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REGISTER OF DEEDS: **JOELLYN M. STORZ**

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Document Number	**EASEMENT AGREEMENT** Title

THIS EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of the 29th day of November, 2021 (the "**Effective Date**"), by and between Sun Pointe Village Condominium Association, Inc., a Wisconsin nonstock, nonprofit corporation ("**Sun Pointe Village Association**"), and Sun Pointe Village 3 Condominium Association, Inc., a Wisconsin nonstock, nonprofit corporation ("**Sun Pointe Village 3 Association**"). Sun Pointe Village Association and Sun Pointe Village 3 Association are sometimes hereinafter referred to individually as an "**Association**" and collectively as the "**Associations.**"

Name and Return Address:

Katherine R. Rist
Foley & Lardner LLP
150 East Gilman Street
P.O. Box 1497
Madison, Wisconsin 53701-1497

See Exhibit A

Parcel Identification Numbers

WITNESSETH:

WHEREAS, pursuant to that Declaration of Condominium for Sun Pointe Village, a Condominium, recorded on June 19, 2007 with the Kenosha County Register of Deeds office as Document No. 1524562, as amended by the First through Eighth Amendments to Declaration of Condominium for Sun Pointe Village, a condominium (the "**Sun Pointe Village Condominium**") exists on the property described on Exhibit A attached hereto and incorporated herein (the "**Sun Pointe Village Property**");

WHEREAS, Sun Pointe Village Association has the right to grant easements and licenses over the Sun Pointe Village Property;

WHEREAS, pursuant to that Declaration of Condominium for Sun Pointe Village Phase 3, a Condominium, recorded on June 30, 2020 with the Kenosha County Register of Deeds office as Document No. 1871072, a condominium (the "**Sun Pointe Village 3 Condominium**" and together with Sun Pointe Village Condominium, the "**Condominiums**") exists on the property described on Exhibit A (the "**Sun Pointe Village 3 Property**");

WHEREAS, Sun Pointe Village 3 Association has the right to grant easements and licenses over the Sun Pointe Village 3 Property; and

WHEREAS, in connection with the development of the Sun Pointe Village 3 Condominium, each Association wishes to grant to the other Association certain rights and easements over portions of its property, and the Associations wish to set forth their respective

rights and responsibilities with respect to the rights and easements granted herein on the terms and conditions more particularly set forth below.

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

1. Incorporation of Recitals. The above recitals are true and correct and form a material part of this Agreement upon which the Associations have relied.

2. Definition of "Proportionate Share." An Association's "Proportionate Share" shall be determined by the number of residential units of either the Sun Pointe Village Condominium or Sun Pointe Village 3 Condominium, as applicable, that have received certificates of occupancy as compared to the total number of residential units in the Condominiums.

3. Driveway Easement. There is an existing driveway located partially on the Sun Pointe Village Property and the Sun Pointe Village 3 Property depicted on the site plan attached hereto as Exhibit B (the "**Site Plan**") as the "**Driveway Access Easement Area**" for which there is no formal agreement setting forth the parties rights and obligations regarding the use and maintenance thereof, and the Associations desire to set forth such rights and easements as follows:

a. Sun Pointe Village Driveway. Sun Pointe Village Association hereby grants to Sun Pointe Village 3 Association, and the partners, officers, agents, employees, customers, tenants, subtenants, contractors, users, owners, lessees, licensees, invitees and guests (collectively, the "**Sun Pointe Village 3 Residents**") of the Sun Pointe Village 3 Condominium, a perpetual, irrevocable and non-exclusive easement appurtenant to the Sun Pointe Village 3 Property, under and across that portion of the Driveway Access Easement Area located on the Sun Pointe Village Property, for vehicular and pedestrian ingress and egress to and from 21st Street and the Sun Pointe Village 3 Property and for parking in the parking spaces located thereon (the "**Sun Pointe Village Driveway Access Easement**").

b. Sun Pointe Village 3 Driveway. Sun Pointe Village 3 Association hereby grants to Sun Pointe Village Association, and the partners, officers, agents, employees, customers, tenants, subtenants, contractors, users, owners, lessees, licensees, invitees and guests (collectively, the "**Sun Pointe Village Residents**" and collectively with the Sun Pointe Village 3 Residents, the "**Residents**") of the Sun Pointe Village Condominium, a perpetual, irrevocable and non-exclusive easement appurtenant to the Sun Pointe Village Property, under and across that portion of the Driveway Access Easement Area located on the Sun Pointe Village 3 Property, for vehicular and pedestrian ingress and egress to and from 21st Street and the Sun Pointe Village Property and for parking in the parking spaces spots located thereon (the "**Sun Pointe Village 3 Driveway Access Easement**").

c. Driveway Maintenance. The Sun Pointe Village Association shall initially be responsible, at its sole cost and expense, for the, repair, maintenance, replacement and general upkeep of the Driveway Access Easement Area, together with all driveways,

sidewalks and parking areas located within the Common Elements of both the Sun Pointe Village and Sun Pointe Village 3 Property (the "**Driveway Maintenance**") and shall keep all such areas in good order and condition, in accordance with all applicable governmental rules, ordinances and regulations, as well as sound engineering practices. The Driveway Maintenance shall include, but not be limited to, snow and ice removal, clearing, resurfacing, filling, pavement repair and replacement, street lighting replacement and repair and any other item of general upkeep, all to the standard of comparable multi-family residential developments located in Kenosha County, Wisconsin. From and after the time that a certificate of occupancy is issued for any of the improvements constructed on Sun Pointe Village 3 Property, the Sun Pointe Village 3 Association shall reimburse the Sun Pointe Village Association for its Proportionate Share of all costs and expenses incurred by Sun Pointe Village Association in connection with the Driveway Maintenance. Such payments shall be made by Sun Pointe Village 3 Association within thirty (30) days of delivery of a written invoice by the Sun Pointe Village Association to the Sun Pointe Village 3 Association. Any invoiced amount which is not paid within such thirty (30) day period shall accrue interest at the rate of 12% per annum and shall constitute a lien on the Sun Pointe Village 3 Property, which lien is and shall be junior and subordinate to the lien of any mortgage now existing or hereafter imposed on Sun Pointe Village 3 Property in favor of any bank, savings and loan, pension fund, insurance company, or other institutional lender; but which lien is and shall be senior to any and all other liens or encumbrances which may hereafter be created or imposed on Sun Pointe Village 3 Property.

d. Failure to Perform Driveway Maintenance. In the event that Sun Pointe Village Association fails to perform any Driveway Maintenance, which failure continues for more than five (5) days after the date of written notice thereof by Sun Pointe Village 3 Association, Sun Pointe Village 3 Association shall have the right, but not the obligation, to: (i) perform such obligations as are necessary to restore the Driveway Access Easement Area to good condition and repair; (ii) expend such funds as are reasonably necessary for any Driveway Maintenance; and (iii) submit an invoice to Sun Pointe Village Association for Sun Pointe Village Association's Proportionate Share of the reasonably expended funds. Such payments shall be made within thirty (30) days of delivery of a written invoice by the Sun Pointe Village 3 Association to the Sun Pointe Village Association. Any invoiced amount which is not paid within such thirty (30) day period shall accrue interest at the rate of 12% per annum and shall constitute a lien on Sun Pointe Village Property, which lien is and shall be junior and subordinate to the lien of any mortgage now existing or hereafter imposed on Sun Pointe Village Property in favor of any bank, savings and loan, pension fund, insurance company, or other institutional lender; but which lien is and shall be senior to any and all other liens or encumbrances which may hereafter be created or imposed on Sun Pointe Village Property.

e. Development of Sun Pointe Village 3 Property. In connection with the development of the Sun Pointe Village 3 Property, the owner of the Sun Pointe Village 3 Property shall have the right to connect into and modify that portion of the Driveway Access Easement Area located on the Sun Pointe Village 3 Property, as may be reasonably necessary, provided that no such modifications or connections shall unreasonably interfere with the use thereof by the Sun Pointe Village Residents.

4. Landscaping Areas.

a. Installation Costs. Each Association shall be responsible for the initial installation costs of any landscaping located on its respective property.

b. Landscaping Maintenance Obligations. The Sun Pointe Village Association shall initially be responsible, at its sole cost and expense, for the maintenance, replacement and general upkeep of all landscaping located on the Sun Pointe Village Property and the Sun Pointe Village 3 Property (the "**Landscaping Maintenance**") and shall keep all landscaping in good condition, in accordance with all applicable governmental rules, ordinances and regulations. The Landscaping Maintenance shall include, but not be limited to pond maintenance, planting and maintaining grass, shrubbery and trees, regularly mowing any grass areas, trimming any shrubbery and trees as needed and any other item of general upkeep, all to the standard of comparable multi-family residential developments located in Kenosha County, Wisconsin. From and after the time that a certificate of occupancy is issued for any of the improvements constructed on Sun Pointe Village 3 Property, the Sun Pointe Village 3 Association shall reimburse the Sun Pointe Village Association for its Proportionate Share of all costs and expenses incurred by Sun Pointe Village Association in connection with the Landscaping Maintenance. Such payments shall be made by Sun Pointe Village 3 Association within thirty (30) days of delivery of a written invoice by the Sun Pointe Village Association to the Sun Pointe Village 3 Association. Any invoiced amount which is not paid within such thirty (30) day period shall accrue interest at the rate of 12% per annum and shall constitute a lien on the Sun Pointe Village 3 Property, which lien is and shall be junior and subordinate to the lien of any mortgage now existing or hereafter imposed on Sun Pointe Village 3 Property in favor of any bank, savings and loan, pension fund, insurance company, or other institutional lender; but which lien is and shall be senior to any and all other liens or encumbrances which may hereafter be created or imposed on Sun Pointe Village 3 Property.

c. Failure to Perform Landscaping Maintenance. In the event that Sun Pointe Village Association fails to perform any Landscaping Maintenance, which failure continues for more than five (5) days after the date of written notice thereof by Sun Pointe Village 3 Association, Sun Pointe Village 3 Association shall have the right, but not the obligation, to: (i) perform such obligations as are necessary to restore any landscaping to good condition; (ii) expend such funds as are reasonably necessary for any Landscaping Maintenance; and (iii) submit an invoice to Sun Pointe Village Association for Sun Pointe Village Association's Proportionate Share of the reasonably expended funds. Such payments shall be made within thirty (30) days of delivery of a written invoice by the Sun Pointe Village 3 Association to the Sun Pointe Village Association. Any invoiced amount which is not paid within such thirty (30) day period shall accrue interest at the rate of 12% per annum and shall constitute a lien on Sun Pointe Village Property, which lien is and shall be junior and subordinate to the lien of any mortgage now existing or hereafter imposed on Sun Pointe Village Property in favor of any bank, savings and loan, pension fund, insurance company, or other institutional lender; but which lien is and shall be senior to any and all other liens or encumbrances which may hereafter be created or imposed on Sun Pointe Village Property.

5. Clubhouse and Leasing Office License.

a. Licenses. Sun Pointe Village Association hereby grants to Sun Pointe Village 3 Association, and the Sun Pointe Village 3 Residents, a non-exclusive,

irrevocable license (the "**Clubhouse License**") and permission to enter the clubhouse located on Sun Pointe Village Property as shown on the Site Plan (the "**Clubhouse**") and use the amenities located in and around the clubhouse, including, but not limited to the community room with full kitchen, business center, fitness center and outdoor community patio as well as any future amenities located within or as part of the Clubhouse (the "**Amenities**"), subject to availability and the rules and regulations for such Clubhouse as maintained by the Sun Point Village Association. Sun Pointe Village Association further grants to Sun Pointe Village 3 Association, and the property management staff of the Sun Pointe Village 3 Condominium, a non-exclusive, irrevocable license and permission to enter and use the leasing office within the Clubhouse (the "**Leasing Office**") for all leasing and administration activities necessary or desirable for operation of the Sun Pointe Village 3 Condominium (the "**Leasing Office License**" and together with the Clubhouse License, the "**Licenses**"). From time to time, Sun Pointe Village Association shall have the right, but not the obligation to relocate, replace or eliminate any of the Amenities or the Leasing Office, provided that Sun Pointe Village Association shall give Sun Pointe Village 3 Association at least thirty (30) days prior written notice thereof.

b. Amenities Work. Sun Pointe Village Association shall own all portions of the Clubhouse and shall initially be responsible, at its sole cost and expense, for the, repair, maintenance, operation, replacement and general upkeep of the Amenities and Leasing Office, including the cost of all utilities and insurance (collectively, the "**Amenities Expenses**"). From and after the time that a certificate of occupancy is issued for any of the improvements constructed on the Sun Pointe Village 3 Property, the Sun Pointe Village 3 Association shall reimburse the Sun Pointe Village Association for the Sun Pointe Village 3 Condominium's Proportionate Share of all costs and expenses incurred by Sun Pointe Village Association in connection with the Amenities Expenses. Such payments shall be made by Sun Pointe Village 3 Association within thirty (30) days of delivery of a written invoice by the Sun Pointe Village Association to the Sun Pointe Village 3 Association. Any invoiced amount which is not paid within such thirty (30) day period shall accrue interest at the rate of 12% per annum and shall constitute a lien on the Sun Pointe Village 3 Property, which lien is and shall be junior and subordinate to the lien of any mortgage now existing or hereafter imposed on the Sun Pointe Village 3 Property in favor of any bank, savings and loan, pension fund, insurance company, or other institutional lender; but which lien is and shall be senior to any and all other liens or encumbrances which may hereafter be created or imposed on the Sun Pointe Village 3 Property.

6. Emergency/Default.

a. In the event of a default by an Association hereunder, the non-defaulting Association 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. In the event of the inaction by an Association and/or a default by an Association hereunder which causes an interruption of utility services or creates any other emergency (whether similar or dissimilar to an interruption of utility services, including but not limited to snow and ice removal of parking areas and/or sidewalks), the non-defaulting Association shall have the right, at any time while such emergency default continues and without giving notice or waiting for the expiration of the curative period otherwise granted herein, in

addition to such other rights and remedies as may be available at law or in equity, to cure such default on behalf of the defaulting Association and shall be entitled to reimbursement from such defaulting Association for the reasonable costs and expenses so incurred.

7. Insurance.

a. The Associations shall each secure from a company or companies licensed to conduct insurance business in the State of Wisconsin, pay for, and maintain in full force and effect, the following required insurance issued by an "A-:VIII" or better rated insurance carrier as rated by A.M. Best Company (the "**Insurance**").

i. Commercial General Liability insurance, insuring for third party claims of legal liability, and caused by bodily injury, property damage, personal injury or advertising injury, arising out of the ownership or management of the real property owned by Association and including the costs to defend such actions brought against the Association, as well as hired and non-owned automobile liability insurance. Limits of the policy shall be at least $1 million per occurrence and $2 million in the general aggregate. If coverage is provided under blanket policies insuring other locations or entities, then the general aggregate must apply to each insured location separately.

ii. Umbrella/Excess Liability insurance, with the Commercial General Liability, Automobile Liability and Employers Liability polices scheduled as underlying policies. Limits of the policy shall be at least $3 million per occurrence and in the annual aggregate.

iii. Property Damage insurance, insuring the Association for all risks of physical loss of or damage to the real property comprising the Condominium, as appropriate, personal property of the Association used to maintain or service the Condominium, and new construction, additions, alterations and repairs to structures. Policy shall provide for claims to be paid based upon replacement cost of the lost or damaged property without deduction for depreciation; loss payment shall be to the Association. Limits of policy will be at least the replacement value of the Condominium, as applicable (excluding the value of the real property, site utilities, foundations and architectural and engineering expenses). The policy shall have a deductible of no greater than $10,000 per occurrence. The policy shall carry no coinsurance provisions. Coverage and limits shall be extended to include the actual loss of rents sustained due to an insured loss, for a period of at least twelve months from the date of such loss. Coverage shall be further extended to include debris removal, outdoor trees, shrubs, plants and lawns, and Ordinance or Law coverage for the increased costs of construction, or the loss in value of undamaged portions of the building(s), caused by the enforcement of building, zoning or land use law.

b. Notwithstanding the foregoing, if Sun Pointe Village Association or Sun Pointe Village 3 Association maintains the insurance as may be required by any bank, savings and loan, pension fund, insurance company, or other institutional lender that has a lien on the Condominium, as the case may be, it shall be deemed to be in compliance with the insurance requirements of this Section 7. Upon request by the other Association, each Association shall furnish certificates of insurance and endorsements to the other Association to

evidence such coverage and shall furnish complete copies of such policy or policies upon request of the other Association.

8. No Unreasonable Interference. No Association shall at any time unreasonably interfere with the use by an Association of the areas over which the Association or its Residents has been granted an easement or license hereunder.

9. Certificates of Occupancy. If for any reason the City of Kenosha discontinues its practice of issuing certificates of occupancy upon completion of any improvements, or fails to do so even though it allows such improvements to be occupied, the Association shall, for purposes of establishing reimbursement and cost-sharing obligations under this Agreement, be deemed to have received a "certificate of occupancy" at such time as such improvements are substantially completed and occupied.

10. Supporting Information for Invoices. Any Association who is entitled to reimbursement under this Agreement shall maintain copies of paid invoices and records of all of its costs and expenses for which reimbursement is sought, and shall make those copies and records available to any Association as a condition to receiving reimbursement from that Association.

11. Term. Except as otherwise provided herein, the easements granted and agreements made hereunder shall constitute covenants running with the land and shall be perpetual and inure to the benefit of the successors and assigns of each Association. The easements granted herein are intended to be appurtenant to, and transferable with the Sun Pointe Village Property and Sun Pointe Village 3 Property because they are essential and necessary for the use of the Sun Pointe Village Property and Sun Pointe Village 3 Property as the Condominiums.

12. Liens. Each party retains the right to encumber its property, but any such encumbrance created after the effective date hereof shall be subject to this Agreement. No party shall allow any construction or other liens to be made against property owned by another party. In the event of any unpermitted liens and the failure of the Association causing or permitting such lien to have same removed of record or bonded over, within 30 days of written request, the Association whose property has been impermissibly liened may cause the lien to be removed or bonded and all costs and fees associated therewith will be due and payable, upon demand.

13. Severability. All provisions of this Agreement are deemed severable, and if any one or more provision is deemed unenforceable for any reason, the remaining provisions shall remain in full force and effect.

14. Amendment or Termination. This Agreement may be amended or terminated only by a document signed by all parties hereto or their respective successors or assigns, and duly recorded in the office of the Kenosha County, Wisconsin Register of Deeds.

15. Governing Law. This Agreement shall at all times be governed by and enforced in accordance with the laws of the State of Wisconsin.

16. Notice. All notices and communications to be given under this Agreement by any party to any other party shall be in writing and shall be sent, postage prepaid, by certified or registered mail, return receipt requested, and shall be deemed given two days after being postmarked. In the alternative, such notices may be delivered personally or transmitted by an overnight delivery service. Notices shall be given to the owner of property subject to this Agreement at the address shown in the records of the City of Kenosha Property Tax Assessor for delivery of property tax notices to such owner.

17. Indemnification. Each Association having rights with respect to an easement granted hereunder shall indemnify, defend, protect and hold the Association whose property is subject to the easement along with such Association's officers, directors, partners, members, agents, employees and assigns, harmless from and against all claims, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) that are suffered or incurred stemming from any accidents, injuries, loss, or damage of or to any person or property related to or arising from the negligent, intentional or willful acts or omissions of such Association pertaining to the use of the granted easement; provided, however, that such indemnity shall not apply to the extent such claims, liabilities and expenses result from the reckless disregard or willful misconduct of said indemnitee or such indemnity is prohibited by Wisconsin law. This indemnification shall survive the termination of this Agreement and/or the easements granted herein.

18. No Rights in Public; No Implied Easements. Nothing contained in this Agreement, including the grant of easements and licenses, shall be deemed to constitute a dedication of the Sun Pointe Village Property and/or Sun Pointe Village 3 Property, or any portion or portions thereof, to any governmental body, agency or entity, or to the general public, or to be construed to create any rights in or for the benefit of any person not a party to this Agreement. No easements, except those expressly set forth herein shall be implied by this Agreement.

19. Entire Agreement. This Agreement contains the complete understanding and agreement of the Associations with respect to all matters referred to herein, and any and all prior representations, negotiations and/or understandings are superseded hereby, and the terms of this Agreement are contractually binding upon all parties, their successors and assigns.

[Signatures Begin on the Following Page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

SUN POINTE VILLAGE CONDOMINIUM ASSOCIATION, INC., a Wisconsin nonstock, nonprofit corporation

By: _____
Name: Jonah Hetland
Its: Director

By: _____
Name: Stephen R. Mills
Its: Director

By: _____
Name: Tony Curi
Its: Director

SARA TRONGEAU NOTARY PUBLIC STATE OF WISCONSIN

STATE OF Wisconsin)
) SS
COUNTY OF Vernon)

* Personally came before me this 24 day of November, 2021, the above named Jonah Hetland, Stephen R. Mills, Tony Curi, to me known to be a member of the Board of Directors for the Sun Pointe Village Condominium Association, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
(Signature)

Sara Trongeau
(Printed Name)

Notary Public, WI County, Vernon
My commission expires: 8/25/25

* Jonah Hetland, Stephen R. Mills, Tony Curi

[Signatures Continue on Following Page]

SUN POINTE VILLAGE 3 CONDOMINIUM ASSOCIATION, INC., a Wisconsin nonstock, nonprofit corporation

By: _____
Name: Jonah Hetland
Its: Director

By: _____
Name: Elizabeth Knoke
Its: Director

By: _____
Name: Craig Bartsch
Its: Director

SARA TRONGEAU NOTARY PUBLIC STATE OF WISCONSIN

STATE OF Wisconsin)
) SS
COUNTY OF Kenosha)

* Personally came before me this 21st day of November, 2021, the above named Jonah Hetland, Elizabeth Knoke, Craig Bartsch, to me known to be a member of the Board of Directors for the Sun Pointe 3 Village Condominium Association, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
(Signature)

_____
(Printed Name)

Notary Public, WI County, Kenosha
My commission expires: 8/25/25

* Jonah Hetland, Elizabeth Knoke, Craig Bartsch

This instrument was drafted by and after recording should be returned to Katherine R. Rist, Foley & Lardner LLP, 150 East Gilman Street, Post Office Box 1497, Madison, Wisconsin 53701-1497, Telephone: (608) 258-4317.

Exhibit A

Sun Pointe Village Property

Units 1-15, 19-33, 43, 52, 101-112, 129-136, in Sun Pointe Village Condominium, being a re-division of Certified Survey Map No. 2544, in the Northeast' ¼ Section 24, Township 2 North, Range 22 East of the Fourth Principal Meridian, being a Condominium created under the Condominium Ownership Act of the State of Wisconsin by a Declaration of Condominium for Sun Pointe Village Condominium, dated June 11, 2007, and recorded in the office of Register of Deeds for Kenosha Couitty, Wisconsin on June 19, 2007, as Document No. 1524562 and amended by First Amendment to Declaration recorded December 4, 2008 as document number 1573548; and any further amendments thereto, and by a Condominium Nat thereof; TOGETHER with the undivided percentage interest in all common elements as specified for such unit in the aforementioned Declaration of Condominium, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

PINs:

07-222-24-126-001 (Unit 1)
07-222-24-126-002 (Unit 2)
07-222-24-126-003 (Unit 3)
07-222-24-126-004 (Unit 4)
07-222-24-126-005 (Unit 5)
07-222-24-126-006 (Unit 6)
07-222-24-126-007 (Unit 7)
07-222-24-126-008 (Unit 8)
07-222-24-126-009 (Unit 9)
07-222-24-126-010 (Unit 10)
07-222-24-126-011 (Unit 11)
07-222-24-126-012 (Unit 12)
07-222-24-126-013 (Unit 13)
07-222-24-126-014 (Unit 14)
07-222-24-126-015 (Unit 15)
07-222-24-126-019 (Unit 19)
07-222-24-126,020 (Unit 20)
07-222-24-126-021 (Unit 21)
07-222-24-126-022 (Unit 22)
07-222-24-126-023 (Unit 23)
07-222-24-126-024 (Unit 24)
07-222-24-126-025 (Unit 25)
07,222-24-126-026 (Unit 26)
07-222-24-126-027 (Unit 27)
07-222-24-126-028 (Unit 28)
07-222-24-126-029 (Unit 29)
07-222-24-126-030 (Unit 30)
07-222-24-126-031 (Unit 31)
07-222-24-126-032 (Unit 32)
07-222-24-126-033 (Unit 33)
07-222-24-126-043 (Unit 43)
07-222-24-126-052 (Unit 52)
07-222-24-126-101 (Unit 101)
07-222-24-126-102 (Unit 102)
07-222-24-126-103 (Unit 103)
07-222-24-126-104 (Unit 104)
07-222-24-126-105 (Unit 105)
07-222-24-126-106 (Unit 106)
07-222-24-126-107 (Unit 107)
07-222-24-126-108 (Unit 108)
07-222-24-126-109 (Unit 109)
07-222-24-126-110 (Unit 110)
07-222-24-126-111 (Unit 111)
07-222-24-126-112 (Unit 112)
07-222-24-126-129 (Unit 129)
07-222-24-126-130 (Unit 130)
07-222-24-126-131 (Unit 131)
07-222-24-126-132 (Unit 132)
07-222-24-126-133 (Unit 133)
07-222-24-126-134 (Unit 134)
07-222-24-126-135 (Unit 135)
07-222-24-126-136 (Unit 136)

Sun Pointe Village 3 Property

Being Expansion Area "M" of Sun Pointe Village, Condominium, being a redivision of Lot 1 of Certified Survey Map No. 2544, as recorded in the Register of Deeds office for Kenosha County as Document No. 1496090, located in part of the Southwest 1/4 of the Northeast 1/4 of Section 24, Township 2 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin, described as follows:

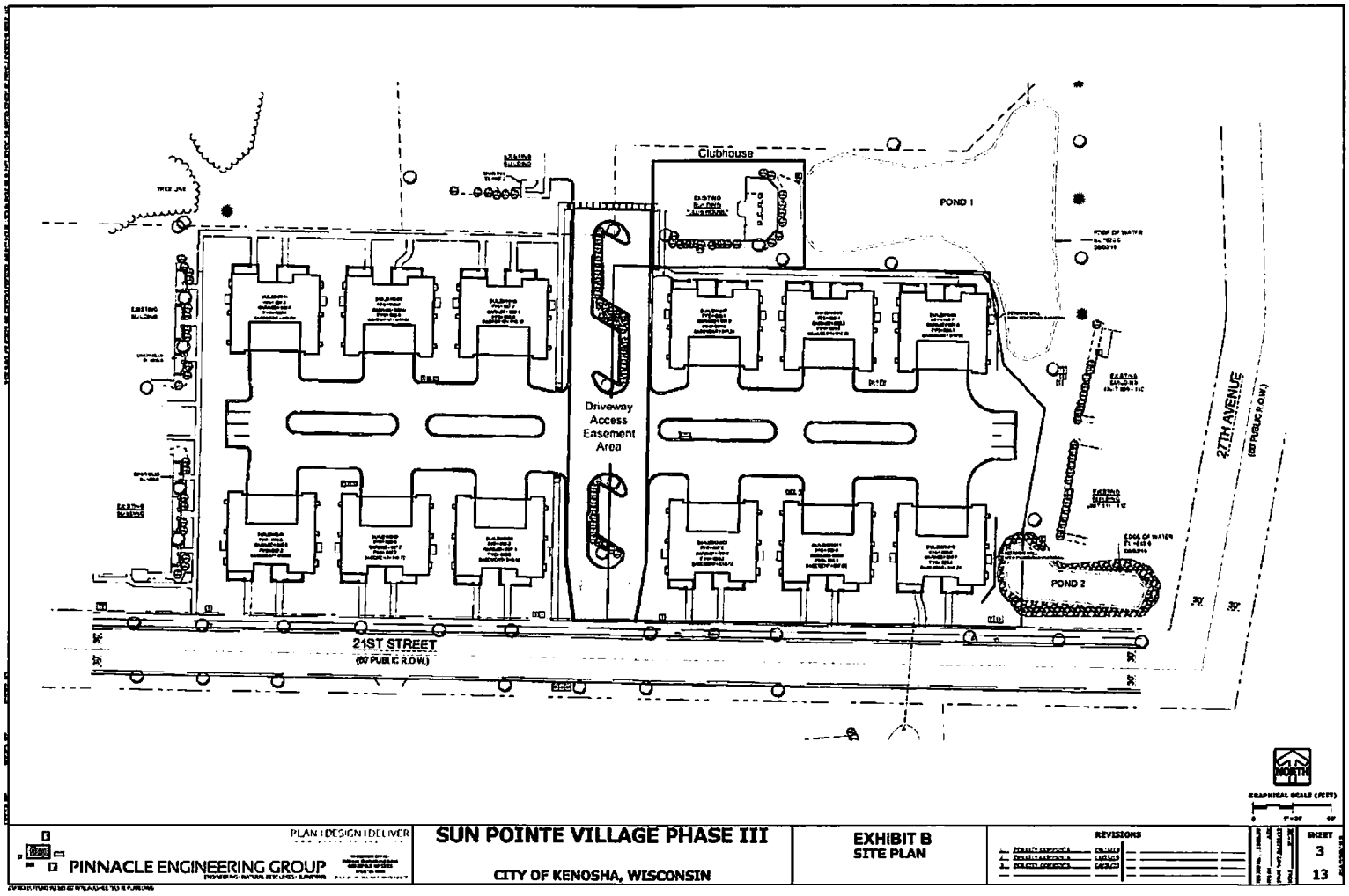
Commencing at the northwest corner of the Northeast 1/4 of said Section 24; thence South 01°42"39' East along the west line of said Northwest 1/4, 1892.88 feet; thence South 88°58'29" East and then along the north right of way line of 21st Street, 614.17 feet to the Point of Beginning;

Thence North 01°00'40" East, 272.32 feet; thence South 88°59'20" East, 288.43 feet; thence South 09°25'00" East, 72.21'; thence South 43°01'24" East, 46.34 feet; thence South 10°18'08" West, 94.81 feet; thence South 00°54'16" West, 74.50 feet to the aforesaid north right of way line of 21st Street; thence North 88°58'29" West along said north right of way line, 318.55 feet to the Point of Beginning.

PIN: 07-222-24-126-201

Exhibit B

SITE PLAN



4840-7164-8428.12