

Document Number

**ACCESS EASEMENT
AGREEMENT**

Drafted by and upon recording return to:

Frank Pitsoulakis
CCM – Roosevelt School, LLC
901 S. 70th Street
West Allis, WI 53214

Recording Area

438-0196-001

Tax Key Nos.

This Access Easement Agreement (this "Agreement") is entered into as of August ____, 2016 by and between CCM – ROOSEVELT SCHOOL, LLC ("Grantor") and CITY OF WEST ALLIS, a Wisconsin municipal corporation ("Grantee").

RECITALS

A. Grantor is the owner of certain real property located in the City of West Allis, Wisconsin, which is legally described on **Exhibit A** attached hereto (the "Grantor Property").

B. The Grantor Property is depicted on Certified Survey Map No. _____, recorded on _____ in the Office of the Register of Deeds of Milwaukee County, Wisconsin as Document No. _____ (the "CSM").

C. This Agreement documents all of the terms and conditions relating to the "20' Access Easement for the Benefit of the City of West Allis" over the Property which is depicted and noted in the CSM.

D. Grantee desires that Grantor grant an easement for vehicular access over and across the portion of the Grantor Property legally described on **Exhibit B** attached hereto (the "Easement Area") to allow Grantee to access and maintain, repair, rebuild and operate the electrical sub-station and appurtenances owned by Grantee (the "Grantee Facilities") and located within the area described on **Exhibit C** (the "Sub-Station Land"), and Grantor is willing to grant Grantee such and easement to Grantee, on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the terms and provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledge, IT IS AGREED:

1. **Easement.** Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual non-exclusive easement (the "Access Easement") over, across and upon the Easement Area for the purpose of providing vehicular access to and from the Sub-Station Land to and from 60th Street for the purpose of Grantee maintaining, repairing, rebuilding and operating the Grantee Facilities.

2. **Use of Easement Area.** Grantee shall use the Access Easement solely for the purposes of accessing the Sub-Station Land to maintain, repair, rebuild and operate the Grantee Facilities and for no other purpose. Grantor reserves the right to grant to third parties additional easements affecting the Easement Area without the consent of Grantee. Grantor reserves the right to make any improvements to the Easement Area or the Grantor Property as Grantor desires provided that such improvements shall not prevent access to and from 60th Street and the Sub-Station Land via the Easement Area. If, due to the construction of any improvements to the Grantor Property, the location of the Easement Area needs to be altered, Grantor and Grantee shall work in good faith to modify this Agreement to reflect the location of the new Easement Area.

3. **Maintenance.** Grantee shall be responsible for all costs relating to repairing to any improvements located from time to time on the Grantor Property to the extent such costs arise due to the use of the Easement Area by Grantee. Grantor shall be solely responsible for the removal of snow and ice from the Easement Area.

4. **Restoration.** If, during the course of exercising any of the rights granted to it by the Agreement, Grantee shall damage or disturb any portion of the Grantor Property or the improvements located thereon, Grantee shall restore the Grantor Property and all improvements located thereon which may be damaged during the completion of any repair or maintenance work performed by Grantee to the condition the same or prior to the commencement of such maintenance or repair, all at Grantee's sole cost and expenses.

5. **Liability.** Grantee agrees to save Grantor harmless and indemnify Owner (with legal counsel selected by Grantee and reasonably acceptable to Grantor) from and against any and all claims, demands, costs (including reasonable attorneys' fees), expense, causes of action or obligations, whatsoever, that may or shall arise in connection with the Grantee's use of the Easement Area or its activities on the Sub-Station Land of the Grantor Property except those claims resulting from the negligence of officers, employees or agents of Grantor for whom Grantor is legally responsible. Grantee shall have the right to direct the defense and settle any such claim subject to Grantor's reasonable objections.

6. **Self Help.** If Grantor shall determine that Grantee is not fulfilling its maintenance and repair obligations set forth herein, Grantor shall provide written notification of such defect or condition to Grantee. Grantee shall have thirty (30) days from the date of receipt of such notice to correct the defective conditions and to perform its obligations as required by this Agreement. In the case of non-compliance, Grantor shall have the right, but not the obligation, to perform such obligations with all costs incurred by Grantor in the performance of such obligations being paid by Grantee.

7. **Nature of Easement.** This Agreement and the terms and provisions hereof shall be binding upon the Grantor and Grantee, and their permitted successors and assigns and shall be covenants running with the land.

8. **Amendment.** This Agreement shall not be modified or amended except by written notification, executed and delivered by each of the parties hereto.

9. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

10. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

11. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney fees, from the nonprevailing party.

[Signature Page Follows]

Signature Page to Access Easement Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Access Easement Agreement as of August __, 2016.

CITY OF WEST ALLIS

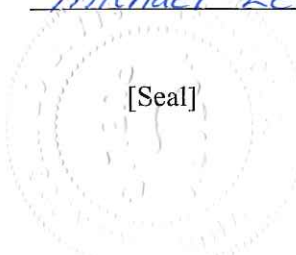
By [Signature]
Name Michael Lewis
Its Director of Public Works/CE

CCM – ROOSEVELT SCHOOL, LLC

By [Signature]
Name ERICH SCHWENKER
Its PRESIDENT

State of Wisconsin)
: SS
Milwaukee County)

This instrument was acknowledged before me on the 22nd day of August, 2016, by Michael Lewis, the Dir. of Public Works/City Engineer of the City of West Allis.



[Seal]

[Signature]
Rebecca C. Fleming
Notary Public, State of Wisconsin
My commission expires on 12-27-19

State of Wisconsin)
: SS
Milwaukee County)

This instrument was acknowledged before me on the 18th day of AUGUST, 2016, by Erich Schwenker, the President of Cardinal Capital Management, Inc., the manager of CCM – Roosevelt School, LLC.

[Seal]

[Signature]
CHRISTOPHER A. GEIGER
Notary Public, State of Wisconsin
My commission expires on 8/28/17

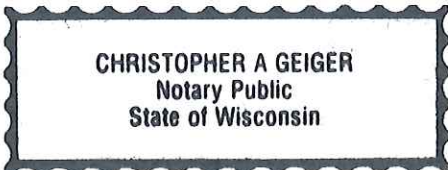


Exhibit A

Legal Description of Grantor Property

Lot 1 of Certified Survey Map No. _____

Exhibit B

Legal Description of Easement Area

A portion of Lot 1 of Certified Survey Map No. _____ described as follows:

See Attached Exhibit

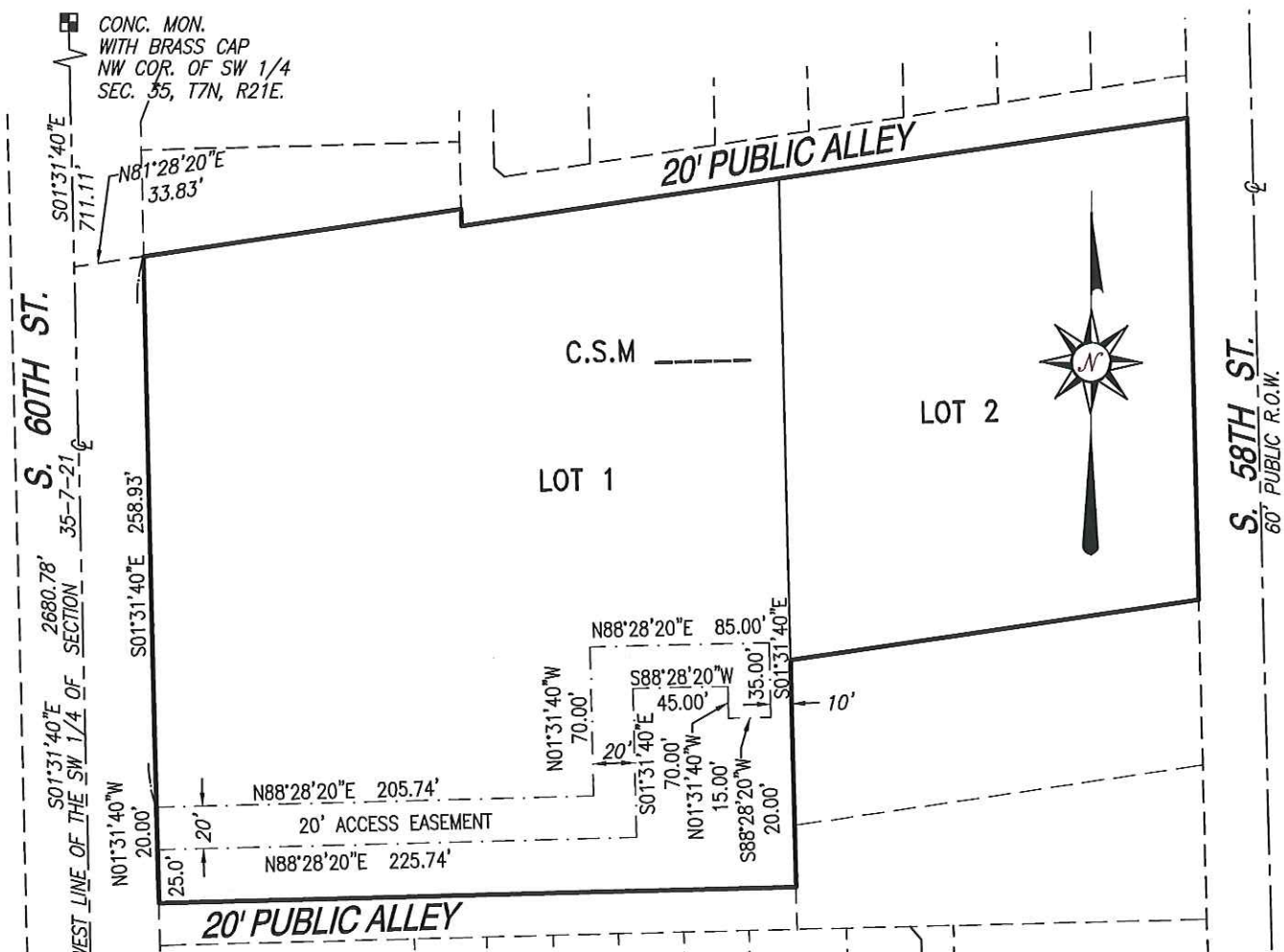
EASEMENT EXHIBIT

SITE ADDRESS

932 South 60th Street, City of West Allis, Milwaukee County, Wisconsin

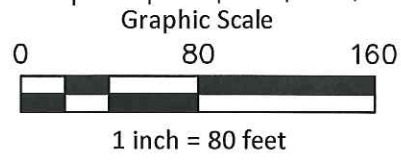
LEGAL DESCRIPTION

Part of Lot 1 of Certified Survey Map No. _____ in the Northwest 1/4 of the Southwest 1/4 of Section 35, Town 7 North, Range 21 East in the City of West Allis, Milwaukee County, Wisconsin bounded and described as follows: Commencing at the Northwest corner of said 1/4 Section; thence South 01°31'40" East along the West line of said 1/4 Section 711.11' to a point; thence North 81°28'20" East 33.83 feet to the Northwest corner of said Lot 1; thence South 01°31'40" East along the West line of said Lot 1 a distance of 258.93' to the point of beginning of lands hereinafter described; thence North 88°28'20" East 205.74' to a point; thence North 01°31'40" West 70.00 feet to a point; thence North 88°28'20" East 85.00 feet to a point; thence South 01°31'40" East 35.00 feet to a point; thence South 88°28'20" West 20.00 feet to a point; thence North 01°31'40" West 15.00 feet to a point; thence South 88°28'20" West 45.00 feet to a point; thence South 01°31'40" East 70.00 feet to a point; thence South 88°28'20" East 225.74' to a point on said West line; thence North 01°31'40" West along said West line 20.00 feet to the point of beginning.



CONC. MON.
WITH BRASS CAP
NW COR. OF SW 1/4
SEC. 35, T7N, R21E.

CONC. MON.
WITH BRASS CAP
SW COR. OF SW 1/4
SEC. 35, T7N, R21E.



CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com
Date: July 18, 2016
Drawing No. 1925-dje

Exhibit C

Legal Description of Sub-Station Land

A portion of Lot 1 of Certified Survey Map No. _____ described as follows:

[insert full description]

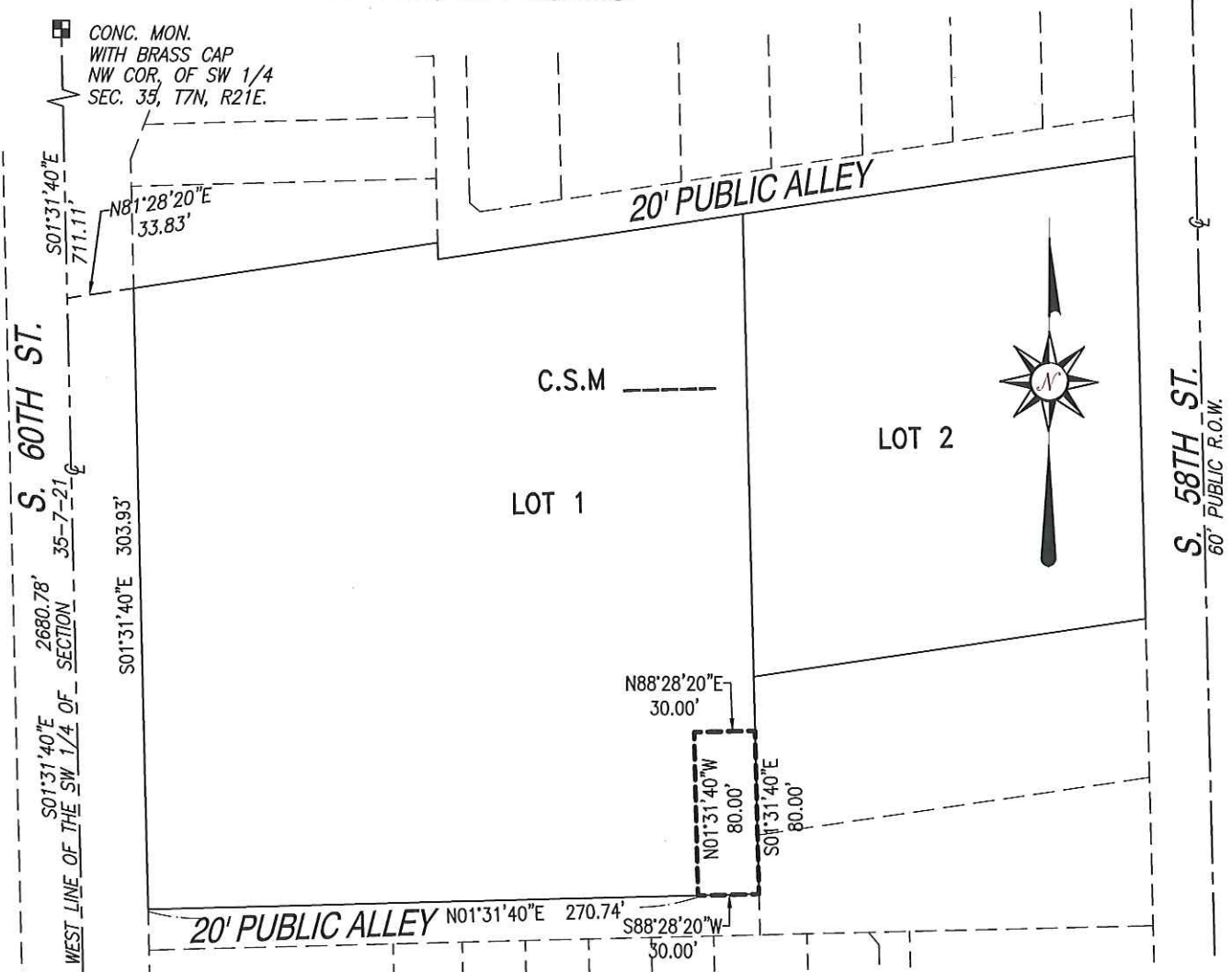
EASEMENT EXHIBIT

SITE ADDRESS

932 South 60th Street, City of West Allis, Milwaukee County, Wisconsin

LEGAL DESCRIPTION

Part of Lot 1 of Certified Survey Map No. _____ in the Northwest 1/4 of the Southwest 1/4 of Section 35, Town 7 North, Range 21 East in the City of West Allis, Milwaukee County, Wisconsin bounded and described as follows: Commencing at the Northwest corner of said 1/4 Section; thence South 01°31'40" East along the West line of said 1/4 Section 711.11' to a point; thence North 81°28'20" East 33.83 feet to the Northwest corner of said Lot 1; thence South 01°31'40" East along the West line of Lot 1 aforesaid 303.93' to the Southwest corner of said Lot 1, thence North 88°28'20" East along the South line of Lot 1 aforesaid 270.74' to the point of beginning of lands hereinafter described; thence North 01°31'40" West parallel with the East line of Lot 1 aforesaid 80.00' to a point; thence North 88°28'20" East parallel with the South line of Lot 1 aforesaid 30.00' to a point on the East line of said Lot 1; thence South 01°31'40" East along said East line 80.00' to the Southeast corner of said Lot 1; thence South 88°28'20" West along the South line of said Lot 1 30.00' to the point of beginning.



CONC. MON.
WITH BRASS CAP
NW COR. OF SW 1/4
SEC. 35, T7N, R21E.

S01°31'40"E
711.11'

N81°28'20"E
33.83'

20' PUBLIC ALLEY

S. 60TH ST.

2680.78'
SECTION 35-7-21

S01°31'40"E
303.93'

C.S.M

LOT 2

LOT 1

N88°28'20"E
30.00'

N01°31'40"W
80.00'

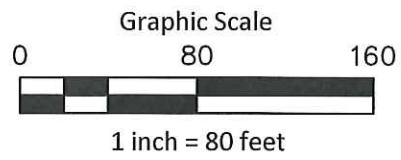
S01°31'40"E
80.00'

20' PUBLIC ALLEY

N01°31'40"E 270.74'

S88°28'20"W
30.00'

CONC. MON.
WITH BRASS CAP
SW COR. OF SW 1/4
SEC. 35, T7N, R21E.



CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204 Date: August 19, 2016
414-224-8068 Drawing No. 1925-dmb
www.chaputlandsurveys.com