2t. Lots 1 & 2 CSM 1162 recorded in 4 SM 227

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DRIVEWAY MAINTENANCE AGREEMENT

Agreement reached between Daniel and Diane DeMoe of Colfax, Wisconsin, (hereinafter called DeMoes), and Edward J. and Phyllis A. Styer of Colfax, Wisconsin, (hereinafter called Styers);

WHEREAS, DeMoes have sold real estate to Styers, said interest including an easement over an existing driveway for purpose of ingress and egress, on the following described parcel: The North 33' of Lot Two of Certified Survey Map Number 1162, recorded in Volume Four (4) of Survey Maps, page 227, in the Register of Deeds Office for Dunn County, Wisconsin, hereinafter called the "Styer Driveway;" and

WHEREAS, as part of the above real estate transaction with Styers, DeMoes retained an easement over an existing driveway for purposes of ingress and egress, on the following described parcel: The North 33' of Lot One of Certified Survey Map Number 1162, recorded in Volume Four (4) of Survey Maps, page 227, in the Register of Deeds Office for Dunn County, Wisconsin, hereinafter called the "Styer Driveway;" and

WHEREAS, DeMoes and styers recognize, at the time of execution of this Agreement, that the Colfax Township will plow the Styer driveway and the DeMoe driveway, but will not maintain said driveway.

NOW THEREFORE, it is agreed by and between the above named parties as further consideration of the above real estate transaction, and for other good and valuable consideration as follows:

- 1. DeMoes shall, at their cost and without right of reimbursement, maintain the DeMoe driveway in substantially its present condition so as to allow continued ingress and egress across such driveway.
- Styers shall, at their cost and without right of reimbursement, maintain the Styer driveway in substantially its present condition so as to allow continued ingress and egress across such driveway.
- 3. The term "maintain" for purposes of the above paragraphs shall include resurfacing, grading, ditching, clearing, plowing (to the extent not provided by the Township),

and/or all other steps necessary to properly maintain such driveway and allow for its continued use.

Dated this 23rd day of June, 1993.

Raniel De Wood

& diane de mae

Diane Delice

Edward J. Styer

Chiples A. Styer
Phyllis A. Styer

Subscribed and sworn before me this _232 day of June, /1993.

Notaty Public, State of Wisconsin My Chamission Expires 4-23-35

My-Commission Expires 4-23-45

This document drafted by:
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