

WHEREAS, RICHARD D. FARREN, hereinafter called "OWNER", owns two parcels of land described as follows:

Lots 1 and 2 of that certain Certified Survey Map recorded in Volume 13 of Certified Survey Maps on page 74 as Document Number 1449057 being parts of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1, Township 14 North, Range 20 East, Town of Mitchell, Sheboygan County, Wisconsin;

AND WHEREAS, CHARLES E. FITZPATRICK III and MARIA H. FITZPATRICK, husband and wife, hereinafter called "BUYER", have an equitable interest in the land described as follows, by virtue of an accepted Offer to Purchase:

Lots 1 of that certain Certified Survey Map recorded in Volume 13 of Certified Survey Maps on page 74 as Document Number 1449057 being parts of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1, Township 14 North, Range 20 East, Town of Mitchell, Sheboygan County, Wisconsin;

AND WHEREAS, the OWNER and BUYER desire to create a shared driveway to be utilized for access to the respective premises of said parties, which said shared driveway is generally described of as:

Four (4) rods in width, over the East Two (2) rods of the West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) and over the West Two (2) rods of the East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), Section One (1), Township Number Fourteen (14) North, Range Number Twenty (20) East;

and which is more specifically set forth on the Certified Survey Map recorded in Volume 13 of Certified Survey Maps on page 74 as referenced above;

AND WHEREAS, IT IS HEREBY AGREED by and between OWNER and BUYER, in consideration of mutual benefits, that the shared driveway is herewith confirmed as an easement running with the respective lands of each of the said parties as now used for driveway purposes and as so designated on the Certified Survey Map referenced above, subject to the following terms and conditions:

1. The said driveway shall remain available and open to the owner(s) and/or occupant(s) of Lots 1 and 2 of for normal vehicular and/or pedestrian access to their respective premises subject to an easement over and across said shared roadway as conveyed in the deeds of record of adjacent owners to the North and as set forth in the deed of record of OWNER and as shown on said Certified Survey Map referenced above, to the extent necessary for such access, but not for parking or any similar obstructive use(s) thereof;

2. The permissive use of the said shared driveway easement by OWNER or BUYER over and across that portion lying within the ownership of the other party shall never become adverse to the interest(s) of OWNER or BUYER, their respective heirs, successors and assigns forever;

3. A. Until a residence or other substantial structure is built upon Lot 2 of OWNER, any and all expense(s) of maintenance and/or repair of the shared driveway shall be paid by the owner of Lot 1 with a nominal \$20.00 per year contribution by the owner of Lot 2;

B. After commencement of construction of a residence or other substantial structure on Lot 2 of OWNER, any and all expense(s) of maintenance and/or repair of the shared driveway shall be shared equally by the owners of Lots 1 and 2 their respective heirs, successors and assigns forever; unless otherwise mutually agreed among the parties;

C. Any and all maintenance and/or repairs to the said shared driveway resulting from construction equipment or any other abnormal use(s) of the shared driveway by the owner of either of the parcels shall be paid solely by the owner of that parcel;

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4. Either or both Lot 1 or Lot 2 may terminate their use of the shared driveway by construction of a separate access onto the public highway and notification to the other party hereto in writing that they have constructed a separate driveway and will no longer use the shared driveway; the owner of the terminating parcel shall remain liable for their share of maintenance and/or repair expense(s) until the date of receipt of said notice by the other party to this agreement.

5. Each party shall maintain adequate liability insurance on their respective premises to cover use of the shared driveway by themselves and/or their families, guests, invitees, workmen and/or any or all others who might legally use said shared driveway and each party shall hold the others harmless for any loss or claim occasioned by the legal use thereof.

This agreement shall be a covenant running with the land of each of the respective parties.

Dated this 26 day of April, 1996.

Richard D. Farren (Seal)
RICHARD D. FARREN

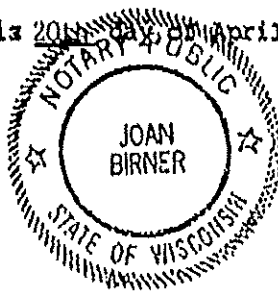
Charles E. Fitzpatrick III (Seal)
CHARLES E. FITZPATRICK III

Maria H. Fitzpatrick (Seal)
MARIA H. FITZPATRICK

STATE OF WISCONSIN }
COUNTY OF MILWAUKEE } SS.

Subscribed and sworn to before me this 20th day of April, 1996 by Richard D. Farren.

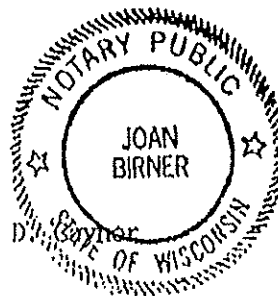
Joan Birner
Joan Birner
Notary Public, State of Wisconsin
My commission expires 10-10-99



001EH1829	0005	JFB:	\$6.00
001EH1829	0005	LRB:	\$2.00
001EH1829	0005	CO LRM	\$4.00

Subscribed and sworn to before me this 20th day of April, 1996 by Charles E. Fitzpatrick III and Maria H. Fitzpatrick, husband and wife.

Joan Birner
Joan Birner
Notary Public, State of Wisconsin
My commission expires 10-10-99



RECORDED
SHEBOYGAN COUNTY, WI
Darius J. Haisl Registrar
In Vol. 1443 of
Recorded on page 910/11

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This instrument drafted by Attorney G. D. [unclear]

RET: FITZPATRICK
W7270 CTY RA U
PLYMOUTH WI 53073