

Document No.	<b>JOINT DRIVEWAY EASEMENT AGREEMENT</b>
<p style="text-align: center;"><b>Reserved for Recording</b></p> <p style="text-align: center;"><b>Name and Return Address:</b>  Steven A. Brezinski  Axley Brynelson, LLP  PO Box 1767  Madison, Wisconsin 53701-1767</p>	

Parcel Nos. 010/0606-263-9195-0;  
010/0606-263-9210-0; 010/0606-263-9225-0

This Joint Driveway Easement Agreement (the "Agreement") is created by Scenic Outlook Properties, LLC, a Wisconsin limited liability company (hereinafter referred to as "Scenic Outlook").

**RECITALS:**

A. Scenic Outlook is the owner of three contiguous lots located in the Town of Blue Mounds, Dane County, Wisconsin, described as Lots 1, 2 and 3 of Certified Survey Map Number 11947 recorded in the Dane County, Wisconsin, Register of Deeds Office in Volume 73 of Certified Survey Maps, Page 216, as Document Number 4245746, in the Town of Blue Munds, Dane County, Wisconsin, and referred to in this Agreement as "Lots 1, 2 and 3."

B. Scenic Outlook desires that the driveway (the "Driveway") which is located on the portions of Lots 1, 2 and 3, more particularly described on the attached Exhibit A and referred to on the exhibit and in this Agreement as the "Driveway Property" be used by the owners of Lots 1, 2 and 3 for ingress and egress to and from their respective parcels and Syvrud Road.

C. Scenic Outlook, through this Agreement, desires to create an easement over the Driveway Property to enable the future owners of Lots 1, 2 and 3 to use the Driveway under the terms of this Agreement, for their mutual benefit.

## AGREEMENT

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

1. Grant. Scenic Outlook grants a permanent nonexclusive easement and right-of-way to the current and future owners of Lots 1, 2 and 3, and to their successors and assigns to use the Driveway and the Driveway Property as a joint driveway for ingress and egress to Syvrud Road, Town of Blue Mounds, Dane County, Wisconsin.
2. Permitted Users. The easement granted in Section 1 above may be used by the owners of Lots 1, 2 and 3 and their tenants and invitees in common with the other owners of Lots 1, 2 and 3 and their tenants and invitees.
3. Maintenance Costs. The Owners of Lots 1, 2 and 3 shall bear all maintenance expenses equally. Repairs and maintenance shall be performed at such times and in such a manner as are mutually agreeable to the parties. If the parties are unable to agree within ten (10) days of a written request by a party on the need for the repair or maintenance, then the matter shall be referred, upon a party's request, to arbitration.
4. Equal Rights of Use. The owners of Lots 1, 2 and 3 shall have equal rights of ingress and egress over the Driveway and shall take no action to prevent another party's enjoyment of such rights.
5. 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 the owners of Lots 1, 2 and 3 and their respective successors and assigns. The easement granted under Section 1 of this Agreement is an easement appurtenant to Lots 1, 2 and 3 and may not be transferred separately from, or severed from, title to any Lot. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than Lots 1, 2 and 3 without the consent of all Lot Owners.
6. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent a Lot Owner from later use of the easement rights to the fullest extent authorized in this Agreement.
7. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the state of Wisconsin.
8. 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 Dane County, Wisconsin.
9. 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





## EXHIBIT A

### LEGAL DESCRIPTION OF DRIVEWAY PROPERTY

Part of Lots 1, 2 and 3, Certified Survey Map No. 11947, Recorded in Vol. 73 of Certified Surveys, on Page 216, and as located in the SW 1/4 of the SW 1/4 of Section 26, and the SE 1/4 of the SE 1/4 of Section 27; all in T6N, R6E, Town of Blue Mounds, Dane County, WI, described thusly: Commencing at the Northwest corner of the said Lot 1; thence  $S0^{\circ}03'43''$  E 33.0 feet to the point of beginning of the centerline of a 66' wide access easement; thence  $N89^{\circ}52'$  E 326.37 feet; thence  $S89^{\circ}59'21''$  E 445.2 feet; thence  $S77^{\circ}11'$  E 461.2 feet to a point of termination at the center point of a 70' radius turnaround. Includes all land within 70' of said center point.