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**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

DOCUMENT #

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Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 8

Recording Area

Name and Return Address

Stroud, Willink & Howard, LLC

ATTN: JOSEPH P. BARTOL

PO BOX 2236

Madison, WI 53703

251/0710-064-1207-8

See Attached for Additional Parcels

Parcel Identification Number

Document No.

ACCESS AND PARKING EASEMENT AGREEMENT

Drafted by: ATTORNEY DIANA M. EISENBERG

ACCESS AND PARKING EASEMENT AGREEMENT

This Access and Parking Easement Agreement (the "Agreement") is dated as of the 5th day of January, 2017, by and between Miller Mason Real Estate Holdings LLC, a Wisconsin limited liability company ("MMREH") and Robert J. Hanson ("Hanson").

RECITALS

MMREH and Hanson acknowledge the following:

A. MMREH represents and warrants that it purchased the property known as 2114-2116 Atwood Avenue, legally described below (the "MMREH Parcel"), from Hanson pursuant to an Offer to Purchase dated October 21, 2016 (the "Purchase Agreement"), and has full authority to sign this Agreement and be bound by its terms:

Lot One (1), Block Two (2) and the northeasterly 4 feet, 4 inches of the southeasterly 80 feet of Lot Two (2), Block Two (2), Sommers Replat of Lots 11 and 12 of Farwell's Addition to the Village, now City of Madison, in the City of Madison, Dane County, Wisconsin.

Subject to a right of way over the above described part of Lot 2 and together with a right of way over the Southwesterly 4 feet 4 inches of the Northeasterly 8 feet 8 inches of the Southeasterly 80 feet of said Lot 2, Block 2, Sommers Replat in the City of Madison, Dane County, Wisconsin, all of which was granted and conveyed in deed recorded in Volume 436, page 456, as Document No. 674809, dated July 28, 1943.

B. Hanson represents and warrants that he is the owner of the property known as 2118-2020 Atwood Avenue, legally described below (the "Hanson Parcel"), and has full authority to sign this Agreement and be bound by its terms:

All that part of Lot Ten (10), Farwell's Addition to the Village of Madison, in the City of Madison, Dane County, Wisconsin, described as follows: Beginning at the Southwest corner of said lot on the North line of Atwood Avenue; thence East on the North line of Atwood Avenue, 40 feet; thence Northerly, 132 feet to a point 100 feet Westerly of the Westerly line of Division Street; thence Westerly at right angles to Division Street, 71.3 feet to the Westerly line of said lot; thence Southerly along the Westerly line of said lot, 150.5 feet to the point of beginning.

C. The MMREH Parcel and the Hanson Parcel are adjacent to each other, and Hanson has used and maintained a driveway and parking area over the Hanson Parcel for the benefit of the MMREH Parcel for more than twenty-eight years (the "Parking Lot"). A Plat of Survey

prepared by Chris W. Adams on November 23, 2016, attached hereto as Exhibit A (the "Williamson Survey"), depicts the MMREH Parcel, the Hanson Parcel, and the Parking Lot.

D. The Parking Lot accesses Atwood Avenue and has the approximate dimensions of the map of the easement area attached hereto as Exhibit B.

E. The parties desire to establish a perpetual exclusive easement for parking and a perpetual non-exclusive easement for access over the Hanson Parcel for the benefit of the MMREH Parcel.

AGREEMENT

In consideration of the recitals and the mutual agreements which follow, and other good and valuable consideration, including, but not limited to, the transaction and consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation by Reference. The representations and recitations set forth in the foregoing paragraphs of the Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.

2. Survey. The parties agree that the Williamson Survey establishes the true and correct shared lot line for the MMREH Parcel and the Hanson Parcel (i.e., the southwest lot line of the Hanson Parcel and the northeast lot line of the MMREH Parcel) (the "Lot Line").

3. Maintenance Easement. Hanson warrants, grants, and conveys to MMREH and its lessees, invitees, permittees, successors, and assigns, a perpetual, non-exclusive easement with respect to the Hanson Parcel over the strip of land approximately 2.8' wide and 60.0' long directly northeast of the Lot Line between the buildings located on the MMREH Parcel and the Hanson Parcel for the purpose of accessing and maintaining the building located on the MMREH Parcel.

4. Parking and Access Easement. Hanson warrants, grants, and conveys to MMREH and its lessees, invitees, permittees, successors, and assigns (a) a perpetual, non-exclusive easement with respect to the Hanson Parcel over that portion of the Hanson Parcel defined below as the Easement Area for vehicular and pedestrian ingress to and egress from the MMREH Parcel and the public road currently known as Atwood Avenue, and (b) a perpetual, exclusive easement with respect to the Hanson Parcel over the Easement Area for parking. MMREH, at MMREH's sole expense, may, but shall not be obligated, to maintain, repair, improve, and replace that part of the Parking Lot located in the Easement Area. Hanson shall perform all corrections or other maintenance required by any official notice from the City of Madison related to the Easement Area or the Hanson Parcel. The "Easement Area" is defined as follows:

A parking and access easement located as part of Lot ten of Farwell's Addition, in the City of Madison, Dane County, Wisconsin, described as follows: Beginning at the northwest corner of said lot 10; thence S 88°22'06" E along the north line of said lot 71.79 feet to the northeast corner of lot 10; thence S 03°54'14" E along the east line of said Lot 10 132.41 feet to the north right of way of Atwood Avenue; thence S 74°10'34" W along said right of way, 11.35 feet; thence N 13°09'35" W, 28.52 feet; thence N 18°48'17" W, 11.52 feet; thence N 22°23'13" W, 9.28 feet, thence N 56°07'12" W, 7.63 feet; thence N 15°50'43" W, 3.24 feet; thence S 73°21'44" W, 24.09 feet to the west line of said lot 10; thence N 16°05'00" W along said west line, 93.17 feet to the point of beginning.

5. Seller Use of Easement Area. Notwithstanding MMREH's exclusive right to the Easement Area, Hanson or his lessees, invitees, or permittees may access and use two parking stalls in the Easement Area for the benefit of the Hanson Parcel until such time as Hanson sells or otherwise disposes of his interest in the Hanson Parcel.

6. Sign Easement. Hanson warrants, grants, and conveys to MMREH and its lessees, invitees, permittees, successors, and assigns, a perpetual non-exclusive easement with respect to the Hanson Parcel for the purpose of placing or maintaining signage related to parking in the Easement Area or advertising the business operating on the MMREH Parcel.

7. Real Estate Taxes. Hanson shall pay, prior to delinquency, all real estate taxes and special assessments levied or assessed against the Hanson Parcel.

8. Liability Insurance. MMREH shall, at its expense, obtain and carry commercial general liability insurance covering the Easement Area with limits of at least One Million Dollars (\$1,000,000) single limit bodily injury of any number of persons injured or killed in one occurrence and One Million Dollars (\$1,000,000) property damage. The commercial general liability policy shall name Hanson as an additional insured, and MMREH shall not cancel or change the same without at least thirty (30) days' prior written notice to Hanson. All insurance required of MMREH shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class XI, as rated in the latest edition of Best's Insurance Guide, and shall be satisfactory in all respects to Hanson and the holder of any mortgage against the Hanson Parcel. The original policies, or certificates of MMREH's insurers evidencing such insurance, shall be furnished to Hanson from time to time.

9. Covenant Running with the Land and Enforcement. This Agreement and the rights and obligations contained herein shall run with the land and be binding upon any successor owners of all or any portion of the Hanson Parcel and benefit any successor owners of all or any portion of the MMREH Parcel. In the event either party initiates a lawsuit or other court action to interpret or enforce this Agreement, the prevailing party in such suit or action shall be entitled

to recover all costs and expenses associated with such suit or action, including reasonably incurred attorney fees.

[SIGNATURE PAGE FOLLOWS]

B.R. Mason

By: Brian R. Mason, Authorized Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 5 day of Jan, 2017, the above-named Brian R. Mason, to me known to be the person who executed the foregoing and acknowledged the same.

Sara J. Kluth
Notary Public, State of Wisconsin Sara J. Kluth
My commission: 1/8/17



OWNER OF THE HANSON PARCEL:
ROBERT J. HANSON

Robert J. Hanson
Robert J. Hanson

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 5 day of Jan, 2017, the above-named Robert J. Hanson to me known to be the persons who executed the foregoing and acknowledged the same.

Sara J. Kluth
Notary Public, State of Wisconsin Sara J. Kluth
My commission: 1/8/2017

Drafted by:
Attorney Diana M. Eisenberg
Madison, Wisconsin



EXHIBIT B



WILLIAMSON SURVEYING & ASSOCIATES, LLC

104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597.

NDA T. PRIEVE & CHRIS W. ADAMS

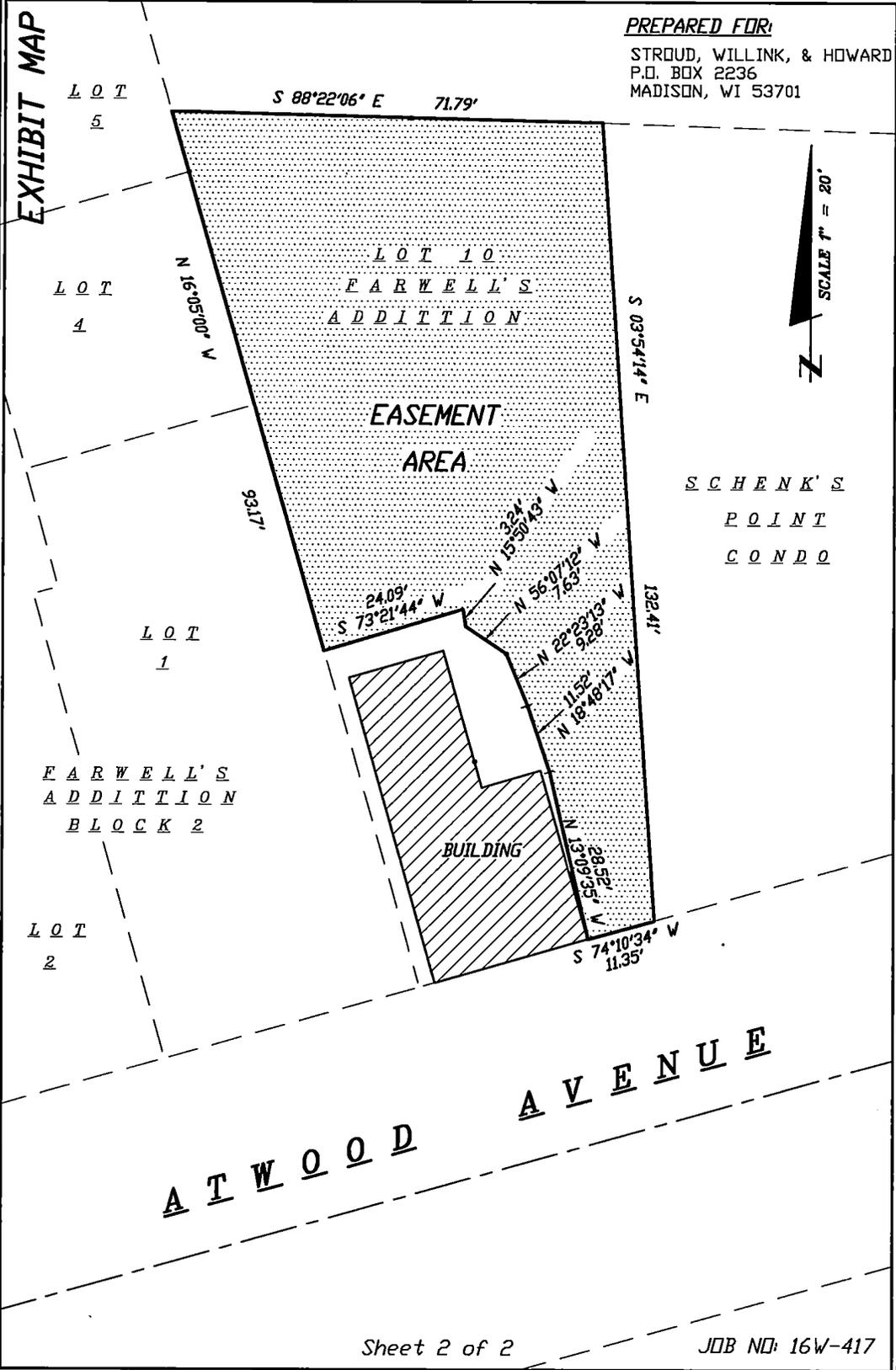
PROFESSIONAL LAND SURVEYORS

PHONE: [REDACTED] FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

EXHIBIT MAP

PREPARED FOR:

STROUD, WILLINK, & HOWARD
P.O. BOX 2236
MADISON, WI 53701



LOT 5

$S 88^{\circ}22'06'' E$ 71.79'

LOT 4

$N 16^{\circ}05'00'' W$

LOT 10
FARWELL'S
ADDITION

EASEMENT
AREA

$S 03^{\circ}54'44'' E$



SCHENK'S
POINT
CONDO

LOT 1

93.17'

24.09'

$S 73^{\circ}21'44'' W$

$N 15^{\circ}30'43'' W$

$N 56^{\circ}07'12'' W$

$N 22^{\circ}23'13'' W$

$N 18^{\circ}48'17'' W$

11.52'

$N 13^{\circ}09'35'' W$

28.55'

$N 13^{\circ}09'35'' W$

$S 74^{\circ}10'34'' W$

11.35'

FARWELL'S
ADDITION
BLOCK 2

BUILDING

LOT 2

ATWOOD AVENUE