

Document No.

**INGRESS/EGRESS
EASEMENT AGREEMENT**

Return to:
Jonathan P. Longfield
NEUBERGER, WAKEMAN, LORENZ
GRIGGS & SWEET
136 Hospital Drive
Watertown, Wisconsin 53098

12-012-0008-0000
12-012-0008-0005
12-012-0020-0005
12-012-0020-0000

Parcel Number

THIS INGRESS/EGRESS EASEMENT AGREEMENT (hereinafter "Agreement") is made between Todd Radloff (hereinafter "Radloff"), Gary F. Baker and Lois C. Tack (hereinafter collectively "Baker"), and Wisconsin River View Owners' Association View Home (hereinafter the "Association").

RECITALS

WHEREAS, Radloff is the owner of certain real property located in Crawford County, Wisconsin, as described as follows (hereinafter "Radloff Land"):

A parcel of land being located in the Northeast One-Quarter (NE ¼) of Section Two (2), Township Eight (8) North, Range Three (3) West, in the Town of Marietta, Crawford County, Wisconsin, more fully described as follows:

That part of the Northeast One-Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 2, as described in Warranty Deed recorded January 17, 2002 as Document No. 273379, EXCEPTING THEREFROM the East 417.07 feet thereof, as described in Warranty Deed recorded April 1, 2008 as Document No. 302507.

NOTE: All references to Warranty Deed recorded as Document No. 273379 include correction to first call in legal description being amended to read "... Southwest Quarter of Section 1307.21 to a 3/4" dia. rebar ..." as evidenced by Correction Deed from SAW, Inc. to Robert H. Shallenberg dated and signed by SAW, Inc. on September 17, 2002.

Parcel No. 12-012-0020-0000

WHEREAS, Baker is the owner of certain real property located in Crawford County, Wisconsin, as described as follows (hereinafter "Baker Land"):

Lot 11 of Crawford County Certified Survey Map No. 1229 recorded at the Office of the Crawford County Register of Deeds on June 18, 2008 in Volume 10 of Certified Surveys on Page 105 as Document No. 303370. Said Certified Survey Map being located in the NW ¼ of the NW ¼ and the SW ¼ of the NW ¼, Section 1, and the NE ¼ of the NE ¼ and the SE ¼ of the NE ¼, Section 2, T8N, R3W, Town of Marietta, Crawford County, Wisconsin.

Parcel No. 12-012-0020-0005

WHEREAS, the Association, pursuant to the Wisconsin River View Owners' Association Declaration, Provisions, Rules & Utility Easement, recorded in the Office of the Register of Deeds for Crawford County on June 24, 2008 as Document No. 303437 (hereinafter "Declaration"), consists of all parties or group of parties with an ownership interest in the following real property and was created for the use and enjoyment of all such parties (hereinafter "Association Land"):

Lots 9, 10 and 11 of Crawford County Certified Survey Map No. 1229 recorded at the Office of the Crawford County Register of Deeds on June 18, 2008 in Volume 10 of Certified Surveys on Page 105 as Document No. 303370. Said Certified Survey Map being located in the NW ¼ of the NW ¼ and the SW ¼ of the NW ¼, Section 1, and the NE ¼ of the NE ¼ and the SE ¼ of the NE ¼, Section 2, T8N, R3W, Town of Marietta, Crawford County, Wisconsin.

Parcel No. 12-012-0020-0005

Parcel No. 12-012-0008-0005

Parcel No. 12-012-0008-0000

WHEREAS, the Association is further responsible for maintaining, preserving, supervising, and regulating certain private roadways and easements described in the Declaration (hereinafter "Declaration Easements") as provided in the Declaration;

WHEREAS, Baker is willing to create an easement over a certain portion of the Baker Land for the benefit of Radloff for the purposes of ingress and egress from the Radloff Land to that right-of-way known as Badger Road; and

WHEREAS, the Association, for itself and its members, are willing to consent to the aforementioned easement for the benefit of Radloff and modify any rights of the Association, for itself and its members, related to the Easement Areas to permit the rights of Radloff described herein.

NOW, THEREFORE, the parties wish to clarify the rights and responsibilities associated with the aforementioned easement for the benefit of Radloff.

A G R E E M E N T

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

1. **Grant**. Baker grants a non-exclusive easement for the purposes of ingress and egress over a certain portion of the Baker Land and from the Radloff Land to that right-of-way known as Badger Road for the benefit of Radloff (hereinafter "Radloff Easement").
2. **Radloff Easement Area**. That certain portion of the Baker Land to which the Radloff Easement applies is as described on the attached Exhibit "A" (hereinafter "Radloff Easement Area").
4. **Permitted Users**. The Radloff Easement may be utilized by Radloff or Radloff's tenants, employees, and invitees.
5. **Rights of Use**. Radloff, Baker, and the Association, for itself and its members, are all permitted to use the Radloff Easement Area as their respective rights allow, whether through property ownership, described in this Agreement, described within the Declaration, or contained elsewhere, except that no party shall obstruct passage across the Radloff Easement Area or otherwise use the Radloff Easement Area in any manner that will ever impair or impede another party's valid use and enjoyment of the Radloff Easement or the Declaration Easements.
6. **Maintenance**. The Association shall maintain the Radloff Easement Area in accordance with the Declaration as part of its maintenance of the Baker Land to which the Declaration Easements apply, except that Radloff shall be required to pay an annual fee to the Association for the maintenance and care expenses of the Declaration Easements which is equal to the fee paid by a member of the Association for said annual period. Radloff shall not have any voting or approval rights associated with the Association and determination of said fee unless Radloff becomes a member of the Association by means other than this Agreement. Notwithstanding the foregoing, Radloff shall not be responsible for any fee for extraordinary maintenance and care of the Declaration Easement, including, but not limited to, grading or re-grading, blacktopping, resurfacing, or otherwise significantly altering its current condition, except to the extent said extraordinary maintenance and care applies to the Radloff Easement Area or is otherwise approved in writing by Radloff.

7. **Amendment of Declaration Easements.** To the extent necessary to give effect to the rights described herein to Radloff, and the Association, for itself and its members, do hereby modify, change, and amend their rights associated with the Declaration Easements.

8. **Indemnity.** Radloff shall indemnify and defend the Association, Baker, and Baker's tenants, employees, and invitees 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 the use of the Radloff Easement or the exercise of any rights granted in this Agreement by Radloff or Radloff's tenants, employees, and invitees, or any party acting by, through or under Radloff or Radloff's tenants, employees, and invitees.

9. **Covenant Runs with Land.** All 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 Radloff, Baker, the Association, and their respective successors and assigns. The Radloff Easement is an easement appurtenant to the Radloff Land and the Baker Land and may not be transferred separately from, or severed from, title to the Radloff Land and the Baker Land. Notwithstanding the foregoing, upon a party's conveyance of all its interest in the Radloff Land, Baker Land, or any rights associated with either or both properties, the transferring party shall be relieved of any further liability under this Agreement arising after the date of said transfer.

10. **Non-Use.** Non-use or limited use of the Radloff Easement shall not prevent Radloff from later use of the Radloff Easement to the fullest extent authorized in this Agreement.

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

12. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties which shall exist in perpetuity 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 Crawford County, Wisconsin.

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 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. **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 party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

16. **Authority.** Those undersigned executing this Agreement on behalf of an individual, a group of individuals, or an organization warrant and represent to the other parties that they are duly authorized to so act and to bind the individual, the group of individuals, or organization and hereby agree to indemnify any other party hereto, or their successors or assigns, 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, which result from any misrepresentation of this authority.

17. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning and interpretation of this Agreement.

18. **No Joint Venture.** Nothing in this Agreement shall be construed to make Radloff, Baker or the Association, or their successors or assigns, partners of one another or joint ventures of one another, or in any way to render any of said parties liable for the debts or obligations of one another or any other.

19. **No Merger.** The rights and interests created hereunder, including the easements created hereby, shall remain in full force and effect, notwithstanding the fact the same party may now or hereafter own and possess all of the real property interests associated therewith.

20. **Interpretation.** All terms and words used in this Agreement, whether singular or plural, and regardless of gender thereof, shall be deemed to include any other number or other gender as the context may require.

21. **Not a 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. Radloff, Baker and the Association agree to cooperate with each other and to take such measures as may be necessary to prevent any dedication to the public of the 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 any rights granted under this Agreement. Except as specifically provided herein, no rights, privileged or immunities hereunder shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.

22. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

BAKER

Dated: 11/14/2013

Gary F. Baker
Gary F. Baker

STATE OF WISCONSIN)
) ss.
COUNTY OF Waukesha

Acknowledged before me this 14th day of November, 2013, by
Gary F. Baker.



Faith M. Bertrand
Faith M. Bertrand
Notary Public, State of Wisconsin
My Commission: 11/2/2014

Dated: 11/14/2013

Lois C. Tack
Lois C. Tack

STATE OF WISCONSIN)
) ss.
COUNTY OF Waukesha

Acknowledged before me this 14th day of November, 2013, by
Lois C. Tack.



Faith M. Bertrand
Faith M. Bertrand
Notary Public, State of Wisconsin
My Commission: 11/2/2014

ASSOCIATION

WISCONSIN RIVER VIEW HOME
OWNERS' ASSOCIATION

By:

Dated: Nov. 14, 2013

Vernon Gyura
Vernon Gyura, Chairperson

STATE OF WISCONSIN)
) ss.
COUNTY OF Waukesha

Acknowledged before me this 14 day of November, 2013, by
Vernon Gyura, to me known to be the Chairperson of the Wisconsin River View Home Owners'
Association.

Suzanne Riener
Suzanne Riener
Notary Public, State of Wisconsin
My Commission: Aug. 18, 2017

This document was drafted by:

Jonathan P. Longfield
NEUBERGER, WAKEMAN, LORENZ,
GRIGGS & SWEET
136 Hospital Drive
Watertown, Wisconsin 53098
(920) 261-1630



EXHIBIT "A"

FOR: TODD RADLOFF
N5882 COUNTY ROAD S
LAKE MILLS, WI 53551

PLAT OF SURVEY

SHEET 1 OF 1
JOB ID: 1310151B
FIELD: MGR
DWG. BY: MGR

EASEMENT DESCRIPTION:

That part of a 66' wide strip of land, lying 33' on each side of the following described centerline traverse, located in Lot 11 of CSM #1229, being part of the NE 1/4 of the NE 1/4 of Section 2, T8N, R3W, Town of Marietta, Crawford County, Wisconsin, to wit:

Commencing at a 3/4" rebar found at the angle point in the west line of said Lot 11, thence N 00°55'05" W, 186.08' along the west line of Lot 11; thence N 89°04'55" E, 24.21' to the Beginning of said centerline traverse; thence N 00°11'44" W, 134.89'; thence N 05°38'34" E, 100.86'; thence N 19°05'48" E, 83.42'; thence N 30°30'24" E, 91.51' to the centerline of Badger Road and the End of said centerline traverse.

SURVEYOR'S CERTIFICATE:

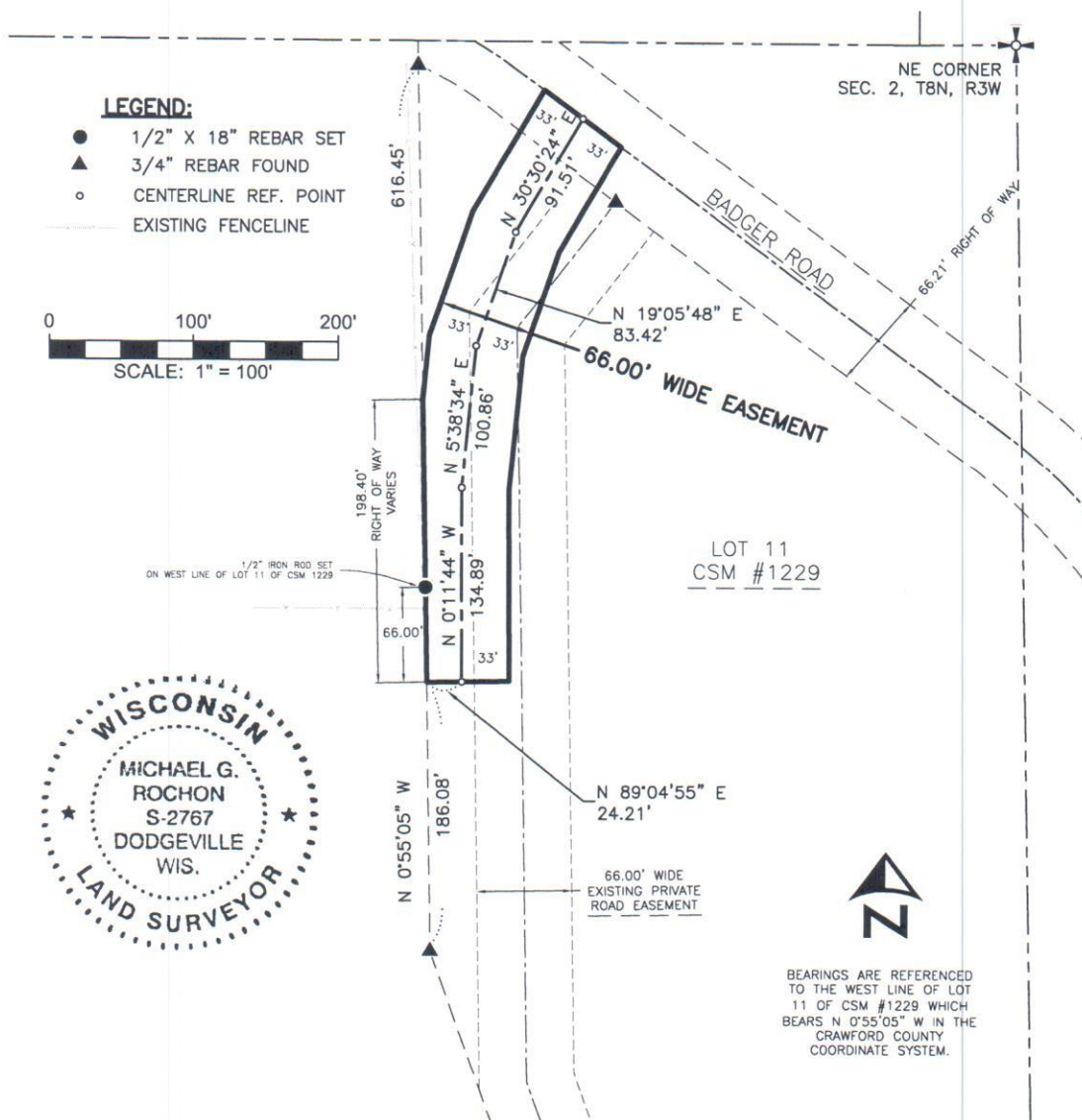
I hereby certify that I have made a survey according to the instructions and/or description furnished me and that the plat drawn is a correct representation of that survey to the best of my knowledge and belief.

Michael G. Rochon

10/23/2013

Michael G. Rochon, RLS No. S-2767

Date



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