

**GRANT OF EASEMENT  
AND MAINTENANCE AGREEMENT**

Parcel ID Numbers:      WAKC 0974 995 002  
                                 WAKC 0974 995 003  
                                 WAKC 0974 992  
                                 WAKC 0974 993  
                                 WAKC 0974 994

After recording return to:  
City of Waukesha  
Dept of Community Development  
201 Delafield St  
Waukesha WI 53188

**Cross-Access Easement**

**1. Grant of Easement, Burdened Parcels.** The Grantor, **Good Harvest Market II, LLC**, a Wisconsin limited-liability company, for a good and valuable consideration, hereby grants and imposes a perpetual, non-exclusive Access Easement upon and across a portion of the following-described Burdened Parcels of real property:

Lots 1 and 2 of Certified Survey Map 11224, recorded September 22, 2014, in Volume 110 of Certified Survey Maps on Pages 241 to 257 inclusive as Document No. 4101247, located in the West ½ of the NW ¼ of Section 28, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin.

Tax Key Numbers WAKC 0974 995 002 and WAKC 0974 995 003.

The boundaries of the Access Easement granted by Grantor herein are shown on the attached Exhibit A.

**2. Benefited Parties, Benefited Parcels.** The Access Easement is granted to, is for the benefit of, and use by, all of the following: the owners, customers, invitees and permittees of each of the Burdened Parcels, the general public; the City of Waukesha; and the owners, customers, invitees and permittees of the following-described Benefited Parcels, which abut the south line of Meadow Lane and which lie to the east of the Burdened Parcels:

The parcels known as of the date of this instrument as Tax Key Numbers WAKC 0974 992, WAKC 0974 993, and WAKC 0974 994, and all future combinations or divisions of those parcels.

**3. Purpose of Easement.** The Access Easement is for the purpose of ingress and egress to and from the Burdened Parcels and the Benefited Parcels from Silvernail Road to the eastern boundary of the Burdened Parcels, and, upon the termination of the Emergency Access pursuant to section 14, to form part of a continuous access drive from Silvernail Road to the west and Marshview Street to the east.

**4. Effective Date of Easement.** The Access Easement shall be effective as between the Burdened Parcels, the City of Waukesha, and the general public on the date of recording of this instrument. The Access Easement shall only become effective with respect to, and shall not be available for use by, the owners, invitees or permittees of the Benefited Parcels, until such time as the Emergency Access terminates pursuant to section 14, below.

**5. Duration of Easement.** The Access Easement shall be perpetual in duration, shall run with the land, and be a benefit to and a burden upon the parties hereto and all their successors in interest.

**6. Not a Dedication in Fee.** The Access Easement is not a public dedication in fee.

**7. Maintenance of Easement.** The Grantor and Grantor's successors in interest shall be responsible, at their sole expense, for the following:

- a. Both routine maintenance and the repair or replacement of the pavement within the Access Easement to ensure that it is in good, safe and drivable condition.

- b. Snow and ice removal from the Access Easement.
- c. Prohibiting parking within the Access Easement, and ensuring that the Access Easement is unobstructed and accessible at all times.
- d. The costs of all maintenance obligations herein shall be shared equally between the owners of Lots 1 and 2 of CSM 11224.

### **Emergency Access Drive Maintenance Agreement**

As a condition of the City of Waukesha's approval of Grantor's development plans for the Burdened Parcels, and for the safety of the general public that may be frequenters of Grantor's developments on the Burdened Parcels, the City has required that there be ingress and egress access for emergency vehicles to the Burdened Parcels from the east. Grantor and the City have agreed that this access may take place over that portion of Meadow Lane which is paved and not vacated as of the date of this instrument and which remains City property. Grantor agrees that it will maintain this emergency access drive, and therefore, Grantor and the City of Waukesha agree as follows:

- 8. Use of Meadow Lane for Emergency Access.** The City of Waukesha, referred to herein as the City, agrees that Meadow Lane, from Marshview Street to the eastern boundary of the Burdened Parcels, shall be used for a 20-foot-wide emergency access drive to the Burdened Parcels, subject to the terms and conditions of this instrument. Such portion of Meadow Lane and its use for emergency access is referred to herein as the Emergency Access.
- 9. Effective Date of Emergency Access.** The Emergency Access shall exist as of the execution of this instrument, and shall terminate as provided in section 14, below.
- 10. Gate.** The City agrees that Grantor may, but is not required to, place a gate across the Emergency Access at its juncture with the Burdened Parcels, provided the gate is approved by the Waukesha Fire Department.
- 11. Improvement of Emergency Access.** Grantor shall, on or before May 1, 2015, (i) install a concrete apron on Meadow Lane at the intersection of Meadow Lane and Marshview Street in compliance with City of Waukesha specifications, and (ii) patch and repair the existing asphalt on Meadow Lane from Lot 2 of CSM No. 11224 to the concrete apron.
- 12. Maintenance of Emergency Access.** The Grantor and Grantor's successors in interest in the Burdened Parcels shall be responsible, at their sole expense, for the following:
  - a. Routine maintenance, and repair of the existing 20-foot-wide paved drive within the Emergency Access to ensure that at all times it is in good, passable condition for emergency vehicles.
  - b. Snow removal from the Emergency Access.
  - c. Not allowing invitees, permittees or frequenters of the Burdened Parcels to park within the Emergency Access, and ensuring that the Access Easement is unobstructed and accessible from the Burdened Parcels at all times.
  - d. Grantor and Grantor's successors shall not be responsible for extraordinary replacements of the pavement, the expansion of the paved portion of the right-of-way, or curb, gutter, or other improvements to the Meadow Lane right-of-way. The costs of all maintenance obligations herein shall be shared equally between the owners of Lots 1 and 2 of CSM 11224.
  - e. The City shall not have any responsibility to maintain Meadow Lane.
  - f. The expenses of maintaining the Emergency Access shall be shared equally by the owners of Lots 1 and 2 of CSM 11224.
- 13. Inspection, Enforcement by City.** The City or its designee shall have the right to inspect the Emergency Access for compliance by Grantor or Grantor's successors with the terms of this agreement. If the owners of Lot 1 or Lot 2 of CSM 11224 fail to comply with the requirements of this agreement, then the City shall give written notice thereof to the breaching owner. If the breaching owner does not cure the breach of this agreement within 5 days, then the City may undertake the necessary work and

levy the costs and expenses of such inspections, maintenance or repairs as a special charge against the owner of the parcel breaching this Agreement, and collected as such under §66.0627 Wis. Stats. and Subchapter VII of Chapter 66, Wis. Stats.

**14. Termination of Emergency Access.** The Emergency Access (only, and not the Access Easement), and the obligations of Grantor and Grantor's successors with respect to the Emergency Access, shall terminate upon the occurrence of the earliest of the following: (1) The commencement of work to improve Meadow Lane by the installation of new curb, gutter, pavement, or sidewalks by any party other than Grantor or Grantor's successors; (2) The issuance by the City of an occupancy permit for new development on any of the Benefited Parcels; or (3) The loss for any reason of the right of Grantor or Grantor's successors to enter legally upon the Emergency Access. It is the intention of the City that City approval of any development on the Benefited Parcels will be conditioned upon the improvement of Meadow Lane, the grant of a cross-access easement across Meadow Lane to benefit the Burdened Parcels, and the assumption by the owners of the Benefited Parcels of the responsibility for maintaining the area of the Emergency Access. The Grantor and the City acknowledge that the Burdened Parcels and the Benefited Parcels will all have mutual cross-access easement rights from Marshview Street to Silvernail Road.

Agreement made this \_\_\_\_\_ day of May, 2015.

**Good Harvest Market II, LLC**

\_\_\_\_\_  
By Joseph Nolan, Member

\_\_\_\_\_  
By Jody Nolan, Member

STATE OF WISCONSIN }  
                                  } ss.  
WAUKESHA COUNTY     }

Joseph Nolan and Jody Nolan personally came before me this \_\_\_\_\_ day of May, 2015, executed this instrument in the indicated capacities, in my presence, and acknowledged the same.

\_\_\_\_\_, Notary Public, Waukesha County, Wisconsin  
My commission (is permanent)(expires\_\_\_\_\_)

**City of Waukesha**

\_\_\_\_\_  
By Shawn N. Reilly, Mayor

\_\_\_\_\_  
Attested by Gina L. Kozlik, City Clerk

STATE OF WISCONSIN }  
                                  } ss.  
WAUKESHA COUNTY     }

Shawn N. Reilly and Gina L. Kozlik personally came before me this \_\_\_\_\_ day of May, 2015, executed this instrument in the indicated capacities, in my presence, and acknowledged the same.

\_\_\_\_\_, Notary Public, Waukesha County, Wisconsin  
My commission (is permanent)(expires\_\_\_\_\_)

## EXHIBIT A

### (ACCESS EASEMENTS)

#### LEGAL DESCRIPTION - Access Easement granted across a portion of Lot 1

Being a part of the West 1/2 of the NW. 1/4 of Section 28, and the vacated portion of Meadow Lane, and all of Outlot 1 of C.S.M. #8360, all located in the WEST 1/2 of the NW. 1/4 of Section 28, T.7N., R.19E., City of Waukesha, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the West 1/4 corner of said Section 28; thence N.87°58'19"E., along the South line of the NW 1/4 of said Section, 1322.30 feet; thence N.00°56'41"W., 741.88 feet; thence N.50°04'02"W., 393.27 feet; thence N.41°25'34"E., 251.37 feet; thence N.50°08'05"W. along the centerline of the vacated portion of Meadow Lane and a northerly property line of Lot 2 of C.S.M. #11224, 165.30 feet; thence N.39°51'55"E. perpendicular to said centerline and along a northeasterly property line of said Lot 2, 33.00 feet to the northeasterly right-of-way of the vacated portion of Meadow Lane; thence N50°08'05"W. along said right-of-way, 160.18 feet; thence N.44°16'45"W. along said right-of-way, 182.26 feet to the southwesterly corner of Parcel 5 of C.S.M. #8360 and the point of beginning of hereinafter described lands;

Thence S.21°41'31"E., 79.41 feet;

Thence S.44°16'45"E. parallel to the centerline of the vacated portion of Meadow Lane, 110.50 feet;

Thence S.50°08'05"E. parallel to said centerline, 97.29 feet to an easterly property line of Lot 1 of C.S.M. #11224;

Thence S.39°51'55"W. along said easterly property line, 20.00 feet;

Thence N.50°08'05"W. parallel to said centerline, 98.31 feet;

Thence N.44°16'45"W. parallel to said centerline, 133.74 feet;

Thence N.21°41'31"W., 40.36 feet;

Thence N.44°16'45"W., 57.78 feet;

Thence N.24°56'06"E. parallel to a northeasterly property line of said Lot 1, 140.23 feet to the southerly right-of-way of Silvernail Road;

Thence S.65°03'54"E. along said right-of-way of Silvernail Road, 53.50 feet to the northeastern corner of said Lot 1;

Thence S.24°56'06"W. along the northeasterly property line of said Lot 1, 123.10 feet to the point of beginning.

ADDRESS: Silvernail Road

## EXHIBIT A (cont.)

### (ACCESS EASEMENTS)

#### LEGAL DESCRIPTION - Access Easement granted across a portion of Lot 2

Being a part of the West 1/2 of the NW. 1/4 of Section 28, and the vacated portion of Meadow Lane, and all of Outlot 1 of C.S.M. #8360, all located in the WEST 1/2 of the NW. 1/4 of Section 28, T.7N., R.19E., City of Waukesha, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the West 1/4 corner of said Section 28; thence N.87°58'19"E., along the South line of the NW 1/4 of said Section, 1322.30 feet; thence N.00°56'41"W., 741.88 feet; thence N.50°04'02"W., 393.27 feet; thence N.41°25'34"E. along the easterly property line of Lot 2 of C.S.M. #11224, 251.37 feet to the centerline of Meadow Lane and the point of beginning of hereinafter described lands;

Thence S.41°25'34"W. along the easterly property line of Lot 2 of C.S.M. #11224, 20.01 feet;

Thence N.50°08'05"W. parallel to the northerly property line of said Lot 2, 203.21 feet;

Thence S.39°51'55"W. parallel to the westerly property line of said Lot 2, 147.92 feet;

Thence N.49°56'19"W., 20.00 feet;

Thence N.39°51'55"E. parallel to the westerly property line of said Lot 2, 147.86 feet;

Thence N.50°08'05"W. parallel to the northerly property line of said Lot 2, 6.00 feet to the westerly property line of said Lot 2;

Thence N.39°51'55"E. along the westerly property line of said Lot 2, 22.50 feet;

Thence S.50°08'05"E. parallel to the northerly property line of said Lot 2, 64.45 feet to a northeasterly property line of said Lot 2;

Thence S.39°51'55"W. along said property line, 2.50 feet;

Thence S.50°08'05"E. along the northerly property line of said Lot 2 and centerline of the vacated portion of Meadow Lane, 165.30 feet to the point of beginning.

ADDRESS: Meadow Lane

