

Document Number	AMENDED AND RESTATED EASEMENT	
<p>THIS AMENDED AND RESTATED EASEMENT made this [ ● ] day of August, 2025 but effective as of July 1, 2025, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, “GRANTOR,” and Torginol, LLC, a Delaware limited liability company (as a successor-by-conversion of Torginol, Inc.) and its respective successors and assigns “GRANTEE”;</p> <p>WITNESSETH:</p> <p>WHEREAS, GRANTOR and GRANTEE entered into that certain Easement, dated as of August 16, 2021, and recorded on August 19, 2021 in the Register of Deeds of Sheboygan County, Wisconsin as Instrument No. 2121072, “EXISTING AGREEMENT”; and</p> <p>WHEREAS, GRANTOR and GRANTEE desire to amend and restate the Existing Agreement as of the date hereof in accordance with the terms hereof.</p> <p>NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said GRANTOR, in consideration of one dollar (\$1.00) and other valuable consideration, and the covenants hereinafter contained, hereby grants to GRANTEE, its agents, employees, and invitees, an easement for transportation purposes over the portion of GRANTOR’S existing drainage easement described in Exhibit A.</p> <p>In exchange for this easement, GRANTEE covenants to do the following at its expense:</p> <ol style="list-style-type: none"><li>1. To install and maintain (including any and all necessary cleaning and repairs), a culvert system approved by GRANTOR of sufficient size to allow GRANTOR to continue effectively managing water drainage in this location.</li><li>2. To construct any driveway placed in the easement area described in Exhibit A in accordance with the City of Sheboygan Engineering Department’s required specifications.</li><li>3. To maintain any driveway placed in the easement area described in Exhibit A.</li><li>4. To promptly remove the culvert system and any driveway placed in the easement area described in Exhibit A upon termination of this easement. In such case, Grantee shall appropriately grade the easement area described in Exhibit A to ensure no disruption or impediment to proper water drainage consistent with the obligations set forth in the drainage easement recorded on 2/4/14 in the Register of Deeds of Sheboygan County, Wisconsin as Instrument No. 1982261.</li></ol> <p>The GRANTEE is also granted the associated necessary rights to carry out the covenants listed above.</p> <p>GRANTEE’S easement shall last for so long as (x) Parcel # 59281479081 and Parcel # 59281479085 (collectively, “PARCELS”) are both owned by GRANTEE (or its successors and assigns) or (y) notwithstanding the ownership of the Parcels, the Parcels are jointly operated by the same operator, unless the easement is earlier terminated by either GRANTEE or GRANTOR.</p> <p>The rights and covenants herein contained shall run with the land and be binding upon the parties hereto and their successors and assigns.</p>		<p>Recording Area</p> <p>Name and Return Address: [ ● ]</p> <p>59281479081, 59281479084, and 59281479085 Parcel Identification Number (PIN) This is not a homestead property.</p>

IN WITNESS WHEREOF, GRANTOR has caused the execution of this document on the [ ● ] day of August, 2025.

GRANTOR:  
CITY OF SHEBOYGAN

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[illegible]

Personally came before me, this [ ● ] day of August, 2025, \_\_\_\_\_ [Signatory Name]  
\_\_\_\_\_, \_\_\_\_\_ [Signatory Title], and \_\_\_\_\_ [Attestor Name], \_\_\_\_\_ [Attestor Title]  
\_\_\_\_\_, of the above-named municipal corporation, to me known to be the persons who executed  
the foregoing instrument, and to me known to be such \_\_\_\_\_ [Signatory Title] and  
\_\_\_\_\_ [Attestor Title] of the City of Sheboygan, and acknowledged that they executed the  
foregoing instrument as such officer of said corporation, by its authority.

Notary Public, State of Wisconsin  
My commission expires \_\_\_\_\_

IN WITNESS WHEREOF, GRANTEE has caused the execution of this document on the  
[ ● ] day of August, 2025.

GRANTEE:  
TORGINOL, LLC,  
a Delaware limited liability company

BY: \_\_\_\_\_  
Name:  
Title:

STATE OF )  
 ) SS.  
COUNTY OF )

Personally came before me, this [ ● ] day of August, 2025, \_\_\_\_\_[Signatory Name]  
\_\_\_\_\_, \_\_\_\_\_[Signatory Title] of the above-named corporation, to me known to be the  
person who executed the foregoing instrument, and to me known to be such \_\_\_\_\_[Signatory  
Title] of TORGINOL, LLC, and acknowledged that he/she executed the foregoing instrument as  
such officer of said corporation, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires \_\_\_\_\_

This document is authorized by and in accordance with Res. No. [ ● ] \_\_\_\_\_

This instrument drafted by:

[ ● ]

WI State Bar No. [ ● ]

ACKNOWLEDGED AND CONSENTED:

FIP MASTER FUNDING XXVIII,  
LLC,  
a Delaware limited liability company

By: FIP ACQUISITIONS II, LLC, a  
Delaware limited liability company,  
its Sole Equity Member

By: FUNDAMENTAL INCOME  
PROPERTIES, LLC, a Delaware  
limited liability company, its Sole  
Member

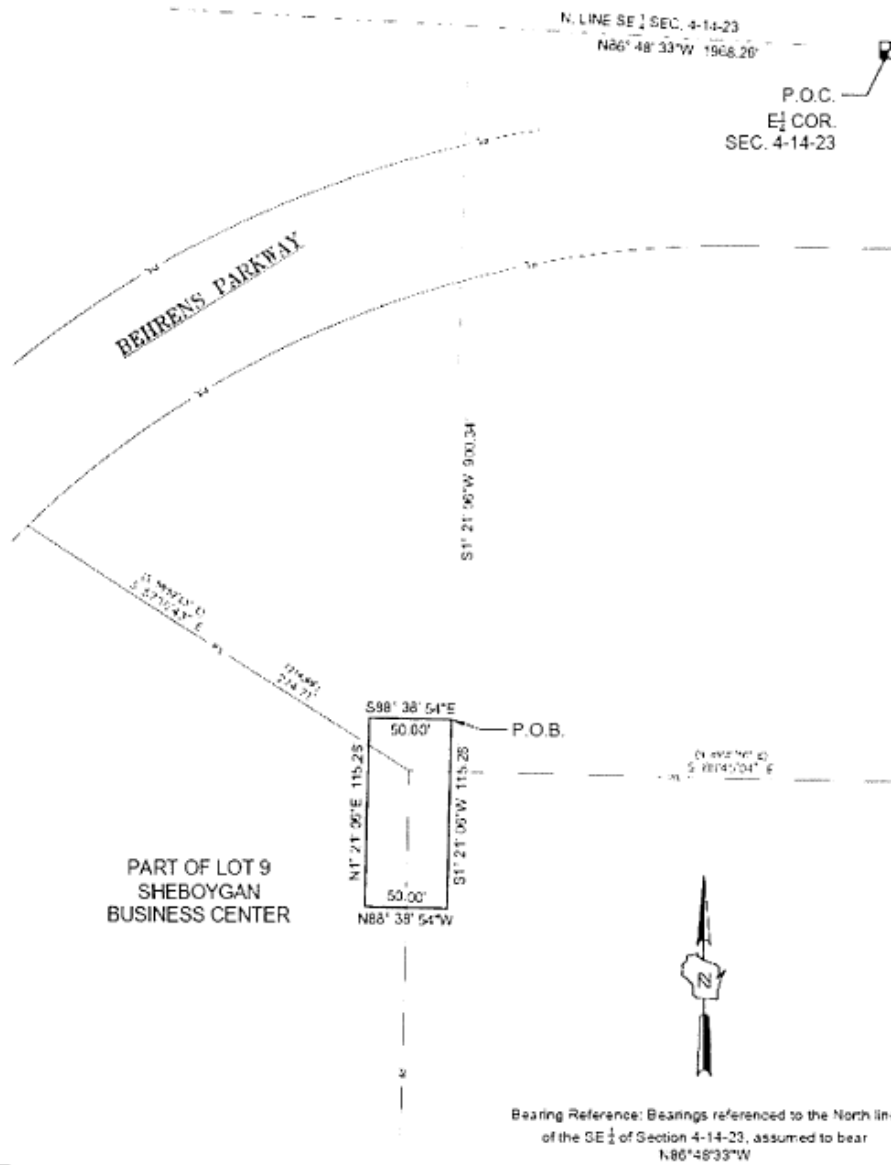
BY: \_\_\_\_\_  
Name:  
Title:

STATE OF )  
 ) SS.  
COUNTY OF )

Personally came before me, this [ ● ] day of August, 2025, \_\_\_\_\_ [Signatory Name]  
\_\_\_\_\_, \_\_\_\_\_ [Signatory Title] of FUNDAMENTAL INCOME PROPERTIES, LLC, the  
sole member of FIP ACQUISITIONS II, LLC, which is the sole equity member of the FIP  
MASTER FUNDING XXVIII, LLC, to me known to be the person who executed the foregoing  
instrument, and to me known to be such \_\_\_\_\_ [Signatory Title] of FIP MASTER FUNDING  
XXVIII, LLC, and acknowledged that he/she executed the foregoing instrument as such officer of  
said corporation, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires \_\_\_\_\_

# EXHIBIT A



**SIGMA GROUP**  
 Sage Source Smart Solutions  
 www.thesigmagroup.com  
 1300 West Canal Street  
 Milwaukee, WI 53233  
 Phone: 414-643-4200  
 Fax: 414-643-4210

PROJECT NUMBER 20074 DRAFTED BY BMR 9-02-2021

Exhibit \_\_\_\_\_

## LEGAL DESCRIPTION

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That part of Lot 9, in Sheboygan Business Center, in the Northwest 1/4 of the Southeast 1/4 of Section 4, Town 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, bounded and described as follows: Commencing at the East 1/4 corner of said Section 4; thence North 86°48'33" West, 1968.26 feet along the north line of said Southeast 1/4 section; thence South 1°21'06" West, 900.34 feet to the point of beginning; continue thence South 1°21'06" West, 115.28 feet; thence North 88°38'54" West, 50.00 feet; thence North 1°21'06" East, 115.28 feet; thence South 88°38'54" East, 50.00 feet to the point of beginning. Contains 5,764 square feet of land, more or less.