

Storm Water Easement

This Storm Water Easement (this "easement") is entered into by the Redevelopment Authority of the City of Sheboygan, Wisconsin, a public body corporate of the State of Wisconsin (the "Redevelopment Authority") and South Pier Family Investments Inc. ("South Pier") as of the ____ day of December, 2022.

Whereas, South Pier has rented the following described real estate ("Parcel 1") from the Redevelopment Authority pursuant to a Ground Lease dated October 2, 2019 and amended December ____, 2022:

Part of lot 2, South Pier (a subdivision) and part of the vacated portion of South Pier Drive, located in Government lot 1, Section 26, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.

Commencing at the NW corner Lot 2, South Pier; thence N71°20'04"E, along the north line of Lot 2, 189.21 feet to the point of beginning;

Thence, continuing N71°20'04"E 233.88 feet; thence S41°04'38"E 93.17 feet; thence southwesterly along the arc of a curve to the right, said curve having a radius of 187.00 feet and a main chord which bears S53°51'18"W 86.28 feet; thence S67°11'33"W 187.57 feet; thence N18°39'59"W 125.60 feet to the point of beginning, and containing 29145 square feet (0.6691 acres) of land, subject to any easements of record, easements acquired by use, or any rights continued to utilities within the rights of way of the discontinued or vacated portions of South Pier Drive and South 7th Street.

Whereas, the Redevelopment Authority is the owner of the following described real estate ("Parcel 2") which was subject to the Ground Lease, but will be removed from the Ground Lease as of January 1, 2022:

Part of lot 2, South Pier (a subdivision) and part of the vacated portion of South Pier Drive, located in Government lot 1, Section 26, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.

Commencing at the NW corner Lot 2, South Pier; thence N71°20'04"E, along the north line of Lot 2, 423.09 feet to the point of beginning;

Thence N40°37'08"E 149.15 feet; thence S49°24'36"E 73.18 feet; thence S40°35'24"W 5.00 feet; thence S49°24'36"E 18.72 feet; thence S40°31'02"W 157.67 feet; thence N41°04'38"W 93.17 feet to the point of beginning, and containing 14256 square feet (0.3273 acres) of land, subject to any easements of record, easements acquired by use, or any rights continued to utilities within the rights of way of the discontinued or vacated portions of South Pier Drive and South 7th Street.

Whereas, South Pier constructed certain improvements for underground storm water retention.

Whereas, the improvements for underground storm water retention are primarily located on Parcel 1, but also extend into the following described portion of Parcel 2 (the "Easement Area"):

Part of lot 2, South Pier (a subdivision) and part of the vacated portion of South Pier Drive, located in Government lot 1, Section 26, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.

Commencing at the NW corner Lot 2, South Pier; thence N71°20'04"E, along the north line of Lot 2, 423.09 feet; thence S41°04'38"E 19.04 feet to the point of beginning;

Thence, continuing S41°04'38"E 8.43 feet; thence N19°10'54"W 7.82 feet; thence S70°49'06"W 3.14 feet; to the point of beginning, and containing 12 square feet (0.0003 acres) of land, subject to any easements of record, or easements acquired by use.

Whereas, the Easement Area is depicted on Exhibit A attached hereto.

Whereas, the parties hereto wish to establish an easement for underground storm water retention as set forth in this Easement.

Now, therefore, in exchange for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Easement.** Redevelopment Authority hereby grants South Pier an easement to design, construct, maintain, repair and replace improvements for underground storm water retention within the Easement Area, including any portions thereof which currently or in the future may extend above the surface.
2. **Access & Restoration.** South Pier shall have the non-exclusive right to enter the Easement Area for the purposes set forth above. Redevelopment Authority shall not construct any structures or plant any trees or large plants in the Easement Area that materially interfere with South Pier's access or use of the Easement Area for the stated purposes. South Pier shall restore the Easement Area, including planting grass as appropriate, upon completing any work in the Easement Area.
3. **Costs.** South Pier shall be responsible for its costs to design, construct, maintain, repair and replace improvements in the Easement Area.
4. **Insurance.** South Pier may purchase such insurance for the improvements located on the Easement Area as it sees fit and shall be solely responsible for the cost thereof. Redevelopment Authority may purchase such insurance for the Easement Area as it sees fit and shall be solely responsible for the costs thereof.
5. **Recording.** This Easement may be recorded with the Sheboygan County Register of Deeds and it shall be a covenant running with the land and shall inure to the benefit of the parties herein and be binding upon their heirs, successors and assigns.
6. **Amendment.** This Easement may be amended with a written instrument executed by all of the parties hereto, or their successors in interest.

7. **Governing Law.** This Agreement shall be governed by Wisconsin law without respect to conflict of laws principals.

[Signature Lines]

This Instrument Was Drafted By:
OLSEN, KLOET, GUNDERSON & CONWAY
By: Joshua D. McKinley
602 North Sixth Street
Sheboygan, WI 53081
Telephone: 920-458-3701

Exhibit A