

PRIVATE ACCESS (DRIVEWAY) EASEMENT
AND
MAINTENANCE AGREEMENT

THIS DECLARATION made this 4th day of October, 2002 by Steven P. Peterson and Janet L. Peterson, husband and wife.

WITNESSETH:

WHEREAS, Steven P. Peterson and Janet L. Peterson are the owners of the real property described as follows:

That Part Of The Southeast $\frac{1}{4}$ Of The Northwest $\frac{1}{4}$ Of Section 30, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, State of Wisconsin as Recorded as Certified Survey Map No. 3352

WHEREAS, such real estate is the subject of a 30 foot wide private driveway easement as designated in Certified Survey Map No. 3352, Document No. 709385, Volume 23, on Pages 331 through 333 recorded in the office of the Register of Deeds for Ozaukee County on April 25, 2002, for purposes of ingress and egress;

WHEREAS, the present and future use of such private driveway by Steven P. Peterson and Janet L. Peterson, owners, and adjacent and contiguous properties is deemed desirable by the City of Mequon Planning Commission;

NOW THEREFORE, in consideration of the above and in consideration the mutual covenants herein set forth, the owners agree as follows:

ARTICLE I
DESCRIPTION OF EASEMENT

The easement described herein is perpetual, shall run with the land and shall be for the mutual benefit and use of the owners of the above described property, their successors, heirs, administrators and assigns. In addition, the easement shall be for the benefit and use of all adjacent and contiguous property owners, their successors, heirs, administrators and assigns.

ARTICLE II
MAINTENANCE, REPAIR AND ALTERATIONS OF PRIVATE DRIVE

A. All those using said access easement, covenant and agree, to share the cost and expense to maintain, including snow plowing, in a proper, substantial and workmanlike manner the above-described private drive. The maintenance and snow removal expenses will be prorated equally according to the number of separate parcels or lots, four (4),

and payable by the owners of said separate parcels or lots. Each of the lot owners shall pay a total of 25 % of expenses.

B. Assessments against the owners of the separate parcels or lots for their respective shares of the snow removal expenses shall be made on or before November 20 preceeding each season for which the assessment is made. Such assessments shall become immediately due. In the event the annual snow removal assessment proves to be insufficient, it may be amended at any time.

C. Assessments for all other road maintenance expenses shall be made at the time the expenses are incurred.

D. The driveway shall be kept open at all times and no one shall park thereon or permit others to obstruct traffic thereon.

E. Nothing herein contained shall be construed to require maintenance and repair of, or snow removal from, the access drives leading to the individual parcels.

F. The vote of the majority of the owners requiring the use of said private road shall determine what repairs and maintenance are necessary; provided, however, that emergency repairs may be made without a vote by the property owner acting as manager.

G. Initially, Steven P. Peterson shall act as manager of the private road maintenance activities and assessments. Thereafter, a majority of the property owners shall have the right to elect a successor by vote of the majority of such property owners.

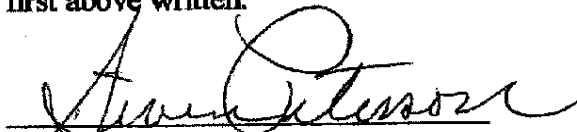
H. Any maintenance or repair costs which result from construction on adjacent parcels shall be solely borne by the owners of the property on which such construction or improvement is to serve; said repair shall occur not later than twenty (20) days subsequent to the termination of use of said private road by construction equipment or truck necessarily required in such a construction or improvement.

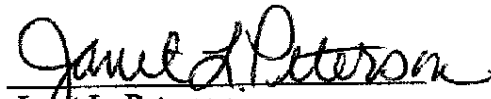
I. Any unpaid assessments for maintenance or repair costs, including snow removal, shall become a lien against any defaulting separate property or lot owner's property.

ARTICLE III TERMINATION OR EXTINGUISHMENT

The provisions hereof relating to the private road easement shall be perpetual except such as may be annulled, waived, changed, modified or amended by unanimous agreement of all record title owners' of the property benefited thereby.

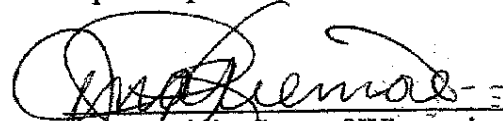
IN WITNESS WHEREOF this instrument has been duly executed as of the day and year first above written.


Steven P. Peterson


Janet L. Peterson

State of Wisconsin)
County of Ozaukee)

Personally came before me this 4TH day of OCTOBER, 2002, Steven P. Peterson and Janet L. Peterson, to me known to be the person/persons who executed the foregoing instrument and acknowledged same.


Notary Public, State of Wisconsin
My Commission Expires: 9/18/2004

SANITARY SEWER MAINTENANCE AGREEMENT

Steven P. Peterson and Janet L. Peterson, husband and wife, as owners of Lots 1, 2, 3, and 4 of Certified Survey Map Number 3352 (Legal Description: That Part Of The Southeast $\frac{1}{4}$ Of The Northwest $\frac{1}{4}$ Of Section 30, Township 9 North, Range 22 East, In The City Of Mequon, Ozaukee County, State Of Wisconsin) Hereby agrees to bind itself and all future owners to the maintenance of a certain Sanitary Sewer Maintenance Agreement located on said certified survey map and outlined as follows:

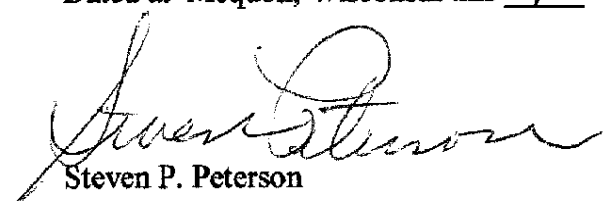
Each of the lot owners shall pay a total of 25 % of any and all maintenance charges including, but not limited to: excavation, construction, installation and maintenance of a main sewer extension under in and along as outlined on Certified Survey Map No. 3352, and any other such maintenance deemed necessary by the owners.

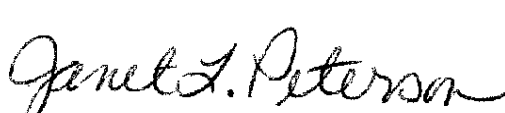
The extended services shall run with the land and this agreement shall be binding on the parties, their respective heirs, successors and assigns.

This agreement shall remain in full force and effect in perpetuity.

If there is a dispute to the charges of said maintenance, the parties shall agree by arbitration as to whether or not said charges are necessary and or reasonable.

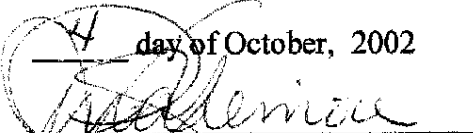
Dated at Mequon, Wisconsin this 4 day of October, 2002


Steven P. Peterson


Janet L. Peterson

Subscribed and sworn before me this

4 day of October, 2002


Notary Public, State of Wisconsin
My Commission: 9/18/04