

WAUKESHA COUNTY, WI
REGISTER OF DEEDS
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**JOINT DRIVEWAY
EASEMENT AGREEMENT**

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This instrument was drafted by and should be
returned to:

Thomas P. Shannon, Esq.
Fox, O'Neill & Shannon, S.C.
622 N. Water Street, Suite 500
Milwaukee, Wisconsin 53202

Lot 1 and Lot 2 of Certified Survey Map No. 11347 recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, on September 8, 2015 as Document No. 4164501, being a redivision of all of Lot 4 of Breck's Subdivision, located in the Northwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 12, Township 7 North, Range 17 East, City of Delafield, Waukesha County, Wisconsin.

Tax key nos. DELC0624004001 and DELC0624004002

JOINT DRIVEWAY EASEMENT AGREEMENT

THIS JOINT DRIVEWAY EASEMENT AGREEMENT is made and entered into by Mark S. Reinders and Sheridan L. Ryan, husband and wife (the "Owners"), on the 19th day of April, 2019.

1. Property Ownership. The Owners are the owners of certain real property located in Waukesha County, Wisconsin, described as follows (the "Property")

Lot 1 and Lot 2 of Certified Survey Map No. 11347 recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, on September 8, 2015 as Document No. 4164501, being a redivision of all of Lot 4 of Breck's Subdivision, located in the Northwest ¼ and Southwest ¼ of the Southeast ¼ of Section 12, Township 7 North, Range 17 East, City of Delafield, Waukesha County, Wisconsin.

Tax key nos. DELC0624004001 and DELC0624004002

2. Intention of Owners. The Owners desire to create a joint driveway easement over and across a portion of Lot 1 of Certified Survey Map No. 11347 ("Lot 1") for the benefit of the present and future owner(s) of Lot 2 of Certified Survey Map No. 11347 ("Lot 2") on the terms and provisions set forth herein.

3. Grant. The Owners hereby grant, declare and create a perpetual, nonexclusive easement and right-of-way to all present and future owners of Lot 2, and their successors and assigns, for a joint driveway for ingress and egress for Lot 2 to and from Valley Road over and across that portion of Lot 1 described on Exhibit A attached hereto and incorporated herein by reference (the "Easement").

4. Permitted Users. The Easement granted in Section 3, above, may be used by the present and future owner(s) of Lot 1 and his/her/their tenants, employees, customers, and invitees in common with the present and future owner(s) of Lot 2 and his/her/their tenants, employees, customers, and invitees.

5. Initial Construction Costs. There is an existing driveway constructed on Lot 1 which presently serves Lot 2. That driveway shall be a shared driveway on Lot 1 for the use and benefit of both Lot 1 and Lot 2. The owner(s) of Lot 1 (the "Lot 1 Owner") and Lot 2 (the "Lot 2 Owner") shall leave the existing driveway on Lot 1 in place and shall not move, remove or relocate that driveway. At such time as the Lot 1 Owner constructs a single-family residence on Lot 1, the Lot 1 Owner shall, at his sole cost and expense, construct a paved driveway to intersect with the shared driveway in the Easement area for the purpose of serving the single-family residence to be constructed on Lot 1.

6. Maintenance Costs. Until the construction of a single-family residence is commenced on Lot 1, the Lot 2 Owner shall bear all of the cost and expense of maintaining, repairing, and removing snow and debris from the driveway on Lot 1 to keep the driveway in good

condition and repair. Upon the issuance of a building permit for the construction of a single family residence on Lot 1, the Lot 1 Owner shall bear all of the cost and expense of maintaining, repairing, replacing and removing snow and debris from the shared driveway on Lot 1 and any driveway pavement and culvert in the Valley Road right-of-way in order to keep the driveway on Lot 1 and any driveway improvements in the Valley Road right-of-way in good condition and repair.

7. **Indemnity.** The Lot 2 Owner shall indemnify and defend the Lot 1 Owner and his/her/its/their 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 Lot 1 by the Lot 2 Owner or his/her/its/their agents, contractors, subcontractors, invitees, or employees, unless and to the extent that such liability, suits, action, claim, cost, damage, or expense is caused by the act or negligence the Lot 1 Owner or his/her/its/their agents, contractors, subcontractors, invitees, or employees.

8. **Insurance.** The Lot 2 Owner shall maintain in effect at all times a policy of commercial general liability insurance naming the Lot 1 Owner as an additional insured, to insure against injury to property, person, or loss of life arising out of the Lot 2 Owner's use, occupancy, or maintenance of the Easement, with limits of coverage that are at levels customarily maintained by businesses in the community in which the Property is located. For each year in which the Easement is in effect, the Lot 2 Owner shall provide the Lot 1 Owner with a copy of the insurance policy endorsement or wording showing that the Lot 1 Owner has been added as an additional insured. The policy shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the insured under this Agreement. Insurance required of the Lot 2 Owner under this Agreement shall be written by companies duly qualified to do business in the State of Wisconsin and shall be reasonably satisfactory to the Lot 1 Owner. No such policy shall be cancelable or subject to reduction of coverage or modification except after 30 days' prior written notice to the Lot 1 Owner. At least 30 days before the expiration of the Lot 2 Owner's policies, the Lot 2 Owner shall furnish the Lot 1 Owner with renewals or "binders" of the policies, or the Lot 1 Owner may order such insurance and charge the cost to the Lot 2 Owner. The Lot 2 Owner shall not do or permit anything to be done that will invalidate the insurance policies furnished by the Lot 2 Owner. The Lot 1 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.

9. **Equal Rights of Use.** The Lot 2 Owner and the Lot 1 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.

10. **Covenants Run with Land.** All of the terms and conditions in this Easement, 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 Lot 2 Owner and the Lot 1 Owner and their respective successors and assigns. The easement granted under Section 1 of this Agreement is an easement appurtenant to Lot 2 and may not be transferred separately from, or severed from, title to Lot 2. Furthermore, the benefits of the Easement granted hereunder shall not be extended to any properties other than Lot 2 without the consent of Lot 1 Owner. The Lot 2 Owner and the Lot 1 Owner, and

each of their respective successors and assigns as fee simple owners of Lot 2 and Lot 1, respectively, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred his/her/its/their fee simple interest in Lot 2 or Lot 1, respectively, except, however, for obligations that accrued during the party's period of ownership of title.

11. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent the Lot 2 Owner from later use of the easement rights to the fullest extent authorized in this Agreement.

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

13. 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 Waukesha County, Wisconsin.

14. 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.

15. 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.

16. 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.

17. 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 non-prevailing party.

18. 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. The Lot 2 Owner and the Lot 1 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.

[Signatures appear on following page.]

IN WITNESS WHEREOF, this Joint Driveway Easement Agreement has been executed on the day and year first above written.


Mark S. Reinders


Sheridan L. Ryan

AUTHENTICATION

Signatures of Mark S. Reinders and Sheridan L. Ryan authenticated on the 19th day of April, 2019.


Thomas P. Shannon
Member, State Bar of Wisconsin

This document was drafted by:
Thomas P. Shannon
Fox, O'Neill & Shannon, S.C.
622 N. Water Street, Suite 500
Milwaukee, Wisconsin 53202

EXHIBIT A

SHARED DRIVEWAY MAP FOR LOTS 1 AND 2 OF C.S.M. NO. 11347
 LOCATED IN THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 12,,
 T.7N., R.17E., CITY OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN

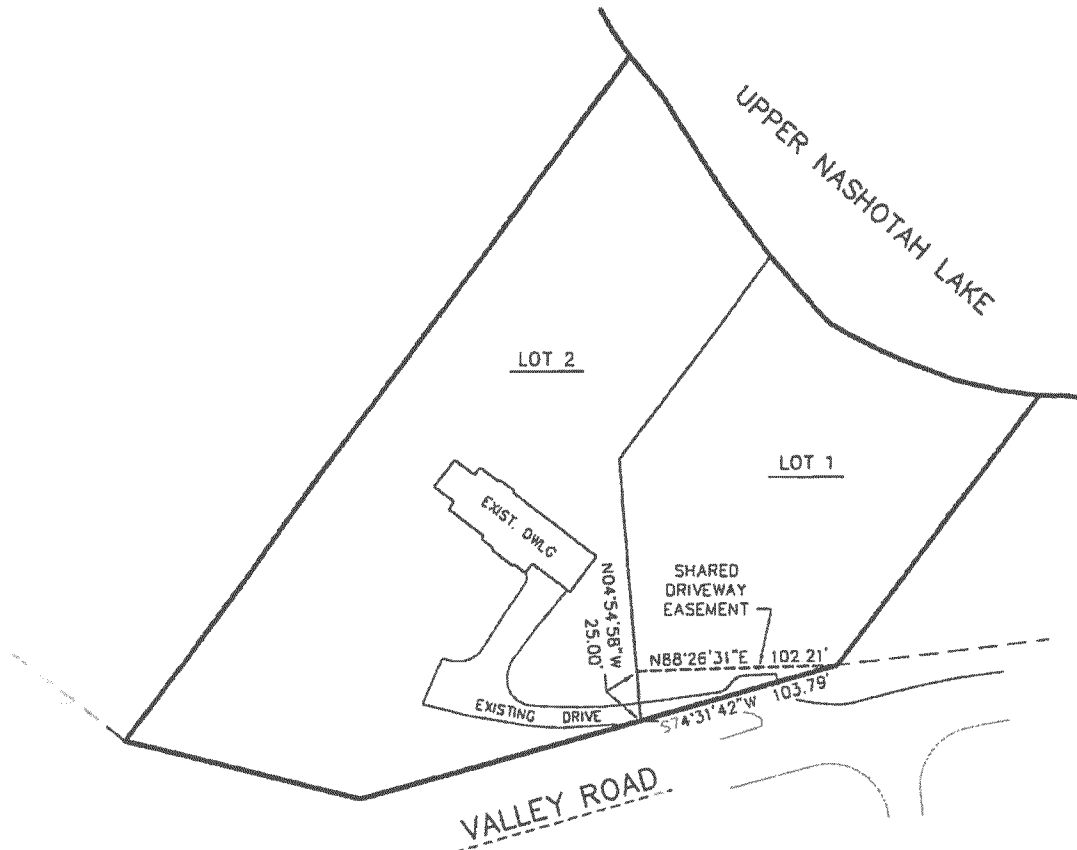


EXHIBIT A

LEGAL DESCRIPTION OF SHARED DRIVEWAY EASEMENT

Over and across a part of Lot 1 of C.S.M. No. 11347, located in the NW 1/4 and SW 1/4 of the SE 1/4 of Section 12, T.7N., R.17E., City of Delafield, Waukesha County, Wisconsin, more fully described as follows:
 Beginning at the Southeast corner of said Lot 1; thence S74°31'42"W, along the southerly line of said Lot 1 and northerly right-of-way line of Valley Road, 103.79 feet to the Southwest corner of said Lot 1; thence N04°54'58"W, along the westerly line of said Lot 1, 25.00 feet to a point; thence N88°26'31"E, 102.21 feet to the Southeast corner of said Lot 1 and the place of beginning.

