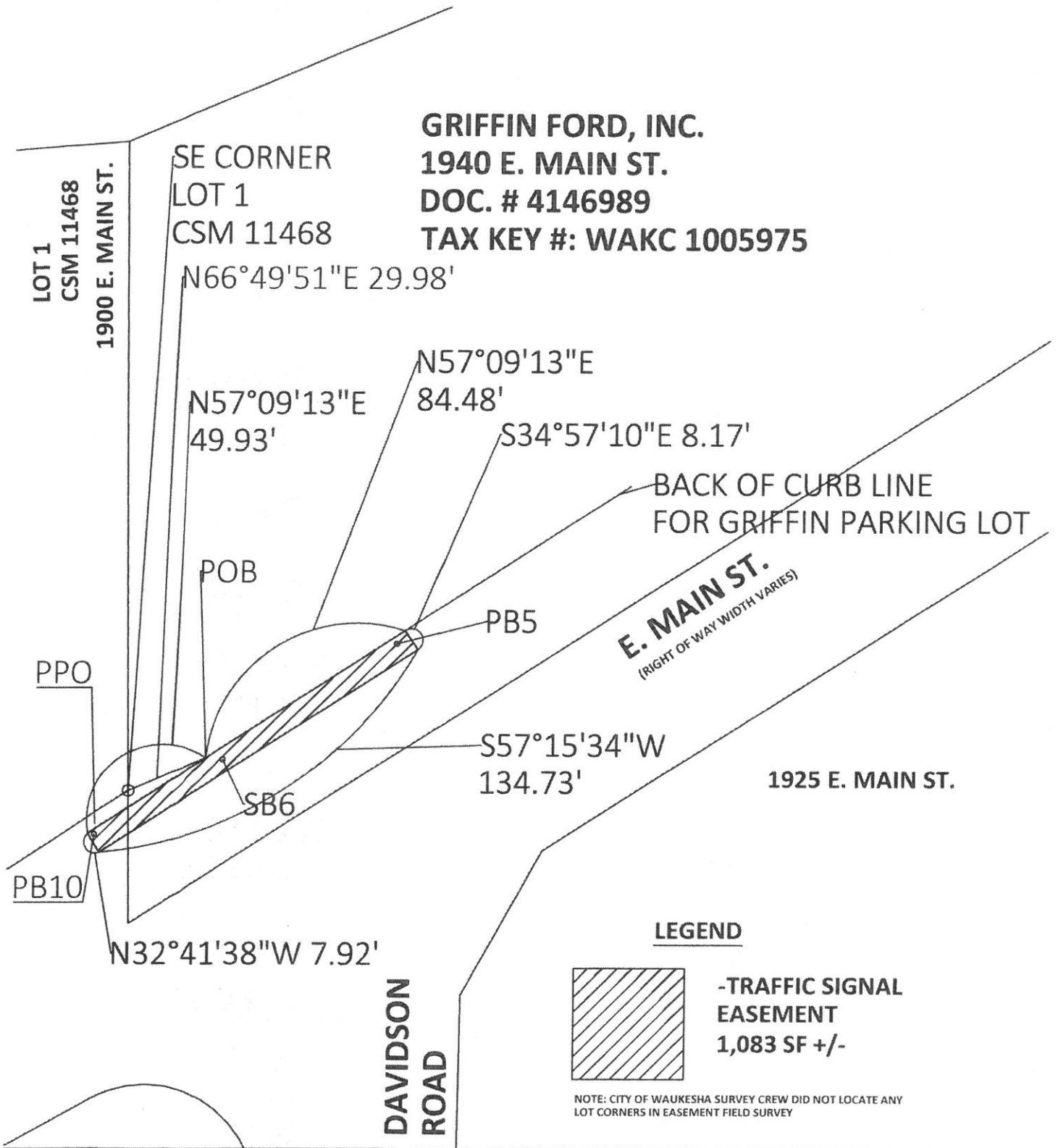


EXHIBIT "A"

TRAFFIC SIGNAL EASEMENT

Located in the East one-half of Section 36, Township 7 North, Range 17 East,
City of Waukesha, Waukesha County, Wisconsin



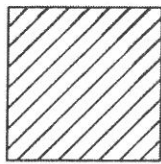
GRIFFIN FORD, INC.
1940 E. MAIN ST.
DOC. # 4146989
TAX KEY #: WAKC 1005975

E. MAIN ST.
(RIGHT OF WAY WIDTH VARIES)

1925 E. MAIN ST.

DAVIDSON ROAD

LEGEND



-TRAFFIC SIGNAL EASEMENT
1,083 SF +/-

NOTE: CITY OF WAUKESHA SURVEY CREW DID NOT LOCATE ANY LOT CORNERS IN EASEMENT FIELD SURVEY

CITY OF WAUKESHA

PREPARED FOR:
GRIFFIN FORD INC
1940 E. MAIN ST
WAUKESHA, WI 53186

PREPARED BY:
CITY OF WAUKESHA
201 DELAFIELD STREET
WAUKESHA, WI 53188

EXHIBIT "A"

TRAFFIC SIGNAL EASEMENT

Located in the East one-half of Section 36, Township 7 North, Range 17 East,
City of Waukesha, Waukesha County, Wisconsin

Being part of parcel as described as Document No. 4146989, recorded in the Waukesha County Register of Deed's office on June 12, 2015, located in the East one-half of Section 36, Township 7 North, Range 17 East, City of Waukesha, Waukesha County, Wisconsin bounded and described as follows:

Commencing at the Southeast corner of Lot 1, CSM #11468; thence bearing N66°49'51"E, 29.98 ft. to the Point of Beginning; thence N57°09'13"E, 84.48 ft.; thence S34°57'10"E, 8.17 ft.; thence S57°15'34"W, 134.73 ft.; thence N32°41'38"W, 7.92 ft.; thence N57°09'13"E, 49.93 ft. to the Point of Beginning; Said area contains 1,083 sf more or less; It is the intention to describe an easement box around the existing traffic signals that extends 5 feet east of PB5 structure and 4 feet west of PPO power pole, and is bounded on the north by the back of curb line extended within the Griffin parking lot in the northeast quadrant of the intersection.

CITY OF WAUKESHA

PREPARED FOR:

GRIFFIN FORD INC
1940 E. MAIN ST
WAUKESHA, WI 53186

PREPARED BY:

CITY OF WAUKESHA
201 DELAFIELD STREET
WAUKESHA, WI 53188

TRAFFIC SIGNAL and ACCESS EASEMENT

Parcel ID Number: WAKC 1005975

After recording return to:
City Attorney
City of Waukesha
201 Delafield Street
Waukesha WI 53188-3646

The Grantor, Griffin Ford, Inc., a Wisconsin corporation, located at 1940 E. Main Street, Waukesha, Wisconsin, for a good and valuable consideration, hereby conveys to the Grantee, the City of Waukesha, a Wisconsin municipal corporation, located at 201 Delafield Street, Waukesha, Wisconsin, a Traffic Signal and Access Easement across and upon the following-described real property in Waukesha County, Wisconsin, referred to as the Easement Area, subject to all the terms stated below:

Legal Description of the Easement Area and Map of the Easement Area:

See attached Exhibit A.

Terms of Easement

1. **Grant of Easement.** The Grantor grants to the Grantee a perpetual easement and right-of-way over, upon and beneath the surface of the Easement Area to construct, operate, inspect, maintain, repair, improve, supplement, reconstruct, and remove traffic signal apparatus and facilities; along with a right of ingress and egress across the real property which the Easement Area burdens, as reasonably required for the Grantee and the Grantee's contractors to perform such work. During times at which such work is being done, Grantee and Grantee's contractors may also place equipment and materials within the Easement Area as reasonably required to perform such work. During any period of construction or maintenance the Grantee shall keep the area neat and orderly to allow the Grantor to access to the property. Upon completion of construction or maintenance, Grantee shall remove all material and equipment.
2. **Warranty of Title.** Grantor warrants to Grantee that Grantor has fee simple title to the Easement Area and can grant the easement described in this instrument to Grantee without the permission or consent or participation of any third party. Grantor will defend the claims of any such third party and indemnify the Grantee from any costs arising therefrom.
3. **Restrictions within Easement Area.** Grantor, and any persons or entities under contract with Grantor or subject to Grantor's direction or control, shall not do any of the following within the Easement Area without the expressed, written, prior approval of the Grantee:
 - a. Place or construct any buildings, barriers or other permanent structures which reasonably should be expected to interfere with Grantee's rights granted in Section 1.
 - b. Place any items or do any acts which reasonably should be expected to interfere with Grantee's rights granted in Section 1.

4. **Consistent Uses Allowed.** The Grantor reserves the right to use the Easement Area for purposes that will not interfere with the rights granted to Grantee by this instrument. The grantee shall not be responsible for the maintenance, repair, or replacement of any improvements placed within the Easement Area by the Grantor, whether the improvements are above or below grade.
5. **Covenants Run with Land.** All terms and conditions of this instrument shall run with the land, shall be binding upon and inure to the benefit of, all of Grantor's and Grantee's successors in interest.
6. **No Waiver by Non-Use.** Neither non-use nor limited use of the rights granted by this instrument shall constitute a waiver or partial waiver of later exercise and enforcement of such rights.
7. **Governing Law.** This instrument shall be construed and enforced in accordance with the laws of the State of Wisconsin.
8. **Entire Agreement.** This instrument sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and recorded in the office of the Register of Deeds of Waukesha County, Wisconsin.
9. **Notices.** All notices to either party to this instrument shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known, the party giving notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.
10. **Severability.** If any term or condition of this instrument is deemed invalid or unenforceable by a court of competent jurisdiction, such invalid or unenforceable provision shall be severed, and the remainder shall remain fully enforceable.
11. **Waiver.** Waiver of the right to exercise any right granted by this instrument shall not be deemed, inferred or construed by the acts or inactions of the parties, and shall only be effective if expressly stated, in writing, by the waiving party.
12. **No Public Dedication.** The rights granted by this instrument shall not be deemed to be a public dedication of any fee interest in the Easement Area.

Conveyance made this 12 day of December, 2022.

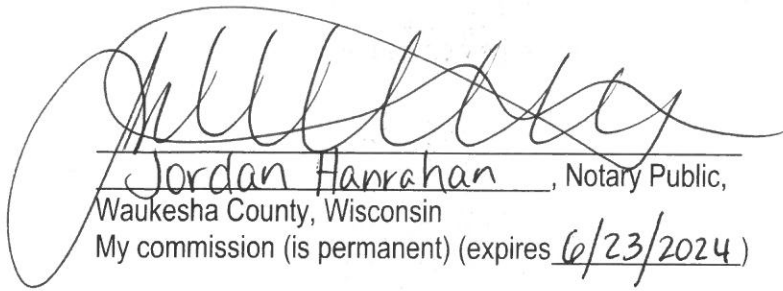
Grantor: **Griffin Ford, Inc.**

Rob Collins
 By: _____
 Title: Authorized Agent

Service Director
 By: _____
 Title: _____

State of Wisconsin }
 Waukesha County } ss.

_____ and Rob Collins personally, came before me this 13th day of December, 2022, and are known to me to be the persons who executed this instrument in the indicated capacities and acknowledged the same.


Jordan Hanrahan, Notary Public,
Waukesha County, Wisconsin
My commission (is permanent) (expires 6/23/2024)



Grantee: City of Waukesha

By Shawn N. Reilly, Mayor

Attest: Gina L. Kozlik, City Clerk

State of Wisconsin
} ss.
Waukesha County

Shawn N. Reilly and Gina L. Kozlik personally came before me this _____ day of _____, 2022, and are known to me to be the persons who executed this instrument in the indicated capacities and acknowledged the same.

_____, Notary Public,
Waukesha County, Wisconsin
My commission (is permanent) (expires _____)

This instrument was drafted by Julie M. Gay
Asst. City Attorney, Waukesha, Wisconsin.