u>. Enforcement of this First Amendment may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this First Amendment, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this First Amendment, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.
- 13. Release of the Bank. All parties to this First Amendment acknowledge and agree that, effective as of the Conveyance Date, the Bank shall have no further rights, obligations or liabilities whatsoever (whether accruing before, on or after the Conveyance Date) in any way related to, or arising out of, the Shared Driveway Agreement, and that, as between WC and B&K, WC shall be deemed to have assumed all such rights, obligations and liabilities.

[remainder of page intentionally left blank]

Dated:	W.C. Appleton Developments, LLC, a California limited liability company	
	By: Name: Title:	
Dated: <u>January 13, 2013</u>	B. & K. ENTERPRISES, INC., a Wisconsin corporation  By:	
ACK	NOWLEDGMENT	
STATE OF COUNTY OF This instrument was acknowledged before	·	_ of W.C
	Name: Notary Public, State of Wi My commission expires:	
ACK	NOWLEDGMENT	
STATE OF WISCONSIN COUNTY OF <u>M 1 / wask</u> a		
This instrument was acknowledged before Daniel Bader  B. & K. Enterprises, Inc., a Wisconsin co	re me on Sanvay 3/, 2013, by, as President proporation.	_ of
0740	Name: Linda K. R. Notary Public, State of Wi My commission expires: A	sconsin

9259155 4845-2556-0338.2

, ,	
Dated: 1/31/13	W.C. Appleton Developments, LLC, a California limited liability company
·	a Cantorna miniot habitity vortipany
	By:
	Name: Paggy Triang Charm Title: Manager
	Title: Vadda (
	Title. Manual A
	U
Dated:	B. & K. ENTERPRISES, INC.,
Dated.	a Wisconsin corporation
	The state of the s
	Ву:
	Name:
	Title:
	11000
ACKNO	OWLEDGMENT
COT LOTTO AD	/
STATE OF	
COUNTY OF	
This instrument was acknowledged before r	2013 hr
I his instrument was acknowledged before i	ne on randary, 2013, by of W.C.
A 1 D I TIC o College	
Appleton Developments, LLC, a California	minited habinty company.
1 the state of the	· · · · · · · · · · · · · · · · · · ·
Call	Name:
	Notary Public, State of Wisconsin
	My commission expires:
	•
ACKNO	OWLEDGMENT
on the on the control of	
STATE OF WISCONSIN	
COUNTY OF	
	2012 1
This instrument was acknowledged before r	ne on, 2013, by
B. & K. Enterprises, Inc., a Wisconsin corp	_, as or
B. & K. Enterprises, Inc., a Wisconsin corp	oration.
	Name:
	Notary Public, State of Wisconsin
	My commission expires:

#### **ACKNOWLEDGMENT**

STATE OF CALIFORNIA	)
COUNTY OF LOS ANGELES	) s: )

On January 31, 2013, before me, **JEFFERY FONG**, Notary Public, personally appeared **PEGGY TSIANG CHERNG**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my name and official seal.

JEFFERY FONG
Commission # 1951973
Notary Public - California
Los Angeles County
My Comm. Expires Sep 12, 2015

Jeffery Forig

Notary-Public in and for the

State of California

My commission expires: September 12, 2015

#### FIRST AMENDMENT TO SHARED DRIVEWAY MUTUAL AGREEMENT

Re: Certain Real Property located within RACINE, WI.

Signer: Peggy Tsiang Cherng, Manager of W.C. Appleton Developments, LLC, a California limited liability company

In accordance with Paragraph 6 of the Shared Driveway Agreement, the undersigned hereby approve this First Amendment as of the date(s) set forth below.

	Approved by:
Dated:	Village of Mt. Pleasant
·	₽ _{vr} •
	By: Name:
	Title:
•	
Dated:	Wisconsin Department of Transportation
•	By: Shew Schons
	Name: SHERL SCHMIT
	Title: SG REGION PLANNING CHIEF
	11110. 20 (000 1000 - 00001000
	·
ACK	NOWLEDGMENT
STATE OF WISCONSIN	
COUNTY OF RACINE	· ·
	2012 1
This instrument was acknowledged before	re me on, 2013, by of the
Village of Mt. Pleasant.	, as or and
Village of Mr. 1 leasant.	
	·
	Name:
	Notary Public, State of Wisconsin My commission expires:
·	My commission expires.
ACK	NOWLEDGMENT
STATE OF WISCONSIN	
COUNTY OF <u>Waykesha</u>	
This instrument was acknowledged befo	re me on <u>February</u> 4, 2013, by
SHERI SCHMIT	, wo <u>region</u>
Wisconsin Department of Transportation	1.
	Ouanita Sevenson
•	Name: Juanta Swenson
	Notary Public, State of Wisconsin
	My commission expires: 3-4-/6

In accordance with Paragraph 6 of the Shared Driveway Agreement, the undersigned hereby approve this First Amendment as of the date(s) set forth below.

4	Approved by:
Dated: 15,2013  Dated:	Village of Mt. Pleasant  By: Name: PON MENT  Title:  DEVICED OF PLANIM AND  Wisconsin Department of Transportation  By: Name: Title:
ACKNOW	LEDGMENT
STATE OF WISCONSIN COUNTY OF RACINE	
This instrument was acknowledged before a RON MCLACT of the Village of Mt. Pleasant.	me on 7:4 may 15, 2013, by , as <u>Director of Planning</u> & Deuclopment
Wisconsi RUDYCHEV  Wisconsi RUDYCHEV	Name: V. Rudychev  Notary Public, State of  My commission expires: 00.14
ACKNOW	LEDGMENT
STATE OF WISCONSIN COUNTY OF	
This instrument was acknowledged before	me on, 2013, by, as
of the Wisconsin Department of Transports	ation.

### EXHIBIT "A-1"

# LEGAL DESCRIPTION OF THE WC PROPERTY

[see attached]

#### EXHIBIT A-1

#### LEGAL DESCRIPTION OF THE WC PROPERTY

Part of the South East Quarter of Section 13, Town 3 North, Range 22, East, bounded as follows: Commence On the East and West Quarter line of said Section 13 at a point located North 86°58'West 2,347.07 feet from the East Quarter corner of said Section 13; run thence South 77.11 feet to the point of beginning of this description; thence South 03°2' West 145.00 feet; thence North 86°58'West 161.00 feet; thence North 03°2' East 145.00 feet to the South line of the Wisconsin State Trunk Highway No. 20; thence South 86°58' East 161.00 feet to the point of beginning. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

### EXHIBIT "A-2"

# LEGAL DESCRIPTION OF THE B&K PROPERTY

[see attached]

### * Village

PARCEL A:

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

Commencing on the East and West 1/4 line of said Section at a point located North 86° 58' West 2150.57 feet from the East 1/4 corner of said Section; running thence South 77.11 feet to the point of beginning of this description; thence running South 693.76 feet; thence North 86° 58' West 766.58 feet to the Easterly right of way line of Wisconsin State Trunk Righway 31; thence North 18° 29' East 380.75 feet along said Easterly right of way line; thence South 86° 58' East 157.00 feet; thence Eorth 03° 02' East 150.00 feet; thence North 86° 58' West 125.56 feet to the said Easterly

*** CONTINUED ***

right of way line; thence Worth 18° 29' East 68.56 feet along said Easterly right of way line; these North 47° 27' East 153.85 feet along said Easterly right of way line to the Southerly right of way line of Wisconsin State Trunk Highway 20; thence South 86° 58' East 103.55 feet; thence South 03° 02' Mest 165.00 feet; thence South 58° 58' East 161.00 feet; thence Worth 03° 02' East 165.00 feet to the said Southerly right of way; thence South 86° 58' East 196.50 feet along said Southerly right of way line to the post of beginning of this description:

EXCEPTING THEREPRON the Southerly 22.0 feet of the above-degribed parcel; and EXCEPTING THEREPRON the parcel described as follows:

That part of the Southeast 1/4 of Section 13, Town 3 Morth, Range 22 East, in the Transfor Mt. Pleasant, County of Racine, State of Wisconsin, described as follows:

Commencing on the East and West 1/4 line of said Section 13 at a point that is located North 86° 58' West 2150.57 feet from the East 1/4 corner of said Section; thence running South 745.86 feet to the point of beginning of this description; thence North 86° 58' Nest 164.85 feet; thence Morth 03° 02' East 325.94 feet; thence South 86° 58' East 147.53 feet; thence South 327.40 feet to the point of beginning of this description.

EXCEPTING THEREFRON those lands conveyed to the State of Wisconsin in Deed remorated as Document No. 1787154.

PARCEL B:

That part of the Southeast 1/4 of Section 13, Town 3 North, Range 22 East, in the Geometry of Mr. Pleasant, County of Racine, State of Wisconsin, described as follows:

Commencing at the East and West 1/4 line of Said Section 13 at a point that is located North 85° 58' West 2150.57 feet from the East 1/4 corner of said Section; numning thence South 746.86 feet to the point of beginning of this description; thence Worth 86° 58' West 164.95 feet; thence Worth 03° 62' East 326.94 feet; thence South 36° 58' East 147.53 feet; thence South 327.40 feet to the point of beginning of this description.

EXCEPTING THEREFROM the following:

That part of the Southeast 1/4 of Section 13, Town 3 Worth, Range 22 East, in the Rosen's fit. Pleasant, County of Bacine, State of Misconsin, which is bounded and described as follows;

Commencing at the Northeast corner of said Southeast 1/4, thence North 39° 10' 35° Mest along the North line of said Southeast 1/4, 2150.57 feet; thence South 2° 07' 39° East 413.45 feet to the place of beginning of the lands to be described; thence continuing South 2° 07' 30° East, 327.40 feet; thence North 89° 10' 36° West and parallel to said North line, 157.34 feet; thence North 0° 49° 24° East 74 14 feet; thence Morth 89° 16' 36° West 0.50 feet to a point on the center line of an existing party wall; thence North 0° 49' 24° East along the center line of said party wall, 45.18 feet; thence South 89° 10' 36° East, 0.50 feet; thence North 0° 49' 24° East, 10.07 feet; thence North 89° 10' 36° West, 4.59 feet; thence North 0° 49' 24° East, 62.05 feet; thence North 89° 10' 36° West, 2.48 feet; thence North 0° 49' 24° East, 35:53 feet; thence South 89° 10' 36° Rast, 147.53 feet to the place of beginning.

* Village

X Virlage

*Village

## EXHIBIT "B-1"

# LEGAL DESCRIPTION OF THE DRIVEWAY EASEMENT AREA

[see attached]

#### EXHIBIT B-1

#### Legal Description of the Shared Driveway

An easement for shared drive access purposes in that part of the Southeast 1/4 of Section 13, Town 3 North, Range 22, East, described as:

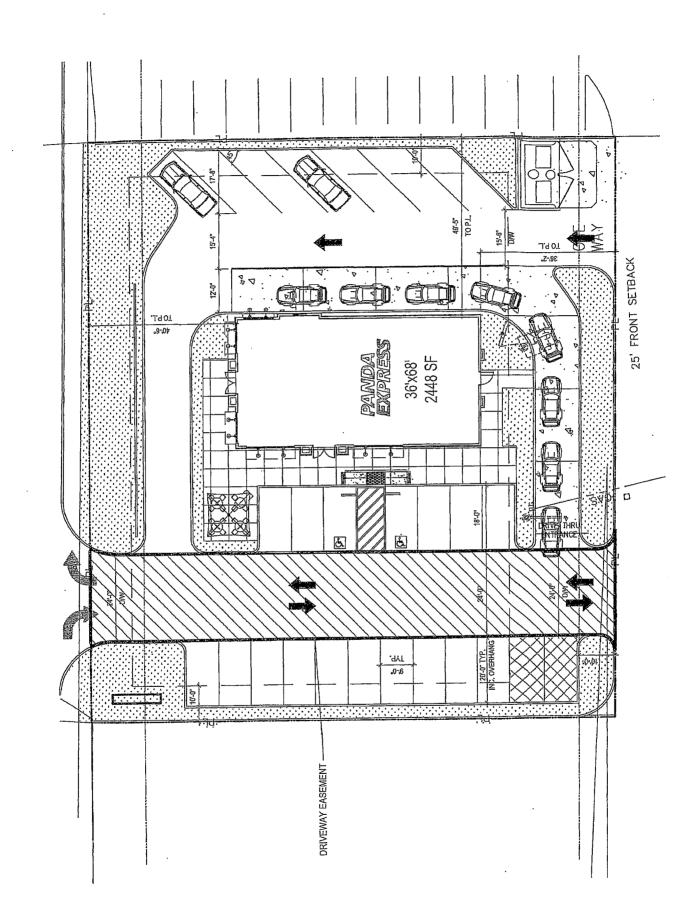
Commencing at the East 1/4 corner of Section 13; thence North 86°58'00" West 2455.77 feet along the East-West 1/4 line of said Section 13; thence South 03°02'00" West 77.01 feet to a point on the South right of way line of Washington Avenue (S.T.H. 20) (variable width) for THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence Southwesterly 8.42 feet along a 15.00 foot radius curve to the left, the chord of which bears South 19°01'48" West 8.31 feet; thence South 02°57'18" West 127.26 feet; thence Southeasterly 15.69 feet along a 10.00 foot radius curve to the left, the chord of which bears South 42°00'21" East 14.13 feet; thence North 86°58'00" West 44.00 feet; thence Northeasterly 15.72 feet along a 10.00 foot radius curve to the left, the chord of which bears North 47°59'39" East 14.15 feet; thence North 02°57'18" East 128.42 feet; thence Northwesterly 6.80 feet along a 15.00 foot radius curve to the left, the chord of which bears North 10°01'35" West 6.74 feet to a point on the South right of way line of Washington Avenue (S.T.H. 20); thence South 87°27'06" East 27,81 feet along said South right of way line to the place of beginning.

Said land being in the Village of Mount Pleasant, Racine County, Wisconsin.

### EXHIBIT "B-2"

## DEPICTION OF THE DRIVEWAY EASEMENT AREA

[see attached]



COVENANT

VOL 767 PAGE 40

In order to further the orderly layout and use of land; to lessen congestion in the streets and highways; to provide for proper ingress and egress; and for the purpose of providing for the safety of travel upon and entrance into and departure from the state trunk highway designated as S.T.H. (U.S.H.) 31, all in accordance with the provisions of Chapter 236, Wisconsin Statutes, and the Rules and Regulations Governing Land Subdivision Plats Abutting State Trunk Highways and Connecting Streets. Chapter Hy 33, Wisconsin Administrative Code, the undersigned owners of the lands described as:

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

Commence at the intersection of the East and West & Section line of said Section 13 and the centerline of the Green Bay Road; run thence Southwesterly 664.63 feet along the centerline of said Green Bay Road to the point of beginning of this description; run thence Southeasterly 200 feet along the Southerly line of the land owned by Leo Janowski as recorded on Warrantee Deed in Volume

Page 2/2 of Records in the Office of Register of Deeds for Racine County; run thence Southwesterly parallel to the centerline of said highway 31,610.1 feet more-or-less to the Northerly line of the Westerly extension of Wright Avenue to Wisconsin Trunk Highway 31, now in process of development by the City of Racine; thence Northwesterly 200 feet along said Northerly street line to its extension to the centerline of the Green Bay Road; thence Northeasterly 610.1 feet more-or-less to the point of beginning of this description.

hereby covenant and agree as follows:

- (1) No direct vehicular access between the above-described lands and S.T.H. (U.S.H.) 31
- (2) It is expressly agreed by the undersigned owners that these covenants shall run with the land and shall forever bind themselves, their heirs, administrators, executors, and assigns until said covenants or any part thereof are released by the State Highway Commission of Wisconsin.

In the Presence of

Lewis Forms

Milling J. L.C.

by tedward to Louis Portner

State of Wisconsin()

Racine County)

Jan. 10, 1962

0

Personally came before me this 17. day of November, 196 2, the above-named Edward E Lewis & Elief E Lewis + to me known to be the persons who executed the foregoing instrument and acknowledged the same.

* doing business as Lewis Farms, a Partnership

This instrument prepared by

Affaran,

Notary Public
Commission Expires

My Commission E October 11, 1964

H. Larger

74643

746431

VOL. 767 PAGE 41

Document #: 2417501

Date: 09-14-2015 Time: 01:14:45 PM Pages: 30
Fee: \$30.00 County: RACINE State: WI

Requesting Party: First American Title NCS-Energy Group

Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS

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

Easement Agreement

Recording Requested By: First American Title National Commercial Services

104855

This document drafted by:

Anthony D. Greene, Esq. Troutman Sanders LLP 600 Peachtree Street, N.E. Suite 5200 Atlanta, Georgia 30308 Recording Area
Name and Return Address

Anthony D. Greene, Esq. Troutman Sanders LLP 600 Peachtree Street, N.E. Suite 5200 Atlanta, Georgia 30308

Tax Key No. 51-151-03-22-13-154-005

Tax Key No. 13132-102 Tax Key No. 13132-95

Tax Key No. 51-151-03-22-13-171-000

Tax Key No. 151-03-22-13-170-000

#### **EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (the "Agreement") by and between B. & K. ENTERPRISES, INC., a Wisconsin corporation ("Grantor"), RACINE SHOPPING CENTRE, LLC, a Wisconsin limited liability company ("RSC") and CHICK-FIL-A, INC., a Georgia corporation ("CFA"), is made effective as of this ________ day of August, 2015.

WHEREAS, Grantor is the owner of certain real property described on Exhibit "A" attached hereto and made a part hereof by this reference ("Grantor's Property"); and

WHEREAS, RSC is the owner of certain real property described on <u>Exhibit "B"</u> attached hereto and made a part hereof by this reference (the "<u>RSC Property</u>"); and

WHEREAS, the RSC Property is subject to that certain long term ground lease dated as of April 3, 2015 (the "Lease") between CFA, as ground tenant, and RSC, as landlord; and

WHEREAS, the parties to this Agreement desire to establish certain easements, rights and covenants in connection with CFA's development of the RSC Property, including (during the term of the Lease) CFA's construction, installation, use, maintenance and repair of (i) a sanitary sewer line, and (ii) a water line, as shown on those certain engineering plans referenced on Exhibit "C" attached hereto (the "Plans").

NOW THEREFORE, for and in consideration of Ten and No/Dollars (\$10.00) and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor, RSC and CFA hereby covenant and agree as follows:

Sanitary Sewer Easement. In connection with CFA's development of the 1. RSC Property, CFA desires to construct and install, at its sole cost and expense, an eight inch (8") sanitary sewer line and related facilities (the "Sanitary Sewer Line"), to be located on Grantor's Property in the approximate location shown on the attached Exhibit "D-1". Grantor hereby grants to RSC and CFA, for the benefit of the RSC Property, a perpetual, non-exclusive easement (the "Sanitary Sewer Easement") over, under, on, across and through the area described on Exhibit "D" attached to this Agreement (the "Sanitary Sewer Easement Area") for the purpose of using, maintaining, operating, repairing and replacing the Sanitary Sewer Line. The Sanitary Sewer Easement shall terminate upon the date that the Sanitary Sewer Line is dedicated to the public pursuant Paragraph 2 below. In connection with the installation of the Sanitary Sewer Line, Grantor hereby grants and conveys for the benefit of CFA, a temporary construction easement over, under, on, across and through the "Temporary Sanitary Construction Easement Area" identified on the attached Exhibit "D-1" for the purpose of ingress, egress, construction and work necessary for the installation of the Sanitary Sewer Line in

accordance with the Plans. CFA will require Grantor to allow the temporary closure of their driveway access onto Washington Ave as shown on engineering plan sheet PS-1.3 include herein as Exhibit "C". Pursuant to the Wisconsin Department of Transportation (WISDOT) approved utility permit, the temporary driveway closure will not exceed five (5) calendar days, which may be non-consecutive. The temporary construction easement granted herein shall automatically terminate upon the earlier of (i) date that CFA completes the work to install the Sanitary Sewer Line, (ii) 60 days after the date CFA commences the work to install the Sanitary Sewer Line, (iii) November 1, 2015, or (iv) the date CFA notifies Grantor that it will not be performing such work. The rights and easements established in this Paragraph 1 shall in no way limit or restrict the right and privilege of Grantor to use or develop Grantor's Property, or to repair, relocate, alter or replace any other utility conduit, line or facility located within the Sanitary Sewer Easement Area as may be necessary or desirable by Grantor in the operation and development of Grantor's Property, to be done at the expense of Grantor, provided that, in no event shall sanitary sewer service to the RSC Property be interrupted at any time.

- 2. <u>Dedication of Sanitary Sewer Line for Public Use</u>. Upon completion of the construction and installation of the Sanitary Sewer Line, Grantor shall execute and record an easement required by the Village of Mt. Pleasant, the form of which is attached as <u>Exhibit "F"</u> for the purpose of dedicating the Sanitary Sewer Line for public use and, upon Grantor's request, CFA and RSC shall contemporaneously execute and deliver a quitclaim deed in favor of Grantor releasing any and all interest CFA or RSC may have in the Sanitary Sewer Easement Area. CFA shall pay the cost to prepare and record all necessary documents described in this Paragraph.
- Water Line Easement. In addition, CFA shall, at its sole cost and expense, 3. construct and install on Grantor's Property an eight inch (8") water line required to serve the improvements located on the RSC Property (the "Water Line"), to be located in the approximate location shown on the Plans, in order to tie into an existing twelve inch (12") water main located on Grantor's Property that extends to Washington Avenue (State Highway 20). Grantor hereby grants to RSC (and CFA during the term of the Lease), for the benefit of the RSC Property, a perpetual, non-exclusive easement (the "Water Line Easement") over, under, on, across and through the area described on Exhibit "E" and depicted on Exhibit "E-1" attached to this Agreement (the "Water Line Easement Area"), for the purpose of using, maintaining, operating, repairing and replacing the Water Line. In connection with the installation of the Water Line, Grantor hereby grants and conveys for the benefit of CFA, a temporary construction easement over, upon, across and through the "Temporary Water Line Construction Easement Area" identified on the attached Exhibit "E-1" for the purpose of ingress, egress, construction and work necessary for the installation of the Water Line in accordance with the Plans. The temporary construction easement granted herein shall automatically terminate upon the earlier of (i) date that CFA completes the work to install the Water Line, (ii) 60 days after the date CFA commences the work to install the Water Line, (iii) November 1, 2015, or (iv) the date CFA notifies Grantor that it will not be performing such work. The rights and easements established in this Paragraph 3 shall in no way limit or restrict the right and privilege of Grantor to use or develop Grantor's Property, or to repair, relocate,

alter or replace any other utility conduit, line or facility located within the Water Line Easement Area as may be necessary or desirable by Grantor in the operation and development of Grantor's Property, to be done at the expense of Grantor, provided that, in no event shall water service to the RSC Property be interrupted at any time.

- 4. <u>Manner of Performing Construction</u>. CFA's construction and installation of the facilities referenced in this Agreement shall be subject the following requirements and limitations:
- (a) No such easement shall exceed the size or extend in time beyond the duration reasonably required for such purposes;
- (b) No such easement may be utilized in such manner as to unreasonably or unnecessarily interfere with the conduct of business on Grantor's Property;
- (c) CFA shall clear the temporary construction easement areas and remove all debris from the site upon completion of the work described in this Agreement;
- (d) CFA shall install the Sanitary Sewer Line, together with any manhole structures and the Water Line strictly in accordance with the Plans and in accordance with all required permits and applicable law;
- (e) CFA shall perform testing of the Sanitary Sewer Line and the Water Line as required by the Village of Mt. Pleasant, and provide copies of such tests to Grantor upon request; and
- (f) CFA shall restore the surface of the Sanitary Sewer Easement Area and the Water Line Easement Area (and any areas of Grantor's Property disturbed or damaged by such work) following completion of the construction described hereunder to as near their original condition as reasonably possible.

#### 5. Maintenance and Use.

- a. Grantor shall be responsible, at its sole cost and expense, for maintaining, repairing and replacing the portions of the Sanitary Sewer Line and the Water Line located on Grantor's Property in good order and repair, unless and until the Sanitary Sewer Line is dedicated to the public, at which time Grantor's maintenance, repair and replacement obligations solely as to the Sanitary Sewer Line shall automatically terminate.
- b. CFA (during the term of the Lease) and then RSC, shall be responsible, at its sole cost and expense, for maintaining, repairing and replacing the portions of the Sanitary Sewer Line and the Water Line located on the RSC Property in good order and repair, unless and until the Sanitary Sewer Line is dedicated to the public,

at which time RSC's maintenance, repair and replacement obligations solely as to the Sanitary Sewer Line shall automatically terminate.

- 6. Failure to Maintain. If either party fails to provide the maintenance required by Paragraph 5 above, the other party may, after twenty (20) days prior written notice (except in the event of an emergency, in which case only reasonable notice under the circumstances shall be required), cause appropriate maintenance or repair work to be performed, and pay any costs or expenses in connection with such work. The failing party shall reimburse the performing party for such costs and expenses within twenty (20) days after receipt of a written demand, accompanied by reasonable evidence of such costs and expenses.
- 7. <u>Indemnity</u>. CFA hereby agrees to indemnify and hold Grantor harmless from and against any claims, liens, suits, actions, demands, judgments, damages, liabilities, injuries, losses and expenses (including reasonable attorneys' fees and court costs) arising from or out of the exercise of the easements granted to CFA in this Agreement.
- CFA shall maintain in effect, at all times during any construction performed under this Agreement, a policy or policies of comprehensive general liability insurance with combined single limits of not less than \$1,000,000 per occurrence for bodily injury and property damage and not less than \$2,000,000 in the aggregate and naming Grantor as an additional insured and insuring against injury to property, person, or loss of life arising out of use, occupancy or maintenance of the Grantor Property by CFA. Prior to entering upon the Grantor Property, CFA shall provide Grantor with reasonable evidence of such insurance. Before any contractor, consultant or agent of CFA may enter upon the Grantor Property in relation to the exercise of any right granted hereunder, CFA shall deliver to Grantor a certificate of insurance demonstrating such contractor has liability insurance naming Grantor and CFA as insureds and having limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate and worker compensation insurance in amounts as required by law. All policies of insurance shall be underwritten by insurance companies licensed to do business in the State of Wisconsin, shall in all respects be reasonably acceptable to Grantor and shall contain a provision requiring 30 day notice to Grantor before such policies may be cancelled.
- 9. Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given (a) when delivered personally or (b) on the day which is two (2) business days after said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, or (c) on the next business day after the day said communication was deposited with a nationally recognized overnight courier service, addressed as follows:

To Grantor:

B. & K. Enterprises, Inc. Astor Hotel – Suite 622 924 E. Juneau Ave. Milwaukee, WI 53202

To RSC:

RSC, LLC

Grand Duchess at Saint Patrick's 132 Saint Patrick's Road, #08-10

Singapore 424212 Attn: Gilberto Cabral PHONE: +65 9388-8616

EMAIL: gilberto.cabral@meiban.com

With copy to:

Siegel-Gallagher

252 East Highland Avenue Milwaukee, WI 53202 PHONE: (414) 270-4115 FAX: (414) 988-1376 Attn: Kevin Hannan

With copy to RSC's Counsel:

Antonopoulos Law Group LLC

N35 W23877 Highfield Court, Suite 100

Pewaukee, WI 53072 PHONE: 262-649-5576 FAX: 262-649-5556

ATTN: Todd T. Nelson, Esq.

If to CFA:

Chick-fil-A, Inc. 5200 Buffington Road Atlanta, Georgia 30349 PHONE: (404) 765-8000 FAX: (404) 684-8620

ATTN: Property Management - Real

Estate Legal

With a copy to:

Chick-fil-A, Inc. 5200 Buffington Road Atlanta, Georgia 30349 PHONE: (404) 765-8000 FAX: (404) 305-4780

ATTN: Real Estate Legal Department -

**FSU Division** 

With a copy to CFA's Counsel:

Troutman Sanders LLP 600 Peachtree Street, NE

Suite 5200

Atlanta, Georgia 30308 PHONE: (404) 885-3656 FAX: (404) 885-3900 ATTN: Anthony Greene, Esq.

Notices may also be given by personal delivery or by reputable courier, in which case the notice shall be deemed effective upon delivery. Inability to deliver because of an incorrect address provided by a party hereto or because of refusal or rejection by the party to which it is being said shall be deemed delivered.

- 10. Private Easements. Except as may be otherwise expressly set forth in this Agreement, the easements, rights, licenses and privileges established, created and granted in this Agreement shall be for the benefit of, and shall be restricted solely to the parties hereto, their successors and assigns, their tenants, or subtenants and their respective customers, employees and invitees and this instrument shall in no event be construed to create any rights in or for the benefit of the general public.
- 11. <u>Modifications</u>. This Agreement may be amended only by a written instrument executed by all the parties to this Agreement.
- 12. <u>Binding Effect: Governing Law.</u> The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective customers, invitees, employees, agents, contractors, licensees, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of Wisconsin.
- 13. <u>Temporary Construction Easements</u>. With respect to the "temporary construction easements" granted in <u>Paragraphs 1 and 3</u> above:
- a. All work contemplated under this Agreement shall be performed to minimize interference with the business operations of on Grantor's Property. CFA shall reasonably cooperate and coordinate its activities in the exercise of its rights under the Agreement with Grantor, and all contractors or agents of any of the foregoing, so as to minimize any interference with the ownership and development interests in the Grantor Property. CFA shall keep Grantor reasonably informed regarding their use of the easement areas and all work being performed on Grantor Property.
- b. CFA shall maintain those parts of the Grantor Property used by CFA hereunder in a clean, safe and good condition at all times. With respect to CFA's use of the Grantor Property, CFA shall take all safety measures required by law and shall also take necessary safety measures related to the safety of CFA's employees, servants and agents and Grantor's tenants, agents, customers, and invitees. Upon completion of CFA's work and use of the temporary construction easement areas, CFA shall promptly return the Grantor Property to substantially the same condition they were in immediately before the date of this Agreement.

c. CFA's work shall be performed in accordance with all applicable laws, statutes, codes, ordinances and governmental rules and regulations. Prior to commencing such work, CFA shall meet with Grantor to coordinate those aspects of the work impacting the Grantor Property and to ensure that any unreasonable interference with customary business operations on either parcel is mitigated. Notwithstanding the foregoing, CFA represents and warrants that once started, the work will be diligently pursued and will be complete within 60 days from the date it commences. If CFA shall damage any portion of the Grantor Property due to its entry onto such property pursuant to this Agreement, CFA shall be responsible, at its sole cost and expense, for repairing such damage. CFA shall keep the Grantor Property free of any construction liens arising from the work. In the event any construction or other lien is filed against the Grantor Property on account of CFA's work, CFA shall cause the same to be discharged and released of record within 30 days of filing.

[Signatures commence on the following page]

IN WITNESS WHEREOF, the parties hereto have set their hand and seal as of the date first written above.

#### "GRANTOR"

	B. & K. ENTERPRISES, INC., a Wisconsin corporation  By: Name: Affred Barrer  Title: Fresident
STATE OF WISCONSIN	}
	} SS:
COUNTY OF MILWAUKEE	}
	was acknowledged before me this 3/st day of Sader, the Plesident of B. & K.

My commission expires: 9-27-15

[Signatures continue on the following page]

#### "RSC"

RACINE SHOPPING CENTRE, LLC, a Wisconsin limited liability company

By: Racine Marketplace, Inc., a Wisconsin corporation, its managing member

By: All Cabral
Name: Gilberto Cabral
Title: Secretary

Republic of Singapore
STATE OF,County-ss:
The foregoing instrument was acknowledged before me this 18 day of August, 2015 by Giberto Caber, the Secretary of RACINE MARKETPLACE, INC., a Wisconsin corporation, the Managing Member of RACINE SHOPPING CENTRE, LLC,, LLC, a Wisconsin limited liability company, on behalf of said company.
Notary Public -

My commission expires:

[Signatures continue on the following page]

"CFA"

CHICK-FIL-A, INC., a Georgia corporation

Name:

B. Lynn Chastain

Title: Senior Vice President and General Counsel

Name:

William J. Dumphy, Jr.

Title:

Vice President, Field Talent

STATE OF GEORGIA, Fulton County ss:

The foregoing instrument was acknowledged before me this 27th day of August, 2015 by B. Lynn Chaotan and William J. Dunphy, the Sr. VP & Gun Course and Vice President of CHICK-FIL-A, INC., a Georgia corporation.

My commission expires: 2\10\201

Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Motary I Mot

#### CONSENT AND JOINDER

THIS CONSENT AND JOINDER is entered into by WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014, C24 ("Lender"), as the holder of a Mortgage dated July 17, 2014, from Racine Shopping Centre, LLC to RAIT FUNDING, LLC, recorded with the office of the Register of Deeds in Racine County, Wisconsin on July 18, 2014 as document number 2385721 (the "Mortgage") and subsequently assigned to Lender via an Assignment of Mortgage recorded with the office of the Register of Deeds in Racine County, Wisconsin on December 26, 2014 as document number 2397054 encumbering the property described in that certain Easement Agreement (the "Easement Agreement") to which this Consent is attached. Lender hereby consents to the execution and delivery of the Easement Agreement and joins in the granting of the rights and easements granted over the RSC Property.

Lender has executed this Consent under seal by its duly authorized representative as of the \(\) day of September, 2015.

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 24-C24

By: LNR Partners, LLC, a Florida limited liability company, its Attorney-in-Fact

By: huy V

Name: Arnold Shulkin
Title: Vice President

(SEAL)

STATE OF FLORIDA )
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 10 day of September, 2015, by as Vice President of LNR Partners, LLC, a Florida limited liability company, as attorney-in-fact for WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-C24 on behalf of the trust. He is personally known to me or has produced a driver's license as identification.

NOTARY PUBLIC, STATE OF FLORIDA

#### Xiomara Alaniz

Print or Stamp Name of Notary

My Commission Expires 8/18/19

[Notarial Seal]

XIOMARA ALANIZ

Notary Public - State of F

Notary Public - State of Florida Commission # FF 910048 My Comm. Expires Aug 16, 2019 Bonded through National Notary Assn.

#### **EXHIBIT "A"**

#### **GRANTOR'S PROPERTY**

PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 22 EAST, DESCRIBED AS FOLLOWS: COMMENCE ON THE EAST AND WEST 1/4 LINE OF SAID SECTION AT A POINT LOCATED NORTH 86° 58' WEST 2,150.57 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION; RUN THENCE SOUTH 77.11 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE RUN SOUTH 693.78 FEET; THENCE NORTH 86° 58' WEST 766.58 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF WISCONSIN STATE TRUNK HIGHWAY 31; THENCE NORTH 18° 29' EAST 380.75 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THENCE SOUTH 86° 58' EAST 167.00 FEET; THENCE NORTH 03° 02' EAST 150.00 FEET; THENCE NORTH 86° 58' WEST 125.54 FEET TO THE SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 18° 29' EAST 68.56 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 47° 27' EAST 153.85 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WISCONSIN STATE TRUNK HIGHWAY 20; THENCE SOUTH 86° 58' EAST 103.55 FEET; THENCE SOUTH 03° 02' WEST 145.00 FEET; THENCE SOUTH 86° 58' EAST 161.00 FEET; THENCE NORTH 03° 02' EAST 145.00 FEET TO THE SAID SOUTHERLY RIGHT-OF-WAY; THENCE SOUTH 86° 58' EAST 196.50 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING OF THIS DESCRIPTION. EXCEPTING THEREFROM THE SOUTHERLY 24.0 FEET TO THE ABOVE DESCRIBED PARCEL. FURTHER EXCEPTING THEREFROM THAT PART CONVEYED IN QUIT CLAIM DEED RECORDED JANUARY 5, 1988 IN VOLUME 1897, PAGE 370, AS DOCUMENT NO. 1247510. FURTHER EXCEPTING THEREFROM THAT PART CONVEYED IN DEED RECORDED AUGUST 21, 2001 IN VOLUME 3239, PAGE 991, AS DOCUMENT NO. 1787154. SAID LAND BEING IN THE VILLAGE OF MT. PLEASANT, COUNTY OF RACINE, STATE OF WISCONSIN.

Form No. 1068-2 ALTA Plain Language Commitment Commitment No.: NCS-704855-SD

Page Number: 3

RSC Property Exhibit "B!"

Parcel I:

The East 30 feet of Parcel 1 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 of a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-154-005

Address: 5201 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel II:

Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 and a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East, Excepting Therefrom the following: Commence at the North West corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°7'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning, Also Excepting Therefrom: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2, 30.05 feet to the North East corner of Lot 1, Block 4, Highland Village No. 2, a recorded subdivision, said point being the place of beginning of the lands to be described; thence continuing North 89°10'36" West along said South line, 629.11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North 2°57'24" East along the West line of said Lot 3 extended, 28.00 feet to a point; thence South 89°10'36" East, and parallel to the South line of said Parcel 2, 626.63 feet to a point on the East line of Lot 1, Block 4, Highland Village No. 2, extended; thence South 2°07'30" East along said East line extended, 28.02 feet to the place of beginning. Said land being in the City of Racine, County of Racine, and State of Wisconsin.

Tax Key No. 13132-102

Address: 5201 Washington Avenue, Racine, WI 53406

Tax Key No. 13132-95

Address: 1308 Ostergaard Avenue, Racine, WI 53406

#### Parcel III:

All that part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East 1/4; thence North 89°10'36" West along the North line of said South East 1/4, 2150.57 feet; thence South 2°7'30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 02°7'30" East, 327.40 feet; thence North 89°10'36" West and parallel to said North line, 157.34 feet; thence North 00°49'24" East 74.14 feet; thence North 89°10'36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 00°49'24" East, along the centerline of said party wall, 145.18 feet; thence South 89°10'36" East, 0.50 feet; thence North 00°49'24" East, 10.07 feet; thence North 89°10'36" West, 2.44 feet; thence North 00°49'24" East, 35.53 feet; thence South 89°10'36" East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-171-000

Address: 5409 Washington Avenue, Mt. Pleasant, WI 53406

Parcel IV:

Form No. 1068-2 ALTA Plain Language Commitment Commitment No.: NCS-704855-SD

Page Number: 4

Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 1236796 and 892282.

### EXHIBIT "C"

#### **PLANS**

The following plans prepared by HR Green for Chick-fil-A, Inc.:

- 1. Sheet PS-1.0 dated April 30, 2015 and labeled "Plumbing Site Plan"
- 2. Sheet PS-1.1 dated April 30, 2015 and labeled "Sanitary Sewer Main Plan & Profile"
- 3. Sheet PS-1.2 dated March 4, 2015 and labeled "Sanitary Sewer Main Plan & Profile"
- 4. Sheet PS-1.3 dated April 30, 2015 and labeled "Traffic Control Plan"

#### EXHIBIT "D"

#### LEGAL DESCRIPTION OF SANITARY SEWER EASEMENT AREA

Part of the Northwest 1/4 of the Southeast 1/4, Section 13, Township 3 North, Range 22 East, Village of Mount Pleasant, Racine County, Wisconsin being more particularly described as follows:

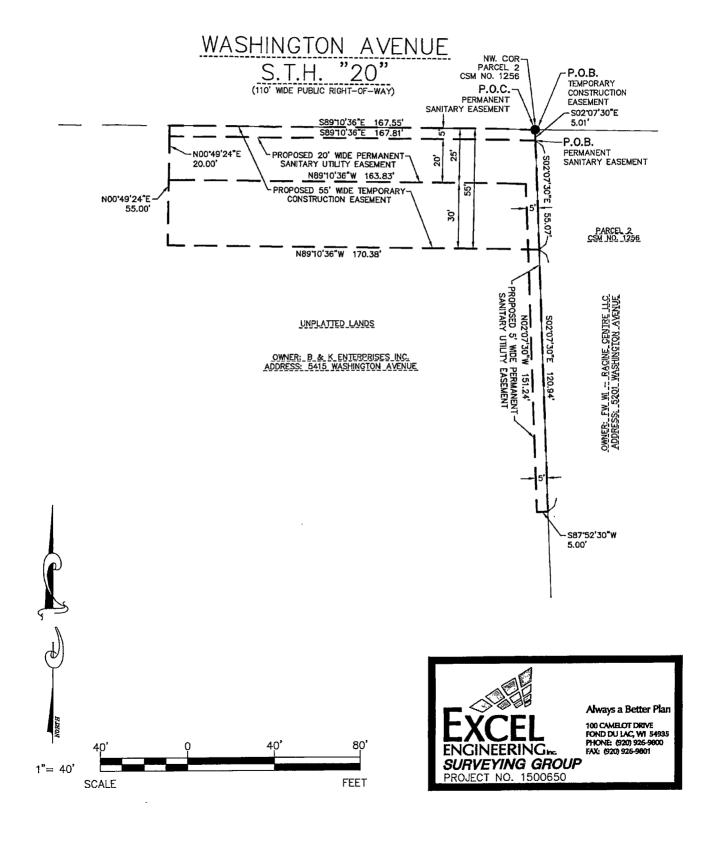
Commencing at the Northwest corner of Parcel 2 of Certified Survey Map No. 1256 recorded in the Racine County Register of Deeds Office in Volume 3, Pages 658-661 as Document No. 1236708; thence South 02'-07'-30" East along the West line of said Parcel 2, a distance of 5.01 feet to the point of beginning; thence continuing South 02'-07'-30" East along said West line, a distance of 171.00 feet; thence South 87'-52'-30" West, a distance of 5.00 feet to a line 5.00 feet Westerly of and parallel with said West line; thence North 02'-07'-30" West along said parallel line, a distance of 151.24 feet; thence North 89'-10'-36" West, a distance of 163.63 feet; thence North 00'-49'-24" East, a distance of 20.00 feet; thence South 69'-10'-36" East a distance of 167.81 feet to the point of beginning.

### EXHIBIT "D-1"

# SANITARY SEWER EASEMENT AREA & TEMPORARY SANITARY CONSTRUCTION EASEMENT AREA

[See attached.]

### SANITARY UTILITY EASEMENTS



#### EXHIBIT "E"

#### LEGAL DESCRIPTION OF WATER LINE EASEMENT AREA

Part of the Northwest 1/4 of the Southeast 1/4, Section 13, Township 3 North, Range 22 East, Village of Mount Pleasant, Racine County, Wisconsin being more particularly described as follows:

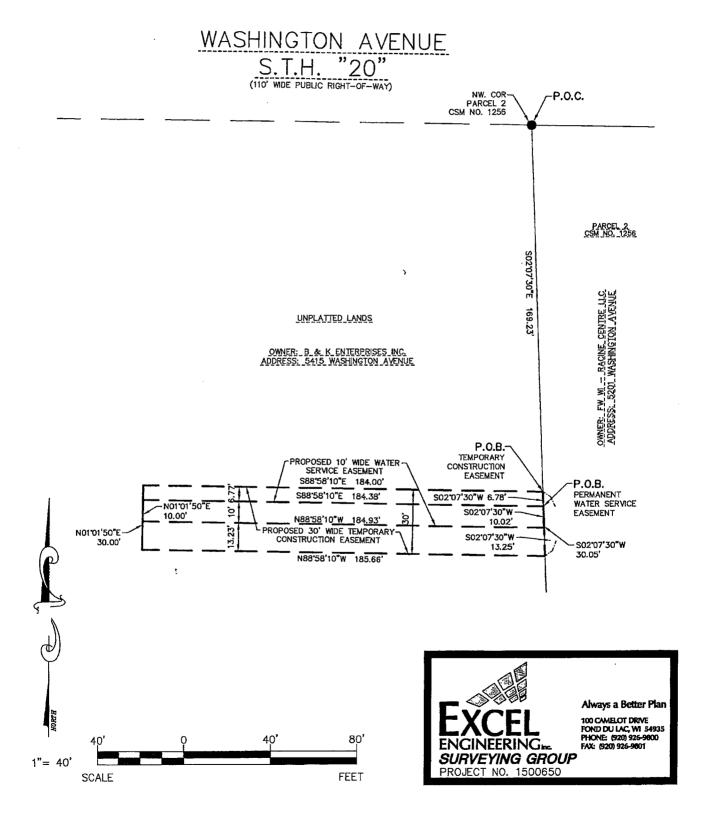
Commencing at the Northwest corner of Parcel 2 of Certified Survey Map No. 1256 recorded in the Racine County Register of Deeds Office in Volume 3, Pages 658-661 as Document No. 1236708; thence South 02*-07'-30" East along the West line of said Parcel 2, a distance of 176.01 feet to the point of beginning; thence continuing South 02*-07*-30" East along said West line, a distance of 10.02 feet; thence North 88*-58'-10" West, a distance of 184.93 feet; thence North 01*-01'-50" East, a distance of 10.00 feet; thence South 88*-58*-10" East, a distance of 184.38 feet to the point of beginning.

### EXHIBIT "E-1"

# WATER LINE EASEMENT AREA & TEMPORARY WATER LINE CONSTRUCTION EASEMENT AREA

[See attached.]

### WATER SERVICE EASEMENTS



### EXHIBIT "F"

### FORM OF SANITARY SEWER EASEMENT

[See attached.]

## Sanitary Sewer Easement Recording Area Name and Return Address Anthony D. Greene, Esq. Troutman Sanders LLP 600 Peachtree Street, N.E. Suite 5200 Atlanta, Georgia 30308 This document drafted by: Tax Key No. _____ Anthony D. Greene, Esq. Troutman Sanders LLP 600 Peachtree Street, N.E. **Suite 5200** Atlanta, Georgia 30308

#### SANITARY SEWER EASEMENT

THIS INDENTURE (the "<u>Agreement</u>") made this  $\frac{21}{\text{corporation}}$  day of August, 2015, between B. & K. ENTERPRISES, INC., a Wisconsin corporation ("B&K"), and VILLAGE OF MT. PLEASANT, Racine County, Wisconsin, a quasi-municipal corporation duly existing under and by virtue of the laws of the State of Wisconsin ("Village").

#### WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, B&K has this day bargained and sold and by these presents does bargain, sell, convey, transfer and deliver unto the Village, its successors and assigns forever, a permanent easement and right of way over the Easement Areas legally described and depicted on the attached Exhibit A ("Easement Areas"), to construct, maintain, use and repair underground pipe lines and mains ("Sanitary Sewer Lines"), for the purpose of conveying sewage across, through and under the real estate legally described on the attached Exhibit B, together with the right to excavate and refill ditches and/or trenches for the location of said Sanitary Sewer Lines, remove and replace full depth pavement in kind including parking lot stripping, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, use and maintenance of said Sanitary Sewer Lines.

TO HAVE AND TO HOLD said permanent easement and right of way to the Village and unto its successors and assigns forever.

B&K for itself and its successors and assigns, does hereby covenant with the Village, its successors and assigns forever, that it is lawfully seized and possessed of the real estate above described and that it has good and lawful right to convey it or any part thereof and that it is free from all encumbrances, except any mortgages for which consent has been obtained with respect to this Agreement.

[Signatures commence on the following page]

IN WITNESS WHEREOF, B&K has hereunto set its hand and seal as of the day and year first written above.

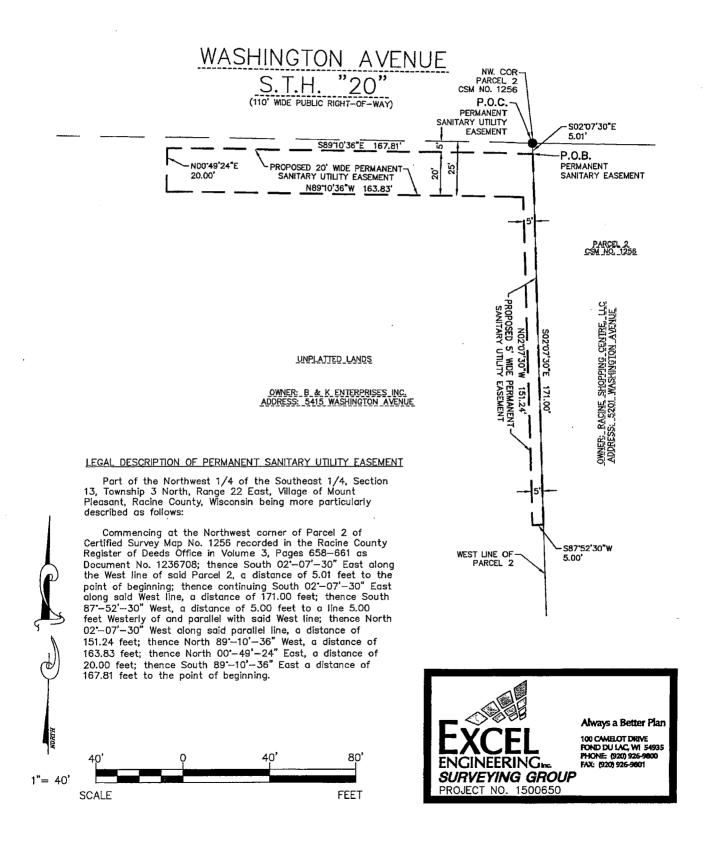
	B. & K. ENTERPRISES, INC., a Wisconsin corporation  By:  Name: Alfred Mader  Title: President
STATE OF WISCONSIN } SS: COUNTY OF MILWAUKEE }	
The foregoing instrument was acknown 2015 by Alfred Bader, the Presidence., a Wisconsin corporation, on behalf of	owledged before me this <u>364</u> day of August, dent of B. & K. ENTERPRISES, said company.
My commission expires: 9-21-18	Month Public August Aug

## EXHIBIT "A"

### SANITARY SEWER EASEMENT AREA

[See attached.]

### PERMANENT SANITARY UTILITY EASEMENT



#### **EXHIBIT "B"**

#### Legal Description of B&K Property

PART OF THE SOUTHEAST ¼ AND THE SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 22 EAST, DESCRIBED AS FOLLOWS: COMMENCE ON THE EAST AND WEST 1/4 LINE OF SAID SECTION AT A POINT LOCATED NORTH 86° 58' WEST 2,150.57 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION: RUN THENCE SOUTH 77.11 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. THENCE RUN SOUTH 693.78 FEET; THENCE NORTH 86° 58' WEST 766.58 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF WISCONSIN STATE TRUNK HIGHWAY 31; THENCE NORTH 18°: 29' EAST 380,75 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THENCE SOUTH 86° 58' EAST 167.00 FEET; THENCE NORTH 03° 02' EAST 150.00 FEET; THENCE NORTH 86° 58' WEST 125.54 FEET TO THE SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 18° 29' EAST 68.56 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 47° 27' EAST 153.85 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WISCONSIN STATE TRUNK HIGHWAY 20; THENCE SOUTH 86° 58' EAST 103.55 FEET; THENCE SOUTH 03° 02' WEST 145.00 FEET; THENCE SOUTH 86° 58' EAST 161.00 FEET; THENCE NORTH 03° 02' EAST 145.00 FEET TO THE SAID SOUTHERLY RIGHT-OF-WAY; THENCE SOUTH 86° 58' EAST 196.50 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING OF THIS DESCRIPTION. EXCEPTING THEREFROM THE SOUTHERLY 24.0 FEET TO THE ABOVE DESCRIBED PARCEL. FURTHER EXCEPTING THEREFROM THAT PART CONVEYED IN QUIT CLAIM DEED RECORDED JANUARY 5, 1988 IN VOLUME 1897, PAGE 370, AS DOCUMENT NO. 1247510. FURTHER EXCEPTING THEREFROM THAT PART CONVEYED IN DEED RECORDED AUGUST 21, 2001 IN VOLUME 3239, PAGE 991, AS DOCUMENT NO. 1787154. SAID LAND BEING IN THE VILLAGE OF MT. PLEASANT, COUNTY OF RACINE, STATE OF WISCONSIN.

Document #: 2417502

Date: 09-14-2015 Time: 01:14:45 PM Pages: 9
Fee: \$30.00 County: RACINE State: WI
Requesting Party: First American Title NCS-Energy Group
Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS

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

Sanitary Sewer Easement

Recording Requested By: First American Title National Commercial Services

104865

Recording Area Name and Return Address

Anthony D. Greene, Esq. Troutman Sanders LLP 600 Peachtree Street, N.E. Suite 5200 Atlanta, Georgia 30308'

This document drafted by:

Anthony D. Greene, Esq. Troutman Sanders LLP 600 Peachtree Street, N.E. Suite 5200 Atlanta, Georgia 30308 Tax Key No. 51-151-03-22-13-154-005 Tax Key No. 13132-102 Tax Key No. 13132-95 Tax Key No. 51-151-03-22-13-171-000

#### SANITARY SEWER EASEMENT

THIS INDENTURE (the "Agreement") made this 1/2 day of August, 2015, between RACINE SHOPPING CENTRE, LLC, a Wisconsin limited liability company ("RSC"), and VILLAGE OF MT. PLEASANT, Racine County, Wisconsin, a quasimunicipal corporation duly existing under and by virtue of the laws of the State of Wisconsin ("Village").

#### WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, RSC has this day bargained and sold and by these presents does bargain, sell, convey, transfer and deliver unto the Village, its successors and assigns forever, a permanent easement and right of way over the Easement Areas legally described and depicted on the attached Exhibit A ("Easement Areas"), to construct, maintain, use and repair underground pipe lines and mains ("Sanitary Sewer Lines"), for the purpose of conveying sewage across, through and under the real estate legally described on the attached Exhibit B, together with the right to excavate and refill ditches and/or trenches for the location of said Sanitary Sewer Lines, remove and replace full depth pavement in kind including parking lot stripping, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, use and maintenance of said Sanitary Sewer Lines.

TO HAVE AND TO HOLD said permanent easement and right of way to the Village and unto its successors and assigns forever.

RSC for itself and its successors and assigns, does hereby covenant with the Village, its successors and assigns forever, that it is lawfully seized and possessed of the real estate above described and that it has good and lawful right to convey it or any part thereof and that it is free from all encumbrances, except any mortgages for which consent has been obtained with respect to this Agreement.

[Signatures commence on the following page]

IN WITNESS WHEREOF, RSC has hereunto set its hand and seal as of the day and year first written above.

RACINE SHOPPING CENTRE, LLC, a Wisconsin limited liability company

By: Racine Marketplace, Inc., a Wisconsin corporation, its managing member

By: MMT (ah)
Name: Gilberto Cabral
Title: Secretary

STATE OF Republic of Singapore County ss:

The foregoing instrument was acknowledged before me this 12th day of August, 2015 by Giberto Cabral, the Secretary of RACINE MARKETPLACE, INC., a Wisconsin corporation, the Managing Member of RACINE SHOPPING CENTRE, LLC., LLC, a Wisconsin limited liability company, on behalf of said company.

GOH TIONG YONG GEORGE JP, BBN

My commission expires:

## EXHIBIT "A"

### SANITARY SEWER EASEMENT AREA

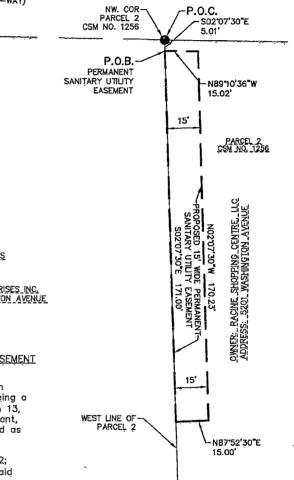
[See attached.]

## PERMANENT 15' SANITARY UTILITY EASEMENT

## WASHINGTON AVENUE

S.T.H. "20"

(110' WIDE PUBLIC RIGHT-OF-WAY)



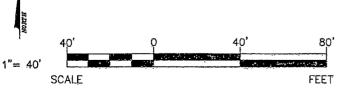
#### UNPLATTED LANDS

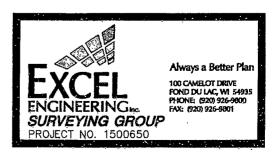
OWNER: B & K ENTERPRISES INC. ADDRESS: 5415 WASHINGTON AVENUE

#### LEGAL DESCRIPTION OF PERMANENT SANITARY UTILITY EASEMENT

Part of Parcel 2 of Certified Survey Map No. 1256 recorded in the Racine County Register of Deeds Office in Volume 3, Pages 658-661 as Document No. 1236708, being a part of the Northwest 1/4 of the Southeast 1/4, Section 13, Township 3 North, Range 22 East, Village of Mount Pleasant, Racine County, Wisconsin being more particularly described as follows:

Commencing at the Northwest corner of said Parcel 2; thence South 02'-07'-30" East along the West line of said Parcel 2, a distance of 5.01 feet to the point of beginning; thence continuing South 02'-07'-30" East along said West line, a distance of 171.00 feet; thence North 87'-52'-30" East, a distance of 15.00 feet to a line 15.00 feet Easterly of and parallel with said West line; thence North 02'-07'-30" West along said parallel line, a distance of 170.23 feet; thence North 89'-10'-36" West, a distance of 15.02 feet to the point of beginning.







Form No. 1068-2 ALTA Plain Language Commitment Commitment No.: NCS-704855-SD Page Number: 3

RSC Property

Exhibit "B"

#### Parcel I:

The East 30 feet of Parcel 1 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 of a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-154-005

Address: 5201 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel II:

Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 and a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East, Excepting Therefrom the following: Commence at the North West corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°7'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning, Also Excepting Therefrom: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2, 30.05 feet to the North East corner of Lot 1, Block 4, Highland Village No. 2, a recorded subdivision, said point being the place of beginning of the lands to be described; thence continuing North 89°10'36" West along said South line, 629.11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North 2°57'24" East along the West line of said Lot 3 extended, 28.00 feet to a point; thence South 89°10'36" East, and parallel to the South line of said Parcel 2, 626.63 feet to a point on the East line of Lot 1, Block 4, Highland Village No. 2, extended: thence South 2°07'30" East along said East line extended, 28.02 feet to the place of beginning. Said land being in the City of Racine, County of Racine, and State of Wisconsin.

Tax Kev No. 13132-102

Address: 5201 Washington Avenue, Racine, WI 53406

Tax Key No. 13132-95

Address:1308 Ostergaard Avenue, Racine, WI 53406

#### Parcel III:

All that part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East 1/4; thence North 89°10'36" West along the North line of said South East 1/4, 2150.57 feet; thence South 2°7'30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 02°7'30" East, 327.40 feet; thence North 89°10'36" West and parallel to said North line, 157.34 feet; thence North 00°49'24" East 74.14 feet; thence North 89°10'36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 00°49'24" East, along the centerline of said party wall, 145.18 feet; thence South 89°10'36" East, 0.50 feet; thence North 00°49'24" East, 10.07 feet; thence North 89°10'36" West, 2.44 feet; thence North 00°49'24" East, 35.53 feet; thence South 89°10'36" East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-171-000

Address: 5409 Washington Avenue, Mt. Pleasant, WI 53406

Parcel IV:

Form No. 1068-2 ALTA Plain Language Commitment Commitment No.: NCS-704855-SD Page Number: 4

Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 1236796 and 892282.

Page 4 of 10

#### CONSENT AND JOINDER

THIS CONSENT AND JOINDER is entered into by WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014, C24 ("Lender"), as the holder of a Mortgage dated July 17, 2014, from Racine Shopping Centre, LLC to RAIT FUNDING, LLC, recorded with the office of the Register of Deeds in Racine County, Wisconsin on July 18, 2014 as document number 2385721 (the "Mortgage") and subsequently assigned to Lender via an Assignment of Mortgage recorded with the office of the Register of Deeds in Racine County, Wisconsin on December 26, 2014 as document number 2397054 encumbering the property described in that certain Sanitary Sewer Easement (the "Easement Agreement") to which this Consent is attached. Lender hereby consents to the execution and delivery of the Easement Agreement and joins in the granting of the rights and easements granted over the RSC Property.

Lender has executed this Consent under seal by its duly authorized representative as of the \( \frac{1}{2} \) day of September, 2015.

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 24-C24

By: LNR Partners, LLC, a Florida limited liability company, its Attorney-in-Fact

By: Arnold Shulkin
Title: Vice President

(SEAL)

STATE OF FLORIDA )
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this of LNR partners, LLC, a Florida limited liability company, as attorney-in-fact for WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-C24 on behalf of the trust. He is personally known to me or has produced or driver's license as identification.

NOTARY PUBLIC, STATE OF FLORIDA

#### Xiomara Alaniz

Print or Stamp Name of Notary

My Commission Expires: 8/16/19

[Notarial Seal]

XIOMARA ALANIZ
Notary Public - State of Florida
Commission # FF 910048
My Comm Expires Aug 16, 2019
Bonded through National Notary Assn.

## DISTRIBUTION EASEMENT UNDERGROUND

**Document Number** 

WR NO.

3762474 & 3783373

IO NO.

5445

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RACINE SHOPPING CENTRE, LLC, Landlord ("RSC"), & CHICK-FIL-A, INC., a Georgia corporation, Tenant ("CFA"), RSC and CFA are hereinafter collectively referred to as "Grantor", owner of land, hereby grants and warrants to WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land 12 feet in width being a part of the RSC's premises described as Part of Lot 1 and all of Lot 2, Certified Survey Map No. 1256 located in the Southeast ¼ and Southwest ¼ of Section 13, Town 3 North, Range 22 East, City of Racine and Village of Mount Pleasant, Racine County, Wisconsin; said premises being more particularly described in that certain Quit Claim Deed recorded in the office of the Register of Deeds for Racine County, Wisconsin as Document No. 2385720.

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

DOCUMENT # 2418327 RACINE COUNTY REGISTER OF DEEDS September 24, 2015 1:39 PM

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Fages: 6

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

276-0000-13132-102 & 151-03-22-13-154-005 (Parcel Identification Numbers)

- 1. Purpose: The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. However, Grantee shall not place any equipment above ground without first obtaining Grantors' written approval, which approval shall not be unreasonably withheld. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access: Grantee or its agents shall have the right to enter and use Grantor's land upon reasonable advance notice (except in case of emergency) with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
- 3. Buildings or Other Structures: Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
- **4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
- **5. Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
- **6.** Exercise of Rights: It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
- 7. Binding on Future Parties: This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

RACINE SHOPPING CENTRE, LLC-Landlord A Wisconsin limited liability company By: Racine Marketplace, inc. A Wisconsin corporation, its mapaging member (Print name): Gilberto (Print title): <u>Secretar</u> Republic of Singapose -Gounty, Wisconsin, on the 18th Acknowledged before me in , of RACINE MARKETPLACE, INC., managing metal by Gilberto RACINE SHOPPING CENTRE, LLC. Notary Public Signature, State of Wishing Peace Notary Public Name (Typed or Printed) My commission expires _ (NOTARY STAMP/SEAL) Grantor: CHICK-FIL-A, INC.-Tenant A Georgia corporation (Print name): _ See attached (Print title): _ (Print name): _ (Print title): _ County, Georgia, on _____ Acknowledged before me in _ of CHICK-FIL-A, INC., a Georgia corporation. Notary Public Signature, State of Georgia Notary Public Name (Typed or Printed) My commission expires ___ (NOTARY STAMP/SEAL) This instrument was drafted by Tracy Zwiebel on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee,

Wisconsin 53201-2046.

Grantor:

#### **CONSENT AND JOINDER**

THIS CONSENT AND JOINDER is entered into by WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014, C24 ("Lender"), as the holder of a Mortgage dated July 17, 2014, from Racine Shopping Centre, LLC to RAIT FUNDING, LLC, recorded with the office of the Register of Deeds in Racine County, Wisconsin on July 18, 2014 as document number 2385721 (the "Mortgage") and subsequently assigned to Lender via an Assignment of Mortgage recorded with the office of the Register of Deeds in Racine County, Wisconsin on December 26, 2014 as document number 2397054 encumbering the property described in that certain Distribution Easement Underground (the "Easement Agreement") to which this Consent is attached. Lender hereby consents to the execution and delivery of the Easement Agreement and joins in the granting of the rights and easements granted over the RSC Property.

Lender has executed this Consent under seal by its duly authorized representative as of the ____ day of September, 2015.

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 24-C24

By: LNR Partners, LLC, a Florida limited liability company/its Aftorney-in-Fact

company is filterney in 1 det

By: Arnold Shulkin
Title: Vice President

(SEAL)

STATE OF FLORIDA )
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this day of September, 2015, by Arnold Shulkin as Vice President of LNR Partners, LLC, a Florida limited liability company, as attorney-in-fact for WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-C24 on behalf of the trust. He is personally known to me or has produced a driver's license as identification.

TARY PUBLIC, STATE OF FLORIDA

#### Xiomara Alaniz

Print or Stamp Name of Notary

My Commission Expires: 8/14/19

[Notarial Seal]

XIOMARA ALANIZ

Notary Public State of Florida

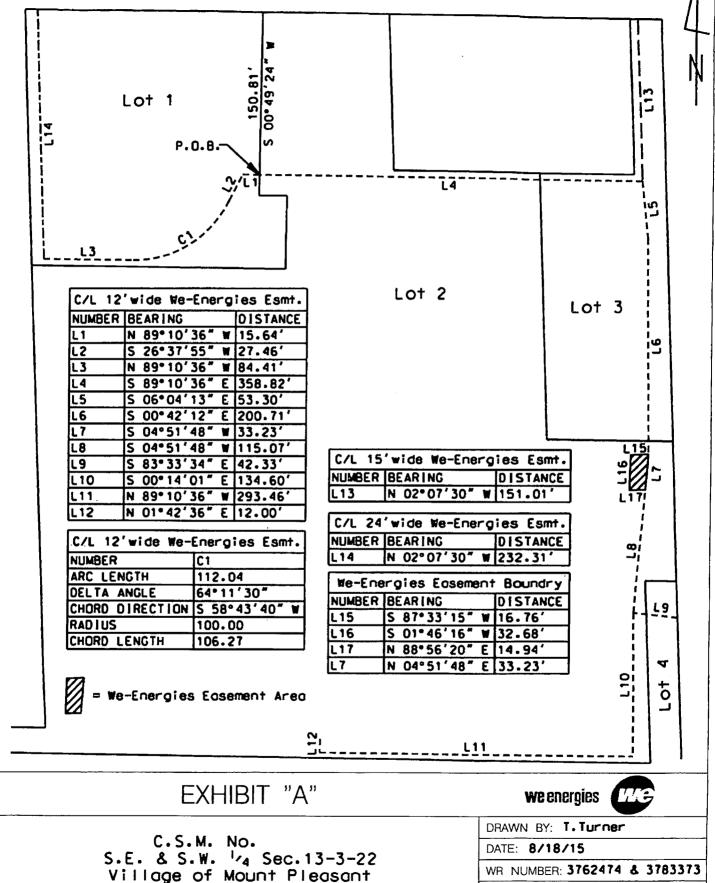
Commission # FF 910048

My Comm Expires Aug 16, 2019

Bonded through National Notary Assn.

	Grantor:
	RACINE SHOPPING CENTRE, LLC-Landlord A Wisconsin limited liability company
	By: Racine Marketplace, Inc. A Wisconsin corporation, its managing member  By:   (Print name):   Gilberto Cab cal
	(Print title): Secretary
Acknowledged before me in	Singapore  _ Gounty, Wisconsin, on the 18th day of August, 2015.
by Gilberto Cabral	, of RACINE MARKETPLACE, INC., managing member of
RACINE SHOPPING CENTRE, LLC.	Notary Public Signature, State of Wiscons M Peace
	Notary Public Name (Typed or Printed)
(NOTARY STAMP/SEAL)	My commission expires
WANTION	Grantor:
NOTARY STAMP OS LIC NOTARY OF THE WENT ON THE WAY OF TH	CHICK-FIL-A, INCTenant A Georgia corporation  By:
2 7 /P/RES 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	(Print name): Janet J. Bridges
WAY, GEORIUM	(Print title): Vice President, Treasury
· · · · · · · · · · · · · · · · · · ·	By: Dryna W. Kirkan
	(Print name): Donna W. Kirbow
	(Print title): Vice President of Risk Management
Acknowledged before me in <u>Fulton</u>	County, Georgia, on September 11, 2015,
by Javet Bridges. Vice President	and Donna W. Kirbon, Vice President.
of CHICK-FIL-A, INC., a Georgia corporation.	Notary Public Signature, State of Georgia
	Notary Public Name (Typed or Printed)
(NOTARY STAMP/SEAL)	My commission expires 2/10/2017

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



City of Racine Racine County, WI

Washington Avenue

1111

CT. N.C.

SOATES

**REVISIONS:** 

DOCUMENT # 2429658
RACINE COUNTY REGISTER OF DEEDS
March 07, 2016 11:11 AM

LICENSE TO USE REAL ESTATE

Document Title Above

111

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Fee S: E

Return to Name and Address Below

MICHAEL J. MAIERLE

TRANSIT AND PARKINE

CITY OF RACINE

730 WASHINGTON AVE.

RACINE, WI 53403

70°8

PIN 151-0322-13154005

Parcel ID Number(s)

Drafted by: Racine City Attorney 730 Washington Av Racine, WI 53403 (262) 636-9115

#### LICENSE TO USE REAL ESTATE

RACINE SHOPPING CENTRE, LLC. (Owner), hereby grants to the CITY OF RACINE, a municipal corporation (City), a license to use a portion of Owner's property at 5201 Washington Avenue, PIN 151-0322-13154005 (the "Property"), for the purpose of a mass transit stop shelter for the Belle Urban System (BUS). The portion of the Property licensed to the City for the mass transit stop shelter is shown on Exhibit "A" attached hereto (the "Premises").

The usage of this property by the City shall be only as a BUS shelter and for no other purpose except with the written approval of the Owner. Limited use of this license by City shall not prevent City from later making use of the license to the full extent herein authorized.

It is anticipated that the Premises, when used as a BUS shelter, will be frequented by City employees, Owner's customers, members of the general public, and others. The City agrees to indemnify, protect, defend, and hold the Owner, its agents, members, employees, contractors, representatives, invitees, successors, assigns, tenants, and their respective agents, employees, contractors, representatives and invitees (the "Indemnified Parties"), harmless from any losses, claims, demands, suits, actions, judgments, awards, settlements, costs, and expenses, including reasonable attorney's fees, relating to persons using the BUS shelter, excepting from such agreement to indemnify, protect, defend, and hold harmless any losses, claims, demands, suits, actions, judgments, awards, settlements, costs, and expenses, including reasonable attorney's fees, directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, or of anyone acting under Owner's direction or control or on Owner's behalf.

The City waives its sovereign immunity and any protections and limits of liability set forth in Wisconsin Statutes Sections 893.80, 893.82, and 893.83, as amended or replaced from time to time, and other similar statutes, as to the Owner or Chick-fil-A, Inc., as the long term lessee of the Property, asserting rights pursuant to this License, including but not limited to the indemnification and hold harmless obligations of the City. Notwithstanding anything else contained herein, any waiver of sovereign

immunity and protections and limits of liability described in this paragraph shall not be applicable as to any person or entity other than the Owner or Chick-fil-A, Inc.

The City agrees to use its best efforts to keep the BUS shelter in a neat and orderly condition. The City agrees that it shall be responsible for all costs to construct, maintain, repair and replace the BUS shelter and that the Owner, its agents, members, employees, contractors, representatives, invitees, successors, assigns, tenants, and their respective agents, employees, contractors, representatives and invitees shall have no responsibility or liability for any of such costs. The City further agrees to indemnify and hold the Indemnified Parties harmless for any physical damage to the Premises during said use.

This License shall remain in full force and effect until revoked by the Owner or any long term ground lessee of the Property upon 120 day notice to the City. Such revocation shall, however, be in writing and shall be mailed or delivered to the City Clerk, 730 Washington Avenue, Racine, Wisconsin 53403. The City may at any time withdraw from this License upon written notification to the Owner, mailed or delivered to Racine Shopping Centre, LLC, c/o Attorney Todd T. Nelson, Antonopoulos Legal Group LLC, N35 W23877 Highfield Court, Suite 100, Pewaukee, WI 53072. The City's indemnification obligations set forth above shall survive termination of this License.

Upon written notice of revocation, the City shall remove said mass transit stop shelter and restore the Premises to a condition equal to that existing on the date of this Agreement. If the City removes said mass transit stop shelter and restores the Premises pursuant to the provisions of this paragraph, the Owner agrees to provide the City, its agents and employees access to the Premises for the purpose of doing said work.

The City acknowledges that the proposed bus stop shelter is located within public and private utility easements(s). The City is fully aware that any of the utility easement holders have the right, without any notice to the City, to remove the proposed bus stop shelter in order to install, maintain, and/or repair utility infrastructure within these easement area(s).

The City acknowledges that Belle Urban System, the Village of Mount Pleasant, the Mount Pleasant Storm Water Utility, and any of the utility easement holder(s) are not financially or physically responsible for damage caused to the subject bus stop shelter or its replacement within these easement(s).

[REMAINDER OF PAGE INTENTIONALLY BLANK]

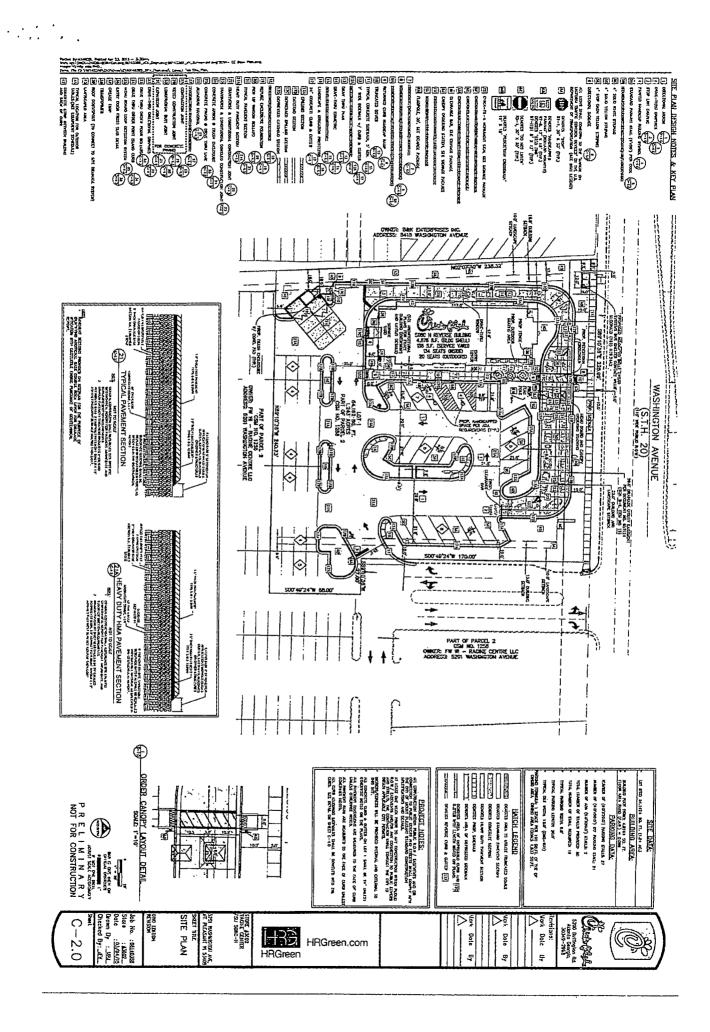
IN WITNESS WHEREOF, the part day of <u>Occensor</u> , 20 <u>/5</u> .	ties have set their hands and seals this $2^{-2}$	
	RACINE SHOPPING CENTRE, LLC a Wisconsin limited liability company	
	By: Racine Marketplace, Inc., a Wisconsin corporation, its managing member  By: All Cabra  Name: Giberto Cabra  Title: Secretary	
STATE OF WISCONSIN ) )SS COUNTY OF WAUKESHA )		
On this 2 day of <u>lecender</u> , 2015, <u>filled Local</u> , <u>Secretor</u> of Macine Personally appeared before me, known to me, and acknowledges the execution of the <u>Norkelplace</u> , above document for the purposes therein contained.  Inc.		
	Notary Public, Waukesha County, WI My commission: is lernonent	

	John Dickert, Mayor
	ATTEST:
	By: Janice M. Ophnson-Martin, City Clerk
APPROVED AS TO FORM:	• •
Scott R. Letteney, City Attorney	
STATE OF WISCONSIN ) ) SS	`
COUNTY OF RACINE )	
Personally came before me this <b>15th</b> Dickert, Janice Johnson-Martin and Scott R. executed the foregoing instrument and acl Racine.	day of Fibrard, 2016, John Letteney to me known to be the persons who knowledged same on behalf of the City of
•	Notary Public
	Racine County, Wisconsin
	My commission expires: 2-25-17

CITY OF RACINE

## EXHIBIT "A"

Depiction of Licensed Area



#### Legal Description of the Land

Part of Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708 and being part of the Northwest 1/4 of the Southeast 1/4 of Section 13, Township 3 North, Range 22 East, Village of Mt. Pleasant, Racine County, Wisconsin being more particularly described as follows:

Commencing at the Northwest comer of the Southeast 1/4 of said Section 13; thence South 89°-10'-36" East along the North line of said Southeast 1/4, a distance of 504.52 feet, thence South 00°-49'-24" West, a distance of 77.01 feet to the North line of said Parcel 2, said point also being the point of beginning; thence continuing South 00°-49'-24" West, a distance of 223.00 feet; thence South 89°-10'-36" East, a distance of 230.00 feet; thence North 00°-49'-24" East, a distance of 53.00 feet; thence North 89°-10'-36" West, a distance of 27.00 feet; thence North 00°-49'-24" East, a distance of 170.00 feet to the North line of said parcel 2, said point also being on the Southerly right-of-way line of Washington Avenue (S.T.H. "20"); thence North 89°-10'-36" West along said North line, a distance of 203.00 feet to the point of beginning.

DOCUMENT # 2430696
RACINE COUNTY REGISTER OF DEEDS
March 22, 2016 2:20 PM

Drafted by & Return to: Racine City Attorney 730 Washington Av Racine, WI 53403

**EASEMENT** 

111

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

D-D

VILLAGE OF MOUNT PLEASANT, a municipal corporation (Grantor), owner of an easement in the below described property, hereby grants to the CITY OF RACINE, a municipal corporation (Grantee), AN EASEMENT in, on, over, and across the below described property to construct, install, repair and maintain a mass transit (aka "bus stop") shelter. The property covered by this easement is described as follows:

That part depicted on sheet C-2.0 of the Site Plan of March 4, 2015 by HR Green, attached as Exhibit A, being a part of Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Pate 658, as Document No. 1236708 and being part of the Northwest 1/4 of the Southeast 1/4 of Section 13, Township 3 North, Range 23 East, Village of Mt. Pleasant, Racine County, Wisconsin being more particularly described as follows: Commencing at the Northwest corner of the Southeast 1/4 of said Section 13; thence South 89°10'36" East along the North line of said Southeast 1/4, ad distance of 504.52 feet; thence South 00°49'24" West, a distance of 77.01 feet to the North line of said Parcel 2, said point also being the Point of Beginning; thence continuing South 00°49'24" West, a distance of 223.00 feet; thence South 89°10'36" East, a distance of 230.00 feet; thence North 00°49'24" East, a distance of 53.00 feet; thence North 89°10'36" West, a distance of 27.00 feet; thence North 00°49'24" East, a distance of 170.00 feet to the North line of said Parcel 2, said point also being on the Southerly right-of-way line of Washington Avenue (S.T.H. "20"); thence North 89°10'36" West along said North line, a distance of 203.00 feet to the point of beginning.

PIN 151-0322-13154005

Commonly known as 5201 Washington Avenue

This easement further gives the above named Grantee, its officers, employees or agents,

the right to go upon said land for the construction, maintenance and/or repairs of said shelter.

The Grantee will, as consideration for said easement, construct, lay and maintain said shelter wholly at its own expense and will at its own expense restore the property referred to in this agreement, together with any improvements thereon to a condition at least equal to the condition of said area prior to the time of the commencement of any construction or repair by the City.

The Grantee will also indemnify and save harmless the Grantor from any loss, damage, liability or any obligation arising directly or indirectly as a result of the use of said land by the Grantee, including, but not limited to, extra costs incurred by Grantor when performing maintenance or repairs upon Grantor's facilities located in the property.

This grant of easement shall run with the land and shall be binding upon the parties hereto and their heirs, successors, and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed
this <u>11</u> day of <u>March</u> , 2016.
Village of Mount Pleasant (Grantor)
Name: Ferald Yensler Name: Thomas and Title: Village Curk Transwer
STATE OF WISCONSIN ) RACINE COUNTY )SS  Personally came before me this day of, 2016, the above named, to me known to be the person(s) who
executed the foregoing instrument.  Notary Public, Racine County, WI My commission:  Notary Public Racine County

CITY OF RACINE (Grantee) John T. Dickert, Mayor STATE OF WISCONSIN

) )SS RACINE COUNTY

2016, the above named Personally came before me this John T. Dickert, Mayor, and Janice M. Johnson-Martin, City Clerk, to me known to be the person(s) who executed the foregoing instrument.

Notary Public Racine County, WI My commission: 12-11-2010

DOCUMENT # 2433609
RACINE COUNTY REGISTER OF DEEDS
" April 29, 2016 12:56 PM

**EASEMENT AGREEMENT** 

Document Number

Document Title

11-11

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$32.00

Recording Area

Name and Return Address

Todd T. Nelson Antonopoulos Legal Group LLC N35 W23877 Highfield Ct, Suite100 Pewaukee, WI 53072

Parcel Identification Number (PIN)

Tax Key No. 51-151-03-22-13-154-005

Tax Key No. 13132-102 Tax Key No. 13132-95

Tax Key No. 51-151-03-22-13-171-000 Tax Key No. 151-03-22-13-170-000

Drafted by: Todd T. Nelson

#### THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

This instrument was drafted by and should be returned to: Brad Dallet Whyte Hirschboeck Dudek S.C. 555 E. Wells Street, Suite 1900 Milwaukee, WI 53202

# EASEMENT AGREEMENT

Parcel I.D. No:

THIS EASEMENT AGREEMENT ("Agreement") is made as of Agreet 3/, 2015, by and between Racine Shopping Centre, LLC ("RSC") and B. & K. Enterprises, Inc. ("B&K").

#### RECITALS

- A. RSC is the sole owner of certain real estate located in the Village of Mount Pleasant and the City of Racine Racine County, Wisconsin, which real estate is more particularly described on **Exhibit A** attached hereto and incorporated herein by reference ("Parcel A").
- B. B&K is the sole owner of certain real estate located in the Village of Mount Pleasant, Racine County, Wisconsin, which real estate is more particularly described on **Exhibit A** attached hereto and incorporated herein by reference ("Parcel B").
- C. The Parcels are subject to that certain Cross Easement Agreement dated July 18, 1969, recorded with the Register's Office for Racine County on November 15, 1971 as document No. 892282 ("Original Easement").
- D. RSC and B&K desire to amend and restate the Original Easement, in order to establish for themselves, their successors and assigns and the owners ("Owners") and occupants ("Occupants") from time to time of portions of Parcel A and Parcel B (individually, a "Parcel" and collectively, the "Parcels"), and their respective subtenants, licensees, contractors, concessionaires, suppliers, agents, employees, customers and invitees (collectively, "Permittees"), certain easements, rights, privileges and restrictions.

NOW THEREFORE, RSC and B&K hereby agree as follows:

#### 1. COMMON AREA MAINTENANCE.

(a) "Common Area" shall mean all parking areas, aisles, driveways, roadways, entrances, exits, sidewalks, service areas, landscaped areas and other similar exterior common facilities, but not including any buildings or structures, located from time to time on the Parcels, to be used in common by the Owners, Occupants and Permittees. No use of the Common Area shall be made which detracts from the first-class nature of the Parcels or obstructs access to or parking provided for customers of the Parcels. "Common Area A" shall

mean the Common Areas located on Parcel A. "Common Area B" shall mean the Common Areas located on Parcel B.

- (b) The Owner of Parcel B shall operate and maintain Common Area B in accordance with good shopping center practice; shall maintain adequate insurance over Common Area B; shall provide, operate and maintain adequate lighting for Common Area B; shall keep Common Area B reasonably free of rubbish, surface water, ice and snow and shall keep the parts of Common Area B used as parking areas, walks, accesses, and drives adequately drained, paved, striped and furnished with adequate directional markers and traffic parking control signs and devices; and shall be responsible for the maintenance, repair and replacement of the entire parking areas of Parcel B (maintenance and repair shall collectively be referred to as "Maintenance" and replacement shall separately be referred to as "Replacement").
- (c) The Owner of Parcel B shall send to the Owner of Parcel A an invoice detailing the expenses incurred for such Maintenance, which shall include a management fee of five percent (5%) of the foregoing expenses (collectively, "Maintenance Expenses"), together with any other information reasonably requested by the Owners in connection therewith including, without limitation, copies of invoices or receipts. The Owner of Parcel A shall reimburse the Owner of Parcel B for twenty-six and one-half percent (26.5%) of the Maintenance Expenses within thirty (30) days after its receipt of such invoice and other information reasonably requested, if any. The Owner of Parcel B may not invoice the Owner of Parcel A more frequently that quarterly. If the Owner of Parcel A fails to make payment within such 30-day period, the amount of the payment shall accrue interest at the "prime rate" of interest in effect when the payment was due, as published in the Wall Street Journal, plus five percent (5%) (not to exceed the maximum rate of interest allowed by law). Any sum not so reimbursed by the defaulting Parcel Owner shall constitute a lien against such Owner's Parcel.
- (d) The Owner of Parcel B shall not incur any expenses for the Replacement of Common Area B without first obtaining the written consent of the Owner of Parcel A, which consent shall not be unreasonably withheld, conditioned or delayed. The Owner of Parcel A shall have fourteen (14) business days after receiving a written approval request from the Owner of Parcel B. If the Owner of Parcel A does not deliver an objection in writing to the Owner of Parcel B within such fourteen (14) business days, the consent shall be deemed approved. Once approved (or deemed approved) the Owner of Parcel B shall send to the Owner of Parcel A an invoice detailing the expenses incurred for such Replacement ("Replacement Expenses"), together with any other information reasonably requested by the Owners in connection therewith including, without limitation, copies of invoices or receipts. The Owner of Parcel A shall reimburse the Owner of Parcel B for twelve and one-half percent (12.5%) of the approved Replacement Expenses.
- (e) Notwithstanding the foregoing, in the event that the Owner of Parcel B incurs a Maintenance or Replacement Expense due to the acts or omissions of the Owner of Parcel A then such expense shall be excluded from Maintenance or Replacement Expenses, and such Owner will be solely responsible for reimbursing the Owner of Parcel B for the expense.
- (f) The Owner of Parcel A, at such Owner's sole cost and expense, shall operate and maintain Common Area A in accordance with good shopping center practice; shall maintain adequate insurance over Common Area A; shall provide, operate and maintain adequate lighting for Common Area A; shall keep Common Area A reasonably free of rubbish, surface water, ice and snow and shall keep the parts of Common Area A used as parking areas, walks, accesses, and drives adequately drained, paved, striped and furnished with adequate directional markers and traffic parking control signs and devices; and shall be responsible for the maintenance, repair and replacement of the entire parking areas of Parcel A.

#### 2. EASEMENT FOR INGRESS AND EGRESS.

- (a) The Owners of the Parcels, along with each Owner's Occupants and Permittees, shall have the right of ingress and egress, both vehicular and pedestrian, across the entire Common Area.
- (b) The Owner of Parcel A shall be permitted to create a new access point between the Parcels, in the location depicted as "Access Point" on the attached **Exhibits B and C**, to serve as an access drive connecting the Parcels. In connection with the creation of the Access Point, the Owner of Parcel B hereby grants and conveys for the benefit of the Owner of Parcel A a temporary construction easement over, under, on, across and through Parcel B for the purpose of ingress, egress, construction and work necessary for the creation of the access point, which temporary easement shall automatically terminate upon the date that the Owner of Parcel A completes the work to create the Access Point. The Owner of Parcel A shall be responsible for all costs to construct the Access Point and shall ensure that the construction be completed in good workmanlike manner, in accordance with all applicable laws and ordinances, and in accordance with plans and specifications approved by the Owner of Parcel B (which approval shall not be unreasonably withheld, conditioned or delayed). The Owner of Parcel A shall use commercially reasonable efforts to insure such work will not interfere with the rights of Permittees of Parcel B, or the business being conducted on Parcel B.
- (c) Nothing in this Agreement shall restrict the Owner of Parcel A from reconfiguring its Parcel, including reconfiguring, reducing or expanding its parking areas or drive lanes. Furthermore, nothing in this Agreement shall restrict the Owner of Parcel A from creating, developing, and/or selling any outlots from the Parcel.

#### 3. EASEMENT FOR PARKING.

- (a) The Owner of Parcel A, along with the Owner's Occupants and Permittees, shall have the non-exclusive right to park in the parking spaces existing from time to time on Parcel B ("Parking Area").
- (b) Nothing in this Agreement shall restrict the Owner of Parcel B from reconfiguring its Parcel, including reconfiguring, reducing or expanding the Parking Areas or drive lanes. Furthermore, nothing in this Agreement shall restrict the Owner of Parcel B from creating, developing, and/or selling any outlots from the Parcel. Notwithstanding the foregoing, the Owner of Parcel B shall not block or restrict access at the Access Point and no material changes to the layout within the area shown as the "No Change Area" on **Exhibit C** will be made without the Owner of Parcel A's prior written consent. For the purposes of illustration only, the following changes to the No Change Area will be considered material: relocation of any drive aisles, reduction in the number of parking spaces, and erection of any buildings or other structures.
- (c) The Owner of Parcel B may establish reasonable rules and regulations for the use, care and maintenance of the Parking Area, the restriction or regulation of employee parking (which the Owner of Parcel A shall strictly enforce), the safety and protection of persons and vehicles using the Parking Area, the orderly direction of traffic and the parking of automobiles, together with such other reasonable rules and regulations as are deemed necessary by the Owner of Parcel B, provided, however, that such rules and regulations shall not unduly restrict the use of such Parking Area by the Owner, Occupants or Permittees of Parcel A. There shall be no charge made to the Owner, Occupants or Permittees of Parcel B for parking during business hours on the Parking Area.

- 4. COVENANTS RUN WITH THE LAND. The easements, rights, privileges, covenants, conditions and restrictions contained herein shall be deemed to be covenants running with the land. If any Parcel is hereinafter divided into two or more lots, all of the Owners of said Parcel shall be entitled to the benefits of the easements, rights and privileges granted hereunder and all of said Owners shall be burdened by the easements, rights and privileges imposed hereunder. Nothing in this Agreement shall prohibit or restrict an Owner from dividing its Parcel into two or more lots in accordance with applicable governmental ordinances. The easements, covenants, rights, privileges, benefits and obligations created hereby shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns; provided, however, that upon the transfer of ownership of any Parcel, the liability of the transferor for breach of any covenant or obligation occurring thereafter shall automatically terminate.
- 5. DURATION. Except as otherwise provided herein, each easement, covenant, restriction and undertaking of this Agreement shall be perpetual.
- 6. MODIFICATION PROVISIONS. Except as otherwise specifically provided for herein, this Agreement may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the consent of both Parcel Owners, their successors or assigns. Any modification shall be in writing and duly recorded in the office of the Register of Deeds of Racine County.
- 7. NOTICES. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by nationally recognized overnight courier company, providing for delivery with a receipt for the initial parties subject to the terms and provisions of this Agreement. Notice shall be deemed given upon receipt or refusal to accept delivery.
- 8. INDEMNITY/RELEASE. The Owners of each Parcel shall indemnify, defend and hold one another harmless against, and release each other from, all claims for injury or death to persons or damage to or loss of property due to the negligence or willful misconduct of such Parcel Owner or its Occupants or Permittees. This indemnification and release shall be applicable notwithstanding any party's failure to insure as required herein.
- 9. INSURANCE. Each Owner of a Parcel shall maintain (or cause its Occupant to maintain) in full force and effect throughout the term of this Agreement, a comprehensive public liability insurance policy covering all of the Common Area on such Owner's Parcel with a combined single limit of not less than \$2,000,000 for injury to or death of persons and loss of or damage to property. Unless an Owner is not permitted by the terms of any mortgage, loan agreement or other similar agreement, each Owner of a Parcel, and, if requested by an Owner, such Owner's mortgagee or mortgagees, shall be named as an additional insured on such policy and a certificate evidencing such coverage shall be furnished to each other Owner concurrently with an Owner's acquisition of a Parcel and not less than thirty (30) days prior to the expiration of the term of such coverage.
- 10. ENFORCEMENT. The Parcel Owners, and their successors and assigns, shall have the right to enforce all of the terms of this Agreement, and both parties may exercise any and all available remedies, including, without limitation, the right to enjoin any violation by any Parcel Owner or their Occupants or Permittees. The Parcel Owners, and their successors and assigns, shall have the right to recover any and all costs and expenses that it incurs in connection with any attempt to enforce this Agreement, including reasonable attorneys' fees.
- 11. MISCELLANEOUS. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion thereof shall remain in 'full force and effect. Nothing herein contained shall be deemed to be a gift or

dedication of any portion of the Parcels to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to its conflicts of law rules. This Easement shall be subject to all easements, restrictions and other matters of record effecting the Parcels, and the Owners agree to be bound by and comply with such matters.

12. ORIGINAL EASEMENT. The Owners hereby agree that the Original Easement is hereby terminated and that this Easement Agreement hereby amends, replaces and restates the Original Easement.

[signature page to follow]

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

Racine Shopping Centre, LLC

By: Racine Marketplace, Inc., its manager

By: Sullib Cell
Name: Gilberto Cabral
Title: Sceretary

STATE OF WISCONSIN

) ss Republic of Singapore

COUNTY OF MILWAUKEE

This instrument was acknowledged before me on the 18th day of August 2018, by Gilberto Cabra, as the Secretary of Racine Marketplace, median

GOH TIONG YONG GEORGE JP. BBM

Notary Public, State of Wisconsin My Commission:

6

B. & K. Enterprises, Inc.

Ву:	Wefile Bach
	Altred Bader President

STATE OF WISCONSIN	)
	) ss
COUNTY OF MILWAUKEE	)

This instrument was acknowledged before me on the <u>3/sr</u> day of <u>August</u> 2015, by <u>Alfred Bader</u>, as the <u>President</u> of B. & K. Enterprises, Inc.



Notary Public, State of Wisconsin My Commission: Wybrig 9-21-15

# CONSENT AND JOINDER

THIS CONSENT AND JOINDER is entered into by WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-C24 ("Lender"), as the holder of a Mortgage dated July 17, 2014, from Racine Shopping Centre, LLC to RAIT FUNDING, LLC, recorded with the office of the Register of Deeds in Racine County, Wisconsin on July 18, 2014 as document number 2385721 (the "Mortgage") and subsequently assigned to Lender via an Assignment of Mortgage recorded with the office of the Register of Deeds in Racine County. Wisconsin on December 26, 2014 as document number 2397054, encumbering the property described as Parcel A in that certain Easement Agreement to which this Consent is attached. Lender hereby consents to the execution and delivery of the Easement Agreement and joins in the granting of the rights and easements granted over

Parcel A. Lender has executed this Consent under seal by its duly authorized representative as of the day of 1 an Ch, 2016. WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES **TRUST** 2014-C24. COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-C24 By: LNR Partners, LLC, a Florida limited liability company, its Attorney-By: Arnold Shulkin Name: Vice President Title: (SEAL) STATE OF FLORIDA COUNTY OF MIAMI-DADE

L'ay of March The foregoing instrument was acknowledged before me this  ${\cal U}$ Arnold Shulkin Vice President _ of LNR Partners, LLC, a Florida limited liability company, as attorney-in-fact for WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-C24 on behalf of the trust. He is personally known to me or has produced a driver's license as identification.

ADDA O. WILLIAMS Notary Public - State of Florida My Comm. Expires Aug 9, 2017 Commission # FF 011413 Bonded Through National Notary Assn

LOSa V. W. Clarus NOTARY PUBLIC, STATE OF FLORIDA

Print or Stamp Name of Notary

#### Exhibit A

# **Legal Description**

# PARCEL A (RSC Parcel):

#### Parcel I:

The East 30 feet of Parcel 1 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West ¼ of the South East ¼ of a part of the North East ¼ of the South West ¼ of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-154-005

Address: 5201 Washington Avenue, Mt. Pleasant, WI 53406

### Parcel II:

Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West ¼ of the South East ¼ and a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East, Excepting Therefrom the following: Commence at the North West corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°7'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning, Also Excepting Therefrom: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2, 30.05 feet to the North East corner of Lot 1, Block 4, Highland Village No. 2, a recorded subdivision, said point being the place of beginning of the lands to be described; thence continuing North 89°10'36" West along said South line, 629.11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North 2°57'24" East along the West line of said Lot 3 extended, 28.00 feet to a point; thence South 89°10'36" East, and parallel to the South line of said Parcel 2, 626.63 feet to a point on the East line of Lot 1, Block 4, Highland Village No. 2, extended; thence South 2°07'30" East along said East line extended, 28.02 feet to the place of beginning. Said land being in the City of Racine, County of Racine, and State of Wisconsin.

Tax Key No. 13132-102

Address: 5201 Washington Avenue, Racine, WI 53406

Tax Key No. 13132-95

Address: 1308 Ostergaard Avenue, Racine, WI 53406

#### Parcel III:

All that part of the South East ¼ of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East ¼; thence North 89°10'36" West along the North line of said South East ¼, 2150.57 feet; thence South 2°7'30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 02°7'30" East, 327.40 feet; thence North 89°10'36" West and parallel to said North line, 157.34 feet; thence North 00°49'24" East 74.14 feet; thence North 89°10'36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 00°49'24" East, along the centerline of said party wall, 145.18 feet; thence South 89°10'36" East, 0.50 feet; thence North 00°49'24" East,

10.07 feet; thence North 89°10'36" West, 4.59 feet; thence North 00°49'24" East, 62.05 feet; thence North 89°10'36" West, 2.44 feet; thence North 00°49'24" East, 35.53 feet; thence South 89°10'36" East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-171-000

Address: 5409 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel IV:

Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 1236796 and 892282.

# PARCEL B (B&K Parcel):

# PARCEL I:

Part of the Southeast 1/4 and the Southwest 1/4 of Section 13, Town 3 North, Range 22 East, in the <del>Town of Mt. Pleasant, County of Racine, State of Wisconsin, described as follows:</del>

Commencing on the East and West 1/4 line of said Section at a point located North 86° 58' West 2150.57 feet from the East 1/4 corner of said Section; running thence South 77.11 feet to the point of beginning of this description; thence running South 693.78 feet; thence North 86° 58' West 766.58 feet to the Easterly right of way line of Wisconsin State Trunk Highway 31; thence North 18° 29' East 380.75 feet along said Easterly right of way line; thence South 86° 58' East 167.00 feet; thence North 03° 02' East 150.00 feet; thence North 86° 58' West 125.54 feet to the said Easterly right of way line; thence North 47° 27' East 153.85 feet along said Easterly right of way line to the Southerly right of way line of Wisconsin State Trunk Highway 20; thence South 86° 58' East 103.55 feet; thence South 03° 02' West 145.00 feet; thence South 86° 58' East 161.00 feet; thence North 03° 02' East 145.00 feet to the said Southerly right of way; thence South 86° 58' East 196.50 feet along said Southerly right of way line to the point of beginning of this description.

EXCEPTING THEREFROM the Southerly 24.0 feet of the above-described parcel; and

EXCEPTING THEREFROM the parcel described as follows:

That part of the Southeast 1/4 of Section 13, Town 3 North, Range 22 East, in the Town of Mt. Pleasant, County of Racine, State of Wisconsin, described as follows:

Commencing on the East and West 1/4 line of said Section 13 at a point that is located North 86° 58' West 2150.57 feet from the East 1/4 corner of said Section; thence running South 746.86 feet to the point of beginning of this description; thence North 86° 58' West 164.85 feet; thence North 03° 02' East 326.94 feet; thence South 86° 58' East 147.53 feet; thence South 327.40 feet to the point of beginning of this description.

EXCEPTING THEREFROM those lands conveyed to the State of Wisconsin in Deed recorded as Document No. 1787154.

### PARCEL II:

Village That part of the Southeast 1/4 of Section 13, Town 3 North, Range 22 East, in the Fown of Mt. Pleasant. County of Racine. State of Wisconsin, described as follows:

Commencing at the East and West 1/4 line of said Section 13 at a point that is located North 86° 58' West 2150.57 feet from the East 1/4 corner of said Section; running thence South 746.86 feet to the point of beginning of this description; thence North 86° 58' West 164.85 feet; thence North 03° 02' East 326.94 feet; thence South 86° 58' East 147.53 feet; thence South 327.40 feet to the point of beginning of this description.

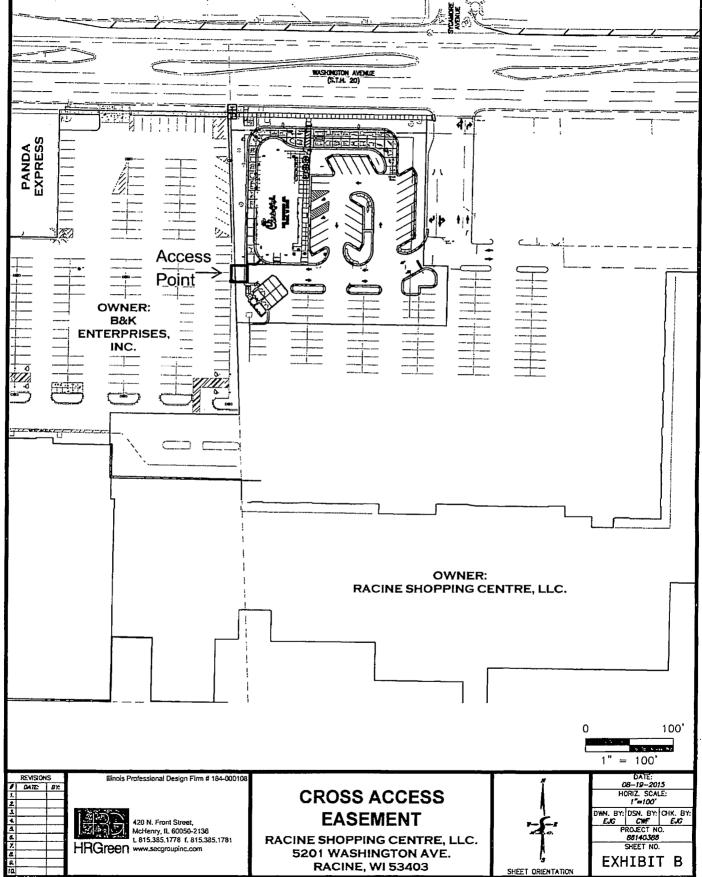
EXCEPTING THEREFROM the following:

That part of the Southeast 1/4 of Section 13, Town 3 North, Range 22 East, in the Fown of Mt. Pleasant, County of Racine, State of Wisconsin, which is bounded and described as follows:

Commencing at the Northeast corner of said Southeast 1/4; thence North 89° 10' 36" West along the North line of said Southeast 1/4, 2150.57 feet; thence South 2° 07' 30" East 419.46 feet to the place of beginning of the lands to be described: thence continuing South 2° 07' 30" East, 327.40 feet; thence North 89° 10' 36" West and parallel to said North line, 157.34 feet; thence North 0° 49' 24" East 74.14 feet; thence North 89° 10' 36" West 0.50 feet to a point on the center line of an existing party wall; thence North 0° 49' 24" East along the center line of said party wall, 145.18 feet; thence South 89° 10' 36" East, 0.50 feet; thence North 0° 49' 24" East, 10.07 feet; thence North 89° 10' 36" West, 4.59 feet; thence North 0° 49' 24" East, 62.05 feet; thence North 89° 10' 36" West, 2.44 feet; thence North 0° 49' 24" East, 35.53 feet; thence South 89° 10' 36" East, 147.53 feet to the place of beginning.

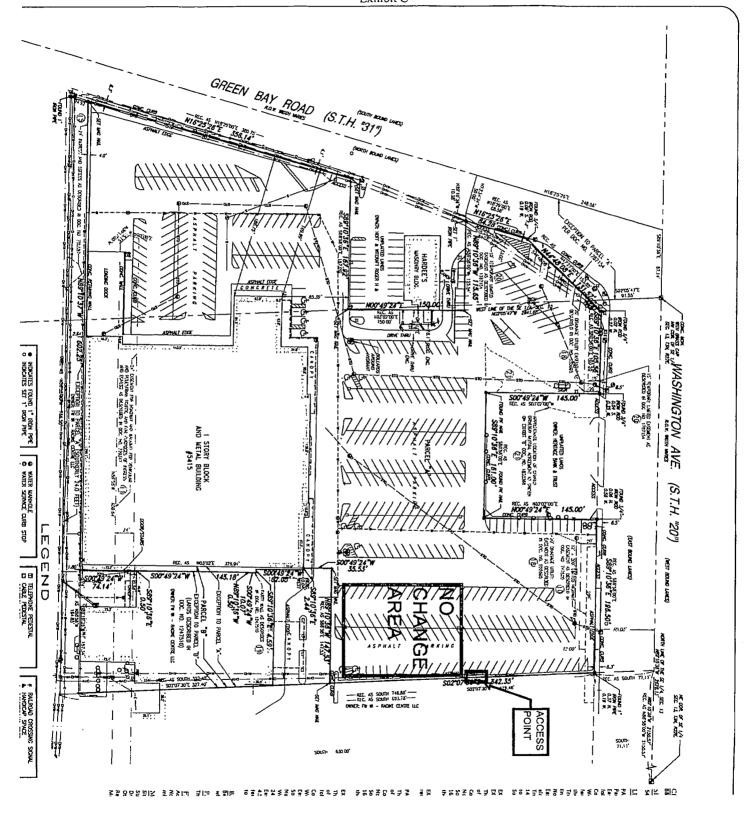
# Exhibit B

# **New Access Point**



# Exhibit C

# No Change Area



PERMANENT MAINTENANCE EASEMENT TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 13

Document Number

Document Title

THIS PERMANENT MAINTENANCE EASEMENT ("Easement") is made as of this 19th day of January, 2018, by and between RACINE SHOPPING CENTRE, LLC ("Grantor") and the WISCONSIN DEPARTMENT OF TRANSPORTATION, an agency of the State of Wisconsin ("WisDOT").

WHEREAS, Grantor is the owner of certain real property located in the City of Racine and the Village of Mount Pleasant, Racine County, State of Wisconsin, which is more particularly described on the attached "Exhibit A" attached hereto (the "Property").

WHEREAS, a portion of the Property will be used for installing and operating traffic control devices at the intersection of State Highway 20 ("STH 20") (Washington Avenue) and Sycamore Avenue, and Grantor desires to grant WisDOT certain access, maintenance and repair rights related to such traffic control devices.

WHEREAS, the Property is not homestead property.

NOW, THEREFORE, Grantor and WisDOT agree as follows:

Recording Area

Name and Return Address:

Antonopoulos Legal Group LLC Attn: Todd T. Nelson 740 Pilgrim Parkway, Suite 206 Elm Grove, WI 53122

PIN: 151-03-22-13-154-010 151-03-22-13-154-020

- 1. GRANT, PURPOSE. Grantor hereby grants, conveys and warrants to WisDOT, its successors and assigns, a perpetual easement and right-of-way in, through, upon and over those portions of the Property described and depicted on the attached "Exhibit B" ("Easement Area") for the purpose of installing, laying, maintaining, operating, and repairing a traffic control signal and related equipment, facilities and other improvements ("Improvements") with the objective of creating and maintaining a fully signalized and controlled intersection at the intersection of STH 20 (Washington Avenue) and Sycamore Avenue.
- 2. ACCESS. WisDOT, its agents and contractors, shall have the right to enter the Property over the Easement Area for the purpose of exercising its rights under this Easement. WisDOT shall provide Grantor at least seven (7) business days prior written notice before commencing any demolition, construction, restoration, installation or other activities within the Easement Area and shall provide at least two (2) business days prior written notice before commencing any demolition, construction, restoration, installation or other activities to the Improvements; provided, however,

that in the event of an emergency, only such advance written notice as may be reasonable under the circumstances shall be required. Notwithstanding the foregoing, in the event of an emergency, WisDOT shall advise Grantor upon the completion of the work in the Easement Area as soon as thereafter as reasonably possible. WisDOT shall provide at least three (3) business days prior written notice in the event it is necessary to move any or all of the Improvements, equipment, or vehicles to the Property prior to such activity being commenced.

- 3. LIMITATIONS ON STRUCTURES. Grantor agrees that no structures shall be erected in the Easement Area as to create interference with the operation, maintenance and/or repair of the Improvements. Notwithstanding anything herein to the contrary, Grantor may install, maintain and replace curbs, gutters, pavement, landscaping and signs in the Easement Area, and Grantor shall have the right to allow other parties to use the Easement Area for any purpose, which does not in any way interfere with the accessibility and safe operation of the Improvements (subject to the consent of WisDOT, which consent shall not be unreasonably withheld, conditioned or delayed).
- 4. RESTORATION. Unless otherwise agreed in writing, immediately after WisDOT completes any work in the Easement Area, WisDOT, at its sole cost and expense, shall restore the Easement Area to the same or better condition as it was in before WisDOT began the work and to a safe condition and shall remove all of its equipment, tools, trash, and debris from the Easement Area. Unless otherwise agreed to in writing, WisDOT shall not move, remove, or demolish any of Grantor's or its tenants' signs, curbing, pavement, or other improvements (including, without limitation, the stormwater line) located within the Easement Area unless reasonably necessary to exercise its rights hereunder, and in that case, shall promptly restore said area and such signs, curbing, pavement, and/or improvements (including, without limitation, the stormwater line), at WisDOT's sole cost and expense and as stated in this Easement.
- 5. NO UNREASONABLE INTERFERENCE. WisDOT will perform all work in such a manner and at such times so as to not unduly disrupt the use of the Property by Grantor, its tenants or their respective occupants, customers or invitees. WisDOT shall not park any construction vehicles, equipment, or materials within the Easement Area or on the Property unless absolutely necessary to construct, maintain, or repair the Improvements.
- 6. AMENDMENTS. This Easement may be amended only by a written instrument executed by all the parties hereto or their respective successors.
- 7. INDEMNIFICATION. WisDOT shall indemnify and hold Grantor and Grantor's tenants, including, without limitation, Chick-fil-A, Inc. ("CFA"), harmless from any and all claims, demands, suits, actions, judgments, awards, settlements, costs, and expenses (including reasonable attorneys' fees) for injuries to any person and for damage to any property, including, without limitation, any lost profits of the business(es) operating on the Property as a result of damage to the stormwater line, arising out of the construction, operation, maintenance, and repair of the Improvements, or any acts or omissions of WisDOT, its employees, contractors, agents, and representatives, except for any claims or actions arising out of negligence of Grantor and its employees, agents and invitees however designated.
- 8. NO PUBLIC DEDICATION. Nothing contained in the Easement shall be deemed a gift or dedication of all or any part of the Property or the Easement Area to WisDOT or to the general

public. No right or privilege of any party hereto shall inure to the benefit of any third-party person, nor shall any third-party person be deemed to be a beneficiary of any of the provisions of this Easement. Notwithstanding the foregoing, CFA shall be deemed a third-party beneficiary of this Easement.

- 9. BINDING EFFECT, INTEGRATION, AND ASSIGNMENT. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements between the parties, either written or oral, relating to the subject matters hereto. This Easement shall be binding upon and benefit the parties and their respective successors and assigns. Notwithstanding anything herein to the contrary, WisDOT may not transfer or assign its rights under this Easement to any other entity without the prior written consent of Grantor, which consent may be withheld in Grantor's sole discretion.
- 10. NOTICES. All notice to be given to any party under this Easement shall be in writing and shall be given either by personal delivery by postage prepaid U.S. Mail, by facsimile, or by email to the respective recipients set forth below Notice shall be deemed delivered either by actual receipt thereof, or upon delivery refusal thereof. Any change in address for purposes of receiving notice shall be made by delivering written notice of such change in accordance with the requirements of this Section 10.

If to Grantor: Racine Shopping Centre, LLC

Grand Duchess at Saint Patrick's 132 Saint Patrick's Road, #08-10

Singapore 424212 Attn: Gilberto Cabral Phone: +65 9388-8616

E-mail: gilberto.cabral@meiban.com

With copy to: Founders 3

252 East Highland Avenue Milwaukee, WI 53202 Attn: Kevin Hannan Phone: (414) 271-1111

E-mail: khannan@founders3.com

With copy to Landlord's Counsel: Antonopoulos Legal Group, LLC

740 Pilgrim Parkway, Suite 206

Elm Grove, WI 53122 Attn: Todd T. Nelson, Esq. Phone: (262) 649-5572

E-mail: todd@alglawoffices.com

If to WisDOT:

Wisconsin Department of Transportation

Attn: Tony Barth

SE Region

141 N.W. Barstow

PO BOX 798

Waukesha, WI 53187 Phone: 262.548.5626

Fax: 262.548.8655

Email: tony.barth@dot.wi.gove

REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK AND SIGNATURES ARE ON THE FOLLOWING PAGES.

IN WITNESS WHEREOF, by signing below, Grantor and the WisDOT agree this Easement shall be effective as of the  $11^{th}$  day of December, 2017.

# **GRANTOR:**

RACINE SHOPPING CENTRE, LLC, a Wisconsin limited liability company

By: Racine Marketplace, Inc., a Wisconsin Corporation, its managing member

Gilberto Cabral, Secretary

REPUBLIC OF SINGAPORE

) SS.

Personally came before me this 11 th day of December, 2017, the above named Gilberto Cabral, Secretary of Racine Marketplace, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

Justice of Peace Goh Tiong Yong George BBM, PBM

Republic of Singapore 0000119



WisDOT:

WISCONSIN DEPARTMENT OF TRANSPORTATION

Name: Toky T BARTY
Title: PLANNING CHIFF-SEREGION

STATE OF WISCONSIN )
) SS.

**Daulashacounty )

Personally came before me this 19 day of December, 2017, the above named acknowledged the same.

Notary Public

My Commission Expires:

#### **CONSENT AND JOINDER**

THIS CONSENT AND JOINDER is entered into by WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-C24 ("Lender"), as the holder of a Mortgage dated July 17, 2014, from Racine Shopping Centre, LLC ("Borrower") to RAIT FUNDING, LLC, recorded with the office of the Register of Deeds in Racine County, Wisconsin on July 18, 2014 as document number 2385721 (the "Mortgage") and subsequently assigned to Lender via an Assignment of Mortgage recorded with the office of the Register of Deeds in Racine County, Wisconsin on December 26, 2014 as document number 2397054, encumbering the property described in that certain Permanent Maintenance Easement (the "Easement") to which this Consent is attached. Lender hereby consents to the execution and delivery of the Permanent Maintenance Easement and joins in the granting of the rights and easements granted.

The relationship between the Lender and Borrower is that of a lender and a borrower only and neither of those parties is, nor shall it hold itself out to be, the agent, employee, joint venturer or partner of the other party. The consent granted herein is expressly limited to the matters described herein and shall not be deemed a consent to or as a waiver of any other conditions or requirements in the Mortgage or in the other loan documents executed in connection therewith. Notwithstanding anything to the contrary herein, the Lender does not subordinate the lien of the Mortgage or other loan documents to any claims, damages, or indemnities against the Borrower that arise from the terms of the Easement.

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-C24

By:

Wells Fargo Bank, National Association, in its capacity as Master Servicer as authorized under that certain Pooling and Servicing Agreement dated as of October 1, 2014

_

Name: Brian Warman Title: Director COUNTY OF MECKLENBURG

§

This instrument was acknowledged before me on this the day of November, 2017, by Brian Warman, a Director of Wells Fargo Bank, National Association, in its capacity as Master Servicer for and on behalf of WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-C24, on behalf of said national association.



Notary Public, State of North Carolina

# **CONSENT AND JOINDER**

THIS CONSENT AND JOINDER is entered into by CHICK-FIL-A, INC. ("Tenant"), as the tenant under a certain Ground Lease dated April 3, 2015 and evidenced by a certain Short Form Lease dated April 3, 2015 and recorded as Document No. 2405109 with the office of the Register of Deeds in Racine County, Wisconsin (the "Ground Lease") for a portion of the property described in that certain Permanent Maintenance Easement to which this Consent is attached. Tenant hereby consents to the execution and delivery of the Permanent Maintenance Easement and joins in the granting of the rights and easements granted.

Tenant has executed this Consent under seal by its duly authorized representatives as of the day of linual, 2017. ZOIS CHICK-FIL-A, INC., A Georgia Corporation By: Donna W. Kirbow
Title: Vice President, Finance (SEAL) STATE OF GEORGIA **FULTON COUNTY** 2018 The foregoing instrument was acknowledged before me this 10th day of 12017, by 12 _____ of CHICK-FIL-A, INC., a Georgia Corporation. Tami B. Denney Print or Stamp Name of Notary My Commission Expires: 4/28/2018

# EXHIBIT A

# **LEGAL DESCRIPTION**

Lot 1 and Lot 2 of Certified Survey Map No. 3173 recorded in the Racine County Register of Deeds Office in Volume 10, Pages 384-389 as Document No. 2418130, being a part of the Northwest 1/4 of the Southeast 1/4, Section 13, Township 3 North, Range 22 East, Village of Mount Pleasant and City of Racine, Racine County, Wisconsin.

# EXHIBIT B

# **EASEMENT AREA**

Part of Lot 1 and part of Lot 2 of Certified Survey Map No. 3173 recorded in the Racine County Register of Deeds Office in Volume 10, Pages 384-389 as Document No. 2418130, being a part of the Northwest 1/4 of the Southeast 1/4, Section 13, Township 3 North, Range 22 East, Village of Mount Pleasant, Racine County, Wisconsin being more particularly described as follows: Beginning at the Northeast corner of said Lot 1; thence North 89°-10'-36" West along the North line of said Lot 1, a distance of 40.68 feet; thence South 59°-46'-35" East, a distance of 55.00 feet; thence South 89°-10'-36" East, a distance of 52.00 feet; thence North 00°-49'-24" East, a distance of 27.00 feet to the North line of said Lot 2; thence North 89°-10'-36" West along said North line, a distance of 59.24 feet to the point of beginning.

# EXHIBIT B

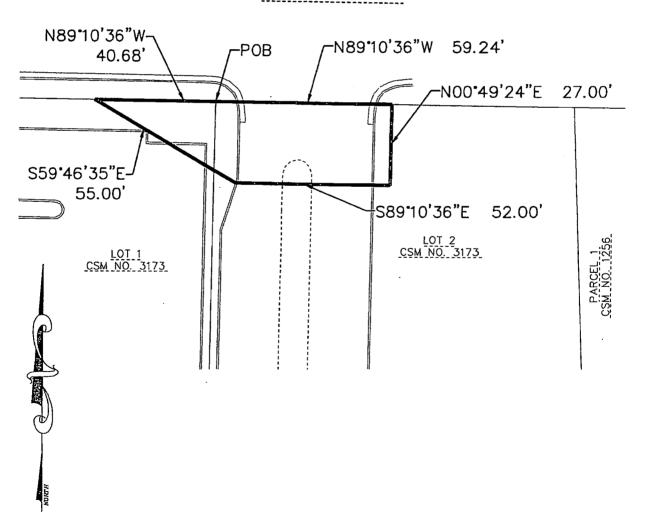
# **EASEMENT AREA**

(see attached)

# EXHIBIT B EASEMENT AREA



# WASHINGTON AVENUE S.T.H. "20"



#### MEMORANDUM OF INTEREST

KNOW ALL MEN BY THESE PRESENTS, that on the 20th day of November, 1987, GCDFREY COMPANY, a division of Malone & Hyde, Inc., a Delaware Corporation ("Godfrey"), entered into a lease with Frank P. Crivello of Milwaukee, Wisconsin ("Crivello") dated November 20, 1987, and amended on September 5, 1989, pursuant to which Godrey is leasing certain real estate located in Racine County, Wisconsin from Crivello. The leased premises is approximately 50,000 square feet of floor area in the Shopping Center located on the property more particularly described on Exhibit A attached hereto and incorporated herein by reference.

The initial term of the lease is fifteen (15) years commencing on October 15, 1988, and the termination of the initial lease term is October 31, 2003. Godfrey has an option to extend the Lease for four (4) additional terms of five (5) years each, with the last of such term ending on October 31, 2023.

This Memorandum Of Interest shall be recorded in the office of the Register of Deeds of Racine County, Wisconsin for the sole purpose of providing notice of the existence and the general terms of the Lease.

IN WITNESS WHEREOF, the undersigned has caused this memorandum to be executed as of the 25 th day of _______, 1991.

13132-102 + 13132-095 008-03-22-13-154-005 008-03-22-13-171-000

GODFREY COMPANY, a division of Malone & Hyde. Inc. / /

BY:

LLEN C. GEMRKE, President //

/

Register's Office Racine County, Wis.

Received for Record 1912 day of A.D. 1991 at 8:30 o'clock A. M. and recorded in Volume 2081

Thelen M. Schutters

Register of Deeds

14-

'VOL 2081 PAGE 262

STATE OF WISCONSIN )

COUNTY OF WAUKESHA )

Personally came before me this 28 day of 0000 1991, the above named Allen C. Gehrke, Vice President of GODFREY COMPANY, a Division of Malone & Hyde, Inc., to me known to be the person who executed the foregoing instrument on behalf of said corporation and acknowledges the same.

Notary Bablic, State of Wisconsin

My Commission: Expires 10/16/94

THIS INSTRUMENT WAS DRAFTED BY AND SHOULD BE RETURNED TO:

J. Miles Goodwin O'Neil, Cannon & Hollman, S.C. Suite 1400 Ill East Wisconsin Avenue Milwaukee, Wisconsin 53202-4803

#### EXHIBIT A

# Legal Description of the Shopping Center

- 1. The East 30 feet of Parcel 1 of Certified Survey Map No. 1256, recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4, 1987 in Volume 3 of Certified Survey Maps, pages 658 thru 661, as Document No. 1236708, being a division of a part of the Northwest 1/4 of the Southeast 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant and City of Racine, Racine County, Wisconsin.
- 2. Parcel 2 of Certified Survey Map No. 1256, recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4, 1987, in Volume 3 of Certified Survey Maps, pages 658 thru 661, as Document No. 1236708, being a divipages 658 thru 661, as Document No. 1236708, being a divipage of a part of the Northwest 1/4 of the Southeast 1/4 and sion of a part of the Northeast 1/4 of the Southwest 1/4 of Section a part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant and City of Racine, Racine County, Wisconsin, Pleasant and City of Racine, Racine County, Wisconsin, EXCEPTING THEREFROM the following: Commence at the Northwest corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°07'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the Southwest corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning.
- North, Range 22 East in the Town of Mount Pleasant, Racine County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said Southeast 1/4; thence N 89°10'36" W along the North line of said Southeast 1/4, 2150 57 feet; thence S 2°07'30" E, 419.46 Southeast 1/4, 2150 57 feet; thence S 2°07'30" E, 419.46 feet to the place of beginning of the lands to be described; thence continuing S 2°07'30" E, 327.40 feet; thence N 89° 10'36" W and parallel to said North line, 157.34 feet; thence N 0°49'24" E 74.14 feet; thence N 89°10'36" W, 0.50 feet to a point on the centerline of an existing party wall; feet to a point on the centerline of an existing party wall; thence N 0°49'24" E, along the centerline of said party wall, 145.18 feet; thence S 89°10'36" E, 0.50 feet; thence N 0°49'24" E, 62.05 feet; thence N 89°10'36" W, 4.59 feet; thence N 0°49'24" E, 62.05 feet; thence N 89°10'36" W, 2.44 feet; thence N 0°49'24" E, 35.53 feet; thence S 89°10'36" E, 147.53 feet to the place of beginning.

DOCUMENT # 2405109 RACINE COUNTY REGISTER OF DEEDS April 16, 2015 2:46 PM

TYSON FETTES

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 10

Short Form Lease

Recording Area Name and Return Address

Anthony D. Greene, Esq. Troutman Sanders LLP 600 Peachtree Street, N.E. Suite 5200 Atlanta, Georgia 30308

This document drafted by:

Anthony D. Greene, Esq. Troutman Sanders LLP 600 Peachtree Street, N.E. Suite 5200 Atlanta, Georgia 30308 Tax Key No. 51-151-03-22-13-154-005

Tax Key No. 13132-102 Tax Key No. 13132-95

Tax Key No. 51-151-03-22-13-171-000

30-10

# SHORT FORM LEASE

THIS SHORT FORM LEASE (the "Short Form Lease") is entered into as of this 3rd day of April, 2015, by and between RACINE SHOPPING CENTRE, LLC, a Wisconsin limited liability company ("Landlord"), and CHICK-FIL-A, INC., a Georgia corporation ("Tenant").

#### WITNESSETH:

A. Landlord and Tenant have entered into a Ground Lease dated April 3, 2015 (the "Lease") and are filing this Short Form Lease to provide record notice of the Lease and the terms and conditions contained in the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Short Form Lease and in the Lease, Landlord and Tenant hereby agree as follows:

- 1. <u>Demised Premises</u>. Effective as of the Commencement Date, Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and conditions of this Lease, the parcel of land (the "<u>Land</u>") and all improvements on the Land, consisting of approximately 1.07 acres located at Washington Avenue at Sycamore Avenue in the Village of Mt. Pleasant, Racine County, Wisconsin, described on <u>Exhibit "A"</u>, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land (collectively, the "<u>Demised Premises</u>"). If Tenant at any time obtains a survey of the Land, then Tenant and Landlord agree to amend this Lease by substituting a description of the Land based upon such survey in place of the description or site plan attached as Exhibit "A".
- 2. <u>Term.</u> The term of the Lease will commence on the Commencement Date (as that term is defined in the Lease), and will terminate on the last day of the month which is fifteen (15) years after the Rent Commencement Date (as that term is defined in the Lease) unless sooner terminated or extended as provided in the Lease. Tenant has the right to extend the term of the Lease for eight (8) consecutive periods of five (5) years each pursuant to the terms of the Lease. Upon request, each of Landlord and Tenant agrees to promptly execute and deliver an amendment to this Short Form Lease in recordable form acknowledging the actual date of the Commencement Date and the Rent Commencement Date.
- 3. <u>Incorporation of Lease</u>. The provisions of the Lease are incorporated into this Short Form Lease as if set out in full. In the event of any conflict or inconsistency between the terms of this Short Form Lease and the terms of the Lease, the terms of the Lease will govern and control for all purposes.
- 4. <u>Defined Terms</u>. All capitalized terms and words of art which are used but not defined in this Short Form Lease will have the same respective meaning designated for such terms and words of art in the Lease.

- 5. <u>Adjoining Property</u>. The Adjoining Property, as defined in the Lease and used in this Short Form Lease, is described on <u>Exhibit "B"</u>.
- 6. <u>Easements</u>. Landlord grants to Tenant, for the term of the Lease, the following rights and easements over the Adjoining Property:
- (a) General vehicular and pedestrian access and parking, including the right (but not the obligation) to maintain, repair and replace the access roads, parking areas and sidewalks (including the right to offset such costs against rent payable under the Lease if Landlord fails to perform such work);
- (b) Specific vehicular and pedestrian access over the accessways which are crosshatched on Exhibit "B" (the "Protected Drives");
- (c) General utility easements, including the right to construct, tie into, maintain, repair and replace all utility facilities that are necessary to serve the Land (including storm and surface water drainage and detention facilities), together with the right of storm and surface water drainage from the Land on the Adjoining Property; and
- (d) A general temporary construction easement over those portions of the Adjoining Property as reasonably required for Tenant's development of the Land.

Landlord acknowledges that Tenant is relying on the restrictive covenants in this Section in executing this Lease. Landlord specifically agrees that if the covenants in (i) through (vii) above are breached, Tenant will be entitled to pay reduced rent at the rate of seventy-five percent (75%) of minimum rent for the period of time the violation continues. The total amount abated will be liquidated damages for such breach and not a penalty, the parties agreeing that Tenant will sustain proximate, substantial and irreparable damages from such breach, but that it will be very difficult if not impossible to ascertain the amount of such damages. Accordingly, in addition to any other remedies allowed by law, including the liquidated damages agreed to in the Lease, Landlord and Tenant agree that all of the covenants will be enforceable in equity. Tenant may pursue injunctive and any other appropriate relief, whether under the provisions of this Lease or otherwise. Tenant may, at its option and without waiver of any rights and remedies against Landlord, directly enforce the restrictive covenants in this Section and Landlord will cooperate in good faith with Tenant to enforce the restrictive covenants in this Section against other tenants or occupants of the Adjoining Property.

Landlord agrees (i) that Landlord will not agree to any amendment or modification of any recorded document creating rights, easements and obligations benefitting (and burdening) the Land which would materially adversely affect Tenant or the Demised Premises, (ii) that Tenant is a third-party beneficiary of any such recorded documents, and (iii) on written notice from Tenant and at Tenant's expense (including attorney's fees), to enforce the obligations of third parties governed by such recorded documents on Tenant's behalf if deemed reasonably necessary by Tenant to permit Tenant's use and enjoyment of the Demised Premises as created in this Lease.

- 7. Restrictions on Adjoining Property. Landlord agrees that the Adjoining Property is subject to the following restrictive covenants for the term of the Lease:
  - (i) No material changes to the layout within the area shown as the "No Change Area" on Exhibit "B" will be made without Tenant's prior written consent. For the purposes of illustration only, the following changes to the No Change Area will be considered material: relocation of any drive aisles, reduction in the number of parking spaces, erection of any

buildings or other structures, or elimination of any curb cuts. However, it is agreed that any changes in the No Change Area necessary to create an access point to the neighboring property to the west or to accommodate a traffic signal for the entrance at Washington Avenue shall not be considered a material change, provided that Tenant has given it prior written approval of such change, not to be unreasonably withheld.

- (ii) Landlord will maintain and repair, at its expense, all roads, parking areas, and utility facilities that are the subject of the easements granted to Tenant in clauses (a) through (d) above (including, without limitation, the Protected Drives) in accordance with first-class shopping center standards and practices, and except for maintenance and repairs performed in a manner to reasonably minimize interference with Tenant's business, Landlord will not obstruct or alter the Protected Drives during the term of the Lease. Landlord acknowledges that Tenant is relying on Landlord to maintain all of such off-site accessways, parking areas and utility facilities that support the Demised Premises in good order and repair at all times.
- (iii) Landlord will not lease, rent, sell or occupy, or permit to be leased, rented, sold or occupied, any portion of the Adjoining Property for any use that is not a first-class retail use.
- (iv) Landlord will not lease, rent, sell or occupy, or permit to be leased, rented, sold or occupied, any portion of the Adjoining Property for any of the following: a theater of any kind; bowling alley, skating rink, amusement park, carnival or circus; meeting hall, sporting event or other sports facility, auditorium or any other like place of public assembly; mortuary or funeral parlor; establishment selling cars or other motor vehicles, motor vehicle maintenance or repair shop or gas station, or any establishment selling trailers; billiard parlor; tavern, pub, bar (except a bar area that is ancillary to a restaurant, whereby the sale of alcohol is incidental to food service and constitutes less than forty (40%) percent of its gross sales) or liquor store (except liquor sales ancillary to a grocery store, whereby the sale of alcohol constitutes less than forty (40%) percent of its gross sales); pawn shop; or amusement center, flea market, massage parlor (provided this restriction shall not restrict a nail salon or upscale spa such as Massage Envy), "disco" or other dance hall, tattoo or body piercing parlor; casino, gaming room, or "off track betting" operation; for the sale of paraphernalia for use with illicit drugs or for the sale of medicinal marijuana; or for the sale, rental or display of pornographic materials.
- (v) No portion of the Adjoining Property will be leased, used or occupied as a restaurant selling or serving chicken as a principal menu item. For the purposes of this Lease, "a restaurant selling or serving chicken as a principal menu item" means a restaurant deriving twenty-five percent (25%) or more of its gross sales from the sale of chicken.
- (vi) No portion of the Adjoining Property will be leased, used or occupied by or for any of the following uses: McDonald's, Wendy's, Arby's, Boston Market, Kentucky Fried Chicken, Popeye's, Church's, Bojangle's, Mrs. Winner's, Carl's Jr., Hardees, Chicken Out, Zaxby's, Ranch One, El Pollo Loco, Pollo Campero, Pollo Tropical, Raising Cane's, Chester's, Bush's Chicken, Biscuitville, Chicken Now, PDQ, ChikWich, Ezell's Famous Chicken or Roy Rogers.

# 8. Tenant's Right of First Offer.

(a) If Landlord intends to offer the Demised Premises for sale to an unaffiliated third party or if Landlord receives an offer from an unaffiliated third party to purchase the Demised Premises on terms acceptable to Landlord, Landlord will first offer Tenant the right to purchase the Demised

Premises by sending to Tenant a written notice of the specific terms of the offer to sell or purchase. The offer will include the price (the "Offering Amount"), payment terms, conditions of title, costs of escrow and other relevant terms, together with a current payoff letter from any mortgagee of the Demised Premises evidencing such lender's agreement to release its mortgage upon payment of the release price. Tenant will have thirty (30) days after receipt of the notice to exercise its right to purchase by providing written notice to Landlord. If Tenant exercises the right to purchase, the closing will occur within thirty (30) days after the date of Tenant's notice. If Tenant does not elect to accept the offer or fails to provide notice within the thirty (30) day period, Landlord may offer to sell the Demised Premises to a third party on substantially the terms and conditions provided in Landlord's notice to Tenant. If Landlord does not complete the sale on substantially the terms in the notice to Tenant (for not less than ninety-five percent (95%) of the Offering Amount) in one hundred eighty (180) days, and if Landlord determines again that Landlord desires to offer the Demised Premises for sale, Landlord must again comply with the terms of this Section and Tenant will again have the right of first offer in this Section.

- (b) This Section will not apply in the event of a sale, transfer or assignment of Landlord's interest in the Demised Premises in connection with the foreclosure of any deed to secure debt, mortgage or other similar security instrument, whether by judicial or non-judicial sale, or any deed or assignment in lieu of foreclosure, covering Landlord's fee interest. Further, this Section will not apply to any transfer by descent or devise following the death of any party comprising Landlord or to transactions by and among Landlord or any family member of any party comprising Landlord, including without limitation, trusts, corporations or other entities having a majority interest owned by or inuring to the benefit of Landlord or any family member of any party comprising Landlord; provided, however, that the provisions of this Section will be binding upon such purchaser and such purchaser's heirs, successors and assigns. Furthermore, this Section will not apply in the event of a sale, transfer, or assignment of the Demised Premises if the Demised Premises is part of a sale, transfer, or assignment which includes substantially all of the Adjoining Property.
- 9. <u>Easements and Restrictions Benefitting Tenant</u>. The Lease grants Tenant the easements and the benefit of the restrictive covenants described in Paragraphs 6, 7 and 8 of this Short Form Lease. If Tenant acquires title to the Land, the Land will be conveyed with the benefit of the easements and restrictive covenants. Any person or entity acquiring any interest in the Adjoining Property is on notice, by the recordation of this Short Form Lease, of Tenant's rights. Landlord will not convey all or any portion of the Adjoining Property during the term of the Lease without reserving the easements and imposing the restrictive covenants as required by the Lease and this Short Form Lease.
- 10. <u>Cancellation of Short Form Lease</u>. On the request of Landlord following the expiration or termination of the Lease, Tenant will promptly execute and deliver an appropriate release and/or cancellation instrument in recordable form acknowledging the expiration or termination of the Lease and releasing any and all right, title and interest of Tenant in and to the Demised Premises under the Lease.

[Signature on following page.]

Landlord and Tenant have caused this Short Form Lease to be executed on the day, month and year set out above.

# "LANDLORD"

RACINE SHOPPING CENTRE, LLC, a Wisconsin limited liability company

By: Racine Marketplace, Inc., a Wisconsin corporation, its managing member

Notary Public

By: All (M)
Title: Secretary

STATE OF Liscosin, liquides ha County ss:

The foregoing instrument was acknowledged before me this day of April , 2015 by Ciberto Cabrel, the Secretary of Racine Marketplace, Inc., a Wisconsin corporation, the Managing Member of RACINE SHOPPING CENTRE, LLC, a Wisconsin limited liability company, on behalf of said company.

My commission expires: Permanent

24688616v1

# "TENANT"

CHICK-FIL-A, INC., a Georgia corporation

By: D Hall Mish My

Title: Serain Nice. President and General Counsel

By: Wally G. Fank

STATE OF GEORGIA, Fulton County ss:

The foregoing instrument was acknowledged before me this 3 day of April, 2015 by B. Lyna Chastain and Philip H. Barrett, the Echiol VPa Glad Constand VICL Tresident of CHICK-FIL-A, INC., a Georgia corporation.

My commission expires:

# EXHIBIT "A" to Short Form Lease

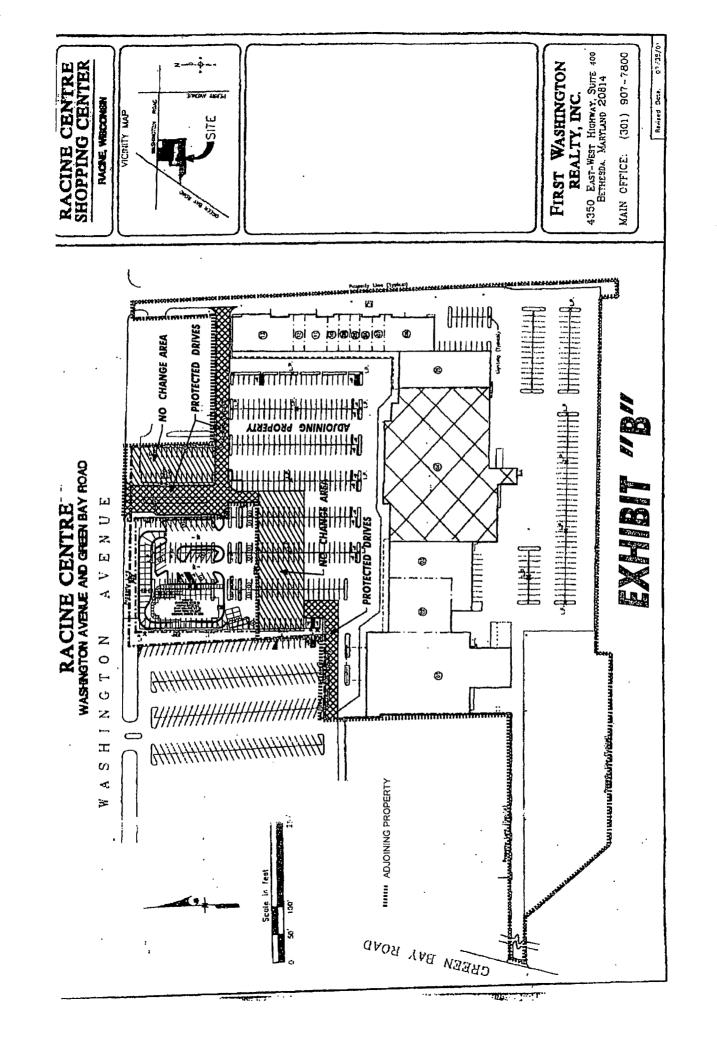
Legal Description of the Land

Part of Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708 and being part of the Northwest 1/4 of the Southeast 1/4 of Section 13, Township 3 North, Range 22 East, Village of Mt. Pleasant, Racine County, Wisconsin being more particularly described as follows:

Commencing at the Northwest corner of the Southeast 1/4 of said Section 13; thence South 89°-10'-36" East along the North line of said Southeast 1/4, a distance of 504.52 feet; thence South 00°-49'-24" West, a distance of 77.01 feet to the North line of said Parcel 2, said point also being the point of beginning; thence continuing South 00°-49'-24" West, a distance of 223.00 feet; thence South 89°-10'-36" East, a distance of 230.00 feet; thence North 00°-49'-24" East, a distance of 53.00 feet; thence North 89°-10'-36" West, a distance of 27.00 feet; thence North 00°-49'-24" East, a distance of 170.00 feet to the North line of said parcel 2, said point also being on the Southerly right-of-way line of Washington Avenue (S.T.H. "20"); thence North 89°-10'-36" West along said North line, a distance of 203.00 feet to the point of beginning.

### EXHIBIT "B" to the Short Form Lease

[See attached.]



Document #: 2419630

Date: 10-12-2015 Time: 12:22:08 PM Pages: 5 Fee: \$30.00 County: RACINE State: WI Requesting Party: First American Title NCS San Diego Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

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

Second Amendment to Ground Lease and First Amendment to Short Form Lease

Recording Requested By: First American Title National Commercial Services Recording Area Name and Return Address

Anthony D. Greene, Esq. Troutman Sanders LLP 600 Peachtree Street, N.E., Suite 5200 Atlanta, Georgia 30308

This document drafted by:

Anthony D. Greene, Esq. Troutman Sanders LLP 600 Peachtree Street, N.E. Suite 5200 Atlanta, Georgia 30308

Tax Key No. 151-03-22-13-154-010

# SECOND AMENDMENT TO GROUND LEASE AND FIRST AMENDMENT TO SHORT FORM LEASE

THIS SECOND AMENDMENT TO GROUND LEASE AND FIRST AMENDMENT TO SHORT FORM LEASE (the "Amendment") is entered into as of September 11, 2015, by and between RACINE SHOPPING CENTRE, LLC, a Wisconsin limited liability company ("Landlord"), and CHICK-FIL-A, INC., a Georgia corporation ("Tenant").

#### Background:

- A. Landlord and Tenant entered into that certain Ground Lease dated April 3, 2015; as amended by First Amendment to Ground Lease dated July 17, 2015 (as amended, collectively, the "Lease"), for certain property located in the Village of Mt. Pleasant, Racine County, Wisconsin (the "Property"), as more particularly described in the Lease;
- B. Landlord and Tenant entered into that certain Short Form Lease dated April 3, 2015, recorded as Document No. 2405109 in the Racine County Register of Deeds (the "Short Form Lease") which evidences the Lease; and
- C. It is the desire and intent of Landlord and Tenant to modify and amend certain terms and provisions in the Lease and Short Form Lease as more particularly set forth herein.

Landlord and Tenant acknowledge and agree that:

- 1. The Commencement Date of the Lease is September 11, 2015.
- 2. Exhibit A to each of the Lease and the Short Form Lease are hereby deleted in their entirety and replaced with Exhibit A attached to this Amendment.
- 3. As expressly modified by this Amendment, the Lease and the Short Form Lease are hereby ratified and confirmed by Landlord and Tenant. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

[Signature commence on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

#### TENANT:

CHICK-FIL-A, INC., a Georgia corporation

Name

Janet J. Bridges Vice President, Treasury

Senior Vice President and General Course

(CORPORATE SEAL)

STATE OF GEORGIA, Fulton County ss:

The foregoing instrument was acknowledged before me 2015 by Jact J. Bridge and B.L.

and SVI, and Good Consel of CHICK-FIL-A, INC., a Georgia corporation.

My commission expires: <u>Ila</u>

[Signatures continue on following page.]



[Signatures continued from previous page.]

### LANDLORD:

RACINE SHOPPING CENTRE, LLC, a Wisconsin limited liability company

By: Racine Marketplace, Inc., a Wisconsin corporation, its managing member

By: Left (SEAL)

Name: Gilberto (abra)

Title: Secretary

Republic of Singapore
STATE OF,County-ss:
The foregoing instrument was acknowledged before me this 30 th day of September, 2015 by Gibero Cabral, the Secretary of RACINE MARKETPLACE, INC., a
Wisconsin corporation, the Managing Member of RACINE SHOPPING CENTRE, LLC,, LLC, a
Wisconsin limited liability company, on behalf of said company.
GOH TIONS YONG GEORGE JP. BBM
My commission expires: N/A

### EXHIBIT A

## Legal Description of Land

Lot 1 on Certified Survey Map No. 3173 for Racine Shopping Centre, LLC, recorded on September 22, 2015 in Volume 10 in Certified Survey Maps, Page 384, as Document No. 2418130, and being part of Parcels 1 & 2, CSM No. 1256, located in the NW 1/4 of the SE 1/4 and the NE 1/4 of the SW 1/4, Section 13, Township 3 North, Range 22 East, Village of Mount Pleasant and City of Racine, Racine County, Wisconsin.

Mortgage and Security Agreement

a stronger from more and more some advanced in the control and bond from more than and from a soul transfer on

Document #: 2385721

Date: 07-18-2014 Time: 04:47:00 PM Pages: 20 Fee: \$30.00 County: RACINE State: WI Requesting Party: First American Title Insurance Company - NC Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

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

#### Recording Area

Name and Return Address

James L. Barkin, Esq. McKenna Long & Aldridge LLP 303 Peachtree Street, N.E. Suite 5300 Atlanta, Georgia 30308

This document drafted by:

James L. Barkin, Esq. McKenna Long & Aldridge LLP Suite 5300 303 Peachtree Street, N.E. Atlanta, Georgia 30308 Tax Key No. 51-151-03-22-13-154-005 Tax Key No. 276-00-00-13132-102 Tax Key No. 276-00-00-13132-95 Tax Key No. 51-151-03-22-13-171-000 THIS MORTGAGE AND SECURITY AGREEMENT (this "Security Instrument") is made as of this 17th day of July, 2014 by RACINE SHOPPING CENTRE, LLC, a Wisconsin limited liability company, having an address at c/o Siegel-Gallagher Management Company, 252 East Highland Avenue, Milwaukee, Wisconsin 53202, Attention: Lori Kremer, Senior Vice President, as mortgagor (together with its permitted successors and assigns, "Borrower") for the benefit of RAIT FUNDING, LLC, a Delaware limited liability company, as lender, having an address at c/o RAIT Financial Trust, Cira Centre, 2929 Arch Street, 17th Floor, Philadelphia, PA 19104-2870 (together with its successors and assigns, "Lender"), as mortgagee. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement (defined below).

#### RECTTALS:

This Security Instrument is given to Lender to secure a certain loan in the original principal amount of \$7,100,000.00 (the "Loan") advanced pursuant to a certain loan agreement between Borrower and Lender (as the same may have been or may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement"), which such Loan is evidenced by, among other things, a certain Promissory Note executed in connection with the Loan Agreement (together with all extensions, renewals, replacements, restatements or other modifications thereof, whether one or more being hereinafter collectively referred to as the "Note");

Borrower desires to secure the payment of the outstanding principal amount set forth in, and evidenced by, the Loan Agreement and the Note together with all interest accrued and unpaid thereon and all other sums due to Lender in respect of the Loan under the Note, the Loan Agreement, this Security Instrument or any of the other Loan Documents (defined below) (collectively, the "Debt") and the performance of all of the obligations due under the Note, the Loan Agreement and all other documents, agreements and certificates executed and/or delivered in connection with the Loan (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, collectively, the "Loan Documents"); and

This Security Instrument is given pursuant to the Loan Agreement, and payment, fulfillment, and performance of the obligations due thereunder and under the other Loan Documents are secured hereby in accordance with the terms hereof.

### Article 1 - GRANTS OF SECURITY

- Section 1.1. <u>Property Mortgaged</u>. Borrower does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer, convey and grant a security interest to Lender and its successors and assigns in and to the following property, rights, interests and estates now owned, or hereafter acquired by Borrower (collectively, the "Property"):
- (a) <u>Land</u>. The real property described in <u>Exhibit A</u> attached hereto and made a part hereof (collectively, the "Land");
- (b) <u>Additional Land</u>. All additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land and

all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument;

- (c) <u>Improvements</u>. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");
- (d) <u>Easements</u>. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements, and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements, and every part and parcel thereof, with the appurtenances thereto;
- (e) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), and all proceeds and products of the above;
- (f) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Borrower of any petition for relief under any Creditors Rights Laws (collectively, the "Leases") and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties

(including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrower or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Borrower or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Borrower of any petition for relief under any Creditors Rights Laws (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

power and commenced to the control process of the control process of the many and and the process of the proces

- (g) <u>Insurance Proceeds</u>. All insurance proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (collectively, the "Insurance Proceeds");
- (h) <u>Condemnation Awards</u>. All condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property (collectively, the "Awards");
- (i) <u>Tax Certiorari</u>. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;
- (j) <u>Rights</u>. The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;
- (k) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder;
- (l) <u>Intangibles</u>. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

- (m) Accounts. All reserves, escrows and deposit accounts maintained by Borrower with respect to the Property, including without limitation, the Accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof (collectively, the "Accounts");
- (n) <u>Proceeds</u>. All proceeds of any of the foregoing items set forth in subsections (a) through (o) including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims; and
- (o) Other Rights. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (p) above.
- Section 1.2. <u>Assignment of Rents</u>. Borrower hereby absolutely and unconditionally assigns to Lender all of Borrower's right, title and interest in and to all current and future Leases and Rents; it being intended by Borrower that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of the Loan Agreement and Section 8.1(h) of this Security Instrument, Lender grants to Borrower a revocable license to (i) collect, receive, use and enjoy the Rents and Borrower shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Debt, for use in the payment of such sums, and (ii) enforce the terms of the Leases.
- Section 1.3. Security Agreement. This Security Instrument is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Property. By executing and delivering this Security Instrument, Borrower hereby grants to Lender, as security for the Obligations (hereinafter defined), a security interest in the Personal Property to the full extent that the Personal Property may be subject to the Uniform Commercial Code. Notwithstanding any release of any or all of that property included in the Property which is deemed "real property" or any proceedings to foreclose this Security Instrument or its satisfaction of record, the terms hereof shall survive as a security agreement with respect to the security interest created hereby and referred to above until the repayment or satisfaction in full of the Debt. In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of the Property, this Security Instrument shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority.
- Section 1.4. FIXTURE FILING. Certain of the Property is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Land, and this Security Instrument, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures.
- Section 1.5. <u>CONDITIONS TO GRANT</u>. TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Lender and its successors and assigns, forever; PROVIDED, HOWEVER, these presents are upon the express condition that, if Lender

shall be well and truly paid the Debt at the time and in the manner provided in the Note, the Loan Agreement and this Security Instrument, if Borrower shall well and truly perform the Other Obligations as set forth in this Security Instrument and shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Note, the Loan Agreement and the other Loan Documents, these presents and the estate hereby granted shall cease, terminate and be void.

and mideran so sal the accuracy for the stall labores instead bear a sessional bears as a survey to be a sevention

### Article 2 - DEBT AND OBLIGATIONS SECURED

- Section 2.1. DEBT. This Security Instrument and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the Debt.
- Section 2.2. OTHER OBLIGATIONS. This Security Instrument and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing the performance of the following (the "Other Obligations"): (a) all other obligations of Borrower contained herein; (b) each obligation of Borrower contained in the Loan Agreement and any other Loan Document; and (c) each obligation of Borrower contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, the Loan Agreement or any other Loan Document.
- Section 2.3. <u>Debt and Other Obligations</u>. Borrower's obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively herein as the "Obligations."
- Section 2.4. PAYMENT OF DEBT. Borrower will pay the Debt at the time and in the manner provided in the Loan Agreement, the Note and this Security Instrument.
- Section 2.5. <u>INCORPORATION BY REFERENCE</u>. All the covenants, conditions and agreements contained in (a) the Loan Agreement, (b) the Note and (c) all and any of the other Loan Documents, are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein.

### Article 3 - PROPERTY COVENANTS

Borrower covenants and agrees that:

- Section 3.1. <u>Insurance</u>. Borrower shall obtain and maintain, or cause to be obtained and maintained, in full force and effect at all times insurance with respect to Borrower and the Property as required pursuant to the Loan Agreement.
- Section 3.2. Taxes and Other Charges. Borrower shall pay all real estate and personal property taxes, assessments, water rates or sewer rents (collectively "Taxes"), ground rents, maintenance charges, impositions (other than Taxes), and any other charges, including, without limitation, vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Property (collectively, "Other Charges"), now or hereafter levied or assessed or imposed against the Property or any part thereof in accordance with the Loan Agreement.

Section 3.3. Leases. Borrower shall not (and shall not permit any other applicable Person to) enter in any Leases for all or any portion of the Property unless in accordance with the provisions of the Loan Agreement.

Commence setting to the more recording at the contract of section of the contract of the section 
Section 3.4. Warranty of Title. Borrower has good, indefeasible, marketable and insurable title to the Property and has the right to mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey the same. Borrower possesses an unencumbered fee simple absolute estate in the Land and the Improvements except for the Permitted Encumbrances, such other liens as are permitted pursuant to the Loan Documents and the liens created by the Loan Documents. This Security Instrument, when properly recorded in the appropriate records, together with any Uniform Commercial Code financing statements required to be filed in connection therewith, will create (a) a valid, perfected first priority lien on the Property, subject only to Permitted Encumbrances and the liens created by the Loan Documents and (b) perfected security interests in and to, and perfected collateral assignments of, all personalty (including the Leases), all in accordance with the terms thereof, in each case subject only to any applicable Permitted Encumbrances, such other liens as are permitted pursuant to the Loan Documents and the liens created by the Loan Documents. Borrower shall forever warrant, defend and preserve the title and the validity and priority of the lien of this Security Instrument and shall forever warrant and defend the same to Lender against the claims of all Persons whomsoever.

### Article 4 - FURTHER ASSURANCES

Section 4.1. <u>Compliance with Loan Agreement</u>. Borrower shall comply with all covenants set forth in the Loan Agreement relating to acts or other further assurances to be made on the part of Borrower in order to protect and perfect the lien or security interest hereof upon, and in the interest of Lender in, the Property.

Section 4.2. <u>Authorization to File Financing Statements; Power of Attorney.</u> Borrower hereby authorizes Lender at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements as authorized by applicable law, as applicable to all or part of the Personal Property and as necessary or required in connection herewith. For purposes of such filings, Borrower agrees to furnish any information requested by Lender promptly upon request by Lender. Borrower also ratifies its authorization for Lender to have filed any like initial financing statements, amendments thereto or continuation statements, if filed prior to the date of this Security Instrument. Borrower hereby irrevocably constitutes and appoints Lender and any officer or agent of Lender, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Borrower's name and such documents and otherwise to carry out the purposes of this Section 4.2, to the extent that Borrower's authorization above is not sufficient and Borrower fails or refuses to promptly execute such documents. To the extent permitted by law, Borrower hereby ratifies all acts said attorneys-infact have lawfully done in the past or shall lawfully do or cause to be done in the future by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

### Article 5 - DUE ON SALE/ENCUMBRANCE

was the makes a comment from a comment to which we see sold but and a comment seems and example and assume.

Section 5.1. No Sale/Encumbrance. Except in accordance with the express terms and conditions contained in the Loan Agreement, Borrower shall not cause or permit a sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, or grant of any options with respect to, or any other transfer or disposition (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) of a legal or beneficial interest in the Property or any part thereof, Borrower, any constituent owner or other holder of a direct or indirect equity interest in Borrower, any indemnitor or other guarantor of the Loan, any constituent owner or other holder of a direct or indirect equity interest in such indemnitor or guarantor, any manager or operating lessee of the Property that is affiliated with Borrower or any constituent owner or other holder of a direct or indirect equity interest in such manager or such operating lessee.

### Article 6 - PREPAYMENT; RELEASE OF PROPERTY

- Section 6.1. PREPAYMENT. The Debt may not be prepaid in whole or in part except in strict accordance with the express terms and conditions of the Note and the Loan Agreement.
- Section 6.2. RELEASE OF PROPERTY. Borrower shall not be entitled to a release of any portion of the Property from the lien of this Security Instrument except in accordance with terms and conditions of the Loan Agreement.

### Article 7 - DEFAULT

Section 7.1. EVENT OF DEFAULT. The term "Event of Default" as used in this Security Instrument shall have the meaning assigned to such term in the Loan Agreement.

# Article 8 - Rights And Remedies Upon Default

- Section 8.1. Remedies. Upon the occurrence and during the continuance of any Event of Default, Borrower agrees that Lender may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Borrower and in and to the Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender:
  - (a) declare the entire unpaid Debt to be immediately due and payable;
- (b) institute proceedings, judicial or otherwise, for the complete foreclosure of this Security Instrument under any applicable provision of law, in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;
- (c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Security Instrument for the portion of the Debt then due and payable, subject to the continuing lien and

security interest of this Security Instrument for the balance of the Debt not then due, unimpaired and without loss of priority;

- (d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Borrower therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;
- (e) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note, the Loan Agreement or in the other Loan Documents;
- (f) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Security Instrument or the other Loan Documents;
- (g) seek and obtain the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Borrower, any guarantor or indemnitor under the Loan or any other Person liable for the payment of the Debt;
- the license granted to Borrower under Section 1.2 hereof shall automatically be revoked and Lender may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Borrower and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Borrower agrees to surrender possession of the Property and of such books, records and accounts to Lender upon demand, and thereupon Lender may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Lender deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Borrower with respect to the Property, whether in the name of Borrower or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof; (v) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Borrower; (vi) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment of the Debt, in such order, priority and proportions as Lender shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other Charges, insurance and other expenses in connection with the Property, as well as just and reasonable compensation for the services of Lender, its counsel, agents and employees;
- (i) apply any sums then deposited or held in escrow or otherwise by or on behalf of Lender in accordance with the terms of the Loan Agreement, this Security Instrument or any

other Loan Document and/or the Accounts to the payment of the following items in any order in its sole discretion: (i) Taxes and Other Charges; (ii) insurance premiums; (iii) interest on the unpaid principal balance of the Debt; (iv) amortization of the unpaid principal balance of the Debt; (v) all other sums payable pursuant to the Note, the Loan Agreement, this Security Instrument and the other Loan Documents, including without limitation advances made by Lender pursuant to the terms of this Security Instrument;

set remarks because the court for men is an entire form the court forms of the men of the media in the court indications.

- (j) surrender the insurance policies maintained pursuant to the Loan Agreement, collect the unearned insurance premiums for such insurance policies and apply such sums as a credit on the Debt in such priority and proportion as Lender in its discretion shall deem proper, and in connection therewith, Borrower hereby appoints Lender as agent and attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for Borrower to collect such insurance premiums;
- (k) apply the undisbursed balance of any deposit made by Borrower with Lender in connection with the restoration of the Property after a casualty thereto or condemnation thereof, together with interest thereon, to the payment of the Debt in such order, priority and proportions as Lender shall deem to be appropriate in its discretion;
- Exercise any or all of the remedies of a secured party under the Uniform Commercial Code against the Personal Property, either separately or together, and in any order, without in any way affecting the availability of Lender's other remedies, including, without limiting the generality of the foregoing: (i) the right to take possession of the Personal Property or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Personal Property, and (ii) request Borrower at its expense to assemble the Personal Property and make it available to Lender at a convenient place acceptable to Lender. Furthermore, to the extent permitted by law, in conjunction with, in addition to or in substitution for the rights and remedies available to Lender pursuant to any applicable Uniform Commercial Code: (1) in the event of a foreclosure sale with respect to the portions of the Property which are not Personal Property, the Property (including the Personal Property) may, at the option of Lender, be sold as a whole or in parts, as determined by Lender in its sole discretion; and (2) it shall not be necessary that (x) Lender take possession of the Personal Property, or any part thereof, prior to the time that any sale pursuant to the provisions of this Section is conducted, or (y) the Personal Property, or any part thereof, be present at the location of such sale; and (3) Lender may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Lender, including the sending of notices and the conduct of the sale, but in the name and on behalf of Lender. Any notice of sale, disposition or other intended action by Lender with respect to the Personal Property sent to Borrower in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute commercially reasonable notice to Borrower. Borrower shall reimburse Lender, on demand, for all reasonable expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling, leasing or otherwise using or disposing of the Personal Property which are incurred or paid by Lender, including, without limitation, all attorneys' fees, legal expenses and costs, and all such expenses shall be added to Borrower's obligations to Lender and shall be secured hereby:

(m) to the extent permitted by law, this Security Instrument may be foreclosed by Lender at its option, pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes or any successor thereof; and/or

and the second second second and because the residual and the con-

was in property of a second of the

(n) pursue any and all other remedies as Lender may have under the other Loan Documents and/or under applicable law or in equity.

In the event of a sale, by foreclosure or otherwise, of less than all of Property, this Security Instrument shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority. Notwithstanding the provisions of this Section to the contrary, if any Event of Default as described in Section 10.1(f) of the Loan Agreement shall occur with respect to Borrower or any SPE Component Entity, the entire unpaid Debt shall be automatically due and payable, without any further notice, demand or other action by Lender.

- Section 8.2. <u>APPLICATION OF PROCEEDS</u>. Upon the occurrence and during the continuance of any Event of Default, the purchase money, proceeds and avails of any disposition of the Property (or any part thereof) and any other sums collected by Lender pursuant to the Note, this Security Instrument or the other Loan Documents may, in each case, be applied by Lender to the payment of the Debt in such order, priority and proportions as Lender in its sole discretion shall determine.
- Upon the occurrence and during the Section 8.3. RIGHT TO CURE DEFAULTS. continuance of any Event of Default, Lender may, but without any obligation to do so and without notice to or demand on Borrower and without releasing Borrower from any obligation hereunder, make any payment or do any act required of Borrower hereunder in such manner and to such extent as Lender may deem necessary to protect the security hereof. Lender is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Security Instrument or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section 8.3, shall constitute a portion of the Debt and shall be due and payable to Lender upon demand. All such costs and expenses incurred by Lender in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding shall bear interest at any default rate specified in the Loan Agreement, if any (the "Default Rate"), for the period after notice from Lender that such cost or expense was incurred to the date of payment to Lender. All such costs and expenses incurred by Lender together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and be secured by this Security Instrument and the other Loan Documents and shall be immediately due and payable upon demand by Lender therefor.
- Section 8.4. <u>ACTIONS AND PROCEEDINGS</u>. Lender has the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or proceeding, in the name and on behalf of Borrower, which Lender, in its discretion, decides should be brought to protect its interest in the Property.
- Section 8.5. RECOVERY OF SUMS REQUIRED TO BE PAID. Lender shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt

as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Lender thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Borrower existing at the time such earlier action was commenced.

- Section 8.6. Other RIGHTS, ETC. (a) The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Security Instrument. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (i) the failure of Lender to comply with any request of Borrower or any guarantor or indemnitor with respect to the Loan to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any Person liable for the Debt or any portion thereof, or (iii) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Security Instrument or the other Loan Documents.(b) It is agreed that the risk of loss or damage to the Property is on Borrower, and Lender shall have no liability whatsoever for decline in the value of the Property, for failure to maintain the insurance policies required to be maintained pursuant to the Loan Agreement, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Lender shall not be deemed an election of judicial relief if any such possession is requested or obtained with respect to any Property or collateral not in Lender's possession.
- Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to foreclose this Security Instrument. The rights of Lender under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Lender shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.
- Section 8.7. RIGHT TO RELEASE ANY PORTION OF THE PROPERTY. Lender may release any portion of the Property for such consideration as Lender may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Lender for such release, and may accept by assignment, pledge or otherwise any other property in place thereof as Lender may require without being accountable for so doing to any other lienholder. This Security Instrument shall continue as a lien and security interest in the remaining portion of the Property.
- **Section 8.8.** <u>RIGHT OF ENTRY</u>. Upon reasonable notice to Borrower, Lender and its agents shall have the right to enter and inspect the Property at all reasonable times.
- Section 8.9. Bankruptcy. (a) Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right to proceed in its own name or in the name of

Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

were and second or one or contain become remarkable of morning to receive the of Magnetic material

Section 8.10. Subrogation. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Lender shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Lender and are merged with the lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of the Other Obligations.

### Article 9 - Environmental Hazards

Section 9.1. <u>Environmental Covenants</u>. Borrower has provided representations, warranties and covenants regarding environmental matters set forth in the Environmental Indemnity and Borrower shall comply with the aforesaid covenants regarding environmental matters.

#### Article 10 - WAIVERS

Section 10.1. MARSHALLING AND OTHER MATTERS. Borrower hereby waives, to the extent permitted by law, the benefit of all Legal Requirements now or hereafter in force regarding appraisement, valuation, stay, extension, reinstatement and redemption and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Borrower hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Security Instrument on behalf of Borrower, and on behalf of each and every Person acquiring any interest in or title to the Property subsequent to the date of this Security Instrument and on behalf of all Persons to the extent permitted by Legal Requirements.

Section 10.2. WAIVER OF NOTICE. Borrower shall not be entitled to any notices of any nature whatsoever from Lender except with respect to matters for which this Security Instrument

or the Loan Agreement specifically and expressly provides for the giving of notice by Lender to Borrower and except with respect to matters for which Borrower is not permitted by Legal Requirements to waive its right to receive notice, and Borrower hereby expressly waives the right to receive any notice from Lender with respect to any matter for which this Security Instrument does not specifically and expressly provide for the giving of notice by Lender to Borrower.

con a resource of Salari man a norther to the man included a minimizer and an event of comment of Salari contra a contract.

#### Section 10.3. INTENTIONALLY OMITTED.

Section 10.4. Sole Discretion of Lender. Whenever pursuant to this Security Instrument, Lender exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Lender, the decision of Lender to approve or disapprove or to decide whether arrangements or terms are satisfactory or not satisfactory shall (except as is otherwise specifically herein provided) be in the sole (but reasonable) discretion of Lender and shall be final and conclusive.

Section 10.5. Waiver of Trial by Jury. Borrower and Lender Each Hereby agrees not to elect a trial by Jury of any issue triable of right by Jury, and waives any right to trial by Jury fully to the extent that any such right shall now or hereafter exist with regard to the loan documents, or any claim, counterclaim or other action arising in connection therewith. This waiver of right to trial by Jury is given knowingly and voluntarily by borrower and lender, and is intended to encompass individually each instance and each issue as to which the right to a trial by Jury would otherwise accrue. Each of lender and borrower is hereby authorized to file a copy of this paragraph in any proceeding as conclusive evidence of this waiver by borrower and lender.

Section 10.6. WAIVER OF FORECLOSURE DEFENSE. Borrower hereby waives any defense Borrower might assert or have by reason of Lender's failure to make any tenant or lessee of the Property a party defendant in any foreclosure proceeding or action instituted by Lender.

#### Article 11 - Intentionally Omitted

#### Article 12 - NOTICES

Section 12.1. <u>NOTICES</u>. All notices or other written communications hereunder shall be delivered in accordance with the applicable terms and conditions of the Loan Agreement.

#### Article 13 - APPLICABLE LAW

Section 13.1. <u>Governing Law</u>. The governing law and related provisions contained in Section 17.2 of the Loan Agreement are hereby incorporated by reference as if fully set forth herein.

Section 13.2. PROVISIONS SUBJECT TO APPLICABLE LAW. All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Security Instrument or any application thereof shall be invalid or unenforceable, the remainder of this Security Instrument and any other application of the term shall not be affected thereby.

section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the section of the sectio

#### Article 14 - DEFINITIONS

Section 14.1. General Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "Lender" shall mean "Lender and any of Lender's successors and assigns," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by this Security Instrument," the word "Property" shall include any portion of the Property and any interest therein, and the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder.

### Article 15 - MISCELLANEOUS PROVISIONS

- Section 15.1. <u>NO ORAL CHANGE</u>. This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower, Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.
- Section 15.2. <u>Successors and Assigns</u>. This Security Instrument shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.
- Section 15.3. <u>INAPPLICABLE PROVISIONS</u>. If any term, covenant or condition of the Loan Agreement, the Note or this Security Instrument is held to be invalid, illegal or unenforceable in any respect, the Loan Agreement, the Note and this Security Instrument shall be construed without such provision.
- Section 15.4. <u>Headings</u>, <u>ETC</u>. The headings and captions of various Sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.
- Section 15.5. <u>NUMBER AND GENDER</u>. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 15.6. Entire Agreement. This Security Instrument and the other Loan Documents contain the entire agreement of the parties hereto and thereto in respect of the transactions contemplated hereby and thereby, and all prior agreements among or between such parties, whether oral or written, are superseded by the terms of this Security Instrument and the other Loan Documents.

are a small however, assessment framework may resemble some or a

Section 15.7. <u>LIMITATION ON LENDER'S RESPONSIBILITY</u>. No provision of this Security Instrument shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession."

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, this Security Instrument has been executed by the undersigned as of the day and year first above written.

### BORROWER:

RACINE SHOPPING CENTRE, LLC, a Wisconsin limited liability company

By: Racine Marketplace, Inc., a Wisconsin corporation, its managing member

Name: Gilberto Cabral C Title: Vice-fresida.

(CORPORATE SEAL)

STATE OF WISCONSIN	)
~./ /	) ss.
COUNTY OF Mikrakee	)
The foregoing instrument w	as acknowledged before me, a Notary Public in and for said of June, 2014, by: Gilberto Cabral, the bice beautof
County and State, this // day	of June, 2014, by: Gilberto Cabrai, the

Racine Marketplace, Inc., a Wisconsin corporation, the managing member of RACINE SHOPPING CENTRE, LLC, a Wisconsin limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed same in his

authorized capacity as Vice Post Lof said corporation.

Notary Public, State of Wisconsin

My Commission:

ATLANTA 5555880.3

#### **EXHIBIT A**

and the second of the control of the

#### LEGAL DESCRIPTION

Parcel I:

The East 30 feet of Parcel 1 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 of a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-154-005

Address: 5201 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel II:

Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 In Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 and a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East, Excepting Therefrom the following: Commence at the North West corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°7'30" East parallel with the West line of Parcel 1. 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning, Also Excepting Therefrom: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2, 30.05 feet to the North East corner of Lot 1, Block 4, Highland Village No, 2, a recorded subdivision, said point being the place of beginning of the lands to be described; thence continuing North 89°10'36" West along said South line, 629.11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North 2°57'24" East along the West line of said Lot 3 extended, 28.00 feet to a point; thence South 89°10'36" East, and parallel to the South line of said Parcel 2, 626.63 feet to a point on the East line of Lot 1, Block 4, Highland Village No. 2, extended; thence South 2°07'30" East along said East line extended, 28.02 feet to the place of beginning. Said land being in the City of Racine, County of Racine, and State of Wisconsin.

Tax Key No. 13132-102

Address: 5201 Washington Avenue, Racine, WI 53406

Tax Key No. 13132-95

Address: 1308 Ostergaard Avenue, Racine, WI 53406

#### Parcel III:

All that part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East 1/4;

thence North 89°10'36" West along the North line of said South East 1/4, 2150.57 feet; thence South 02°07'30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 02°07'30" East, 327.40 feet; thence North 89°10'36" West and parallel to said North line, 157.34 feet; thence North 00°49'24" East 74.14 feet; thence North 89°10'36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 00°49'24" East, along the centerline of said party wall, 145.18 feet; thence South 89°10'36" East, 0.50 feet; thence North 00°49'24" East, 10.07 feet; thence North 89°10'36" West, 4.59 feet; thence North 00°49'24" East, 52.05 feet; thence North 89°10'36" West, 2.44 feet; thence North 00°49'24" East, 35.53 feet; thence South 89°10'36" East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

and historia a national distribution and still bearings to an and bearing in this all and a national ration questions are

Tax Key No. 51-151-03-22-13-171-000 Address: 5409 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel IV:

Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 1236796 and 892282.

Assignment of Mortgage and Security Agreement

Document #: 2397050

Date: 12-26-2014 Time: 11:44:00 AM Pages: 6 Fee: \$30.00 County: RACINE State: WI Requesting Party: Anderson, McCoy & Orta Register of Deeds: TYSON FETTES RACINE COUNTY REGISTER OF DEEDS

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

#### RETURN DOCUMENTS TO:

Vanessa A. Orta Anderson, McCoy & Orta, P.C. 100 N. Broadway Ave., Suite 2600 Oklahoma City, OK 73102 Telephone: (888)236-0007 AMO No. 4307.009

Parcel ID No.: 51-151-03-22-13-154-005 276-00-00-13132-102 276-00-00-13132-95 51-151-03-22-13-171-000

This Instrument was prepared by:

Vanessa A. Orta Anderson, McCoy & Orta, P.C. 100 N. Broadway Ave. Suite 2600 Oklahoma City, OK. 73102 Racine Center 5201-5409 Washington Avenue Mount Pleasant, Wisconsin

# ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

RAIT FUNDING, LLC, a Delaware limited liability company (Assignor)

to

RAIT CMBS CONDUIT II, LLC, a Delaware limited liability company (Assignee)

Effective as of October 22, 2014

County of Racine State of Wisconsin

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO: ANDERSON, McCOY & ORTA, P.C. 100 North Broadway, Suite 2600 Oklahoma City, Oklahoma 73102 Telephone: 888-236-0007

### ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

As of the 22nd day of October, 2014, RAIT FUNDING, LLC, a Delaware limited liability company, having an address at c/o RAIT Financial Trust, Cira Centre, 2929 Arch St., 17th Floor, Philadelphia, PA 19104, ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to RAIT CMBS CONDUIT II, LLC, a Delaware limited liability company, having an address at c/o RAIT Financial Trust, Cira Centre, 2929 Arch St., 17th Floor, Philadelphia, PA 19104, ("Assignee"), its successors, participants and assigns, without recourse or warranty, all right, title and interest of Assignor in and to that certain:

MORTGAGE AND SECURITY AGREEMENT made by RACINE SHOPPING CENTRE, LLC, a Wisconsin limited liability company to Assignor dated as of July 17, 2014 and recorded on July 18, 2014, as Document Number 2385721 in the Recorder's Office of Racine County, Wisconsin (as the same has heretofore been amended, modified, restated, supplemented, renewed or extended), securing payment of note(s) of even date therewith, in the original principal amount of \$7,100,000.00, and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

Together with any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

Reference No.: 4307.009 Matter Name: Racine Center Pool: JPMBB 2014-C24 IN WITNESS WHEREOF, Assignor has caused this instrument to be executed this day of November, 2014.

RAIT FUNDING, LLC, a Delaware limited liability company, its sole Member

By: Taberna Realty Finance Trust, a

Maryland real estate investment trust, its
sole Member

Ву:

Name: James Sebra
Title: Chief Financial Officer

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

8 8 8

On the day of November, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Sebes personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as of Taberna Realty Finance Trust, a Maryland real estate investment trust, as sole member of RAIT Funding, LLC, a Delaware limited liability company, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: 🚩

My Commission Expires:

Reference No.: 4307.009 Matter Name: Racine Center Pool: JPMBB 2014-C24 COMMONWEALTH OF COMMONWEALTH O

#### EXHIBIT A

### LEGAL DESCRIPTION

Parcel I:

The East 30 feet of Parcel 1 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 of a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East, Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-154-005 Address: 5201 Washington Avenue, Mt. Pleasant, WI 53406

Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 In Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 and a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East, Excepting Therefrom the following: Commence at the North West corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°7'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning, Also Excepting Therefrom: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2, 30.05 feet to the North East corner of Lot 1, Block 4, Highland Village No. 2, a recorded subdivision, said point being the place of beginning of the lands to be described; thence continuing North 89°10'36" West along said South line, 629.11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North 2°57'24" East along the West line of said Lot 3 extended, 28.00 feet to a point; thence South 89°10'36" Bast, and parallel to the South line of said Parcel 2, 626.63 feet to a point on the Bast line of Lot 1, Block 4, Highland Village No. 2, extended; thence South 2°07'30" Bast along said East line extended, 28.02 feet to the place of beginning. Said land being in the City of Racine, County of Racine, and State of Wisconsin.

Tax Key No. 13132-102

Address: 5201 Washington Avenue, Racine, WI 53406

Tax Key No. 13132-95

Address: 1308 Ostergaard Avenue, Racine, WI 53406

Parcel III:

All that part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East 1/4;

Reference No.: 4307.009 Matter Name: Racine Center Pool: JPMBB 2014-C24

thence North 89°10'36" West along the North line of said South East 1/4, 2150.57 feet; thence South 02°07'30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 02°07'30" East, 327.40 feet; thence North 89°10'36" West and parallel to said North line, 157.34 feet; thence North 00°49'24" East 74.14 feet; thence North 89°10'36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 00°49'24" East, along the centerline of said party wall, 145.18 feet; thence South 89°10'36" East, 0.50 feet; thence North 00°49'24" East, 10.07 feet; thence North 89°10'36" West, 4.59 feet; thence North 00°49'24" East, 62.05 feet; thence North 89°10'36" West, 2.44 feet; thence North 00°49'24" East, 35.53 feet; thence South 89°10'36" East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-171-000 Address: 5409 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel IV:

Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 1236796 and 892282.

Reference No.: 4307.009 Matter Name: Racine Center Pool: JPMBB 2014-C24 Assignment of Mortgage and Security Agreement

Document #: 2397052

Date: 12-26-2014 Time: 11:44:00 AM Pages: 6 Fee: \$30.00 County: RACINE State: WI Requesting Party: Anderson, McCoy & Orta Register of Deeds: TYSON FETTES RACINE COUNTY REGISTER OF DEEDS

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

#### RETURN DOCUMENTS TO:

Vanessa A. Orta Anderson, McCoy & Orta, P.C. 100 N. Broadway Ave., Suite 2600 Oklahoma City, OK 73102 Telephone: (888)236-0007 AMO No. 4307.009

Parcel ID No.: 51-151-03-22-13-154-005 276-00-00-13132-102 276-00-00-13132-95 51-151-03-22-13-171-000

This Instrument was prepared by:

Vanessa A. Orta Anderson, McCoy & Orta, P.C. 100 N. Broadway Ave. Suite 2600 Oklahoma City, OK. 73102 Racine Center 5201-5409 Washington Avenue Mount Pleasant, Wisconsin

### ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

RAIT CMBS CONDUIT II, LLC, a Delaware limited liability company (Assignor)

to

RAIT FUNDING, LLC, a Delaware limited liability company (Assignee)

Effective as of October 22, 2014

County of Racine State of Wisconsin

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:
ANDERSON, McCOY & ORTA, P.C.
100 North Broadway, Suite 2600
Oklahoma City, Oklahoma 73102
Telephone: 888-236-0007

# ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

As of the 22nd day of October, 2014, RAIT CMBS CONDUIT II, LLC, a Delaware limited liability company, having an address at c/o RAIT Financial Trust, Cira Centre, 2929 Arch St., 17th Floor, Philadelphia, PA 19104, ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to RAIT FUNDING, LLC, a Delaware limited liability company, having an address at c/o RAIT Financial Trust, Cira Centre, 2929 Arch St., 17th Floor, Philadelphia, PA 19104, ("Assignee"), its successors, participants and assigns, without recourse or warranty, all right, title and interest of Assignor in and to that certain:

MORTGAGE AND SECURITY AGREEMENT made by RACINE SHOPPING CENTRE, LLC, a Wisconsin limited liability company to RAIT FUNDING, LLC, a Delaware limited liability company dated as of July 17, 2014 and recorded on July 18, 2014, as Document Number 2385721 in the Recorder's Office of Racine County, Wisconsin (as the same has heretofore been amended, modified, restated, supplemented, renewed or extended), securing payment of note(s) of even date therewith, in the original principal amount of \$7,100,000.00, and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof;

foregoing instrument(s) assigned to RAIT CMBS CONDUIT II, LLC, a Delaware limited liability company by Assignment instrument(s) being recorded simultaneously herewith, in the Recorder's Office.

Together with any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

Reference No.: 4307.009 Matter Name: Racine Center Pool: JPMBB 2014-C24

RAIT CMBS CONDUIT II, LLC, a Delaware limited liability company

By: RAIT FUNDING, LLC, a Delaware limited liability company, its sole Member

By: Taberna Realty Finance Trust, a Maryland real estate investment trust, its sole Member

By: James Sebra
Title: Olief Financial Officer

STATE OF PENNSYLVANIA

8

COUNTY OF PHILADELPHIA

ADELPHIA

On the day of November, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared some specific personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as of Taberna Realty Finance Trust, a Maryland real estate investment trust, as sole member of RAIT Funding, LLC, a Delaware limited liability company, as sole member of RAIT CMBS CONDUIT II, LLC, a Delaware limited liability company, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature:

Notary Public

My Commission Expires:

Reference No.: 4307.009 Matter Name: Racine Center Pool: JPMBB 2014-C24 COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL RENEE D FOSTER Notary Public| PHILADELPHIA CITY, PHILADELPH'A CNTY My Commission Expires √an 20, 2018

#### **EXHIBIT A**

#### LEGAL DESCRIPTION

Parcel I:

The East 30 feet of Parcel 1 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 of a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-154-005 Address: 5201 Washington Avenue, Mt. Pleasant, WI 53406

Parcel II:

Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 In Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 and a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East, Excepting Therefrom the following: Commence at the North West corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°7'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning, Also Excepting Therefrom: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2, 30.05 feet to the North Bast corner of Lot 1. Block 4, Highland Village No, 2, a recorded subdivision, said point being the place of beginning of the lands to be described; thence continuing North 89°10'36" West along said South line, 629.11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North 2°57'24" East along the West line of said Lot 3 extended, 28.00 feet to a point; thence South 89°10'36" Bast, and parallel to the South line of said Parcel 2, 626.63 feet to a point on the East line of Lot 1, Block 4, Highland Village No. 2, extended; thence South 2°07'30" East along said East line extended, 28,02 feet to the place of beginning. Said land being in the City of Racine, County of Racine, and State of Wisconsin.

Tax Key No. 13132-102

Address: 5201 Washington Avenue, Racine, WI 53406

Tax Key No. 13132-95

Address: 1308 Ostergaard Avenue, Racine, WI 53406

Parcel III:

All that part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East 1/4;

thence North 89°10'36" West along fine North line of said South East 1/4, 2150.57 feet; thence South 02°07'30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 02°07'30" East, 327.40 feet; thence North 89°10'36" West and parallel to said North line, 157.34 feet; thence North 00°49'24" East 74.14 feet; thence North 89°10'36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 00°49'24" East, along the centerline of said party wall, 145.18 feet; thence South 89°10'36" East, 0.50 feet; thence North 00°49'24" East, 10.07 feet; thence North 89°10'36" West, 4.59 feet; thence North 00°49'24" East, 62.05 feet; thence North 89°10'36" West, 2.44 feet; thence North 00°49'24" East, 35.53 feet; thence South 89°10'36" East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-171-000

Address: 5409 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel IV:

Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 1236796 and 892282.

Assignment of Mortgage and Security Agreement

Document #: 2397054

Date: 12-26-2014 Time: 11:44:00 AM Pages: 6 Fee: \$30.00 County: RACINE State: WI Requesting Party: Anderson, McCoy & Orta Register of Deeds: TYSON FETTES RACINE COUNTY REGISTER OF DEEDS

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

#### RETURN DOCUMENTS TO:

Vanessa A. Orta Anderson, McCoy & Orta, P.C. 100 N. Broadway Ave., Suite 2600 Oklahoma City, OK 73102 Telephone: (888)236-0007 AMO No. 4307.009

Parcel ID No.: 51-151-03-22-13-154-005 276-00-00-13132-102 276-00-00-13132-95 51-151-03-22-13-171-000

This Instrument was prepared by:

Vanessa A. Orta Anderson, McCoy & Orta, P.C. 100 N. Broadway Ave. Suite 2600 Oklahoma City, OK. 73102 Racine Center 5201-5409 Washington Avenue Mount Pleasant, Wisconsin

## ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

RAIT FUNDING, LLC, a Delaware limited liability company (Assignor)

to

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-C24 (Assignee)

Effective as of October 22, 2014

County of Racine State of Wisconsin

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:
ANDERSON, McCOY & ORTA, P.C.
100 North Broadway, Suite 2600
Oklahoma City, Oklahoma 73102
Telephone: 888-236-0007

# ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

As of the 22nd day of October, 2014, RAIT FUNDING, LLC, a Delaware limited liability company, having an address at c/o RAIT Financial Trust, Cira Centre, 2929 Arch St., 17th Floor, Philadelphia, PA 19104, ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-C24, having an address at 1100 North Market Street, Wilmington, DE 19890, ("Assignee"), its successors, participants and assigns, without recourse or warranty, all right, title and interest of Assignor in and to that certain:

MORTGAGE AND SECURITY AGREEMENT made by RACINE SHOPPING CENTRE, LLC, a Wisconsin limited liability company to Assignor dated as of July 17, 2014 and recorded on July 18, 2014, as Document Number 2385721 in the Recorder's Office of Racine County, Wisconsin (as the same has heretofore been amended, modified, restated, supplemented, renewed or extended), securing payment of note(s) of even date therewith, in the original principal amount of \$7,100,000.00, and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof;

foregoing instrument(s) assigned to RAIT CMBS CONDUIT II, LLC, a Delaware limited liability company by Assignment instrument(s) being recorded simultaneously herewith, in the Recorder's Office;

foregoing instrument(s) assigned to Assignor by Assignment instrument(s) being recorded simultaneously herewith, in the Recorder's Office.

Together with any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed this day of November, 2014.

RAIT FUNDING, LLC, a Delaware limited liability company, its sole Member

By: Taberna Realty Finance Trust, a

Maryland real estate investment trust, its
sole Member

Ву:

Name: James Sebra
Title: Ohief Financial Officer

STATE OF PENNSYLVANIA

\$ 60 60

COUNTY OF PHILADELPHIA

On the day of November, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared School personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as of Taberna Realty Finance Trust, a Maryland real estate investment trust, as sole member of RAIT Funding, LLC, a Delaware limited liability company, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature:

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL RENEE D FOSTER Notary Public PHILADELPHIA CITY, PHILADELPH'A CNTY My Commission Expires Jan 20, 2018

#### EXHIBIT A

#### LEGAL DESCRIPTION

Parcel I:

The East 30 feet of Parcel 1 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 of a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant. County of Racine. State of Wisconsin.

Tax Key No. 51-151-03-22-13-154-005

Address: 5201 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel II:

Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 In Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 and a part of the North East 1/4 of the South West 1/4 of Section 13. Township 3 North, Range 22 East, Excepting Therefrom the following: Commence at the North West corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°7'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning, Also Excepting Therefrom: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2, 30.05 feet to the North East corner of Lot 1, Block 4, Highland Village No, 2, a recorded subdivision, said point being the place of beginning of the lands to be described; thence continuing North 89°10'36" West along said South line, 629,11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North 2°57'24" East along the West line of said Lot 3 extended, 28.00 feet to a point; thence South 89°10'36" East, and parallel to the South line of said Parcel 2, 626.63 feet to a point on the East line of Lot 1, Block 4, Highland Village No. 2, extended; thence South 2°07'30" East along said East line extended, 28,02 feet to the place of beginning. Said land being in the City of Racine, County of Racine, and State of Wisconsin.

Tax Key No. 13132-102

Address: 5201 Washington Avenue, Racine, WI 53406

Tax Key No. 13132-95

Address: 1308 Ostergaard Avenue, Racine, WI 53406

Parcel III:

All that part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East 1/4;

thence North 89°10'36" West along the North line of said South East 1/4, 2150.57 feet; thence South 02°07'30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 02°07'30" East, 327.40 feet; thence North 89°10'36" West and parallel to said North line, 157.34 feet; thence North 00°49'24" East 74.14 feet; thence North 89°10'36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 00°49'24" East, along the centerline of said party wall, 145.18 feet; thence South 89°10'36" East, 0.50 feet; thence North 00°49'24" East, 10.07 feet; thence North 89°10'36" West, 4.59 feet; thence North 00°49'24" East, 10.07 feet; thence North 89°10'36" West, 2.44 feet; thence North 00°49'24" East, 35.53 feet; thence South 89°10'36" East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-171-000 Address: 5409 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel IV:

Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 1236796 and 892282.

Document #: 2385722

Date: 07-18-2014 Time: 04:47:00 PM Pages: 13 Fee: \$30.00 County: RACINE State: WI

Requesting Party: First American Title Insurance Company - NC Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

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

Assignment of Leases and Rents

consider the contract of the c

Recording Area

Name and Return Address

James L. Barkin, Esq.
McKenna Long & Aldridge LLP
Suite 5300
303 Peachtree Street, N.E.
Atlanta, Georgia 30308

This document drafted by:

James L. Barkin, Esq. McKenna Long & Aldridge LLP Suite 5300 303 Peachtree Street, N.E. Atlanta, Georgia 30308 Tax Key No. 51-151-03-22-13-154-005 Tax Key No. 276-00-00-13132-102 Tax Key No. 276-00-00-13132-95 Tax Key No. 51-151-03-22-13-171-000

## ASSIGNMENT OF LEASES AND RENTS

exempled is animal or one and standard a class search second

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made as of the 17th day of July, 2014, by RACINE SHOPPING CENTRE, LLC, a Wisconsin limited liability company, as assignor, having an address at c/o Siegel-Gallagher Management Company, 252 East Highland Avenue, Milwaukee, Wisconsin 53202, Attention: Lori Kremer, Senior Vice President ("Borrower") to RAIT FUNDING, LLC, a Delaware limited liability company, having an address at c/o RAIT Financial Trust, Cira Centre, 2929 Arch Street, 17th Floor, Philadelphia, Pennsylvania 19104-2870 (together with its successors and assigns, "Lender").

## WITNESSETH:

WHEREAS, this Assignment is given in connection with a loan (the "Loan") made by Lender to Borrower pursuant to that certain Loan Agreement, dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement", to which reference is made for the definition of capitalized terms not otherwise defined herein) and evidenced by that certain Promissory Note, dated the date hereof, given by Borrower to Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Note");

WHEREAS, Borrower desires to secure the payment of the Debt and the performance of all of its obligations under the Note, the Loan Agreement and the other Loan Documents; and

WHEREAS, this Assignment is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by Borrower of its obligations thereunder and under the other Loan Documents is secured hereby, and each and every term and provision of the Loan Agreement and the Note, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Assignment.

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Assignment:

#### **ARTICLE 1 - ASSIGNMENT**

- Section 1.1 <u>Property Assigned</u>. Borrower hereby absolutely and unconditionally assigns and grants to Lender the following property, rights, interests and estates, now owned, or hereafter acquired by Borrower:
- (a) <u>Leases</u>. All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements made a part hereof (whether written or oral and whether now or hereafter in effect), pursuant to which any Person is granted a possessory interest in, or a right to use or occupy, all or any portion of any space in that certain lot or piece of land, more particularly described in <u>Exhibit A</u> annexed hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs,

replacements and improvements now or hereafter located thereon (collectively, the "Property") and every modification, amendment or other agreement relating to such leases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, and the right, title and interest of Borrower, its successors and assigns, therein and thereunder.

arranged manager along a real same configurated to man a arrange and for a real expectation of the contraction and the

- (b) Other Leases and Agreements. All other leases and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether made before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") together with any extension, renewal or replacement of the same. This Assignment of other present and future leases and present and future agreements being effective without further or supplemental assignment. The "leases" described in Subsection 1.1(a) and the leases and other agreements described in this Subsection 1.1(b) are collectively referred to as the "Leases".
- (c) Rents. All rents, rent equivalents, income, receivables, revenues, receipts, insurance proceeds, deposits and profits arising from the Leases and renewals thereof together with all rents, rent equivalents, income, fees, receivables, accounts, profits (including, but not limited to, all oil and gas or other mineral royalties and bonuses), charges for services rendered and any and all payment and consideration of whatever form or nature received by Borrower or its agents or employees from any and all sources relating to the use, enjoyment and occupancy of the Property whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the "Rents").
- (d) <u>Bankruptcy Claims</u>. All of Borrower's claims and rights (the "Bankruptcy Claims") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.
- (e) <u>Lease Guaranties</u>. All of Borrower's right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support (individually, a "Lease Guaranty", collectively, the "Lease Guaranties") given by any guarantor in connection with any of the Leases or leasing commissions (individually, a "Lease Guarantor", collectively, the "Lease Guarantors") to Borrower.
- (f) <u>Proceeds</u>. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.
- (g) Other. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation the immediate and continuing right to make claim for, receive and collect all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt), and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

- (h) <u>Entry</u>. The right, at Lender's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.
- (i) <u>Power of Attorney</u>. Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in <u>Section 3.1</u> of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.
- (j) Other Rights and Agreements. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (i) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

## ARTICLE 2 - TERMS OF ASSIGNMENT

Section 2.1 <u>Present Assignment And License Back</u>. It is intended by Borrower that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Nevertheless, subject to the terms of this <u>Section 2.1</u>, the Restricted Account Agreement and the Loan Agreement, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents and other sums due under the Lease Guaranties and Borrower shall hold such Rents and all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Lender for use in the payment of such sums.

Section 2.2 <u>Notice To Lessees</u>. Borrower hereby authorizes and directs the lessees named in the Leases or any other future lessees or occupants of the Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs all Rents and all sums due under any Lease Guaranties upon receipt from Lender of written notice to the effect that Lender is then the holder of this Assignment and that an Event of Default (as defined in the Loan Agreement) exists, and to continue so to do until otherwise notified by Lender.

Section 2.3 <u>Incorporation By Reference</u>. All representations, warranties, covenants, conditions and agreements contained in the Loan Agreement and the other Loan Documents as same may be modified, renewed, substituted or extended are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

## **ARTICLE 3- REMEDIES**

Section 3.1 Remedies of Lender. Upon or at any time after the occurrence of an Event of Default, the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked, and Lender shall immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property. In addition, Lender may, at its option, without waiving such Event of Default, without regard to the adequacy of the security for the Debt, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Borrower and its agents and servants from the Property, without liability for

trespass, damages or otherwise (other than arising as a direct result of Lender's gross negligence or willful misconduct) and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have. hold manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as Lender may deem proper and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and/or (b) the Debt, together with all costs and reasonable attorneys' fees. In addition, upon the occurrence of an Event of Default, Lender, at its option, may (i) complete any construction on the Property in such manner and form as Lender deems advisable, (ii) exercise all rights and powers of Borrower, including, without limitation, the right to negotiate, execute, cancel, enforce or modify any Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, (iii) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in possession of Borrower or (iv) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

CONTROL BUREAU CARRAGA SER AREA CARRAGA CARRA ANTAL CARRAGA PROCESSA ANTALA, ANTALA, ANTALA, ANTARA CARRAGA CA

Section 3.2 Other Remedies. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Agreement, the Note, or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Debt and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligations of Borrower under this Assignment, the Loan Agreement, the Note, the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Note, or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Lender in any separate action or proceeding).

Section 3.3 Other Security. Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

Non-Waiver. The exercise by Lender of the option granted it in Section 3.4 Section 3.1 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under the Note, the Loan Agreement, the Leases, this Assignment or the other Loan Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Loan Agreement, the Note or the other Loan Documents, (b) the release regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Note, or the other Loan Documents. Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 3.5 <u>Bankruptcy</u>. (a) Upon or at any time after the occurrence of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

Serverine received a base of the

## ARTICLE 4 - NO LIABILITY, FURTHER ASSURANCES

No Liability of Lender. This Assignment shall not be construed Section 4.1 to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property after an Event of Default or from any other act or omission of Lender in managing the Property after an Event of Default unless such loss is caused by the willful misconduct and bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Borrower shall, and hereby agrees to, indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties. Should Lender incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and the other Loan Documents and Borrower shall reimburse Lender therefor immediately upon demand and upon the failure of Borrower so to do Lender may, at its option, declare all sums secured by this Assignment and the other Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property including, without limitation, the presence of any Hazardous Substances (as defined in the Environmental Indemnity), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Section 4.2 <u>No Mortgagee in Possession</u>. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

Section 4.3 Further Assurances. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver and hereby authorizes Lender to execute in the name of Borrower to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases.

## ARTICLE 5 - MISCELLANEOUS PROVISIONS

references to a complete and a complete or some of the complete or a complete or a complete or a complete or a

- Section 5.1 <u>Conflict of Terms</u>. In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.
- Section 5.2 No Oral Change. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.
- General Definitions. All capitalized terms not defined herein Section 5.3 shall have the respective meanings set forth in the Loan Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note, the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Loan Agreement, the word "Property" shall include any portion of the Property and any interest therein, the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all attorney's, paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.
- Section 5.4 <u>Inapplicable Provisions</u>. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.
- Section 5.5 <u>Governing Law</u>. The governing law and related provisions contained in Section 17.2 of the Loan Agreement are hereby incorporated by reference as if fully set forth herein.
- Section 5.6 <u>Termination of Assignment</u>. Upon payment in full of the Debt, this Assignment shall become and be void and of no effect.
- Section 5.7 Notices. All notices or other written communications hereunder shall be delivered in accordance with Article 14 of the Loan Agreement.
- Section 5.8 <u>WAIVER OF TRIAL BY JURY</u>. BORROWER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS ASSIGNMENT, THE NOTE, OR THE OTHER LOAN

# DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

Section 5.9 <u>Exculpation</u>. The provisions of Article 13 of the Loan Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.

Section 5.10 <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 5.11 <u>Headings, Etc.</u> The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, Borrower has executed this instrument the day and year first above written.

#### BORROWER:

RACINE SHOPPING CENTRE, LLC, a Wisconsin limited liability company

By: Racine Marketplace, Inc., a Wisconsin corporation,

its managing member

Name: Gilberto Cabral

Title: Vice · Preside - T

(CORPORATE SEAL)

STATE OF WISCONSIN	) ) ss.
COUNTY OF Milworkee	)
County and State, this day Racine Marketplace, Inc., a Wiscor SHOPPING CENTRE, LLC, a Work or proved to me on the basis of sat subscribed to the within instrument authorized capacity as NELSON.	ras acknowledged before me, a Notary Public in and for said of June, 2014, by: Gilberto Cabral, the Active for a sin corporation, the managing member of RACINE Visconsin limited liability company, personally known to me disfactory evidence) to be the person whose name is and acknowledged to me that he executed same in his for said corporation.  Name: Notary Public, State of Wisconsin My Commission: Vermans T

#### EXHIBIT A

and the second section of the second 
#### LEGAL DESCRIPTION

#### Parcel I:

The East 30 feet of Parcel 1 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 of a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-154-005

Address: 5201 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel II:

Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 In Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 and a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East, Excepting Therefrom the following: Commence at the North West corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°7'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning. Also Excepting Therefrom: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2, 30.05 feet to the North East corner of Lot 1, Block 4, Highland Village No. 2, a recorded subdivision, said point being the place of beginning of the lands to be described; thence continuing North 89°10'36" West along said South line, 629.11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North 2°57'24" East along the West line of said Lot 3 extended, 28.00 feet to a point; thence South 89°10'36" East, and parallel to the South line of said Parcel 2, 626.63 feet to a point on the East line of Lot 1, Block 4, Highland Village No. 2, extended; thence South 2°07'30" East along said East line extended, 28.02 feet to the place of beginning. Said land being in the City of Racine, County of Racine, and State of Wisconsin.

Tax Kev No. 13132-102

Address: 5201 Washington Avenue, Racine, WI 53406

Tax Key No. 13132-95

Address: 1308 Ostergaard Avenue, Racine, WI 53406

#### Parcel III:

All that part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East 1/4; thence North 89°10'36" West along the North line of said South East 1/4, 2150.57 feet; thence South 02°07'30" East, 419.46 feet to the place of beginning of the lands to be described; thence

continuing South 02°07'30" East, 327.40 feet; thence North 89°10'36" West and parallel to said North line, 157.34 feet; thence North 00°49'24" East 74.14 feet; thence North 89°10'36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 00°49'24" East, along the centerline of said party wall, 145.18 feet; thence South 89°10'36" East, 0.50 feet; thence North 00°49'24" East, 10.07 feet; thence North 89°10'36" West, 4.59 feet; thence North 00°49'24" East, 62.05 feet; thence North 89°10'36" West, 2.44 feet; thence North 00°49'24" East, 35.53 feet; thence South 89°10'36" East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Commence of the control of the contr

Tax Key No. 51-151-03-22-13-171-000

Address: 5409 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel IV:

Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 1236796 and 892282.

Assignment of Assignment of Leases and Rents

Document #: 2397051

Date: 12-26-2014 Time: 11:44:00 AM Pages: 6 Fee: \$30.00 County: RACINE State: WI Requesting Party: Anderson, McCoy & Orta Register of Deeds: TYSON FETTES RACINE COUNTY REGISTER OF DEEDS

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

#### RETURN DOCUMENTS TO:

Vanessa A. Orta Anderson, McCoy & Orta, P.C. 100 N. Broadway Ave., Suite 2600 Oklahoma City, OK 73102 Telephone: (888)236-0007 AMO No. 4307.009

Parcel ID No.: 51-151-03-22-13-154-005 276-00-00-13132-102 276-00-00-13132-95 51-151-03-22-13-171-000

This Instrument was prepared by:

Vanessa A. Orta Anderson, McCoy & Orta, P.C. 100 N. Broadway Ave. Suite 2600 Oklahoma City, OK 73102 Racine Center 5201-5409 Washington Avenue Mount Pleasant, Wisconsin

## ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

RAIT FUNDING, LLC, a Delaware limited liability company (Assignor)

to

RAIT CMBS CONDUIT II, LLC, a Delaware limited liability company (Assignee)

Effective as of October 22, 2014

County of Racine State of Wisconsin

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:
ANDERSON, McCOY & ORTA, P.C.
100 North Broadway, Suite 2600
Oklahoma City, Oklahoma 73102
Telephone: 888-236-0007

## ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

As of the 22nd day of October, 2014, RAIT FUNDING, LLC, a Delaware limited liability company, having an address at c/o RAIT Financial Trust, Cira Centre, 2929 Arch St., 17th Floor, Philadelphia, PA 19104, ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to RAIT CMBS CONDUIT II, LLC, a Delaware limited liability company, having an address at c/o RAIT Financial Trust, Cira Centre, 2929 Arch St., 17th Floor, Philadelphia, PA 19104, ("Assignee"), its successors, participants and assigns, without recourse or warranty, all right, title and interest of Assignor in and to that certain:

ASSIGNMENT OF LEASES AND RENTS made by RACINE SHOPPING CENTRE, LLC, a Wisconsin limited liability company to Assignor dated as of July 17, 2014 and recorded on July 18, 2014, as Document Number 2385722 in the Recorder's Office of Racine County, Wisconsin (as the same has heretofore been amended, modified, restated, supplemented, renewed or extended), securing payment of note(s) of even date therewith, in the original principal amount of \$7,100,000.00, and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

Together with any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed this day of November, 2014.

RAIT FUNDING, LLC, a Delaware limited liability company, its sole Member

By: Taberna Realty Finance Trust, a

Maryland real estate investment trust, its
sole Member

 $\mathcal{O}$ 

By: James Sebra
Title: Chief Financial Officer

STATE OF PENNSYLVANIA

S S S S

COUNTY OF PHILADELPHIA

On the day of November, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Sebra personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as of Taberna Realty Finance Trust, a Maryland real estate investment trust, as sole member of RAIT Funding, LLC, a Delaware limited liability company, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature:

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL RENEE D FOSTER Notary Public PHILADELPHIA CITY, PHILADELPH'A CNTY My Commission Expires Jan 20, 2018

#### **EXHIBIT A**

#### LEGAL DESCRIPTION

#### Parcel I:

The East 30 feet of Parcel 1 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 of a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-154-005 Address: 5201 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel II:

Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 In Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 and a part of the North East 1/4 of the South West 1/4 of Section 13. Township 3 North, Range 22 East, Excepting Therefrom the following: Commence at the North West corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°7'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning, Also Excepting Therefrom: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2, 30.05 feet to the North East corner of Lot 1, Block 4, Highland Village No. 2, a recorded subdivision, said point being the place of beginning of the lands to be described; thence continuing North 89°10'36" West along said South line, 629.11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North 2°57'24" East along the West line of said Lot 3 extended, 28.00 feet to a point; thence South 89°10'36" East, and parallel to the South line of said Parcel 2, 626.63 feet to a point on the East line of Lot 1, Block 4, Highland Village No. 2, extended; thence South 2°07'30" East along said East line extended, 28.02 feet to the place of beginning. Said land being in the City of Racine, County of Racine, and State of Wisconsin,

Tax Key No. 13132-102

Address: 5201 Washington Avenue, Racine, WI 53406

Tax Key No. 13132-95

Address: 1308 Ostergaard Avenue, Racine, WI 53406

#### Parcel III:

All that part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East 1/4;

thence North 89°10'36" West along the North line of said South East 1/4, 2150.57 feet; thence South 02°07'30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 02°07'30" East, 327.40 feet; thence North 89°10'36" West and parallel to said North line, 157.34 feet; thence North 00°49'24" East 74.14 feet; thence North 89°10'36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 00°49'24" East, along the centerline of said party wall, 145.18 feet; thence South 89°10'36" East, 0.50 feet; thence North 00°49'24" East, 10.07 feet; thence North 89°10'36" West, 4.59 feet; thence North 00°49'24" East, 52.05 feet; thence North 89°10'36" West, 2.44 feet; thence North 00°49'24" East, 35.53 feet; thence South 89°10'36" East, 147.53 feet to the place of beginning. Said Iand being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Kev No. 51-151-03-22-13-171-000

Address: 5409 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel IV:

Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 1236796 and 892282.

Assignment of Assignment of Leases and Rents

Document #: 2397053

Date: 12-26-2014 Time: 11:44:00 AM Pages: 6 Fee: \$30.00 County: RACINE State: WI Requesting Party: Anderson, McCoy & Orta Register of Deeds: TYSON FETTES RACINE COUNTY REGISTER OF DEEDS

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

## RETURN DOCUMENTS TO:

Vanessa A. Orta Anderson, McCoy & Orta, P.C. 100 N. Broadway Ave., Suite 2600 Oklahoma City, OK 73102 Telephone: (888)236-0007 AMO No. 4307.009

Parcel ID No.: 51-151-03-22-13-154-005 276-00-00-13132-102 276-00-00-13132-95 51-151-03-22-13-171-000

This Instrument was prepared by:

Vanessa A. Orta Anderson, McCoy & Orta, P.C. 100 N. Broadway Ave. Suite 2600 Oklahoma City, OK 73102 Racine Center 5201-5409 Washington Avenue Mount Pleasant, Wisconsin

## ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

RAIT CMBS CONDUIT II, LLC, a Delaware limited liability company (Assignor)

to

RAIT FUNDING, LLC, a Delaware limited liability company (Assignee)

Effective as of October 22, 2014

County of Racine State of Wisconsin

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:
ANDERSON, McCOY & ORTA, P.C.
100 North Broadway, Suite 2600
Oklahoma City, Oklahoma 73102
Telephone: 888-236-0007

#### ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

As of the 22nd day of October, 2014, RAIT CMBS CONDUIT II, LLC, a Delaware limited liability company, having an address at c/o RAIT Financial Trust, Cira Centre, 2929 Arch St., 17th Floor, Philadelphia, PA 19104, ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to RAIT FUNDING, LLC, a Delaware limited liability company, having an address at c/o RAIT Financial Trust, Cira Centre, 2929 Arch St., 17th Floor, Philadelphia, PA 19104, ("Assignee"), its successors, participants and assigns, without recourse or warranty, all right, title and interest of Assignor in and to that certain:

ASSIGNMENT OF LEASES AND RENTS made by RACINE SHOPPING CENTRE, LLC, a Wisconsin limited liability company to RAIT FUNDING, LLC, a Delaware limited liability company dated as of July 17, 2014 and recorded on July 18, 2014, as Document Number 2385722 in the Recorder's Office of Racine County, Wisconsin (as the same has heretofore been amended, modified, restated, supplemented, renewed or extended), securing payment of note(s) of even date therewith, in the original principal amount of \$7,100,000.00, and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof;

foregoing instrument(s) assigned to RAIT CMBS CONDUIT II, LLC, a Delaware limited liability company by Assignment instrument(s) being recorded simultaneously herewith, in the Recorder's Office.

Together with any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed this day of November, 2014.

RAIT CMBS CONDUIT II, LLC, a Delaware limited liability company

By: RAIT FUNDING, LLC, a Delaware limited liability company, its sole Member

By: Taberna Realty Finance Trust, a Maryland real estate investment trust, its sole Member

By: James Sebra
Title: Chief Financial Officer

STATE OF PENNSYLVANIA

& & &

COUNTY OF PHILADELPHIA

On the day of November, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared <u>Server</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as <u>CFO</u> of Taberna Realty Finance Trust, a Maryland real estate investment trust, as sole member of RAIT Funding, LLC, a Delaware limited liability company, as sole member of RAIT CMBS CONDUIT II, LLC, a Delaware limited liability company, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Ve

Notary Public

My Commission Expires:

Reference No.: 4307.009 Matter Name: Racine Center Pool: JPMBB 2014-C24 COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL RENEE D FOSTER Notary Public PHILADELPHIA CITY, PHILADELPH'A CNTY My Commission Expires Jan 20, 2018

#### EXHIBIT A

#### LEGAL DESCRIPTION

Parcel I:

The East 30 feet of Parcel 1 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 of a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-154-005

Address: 5201 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel II:

Percel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 In Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 and a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East, Excepting Therefrom the following: Commence at the North West corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°7'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning, Also Excepting Therefrom: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2, 30.05 feet to the North East corner of Lot 1, Block 4, Highland Village No. 2, a recorded subdivision, said point being the place of beginning of the lands to be described; thence continuing North 89°10'36" West along said South line, 629.11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North 2°57'24" East along the West line of said Lot 3 extended, 28.00 feet to a point; thence South 89°10'36" East, and parallel to the South line of said Parcel 2, 626.63 feet to a point on the East line of Lot 1, Block 4, Highland Village No. 2, extended; thence South 2°07'30" East along said East line extended, 28.02 feet to the place of beginning. Said land being in the City of Racine, County of Racine, and State of Wisconsin.

Tax Key No. 13132-102

Address: 5201 Washington Avenue, Racine, WI 53406

Tax Key No. 13132-95

Address: 1308 Ostergaard Avenue, Racine, WI 53406

#### Parcel III:

All that part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East 1/4;

thence North 89°10'36" West along the North line of said South East 1/4, 2150.57 feet; thence South 02°07'30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 02°07'30" East, 327.40 feet; thence North 89°10'36" West and parallel to said North line, 157.34 feet; thence North 00°49'24" East 74.14 feet; thence North 89°10'36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 00°49'24" East, along the centerline of said party wall, 145.18 feet; thence South 89°10'36" East, 0.50 feet; thence North 00°49'24" East, 10.07 feet; thence North 89°10'36" West, 4.59 feet; thence North 00°49'24" East, 62.05 feet; thence North 89°10'36" West, 2.44 feet; thence North 00°49'24" East, 35.53 feet; thence South 89°10'36" East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-171-000 Address: 5409 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel IV:

Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 1236796 and 892282.

Assignment of Assignment of Leases and Rents

Document #: 2397055

Date: 12-26-2014 Time: 11:44:00 AM Pages: 6 Fee: \$30.00 County: RACINE State: WI Requesting Party: Anderson, McCoy & Orta Register of Deeds: TYSON FETTES RACINE COUNTY REGISTER OF DEEDS

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

## RETURN DOCUMENTS TO:

Vanessa A. Orta Anderson, McCoy & Orta, P.C. 100 N. Broadway Ave., Suite 2600 Oklahoma City, OK 73102 Telephone: (888)236-0007 AMO No. 4307.009

Parcel ID No.: 51-151-03-22-13-154-005 276-00-00-13132-102 276-00-00-13132-95 51-151-03-22-13-171-000

This Instrument was prepared by:

Vanessa A. Orta Anderson, McCoy & Orta, P.C. 100 N. Broadway Ave. Suite 2600 Oklahoma City, OK 73102 Racine Center 5201-5409 Washington Avenue Mount Pleasant, Wisconsin

## ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

RAIT FUNDING, LLC, a Delaware limited liability company (Assignor)

to

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-C24

(Assignee)

Effective as of October 22, 2014

County of Racine State of Wisconsin

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:
ANDERSON, McCOY & ORTA, P.C.
100 North Broadway, Suite 2600
Oklahoma City, Oklahoma 73102
Telephone: 888-236-0007

## ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

As of the 22nd day of October, 2014, RAIT FUNDING, LLC, a Delaware limited liability company, having an address at c/o RAIT Financial Trust, Cira Centre, 2929 Arch St., 17th Floor, Philadelphia, PA 19104, ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-C24, having an address at 1100 North Market Street, Wilmington, DE 19890, ("Assignee"), its successors, participants and assigns, without recourse or warranty, all right, title and interest of Assignor in and to that certain:

ASSIGNMENT OF LEASES AND RENTS made by RACINE SHOPPING CENTRE, LLC, a Wisconsin limited liability company to Assignor dated as of July 17, 2014 and recorded on July 18, 2014, as Document Number 2385722 in the Recorder's Office of Racine County, Wisconsin (as the same has heretofore been amended, modified, restated, supplemented, renewed or extended), securing payment of note(s) of even date therewith, in the original principal amount of \$7,100,000.00, and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof;

foregoing instrument(s) assigned to RAIT CMBS CONDUIT II, LLC, a Delaware limited liability company by Assignment instrument(s) being recorded simultaneously herewith, in the Recorder's Office;

foregoing instrument(s) assigned to Assignor by Assignment instrument(s) being recorded simultaneously herewith, in the Recorder's Office.

Together with any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed this day of November, 2014.

RAIT FUNDING, LLC, a Delaware limited liability company, its sole Member

By: James Sebra

Chief Financial Officer

Maryland real estate/investment trust, its

By: Taberna Realty Finance Trust, a

Title

STATE OF PENNSYLVANIA \$

COUNTY OF PHILADELPHIA \$

On the _____ day of November, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as _____ of Taberna Realty Finance Trust, a Maryland real estate investment trust, as sole member of RAIT Funding, LLC, a Delaware limited liability company, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature:

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
RENEE D FOSTER
NOTARY Public
PHILADELPHIA CITY, PHILADELPHIA CITY
My Commission Expues Jan 21 7715

#### EXHIBIT A

#### LEGAL DESCRIPTION

Parcel I:

The East 30 feet of Parcel 1 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 of a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East, Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tex Key No. 51-151-03-22-13-154-005

Address: 5201 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel II:

Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 In Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 and a part of the North East 1/4 of the South West 1/4 of Section 13. Township 3 North, Range 22 East, Excepting Therefrom the following: Commence at the North West corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°7'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning, Also Excepting Therefrom: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2, 30.05 feet to the North East corner of Lot 1. Block 4. Highland Village No. 2, a recorded subdivision, said point being the place of beginning of the lands to be described; thence continuing North 89°10'36" West along said South line, 629.11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North 2°57'24" East along the West line of said Lot 3 extended, 28,00 feet to a point; thence South 89°10'36" East, and parallel to the South line of said Parcel 2, 626.63 feet to a point on the East line of Lot 1, Block 4, Highland Village No. 2, extended; thence South 2°07'30" East along said East line extended, 28,02 feet to the place of beginning. Said land being in the City of Racine, County of Racine, and State of Wisconsin.

Tax Key No. 13132-102

Address: 5201 Washington Avenue, Racine, WI 53406

Tax Key No. 13132-95

Address: 1308 Ostergaard Avenue, Racine, WI 53406

#### Parcel III:

All that part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East 1/4;

thence North 89°10'36" West along the North line of said South East 1/4, 2150.57 feet; thence South 02°07'30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 02°07'30" East, 327.40 feet; thence North 89°10'36" West and parallel to said North line, 157.34 feet; thence North 00°49'24" East 74.14 feet; thence North 89°10'36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 00°49'24" East, along the centerline of said party wall, 145.18 feet; thence South 89°10'36" East, 0.50 feet; thence North 00°49'24" East, 10.07 feet; thence North 89°10'36" West, 4.59 feet; thence North 00°49'24" East, 10.07 feet; thence North 89°10'36" West, 2.44 feet; thence North 00°49'24" East, 35.53 feet; thence South 89°10'36" East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-171-000

Address: 5409 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel IV:

Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 1236796 and 892282.

		Da Fe Re Re	te: 07-18 e: \$30.00 questing gister of	#: 2385723  -2014 Time: 04:47:00 County: RACINE St Party: First American Deeds: TYSON FETTE DUNTY REGISTER OF	ate: WI Title Insurance Company - ! S
UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS		thi	s docume	re recording information that has been electronical returned to the sub	cally
A. NAME & PHONE OF CONTACT AT FILER (optional)	}				
B. E-MAIL CONTACT AT FILER (optional)					
C. SEND ACKNOWLEDGMENT TO: (Name and Address)				•	
McKenna Long & Aldridge LLP	71				
303 Peachtree Street NE, Suite 5300	' [				
Atlanta, Georgia 30308					
Attn: James L. Barkin, Esq.	1				
	_{T1}	E ABOVE SPA	CE IS FO	R FILING OFFICE US	E ONLY
1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name will not fit in line 1b, leave ell of liem 1 blank, check here and provide 1a. ORGANIZATION'S NAME RACINE SHOPPING CENTRE, LLC	name; do not omit, modify, or abb the Individual Debtor information	reviate any part of in item 10 of the Fi	the Debtor nancing St	's name); If any part of the aternent Addendum (Form	Individual Debtors UCC1Ad)
OR 15. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
					COUNTRY
1c. MAILING ADDRESS c/o Siegel-Gallagher Management Company	CITY		STATE	FOSTAL CODE	USA
252 East Highland Avenue	Milwaukee		1		
2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name will not fit in line 2b, leave all of item 2 blank, check here and provide 2a. ORGANIZATION'S NAME	THE INDIVIDUAL DEPOS INCOMERCOS	in ilem 10 of the F			
OR 2b, INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME			NAL NAME(S)/INITIAL(S)	SUFFIX
2c, MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SEC	URED PARTY): Provide only one	Secured Party nar	ne (3a or 3i	p)	
3a. ORGANIZATION'S NAME					
RAIT FUNDING, LLC	FIRST PERSONAL NAME		IADDITIC	NAL NAME(S)/INITIAL(S)	SUFFIX
OR 3b. INDIVIDUAL'S SURNAME	FIRST FERSONAL WASIE			• • • • • • • • • • • • • • • • • • • •	
30. MAILING ADDRESS c/o RATT Financial Trust Cira Centre, 2929 Arch Street, 17th Floor	Philadelphia		STATE PA	POSTAL CODE 19104-2870	USA
4. COLLATERAL: This financing statement covers the following collateral:	1				
The collateral described in Exhibit "B" attached here about, or used or intended to be used with or in conne and by this reference incorporated herein. A portion property described in said Exhibit "A", which real property	of the described good	s are affixed	լըբել լա	DAILIDIL TO ALLE	CHOR WELLOO
		•			
5. Check only if applicable and check only one box: Collateral is held in a Tru	et (see LICC1Ad, liem 17 and Instr	uctions) bei	ng administ	ered by a Decedent's Pers	onal Representative
<ol> <li>Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is neld in a 1rd</li> <li>Check <u>only</u> if applicable and check <u>only</u> one box:</li> </ol>	r fees coo true total to and trail	6b.	Check only	if applicable and check or	ly опе box:
6a, Check only it applicable and check only the box.  Public-Finance Transaction  Manufactured-Home Transaction	A Debtor is a Transmittle	g Utility	Agrica	ultural Lien Non-U	CC Filing
7. ALTERNATIVE DESIGNATION (If applicable): Lessee/Lessor	Consignee/Consignor	Seller/Buyer		ailee/Ballor Li	censee/Licensor
8 OPTIONAL FILER REFERENCE DATA:					
034556.00019 Racine County, Wisconsin		1-m-20 14-	noninii	of Commercial Admi	nistrators (IACA)
1	ir ir	iternational As	sociation	ur Commercial Aumi	HIGH ALOIS HOUTH

and ministed becoming a second practical as distinged a second in account to a many to a second because and decoration

	CC FINANCING STATEMENT ADDENDUN LLOW INSTRUCTIONS	7						
	NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; because Individual Debtor name did not fit, check here	if line 15 was i	left blank					
	9a. ORGANIZATION'S NAME Racine Shopping Centre, LLC							
OR	9b. INDIVIDUAL'S SURNAME	-,						
	FIRST PERSONAL NAME							
	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX	THE ABOV	E SPACE	IS FOR FILING	G OFFICE	USE ONLY
10,	DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name of do not omit, modify, or abbreviate any part of the Debtor's name) and enter the I	or Debtor name mailing addres	that did not fit in s in line 10c					
OR	10s. ORGANIZATION'S NAME							
OI.	10b. INDIVIDUAL'S SURNAME							
	INDIVIDUAL'S FIRST PERSONAL NAME							
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)							SUFFIX
10c.	MAILING ADDRESS .	CITY			STATE	POSTAL CODE		COUNTRY
11.	ADDITIONAL SECURED PARTY'S NAME _or ASSIGN 11a. ORGANIZATION'S NAME	OR SECU	RED PARTY	NAME: Provide	anly <u>one</u> n	ume (11a or 11b)		
OR	11b. INDIVIDUAL'S SURNAME	FIRST PERS	SONAL NAME		ADDITIO	DNAL NAME(S)/IN	ITIAL(S)	SUFFIX
11c,	MAILING ADDRESS	CITY			STATE	POSTAL CODE		COUNTRY
12./	ADDITIONAL SPACE FOR ITEM 4 (Collateral):							
	·							
	This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)		ANCING STATEM ors timber to be cu		extracted o	collateral 💟 is	filed as a fi	xlure filing
	ame and address of a RECORD OWNER of real estate described in Item 16 f Debtor does not have a record Interest):	1	on of real estate: ibit "A" att	ached hereto	),			
				-03-22-13-15				
				-00-13132-10 -00-13132-95				
•				-03-22-13-17				
		•						
47 k	ISCELLANEOUS					_~		

to be come to maked however any more of animal contribution of commence of free and beautiful homeone are consisted in

Debtor:

RACINE SHOPPING CENTRE, LLC

Secured Party: RAIT FUNDING, LLC

## EXHIBIT A

and the property of the comment of the contraction 
Parcel I:

The East 30 feet of Parcel 1 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 of a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-154-005

Address: 5201 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel II:

Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 In Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 and a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East, Excepting Therefrom the following: Commence at the North West corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°7'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning, Also Excepting Therefrom: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2, 30.05 feet to the North East corner of Lot 1, Block 4, Highland Village No, 2, a recorded subdivision, said point being the place of beginning of the lands to be described; thence continuing North 89°10'36" West along said South line, 629.11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North 2°57'24" East along the West line of said Lot 3 extended, 28.00 feet to a point; thence South 89°10'36" East, and parallel to the South line of said Parcel 2, 626.63 feet to a point on the East line of Lot 1, Block 4, Highland Village No. 2, extended; thence South 2°07'30" East along said East line extended, 28.02 feet to the place of beginning. Said land being in the City of Racine, County of Racine, and State of Wisconsin.

Tax Key No. 13132-102

Address: 5201 Washington Avenue, Racine, WI 53406

Tax Key No. 13132-95

Address: 1308 Ostergaard Avenue, Racine, WI 53406

#### Parcel III:

All that part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East 1/4; thence North 89°10'36" West along the North line of said South East 1/4, 2150.57 feet; thence

EXHIBIT A Page 1

ATLANTA 5568203.1

South 02°07'30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 02°07'30" East, 327.40 feet; thence North 89°10'36" West and parallel to said North line, 157.34 feet; thence North 00°49'24" East 74.14 feet; thence North 89°10'36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 00°49'24" East, along the centerline of said party wall, 145.18 feet; thence South 89°10'36" East, 0.50 feet; thence North 00°49'24" East, 10.07 feet; thence North 89°10'36" West, 4.59 feet; thence North 00°49'24" East, 52.05 feet; thence North 89°10'36" West, 2.44 feet; thence North 00°49'24" East, 35.53 feet; thence South 89°10'36" East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

James and States - Americka as a maje to higher and a read to memory a second of heaves may be made has be

Tax Key No. 51-151-03-22-13-171-000 Address: 5409 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel IV:

Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 1236796 and 892282.

Debtor:

RACINE SHOPPING CENTRE, LLC

Secured Party: RAIT FUNDING, LLC

#### **EXHIBIT B**

"married on surveyed because it is some out their because it may be a second with the survey of the survey of

The following property, rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "Property"):

- 1. <u>Land</u>. The real property described in <u>Exhibit A</u> attached hereto and made a part hereof (collectively, the "Land");
- 2. <u>Additional Land</u>. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein;
- 3. <u>Improvements</u>. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");
- 4. <u>Easements</u>. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements, and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements, and every part and parcel thereof, with the appurtenances thereto;
- 5. Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), and all proceeds and products of the above;
- 6. <u>Leases and Rents</u>. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any person is

granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases. subleases, subsubleases, or other agreements entered into in connection with such leases. subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or property manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the indebtedness owed by Debtor to Secured Party;

explained to an intermediate of the charge of the of some or even to be an explained to a some events and be we now

- 7. <u>Insurance Proceeds</u>. All insurance proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (collectively, the "Insurance Proceeds");
- 8. <u>Condemnation Awards</u>. All condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property (collectively, the "Awards");
- 9. <u>Tax Certiorari</u>. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;
- 10. Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;
- 11. <u>Agreements</u>. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and

all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the co

- 12. <u>Intangibles</u>. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;
- 13. Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including without limitation, the Accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof (collectively, the "Accounts");
- 14. <u>Proceeds</u>. All proceeds of any of the foregoing items set forth in paragraphs 1. through 14. including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims; and
- 15. Other Rights. Any and all other rights of Debtor in and to the items set forth in paragraphs 1. through 14. above.

DOCUMENT # 2397567 RACINE COUNTY REGISTER OF DEEDS January 05, 2015 11:56 AM



# UCC FINANCING STATEMENT AMENDMENT

A. NAME & PHONE OF CONTACT AT FILER (optional)
Barbara Basgall 405-236-0003
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Anderson, McCoy & Orta PC
100 North Broadway, Suite 2600
Oklahoma City, OK 73102

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

Anderson, McCoy & Orta PC	•				
100 North Broadway, Suite 2600					
Oklahoma City, OK 73102		1 14			
Oklahoma only, or thorough	Į.	120'			
<u> </u>				R FILING OFFICE USE	
1a. INITIAL FINANCING STATEMENT FILE NUMBER		1b. This FINANCING STAT	EMENT AME	NOMENT is to be filed [for	or record]
2385723 filed 7/18/14		(or recorded) in the REA	ddendum (Fon	TI UCC3Ad) and provide Deb	tor's name in item 13
the Fig. 1 - Character Heart Ford of	bove is terminated	with respect to the security inter	est(s) of Sec	ured Party authorizing th	is Termination
Statement					
3. ASSIGNMENT ( por partial): Provide name of Assignee in item 7a c For partial assignment, complete items 7 and 9 and also indicate affects	or 7b, <u>and</u> address o ed collateral in item	if Assignee in item 7c <u>and</u> name 8	e of Assignor	in item 9	
CONTINUATION: Effectiveness of the Financing Statement identified	l abave with speces	to the security interest(s) of Si	ecured Perly	authorizing this Continua	tion Statement is
<ol> <li>CONTINUATION: Effectiveness of the Financing Statement identified continued for the additional period provided by applicable law</li> </ol>	anove with respec	t to the abcomy increase, and			
5. PARTY INFORMATION CHANGE:					
AND Check	one of these three t HANGE name and/or	address: Complete ADD 0	ame Comple		: Give record name
This Change affects Debtor or Secured Party of record ite	m 6a or 6b; and Item	7a or 7b and item 7c 7a or 7	b, <u>and</u> item 7	to be deleted in	tem ba or bb
6. CURRENT RECORD INFORMATION: Complete for Party Information C	hange - provide only	one name (6a or 6b)			
6a. ORGANIZATION'S NAME					
			LADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
66. INDIVIDUAL'S SURNAME	FIRST PERSO	NAL NAME	ADDITIO	INIC IN MICON	Ì
					t of the Debter's same)
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Info	ormation Change - provide	only one name (7a or 7b) (use exact, ful	l name, do not or	nit, modity, or appreviate any par	I of the Deptor 3 marrier
7a. ORGANIZATION'S NAME					
RAIT CMBS CONDUIT II, LLC					
7b. INDIVIDUAL'S SURNAME					
<u> </u>					
INDIVIDUAL'S FIRST PERSONAL NAME					
					SUFFIX
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)					
	ICITY		STATE	POSTAL CODE	COUNTRY
7c. MAILING ADDRESS	Philadeli	ohia	PA	19104	USA
2929 Arch St., 17th Fl.			TRESTATE :	covered collateral	ASSIGN collateral
8. COLLATERAL CHANGE: Also check one of these four boxes:	ADD collateral	DELETE collateral	Tucsivic .		-
tedianic polinioral:					

if	AME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor	
	9a. ORGANIZATION'S NAME  Rait Funding, LLC  9b. INDIVIDUAL'S SURNAME  ADDITIONAL NAME(S)/INITIAL(S)  SUFFIX	

10. OPTIONAL FILER REFERENCE DATA: Racine Center Reference No.: 4307.009 FILE WITH RACINE COUNTY, WI

## UCC FINANCING STATEMENT AMENDMENT ADDENDUM FOLLOW INSTRUCTIONS 11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 2385723 filed 7/18/14 12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form 12a. ORGANIZATION'S NAME Rait Funding, LLC 12b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit 13a. ORGANIZATION'S NAME RACINE SHOPPING CENTRE, LLC 13b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 14. ADDITIONAL SPACE FOR ITEM 8 (Collateral): Debtor: RACINE SHOPPING CENTRE, LLC 252 East Highland Avenue Milwaukee, WI 53202 New Secured Party: RAIT CMBS CONDUIT II, LLC 2929 Arch St., 17th Fl. Philadelphia, PA 19104 Prior Secured Party: RAIT FUNDING, LLC 2929 Arch St., 17th Fl. Philadelphia, PA 19104 17. Description of real estate: 15. This FINANCING STATEMENT AMENDMENT: covers timber to be cut covers as-extracted collateral is filed as a fixture filing 16. Name and address of a RECORD OWNER of real estate described in item 17 covering the property more specifically described on Exhibit "A", attached hereto and made a part hereof (if Debtor does not have a record interest): Property Address: 5201 and 5409 Washington Avenue, Mount Pleasant, WI; 1308 Ostergaard Avenue, Racine, Tax Map Nos.: 51-151-03-22-13-154-005, 276-00-00-13132-102, 276-00-00-13132-95 and 51-151-03-22-13-171-000

18. MISCELLANEOUS:

#### EXHIBIT A

#### LEGAL DESCRIPTION

#### Parcel I:

The East 30 feet of Parcel 1 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 of a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-154-005 Address: 5201 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel II:

Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 In Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 and a part of the North East 1/4 of the South West 1/4 of Section 13. Township 3 North, Range 22 East, Excepting Therefrom the following: Commence at the North West corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°7'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning, Also Excepting Therefrom: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2, 30.05 feet to the North East corner of Lot 1, Block 4, Highland Village No, 2, a recorded subdivision, said point being the place of beginning of the lands to be described; thence continuing North 89°10'36" West along said South line, 629.11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North 2°57'24" East along the West line of said Lot 3 extended, 28.00 feet to a point; thence South 89°10'36" East, and parallel to the South line of said Parcel 2, 626.63 feet to a point on the East line of Lot 1. Block 4, Highland Village No. 2, extended; thence South 2°07'30" East along said East line extended, 28.02 feet to the place of beginning. Said land being in the City of Racine, County of Racine, and State of Wisconsin.

Tax Key No. 13132-102

Address: 5201 Washington Avenue, Racine, WI 53406

Tax Key No. 13132-95

Address: 1308 Ostergaard Avenue, Racine, WI 53406

#### Parcel III:

All that part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East 1/4;

thence North 89°10'36" West along the North line of said South East 1/4, 2150.57 feet; thence South 02°07'30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 02°07'30" East, 327.40 feet; thence North 89°10'36" West and parallel to said North line, 157.34 feet; thence North 00°49'24" East 74.14 feet; thence North 89°10'36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 00°49'24" East, along the centerline of said party wall, 145.18 feet; thence South 89°10'36" East, 0.50 feet; thence North 00°49'24" East, 10.07 feet; thence North 89°10'36" West, 4.59 feet; thence North 00°49'24" East, 35.53 feet; thence North 89°10'36" West, 2.44 feet; thence North 00°49'24" East, 35.53 feet; thence South 89°10'36" East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-171-000 Address: 5409 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel (V:

Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 1236796 and 892282.

DOCUMENT # 2397568
RACINE COUNTY REGISTER OF DEEDS
January 05, 2015 11:56 AM



10. OPTIONAL FILER REFERENCE DATA:

Racine Center Reference No.: 4307.009 FILE WITH RACINE COUNTY, WI

UCC FINANCING STATEMENT AMENDMENT TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00 **FOLLOW INSTRUCTIONS** A. NAME & PHONE OF CONTACT AT FILER (optional) Barbara Basgall 405-236-0003 B. E-MAIL CONTACT AT FILER (optional) C. SEND ACKNOWLEDGMENT TO: (Name and Address) Anderson, McCoy & Orta PC 100 North Broadway, Suite 2600 Oklahoma City, OK 73102 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 1b. / This FINANCING STATEMENT AMENDMENT is to be filed (for record) 1a. INITIAL FINANCING STATEMENT FILE NUMBER Inis Filvarions of Attack (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13 2385723 filed 7/18/14 2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination 3. ASSIGNMENT (full): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8 4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law 5. PARTY INFORMATION CHANGE: AND Check one of these three boxes to: Check one of these two boxes: CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c This Change affects Debtor or Secured Party of record 6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b) 6a, ORGANIZATION'S NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX FIRST PERSONAL NAME OR 66. INDIVIDUAL'S SURNAME 7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not ornit, modify, or abbrewate any part of the Debtor's name) 7a. ORGANIZATION'S NAME Rait Funding, LLC 76. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME SUFFIX INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) COUNTRY POSTAL CODE STATE 7c. MAILING ADDRESS CITY 19104 USA PΑ Philadelphia 2929 Arch St., 17th Fl. ASSIGN collateral RESTATE covered collateral DELETE collateral 8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral 9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here 🔲 and provide name of authorizing Debtor 9a. ORGANIZATION'S NAME RAIT CMBS CONDUIT II, LLC ADDITIONAL NAME(S)/INITIAL(S) SUFFIX FIRST PERSONAL NAME OR 9b. INDIVIDUAL'S SURNAME

## UCC FINANCING STATEMENT AMENDMENT ADDENDUM FOLLOW INSTRUCTIONS 11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 2385723 filed 7/18/14 12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form 12a. ORGANIZATION'S NAME IRAIT CMBS CONDUIT II, LLC 12b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction Item 13): Provide only ong Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit 13a. ORGANIZATION'S NAME RACINE SHOPPING CENTRE, LLC ADDITIONAL NAME(S)/INITIAL(S) SUFFIX FIRST PERSONAL NAME 13b. INDIVIDUAL'S SURNAME 14. ADDITIONAL SPACE FOR ITEM 8 (Collateral): Debtor: RACINE SHOPPING CENTRE, LLC 252 East Highland Avenue Milwaukee, WI 53202 New Secured Party: RAIT FUNDING, LLC 2929 Arch St., 17th Fl. Philadelphia, PA 19104 Prior Secured Party: RAIT CMBS CONDUIT II, LLC 2929 Arch St., 17th Fl. Philadelphia, PA 19104 17. Description of real estate: 15. This FINANCING STATEMENT AMENDMENT: covering the property more specifically described on Covers limber to be cut Covers as-extracted collateral is filed as a fixture filing 16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest): Exhibit "A", attached hereto and made a part hereof Property Address: 5201 and 5409 Washington Avenue, Mount Pleasant, WI; 1308 Ostergaard Avenue, Racine, Tax Map Nos.: 51-151-03-22-13-154-005, 276-00-00-13132-102, 276-00-00-13132-95 and 51-151-03-22-13-171-000 18. MISCELLANEOUS:

#### EXHIBIT A

#### LEGAL DESCRIPTION

Parcel I:

The East 30 feet of Parcel 1 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 of a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-154-005 Address: 5201 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel II:

Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 In Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 and a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East, Excepting Therefrom the following: Commence at the North West comer of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°7'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning, Also Excepting Therefrom: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2, 30.05 feet to the North East corner of Lot 1, Block 4, Highland Village No. 2, a recorded subdivision, said point being the place of beginning of the lands to be described; thence continuing North 89°10'36" West along said South line, 629.11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North 2°57'24" East along the West line of said Lot 3 extended, 28.00 feet to a point; thence South 89°10'36" East, and parallel to the South line of said Parcel 2, 626.63 feet to a point on the East line of Lot 1, Block 4, Highland Village No. 2, extended; thence South 2°07'30" East along said East line extended, 28.02 feet to the place of beginning. Said land being in the City of Racine, County of Racine, and State of Wisconsin.

Tax Key No. 13132-102

Address: 5201 Washington Avenue, Racine, WI 53406

Tax Key No. 13132-95

Address: 1308 Ostergaard Avenue, Racine, WI 53406

#### Parcel III:

All that part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East 1/4;

thence North 89°10'36" West along the North line of said South East 1/4, 2150.57 feet; thence South 02°07'30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 02°07'30" East, 327.40 feet; thence North 89°10'36" West and parallel to said North line, 157.34 feet; thence North 00°49'24" East 74.14 feet; thence North 89°10'36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 00°49'24" East, along the centerline of said party wall, 145.18 feet; thence South 89°10'36" East, 0.50 feet; thence North 00°49'24" East, 10.07 feet; thence North 89°10'36" West, 4.59 feet; thence North 00°49'24" East, 62.05 feet; thence North 89°10'36" West, 2.44 feet; thence North 00°49'24" East, 35.53 feet; thence South 89°10'36" East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-171-000

Address: 5409 Washington Avenue, Mt. Pleasant, WI 53406

Parcel IV:

Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 1236796 and 892282.

DOCUMENT # 2397569 RACINE COUNTY REGISTER OF DEEDS January 05, 2015 11:56 AM

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX



9a, ORGANIZATION'S NAME Rait Funding, LLC

10. OPTIONAL FILER REFERENCE DATA:

Racine Center Reference No.: 4307.009 FILE WITH RACINE COUNTY, WI

OR 96 INDIVIDUAL'S SURNAME

UCC FINANCING STATEMENT AMENDMENT TYSON FETTES RACINE COUNTY REGISTER OF DEEDS FOLLOW INSTRUCTIONS A. NAME & PHONE OF CONTACT AT FILER (optional) Barbara Basgali 405-236-0003 Fee Amount: \$30.00 B. E-MAIL CONTACT AT FILER (optional) Fares: 4 C. SEND ACKNOWLEDGMENT TO: (Name and Address) Anderson, McCoy & Orta PC 100 North Broadway, Suite 2600 Oklahoma City, OK 73102 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] 1a. INITIAL FINANCING STATEMENT FILE NUMBER for recorded) in the REAL ESTATE RECORDS
Filer altach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13 2385723 filed 7/18/14 2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination 3. ASSIGNMENT (full) or partial). Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8 4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law 5. PARTY INFORMATION CHANGE: AND Check one of these three boxes to: Check one of these two boxes: This Change affects Debtor or Secured Party of record 6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b) 6a. ORGANIZATION'S NAME ADDITIONAL NAME(SI/INITIAL(S) OR 66 INDIVIDUAL'S SURNAME FIRST PERSONAL NAME 7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name) 7a ORGANIZATION'S NAME WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE* 7b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME SUFFIX INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) COUNTRY POSTAL CODE STATE 7c. MAILING ADDRESS 19890 USA DE Wilmington 1100 North Market Street ASSIGN collateral RESTATE covered collateral 8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral * FOR THE BENEFIT OF THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-C24 9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here  $\, igsqcup \,$  and provide name of authorizing Debtor

FIRST PERSONAL NAME

11. II 238	NITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Ar $85723$ filed $7/18/14$	mendment form	1			
12. N	NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 or	n Amendment f	form			
Ţ.	12a. ORGANIZATION'S NAME Rait Funding, LLC					
OR	12b. INDIVIDUAL'S SURNAME					
	FIRST PERSONAL NAME					
ľ	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX		SPACE IS FOR FILING OFFIC	
13. N	Name of DEBTOR on related financing statement (Name of a current Debt one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbre	tor of record rec eviate any part o	quired for indexi of the Debtor's	ng purposes only in name); see Instruction	some filing offices - see Instruction ite ons if name does not fit	m 13): Provide o
	138. ORGANIZATION'S NAME RACINE SHOPPING CENTRE, LLC					
	13b. INDIVIDUAL'S SURNAME	FIRST PERS	ONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
14. /	ADDITIONAL SPACE FOR ITEM 8 (Collateral):					
RAC 52 Milv	otor: CINE SHOPPING CENTRE, LLC East Highland Avenue waukee, WI 53202					
RAC 252 Milv Nev WIL HO Pric RA 292	CINE SHOPPING CENTRE, LLC East Highland Avenue	SECURITI	TEE FOR '	ГНЕ BENEF Т 2014-С24,	IT OF THE REGISTERE COMMERCIAL MORT	ED GAGE
RAC 252 Milv Nev WIL HO PAS 110 Will Pric RA 292 Phi	CINE SHOPPING CENTRE, LLC East Highland Avenue Vaukee, WI 53202  W Secured Party: LMINGTON TRUST, NATIONAL ASSOCIATION, A LDERS OF JPMBB COMMERCIAL MORTGAGE S SS-THROUGH CERTIFICATES, SERIES 2014-C24 10 North Market Street mington, DE 19890  or Secured Party: IT FUNDING, LLC 29 Arch St., 17th FI. Iladelphia, PA 19104	SECURIII	17. Descripti	on of real estate: g the propert "A", attached	y more specifically describered and made a par	ribed on t hereof on Avenue
RAC 252 Milly New WIL HO PAS 110 Willi Pric RA 292 Phi	CINE SHOPPING CENTRE, LLC East Highland Avenue vaukee, WI 53202  W Secured Party: LMINGTON TRUST, NATIONAL ASSOCIATION, A LDERS OF JPMBB COMMERCIAL MORTGAGE S SS-THROUGH CERTIFICATES, SERIES 2014-C2- 10 North Market Street mington, DE 19890  or Secured Party: IT FUNDING, LLC 29 Arch St., 17th Fl. Iladelphia, PA 19104  This Financing STATEMENT AMENDMENT:	SECURIII	17. Descripti covering Exhibit Propert Mount F WI	on of real estate: g the propert "A", attached y Address: 5 Pleasant, WI;	y more specifically desc	ribed on t hereof on Avenue ue, Racine

#### EXHIBIT A

#### LEGAL DESCRIPTION

Parcel I:

The East 30 feet of Parcel I of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 of a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-154-005 Address: 5201 Washington Avenue, Mt. Pleasant, WI 53406

Parcel II

Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 In Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 and a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East, Excepting Therefrom the following: Commence at the North West corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°7'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning, Also Excepting Therefrom: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2, 30.05 feet to the North East corner of Lot 1, Block 4, Highland Village No, 2, a recorded subdivision, said point being the place of beginning of the lands to be described; thence continuing North 89°10'36" West along said South line, 629.11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North 2°57'24" East along the West line of said Lot 3 extended, 28.00 feet to a point; thence South 89°10'36" East, and parallel to the South line of said Parcel 2, 626.63 feet to a point on the East line of Lot 1, Block 4, Highland Village No. 2, extended; thence South 2°07'30" East along said East line extended, 28.02 feet to the place of beginning. Said land being in the City of Racine, County of Racine, and State of Wisconsin.

Tax Key No. 13132-102

Address: 5201 Washington Avenue, Racine, WI 53406

Tax Key No. 13132-95

Address: 1308 Ostergaard Avenue, Racine, WI 53406

Parcel III:

All that part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East 1/4;

thence North 89°10'36" West along the North line of said South East 1/4, 2150.57 feet; thence South 02°07'30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 02°07'30" East, 327.40 feet; thence North 89°10'36" West and parallel to said North line, 157.34 feet; thence North 00°49'24" East 74.14 feet; thence North 89°10'36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 00°49'24" East, along the centerline of said party wall, 145.18 feet; thence South 89°10'36" East, 0.50 feet; thence North 00°49'24" East, 10.07 feet; thence North 89°10'36" West, 4.59 feet; thence North 00°49'24" East, 35.53 feet; thence South 89°10'36" West, 2.44 feet; thence North 00°49'24" East, 35.53 feet; thence South 89°10'36" East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-171-000

Address: 5409 Washington Avenue, Mt. Pleasant, WI 53406

Parcel IV:

Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 1236796 and 892282.

	Document # <b>2516411</b> RACINE COUNTY REGISTER OF DEEDS
	March 25, 2019 11:54 AM
UCC FINANCING STATEMENT AMENDMENT FOLLOW INSTRUCTIONS	77
A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	TYSON FETTES RACINE COUNTY REGISTER OF DEEDS
B. E-MAIL CONTACT AT FILER (optional)  CLS-CTLS Glendale Customer Service@wolterskluwer.com	Fee Amount: \$30,00 Pages: 4
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23814 - 23814-WELLS	3
Lien Solutions , 69056576	
P.O. Box 29071 Glendale, CA 91209-9071 WISC	
FIXTURE	·
File with: Racine, WI	THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY
1a. INITIAL FINANCING STATEMENT FILE NUMBER	Ib. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
2385723 7/18/2014 CC WI Racine  2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with	Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
Statement .	respect to the security interest(s) of Secured Party authorizing this Termination
3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of As For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8	signee in item 7c <u>and</u> name of Assignor in item 9
<ol> <li>CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the continued for the additional period provided by applicable law</li> </ol>	e security Interest(s) of Secured Party authorizing this Continuation Statement is
5. PARTY INFORMATION CHANGE:	
Check one of these two boxes:  AND Check one of these three box CHANGE name and/or ac	dress: CompleteADD name: Complete itemDELETE name: Give record name
This Change affects Debtor or Secured Party of record frem 6a or 6b; and item 7.  6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one	
52. ORGANIZATION'S NAME RACINE SHOPPING CENTER, LLC	
OR 6b. INDIVIDUAL'S SURNAME FIRST PERSONA	NAME ADDITIONAL NAME(SYINITIAL(S) SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only or	g name (7a of 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)
7a. ORGANIZATION'S NAME	
OR 75. INDIVIDUAL'S SURNAME	
INDIVIDUAL'S FIRST PERSONAL NAMÉ	<u> </u>
INDIVIDUAL'S ADDITIONAL NAME(SYINITIAL(S)	SUFFIX
7c MAILING ADDRESS CITY	STATE POSTAL CODE COUNTRY
8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral	DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral: LOAN # 302660034	
SEE EXHIBIT A LEGAL DESCRIPTION ATTACHED HERETO AND INCORPOR	ATED HEREIN BY THIS REFERENCE.
OCCUPATION OF THE PROPERTY OF	
<ol> <li>NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Pro- if this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing</li> </ol>	
93. ORGANIZATION'S NAME WILLMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE F	OR THE BENEFIT OF THE REGISTERED HOLDERS OF
OR JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C2	M COMMEDIAL MODICAGE DASS TUDOLICH

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: RACINE SHOPPING CENTER, LLC

302660034

69056576

## UCC FINANCING STATEMENT AMENDMENT ADDENDUM **FOLLOW INSTRUCTIONS** 11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 2385723 7/18/2014 CC WI Racine 12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 12b INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(SYINITIAL(S) THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit RACINE SHOPPING CENTER, LLC OR 13b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(SYINITIAL(S) SHEERY 14. ADDITIONAL SPACE FOR ITEM 8 (Collateral): Debtor Name and Address: RACINE SHOPPING CENTER, LLC - C/O SIEGEL-GALLAGHER MANAGEMENT COMPANY 252 EAST HIGHLAND AVENUE, MILWAUKEE, WI Secured Party Name and Address: WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-C24, - 1100 NORTH MARKET STREET, WILMINGTON, DE 19890 The complete information for Authorizer number 1 WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-C24 1100 NORTH MARKET STREET WILMINGTON, DE 19890 15. This FINANCING STATEMENT AMENDMENT: 17. Description of real estate: covers timber to be cut covers as-extracted collateral is filed as a fixture filing SEE ATTACHED. 16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):

WILMINGTON TRUST, NATIONAL

File with: Racine, WI

302660034

18. MISCELLANEOUS; 69056576-WI-101 23814-23814-WELLS FARGO CM

Debtor: RACINE SHOPPING CENTRE, LLC

Secured Party: RAIT FUNDING, LLC

#### EXHIBIT A

#### Parcel I:

The East 30 feet of Parcel 1 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 of a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-154-005

Address: 5201 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel II:

Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 In Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 and a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East, Excepting Therefrom the following: Commence at the North West corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°7'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning, Also Excepting Therefrom: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2, 30.05 feet to the North East corner of Lot 1, Block 4, Highland Village No. 2, a recorded subdivision, said point being the place of beginning of the lands to be described; thence continuing North 89°10'36" West along said South line, 629.11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North 2°57'24" East along the West line of said Lot 3 extended, 28.00 feet to a point; thence South 89°10'36" East, and parallel to the South line of said Parcel 2, 626.63 feet to a point on the East line of Lot 1, Block 4, Highland Village No. 2, extended; thence South 2°07'30" East along said East line extended, 28.02 feet to the place of beginning. Said land being in the City of Racine, County of Racine, and State of Wisconsin.

Tax Key No. 13132-102

Address: 5201 Washington Avenue, Racine, WI 53406

Tax Key No. 13132-95

Address: 1308 Ostergaard Avenue, Racine, WI 53406

#### Parcel III:

All that part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East 1/4; thence North 89°10'36" West along the North line of said South East 1/4, 2150.57 feet; thence

South 02°07'30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 02°07'30" East, 327.40 feet; thence North 89°10'36" West and parallel to said North line, 157.34 feet; thence North 00°49'24" East 74.14 feet; thence North 89°10'36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 00°49'24" East, along the centerline of said party wall, 145.18 feet; thence South 89°10'36" East, 0.50 feet; thence North 00°49'24" East, 10.07 feet; thence North 89°10'36" West, 4.59 feet; thence North 00°49'24" East, 62.05 feet; thence North 89°10'36" West, 2.44 feet; thence North 00°49'24" East, 35.53 feet; thence South 89°10'36" East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-171-000 Address: 5409 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel IV:

Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 1236796 and 892282.

TVEDN FETTER

Return to: Todd T. Nelson Antonopoulos Legal Group LLC N35 W23877 Highfield Court Suite 100 Pewaukee, WI 53072 TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Fages: 13

(For Recorder's Use Only)

3-13

# SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (JPMBB 2014-C24, Loan No. 302660034)

THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT (this "Agreement") is entered into as of June 19th, 2015 (the "Effective Date"), among WILMINGTON TRUST, NATIONAL ASSOCIATION, A NATIONAL ASSOCIATION, INCORPORATED AND EXISTING UNDER THE LAWS OF THE UNITED STATES, AS TRUSTEE FOR THE REGISTERED HOLDERS OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-C24 ("Lender"), whose address is c/o Wells Fargo Bank, N.A., Wells Fargo Commercial Mortgage Servicing, MAC D 1086-120, 550 South Tryon Street, 12th Floor, Charlotte, North Carolina 28202 (Re: JPMBB 2014-C24, Loan No. 302660034), CHICK-FIL-A, INC., a Georgia corporation ("Tenant"), whose address is 5200 Buffington Road, Atlanta Georgia 30349. Attention: Property Management - Real Estate Legal, copy to 5200 Buffington Road. Atlanta, Georgia 30349, Attention: Real Estate Legal Department - FSU Division, and copy to Troutman Sanders LLP, 600 Peachtree Street, NE, Suite 5200, Atlanta, GA 30308, Attention: Anthony Greene, Esq., and RACINE SHOPPING CENTRE, LLC, a Wisconsin limited liability company ("Landlord"). whose address is Grand Duchess at Saint Patrick's, 132 Saint Patrick's Road, #08-10, Singapore 424212, Attention: Gilberto Cabral, copy to Siegel-Gallagher, 252 East Highland Avenue, Milwaukee, Wisconsin 53202, Attention: Kevin Hannan, and copy to Stuper & Schuster, S.C., 633 West Wisconsin Avenue, Suite 1800, Milwaukee, Wisconsin 53072, Attention: Todd T. Nelson, Esq., with reference to the following facts:

- A. Landlord owns the real property known as the Racine Center and having a street address of 5201-5409 Washington Avenue, Mount Pleasant, Wisconsin 53406, such real property, including all buildings, improvements, structures and fixtures located thereon, (all or any portion thereof being referred to herein as the "Landlord's Premises"), as more particularly described on Exhibit A.
- B. RAIT Funding, LLC, a Delaware limited liability company ("Original Lender") made a loan to Landlord in the original principal amount of \$7,100,000.00 (the "Loan").
- C. To secure the Loan, Landlord encumbered Landlord's Premises by entering into that certain Mortgage and Security Agreement dated as of July 17, 2014, in favor of Original Lender (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed

MIAMI 4548173.3 80419/46292 EXECUTION COPY from time to time, the "Security Instrument") recorded on July 18, 2014 as Document Number 2385721 in the applicable land records of Racine County, Wisconsin.

- D. Lender is now the holder of the Security Instrument and has authority to enter into this Agreement.
- E. Pursuant to a Ground Lease dated as of April 3, 2015 together with any amendments, modifications and renewals approved in writing by Lender to the extent such approval is required by the Security Instrument (the "Lease"), Landlord demised to Tenant a portion of Landlord's Premises ("Tenant's Premises").
- F. Lender has been requested by Landlord and Tenant to enter into this Agreement, and Tenant and Lender desire to agree upon the relative priorities of their interests in Landlord's Premises and their rights and obligations if certain events occur.

NOW, THEREFORE, for good and sufficient consideration, Tenant and Lender agree:

- 1. <u>Definitions</u>. The following terms shall have the following meanings for purposes of this Agreement:
  - 1.1. "Construction-Related Obligation" means any obligation of Former Landlord (as hereinafter defined) under the Lease to make, pay for, or reimburse Tenant for any alterations, demolition, or other improvements or work at Landlord's Premises, including Tenant's Premises. "Construction-Related Obligation" shall not include: (a) reconstruction or repair following any fire, casualty or condemnation which occurs after the date of attornment hereunder, but only to the extent of the insurance or condemnation proceeds actually received by Successor Landlord for such reconstruction and repair, less Successor Landlord's actual expenses in administering such proceeds; or (b) day-to-day maintenance and repairs.
  - 1.2. "Foreclosure Event" means (a) foreclosure under the Security Instrument; (b) any other exercise by Lender of rights and remedies (whether under the Security Instrument or under applicable law, including bankruptcy law) as holder of the Loan and/or the Security Instrument, as a result of which Successor Landlord becomes owner of Landlord's Premises; or (c) delivery by Former Landlord to Lender (or its designee or nominee) of a deed or other conveyance of Former Landlord's interest in Landlord's Premises in lieu of any of the foregoing.
  - 1.3. "Former Landlord" means Landlord and/or any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.
  - 1.4. "Offset Right" means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or other applicable law) from acts or omissions of Former Landlord and/or from Former Landlord's breach or default under the Lease.

- 1.5. "Rent" means any fixed rent, base rent or additional rent under the Lease.
- 1.6. "Successor Landlord" means any party that becomes owner of Landlord's Premises as the result of a Foreclosure Event.
- 1.7. "Termination Right" means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Former Landlord's breach or default under the Lease.
- 2. <u>Subordination</u>. The Lease, and all right, title and interest of the Tenant thereunder and of the Tenant to and in the Landlord's Premises, are, shall be, and shall at all times remain, subject and subordinate to the Security Instrument, the lien imposed by the Security Instrument, and all advances made under the Security Instrument.
- 3. Payment to Lender. In the event Tenant receives written notice (the "Rent Payment Notice") from Lender or from a receiver for the Landlord's Premises that there has been a default under the Security Instrument and that rentals due under the Lease are to be paid to Lender or to the receiver (whether pursuant to the terms of the Security Instrument or of that certain Assignment of Rents and Leases executed by Landlord as additional security for the Loan), Tenant shall pay to Lender or to the receiver, or shall pay in accordance with the directions of Lender or of the receiver, all Rent and other monies due or to become due to Landlord under the Lease, notwithstanding any contrary instruction, direction or assertion of Former Landlord. Landlord hereby expressly and irrevocably directs and authorizes Tenant to comply with any Rent Payment Notice, notwithstanding any contrary instruction, direction or assertion of Landlord, and Landlord hereby releases and discharges Tenant of and from any liability to Landlord on account of any such payments. The delivery by Lender or the receiver to Tenant of a Rent Payment Notice, or Tenant's compliance therewith, shall not be deemed to: (i) cause Lender to succeed to or to assume any obligations or responsibilities as landlord under the Lease, all of which shall continue to be performed and discharged solely by the applicable Landlord unless and until any attornment has occurred pursuant to this Agreement; or (ii) relieve the applicable Former Landlord of any obligations under the Lease. Tenant shall be entitled to rely on any Rent Payment Notice. Tenant shall be under no duty to controvert or challenge any Rent Payment Notice. Tenant's compliance with a Rent Payment Notice shall not be deemed to violate the Lease. Tenant shall be entitled to full credit under the Lease for any Rent paid to Lender pursuant to a Rent Payment Notice to the same extent as if such Rent were paid directly to Former Landlord.

#### 4. Nondisturbance, Recognition and Attornment.

4.1. No Exercise of Security Instrument Remedies against Tenant. So long as (i) the Lease has not expired or otherwise been terminated by Former Landlord and (ii) there is no existing default under or breach of the Lease by Tenant that has continued beyond applicable cure periods (an "Event of Default"), Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default under the Security Instrument unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Former Landlord or prosecuting such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise diminish or interfere with Tenant's rights under the Lease or this Agreement in such action.

- Nondisturbance and Attornment. So long as (i) the Lease has not expired or otherwise 4.2. been terminated by Former Landlord, and (ii) a default or event of default beyond any applicable notice, cure or grace periods under the Lease has not occurred that is continuing, then, if and when Successor Landlord takes title to Landlord's Premises: (a) Successor Landlord shall not terminate or disturb Tenant's possession of Tenant's Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as affected by this Agreement; (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant; and (e) Successor Landlord shall have all the rights and remedies of the landlord under the Lease, including, without limitation, rights or remedies arising by reason of any event of default by Tenant under the Lease, whether occurring before or after the Successor Landlord takes title to the Landlord's Premises.
- 4.3. <u>Protection of Successor Landlord</u>. Notwithstanding anything to the contrary in the Lease or the Security Instrument, neither Lender nor Successor Landlord shall be liable for or bound by any of the following matters:
  - a. Claims against Former Landlord. Any Offset Right or Termination Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment. The foregoing shall not limit Tenant's right to exercise against Successor Landlord any Offset Right or Termination Right otherwise available to Tenant because of events occurring (i) before the date of attornment that are non-monetary in their genesis of which Tenant has timely given Lender a copy of the Default Notice set forth in Section 5.1 below and are continuing, and (ii) after the date of attornment.
  - b. <u>Construction-Related Obligations</u>. Any Construction-Related Obligation of Former Landlord.
  - c. <u>Prepayments</u>. Any payment of Rent that Tenant may have made to Former Landlord for more than the current month.
  - d. <u>Payment; Security Deposit</u>. Any obligation: (a) to pay Tenant any sum(s) that any Former Landlord owed to Tenant or (b) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Lender or to Successor Landlord.
  - e. <u>Modification, Amendment or Waiver</u>. Any modification or amendment of the Lease with respect to the amount of rent, term or permitted use or uses under the Lease, or any waiver of any terms of the Lease, made without Lender's written consent if such consent is required by the Security Instrument.
  - f. <u>Surrender, Etc.</u> Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed between Former Landlord

and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease.

- g. <u>Partial Lease Assignment</u>. Any assignment of one or more provisions of the Lease or the beneficial interest therein not constituting the whole of the Lease.
- h. <u>Covenants</u>. Any covenants or obligations of or applicable to Former Landlord to the extent they apply to or affect any property other than Landlord's Premises.

#### 5. Lender's Right to Cure.

- 5.1. Notice to Lender. Copies of all notices given by Tenant to Former Landlord of a breach of or default under the Lease by Former Landlord shall also be simultaneously provided to Lender. Notwithstanding anything to the contrary in the Lease or this Agreement or the Security Instrument, before exercising any Termination Right or Offset Right, Tenant shall provide Lender with notice of the breach or default by Former Landlord giving rise to same (the "Default Notice") and, thereafter, the opportunity to cure such breach or default as provided for below.
- 5.2. <u>Lender's Cure Period</u>. After Lender receives a Default Notice, Lender shall have a period of thirty (30) days beyond the time available to Former Landlord under the Lease in which to cure the breach or default by Former Landlord, or, in the event that such cure cannot be completed within such cure period, Lender shall have such reasonable period of time as is required to diligently prosecute such cure to its completion. Lender shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Former Landlord.
- 6. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement, the Lease shall be deemed to have been automatically amended to provide that Successor Landlord's obligations and liabilities under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in Landlord's Premises from time to time, including insurance and condemnation proceeds (except to the extent reinvested in the Landlord's Premises), Successor Landlord's interest in the Lease, and the proceeds from any sale or other disposition of Landlord's Premises by Successor Landlord (collectively, "Successor Landlord's Interest"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.

## 7. Miscellaneous.

7.1. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and given by personal delivery or by nationally recognized overnight courier service that regularly maintains records of items delivered. Each party's address is as set forth in the opening paragraph of this Agreement, subject to

- change by notice under this paragraph. Notices shall be effective upon delivery if sent by personal delivery and the next business day after being sent by overnight courier service.
- 7.2. Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. Upon assignment of the Security Instrument by Lender, all liability of the Lender/assignor shall terminate.
- 7.3. Entire Agreement. This Agreement constitutes the entire agreement between Lender and Tenant and Landlord regarding the subordination of the Lease to the Security Instrument and the rights and obligations of Tenant, Lender and Landlord as to the subject matter of this Agreement.
- 7.4. Interaction with Lease and with Security Instrument. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of non-disturbance agreements by the holder of, the Security Instrument. Lender confirms that Lender has consented to Landlord's entering into the Lease.

### 7.5. Lender's Rights and Obligations.

- a. Except as expressly provided for in this Agreement, Lender shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Lender under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement.
- b. Neither this Agreement, the Security Instrument or any of the related loan documents, nor the Lease shall, prior to any acquisition of Landlord's Premises by Lender, operate to give rise to or create any responsibility or liability for the control, care, management or repair of the Landlord's Premises upon the Lender, or impose responsibility for the carrying out by Lender of any of the covenants, terms or conditions of the Lease, nor shall said instruments operate to make Lender responsible or liable for any waste committed on the Landlord's Premises by any party whatsoever, or for dangerous or defective conditions of the Landlord's Premises, or for any negligence in the management, upkeep, repair or control of the Landlord's Premises, which may result in loss, injury or death to Tenant, or to any tenant, licensee, invitee, guest, employee, agent or stranger.
- c. Lender may assign to any person or entity its interest under the Security Instrument and/or the related loan documents, without notice to, the consent of, or assumption of any liability to, any other party hereto. In the event Lender becomes the Successor Landlord, Lender may assign to any other party its interest as the Successor Landlord without the consent of any other party hereto.
- 7.6. <u>Landlord's Rights and Obligations</u>. Nothing herein contained is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord under the

Lease, including upon the occurrence of an Event of Default by Tenant under the Lease. This Agreement shall not alter, waive or diminish any of Landlord's obligations under the Security Instrument, any of the related loan documents, or the Lease.

- 7.7. Option or Right to Purchase Landlord's Premises or the Loan. Notwithstanding any other provision contained herein, this Agreement does not constitute an agreement by nor a consent of Lender to any provision whatsoever in the Lease allowing or providing for any right or option to Tenant, any affiliate of Tenant or any successor or assignee of Tenant to purchase, in whole or in part, either Landlord's Premises or the Loan or any of the instruments or documents evidencing the Loan or securing payment of the Loan and neither Lender nor any assignee of or successor to Lender shall be bound in any way by any such right or option.
- 7.8. <u>Interpretation: Governing Law.</u> The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the state where the Landlord's Premises are located, excluding its principles of conflict of laws.
- 7.9. <u>Amendments</u>. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the parties hereto.
- 7.10. <u>Due Authorization</u>. Each party represents that it has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.
- 7.11. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 7.12. Attorneys' Fees. All costs and attorneys' fees incurred in the enforcement hereof shall be paid by the non-prevailing party.
- 7.13. <u>Headings</u>. The headings in this Agreement are intended to be for convenience of reference only, and shall not define the scope, extent or intent or otherwise affect the meaning of any portion hereof.
- WAIVER OF JURY TRIAL. THE TENANT AND THE LANDLORD EACH HEREBY 7.14. KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AFTER CAREFUL CONSIDERATION AND AN OPPORTUNITY TO SEEK LEGAL ADVICE, WAIVE THEIR RESPECTIVE RIGHTS TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY OF THE PROVISIONS OF THIS AGREEMENT, OR ANY OTHER DOCUMENTS IN CONJUNCTION HEREWITH, ANY TRANSACTION EXECUTED CONTEMPLATED BY THIS AGREEMENT, THE LANDLORD'S PREMISES, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE LANDLORD, TENANT OR LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER TO ENTER INTO THIS AGREEMENT.

7.15. <u>Limitation of Tenant's Right of First Offer</u>. Tenant's Right of First Offer set forth in Section 22 of the Lease shall not apply to an offer of Landlord to sell the entirety of Landlord's Premises inclusive of Tenant's Premises.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, this Agreement has been duly executed by Lender, Tenant and Landlord as of the Effective Date.

#### LENDER:

WILMINGTON TRUST, NATIONAL ASSOCIATION, A NATIONAL **BANKING** ASSOCIATION, **INCORPORATED** EXISTING UNDER THE LAWS OF THE UNITED STATES, AS TRUSTEE FOR THE REGISTERED **HOLDERS** OF **JPMBB COMMERCIAL** MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL MORTGAGE PASS-THROUGH **CERTIFICATES, SERIES 2014-C24.** 

Ву:		ers, LLC, a Florida limited liability in Florida corporation, its attorney in
	fact	P d
	Ву:	mud
	Name:	Amold Shulkin
	Title	Vice President

STATE OF FLORIDA )
)
COUNTY OF MIAMI-DADE )
·
The foregoing instrument was acknowledged before me this 17 day of 10th, 2015, by
The foregoing instrument was acknowledged before me this 19th day of New 2015, by Arnold Shulkin as Vice President of LNR Partners, LLC, a Florida limited
liability company, a Florida corporation, as attorney-in-fact for WILMINGTON TRUST, NATIONAL
ASSOCIATION, A NATIONAL BANKING ASSOCIATION, INCORPORATED AND EXISTING
UNDER THE LAWS OF THE UNITED STATES, AS TRUSTEE FOR THE REGISTERED HOLDERS
OF JPMBB COMMERCIAL MORTGAGE SECURITIES TRUST 2014-C24, COMMERCIAL
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-C24 on behalf of the trust. He is
·
personally known to me or has produced a driver's license as identification

Angela Ospina
COMMISSION #EE 870820
EXPIRES: FEB. 03, 2017
WWW. AARONNOTARY.com

NOTARY PUBLIC, STATE OF FLORIDA

Angela Ospina

Print or Stamp Name of Notary

My Commission Expires:

02-03-17

[Notarial Seal]

	CHICK-FIL-A, INC., a Georgia corporation
	By: b. Lym Ratar
	Name: D. Lynn Chastain
	Title: Senior Vice President and General Counsel
	And
	Name: Philip A. Barrett  Title: Vice President, Corporate Financial Services
	vice Fresideni, Corputate Financiai Services
STATE OF GEORGIA )	
COUNTY OF Fulton	
The foregoing instrument was acknown 2015, by B. (Jn. Chaslain Vice fresident of CHICK-FIL-A, INC., or	as Sr. Vice hes beyond Philip A Barrett as a behalf of the corporation. Each is personally known to
me or has produced a driver's license as identifi	ication.
	NOTARY PUBLIC, STATE OF GEORGIA
	NOTARY PUBLIC, STATE OF GEORGIA
	Print or Stamp Name of Notary
My Commission Expires:	[Notarial Seal] S EXPIRES GEORGIA Jan. 23, 2017
	PUBLIC KALB COVI
	"Allenda"

TENANT:

## LANDLORD:

RACINE SHOPPING CENTRE, LLC, a Wisconsin limited liability company

	************	a maomity company
	Ву:	Racine Marketplace, Inc., a Wisconsin corporation, its Managing Member
**		By: Gilberto Cabral Title: Secretary
		Title. <u>Beeretary</u>
REPUBLIC OF )		
SINGAPORE )		
by Gilberto Cabral as Secretary of	of Racine chalf of th	efore me this 11 day of May, 2015, Marketplace, Inc. as the Managing Member of the limited liability company He/She is personally ification.
	NOTA	RY PUBLIC, REPUBLIC OF SINGAPORE
	Print o	r Stamp Name of Notary
My Commission Expires:		[Notarial Seal]
		GOH TIONG YONG GEORGE JP, BBM Justice of Peace

#### **EXHIBIT A**

#### LEGAL DESCRIPTION

#### Parcel I:

The East 30 feet of Parcel 1 of Certified Survey Map No. 1256 recorded on August 4, 1987 in Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 of a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-154-005

Address: 5201 Washington Avenue, Mt. Plcasant, WI 53406

#### Parcel II:

Parcel 2 of Certified Survey Map No. 1256 recorded on August 4, 1987 In Volume 3 of Certified Survey Maps, at Page 658, as Document No. 1236708, being a division of a part of the North West 1/4 of the South East 1/4 and a part of the North East 1/4 of the South West 1/4 of Section 13, Township 3 North, Range 22 East, Excepting Therefrom the following: Commence at the North West corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°7'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the South West corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning. Also Excepting Therefrom: All that part of Parcel 2, Certified Survey Map No. 1256, being a part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the South East corner of said Parcel 2; thence North 89°10'36" West along the South line of said Parcel 2, 30.05 feet to the North East corner of Lot 1. Block 4. Highland Village No. 2, a recorded subdivision, said point being the place of beginning of the lands to be described; thence continuing North 89°10'36" West along said South line, 629.11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North 2°57'24" East along the West line of said Lot 3 extended, 28.00 feet to a point; thence South 89°10'36" East, and parallel to the South line of said Parcel 2, 626.63 feet to a point on the East line of Lot 1, Block 4, Highland Village No. 2, extended; thence South 2°07'30" East along said East line extended, 28.02 feet to the place of beginning. Said land being in the City of Racine, County of Racine, and State of Wisconsin.

Tax Key No. 13132-102

Address: 5201 Washington Avenue, Racine, WI 53406

Tax Key No. 13132-95

Address: 1308 Ostergaard Avenue, Racine, WI 53406

#### Parcel III:

All that part of the South East 1/4 of Section 13, Township 3 North, Range 22 East, which is bounded and described as follows: Commencing at the North East corner of said South East 1/4;

thence North 89°10'36" West along the North line of said South East 1/4, 2150.57 feet; thence South 02°07'30" East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South 02°07'30" East, 327.40 feet; thence North 89°10'36" West and parallel to said North line, 157.34 feet; thence North 00°49'24" East 74.14 feet; thence North 89°10'36" West, 0.50 feet to a point on the centerline of an existing party wall; thence North 00°49'24" East, along the centerline of said party wall, 145.18 feet; thence South 89°10'36" East, 0.50 feet; thence North 00°49'24" East, 10.07 feet; thence North 89°10'36" West, 4.59 feet; thence North 00°49'24" East, 62.05 feet; thence North 89°10'36" West, 2.44 feet; thence North 00°49'24" East, 53.53 feet; thence South 89°10'36" East, 147.53 feet to the place of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No. 51-151-03-22-13-171-000 Address: 5409 Washington Avenue, Mt. Pleasant, WI 53406

#### Parcel IV:

Non-exclusive easements for ingress and egress and for parking as contained in instruments recorded as Document Nos. 1236796 and 892282.