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Declaration of Access Easement for
Shared Driveway and Utilities

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GREEN COUNTY, WISCONSIN

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Recording Area

Name and Return Address

Attorney Amanda M. Fields
Schluesche Fields S.C.
250 N. 18th Avenue, Suite 106
Monroe, WI 53566

Parcel Identification Number (PIN)

SEE ATTACHED DOCUMENT

UNLICENSED TO KUM ABSTRACT AND NOT FOR SUBLICENSE, RELICENSE, OR ANY OTHER TRANSFER

This instrument drafted by:

Attorney Amanda M. Fields
Schluesche Fields S.C.
Monroe, WI 53566

**DECLARATION OF ACCESS
EASEMENT FOR SHARED DRIVEWAY AND UTILITIES**

WHEREAS, Jeffrey Paul Klossner Living Trust dated February 16, 2017 and Patricia Ann Klossner Living Trust dated February 16, 2017 ("Klossner Trusts") are the present owners of the following described property (hereinafter referred to as the "Klossner Property"):

Lot 2, Certified Survey Map Number 3452, as recorded in Volume 13 of Certified Survey Maps, on Pages 18-19, as Document Number 436768, Green County Register of Deeds.

and WHEREAS, John D. Anderson and Stefanie L. Anderson ("Andersons") are the present owners of the following described property (hereinafter referred to as the "Anderson Property"):

Lot 1, Certified Survey Map Number 3452, as recorded in Volume 13 of Certified Survey Maps, on Pages 18-19, as Document Number 436768, Green County Register of Deeds.

WHEREAS, the parties wish to create an access easement for shared driveway and utilities;

NOW, THEREFORE, in consideration of the covenants and promises herein, the undersigned parties agree as follows:

1. Klossner Trusts hereby grant to Anderson, along with any subsequent owners, heirs, legal representatives, successors, assigns, and lessees of said Lot 1 of Certified Survey Map 3452, together with such agents, guests, and invitees an easement for ingress and egress over and upon 750.12' of the 66' wide access easement as depicted on CSM 3452, which is attached hereto as Exhibit A.

2. The easement granted herein (the "Shared Driveway") is for nonexclusive ingress and egress access to Zentner Road from the Anderson Property by all reasonable methods of travel, including vehicular travel, and farm machinery limited to tractors with 85 or fewer horsepower with Category 2 hitches and the machinery and implements which such tractors may pull or operates. Additionally, the easement may be used as a utility corridor for the installation, maintenance, repair, and/or replacement of any utility services to Lot 1 and/or Lot 2.

3. Maintenance of Shared Driveway. The Shared Driveway is currently a gravel driveway. Klossner Trusts shall coordinate for any repairs, maintenance, and/or replacement of the Shared Driveway, including, without limitation, contracting for the removal of snow and ice, grading, gravelling and keeping the Shared Driveway in a clean and attractive condition, free of accumulated paper, debris and other refuse, and all other repair, maintenance, and replacement as required to maintain the Shared Driveway in a good and useable condition and in accordance with all applicable laws and governmental rules and regulations (collectively, "Maintenance")

Work performed shall be cost competitive with invoices to be sent to the Klossner Trusts. Klossner Trusts shall, from time-to-time, give Andersons, written notice of the cost of Maintenance incurred, along with actual invoices for the work performed (each, a "Maintenance Statement"). Within thirty (30) days after receipt of a Maintenance Statement, Andersons shall reimburse Klossner Trusts for Anderson's share of Maintenance costs determined as follows:

During such time as a commercial business is operated on Klossner Property, Anderson Property shall pay 25% and Klossner Property shall pay 75% of the cost of Maintenance of the Shared Driveway.

If the Klossner Property owner determines to discontinue the commercial business operations on the Klossner Property, the Klossner Property owner shall give as much advance written notice to the Andersons as possible prior to the discontinuance of operations.

After such time, Anderson Property shall pay 50% and Klossner Property shall pay 50% of the cost of Maintenance of the Shared Driveway.

4. Notwithstanding the foregoing, each party shall be responsible, at their own cost, to restore or repair all damage or disturbance to the easement area caused by that party's negligence, or negligence of their guests, agents, licensees, customers, invitees, or tenants.

5. Should any improvements to the Shared Driveway be required to accommodate, or as a result, of the development of the Anderson Property, such improvements shall be installed by Andersons at its sole cost and expense. If either party uses the Shared Driveway for the installation, maintenance, repair, and/or replacement of any utility services as permitted herein, such costs shall be at the sole cost of the party undertaking such action.

6. Enforcement of this Agreement may be by proceedings under law or in equity against any person or entity 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. Venue for any disputes shall be in the Circuit Court for Green County, Wisconsin.

Neither party shall obstruct the easement area described herein so as to interfere with its use by those persons and entities authorized to use the same.

8. The above provisions shall be perpetual, shall run with the land, and shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, grantees, successors, assigns, and subsequent owners of the Klossner Property and Anderson Property.

9. The undersigned represent and warrant that they are duly authorized to execute this instrument.

IN WITNESS WHEREOF, the parties have executed this Declaration of Access Easement for Shared Driveway and Utilities.

JEFFREY PAUL KLOSSNER LIVING TRUST
Dated: Jan 15, 2021 By: [Signature] (SEAL)
Jeffrey Paul Klossner, Trustee

PATRICIA ANN KLOSSNER LIVING TRUST
Dated: Jan 15, 2021 By: [Signature] (SEAL)
Patricia Ann Klossner, Trustee


Dated: Jan 15, 2021 By: [Signature] (SEAL)
John D. Anderson

Dated: Jan 15, 2021 By: [Signature] (SEAL)
Stefanie L. Anderson

STATE OF W
COUNTY OF

COUNTY OF 

ABSTRACT


Name: Alicia M. Anderson



My commission is permanent.

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