

Drafted by:
Nate Holland

4395901

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

May 10, 2019 09:10 AM
James R Behrend
Register of Deeds

8 PGS
TOTAL FEE: \$30.00
TRANS FEE: \$0.00

Book Page -



JOINT USE ACCESS EASEMENT

Date: April 16, 2019

Owner 1: Mary M. Smith

Owner 1's

Mailing Address: S75 W35622 Wilton Road, Eagle, WI
(lot 4 CSM # 11208)

Owner 2: Michelle R. Jermier

Owner 2's

Mailing Address: NA
(Lot 3 of CSM #11208)

Return To:
Mary Smith
P.O. Box 87
Pewaukee, WI 53072

Property: (All of the following tracts)

lot 3 and 4 CSM # 11208

Each owner declares that the Property must be held, sold, and conveyed subject to the following easements and restrictions to assure access to and from the Property for pedestrian and vehicular traffic.

DEFINITIONS

- 1.01 "Owner" or "Owners" means the record owner, whether one or more persons or entities, his, her or its heirs, successors and assigns, of any right, title, or interest in or to the Property or any part thereof.
- 1.02 "Tract" or "Tracts" means the real property, or a part of the real property, defined above as "Property."
- 1.03 "Access Tract" means the 18903 square feet of land located lot 3 + lot 4 (where) and described in metes and bounds and accompanying sketch attached and incorporated respectively as Exhibits 1 and 2.
- 1.04 "Improvements" means all driveway; curb and gutter, if any; drainage, if any; and all other access related improvements installed within the Access Tract.

RESERVATION OF EASEMENTS

- 2.01 The Access Tract is reserved for the nonexclusive right for vehicular and pedestrian ingress and egress for all of the Owners of Tracts lot 3 and lot 4, and their respective heirs, successors, assigns, tenants, employees, and invitees:

- (1) to and from the adjacent right-of-way (Wilton Road);
- (2) across common boundaries across, between, and among the Tracts.

EACH OWNER MAINTAINS

2.02

Each Owner must maintain its Tract, and that portion of the Access Tract located on its Tract if any, and all Improvements, to allow continuous free vehicular and pedestrian ingress and egress as set out in Section 2.01.

EACH OWNER PAYS

Each Owner must pay 50 (%) of all costs to repair and maintain (1) Improvements to element (~~element~~). If costs to repair any part of the Improvements exceed normal wear and tear costs, and the person who caused the damage can be identified, that person must pay all those repair costs. Each Owner agrees to mediate prior to initiating arbitration or litigation if each Owner does not agree on (1) the costs to repair or maintain any part of the Improvements (2) the repairs or maintenance that is needed for any part of the Improvements, or (3) the person who caused the extraordinary damage to any part of the Improvements.

Each Owner will agree on a mutually acceptable mediator and will share the costs of mediation equally. Each right and obligation under this Section inure to each Owner and its respective heirs, successors, and assigns, including future owners of any part of the Property.

ENFORCEMENT

- 3.01 Any Owner or the Town of Eagle may enforce, by any proceeding at law or in equity, including specific performance, the easements and restrictions imposed by this Joint Use Access Easement. Failure to enforce any easement or restriction created in this Declaration does not waive the future right to do so.

MODIFICATION OR TERMINATION

- 4.01 This Joint Use Access Easement may be modified, amended, or terminated only by the joint action of both (a) owners of lots 3 and 4 (b) all of the Owners of the Property at the time of such modification, amendment, or termination and (c) any mortgagees holding first lien security interests on any portion of the Property. Such joint action only becomes effective after it is reduced to writing, signed by all Owners of the Property and their respective mortgagees, if any, and filed in the Real Property Records of Waukesha County.

CONFORMITY WITH ALL APPLICABLE LAWS

- 5.01 Nothing in this Joint Use Access Easement will be construed as requiring or permitting any person or entity to perform any act or omission that violates any local, state or federal law, regulation or requirement in effect at the time the act or omission would occur. Provisions in this agreement which may require or permit such a violation will yield to the law, regulation or requirement.

OBLIGATIONS TO RUN WITH THE LAND

- 6.01 The obligations of each Owner created in this Joint Use Access Easement run with the land defined as the Property.

SEVERABILITY

- 7.01 If any part, or the application of, this Joint Use Access Easement is for any reason held to be unconstitutional, invalid, or unenforceable, the validity of the remaining portions of this Joint Use Access Easement are not affected thereby. All provisions of this Joint Use Access Easement are severable to maintain in full force and effect the remaining provisions of this Joint Use Access Easement.

Executed by Owner 1, this 26th day of April, 2019.

OWNER 1; Mary M. Smith

By: M. M. Smith
Name: Mary M. Smith

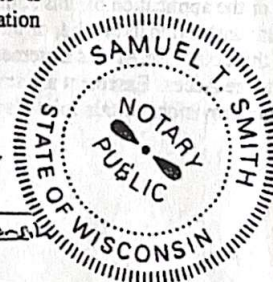
STATE OF Wisconsin §

COUNTY OF Waukesha §

Before me Samuel T. Smith, Notary Public, on this day personally appeared Mary M. Smith (name), owner (title) of Lot 4 (name of Corporation/Partnership) a _____ [type of entity and state of incorporation or partnership], known to me to through personally "either insert state and driver's license number or delete word through and insert personally" to be the person whose name is subscribed to the foregoing instrument and acknowledged that [insert letter s in front word 'he' if person signing is female] he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on April 26, 2019.

[Signature]
Notary Public, State of Wisconsin
01/29/21



Executed by Owner 2, this 26th day of April, 2019.

OWNER 2: Michelle R. Jermier

By: [Signature]
Name: Michelle R. Jermier

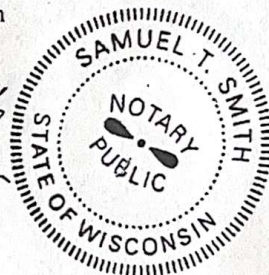
STATE OF Wisconsin §

COUNTY OF Waushara §

Before me Samuel T. Smith, Notary Public, on this day
personally appeared Michelle R. Jermier (name), owner
(title) of Lot 3 (name of
~~Corporation/Partnership~~ a _____ (type of entity and state of
~~incorporation or partnership~~ known to me to through
Personally "either insert state and driver's license number
or delete word through and insert personally" to be the person whose name is subscribed
to the foregoing instrument and acknowledged that [insert letter s in front word 'he' if
person signing is female] he executed the same for the purposes and consideration
therein expressed.

Given under my hand and seal of office on April 26, 2019.

[Signature]
Notary Public, State of Wisconsin
01/29/21



ACCEPTED:

By: _____
Name: _____
Title: _____

HOLLAND & THOMAS, L.L.C.

LAND SURVEYORS

202 West Street - Johnson Creek, WI 53038

Ph: (920) 699-3305 Fax: (920) 699-3214

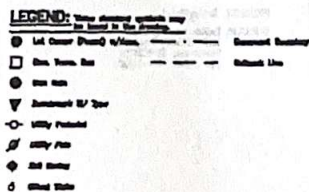
Mobile - Nate: (920) 390-0095

email: sdthomas@tds.net

PROPOSED DESCRIPTION FOR ACCESS TRACT

All that part of lot 3 and lot 4 of Certified Survey Map No. 11208, and being a part of the NE 1/4 and SE 1/4 of the Northwest Quarter of Section 11, Town 5 North, Range 17 East, Town of Eagle, Waukesha County, Wisconsin, being more particularly described as follows:

Beginning at the southwest corner of said lot 4, said point being also the southeast corner of said lot 3; thence North $88^{\circ}-48'-07''$ East, along the south line of said lot 4 and along the north right-of-way line of "Wilton Road", 12.00 feet; thence North $01^{\circ}-11'-53''$ West, parallel to the boundary line common to said lots, 658.00 feet; thence North $53^{\circ}-12'-25''$ East, 200.45 feet; thence North $01^{\circ}-11'-53''$ West, parallel to said common boundary line, 389.08 feet; thence South $88^{\circ}-48'-07''$ West, 392.24 feet; South $01^{\circ}-11'-53''$ East, parallel to said common boundary line, 352.21 feet; thence South $54^{\circ}-23'-45''$ East, 256.32 feet; thence South $01^{\circ}-11'-53''$ East, parallel to said common boundary line, 658.00 feet to the south line of said lot 3 and to said north right-of-way line of "Wilton Road"; thence North $88^{\circ}-48'-07''$ East, along said south lot line and along said north right-of-way line, 12.00 feet to the point of beginning.



STATIONS ARE REFERENCED TO THE MEAN LOW OF
THE NEAREST STATION OF TIDE GAUGE 11-05-17.
WHICH IS AVAILABLE TO READ IN 10'-00"-00" E.
100' 0 100'

PROJECT: Smith/Amstar
SUBJECT: Empire Marine, Inc.
167 WABASH Pond Rd
Piscataway, NJ 08854
PH: (609) 748-3000



PROJECT: Smith/Jordan
BUILDER: Empire Home,
1617 WINDYBROOK
Pittsburgh, PA 15203
PRC (2002) 740

~~CONFIDENTIAL - U.S. MAIL ACTING Down Speller, Closed By JET, 04-17-79.~~