

**SHARED DRIVEWAY AGREEMENT**

This SHARED DRIVEWAY AGREEMENT ("Agreement"), is entered into by and between THE JEFFREY S. SUTTON FAMILY, LLC ("SUTTON") and NATHAN L. SCHROEPFER and AMI A. SCHROEPFER ("SCHROEPFER").

**RECITALS:**

A. Whereas, THE JEFFREY S. SUTTON FAMILY, LLC ("SUTTON") owns certain property described as: Lots Two and Three of Jackson County Certified Survey Map No. 4347 recorded as Document No. 406041 with the Jackson County Register of deeds Office in Volume 19 of Surveys, page 91, on 08/31/2021; and

B. Whereas, NATHAN L. SCHROEPFER and AMI A. SCHROEPFER ("SCHROEPFER") is purchasing from SUTTON certain property described as: Lot One of Jackson County Certified Survey Map No. 4347 recorded as Document No. 406041 with the Jackson County Register of deeds Office in Volume 19 of Surveys, page 91, on 08/31/2021; and

C. Whereas, SUTTON and SCHROEPFER have agreed as part of the sale of said Lot One from SUTTON to SCHROEPFER that the parties would enter into a shared driveway use agreement; and

D. Whereas, the parties hereto now wish to put such agreement in writing for the benefit of the aforementioned Lots One, Two, and Three;

Return to:  
RADCLIFFE LAW OFFICE SC  
107 MAIN ST  
BLACK RIVER FALLS, WI 54615

**AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

- 1) Contemporaneously with this Agreement, SUTTON is conveying to SCHROEPFER the aforementioned Lot One and in said conveyance is reserving a permanent ingress and egress easement across Lot One for the benefit of the aforementioned Lots Two and Three. Said easement is set forth on the above-referenced Certified Survey Map which is incorporated herein by reference.
- 2) The parties agree that said reservation of easement is for ingress and egress and for the installation, repair, and maintenance of any and all utilities that the owner(s) of Lots Two and Three may desire and/or require in the future. "Utilities" as used herein includes, but is not limited to, sewer, water, electric, and phone/internet.
- 3) The parties agree that they shall be proportionally responsible for all standard and routine maintenance and snow plowing of said easement across Lot One.
- 4) The parties agree that if any party does damage to the easement area that said party that caused the damage shall be solely responsible for the damage that they caused.
- 5) The parties agree that the driveway on Lot One is currently gravel. The parties agree that if the owner of any of Lots One, Two, or Three desire to improve the driveway on Lot One beyond it's current state, by way of example, to blacktop the driveway, then the party desiring said improvement shall be solely responsible for said improvement(s) and to maintain the same, except for any damages caused to said improvements, which would be the responsibility of the party causing said damage to repair.
- 6) SUTTON understands and agrees that if he sells Lot Two or Lot Three in the future that a separate shared driveway agreement may be necessary to determine the responsibilities of the owner(s) of Lots Two and Three in regard to the owner of Lot Three's use of the easement over said Lot Two. Nevertheless, this Agreement does cover the use of Lot One by the Owner's of Lots One, Two, and Three.

