

Cover page for:

**Preliminary Title Insurance Schedules
(with copies of recorded exceptions)**

Preliminary title insurance schedules prepared by:

BRABAZON / Title Team Group, LLC

(File Number: RR290852)

**Auction Tract 9
(Rock County, Wisconsin)**

For March 10, 2021 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

D.M.D Investment, Inc., et al.

BRABAZON | Title Team Group, LLC
agent for
Chicago Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: BRABAZON | Title Team Group, LLC
Issuing Office: 2851 Liberty Lane, Janesville, WI 53545
Issuing Office's ALTA® Registry ID: 1170703
Loan ID Number:
Commitment Number: RR290852
Issuing Office File Number: RR290852
Property Address: 2225 Red Barn Lane, Beloit, WI 53511

Revision Number:
Hud No.

SCHEDULE A

1. Commitment Date: January 19, 2021 at 07:59 AM
2. Policy to be issued:
 - (a) **Owner's Policy: ALTA - 2006 (6/17/06)**
Proposed Insured: PTBN
Proposed Policy Amount: \$ 15,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
D.M.D. Investment, Inc
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

BRABAZON | Title Team Group, LLC

By: Rica M. Kieber
Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Commitment No. RR290852

BRABAZON | Title Team Group, LLC
agent for
Chicago Title Insurance Company
SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from D.M.D. Investment, Inc to PTBN.
5. We should be furnished with a certified copy of the resolution adopted by the Board of Directors of D.M.D. Investment, Inc. authorizing the execution of the proposed Warranty Deed.
6. This company should be provided with a notarized affidavit from all seller(s), purchaser(s), borrower(s), lessee(s), and any other parties holding interest in the land establishing:
 - (i) the identity of any broker(s), known to have an agreement with the affiant, or any party claiming by, through or under said affiant, relative to any interest in the land, and
 - (ii) the amount of compensation due or to become due such broker(s), or
 - (iii) certifying that there are no broker(s) with any lien, or right to a lien, under any existing agreement with a broker.

In the event that said affidavit(s) is not provided, then our policy(ies) when issued shall contain the following exception:

"Any lien, or right of lien, of a broker for compensation agreed upon by the broker and the broker's client or customer under the terms of any agreement for the purpose of buying, selling, leasing, financing, or otherwise conveying any interest in the land, under WIS. STAT. 779.32 .

7. The Proposed Policy Amount shown in Paragraph 2 of Schedule A hereof, must be increased to an amount equivalent to the full value of the subject premises before the Policy will be issued. At such time, additional charges will be made in conformity with established rates.

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AMERICAN
LAND TITLE
ASSOCIATION



Commitment No. RR290852

SCHEDULE B
(Continued)

For each policy to be issued as identified in Schedule A, Item 2; the company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

This Commitment does not insure against judgments and/or liens which may appear of record against the unnamed proposed owner(s). Said judgments and/or liens, if any, will be made part of the Commitment after the name(s) of said proposed owner(s) are disclosed to us.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

NOTE: Exception 1 of Schedule B-II will be removed only if a gap endorsement is attached to this commitment and the requirements for the issuance of gap coverage as described in the endorsement are met, including the payment of premium.

2. Special taxes or assessments, if any, payable with the taxes levied or to be levied for the current and subsequent years.

NOTE: Exception 2 of Schedule B-II will be removed only if the Company receives written evidence from the municipality that there are no special assessments against the Land, or that all such items have been paid in full.

3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due and payable on the development or improvement of the Land, whether assessed or charged before or after the Date of Policy.

The company assures the priority of the lien of the insured mortgage over any such lien, charge or fee.

NOTE: Exception 3 of Schedule B-II will be removed only if the Company receives (1) written evidence from the municipality that there are no deferred charges, hook-up fees, or other fees or charges attaching to the property; (2) evidence that the Land contains a completed building; and (3) statement showing that the Land has a water and sewer use account. If the Land is vacant, this exception will not be removed.

4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: Contact the Company for information on the deletion of this exception.

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SCHEDULE B
(Continued)

- 5. Rights or claims of parties in possession not shown by the public records.

NOTE: Exception 5 of Schedule B-II will be removed only if the Company receives a Construction Work and Tenants Affidavit on a form prepared by the Company. If the affidavit shows that there are tenants, Exception 5 will be replaced by an exception for the rights of the tenants disclosed by the Affidavit.

- 6. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- 7. Easements or claims of easements not shown by the public records.
- 8. Any claim of adverse possession or prescriptive easement.

NOTE: Exceptions 6, 7 and 8 of Schedule B-II will be removed only if the Company receives an original survey which which (i) has a current date, (ii) is satisfactory to the Company, and (iii) complies with current ALTA/ACSM Minimum Survey Standards or Wisconsin Administrative Code Chapter AE-7 together with the certification agreed on between the Wisconsin Land Title Association and the Wisconsin Society of Land Surveyors on April 1, 1974. If the survey shows matters which affect the title to the property, Exceptions 6, 7 and 8 will be replaced by exceptions describing those matters.

- 9. General taxes for the year 2021 and subsequent years not yet due and payable.
PARCEL #21860500 TAX ID #206 21860500
NOTE: 2020 taxes are paid in full in the amount of \$106.81.

- 10. Possible marital rights of the spouse of any individual insured and rights of parties claiming by, through, or under said spouse.
- 11. Reservation for utility easements and water main easements as designated on the Certified Survey Map, recorded 06/08/2015 in Volume 36 of Certified Survey Maps, Pages 478 - 481, as Document No. 2028432.
- 12. Easement Agreement by and between Chambers IV, LLC and D.M.D. Investment, Inc., dated 06/15/2015, recorded 06/18/2015, as Document No. 2029223.

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File Number: RR290852

EXHIBIT A

Lot 2 of Certified Survey Map recorded June 8, 2015, as Document No. 2028432, in Volume 36, of Certified Survey Maps, on Pages 478 - 481, in the office of the Register of Deeds for Rock County, Wisconsin; being part of the SE 1/4 of the SW 1/4 and part of the NE 1/4 of the SW 1/4 of Section 18, T.1N., R.13E. of the 4th P.M., City of Beloit, County of Rock, State of Wisconsin.



COPY NOT TO SCALE

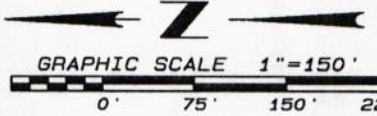
2028432

RANDAL LEYES
REGISTER OF DEEDS
ROCK COUNTY, WI
RECORDED ON
06/08/2015 02:18:27PM

REC FEE: 30.00
EXEMPT #:
EXCLUSION CODE:
PAGES: 4

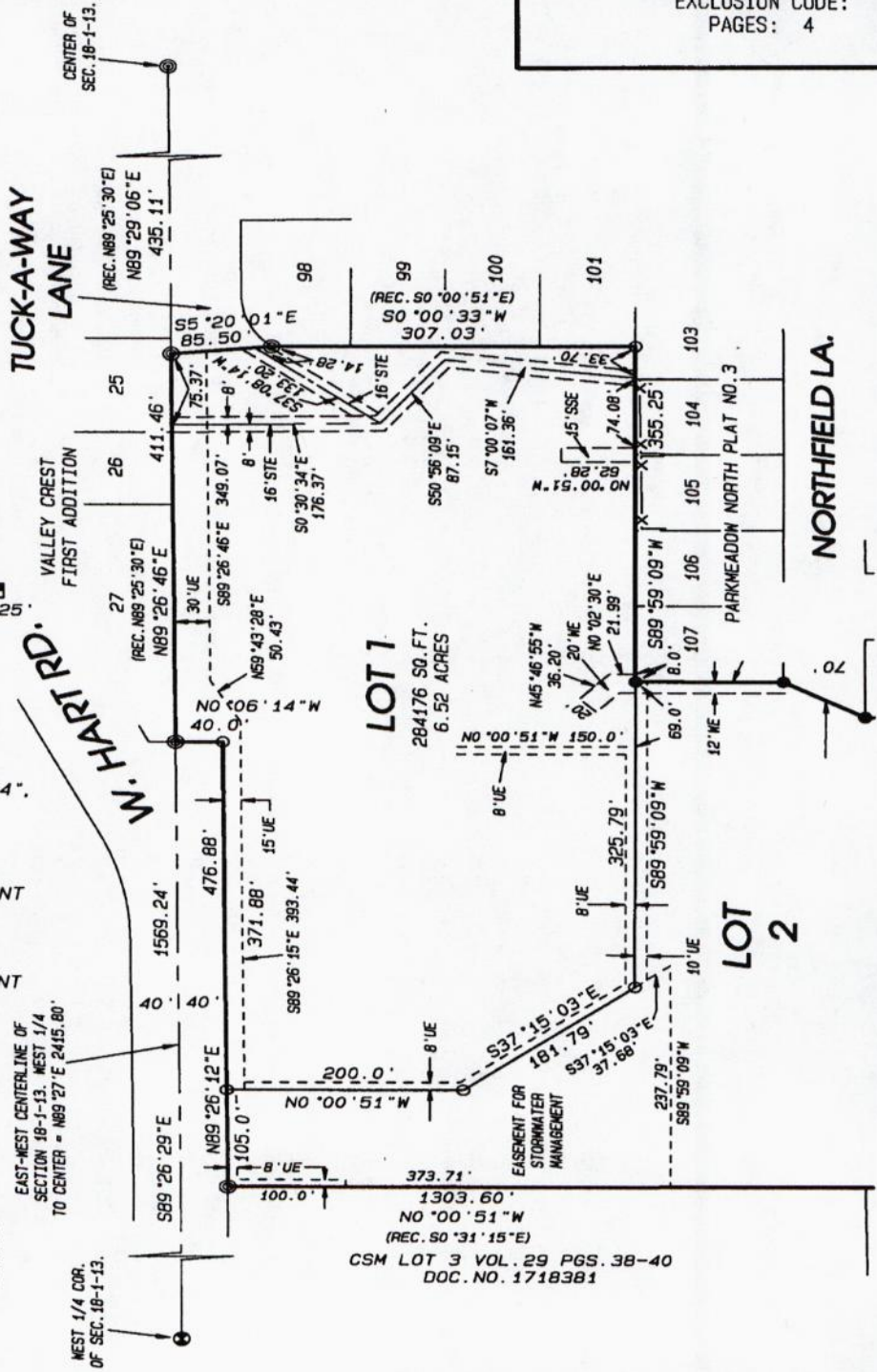
CERTIFIED SURVEY MAP

PART OF THE SE 1/4 OF THE SW 1/4 AND PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 18, T.1N., R.13E. OF THE 4TH P.M., CITY OF БЕЛОИТ, ROCK COUNTY, WISCONSIN.



LEGEND:

- SET IRON PIN, 3/4"x 24", 1.5 LBS./LIN.FT.
- FOUND IRON PIN
- ⊙ FOUND IRON PIPE
- ⊕ FOUND ALUMINUM MONUMENT
- X— FENCE
- STE STORM SEWER EASEMENT
- SSE SANITARY SEWER EASEMENT
- WE WATER MAIN EASEMENT
- UE UTILITY EASEMENT



- SEE SHEET 2 -

For Applicant see doc # 2033375

478

Project No. 114 - 393
For: CHAMBERS II, LLC

SHEET 1 OF 4 SHEETS

Combs & Associates

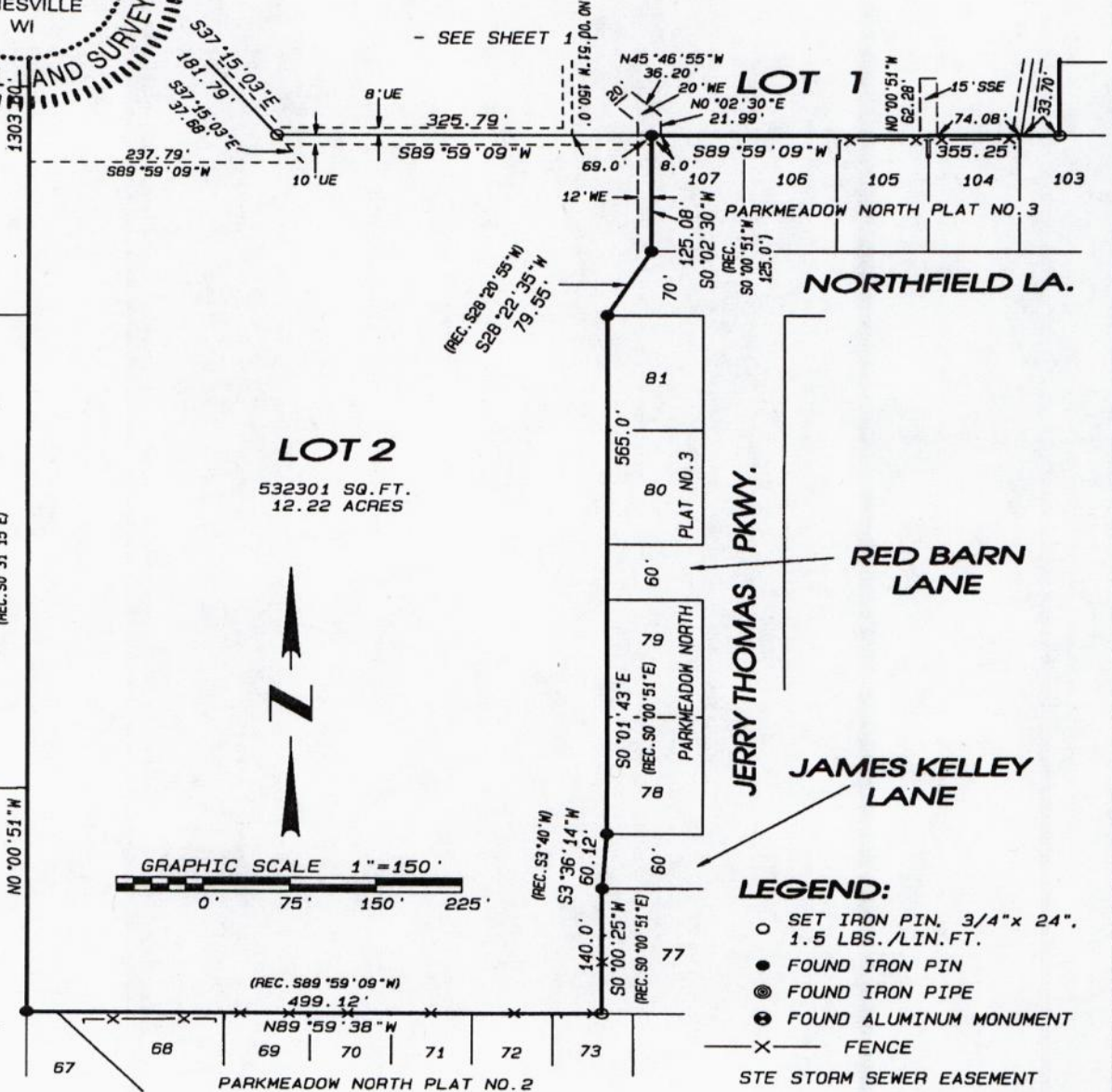
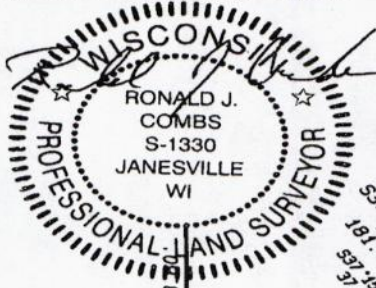
- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 W. Milwaukee St.
Janesville, WI 53548
www.combsurvey.com

tel: 608 752-0575
fax: 608 752-0534

CERTIFIED SURVEY MAP

PART OF THE SE 1/4 OF THE SW 1/4 AND PART OF THE NE 1/4 OF THE
SW 1/4 OF SECTION 18, T.1N., R.13E. OF THE 4TH P.M., CITY OF БЕЛОIT,
ROCK COUNTY, WISCONSIN.



NOTE: ASSUMED N89°27'E ALONG THE EAST-WEST CENTERLINE OF SECTION 28-1-13

Project No. 114 - 393
For: CHAMBERS II, LLC

SHEET 2 OF 4 SHEETS

Combs & Associates
• LAND SURVEYING
• LAND PLANNING
• CIVIL ENGINEERING

109 W. Milwaukee St.
Janesville, WI 53548 tel: 608 752-0575
www.combssurvey.com fax: 608 752-0534

1179

CERTIFIED SURVEY MAP

PART OF THE SE 1/4 OF THE SW 1/4 AND PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 18, T.1N., T.13E. OF THE 4TH P.M., CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE OF DEDICATION – D.M.D. Investment, Inc.,
an Illinois Corporation**

As owners, we hereby certify that we have caused the land described on this map to be surveyed, divided, mapped and dedicated as represented hereon.

x Don Busch
Don Busch
x [Signature]
Mike Busch



State of Illinois
County of Boone SS. Personally came before me this 2nd day of June, 2015, Don Busch, and Mike Busch, to me well known to be the persons who executed the owner's certificate hereon shown and acknowledged the same.

Notary Public, Boone County, Illinois, Nancy A. Pollock

My Commission 4-23-17



CITY OF БЕЛОIT APPROVAL

Approved by the Planning Commission of the City of Beloit this 18th day of March, 2015.

By: [Signature]
Drew Pennington, AICP, Dir. of Planning & Building

ROCK COUNTY TREASURER'S CERTIFICATE

I hereby certify that the Property Taxes on the parent parcel are current and have been paid as of 6-8, 2015.

Rock County Treasurer [Signature]

SHEET THREE OF FOUR SHEETS
Project No. 114-393 For: CHAMBERS II, LLC
COMBS & ASSOCIATES, INC.-SURVEYING-MAPPING-PLANNING-JANESVILLE, WI

087

CERTIFIED SURVEY MAP

PART OF THE SE 1/4 OF THE SW 1/4 AND PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 18, T.1N., T.13E. OF THE 4TH P.M., CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

State of Wisconsin

County of Rock

SS.

I, Ronald J. Combs, a Professional Land Surveyor,

do hereby certify that I have surveyed, divided and mapped PART OF THE SE 1/4 OF THE SW 1/4 AND PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 18, T.1N., T.13E. OF THE 4TH P.M., CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS: Commencing at an Aluminum Monument at the West 1/4 Corner of said Section; thence S.89°26'29"E. 1569.24 feet to the SW Corner of Lot 27, "Valley Crest First Addition", also being at the place of beginning for the land to be herein described; thence N.89°26'46"E. along the South Line of said "Addition", 411.46 feet to the West Line of "Parkmeadow North Plat No.3"; thence S.5°20'01"E. along said West Line, 85.50 feet; thence S.0°00'33"W. continuing along said West Line, 307.03 feet; thence S.89°59'09"W. along a jog in said West Line, 355.25 feet; thence S.0°02'30"W. continuing along said West Line, 125.08 feet; thence S.28°22'35"W. continuing along said West Line, 79.55 feet; thence S.0°01'43"E. continuing along said West Line, 565.00 feet; thence S.3°36'14"W. continuing along said West Line, 60.12 feet; thence S.0°00'25"W. continuing along said West Line, 140.00 feet to the North Line of "Parkmeadow North Plat No. 2"; thence N.89°59'38"W. along said North Line, 499.12 feet; thence N.0°00'51"W. 1303.60 feet to the South Line of W. Hart Road; thence N.89°26'12"E. along said South Line, 476.88 feet; thence N.0°06'14"W. 40.00 feet to the place of beginning. Containing 18.744 acres. That such map is a correct representation of all exterior boundaries of the land surveyed and the division of that land. That I have made such survey, division and map by the direction of Steve Keymar and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes in surveying, dividing and mapping the same.

Given under his hand and seal this 8th day of January, 2015, at Janesville, Wisconsin.



RECORDING DATA

No. 2028432 received for record this 8th day of June,
2015, at 2:18 o'clock P.M., and recorded in Volume 36,
Pages 478, 479, 480 + 481 of Certified Survey Maps of Rock County,
Wisconsin.

Register of Deeds

Randal L Hayes

SHEET FOUR OF FOUR SHEETS

Project No. 114-393 For: CHAMBERS II, LLC

COMBS & ASSOCIATES, INC.-SURVEYING-MAPPING-PLANNING-JANESVILLE, WI



2033375

RANDAL LEYES
REGISTER OF DEEDS
ROCK COUNTY, WI
RECORDED ON
08/12/2015 11:26:50AM

REC FEE: 30.00
EXEMPT #:
EXCLUSION CODE:
PAGES: 1

AFFIDAVIT

STATE OF WISCONSIN
COUNTY OF ROCK SS.

RONALD J. COMBS, BEING FIRST DULY SWORN
ON OATH STATES AS FOLLOWS:

1) I, RONALD J. COMBS, AM A DULY LICENSED AND
REGISTERED LAND SURVEYOR IN THE STATE OF
WISCONSIN.

2) A CERTIFIED SURVEY MAP WAS RECORDED IN VOLUME 36, PAGES 478
THRU 481 OF CERTIFIED SURVEY MAPS OF ROCK COUNTY, WISCONSIN
AS DOCUMENT NO. 2028432, LOCATED IN THE SE 1/4 OF THE SW 1/4
AND IN THE NE 1/4 OF THE SW 1/4 OF 18, T.1N., R.13E. OF THE 4TH
P.M., CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN.

3) THRU INADVERTANCE THE BEARING ON THE TIE FROM THE WEST
1/4 CORNER SHOWN AS S89°26'29"E ON THE MAP ON SHEET 1 IS
INCORRECT AND SHOULD READ N89°26'29"E. THIS SAME BEARING
IS INCORRECT IN THE LEGAL DESCRIPTION ON SHEET 4.

4) THIS AFFIDAVIT IS MADE TO CORRECT THE RECORD.

GIVEN UNDER MY HAND AND SEAL THIS 11TH DAY OF AUGUST, 2015.

x *Ronald J Combs*
RONALD J. COMBS, PLS NO. 1330

SUBSCRIBED AND SWORN TO ME THIS 11TH DAY OF AUGUST, 2015.

NOTARY PUBLIC, ROCK COUNTY, WISCONSIN x *Marilyn H Bumsted*

MY COMMISSION *May 10, 2019*

MARILYN H BUMSTED
Notary Public
State of Wisconsin

THIS INSTRUMENT DRAFTED
BY: RONALD J. COMBS



Project No. 114 - 393 CHAMBERS II, LLC

Easement Agreement

Document Number

Document Title

AC

Regarding the Properties legally described as follows:

Lots 1 and 2 of a Certified Survey Map recorded in Volume 36 on Pages 478, 479, 480 and 481 as Document No. 2028432 being part of the SE 1/4 of the SW 1/4 and part of the NE 1/4 of the SW 1/4 of Section 18, T.1N., R.13E., of the 4th P.M., City of Beloit, County of Rock, Wisconsin.



2029223

RANDAL LEYES
REGISTER OF DEEDS
ROCK COUNTY, WI
RECORDED ON
06/18/2015 08:31:41AM

REC FEE: 30.00
EXEMPT #:
EXCLUSION CODE:
PAGES: 11

Recording Area

Name and Return Address

Attorney Timothy H. Lindau
Nowlan & Mouat LLP
P.O. Box 8100
Janesville, WI 53547-8100

574111330

11/30

2186-0600; 206-21860600 (Part of)

Parcel Identification Number (PIN)

THIS INSTRUMENT DRAFTED BY:

Attorney Timothy H. Lindau
Nowlan & Mouat LLP
100 S. Main Street
P. O. Box 8100
Janesville, WI 53547-8100
Phone: (608) 755-8100
Fax: (608) 755-8110

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

INFO-PRO® www.infoproforms.com

EASEMENT AGREEMENT

THIS AGREEMENT is made this 15th day of June, 2015, by and between Chambers IV, LLC, a Wisconsin limited liability company ("Chambers") and D.M.D. Investment, Inc., Inc., an Illinois corporation ("DMD").

RECITALS

A. DMD is the owner of certain real property which is identified as Lot 2 on the attached Certified Survey Map (hereinafter the "CSM"), which is attached hereto as Exhibit A and is incorporated herein as though fully set forth (hereinafter "Lot 2").

B. Under the terms of the accepted WB-13 Vacant Land Offer to Purchase dated November 23, 2014, as amended (hereinafter the "Purchase Agreement"), DMD has agreed to sell, and Chambers has agreed to purchase the real property which is identified as Lot 1 on the CSM (hereinafter "Lot 1").

C. Pursuant to Paragraph 2 of Addendum A to the Second Amendment to the Purchase Agreement, at the closing to be held thereunder, the parties are to execute an easement that grants to Chambers "the perpetual and unobstructed right to use the storm water detention pond existing on [Lot 2]."

D. Pursuant to Paragraph 2 of Addendum A to the Second Amendment to the Purchase Agreement, at the closing to be held thereunder, the parties are to execute an easement that further provides Chambers "the right, in its sole discretion, to install and maintain landscaping in, on, around and adjacent to the [p]ond."

E. It is the desire of the parties to set forth the precise terms of the easement called for under Paragraph 2 of Addendum A to the Second Amendment to the Purchase Agreement.

NOW, THEREFORE, in consideration of Chamber's acquisition of Lot 1 from DMD, the above recitals, and the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by DMD, the parties agree as follows:

1. Recitals. The above recitals are true and correct.
2. Grant of Easement for Use of Detention Pond. DMD hereby grants to Chambers, its successors and assigns, an easement on, over and across that portion of Lot 2 that is identified as the "Easement for Stormwater Management" on the CSM (hereinafter the "Easement Property), for the perpetual and unobstructed use of the storm water detention pond located

thereon (hereinafter the "Pond"). Chambers shall at all times comply with all federal, state and local laws, rules, regulations and ordinances that restrict the volume and nature of storm water that may from time to time run from the detention pond(s) located on Lot 1 to the Pond. Specifically, the development or construction of improvements on Lot 1 shall not cause increased volume of storm water runoff into the Pond or otherwise alter the integrity of the Pond as currently designed. Except as provided for below, DMD shall be responsible for all costs and expenses relating to the Pond. The Easement granted pursuant to this paragraph shall continue as long as the Pond is located on the Easement Property.

3. Grant of Easement for Landscaping. DMD further grants to Chambers a perpetual and unobstructed easement for purposes of ingress and egress on, over, and across the Easement Property for the purpose of installing, removing, replacing, improving, and maintaining the landscaping on the Easement Property, including without limitation, the landscaping in, on, around and adjacent to the Pond. Landscaping as used herein shall include, without limitation, grass, shrubbery, flowers, ground cover, trees, fountains, algae prevention, lawn ornaments, etc. (hereinafter the "Landscaping") (the installation, removal, replacement, improvement, and maintenance of the Landscaping shall hereinafter be referred to as the "Landscaping Services"). Chambers shall be permitted, but not obligated, in its sole discretion and at its sole expense, to access the Easement Property to perform the Landscaping Services. Regardless of Chambers right to perform the Landscaping Services, the Landscaping shall become an improvement to Lot 2 and title of the Landscaping shall be vested with DMD.

4. Pond Location and DMD Maintenance. DMD, its successors or assigns, shall not alter the location of the Pond or perform any Landscaping Services without first obtaining the written consent of Chambers, which consent shall not be unreasonably withheld.

5. Easement to Run with Land. All of the terms and conditions of this Agreement, including the benefits and burdens, shall run with Lot 1 and Lot 2 and shall be binding upon, inure to the benefit of, and be enforceable by DMD and Chambers and their respective heirs, personal representatives, successors, and assigns. The easements, covenants, conditions, and restrictions herein shall be binding upon and effective against any owner of any portion of Lot 1 or Lot 2 whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

6. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent Chambers from later use of the easement rights to the fullest extent authorized in this Agreement.

7. Remedies and Enforcement.

(a) All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by one party or its permittees of any of the terms, covenants, restrictions, or conditions hereof, the other party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

(b) Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

(c) No Termination for Breach. No breach hereunder shall entitle a party to cancel, rescind, or otherwise terminate this Agreement.

(d) Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of this Agreement, each party agrees that such violation or threat thereof shall cause the non-defaulting party and/or its permittees to suffer irreparable harm, and such non-defaulting party and its permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of this Agreement, the non-defaulting party, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of this Agreement.

8. Warranty of Title. DMD hereby warrants and represents to Chambers that DMD owns Lot 1 free and clear of all liens and encumbrances and that DMD is not required to obtain the consent of any mortgage or lien holder regarding this Agreement.

9. Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in preparation and prosecution of such action or proceeding.

10. Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record owners of Lot 1 and Lot 2, evidenced by a document that has been fully executed and acknowledged by all such record owners and duly recorded.

11. No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by any other party to take any action with respect to such default.

12. No Agency. Nothing in this Agreement shall be deemed or construed by the other party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

13. Severability. Each provision of this Agreement and the application thereof to Lot 1 and Lot 2 are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement.

14. Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all parties referred to herein in relation to the easement rights granted hereunder, and all prior representations, negotiations, and understandings are superseded hereby.

15. Notices. All notices required or to be given pursuant hereto shall be in writing and either transmitted electronically to the fax number designated by either party, or delivered personally or by a nationally recognized "over night" courier service or mailed by United States certified or registered mail, postage prepaid, addressed as follows:

If to DMD: D.M.D. Investment, Inc.
Attn: Donald K. Busch
7450 Logan Avenue
Belvidere, Illinois 61008
Fax: (815) 547-0123

If to Chambers: Chambers IV, LLC
Attn: Scott F. Shadel
2916 N. Hall Road
Whitewater, Wisconsin 53190

With copy to: Attorney Timothy H. Lindau
Nowlan & Mouat LLP
100 S. Main Street
P.O. Box 8100
Janesville, WI 53547-8100
Fax: (608) 755-8110

Notices shall be deemed effective and properly delivered and received when and if either (i) personally delivered; (ii) delivered by Federal Express or other overnight courier; (iii) three (3) business days after being deposited in the U.S. Mail, by registered or certified mail return

receipt requested, postage prepaid; or (iv) electronically transmitted to the fax number. Either party may change the names, addresses, and fax numbers of the persons to whom notices or copies thereof shall be delivered, by written notice to the other party in the manner herein provided for the service of notice.

16. Governing Law. The laws of the State of Wisconsin shall govern the interpretation, validity, performance, and enforcement of this Agreement.

THIS AGREEMENT shall be effective as of the date first set forth above.

Dated: June 15, 2015.

D.M.D. INVESTMENT, INC.

By: Donald K. Busch
Donald K. Busch, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
 : ss
COUNTY OF ROCK)

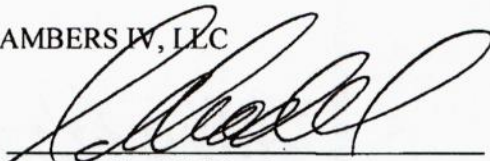
Personally came before me this 15th day of June, 2015, the above named Donald K. Busch, in his capacity as President of D.M.D. Investment, Inc., to me known to be the person who executed the foregoing document and acknowledged the same.



Andrew J. Dongarra
Notary Public, State of Wisconsin
My Commission expires: 4/12/19

Dated: June 15, 2015.

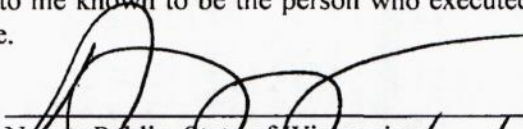
CHAMBERS IV, LLC

By: 
Scott F. Shadel, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
 : ss
COUNTY OF ROCK)

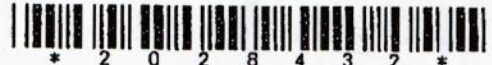
Personally came before me this 15th day of June, 2015, the above named Scott F. Shadel, in his capacity as Member of Chambers IV, LLC, to me known to be the person who executed the foregoing document and acknowledged the same.


Notary Public, State of Wisconsin
My Commission expires: 4/12/19

THIS INSTRUMENT DRAFTED BY:
Attorney Timothy H. Lindau
Nowlan & Mouat LLP
100 S. Main Street
P. O. Box 8100
Janesville, WI 53547-8100
Phone: (608) 755-8100
Fax: (608) 755-8110



COPY NOT TO SCALE



2028432

RANDAL LEYES
REGISTER OF DEEDS
ROCK COUNTY, WI
RECORDED ON
06/08/2015 02:18:27PM

REC FEE: 30.00
EXEMPT #:
EXCLUSION CODE:
PAGES: 4

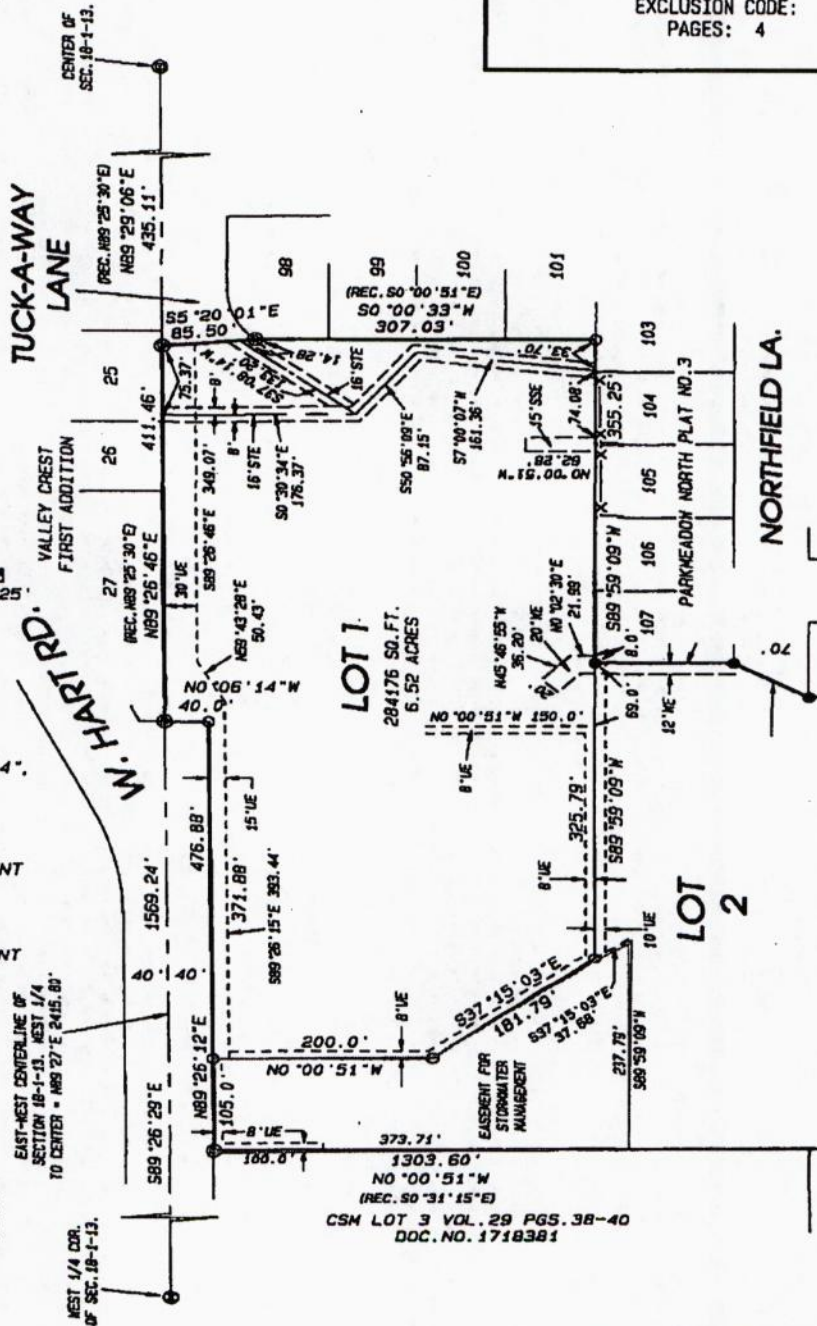
CERTIFIED SURVEY MAP

PART OF THE SE 1/4 OF THE SW 1/4 AND PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 18, T.1N., R.13E. OF THE 4TH P.M., CITY OF BELOIT, ROCK COUNTY, WISCONSIN.



LEGEND:

- SET IRON PIN, 3/4" x 24", 1.5 LBS./LIN.FT.
- FOUND IRON PIN
- ⊙ FOUND IRON PIPE
- ⊕ FOUND ALUMINUM MONUMENT
- X — FENCE
- STE STORM SEWER EASEMENT
- SSE SANITARY SEWER EASEMENT
- WE WATER MAIN EASEMENT
- UE UTILITY EASEMENT



- SEE SHEET 2 -

Project No. 114 - 393
For: CHAMBERS II, LLC

SHEET 1 OF 4 SHEETS



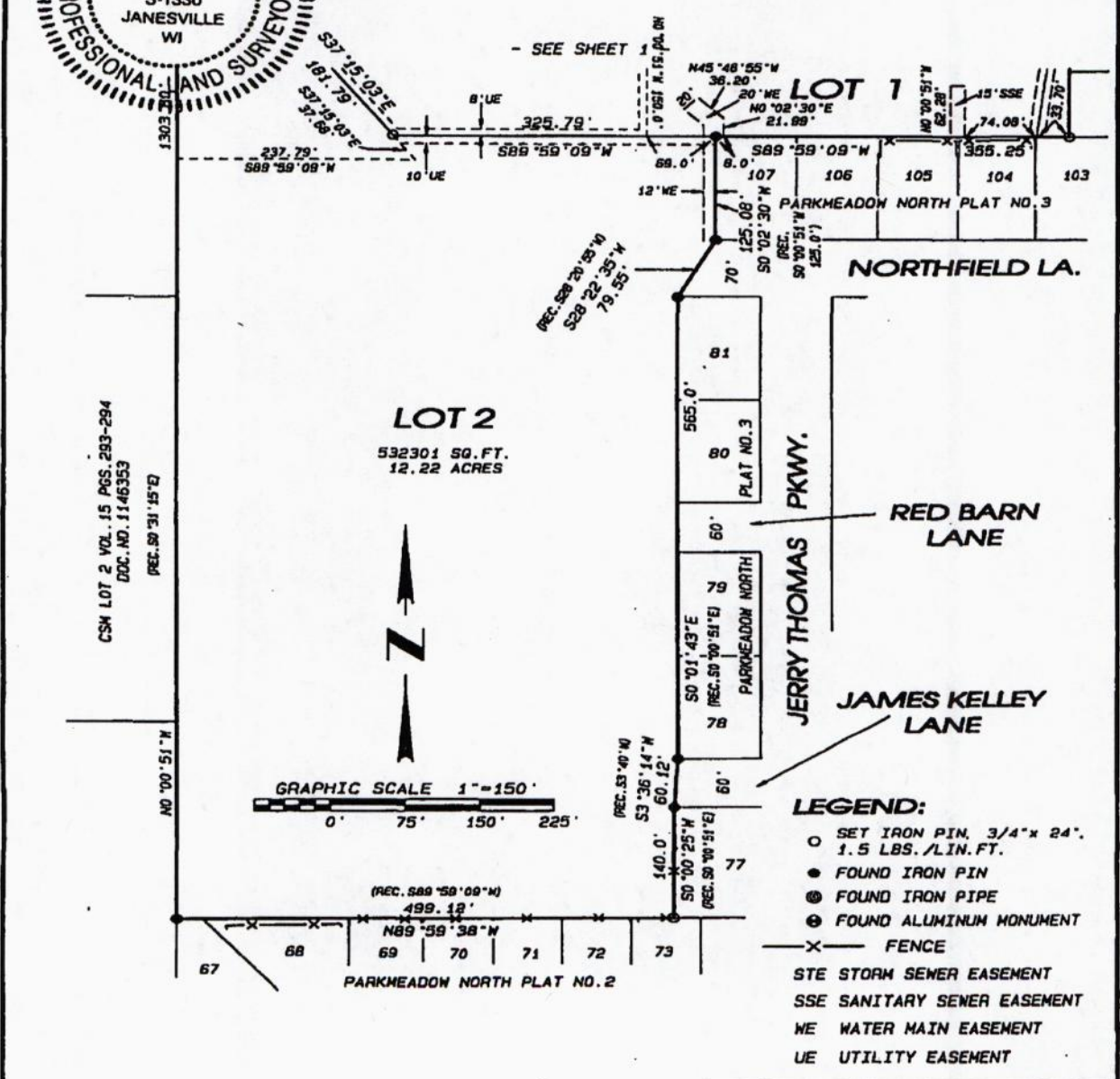
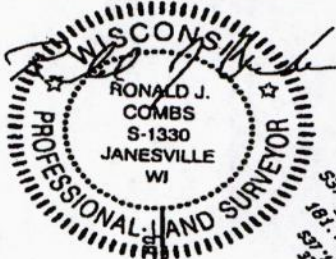
109 N. Milwaukee St.
Janesville, WI 53548
www.combsurvey.com

tel: 608 752-0575
fax: 608 752-0534

417

CERTIFIED SURVEY MAP

PART OF THE SE 1/4 OF THE SW 1/4 AND PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 18, T.1N., R.13E. OF THE 4TH P.M., CITY OF BELOIT, ROCK COUNTY, WISCONSIN.



- LEGEND:**
- SET IRON PIN, 3/4" x 24", 1.5 LBS./LIN.FT.
 - FOUND IRON PIN
 - ⊗ FOUND IRON PIPE
 - ⊕ FOUND ALUMINUM MONUMENT
 - X — FENCE
 - STE STORM SEWER EASEMENT
 - SSE SANITARY SEWER EASEMENT
 - WE WATER MAIN EASEMENT
 - UE UTILITY EASEMENT

NOTE: ASSUMED N89°27'E ALONG THE EAST-WEST CENTERLINE OF SECTION 28-1-13

Project No. 114 - 393
For: CHAMBERS II, LLC

SHEET 2 OF 4 SHEETS

Combs & Associates

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 W. Milwaukee St.
Janesville, WI 53548
www.combsurvey.com

tel: 608 752-0575
fax: 608 752-0534

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CERTIFIED SURVEY MAP

PART OF THE SE 1/4 OF THE SW 1/4 AND PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 18, T.1N., T.13E. OF THE 4TH P.M., CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE OF DEDICATION – D.M.D. Investment, Inc.,
an Illinois Corporation**

As owners, we hereby certify that we have caused the land described on this map to be surveyed, divided, mapped and dedicated as represented hereon.

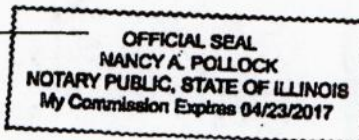
x Don Busch
Don Busch
x Mike Busch
Mike Busch



State of Illinois
County of Boone SS. Personally came before me this 2nd day of June, 2015, Don Busch, and Mike Busch, to me well known to be the persons who executed the owner's certificate hereon shown and acknowledged the same.

Notary Public, Boone County, Illinois, Nancy A. Pollock

My Commission 4-23-17



CITY OF БЕЛОIT APPROVAL

Approved by the Planning Commission of the City of Beloit this 18th day of March, 2015.

By: Don Penington
Don Penington, Assoc. Dir. of Planning & Building

ROCK COUNTY TREASURER'S CERTIFICATE

I hereby certify that the Property Taxes on the parent parcel are current and have been paid as of 6-8, 2015.

Rock County Treasurer Wick L. Brown

SHEET THREE OF FOUR SHEETS

Project No. 114-393 For: CHAMBERS II, LLC
COMBS & ASSOCIATES, INC.-SURVEYING-MAPPING-PLANNING-JANESVILLE, WI

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CERTIFIED SURVEY MAP

PART OF THE SE 1/4 OF THE SW 1/4 AND PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 18, T.1N., T.13E. OF THE 4TH P.M., CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

State of Wisconsin

County of Rock

SS. I, Ronald J. Combs, a Professional Land Surveyor, do hereby certify that I have surveyed, divided and mapped PART OF THE SE 1/4 OF THE SW 1/4 AND PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 18, T.1N., T.13E. OF THE 4TH P.M., CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS: Commencing at an Aluminum Monument at the West 1/4 Corner of said Section; thence S.89°26'29"E. 1569.24 feet to the SW Corner of Lot 27, "Valley Crest First Addition", also being at the place of beginning for the land to be herein described; thence N.89°26'46"E. along the South Line of said "Addition", 411.46 feet to the West Line of "Parkmeadow North Plat No.3"; thence S.5°20'01"E. along said West Line, 85.50 feet; thence S.0°00'33"W. continuing along said West Line, 307.03 feet; thence S.89°59'09"W. along a jog in said West Line, 355.25 feet; thence S.0°02'30"W. continuing along said West Line, 125.08 feet; thence S.28°22'35"W. continuing along said West Line, 79.55 feet; thence S.0°01'43"E. continuing along said West Line, 565.00 feet; thence S.3°36'14"W. continuing along said West Line, 60.12 feet; thence S.0°00'25"W. continuing along said West Line, 140.00 feet to the North Line of "Parkmeadow North Plat No. 2"; thence N.89°59'38"W. along said North Line, 499.12 feet; thence N.0°00'51"W. 1303.60 feet to the South Line of W. Hart Road; thence N.89°26'12"E. along said South Line, 476.88 feet; thence N.0°06'14"W. 40.00 feet to the place of beginning. Containing 18.744 acres. That such map is a correct representation of all exterior boundaries of the land surveyed and the division of that land. That I have made such survey, division and map by the direction of Steve Keymar and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes in surveying, dividing and mapping the same.

Given under his hand and seal this 8th day of January, 2015, at Janesville, Wisconsin.



RECORDING DATA

No. 2028432 received for record this 8th day of June,
2015, at 2:18 o'clock P.M., and recorded in Volume 36,
Pages 478, 479, 480 + 481 of Certified Survey Maps of Rock County,
Wisconsin.

Register of Deeds

Randal Lopez

SHEET FOUR OF FOUR SHEETS

Project No. 114-393 For: CHAMBERS II, LLC

COMBS & ASSOCIATES, INC.-SURVEYING-MAPPING-PLANNING-JANESVILLE, WI

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