

RETURN TO:

Kyle Harmon
Summit-City Realty, LLC
6737 W. Washington St., Suite 2220
West Allis, WI 53214

PARCEL IDENTIFICATION NUMBER:

ACCESS EASEMENT

ACCESS EASEMENT

This ACCESS EASEMENT ("Easement") is made effective as of November 30, 2016 (the "Effective Date"), by the Community Development Authority of the City of West Allis, a separate body politic (the "CDA"), 6682 LLC, a Wisconsin limited liability company ("6682"), and Whitnall-Summit Company, LLC, a Delaware limited liability company ("WSC").

RECITALS

A. The CDA is the owner of certain real property located in West Allis, Milwaukee County, Wisconsin legally described on the attached **Exhibit A** (the "Property"). The Property is currently developed, with a portion of the Property containing a drive aisle depicted on the attached **Exhibit B** (the "Drive Aisle").

B. WSC is the owner of certain real property located in West Allis, Milwaukee County, Wisconsin legally described on the attached **Exhibit C** ("WSC Property"). 6682 is the owner of certain real property located in West Allis, Milwaukee County, Wisconsin legally described on the attached **Exhibit D** ("6682 Property").

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement by CDA. The CDA hereby grants for the benefit of the owner of the WSC Property and the 6682 Property a perpetual non-exclusive easement over and across the Drive Aisle for the purposes of vehicular and pedestrian ingress and egress and for no other purpose. The owner of the Property shall be entitled to temporarily close access to the Drive Aisle for maintenance purposes.
2. Liens. The owner of the WSC Property and the owner of the 6682 Property shall not permit any claim, lien or other encumbrances arising from its use of the easements granted herein to accrue against or attach to the Property.
3. Indemnity. The owner of the WSC Property and the owner of the 6682 Property shall hold harmless, defend and indemnify the CDA from and against all claims, demands, actions or suits, including reasonable attorneys' fees and costs, brought against the CDA arising out of or relating to the use by the owner of the WSC Property and the owner of the 6682 Property (including its agents, employees, contractors, subcontractors, invitees or suppliers) of the Drive Aisle.
4. Insurance. The owner of the WSC Property and the owner of the 6682 Property shall maintain comprehensive general liability insurance, including contractual liability coverage, with a minimum combined single limit of bodily injury, personal injury and property damage coverage of Two Million Dollars (\$2,000,000.00), insuring against all liability arising out of or in connection with the use of the Drive Aisle. Such insurance shall name the CDA as an additional insured, shall specifically include the liability assumed under this Agreement by the owner of the WSC Property (provided, however, that the amount of such insurance shall not be construed to limit the liability of the owner of the WSC Property and the owner of the 6682 Property hereunder), and shall provide that it is primary insurance and not "excess over" or contributory with any other valid, existing and applicable insurance in force for or on behalf of the CDA. The policy shall not eliminate cross-liability and shall contain a severability of interest clause.
5. Easement Runs With the Land. Each covenant and the easement granted pursuant to this Agreement shall run with the land as to all property benefited and burdened by such covenant and easement. The rights, covenants, and obligations of the parties hereto shall bind, burden, and benefit the parties and their respective successors, assigns, lessees, mortgagees, and beneficiaries under any deed of trust.

6. Amendment; Entire Agreement. This Agreement may not be amended except by written agreement signed by the owner of the WSC Property, the owner of the 6682 Property and the CDA. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

7. Severability. Invalidation of any one of the terms or provisions contained herein by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

8. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

[Remainder of page left intentionally blank; signatures on following pages.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WSC:

WHITNALL-SUMMIT COMPANY, LLC,
a Delaware limited liability company

By: Richard G. Carlson
Richard G. Carlson, Managing Member

Date: 11/29/16

CDA:

COMMUNITY DEVELOPMENT
AUTHORITY OF THE CITY OF WEST
ALLIS, a separate body politic.

By: John Stibal

Its: Executive Director

Date: 11-30-16

6682:

6682 LLC, a Wisconsin limited liability company

By: Richard G. Carlson

Its: MANAGING MEMBER

Date: 11/29/16

This instrument was drafted by:

Attorney Bradley Miller
Brix Law LLP

STATE OF WISCONSIN)

SS

MILWAUKEE COUNTY)

Personally came before me this 29th day of November, 2016, the above-named Richard G. Carlson in his capacity as managing member of Whitnall-Summit Company, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.



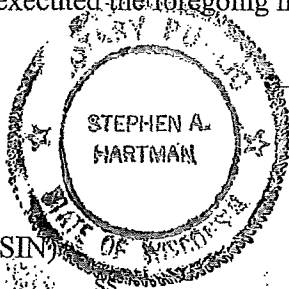
Stephen A. Hartman
Notary Public, State of Wisconsin
My Commission: PERMANENT

STATE OF WISCONSIN)

SS

MILWAUKEE COUNTY)

Personally came before me this 29th day of November, 2016, the above-named Richard G. Carlson in his capacity as Managing Member of 6682 LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.



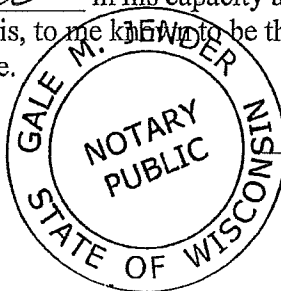
Stephen A. Hartman
Notary Public, State of Wisconsin
My Commission: PERMANENT

STATE OF WISCONSIN)

SS

MILWAUKEE COUNTY)

Personally came before me this 30 day of November, 2016, the above-named John Stibal in his capacity as of the Community Development Authority of the City of West Allis, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Gale M. Tonder
Notary Public, State of Wisconsin
My Commission: 9-11-20

EXHIBIT A

CDA PARKING LOT PARCEL.

Parcel 2 of Certified Survey Map No. 7451, recorded August 4, 2004, in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 8836871, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 34, Town 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

Drive Aisle

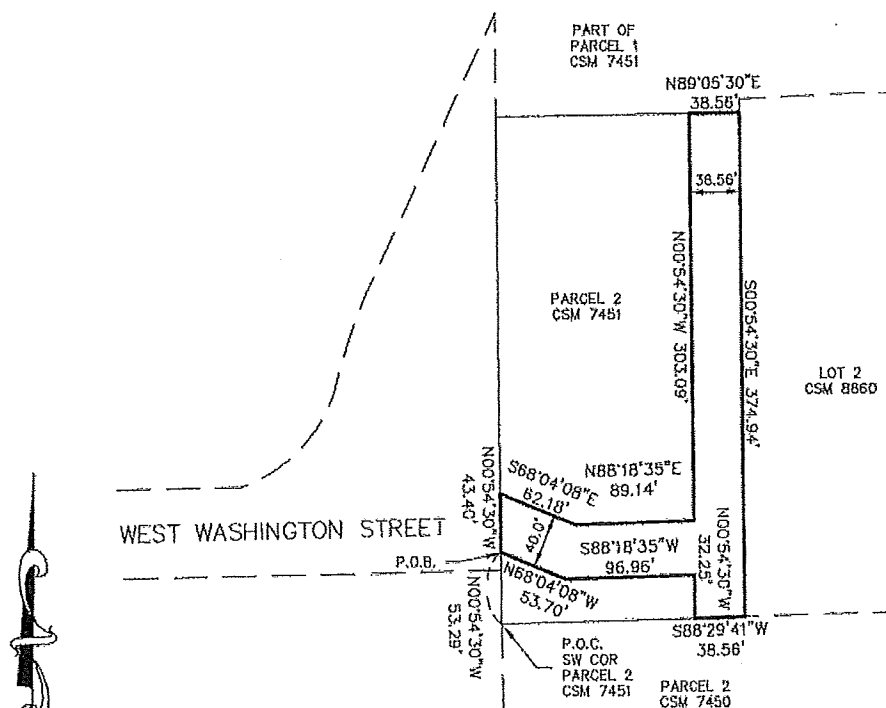
INGRESS-EGRESS & PARKING EASEMENT

Commencing at the Southwest corner of said Parcel 2; thence North 00° 54' 30" West 53.29 feet to a point in the East line of West Washington Street and the point of beginning of lands to be described; thence North 00° 54' 30" West along said East line 43.40 feet to a point; thence South 68° 04' 08" East 62.18 feet to a point; thence North 88° 18' 35" East 89.14 feet to a point; thence North 00° 54' 30" West 303.09 feet to a point in the North line of said Parcel 2; thence North 89° 05' 30" East 38.56 feet to a point in the West line of Lot 2 of Certified Survey Map No. 8860; thence South 00° 54' 30" East along said West line 374.94 feet to a point in the North line of Parcel 2 of Certified Survey Map No. 7450; thence South 88° 29' 41" West along said North line 38.56 feet to a point; thence North 00° 54' 30" West 32.25 feet to a point; thence South 88° 18' 35" West 96.96 feet to a point; thence North 68° 04' 08" West 53.70 feet to the point of beginning.

November 14, 2016

Summit City Realty

Drawing No. 160847-RMK



Beyond Surveying and Engineering

16745 W. Bluemound Road, Brookfield WI 53005
262-761-1000 Fax 262-797-7373 www.rasmithnational.com
Appleton, WI Irvine, CA Pittsburgh, PA

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EX401A100.dwg ACCESS 6/200 SHEET 1 OF 1

A horizontal scale bar with alternating black and white segments. It is marked with '0' at the left end, '100' at the midpoint, and '200' at the right end. The word 'Feet' is written to the right of the bar. Below the bar, the text 'GRAPHIC SCALE' is centered.

EXHIBIT C

WSC Property

PARCEL A:

PARCEL ONE (1) OF CERTIFIED SURVEY MAP NO. 7256, RECORDED ON JULY 1, 2003 IN REEL 5615, IMAGES 1303 TO 1308, AS DOCUMENT NUMBER 8565339; BEING A DIVISION OF PART OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 6388, BEING A PART OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THAT PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.

EXCEPTING THEREFROM THOSE BUILDINGS AND IMPROVEMENTS CONVEYED TO REGENCO, LLC, PURSUANT TO BILL OF SALE EXECUTED BY AND BETWEEN WHITNALL-SUMMIT COMPANY, LLC AND REGENCO, LLC DATED MARCH 2, 2004 AS EVIDENCED BY AFFIDAVIT RECORDED MAY 7, 2004 AS DOCUMENT NUMBER 8778924; AS MODIFIED BY WARRANTY DEED FROM REGENCO, LLC TO WHITNALL-SUMMIT COMPANY, LLC RECORDED FEBRUARY 20, 2007 AS DOCUMENT NUMBER 9387958 WHEREIN A PORTION OF SAID BUILDINGS AND IMPROVEMENTS WERE CONVEYED BACK TO WHITNALL-SUMMIT, LLC.

EXCEPTING THEREFROM THOSE ADDITIONAL BUILDINGS AND IMPROVEMENTS CONVEYED TO REGENCO, LLC, PURSUANT TO A WARRANTY DEED FROM WHITNALL-SUMMIT COMPANY, LLC TO REGENCO, LLC RECORDED FEBRUARY 20, 2007 AS DOCUMENT NUMBER 9387959.

EXCEPTING THEREFROM THOSE BUILDINGS AND IMPROVEMENTS CONVEYED TO 6682 LLC, PURSUANT TO A WARRANTY DEED FROM WHITNALL-SUMMIT COMPANY, LLC TO 6682 LLC RECORDED FEBRUARY 20, 2007 AS DOCUMENT NUMBER 9387964.

TAX KEY NO. 439-0001-031

Address per tax roll: 6737 W. Washington St., West Allis, WI

PARCEL D:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL A AS SET FORTH ON CERTIFIED SURVEY MAP NO. 4756, RECORDED JUNE 4, 1986 IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN IN REEL 1891, IMAGE 1147 AS DOCUMENT NUMBER 5921484.

PARCEL E:

NON-EXCLUSIVE EASEMENTS FOR STORM SEWER FOR THE BENEFIT OF PARCEL A AS SET FORTH IN DECLARATION OF SEWER EASEMENT RECORDED DECEMBER 2, 1988 IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN IN REEL 3044, IMAGE 1918 AS DOCUMENT NUMBER 6772033; AS AMENDED IN AMENDMENT TO DECLARATION OF SEWER EASEMENTS RECORDED JANUARY 19, 1996 IN REEL 3716, IMAGE 595 AS DOCUMENT NUMBER 7174666.

PARCEL F:

NON-EXCLUSIVE EASEMENT FOR STORM SEWER FACILITIES FOR THE BENEFIT OF PARCEL A AS SET FORTH IN DECLARATION OF STORM SEWER EASEMENT RECORDED AUGUST 4, 1994 IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN IN REEL 3345, IMAGE 981 AS DOCUMENT NUMBER 6986292.

PARCEL G:

NON-EXCLUSIVE EASEMENT FOR ELECTRIC SUBSTATION FOR THE BENEFIT OF PARCEL A AS SET FORTH IN DECLARATION OF ELECTRIC SUBSTATION EASEMENT RECORDED AUGUST 4, 1994 IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN IN REEL 3345, IMAGE 990 AS DOCUMENT NUMBER 6986294.

PARCEL H:

NON-EXCLUSIVE RECIPROCAL UTILITY EASEMENT FOR THE BENEFIT OF PARCEL A AS SET FORTH IN SECTION 5 OF LICENSE AND EASEMENT AGREEMENT RECORDED NOVEMBER 19, 1997 IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN IN REEL 4185, IMAGE 1639 AS DOCUMENT NUMBER 7451314.

PARCEL K:

NON-EXCLUSIVE EASEMENTS FOR ELECTRICAL UTILITIES AND RAILROAD FOR THE BENEFIT OF PARCEL A AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED MAY 28, 1993 IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN IN REEL 3044, IMAGE 1927 AS DOCUMENT NUMBER 6772034.

EXHIBIT D

6682 Property

6682 PARCEL LOCATED TO THE EAST OF THE CDA PARKING LOT

Lot 2 of Certified Survey Map No. 8860 recorded October 21, 2016, in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 10615586, being a part of Parcel of Certified Survey Map No. 7451 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on August 4, 2004, as Document No. 8836871, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 34, Township 7 North, Range 21 East. Said land being in the City of West Allis, County of Milwaukee, State of Wisconsin.