

**SHARED DRIVEWAY**

**EASEMENT AGREEMENT**

**LOTS 1, 2, 3, & 4. C.S.M. # (to be supplied)**

Return To:  
D'Onofrio Kottke & Associates Inc.  
7530 Westward Way  
Madison, WI 53717

Tax Roll Parcel Numbers:

XXXX TO BE  
XXXX ADDED

Legal Description:

Lots One, Two, Three, and Four (1-4) of Certified Survey Map # (to be supplied) recorded in the Dane County Register of Deeds Office in Volume xx of Certified Survey Maps, Page xxx as Document No. xxxxxxxx, in the Town of Cross Plains, Dane County, Wisconsin.

**WITNESSETH:**

**WHEREAS**, the parties (hereinafter Owners, whether present or future), which presently own Lots 1-4 of Certified Survey Map #(to be supplied), hereto presently have, or will have, an ownership interest in and to the above referenced Lots 1-4:

**WHEREAS**, Lots 1-4 described above will use a Shared Driveway Easement for ingress and egress to the respective parcels; and

**WHEREAS**, it is the intended purpose of the Owners, for and in consideration of the benefits each will mutually receive to enter into this written Shared Driveway Easement Agreement (hereinafter "Driveway Agreement") for the purpose of defining the respective rights and obligations of the Owners; and

**WHEREAS**, this Driveway Agreement shall become binding upon execution of this document by the undersigned;

**NOW THEREFORE**, for good and valuable consideration, and the benefits to be derived from this Driveway Agreement by each of the Owners, the Owners mutually do agree and grant to the other, their heirs, successors, and assigns the rights, title, and interest in their lands as is required and is necessary in order to create a Shared Driveway Easement over and across the lands as shown on CSM #(to be supplied).

The Owners do mutually covenant and agree for themselves, their heirs, executors, administrators, personal representatives, successors, and assigns forever that said Shared Driveway Easement shall be subject to the following conditions:

That each of them, together with their tenants, servants, visitors, and agents, assigns and licensees, in common with all others having the like right at all times hereafter, with or without automobile or other vehicles or on foot shall have free and unrestricted access in, to, and upon said area and the right to use of said Shared Driveway Easement as an appurtenance to their respective lands for the purposes of ingress and egress to and from the property owned by them, and to pass and re-pass along and over the Shared Driveway Easement as above described.

That the Owners will at all times keep the Shared Driveway Easement free and clear of blockages of any kind that would otherwise prevent the free and unrestricted use of the area by the others.

That the Owners will equally pay all the expenses or be responsible for the maintenance of the surface of said Shared Driveway Easement that services their property, including such surfacing, removal of snow and ice therefrom as shall be from time to time required, and mowing of the grass.

That the decision of when to repair or maintain the shared driveway and the Shared Driveway Easement upon which it is sited shall be by the agreement of at least two of the Owners. If any party to this Driveway Agreement wishes to further improve the surface it must be done at that party's sole expense, or as per a future agreement between the then Owners.

That the sharing of the expenses as explained in the paragraph above shall begin when the owners of any lots have taken out their respective building permits, or otherwise utilize the property so as to merit sharing of said cost. Until such time, the expenses shall be borne solely by the Owner(s) actively utilizing the driveway.

That none of the parties, their heirs, successors, agents, or assigns, shall do anything, without the written consent of the other parties, which would cause any rights of the public to attach to said Shared Driveway Easement, and said parties, for themselves, their heirs and assigns, shall do any and all things reasonably necessary in order to prevent said Shared Driveway Easement from being subservient to any rights of the public therein. However, all parties with an interest in the four lots served by the Shared Driveway Easement consent to the dedication of a future town road right-of-way within the Shared Driveway Easement at any time if the Town of Cross Plains, in its sole discretion, accepts it.

#### Other Provisions:

- a.) The Shared Driveway Easement shall be maintained to provide access to emergency vehicles, school buses and other equipment as determined by the Town of Cross Plains Engineer, local fire department, and EMS service.
- b.) Either the Town of Cross Plains, at its sole discretion, or Dane County, is authorized to inspect and conduct repair work on the Shared Driveway Easement, at the expense of the property Owners, if such Owners fail to adequately maintain the Shared Driveway Easement.
- c.) Buildings constructed on the parcels served by this Shared Driveway Easement shall be set back from the Shared Driveway Easement as specified in Section 10.17(3)(b) of the Dane County Ordinances.
- d.) Permanent, unimpeded access to the lots served by the Shared Access Agreement is granted to emergency service responders, utility services, and other access which could be had by any public road.

