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SHARED DRIVEWAY USE AGREEMENT

This Shared Driveway Use Agreement (this "Agreement") is entered into by and between **Tammy Sue Griffin, individually, and Tammy Sue Griffin, as Trustee of the James R. Nehls Supplemental Trust U/A dated March 5, 1996** (collectively "Lot 1 Owner") and **The Province of Our Mother of Good Counsel of the Augustinian Order, a religious not for profit corporation of Illinois** ("Lot 2 Owner"), effective as of the date of the last party to execute this Agreement (the "Effective Date"). Lot 1 Owner and Lot 2 Owner may be collectively referred to herein as "the parties", or individually, as "a" or "the" "party".

RECITALS

A. Lot 1 Owner is the owner of the real property legally described on **Exhibit A** ("Lot 1");

B. Lot 2 Owner is the owner of the real property legally described on **Exhibit B** ("Lot 2");

C. The parties and their predecessors in interests to their respective properties have for a continuous period of over twenty (20) years, openly, notoriously, exclusively, and with hostility, used and improved a certain driveway (the "Driveway") which is located on an area of land referred to as the "Gap Parcel" (which is generally described on **Exhibit C,**) to access Lot 1 and Lot 2, respectively;

D. The parties wish to delineate the rights and obligations of the Lot 1 Owner and Lot 2 Owner, as well as their successors in interest with respect to the Driveway;

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties herein made, it is agreed:

1. Claim of Prescriptive Easement. Both parties acknowledge that as of the date hereof, the Driveway is located on the Gap Parcel. Both parties acknowledge that as of the date hereof neither party has legal fee simple title to the Gap Parcel nor does either party have an express easement for the use of the Driveway from the legally vested fee simple title owner of the Gap Parcel. The parties mutually agree that the basis for their use of the Driveway area on the Gap Parcel to access their respective property is based upon each Owner's claim for a prescriptive easement for the use of the Driveway across the Gap Parcel based upon the historical use for ingress and egress over and upon the Driveway to and from their respective Properties as well as the historical improvement of the Driveway by the Owners (and their predecessors in interest). The purpose of this Agreement is to document the parties' agreement for their respective rights, obligations, and use of the Driveway across the Gap Parcel. Notwithstanding anything to the contrary nothing in this Agreement shall be deemed to be a waiver of a right to claim adverse possession by any party hereto (or their successor interest) to any or all of the Gap Parcel.

2. Use. Lot 1 Owner and Lot 2 Owner do hereby agree to the perpetual, joint use of the Driveway by Lot 1 Owner and Lot 2 Owner, each of their successors in interest to

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properties, and each of the Owners' respective Permittees (as defined herein), solely for the purpose of ingress and egress from the public roadway currently and commonly known as North Dousman Road, to and from each respective Owner's respective property. The use of the Driveway by each Owner, their successors in interest, and their respective Permittees shall be limited to regular vehicular and pedestrian traffic as well as the right to run along, above, over, or underneath the Driveway, for necessary utilities to serve a respective Lot.

3. Responsibility for Repair, Maintenance, Replacement and Improvement. The parties agree that historically, Lot 2 Owner has been solely responsible for the maintenance, repair, replacement and improvement of the Joint Driveway Area (as defined herein), and Lot 1 Owner has been solely responsible for the maintenance, repair, replacement, and improvement of the Lot 1 Exclusive Driveway Area (as defined herein). As such, the responsibility for the Driveway by the Owners and their successors interest shall continue as follows: Lot 2 Owner shall be solely responsible for the maintenance, replacement, and repair of the Joint Driveway Area, and Lot 1 Owner shall be solely responsible for the maintenance, repair, and improvement of the Lot 1 Exclusive Driveway Area. Each Owner shall be solely responsible for installation, maintenance and repair of any portion of a driveways or parking located on their respective Lots.

4. Winter Maintenance. Notwithstanding anything to the contrary herein, Lot 1 Owner and Lot 2 Owner shall each pay One-Half (1/2) of the cost of snow plowing and salting the entire Driveway on the Gap Parcel as well as the snow plowing and salting of any portion of a driveway or parking areas on both parties' Lots, as well as any portion of a driveway area located on the Easement Parcel. The parties shall mutually agree on who they hire for such snow plowing and salting and if they cannot agree on the person or company to do such snow plowing and salting, the parties must use a snowplowing company which has its principal headquarters closest in proximity to the northwestern corner of the Gap Parcel.

5. No Obstructions. The Driveway shall, at all times, be maintained in a good and passable condition by the respective party that is responsible for its portion of the Driveway, and shall be kept free from obstruction of any kind, including the parking of vehicles, except as may be necessary for repairs and maintenance of the Driveway by the party responsible for such portion of the Driveway.

6. Exceptions for Damages. However, if there is damage to the Joint Driveway Area which is caused by the negligent, reckless, or intentional acts or omission of Lot 1 Owner, or its Permittees, Lot 1 Owner shall be responsible for the cost of repair of damages to the Joint Driveway Area caused by such acts or omissions. However, no repair obligation shall be required if the repair obligation arises out of the regular permitted use by Lot 1 Owner and its Permittees consistent with the permitted use herein nor shall there be any repair obligation by Lot 1 Owner for normal wear and tear. Additionally, if there is damage to the Lot 1 Exclusive Driveway Area which is caused by the negligent, reckless, or intentional acts or omissions of Lot 2 Owner, or

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its Permittees, Lot 2 Owner shall be responsible for the cost of repair of damages to the Lot 1 Exclusive Driveway Area caused by such acts or omissions.

7. Indemnity. If an Owner (the "Indemnified Lot Owner") incurs any liability, cost, fee, or expense, as a result of a claim against such Indemnified Lot Owner by a third party (including, but not limited to a claim for personal injury, death, or damage to property), and such third party claim arises from the third party accessing, using, or being present in the Driveway for the purpose of accessing the other Owner's property, then such other Owner (an "Indemnifying Lot Owner") shall indemnify, hold harmless, and defend such Indemnified Lot Owner from and against such liabilities, cost, fees, or expense incurred by such Indemnified Lot Owner, including, but not limited to all reasonable attorneys' fees and court costs.

8. Easement. Further, Lot 2 Owner also owns another parcel of land (the "Easement Parcel"), directly south of Lot 1, upon which there is a portion of an improved asphalt driveway which is a natural extension of the Driveway on the Gap Parcel, which extends from the Lot 1 Exclusive Area, across the northwestern corner of the Easement Parcel, and leads to Lot 1. Lot 2 Owner hereby grants Lot 1 Owner and its successors in interest, a perpetual easement over and across the Easement Parcel for necessary ingress and egress to and from the Driveway on the Gap Parcel to Lot 1. The area of such easement rights shall be the same width of the driveway on the Gap Parcel, such that the easement area is an extension of the improved driveway located on the Gap Parcel and connecting to the driveway and parking area located on Lot 1. Lot 1 Owner shall be responsible for all repair, maintenance, improvement, and replacement of the improved driveway area on the Easement Parcel. The Easement Parcel is legally described on **Exhibit D**, attached hereto.

9. Rights Run With the Land. This Agreement shall be a perpetual covenant running with the land of Lot 1, Lot 2 and the Easement Parcel, and shall be binding upon the parties hereto, and their heirs, successors and assigns, in and to the respective Lot 1, Lot 2, and the Easement Parcel.

10. Term. This Agreement shall commence upon the date first written above and shall continue in perpetuity unless all of the owners of the Lot 1, Lot 2, and the Easement Parcel agree in writing to terminate this Agreement. The parties, for themselves and on behalf of their successors and assigns, hereby expressly agree that any provision of law or equity to the contrary notwithstanding, in the event of any default hereunder, this Agreement and the obligations and rights hereunder shall remain in effect and any rights herein will not be terminated, nor shall the benefits of this Agreement be withheld from any party by reason of any default by such party, it being the express understanding and intention of the parties hereto that this Agreement shall continue in effect throughout its term notwithstanding any default by any party hereto.

11. Governing Law/Attorneys' Fees. This Agreement shall be subject to and governed by the laws of the State of Wisconsin. Any litigation arising in connection with this Agreement shall be conducted in the Circuit Court for Waukesha County, Wisconsin.

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In the event a dispute shall arise regarding this Agreement that shall proceed to arbitration or litigation, the prevailing party shall be entitled to reimbursement from the other party of its costs and attorneys' fees incurred as a result of the dispute.

12. Definitions.

a. Lot. "Lot" shall mean each of Lot 1, Lot 2, and the Easement Parcel and shall collectively be known as "Lots".

b. Occupant. "Occupant" shall mean any Person from time to time entitled to the use and occupancy of any portion of a building located on a Lot under an ownership right or any lease, sublease, license, concession or other similar agreement.

c. Owner. "Owner" shall mean the owner of a Lot at a particular time.

d. Permittee. "Permittee" shall mean all Occupants and the employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of Occupants insofar as their activities relate to the intended use of the Lots.

e. Person. "Person" shall mean an individual, partnership, firm, association, corporation, trust, limited liability company or any other form of business or government entity.

f. Joint Driveway Area. "Joint Driveway Area" means and is legally described as follows: starting at the northwest corner of the Gap Parcel, then extending east along the north line of the Gap Parcel, to a point in the north line of the Gap Parcel that meets the eastern edge of an improved driveway area on Lot 2 which surrounds a detached garage located on Lot 2 (and a portion of the Gap Parcel), then, southwest, parallel to the eastern line of the Gap Parcel, to the southern line of the Gap Parcel, then west, along the southern line of the Gap Parcel to the Southwestern corner of the Gap Parcel, then northeast along the western edge of the Gap Parcel to the point of beginning.

g. Lot 1 Exclusive Driveway Area. "Lot 1 Exclusive Driveway Area" means and is legally described as follows: starting at the northeast corner of the Joint Driveway Area, then east, to the northeastern corner of the Gap Parcel, then south west, along the east line of the Gap Parcel, then west, along the south line of the Gap Parcel, to the southeastern corner of the Joint Driveway Area, then along the eastern line of the Joint Driveway Area north east (and parallel to the east line of the Gap Parcel) to the point of beginning.

13. Miscellaneous.

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a. Liens. In the event any mechanic's or contractor's lien is filed against the Lot of an Owner as a result of services performed or materials furnished for or on behalf of another Owner, the Owner permitting or causing such lien to be so filed agrees to cause such lien to be discharged prior to entry of final judgment (after all appeals) for the foreclosure of such lien and further agrees to indemnify, defend, and hold harmless the other Owner and its Lot against liability, loss, damage, costs or expenses (including reasonable attorneys' fees and costs of suit) on account of such claim of lien. Upon request of the Owner whose Lot is subject to such lien, the Owner permitting or causing such lien to be filed agrees to promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge. Nothing herein shall prevent an Owner permitting or causing such lien from contesting the validity of such lien in any manner such Owner chooses so long as such contest is pursued with reasonable diligence. In the event such contest is determined adversely (allowing for appeal to the highest appellate court), such Owner shall promptly pay in full the required amount, together with any interest, penalties, costs or other charges necessary to release such liens.

b. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Lots to the general public or for any public use or purpose whatsoever.

c. Amendments. The provisions hereof may only be amended by a written agreement signed by all of the then current Owners of the Lots. Any such amendment shall be effective only when recorded in Waukesha County, Wisconsin. No consent to the amendment hereof shall ever be required of any Occupant or Person other than the Owners, nor shall any Occupant or Person other than the Owners have any right to enforce any of the provisions of this Agreement.

d. Waivers; Consents. An Owner shall not be deemed to have waived, consented to or approved any matter unless it does so in writing, and the mere failure of an Owner to act to enforce any provision hereof shall not be considered a waiver, consent or approval and shall not prevent that Owner from enforcing any provision hereof in the future. Any waiver, consent or approval hereof shall apply only to the matter expressly waived, consented to or approved, and shall not be deemed to be a waiver, consent or approval of any subsequent breach or of any other provision hereof.

e. Time of the Essence. Time is of the essence with respect to all matters provided herein.

f. Severability. The invalidity or unenforceability of one provision hereof shall not affect the validity or enforceability of any other provision.

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g. Captions. The section numbers and captions are inserted herein only as a matter of convenience, and do not in any way define, limit, or describe the scope or intent hereof.

h. Negotiation. The parties acknowledge and agree that this Agreement is the product of arms-length negotiations between the parties and no party hereto shall be deemed the drafter for purposes of any contractual construction.

i. Counterparts. This Agreement may be executed in multiple counterparts, which when taken together with the counterpart signatures of all parties required to sign hereto, shall be deemed to be one binding contract.

This Agreement was drafted by:
Attorney Jeremy M. Klang
Schober Schober & Mitchell, S.C.
1227 Corporate Center Drive, Suite 200
Oconomowoc, WI 53066
State Bar Number 1103370

COUNTERPART SIGNATURE PAGES FOLLOW

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Lot 1 Owner:

Tammy Sue Griffin

Tammy Sue Griffin

The James R. Nehls Supplemental Trust U/A dated March 5, 1996

By: Tammy Sue Griffin, Trustee

Tammy Sue Griffin, Trustee

AUTHENTICATION

Signatures of _____

Authenticated on _____

By: _____

Title: Member of the State Bar of Wisconsin

ACKNOWLEDGEMENT

STATE OF Wisconsin)
) SS
Waukesha COUNTY)

Personally came before me this 29 day of May, 2025, the above named _, to me known to be the person who executed the foregoing instrument.

Subscribed and sworn to before me this 29 day of May, 2025.

Joan Stein

Notary Public,

My Commission ~~(is permanent)~~ (expires 4-7-2028

JOAN STEIN NOTARY PUBLIC STATE OF WISCONSIN

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Lot 2 Owner (and owner of the Easement Parcel)

The Province of Our Mother of Good Counsel of the Augustinian Order, a religious not for profit corporation of Illinois

Rev. Anthony B. Pizzo, O.S.A.

By: Rev. Anthony B. Pizzo, O.S.A.

Title: President and Prior Provincial

AUTHENTICATION

Signatures of _____

Authenticated on _____

By: _____

Title: Member of the State Bar of Wisconsin

OFFICIAL SEAL
PATRICK JOSEPH GRIFFIN
Notary Public, State of Illinois
Commission No. 983594
My Commission Expires
December 15, 2027

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COOK COUNTY)

Personally came before me this 22nd day of May, 2025, the above named _, to me known to be the person who executed the foregoing instrument.

Subscribed and sworn to before me this 22nd day of May, 2025.

Patrick Joseph Griffin

Notary Public,

My Commission ~~(is permanent)~~
(expires December 15, 2027

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Exhibit A

Legal Description of Lot 1

That part of the North One-Half (1/2) of the Northeast One-Quarter (1/4) of Section Twenty Eight (28), Township Seven (7) North, Range Seventeen (17) East, in the Village of Summit, County of Waukesha, State of Wisconsin, described as follows, to-wit: Commencing at a point in the center of the highway 1277 feet East from the One-Quarter (1/4) post between Sections Twenty-One (21) and Twenty-Eight (28), and South 5° West 654 feet from the North line of said One-Quarter (1/4) Section Twenty-Eight (28), said point also being the South line of property referred to as Louie Jacob's land; running thence South 5° West, 321.12 feet to a point; thence South 89° 47' East and parallel to the South line of Louie Jacob's land, 518.21 feet to the place of beginning of the land to be conveyed; continuing South 89° 47' East and parallel to the South line of Louie Jacob's land, 242.40 feet to a meander post; thence South 3° 15' East along a meander line, 135.24 feet to a point; thence North 89° 47' West and parallel to the South line of Louie Jacob's land, 261.84 feet to a point; thence North 5° East, 135.47 feet to the place of beginning, and reserving the Westerly 25 feet for road purposes. It is hereby to convey the land between the meander line and the shore line and from the side lines of the above lot extended to the shore line.

Tax Parcel Number SUMT0685981

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Exhibit B

Legal Description of Lot 2

That part of the North One-Half (1/2) of the Northeast One-Quarter (1/4) of Section Twenty Eight (28), Township Seven (7) North, Range Seventeen (17) East, in the Village of Summit, County of Waukesha, State of Wisconsin, described as follows, to-wit: Commencing at a point in the center of the highway 1277 feet East from the One-Quarter (1/4) post between Sections Twenty-One (21) and Twenty-Eight (28), and South 5° West 654 feet from the North line of said One-Quarter (1/4) Section Twenty-Eight (28), said point also being the South line of property referred to as Louie Jacob's land; running thence South 5° West, 311.08 feet to a point; thence South 89°47' East, and parallel to the South line of Louie Jacob's land, 263.12 feet to the place of beginning of the land to be described, continuing thence South 89°47' East, 255.09 feet to a point; thence South 5° West, 140.49 feet to a point; thence North 89°47' West 255.09 to a point; thence North 5° East, 140.49 feet to the place of beginning.

Tax Parcel Number SUMT0685987

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Exhibit C

Approximate Description of the Gap Parcel

That part of the North One-Half (1/2) of the Northeast One-Quarter (1/4) of Section Twenty Eight (28), Township Seven (7) North, Range Seventeen (17) East, in the Village of Summit, County of Waukesha, State of Wisconsin, described as follows, to-wit: Commencing at a point in the center of the highway 1277 feet East from the One-Quarter (1/4) post between Sections Twenty-One (21) and Twenty-Eight (28), and South 5° West 654 feet from the North line of said One-Quarter (1/4) Section Twenty-Eight (28), said point also being the South line of property referred to as Louie Jacob's land; running thence South 5° West, 451.57 feet to a point, to the point of beginning of the lands to be described herein, thence South 5° West 60.2 feet, thence South 89°47' East 518.21 feet, thence North 5° East until reaching the southeast corner of Lot 2, as defined in this Agreement, thence North 89°47'West, 255.09 feet, thence continuing North 89°47'West an additional 263.12 feet, to the place of beginning.*

No Tax Parcel Number Assigned

*It is noted that the above description of the Gap Parcel is approximate and should be verified by a land survey by a professional land surveyor.

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Exhibit D

Legal Description of Easement Parcel

That part of the North One-Half (1/2) of the Northeast One-Quarter (1/4) of Section Twenty Eight (28), Township Seven (7) North, Range Seventeen (17) East, in the Village of Summit, County of Waukesha, State of Wisconsin, described as follows, to-wit: Commencing at a point in the center of the highway 1277 feet East from the One-Quarter (1/4) post between Sections Twenty-One (21) and Twenty-Eight (28), and South 5° West 654 feet from the North line of said One-Quarter (1/4) Section Twenty-Eight (28), said point also being the South line of property referred to as Louie Jacob's land; 518.21 to a point, thence South 5 degrees, West 456.59 feet to the place of beginning of the land to be described; running thence South 89°47' East, 261.84 feet to a point in a meander line; thence South 3° 15' East along the meander line, 29.43 feet to a point, thence South 16° 15' East along the meander line, 130.20 to a point, thence South 87° 37' East along the meander line, 180.66 feet to a point,; thence South 89°22' West, 495.34 to a point,; thence North 5°East, 169.01 feet to the place of beginning.

Tax Parcel Number SUMT0685980