

**Knight Barry**

TITLE GROUP

Integrity. Experience. Innovation.

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

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

Completed on:1/7/20 3:01 pm

Last Revised on:1/7/20 3:01 pm

Printed on:1/7/20 3:02 pm

**Applicant Information**

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

Sales Representative:Craig Haskins

**Property Information**

(Note: values below are from the tax roll)

Effective Date: 12/16/2019 at 8:00 am

Owner(s) of record:JMC Properties LOC160, LLC, a Wisconsin limited liability company

Property address:6116 Regency W Drive, Racine, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: Parcel 4 of Certified Survey Map No. 1255, 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 652, as Document No. 1236698, being a part of the Northwest ¼ of the Southwest ¼ and the Southwest ¼ of the Northwest ¼ of Section 24, and the Northeast ¼ of the Southeast ¼ of Section 23, Township 3 North, Range 22 East. Said land being in the City of Racine, County of Racine, State of Wisconsin.

Tax Key No: 23904000

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

Mortgage from JMC Properties LOC160 LLC, a Wisconsin limited liability company to First Federal Bank of Wisconsin in the amount of \$1,270,000.00 dated June 29, 2017 and recorded July 19, 2017 as Document No. 2469949.

Assignment of Rents from JMC Properties LOC160 LLC, a Wisconsin limited liability company to First Federal Bank of Wisconsin recorded July 19, 2017 as Document No. 2469950.

**Easements / Restrictions & Other Encumbrances**

Public or private rights, if any, in such portion of the Land as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.

Easements, restrictions and other matters shown on Certified Survey Map 1073 recorded May 7, 1985 as Document No. 1168310.

Declaration of Easements and Covenants and other matters contained in the instrument recorded May 17, 1985 in Volume 1752, Page 604 as Document No. 1169012.

Amendment to Declaration of Easements and Covenants and other matters contained in the instrument recorded June 13, 1986 in Volume 1803, Page 330 as Document No. 1196578.

Second Amendment to Declaration of Easements and Covenants and other matters contained in the instrument recorded July 10, 1987 in Volume 1874, Page 607 as Document No. 1234886.

Easements, restrictions and other matters shown on Certified Survey Map 1255 recorded August 4, 1987 as Document No. 1236698.

Easements, restrictions and other matters shown on Certified Survey Map 1170 recorded September 30, 1986 as Document No. 1207188.



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

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

Completed on: 1/7/20 3:01 pm

Last Revised on: 1/7/20 3:01 pm

Printed on: 1/7/20 3:02 pm

Restrictive Covenants and other matters contained in the instrument recorded October 23, 1986 in Volume 1827, Page 183 as Document No. 1209320.

Easement, Maintenance and Recapture Agreement and other matters contained in the instrument recorded October 23, 1986 in Volume 1827, Page 189 as Document No. 1209322.

Land Use Agreement and other matters contained in the instrument recorded December 30, 1987 in Volume 1896, Page 539 as Document No. 1247144.

Wisconsin Electric Power Company and Wisconsin Bell, Inc. and other matters contained in the instrument recorded June 20, 1988 in Volume 1918, Page 54 as Document No. 1258995.

Distribution Easement Underground Joint and other matters contained in the instrument recorded September 26, 2006 as Document No. 2103158.

**Judgments / Liens**

None

**General Taxes**

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

Taxes for the Year 2018 in the amount of \$47,268.21, and all prior years are paid.

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

**Other Matters**

None

**Footnotes**

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

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

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





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:1/7/20 3:01 pm

Last Revised on:1/7/20 3:01 pm

Printed on:1/7/20 3:02 pm

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).





1079343

Search powered by



Report/Print engine  
List & Label @ Version 19:  
Copyright combit® GmbH  
1991-2013

## City of Racine Web Portal - Property Summary

Property: 23904000

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2018 ▼	Real Estate	23904000	276 - CITY OF RACINE	6116 REGENCY WEST DR	JMC PROPERTIES LOC160 LLC 7430 HARWOOD AVE SUITE 100 WAUWATOSA WI 53213
Tax Year Legend:             = owes prior year taxes             = not assessed             = not taxed            Delinquent Current					

## Summary

### Property Summary

Parcel #:	23904000
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	7/11/2017
Historical Date:	
Acres:	0.000

### Property Addresses

Primary ▲	Address
<input checked="" type="checkbox"/>	6116 REGENCY WEST DR RACINE 53406

### Owners

Name	Status	Ownership Type	Interest
JMC PROPERTIES LOC160 LLC	CURRENT OWNER		0.00

### Parent Parcels

No Parent Parcels were found

### Child Parcels

No Child Parcels were found

### Legal Description

SW 1/4 SECTION 24-3-22 PCL 4 CSM NO 1255 REC VOL 3 CSM PG 652 + VOL 1869 RECS PG 245

### Public Land Survey - Property Descriptions

No Property Descriptions were found

### District

Code ▲	Description	Category
0600	GATEWAY TECHINCAL COLLEGE	TECHNICAL COLLEGE
276	LOCAL	OTHER DISTRICT
	RACINE COUNTY	
	STATE OF WISCONSIN	

4620

UNIFIED SCHOOL

REGULAR SCHOOL

## Building Information

### Buildings

## Assessments

### Assessment Summary

Estimated Fair Market Value: 1629700

Assessment Ratio: 0.9830

Legal Acres: 0.000

### 2018 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	559300	1042700	1602000
<b>ALL CLASSES</b>	<b>0.000</b>	<b>559300</b>	<b>1042700</b>	<b>1602000</b>

### 2017 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	559300	1042700	1602000
<b>ALL CLASSES</b>	<b>0.000</b>	<b>559300</b>	<b>1042700</b>	<b>1602000</b>

## Taxes

### Tax Summary

Bill #: 26207

Net Mill Rate: 0.029166790

### Lottery Credits

Claims	Date	Amount
0		0.00

### Installments

Due Date ▲	Amount
1/31/2019	12276.81
3/31/2019	11663.80
5/31/2019	11663.80
7/31/2019	11663.80

### Payments

Status	Payment Date ▲	Type	Amount	Receipt #	Notes
Posted	1/7/2019	T	47268.21	93223	FIRST FEDERAL BANK #3000382

Key: Property Type: RE - Real Estate, PP - Personal Property

Payment Type: A - Adjustment, R - Redemption, T - Current Tax, Q - Quit Claim, D - Write Off Deeded, B - Write Off Bankruptcy

### Details

Description	Amount	Paid	Due
Gross Tax	49649.77	-	-
School Credit	2924.57	-	-
<input checked="" type="checkbox"/> Total	46725.20	-	-

Description	Amount	Paid	Due
GATEWAY TECHNICAL COLLEGE	1311.07		
LOCAL	26491.54		
RACINE COUNTY	5549.35		
STATE OF WISCONSIN	0.00		
UNIFIED SCHOOL	13373.24		
First Dollar Credit	69.99	-	-
Lottery Credit	0.00	-	-
Net Tax	46655.21	46655.21	0.00
Special Assessments	0.00	0.00	0.00
<input checked="" type="checkbox"/> Special Charges	613.00	613.00	0.00
Fire Inspection	550.00		
SANITARY SEWER MAINTENANCE	63.00		
Delinquent Utility	0.00	0.00	0.00
Private Forest Crop	0.00	0.00	0.00
Woodland Tax Law	0.00	0.00	0.00
Managed Forest Land	0.00	0.00	0.00
Other Charges	0.00	0.00	0.00
Interest	-	0.00	0.00
Penalty	-	0.00	0.00
<b>TOTAL</b>	<b>47268.21</b>	<b>47268.21</b>	<b>0.00</b>

## Tax History

Interest/Penalty Date 11/12/2019

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Status
2018	47268.21	0.00	0.00	47268.21	1/7/2019	0.00	Paid
2017	49429.73	0.00	0.00	49429.73	12/26/2017	0.00	Paid
2016	50536.76	0.00	0.00	50536.76	12/29/2016	0.00	Paid
2015	51053.20	0.00	0.00	51053.20	12/31/2015	0.00	Paid
2014	48568.51	0.00	0.00	48568.51	12/24/2014	0.00	Paid
2013	48437.61	0.00	0.00	48437.61	1/23/2014	0.00	Paid
<b>TOTAL</b>	<b>295294.02</b>	<b>0.00</b>	<b>0.00</b>	<b>295294.02</b>	-	<b>0.00</b>	-

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

## Document History

No matching document history was found

## WARRANTY DEED

DOC # 2204364

Recorded

Mar. 04, 2009 AT 04:32PM

Document Number

Document Name

THIS DEED, made between

MRG HOLDINGS, LLC, a Wisconsin limited liability company  
AND DANGIE HOLDINGS, LLC, a Wisconsin limited liability company

("Grantor," whether one or more), and

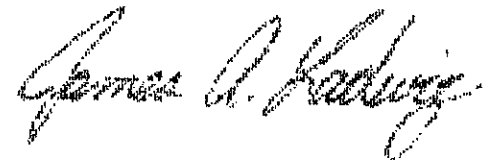
JMC PROPERTIES LOC160, LLC, a Wisconsin limited liability company

("Grantee," whether one or more)

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

## PARCEL 1:

Parcel 4 of Certified Survey Map No. 1255, recorded August 4, 1987 in Volume 3 of Certified Survey Maps, Page 652, as Document No. 1236698, being a part of the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 24, and the Northeast 1/4 of the Southeast 1/4 of Section 23, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin.



JAMES A. LADWIG

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$13.00

Transfer Fee: \$5,640.00

Recording Fee

Name and Return Address

JEFF COCKERHAM  
1346 N. WAUWATOSA AVE.  
WAUWATOSA WI 53213 13

276-00-00-23904-000

Parcel Identification Number (PIN)

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

continued

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing.

Dated

FEBRUARY 24, 2009

MRG HOLDINGS, LLC AND DANGIE HOLDINGS, LLC



MICHAEL R. GOETZ, MEMBER

(SEAL)



DANIEL B. GENZEL, MEMBER

(SEAL)

## AUTHENTICATION

Signature(s)

authenticated on

## ACKNOWLEDGMENT

STATE OF WISCONSIN

WAUKESHA

COUNTY

} ss.

Personally came before me on

FEB 24, 2009

the above named MICHAEL R. GOETZ AND DANIEL B. GENZEL,

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

Notary Public, State of Wisconsin

Commission (is permanent) (expires 9-16-12)

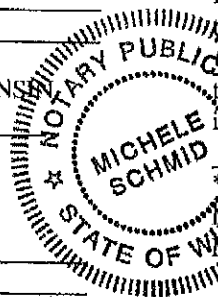
TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,

authorized by Wis. Stat. §706.06)

THIS INSTRUMENT DRAFTED BY:

ATTORNEY JEFFREY P. PATTERSON



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

WARRANTY DEED

\*Type name below signatures

363086

2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

cwcdeedn 9/05

Legal Description Continued

Order No: 363686

PARCEL II:

Non-exclusive easement for ingress and egress for the benefit of Parcel I as disclosed in Easement, Maintenance and Recapture Agreement entered into by and between Racine County, Wisconsin and McDonald's Corporation, a Delaware corporation, recorded October 23, 1986 in Volume 1827 of Records, Page 189, as Document No. 1209322.

Tax Key No: 276-00-00-23904-000

Address: 6116 REGENCY WEST DRIVE, RACINE, WISCONSIN



1255

1255

1255

1255

1255

- 1255



# CERTIFIED SURVEY MAP No. 1255

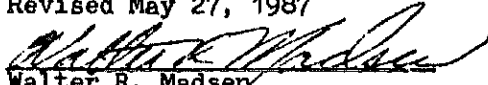
PART OF THE NW 1/4 OF THE SW 1/4 AND SW 1/4 OF THE NW 1/4 OF SEC.  
24 AND THE NE 1/4 OF THE SE 1/4 OF SEC. 23, T. 3 N., R. 22 E., IN THE  
TOWN OF MT. PLEASANT, RACINE COUNTY, WISCONSIN

## SURVEYOR'S CERTIFICATE

I, WALTER R. MADSEN, hereby certify that I have prepared this Certified Survey Map, the exterior boundaries of which are described as: That part of the West  $\frac{1}{4}$  of Section 24, and of the Southeast  $\frac{1}{4}$  of Section 23, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Commence at a standard Racine County monument marking the West  $\frac{1}{4}$  corner of said Section 24; run thence S89°08'05" E 183.43 feet along the East-West  $\frac{1}{4}$  line of said Section 24 to the point of beginning of this description; run thence N53°45'45" E 284.99 feet to a point on a curve of Northerly convexity whose radius is 367.00 feet and whose chord bears N72°42'48"E 238.37 feet; thence Easterly on the arc of said curve 242.78 feet; thence N01°39'51"E 66 feet to a point on a curve of Northerly convexity whose radius is 433.00 feet and whose chord bears S80°47'12"E 113.77 feet; thence Easterly on the arc of said curve 114.10 feet; thence S73°14'15"E 235.46 feet to the Westerly line of S.T.H. #31 and a point on a curve of Westerly convexity whose radius is 16430.22 feet and whose chord bears S16°26'22"W 21.28 feet; thence Southerly on the arc of said curve and the Westerly line S.T.H. #31 21.28 feet; thence S19°41'15"W 141.01 feet along the Westerly line of S.T.H. #31; thence S12°20'47"W 151.25 feet along the Westerly line of S.T.H. #31 to a point on a curve of Westerly convexity whose radius is 16,430.19 feet and whose chord bears S14°05'46"W 739.28 feet; thence Southerly on the arc of said curve and the Westerly line of S.T.H. #31 739.38 feet; thence S89°30'07"W 10.31 feet to a point on a curve of Westerly convexity whose radius is 16,440.22 feet and whose chord bears S12°41'39"W 60.00 feet; thence Southerly 60.04 feet along the arc of said curve; thence N80°01'50"W 187.50 feet; thence S12°12'40"W 260.26 feet to the Northeasterly line of Regency West Drive and a point on a curve of Southwesterly convexity whose radius is 284.98 feet and whose chord bears N46°53'53"W 68.35 feet; thence Northwesterly on the arc of said curve and the Northeasterly line of Regency West Drive 68.51 feet; thence N40°00'10"W 226.67 feet along the Northeasterly line of Regency West Drive to a point on a curve of North-easterly convexity whose radius is 245.04 feet and whose chord bears N65°15'07"W 209.04 feet; thence Northwesterly on the arc of said curve and the Northeasterly line of Regency West Drive 215.97 feet; thence S89°29'55"W 192.30 feet; thence N01°45'14"W 144.53 feet to a point on a curve of Westerly convexity whose radius is 600.00 feet, and whose chord bears N06°10'16"E 165.45 feet; thence Northerly on the arc of said curve 165.98 feet; thence N14°05'46"E 150.37 feet to a point on a curve of Easterly convexity whose radius is 433.00 feet and whose chord bears N01°52'02"E 183.43 feet; thence Northerly on the arc of said curve 184.83 feet to a point on a curve of Southeasterly convexity, whose radius is 433.00 feet and whose chord bears N66°20'50"E 188.69 feet; thence Northeasterly on the arc of said curve 190.21 feet; thence N53°45'45"E 100.33 feet to the point of beginning. Containing 21.188 acres.

May 15, 1987    Revised August 3, 1987

Revised May 27, 1987



Walter R. Madsen  
1339 Washington Avenue  
Racine, Wisconsin 53403



CERTIFIED SURVEY MAP No. 1255  
PART OF THE NW 1/4 OF THE SW 1/4 AND SW 1/4 OF THE NW 1/4 OF SEC.  
24 AND THE NE 1/4 OF THE SE 1/4 OF SEC. 23, T. 3 N., R. 22 E., IN THE  
TOWN OF MT. PLEASANT, RACINE COUNTY, WISCONSIN

TOWN'S CERTIFICATE

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

Carol Jensen  
Carol Jensen, Clerk  
TOWN OF MT. PLEASANT

COUNTY'S CERTIFICATE

APPROVED as a Certified Survey Map this 18th day of  
May, 1987.

Arnold L. Clement  
Arnold L. Clement, Dir. Planning  
& Development

OWNER'S CERTIFICATE OF DEDICATION

As Owners, we hereby certify that we caused the land described  
above to be surveyed, divided, mapped and dedicated as repre-  
sented on this map in accordance with the requirements of  
Section 8.06 of the Racine County Land Division Ordinance and  
Section 101.06 of the Mt. Pleasant Land Division Control  
Ordinance.

WITNESS the hand and seal of said Owners this 27 day of  
JULY, 1987.

R-O ASSOCIATES OF RACINE LIMITED  
PARTNERSHIP

BY: REDMOND DEVELOPMENT CORPORATION,  
General Partner

Thomas J. Redmond  
Thomas J. Redmond, President

ATTEST:

Mark D. Redmond  
Mark D. Redmond, Secretary

BY: Thomas J. Redmond  
Thomas J. Redmond, General Partner

CORPORATE ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss.

87 Personally came before me this 27 day of JULY,  
1987, Thomas J. Redmond, President and Mark D. Redmond, Secretary  
of Redmond Development Corporation, a General Partner of R-O  
Associates of Racine Limited Partnership, to me known to be the  
persons who executed the foregoing instrument and to me known to  
be the President and Secretary of Redmond Development Corporation  
and acknowledged that they executed the foregoing and attached  
instrument as such officers as the deed of the corporation by its  
authority as a General Partner of said limited partnership.

Robert B. Peregrine  
Robert B. Peregrine  
Notary Public, State of Wisconsin  
My Commission is permanent.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss.

87 Personally came before me this 27 day of JULY,  
1987, Thomas J. Redmond, one of the General Partners of R-O  
Associates of Racine Limited Partnership, a Wisconsin limited  
partnership, to me known to be the person who executed the  
foregoing and attached instrument and acknowledged that he has  
executed the foregoing and attached instrument as such general  
partner as the deed of said partnership by its authority.

Robert B. Peregrine  
Robert B. Peregrine  
Notary Public, State of Wisconsin

Mailing Address of R-O Associates of Racine Limited Partnership:  
W228 N727 Westmound Drive  
Waukesha, WI 53186

Sheet 3 of 6 Sheets

**CERTIFIED SURVEY MAP No. 1255**  
PART OF THE NW 1/4 OF THE SW 1/4 AND SW 1/4 OF THE NW 1/4 OF SEC. 24 AND THE NE 1/4 OF THE SE 1/4 OF SEC. 23, T. 3 N., R. 22 E., IN THE TOWN OF MT PLEASANT, RACINE COUNTY, WISCONSIN

Glenn A. Oakes  
Glenn A. Oakes

Sandra M. Oakes  
Sandra M. Oakes

NO CORPORATE SEAL

SEKAO, INC.

Glenn A. Oakes  
Glenn A. Oakes, President

ATTEST:

Sandra M. Oakes  
Sandra M. Oakes, Secretary

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
RACINE COUNTY ) ss.

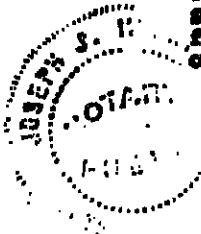
Personally came before me this 24<sup>th</sup> day of July, 1987, Glenn A. Oakes and Sandra M. Oakes, to me known to be the persons who executed the foregoing and attached instrument and acknowledged the same.

Joseph J. Muratore, Sr.  
Joseph J. Muratore, Sr.  
Notary Public, State of Wisconsin  
My Commission is permanent.

**CORPORATE ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
RACINE COUNTY ) ss.

Personally came before me this 24<sup>th</sup> day of July, 1987, Glenn A. Oakes, President and Sandra M. Oakes, Secretary of SEKAO, INC., to me known to be the persons who executed the foregoing instrument and to me known to be the President and Secretary of SEKAO, INC. and acknowledged that they executed the foregoing instrument as such officers as the deed of the corporation by its authority.



Joseph J. Muratore, Sr.  
Joseph J. Muratore, Sr.  
Notary Public, State of Wisconsin  
My Commission is permanent.

Mailing Address of Glenn A. Oakes, Sandra M. Oakes and  
SEKAO, Inc.:  
2300 South Green Bay Road  
Racine, Wisconsin 53406

CERTIFIED SURVEY MAP No. 1255  
PART OF THE NW 1/4 OF THE SW 1/4 AND SW 1/4 OF THE NW 1/4 OF SEC.  
24 AND THE NE 1/4 OF THE SE 1/4 OF SEC. 23, T. 3 N., R. 22 E., IN THE  
TOWN OF MT PLEASANT, RACINE COUNTY, WISCONSIN

MARINE BANK, NATIONAL ASSOCIATION

Donald G. Peetz  
Donald G. Peetz, Vice President

ATTEST:

Donald Griffin, Jr.  
Donald Griffin, Jr.  
Senior Vice President

CORPORATE ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss.

Personally came before me this 29<sup>th</sup> day of July,  
1987, Donald G. Peetz, Vice President and Donald Griffin, Jr., VP  
~~Secretary~~ of Marine Bank, National Association, to me known to be  
the persons who executed the foregoing instrument and to me known  
to be the Vice President and Secretary of Marine Bank, National  
Association, and acknowledged that they executed the foregoing  
and attached instrument as such officers as the deed of the  
corporation by its authority.



Dolores A. Janus  
Dolores A. Janus  
Notary Public, State of Wisconsin  
My Commission: 1-15-89

Sheet 5 of 6 Sheets

Volume 3

Page 656

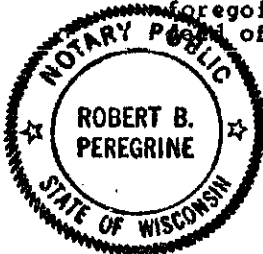
**CERTIFIED SURVEY MAP No. 1255**  
 PART OF THE NW 1/4 OF THE SW 1/4 AND SW 1/4 OF THE NW 1/4 OF SEC.  
 24 AND THE NE 1/4 OF THE SE 1/4 OF SEC. 23, T. 3 N., R. 22 E., IN THE  
 TOWN OF MT PLEASANT, RACINE COUNTY, WISCONSIN

Steven C. Boysa CREATIVE EQUITY COMPANY, a general partnership  
Grace E. Boysa Steven C. Boysa, his wife  
William A. Heinlein William A. Heinlein, General Partner  
Marilyn K. Heinlein Marilyn K. Heinlein, his wife

**PARTNERSHIP ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) ss.  
 MILWAUKEE COUNTY )

Personally came before me this 29<sup>th</sup> day of JULY, 1987, Steven C. Boysa and William A. Heinlein, the general partners of Creative Equity Company, a Wisconsin partnership, to me known to be the persons who executed the foregoing and attached instrument and acknowledged that they have executed the foregoing and attached instrument as such general partners as the of said partnership by its authority.

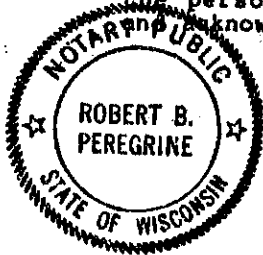


Robert B. Peregrine  
 Robert B. Peregrine  
 Notary Public, State of Wisconsin  
 My commission is permanent.

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) ss.  
 MILWAUKEE COUNTY )

Personally came before me this 29<sup>th</sup> day of JULY, 1987, Steven C. Boysa, and Grace E. Boysa, his wife, and William A. Heinlein, and Marilyn K. Heinlein, his wife, to me known to be the persons who executed the foregoing and attached instrument and acknowledged the same.



Robert B. Peregrine  
 Robert B. Peregrine  
 Notary Public, State of Wisconsin  
 My commission: is permanent.

Mailing Address of Steven C. Boysa,  
 Grace E. Boysa, his wife, and William  
 A. Heinlein, and Marilyn K. Heinlein,  
 his wife and Creative Equity Company:

10909 West Bluemound Road  
 Wauwatosa, WI 53226

Register's Office  
 Racine County, Wis. } ss  
 Received for Record 4th day of  
August A.D. 1987 at 10:45  
 o'clock A.M. and recorded in Volume 3  
 of 652 on page 652-657

Thelen M. Schuttgen  
 Register of Deeds

Sheet 6 of 6 Sheets

Register's Office  
Racine County, Wis.

Received for Record ..... 30th day of  
September, A.D. 1986 at 11:13  
o'clock A.M. and recorded in Volume 3  
of CSM ..... on page 429-431.

1207188

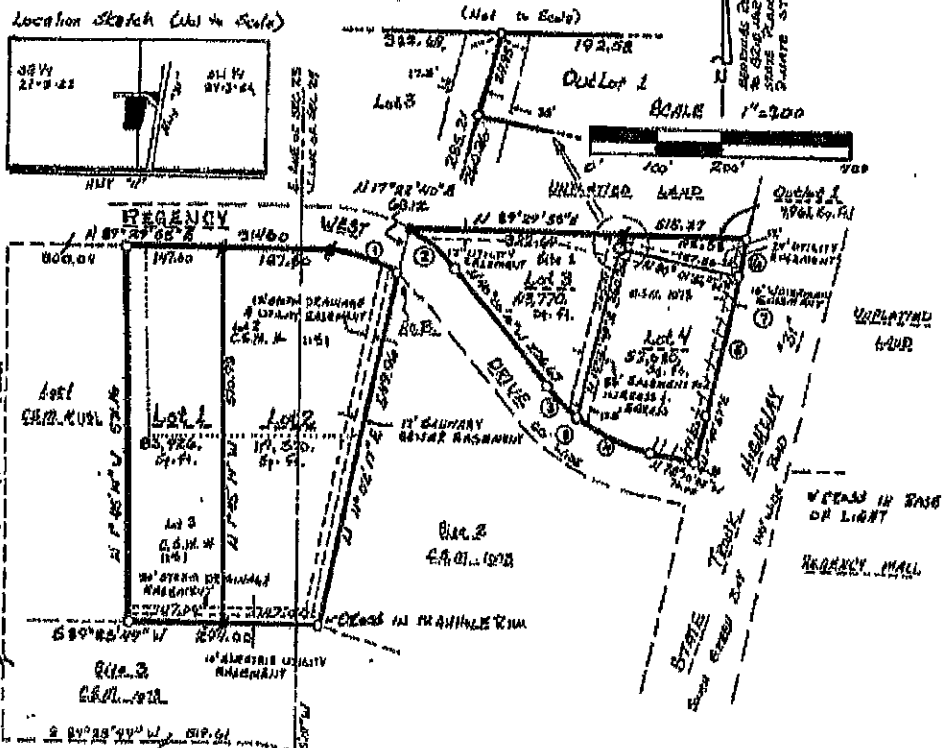
Lot 1 - 008-03-22-23-031-011  
Lot 2 - 008-03-22-23-031-012  
Lot 3 - 008-03-22-23-031-013  
Lot 4 - 008-03-22-23-031-014  
Out 1 - 008-03-22-23-031-015

FROM: 008-03-22-23-031-010  
008-03-22-23-031-010  
008-03-22-23-031-010

Allen M. Schuttler  
Register of Deeds

CERTIFIED SURVEY MAP No. 1170  
Being a redivision of Lots 2 and 3 of CERTIFIED SURVEY  
MAP No. 1161 and Site 1 of CERTIFIED SURVEY MAP No. 1073.  
Located in the Southwest 1/4 of Section 24 and the Southeast  
1/4 of Section 23, Town 3 North, Range 22 East, Town of Mt.  
Pleasant, Racine County, Wisconsin.

Owner: Racine County



Sept. 3 1986,  
Revised Sept. 22 1986.

Jensen Surveying & Mapping S.C.  
45 S. Wisconsin St. P.O. Box 322  
Elkhorn, Wisconsin, 53121  
(414) 723-3434

1/4 Corner Section 23-3-22  
SW Corner Section 24-3-22

- LEGEND**
- - FOUND IRON PIPE
  - - FOUND IRON ROD
  - ⊕ - 1/4" IRON ROD SET 30" DEEP, 1/2" DIA. AT LEAST 10" FROM LOT LINE
  - - FOUND COUNTY MEASUREMENT
- \* Note: Curve 2 is reserved for eventual sale to the owners of abutting lands.

Curve	Lot	Central Angle	CURVE DATA		Chord	Chord Bearing
			Arc	Radius		
1	2	34°41'31"	108.41'	179.04'	106.76'	S 73°09'19" E
2	3	20°23'07"	87.32'	245.04'	86.86'	N 50°12'44" W
3	3	13°46'28"	68.31'	284.98'	68.33'	N 46°38'21" W
4	4	24°23'23"	121.31'	204.98'	120.40'	N 65°58'28" W
5	4	00°43'23.3"	217.23'	16440.22'	217.22'	S 12°12'39.7" W
6	Outlot 1	00°12'13.8"	60.00'	16440.22'	60.00'	S 12°41'38.7" W
7	"	00°57'15.8"	277.23'	16440.22'	277.22'	S 12°18'56" W
8	"	30°09'13"	189.82'	284.98'	186.33'	N 59°03'06" W

Fig. 1 of 3 Pgs.

n/c

VOL 3 PAGE 429

CERTIFIED SURVEY MAP No. 1110

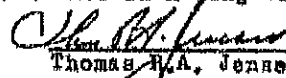
Being a redivision of Lots 2 and 3 of CERTIFIED SURVEY MAP No. 1151 and Site 1 of CERTIFIED SURVEY MAP No. 1073. Located in the Southwest  $\frac{1}{4}$  of Section 24 and the Southeast  $\frac{1}{4}$  of Section 23, Town 3 North, Range 22 East, Racine County, Wisconsin.

SURVEYOR'S CERTIFICATE AND LEGAL DESCRIPTION:

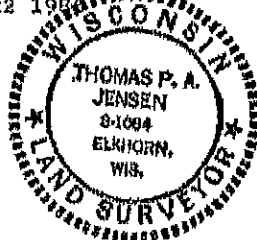
I, Thomas P.A. Jensen, Wisconsin Registered Land Surveyor, hereby certify that I have prepared this Certified Survey Map, the exterior boundaries of which are described as: Commence at the Southwest corner of said Section 24; thence N  $10^{\circ}45'14''$  W, along the West line of said Section 24, 752.94 feet to the South line of CERTIFIED SURVEY MAP No. 1073; thence N  $78^{\circ}29'11''$  W, along said South line, 55.67 feet; thence S  $89^{\circ}25'49''$  W, along said South line, 519.61 feet; thence N  $10^{\circ}45'14''$  W, along the West line of Site 3 of CERTIFIED SURVEY MAP No. 1073 and Lot 1 of CERTIFIED SURVEY MAP No. 1151, 1042.69 feet to the South line of Regency West Drive; thence N  $89^{\circ}29'55''$  E, along said South line, 614.64 feet; thence Southeasterly along said South line and arc of a curve to the right (central angle =  $34^{\circ}41'31''$  radius = 179.04, chord bears S  $73^{\circ}09'19''$  E 106.76 feet) 108.41 feet to the Point of Beginning; thence S  $11^{\circ}02'17''$  W, along the West line of Site 2 of CERTIFIED SURVEY MAP No. 1073, 549.96 feet; thence S  $89^{\circ}25'49''$  W, along the North line of Site 3 of CERTIFIED SURVEY MAP No. 1073, 294.00 feet; thence N  $10^{\circ}45'14''$  W, along the East line of Lot 1 of CERTIFIED SURVEY MAP No. 1151, 571.16 feet to the South line of said Regency West Drive; thence N  $89^{\circ}29'55''$  E, along said South line, 314.60 feet; thence Southeasterly along said South line and the arc of a curve to the right (central angle =  $34^{\circ}41'31''$  radius = 179.04, chord bears S  $73^{\circ}09'19''$  E 106.76 feet) 108.41 feet; thence N  $17^{\circ}22'40''$  E, across said Regency West Drive, 68.12 feet to a point on the North line of said Regency West Drive; thence N  $89^{\circ}29'55''$  E 515.27 feet to the West line of State Trunk Highway "31"; thence Southwesterly along said West line and the arc of a curve to the left (central angle =  $0^{\circ}57'58''$  radius = 16,440.22, chord bears S  $12^{\circ}18'56''$  W 277.22 feet) 277.22 feet; thence S  $11^{\circ}49'57''$  W 74.56 feet to N line Regency West Dr.; thence N  $78^{\circ}10'03''$  W, along said North line, 70.00 feet; thence Northwesterly along said North line and the arc of a curve to the right (central angle =  $38^{\circ}09'53''$ , radius = 284.98, chord bears N  $59^{\circ}05'06''$  W 186.33 feet) 189.82 feet; thence N  $40^{\circ}00'10''$  W, along said North line, 226.67 feet; thence Northwesterly along said North line and the arc of a curve to the left (central angle =  $20^{\circ}25'07''$ , radius = 245.04, chord bears N  $50^{\circ}12'44''$  W 86.86 feet) 87.32 feet; thence S  $17^{\circ}22'40''$  W across said Regency West Drive, 68.12 feet to the Point of Beginning. Parcel contains 300.74 sq. ft. of land, more or less.

I further certify that I have fully complied with the requirements of Chapter 236.24 of the Wisconsin Statutes and the provisions of the Mt. Pleasant ordinances and the Racine County Land Division Control Ordinance in making such survey and Certified Survey Map.

September 5, 1986.  
Revised Sept 22 1986

  
Thomas P.A. Jensen R.L.S. 1084

PG. 2 of 3 Pgs.





CERTIFIED SURVEY MAP No. 1170  
Being a redivision of Lots 2 and 3 of CERTIFIED SURVEY MAP  
No. 1151 and Site 1 of CERTIFIED SURVEY MAP No. 1073.  
Located in the Southwest  $\frac{1}{4}$  of Section 24 and the Southeast  $\frac{1}{4}$   
of Section 23, Town 3 North, Range 22 East, Town of Mt.  
Pleasant, Racine County, Wisconsin.

CITY'S CERTIFICATE:

Approved by the Common Council of the City of Racine this  
\_\_\_\_\_ day of \_\_\_\_\_, 1986 by resolution.

\_\_\_\_\_  
Anthony J. Schlaffer  
Clerk, City of Racine.

COUNTY'S CERTIFICATE:

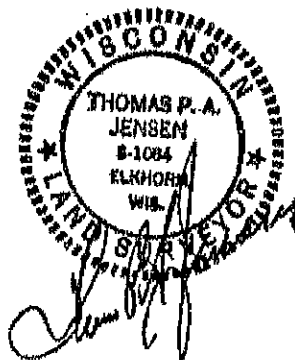
Approved as a CERTIFIED SURVEY MAP this 24<sup>th</sup> day of  
SEPTEMBER, 1986.

\_\_\_\_\_  
Arnold L. Clement, Director  
of Planning & Development  
Racine County.

TOWN BOARD APPROVAL:

Approved as a Certified Survey Map this 24<sup>th</sup> day of  
SEPTEMBER, 1986.

\_\_\_\_\_  
Carol Jensen, Clerk  
Town of Mt. Pleasant



Sept. 3 1986.  
Revised Sept. 22 1986.

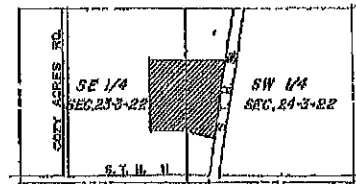
ACCESS RESTRICTION:

As owner, I hereby restrict Lot 4 and Outlot 1, in that no  
owner, possessor, user, nor licensee, nor other person shall  
have any right of direct vehicular ingress or egress with  
State Trunk Highway 31 (S. Green Bay Road) or the Easterly  
70.00 feet of Regency West Drive as shown on page 1; it being  
expressly intended that this restriction shall constitute a  
restriction for the benefit of the public, and shall be en-  
forceable by the Wisconsin Department of Transportation.

Pg. 3 of 3 Pgs.

3258

PART OF THE SW. 1/4 OF SEC. 24, AND PART OF THE S.E. 1/4 OF SEC. 23, T. 3 N., R. 22 E., IN THE TOWN OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

[illegible]

LOCATION MAP  
SCALE 1" = 2000'

CURVE			DATA		
CURVE	ARC	RADIUS	CHORD	BEARING	LEN. ANGLE
1	233.79	380.98	229.49	N 90° 00' 06" W	380° 09' 54"
2	161.60	179.04	132.74	N 90° 16' 07" W	500° 29' 56"
3	49.39	178.04	49.24	N 47° 54' 22" W	150° 41' 24"
4	108.41	179.04	106.76	N 73° 09' 19" W	240° 41' 31"
5	97.32	245.04	92.06	S 60° 12' 44" E	200° 28' 08"
6	189.02	284.90	183.33	S 59° 08' 09" E	300° 09' 04"
7	277.23	16440.22	277.22	S 12° 18' 56" W	800° 67' 58"

REVISED 4/22/06  
REVISED 5/7/05



4/15/81

1168310

CERTIFIED SURVEY MAP No. 1073

PART OF THE S.W. 1/4 OF SEC. 24, AND PART OF THE S.E. 1/4 OF SEC. 23, T. 3 N., R. 22 E., IN THE TOWN OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN

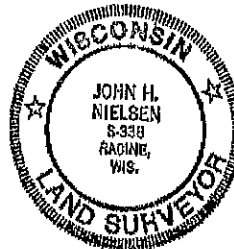
SURVEYOR'S CERTIFICATE

I, John H. Nielsen, hereby certify that I have prepared this Certified Survey Map, the exterior boundaries of which are described as: That part of the Southeast  $\frac{1}{4}$  of Section 23 and of the Southwest  $\frac{1}{4}$  of Section 24, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a point on the East line of said Section 23 located  $N01^{\circ}45'14"W$  752.94 feet from the Southeast corner of said Section 23; run thence  $N78^{\circ}29'11"W$  55.67 feet; thence  $S89^{\circ}25'49"W$  519.61 feet; thence  $N01^{\circ}45'14"W$  1075.69 feet; thence  $N89^{\circ}29'55"E$  1253.44 feet to the Westerly line of S.T.H. 31 at a point on a curve of Southwesterly convexity whose radius is 16,440.22 feet and whose chord bears  $S12^{\circ}18'56"W$  277.22 feet; thence Southwesterly 277.23 feet on the arc of said curve to its point of tangency; thence  $S11^{\circ}49'57"W$  607.81 feet on the Westerly line of S.T.H. 31; thence  $S11^{\circ}30'49"W$  314.13 feet on the Westerly line of S.T.H. 31; thence  $N78^{\circ}29'11"W$  408.09 feet to the point of beginning.

I further certify that I have fully complied with the requirements of Chapter 236.34 of the Wisconsin Statutes and the provisions of the Mt. Pleasant ordinances in making such survey and Certified Survey map.

John H. Nielsen  
John H. Nielsen, R.L.S. #338

April 22, 1985



OWNER'S CERTIFICATE OF DEDICATION

As agent for the Owner, Racine County, a municipal corporation, I certify that I caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. I further certify that this Certified Survey Map is required by Chapter 236.34 to be submitted to the Town of Mt. Pleasant for approval or objection.

Arnold L. Clement 4/22/85  
Arnold L. Clement

TOWN BOARD RESOLUTION

"Be it resolved that the Certified Survey Map of part of the Southeast  $\frac{1}{4}$  of Section 23 and of the Southwest  $\frac{1}{4}$  of Section 24, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, described in the certificate of John H. Nielsen, Registered Land Surveyor, dated April 22, 1985, is hereby approved subject to the Owner entering into an acceptable agreement with the Town to provide storm water drainage, sanitary sewer and roads and access agreements."

I hereby certify that the foregoing is a copy of a resolution adopted by the Town Board of the Town of Mt. Pleasant.

DATE: April 22, 1985 Signed: Carol J. Jensen  
Carol J. Jensen, Town Clerk

Register's Office  
Racine County, Wis. } \$9  
Received for Record 7th day of  
May A.D. 1985 at 10:31  
o'clock AM and recorded in Volume 3  
at City of Racine, Wis. on page 180-181

Thelen M. Schmitt

Register's Office  
Racine County, Wis.

Received for Record 874  
A.D. 1986 at 2:17  
o'clock P.M. and recorded in Volume 3  
of C.S.M. on page 376-378

N/A

Therese M. Schuttler

Register of Deeds

1202462

File

CERTIFIED SURVEY MAP No. 1151  
Being a redivision of Site 4, CERTIFIED SURVEY MAP No. 1073  
Part of the S.W. 1/4 of Section 24, and part of the  
S.E. 1/4 of Section 23, T.3N., R.22E., Town of Mount  
Pleasant, Racine County, Wisconsin.

Surveyed by: JENSEN SURVEYING & MAPPING S.O.  
45 S. Wisconsin St.  
Elkhorn, Wisconsin, 53121

Owners: RACINE COUNTY  
GLENN OAKES

End of Road  
Dedication

Unplatted

N 89° 27' 05" E 616.08

Land

Regency West

Drive

616.08

304.04

N 89° 27' 56" E

30.05

614.64

Lot 1  
2.934 Acres

Lot 2  
2.342 Acres

Lot 3  
2.020 Acres

C.S.M.

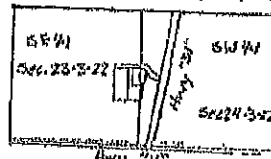
1073

10' Storm Drainage Easement  
10' Electric Easement

S 89° 25' 49" W 694.03

Site 3 C.S.M. 1073

Location Sketch (Not to Scale)



Cross in Manhole  
Elev.

THROWN

N 78° 29' 19" W Found Iron Rod  
X Found Iron Pipe  
X Set Iron Pipe

MAPPING DATE: JULY 7, 1986  
Bearings Referenced to Grid  
North, Wisconsin State Plane  
Coordinate System

□ S.W. Cor. Sec. 24-22

CURVE DATA

	Central Angle	Arc	Radius	Chord	Chord Bearing
① Lot 2	34° 41' 31"	108.41	179.04	106.76	N 72° 09' 19" W
② ~	30° 04' 49"	128.65	245.04	127.17	N 75° 27' 41" W

Lot 1: 008-03-22-23-031-0451

Lot 2: 008-03-22-23-031-050

Lot 3: 008-03-22-23-031-055

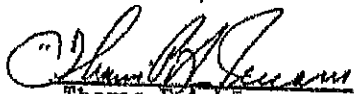
Pg. 1 of 3 Pgs.

VOL 3 PAGE 376

CERTIFIED SURVEY MAP No. 1757

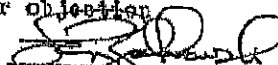
I, Thomas P.A. Jansen, Wisconsin Registered Land Surveyor, hereby certify that I have surveyed, divided, and mapped Site 4 of CERTIFIED SURVEY MAP No. 1073, located in part of the Southwest  $\frac{1}{4}$  of Section 24, and part of the Southeast  $\frac{1}{4}$  of Section 23, Town 3 North, Range 22 East, Town of Mount Pleasant, Racine County, Wisconsin, exterior of said Site 4, more particularly described as follows:  
Commence at the Southwest corner of said Section 24; thence N  $10^{\circ}45'14''$  W along the West line of said Section 24 752.94 feet to the South line of CERTIFIED SURVEY MAP No. 1073; thence N  $78^{\circ}29'11''$  W along said South line 55.67 feet; thence S  $89^{\circ}25'49''$  W along said South line 519.61 feet; thence N  $10^{\circ}45'14''$  W 471.17 feet to the Southwest corner of said Site 4 and the Point of Beginning; thence continue N  $10^{\circ}45'14''$  W 637.54 feet to the North line of a 66' Road Dedication thence N  $89^{\circ}29'55''$  E along said North line 616.08 feet to the beginning of a curve to the right; thence along the arc of said curve to the right, whose chord bears S  $75^{\circ}27'41''$  E 127.17 feet, with a radius of 245.04, with a central angle of  $30^{\circ}04'49''$ , 108.41 feet; thence S  $17^{\circ}22'40''$  W 68.12 feet; thence S  $11^{\circ}02'17''$  W 549.96 feet; thence S  $89^{\circ}25'49''$  W 594.03 feet to the Point of Beginning. Parcel contains 9.718 acres of land, more or less.

July 7 1986

  
Thomas P.A. Jansen RLS-1084

OWNERS CERTIFICATE OF DEDICATION

As agent for the owner, Racine County, a municipal corporation, I certify that I caused the land described on this Certified Survey Map to be surveyed, divided, mapped, and dedicated as shown hereon. I further certify that this Certified Survey Map is required by Chapter s.236.34 to be submitted to the Town of Mount Pleasant for approval or objection.


  
Len Gionkowski  
County Executive

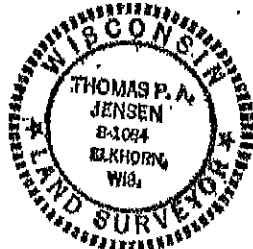
TOWN BOARD RESOLUTION

"Be it resolved that the Certified Survey Map of part of the Southeast  $\frac{1}{4}$  of Section 23 and part of the Southwest  $\frac{1}{4}$  of Section 24, Town 3 North, Range 22 East, Town of Mount Pleasant described in the certificate of Thomas P.A. Jansen, Registered Land Surveyor, dated April 3, 1986, is hereby approved subject to the Owner entering into an acceptable agreement with the Town to provide storm water drainage, sanitary sewer and roads for access agreements."

I hereby certify that the foregoing is a copy of a resolution adopted by the Town Board of the Town of Mount Pleasant.

Date: July 14, 1986

Signed:   
Carol J. Jansen, Town Clerk



Pg. 2 of 3 Pgs.

CERTIFIED SURVEY MAP No. 7157

OWNERS CERTIFICATE OF DEDICATION:

As owner I hereby certify that I caused the land described on this CERTIFIED SURVEY MAP to be surveyed, divided, mapped and dedicated as represented hereon. I further certify that this CERTIFIED SURVEY MAP is required by Chapter s. 236.34 to be submitted to the Town of Mount Pleasant for approval or objection.

Glenn Oakes (Seker.)  
Glenn Oakes

CITY'S CERTIFICATE

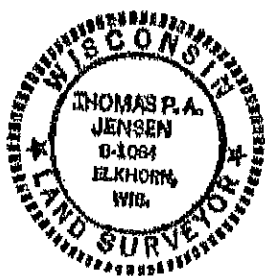
Approved by the Common Council of the City of Racine this 5th day of August, 1986 by resolution.

Anthony J. Schlaffer  
Anthony J. Schlaffer  
Clerk, City of Racine.

COUNTY'S CERTIFICATE

Approved as a CERTIFIED SURVEY MAP this 7th day of July, 1986.

Arnold L. Clement  
Arnold L. Clement, Director  
of Planning & Development  
Racine County



Pg. 3 of 3 Pgs.

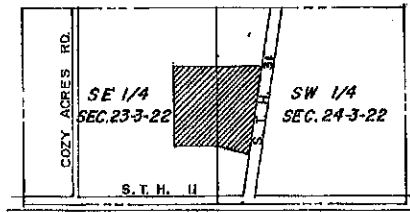
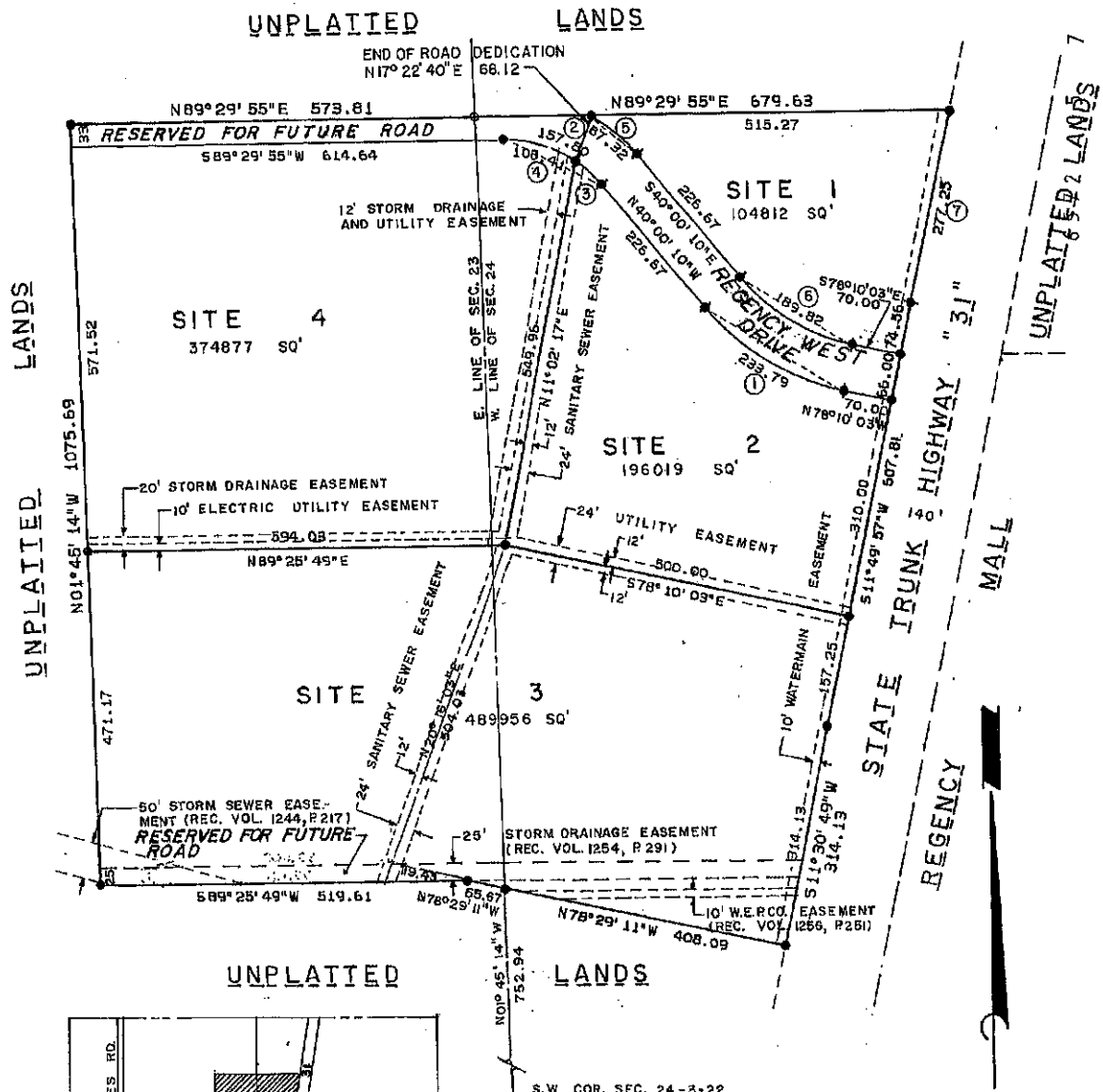
1168310

325

1168310

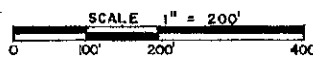
CERTIFIED SURVEY MAP No. 1073

PART OF THE SW 1/4 OF SEC. 24, AND PART OF THE SE 1/4 OF SEC. 23, T. 3 N., R. 22 E., IN THE TOWN OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

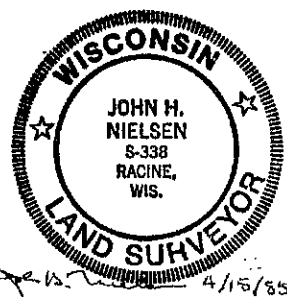


S.W. COR. SEC. 24-3-22  
S.E. COR. SEC. 23-3-22  
BEARINGS BASE IS GRID NORTH, WISCONSIN COORDINATE SYSTEM

● DENOTES 3/4" DIA. IRON ROD SET  
○ DENOTES 3/4" DIA. IRON PIPE FOUND



CURVE DATA					
CURVE	ARC	RADIUS	CHORD		
			LENGTH	BEARING	CEN. ANGLE
1	233.79	350.98	229.49	N59°05'06"W	38°09'54"
2	157.80	179.04	152.74	N65°15'07"W	50°29'55"
3	49.39	179.04	49.24	N47°54'22"W	15°48'24"
4	108.41	179.04	106.76	N73°09'19"W	34°41'31"
5	87.32	245.04	86.86	S50°12'44"E	20°25'07"
6	189.82	284.98	186.33	S59°05'06"E	38°09'54"
7	277.23	16440.22	277.22	S12°18'56"W	00°57'58"



REVISED 4/22/85  
REVISED 5/7/85

May 7, 1985

6572 05 7 1 009

1168310

CERTIFIED SURVEY MAP No. 1073

PART OF THE S.W. 1/4 OF SEC. 24, AND PART OF THE S.E. 1/4 OF  
SEC. 23, T. 3 N., R. 22 E., IN THE TOWN OF MOUNT PLEASANT,  
RACINE COUNTY, WISCONSIN

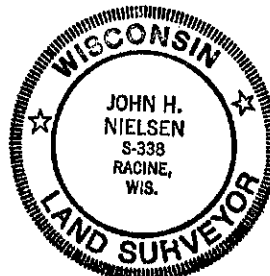
SURVEYOR'S CERTIFICATE

I, John H. Nielsen, hereby certify that I have prepared this Certified Survey Map, the exterior boundaries of which are described as: That part of the Southeast  $\frac{1}{4}$  of Section 23 and of the Southwest  $\frac{1}{4}$  of Section 24, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a point on the East line of said Section 23 located N01°45'14"W 752.94 feet from the Southeast corner of said Section 23; run thence N78°29'11"W 55.67 feet; thence S89°25'49"W 519.61 feet; thence N01°45'14"W 1075.69 feet; thence N89°29'55"E 1253.44 feet to the Westerly line of S.T.H. 31 at a point on a curve of Southwesterly convexity whose radius is 16,440.22 feet and whose chord bears S12°18'56"W 277.22 feet; thence Southwesterly 277.23 feet on the arc of said curve to its point of tangency; thence S11°49'57"W 607.81 feet on the Westerly line of S.T.H. 31; thence S11°30'49"W 314.13 feet on the Westerly line of S.T.H. 31; thence N78°29'11"W 408.09 feet to the point of beginning.

I further certify that I have fully complied with the requirements of Chapter 236.34 of the Wisconsin Statutes and the provisions of the Mt. Pleasant ordinances in making such survey and Certified Survey map.

John H. Nielsen  
John H. Nielsen, R.L.S. #338

April 22, 1985

OWNER'S CERTIFICATE OF DEDICATION

As agent for the Owner, Racine County, a municipal corporation, I certify that I caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. I further certify that this Certified Survey Map is required by Chapter s.236.34 to be submitted to the Town of Mt. Pleasant for approval or objection.

Arnold L. Clement 4/22/85  
Arnold L. Clement

TOWN BOARD RESOLUTION

"Be it resolved that the Certified Survey Map of part of the Southeast  $\frac{1}{4}$  of Section 23 and of the Southwest  $\frac{1}{4}$  of Section 24, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, described in the certificate of John H. Nielsen, Registered Land Surveyor, dated April 22, 1985, is hereby approved subject to the Owner entering into an acceptable agreement with the Town to provide storm water drainage, sanitary sewer and roads and access agreements."

I hereby certify that the foregoing is a copy of a resolution adopted by the Town Board of the Town of Mt. Pleasant.

DATE: May 7, 1985

Signed: Carol J. Jensen  
Carol J. Jensen, Town Clerk

Register's Office  
Racine County, Wis. } 88  
Received for Record 7th day of  
May A.D. 1985 at 10:31  
o'clock AM, and recorded in Volume 3  
of City Survey Map on page 180-181

Heleen M. Schuttler



This Indenture, Made by Racine County, a quasi-municipal corporation,  
a Corporation duly organized and existing under and  
by virtue of the laws of the State of Wisconsin, grantor, of Racine County,  
Wisconsin, hereby conveys and warrants to The State of Wisconsin,  
Department of Transportation, Division of Highways  
grantee, of County, Wisconsin, for the  
sum of Good and Valuable Consideration

See Attached Page 2

Register's Office } ss.  
Racine County, Wis.

891365

Received for Record 27 day of  
October, A.D. 19 72 at 10:35  
o'clock A. M. and recorded in Volume 1109  
of Florida on page 341-342

Stanley F. Bialerki  
Register of Deeds  
3.00

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. 32.03, Wisconsin Statutes, attending the completion of the improvements contemplated by the relocation under of  
ordinance upon which this indenture is based.  
Compensation for additional items of damage listed in sec. 32.15, Wisconsin Statutes, has not been included, if any such items are  
shown to exist, the owner may file claims as provided in sec. 32.16, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by  
its President, and countersigned by its Secretary, of Wisconsin,  
and its corporate seal to be hereunto affixed, this 18th day of October

Signed and Sealed in Presence of  
Carl F. Mohring, Jr.  
Donald E. Zeng  
Ronald E. Zeng

Racine County, Wisconsin  
County Board Chairman, Richard E. LaFave  
County Clerk, James A. Lavin  
Personally came before me, this 18th day of

STATE OF WISCONSIN  
Racine County } ss.  
RECEIVED FOR RECORD  
DAY OF  
A. D. 19 72 AT  
O'CLOCK, A. M. AND RECORDED IN VOL.  
OF 1109 PAGE  
COUNTY

October, A.D. 19 72,  
Richard E. LaFave Chairman  
Deputy County Clerk  
Deputy County Clerk  
above-named Corporation, to me known to be the person who  
executed the foregoing instrument, and to me known to be  
such Chairman Deputy County Clerk  
and acknowledge that they executed the foregoing  
instrument as such officers as the deed of said Corporation,  
by its authority.

James A. Lavin  
James A. Lavin  
County Clerk, Racine County, Wisconsin

THIS INSTRUMENT WAS DRAFTED BY THE STATE OF WISCONSIN  
DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS  
Project E.D. 1322-7-21/1014-3(34) Prepared by  
Parcel No. 57

Vol. 1109 pg. 341

891365

1109-341

Oct. 27, 1971

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

That part of the southeast one-quarter of the southeast one-quarter of Section 23 and the west one-half of the southwest one-quarter of Section 24, Township 3 North, Range 22 East, described as follows:

The south 69 feet of the west 848.11 feet of the east 1323.96 feet of said southeast one-quarter.

Also, commence at the southwest corner of said southwest one-quarter; thence South 89° 02' 04" East 310.54 feet along the south line of said southwest one-quarter; thence North 11° 30' 26" East, along the centerline of S.T.H. 31, 788 feet to a south property line of the owner and the point of beginning of this description; thence North 11° 30' 26" East 202.35 feet along said centerline; thence North 11° 49' 03" East along said centerline 899.7 feet to the owners north property line; thence westerly along said property line to a point which is 70 feet North 78° 10' 55" West of said centerline; thence southwesterly, parallel with and 70 feet northwesterly of said centerline, to the owners south property line; thence easterly along the owners property line to the point of beginning of this description.

This parcel contains 1.79 acres, more or less, 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 December 12, 1971. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

Fee Exempt 77.25 H-2

DOCUMENT NO.

This Indenture, Made by Edmund Ellsworth King and Ruth S. King, his wife  
 grantor E of Racine County, Wisconsin, hereby conveys and warrants  
 to State of Wisconsin, Department of Transportation, Division of Highways  
 grantees of State, Wisconsin  
 for the sum of Eight Hundred Five and 00/100 (\$805.00) Dollars

See attached Page 2 for legal description.

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 Statute, covering 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. 32.13, Wisconsin Statute, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.10, Wisconsin Statute.

IN WITNESS WHEREOF, the said grantor, Edmund Ellsworth King and Ruth S. King set their hands and seal this 6th day of November A.D. 1974

SIGNED AND SEALED IN PRESENCE OF

Scott L. Willman

Scott L. Willman

Edmund Ellsworth King (SEAL)  
Edmund Ellsworth King

Ruth S. King (SEAL)  
Ruth S. King

(SEAL)

(SEAL)

STATE OF WISCONSIN  
Racine County, W

RECEIVED FOR RECORD

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

REGISTER OF DEEDS

COUNTY

This instrument was drafted by the State of Wisconsin,  
 Department of Transportation, Division of Highways.

Project 2590-1-21

The foregoing instrument was acknowledged before me this 6th day of November A.D. 1974

by Edmund Ellsworth King and Ruth S. King

Scott L. Willman  
Scott L. Willman

(SEAL) Notary Public Willwaukee County, Wisconsin  
 My Commission expires Nov. 17 A.D. 1977

Negotiated by Scott L. Willman

VOL 1247 PAGE 3 Parcel No. 2

949235

1247-3

Dec. 5, 1974

-021-000  
 -022-000

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

That part of Section 24, Township 3 North, Range 22 East described in Volume 780 of Racine County Records on Page 310, lying between the following described reference line of S.T.H. 31 and a line 60.00 feet westerly of, as measured normal to, and parallel with said reference line.

Said reference line begins at a point in the south line of the southwest one-quarter of said Section 24 which is 310.54 feet South 89° 02' 04" East of the southwest corner of said southwest one-quarter; thence North 11° 30' 49" East 989.94 feet; thence North 11° 49' 57" East 607.62 feet to a point of curve; thence northeasterly along the arc of a 0° 21' curve to the right, (whose radius is 16,370.22 feet and whose long chord bears North 15° 45' 36" East 2245.52 feet) 2244.27 feet to a point of tangency, said point being South 89° 09' 45" East 938.63 feet, North 11° 49' 57" East 27.50 feet and North 19° 41' 15" East 1123.90 feet of the southwest corner of the northwest one-quarter of said Section 24, as measured along and from the south line of said northwest one-quarter.

This parcel contains 0.04 Acres, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

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

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later, however, no later than December 31, 1976.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on DEC 31 1976. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

Register's Office  
Racine County, Wis.  
Received for Record 5-04 day of  
December A.D. 1976  
O'clock 11 A.M. and recorded in Volume 1247  
of Records on page 3-4

*Stanley F. Bialski*  
Register of Deeds

Wis Dept  
TRANSPORTATION

I.D. 2390-1-21

3.00

Parcel 2

This instrument was drafted by John W. Bates, III, Attorney at Law  
Register's Office  
Racine County, Wis. } ss  
Received for Record 17th day of May, 1985 at 2:09 P.M. and recorded in Volume 1752 of Records on page 604

1169012  
1169012

DECLARATION OF EASEMENTS  
AND COVENANTS

116-00  
Shen M. Schuttlin

WHEREAS DEARATION OF EASEMENTS AND COVENANTS ("Declaration")  
is made as of the 13 day of May, 1985 by the COUNTY OF  
RACINE, a political subdivision of the State of Wisconsin  
("Declarant").

1. RECITALS

(a) Declarant is the fee simple owner of certain parcels of  
real property located in the Town of Mount Pleasant, County of  
Racine, State of Wisconsin, more particularly described on  
Exhibit A attached hereto and shown as "Parcel A" on the Site  
Plan attached as Exhibit D hereto, which parcel Racine has  
contracted to sell to Menard, Inc., a Wisconsin corporation  
("Menard").

(b) Declarant is the owner of a certain parcel of real  
property located in the Town of Mount Pleasant, County of Racine,  
State of Wisconsin, more particularly described on Exhibit B  
attached hereto and shown as "Parcel B" on the Site Plan attached  
as Exhibit D hereto, which parcel Racine has contracted to sell  
to Best Products Co, Inc., a Virginia corporation ("Best").

(c) Declarant is the owner of a certain parcel of real  
property located in the Town of Mount Pleasant, County of Racine,  
State of Wisconsin, more particularly described on Exhibit C

Rec'd  
116-00

7416 05 17

11200 1

1169012

1752-604

May 17, 1985

attached hereto and shown as "Parcel C" on the Site Plan attached as Exhibit D hereto.

(d) Declarant desires and intends to develop Parcel A, Parcel B and Parcel C (collectively, the "Development") into a first-class cohesive development and to establish certain reciprocal easements, conditions and restrictions under a general plan of maintenance improvement for the benefit of the entire development.

2. DEFINITIONS. Except where the context otherwise requires, the following definitions shall govern the construction of this Declaration:

(a) "Best" shall mean Best Products Co., Inc., a Virginia corporation, its successors and assigns.

(b) "Buildable Areas" shall mean all those portions of the Development upon which the Owners elect to construct buildings, sidewalks, walkways adjacent to buildings and loading docks pursuant to this Declaration and the building setback line of Parcel C as shown on the Site Plan.

(c) "Common Areas" shall mean the portion of the Development intended for the non-exclusive use by Owners in common with other users, including, but not limited to, parking areas,

driveways, sidewalks, outdoor lighting facilities, landscaped areas, service areas and access roads as shown on the Site Plan.

(d) "Common Area Improvements" shall mean all improvements to be made to the Common Areas including, but not limited to, the following: (i) storm water drainage systems and surface and subsurface drainage systems necessary to serve the Development; (ii) parking areas, sidewalks, and walkways; (iii) walkways, driveways and roadways providing access from public roads to, across, and around the parking areas; (iv) free-standing outdoor lighting fixtures, traffic and directional signs and markings, and the striping of parking areas; (v) underground sewer, gas, electrical, water, telephone and other utility mains, lines, and facilities; (vi) landscaping and retaining walls; (vii) pump stations; and (viii) any other improvements to be made to the Common Areas.

(e) "Declaration" shall mean this Declaration of Easements and Covenants.

(f) "Declarant" shall mean the County of Racine, a political subdivision of the State of Wisconsin, its successors and assigns.

(g) "Defaulting Owner" shall mean any Owner who is in default of any of its obligations under this Declaration.

(h) "Development" shall mean Parcel A, Parcel B and Parcel C as shown on the Site Plan.

(i) "First Mortgage" shall mean any mortgage, deed of trust or other security instruments which creates a first lien against a Parcel or any improvements constructed thereon.

(j) "First Mortgagee" shall mean the beneficiary or secured party under a First Mortgage.

(k) "gross buildable area" shall mean the entire floor area of every floor in a building, including (i) mezzanines, if any, measured on the basis of the outside dimensions of the building, (ii) screened outdoor sales areas, and (iii) in the event there is any drive-through or drive-in business conducted in the Development, such as a drive-through restaurant or bank, the square footage of the driveways used in connection therewith (and either covered by a canopy or, if no canopy, then 200 square feet for each point of access, such as a pick-up window). Loading docks shall not be considered a part of gross leaseable area.

(l) "Impositions" shall mean all real estate taxes and assessments levied or imposed against the Development or any part thereof and any administrative charge, fee, or levy imposed in lieu of or to supplement or replace any revenue losses arising out of the reduction of real estate taxes.



(m) "Menard" shall mean Menard, Inc., a Wisconsin corporation, its successors and assigns.

(n) "Non-Defaulting Owner" shall mean any Owner who is not in default in any of its obligations under this Declaration.

(o) "Owner" or "Owners" shall mean the respective owners in fee simple of the Parcels as each is shown by the records of the Office of the Register of Deeds, Racine County, Wisconsin, from time to time. Notwithstanding the foregoing, the term "Owner" shall not include a Person who (i) holds title to a Parcel merely as security for the performance of an obligation, such as a mortgage or trustee under a deed of trust; however, with respect to any Parcel subject to a First Mortgage, the Owner of such Parcel shall be deemed to be the First Mortgagee if such First Mortgagee has filed a notice in the records of the Office of The Register of Deeds, Racine County, Wisconsin, stating the intent of the First Mortgagee to become a "mortgagee-in-possession", but no First Mortgagee shall be responsible for any obligations arising under the terms of this Declaration except for such obligations which arise during the term of such First Mortgagee's possession; (ii) immediately after the conveyance of the Parcel, leases the same portion of the Parcel back to the previous Owner or an affiliate or subsidiary in a sale-leaseback transaction, in which event the lessee may be deemed the "Owner" of the Parcel so conveyed for so long as the lease remains in effect if the provisions of the lease shall so provide; or (iii) merely has an

equitable interest in the Development or any portion thereof under a contract of purchase. If title to any portion of Parcel A, Parcel B or Parcel C is owned jointly by two or more Persons or entities (the "Jointly Owned Interest"), each of such Persons or entities shall be jointly and severally liable hereunder as "Owners" with respect to the Jointly Owned Interest. The Persons or entities owning at least seventy percent (70%) in interest of the Jointly Owned Interest shall designate in writing one of their number as agent (the "Agent") to act on behalf of all such parties and such designation shall be recorded in the Office of the Register of Deeds in Racine County, Wisconsin, and a copy thereof shall be served upon every other Owner of the Development by registered or certified mail, return receipt requested. Any interest owned by any Person who is a minor or is otherwise suffering from any legal disability shall be disregarded in the making of such designation unless there is at such time a duly appointed guardian or other legal representative fully empowered to act on behalf of such Person. The exercise of any powers and rights of a Person or entity holding an interest in the Jointly Owned Interest by the Agent shall be binding upon such Person or entity, and other Owners shall be entitled to deal with and rely upon the acts or omissions of the Agent, unless and until the designation of the Agent is revoked by or a new Agent is designated in his place, each of which shall only be effected by written instrument recorded and served upon the other owners in the Development as hereinabove provided. Service upon the Agent of any process, writ, summons, order or other mandate of any

nature, including demand for arbitration, shall constitute due and proper service of any such matter upon his principal. Until such instrument is recorded and served upon the other Owners, the designation of the Agent shall remain irrevocable and shall not terminate upon disability of the principal.

(p) "Parcel A" is the area within the Development designated as "Parcel A" on the Site Plan and more particularly described on Exhibit A attached hereto.

(q) "Parcel B" is the area within the Development designated as "Parcel B" on the Site Plan and more particularly described on Exhibit B attached hereto.

(r) "Parcel C" is the area within the Development designated as "Parcel C" on the Site Plan and more particularly described on Exhibit C attached hereto.

(s) "Parcels" shall mean, initially, Parcel A, Parcel B and Parcel C, and thereafter shall include any additional parcel(s) resulting from a subdivision of Parcel A, Parcel B or Parcel C pursuant to applicable laws. The term "Parcel" refers to either Parcel A, Parcel B or Parcel C or to any additional Parcel(s) resulting from a subdivision described above, as the context may require.

(t) "Person" or "Persons" shall mean and include individuals, partnership, firms, associations, joint ventures, business trust, corporations, or any other form of business entity.

(u) "Prime" shall mean the rate of interest announced by the Bank of Virginia as its prime rate in effect on the first day of each month.

(v) "Site Plan" shall mean the site plan attached hereto as Exhibit D which depicts Parcel A, Parcel B and Parcel C, which form the Development.

3. GENERAL DECLARATION. Declarant hereby declares that all of the Development is and shall be conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to this Declaration and all of the easements, covenants, conditions and restrictions set forth herein. All of such easements, covenants, conditions and restrictions are declared and agreed to be in furtherance of a general plan for the subdivision, improvement, occupancy, and leasing of the Development and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development and every part thereof. All of this Declaration and all of such easements, covenants, conditions and restrictions shall run with all of the land comprising the Development for all purposes and shall be binding upon and inure to the benefit of all Owners and their respective

lessees, licensees, invitees, occupants and successors in interest.

#### 4. EASEMENTS

##### 4.1. Ingress and Egress.

(a) For the benefit of the Owner of Parcel B and its tenants, subtenants, employees, concessionaires, licensees, customers and invitees, and its successors and assigns, Declarant hereby establishes, as an appurtenance to Parcel B, a non-exclusive easement for pedestrian and vehicular ingress to and egress from Parcel B across the Common Areas on Parcel A to and from the roadway designated as "South Road" on the Site Plan. Nothing contained in this Declaration shall be deemed to prevent the installation and maintenance within the Common Areas on Parcel A of the Common Area Improvements.

(b) For the benefit of the Owner of Parcel A and its tenants, subtenants, employees, concessionaires, licensees, customers and invitees, and its successors and assigns, Declarant hereby establishes, as an appurtenance to Parcel A, a non-exclusive easement for pedestrian and vehicular ingress to and egress from Parcel A across the Common Areas on Parcel B to and from the roadway designated as "North Road" on the Site Plan. Nothing contained in this Declaration shall be deemed to prevent

the installation and maintenance within the Common Areas on Parcel B of the Common Area Improvements.

(c) For the benefit of all present and future Owners, then tenants, subtenants, employees, concessionaires, licensees, customers, and invitees, and their successors and assigns, Declarant hereby establishes as an appurtenance to each of Parcel A, Parcel B and Parcel C, a non-exclusive easement for pedestrian and vehicular ingress to and egress from State Highway 31 over and across that portion of the Development designated as the "North Road" on the Site Plan and more particularly described on Exhibit E attached hereto. Declarant agrees that it shall make such improvements as may be required by the Town of Mount Pleasant and the State of Wisconsin for acceptance of such easement area into the Wisconsin road system as a public street, provided that such roadway shall be designed and constructed so as to accommodate tractor-trailers and further provided that Best and Menard reserve the right to approve the plans for such roadway, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, if the construction of the North Road is not completed by July 1, 1985, Best may thereafter enter onto such easement and complete construction of the North Road. Best's costs of completing the North Road shall be paid as provided in paragraph 4(b)(ii) of the Purchase Agreement dated January 24, 1985, between Declarant as seller and Best as purchaser. Upon completion of the North Road, such easement area shall be dedicated to public use and travel, and

all parties to this Declaration shall execute such documents of conveyance or release as may be necessary to effect such dedication. Until such time as the easement area is accepted for maintenance as a public street, the easement area and all improvements thereto shall be maintained in good condition and repair by Declarant at its sole cost and expense. Upon acceptance of such easement area for maintenance as a public street by appropriate governmental authority, all obligations of maintenance of such easement area by Declarant shall cease.

#### 4.2 Parking and Incidental Use.

(a) For the benefit of the Owner of Parcel B and its tenants, subtenants, employees, concessionaires, licensees, customers and invitees, and its successors and assigns, Declarant hereby establishes, as an appurtenance to Parcel B, a non-exclusive easement and right for vehicular use of all driveways, roadways, parking areas and all other portions of the Common Areas or Common Area Improvements on Parcel A generally used by such vehicles and pedestrian use of sidewalks, walkways, parking areas and all other portions of the Common Areas or Common Area Improvements on Parcel A generally used by pedestrians.

(b) For the benefit of the Owner of Parcel A and its tenants, subtenants, employees, concessionaires, licensees, customers and invitees, and its successors and assigns, Declarant

hereby grants, as an appurtenance to Parcel A, a non-exclusive easement and right for vehicular use of all driveways, roadways, parking areas and all other portions of the Common Areas or Common Area Improvements on Parcel B generally used by vehicles, and pedestrian use of sidewalks, walkways, parking areas and all other portions of the Common Areas or Common Area Improvements on Parcel B generally used by pedestrians.

4.3. Drainage Easement. For the benefit of the Owner of Parcel B, Declarant hereby establishes, as an appurtenance to Parcel B, an easement and right of way across and under the portion of Parcel A depicted as "Storm Water Easement Area" on the Site Plan and more particularly described on Exhibit F attached hereto for the purpose of installing and operating a storm water drainage line, including, but not limited to, the right to install, maintain, use, repair and replace underground pipes, ducts, and conduits for the purpose of transmitting drainage from Parcel B to the stormwater detention pond lying west of and adjacent to Parcel A. The Owner of Parcel B shall promptly and at its own expense repair any damage to the Common Area or Common Area Improvements on Parcel A caused in connection with the use of this easement.

For the benefit of the Owner of Parcel B, Declarant hereby establishes an easement or easements and right-of-way or rights-of-way under the portions of Parcel A and Parcel B depicted as "Storm Water Easement Area" on the Site Plan for the purpose of installing and operating a storm water drainage line,



including, but not limited to, the right to install and maintain, use, repair and replace underground pipes, ducts, and conduits for the purpose of transmitting drainage from Parcel C and the North Road to the storm water detention pond lying west of and adjacent to Parcel A.

In addition to the easement shown on the Site Plan, an additional easement may be determined to be necessary and cost beneficial for the purpose of constructing a storm drain to convey water from the westerly portion of the North Road to a catch basin located in the parking lot in the Northwest portion of Parcel B.

The Declarant, in consideration of the Owner of Parcel B granting an easement and constructing the storm water drain, will allow Owner of Parcel B to convey such storm water into the storm water pipe constructed in the County's remaining 8.8 acre parcel.

5. RESTRICTIONS ON USE. Except as hereinafter provided, the Development and every portion thereof may be used and shall be used only for any use which does not violate applicable zoning, building, health, safety and other applicable laws, ordinances, statutes, rules and regulations of applicable governmental authorities, and no portion thereof shall be used for a movie theater, carnival or other temporary entertainment facility, massage parlor, "adult" book store or similar business catering to pornographic interests, amusement center (including, without limitation, pinball, electronic or other game parlors), penny arcade, funeral parlor, bowling alley, cafeteria containing over

4,000 square feet, a business of the type generally referred to as a "flea market", or an employee training facility.

6. BUILDINGS

6.1. Buildable Areas. Except for the construction of Common Area Improvements and as otherwise hereinafter provided, no building, wall, structure, or other improvement shall be erected, placed or permitted to remain on Parcel C unless such building, wall, structure, or other improvement is erected entirely within the portions of the Parcel C designated as Buildable Areas on the Site Plan. No Owner shall construct any building, wall, structure, or other improvement on Parcel A nearer to State Highway 31 than the front building line of the improvements on Parcel B depicted on the Site Plan. Further, no multiple deck, subterranean or elevated parking facilities shall be erected or placed on any portion of the Development, including in Buildable Areas or the Common Areas. Notwithstanding anything contained herein to the contrary, the Owner of Parcel A shall not construct any building, wall, structure or other improvement on Parcel A other than, as depicted on the Site Plan, without the prior written consent of the Owner of Parcel B, which approval shall not be unreasonably withheld or delayed. Whenever any Buildable Areas is improved with Common Area Improvements, the area so improved shall become Common Areas for the purposes of this Declaration; except that the Owner of such area may at any time cause all or any portion of such converted Buildable Areas to be

withdrawn from Common Areas and improved for the exclusive use of any Person, subject to the terms, covenants and restrictions of this Declaration. Any construction done in the Development shall be performed and completed in a good and workmanlike manner, using first class materials. No building, structure or other improvement shall be erected, placed or permitted to remain Parcel C if such building, structure or other improvement exceeds a height of eighteen (18) feet, exclusive of HVAC and other mechanical equipment, antenna, and screening.

6.2. Screening and Access During Construction. If either party hereto has opened its business to the public on the Development, then in order to preserve the operational efficiency of the Development and to prevent loss of sales (i) ~~there shall be no mud, dirt, construction materials or debris allowed to accumulate or remain outside of the plywood or equivalent wall described above or construction allowed to proceed in a manner which interferes with the visibility, access or operation of the Development as reasonably determined by the benefitted party,~~ (ii) ~~no construction of exterior improvements in the Development shall occur during the months of November and December of any calendar year after a store in the Development has opened its business to the public, except as permitted in writing by the Owner of the Parcel which has opened for business, in its reasonable discretion,~~ (iii) no construction shall be performed in such a manner as to impede the normal operation and traffic flow within the Development; and (iv) any Owner damaging any

Initials  
OK.

Driveways, roadways, parking areas or other portion of the Common Area during the construction of improvements on the Development shall promptly repair same. It is understood and agreed that the foregoing may be enforced by way of specific performance or injunction.

6.3. Screening after Construction. The Owners of the developed improvements in the Development shall screen refuse areas and will screen all outside storage areas as otherwise required by applicable laws, ordinances and regulations.

6.4. Permitted Encroachments. Canopies (except those shown on the Site Plan, which are permitted), marquees, fire hose connections, down spouts, hose bibs, pipes, yard and flood lights, subsurface building foundations, signs and shadow boxes attached to or forming an integral part of any building, may encroach upon the Common Areas provided such encroachment does not exceed a distance of thirty-eight inches (38") over, on or under the Common Areas.

6.5. Construction Liens. Except for the initial construction of the Common Area Improvements and the subsequent repair and replacement thereof, each Owner shall be liable for the cost of any improvements constructed on its Parcel, and any repairs, changes, renovations, alterations, and additions thereto, and each Owner shall indemnify and hold the other Owners harmless

against any construction liens or other claims filed against the other Owner's Parcel or the Common Areas with respect thereto,

6.6. Utilization of Common Areas during Repairs. Subject to the prohibitions contained in Section 6.2 above, during subsequent repair, renovation, or expansion of improvements on the Buildable Areas, Common Areas immediately adjacent to the Buildable Areas may be generally utilized as a part of the construction site to the extent reasonably necessary for repair, renovation or expansion. Promptly on completion thereof, all building materials, equipment and machinery shall be removed and the Common Areas so utilized shall be restored and thereafter maintained as required by this Declaration.

7. MAINTENANCE OF IMPROVEMENTS.

7.1. Maintenance of Buildings. Each Owner in the Development shall: (i) maintain or cause to be maintained the exterior of its buildings in a state of good repair (ordinary wear and tear, damage or destruction due to casualty, or a taking or sale in lieu of or pursuant to a power of eminent domain excepted), in a clean condition, and maintain all areas (other than Common Areas) adjacent to such buildings (such as loading docks and loading dock wells) free of trash and debris; and (ii) arrange for the collection of all garbage and rubbish from its respective buildings. The area to be so maintained shall include, but is not

limited to, all outdoor sales or storage areas, which shall, in addition, be adequately screened.

7.2. Maintenance and Replacement of Common Areas and Common Area Improvements. Each Owner in the Development shall equip, police, light, repair and maintain the portion of the Common Area located on the Parcel it owns, and all Common Area Improvements located thereon, in a good, clean and first class condition and repair, including, without limitation, the following:

(a) Maintenance, repair and replacement of all paved surfaces, in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal to such original material in quality, use, appearance and durability, including the painting and striping of all parking areas.

(b) Maintenance, repair and replacement of all curbs, curb-cuts, gutters, walkways and retaining walls;

(c) Maintenance, repair and replacement of all directional signs, markers, artificial lighting facilities, including the replacement of fixtures and bulbs and Common Areas electricity costs;

(d) Performance of all gardening, landscaping, replanting and replacing of flowers, plantings and shrubbery;

(e) Maintenance of all undeveloped areas in the Development, including the seeding and mowing of Parcel C, which shall remain level and undisturbed until the commencement of construction of Buildings or Common Area Improvements thereon.

(f) Maintenance of public liability, property damage, sign (excluding all individual fascia signs) and fire insurance with appropriate extended coverage and vandalism endorsement;

(g) Maintenance of all landscaped areas and replacement of shrubbery and planting, and flowers;

(h) The policing and regulating of vehicular and pedestrian traffic;

(i) Removal of all paper, debris, filth and refuse, including thorough sweeping in the Common Areas necessary to keep the Common Areas in a reasonably clean and orderly condition but not including the cost to remove those items from buildings in the Buildable Areas or from trash dumpsters for tenants in such buildings;

Initials

Oneal  
OK.

(j) Removal of snow and ice from all driveways and sidewalks in a reasonable manner;

(k) Furnishing all necessary machinery, equipment and supplies used in the operation and maintenance of the Common Areas and the Common Area Improvements; and

(1) Compliance with all laws, ordinances, orders, rules, regulations and requirements applicable to the Common Areas.

7.3. Self-Help. In addition to the remedies set forth in Section 13, if an Owner shall fail to repair or maintain its portion of the Common Areas and Common Area Improvements on the Development in accordance with the standards set forth in Section 7.2, the Owner of ~~Parcel B~~ <sup>any other Parcel</sup> may, after fifteen (15) days written notice, and provided such Owner has not taken reasonable steps to correct same, at its option, make necessary repairs, undertake necessary maintenance and supplement the service of such Owner by employing such additional services as in the reasonable discretion of the Owner of ~~Parcel B~~ <sup>any other Parcel</sup> are necessary to adequately operate, repair or maintain the Common Areas and Common Area Improvements and charge the Defaulting Owner the costs and expenses thereof. If such costs and expenses are not promptly paid by the Defaulting Owner, the Owner of ~~Parcel B~~ <sup>any other Parcel</sup> may collect such sums as set forth in Section 13.2.

Initials  
A. [Signature]  
S. [Signature]  
OK. [Signature]

REAL ESTATE TAXES AND SPECIAL ASSESSMENTS

8.1. Separate Assessment Taxes. Parcel A, Parcel B and Parcel C shall be separately assessed by all local taxing authorities for real estate tax purposes.

8.2. Payment of Taxes. Prior to delinquency, each Owner shall pay all Impositions levied or assessed against its Parcel and the



improvements thereon. If an Owner fails to make a payment of an Imposition, and such failure could result in a lien on any land or improvement in the Development, or adversely affect any right of an Owner under this Declaration, the Non-Defaulting Owner or any First Mortgagee may make such payment on account of the Defaulting Owner and recover the amount so paid from such Defaulting Owner together with interest thereon from the date incurred at the rate of Prime plus 1% per annum.

9. MODIFICATIONS TO SITE PLAN; PARKING RATIO

Any improvements constructed on Parcel C shall be a quality building compatible with the rest of the first class cohesive Development. No alterations shall be made to the traffic lanes located in front of the improvements to be located on Parcel A and Parcel B as indicated on the Site Plan, without the prior written consent of the Owners of Parcel A and Parcel B. There shall be maintained, at all times, with respect to Parcel C, a ratio of not less than five and one-half (5.5) paved, striped parking spaces for each 1,000 square feet of gross building area on Parcel C, or the number of parking spaces required by applicable government ordinances (without variance unless approved by the Owner of Parcel B). The number of paved, striped parking spaces on Parcel A and Parcel B shall not be reduced below the number depicted on the Site Plan without the prior written consent of the Owners of Parcel A and Parcel B. If the type of business operated on Parcel A shall change to a purpose

other than the retail and wholesale sale of hardware and building materials and related products, then the number of parking spaces on Parcel A shall be increased to create a ratio of 5.5 parking spaces for each 1,000 square feet of gross building area on Parcel A.

#### 10. INSURANCE

10.1. Liability Insurance. At its own expense, each Owner shall maintain or cause to be maintained in full force and effect a broad form policy or policies of comprehensive public liability insurance against claims and liability on account of bodily injury, death, and property damage incurred upon or about the building or improvements (other than Common Area Improvements) owned or occupied by each Owner. Such insurance shall have limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury or death in any one accident or occurrence, and One Million Dollars (\$1,000,000.00) in respect of destruction of, or damage to, property. The liability insurance with respect to the Common Areas shall name all Owners as insureds and have the same minimum limits of coverage, and such limits shall be periodically reviewed to assess adequacy of coverage.

It is understood that at the signing of this Agreement, Racine County, the Owner of Parcel C, is self-insured for public liability and as such, does not have an insurance policy. It is agreed that any subsequent Owner of Parcel C shall adhere to the requirements of this paragraph.

10.2. Hazard Insurance. Each Owner shall maintain in effect a policy or policies insuring it against loss, damage, and destruction of all buildings and improvements (other than Common Area Improvements) on its Parcel by fire and all hazards covered by the standard form of extended coverage, vandalism and malicious mischief endorsements. Such insurance shall be in the amount of at least ninety percent (90%) of the replacement cost of such buildings and improvements, but, in any event, in at least the minimum amount necessary to avoid the effect of any co-insurance provision of such policies. The policy covering Common Area Improvements shall meet the same criteria except that coverage shall equal 100% of replacement cost and shall name all Owners as insureds thereunder with respect to proceeds relating to Common Area Improvements.

It is understood that at the signing of this Agreement, Racine County, the Owner of Parcel C, is self-insured for public liability, and as such does not have an insurance policy. It is agreed that any subsequent Owner of Parcel C shall adhere to the requirements of this Section.

10.3 Policy Requirements.

(a) All insurance required under this Declaration shall:  
(1) be carried in companies licensed in the State of Wisconsin and having a general rating of A or better and a financial rating of XV or better by Alfred M. Best's Key Rating Guide or shall be equivalently rated by any successor insurance company rating

service; (ii) be primary insurance which will not call upon for defense, contribution or payment, any other insurance effected or procured by any of the parties hereto; (iii) be nonassessable and contain language, to the extent obtainable, to the effect that the loss shall be payable notwithstanding any act or negligence of the insured that might otherwise result in forfeiture of the insurance; (iv) provide that the insurer waives the right of subrogation against any of the parties hereto, their agents and representative; and (v) contain an agreement by the insurer, to the extent obtainable, that such policy shall not be cancelled without at least thirty (30) days' prior written notice to all Owners.

(b) Owners shall cooperate in connection with the collection of any insurance monies that may be due in the event of loss to any parties hereto for damage to their respective buildings or the Common Area Improvements.

(c) Owners may bring their obligations to insure under this paragraph within the coverage of any so-called blanket policy or policies of insurance which they may now or hereafter carry, with such deductible amounts or amount of self-insurance as the Owners may reasonably choose.

(d) Upon request, each party hereto will provide the other with certificates of insurance and proof of payment of premium evidencing compliance with the foregoing provisions.

10.4. Indemnification. Each Owner shall indemnify, defend and save each other Owner harmless from any and all liability, damage, expense, cause of action, suit, claim, or judgment arising from injury or death to person or damage to property that occurs on the indemnifying Owner's Parcel and is occasioned wholly or in part by any act or omission by such Owner, its tenants, subtenants, employees, concessionaires, licensees, customers, or invitees.

Each owner hereby releases the other Owners and their respective agents and employees from any and all liability to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage casualties, or from any casualty insured or required hereunder to be insured by the releasing party even if such fire or other casualty results from the negligence of such party, or anyone for whom such party may be responsible.

#### 11. DAMAGE OR DESTRUCTION OF IMPROVEMENTS

11.1. Improvements on Building Areas. If any improvements on the Buildable Area shall be damaged or destroyed by fire or other hazard, then the Owner of such improvements shall within a reasonable period of time following such casualty either (a) rebuild and restore the improvements on such Owner's Buildable Area as nearly as may be reasonably practicable to the condition existing prior to such damage or destruction, or (b) demolish and

raze the damaged improvements, fill in all excavations, plant grass, and perform such other work as may be necessary to leave the area on which such damaged improvements were located in a clean, sightly, and safe condition. Unless the Owner of such damaged improvements elects to rebuild or restore such improvements, said Owner shall thereafter maintain the area on which such damaged improvements were located in a clean, sightly, and safe condition.

11.2. Common Area Improvements. If any of the Common Area Improvements shall be damaged or destroyed by fire or other hazard, whether or not such is required to be insured against under this Declaration, and if the Owner of the portion of the Development upon which such Common Area Improvements are located elects to continue operating a business on its Parcel, then such Owner shall promptly restore, repair, or rebuild such damaged or destroyed Common Area improvements to a condition substantially comparable to their condition immediately prior to such damage or destruction and shall be entitled to use the proceeds of its hazard insurance policy with respect thereto for such purposes; provided, however, that if the casualty is uninsured and not required to be insured hereunder, the Owner of such Parcel bear the cost of restoration and repair of the Common Area Improvements.

12. CONDEMNATION. In the event any part of a Parcel shall be taken by right of eminent domain or any similar authority of law

or a deed given in lieu of eminent domain proceedings, the entire award or purchase price for the value of the Parcel so taken shall belong to the Owner of such Parcel. No Owner may claim any portion of an award with respect to any Parcel other than such Owner's Parcel by virtue of the interests, rights and easements created by this Declaration. If the extent of such taking as to any Parcel shall be such that the remaining portion of that Parcel shall be in such Owner's sole discretion economically suitable for the conduct thereon by its Owner or its tenant or tenants of their respective businesses, then and in such event such Owner shall restore the remaining portion of any buildings so taken as nearly as possible to the condition existing immediately prior to such condemnation, and shall restore any remaining portion of the Common Area Improvements, without contribution from the party owning the Parcel not so taken. However, if the extent of such taking is such that the remaining portion of the Parcel is not in such Owner's sole discretion economically suitable for the conduct thereon of the businesses of its Owner, or its tenant or tenants, then such Owner may, upon written notice to the other Owner, elect not to restore the remaining portion of the buildings so taken as aforesaid, and in such event such Owner shall promptly complete the razing of any buildings so taken in part, fill in any excavations and perform such other work as may be necessary to put such portion of the Development in a clean, sightly and safe condition.

13. ENFORCEMENT OF DECLARATION

13.1. Prosecution of Proceedings. Enforcement may be by legal proceeding against any Person or Persons violating or attempting to violate any declaration, restriction, covenant, condition or agreement herein contained either to restrain or enjoin such violation and/or recover damages; provided, however, that no such covenants or any such similar rights or privileges may be enforced by legal action or otherwise by any Persons whatsoever (such as lessees or occupants of the buildings and structures which may now or hereafter be constructed upon Parcel A, Parcel B and Parcel C), except Owners, and their successors and assigns, and First Mortgagees, who shall be the only Persons entitled to bring an action under and to enforce the rights and remedies of this Declaration.

13.2. Right to Cure - Lien Rights.

(a) If any Owner shall at any time default in the performance of, or fail to comply with, any of the terms and provisions of this Declaration, then and in such event, the Non-Defaulting Owner or any First Mortgagee shall have the right to enter upon such portion or portions of the Development owned by the Defaulting Owner, pay such obligation, perform such work or furnish such services on behalf, at the cost, and for the account, of the Defaulting Owner, and shall be entitled to reimbursement from the Defaulting Owner of all costs and expenses thus incurred together with interest thereon as otherwise provided herein.



(b) Prior to the payment of any obligation, performance or any work or furnishing of any services upon or in connection with any portion or portions of the Development of any Defaulting Owner, a notice must be sent to such Defaulting Owner specifying the nature of the default and notifying of the intention to pay such obligation or perform such work or furnish such services. If the default is not cured within fifteen (15) days after such notice, then the Non-Defaulting Owner may pay such obligation, perform such work or furnish such services on behalf of the Defaulting Owner and shall send a statement or statements of the cost thereof of such Defaulting Owner of the portion or portions of the Development concerned and the amount thereof shall immediately be due and payable. Such fifteen (15) day period shall be extended if the Defaulting Owner has commenced, within fifteen (15) days, reasonable efforts to cure such default, and, in that event, such fifteen (15) days shall be extended so long as such efforts are diligently pursued. If the obligation, work or service must be performed at regular intervals, the parties performing the same may send statements at such appropriate intervals as it or they may desire. Any such statements shall bear interest until paid at the lesser of (i) the rate of Prime plus 1% per annum or (ii) the highest rate of interest that can be charged without being usurious. If the amount thus stated is not paid within sixty (60) days after the rendering thereof, the Non-Defaulting Owner may, for the purpose of securing such claim, impose a lien upon all or any portion of the Development owned by the Defaulting Owner. Such lien may be imposed by serving

written notice upon such Defaulting Owner, which notice shall contain a representation of compliance with the provisions of this paragraph, an explanation of the nature of the particular obligation, the work or service involved, and the cost thereof, together with a description of any or all portions of the Development owned by such Defaulting Owner, and by duly recording a copy of such notice in the Office of the Register of Deeds, Racine County, Wisconsin. No such lien shall exist until such notice is duly served and recorded as provided herein. Such lien shall continue until fully discharged, and may be foreclosed in accordance with the laws pertaining to non-judicial foreclosure of mortgage pursuant to the applicable provisions of the laws of the State of Wisconsin. Such lien shall secure not only the amount stated in the aforesaid notice, but also the reasonable costs and expenses of enforcing the same, including reasonable attorneys' fees and interest at the lesser rate of (i) Prime plus 1% per annum, or (ii) the highest rate of interest that can be charged without being usurious.

13.3. No Termination. No breach of this Declaration or default by any of the parties hereto shall entitle any of the other parties hereto to terminate or cancel this Declaration.

14. STATUS OF DECLARATION. Except as specifically provided in paragraphs 13.2 and 24, this Declaration and the rights granted and created hereby including, but not limited to, the easements created hereunder, shall be superior to all leases, conveyances,

transfers, assignments, contracts, mortgages, deeds of trust, and other encumbrances and documents in any way affecting any part of the Development. Any Person or entity foreclosing any such mortgage, deed of trust, lien, or encumbrance and any Persons or entities acquiring title to, or interest in, any part of the Development as a result thereof, shall acquire and hold title thereto expressly subject to the provisions of this Declaration. Any transferee of any interest in any part of the Development shall automatically be deemed, by acceptance of such interest, to have agreed to be bound by all of the provisions of this Declaration, and to have agreed to perform and do any and all things required to be done and performed hereunder by the owner of the interest so transferred.

15. PARAGRAPH HEADINGS. The paragraph headings used herein are for reference and convenience only and shall not enter into the interpretations hereof. Wherever the singular is used herein the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa as the context shall require.

16. PARTIAL INVALIDITY. If any term, covenant, or condition of this Declaration or the application thereof to any Person or circumstance shall be invalid or unenforceable, the remainder of this Declaration or the application of such term, covenant, 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, covenant, and condition shall be valid and enforceable to the fullest extent permitted by law.

17. GOVERNING LAW. It is the intention of the parties hereto that all questions with respect to the construction of this Declaration and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Wisconsin.

18. NOTICE. Any notice or demand or statement of interest which either party hereto may desire to serve upon the other in furtherance of any provision of this Declaration shall be sufficiently served if the same be enclosed in an envelope, which envelope shall be deposited in the United States Post Office, postage prepaid and certified or registered and addressed,

(i) if to the Owner of Parcel A to:

Menard, Inc.  
4777 Menard Drive  
Eau Claire, Wisconsin 54703

(ii) if to the Owner of Parcel B to:

Best Products Co., Inc.  
P. O. Box 26303  
Richmond, Virginia 23260  
Attention: Vice President of Real Estate

With a copy to:

McGuire, Woods & Battle  
1400 Ross Building  
Richmond, Virginia 23219  
Attention: John W. Bates, III, Esquire

(iii) if to the Declarant

or to the Owner of Parcel C to:

County of Racine, Wisconsin  
Len Ziolkowski, County Executive  
730 Wisconsin Avenue  
Racine, Wisconsin 53403

or to such other address or to the attention of such other parties as any Owner may designate by written notice to all parties hereto.

19. NO PARTNERSHIP. None of the Owners of Parcels in the Development, in any way or for any purpose, shall as a result of this Declaration be deemed to become a partner of the other in the conduct of their respective businesses, or otherwise, or joint venturer or a member of a joint enterprise with the other.

20. WAIVERS. No delay or omission by any Owner in exercising any right or power accruing upon any default, non-compliance or failure of performance of any of the provisions of this Declaration by any of the Owners shall be construed to be a waiver thereof. A waiver by any of the Owners of any of the obligations of the other Owners shall not be construed to be a waiver of any subsequent breach of such obligation or a waiver of any breach of any other terms, covenants or conditions of this Declaration.

21. NO PUBLIC DEDICATION. Nothing contained in this Declaration will be deemed to be a gift or dedication of any portion of the Development to the general public or for the general public or for any public purpose whatsoever; it being the intention of the Owners that this Declaration will be strictly limited to and for the purposes expressed herein.

22. ESTOPPEL CERTIFICATES. Within thirty (30) days after written request thereof, any Owner shall execute and deliver at no charge to the requesting party an estoppel certificate certifying that as of the date thereof, the requesting Owner is in full compliance with the terms of this Declaration, that all sums payable hereunder by such requesting Owner have been paid and that the improvements within the Development or on the requesting Owner's Parcel comply with the terms hereof or, if any non-compliance exists or any sums have not been paid, specifying the nature of such non-compliance and the sums which are due and payable.

23. MORTGAGE PROTECTION. Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to any First Mortgage and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of the lien of any First Mortgage; however, in all respects, the covenants, conditions and restrictions created by this Declaration are superior to the lien of any and all other mortgages, shall be binding and effective upon and against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise of any mortgage from and after the time of acquisition of title by such Owner.

24. AMENDMENTS. This Declaration may be modified, amended or terminated only by the Owners and all First Mortgagees, but no other Persons, such as subordinate mortgagees, leasees or occupants of the Parcels, shall have any rights whatsoever to join in, prevent or otherwise affect or limit any such modification, amendment or termination. No modification, amendment or termination of this Declaration shall be deemed valid, binding or enforceable unless the same is acknowledged by and on behalf of all of the Owners and any First Mortgagees, and duly filed for record in the Office of The Register of Deeds, Racine County, Wisconsin.

25. SUBDIVISION. Any Owner may subdivide its Parcel into two or more Parcels ("New Parcels") subject to the following provisions:

(a) any subdivision of a Parcel shall be accomplished as required by the subdivision laws of the State of Wisconsin and all other relevant laws and ordinances;

(b) any New Parcels shall be separately assessed from all other Parcels by all local taxing authorities for real estate tax purposes; and

(c) any New Parcels shall be subject to all of the terms and provisions of this Declaration which were applicable to the Parcel of which such New Parcels previously formed a part, including, but not limited to, any specific restrictions placed against the Parcel of which such New Parcels previously formed a part.

26. COVENANTS RUNNING WITH THE LAND. Each and every agreement, covenant, promise, undertaking, condition, easement, right, privilege, and restriction (herein collectively referred to as "Obligations") made, granted or assumed, as the case may be, by Best, Declarant and any Owner, is made for the benefit of all Owners, their successors and assigns, lessees, and all other Persons acquiring an interest in the Development. All of the provisions of this Declaration shall be covenants running with the land pursuant to applicable law. Any Owner of a Parcel shall automatically be deemed by acceptance of the title of such Parcel or any part thereof to have assumed all Obligations of this Declaration relating thereto, and to have agreed with the then



Owner or Owners of all Parcels to execute any and all instruments and do any and all things reasonably required to carry out the intention of this Declaration; provided, however, that if any such transferor shall expressly condition the transfer of its interest in such Parcel or Parcels or any part thereof on the assumption by its transferee of the Obligations imposed on such transferor, such transferor shall upon the completion of such transfer and the obtaining of the written consent of the Owners of Parcel A and Parcel B be relieved of all further liability under this Declaration except such liability as may have arisen during its period of ownership of the Parcel so conveyed and which remains unsatisfied.

27. DURATION. This Declaration shall continue in effect for a term of fifty (50) years unless earlier terminated by written instrument executed by all of the then Owners and all First Mortgagees and recorded in the Office of the Office of the Register of Deeds of Racine County, Wisconsin.

28. CONSENT. Best and Menard join herein to evidence their consent to the provisions of this Declaration.

WITNESS the following signatures and seals as of the date first above written:

DECLARANT: COUNTY OF RACINE, WISCONSIN

By: 

Ben Ziolkowski, County Executive

By: Hubert H. Braun, County Board  
Chairman  
By: Dennis Kornwoff  
Dennis Kornwoff, County Clerk

MENARD, INC.

By: Mary Prochaska  
Mary Prochaska  
Title: V.P.

(SEAL)

Attest: [Signature]  
Title: Secretary

BEST PRODUCTS CO., INC.

By: Bernard A. Cohen  
Bernard A. Cohen  
Title: Exec. Vice President

(SEAL)

Attest: [Signature]  
Title: Corporate Secretary & Treasurer

STATE OF \_\_\_\_\_  
CITY/COUNTY OF \_\_\_\_\_

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_  
in the year \_\_\_\_\_, the above-named \_\_\_\_\_,  
to me known to be the person who executed the foregoing instru-  
ment, and acknowledged the same.

(Notarial Seal)

Notary Public in and for said State  
My commission expires: \_\_\_\_\_

STATE OF Wisconsin

CITY/COUNTY OF Racine

Personally came before me this 16th day of May  
in the year 1985, the above-named Len Ziolkowski & Dennis Kornwolf  
to me known to be the person who executed the foregoing instru-  
ment, and acknowledged the same.

(Notarial Seal)

William F. Bock  
Notary Public in and for said State  
William F. Bock  
My commission ~~expires~~ is permanent.

STATE OF Virginia

CITY/COUNTY OF Henrico

Personally came before me this 9th day of May  
in the year 1985, the above-named Bernard A. Conn,  
to me known to be the person who executed the foregoing instru-  
ment, and acknowledged the same.

(Notarial Seal)

Deannie O. Wall  
Notary Public in and for said State  
Deannie O. Wall  
My commission expires: 2/24/87

VEL 1752 PAGE 642

STATE OF \_\_\_\_\_  
CITY/COUNTY OF \_\_\_\_\_

Personally came before me the \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_\_, \_\_\_\_\_, as \_\_\_\_\_,  
and \_\_\_\_\_, as \_\_\_\_\_,  
of BEST PRODUCTS CO., INC., a Virginia corporation, to me known  
to be the persons who executed the foregoing instrument, and to  
me known to be such \_\_\_\_\_ and  
\_\_\_\_\_ of said Corporation, and acknowledged that  
they executed the foregoing instrument as such officers as the  
deed of said Corporation, by its authority.

(Notarial Seal)

Notary Public in and for said State

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

STATE OF Wisconsin  
CITY/COUNTY OF Eau Claire

Personally came before me the 13<sup>th</sup> day of May,  
1985, Marv Prechara, as Vice-President,  
and Warren R. Johnson, as Secretary, of  
MENARD, INC., a Wisconsin corporation, to me known to be the  
persons who executed the foregoing instrument, and to me known to  
be such Vice-President and Secretary  
of said Corporation, and acknowledged that they executed the  
foregoing instrument as such officers as the deed of said  
Corporation, by its authority.

(Notarial Seal)

Robert W. Corey  
Notary Public in and for said State

Robert W. Corey

My Commission ~~expires~~ is permanent

-40-

VOL. 1752 PAGE 643

NM  
&B

Nielsen Madsen & Barber

Consulting Civil Engineers

1339 Washington Avenue  
Racine, Wisconsin 53403  
Racine 414/634-6588  
Kenosha 414/862-7902

March 26, 1985

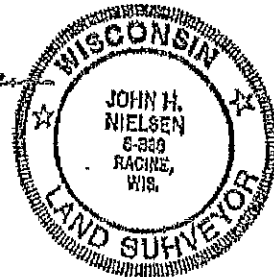
Job No. 85023

John H. Nielsen, P.E., R.L.S.  
Walter R. Madsen, P.E., R.L.S.  
James D. Barber, P.E.  
James E. Robinson, R.L.S.

Metes and Bounds of Parcel 3, Regency West (Mehard's)

That part of the Southeast  $\frac{1}{4}$  of Section 23 and the Southwest  $\frac{1}{4}$  of Section 24, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a point on the Section line between said Sections 23 and 24 located N01°45'14"W 752.94 feet from a cast iron highway plate marking the Southeast corner of said Section 23; run thence N78°29'11"W 55.67 feet; thence S89°25'49"W 519.61 feet; thence N01°45'14"W 471.17 feet; thence N89°25'49"E 594.03 feet; thence S78°10'03"E 500.00 feet to the Westerly line of Wisconsin State Trunk Highway 31; thence S11°49'57"W 157.26 feet on the Westerly line of said highway; thence S11°30'49"W 314.14 feet on the Westerly line of said highway; thence N78°29'11"W 408.09 feet to the point of beginning. Containing 11.248 acres.

*John H. Nielsen*



NM  
&B

Nielsen Madsen & Barber

Consulting Civil Engineers

1339 Washington Avenue  
Racine, Wisconsin 53403  
Racine 414/634-6588  
Kenosha 414/852-7902

REVISED March 26, 1985  
February 27, 1985

Job No. 85023

John H. Nielsen, P.E., R.L.S.  
Walter R. Madsen, P.E., R.L.S.  
James D. Barber, P.E.  
James E. Robinson, R.L.S.

Meters and Bounds of Parcel 2 for Heritage Title of Racine  
(Best Products Site)

That part of the Southwest  $\frac{1}{4}$  of Section 24, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows:

Commence at a point on the East line of said Section.

24 located  $N01^{\circ}43'14''W$  1295.77 feet from a cast iron highway plate marking the Southwest corner of Section 24; run thence  $N89^{\circ}25'49''E$  20.23 feet to the point of beginning of this description; run thence  $N11^{\circ}02'17''E$  549.96 feet to a point on a curve of Northeasterly convexity whose radius is 179.04 feet and whose chord bears  $S47^{\circ}54'22''E$  49.24 feet; thence Southeasterly 49.39 feet on the arc of said curve to its point of tangency; thence  $S40^{\circ}00'10''E$  226.67 feet to the point of curvature of a curve of Southwesterly convexity whose radius is 350.98 feet and whose chord bears  $S59^{\circ}05'06''E$  229.49 feet; thence Southeasterly 233.79 feet on the arc of said curve to its point of tangency; thence  $S78^{\circ}10'03''E$  70.00 feet to the Westerly line of State Trunk Highway 31; thence  $S11^{\circ}49'57''W$  310.00 feet on the Westerly line of said highway; thence  $N78^{\circ}10'03''W$  500.00 feet to the point of beginning. Containing 4.500 acres. EXCEPTING therefrom an easement for the installation and maintenance of public water supply facilities over the Easterly 10 feet thereof and also EXCEPTING therefrom an easement for the installation and maintenance of public sanitary sewer facilities over the Westerly 12 feet thereof.



NM  
&B

Nielsen Madsen &amp; Barber

Consulting Civil Engineers

1339 Washington Avenue  
Racine, Wisconsin 53403  
Racine 414/634-5588  
Kenosha 414/552-7902

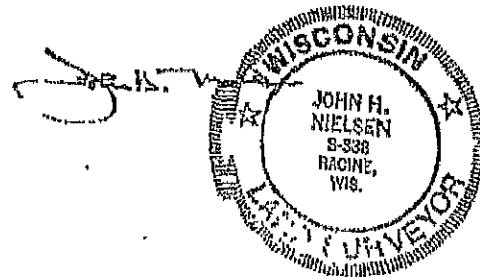
March 26, 1985

Job No. 85023

John H. Nielsen, P.E., R.L.S.  
Walter R. Madsen, P.E., R.L.S.  
James D. Barber, P.E.  
James E. Robinson, R.L.S.

Mates and Bounds of Parcel 1, Regency West

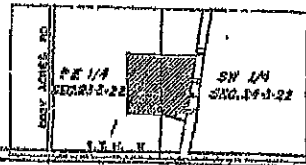
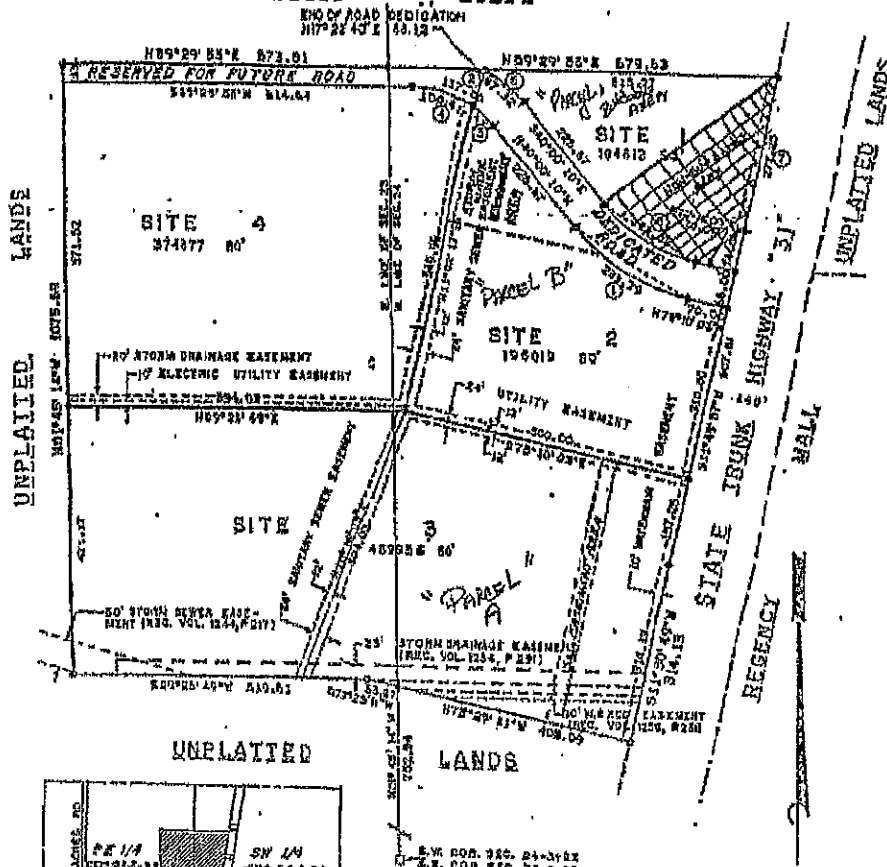
That part of the Southwest  $\frac{1}{4}$  of Section 24, Township 9 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows:  
Commence at a point on the East line of said Section 24- located N01°45'14"W 1839.60 feet from a cast iron highway plate marking the Southwest corner of said Section; run thence N89°29'55"E 164.36 feet to the point of beginning of this description; continue thence N89°29'55"E 515.27 feet to the Westerly line of Wisconsin State Trunk Highway 31; thence Southwesterly 277.23 feet on the arc of a curve of Northwesterly convexity in the Westerly line of said highway whose radius is 16,440.22 feet and whose chord bears S12°18'56"W 277.22 feet; thence S11°49'57"W 74.56 feet on the Westerly line of said highway; thence N78°10'03"W 70.00 feet to the point of curvataure of a curve of Southwesterly convexity whose radius is 284.98 feet and whose chord bears N59°05'06"W 186.34 feet; thence Northwesterly 189.82 feet on the arc of said curve; thence N40°00'10"W 226.67 feet to the point of curvature of a curve of Northeasterly convexity whose radius is 245.04 feet and whose chord bears N50°12'44"W 86.86 feet; thence Northwesterly 87.32 feet on the arc of said curve to the point of beginning. Containing 2.406 acres.



CERTIFIED SURVEY MAP No. \_\_\_\_\_

PART OF THE SW 1/4 OF SEC. 24, AND PART OF THE SE 1/4 OF SEC. 23, T. 3 N., R. 22 E., IN THE TOWN OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

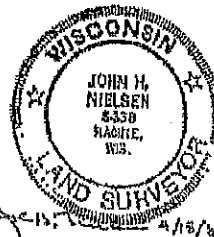
UNPLATTED LANDS



LOCATION MAP  
SCALE 1" = 400'

BEARINGS BASED IN 1980 NORTH, WISCONSIN COORDINATE SYSTEM  
 \* DENOTES AC" DIA IRON ROD SET  
 \* DENOTES 3/4" DIA IRON PIPE FOUND  
 SCALE 1" = 400'

CURVE DATA					
CHORD					
CURVE	ARC	RADIUS	LENGTH	BEARING	CHORD
1	233.79	150.84	229.49	N89°08'04"W	30°09'44"
2	151.80	179.04	132.74	N82°04'01"W	50°22'41"
3	50.82	172.04	49.84	N47°04'22"W	10°48'22"
4	108.41	179.04	108.75	N73°08'12"W	34°41'31"
5	07.22	219.04	06.64	S80°12'44"E	20°22'08"
6	189.64	884.37	189.38	S89°05'00"E	36°09'46"
7	273.56	1541.17	277.22	S12°10'56"W	08°27'41"



VOL 1752 PAGE 647

SHEET 1 OF 1



McGUIRE, WOODS & BATTLE  
ROSS BUILDING

COUNTY SQUARE BUILDING  
CHARLOTTESVILLE, VIRGINIA 22901  
TELEPHONE (804) 977-1300

RICHMOND, VIRGINIA 23210

TELEPHONE (804) 844-4131

CABLE McGUIRE

TELEX 82-7414

SOVIAN CENTER  
NORFOLK, VIRGINIA 23510  
TELEPHONE (804) 827-7877

JEFFERSON COUNTY  
WASHINGTON, D.C. 20007  
TELEPHONE (202) 337-1337

137 YORK STREET  
WILLIAMSBURG, VIRGINIA 23185  
TELEPHONE (804) 829-2393

FEDERAL EXPRESS

May 15, 1985

RECEIVED

MAY 16 1985

RACINE COUNTY  
CORPORATION COUNSEL

County of Racine  
730 Wisconsin Avenue  
Racine, Wisconsin 53403

Attention: William Book, Esquire

Gentlemen:

Reference is made to a Declaration of Easements and Covenants dated as of May 13, 1983 (the "Declaration") executed by you with respect to certain real property in the Town of Mount Pleasant, Racine County, Wisconsin.

As counsel to Best Products Co., Inc., a contract purchaser of a portion of that real property and a beneficiary of the Declaration, I hereby approve of the following changes to the Declaration:

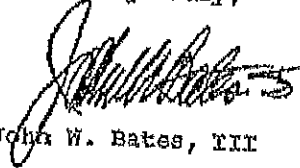
(i) Subparagraphs (i) and (ii) of Section 5.2 may be deleted.

(ii) The word "reasonably" may be inserted before the word "clean" in Section 7.2(4).

(iii) The words "any other Parcel" may be substituted for the words "Parcel B" in the three places they appear in Section 7.3.

I trust this is the documentation you need. Thank you for your cooperation.

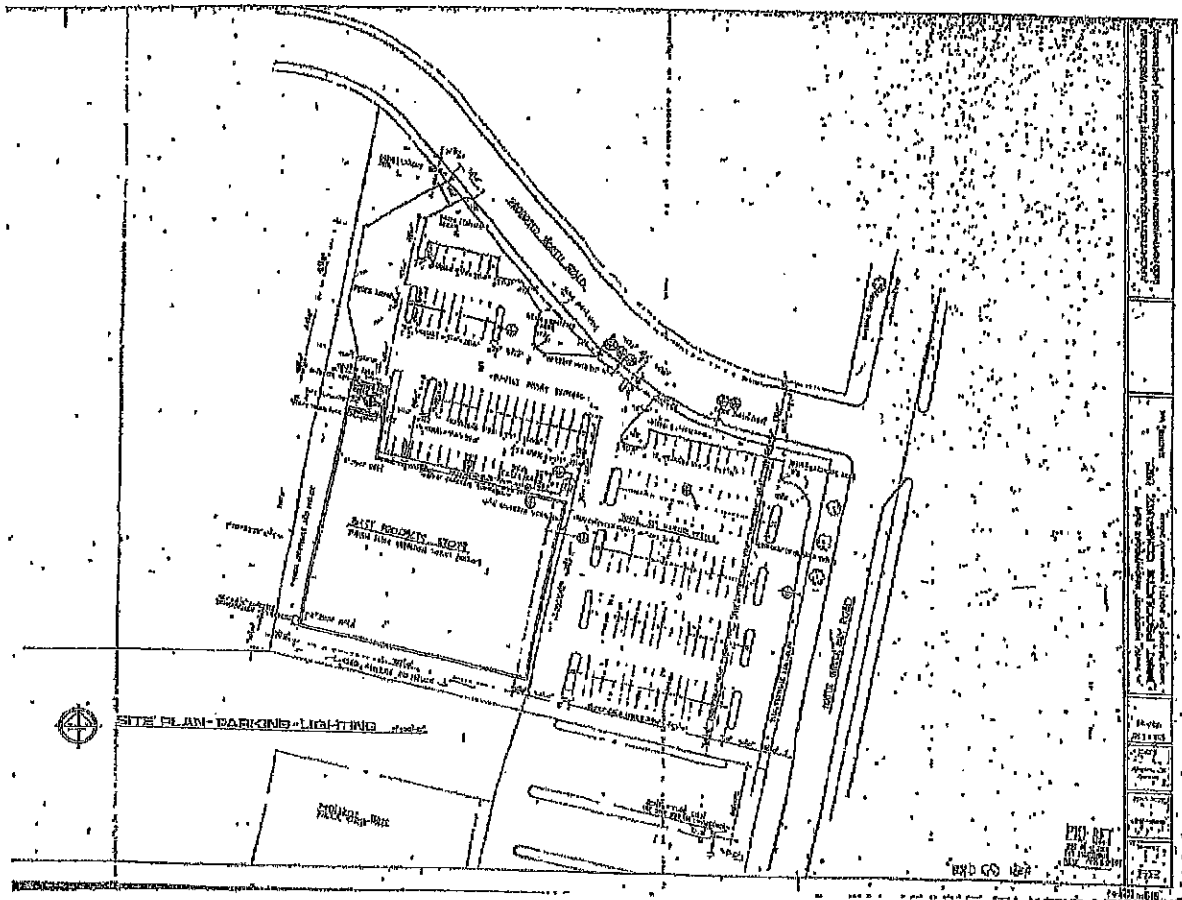
Yours very truly,

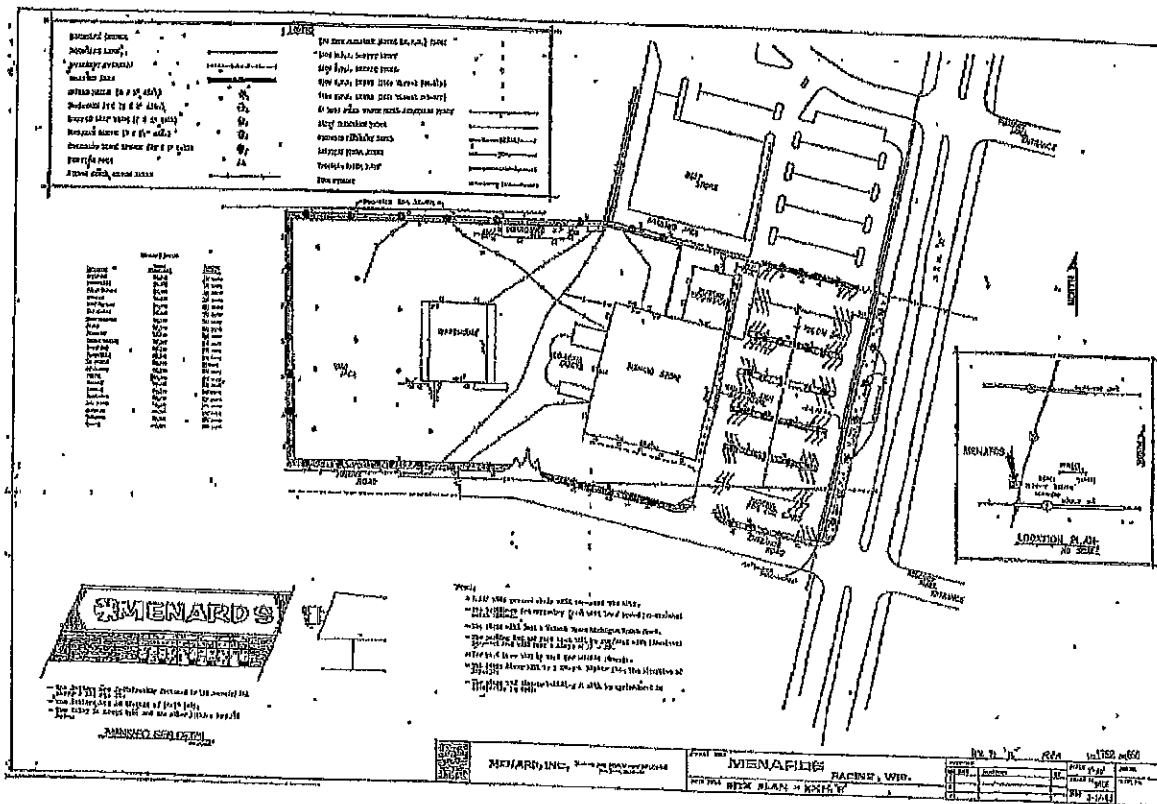


John W. Bates, III

JWB, III:amb

VOL 1752 PAGE 648

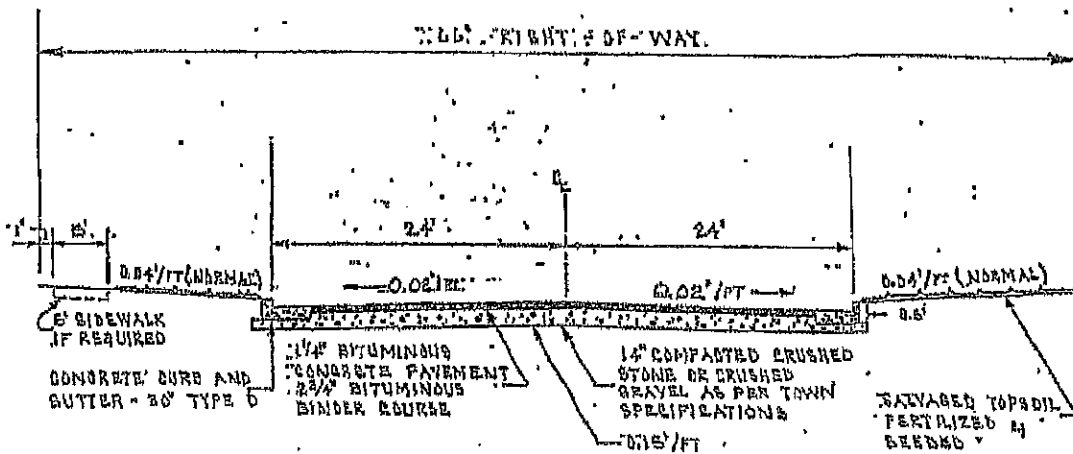




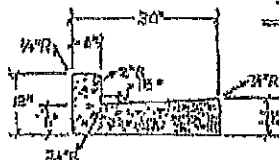
- (1) The work under this contract consists of the construction of approximately 532 feet of roadway and shall be executed under the requirements of the State of Wisconsin, Department of Transportation, Division of Highways, Standard Specifications for Road and Bridge Construction, 1981 Edition.

All pay units shall be measured and paid for in accordance with the above specifications.

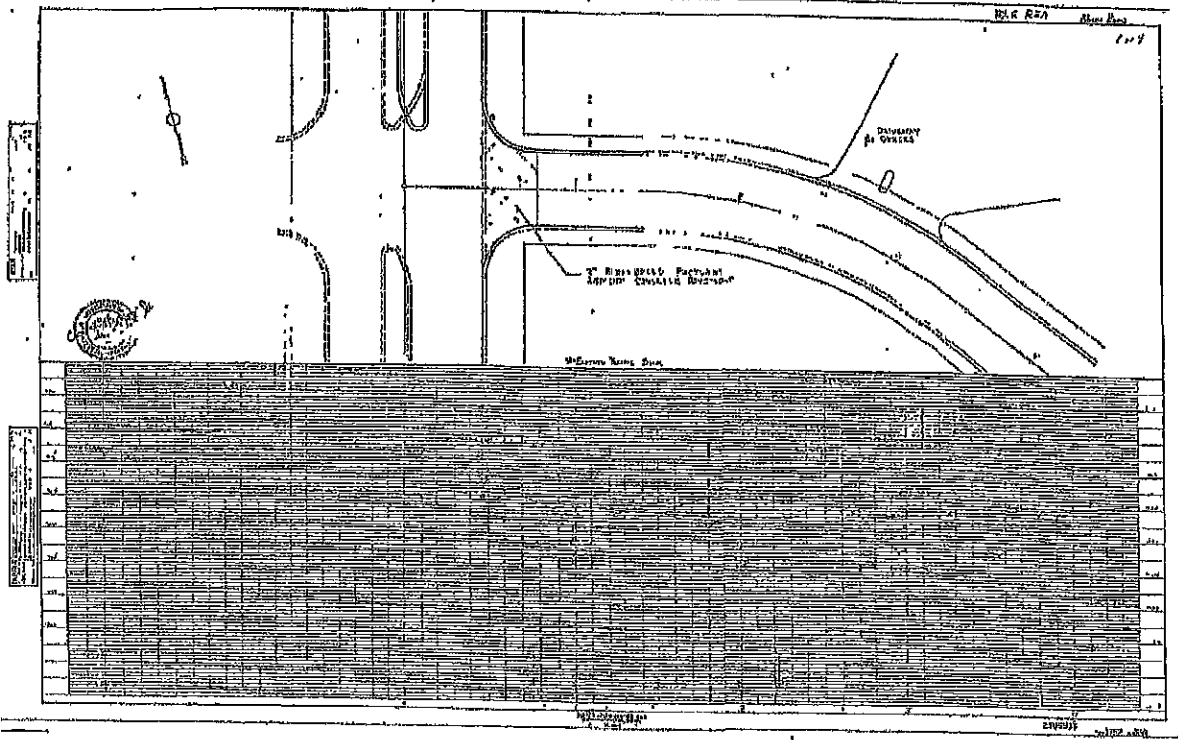
- (2) The project limits as shown on the attached plans shall begin at the west edge of pavement of S.T.H.-31 (approximately STA 0 + 45) and extend westerly 532 feet to STA 5 + 78. The contractor shall grade the site to the west of the project terminus to blend the slope in with the existing topography in accordance with the plans.
- (3) It shall be the responsibility of the abutting owner to construct the proposed driveways from the road curb and gutter to the property line.

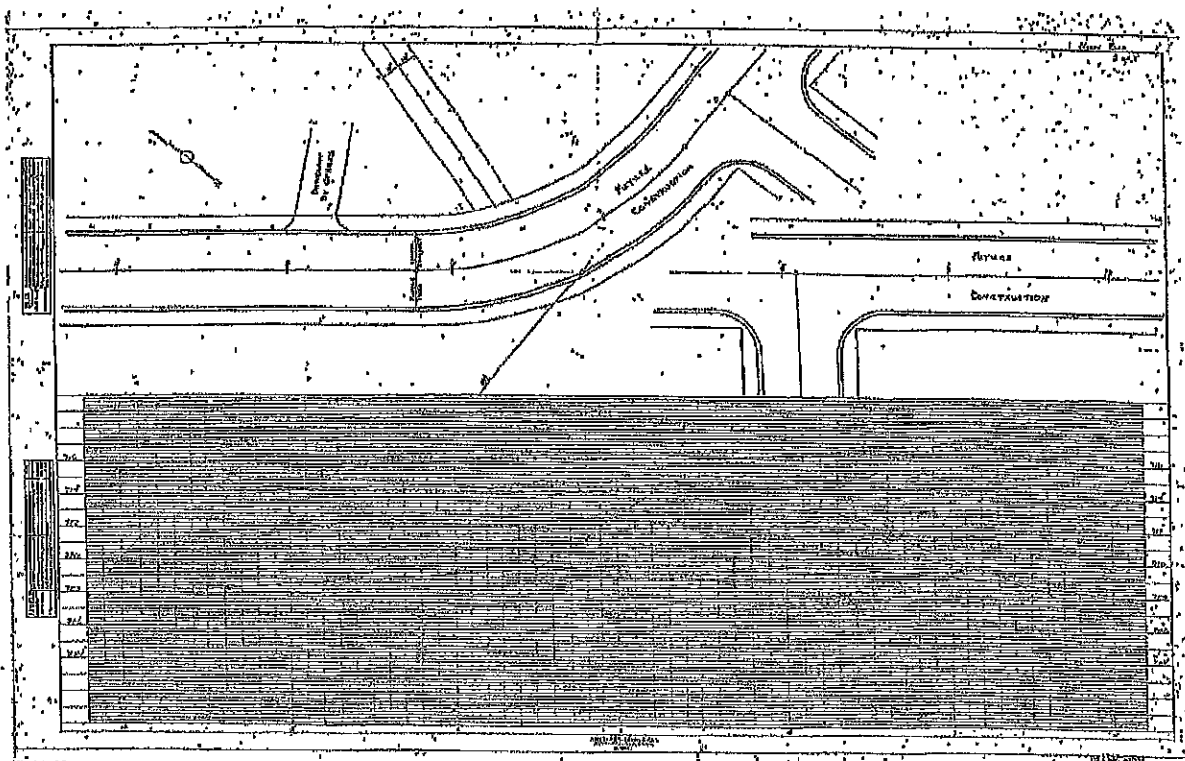


# TYPICAL INDUSTRIAL URBAN SECTION - IND-URB



TYPE D  
CONCRETE CURB  
& GUTTER 30" H. x 12" W.





This Instrument was drafted by William F. Bock, Corporation Counsel

1196578

AMENDMENT TO  
DECLARATION OF EASEMENTS  
AND COVENANTS

This Amendment to the Declaration of Easements and  
Covenants made this 13th day of June, 1986  
by the COUNTY OF RACINE, a political subdivision of the State  
of Wisconsin; BEST PRODUCTS COMPANY, INC., a Virginia Corpor-  
ation, and MENARD, INC., a Wisconsin Corporation.

1. AMENDMENT

Exhibit "F" as contained in the original Declaration of  
Easements and Covenants dated May 13, 1985 and recorded on  
May 17, 1985 in Volume 1752 on pages 604 through 654 as  
Document #1169012 and executed by the parties hereto, is hereby  
amended as shown on Exhibit "A" attached hereto.

The purpose of this amendment to Exhibit "F" is to  
increase the buildable area on Parcel "C" as referred to in  
Paragraph 6.1 of the Declaration dated May 13, 1985. The new  
non-buildable area shall be that portion of the cross hatched  
area on Exhibit "A" which is shaded solidly. All other areas

on Parcel "C" shall be considered buildable.

WITNESS the following signatures and seals as of the date first  
above written:

Register's Office  
Racine County, Wis. } SS  
Received for Record 13th day of  
June A.D. 1986 at 10:10  
o'clock AM and recorded in Volume 1803  
of Page 330 On page 332  
William M. Schuttler  
Register of Deeds

DECLARANT: COUNTY OF RACINE, WISCONSIN

BY: Ken Ziolkowski, County Executive

JUN 18 1986 PAGE 330

10.00  
Att: Corporation Counsel

1196578

1803- 330

June 13, 1986



Joseph P. Condy Executive

BY: Hubert H. Braun  
Hubert H. Braun, County Board  
Chairman

BY: Dennis Kornwolf  
Dennis Kornwolf, County Clerk

MENARD, INC.

BY: Mary Prochaska  
Mary Prochaska  
Title: V.P.

(SEAL)

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

BEST PRODUCTS CO., INC.

BY: [Signature]  
Title: Vice President, Real Estate

(SEAL)

Attest: [Signature]

Title: Secretary-Treasurer

WITNESSED BY FINANCIAL  
[Signature]  
Signature  
4/9/86  
Date

Date 4/9/86  
Certified to be correct as to form.  
By William J. [Signature]  
Racine County Corporation Counsel

STATE OF Wisconsin

CITY/COUNTY OF Eau Claire

Personally came before me this 8th day of May  
in the year 1986, the above-named Merv Prochaska,  
to me known to be the person who executed the foregoing instru-  
ment, and acknowledged the same.

(Notarial Seal)

Allen T. Jeff  
Notary Public in and for said State

My Commission expires: 7/2/89

STATE OF Wisconsin

CITY/COUNTY OF Racine

Personally came before me this 12th day of June  
in the year 1986, the above-named Lin Gillespie, Dennis Hanson,  
Robert Brown  
to me known to be the person who executed the foregoing instru-  
ment, and acknowledged the same.

(Notarial Seal)

Linda P. Callender  
Notary Public in and for said State

My Commission expires: 10/4/87

STATE OF Virginia

CITY/COUNTY OF Henrico

Personally came before me this 3rd day of June  
in the year 1986, the above-named John Brown,  
to me known to be the person who executed the foregoing instru-  
ment, and acknowledged the same.

(Notarial Seal)

Diana L. Gill  
Notary Public in and for said State

My Commission expires: 10/2/88

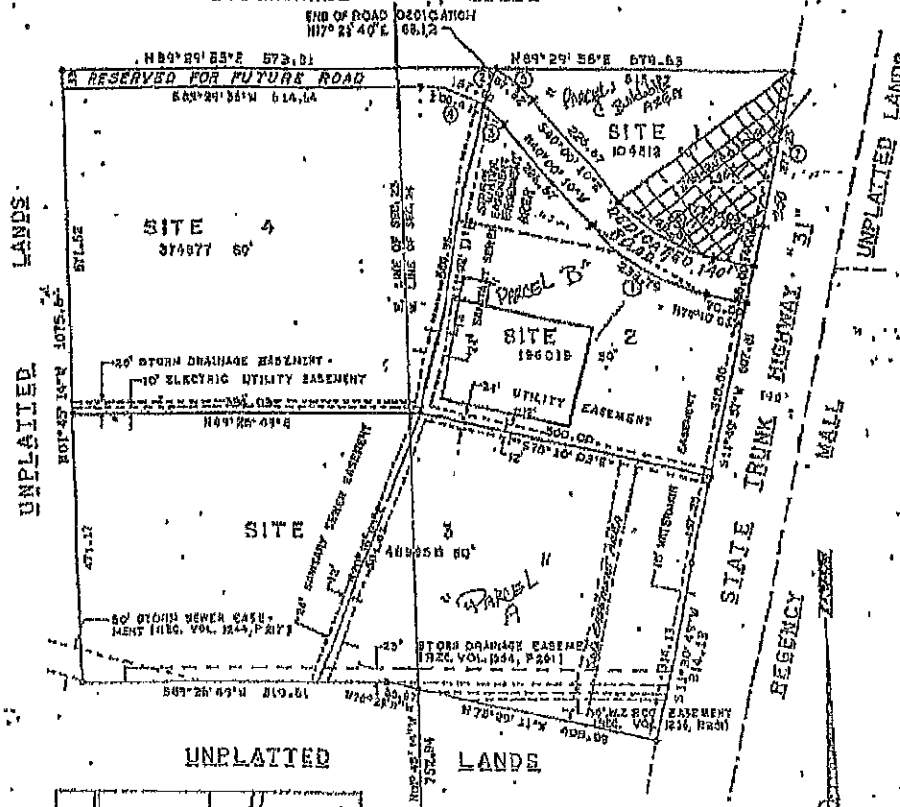
VOL 1803 PAGE 332

Exhibit "A"

CERTIFIED SURVEY MAP No.

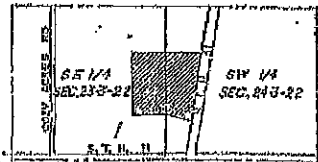
PART OF THE SW 1/4 OF SEC. 24, AND PART OF THE SE 1/4 OF SEC. 23, T. 3 N., R. 22 E., IN THE TOWN OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

UNPLATTED LANDS



UNPLATTED

LANDS



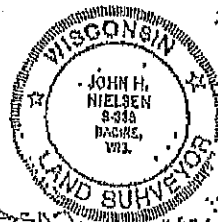
SCALE 1" = 2000'

BEARING BASE IS GRID NORTH, WISCONSIN COORDINATE SYSTEM

- DENOTES 3/4" DIA. IRON ROD SET
- o DENOTES 3/4" DIA. IRON PIPE FOUND

SCALE 1" = 200'

CURVE DATA					
CHORD					
CURVE	ARC	RADIUS	LENGTH	BEARING	CEN. ANGLE
1	333.72	350.84	228.49	N39°05'08"W	38°07'54"
2	157.80	178.03	132.74	N65°15'01"W	60°27'54"
3	49.93	179.04	49.84	N47°54'26"W	19°45'20"
4	108.01	179.04	108.78	N73°09'12"W	34°41'31"
5	87.22	284.62	88.85	S60°12'44"W	20°28'07"
6	185.25	284.62	189.35	S60°05'06"E	20°05'54"
7	177.28	194.17	311.22	S12°10'58"W	00°37'15"



Pl 008-03-22-23-031-020  
Pl 008-03-22-23-031-020  
Pl 008-03-22-23-031-020  
Pl 008-03-22-23-031-020  
Pl 008-03-22-23-031-020

1234886

X393

SECOND AMENDMENT TO DECLARATION  
OF EASEMENTS AND COVENANTS

THIS SECOND AMENDMENT is dated as of September 22, 1986 by and among the COUNTY OF RACINE, a political subdivision of the State of Wisconsin ("County"); BEET PRODUCTS CO., INC., a Virginia corporation ("Beet"); MENARD, INC., a Wisconsin corporation ("Menard"); McDONALD'S CORPORATION, a Delaware corporation and HIGHLAND SUPERSTORES, INC., a Michigan corporation; and provides:

The County executed a Declaration of Easements and Covenants dated as of May 13, 1985 and recorded in the Office of the Register of Deeds for Racine County, Wisconsin, on May 17, 1985 in Volume 1752 of Records, Page 504, as Document No. 2169012. The aforesaid Declaration was amended by an Amendment to Declaration of Easements and Covenants dated June 12, 1986, and recorded in the aforesaid Register Office on June 13, 1986, in Volume 1803 of Records, Page 330, as Document No. 2196578. The aforesaid Declaration and Amendment are collectively referred to herein as the Declaration.

The parties hereto now desire to further amend the Declaration further as set forth below.

NOW, THEREFORE, in consideration of Ten Dollars cash in had paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree to amend Section 6.5 of the Declaration to read in its entirety as follows:

Each Owner shall be liable for the cost of any improvements constructed on its Parcel, and any repairs,

2978 .07 15

12004 1

1200

Ret: Hornigman Miller, etc VOL 1874 PAGE 607

1234886

1874-607

July 10, 1987

changes, renovations, alterations and additions thereto, and each Owner shall indemnify and hold the other Owners harmless against any construction liens or other claims filed against the other Owners' parcel or the Common Areas with respect thereto.

In all other respects, the terms of the Declaration are hereby ratified and affirmed.

WITNESS the following signatures.

COUNTY OF RACINE

By: [Signature]  
Len Ziolkowski, County Executive

By: [Signature]  
Chairman, County Board  
Hubert A. Braun

By: [Signature]  
County Clerk  
Dennis Karschhoff

MENARD, INC.

By: [Signature]  
Title: Vice President

BEST PRODUCTS CO., INC.

By: [Signature]  
Title: Vice President

Date 12/12/85  
Certified to be correct as to form.  
By [Signature]  
Racine County Corporation Counsel

REVIEWED BY FINANCE DIRECTOR  
[Signature]  
Signature  
Date 12/12/85

STATE OF Wisconsin  
CITY/COUNTY OF Racine

Personally came before me this 17th day of December in the year 1986, the above named Len Ziolkowski, to me known to be the person who executed the foregoing instrument as County Executive of the COUNTY OF RACINE, WISCONSIN, a political subdivision of the State of Wisconsin, and acknowledged the same on behalf of the County.

My commission expires:

10/4/87

Linda P. Callender  
Notary Public in and of said state  
Linda P. Callender

STATE OF Wisconsin  
CITY/COUNTY OF Racine

Personally came before me this 17th day of December in the year 1986, the above named Robert W. Brown, to me known to be the person who executed the foregoing instrument as Chairman, County Board of the COUNTY OF RACINE, WISCONSIN, and acknowledged the same on behalf of the County.

My commission expires:

10/4/87

Linda P. Callender  
Notary Public in and of said state  
Linda P. Callender

STATE OF Wisconsin  
CITY/COUNTY OF Racine

Personally came before me this 17th day of December in the year 1986, the above named Thomas C. Lennart, to me known to be the person who executed the foregoing instrument as County Clerk of the COUNTY OF RACINE, WISCONSIN, and acknowledged the same on behalf of the County.

My commission expires:

8-27-89

Thomas C. Lennart  
Notary Public in and of said state  
Thomas C. Lennart

STATE OF VIRGINIA

CITY/COUNTY OF Henrico

Personally came before me this 7<sup>th</sup> day of November,  
in the year 1986, the above named John Penn, to me  
known to be the person who executed the foregoing instrument as  
Vice President of BEST PRODUCTS CO., INC., a Virginia  
corporation, and acknowledged the same on behalf of the  
corporation.

My commission expires:

March 20, 1987

Rita B. Gillespie  
Notary Public in and of said state  
Rita B. Gillespie

Wisconsin  
STATE OF VIRGINIA

CITY/COUNTY OF Eau Claire

Personally came before me this 3rd day of October,  
in the year 1986, the above named Marvin Prochaska, to me  
known to be the person who executed the foregoing instrument as  
Vice President of MENARD, INC., a Wisconsin corporation,  
and acknowledged the same on behalf of the corporation.

My commission expires:

7/2/89

Allen F. Taft  
Notary Public in and of said state  
Allen F. Taft

Return to: Honigman Miller Schwartz & Cohn  
2290 First National Building  
Detroit, Michigan 48226  
Attn: Thomas J. Beale

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

Received for Record 10th day of August  
A.D. 1987 at 8:30  
o'clock A.M. and recorded in Volume 1874  
of Records on page 611

Helmut M. Schuttler  
12 Registrar of Deeds

McDONALD'S CORPORATION,  
a Delaware corporation

By: Seymour Greenman  
Title: Vice President

HIGHLAND SUPERSTORES, INC.,  
a Michigan corporation

By: [Signature]  
Title: Chairman

STATE OF ~~WISCONSIN~~ ILLINOIS

~~STATE~~/COUNTY OF COOK

Personally came before me this 1st day of May, 1987,  
in the year 1986, the above named Seymour Greenman, to me  
known to be the person who executed the foregoing instrument as  
Vice President of McDONALD'S CORPORATION, a Delaware  
corporation, and acknowledged the same on behalf of the  
corporation.

My commission expires:

November 28, 1989

Cathy A. Jama  
Notary Public in and of said state  
Cathy A. Jama

STATE OF ~~VIRGINIA~~ MICHIGAN

~~STATE~~/COUNTY OF WAYNE

Personally came before me this 20th day of January,  
in the year 1987, the above named David Novack, to me  
known to be the person who executed the foregoing instrument as  
Chairman of the Board of HIGHLAND SUPERSTORES, INC., a Michigan  
corporation, and acknowledged the same on behalf of the  
corporation.

My commission expires:

Nov. 16, 1987

Margaret E. Carter  
Notary Public in and of said state

MARGARET E. CARTER  
Notary Public, Wayne County, MI  
My Commission Expires Nov. 16, 1987



1209320

After Recording, Return To:

Gerald J. Pinzino  
McDONALD'S CORPORATION  
One McDonald's Plaza  
Oak Brook, Illinois 60621

Register's Office  
Racine County, Wis.

Received for Record 23rd day of  
October A.D. 1986 at 3:49  
o'clock P.M. and recorded in Volume 1827  
of Records on page 183

Heinrich Schuttler  
Register of Deeds

RESTRICTIVE COVENANT  
(Corporation or Partnership)

10.00

Under a contract dated the 14th day of August, 1986, RACINE COUNTY ("Grantor") agreed to convey to McDONALD'S CORPORATION, a Delaware corporation ("Grantee") a parcel of real estate described on Exhibit A attached.

One of the terms of that contract required the Grantor to record a Restrictive Covenant affecting the use of Grantor's other property.

THEREFORE, in consideration of the terms and conditions contained in that contract, Grantor promises and declares that the property described on Exhibit B, attached, will not be used for restaurant purposes for a period of 20 years from the date of the recording of this document. "Restaurant," for the purpose of this Covenant, shall be limited to Burger King, Wendy's, Hardee's, Taco Bell, Kentucky Fried Chicken or Rocky Rococo's.

This restriction runs with the land described in Exhibits A and B and shall inure to the benefit of and shall be binding upon the Grantee and Grantor, their grantees, assigns and successors.

Grantor has executed this Restrictive Covenant, this 23rd day of  
October, 1986.

GRANTOR: RACINE COUNTY, WISCONSIN

WITNESSES:

BY: *[Signature]*  
Robert Braun

Attest: \_\_\_\_\_

STATE OF WISCONSIN

COUNTY OF RACINE

REVIEWED BY JUDICIAL DIRECTOR

*[Signature]*

10/14/86

Date

AFFIDAVIT OF OWNERSHIP  
(By Officer or Partner)

The undersigned, being first duly sworn on oath, deposes and states that the undersigned is the LEGAL COUNSEL of the above named Grantor and as such

2849J

Landmark

Date 10/14/86  
Certified to be correct as to form.  
By *[Signature]*  
Racine County Corporation Counsel

Vol. 1827 PAGE 183

1209320

1827-183

Oct 23, 1986

has access to the records of the Grantor and knows of his (her) personal knowledge that the Grantor has title to all of the property described on Exhibit B.

William E. Bach  
Affiant

Subscribed and sworn to before me this 23rd day of October, 19 86.

Linda P. Belander  
Notary Public

My commission expires 10-4-87

(PLEASE ATTACH EXHIBITS A AND B)

ACKNOWLEDGMENT CERTIFICATE

STATE OF WISCONSIN

COUNTY OF RACINE

The foregoing instrument was acknowledged before me on October 23, 19 86, by Len Ziolkowski, County Executive, and Dennis Kornwolf, County Clerk and Hub Braun, Chairman, of Racine County, on behalf of the County.

Linda P. Belander  
Notary Public

My commission expires 10-4-87

EXHIBIT "A"

Lot 4 of Certified Survey Map No. 1170 being a resivision of Lots 2 and 3 of Certified Survey Map No. 1151 and Site 1 of Certified Survey Map No. 1073. Located in the Southwest 1/4 of Section 24 and the Southeast 1/4 of Section 23, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin.

51-008-03-22-23-031-014

## EXHIBIT "B"

1. Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 1170. Being a redivision of Lots 2 and 3 of Certified Survey Map No. 1151 and Site 1 of Certified Survey Map No. 1073. Located in the Southwest 1/4 of Section 24 and the Southeast 1/4 of Section 23, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin.
2. That part of the West 1/2 of Section 24, Township 3 North, Range 22 East, in the Town of Mount Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located N89°08'05"W 326.13 feet from a cast iron monument with a brass cap marking the center of said Section 24; run thence S00°08'19"E 733.22 feet to a 1" diameter iron pipe stake; thence S89°51'41"W 200.00 feet to a 1" diameter iron pipe stake; thence S00°08'19"E 400.00 feet; thence S89°51'41"W 1361.00 feet to the Easterly line of S.T.H. #31; thence N11°49'57"W 591.07 feet on the Easterly line of said highway to a 1" diameter iron pipe stake; thence N12°21'20"E 70.57 feet on the Easterly line of said highway to a 1" diameter iron pipe stake marking the point of curvature of a curve of Northwesterly convexity whose radius is 16310.22 feet and whose chord bears N15°04'53"E 671.12 feet; thence Northeasterly 671.17 feet on the arc of said curve and the Easterly line of Highway "31" to a 1" diameter iron pipe stake on the South line of 21st Street; thence N88°27'33"E 694.81 feet on the South line of 21st Street to a 1" diameter iron pipe stake marking the point of curvature of a curve of Northwesterly convexity whose radius is 1333.69 feet and whose chord bears S79°22'21"E 562.24 feet; thence Southeasterly 566.49 feet on the arc of said curve and the South line of 21st Street to a 1" diameter iron pipe stake; thence S00°08'19"E 73.45 feet to the point of beginning. Parcel contains 40.16 acres of land, more or less.

51-008-03-22-23-031-011

51-008-03-22-23-031-012

51-008-03-22-23-031-013

51-008-03-22-23-031-015

51-008-03-22-24-025-000

51-008-03-22-24-026-000

# EASEMENT, MAINTENANCE AND RECAPTURE AGREEMENT

1209322

THIS EASEMENT AGREEMENT, dated October 2, 19 86, is between RACINE COUNTY, WISCONSIN ("County") and McDONALD'S CORPORATION, a Delaware corporation ("McDonald's"). The following statements are a material part of this agreement:

A. McDonald's is, or will be at the time of recording of this document, the owner of Parcel 1 described in Exhibit A, attached.

B. County is the owner of Parcel 2 described in Exhibit B, attached.

C. The parties wish to grant, each to the other, certain easements over and across Parcels 1 and 2.

THEREFORE, in consideration of TEN AND NO/100THS DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements, covenants and restrictions are made:

## 1. INGRESS AND EGRESS EASEMENT

County grants and conveys to McDonald's a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress to and from Parcel 1, appurtenant to Parcel 1, over, upon and across Parcel 3 described in Exhibit C, attached.

McDonald's grants and conveys to County a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress to and from Parcel 2, appurtenant to Parcel 2, over, upon and across Parcel 4 described in Exhibit D, attached.

## 2. CONSTRUCTION OF ROADWAY

McDonald's agrees to install a roadway to McDonald's specifications on Parcels 3 and 4, collectively called "Easement Area." McDonald's agrees to bear the total cost and expense of the installation of the roadway, provided however, that County shall recapture and collect from any purchaser of Parcel 2 or that portion of Parcel 2 abutting Parcel 3 a sum equal to 50% of the cost of installing the roadway. County shall pay the sum collected to McDonald's upon its receipt from the purchaser. McDonald's shall certify to County the total cost of the roadway within sixty days after its completion.

## 3. MAINTENANCE

McDonald's agrees to maintain the roadway and to pay all costs related to the roadway maintenance, provided, however, if legal title to Parcel 2 or any portion of Parcel 2 abutting Parcel 3 shall vest in any party other than County, the subsequent title holder, its heirs, successors or assigns shall share equally the reasonable cost of maintaining, repairing and renewing the surface of the Easement Area incurred after the date title is transferred to the subsequent title holder. McDonald's shall be responsible for supervising the maintenance and repair of the easement area. If McDonald's is not reimbursed within thirty (30) days from the date of billing for its costs, the parties failing to pay their share may, at the McDonald's discretion, have a lien for unpaid costs placed upon the title to their property by McDonald's recording a lien claim and notice.

Register's Office }  
Racine County, Wis. } SS  
Received for Record 23rd day of  
October A.D. 1986 at 3:51  
o'clock P. M. and recorded in Volume 1827  
of Records on page 189  
Helmut M. Schuttler 196  
Register of Deeds

28491

Landmark

VOL 1827 PAGE 189

18.

#### 4. USE OF EASEMENT AREAS

Where McDonald's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or allowed to encroach upon the easements, and no change of grade elevation or any excavation shall be performed without prior written approval of McDonald's, which approval shall not be unreasonably withheld, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

#### 5. ADDITIONS TO DOMINANT TENAMENT

The easements shall also be appurtenant to any contiguous land that may hereafter come into common ownership with Parcel 1 or Parcel 2 as the case may be. An area physically separate from Parcel 1 or Parcel 2 as the case may be but having access to it by means of public ways or private easements, rights or licenses is deemed to be contiguous to Parcel 1 or Parcel 2 as the case may be.

#### 6. WARRANTIES OF TITLE

County warrants that County has good and indefeasible fee simple title to the easement premises; that County has the full right and lawful authority to grant these easements, that County will defend and indemnify McDonald's against all lawful claims, and that McDonald's shall and may peaceably have, hold and enjoy the easements.

#### 7. RUNNING OF BENEFITS

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the parties.

#### 8. ATTORNEY'S FEES AND COSTS

Any party may enforce this instrument by appropriate legal action and should it prevail in such litigation, it shall recover as part of its cost reasonable attorney's fees and costs.

#### 9. CONSTRUCTION

The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to McDonald's is carried out.

#### 10. NOTICE

County's address is 730 Wisconsin Avenue, Racine, Wisconsin 53403 and McDonald's's address is McDonald's Corporation, Real Estate/Legal Department, One McDonald's Plaza, Oak Brook, Illinois 60521, attention: Director, Real Estate/Legal Department. Any party may lodge written notice of a change of address. All notices shall be sent by certified mail, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.

TO INDICATE THEIR CONSENT TO THIS AGREEMENT, County and McDonald's, or their authorized representatives or officers, have signed this document.

RACINE COUNTY, WISCONSIN

By: [Signature]  
Robert Braun  
ATTEST: [Signature]  
Dennis Kinnel

By: \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

MCDONALD'S CORPORATION

By: [Signature]  
Vice President

ATTEST: \_\_\_\_\_  
By: [Signature]  
Assistant Secretary

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A, B, C AND D)

- Exhibit A: legal description of McDonald's property
- Exhibit B: legal description of County's property
- Exhibit C: legal description of ingress-egress easement to McDonald's
- Exhibit D: legal description of ingress-egress easement to County

Date 10/14/84  
Certified to be correct as to form.  
By [Signature]  
Racine County Corporation Counsel

REVIEWED BY FINANCE DIRECTOR  
[Signature]  
Signature  
10/17/84  
Date

McDONALD'S  
(ACKNOWLEDGMENT)

STATE OF ILLINOIS  
COUNTY OF ~~DUBOIS~~

SS:

I, Cathy A. Jama, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Wilburn H. Sutherland, Vice-President, and Seymour Greenman, Assistant Secretary of McDonald's Corporation, a Delaware corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such Vice-President and Assistant Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of October, 1986.

Cathy A. Jama  
Notary Public

My commission expires 11/25/89.

(ACKNOWLEDGMENT - INDIVIDUAL)

STATE OF WISCONSIN  
COUNTY OF RACINE

SS:

I, Linda P. Callender, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Len Ziolkowski, Dennis Kornwolf and Hubert Braun of Racine County who (is)(are) personally known to me to be the same person(s) whose name(s) (is)(are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he)(they) signed, sealed and delivered the said instrument as (h)(their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 23rd day of October, 1986.

Linda P. Callender  
Notary Public

My commission expires 10-4-87.

(ACKNOWLEDGMENT - CORPORATE)

STATE OF  
COUNTY OF

SS:

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, President, and \_\_\_\_\_, Secretary of \_\_\_\_\_, a(n) \_\_\_\_\_ corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such President and Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

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



**DESCRIPTION OF PARCEL & GRAIN SITE:**

PART OF SITE 1 OF CERTIFIED SURVEY MAP NO. 1073, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 24, T3N, R23E, TOWN OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24; THENCE N1°-49'-14"W, 752.94 FEET ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 24 TO THE SOUTH LINE OF CERTIFIED SURVEY MAP NO. 1073; THENCE S78°-29'-11"E, 408.09 FEET ALONG SAID SOUTH LINE TO THE WEST RIGHT OF WAY LINE OF S.T.H. "31"; THENCE N11°-30'-49"E, 314.13 FEET ALONG SAID WEST LINE; THENCE N11°-49'-57"E, 533.25 FEET ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF SITE 1 OF CERTIFIED SURVEY MAP NO. 1073 AND THE POINT OF BEGINNING; THENCE N78°-10'-03"W, 70.00 FEET ALONG THE NORTH RIGHT OF WAY LINE OF REGENCY WEST DRIVE TO THE BEGINNING OF A CURVE; THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 284.98 FEET ON A CHORD WHICH BEARS N65°-58'-20"W AND IS 120.40 FEET IN LENGTH; THENCE N12°-12'-40"E, 260.26 FEET; THENCE S80°-01'-50"E, 187.50 FEET TO THE WEST RIGHT OF WAY LINE OF S.T.H. "31"; THENCE ALONG THE ARC OF A CURVE OF SAID WEST LINE HAVING A RADIUS OF 16,440.22 FEET ALONG A CHORD WHICH BEARS S12°-12'-39.7"W AND IS 217.22 FEET IN LENGTH TO THE TERMINATION OF SAID CURVE; THENCE S11°-49'-57"W, 74.56 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 53,000 SQUARE FEET MORE OR LESS, 1.219 ACRES ±.

Lot 4 of Certified Survey Map No. 1170 being a redivision of Lots 2 and 3 of Certified Survey Map No. 1151 and Site 1 of Certified Survey Map No. 1073. Located in the Southwest 1/4 of Section 24 and the Southeast 1/4 of Section 23, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin.

51-008-03-22-23-031-014

Lot 3 of Certified Survey Map No. 1170 being a redivision of Lots 2 and 3 of Certified Survey Map No. 1151 and Site 1 of Certified Survey Map No. 1073. Located in the Southwest 1/4 of Section 24 and the Southeast 1/4 of Section 23, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin.

51-008-03-22-23-031-013

DESCRIPTION OF PARCEL 2-B (INGRESS & EGRESS TO MAIN SITE);  
PART OF SITE 1 OF CERTIFIED SURVEY MAP NO. 1073, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 24,  
T3N, R22E, TOWN OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS  
FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24; THENCE N1°-45'-14"W, 752.94  
FEET ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 24 TO THE SOUTH LINE OF CERTIFIED  
SURVEY MAP NO. 1073; THENCE S78°-29'-11"E, 408.09 FEET ALONG SAID SOUTH LINE TO THE WEST  
RIGHT OF WAY LINE OF S.T.E. "31"; THENCE N11°-30'-49"E, 314.13 FEET ALONG SAID WEST LINE;  
THENCE N11°-49'-57"E, 533.25 FEET ALONG SAID WEST LINE; THENCE N78°-10'-03"W, 70.00 FEET  
ALONG THE NORTH RIGHT OF WAY LINE OF REGENCY WEST DRIVE TO THE BEGINNING OF A CURVE;  
THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 284.98 FEET CW A CHORD WHICH BEARS  
N63°-58'-20.5"W AND IS 120.40 FEET IN LENGTH TO THE POINT OF BEGINNING; THENCE CONTINUING  
ALONG SAID CURVE ON A CHORD WHICH BEARS N51°-49'-14"W AND IS 19.46 FEET IN LENGTH; THENCE  
N12°-12'-40"E, 251.05 FEET; THENCE S88°-01'-50"W, 17.31 FEET; THENCE S12°-12'-40"W,  
260.26 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 4475 SQUARE FEET MORE OR LESS, 0.103 ACRES ±.

DESCRIPTION OF PARCEL 2-A (INGERS & BORRIS OVER MAIN SITE):  
 PART OF SITE 1 OF CERTIFIED SURVEY MAP NO. 1073, LOCATED IN THE SOUTHWEST ¼ OF SECTION 24,  
 13N, 22E, TOWN OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS  
 FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24; THENCE N1°-45'-14"W, 752.94  
 FEET ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF SECTION 24 TO THE SOUTH LINE OF CERTIFIED  
 SURVEY MAP NO. 1073; THENCE S78°-29'-11"E, 408.09 FEET ALONG SAID SOUTH LINE TO THE WEST  
 RIGHT OF WAY LINE OF S.T.R. #31; THENCE N11°-30'-49"E, 314.13 FEET ALONG SAID WEST LINE;  
 THENCE N11°-49'-57"E, 533.25 FEET ALONG SAID WEST LINE; THENCE N78°-10'-03"W, 70.00 FEET  
 ALONG THE NORTH RIGHT OF WAY LINE OF REGENCY WEST DRIVE TO THE BEGINNING OF A CURVE;  
 THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 284.98 FEET ON A CHORD WHICH BEARS  
 N65°-58'-20.5"W AND IS 120.40 FEET IN LENGTH TO THE POINT OF BEGINNING; THENCE  
 N12°-12'-40"E, 260.26 FEET; THENCE S80°-01'-50"E, 17.51 FEET; THENCE S12°-12'-40"W,  
 268.05 FEET TO THE NORTH RIGHT OF WAY LINE OF REGENCY WEST DRIVE; THENCE ALONG THE ARC OF  
 A CURVE OF SAID NORTH LINE HAVING A RADIUS OF 284.98 FEET ON A CHORD WHICH BEARS  
 N55°-40'-32"W AND IS 18.88 FEET IN LENGTH TO THE POINT OF BEGINNING.  
 SAID PARCEL OF LAND CONTAINING 4622 SQUARE FEET MORE OR LESS, 0.106 ACRES ±.

1247144

LAND USE AGREEMENT

This Agreement made and entered into as of November 12th, 1987, by and between LAND RECLAMATION, LTD., a Wisconsin Corporation and SEKAO, INC., a Wisconsin Corporation, both of Racine, Wisconsin, hereinafter collectively referred to as "Owners", and the CITY OF RACINE, WISCONSIN, A Municipal Corporation, hereinafter referred to as "City".

## WITNESSETH:

WHEREAS, the parties hereto are desirous of establishing standards for industrial development on the parcel of real estate made the subject of this agreement for the purpose of providing a transition between the industrial development and adjacent non-industrial properties. It is the intent that the development standards in this agreement shall address set-back areas and vehicular access.

Real Estate Subject to Agreement. The real estate subject to this agreement ("the real estate") is part of the parcel of land legally described on Exhibit "A", and depicted on the plat identified as Exhibit "B". Exhibits "A" and "B" are attached hereto and incorporated as a part of this agreement by reference.

For and in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1.00 SET-BACK. The Owners shall establish a set-back area of 100 feet ("Set-Back Area") running along the boundary of the real estate, easterly from the intersection of Oakes Road and Sixteenth Street and continuing on that boundary to a point which lies approximately 1,450 feet south of the centerline of Sixteenth Street along a line identical to the centerline of Emmertsen Road extended to the south. It is understood that the 100 foot set-back area along Owners' boundary shall in the future be adjusted to include additional property that may be acquired by Owners so that the set-back area on Owners' property shall not exceed 100 feet at any given boundary point.

1.01 The 100 foot set-back area shall be restricted by designating the area to be devoted to spatial separation and visually screening of the industrial development from the non-industrial area to the north and east. The set-back area will be dedicated to the installation and maintenance of earth berms, fencing, surface water drainage swales, landscaped green space, including trees and shrubs, and other compatible developments, which shall be in accordance with plans to be submitted by the Owners to the City, in care of the City Department of City Development, and subject to the approval by the City Plan Commission. Such plans or modification to plans shall be submitted by the Owners to the City upon written request directed to the Owners by the City.

1.02 Upon submission of plans or modifications to plans and before approval is granted by the City, the Owner shall furnish

23876-16, 23876-17, 23876-18, 23876-38, 23876-39

TS. # 23900 thru 23927

VOL 1896 PAGE 539

00894

12 30

2000

to the City a Performance Bond executed by it as surety, in an amount equal to the estimated cost of implementing the plan(s).

1.03 If the Owners fail to submit plans within six calendar months after request by the City as provided herein, the City shall at its option, be empowered to prepare plans which it shall submit to the Owners for implementation. If the Owners shall fail to implement the City's plans within four planting seasons (two calendar years), the City may implement the plans at Owners' expense. The Owners shall thereupon be liable under this agreement for the reasonable and necessary costs of implementing the City's plans, including the costs incurred by the City in plan preparation.

2.00 ACCESS. The parties further agree that vehicular access to the real estate from Sixteenth Street, Meadowlane Road, Sunset Street or Greenleaf Street shall be limited to automobile and small truck traffic, excepting, that in addition, Owners shall be permitted vehicular access to the real estate from said streets by all other types of vehicles which may from time to time be permitted by law or ordinance to travel on those streets. It is the intent of this provision that unless so permitted by law or ordinance, exterior access to the real estate for all heavy trucks or heavy equipment shall be restricted to points on Oakes Road and Twenty-First Street and Owners shall provide an internal roadway system for such heavy trucks and equipment within the real estate to serve its industrial users.

Notices under this agreement shall be sent to the following persons at the following addresses by United States mail, postage prepaid.

Owner: Land Reclamation, Ltd.  
1777 Oakes Road  
Racine, Wisconsin 53406

City: Director of City Development  
730 Washington Avenue  
Racine, Wisconsin 53403

All provisions of the City zoning ordinance, subdivision ordinance and other City ordinances not in conflict with this agreement shall be applicable to the development of said real estate.

This agreement shall be binding upon the parties hereto, together with their heirs, executors, successors, and assigns, and shall be considered to be a covenant running with the land.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names, and their respective corporate seals to be hereonto affixed, attested to by their duly authorized officers, all as of the date first above written.

(Testimonium Page Follows)

ATTST:

As to the signature of  
Richard F. Meissner

Joseph J. Muratore Sr.  
Joseph J. Muratore, Sr.  
As to the signature of  
Glenn Oakes

Joseph J. Muratore Sr.  
Joseph J. Muratore, Sr.

ATTST:

As to the signature of  
Richard F. Meissner

Joseph J. Muratore Sr.  
Joseph J. Muratore, Sr.

As to the signature of  
Glenn Oakes

Joseph J. Muratore Sr.  
Joseph J. Muratore, Sr.

ATTST:

As to the signature of  
N. Owen Davies

Joseph E. Boyle  
Joseph E. Boyle

As to the signature of  
Anthony J. Schlaffer

Diane I. Schacht  
Diane I. Schacht

OWNERS:

LAND RECLAMATION, LTD.

By Richard F. Meissner  
Official Capacity  
Richard F. Meissner, Executive Vice-  
Countersigned: Pres.

By Glenn Oakes  
Glenn Oakes, President

(SEAL)

SEKAO, INC.,

By Richard F. Meissner  
Official Capacity  
Richard F. Meissner, Treasurer

Countersigned:

By Glenn Oakes  
Glenn Oakes, President

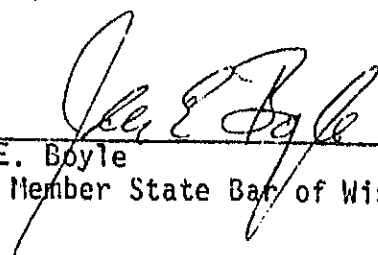
CITY OF RACINE

By N. Owen Davies  
N. Owen Davies, Mayor

By Anthony J. Schlaffer  
Anthony J. Schlaffer,  
City Clerk

(Seal)

Signatures of N. OWEN DAVIES, Mayor, and ANTHONY J. SCHLAFFER, City Clerk,  
authenticated this 12th day of November, 1987.

  
\_\_\_\_\_  
Joseph E. Boyle  
Title: Member State Bar of Wisconsin

Signatures of GLENN OAKES and RICHARD F. MEISSNER, authenticated  
this 19th day of November, A.D., 1987.

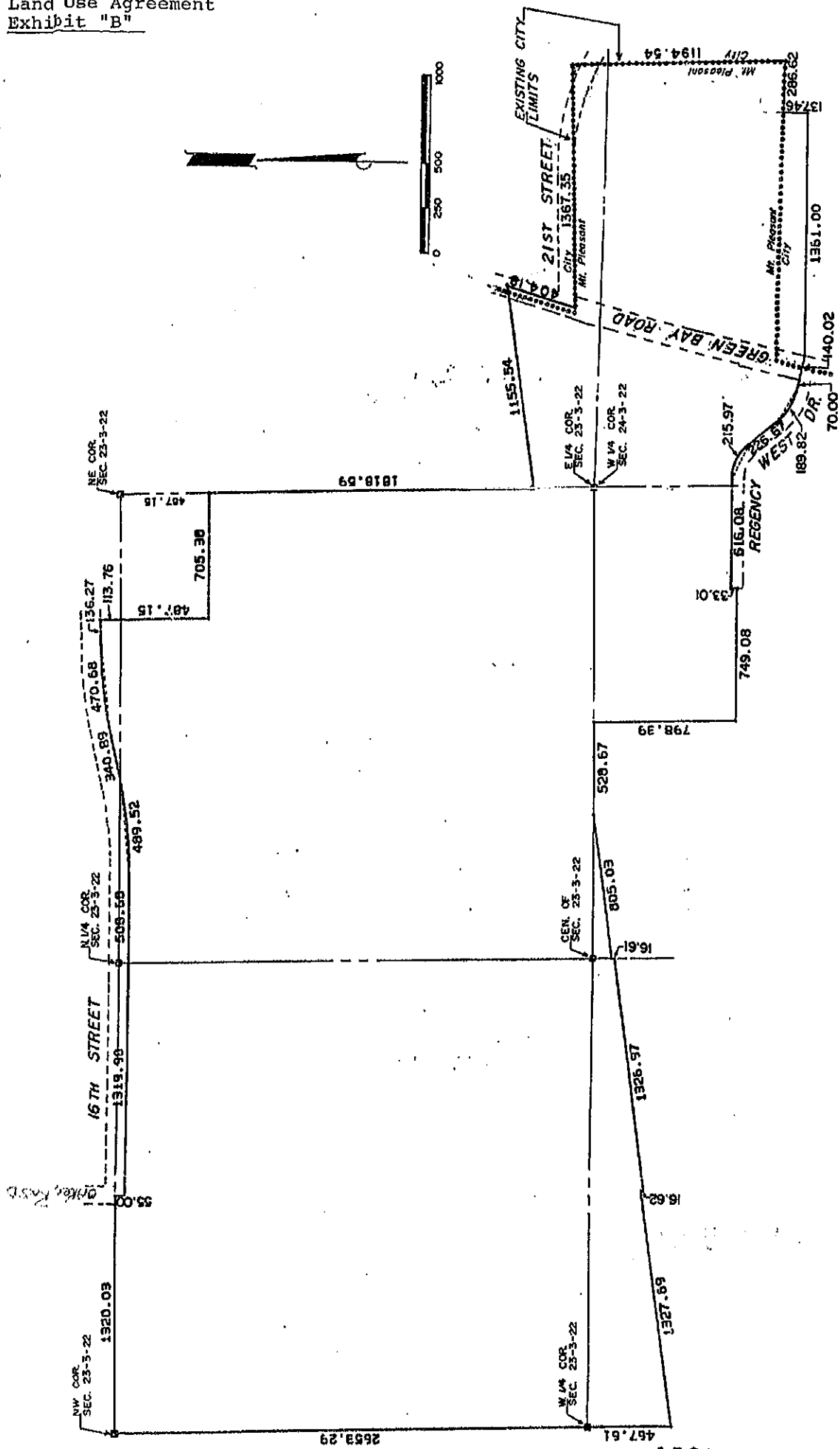
  
\_\_\_\_\_  
Joseph J. Muratore, Sr.  
Title: Member State Bar of Wisconsin



Nov. 12, 1987  
LAND USE AGREEMENT  
Exhibit "A"

That part of the Southeast  $\frac{1}{4}$  of Section 14, the Northwest  $\frac{1}{4}$ , Northeast  $\frac{1}{4}$ , Southwest  $\frac{1}{4}$  and Southeast  $\frac{1}{4}$  of Section 23, and the Southwest  $\frac{1}{4}$  of Section 24, all in Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a standard Racine County monument marking the Northwest corner of the Northwest  $\frac{1}{4}$  of said Section 23; run thence N89°36'28"E 1320.03 feet along the North line of said Section 23; thence S01°36'45"E 55.00 feet to the South line of 16th Street; thence N89°36'28"E 1319.98 feet along said South line of 16th Street; thence N89°08'28"E 508.68 feet along said South line of 16th Street to a point on a curve of Southerly convexity whose radius is 2409.19 feet and whose chord bears N83°19'12"E 488.68 feet; thence Easterly on the arc of said curve and the South line of 16th Street 489.52 feet; thence N77°29'57"E 340.89 feet along the South line of 16th Street to a point on a curve of Northerly convexity whose radius is 2242.05 feet and whose chord bears N83°24'52"E 469.82 feet; thence Easterly 470.68 feet on the arc of said curve and the South line of 16th Street to a point on a curve of Southerly convexity whose radius is 2219.00 feet and whose chord bears N87°40'10"E 136.25 feet; thence Easterly on the arc of said curve and the South line of 16th Street 136.27 feet; thence S01°50'10"E 113.76 feet to the North line of said Section 23; thence S01°45'43"E 487.15 feet; thence N89°08'29"E 705.38 feet to the West line of said Section 24; thence S01°45'43"E 1818.59 feet along the West line of said Section 24 to the Northerly line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence N81°38'51"E 1155.54 feet along said right of way to the centerline of Green Bay Road and a point on a curve of Westerly convexity whose radius is 16370.22 feet and whose chord bears S16°54'01"W 404.18 feet; thence Southerly on the arc of said curve and said centerline 404.18 feet to the projected South line of Twenty-first Street; thence N88°27'33"E 1367.35 feet along the projected South line and actual South line of Twenty-first Street; thence S01°33'25"E 1194.54 feet parallel to the North-South  $\frac{1}{4}$  line of said Section 24; thence N89°08'05"W 286.62 feet parallel to the East-West  $\frac{1}{4}$  line of said Section 24; thence S00°08'19"E 137.46 feet; thence S89°51'41"W 1361.00 feet to the East line of Green

Bay Road; thence N79°01'46"W 140.02 feet to the West line of Green Bay Road and the North line of Regency West Drive; thence N78°10'03"W 70.00 feet along the North line of Regency West Drive to a point on a curve of Southwesterly convexity whose radius is 284.98 feet and whose chord bears N59°05'06"W 186.33 feet; thence Northwesterly on the arc of said curve and the Northerly line of Regency West Drive 189.82 feet; thence N40°00'10"W 226.67 feet on the Northerly line of Regency West Drive to a point on a curve of Northeasterly convexity whose radius is 245.04 feet and whose chord bears N65°15'07"W 209.04 feet; thence Northwesterly on the arc of said curve and the Northerly line of Regency West Drive 215.97 feet; thence S89°29'55"W 616.08 feet along the North line of Regency West Drive; thence S01°45'14"E 33.01 feet; thence S89°29'55"W 749.08 feet; thence N01°38'03"W 798.39 feet to the East-West  $\frac{1}{4}$  line of said Section 23; thence S89°05'04"W 528.67 feet to the Southerly line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence S81°38'51"W 805.03 feet along said right of way to the North-South  $\frac{1}{4}$  line of said Section 23; thence S01°45'01"E 16.61 feet along said North-South  $\frac{1}{4}$  line to the Southerly line of said Railroad right of way; thence S81°38'51"W 1326.97 feet along said right of way; thence S81°38'51"W 1327.69 feet along said right of way to the West line of said Section 23; run thence N01°29'21"W 467.61 feet along said West line of said Section 23 to the West  $\frac{1}{4}$  corner of said Section 23; thence N01°39'38"W 2653.29 feet to the point of beginning. Containing 429.677 acres including the land within Green Bay Road and Twenty-first Street.



CONSENT OF SOLE DIRECTOR OF LAND RECLAMATION, LTD.  
IN LIEU OF MEETING

\*\*\*\*\*

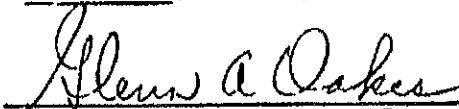
The undersigned, being the sole director of the above captioned Wisconsin Corporation, hereinafter also referred to as the Corporation, acting pursuant to the provisions of Section 180.91 of the Business Corporations' Act of the State of Wisconsin, does hereby consent in lieu of meeting to the adoption of the following resolutions:

RESOLVED, that the Land Use Agreement, a copy of which is attached hereto, incorporated as a part hereof, shall be and the same is hereby approved for execution by the Corporation,

RESOLVED FURTHER, that the officers of the Corporation are directed and authorized to execute said Land Use Agreement on behalf of the Corporation and to take all necessary and appropriate action to consummate the terms of the agreement.

RESOLVED FURTHER, that all prior actions of the officers of the Corporation taken pursuant to the said Land Use Agreement shall be and the same are hereby approved in all respects, and ratified as authorized acts of the Corporation.

Dated November 12th, A.D., 1987.



Glenn A. Oakes, Sole Director of  
Land Reclamation, Ltd.

CONSENT OF SOLE DIRECTOR OF SEKAO, INC.,  
IN LIEU OF MEETING

\*\*\*\*\*

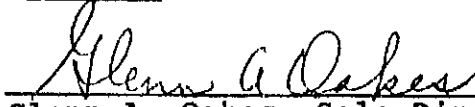
The undersigned, being the sole director of the above captioned Wisconsin Corporation, hereinafter also referred to as the Corporation, acting pursuant to the provisions of Section 180.91 of the Business Corporations' Act of the State of Wisconsin, does hereby consent in lieu of meeting to the adoption of the following resolutions:

RESOLVED, that the Land Use Agreement, a copy of which is attached hereto, incorporated as a part hereof, shall be and the same is hereby approved for execution by the Corporation,

RESOLVED FURTHER, that the officers of the Corporation are directed and authorized to execute said Land Use Agreement on behalf of the Corporation and to take all necessary and appropriate action to consummate the terms of the agreement.

RESOLVED FURTHER, that all prior actions of the officers of the Corporation taken pursuant to the said Land Use Agreement shall be and the same are hereby approved in all respects, and ratified as authorized acts of the Corporation.

Dated November 12th, A.D., 1987.

  
\_\_\_\_\_  
Glenn A. Oakes, Sole Director of  
Sekao, Inc.

Register's Office } SS  
Racine County, Wis. } *yh*  
Received for Record 30th day of  
December A.D. 19 87 at 11:07  
o'clock A.M. and recorded in Volume 1896  
of Records on page 539-547

*Helan M. Schuttler*  
Register of Deeds

VOL 1896 PAGE 547

1258995

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) to them paid, the receipt whereof is hereby acknowledged, WILLIAM A. HEINLEIN and STEVEN C. BOYSA d/b/a CREATIVE EQUATIES COMPANY, a Wisconsin general partnership, Lessor, and COUSINS SUBMARINES, INC., Lessee, owner.s and grantor.s, do hereby convey unto

**WISCONSIN ELECTRIC POWER COMPANY**

and

WISCONSIN BELL, INC.

grantees, their successors and assigns, the right, permission and authority to construct, install, operate, repair, maintain and replace conduit and cables underground, together with ~~accessories and~~ other appurtenant equipment; also the right to construct, install, operate, maintain and replace (an) electric pad-mounted transformer ~~box and electric pad-mounted and above ground~~, together with (a) concrete slab ~~box~~, pedestal ~~box~~, terminals, markers and other necessary and usual appurtenant equipment above ground, all for the purpose of transmitting electric energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, and for telephone service upon, across, within and beneath a strip of land 12 feet in width being a part of the grantors' premises described as Parcel 4 of Certified Survey Map No. 1255 recorded in the Office of the Register of Deeds for Racine County, Wisconsin, in Volume 3 of Certified Survey Maps, on Pages 652 through 654, as Document No. 1236698, and being a part of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, City of Racine, Racine County, Wisconsin.

(Tax Key No. 276-0000-23904-000)

Register's Office  
Racine County, Wis. } SS

Received for Record 20th day of June A.D. 19 88 at 9:45 o'clock A. M. and recorded in Volume 1918 of Records on page 54

8- Shelton M. Schuttner  
Register of Deeds

(If necessary, continue on reverse side)

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

The right, permission and authority is also granted to each of said grantees, their successors and assigns, to construct, install, operate, maintain and replace one (1) electric and one (1) telephone underground service lateral in and under the grantor.s premises for the purpose of extending electric and telephone service to said premises. Said underground service laterals to be installed at such time and in such location as grantees, their successors and assigns, may deem necessary.

The right, permission and authority is also granted said grantees, their successors and assigns, to trim and/or cut down certain trees and/or brush where said trees and/or brush interfere with the installation or maintenance of underground facilities or represent a hazard to such facilities.

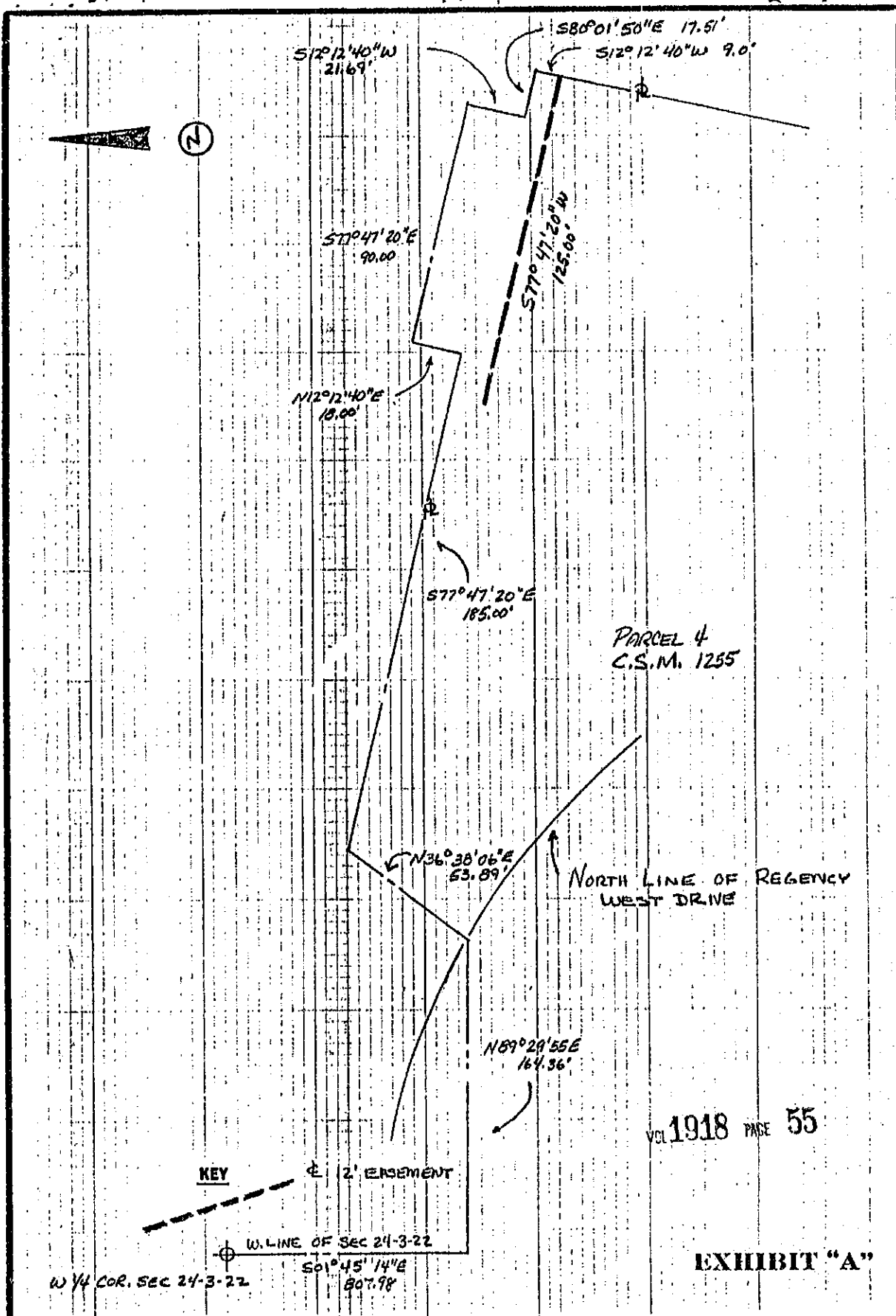
The grantor.s, their heirs, successors and assigns, covenant and agree that no building or structure will be erected over and/or under or placed in such close proximity to said underground and/or above ground electric and telephone facilities as to create a violation of the Wisconsin State Electrical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

The grantor.s, their heirs, successors and assigns, further covenant and agree that the elevation of the existing ground surface within the easement areas will not be altered by more than four (4) inches without the written consent of grantees.

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

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

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



VCL 1918 PAGE 55

EXHIBIT "A"

REVISIONS	WISCONSIN ELECTRIC POWER COMPANY	DRAWN BY S. KERN
	PARCEL 4 OF C.S.M. 1255 PART OF THE SW 1/4 OF SEC 24 T3N R23 IN THE CITY OF RACINE, RACINE COUNTY WISCONSIN.	CHECKED BY —
		APPROVED BY —
		SCALE: NONE
		DATE 4-26-88
		IDO 5809072A XX29544

IN WITNESS WHEREOF, the said CREATIVE EQUATIES COMPANY, a Wisconsin General Partnership, has caused these presents to be signed by its Partners this 16 day of May, 1988, and the said COUSINS SUBMARINES, INC. has caused these presents to be signed by its \_\_\_\_\_ President and attested to by its SECRETARY, and its corporate seal to be hereunto affixed this 10<sup>th</sup> day of May, 1988.

In Presence Of:

CREATIVE EQUATIES COMPANY

By: [Signature]  
William A. Heinlein Partner

By: [Signature]  
Steven C. Boysa Partner

COUSINS SUBMARINES, INC.

By: [Signature]  
William F. Specht President

By: [Signature]  
James F. Sheppard, Vice President

STATE OF Wisconsin)  
Milwaukee COUNTY) :SS

Personally came before me this 16<sup>th</sup> day of May, 1988, WILLIAM A. HEINLEIN & STEVEN C. BOYSA, Partners of CREATIVE EQUATIES COMPANY, a Wisconsin general partnership, to me known to be the persons who executed the foregoing and attached instrument and acknowledged that they have executed the foregoing and attached instrument as such Partners, as the deed of said partnership, by its authority.

[Signature]  
Eileen M. Stadler  
Notary Public Milw. Co. Wis.  
My commission expires 8/26/90

STATE OF WISCONSIN)  
WAUKESHA COUNTY) :SS

Personally came before me this 10<sup>th</sup> day of MAY, 1988, WILLIAM F. SPECHT, President and JAMES F. SHEPPARD, VICE-PRESIDENT, of the above named corporation, COUSINS SUBMARINES, INC., known to me to be the persons who executed the foregoing instrument and to me known to be such \_\_\_\_\_ President and VICE PRESIDENT of said corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said corporation, by its authority.

[Signature]  
John E. Walloch  
Notary Public \_\_\_\_\_ Co. \_\_\_\_\_  
My commission expires 3-11-1990

580989-2A

This instrument was drafted by Robert G. Sanford on behalf of Wisconsin Electric Power Company.



Document Number

**DISTRIBUTION EASEMENT  
UNDERGROUND JOINT**

WR NO. 2532220

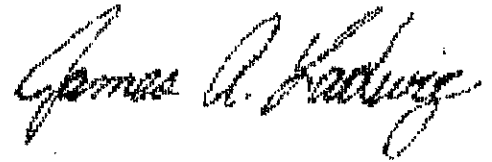
For good and valuable consideration which **MRG HOLDINGS, LLC**, a Wisconsin limited liability company, a 15% interest & **DANGIE HOLDINGS, LLC**, a Wisconsin limited liability company, a 85% interest, as tenants in common, hereinafter referred to as "grantor", owners of land, acknowledges receipt of, grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation doing business as **We Energies & WISCONSIN BELL, INC. D/B/A AT & T-WISCONSIN** hereinafter referred to as "grantee", a permanent easement upon, within and beneath a part of grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land varying in width being a part of the grantor's premises described as Parcel 4 of Certified Survey Map No. 1255; said CSM being recorded in the office of the Register of Deeds for Racine County, Wisconsin in Volume 3 of Certified Survey Maps on Pages 652-657 as Document No. 1236698; said premises being more particularly described in that certain Warranty Deed recorded in the office of the Register of Deeds for Racine County, Wisconsin as Document No. 2071037 and being located in the Southwest ¼ of Section 24, Town 3 North, Range 22 East, Village of Mount Pleasant, Racine County, Wisconsin.

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

1. **Purpose:** The purpose of this easement is to install, maintain and replace underground utility facilities, conduit and cables, electric pad-mounted transformers, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, 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. 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 the grantor's land for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** The grantor agrees that no structures will be erected in the easement area or in such a manner as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
4. **Elevation:** The grantor agrees that the elevation of the existing ground surface 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 the grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by the grantee or its agents. This restoration, however, does not apply to the initial installation of said 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 some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

r:\data\as\real estate\eo\wascvmrgholdings.doc



JAMES A LADWIG

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$15.00



## RETURN TO:

We Energies

PROPERTY RIGHTS &amp; INFORMATION GROUP

231 W. MICHIGAN STREET, ROOM A252

PO BOX 2046

MILWAUKEE, WI 53201-2046

276-0000-23904-000

(Parcel Identification Number)

Grantors:  
MRG HOLDINGS, LLC  
A Limited Liability Company

By: Michael R. Goetz

~~By~~ MICHAEL R. GOETZ

Acknowledged before me in Waukesha County, Wisconsin on 9/22 2006, by  
Michael R. Goetz, ~~and~~ Managing

Member, of MRG HOLDINGS, LLC, a Wisconsin limited liability company, in its name and on its behalf.

Margaret M. Atwood  
Notary Public Signature, State of Wisconsin

Margaret M. Atwood  
Notary Public Name (Typed or Printed)  
My commission expires 3/22/09

(NOTARY STAMP/SEAL)

DANGIE HOLDINGS, LLC  
A Limited Liability Company

By: [Signature] Daniel B. Genzel

By: [Signature] Daniel B. Genzel

Acknowledged before me in Waukesha County, Wisconsin on 9/22 2006, by  
Daniel B. Genzel, ~~and~~ Managing

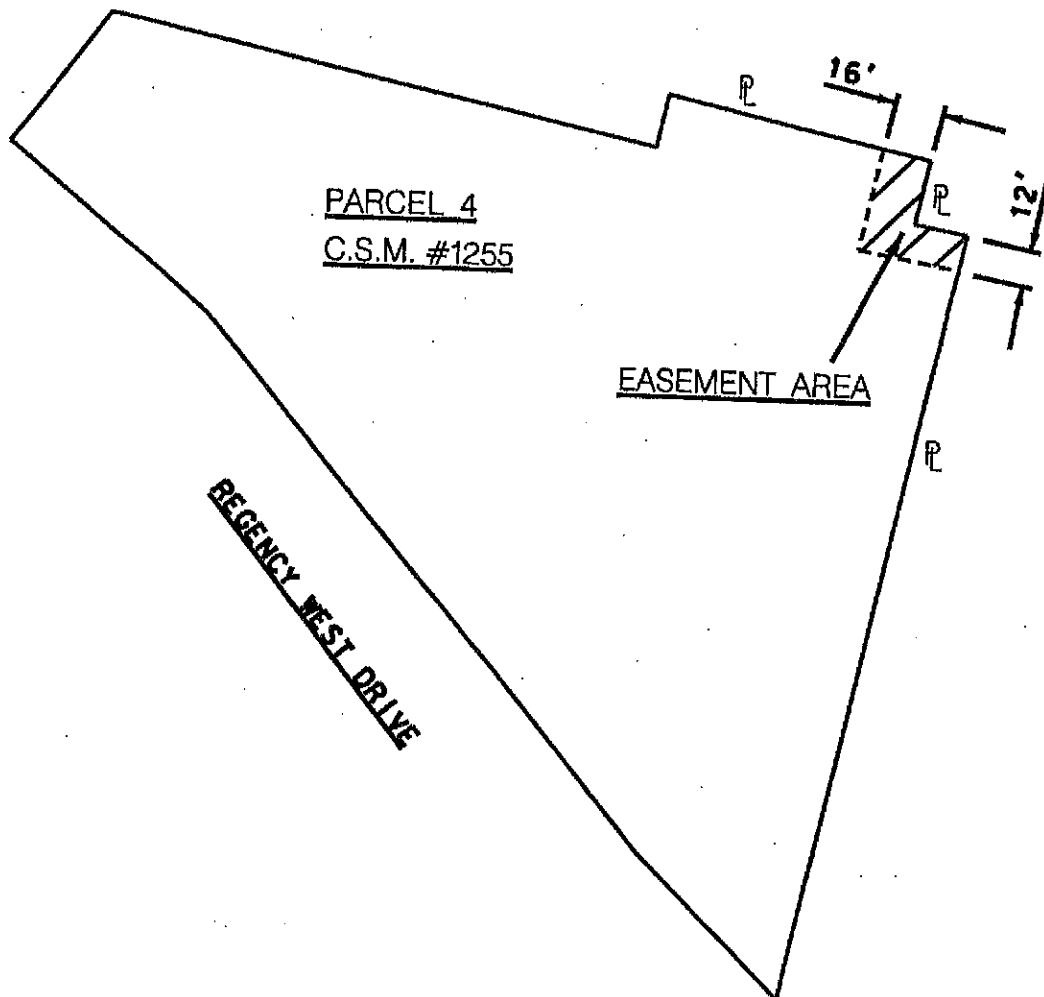
Member, of DANGIE HOLDINGS, LLC, a Wisconsin limited liability company, in its name and on its behalf.

Margaret M. Atwood  
Notary Public Signature, State of Wisconsin

Margaret M. Atwood  
Notary Public Name (Typed or Printed)  
My commission expires 3/22/09

(NOTARY STAMP/SEAL)

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



**EXHIBIT "A"**  
NOT TO SCALE

IDO 2532220	PART OF PARCEL 4, CSM 1255, IN THE SOUTHWEST 1/4 OF SECTION 24, TOWN 3 NORTH, RANGE 22 EAST, CITY OF RACINE, RACINE COUNTY, WISCONSIN.	DRAWN BY Dave Sattler
REVISIONS		DATE August 23, 2006

1243013

AN ORDINANCE

Register's Office  
Racine County, Wis.

Received for Record *2 pm* day of *Oct* A.D. 1987 at *3:36* o'clock *P*. M. and recorded in Volume *1888* of *Records* on page *143-144A*

*Henry M. Schuttner*  
16-00 *File* Register of Deeds

An ordinance to provide for the annexation of certain territory contiguous to the City of Racine.

The Common Council of the City of Racine do ordain as follows:

Part 1.

Section 1

TERRITORY ANNEXED

That in accordance with Section 66.021, Wis. Stats., and the Petition for Annexation filed with the City Clerk on the 5th Day of October, 1987, signed by the majority of the owners of one-half or more of the land in area within the territory to be annexed and by all of the electors residing in such territory, the territory described on Exhibit A attached hereto lying in the Town of Mt. Pleasant, Racine County, Wisconsin, and contiguous to the City of Racine be and the same is hereby annexed to the City of Racine, Wisconsin.

Section 2

EFFECT OF ANNEXATION

From and after the date of this ordinance, the corporate limits of the City of Racine are hereby extended so as to include said territory for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Racine.

Section 3

DISTRICT DESIGNATION

The limits of the Fourteenth Aldermanic District are hereby extended in such a manner as to include said territory.

*File*

3799 10 27 1600 1

Section 4

SEVERABILITY

If any provision of this ordinance or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Part 2.

This ordinance shall take effect upon passage.

Passed by the Common Council

10-13-87

Approved

10-14-87

N. Owen Davis  
Mayor

Attest:

Anthony J. Schlaffer  
City Clerk

PETITION FOR DIRECT ANNEXATION TO THE  
CITY OF RACINE, WISCONSIN

ANNEXATION EXHIBIT "A"

Legal Description of Territory  
Proposed to be Annexed.

That part of the Southeast  $\frac{1}{4}$  of Section 14, the Northwest  $\frac{1}{4}$ , Northeast  $\frac{1}{4}$ , Southwest  $\frac{1}{4}$  and Southeast  $\frac{1}{4}$  of Section 23, and the Southwest  $\frac{1}{4}$  of Section 24, all in Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a standard Racine County monument marking the Northwest corner of the Northwest  $\frac{1}{4}$  of said Section 23; run thence N89°36'28"E 1320.03 feet along the North line of said Section 23; thence S01°36'45"E 55.00 feet to the South line of 16th Street; thence N89°36'28"E 1319.98 feet along said South line of 16th Street; thence N89°08'28"E 508.68 feet along said South line of 16th Street to a point on a curve of Southerly convexity whose radius is 2409.19 feet and whose chord bears N83°19'12"E 488.68 feet; thence Easterly on the arc of said curve and the South line of 16th Street 489.52 feet; thence N77°29'57"E 340.89 feet along the South line of 16th Street to a point on a curve of Northerly convexity whose radius is 2242.05 feet and whose chord bears N83°24'52"E 469.82 feet; thence Easterly 470.68 feet on the arc of said curve and the South line of 16th Street to a point on a curve of Southerly convexity whose radius is 2219.00 feet and whose chord bears N87°40'10"E 136.25 feet; thence Easterly on the arc of said curve and the South line of 16th Street 136.27 feet; thence S01°50'10"E 113.76 feet to the North line of said Section 23; thence S01°45'43"E 487.15 feet; thence N89°08'29"E 705.38 feet to the West line of said Section 24; thence S01°45'43"E 1818.59 feet along the West line of said Section 24 to the Northerly line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence N81°38'51"E 1155.54 feet along said right of way to the centerline of Green Bay Road and a point on a curve of Westerly convexity whose radius is 16370.22 feet and whose chord bears S16°54'01"W 404.18 feet; thence Southerly on the arc of said curve and said centerline 404.18 feet to the projected South line of Twenty-first Street; thence N88°27'33"E 1367.35 feet along the projected South line and actual South line of Twenty-first Street; thence S01°33'25"E 1194.54 feet parallel to the North-South  $\frac{1}{4}$  line of said Section 24; thence N89°08'05"W 286.62 feet parallel to the East-West  $\frac{1}{4}$  line of said Section 24; thence S00°08'19"E 137.46 feet; thence S89°51'41"W 1361.00 feet to the East line of Green

Bay Road; thence N79°01'46"W 140.02 feet to the West line of Green Bay Road and the North line of Regency West Drive; thence N78°10'03"W 70.00 feet along the North line of Regency West Drive to a point on a curve of Southwesterly convexity whose radius is 284.98 feet and whose chord bears N59°05'06"W 186.33 feet; thence Northwesterly on the arc of said curve and the Northerly line of Regency West Drive 189.82 feet; thence N40°00'10"W 226.67 feet on the Northerly line of Regency West Drive to a point on a curve of Northeasterly convexity whose radius is 245.04 feet and whose chord bears N65°15'07"W 209.04 feet; thence Northwesterly on the arc of said curve and the Northerly line of Regency West Drive 215.97 feet; thence S89°29'55"W 616.08 feet along the North line of Regency West Drive; thence S01°45'14"E 33.01 feet; thence S89°29'55"W 749.08 feet; thence N01°38'03"W 798.39 feet to the East-West  $\frac{1}{2}$  line of said Section 23; thence S89°05'04"W 528.67 feet to the Southerly line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence S81°38'51"W 805.03 feet along said right of way to the North-South  $\frac{1}{2}$  line of said Section 23; thence S01°45'01"E 16.61 feet along said North-South  $\frac{1}{2}$  line to the Southerly line of said Railroad right of way; thence S81°38'51"W 1326.97 feet along said right of way; thence N01°36'45"W 16.62 feet along said right of way; thence S81°38'51"W 1327.69 feet along said right of way to the West line of said Section 23; run thence N01°29'21"W 467.61 feet along said West line of said Section 23 to the West  $\frac{1}{2}$  corner of said Section 23; thence N01°39'38"W 2653.29 feet to the point of beginning. Containing 429.677 acres including the land within Green Bay Road and Twenty-first Street.

# LAND USE PLAN




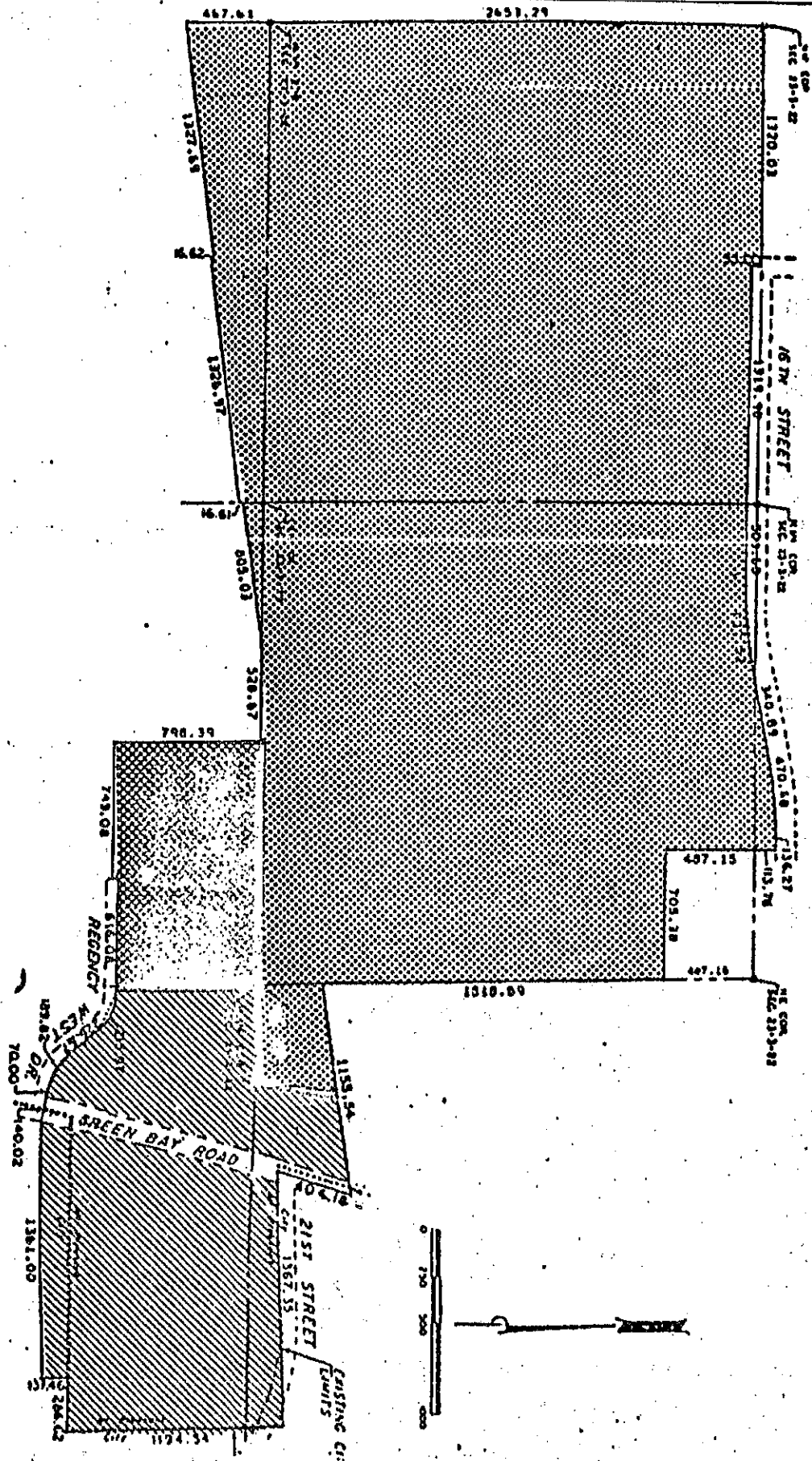




-  HEAVY INDUSTRY
-  COMMUNITY BUSINESS
-  GENERAL BUSINESS

EXHIBIT "A"





# ZONING OF ANNEXED AREA

-  I-2 GENERAL INDUSTRIAL
-  B-2 COMMUNITY SHOPPING
-  B-3 GENERAL COMMERCIAL
-  O/I OFFICE INSTITUTIONAL

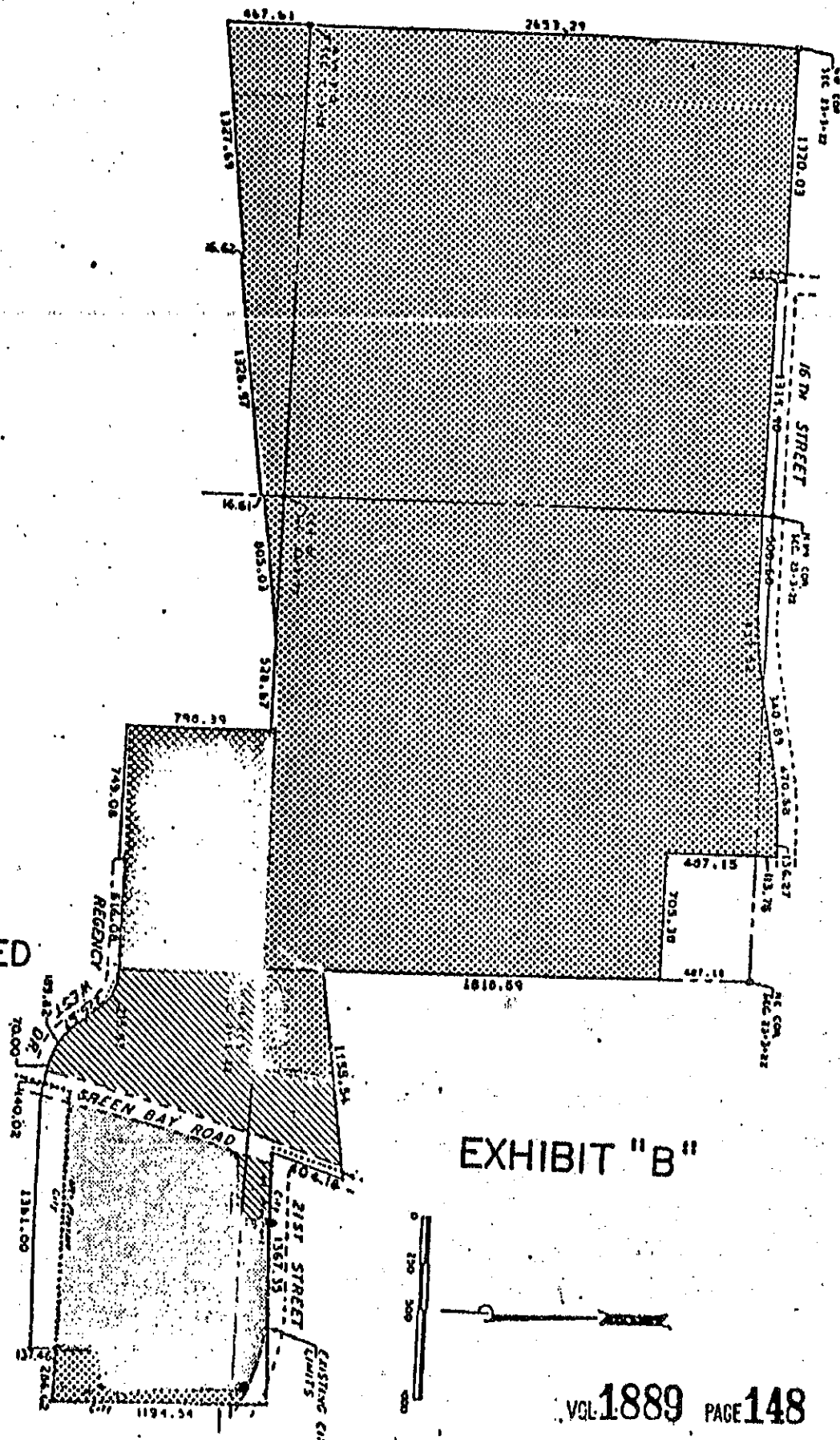
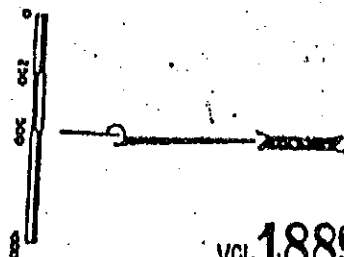
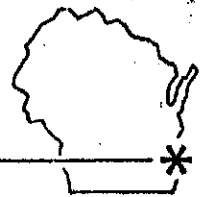


EXHIBIT "B"



city of **RACINE** ...racine, wisconsin



CITY CLERK'S OFFICE

Anthony J. Schlaffer  
City Clerk



STATE OF WISCONSIN )  
COUNTY OF RACINE )

I, Anthony J. Schlaffer, City Clerk for the City  
of Racine, County of Racine, State of Wisconsin, DO HEREBY  
CERTIFY that the foregoing is a true and correct copy of An  
ordinance, which was adopted under Items 2(3) and 3(2) of  
the meeting that was held on October 13, 1987.

Dated this 16th day of October, 1987.

*Anthony J. Schlaffer*

SEAL

Mt. Pleasant  
Parcel #'s

County Comupter #'s

New City Parcel #'s

M2-24-11	008-03-22-24-018-000	276-0000-23901-000.
M2 24-11-6	008-03-22-24-018-002	276-0000-23901-000.
M2-24-11100	008-03-22-24-018-100	276-0000-23900-000.
M2-24-11110	008-03-22-24-018-110	276-0000-23902-000.
M2-23-9-14	008-03-22-23-031-014	276-0000-23903-000.
M2-24-11120	008-03-22-24-018-120	276-0000-23904-000.
M2-24-10	008-03-22-24-016-000	276-0000-23905-000.
M2 24-14-1	008-03-22-24-024-100	276-0000-23906-000.
M2-23-3-4	008-03-22-23-021-000	276-0000-23907-000.
M2-23-8	008-03-22-23-030-000	276-0000-23908-000.
M2-23-71 (Pt)	008-03-22-23-092-000	276-0000-23908-000.
M2-23-3-2	008-03-22-23-019-000	276-0000-23909-000.
M2-23-3-6	008-03-22-23-023-000	276-0000-23910-000.
M2-23-3-1	008-03-22-23-018-000	276-0000-23911-000.
M2-23-3-3	008-03-22-23-020-000	276-0000-23912-000.
M2-23-3-C	008-03-22-23-017-030	276-0000-23913-000.
M2-23-3-B	008-03-22-23-017-020	276-0000-23914-000.
M2-23-3	008-03-22-23-017-000	276-0000-23915-000.
M2-23-3-A	008-03-22-23-017-010	276-0000-23916-000.
M2-23-200	008-03-22-23-200-000	276-0000-23917-000.
M2-23-3-5	008-03-22-23-022-000	276-0000-23918-000.
M2-23-2	008-03-22-23-016-000	276-0000-23919-000.
Pt M2 14-28-1-1	008-03-22-14-096-000	276-0000-23920-000.
Pt M2-14-28	008-03-22-14-094-000	276-0000-23921-000.
Pt M2-23-1	008-03-22-23-001-001	276-0000-23922-000.
M2-23-12	008-03-22-23-033-000	276-0000-23923-000.
Pt M2-14-27	008-03-22-14-086-000	276-0000-23924-000.
M2-23-2-1/	008-03-22-23-016-001	276-0000-23925-000.
M2-24-14	008-03-22-24-024-000	276-0000-23926-000.
M2-24-200	008-03-22-24-200-000	276-0000-23927-000.
M2-24-15-5-1	008-03-22-24-026-000	276-0000-23876-038.
M2-24-15	008-03-22-24-025-000	276-0000-23876-017.
M2-24-15-1	008-03-22-24-025-001	276-0000-23876-018.
M2-24-15-2	008-03-22-24-025-002	276-0000-23876-016.

W. B. A.	428B (4/16)	11429
----------	-------------	-------

© 2016 Wisconsin Bankers Association/Distributed by FIPCO®

Document #: **2469949**  
 Date: 07-19-2017 Time: 10:40 AM Pages: 3  
 Fee: \$30.00 County: RACINE State: WI  
 Requesting Party: Heritage Title Services, Inc.  
 Register of Deeds: TYSON FETTES  
 RACINE COUNTY REGISTER OF DEEDS

\*\*The above recording information verifies this document has been electronically recorded and returned to Heritage Title Services, Inc.\*\*

**REAL ESTATE MORTGAGE**  
 (Use Only to Secure Business Transactions)

JMC PROPERTIES LOC160 LLC, A Wisconsin limited liability company

\_\_\_\_\_, ("Mortgagor,"  
 whether one or more), whose address is 7430 Harwood Ave Suite 100, Wauwatosa, WI 53213

\_\_\_\_\_, mortgages, conveys, assigns, grants a security interest in and warrants to First Federal Bank of Wisconsin

\_\_\_\_\_, ("Lender"),  
 whose address is 1617 E. Racine Avenue, Waukesha, WI 53186

In consideration of the sum of One Million Two Hundred Seventy Thousand Dollars and 00/100

(\$ 1,270,000.00), loaned or to be loaned to JMC PROPERTIES LOC160 LLC

("Borrower," whether one or more) by Lender, evidenced by Borrower's note(s) or agreement(s) dated June 29, 2017

the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, all existing and future improvements and all goods that are or are to become fixtures (all called the "Property") to secure the Obligations described in paragraph 5, including, but not limited to, repayment of the sum stated above plus certain other debts, obligations and liabilities arising out of past, present and future credit granted by Lender. **SINCE THIS MORTGAGE SECURES ALL OBLIGATIONS DESCRIBED IN PARAGRAPH 5, IT IS ACKNOWLEDGED AND AGREED THAT THIS MORTGAGE MAY SECURE OBLIGATIONS FROM TIME TO TIME IN A DOLLAR AMOUNT GREATER THAN THE DOLLAR AMOUNT STATED ABOVE.**

☐ If checked here, and not in limitation of paragraph 5, this Mortgage is given to secure all sums advanced and re-advanced to Borrower by Lender from time to time under the revolving credit agreement between Borrower and Lender described above.

1. Description of Property. (This Property is not the homestead of Mortgagor.)

PARCEL I: Parcel 4 of Certified Survey Map No. 1256, recorded August 4, 1987 in Volume 3 of Certified Survey Maps, Page 652, as Document No. 1236698, being a part of the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 24, and the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin.

PARCEL II: Non-exclusive easement for ingress and egress for the benefit of Parcel I as disclosed in Easement, Maintenance and Recapture Agreement entered into by and between Racine County, Wisconsin and McDonald's corporation, a Delaware Corporation, recorded October 23, 1988 in Volume 1827 of Records, Page 189, as Document No. 1209322.

Address: 6116 Regency West Drive, Racine, WI

Recording Area

Name and Return Address

First Federal Bank of Wisconsin  
 P.O. Box 1198  
 Waukesha, WI 53187

276-00-00-23-804-000

Parcel Identifier No.

- ☐ If checked here, description continues or appears on attached sheet(s).
- ☐ If checked here, this Mortgage is a construction mortgage.
- ☐ If checked here, Condominium Rider is attached.

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and n/a

3. Escrow. Interest will not be paid on escrowed funds if an escrow is required under paragraph 6(a).

4. Additional Provisions. This Mortgage includes the additional provisions on pages 2 and 3, which are made a part of this Mortgage.

#### ADDITIONAL PROVISIONS

5. **Mortgage as Security.** This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges, according to the terms of the promissory note(s) or agreement(s) of Borrower to Lender identified in the first paragraph of this Mortgage, and any extensions, renewals or modifications of such promissory note(s) or agreement(s), plus (b) except as disclaimed below, all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Mortgagee, to any Mortgagee and another or to another guaranteed or endorsed by any Mortgagee, plus all interest and charges, plus (c) all costs and expenses of collection or enforcement (all called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. This Mortgage does not secure and Lender disclaims this Mortgage as security for any consumer credit transaction governed by the Wisconsin Consumer Act, any loan governed by Chapter 428, Wisconsin Statutes, and any loan governed by the Federal Truth-in-Lending Act. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagee if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

6. **Taxes.** To the extent not paid to Lender under paragraph 8(a), Mortgagee shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

7. **Insurance.** Mortgagee shall keep the Improvements on the Property insured against direct loss or damage occasioned by fire, flood, extended coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgagee and lender loss payee clauses in favor of Lender, shall insure Lender notwithstanding any defenses of the insurer against Mortgagee and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Subject to Lender's approval, Mortgagee is free to select the insurance agent or insurer through which insurance is obtained. Mortgagee shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the Improvements on the Property, and Lender may require that such proceeds of insurance be deposited with it for these purposes. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagee in and to any insurance then in force shall pass to the purchaser or grantee. If Mortgagee fails to keep any required insurance on the Property, Lender may purchase such insurance for Mortgagee, such insurance may be acquired by Lender solely to protect the interest of Lender (it will not cover Mortgagee's equity in the Property), and Mortgagee's obligation to repay Lender shall be in accordance with paragraph 10.

8. **Mortgagee's Covenants.** Mortgagee covenants and warrants:

- (a) **Escrow.** If an escrow is required by Lender, to pay Lender sufficient funds, at such times as Lender designates, to pay when due (1) the estimated annual real estate taxes and assessments on the Property, (2) all property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, (5) the estimated costs to keep the Property in good and tenable condition and repair, and to restore and replace damaged or destroyed improvements and fixtures if it is reasonably determined by Lender that Mortgagee has failed to comply with the covenant under paragraph 8(b) below, and (6) other items agreed to be included in the escrow. Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of future escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with Lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Mortgagee for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagee in writing, and Mortgagee shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law;
- (b) **Condition and Repair.** To keep the Property in good and tenable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
- (c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2;
- (d) **Other Mortgages.** To perform all of Mortgagee's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;
- (e) **Waste.** Not to commit waste or permit waste to be committed upon the Property or abandon Property;
- (f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagee, Lender may deal with any transferee as to its interest in the same manner as with Mortgagee, without in any way discharging the liability of Mortgagee under this Mortgage or the Obligations;
- (g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagee may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
- (h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment);
- (i) **Inspection.** Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property and to conduct environmental assessments and audits of the Property;
- (j) **Laws.** To comply with all laws, ordinances and regulations affecting the Property;
- (k) **Subrogation.** That Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the note(s) or agreement(s) identified in the first paragraph of this Mortgage; and
- (l) **Leases.** To pay and perform all obligations and covenants under and pursuant to the terms of each lease of all or any part of the Property required of Mortgagee, and to not cancel, accept a surrender of, modify, consent to an assignment of the lessee's interest under, or make any other assignment or other disposition of, any lease of all or any part of the Property or any interest of Mortgagee in the lease and to not collect or accept any payment of rent more than one month before it is due and payable.

9. **Environmental Laws.** Mortgagee represents, warrants and covenants to Lender (a) that during the period of Mortgagee's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) that Mortgagee has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner or person using the Property; (c) that, without limiting the generality of the foregoing, Mortgagee has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagee to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) that Mortgagee is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) that Mortgagee in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagee shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagee shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

10. **Authority of Lender to Perform for Mortgagee.** If Mortgagee fails to perform any of Mortgagee's duties set forth in this Mortgage, including, without limitation, preserving and insuring the Property, not committing waste or abandoning the Property, keeping the Property free of liens or encumbrances other than those approved by Lender, keeping the Property in good and tenable condition and repair, and complying with all laws, ordinances and regulations affecting the Property, Lender may after giving Mortgagee any notice and opportunity to perform which are required by law, perform the covenants or duties or cause them to be performed, or take such other action as may be necessary to protect Lender's interest in the Property and to secure and repair the Property. Such actions may include, without limitation, assessing the value of the Property, paying liens that become superior to this Mortgage and making any other payments required, signing Mortgagee's name, engaging an attorney, appearing in court and paying reasonable attorneys' fees, and entering the Property to make repairs, change locks, replace and board up doors and windows, drain water from pipes, eliminate building code violations and dangerous conditions and maintain appropriate utilities to the Property. Any such amounts expended by Lender shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagee.

11. **Default; Acceleration; Remedies.** If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagee fails timely to observe or perform any of Mortgagee's covenants, warranties or duties contained in this Mortgage, then, at the option of Lender each Obligation will become immediately due and payable unless notice to Mortgagee or Borrower and an opportunity to cure are required by applicable law or the document evidencing the Obligation and, in that event, the Obligation will become due and payable if the default is not cured as provided in the document evidencing the Obligation or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

12. **Waiver and Consent.** Lender may waive any default without waiving any other subsequent or prior default by Mortgagor. Each Mortgagor who is not also a Borrower expressly consents to and waives notice of the following without affecting the liability of any such Mortgagor: (a) the creation of any present or future Obligations, default under any Obligations, proceedings to collect from any Borrower or anyone else, (b) any surrender, release, impairment, sale or other disposition of any security or collateral for the Obligations, (c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect Lender's security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any renewal or extension of the time of payment, (g) any determination of the allocation and application of payments and credits and acceptance of partial payments, (h) any application of the proceeds of disposition of any collateral for the Obligations to any obligation of any Mortgagor or Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at any time be done with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety.

13. **Assignment of Rents and Leases.** Mortgagor conveys, assigns and transfers to Lender, as additional security for the Obligations, all leases of all or any part of the Property, whether oral or written, now or hereafter entered into by Mortgagor, together with any and all extensions and renewals of any leases, and all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has a license to collect the rents, issues and profits (the "Rents") from the Property. Upon or any time after the occurrence of such an event of default and the expiration of any applicable cure period described in paragraph 11, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Obligation, the license granted Mortgagor to collect the Rents shall automatically and immediately terminate and Mortgagor shall hold all Rents (whether paid before or after an event of default) in trust for the use and benefit of Lender, and Lender may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Property, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents payable under the leases. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. This Assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property. Any entering upon and taking possession of the Property, and collection of Rents, and any application of Rents as allowed by this Mortgage shall not cure or waive any default or waive, modify or affect notice of default under this Mortgage or invalidate any act done pursuant to such notice, and not in any way operate to prevent Lender from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Mortgage, any document evidencing any Obligation or any other instrument securing the Obligations.

14. **Power of Sale.** In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute. In the event of a foreclosure in which the court determines that the property is abandoned under §46.102, Wis. Stats., and as the same may be amended or renumbered from time to time, Lender may sell the Property at public sale in accordance with that statute.

15. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

16. **Foreclosure Without Deficiency Judgment.** If the Property is a one-family to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt nonprofit charitable organization, Mortgagor agrees to the provisions of §46.101 Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right of judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less three months after a foreclosure judgment is entered. If the Property is other than a one-family to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt nonprofit charitable organization, Mortgagor agrees to the provisions of §46.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

17. **Expenses.** Mortgagor shall pay all reasonable costs and expenses before and after judgment, including, without limitation, attorneys' fees, appraisal fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. **Successors and Assigns.** The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

19. **Interpretation.** The validity, construction and enforcement of this Mortgage are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Mortgage will not affect the validity of any other provision. This Mortgage is intended by Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Mortgage. This Mortgage may not be supplemented or modified except in writing.

20. **Other Provisions.** (If none are stated below, there are no other provisions.)

The undersigned agrees to the terms of this Mortgage and acknowledges receipt of an exact copy of this Mortgage.

Signed and Sealed June 29, 2017

JMC PROPERTIES LOC160 LLC (SEAL)

A Wisconsin Limited Liability Company  
(Type of Organization)

Wisconsin

(State of Organization)

Organizational ID Number, if any

By: Jeffrey M. Cockerham, Sole Member (SEAL) (SEAL)

By: (SEAL) (SEAL)

By: (SEAL) (SEAL)

By: (SEAL) (SEAL)

AUTHENTICATION

OR

ACKNOWLEDGMENT

Signatures of \_\_\_\_\_ STATE OF WISCONSIN } ss.  
County of Waukesha }

This instrument was acknowledged before me on June 29, 2017  
by Jeffrey M. Cockerham

authenticated this \_\_\_\_\_ day of \_\_\_\_\_

(Name(s) of persons(s))

as Sole Member

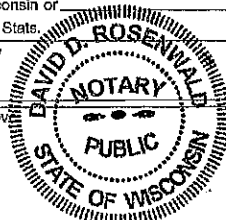
(Type of authority, e.g., officer, trustee, etc., if any)

Title: Member State Bar of Wisconsin or  
authorized under §706.03, Wis. Stats.

This instrument was drafted by

Stef Benish

Type or print name signed above



of JMC PROPERTIES LOC160 LLC

(Name of party on behalf of whom instrument was executed, if any)

David D. Rosenwald

Notary Public, Wisconsin

My Commission Expires January 22, 2021

W. B. A. 428ALR (1/05) 11217  
© 2005 Wisconsin Bankers Association / Distributed by RIFCO®

DOCUMENT NO.

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT, made this 29TH day of June, 2017, by  
JMC PROPERTIES LOC160 LLC, A Wisconsin limited liability company

whose address is 7430 Harwood Ave Suite 100, Wauwatosa, WI 53213

(the "Assignor"), to First Federal Bank of Wisconsin  
whose address is 1617 E. Racine Avenue, Waukesha, WI 53186

(the "Assignee"), in consideration of an extension of credit to  
JMC PROPERTIES LOC160 LLC

whose address is 7430 Harwood Ave Suite 100, Wauwatosa, WI 53213

(the Borrower).

Document #: 2469950

Date: 07-19-2017 Time: 10:40 AM Pages: 4

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Heritage Title Services, Inc.

Register of Deeds: TYSON PETTES

RACINE COUNTY REGISTER OF DEEDS

\*\*The above recording information verifies  
this document has been electronically  
recorded and returned to Heritage Title Services, Inc.\*\*

Recording Area

Name and Return Address

First Federal Bank of Wisconsin  
P.O. Box 1108  
Waukesha, WI 53187

276-00-00-23-804-000

Parcel Identifier Number

FOR VALUE RECEIVED, the Assignor conveys, transfers and assigns to the Assignee the lease set forth in Exhibit "A" attached which lease part of the real estate described in Exhibit "B" attached ("Premises"), together with any and all other leases of space, whether oral or written, of the Premises now or hereafter entered into by the Assignor (the "Leases"), together with any and all extensions and renewals of the Leases, together with any guarantees of the tenants' obligations under the Leases, together with the use and possession of and the right to rent and/or lease any or all furniture, furnishings, fittings, attachments, appliances and appurtenances of any kind now or hereafter available for use by tenants and/or operation of the Premises, together with the immediate and continuing right to collect and receive all rents, income, proceeds, payments and profits arising out of the Leases or out of the Premises ("Rents"), together with the right to all proceeds payable to the Assignor pursuant to any purchase options on the part of the tenants under the Leases, together with all payments derived under the Leases including but not limited to claims for the recovery of damages done to the Premises or for the abatement of any nuisance, claims for damages resulting from default under the Leases whether resulting from acts of insolvency or acts of bankruptcy or otherwise, and lump sum payments for the cancellation of the Leases or the waiver of any obligation or term prior to the expiration date and the return of any insurance premiums and/or ad valorem tax payments made in advance and subsequently refunded, to secure the following ("Secured Debt"):

a. Payment of Borrower's note(s) or agreements dated June 29, 2017 and payable to the Assignee, including all extensions, renewals and modifications (all called the "Note"), which Note is secured by a mortgage on the Premises from the Assignor to the Assignee dated June 29, 2017 ("Mortgage").

b. All additional sums which are in the future loaned by Assignee to Assignor, to Assignor and another or to another guaranteed or endorsed by Assignor which are secured by the Mortgage.

c. Payment of all other sums with interest becoming due and payable to the Assignee under this Assignment, the Note, the Mortgage and all other instruments constituting security for the Note.

d. Performance and discharge of the obligations, covenants and agreements of the Assignor under this Assignment, the Note, the Mortgage and all other instruments constituting security for the Note.

THE UNDERSIGNED ASSIGNOR AGREES TO THE TERMS OF THIS ASSIGNMENT AND TO THE ADDITIONAL PROVISIONS ON PAGE 2 WHICH ARE INCORPORATED HEREIN.

JMC PROPERTIES LOC160 LLC (SEAL)

A Wisconsin Limited Liability Company  
(Type of Organization)

By: Jeffrey M. Cockerham, Sole Member (SEAL)

By: (SEAL)

By: (SEAL)

By: (SEAL)

AUTHENTICATION

OR

ACKNOWLEDGMENT

Signatures of

State of WISCONSIN

County of Waukesha

This instrument was acknowledged before me on June 29, 2017

by Jeffrey M. Cockerham

authenticated this day of

(Name(s) of person(s))

by

as Sole Member

(Type of authority, e.g., officer, trustee, etc., if any)

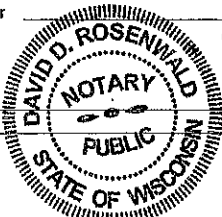
Title: Member State Bar of Wisconsin or  
authorized under § 706.06, Wis. Stats.

of JMC PROPERTIES LOC160 LLC

(Name of party on behalf of whom instrument was executed, if any)

This instrument was drafted by:

SUE BENISH



\* David D. Rosenwald

Notary Public, Wisconsin

My Commission Expires January 22, 2021

## ADDITIONAL PROVISIONS

The Assignor agrees, assigns and covenants as follows:

1. **Performance of Leases.** To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of the Leases to be performed by the lessor; to use its best efforts to enforce or secure the performance of each and every obligation, covenant, condition and agreement of the Leases to be performed by the tenants; not to modify, extend, renew, terminate, accept a surrender of, or in any way alter the terms of the Leases nor borrow against, pledge, or assign any rentals due under the Leases, nor consent to a subordination or assignment of the interest of the tenants under the Leases to any party other than Assignee, nor collect prepayment of the rents under the Leases for more than one (1) month in advance or reduce the amount of the rents and other payments under the Leases, nor enter into any additional leases of all or any part of the Premises without the prior written consent of the Assignee.
2. **Protect Security.** At the Assignor's sole cost and expense, to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of the lessor under the Leases, and to pay all costs and expenses of the Assignee, including reasonable attorneys' fees, in any such action or proceeding in which the Assignee in its sole discretion must appear.
3. **Representations.** With reference to the Leases described in Exhibit "A", the Assignor represents and warrants that: (a) It is the owner of the Leases with full right and title to assign the Leases and the Rents payable under the Leases; (b) the Leases are valid, in full force and effect and have not been modified or amended; (c) there are no outstanding assignments or pledges of the Leases or the Rents payable under the Leases; (d) there are no existing defaults under the Leases on the part of any party; (e) no Rents have been waived, or prepaid, discounted, compromised or released; and (f) the tenants have no defenses, set-offs, or counterclaims against the Assignor.
4. **Present Assignment.** This Assignment shall constitute a perfected, absolute and present assignment and not merely a security interest, and the Assignor understands and agrees that it establishes a present and complete transfer of the Leases, Rents and all other items subject to this Assignment. However, the Assignor shall have the license to collect, but not prior to accrual, all of the Rents and to retain, use and enjoy the same unless and until a default shall occur under the Mortgage or any other document evidencing the Secured Debt. The Assignor hereby releases and surrenders to the Assignee all rights to amend, modify or in any way alter the Leases without the prior written consent of the Assignee.
5. **Assignee's Right to Perform Under Leases.** Should the Assignor fail to perform, comply with or discharge any obligations of Assignor under the Leases or should the Assignee become aware of or be notified by any tenant under the Leases of a failure on the part of the Assignor to perform, comply with or discharge its obligations under the Leases, Assignee may, but shall not be obligated to, and without further demand upon the Assignor, and without waiving or releasing the Assignor from any of its obligations under this Assignment, remedy such failure, and the Assignor agrees to repay Assignee upon demand all sums incurred by the Assignee in remedying any such failure together with interest at the rate then in effect under the terms of the Note. All such sums, together with interest shall become additional Secured Debt, but no such advance shall relieve the Assignor from any default under this Assignment.
6. **Remedies.** Upon or at any time after default in the payment of any Secured Debt or in the performance of any obligation, covenant or agreement in this Assignment or in the Note or Mortgage or any other instrument constituting security for the Note, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Secured Debt or in the Note, Mortgage or any other instrument constituting security for the Note, the license granted Assignor to collect the Rents shall automatically and immediately terminate and the Assignor shall hold all Rents paid to the Assignor thereafter in trust for the use and benefit of the Assignee, and the Assignee may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Premises, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all the Rents payable under the Leases; enforce the payment of Rents and exercise all of the rights of the Assignor under the Leases and all of the rights of the Assignee under this Assignment, and may enter upon, take possession of, manage and operate the Premises, or any part thereof; the Assignee may cancel, enforce or modify the Leases, and fix or modify the Rents, and do any acts that the Assignee deems proper to protect its security with or without taking possession of the Premises; and the Assignee may apply the Rents to the costs and expenses of operation, management and collection, including reasonable attorneys' fees, to the payment of the expenses of any agent appointed by the Assignee, to the payment of taxes, assessments, insurance premiums and expenditures for the upkeep of the Premises, to the performance of the lessor's obligations under the Leases and to any Secured Debt all in such order as the Assignee may determine. Any entering upon and taking possession of the Premises, any collection of Rents, and any application of Rents as allowed by this Assignment shall not cure or waive any default or waive, modify or affect notice of default under the Mortgage or invalidate any act done pursuant to such notice, nor in any way operate to prevent the Assignee from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Assignment, the Mortgage, the Note, or any other instrument securing the Note.
7. **No Liability for the Assignee.** The Assignee shall not be obligated to perform or discharge, nor does it undertake to perform or discharge any obligation, duty or liability under the Leases nor shall this Assignment operate to place responsibility for the control, care, management or repair of the Premises upon the Assignee nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises, or for any dangerous or defective condition of the Premises, or any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger nor liable for laches or failure to collect the Rents and the Assignee shall be required to account only for such monies as are actually received by it. All actions taken by the Assignee pursuant to this Assignment shall be taken for the purposes of protecting the Assignee's security and the Assignor agrees that nothing in this Assignment and no actions taken by the Assignee under this Assignment, including, but not limited to, the Assignee's approval or rejection of any leases for any portion of the Premises, shall in any way alter or impact the obligation of the Assignor for the Secured Debt. The Assignor waives any defense or claim that may now exist or hereafter arise by reason of any action taken by the Assignee under this Assignment.
8. **Assignor to Hold Assignee Harmless.** The Assignor shall indemnify and hold the Assignee harmless from and against any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and from and against any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should the Assignee incur any such liability, or any costs or expenses in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment, shall be added to the Secured Debt and the Assignor shall reimburse the Assignee for such amount immediately upon demand, and the failure of the Assignor to do so shall constitute a default under this Assignment and a default under the Mortgage.
9. **Security Deposits.** The Assignor agrees on demand to transfer to the Assignee any security deposits held by the Assignor under the terms of the Leases. The Assignor agrees that such security deposits may be held by the Assignee without accrual of interest and shall become the property of the Assignee upon a default under this Assignment or the Mortgage, to be applied in accordance with the provisions of the Leases. Until the Assignee makes such demand and the deposits are paid over to the Assignee, the Assignee assumes no responsibility to the tenants for any such security deposit.
10. **Authorization to Tenants.** The tenants under the Leases are irrevocably authorized and directed to recognize the claims of the Assignee or any receiver appointed under this Assignment without investigating the reason for any action taken by the Assignee or such receiver, or the validity or the amount of indebtedness owing to the Assignee, or the existence of any default under the Note, the Mortgage, or under or by reason of this Assignment, or the application to be made by the Assignee or receiver. The Assignor irrevocably directs and authorizes the tenants to pay to the Assignee or such receiver all sums due under the Leases and consents and directs that such sums shall be paid to the Assignee or any such receiver in accordance with the terms of its receivership without the necessity for a judicial determination that a default has occurred under this Assignment, the Note, or the Mortgage, or that the Assignee is entitled to exercise its right under this Assignment, and to the extent such sums are paid to the Assignee or receiver, the Assignor agrees that the tenants shall have no further liability to the Assignor for the same. The sole signature of the Assignee or such receiver shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of the Assignee or such receiver for any sums received shall be a full discharge and release of the obligation of any such tenants or occupants of the Premises. Checks for all or any part of the rentals collected under this Assignment shall upon notice from the Assignee or such receiver be drawn to the exclusive order of the Assignee or such receiver.
11. **Satisfaction.** Upon the payment in full of all Secured Debt as evidenced by a recorded satisfaction of the Mortgage executed by the Assignee or its assigns, this Assignment shall without the need for any further satisfaction or release become null and void and be of no further effect.
12. **Assignee Creditor of the Tenants.** At any time after default in the payment of any Secured Debt or in the performance of an obligation, covenant, or agreement in this Assignment, the Note or the Mortgage, the Assignor agrees that the Assignee, and not the Assignor, shall be the creditor of the tenants in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such tenants (without obligation on the part of the Assignee, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein, and reserving the right to the Assignor to make such filing in such event) with an option to the Assignee to apply any money received by the Assignee as such creditor in reduction of the Secured Debt.
13. **Assignee Attorney-in-Fact.** The Assignor irrevocably appoints the Assignee and its successors and assigns as its agent and attorney-in-fact, which appointment is coupled with an interest, after an event of default as defined in the Note or the Mortgage, to exercise any rights or remedies under this Assignment and to execute and deliver during the term of this Assignment such instruments as Assignee may deem necessary to make this Assignment and any further assignment effective.
14. **Subsequent Leases.** Until the Secured Debt has been paid in full, the Assignor will deliver to the Assignee executed copies of all Leases affecting any part of the Premises and agrees to make, execute and deliver to the Assignee upon demand and at any time or times, any and all assignments and other instruments sufficient to assign the Leases and the Rents to the Assignee or that the Assignee may deem to be advisable for carrying out the purposes and intent of this Assignment. From time to time on request of the Assignee the Assignor agrees to furnish the Assignee with a rent roll of the Premises disclosing current tenancies, rents payable, and such other matters as the Assignee may reasonably request.
15. **General Assignment of Leases and Rents.** The rights and remedies contained in this Assignment are in addition to and shall be cumulative with the rights and remedies given and created in the Mortgage, assigning generally all rents and profits of the Premises, and shall in no way limit the rights and remedies created under the Mortgage.
16. **No Mortgagee in Possession.** Nothing in this Assignment and no actions taken pursuant to this Assignment shall be construed as constituting the Assignee a "Mortgagee in Possession."
17. **Continuing Rights.** The rights and powers of the Assignee or any receiver under this Assignment shall continue and remain in full force and effect until all Secured Debt, including any deficiency remaining from a foreclosure sale, is paid in full, and shall continue after commencement of a foreclosure action and, if the Assignee is the purchaser at the foreclosure sale, after a foreclosure sale and expiration of any redemption rights.
18. **Successors and Assigns.** This Assignment and the covenants, agreements and provisions in this Assignment shall be binding upon the Assignor and its successors and assigns including without limitation each and every record owner of the Premises, or any other person having an interest in the Premises and shall inure to the benefit of the Assignee and its successors and assigns. As used in this Assignment the words "successors and assigns" shall also mean the heirs, executors, representatives and administrators of any natural person who is a party to this Assignment.
19. **Governing Law.** This Assignment is governed by the Internal laws of the State of Wisconsin.
20. **Validity Clause.** The intent of this Assignment is to confer to the Assignee the rights and benefits under this Assignment to the full extent allowable by law. The unenforceability or invalidity of any provision in this Assignment shall not render any other provision or provisions in this Assignment unenforceable or invalid. Any provisions found to be unenforceable shall be severed from this Assignment.
21. **Costs of Enforcement.** The Assignor agrees that if, and as often as, this Assignment is placed in the hands of attorneys to defend or enforce any the Assignee's rights under this Assignment, the Assignor will pay to the Assignee its reasonable costs and other expenses incurred in connection with such enforcement before and after judgment, including without limitation, reasonable attorneys' fees.



Exhibit "A" to  
Assignment of Leases and Rents [WBA428ALR]

Dated June 29, 2017

ANY AND ALL LEASES AND RENTS

Exhibit "B" to  
Assignment of Leases and Rents [WBA428ALR]

Dated June 29, 2017

PARCEL I: Parcel 4 of Certified Survey Map No. 1255, recorded August 4, 1987 in Volume 3 of Certified Survey Maps, Page 652, as Document No. 1236698, being a part of the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 24, and the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin.

PARCEL II: Non-exclusive easement for ingress and egress for the benefit of Parcel I as disclosed in Easement, Maintenance and Recapture Agreement entered into by and between Racine County, Wisconsin and McDonald's corporation, a Delaware Corporation, recorded October 23, 1986 in Volume 1927 of Records, Page 189, as Document No. 1209322.

Address: 6116 Regency West Drive, Racine, WI