

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") is made and entered into effective the 29th day of June, 2010, by and between FRED-Lathers, LLC (referred to as "Property Owner") and the City of Waukesha, Wisconsin (Waukesha).

RECITALS

WHEREAS, Property Owner is the owner of the property identified as Outlot 2 on the attached Exhibit A, in Waukesha County, Wisconsin ("Subject Property"); and

WHEREAS, Waukesha is interested in purchasing the Subject Property for the possible installation and operation of a municipal pumping and treatment facility; and

WHEREAS, to further investigate the possible suitability of a well pumping and treatment facilities on the Subject Property, Waukesha proposes to access the Subject Property to conduct site assessment activities; and

WHEREAS, the site assessment activities will include making environmental inspections, surveys, and appraisals; and

WHEREAS, Waukesha and Property Owner wish to enter into this Agreement to facilitate Waukesha's access to the Subject Property for the performance of the site assessment.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants herein contained, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Waukesha and Property Owner agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein by this reference.
2. **Access.**
 - a. Property Owner hereby grants to Waukesha and its employees, agents, consultants, contractors, and subcontractors access to the Subject Property for the limited purpose of conducting a site assessment on the subject property. *
 - b. Waukesha, its officers, agents, and employees will have the right to enter the Subject Property at reasonable times and in a reasonable manner for the purpose of conducting the site assessment.
 - c. Waukesha will provide a written notice to the Property Owner of their intent to begin site assessment activities five (5) days' prior to initiating assessment activities.
3. **Term.** This Agreement shall be in effect until such time as the site assessment has been completed to the satisfaction of Waukesha, but in no event for longer than six (6) months for the date of this agreement.


** Material alterations or sub-soil investigations shall not be permitted hereunder without the Property Owner's prior written consent.*

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4. **Use and Enjoyment.** Except as herein granted, Property Owner shall continue to have full use and enjoyment of, and access to, the Subject Property and have the right to any use that is not inconsistent with this Agreement.
5. **Performance of Activities.** Waukesha and its employees, agents, consultants, and subcontractors shall perform all work under this Agreement in a good, workmanlike manner using that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.
6. **Damage to Property.** Waukesha and its employees, agents, consultants, and contractors shall take reasonable precautions to minimize damage to the Subject Property from the performance of the site assessment. Upon conclusion of the site assessment, Waukesha agrees to reasonably restore the Subject Property. Waukesha further agrees to pay for any crop damage.


IN WITNESS HERETO, THE DULY AUTHORIZED AGENTS OF THE PARTIES AFFIX THEIR SIGNATURES FOR THE Right of Entry agreement between FRED-Lathers, LLC and the City of Waukesha, Wisconsin.

Owner: FRED-Lathers, LLC

By: 
Brett K. Miller, Vice President of Fiduciary
Real Estate Development, Inc.,
its Managing Member

Date: July 1, 2010

Waukesha Water Utility:

By: 
Daniel S. Duchniak, P.E.
General Manager

Date: 6/29/10