

**Receipt:#** 570855

EAS \$46.00  
CRV Not Required  
Exempt from Tax

**Return to:**  
E - SIMPLIFILE  
4844 North 300 West  
Suite 202  
Provo UT 84604

**4347429**



**Certified Filed and/or recorded on:**

11/29/2021 10:17 AM

**4347429**

**Office of the County Recorder  
Washington County, Minnesota**  
*Debra Ledvina, County Recorder  
Jennifer Wagenius, Auditor Treasurer*

(Reserved for recording data)

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## DECLARATION OF SHARED DRIVEWAY EASEMENT

THIS DECLARATION OF SHARED DRIVEWAY EASEMENT ("*Declaration*") is made by Derrick Custom Homes, Inc., a Wisconsin corporation ("*Declarant*").

### RECITALS:

A. Declarant is the owner of the following described real property located in Baytown Township, Washington County, Minnesota:

**Lot 1, Block 1, HILLS OF SPRING CREEK according to the recorded plat thereof**

and referred to in this Declaration as *Lot 1*;

B. Declarant is also the owner of the following described real property located in Baytown Township, Washington County, Minnesota:

**Lot 2, Block 1, HILLS OF SPRING CREEK according to the recorded plat thereof**

and referred to in this Declaration as *Lot 2*; and

C. A common, shared driveway is located in part over Lot 1, and in part over Lot 2, and Declarant intends by this Declaration to establish perpetual easements allowing the owners of both lots and their Permitted Users (as defined in Paragraph 2 below) to have access over the shared portions of the driveway described in Paragraph 1 herein, and to establish certain rights related to maintenance, repair and replacement of the shared portions of the driveway.

NOW THEREFORE, Declarant hereby declares as follows:

1. **Easement.** The owner of Lot 1 and the Owner of Lot 2 and their respective Permitted Users shall have non-exclusive perpetual easements and rights of way over and across the shared portions of the driveway, for ingress, egress, driveway and related access purposes, in the area depicted as "60 foot

Wide Shared Driveway Easement on Exhibit A, attached hereto and incorporated herein (the “*Driveway Easement*”). The legal description of the Driveway Easement hereby created is as follows:

A 60 foot shared driveway easement over and across part of Lots 1 and 2 of Block 1, HILLS OF SPRING CREEK, according to the recorded plat thereof and described as follows:

Commencing at the northeast corner of said Lot 1; thence S14°56’49”W, along the east line of said lot, 144.80 feet to the Point of Beginning; thence continue S14°56’49”W, along said east line, 181.84 feet; thence S05°29’56”E, along said east line, 102.57 feet to a point on the north right-of-way line of 47th Street North and a point of curvature; thence northwesterly, along the north right-of-way line of 47th Street North, along the arc of a curve, concave to the south, with a central angle of 16°49’50”, a radius of 205.00 feet and a chord which bears S84°01’56”W for a distance of 60.00 feet; thence N05°29’56”W, along a line 30 feet distant and parallel to the most easterly line of said Lot 2, a distance of 113.89 feet; thence N14°56’49”E, along a line 30 feet distant and parallel to the most easterly line of said Lot 2, a distance of 176.59 feet to a point on the south line of said Lot 1; thence N89°57’12”E, along the north line of said Lot 2 and the easterly extension thereof a distance of 62.11 feet to the Point of Beginning.

Contains 17,158 square feet.

2. **Permitted Users.** The owner of Lot 1 and the owner of Lot 2 and their respective grantees, successors in interest, agents, representatives, guests, invitees, and contractors (“Permitted Users”) shall have the right to enter upon and use the Driveway Easement.

3. **Purpose; Access, Maintenance and Repairs.** The Driveway Easement shall be used for access to and from Lot 1 and Lot 2, and for maintenance, repairs, improvements to, and replacement as necessary of the driveway situated on the Driveway Easement. The owner of Lot 1 and the owner of Lot 2 shall share equally in the expense of necessary maintenance, repairs and replacement of the shared portion of the driveway located on the Driveway Easement, except as follows: (1) a lot owner shall be solely responsible for expenses of repair or replacement necessitated by damage caused by such lot owner or his or her Permitted Users; and (2) a lot owner shall be solely responsible for expenses related to snow removal unless both lot owners first agree in writing to share in such expense.

4. **Easement to Run with the Land.** This easement established herein and the terms and conditions in this Declaration shall run with Lot 1 and Lot 2, and shall be binding upon, inure to the benefit of, and be enforceable by the owners of said lots and by their respective grantees and successors in interest. A lot owner’s rights and obligations hereunder shall terminate upon conveyance of the lot. The easements granted herein are not separately assignable and may not be transferred separately from, or severed from, title to the property upon which the easement is situated without the express written consent of all parties.

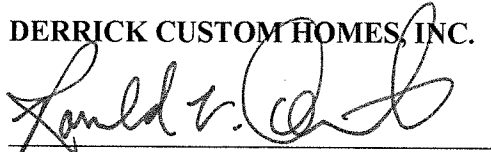
5. **No Public Dedication.** Nothing in this instrument shall be deemed to be a gift or dedication of any portion of the easement established under this instrument or the Driveway Easement to the general public or for any public purpose whatsoever.

[SIGNATURE PAGE FOLLOWS]

Dated this <sup>th</sup> 10 day of November, 2021.

DECLARANT:

**DERRICK CUSTOM HOMES, INC.**

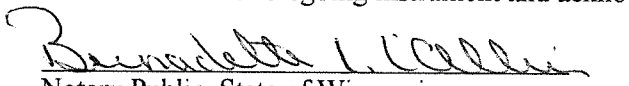


By: Ronald L. Derrick  
Title: President

**ACKNOWLEDGMENT**

STATE OF WISCONSIN     )  
  )ss.  
COUNTY OF ST. CROIX

Personally came before me this 10<sup>th</sup> day of November, 2021, the above named Derrick Custom Homes, Inc., a Wisconsin corporation, by Ronald L. Derrick, President, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Wisconsin  
My commission expires 10-23-2024

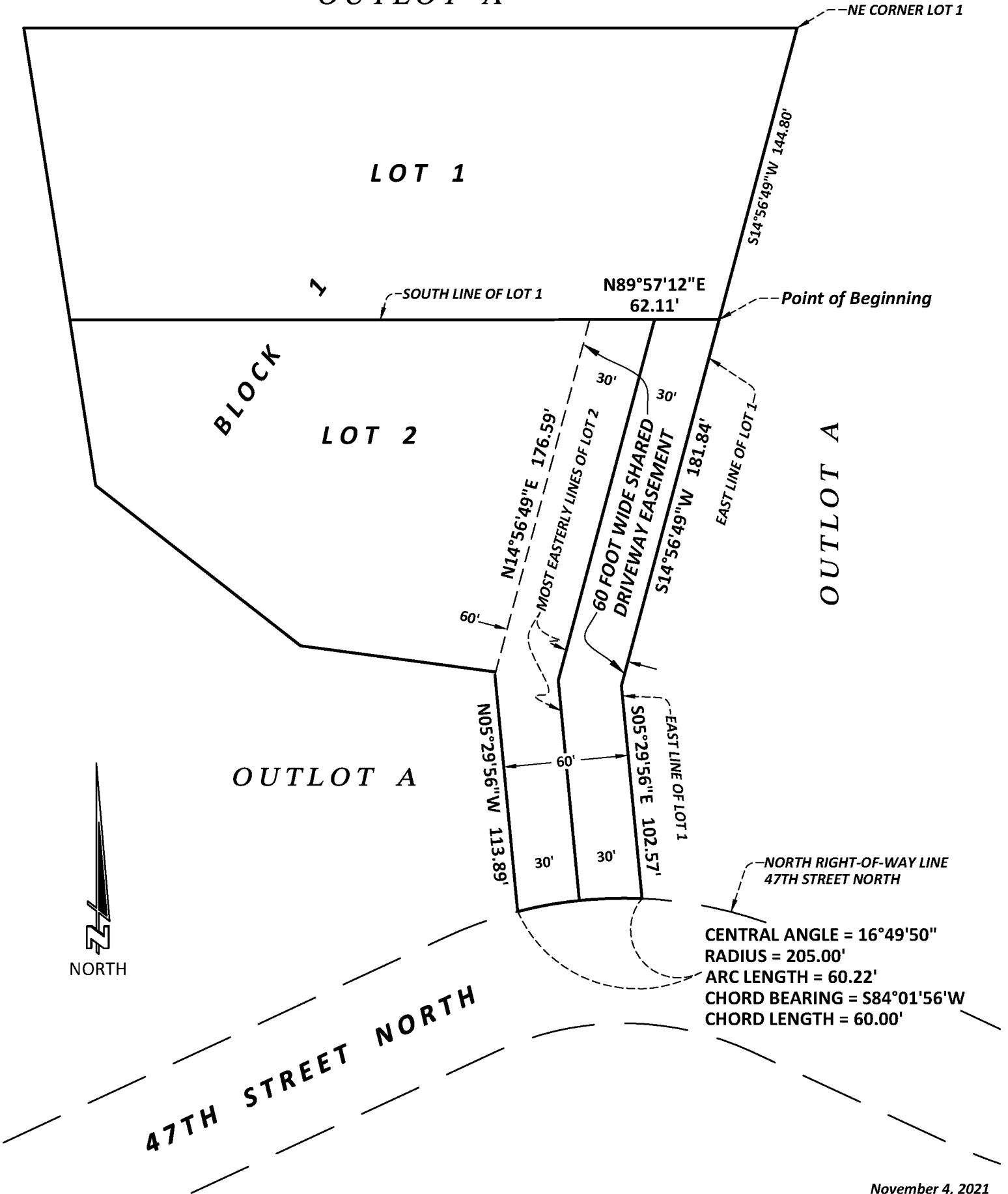
**BERNADETTE L. L'ALLIER**  
Notary Public-State of Wisconsin

This document was drafted by:

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**EXHIBIT A**  
**SHARED DRIVEWAY EASEMENT**  
SCALE: 1 INCH = 60 FEET

*OUTLOT A*



November 4, 2021