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Transfer Tax: \$0.00

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**RETAINING WALL  
MAINTENANCE  
AGREEMENT**

This Retaining Wall Maintenance Agreement (the "Agreement") is entered into by Alan Borsato and Paula Beiger Borsato as the Real Property Owner of Lot 128, located in the Vista Run Phase 6 subdivision, (the "Lot 128 Owner"), and Harbor Homes, Inc as the Real Property Owner of Lot 129, 130 and 131 located in the Vista Run Phase 6 subdivision (the "Lots 129, 130 and 131 Owner").

**RECITALS:**

A. The Lot 131 Owner is the fee holder of certain real property known as N67W25484 Vail Lane, and the Lot 130 Owner is the fee holder of certain real property known as N67W25496 Vail Lane and the Lot 129 Owner is the fee holder of certain real property known as N67W25502 Vail Lane, and the Lot 128 Owner is the fee holder of certain real property known as N67W25526 Vail Lane all located in the Village of Sussex, Waukesha County, Wisconsin, jointly referred to as (the "Lots").

B. The Lots share a retaining wall structure which is situation on, over, under and across a portion of the Lots. The retaining wall structure was initially constructed by the developer of the Vista Run Phase 6 subdivision for the mutual benefit of the Lot 128, 129, 130 and 131 lot Owners, jointly referred to as (the "Lot Owners").

C. This Agreement has been recorded on the Lots to establish mutual ownership and mutual benefit of the Lot Owners.

**AGREEMENT:**

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Mutual Ownership and Benefit.** The owners of the Lots agree that the retaining wall structure located on the shared property line, regardless of the actual location of the retaining wall structure, is mutually owned and benefits the Lot Owners equally.
2. **Mutual Maintenance.** The Lot Owners agree that the retaining wall structure shall be mutually maintained by the Lot Owners equally. The Lot Owners grant to each other and its licensees the right of entry to maintain or reconstruct the retaining wall structure from time to time as may be required. No permanent structure, other than the primary residence, shall be placed within 10 feet of

**Recording Area**

Name and Return Address:  
Vista Run, LLC  
c/o Neumann Developments  
N27W24025 Paul Court, #100  
Pewaukee, WI 53072

**SUXV0227-153**  
**SUXV0227-154**  
**SUXV0227-155**  
**SUXV0227-156**

Parcel Identification Number (PIN)

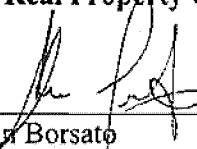
LEGAL DESCRIPTION  
ATTACHED

the retaining wall structure.

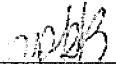
3. **Mutual Sharing of Costs.** The Lot Owners agree that the costs to maintain or reconstruct the retaining wall structure located across the shared property lines shall be shared by the Lot Owners equally. The costs shall include, but not limited to, surveying, engineering, municipal fees, construction costs, landscape restoration and other reasonable costs. The Lot Owners shall not be entitled to compensation for their personal time spent unless agreed to in advance by all parties.
4. **Indemnification.** The Lot Owners shall mutually indemnify each other from and against all loss, costs, injury, death or damage to persons or property that at any time may be suffered or sustained by any person or entity in connection with the Lot Owners activities conducted on the Lots in connection with the retaining wall structure.
5. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Lot Owners and their respective successors and assigns.
6. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
7. **Entire Agreement.** 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 duly recorded in the office of the Register of Deeds for Waukesha County, Wisconsin.
8. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

**Alan Borsato and Paula Beiger Borsato  
as the Real Property Owner of Lot 128**

DATED: 11-7-25

By:   
Alan Borsato

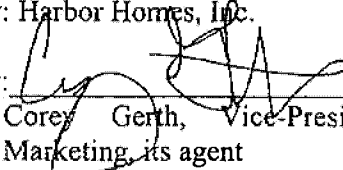
DATED: 11-7-25

By:   
Paula Beiger Borsato

**Harbor Homes, Inc  
as the Real Property Owner of Lot 129, 130, 131**

By: Harbor Homes, Inc.

DATED: 11-7-25

By:   
Corey Gerth, Vice-President Sales and  
Marketing, its agent

**Real Property Owner of Lot 129, 130, 131:**

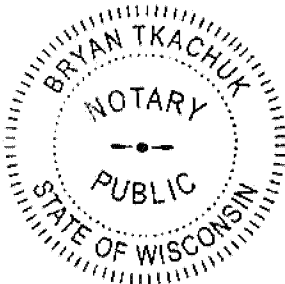
ACKNOWLEDGMENT

STATE OF WISCONSIN )

ss

COUNTY OF WAUKESHA )

Personally came before me this 7<sup>th</sup> day of November, 2025, the above-named Real Property Owner 129, 130, 131, to me known to be Corey Gerth c/o Harbor Homes, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same.



A handwritten signature of Bryan Tkachuk in black ink.

Bryan Tkachuk  
Notary Public  
Waukesha County, Wisconsin  
My Commission expires: 12-6-25

**Real Property Owner of Lot 128:**

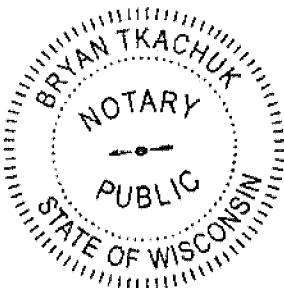
ACKNOWLEDGMENT

STATE OF WISCONSIN )

ss

COUNTY OF WAUKESHA )

Personally came before me this 7<sup>th</sup> day of November, 2025, the above-named Real Property Owner Lot 128, to me known to be Alan and Paula Borsato, and to me known to be the person who executed the foregoing instrument and acknowledged the same.



A handwritten signature of Bryan Tkachuk in black ink.

Bryan Tkachuk  
Notary Public  
Waukesha County, Wisconsin  
My Commission expires: 12-6-25

Instrument drafted by:  
Neumann Developments, Inc.  
Eric Obarski  
N27W24025 Paul Court, Suite 100  
Pewaukee, WI 53072

## LEGAL DESCRIPTION

Lots 128, 129, 130 and 131, all in Vista Run VI, being part of Lot 1 and Lot 4 of Certified Survey Map No. 12423 and part of Lot 2 of Certified Survey Map No. 12082, being a part of the Southeast 1/4, Southwest 1/4, Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 21, Township 8 North, Range 19 East, Village of Sussex, Waukesha County, State of Wisconsin.

ALSO AN UNDIVIDED INTEREST IN ALL OUTLOTS AS NOTED ON THE APPLICABLE SUBDIVISION PLATS AND DECLARATIONS OF RESTRICTIONS.