

## EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("agreement") is between The Jeffrey S. Sutton Family, LLC, (hereafter referred to as "Grantor"), and Christopher J. Kirchner and Jenna R. Kirchner, husband and wife (hereinafter referred to as "Grantee").

Whereas, Grantor and Grantee entered into a purchase agreement for the sale of the real estate property described in the deed to which this agreement is attached; and

Whereas, said purchase agreement called for the Grantor to reserve a 66' wide ingress/egress easement over and across the property being conveyed to Grantee; and

Whereas, said purchase agreement required that the easement be included in the deed; and

Whereas, the Grantor and Grantee desire to memorialize the easement terms of their purchase agreement into this agreement so that it can be attached to the deed;

NOW, THEREFORE, for and in consideration of the mutual promises herein made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Reservation of Easement.** Grantor reserves a permanent easement for ingress and egress over and across the south sixty-six feet (66') of that part of the North One-Half of the Southeast Quarter lying Southerly and Easterly of Lake Road, in Section Twenty-nine, Township Nineteen North, Range Five West, Jackson County, Wisconsin (the "easement"). This easement is intended to get the Grantor from Lake Road to Grantor's remaining property located in the Southeast Quarter of said Section Twenty-nine, Township Nineteen North, Range Five West, Jackson County, Wisconsin.
2. **Condition of Easement Area and Maintenance.** Grantor and Grantee accept the condition of the easement area as it exists on the date Grantor executes the deed to which this agreement is attached. Grantee shall be responsible to maintain the easement in substantially the same condition as it now exists. However, in the event that Grantor builds a permanent residence on the Grantor's remaining property which was described above in Provision 1 and uses the easement (or a portion thereof) as the access way for said residence, then Grantor and Grantee

shall share equally in the maintenance for that portion of the easement which is used as said access way for said residence. If either party hereto damages the easement area, said party causing said damage shall be responsible for the repairs thereto. In the event that Grantor wishes to improve the easement, beyond standard and routine maintenance, Grantor would be responsible for the cost of said improvements, however the maintenance of the improvements, once installed would remain the same as set forth above in this provision.

3. **Covenants Run with Land.** All of the terms and conditions in this agreement, including the benefits and burdens, shall run with the parties respective lands and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.
4. **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.
5. **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.
6. **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.
7. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
Authorized Member/Manager for:  
The Jeffrey S. Sutton Family, LLC

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
Christopher J. Kirchner

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
Jenna R. Kirchner

ACKNOWLEDGEMENT

STATE OF WISCONSIN        )  
  ) ss.  
\_\_\_\_\_ COUNTY        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 the above-named \_\_\_\_\_ to me known as the person who executed the foregoing instrument in their stated capacity and acknowledged the same.

\_\_\_\_\_  
\*  
\_\_\_\_\_  
Notary Public – State of Wisconsin  
My commission expires: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF WISCONSIN        )  
  ) ss.  
\_\_\_\_\_ COUNTY        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 the above-named Christopher J. Kirchner and Jenna R. Kircher to me known as the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\*  
\_\_\_\_\_  
Notary Public – State of Wisconsin  
My commission expires: \_\_\_\_\_

This document drafted by: Attorney Mark A. Radcliffe, Radcliffe Law Office SC,  
131 Main Street, Black River Falls, WI 54615.