

Document Number

**RELEASE OF PUBLIC  
ACCESS EASEMENT AGREEMENT**

Name and Return Address:

Lara Czajkowski Higgins  
P.O. Box 2107  
La Crosse, WI 54602-2107

WAKC0975329002;  
WAKC0975328; WAKC975329001  
Parcel Identification Number (PIN)

## **RELEASE OF PUBLIC ACCESS EASEMENT AGREEMENT**

The undersigned, City of Waukesha, Wisconsin and KT Real Estate Holdings, LLC, a Delaware limited liability company, successor to Grandview Boulevard, LLC a Wisconsin limited liability company, have all interest and rights arising under the existing Public Access Easement Agreement dated May 23, 2003, and recorded June 23, 2003, as Document No. 3011651 (“Easement”), a copy of which is attached hereto as Exhibit A. The undersigned, for valuable consideration, the receipt of which is hereby acknowledged, hereby release all of their right, title and interest arising under the Easement and said Easement shall terminate effective as of this date.

[Signature Pages Follow]





EXHIBIT A

[See attached Easements]



DC3011651-004

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3011651

REGISTER'S OFFICE  
WAUKESHA COUNTY, WI  
RECORDED ON

06-23-2003 8:52 AM

MICHAEL J. HASSLINGER  
REGISTER OF DEEDS

REC. FEE: 10.00  
REC. FEE-CO: 5.00  
REC. FEE-ST: 2.00  
TRAN. FEE:  
TRAN. FEE-STATE:  
PAGES: 4

Document Number

Public Access Easement  
Document Title Agreement

Recording Area

Name and Return Address

Thomas E. Reinhart  
P.O. Box 2107  
LaCrosse, WI 54602-2107

WAKC 975 997

Parcel Identification Number (PIN)

Pd  
17  
4

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.  
**Note:** Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRDA 10/99

**PUBLIC ACCESS EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT, dated May ~~23~~<sup>23<sup>rd</sup></sup> 2003, by and between Grandview Boulevard, LLC, a Wisconsin limited liability company ("Grantor") and the General Public for the purpose of ingress/egress to subject property and its abutting lands ("Grantee"). The following statements are a material part of this Agreement.

- A. Grantor owns the real estate described on the attached Exhibit A (the "Property"); and
- B. Grantor is willing to grant Grantee such easement rights of ingress and egress over the Property as described on the attached Exhibit B, pursuant to the terms and conditions contained in this Agreement (the "Easement Property").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements and covenants are made:

**INGRESS AND EGRESS EASEMENT**

Grantor grants and conveys to Grantee, for the benefit of their property a permanent Easement for vehicular and pedestrian ingress and egress to and from the Property, over, upon and across the Easement Property. Such easement shall commence at such time as the Property has been developed or September, 1, 2003, whichever is sooner.

**MAINTENANCE OF PARCEL**

Grantor agrees to maintain in good condition and repair, or cause to be maintained and kept in repair, the Easement Property at its own cost.

**WARRANTIES OF TITLE**

Grantor warrants that it has good and indefeasible fee simple title to the Easement Property; that Grantor has the full right and lawful authority to grant this Easement; and that Grantor and its successors shall and may peaceably have, hold and enjoy the Easement.

**RUNNING OF BENEFITS**

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the owners of the Property.

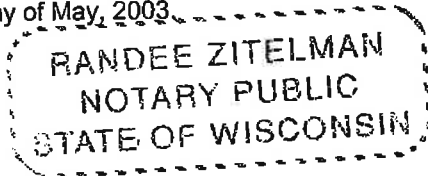
GRANTOR:  
GRANDVIEW BOULEVARD, LLC

By: Robert Eastman, Jr.  
Robert Eastman, Jr., Managing Member

STATE OF WISCONSIN )  
COUNTY OF Waukesha ) ss.

I, the undersigned, a Notary Public in and for said County, in said State, hereby certifies that Robert Eastman, Jr., Managing Member of Grandview Boulevard, LLC, a Wisconsin limited liability company, has signed the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he, as such member executed the same voluntarily for and as the act of said company.

Dated this 23rd day of May, 2003.



Randee Zitelman  
Notary Public  
State of Wisconsin, County of Waukesha  
My Commission: exp 2/13/05

RIVER CITIES BANK (Bank), as the Lender to Grantor, hereby consents to the granting of this Public Access Easement Agreement by Grantor.

RIVER CITIES BANK (BANK)

By: [Signature]

STATE OF WISCONSIN )  
wood COUNTY ) ss.

Personally came before me on May 23rd, 2003, the above named Fred J. Simmers, known to me to be Vice President of River Cities Bank (Bank) and to be the person who executed the foregoing instrument and acknowledged the same.

Karen Kampfert  
Notary public, Wood County, Wisconsin  
My commission: August 27, 2003

This document was drafted by:

Thomas E. Reinhart  
P. O. Box 2107  
La Crosse, WI 54602-2107





**EXHIBIT B**  
**ACCESS EASEMENT**

AN ACCESS EASEMENT IN PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 19 EAST, CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 28; THENCE, N 1° 4' 31" W, 2423.20 FEET ALONG THE EAST LINE OF THE SW 1/4 OF SAID SECTION 28; THENCE S 88° 55' 29" W, 300.57' TO THE POINT OF BEGINNING; THENCE S 46° 58' 13" E, 78.41'; THENCE S 0° 54' 55" E, 24.18' MORE OR LESS TO THE NORTHERLY LINE OF PARCEL 2 OF CSM 7742; THENCE ALONG THE NORTHERLY LINE OF PARCEL 2 OF CSM 7742 S 89° 5' 5" W, 24.00'; THENCE N 0° 54' 55" W 5.65'; THENCE N 46° 58' 13" W, 86.69'; THENCE N 1° 4' 31" W, 12.71'; THENCE N 88° 55' 29" E, 30.00' TO THE POINT OF BEGINNING AND TO THE END OF THIS EASEMENT.



SCALE: 1" = 50'

