

Document Number

Declaration of Shared Driveway  
Access Easement and Maintenance  
Agreement Document Title

0829179

RONALD A. VOIGT  
OZAUKEE COUNTY  
REGISTER OF DEEDS  
PORT WASHINGTON, WI  
TXID: 23477

RECORDED ON  
10/21/2005 02:36PM

REC FEE: 23.00  
TRANS FEE: 0.00  
PAGES: 7  
EXEMPT #: 0

Recording Area

Name and Return Address

Christopher S. Frommell  
Lakeside Development Company  
10033 N. Port Washington Rd.  
Mequon, WI 53092

\$23/PA

15-019-01-002.00 \*

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m).  
WRDA HB Rev. 1/8/2004

7

DECLARATION OF SHARED DRIVEWAY  
ACCESS EASEMENT AND MAINTENANCE AGREEMENT

This Declaration of Shared Driveway Access Easement and Maintenance Agreement ("Declaration") is made as of the 21 day of October, 2005 by Lakeside Development Co. (1986), a Wisconsin corporation ("Developer").

WHEREAS, Developer owns certain real property situated in the City of Mequon, Ozaukee County, Wisconsin (The Preserve at Glen Oaks property, or "the Property") which is described in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, Developer has subdivided the Property and desires to establish for the benefit of itself, for the owners of Lots 15, 16 and 17 in the Property, for the future owners of all the remaining lots in the Property and for members of the general public a nonexclusive, perpetual twenty foot wide roadway ("Roadway") access easement ("Access Easement") for purposes of ingress and egress from the public roadway known as Glen Oaks Lane by pedestrian and vehicular travel to and from Lots 15, 16 and 17 in the Property, all as is more particularly depicted by cross-hatching on the Final Plat Map which is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the use of the Roadway by the future owners of Lots 15, 16 and 17 and their successors and assigns and members of the general public is deemed desirable by the City of Mequon Planning Commission;

NOW, THEREFORE, in consideration of the premises and the covenants set forth herein, Developer hereby establishes, declares, grants and creates the following easements and encumbrances.

1. Declaration of Easement. Developer hereby declares, creates and establishes for the benefit of itself, the future owners of Lots 15, 16 and 17 in the Property, their tenants, guests and invitees, for the future owners of all the remaining lots in the Property and for members of the general public a non-exclusive, perpetual twenty foot wide Roadway Access Easement ("Access Easement") for purposes of ingress and egress from the public roadway known as Glen Oaks Lane by pedestrian and vehicular travel to and from Lots 15, 16 and 17 in the Property. Grantor acknowledges that such Access Easement over and across Lots 15, 16 and 17 shall run with the land in perpetuity for the mutual benefit of the present and future owners of all or any part of the Property, their respective heirs, successors, personal representatives and assigns.

2. Construction of Access Roadway. Grantor shall construct the Access Roadway within the Access Easement depicted on Exhibit A and over and across Lots 15, 16 and 17. Such Access Roadway shall be twenty (20) feet in width. Developer shall undertake the construction of the Access Roadway in a good and workmanlike manner and in accordance with all applicable statutes, ordinances, codes and rules. The configuration of the Access Roadway within the Access Easement shall be as determined by Developer, subject to approval by the City of Mequon.

3. Restrictions on interference with Access Easement. Neither Developer nor any successor owner of Lot 15, 16 or 17 shall construct, or permit the construction of, improvements within the area of the Access Easement or block or barricade the Access Roadway, or alter the Access Roadway in a manner so as to interfere materially with the rights granted the owners of Lots 15, 16 and 17 hereunder. Grantor, its heirs, successors, personal representatives and assigns, the lot owners, their invitees and guests and the members of the general public shall be entitled to perpetual use of the Access Easement for all purposes so long as such use does not unreasonably and materially interfere with or restrict the rights granted herein to the owners of Lots 15, 16 or 17.

4. Repair and Maintenance. The Access Roadway shall be kept in a condition sufficient to permit safe passage upon, over and across it at all times. Initially Developer shall be solely responsible for the costs and expenses of maintenance, cleaning and snow plowing (the "Costs") of the Access Roadway. At such time as Developer sells a Lot, and upon the occurrence of each sale of a Lot thereafter, the responsibility for the payment of the Costs defined herein shall be reapportioned so that each Lot owner shall be responsible for 1/17th of the total cost, and the Developer shall be responsible for the balance of the total cost, calculated as 1/17th of the total cost multiplied by the number of Lots which Developer has not sold. At such time as all Lots have been sold, the Costs defined herein shall be borne equally by all of the lot owners/members of the Homeowners' Association and may be included in annual or special assessments.

5. Restrictions on Improvements and Landscaping. Other than the Access Roadway, no structures or other improvements may be constructed or placed on or within the Access Easement. Except as to the Access Roadway, the Access Easement shall be retained to the extent reasonably practicable in its open and natural state. Subject to the foregoing, Developer shall be permitted, at its sole expense, to plant, maintain and remove plantings, grass and landscaping within the Access Easement, provided that landscaping shall consist predominately of natural (not invasive) plantings, and strictly comply with the street tree and landscape plans as approved by the City of Mequon. Developer, and its assigns and successors in interest shall maintain such landscaping in the easement area in accordance with such approved plans in the future.

6. Perpetual Easement. This declaration, the Access Easement established herein, and the obligations, covenants and restrictions set forth herein shall be perpetual in duration.

7. Parties Benefited. The obligations, covenants, easements and restrictions established herein shall be for the benefit of Lots 15, 16 and 17 and the owners or other permittees or invitees thereof, for the benefit of other owners of Lots in the Property, and for the benefit of providing the City with access to said Lots, and neither Developer nor any successor in interest to any Lot owner shall grant the right to use the Access Easement to any other party or for the benefit of any other property.





# EXHIBIT A

## THE PRESERVE AT GLEN OAKS

A REDVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3487 BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 22 EAST, IN THE CITY OF MECON, OSHAUGE COUNTY, WISCONSIN.

HIDDEN RIVER DRIVE

GLEN OAKS LANE

WOODSIDE LANE

N. PORT WASHINGTON ROAD (CTH "W")

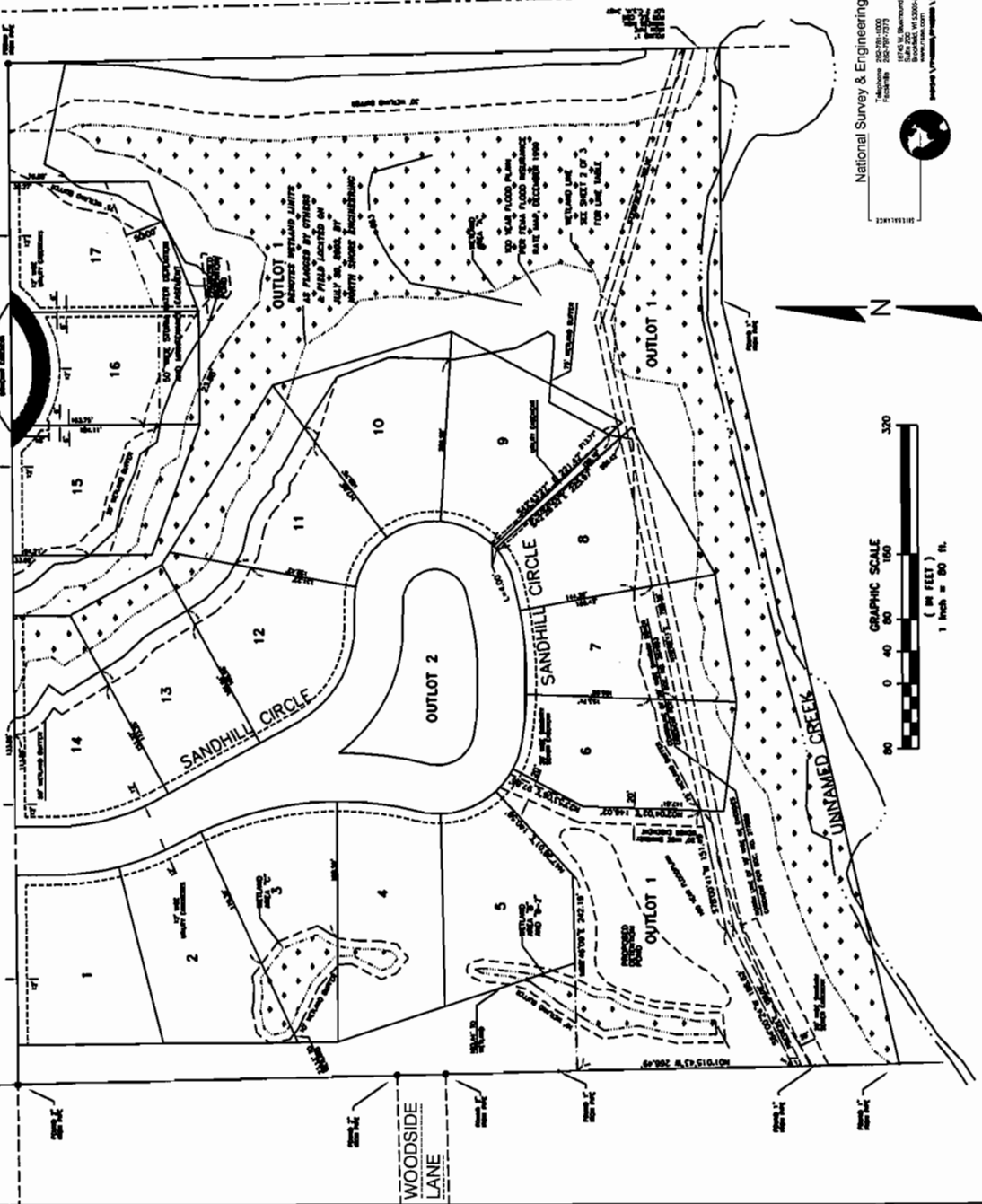
RESTRICTIONS:



INDICATES AREA OF NO FILLING, NO GRADING, AND NO MOORING

NO FILLING OR SIGNIFICANT GRADING IN THE 100 YEAR FLOODPLAIN  
NO FILLING OR GRADING IN THE WETLAND BUFFER AREA

INDICATES DRAINAGE SUBUNIT AREA



WETLAND LINE TABLE

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	10.18	S89°28'12"E	L18	31.97	S89°28'12"E
L2	11.48	S89°28'12"E	L19	31.97	S89°28'12"E
L3	11.48	S89°28'12"E	L20	31.97	S89°28'12"E
L4	11.48	S89°28'12"E	L21	31.97	S89°28'12"E
L5	11.48	S89°28'12"E	L22	31.97	S89°28'12"E
L6	11.48	S89°28'12"E	L23	31.97	S89°28'12"E
L7	11.48	S89°28'12"E	L24	31.97	S89°28'12"E
L8	11.48	S89°28'12"E	L25	31.97	S89°28'12"E
L9	11.48	S89°28'12"E	L26	31.97	S89°28'12"E
L10	11.48	S89°28'12"E	L27	31.97	S89°28'12"E
L11	11.48	S89°28'12"E	L28	31.97	S89°28'12"E
L12	11.48	S89°28'12"E	L29	31.97	S89°28'12"E
L13	11.48	S89°28'12"E	L30	31.97	S89°28'12"E
L14	11.48	S89°28'12"E	L31	31.97	S89°28'12"E
L15	11.48	S89°28'12"E	L32	31.97	S89°28'12"E
L16	11.48	S89°28'12"E	L33	31.97	S89°28'12"E
L17	11.48	S89°28'12"E	L34	31.97	S89°28'12"E
L18	11.48	S89°28'12"E	L35	31.97	S89°28'12"E
L19	11.48	S89°28'12"E	L36	31.97	S89°28'12"E
L20	11.48	S89°28'12"E	L37	31.97	S89°28'12"E
L21	11.48	S89°28'12"E	L38	31.97	S89°28'12"E
L22	11.48	S89°28'12"E	L39	31.97	S89°28'12"E
L23	11.48	S89°28'12"E	L40	31.97	S89°28'12"E
L24	11.48	S89°28'12"E	L41	31.97	S89°28'12"E
L25	11.48	S89°28'12"E	L42	31.97	S89°28'12"E
L26	11.48	S89°28'12"E	L43	31.97	S89°28'12"E
L27	11.48	S89°28'12"E	L44	31.97	S89°28'12"E
L28	11.48	S89°28'12"E	L45	31.97	S89°28'12"E
L29	11.48	S89°28'12"E	L46	31.97	S89°28'12"E
L30	11.48	S89°28'12"E	L47	31.97	S89°28'12"E
L31	11.48	S89°28'12"E	L48	31.97	S89°28'12"E
L32	11.48	S89°28'12"E	L49	31.97	S89°28'12"E
L33	11.48	S89°28'12"E	L50	31.97	S89°28'12"E
L34	11.48	S89°28'12"E	L51	31.97	S89°28'12"E
L35	11.48	S89°28'12"E	L52	31.97	S89°28'12"E
L36	11.48	S89°28'12"E	L53	31.97	S89°28'12"E
L37	11.48	S89°28'12"E	L54	31.97	S89°28'12"E
L38	11.48	S89°28'12"E	L55	31.97	S89°28'12"E
L39	11.48	S89°28'12"E	L56	31.97	S89°28'12"E
L40	11.48	S89°28'12"E	L57	31.97	S89°28'12"E
L41	11.48	S89°28'12"E	L58	31.97	S89°28'12"E
L42	11.48	S89°28'12"E	L59	31.97	S89°28'12"E
L43	11.48	S89°28'12"E	L60	31.97	S89°28'12"E
L44	11.48	S89°28'12"E	L61	31.97	S89°28'12"E
L45	11.48	S89°28'12"E	L62	31.97	S89°28'12"E
L46	11.48	S89°28'12"E	L63	31.97	S89°28'12"E
L47	11.48	S89°28'12"E	L64	31.97	S89°28'12"E
L48	11.48	S89°28'12"E	L65	31.97	S89°28'12"E
L49	11.48	S89°28'12"E	L66	31.97	S89°28'12"E
L50	11.48	S89°28'12"E	L67	31.97	S89°28'12"E
L51	11.48	S89°28'12"E	L68	31.97	S89°28'12"E
L52	11.48	S89°28'12"E	L69	31.97	S89°28'12"E
L53	11.48	S89°28'12"E	L70	31.97	S89°28'12"E
L54	11.48	S89°28'12"E	L71	31.97	S89°28'12"E
L55	11.48	S89°28'12"E	L72	31.97	S89°28'12"E
L56	11.48	S89°28'12"E	L73	31.97	S89°28'12"E
L57	11.48	S89°28'12"E	L74	31.97	S89°28'12"E
L58	11.48	S89°28'12"E	L75	31.97	S89°28'12"E
L59	11.48	S89°28'12"E	L76	31.97	S89°28'12"E
L60	11.48	S89°28'12"E	L77	31.97	S89°28'12"E
L61	11.48	S89°28'12"E	L78	31.97	S89°28'12"E
L62	11.48	S89°28'12"E	L79	31.97	S89°28'12"E
L63	11.48	S89°28'12"E	L80	31.97	S89°28'12"E
L64	11.48	S89°28'12"E	L81	31.97	S89°28'12"E
L65	11.48	S89°28'12"E	L82	31.97	S89°28'12"E
L66	11.48	S89°28'12"E	L83	31.97	S89°28'12"E
L67	11.48	S89°28'12"E	L84	31.97	S89°28'12"E
L68	11.48	S89°28'12"E	L85	31.97	S89°28'12"E
L69	11.48	S89°28'12"E	L86	31.97	S89°28'12"E
L70	11.48	S89°28'12"E	L87	31.97	S89°28'12"E
L71	11.48	S89°28'12"E	L88	31.97	S89°28'12"E
L72	11.48	S89°28'12"E	L89	31.97	S89°28'12"E
L73	11.48	S89°28'12"E	L90	31.97	S89°28'12"E
L74	11.48	S89°28'12"E	L91	31.97	S89°28'12"E
L75	11.48	S89°28'12"E	L92	31.97	S89°28'12"E
L76	11.48	S89°28'12"E	L93	31.97	S89°28'12"E
L77	11.48	S89°28'12"E	L94	31.97	S89°28'12"E
L78	11.48	S89°28'12"E	L95	31.97	S89°28'12"E
L79	11.48	S89°28'12"E	L96	31.97	S89°28'12"E
L80	11.48	S89°28'12"E	L97	31.97	S89°28'12"E
L81	11.48	S89°28'12"E	L98	31.97	S89°28'12"E
L82	11.48	S89°28'12"E	L99	31.97	S89°28'12"E
L83	11.48	S89°28'12"E	L100	31.97	S89°28'12"E

National Survey & Engineering  
 Milwaukee 262-291-1000  
 Madison 262-291-1275  
 Racine 262-291-1275  
 Waukesha 262-291-1275  
 www.nsewi.com

GRAPHIC SCALE  
 80 0 40 80 160 320  
 ( IN FEET )  
 1 Inch = 80 ft.

**EXHIBIT B**  
**Description of the Property**

The Preserve at Glen Oaks, being a redivision of Lot 2 of Certified Survey Map No. 3487 being a part of the northeast 1/4 of the northeast 1/4 of section 19, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.