



## DECLARATION OF CROSS EASEMENTS

maintenance, replacement, repair and use of necessary facilities, appliance, lines, laterals or other necessary appurtenances necessary, appropriate or convenient for the supply of water and disposal of Sanitary waste to and from the Servient Parcels;

NOW THEREFORE, in consideration of the benefits to be realized by such joint use, PANHANDLE CAPITAL, LLC does hereby declare as follows:

1. PANHANDLE CAPITAL, LLC does hereby establish, give, grant, and convey to itself, its respective successors, successors-in-title, and assigns, and the tenants, customers, employees, and invites of such parties, a non-exclusive easement appurtenant to each of the Parcels for passage and use for the purpose of ingress and egress to and from each of the Parcels from present State Trunk Highway 32, also known as Sheridan Road, 80<sup>th</sup> Street and 14<sup>th</sup> Avenue, all adjacent to the Subject Property, and for the purpose of walking upon and driving and parking vehicles upon and across all those sidewalks, entrances, drives, lanes, and parking areas in each of the Parcels which are now or may hereafter from time to time be used: 1.) for pedestrian and vehicular traffic and parking, and for the purpose of drainage of surface water over, across, and under the Parcels; 2.) for the purpose of using any water retention basin located on any of the Parcels; and, 3.) for the purpose of installation, maintenance, and repair of underground utilities serving any portion of the Parcels over and across such portion of the Parcels as is not within the building area shown on the Survey.

2. No party hereto shall, at any time prior to the termination of the easements herein granted, erect or construct, or cause to be erected or constructed, any fence, wall, curb, or other barrier between any of the Parcels or in any manner interfere with or restrict the full and complete use and enjoyment by any party of the easements herein granted.

3. In connection with the installation, maintenance, or repair of utilities as provided for in paragraph 1 hereof, the owner of the parcel to which such utilities are being installed shall insure that such installations, maintenance, or repair is undertaken in a manner so as to minimize the effect of ease of access by customers and other business invitees to other business located on the balance of the Parcels. All such work shall be done promptly and in a good workmanlike manner. Any portion of the Parcels which is affected by such installation, maintenance, and or repair shall be restored to the same condition as existed prior to such work.

## DECLARATION OF CROSS EASEMENTS

4. Each party hereby grants and conveys to the other party, its successors, successors-in-title, assigns, or tenants, at any time and from time to time during the term of this Agreement, the right, but not the obligation, to enter upon the other party's parcel or parcels for the purpose of constructing, installing, and maintaining the parking lot, driveways, sidewalks, and lighting as more particularly shown on the Survey.

5. The parking lot, sidewalks, driveways, and lighting located on the Parcels shall be maintained in good order and repair by the respective owners of such Parcels at all times, including striping, snow, ice and trash removal. The owner of each of such Parcels shall keep the parking lot located thereon lighted during the hours of business maintained by any tenant or business enterprise located on all such Parcels.

6. The easements, restrictions, and agreements provided for herein shall be effective upon execution of this Cross Easement Agreement by PANHANDLE CAPITAL, LLC hereto. The easements provided for herein shall run with the land and shall constitute a use for Cross benefits to and burdens upon the Parcels. The easements provided for herein shall inure to the benefit of and be binding upon the respective successors, successors-in-title, assigns, heirs, and tenants of each party hereto and the customers, employees, and invitees of such parties, and shall remain in full force and effect and shall be unaffected by any change in ownership of any of the Parcels or any of them, or by any change of use, demolition, reconstruction, expansion, or other circumstances, except as specified herein. The agreement and undertakings by each party hereto shall be enforceable by action for specific performance, it being agreed by both parties hereto that an action for damages would not be an adequate remedy for a breach of this Cross Easement Declaration.

7. This instrument is not intended to, and should not be construed to dedicate the said easement areas to the general public, nor shall this instrument be construed to restrict the use and development of the Parcels except as stated herein. Without limiting the generality of the foregoing and subject to the limitations contained herein, the owners of said Parcels shall have the right to expand, alter, modify, or demolish all or part of the buildings they propose to construct on the Parcels or develop said Parcels in any manner they see fit, it being the intent of this instrument to grant Cross easements over parking, drives, sidewalks, and common areas as they exist from time to time without limiting the right of the owners of the Parcels to alter, demolish, or redevelop said areas. Except that, no

## DECLARATION OF CROSS EASEMENTS

demolition, modification, alteration or expansion shall be made unless and until: 1.) the owner of said Parcels shall have obtained approval of the City of Kenosha and any regulatory body subsidiary thereto for the proposed demolition, modification, alteration or expansion; 2.) adequate provision shall be made for compliance with all applicable land use and zoning codes pertaining to minimum parking requirements as such exist at the time of said demolition, modification, alteration or expansion; and, 3.) no change which materially disrupts or prevents access to any of the Servient Parcels without the consent of the owners of all of the Servient Parcels.8. Except as is present on the date of this Declaration of Cross Easements, no owner of any Parcel shall lease, rent or occupy or allow to be occupied any part of any of the Subject Parcels for the purpose of conducting business as or for use as a discount store; variety or general merchandise store; a dollar bargain store; or, a close out or odd lot store. This covenant shall expire one-hundred eighty (180) days following the date of cessation of business of all present owners, occupants or tenants of the Subject Parcels engaged in any such or similar business.

9. Upon the written request of the owner of any of the Parcels, the then owner of any Parcel, or any portion thereof, shall execute and deliver, within ten (10) days after receipt of such request, a certificate certifying that there are no known defaults on the part of any party to this Declaration or, if there are such defaults, specifying the particulars of such defaults and the action required to remedy it and certifying that there are no setoffs or defenses to the enforcement of the terms of this Declaration, or if there are, specifying the particulars of such setoffs or defenses.

10. This Declaration shall be recorded in the public records of Kenosha County, Wisconsin and shall be prior in title to any deed, mortgage or other instrument which is now or may hereafter be placed upon any of the Parcels.

IN WITNESS WHEREOF, PANHANDLE CAPITAL, LLC hereto has executed this Cross Easement Declaration under seal as of the date first above written.

DECLARATION OF CROSS EASEMENTS

Panhandle Capital, LLC, An Illinois Limited Liability Company authorized to conduct its affairs in the State of Wisconsin

By Capital Funds Alliance, LLC, an Illinois Limited Liability Company, Its Manager

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

Lewis A. Bird, Its Managing Member

DECLARATION OF CROSS EASEMENTS

STATE OF ILLINOIS            )  
  )     ss.  
COUNTY OF SANGAMON    )

On this 21<sup>st</sup> day of May, 2012, before me appeared Lewis A. Bird, personally known to me, who first being duly sworn, did say that: he is the Managing Member of Capital Funds Alliance, LLC, An Illinois Limited Liability Company; Capital Funds Alliance, LLC is the Manager of Panhandle Capital, LLC, An Illinois Limited Liability Company authorized to conduct its affairs in the State of Wisconsin; All necessary action of Capital Funds Alliance, LLC and Panhandle Capital, LLC to authorize his signature on the foregoing Declaration of Cross Easements has been taken and is still in full force and effect; he signed the foregoing instrument; and, acknowledged his signature of said instrument to be the free act and deed of Capital Funds Alliance, LLC as manager of Panhandle Capital, LLC for the uses and purposes set forth therein.

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

(SEAL)

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

# DECLARATION OF CROSS EASEMENTS

## EXHIBIT A LEGAL DESCRIPTION

Part of the Northwest Quarter of Section 7, Town 1 North, Range 23 East of the Fourth Principal Meridian, and being more particularly described as: Beginning at the Southeast corner of Lot 48 in KIRCHNER HIGHLANDS FIRST ADDITION, a plat of record and on file at the Kenosha County Land Registry, which corner is also on the West line of State Trunk Highway "32" (Sheridan Road); thence South  $02^{\circ}47'00''$  East along and upon said West line, 459.79 feet and to the North line of 80th Street; thence South  $89^{\circ}17'04''$  West along and upon said North line, 229.45 feet and to the East line of 14th Avenue; thence North  $02^{\circ}45'36''$  West along and upon said East line, 481.78 feet and to a point which is 22.00 feet North  $02^{\circ}45'36''$  West from the Southwest corner of Lot 43 in the aforesaid Kirchner Highlands First Addition; thence North  $89^{\circ}17'04''$  East parallel to the South line of said Lot 43, 114.24 feet and to the East line of said Lot 43; thence South  $02^{\circ}45'48''$  East along and upon said East line, 22.00 feet to the Southeast corner of said Lot 43; which point is also the Southwest corner of the aforesaid Lot 48; thence North  $89^{\circ}17'04''$  East along and upon the South line of said Lot 48, 115.00 feet and to the point of beginning; lying and being in the City of Kenosha, County of Kenosha, and State of Wisconsin.

Tax Key No. 06-123-07-286-007

To be known as: Parcels 1, 2 and 3 of a Certified Survey Map recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on May 17, 2012 as Document No. 1672895, being part of the Northwest  $\frac{1}{4}$  of Section 7, Township 1 North, Range 23 East. Said land being in the City of Kenosha, County of Kenosha, State of Wisconsin.

Address: 7944 Sheridan Road, Kenosha, Wisconsin

# DECLARATION OF CROSS EASEMENTS

Exhibit B

Certified Survey Map



**CERTIFIED SURVEY MAP**

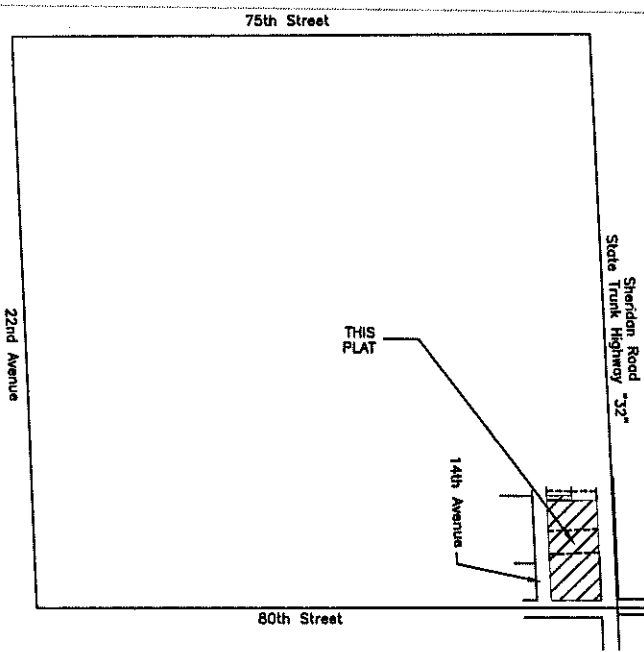
-for-

**PANHANDLE CAPITAL, LLC**

807 Rickard Road  
Springfield, IL 62704

in NW1/4 Section 7-1-23

**CITY OF KENOSHA  
KENOSHA COUNTY, WIS.**



**LOCATION SKETCH**  
NW1/4 Section 7-1-23

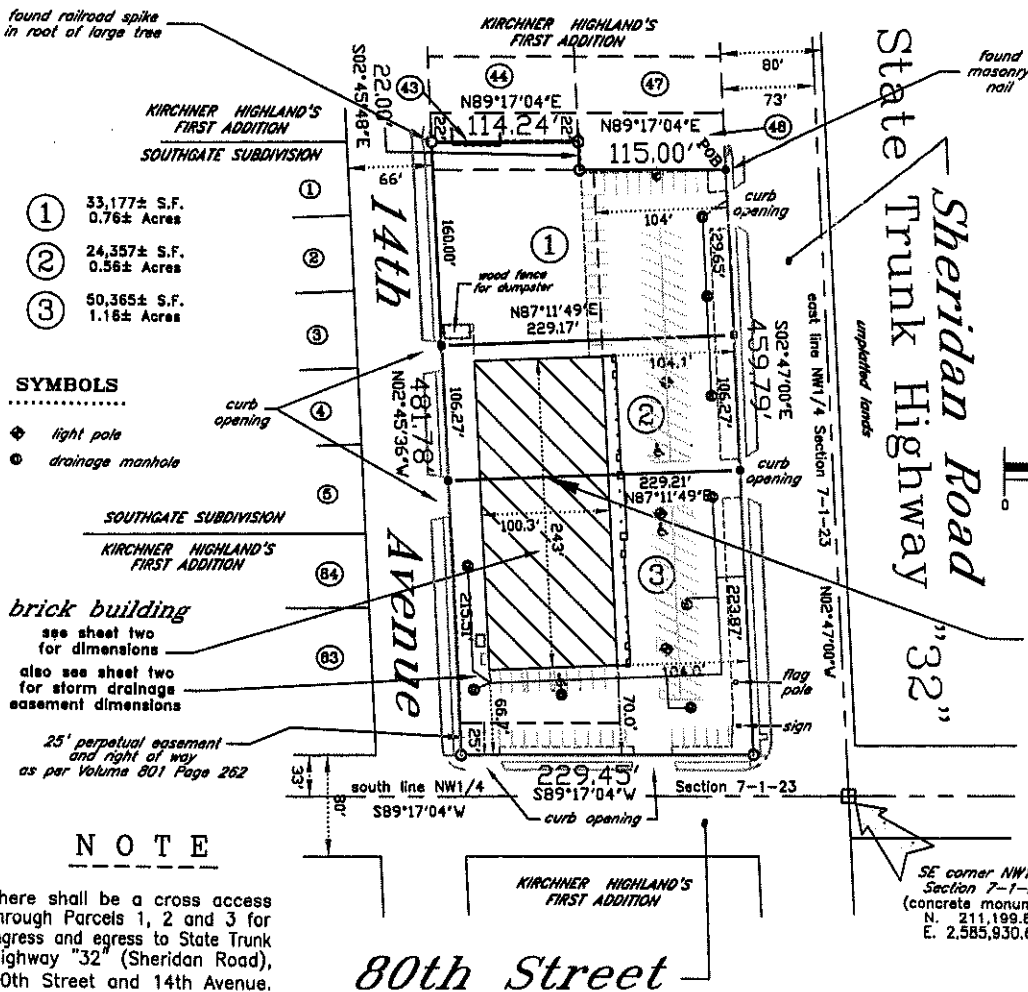
denotes iron pipe  
marker found  
(unless noted)

denotes masonry nail set in asphalt  
(unless noted)

**NOTE**

Bearings refer to grid north, Wisconsin  
plane coordinate system, south zone.

LOT 1 - No development shall be permitted to Lot 1 until such time as a detailed drainage plan is submitted to and approved by the City of Kenosha Engineering Department and City of Kenosha Department of Planning and Development.



- ① 33,177± S.F.  
0.76± Acres
- ② 24,357± S.F.  
0.56± Acres
- ③ 50,365± S.F.  
1.16± Acres

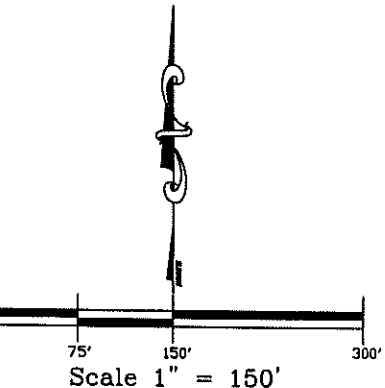
- SYMBOLS**
- ◆ light pole
  - drainage manhole

**brick building**  
see sheet two for dimensions  
also see sheet two for storm drainage easement dimensions

**25' perpetual easement and right of way**  
as per Volume 801 Page 262

**NOTE**

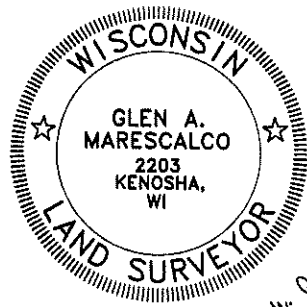
There shall be a cross access through Parcels 1, 2 and 3 for ingress and egress to State Trunk Highway "32" (Sheridan Road), 80th Street and 14th Avenue.



Engineering or Architectural investigation is advised to determine relationship of wall between buildings.

**NOTE**

Parcels 1, 2 and 3 are restricted to current access points on each parcel to State Trunk Highway "32" (Sheridan Road), 80th Street and 14th Avenue.



MARESCALCO COUNTYWIDE SURVEYING, INC.  
1120 80TH STREET  
KENOSHA WI 53143  
(262) 654 6809  
FAX (262) 654 1120

*[Signature]*  
GLEN A. MARESCALCO (S-2203)  
Wisconsin Registered Land Surveyor  
January 24, 2012 Revised 5/1/12

**NOTE**

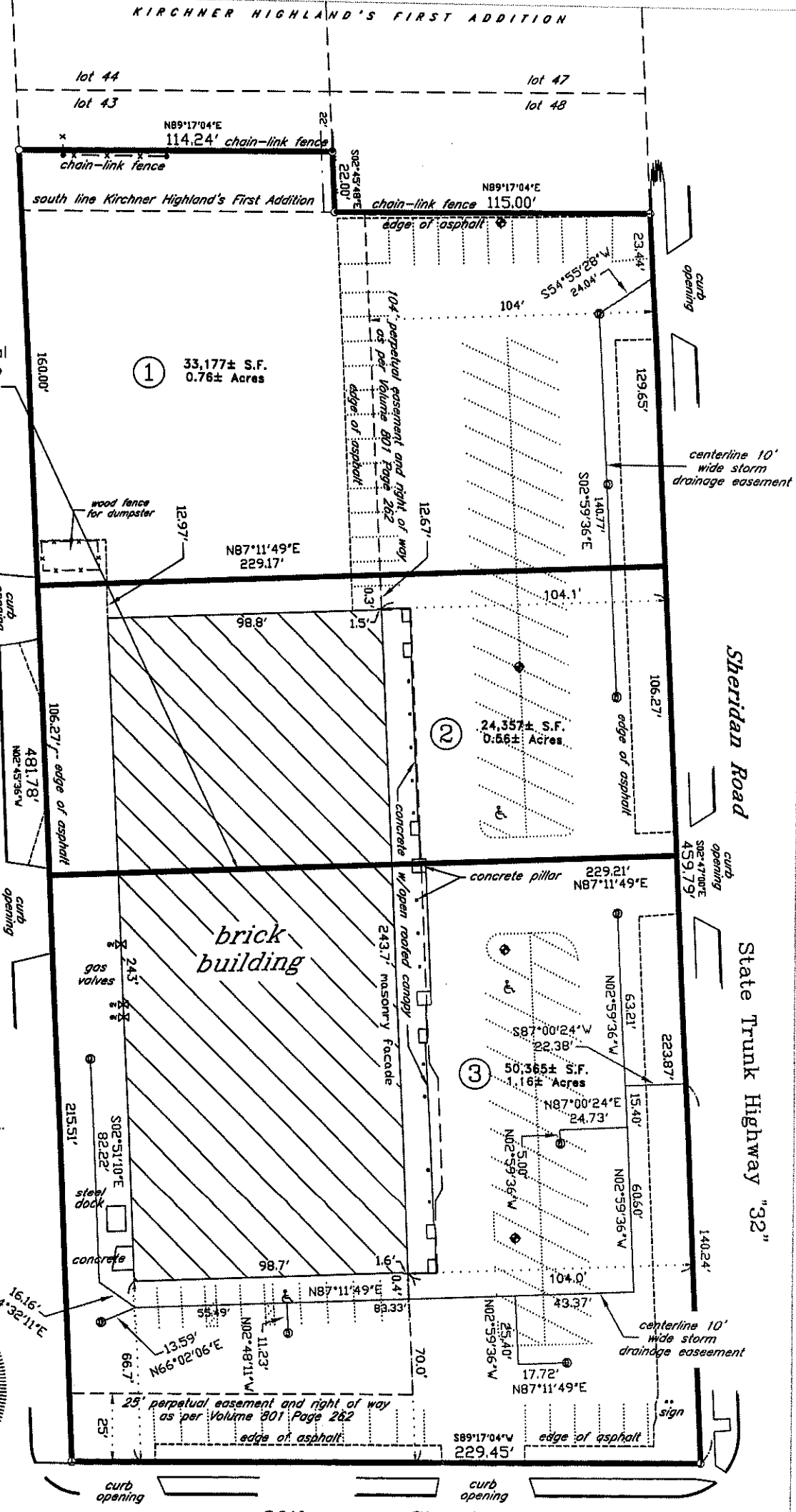
Parcels 1, 2 and 3 are restricted to current access points on each parcel to State Trunk Highway "32" (Sheridan Road), 80th Street and 14th Avenue.

**NOTE**

There shall be a cross access through Parcels 1, 2 and 3 for ingress and egress to State Trunk Highway "32" (Sheridan Road), 80th Street and 14th Avenue.

Engineering or Architectural investigation is advised to determine relationship of wall between buildings.

KIRCHNER HIGHLAND'S FIRST ADDITION



1" = 50'

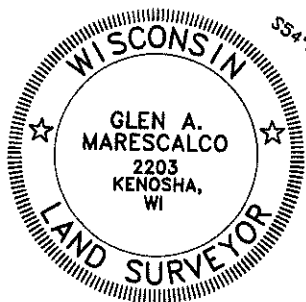
**SYMBOLS**

- ◆ light pole
- drainage manhole

MARESCALCO COUNTYWIDE SURVEYING, INC.  
 1120 80TH STREET  
 KENOSHA, WI 53143  
 (262) 654 6809  
 FAX (262) 654 1120

GLEN A. MARESCALCO  
 (S-2203)

Wisconsin Registered Land Surveyor  
 January 24, 2012  
 Revised 5/11/12



CERTIFIED SURVEY MAP

I, GLEN A. MARESCALCO, SURVEYOR, hereby certify that I have prepared this certified survey map, the exterior boundaries of which are described as:

Part of the Northwest Quarter of Section 7, Town 1 North, Range 23 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin and being more particularly described as follows: Beginning at the southeast corner of LOT 48 in KIRCHNER GARDENS HIGHLANDS FIRST ADDITION, a plat of record and on file at the Kenosha County Land Registry, as per Document Number 157987, which corner is also on the west right of way line of State Trunk Highway "32" (Sheridan Road); thence S02°47'00"E along and upon said west line, 457.79 feet and to the north right of way line of 80th Street; thence S89°17'04"W along and upon said north line, 229.45 feet and to the east right of way line of 14th Avenue; thence N02°45'36"W along and upon said east line, 481.78 feet and to point which is 22.00 feet N02°45'36"W from the southwest corner of LOT 43 in the aforesaid KIRCHNER HIGHLANDS FIRST ADDITION; thence N89°17'04"E parallel to the south line of said LOT 43, 114.24 feet and to the east line of said LOT 43; thence S02°45'48"E along and upon said east line, 22.00 feet and to the southeast corner of said LOT 43, which point is also the southwest corner of the aforesaid LOT 48; thence N89°17'04"E along and upon the south line of said LOT 48, 115.00 feet and to the point of beginning. Containing 2.48 acres, more or less (107,899 square feet, more or less).



That I have complied with the provisions of chapter 236.34 of the State Statutes on certified surveys and the subdivision regulations of the City of Kenosha.

Dated this 24th day of January, 2012.

REVISER 5/12  
SURVEYOR.....  
GLEN A. MARESCALCO (S-2203)

As owner, I hereby certify that we caused the land described on this plat to be surveyed, divided and mapped as represented on this plat.

STATE OF WISCONSIN  
KENOSHA COUNTY S.S.



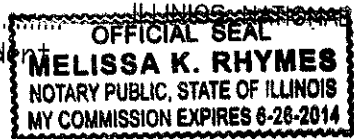
.....  
LEWIS A. BIRD

Personally came before me this 15th day of May, 2012, the above named Lewis A. Bird, to me known to be the person who executed the foregoing instrument and acknowledged the same.

My Commission Expires 6-26-14  
.....  
MELISSA K. RHYMES

Illinois National Bank, as mortgagee of the lands described hereby certify that we caused the lands described on this plat, does hereby consent to the surveying, dividing and mapping as represented on this plat and does hereby consent to the certificate of PANHANDLE CAPITAL, LLC, owners of said lands.

.....  
Steve Keenan - Sr. Vice President



.....  
John Wilson - Chief Lending Officer

STATE OF WISCONSIN  
KENOSHA COUNTY S.S.

Personally came before me this 15th day of May, 2012, the above named Steve Keenan and John Wilson, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

My Commission Expires 6-26-14  
.....  
MELISSA K. RHYMES

This certified survey map has been submitted to and approved by the Common Council of the City of Kenosha on this 19th day of March, 2012.

CITY CLERK.....  
Debra Salas

OWNER.....

MAYOR.....  
Keith Bosman

PANHANDLE CAPITAL, LLC  
807 Rickard Road  
Springfield, IL 62704