

DOCUMENT NO.

COMMON ACCESS
AGREEMENT
INGRESS/EGRESS
CONSTRUCTION AND
MAINTENANCE
AGREEMENT

THIS SPACE RESERVED FOR RECORDING DATA

This Agreement made this _____ day of _____, 2002, by and between Wade C. King and Merri C. King, husband and wife,

and

WHEREAS, the above parties are owners of the following parcels of land in Section 9, Township 28 North, Range 11 West, Town of Elk Mound, County of Dunn, State of Wisconsin, legally described as follows:

Certified Survey Map # _____ recorded in Volume _____ of Survey Maps Page _____ as Document # _____

RETURN TO: SCHOFIELD & HIGLEY, S.C.
700 WOLSKE BAY ROAD
MENOMONIE, WI 54751

Parcel Identification Number (PIN)

WHEREAS, all of the above parties have at least partial access to their property over the common access located on 865th Street and depicted on Certified Survey Map #2367 described above.

WHEREAS, the parties hereto have reached an agreement with regard to the repair, maintenance, and improvement of said access located on said parcels.

NOW, THEREFORE, the parties hereto in consideration of one dollar and other good and valuable consideration and the conditions and covenants contained herein agree as follows:

1. The parties hereto agree that the obligation and cost of repair, maintenance and improvement of said access, including snow removal shall be shared by the owners of the parcels described herein, based upon each owner's proportionate total frontage abutting the access; provided, however, that any expense other than snow removal which shall be in a total amount in excess of one hundred dollars (\$100.00) must be expressly agreed upon in advance by a majority of the owners given rights to utilize such easement hereto.

Provided however, no owner of a lot with less than five hundred feet (500') of access road frontage will be assessed more than one-twelfth (1/12) of the cost of a repair, maintenance or improvement. Failure of any party to promptly pay for their share of any expense incurred in accordance with this Agreement shall result in such share becoming a lien on said party's property, and the party who has paid for such expense shall be entitled to enforce the same in any court of competent jurisdiction.

2. The parties hereto further agree that they will not cause access on the said parcel to be interrupted by construction or other reasons within their control, and further, that if the common access is damaged or altered in any manner by or as a result of construction, or other reason within their control, upon any of the premises described herein, then the owner of said premises shall repair and restore the common driveway at no expense to the other parties.