

Document No.

**JOINT DRIVEWAY
EASEMENT AGREEMENT**

618975

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REGISTER OF DEEDS

GREEN COUNTY, WISCONSIN

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Virginia M. Bartelt

Bartelt Grob, S.C.

6300 University Ave. Ste. 200

Middleton, WI 53562

23-030-0480.0100

Parcel Numbers

THIS JOINT DRIVEWAY AGREEMENT (the *Agreement*) is between JBJ Land, LLC (*Parcel A Owner*) and Joel Grant and Jamie Grant (*Parcel B Owner*).

RECITALS:

A. Parcel A Owner is the owner of certain real property located in Green 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 Green 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 and depicted on the attached Exhibit C and referred to on the exhibit and in this Agreement as the *Easement Property*.

D. Parcel B Owner is installing an underground power line (including a junction box, the *Power Line*) in the Easement Property, which shall be located either adjacent to or beneath the Driveway, for the purpose of providing electricity to Parcel B.

D. Parcel B Owner is willing to create an easement over the Easement Property to enable Parcel A Owner to use the Driveway and the Power Line, 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 and for a joint driveway for ingress and egress to Walnut Road from Parcel A. Parcel A Owner's point of ingress and egress to the easement shall be at the east end of the easement.

Parcel B Owner further grants an exclusive easement and right of way to Parcel A Owner and Parcel A Owner's successors and assigns as the owner of Parcel A to connect to the Power Line for the purpose of providing electricity to Parcel A. Parcel A Owner's point of connection to the Power Line shall be at the electrical junction box to be installed on Parcel B in the vicinity of the east end of the easement adjacent to Parcel A. Parcel A Owner shall comply with all applicable laws, regulations and orders in connecting to the Power Line and constructing an electrical line to and across Parcel B, which shall be underground except as required for connecting points and shall enter Parcel A at the east end of the easement, and be located either beneath or adjacent to the Driveway.

2. **Permitted Users.** The easement granted in Section 1, above, may be used by the Parcel A Owner and its tenants, employees, and invitees in common with Parcel B Owner and its tenants, employees, and invitees. Parcel A Owner and Parcel B Owner recognize that the respective Parcels may be the subject of further land division. Use of the Easement Property is limited to use for two (2) residences with compatible outbuildings on Parcel A and two (2) residences with compatible outbuildings on Parcel B and is available for all agricultural use on Parcel A and Parcel B.

3. **Initial Construction.** Parcel B Owner shall be responsible for the construction of the Driveway, and for all expenses related to such construction. This construction of such portion of the Driveway shall include securing an access and driveway permit to ensure local government compliance for two residences, installing culverts, installing drainage swales to run water off the driveway and installing breaker rock and gravel and any other necessary items to ensure access and driveway permit compliance for two residences from Walnut Road to the existing red Cleary shed on Parcel B. Prior to Parcel A Owner's connection of the Power Line to Parcel A, Parcel A Owner shall reimburse Parcel B Owner for 50% of the expense of the installation of the Power Line. If Parcel A Owner requires access for construction of a residence on Parcel A prior to Parcel B Owner's commencement of construction of the Driveway but in any event no earlier than 30 days after Parcel B Owner's purchase of Parcel B, then Parcel A Owner may, after prior written notice to Parcel B Owner of not less than 30 days, become the Constructing Party and Parcel B Owner agrees to promptly reimburse Parcel A Owner for the expenses incurred for construction of the Driveway from Walnut Road to the existing red Cleary shed on Parcel B, together with interest at the rate of 8% per year on the unpaid amount.

4. **Maintenance Costs.** Until any building is constructed on the Non-Constructing Party's property, the Constructing Party shall bear all of the expenses 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 share equally all maintenance expenses of the Driveway from Walnut Road to the access point for the driveway that leads to the residence on Parcel A. Unless Parcel A Owner and Parcel B Owner agree otherwise, all maintenance, repair, and removal on such portion of the Driveway shall be performed by Parcel B Owner, and Parcel A Owner agrees to promptly pay its share of the expenses of maintenance, repair, and removal incurred by Parcel B Owner within 30 days of billing for the expenses. If Parcel A Owner does not promptly pay its share, Parcel B Owner may pay the full cost and then have an immediate right to reimbursement from Parcel A Owner, together with interest at the rate of 8% per year on the unpaid amount 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 of 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 under the regular rules of the American Arbitration Association applicable to construction disputes. Parcel A Owner shall be solely responsible for maintenance expenses of that portion of the Driveway on Parcel B that extends from the access point for the driveway that leads to the residence on Parcel A. In the event that Parcel A and/or Parcel B are further divided and an additional residence is added, then the 50% share of maintenance expenses, shall be split so that the existing residential parcel and the new residential parcel owner each pay 25% of the shared maintenance expenses and, in addition, for Parcel A, the non-shared driveway maintenance expenses shall be shared equally between the two residential lots created from Parcel A.

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. **Equal Rights of Use.** Parcel A Owner and Parcel B Owner shall have equal rights of ingress and egress over the shared portion of the Driveway and shall take no action to prevent the other party's enjoyment of such rights. Absent emergency or exceptional circumstances, Parcel A Owner shall refrain from parking on or travelling over any portion of the Easement Property that lies outside of the Driveway.

7. **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.

18. **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.

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

10. **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 Green County, Wisconsin.

11. **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.

12. **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.

13. **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.

14. **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 or arbitration is brought to enforce or construe this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

15. **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.

Signature pages are attached.

Dated: July 15, 2022.

Parcel A Owner:

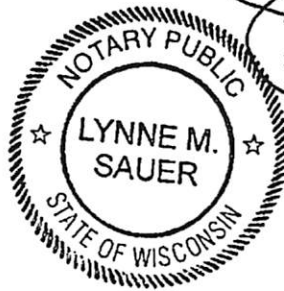
JBJ Land, LLC
a Utah limited liability company

[Signature]
By: Jared Gueller, Authorized Member

ACKNOWLEDGMENT

STATE OF WI
COUNTY OF Dane

This instrument was acknowledged before me on July 15, 2022, by Jared Gueller.



[Signature]
Lynne M. Sauer
Notary Public, State of Wisconsin
My commission expires: 08-09-23

RENEW, RELICENSE, OR ANY OTHER TRANSFER

Dated: July 15, 2022.

Parcel B Owner:

[Signature]
Joel Grant

[Signature]
Jamie Grant

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF Dane

This instrument was acknowledged before me on July 15, 2022, by Joel Grant and Jamie Grant.

[Signature]
Lynne M. Sauer

Notary Public, State of Wisconsin

My commission expires: 08-09-23

This document was drafted by
Virginia M. Bartelt
Bartelt Grob, S.C.
6300 University Avenue, Ste. 200
Middleton, WI 53562



EXHIBIT A

(Legal description of Parcel A)

LOT 1, CERTIFIED SURVEY MAP NO. 4654, RECORDED IN VOL. 20 OF CERTIFIED SURVEY
MAPS, PAGE 62, AS DOCUMENT NO. 542058, IN THE TOWN OF WASHINGTON, GREEN
COUNTY, WISCONSIN.

LICENSED TO: JAMES M. ABSTRACT AND NOT FOR SUBLICENSE, RELICENSE, OR ANY OTHER TRANSFER

EXHIBIT B

(Legal description of Parcel B)

LOT 1, CERTIFIED SURVEY MAP NO. 4631, RECORDED IN VOL. 20 OF CERTIFIED SURVEY
MAPS, PAGE 7, AS DOCUMENT NO. 537669, IN THE TOWN OF WASHINGTON, GREEN
COUNTY, WISCONSIN.

LICENSED TO: [REDACTED] ABSTRACT AND NOT FOR SUBLICENSE, RELICENSE, OR ANY OTHER TRANSFER

EXHIBIT C

(Legal description and depiction of Easement Property)

That part of Lot 1, of Certified Survey Map No. 4631, Recorded in Volume 20 of Certified Survey Maps of the Green County Register of Deeds Office, on Pages 7 thru 11, as Document No. 537669, being part of the NE ¼ & SE ¼ of the SE ¼ of Section 19 and part of the SW ¼ of the SW ¼ of Section 20, Township 3 North, Range 7 East, Town of Washington, Green County, Wisconsin, bounded and described as follows:

Commencing at the SE corner of Section 19-3-7; Thence N0°28'32"E along the East line of the SE ¼ of Section 19, 1276.85' to the South line of Lot 1, of Certified Survey Map No. 4631 and the point of beginning; thence N89°39'00"W along the South line of said Lot 1, 450.00'; thence S65°38'31"W along the South line of said Lot 1, 136.16'; thence S61°12'00"W along the South line of said Lot 1, 200.00'; thence S55°36'00"W along the South line of said lot 1, 280.00'; thence West along the South line of said Lot 1, 170.00'; thence N53°58'00"W along the South line of said Lot 1, 181.83' to the Easterly right of way line of Walnut Road; thence N1°49'50"E along said Easterly right of way line, 79.80'; thence S53°58'00"E, 205.23'; thence East, 128.10'; thence N55°36'00"E, 262.80'; thence N61°12'00"E, 205.79'; thence N65°38'30"E, 103.06' to the North line of said Lot 1; thence S88°39'00"E along the North line of said Lot 1, 492.61'; thence S88°38'38"E, 60.00'; to the South line of said Lot 1; thence S44°55'00"W, 60.72' to the point of beginning; subject to any and all easements of record.