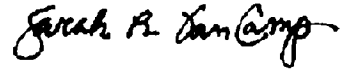


Document No.



**SARAH R VAN CAMP, REGISTER OF DEEDS**

This document has been electronically recorded

Return to:

**Town N Country Title LLC**

**JOINT DRIVEWAY  
EASEMENT AGREEMENT**

Return to:

Transaction Nexus LLC

2754 Oakwood Circle

Oshkosh, WI 54904

101004000 and 101000900

Parcel Numbers

THIS JOINT DRIVEWAY AGREEMENT (the *Agreement*), made and entered into this 15<sup>th</sup> day of August, 2025, by and between MB Homes LLC (*Parcel A Owner*) and Dean Laux (*Parcel B Owner*).

**RECITALS:**

- A. Parcel A Owner is the owner of certain real property located in Town of Grand Chute, Outagamie County, Wisconsin, known as 1903-1905 E. Apple Creek Road, Appleton, WI 54913, referred to in this Agreement as *Parcel A*, more fully described as:

Lot Two (2), Certified Survey Map No. 6787 recorded in the Office of the Register of Deeds for Outagamie County, Wisconsin on April 1, 2014, in Volume 40 on Page 6787, as Document No. 2011874, being part of the Southeast 1/4 of the Fractional Northeast 1/4 and part of the Northeast 1/4 of the Southeast 1/4, all in Section One (1), Township Twenty-one (21) North, Range Seventeen (17) East, Town of Grand Chute, Outagamie County, Wisconsin.

- B. Parcel B Owner is the owner of certain real property located in Town of Grand Chute, Outagamie County, Wisconsin, known as 1911 E Apple Creek Rd, Appleton, WI 54913, referred to in this Agreement as *Parcel B*, more fully described as:

Lot One (1), Certified Survey Map No. 6787 recorded in the Office of the Register of Deeds for Outagamie County, Wisconsin on April 1, 2014, in Volume 40 on Page 6787, as Document No. 2011874, being part of the Southeast 1/4 of the Fractional Northeast 1/4 and part of the

Northeast 1/4 of the Southeast 1/4, all in Section One (1), Township Twenty-one (21) North, Range Seventeen (17) East, Town of Grand Chute, Outagamie County, Wisconsin.

C. Parcel A Owner and Parcel B Owner wish to grant each other the joint right to use a driveway (the *Driveway*) previously constructed on that portion of Parcel A and Parcel B, more particularly described on the attached Exhibit C and referred to on the exhibit and in this Agreement as the *Easement Property*.

D. Parcel A Owner and Parcel B Owner are willing to create an easement over the Easement Property to enable Parcel A Owner and Parcel B Owner to use the Driveway, under the terms of this Agreement.

## AGREEMENT

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

1. **Grant.** Parcel A Owner and Parcel B Owner grant a nonexclusive easement and right-of-way to Parcel A Owner and Parcel B Owner and their heirs, successors, and assigns to use the Driveway and the Easement Property as a joint driveway for ingress and egress to and from E. Apple Creek Road.

2. **Permitted Users.** The easement granted in Section 1, above, may be used by Parcel A Owner and Parcel B Owner and their tenants, guests, and invitees.

3. **Maintenance Costs.** Parcel A Owner and Parcel B Owner shall bear all maintenance expenses equally. Maintenance and improvements will be undertaken and made whenever necessary to maintain the Driveway in good operating condition at all times and to insure the provision of safe access by all vehicular traffic, including emergency vehicles. A majority vote of parcel owners is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing expenditures for future road improvements or repairs, Parcel A Owner and Parcel B Owner will designate one owner to solicit cost estimates for any such repair, maintenance or improvement, and a majority agreement will be required in order to proceed with any such repair, maintenance or improvement. If Parcel A Owner or Parcel B Owner performs improvements, maintenance, repairs or replacements without the approval of the other parcel owner prior to performing such work, the parcel owner performing such work shall become liable for the entire costs thereof. If Parcel A Owner and/or Parcel B Owner or their occupants, agents, and/or guests are negligent and causes damage to the Driveway, said parcel owner shall bear the entire cost to repair and otherwise remedy the damage. Repairs and maintenance shall be performed at such times and in such a manner as are mutually agreeable to the parties. If the parties are unable to agree within ten (10) days after a written request by one or the other on the need for the repair or maintenance, then the matter shall be referred, upon either party's request, to mediation.

4. **Speed Limit.** The speed limit on the Driveway for any motorized vehicles is limited

to fifteen (15) miles per hour.

**5. Parking.** For the safety of residents, no machinery, trailers, vehicles or other property may be stored or parked upon the Driveway except parking of vehicles for limited period of time (not to exceed 8 hours).

**6. Equal Rights of Use.** Parcel A Owner and Parcel B Owner shall have equal rights of ingress and egress over the Driveway and shall take no action to prevent the other party's enjoyment of such rights.

**7. 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 Parcel A Owner and Parcel B Owner and their respective heirs, successors, and assigns. The easement granted under Section 1 of this Agreement is an easement appurtenant to Parcel A and Parcel B and may not be transferred separately from, or severed from, title to Parcel A and/or Parcel B. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than Parcel A and Parcel B without the consent of Parcel A Owner and Parcel B Owner. The specific parties named as Parcel A Owner and Parcel B Owner in this Agreement, and each of their respective heirs, successors, and assigns as fee simple owners of Parcel A and Parcel B, respectively, or any portion of Parcel A or Parcel B, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in Parcel A or Parcel B, respectively, except, however, for obligations that accrued during the party's period of ownership of title.

**8. Non-Use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent Parcel A Owner and/or Parcel B Owner from later use of the easement rights to the fullest extent authorized in this Agreement.

**9. Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin, Outagamie County.

**10. 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 parties to this Agreement and duly recorded in the office of the Register of Deeds of Outagamie County, Wisconsin.

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

**12. 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.

**13. Disputes.** Parcel A Owner and Parcel B Owner agree to attempt to resolve any disputes, claim or controversy arising out of or relating to this Agreement. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, or other dispute resolution procedure. Any parcel owner may commence the mediation process by providing the other parcel owner written notice, setting forth the subject of the dispute, claim or controversy and relief requested. Within twenty (20) days after the receipt of the foregoing notice, the other parcel owner shall deliver a written response to the initiating party's notice. Parcel A Owner and Parcel B Owner shall attempt to agree on a mediator, and if they fail to do so within thirty (30) days after initiating party has received the written response, then in such event, the parcel owners shall jointly petition the Circuit Court for Outagamie County requesting the Court appoint a mediator to mediate the dispute. The parties agree to share equally the costs of the mediation (which shall not include the expenses incurred by each party for its own legal representation in connection with the mediation).

The parties acknowledge and agree the mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of mediation by any of the parties or their agents shall be confidential and inadmissible in any other legal action involving the parties, provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or undiscoverable as a result of its use in the mediation.

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

**15. 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 general public or for any public purpose whatsoever. Parcel A Owner and Parcel B Owner 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.

**16. Term.** The term of this Agreement is perpetual. The respective rights and obligations of the parties shall continue until all parcel owners have executed and filed a written statement of termination at the Office of the Register of Deeds of the County of Outagamie, State of Wisconsin.

[Signatures on Following Page]

Dated: August 15, 2025

**Parcel A Owner**

*Michael Boyea*

By: Michael Boyea, Member of MB Homes LLC

**Parcel B Owner**

\_\_\_\_\_  
Dean Laux

**ACKNOWLEDGMENT**

STATE OF WISCONSIN  
COUNTY OF Brown

This instrument was acknowledged before me August 14, 2025 by Michael Boyea, to me known to be the person who execute the foregoing instrument and acknowledged the same.

*Triya Shoman*

\_\_\_\_\_  
Name of notary public:

Notary Public, State of Wisconsin

My commission expires: 5/16/2026

This notarial act involved the use of communication technology.

Completed via Remote Online Notarization using 2 way Audio/Video technology.

**ACKNOWLEDGMENT**

STATE OF WISCONSIN  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on August 15, 2025 by Dean Laux, to me known to be the person who execute the foregoing instrument and acknowledged the same

\_\_\_\_\_  
Name of notary public:

Notary Public, State of Wisconsin

My commission expires: \_\_\_\_\_

This notarial act involved the use of communication technology

This document was drafted by:  
Attorney Kristine J. Williams  
Transaction Nexus LLC  
2754 Oakwood Circle  
Oshkosh, WI 54904

Dated: August 15, 2025

**Parcel A Owner**

\_\_\_\_\_  
By. Michael Boyea, Member of MB Homes LLC

**Parcel B Owner**

Dean M. Laux POA  
\_\_\_\_\_  
Dean Laux

**ACKNOWLEDGMENT**

STATE OF WISCONSIN  
COUNTY OF OUTAGAMIE

This instrument was acknowledged before me August 15, 2025 by Michael Boyea, to me known to be the person who execute the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Name of notary public:  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_  
 This notarial act involved the use of communication technology

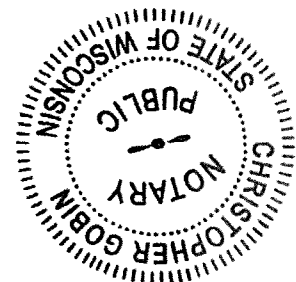
**ACKNOWLEDGMENT**

STATE OF WISCONSIN  
COUNTY OF OUTAGAMIE

This instrument was acknowledged before me on August 15, 2025 by Dean Laux, to me known to be the person who execute the foregoing instrument and acknowledged the same

[Signature]  
\_\_\_\_\_  
Name of notary public:  
Notary Public, State of Wisconsin  
My commission expires 10/23/26  
 This notarial act involved the use of communication technology

This document was drafted by  
Attorney Kristine J. Williams  
Transaction Nexus LLC  
2754 Oakwood Circle  
Oshkosh, WI 54904



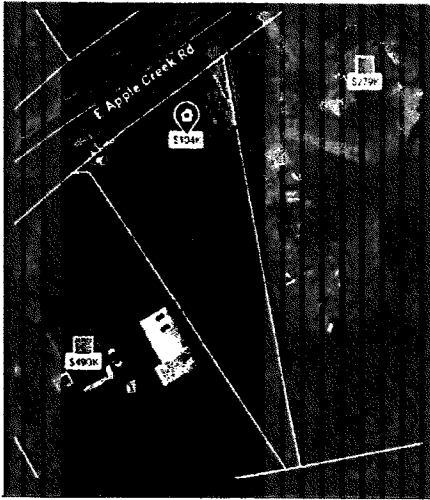
# EXHIBIT A

(Easement Property)

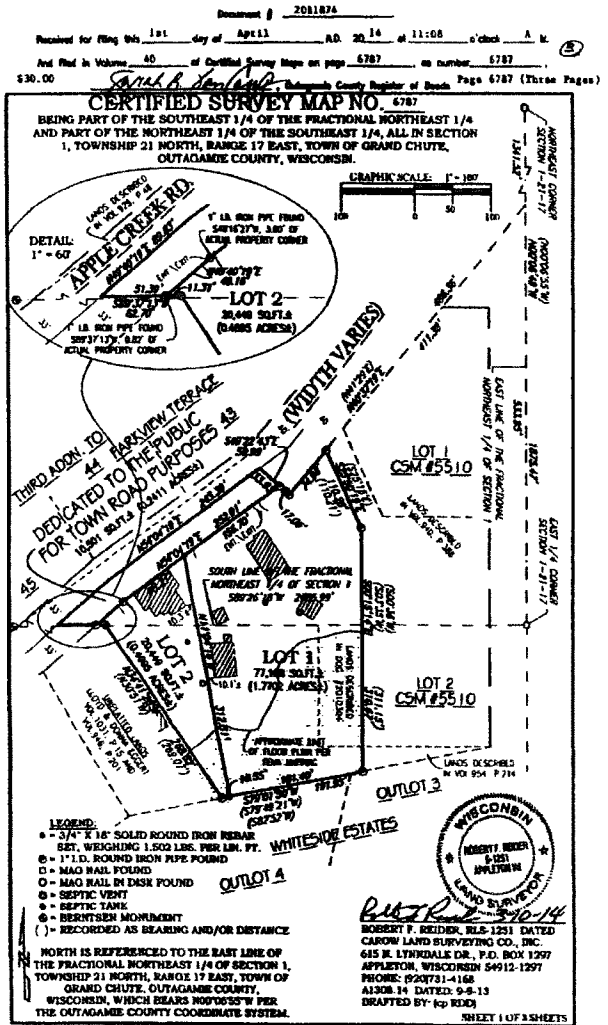
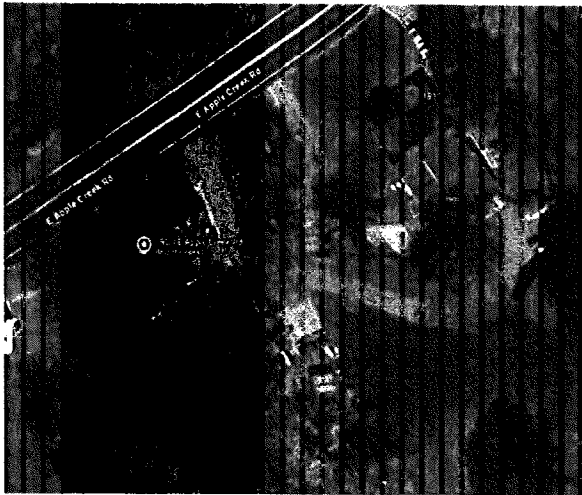
An easement for ingress and egress along the current driveway as shown on the below aeral images of Parcel A and Parcel B. Certified Survey Map No. 6787 recorded in the Office of the Register of Deeds for Outagamie County, Wisconsin on April 1, 2014, in Volume 40 on Page 6787, as Document No. 2011874 is also attached and incorporated herein for reference.

Reference 1: (Areal view with lot lines)

Reference 3: Certified Survey Map No. 6787



Reference 2: Zoomed in areal view without lot lines



### **Legal Description:**

Lot Two (2), Certified Survey Map No. 6787 recorded in the Office of the Register of Deeds for Outagamie County, Wisconsin on April 1, 2014, in Volume 40 on Page 6787, as Document No. 2011874, being part of the Southeast 1/4 of the Fractional Northeast 1/4 and part of the Northeast 1/4 of the Southeast 1/4, all in Section One (1), Township Twenty-one (21) North, Range Seventeen (17) East, Town of Grand Chute, Outagamie County, Wisconsin.

NOTE: The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.