

COPY

TIF FUNDS DISBURSING AGREEMENT

THIS TIF FUNDS DISBURSING AGREEMENT ("Agreement") is entered into this 2 day of ~~February~~^{March}, by and among **KNIGHT BARRY TITLE, INC.**, a Wisconsin corporation ("Escrow Agent"), the **CITY OF FRANKLIN, WISCONSIN**, a Wisconsin municipal corporation ("City"), and **BPC MASTER DEVELOPER MANAGER, INC.**, a Wisconsin corporation and **BPC COUNTY LAND MANAGER, INC.**, a Wisconsin corporation (each, "Owner").

WHEREAS, City has agreed to make to Owner advances of TIF proceeds (the "Advances") for the construction of certain infrastructure improvements on the land described in **Exhibit A** attached hereto (the "Infrastructure Improvements"), in connection with the Ballpark Commons development (the "Project") on the Lands described in the **Exhibit C** attached hereto (the "Land");

WHEREAS, the City has agreed to make the Advances to Owner in the aggregate principal amount of \$22,521,484.00 for previously-incurred costs and for the payment of costs in connection with the Project ("Project Costs"); and

WHEREAS, pursuant to the terms of and upon satisfying the conditions set forth in the TIF Development Agreement between the City and the Owner (the "TIF Development Agreement") and this Agreement, the City will wire funds to the Escrow Agent's separate account. Escrow Agent is willing to disburse funds from its separate account on the terms set forth herein.

THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. At the request of Owner and in accordance and upon satisfaction of the conditions set forth in the TIF Development Agreement and this Agreement, City will deposit with Escrow Agent from time to time the Advances.
2. Escrow Agent is authorized and directed to disburse Advances pursuant to this Agreement to pay Project Costs pursuant to statements of amounts due, which must be approved by Owner and the City.
3. Prior to each disbursement of an Advance, the following items must be delivered to Escrow Agent and the City (the "Documents"):
 - A. A Sworn Construction Statement setting forth the contractors and material suppliers with whom contracts have been entered into;
 - B. AIA Document Nos. G702 and G703, as applicable, signed by Owner and Owner's general contractor, Marso Construction, LLC, a Wisconsin limited liability company ("General Contractor");

C. The draw request signed by Owner for the Advance;

D. Unconditional lien waivers for all sums previously disbursed in form and substance reasonably satisfactory to Escrow Agent and the City. The lien waivers shall set forth the official capacity of the signatory to the waivers, the name of the project and may include the amounts to be received from said disbursements. Each such lien waiver, whether partial or final, must stipulate that all lien rights are waived with respect to the total amount disbursed up to and including the last date upon which labor or material was supplied and for which payment was made. Notwithstanding anything to the contrary in this Agreement, subcontractors may submit lien waivers on a "one draw delay" basis (except for the final disbursement); and

E. Statements, waivers, affidavits, supporting waivers and releases relating to construction liens as reasonably required by, and in a form reasonably satisfactory to, Escrow Agent. The parties acknowledge that Escrow Agent's responsibility for collecting lien waivers does not relieve the Owner and the General Contractor of responsibility for notifying Escrow Agent of the identity of any suppliers or subcontractors that may have lien rights and from whom Escrow Agent may require lien waivers. General Contractor remains ultimately responsible for assuring that subcontractors pay for all material and services incorporated into the improvements in the event that the providers of such materials and services are not identified to Escrow Agent.

F. Evidence reasonably satisfactory to the City that Owner has achieved the relevant construction and development milestones set forth on **Exhibit B** attached hereto for such Advance.

4. On each day upon which a disbursement is requested, if all terms and conditions of this Agreement and the TIF Development Agreement have been complied with to the satisfaction of the City, the City shall deliver the Advance to Escrow Agent for disbursement by transfer of the Advance to Escrow Agent pursuant to Escrow Agent's wire instructions. Upon receipt of the Advance transmitted by the City and the satisfaction of the conditions set forth in Section 3 and 4 herein, Escrow Agent will disburse directly to General Contractor or other parties identified in the relevant draw request, the amounts shown therein or, if less, the amount approved by the City.

5. Prior to the disbursement of the Advance, Escrow Agent shall determine if any constructions liens have been filed against the Land and the then current owners of the Land in the Milwaukee County Clerk of Courts office. If an intervening construction lien is discovered, Escrow Agent shall promptly notify the City and Owner and shall, at Escrow Agent's sole discretion, either: (a) hold the deposited Advance until the construction lien has been disposed of or otherwise addressed to the satisfaction of the City, or (b) return the Advance to the City. If there are no such intervening construction liens, then Escrow Agent shall disburse the Advance per Section 4, above.

6. The parties hereto agree to all of the conditions of this Agreement and further agree as follows:

A. Escrow Agent shall not be liable for interest on funds or advances deposited with it.

B. Escrow Agent will keep and maintain books and records in sufficient detail to reflect the disbursements made by it pursuant to this Agreement.

C. No liability is assumed by Escrow Agent to Owner for protection against any construction liens, except for liens arising out of Escrow Agent's gross negligence, bad faith or willful misconduct in carrying out its duties under this Agreement. Owner agrees to construct the improvements to the Land and that construction will be clear of any liens imposed by law for service, labor or material.

D. Functions and duties assumed by Escrow Agent include only those described in this Agreement, and Escrow Agent is not obligated to act except in accordance with the terms and conditions of this Agreement. Escrow Agent does not insure that the Project will be completed, or that any improvements for the Project will be in accordance with the plans and specifications, or that sufficient funds will be available for the completion of the Project.

7. Each individual executing this Agreement on behalf of a party which is an entity, represents, warrants, and covenants to the other parties that (a) such entity is duly formed and authorized to do business in the state in which the Land is located ("State"); (b) such person is duly authorized to execute and deliver this Agreement on behalf of such entity in accordance with authority granted under the organizational documents of such entity, and (c) such entity is bound under the terms of this Agreement.

8. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement is only between the parties hereto, and is not intended to be, nor shall it be construed as being, for the benefit of any third party. This Agreement can be amended or modified only by a written amendment signed by the parties hereto. This Agreement and any modifications to this Agreement may be executed in several counterparts, and as so executed, shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

9. This Agreement shall be construed according to its fair meaning as if prepared by all parties to this Agreement. This Agreement shall be interpreted in accordance with the laws of the State of Wisconsin (the "State"), and the parties hereby agree to submit to the jurisdiction of any state or federal court having competent jurisdiction located in the State, and to make no objection to venue therein should any action at law or in equity be necessary to enforce or interpret this Agreement. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding in addition to its recoverable court costs.

10. Escrow Fee. An escrow fee ("Escrow Fee") shall be paid to Escrow Agent by the Owner in the amount of \$250 per Advance. The Escrow Agent may deduct the Escrow Fee from each Draw.

11. No Owner Lien Coverage Granted. The only responsibility of Escrow Agent to Owner created by this Agreement is the faithful performance of the obligations created by this Agreement. Owner acknowledges that this Agreement is not a promise by Escrow Agent to provide Owner or the City with any protection against construction lien claims, either under this Agreement or in a title insurance policy.

12. No Interest on Escrowed Funds. All parties acknowledge that no interest will be paid on any money while held by Escrow Agent pursuant to this Agreement and that, in addition to the fees payable to Escrow Agent for its services, Escrow Agent may receive ancillary benefits from the use of the funds while held in escrow.

13. Action Against Escrow Agent. The parties agree that any action in relation to an alleged breach of this Agreement by Escrow Agent shall be commenced within two years of the date of the breach, without regard to the date the breach is discovered. Any action not brought against Escrow Agent within that two-year time period shall be barred, without regard to any other limitations period set forth by law or statute, and Owner and City hereby waive any statute of limitations to the contrary.

14. Notices. Any notice required under this Agreement shall be given in writing at the addresses set forth at the end of this Agreement and by: (a) certified or registered mail, postage prepaid, (b) overnight courier guaranteeing next day delivery, (c) personal delivery, (d) facsimile, or (e) email. All notices shall be deemed given three (3) business days following deposit in the United States mail with respect to certified or registered letters; one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery; and on the same day if sent by personal delivery, facsimile (with proof of transmission) or email (with proof of transmission).

IN WITNESS WHEREOF, the parties execute this Agreement as of the date written above.

ESCROW AGENT:

KNIGHT BARRY TITLE, INC.

By: Jennifer Held
Print Name: Jennifer Held
Contact: Jennifer Held
Title: Construction Escrow Manager
Address: 201 E Pittsburgh Ave, Ste 200 Milwaukee WI
Phone No.: 414-727-4545
Email: jheld@knightbarry.com

[SIGNATURE PAGE TO DISBURSING AGREEMENT]
SIGNATURES CONTINUE ON NEXT PAGE

IN WITNESS WHEREOF, the parties execute this Agreement as of the date written above.

OWNER:

BPC MASTER DEVELOPER MANAGER, INC.,
a Wisconsin corporation

By: 

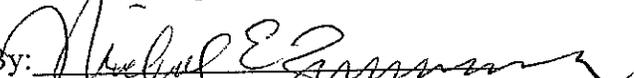
Print Name: Michael E. Zimmerman

Title: Sole Shareholder

Address: 510 West Kilbourn Avenue, 2nd Floor, Milwaukee, WI 53202

Email: mikez@rocventures.org

BPC COUNTY LAND MANAGER, INC.,
a Wisconsin corporation

By: 

Print Name: Michael E. Zimmerman

Title: Sole Shareholder

Address: 510 West Kilbourn Avenue, 2nd Floor, Milwaukee, WI 53202

Email: mikez@rocventures.org

[SIGNATURE PAGE TO DISBURSING AGREEMENT]
SIGNATURES CONTINUE ON NEXT PAGE

IN WITNESS WHEREOF, the parties execute this Agreement as of the date written above.

CITY:

CITY OF FRANKLIN

By: Stephen R. Olson
Stephen R. Olson, Mayor
Address: 9229 N. Loomis Road
Franklin WI 53132
Phone No.: 414-427-7529
Email: solson@franklinwi.gov



By: Sandra L. Wesolowski
Sandra L. Wesolowski, City Clerk
Address: 9229 N. Loomis Road
Franklin WI 53132
Phone No.: 414-427-7503
Email: swesolowski@franklinwi.gov

[SIGNATURE PAGE TO DISBURSING AGREEMENT]

EXHIBIT A

TIF Improvements and TIF Improvements Budget
NORTH OF RAWSON **TOTAL BUDGET**

* Sanitary Sewer	499,495
*+ Storm Sewer	2,015,848
* Water	551,404
* Streets	3,294,435
Shared Parking	1,930,196
County Methane Collection System (2017-18)	3,887,300
County Methane Collection System (2035)	
Relocate Methane Gas Line	458,000
Excavate Unsuitable Soils	2,602,500
* Oak Leaf Trail	95,000
Sound & Light Modifications	100,000
Privacy Berms	340,000
Contingency @ 15%	2,366,127
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TOTAL -- NORTH OF RAWSON	18,140,305

SOUTH OF RAWSON

* Sanitary Sewer	282,771
* Storm Sewer	548,179
* Water	459,720
* Streets	1,862,964
* Oak Leaf Trail	50,000
Privacy Berms	580,000
Contingency @ 15%	567,545
	<hr/>
TOTAL -- SOUTH OF RAWSON	4,351,179

TIF CREATION & ADMINISTRATION **30,000++**

GRAND TOTALS **22,521,484**

*Public Improvements, but only to the extent

accepted by the City and located within public easements or rights of way.

+ Preliminary but limited Storm Sewer work North of Rawson, associated with the WDNR approved landfill project, may, as needed, be commenced immediately without further bid.

++ As is set forth more fully on page 5 of Exhibit C, this is an annual, re-occurring (and fluctuating) fee listed in the column "Admin (including water and air quality monitoring)." In event the City's actual admin fees in any year are less than the amounts listed in this column on page 5 of Exhibit C, the City may use any such savings to reimburse itself for the City's accumulated administrative expenses, including but not limited to those incurred prior to the date hereof to set up the District (which are currently estimated at approximately \$200,000).

EXHIBIT B
(Construction and development milestones)

MILESTONE BENCHMARKS

Dated: 2/9/2018

Week Of Goal	Development & Entitlement Events	Type	Status	Verified	TIF Spend Cap	Cumulative
1/15/2018	S3: Anchor Tenants Commitment: SC Waukesha & PT Academy	LOI, Press Release	Completed			
1/22/2018	C1 Retail Anchor Tenant Commitment	LOI, Press Release	Completed			
1/22/2018	B1, B2, B3, and B4 Apartment Site Plan Application	City Submittal	Completed			
1/22/2018	C1 Mixed Use (Office & Retail) Site Plan Application	City Submittal	Completed			
1/22/2018	CSM and PDD Amendment	City Submittal	Completed			
2/6/2018	City Approval of Development Agreement	City Action	Completed			
2/12/2018	Developer to Close on Sale of Landfill with Milwaukee County	Sale Contract				
2/12/2018	Closing on Remaining Parcels South of Rawson	Sale Contract				
2/12/2018	Stadium American Association, New Franchise Binding Commitment	League Letter	Completed			
2/19/2018	Start Reconstruction of Methane Control System & Infrastructure	Construction				
2/19/2018	C1 Office Tenants Commitment	LOI, Press Release	Completed			
2/26/2018	B1, B2, B3, and B4 Apartment GC Selection	Contract			3,080,000	3,080,000
3/5/2018	C1 GC Selection	Contract				
3/5/2018	B1, B2, B3, and B4 Apartment Management Company Selection	Contract				
3/12/2018	Stadium UWM Binding Commitment	Lease, Press Release				
3/12/2018	PDD Amendment and Site Plan Application: Senior Housing	City Submittal				
3/19/2018	S3, C2 Site Plan Application, Indoor Facility	City Submittal				
3/19/2018	C2 Medical Anchor Tenant Commitment	LOI, Press Release				
3/19/2018	S3 Naming Rights Commitment	LOI, Press Release				
3/26/2018	S2, C3, and C4 (Restaurant & Golf) Site Plan Application	City Submittal				
3/26/2018	S2, C3, and C4 (Restaurant & Golf) Tenant Commitments	LOI, Press Release			1,540,000	4,620,000
4/2/2018	Site Plan Application - Stadium Phase 1	City Submittal				
4/9/2018	Install of Ballfield Light Visors	City Inspection			1,551,000	6,171,000
5/21/2018	B1, B2, B3, and B4 Apartment Financing & Building Permit	City Approval				
5/21/2018	C1 Mixed Use (Office & Retail) Financing & Building Permit	City Approval				
5/21/2018	Start Stadium Construction	City Approval				
5/21/2018	Ground Breaking Ceremony & Start of Construction -- Apartments & Office	Public Event			2,612,500	8,783,500

EXHIBIT C

Parcel 1:

That part of the Southwest $\frac{1}{4}$ of Section 4, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point on the East line of said Southwest $\frac{1}{4}$ of Section 4, which is 918.81 feet North of the Southeast corner of said $\frac{1}{4}$ Section; thence North on the East line 400.00 feet to a stone monument; thence West on the East and West $\frac{1}{8}$ line 544.50 feet to a point; thence South and parallel to the East line 400.00 feet to a point; thence East and parallel to the said $\frac{1}{8}$ line 544.50 feet to the place of beginning.

For Informational Purposes Only:

Tax Key No. 745-8998-000

Parcel 2:

Outlot 1, in Block 1 in Whitnall View Addition No. 1, being a subdivision of a part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 4, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

For Informational Purposes Only:

Tax Key No. 745-0029-000

Parcel 3:

Outlot 1 of Certified Survey Map No. 3107, recorded on July 11, 1977, in Reel 1030, Image 1316, as Document No. 5119257, being a part of the Southwest $\frac{1}{4}$ of Section 4, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin. Excepting therefrom the lands described in the Warranty Deed recorded November 6, 1998 as Document No. 7629111.

For Informational Purposes Only:

Tax Key No. 745-8999-004

Parcel 4:

Outlot 1 of Certified Survey Map No. 3931, recorded October 24, 1980 in Reel 1333, Image 129, as Document No. 5434959, being a part of the Southeast $\frac{1}{4}$ of Section 4, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin. Excepting therefrom the lands described in the Warranty Deed recorded November 6, 1998 as Document No. 7629111.

For Informational Purposes Only:

Property Address: 8230 W. Rawson Avenue

Tax Key No. 744-8985-002

Parcel 5:

Parcel 1 of Certified Survey Map No. 3931, recorded October 24, 1980 in Reel 1333, Image 129, as Document No. 5434959, being a part of the Southeast $\frac{1}{4}$ of Section 4, Township 5 North, Range 21 East,

in the City of Franklin, County of Milwaukee, State of Wisconsin. Excepting therefrom the lands described in the Warranty Deed recorded November 6, 1998 as Document No. 7629111.

For Informational Purposes Only:

Property Address: 8230 W. Rawson Avenue

Tax Key No. 744-8985-001

Parcel 6A:

That part of the Southeast $\frac{1}{4}$ of Section 4, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said $\frac{1}{4}$ Section; thence South $89^{\circ} 51' 33''$ West along the North line of said $\frac{1}{4}$ Section, 1324.72 feet to the North and South $\frac{1}{8}$ line of said $\frac{1}{4}$ Section; thence South $0^{\circ} 54' 45''$ West along said $\frac{1}{8}$ line, 905.13 feet to the place of beginning of land to be described; continuing thence South $0^{\circ} 54' 45''$ West along the said $\frac{1}{8}$ line, 1010.0 feet to a point; thence South $7^{\circ} 08'$ West 174.78 feet to a point; thence South $0^{\circ} 37'$ West 244.20 feet to a point in the center line of West Loomis Road, thence South $41^{\circ} 14'$ West along the center line of West Loomis Road, 406.47 feet to the point of intersection with the South line of said $\frac{1}{4}$ Section; thence West along the South line of said $\frac{1}{4}$ Section, 382.40 feet to a point; thence North $0^{\circ} 56'$ East along the East line of the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of said $\frac{1}{4}$ Section, 1731.87 feet to a point; thence North $89^{\circ} 51' 33''$ East and parallel to the North line of said $\frac{1}{4}$ Section 662.60 feet to the place of beginning, excepting therefrom the South 60.0 feet and the Southeasterly 33.0 feet for street purposes. Also excepting therefrom those lands conveyed in Document No. 4382939, as corrected by Award of Damages recorded January 21, 1969 as Document No. 4441351.

Parcel 6B:

That part of the East $\frac{1}{2}$ of Section 4, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Beginning at the Southeast corner of the Northeast $\frac{1}{4}$ of said Section; thence North along the East line thereof, 519.25 feet to a point; thence West on a line parallel to the South line of said Northeast $\frac{1}{4}$ Section, 204.0 feet to a point in a 40 foot right-of-way; thence Southwesterly along said right-of-way to a point on the South line of said Northeast $\frac{1}{4}$ Section, said point being 948.5 feet West of the Southeast corner of said $\frac{1}{4}$ Section; thence West along the North line of the Southeast $\frac{1}{4}$ of said Section to a point on the North and South $\frac{1}{8}$ line of said Southeast $\frac{1}{4}$ Section, said point being 1324.72 feet West of the Northeast corner of said Southeast $\frac{1}{4}$ Section; thence South along said $\frac{1}{8}$ line, 303 feet to a point; thence West on a line parallel to the North line of said Southeast $\frac{1}{4}$ Section, 662.45 feet to a point; thence South 602.13 feet to a point, said point being 662.60 feet West of said $\frac{1}{8}$ line; thence East on a line parallel to the North line of said Southeast $\frac{1}{4}$ Section; 662.60 feet to a point on said $\frac{1}{8}$ line; thence continuing Easterly on a line 662.62 feet to a point, said point being 663.25 feet West of the Southeast corner and 1733.79 feet North of the South line of said $\frac{1}{4}$ Section; thence North on a line 906.73 feet to a point on the North line of said Southeast $\frac{1}{4}$ Section, said point being 662 feet West of the Northeast corner of said Southeast $\frac{1}{4}$ Section; thence East along said North line to a point of beginning. Excepting therefrom that part of the Northeast $\frac{1}{4}$ of Section 4, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said $\frac{1}{4}$ Section; thence North along the East line thereof, 519.25 feet to a point; thence North $87^{\circ} 16'$ West on a line parallel to the South line of said $\frac{1}{4}$ Section, 204.0 feet to a point in a 40 foot right-of-way;

thence Southwesterly along said right-of-way, to a point in the South line of said ¼ Section, 948.5 feet West of the Southeast corner of said ¼ Section; thence East along the South line of said ¼ Section to the point of beginning, excepting therefrom the East 60 feet thereof.

Parcel 6C:

The North 303 feet of the East ½ of the Northwest ¼ of the Southeast ¼ of Section 4, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Parcel 6D:

That part of the West ½ of the East ½ of the Southeast ¼ of Section 4, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit: Beginning at a point in the center line of the Old Loomis Road (formerly State Trunk Highway 36) which point is South 89° 06' West 663.25 feet along the South line of said ¼ Section from the Southeast corner of Section 4; thence North 1003.85 feet to the center of Loomis Road; thence South 50° 49' West along said center line 283.58 feet; thence South 42° 14' West along said center line 90.56 feet which is the place of beginning of the land herein to be described; thence continuing South 42° 14' West 135.01 feet; thence North 69° 29' West 311.87 feet; thence North 0° 02' East 957.79 feet; thence North 89° 10' East 662.62 feet; thence South 558.34 feet to a point which is 1175.45 feet North of the South line of said ¼ Section; thence South 89° 07' West 279.90 feet; thence South 0° 02' West 414.02 feet to the place of beginning. Excepting therefrom that portion used for road purposes.

Parcel 6E:

That part of the Southeast ¼ of Section 4, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Northeast corner of the above said ¼ Section; thence Westerly along the North line of said ¼ Section, 662.00 feet; thence South 0° 00' 00" West on a line a distance of 1,200.00 feet to the point of beginning, said line if extended would intersect the South line of the ¼ Section, 663.25 feet West of the Southeast corner of said ¼ Section; thence continuing along said line, South 0° 00' 00" West, 264.60 feet; thence South 89° 07' 00" West, 279.90 feet; thence South 0° 02' 00" West, 354.31 feet to a point on the highway right-of-way of "Old Loomis Road" as laid out and traveled on January 1, 1971; thence along said highway right-of-way North 40° 21' 43" East, 1,009.10 feet; thence South 52° 56' 05" West, 236.19 feet; thence South 88° 58' 09" West, 185.00 feet to the point of beginning. Together with that part of the Southeast ¼ of Section 4, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South along the East line of said ¼ Section, 981.07 feet; thence West 60 feet to the point of beginning, said point being the intersection of the West right-of-way line of South 76th Street and the North right-of-way line of relocated Old Loomis Road as laid out and traveled on June 1, 1973; thence continuing West along the North right-of-way line of said Old Loomis Road, 49.07 feet to the point of beginning of a curve; thence Westerly along said North right-of-way line 95.18 feet along the arc of a curve concave to the Southeast, said curve having a radius of 234.04 feet and a long chord of 94.53 feet bearing South 78° 20' 55" West; thence North 52° 57' 46" East, 177.46 feet to a point on the West right-of-way line of South 76th Street; thence South along said West right-of-way line, 87.80 feet to the point of beginning.

Parcel 6F:

That part of the Southeast ¼ of Section 4, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Beginning at the Northeast corner of said ¼ Section; thence continuing West along the North line of said ¼ Section 662 feet to a point; thence South on a line, which line runs 2421.40 feet to a point 215 feet North of the South line and 663.25 feet West of the East line of said ¼ Section (measured parallel respectively to the East and South lines), 1200 feet to a point; thence East and parallel to the North line of said ¼ Section 185 feet to a point; thence Northeasterly on a line to a point on the East line of said ¼ Section, 848 feet South of the Northeast corner thereof; thence North along the East line of said ¼ Section to the point of beginning. Excepting therefrom the East 60 feet thereof.

For Informational Purposes Only:

Tax Key No. 744-8980-001

Parcel 7:

Being a part of the Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 4, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said 1/4 Section; thence North 88° 42' 47" East along the South line of said 1/4 Section 1325.89 feet to the West line of the East 1/2 of said 1/4 Section; thence North 00° 23' 05" West along said West line 376.36 feet to a point on the Northerly line of Crystal Ridge Road and the point of beginning of lands to be described; thence South 39° 56' 49" West along said Northerly line 27.65 feet; thence North 00° 41' 14" West 194.65 feet; thence North 05° 49' 46" East 174.78 feet to a point on said West line; thence South 57° 06' 37" East 108.90 feet; thence South 59° 00' 13" East 43.87 feet; thence South 82° 15' 13" East 21.11 feet; thence South 69° 48' 13" East 28.90 feet; thence South 50° 20' 13" East 28.33 feet to a point on the Northerly line of said Drive; thence South 39° 56' 49" West along said Northerly line 306.13 feet to the point of beginning.

For Informational Purposes Only:

Tax Key No. 744-8988-000

Parcel 8:

That part of the Southeast ¼ of Section 4, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence westerly along the North line of said ¼ Section, 1324.72 feet to the North and South 1/8 line; thence South 0° 54' 45" West along the 1/8 line, 1915.13 feet to the place of beginning of lands to be described; thence South 55° 53' 15" East 109.36 feet; thence South 57° 44' 15" East 43.87 feet; thence South 80° 59' 15" East 21.11 feet; thence South 68° 32' 15" East 28.90 feet; thence South 49° 04' 15" East 62.90 feet to a point in the center line of West Loomis Road; thence North 41° 20' 45" East along the center line of West Loomis Road 104.00 feet to a point; thence North 68° 36' 15" West 311.87 feet to a point in the said 1/8 line; thence South 0° 54' 45" West along said 1/8 line, 52.21 feet to the place of beginning. Excepting therefrom that portion used for road purposes.

For Informational Purposes Only:

Tax Key No. 744-8989-000

Parcel 9:

That part of the Southeast $\frac{1}{4}$ of Section 4, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, described as follows: Commence at the Southeast corner of said Section 4, run thence North $00^{\circ} 00' 00''$ West, on an assumed bearing, along the East line of said Section, 1594.42 feet; thence North $90^{\circ} 00' 00''$ West 60.00 feet to the West right-of-way of 76th Street and the point of beginning of this description; run thence South $00^{\circ} 00' 00''$ East 205.00 feet along said right-of-way; thence South $58^{\circ} 00' 00''$ West, 300.00 feet; thence South $20^{\circ} 30' 00''$ West 385.00 feet; thence South $37^{\circ} 33' 55''$ West 201.65 feet; thence South $48^{\circ} 16' 12''$ West 330.78 feet; thence South $61^{\circ} 02' 50''$ West 578.18 feet to a point located 230 feet North of, as measured normal to, the South line of said Section; thence South $89^{\circ} 08' 18''$ West 39.61 feet parallel with the South line of said Section; thence North $40^{\circ} 22' 33''$ East 1740.48 feet; thence North $65^{\circ} 11' 16''$ East 141.03 feet; thence North $90^{\circ} 00' 00''$ East 49.07 feet to the point of beginning.

For Informational Purposes Only:

Tax Key No. 744-8981-000

Parcel 10:

That part of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 4, Town 5 North, Range 21 East that lies within the City Limits of the City of Franklin, County of Milwaukee, State of Wisconsin. Together with that part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 4, Town 5 North, Range 21 East that lies within the City Limits of the City of Franklin, County of Milwaukee, State of Wisconsin. Excepting therefrom that part of the Northeast $\frac{1}{4}$ of Section 4, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said $\frac{1}{4}$ Section; thence North along the East line thereof, 519.25 feet to a point; thence North $87^{\circ} 16'$ West on a line parallel to the South line of said $\frac{1}{4}$ Section, 204.0 feet to a point in a 40 foot right-of-way; thence Southwesterly along said right-of-way, to a point in the South line of said $\frac{1}{4}$ Section, 948.5 feet West of the Southeast corner of said $\frac{1}{4}$ Section; thence East along the South line of said $\frac{1}{4}$ Section to the point of beginning, excepting therefrom the East 60 feet thereof. Further Excepting therefrom all that part of the Northeast $\frac{1}{4}$ of Section 4, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said $\frac{1}{4}$ Section; running thence North $03^{\circ} 51' 30''$ East on the East Line of Said $\frac{1}{4}$ Section, 519.25 feet to a point; thence North $87^{\circ} 16'$ West, 582.23 feet to the place of beginning of the land to be described; thence continuing North $87^{\circ} 16'$ West, 148.77 feet to a point in the Easterly line of the park described in Document No. 2137727; thence South $03^{\circ} 51' 30''$ West and parallel to the East line of said $\frac{1}{4}$ Section, 367.55 feet to a point; thence North $58^{\circ} 12' 34''$ East, 255.43 feet to a point; thence North $11^{\circ} 00' 30''$ West, 229.27 feet to the place of beginning; together with a non-exclusive right-of-way 40 feet wide, extending from the Southeasterly corner of the above described premises to South 76th street the center line of said right-of-way being an extension in a Northeasterly direction of the Southerly line of the above-described premises. Further excepting therefrom all that part of the Northeast $\frac{1}{4}$ of Section 4, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said $\frac{1}{4}$ Section running thence North $03^{\circ} 51' 30''$ East on the East line of said

1/4 Section, 519.25 feet to a point; thence North 87° 16' West, 204.00 feet to the place of beginning; thence continuing North 87° 16' West, 378.23 feet to a point; thence South 11° 00' 30" East, 229.27 feet to a point; thence North 58° 12' 34" East, 392.97 feet to the place of beginning, together with a non-exclusive right of way 40 feet wide, extending from the Southeasterly corner of the subject premises to South 76th Street, the center line of said right of way being an extension in the Northeasterly direction of the Southerly line of the subject premises.

EXCEPTING THEREFROM THE FOLLOWING:

PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE N00°19'12"W ALONG THE EAST LINE OF SAID 1/4 SECTION 519.27 FEET; THENCE S88°33'16"W 1190.88 FEET TO A POINT AT THE CENTERLINE OF THE ROOT RIVER AND THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE CONTINUING S88°33'16"W 47.5± FEET TO A POINT ON A MEANDER LINE AS SURVEYED BEING POINT "A"; THENCE CONTINUING S88°33'16"W 744.98 FEET; THENCE S00°03'36"W 489.23 FEET TO A MEANDER LINE AS SURVEYED, SAID LINE BEING N00°03'36"E 35.3± FEET OF A POINT AT THE CENTER LINE OF THE ROOT RIVER WHICH IS SOUTHWESTERLY 997 FEET OF THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID MEANDER LINE N78°40'41"E 152.35 FEET; THENCE N65°31'16"E 157.47 FEET; THENCE N66°28'28"E 81.84 FEET; THENCE N42°32'22"E 276.26 FEET; THENCE N53°05'35"E 141.38 FEET; THENCE N46°16'35"E 88.66 FEET; THENCE N24°07'51"E 33.38 FEET TO SAID POINT "A", BEING S88°33'16"W 47.5± FEET OF THE POINT OF BEGINNING. LANDS TO INCLUDE ALL THAT WHICH LIES BETWEEN THE THREAD OF THE ROOT RIVER AND THE MEANDER LINE AS SURVEYED.

For Informational Purposes Only:

PART OF Tax Key No. 708-8996-000

Parcel 11:

That part of the Northeast ¼ of Section 4, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said ¼ Section; thence North along the East line thereof, 519.25 feet to a point; thence North 87° 16' West on a line parallel to the South line of said ¼ Section, 204.0 feet to a point in a 40 foot right-of-way; thence Southwesterly along said right-of-way, to a point in the South line of said ¼ Section, 948.5 feet West of the Southeast corner of said ¼ Section; thence East along the South line of said ¼ Section to the point of beginning, excepting therefrom the East 60 feet thereof.

For Informational Purposes Only:

Tax Key No. 708-8999-000

Parcel 1:

A tract of land in the Northwest 1/4 of Section 9, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: commence at the North 1/4 of said Section; thence South 0 deg. 14'24" East, along the East line of said 1/4 Section, 75.00 feet to the point of beginning; thence South 88 deg. 31'36" West for a distance of 660.75 feet, along the South line of West Rawson Avenue to a point; thence South 0 deg. 16'24" East for a distance of 749.00 feet to a point; thence North 88 deg. 31'36" East for a distance of 660.20 feet to a point; thence North 0 deg. 13'52" West for a distance of 749.01 feet to the point of beginning.

For informational purposes only:

Property Address: Situated on W. Rawson Avenue

Tax Key No.: 754-9988-001

Parcel 2:

A tract of land in the Northwest 1/4 of Section 9, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: commencing at the North 1/4 corner of said Section thence South 00 deg. 14'24" East, along the East line of said 1/4 Section, 823.83 feet to the point of beginning; thence South 88 deg. 31'36" West for a distance of 660.20 feet to a point; thence South 0 deg. 16'24" East for a distance of 1474.75 feet to the North line of relocated State Highway 36; thence North 30 deg. 15'50" East for a distance of 977.50 feet, along said North line to a point of curve; thence along a curve to the right having a radius of 3919.72 feet and an arc length of 295.77 feet, being subtended by a chord of North 33 deg. 12'0" East for a distance of 295.70 feet, along said North line to a point on a curve; thence North 0 deg. 13'52" West for a distance of 400.00 feet to the point of beginning.

For informational purposes only:

Property Address: 8490 W. Old Loomis Road

Tax Key No.: 754-9988-002

Parcel 3:

That part of the West 1/2 of the Northeast 1/4 of Section 9, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Commencing at the Northwest corner of said 1/4 Section; thence South 00° 08' 17" West along the West line of said 1/4 Section, 75.01 feet to a point in the South line of West Rawson Avenue which is the Point of Beginning of the land to be described; thence North 89° 08' 18" East along the South line of said West Rawson Avenue, 458.24 feet to a point on the West line of West Loomis Road (State Trunk Highway 36); thence South 00° 51' 42" East along the West line of said Loomis Road, 437.54 feet to a point; thence North 87° 34' 40" West, 466.17 feet to a point in the West line of said 1/4 Section; thence North 00° 08' 17" East along the West line of said 1/4 Section, 410.90 feet to the point of beginning.

For informational purposes only:

Property Address: 8200 W. Old Loomis Road

Tax Key No.: 755-9995-002

Parcel 4:

That part of the West 1/2 of the North East 1/4 of Section 9, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and State of Wisconsin, which is bounded and described as follows: Commencing at a point in the West line of said 1/4 Section, which is 485.91 feet South 00° 08' 17" West of the North West corner of said 1/4 Section; continuing thence South 00° 08' 17" West along the West line of said 1/4 Section, 213.45 feet to a point; thence South 53° 19' 45" East, 325.57 feet to a point in the Northwesterly line of Old Loomis Road; thence North 36° 40' 15" East along the Northwesterly line of said Old Loomis Road, 235.81 feet to a point of curve; thence Northeasterly 212.96 feet along the arc of a curve, whose center lies to the West, whose radius is 325.10 feet and whose chord bears North 17° 54' 17" East, 209.17 feet to a point; thence North 87° 34' 40" West, 466.17 feet to the point of commencement.

For informational purposes only:

Property Address: 8240 W. Old Loomis Road

Tax Key No.: 755-9995-001

Parcel 5:

That part of the Northeast 1/4 of Section 9, in Township 5 North, Range 21 East, in the Town of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at a point on the West line of the Northeast 1/4 of Section 9 aforesaid with the center line of West Loomis Road, thence Northeasterly along the center line of West Loomis Road, 490 feet to a point; thence Northwesterly at right angles to the center line of West Loomis Road 357.74 feet to a point in the West line of the Northeast 1/4 of Section 9 aforesaid; and thence South along the West line of the Northeast 1/4 of Section 9 aforesaid 606.69 feet to the place of commencement.

For informational purposes only:

Property Address: 8316 W. Old Loomis Road

Tax Key No.: 755-9996-000