REGISTER'S OFFICE
SHEBOYGAN COUNTY, WI
Received for Record the 18th
day of April A.D. 1991
at 4:16 o'clock P.M. and
Recorded in Vol. 1167
of Records on page 5/10
Darlene J Nasin
Register

1217671

AGREEMENT

WHEREAS, UNITED SAVINGS AND LOAN ASSOCIATION (hereinafter referred to as UNITED), KENNETH KRAMLICH, CLARENCE L. KRAMLICH, JR., DOUGLAS COLBURN KRAMLICH and CHARLES RICHARD KRAMLICH TRUST (hereinafter referred to as KCDC VENTURE), SCHULTZ SAV-O STORES, INC. (hereinafter referred to as SCHULTZ) and D & S ELECTRONICS, INC (hereinafter referred to as D&S) previously entered into an agreement concerning the use of the parking area in land described as follows:

> Commencing in the South line of Ashland Avenue in the City of Sheboygan, Wisconsin, North eighty-nine (89) degrees fifty-one (51) minutes West three hundred eighty and three tenths (380.3) feet from the intersection of the South line of Ashland Avenue and the West line of 17th Street; running thence South zero (0) degrees forty-five (45) minutes East two hundred ninety (290.0) feet parallel with the West line of 17th Street; thence North eighty-nine (89) degrees fifty-one (51) minutes West four hundred six (406.0) feet; thence North forty-seven (47) degrees twenty-nine (29) minutes West one hundred eighty-one and four tenths (181.4) feet to the Easterly line of U. S. Highway 141; thence North forty-two (42) degrees thirty-one (31) minutes East two hundred twenty-seven and two tenths (227.2) feet along said Easterly line to its intersection with the South line of Ashland Avenue; thence South eighty-nine (89) degrees fifty-one (51) minutes East three hundred eighty-two and three one-hundredths (382.03) feet to the point of beginning; being a part of Lot A, South Sheboygan, all in the City of Sheboygan, Sheboygan County, Wisconsin.

'91 APR 18 P 4:16

That a copy of said agreement, dated JAN. 12TH 1982 and marked "Exhibit A" is attached hereto and made a part hereof by reference; and,

WHEREAS, UNITED desires to amend said agreement by altering the sign area and island described in Paragraph No. 7 of said agreement and shown on the drawing attached hereto and marked "Exhibit B"; and,

001E#6421 0006 TE $14.00
001E#6421 0006 RIB $2.00
001E#6421 0006 CO LRM $2.00

WHEREAS, the parties hereto consent and agree that such alterations may be made.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the sign area and island shall be altered as shown on the drawing attached hereto and marked "Exhibit C."

KK

2. That United be permitted to install and operate a drive-up and ATM location as shown on "Exhibit C."

3. That areas 1, 2 and 3 shown on "Exhibit C" shall be designated as green areas. That United at its own expense shall construct, plant and maintain these areas.

4. That, except as modified herein, the original agreement, dated JANUARY 12, 1982 is ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 28th day of July, 1986.

UNITED SAVINGS AND LOAN ASSOCIATION

By James B. Burke (SEAL)

KCDC VENTURE

By Charles F. Nolan (SEAL)
Charles F. Nolan
Agent and Attorney-in-Fact

SCHULTZ SAV-O STORES, INC.

By James H. Dickelman (SEAL)
James H. Dickelman, President
Chief Operating Officer

D & S ELECTRONICS, INC.
Video-Audio, Inc.

By Donald E. Schlei Pres. (SEAL)
Donald E. Schlei

AUTHENTICATION

Signature of Charles F. Nolan

.....

authenticated this 18th day of April, 1991

Hibberd H. Engler

.....

Hibberd H. Engler
TITLE: MEMBER STATE BAR OF WISCONSIN

AUTHENTICATION

Signature of James B. Burke

.....

James H. Dickelman, President

.....

Donald E. Schlei

.....

authenticated this 18th day of April, 1991

Philipp W. Kalchthaler

.....

Philipp W. Kalchthaler
TITLE: MEMBER STATE BAR OF WISCONSIN

EXHIBIT "A"

AGREEMENT

1. UNITED SAVINGS & LOAN ASSOCIATION as Buyer (hereinafter referred to as "United"), and KENNETH KRAMLICH, CLARENCE L. KRAMLICH, JR., DOUGLAS COLBURN KRAMLICH and CHARLES RICHARD KRAMLICH TRUST, Seller (hereinafter described as KCDC Venture) have entered into an Agreement for the purchase and sale of a parcel of land along the south line and near the southwest corner of the shopping center area located at U. S. Highway 141 and Ashland Avenue in the City of Sheboygan.

2. The parcel to be purchased by United is 100 x 109 feet and described in the survey of Henry M. Nelson, Surveyor, dated November 11, 1981 as follows:

> That part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-Four (34), Township Fifteen (15) North, Range Twenty-Three (23) East, City of Sheboygan, Sheboygan County, Wisconsin, containing 10,899 sq. ft. of land and being described as: Commencing at the Intersection of the south line of Ashland Avenue with the west line of South 17th Street; thence N. 89°-51' W., 380.3 feet; thence S. 00°-45' E., 290.00 feet; thence N. 89°-51' W., 305.20 feet (Recorded as 306 feet) to the point of beginning; thence continuing N. 89°-51' W., 100.00 feet; thence N. 00°-45' W., 109.00 feet; thence S. 89°-51' E., 100.00 feet; thence S. 00°-45' E., 109.00 feet to the point of beginning, being a part of Lot A, South Sheboygan, a subdivision in the City of Sheboygan.

3. That the whole and entire description of the shopping center area is as follows:

> Commencing in the South line of Ashland Avenue in the City of Sheboygan, Wisconsin, North eighty-nine (89) degrees fifty-one (51) minutes West three hundred eighty and three tenths (380.3) feet from the intersection of the South line of Ashland Avenue and the West line of 17th Street; running thence South zero (0) degrees forty-five (45) minutes East two hundred ninety (290.0) feet parallel with the West line of 17th Street; thence North eighty-nine (89) degrees fifty-one (51) minutes West four hundred six (406.0) feet; thence North forty-seven (47) degrees twenty-nine (29) minutes West one hundred eighty-one and four tenths (181.4) feet to the Easterly line of U.S. Highway 141; thence North forty-two (42) degrees thirty-one (31) minutes East two hundred twenty-seven and two tenths (227.2) feet along said Easterly line to its intersection with the South line of Ashland Avenue; thence South eighty-nine (89) degrees fifty-one (51) minutes East three hundred eighty-two and three one hundredths (382.03) feet to the point of beginning; being a part of Lot A, South Sheboygan, all in the City of Sheboygan, Sheboygan County, Wisconsin.

4. That SCHULTZ SAV-O STORES, INC. (hereinafter called "Schultz") and D & S ELECTRONICS, INC. (hereinafter called "D&S") are tenants in the building at the southeast corner of the premises described in paragraph 3 above.

5. IT IS AGREED BY AND BETWEEN Schultz, D&S and KCDC Venture that United (together with Schultz and D&S) shall have full use of the entire parking area and easements for the ingress and egress of the whole premises.

6. IT IS FURTHER AGREED that the common area charges to be determined by Schultz commencing January 4, 1982 shall be paid as follows: 70.25% by Schultz, 10.75% by United and 19% by D&S.

~~1523~~ 3-67

7. Affixed hereto is a detail from the drawing prepared by Glen F. Groth, Architect, showing the southwest corner of the area and the sign location selected by United. United shall have an easement for the location of such sign on an island which United will construct, the land description being described by Henry M. Nelson, Surveyor, as follows:

A part of the NE 1/4 of the NW 1/4 of Section 34, T.15N., R.23E., City of Sheboygan, Wisconsin, described as:

Commencing at the Intersection of the south line of Ashland Avenue with the west line of South 17th Street; thence N. 89°-51' W., 380.3 feet; thence S. 00°-45' E., 290.00 feet; thence N. 89°-51' W., 405.20 feet (Recorded 406 feet); thence N. 00°-45' W., 109.00 feet to the Northwest Corner of Lot 1 of a Certified Survey Map and the point of beginning; thence N. 89°-51'W., 60.0 feet; thence N. 00°'09' E., 26.0 feet; thence S. 45°-09' W., 30.29 feet; thence S. 44°-51'E., 20.61 feet; thence S. 89°-51' E., 67.0 feet; thence N. 00°-45' W., 10.0 feet to the point of beginning, being a part of Lot A, South Sheboygan, a subdivision in the City of Sheboygan.

8. KCDC Venture and United have agreed that no additional structures will be erected or moved to the parking area as contained in the whole description shown at Paragraph 3 above, unless permission in writing is received from Schultz, D&S and United.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 12th day of January, 1982.

UNITED SAVINGS & LOAN ASSOCIATION (SEAL)

By Kenneth A. Leibham
Kenneth A. Leibham, Vice President and Secretary

By James P. Burke
James P. Burke, Vice President

AUTHENTICATION

Signature of Charles F. Nolan authenticated this 12th day of January, 1982.

John E. Bermingham
TITLE: MEMBER STATE BAR OF WISCONSIN

KCDC VENTURE (SEAL)

By Charles F. Nolan
Charles F. Nolan
Agent and Attorney-in-Fact

SCHULTZ SAV-O STORES, INC. (SEAL)

By Jacob A. Stroo
Jacob A. Stroo, Secretary

By Howard C. Dickelman
Howard C. Dickelman, Chairman of the Board

D & S ELECTRONICS, INC. (SEAL)

By Sandra Schlei
Sandra Schlei, Vice President and Secretary

By Donald E. Schlei
Donald E. Schlei President

AUTHENTICATION

All Signatures authenticated this 13th day of January 1982., except that of Charles F. Nolan

Richard J. Gottsacker
TITLE: ~~MEMBER STATE BAR OF WISCONSIN~~
Notary Public, Sheboygan, County, Wi.
My commission expires 8/25/85

THIS INSTRUMENT WAS DRAFTED BY:

Charles F. Nolan, Attorney at Law

RETURN TO:
F. E. ZUMMACH

VOL 912 PAGE 152

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WISCONSIN
Received for Record the 14th day of
Jan. A. D. 1983 at 11:36
o'clock A. M. and Recorded in Vol.
912 of Records on page 150/2
Harold J. Becker Register

VOL 1167 PAGE 9
EXHIBIT B
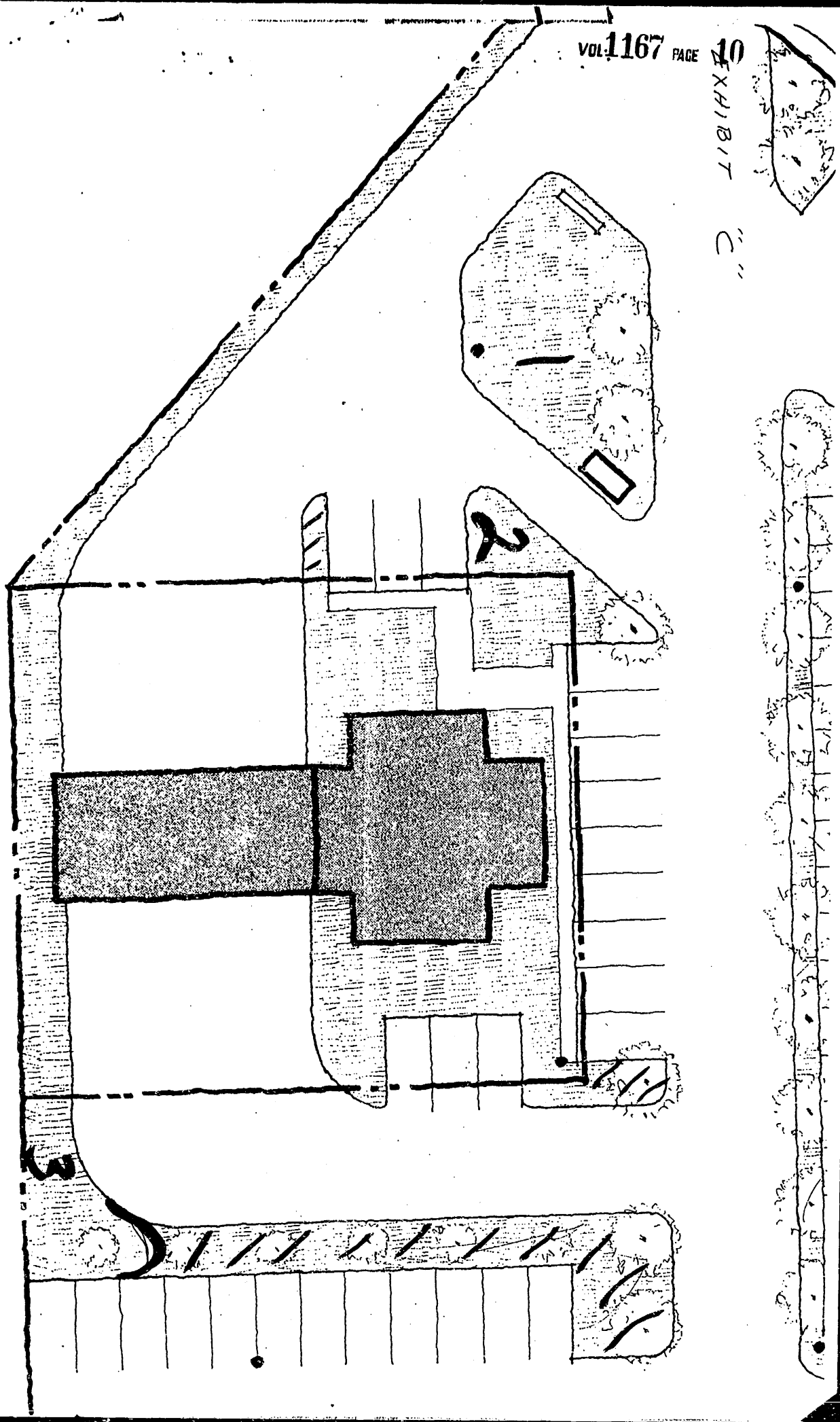
EXHIBIT C