Document Number

AGREEMENT FOR SHARED DRIVEWAY MUTUAL EASEMENTS

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AGREEMENT FOR SHARED DRIVEWAY MUTUAL EASEMENTS

THIS AGREEMENT, by and between RICHARD A. WEHMEYER and SUSAN J. WEHMEYER, hereinafter referred to as "Wehmeyer", and DANIEL R. BUCKMAN, hereinafter referred to as "Buckman";

WHEREAS, the parties to this agreement own improved real estate located adjacent to each other. Specifically, Wehmeyer owns the following described real estate:

The South 170 feet of the following premises: The East twenty-five (25) feet of Lot Numbered Four (4) and the West Thirty-five (35) feet of Lot Numbered Three (3) in Block Numbered One (1) in the Village of Quit Qui Oc, now City of Plymouth, Sheboygan County, Wisconsin.

Tax Parcel No. 59271812830.

And Buckman owns the following described real estate:

The South 150 feet of the West five feet of Lot 1, the South 150 feet of Lot 2 and the South 150 feet of the East 15 feet of Lot 3, Block 1 in the Village of Quit Qui Oc, now City of Plymouth, Sheboygan County, Wisconsin.

Tax Parcel No. 59271812820.

WHEREAS, there is a driveway which Wehmeyer and Buckman have historically shared the use of in order to gain vehicular access to the rear of their respective properties and that a portion of said driveway is located on the real estate owned by Wehmeyer, and a portion of said driveway is located on the real estate owned by Buckman;

WHEREAS, it is the purpose and consensus of the parties hereto that an agreement formally extending to each party an easement over the eight feet of the other party's real estate closest to the mutual boundary line in order to ensure that each party has the continued right to the use of said driveway in the future.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants contained herein, it is hereby mutually agreed by and between the parties hereto as follows:

- 1. That Wehmeyer, for himself, his heirs, executors, administrators, successors and assigns, hereby conveys to Buckman an easement over the East eight feet of the real estate owned by Wehmeyer and legally described above, for the purpose of motor vehicle ingress and egress.
- 2. That Buckman, for himself, his heirs, executors, administrators, successors and assigns, hereby conveys to Wehmeyer an easement over the West eight

feet of the real estate owned by Buckman and legally described above, for the purpose of motor vehicle ingress and egress.

- 3. It is further mutually covenanted and agreed to by the parties that the above mutual easements for purposes of a shared driveway are subject to, subservient to, and shall yield to, any buildings or portions of buildings currently existing within the area of the above described easements, that is, that neither party shall be obligated to remove any portion of any building currently located within the area of the mutual easements. By creating a shared driveway that is 16 feet wide, the parties have provided for enough width that a vehicle can go around any existing structures.
- 4. It is further mutually covenanted and agreed to by the parties that the parties shall be equally responsible for any the cost of snow removal and any maintenance with respect to said driveway.
- 5. It is further mutually covenanted and agreed to by the parties that the above provisions hereof shall operate as a covenant running with both parcels of land described above and shall bind all parties hereto and their respective heirs, executors, administrators successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

Dated: 3-27-15	Rohard wichmer
	Richard A. Wehmeyer
Dated: 3:27-15	Susan J. Wehmeyer
Dated: <u>3-24-15</u>	Daniel R. Buckman

STATE OF WISCONSIN)

SS

SHEBOYGAN COUNTY)

Personally appeared before me this <u>J-7</u> day of <u>March</u>, 2015, the above named RICHARD A. WEHMEYER and SUSAN J. WEHMEYER, to me known to be the personS who executed the foregoing instrument and acknowledged the same.

James J. Hughes

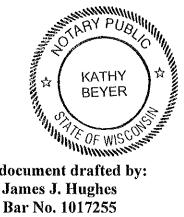
Notary Public, Sheboygan Co. WI My commission is Permanent.

STATE OF WISCONSIN)

SS

MILWAUKEE COUNTY)

Personally appeared before me this $2 \frac{1}{2}$ day of \underline{MARCH} , 2015, the above named DANIEL R. BUCKMAN, to me known to be the person who executed the foregoing instrument and acknowledged the same.



This document drafted by: Atty. James J. Hughes State Bar No. 1017255 321 E. Mill Street Plymouth, WI 53073 (920) 893-1741 (Print name of Notary Public)

Notary Public, MILW

Co. WI

My commission expires: 6 -/