

DRIVEWAY EASEMENT AGREEMENT

Document Number

THIS DRIVEWAY EASEMENT AGREEMENT (the *Agreement*) is between Lynn Marie Johansson (*Parcel A Owner*) and Kenneth B. Eklund (*Parcel B Owner*).

RECITALS:

A. Parcel A Owner is the owner of certain real property located in Dunn County, Wisconsin, as described on the attached Exhibit A and referred to on the exhibit and in this Agreement as *Parcel A*.

B. Parcel B Owner is the owner of certain real property located in Dunn County, Wisconsin, as described on the attached Exhibit B and referred to on the exhibit and in this Agreement as *Parcel B*.

C. Parcel A Owner and Parcel B Owner acknowledge that a driveway (the *Driveway*) currently exists on that portion of Parcel B more particularly described on the attached Exhibit C and referred to on the exhibit and in this Agreement as the *Easement Property*.

D. Parcel B Owner is willing to create an easement over the Easement Property to enable Parcel A Owner to use the Driveway under the terms of this Agreement.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

AGREEMENT

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

1. **Grant.** Parcel B Owner grants a nonexclusive easement and right-of-way to Parcel A Owner and Parcel A Owner's successors and assigns as the owner of Parcel A to use the Driveway and the Easement Property as a driveway for ingress and egress to 810th Avenue (Young Road) from Parcel A.

2. **Permitted Users.** The easement granted in Section 1, above, may be used by Parcel A Owner and its tenants, employees, customers, and invitees in common with Parcel B Owner and its tenants, employees, customers, and invitees.

3. **Costs.** From 810th Avenue (Young Road) to the point where the Driveway located within the Easement Property diverts and branches away from another driveway not subject to this Agreement, Parcel A Owner and Parcel B Owner shall bear all maintenance, improvement, repair, and snow and debris removal expenses equally. All decisions and actions regarding the maintenance, improvement, repair, and snow and debris removal related to this section of the Driveway shall be solely made and performed by Parcel B Owner or its agents, and Parcel A Owner agrees to promptly pay its share of the expenses incurred by Parcel B Owner within 30 days of billing for the expenses. If Parcel A Owner does not promptly pay its share, Parcel B Owner may pay the full cost and then have an immediate right to reimbursement from Parcel A Owner, together with interest at the rate of 18% per year on the unpaid amount and all attorney fees and other collection costs incurred by Parcel B Owner. Parcel A Owner shall be solely responsible for the maintenance, repair, and removal of snow and debris of the remainder of the Driveway subject to this Agreement. Parcel A Owner shall keep this section of the Driveway in good maintenance and repair, free of

debris, and in a well-kept state. Should Parcel A Owner desire to make any improvements to this section of the Driveway, including, but not limited to, width of the Driveway, and surface material of the Driveway, Parcel A Owner must obtain written permission from Parcel B Owner to make such improvements. Should Parcel B Owner grant permission for such improvements, Parcel A Owner shall be solely responsible for the cost of the improvements.

4. Indemnity. Parcel A Owner shall indemnify and defend Parcel B 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 Parcel B by Parcel A Owner or its agents, contractors, subcontractors, invitees, or employees.

5. Insurance. Parcel A Owner shall maintain in effect at all times during the term of this Agreement a policy of general liability insurance naming Parcel B Owner and any other party designated by Parcel B Owner as the insured, to insure against injury to property, person, or loss of life arising out of Parcel A Owner's use, occupancy, or maintenance of the Easement Property or the Driveway with limits of coverage that are at levels customarily maintained for such purpose in the community in which the Easement Property is located.

6. Equal Rights of Use. Parcel A Owner and Parcel B Owner shall have equal rights of ingress and egress over the Driveway and shall take no action to prevent the other party's enjoyment of such rights.

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. The easement granted under Section 1 of this Agreement is an easement appurtenant to Parcel A and may not be transferred separately from, or severed from, title to Parcel A. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than Parcel A without the written consent of Parcel B Owner. 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, 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 Parcel A Owner from later use of the easement rights to the fullest extent authorized in this Agreement.

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

10. Entire Agreement. 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 of Dunn 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