

Document No.

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Karie Pope

KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
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Prepared by and return to:

**DECLARATION OF ACCESS AND
CROSS ACCESS EASEMENTS**

Sandra J. DeLisle
Zilber Ltd., Legal Dept.
710 N. Plankinton Ave., #1200
Milwaukee, Wisconsin 53203

Parcel Numbers: 104-04-22-30-038-010
104-04-22-30-038-020

THIS DECLARATION OF ACCESS AND CROSS ACCESS EASEMENTS (the "Declaration")
is hereby made by TI Investors of Caledonia LLC ("TI").

RECITALS:

A. TI is the owner of certain real property located in the Village of Caledonia, Racine County,
Wisconsin, which is comprised of two (2) separate parcels, being:

- Lot 1 of Certified Survey Map No. 3552 ("Parcel 1"); and
- Lot 2 of Certified Survey Map No. 3552 ("Parcel 2").

Parcel 1 and Parcel 2 are more particularly described on the attached Exhibit A. Parcel 1 and Parcel 2 are
referred to in this Declaration by the specific parcel designation set forth above or collectively as the
"Parcels." For purposes of this Declaration, an "Owner" of a Parcel shall be the person, persons, or other
entity, having the power to convey the fee simple title to any portion of the Parcel.

B. TI desires to create a shared cross access easement right for the benefit of both Parcels
located along a portion of the common Parcel boundary, thereby declaring for the benefit of Parcel 1 certain
access rights over a portion of Parcel 2, and declaring for the benefit of Parcel 2 certain access rights over
a portion of Parcel 1.

C. Further, TI desires to create an additional access easement right across Parcel 1 for the
benefit of Parcel 2, thereby declaring for the benefit of Parcel 2 certain access rights over a portion of Parcel
1.

DECLARATION

1. Creation of Cross Access Easement.

a. TI does hereby declare that Parcel 1 shall be subject to a perpetual, nonexclusive driveway access easement and right-of-way for the benefit of Parcel 2, all present and future Owners of Parcel 2 and its occupants, agents, employees, guests, tenants, licensees and invitees, in the dimensions and location as set forth and depicted on the attached Exhibit B-1, for the right of ingress/egress by pedestrian and vehicle traffic as specifically limited and conditioned as set forth herein, to travel to and from Parcel 2 and both existing and planned public right of ways located adjacent to or in close proximity to the Parcels.

b. TI further does hereby declare that Parcel 2 shall be subject to a perpetual, nonexclusive driveway access easement and right-of-way for the benefit of Parcel 1, all present and future Owners of Parcel 1 and its occupants, agents, employees, guests, tenants, licensees and invitees, in the dimensions and location as set forth and depicted on the attached Exhibit B-2, for the right of ingress/egress by pedestrian and vehicle traffic as specifically limited and conditioned as set forth herein, to travel to and from Parcel 1 and both existing and planned public right of ways located adjacent to or in close proximity to the Parcels.

c. As combined, the declarations of cross access easement by TI as set forth in this Section 1 shall be referred to herein as the "Cross Access Easement" and the related easement areas, as combined, over Parcel 1 and Parcel 2 shall be collectively referred to herein as the "Cross Access Easement Area."

2. Creation of Access Easement.

a. TI does hereby declare that Parcel 1 shall be subject to a perpetual, nonexclusive driveway access easement and right-of-way for the benefit of Parcel 2, all present and future Owners of Parcel 2 and its occupants, agents, employees, guests, tenants, licensees and invitees, in the dimensions and location as set forth and depicted on the attached Exhibit C, for the right of ingress/egress by pedestrian and vehicle traffic as specifically limited and conditioned as set forth herein, to travel to and from Parcel 2, the Cross Access Easement Area, and both existing and planned public right of ways located adjacent to or in close proximity to the Parcels.

b. The declaration of access easement by TI as set forth in this Section 2 shall be referred to herein as the "Access Easement" and the related easement area over Parcel 1 shall be referred to herein as the "Access Easement Area."

3. Easement Area Improvements, Maintenance and Related Costs.

a. The parties shall cooperate to designate the Parcel Owner primarily responsible for overseeing the performance of the general maintenance and repair of the Access Easement Area and the Cross Access Easement Area (collectively referred to herein as the "Easement Areas").

b. Curb and Pavement Maintenance. The Parties shall share in the costs of all curb and pavement maintenance and repair within the Easement Areas ("Hardscape Work") with each Parcel Owner paying fifty percent (50%) of the cost, unless such repair or replacement is necessitated by damage arising through use by the Owner of one of the Parcels, in which case the costs of the repair or replacement associated with such damage shall be the responsibility of the Owner of the Parcel whose use caused the damage.

c. **Landscape Improvements and Snow Removal.** The Parties shall share in the cost and expense of performing all landscape installation, maintenance, mowing of grass, landscape repair and replacement, and snow removal in the Easement Areas ("Landscaping Work") with each Parcel Owner paying fifty percent (50%) of the cost, unless such repair or replacement is necessitated by damage arising through use by the Owner of one of the Parcels, in which case the costs of the repair or replacement associated with such damage shall be the responsibility of the Owner of the Parcel whose use caused the damage.

4. Consistent Uses Allowed. Each Parcel Owner shall have the right to use the surface and subsurface area of that portion of the Easement Areas located within the lot boundary of its respective Parcel in any way consistent with the grant in this Declaration, provided that such use does not interfere with the grant in this Declaration. Parking or storage of vehicles in the Easement Areas is prohibited.

5. Insurance. Each Parcel Owner shall maintain at its sole cost and expense, market appropriate commercial general liability insurance coverages related to its right to utilize the Easement Areas, and shall provide the other Parcel Owner a certificate of such coverages, each naming the other Parcel Owner as an "additional insured."

6. Covenants Run with Land. All of the terms and conditions in this Declaration, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owners, and their respective successors and assigns as Owners of the Parcels. The easement granted under Section 1 of this Agreement is an easement appurtenant to Parcel 1 and may not be transferred separately from, or severed from, title to Parcel 1. Furthermore, the benefits of the easement granted under this Declaration shall not be extended to any property other than Parcel 1 without the consent of the Owner of the fee simple interest of Parcel 2. The easements granted under Sections 1 and 2 of this Agreement are easements appurtenant to Parcel 2 and may not be transferred separately from, or severed from, title to Parcel 2. Furthermore, the benefits of the easements granted under this Declaration shall not be extended to any property other than Parcel 2 without the consent of the Owner of the fee simple interest of Parcel 1. The specific party named as "TI Investors of Caledonia LLC" in this Declaration shall cease to have further liability under this Declaration with respect to facts or circumstances first arising after TI Investors of Caledonia LLC has transferred its fee simple interest in each Parcel, except, however, for obligations that accrued during TI Investors of Caledonia LLC's period of ownership of title of the Parcels.

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

8. Non-Use; Termination. Non-use or limited use of the easement rights granted in this Declaration shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Declaration. The rights set forth herein shall run in perpetuity for the benefit of the Owner of Parcel 1 and the Owner of Parcel 2.

9. Invalidity. If any term or condition of this Declaration, or the application of this Declaration to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Declaration, 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.

10. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Declaration shall be construed to be a waiver of the right or power.

11. Enforcement. Enforcement of this Declaration may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Declaration, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Declaration, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

12. No Public Dedication. Nothing in this Declaration shall be deemed to be a gift or dedication of any portion of the Easement Areas to the general public or for any public purpose whatsoever.

[Signature Page to Follow]

Dated as of the 2nd day of August 2023.

TI INVESTORS OF CALEDONIA LLC

By: Towne Realty, Inc., Manager

By: [Signature]

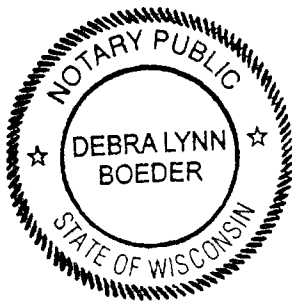
Name: William A Wighers

Title: President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me this 2nd day of August, 2023, by William A. Wighers, President of Towne Realty, Inc., Manager of TI Investors of Caledonia LLC, who is personally known to me.



[Signature]
Debra Lynn Boeder
Notary Public, State of Wisconsin
My commission expires: 03/05/2025

This document was drafted by:

Sandra J. DeLisle, Esq.
Zilber Ltd., Legal Dept.
710 N. Plankinton Avenue, Suite 1200
Milwaukee, WI 53203

EXHIBIT A

Parcel Legal Descriptions

Parcel 1:

Lot 1 of Certified Survey Map 3552, recorded on May 4, 2023 with the Racine County Register of Deeds as Document #2653548, Being a part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

Parcel 2:

Lot 2 of Certified Survey Map 3552, recorded on May 4, 2023 with the Racine County Register of Deeds as Document #2653548, Being a part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

EXHIBIT B-1

Legal Description and Depiction of Cross Access Easement Area (Parcel 1)

LEGAL DESCRIPTION:

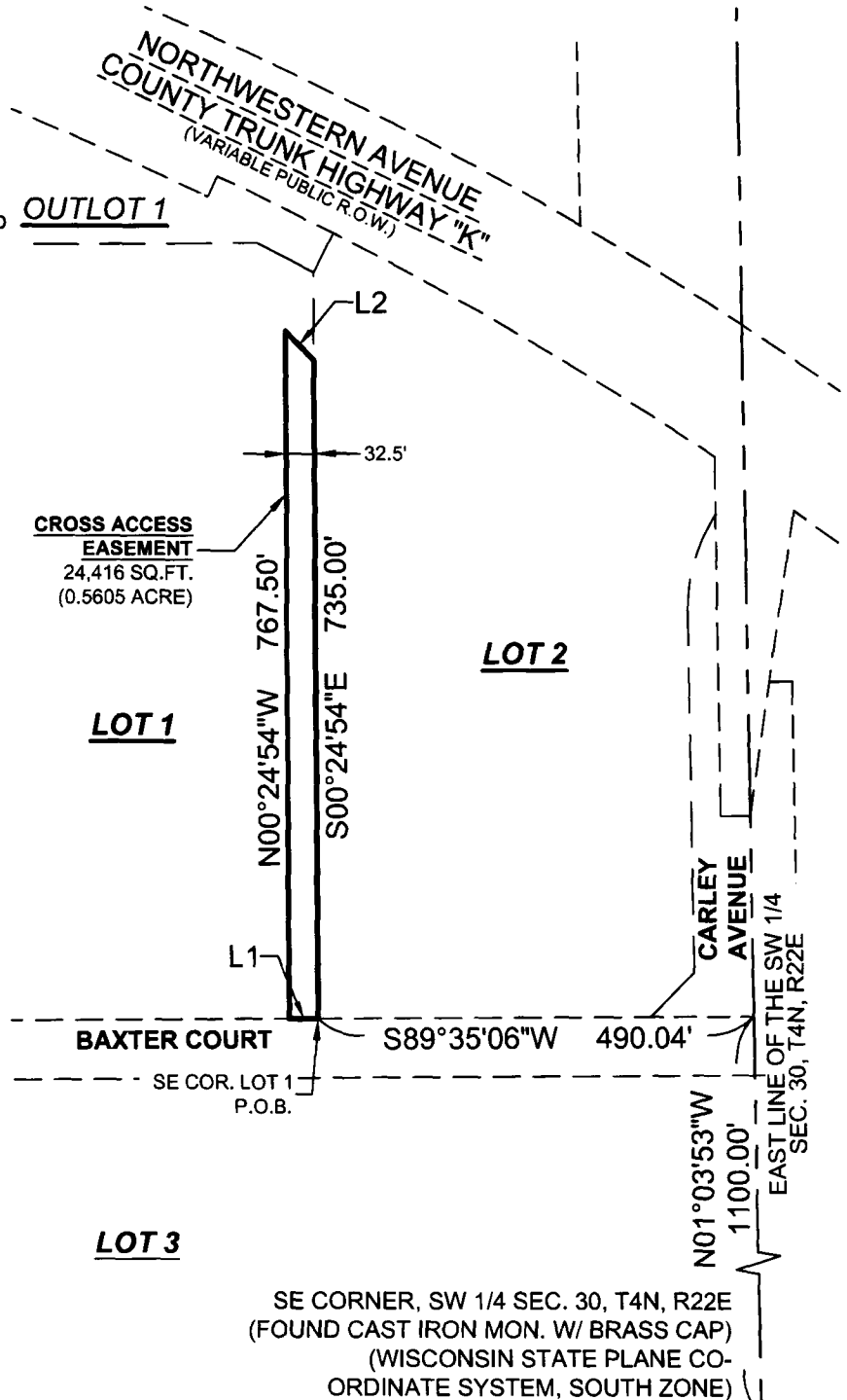
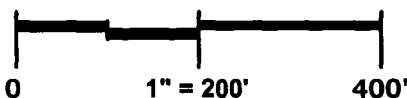
That part of Lot 1 of Certified Survey Map No. 3552, being a part of the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Beginning at the southeast corner of Lot 1 of said Certified Survey Map No. 3552; thence South 89°35'06" West along the south line of said Lot 1, 32.50 feet; thence North 00°24'54" West, 767.50 feet; thence South 45°24'54" East, 45.96 feet to the east line of aforesaid Lot 1; thence South 00°24'54" East along said east line, 735.00 feet to the point of beginning.

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S89°35'06"W	32.50'
L2	S45°24'54"E	45.96'



GRAPHICAL SCALE (FEET)



DRAWN BY: KGD

EXHIBIT B-1 - CROSS ACCESS EASEMENT

07/24/2023

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

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PLAN | DESIGN | DELIVER

PEG JOB#1912.00

EXHIBIT B-2

Legal Description and Depiction of Cross Access Easement Area (Parcel 2)

LEGAL DESCRIPTION:

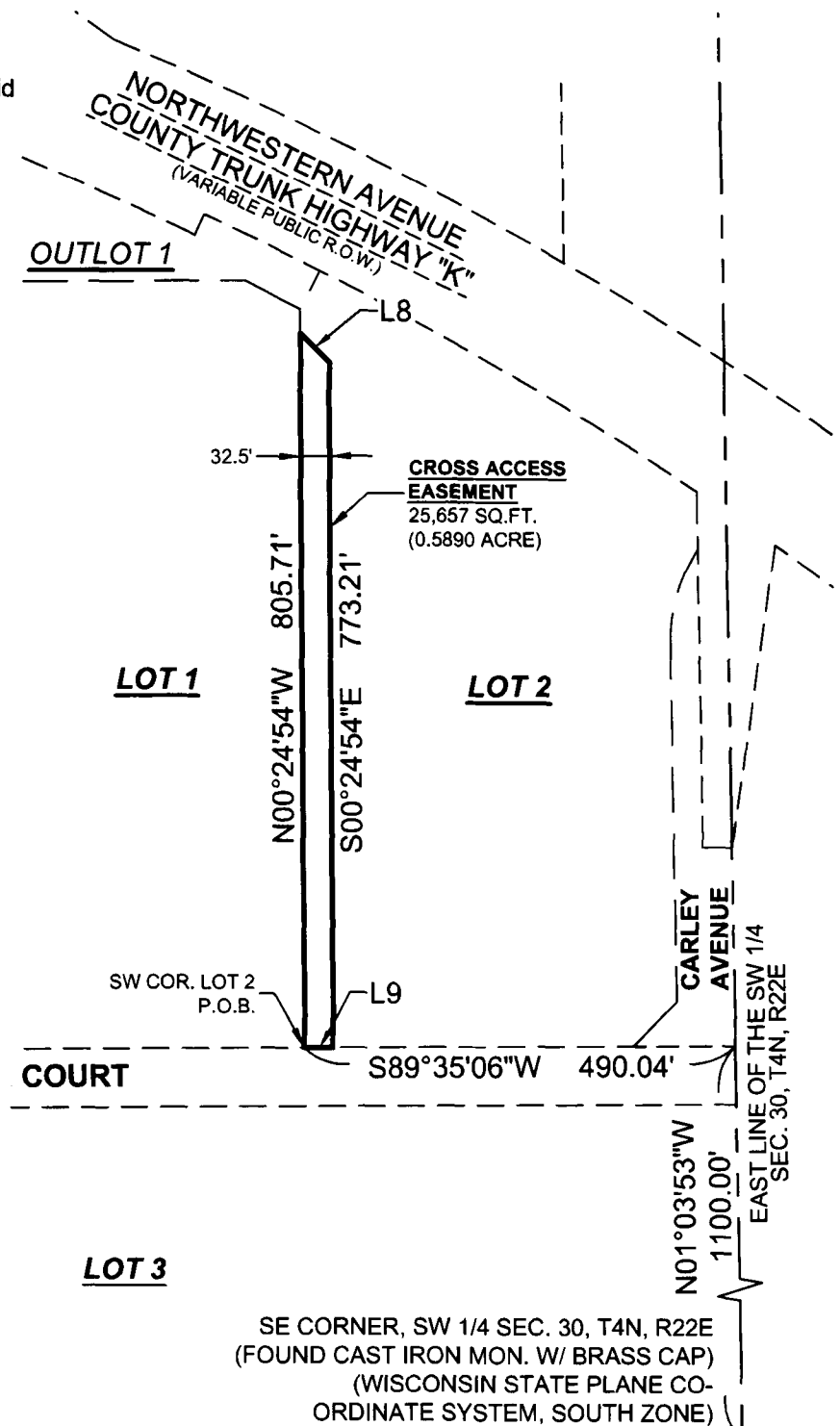
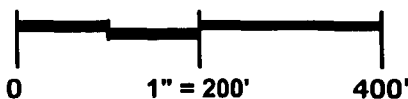
That part of Lot 2 of Certified Survey Map No. 3552, being a part of the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Beginning at the southwest corner of Lot 2 of said Certified Survey Map; thence North 00°24'54" West along the west line of said Lot 2, 805.71 feet; thence South 45°24'54" East, 45.96 feet; thence South 00°24'54" East, 773.21 feet to the south line of aforesaid Lot 2; thence South 89°35'06" West along said south line, 32.50 feet to the point of beginning.

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L8	S45°24'54"E	45.96'
L9	S89°35'06"W	32.50'



GRAPHICAL SCALE (FEET)



DRAWN BY: KGD

EXHIBIT B-2 - CROSS ACCESS EASEMENT

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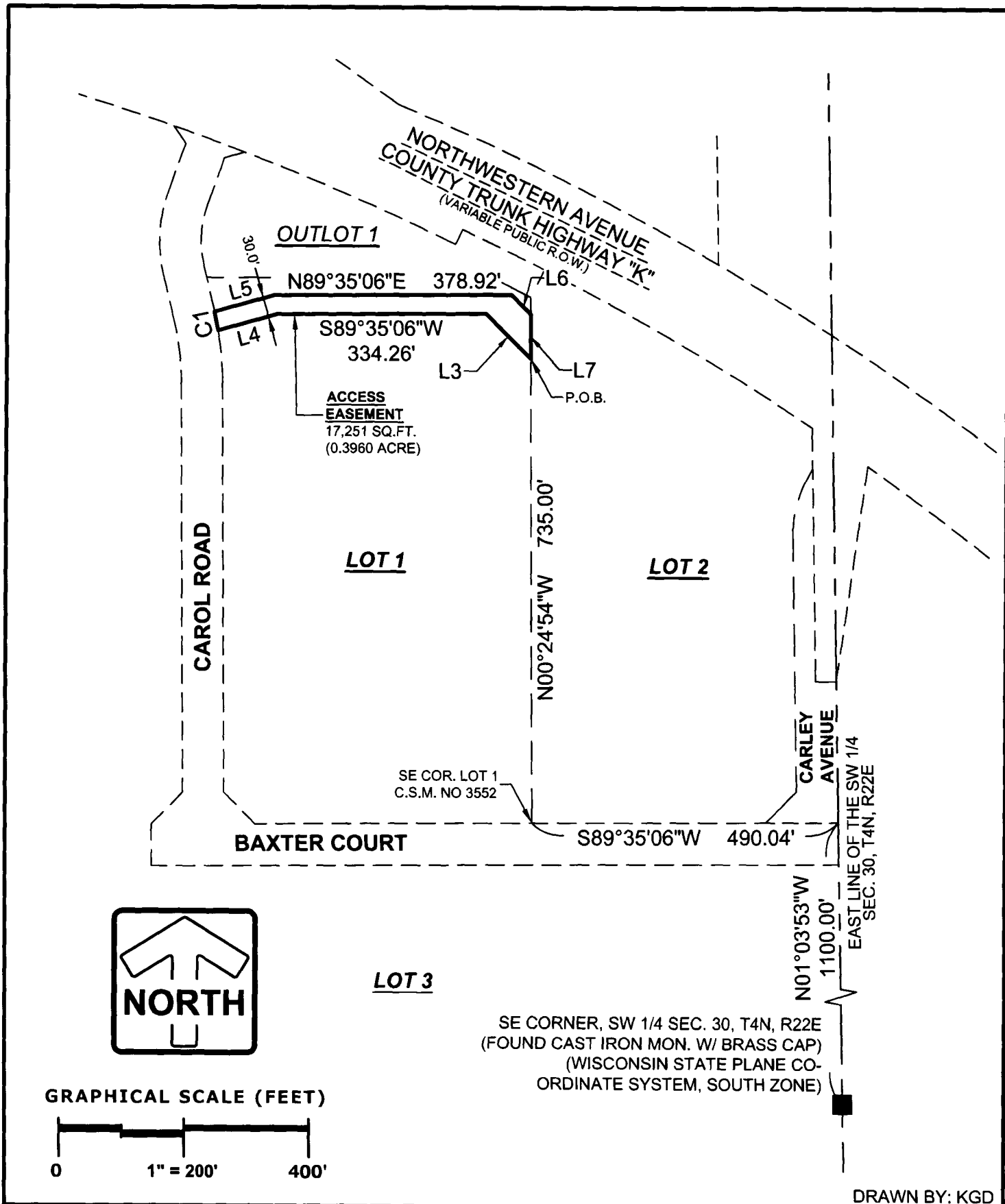
07/24/2023

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EXHIBIT C

Legal Description and Depiction of Access Easement Area



DRAWN BY: KGD

EXHIBIT C - ACCESS EASEMENT

SHEET 1 OF 2

07/24/2023

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LEGAL DESCRIPTION:

That part of Lot 1 of Certified Survey Map No. 3552, being a part of the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the southeast corner of Lot 1 of said Certified Survey Map; thence North 00°24'54" West along the east line of said Lot 1, 767.50 feet to the Point of Beginning; thence North 45°24'54" West, 101.12 feet; thence South 89°35'06" West, 334.26 feet; thence South 74°35'06" West, 97.13 feet to a point on a curve; thence northerly 30.08 feet along the arc of said curve to the left, whose radius is 533.00 and whose chord bears North 11°22'56" West, 30.07 feet; thence North 74°35'06" East, 98.97 feet; thence North 89°35'06" East, 378.92 feet; thence South 45°24'54" East, 43.54 feet to the east line of aforesaid Lot 1; thence South 00°24'54" East along said east line, 70.71 feet to the point of beginning.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L3	N45°24'54"W	101.12'
L4	S74°35'06"W	97.13'
L5	N74°35'06"E	98.97'
L6	S45°24'54"E	43.54'
L7	S00°24'54"E	70.71'

CURVE TABLE

CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	30.08'	533.00'	N11°22'56"W	30.07'

DRAWN BY: KGD

EXHIBIT C - ACCESS EASEMENT

SHEET 2 OF 2
07/24/2023

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