

1996-10-04	10:02 AM
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RETURN TO: GERALD KMIECEK
4230 EAST TOWNE BLVD #181
MADISON, WI 53704

PARCEL # 60-0809-364-0306-5

JOINT DRIVEWAY AGREEMENT

Re: Property owned by Gary B. Thompson and Nancy J. Thompson, to-wit:

Lot Two (2), Brentwood Park, in the City of Madison, Dane County,
Wisconsin. (Parcel A)

Re: Property owned by, to-wit:

Lot One (1), Brentwood Park, in the City of Madison, Dane County,
Wisconsin. (Parcel B)

WHEREAS, the undersigned Gary B. Thompson and Nancy J. Thompson are the owners
of Parcel A;

WHEREAS, the undersigned Lloyd Briggs and Erma Briggs are the owners of Parcel B;

WHEREAS, joint driveway is presently located upon Parcel A and Parcel B and is used for
the benefit of both the parties herein;

WHEREAS, the parties herein desire to create and establish said driveway as a joint
driveway for the benefit of the owners, present and future, of Parcel A and Parcel B;

NOW, THEREFORE, for a valuable consideration the undersigned Gary B. Thompson and
Nancy J. Thompson are owners of Parcel A Lloyd Briggs and Erma Briggs are owners of Parcel
B hereby covenant and agree as follows:

1. A joint driveway for the benefit of Parcel A and Parcel B is hereby created over that
portion of Parcel A upon which said joint driveway exists at present, that is, approximately eight
(8) feet along the North boundary of Parcel A connecting to Brentwood Parkway, and over that
portion of Parcel B upon which said joint driveway exists, that is, approximately six point six (6.6)
feet along the South boundary of Parcel B granting unto the owner(s) of Parcel B their heirs,
successors or assigns an easement for said driveway over said portion of Parcel A, and with the
owner(s) of Parcel B granting unto the owner of Parcel A, their heirs, successors or assigns, an
easement for said driveway over said portion of Parcel B.

2. That said easements shall be used solely and exclusively for a joint driveway as indicated
on such attached drawing;

3. That the owner of each parcel shall be liable for and responsible for the maintenance of
that part of the joint driveway located upon their property;

4. That if the parties agree that repairs or improvements are necessary, each party shall pay
1/2 of the cost of said repairs or improvements; that if repairs or improvements are necessary and
the owners of Parcel A and Parcel B can not agree upon the costs of said repair or improvement or
who shall do the work, three independent bids shall be obtained for the work and the lowest bid shall
be accepted by the parties herein; that if the parties disagree on the necessity of the repairs or

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improvement, the parties shall choose a mutually acceptable arbitrator and shall be bound by the decision of such arbitrator as to the repair or improvement in question.

5. That the owners of each parcel agree to keep said driveway ^{p 118} open and unobstructed at all times with no parking at any time and that neither party shall allow any form of obstruction upon said driveway, other than temporary loading or unloading;

6. That this agreement, and the easements, rights and obligations herein, shall be binding upon the parties herein, their heirs, successors and assigns.

Dated 9-30-96

Gary B. Thompson
Gary B. Thompson

Dated 9-30-96

Nancy J. Thompson
Nancy J. Thompson

Dated 9/30/96

Lloyd Briggs
Lloyd Briggs

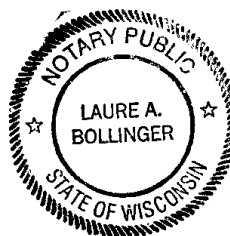
Dated 9/30/96

Erma Briggs
Erma Briggs

STATE OF WISCONSIN
DANE COUNTY

Personally came before me this ~~30th~~ ^{SEPTEMBER} day of ~~October~~, 1996, the above named GARY b. THOMPSON to me known to be the person who executed the foregoing instrument and acknowledge the same.

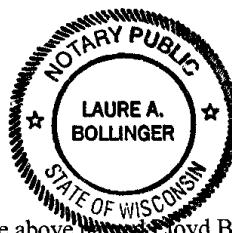
Laure A. Bollinger
Notary Public
Dane County, Wisconsin
My commission: 11-01-98



STATE OF WISCONSIN
DANE COUNTY

Personally came before me this ~~30th~~ ^{SEPTEMBER} day of ~~October~~, 1996, the above named Nancy J. Thompson, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Laure A. Bollinger
Notary Public
Dane County, Wisconsin
My commission: 11-01-98



STATE OF WISCONSIN
DANE COUNTY

Personally came before me this 30th ^{Sept.} day of ~~October~~, 1996, the above named Lloyd Briggs to me known to be the person who executed the foregoing instrument and acknowledge the same.

Vicki Shuck
Notary Public
Dane County, Wisconsin
My commission: exp. 01/23/2000

STATE OF WISCONSIN
DANE COUNTY

Personally came before me this 30th ^{Sept.} day of ~~October~~, 1996, the above named Erma Briggs to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Vicki Shuck
Notary Public
Dane County, Wisconsin
My commission: exp. 01/23/2000
Drafted by: Attorney Lori J. Bochniak

Return: Gerald Kmieciak
4230 East Towne Blvd #181
Madison, WI 53704