

This instrument was drafted by
and after recordation should be
returned to:

Derek Taylor
504 W. Juneau Avenue
Milwaukee, WI 53203

Tax Parcel I.D. #: See attached

DECLARATION OF EASEMENTS

[Above space reserved for recording information]

THIS DECLARATION OF EASEMENTS (this “**Declaration**”) is dated as of ____ day of _____, 2024, by LUTHERAN HIGH SCHOOL ASSOCIATION OF GREATER MILWAUKEE, a Wisconsin corporation (the “**Declarant**”).

RECITALS

A. Declarant is the fee title owner of the following parcels: (i) Lot 1 of CSM No. _____, as more particularly described on Exhibit A attached hereto and incorporated herein (the “**School Parcel**”); (ii) Lot 2 of CSM No. _____, as more particularly described on Exhibit B attached hereto and incorporated herein (the “**Senior Living Parcel**”); and (iii) Outlot 1 of CSM No. _____, as more particularly described on Exhibit C attached hereto and incorporated herein (the “**Restricted Parcel**”, and together with the School Parcel and Senior Living Parcel, the “**Property**”).

B. Declarant hereby creates and establishes certain easements and restrictions on, over and across portions of the Property for the benefit of the Property subject to the terms and conditions set forth in this Declaration.

DECLARATION

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements and terms contained herein:

1. Definitions.

- a. The term “**Access Easement**” shall have the meaning provided in Section 2 below.
- b. The term “**Access Easement Area**” shall have the meaning provided in Section 2 below.
- c. The term “**Declarant**” shall mean Lutheran High School Association of Greater Milwaukee.
- d. The term “**Owner**” or “**Owners**” shall mean one or more of the fee title owners of the School Parcel, Senior Living Parcel, and/or Restricted Parcel.
- e. The term “**Parcel**” or “**Parcels**” shall mean one or more of the School Parcel, Senior Living Parcel, and/or Restricted Parcel.
- f. The term “**Parking Easement**” shall have the meaning provided in Section 3 below.
- g. The term “**Parking Easement Area**” shall have the meaning provided in Section 3 below.
- h. The term “**Property**” shall have the meaning provided in Recital A above.

- i. The term “**Restricted Parcel**” shall have the meaning provided in Recital A above.
- j. The term “**Restricted Parcel Owner**” shall mean the fee title owner of the Restricted Parcel.
- k. The term “**Senior Living Parcel**” shall have the meaning provided in Recital A above.
- l. The term “**Senior Living Parcel Owner**” shall mean the fee title owner of the Senior Living Parcel.
- m. The term “**School Parcel**” shall have the meaning provided in Recital A above.
- n. The term “**School Parcel Owner**” shall mean the fee title owner of the School Parcel.

2. Access Easement. Declarant hereby creates for the benefit of the Property, and future Owners or leasehold lessees, tenants, subtenants, licensees, property managers, guests and invitees (including the employees, agents, and contractors of the foregoing), a non-exclusive, perpetual easement (the “**Access Easement**”) on, over and across the Restricted Parcel (the “**Access Easement Area**”) for vehicular and pedestrian ingress and egress over the Access Easement Area.

3. Parking Easement. Declarant hereby creates for the benefit of the Senior Living Parcel, and its future Owners or leasehold lessees, tenants, subtenants, licensees, property managers, guests and invitees (including the employees, agents, and contractors of the foregoing), a non-exclusive, perpetual easement (the “**Parking Easement**”, and together with the Access Easement, the “**Easement**”) on, over and across the Restricted Parcel (the “**Parking Easement Area**”, and together with the Access Easement Area, the “**Easement Area**”) for parking, together with the rights of vehicular and pedestrian ingress and egress over the Parking Easement Area to access such parking.

4. Right to Build Restriction. At the time of this Declaration, the Property is vacant land. Declarant hereby acknowledges that the Easement herein granted shall restrict the Declarant, its successors and assigns, including any future Owners of the Property, or a portion thereof, from building on the Restricted Parcel and Easement Area. Except for access drive and parking lot improvements (including, without limitation, asphalt, concrete, lighting, landscaping, and signage) constructed pursuant to Section 5 of this Declaration, the Restricted Parcel and Easement Area shall not be improved with any buildings.

5. Construction, Maintenance and Cost Allocation. The Owner of the Senior Living Parcel shall, at its own cost and expense, and in compliance with all applicable laws, ordinances, rules and regulations, improve and pave the Easement Areas located on the Property as depicted on Exhibit D and stripe and re-stripe directional markers, provide snow and ice removal from same when necessary and maintain, repair and keep the same in a clean, sightly, safe, unobstructed (except any temporary obstruction required in connection with repairs), normal wear and tear, good and usable condition. To the extent the School Parcel is improved after the date of this Declaration, the School Parcel Owner shall equally share in the costs of maintenance, repair and replacement of the Access Easement Area.

6. Insurance. Each Owner shall maintain in effect at all times during the term of this Declaration a policy or policies of comprehensive general liability insurance naming each other Owners as additional insureds and insuring against injury to property, person, or loss of life arising out of use, occupancy or maintenance of the Easement Area by each Owner, their successors, assigns, contractors, subcontractors, tenants, guests, customers, employees, agents and invitees (individually and collectively, the “**Owner’s Policy**”). The Owner’s Policy, including, without limitation, the coverage limits, terms and conditions thereof and the company underwriting the Owner’s Policy, shall be commercially reasonable, but shall initially be in an amount of not less than \$2,000,000. Upon written request from an Owner, the other Owner(s) shall provide such requesting Owner with a copy of the requested Owner’s Policy.

7. Default. In the event any Owner shall default in the performance of any of its obligations under the terms of this Declaration, the non-defaulting party shall forward written notice to the defaulting party outlining such default. The defaulting party shall cure such default within 30 days after the giving of such notice, except that the cure period shall be extended to a reasonable time to cure any default that cannot reasonably be

cured within the 30-day period, provided the defaulting party has commenced to cure within the 30-day period and diligently pursues a cure at all times thereafter until the default is cured. If the defaulting party shall fail or refuse to cure such default within the applicable cure period, the non-defaulting party may take any action allowed by law or equity to enforce its rights, including, without limitation, attempting to cure the default and in such event, shall be entitled to reimbursement for all reasonable, actual costs incurred in so doing. The defaulting party agrees to pay all reasonable, actual attorneys' fees and costs incurred by the non-defaulting party resulting from any default by the defaulting party. In no case shall any party have the unilateral right to terminate, cancel or otherwise render null and void any portion of this Declaration. Notwithstanding the foregoing, in the event of an emergency (including, without limitation, blocked access), either party may take such action as is reasonably required to abate the emergency.

8. Character of Easement. The rights and obligations set forth in this Declaration shall run with the land, shall be deemed to be binding upon and shall benefit and burden all present and future Owners of all or any portion of the Property.

9. Obstruction. Declarant, its successors and assigns, including any future Owner of the Property, or a portion thereof, shall do anything or permit or suffer anything to be done to interfere with the other's use of the Easement Area. No curbs, barriers, fences, dividers or other obstructions shall be placed in access lanes of the Easement Area to prevent, prohibit, or discourage vehicular and pedestrian passage, ingress and egress. All construction work and maintenance shall be done in such a manner so as to reasonably limit interference with the use of the Easement Area.

10. No Merger. It is the intention of Declarant that the separate estates and rights created hereby shall not merge if all or portions of the Property (including the Easement Area) are owned by the same individual or entity.

11. Severability. All provisions of this Declaration are deemed severable, and if any one or more provision is deemed unenforceable for any reason, the remaining provisions shall remain in full force and effect.

12. Binding Effect. This Declaration and the rights and obligations contained herein shall run with the land for the benefit of and be binding upon any and all successor owners of any portion of the Property.

13. Amendment. This Declaration may be amended only by a writing signed by Declarant or all of the Owners of all portions of the Property.

14. Recording. This Declaration and any amendments thereto shall be duly recorded in the Office of the Register of Deeds of Waukesha County, Wisconsin.

15. No Waiver. No waiver of, acquiescence in, or consent to any default in any term, covenant or condition of this Declaration shall be construed as or constitute a waiver of, acquiescence in, or consent to any other, further, or succeeding default in the same or any other term, covenant or condition.

16. No Rights in Public; No Implied Easements. Nothing contained in this Declaration, including the grant of the easements set forth herein, shall be deemed to constitute a dedication of any of the Property, or any portion or portions thereof, to the general public, or to be construed to create any rights in or for the benefit of any person not a party to this Declaration or such parties' respective successors and assigns. No easements, except those expressly set forth herein, shall be implied by this Declaration.

17. Wisconsin Law. This Declaration shall at all times be governed by and enforced in accordance with the internal laws of the State of Wisconsin.

[Signatures appear on following page.]

IN WITNESS, the undersigned hereby executes this Declaration as of the date first written above.

**DECLARANT:
LUTHERAN HIGH SCHOOL ASSOCIATION
OF GREATER MILWAUKEE**

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
 } ss.
COUNTY OF _____ }

Personally came before me on _____, 2024, the above-named _____, as _____ of Lutheran High School Association of Greater Milwaukee, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Name: _____
Notary Public, State of _____
My Commission: _____

EXHIBIT A

LEGAL DESCRIPTION SCHOOL PROPERTY

Lot One (1) _____

Property Addresses: Vacant Land Campus Drive, Hartland WI

Tax Key Nos.:

EXHIBIT B

LEGAL DESCRIPTION SENIOR LIVING PROPERTY

Lot Two (2) _____

Property Addresses: Vacant Land Campus Drive, Hartland WI

Tax Key Nos.:

EXHIBIT C

LEGAL DESCRIPTION RESTRICTED PROPERTY

Outlot One (1) _____

Property Addresses: Vacant Land Campus Drive, Hartland WI

Tax Key Nos.:

EXHIBIT D

ACCESS DRIVE AND PARKING LOT IMPROVEMENTS

