

Exhibit I:
Access Easement
Kraemer to Hardie

ACCESS EASEMENT AGREEMENT

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Name and Return Address
Attorney Justin W. Peterson
Johns, Flaherty & Collins, S.C.
205 5th Avenue South, Suite 600
La Crosse, WI 54601

See attached Exhibits.
Parcel Numbers

THIS ACCESS EASEMENT AGREEMENT ("Agreement") is entered into this 5th day of January, 2023 by and between **John C. Kraemer** ("Parcel A Owner") and **Christian R. Hardie and Sheryl M. Hardie** ("Parcel B Owner").

Recitals

- A. Parcel A Owner is the owner of real estate and improvements located in the Town of Franklin, Jackson County, Wisconsin and legally described on Exhibit A attached hereto ("Parcel A");
- B. Parcel B Owner is the owner of real estate and improvements located in the Town of Franklin, Jackson County, Wisconsin and legally described on Exhibit B attached hereto ("Parcel B");
- C. Parcel A Owner desires to grant Parcel B Owner a nonexclusive easement appurtenant for ingress and egress purposes from Claire Road to Parcel B using the established field road depicted in the map attached hereto and incorporated herewith by reference as Exhibit C ("Easement Area"), subject to 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 of Easement.** Parcel A Owner grants Parcel B owner a perpetual nonexclusive easement appurtenant for pedestrian and vehicular ingress and egress purposes over and across the established field road depicted in Exhibit C in order to access Parcel B from Claire Road.

2. **Permitted Users.** The easement granted in Section 1 above may be used by all current and future owners of Parcel A and Parcel B, and their guests, invitees, contractors, successors, and assigns.

3. **Maintenance.** Parcel A Owner and Parcel B Owner shall share equally the reasonable and necessary maintenance and repair expenses associated with the Easement Area, including, but not limited to, repair and maintenance of the culvert over Little Creek. Notwithstanding the foregoing, each owner may improve the Easement Area at its own expense unless otherwise agreed between the owners of Parcel A and Parcel B.

Unless Parcel A Owner and Parcel B Owner agree otherwise, all maintenance, repair, and removal shall be performed by Parcel A Owner, and Parcel B Owner agrees to promptly pay its share of the expenses of maintenance, repair, and removal incurred by Parcel A Owner within 30 days of billing for the expenses. If Parcel B Owner does not promptly pay its share, Parcel A Owner may pay the full cost and then have an immediate right to reimbursement from Parcel B Owner, together with interest at the rate of 5% per year on the unpaid amount and all reasonable attorney fees and other collection costs incurred by Parcel A Owner. 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 10 days of 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 arbitration.

4. **Non-Use.** Non-use or limited use of the Easement granted in this Agreement shall not prevent Parcel B Owner from later use of the Easement to the fullest extent authorized in this Agreement.

5. **Indemnification.** Parcel B Owner shall indemnify, defend, and hold Parcel A Owner harmless from any and all liabilities, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, 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 or property on account of or arising out of the use of the Easement Area by Parcel B Owner or its employees, guests, contractors, assigns, invitees, or agents.

6. **Equal Right of Use.** The respective owners of Parcel A and Parcel B shall have equal rights of ingress and egress over the Easement Area and neither party shall take any action to prevent the other party's enjoyment of such rights. The owners of Parcel A and Parcel B shall use their best efforts to respect each party's use of the lands surrounding the Easement Area and Easement Area itself.

7. **Covenants Run with the Land.** All of the terms and conditions contained 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 the parties hereto and their respective heirs, successors, and assigns. The easement granted herein 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 Parcel B. The benefits of the easement granted herein shall not be extended to any property other than Parcel A and Parcel B without the unanimous consent of Parcel A Owner and Parcel B Owner, their successors, assigns, and heirs.

8. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed or modified 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 Jackson County, Wisconsin. This Agreement may be terminated only by unanimous written consent of the owners of Parcel A and Parcel B.

9. **Governing Law.** This Agreement shall be construed and enforced under the internal laws of the State of Wisconsin.

10. **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 the notice, the party sending the notice may use the address to which the other party's real estate tax bills are sent. Either party may change its address by providing written notice to the other party.

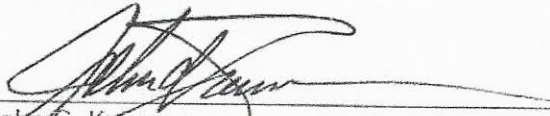
11. **Invalidity.** If any term or condition of this Agreement or the application of this Agreement to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which 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.

12. **Waiver.** No delay or omission by either party in exercising any right or power arising out of any default under 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.

13. **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 other party.


14. **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


John C. Kraemer

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

Subscribed and sworn to before me this 5th day of January, ~~2022~~ ²⁰²³, the above named John C. Kraemer (Parcel B Owner) to me known to be the person who executed the foregoing instrument and acknowledge the same.


Print Name: Karina O'Brien
Notary Public, State of Wisconsin
My Commission expires: is permanent



PARCEL B OWNER

Christian R. Hardie
Christian R. Hardie

Sheryl M. Hardie
Sheryl M. Hardie

STATE OF WISCONSIN)
 JACKSON) ss.
COUNTY OF ~~LA CROSSE~~)

Subscribed and sworn to before me this 35th day of NOVEMBER, 2022, the above named Christian R. Hardie (Parcel A Owner) to me known to be the person who executed the foregoing instrument and acknowledge the same.

Justin W. Peterson
Print Name: JUSTIN W. PETERSON
Notary Public, State of Wisconsin
My Commission expires: is permanent

THIS INSTRUMENT DRAFTED BY:

Attorney Justin W. Peterson
Johns, Flaherty & Collins, S.C.
205 Fifth Avenue South, Suite 600
La Crosse, WI 54601
(608) 784-5678

EXHIBIT A
PARCEL A LEGAL DESCRIPTION

Parcel Nos. 018-0287.0000

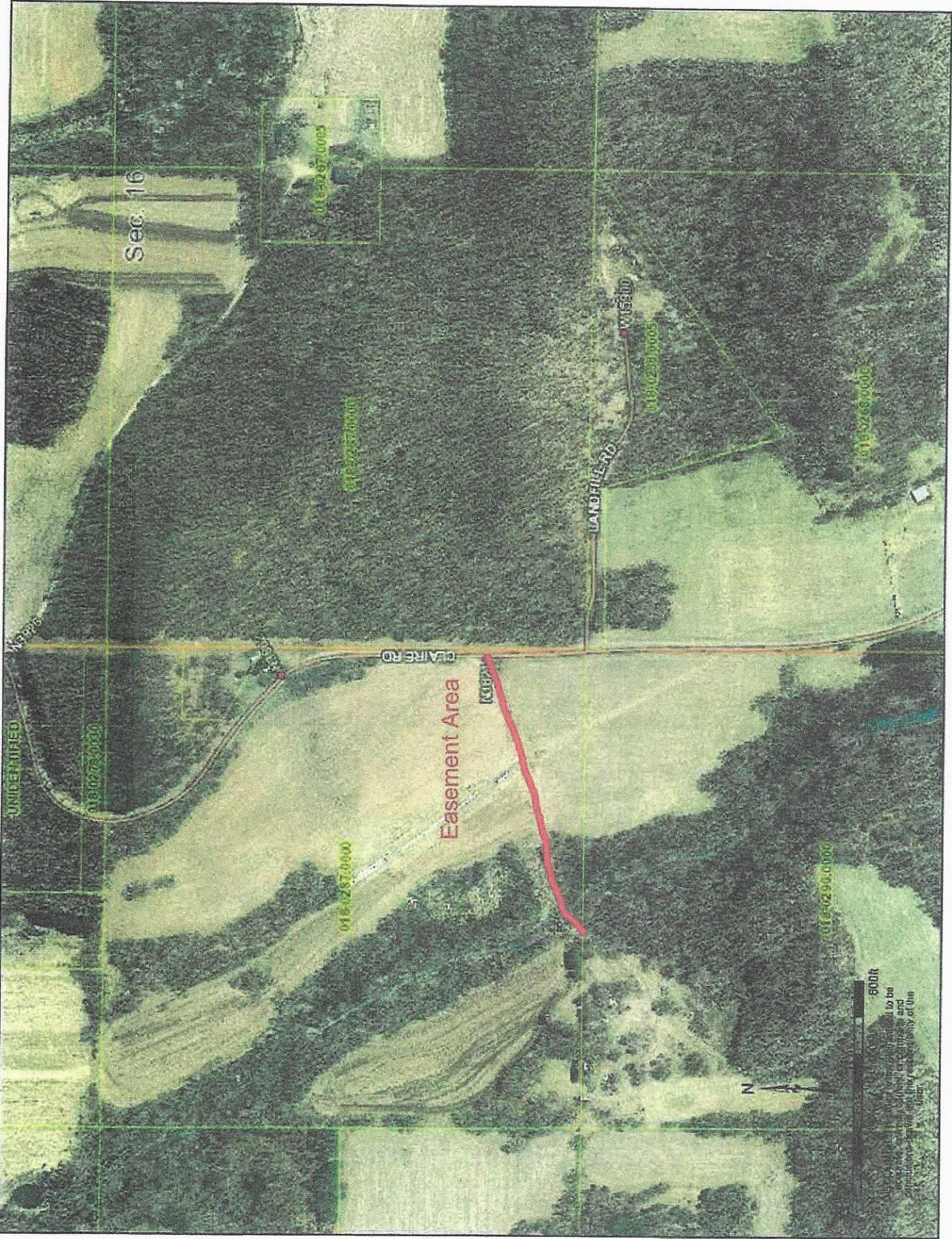
The Northeast Quarter of the Southeast Quarter of Section Seventeen, Township Twenty North, Range Six West, except the following described parcel of land: Commencing at the Southeast corner of said quarter-quarter; thence North along the East line of said forty 878 feet to the point of beginning; thence North 60° West 231 feet; thence North 110 feet; thence East 200 feet; thence South 225 feet along the East line of said forty to the point of beginning.

EXHIBIT B
PARCEL B LEGAL DESCRIPTION

Parcel No. 018-0290.0000

The Southeast Quarter of the Southeast Quarter Section Seventeen, Township Twenty North,
Range 6 West, Town of Franklin, Jackson County, Wisconsin.

EXHIBIT C
MAP



Sec. 16

Easement Area

CLAIRE RD

LANDHILL RD

W15500

UNDEVELOPED

800ft

This map is not intended to be used as a legal document and should not be relied upon for legal purposes. The user assumes all responsibility for the accuracy of the information shown on this map.