

323218

Document No.

**JOINT DRIVEWAY
EASEMENT AGREEMENT**

SUSAN TRIGGS
REGISTER OF DEEDS
RICHLAND COUNTY, WI
323218

10/10/2019 02:42 PM
RECORDING FEE: 30.00
TRANSFER FEE: 0.00
FEE EXEMPTION:
PAGE COUNT 16

Return to:

Dennis Drake
Will pick up

16 pgs

Parcel Numbers

THIS JOINT DRIVEWAY AGREEMENT (the *Agreement*) is between Dennis J. Drake and Christine S. Drake (*Parcel A, Parcel C, Parcel D and Parcel F Owner*) Christopher S. Drake, a single person (*Parcel B Owner*) and Michael J. Drake and Barbara Drake, husband and wife, (*Parcel E Owner*).

RECITALS:

A. Parcel A Owner, Parcel C Owner, Parcel D Owner and Parcel F Owner is the owner of certain real property located in Richland County, Wisconsin, as described on the attached Exhibit A and referred to on the exhibit and in this Agreement as *Parcel A, Parcel C, Parcel D and Parcel F* respectively.

B. Parcel B Owner is the owner of certain real property located in Richland County, Wisconsin, as described on the attached Exhibit B and referred to on the exhibit and in this Agreement as *Parcel B*.

C. Parcel E Owner is the owner of certain real property located in Richland County, Wisconsin, as described on Exhibit C and referred to on the exhibit and in this Agreement as *Parcel E*. Title to Parcel E is vested in Michael Drake. Barbara Drake joins in this Agreement to convey said easements herein pursuant to her homestead or marital property rights, if any, in Parcel E.

D. Parcel A Owner, Parcel B Owner, Parcel C Owner, Parcel D Owner and Parcel E Owner wish to grant an easement over Parcel G more particularly described on Exhibit D as Parcel G and referred to on the exhibit and in this Agreement as the *Easement Property*. The easement runs from Soules Creek Road over Parcel A, Parcel B, Parcel C, Parcel D and Parcel E and terminates at the boundary line of Parcel F.

CONSENT OF MORTGAGEE OF PARCEL E

The undersigned, being the holder of a mortgage and real estate security agreement against E, consents to the above Agreement and agrees that its interest in Parcels E shall be subject to the terms of the Agreement.

The mortgage was granted by Michael J. Drake and Barbra Drake, husband and wife, to Farmers State Bank, dated May 16, 2011 and recorded in the Office of the Register of Deeds for Richland County on May 31, 2011 in Volume 568 of Records, page 578-581, as Document No. 294054.

The real estate security agreement was granted by Michael J. Drake, Barbara Drake, Dennis Drake and Christine Drake to Farmers State Bank dated May 16, 2011 and recorded in the Office of the Register of Deeds for Richland County on May 31, 2011 in Volume 568 of Records, page 582-583, as Document No. 294055.

Dated this 9th day of October, 2019.

FARMERS STATE BANK

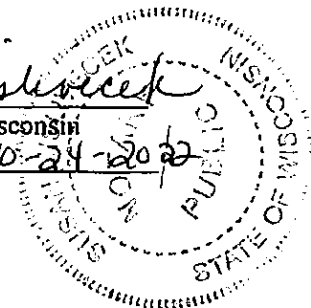
BY: Carol A. Jeffries
Executive Vice President (Title)

STATE OF WISCONSIN)
) ss.

~~COUNTY OF RICHLAND~~
Vernon County

Personally came before me this 9 day of October, 2019, the above named Carol Jeffries, as Exec VP of Farmers State Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jusan Mischke
Notary Public, State of Wisconsin
My commission expires: 10-24-2022



This instrument was drafted by:
Attorney Debra Schwarze

EXHIBIT A

(Legal description of Parcel A, Parcel C, Parcel D and Parcel F
owned by Dennis J. Drake and Christine Drake)

PARCEL A

Lot One (1) of CSM # 1105 dated June 28, 2019 and recorded in the Richland County Register of Deeds Office on June 28, 2019 in Volume 10 of CSMs on page 85 as Document No. 322241. Being Lot 1 CSM# 132 and other unplatted lands located in part of the Southwest Quarter of the Southeast Quarter and part of the Southeast Quarter of the Southwest Quarter of Section 26, and part of the Northwest Quarter of the Northeast Quarter and part of the Northeast Quarter of the Northwest Quarter of Section 35 Township 12 North, Range 1 East, Town of Henrietta, Richland County, Wisconsin.

PARCEL C

Located in part of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 26, and part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 35, all in Township 12 North, Range One (1) East, Town of Henrietta, Richland County, Wisconsin, bounded and described as follows:

Commencing at the South Quarter corner of Section 26; thence South 89° 36' 29" West, along the south line of the Southwest Quarter of Section 26, 591.61 feet; thence South, 24.37 feet to the southeast corner of Richland County Certified Survey Map No. 132 and the point of beginning of the parcel hereinafter described; thence South 28° 15' 18" West, 171.49 feet; thence North 55° 00' 18" West, 297.33 feet; thence North 43° 09' 55" East, 145.83 feet; thence South 60° 47' 02" East, 257.79 feet to the point of beginning.

Together with and subject to an easement for ingress and egress, the centerline of which is described as follows:

Commencing at the South Quarter corner of Section 26; thence South 89° 36' 29" West, along the South line of the Southwest Quarter; thence South 24.37 feet to the Southeast corner of Richland County Certified Survey Map No. 132; thence South 28° 15' 18" West, 79.36 feet to the point of beginning of the following described centerline; thence North 86° 06' 33" West, 86.60 feet; thence North 78° 51' 05" West, 84.12 feet; thence North 08° 40' 20" West, 51.16 feet; thence North 49° 33' 07" East, 79.23 feet; thence North 39° 46' 20" East, 45.02 feet; thence North 23° 26' 22" East, 70.98 feet; thence North 35° 58' 47" East, 110.71 feet; thence North 17° 22' 35" East, 66.34 feet; thence North 27° 42' 40" West, 74.90 feet; thence North 81° 24' 35" West, 259.50 feet to a point in the centerline of Soules Creek Road and the point of termination of said centerline.

PARCEL D

Lot Two (2) of CSM # 1105 dated June 28, 2019 and recorded in the Richland County Register of Deeds Office on June 28, 2019 in Volume 10 of CSMs on page 85 as Document No. 322241. Being Lot 1 CSM# 132 and other unplatted lands located in part of the Southwest Quarter of the Southeast Quarter and part of the Southeast Quarter of the Southwest Quarter of Section 26, and

part of the Northwest Quarter of the Northeast Quarter and part of the Northeast Quarter of the Northwest Quarter of Section 35 Township 12 North, Range 1 East, Town of Henrietta, Richland County, Wisconsin.

Subject to a 66" wide easement as shown on the proposed CSM.

PARCEL F

Being located in part of the Southeast quarter of the Southwest quarter and part of the Southwest quarter of the Southeast quarter of Section 26, and part of the Northeast quarter of the Northwest quarter and part of the Northwest quarter of the Northeast quarter of Section 35, all in Township 12 North, Range 1 East, Town of Henrietta, Richland County, Wisconsin.

Commencing at the South quarter corner of Section 26;
Thence North 89° 25' 46" East, along the South line of the Southeast quarter of Section 26, 666.44 feet to the point of beginning of the lands Hereinafter described;
Thence South 00° 05' 24" West, along the West line of the East half of the Northwest quarter of the Northeast quarter of Section 35, 1329.58 feet to a point on the South line of the Northwest quarter of the Northeast quarter;
Thence South 89° 42' 40" West, along said South line, 670.14 feet to the Southwest corner of the Northwest quarter of the Northeast quarter;
Thence South 89° 18' 56" West, along the South line of the Northeast quarter of the Northwest quarter, 179.29 feet;
Thence North 03° 33' 54" West, 296.35 feet to a point on the centerline of a private drive;
Thence North 74° 25' 43" East, along said centerline, 90.76 feet;
Thence North 63° 29' 54" East, along said centerline, 111.78 feet;
Thence North 42° 15' 25" East, along said centerline, 123.48 feet;
Thence North 16° 15' 33" East, along said centerline, 67.09 feet;
Thence North 04° 21' 13" West, along said centerline, 13.23 feet;
Thence North 14° 12' 51" West, along said centerline, 92.79 feet;
Thence North 45° 00' 54" East, 374.69 feet;
Thence North 08° 01' 53" East, 356.55 feet;
Thence North 78° 28' 14" West, 650.65 feet;
Thence North 64° 06' 01" East, 501.42 feet;
Thence North 27° 49' 29" East, 822.36 feet;
Thence North 89° 08' 23" East, 762.18 feet to a point on the east line of the Southwest quarter of the Southeast quarter of Section 26;
Thence South 00° 12' 03" West, along said East line, 992.89 feet to the Southeast corner of the Southwest quarter of the Southeast quarter;
Thence South 89° 25' 46" West, along the South line of the Southeast quarter of Section 26, 666.43 feet to the point of beginning.

EXHIBIT B

(Legal description of Parcel B owned by Christopher S. Drake)

Commencing at the S 1/4 corner of Section 26, T12N, R1E; thence South, 69.88 feet; thence West, 558.57 feet to the point of beginning; thence N 64° 58' 53" W, 258.24 feet; thence N 29° 19' 17" E, 314.42 feet; thence N 82° 58' 26" E, 94.82 feet; thence S 79° 11' 03" E, 212.62 feet; thence S 15° 51' 47" W, 106.53 feet; thence S 52° 56' 10" W, 148.14 feet; thence S 24° 50' 16" W, 179.95 feet to the point of beginning.

Said parcel contains 2.31 acres, more or less, and is subject to and have the use of an easement 16.50 feet in width the centerline of which shall be described as follows:

Commencing at the S 1/4 corner of Section 26, T12N, R1E; thence South, 69.88 feet; thence West, 558.57 feet to the Southeast corner of Lot 1; thence N 24° 50' 16" E, 179.95 feet; thence N 52° 56' 10" E, 148.14 feet; thence N 15° 51' 47" E, 10.21 feet to the point of beginning of the easement; thence N 79° 26' 10" W, 233.60 feet along the centerline of the easement; thence N 31° 51' 46" W, 74.90 feet along the centerline of the easement; thence N 85° 33' 41" W, 259.50 feet along the centerline of the easement to a point on the centerline of Soules Creek Road, said point being the end of the easement.

Said parcel is also subject to a non-exclusive easement for driveway purposes being 12 feet in width recorded in Volume 144, Page 51 and 52.

Also described as Lot One (1) of Certified Survey Map No. 132 recorded in the Richland County Register of Deeds Office on July 26, 1993 in Volume 1 of CSMs on page 345 as Document No. 209978, being located in the SE 1/4-SW 1/4 of Section 26, and the NE 1/4-NW 1/4 of Section 35, T12N, R1E, Town of Henrietta, Richland County, Wisconsin.

EXHIBIT C

(Legal description of Parcel E owned by Michael J. Drake)

A parcel of land in the Southeast 1/4 of the Southwest 1/4 of Section 26, Town 12 North, Range 1 East, Richland County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Forty; thence East 933.15 feet and thence South 870.86 feet to the point of beginning; thence South $24^{\circ} 57' 40''$ West, 180.00 feet; thence South $54^{\circ} 10' 15''$ East 231.28 feet; thence North $27^{\circ} 31' 42''$ East 265.22 feet; thence North $74^{\circ} 51' 11''$ West, 242.56 feet to the point of beginning. ALSO, an easement to a 12' wide driveway the centerline of which is described as follows:

Commencing at the Northwest corner of said Forty; thence South 970.00 feet and thence East 521.3 feet to the centerline of a town road and the point of beginning; thence South $88^{\circ} 15' 20''$ East, 242.0 feet along the centerline of said driveway; thence south $66^{\circ} 39' 15''$ East, 39.5 feet along said centerline; thence South $29^{\circ} 20' 57''$ East, 49.45 feet along said centerline; thence South $1^{\circ} 31' 10''$ West, 41.9 feet along said centerline; thence South $24^{\circ} 41'$ West, 55.0 feet along said centerline; thence South $31^{\circ} 50'$ West, 90.0 feet along said centerline; thence South $17^{\circ} 54' 11''$ West, 91.34 feet along said centerline; thence South $41^{\circ} 02' 56''$ West, 139.04 feet along said centerline; thence South $48^{\circ} 55' 21''$ East, 41.21 feet along said centerline; thence South $84^{\circ} 14' 40''$ East, 57.2 feet along said centerline; thence North $72^{\circ} 33' 40''$ East, 177.05 feet along said centerline to the end of said centerline.

EXHIBIT D

(Legal Description of Parcel G – Easement Property)

Being located in part of the Southeast quarter of the Southwest quarter and part of the Southwest quarter of the Southeast quarter of Section 26, and part of the Northeast quarter of the Northwest quarter and part of the Northwest quarter of the Northeast quarter of Section 35, all in Township 12 North, Range 1 East, Town of Henrietta, Richland County, Wisconsin.

Commencing at the South quarter corner of Section 26;

Thence North 89° 25' 46" East, along the South line of the Southeast quarter of Section 26, 666.44 feet to the point of beginning of the lands Hereinafter described;

Thence South 00° 05' 24" West, along the West line of the East half of the Northwest quarter of the Northeast quarter of Section 35, 1329.58 feet to a point on the South line of the Northwest quarter of the Northeast quarter;

Thence South 89° 42' 40" West, along said South line, 670.14 feet to the Southwest corner of the Northwest quarter of the Northeast quarter;

Thence South 89° 18' 56" West, along the South line of the Northeast quarter of the Northwest quarter, 179.29 feet;

Thence North 03° 33' 54" West, 296.35 feet to a point on the centerline of a private drive;

Thence North 74° 25' 43" East, along said centerline, 90.76 feet;

Thence North 63° 29' 54" East, along said centerline, 111.78 feet;

Thence North 42° 15' 25" East, along said centerline, 123.48 feet;

Thence North 16° 15' 33" East, along said centerline, 67.09 feet;

Thence North 04° 21' 13" West, along said centerline, 13.23 feet;

Thence North 14° 12' 51" West, along said centerline, 92.79 feet;

Thence North 45° 00' 54" East, 374.69 feet;

Thence North 08° 01' 53" East, 356.55 feet;

Thence North 78° 28' 14" West, 650.65 feet;

Thence North 64° 06' 01" East, 501.42 feet;

Thence North 27° 49' 29" East, 822.36 feet;

Thence North 89° 08' 23" East, 762.18 feet to a point on the east line of the Southwest quarter of the Southeast quarter of Section 26;

Thence South 00° 12' 03" West, along said East line, 992.89 feet to the Southeast corner of the Southwest quarter of the Southeast quarter;

Thence South 89° 25' 46" West, along the South line of the Southeast quarter of Section 26, 666.43 feet to the point of beginning.

Together with and subject to a 66 foot wide easement for ingress and egress:

Being located in part of the Southeast quarter of the Southwest quarter and part of the Southwest quarter of the Southeast quarter of Section 26, and part of the Northeast quarter of the Northwest quarter and part of the Northwest quarter of the Northeast quarter of Section 35, all in Township 12 North, Range 1 East, town of Henrietta, Richland County, Wisconsin.

Commencing at the South quarter corner of Section 26;

Thence South 89° 24' 31" West, along the South line of the Southwest quarter, 882.18 feet;

Thence North, 389.84 feet to the point of beginning of the centerline of an existing 16.5 foot

wide easement for ingress and egress described hereinafter;

Thence South 81° 43' 37" East, along the centerline of an existing gravel driveway and said easement centerline, 259.50 feet;

Thence South 28° 01' 42" East, along said centerline, 74.90 feet;

Thence South 17° 03' 33" West, along said centerline, 66.34 feet;

Thence South 35° 39' 45" West, along said centerline, 110.71 feet;

Thence South 23° 07' 20" West, along said centerline, 70.98 feet;

Thence South 39° 27' 18" West, along said centerline, 45.02 feet;

Thence South 49° 14' 05" West, along said centerline, 79.23 feet;

Thence South 08° 59' 22" East, along said centerline, 51.16 feet;

Thence South 79° 10' 07" East, along said centerline 84.12 feet;

Thence South 86° 25' 35" East, along said centerline, 86.05 feet to the point of termination of said 16.5 foot wide easement and the point of beginning of a 66 foot wide easement for ingress and egress;

Thence South 72° 13' 21" East, along said centerline, 208.40 feet;

Thence South 79° 46' 41" East, along said centerline, 98.12 feet;

Thence South 58° 00' 39" East, along said centerline, 55.39 feet;

Thence South 30° 47' 40" East, along said centerline, 296.48 feet;

Thence South 43° 57' 18" East, along said centerline, 294.91 feet to the point of termination of said 66 foot wide easement.

AGREEMENT

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

1. Grant of Easement.

A. Parcel A Owner Grant of Easements.

- i. Parcel A Owner grants to Parcel B Owner and Parcel B Owner's successors and assigns as the owner of Parcel B a perpetual, assignable, non-exclusive easement to use that portion of the driveway and easement property that crosses over Parcel A property as a joint driveway for ingress and egress to Soules Creek Road from Parcel B.
- ii. Parcel A Owner grants to Parcel C Owner and Parcel C Owner's successors and assigns as the owner of Parcel C a perpetual, assignable, non-exclusive easement to use that portion of the driveway and easement property that crosses over Parcel A property as a joint driveway for ingress and egress to Soules Creek Road from Parcel C.
- iii. Parcel A Owner grants to Parcel D Owner and Parcel D Owner's successors and assigns as the owner of Parcel D a perpetual, assignable, non-exclusive easement to use that portion of the driveway and easement property that crosses over Parcel A property as a joint driveway for ingress and egress to Soules Creek Road from Parcel D.
- iv. Parcel A Owner grants to Parcel E Owner and Parcel E Owner's successors and assigns as the owner of Parcel E a perpetual, assignable, non-exclusive easement to use that portion of the driveway and easement property that crosses over Parcel A property as a joint driveway for ingress and egress to Soules Creek Road from Parcel E.
- v. Parcel A Owner grants to Parcel F Owner and Parcel F Owner's successors and assigns as the owner of Parcel F a perpetual, assignable, non-exclusive easement to use that portion of the driveway and easement property that crosses over Parcel A property as a joint driveway for ingress and egress to Soules Creek Road from Parcel F.

B. Parcel B Owner Grant of Easements.

- i. Parcel B Owner grants to Parcel C Owner and Parcel C Owner's successors and assigns as the owner of Parcel C a perpetual, assignable, non-exclusive easement to use that portion of the driveway and easement property that crosses over Parcel B property as a joint driveway for ingress and egress to Soules Creek Road from Parcel C.
- ii. Parcel B Owner grants to Parcel D Owner and Parcel D Owner's successors and assigns as the owner of Parcel D a perpetual, assignable, non-exclusive easement to use that portion of the driveway and easement property that crosses over Parcel B property as a joint driveway for ingress and egress to Soules Creek Road from Parcel D.
- iii. Parcel B Owner grants to Parcel E Owner and Parcel E Owner's successors and assigns as the owner of Parcel E a perpetual, assignable, non-exclusive easement to use that portion of the driveway and easement property that crosses over Parcel B property as a joint driveway for ingress and egress to Soules Creek Road from Parcel E.
- iv. Parcel B Owner grants to Parcel F Owner and Parcel F Owner's successors and assigns as the owner of Parcel F a perpetual, assignable, non-exclusive easement to use that portion of the driveway and easement

property that crosses over Parcel B property as a joint driveway for ingress and egress to Soules Creek Road from Parcel F.

C. Parcel C Owner Grant of Easements.

- i. Parcel C Owner grants to Parcel D Owner and Parcel D Owner's successors and assigns as the owner of Parcel D a perpetual, assignable, non-exclusive easement to use that portion of the driveway and easement property that crosses over Parcel C property as a joint driveway for ingress and egress to Soules Creek Road from Parcel D.
- ii. Parcel C Owner grants to Parcel E Owner and Parcel E Owner's successors and assigns as the owner of Parcel E a perpetual, assignable, non-exclusive easement to use that portion of the driveway and easement property that crosses over Parcel C property as a joint driveway for ingress and egress to Soules Creek Road from Parcel E.
- iii. Parcel C Owner grants to Parcel F Owner and Parcel F Owner's successors and assigns as the owner of Parcel F a perpetual, assignable, non-exclusive easement to use that portion of the driveway and easement property that crosses over Parcel C property as a joint driveway for ingress and egress to Soules Creek Road from Parcel F.

D. Parcel D Owner Grant of Easements.

- i. Parcel D Owner grants to Parcel E Owner and Parcel E Owner's successors and assigns as the owner of Parcel E a perpetual, assignable, non-exclusive easement to use that portion of the driveway and easement property that crosses over Parcel D property as a joint driveway for ingress and egress to Soules Creek Road from Parcel E.
- ii. Parcel D Owner grants to Parcel F Owner and Parcel F Owner's successors and assigns as the owner of Parcel F a perpetual, assignable, non-exclusive easement to use that portion of the driveway and easement property that crosses over Parcel D property as a joint driveway for ingress and egress to Soules Creek Road from Parcel F.

E. Parcel E Owner Grant of Easements.

- i. Parcel E Owner grants to Parcel F Owner and Parcel F Owner's successors and assigns as the owner of Parcel F a perpetual, assignable, non-exclusive easement to use that portion of the driveway and easement property that crosses over Parcel E property as a joint driveway for ingress and egress to Soules Creek Road from Parcel F.

2. Permitted Users. The easements granted in Section 1, above, may be used by the grantors of the easements and his/her/their/its tenants, employees, customers, and invitees in common with the grantees of the easements and his/her/their/its tenants, employees, customers, and invitees.

3. Overburdening Easement Property. The easement property shall be limited to serve one single family home on each of the following parcels: Parcel A, Parcel B, Parcel C, Parcel D, Parcel E and Parcel F. Use of the driveway over the easement property by more than one single family home per each parcel described above shall be prohibited as an overburden to the properties subject to the easement

4. Shared Maintenance Costs. Shared Maintenance costs shall include all maintenance, costs for repair and replacement of the bridge located on Parcel A and all snowplowing, grading, graveling, repairing and maintaining the gravel driveway on the Easement Property beginning at the Soules Creek Road crossing Parcel A, Parcel B, Parcel C, Parcel D and ending on Parcel E where the driveway is adjacent to the shed as depicted on Lot 2 of CSM No. 1105 recorded June 28, 2019 in volume CSMs on page 85 as Document No. 322241.

5. Payment of Shared Maintenance Costs. The original three parties to this Joint Driveway Easement Agreement shall each pay one-third of the Shared Maintenance Costs as described above: Dennis J. Drake and Christine S. Drake shall pay one third of the Shared Maintenance Costs, Christopher S. Drake shall pay one-third of the Shared Maintenance Costs and Michael J. Drake and Barbra Drake shall pay one third of the Shared Maintenance Costs. As long as the original 3 parties to this driveway agreement are the only owners of Parcel A, Parcel B, Parcel C, Parcel D and Parcel E and Parcel F they shall each pay one third of the maintenance costs even if parcels are sold or conveyed between the original three parties or spouses names are added to title to the parcels. At the time Parcel A, Parcel B, Parcel C, Parcel D, Parcel E or Parcel F is conveyed to a party other than the original parties to this agreement described above, the cost of the Shared Maintenance of the driveway shall be divided equally between the original parcel owners, their assigns or successors in interest and each new the owner of Parcel A, Parcel B, Parcel C, Parcel D, Parcel E and Parcel F. *The shares are based on the number of owners; not the number of parcels. If any of the three original parcel owners sell such that there are only three owners in total after the sale, then each owner still pays for an equal one-third share. If any original parcel owners sell and after the sale there are more than three owners, the shares are then split equally between the number of owners in total. For example, if Parcel F was sold to an outside party such that there are still only three owners, each owner would pay for an equal one-third share. However, if Parcel C was sold to an outside party that there are now four owners, the costs are split in equal one-fourth shares.* The cost of snowplowing, grading, graveling, repairing and maintaining the gravel driveway on the Easement Property shall be paid by parcel F owner from the point where the driveway is located adjacent to the shed as depicted on Lot 2 of CSM No. 1105 recorded June 28, 2019 in Volume CSMs on page 85 as Document No. 322241 and continuing therefrom on the Easement Property across Parcel E until it reaches Parcel F. Unless the owners of Parcel A, Parcel B, Parcel C, Parcel D, Parcel E and Parcel F agree otherwise, all Shared Maintenance Costs shall be performed by Parcel A Owner. Parcel B Owner, Parcel C Owner, Parcel D Owner, Parcel E Owner, and Parcel F Owner agree to promptly pay his/her/their share of the Shared Maintenance Costs incurred by *Parcel A Owner* within 30 days of billing for the expenses in such shares as described above in this paragraph. Repairs and maintenance shall be performed at such times and in such a manner as agreed to the parties in writing. If the parties are unable to agree within 10 days of a written request by the owner of Parcel A, Parcel B, Parcel C, Parcel D, Parcel E or *Parcel F* on the need for the repair or maintenance, then the matter shall be referred, upon *any party's* request, to arbitration.)

6. Equal Rights of Use. Parcel A Owner, Parcel B Owner, Parcel C Owner, Parcel D Owner, Parcel E Owner and Parcel F Owner shall have equal rights of ingress and egress over the Driveway and shall take no action to prevent the other parties' enjoyment of such rights.

7. Covenants Run with Land.

a. 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, Parcel B Owner, Parcel C Owner, Parcel D Owner, Parcel E Owner *and Parcel F Owner* and their respective successors and assigns.

b. The easement granted to Parcel B Owner under Paragraph 1. A. i. of this Agreement is an easement appurtenant to Parcel B and may not be transferred separately from, or severed from, title to Parcel B. Furthermore, the benefit of the easement granted under this Agreement shall not be extended to any properties other than Parcel B without the consent of Parcel A Owner.

c. The easements granted to Parcel C Owner under Paragraph 1. A. ii and Paragraph B. i. of this Agreement are easements appurtenant to Parcel C and may not be transferred separately from, or severed from, title to Parcel C. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than Parcel C without the consent of Parcel A and Parcel C Owners.

d. The easements granted under Paragraph 1. A. iii, Paragraph 1. B. ii and Paragraph 1. C. i. of this Agreement are easements appurtenant to Parcel D and may not be transferred separately from, or severed from, title to Parcel D. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than Parcel D without the consent of Parcel A, Parcel B and Parcel C Owners.

e. The easements granted under Paragraph 1. A. iv., Paragraph 1. B. iii, Paragraph 1. c. ii and Paragraph 1. D. i of this Agreement are easements appurtenant to Parcel E and may not be transferred separately from, or severed from, title to Parcel E. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than Parcel E without the consent of Parcel A, Parcel B, Parcel C and Parcel D Owners.

f. The easements granted under Paragraph 1. A. v., Paragraph 1. B. iv, Paragraph 1. C. iii. and Paragraph 1. D. ii of this Agreement are easements appurtenant to Parcel F and may not be transferred separately from, or severed from, title to Parcel F. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than Parcel F without the consent of Parcel A, Parcel B, Parcel C, Parcel D and Parcel E Owners.

g. The specific parties named as Parcel A Owner, Parcel B Owner, Parcel C Owner, Parcel D Owner, Parcel E Owner and Parcel F Owner in this Agreement, and each of their respective successors and assigns as fee simple owners of Parcel A, Parcel B, Parcel C, Parcel D, Parcel E and Parcel F respectively, or any portion of Parcel A, Parcel B, Parcel C, Parcel D, Parcel E and Parcel F 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, Parcel B, Parcel C, Parcel D, Parcel E and Parcel F respectively, except, however, for obligations that accrued during the party's period of ownership of title.

8. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent Parcel B Owner, Parcel C Owner, Parcel D Owner, Parcel E Owner or Parcel F 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 Richland 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.

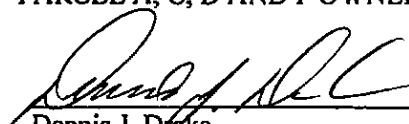
13. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

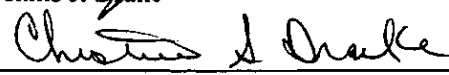
14. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief.

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, Parcel B Owner, Parcel C Owner, Parcel D Owner, Parcel E Owner and Parcel F 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.

Dated this ___ day of October, 2019.

PARCEL A, C, D AND F OWNERS

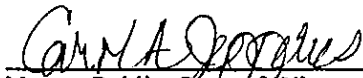


Dennis J. Drake


Christine S. Drake

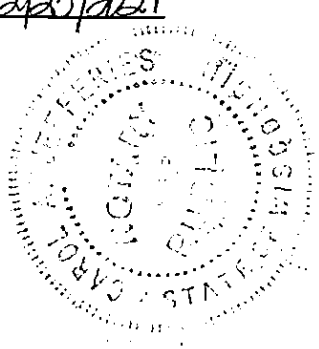
STATE OF WISCONSIN)
) ss.
COUNTY OF RICHLAND)

Personally came before me this 9th day of October, 2019, the above named Dennis J. Drake and Christine S. Drake, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

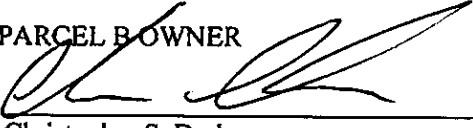


Notary Public, State of Wisconsin
My commission expires: 12/25/2021

SIGNATURES CONTINUED ON FOLLOWING PAGE

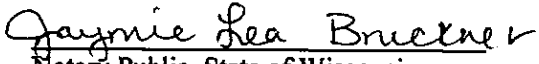


Dated this 8 day of October, 2019.

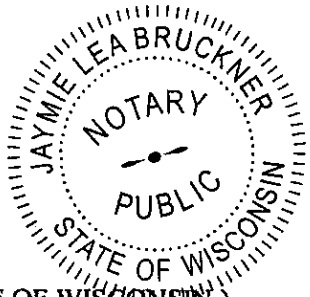
PARCEL B OWNER

Christopher S. Drake

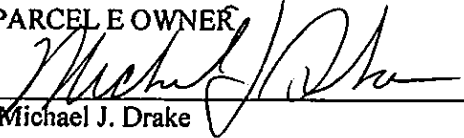
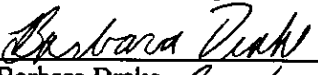
STATE OF WISCONSIN)
) ss.
COUNTY OF RICHLAND)

Personally came before me this 8th day of October, 2019, the above named Christopher S. Drake, to me known to be the person who executed the foregoing instrument and acknowledged the same.


Notary Public, State of Wisconsin
My commission expires: 5/1/2023

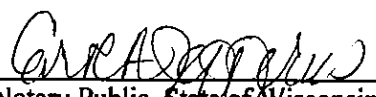
Dated this 8th day of October, 2019.



PARCEL E OWNER

Michael J. Drake

Barbara Drake Barbra Drake

STATE OF WISCONSIN)
) ss.
COUNTY OF RICHLAND)

Personally came before me this 9th day of October, 2019, the above named Michael J. Drake and Barbara Drake, to me known to be the persons who executed the foregoing instrument and acknowledged the same.


Notary Public, State of Wisconsin
My commission expires: 12/31/2021



CONSENT OF MORTGAGEE OF PARCELS A, C, D AND F

The undersigned, being the holder of a mortgage and real estate security agreement against Parcels A, C, D and F, consents to the above Agreement and agrees that its interest in Parcels A, C, D and F shall be subject to the terms of the Agreement.

The mortgage was granted by Dennis Drake and Christine Drake, husband and wife, to Farmers State Bank dated April 28, 2009 and recorded in the Office of the Register of Deeds for Richland County on May 26, 2009 in Volume 539 of Records, page 187-190, as Document No. 287350.

The real estate security agreement was granted by Dennis Drake and Christine Drake to Farmers State Bank dated August 16, 2010 and recorded in the Office of the Register of Deeds for Richland County on August 19, 2010 in Volume 557 of Records, page 9-10, as Document no. 291477.

The real estate security agreement was granted by Dennis Drake and Christine Drake to Farmers State Bank in dated May 16, 2011 and recorded in the Office of the Register of Deeds for Richland County on May 31, 2011 in Volume 568 of Records, page 582, as Document No. 294055.

Dated this 9th day of October, 2019.

FARMERS STATE BANK

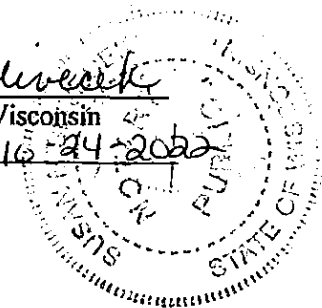
BY: Carol A. Jeffries
Executive Vice President (Title)

STATE OF WISCONSIN)
) ss.

~~COUNTY OF RICHLAND~~
Vernon County

Personally came before me this 9 day of October, 2019, the above named Carol Jeffries, as Exec VP of Farmers State Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Susan M. Mielke
Notary Public, State of Wisconsin
My commission expires: 10-24-2022



CONSENT OF MORTGAGEE OF PARCEL B

The undersigned, being the holder of three mortgages against Parcel B, consents to the above Agreement and agrees that its interest in Parcel B shall be subject to the terms of the Agreement.

The first mortgage was granted by Christopher S. Drake to Farmers State Bank, dated October 20, 2015 and recorded in the Office of the Register of Deeds for Richland County on October 29, 2015 as Document No. 310578.

The second mortgage was granted by Christopher S. Drake to Farmers State Bank, dated October 20, 2015 and recorded in the Office of the Register of Deeds for Richland County on July 16, 2016 as Document No. 312747.

The third mortgage was granted by Christopher S. Drake to Farmers State Bank, dated June 2, 2017 and recorded in the Office of the Register of Deeds for Richland County on June 8, 2017 as Document No. 315984.

Dated this 9th day of October, 2019.

FARMERS STATE BANK

BY: Carol A. Jefferies
Executive Vice President (Title)

STATE OF WISCONSIN)
) ss.
COUNTY OF RICHLAND)
Vernon County

Personally came before me this 9 day of October, 2019, the above named Carol Jefferies as Exec VP of Farmers State Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Susan M. Livicki
Notary Public, State of Wisconsin
My commission expires: 10-24-2022

