

EXHIBIT E

DECLARATION OF ROAD EASEMENT

This Document was drafted by and
should be returned to:

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Tax Parcel Identification Numbers

DECLARATION OF ROAD EASEMENT

This Declaration of Road Easement (the "***Easement***") is made effective is May ____, 2018
by Deer Haven Development Corp. ("***Deer Haven***").

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RECITALS:

A. Deer Haven is the fee simple owner of the certain real property located in the Town of Verona, Wisconsin, as more specifically described on Exhibit A (the "**Deer Haven Property**").

B. Deer Haven is developing a single family, residential condominium on the Deer Haven Property with a private road system as shown the attached Condominium Plat.

C. Section 71.19(1)(b), Dane County Code and the Dane County Comprehensive Plan call for the "continuation or appropriate projection of existing proposed collector and arterial streets in the area," where possible.

D. As part of its Condominium Plat, Deer Haven has extended the private roads, Darby Fields Drive to the western lot line of Deer Haven Property and Deer Haven Trail to the eastern lot line of Deer Haven Property, to provide for connections to the abutting properties (the property to the east of Deer Haven Property is the "**Eastern Benefitted Property**" and the property to the west of Deer Haven is the "**Western Benefitted Property**". The Eastern Benefitted Property and the Western Benefitted Property may be collectively referred to as the "**Benefitted Properties**". The Benefitted Properties are described on Exhibit A.

EASEMENT:

NOW, THEREFORE, Deer Haven declares the Deer Haven Property is subject to the following Road Easement:

1. Road Connection Easement.

a. Deer Haven grants to the Western Benefitted Property a permanent, perpetual, non-exclusive easement and right-of-way to construct, reconstruct, repair, maintain, operate, and inspect a connection from a future road located on the Western Benefitted Property to Darby Fields Drive (the "**Darby Field Road Connection**"). The Western Benefitted Property owner shall be responsible for all costs of construction, reconstruction, repair, and maintenance of the Darby Field Road Connection. The Darby Field Road Connection shall be built to at least the minimum road standards of the applicable municipality at the time of construction.

b. Deer Haven grants to the Eastern Benefitted Property a permanent, perpetual, non-exclusive easement and right-of-way to construct, reconstruct, repair, maintain, operate, and inspect a connection from a future road located on the Eastern Benefitted Property to Deer Haven Trail (the "**Deer Haven Road Connection**"). The Eastern Benefitted Property owner shall be responsible for all costs of construction, reconstruction, repair, and maintenance of the Deer Haven Road Connection. The Deer Haven Road Connection shall be built to at least the minimum road standards of the applicable municipality at the time of construction. The Darby Field Road Connection and the Deer Haven Road Connection may be referred to individually as a "**Road Connection**" and collectively as the "**Road Connections.**"

2. Road Use Easement. It is Deer Haven's expectation that the Benefitted Properties will be developed for primarily residential use, and that the future owners or renters

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that live on the Benefitted Properties shall have an easement to use Darby Fields Drive, Deer Haven Trail, Fawn Meadow Lane and Bright Angel Court ("**Road Easement**") subject to all reasonable rules and regulations of use even if Darby Fields Drive, Deer Haven Trail, Fawn Meadow Lane and Bright Angel Court are private roads as currently contemplated for the Deer Haven Property. The Road Easement may also be used by firefighting, emergency and other public vehicles and personnel for public services, emergencies, fires and similar events, and for use by the general public. It is intended that the Road Easement shall permit year-round access for vehicles and foot traffic. As way of example, if the Western Benefitted Property is developed into a single family residential subdivision, the lot owners, and their tenants, guests and invitees shall have a right to use the Road Easement to access and travel over Darby Fields and Deer Haven Trail to Sunset Drive. Conversely, the Deer Haven Property unit owners and their tenants, guests and invitees shall have the right to use the Road Easement to access and travel over any future roads constructed on the Milk Cans Property.

3. Binding Effect. The covenants contained in this Easement shall be binding upon and shall inure to the benefit of the Parties, their successors and assigns.

4. Covenants Running with the Land. All the terms, conditions, covenants and other provisions contained in this Easement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by the Benefitted Properties, and their respective successors and assigns. The Road Connections and Road Easement granted under this Easement are easements appurtenant to the respective properties and may not be assigned, transferred or conveyed separately from, or severed from, the title to such properties. Should the Benefitted Properties agree in writing to terminate the Road Connections or the Road Easement, each party, and each of their respective successors and assigns as fee simple owners of the burdened and benefited properties, shall cease to have further right or liability under this Easement.

5. Severability. If any term or condition of this Easement or the application of this Easement to any person or circumstances shall be deemed invalid or unenforceable, the remainder of this Easement or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

6. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Easement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Easement.

7. Enforcement. Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to restrain or prevent the violation or to obtain any other relief.

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8. Not a Dedication. Nothing herein shall be deemed a dedication of the private roads to Dane County or the Town of Verona; provided, however, Dear Haven retains the right to dedicate any roads located on the Deer Haven Property to the applicable governmental jurisdiction.

9. Assignment to Homeowners Associations. Deer Haven shall have the right to assign its rights and obligations under this Easement to the Deer Haven Estates Homeowners Association, Inc., and at such time Deer Haven shall cease to have any obligation or liability under this Easement.

10. Recitals. The Recitals are incorporated into this Easement.

IN WITNESS WHEREOF, this Declaration has been executed on this _____, 2018.

DEER HAVEN DEVELOPMENT CORP.

By: _____
Anthony Heinrichs, President

ACKNOWLEDGEMENTS

STATE OF WISCONSIN)
)SS.
COUNTY OF DANE)

This instrument was acknowledged by me on _____, 2018 by Anthony Heinrichs, the President of Deer Haven Development Corp.

Robert C. Procter
Notary Public, State of Wisconsin
My Commission is permanent.

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EXHIBIT A

Legal Description of Deer Haven Property:

Legal Description of Eastern Benefitted Property:

Legal Description of Western Benefitted Property: