

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

**EASEMENT
AGREEMENT**

Benjamin E. Streckert
Three Leaf Partners LLC
504 W. Juneau Avenue
Milwaukee, WI 53203

Tax Parcel I.D. #: See attached

[Above space reserved for recording information]

THIS EASMENT AGREEMENT (this “**Agreement**”) is dated as of the ___ day of _____, 2026, by and between 3LP Wauwatosa LLC, a Wisconsin limited liability company (“**Owner**”), and the City of Wauwatosa (“**City**”).

RECITALS

A. Owner is the owner of the property located at 7474 Harwood Avenue, Wauwatosa, Wisconsin, as more particularly described on Exhibit A attached hereto and incorporated herein (the “**Owner Property**”).

B. The City is the owner of the adjacent park known as Pocket Park, as more particularly described on Exhibit B attached hereto and incorporated herein (the “**City Property**”, and together with the Owner Property, the “**Property**”).

C. In connection with Owner’s development of the Owner Property, the parties hereby create and establish certain easements subject to the terms and conditions set forth in this Agreement.

AGREEMENT

For good and valuable consideration, the receipt of sufficiency of which are acknowledged, the parties agree as follows:

1. Pergola Encroachment Easement; Lighting; Maintenance; and Repair.

a. Pergola Encroachment Easement. As part of Owner’s development of the Owner Property, Owner, at its sole costs and expense, and in compliance with all applicable laws, ordinances, rules and regulations, has constructed a pergola (the “**Pergola**”) which is partially located on the City Property. The City hereby grants to Owner a non-exclusive, perpetual easement (the “**Pergola Encroachment Easement**”) on, over and across those areas shown on the attached Exhibit C (the “**Encroachment Easement Area**”) for the encroachment of the Pergola onto the City Property, together with the rights of pedestrian ingress and egress over the Encroachment Easement Area to access, utilize, construct, maintain, repair and replace such Pergola.

b. Pergola Lighting, Maintenance and Repair. Owner shall, at its own cost and expense, be responsible for the lighting, maintenance, repair, and replacement of the Pergola and shall keep the same in a clean, safe, unobstructed (except any temporary obstruction required in connection with repairs), and good and usable condition (ordinary wear and tear excepted).

2. City Utility Easement. The Owner hereby grants to the City non-exclusive, perpetual easement (the “**City Utility Easement**”) to install, operate, maintain, repair, replace and remove, facilities used in connection with the transmission and distribution of electricity in, over, under, across, along, and upon the surface of the Owner’s

Property as shown on Exhibit D (the “City Utility Easement Area”), together with the reasonable right of access thereto.

3. Sanitary Sewer Easement. The City hereby grants to Owner a non-exclusive, perpetual easement (the “**Sanitary Sewer Easement**”, and together with the Pergola Encroachment Easement and Utility Easement, the “**Easements**”) to hookup, maintain, repair, replace, install and remove, the sanitary sewer lateral and related facilities (the “**Sanitary Sewer Facility**”) in, over, under, across, along, and upon the surface of the City Property as shown on Exhibit E (the “**Sanitary Sewer Easement Area**”, and together with the Encroachment Easement Area and Utility Easement, the “**Easement Areas**”), together with the reasonable right of access thereto. The Sanitary Sewer Facility, fixtures and appurtenances to the Sanitary Sewer Facility, are located below grade and shall remain located below grade in the Sanitary Sewer Easement Area. The City grants Owner, the right of ingress and egress upon reasonable notice to the City (except in the event of emergency) for purposes of exercising the easement rights described herein.

4. Irrigation and Planting Easement: The City hereby grants to Owner a non-exclusive easement (the “**Irrigation and Planting Easement**”) to install, operate, maintain, repair, replace and remove, facilities used in connection with the transmission and distribution of irrigation water in, over, under, across, along, and upon the surface of the City Property as shown on Exhibit F (the “**Irrigation Easement Area**”), together with the right to install, plant, maintain, replace, remove, and care for trees, shrubs, grasses, flowers, and other landscaping within the planters located within the Irrigation Easement Area, with the reasonable right of access thereto.

5. Connected Walls and Planters; Ownership; Maintenance; and Repair. Each Party shall own those retaining walls, lighting, shared planter beds, and related improvements located on or within its respective property. Notwithstanding the foregoing, Owner shall be solely responsible, at its sole cost and expense, for the maintenance, repair, replacement, and upkeep of the portion of the shared planter beds and retaining walls depicted on the attached Exhibit G (collectively, the “**Connected Walls and Planters**”), including, without limitation, all maintenance, repairs, and replacements arising from ordinary wear and tear, age, deterioration, depreciation, latent or patent defects, settlement, or construction-related issues associated with such Connected Walls and Planters. Notwithstanding the foregoing, the City shall be solely responsible, at its sole cost and expense, for any maintenance, repair, restoration, or replacement of any Connected Walls and Planters to the extent necessitated by or arising from the acts, omissions, negligence, misuse, damage, or activities of the City, its employees, agents, contractors, tenants, invitees, guests, licensees, City Property users, or attendees of the City Property, including damage caused by the use, operation, maintenance, or improvement of the City Property or related public facilities. For the avoidance of doubt, the Owner’s obligations under this Section shall be limited to maintenance, repair, and replacement necessitated by ordinary deterioration, structural failure, construction-related conditions, or similar non-City-caused conditions, and shall not include any damage or condition caused by the City or the parties acting by, through, or under the City. The City is responsible for the maintenance repair, replacement, and upkeep of the lighting that is installed in the connected walls and planters that are powered by the City’s electrical system.

6. Flatwork Ownership; Maintenance; and Repair. Each party, at its sole cost and expense, shall be responsible for the repair, replacement, maintenance, and landscaping of the Flatwork located on its property and shall keep the same in a clean, safe, unobstructed (except any temporary obstruction required in connection with repairs), good and usable condition (ordinary wear and tear excepted). “**Flatwork**” means all concrete, asphalt, paver, brick, stone, and other hardscape improvements located at or near ground level, including, without limitation, sidewalks, walkways, pedestrian paths, curb ramps, curbs, gutters, aprons, pads, landings, plazas, and similar paved or surfaced areas, together with all associated subbase, base course, drainage features, striping, markings, and appurtenant improvements. Notwithstanding the foregoing, Flatwork shall not include any Connected Walls and Planters (which shall be governed by Section 4), regardless of whether such improvements are adjacent to, integrated with, or support any Flatwork.

7. Insurance. Each party shall maintain in effect at all times during the term of this Agreement a policy or policies of comprehensive general liability insurance naming each other party as additional insured and insuring against injury to property, person, or loss of life arising out of use, occupancy or maintenance of the Easement Areas by each party, their successors, assigns, contractors, subcontractors, tenants, guests, customers, employees, agents and invitees. Each such insurance policy, including, without limitation, the coverage limits, terms and conditions thereof and the company underwriting such insurance policy, shall be commercially

reasonable, but shall initially be in an amount of not less than \$1,000,000. Upon written request from one party, the other party shall provide such requesting party with a copy of the requested insurance policy.

8. Default. In the event either party shall default in the performance of any of its obligations under the terms of this Agreement, 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 receipt 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, be entitled to reimbursement for all reasonable, actual costs incurred in so doing. The defaulting party agrees to pay all reasonable, actual attorney 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 Agreement. 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.

9. Covenants Running with the Land. This Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of each party and its respective successors and assigns (including any future owners of all or any portion of the Owner Property and the City Property) and shall remain in full force and effect until the permanent removal of the building located on the Owner Property, at which time this Agreement and all easements granted herein shall automatically terminate and be of no further force or effect.

10. Obstruction. Neither party, nor 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 Areas. No curbs, barriers, fences, dividers or other obstructions shall be placed in the Easement Areas to prevent, prohibit, or discourage 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 Areas.

11. Compliance with Laws. All construction, maintenance, and repairs within the Easement Areas shall be performed in compliance with all applicable laws, ordinances, rules, and regulations.

12. No Additional Encroachments. Owner shall not place, construct, or install any encroachment other than those described in this Agreement within the City Property.

13. Severability. All provisions of this Agreement 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.

14. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by the then-owners of the Property and duly recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin.

15. Recording. This Agreement and any amendments thereto shall be duly recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin.

16. No Waiver. No waiver of, acquiescence in, or consent to any default in any term, covenant or condition of this Agreement 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.

17. No Rights in Public; No Implied Easements. Nothing contained in this Agreement shall be deemed to constitute a dedication of the Easement Areas, 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 Agreement or such parties' respective successors and assigns. No easements, except those expressly set forth herein, shall be implied by this Agreement.

18. Wisconsin Law. This Agreement 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 parties hereby execute this Agreement as of the date first written above.

OWNER:
3LP WAUWATOSA LLC

By: _____
Matthew M. Burow, Manager

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
 } ss.
COUNTY OF _____ }

Personally came before me on _____, 2026, the above-named Matthew M. Burow, Manager of 3LP Wauwatosa LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

CITY:
CITY OF WAUWATOSA

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
 } ss.
COUNTY OF _____ }

Personally came before me on _____, 2026, the above-named _____ as _____
of the City of Wauwatosa, to me known to be the person who executed the foregoing instrument and acknowledged
the same.

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

CONSENT OF MORTGAGEE

_____ (“**Mortgagee**”), holder of a Mortgage dated _____, and recorded on _____, as Document Number _____ and other security interests of Mortgagee (collectively, the “**Mortgage**”), covering the Property, hereby consents to the execution and recording of the Agreement.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be signed by its duly authorized officers on its behalf at _____, Wisconsin on this ____ day of _____, 2026.

MORTGAGEE:

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2026, before me, personally appeared the above named _____ as _____ of _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

EXHIBIT A

LEGAL DESCRIPTION OWNER PROPERTY

Lots 32 to 42, in Ringrose Subdivision, in the Southwest 1/4 of Section 22, Township 7 North, Range 21 East, City of Wauwatosa, Milwaukee County, Wisconsin.

ALSO

That Parcel lying in the Southwest 1/4 of Section 22, Township 7 North, Range 22 East, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, Bounded and Described as follows:

Commencing at a point on the West line of said 1/4 Section 974.82 feet South of the Northwest corner of said 1/4 Section, said point being the Southwest corner of the recorded Ringrose subdivision; Thence South 65° 15' East, along the Southerly line of said Subdivision, 89.76 feet to the place of beginning of the land to be described; Thence North 24° 30' East 35.64 feet to a point; Thence South 65° 15' East 56.76 feet to a point; Thence South 24° 30' West 35.64 feet to a point; Thence North 65° 15' West 56.76 feet to the place of beginning.

Together with [insert legal for the portion of the City park lands conveyed to Owner (430 sf) [need legal description]

Tax Key No.: 3700455000 and part of [need for 430 sf lands]

Address: 7474 Harwood Avenue

EXHIBIT B

LEGAL DESCRIPTION CITY PROPERTY

[NEED LEGAL DESCRIPTION OF PARK PLUS THAT 4250 sf portion dedicated from Owner to City]

EXHIBIT C

PERGOLA ENCROACHMENT EASEMENT AREA

[NEED FINAL LEGAL DESCRIPTION]

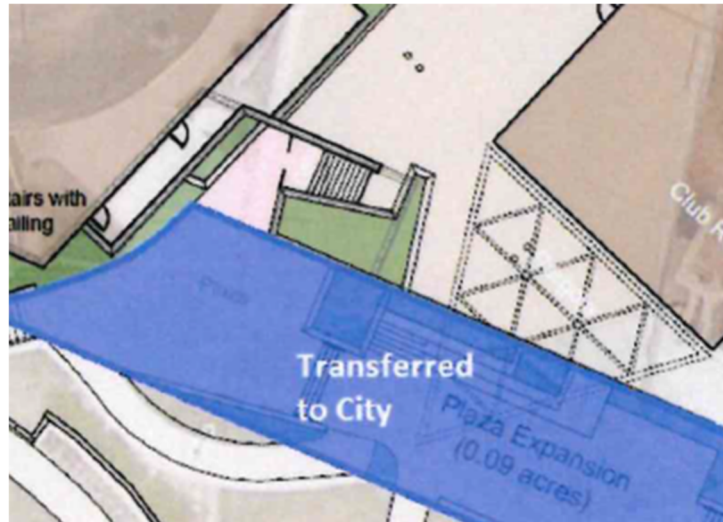


EXHIBIT D
CITY UTILITY EASEMENT AREA

[NEED FINAL EXHIBIT FROM SURVEYOR]

The light that will be powered by the City's electrical system but within the Owner's property is circled in red below.

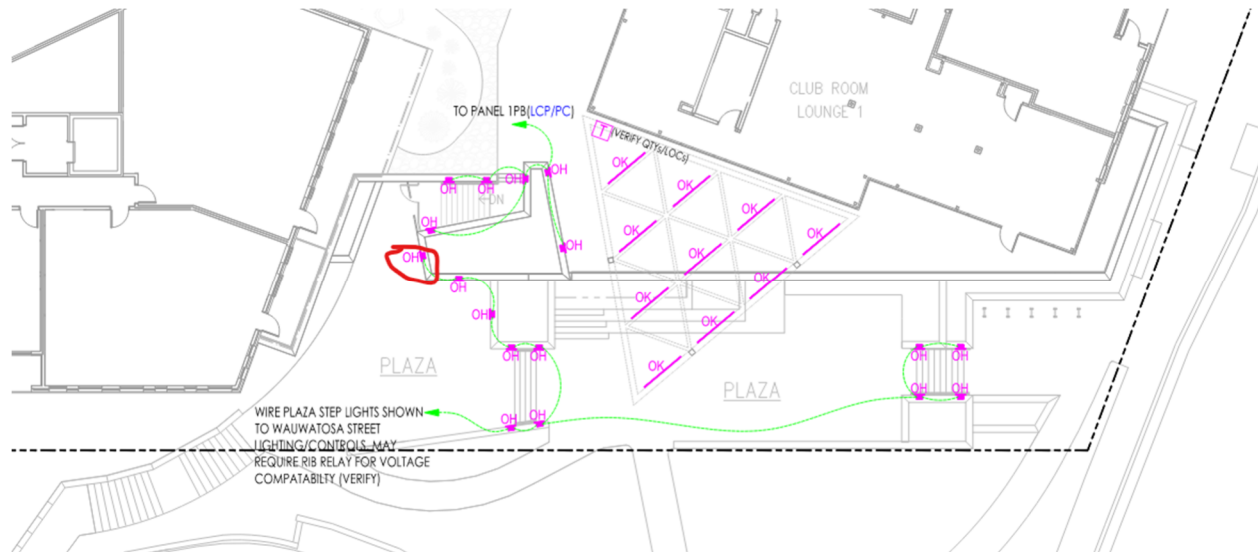


EXHIBIT G
CONNECTED WALLS AND PLANTERS

[NEED FINAL EXHIBIT FROM SURVEYOR]

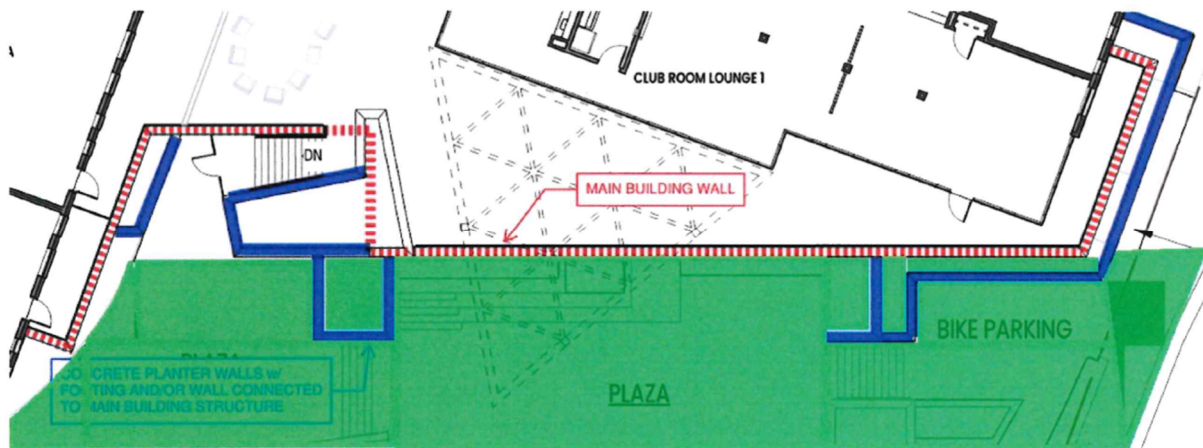
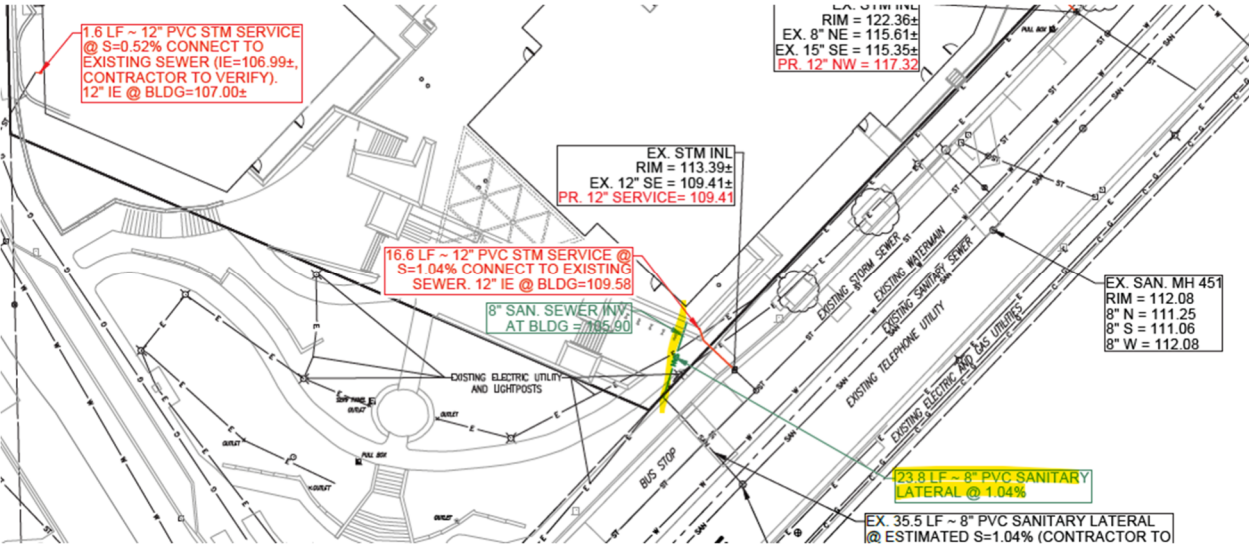


EXHIBIT E

SANITARY SEWER EASEMENT AREA

[NEED FINAL EXHIBIT FROM SURVEYOR]



[NEED FINAL EXHIBIT FROM SURVEYOR]

North of this line, irrigation connected to private system

South of this line, irrigation connected to City system

Possible Location for (3) Benard's Memorial Actual Memorial & Final Location to be Determined