

When recorded return to:
O'Reilly Automotive Stores, Inc.
PO Box 9167
Springfield, MO 65801-9167
Tax Parcel No.: 761-9956-001

ACCESS EASEMENT AND MAINTENANCE AGREEMENT

THIS ACCESS EASEMENT AND MAINTENANCE AGREEMENT, made this 19th day of August, 2019, by and between O'Reilly Automotive Stores, Inc., a Missouri corporation, hereinafter referred to as "OWNER", owner of the property located at 710 George Street in La Crosse, Wisconsin ("O'REILLY PARCEL"), and City of La Crosse, hereinafter referred to as the "CITY", owner of the property located at 732 George Street in La Crosse, Wisconsin ("CITY PARCEL"). For the purposes of this document, the term "OWNER" refers to the current owner of the property, its successors and assigns as applicable when property ownership changes.

RECITALS:

1. CITY wishes to grant a nonexclusive access easement to OWNER for vehicular ingress and egress, pedestrian ingress and egress, drainage, and utility purposes over and across the portion of CITY PARCEL shown on Page 1 of **Exhibit A** and legally described on Page 2 of **Exhibit A** attached hereto, to and for the benefit of OWNER's parcel.
2. OWNER, owner of O'REILLY PARCEL with full authority to execute deeds, mortgages, other covenants, does hereby covenant with the CITY and agrees as follows:
 - a. The OWNER covenants with the CITY that the OWNER shall perpetually preserve, protect and maintain the stormwater inlets, pipes and filter system shown on the Site Grading Plan (C1.1C) and Stormwater Management Plan (C1.2) as approved by the CITY, to ensure that the permanent BMPs are, and remain in proper working condition in accordance with approved design standards, rules and regulations and applicable laws.
 - b. The OWNER shall maintain and inspect the filter system according to the Maintenance Plan and the Inspection Plan. The Maintenance Plan may not be modified without the CITY's consent.
 - c. Any maintenance or repair needs identified through inspection shall be performed by the OWNER within 30 days of discovery, or immediately upon notification by the CITY.

d. If the maintenance or repair needs are not performed within the specified time period, the OWNER authorize the CITY or their designee to perform any maintenance necessary at the OWNER expense. The CITY may exercise their statutory authority to levy and collect a special assessment or charge for any services carried out related to the inspection and maintenance of the BMP.

e. This easement is granted on condition that it is restricted to right in/right out only and is subject to re-evaluation or termination on six months' notice by the City or the Board of Public Works of the City of La Crosse.

Grantee further agrees that the easement shall be at no cost to the City of La Crosse, including the maintenance and surfacing of any such driveway or ingress and egress road.

Grantee further acknowledges and understands that Gateway Development Co., Inc., reserved unto itself, successors, grantees and assigns, exclusive and perpetual easement for the installation, operation, maintenance and replacement of signs on the easterly 100 feet of the southerly 10 feet of the real estate described in said deed recorded in Volume 805 at Page 106-107 of the La Crosse County Register of Deeds Office on October 13, 1987 as Document No. 1001101.

Grantee further agrees to be responsible for any and all liability relative to the maintenance of the easement area.

IN WITNESS WHEREOF, CITY has caused this Access Easement and Maintenance Agreement to be executed effective as of the day and year first written above.

CITY:

CITY OF LA CROSSE, WISCONSIN

By: Timothy Kabat

Name: TIMOTHY KABAT

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Its: MAYOR

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

The foregoing instrument was acknowledged before me this 19th day of August, 2019, by Timothy Kabat, the Mayor, on behalf of the City.

Teri Lehrke
Teri Lehrke, Notary Public
La Crosse County, WI

My commission expires: 7-24-2020
Acting in La Crosse County

