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DRIVEWAY MAINTENANCE AGREEMENT

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Name and Return Address:

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Lancaster, WI 53813

(Parcel Identification Number)

DRIVEWAY MAINTENANCE AGREEMENT

THIS DRIVEWAY MAINTENANCE AGREEMENT (the *Agreement*) is between Thomas H. Strakeljahn and Pamela M. Strakeljahn, husband and wife (*Parcel 'A' Owner*) and David S. Odegard and Jill C. Odegard, husband and wife (*Parcel 'B' Owner*), collectively referred to herein as the "Parcel Owners".

RECITALS:

A. *Parcel 'A' Owner* is the single owner of certain real property consisting of two separate residential tracts located in the Town of Cassville, County of Grant, State of Wisconsin which are described in Addendum A and in this Agreement both tracts are referred to as *Parcel 'A'*.

B. *Parcel 'B' Owner* is the single owner of certain real property located in the Town of Cassville, County of Grant, State of Wisconsin which is described in Addendum B and in this Agreement is referred to as *Parcel 'B'*.

C. *Parcel 'A'*'s two residential tracts are legally described as being independent of each other and *Parcel 'A' Owner* may, in the future, convey or transfer ownership of one, or both, residential tracts to two separate and independent owners.

D. *Parcel 'B'* is currently comprised of and consists of one legally described tract with two single family residences currently thereon but it could be divided into two, or more, residential tracts that could at some time be owned by multiple, separate and independent owners.

E. There currently exists a driveway (the *Driveway*) on adjoining lands to the south of *Parcel 'A'* and also on *Parcel 'A'* and is described in Addendum C and in this Agreement is referred to as *Easement Property*; said *Driveway* benefits both Parcel Owners and burdens the *Parcel 'A' Owner* and is the result of an easement conveyed, or reserved by, the Parcel Owners' predecessors'-in-title, Michael Udelhofen and Jerry Roth, as recorded in the Office of the Grant County Register of Deeds in Volume 634, Page 52, with Document No. 518187 on April 24, 1987 and in Volume 651, Page 450 with Document No. 527666 on October 24, 1988.

F. *Parcel 'A' Owner* uses said *Driveway* for ingress and egress for various purposes including but not limited to the two single family residences, with one being located on Tract 1 and the other on Tract 2 of *Parcel 'A'* and *Parcel 'B' Owner* uses said *Driveway* for ingress and egress access for various purposes including but not limited to single family residential purposes.

G. In addition to the Parcel Owners' use of the *Driveway*, third parties are using the *Driveway* for non-residential ingress and egress but said third parties are not parties to this Agreement.

H. *Parcel 'A' Owner* and *Parcel 'B' Owner* wish to establish this Agreement that sets forth their respective rights and responsibilities for the use and maintenance of the *Easement Property* even though each recognizes that there are third parties using the *Easement Property* who are not, and will not, be bound by this Agreement's terms and provisions.

I. The term "Parcel Owners", as defined herein, shall also include their heirs, successors and assigns which become a future Party to this Agreement.

J. If in the future, *Parcel 'A'* or *Parcel 'B'* is divided into two or more separate tracts, then each newly created tract shall be deemed a "Parcel" and its owner shall be deemed a "Parcel Owner", as those terms are used herein.

AGREEMENT

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

1. Permitted Uses and Users. The *Easement Property* described in Addendum C shall be used for ingress and egress. The easement may be used by the Parcel Owners and each Parcel Owner's tenants, employees, customers, service providers, and invitees in common with the other Parcel Owner and its tenants, employees, customers, service providers, and invitees.

2. Maintenance and Costs.

A. Ordinary "Wear and Tear", "Natural Occurrence", and "Acts of God". Except as otherwise expressly set forth herein, Parcel Owners shall bear all maintenance expenses equally for the *Driveway* commencing with Bluff Street in Cassville, WI, and ending on the northern boundary of *Parcel 'A'*. Maintenance costs shall include, but are not necessarily limited to all grading, graveling, surface repair, vegetation management, and snow removal costs. Unless otherwise agreed to, in writing, by all Parties benefitted and bound by this Agreement, the *Driveway* shall remain an unimproved roadway and that other than a surface layer of gravel, it shall not be surfaced. During the term of this Agreement, the *Driveway* shall not be relocated, widened, lengthened, or otherwise manipulated in any manner without the written, mutual consent of the parties. Despite the foregoing restrictions, the burden placed on the *Driveway* may be increased as provided herein.

B. Damage Caused By a Parcel Owner. If a Parcel Owner, his tenants, employees, customers, service providers and invitees shall cause damage to the *Driveway*, then that Parcel Owner shall be responsible for all costs of repair and shall promptly repair the same by restoring the *Driveway* to not less than substantially the same condition that it was immediately prior to the occurrence of the damage.

C. Procedure for "Ordinary Wear and Tear" and "Damage Caused by "Natural Occurrence" or "Acts of God". The Parcel Owners, and all future Parties to this Agreement, shall attempt to agree on whether, and to what extent, maintenance is needed. The Parcel Owners shall also attempt to agree on which Parcel Owner shall perform the work. If an agreement can not be reached within fourteen (14) days of a written request for needed maintenance, then the Parcel Owner possessing final decision making authority, as determined under Paragraph 2.D. herein, shall decide. If the Parcel Owners can not agree on which Parcel Owner shall perform the work, or if no Parcel Owner wishes to perform, then each Parcel Owner shall prepare, or solicit from a contractor, a bid to perform the repair. The Parcel Owners shall exchange their bids and the repair work shall then be awarded to the Parcel Owner, or his contractor, who presented the lowest bidden price. Said work shall be promptly instituted and completed without delay. In the event a Parcel Owner fails to communicate or otherwise cooperate in the process outlined herein, then the non-cooperating Parcel Owner or Parcel Owners shall have his/their share of cost of the repair increased by a combined total of 25% of the total cost and the cooperating Parcel Owner's share or Parcel Owners' shares decreased by a combined total 25%. However, prior to being assessed this cost increase, the Parcel Owner alleging non-cooperation must deliver fifteen (15) days advance written notice of their intent to invoke this remedy. Said notice shall state with particularity the grounds for the invocation of this remedy. A Parcel Owner's failure to respond to said written notice of non-cooperation within ten (10) days of its receipt shall constitute a finding of non-cooperation. Payment from one Parcel Owner to the other for that Parcel Owner's share of all amounts due shall be made within thirty (30) days of invoice presentment.

D. Final Decision Making Authority. Every twelve (12) months, commencing with the execution of this Agreement, the Parcel Owners shall rotate final decision making authority with *Parcel 'A'* being awarded the first twelve (12) month period. In the event new Parcel Owners are added to this Agreement, then each new Parcel Owner shall have bestowed upon him final decision making authority for the twelve (12) month period which commences and immediately follows a complete rotation of the existing Parcel Owners. If two Parcel Owners are simultaneously added, then their priority in the rotation between them shall be decided by a flip of a coin with the winner being inserted into the rotation before the loser.

3. Specifications and "Level of Care". The following shall constitute the specifications and the level of care for the *Driveway*:

A. The *Driveway* shall contain a minimum depth of surface gravel of not less than six (6) inches.

B. Except for damage caused to the *Driveway* by a Parcel Owner and except for "Natural Occurrences" and "Acts of God" that render the *Driveway* unsuitable for ingress and egress purposes (which shall be defined as surface "washout" to a depth of six inches or more running for a distance of not less than ten (10) feet,

regularly scheduled surface grading shall occur on an every-other year basis, unless otherwise agreed to by the Parcel Owners.

C. The unobstructed width of the maintained surface area of the *Driveway* shall consist of not less than twelve (12) feet. Vegetation on each side of the *Driveway* shall be removed and maintained for an additional two (2) feet, unless the topography of the terrain permits additional footage, in which event the vegetation management area on each side of the *Driveway* shall consist of not more than four (4) feet. At all times, vegetation shall be removed and maintained for the unobstructed and open passage on the surface area.

D. The *Driveway* shall be plowed and the snow removed in the event of snowfall accumulation off more than two (2) inches. The *Driveway* shall also be salted, sanded, or have other aggregate applied to it as necessary to remediate slick and icy conditions to such a level that permits safe ingress and egress.

E. The foregoing specifications and care for the *Driveway* can be increased, decreased or otherwise modified and amended by the Parcel Owners as they mutually agree. In the event mutual agreement can not be reached, then this Paragraph shall control.

4. Indemnity. Each Parcel Owner shall indemnify and defend each other 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 his respective use of the Easement Property or its respective agents, contractors, subcontractors, invitees, or employees.

5. Insurance. Each Parcel Owner shall maintain in effect at all times during the term of this Agreement a policy of general liability insurance naming the other Parcel Owner and any other Parcel Owner designated by the other Parcel Owner as the insured, to insure against injury to property, person, or loss of life arising out of that Parcel Owner's use, occupancy, or maintenance of the Easement Property or the Driveway with limits of coverage that are at levels customarily maintained by third parties in the community in which the Easement Property is located. No such policy shall be cancelable or subject to reduction of coverage or modification except after 30 days prior written notice to the other Parcel Owner. Each Parcel Owner may from time to time require that the policy limits of any or all such insurance be increased to reflect the effects of inflation and changes in normal insurance practice.

6. Equal Rights of Use. Each Parcel Owner shall have equal rights of ingress and egress over the *Driveway* and neither shall take action to prevent the other Parcel Owner's enjoyment of such rights.

7. Increased Burden. *Parcel 'A' Owner* shall be permitted to convey or transfer ownership of one, or both, residential tracts to two separate and independent new owners. In this event, or in the event a tract is further divided, then each tract, or newly created tract as the case may be, shall become a "Parcel" as that term is used herein and each independent new owner shall become a "Parcel Owner" as used herein. *Parcel 'B' Owner* shall be permitted to divide *Parcel 'B'* into two or more residential tracts and convey or transfer ownership to separate and independent new owners. In this event, then each newly created tract shall become a "Parcel" as that term is used herein and each independent new owner shall become a "Parcel Owner" as used herein. Thereafter, all Parcel Owners shall equally share the responsibilities and equally pay all maintenance costs. Each Parcel Owner's successors, heirs and assigns shall be bound and benefitted by the terms and provisions contained herein. In the event there are more than two Parcel Owners, all Parcel Owners, and their successors and assigns, do hereby irrevocably agree to execute any and all necessary documents to modify this Agreement to benefit and bind that new Parcel Owners and newly created Parcels.

8. 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 all Parcel Owners and their respective successors and assigns. The rights and responsibilities under this Agreement is are appurtenant to *Parcel 'A'* and *Parcel 'B'*, respectively, and future Parcels created by tracts severed from their descriptions as legally described herein, and may not be severed from, title to either Parcel. Except as provided for herein for the benefit of tracts created from *Parcel 'A'* and *Parcel 'B'*, the benefits granted under this Agreement shall not be extended to any properties other than *Parcel 'A'* and *Parcel 'B'* without the consent of the other Parcel 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 severed from *Parcel 'A'* or *Parcel 'B'*, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the Parcel Owner has transferred its fee simple interest in *Parcel 'A'* or *Parcel 'B'*, respectively, except, however, for obligations that accrued during the Parcel Owner's period of ownership of title.

9. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent a Parcel Owner from later use of the easement rights to the fullest extent authorized in this Agreement.

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

11. 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 Parcel Owners to this Agreement and duly recorded in the office of the Register of Deeds of Grant County, Wisconsin.

12. Notices. All notices to either Parcel Owner to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other Parcel Owner at that Parcel Owner's last known address. If the other Parcel Owner's address is not known to the Parcel Owner desiring to send a notice, the Parcel Owner sending the notice may use the address to which the other Parcel Owner's property tax bills are sent. Either Parcel Owner may change its address for notice by providing written notice to the other Parcel Owner.

13. 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.

14. Waiver. No delay or omission by any Parcel Owner 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 Parcel Owner of any of the obligations of the other Parcel Owner shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

15. 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 is brought to enforce this Agreement, the prevailing Parcel Owner shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing Parcel Owner.

16. 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 public or for any public purpose whatsoever. The Parcel Owners 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.

[signatures follow on next page]

Parcel 'A' OwnerDated: 10-21-2019


 Thomas H. Strakeljahn



 Pamela M. Strakeljahn
Parcel 'B' OwnerDated: 10-21-2019


 David S. Odegard




 Jill C. Odegard

 STATE OF WISCONSIN)
) §
 COUNTY OF GRANT)

Personally came before me this 21st day of October, 2019, the above-named Thomas H. Strakeljahn and Pamela M. Strakeljahn, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

(NOTARY SEAL)

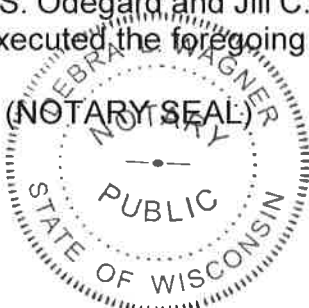
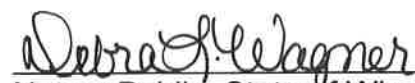



 Notary Public, State of Wisconsin
 My Commission: Is Permanent.

 STATE OF WISCONSIN)
) §
 COUNTY OF GRANT)

Personally came before me this 21st day of October, 2019, the above-named David S. Odegard and Jill C. Odegard, husband and wife, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

(NOTARY SEAL)

 Notary Public, State of Wisconsin
 My Commission: 1.1.21

ADDENDUM A

Parcel A:

Tract 1:

A parcel of land located in the East 100 rods of the Southwest Quarter (S.W.1/4) of Section Seventeen (17), Township Three (3) North, Range Five (5) West of the 4th P.M., Grant County, Wisconsin, more particularly described as follows:

Commencing at the Southeast corner of the S.W.1/4 of said Section 17;

thence South 89° 05' 21" West 1158.20 feet along the South line of said Section 17;

thence North 26° 46' 17" West 440.20 feet along the Easterly side of an existing roadway;

thence North 17° 20' 36" West 415.54 feet along the Easterly side of an existing roadway to the point of beginning;

thence South 69° 25' 18" West approximately 142.03 feet to the West line of the Easterly 100 rods of said S.W.1/4;

thence North 00° 54' 39" West 140.00 feet along the West line of the East 100 rods of said S.W.1/4;

thence North 69° 25' 18" East approximately 142.03 feet to the Easterly side of an existing roadway;

thence Southerly along the East side of said existing roadway to the point of beginning.

Also including the Northwesterly 15 feet of the following-described property:

A parcel of land located in the East 100 rods of the Southwest Quarter (S.W.1/4) of Section Seventeen (17), Town Three (3) North, Range Five (5) West of the 4th P.M., Grant County, Wisconsin, more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (S.W.1/4) of Section Seventeen (17), Town Three (3) North, Range Five (5) West of the 4th P.M., Grant County, Wisconsin;

thence South 89°05'21" West 1158.20 feet along the South line of said Section 17 to the point of beginning;

thence North 26°46'17" West 440.20 feet along the Easterly side of an existing roadway;

thence North 17°20'36" West 415.54 feet along the Easterly side of an existing roadway;

thence South 69°25'18" West approximately 142.03 feet to the West line of the Easterly 100 rods of said Southwest Quarter (S.W.1/4);

thence approximately South 00°54'39" East 746.88 feet along the West line of the East 100 rods of said Southwest Quarter (S.W.1/4) to the South line of said Section 17;

thence North 89°05'21" East approximately 443.30 feet along said South line to the point of beginning.

008-00367-0000 and 008-00367-0020

jr/dw

Tract 2:

A parcel of land located in the East 100 rods of the Southwest Quarter (S.W. 1/4) of Section Seventeen (17), Town Three (3) North, Range Five (5) West of the 4th P.M., Grant County, Wisconsin, more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (S.W. 1/4) of Section Seventeen (17), Town Three (3) North, Range Five (5) West of the 4th P.M., Grant County, Wisconsin;

thence South 89°05'21" West 1158.20 feet along the South line of said Section 17 to the point of beginning;

thence North 26°46'17" West 440.20 feet along the Easterly side of an existing roadway;

thence North 17°20'36" West 415.54 feet along the Easterly side of an existing roadway;

thence South 69°25'18" West approximately 142.03 feet to the West line of the Easterly 100 rods of said Southwest Quarter (S.W. 1/4);

thence approximately South 00°54'39" East 746.88 feet along the West line of the East 100 rods of said Southwest Quarter (S.W. 1/4) to the South line of said Section 17;

thence North 89°05'21" East approximately 443.30 feet along said South line to the point of beginning.

EXCEPTING the Northwesterly 15 feet of the above-described property.

008-00367-0010

ADDENDUM B

jr/dw

Parcel B:

A parcel of land being the Northeast Quarter (N.E. 1/4) of the Southwest Quarter (S.W. 1/4), part of the Northwest Quarter (N.W. 1/4) of the Southwest Quarter (S.W. 1/4), part of the Southwest Quarter (S.W. 1/4) of the Southwest Quarter (S.W. 1/4), and part of the Southeast Quarter (S.E. 1/4) of the Southwest Quarter (S.W. 1/4) of Section Seventeen (17), Township Three (3) North, Range Five (5) West of the 4th P.M., Town of Cassville East, Grant County, Wisconsin, to wit:

Beginning at the South Quarter corner of said Section 17;
thence North 00° 47' 36" East 2646.01 feet;
thence South 89° 52' 55" West 1649.62 feet;
thence South 00° 51' 42" West 1781.73 feet;
thence North 69° 47' 50" East 174.06 feet;
thence South 00° 32' 07" East 140.00 feet;
thence South 16° 58' 04" East 415.54 feet;
thence South 26° 23' 45" East 440.20 feet;
thence North 89° 27' 54" East 1158.20 feet to the point of beginning.

ADDENDUM C

jr/dw

Easement Property:

That Easement recorded in Volume 634 of Records, page 52 described as follows:

Commencing at a point on Bluff Street in Cassville, Wisconsin;

thence in a Northerly direction over a private lane which runs in a general North and South direction along a stream which runs through lands owned by Paul E. Breuer and ending at a point where lands owned by Michael Udelhofen and wife abut lands of Paul E. Breuer on the North.

Also that easement retained by Michael L. Udelhofen set forth in Warranty Deed recorded in Volume 651 of Records, page 450 on the road as presently located over the following described property:

A parcel of land located in the E 100 rods of the SW 1/4 of Section 17, T 3 N , R 5 W of the 4th P.M., Grant County, Wisconsin, more particularly described as follows:

Commencing at the SE corner of the SW 1/4 of Section 17, T 3 N, R 5 W of the 4th P.M., Grant County, Wisconsin;

thence S 89° 05' 21" W 1158.20' along the South line of said Section 17 to the point of beginning;

thence N 26° 46' 17" W 440.20' along the Easterly side of an existing roadway;

thence N 17° 20' 36" W 415.54' along the Easterly side of an existing roadway;

thence S 69° 25' 18" W approximately 142.03' to the West line of the Easterly 100 rods of said SW 1/4;

thence approximately S 00° 54' 39" E 746.88' along the West line of the E 100 rods of said SW 1/4 to the South line of said Section 17;

thence N 89° 05' 21" E approximately 443.30' along said South line to the point of beginning, containing 4.8 acres, more or less, and being subject to any and all easements of record.