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Document Number

**SHARED DRIVEWAY EASEMENT
AGREEMENT**

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5303623**

02/02/2017 10:35 AM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 9

Name and Return Address:

LaROWE GERLACH TAGGART LLP
PO Box 10
Sauk City, WI 53583

Parcel Identification No. (PIN)

034-0906-134-9910-0 &
034-0906-134-9900-2

9

SHARED DRIVEWAY EASEMENT AGREEMENT

WHEREAS, George Shalabi and Peggy J. Shalabi (hereinafter referred to as "Shalabi") are the current owners of the following described property:

See attached Exhibit "A."

(hereinafter referred to as "Shalabi Property").

WHEREAS, Paul Howard Lenerz and Erin Lynne Lenerz (hereinafter referred to as "Lenerz") are the current owners of the following described property:

See attached Exhibit "B."

(hereinafter referred to as "Lenerz Property").

AND WHEREAS, Shalabi and Lenerz desire to establish access to the Shalabi Property and Lenerz Property through a shared driveway easement agreement (hereinafter referred to as "Driveway Agreement") across the following described property:

See attached Exhibit "C."

(hereinafter referred to as "Easement Area"). A map of the Easement Area is attached as Exhibit "D."

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and the benefits to be derived by Lenerz and Shalabi, it is hereby agreed as follows:

1. **Purpose.** The purpose of this Driveway Agreement shall be to provide non-exclusive ingress and egress of vehicles and pedestrians across the Easement Area for the benefit of the owners of the Lenerz Property and Shalabi Property (hereinafter collectively referred to as "Property Owners"). It is intended that the Property Owners, together with their tenants, visitors, agents, assigns, and licensees, shall have free and unrestricted access across the Easement Area.

2. **Construction of Driveway.** Currently there is a driveway located on the Lenerz Property at the point of access onto County Highway "78". After Shalabi, or their heirs and assigns, provide Lenerz, or their heirs and assigns, Thirty (30) days written notice of their intention to move the current driveway, the Property Owners agree that the driveway located on the Lenerz Property and the point of access onto

County Highway "78" shall be discontinued and moved to the Easement Area. At such time, Shalabi, or their heirs and assigns shall be responsible for installing a blacktop surface over so much of the Easement Area as required by the Town of Mazomanie and/or Dane County for a valid driveway, as well as removing the old approach and hauling away all debris, connecting the new approach to the existing driveway, and removing and disposing of that portion of the existing driveway no longer being used, at their expense. The expense of any improvements to the Easement Area beyond the initial blacktopping shall be shared equally by the Property Owners, or their heirs and assigns.

3. **Use.** There shall be no parking of vehicles or equipment or installation of gates and fences in the Easement Area or any other obstruction or growth allowed which would obstruct use of the Easement Area. No Property Owner shall do any act, which would interfere with the other Property Owners' use of the Easement Area. There shall be permanent, unimpeded access to the Lernerz Property and the Shalabi Property served by this Driveway Agreement for emergency service responders, utility services, and other access which could be had by a public road.

4. **Repairs and Maintenance.** The Property Owners shall maintain the Easement Area, including but not limited to removing snow and ice, mowing the grass and, when necessary, resurfacing the Easement Area. The Easement Area must be maintained to provide adequate access to emergency vehicles, school buses, and other equipment as determined by the Town of Mazomanie. Except in the event of damage to the Easement Area caused by a Property Owner, all expenses of maintaining and repairing the Easement Area shall be shared equally by the Property Owners. If one of the Property Owners damages the Easement Area in any manner, the Property Owner who caused the damage shall repair said damage within thirty (30) days. All such maintenance, repair and improvement shall be at the sole cost and expense of the party undertaking such action unless the parties agree in writing otherwise.

5. **Modifications.** This Driveway Agreement shall not be modified without unanimous consent of the Property Owners.

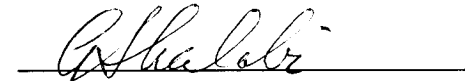
6. **Assignment.** This Driveway Agreement nor any part of the Easement Area shall be assigned in whole or part by any Property Owner except to their successors in title.

7. **Disputes.** In the event the Property Owners are not able to agree on any matter, which is a subject of this Driveway Agreement, any Property Owner may request the use of a mediator, and all Property Owners will cooperate with a referral of their dispute to a mutually agreeable mediator. All Property Owners will cooperate with the mediator, and all Property Owners shall make a good faith effort to resolve the dispute by mediation.

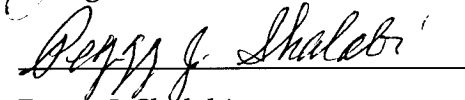
8. **Binding Effect.** This Driveway Agreement shall run with the land and be binding upon all current and future Property Owners, their heirs, personal representatives, successors and assigns.

9. **Lender Consent.** The University of Wisconsin Credit Union, signs this document to consent to said Driveway Agreement.

Dated this 31 day of January, 2017.



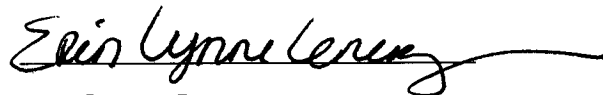
George Shalabi



Peggy J. Shalabi



Paul Howard Lenerz



Erin Lynne Lenerz

University of Wisconsin Credit Union
By:

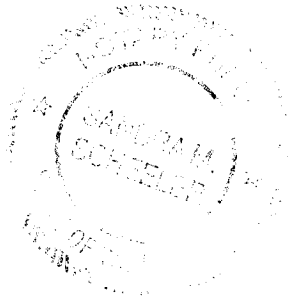
[Acknowledgment on following page.]

STATE OF WISCONSIN)

) SS:

COUNTY OF SAUK)

Personally came before me this 30 day of January, 2017, the above named George Shalabi, Peggy J. Shalabi, Paul Howard Lenerz, Erin Lynne Lenerz and _____ to me known to be the persons who executed the foregoing instrument and acknowledged the same.



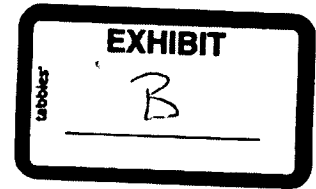
Sandra M. Schaefer

Notary Public for Wisconsin
My Commission expires 4.1.17.

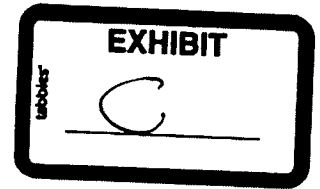
*This instrument was drafted by
Patrick J. Taggart, II, Attorney-at-Law
LaRowe Gerlach Taggart LLP
1730 Community Drive, P.O. Box 10, Sauk City, WI 53583
608-643-3391*



A lot approximately 1 1/2 acres in area described as : Commencing at the SE corner of Section 13 T9N, R6E; thence S 85° 59' W along the South line of said Section 13, 817.05' thence N 4° 01' W 518.70' to the point of beginning; thence S 72° 21' E 425.10' to the west right of way line of State Trunk Highway 78; thence N 17° 31' E along said right of way line 133. 20'; thence N 17° 51' E along said right of way line 15.18'; thence N 72° 21' W 483. 70'; thence S 4° 01' E 159.66' to the point of beginning.



All that part of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 9 North, Range 6 East, in the Town of Mazomanie, Dane County, Wisconsin, more particularly described as follows: Commencing at the Southeast corner of said Section 13; thence South 85° 59' 00" West along the South line of said Section 13, a distance of 1,738.17 feet to the Easterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific railroad; thence North 29° 31' 00" East along said right-of-way line a distance of 991.71 feet to the point of beginning; thence continuing North 29° 31' 00" East along said right-of-way line a distance of 120.07 feet; thence South 74° 24' 00" East a distance of 861.79 feet to the Westerly right-of-way line of State Trunk Highway "78"; thence South 17° 51' 00" West along said right-of-way line, a distance of 148.38 feet; thence North 72° 21' 00" West a distance of 885.35 feet to the point of beginning; EXCEPTING THEREFROM that portion conveyed to the State of Wisconsin, Department of Transportation in instrument recorded April 28, 1992, in Vol. 18697 of Records, page 24, as #2347625.



LEGAL DESCRIPTION

**Shalabi Properties
Town of Mazomanie, Dane County, WI**

Shared Driveway Easement Description:

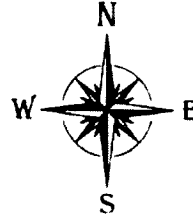
Being a part of the Southeast Quarter of the Southeast Quarter of Section 13, Town 9 North, Range 6 East, Town of Mazomanie, Dane County, Wisconsin, the centerline is described as follows:

Commencing at the Southeast corner of said Section 13, Town 9 North, Range 6 East;
thence South 85°59' West along the South line of the Southeast Quarter of said Section 13, 817.05 feet;
thence North 04°01' West, 518.70 feet;
thence South 72°21' East, 425.10 feet to the former West right-of-way line of State Trunk Highway 78;
thence North 17°31' West along the former West right-of-way line of State Trunk Highway 78, 133.20 feet;
thence North 17°51' East along the former right-of-way line, 15.18 feet;
thence North 72°21' West along the Northerly line of Parcel 2 as described and recorded in Document No. 5155050, 13.5 feet, more or less, to a point in the Westerly right-of-way line of current State Trunk Highway 78 as described and recorded in Document No. 2347625 and the point-of-beginning of this centerline description;
thence continuing North 72°21' West along the Northerly line of said Parcel 2, 30.00 feet to the point of termination of this centerline description.

Intending to describe a 66 foot wide shared driveway easement lying 33 feet either side of the centerline described.

SHARED DRIVEWAY EXHIBIT

GENERAL LOCATION
BEING A PART OF THE SE 1/4 OF THE SE 1/4, SECTION 13, T. 9 N., R. 6 E., TOWN OF MAZOMANIE,
DADE COUNTY, WISCONSIN

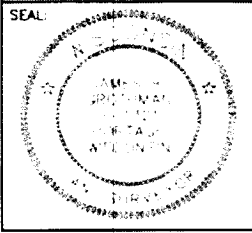
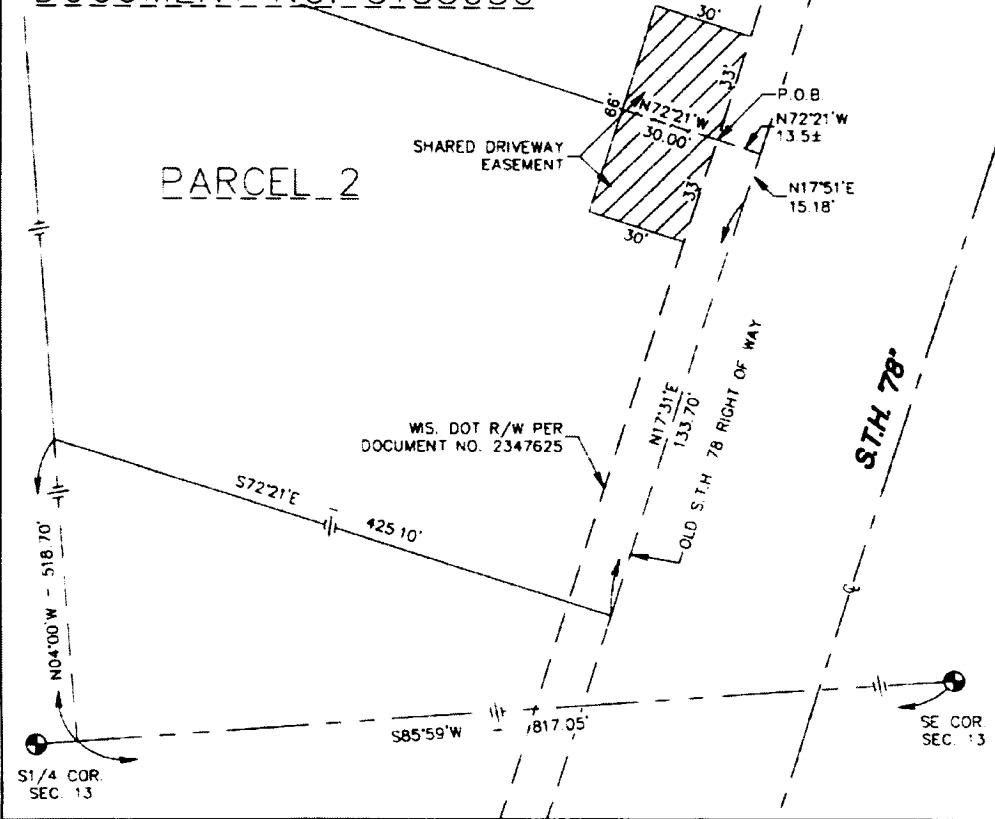


SCALE 1" = 40'

PARCEL 1

DOCUMENT NO. 5155050

PARCEL 2



OWNER:
GEORGE & PEGGY SHALABI
7211 S.T.H. 78
SAUK CITY, WI 53583

As prepared by:
GA GROTHMAN & ASSOCIATES S.C.
LAND SURVEYORS
625 EAST HILFER STREET, P.O. BOX 373 PORTAGE, WI 53801
PHONE: PORTAGE: (808) 742-7788 SAUK: (808) 844-8277
FAX: (808) 742-0434 E-MAIL: surveying@grothman.com
WE'LL GUARANTEE THE ORIGINAL MAP

CLIENT:
FIRST WEBER REALTORS
625 WATER STREET
PRAIRIE DU SAC, WI 53578

G & A FILE NO. 117-87

DRAFTED BY: I. JONES
CHECKED BY: JRG
PROJ 117-27
DWG 117-27 Exhibit SHEET 1 OF 1