From:	Beggs, Tauren R - DNR
To:	Marek, George J.
Cc:	McKnight, Kevin - DNR; Ashenfelter, Barry J - DNR; Gosz, Lori - MUN
Subject:	RE: City of Brillion: Follow-up on Local Government Unit Liability Exemption [QBLLP-ACTIVE.FID39563612]
Date:	Tuesday, October 9, 2018 10:06:00 AM

Hi George,

Thanks for the additional information and documentation. I have what I need now.

Regards,

We are committed to service excellence.
Visit our survey at http://dnr.wi.gov/customersurvey to evaluate how I did.

Tauren R. Beggs
Phone: (920) 662-5178
Tauren.Beggs@wisconsin.gov

From: Marek, George J. <George.Marek@quarles.com>
Sent: Monday, October 8, 2018 6:14 PM
To: Beggs, Tauren R - DNR <Tauren.Beggs@wisconsin.gov>
Cc: McKnight, Kevin - DNR <Kevin.McKnight@wisconsin.gov>; Ashenfelter, Barry J - DNR <Barry.Ashenfelter@wisconsin.gov>; Gosz, Lori - MUN <admin@ci.brillion.wi.us>
Subject: RE: City of Brillion: Follow-up on Local Government Unit Liability Exemption [QBLLP-ACTIVE.FID39563612]

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Hello, Tauren: Thanks for your message. Yes, the transaction closed on September 28, 2018. Attached please find a copy of the Title policy, which identifies the City of Brillion as owner of the property.

Do you need any other documentation?

Best regards,

George

From: Beggs, Tauren R - DNR [mailto:Tauren.Beggs@wisconsin.gov]
Sent: Monday, October 8, 2018 10:53 AM
To: Marek, George J. (MKE x1537) <George.Marek@quarles.com>
Cc: McKnight, Kevin - DNR <Kevin.McKnight@wisconsin.gov>; Ashenfelter, Barry J - DNR <Barry.Ashenfelter@wisconsin.gov>
Subject: RE: City of Brillion: Follow-up on Local Government Unit Liability Exemption [QBLLP-ACTIVE.FID39563612]

Hi George,

I just wanted to confirm the acquisition of the Brillion Iron Works property that I believe happened on September 28, 2018. Could you provide evidence of title that the City acquired the property? Then I can get everything finalized in the DNR's BRRTS database, so it shows in our system that the LGU exemption is in effect for the property.

Thanks,

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Tauren R. Beggs
Phone: (920) 662-5178
Tauren.Beggs@wisconsin.gov

From: Ashenfelter, Barry J - DNR
Sent: Thursday, September 27, 2018 2:44 PM
To: Marek, George J. <George.Marek@quarles.com>
Cc: Beggs, Tauren R - DNR <Tauren.Beggs@wisconsin.gov>; McKnight, Kevin - DNR <Kevin.McKnight@wisconsin.gov>
Subject: FW: City of Brillion: Follow-up on Local Government Unit Liability Exemption [QBLLP-ACTIVE.FID39563612]

George –

This looks great. Nice work.

Just let us know when title transfers and Tauren will upload these documents to the recently created BRRTS case file for the property. He will also enter action code 611 to that case file, which signifies the LGU environmental liability exemption is in effect. The BRRTS case number is 02-08-581658.

Just fyi, all DNR/RR case files for the property can be viewed by clicking here.

Best wishes to you and the City with this project moving forward.

Barry

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Barry Ashenfelter
Phone: 608-267-3120
barry.ashenfelter@wisconsin.gov

From: Marek, George J. <George.Marek@quarles.com>
Sent: Thursday, September 27, 2018 2:17 PM
To: Ashenfelter, Barry J - DNR <Barry.Ashenfelter@wisconsin.gov>
Cc: Gosz, Lori - MUN <admin@ci.brillion.wi.us>
Subject: City of Brillion: Follow-up on Local Government Unit Liability Exemption [QBLLP-ACTIVE.FID39563612]

Good afternoon, Barry: As we discussed, the City of Brillion has passed the two resolutions that were previously provided to the DNR in draft form, and which are referenced in the attached September 10, 2018 LGU Liability Exemption clarification letter (the "Clarification Letter").

I have attached the resolutions: (1) Resolution No. RE18-16, "Resolution Approving the Project Plan and Establishing the Boundaries for and the Creation of Tax Incremental District No. 5, City of Brillion, Wisconsin," approved September 24, 2018 and (2) Resolution No. RE18-17, "Resolution Approving the Acquisition of the Property Within the Boundaries of Tax Incremental District No. 5, City of Brillion, Wisconsin," approved September 26, 2018.

Please confirm that these resolutions are appropriate and sufficient, and that as previously set forth in the Clarification Letter, the City qualifies for the LGU liability exemption when it acquires the property. That acquisition is scheduled for tomorrow.

Thank you in advance. Please contact me with any questions.

Best regards,

George Marek

George Marek / Partner
George.Marek@quarles.com / LinkedIn BIO vCard
Quarles & Brady LLP
411 East Wisconsin Avenue, Suite 2400 / Milwaukee, WI 53202-4426
Office 414-277-5537 / Cell 414-861-3185 / quarles.com
Assistant Lorrie Kimball 414-277-5508

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From:	Marek, George J.
To:	Beggs, Tauren R - DNR
Cc:	McKnight, Kevin - DNR; Ashenfelter, Barry J - DNR; Gosz, Lori - MUN
Subject:	RE: City of Brillion: Follow-up on Local Government Unit Liability Exemption [QBLLP-ACTIVE.FID39563612]
Date:	Monday, October 8, 2018 6:14:44 PM
Attachments:	ALTA Ext Owner Policy (2006)-N.pdf

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Barry

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barry.ashenfelter@wisconsin.gov

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Thank you in advance. Please contact me with any questions.

Best regards,

George Marek

George Marek / Partner
George.Marek@quarles.com / LinkedIn BIO vCard
Quarles & Brady LLP
411 East Wisconsin Avenue, Suite 2400 / Milwaukee, WI 53202-4426
Office 414-277-5537 / Cell 414-861-3185 / quarles.com
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OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
(d) "Insured": The Insured named in Schedule A.
   (i) The term "Insured" also includes
      (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
      (C) successors to an Insured by its conversion to another kind of Entity;
      (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
         (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
         (2) if the grantee wholly owns the named Insured,
         (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
         (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
   (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
(e) "Insured Claimant": An Insured claiming loss or damage.
(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
(j) "Title": The estate or interest described in Schedule A.
(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
(b) The Company shall have the right, in addition to the options contained in

Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

POLICY OF TITLE INSURANCE

FIRST AMERICAN

SCHEDULE A

First American Title Insurance Company

Name and Address of the issuing Title Insurance Company:
First American Title Insurance Company
833 East Michigan St., Suite 550
Milwaukee, WI 53202

File No.: **NCS-889363-MKE** Policy No.: **NCS-889363-MKE-OP**

Address Reference: 200 Park Ave., Along N. Francis St., Along Park Ave., 235 E. Ryan St., Along Hwy 10, Brillion, WI
Amount of Insurance: $1,300,000.00
Date of Policy: October 02, 2018 at 8:02 A.M.

1. Name of Insured:

   City of Brillion, a municipal corporation

2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple

3. Title is vested in:

   City of Brillion, a municipal corporation

4. The Land referred to in this policy is described as follows:

   PARCEL 1:

   ALL OF OUTLOTS THIRTY-FIVE (35), THIRTY-SIX (36), THIRTY-SEVEN (37), THIRTY-EIGHT (38), THIRTY-NINE (39), FORTY (40) AND FORTY-ONE (41), IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, RANGE TWENTY (20) EAST, IN THE CITY OF BRILLION, CALUMET COUNTY, WISCONSIN, ACCORDING TO THE ASSESSOR'S PLAT MADE BY H.A. HALL AND APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF BRILLION, OCTOBER 22, 1934 AND FILED IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALUMET COUNTY, WISCONSIN, OCTOBER 30, 1934, VOLUME 4 OF PLATS ON PAGE 19.

   PART OF TAX KEY NO. 206-0018-00L3300-000-0-202025-00-220C
   PART OF LOCATION ID NO. 15052 (ASSESSED UNDER LOCATION ID NO. 15415)

   PARCEL 2:

   ALL OF THAT PART OF OUTLOT THIRTY-FOUR (34), IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, RANGE TWENTY (20) EAST, IN THE CITY OF BRILLION, CALUMET COUNTY, WISCONSIN, ACCORDING TO THE ASSESSOR'S PLAT MADE BY H.A. HALL AND APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF BRILLION, OCTOBER 22, 1934 AND IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALUMET COUNTY, WISCONSIN, OCTOBER 30, 1934 IN VOLUME 4 OF PLATS, PAGE 19 AND BOUNDED AND DESCRIBED AS FOLLOWS:

   COMMENCING AT THE SOUTHWEST CORNER OF OUTLOT 36 IN THE NORTHWEST 1/4 OF THE

NORTHWEST 1/4 OF SECTION TWENTY-FIVE (25), ACCORDING TO SAID ASSESSOR'S PLAT; RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID OUTLOT 36, 411.5 FEET TO THE WEST LINE OF THE CHICAGO AND NORTHWESTERN INDUSTRIAL TRACT; THENCE SOUTHWESTERLY ALONG SAID WEST LINE TO THE NORTHEAST CORNER OF OUTLOT 41 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25 ACCORDING TO SAID ASSESSOR'S PLAT; THENCE WEST ALONG THE NORTH LINE OF SAID OUTLOT 41, 431 FEET TO THE EAST LINE OF NORTH FRANCIS STREET; THENCE NORTH ALONG THE EAST LINE OF NORTH FRANCIS STREET, 25 FEET TO THE PLACE OF BEGINNING.

PART TAX KEY NO. 206-0018-00L3300-000-0-202025-00-220C
PART OF LOCATION ID NO. 15052 (ASSESSED UNDER LOCATION ID NO. 15415)

PARCEL 3:

ALL OF LOTS TWELVE (12), THIRTEEN (13), FOURTEEN (14) AND FIFTEEN (15), BLOCK TWO (2), DANIEL RYAN'S ADDITION TO THE VILLAGE OF BRILLION, NOW IN THE CITY OF BRILLION, CALUMET COUNTY, WISCONSIN, TOGETHER WITH THAT PART OF VACATED PARK AVENUE LYING SOUTH AND ADJACENT TO ABOVE LOTS AS SET OUT IN FINAL RESOLUTION CONTAINED IN DOCUMENT NO. 407035.

TAX KEY NO. 206-0040-020120A-000-0-202025-00-2200
LOCATION ID NO. 15415

PARCEL 4:

ALL OF LOTS SEVEN (7) AND EIGHT (8), BLOCK ONE (1), ACCORDING TO THE RECORDED PLAT OF DANIEL RYAN'S SECOND ADDITION TO THE VILLAGE OF BRILLION, NOW CITY OF BRILLION, CALUMET COUNTY, WISCONSIN.

PART TAX KEY NO. 206-0040-020090A-000-0-202025-00-2200
PART OF LOCATION ID NO. 15414

PARCEL 5:

LOT TEN (10), EXCEPT THE WEST 11 FEET THEREOF, ALL OF LOT ELEVEN (11) AND LOT TWELVE (12), EXCEPT THE WEST 20 FEET OF THE SOUTH 66 FEET THEREOF, ALL IN BLOCK ONE (1), ACCORDING TO THE RECORDED PLAT OF DANIEL RYAN'S ADDITION TO THE VILLAGE OF BRILLION, NOW CITY OF BRILLION, CALUMET COUNTY, WISCONSIN, TOGETHER WITH THAT PART OF VACATED PARK AVENUE LYING NORTH AND ADJACENT TO ABOVE LOTS AS SET OUT IN FINAL RESOLUTION CONTAINED IN DOCUMENT NO. 407035.

TAX KEY NO: 206-0040-010100A-000-0-202025-00-2200
LOCATION ID NO. 15404

PARCEL 6:

LOTS TWELVE (12), AND THIRTEEN (13) IN BLOCK ONE (1), ACCORDING TO THE RECORDED PLAT OF GEO M. BEACH'S FIRST ADDITION TO THE VILLAGE OF BRILLION, NOW IN THE CITY OF BRILLION, CALUMET COUNTY, WISCONSIN.

TAX KEY NO.: 206-0086-010120A-000-0-202025-00-2300
LOCATION ID NO. 15447 (ASSESSED UNDER LOCATION ID NO. 15404)

PARCEL 7:

ALL THAT PART OF OUTLOT THIRTY-ONE (31), IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, RANGE TWENTY (20)

EAST, IN THE CITY OF BRILLION, CALUMET COUNTY, WISCONSIN, ACCORDING TO THE ASSESSOR'S PLAT MADE BY H.A. HALL AND APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF BRILLION, OCTOBER 22, 1934 AND FILED IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALUMET COUNTY, WISCONSIN OCTOBER 30, 1934 IN VOLUME 4 OF PLATS, PAGE 19, LYING EAST OF THE EAST LINE OF NORTH FRANCIS STREET, SOUTH OF THE SOUTH LINE OF BLOCK 1, DANIEL RYAN'S ADDITION TO THE VILLAGE OF BRILLION, WEST OF THE CENTER LINE OF SPRING CREEK, AND NORTH OF THE NORTH LINE OF BLOCK 1, IN GEO M. BEACH'S FIRST ADDITION TO THE VILLAGE OF BRILLION.

PART OF TAX KEY NO. 206-0018-00L3100-000-0-202025-00-230B
PART OF LOCATION ID NO. 15095 (ASSESSED UNDER LOCATION ID NO. 15404)

PARCEL 8:

ALL THAT PART OF OUTLOT THIRTY-FOUR (34), IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, RANGE TWENTY (20) EAST, IN THE CITY OF BRILLION, CALUMET COUNTY, WISCONSIN, ACCORDING TO THE ASSESSOR'S PLAT MADE BY H.A. HALL AND APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF BRILLION, OCTOBER 22, 1934 AND FILED IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALUMET COUNTY, WISCONSIN, OCTOBER 30, 1931, IN VOLUME 4 OF PLATS, PAGE 19, TOGETHER WITH PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, IN THE CITY OF BRILLION, CALUMET COUNTY, WISCONSIN, ALL BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF PARK AVENUE IN THE CITY OF BRILLION, AND THE EAST RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERLY RAILWAY, SAID POINT BEING 1,085.2 FEET EAST OF THE INTERSECTION OF THE NORTH LINE OF PARK AVENUE WITH THE CENTER LINE OF MAIN STREET, IN THE CITY OF BRILLION; THENCE EASTERLY ALONG THE NORTH LINE OF PARK AVENUE, 252.8 FEET TO THE NORTH AND SOUTH 16TH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH ALONG SAID 16TH LINE 238.1 FEET TO A POINT; THENCE NORTH 88°43' EAST, 510 FEET; THENCE NORTH 00°22' WEST, 635.5 FEET; THENCE NORTH 89°8' WEST, 34.53 FEET TO A POINT SOUTH 01°52' EAST, 694.2 FEET FROM A POINT IN THE CENTER LINE OF U.S. HIGHWAY 10, 451.92 FEET EAST OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE NORTH 89°8' WEST, 672.24 FEET TO EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERLY RAILWAY; THENCE SOUTHERLY 423.13 FEET ALONG THE SAID EASTERLY RIGHT OF WAY TO THE POINT OF BEGINNING; EXCEPTING THEREFROM A PARCEL OF LAND DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, T20N, R20E, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25; AND RUNNING THENCE NORTH 88°43' EAST, A DISTANCE OF 410 FEET TO THE PLACE OF BEGINNING OF THAT PARCEL OF LAND HEREIN INTENDED TO BE EXCEPTED FROM THIS PLACE OF BEGINNING; RUNNING THENCE NORTH 00°22' WEST, 50 FEET TO AN IRON PIPE; THENCE SOUTH 89°34' EAST, 100 FEET TO AN IRON PIPE; THENCE SOUTH 00°22' EAST, 47.33 FEET TO AN IRON PIPE IN THE SOUTH LINE OF ABOVE MENTIONED DESCRIPTION; THENCE SOUTH 88°43' WEST 100 FEET TO THE PLACE OF BEGINNING.

AND, ALSO THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, T20N, R20E, IN THE CITY OF BRILLION, CALUMET COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; RUNNING THENCE SOUTH ALONG THE EAST BOUNDARY LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, A DISTANCE OF 694.2 FEET; SAID

PLACE TO BE THE POINT OF REAL BEGINNING; THENCE WESTERLY 833.47 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LANDS FIRST ABOVE DESCRIBED; THENCE SOUTH 635.5 FEET; THENCE NORTH 88°43' EAST, 833.47 FEET; MORE OR LESS TO THE EAST BOUNDARY LINE OF ALONG NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25; THENCE NORTH ALONG SAID EAST BOUNDARY LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25 TO THE POINT OF REAL BEGINNING.

EXCEPTING THEREFROM THE EAST 300 FEET. TOGETHER WITH AND INCLUDING THAT PART OF VACATED PARK AVENUE LYING SOUTH AND ADJACENT TO SAID ABOVE PREMISES AND THAT PART OF VACATED NORTH PARKWAY DRIVE LYING WEST AND ADJACENT TO SAID PREMISES AS SET OUT IN FINAL RESOLUTION CONTAINED IN DOCUMENT NO. 407035.

TAX KEY NO. 206-0018-00L3400-000-0-202025-00-220A
LOCATION ID NO. 15047

PARCEL 9:

ALL OF OUTLOT ONE (1), IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, RANGE TWENTY (20) EAST, IN THE CITY OF BRILLION, CALUMET COUNTY, WISCONSIN, ACCORDING TO THE ASSESSOR'S PLAT MADE BY H.A. HALL AND APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF BRILLION, OCTOBER 22, 1934 AND FILED IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALUMET COUNTY, WISCONSIN, OCTOBER 30, 1934 IN VOLUME 4 PLATS, PAGE 19, EXCEPTING THEREFROM THE NORTH 25 FEET AND FURTHER EXCEPTING THEREFROM THAT PORTION LYING EAST OF A LINE 60 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH 1/16 LINE OF SAID 1/4 SECTION.

AND ALSO, ALL OF OUTLOT 11, IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, RANGE TWENTY (20) EAST, IN THE CITY OF BRILLION, CALUMET COUNTY, WISCONSIN, ACCORDING TO THE ASSESSOR'S PLAT MADE BY H.A. HALL AND APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF BRILLION, OCTOBER 22, 1934 AND FILED IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALUMET COUNTY, WISCONSIN, OCTOBER 30, 1934 IN VOLUME 4 OF PLATS, PAGE 19, EXCEPTING THEREFROM THAT PORTION LYING EAST OF A LINE 60 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH 1/16 LINE OF SAID 1/4 SECTION.

AND EXCEPTING ALL THAT PART OF SAID OUTLOT 11 BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF PARK AVENUE AND THE WEST LINE OF NORTH PARKWAY DRIVE, AS ORIGINALLY LAID OUT (SAID WEST LINE BEING 60 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH 1/16 LINE OF SAID NORTHWEST 1/4); THENCE SOUTH ALONG THE WEST LINE OF NORTH PARKWAY DRIVE, 714.71 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY ALONG THE EXTENDED SOUTH LINE OF CALUMET STREET, 120 FEET; THENCE SOUTHERLY ALONG A LINE 120 FEET FROM AND PARALLEL WITH SAID NORTH PARKWAY DRIVE, 229.54 FEET TO THE NORTHERLY LINE OF CHICAGO AND NORTHWESTERN RAILWAY SPUR LINE RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF THE SAID CHICAGO AND NORTHWESTERLY RAILWAY SPUR LINE, CHORD DISTANCE 153 FEET, TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHERLY RAILWAY AND THE WEST LINE OF SAID NORTH PARKWAY DRIVE; THENCE NORTH ALONG THE WEST LINE OF SAID NORTH PARKWAY DRIVE, 323.45 FEET TO THE POINT OF BEGINNING, TOGETHER WITH THAT PART OF VACATED PARK AVENUE LYING NORTH AND ADJACENT TO SAID PREMISES AND THAT PART OF VACATED NORTH PARKWAY DRIVE LYING EAST AND ADJACENT TO SAID PREMISES AS SET OUT IN FINAL RESOLUTION CONTAINED IN DOCUMENT NO. 407035.

TAX KEY NO. 206-0018-00L0100-000-0-202025-00-220B

LOCATION ID NO. 15009

AND

PART OF TAX KEY NO. 206-0018-00L3100-000-0-202025-00-230B
PART OF LOCATION ID NO. 15095
(BOTH ASSESSED UNDER LOCATION ID NO. 15404)

PARCEL 10:

LOT TEN (10) BLOCK TWO (2), ACCORDING TO THE RECORDED PLAT OF DANIEL RYAN'S ADDITION TO THE VILLAGE OF BRILLION, NOW IN THE CITY OF BRILLION, CALUMET COUNTY, WISCONSIN.

PART OF TAX KEY NO. 206-0040-020090A-000-0-202025-00-2200
PART OF LOCATION ID NO. 15414

PARCEL 11:

ALL OF OUTLOT THIRTY-THREE (33) IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, RANGE TWENTY (20) EAST, IN THE CITY OF BRILLION, CALUMET COUNTY, WISCONSIN, ACCORDING TO THE ASSESSOR'S MAP OF SAID CITY, EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT A POINT IN THE NORTH LINE OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, RANGE TWENTY (20) EAST, 683.2 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION WHICH POINT IS THE INTERSECTION OF THE CENTERLINE OF RYAN STREET AND THE EAST LINE OF FRANCIS STREET (FORMERLY EGAN STREET); THENCE SOUTH ON THE EAST LINE OF FRANCIS STREET 150 FEET TO A POINT WHICH IS THE POINT OF BEGINNING; THENCE EAST ON A LINE PARALLEL TO SAID NORTH SECTION LINE; 175.8 FEET TO A POINT; THENCE SOUTH ON A LINE PARALLEL TO THE EAST LINE OF FRANCES STREET 62.5 FEET TO A POINT; THENCE WEST ON A LINE PARALLEL TO SAID NORTH SECTION LINE TO THE EAST LINE OF FRANCIS STREET; THENCE NORTH ALONG THE EAST LINE OF FRANCIS STREET TO THE POINT OF BEGINNING.

AND ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT A POINT IN THE NORTH LINE OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, RANGE TWENTY (20) EAST, 683.2 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION WHICH POINT IS THE INTERSECTION OF THE CENTERLINE OF RYAN STREET AND THE EAST LINE OF FRANCIS STREET (FORMERLY EGAN STREET); THENCE SOUTH ON THE EAST LINE OF FRANCIS STREET 33.00 FEET TO A POINT WHICH IS THE POINT OF BEGINNING; THENCE EAST ON A LINE PARALLEL TO SAID NORTH SECTION LINE 75.8 FEET TO A POINT; THENCE SOUTH ON A LINE PARALLEL TO THE EAST LINE OF FRANCIS STREET 117 FEET TO A POINT; THENCE WEST ON A LINE PARALLEL TO SAID NORTH SECTION LINE TO THE EAST LINE OF FRANCIS STREET; THENCE NORTH ALONG THE EAST LINE OF FRANCIS STREET TO THE POINT OF BEGINNING.

PART OF TAX KEY NO. 206-0018-00L3300-000-0-202025-00-220C
PART OF LOCATION ID NO. 15052 (ASSESSED UNDER LOCATION ID NO. 15415)

PARCEL 12:

A PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, RANGE TWENTY (20) EAST, CITY OF BRILLION, CALUMET COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, RANGE TWENTY (20) EAST; THENCE SOUTH 89°48'30" WEST, 472.48 FEET; THENCE SOUTH 00°25'10" WEST, 605.17 FEET; THENCE SOUTH 89°48'30" WEST 100 FEET; THENCE SOUTH 00°25'10" WEST, 463.56 FEET; THENCE SOUTH 77°22'20" EAST, 597.55 FEET; THENCE NORTH 00°8'00" WEST, 1201.25 FEET TO THE POINT OF COMMENCEMENT, EXCEPT THAT PORTION LYING, WITHIN THE LIMITS OF CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY, LESS AND EXCEPTING CERTIFIED SURVEY MAP NO. 3030.

PART OF TAX KEY NO. 206-0000-0000000-000-0-202025-00-240A
PART OF LOCATION ID NO. 15275

PARCEL 13:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, RANGE TWENTY (20) EAST, IN THE CITY OF BRILLION, CALUMET COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 25; THENCE SOUTH 00°8'00" EAST, 1309.97 FEET; THENCE SOUTH 89°48'30" WEST, 472.48 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'30" WEST, 100.00 FEET; THENCE SOUTH 00°25'10" WEST, 605.17 FEET; THENCE NORTH 89°48' 30" EAST, 100.00 FEET; THENCE NORTH 00°25'10" EAST, 605.17 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPTING CERTIFIED SURVEY MAP NO. 3030.

PART OF TAX KEY NO. 206-0000-0000000-000-0-202025-00-240A
PART OF LOCATION ID NO. 15275

PARCEL 14:

LOT NINE (9), BLOCK TWO (2), ACCORDING TO THE RECORDED PLAT OF DANIEL RYAN'S ADDITION TO THE VILLAGE OF (NOW CITY) OF BRILLION, CALUMET COUNTY, WISCONSIN.

PART OF TAX KEY NO. 206-0040-020090A-000-0-202025-00-2200
PART OF LOCATION ID NO. 15414

PARCEL 15:

LOT SEVEN (7), BLOCK THREE (3), ACCORDING TO THE RECORDED PLAT OF DANIEL RYAN'S SECOND ADDITION TO THE VILLAGE (NOW CITY) OF BRILLION, CALUMET COUNTY, WISCONSIN.

AND

LOT SEVEN (7), BLOCK TWO (2), ACCORDING TO THE RECORDED PLAT OF DANIEL RYAN'S SECOND ADDITION TO THE VILLAGE (NOW CITY) OF BRILLION, CALUMET COUNTY, WISCONSIN.

TAX KEY NO. 206-0041-030070A-000-0-202025-00-2200
LOCATION ID NO. 15433

PARCEL 16:

LOT ONE (1), CERTIFIED SURVEY MAP NO. 3030 FILED IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALUMET COUNTY, WISCONSIN ON OCTOBER 17, 2007, IN VOLUME 25 ON PAGE 122, AS DOCUMENT NO. 422427, BEING PART OF THE SOUTHEAST 1/4 - NORTHWEST 1/4, SOUTHWEST 1/4 - NORTHEAST 1/4, NORTHEAST 1/4 - SOUTHEAST 1/4 AND NORTHWEST 1/4 - SOUTHEAST 1/4, ALL IN SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH,

RANGE TWENTY (20) EAST, CITY OF BRILLION, CALUMET COUNTY, WISCONSIN.

TAX KEY NO. 206-0000-0000000-000-0-202025-00-410D
LOCATION ID NO. 30646

PARCEL 17:

A STRIP OF LAND 33 FEET IN WIDTH EXTENDED OVER AND ACROSS PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, T20N, R20E, SAID STRIP OF LAND BEING 16.5 FEET IN WIDTH ON EACH SIDE OF THE CENTER LINE OF A SPUR TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, LEADING TO THE ORASBY LIME COMPANY, AS SIDE SPUR TRACT CENTER LINE WAS ORIGINALLY LOCATED AND ESTABLISHED, LYING NORTHEASTERLY OF A LINE PARALLEL WITH AND DISTANCE 50 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID ORIGINAL MAIN TRACT CENTER LINE AND LYING SOUTHERLY OF A LINE DRAWN AT RIGHT ANGLES TO SAID (ORIGINAL) SPUR TRACT CENTER LINE AT A POINT THEREON DISTANCE 676.5 FEET SOUTHERLY FROM ITS INTERSECTION WITH THE SOUTH LINE OF RYAN STREET.

TAX KEY NO. 206-0000-0000000-000-0202025-15-450D
LOCATION ID NO. 15310(ASSESSED WITH LOCATION ID NO. 15404)

AND

TAX KEY NO. 206-0000-0000000-000-0-202025-15-450G
LOCATION ID NO. 15313 (ASSESSED WITH LOCATION ID NO. 15415)

PARCEL 18:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, RANGE TWENTY (20) EAST, SAID POINT BEING IN THE CENTERLINE OF RYAN AVENUE (U.S. HWY. 10); RUNNING THENCE EAST 451.92 FEET ALONG SAID CENTERLINE; THENCE 51°52'E, 694.2 FEET; THENCE N89°8'W, 672.24 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF THE C. & N. W. RAILROAD; THENCE NORTHERLY 405 FEET MORE OR LESS ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT 283.29 FEET SOUTH OF THE CENTERLINE OF RYAN AVENUE (U.S. HWY. 10) THENCE S88°6'W, 273.7 FEET; THENCE N0°1'E, 142.3 FEET; THENCE N88°48'W, 10 FEET; THENCE N0°281E, 150 FEET TO A POINT IN THE CENTERLINE OF RYAN AVE. (U.S. HWY. 10); THENCE EAST 489.46 FEET ALONG THE CENTER-LINE OF RYAN AVE. (U.S. HWY. 10) TO THE POINT OF BEGINNING, EXCEPTING THEREFROM ALL THAT PORTION OF THE C. N. W. PROPERTY LYING WITHIN SAID DESCRIBED TRACT, AND ALSO BEING SUBJECT TO, FOR HIGHWAY PURPOSES, THAT PORTION OF LAND WHICH LIES WITHIN THE RIGHT-OF-WAY LINES OF U.S. HWY. 10, BEING A PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 20 EAST.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, OF RANGE TWENTY (20) EAST, CALUMET COUNTY AND STATE OF WISCONSIN, SAID POINT BEING IN THE CENTERLINE OF RYAN AVENUE (U S HIGHWAY 10), RUNNING THENCE EAST 451.92 FEET ALONG SAID CENTERLINE, SAID PLACE TO BE THE POINT OF REAL BEGINNING; THENCE S1°52'E, 694.2 FEET; THENCE DUE EAST PARALLEL WITH THE CENTERLINE OF U.S. HIGHWAY 10, 868 FEET, MORE OR LESS, TO THE EAST BOUNDARY LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, OF RANGE TWENTY (20) EAST, TOWN OF BRILLION, CALUMET COUNTY, STATE OF WISCONSIN; THENCE NORTH ALONG SAID QUARTER SECTION LINE 487.2 FEET, MORE OR LESS, TO PROPERTY PREVIOUSLY CONVEYED TO THE BRILLION IRON WORKS, INC. (A CORPORATION); THENCE

WEST 294 FEET; THENCE NORTH 207 FEET; THENCE WEST ALONG THE CENTERLINE OF U S HIGHWAY 10 TO THE POINT OF REAL BEGINNING.

ALSO:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, OF RANGE TWENTY (20) EAST, EXCEPTING THEREFROM ANY LANDS HERETOFORE CONVEYED FOR HIGHWAY PURPOSES.

ALSO EXCEPTING THE FOLLOWING PARCEL OF LAND:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, OF RANGE TWENTY (20) EAST, SAID POINT BEING 3.2 FEET SOUTH OF THE CENTERLINE OF U.S. HIGHWAY 10, RUNNING THENCE N87°6'E, 125.86 FEET ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE S0°25'W, 136.86 FEET; THENCE S56°37'W, 103.55 FEET; THENCE S38°5'W, 18.71 FEET; THENCE S87°21'W, 18.84 FEET TO A POINT IN THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25, SAID POINT BEING 203.28 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF NORTHEAST 1/4; THENCE N2°14'W, 203.28 FEET ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25 TO THE POINT OF BEGINNING; SAID TRACT EXCEPTED BEING IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 NORTH, OF RANGE 20 EAST.

ALSO:

THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, OF RANGE TWENTY (20) EAST, EXCEPTING THAT PORTION HERETOFORE CONVEYED TO THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY FOR RAILROAD PURPOSES; ALSO ALL THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, OF RANGE TWENTY (20) EAST LYING NORTH OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY. IN CALUMET COUNTY, WISCONSIN.

AND

A STRIP OF LAND 33 FEET IN WIDTH EXTENDING OVER AND ACROSS PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, OF RANGE TWENTY (20) EAST OF THE FOURTH PRINCIPAL MERIDIAN, SAID STRIP OF LAND BEING 16.5 FEET IN WIDTH ON EACH SIDE OF THE CENTER LINE OF A SPUR TRACK OF THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, LEADING TO THE ORASBY LIME COMPANY, AS SAID SPUR TRACK CENTER LINE WAS ORIGINALLY LOCATED AND ESTABLISHED, AND SAID STRIP OF LAND LYING BETWEEN THE SOUTH LINE OF RYAN STREET AND A LINE DRAWN AT RIGHT ANGLES TO SAID CENTER LINE AT A POINT THEREON DISTANT 676.5 FEET SOUTHERLY FROM ITS INTERSECTION WITH SAID SOUTH LINE OF RYAN STREET.

LESS AND EXCEPTING FROM ALL THE ABOVE PREMISES LANDS CONVEYED BY DEEDS RECORDED IN VOLUME 61, PAGE 177; VOLUME 61, PAGE 134; VOLUME 81, PAGE 35 AND IN JACKET 3662, IMAGE 4.

THE ABOVE DESCRIPTION TAKEN AS WHOLE IS NOW DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, OF RANGE TWENTY (20) EAST, TOWN OF BRILLION, NOW IN THE CITY

OF BRILLION, CALUMET COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 25; THENCE S89°33'00"W, 294.00 FEET ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE S00°27'07"E, 60.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF U.S.H. "10", THE POINT OF BEGINNING; THENCE S89°33'00"W, 595.82 FEET ALONG SAID SOUTH LINE; THENCE N02°19'00"W, 27.01 FEET ALONG SAID SOUTH LINE; THENCE S89°33'00"W, 942.72 FEET ALONG SAID SOUTH LINE; THENCE S00°01'00"W, 117.00 FEET ALONG THE WEST LINE OF LANDS DESCRIBED IN VOLUME 94 PAGE 636 CALUMET COUNTY REGISTRY; THENCE S89°34'23"E, 10.00 FEET; THENCE S00°26'00"E, 142.51 FEET; THENCE N87°39'00"E, 214.28 FEET; THENCE S10°22'13"E, 201.63 FEET ALONG THE WEST LINE OF THE FORMER CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY; THENCE 202.70 FEET ALONG SAID WEST LINE ALONG THE ARC OF A 833.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A LONG CHORD WHICH BEARS S00°54'03"W, 202.20 FEET; THENCE S07°21'19"W, 14.18 FEET ALONG SAID WEST LINE; THENCE S82°38'41"E, 33.00 FEET TO THE EAST LINE OF THE FORMER CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY; THENCE N07°21'19"E, 14.18 FEET ALONG SAID EAST LINE; THENCE 7.13 FEET ALONG SAID EAST LINE ALONG THE ARC OF A 866.00 FOOT RADIUS CURVE TO THE LEFT HAVING A LONG CHORD WHICH BEARS N07°35'33"E, 7.13 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN VOLUME 94, PAGE 636; THENCE S89°35'00"E, 677.51 FEET ALONG SAID SOUTH LINE; THENCE N89°33'00"E, 869.18 FEET ALONG SAID SOUTH LINE TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE S00°27'07"E, 1817.41 FEET ALONG SAID EAST LINE AND THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25 TO THE NORTHERLY LINE OF THE ABANDONED C. & N.W. RAILROAD RIGHT OF WAY; THENCE S77°41'37"E, 1373.30 FEET ALONG SAID NORTHERLY LINE; THENCE N00°34'03"W, 197.10 FEET ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE N00°21'07"W, 1745.43 FEET ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25 TO THE SOUTH LINE OF LANDS DESCRIBED IN JACKET 3662 IMAGE 04; THENCE S89°00'22"W, 1242.42 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID DESCRIBED LANDS; THENCE N00°27'09"W, 534.96 FEET ALONG SAID WEST LINE; THENCE N89°32'51"E, 26.19 FEET ALONG SAID WEST LINE; THENCE N00°27'09"W, 316.86 FEET ALONG SAID WEST LINE TO THE SOUTH RIGHT OF WAY LINE OF U.S.H. "10"; THENCE S88°03'13"W, 1.62 FEET ALONG SAID SOUTH LINE; THENCE S02°22'13"W, 103.80 FEET; THENCE S58°34'13"W, 103.55 FEET; THENCE S40°02'13"W, 18.71 FEET; THENCE S89°18'13"W, 18.19 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE S00°27'07"E, 3.79 FEET ALONG SAID WEST LINE; THENCE S89°33'00"W, 294.00 FEET; THENCE N00°27'07"W, 147.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ALL OF CERTIFIED SURVEY MAP NOS. 2483 AND 3030 AND FURTHER LESS AND EXCEPTING PREMISES CONVEYED BY DOCUMENT NO. 359944 AND IN JACKET 4996, IMAGE 6, AS DOCUMENT NO. 301110.

TAX KEY NO. 206-0018-00L3100-000-0-202025-00-220A
LOCATION ID NO. 15044

AND

TAX KEY NO. 206-0000-0000000-000-0-202025-00-210A
LOCATION ID NO. 23075 (ASSESSED UNDER LOCATION ID NO. 15044)

AND TAX KEY NO. 206-0000-0000000-000-0-202025-00-210B
LOCATION ID NO. 23077 (ASSESSED UNDER LOCATION ID NO. 15044)

AND

TAX KEY NO. 206-0000-0000000-000-0-202025-00-120A

LOCATION ID NO. 26586

AND

TAX KEY NO. 206-0000-0000000-000-0-202025-00-130A
LOCATION ID NO. 26588

PARCEL 19:

THE EAST 300 FEET OF THE SOUTH 635.5 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4 OF NW1/4) OF SECTION TWENTY FIVE (25), TOWNSHIP TWENTY (20) NORTH, RANGE TWENTY (20) EAST, TOWN OF BRILLION, CALUMET COUNTY, WISCONSIN.

ALSO DESCRIBED AS FOLLOWS:

PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 25, TOWN 20 NORTH, RANGE 20 EAST, TOWN OF BRILLION, CALUMET COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 25; THENCE S 00°27'07" E, 693.83 FEET ALONG THE EAST LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING; THENCE CONTINUING S 00°27'07" E, 616.21 FEET (RECORDED AS 635.5') TO THE SOUTHEAST CORNER OF SAID NE 1/4 OF THE NW 1/4; THENCE S 89°29'23" W, 300.00 FEET ALONG THE SOUTH LINE OF SAID NE 1/4 OF THE NW 1/4 TO THE EAST LINE OF AN EXISTING PARCEL AS SURVEYED BY STEINBRECHER & MENEAU, INC., DATED 10/27/95; THENCE N 00° 48'59" W, 616.53 FEET (RECORDED AS 635.5') ALONG SAID SURVEYED LINE TO THE SOUTH LINE OF AN EXISTING PARCEL AS SURVEYED BY ROBERT E. LEE & ASSOCIATES, INC., DATED 12/17/99; THENCE N 89°33'00" E, 303.92 FEET (RECORDED AS 300') ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

TAX KEY NO. 002-0000-0000000-000-0-202025-00-210B
LOCATION ID NO. 1809

PARCEL 20:

LOT ONE (1), CERTIFIED SURVEY MAP NO. 2483 FILED IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALUMET COUNTY, WISCONSIN ON AUGUST 16, 2002, IN VOLUME 19 ON PAGE 152, AS DOCUMENT NO. 336923, BEING PART OF OUTLOTS 31 AND 33 IN NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, RANGE TWENTY (20) EAST, CITY OF BRILLION, CALUMET COUNTY, WISCONSIN ACCORDING TO THE RECORDED ASSESSOR'S MAP.

TAX KEY NO. 206-0018-00L3100-000-0-202025-00-220B
LOCATION ID NO. 26692

****
ALL TAX KEY NUMBERS AND LOCATION ID NUMBERS SHOWN IN SCHEDULE A HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY.
****

SCHEDULE B

File No.: **NCS-889363-MKE** Policy No.: **NCS-889363-MKE-OP**

EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. This item has been intentionally deleted.

2. This item has been intentionally deleted.

3. This item has been intentionally deleted.

4. This item has been intentionally deleted.

5. This item has been intentionally deleted.

6. This item has been intentionally deleted.

7. Taxes, general and special for the year 2018 and thereafter, none now due and payable.

8. This item has been intentionally deleted.

9. Easement by an instrument

   Recorded: June 2, 2014
   Document No.: 496311 (Affects Parcel 16)

10. Easement for public utilities disclosed by instrument recorded on August 15, 2014 as Document No. 498099.
    Assignment recorded as Document No. 504109 (Affects Parcel 16).

11. Easement for public utilities disclosed by instrument recorded on January 2, 2015 as Document No. 501226 (Affects Parcel 16).

12. Easement for public utilities disclosed by instrument recorded on October 1, 2015 as Document No. 508207 (Affects Parcels 8, 12, 16, 18 and 19).

13. Easement for public utilities disclosed by instrument recorded on November 19, 2015 as Document No. 509356 (Affects Parcels 8, 12, 16, 18 and 19).

14. Permanent and Limited Easements contained in instrument recorded December 22, 2011 as Document No. 470538. (Affects Parcels 18 and 20).

15. Industrial By Product Affidavit recorded February 29, 2012 as Document No. 472480. (Affects Parcel 18).

16. Any rights, title, interest or claim thereof to that portion of the Land taken, used or granted for Long Lake Road. (Affects Parcel 16).

17. Easements and rights incidental thereto in connection with the continued use and right of entrance, maintenance, construction and repair of municipal or utility facilities as may exist underground or overground in or on that portion of the subject premises which were formerly a part of Park Avenue and North Parkway Drive now vacated (discontinued). (Affects Parcels 3, 5, 8 and 9).

18. Rights of the public in any portions of the subject premises lying below the ordinary highwater mark of Spring Creek.
(Affects Parcels 1, 2, 3, 5, 6, 7, 9, 11 and 17).

19. Easement Agreement by Brillion Iron Works, Inc., a Wisconsin corporation and The City of Brillion, a Wisconsin municipality recorded July 12, 2006 as Document No. 407035.
(Affects Parcels 3, 5, 8 and 9).

20. Easement to City of Brillion dated December 23, 1963 and recorded on February 26, 1964 in Volume X, Page 119, as Document No. 100831.
(Affects Parcels 5, 6, 7 and 9).

21. Easement to Village of Brillion dated March 3, 1944, and recorded on March 14, 1944, in Volume M, Page 399, as Document No. 56867.
(Affects Parcel 5).

22. Easement to Village of Brillion dated March 4, 1944, and recorded on March 14, 1944, in Volume 71, Page 146, as Document No. 56866.
(Affects Parcel 5).

23. 25 foot building setback as referenced in Warranty Deed dated October 26, 1966, and recorded on November 28, 1966, in Volume 94, Page 585, as Document No. 108704.
(Affects Parcel 5).

24. Easement to Wisconsin Public Service Corporation dated May 7, 1959, and recorded on May 19, 1959, in Volume T, Page 611, as Document No. 89353.
(Affects Parcels 5, 8 and 9).

25. Easement to GTE North Incorporated dated September 7, 1989, and recorded on September 22, 1989, in Jacket 1383, Image 15, as Document No. 203031, rerecorded on January 29, 1990, in Jacket 1435, Image 6, as Document No. 204832.
(Affects Parcels 5, 6 and 7).

26. Reservation for easement contained in Warranty Deed from City of Brillion to Brillion Iron Works, Inc. dated April 22, 1968, and recorded on April 30, 1968, in Volume 95, Page 123, as Document No. 112463.
(Affects Parcel 6).

27. Easement to City of Brillion dated March 25, 1997, and recorded on April 1, 1997, in Jacket 3666, Image 50-51, as Document No. 265385.
(Affects Parcel 6).

28. Easement to Wisconsin Public Service Corporation dated June 28, 1961 and recorded on July 6, 1961 in Volume V, Page 1, as Document No. 94429.
(Affects Parcel 8).

29. Easement to Wisconsin Public Service Corporation dated June 12, 1961, and recorded on September 11, 1961 in Volume V, Page 44, as Document No. 94863.
(Affects Parcels 8 and 19).

30. Easement to Wisconsin Public Service Corporation dated July 2, 1965, and recorded on July 12, 1965, in Volume X, Page 670, as Document No. 104669.
(Affects Parcel 8 and 19).

31. Easement to Wisconsin Public Service Corporation dated November 12, 1990, and recorded on December 13, 1990, in Jacket 1595, Image 26-27, as Document No. 210158.
(Affects Parcels 9 and 17).

32. Rights of the public in the South 50 feet of the subject premises to be used for highway purpose only as reserved in Deed recorded in the office of the Register of Deeds for Calumet County, Wisconsin in Volume 52 of Deeds, Page 76, Document No. 21952.
(Affects Parcel 11).

33. Easement to Wisconsin Public Service Corporation dated September 9, 1930, and recorded on September 17, 1930, in Volume H, Page 59, as Document No. 34123.
(Affects Parcel 11).

34. Easement to Wisconsin Public Service Corporation dated October 24, 1952, and recorded on November 1, 1952, in Volume Q, Page 258, as Document No. 75450.
(Affects Parcel 15).

35. Tree Trimming and Clearing Easement Including Overhand recorded in the office of the Register of Deeds in Volume Y of Records, Page 635, as Document No. 109567.

    Said easement was assigned by Easement Assignment recorded January 3, 2001 in Jacket 5346, Image 20, as Document No. 310202.
(Affects Parcel 16).

36. Well Agreement recorded in Volume 84, Page 505.
(Affects Parcels 16 and 18).

37. Pipe Line Easement recorded in Volume U, Page 591, as Document No. 94055. (Affects Parcels 16 and 18).

38. Easement to Wisconsin Public Service Corporation dated November 1, 1988, and recorded on November 4, 1988 in Jacket 1245, Image 5-7, as Document No. 198357.
(Affects Parcel 16).

39. Affidavit regarding Industrial By Product executed by Brillion Iron Works recorded December 14, 2005 as Document No. 400027.
(Affects Parcels 16 and 18).

40. Parking note, setback lines, notes and any other matters as set out on Certified Survey Map No. 3030.
(Affects Parcel 16).

41. Reservation for Ingress and Egress as set out in Warranty Deed recorded in Volume 90, Page 529.
(Affects Parcel 18).

42. Pipe Line Easement recorded in Volume X, Page 671, as Document No. 104670.
(Affects Parcel 18).

43. This item has been intentionally deleted.

44. Authorization for Access to or across a Controlled-Access Highway recorded December 19, 2007 as Document No. 424244.
(Affects Parcel 18).

45. Finding, Determination and Declaration by State of Wisconsin Department of Transportation regarding Controlled-Access Highway recorded November 19, 2007 as Document No. 423324.
(Affects Parcel 18).

46. Easement recorded in the office of the Register of Deeds in Volume H of Records, Page 10, as Document No. 34032.
(Affects Parcel 20).

47. Easement for sewer and water line recorded May 1, 1968 in Volume 101, Page 192, as Document No. 112468.
(Affects Parcel 20).

48. Restrictions, access restrictions, access point notes, setback lines for building and highway and any other maters as set out on Certified Survey Map No. 2483.
(Affects Parcel 20).

49. Rights and easements, if any, in and to any and all railroad switches, sidetracks, spur tracks and rights of way located upon or appurtenant to the subject premises.

50. This item has been intentionally deleted.

51. Memorandum of Development Agreement by and between City of Brillion, a municipal corporation and Brillion Works, LLC, a Wisconsin limited liability company recorded October 2, 2018 as Document No. 534200.

52. Terms, conditions, provisions, restrictions, option to purchase as evidenced by Memorandum of Lease by and between City of Brillion, a municipal corporation and Brillion Works, LLC, a Wisconsin limited liability company recorded October 2, 2018 as Document No. 534201.

53. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by Carow Land Surveying Co., Inc. on September 20, 2018, designated Project No. C1808.15:
A. CONCRETE WALL, CONCRETE DEBRIS AND LANDSCAPING 6'± WEST OF PROPERTY LINE.
B. METAL SHED 7.0'± SOUTH OF PROPERTY LINE AND 8.2'± WEST OF PROPERTY LINE.
C. WOOD LANDSCAPING TIMBERS3± EAST OF PROPERTY LINE.
D. CONCRETE RETAINING WALL 0.5'± WEST OF PROPERTY LINE.
E. BUILDING 0.3' WEST OF PROPERTY LINE.
F. BUILDING 0.8'± WEST OF PROPERTY LINE.
G. FENCE 0.9'± WEST OF PROPERTY LINE.
H. CONSEQUENCES, IF ANY, DUE TO THE FENCES NOT BEING LOCATED ON THE PROPERTY LINES.
I. ENCROACHMENT OF BUILDINGS OVER THE BUILDING SETBACK REFERENCED IN EXCEPTION 48.
J. ENCROACHMENT OF METAL BUILDING ONTO THE EASEMENT REFERENCED IN EXCEPTION 29.
K. ENCROACHMENT OF BUILDINGS ONTO THE EASEMENT REFERENCED IN EXCEPTION 46.

L. ENCROACHMENT OF BUILDING ONTO THE EASEMENTs REFERENCED IN EXCEPTIONS 12 AND 13.
M. UTILITIES LOCATED ON THE LAND WITHOUT APPARENT BENEFIT OF AN EASEMENT.
N. RIGHTS OF THE STATES OR ANY OF THEIR AGENCIES IN RESPECT TO THAT PORTION OF THE SUBJECT PREMISES THAT CONSTITUTES WETLANDS/FLOODWAYS.

****

Covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

End of Schedule B

First American

ZONING - COMPLETED
STRUCTURE ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-889363-MKE-OP

File No.: NCS-889363-MKE

1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy,
   a. according to applicable zoning ordinances and amendments, the Land is not classified Zone C-1 (Commercial Downtown District), as to Parcels 4, 10, 14 and 15;
   b. the following use or uses are not allowed under that classification: Parking lots and structures
   c. There shall be no liability under paragraph 1.b. if the use or uses are not allowed as the result of any lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 1.c. does not modify or limit the coverage provided in Covered Risk 5.

2. The Company further insures against loss or damage sustained by the Insured by reason of a final decree of a court of competent jurisdiction either prohibiting the use of the Land, with any existing structure, as specified in paragraph 1.b. or requiring the removal or alteration of the structure, because, at Date of Policy, the zoning ordinances and amendments have been violated with respect to any of the following matters:
   a. Area, width, or depth of the Land as a building site for the structure
   b. Floor space area of the structure
   c. Setback of the structure from the property lines of the Land
   d. Height of the structure, or
   e. Number of parking spaces.

3. There shall be no liability under this endorsement based on:
   a. the invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses;
   b. the refusal of any person to purchase, lease or lend money on the Title covered by this policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous

endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: 10/02/2018

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

Form 50-10576 (7-1-14)	Page 21 of 32	ALTA 3.1-06 Zoning - Completed Structure (Rev. 10-22-09) CLTA 123.2-06 (Rev. 10-22-09)

First American

ZONING - COMPLETED
STRUCTURE ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-889363-MKE-OP

File No.: NCS-889363-MKE

1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy,
   a. according to applicable zoning ordinances and amendments, the Land is not classified Zone I-2 (Heavy Industrial District), as to Parcels 1, 2, 3, 5, 6, 7, 8, 9, 11, 12, 13, 16, 17, 18, and 20;
   b. the following use or uses are not allowed under that classification: Metal products manufacturing, fabricating and distribution, Farm machinery and equipment manufacturing, and Metal container manufacturing
   c. There shall be no liability under paragraph 1.b. if the use or uses are not allowed as the result of any lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 1.c. does not modify or limit the coverage provided in Covered Risk 5.

2. The Company further insures against loss or damage sustained by the Insured by reason of a final decree of a court of competent jurisdiction either prohibiting the use of the Land, with any existing structure, as specified in paragraph 1.b. or requiring the removal or alteration of the structure, because, at Date of Policy, the zoning ordinances and amendments have been violated with respect to any of the following matters:
   a. Area, width, or depth of the Land as a building site for the structure
   b. Floor space area of the structure
   c. Setback of the structure from the property lines of the Land
   d. Height of the structure, or
   e. Number of parking spaces.

3. There shall be no liability under this endorsement based on:
   a. the invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses;
   b. the refusal of any person to purchase, lease or lend money on the Title covered by this policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous

endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: 10/02/2018

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

First American

COVENANTS, CONDITIONS AND RESTRICTIONS - IMPROVED LAND - OWNER'S POLICY ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-889363-MKE-OP

File No.: NCS-889363-MKE

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For the purposes of this endorsement only,

   a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.

   b. "Improvement" means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.

3. The Company insures against loss or damage sustained by the Insured by reason of:

   a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;

   b. Enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or

   c. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

   a. any Covenant contained in an instrument creating a lease;

   b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or

   c. except as provided in Section 3.c, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of

Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: 10/02/2018

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

First American

MULTIPLE TAX PARCEL ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-889363-MKE-OP

File No.: NCS-889363-MKE

The Company insures against loss or damage sustained by the Insured by reason of:

1. those portions of the Land identified below not being assessed for real estate taxes under the listed tax identification numbers or those tax identification numbers including any additional land:

Parcel:	Tax Identification Numbers:
1	PART OF 206-0018-00L3300-000-0-202025-00-220C
2	PART OF 206-0018-00L3300-000-0-202025-00-220C
3	206-0040-020120A-000-0-202025-00-2200
4	PART OF 206-0040-020090A-000-0-202025-00-2200
5	206-0040-010100A-000-0-202025-00-2200
6	206-0086-010120A-000-0-202025-00-2300
7	PART OF 206-0018-00L3100-000-0-202025-00-230B
8	206-0018-00L3400-000-0-202025-00-220A
9	206-0018-00L0100-000-0-202025-00-220B and PART OF 206-0018-00L3100-000-0-202025-00-230B
10	PART OF 206-0040-020090A-000-0-202025-00-2200
11	PART OF 206-0018-00L3300-000-0-202025-00-220C
12	PART OF 206-0000-0000000-000-0-202025-00-240A
13	206-0000-0000000-000-0-202025-00-240A
14	206-0040-020090A-000-0-202025-00-2200

15	206-0041-030070A-000-0-202025-00-2200
16	206-0000-0000000-000-0-202025-00-410D
17	206-0000-0000000-000-0202025-15-450D and 206-0000-0000000-000-0-202025-15-450G
18	206-0018-00L3100-000-0-202025-00-220A and 206-0000-0000000-000-0-202025-00-210A and 206-0000-0000000-000-0-202025-00-210B and 206-0000-0000000-000-0-202025-00-120A and 206-0000-0000000-000-0-202025-00-130A
19	002-0000-0000000-000-0-202025-00-210B
20	206-0018-00L3100-000-0-202025-00-220B

2. the easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes, assessments or other charges imposed on the servient estate by a governmental authority.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: 10/02/2018

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

First American

CONTIGUITY - MULTIPLE PARCELS ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-889363-MKE-OP

File No.: NCS-889363-MKE

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure of Parcels 1, 2, 3, 5, 6, 7, 8, 9, 11, 12, 13, 16, 17, 18, 19 and 20, except for the exception in Parcel 5 which creates a gap, in Schedule A, taken as a tract, to constitute a single parcel of land; or

2. the presence of any gaps, strips, or gores separating any of the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: 10/02/2018

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

First American

CONTIGUITY - MULTIPLE PARCELS ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-889363-MKE-OP

File No.: NCS-889363-MKE

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure of Parcels 4, 10 and 14 in Schedule A, taken as a tract, to constitute a single parcel of land; or

2. the presence of any gaps, strips, or gores separating any of the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: 10/02/2018

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

First American

SAME AS SURVEY ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-889363-MKE-OP

File No.: NCS-889363-MKE

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Carow Land Surveying Co., Inc. dated September 20, 2018, and designated Project No. C1808.15.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: 10/02/2018

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

First American

POLICY AUTHENTICATION ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-889363-MKE-OP

File No.: NCS-889363-MKE

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: 10/02/2018

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

RESOLUTION NO. RE18-17

RESOLUTION APPROVING THE ACQUISITION OF THE PROPERTY WITHIN THE BOUNDARIES OF TAX INCREMENTAL DISTRICT NO. 5, CITY OF BRILLION, WISCONSIN

WHEREAS, the City of Brillion (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 5 (the "District") is proposed to be created by the City as an environmental remediation district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, the Common Council of the City of Brillion has passed a resolution approving the Project Plan and establishing the boundaries and creation of the Tax Incremental District No. 5, City of Brillion, Wisconsin; and

WHEREAS, not less than 50% by area of the real property within the District contains significant environmental pollution as defined in Section 66.1105(20m)(a)1 of the Wisconsin Statutes and therefore is a blighted area within the meaning of Wisconsin Statute 66.1105(2)(ae)1; and

WHEREAS, in furtherance of the creation of the District and implementation of the Project Plan for the District the City wishes to acquire the property within the District;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Brillion that:

1. The City shall acquire the property within the District for the purpose of eliminating the blighted areas of the District by remediating the environmental pollution in the District, as further described in the Project Plan.

Resolution No. RE18-17 introduced and its adoption moved by Alderperson Wenzel; second by Alderperson Levash.

Upon a call of votes thereon, the results were as follows:

7 Votes Cast
7 Votes Yes
0 Votes No

The Mayor declared Resolution No. RE18-17 adopted, approved and signed the same this 26th day of September, 2018.

Gary Deiter
Mayor

ATTESTED:

Lori M. Gosz
City Administrator/Clerk-Treasurer

RESOLUTION NO. RE18-17

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Gary Deiter
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Lori M. Gosz
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