

ALTA/ACSM LAND TITLE SURVEY

of Part of the West half of the Northwest Quarter of Section Twenty-Six, Town Two North, Range Seven East, of the 4th P.M., lying North and East of Aebly Road and West of State Trunk Highway 69 as said roads are described in State of Wisconsin Highway Right-of-Way Plat Project No. T 032-1(16), dated May 17, 1988 Green County, Wisconsin.

The Legal Descriptions of Record as Contained within several Commitment for Title Insurance provided to the Surveyor by Ekum Abstract & Title, Commitment No GR4802A, Effective Date : June 14, 2006 at 4:30 P.M. Commitment No GR2076, Effective Date : June 14, 2006 at 4:30 P.M. Commitment No GR7009, Effective Date : June 14, 2006 at 4:30 P.M. Commitment No GR2073, Effective Date : June 14, 2006 at 4:30 P.M. Commitment No GR2074, Effective Date : June 14, 2006 at 4:30 P.M. Commitment No GR4082, Effective Date : June 14, 2006 at 4:30 P.M. Commitment No GR9417, Effective Date : August 31, 2006 at 4:30 P.M.

NOTES CORRESPONDING TO SCHEDULE 'B'-2 ITEMS

(PLOTTED AND SHOWN HEREON UNLESS INDICATED OTHERWISE)

LABELLED AS ON MAP	SCHEDULE B - SECTION II EXCEPTIONS (Unit "D" in Northfork Acres Condominium) Commitment Number: GR4082	SCHEDULE B - SECTION II EXCEPTIONS (Lot One(1) of C.S.M. No. 3650, Vol. 14, Pgs. 13 & 14) Commitment Number: GR4802A	SCHEDULE B - SECTION II EXCEPTIONS (PLAT OF SURVEY BY THOUSAND) NORTHLAND BUILDINGS SITE Commitment Number: GR9417
[A]	11. UTILITY EASEMENT from Edwin Ludlow to Wisconsin Power & Light Company dated March 7, 1930 and recorded in the office of the Register of Deeds for Green County, WI on April 9, 1930 in Volume 6 Misc., Page 289 to dispose of any trees that might interfere with the line running along the East side of road running North and South, excepting Maple Trees in front of residence of W1/4 of Sec. 26, T2N, R7E, Green County, WI. (See copy.)	11. UTILITY EASEMENT from Edwin Ludlow to Wisconsin Power & Light Company dated March 7, 1930 and recorded in the office of the Register of Deeds for Green County, WI on April 9, 1930 in Volume 6 Misc., Page 289 to dispose of any trees that might interfere with the line running along the East side of road running North and South, excepting Maple Trees in front of residence of W1/4 of Sec. 26, T2N, R7E, Green County, WI. (See copy.)	10. UTILITY EASEMENT from Edwin Ludlow to Wisconsin Power & Light Company dated March 7, 1930 and recorded in the office of the Register of Deeds for Green County, WI on April 9, 1930 in Volume 6 Misc., Page 289 to dispose of any trees that might interfere with the line running along the East side of road running North and South, excepting Maple Trees in front of residence of W1/4 of Sec. 26, T2N, R7E, Green County, WI. (See copy.)
[B]	12. EASEMENT from Whitehead Specialties, Inc. to Wisconsin Gas Company dated June 12, 1986 and recorded in the office of the Register of Deeds for Green County, WI on June 25, 1986 in Volume 396 of Records, Page 506 as Document No. 304372 a strip of land 10 ft. in width being part of the W1/2 of the NW1/4 of Sec. 26, T2N, R7E, Green County, WI to place a line for gas utility. (See copy.)	12. EASEMENT from Whitehead Specialties, Inc. to Wisconsin Gas Company dated June 12, 1986 and recorded in the office of the Register of Deeds for Green County, WI on June 25, 1986 in Volume 396 of Records, Page 506 as Document No. 304372 a strip of land 10 ft. in width being part of the W1/2 of the NW1/4 of Sec. 26, T2N, R7E, Green County, WI to place a line for gas utility. (See copy.)	
[C] GENERAL IN NATURE NOT PLOTTED	14. TERMS AND CONDITIONS CONTAINED IN EASEMENT from Whitehead Specialties, Inc. by Kathryn D. Whitehead, President, and Deanne M. Rasmussen, Secretary to Kathryn D. Whitehead, Richard L. Weeden, Darlene R. Weeden, Leslie A. Rasmussen, Deanne M. Rasmussen, Dennis L. Stoneback and Debra K. Stoneback collectively a permanent and non-exclusive easement for the use of a fresh water well, a septic disposal field and a television satellite dish, all as located in Northfork Acres Condominium Plat.	13. TERMS AND CONDITIONS CONTAINED IN EASEMENT from Whitehead Specialties, Inc. by Kathryn D. Whitehead, President, and Deanne M. Rasmussen, Secretary to Kathryn D. Whitehead, Richard L. Weeden, Darlene R. Weeden, Leslie A. Rasmussen, Deanne M. Rasmussen, Dennis L. Stoneback and Debra K. Stoneback collectively a permanent and non-exclusive easement for the use of a fresh water well, a septic disposal field and a television satellite dish, all as located in Northfork Acres Condominium Plat.	
[D]		14. RIGHTS OF THE PUBLIC in that portion of the subject premises lying within the limits of Aebly Road.	
[E]	16. TERMS AND CONDITIONS CONTAINED IN DRIVEWAY EASEMENT from Whitehead Specialties, Inc. a Wisconsin corporation to Kathryn D. Whitehead, Richard L. Weeden, Darlene R. Weeden, Leslie A. Rasmussen, Deanne M. Rasmussen, Dennis L. Stoneback and Debra K. Stoneback collectively an easement across the following described lands: A 24 foot wide strip of land, the centerline of which is described as follows: Commencing at the Northwest corner of Section 26, Town 2 North, Range 7 East, Green County, Wisconsin; thence South along the West line of Section 26, 597.64 ft., thence East 291.45 ft. to the true point of beginning of the line being described; thence Easterly along the arc of a curve to the right whose radius is 238.00 ft. and whose chord bears East 476.00 ft.; thence Westerly along the arc of a curve to the right whose radius is 238.00 ft. and whose chord bears West, 476.00 ft. to the point of beginning. AND Commencing at the Northwest corner of the aforesaid Section 26; thence South along the West line of Section 26; 835.64 ft.; thence East, 527.00 ft. to the true point of beginning of the line being described; thence S0'22'28"W, 1310.00 ft. to the centerline of Aebly Road and the end of the line being described. For purposes of ingress and egress to and from the following lands: Units A, B, C and D of Northfork Acres Condominium. All expenses of maintenance of the driveway located on the above described lands should be borne by the Grantor. This document is dated January 1, 1988 and recorded in the office of the Register of Deeds for Green County, WI on May 19, 1988 in Volume 416 of Records, Page 265 as Document No. 314405. (See copy.)	15. TERMS AND CONDITIONS CONTAINED IN DRIVEWAY EASEMENT from Whitehead Specialties, Inc. a Wisconsin corporation to Kathryn D. Whitehead, Richard L. Weeden, Darlene R. Weeden, Leslie A. Rasmussen, Deanne M. Rasmussen, Dennis L. Stoneback and Debra K. Stoneback collectively an easement across the following described lands: A 24 foot wide strip of land, the centerline of which is described as follows: Commencing at the Northwest corner of Section 26, Town 2 North, Range 7 East, Green County, Wisconsin; thence South along the West line of Section 26, 597.64 ft., thence East 291.45 ft. to the true point of beginning of the line being described; thence Easterly along the arc of a curve to the right whose radius is 238.00 ft. and whose chord bears East 476.00 ft.; thence Westerly along the arc of a curve to the right whose radius is 238.00 ft. and whose chord bears West, 476.00 ft. to the point of beginning. AND Commencing at the Northwest corner of the aforesaid Section 26; thence South along the West line of Section 26; 835.64 ft.; thence East, 527.00 ft. to the true point of beginning of the line being described; thence S0'22'28"W, 1310.00 ft. to the centerline of Aebly Road and the end of the line being described. For purposes of ingress and egress to and from the following lands: Units A, B, C and D of Northfork Acres Condominium. All expenses of maintenance of the driveway located on the above described lands should be borne by the Grantor. This document is dated January 1, 1988 and recorded in the office of the Register of Deeds for Green County, WI on May 19, 1988 in Volume 416 of Records, Page 265 as Document No. 314405. (See copy.)	
[F]	17. TERMS AND CONDITIONS CONTAINED IN CROSS EASEMENT FOR WELL AND SEPTIC by and between Kathryn D. Whitehead Friedrich; Richard L. and Darlene R. Weeden; Dennis L. and Debra K. Stoneback; and Leslie A. and Deanne M. Rasmussen dated December 2, 2003 and recorded in the office of the Register of Deeds for Green County, WI on December 18, 2003 in Vol. 852 of Records, Page 439 as Doc. No. 456144. (See copy.)	16. TERMS AND CONDITIONS CONTAINED IN CROSS EASEMENT FOR WELL AND SEPTIC by and between Kathryn D. Whitehead Friedrich; Richard L. and Darlene R. Weeden; Dennis L. and Debra K. Stoneback; and Leslie A. and Deanne M. Rasmussen dated December 2, 2003 and recorded in the office of the Register of Deeds for Green County, WI on December 18, 2003 in Vol. 852 of Records, Page 439 as Doc. No. 456144. (See copy.)	
[G]			
[H] UNABLE TO PLOT NOT PLOTTED	13. TERMS AND CONDITIONS OF DISCLOSURE MATERIALS, including conditions, restrictions, reservations, limitations, uses, agreements, charges, assessments, easements, options and other provisions as contained in the Declaration of Northfork Acres Condominium dated January 1, 1988 and recorded in the office of the Register of Deeds for Green County, WI on May 19, 1988 in Volume 416 of Records, Page 267 as Document No. 314406. (See copy.)		
[I] GENERAL IN NATURE NOT PLOTTED	15. EASEMENT from Whitehead Specialties, Inc. by Stanley E. Whitehead, Pres. to State of Wisconsin, Department of Industry, Labor and Human Relations, Bureau of Plumbing dated September 5, 1984 and recorded in the office of the Register of Deeds for Green County, WI on September 14, 1984 in Volume 381 of Records, Page 53 as Document No. 286776 for the approval of common ownership plumbing system under Chapter 145, Statutes over the insured real estate. (See copy.)		
[J]			11. AWARD OF DAMAGES by State of Wisconsin Department of Transportation Division of Highway to Idle Hour Mansion Corporation and First National Bank of Monroe dated December 8, 1968 and recorded in the office of the Register of Deeds for Green County, WI on May 27, 1969 in Vol. 227 of Records, Page 643 as Doc. No. 228402... for the purpose set forth in and in the accordance with said relocation order ...also acquired herein are all existing, future or potential common law or statutory easements or rights of access between the right of way of the highway, currently designated as S.T.H. 69, its appurtenant ramps and roadways, and all of the abutting remaining real property of the owners, whether acquired by separate conveyance otherwise, where in the following described real estate abuts on the said highway: That land of the owner in the NW 1/4-NW1/4, SW1/4-NW1/4 and NW1/4-SW1/4, Section 26, T2N, R7E; Except the right of access is reserved between the abutting property of the owner and the frontage road in the NW 1/4-NW 1/4 of said Section 26.

SCHEDULE C
PROPERTY DESCRIPTION
The land referred to in this Commitment is described as follows:
Unit "D" in Northfork Acres Condominium, being a condominium created under the Condominium Ownership Act for the State of Wisconsin by a "Declaration of Condominium for Northfork Acres Condominium" dated the 1st day of January, 1988 and recorded on the 19th day of May, 1988 in the office of the Register of Deeds for Green County, Wisconsin in Volume 416 of Records, Pages 267 through 296 as Document No. 314406 and by a Condominium Plat therefore.

NOTE: Tax Parcel No. 23-20-411.014

SCHEDULE C
PROPERTY DESCRIPTION
The land referred to in this Commitment is described as follows:
Lot One(1) of Certified Survey Map No. 3650, recorded in Volume 14 of Certified Survey Maps of Green County, WI on Pages 13 & 14, being part of the Northwest Quarter in the Northwest Quarter of Section 26, Town 2 North, Range 7 East, Township of Monroe, Green County, Wisconsin.
Subject to a 16 foot access easement off of Aebly Road running in an East/West direction for purposes of ingress and egress as depicted on Certified Survey Map No. 3650 and subject to those easements, zoning ordinances and restrictions of record pertaining to the subject premises.

NOTE: Tax Parcel No. 23-20-411.2000

SCHEDULE C
PROPERTY DESCRIPTION
The land referred to in this Commitment is described as follows:
A parcel of land located in the Southwest Quarter of the Northwest Quarter of Section 26, Town Two North, Range Seven East, Town of Monroe, Green County, Wisconsin, to-wit: Commencing at the NW corner of said Section 26; thence S01°12'00"W, 2185.13 feet; thence S88°33'32"E, 845.88 feet; thence N00°40'00"E, 60.01 feet to the point of beginning; thence continuing N00°40'00"E, 251.00 feet; thence S88°33'32"E, 274.94 feet; thence S00°40'00"W, 176.02 feet; thence S46°03'14"W, 106.72 feet; thence N86°33'32"W, 196.96 feet to the point of beginning.

NOTE: Tax Parcel No. 23-20-412.1000

ZONING (HIGHWAY INTERCHANGE DISTRICT)

(AS TAKEN DIRECTLY FROM GREEN COUNTY ZONING MANUAL)

- Height: Except as otherwise provided in Section 4-3-2 of this Chapter, no building shall exceed a height of eighty feet (80').
- Side Yards: Buildings used in whole or in part for residential purposes shall comply with the side yard regulations of the Residence District. There shall be a side yard not less than eight feet (8') wide on each side of any lot developed for commercial or industrial use and such side yard shall be permanently maintained in grass, shrubs or trees and shall not be used for parking, storage or driveways.
- Rear Yard: Buildings used in whole or in part for residential purposes shall comply with the rear yard regulations of the Residence District. There shall be a rear yard of not less than twenty feet (20') in depth on any lot developed for commercial or industrial use and such yard shall be permanently maintained in grass, shrubs or trees and shall not be used for parking, storage or driveways.
- Highway or Street Setback Lines: There shall be setback lines along abutting highways as required by Section 4-3-5 of this Chapter, and the following special regulations shall also apply:
 - Highway setback lines are hereby established along all intersecting highways. Such setback lines shall be one hundred ten feet (110') from the center line of the highway, or forty two feet (42') from the highway right-of-way line, or thirty feet (30') from the right-of-way line of any mapped frontage road, whichever is greater; any other setback provision of this Title notwithstanding. In case of unusual changes in alignment of the intersecting highway right-of-way line or unusual topographic conditions, a variance in the terms of this district may be granted by the Board of Adjustment conditioned on the prior written approval of the agency having authority over the intersecting highway.
 - Access from abutting property via private driveway or public street shall be permitted only at designated access points. Such access points shall be located as follows:
 - The first access point shall be no closer than six hundred feet (600') from the center line of an existing or proposed entrance or exit ramp of an interchange, and no access point shall be closer than six hundred feet (600') to any other access point. A lesser distance may be permitted by the Board of Adjustment upon prior written approval by the designated representative of the agency having jurisdiction over such highway.
 - To avoid dangerous jogs in alignment, permitted access points along opposite sides of intersecting highways shall be located either directly opposite a median strip crossover or separated by at least three hundred feet (300') of lateral distance.
- Each building or group of contiguous buildings shall have not more than two (2) entrances to the abutting frontage road, and no such entrance shall exceed thirty feet (30') in width. Wherever practicable, buildings or groups of buildings shall use entrances and promote the safety of travel upon the abutting frontage road.
- The intervals between permitted entrances to a frontage road shall be closed against vehicular access by a curb, planting strip or other equally effective barrier.



ORDER NO. 29607
FOR THE EXCLUSIVE USE OF:
MENARD, INC.
SCALE: 1" = 100 FEET
BOOK *SEE FILE
File Name: J:\29600-29650\29607\29607.DWG
Plotted on 09/25/06 at 10:27:14.
SHEET 3 OF 3

R.H. BATTERMAN & CO. INC.
LAND SURVEYORS - ENGINEERS - PLANNERS
2857 BARTELLS DRIVE
BELOIT, WISCONSIN 53511
(608) 365-4464 FAX (608) 365-1850
E-MAIL: RHB@RHBATTERMAN.COM