



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 1:09 pm
Last Revised on:1/22/20 1:09 pm
Printed on:1/22/20 1:09 pm

Applicant Information

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

Sales Representative:Craig Haskins

Property Information

(Note: values below are from the tax roll)

Effective Date: 12/23/2019 at 8:00 am

Owner(s) of record:B & K Enterprises, Inc., a Wisconsin Corporation

Property address:5415 Washington Avenue (Parcel I); 5335 Washington Avenue (Parcel II), 5423 Washington Avenue (Parcel III), Mt Pleasant, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: Parcel I: Lot 2 of Certified Survey Map No. 3295 as recorded in the office of the Register of Deeds for Racine County, Wisconsin on June 6, 2018 in Volume 10 of Certified Survey Maps, at Page 878, as Document No. 2495476, being a re-division of Lot 1 of Certified Survey Map No. 3206, 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. 3295 as recorded in the office of the Register of Deeds for Racine County, Wisconsin on June 6, 2018 in Volume 10 of Certified Survey Maps, at Page 878, as Document No. 2495476, being a re-division of Lot 1 of Certified Survey Map No. 3206, 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 2 of Certified Survey Map No. 3206 as recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 5, 2016 in Volume 10 of Certified Survey Maps, at Page 525, as Document No. 2438793, being a part of the Northeast ¼ of the Southwest ¼ and the Northwest ¼ of the Southeast 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.

Tax Key No: 151-03-22-13-170-200 (2019 tax roll) from part of 151-03-22-13-170-010 (2018 tax roll) (Parcel I); 151-03-22-13-170-100 (2019 tax roll) from part of 151-03-22-13-170-010 (2018 tax roll) (Parcel II) and 151-03-22-13-170-020 (Parcel III)

Mortgages / Leases / Land Contracts / UCC

Rights of lessees under unrecorded leases, if any.

Memorandum of Lease and other matters contained in instrument recorded March 15, 2018, as Document No. 2488792.

Memorandum of Lease and other matters contained in instrument recorded February 5, 2018, as Document No. 2486014.

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.





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Easements, restrictions and other matters shown on Certified Survey Map No. 3206 recorded July 5, 2016, in Volume 10 of Certified Survey Maps, at Page 525, as Document No. 2438793.

Easements, restrictions and other matters shown on Certified Survey Map 3295 recorded June 6, 2018 as Document No. 2495476.

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 recorded May 22, 1964, in Volume 821, Page 136, as Document No. 770021.

Covenants, Conditions, Restrictions and other matters contained in the instrument recorded January 16, 1963 in Volume 767, Page 485 as Document No. 746704. Along with Affidavit recorded May 22, 1964, in Volume 821, Page 138, as Document No. 770022.

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 recorded May 22, 1964, in Volume 821, Page 144, as Document No. 770025.

Award of Damages and other matters contained in the instrument recorded February 13, 1963 in Volume 770, Page 222 as Document No. 747822. Along with Affidavit recorded May 22, 1964, in Volume 821, Page 140, as Document No. 770023.

Access restrictions and other matters contained in Deed recorded August 21, 2001 as Document No. 1787154.

Covenants, conditions, restrictions, options, easements and other matters contained in Easements and Memoranda of Covenants and Options recorded May 29, 1964 as Document No. 770346.

Covenants, conditions, restrictions, options, easements and other matters contained in Easements and Memoranda of Covenants and Options recorded May 29, 1964 as Document No. 770347.

Party wall rights of the owner of the premises adjoining the subject premises on the East with respect to the wall upon the East boundary line of the subject premises under that certain Agreement executed between G.P. Schoenfelder and B. & K. Enterprises, Inc., a Wisconsin corporation, dated December 30, 1987 and recorded December 30, 1987, as Document No. 1247182.

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

Access restrictions and other matters contained in Covenant and Agreement recorded October 22, 1965 as Document No. 796863.

Cross Easement Agreement and other matters contained in the instrument recorded November 15, 1971 in Volume 1111, Page 431 as Document No. 892282. Along with Easement Agreement recorded April 29, 2016, as Document No. 2433609.

Grant of Easement and Dedication and other matters contained in the instrument recorded May 12, 1975 as Document No. 955695.

Restrictive Covenant and other matters contained in the instrument recorded December 30, 1987 in Volume 1896, Page 617 as Document No. 1247184. Along with Agreement with Respect to Restrictive Covenant recorded May 10, 1988, in Volume 1912, Page 366, as Document No. 1255871. Also along with Assignment of Rights Under Restrictive Covenant recorded April 20, 1992, in Volume 2144, Page 400, as Document No. 1372701.

Shared Driveway Mutual Agreement and other matters contained in the instrument recorded December 6, 2001 in Volume 3313, Page 2 as Document No. 1803368. Along with First Amendment to Shared Driveway Mutual Agreement recorded February 25, 2013 as Document No. 2345121.

Easement Agreement and other matters contained in the instrument recorded December 2, 2014 as Document No. 2395408.





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Easement Agreement and other matters contained in the instrument recorded December 2, 2014 as Document No. 2395409.

Distribution Easement Underground and Overhead and other matters contained in the instrument recorded March 5, 2015 as Document No. 2401783.

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

Sanitary Sewer Easement and other matters contained in the instrument recorded September 14, 2015 as Document No. 2417503.

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

Distribution Easement Gas and other matters contained in the instrument recorded May 31, 2017 as Document No. 2465918.

Sidewalk Indemnification and other matters contained in the instrument recorded December 21, 2017 as Document No. 2482854.

Distribution Easement Underground and other matters contained in the instrument recorded March 29, 2018 as Document No. 2490001.

Distribution Easement Underground and other matters contained in the instrument recorded October 3, 2018 as Document No. 2504874.

Resolution establishing the Mt. Pleasant Storm Water Utility District and dissolving the Mt. Pleasant Storm Drainage District No. 1 and other matters contained in the instrument recorded April 27, 2009 as Document No. 2210698.

Judgments / Liens

None

General Taxes

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

Taxes for the year 2018 and all prior years are paid.

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

Other Matters

None

Footnotes

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

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



Knight Barry

TITLE GROUP

Integrity. Experience. Innovation.

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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).



①

2019 Property Record | Racine County, WI

Assessed values not finalized until after Board of Review
Property information is valid as of 1/16/2020 3:57:12 PM

<p style="text-align: center;">Owner Address</p> <p>B & K ENTERPRISES INC , 924 E JUNEAU AV STE 622 MILWAUKEE, WI 53202</p>	<p style="text-align: center;">Owner</p> <p>B & K ENTERPRISES INC</p>																																											
<p style="text-align: center;">Property Information</p> <p><u>Parcel ID:</u> 151-032213170200</p> <p><u>Document #</u> 2495476</p> <p><u>Tax Districts:</u> UNIFIED SCHOOL DISTRICT</p>	<p style="text-align: center;">Property Description</p> <p><i>For a complete legal description, see recorded document.</i></p> <p>PT SW1/4 & SE1/4 CSM 3295 V10 PG878 DOC#2495476 LOT 2 FROM 151032213170010 IN 2018 FOR 2019 ROLL **TOTAL ACRES** 6.325</p> <p><u>Municipality:</u> 151-VILLAGE OF MT PLEASANT</p> <p><u>Property Address:</u> 5415 WASHINGTON AVE</p>																																											
<table style="width: 100%;"> <tr> <th style="text-align: left;">Tax Information</th> <th style="text-align: right;">Print Tax Bill</th> </tr> <tr> <td style="text-align: left;"><u>Installment</u></td> <td style="text-align: right;"><u>Amount</u></td> </tr> <tr> <td>First:</td> <td style="text-align: right;">72,408.10</td> </tr> <tr> <td>Second:</td> <td style="text-align: right;">67,279.00</td> </tr> <tr> <td>Third:</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Total Tax Due:</td> <td style="text-align: right;">139,687.10</td> </tr> <tr> <td>Base Tax:</td> <td style="text-align: right;">134,627.08</td> </tr> <tr> <td>Special Assessment:</td> <td style="text-align: right;">5,127.42</td> </tr> <tr> <td>Lottery Credit:</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>First Dollar Credit:</td> <td style="text-align: right;">67.40</td> </tr> <tr> <td>Amount Paid: (View payment history info below)</td> <td style="text-align: right;">72,408.10</td> </tr> <tr> <td>Current Balance Due:</td> <td style="text-align: right;">67,279.00</td> </tr> <tr> <td>Interest:</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Total Due:</td> <td style="text-align: right;">67,279.00</td> </tr> </table>	Tax Information	Print Tax Bill	<u>Installment</u>	<u>Amount</u>	First:	72,408.10	Second:	67,279.00	Third:	0.00	Total Tax Due:	139,687.10	Base Tax:	134,627.08	Special Assessment:	5,127.42	Lottery Credit:	0.00	First Dollar Credit:	67.40	Amount Paid: (View payment history info below)	72,408.10	Current Balance Due:	67,279.00	Interest:	0.00	Total Due:	67,279.00	<p style="text-align: center;">Land Valuation</p> <table style="width: 100%;"> <tr> <th style="text-align: left;">Code</th> <th style="text-align: left;">Acres</th> <th style="text-align: left;">Land</th> <th style="text-align: left;">Impr.</th> <th style="text-align: left;">Total</th> </tr> <tr> <td>2</td> <td>6.33</td> <td>\$2,017,900</td> <td>\$5,214,100</td> <td>\$7,232,000</td> </tr> <tr> <td></td> <td>6.33</td> <td>\$2,017,900</td> <td>\$5,214,100</td> <td>\$7,232,000</td> </tr> </table> <p><u>Assessment Ratio:</u> 1.0269663420</p> <p><u>Fair Market Value:</u> 7042100.00</p>	Code	Acres	Land	Impr.	Total	2	6.33	\$2,017,900	\$5,214,100	\$7,232,000		6.33	\$2,017,900	\$5,214,100	\$7,232,000
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*No data found for Delinquent Tax Summary in 2019



Racine County

Owner (s):

B & K ENTERPRISES INC

Location:

Section, Sect. 13, T3N, R22E

Mailing Address:

B & K ENTERPRISES INC
924 E JUNEAU AV STE 622
MILWAUKEE, WI 53202

School District:

4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

151-03-22-13-170-200 151-VILLAGE OF MT PLEASANT Active

Alternate Tax Parcel Number: Acres:

6.3250

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

PT SW1/4 & SE1/4 CSM 3295 V10 PG878 DOC#2495476 LOT 2 FROM 151032213170010 IN 2018 FOR 2019
ROLL **TOTAL ACRES 6.325**

Site Address (es): *(Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)***5415 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	\$139,687.10	\$72,408.10	\$67,279.00	\$0.00	\$0.00	\$67,279.00
Total						\$67,279.00

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

11

2019 Property Record | Racine County, WI

Assessed values not finalized until after Board of Review
Property information is valid as of 1/16/2020 3:56:09 PM

<p style="text-align: center;">Owner Address</p> <p>B & K ENTERPRISES INC , 924 E JUNEAU AV STE 622 MILWAUKEE, WI 53202</p>	<p style="text-align: center;">Owner</p> <p>B & K ENTERPRISES INC</p>																																											
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*No data found for Delinquent Tax Summary, Payment History in 2019



Racine County

Owner (s):

B & K ENTERPRISES INC

Location:

Section, Sect. 13, T3N, R22E

Mailing Address:

B & K ENTERPRISES INC**924 E JUNEAU AV STE 622****MILWAUKEE, WI 53202**

School District:

4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

151-03-22-13-170-100 151-VILLAGE OF MT PLEASANT Active

Alternate Tax Parcel Number: Acres:

0.6670

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

PT SE1/4 CSM 3295 V10 PG878 DOC#2495476 LOT 1 FROM 151032213170010 IN 2018 FOR 2019 ROLL****TOTAL ACRES** 0.667**Site Address (es): *(Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)***5335 WASHINGTON AVE RACINE, WI**

0 Lottery credits claimed

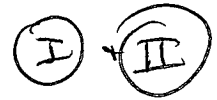
Tax History

* Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2019	\$8,576.62	\$0.00	\$8,576.62	\$0.00	\$0.00	\$8,576.62
Total						\$8,576.62

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

Racine County



Owner (s):

B & K ENTERPRISES INC

Location:

Section, Sect. 13, T3N, R22E

Mailing Address:

B & K ENTERPRISES INC**924 E JUNEAU AV STE 622****MILWAUKEE, WI 53202**

School District:

4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

~~151-03-22-13-170-010~~**151-VILLAGE OF MT PLEASANT****Inactive**

Alternate Tax Parcel Number: Acres:

6.9910

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

PT SW1/4 & SE1/4 CSM 3206 V10 PG525 LOT 1 FROM 151032213170000 IN 2016 FOR 2017 ROLL **TOTAL ACRES 6.991 TO 151032213170100 & 151032213170200 IN 2018 FOR 2019 ROLL REMOVE FOR 2019 #2495476 CSM 3295**

Site Address (es): *(Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)***5415 WASHINGTON AVE RACINE, WI 53406**

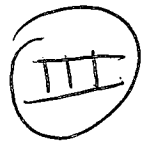
0 Lottery credits claimed

Tax History

* Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2018	\$142,031.95	\$142,031.95	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$143,300.61	\$143,300.61	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

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

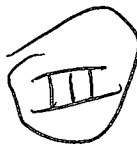


2019 Property Record | Racine County, WI

Assessed values not finalized until after Board of Review
Property information is valid as of 1/16/2020 4:00:28 PM

Owner Address		Owner				
B & K ENTERPRISES INC , 924 E JUNEAU AV STE 622 MILWAUKEE, WI 53202		B & K ENTERPRISES INC				
Property Information		Property Description				
Parcel ID: 151-032213170020		For a complete legal description, see recorded document.				
Document #: SM_82649		PT SW1/4 & SE1/4 CSM 3206 V10 PG525 LOT 2 FROM 151032213170000 IN 2016 FOR 2017 ROLL **TOTAL ACRES** 0.687				
Tax Districts: UNIFIED SCHOOL DISTRICT		Municipality: 151-VILLAGE OF MT PLEASANT				
		Property Address: 5423 WASHINGTON AVE				
Tax Information		Land Valuation				
Print Tax Bill						
Installment	Amount	Code	Acres	Land	Impr.	Total
First:	11,211.04	2	0.69	\$448,900	\$711,100	\$1,160,000
Second:	10,763.00		0.69	\$448,900	\$711,100	\$1,160,000
Third:	0.00					
Total Tax Due:	21,974.04	Assessment Ratio: 1.0269663420				
Base Tax:	21,593.94	Fair Market Value: 1129500.00				
Special Assessment:	447.50					
Lottery Credit:	0.00					
First Dollar Credit:	67.40					
Amount Paid: (View payment history info below)	21,974.04					
Current Balance Due:	0.00					
Interest:	0.00					
Total Due:	0.00					
Special Assessment Detail						
Code	Description	Amount				
21	21 - FIRE/AMBULANCE	62.50				
24	24 - STORM WATER UTILITY FEE	385.00				
		447.50				
Payment History						
Date	Receipt	Amount	Interest	Penalty	Total	
1/8/2020	213618	21974.04	0.00	0.00	21974.04	

*No data found for Delinquent Tax Summary in 2019



Racine County

Owner (s):

B & K ENTERPRISES INC

Location:

Section, Sect. 13, T3N, R22E

Mailing Address:

B & K ENTERPRISES INC**924 E JUNEAU AV STE 622****MILWAUKEE, WI 53202**

School District:

4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

151-03-22-13-170-020 151-VILLAGE OF MT PLEASANT Active

Alternate Tax Parcel Number: Acres:

0.6870

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

PT SW1/4 & SE1/4 CSM 3206 V10 PG525 LOT 2 FROM 151032213170000 IN 2016 FOR 2017 ROLL **TOTAL ACRES 0.687**Site Address (es): *(Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)***5423 WASHINGTON AVE RACINE, WI 53405**

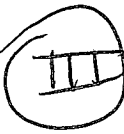
0 Lottery credits claimed

Tax History

* Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2019	\$21,974.04	\$21,974.04	\$0.00	\$0.00	\$0.00	\$0.00
2018	\$22,387.72	\$22,387.72	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$8,036.21	\$8,036.21	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

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



Racine County

Owner (s):

B & K ENTERPRISES INC

Location:

Section, Sect. 13, T3N, R22E

Mailing Address:

B & K ENTERPRISES INC**924 E JUNEAU AV STE 622****MILWAUKEE, WI 53202-0000**

School District:

4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

~~151-03-22-13-170-000~~ 151-VILLAGE OF MT PLEASANT Inactive

Alternate Tax Parcel Number: Acres:

7.51

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

PT SE1/4 & SW1/4 COM 2150 W 77 S OF E1/4 COR TH S342 W147 S350 W601 NE380 E167 N150 W125 NE68 NE153 E103 S145 E161 N145 E196 TO POB EXC S24 ALSO EXC PROP DESC IN V1897P370 AS AN EXCEPTION & EXC V3239P991 PT TO 008032213225001 IN 01 FOR 02 ROLL **TOTAL ACRES 7.51 TO 151032213170010 & 151032213170020 IN 2016 FOR 2017 ROLL REMOVE FOR 2017 #2438793 CSM 3206**

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

5415 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
2016	\$139,799.55	\$139,799.55	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$127,052.56	\$127,052.56	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$124,370.75	\$124,370.75	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$129,703.05	\$129,703.05	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$138,935.44	\$138,935.44	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$131,906.31	\$131,906.31	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$95,711.12	\$95,711.12	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$105,011.58	\$105,011.58	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

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

SPECIAL WARRANTY DEED

THE STATE OF TEXAS)

:SS

COUNTY OF DALLAS)

KNOW ALL MEN BY THESE PRESENTS:

THAT the ANNUITY BOARD OF THE SOUTHERN BAPTIST CONVENTION ("Grantor"), formerly the RELIEF AND ANNUITY BOARD OF THE SOUTHERN BAPTIST CONVENTION, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, to it paid by B. & K. ENTERPRISES, INC., a Wisconsin corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Grantee all that certain tract of land situated in Racine County, Wisconsin more particularly described in the attached "EXHIBIT A";

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and the Grantor does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND all and singular the property unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming the same, or any part thereof, by, through or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty deed to be executed in its name and on its behalf senior on this the 27th day of September, 1977, by its vice president hereunto duly authorized and attested by its secretary.

ANNUITY BOARD OF THE SOUTHERN
BAPTIST CONVENTION

[CORPORATE SEAL]

Marvin T. York, Jr.
Senior Vice President

Register's Office
Racine County, Wis.

1012135

Received for Record

day of

A.D. 1977 at 1:37

Booked

and recorded in Volume

1405

at 1:37

on page 554

ATTEST

Gary S. Nash
Secretary

THE STATE OF TEXAS)

:SS.

COUNTY OF DALLAS)

Stanley F. Bialicki
Notary Public

24.00

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

Marvin T. York, Jr. and Gary S. Nash

senior vice president and secretary, known to me to be the persons and

Return to:

HERITAGE BANK OF MILWAUKEE
435 E. MASON STREET
MILWAUKEE, WISCONSIN 53202

1012135

1405-552

Oct 4, 1977

officers whose names are subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ANNUITY BOARD OF THE SOUTHERN BAPTIST CONVENTION, a Texas nonprofit corporation, and that they executed the same as the act of such corporation for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th
day of September, 1977.



Louie Harris
Notary Public in and for Dallas
County, Texas
My Commission Expires: 10-31-78

Drafted by
ALAN H. STEINMETZ
of FOLEY & LARDNER

EXHIBIT A

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 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

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 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.

Wisconsin Real Estate Transfer Tax \$ 1,450

G. P. Schoenfelder

quit-claims to

B & K Enterprises, Inc., a Wisconsin Corporation

the following described real estate in Racine County,
State of Wisconsin:

The purpose of this deed is to correct the easterly
legal boundary of the easterly portion of the real
property now owned by grantee pursuant to a certain
agreement between the parties dated 12/30/87.

Register's Office
Racine County, Wis. } SS
Received for Record 5th day of
January, A.D. 1988 at 2:51
o'clock P. M. and recorded in Volume 1897
of Record on page 370

Shelan M. Schuttner
Register of Deeds

RETURN TO

Ambassador Title

Tax Parcel No:

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.

EXCEPTING THEREFROM THE FOLLOWING:

See Exempt 77.20 #3

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 Key Nos. 51-008-03-22-13-171-000 and 51-008-03-22-13-170-000

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

Added to

Dated this 30th day of December, 1987.

(SEAL)

G. P. Schoenfelder by James W. Hill
his Attorney in Fact

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s)

authenticated this day of, 1987

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY

John U. Schneider

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

Racine County.

Personally came before me this 30th day of
December, 1987 the above namedG. P. Schoenfelder by James W. Hill
his Attorney in Factto me known to be the person
who executed the
foregoing instrument and acknowledged the same

David J. Holden

Notary Public Racine County, Wis.
My Commission is permanent. (If not, state expiration
date: 7-10, 1989)

VOL 1897 PAGE 370

I
II

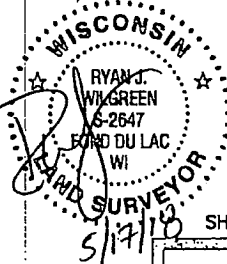
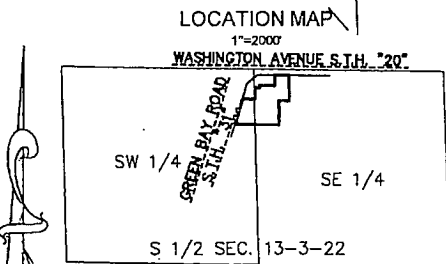
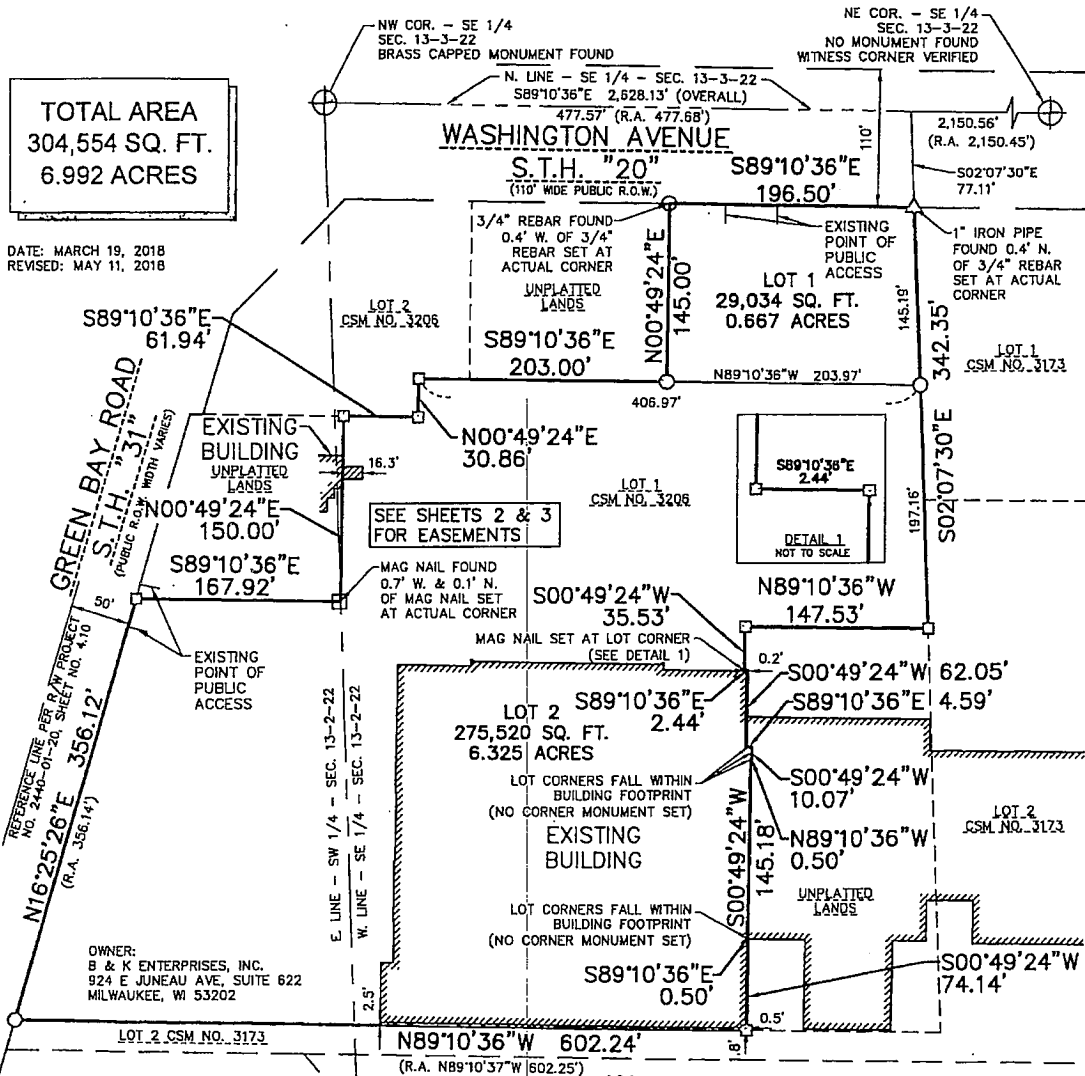
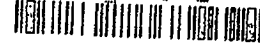
VOL 10 PAGE 878

CERTIFIED SURVEY MAP 3295

FOR
B & K ENTERPRISES, INC.

LOT 1 OF CERTIFIED SURVEY MAP NO. 3206, 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, RACINE
COUNTY, WISCONSIN.

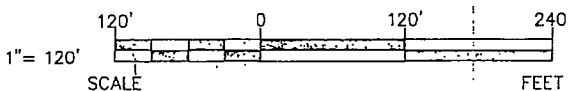
TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$36.00
Pages: 5



- LEGEND**
- - 3/4" x 18" REBAR SET WEIGHING 1.50 LBS/FT.
 - - 3/4" REBAR FOUND
 - △ - 1" IRON PIPE FOUND
 - - MAG NAIL SET
 - - MAG NAIL FOUND
 - ⊕ - SECTION CORNER MONUMENT

SHEET 1 OF 5 SHEETS

NORTH POINT REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE NORTH LINE OF THE SOUTHEAST QUARTER HAS A RECORDED BEARING OF SOUTH 89°-10'-36" EAST.



EXCEL
ENGINEERING
SURVEYING GROUP
PROJECT NO. 1742600

Always a Better Plan

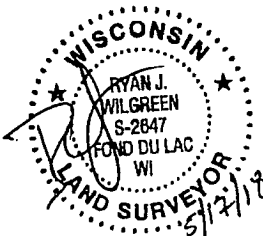
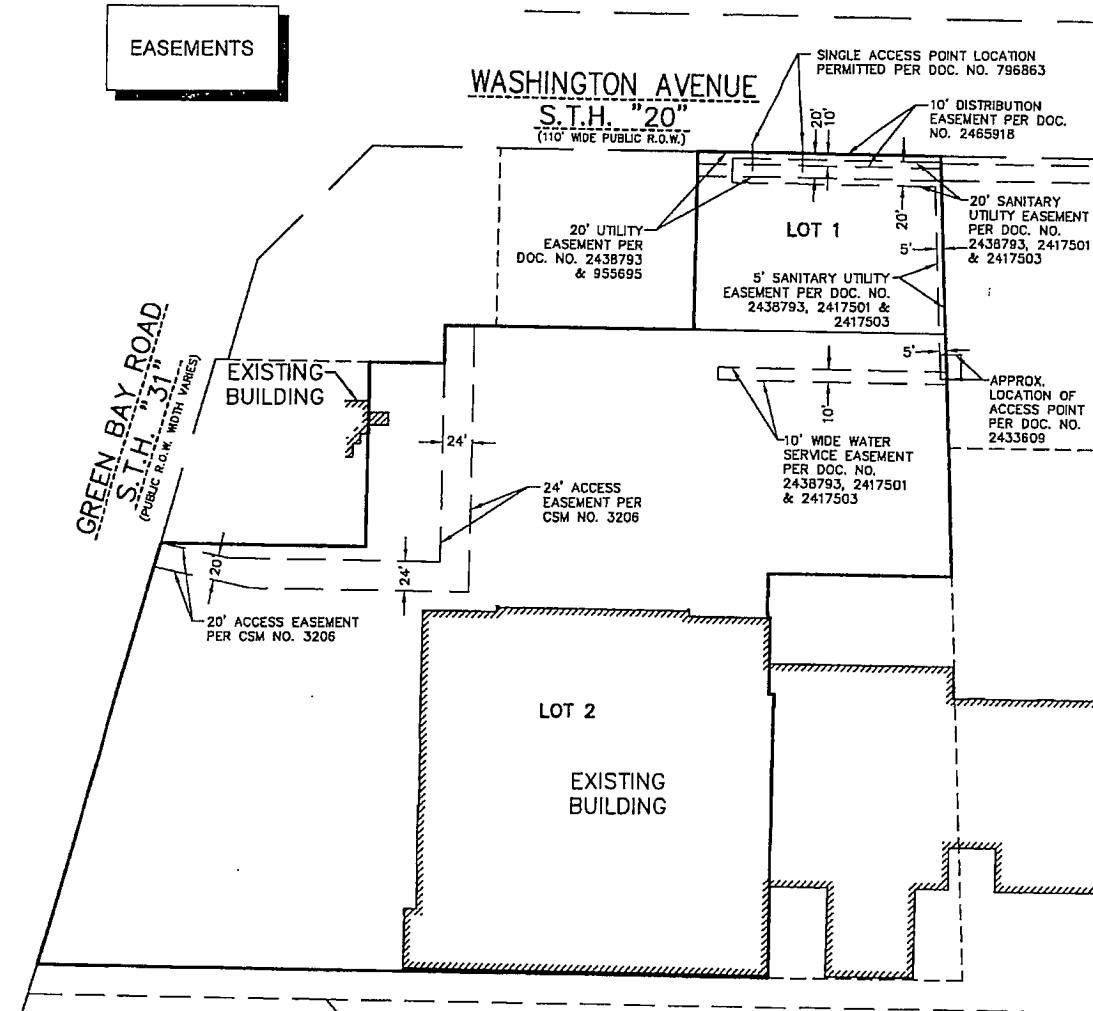
100 CAMELOT DRIVE
FOND DU LAC, WI 54935
PHONE: (920) 926-9800
FAX: (920) 926-9801

CERTIFIED SURVEY MAP 33015

FOR
B & K ENTERPRISES, INC.

LOT 1 OF CERTIFIED SURVEY MAP NO. 3206, 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, RACINE
COUNTY, WISCONSIN.

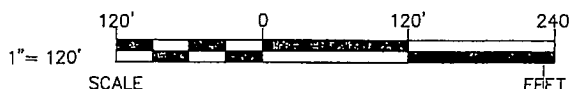
EASEMENTS



OWNER:
B & K ENTERPRISES, INC.
924 E JUNEAU AVE, SUITE 622
MILWAUKEE, WI 53202

SHEET 2 OF 5 SHEETS

NORTH POINT REFERENCED TO THE WISCONSIN STATE PLANE
COORDINATE SYSTEM, SOUTH ZONE. THE NORTH LINE OF THE
SOUTHEAST QUARTER HAS A RECORDED BEARING OF SOUTH
89°-10'-36" EAST.



EXCEL
ENGINEERING
SURVEYING GROUP
PROJECT NO. 1742600

Always a Better Plan

100 CAMBLOT DRIVE
FOND DU LAC, WI 54935
PHONE: (920) 925-9800
FAX: (920) 925-9801

CERTIFIED SURVEY MAP 3295

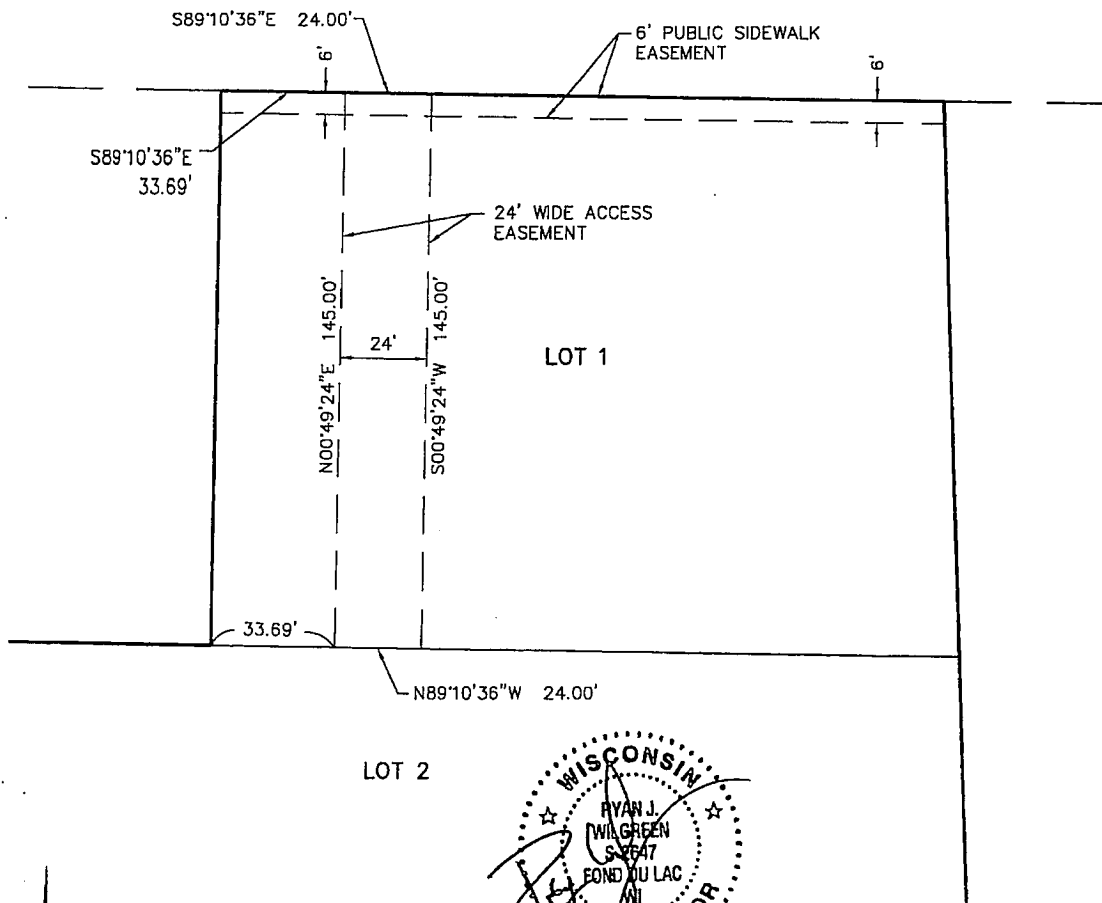
FOR

B & K ENTERPRISES, INC.

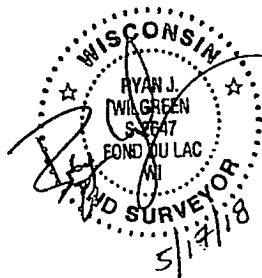
LOT 1 OF CERTIFIED SURVEY MAP NO. 3206, LOCATED
IN THE NW 1/4 OF THE SE 1/4 AND THE NE 1/4 OF
THE SW 1/4, SECTION 13, TOWNSHIP 3 NORTH, RANGE
22 EAST, VILLAGE OF MOUNT PLEASANT, RACINE
COUNTY, WISCONSIN.

EASEMENTS

WASHINGTON AVENUE
S.T.H. "20"



LOT 2

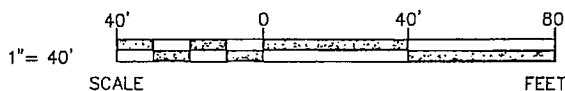


OWNER:
B & K ENTERPRISES, INC.
924 E JUNEAU AVE, SUITE 622
MILWAUKEE, WI 53202

SHEET 3 OF 5 SHEETS



NORTH POINT REFERENCED TO THE WISCONSIN STATE PLANE
COORDINATE SYSTEM, SOUTH ZONE. THE NORTH LINE OF THE
SOUTHEAST QUARTER HAS A RECORDED BEARING OF SOUTH
89°-10'-36" EAST.



EXCEL
ENGINEERING, INC.
SURVEYING GROUP
PROJECT NO. 1742600

Always a Better Plan
100 CAMELOT DRIVE
FOND DU LAC, WI 54935
PHONE: (920) 926-9600
FAX: (920) 926-9801

CERTIFIED SURVEY MAP NO. 3295

LOT 1 OF CERTIFIED SURVEY MAP NO. 3206, 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, RACINE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

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

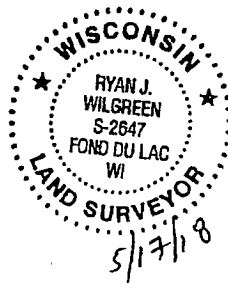
That I have surveyed, divided and mapped a parcel of land described below.


That I have made such Certified Survey under the direction of B & K Enterprises, Inc., bounded
and described as follows:

Lot 1 of Certified Survey Map No. 3206 recorded in the Racine County Register of Deeds Office
in Volume 10, Pages 525-529 as Document No. 2438793, 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, Racine County, Wisconsin.

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 in surveying, dividing, and mapping the
same.




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: 1742600

CERTIFIED SURVEY MAP NO. 3295

LOT 1 OF CERTIFIED SURVEY MAP NO. 3206, 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, RACINE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

B & K Enterprises, Inc., a Wisconsin corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as Owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided and mapped as represented on this plat.

B & K Enterprises, Inc., as owner, does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

1. Village of Mount Pleasant

WITNESS the hand and seal of said owner on this 1st day of June, 2018.

IN PRESENCE OF:

Reginald Horsman
Witness

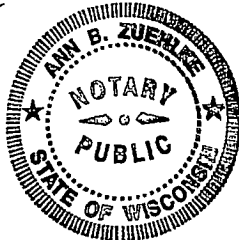
B & K Enterprises, Inc.

By:

Daniel Bader, Vice President

STATE OF Wisconsin)
Milwaukee COUNTY) SS

Personally came before me this 1st day of June, 2018, the above named Daniel Bader, Vice President of B & K Enterprises, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.



Ann B. Zuercher
Notary Public, Milwaukee County, WI

My Commission Expires: 10-5-19

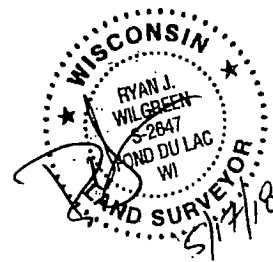
VILLAGE OF MOUNT PLEASANT CERTIFICATE

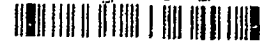
Approved as a Certified Survey Map this 6 day of June, 2018.

Stephanie Kohlhaugen
Stephanie Kohlhaugen
Village Clerk/Treasurer

SHEET 5 OF 5 SHEETS

All of: 151-03-22-13-170-010
To:
Lot 1: 151-03-22-13-170-100
Lot 2: 151-03-22-13-170-200

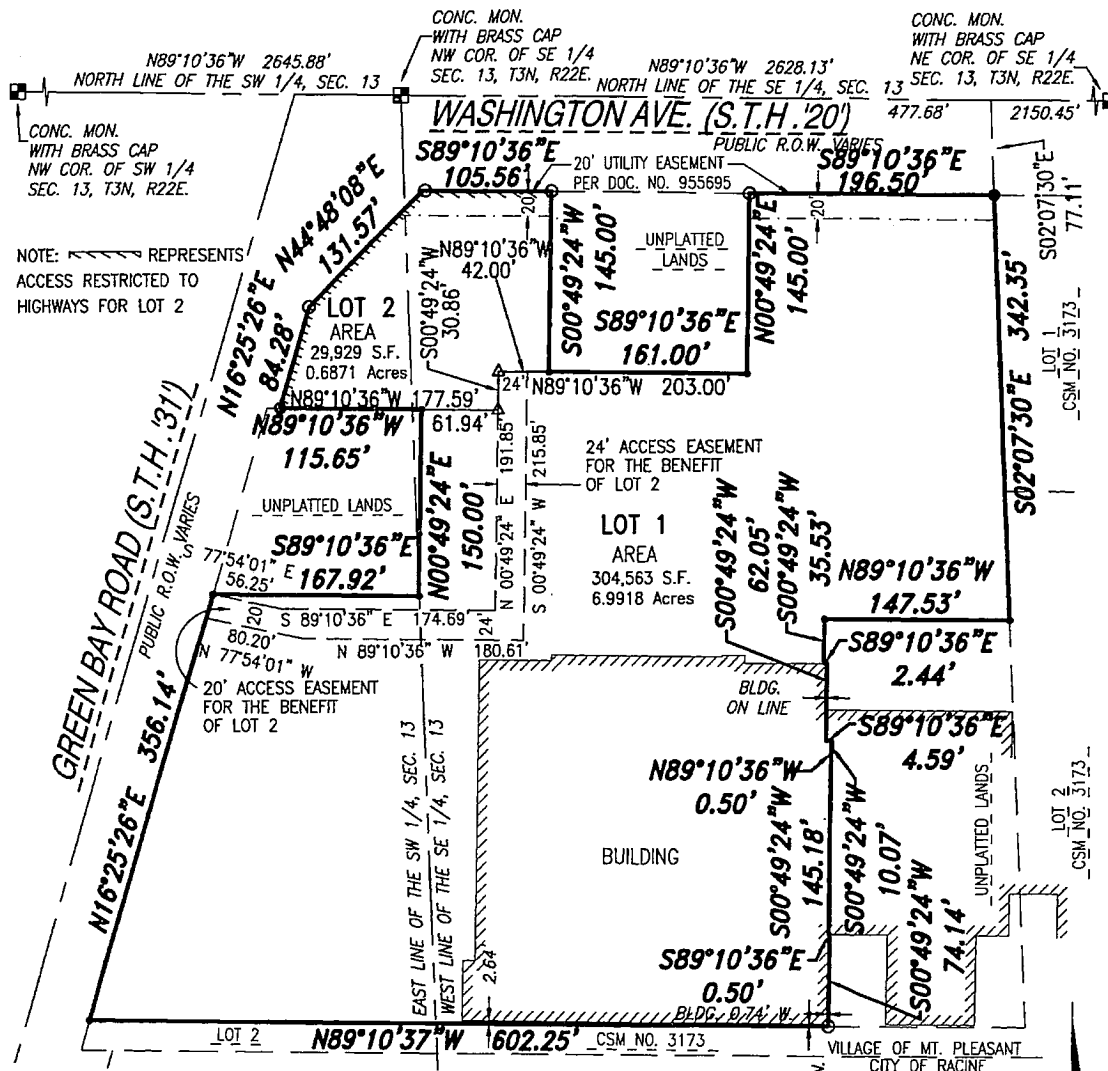




III

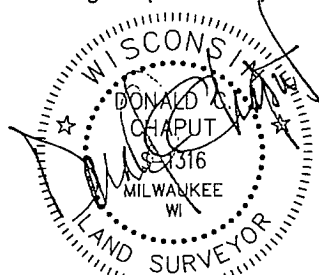
CERTIFIED SURVEY MAP NO. 3206

A part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 13, Town 3 North, Range 22 East, in the Village of Mount Pleasant, Racine County, Wisconsin.



Bearings are referenced to grid North of the Wisconsin State Plane Coordinate System (South Zone) NAD 27, in which the North line of the Southeast 1/4 of Section 13, Town 3 North, Range 22 East, bears N89°10'36"W.

Zoning: B-2 (Community Business)



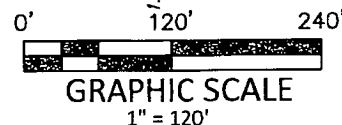
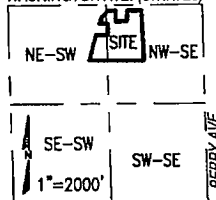
March 10, 2016
Revised: April 7, 2016
Revised: May 26, 2016

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

VICINITY MAP

E 1/2 OF SW 1/4 & W 1/2 OF SE 1/4
SEC. 13, T3N, R22E.

WASHINGTON AVE. (S.T.H. '20')



See sheet 2 for additional easements

- Indicates found 1" iron pipe, unless otherwise noted.
- Indicates found 3/4" iron rod.
- Indicates found mag nail.
- ▲ Indicates set mag nail.

Subdivider: B & K Enterprises Inc.
924 E Juneau Ave, Suite 622
Milwaukee, WI 53202

CHAPUT LAND SURVEYS LLC

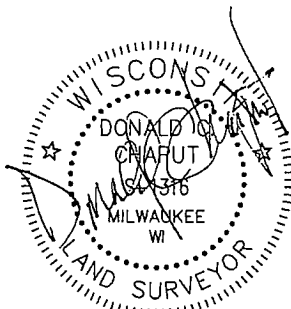
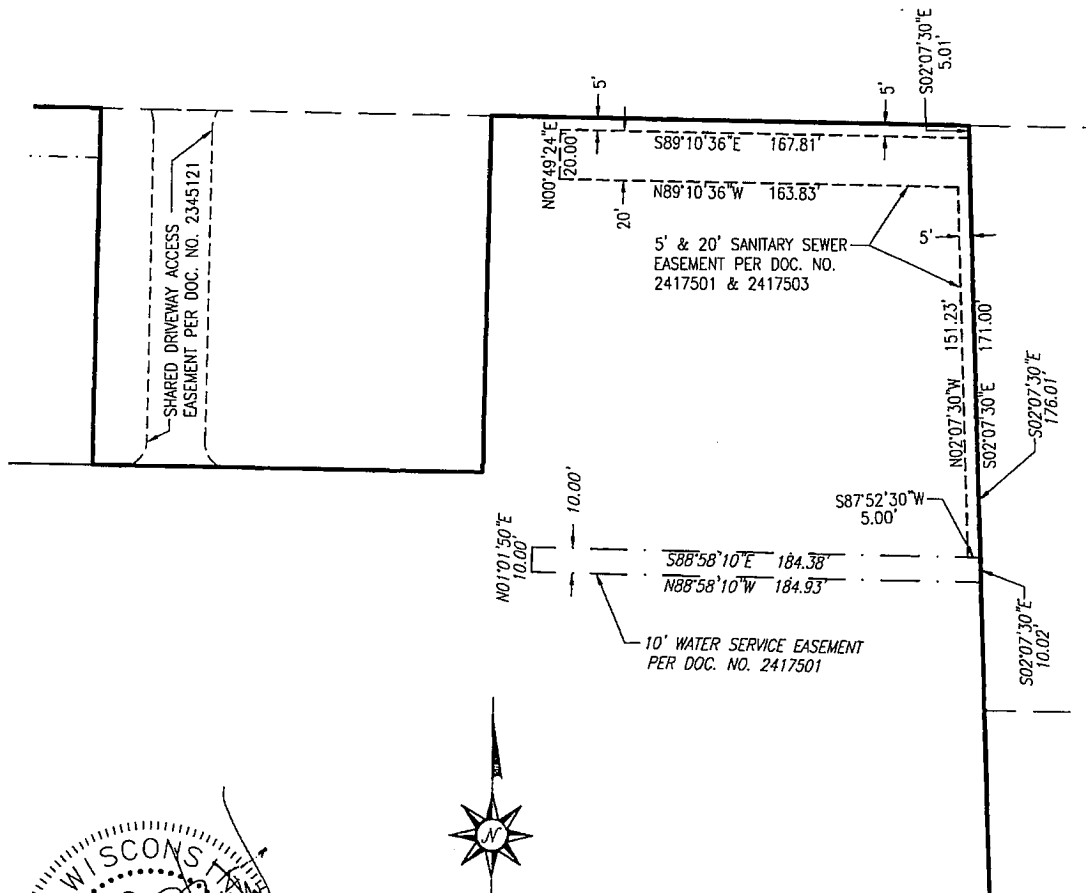
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

Sheet 1 of 5 Sheets
Drawing No. 1280-tjn

CERTIFIED SURVEY MAP NO. 3206

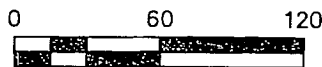
A part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 13, Town 3 North, Range 22 East, in the Village of Mount Pleasant, Racine County, Wisconsin.

WASHINGTON AVE. (S.T.H. '20')



March 10, 2016
Revised: April 7, 2016
Revised: May 26, 2016

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316



GRAPHIC SCALE

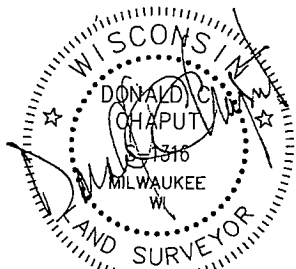
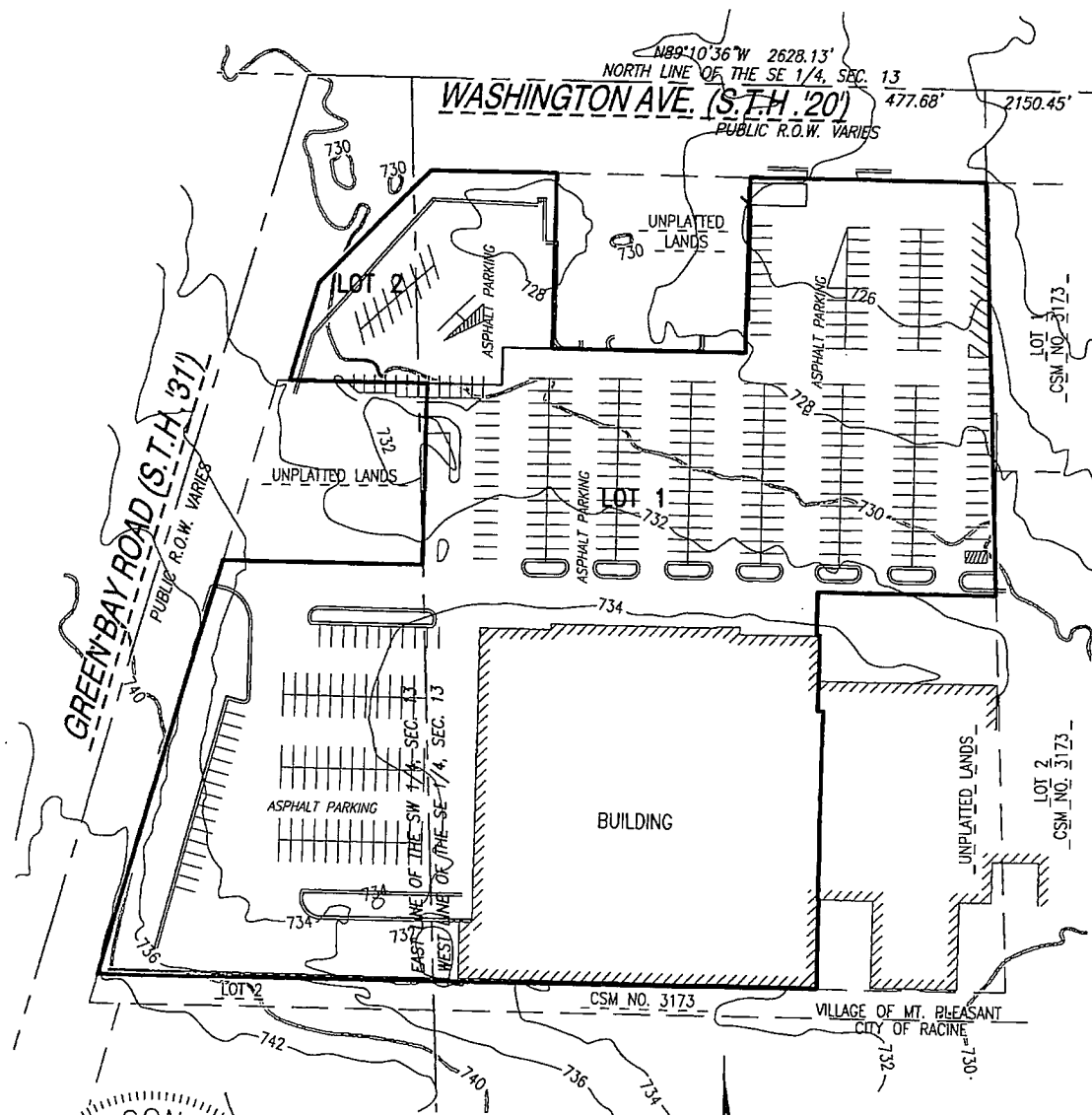
1" = 60'

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

Sheet 2 of 5 Sheets
Drawing No. 1280-tjn

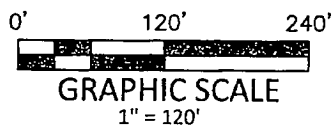
CERTIFIED SURVEY MAP NO. 3206

A part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 13, Town 3 North, Range 22 East, in the Village of Mount Pleasant, Racine County, Wisconsin.



March 10, 2016
Revised: April 7, 2016
Revised: May 26, 2016

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316



CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

CERTIFIED SURVEY MAP NO. 3206

A part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 13, Town 3 North, Range 22 East, in the Village of Mount Pleasant, Racine County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
:SS
MILWAUKEE COUNTY}

I, DONALD C. CHAPUT, a Professional land surveyor, do hereby certify:

THAT I have survey, divided and mapped a part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 13, Town 3 North, Range 22 East, in the Village of Mount Pleasant, Racine County, Wisconsin, bounded and described as follows:

COMMENCING at the Northeast corner of the Southeast 1/4 of said Section; thence North 89°10'36" West along the North line of the Southeast 1/4 of said Section 2150.45 feet to a point; thence South 02°07'30" East 77.11 feet to the point of beginning of lands to be described; thence continuing South 02°07'30" East along 342.35 feet to a point; thence North 89°10'36" West 147.53 feet to a point; thence South 00°49'24" West 35.53 feet to a point; thence South 89°10'36" East 2.44 feet to a point; thence South 00°49'24" West 62.05 feet to a point; thence South 89°10'36" East 4.59 feet to a point; thence South 00°49'24" West 10.07 feet to a point; thence North 89°10'36" West 0.50 feet to a point; thence South 00°49'24" West 145.18 feet to a point; thence South 89°10'36" East 0.50 feet to a point; thence South 00°49'24" West 74.14 feet to a point; thence North 89°10'37" West 602.25 feet to a point on the East line of Green Bay Road; thence North 16°25'26" East along said East line 356.14 feet to a point; thence South 89°10'36" East 167.92 feet to a point; thence North 00°49'24" East 150.00 feet to a point; thence North 89°10'36" West 115.65 feet to a point on said East line; thence North 16°25'26" East along said East line 84.28 feet to a point; thence North 44°48'08" East along said East line 131.57 feet to a point on the South line of Washington Avenue; thence South 89°10'36" East 105.56 feet to a point; thence South 00°49'24" West 145.00 feet to a point; thence South 89°10'36" East 161.00 feet to a point; thence North 00°49'24" East 145.00 feet to a point on said South line; thence South 89°10'36" East along said South line 196.50 feet to the point of beginning.
Containing 334,492 square feet or 7.6789 acres of land.

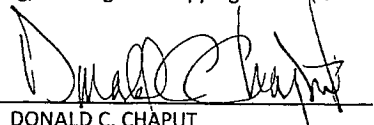
THAT I have made this survey, land division and map by the direction of B & K Enterprises Inc., owner of said land.

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 Section 236.34 of the Wisconsin Statutes, the Land Division Ordinance of the Village of Mount Pleasant in surveying, dividing and mapping the same.

DATE: March 10, 2016
Revised: April 7, 2016
Revised: May 26, 2016




DONALD C. CHAPUT
PROFESSIONAL LAND SURVEYOR S-1316

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com
Sheet 4 of 5 Sheets
Drawing No. 1280-tjn

CERTIFIED SURVEY MAP NO. 3206

A part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 13, Town 3 North, Range 22 East, in the Village of Mount Pleasant, Racine County, Wisconsin.

OWNER'S CERTIFICATE

B & K Enterprises Inc., a Wisconsin corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, hereby certifies that said corporation caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of the Village of Mount Pleasant.

B & K Enterprises Inc., as owner, does further certify that this map is required by S.236.20 or 236.12 to be submitted to the following for approval or objection: Village of Mount Pleasant.

IN WITNESS WHEREOF, B & K Enterprises Inc., has caused these presents to be signed by the hand of Daniel Bader, Vice President, on this 2nd day of June, 2016.

In the presence of:

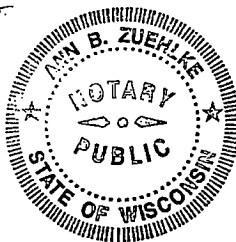
[Signature]
(Witness)

B & K Enterprises Inc.

[Signature]
Daniel Bader, Vice President

STATE OF WISCONSIN}
:SS
Milwaukee COUNTY}

Personally came before me this 2nd day of June, 2016, Daniel Bader, Vice President of B & K Enterprises Inc., to me known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.



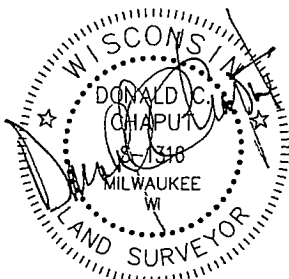
[Signature]
Notary Public
State of Wisconsin
My commission expires 10-5-19
My commission is permanent.

From all of:
151-03-22-13-170-000
To:
Lot 1
151-03-22-13-170-010
Lot 2
151-03-22-13-170-020

VILLAGE OF MOUNT PLEASANT APPROVAL

Approved as a Certified Survey Map this 8 day of June, 2016.

[Signature]
Stephanie Kohlhaugen, Village Clerk/Treasurer



DATE: March 10, 2016
Revised: April 7, 2016
Revised: May 26, 2016

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com
Sheet 5 of 5 Sheets
Drawing No. 1280-tjn

VOL 770 PAGE 64

This Indenture, Made by Edward E. Lewis, a/k/a/ Edwin E. Lewis, a widower and Eliot E. Lewis, a single man, partners, D.B.A. Lewis Farms
 grantor s of Racine County, Wisconsin, hereby conveys and warrants
 to State of Wisconsin
 grantee of County, Wisconsin,
 for the sum of One Dollar (\$1.00)

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 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 the south line of lands described in Volume 714 of Deeds, on Page 569); thence to a point which is 900 feet South 16° 24' 34" West of the point of commencement; thence South 15° 17' 34" West 433.81 feet to the point of ending in the owner's north 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 40 in Document No. 746131, Racine County Registry, as will authorize one access point to State Trunk Highway 31, to be located within the northerly 100 feet of the lands described in said agreement, pursuant to Section 236.293, Wisconsin Statutes.

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

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

IN WITNESS WHEREOF, the said grantor s has hereunto set their hand and seal s this 7th day of February, A.D., 19 63

SIGNED AND SEALED IN PRESENCE OF

Kenneth C. Suhr

Kenneth C. Suhr

Victor C. Hammer

Victor C. Hammer

Edward E. Lewis (SEAL)

Edward E. Lewis

Eliot E. Lewis (SEAL)

Eliot E. Lewis

(SEAL)

(SEAL)

STATE OF WISCONSIN

Racine

County, ss.

747725

RECEIVED FOR RECORD

11th DAY OF February
 A.D., 1963 AT 1:30
 O'CLOCK P.M. AND RECORDED IN VOL.
770 OF Records PAGE 64

Stanley F. Bialecki
 REGISTER OF DEEDS

REGISTER OF DEEDS

Racine County, Wisconsin

This instrument was drafted by the State Highway Commission of Wisconsin

Project T 065-1(3)

Personally came before me, this 7th day of

February, A.D., 19 63

the above-named Edward E. Lewis and Eliot E. Lewis

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

Victor C. Hammer
 Victor C. Hammer

Notary Public, Waukesha County, Wisconsin
 My Commission expires July 26, A.D., 19 63

Negotiated by

Parcel No. 293

EXC 747725

770-64

Feb. 11, 1964

770021

AFFIDAVIT

STATE OF WISCONSIN
COUNTY OF RACINE

VOL 821 PAGE 136

Register's Office
Racine County, Wis. }
Received for Record 22nd day of
May A.D., 1964 at 11:20
o'clock A.M. and recorded in Volume 821
of Records on page 136-137
Stanley F. Bialecki
Register of Deeds 150

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 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 2634.67 feet North 89° 10' 18" West of the east one-quarter corner, 2639.80 feet South 89° 10' 18" East of the west one-quarter corner, 2644.32 feet North 1° 56' 48" West of the south one-quarter corner and 2646.90 feet South 1° 56' 48" East of the north one-quarter corner of said section); thence South 16° 24' 34" West 734 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	Volume of Records	Page	Owners
293	747725	770	64	Edward E. Lewis a/k/a Edwin E. Lewis and Eliot E. Lewis

770021

821-136

May 22, 1964

Corrected description for the above parcel is as follows:

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

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

Commence at a point in the north line of said southwest one-quarter which is 80.93 feet North 89° 10' 18" West of the center of said section; thence South 16° 24' 34" West to the point of beginning in owner's north property line (said line is the south line of lands described in Volume 714 of Deeds, on Page 569); thence to a point which is 898.7 feet South 16° 24' 34" West of the point of commencement; thence South 15° 17' 34" West 433.81 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 40 in Document No. 746431, Racine County Registry, as will authorize one access point to State Trunk Highway 31, to be located within the northerly 100 feet of the lands described in said agreement, pursuant to Section 236.293, Wisconsin Statutes.

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

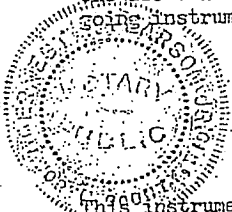
Signed and Sealed in Presence of:

James T. Fetzner (SEAL)
James T. Fetzner

Robert E. Agraves
Robert E. Agraves

Norman D. Oberbeck
Norman D. Oberbeck

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



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

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

This Indenture, Made this 30th day of August A. D., 19 61
 between EDWARD E. LEWIS, a widower who has not remarried, as an individual, and
EDWARD E. LEWIS and ELIOT E. LEWIS, partners, doing business as Lewis Farms part. ies of the first part and
S. J. PAPAS and CONSTANCE PAPAS, his wife as Joint Tenants part. ies of the second part.

Witnesseth, That the said part. ies of the first part, for and in consideration of the sum of One (\$1.00)
 Dollar and Other Good and Valuable Consideration

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

That part of the Southeast 1/4 of Section 13, Township 3 North, Range 22 East, in the
 Town of Mt. Pleasant, Racine County, Wisconsin, described 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 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°
 26' West 158.30 feet; thence North 78° 58' West 295.42 feet to the centerline of Green Bay
 Road; thence North 19° 27' East 42.16 feet along the centerline of said road to a point
 in the centerline of said road that is located northeasterly 608.52 feet along said
 centerline 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 said 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.



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

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

And the said EDWARD E. LEWIS, a widower who has not remarried, as an individual, and
EDWARD E. LEWIS and ELIOT E. LEWIS, partners, doing business as Lewis Farms
 for themselves, their heirs, executors and administrators, do covenant, grant
 with the said part. ies of the second part their heirs and assigns, that at the time of
 these presents they are well seized of the premises above described, as of a good, sure, perfect, abso-
 lute inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever.



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

In Witness Whereof, the said part. ies of the first part have hereunto set their hands
 and seal. S. this 30th day of August, A. D., 19 61

SIGNED AND SEALED IN PRESENCE OF

Milton F. La Pour

Milton F. La Pour

Florence Cooke

Florence Cooke

Edward E. Lewis (SEAL)
Edward E. Lewis

Edward E. Lewis (SEAL)
Edward E. Lewis - Partner

Eliot E. Lewis (SEAL)
Eliot E. Lewis - Partner

(SEAL)

STATE OF WISCONSIN,
Racine County.

This instrument was drafted by Milton F. La Pour,
 Pres. Milton F. La Pour, Incorporated.

Personally came before me, this 30th day of August, A. D., 19 61
 the above named Edward E. Lewis, a widower who has not remarried, as an individual, and
Edward E. Lewis and Eliot E. Lewis, partners, doing business as Lewis Farms
 to me, known to be the person S who executed the foregoing instrument and acknowledged the same.

Received for Record this _____ day of _____
 A. D., 19 _____ at _____ o'clock _____ M.

(SEAL)

Milton F. La Pour

Notary Public, Racine County, Wis.
 My Commission expires Oct 11 A. D., 19 61

Register of Deeds

Ref
 726203
 714-569
 Sept. 11, 1961

①
VOL 714 PAGE 570

726203

NO.

Edward E. Lewis, a widower who has
not remarried, as an individual, and
Edward E. Lewis and Elliot E. Lewis,
partners, doing business as Lewis
Farms

TO

S. J. Papas and Constance

Papas, his wife as Joint

Tenants

WARRANTY DEED

REGISTER'S OFFICE,
STATE OF WISCONSIN,

Racine

County.

Received for Record this *11* day of

Sept

A. D., 19

61

at *2:26* o'clock *P* M., and recorded

in Vol. *714* of Deeds on Page *569-570*

Stanley F. Bialecki

Register of Deeds.

Deputy.

RETURN TO

La Pour

150

This Indenture, Made this 19 day of August, A. D., 1937

between Jacob K. Olson and Annia Olson, his wife, of Racine County, State of Wisconsin, parties of the first part, and Edwin B. Elsner and Edna O. Elsner, his wife, as joint tenants and not as tenants in common, parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One dollar and other good and valuable consideration, Dollars, to them in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released and quit-claimed, and by these presents do give, grant, bargain, sell, remise, release and quit-claim unto the said parties of the second part, and to their heirs and assigns forever, the following described real estate, situated in the County of Racine, State of Wisconsin, to-wit:

That part of the south 1/2 of Section Thirteen (13), Township three (3), North of range twenty-two (22) east bounded as follows, to-wit: Begin at a point 2 chains 27 links south of the southeast corner of a piece of land conveyed by J.B. Treadwell and wife to School District #6, March 17, 1852, run thence south 8 chains 46 links, thence west 5 chains and 40 links to center of highway, thence northeasterly along center of said highway about 9.22 chains to a point due west of beginning, thence east to place of beginning, containing 3-1/2 acres more or less.

Also that part of the south 1/2 of Section 13, township 3, north of range 22 East, bounded as follows, to-wit: Begin on North and South 1/4 section 275.54 ft. south of center of said Section 13, Southeasterly 111.21 ft. to a point 288.10 ft. south of East and West 1/4 section line, thence South 518.08 ft. West 110 ft. to North and South 1/4 Section line and thence north to place of beginning.

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

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said parties of the first part, either in law or equity, either in possession or expectancy of, to the only proper use, benefit and behoof of the said parties of the second part, their heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seal this 19 day of August, A. D., 1937

Signed and Sealed in Presence of

Albert Jensen
Martha Jensen

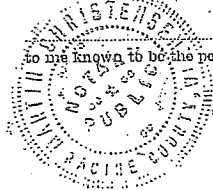
STATE OF WISCONSIN,

Racine County.

Personally came before me, this 19 day of August, A. D., 1937

the above named Jacob K. Olson and Annia Olson, his wife,

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



Martha Jensen

Notary Public, Racine County, Wis.

My Commission expires June 4, A. D., 1959

13

No. 427997

Jacob K. Olson and

Annia Olson, his wife,
TO

Edwin B. Elsner and

Edna O. Elsner, his wife,

QUIT CLAIM DEED

REGISTER'S OFFICE,
STATE OF WISCONSIN,

Racine County.

Received for Record this 20 day of

November A. D., 1937,

at 10:30 o'clock A. M., and recorded in

Vol. 337 of Deeds on page 513

J. A. King

Register of Deeds

Deputy

Nov. 20, 1937

337-513

427997

This Indenture, Made this 20th day of August, A. D., 19 62,
between EDWARD F. LEWIS (Single)
751 218 party of the first part,
and LEO S. JANOWSKI and DOROTHY R. JANOWSKI, his wife, as joint tenants and
not as tenants in common. parties of the second part.

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

to him in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and
acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by
these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party
of the second part, their heirs and assigns forever, the following described real estate, situated
in the County of Racine and State of Wisconsin, to-wit:

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

Begin at the intersection of the East and West 1/4 line
of said Section and the center line of the Green Bay
Road; run thence Southwesterly along the center line of
said road 564.63 feet to the point of the beginning of this
description; thence South 75° 18' East 200 feet; thence
South 14° 42' West 101 feet; thence North 75° 18' West
200 feet to the center line of said road; thence North
14° 42' East 101 feet to the point of beginning of this
description.

Subject, however, to the restrictions, terms and condi-
tions set forth in that certain deed between the parties
hereto recorded in Volume 536 of Deeds, page 688.

The consideration for this deed is less than \$500.00 and,
therefore, no documentary stamps are required.

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

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

JP

740140

751.218

Aug. 21, 1962

And the said Edward E. Lewis (Single)

for his heirs, executors and administrators, do covenants, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever.

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

In Witness Whereof, the said party of the first part has hereunto set his hand and seal, this 20th day of August, A. D., 1962.

SIGNED AND SEALED IN PRESENCE OF

Richard L. Brown

Martha Freeland

Edward E. Lewis

STATE OF WISCONSIN,

Racine County.

Personally came before me, this 20th day of August, A. D., 1962, the above named Edward E. Lewis (Single).

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

Richard L. Brown

Notary Public,

Racine

County, Wis.

My Commission expires Sept. 20, A. D., 1964.

Section 29.51-1 of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary.

No. 751-210

EDWARD E. LEWIS (Single)

LEO S. JANOWSKI and DOR-

OTHY R. JANOWSKI, his wife,

WARRANTY DEED

REGISTRAR'S OFFICE,
STATE OF WISCONSIN,

County.

Received for Record this 21st day of

August, A. D., 1962,

at 4:18 o'clock P. M., and recorded in

Vol. 251 of Deeds on page 218-219.

Stanley J. Bialski
Register of Deeds

Deputy

Leo S. Janowski
1261 South Green Bay Rd.
Racine, Wisconsin

750

DOCUMENT NO.

746704

This Indenture, Made by Harry Lehnert and Ida H. Lehnert, his wife
 grantor S of Racine County, Wisconsin, hereby conveys and warrants
 to State of Wisconsin
 grantee of County, Wisconsin,
 for the sum of One Thousand Four Hundred Thirty-six and no/100 (\$1,436.00)

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

Begin at a point in the north line of said southwest one-quarter which is 51.72 feet North 89° 11' 54" West of the center of said section; thence South 89° 11' 54" East 51.72 feet to the center of said section; thence South 89° 09' 09" East along the north line of said southeast one-quarter, 54 feet; thence South 0° 50' 51" West 77 feet; thence southwesterly to a point which is 180 feet South 16° 24' 34" West and 50 feet South 73° 35' 26" East of the point of beginning; thence South 16° 24' 34" West to a point in the owner's south property line as described in Volume 263 of Deeds on page 112; thence westerly along said line to a point in the centerline of S.T.H. 31; thence North 16° 24' 34" East to the point of beginning. Except that part lying north of the owner's north property line.

The parcel contains approximately 0.09 acre, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, the Right of Access, including all existing, future or potential common law or statutory easements or rights of access between any traveled way of State Trunk Highway 31, and the following described land of the owner where it abuts upon said highway. Said lands comprise a tract of land in Racine County, State of Wisconsin, described as:

That part of lands, described in Volume 263 of Deeds on page 112, which lie north of a point which is 180 feet South 16° 24' 34" West and 50 feet South 73° 35' 26" East of the intersection of S.T.H. 31 with the north line of the southwest one-quarter of said Section 13.

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

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

IN WITNESS WHEREOF, the said grantor Harry Lehnert and Ida H. Lehnert set their hands and seals this 11th day of January, A.D., 1963.

SIGNED AND SEALED IN PRESENCE OF

Victor C. Hammer

Victor C. Hammer

Kenneth C. Suhr

Kenneth C. Suhr

Harry Lehnert (SEAL)
Harry LehnertIda H. Lehnert (SEAL)
Ida H. Lehnert

(SEAL)

(SEAL)

STATE OF WISCONSIN

Racine

County, ss.

Personally came before me, this 11th day of January, A.D., 1963,
 the above-named Harry Lehnert and Ida H. Lehnert

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

Victor C. Hammer

Victor C. Hammer

(SEAL) Public Waukasha County, Wisconsin

My Commission expires July 26, A.D., 1963Notarized by Victor C. Hammer

RECEIVED FOR RECORD

16th DAY OF January
 A.D., 1963 AT 2:58
 O'CLOCK P.M. AND RECORDED IN VOL.
767 OF RECORD PAGE 485
Stanley F. Bialecki

200
REGISTER OF DEEDS

REGISTER OF DEEDS COUNTY

Racine County, Wisconsin

This instrument was drafted by the State Highway Commission of Wisconsin

Project T 065-1(3)

VOL 767 PAGE 485

Parcel No. 224

Jan. 16, 1963

767-485

746-704

770022

Register's Office
Racine County, Wis. } ss.
Received for Record 22nd day of
May A.D., 1964 at 11:21
o'clock A.M. and recorded in Volume 821
of Records on page 138-139

AFFIDAVIT

STATE OF WISCONSIN
COUNTY OF RACINE

VOL 821 PAGE 138

Stanley F. Bialecki
Register of Deeds

James T. Fetzner, 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 2634.67 feet North 89° 10' 18" West of the east one-quarter corner, 2639.80 feet South 89° 10' 18" East of the west one-quarter corner, 2644.32 feet North 1° 56' 48" West of the south one-quarter corner and 2646.90 feet S 1° 56' 48" East of the north one-quarter corner of said section.

7. That the correct location of the center of said section and further survey were incorporated into the relocation order, dated December 30, 1963.

8. That this change will affect the following recorded instrument:

Parcel	Document	Volume of Records	Page	Owners
294	746704	767	485	Harry Lehnert and Ida H. Lehnert

Corrected description for the above parcel is as follows:

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

Begin at a point in the north line of said southwest one-quarter which is 80.93 feet North 89° 10' 18" West of the center of said section; thence South 89° 10' 18" East 80.93 feet to the center of said section; thence South 89° 10' 18" East along the north line of said southeast one-quarter, 24.79 feet; thence South 0° 49' 42" West 77 feet; thence southwesterly to a point which is 180 feet South 16° 24' 34" West and 50 feet South 73° 35' 26" East of the point of beginning; thence South 16° 24' 34" West to a point in the owner's south property line as described in Volume 263 of Deeds on page 112; thence westerly along said line to a point in the centerline of S.T.H. 31; thence North 16° 24' 34" East to the point of beginning. Except that part lying north of the owner's north property line.

The parcel contains approximately 0.09 acre, exclusive of lands previously conveyed or dedicated for highway purposes.

770022

821-138

May 22, 1964

Also, the Right of Access, including all existing, future or potential common law or statutory easements or rights of access between any traveled way of State Trunk Highway 31, and the following described land of the owner where it abuts upon said highway. Said lands comprise a tract of land in Racine County, State of Wisconsin, described as:

That part of lands, described in Volume 263 of Deeds on page 112, which lie north of a point which is 180 feet South 16° 24' 34" West and 50 feet South 73° 35' 26" East of the intersection of S.T.H. 31 with the north line of the southwest one-quarter of said Section 13.

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

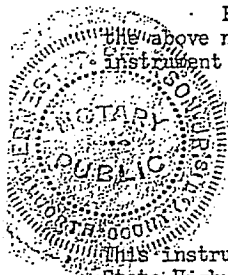
Signed and Sealed in Presence of:

James T. Fetzer (SEAL)
--- James T. Fetzer ---

Robert E. Augraves
--- Robert E. Augraves ---

Norman D. Oberbeck
--- Norman D. Oberbeck ---

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



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

This instrument drafted by the
State Highway Commission of Wisconsin ✓

The indenture, Made this 14th day of October, A. D., 1929.
between Emma C. Frederiksen of Racine, Wisconsin
party of the first part,
and Harry Lehnert and Ida H. Lehnert, his wife, of Racine, Wisconsin
parties of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration Dollars, to her in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released and quit-claimed, and by these presents does give, grant, bargain, sell, remise, release, and quit-claim unto the said parties of the second part, and to their heirs and assigns forever, the following described real estate, situated in the County of Racine State of Wisconsin, to-wit: That part of the South one-half (1/2) of Section Thirteen (13), Township Three (3) North of Range twenty-two (22) East bounded as follows, to-wit: Begin at the southeast corner of the School House Lot heretofore deeded by James B. Treadwell and wife to School District No. 6, in the Town of Mt. Pleasant; run thence south two (2) chains nineteen (19) links; thence West two (2) chains seventy-two (72) links to the center of the old Chicago and Milwaukee Road; thence in a northeasterly direction along the center of said Road two (2) chains nineteen (19) links; thence East of the South line of said School House Lot to the place of beginning.
Said land being in the Town of Mt. Pleasant, County of Racine and State of Wisconsin.

To have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, either in possession or expectancy of, to the only proper use, benefit and behoof of the said parties of the second part, their heirs and assigns forever.

In Witness Whereof, the said party of the first part has hereunto set her hand and seal this Fourteenth day of October, A. D., 1929.

SIGNED AND SEALED IN THE PRESENCE OF

John F. Dickel
James C. Wagner

Emma C. Frederiksen (SEAL)
(SEAL)
(SEAL)
(SEAL)

State of Wisconsin,
Racine County.

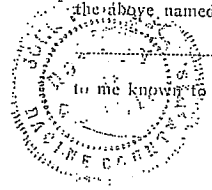
Personally came before me, this 14th day of October, A. D., 1929,

the above named Emma C. Frederiksen

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

John F. Dickel
Notary Public Racine County, Wis.

My Commission expires April 1, A. D. 1930



No. 361042

Emma C. Frederiksen
TO
Harry Lehnert and Ida H. Lehnert

Quit Claim Deed

REGISTER'S OFFICE
STATE OF WISCONSIN
Racine County.

Received for Record this 14th day of

October A. D., 1929

at 1:00 o'clock P. M., and recorded in

Vol 263 of Deeds on page 112

Racine C. Peterson
Register of Deeds.

Leo C. Dunning
Deputy.

Recd. Oct. 14/29

Oct 14 1929

263-112

361042

Ref

747820

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, 1963, and filed in the office of the County Clerk of Racine County, for the improvement of S.T. Highway 20, in Racine County.

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

S. 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 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° 09' 09" West of the east 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 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 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 0.84 acres, exclusive of lands previously conveyed or deducted for highway purposes.

Also, a Limited Highway Easement for the right to construct and maintain cut 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 2309.47 feet of the southeast one-quarter of said section and a parcel of land beginning 1909.47 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" 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" West to the point of beginning.

Project T 065-1(3)

Parcel 300

Vol. 770 p. 219

Feb. 13, 1963

770-219

747820

VOL 770 PAGE 220

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on March 1, 1933.

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 Nine thousand one hundred forty and no/100 Dollars (\$9,140.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

RECEIVED FOR RECORD
13th DAY OF February
A.D. 1933 AT 8:47
O'CLOCK A M. AND RECORDED IN VOL.
770 OF front PAGE 219-220
Stanley F. Bialacki
REGISTER OF DEEDS

REGISTER OF DEEDS COUNTY
Racine County, Wisconsin
2.00

Project T 065-1(3)

STATE HIGHWAY COMMISSION OF WISCONSIN

By [Signature] Secretary

Pursuant to authority granted by motion duly made,
seconded, and adopted this 6th day of February, 1933.

This instrument was drafted by [Signature]

Parcel No. 300

770025

AFFIDAVIT

STATE OF WISCONSIN
COUNTY OF RACINE

VOL 821 PAGE 144

Register's Office
Racine County, Wis. } ss.
Received for Record 22nd day of
May A.D., 1964 at 11:24
o'clock A.M. and recorded in Volume 821
of Records on page 144-145*Stanley J. Bialecki*
Register of Deeds

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 2634.67 feet North 89° 10' 18" West of the east one-quarter corner, 2639.80 feet South 89° 10' 18" East of the west one-quarter corner, 2644.32 feet North 1° 56' 48" West of the south one-quarter corner and 2646.90 feet S 1° 56' 48" East of the north one-quarter corner of said section.
7. That the correct location of the center of said section and further survey were incorporated into the relocation order, dated December 30, 1963.
8. That this change will affect the following recorded instrument:

Parcel	Document	Volume of Records	Page	Owners
300	747820	770	219-220	S. J. Papas and Constance Papas

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

770025

821-144

May 22, 1964

(2)

is 2634.67 feet North 89° 10' 18" West of the east one-quarter corner, 2639.80 feet South 89° 10' 18" East of the west one-quarter corner, 2644.32 feet North 1° 56' 48" West of the south one-quarter corner and 2646.90 feet South 1° 56' 48" East of the north one-quarter corner of said section); thence South 16° 24' 34" West 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 0.84 acres, exclusive of lands previously conveyed 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, 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 parcel of land beginning 1909.47 feet North 89° 10' 18" West and 77 feet South 0° 49' 42" West of the east one-quarter corner of said section; thence South 0° 49' 42" 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 May, 1964.

Signed and Sealed in Presence of:

James T. Fetzer (SEAL)
James T. Fetzer

Robert E. Argraves
Norman D. Oberbeck

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



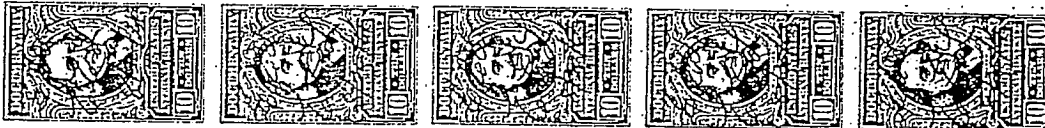
Ernest T. Pearson, Jr.
Ernest T. Pearson, Jr.
Notary Public, Walworth County, Wis.
My Commission Expires July 9, 1967

This instrument drafted by the
State Highway Commission of Wisconsin

This Indenture, Made this 30th day of August, A. D. 19 61
 between EDWARD E. LEWIS, a widower who has not remarried, as an individual, and
EDWARD E. LEWIS and ELIOT E. LEWIS, partners, doing business as Lewis Farms part ies of the first part and
S. J. PAPAS and CONSTANCE PAPAS, his wife as Joint Tenants part ies of the second part.

Witnesseth, That the said part ies of the first part, for and in consideration of the sum of One (\$1.00)
Dollar and Other Good and Valuable Consideration
 to them in hand paid by the said part ies of the second part, the receipt whereof is hereby confessed and acknowledged,
 ha. VE given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant,
 bargain, sell, remise, release, alien, convey and confirm unto the said part ies of the second part their heirs and assigns
 forever, the following described real estate situated in the County of Racine and State of Wisconsin, to-wit:
 That part of the Southeast 1/4 of Section 13, Township 3 North, Range 22 East, in the
 Town of Mt. Pleasant, Racine County, Wisconsin, described 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 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°
 26' West 158.30 feet; thence North 78° 58' West 295.42 feet to the centerline of Green Bay
 Road; thence North 19° 27' East 42.16 feet along the centerline of said road to a point
 in the centerline of said road that is located northeasterly 608.52 feet along said
 centerline 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 said 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.



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

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

And the said EDWARD E. LEWIS, a widower who has not remarried, as an individual, and
EDWARD E. LEWIS and ELIOT E. LEWIS, partners, doing business as Lewis Farms
 for themselves, their heirs, executors and administrators, do covenant, grant
 with the said part ies of the second part their heirs and assigns, that at the time of
 these presents they are well seized of the premises above described, as of a good, sure, perfect, absol
 inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever.



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

In Witness Whereof, the said part ies of the first part ha. VE hereunto set their hand s and
 seal s this 30th day of August, A. D. 19 61.

SIGNED AND SEALED IN PRESENCE OF

Milton F. La Pour

Milton F. La Pour

Florence Cooke

Florence Cooke

Edward E. Lewis (SEAL)
Edward E. Lewis

Edward E. Lewis (SEAL)
Edward E. Lewis - Partner

Eliot E. Lewis (SEAL)
Eliot E. Lewis - Partner

(SEAL)

STATE OF WISCONSIN,
Racine County, } ss.
 This instrument was drafted by Milton F. La Pour,
Pres. Milton F. La Pour, Incorporated.

Personally came before me, this 30th day of August, A. D. 19 61
 the above named Edward E. Lewis, a widower who has not remarried, as an individual, and
Edward E. Lewis and Eliot E. Lewis, partners, doing business as Lewis Farms
 to me known to be the person s who executed the foregoing instrument and acknowledged the same.

Received for Record this _____ day of _____
 A. D. 19 _____ at _____ o'clock _____ M.

(SEAL)

Milton F. La Pour

Notary Public Racine County, Wis.
 My Commission expires Oct 11 A. D. 19 61

Register of Deeds

Deputy Register of Deeds

WARRANTY DEED-STATE OF WISCONSIN, FORM NO. 1

VOL 714 PAGE 569

M. C. MILLER CO., MILWAUKEE

714-570

Sept 11, 1961

726203

① VOL 714 PAGE 570

726233

NO.

Edward E. Lewis, a widower who has
not remarried, as an individual, and
Edward E. Lewis and Elliot E. Lewis,
partners, doing business as Lewis
Farms

TO

S. J. Papas and Constance

Papas, his wife as Joint.

Tenants

WARRANTY DEED

REGISTER'S OFFICE,
STATE OF WISCONSIN,

Racine County.

Received for Record this 11 day of

Sept A. D., 19 61

at 2:26 o'clock P M., and recorded

in Vol. 714 of Deeds on Page 569-570

Stanley F. Bialecki
Register of Deeds.

Deputy.

RETURN TO

La Pour

150

DOCUMENT NO.

747821

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, 1963, and filed in the office of the County Clerk of Racine County, for the improvement of State Trunk Highway 20, in Racine County.

The State of Wisconsin has determined it necessary to acquire for the purpose set forth in and in accordance with said relocation order, a parcel of real estate, and/or rights therein, as hereinafter set forth, in and to which the following persons have an interest: Leo S. Janowski & Dorothy R.

Janowski, his wife

The interest acquired by this award is for

Fee Title to that part of the northeast one-quarter of the southwest one-quarter of Section 13, Township 3 North, Range 22 East, lying between the following described centerline of S.T.H. 31 and a line 50 feet southeasterly of, as measured normal to, said centerline:

Begin at a point 564.63 feet South 16° 24' 34" West of the north line of said southwest one-quarter and 51.72 feet North 89° 11' 54" West of the northeast corner of said southwest one-quarter, as measured along said north line; thence South 16° 24' 34" West along said centerline 101 feet, to the point of ending of said centerline.

The parcel contains approximately 0.04 acre, exclusive of lands previously conveyed or dedicated for highway purposes.

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

The State Highway Commission of Wisconsin, having complied with all jurisdictional requirements pursuant to law hereby makes this award of damages to the above-named persons having an interest in said parcel of real estate, in the sum of Four hundred fifty-seven and no/100 Dollars (\$457.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

RECEIVED FOR RECORD
13th DAY OF February
A.D. 1963 AT 8:48
O'CLOCK A.M. AND RECORDED IN VOL.
776 OF Books PAGE 221
By J. Bielanski
REGISTER OF DEEDS
RACINE COUNTY, WISCONSIN

STATE HIGHWAY COMMISSION OF WISCONSIN

By W. A. Adley
Secretary

Pursuant to authority granted by motion duly made,
seconded, and adopted this 6th day of February, 1963

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

Parcel No. 295

Project T. 065-1(3)

1 T 11 221

747821

770-221

Feb. 13, 1963

770012

AFFIDAVIT

STATE OF WISCONSIN
COUNTY OF RACINE

VOL 821 PAGE 118

Register's Office
Racine County, Wis.Received for Record 22nd day of
May A.D. 1964 at 11:11
o'clock A.M. and recorded in Volume 821
of Racine County on page 118-119Stanley F. Bialecki
Register of Deeds 207

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 2634.67 feet North 89° 10' 18" West of the east one-quarter corner, 2639.80 feet South 89° 10' 18" East of the west one-quarter corner, 2644.32 feet North 1° 56' 48" West of the south one-quarter corner and 2646.90 feet S 1° 56' 48" East of the north one-quarter corner of said section.
7. That the correct location of the center of said section and further survey were incorporated into the relocation order, dated December 30, 1963.
8. That the recorded instruments affected by this change are as follows:

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

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

Signed and Sealed in Presence of:

James T. Fetzer (SEAL)
James T. Fetzer

Robert E. Argraves

Norman D. Oberbeck

770012

621-118

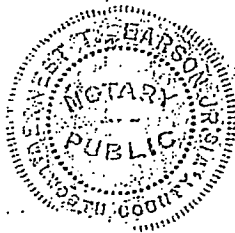
May 22, 1964

(2)

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

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

This instrument drafted by the
State Highway Commission of Wisconsin.



VOL 821 PAGE 119

747822

VOL 770 222

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, 1963, and filed in the office of the County Clerk of Racine County, for the improvement of S.T. Highway 20, in Racine County.

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

Unified School District No. 1 of Racine County

The interest acquired by this award is for
 Fee Title in and to the following tract of land in Racine County, State of Wisconsin, described as:

That part of the northeast one-quarter of the southwest one-quarter and the northwest one-quarter of the southeast one-quarter of Section 13, Township 3 North, Range 22 East, bounded and described as follows:

Begin at the point of intersection of the centerline of S.T.H.31 with the north line of said southwest one-quarter, said point being 51.72 feet North 89° 11' 54" West of the center of said section; thence South 89° 11' 54" East to the center of said section; thence South 89° 09' 09" East along the north line of said southeast one-quarter to a point 2362 feet North 89° 09' 09" West of the northeast corner of said southeast one-quarter; thence southerly along the school's east property line to a point 77 feet South 0° 50' 51" West of the north line of said southeast one-quarter; thence North 89° 09' 09" West to a point which is located 54 feet South 89° 09' 09" East and 77 feet South 0° 50' 51" West of the center of said section; thence southwesterly to a point 180 feet South 16° 24' 34" West and 50 feet South 73° 35' 26" East of the point of beginning of this description; thence North 73° 35' 26" West 50 feet; thence North 16° 24' 34" East 180 feet along the centerline of S.T.H.31 to the point of beginning. Except that part lying south of school's south property line.

The parcel contains approximately 0.43 acre, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, the Right of Access, including all existing, future or potential common law or statutory easements or rights of access between any traveled way of State Trunk Highways 20 or 31, and the following described land of the owner where it abuts upon said highways. Said lands comprise a tract of land in Racine County, State of Wisconsin, described as:

The north 128.5 feet of that part of said southwest one-quarter lying east of S.T.H.31, and the north 128.5 feet of the west 54 feet of the southeast one-quarter, Township 3 North, Range 22 East.

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

The State Highway Commission of Wisconsin, having complied with all jurisdictional requirements pursuant to law hereby makes this award of damages to the above-named persons having an interest in said parcel of real estate, in the sum of Nine thousand one hundred fifty and no/100 Dollars (\$9,150.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

RECEIVED FOR RECORD
13th DAY OF February
 A.D. 1963 AT 8:49
 O'CLOCK A.M. AND RECORDED IN VOL.
770 OF Record PAGE 222
Stanley F. Birk
 REGISTER OF DEEDS
 RACINE COUNTY, WISCONSIN

STATE HIGHWAY COMMISSION OF WISCONSIN

By V. A. Seiden
 Secretary

Pursuant to authority granted by motion duly made,
 seconded, and adopted this 13th day of
February, 1963

This instrument was drafted by the State Highway Commission of Wisconsin

770-222

Feb. 13, 1963

747822

770023

AFFIDAVIT

STATE OF WISCONSIN
COUNTY OF RACINE

VOL 821 PAGE 140

Register's Office
Racine County, Wis. } ss.
Received for Record 22 day of
May A.D., 1964 at 11:22
o'clock, A. M. and recorded in Volume 821
of Records on page 140-141Stanley F. Bialecki
Register of Deeds 156

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

1. That he was in charge of a certain survey made in Racine County for the purpose of a highway improvement known as Project T 065-1(3).
2. That the center of Section 13 as shown upon the Relocation Order, dated July 29, 1963, filed in the Office of the County Clerk for Racine County, showing the center of Section 13, Township 3 North, Range 22 East, was considered to be a 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 2634.67 feet North 89° 10' 18" West of the east one-quarter corner, 2639.80 feet South 89° 10' 18" East of the west one-quarter corner, 2644.32 feet North 1° 56' 48" West of the south one-quarter corner and 2646.90 feet S 1° 56' 48" East of the north one-quarter corner of said section.
7. That the correct location of the center of said section and further survey were incorporated into the relocation order, dated December 30, 1963.
8. That this change will affect the following recorded instrument:

Parcel	Document	Volume of Records	Page	Owners
297	747822	770	222	Unified School District No. 1 of Racine County

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 northeast one-quarter of the southwest one-quarter and the northwest one-quarter of the southeast one-quarter of Section 13, Township 3 North, Range 22 East, bounded and described as follows:

Begin at the point of intersection of the centerline of S.T.H. 31 with the north line of said southwest one-quarter, said point being 80.93 feet North 89° 10' 18" West of the center of said section; (said center of section is 2634.67 feet North 89° 10' 18" West of the east one-quarter corner, 2639.80 feet South 89° 10' 18" East of the west one-quarter corner, 2644.32 feet North 1° 56' 48" West of the south one-quarter corner and 2646.90 feet South 1° 56' 48" East of the north one-quarter corner of said section); thence South 89° 10' 18" East 80.93 feet to the center of said section; thence South 89° 10' 18" East along the north line of said southeast one-quarter to a point 2362 feet North 89° 10' 18" West of the northeast corner of said southeast one-quarter; thence southerly along the school's east property line to a point 77 feet South 0° 49' 42" West of the north line of said southeast one-quarter;

770023

821-140

May 22, 1964

thence North 89° 10' 18" West to a point which is located 24.79 feet South 89° 10' 18" East and 77 feet South 0° 49' 42" West of the center of said section; thence southwesterly to a point 180 feet South 16° 24' 34" West and 50 feet South 73° 35' 26" East of the point of beginning of this description; thence North 73° 35' 26" West 50 feet; thence North 16° 24' 34" East 180 feet along the centerline of S.T.H. 31 to the point of beginning. Except that part lying south of school's south property line.

The parcel contains approximately 0.43 acre, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, the Right of Access, including all existing, future or potential common law or statutory easements or rights of access between any traveled way of State Trunk Highway 20 or 31, and the following described land of the owner where it abuts upon said highways. Said lands comprise a tract of land in Racine County, State of Wisconsin, described as:

The north 128.5 feet of that part of said southwest one-quarter lying east of S.T.H. 31, and the north 128.5 feet of the west 24.79 feet of the southeast one-quarter, Township 3 North, Range 22 East.

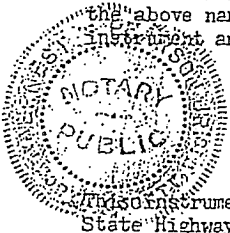
IN WITNESS WHEREOF I have hereunto set my hand and seal this 20th day of May, 1964.

James T. Fetzer (SEAL)
James T. Fetzer

Signed and Sealed in Presence of:

Robert E. Arrdraves
Norman D. Oberbeck
Norman D. Oberbeck

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



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

This instrument drafted by the
State Highway Commission of Wisconsin

EXC

767535

815-386

April 2, 1964

DOCUMENT NO.

767535

VOL 815 PAGE 386

This indenture, made by Leo S. Janowski and Dorothy R. Janowski, his wife,
 grantor S of Racine County, Wisconsin, hereby quit-claims to State Highway
Commission of Wisconsin grantee S, of State of Wisconsin,
 for the sum of One (\$1.00) Dollar and other good and valuable considerations
 the following tract of land in Racine County, State of Wisconsin.

That part of the Northeast One-Quarter of the Southwest One-Quarter of Section 13, Township 3 North, Range 22 East, lying between the following described centerline of S.T.H. 31 and a line 50 feet southeasterly of, as measured normal to, said centerline:
 Begin at a point 564.63 feet South 16° 24' 34" West of the North line of said Southwest One-Quarter and 51.72 feet North 89° 11' 54" West of the Northeast corner of said Southwest One-Quarter, as measured along said North line; thence South 16° 24' 34" West along said centerline 10 feet, to the point of ending of said centerline.
 Containing 0.04 acre more or less.
 Said land being in the Town of Mt. Pleasant, County of Racine, and State of Wisconsin.



In Witness Whereof, the said grantor S have hereunto set their hand S and seal S this
1st day of April, A. D., 1964.

SIGNED AND SEALED IN PRESENCE OF

Louis F. Gerard
Edith E. Slette
Edith E. Slette

Leo S. Janowski (SEAL)
Leo S. Janowski
Dorothy R. Janowski (SEAL)
Dorothy R. Janowski
 (SEAL)
 (SEAL)

STATE OF WISCONSIN,

Racine

County.

ss.

1st

day of

April

A. D., 1964

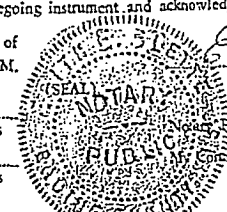
Personally came before me, this
 the above named Leo S. Janowski and Dorothy R. Janowski, his wife,

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

Received for record this 2nd day of April, A. D., 1964 at 3:38 o'clock P.M.

Vol 815-Page 386
Stanley J. Bialicki Register of Deeds

Deputy Register of Deeds



Edith E. Slette
Edith E. Slette
 Public Racine County, Wis.
 Commission expires 10/30/66 A. D., 1966

This instrument was drafted by Louis F. Gerard, Attorney at Law

DOCUMENT #

1787154

Document Number

DEED BY CORPORATION

Exempt from fee: s.77.25(2r) Wis. Stats.
DT1546 98 (Replaces RE3005)THIS DEED, made by B & K Enterprises, Inc.a corporation duly organized and existing under the laws of the State of Wisconsin
and duly authorized to transact business in the State of Wisconsin, with its principal place
of business at 924 E. Juneau Ave.City of Milwaukee County of MilwaukeeState of Wisconsin GRANTOR, conveys and warrants the
property described below to the State of Wisconsin Department of Transportation,
GRANTEE, for the sum of Ten Thousand One Hundred and 00/100 Dollars

(\$ 10,100.00)

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

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

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

CORPORATE ACKNOWLEDGEMENT

B & K Enterprises, Inc.

(Corporation Name)

Alfred Bader
(Officer - Signature)ALFRED BADER, PRESIDENT
(Print Name, Title)

(Officer - Signature)

(Print Name, Title)

(Officer - Signature)

(Print Name, Title)

(Officer - Signature)

(Print Name, Title)

August 15 01
(Date)

State of Wisconsin)

) ss.

Milwaukee County)On the above date, this instrument was acknowledged before me
by the named person(s).Kathleen E. Marino
(Signature, Notary Public, State of Wisconsin)Kathleen E. Marino
(Print or Type, Notary Public, State of Wisconsin)12-19-04
(Date Commission Expires)Project ID 2440-01-20This instrument was drafted by Wisconsin Department of TransportationParcel No. 77REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2001 AUG 21 AM 9:42

MARK A. LADD
REGISTER OF DEEDS

This space is reserved for recording data

Return to

TRANSPORTATION DISTRICT 2

141 N.W. Barstow St.

Waukesha, WI 53188-3789

Parcel Identification Number / Tax Key Number

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

VUL
PAGE
3239
991-993

LEGAL DESCRIPTION

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

That part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 13, Township 3 North, Range 22 East, described as follows: Beginning at the Center of said Section 13 Southeast 1/4; thence South 02°05'47" West 91.55 along the west line of said Southeast 1/4 to a southerly line of STH 20; thence South 44°48'08" West 111.52 feet along said southerly line to a point which is South 73°34'34" East 60 feet of, as measured normal to, the reference line of STH 31; thence South 16°25'26" West 84.28 feet parallel with said reference line to the south property line of the owner; thence North 89°10'36" West 10.38 feet along said south line to the easterly line of STH 31; thence North 73°34'34" West 50.00 feet to the reference line of STH 31; thence North 16°25'26" East 248.56 feet along said reference line to the north line of said Southwest 1/4; thence South 89°10'36" East 87.14 feet along said north line to the point of beginning.

This parcel contains **0.018 acres**, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, all existing, future, or potential common law or statutory easements or **rights of vehicular access** between the right-of-way of the highway, currently designated as STH 20, and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on the said highway: The Westerly 124.15 feet of said Southeast 1/4, as measured along the north line of said Southeast 1/4.

Also, all **rights of vehicular access** to STH 31 in the Northerly 252.85 feet of said Southwest 1/4 and said Southeast 1/4, as measured along the west line of said Southeast 1/4.

Also, a **Temporary Limited Easement** for the right to construct cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Racine County, State of Wisconsin, described as follows: A 10 foot strip of land lying easterly of and adjacent to the above described

fee taking between points 142.98 feet and 248.56 feet Southerly of the north line of said Southwest 1/4 as measured along said reference line of STH 31 and also the South 15 foot of the North 92 feet of the Westerly 124.15 feet of said Southeast 1/4 as measured along the north line of said Southeast 1/4.

This parcel contains **0.042** acres, more or less.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

Mt. Pleasant
Parcel 1) 008-03-22-13-154-001
Parcel 2) 008-03-22-13-154-005
From) 008-03-22-13-154-000

1236708

City of Racine
Parcel 1) 276 13132-114
From) Pt 13132-102
Parcel 2) 13132-102
13132-095

Job. No. 71650

RF

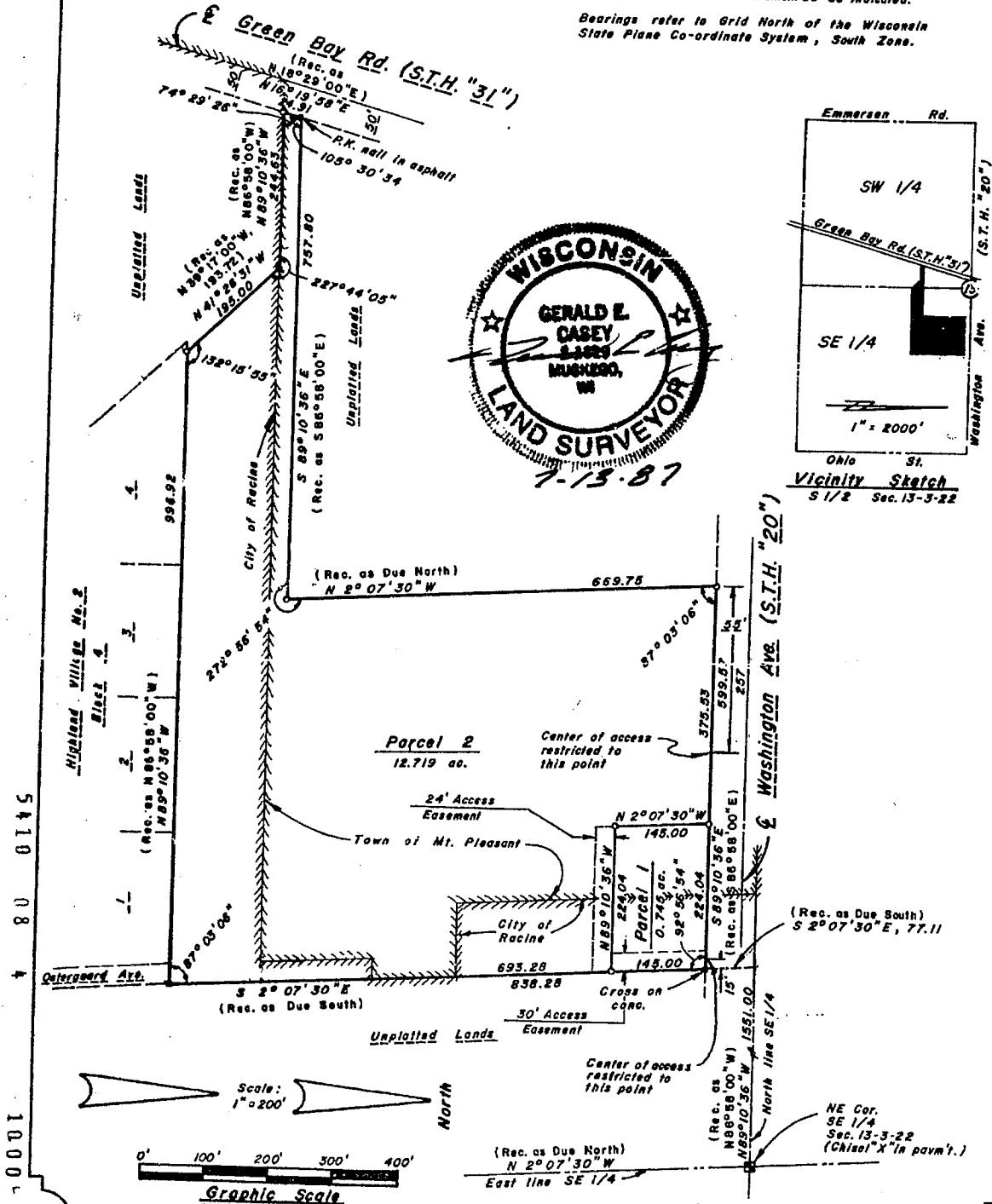
CERTIFIED SURVEY MAP NO. 1256

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.

Note:

o Denotes 1" x 24" iron pipe, 1.13 lbs. per lin. ft.
All other lot corners monumented as indicated.

Bearings refer to Grid North of the Wisconsin State Plane Co-ordinate System, South Zone.



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)
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 Highland 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.

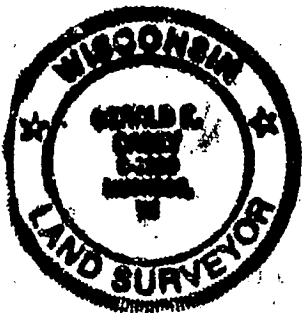
That I have made this survey, land division and map by the direction of Constance Papas Bacaintan and John Dassios, as Trustees of the Trust created under the Last Will and Testament of Spiro J. Papas, Deceased, owner of said land.

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.

7.13.87
Date

Gerald E. Casey
Gerald E. Casey
Registered Land Surveyor S-1329



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 August, 1987.

Carol J. Jansen
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 July, 1987.

Thomas N. Wright
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 July, 1987.

Arnold L. Clement
Arnold L. Clement, Director
County Planning and Development
Committee



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.

WITNESS the hands and seals of said Trustees this 29th day of July, 19 87.

IN THE PRESENCE OF:

Constance Papas Bacaintan
Constance Papas Bacaintan

John Dassios
John Dassios

Address of Papas Trust
230 N. Michigan
Chicago, Illinois 60601

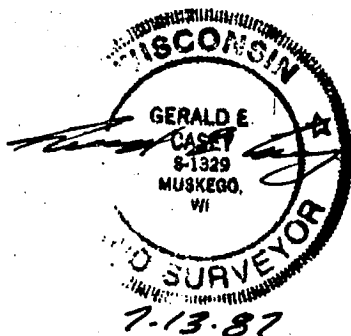
STATE OF ILLINOIS)
COOK COUNTY) SS

PERSONALLY came before me this 29th day of July, 19 87, the above named Constance Papas Bacaintan and John Dassios, Trustees of the Trust created under the Last Will and Testament of Spiro J. Papas, Deceased, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

H. Reed Harris
Notary Public, H. Reed Harris
State of Illinois.

My Commission Expires December 4, 1989

This instrument was drafted by Gerald E. Casey



Register's Office
Racine County, Wis. } SS

Received for Record 4th day of August, A.D. 19 87 at 12:03 o'clock P. M. and recorded in Volume 3 of CSM on page 658-661

Hen M. Schuttens
Register of Deeds

Sheet 4 of 4

770346

Register's Office
Racine County, Wis.
Received for Record
29th day of
May, A.D. 1964 at 11
o'clock P.M. and recorded in Volume
of Records on page 595

EASEMENTS AND MEMORANDA *Stanley J. Bialecki*
Register of Deeds

OF

COVENANTS AND OPTIONS.

acc May 29, 1964

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.

I. 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

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821-595

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.

(c) Grantor will cause to be provided upon Grantor's real 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 Grantees' real estate and shall be binding upon the Grantor, and its successors and assigns, and shall be a burden upon Grantor's 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.

SEARS, ROEBUCK AND CO.

ATTEST:

By H. A. Benthin
H. A. Benthin Vice-President

William J. Coughlin
Assistant Secretary, William J. Coughlin

APPROVED
WJC
WJC:HW

VOL 821 PAGE 599

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 86°-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 18°-29' East 101.00 feet to the Northeast corner of said Janowski land; thence North 71°-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 18°-29' 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 87°-48'-30" West 38.70 feet to said Highway 31 right-of-way; thence North 47°-27' East 71.25 feet along said Highway 31 right-of-way to the said South line of Highway 20 right-of-way; thence South 86°-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.

VOL 821 PAGE 601

770347
VOL 821 PAGE 602
EASEMENTS AND MEMORANDA
OF
COVENANTS AND OPTIONS.

Register's Office
Racine County, Wis. } ss.
Received for Record 29 day of
May, 1964 A.D., 1964 at 4:28
o'clock P.M. and recorded in Volume 821
of Records on page 602-603

Stanley J. Pic...
Notary of Racine

5.50

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"),

770347

821-602

May 29, 1964

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

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.

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.

5. 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
Harley Brown

Robert C. Cole
Robert C. Cole

John Dassios
John Dassios

Robert C. Cole
Robert C. Cole

Spiro J. Papas (SEAL)
Spiro J. Papas

Constance Papas (SEAL)
Constance Papas

STATE OF WISCONSIN)
COUNTY OF RACINE) SS.

Personally came before me, this 29 day of May, 1964, the above named SPIRO J. PAPAS, to me known to be the person who executed the foregoing instrument and acknowledged the same.

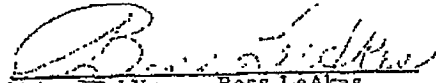


VOL-821 PAGE 607

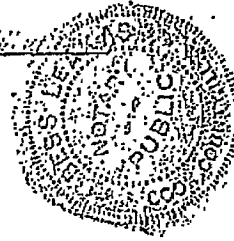
-6-

W. C. M. M. M. M. M.
Notary Public, Racine County, Wis.
My Commission
My Commission Expires January 9, 1966

Personally came before me, this 9th day of April 1964
the above named CONSTANCE PAPAS, to me known to be the person
who executed the foregoing instrument and acknowledged the same.


Notary Public, Bess LeAkas

My Commission Expires: 11/1/65



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 86°-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; thence 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 Registrar of Deeds for Racine County; thence North
18°-29' East 101.00 feet to the Northeast corner of said Janowski
land; thence North 71°-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 18°-29' 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 87°-48'-30" West 38.70 feet to said Highway 31 right-
of-way; thence North 47°-27' East 71.25 feet along said Highway
31 right-of-way to the said South line of Highway 20 right-of-way;
thence South 86°-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.

1247182

Register's Office
Racine County, Wis. } SS
Received for Record 30th day of
December A.D. 1987 at 2:57
o'clock P.M. and rec. 10-1 in Volume 1896
of Records on page 610
614

AGREEMENT

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.

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

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" East along 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 cost 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.

3. 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

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

Signed at Racine, Wisconsin, this 30th day of December, 1987.

G. P. SCHOENFELDER

By: James W. Hill

James W. Hill,
Attorney in Fact

Signed at Milwaukee, Wisconsin, this 30th day of December, 1987.

B & K ENTERPRISES, INC.

By: Marvin E. Klitsner

Marvin E. Klitsner

AUTHENTICATION

Signature of James W. Hill authenticated this 30th day of December, 1987.

Paul G. Hoffman
Member: State Bar of Wisconsin

AUTHENTICATION

Signature of Marvin E. Klitsner authenticated this 30th day of December, 1987.

Sylvan A. Presow
Member: State Bar of Wisconsin

Please Return To:
Paul G. Hoffman,
Michael Best & Friedrich
250 E. Wisconsin
Milwaukee, Wisconsin 53202

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 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, 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

EXHIBIT B

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 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.

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

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 $\frac{1}{4}$ of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows:

Commence at the intersection of the East and West $\frac{1}{4}$ 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 751 Page 218 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 WITNESS WHEREOF the undersigned owners of the premises above described have caused these covenants to be reduced to writing and signed by them this 17th day of November, 19 62.

In the Presence of

Lewis Forms

Milton J. L. C.

by Edward B. Lewis Partner

Thomas P. C.

by Clifford E. Lewis Partner

State of Wisconsin)

Racine County)

746431

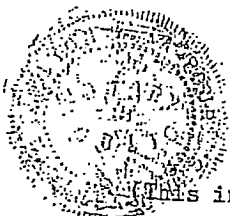
767-40

Jan. 10, 1962

COVENANT - Continued

Personally came before me this 17 day of November, 196 2, the above-named Edward E Lewis & Eliot 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



Milton J. L. Conn
Notary Public
My Commission Expires
October 11, 1964

This instrument prepared by

J. H. Larsen
J. H. Larsen

746431

746431

VOL. 767 PAGE 41

Register's Office
Racine County, Wis. } ss.
Received for Record 16 day of November, 1962
at 11:45 A.M., 1962
of 11 - iii, app. recorded in Volume 767
of 11 - iii, on page 410 - 411
Stanley F. Bralovich
Register of Deeds

Conveyance
of the Lewis Farm
to the Lewis Farm
Partnership
200

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 $86^{\circ} 58'$ 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 $86^{\circ} 58'$ West 461.05 feet along the south right of way line of S.T.H. 20; thence South $47^{\circ} 27'$ West 153.85 feet along the southeasterly right of way line of S.T.H. 20 and S.T.H. 31; thence South $18^{\circ} 29'$ West 604.89 feet along the east right of way line of S.T.H. 31; thence South $86^{\circ} 58'$ 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.1. 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. To 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.

all
796863

883.297

Oct. 22, 1965

- 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:

Dated this 20th day of Sept 1965.

Arden D. Fiersting
G. P. Schoenfelder

G. P. Schoenfelder
G. P. Schoenfelder

George A. Tolue
William M. Kelly

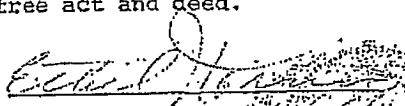
SEARS, ROEBUCK AND CO., CHICAGO, ILLINOIS
W. G. Skoning
Warren G. Skoning, Property Manager

John J. Davis
John J. Davis

Spiro J. Papas
Spiro J. Papas

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN,)

On this 20th 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
Notary Public, Hennepin County, Minn.
My Commission Expires, Mar. 8, 1971

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On the 20th 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 thereto by like authority.

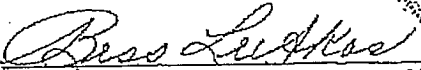
My commission expires:

my commission expires Feb. 18, 1967


Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me, this 23rd 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.

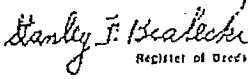

Notary Public, Cook County, Illinois
My Commission expires May 22, 1967

THIS INSTRUMENT WAS DRAFTED BY THE
STATE HIGHWAY COMMISSION OF ILLINOIS

Register's Office
Racine County, Wis. } SS

Received for Record 23rd day of
September A.D. 1965 at 8:50
o'clock P.M. and recorded in Volume 183
of Record on page 297-299

VOL 883 PAGE 299

3.57 
Stanley J. Bealecki
Register of Deeds

RACINE, WISCONSIN

CROSS EASEMENT AGREEMENT

ack Feb 25, 1968 + July 21, 1969
THIS AGREEMENT made this 18th day of July, 1967,

between G. P. 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 July 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,

892282

1111-431

NOV. 15, 1971

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.

2. The Schoenfelders and Sears may establish reasonable rules and regulations for the use, care 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.

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 controlled 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.

5. The Schoenfelders, within a reasonable time 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 on Tracts A and B combined.

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.

5. 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:

D. S. Stone
Thos M. Cline

G. F. Schoenfelder
G. F. Schoenfelder
Betty J. Schoenfelder
Betty J. Schoenfelder

In Presence of:

Blommond Blair
Shirley Hykan

SEARS, ROEBUCK AND CO.

By [Signature]
PROPERTY MANAGER
And [Signature]
ASSISTANT SECRETARY

This instrument was drafted by David Stanley of the Minnesota Bar.

VOL 1111 PAGE 435

SCHEDULE A

part
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.

mm

Schedule B

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 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 125.24 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 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, 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.

Register's Office
Racine County, Wis.

892282

Received for Record 15th day of
November A.D., 19 71 at 1:20
o'clock P. M. and recorded in Volume 1111
of RECORDS on page 431-437

Stanley F. Bialecki
Register of Deeds

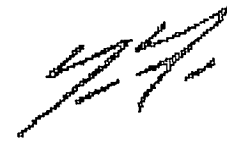
9.00

VOL 1111 PAGE 437

EASEMENT AGREEMENT

Document Number

Document Title



TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$32.00
Pages: 16



Recording Area

Name and Return Address

Todd T. Nelson
Antonopoulos Legal Group LLC
N35 W23877 Highfield Ct, Suite 100
Pewaukee, WI 53072

20-16

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 August 31, 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 than 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 affecting 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: [Signature]
Name: Gilberto Cabral
Title: Secretary

STATE OF ~~WISCONSIN~~) Republic of Singapore
) ss
COUNTY OF ~~MILWAUKEE~~)

This instrument was acknowledged before me on the 18th day of August 2018, by Gilberto Cabral, as the Secretary of Racine Marketplace, Inc.

[Signature]
GOH TIONG YONG GEORGE JP, BBM
Justice of Peace

Notary Public, State of Wisconsin

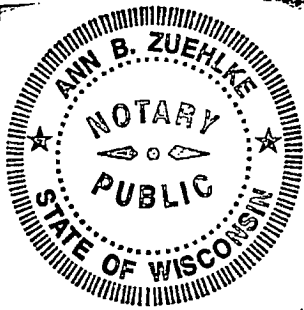
My Commission: _____

B. & K. Enterprises, Inc.

By: Alfred Bader
Name: Alfred Bader
Title: President

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on the 31st day of August 2015, by
Alfred Bader, as the President of B. & K. Enterprises, Inc.



Ann B. Zuehlke
Notary Public, State of Wisconsin
My Commission: Expires 9-27-15

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 11th day of March 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-in-Fact

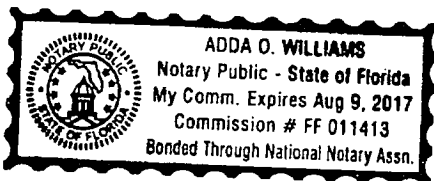
By: [Signature]
Name: Arnold Shulkin
Title: Vice President

(SEAL)

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 11th day of March, 2016, 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.

Adda O. Williams
NOTARY PUBLIC, STATE OF FLORIDA



Adda O. Williams
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 ¼ of the South West ¼ 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 ¼ 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 ^{Village} ~~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 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 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

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 ^{Village} ~~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:

That part of the Southeast 1/4 of Section 13, Town 3 North, Range 22 East, in the ^{Village}~~Town~~ 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 ^{Village}~~Town~~ 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 B

Plotted By: agranru, Plotted: Aug 19, 2015 - 4:25pm,
 Xrefs: 88140386_c.dwg; 88140386_s.dwg; 88140386_v.dwg; 88140386_e.dwg; 88140386_p.dwg; 88140386_t.dwg;
 Images: Racine_DP_2-16-2015_Page_07.dwg; Menity Map PNG;
 Comp. File: (\\virginia\\data\\88140386\\CAD\\Drawings\\88140386_CROSS_ACCESS.dwg), Layout Tab: ACCESS (2).

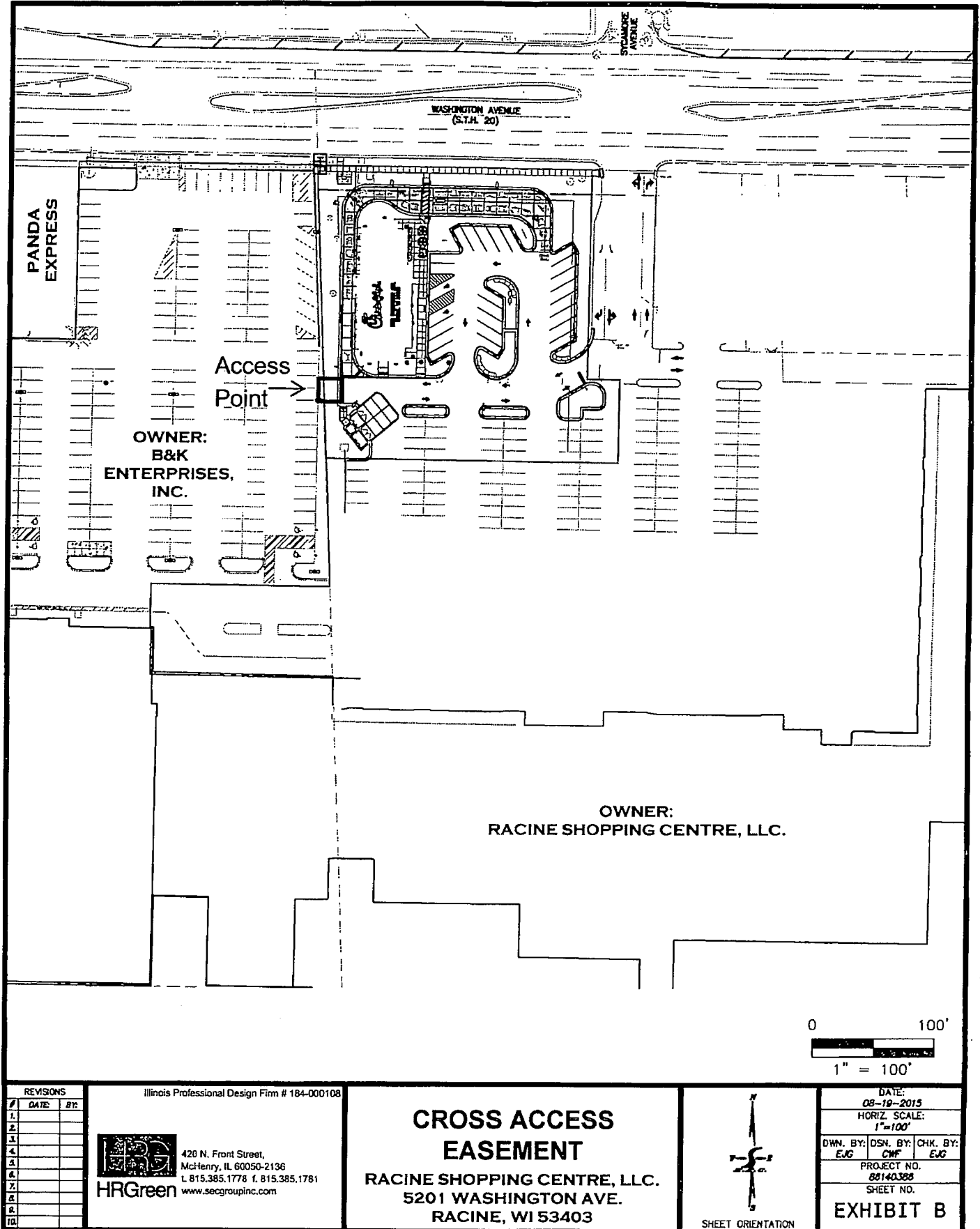
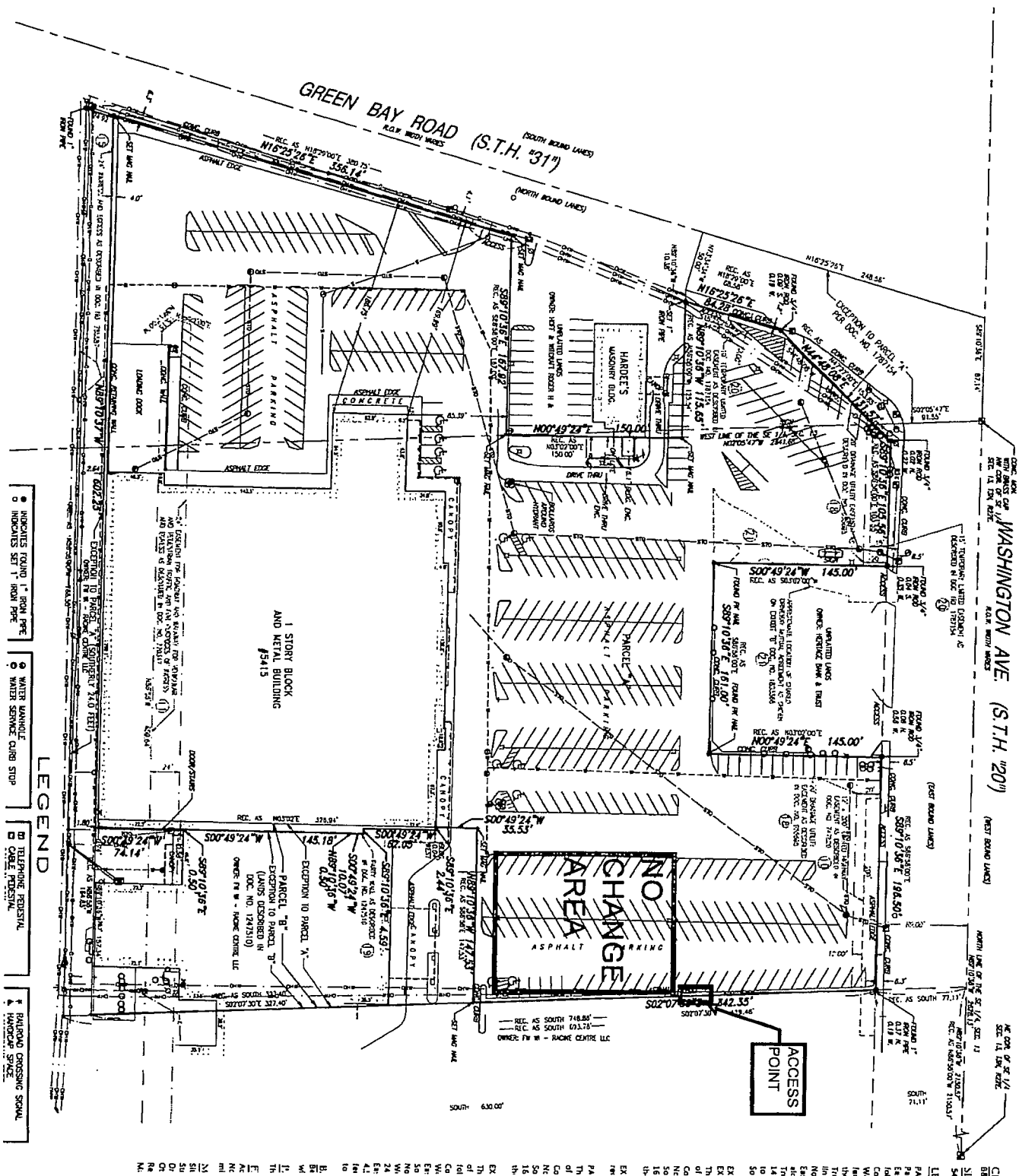


Exhibit C

No Change Area



955695

GRANT OF EASEMENT AND DEDICATION

AGREEMENT made this the 24th day of March, 1975, between ANNUITY BOARD OF THE SOUTHERN BAPTIST CONVENTION, a Texas non-profit corporation, of 511 North Akard Street, Dallas, Texas, ("Grantor") and MT. PLEASANT STORM WATER DRAINAGE DISTRICT NO. 1 ("Grantee"), a municipal corporation duly existing under and by virtue of the laws of the State of Wisconsin, of Racine County, Wisconsin.

WITNESSETH:

WHEREAS, Grantor is owner of certain real estate located in the Town of Mt. Pleasant, County of Racine, and State of Wisconsin, which real estate together with all improvements thereon Grantor is, as successor in interest to the previous owner thereof, leasing to Sears, Roebuck and Co., as Tenant under and pursuant to that certain Lease dated January 11, 1965 between G. P. and Betty J. Schoenfelder, as Landlord, and Sears, Roebuck and Co., as Tenant, which Lease is specifically referred to and incorporated herein.

WHEREAS, Grantor is desirous of granting and conveying to Grantee an easement over, under and across the said real estate, or a portion thereof as is more particularly described herein for the purpose of installation, maintenance, repair and use of a surface water drainage ditch and/or underground pipelines and mains, and Grantee is desirous of obtaining such grant and conveyance.

THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, including specifically the covenants and undertakings of Grantee, as is more fully set out herein, the Grantor does bargain, sell, convey, transfer and deliver unto the Grantee, its successors and assigns forever, a permanent easement and right-of-way (together with the temporary easement during the period of construction), including the perpetual right to enter upon the real estate hereinafter described at any time that Grantee may see fit, and construct, maintain, use and repair a surface water drainage ditch and/or underground pipelines 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 water surface drainage ditch and/or underground pipelines and mains, and the further right to remove trees, bushes, undergrowth and other obstruction interfering with the location, construction, use and maintenance of said surface water drainage ditch and/or underground pipelines and mains.

TO HAVE AND TO HOLD said permanent easement and right-of-way unto the Grantee, its successors and assigns, forever, all under the further terms, conditions and provisions hereof:

1. The easement herein granted and conveyed shall be a non-exclusive easement; the easement area is more particularly described in the legal description which is set out on Exhibit "A" attached hereto and made a part hereof, and on the plat or drawing thereof as is set out on Exhibit "B" attached hereto and made a part hereof.
2. Any installation, maintenance, repair and replacement of said underground sanitary sewer by Grantee shall be performed as expeditiously as possible so as to minimize interference with the use of Grantor's property including the

Flow of pedestrian and vehicular traffic, and Grantee shall restore such easement area to a condition as good as or better than it was prior to such installation, maintenance, repair and replacement.

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3. Grantor hereby reserves unto itself and its tenant(s) the right to locate other utilities in the aforesaid easement area subject to the approval of the Grantee, which approval shall not be unreasonably withheld.
4. Grantor hereby reserves unto itself and its tenant(s) the right to use the surface area of the aforesaid easement area for any purpose whatsoever so long as the same does not substantially interfere with Grantee's right to install, maintain, repair and replace such underground sanitary sewer. The use of the surface area for vehicular parking, vehicular and pedestrian traffic and for landscaping does not substantially interfere with Grantee's rights hereunder. Notwithstanding anything contained herein to the contrary, Grantor shall not construct a building on the easement area without prior approval of the Grantee.
5. Grantee hereby expressly agrees to hold harmless and indemnify Grantor from and against any and all liability resulting from the acts and work performed by Grantee pursuant to this instrument.
6. This Agreement shall be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and date above written.

Signed and Sealed in the Presence of:

Carla J. Smider
CARLA J. SMIDER
LORISE HARRIS
LORISE HARRIS

ATTEST:

Danny T. Borden
Secretary DANNY T. BORDEN

Grantor:

ANNUITY BOARD OF THE SOUTHERN
BAPTIST CONVENTION

By:

Clarence J. Owen
CLARENCE J. OWEN
STATE SECRETARY
SOUTHERN BAPTIST CONVENTION
ANNUITY BOARD
DISTRICT NO. 1
MT. PLEASANT
MISSISSIPPI

Grantee:

MT. PLEASANT STORM WATER DRAINAGE
DISTRICT NO. 1

Signed and Sealed in the Presence of:

By:

Albert Schueckler
ALBERT SCHUECKLER

ATTEST:

C. Edward Gruetiger
C. EDWARD GRUETIGER

STATE OF TEXAS)
) SS
COUNTY OF DALLAS)

Before me, a Notary Public, on this day personally appeared Owen Hendrix, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Vice President of the ANNUITY BOARD OF THE SOUTHERN BAPTIST CONVENTION, a non-profit corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and seal of office this 25th day of April, 1975.



Wm Lee Osborn
Notary Public, Dallas County, Texas

My commission expires: June 1 1975

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this 1st day of May 1975, the above named Albert Scheckler and C. Elwood Kreuziger to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of MT. PLEASANT STORM WATER DRAINAGE DISTRICT NO. 1, Racine County, Wisconsin.

William F. Dye
Notary Public, Racine County, Wisconsin
My commission expires: Revised



EXHIBIT "A"
TO

GRANT OF EASEMENT AND DEDICATION
FROM ANNUITY BOARD OF THE SOUTHERN BAPTIST CONVENTION, AS GRANTOR
TO
MT. PLEASANT STORM WATER DRAINAGE DISTRICT NO. 1, AS GRANTEE

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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, 2,150.57 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 North 86° 58' West, 481.71 feet to the Easterly right-of-way line of Wisconsin State Trunk Highway "31"; thence North 47° 27' East along said line, 28.00 feet to the South line of Wisconsin State Trunk Highway "20"; thence South 86° 58' East along said South line, 461.05 feet to the said point of beginning.

Excepting therefrom that part 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, 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 3° 02' West, 20.00 feet; thence North 86° 58' West, 161.00 feet; thence North 3° 02' East, 20.00 feet to the South line of Wisconsin State Trunk Highway "20"; thence South 86° 58' East, 161.00 feet along said South line to the said point of beginning.

The real estate affected by the grant of this easement also includes a temporary thirty foot (30') easement of land adjacent and running parallel to the above described permanent easement and right-of-way as may be required during the period of construction.

EXHIBIT "B"

TO

GRANT OF EASEMENT AND DEDICATION
FROM ANNUITY BOARD OF THE SOUTHERN BAPTIST CONVENTION
AS GRANTOR

MT. PLEASANT STORM WATER DRAINAGE DISTRICT NO. 1 AS GRANTEE

N 86° 58' W
20.00'

EAST 1/4 COR.
20.00'

N 100° 00' 00"

11-22-11

10-02'

DRAINAGE UTILITY
EASEMENT

ANNUITY BOARD OF THE SOUTHERN BAPTIST CONVENTION

ANNUITY BOARD OF THE SOUTHERN BAPTIST CONVENTION

EAST - WEST 1/4 SEC. 13

S. T. H. "20"

SOUTH R.O.W. LINE S.T.H. "20" S 86° 58' E 401.00'

196-50'

197-56'

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N 86° 58' W

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Register's Office
Racine County, Wis.

Received for Record

of Record

on page

SS.

12th

day of

May

A.D., 192

at 3:46

o'clock

P. M.

and recorded in Volume

35338

955695

Stanley J. Bialecki
REGISTERED CLERK

6.00

VOL 1263 PAGE 387

A PARCEL OF LAND LOCATED
IN THE SOUTHEAST 1/4 OF
SECTION 15, TOWNSHIP 3 NORTH
RANGE 22 EAST, COUNTY OF WISCONSIN,
PRESENTLY RACINE CO., WIS.

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. 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 described 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.

Frank P. Crivello
by / s/ R. A. Teper atty in fact
Frank P. Crivello

AUTHENTICATION

Signature of Frank P. Crivello, *by his attorney-in-fact Robert A. Teper* authenticated this 30th day of December, 1987.

Paul G. Hill
(Member, State Bar of Wisconsin)

This document drafted by:

James W. Hill

RETURN TO:
THOMPSON & COATES, LTD.
Box 59

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, 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. 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, EXCEPTING THEREFROM the following: Commence at the Northwest corner of Parcel 1 of said Certified Survey Map; thence North $89^{\circ}10'36''$ West 30 feet along the North line of Parcel 2; thence South $2^{\circ}07'30''$ East parallel with the West line of Parcel 1, 145 feet; thence South $89^{\circ}10'36''$ East 30 feet to the Southwest corner of Parcel 1; thence North $2^{\circ}07'30''$ 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 "B"

1. The West 194.04 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, 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 $89^{\circ}10'36''$ West 30 feet along the North line of Parcel 2; thence South $2^{\circ}07'30''$ East parallel with the West line of Parcel 1, 145 feet; thence South $89^{\circ}10'36''$ East 30 feet to the Southwest corner of Parcel 1; thence North $2^{\circ}07'30''$ 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 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, State of Wisconsin.

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

EXHIBIT C

EXHIBIT "D"

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. } SS
Received for Record 30th day of
December A.D. 1987 at 3:01
o'clock P. M. and recorded in Volume 1896
of Records on page 617
622

VCL 1896 PAGE 622

Heleen M. Schutten
Register of Deeds

all

AGREEMENT WITH RESPECT TO RESTRICTIVE COVENANT

THIS AGREEMENT is entered into on April 20, 1988
by and between G. P. Schoenfelder ("Schoenfelder") and Roger H.
Hoff ("Hoff").

RECITALS

1. Frank P. Crivello and Schoenfelder have entered into the attached Restrictive Covenant which relates to the attached Certified Survey May No. 1256.

2. 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.

3. 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:

1. That the benefit of the attached Restrictive 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. } SS

Received for Record 10th day of
May A.D. 1988 at 3:37
o'clock P. M. and recorded in Volume 1912
of Records on page 366-377

Helen M. Schuttens
Register of Deeds

R. Hoff
Roger H. Hoff

G. P. Schoenfelder
G. P. Schoenfelder

26-

Thompson & Coates

STATE OF WISCONSIN)
COUNTY OF RACINE)SS.

Personally came before me on April 20, 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

* Linda J. Poikonen
Notary Public, Racine County, WI

My commission expires 12-88-88

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

STATE OF ARIZONA)
COUNTY OF MARICOPA)SS.

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

Kathryn E. Johnson

* KATHRYN E. JOHNSON
Notary Public, Maricopa County, AZ

My commission Nov. 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

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 described 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.

Frank P. Crivello
by Robert A. Teper atty in fact
Frank P. Crivello

AUTHENTICATION

Signature of Frank P. Crivello, *by his attorney-in-fact Robert A. Teper* authenticated this 30th day of December, 1987.

Robert A. Teper
(Member, State Bar of Wisconsin)

This document drafted by:

James W. Hill

RETURN TO:
THOMPSON & COATES, LTD.
Box 59

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, 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.

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T.S. # 13132-095
13132-102

008-03-22-13-154-005

EXHIBIT "B"

1. The West 194.04 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, 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.

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T.S. # 13132-114
008-03-22¹³154-001

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 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, State of Wisconsin.

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

EXHIBIT C

VOL 1912 PAGE 372

EXHIBIT "D"

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

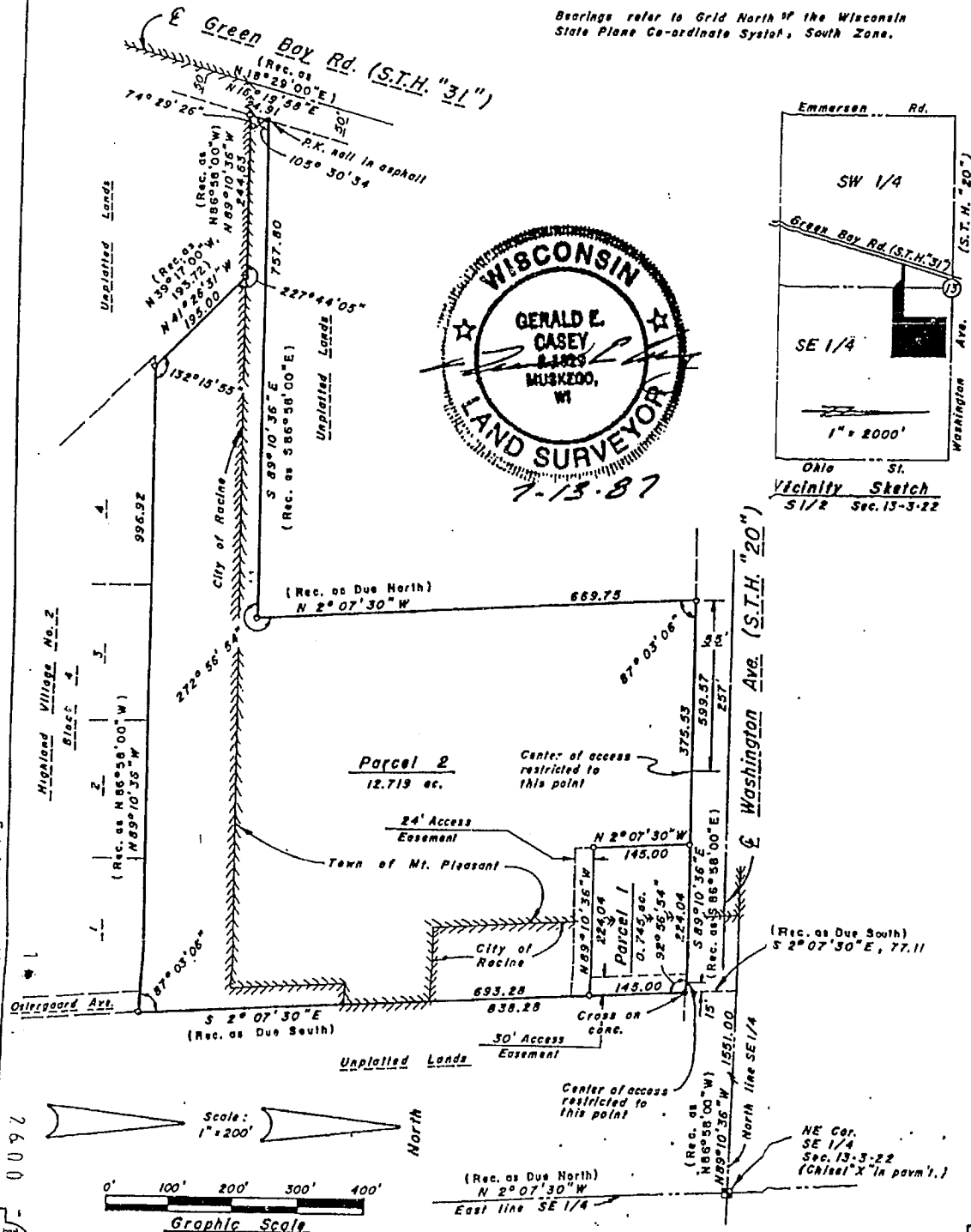
CERTIFIED SURVEY MAP NO. 1256

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.

Note:

o Denotes 1" x 24" iron pipe, 1.1 lbs. per lin. ft.
All other lot corners monumented as indicated.

Bearings refer to Grid North of the Wisconsin State Plane Co-ordinate System, South Zone.



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)


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 Highland 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.

7-13-87
Date


Gerald E. Casey
Registered Land Surveyor S-1329

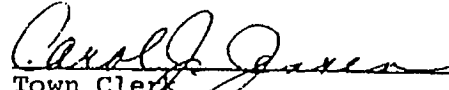


CERTIFIED SURVEY MAP NO. 1256

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.

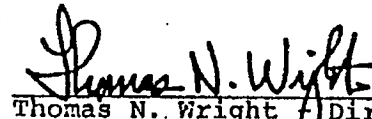
TOWN OF MT. PLEASANT APPROVAL

Approved as a Certified Survey Map this 4th day of August, 1987.


Town Clerk
Racine County
Town of Mt. Pleasant

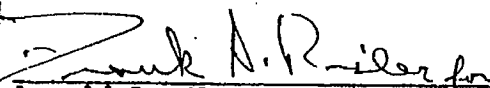
CITY OF RACINE APPROVAL

This Certified Survey Map is hereby approved by the City of Racine Planning Commission on this 29th day of July, 1987.


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 July, 1987.


Arnold L. Clement, Director
County Planning and Development
Committee



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.

WITNESS the hands and seals of said Trustees this 29th day of July, 1987.

IN THE PRESENCE OF:

Constance Papas Bacaintan
Constance Papas Bacaintan

John Dassios
John Dassios

Address of Papas Trust
230 N. Michigan
Chicago, Illinois 60601

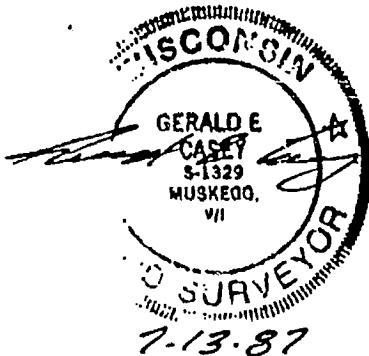
STATE OF ILLINOIS)
COOK COUNTY) SS

PERSONALLY came before me this 29th day of July, 1987, the above named Constance Papas Bacaintan and John Dassios, Trustees of the Trust created under the Last Will and Testament of Spiro J. Papas, Deceased, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

H. Reed Harris
Notary Public, H. Reed Harris
State of Illinois.

My Commission Expires December 4, 1989

This instrument was drafted by Gerald E. Casey



Register's Office
Racine County, Wis. } SS

Received for Record 4th day of August, A.D. 1987 at 12:03 o'clock P. M. and recorded in Volume 3 of CSM on page 658-661

John M. Schutt
Register of Deeds

Sheet 4 of 4

all

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.

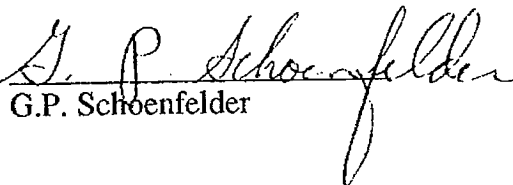
4. On April 20, 1988, Schoenfelder executed and delivered to Roger H. Hoff and Gordon Enterprises, Inc., tenant of the Restaurant Property, a certain agreement with respect to the above described Restrictive Covenant, which agreement was recorded in the office of the Racine County Register of Deeds on 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. Assignment of Restrictive Covenant. 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. Parties Bound. This assignment shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

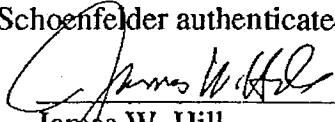
Dated April 13, 1992.


G.P. Schoenfelder

9183
04
20
1400
1

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

VOL 2144 PAGE 401

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
RACINE COUNTY, WI) SS
RECORDED _____

'92 APR 20 AM 1:08

VOL 2144 PAGE 400-402

Sh. 70. 1/2 REGISTER
OF DEEDS

1400

VOL 2144 PAGE 402

SHARED DRIVEWAY
MUTUAL AGREEMENTREGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED _____

2001 DEC -6 AM 9:43

MARK A. LADD
REGISTER OF DEEDSall
VOL 3313
PAGE 002

Agreement, dated November 30th, 2001, by and between Johnson Bank, Racine, Wisconsin 53146 (hereinafter referred to as "the Bank") and B&K Enterprises, Inc. (hereinafter referred to as "B&K"):

WHEREAS,

1. 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:

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.

2. 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:

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

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

4. 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".

5. 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:

1. That the Bank does hereby grant to B & K, and B & K does hereby grant to the Bank, a perpetual easement for a shared driveway, for ingress and egress purposes, over and across such portions of their respective properties.
2. That the purpose of the cross easements shall be to permit access to and 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.

23-

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)

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.
7. 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.
11. 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

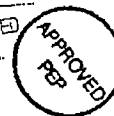
By: [Signature]

APPROVED BY:

KOHL'S DEPARTMENT STORES, INC.

By: [Signature]
R. Lawrence Montgomery
Chief Executive Officer

APPROVED
K.B.R.



HOBBY LOBBY STORES, INC.

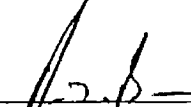
Title: CFO

By: [Signature]
Bill Darrow
Vice-President

3313 004

B&K ENTERPRISES, INC.

By:


~~Marvin Klitsner~~

Daniel Rader
Milwaukee, WI 53201

Title:

Vice President

This instrument was drafted by:

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

STATE OF WISCONSIN)
COUNTY OF Racine) SS.

Personally came before me this 8th day of November, 2001, Dennis Axelson, the Chief Financial Officer of JOHNSON BANK, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as such Officer of said Organization, by its authority.

[NOTARIAL SEAL]

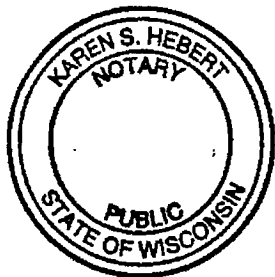
Amy L. Bergemann
Name: Amy L. Bergemann
Notary Public, State of Wisconsin
My Commission: 10-16-05

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) SS.

Personally came before me this 9th day of November, 2001, R. Lawrence Montgomery, the Chief Executive Officer of KOHL'S DEPARTMENT STORES, INC., a Delaware corporation, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as such officer of said corporation, by its authority.

[NOTARIAL SEAL]

Karen S. Hebert
Name: Karen S. Hebert
Notary Public, State of Wisconsin
My Commission: 12/22/02



STATE OF OKLAHOMA)
) SS.
 COUNTY OF Oklahoma)

Personally came before me this 12th day of November, 2001, Bill Darrow, the Vice-President of **HOBBY LOBBY STORES, INC.**, an Oklahoma corporation, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as such officer of said corporation, by its authority.

[NOTARIAL SEAL]

Carla S. Crowell
 Name: CARLA S. CROWELL
 Notary Public, State of Oklahoma
 My Commission: My Commission Expires Mar. 27, 2002

STATE OF WISCONSIN)
) SS.
 COUNTY OF Milwaukee)

Personally came before me this 10th day of November, 2001, Daniel Bader, the vice president of **B & K ENTERPRISES, INC.**, a Wisconsin corporation, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as such officer of said corporation, by its authority.

[NOTARIAL SEAL]



Sheryl Ramthun
 Name: Sheryl Ramthun
 Notary Public, State of Wisconsin
 My Commission: 11/13/2005
 Expires

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.

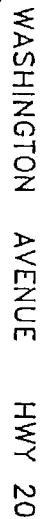


EXHIBIT "B"



1. LOT 1	1. LOT 1
2. LOT 2	2. LOT 2
3. LOT 3	3. LOT 3
4. LOT 4	4. LOT 4
5. LOT 5	5. LOT 5
6. LOT 6	6. LOT 6
7. LOT 7	7. LOT 7
8. LOT 8	8. LOT 8
9. LOT 9	9. LOT 9
10. LOT 10	10. LOT 10
11. LOT 11	11. LOT 11
12. LOT 12	12. LOT 12
13. LOT 13	13. LOT 13
14. LOT 14	14. LOT 14
15. LOT 15	15. LOT 15
16. LOT 16	16. LOT 16
17. LOT 17	17. LOT 17
18. LOT 18	18. LOT 18
19. LOT 19	19. LOT 19
20. LOT 20	20. LOT 20
21. LOT 21	21. LOT 21
22. LOT 22	22. LOT 22
23. LOT 23	23. LOT 23
24. LOT 24	24. LOT 24
25. LOT 25	25. LOT 25
26. LOT 26	26. LOT 26
27. LOT 27	27. LOT 27
28. LOT 28	28. LOT 28
29. LOT 29	29. LOT 29
30. LOT 30	30. LOT 30
31. LOT 31	31. LOT 31
32. LOT 32	32. LOT 32
33. LOT 33	33. LOT 33
34. LOT 34	34. LOT 34
35. LOT 35	35. LOT 35
36. LOT 36	36. LOT 36
37. LOT 37	37. LOT 37
38. LOT 38	38. LOT 38
39. LOT 39	39. LOT 39
40. LOT 40	40. LOT 40
41. LOT 41	41. LOT 41
42. LOT 42	42. LOT 42
43. LOT 43	43. LOT 43
44. LOT 44	44. LOT 44
45. LOT 45	45. LOT 45
46. LOT 46	46. LOT 46
47. LOT 47	47. LOT 47
48. LOT 48	48. LOT 48
49. LOT 49	49. LOT 49
50. LOT 50	50. LOT 50
51. LOT 51	51. LOT 51
52. LOT 52	52. LOT 52
53. LOT 53	53. LOT 53
54. LOT 54	54. LOT 54
55. LOT 55	55. LOT 55
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58. LOT 58	58. LOT 58
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61. LOT 61	61. LOT 61
62. LOT 62	62. LOT 62
63. LOT 63	63. LOT 63
64. LOT 64	64. LOT 64
65. LOT 65	65. LOT 65
66. LOT 66	66. LOT 66
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70. LOT 70	70. LOT 70
71. LOT 71	71. LOT 71
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76. LOT 76	76. LOT 76
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78. LOT 78	78. LOT 78
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83. LOT 83	83. LOT 83
84. LOT 84	84. LOT 84
85. LOT 85	85. LOT 85
86. LOT 86	86. LOT 86
87. LOT 87	87. LOT 87
88. LOT 88	88. LOT 88
89. LOT 89	89. LOT 89
90. LOT 90	90. LOT 90
91. LOT 91	91. LOT 91
92. LOT 92	92. LOT 92
93. LOT 93	93. LOT 93
94. LOT 94	94. LOT 94
95. LOT 95	95. LOT 95
96. LOT 96	96. LOT 96

**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 21st day of February, 2013, by and between W.C. APPLETON 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 Exhibit "A-2".

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. Recitals and Definitions. 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. Easement Area; Legal Description and Depiction. 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. Covenants Run with the Land. 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. Governing Law. This First Amendment shall be construed and enforced in accordance with the Laws of the State of Wisconsin.

5. Ratification. 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. Authority. 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. Successors in Interest. 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. Notices. 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. Invalidity. 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. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this 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. Enforcement. 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: January 13, 2013

B. & K. ENTERPRISES, INC.,
a Wisconsin corporation

By: [Signature]

Name: Daniel Bader

Title: Vice President

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on January ____, 2013, by
_____, as _____ of W.C.
Appleton Developments, LLC, a California limited liability company.

Name: _____

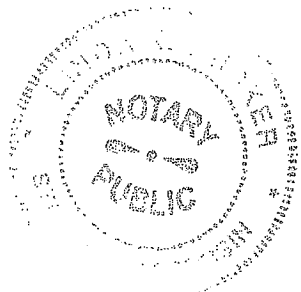
Notary Public, State of Wisconsin

My commission expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF Milwaukee

This instrument was acknowledged before me on January 31, 2013, by
Daniel Bader, as President of
B. & K. Enterprises, Inc., a Wisconsin corporation.



[Signature]
Name: Linda K. Rucker

Notary Public, State of Wisconsin

My commission expires: March 2, 2014

Dated: 1/31/13

W.C. Appleton Developments, LLC,
a California limited liability company

By: [Signature]
Name: Peggy Tsang Cherry
Title: Manager

Dated: _____

B. & K. ENTERPRISES, INC.,
a Wisconsin corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on January ____, 2013, by
_____, as _____ of W.C.
Appleton Developments, LLC, a California limited liability company.

See A-Hatch

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF _____

This instrument was acknowledged before me on _____, 2013, by
_____, as _____ of
B. & K. Enterprises, Inc., a Wisconsin corporation.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

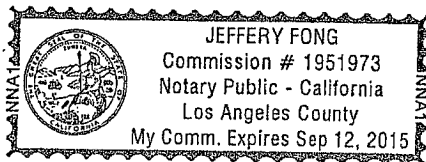
ACKNOWLEDGMENT

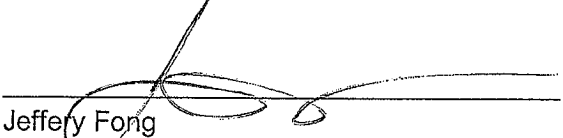
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

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
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

By: _____

Name: _____

Title: _____

Dated: _____

Wisconsin Department of Transportation

By: Sheri Schmit

Name: SHERI SCHMIT

Title: SE REGION PLANNING CHIEF

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF RACINE

This instrument was acknowledged before me on _____, 2013, by _____, as _____ of the Village of Mt. Pleasant.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF WAUKESHA

This instrument was acknowledged before me on February 4, 2013, by SHERI SCHMIT, as SE REGION PLANNING CHIEF of the Wisconsin Department of Transportation.

Juanita Swenson
Name: Juanita SWENSON
Notary Public, State of Wisconsin
My commission expires: 3-6-16

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.

Dated: February 15, 2013

Approved by:

Village of Mt. Pleasant

By: [Signature]

Name: RON MEYER

Title: DIRECTOR OF PLANNING AND DEVELOPMENT

Dated: _____

Wisconsin Department of Transportation

By: _____

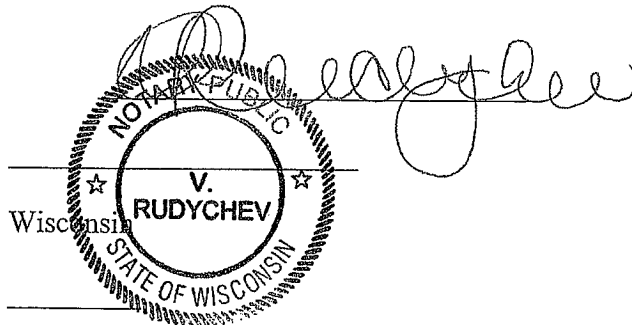
Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF RACINE

This instrument was acknowledged before me on February 15, 2013, by
Ron Meyer, as Director of Planning & Development
of the Village of Mt. Pleasant.



Name: V. Rudychev

Notary Public, State of

My commission expires: 02.16.14

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF _____

This instrument was acknowledged before me on _____, 2013, by
_____, as _____
of the Wisconsin Department of Transportation.

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 2 North, Range 22 East, in the ~~East~~ of 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 693.78 feet; thence North 86° 58' West 766.58 feet to the Easterly right of way line of Wisconsin State Trunk Highway 31; thence North 16° 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 125.56 feet to the said Easterly

*** CONTINUED ***

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 EXCEPTING THEREFROM the parcel described as follows:

* Village

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 B:

* Village

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 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:

* Village

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, 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 413.46 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, 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, 2.44 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-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:

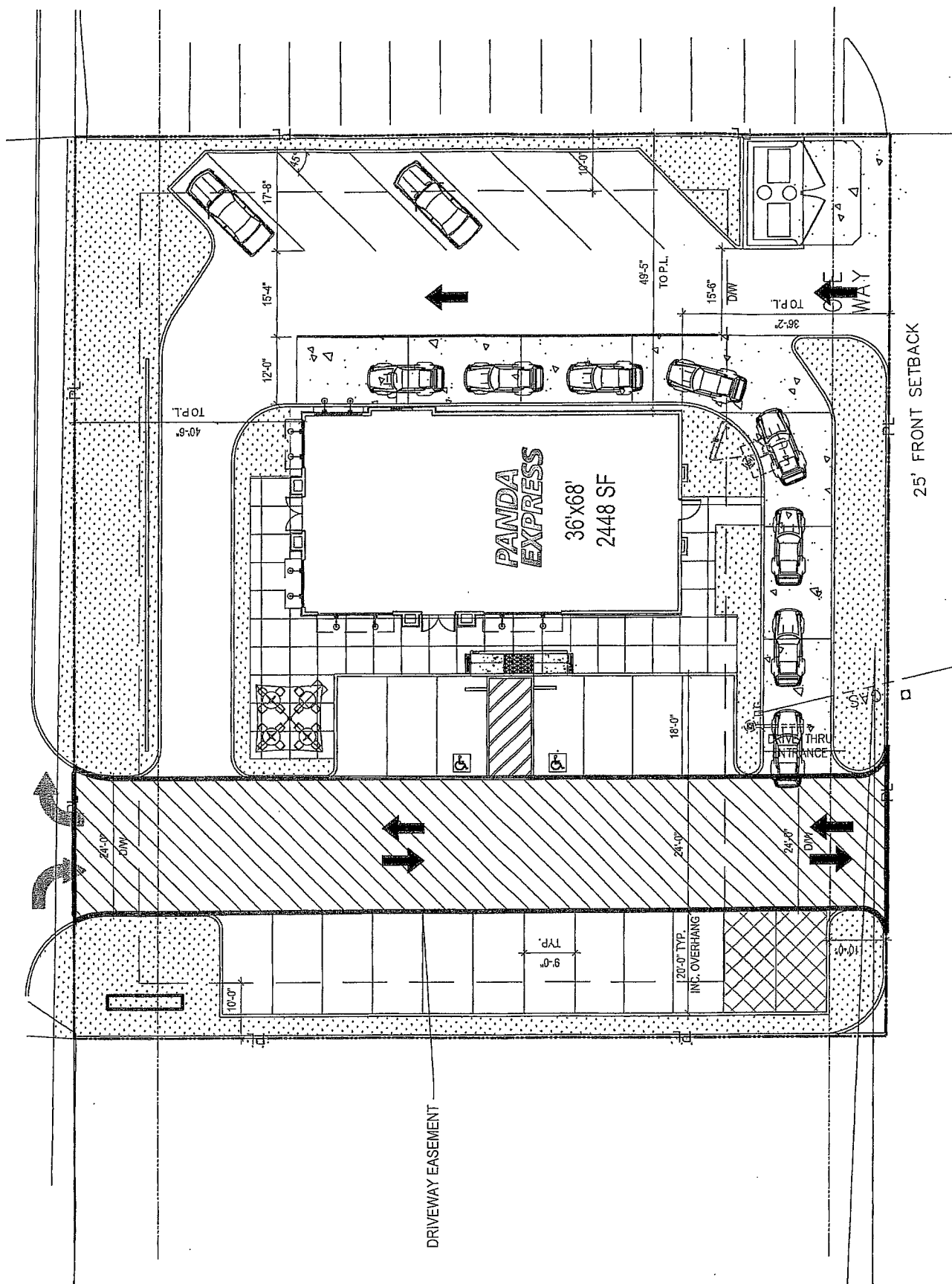
Commencing at the East 1/4 corner of Section 13; thence North 86°58'00" West 2455.77 feet along the East-West 1/4 line of said Section 13; thence South 03°02'00" West 77.01 feet to a point on the South right of way line of Washington Avenue (S.T.H. 20) (variable width) for THE PLACE OF BEGINNING OF THIS 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]



009

SIGN EASEMENT AGREEMENT

Document Number

Document #: **2395408**

Date: 12-02-2014 Time: 02:24:00 PM Pages: 11

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Foley & Lardner LLP

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

Foley & Lardner LLP

Attn: Joseph S. Rupkey

777 East Wisconsin Avenue

Milwaukee, WI 53202-5306

151-03-22-13-170-000 and 151-03-22-13-158-000

Parcel Identification Number (PIN)

SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT (this "Agreement") is made and effective as of the 14th day of November, 2014, by and between B. & K. ENTERPRISES, INC., a Wisconsin corporation ("B & K"), and ROGER H. HOFF AND DAVID WITCRAFT, as tenants in common (together, "Racine Partners").

WITNESSETH:

WHEREAS, B & K is the owner of certain real property located in the Village of Mt. Pleasant, Racine County, Wisconsin, as more particularly described on EXHIBIT A attached hereto and made a part hereof (the "B & K Parcel"), and as depicted on the site plan attached hereto and made a part hereof as EXHIBIT C (the "Site Plan");

WHEREAS, Racine Partners is the owner of certain real property located in the Village of Mt. Pleasant, Racine County, Wisconsin contiguous to the B & K Parcel, as more particularly described on EXHIBIT B attached hereto and made a part hereof (the "Racine Partners Parcel"), and as depicted on the Site Plan; and

WHEREAS, Racine Partners currently maintains a pylon sign (the "Existing Pylon Sign") on a portion of the B & K Parcel in the location identified as "Existing Pylon Sign" on the Site Plan, and B & K desires that the Existing Pylon Sign be removed from the B & K Parcel; and

WHEREAS, in lieu of the Existing Pylon Sign, B & K desires to grant to Racine Partners, and Racine Partners desires to obtain from B & K, an easement for the right and privilege to place and maintain on the Monument Sign (as hereinafter defined) sign panels identifying the occupant of the Racine Partners Parcel, all as more particularly set forth in this Agreement.

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

1. Construction of Monument Sign; Easement. B & K shall construct, or cause to be constructed, a monument sign in conformance with the specifications attached hereto and made a part hereof as EXHIBIT D (the "Monument Sign"), on that portion of the B & K Parcel identified as "New Monument Sign" on the Site Plan. B & K hereby grants and conveys to Racine Partners, for its use and for the use of any occupant of the Racine Partners Parcel designated in writing by Racine Partners or its assignees, a perpetual, non-exclusive easement over, upon and across the B & K Parcel for the placement, replacement, operation, maintenance and repair of sign panels on the Monument Sign in the locations designated to Racine Partners on EXHIBIT D. Racine Partners shall reimburse B & K, within twenty (20) days following construction of the Monument Sign and receipt of an invoice therefor, for Racine Partners' Proportionate Share of all costs and expenses incurred by B & K in connection with the construction of the Monument Sign. As used in this Agreement, "Racine Partners' Proportionate Share" is equal to twenty-five percent (25%). Notwithstanding anything in this Agreement to the contrary, Racine Partners shall, at no cost or expense to B & K, install and maintain on the Monument Sign sign panels identifying the occupant of the Racine Partners Parcel in a safe and good state of repair and in compliance with all applicable laws, as well as repair and restore any damage to the surface of the B & K Parcel or any improvements thereon incurred in connection therewith.

2. Removal of Existing Pylon Sign. Following substantial completion of the Monument Sign, B & K shall have the right to remove the Existing Pylon Sign from the B & K Parcel. Racine Partners shall reimburse B & K, within twenty (20) days following such removal and receipt of an invoice therefor, for fifty percent (50%) of all costs and expenses incurred by B & K in connection with the removal and disposal of the Existing Pylon Sign.

3. Maintenance and Repair. Upon the completion of the initial construction of the Monument Sign, B & K shall operate, maintain and repair the Monument Sign in a safe and good state of repair and in compliance with all applicable laws. Racine Partners shall, within thirty (30) days following receipt of an invoice therefor, be responsible for Racine Partners' Proportionate Share of the costs to operate, maintain, insure, repair, replace and reconstruct the Monument Sign. Notwithstanding the foregoing, Racine Partners shall, at no cost or expense to B & K, maintain any sign panels on the Monument Sign identifying the occupant of the Racine Partners Parcel in a safe and good state of repair and in compliance with all applicable laws.

4. Sign Panel Approval. B & K shall have the right to approve the design and size of all panel inserts on the Monument Sign; provided, however, Racine Partners shall have the unqualified right to use in the space allocated to it on the Monument Sign the standard prototype identification, as the same exists from time to time, of Hardee's or any other national or regional occupant of the Racine Partners Parcel that operates more than twenty (20) locations.

5. Interest. Any time a party hereto shall not pay any sum payable hereunder to another within five (5) days of the due date, such delinquent party shall pay interest on such amount from the due date to and including the date such payment is received by the party entitled thereto, at the lesser of (i) twelve percent (12%) per annum or (ii) the highest rate permitted by law to be paid on such type of obligation.

6. Indemnity. B & K and Racine Partners shall indemnify, defend and hold each other harmless from and against all injuries, damages, claims and losses to or of any person or property related to or arising from the use of the Monument Sign by the indemnifying party and its employees, contractors, agents and designated occupants, except to the extent such injuries, damages, claims or losses are caused by the negligent or willful misconduct of the indemnified parties or their respective employees, contractors, agents or designated occupants.

7. Real Property Taxes. Racine Partners shall not, by reason of this Agreement, be obligated to pay any real estate taxes or special assessments levied against the B & K Parcel.

8. Miscellaneous.

(a) Covenants Running with the Land. This Agreement and all of the terms and conditions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, and shall be "covenants running with the land". Either party shall have the right to convey, in whole or in part, its right, title and interest in and to the B & K Parcel or the Racine Parcel, as applicable, and upon such conveyance the conveying party shall be released from any obligations hereunder thereafter accruing, and the other party agrees to look solely to the successor in interest of the conveying party for the performance of such obligations.

(b) Enforcement. Any party hereto may enforce this Agreement by appropriate action at law or in equity, and the prevailing party in such action shall be entitled to recover as part of its costs, reasonable attorneys' fees and court costs.

(c) Waiver. No waiver of, acquiescence in, or consent to any breach or default of any term or condition hereof shall constitute or be construed as a waiver of, acquiescence in, or consent to any other, further or succeeding breach or default of the same or any other term or condition.

(d) Severability. If any term or condition of this Agreement shall, in any case, be invalid or unenforceable under applicable law, then the same and all other terms and conditions of this Agreement shall, in all other cases, not be affected thereby, and all such terms and conditions shall be valid and enforceable to the fullest extent permitted by applicable law.

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

(f) Notices. Notices herein required shall be in writing and shall be served upon the parties, either personally, mailed by certified or registered mail, return receipt requested, or sent via Federal Express or another nationally recognized overnight courier service:

B & K:

B. & K. Enterprises, Inc.
Attn: Daniel Bader
924 East Juneau Avenue
Suite 622
Milwaukee, Wisconsin 53202

Racine Partners:

c/o David Witcraft
Metes & Bounds Management Co.
6640 Lyndale Avenue South, #100
Richfield, Minnesota 55423

A party's address may be changed from time to time by such party giving notice as provided above to the other parties noted above.

(g) Not a Public Dedication; No Third-Party Beneficiary Nothing herein contained shall be deemed to be a gift or dedication of any portion of the B & K Parcel to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no rights or privileges of any party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.

(h) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[signature pages follow]

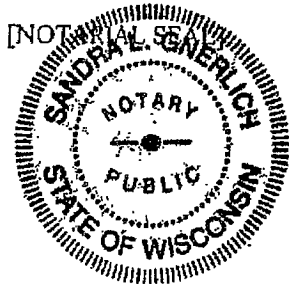
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

B. & K. ENTERPRISES, INC.,
a Wisconsin corporation

By: [Signature]
Daniel Bader, President


STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on November 14, 2014, by Daniel Bader, as President of B. & K. Enterprises, Inc., a Wisconsin corporation.



[Signature]
Name Printed: Sandra L. Gnerlich
Notary Public, County of Milwaukee
My commission expires: 8/23/2015

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

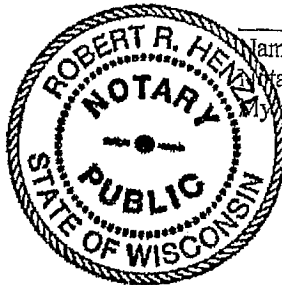


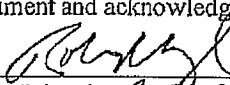
Roger H. Hoff

STATE OF WISCONSIN)
COUNTY OF RACINE) SS.

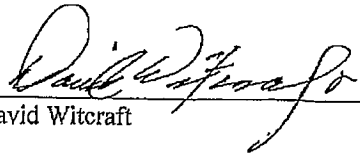
This instrument was acknowledged before me on November 11, 2014, by Roger H. Hoff, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[NOTARIAL SEAL]




Name Printed: ROBERT R. HENZEL
Notary Public, County of RACINE
My commission expires: permanent

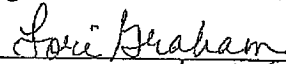
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

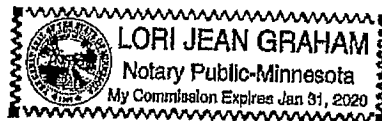

David Witcraft

STATE OF Minnesota)
COUNTY OF Hennepin) SS.

This instrument was acknowledged before me on November 10, 2014, by David Witcraft, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[NOTARIAL SEAL]


Name Printed: Lori Graham
Notary Public, County of Hennepin
My commission expires: Jan. 31, 2020



This instrument was drafted by, and, after recording, should be returned to Joseph S. Rupkey of Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5306.

EXHIBIT A

Legal Description of the B & K Parcel

PARCEL A:

Part of the Southeast 1/4 and the Southwest 1/4 of Section 13, Town 3 North, Range 22 East, in the Village of 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 693.78 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 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 Village 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 B:

That part of the Southeast 1/4 of Section 13, Town 3 North, Range 22 East, in the Village 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 Village 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, 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, 2.44 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

Legal Description of the Racine Partners Parcel

That 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 ¼ line of said Section at a point that is located North 86° 58' West 2611.62 feet from the East ¼ 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 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 Village of Mt. Pleasant, County of Racine and State of Wisconsin.

EXHIBIT C

Site Plan

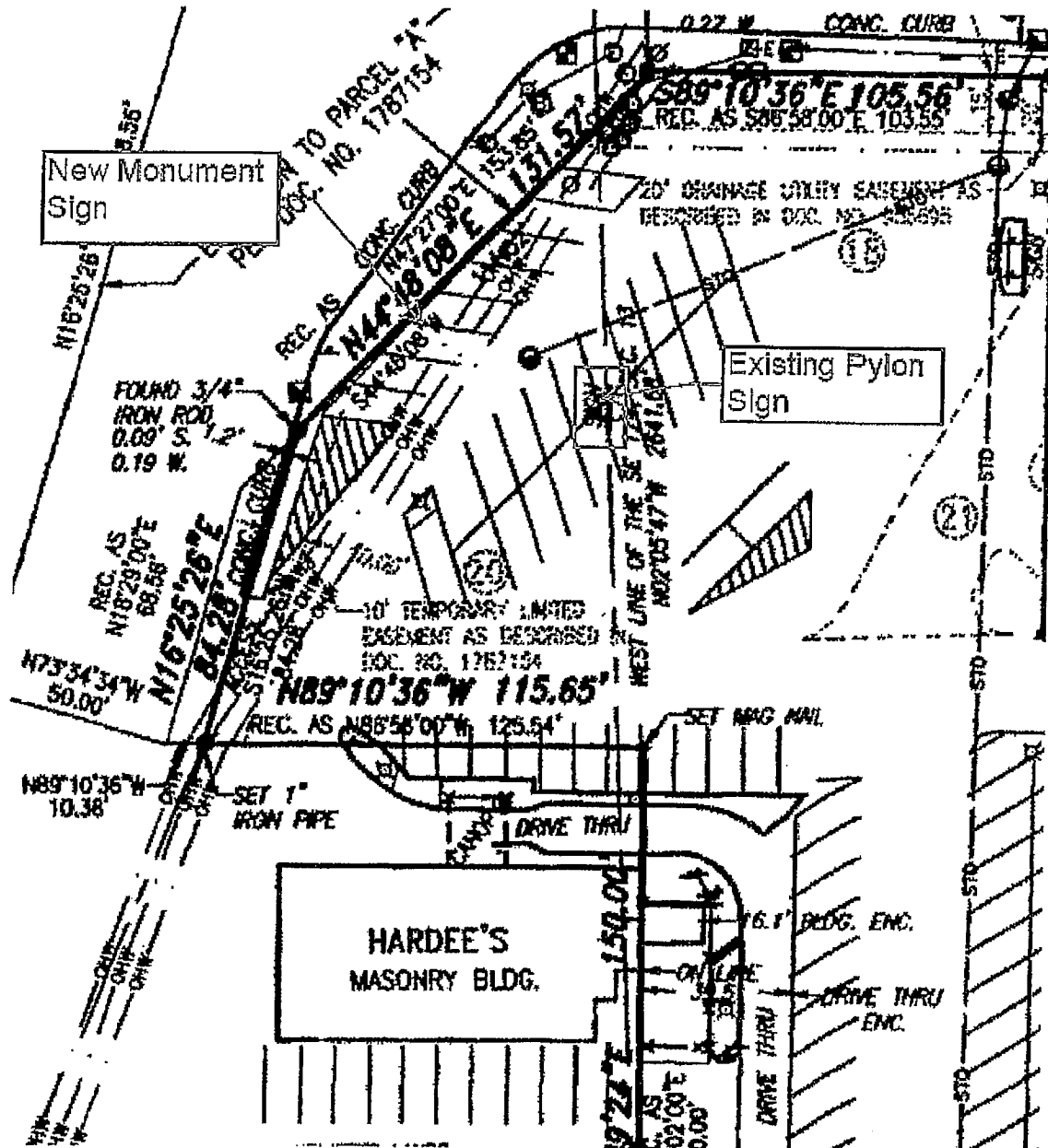
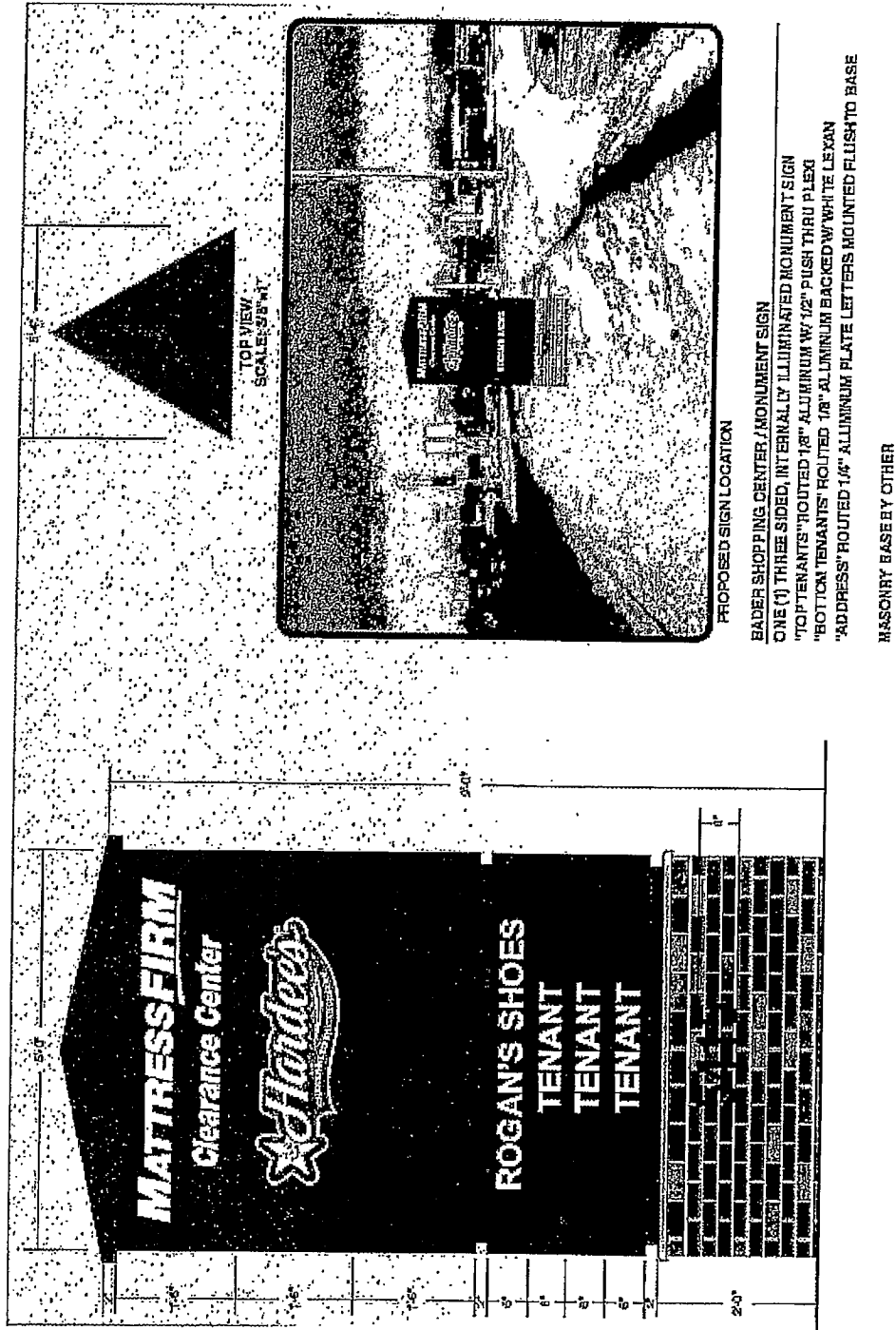


EXHIBIT D

Monument Sign Design and Dimensions



all

EASEMENT AGREEMENT

Document Number

Document #: **2395409**

Date: 12-02-2014 Time: 02:24:00 PM Pages: 11

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Foley & Lardner LLP

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

Foley & Lardner LLP

Attn: Joseph S. Rupkey

777 East Wisconsin Avenue

Milwaukee, WI 53202-5306

151-03-22-13-170-000 and 151-03-22-13-158-000

Parcel Identification Number (PIN)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and effective as of the 4th day of November, 2014, by and between B. & K. ENTERPRISES, INC., a Wisconsin corporation ("B & K"), and ROGER H. HOFF AND DAVID WITCRAFT, as tenants in common (together, "Racine Partners").

WITNESSETH:

WHEREAS, B & K is the owner of certain real property located in the Village of Mt. Pleasant, Racine County, Wisconsin, as more particularly described on EXHIBIT A attached hereto and made a part hereof (the "B & K Parcel"), and as partially depicted on the site plan attached hereto and made a part hereof as EXHIBIT C (the "Site Plan");

WHEREAS, Racine Partners is the owner of certain real property located in the Village of Mt. Pleasant, Racine County, Wisconsin contiguous to the B & K Parcel, as more particularly described on EXHIBIT B attached hereto and made a part hereof (the "Racine Partners Parcel"), and as depicted on the Site Plan, on which a Hardee's restaurant is operated as of the date hereof;

WHEREAS, certain improvements associated with the use of the Racine Partners Parcel as a Hardee's restaurant encroach upon the B & K Parcel; and

WHEREAS, Racine Partners desires to obtain from B & K, and B & K desires to grant to Racine Partners, an easement for the continuance of such encroachments, all as more particularly set forth in this Agreement.

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

1. Existing Encroachments. As shown on the Site Plan, the following improvements associated with the use of the Racine Partners Parcel as a Hardee's restaurant encroach upon the B & K Parcel: (i) in Encroachment Area 1 (as depicted on the Site Plan), the drive-thru lane and related improvements, a walk-in cooler addition to the Hardee's building located on the Racine Partners Parcel (the "Primary Hardee's Building") and curb improvements, and (ii) in Encroachment Area 2 (as depicted on the Site Plan), curb improvements (all such existing encroachments being referred to herein individually, as an "Encroachment" and, collectively, as the "Encroachments").

2. Grant of Easements. B & K hereby grants to Racine Partners, as owner of the Racine Partners Parcel, for its use and for the use of any occupant of the Racine Partners Parcel, and their respective employees and invitees (collectively, "Permitees"), (i) an easement for the continued maintenance of the Encroachments within Encroachment Area 1 and Encroachment Area 2, as applicable, and (ii) an easement for the passage and accommodation of vehicles (but not for parking purposes) on, over and across the drive-thru lane located within Encroachment Area 1 in connection with the operation of the Primary Hardee's Building. The easements granted herein shall automatically terminate as to (a) all of the Encroachments upon the discontinuance of business operations on the Racine Partners Parcel for a period in excess of twelve (12) consecutive months, or (b) any particular Encroachment upon the removal of same by Racine Partners or its tenant and such party's failure to restore same for a period in

excess of twelve (12) consecutive months thereafter. Upon the termination of any easement as aforesaid, Racine Partners shall, within thirty (30) days after written demand by B & K, promptly remove the applicable Encroachment(s) and restore any damage to the surface of the B & K Parcel or any improvements thereon incurred in connection with such removal. If Racine Partners fails to remove the applicable Encroachment(s) as aforesaid (or to repair any damage to the B & K Parcel in connection therewith), then B & K shall have the right to remove the applicable Encroachment(s) (or to repair such damage), in which event Racine Partners shall pay the costs incurred by B & K within ten (10) days after receipt of an invoice.

3. **Maintenance.** Racine Partners shall, at its sole cost and expense, maintain, repair and replace the Encroachments in good order, condition and repair. The maintenance, repair and replacement obligations of Racine Partners hereunder shall include, but not be limited to: (i) maintaining all paved surfaces and curbs in a smooth and evenly covered condition, including, without limitation, replacing base, skin patching, resealing, resurfacing and restriping, and (ii) removing all papers, debris, filth, refuse, ice and snow.

4. **Indemnification.** Racine Partners shall indemnify, defend and hold B & K and its officers, directors, employees, contractors, tenants, agents, representatives and invitees (collectively, the "Indemnified Parties"), harmless from and against and any and all injuries, damages, claims, liabilities, losses, actions, fees, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees) arising out of the use or occupancy of the Encroachments by Racine Partners, its Permittees, or any party acting by, through or under Racine Partners or said Permittees, or the exercise of any rights granted hereunder by any of said parties.

5. **Insurance.** So long as this Agreement is in force, Racine Partners shall maintain in full force and effect commercial liability insurance that (i) covers loss or damage arising out of the Encroachments and the use of the Encroachments by Racine Partners and its Permittees; (ii) covers the contractual indemnity set forth in Paragraph 4. hereof; (iii) is primary in the event of any claim or loss in any way arising out of the use of the Encroachments by Racine Partners or any of its Permittees; and (iv) names B & K as an additional insured. Prior to the date hereof, and annually hereafter, Racine Partners shall provide B & K with reasonable evidence of such insurance written by an insurance company licensed in the State of Wisconsin and reasonably satisfactory to the B & K, including such coverages and in such amounts as may be reasonably satisfactory to B & K.

6. **Liens; Taxes.** Racine Partners shall not permit the filing of any liens on the B & K Parcel as a result of the exercise of its rights hereunder. Racine Partners shall not, by reason of this Agreement, be obligated to pay any real estate taxes or special assessments levied against the B & K Parcel.

7. **Default.** It shall be a default hereunder if any party (i) fails to pay any sums payable hereunder by such party within ten (10) days of the same becoming due and owing, or (ii) fails to perform each and all of its obligations hereunder (other than payment obligations) within thirty (30) days after such party's receipt of written notice setting forth such failure; provided, however, that if such default is not of a type that can reasonably be corrected within thirty (30) days, then if such party fails to promptly commence and proceed in good faith with due diligence to correct such default.

8. **Interest.** Any time a party hereto shall not pay any sum payable hereunder to another within five (5) days of the due date, such delinquent party shall pay interest on such amount from the due date to and including the date such payment is received by the party entitled thereto, at the lesser of (i) twelve percent (12%) per annum or (ii) the highest rate permitted by law to be paid on such type of obligation.

9. Miscellaneous.

(a) Covenants Running with the Land. All of the terms, covenants, and conditions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns as subsequent owners of the B & K Parcel and the Racine Partners Parcel, it being the intent of the parties hereto that all of the covenants hereunder shall be "covenants running with the land" and shall inure to the benefit of and be binding upon the B & K Parcel and the Racine Partners Parcel. Either party shall have the right to convey, in whole or in part, its right, title and interest in and to the B & K Parcel or the Racine Parcel, as applicable, and upon such conveyance the conveying party shall be released from any obligations hereunder thereafter accruing, and the other party agrees to look solely to the successor in interest of the conveying party for the performance of such obligations.

(b) Enforcement. Any party hereto may enforce this Agreement by appropriate action at law or in equity, and the prevailing party in such action shall be entitled to recover as part of its costs, reasonable attorneys' fees and court costs.

(c) Amendment. This Agreement may not be modified or amended, except by a writing executed and delivered by B & K and Racine Partners, or their respective successors and assigns.

(d) Waiver. No waiver of, acquiescence in, or consent to any breach or default of any term or condition hereof shall constitute or be construed as a waiver of, acquiescence in, or consent to any other, further or succeeding breach or default of the same or any other term or condition.

(e) Severability. If any term or condition of this Agreement shall, in any case, be invalid or unenforceable under applicable law, then the same and all other terms and conditions of this Agreement shall, in all other cases, not be affected thereby, and all such terms and conditions shall be valid and enforceable to the fullest extent permitted by applicable law.

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

(g) Notices. Notices herein required shall be in writing and shall be served upon the parties, either personally, mailed by certified or registered mail, return receipt requested, or sent via Federal Express or another nationally recognized overnight courier service:

B & K:

B. & K. Enterprises, Inc.
Attn: Daniel Bader
924 East Juneau Avenue
Suite 622
Milwaukee, Wisconsin 53202

Racine Partners:

c/o David Witcraft
Metes & Bounds Management Co.
6640 Lyndale Avenue South, #100
Richfield, Minnesota 55423

A party's address may be changed from time to time by such party giving notice as provided above to the other parties noted above.

(h) Interpretation. All terms and words used in this Agreement, whether singular or plural, and regardless of the gender thereof, shall be deemed to include any other number or other gender as the context may require.

(i) Not a Public Dedication; No Third-Party Beneficiary Nothing herein contained shall be deemed to be a gift or dedication of any portion of the B & K Parcel to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no rights or privileges of any party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

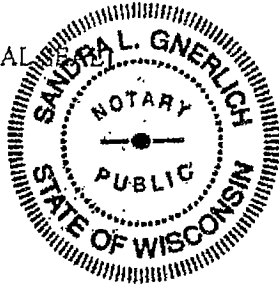
B. & K. ENTERPRISES, INC.,
a Wisconsin corporation

By: [Signature]
Daniel Bader, President

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on November 14, 2014, by Daniel Bader, as President of B. & K. Enterprises, Inc., a Wisconsin corporation.

[NOTARIAL



[Signature]
Name Printed: Sandra L. Gnerlich
Notary Public, County of Milwaukee
My commission expires: 8/23/2015

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

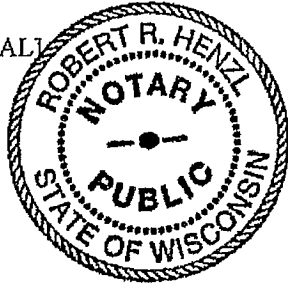


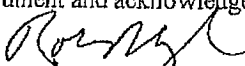
Roger H. Hoff

STATE OF WISCONSIN)
COUNTY OF RACINE) SS.

This instrument was acknowledged before me on November 11, 2014, by Roger H. Hoff, to me known to be the person who executed the foregoing instrument and acknowledged the same.

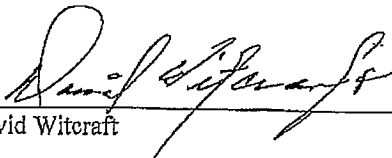
[NOTARIAL SEAL]





Name Printed: ROBERT R. HENZL
Notary Public, County of RACINE
My commission expires: permanently

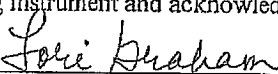
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

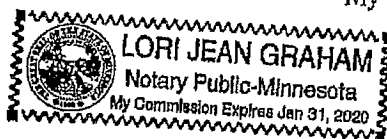

David Witcraft

STATE OF Minnesota)
COUNTY OF Hennepin) SS.

This instrument was acknowledged before me on November 10, 2014, by David Witcraft, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[NOTARIAL SEAL]


Name Printed: Lori Graham
Notary Public, County of Hennepin
My commission expires: Jan. 31, 2020



This instrument was drafted by, and, after recording, should be returned to Joseph S. Rupkey of Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5306.

EXHIBIT A

Legal Description of the B & K Parcel

PARCEL A:

Part of the Southeast 1/4 and the Southwest 1/4 of Section 13, Town 3 North, Range 22 East, in the Village of 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 693.78 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 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 Village 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 B:

That part of the Southeast 1/4 of Section 13, Town 3 North, Range 22 East, in the Village 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 Village 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, 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, 2.44 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

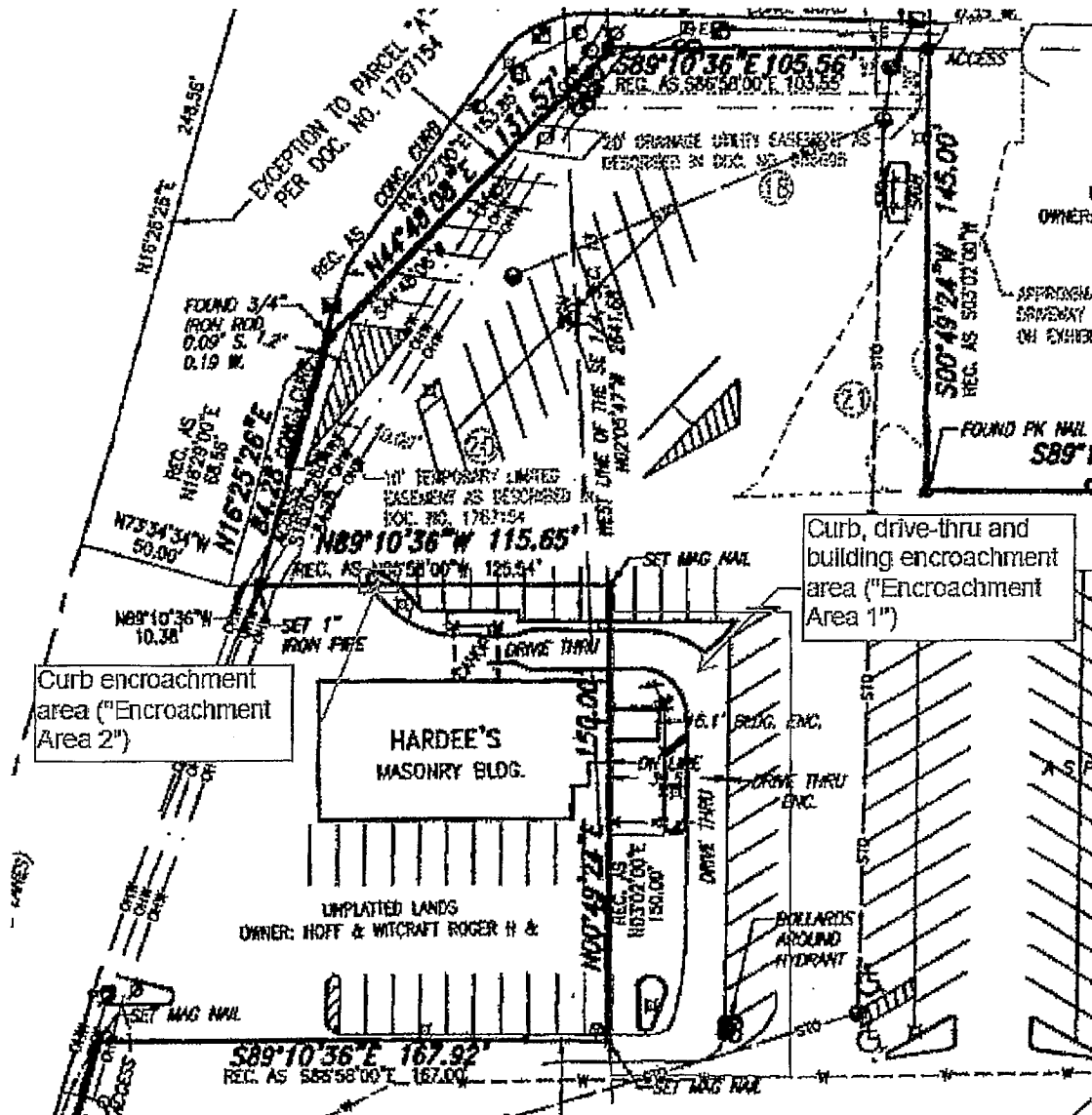
Legal Description of the Racine Partners Parcel

That part of the Southeast $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of Section 13, Township 3 North, Range 22 East, described as follows:

Commence on the East and West $\frac{1}{4}$ line of said Section at a point that is located North $86^{\circ} 58'$ West 2611.62 feet from the East $\frac{1}{4}$ 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 $47^{\circ} 27'$ West 153.85 feet along the Easterly right-of-way line of the Green Bay Road; thence South $18^{\circ} 29'$ West 68.56 feet along said Easterly right-of-way line to the point of beginning of this description; thence run South $86^{\circ} 58'$ East 125.54 feet; thence South $03^{\circ} 02'$ West 150.00 feet; thence North $86^{\circ} 58'$ West 167.00 feet to the Easterly right-of-way line of Green Bay Road; thence North $18^{\circ} 29'$ East 155.62 feet along said Easterly right-of-way line to the point of beginning of this description. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

EXHIBIT C

Site Plan



DISTRIBUTION EASEMENT
UNDERGROUND AND OVERHEAD

Document Number

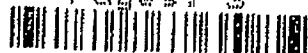
WR NO. 3697856

IO NO. 10642

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, B & K ENTERPRISES, INC., a Wisconsin Corporation, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, hereinafter referred to as "Grantee", a permanent easement upon, within, 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 grantor's premises located in the Southwest ¼ of Section 13, Town 3 North, Range 22 East, Village of Mount Pleasant, Racine County, Wisconsin.

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

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


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

151-03-22-13-170-000
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to install, operate, maintain, repair, replace and extend overhead and underground utility facilities including a pole with the necessary wires, riser equipment, anchors and down guys, as well as, conduit and cables, electric pad-mounted transformers, electric pad-mounted switch-fuse units, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to 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.

Grantor:

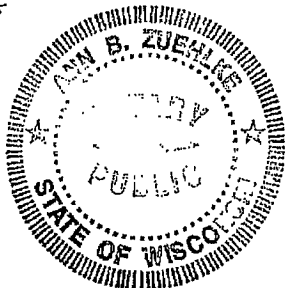
B & K ENTERPRISES, INC., a Wisconsin Corporation

By: Alfred Bader
(Print name and title): Alfred Bader, President

By: _____
(Print name and title): _____

Acknowledged before me in Milwaukee County, State of Wisconsin, on February 20, 2015,
by Alfred Bader, the President
and by _____, the _____

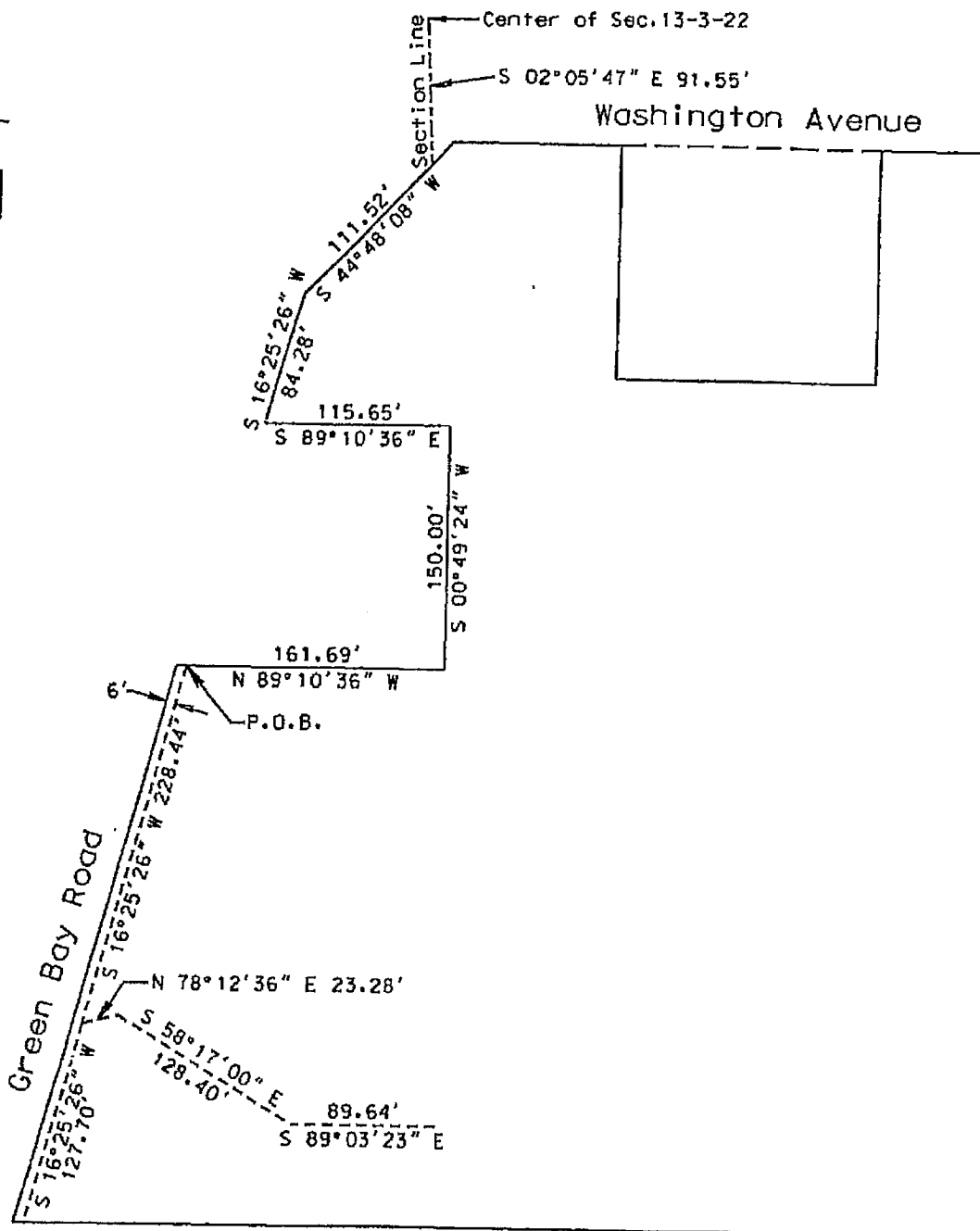
of B & K ENTERPRISES, INC., a Wisconsin Corporation.



(NOTARY STAMP/SEAL)

Ann B. Zuehlke
Notary Public Signature, State of Wisconsin
Ann B. Zuehlke
Notary Public Name (Typed or Printed)

My commission expires 9-27-15



----- = C/L 12' wide We-Energies Easement

EXHIBIT "A"

WE



S.W. 1/4 Sec.13-3-22
Town of Mt. Pleasant
Racine County, WI

DRAWN BY: T. Turner

DATE: 2/17/15

WR NUMBER: 3697856

REVISIONS: _____

all

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

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
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 3/ 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 Exhibit "B" attached hereto and made a part hereof by this reference (the "RSC Property"); 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:

1. Sanitary Sewer Easement. In connection with CFA's development of the 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. Dedication of Sanitary Sewer Line for Public Use. 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 Exhibit "F" 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.

3. Water Line Easement. In addition, CFA shall, at its sole cost and expense, 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. Manner of Performing Construction. 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. Indemnity. 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.

8. Insurance. 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. Modifications. This Agreement may be amended only by a written instrument executed by all the parties to this Agreement.

12. Binding Effect; Governing Law. 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. Temporary Construction Easements. With respect to the "temporary construction easements" granted in Paragraphs 1 and 3 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: Alfred Bader

Name: Alfred Bader

Title: President

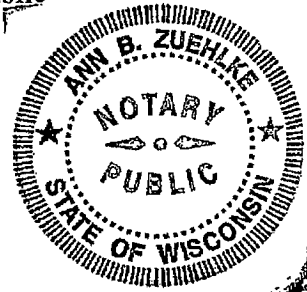
STATE OF WISCONSIN }
COUNTY OF MILWAUKEE } SS:

The foregoing instrument was acknowledged before me this 31st day of August, 2015 by Alfred Bader, the President of B. & K. ENTERPRISES, INC., a Wisconsin corporation, on behalf of said company.

Ann B. Zuehlke
Notary Public

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: [Signature]
Name: Gilberto Cabral
Title: Secretary

STATE OF Republic of Singapore, County ss:

The foregoing instrument was acknowledged before me this 18th day of August, 2015 by Gilberto Cabral, 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.

[Signature]
GOH HONG YONG GEORGE JP, BBM
Justice of Peace

Notary Public

My commission expires:

[Signatures continue on the following page]

"CFA"

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

By: B. Lynn Chastain
Name: B. Lynn Chastain
Title: Senior Vice President and General Counsel

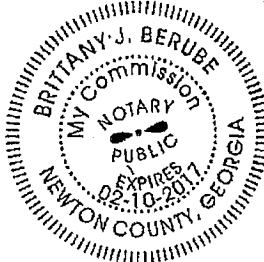
By: William J. Dunphy, Jr.
Name: William J. Dunphy, Jr.
Title: Vice President, Field Talent

STATE OF GEORGIA, Fulton County ss:

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

Brittany J. Berube
Notary Public

My commission expires: 2/10/2017



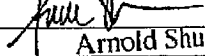
CONSENT AND JOINDER

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 11 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: 
Name: Arnold Shulkin
Title: Vice President

(SEAL)

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 10th 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.



NOTARY PUBLIC, STATE OF FLORIDA

Xiomara Alaniz

Print or Stamp Name of Notary

My Commission Expires 8/16/19

[Notarial Seal]

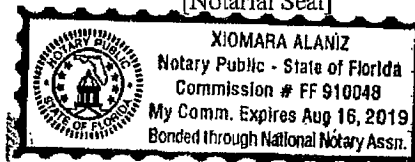


EXHIBIT "A"

GRANTOR'S 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 ¼ LINE OF SAID SECTION AT A POINT LOCATED NORTH 86° 58' WEST 2,150.57 FEET FROM THE EAST ¼ 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.

Exhibit A

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, 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:

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 163.83 feet; thence North 00°-49'-24" East, a distance of 20.00 feet; thence South 89°-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

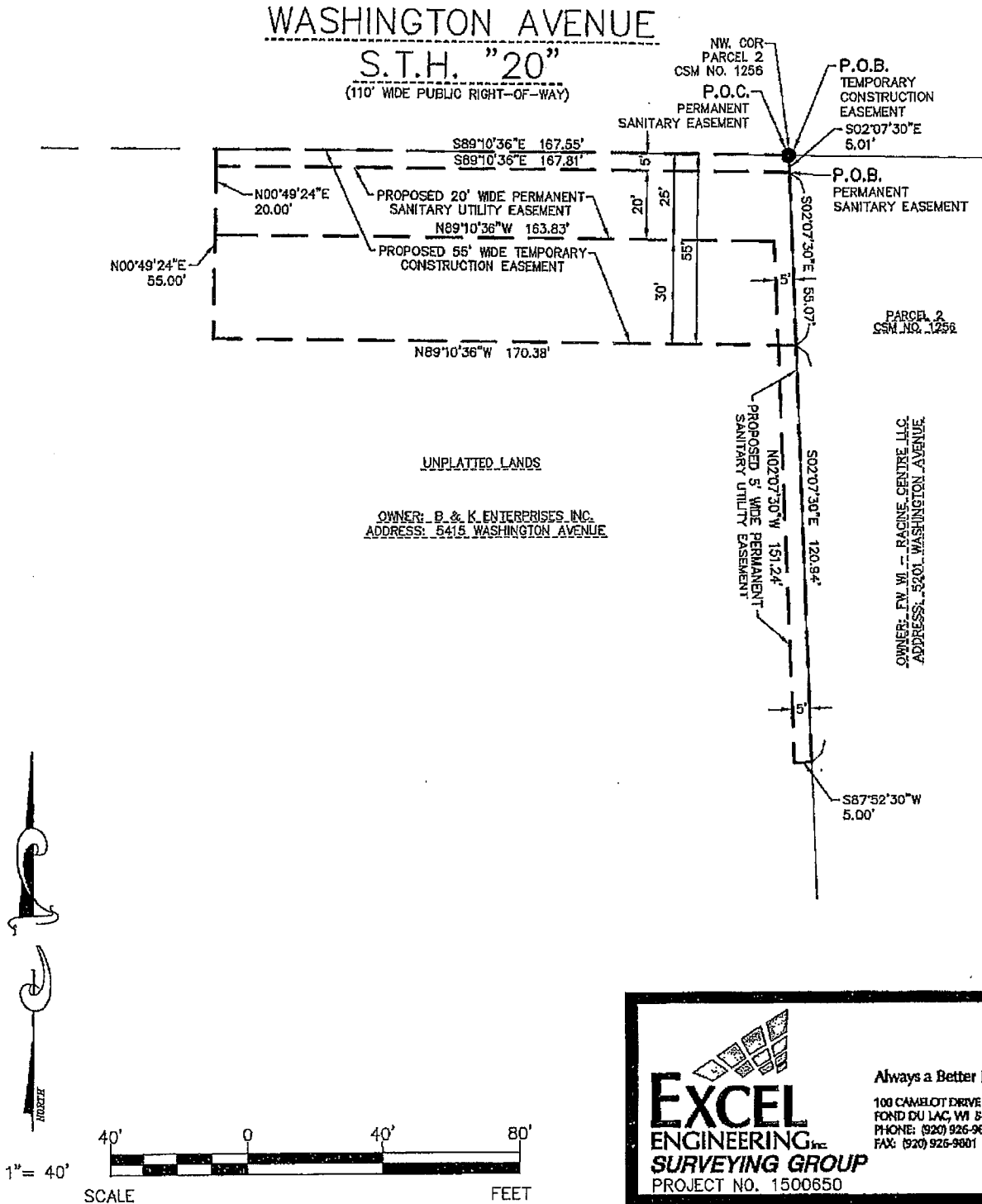


EXHIBIT "E"

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

WASHINGTON AVENUE

S.T.H. "20"

(110' WIDE PUBLIC RIGHT-OF-WAY)

NW. COR.
PARCEL 2
CSM NO. 1256

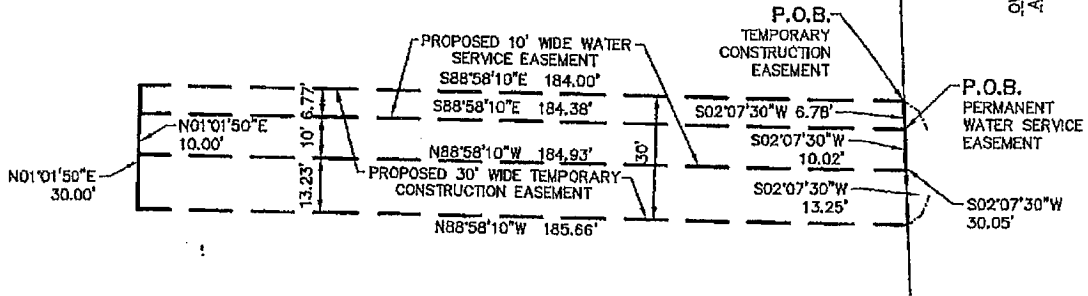
P.O.C.

PARCEL 2
CSM NO. 1256

UNPLATTED LANDS


OWNER: B. & K. ENTERPRISES, INC.
ADDRESS: 5415 WASHINGTON AVENUE

OWNER: F.W. W. - RACINE CENTRE, LLC
ADDRESS: 5201 WASHINGTON AVENUE



1" = 40'





EXCEL
ENGINEERING, INC.
SURVEYING GROUP
PROJECT NO. 1500650

Always a Better Plan

100 CAMELOT DRIVE
FOND DU LAC, WI 54935
PHONE: (920) 926-9800
FAX: (920) 926-9801

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:

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

Tax Key No. _____
Tax Key No. _____

SANITARY SEWER EASEMENT

THIS INDENTURE (the "Agreement") made this 31 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 Bader

Title: President

STATE OF WISCONSIN

}

} SS:

COUNTY OF MILWAUKEE

}

The foregoing instrument was acknowledged before me this 31st day of August, 2015 by Alfred Bader, the President of B. & K. ENTERPRISES, INC., a Wisconsin corporation, on behalf of said company.

Ann B. Zuehlke

Notary Public

My commission expires: 9-27-18



EXHIBIT "A"

SANITARY SEWER EASEMENT AREA

[See attached.]

PERMANENT SANITARY UTILITY EASEMENT

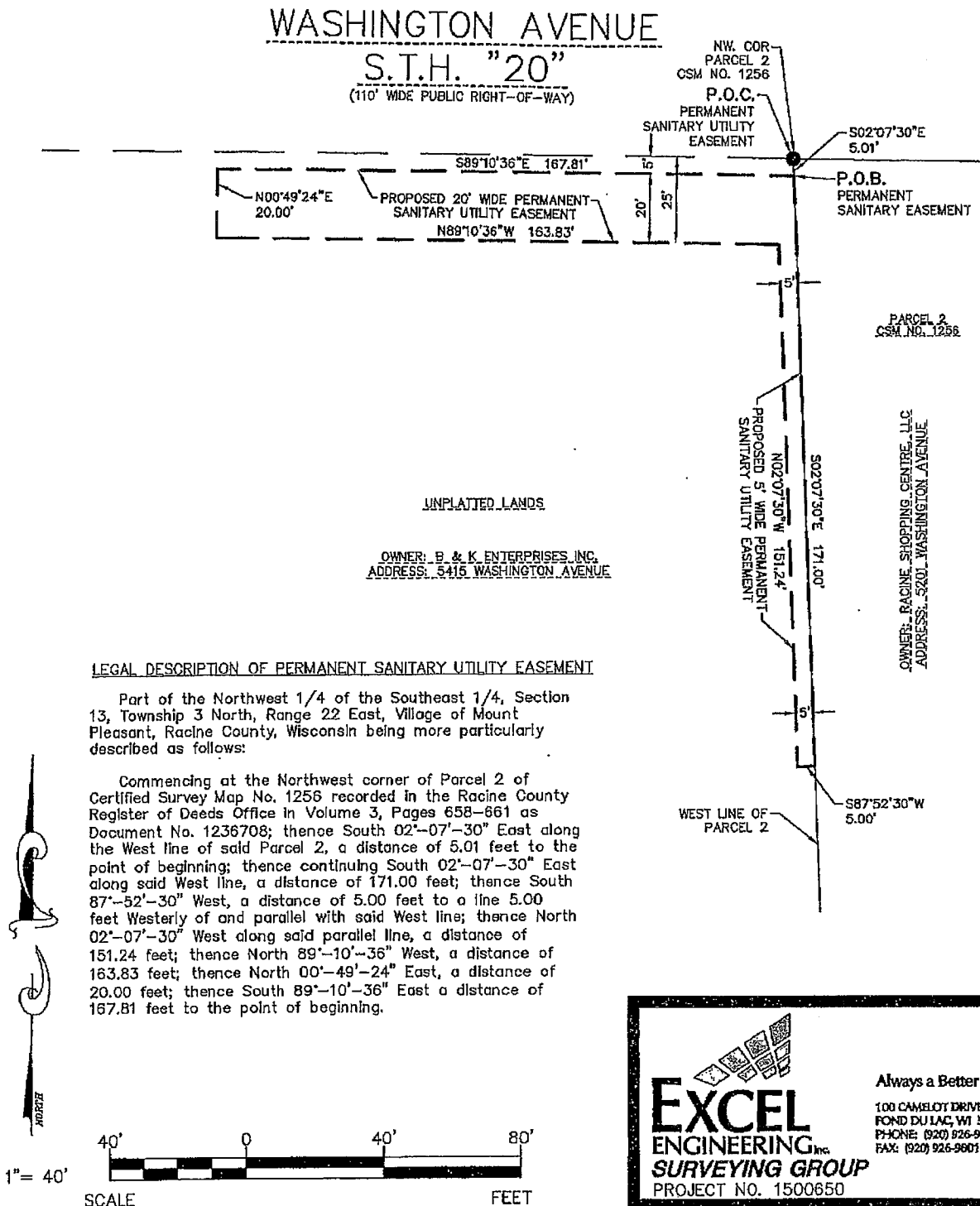


EXHIBIT "B"

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 ¼ LINE OF SAID SECTION AT A POINT LOCATED NORTH 86° 58' WEST 2,150.57 FEET FROM THE EAST ¼ 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.

all

Document #: **2417503**

Date: 09-14-2015 Time: 01:14:46 PM Pages: 6

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

104955

**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. 151-03-22-13-170-000

SANITARY SEWER EASEMENT

THIS INDENTURE (the "Agreement") made this 31st 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 Bader

Title: President

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

}
} SS:
}

The foregoing instrument was acknowledged before me this 31st day of August, 2015 by Alfred Bader, the President of B. & K. ENTERPRISES, INC., a Wisconsin corporation, on behalf of said company.

Ann B. Zuehlke
Notary Public

My commission expires: 9-27-15

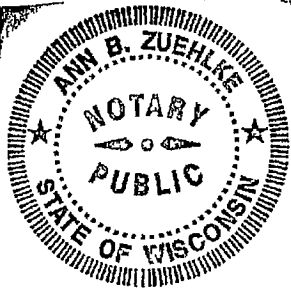


EXHIBIT "A"

SANITARY SEWER EASEMENT AREA

[See attached.]

WASHINGTON AVENUE
S.T.H. "20"
(110' WIDE PUBLIC RIGHT-OF-WAY)

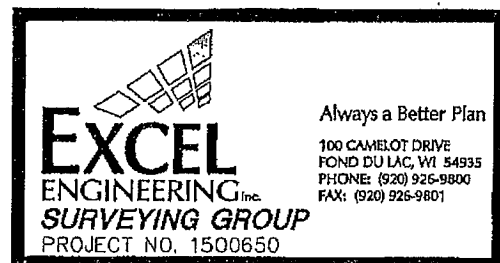


EXHIBIT "B"

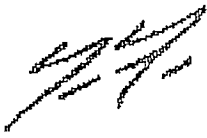
Legal Description of B&K Property

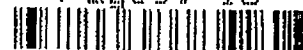
PART OF THE SOUTHEAST ¼ AND THE SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 22 EAST, DESCRIBED AS FOLLOWS: COMMENCE ON THE EAST AND WEST ¼ LINE OF SAID SECTION AT A POINT LOCATED NORTH 86° 58' WEST 2,150.57 FEET FROM THE EAST ¼ CORNER OF SAID SECTION; RUN THENCE SOUTH 77.11 FEET TO THE POINT OF 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.

EASEMENT AGREEMENT

Document Number

Document Title


TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$32.00
Pages: 16



Recording Area

Name and Return Address

Todd T. Nelson
Antonopoulos Legal Group LLC
N35 W23877 Highfield Ct, Suite 100
Pewaukee, WI 53072

20-16

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 August 31, 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 than 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: Gilberto Cabral
Name: Gilberto Cabral
Title: Secretary

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 Cabral, as the Secretary of Racine Marketplace, Inc.

GOH TIONG YONG GEORGE JB, BBM
Justice of Peace

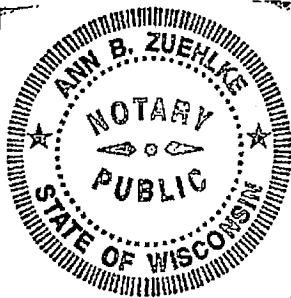
Notary Public, State of Wisconsin
My Commission: _____

B. & K. Enterprises, Inc.

By: Alfred Bader
Name: Alfred Bader
Title: President

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on the 31st day of August 2015, by
Alfred Bader, as the President of B. & K. Enterprises, Inc.



Ann B. Zuehlke
Notary Public, State of Wisconsin
My Commission: Expires 9-29-15

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 11th day of March, 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-in-Fact

By: [Signature]
Name: Arnold Shulkin
Title: Vice President

(SEAL)

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 11th day of March, 2016, 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.

Adda O. Williams
NOTARY PUBLIC, STATE OF FLORIDA
Adda O. Williams
Print or Stamp Name of Notary

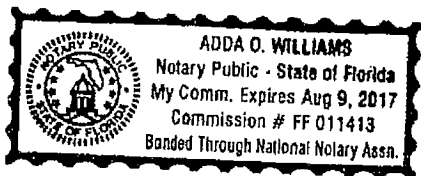


Exhibit A

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 $\frac{1}{4}$ of the South East $\frac{1}{4}$ of a part of the North East $\frac{1}{4}$ of the South West $\frac{1}{4}$ of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

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 $\frac{1}{4}$ of the South East $\frac{1}{4}$ and a part of the North East $\frac{1}{4}$ of the South West $\frac{1}{4}$ 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 $89^{\circ}10'36''$ West 30 feet along the North line of Parcel 2; thence South $2^{\circ}7'30''$ East parallel with the West line of Parcel 1, 145 feet; thence South $89^{\circ}10'36''$ East 30 feet to the South West corner of Parcel 1; thence North $2^{\circ}07'30''$ 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 $\frac{1}{4}$ 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 $89^{\circ}10'36''$ 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 $89^{\circ}10'36''$ West along said South line, 629.11 feet to the North West corner of Lot 3, Block 4, Highland Village No. 2; thence North $2^{\circ}57'24''$ East along the West line of said Lot 3 extended, 28.00 feet to a point; thence South $89^{\circ}10'36''$ 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 $2^{\circ}07'30''$ 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 $\frac{1}{4}$ 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 $\frac{1}{4}$; thence North $89^{\circ}10'36''$ West along the North line of said South East $\frac{1}{4}$, 2150.57 feet; thence South $2^{\circ}7'30''$ East, 419.46 feet to the place of beginning of the lands to be described; thence continuing South $02^{\circ}7'30''$ East, 327.40 feet; thence North $89^{\circ}10'36''$ West and parallel to said North line, 157.34 feet; thence North $00^{\circ}49'24''$ East 74.14 feet; thence North $89^{\circ}10'36''$ West, 0.50 feet to a point on the centerline of an existing party wall; thence North $00^{\circ}49'24''$ East, along the centerline of said party wall, 145.18 feet; thence South $89^{\circ}10'36''$ East, 0.50 feet; thence North $00^{\circ}49'24''$ 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 ^{Village} ~~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 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 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

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 ^{Village} ~~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:

That part of the Southeast 1/4 of Section 13, Town 3 North, Range 22 East, in the ^{Village}~~Town~~ 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.

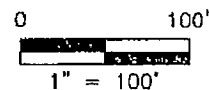
EXCEPTING THEREFROM the following:

That part of the Southeast 1/4 of Section 13, Town 3 North, Range 22 East, in the ^{Village}~~Town~~ 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

Plotted By: gponnru, Plotted: Aug 19, 2015 - 4:25pm, CE Base P1con.dwg; 801-0386-Ce_Dsgn_Pende_Express.dwg,
Xref: 801-0386-Ce_Dsgn.dwg; 801-0386-Cv_Survey.dwg; 502b-
Images: Rcds: DTP 2-16-2013_Page_07.tif; Velocity Map PNG;
Comp. F2r:\Vrg\images\data\801-0386\CAD\Draws\Exhibits\801-0386-CROSS_ACCESS.dwg, Layout Tab: ACCESS (2),



REVISIONS		
#	DATE	BY
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Illinois Professional Design Firm # 184-000108



HRGreen

420 N. Front Street,
McHenry, IL 60050-2136
T. 815.385.1778 F. 815.385.1781
www.secgroupinc.com

**RACINE SHOPPING CENTRE, LLC.
5201 WASHINGTON AVE.
RACINE, WI 53403**

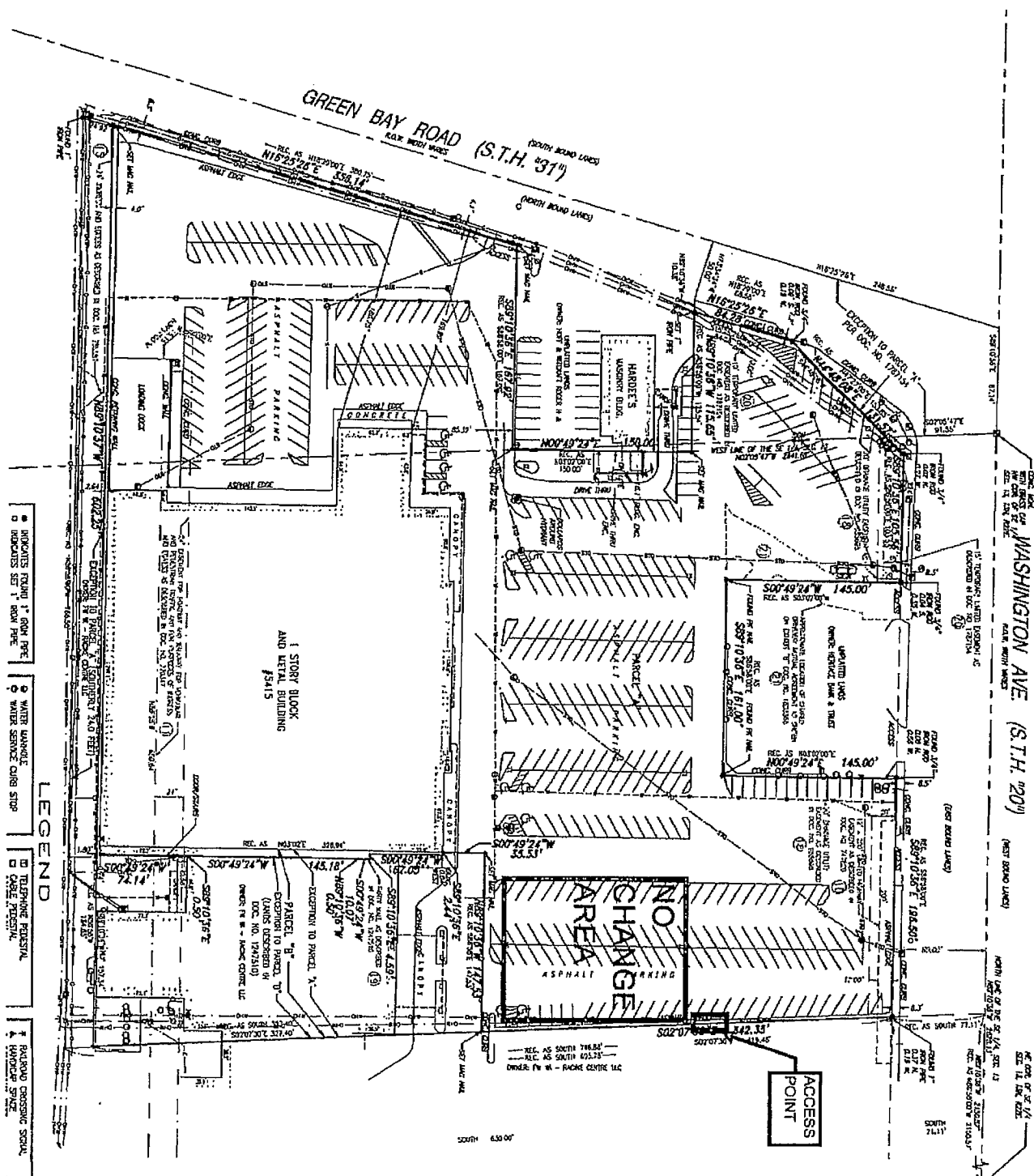


SHEET ORIENTATION

DATE: 08-12-2015		
HORIZ. SCALE: 1"=100'		
DWN. BY: EJG	DSN. BY: CMF	CHK. BY: EJG
PROJECT NO. 88140368		
SHEET NO.		
EXHIBIT B		

Exhibit C
No Change Area

Exhibit C



(I) (II)

DISTRIBUTION EASEMENT
GAS

Document Number

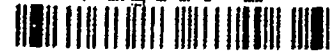
WR NO. 3946048

IO NO. MRL48500779

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **B & K Enterprises, INC., a Wisconsin Corporation**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as the North Ten (10) feet of the East 196.50 feet of **Lot 1** of that certain **Certified Survey Map No. 3206**, as recorded in the office of the Register of Deeds for Racine County on July 5th, 2016, in **Volume 10 of Certified Survey Maps, Page 525**, as **Document No. 2438793**, also being a part of the **Southeast ¼ of Section 13, Township 3 North, Range 22 East**, Village of Mount Pleasant, Racine County, Wisconsin.

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 2



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

30-2

151032213170010
(Parcel Identification Number)

- Purpose:** The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
- 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 gas codes or any amendments thereto.
- 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.
- Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
- Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
- 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.
- Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

Grantor:

B & K Enterprises, INC., a Wisconsin Corporation

By: _____

(Print name and title):

Daniel Bader, VP

By: _____

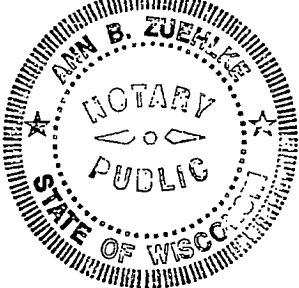
(Print name and title): _____

Acknowledged before me in Milwaukee County, State of Wisconsin, on May 3, 2017,

by Daniel Bader, the Vice President,

and by _____, the _____,

of B & K Enterprises, INC., a Wisconsin Corporation, on behalf of the corporation.



(NOTARY STAMP/SEAL)

Ann B. Zuehlke

Notary Public Signature, State of Wisconsin

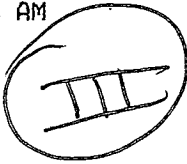
Ann B. Zuehlke

Notary Public Name (Typed or Printed)

My commission expires 10-5-19

SIDEWALK INDEMNIFICATION

Handwritten signature/initials



Legal Description:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 4



Return to **Name and Address Below:**

Christopher A. Geary
Pruitt, Ekes & Geary, S.C.
610 Main Street, Suite 100
Racine, WI 53403

Handwritten: 30-4

Parcel ID Number(s)
151-03-22-13-170-020

Document drafted by:
Christopher A. Geary
Pruitt, Ekes & Geary, S.C.

SIDEWALK INDEMNIFICATION

B. &K. ENTERPRISES, INC., ("Owner") hereby expressly agrees to indemnify and hold harmless the **VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN** ("Village"), including all of the Village's elected officials, officers, employees, agents, and contractors (collectively, "Indemnified Parties"), from and against any and all liability of any kind or nature whatsoever, including, without limitation, any liability relating to any claimed injury or damage, and any liability alleged to arise under the Americans with Disabilities Act or any other state or federal law or regulation (specifically including any claims for equitable relief, specific performance, and/or actual attorney fees), that is or that is alleged to have been caused by, involving, or in any way relating to that specific sidewalk, which is located on the parcel legally described on Exhibit A, hereto ("Property"), and shown on Exhibit B hereto ("Sidewalk"). Owner further agrees to aid and to defend the Indemnified Parties, without any costs to the Indemnified Parties (including reasonable attorney and expert consultant fees), against any such claims of liability, whether raised in any litigation or any administrative fora, and/or, at the Indemnified Parties' option, to reimburse the Indemnified Parties for any and costs incurred by the Indemnified Parties (including reasonable attorney and expert consultant fees) incurred by the Indemnified Party in investigating and/or in directly defending against any such claims of Sidewalk-related liability. Owner further agrees that any sums that are covered by this Indemnification, but which are ultimately borne by the Indemnified Parties notwithstanding, may be collected by the Village as a special charge against the Property under Wis. Stat. § 66.0627.

This Indemnification shall run with the Property and Owner shall cause a copy of this Indemnification to be recorded against the Property. Owner shall further provide the Village with a recorded copy of the Indemnification.

Dated this 13 day of December, 2017.

B.&K. ENTERPRISES, INC.

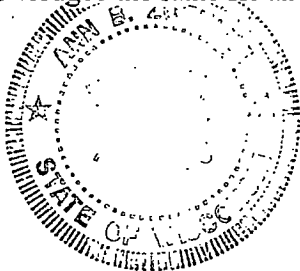
By: [Signature]

Name: Daniel J. Bader

Title: Vice President

STATE OF Wisconsin)
) SS.
County of Milwaukee)

Personally came before me this 13 day of December, 2017, the above-named Daniel J. Bader to me known to be the person who executed the foregoing instrument and acknowledged the same for and on behalf of B.&K. ENTERPRISES, INC.



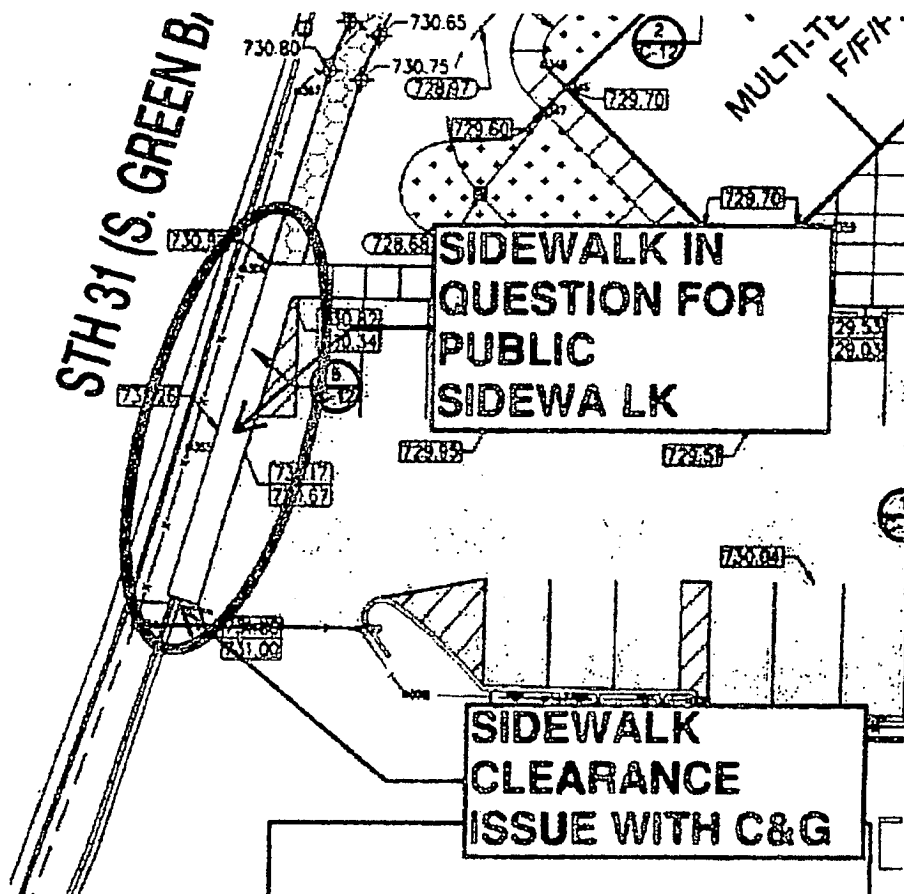
[Signature]
Notary Public, Milwaukee Co., WI
My Commission: Expires 10-5-19

Exhibit A
Legal Description

Lot 2 of Certified Survey Map #3206, recorded on July 5, 2016 as Document #2438793 in Volume 10, Page 525, in the Racine County Register of Deeds Office, being a part of the NE 1/4 of the SE 1/4 and NW 1/4 of SE 1/4 of Section 13, Town 3 North, Range 22 East, of the Village of Mount Pleasant, Racine County, Wisconsin.

Tax Parcel I.D. No: 151-03-22-13-170-020

Drawing



DISTRIBUTION EASEMENT
UNDERGROUND

Document Number

WR NO. 3971258 IO NO. 5445

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **B & K ENTERPRISES, INC.** a Wisconsin corporation, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation doing business as **We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, 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 varying in width being a part of the grantor's premises described as **Lot 1, Certified Survey Map No. 3206**; said CSM being recorded in the office of the Register of Deeds for Racine County, Wisconsin in Volume 10 of Certified Survey Maps on Pages 525-529 as Document No. 2438793; said premises being located in the **Southwest 1/4 and the Southeast 1/4 of Section 13, Township 3 North, Range 22 East, Village of Mount Pleasant, Racine County, Wisconsin.**

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

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 4



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

30-4

151-03-22-13-170-010
(Parcel Identification Number)

- Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities including: conduit and cables, electric pad-mounted transformers, electric pad-mounted switch-fuse units, concrete slabs, power pedestals, 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. No above ground structure shall be placed in an area that would prohibit traffic flow through the common areas of the property. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area. None of the construction, operation, repairs and maintenance of Grantee's facilities associated with this easement will be done at the Grantor's expense.
- Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
- 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. However, Grantor may use the easement area for the installation and maintenance of landscaping berms, islands, sidewalks or driveways; provided this does not unreasonably interfere with Grantee's use of the easement area.
- 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 6 inches without the written consent of Grantee.
- Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
- 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.
- Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

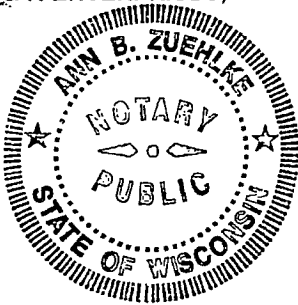
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.
9. **Indemnification and Hold Harmless:** In consideration of the foregoing grant, it is understood that during the time said electric facilities are located on the premises of the Grantor pursuant to this grant, Grantee will indemnify, save, and hold harmless the Grantor, its successors and assigns, from any and all claims, liabilities, losses, costs, damages or expenses for injury or death of any person and any damages to property arising out of Grantee's exercise of any of its rights under this easement; excepting, however, 1) any claims, liabilities, losses, costs, damages or expenses arising out of negligence or willful acts on the part of the Grantor, its successors and assigns, employees, agents and invitees; 2) any special, consequential or indirect damages, including but not limited to, loss of profit or revenue, and diminution in value; and 3) any environmental claims, liabilities, losses, costs, damages or expenses not directly caused by the construction or operation of said facilities.
10. **Soil:** As much of the surface and subsurface of the soil as may be disturbed or damaged in the use, maintenance and repair of the Easement Area will, at the expense of Grantee, be replaced or repaired to essentially the same condition, or better, as existed immediately prior to the occurrence of such damage.
11. **Existing Utilities:** Grantee shall comply with all state and local laws regarding location and protection of existing utilities. Grantee shall contact all applicable municipalities prior to commencing any construction to verify all pertinent easements and existing utility locations with the Easement Area boundaries.

Grantor:

B & K ENTERPRISES, INC. a Wisconsin corporation

By: Alfred Bader
(Print name and title): Alfred Bader, President

Acknowledged before me in Milwaukee County, State of Wisconsin, on June 9, 2017,
by Alfred Bader, the President
of B & K ENTERPRISES, INC. a Wisconsin corporation.



(NOTARY STAMP/SEAL)

Ann B. Zuehlke
Notary Public Signature, State of Wisconsin
Ann B. Zuehlke
Notary Public Name (Typed or Printed)

My commission expires 10-5-19



C/L 10'wide We-Energies Easement		
NUMBER	BEARING	DISTANCE
L1	N 88°58'10" W	193.30'
L2	S 87°57'08" W	215.27'
L3	N 89°10'36" W	30.43'

C/L 24'wide We-Energies Easement		
NUMBER	BEARING	DISTANCE
L4	N 00°49'24" E	69.17'

C/L 12'wide We-Energies Easement		
NUMBER	BEARING	DISTANCE
L5	S 03°33'40" W	75.65'
L6	S 22°11'05" W	61.53'
L7	S 07°27'22" W	122.58'
L8	SOUTH	171.44'

Washington Avenue

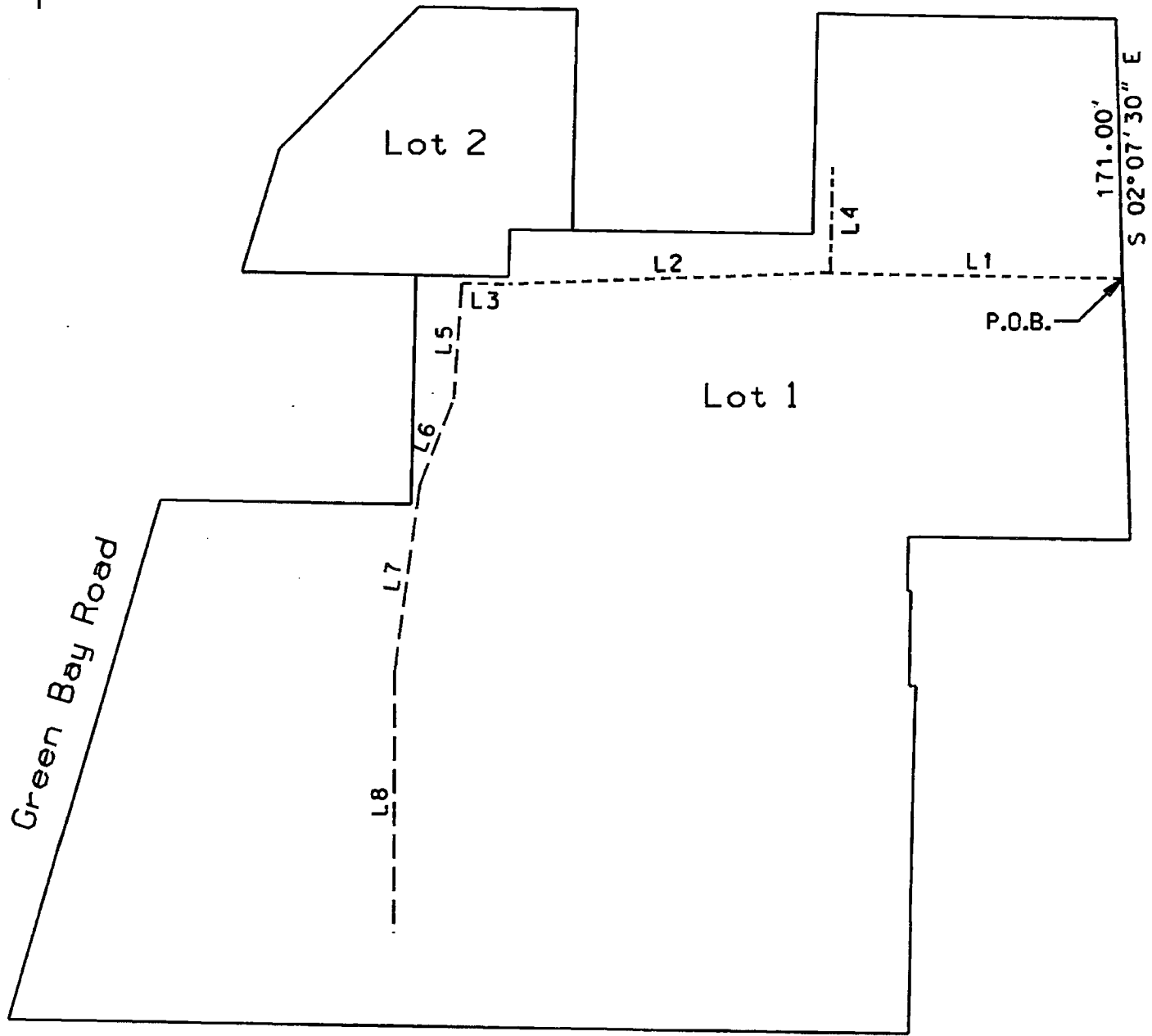


EXHIBIT "A"



C.S.M. No.3206
S 1/2 Sec.13-3-22
Village of Mount Pleasant
Racine County, WI

DRAWN BY: T. Turner
DATE: 6/30/17
WR NUMBER: 3971258

(I)
(II)

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. 4266408

IO NO. 5445

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

Pages: 4

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **B & K ENTERPRISES, INC.** a Wisconsin corporation, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation doing business as **We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of 12 feet in width being a part of the grantor's premises described as **Lots 1 & 2, Certified Survey Map No. 3295**; said CSM being recorded in the office of the Register of Deeds for Racine County, Wisconsin in Volume 10 of Certified Survey Maps on Pages 878-882 as Document No. 2495476; said premises being located in the **Southwest 1/4 and the Southeast 1/4 of Section 13, Township 3 North, Range 22 East, Village of Mount Pleasant, Racine County, Wisconsin.**

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

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

151-03-22-13-170-100 &
151-03-22-13-170-200
(Parcel Identification Numbers)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities including: conduit and cables, electric pad-mounted transformers, concrete slabs, power pedestals, 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. No above ground structure shall be placed in an area that would prohibit traffic flow through the common areas of the property. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area. None of the construction, operation, repairs and maintenance of Grantee's facilities associated with this easement will be done at the Grantor's expense.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto. However, Grantor may use the easement area for the installation and maintenance of landscaping berms, islands, sidewalks or driveways; provided this does not unreasonably interfere with Grantee's use of the easement area.
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 6 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.
9. **Indemnification and Hold Harmless:** In consideration of the foregoing grant, it is understood that during the time said electric facilities are located on the premises of the Grantor pursuant to this grant, Grantee will indemnify, save, and hold harmless the Grantor, its successors and assigns, from any and all claims, liabilities, losses, costs, damages or expenses for injury or death of any person and any damages to property arising out of Grantee's exercise of any of its rights under this easement; excepting, however, 1) any claims, liabilities, losses, costs, damages or expenses arising out of negligence or willful acts on the part of the Grantor, its successors and assigns, employees, agents and invitees; 2) any special, consequential or indirect damages, including but not limited to, loss of profit or revenue, and diminution in value; and 3) any environmental claims, liabilities, losses, costs, damages or expenses not directly caused by the construction or operation of said facilities.
10. **Soil:** As much of the surface and subsurface of the soil as may be disturbed or damaged in the use, maintenance and repair of the Easement Area will, at the expense of Grantee, be replaced or repaired to essentially the same condition, or better, as existed immediately prior to the occurrence of such damage.
11. **Existing Utilities:** Grantee shall comply with all state and local laws regarding location and protection of existing utilities. Grantee shall contact all applicable municipalities prior to commencing any construction to verify all pertinent easements and existing utility locations with the Easement Area boundaries.

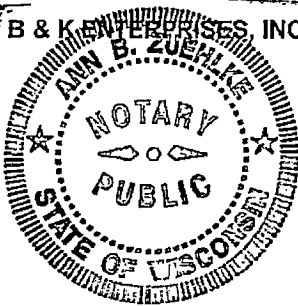
Grantor:

B & K ENTERPRISES, INC. a Wisconsin corporation

By: *[Signature]*

(Print name and title): Daniel J. Bader, VP

Acknowledged before me in Milwaukee County, State of Wisconsin, on August 24, 2018,
by Daniel J. Bader, the Vice President
of B & K ENTERPRISES, INC. a Wisconsin corporation.



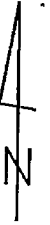
(NOTARY STAMP/SEAL)

Ann B. Zuehlke
Notary Public Signature, State of Wisconsin

Ann B. Zuehlke
Notary Public Name (Typed or Printed)

My commission expires 10-5-19

Washington Avenue



Lot 1

197.96'
S89°10'36"E

Lot 2

P.O.B.

----- = C/L 12' wide We-Energies Easement

15'-00'
N31°05'25"W
29.17'
N02°07'30"W
45'-00'
S02°07'30"E



EXHIBIT "A"

C.S.M. No.3295
S.E. ¼ Sec.13-3-22
Village of Mt. Pleasant
Racine County, WI

DRAWN BY: T.Turner
DATE: 08/22/18
WR NUMBER: 4266408

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

Document Title Above

DOC # 2210698

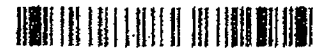
Recorded

Apr. 27, 2009 AT 11:27AM

James A. Ladwig

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$103.00



1035

Return to Name and Address Below

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

see attached parcel
listing

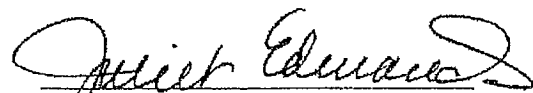
Parcel ID Number(s)

RESOLUTION NO. 3-98

CERTIFICATION

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

Dated this 24th day of April, 2009.



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

RESOLUTION 3- 98

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

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

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

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

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

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

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

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

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

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

page 2

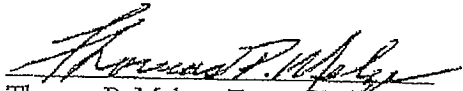
BE IT FURTHER RESOLVED that pursuant to Section 66.068 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District Commission is hereby created and shall be responsible for management and administration of the Utility District, subject to any approval, reporting or other requirements or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

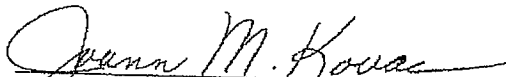
BE IT FURTHER RESOLVED that the Mt. Pleasant Storm Water Utility District Commission shall consist of three (3) Commissioners duly appointed by the Town Board. The initial Commissioners shall serve until their successors are appointed by the Town Board.

Dated this 26th day of January, 1998

Approved:

Attest:


Thomas P. Melzer, Town Chair


Joann M. Kovac, Town Clerk/Treasurer

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

PLEASE TAKE NOTICE:

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

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

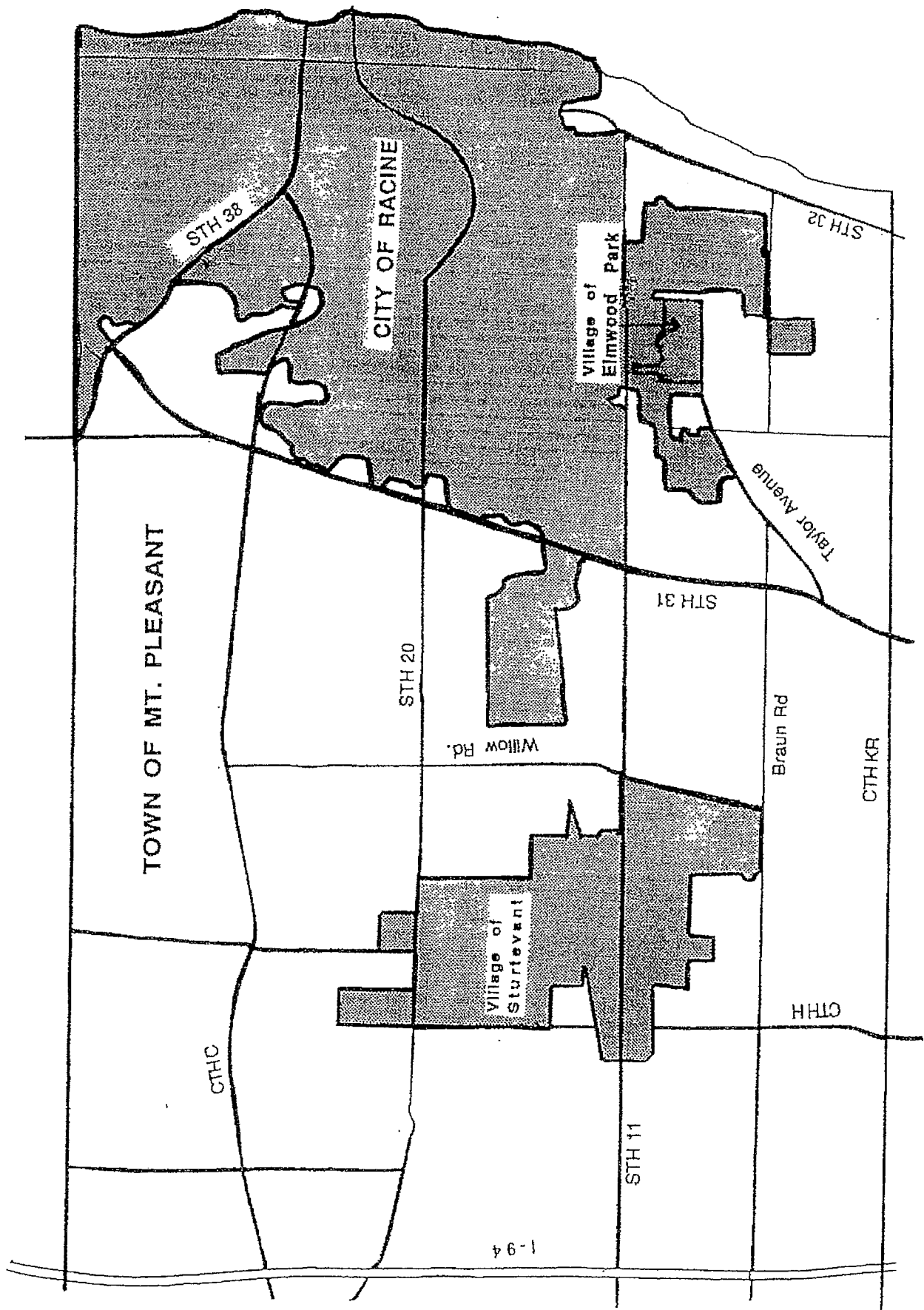
At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the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

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

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

DESCRIPTION

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



3741 151032213087000	3742 151032213088000	3743 151032213089000	3744 151032213090000	3745 151032213091000
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II

Document #: 2488792
Date: 03-15-2018 Time: 10:20 AM Pages: 4
Fee: \$30.00 County: RACINE State: WI
Requesting Party: KBT - Milwaukee
Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS

**RECORDING REQUESTED BY AND
AFTER RECORDING, RETURN TO:**

Polsinelli PC
900 West 48th Place, Suite 900
Kansas City, Missouri 64112
Attn: Paul D. Boppart, Esq.

Drafted by: P. Boppart

**The above recording information verifies
this document has been electronically
recorded and returned to KBT - Milwaukee**

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, entered into this 1st day of ^{February} ~~January~~, 2018, by and between B. & K. ENTERPRISES, INC., a Wisconsin corporation (hereinafter called "Landlord") and CAVE ENTERPRISES OPERATIONS, LLC, a Delaware limited liability company (hereinafter called "Tenant").

WITNESSETH:

Pursuant to the terms of that certain Ground Lease Agreement entered into by and between Landlord and Tenant (hereinafter called the "Lease"), Landlord has leased and demised and hereby leases and demises to Tenant, that certain parcel of real property located in Mount Pleasant, Racine County, Wisconsin, and legally described on Exhibit "A" attached hereto (the "Demised Premises") for a term of twenty (20) years, as the same may be extended pursuant to the Renewal Terms described in the Lease, at the rentals and subject to the terms, covenants and conditions appearing in the Lease between the parties hereto.

Pursuant to the terms of the Lease, Landlord has granted Tenant a right of first refusal to purchase the Demised Premises, subject to the terms and conditions set forth in the Lease related to the right of first refusal in question.

The terms, covenants and conditions of the Lease are incorporated herein by reference with the same force and effect as though fully set forth herein. Capitalized terms not specifically defined herein shall have the meanings as set forth in the Lease.


The purpose of this Memorandum of Lease is to give notice of the existence of the Lease, and it is understood that this Memorandum of Lease shall not modify or amend the Lease in any respect. In the event there are any conflicts between the Lease and this Memorandum of Lease, the Lease shall control in all cases.

[SIGNATURE PAGE FOLLOWS]

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

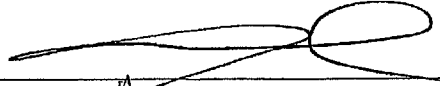
LANDLORD:

B. & K. ENTERPRISES, INC.,
a Wisconsin corporation

By: 
Name: Danica S. Bader
Title: Vice President

TENANT:

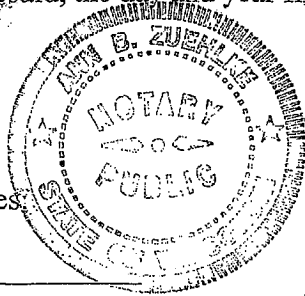
CAVE ENTERPRISES OPERATIONS, LLC,
a Delaware limited liability company

By: 
Name: ADAM VELARDE
Title: MANAGER

STATE OF Wisconsin)
County OF Milwaukee) ss.

On this 1st day of February, 2018, before me appeared Daniel Bader to me personally known, who being by me duly sworn, did say that he is the Vice President of B. & K. ENTERPRISES, INC., a Wisconsin corporation, that said instrument was signed on behalf of said corporation, and said Daniel Bader acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Ann B. Zuehlke
Notary Public
Printed Name: Ann B. Zuehlke

My commission expires:

10/5/19

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

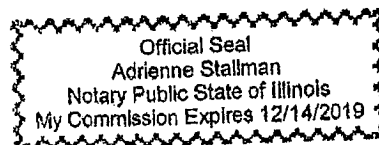
On this 28th day of January, 2018, before me appeared Adam Velard to me personally known, who being by me duly sworn, did say that he is the manager of CAVE ENTERPRISES OPERATIONS, LLC, a Delaware limited liability company, that said instrument was signed on behalf of said limited liability company by authority of its members; and said Adam Velard acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Adrienne Stallman
Notary Public
Printed Name: Adrienne Stallman

My commission expires:

12/14/19



**EXHIBIT A TO MEMORANDUM OF LEASE
LEGAL DESCRIPTION**

Part of Lot 1 of Certified Survey Map No. 3206, recorded in the office of the Register of Deeds for Racine County, Wisconsin, on July 5, 2016, in Volume 10 of Certified Survey Maps, at Page 525, as Document No. 2438793, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 13, Township 3 North, Range 22 East, in the Village of Mount Pleasant, Racine County, Wisconsin being more particularly described as follows:

Commencing at the Northeast corner of the Southeast 1/4 of said Section 13; thence North 89°-10'-36" West along the North line of said Southeast 1/4, a distance of 2,150.57 feet; thence South 02°-07'-30" East, a distance of 77.11 feet to the Northeast corner of said Lot 1, said point also being on the Southerly right-of-way line of S.T.H. "20" (Washington Avenue) and the point of beginning; thence continuing South 02°-07'-30" East along an Easterly line of said Lot 1, a distance of 145.19 feet; thence North 89°-10'-36" West, a distance of 203.97 feet to a Northerly corner of said Lot 1; thence North 00°-49'-24" East along a Westerly line of said Lot 1, a distance of 145.00 feet to the Southerly right-of-way line of S.T.H. "20" (Washington Avenue); thence South 89°-10'-36" East along said Southerly right-of-way line, a distance of 196.50 feet to the point of beginning and containing 0.667 acres (29,034 sq. ft.) of land more or less.

Parcel ID #

Part of Lot 1 151-03-22-13-170-010

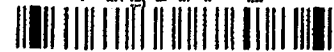
[Handwritten signature]



Document Number	MEMORANDUM OF LEASE Document Title
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TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 6



Recording Area

Name and Return Address

BTH Pizza, LLC
c/o Karen Campbell
3309 Collins Lane
Louisville, KY 40245

30-6

151-03-22-13-170-020

Parcel Identification Number (PIN)

Memorandum of Lease

THIS MEMORANDUM OF LEASE (this "Memorandum") is dated this 20th day of ~~December~~ ^{January}, 2016, by and between B. & K. Enterprises, Inc., a Wisconsin corporation ("Landlord"), whose mailing address is 924 E. Juneau Avenue, Suite 622, Milwaukee, Wisconsin 53202 and BTH Pizza, LLC, a Wisconsin limited liability company ("Tenant"), whose mailing address is 3309 Collins Lane, Louisville, Kentucky 40245.

Landlord has leased to Tenant the Premises described below pursuant to a certain Lease Agreement dated as of April 12, 2016 (the "Lease");

- 1) **Date of Lease:** April 12, 2016.
- 2) **Legal Description of Leased Premises:** See Exhibit A attached hereto and incorporated herein.
- 3) **Date of Term Commencement:** September 1, 2017
- 4) **Initial Term:** Ten (10) years.
- 5) **Expiration Date:** August 31, 2027
- 6) **Renewal Options:** Provided that Tenant is not in default of its obligations under the Lease, Tenant shall have the option to extend the Initial Term of the Lease for two (2) additional periods of five (5) years each, which if both are duly exercised will expire on August 31, 2037. The Initial Term together with any duly exercised renewal term(s) are referred to herein as the "Term."
- 7) **Exclusive Use Restriction.** During the entire Lease Term, including any and all exercised Option Terms, and so long as a Blaze Pizza restaurant is operating at the Premises (subject to any permitted temporary closures resulting from casualty, condemnation, a Force Majeure Event or remodeling), Landlord shall not sell or lease (or voluntarily consent, provided such consent is required and may lawfully be withheld, to any change in use of) any portion of the Property (as defined and as more particularly described on Exhibit A attached hereto) or the Shopping Center (as defined and as more particularly described on Exhibit B attached hereto) for any restaurant specializing in pizza for onsite consumption or for delivery or for which pizza is a featured menu item.
- 8) **Grant of Easement.** Landlord does hereby grant to Tenant, its officers, directors, members, agents, representatives, employees, customers and invitees, for and during the entire Term of the Lease, a nonexclusive right and easement for access, ingress and egress over and across all of the paved driveways, roadways and walkways within the Shopping Center, as presently or hereafter constructed and existing, so as to provide for the passage of motor vehicles and pedestrians between the Shopping Center and the Property, and to and from all abutting streets or rights of way furnishing access to the Shopping Center. Landlord shall have the right to relocate within the Shopping Center and to temporarily close such driveways, roadways and/or walkways from time to time for the purpose of such relocation and performance of maintenance and repairs.

The purpose of this Memorandum is to give notice of the Lease and of the rights created thereby, all of which are hereby confirmed. In the event of any conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first above set forth.

LANDLORD:

B. & K. ENTERPRISES, INC.,
a Wisconsin corporation

By: [Signature]
Name: Daniel Bader
Title: Vice President
Date: 12-13-2017

TENANT:

BTH PIZZA, LLC,
a Wisconsin limited liability company

By: [Signature]
Name: Troy Hanke
Title: Member
Date: 1/26/18

STATE OF WISCONSIN)
) ss.
County of Milwaukee)

Personally came before me this 13th day of December, 2017, the above-named Daniel J. Rader, as Vice President of B. & K. Enterprises, Inc., a Wisconsin corporation, to me known to be the person who executed the foregoing and acknowledged the same as his voluntary act for and on behalf of said corporation.

Witness my hand and seal.



Ann D. Zurbike
Notary Public
10-5-19

STATE OF KENTUCKY)
) ss.
County of Jefferson)

Personally came before me this 26 day of January, 2017, the above-named Troy Hanke as Member of BTH Pizza, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing and acknowledged the same as his voluntary act for and on behalf of said limited liability company.

Rebecca D. Natchup
Notary Public
March 26, 2018

My Commission Expires:

This instrument was prepared by:

Karen M. Campbell, Esq.
BTH Pizza, LLC
3309 Collins Lane
Louisville, KY 40245

Exhibit A
to
Memorandum of Lease

Legal Description of the Premises

BEING approximately 2,500 square feet of space in the building on the property located at 5423 Washington Avenue, Mt. Pleasant, Wisconsin, such property being more particularly described as follows (the "Property"):

Lot 2 of Certified Survey Map No. 3206, recorded in the office of the Racine County Register of Deeds on July 5, 2016, as Document No. 2438793, being a part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 13, Town 3 North, Range 22 East, in the Village of Mount Pleasant, Racine County, Wisconsin.

TOGETHER WITH THE non-exclusive right and easement to use in common with the other tenants and occupants of the Property (as defined in paragraph 1 above), all Common Areas of the Property, including without limitation, all access roads, drives and parking areas, for vehicular and pedestrian ingress, egress, passage, driveway, walkway and parking purposes.

Exhibit B
to
Memorandum of Lease

Legal Description of the Shopping Center

Lot 1 of Certified Survey Map No. 3206, recorded in the office of the Racine County Register of Deeds on July 5, 2016, as Document No. 2438793, being a part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 13, Town 3 North, Range 22 East, in the Village of Mount Pleasant, Racine County, Wisconsin.