Electronically Recorded
4765889
WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend
Recorded On:05/10/2024 11:35:34 AM
Total Fee: $30.00 Page(s): 8
Transfer Tax: $0.00

The above recording informationverifies that this document has been electronically recorded and returned to the submitter.

LICENSE AGREEMENT

Drafted by and Return Address:

Attorney Donald J. Murn
Axley Brynelson, LLP
N17W24222 Riverwood Drive, Suite 250
Waukesha, WI 53188

SUMT0667996
SUMT0667996007
SUMT0667994
Parcel Identification Number (PIN)

THIS LICENSE AGREEMENT ("***Agreement***") is made April 11th, 2024 by the Waukesha County Land Conservancy, Inc., a non-profit Wisconsin corporation ("***Licensor***") and Joseph M. Hogan.

RECITALS

WHEREAS, Licensor is owner of a conservation easement (the "***Licensor Easement***") upon certain real property owned by Creek Woods North LLC, a Wisconsin limited liability company, located in the Village of Summit, County of Waukesha, Wisconsin described in Exhibit A attached hereto and incorporated herein by reference (the "***Property***");

WHEREAS, an aerial view of the Property is depicted in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, Licensor Easement limits the uses of the Property for conservation purposes; and

WHEREAS, Licensor desires to license to Joseph M. Hogan, the sole owner of Creek Woods North LLC, a Wisconsin limited liability company, and any and all lineal descendants, meaning relatives in the direct line of descent either by blood or legal adoption, of Joseph M. Hogan (individually, the "***Licensee***"

and together, the "***Licensees***") , a right to use the Licensor Easement area in ways that may not be consistent with the strict terms of the Licensor Easement as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Licensor and Licensee agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above are incorporated herein by reference.

2. License. The Licensor hereby grants to the Licensees the right to operate ATVs, UTVs, four wheelers, snowmobiles, and similar recreational vehicles on the trail system currently located upon the Property, as documented on Exhibit A attached hereto (the "***License***").

3. License Personal to Licensees. The License is strictly personal to the Licensees. The Licensees are prohibited from assigning or transferring any and all rights granted to Licensees herein.

4. Permitted Users. The License may be used by the Licensees, and their invitees and guests (but not the general public) ("***Permitted Users***") in accordance with the terms of this Agreement.

5. Termination of License. The License terminates upon the occurrence of any of the following:

   a. Immediately upon the closing of the sale or transfer, in whole or in part, of the Property by Creek Woods North LLC, a Wisconsin limited liability company, to any person or entity, which is not Joseph M. Hogan or an entity wholly controlled by Joseph M. Hogan, or Joseph M. Hogan's lineal descendant as set forth herein, or an entity wholly controlled by Joseph M. Hogan's lineal descendant as set forth herein.

   b. Licensor's written notice to Licensees ("***Termination Notice***") stating the Licensor is terminating all rights contained in this Agreement pursuant to this section. Licensor may only send a Termination Notice if a breach of the Licensor Easement has occurred that continue beyond any applicable notice and cure period, and was caused by and left uncured by Licensee. The Termination Notice must be delivered to the then known address of each Licensee after due inquiry by the Licensor, via hand delivery, certified mail return receipt requested, or overnight FedEx. The Termination Notice shall be deemed effective upon delivery. Following delivery of the Termination Notice pursuant to this section, Licensor, or Licensor's agent, shall record a writing on the Property stating that this Agreement is terminated.

   c. Mutual agreement of the parties evidenced in writing and recorded with the Waukesha County Register of Deeds upon the Property.

6. Use Limitations. The Licensees and Permitted Users shall not:

   a. Store any personal property within the easement area pursuant to the Licensor Easement upon the Property, without the prior consent of Licensor and the Licensor reserves the right to designate areas, locations, or structures within said easement area for any and all storage of personal property approved by Licensor.

b. Obstruct, prevent, or frustrate Licensor's rights to access or use of the Property set forth in the Licensor Easement.

c. Maintain the trails set forth in Exhibit A in a width of more than fifteen (15) feet.

d. Expand the trail system or change the trail system subject to reasonable extensions or changes based upon the mutual agreement of the parties and so long as no extensions or modifications would damage or interfere with the preservation and protection of the conservation values of the easement.

7. Barriers. The Licensor, or its representatives, agents, guests, or invitees, shall not do anything to obstruct or interfere with, or permit the obstruction or interference with, the Licensees' rights and duties pursuant to this Agreement.

8. No Possession or Property Interest. The License is granted by the Licensor to Licensees with the express condition that Licensees shall not acquire any rights with respect to the Licensor Easement. The License shall never evolve into a legal interest in the Licensor Easement because of lapse of time or otherwise.

9. Indemnity. Licensees agree to indemnify, defend, reimburse, and hold the Licensor harmless from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of this Agreement. Licensees exercise their privileges under this Agreement at their sole risk.

10. Non-Use. Non-use or limited use of the License shall not prevent the Licensees from use of the rights herein to the fullest extent authorized in this Agreement.

11. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

12. Entire Agreement. The Licensor may not unilaterally change, alter, or amend the terms of this Agreement. This Agreement may only be amended by a written document executed and acknowledged by the Licensor and Licensee.

13. 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.

14. Waiver. No delay or omission by the Licensor in exercising any right or power arising out of any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power.

15. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever.

[*Signature Page Follows*]

The Licensor and Licensee execute this Agreement as of the date first written above.

LICENSOR:

Waukesha County Land Conservancy, Inc., a non-profit Wisconsin corporation

By: _____
Name: Neal O'Reilly
Its: President

ACKNOWLEDGMENT

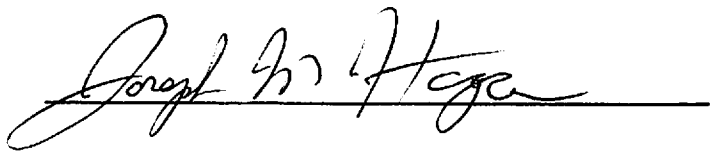
STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me April 11th, 2024, the above-named Neal O'Reilly, as President of Waukesha County Land Conservancy, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Name: Steven D. Schmuki
Notary Public, State of Wisconsin
My Commission: is permanent

NOTARY PUBLIC
STEVEN D SCHMUKI
STATE OF WISCONSIN

Joseph M. Hogan



AUTHENTICATION

The signature of Joseph M. Hogan, as an adult individual, is authenticated on 4/19/2024, 2024.



Donald J. Murn
Title: Member State Bar of Wisconsin

EXHIBIT A

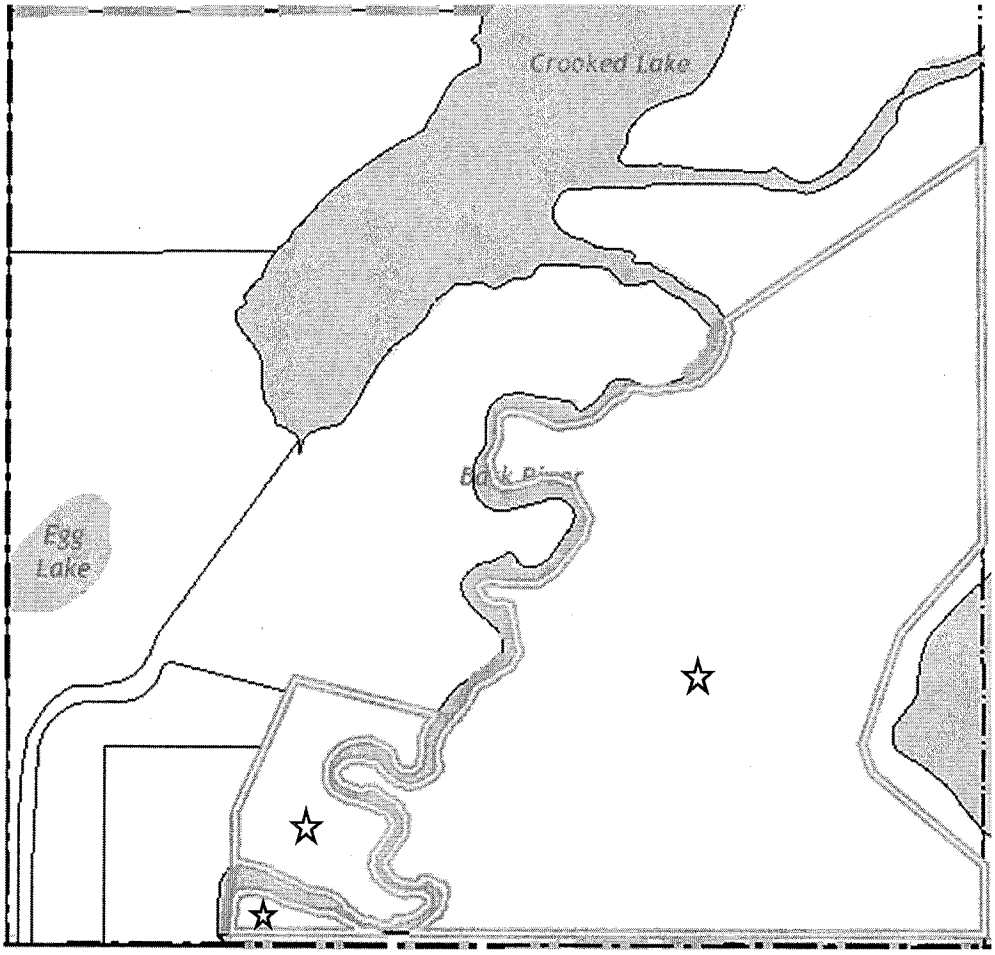
Legal Description of Property

Lot 1, Outlot 1, and Outlot 2 of CSM #12522 Volume/Book 130 Page 149–155 recorded on December 27, 2023 as Document No. 4750212.

As of the date of recording, Waukesha County Parcel Nos: SUMT0667996, SUMT0667996007, and SUMT0667994.

EXHIBIT B

Depiction of Property



☆ Indicates parcels subject to this License Agreement.