

## ACCESS AGREEMENT

WHEREAS, a request has been made to the North Lake Yacht Club, N77 W31857 Northwoods Drive, Hartland, Wi. 53029 (hereinafter referred to as “NLYC”), on behalf of the North Lake Management District, W326 N7050 North Lake Drive, Hartland, WI 53029 (hereinafter the “NLMD”), to encroach upon property located immediately south of Northwoods Drive and west of State Road 83 consisting of approximately 4.257 acres and identified as Tax Key MRTT0350990 in the unincorporated area of North Lake, Town of Merton, an access and use easement for the staging of a dredge project and access to North lake consistent with and limited to the locations outlined in the encroachment map attached hereto as Exhibit A; and

WHEREAS, the NLMD is a public inland lake protection district which is a “nonprofit conservation organization” whose purpose is undertaking a program of lake protection and rehabilitation for conservation purposes and that is described in section 501 (c) (3) of the internal revenue code and is exempt from federal income tax under section 501 (a) of the internal revenue code.

WHEREAS, the NLMD and the NLYC is located in unincorporated North Lake, Town of Merton and Village of Chenequa, Waukesha County, Wisconsin.

WHEREAS, the NLMD is developing a project which is defined as dredging the North Bay and possibly Schneider Bay of North Lake which consists of the work to excavate accumulated silt which has entered North Lake that has been deposited from the Oconomowoc River. This dredging will protect and enhance the opportunities for public enjoyment of the lake.

WHEREAS, the dredged materials will be temporarily stored and dewatered on farmland in accordance with certain applicable regulations and a permit to be issued by the Wisconsin Department of Natural Resources (“WDNR”).

WHEREAS, NLYC has granted to NLMD an access easement for the aforesaid encroachment subject to the execution of this Access Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, and of granting of this Access Agreement, NLYC hereby covenants unto NLMD as follows:

1. Recitals. The parties hereto acknowledge and agree that the recitals set forth above are true and correct in all respects and are fully incorporated into this Access Agreement.

2. Permits. NLMD or its Contractor shall secure and pay for all permits required by any governing body or agency before commencing the dredge activities on North Lake. All construction, maintenance, and repairs within the above-described Property shall be completed at no expense to NLYC and be in compliance with all applicable laws.

3. Restoration. NLMD shall be solely responsible for any restoration and/or maintenance required on the Property and caused by NLMD, and shall keep it at all times in good repair.

4. Liability and Hold Harmless. NLMD shall be solely liable for any and all damages to persons or property by reason of the granting of this privilege and the maintaining of said encroachment and shall hold NLYC, its officers and employees harmless from any and all causes of action, damages and judgments, all of whatsoever kind, arising out of the granting of this privilege and the maintaining of said encroachment via the access easement.

5. Limited Use. NLMD shall not place, construct or install any encroachment other than: access for launching the dredge equipment and accessories; parking for employee vehicles and company vehicle parking; staging of materials and equipment for the dredge project as described in this Access Agreement within the above-described Property.

6. Review and Resubmittal for Future Changes. NLMD and NLYC shall review and approve or reject the Contractor's anticipated use and encroachment of any planned occupancy, access, or use of the property.

7. Notices. It is hereby agreed that for all purposes hereunder, notices to the parties shall be given to the parties in writing at the following address:

If to NLYC:

North Lake Yacht Club  
N77 W31857 Northwoods Drive,  
Hartland, WI 53029

If to NLMD:

Jerry Heine  
North Lake Management District  
W326 N7050 North Lake Drive  
Hartland, WI 53029

NLMD shall pay upon request by NLYC to NLYC any additional and extra costs incurred by NLYC to make use of the herein referred to Property, arising out of dredging of North Lake.

In the event NLMD should fail, refuse or neglect to pay the additional and extra costs as hereinabove provided within thirty (30) days after date of billing, the amount of such additional and extra costs, including legal fees and costs of collection, shall be provided to NLYC by agreement herein by NLMD.

NLYC reserves to itself, its successors and assigns the right to make use of the above-described land. In the event NLYC requires the use of said Property, NLMD shall immediately remove temporary dredge equipment, materials, supplies, and vehicles from the encroachment.

This access will run from September 6, 2022 through May 26<sup>th</sup>, 2023 unless mutually agreed otherwise to by the parties. Hours of access by NLMD and the Contractor shall be from 7 am to 8 pm unless otherwise agreed to by the Parties.

The covenants of this Access Agreement shall run with the Property hereinbefore described and shall be binding on all parties claiming the benefit of said limitation upon all present and future property owners of said premises.

IN WITNESS WHEREOF, the undersigned, NLMD, hereby executes this Access Agreement with NLYC.

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Jerry Heine, Commissioner  
For North Lake Management District

STATE OF WISCONSIN      )  
                            )  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2022  
the above-named, \_\_\_\_\_, known to me  
to be the person who executed the foregoing instrument.

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Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

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Name: \_\_\_\_\_  
For North Lake Yacht Club

STATE OF WISCONSIN      )  
                            )  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2022  
the above-named, \_\_\_\_\_, known to me  
to be the person who executed the foregoing instrument.

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Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

This instrument was drafted by:  
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