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SHARED DRIVEWAY AGREEMENT

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Shari Marg
Register of Deeds
Jackson County, WI
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This SHARED DRIVEWAY AGREEMENT ("Agreement"), is entered into by and between THE JEFFREY S. SUTTON FAMILY, LLC ("SUTTON") and NATHAN L. SCHROEPFER and AMI A. SCHROEPFER ("SCHROEPFER").

RECITALS:

A. Whereas, THE JEFFREY S. SUTTON FAMILY, LLC ("SUTTON") owns certain property described as: Lots Two and Three of Jackson County Certified Survey Map No. 4347 recorded as Document No. 406041 with the Jackson County Register of deeds Office in Volume 19 of Surveys, page 91, on 08/31/2021; and

B. Whereas, NATHAN L. SCHROEPFER and AMI A. SCHROEPFER ("SCHROEPFER") is purchasing from SUTTON certain property described as: Lot One of Jackson County Certified Survey Map No. 4347 recorded as Document No. 406041 with the Jackson County Register of deeds Office in Volume 19 of Surveys, page 91, on 08/31/2021; and

C. Whereas, SUTTON and SCHROEPFER have agreed as part of the sale of said Lot One from SUTTON to SCHROEPFER that the parties would enter into a shared driveway use agreement; and

D. Whereas, the parties hereto now wish to put such agreement in writing for the benefit of the aforementioned Lots One, Two, and Three;

Return to:
RADCLIFFE LAW OFFICE SC
107 MAIN ST
BLACK RIVER FALLS, WI 54615

AGREEMENT

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

- 1) Contemporaneously with this Agreement, SUTTON is conveying to SCHROEPFER the aforementioned Lot One and in said conveyance is reserving a permanent ingress and egress easement across Lot One for the benefit of the aforementioned Lots Two and Three. Said easement is set forth on the above-referenced Certified Survey Map which is incorporated herein by reference.
- 2) The parties agree that said reservation of easement is for ingress and egress and for the installation, repair, and maintenance of any and all utilities that the owner(s) of Lots Two and Three may desire and/or require in the future. "Utilities" as used herein includes, but is not limited to, sewer, water, electric, and phone/internet.
- 3) The parties agree that they shall be proportionally responsible for all standard and routine maintenance and snow plowing of said easement across Lot One.
- 4) The parties agree that if any party does damage to the easement area that said party that caused the damage shall be solely responsible for the damage that they caused.
- 5) The parties agree that the driveway on Lot One is currently gravel. The parties agree that if the owner of any of Lots One, Two, or Three desire to improve the driveway on Lot One beyond it's current state, by way of example, to blacktop the driveway, then the party desiring said improvement shall be solely responsible for said improvement(s) and to maintain the same, except for any damages caused to said improvements, which would be the responsibility of the party causing said damage to repair.
- 6) SUTTON understands and agrees that if he sells Lot Two or Lot Three in the future that a separate shared driveway agreement may be necessary to determine the responsibilities of the owner(s) of Lots Two and Three in regard to the owner of Lot Three's use of the easement over said Lot Two. Nevertheless, this Agreement does cover the use of Lot One by the Owner's of Lots One, Two, and Three.

7) All of the terms and conditions in this agreement, including the benefits and burdens, shall run with the parties' respective lands, and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

8) This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

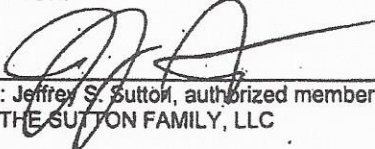
9) If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid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

10) 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.

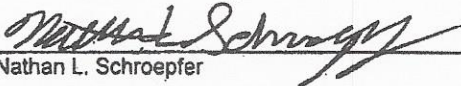
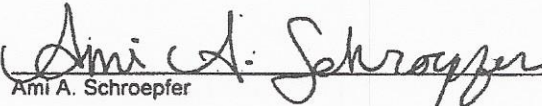
11) Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce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

12) This Agreement 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 Jackson County, Wisconsin.

SUTTON:


 By: Jeffrey S. Sutton, authorized member
 of THE SUTTON FAMILY, LLC

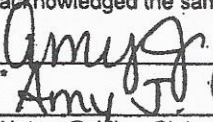
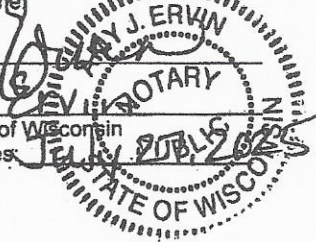
SCHROEPFER:


 Nathan L. Schroepfer

 Ami A. Schroepfer

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
 COUNTY OF Jackson)

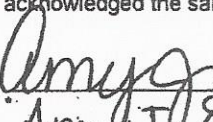
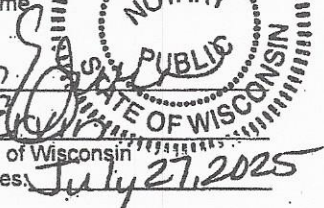
Personally came before me this 30 day of Sept, 2020 the above-named Jeffrey S. Sutton, to me known as the person who executed the foregoing instrument and acknowledged the same.


 Amy J. Erwin
 Notary Public - State of Wisconsin
 My commission expires: July 27, 2025


ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
 COUNTY OF Jackson)

Personally came before me this 30 day of Sept, 2020 the above-named Nathan L. Schroepfer and Ami A. Schroepfer, to me known as the person(s) who executed the foregoing instrument and acknowledged the same.


 Amy J. Erwin
 Notary Public - State of Wisconsin
 My commission expires: July 27, 2025


This document drafted by:
 Attorney Mark A. Radcliffe on SUTTON's behalf
 Radcliffe Law Office SC
 107 Main Street
 Black River Falls, WI 54615