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WASHINGTON COUNTY WISCONSIN
2024-04-25 12:43:00 PM

Sharon A. Martin
SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: **\$30.00**

Return via **MAIL (REGULAR)**
Pages: **4**

Document No.

**AMENDED
JOINT DRIVEWAY &
PARKING LOT
EASEMENT AGREEMENT**

Return to:
Patrick Madden
116 S. Main Street
Mayville, WI 53050

Parcel Numbers: 36-2102-005-020 &
36-2102-005-002

THIS JOINT DRIVEWAY PARKING LOT EASEMENT AGREEMENT (the *Agreement*) is between Cory Allen Lentz (*Parcel A Owner*) and Michael T. Checolinski & Cheryl M. Checolinski (*Parcel B Owner*).

RECITALS:

A. Parcel A Owner is the owner of certain real property located in Washington County, Wisconsin, as described as:

Lot Five (5) of Block Six (6) of the ORIGINAL PLAT of the Village, now City of Harford, Washington County, Wisconsin, EXCEPTING THEREFROM the West 36 feet of the South 61.30 feet heretofore conveyed to David Ritger.

B. Parcel B Owner is the owner of certain real property also located in Washington County, Wisconsin, adjoining Parcel A, as described as:

The South Twenty-seven (27) feet of Lot Six (6) in Block Six (6) in the ORIGINAL PLAT of the Village, now City of Harford, Washington County, Wisconsin and the North Four and Two Tenths (4.2) feet of Lot Seven (7) in Block Six (6) in the ORIGINAL PLAT of the Village now City of Hartford, Washington County, Wisconsin, together with the right of passage as a roadway or driveway over the West Fifteen (15) feet of Lot Five (5) in Block 6 of the ORIGINAL PLAT of the Village now City of Hartford, Washington County, Wisconsin.

C. Parcel A Owner wishes to grant each Parcel B Owner certain easement rights as more fully set forth below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant by Parcel A Owner. Parcel A Owner grants to Parcel B Owner for the benefit of Parcel B Owner, and future owners of Parcel B and their tenants, occupants, agents, employees, guests, licensees, and invitees an unobstructed, perpetual, nonexclusive easement over, on, and across the portion of Parcel A described as:

The West 20 feet of Lot 5 of Block 6 of the Original Plat of the Village, now City of Hartford, Washington County Wisconsin, EXCEPTING THEREFROM the West 36 feet of the South 61.30 feet heretofore conveyed to David Ritger ("Easement Area")

for unobstructed pedestrian and vehicular ingress and egress to Parcel B and the building located thereon from public rights-of-way and for vehicular parking. However, no junk vehicles (vehicles that are inoperable and/or unregistered) shall be parked in the Easement Area, and to avoid restricting Parcel A's access to its rear yard and garage, vehicle parking is restricted to the westernmost 15 feet of the Easement Area. Neither Parcel B Owner, nor the future owners of Parcel B, their tenants, occupants, agents, employees, guests, licensees, or invitees shall park vehicles on, or otherwise obstruct, the eastern 5 feet of the Easement Area.

2. Maintenance. Parcel B Owner shall at all times, and at its own expense, maintain the Easement Area in good condition and repair including periodic patching, resurfacing, and restriping, and keep it free of accumulated paper, debris, other refuse, snow, and ice for the uses and purposes described in this Agreement. Parcel A Owner shall, at all times, and at its own expense, maintain the area east of the Easement Area in good condition and repair including periodic patching, resurfacing, and restriping, and keep it free of accumulated paper, debris, other refuse, snow, and ice so as not to interfere with the uses and purposes described in this Agreement for the Easement Area. Each party shall have the right, but not the duty, to perform any maintenance for which the obligation of performance is imposed on the other party to this Agreement. This right may only be exercised if within 30 days of delivery of written notice to the responsible party, sent by registered or certified mail and describing the maintenance to be performed by the party, the responsible party has continued to fail to perform the maintenance that is the subject of the notice. A party performing maintenance imposed on the other party to this Agreement shall be entitled to reimbursement from the other party upon the performing party's presentation of an invoice for the maintenance cost incurred.

3. Replacement. When, by agreement of the parties or in the opinion of the appropriate official or designated agent of the City of Hartford, the entire paved area (Easement Area and continuous paved surface east of the Easement Area) needs to be replaced, Parcel B Owner shall bear the cost to replace the Area of Easement, and Parcel A Owner shall bear the cost to replace the remainder of the paved area.

4. Consistent Uses Allowed. Parcel A Owner and Parcel B Owner shall each have the rights to use the surface area of their respective properties in any way consistent with the grant in this Agreement which means neither Parcel A Owner, nor the future owners of Parcel A, their tenants, occupants, agents, employees, guests, licensees, or invitees shall park vehicles on or otherwise obstruct any part of the Easement Area.

5. Indemnity. Parcel B Owner shall indemnify and defend Parcel A Owner and its officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Easement Area.

6. **Insurance.** Parcel B Owner shall maintain in effect at all times during the term of this Agreement a policy of commercial general liability insurance naming the Parcel A as the insured, to insure against injury to property, person, or loss of life arising out of Parcel B Owner's use, occupancy, or maintenance of the easement with limits of coverage that are at levels customarily maintained by businesses in the community in which the Easement Area is located.

7. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Parcel A Owner and Parcel B Owner and their respective successors and assigns as owners of Parcel A and Parcel B, respectively. The easements granted hereunder are easements appurtenant to the parcels. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than Parcel A and Parcel B without the consent of the owners of the fee simple interest of all of Parcel A and all of Parcel B. The specific parties named as Parcel A Owner and Parcel B Owner in this Agreement, and each of their respective successors and assigns as fee simple owners of Parcel A and Parcel B, respectively, or any portion of Parcel A or Parcel B, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in Parcel A or Parcel B, respectively, except, however, for obligations that accrued during the party's period of ownership of title.

8. **Non-Use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Agreement.

9. **No Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever. Parcel B Owner and Parcel A Owner agree to cooperate with each other and to take such measures as may be necessary to prevent dedication to the public. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

10. **Replacement of Prior Easement/Entire Agreement.** This Agreement replaces and supersedes the JOINT DRIVEWAY & PARKING LOT EASEMENT AGREEMENT recorded on October 7, 2022, as Document # 1569706, and sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Washington County, Wisconsin.

11. **Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

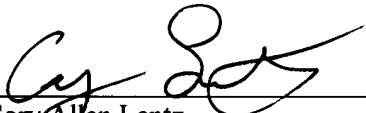
12. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

13. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

14. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

15. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

Parcel A Owner:


Cory Allen Lentz

Parcel B Owner

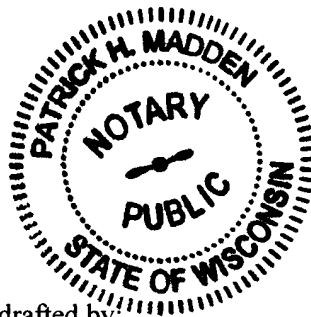

Michael T. Checolinski

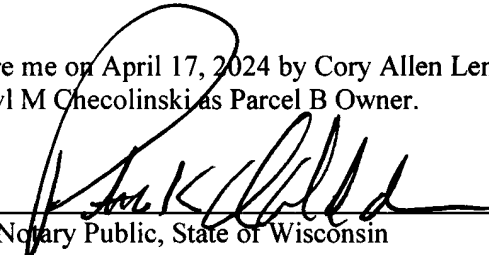

Cheryl M. Checolinski

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS.
COUNTY OF WASHINGTON)

This instrument was acknowledged before me on April 17, 2024 by Cory Allen Lentz as Parcel A Owner, and by Michael T. Checolinski and Cheryl M Checolinski as Parcel B Owner.




Notary Public, State of Wisconsin
My commission is permanent.

This instrument was drafted by:
Atty. Patrick H. Madden
116 S. Main Street
Mayville, WI 53050
Telephone: (920) 387-2300