

Document No.

**JOINT ACCESS  
EASEMENT AGREEMENT**

Return to:

Sautebin Law Office  
P.O. Box 67  
Greenwood, WI 54437

Parcel Numbers

THIS JOINT ACCESS AGREEMENT (the Agreement) is between **Raymond Potts, a/k/a Raymond A. Potts, (Parcel A Owner)** and **Dean N. Gregory and Aspasia D. Gregory, husband and wife, (Parcel B Owner)**.

**RECITALS :**

A. Parcel A Owner is the owner of certain real property located in Clark County, Wisconsin, as described on the attached Exhibit A and referred to on the exhibit and in this Agreement as Parcel A.

B. Parcel B Owner is the owner of certain real property located in Clark County, Wisconsin, as described on the attached Exhibit A and referred to on the exhibit and in this Agreement as Parcel B.

C. Parcel A Owner and Parcel B Owner, for mutual consideration, hereby agree that the property owned by Parcel A Owner as described as Parcel C on Exhibit A can be used by Parcel B Owner to provide access to their property described as Parcel B.

#### AGREEMENT

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

1. **Grant.** Parcel A Owner grants a nonexclusive easement and right-of-way to Parcel B Owner and to Parcel B Owner's successors and assigns as the owner of Parcel B to use the easement property as access for ingress and egress purposes to Parcel B.

2. **Permitted Users.** The easement granted in Section 1, above, may be used by the Parcel A Owner and their tenants, invitees and successors in interest in common with Parcel B Owner and their tenants, invitee, and successors in interest.

3. **Construction and Maintenance Costs.** Both parties understand that there is a current easement which exists on the property described in Parcel C which provides ingress and egress access to property adjacent to Parcel B. The easement is on record in Volume 648 Records, Page 283, as Document No. 497623 and was amended as Document No. 577715 in the Clark County Register of Deeds office. The parties further understand that there is a locked gate on said parcel and that the parties to this easement have, or will obtain, a key to said gate so that Parcel B Owner can use the roadway constructed on said easement. Parcel B Owner will bear any maintenance or repair expenses on said easement which are solely attributable to the activities of Parcel B Owner.

4. **Equal Rights of Use.** Parcel A Owner and Parcel B Owner shall have equal rights of ingress and egress over the access easement and shall take no action to prevent the other party's enjoyment of such rights and Parcel B Owner shall take no action to prevent Parcel A Owner's customers, suppliers, invitees, and successors to use the parcel described herein.

5. **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 successors and assigns.

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

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

8. **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 Clark County, Wisconsin.

9. **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.

10. **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.

11. **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.

12. **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.

Dated:

5/12/11

Raymond A. Potts  
(Parcel A Owner)

Dean N. Gregory  
(Parcel B Owner)

Dean N. Gregory PJA  
(Parcel B Owner)

ACKNOWLEDGMENT

STATE OF WISCONSIN  
COUNTY OF CLARK

Personally came before me this 12 day of MAY, 2011,  
the above named Raymond Potts a/k/a Raymond A. Potts, Dean N.  
Gregory, and Aspasia D. Gregory, to me known to be the persons who  
executed the foregoing instrument and acknowledged the same.



Elizabeth A. Hagedorn

Notary Public, State of Wisconsin  
My commission: 10/27/13

This Document Drafted by:  
Attorney Bruce L. Sautebin  
Greenwood, WI 54437

ATTACHMENT TO EASEMENT

Potts to Gregory

ACKNOWLEDGEMENT

STATE OF WISCONSIN )

COUNTY OF Jackson )ss

Personally came before me this 13 day of May 2011, the above named Dean W and Anpasia Gregory, to me known to be the person (s) who executed the foregoing instrument and acknowledge the same.

Tomie So Matales  
Signature of Notary Public

Tomie So Matales Notary Public Jackson County, WI.  
Type or Print Name

My commission is permanent. (If not, state Expiration Date: 4-15-2012).

**EXHIBIT A**

PARCEL A

NW 1/4 of the NE 1/4 of Section 8, Township 25 North, Range 2 West.

PARCEL B

NW 1/4 of the NW 1/4 and Government Lot 8 of Section 9, and NE 1/4 of the NE 1/4 of Section 8, All in Township 25 North, Range 2 West.

PARCEL C - ACCESS EASEMENT PROPERTY

North 33 feet of the NW 1/4 of the NE 1/4 of Section 8, Township 25 North, Range 2 West.