

AMENDED & RESTATED ACCESS EASEMENT AGREEMENT

This document is not a "conveyance" as defined under Section 77.21(1) of the Wisconsin Statutes and is not subject to the Wisconsin real estate transfer fee.

4214950

 REGISTER OF DEEDS
 WAUKESHA COUNTY, WI
 RECORDED ON

 June 28, 2016 08:33 AM
 James R Behrend
 Register of Deeds

 19 PGS
 TOTAL FEE:\$30.00
 TRANS FEE:\$0.00

Book Page -



Recording Area

Name and Return Address:

John P. Starkweather

Boardman & Clark LLP

P.O. Box 927

Madison, WI 53701-0927

See Exhibits

Parcel Identification Number (PIN):

RECITALS

- A. **DEFINITIONS.** Words set off in initial capital letters are defined terms that have the specific meanings ascribed to them below. Any other capitalized terms not defined in this agreement will have the same meanings ascribed to them in the Existing Easement (defined below). If a capitalized term defined in this agreement is given a different meaning than the definition given to the same capitalized term in the Existing Easement, then the definition given to that term in this agreement will prevail.
- A.1 "Access Easement Parcels" means the real property described on *Exhibit E* to this agreement.
- A.2 "Additional Benefited Parcels" means the real property described on *Exhibit D* to this agreement.
- A.3 "Additional Grantees" means the owner or owners, from time to time, of one or more of the Additional Benefited Parcels.

- A.4 “Existing Easement” means the Access and Drainage Easement Agreement recorded August 4, 1999 with the Register of Deeds for Waukesha County, Wisconsin as Document No. 2490231, Reel 2952, Images 19-36, between Fleming Companies, Inc. (predecessor in interest to LIG) and Wilde.
- A.5 “Extension” means the grant by LIG of an extension of the benefits of the access easement described in *Section 1* below, but only to the Additional Grantees, only for the benefit of the Additional Benefited Parcels, and only in accordance with the terms of *Section 2* below.
- A.6 “Grantees” means Wilde, WRC, and Woodman’s, and any Additional Grantee to which or to whom an Extension is granted under *Section 2* below.
- A.7 “Grantee Parcels” means the Wilde Parcel and the Woodman’s Parcel, and any Additional Benefitted Parcels to which an Extension is granted under *Section 2* below.
- A.8 “LIG” means LIG WAUKESHA, LLC, a Wisconsin limited liability company. LIG is the successor in title to Fleming Companies, Inc. with respect to the LIG Parcel.
- A.9 “LIG Parcel” means the real property described on *Exhibit A*.
- A.10 “Lot 2 Owner” means the owner, from time to time, of the Lot 2 Parcel.
- A.11 “Lot 2 Parcel” means LOT 2 OF CERTIFIED SURVEY MAP 5415, RECORDED JANUARY 31, 1988 IN VOLUME 43 OF CERTIFIED SURVEY MAPS, PAGES 301 TO 305, INCLUSIVE, AS DOCUMENT NO. 1464703, BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 4530, WHICH IS A REDIVISION OF CERTIFIED SURVEY MAP NO. 4379, AND ALSO PARTS OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.
- A.12 “Wilde” means WILDE FAMILY LIMITED PARTNERSHIP, for itself and as successor in interest to Waukesha State Bank, Successor Trustee

of Trusts created under a Trust Agreement dated December 28, 1976 between Harold L. Wilde and Mary Ann Wilde, Initial Trustee.

A.13 "Wilde Parcel" means the real property described on *Exhibit B*.

A.14 "WRC" means WRC WAUKESHA, LLC, a Wisconsin limited liability company, of which Woodman's is the manager.

A.15 "Woodman's" means WOODMAN'S FOOD MARKET, INC., a Wisconsin corporation.

A.16 "Woodman's Parcel" means the area described on *Exhibit C*, and includes real estate owned by both Woodman's and WRC.

B. **BACKGROUND.** LIG and Wilde are parties to the Existing Easement. The boundaries of the property owned by Wilde have changed since the recording of the Existing Easement. LIG wishes to extend the benefits of the access easement described in the Existing Easement to Wilde, WRC, and Woodman's, and possibly, in the future, to the Additional Grantees. Under the Existing Easement, however, LIG may not do so without: (i) requiring those third parties to share in the Maintenance Costs; and (ii) obtaining Wilde's written consent. The parties are entering into this agreement to satisfy those conditions and to evidence their agreement as to the sharing of Maintenance Costs.

C. **EFFECT.** This agreement supersedes and replaces only the provisions of the Existing Easement with respect to the access easement granted in that instrument (and only to the extent expressly stated herein), but does not affect any of the provisions of the Existing Easement that relate to the drainage easement, specifically Sections 2 and 3 of the Existing Easement.

AGREEMENT. Each party agrees as follows, effective as of the date upon which this agreement is recorded in the real property records of Waukesha County, Wisconsin.

1. **GRANT.** LIG hereby confirms and GRANTS, SELLS, and CONVEYS unto Grantees, and their successors in title to the Grantee Parcels, a perpetual, non-exclusive right-of-way and easement of pedestrian and vehicular access for ingress and egress in, over, upon, and across the Access Easement Parcels; for the use of Grantees and, without limitation, their respective tenants, employees, customers, invitees, agents, contractors,

and assigns. This easement will run with the land, appurtenant to and for the benefit of the Grantee Parcels, and binding and burdening the LIG Parcel. Grantees hereby accept the foregoing easement, subject to all of the other provisions of this agreement.

2. **EXTENSIONS.** LIG may hereafter unilaterally grant Extensions, without the consent of Wilde, WRC, or Woodman's, but only to the Additional Grantees and only with respect to the Additional Benefited Parcels, by executing and recording Extensions in the form of *Exhibit F*, which must be signed and accepted by the Additional Grantees, and which must indicate the Additional Grantee's share of Maintenance Costs. Any other extension remains subject to the consent of Grantees. Grantees acknowledge that other parties, including the Lot 2 Owner, may have access rights to the Access Easement Parcels by virtue of separate recorded or unrecorded instruments.
3. **IMPROVEMENTS.** WRC agrees, at its sole expense (but subject to its right to seek contribution from Woodman's and the Additional Grantees, but not from LIG or Wilde), to improve the Access Easement Parcels from the point at which they intersect State Highway 164 (also known as Les Paul Drive) to and including its intersection with the Woodman's Parcel by creating a total of three lanes: two for traffic turning left or going straight, and one for traffic turning right, according to the diagram attached as *Exhibit G*. From and after the execution and recording of this agreement, the plans attached as *Exhibit G* may not be changed without the consent of all parties hereto. WRC will use reasonable efforts to minimize the disruption to each party's access to its respective parcel over and across the Access Easement Parcels during construction of the improvements. Without limiting the generality of the foregoing, in constructing the above-described improvements, WRC shall not materially interfere with Wilde's access to the Wilde Parcel, WRC acknowledging that the portion of the Access Easement Parcels upon which such construction will be conducted provides the principal access to Wilde's existing Honda dealership. At no time during such construction or future maintenance, repair or replacement of the same, shall adequate access to the Wilde Parcel via the Access Easement Parcels be blocked or prevented.
4. **MAINTENANCE.**

- a. **LIG Maintenance.** LIG shall maintain, or cause to be maintained, the Access Easement Parcels in a sightly, safe condition, and good state of repair; and reasonably free of rubbish, surface water, ice, and snow; and shall keep the Access Easement Parcels adequately drained, paved, striped, and, to the extent required by any governmental authority with jurisdiction over the Access Easement Parcels, furnished with adequate directional markers and traffic/parking control signs and devices. Any unpaved portions of the Access Easement Parcels shall be mowed and kept litter-free. The minimum standard of maintenance for the improved Access Easement Parcels shall be comparable to the standard of maintenance required by the City of Waukesha, Wisconsin. The Access Easement Parcels shall be maintained by LIG in compliance with all applicable governmental laws, rules, regulations, orders, and ordinances.
- b. **Grantee License.** Grantees each hereby grant to LIG, its agents and employees a license to enter upon the Grantee Parcels, as reasonably necessary to discharge the duties to operate, maintain and repair the Access Easement Parcels.
- c. **Invoice of Maintenance Costs.** LIG shall expend only such funds as are reasonably necessary for the operation, maintenance, repair, replacement, and improvement of the Access Easement Parcels (the "Maintenance Costs"). LIG shall, semiannually on June 30 and December 31 of each calendar year, submit to Grantees an invoice for the Maintenance Costs, including a management fee for LIG in an amount equal to ten percent of the Maintenance Costs, payable to LIG for operating and maintaining the Access Easement Parcels for the previous six months. The invoice shall be in form and content reasonably acceptable to Grantees and shall be sufficient in Grantees' reasonable discretion to explain the Maintenance Costs for such six-month period and shall include the allocation of such Maintenance Costs to LIG, Grantees, and others as provided below. LIG may prepare and deliver to Grantees once each six-month period an invoice for any services performed by LIG over and above the routine maintenance services described herein, e.g., a resurfacing or replacement of the road within the Access Easement Parcels.

Notwithstanding the foregoing, LIG shall have the right to make emergency repairs to the Access Easement Parcels to prevent injury or damage to a person or property, it being understood that LIG shall nevertheless advise Grantees of such emergency condition as soon as reasonably possible, including the corrective measures taken and the cost thereof.

- d. **Allocation and Payment.** For the term of this agreement, Maintenance Costs shall be allocated as follows: (i) to the LIG Parcel, 50%; (ii) to the Wilde Parcel, 18.84%; and (iii) to the Woodman's Parcel, 31.16%.
 - i. Grantees acknowledge that LIG may have currently, or may in the future enter into, a separate cost sharing agreement with the Lot 2 Owner to allocate a share of Maintenance Costs between the LIG Parcel and the Lot 2 Parcel. Any party to this agreement may make a separate agreement in the future with any other party hereto to allocate or reallocate its respective percentage shares of Maintenance Costs, but no such allocation or reallocation shall affect the percentage share of anyone not party to that future agreement.
 - ii. Each of the Grantees shall pay to LIG its allocable share of the Maintenance Costs within 30 days after receipt of any invoice described herein. LIG shall keep a full and accurate set of proper books and records of all Maintenance Costs at LIG's principal place of business in the State of Wisconsin for a period of at least one year after expiration of each calendar year or partial calendar year during the term hereof, and each of the Grantees shall have the right, within such one year period, to inspect or audit LIG's books and records of all Maintenance Costs. LIG shall be obligated to pay the proportionate share of the Maintenance Costs set forth above for the LIG Parcel and the Lot 2 Parcel, and shall promptly pay all of the Maintenance Costs to the third parties owed such amounts before any late payment penalties or lien rights accrue on such amounts.

- e. **Casualty.** If the Access Easement Parcels or any portion thereof are damaged or destroyed by any cause whatsoever, whether insured or uninsured, during the term of this agreement, other than damage caused by ordinary use or wear and tear or construction damage as described below, LIG shall repair or restore such Access Easement Parcels; but LIG is not obligated to undertake such repair or restoration until LIG has received each Grantee's share of the funds necessary for repair or restoration, or such other assurances, as LIG deems reasonably necessary, that those funds will be available. If any damage or destruction of the Access Easement Parcels is caused in whole or in part by any party hereto or any third party, then LIG and the Grantees each reserve and retain the right to proceed against such other party or third party for indemnity, contribution, or damages.
- f. **Obligation to Pay.** Each of the Grantees shall be obligated to pay its proportionate share of the Maintenance Costs, as set forth in *Section 4(d)* above. None of the Grantees may be exempted from liability to contribute toward payment of the Maintenance Costs by waiver of the use or enjoyment of any of the Access Easement Parcels or by abandonment of the Grantee Parcels.
- g. **Late Payment Penalty.** If any of the Grantees defaults in paying any Maintenance Costs or any other sum assessed against it, or otherwise due or payable hereunder, which default or failure to pay continues for a period of thirty days after the date of receipt of the invoice for such Maintenance Costs or other sums or assessments, then any defaulting Grantee shall be obligated to pay a late payment penalty in the amount of five percent of the entire amount of the installment of Maintenance Costs or other sums or assessments which were due, provided written notice thereof is given to Grantee, together with interest on the amount of such assessment or sums otherwise due from the date of receipt of the invoice for such assessment or sums otherwise due at twelve percent per annum (the "Default Rate").
- h. **Default in Payment of Maintenance Costs.** In addition to the late payment penalty set forth in *Section 4(g)* above, LIG shall have the right to recover such Maintenance Costs, together with interest

thereon at the Default Rate, and the expenses of the proceedings, including reasonable attorneys' fees, in an action brought against any defaulting Grantee.


5. **CONSTRUCTION DAMAGE.** If, in the course of construction of any improvements on the LIG Parcel, any of the Grantee Parcels or any adjacent property subsequently owned by any party hereto, any damage shall occur on any other Parcel or to the Access Easement Parcels or Drainage Easement Parcel arising out of or resulting from such construction (e.g., damage to the asphalt or paving on any parcel as a result of the passage of heavy vehicles over such asphalt or paving), then the owner constructing such improvements shall be liable for and shall, at its sole cost, promptly repair and/or replace any damage to another Parcel or to the Access Easement Parcels or the Drainage Easement Parcel and shall take such further steps as are necessary or advisable to prevent or minimize such damage.
6. **NOT A PUBLIC DEDICATION.** Nothing contained in this agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the real property described hereinto the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this agreement will be strictly limited to and for the purposes expressed herein.
7. **INSURANCE AND INDEMNIFICATION.** LIG will maintain or cause to be maintained in full force and effect a Commercial General Liability Insurance Policy covering the Access Easement Parcels. LIG covenants to defend, protect, indemnify and hold harmless each Grantee and its respective directors, officers, agents, representatives, and employees from and against all claims, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities (including attorney's fees and cost of suit) asserted or incurred in connection with or arising as a result of the death of, or any injury, loss or damage whatsoever to any person, or to the property of any person, as shall occur due to: (i) the performance or failure to perform by LIG of its duties or obligations under this agreement with respect to the maintenance and operation of the Access Easement Parcels; or (ii) the negligence or the willful act or omission of LIG in its use of the Access Easement Parcels. Each of the Grantees hereby covenants to defend, protect, indemnify, and hold harmless LIG and its respective

directors, officers, agents, representatives, and employees from and against all claims, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities (including attorney's fees and cost of suit) asserted or incurred in connection with or arising as a result of the death of, or any injury, loss or damage whatsoever to any person, or to the property of any person, as shall occur due to the negligence or willful act or omission of the Grantee in its use of the Access Easement Parcels.

8. **ESTOPPEL LETTER.** Each party hereto covenants that, within ten days after the written request of any other party, the party so requested shall deliver a letter stating: (i) the date of this agreement and any amendments thereto; (ii) that this agreement is in full force and effect; (iii) that, to the extent of such party's actual knowledge, no party is in default under this agreement, and that there exist no defenses or offsets to the enforcement hereof; (iv) that such party is not subject to any bankruptcy, insolvency, or similar proceedings in any federal, state, or other court or jurisdiction; and (v) any other information or statement reasonably requested.
9. **NOTICES.** All notices required under this agreement or given for reasons arising out of the same shall be in writing. Such notices shall be deemed given as follows: (i) upon receipt, if delivered by hand or by facsimile; (ii) on the second business day after mailing in the United States mail, postage prepaid, certified mail, return receipt requested; or (iii) on the first business day after depositing with a nationally-recognized, overnight commercial courier service, airbill prepaid. Each notice must be addressed to the other party at the address set forth in their respective signature blocks below, or to such other address as a party may, by the giving of notice as provided herein, designate from time to time.
10. **SEVERABILITY.** If any provision, clause, or part of this agreement, or application of the same under certain circumstances, is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect any of the other terms or provisions of this agreement, and the same shall continue to be effective to the fullest extent permitted by law.
11. **GOVERNING LAW.** This Agreement concerns property located in the State of Wisconsin and shall be governed by and construed in accordance with the laws of the State of Wisconsin.

12. **RELATIONSHIP OF THE PARTIES.** The parties hereto acknowledge that neither party is an agent for the other party and that no party shall or can bind or enter into agreements for the other party.
13. **ENTIRE AGREEMENT.** This agreement and the documents referred to in this agreement and to be delivered pursuant to this agreement constitute the entire agreement among the parties regarding the easements created hereunder and the other matters expressly set forth herein.
14. **SUCCESSORS AND ASSIGNS.** The rights and obligations hereunder shall bind and benefit LIG and each of the Grantees and their respective heirs, successors, and assigns.
15. **COUNTERPARTS.** This agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument and any party hereto may execute this agreement by signing any such counterpart.
16. **PARKING.** LIG and each of the Grantees hereby agree that no parking is or shall be permitted upon any part of the Access Easement Parcels. Notwithstanding the foregoing, the parties hereto acknowledge that Wilde has asserted an adverse possession claim over a portion of the Access Easement Parcels abutting the west boundary of the Wilde Parcel. Nothing in this agreement, including specifically this Section 16, shall be construed either (a) as a waiver or other diminution of that asserted claim by Wilde; or (b) an assent by any other party regarding the status or validity of such claim.

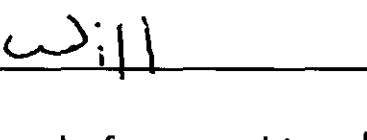
LIG WAUKESHA, LLC

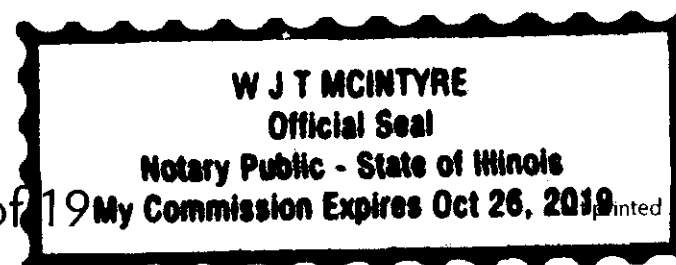
By: 
Andrew Robbins, Manager

Address for notices:
2803 Butterfield Road, Suite 310
Oak Brook, IL 60523

STATE OF ILLINOIS)
) ss.
COUNTY OF Will)

Personally came before me this 16 day of
June, 2016, Andrew Robbins, to me
known to be the person who executed the
foregoing instrument and acknowledged the same.


Print or Type Name: WJT McIntyre
Notary Public, State of Illinois
My Commission: Oct 26, 2019



<p>WILDE FAMILY LIMITED PARTNERSHIP</p> <p>By: <u>Mary Ann Wilde</u> Name: <u>MARY Ann Wilde</u> Title: <u>General Partner</u></p> <p>Address for notices: 1603 E. Moreland Boulevard Waukesha, WI 53186</p>	<p>STATE OF FLORIDA) COUNTY OF <u>Sarasota</u>) ss.</p> <p>Personally came before me this <u>3rd</u> day of <u>June</u>, 2016, <u>Mary Ann Wilde</u>, to me known to be the person who executed the foregoing instrument and acknowledged the same.</p> <p>Print or Type Name: <u>Tracy Cobb</u> Notary Public, State of Florida My Commission: <u>11-9-16</u></p>
<p>WRC WAUKESHA, LLC</p> <p>By: Woodman's Food Market, Inc., Its Manager</p> <p>By: <u>[Signature]</u> Clint Woodman, Vice President</p> <p>Address for notices: 2631 Liberty Lane Janesville, WI 53545</p>	<p>STATE OF WISCONSIN) COUNTY OF <u>Rock</u>) ss.</p> <p>Personally came before me this <u>20th</u> day of <u>June</u>, 2016, Clint Woodman, to me known to be the person who executed the foregoing instrument and acknowledged the same.</p> <p>Print or Type Name: <u>Kristin L. Popp</u> Notary Public, State of Wisconsin My Commission: <u>3/27/2018</u></p>
<p>WOODMAN'S FOOD MARKET, INC.</p> <p>By: <u>[Signature]</u> Clint Woodman, Vice President</p> <p>Address for notices: 2631 Liberty Lane Janesville, WI 53545</p>	<p>STATE OF WISCONSIN) COUNTY OF <u>Rock</u>) ss.</p> <p>Personally came before me this <u>20th</u> day of <u>June</u>, 2016, Clint Woodman, to me known to be the person who executed the foregoing instrument and acknowledged the same.</p> <p>Print or Type Name: <u>Kristin L. Popp</u> Notary Public, State of Wisconsin My Commission: <u>3/27/2018</u></p>

Drafted by: John P. Starkweather, Boardman & Clark LLP, PO Box 927, Madison, WI 53701

Exhibit A—Legal Description of LIG Parcel

LOT 1 OF CERTIFIED SURVEY MAP 5415, RECORDED JANUARY 31, 1988 IN VOLUME 43 OF CERTIFIED SURVEY MAPS, PAGES 301 TO 305, INCLUSIVE, AS DOCUMENT NO. 1464703, BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 4530, WHICH IS A REDIVISION OF CERTIFIED SURVEY MAP NO. 4379, AND ALSO PARTS OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

COMMONLY KNOWN AS 1531 E. MORELAND BOULEVARD, WAUKESHA, WISCONSIN

TAX KEY NO. WAKC 1007003

Exhibit B—Legal Description of Wilde Parcel

PARCEL I

Lot 1 of Certified Survey Map No. 11196, recorded July 9, 2014, as Document No. 4088312, being a redivision of Certified Survey Map Nos. 10729, 10534 and 9751 and being a part of the Northwest 1/4 and Northeast 1/4 of the Southwest 1/4 and the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 36, Town 7 North, Range 19 East, in the City of Waukesha, County of Waukesha, State of Wisconsin.

Tax Key No. WAKC 1007.040

PARCEL II

Lot 2 of Certified Survey Map No. 11196, recorded July 9, 2014, as Document No. 4088312, being a redivision of Certified Survey Map Nos. 10729, 10534 and 9751 and being a part of the Northwest 1/4 and Northeast 1/4 of the Southwest 1/4 and the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 36, Town 7 North, Range 19 East, in the City of Waukesha, County of Waukesha, State of Wisconsin.

Tax Key No. WAKC 1007.039

Exhibit C—Legal Description of Woodman's Parcel

OWNER:	LEGAL DESCRIPTION:	TAX PARCEL ID NO.:
Woodman's Food Market, Inc.	Lot 1, CSM 10943, Recorded on February 3, 2012, as Document No. 3891684	WAKC 1007041
Woodman's Food Market, Inc.	Lot 2, CSM 10943, Recorded on February 3, 2012, as Document No. 3891684	WAKC 1007042
Woodman's Food Market, Inc.	Lot 3, CSM 10944, Recorded on February 3, 2012, as Document No. 3891685	WAKC 1007043
Woodman's Food Market, Inc.	Lot 7, CSM 10944, Recorded on February 3, 2012, as Document No. 3891685	WAKC 1007044
Woodman's Food Market, Inc.	Lot 5, CSM 10945, Recorded on February 3, 2012, as Document No. 3891686	WAKC 1007046
Woodman's Food Market, Inc.	Lot 4, CSM 10946, Recorded on February 3, 2012, as Document No. 3891687	WAKC 1007049
WRC Waukesha LLC	Outlot 1, CSM 10944, Recorded on February 3, 2012, as Document No. 3891685	WAKC 1007045
WRC Waukesha LLC	Outlot 4, CSM 10945, Recorded on February 3, 2012, as Document No. 3891686	WAKC 1007048
WRC Waukesha LLC	Outlot 3, CSM 10946, Recorded on February 3, 2012, as Document No. 3891687	WAKC 1007050

Exhibit D—Legal Description of Additional Benefitted Parcels

JELIVANN WAUKESHA, LLC or Culver's or Waukesha State Bank as applicable	Lot 6, CSM 11104, Recorded on October 7, 2013, as Document No. 4045895	TBD
JELIVANN WAUKESHA, LLC or Culver's or Waukesha State Bank as applicable	Lot 7, CSM 11104, Recorded on October 7, 2013, as Document No. 4045895	TBD
JELIVANN WAUKESHA, LLC or Culver's or Waukesha State Bank as applicable	Lot 8, CSM 11104, Recorded on October 7, 2013, as Document No. 4045895	TBD

Exhibit E—Access Easement Parcels

PARCEL 1:

ALL THAT PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 36, TOWN 7 NORTH, RANGE 19 EAST, CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN, BEING A PART OF LOT 1 OF CERTIFIED SURVEY MAP 5415, RECORDED JANUARY 1, 1988 IN VOLUME 43 OF CERTIFIED SURVEY MAPS, PAGES 301 TO 305, INCLUSIVE, AS DOCUMENT NO. 1464703, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 OF CERTIFIED SURVEY MAP NO. 5415 RECORDED IN VOLUME 43 OF CERTIFIED SURVEY MAPS ON PAGES 301-305 INCLUSIVE AS DOCUMENT NO. 1464703 IN THE WAUKESHA COUNTY REGISTRY; THENCE NORTH 03° 40' 13" WEST 638.317 FEET TO THE SOUTHERLY LINE OF U.S.H. "18"; THENCE NORTH 75° 44' 28" EAST ALONG SAID LINE 61.039 FEET; THENCE SOUTH 03° 40' 13" EAST 686.501 FEET; THENCE SOUTH 72° 43' 13" WEST 61.733 FEET; THENCE NORTH 03° 40' 13" WEST 51.333 FEET TO THE PLACE OF BEGINNING. CONTAINING 41,289 SQUARE FEET (0.948 ACRES) OF LAND.

PARCEL 2:

ALL THAT PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 36, TOWN 7 NORTH, RANGE 19 EAST, CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN, BEING A PART OF LOT 1 OF CERTIFIED SURVEY MAP 5415, RECORDED JANUARY 1, 1988 IN VOLUME 43 OF CERTIFIED SURVEY MAPS, PAGES 301 TO 305, INCLUSIVE, AS DOCUMENT NO. 1464703, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 OF CERTIFIED SURVEY MAP NO. 5415 RECORDED IN VOLUME 43 OF CERTIFIED SURVEY MAPS ON PAGES 301-305 INCLUSIVE AS DOCUMENT NO. 1464703 IN THE WAUKESHA COUNTY REGISTRY; THENCE SOUTH 03° 40' 13" EAST 51.333 FEET; THENCE NORTH 72° 43' 13" EAST 61.733 FEET TO THE PLACE OF BEGINNING OF SAID 60 FEET WIDE ACCESS EASEMENT; THENCE CONTINUING NORTH 72° 43' 13" EAST ALONG THE SOUTH LINE OF MAP NO. 5415, 184.95 FEET; THENCE EASTERLY 180.532 FEET ALONG SAID SOUTH LINE AND THE ARC OF A CURVE OF RADIUS 356.752 FEET, CENTER LIES TO THE SOUTH, CHORD BEARS NORTH 87° 13' 02.5" EAST 178.611 FEET; THENCE SOUTH 78° 17' 08" EAST ALONG SAID SOUTH LINE 204.419 FEET TO THE WEST RIGHT-OF-WAY LINE OF S.T.H. 164 (FORMERLY C.T.H. A); THENCE NORTH 15° 40' 22" EAST ALONG SAID WEST RIGHT-OF-WAY LINE 60.143 FEET; THENCE NORTH 78° 17' 08" WEST

Exhibit E—Access Easement Parcels

208.572 FEET; THENCE WESTERLY 210.894 FEET ALONG THE ARC OF A CURVE OF RADIUS 416.752 FEET, CENTER LIES TO THE SOUTH, CHORD BEARS SOUTH $87^{\circ} 13' 02.5''$ WEST 208.651 FEET; THENCE SOUTH $72^{\circ} 43' 13''$ WEST 170.422 FEET; THENCE SOUTH $03^{\circ} 40' 13''$ EAST 61.733 FEET TO THE PLACE OF BEGINNING. CONTAINING A NET AREA OF 34,793 SQUARE FEET (0.799 ACRES) OF LAND.

Exhibit F—Form of Extension

EXTENSION OF ACCESS EASEMENT AGREEMENT

This document is not a “conveyance” as defined under Section 77.21(1) of the Wisconsin Statutes and is not subject to the Wisconsin real estate transfer fee.

Recording Area

Name and Return Address:

John P. Starkweather
Boardman & Clark LLP
P.O. Box 927
Madison, WI 53701-0927

See Exhibit A

Parcel Identification Number (PIN):

Reference is made to the Amended & Restated Access Easement Agreement recorded with the Waukesha Recorder of Deeds on _____, 2016, as Document No. _____ (the “Access Easement”). The undersigned Grantor hereby extends to the undersigned Grantee the benefits of the Access Easement. The undersigned Grantee accepts the benefits of the Access Easement, and agrees to be bound by all of the terms and conditions of the Access Easement, and agrees that its percentage share of Maintenance Costs is __%, which reduces the share that would otherwise be attributable to Grantor.

[INSERT SIGNATURE BLOCKS & NOTARIES FOR GRANTOR & GRANTEE]

Exhibit G—Plans for Improvements

