

578012

DUNN COUNTY, WI
REGISTER OF DEEDS
JAMES H. MRDUTT

RECORDED ON
02/17/2011 12:05PM

REC FEE: 30.00
FEE EXEMPT #:

PAGES: 5

Document No.

**JOINT DRIVEWAY
MAINTENANCE AGREEMENT**

*This Document is being recorded to correct Document No. 577914.
Said document was recorded without Exhibits A and B, which
contain the legal descriptions affected by this Agreement and
which are attached hereto.*

Return to and DRAFTED BY:
Tony R. Schrader, Attorney

016-1056-04 & 016-1053-05 010
Parcel Numbers

THIS JOINT DRIVEWAY AGREEMENT (the *Agreement*) is between LARRY J. PEMBER, a single person (*PEMBER*), and DOUGLAS G. GANE and PAMELA J. GANE, husband and wife (*GANE*).

RECITALS:

- A. PEMBER is the owner of certain real property located in Dunn County, Wisconsin, as described on the attached Exhibit A and referred to on the exhibit and in this Agreement as *Parcel A*.
- B. GANE is the owner of certain real property located in Dunn County, Wisconsin, as described on the attached Exhibit B and referred to on the exhibit and in this Agreement as *Parcel B*.
- C. PEMBER and GANE wish that this Agreement be executed and recorded in order to set forth certain provisions relating to an existing driveway used by both parties (*Driveway*). Said Driveway is located within a 66' wide access easement that runs along the West side of Parcel B, as reflected on Certified Survey Map No. 1300 as recorded in Volume 5 of Certified Survey Maps, page 101, Document No. 410161.

AGREEMENT

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

- 1. Maintenance Costs and Responsibilities.** Unless PEMBER and GANE agree otherwise, PEMBER shall be responsible for the performance and/or costs of grading the Driveway during the months of May through October. Unless PEMBER and GANE agree otherwise, GANE shall be responsible for the performance and/or costs of maintenance and snow removal during the months of October through May. Unless PEMBER and GANE agree otherwise, the parties shall share equally all other responsibilities and/or costs relating to the Driveway.
- 2. Equal Rights of Use.** PEMBER and GANE 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.

3. **Other Landowners.** PEMBER and GANE acknowledge and agree the easement encompassing the Driveway and the Driveway itself encumbers lands owned by other parties. They further acknowledge and agree that this Agreement is not binding upon those land owners and is not enforceable against them.

4. **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 PEMBER and GANE and their respective successors and assigns.

5. **Non-Use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent PEMBER from later use of the easement rights to the fullest extent authorized in this Agreement.

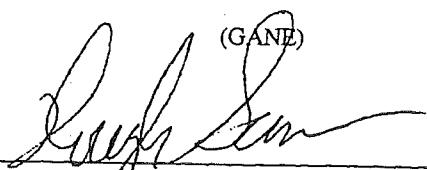
6. **No Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever. PEMBER and GANE agree to cooperate with each other and to take such measures as may 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.

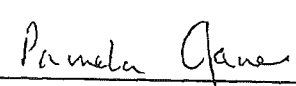
Dated: 2-2-11, 2011.

(PEMBER)


Name: LARRY J. PEMBER

(GANE)


Name: DOUGLAS G. GANE


Name: PAMELA J. GANE

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF Dunn

This instrument was acknowledged before me on 2-2, 2011, by
LARRY J. PEMBER.

[Signature]
(Name of notary public)
Notary Public, State of Wisconsin
My commission expires: 10-16-11

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF Dunn

This instrument was acknowledged before me on 2-2, 2011, by
DOUGLAS G. GANE and PAMELA J. GANE.

[Signature]
(Name of notary public)
Notary Public, State of Wisconsin
My commission expires: 10-16-11

