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**972030**  
**BETH PABST**  
**REGISTER OF DEEDS**  
**ST. CROIX CO., WI**  
**RECEIVED FOR RECORD**  
**01/24/2013 3:11 PM**  
**EXEMPT #:**  
**REC FEE: 30.00**  
**PAGES: 5**

**DRIVEWAY EASEMENT AGREEMENT**

Edina Realty Title  
400 South Second Street, #115  
Hudson, WI 54016-1964

File # 1030722

(2)

-5

PIN: 040-1056-80-000;  
040-1057-20-000

This Agreement dated this 10<sup>th</sup> day of January, 2013, is by and between Clair H. Wilcoxson and Donna J. Wilcoxson, husband and wife, (hereinafter "Wilcoxsons") and William Alan Owens (hereinafter "Owens") collectively referred to as the "Parties."

**WHEREAS**, The Parties received title to adjoining properties from their parents, Donald D. and M. June Owens and William Alan Owens received his property including an easement.

**Whereas** the location and existence of the easement has been questioned and this Agreement is made to clarify the easement location and establish terms and conditions for the use of said easement.

**Whereas**, Owens received title to the following described property by land contract in 1982:

"The West Half of the Southeast Quarter of the Southeast Quarter (W 1/2) of SE 1/4 of SE 1/4) of Section Fourteen (14), Township Twenty-eight (28) North, Range Nineteen (19) West, Town of Troy EXCEPT the North 132 feet thereof;

And the North 330 feet of the West 660 feet of the Northeast Quarter of the Northeast Quarter (NE 1/4 of NE 1/4) of Section Twenty-three (23), Township Twenty-eight (28) North, Range Nineteen (19) West including and subject to a right of way across the now existing roadway on said North 330 feet of West 660 feet of the Northeast Quarter of the Northeast Quarter of Section 23, Township Twenty-eight, Range Nineteen West.



Purchaser shall also be granted the use of a right of way on West side of the East Half of the Northeast Quarter of the Southeast Quarter, also the center part of the Southeast Quarter of the Southeast Quarter of Section 14, T28 N, R19 West, over the now existing roadway.”

**Whereas**, Wilcoxsons received title to the following described property by land contract in 1979:

“NE ¼ of SW ¼, except the N 420 feet of the West 210 feet; NE ¼ of the SE ¼, except the N 400 feet of East 660 feet and except a 66 foot right of way along the West line of the E ½ of the NE ¼ of the SE ¼; NW ¼ of SE ¼; N 132 feet of these ¼ of the Se ¼, also a 66 foot right of way across the center part of Se ¼ of Se ¼ on now existing roadway, except 66 foot right of way across N 132 feet on W line of E ½ of SE ¼ of SE ¼; all in Section 14, Township 28 North, Range 19 West...”

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the sufficiency and receipt of which is hereby acknowledged, the Wilcoxsons do hereby grant to Owens, a perpetual non-exclusive easement for ingress and egress and utility purposes over the following described property:

A parcel of land located in the Northeast ¼ of the Southeast ¼ and the Southeast ¼ of the Southeast ¼ of Section 14, T28N, R19W, Town of Troy, St. Croix County, Wisconsin, described as follows: Commencing at the East ¼ corner of said Section 14; thence N88°20'31"W (Bearings referenced to the East-West ¼ Section Line of said Section 14, assumed to bear N88°20'31"W) 594.29' along said East-West ¼ Section Line to the Point of Beginning; thence S00°07'45"E 1311.32' along a line which is 66' East of and parallel to the Western boundary of the North 400' of the East 660' of said Northeast ¼ of the Southeast ¼ and the southerly extension thereof, to the intersection of said line and the South line of said Northeast ¼ of the Southeast ¼; S23°28'41"W 142.41' to the Northeast corner of the property described in the Quit Claim Deed recorded in Volume 2584, Pages 58-59, Document No. 764245; thence N88°33'49"W 67.79' along the North line of said property; thence N14°37'33"E 135.58' to said South line of the Northeast ¼ of the Southeast ¼; thence N00°13'47"W 1311.74' along a line which is 33' West of and parallel to the West line of the East ½ of said Northeast ¼ of the Southeast ¼; thence S88°20'31"E 92.61' along said East-West ¼ Section Line to the Point of Beginning.

This easement shall be subject to the following provisions:

1. **DURATION.** This Easement and Agreement is perpetual and shall run with the involved lands, to be binding upon and inure to the benefit of all Parties hereto, their heirs, successors and assigns, subject to the terms herein.

2. **COMPLIANCE WITH LAW.** The Parties' use and repair of said Easement shall be in compliance with all applicable local, state and federal laws.

3. **RESTRICTIONS.** This Easement is subject to the following restrictions:

A. The Parties understand and agree that this Easement is retained solely to afford Owens non-exclusive access for ingress and egress and utility purposes to the adjoining public roadway for the benefit of, and to permit the use of Owens' land.

B. The Parties agree and understand that this Easement is intended solely to provide Owens with access to/from the existing adjacent public roadway; as such, Owens may not open this Easement to the general public at any time, for any reason.

C. The Parties acknowledge that the Easement area encompasses a private drive or driveway used by Owens, and the Parties agree that no obstruction of any sort shall be placed over, upon or across the Easement that interferes with its use by either party.

D. Wilcoxsons' contemporaneous use of the Easement shall be unrestricted.

4. **REPAIRS, MAINTENANCE AND SNOW REMOVAL.** Owens and Wilcoxsons shall be solely responsible for the continued and ordinary maintenance, improvement and repairs of the private drive situated in the Easement area, to include all associated costs of such activities. Subject to the above, if either party shall cause any damage to the easement beyond ordinary wear and tear, they shall be responsible for repair to the easement.

5. **TERMINATION.** This Agreement may be terminated under the following circumstances:

A. By mutual agreement between the Parties hereto, their heirs, successors, and assigns to fee title in the property.

B. In the event Owens should establish any other means of access between Wilcoxsons' land and the adjacent roadway, this Agreement shall terminate.

6. **MUTUAL HOLD HARMLESS.** Each party hereto shall hold the other harmless, defending and indemnifying each other from any and all claims or liabilities of any nature arising from their or any third party's (present on the property with Owens' or Wilcoxsons' consent) use and maintenance of the above-described Easement and private drive.

#### 7. **GENERAL PROVISIONS.**

A. **Integration.** This writing comprises the entire Agreement between the Parties. All prior and contemporaneous communications, representations, and agreement between the Parties concerning matters the subject of this Agreement, whether oral or written, are superseded by this Agreement.

B. **Clauses Severable.** If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

C. **Modification.** No alteration, modification, clarification, or early termination of this Agreement shall be effective unless in writing and signed by all of the Parties to this Agreement.

D. **Choice of Law.** This Agreement and its provisions shall be construed and interpreted according to the laws of the State of Wisconsin.

E. **Disputes, Venue and Court Jurisdiction.** The Parties specifically agree to attempt to mediate any disputes for a period of ninety (90) days, prior to commencing any litigation. Proper venue and jurisdiction are and shall remain with the St. Croix County District Court.

**8. ALL RIGHTS OF TRUST**

The surveyor has noted an ambiguity in the deed from the Donald D. and M. June Owens Revocable Trust to Wilcoxsons. The description could be interpreted to exclude the easement, rather than grant the easement. All parties have believed, agreed and acted as if the easement had been granted to the Wilcoxsons and so interpret the document. To avoid any cloud on title, the Donald D. and M. June Owens Revocable Trust joins in this agreement for the purpose of establishing that all rights of the trust thereto have been transferred to the Parties to this agreement and that no rights remain with the Donald D. and M. June Owens Revocable Trust. That the Parties each have an easement over the property described as outlined in this Agreement and have good and proper title thereto.

Clair H. Wilcoxson  
Clair H. Wilcoxson

Donna J. Wilcoxson  
Donna J. Wilcoxson

William Alan Owens  
William Alan Owens

Trust of Donald D. and M. June Owens Revocable Trust

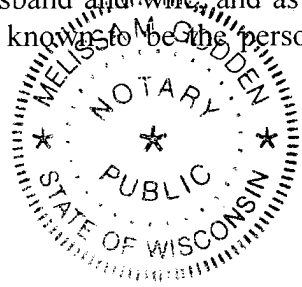
William Owens  
By: William Owens, Trustee

Donna Wilcoxson trustee  
And by: Donna Wilcoxson, Trustee

STATE OF WISCONSIN )  
 ) ss.  
Pierce COUNTY )

Personally came before me this 10<sup>th</sup> day of January, 2013, the above named Clair H. Wilcoxson and Donna J. Wilcoxson a/k/a Donna Wilcoxson, husband and wife, and as Trustee of the Donald D. and M. June Owens Revocable Trust, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Melissa M Godden  
Notary Public, State of Wisconsin  
My Commission Expires: 8/17/2014



STATE OF WISCONSIN )  
 ) ss.  
Pierce COUNTY )

Personally came before me this 10<sup>th</sup>-day of January, 2013, the above named William Alan Owens a/k/a William Owens, individually and as trustee of the Donald D. and M. June Owens Revocable Trust, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Melissa M Godden

Notary Public, State of Wisconsin

My Commission Expires: 8/17/2014



THIS DOCUMENT DRAFTED BY:  
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