

**AMENDMENT TO  
DECLARATION OF RECIPROCAL  
EASEMENTS**

Reserved for Recording

Drafted by and return to:

Attorney Edward J. Lawton  
Axley Brynelson, LLP  
2 E. Mifflin St., Suite 200  
Madison, WI 53703

See Exhibits

Parcel Identification Number

THIS AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS (this “Amendment”) by and between CORBEN LAND DEVELOPMENT, LLC (“CLD”), CORBEN BUILDING A, LLC (“CBA”), PANKRATZ BUILDING LAND, LLC (“PBL”) and SOUTH CENTRAL LIBRARY SYSTEM (“SCLS”). SCLS, CLD, PBL, and CBA are sometimes referred to together herein as the “Owners” and individually as an “Owner”). This Amendment is effective as of the date of the last signature set forth below.

**RECITALS:**

A. Certified Survey Map No. 13328, recorded in the office of the Register of Deeds for Dane County, Wisconsin, (the “CSM”) created four (4) lots identified as Lot 1, Lot 2, Lot 3, and Lot 4.

B. The Declaration of Reciprocal Easements dated July 26<sup>th</sup>, 2012 made by Corben Land Development, LLC, Corben Building B, LLC, and Corben Building A, LLC and recorded as Document Number 4931934 in the office of the Register of Deeds of Dane County, Wisconsin (“2012 Easement”) relates to Lots 1-4 of the CSM and to Lot Forty-six (46), Second Addition, to Truax Air Park West (“Lot 46”).

C. SCLS is the owner of the tenant interest under the leasehold estate referred to on Exhibit A attached hereto and incorporated herein.

D. CBA is the owner of the tenant interest under the leasehold estate referred to on Exhibit B attached hereto and incorporated herein.

E. CLD is the owner of the tenant interest under the leasehold estate referred to on Exhibit C attached hereto and incorporated herein.

F. PBL is the owner of the tenant interest under the leasehold estate referred to on Exhibit D attached hereto and incorporated herein.

G. The undersigned parties desire to amend the 2012 Easement as provided herein.

**AGREEMENT:**

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated into this Amendment as if fully set forth herein. All capitalized terms used, but not otherwise defined herein, shall have the meaning assigned in the 2012 Easement.

2. Amendment of 2012 Easement. The 2012 Easement is hereby amended by amending and restating in its entirety Section 5 of the 2012 Easement as follows:

“5. Maintenance, Repair, Replacement. Each Lot Owner and Lot 46 Owner shall, at its sole cost, maintain the surface of all Easement Areas located on such Lot Owner's Lot (including Lot 46 Owner as to Lot 46) and any subsurface storm sewer improvements, if any, in good condition and repair and shall make replacements, and shall provide for snow and ice removal and mitigation, all as necessary to maintain all such areas in a first-class, safe, efficient and code compliant condition.

(a) The Lot Owner of Lot 3 will have no liability for any costs or expenses of repair, maintenance, replacement, snow removal, ice removal, snow mitigation, ice mitigation, or any other costs or expenses associated with the repair, maintenance, or upkeep of any driveway or drive aisle located on Lot 2 (“South Driveway”).

(b) Regarding the North Driveway, the Lot 46 Owner shall maintain the surface of the North Driveway in good condition and repair, shall make replacements, and shall provide for snow and ice removal and mitigation, all as necessary to maintain the North Driveway in a first-class, safe, efficient and code-compliant condition.

(i) The Lot Owner of Lot 3 and the holder of any ground lessee's interest in Lot 46 (“Lot 46 Owner”), shall share the costs of maintaining, repairing and replacing (including but not limited to snow and ice removal and mitigation) the North Driveway equally (subject to modification as provided below).

(ii) The drive aisle on Lot 46 shown in Exhibit D to this Declaration as the hatched drive aisle area on Lot 46 is the “North Driveway”.

(iii) Once an occupancy permit is issued for improvements on Lot 4 then notwithstanding anything to the contrary in this Section 5, the Lot Owner of Lot 3 (“Lot 3 Owner”), the Lot Owner of Lot 4, and the Lot 46 Owner shall each pay 1/3<sup>rd</sup> of the costs of maintaining, repairing, and replacing the North Driveway (including, but not limited to, snow and ice removal and mitigation costs).

(iv) Before engaging any vendor or contractor to perform the obligations of the Lot 46 Owner with respect to the North Driveway, the approval of the Lot Owner of Lot 3 is required as to the contractor or vendor and the applicable contract which approval will not be unreasonably withheld, conditioned, or delayed.

(vi) In the event that for any reason snow and ice is not being properly removed or mitigated from the North Driveway the Lot Owner of Lot 3 has the right to remove or mitigate snow or ice from the North Driveway and will be entitled to reimbursement for such costs from the Lot 46 Owner and (if applicable) the Lot 3 Owner in accordance with the cost sharing provisions stated above in this Section 5(b).”

3. Confirmation of No North Driveway Costs. PLB hereby confirms, certifies and represents and warrants to SCLS that as of the date hereof there are no costs or expenses attributable to the North Driveway (defined above) for which any amount is owed by the Lot Owner of Lot 3 pursuant to Section 5 of the 2012 Easement or otherwise.

4. Notice. All notices and other communications given pursuant to this Amendment shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or upon deposit in the U.S. mail if sent postage prepaid by United States registered or certified mail, return receipt requested, addressed as follows:

If to PBL:

Marty Rifken  
1402 Pankratz Street, Suite 105  
Madison, WI 53704

If to CLD:

Marty Rifken  
1402 Pankratz Street, Suite 105  
Madison, WI 53704

If to CBA:

Marty Rifken  
1402 Pankratz Street, Suite 105  
Madison, WI 53704

If to SCLS:

System Director  
South Central Library System  
4610 S. Biltmore Lane, Suite 101  
Madison, WI 53718-2153

With a copy to:

Axley Brynelson, LLP  
Attn: Edward J. Lawton  
P.O. Box 1767  
Madison, WI 53701-1767

5. Further Amendment. In the event of any conflict between the terms of this Amendment and the terms of the 2012 Easement, the terms of this Amendment shall control. This Amendment and/or

the 2012 Easement may only be amended by written agreement signed by the then holders of all the tenant interests in all the leases described in the attached Exhibits A-D hereto and recorded in the office of the Register of Deeds for Dane County, Wisconsin.

(Signature pages follow)













**CONSENT OF MORTGAGEE**

\_\_\_\_\_ consents to this instrument and subordinates any mortgage interest that it may have in the interest in real estate described on Exhibit C below to this instrument.

Dated this \_\_\_\_\_, 2022.

\_\_\_\_\_

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF DANE        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_.

Printed name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires \_\_\_\_\_



**CONSENT OF MORTGAGEE**

\_\_\_\_\_ consents to this instrument and subordinates any mortgage interest that it may have in the interest in real estate described on Exhibit C below to this instrument.

Dated this \_\_\_\_\_, 2022.

\_\_\_\_\_

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF DANE        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_.

Printed name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires \_\_\_\_\_

## EXHIBIT A

Leasehold estate created by indenture of lease entered into by and between Dane County, lessor, and Corben Land Development, LLC, lessee, dated August 25, 1999, evidenced by the Declaration Creating Leases, recorded on September 14, 1999, as Document No. 3155011, as subsequently amended demising Premises described below:

Lot 3 Certified Survey Map No. 13328 in the City of Madison, Dane County, Wisconsin.

## EXHIBIT B

Leasehold estate created by indenture of lease entered into by and between Dane County, lessor, and Corben Land Development, LLC, lessee, dated August 25, 1999, evidenced by the Declaration Creating Leases, recorded on September 14, 1999, as Document No. 3155011, as subsequently amended demising Premises described below:

Lot 1 Certified Survey Map No. 13328 in the City of Madison, Dane County, Wisconsin.

## EXHIBIT C

Leasehold estate created by indenture of lease entered into by and between Dane County, lessor, and Corben Land Development, LLC, lessee, dated August 25, 1999, evidenced by the Declaration Creating Leases, recorded on September 14, 1999, as Document No. 3155011, as subsequently amended demising Premises described below:

Lot 2 Certified Survey Map No. 13328 in the City of Madison, Dane County, Wisconsin.

Leasehold estate created by indenture of lease entered into by and between Dane County, lessor, and Corben Land Development, LLC, lessee, dated August 25, 1999, evidenced by the Declaration Creating Leases, recorded on September 14, 1999, as Document No. 3155011, as subsequently amended demising Premises described below:

Lot 4 Certified Survey Map No. 13328 in the City of Madison, Dane County, Wisconsin.

## EXHIBIT D

Leasehold estate created by indenture of lease entered into by and between Dane County, lessor, and Corben Land Development, LLC, lessee, dated August 25, 1999, evidenced by the Declaration Creating Leases, recorded on September 14, 1999, as Document No. 3155011, as subsequently amended demising Premises described below:

Lot 46 of the Second Addition to Truax Air Park West, in the City of Madison, Dane County, Wisconsin.