

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

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Document Number

Document Title

**PRIVATE EASEMENT AGREEMENT FOR
INGRESS AND EGRESS**

THIS AGREEMENT made this 4th day of APRIL,
2023 between Darrell B. Loper, (Grantor), and Sean M. Gallagher and
Morgan Gallagher, (Grantee).

PLEASE SEE ATTACHED EXHIBITS FOR LEGAL
DESCRIPTIONS

Recording Area

Name and Return Address

Attorney Geoff Lorenz
113 S. Main St., Ste. 301
P.O. Box 112
Lodi, WI 53555

022/0908-163-9501-6

022/0908-164-8690-9

Parcel Identification Number (PIN)

RECITALS

WHEREAS, Grantor is the owner of certain real estate located in the Town of Dane, Dane County, Wisconsin, as more particularly described on the attached and incorporated Exhibit A and referred to in this Agreement as Parcel A; and

WHEREAS, Grantee is the owner of certain real estate located in the Town of Dane, Dane County, Wisconsin, as more particularly described on the attached and incorporated Exhibit B and referred to in this Agreement as Parcel B; and

WHEREAS, Grantor desires to grant to Grantee and all present and future owners, occupants, agents, assigns, employees, guests, licensees, and invitees, a perpetual nonexclusive easement to use portions of real estate described in Exhibit A as a drive aisle for vehicular and pedestrian ingress and egress over, on, and across such described area to obtain access to and from Parcel B.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned parties hereby covenant and agree as follows:

AGREEMENT

1. Improvements for Ingress and Egress. Any improvements for ingress and egress will be done only by mutual written consent between owners of Parcel A and Parcel B. Signs and/or gates may be placed to control uninvited persons by mutual agreement of the parties.

2. Maintenance. Both parties shall be responsible for the maintenance of the respected easement area, including keeping the ingress and egress area in a safe and usable condition for its intended purposes, hazard free, and removing any unwanted debris, to allow reasonable travel through the ingress and egress easement area, with all work to be performed in a good and workmanlike fashion and in a timely manner.

3. Consistent Uses Allowed. Grantor and Grantee shall each have the rights to use the described easement area in any way consistent with the grant in this Agreement. This easement Agreement shall be only for the limited purpose of access, ingress, egress and maintenance to and from Grantee's property. Any operation of heavy equipment operation is subject to permission from Grantor. Nothing in this Easement Agreement is intended to prohibit use of the land subject to easement by the Grantor, provided such use does not interfere with the use of the ingress and egress of the easement.

4. Barriers. The parties intend that Parcel A and Parcel B shall be served by a single continuous easement area that ingress and egress between the portion located on Parcel A and the portion located on Parcel B shall be open and unobstructed at all times. Accordingly, neither party shall do anything to unreasonably interfere with the use of the easements granted under this Agreement by the other party or by the users. No barriers, fences, dividers, or other obstructions shall be constructed on or across any easement area to prevent, prohibit, or discourage the free and uninterrupted flow of ingress and egress traffic. Fencing is permitted only for farm grazing or livestock with gates to provide access to easement.

5. Ingress and Egress Agreement to Run with Land. This Easement and maintenance agreement described herein shall run with the land and shall be for the benefits and use of the present owners, and his, her or their grantees, heirs, successors or assigns and shall be binding upon all future parties with interest in the parcels herein described.

6. Damage to Easement Property. Grantor and Grantee shall be responsible for any damage they may cause to the easement property. The party responsible for such damage shall promptly make all needed repairs, restoring the easement property to its condition prior to the damage. Grantee shall be responsible for any damage to cropland caused by ingress and egress of the easement described herein to Parcel A and shall promptly repair and restore any said damage.

7. Liability: Indemnification and Exculpation. To the extent permitted by law, each party agrees to indemnify and hold the other harmless, including its heirs, representatives, agents, employees, successors and assigns, from any and all costs, liabilities, damages, losses, claims, actions or proceedings whatsoever, including, without limitation, for injury to persons (including death) which may be claimed to have arisen out of (i) any damage, accident, injury or other similar occurrences in the Easement Area due to its negligence or misconduct; or (ii) the use, maintenance or repair of the Easement Area by its guests, invitees, agents, or contractors.

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

9. Invalidity. If any term or condition of this Agreement, or of 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.

10. 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 part shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

11. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized under 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 all parties to this Agreement and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.

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 of 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.

14. Recording. Upon its execution, the Easement shall be recorded with the Register of Deeds of Dane County, Wisconsin.

For Signature:

Darrell B. Loper
Darrell B. Loper, Grantor

3 - 27 - 23
Dated

STATE OF WISCONSIN)

) SS:

COUNTY OF COLUMBIA)

Personally came before me on this 27 day of March, 2023, the above-named Darrell B. Loper to me known to be the person who executed the foregoing instrument and acknowledged the same.

Geoffrey J. Lorenz
Geoffrey J. Lorenz
Notary Public, State of Wisconsin
My Commission is Permanent.

Sean M. Gallagher
Sean M. Gallagher, Grantee

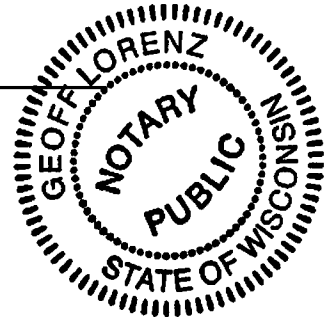
4-4-23
Dated

STATE OF WISCONSIN)
)
COUNTY OF)

SS:

Personally came before me on this 4 day of ~~March~~^{APRIL}, 2023, the above-named Sean M. Gallagher to me known to be the person who executed the foregoing instrument and acknowledged the same.

Geoffrey J. Lorenz
Geoffrey J. Lorenz
Notary Public, State of Wisconsin
My Commission is Permanent.



Morgan Heiser
Morgan Heiser, Grantee

4/4/23
Dated

STATE OF WISCONSIN)
)
COUNTY OF COLUMBIA)

SS:

Personally came before me on this 4 day of ~~March~~^{APRIL}, 2023, the above-named Morgan Gallagher to me known to be the person who executed the foregoing instrument and acknowledged the same.

Geoffrey J. Lorenz
Geoffrey J. Lorenz
Notary Public, State of Wisconsin
My Commission is Permanent.

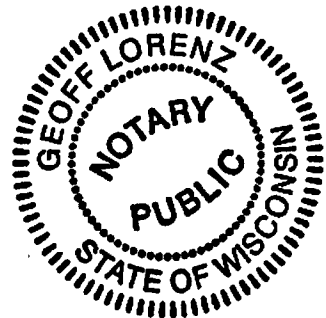


EXHIBIT "A"

The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 16, Township 9 North, Range 8 East, Town of Dane, Dane County, Wisconsin, EXCEPT lands conveyed by Warranty Deed recorded as Document No. 1293282, AND ALSO EXCEPT lands conveyed by Warranty Deed recorded as Document No. 2253962, AND ALSO EXCEPT those lands conveyed by Warranty Deed recorded August 6, 1998 as Document No. 3003194.

EXHIBIT "B"

PARCEL 1:

The North half (N ½) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 16, Township 9 North, Range 8 East, in the Town of Dane, Dane County, Wisconsin.

The South half (S ½) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 16, Township 9 North, Range 8 East, in the Town of Dane, Dane County, Wisconsin.

PARCEL 2:

Non-Exclusive easement for the benefit of PARCEL 1 created by instrument recorded on December 22, 2008, as Document No. 4487899, for ingress and egress.

