

**AMENDMENT TO DRAINAGE
AGREEMENT**

Document Number

Document Title

THIS AMENDMENT TO DRAINAGE AGREEMENT (this "Amendment") is entered into this ____ day of May, 2021, by and among **Taylor Harbor Condominiums Association, Inc.**, a Wisconsin nonstock Corporation and its successors or assigns ("**Association**"), and **A6 Racine, LLC, a Delaware limited liability company** and its successors or assigns ("**A6**"), together the "**Parties**".

WITNESSETH:

WHEREAS, pursuant to Wis. Stats. § 703.15(3)(b)4., and Sections 7.a. and 8.b. of the Declaration of Condominium for Taylor Harbor Condominiums dated the 11th day of September, 2002 and recorded the 17th day of September, 2002 in the Office of the Register of Deeds for Racine County, Wisconsin in Volume 3510 of Records, pages 311 through 323, as Document No. 1850000, and any amendments thereto, and by a Condominium Plat therefore, the Association has authority to manage, govern, and encumber the common elements of the property described as **Parcel 1 in Exhibit A**, attached hereto ("Parcel 1").

WHEREAS, A6 is the owner of the property described as **Parcel 2 in Exhibit A**, attached hereto ("Parcel 2"), both Parcels 1 and 2 being located in the Village of Mt. Pleasant, County of Racine, State of Wisconsin, together the parcels ("Parcels").

WHEREAS, the Parties and Parcels are all affected by a Drainage Agreement dated January 23, 2001, recorded as Document No. 1757267, on February 2, 2001, in Volume 3115, page 743-753, Town (now Village) of Mt. Pleasant, Racine County, Wisconsin ("Drainage Agreement").

WHEREAS, based upon the actual location of the storm inlet on the common element of **Parcel 1**, the Drainage Agreement contains an incorrect legal description and diagram of the easement area as it pertains to the storm inlet that was intended to be created by the Drainage Agreement.

Recording Area

Name and Return Address

Kristyn Dunn
KH Law LLC
225 W. Washington, Suite 2200
Chicago, IL 60606

See Exhibit A

Parcel Identification Number (PIN)

WHEREAS, the Parties wish to delete the legal description and diagram contained and described in *Exhibit C* of the Drainage Agreement related to the storm inlet and replace it with the legal description and diagram contained and described in Schedule A attached to this Amendment so that the revised legal description and diagram match the actual easement area being used as a drainage easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Incorporation of Recitals; Defined Terms.** The Parties repeat herein by this reference the above recitals as if said recitals were set forth herein in full.
2. **Easement Area Description and Diagram in the Drainage Agreement.** The Parties hereby strike the legal description and diagram of the storm inlet easement area as contained and described in *Exhibit C* of the (original) Drainage Agreement (Volume 3115, page 751, Document No. 175726), which contained, more or less 15 square feet.
3. **Revised Easement Area.** The Parties agree that the legal description and diagram contained and described in **Schedule A** attached hereto, shall replace the legal description and diagram contained in *Exhibit C* of the Drainage Agreement.
4. **Full Agreement.** This Amendment sets forth the entire agreement between the Parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. In the event of a conflict or inconsistency between the terms of this Amendment and the terms of the Reservation, the terms of this Amendment shall control.
5. **Successors and Assigns.** This Amendment shall bind the parties hereto and their respective successors and assigns.
6. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
7. **Authority.** Each of the Parties represents that its signatory of this Amendment has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting, and the Association represents that it has not granted any mortgages or security interests against the common elements of Parcel 1.

IN WITNESS WHEREOF, the undersigned have executed this Amendment this ____ day of May, 2021.

[Signatures on following page]

TAYLOR HARBOR CONDOMINIUMS
ASSOCIATION, INC. (Parcel 1)

By: Bonnie Vance
Print: Bonnie Vance
Title: Treasurer

STATE OF Wisconsin)
) ss.
Racine COUNTY)

Personally came before me this 15th day of June 2020, the above-named Bonnie Vance, on behalf of _____, to me known to be the person who executed the foregoing document and acknowledged the same.



Helen Morelan
Notary Public, State of _____
My Commission Expires: 06/05/2022

A6 RACINE, LLC (Parcel 2 Owner)

By: _____
Print: _____
Title: _____

STATE OF _____)
) ss.
_____ COUNTY)

Personally came before me this _____ day of _____, 2020, the above-named _____, on behalf of A6 RACINE, 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: _____

This instrument drafted by:
Jeffrey J. Bartzen
Neider & Boucher, S.C.
401 Charmany Drive, Suite 301
Madison, WI 53719

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL 1 AND PARCEL 2

PARCEL 1:

The following Buildings, Units and Parcel Numbers, all in Taylor Harbor Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Taylor Harbor Condominiums", dated the 11th day of September, 2002 and recorded the 17th day of September, 2002 in the Office of the Register of Deeds for Racine County, Wisconsin in Volume 3510 of Records, pages 311 through 323, as Document No. 1850000; and any amendments thereto, and by a Condominium Plat therefore;

Building No. 1

1)	4301-1	151-03-22-36-550-010
2)	4301-2	151-03-22-36-550-020
3)	4301-3	151-03-22-36-550-030
4)	4301-4	151-03-22-36-550-040
5)	4301-5	151-03-22-36-550-050
6)	4301-6	151-03-22-36-550-060
7)	4301-7	151-03-22-36-550-070
8)	4301-8	151-03-22-36-550-080

Building No. 2

1)	4247-1	151-03-22-36-550-090
2)	4247-2	151-03-22-36-550-100
3)	4247-3	151-03-22-36-550-110
4)	4247-4	151-03-22-36-550-120
5)	4247-5	151-03-22-36-550-130
6)	4247-6	151-03-22-36-550-140
7)	4247-7	151-03-22-36-550-150
8)	4247-8	151-03-22-36-550-160

Building No. 3

1)	4235-1	151-03-22-36-550-170
2)	4235-2	151-03-22-36-550-180
3)	4235-3	151-03-22-36-550-190
4)	4235-4	151-03-22-36-550-200
5)	4235-5	151-03-22-36-550-210
6)	4235-6	151-03-22-36-550-220
7)	4235-7	151-03-22-36-550-230
8)	4235-8	151-03-22-36-550-240

Building No. 4

1)	4242-1	151-03-22-36-550-410
2)	4242-2	151-03-22-36-550-420
3)	4242-3	151-03-22-36-550-430
4)	4242-4	151-03-22-36-550-440
5)	4242-5	151-03-22-36-550-450
6)	4242-6	151-03-22-36-550-460
7)	4242-7	151-03-22-36-550-470
8)	4242-8	151-03-22-36-550-480

Building No. 5

1)	4232-1	151-03-22-36-550-490
2)	4232-2	151-03-22-36-550-500
3)	4232-3	151-03-22-36-550-510
4)	4232-4	151-03-22-36-550-520
5)	4232-5	151-03-22-36-550-530
6)	4232-6	151-03-22-36-550-540
7)	4232-7	151-03-22-36-550-550
8)	4232-8	151-03-22-36-550-560

Building No. 6

1)	4245-1	151-03-22-36-550-250
2)	4245-2	151-03-22-36-550-260
3)	4245-3	151-03-22-36-550-270
4)	4245-4	151-03-22-36-550-280
5)	4245-5	151-03-22-36-550-290
6)	4245-6	151-03-22-36-550-300
7)	4245-7	151-03-22-36-550-310
8)	4245-8	151-03-22-36-550-320

Building No. 7

1)	4221-1	151-03-22-36-550-330
2)	4221-2	151-03-22-36-550-340
3)	4221-3	151-03-22-36-550-350
4)	4221-4	151-03-22-36-550-360
5)	4221-5	151-03-22-36-550-370
6)	4221-6	151-03-22-36-550-380

- | | | |
|----|--------|----------------------|
| 7) | 4221-7 | 151-03-22-36-550-390 |
| 8) | 4221-8 | 151-03-22-36-550-400 |

Building No. 8

- | | | |
|----|--------|----------------------|
| 1) | 4249-1 | 151-03-22-36-550-570 |
| 2) | 4249-2 | 151-03-22-36-550-580 |
| 3) | 4249-3 | 151-03-22-36-550-590 |
| 4) | 4249-4 | 151-03-22-36-550-600 |
| 5) | 4249-5 | 151-03-22-36-550-610 |
| 6) | 4249-6 | 151-03-22-36-550-620 |
| 7) | 4249-7 | 151-03-22-36-550-630 |
| 8) | 4249-8 | 151-03-22-36-550-640 |

Building No. 9

- | | | |
|----|--------|----------------------|
| 1) | 4237-1 | 151-03-22-36-550-650 |
| 2) | 4237-2 | 151-03-22-36-550-660 |
| 3) | 4237-3 | 151-03-22-36-550-670 |
| 4) | 4237-4 | 151-03-22-36-550-680 |
| 5) | 4237-5 | 151-03-22-36-550-690 |
| 6) | 4237-6 | 151-03-22-36-550-700 |
| 7) | 4237-7 | 151-03-22-36-550-710 |
| 8) | 4237-8 | 151-03-22-36-550-720 |

Building 10

- | | | |
|----|--------|----------------------|
| 1) | 4250-1 | 151-03-22-36-550-731 |
| 2) | 4250-2 | 151-03-22-36-550-732 |
| 3) | 4250-3 | 151-03-22-36-550-733 |
| 4) | 4250-4 | 151-03-22-36-550-734 |
| 5) | 4250-5 | 151-03-22-36-550-735 |
| 6) | 4250-6 | 151-03-22-36-550-736 |
| 7) | 4250-7 | 151-03-22-36-550-737 |
| 8) | 4250-8 | 151-03-22-36-550-738 |

Building 11

- | | | |
|----|--------|----------------------|
| 1) | 4238-1 | 151-03-22-36-550-741 |
| 2) | 4238-2 | 151-03-22-36-550-742 |
| 3) | 4238-3 | 151-03-22-36-550-743 |
| 4) | 4238-4 | 151-03-22-36-550-744 |
| 5) | 4238-5 | 151-03-22-36-550-745 |
| 6) | 4238-6 | 151-03-22-36-550-746 |
| 7) | 4238-7 | 151-03-22-36-550-747 |
| 8) | 4238-8 | 151-03-22-36-550-748 |

Building 12

- | | | |
|----|--------|----------------------|
| 1) | 4226-1 | 151-03-22-36-550-751 |
| 2) | 4226-2 | 151-03-22-36-550-752 |
| 3) | 4226-3 | 151-03-22-36-550-753 |

- | | | |
|----|--------|----------------------|
| 4) | 4226-4 | 151-03-22-36-550-754 |
| 5) | 4226-5 | 151-03-22-36-550-755 |
| 6) | 4226-6 | 151-03-22-36-550-756 |
| 7) | 4226-7 | 151-03-22-36-550-757 |
| 8) | 4226-8 | 151-03-22-36-550-758 |

Building 13

- | | | |
|----|--------|----------------------|
| 1) | 4208-1 | 151-03-22-36-550-761 |
| 2) | 4208-2 | 151-03-22-36-550-762 |
| 3) | 4208-3 | 151-03-22-36-550-763 |
| 4) | 4208-4 | 151-03-22-36-550-764 |
| 5) | 4208-5 | 151-03-22-36-550-765 |
| 6) | 4208-6 | 151-03-22-36-550-766 |
| 7) | 4208-7 | 151-03-22-36-550-767 |
| 8) | 4208-8 | 151-03-22-36-550-768 |

Together with all appurtenant rights, title and interest, including (without limitation):

- a) the undivided percentage interest in all Common Elements as specified for such Unit in the aforementioned Declaration;
- b) the right to use of the areas and/or facilities, if any, specified in the aforementioned Declaration, as Limited Common Elements for such Unit; and
- c) membership in the Taylor Harbor Condominium Association, Inc., (hereafter the "Owner's Association"), a Wisconsin non-stock corporation, as provided for in the aforementioned Declaration and in any Articles of Incorporation and/or Bylaws for such Owner's Association.

PARCEL 2:

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 1541, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35-3-22 EAST AS RECORDED ON OCTOBER 1 1991 IN VOLUME 4 OF CERTIFIED SURVEY MAPS, PAGE 733, AS DOCUMENT NO. 1351858. SAID LAND BEING IN THE VILLAGE OF MT. PLEASANT, COUNTY OF RACINE, STATE OF WISCONSIN.

TAX PARCEL NO. 151-03-22-35-001-020
PROPERTY ADDRESS: 6109 BRAUN RD., MT. PLEASANT, WI 53403

SCHEDULE A

DESCRIPTION AND DIAGRAM OF STORM INLET AREA ON PARCEL 2