

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made as of the _____ day of _____, 2019 (the "Effective Date"), by and between Gold Medal Lofts, LLC, a Wisconsin limited liability company ("Lofts") and 1700 Packard Avenue, LLC, a Wisconsin limited liability company ("1700 Packard").

RECITALS

A. Lofts is the owner of the real property whose legal description is set forth on Exhibit A attached hereto and incorporated herein by this reference (the, "Lofts Parcel").

B. 1700 Packard is the owner of the real property whose legal description is set forth on Exhibit B attached hereto and incorporated herein by this reference (the, "1700 Packard Parcel").

C. As part of its plan to redevelop the Lofts Parcel, (i) Lofts will construct a new parking lot, drive lanes, parking stalls and landscaping, within the area depicted on Exhibit C attached hereto (collectively the "Parking Lot Area"), (ii) Lofts will construct a stormwater management system to be shared by Lofts and 1700 Packard within the area depicted on Exhibit D (the "Stormwater System Area"); and (iii) Lofts will construct a playground within the area as depicted on Exhibit E (the "Playground Area").

D. The parties are executing this Agreement in order to (i) establish an access and use easement for ingress and egress in favor of the Lofts Parcel over and across the Parking Lot Area; (ii) establish a reciprocal access and use easement for shared use of the Stormwater System Area; (iii) establish an access and use easement for ingress and egress in favor of the Lofts Parcel over and across the Playground Area; and (iv) provide for the sharing of expenses related to maintenance of the stormwater system, all subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, and intending to be legally bound hereby, Lofts and 1700 Packard agree as follows:

1. Incorporation of Recitals. The above enumerated recitals are true and correct and are incorporated herein by this reference.

2. Grant of Parking Lot Easement. As of the Effective Date, 1700 Packard, hereby grants and conveys to Lofts and its successors and assigns, a perpetual, nonexclusive easement on, over and across that portion of the 1700 Packard Property described on Exhibit C-1 attached hereto and incorporated herein by this reference (the, "Parking Lot Easement"), for the passage and accommodation of pedestrians and vehicles by Lofts, its partners, officers, agents, employees, customers, contractors, users, lessees, licensees, invitees, guests, tenants, occupants, successors and assigns (collectively, the "Lofts Beneficiaries"), for purposes of (i) ingress and egress to and from the Parking Lot Area; (ii) construction of the Parking Lot Area; (iii) maintenance of the Parking Lot Area, including without limitation, landscaping, snow and ice

removal, re-stripping and asphalt repairs; (iv) exclusive use of all parking stalls and drive lanes located in the Parking Lot Area; and (v) access to and from Phillips Avenue. Neither 1700 Packard, nor its partners, officers, agents, employees, customers, contractors, users, lessees, licensees, invitees, guests, tenants, occupants, successors and assigns or any third party shall have the right, at any time, to park in the Parking Lot Area. The exclusive easement granted in this paragraph will not prohibit 1700 Packard from granting utility easements necessary for the development of the 1700 Packard Parcel, but only with prior written approval from Lofts and its mortgage lenders.

3. Grant of Reciprocal Stormwater System Easement.

(a) As of the Effective Date, 1700 Packard, hereby grants and conveys to Lofts and its successors and assigns, a perpetual, nonexclusive easement on, over and across the "Stormwater System Easement" as legally described on Exhibit D-1 attached hereto and incorporated herein by this reference, for use by Lofts and the Lofts Beneficiaries, for purposes of (i) construction and maintenance of the stormwater system in the Stormwater System Area; and (ii) use of the Stormwater System Area. In addition, 1700 Packard hereby grants and conveys to Lofts, for itself and the Lofts Beneficiaries, a non-exclusive easement over the 1700 Packard Parcel only to the extent needed to access the Stormwater System Area in order to (i) complete the construction of the stormwater system to be located in the Stormwater System Area; and (ii) to access the Stormwater System Area in order to maintain or repair the stormwater system.

(b) As of the Effective Date, Lofts hereby grants and conveys to 1700 Packard and its successors and assigns, a perpetual, nonexclusive easement on, over and across the Stormwater System Easement, for use by 1700 Packard and the 1700 Packard Beneficiaries, for purposes of shared use of the stormwater system in the Stormwater System Area.

4. Grant of Playground Easement. As of the Effective Date, 1700 Packard, hereby grants and conveys to Lofts, and its successors and assigns, a perpetual, nonexclusive pedestrian easement on, over and across that portion of the 1700 Packard Property described on Exhibit E-1 attached hereto and incorporated herein by this reference (the, "Playground Easement"), for the passage and accommodation of pedestrians by Lofts and the Lofts Beneficiaries, for purposes of (i) construction and maintenance of the Playground Area; (ii) pedestrian ingress and egress to and from the Playground Area; and (iii) exclusive use of the Playground Area located on the 1700 Packard Property for playground purposes only.

5. Maintenance and Repair of the Stormwater System Area, Parking Lot Area and Playground Area.

(a) Lofts shall be solely responsible for maintaining the Stormwater System Area (subject to Paragraph 5(c) below), the Parking Lot Area, and the Playground Area in good condition and repair, in accordance with all applicable governmental rules, ordinances and regulations, as well as sound engineering practices, including, without limitation (except as otherwise provided herein), keeping the Stormwater System Area, the Parking Lot Area, and the Playground Area reasonably free of snow, mud, ice, refuse, garbage, holes and breaks in pavement and related matters (any such work being the "Maintenance Work"). All Maintenance Work shall be done in a good and workmanlike manner, and all subcontractors, suppliers,

laborers, mechanics and materialmen for all material and labor supplied for any Maintenance Work shall be timely paid so as to prevent any liens from being filed against the 1700 Packard Parcel in connection therewith. The Maintenance Work shall include snow and ice removal as reasonably required by the weather conditions to ensure the Parking Lot Area remains reasonably passable. Notwithstanding the foregoing, 1700 Packard shall, at its sole cost and expense, be responsible for any Maintenance Work necessitated by the negligence or willful misconduct of 1700 Packard and/or 1700 Packard's partners, officers, agents, employees, customers, contractors, users, lessees, licensees, invitees, guests, tenants, occupants, successors and assigns.

(b) In the event a party fails to perform any Maintenance Work for which it is responsible pursuant to subparagraph (a) above, which failure continues for more than ten (10) days after the nonperforming party's receipt of written notice thereof from the other party (or for more than three (3) hours after verbal or written notice to Lofts that the Parking Lot Area is impassable as a result of snow accumulation) such notifying party shall have the right, but not the obligation, to: (i) perform such obligations as are necessary to restore the Parking Lot Area to good condition and repair; (ii) perform any Maintenance Work identified in the written notice; (iii) expend such funds as are reasonably necessary for any such Maintenance Work; and (iv) submit an itemized invoice (an "Invoice") to the nonperforming party for the cost of the reasonably expended funds in connection with any such Maintenance Work. Any invoiced amount which is not paid within ten (10) days of receipt of such Invoice by the nonperforming party shall accrue interest at the rate of ten percent (10%) per annum, retroactive to the date of the Invoice.

(c) Lofts agrees it shall be 100% responsible for the performance of the Maintenance Work on the Parking Lot Area. At such time as the 1700 Packard Parcel is redeveloped and constructs its own paved parking lot at its sole cost and expense ("1700 Parking Lot"), Lofts will maintain the Parking Lot Area and the 1700 Parking Lot and 1700 Packard shall pay its proportionate share of all maintenance costs associated with such maintenance. 1700 Packard's proportionate share of maintenance costs will be the ratio of parking stalls constructed on the 1700 Parking Lot outside of the Parking Lot Area to the total number of parking stalls located in the Parking Lot Area and 1700 Parking Lot, collectively.

6. Alterations and Improvements. Following completion of the Parking Lot Area, Playground Area and Stormwater System Area, Lofts and 1700 Packard shall make no alterations to the Parking Lot Area, Playground Area and Stormwater System Area that would unreasonably or materially interfere with or diminish the other parties' access and use rights set forth in this Agreement without the prior written approval of the parties hereto, which approval shall not be unreasonably withheld, conditioned or delayed.

7. Insurance. Lofts and 1700 Packard shall each take out and maintain during the term of this Agreement one or more insurance policies written by a reputable insurance company licensed in the State of Wisconsin with commercially reasonable coverage and limits relative to the use of the Parking Lot Area, Playground Area and Stormwater System Area by Lofts and Lofts Beneficiaries and by 1700 Packard and 1700 Packard Beneficiaries, as applicable. The parties hereto shall maintain and keep in full force and effect, for the mutual benefit of the parties hereto, the insurance policies referenced above, each party naming the other parties as additional

insureds. Each party shall deliver to the other parties a certificate of such insurance and of the renewals thereof from time to time during the term of this Agreement. Such policies shall each contain a provision requiring thirty (30) days' prior written notice be given to each party prior to any cancellation of any insurance required by this Agreement. All such renewal notices shall be delivered to the respective parties at least ten (10) days prior to the expiration of any current policy required by this Agreement.

8. Sykwalk Structure. 1700 Packard hereby acknowledges the metal skywalk structure ("Skywalk") attached on the West side of the building located on the 1700 Packard Parcel ("1700 Building") is solely owned by Lofts and 1700 Packard has no right, title or interest in the Skywalk. Lofts shall be solely responsible for the maintenance of the Skywalk and agrees it shall cause the Skywalk to remain attached to the 1700 Building in a secure manner. Lofts shall be responsible for insuring the Skywalk is not accessible to any others except for Lofts and Lofts' agents, employees, contractors, invitees, and its successors and assigns.

9. Indemnification.

(a) Except as expressly set forth in subparagraph 9(b), and except for any liabilities, losses, damages, costs and expenses arising from (i) the negligence or willful misconduct of the 1700 Packard and/or the 1700 Packard Beneficiaries, or (ii) 1700 Packard's failure to perform its obligations under subparagraph 5(a), Lofts shall indemnify, defend and hold 1700 Packard harmless from and against any and all liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) which 1700 Packard may hereafter suffer in connection with any claim, action or right of action (at law or in equity) and to the extent of any injury (including death) or damage to person or property which arises out of any Claim (as hereinafter defined) by Lofts or any of the Lofts Beneficiaries relating to any defect or alleged defect in the condition of the Parking Lot Area, Playground Area and Stormwater System Area.

(b) Except as expressly set forth in subparagraph 9(a), and except for any liabilities, losses, damages, costs and expenses arising from (i) the negligence or willful misconduct of Lofts and the Lofts Beneficiaries, or (ii) Loft's failure to perform its obligations under subparagraph 5(a), 1700 Packard shall indemnify, defend and hold Lofts harmless from and against any and all liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) which 1700 Packard may hereafter suffer in connection with any claim, action or right of action (at law or in equity) and to the extent of any injury (including death) or damage to person or property which arises out of any Claim by 1700 Packard or any of 1700 Packard Beneficiaries relating to any defect or alleged defect in the condition of the Parking Lot Area, Playground Area and Stormwater System Area.

10. Notice of Claim Procedure. Upon Lofts and 1700 Packard becoming aware of the occurrence of any event or the existence of any state of facts in respect of which Lofts or 1700 Packard has a claim for indemnification under Paragraph 9 of this Agreement (a "Claim"), as soon as reasonably practicable thereafter, but in no event later than thirty (30) days thereafter:

(a) Lofts or 1700 Packard, as the case may be (designated as the "Indemnified Party" for purposes of this Paragraph 10), shall provide the other party (designated as the

"Responsible Party" for purposes of this Paragraph 10) with written notice of the Claim in accordance with Paragraph 12 of this Agreement. Notwithstanding anything to the contrary contained herein, failure of the Indemnified Party to timely notify the Responsible Party shall not prevent or in any way impair recovery by the Indemnified Party unless the Responsible Party is materially prejudiced as a direct result of such failure;

(b) The Responsible Party shall, at its own expense, diligently control and be responsible for the defense, negotiation and/or settlement of the Claim with counsel reasonably satisfactory to the Indemnified Party;

(c) The Indemnified Party may, at its own expense, hire counsel to monitor the Claim; and

(d) If the Responsible Party does not timely assume responsibility for a Claim, then, upon ten (10) days' prior written notice to the Responsible Party, the Indemnified Party shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of the Responsible Party, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants and contractors to contest, defend, settle or otherwise dispose of such Claim.

11. Covenants Running with the Land. All of the terms, conditions, covenants and other provisions contained in this Agreement, including the benefits and burdens, shall run with the Lofts Parcel and the 1700 Packard Parcel and shall be binding upon and inure to the benefit of and be enforceable by Lofts and 1700 Packard and their respective successors and assigns as owners of the fee interest in the Lofts Parcel and the 1700 Packard, respectively.

12. Notices. All notices or other communications received or permitted hereunder shall be in writing and shall be deemed given, delivered and received (a) when delivered, if delivered personally by a commercial messenger delivery service with verification of delivery, (b) when sent by registered or certified mail, return receipt requested and postage prepaid, or (c) upon delivery by a private courier service providing documented overnight service, in each case addressed as follows (or such other addresses as Grantor, Grantees or their respective successors or assigns may designate by like notice):

If to Lofts: Gold Medal Lofts, LLC
225 E. Michigan Street, Suite 300
Milwaukee, WI 53202
Attn: Joshua J. Jeffers

With copy to: U.S. Bancorp Community Development Corporation
1307 Washington Avenue, Suite 300
Mail Code: SL MO RMCD
St. Louis, MO 63103
USB Project No. 26064
Attn: Director of LIHTC Asset Management

If to 1700 Packard: Gold Medal Lofts, LLC
225 E. Michigan Street, Suite 300

Milwaukee, WI 53202
Attn: Joshua J. Jeffers

13. Default; Remedies. If any party fails to duly and fully observe or perform any covenant, condition, or agreement on its part to be observed or performed pursuant to this Agreement, and such failure continues for thirty (30) days after notice from any party hereto (or, if such default is of the type that cannot be reasonably cured within thirty (30) days, then for a reasonable period of time thereafter provided the defaulting party proceeds with due diligence to cure such default) the nondefaulting parties may pursue any right, remedy, or benefit available hereunder, at law or in equity against the defaulting party. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees, from the nonprevailing party. Under no circumstances shall any of the rights granted herein terminate or be terminated without the written consent of the parties to this Agreement and their mortgage lenders.
14. Independent Review. Each party hereto has had the opportunity to consult independent counsel regarding this Agreement.
15. Entire Agreement. This Agreement sets forth the entire understanding among the parties with respect to the subject matter hereof and supersedes all proposals, whether oral or written, and all other communications between the parties regarding the subject matter of this Agreement.
16. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin and any dispute under this Agreement shall be venued in Wisconsin.
17. Authority to Enter into Agreement. Each party represents and warrants to the other parties that the individual(s) executing this Agreement on behalf of such party has authority to execute this Agreement, and that such individual(s) know the contents hereof and have signed their names hereto of their own free will. The foregoing representations and warranties shall survive the termination of this Agreement.
18. Signatures. Facsimile and .pdf signatures shall be acceptable as originals. However, a fully-executed original (with original signatures) is needed, and will be provided, for purposes of recording this Agreement in the office of the Register of Deeds for Milwaukee County, Wisconsin.
19. Estoppel Certificate. Each party hereto agrees that, within ten (10) days of written request from time to time by any other party, said party shall execute, acknowledge and deliver to the requesting party, for the benefit of said requesting party and any mortgagee, prospective mortgagee or prospective purchaser of the requesting party's property, an estoppel certificate stating that the requesting party is not in default hereunder, that this Agreement remains in full force and effect and containing such other information as may be reasonably requested by the requesting party, or, if such statements are not accurate, then as modified so such statements are accurate.

20. No Merger. The rights and interests created hereunder, including the easements created hereby, shall remain in full force and effect, notwithstanding the fact that the same party may now or hereafter own and possess all of the real property interests associated therewith.

21. Not a Public Dedication. Nothing herein contained shall be deemed a gift or dedication of any portion of the Parking Lot Area, Playground Area and Stormwater System Area to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities hereunder shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

22. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of the Agreement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by law.

23. Subordination of Liens and Claims to Mortgages. Notwithstanding anything contained in this Agreement to the contrary, any and all liens and/or claims arising from the terms of this Agreement shall be in all respects subject to and subordinate in priority to all mortgages encumbering the Parking Lot Area, Playground Area, Stormwater System Area, Lofts Parcel and 1700 Packard Parcel and shall not terminate the easements granted herein.

24. Amendment. This Agreement may not be modified, amended or terminated except by a written agreement by and between the parties hereto and their mortgage lenders.

25. Investor Notice and Cure. 1700 Packard agrees that in the event of default by Lofts under this Agreement, 1700 Packard shall provide Lofts' investor member ("Investor Member") with written notice of such default and shall allow Investor Member up to thirty (30) days after delivery of such notice of default to cure any monetary default and up to sixty (60) days after delivery of such notice to cure any non-monetary default (it being acknowledged by 1700 Packard that Investor Member shall have no obligation to cure any default by Lofts); provided, that in the event a non-monetary default is not susceptible to being cured within such sixty (60) day period, 1700 Packard will allow Investor Member such additional time as reasonably necessary to cure such default provided that Investor Member has commenced to cure such default within the original sixty (60) day period and is diligently and continuously proceeding to cure such default through completion of such cure. 1700 Packard agrees to accept any such cure by Investor Member as if such cure were performed by Lofts. For purposes of this Agreement, 1700 Packard acknowledges that U.S. Bancorp Community Development Corporation, a Minnesota corporation, (together with its affiliates, successors and/or assigns "USBCDC") is or will be the Investor Member and shall receive copies of any notice delivered to Lofts in accordance with Section 11 above, and shall benefit from any cure rights afforded to Investor Member pursuant to this Section 25. This Section 25 shall automatically terminate at such time USBCDC is no longer a member of Lofts, without the need to record an amendment to this Agreement to remove this Section 25.

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IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered on the date first set forth above.

GOLD MEDAL LOFTS, LLC, a Wisconsin limited liability company

By: Gold Medal Holdings, LLC, a Wisconsin
limited liability company, its Managing
Member

By: Jeffers MM Gold Medal, LLC, a
Wisconsin limited liability company,
its Manager

By: J. Jeffers & Co., LLC, a Wisconsin
limited liability company, its
Manager

By: _____
Joshua J. Jeffers
President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally, came before me this ____ day of _____, 2019, Joshua J. Jeffers, to me known to be the person who executed the above instrument for the purposes therein contained and acknowledged the same.

Signature: _____

Printed: _____

Notary Public

My Commission Expires: _____

(Signature Page – Easement Agreement)

EXHIBIT A

Legal Description of the Lofts Parcel

PARCEL I:

Lots 14, 15, 16 and 17, Block 5, Morey and Packard's Addition to Racine, being part of the East 1/2 of the Southeast 1/4 of Section 17, and part of the East 1/2 of the Northeast 1/4 of Section 20, Township 3 North, Range 23 East, also the West 1/2 of the vacated alley lying adjacent to said lots on the East and that portion of the vacated alley lying adjacent to Lot 17 on the South.

ALSO:

Lots 14 and 16, Block 2, Hamilton's Addition, according to the recorded plat thereof, and that part of Seventeenth Street now vacated lying between Lots 14 and 16, and the East 1/2 of the vacated alley lying adjacent to the above lots. Also the Northerly 1/2 of the former Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way lying East of the East line of Packard Avenue and West of the West line of Memorial Drive. Said land being in the City of Racine, County of Racine, State of Wisconsin.

PARCEL II:

That part of the Northeast 1/4 of Section 20, Township 3 North, Range 23 East described as follows: The East 1/2 of the Northerly 1/2 of the "Abandoned" Chicago, Milwaukee, St. Paul & Pacific Railroad right-of-way bounded on the West by the West line of Packard Avenue extended and bounded on the East by the East line of Packard Avenue extended. Said land being in the City of Racine, County of Racine, State of Wisconsin.

EXHIBIT B

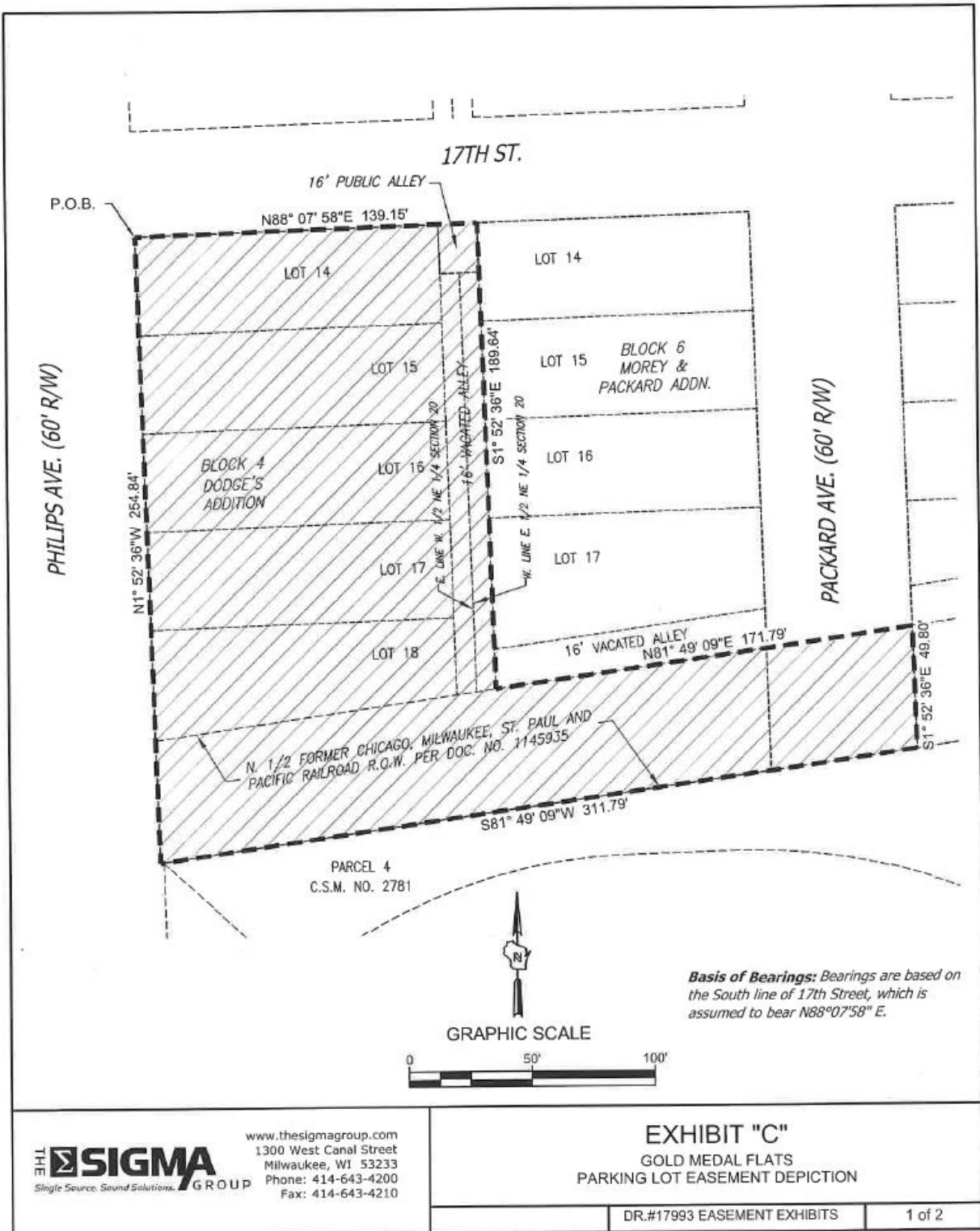
Legal Description of 1700 Packard Parcel

Parcel I: Lots 14 through 18, inclusive, Block 4, Dodge's Addition to Racine, being a Subdivision of part of the West ½ of the Southeast ¼ of Section 17, and the West ½ of the Northeast ¼ of Section 20, Township 3 North, Range 23 East. Also Lots 14 through 17, inclusive, Block 6, Morey and Packard's Addition to Racine, being part of the East ½ of the Southeast ¼ of Section 17, and part of the East ½ of the Northeast ¼ of Section 20, Township 3 North, Range 23 East; together with the vacated alley lying South and West of said Block 6, except the North 20 feet of the West 16 feet of said Alley. Also, together with that portion of the North ½ of the former Chicago, Milwaukee, St. Paul and Pacific Railroad right of way described in Deed recorded September 12, 1983 in Volume 1688 of Records, at page 906, as Document No. 1132686 and re-recorded April 25, 1984 in Volume 1711 of Records, at page 641, as Document No. 1145935 abutting thereon. Said land being in the City of Racine, County of Racine, State of Wisconsin.

Parcel II: That part of the Northeast ¼ of Section 20, Township 3 North, Range 23 East described as follows: The West ½ of the Northerly ½ of the "Abandoned" Chicago, Milwaukee, St. Paul & Pacific Railroad right-of-way; bounded on the West by the West line of Packard Avenue extended and bounded on the East by the East line of Packard Avenue extended. Said land being in the City of Racine, County of Racine and State of Wisconsin.

EXHIBIT C

Map Depicting the Parking Lot Area



THE SIGMA GROUP
Single Source. Sound Solutions.

www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

EXHIBIT "C"
GOLD MEDAL FLATS
PARKING LOT EASEMENT DEPICTION

DR.#17993 EASEMENT EXHIBITS

1 of 2

EXHIBIT C-1

Legal Description of Parking Lot Easement

All of Lots 14 through 18, inclusive, in Block 4 of Dodge's Addition to Racine, together with the vacated alley lying Easterly and adjacent, also, that portion of the North 1/2 of the former Chicago, Milwaukee, St. Paul and Pacific Railroad right of way described in Deed recorded September 12, 1983 in Volume 1688 of Records, at page 906, as Document No. 1132686 and re-recorded April 25, 1984 in Volume 1711 of Records, at page 641, as Document No. 1145935 abutting thereon, also that part of vacated Packard Avenue, per Document No. _____, also that part of vacated alley lying Easterly of the North 20 feet of said Lot 14, per Document No. _____, all in the Northeast 1/4 of Section 20, Township 3 North, Range 23 East, City of Racine, Racine County, Wisconsin, bounded and described as follows:

Beginning at the Northwest corner of said Lot 14; thence North 88°07'58" East, 139.15 feet along the South line of 17th Street to the West line of Lots 14-17 and 16' vacated alley, all in Block 6 of Morey & Packard Addition; thence South 1°52'36" East, 189.64 feet along said West line to the Northerly line of the aforesaid North 1/2 of the former Chicago, Milwaukee, St. Paul and Pacific Railroad right of way; thence North 81°49'09" East, 171.79 feet along said Northerly line to the East line of Packard Avenue; thence South 1°52'36" East, 49.80 feet along said East line to the Northerly line of Parcel 4 of Certified Survey Map No. 2781; thence South 81°49'09" West, 311.79 feet along said Northerly line to the East line of Phillip's Avenue; thence North 1°52'36" West, 254.84 feet along said East line to the point of beginning.

Said easement contains 42,893 square feet of land, more or less.

Map Depicting Stormwater System Area



EXHIBIT D-1

Legal Description of Stormwater System Easement

That part of Lots 15 through 17, inclusive, in Block 4 of Dodge's Addition to Racine, in the Northeast 1/4 of Section 20, Township 3 North, Range 23 East, City of Racine, Racine County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of Lot 14 in said Block 4 of Dodge's Addition to Racine; thence South 1°52'36" East, 42.75 feet along the East line of Phillip's Avenue to the point of beginning; continue thence South 1°52'36" East, 31.17 feet along said East line; thence South 76°05'49" East, 60.94 feet; thence South 1°56'46" East, 58.18 feet; thence North 88°03'14" East, 30.00 feet; thence North 1°56'46" West, 80.85 feet; thence North 76°05'49" West, 92.09 feet to the point of beginning.

Said easement contains 4,381 square feet of land, more or less.

ALSO

A part of the North 1/2 of the former Chicago, Milwaukee, St. Paul and Pacific Railroad right of way described in Deed recorded September 12, 1983 in Volume 1688 of Records, at page 906, as Document No. 1132686 and re-recorded April 25, 1984 in Volume 1711 of Records, at page 641, as Document No. 1145935 abutting thereon, also that part of vacated Packard Avenue, per Document No. _____, all in the Northeast 1/4 of Section 20, Township 3 North, Range 23 East, City of Racine, Racine County, Wisconsin, bounded and described as follows:

Commencing at the intersection of the Southerly extension of the East line of Block 5 in Morey & Packard's Addition with the Northerly line of Parcel 4 of Certified Survey Map No. 2781; thence North 81°49'09" East, 149.04 feet along said Northerly line to the point of beginning; continue thence North 81°49'09" East, 30.13 feet along said Northerly line; thence North 2°50'31" West, 40.94 feet; thence South 84°20'46" West, 117.51 feet; thence South 76°58'54" West, 99.33 feet; thence, South 82°52'13" West, 105.60 feet; thence South 7°07'47" East, 30.00 feet; thence North 82°52'13" East, 107.15 feet; thence North 76°58'54" East, 99.62 feet; thence North 84°20'46" East, 85.32 feet; thence South 2°50'31" East, 12.24 feet to the point of beginning.

Said easement contains 12,355 square feet of land, more or less.

EXHIBIT E

Map Depicting Playground Area

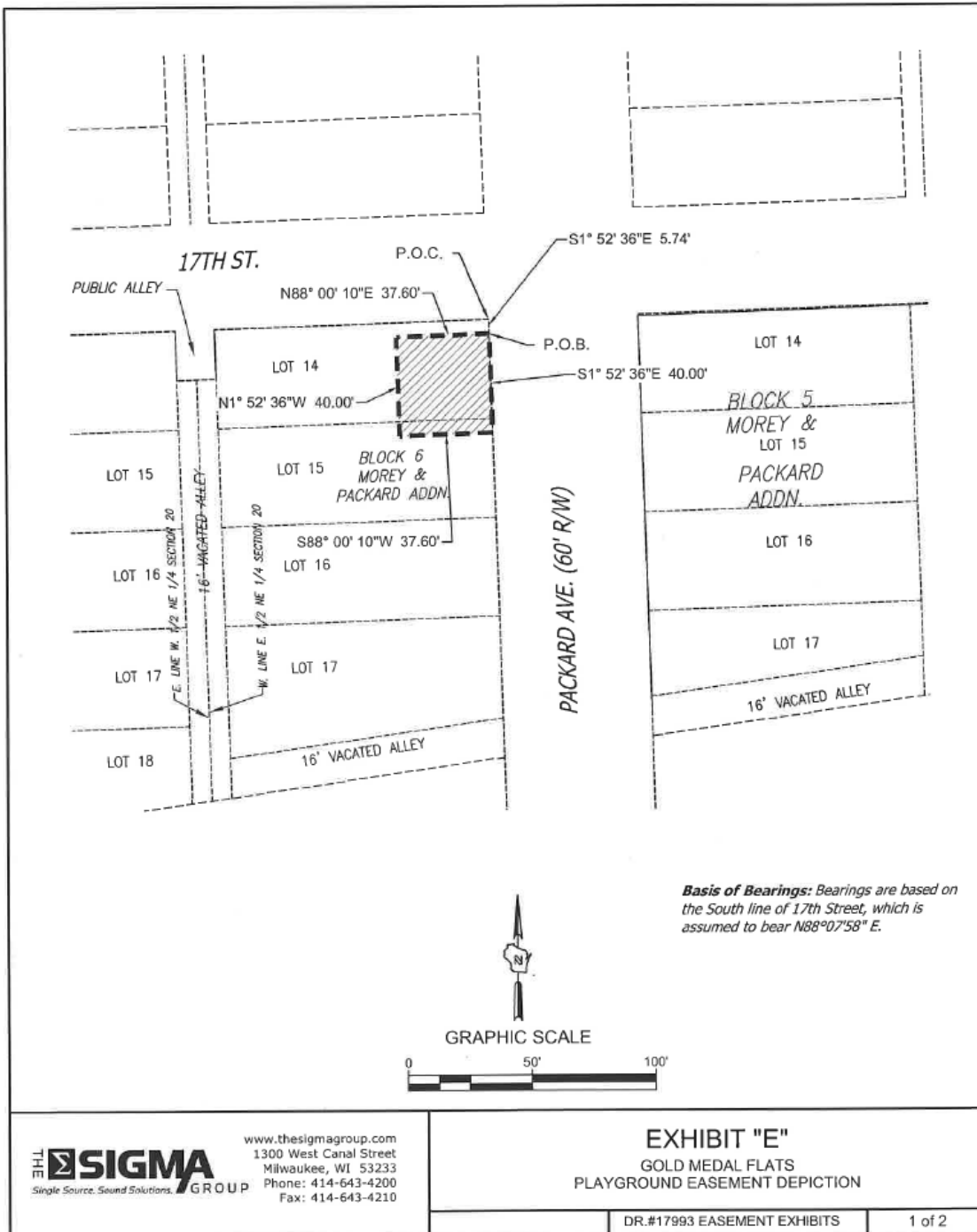


EXHIBIT E-1

Legal Description of Playground Area Easement

That part of Lots 14 and 15, in Block 6 of Morey & Packard's Addition to Racine, in the Northeast 1/4 of Section 20, Township 3 North, Range 23 East, City of Racine, Racine County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said Lot 14; thence South 1°52'36" East, 5.74 feet along the West line of Packard Avenue to the point of beginning; continue thence South 1°52'36" East; 40.00 feet along said West line' thence South 88°00'10" West, 37.60 feet; thence North 1°52'36" West, 40.00 feet; thence North 88°00'10" East, 37.60 feet to the point of beginning.

Said easement contains 1,504 square feet of land, more or less