

EASEMENT
Emergency Vehicle Access Agreement

Parcel ID Number: WAKC @@

After recording return to:
City Attorney
Waukesha City Hall
201 Delafield St Ste 330
Waukesha WI 53188-3639

The Grantor, **Continental 665 Fund, LLC**, a Delaware limited-liability company, grants to the **City of Waukesha**, a Wisconsin municipal corporation, referred to herein as the City, an emergency vehicle access easement on and across the following-described Property, within the following-described Easement Area, upon the terms and conditions stated herein:

Legal description of the Property:

Lot 2 of Certified Survey Map No. @@, in the Northeast ¼ and the Southeast ¼ of the Southwest ¼, Section 32, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin.

Legal description of the Easement Area on the Property:

Commencing at the Northeast corner of the Southwest ¼ of said Section 32; then South 01°28'58" East along the East line of said Southwest ¼, 1321.32 feet to the North right-of-way line of Summit Avenue; thence South 84°21'22" West along said North right-of-way line, 182.48 feet to the Point of Beginning; thence continuing South 84°21'22" West along said North line, 60.16 feet; thence North 01°28'58" West, 469.93 feet; thence North 88°31'02" East, 60.00 feet; thence South 01°28'58" East, 465.56 feet to the Point of Beginning.

See also the attached Exhibit A.

Recitals

Grantor is the owner in fee of Lots 1 and 2 of CSM @@, and is developing a multi-family residential development known as The Springs at Meadowbrook on Lot 1. Lot 2 will be developed later as single-family residences.

Until the single-family development on Lot 2 is completed, Lot 1 will be accessible by only one entry and exit point, near the southwest corner of Lot 1. However, the City requires that residential developments be accessible by emergency vehicles from at least two entry and exit points.

As a condition of approval of plans for The Springs at Meadowbrook and the occupancy of residential units on Lot 1, the City of Waukesha requires that Grantor construct and maintain an emergency-vehicle access road on Lot 2 providing a second entry and exit point for Lot 1; and grant the City an easement to use that road for emergency-vehicle access to Lot 1 until street construction on Lot 2 is completed and there exist two entry and exit points to and from Lot 1 by public streets.

Therefore, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor and City agree as follows:

1. Grantor shall construct an Access Road across the above-described Easement Area from Summit Avenue to the eastern entry of Lot 1 of CSM @@, as depicted on the attached Exhibit B, at Grantor's sole expense. No occupancy of any building in Lot 1 shall be allowed until the Access Road is completed and approved by the City. The Access Road shall be constructed as shown on Exhibit B, and according to the following additional specifications:
 - a. The Access Road shall have a drivable width of at least 20 feet, with 2-foot shoulders.
 - b. All organic material shall be removed from the Access Road bed before base-course materials are placed.

- c. 10 inches of base course shall be placed and compacted according to WisDOT standard. Base course may include asphalt millings, provided the base course meets WisDot gradation for 1¼-inch specification.
 - d. Final course of pavement shall be a minimum 2 inches of 3LT 5828 S HMA or equivalent over the 10-inch base course, compacted according to WisDOT standard.
 - e. After the final course of pavement is installed, the City Fire Department will conduct a proof roll using Fire Department vehicles to verify that the Access Road will support the weight of the vehicles. If the Access Road does not adequately support the weight of the vehicles, in the Fire Marshal's sole discretion, then Grantor shall correct all deficiencies causing the Access Road's inability to support the vehicles adequately.
 - f. Shoulders shall be constructed of base course material.
 - g. The grade of the Access Road shall not exceed 5.0%.
 - h. Grantor shall install and maintain signs at both ends of the Access Road indicating that the Access Road is not a public street and is private property, prohibiting trespassing, and restricting access to emergency vehicles only.
 - i. A gate controlling entry and exit to the Access Road shall be installed by Grantor where the Access Road enters the eastern end of Lot 1, at the location labeled "Emergency Access with Gate" on Exhibit C, with an automatic opener controlled by a TOMAR Electronics, Inc., model 1790-1014 Strobeswitch detector, and according to such other specifications as are given by the City Fire Marshal.
2. Grantor shall keep the entire width of the Access Road free from snow, ice, debris, and other obstacles and obstructions, and shall maintain the Access Road in a good and drivable condition at all times.
 3. The Access Road shall remain in place and this Agreement shall remain effective until completion of the streets in Lot 2 as shown in the area labeled "Single Family Area" on Exhibit C, acceptance by the City of those streets, the dedication of those streets to the City as public streets, and the determination by the City Fire Marshal that this Agreement can be terminated, which shall not be unreasonably withheld. A recordable termination statement shall be executed by the City and delivered to Grantor after the Fire Marshal's determination.
 4. Grantor grants and conveys to the City an exclusive easement and right-of-way across and through the Easement Area, to enter, cross, and use for ingress and egress of vehicles to and from Summit Avenue to Lot 1 on the Access Road. Grantor shall not grant any easement, license, permit, or permission for any other entity to use the Easement Area or Access Road.
 5. This Agreement shall run with the land, shall be binding upon the Grantor's and the City's successors in interest, and shall inure to the benefit of the City. All references to Grantor in this Agreement also include all of Grantor's successors in interest.
 6. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
 7. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and recorded in the office of the Register of Deeds of Waukesha County, Wisconsin.

Dated the _____ day of _____, 2023.

Grantor: Continental 665 Fund, LLC

By (sign above, print name below)

Title: _____

STATE OF WISCONSIN }
 } ss.
WAUKESHA COUNTY }

_____ personally came before me this _____ day of _____, 2023, and is known to me to be the person who executed this instrument on behalf of the Grantor in the indicated capacity and acknowledged the same.

_____, Notary Public,
_____ County, Wisconsin
My commission (is permanent) expires _____.

This instrument was drafted by Brian E. Running, City Attorney.