Document Number

ACCESS EASEMENT

Document Title

THIS ACCESS EASEMENT AGREEMENT (this "**Agreement**") is made and effective as of the _____ day of January, 2009, by and between WOODLAKE VILLAGE CONDOMINIUM ASSOCIATION, INC. a Wisconsin non-stock corporation ("Woodlake") and JK & EK Development, LLC, a Wisconsin limited liability company ("JK & EK").

W I T N E S S E T H:

WHEREAS, JK & EK owns certain real property which is described as Lot 1 Deerwood Preserve Addition No 1 on Exhibit A attached hereto and made a part hereof ("JK & EK Parcel"); and

WHEREAS, JK & EK constructed an office building on the JK & EK Parcel which is occupied by various tenants, including a bank which has a drive through facility for its customers; and

Recording Area

Name and Return Address

Michael M. Krill, Esq.
10060 W. Loomis Road
Franklin, Wisconsin 53132

Parcel Identification Number (PIN)

WHEREAS, Woodlake is a non-stock corporation created for the purpose of an association of condominium owners to manage, own and maintain the common areas of the condominium property which is described as Lot 2 Deerwood Preserve Addition No 1 Woodlake Village Condominiums on Exhibit A ("Woodlake Parcel"); and

WHEREAS, there is a private road located on the Woodlake Parcel which loops around the condominium project and provides access to the unit owners of Woodlake Village Condominiums. A portion of this private road is needed to provide access to the back of the office building built on the JK & EK Parcel for parking and access to the drive through facilities for the bank; and

WHEREAS, JK & EK and Woodlake desire to enter into an Agreement to provide an easement for access to the office building, all under the terms and conditions mentioned herein below.

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. GRANT OF EASEMENT. Woodlake conveys to JK & EK, its successors, transferees, and assigns, a permanent, perpetual, and nonexclusive easement consisting of approximately 10,451 square feet for vehicular and pedestrian ingress and egress on, over, across and through that portion of the Conveyed Parcel more particularly described on Exhibit A and as generally depicted thereon as a "30' Ingress/Egress Easement" (the "**Easement Area**") for the purposes of having access to the

office building and the JK & EK Parcel for activities associated with its use and business operations thereon, as well as any and all uses incidental thereto or associated therewith; and

2. TERM. The term of this Agreement, and the right and obligations granted hereunder, shall be perpetual.

3. MAINTENANCE, REPAIR AND REPLACEMENT. All maintenance, repair, and replacement of the Easement Area, including all costs and expenses related thereto, shall be divided between JK & EK and Woodlake. For purposes of the removal of the snow and ice from the Easement Area JK & EK's responsibility shall be 12.468% of the total cost of the removal of the snow and ice from the road only. With respect to the maintenance, repair, and replacement of the Easement Area JK & EK shall be responsible for 50% of the cost of the maintenance, repair, and replacement of the Easement Area. In no event shall JK & EK or JK & EK's respective heirs, successors, assigns, or subsequent owners be responsible for the maintenance, repair replacement for any work associated with any area of the private road which is not located in the Easement Area. All work shall be performed in a good and workmanlike manner and in strict accordance with all applicable governmental standards and requirements. Woodlake shall bill JK&EK at the end of each winter season for the cost of the removal of the snow and ice. For all other expenses incurred to maintain and repair the Easement Area Woodlake shall bill JK & EK as such expenses arise. All payments due from JK & EK to Woodlake under sections three shall be made within 30 days of invoice. Any invoice not paid when due shall accrue compound interest at the rate of 1.5% per month. JK & EK shall pay all costs of collection, including reasonable attorney fees.

4. INDEMNIFICATION; HOLD HARMLESS. To the fullest extent permitted by law, Woodlake agrees to indemnify and hold harmless JK & EK and its tenants owners, guests, invitees, licensees, agents, employees, contractors, successors and assigns (collectively "**Indemnitees**") from and against any and all loss, liability, claims, injury, damage and expense, including reasonable attorney fees, arising out of the use of the Easement Area by any such Indemnitee pursuant to the terms hereof; provided, however, this indemnification shall not apply to any loss, liability, claims, injury, damages or expenses which are occasioned by or arise out of any Indemnitee's negligent or willful conduct. Each party and their respective successors and assigns shall obtain and maintain liability insurance with reasonable limits and deductibles insuring and providing coverage for an injury in the Easement Area.

5. CONSIDERATION. JK & EK, at the time of execution of this Easement, shall pay to Woodlake $1,000 to cover Woodlake's costs and expenses in initially constructing the road and the attorney fees associated with this Easement.

6. BINDING EFFECT. This Agreement shall run with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors, and assigns, including, without limitation, all subsequent owners of the JK & EK Parcel and of the Woodlake Parcel and all persons claiming under them.

7. EXTENSIONS AND RENEWALS. It is hereby agreed that the easements and conditions set forth in this Agreement are to be extended beyond the applicable time period set forth in Section 893.33 of the Wisconsin Statutes. Woodlake or any of its successors or assigns, or any subsequent owner of the Woodlake Parcel, may, from time to time, file of record a document for the

purpose of extending the easements, rights, obligations, and conditions stated in this Agreement beyond the statutory period set forth in Section 893.33 of the Wisconsin Statutes so that such easements, rights, obligations and conditions are not terminated.

8. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Wisconsin without giving effect to its conflict of laws provisions.

9. AMENDMENT. No change or modification of this Agreement shall be valid unless the same be in writing and signed by all of the parties hereto.

10. INVALIDITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

JK & EK DEVELOPMENT, LLC
a Wisconsin limited liability company.

By: _____

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 7th day of ~~January~~ February 2009, the above-named Jeffrey P. Klement, the managing member of JK & EK DEVELOPMENT, LLC and acknowledged that he executed the foregoing instrument on behalf of said entity, by its authority and for the purposes therein contained.

_____
Notary Public, State of Wisconsin
My Commission ~~(is)(expires)~~: 5 [illegible]

NOTARY PUBLIC
MICHAEL M. HILL
STATE OF WISCONSIN

WOODLAKE VILLAGE CONDOMINIUM ASSOCIATION, INC.
a Wisconsin non-stock corporation

By: _____
Name: EDUARDO R. JIMENEZ
Print Title: WOODLAKE VILLAGE CONDOMINIUM BOARD MEMBER TREASURER

STATE OF WISCONSIN)
) SS

MILWAUKEE COUNTY)

Personally came before me this _____ day of January, 2009, the above-named _____, the _____ of WOODLAKE CONDOMINIUM ASSOCIATION, INC., and acknowledged that he executed the foregoing instrument on behalf of said entity, by its authority and for the purposes therein contained.

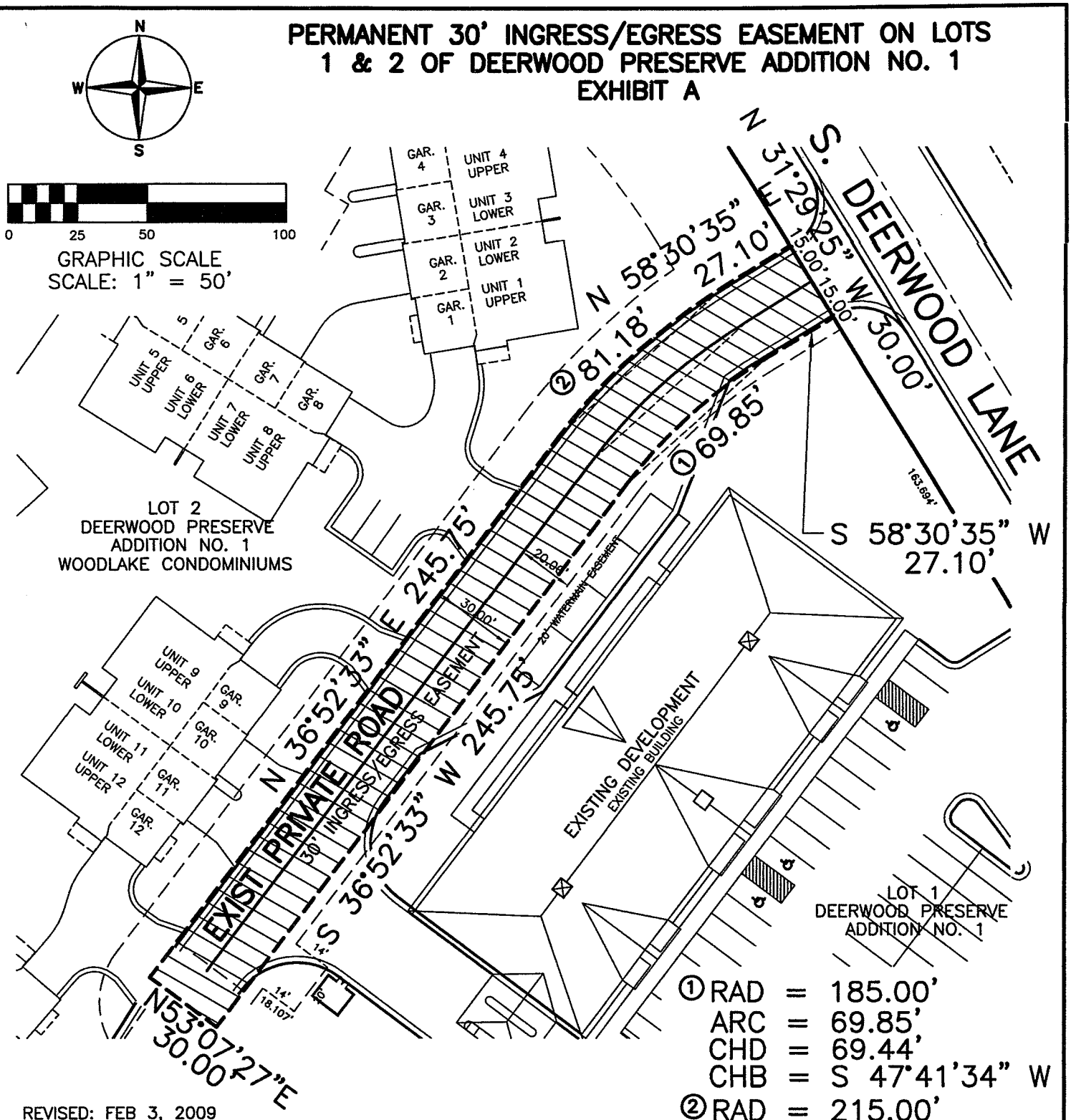


_____
*_____
(type or print name)
Notary Public, State of Wisconsin
My Commission (is)(expires):_____

This Document was drafted by
and should be returned to:

Michael M. Krill, Esq.
10060 W. Loomis Road
Franklin, Wisconsin 53132

PERMANENT 30' INGRESS/EGRESS EASEMENT ON LOTS 1 & 2 OF DEERWOOD PRESERVE ADDITION NO. 1
EXHIBIT A



① RAD = 185.00'
ARC = 69.85'
CHD = 69.44'
CHB = S 47°41'34" W

② RAD = 215.00'
ARC = 81.18'
CHD = 80.70'
CHB = N 47°41'34" E

REVISED: FEB 3, 2009
PLAN DATED: JUNE 24, 2008
FILE NO.: C:\0103\0103\ACCESS_ESMT_DOC

STATE OF WISCONSIN
COUNTY OF JEFFERSON } SS.

EASEMENT AREA

WE, PIONEER ENGINEERING & SURVEYING, DO HEREBY CERTIFY THAT WE HAVE MADE THIS SURVEY AND THAT THE INFORMATION AS SHOWN ON THE ABOVE PLAT OF SURVEY IS TRUE AND CORRECT REPRESENTATION THEREOF.

PIONEER ENGINEERING AND SURVEYING, LLC.
CONSULTANTS IN SUBDIVISIONS AND COMMERCIAL DEVELOPMENTS
3902 C.T.H. "B"
JOHNSON CREEK, WI. 53038
(920) 699 – 3330 FAX: 699 – 3332

PERMANENT 30' INGRESS/EGRESS EASEMENT ON LOTS 1 & 2 OF DEERWOOD PRESERVE ADDITION NO. 1
EXHIBIT A

Lots 1 and 2 of Deerwood Estates Addition No. 1, being a redivision of Lot 1 and Outlots 1, 2, 3, and 5 of "Deerwood Preserve", also being a redivision of Parcels 1 & 2 and Outlot 1 of Certified Survey Map NO. 5228, all lands being a part of the Northeast Quarter (NE 1/4), Southeast Quarter (SE 1/4), Southwest Quarter (SW 1/4) and Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 17 and a part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 20, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

REFERENCE BEARING: The south line of the Southwest Quarter (SW 1/4) of Section 17, Town 5 North, Range 21 East was used as the reference line and has an assumred bearing of South 88°12'02" West (Wisconsin State Plane Coordinate System Grid–Southrh Zone, NAD–27).

Commencing at the Northeast corner of Lot 1 of DEERWOOD PRESERVE Addition No. 1, a point on the southerly right–of–way of S. Deerwood Lane and the place of beginning of the lands here–in–after described;

thence South 34°29'25" West along said right–of–way 15.00 feet; thence South 58°30'35" West 27.10 feet to the beginning of a curve of radius 185.00 feet, the center of which lies to the south; thence southwesterly along the arc of said curve 69.85 feet, the chord of said arc bears South 47°41'34" West 69.44 feet; thence South 36°52'33" West 245.75 feet; thence North 53°07'27" East 30.00 feet; thence North 36°52'33" West 245.75 feet to the beginning of a curve of radius 215.00 feet, the center of which lies to the south; thence northeasterly along the arc of said curve 81.18 feet, the chord of said arc bears North 47°41'34" East 80.70 feet; thence North 58°30'35" East 27.10 feet to the south right–of–way of S. Deerwood Lane; thence South 31°29'25" East 15.00 feet along said right–of–way to the place of beginning, containing 10,451 sq. ft or 0.2399 acres of land.



REVISED: FEB 3, 2009
PLAN DATED: June 24, 2008
FILE NO.: C:\2001\0209\ACCESS_ESMT_DOC

PIONEER ENGINEERING AND SURVEYING, LLC.
CONSULTANTS IN SUBDIVISIONS AND COMMERCIAL DEVELOPMENTS
3902 C.T.H. "B"
JOHNSON CREEK, WI. 53038
(920) 699 – 3330 FAX: 699 – 3332