



SHARED DRIVEWAY AND EASEMENT AGREEMENT

1. This Shared Driveway and Easement Agreement is made by and between Wisconsin Land Sales, LLC (“WLS”) and Harvey Eustice and Lola Hoon (“Eustice”) with respect to real property described on attached Exhibit A and identified as **Parcel 1** and **Parcel 2**.

2. **Parcel 1** is vacant farmland located north of State Highway 60 in the Town of Columbus. **Parcel 2** is a single-family home on 3.0 acres. Parcel 1 and Parcel 2 share a driveway from State Highway 60. The portion of the driveway subject to this Agreement lays entirely on Parcel 1 and is described on the Exhibit A as the “*Easement Area*.”

3. WLS intends to grant Eustice an access easement, subject to the terms and conditions set forth below, over the Easement Area. For purposes of this Agreement, the owner of any respective Parcel is referred to as “*title owner*.”

DOC # 948528

REGISTER OF DEEDS
COLUMBIA COUNTY

RECORDED ON:
09/30/2021 11:13:19AM
PAGES: 3

LISA KRINTZ
REGISTER OF DEEDS

REC FEE: 30.00

Recording Area Exempt #:

Name and Return Address

Tyler Wilkinson
124 W. Jefferson Street
Spring Green, WI 53588

WRTC

Parcel Identification Numbers

11006-184.04
11006-185.01

NOW, IT IS HEREBY AGREED as follows:

Easement. WLS grants to Eustice, and their successors, heirs, and assigns, a perpetual, assignable, non-exclusive and rent-free easement for ingress and egress over the Easement Area. The title owners of both Parcel 1 and Parcel 2, and their invitees, shall have equal rights of ingress and egress over the Easement Area. Neither title owner shall take any action to block ingress and egress over the Easement Area. The title owners of either Parcel may temporarily park vehicles, farm machinery, or other motor vehicles on the Easement Area so long as the parked vehicle does not completely block ingress and egress over the Easement Area.

Maintenance of Driveway. The title owner of Parcel 1 shall be solely responsible for maintaining the Easement Area. Maintenance to the Easement Area shall include adding gravel, grading, and otherwise keeping the Easement Area in good passable shape. The title owner of Parcel 2 shall be solely responsible for keeping the Easement Area plowed and cleared of snow and ice. If the title owner of Parcel 1 requires use of the Easement Area in wintertime, the Parcel 2 title owner shall clear the Easement Area after at least 24 hours of notice from the Parcel 1 title owner.

Upgrades to Driveway. Neither title owner shall seal coat, black top, or cement the driveway or improve it in any other way without the written consent of the other title owner.

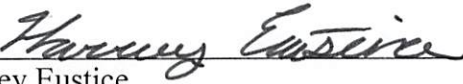
No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement or driveway to the general public or for any public purpose

whatsoever. The title owners agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the driveway.

Binding Agreement. This Shared Driveway and Easement Agreement shall be binding on the title owners of Parcel 1 and Parcel 2, as well as their heirs, successors, successors in title, and assigns. This Agreement shall be perpetual and shall run with the land. All revisions and amendments to, or termination of this Agreement must be in writing and signed by all the title owners of Parcel 1 and Parcel 2.



Pat Moriarty, Member
On Behalf of Wisconsin Land Sales, LLC



Harvey Eustice

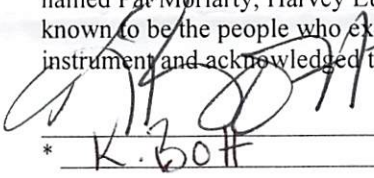


Lola Hoon

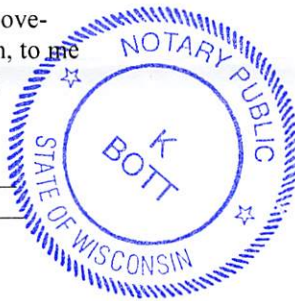
ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COLUMBIA COUNTY)

Personally on Sept 24, 2024 the above-named Pat Moriarty, Harvey Eustice, and Lola Hoon, to me known to be the people who executed the foregoing instrument and acknowledged the same.



* K. Bott



Notary Public, State of Wisconsin
My Commission expires: 5/17/2025

THIS INSTRUMENT DRAFTED BY:
Attorney Tyler Wilkinson, SBN 1077861
124 W. Jefferson Street, Spring Green, WI 53588

EXHIBIT A

Legal Descriptions for Parcels Subject to Shared Driveway and Easement Agreement and Easement Area

Parcel 1

Lot Four (4), Certified Survey Map No. 4835, recorded with the Columbia County Register of Deeds on December 13, 2007 in Volume 34, at page 34, as Document No. 774339, excepting Lot One (1), Certified Survey Map No. 6456, recorded with the Columbia County Register of Deeds in Volume 48 of Certified Survey Maps, at page 13, as Document No. 947989.

Parcel 2

Lot One (1), Certified Survey Map No. 6456, recorded with the Columbia County Register of Deeds in Volume 48 of Certified Survey Maps, Page 13, as Document No. 947989, in the Town of Columbus, Columbia County, Wisconsin.

Easement Area

A parcel of land, 40 feet by 66 feet, as depicted on Lot One (1), Certified Survey Map No. 6456, recorded with the Columbia County Register of Deeds in Volume 48 of Certified Survey Maps, at page 13, as Document No. 947989. Said Easement Area being more accurately described as:

Commencing at the Southwest corner of Section Ten (10), Township Ten (10) North, Range Twelve (12) East;

Thence North $88^{\circ} 54' 23''$ West along the South line of the Southwest Quarter (SW 1/4) of Section Ten (10), 1254.95 feet;

Thence North $03^{\circ} 59' 00''$ West, 64.79 feet to the Southwest corner of Lot One (1), Certified Survey Map No. 6456, and the point of beginning;

Thence North $11^{\circ} 45' 39''$ West along the west line of said Lot One (1), 66.00 feet;

Thence South $88^{\circ} 38' 43''$ West, 40.00 feet;

Thence South $11^{\circ} 45' 39''$ East, 66.00 feet;

Thence North $88^{\circ} 38' 43''$ East 40.00 feet to the point of beginning.

All located in the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) and the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4), Section Ten (10), Township Ten (10) North, Range Twelve (12) East, Town of Columbus, Columbia County, Wisconsin.