

COPY

EASEMENT FOR COMMON DRIVEWAY

This agreement is made this ____ day of November 1994 by and among Thomas M. and Patricia J. Wade of 980 Woodlake Road, Village of Kohler, County of Sheboygan, State of Wisconsin, Purl F. and Margaret A. Dietzman of 960 Woodlake Road, Village of Kohler, County of Sheboygan, State of Wisconsin, and Kohler Co., owner of Lot 19, 970 Woodlake Road, Village of Kohler, County of Sheboygan, State of Wisconsin.

W I T N E S S E T H:

WHEREAS, the undersigned each have interests in adjoining real estate situated in the Village of Kohler, County of Sheboygan, State of Wisconsin, and described respectively as follows:

Thomas M. and Patricia J. Wade

Parcel 1: Lot Number 18 of Willow Prairie, a subdivision in the Village of Kohler, Sheboygan County, Wisconsin, according to the recorded plat thereof, Tax Key No. 689418.

Purl F. and Margaret A. Dietzman

Parcel 2: Lot Number 20 of Willow Prairie, a subdivision in the Village of Kohler, Sheboygan County, Wisconsin, according to the recorded plat thereof, Tax Key No. 689420.

Kohler Co.

Parcel 3: Lot Number 19 of Willow Prairie, a subdivision in the Village of Kohler, Sheboygan County, Wisconsin, according to the recorded plat thereof, Tax Key No. 689419.

WHEREAS, the undersigned desire to create a shared common driveway between the above-described adjoining and abutting parcels, owned by them for the benefit of each of the parties hereto.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. That an easement for a twenty-foot common driveway in favor of Parcel 1 and 2, owned by Thomas M. and Patricia J. Wade and Purl F. and Margaret A. Dietzman, respectively, is created over the 20-foot by 62-foot strip of land in Parcel 3, more particularly described as follows:

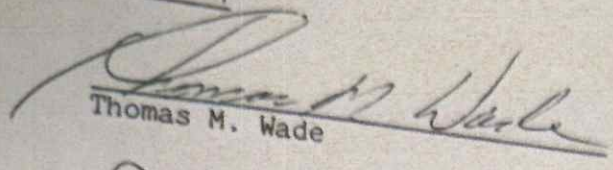
Beginning at the southernmost point of Lot 19, Plat of Willow Prairie also being the westernmost point of Lot 20, Plat of Willow Prairie said point being on the northeast right-of-way line of Woodlake Road, thence northwesterly 20.01 feet along the arc of a curve to the left, the radius point of which bears

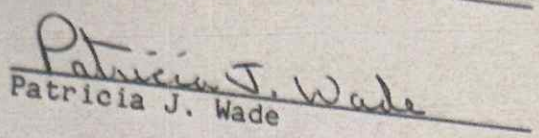
southwesterly 160.00 feet, the chord of which bears N 49 deg. 59 min. 54 sec. W a distance of 20.00 feet being along said northeast right-of-way of Woodlake Road, thence N 40 deg. 00 min. 00 sec. E along the southeast line of Lot 18, Plat of Willow Prairie for a distance of 62.00 feet, thence S 48 deg. 28 min. 50 sec. E a distance of 20.00 feet to the northwest corner of Lot 20, Plat of Willow Prairie, thence S 40 deg. 00 min. 00 sec. W along the northwest line of said Lot 20 a distance of 61.47 feet to the point of beginning, being a twenty foot wide parcel of land for the purpose of being a common driveway.

2. That this easement is granted for the purposes of creating a common driveway 20 feet in width and 62 feet in length for the benefit of Parcels 1 and 2 above.
3. That Parcel 3 is burdened with this easement.
4. That these easements are superior and paramount to the rights of any of the parties hereto and the respective servient estate so created.
5. That in consideration of the foregoing grant of such easement, the parties will be jointly and equally responsible for any expense incurred in constructing the 20-foot by 62-foot asphalt driveway as well as maintaining the driveway in good condition and repair, including, without limitation, snow removal and maintenance and repair of asphalt paving as necessary. The parties will also maintain minimum public liability insurance equal to \$100,000 each occurrence. Notwithstanding anything above to the contrary, until Parcel 3 is sold by Kohler Co. to a new owner, the above-referenced costs and responsibilities shall be shared one-half by Parcel 1 and one-half by Parcel 2.
6. That the parties hereto will maintain and keep the joint driveway in usable condition at all times, will not obstruct the joint driveway nor use the joint driveway in any way that will impair the rights of abutting owners to use it. Notwithstanding anything to the contrary, the parties hereto acknowledge that the joint driveway will be utilized by the owners for construction of their respective homes on said Parcels.
7. That this Agreement shall be a continuing covenant running with the land and shall be binding upon and inure to the benefit or detriment of the parties hereto, their respective successors and assigns, and all parties hereafter having any interest in the properties described as Parcel 1, Parcel 2, and Parcel 3.

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of the undersigned as of the day and year first set forth above.

Parcel 1

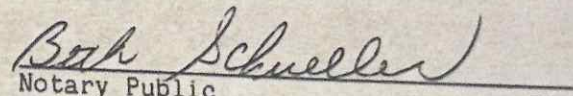

Thomas M. Wade


Patricia J. Wade

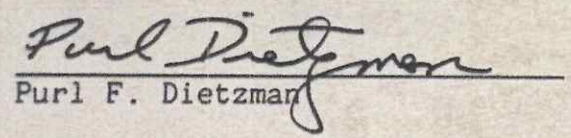
STATE OF WISCONSIN)
COUNTY OF SHEBOYGAN) ss

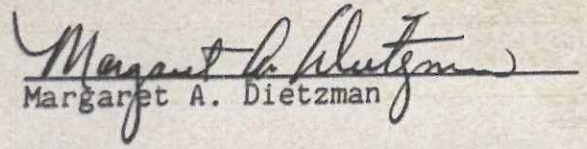
Personally came before me this 27 day of November 1994
Thomas M. Wade and Patricia J. Wade, to me known to be the persons who
executed the foregoing instrument, and acknowledged that they executed
the foregoing instrument.

Subscribed and sworn to before me this
27 day of November 1994.


Notary Public
My commission expires: 1-15-95

Parcel 2


Purl F. Dietzman


Margaret A. Dietzman

STATE OF WISCONSIN)
COUNTY OF SHEBOYGAN) ss

Personally came before me this _____ day of _____ 1994
Purl F. Dietzman and Margaret A. Dietzman, to me known to be the persons
who executed the foregoing instrument, and acknowledged that they
executed the foregoing instrument.

- 4 -
Subscribed and sworn to before me this
28 day of November 1994.

Beth Schueler
Notary Public

My commission expires: 1-15-95

Parcel 3

KOHLER CO.

Susan P. Green
Susan P. Green, Vice President-Hospitality & Real Estate

William J. Drew
William J. Drew, Secretary

STATE OF WISCONSIN)
COUNTY OF SHEBOYGAN) ss

Personally came before me this 28th day of November 1994,
Susan P. Green and William J. Drew,
of the above named Corporation, to me known to be the person who
executed the foregoing instrument, and to me known to be such
Vice President and Secretary of said
Corporation, and acknowledged that they executed the foregoing
instrument as such officers of said Corporation, by its authority.

Subscribed and sworn to before me this
28 day of November 1994.

Beth Schueler

Notary Public

My commission expires: 1-15-1995

This instrument was drafted by:

Kathleen A. Sheedy
Kohler Co.
Kohler, WI 53044

KAS/kmv-12
7TWadeECD/LEG
11/22/94