

Document No.

**JOINT DRIVEWAY
EASEMENT AGREEMENT**

Return to:

Parcel Numbers

THIS JOINT DRIVEWAY AGREEMENT (the *Agreement*) is between Jonathon Jeglum (*Parcel A Owner*) and Jeglum & Associates, LLC (*Parcel B Owner*).

RECITALS:

A. Parcel A Owner is the owner of certain real property located in Dane 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 Dane 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 wish that a driveway (the *Driveway*) be constructed 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.

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 joint driveway for ingress and egress to S.T.H. 78 from Parcel A.

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

3. **Initial Construction Costs.** Either Parcel A Owner or Parcel B Owner (the *Constructing Party*) may construct the Driveway at its sole expense. At such time as the party other than the Constructing Party (the *Non-Constructing Party*) commences construction of any building on the property owned by the Non-Constructing Party, which building is to be served by the Driveway, the Non-Constructing Party shall pay to the Constructing Party one-half of the Constructing Party's documented costs incurred in the construction of the Driveway.

4. **Maintenance Costs.** Until any building is constructed on the Non-Constructing Party's property, the Constructing Party shall bear all expense of maintaining, repairing, and removing snow and debris from the Driveway. Following issuance of an occupancy permit for any building constructed on the Non-Constructing Party's property (or, if no occupancy permit is issued, then following occupancy of any such building), Parcel A Owner and Parcel B Owner shall bear all maintenance expenses equally. Unless Parcel A Owner and Parcel B Owner agree otherwise, all maintenance, repair, and removal shall be performed by Parcel A Owner, and Parcel B Owner agrees to promptly pay its share of the expenses of maintenance, repair, and removal incurred by Parcel A Owner within 30 days of billing for the expenses. If Parcel B Owner does not promptly pay its share, Parcel A Owner may pay the full cost and then have an immediate right to reimbursement from Parcel B Owner, together with interest at the rate of 12 % per year on the unpaid amount and all reasonable attorney fees and other collection costs incurred by Parcel A Owner. 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 10 days after a written request by one or the other on the need for the repair or maintenance, then the matter shall be referred, upon either party's request, to arbitration.

5. **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.

6. Insurance. Parcel A Owner shall maintain in effect at all times during the term of this Agreement a policy of commercial 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 by businesses in the community in which the Easement Property is located. For each year in which this easement is in effect, Parcel A Owner shall provide Parcel B Owner and the other parties designated by Parcel B Owner with a copy of the insurance policy endorsement or wording showing that Parcel B Owner and the other parties have been added as additional insureds. The policy shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the insured under this Agreement. Insurance required of Parcel A Owner under this Agreement shall be written by companies duly qualified to do business in the State of Wisconsin and shall be satisfactory in all respects to Parcel B Owner and the holder of any mortgage against Parcel B. Parcel A Owner shall deliver to Parcel B Owner copies of the policies or certificates evidencing the existence and amounts of the insurance with loss payable clauses satisfactory to Parcel B Owner. No such policy shall be cancelable or subject to reduction of coverage or modification except after 30 days' prior written notice to Parcel B Owner. At least 30 days before the expiration of Parcel A Owner's policies, Parcel A Owner shall furnish Parcel B Owner with renewals or "binders" of the policies, or Parcel B Owner may order such insurance and charge the cost to Parcel A Owner. Parcel A Owner shall not do or permit anything to be done that will invalidate the insurance policies furnished by Parcel A Owner. Parcel B Owner may from time to time require that the policy limits of any or all such insurance be increased to reflect the effects of inflation and changes in normal commercial insurance practice.

7. 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.

8. 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 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, or any portion of Parcel A or Parcel B, 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.

9. 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.

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

11. 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.

12. 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.

13. 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 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.

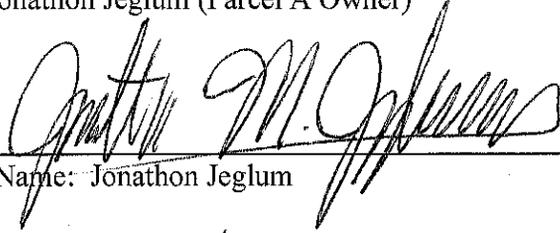
14. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

15. Enforcement. 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 attorney fees, from the nonprevailing party.

16. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever. Parcel A Owner and Parcel B Owner agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Driveway, whether by express grant, implication, or prescription, including, without limitation, the posting of "Private Drive" or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

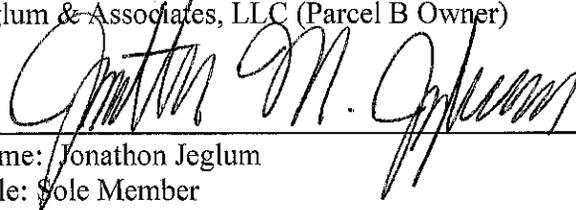
Dated: 1/22/2026

Jonathon Jeglum (Parcel A Owner)



Name: Jonathon Jeglum

Jeglum & Associates, LLC (Parcel B Owner)

By 

Name: Jonathon Jeglum

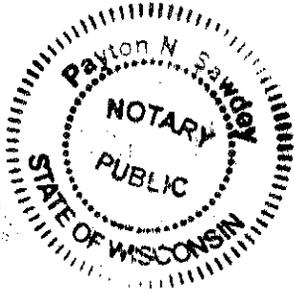
Title: Sole Member

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF DANE

This instrument was acknowledged before me on Jan. 22nd, 2026 by Jonathon Jeglum.

Payton N. Sawdey



Notary Public, State of Wisconsin
My commission expires: 12-25-2029

This notarial act involved the use of communication technology.

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF DANE

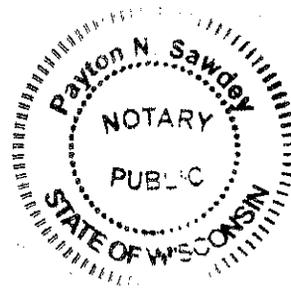
This instrument was acknowledged before me on Jan. 22nd, 2026 by Jonathon Jeglum,
Sole Member of Jeglum & Associates, LLC.

Payton N. Sawdey

Payton N. Sawdey

Notary Public, State of Wisconsin
My commission expires: 12-25-2029

This notarial act involved the use of communication technology.



CONSENT OF MORTGAGEE OF PARCEL A

The undersigned, being the holder of a mortgage against Parcel A, consents to the above Agreement and agrees that its interest in Parcel A shall be subject to the terms of the Agreement.

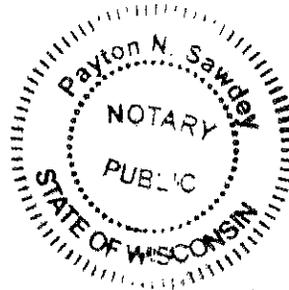
By: _____
Name: JANCE J. MARY
Title: SVP-COO The Bank of New Glarus

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF Green

This instrument was acknowledged before me on 1/22/24 by _____
JANCE MARY (name of officer of mortgagee), the SVP-COO (name of office) of
The Bank of New Glarus (name of mortgagee).

Payton N. Sawdey
Payton N. Sawdey
Notary Public, State of Wisconsin
My commission expires: 12-25-2029
 This notarial act involved the use of communication technology.



CONSENT OF MORTGAGEE OF PARCEL B

The undersigned, being the holder of a mortgage against Parcel B, consents to the above Agreement and agrees that its interest in Parcel B shall be subject to the terms of the Agreement.

By: _____
Name: JANCE J MARTY
Title: SVP COO The Bank of New Glarus

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF Green

This instrument was acknowledged before me on 1/22/24 by _____
Jance Marty (name of officer of mortgagee), the SVP-COO (name of office) of
The Bank of New Glarus (name of mortgagee).

Payton N. Sawdey

Payton N. Sawdey

Notary Public, State of Wisconsin
My commission expires: 12-25-2029

This notarial act involved the use of communication technology.

This document was drafted by
Walter R. Stewart
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stewart@wrsalaw.com

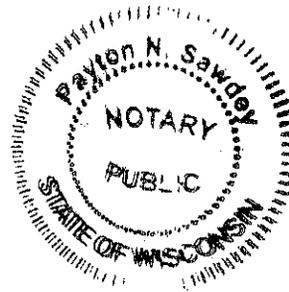


EXHIBIT A

A parcel of land located in part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, in Section 29, T5N, R6E, Town of Perry, Dane County, Wisconsin being more particularly described as follows:

Commencing at the West $\frac{1}{4}$ corner of said Section 29; thence S $88^{\circ}50'39''$ E along the east/west section line, 1342.88 feet to a found $\frac{3}{4}$ " rebar at the SE corner of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence N $00^{\circ}26'24''$ W along the east line of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, 246.20 feet to the point of beginning.

Thence N $89^{\circ}19'41''$ W, 440.00 feet; thence N $00^{\circ}26'24''$ W, 300.00 feet; thence S $89^{\circ}19'41''$ E, 358.04 feet; thence S $69^{\circ}21'31''$ E, 87.83 feet to the east line of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence S $00^{\circ}26'24''$ E along said east line, 270.00 feet to the point of beginning. This description contains 3.00 acres or 130,756 sq.ft.

EXHIBIT B

A parcel of land the South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ lying west of State Highway 78 right of way, in Section 29, T5N, R6E, Town of Perry, Dane County, Wisconsin

EXHIBIT C

An easement located in part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, in Section 29, T5N, R6E, Town of Perry, Dane County, Wisconsin being more particularly described as follows:

Commencing at the West $\frac{1}{4}$ corner of said Section 29; thence S $88^{\circ}50'39''$ E along the east/west section line, 1342.88 feet to a found $\frac{3}{4}$ " rebar at the NW corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence N $00^{\circ}26'24''$ W along the west line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, 359.15 feet to the point of beginning.

Thence continue N $00^{\circ}26'24''$ W, 71.68 feet; thence S $67^{\circ}28'28''$ E, 241.26 feet; thence S $01^{\circ}34'13''$ W, 84.08 feet; thence S $67^{\circ}39'19''$ E, 251.58 feet; thence S $81^{\circ}01'10''$ E, 411.98 feet to the westerly right of way of State Highway 78; thence S $11^{\circ}23'20''$ W along said right of way, 66.06 feet; thence N $81^{\circ}01'10''$ W, 416.94 feet; thence N $67^{\circ}39'19''$ W, 304.86 feet; thence N $01^{\circ}34'13''$ E, 84.24 feet; thence N $67^{\circ}28'28''$ W, 167.89 feet to the point of beginning. This description contains 1.49 acres or 64,774 sq.ft.