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Document Number

AGREEMENT OF SHARED MAINTENANCE
AND ACCESS EASEMENT

Document Title

Office of Register of Deeds
Dodge County, WI
RECEIVED FOR RECORD

AUG 22 2000

at 11:54 o'clock A M.*Chris Planasch*

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Name and Return Address

George B. Erwin, III
2300 North Mayfair Road
Suite 1175
Milwaukee, WI 53226

Parcel Identification Number

AGREEMENT OF SHARED MAINTENANCE AND ACCESS EASEMENT

WHEREAS, the undersigned, E P Stankowski LLC, a Wisconsin limited liability company ("Stankowski"), is the owner of certain real estate located in Dodge County, City of Horicon, State of Wisconsin, more particularly described as:

Lot 1, 2 and 3 of Dodge County Certified Survey Map 4787, located in the Southwest Quarter of the Southeast Quarter of Section One, Township 11 North, Range 15 East, City of Horicon, Dodge County, Wisconsin; and

WHEREAS, Stankowski has currently established a condominium form of ownership for an existing eight unit building on Lot 3 of certified survey map (CSM) No. 4787 and has declared its intention to build a future eight unit building on Lot 1 of said CSM; and

WHEREAS, once the eight unit residential building is constructed on Lot 1 an access road is needed from Horicon Street to a future City View Boulevard; and

WHEREAS, Stankowski desires to establish mutual agreements concerning ingress, egress, disclaimers and responsibility for maintenance for said easement area in the event that Lot 1, Lot 2 and Lot 3 (collectively the "Property") are owned by different property owners in the future or there are different forms of ownership concerning the Property;

NOW, THEREFORE, in consideration of the above recitals, respective rights, interests and benefits to be derived from the mutual promises and combinations of actions detailed hereinafter, and other good and other valuable consideration, receipt whereof is

hereby acknowledged, the undersigned does bind itself and its respective successors and assigns as follows, to-wit:

1. Grant of Easement. Stankowski herewith establishes a perpetual easement for ingress and egress over the private roadway ("Roadway") to serve Lot 1 and Lot 3 of certified survey map No. 4787. Said Roadway is legally described on the attached Exhibits A1-A3 together with a diagram depicting the easement. Said Roadway shall enure to the benefit of Lot 1 and Lot 3, its respective successors, heirs, assigns, owners and invitees; this Roadway is superior and paramount to the rights of any party and their respective estate so created and is binding upon the owners of Lot 1, Lot 2 and Lot 3, their respective successors, heirs and assigns. This Roadway easement shall not be used for parking, and the owner of any parcel served by the Roadway, now or in the future, shall provide parking area for their respective guests and service personnel on areas other than in the Roadway. No owner of any parcel serviced by the Roadway, now or in the future, shall ever prevent or inhibit any other owner from utilizing such Roadway for ingress or egress to any parcel served by the Roadway so long as the person seeking ingress and egress are upon the Roadway with the actual or implied permission of the owner of any parcel serviced by the Roadway. Stankowski further agrees that the interest created hereby is a covenant and restriction that shall run with the land.

Each Parcel owner (of part thereof) of Lot 1 and Lot 3, their successors and assigns, recognize that they have a shared access

and that the continued use and maintenance of said Roadway may result in an encroachment upon the premises of the other, their respective heirs, successors and assigns, and same shall be understood and agreed to be, and constitute a perpetual easement, which shall run with the land and which will bind the parties, their respective heirs, successors and/or assigns and specifically subject to the duties, responsibilities and undertakings contained herein.

2. Maintenance. The Roadway shall be constructed in a first class condition and shall be maintained by Stankowski, its successors or assigns. The owner of Lot 2 of Certified Survey Map 4787, its successors or assigns, shall not be responsible for the maintenance of the Roadway easement. Heron Place Condominium Homeowners Association, Inc., its successors or assigns, shall be responsible for maintaining that portion described on Exhibit A-1. Stankowski shall be responsible for maintaining that portion described on Exhibit A-2, and both parties shall be responsible for maintaining that portion described on Exhibit A-3. The paved Roadway easement shall be maintained as above delineated in a good and attractive condition and shall be repaired as necessary to keep it in a smooth condition and potholes shall be promptly repaired. As a matter of routine maintenance, the Roadway shall be resurfaced not less frequently than every twenty (20) years. Each of the parties above referenced shall be responsible for their delineated share of the cost of such future maintenance.

3. Insurance. The owners of Lot 1 and Lot 3 of Certified Survey Map 4787, their respective successors and assigns, shall secure general commercial liability insurance on their respective parcels and jointly insure that portion of the Roadway easement located on Lot 2 as described below. As to Lot 3, Heron Place Condominium Owners Association, Inc., shall maintain such insurance and Stankowski, his successor or assigns, shall maintain insurance as to Lot 1. Any such insurance shall name the abutting parcel owner as an additional insured and shall insure against any claim for injury to person or property attributable to an owners use and enjoyment of the Roadway. Without limiting the required insurance coverage, it is the agreement of the Parcel owners that each is not responsible for the acts or omissions of the other owner in regard to the use and maintenance of the Roadway. Each Parcel owner indemnifies and holds harmless the other as to that owner or its invitees acts or omissions in the use and enjoyment of the Roadway. Each Parcel owner to the extent of insurance coverage, waives any right as against the other to assert claims arising from any deficiency in the maintenance of the Roadway.

4. Disputes. If there is any dispute as to the need to maintain the Roadway, the Parcel owners agree to resolve that dispute by consulting with a mutually acceptable contractor who shall inspect the asserted deficiencies in the maintenance of the Roadway. If either party does not agree with that assessment, the other party may incur the cost or expense subject to the right to seek reimbursement as provided above. The owners of Lot 1 and Lot

3 of Certified Survey Map 4787, their successors and assigned (hereinafter "Lot 1" or "Lot 3"), shall indemnify and defend the owner of Lot 2 of Certified Survey Map 4787, its officers, agents, employees, successors and assigned (hereinafter "Lot 2"), from all liability, suits, actions, claims, costs, damages and expenses of every kind and description, including court costs and reasonable legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Roadway easement by Lot 1 or Lot 3, or their agents, contractors, subcontractors, invitees or employees.

Lot 1 and Lot 3 shall maintain in effect at all times during the term of this document a policy of commercial general liability insurance naming Lot 2 and its lender if requested as an additional insured. This policy shall insure against injury to property, person, or loss of life arising out of Lot 1 and Lot 3's use, occupancy, or maintenance of the Roadway easement, with limits of coverage that are at levels customarily maintained by businesses in the community in which the Roadway easement is located. For each year in which this document is in effect, Lot 1 and Lot 3 shall provide Lot 2 and the other parties designated by Lot 2, if any, with a copy of the insurance policy endorsement or wording showing that Lot 2 and the parties have been added as additional insureds. The policy shall contain a supplemental endorsement

covering contractual liability voluntarily assumed by the insured under this document. Insurance required of Lot 1 and Lot 3 under this document shall be written by companies duly qualified to do business in the State of Wisconsin and shall be satisfactory in all respects to Lot 2 and the holder of any mortgage against Lot 2. Lot 1 and Lot 3 shall deliver to Lot 2 copies of the policies or certificates evidencing the existence and all amounts of the insurance with loss payable clauses satisfactory to Lot 2. No such policy shall be cancelable or subject to reduction of coverage or modification except after 30 days' prior written notice to Lot 2. At least 15 days before the expiration of Lot 1 or Lot 3's policies, Lot 1 and Lot 3 shall furnish Lot 2 with renewals or "binders" of the policies, or Lot 2 may order such insurance and charge the cost to Lot 1 and Lot 3. Lot 1 and Lot 3 shall not do or permit anything to be done that will invalidate the insurance policies furnished by Lot 1 and Lot 3. Lot 2 may from time to time require that the policy limits of any or all such insurance be increased to reflect the effects of inflation and changes in normal commercial insurance practices.

5. Default. In the event any Parcel owner subject to this agreement fails to pay its share of the cost to maintain the Roadway, the other shall be entitled to seek and assert the right to recover the cost in a court of competent jurisdiction. As an item of damage, the prevailing Parcel owner shall be entitled to recover interest at 12 percent from the date that the shared cost should have been reimbursed to the other Parcel owner. The

prevailing Parcel owner in any reimbursement claim shall also be entitled to recover reasonable attorney's fees incurred in obtaining or defending against the reimbursement.

6. Rights of Lot 2 of Certified Survey Map _____. The owner of Lot 2, its successors and assigns, shall have the right to grant a perpetual and nonexclusive public utility easement over a portion of the Roadway easement for the purpose of permitting public utilities to install, lay, operate, repair and maintain underground pipes and conduits for water, storm sewer, sanitary sewer, cable television, gas and electric services under the surface of the Roadway.

7. Parcel Owner. Lot 1, Lot 2 and Lot 3 of CSM 4787 are currently owned by Stankowski. Stankowski intends to convey individual condominium units of ownership in Lot 3 based on the condominium form of ownership currently existing. Those individual lot owners shall be represented by the Heron Place Condominium Owners Association, Inc. with respect to future responsibility to perform pursuant to this Agreement. Parcel owner, for that purpose, and as used herein, shall be the Heron Place Condominium Owners Association, Inc. upon conveyance of the first such condominium unit. As to Lot No. 1, Stankowski is currently the owner and any future responsibility shall be borne by Stankowski, its successors and assigns and shall thereafter be defined as Parcel owner as herein created.

8. Recordation. This document must be legally recorded with the Register of Deeds office in Dodge County.

9. Amendment. This agreement may be amended only by writing signed by the parties hereto, their respective successors and/or assigns. In order to bind Lot No. 3 the Heron Place Condominium Owners Association, Inc. shall execute this agreement. In order to bind Lot 1 or Lot 2, Stankowski and/or his successors and assigns shall execute this agreement and the rights duly created hereby shall run with the land, shall be binding upon and enuring to the benefit of the Parcel owners, their respective successor and assigns and all parties having or subsequently obtaining an interest in the Property referenced above.

Dated this 21 day of August, 2000.

E P STANKOWSKI LLC

By: Patricia M. Stankowski
Managing Member

Personally came before me this 21st day of August, 2000, the above named PATRICIA M. STANKOWSKI, Managing Member of E P Stankowski LLC, a Wisconsin limited liability company, to be known to be the person executing the foregoing instrument and acknowledged the same.

Anna E. Lindt
Notary Public, State of Wisconsin
My commission 4/14/2002

This document drafted by
and after recording return to:

GEORGE B. ERWIN, III
Schmidt, Darling & Erwin
2300 North Mayfair Road, Suite 1175
Milwaukee, WI 53226

easeagr.hp

EXHIBIT A-1

ACCESS EASEMENT DESCRIPTION

(Part of Lot 1, to benefit Lot 3)

August 7, 2000

A part of Lot 1, Dodge County Certified Survey Map No. 4787 located in the SW 1/4 of the SE 1/4 of Section 1, T. 11 N., R. 15 E., City of Horicon, Dodge County, Wisconsin, more particularly described as follows:

Commencing at the southeast corner of Lot 1 Certified Survey Map No. 4065; then N. 2° 28' 22" W., along the East line of said Lot 1, 196.79 feet to the point of beginning; then continuing N. 2° 28' 22" W., along said East line 13.01 feet; then West, 140.60 feet; then S. 22° 11' 12" E., 48.81 feet; N. 17° 55' 28" E., 33.84 feet; then East, 112.31 feet to the point of beginning.

Said parcel contains 2,176 square feet.

EXHIBIT A-2

ACCESS EASEMENT DESCRIPTION
 (Part of Lot 2, to benefit Lots 1 and 3)

August 7, 2000

A part of Lot 2, Dodge County Certified Survey Map No. 4787 located in the SW 1/4 of the SE 1/4 of Section 1, T. 11 N., R. 15 E., City of Horicon, Dodge County, Wisconsin, more particularly described as follows:

Commencing at the southeast corner of Lot 1 Certified Survey Map No. 4065; then S. 89° 59' 17" W., along the South line of said Lot 1, 140.00 feet; then 44.79 feet along the arc of a curve to the left having a 296.79 foot radius and being subtended by a 44.74 foot chord bearing N. 52° 51' 01.5" W. to the point of beginning; then continuing 26.62 feet along the arc of a curve to the left having a 296.79 foot radius being subtended by a 26.61 foot chord bearing N. 59° 44' 36.5" W.; then N. 17° 55' 28" E., 169.90 feet; then S. 22° 11' 12" E., 40.36 feet; then S. 17° 55' 28" W., 144.42 feet to the point of beginning.

Said parcel contains 4,077 square feet.

Also:

A part of Lot 2, Dodge County Certified Survey Map No. 4787 located in the SW 1/4 of the SE 1/4 of Section 1, T. 11 N., R. 15 E., City of Horicon, Dodge County, Wisconsin, more particularly described as follows:

Commencing at the southeast corner of Lot 1, Dodge County Certified Survey Map No. 4065; then N. 2° 28' 22" W., along the East line of said Lot 1, 209.80 feet to the South line of Lot 3 Dodge County Certified Survey Map No. 4787; then West, along said South line, 140.60 feet to the southwest corner of said Lot 3 and the point of real beginning; continuing West along said South line extended, 10.86 feet to the southwest corner of pavement; then N. 2° 28' 22" W., 29.81 feet to the westerly line of said Lot 3; then S. 22° 11' 12" W., along said westerly line, 32.16 feet to the point of beginning.

Said parcel contains 162 square feet.

EXHIBIT A-3

ACCESS EASEMENT DESCRIPTION

(Part of Lot 3, to benefit Lot 1)

August 7, 2000

A part of Lot 3, Dodge County Certified Survey Map No. 4787 located in the SW 1/4 of the SE 1/4 of Section 1, T. 11 N., R. 15 E., City of Horicon, Dodge County, Wisconsin, more particularly described as follows:

Commencing at the southeast corner of Lot 1 Certified Survey Map No. 4065; then N. 2° 28' 22" W., along the East line of said Lot 1, 209.80 feet to the point of beginning; then continuing N. 2° 28' 22" W., along said East line 208.54 feet to the South line of Horicon Street; then West, along said South line, 30.03 feet; then S. 2° 28' 22" E., 195.53 feet; then West, 115.31 feet; S. 22° 11' 12" E., 14.04 feet; then East, 140.60 feet to the point of beginning.

Said parcel contains 7,724 square feet.

ADDITION

STREET

