Document Number

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RACINE COUNTY REGISTER OF DEEDS
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Karie Y. Pope

KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $30.00

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Pages: 6

ACCESS EASEMENT AGREEMENT

Recording Area

Name and Return Address
Michael J. Kelly
Lloyd, Phenicie, Lynch & Kelly, LLC
440 Milwaukee Ave.
Burlington, WI 53105

206-03-19-32-650-090 and
206-03-19-32-650-100

(Parcel Identification Number

ACCESS EASEMENT AGREEMENT

This Agreement made and entered into this 25TH day of September, 2026, by and between K & M KOEHNKE PROPERTIES, LLC, a Wisconsin limited liability company.

WHEREAS, K & M KOEHNKE PROPERTIES, LLC is the owner of Lot H legally described as follows:

> Lot "H," Schemmer's Addition to Burlington, according to the recorded plat thereof. Together with a strip of land 12 feet in width lying immediately southerly and adjacent to said Lot "H", excepting the right of way owned by Frank Jacobs in and over said 12 foot strip. Said land being in the City of Burlington, County of Racine and State of Wisconsin. See the Plat of Survey attached as Exhibit A.
>
> Parcel ID No. 206-03-19-32-650-090; and

WHEREAS, K & M KOEHNKE PROPERTIES, LLC is also the owner of Lot I legally described as follows:

> Lot I, Schemmer's Addition to Burlington, according to the recorded plat thereof. Said land being in the City of Burlington, County of Racine, State of Wisconsin. Also right-of-way twelve feet wide along the Northeast and Northwest margin of same to Geneva Street. See the Plat of Survey attached as Exhibit A.
>
> Parcel ID No. 206-03-19-32-650-100; and

WHEREAS, K & M KOENKE PROPERTIES, LLC desires to obtain ingress and egress from and to "Lot I," over and across the existing driveway on the "Lot H" parcel; and

WHEREAS, K & M KOEHNKE PROPERTIES, LLC desires to provide for a right to such ingress and egress, which right will be more specifically defined below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter recited and for other good and valuable consideration, the parties do hereby agree as follows:

1. There exists a driveway on Parcel H which is and has been for the common non-exclusive use by the owners of Parcel H and Parcel I and their respective guests, invitees, and agents.

2. Easement. Parcel H hereby grants and conveys to Parcel I an easement for ingress and egress for access driveway purposes over and across the existing driveway on Parcel H as more particularly described on the attached Exhibit A.

3. Driveway Purposes Defined. "Driveway purposes," as used in this Agreement, means owners, guests, invitees and agents.

4. Parking Prohibited. No vehicle parking shall be allowed in the driveway easement area. Nothing shall be allowed in the driveway easement area which would impede the free flow of vehicles over and across the easement area.

5. Improvement. Neither party shall have an obligation to improve the area for a driveway easement area; however, either party shall have the right to improve said driveway. The entire cost of the improvement of the driveway shall be paid by the party making such improvement and no right of recovery or contribution shall exist in favor of either party as against the other.

6. Maintenance. The entire cost of maintenance of the driveway shall be paid by the owner of Parcel H, including keeping the easement area free of ice and snow.

7. Duration. This easement shall be perpetual and shall remain in full force and effect until amended, modified, or terminated by the owners of Parcel H and the owners of Parcel I.

8. Easement to Run with Land. This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, their respective successors in title and assigns.

9. Governing Law. It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the state of Wisconsin.

10. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall be binding upon either party.

11. Modification of this Agreement. Any modification of this Agreement or additional obligation 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.

IN WITNESS WHEREOF, the parties have executed this Agreement this 25TH day of September, 2026.

K & M KOEHNKE PROPERTIES, LLC

By: _____
Rachel M. Loppnow, Member

By: _____
Heidi A. Tiedt, Member

By: _____
Theodore Subrod Koehnke, Member

This Instrument Drafted By:

Michael J. Kelly
Lloyd, Phenicie, Lynch & Kelly, LLC
440 Milwaukee Avenue
Burlington, WI 53105

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
RACINE COUNTY)

Personally came before me on September 25, 2026
the above-named Rachel M. Loppnow, Heidi A. Tiedt, and Theodore Subrod Koehnke
to me be known to be the persons who executed
the foregoing instrument and acknowledged the same.

* Michael J. Kelly
Notary Public, State of Wisconsin
My Commission is permanent.

