

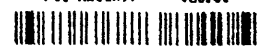
Resolution No. 2005-120

Exhibit A

Parcel 2, Certified Survey Map No. 2687, recorded as Volume 8 of Certified Survey Maps, Pages 528 – 530, Document No. 2022596 Racine County Register of Deeds. Said land being in the City of Racine, Racine County, Wisconsin.

Tax Key No: 16850006.

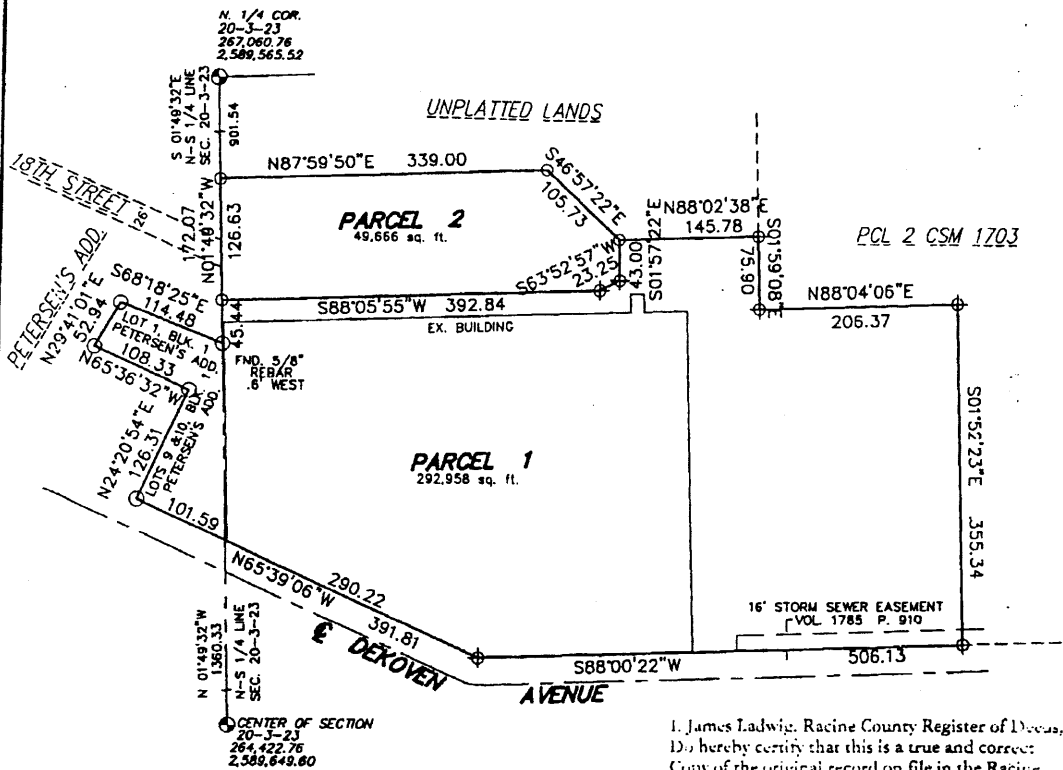
*James A. Ladwig*



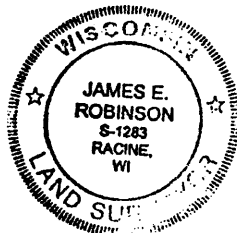
CERTIFIED SURVEY MAP NO. 2087

THE DIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 1703, BEING PART OF THE WEST 1/2 OF THE NE 1/4 OF SECTION 20, AND LOTS 1, 9 & 10, BLOCK 1 OF PETERSEN'S ADDITION, ALL IN TOWNSHIP 3 NORTH, RANGE 23 EAST, IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN

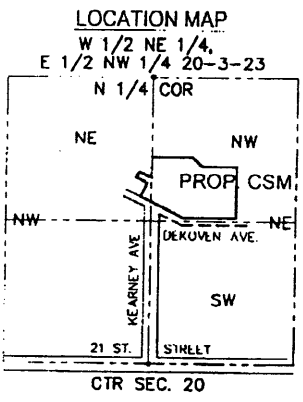
15-



I, James Ladwig, Racine County Register of Deeds, Do hereby certify that this is a true and correct Copy of the original record on file in the Racine County Register of Deeds office, Racine, Wisconsin. I herewith set my hand and official seal this 5 day of April, 2005 AD.



*James A. Ladwig*  
 Register of Deeds  
 150' 0' 150'  
 SCALE 1"=150'



*James E. Robinson*

NOTES:  
 EX. PARCEL 1 CSM 1703, 276-00-00-16-850-004  
 OWNER S & R REAL ESTATE  
 2200 DEKOVEN AVE., RACINE, WI. 53403  
 SURVEYOR: NIELSEN MADSEN & BARBER, S.C.  
 1339 WASHINGTON AVENUE, RACINE, WI 53403  
 ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.  
 BEARINGS BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1927. THE NORTH LINE OF THE NE 1/4 OF SECTION 20-3-23 IS ASSUMED TO BEAR N87°55'21" E.

- LEGEND:
- 1" O.D. IRON PIPE FOUND
  - 1.315" O.D.x18" IP - 1.68LBS/LIN FT. SET
  - ⊙ 6" CONC. MON. W / BRASS CAP FOUND
  - ⊕ CHISEL "+\*" SET

Date: February 14, 2005 REVISED 3-7-05  
 This Instrument was drafted by James E. Robinson  
 2005049.DWG

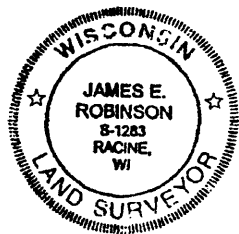
CERTIFIED SURVEY MAP NO. 2087

THE DIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 1703, BEING PART OF THE WEST 1/2 OF THE NE 1/4 OF SECTION 20, AND LOTS 1,9 & 10, BLOCK 1 OF PETERSEN'S ADDITION, ALL IN TOWNSHIP 3 NORTH, RANGE 23 EAST, IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN

I, JAMES E. ROBINSON, R.L.S., hereby certify THAT I have prepared this Certified Survey Map at the direction of the OWNER; THAT such CSM is a correct representation of all the exterior boundaries of the land surveyed and are described as: The division of Parcel 1 of Certified Survey Map No. 1703 as recorded in Volume 5, of CSM maps, on pages of 207 and 208 as document # 1472072, in the Office of the Register of Deeds for Racine County and being part of the West 1/2 of the NE 1/4 of Section 20, and Lots 1,9 & 10, Block 1 of Petersen's Addition, all in Township 3 North, Range 23 East, in the City of Racine, Racine County, Wisconsin, described as follows: Begin at a point on the North - South 1/4 line of Section 20 located S01°49'32"E 901.54 feet from the North 1/4 corner of said Section; thence N87°59'50"E 339.00 feet; thence S46°57'22"E 105.73 feet; thence N88°02'38"E 145.78 feet; thence S01°59'08"E 75.90 feet; thence N88°04'06"E 206.37 feet; thence S01°52'23"E 355.34 feet to the North line of Dekoven Avenue; thence S88°00'22"W 506.13 feet along said North line; thence N65°39'06"W 391.81 feet along said North line; thence N24°20'54"E 126.31 feet; thence N65°36'32"W 108.33 feet; thence N29°41'01"E 52.94 feet; thence S68°18'25"E 114.48 feet to the N-S 1/4 line of said Section 20; thence N01°49'32"W 172.07 feet to the point of beginning. Containing 342,624 square feet (7.866 acres). THAT I have complied with the subdivision regulations of the City of Racine.

February 14, 2005

James E. Robinson  
James E. Robinson, R.L.S. #1283  
Nielsen, Madsen, & Barber, S.C.  
1339 Washington Avenue  
Racine, Wisconsin 53403  
(262) 634-5588



CITY'S RESOLUTION

Resolved that this Certified Survey Map, located in the City of Racine, is hereby approved by the Common Council of the City of Racine on this 13<sup>th</sup> day of March, 2005

Gary Becker  
Gary Becker, Mayor

Carolyn M. Skonas  
Carolyn M. Skonas, City Clerk

CITY PLAN COMMISSION CERTIFICATE

Approved as a Certified Survey Map by the City of Racine Plan Commission on this 23<sup>rd</sup> day of February, 2005

Brian F. O'Connell  
Brian F. O'Connell, Secretary of the Plan Commission  
Director of City Development

From: 16850.004 Part of.

Tax Key No:  
Parcel 1: 168-50-004  
Parcel 2: 168-50-006

CERTIFIED SURVEY MAP NO. 2087

THE DIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 1703, BEING PART OF THE WEST 1/2 OF THE NE 1/4 OF SECTION 20, AND LOTS 1,9 & 10, BLOCK 1 OF PETERSEN'S ADDITION, ALL IN TOWNSHIP 3 NORTH, RANGE 23 EAST, IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN

OWNER'S CERTIFICATE OF DEDICATION

S & R REAL ESTATE, L.L.C., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner does hereby certify that said corporation caused the land described on this CSM to be surveyed, divided, mapped, and dedicated as represented on this CSM.

S & R Real Estate, L.L.C., does further certify that this C.S.M. is required by s. 236.34 to be submitted to the following for approval or objection: City of Racine.

IN WITNESS WHEREOF the said S & R Real Estate L.L.C. has caused these presents to be signed by JEFFREY NEUBAUER, at Racine Wisconsin this 4<sup>TH</sup> day of APRIL, 2005.

Printed Name:

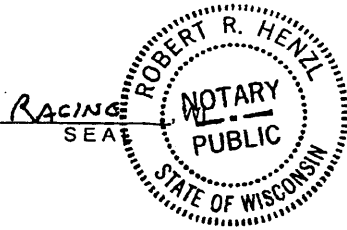
*Jeffrey Neubaer*  
JEFFREY NEUBAUER

APRIL 4, 2005  
Date

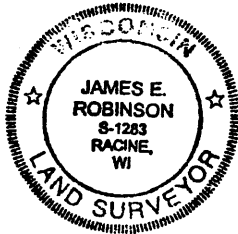
STATE OF WISCONSIN)  
RACINE COUNTY) SS

Personally came before me this 4 day of APRIL, 2005, Jeffrey Neubaer, Trustee of K.G.S.Trust, owner of S & R Real Estate, L. L. C., to me known to be the person who executed the foregoing and acknowledged the same.

My commission expires: permanent



*Robert R. Henzl*  
Notary Public  
ROBERT R. HENZL  
Printed Name:



*James E. Robinson*

Date: February 14, 2005 Revised 3-7-05  
This Instrument was drafted by James E. Robinson  
2005049.DWG

VOL 8 PG 530

SHEET 3 OF 3 SHEETS

AMENDED EXHIBIT "B"  
REAL ESTATE DONATION AGREEMENT

THIS REAL ESTATE DONATION AGREEMENT ("Agreement"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the Racine County, a municipal corporation (hereinafter "Racine County"); and S & R Real Estate, L.L.C. a limited liability company (hereinafter "S & R"), hereinafter collectively called the "Parties".

WITNESSETH:

WHEREAS, S & R owns Parcels 1 and 2, of Certified Survey Map No. 2687 (hereinafter "Parcel 1" and "Parcel 2 respectively") in the City of Racine, Wisconsin, more particularly described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, S & R desires to donate Parcel 2 to Racine County, and S & R has performed environmental investigation upon Parcel 2 and has imposed deed restrictions upon Parcel 2 as required by the Wisconsin Department of Natural Resources (hereinafter "DNR"); and

WHEREAS, Racine County is desirous of acquiring Parcel 2 from S & R for redevelopment purposes; and

WHEREAS, the parties have agreed upon the donation of Parcel 2 to Racine County by S & R for the purposes specified upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION I

A. Racine County Agrees to:

1. Accept the donation of Parcel 2 at closing.
2. Accept Certified Survey Map 2687, attached as Exhibit B, as a correct representation of Parcel 2 and obtain and provide at its expense such commitment for an owner's policy of title insurance in such amount and with such endorsements as Racine County shall desire. Racine County shall deliver to S & R within 10 days after delivery of the title commitment a written notice of any objections that it may have to the state of title as reflected in the title commitment. S & R shall proceed to cure such objection within 30 days after notice of objection is received, in a manner acceptable to

Racine County. A cure of a title objection may include provision of title insurance over such matter, but Racine County is not necessarily required to accept such insurance as the cure of such objection.

3. Accept Parcel 2 in "As Is" condition.

4. Defend, indemnify and hold S & R and all its members, and agents harmless, except as otherwise provided herein, from and against any loss, cost, damage, claim or expense arising out of the existence of any Hazardous Substance, hazardous material, waste, contamination or pollutant of any kind which exists in or on Parcel 2 as of the time of Closing, whether or not discovered prior to Closing, and whether or not disclosed in any of the environmental reports delivered to Racine County hereunder, and including actions required by the DNR, State of Wisconsin, EPA or the United States relating to Parcel 2. The costs indemnified and within the hold harmless include, without limitation, the costs of investigation and remediation, the costs of defense of any claim or investigation imposed by any persons, corporations, governmental entities, regulatory agencies and other bodies having jurisdiction, whether or not it gives rise to any formal administrative or court proceeding, and the costs of attorneys and other consultants in responding to or analyzing any matter which is subject to defense or indemnification. For purposes of this Agreement, "Hazardous Substance", whether singular or plural, includes without limitation any substance defined or regulated as hazardous or toxic (or words of similar import) under any applicable federal, state or local law, regulation, ordinance, common law or policy, including but not limited to any substance which could give rise to an investigative or remedial obligation under any such law, or any claim of nuisance or injury. This defense and indemnity obligation supersedes all limitations on liability and immunities that would otherwise be available to Racine County.

5. Assume and continue compliance with the DNR's requirements as referred to in the DNR's letter of July 20, 2005, which is attached as Exhibit C and reflected in the draft deed restrictions attached as Exhibit D. Racine County acknowledges that S & R is submitting additional soil and property management requests for approval by DNR in order to meet Racine County's needs, and Racine County will assume and comply with those additional obligations to DNR.

6. Pay any real estate transfer fee and recording fees required in connection with the donation.

7. Racine County acknowledges that it is a tax exempt body corporate and politic and that, subject to United States and State of Wisconsin tax laws and regulations, the value of Parcel 2 may, for tax purposes, be eligible for treatment as a donation by S & R.

8. Racine County acknowledges receipt of all desired documents disclosing or describing environmental conditions or the presence of Hazardous Substances on or about Parcel 2. Racine County shall contact RMT, Inc. (hereinafter "RMT") directly to obtain additional information desired relating to environmental condition or the presence of Hazardous Substances on or about Parcel 2 at Racine County's own expense.

B. S & R agrees to:

1. Convey to Racine County by warranty deed Parcel 2.
2. S & R agrees to direct RMT to release directly to Racine County any additional information regarding documents disclosing or describing environmental conditions or the presence of Hazardous Substances on or about Parcel 2 as requested by the County.

C. The Parties Agree:

1. Closing Date. The closing (the "Closing") shall be held at the offices of the Racine County Corporation Counsel not later than January 4, 2006, unless otherwise mutually agreed in writing, and as used herein the term "Closing" or "Closing Date" shall mean the date on which title to Parcel 2 passed from S & R to Racine County.

2. Prorations. Real estate taxes for the year 2005 shall be paid by S & R. All real estate taxes from January 1, 2006 on are the responsibility of Racine County.

3. Easement. There is an elevated concrete ramp at the rear of the building on the property retained by S & R (Parcel 1). In order to allow vehicles to access the concrete ramp on Parcel 1 following the donation, there will be an easement retained over Parcel 2 to permit ingress and egress by S & R, its agents, tenants, invitees, successors, and assigns, to or from Parcel 1 to 18<sup>th</sup> Street, which 18<sup>th</sup> Street terminates at its intersection with the west line of Parcel 2. Prior to closing, S & R will cause Nielsen Madsen & Barber SC to establish the location of the easement on Parcel 2 at a mutually agreeable location, prepare a legal description for the easement, and depict the easement on a plat of survey for Parcel 2.



**State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES**

Jim Doyle, Governor  
Scott Hassett, Secretary  
Gloria L. McCutcheon, Regional Director

Southeast Region Headquarters  
2300 N. Dr. Martin Luther King, Jr. Drive  
Milwaukee, Wisconsin 53212-0436  
Telephone 414-263-8500  
FAX 414-263-8716  
TTY 414-263-8713

July 20, 2005

Mr. Jeff Neubauer  
S&R REalestate, LLC  
2200 DeKoven Ave.  
Racine, WI 53403

JUL 22 2005

Subject: Conditional Closure Decision With NR 140 Exemption,  
With Requirements to Achieve Final Closure  
S & R LLC Vacant Parcel/New County Parcel C, Racine, Wisconsin  
WDNR BRRTS # 02-52-523414  
FID # 252229010

Dear Mr. Neubauer :

On May 27, 2005, the Department of Natural Resources (Department) reviewed your request for closure of the case described above. The Department reviews environmental remediation cases for compliance with state rules and statutes to maintain consistency in the closure of these cases. After careful review of the closure request, the Department has determined that the chlorinated compounds contamination on the site from the fill in the TP-8 area appears to have been investigated and remediated to the extent practicable under site conditions. Based on the fact that only one sample in the top four feet of soil exceeded the industrial direct contact number calculated using EPA's web site, the site is fenced and will be inspected and maintained, the adjacent property is occupied and surveillance is available for the vacant parcel and the Department will allow future paving, your case has been remediated to Department standards in accordance with s. NR 726.05, Wis. Adm. Code and will be closed if the following conditions are satisfied:

**MONITORING WELL ABANDONMENT**

The monitoring wells at the site must be properly abandoned in compliance with ch. NR 141, Wis. Adm. Code. Documentation of well abandonment must be submitted to Margaret Brunette on Form 3300-5B found at [www.dnr.state.wi.us/org/water/dwg/gw/](http://www.dnr.state.wi.us/org/water/dwg/gw/) or provided by the Department of Natural Resources.

**DEED RESTRICTION FOR CONTAMINATED SOIL**

To close this site, the Department requires a deed restriction be signed and recorded to address the issue of the remaining soil contamination associated with the site. The purpose of the restriction is to maintain a barrier to prevent contamination from impacting human health through direct contact.

Attached is a draft deed restriction, you should submit a copy of the property deed to me along





with the completed draft document. After the Department of Natural Resources has reviewed the draft document for completeness, you should sign it if you own the property, or have the appropriate property owner sign it, and have it recorded by the Racine County Register of Deeds. Then submit a copy of the recorded document, with the recording information stamped on it, to me. Please be aware that if a deed restriction is recorded for the wrong property because of an inaccurate legal description or parcel identification number that you have provided, you will be responsible for recording corrected documents at the Register of Deeds Office to correct the problem.

#### **MAINTENANCE PLAN**

As a condition of this closure, the barrier (i.e. the fence and/or paving) at the site must be maintained to minimize direct contact concerns. The cover is to be maintained in accordance with a plan prepared and submitted to the Department of Natural Resources pursuant to s. NR 724.13(2), Wis. Adm. Code. The maintenance plans have been received and are approved.

#### **EXCAVATION OF CONTAMINATED SOIL**

Residual soil contamination remains at the TP-8 area as indicated in the information submitted to the Department of Natural Resources. If soil in this location is excavated in the future, the property owner at that time will be required to sample and analyze the excavated soil in order to determine whether the contamination still remains. The owner will also have to properly store, treat, or dispose of any excavated materials, based upon the results of that characterization, and take special precautions during excavation activities to prevent a direct contact threat to humans. All future owners and occupants of this property need to be aware that excavation of the contaminated soil may pose an inhalation or other direct contact hazard at the time of excavation.

#### **PAL EXEMPTION**

Recent groundwater monitoring data at this site indicates exceedances of the NR 140 preventive action limit (PAL) for Trichloroethene at MW-8 and MW-8A, but compliance with the NR 140 enforcement standard. The Department may grant an exemption to a PAL for a substance of public health concern, other than nitrate, pursuant to s. NR 140.28(2)(b), Wis. Adm. Code, if all of the following criteria are met:

1. The measured or anticipated increase in the concentration of the substance will be minimized to the extent technically and economically feasible.
2. Compliance with the PAL is either not technically or economically feasible.
3. The enforcement standard for the substance will not be attained or exceeded at the point of standards application.
4. Any existing or projected increase in the concentration of the substance above the background concentration does not present a threat to public health or welfare.

Based on the information you provided, the Department believes that the above criteria have been or will be met based on the limited amount of impacted soil and the results of modeling of site conditions. Therefore, pursuant to s. NR 140.28(2)(b), Wis. Adm. Code, an exemption to the PAL is granted for Trichloroethene at MW-8 and MW-8A. This letter serves as your exemption.


If this is a PECFA site, section 101.143, Wis. Stats., requires that PECFA claimants seeking reimbursement of interest costs, for sites with petroleum contamination, submit a final reimbursement claim within 120 days after they receive a closure letter on their site. For claims not received by the PECFA Program within 120 days of the date of this letter, interest costs after 60 days of the date of this letter will not be eligible for PECFA reimbursement.

When the above conditions have been satisfied, please submit a letter to let me know that applicable conditions have been met, and your case will be closed. Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the GIS Registry. To review the site on the GIS Registry web page, visit <http://maps.dnr.state.wi.us/brrts>.

Please be aware that the case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, or welfare or to the environment.

We appreciate your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at the above address or (414)263-8557.

Sincerely,



Margaret M. Brunette, P.G.  
Hydrogeologist  
Bureau for Remediation & Redevelopment

cc: Bill Phelps, DG/2  
Jim Hutchens - RMT

Document Number

DEED RESTRICTION

Declaration of Restrictions

In Re:

Parcel 2 of Certified Survey Map (CSM) No. 2687, as recorded in Volume 8 of Certified Survey Maps, Pages 528-530, Document No. 2022596, being a division of Parcel 1 of CSM No. 1703 recorded in Volume 5 of CSMs on page 207 & 208 as Document No. 1472072 in the Office of the Register of Deeds for Racine County, Wisconsin, and being part of the Northwest 1/4 of the Northeast 1/4 of Section 20, and Lots 1, 9 and 10, Block 1 of Petersen's Addition, all in Township 3 North, Range 23 East, in the City of Racine, Racine County, Wisconsin

Recording Area

Name and Return Address

STATE OF WISCONSIN  
COUNTY OF RACINE

WHEREAS, S&R Real Estate LLC is the owner of the above-described property.

Parcel Identification Number \_\_\_\_\_  
(PIN)

WHEREAS, one or more chlorinated compound discharges have occurred on this property from one or more areas of contaminated fill, and as of October 1, 1998, when soil samples were collected on this property, Tetrachloroethene and Trichloroethene contaminated soil remained on this property at the following location: North central area of site as shown on Exhibit 1.

WHEREAS, it is the desire and intention of the property owner to impose on the property restrictions which will make it unnecessary to conduct further soil remediation activities on the property at the present time.

NOW THEREFORE, the owner hereby declares that all of the property described above is held and shall be held, conveyed or encumbered, leased, rented, used, occupied, and improved subject to the following limitation and restrictions:

Paving, capping/cover or fencing of the subject property is proposed to limit direct contact to the contaminated soils. This pavement, soil cap/cover or fencing existing or installed in the locations shown on the attached Exhibit 2 shall be maintained in compliance with the Engineering Control Maintenance Plan(s) dated May 2005 and Addendum dated December 8, 2005 submitted to the Wisconsin Department of Natural Resources by RMT Inc., as required by section NR 724.13 (2) Wisconsin Administrative Code (October 1999).

This pavement, capping/cover or fencing must be maintained in order to prevent direct contact with the residual soil contamination that might otherwise pose a threat to human health. If soil that remains on the property in the location or locations described above where there is residual contamination is excavated in the future, the soil must be sampled and analyzed, may be considered solid or hazardous waste if residual contamination remains, and must be stored, treated and disposed in compliance with applicable statutes and rules.

In addition, the following activities are prohibited on any portion of the above described property where fencing, capping /cover or pavement is required, as shown on Exhibit 2 unless prior written approval has been obtained from the Wisconsin Department of Natural Resources or its successor or assign: (1) Replacement with another barrier;(2) Excavating or grading of the land surface; (3) Filling on capped or paved areas; (4) Plowing for agricultural cultivation; and (5) Construction or placement of a building or other structure in an area where fencing or pavement is required.

This restriction is hereby declared to be a covenant running with the land and shall be fully binding upon all persons acquiring the above-described property whether by descent, devise, purchase or otherwise. This restriction inures to the benefit of and is enforceable by the Wisconsin Department of Natural Resources, its successors or assigns. The Department, its successors or assigns, may initiate proceedings at law or in equity against any person or persons who violate or are proposing to violate this covenant, to prevent the proposed violation or to recover damages for such violation.

Any person who is or becomes owner of the property described above may request that the Wisconsin Department of Natural Resources or its successor issue a determination that one or more of the restrictions set forth in this covenant is no longer required. Upon the receipt of such a request, the Wisconsin Department of Natural Resources shall determine whether or not the restrictions contained herein can be extinguished. If the Department determines that the restrictions can be extinguished, an affidavit, attached to a copy of the Department's written determination, may be recorded by the property owner or other interested party to give notice that this deed restriction, or portions of this deed restriction, are no longer binding.

By signing this document, \_\_\_\_\_ asserts that he or she is duly authorized to sign this document on behalf of S&R Real Estate LLC.

IN WITNESS WHEREOF, the owner of the property has executed this Declaration of Restrictions, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission \_\_\_\_\_

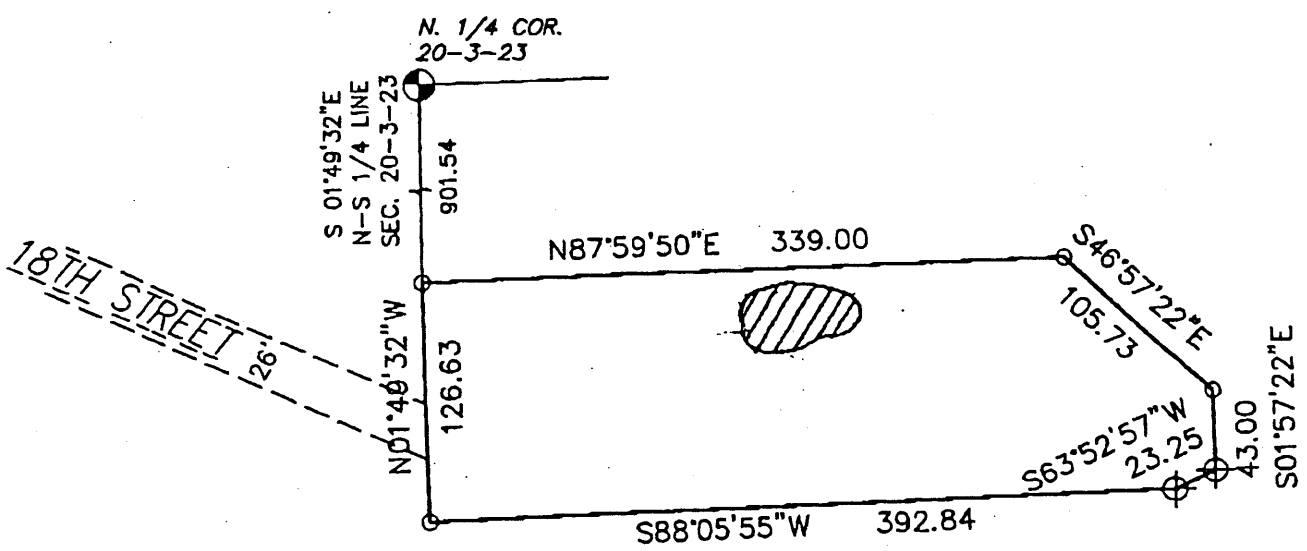
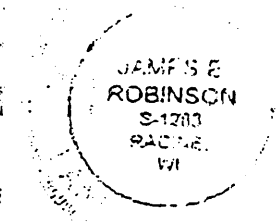
This document was drafted by \_\_\_\_\_ based on a model deed restriction provided by the Wisconsin Department of Natural Resources.

Plat of a survey for S & R REAL ESTATE, LTD of PARCEL 2, CSM 2687, as recorded in Vol. 8 of CSM's on pages 528-530 as Document No. 2022596, and being a recorded plat in the City of Racine, Racine County, Wisconsin.

Certificate

The above-described property has been surveyed under my direction and the map hereon drawn is a correct representation thereof.

09/23/2005 James E Robinson



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

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.

LEGEND

- = SET 1" IRON PIPE
- = IRON STAKE FOUND
- ⊙ = P.K. NAIL
- ⊖ = SET CHISEL "V"
- ⊠ = OFFSET HUB
- = RACKBAR FOUND
- ⊗ = SET CHISEL "X"
- ⊕ = OFFSET HUB ELEV.
- x 999.99 = EX. SPOT GRADE



FIELD WORK 9-22-05 BY TTH JRN  
 DRAWN 9-23-05 BY JER  
 SCALE 1" = 100'  
 JOB NO. 2005.836  
 SHEET 1 OF 1 SHEETS

**NM & B** Nielsen Madsen & Barber, S.C.  
 1339 Washington Avenue Racine, Wisconsin 53403  
 Phone (262) 634-5588  
 Facsimile (262) 634-5024 Email nmb@nmbnc.net

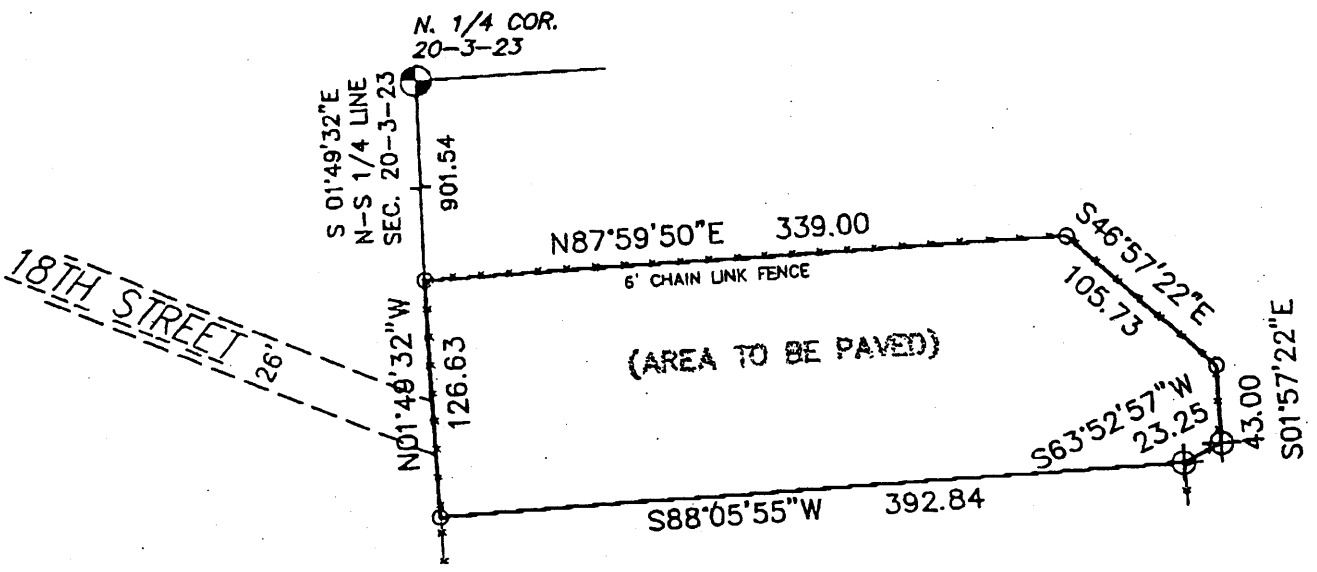
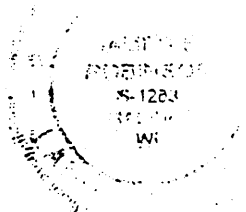
Exhibit 1

Plat of a survey for S & R REAL ESTATE, LTD of PARCEL 2, CSM 2687, as recorded in Vol. 8 of CSM's on pages 528-530 as Document No. 2022596, and being a recorded plat in the City of Racine, Racine County, Wisconsin.

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09/23/2005 James E. Robinson



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- x 999.99 = EX. SPOT GRADE



FIELD WORK 9-22-05 BY TTH JRN  
 DRAWN 9-23-05 BY JER  
 SCALE 1" = 100'  
 JOB NO. 2005.336  
 SHEET 1 OF 1 SHEETS

**NM & B** Nielsen Madsen & Barber, S.C.  
 1339 Washington Avenue Racine, Wisconsin 53403  
 Phone (262) 634-5588  
 Facsimile (262) 634-5024 E-mail nmb@nmbc.net

Exhibit 2