

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

Derek Taylor  
3LP Hartland LLC  
504 W. Juneau Avenue  
Milwaukee, WI 53203

Tax Parcel I.D. #: See attached

**PUBLIC WALKING  
PATHWAY  
EASEMENT  
AGREEMENT**

[Above space reserved for recording information]

THIS PUBLIC WALKING PATHWAY EASEMENT AGREEMENT (the “*Agreement*”), made by 3LP Hartland Senior LLC, a Wisconsin limited liability company (“*Grantor*”), and the general public (“*Grantee*”), as represented by the Village of Hartland.

**RECITALS**

1. Grantor is the fee owner of the real estate on Campus Drive in Hartland, Wisconsin as more particularly described on Exhibit A attached hereto and incorporated herein (the “*Property*”).
2. Grantor intends to develop senior living apartments on the Property. As part of Grantor’s development of the Property, the Grantor and the Village of Hartland (the “*Village*”) have entered into that certain Development Agreement dated [REDACTED], 2024.
3. In accordance with the Development Agreement, Grantor hereby grants various easements on, over and across a portion of the Property for the benefit of Grantee, subject to the terms and conditions set forth in this Declaration.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the payment of One Dollar (\$1.00), the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Easement. Grantor, for itself and its successors and assigns, does hereby grant to Grantee a perpetual non-exclusive walking path easement (the “*Easement*”) in, upon, over, under and across the eight (8) foot asphalt walking path to be located on the Property and more particularly shown on Exhibit B attached hereto and incorporated hereon (the “*Easement Area*”) for unrestricted passage and enjoyment.
2. Improvement and Maintenance of Easement Area. Grantor, at its sole cost, will construct, improve, and maintain the Easement Area located on the Property in good repair, order and condition in accordance with all applicable codes, laws, ordinances, orders, rules, regulations, statutes, and other governmental requirements.
3. Rules and Regulations. Grantor may promulgate reasonable rules and regulations for the use of the Easement, including, without limitation, restricting or prohibiting night time usage and prohibiting littering, blocking or obstructing the Easement Area. The Village shall have no responsibility to enforce any promulgated rules and regulations pertaining to the Easement, but shall be required to enforce

any trespassing or other behavior related to Village ordinance(s) that it would enforce or otherwise address on any other owner's private property in the Village of Hartland.

4. Recording. This Agreement shall be recorded in the office of the Waukesha County Register of Deeds.

5. Covenants Run with the Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Grantee and Grantor, and their respective successors and assigns. Any fee simple owner of the Property, shall cease to have liability under this Agreement with respect to the facts and circumstances arising after such fee simple owner party has transferred its fee simple interest in the Property.

6. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefitting party from later use of the easement rights to the fullest extent authorized in this Agreement.

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

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to conflicts of law provisions.

9. Miscellaneous. This Agreement may only be modified or amended by an Agreement in writing duly executed and delivered by each of the parties hereto. If any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstances shall, to any extent, be deemed invalid or unenforceable under applicable law, then the remainder hereof and the application of such term, covenant, or condition to the persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby. The rights and privileges granted herein shall accrue to the benefit of each of the parties hereto and their respective successors and assigns. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements relating to the subject matter hereof. This Agreement shall be binding on and enforceable against the parties hereto and their respective successors and assigns. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. Either party may record this Agreement in the Waukesha County Register of Deeds Office.

[Signatures appear on following pages]

THIS AGREEMENT executed by the parties as of the date first written above.

**GRANTOR:**  
**3LP HARTLAND SENIOR LLC**

By: \_\_\_\_\_  
Matthew M. Burow, Manager

STATE OF WISCONSIN     )  
  ) SS  
MILWAUKEE COUNTY     )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024, the above named Matthew M. Burow, as Manager of 3LP Hartland Senior LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

(NOTARY SEAL)

**GRANTEE:  
VILLAGE OF HARTLAND**

By: \_\_\_\_\_  
Jeff Pfannerstill, Village President

ATTEST:

\_\_\_\_\_  
Santee Policello, Village Clerk

STATE OF WISCONSIN                    )  
  ) ss.  
COUNTY OF WAUKESHA            )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above-named Jeff Pfannerstill, Village President, to me known to be the person and officer who executed the foregoing instrument and acknowledged that he executed the same as such officer by the Village of Hartland.

\_\_\_\_\_  
NOTARY PUBLIC, State of Wisconsin  
Print Name: \_\_\_\_\_  
My Commission: \_\_\_\_\_

STATE OF WISCONSIN                    )  
  ) ss.  
COUNTY OF WAUKESHA            )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above-named Santee Policello, Village Clerk, to me known to be the person and officer who executed the foregoing instrument and acknowledged that she executed the same as such officer by the Village of Hartland.

\_\_\_\_\_  
NOTARY PUBLIC, State of Wisconsin  
Print Name: \_\_\_\_\_  
My Commission: \_\_\_\_\_

**EXHIBIT A**  
**PROPERTY LEGAL DESCRIPTION**

**EXHIBIT B**  
**EASEMENT AREA**

