

9. **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 nonprevailing party.

10. The parties hereto agree and understand that Attorney Mark A. Radcliffe of Radcliffe Law Office SC, represented the GRANTOR in this matter and gave no advice to GRANTEE.

11. The parties each warrant that the signing party hereto is duly authorized to enter into this agreement and to sign the same.

GRANTOR

Dated: 7-31-23
Ray A. Buttke
Ray A. Buttke, Grantee

GRANTEE

Dated: 8-15-23
Steven G. Bertsinger
STEVEN G. BERTSINGER

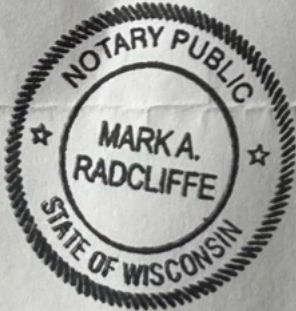
Dated: 8-15-2023
Joy M. Bertsinger
JOY M. BERTSINGER

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF JACKSON)

Personally came before me this 31st day of JULY, 2023 the above-named **Ray A. Buttke**, to me known as the person(s) who executed the foregoing instrument and acknowledged the same.

Mark A. Radcliffe
* MARK A. RADCLIFFE
Notary Public – State of Wisconsin
My commission expires: is permanent



ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF Jackson)

Personally came before me this 15 day of August, 2023 the above-named **Steven G. Bertsinger and Joy M. Bertsinger**, to me known as the person(s) who executed the foregoing instrument and acknowledged the same.

Tamie Jo Matalas
* Tamie Jo Matalas
Notary Public – State of Wisconsin
My commission expires: 5-8-2024

Tamie Jo Matalas
NOTARY PUBLIC
STATE OF WISCONSIN

This document drafted by: Attorney Mark A. Radcliffe, Radcliffe Law Office SC, 107 Main St, Black River Falls, WI 54615

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement"), is entered into by and between RAY A. BUTTKE (hereinafter referred to as "GRANTOR") and STEVEN G. BERTSINGER and JOY M. BERTSINGER, husband and wife (hereinafter referred to as "GRANTEE").

RECITALS:

A. Whereas, GRANTOR is purchasing certain property in Section 17, T23N, R4W, Town of Alma, Jackson County, Wisconsin as described and set forth on the attached Exhibit A, (hereinafter also referred to as "Grantor's Property"); and

B. Whereas, GRANTEE owns certain property in Section 18, T23N, R4W, Town of Alma, Jackson County, Wisconsin as described on the attached Exhibit A, (hereinafter also referred to as "Grantee's Property"); and

C. Whereas, GRANTOR desires to grant to GRANTEE, and GRANTEE desires to receive from GRANTOR, a non-exclusive ingress and egress easement over Grantor's Property for the benefit of Grantee's Property.

AGREEMENT

For \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. The above-stated **RECITALS** are incorporated herein as if fully restated here.
2. **Grant of Non-exclusive Ingress and Egress Easement from GRANTOR TO GRANTEE.** GRANTOR hereby grants to GRANTEE a non-exclusive easement for ingress and egress over and across the Grantor's Property as set forth and described on the attached Exhibit A, which shall also be known, and referred to, as the Easement Area, for the benefit of Grantee's Property.
3. **Condition of Easement Area and No Parking .** The GRANTEE accepts the condition of the easement area as it exists on the date of this Agreement. There shall be no parking on, or blocking of, the Easement Area by GRANTEE, or their guests, invitees, agents, employees, or any other party acting under GRANTEE's authority.
4. **Term / Maintenance.** The easement granted herein shall be non-exclusive and permanent. GRANTEE shall be responsible for any improvements to the easement area that they desire to put in, if any, and for any damage they cause to the easement area.
5. **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 heirs, successors, and assigns.
6. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
7. **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.
8. **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.

DocId:8013313
Tx:4009146

Document Number: 413910
Shari Marg
Register of Deeds
Jackson County, WI
Recorded: 08/15/2023 11:13 AM
Transfer Tax Paid:
Transfer Tax Exempt #
Recording Fee Paid: 30.00
Number of Pages: 3

Return to:

Radcliffe Law Office SC
107 Main Street
Black River Falls, WI 54615

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

Document Number: 413911
Shari Marg
Register of Deeds
Jackson County, WI
Recorded: 08/15/2023 11:13 AM
Transfer Tax Paid: 513.30
Transfer Tax Exempt #
Recording Fee Paid: 30.00
Number of Pages: 1

THIS DEED, made between **STEVEN G. BERTSINGER and JOY M. BERTSINGER, his wife and in her own right,**

("Grantor," whether one or more), and **JAMES LITSCHER, a married person,**

("Grantee," whether one or more).

Grantor for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in **Jackson** County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Lot One of Jackson County Certified Survey Map No. 2986, as recorded in Volume Twelve of Surveys, page 283, Document No. 333731, being a part of the Northeast Quarter of the Northeast Quarter of Section Eighteen, and the Northwest Quarter of the Northwest Quarter of Section Seventeen, all in Township Twenty-three North, Range Four West, Town of Alma, Jackson County, Wisconsin.

Recording Area

Name and Return Address
James Litscher
W450 Buehler Valley Road
Fountain City, WI 54629

006-0262.0010; 006-0273.0005

Parcel Identification Number (PIN)

This is not homestead property.
(18) (is not)

Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances except: **zoning and municipal ordinances, easements and restrictions of record.**

Dated August 15, 2023 .

(SEAL)

Steven G. Bertsinger
*Steven G. Bertsinger

(SEAL)

(SEAL)

Joy M. Bertsinger
*Joy M. Bertsinger

(SEAL)

AUTHENTICATION

Signature(s)

ACKNOWLEDGMENT
STATE OF WISCONSIN)

authenticated on

JACKSON) ss.
COUNTY)

Personally came before me on August 15, 2023 ,
the above-named **Steven G. Bertsinger and Joy M. Bertsinger**

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

Tamie Jo Matalas
NOTARY PUBLIC
STATE OF WISCONSIN

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:
ATTORNEY PAUL BOHAC
Black River Falls, WI

Tamie Jo Matalas
* **Tamie Jo Matalas**

Notary Public, State of Wisconsin

My commission (is permanent) (expires: May 8, 2024)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

*Type name below signatures.

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EXHIBIT A

GRANTOR'S PROPERTY – ALSO REFERRED TO AS THE EASEMENT AREA:

A strip of land 33.00 feet wide, lying in the Northwest quarter of the Northwest quarter of Section 17 in Township 23 North of Range 4 West, Town of Alma, Jackson County, Wisconsin, described as follows:
Commencing at the Northeast corner of the aforesaid quarter-quarter; thence South 0°24'28" East, on the East line thereof, 987.14 feet, to the Northeast corner of Lot 1 of Certified Survey Map (CSM) No. 2986, recorded in Volume 12 of CSM's on Page 283 as Document No. 333731; thence North 89°38'14" West, on the North line of said Lot 1, 70.69 feet, to the West right-of-way line of County Road F and the point of beginning; thence North 89°38'14" West, on said North line, 680.00 feet; thence North 0°21'46" East, at a right angle to said North line, 33.00 feet; thence South 89°38'14" East, parallel with said North line, 680.11 feet, to the West right-of-way line of County Road F; thence South 0°33'19" West 33.00 feet, to the point of beginning.

GRANTEE'S PROPERTY:

Lot One of Jackson County CSM No. 2986, as recorded in Volume 12 of Surveys, Page 283, Document No. 333731; being a part of the NE ¼ of the NE ¼ of Section 18, Township 23 North, Range 4 West, Town of Alma, Jackson County, Wisconsin.