DRIVEWAY AGREEMENT

DOCUMENT NUMBER

RETURN ADDRESS: BRIAN SHANKLIN
2021 GENESSE ST
DELAFIELD WI 53018

PARCEL IDENTIFICATION NO.: 177-1014-2831-009 and 177-1014-2831-010

RESERVED FOR RECORDING DATA

THIS AGREEMENT, is entered into and made effective on _____, 2022, by and between BRIAN SHANKLIN, (hereafter FIRST PARTY), and AL MINTZLAFF AND CONNIE MINTZLAFF, HUSBAND AND WIFE, (hereafter SECOND PARTY);

RECITALS:

WHEREAS, FIRST PARTY is the owner of the property commonly known as 210 N Main Street, Reeseville, Wisconsin, which is more particularly described as follows:

Lot 8, of Block 1, Re-plat of Village of Reeseville, Dodge County, Wisconsin

Tax Key No.: 177-1014-2831-009

WHEREAS, SECOND PARTY is the owner of the property which is contiguous to FIRST PARTY'S property, commonly known as 212 N Main Street, Reeseville, Wisconsin, more particularly described as follows:

Lot 9, Block 1, of the Re-plat of the Village of Reeseville, Dodge County, Wisconsin. Lot 9 of Venie's Re-survey of Venie's Subdivision of Lot 20 and the Northeasterly 16 ½ feet of Lot 12, Block 1 of the Re-plat of the Village of Reeseville, Dodge County, Wisconsin. Except premises described in Warranty Deed recorded in Volume 339 of Deeds on page 386 in the Office of the Register of Deeds, Dodge County, Wisconsin.

Tax Key No.: 177-1014-2831-010

WHEREAS, FIRST PARTY and SECOND PARTY utilize a shared portion of driveway, (hereafter SHARED DRIVEWAY), to and from Main Street; and,

WHEREAS, the PARTIES hereto desire to create an easement, and establish provisions for the rights, responsibilities and obligations associated with said SHARED DRIVEWAY;

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTIES agree as follows:

1. FIRST PARTY, hereby gives, grants and conveys to SECOND PARTY a non-exclusive, perpetual easement to utilize that portion of said SHARED DRIVEWAY which is situated on FIRST PARTY'S property, for all ordinary, residential purposes of ingress and egress to and from SECOND PARTY'S property and Main Street.

2. SECOND PARTY, hereby gives, grants and conveys to FIRST PARTY a non-exclusive, perpetual easement to utilize that portion of said SHARED DRIVEWAY which is situated on SECOND PARTY'S property, for all ordinary, residential purposes of ingress and egress to and from FIRST PARTY'S property and Main Street.

3. Neither PARTY shall use, nor leave any vehicle or anything else on said SHARED DRIVEWAY so as to prevent the free and uninterrupted use of said SHARED DRIVEWAY by the other PARTY.

4. The PARTIES hereto shall share equally in all expenses associated with the maintenance and/or repair of said SHARED DRIVEWAY, and agree that they shall jointly make all decisions with regard to the type, manner and timing of all maintenance and/or repairs of the same. If the PARTIES are not able to agree on the maintenance and/or repair work, then they shall attempt to agree on an impartial third party, such as a contractor or engineer, to whom they shall submit the dispute, and shall abide by the determination of such third party. Notwithstanding the above provisions, should a PARTY cause damage beyond normal wear to said SHARED DRIVEWAY through the actions, omissions or negligence on the part of that PARTY, their tenants, guests or invitees, the PARTY causing said damage shall be solely responsible for the expense of repairing any such damage.

5. Notwithstanding the previous provisions, should a dispute arise which cannot be satisfactorily settled by mutual consent of the PARTIES, said dispute shall be submitted to arbitration at the option of any PARTY. Such arbitration to be held under the voluntary arbitration rules of the American Arbitration Association, said decision being final and binding upon the PARTIES hereto.

6. Each PARTY shall indemnify and hold the other PARTY harmless against any and all losses, costs, claims, liabilities or damages caused by their acts, negligence, fault or omissions, and those of their tenants, guests or invitees, associated with activities conducted on or about said SHARED DRIVEWAY.

7. This Agreement shall replace and supersede all previous written or verbal Agreements between the PARTIES hereto, or previous owners.

8. This Agreement, and the covenants and conditions contained therein, shall constitute a covenant running with the land and shall be for the benefit of, and binding upon the PARTIES hereto, their successors, heirs, personal representatives, and assigns.

9. This Agreement may be executed separately in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

_____
BRIAN SHANKLIN

STATE OF _____)
) SS
_____ COUNTY)

Personally came before me this _____ day of _____, 2022, the above named BRIAN SHANKLIN, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public
My Commission Expires: _____

_____
AL MINTZLAFF

_____
CONNIE MINTZLAFF

STATE OF WISCONSIN)
) SS
_____ COUNTY)

Personally came before me this _____ day of _____, 2022, the above named AL MINTZLAFF AND CONNIE MINTZLAFF to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public
My Commission Expires: _____

Drafted By: Brian Shanklin