

*****ATTACHMENTS*****

**SHARED ACCESS EASEMENT AGREEMENT
AND
CONSENT OF LANDLORD**

This Shared Access Easement Agreement (this "Agreement") is entered into by and between South Pier Family Investments, Inc. ("South Pier") and Reiss Condominium Association, Inc. ("Reiss") as of the ____ day of _____, 2019.

WHEREAS, South Pier has rented the following described real estate ("Parcel 1") from the Redevelopment Authority of the City of Sheboygan, Wisconsin, a public body corporate of the State of Wisconsin (the "Redevelopment Authority") pursuant to a Ground Lease dated October 2, 2019 (the "South Pier Ground Lease"):

Phase I of the Condominium is located upon real property described as:

Original 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"W, 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, 87.06 feet, 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.

Phase II of the Condominium is located upon real property described as:

Expansion 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"W, 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, Reiss has rented the following described real estate ("Parcel 2") from the Redevelopment Authority pursuant to a Ground Lease dated June 20, 2006, as subsequently amended and assigned (The "Reiss Ground Lease"):

Units 100, 101, 102, 201, 202, 203, 301, 302, 305, 306, 307, 308, 309, 310, 311, 312, 401, 402, and 403, C. Reiss Condominium, City of Sheboygan, Sheboygan County, Wisconsin, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a Declaration of Condominium for C. Reiss Condominium, dated August 21, 2007, and recorded August 22, 2007 at 3:41 p.m., in the office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1834303, and any amendments and/or corrections thereto, and by a Condominium Plat therefore.

Together with all appurtenant rights, title and interests, including (without limitation):

- (a) The undivided percentage interest in all Common Elements as specified for such Unit in the aforementioned Declaration;
- (b) The right to use the areas and/or facilities, if any, specified in the aforementioned Declaration, as Limited Common Elements for such unit; and
- (c) Membership in the C. Reiss Condominium Owner's Association (hereinafter the "Owners Association"), a corporation, as provided for in the aforementioned Declaration and in any Articles of Incorporation and/or By-laws for such Owner's Association.

WHEREAS, the parties hereto, on behalf of their respective unit owners and invitees, wish to share the use of the NON-EXCLUSIVE CROSS ACCESS AREA as depicted on Exhibit A attached hereto, (the "Non-Exclusive Cross Access Area") for ingress and egress purposes.

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

1. **Right of Access.** South Pier may construct a driveway and related improvements upon the Non-Exclusive Cross Access Area. Reiss and South Pier, including their respective unit owners and invitees, shall have the non-exclusive right to use the driveway for ingress and egress to and from their respective properties. Notwithstanding the forgoing, to the extent practicable, South Pier shall use the Non-Exclusive Cross Access Area for egress from, and not ingress into, Parcel I.
2. **Prohibition of Obstructions.** No vehicle or other items may be parked, stored, or left in the Non-Exclusive Cross Access Area. Neither party may authorize or permit any obstruction to the Non-Exclusive Cross Access Area without the consent of the other party.
3. **Construction.** South Pier, at its own expense, shall be responsible for the design and construction of the driveway on the Non-Exclusive Cross Access Area. South Pier shall make reasonable efforts to minimize the obstruction of the Non-Exclusive Cross Access Area during the construction of the driveway and Phase I of its condominium development.

4. **Maintenance and Repairs.** Ongoing maintenance and repairs, including snow and ice removal, for the portions of the Non-Exclusive Cross Access Area located on Parcel 1 shall be the responsibility of South Pier. Ongoing maintenance and repairs, including snow and ice removal, for the portions of the Non-Exclusive Cross Access Area located on Parcel 2 shall be the responsibility of Reiss.

Notwithstanding the foregoing, each party, at its own expense, shall be responsible for repairing any damage that it causes to the driveway or other improvements to the Non-Exclusive Cross Access Area. Nothing in this Agreement precludes a party hereto from seeking indemnification from any third party, including a unit owner or invitee of either party, who is legally liable for damage caused to the parking spaces and related improvements.

From time to time the parties may agree in writing to jointly cooperate to maintain, repair, plow, and/or salt the entire Non-Exclusive Cross Access Area. Such an agreement could, for example, include an agreement to share the cost of hiring a particular snow plowing service or to share in the cost of hiring a particular pavement repair contractor.

5. **Insurance.** The portions of the Non-Exclusive Cross Access Area located on Parcel 1 shall be insured by South Pier. The portions of the Non-Exclusive Cross Access Area located on Parcel 2 shall be insured by Reiss.
6. **Taxes.** The real estate taxes, special assessments, and personal property taxes for the portions of the Non-Exclusive Cross Access Area located on Parcel 1 shall be paid by South Pier. The real estate taxes, special assessments, and personal property taxes for the portions of the Non-Exclusive Cross Access Area located on Parcel 2 shall be paid by Reiss.
7. **Controlling Documents.** This Agreement is subject to the rights of the Redevelopment Authority under the terms of the Ground Leases it has entered into with the parties hereto. Except as otherwise provided in this Agreement, the portions of the Non-Exclusive Cross Access Area located on Parcel 1 shall be governed by the condominium documents for Parcel 1 and the portions of the Non-Exclusive Cross Access Area located on Parcel 2 shall be governed by the condominium documents for Parcel 2.
8. **Recording.** This Agreement may be recorded with the Sheboygan County Register of Deeds and it shall run with the land until such time as the South Pier Ground Lease and the Reiss Ground Lease, including any renewal terms of either lease, have both terminated.
9. **Amendment.** This Agreement may be amended with a written instrument executed by all of the parties hereto, or their successors in interest.
10. **Governing Law.** This Agreement shall be governed by Wisconsin law without respect to conflict of laws principals.

11. **Approval.** Reiss warrants and represents that it has been authorized to enter into this Agreement, on behalf of itself and the Unit Owners of C. Reiss Condominium, pursuant to a vote of its Board of Directors as authorized by Section 15.4 of the Declaration of Condominium of C. Reiss Condominium.

This Shared Access Easement Agreement is entered into by the undersigned as of the date first written above.

SOUTH PIER FAMILY INVESTMENTS, INC.

By: _____
Toby Watson, President

STATE OF WISCONSIN)
 : SS
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2019, Toby Watson, President, of the above named Corporation, to me known to be the person who executed the foregoing instrument as such officers of said Corporation.

Notary Public, _____ County, WI
My Commission (expires) (is) _____

REISS CONDOMINIUM ASSOCIATION, INC.

By: _____
Ellyn Hansen, President

Attest: _____
Rachel Opgenorth, Secretary

STATE OF WISCONSIN)
 : SS
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2019, Ellyn Hansen, President, and Rachel Opgenorth, Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument as such officers of said Corporation.

Notary Public, _____ County, WI
My Commission (expires) (is) _____

THIS DOCUMENT DRAFTED BY:
Attorney Joshua D. McKinley
OLSEN, KLOET, GUNDERSON & CONWAY
602 North 6th Street
Sheboygan, WI 53081
Telephone: 920-458-3701
Facsimile: 920-459-2725

CONSENT OF LANDLORD

Whereas, the Redevelopment Authority of the City of Sheboygan, Wisconsin, a public body corporate of the State of Wisconsin (the "Redevelopment Authority") is the owner of Parcel 1 and Parcel 2 described in the above Shared Access Easement Agreement (the "Agreement");

Whereas, the Redevelopment Authority has leased Parcel 1 to South Pier Family Investments, Inc. ("South Pier") pursuant to a Ground Lease dated October 2, 2019 (the "South Pier Ground Lease");

Whereas, the Redevelopment Authority has leased Parcel 2 to Reiss Condominium Association, Inc. ("Reiss") pursuant to a Ground Lease dated June 20, 2006, as subsequently amended and assigned (the "Reiss Ground Lease"); and

Whereas, the Redevelopment Authority wishes to approve the Agreement and to cause the Agreement to continue in the event one of the ground leases is terminated.

Now, therefore, in exchange for consideration, the receipt and sufficiency of which is hereby acknowledged, the Redevelopment Authority hereby agrees as follows:

1. **Consent.** The Redevelopment Authority hereby ratifies and approves the Agreement between South Pier and Reiss.
2. **Continuation of the Agreement.**
 - a. Upon the termination of the South Pier Ground Lease, whether due to the expiration of its term or a renewal term, a default under the South Pier Ground Lease, or for any other reason, the Redevelopment Authority, its heirs or assigns, shall assume the prospective responsibilities of South Pier under the Agreement until such time as the Reiss Ground Lease also terminates.
 - b. Upon the termination of the Reiss Ground Lease, whether due to the expiration of its term or a renewal term, a default under the South Pier Ground Lease, or for any other reason, the Redevelopment Authority, its heirs or assigns, shall assume the prospective responsibilities of Reiss under the Agreement until such time as the South Pier Ground Lease also terminates.
3. **No Liability for the Acts of South Pier or Reiss.** Nothing in this Consent of Landlord shall be construed to make the Redevelopment Authority, its heirs or assigns, liable for any breach of the Agreement that took place prior to the termination of the South Pier Ground Lease or the Reiss Ground Lease.
4. **Amendment.** The Redevelopment Authority shall not be bound by any amendment to the Agreement unless it consents to the amendment in writing.
5. **Assignment.** The Redevelopment Authority may freely assign its responsibilities to South Pier under this Consent to the future tenants or owners of Parcel 2. The Redevelopment Authority may freely assign its responsibilities to Reiss under this Consent to the future tenants or owners of Parcel 1.

This Consent of Landlord is executed by the undersigned as of the date first written above.

**REDEVELOPMENT AUTHORITY OF
THE CITY OF SHEBOYGAN, WI**

By: _____
Roberta Filicky-Peneski
Chairperson

Attest: _____
Chad D. Pelishek
Executive Director

STATE OF WISCONSIN)
 : SS
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2019, Roberta Filicky-Peneski, Chairperson, and Chad D. Pelishek, Executive Director, of the Redevelopment Authority of The City of Sheboygan, WI, to me known to be the persons who executed the foregoing instrument as such officers of said Corporation.

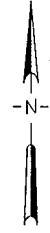
Notary Public, _____ County, WI
My Commission (expires) (is) _____

NOT FOR RECORDING

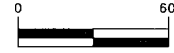
7/8/19 DRAFT FOR REVIEW

LEASE AREA EXHIBIT

BEING PART OF LOT 2 SOUTH PIER PLAT AND PART OF VACATED EAST WATER STREET RIGHT-OF-WAY AND VACATED SOUTH PIER DRIVE RIGHT-OF-WAY, LOCATED IN THE NE1/4 OF THE NW1/4 SEC.26, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

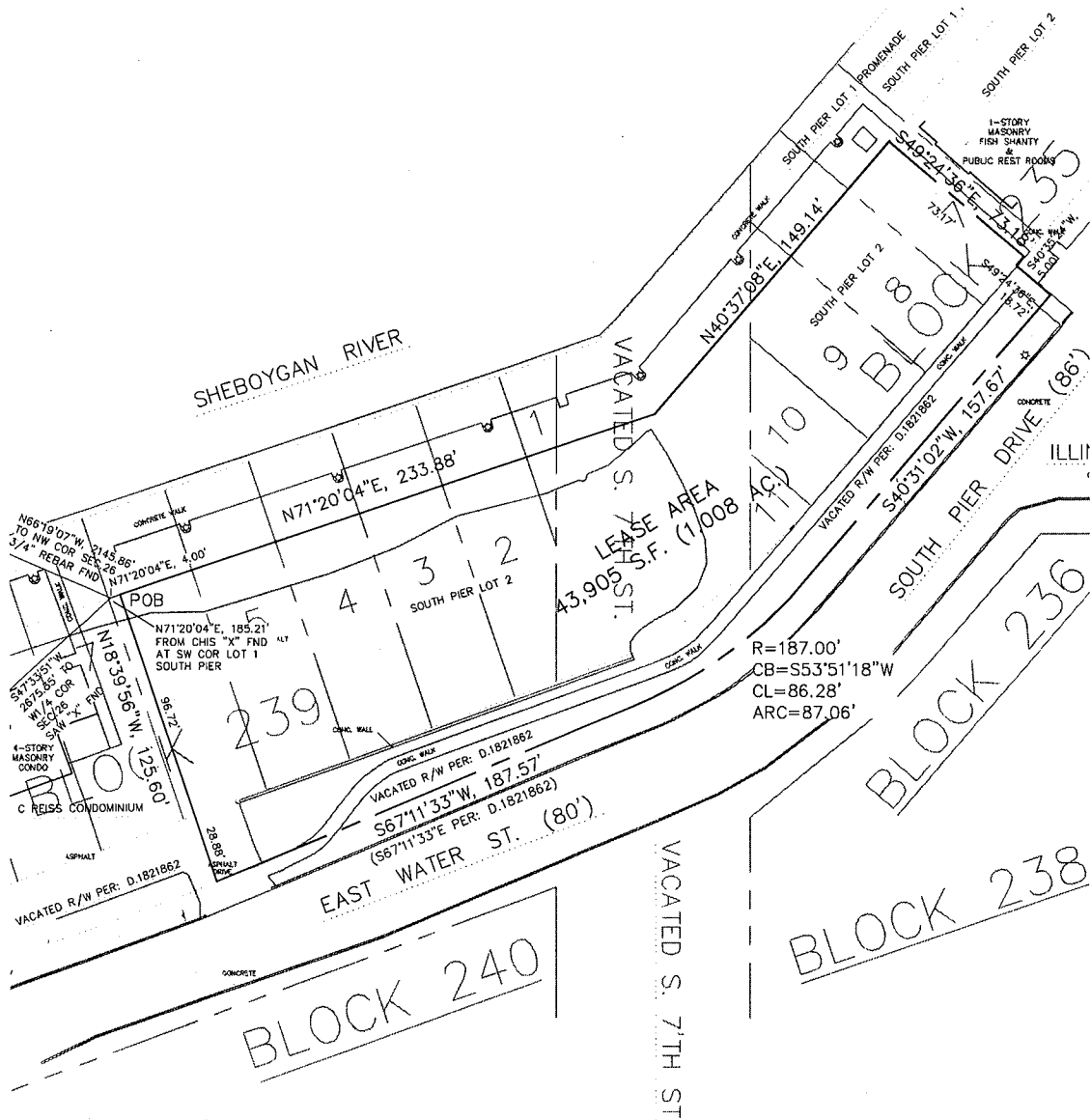


GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

BEARINGS HEREON ARE 0.7122(C)(2) "IN ACCORDANCE WITH THE SHEBOYGAN COUNTY COORDINATE MONUMENTATION SYSTEM" THE EAST LINE OF THE SW1/4 SEC. 23 RECORDED ON SOUTH PIER PLAT TO BEAR N00°20'10"W



This instrument was drafted by:

MILLER ENGINEERS SCIENTISTS

5308 South Twelfth Street
Sheboygan, Wisconsin 53081
920-458-6164

Job No. 20215-M Date: July 8, 2019

EXHIBIT

A

Sheet

LEASE AREA EXHIBIT

BEING PART OF LOT 2 SOUTH PIER PLAT AND PART OF VACATED EAST WATER STREET RIGHT-OF-WAY AND VACATED SOUTH PIER DRIVE RIGHT-OF-WAY, LOCATED IN THE NE1/4 OF THE NW1/4 SEC.26, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

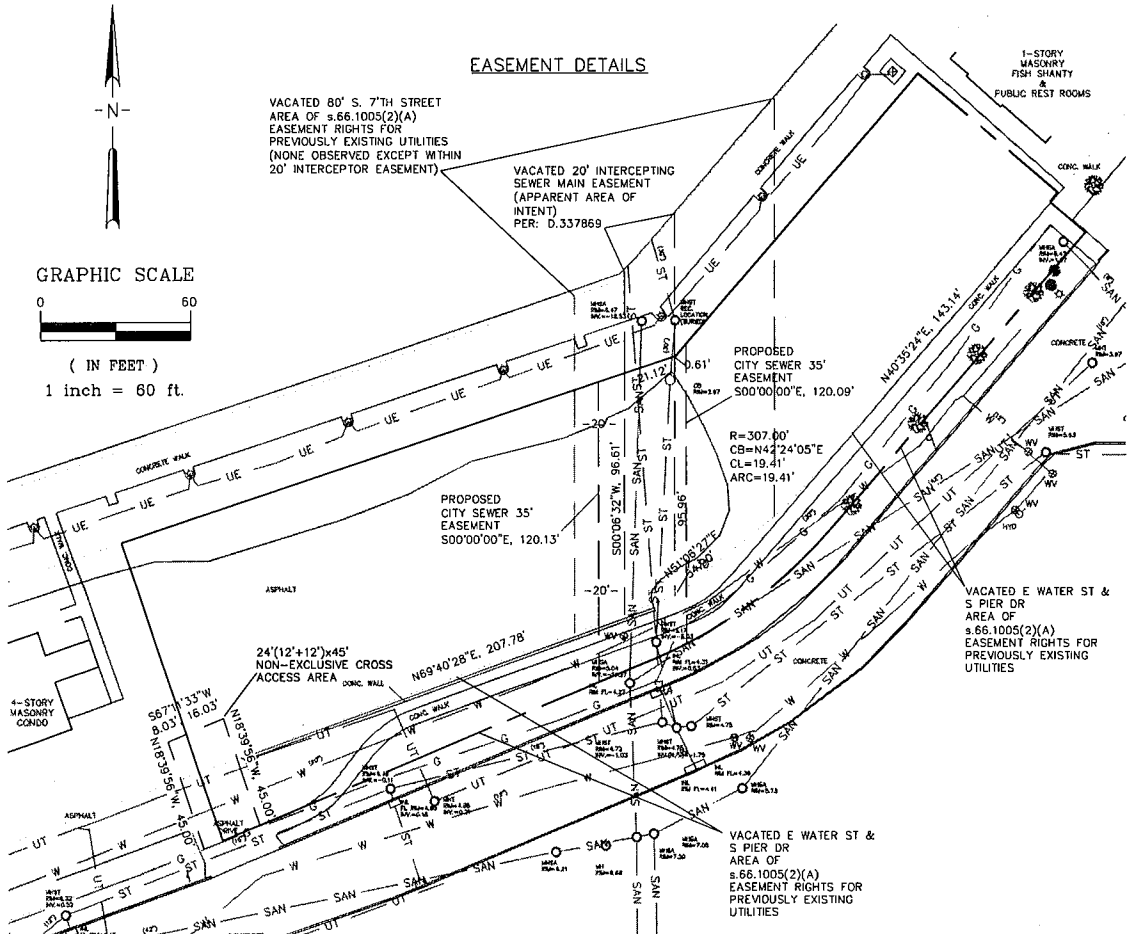
LEASE AREA DESCRIPTION

BEING PART OF LOT 2 SOUTH PIER PLAT AND PART OF VACATED EAST WATER STREET RIGHT-OF-WAY AND VACATED SOUTH PIER DRIVE RIGHT-OF-WAY, LOCATED IN THE NE1/4 OF THE NW1/4 SEC.26, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF LOT 1 SOUTH PIER PLAT THENCE N71°20'04"E ALONG THE SOUTHERLY LINE OF SAID LOT 1, 185.21 FEET TO THE NORTHEAST CORNER OF THE C. REISS CONDOMINIUM; THENCE CONTINUING N71°20'04"E ALONG THE SOUTHERLY LINE OF SAID LOT 1, 4.00 FEET TO THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING, CONTINUING N71°20'04"E ALONG SAID SOUTHERLY LINE, 233.88 FEET TO AN ANGLE POINT; THENCE N40°37'08"E ALONG SAID SOUTHERLY LINE, 149.14 FEET; THENCE S49°24'36"E, 73.18 FEET TO THE WESTERLY LINE OF SOUTH PIER DRIVE; THENCE S40°35'24"W ALONG SAID WESTERLY LINE, 5.00 FEET TO AN ANGLE POINT OF SAID WESTERLY LINE; THENCE S49°24'36"E ALONG SAID WESTERLY LINE, 18.72 FEET TO AN ANGLE POINT OF SAID WESTERLY LINE; THENCE S40°31'02"W ALONG SAID WESTERLY LINE, 157.67 TO A POINT OF CURVATURE OF SAID WESTERLY LINE; THENCE ALONG SAID WESTERLY LINE 87.06 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET AND A CHORD THAT BEARS S53°51'18"W, 86.28 FEET; THENCE S67°11'33"W (REC. S67°11'33"E) ALONG SAID WESTERLY LINE, 187.57 FEET; THENCE N18°39'56"W, 125.60 FEET TO THE POINT OF BEGINNING; CONTAINING 43,402 S.F. (0.996 AC.) OF LAND.



This instrument was drafted by:
MILLER ENGINEERS SCIENTISTS
5308 South Twelfth Street
Sheboygan, Wisconsin 53081
920-458-6164
Job No. 20215-M Date: July 8, 2019