

PEDESTRIAN ACCESS EASEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into by and between **Clarence Stanczyk and Nora Stanczyk** (hereinafter together referred to as "**Grantor**") and the **State of Wisconsin, Board of Commissioners of Public Lands** ("**Grantee**").

RECITALS

- A. Grantor is the owner of real property located in the Town of Sherman, Iron County, Wisconsin, described as: the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the west 40 feet of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, both in Section 23 of Township 41 North, Range 3 East ("**Grantor's Property**" or "**Burdened Property**").
- B. Grantee is the owner of real property located in the Town of Sherman, Iron County, Wisconsin, described as: the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ in Section 22 of Township 41 North, Range 3 East (the "**Benefitted Property**").
- C. Grantor is willing to grant to Grantee a nonexclusive pedestrian access easement ("**Access Easement**") over and across the Burdened Property as described in more detail below and as depicted on **Exhibit A**, attached hereto and incorporated herein, subject to the terms and conditions set forth below.

AGREEMENT

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

- 1. Incorporation of Recitals.** Grantor and Grantee confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.
- 2. Grant of Pedestrian Access Easement.** Grantor grants to Grantee and Grantee's licensees, invitees, successors and assigns, a perpetual, nonexclusive easement for the purpose of pedestrian ingress and egress across the west 40 foot of the NW/NW and an isosceles triangle-shaped area in the northwest corner of the SW/NW having two 40 foot-long sides and a base (the unequal side) of approximately 56.57 feet, both located in Section 23 of Township 41 North, Range 3 East ("**Easement Area**") for the benefit of the Benefitted Property. This is not a utility easement.
- 3. Grantee Obligations.** Grantee agrees to comply with all applicable laws, regulations, and ordinances. Grantee shall not willfully or maliciously damage the Easement Area. If Grantee fails to comply with these obligations, Grantor shall have all remedies available under the law.
- 4. Consistent Uses Allowed.** Grantor reserves the right to use the Easement Area for purposes that will not interfere with Grantee's full enjoyment of the rights granted in this Agreement.

170775



Filing Fee: \$30.00

Pages: 5

IRON COUNTY, WISCONSIN

Daniel J. Soine, Register of Deeds

Recorded on:

July 26, 2021 9:00 AM

Return to: State of Wisconsin
Board of Commissioners of Public Lands
P.O. Box 277
Lake Tomahawk, WI 54539-0277

Parcel Identification Number (PIN):

Burdens: 020-0766-0200 and part of 020-0767-0000

Benefits: 020-0724-0000

5. **Construction and Maintenance.** Grantor shall have no obligation for maintenance costs associated with the Easement Area. Most of the Easement Area crosses a wetland and no roads may be constructed across the wetland areas by Grantee and no motorized vehicles or ATVs/UTVs are permitted by Grantee. Any proposed improvements, including but not limited to boardwalks, may not be constructed unless Grantor provides prior written consent. Grantee shall repair any damage to the Easement Area caused by Grantee or Grantee's licensees or invitees. Grantee may not cut any trees on Grantor's land without Grantor's consent.
6. **Gate.** Both Grantor and Grantee are prohibited from erecting a gate at the entrance of the easement or on the easement. Both Grantor and Grantee are prohibited from blocking the easement.
7. **Parking/Hunting.** Parking and hunting on the easement are prohibited.
8. **Indemnity.** The Grantee agrees to protect, indemnify, and save harmless the Grantor, its agents and employees, from and against any and all claims, demands, suits, liability, costs and expense, by reason of loss or damage to any property or bodily injury to or death of any person whatsoever, that may arise directly or indirectly (a) from the Grantee's maintenance, repair, or use of the Easement; (b) out of Grantee's exercise of any and all rights granted by this Easement, and (c) out of any defect or insufficiency of title or authority to convey this Easement.
9. **Subdivision Restriction.** The easement is for the benefit of the Grantee's present ownership, as a whole, and may not be further subdivided, transferred separately from or severed from title to the Grantee's present ownership as described above. Furthermore, the benefits granted by this Easement shall not be extended to provide access to any subdivisions, lots or parcels created off of the Grantee's present ownership of the entire parcel. Any purported subdivision of this Easement shall constitute a material breach of this Easement and this Easement shall be automatically considered null and void.
10. **Covenants Run with The Land.** All the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, and inure to the benefit of, and be enforceable by Grantee and Grantor and their respective heirs, successors, and assigns.
11. **Non-Use.** Non-use or limited use of the Easement rights granted in this Agreement shall not prevent Grantee from later use of the easement rights authorized in this Agreement.
12. **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 the owners of the benefitted and burdened property and duly recorded in the office of the Register of Deeds of Iron 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 the 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 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 of this Agreement, either to restrain or prevent the violation or to obtain any other relief.

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

This is not homestead property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE AND EXHIBIT MAP FOLLOW]

GRANTOR:

Nora Stanczyk
Nora Stanczyk

STATE OF WISCONSIN)
COUNTY OF Portage) ss

Personally came before me this 20 day of July, 2021, the above named Nora Stanczyk, personally known to me and acknowledged that she did execute the foregoing instrument.

[Signature] (signature)
JIMMYEER M KURSZEWSKI (printed)

Notary Public State of Wisconsin
My Commission is Permanent/ Expires 1-6-24

GRANTOR:

X

Clarence Stanczyk
Clarence Stanczyk

STATE OF WISCONSIN)
COUNTY OF Portage) ss

Personally came before me this 20 day of July, 2021, the above named Clarence Stanczyk, personally known to me and acknowledged that he did execute the foregoing instrument.

[Signature] (signature)
JIMMYEER M KURSZEWSKI (printed)

Notary Public State of Wisconsin
My Commission is Permanent/ Expires 1-6-24

This instrument was drafted by the Wisconsin Board of Commissioners of Public Lands.

Exhibit A

