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SHEBOYGAN COUNTY, WI
RECORDED ON

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DARLENE J. NAVIS
REGISTER OF DEEDSRECORDING FEE: 12.00
TRANSFER FEE:

041329 8

SHARED DRIVEWAY EASEMENT
AND AGREEMENT

Document Number

Document Title

Recording Area

Name and Return Address

SCAC

245056 and 245059

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your documents and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

SCF-3122
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WHEREAS, LAWRENCE J. GENTINE and KATHLEEN E. GENTINE, husband and wife, hereinafter called "GENTINES", own a parcel of land described as follows:

Lot Thirty-one (31), LaFerme Gentine, a subdivision located in the NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of 9-15-21, Town of Plymouth, Sheboygan County, Wisconsin;

AND WHEREAS, MICHAEL A. GORDY and DEBORAH A. GORDY, husband and wife, hereinafter called "GORDYS", own a parcel of land described as follows:

Lot Twenty-eight (28), LaFerme Gentine, a subdivision located in the NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of 9-15-21, Town of Plymouth, Sheboygan County, Wisconsin;

AND WHEREAS, the GENTINES, as owners of Lot 31 and as predecessor owners of Lot 28 laid a driveway which is shared between the said lots over and across the easterly 330 feet, more or less, of each lot to provide access to the remainder of the respective lots, the approximate centerline of which said driveway extends along the common line between said lots from the westerly right of way line of Pheasant Lane westerly to a point at which the separate driveways of the said lots diverge and become exclusive to the respective parties hereto;

AND WHEREAS, IT IS HEREBY AGREED by GENTINES and GORDYS, in consideration of mutual benefits, that a joint Easement for Driveway Purposes is hereby granted over and across the respective lands of the said parties as now used for driveway purposes, subject to the following terms and conditions:

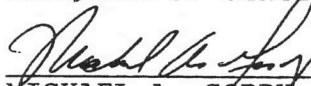
1. The said shared driveway shall remain available and open to each party for access to their respective premises and each grants to the other, their respective heirs, successors and assigns forever, an easement over and across said driveway as it currently exists, to the extent necessary for such access, but not for parking or any similar use thereof which may impede the access of the other party.
2. The permissive use of the said driveway shall never become adverse to the interests of GENTINES or GORDYS, their respective heirs, successors and assigns forever.
3. Any expense of maintenance and/or repair of the shared portion of the driveway shall be shared equally by GENTINES and GORDYS, their respective heirs, successors and assigns forever, unless otherwise mutually agreed between the parties, except that any repairs which are required as a result of damage occasioned by extraordinary use thereof by one of the parties hereto (i.e. construction vehicles or other heavy equipment) shall be performed and paid solely by that party.
4. Each party shall maintain adequate liability insurance on their respective premises to cover use of the shared driveway by themselves and/or their families, guests, invitees, workmen and/or any or all others who might legally use said shared driveway and each party shall hold the other harmless for any loss or claim occasioned by the legal use thereof.

This agreement shall be a covenant running with the land of each of the respective parties.

Dated this 26th day of July, 2000.

 (Seal)
LAWRENCE J. GENTINE

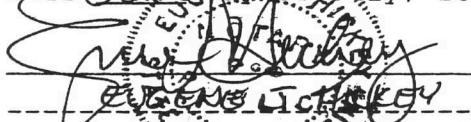
 (Seal)
KATHLEEN E. GENTINE

 (Seal)
MICHAEL A. GORDY

 (Seal)
DEBORAH A. GORDY

STATE OF WISCONSIN)
)SS.
COUNTY OF SHEBOYGAN)

Signatures of LAWRENCE J. GENTINE and KATHLEEN E. GENTINE, husband and wife, and MICHAEL A. GORDY and DEBORAH A. GORDY, husband and wife, authenticate this 26th day of July, 2000.



Notary Public, State of Wisconsin
My commission expires 04/25/04