

## Emergency Access Drive Maintenance Agreement

Document Number

Document Title

Name and Return Address:

Good Harvest Market II, LLC  
1850 Meadow Lane  
Pewaukee, WI 53072

WAKC0974995002 & WAKC0974995003

Parcel Identification Number (PIN):

Recording Area

Good Harvest Market II, LLC, as the current "Owner" of Lot 1 and Lot 2 of Certified Survey Map No. 11224 (Waukesha County Register of Deeds, Book 110 Page 241-257, recorded September 22, 2014), agrees to install an access road from Silvernail Drive to the western extent of Meadow Lane, as those public rights-of-way exist as of the date this document is recorded. Future and continued maintenance of said access road to be the joint responsibility of each Owner of the lots over which the access road easement extends. The Owner further agrees to the terms stated in this document. This Agreement includes the following exhibit:

**Exhibit A: Parcel Descriptions** - legal descriptions of the properties affected by this Agreement.

**Exhibit B: Access Easements** - legal descriptions of the Emergency and Cross Access Easements affected by this Agreement.

**Exhibit C: Access Easements** - map showing the location of the Emergency and Cross Access Easements affected by this Agreement.

Through this Agreement, the Owner hereby subjects the Properties describe in Exhibit A to the following covenants, conditions and restrictions

- A. The Owner(s) shall be responsible for the routine and extraordinary maintenance and repair of the access drive to ensure that the drive is in good drivable condition.
- B. The Owner(s) shall be responsible for snow removal and to make sure that the drive is accessible at all times.
- C. The Owner(s) shall not allow parking within the Access Easement areas.
- D. The City of Waukesha or their designee shall have the right to inspect the access drive. The Owner(s) shall be liable for the failure to undertake any maintenance or repairs.
- E. If the Owner(s) do not complete any required repairs then the City of Waukesha may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.
- F. This Agreement shall run with the Properties described in Exhibit A and will be binding upon all heirs, successors and assigns. After the Owner(s) record this Emergency Drive Access Maintenance Agreement, the City of Waukesha shall have the sole authority to modify this agreement upon a 30-day notice to the current Owner(s).

Dated this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**Owner:** \_\_\_\_\_

Good Harvest Market II, LLC  
Joe Nolan, Member

**Acknowledgements:**

State of Wisconsin:  
County of Waukesha

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, the above named Joe Nolan to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Waukesha County, WI

My commission expires:\_\_\_\_\_.