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LICENSE AGREEMENT

Title of Document

Document Number

This License Agreement is made this 29th day of November, 2018, between John Deck Property LLC, a Wisconsin limited liability company, of 151 East St. Paul Avenue, Waukesha, Wisconsin, 53188, ("Licensor"), and Matthew Forbes and Nicole Kind, of 120 Randall Street, Waukesha, Wisconsin, 53188 ("Licensee").

RECITALS

A. Licensor is the owner in fee simple of the real property commonly known as 524 Madison Street, Waukesha, Wisconsin, more particularly described on Exhibit A attached hereto.

Licensor's property described in this Recital A is hereinafter referred to as "Licensor's Property."

B. Licensee is the owner in fee simple of the real property common known as 120 Randall Street, Waukesha, Wisconsin, more particularly described on Exhibit B attached hereto.

Licensee's property described in this Recital B is hereinafter referred to as "Licensee's Property."

Recording Area

Name and Return Address
Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
Post Office Box 558
Waukesha, WI 53187-0558

WAKC 1036964
WAKC 1306417
Parcel Identification Number (PIN)

C. On or about August 29th, 2017, ~~2018,~~ Licensee installed a new concrete drive on the southwest corner of Licensee's Property (the "Concrete Drive"). The Concrete Drive encroaches approximately 1.4 feet onto the southeast corner of Licensor's Property.

In consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Licensor grants to Licensee permission to have Licensee's Concrete Drive encroach on Licensor's Property to the same extent and in the same manner as the Concrete Drive now encroaches as depicted on the Plat of Survey attached hereto and incorporated herein by reference as Exhibit C and described on said Plat of Survey as "1.4'± new conc. drive encroachment.".

2. The permission granted by Licensor to Licensee is made with the express condition that neither Licensee nor any successors, assigns, or any person claiming under or through Licensee, shall acquire any right by adverse possession, prescriptive easement, or any other right with respect to the Concrete Drive or Licensor's Property. Such permission shall in no event evolve into a legal interest in Licensor's Property or easement by lapse of time or otherwise.

3. The privilege granted by Licensor to Licensee with respect to Concrete Drive may be terminated by Licensor upon the occurrence of any one of the following:

a. The Concrete Drive is removed, or deteriorates, is damaged, or destroyed to the extent that the cost of repairing the Concrete Drive exceeds 50 percent of the cost of replacing the Concrete Drive.

b. The Concrete Drive and/or its location violates any local, state, or federal regulation, law or ordinance.

4. Licensee shall exercise its privileges under and pursuant to this Agreement at its sole risk and, irrespective of any negligence of Licensor, Licensee shall indemnify and hold Licensor harmless from and against any and all liability for damages, costs, losses and expenses, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with, the location of the Concrete Drive and the occupation or use of Licensor's Property by Licensee, or any of Licensee's tenants, agents, servants, employees, or contractors.

5. The benefits and the burdens of this Agreement shall be appurtenant to the Licensor's Property and the Licensee's Property and shall run with the land.

6. In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all of the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

7. Any modification of this Agreement or additional rights or obligations granted to or assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

8. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party, except to the extent incorporated in this Agreement.

In witness whereof, each party to this Agreement has caused it to be executed effective on the date first above written.

JOHN DECK PROPERTY LLC, Licensor

By: Don L Taylor
Don L. Taylor, Member

Licensee

By: Matthew Forbes
Matthew Forbes

By: Nicole Kind
Nicole Kind

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

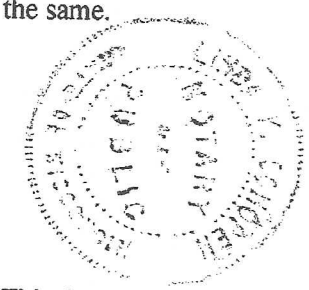
Personally came before me this 22nd day of March, 2019 the above-named Don L. Taylor, to me known to be the person who executed the foregoing instrument and acknowledged the same.

JERI SASS NOTARY PUBLIC STATE OF WISCONSIN

Notary Public, State of Wisconsin
My commission expires: 1-31-2020

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 29 day of November, 2018, the above-named Matthew Forbes and Nicole Kind, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Linda K. Schapen
Notary Public, State of Wisconsin
My commission expires: 12/27/2019

This document drafted by:
Attorney Richard R. Kobriger
CRAMER, MULTHAUF & HAMMES, LLP
1601 East Racine Avenue • Suite 200
P.O. Box 558
Waukesha, WI 53187-0558
(262)-542-4278

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EXHIBIT A

LEGAL DESCRIPTION OF LICENSOR'S PROPERTY

524 Madison Street, Waukesha, Wisconsin

All that part of the Northwest 1/4 of Section 3, in Town 6 North, Range 19 East, in the City of Waukesha, County of Waukesha, State of Wisconsin, described as follows: Commencing at the Southwest corner of Lot 1 in Block "A", of the Plat of West Waukesha as laid out by Joel E. Bidwell and recorded in the office of the Register of Deeds for said county on December 31, 1851, in Book of Town Plats on page 28; thence running Northerly along the West line of said Lot 1, and the West line of Lot 2 in said Block "A", 150 feet; thence Westerly on a line parallel with the North line of the street leading from the City of Waukesha to Waterville, known as the Waterville Road, and now known as Madison Street, 66 feet; thence Southerly and parallel with the first described line, 150 feet to the Northerly line of said Madison Street; thence Easterly on the North line of said street, 66 feet to the point of beginning.

EXHIBIT B

LEGAL DESCRIPTION OF LICENSEE'S PROPERTY

120 Randall Street, Waukesha, Wisconsin

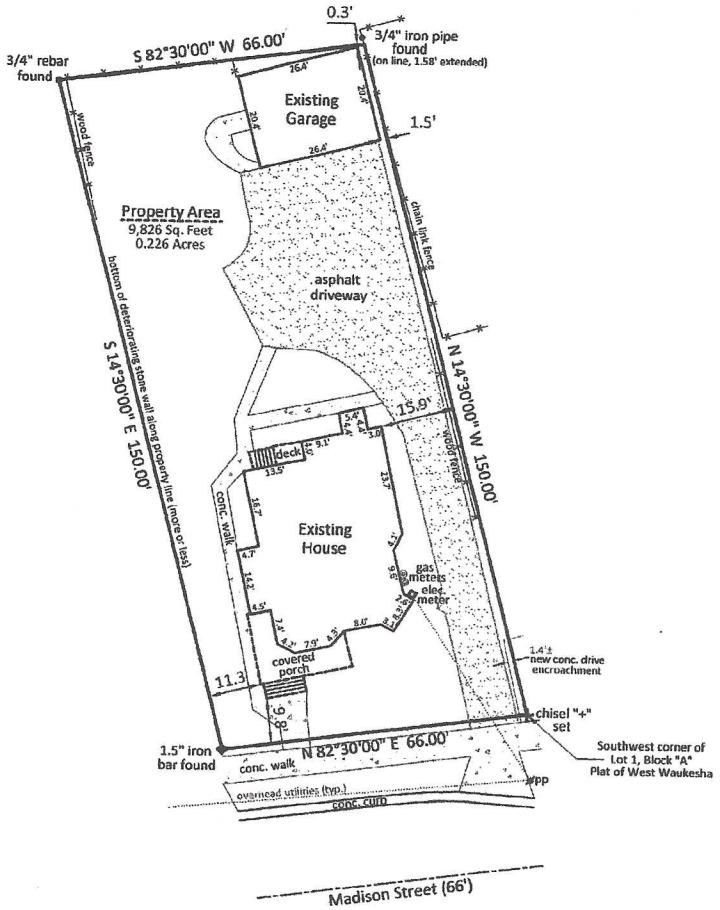
Lot 1, Block A of the Plat of West Waukesha, being a part of the Northwest ¼ of Section 3, in Town 6 North, Range 19 East, in the City of Waukesha, County of Waukesha, State of Wisconsin.

Exhibit C

Bernklau Surveying, Inc.

N60 W25864 Walnut Road
Sussex, WI 53089
(262) 538-0708
www.bernklausurveying.com

Plat of Survey



SCALE 1" = 30'

Bearings referenced to the north line of Madison Street as N 82°30'00" E.

LEGAL DESCRIPTION:

All that part of the Northwest ¼ of Section 3, in Town 6 North, Range 19 East, in the City of Waukesha, County of Waukesha, State of Wisconsin, described as follows: Commencing at the Southwest corner of Lot 1 in Block "A", of the Plat of West Waukesha as laid out by Joel E. Bidwell and recorded in the office of the Register of Deeds for said county on December 31, 1851, in Book of Town Plats on page 28; thence running Northerly along the West line of said Lot 1, and the West line of Lot 2 in said Block "A", 150 feet; thence Westerly on a line parallel with the North line of the street leading from the City of Waukesha to Waterville, known as the Waterville Road, and now known as Madison Street, 66 feet; thence Southerly and parallel with the first described line, 150 feet to the Northerly line of said Madison Street; thence Easterly on the North line of said street, 66 feet to the point of beginning.

I, Thomas M. Bernklau, Professional Land Surveyor, certify that I have surveyed the above described property to the official records, to the best of my knowledge and belief, and that the map shown hereon is a true representation thereof, and shows the size and location of the property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements, and all visible encroachments, if any.

This survey is made for the exclusive use of the present owners of the property; also those who purchase, mortgage or guarantee title thereto, within one year hereof.

THOMAS M. BERNKLAU S-2447 REGISTERED LAND SURVEYOR

Date September 10, 2018

Thomas M. Bernklau, PLS 2447

Subject Property Address:
524 Madison Street
Waukesha, WI 53188

Prepared for:
John Deck Properties, LLC
S23W27100 Shananagi Lane
Waukesha, WI 53188

PN 3966-18