

Document No.	SHARED DRIVEWAY EASEMENT AGREEMENT LOTS 1 & 2 C.S.M. (to be supplied)	
		<p><b>RETURN TO</b></p> <p>Nicholas Rivera  749 County Road MM  Oregon, WI 53575</p>

509-241-9460-0; 0509-241-9475-0  
Parcel Identification Number

**Legal Description:**

Lot One and Two 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 Oregon, Dane County, Wisconsin.

**WITNESSETH:**

**WHEREAS**, the undersigned owners (hereinafter “Owners”, whether present or future), which presently own Lots 1& 2 of Certified Survey Map #(to be supplied), hereto presently have, or will have, an ownership interest in and to the above referenced Lots 1 & 2:

**WHEREAS**, Lots 1 & 2 described above will use a Shared Driveway Easement for ingress and egress and utilities 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 following described parcel, to wit:

A 66' or wider area of vacant land entirely containing the now existing shared gravel driveway as shown on the attached map, which map is derived from Certified Survey Map # (to be supplied) and with the existing driveway depicted upon it, and as per the attached legal description.

Said existing shared gravel driveway was constructed to applicable Town of Oregon standards, and complies with applicable Town of Oregon provision at the access onto the County Road MM.

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:

1. Each Owner, 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, and for the installation and maintenance of utilities along the Shared Driveway Easement.
2. 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.
3. The Owners will pay all the expenses or be responsible for the maintenance of the portion of said Shared Driveway Easement that services their property, including such surfacing, and removal of snow and ice therefrom as shall be from time to time required, including mowing of the grass. Under this Paragraph 3, the Owner of Lot 1 shall be responsible for twenty-five percent (25%) of the cost of such maintenance, and the Owner of Lot 2 shall

be responsible for seventy-five percent (75%) of the cost of such maintenance of the Shared Driveway Easement, whether in its current condition or whether further improved under Paragraph 4 below. Notwithstanding the above, if an Owner or an Owner's tenant, agent, or invitee causes damage to the Shared Driveway Easement over and above ordinary wear and tear, whether such damage be to the existing gravel driveway or to other property within the Shared Driveway Easement, such Owner shall be responsible for one hundred percent (100%) of the cost of the repair of such damage.

4. Repair and maintenance of the existing gravel driveway shall be by the Agreement of the Owners, except that routine maintenance may be performed by any Owner. If any Owner wishes, without agreement by the other Owner or Owners, to further improve the surface of the Shared Driveway Easement beyond maintaining the gravel surface in its present condition, including without limitation installing asphalt, paving, or concrete, such improvement must be performed at that party's sole expense, or as per a future agreement between the then Owners.
5. That the sharing of the expenses as explained in Paragraph 3 by the Owner of Lot 2 above shall begin when the Owner of Lot 2 has obtained a building permit, or otherwise utilizes 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.
6. 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. Notwithstanding the above, however, all parties with an interest in the two 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 Oregon, in its sole discretion, accepts it.
7. Miscellaneous 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 Oregon Engineer, local fire department, and EMS Service.
  - b. Either the Town of Oregon, 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. Any building constructed on the parcel(s) 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, and any other access which could be had by a public road is granted to emergency service responders and utility service providers.
- e. Modifications to the Shared Driveway Easement Agreement are prohibited without written pre-approval of the Town of Oregon and the Dane County Zoning and Land Regulation Committee.

IT IS FURTHER AGREED by and between the Owners that this Driveway Agreement shall run with the land and be binding upon and inure to the benefit of the Owners, and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns until amended or revoked in writing with the same formality as the execution hereof. It is also further agreed that both the Town of Oregon and Dane County are co-holders of this Shared Driveway Access Agreement and have full enforcement rights.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Nicholas Rivera

\_\_\_\_\_  
 Kayla Arnold

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above-named Nicholas Rivera and Kayla Arnold, to me known to be the persons who executed this instrument.

\_\_\_\_\_  
 \_\_\_\_\_ Notary Public  
 My commission expires: \_\_\_\_\_