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REGISTER OF DEEDS
OF WASHINGTON COUNTY, NJ

AGREEMENT

The undersigned being owners of parcels abutting and benefiting by easements in common over an area known as Oak Avenue agree as follows:

WHEREAS, the below listed properties have improved and unimproved real estate located on said Oak Avenue; and,

WHEREAS, each of the benefited owners has one or more tax key parcels in the Town of Polk; and,

WHEREAS, the undersigned desire to pool their resources for their common good to improve, maintain and repair Oak Avenue; and,

WHEREAS, the undersigned desire to provide for clear title and avoid title and access problems regarding said Oak Avenue; and,

WHEREAS, it is the intention of the undersigned to provide for the non-interference with the right of free ingress and egress, each to the other, along said Oak Avenue to the abutting and benefiting parcels; and,

WHEREAS, the undersigned are owners of dominant easement in common with others over an easement described in Exhibit "A" attached; and,

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WHEREAS, the undersigned are title owners of real estate with various tax key numbers, a list of tax key numbers and title owners whose signatures appear below in counterpart is attached, marked Exhibit "B"; and

WHEREAS, the undersigned are title owners of real estate by various deeds as shown on Exhibits "C-1 through C-23", which exhibits reflect tax key numbers, recording data and legal descriptions; and,

WHEREAS, the undersigned have been advised that without some form of agreement for upkeep and maintenance of said Oak Avenue their properties may not qualify for certain types of financing and/or title clearance; and,

WHEREAS, it is the intention of the undersigned to provide for and facilitate transfer of title to real estate without affecting any of the other rights they may have; and,

WHEREAS, the undersigned are unaware of other writings creating a road maintenance association or maintenance lien corporation as to said Oak Avenue; and,

WHEREAS, it is the intent of the undersigned to provide for the improvement, repair and maintenance of said Oak Avenue and to share the costs and expenses of such repair and maintenance as described below.

NOW, THEREFORE, the undersigned agree that they enter into this agreement for improvement, maintenance and repair of Oak Avenue upon the request of certain of the undersigned and in order to assist all of the undersigned in acquiring title insurance and certain types of insured financing related to and for sale of their properties:

1. That a maintenance lien association be formed for the purpose of improving, maintaining and repairing Oak Avenue.

2. That the maintenance agreement hereby created is superior and paramount to the rights of any of the undersigned in respect to Oak Avenue and the undersigned further agree that this shall be a covenant that runs with the land and be binding and inure to the benefit of the parties, their heirs, successors, representatives and assigns.

3. Expenses shared. The undersigned agree to share the costs and expenses of maintaining and improving the aforedescribed Oak Avenue in good repair in proportion to the benefited parcels.

For purposes of sharing expenses, a benefited property is defined to be any property which utilizes said Oak Avenue for purposes of ingress and egress. In the event one or more parcels are contiguous and owned by the same owner, the number of benefited parcels shall be determined by the number of dwelling units on said parcel or parcels. In the event any owner owns two or more contiguous parcels, or if an owner's parcel is somewhat noncontiguous (eg. a boathouse with back lot dwelling unit), the benefited parcel(s) shall be determined by the number of dwelling units. In the event any owner owns only an unimproved parcel or parcels, said parcel or parcels shall be deemed a benefited parcel or parcels.

It is understood and agreed that Donald H. Schindler and Lona G. Schindler are Grantors of the easement rights for said Oak Avenue and shall not be required to participate in the expenses of improvement, maintaining or repairing said Oak Avenue. However, upon sale and/or division of the Schindler parcel into dwelling units, such new grantees and/or Land Contract purchasers shall be deemed benefited owners commencing the next fiscal year following purchase.

4. Improvement, Maintenance and Repairs Defined. Improvement shall mean the betterment of Oak Avenue, such as asphalt surfacing and such grading as may be required to provide for this. Maintenance shall mean the snow removal and other reasonable expenses necessary to maintain Oak Avenue in serviceable condition. Repair shall be filling of pot holes, sealing, tarring and resurfacing, as may be required to keep Oak Avenue in serviceable condition; and, in addition, improvements, maintenance and repairs shall be additionally defined as those actions deemed necessary at the annual meeting or any special meeting of the maintenance association, as duly noticed and approved by the governing documents as may exist from time to time of said association.

5. Future conveyances. The undersigned acknowledge that this agreement is intended to benefit only the undersigned and shall inure to the benefit of any future grantees of said parcels.

6. Counterpart. Because there are nineteen (19) benefited owners, this agreement may be executed in counterpart to facilitate a signing; said assembly of counterparts to constitute the entire original document.

THIS DOCUMENT DRAFTED BY: + Return To

Attorney John A. Grundahl

123 S. 6th Ave.
P.O. Box 775
West Bend, Wis
53095

DESCRIPTION OF LANDS TO BE USED FOR ROAD PURPOSES

That part of the fractional NW¼ of the NW¼ and the Fractional NE¼ of the NW¼ of Section 3, Town 10 North, Range 19 East, Town of Polk, Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the northwest corner of said Section 3; thence N89°03'04"E, along the north line of said NW¼ of Section 3, 180.48 feet to the southwest corner of Section 34, Town 11 North, Range 19 East; thence S89°57'53"E, continuing along said north line of said NW¼ of Section 3, 1047.14 feet to the point of beginning of lands herein described; thence S02°03'16"W, 1159.83 feet; thence N89°51'16"E, 160.50 feet; thence S02°03'16"W, 354.45 feet to a point in the north line of Lot 1 of Certified Survey Map No. 2333 as recorded in Volume 12 on Pages 183-185 of Certified Survey Maps of Washington County; thence S00°08'44"E, 157.81 feet to a point in the north line of Lot 3 of said Certified Survey Map No. 2333; thence N89°51'16"E, along said north line of Lot 3, 20.02 feet; thence N00°08'44"W, 157.81 feet to a point in said north line of Lot 1; thence N02°03'16"E, 354.45 feet; thence N89°51'16"E, 323.94 feet; thence S61°22'14"E, 288.46 feet; thence S08°53'46"W, 319.30 feet; thence N89°51'16"E, 30.38 feet; thence N08°53'46"E, 773.80 feet to a point in the north line of Parcel 2 of Certified Survey Map No. 1190 as recorded in Volume 6 on Pages 151 and 152 of Certified Survey Maps of Washington County; thence N89°51'16"E, along said north line of Parcel 2, 26.00 feet; thence continuing along said north line of Parcel 2, N55°23'26"E, 70.69 feet; thence continuing along said north line of Parcel 2, N89°51'16"E, 81.14 feet; thence N00°08'44"W, at right angles, 74.99 feet; thence S89°51'16"W, at right angles, 23.00 feet; thence S00°08'44"E, at right angles, 17.24 feet; thence S55°23'26"W, 172.74 feet to said point being in the north line of said Parcel 2 of Certified Survey Map No. 1190; thence S89°51'16"W, along said north line of Parcel 2, 30.38 feet; thence S08°53'46"W, 412.00 feet; thence N61°22'14"W, 284.37 feet; thence S89°51'16"W, 437.67 feet; thence N02°03'16"E, 1119.56 feet to a point in said north line of the NW¼, thence N89°57'53"W, along said north line of the NW¼, 75.05 feet to the point of beginning.

Containing 3.545 acres (154,426 square feet) more or less.

EXHIBIT "A"

9/14/93

Tax Key Number	Title Owners	
T.9-0052-00D	Donald Deppert	
T.9-0052-00E	Donald W. Layden	Mary Jo Layden
T.9-0052-00F	Laurence M. O'Grady	Gayle R. O'Grady
T.9-0052-00G	David A. Tatro	Mary Tatro
T.9-0052-00H	Richard L. Suchon	Laurie A. Suchon
T.9-0052-00J	Michael L. Hatch	Rosemary A. Hatch
T.9-0052-00J1	Jack R. Caspary	
T.9-0052-00K	Steve C. Justman	Laurie J. Justman
T.9-0052-00K-001	Steve C. Riechers	Cynthia J. Riechers
T.9-0052-00L	Richard D. Benshoff	Elizabeth A. Benshoff
T.9-0052-00M	Donald H. Schindler	~~Lona G. Schindler~~
T.9-0052-00N	Robert L. Hanson	Sandra M. Hanson
T.9-0052-00P	Joseph Scholz	Linda Scholz
T.9-0052-00O	Keith Schoberg	Mary B. Schoberg
T.9-0052-00R		
T.9-0052-00U	David S. Kattar	Roberta Kattar
T.9-0052-00S	Arno A. Hinrichs	Dorothy H. Hinrichs
T.9-0052-00T		
T.9-0052-00V	Louis A. Isola	Margaret R. Isola
T.9-0052-00W	Robert H. Ludin	Adeline Ludin
T.9-0052-00X		
T.9-0052-00W001		
T.9-0052-00W002		
T.9-0052-00W003	Ronald R. Ludin	Kristine Ludin

EXHIBIT "B"