

Document Number	Declaration Agreement for Access and Maintenance
	Title of Document

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KYLE J FRANSON
REGISTER OF DEEDS
ONEIDA COUNTY, WI
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Name and Return Address:
TM Title Services, Inc.
315 E LaSalle Ave
Barron, WI 54812

ST-473(p); ST-473-8(p)
(Parcel Identification Number)

Lots 2, 3 and 4 of Certified Survey Map No. 005343, Volume 26, Page 5343, as Document No. 837308, part of Certified Survey Map No. 003671, Volume 16, page 3671, as Document No. 672265, being a part of Government Lot 4, of Section 31, Township 37 North, Range 10 East (in the Town of Stella), Oneida County, Wisconsin.

DECLARATION AGREEMENT FOR ACCESS AND MAINTENANCE

THIS DECLARATION OF PROVISIONS FOR ACCESS (The "Declaration") is executed this 15 day of DECEMBER, 2022, by Jenny Pappas (the "Declarant").

RECITALS:

- A. Declarant is the owner of lands located in the Town of Stella, Oneida County, Wisconsin, more particularly described as follows:

Lot 2 of Certified Survey Map No. 5343, as Document No. 837308, being a part of Government Lot 4 of Section 31, Township 37 North, Range 10 East (in the Town of Stella), Oneida County, Wisconsin

- B. Declarant are also the owner of land located in the Town of Stella, Oneida County, Wisconsin described as follows:

Lot 3 of Certified Survey Map No. 5343, as Document No. 837308, being a part of Government Lot 4 of Section 31, Township 37 North, Range 10 East (in the Town of Stella), Oneida County, Wisconsin

- C. Declarant are also the owner of land located in the Town of Stella, Oneida County, Wisconsin described as follows:

Lot 4 of Certified Survey Map No. 5343, as Document No. 837308, being a part of Government Lot 4 of Section 31, Township 37 North, Range 10 East (in the Town of Stella), Oneida County, Wisconsin

- D. Declarant desires to create an easement for access over and across the 33 foot wide access easement as shown on Certified Survey Map No. 5343 for themselves and all other current owners and/or future owners for the benefit of the real property described in Number A, B, and C above.

- E. Declarant also desires to set forth some terms regarding maintenance of this access easement.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, Declarant does hereby give notice to all purchasers, their successors or assigns of any portion of the real property hereinbefore described and whosoever it may concern that is subject to the following provisions and rules which will inure to the benefit of and pass with the above described properties:

1. **Grant:** The above Declarant declare, grant and create a perpetual non-exclusive access easement for the properties described above, their successors and/or assigns over and across an easement described as follows:

Lot 2 of Certified Survey Map No. 5343, as Document No. 837308, being a part of Government Lot 4 of Section 31, Township 37 North, Range 10 East (in the Town of Stella), Oneida County, Wisconsin, is hereby granted:

A non-exclusive perpetual easement for access over, across and under the 33 foot wide access easement as shown on Certified Survey Map No. 5343, as Document No. 837308.

Lot 3 of Certified Survey Map No. 5343, as Document No. 837308, being a part of Government Lot 4 of Section 31, Township 37 North, Range 10 East (in the Town of Stella), Oneida County, Wisconsin, is hereby granted:

A non-exclusive perpetual easement for access over, across and under that part of the 33 foot wide access easement that lies within Lot 4 of Certified Survey Map No. 5343, as Document No. 837308.

2. **Subject to:** The below described lot is subject to the Easement Grants in Number 1 above:

Lot 4 of Certified Survey Map No. 5343, as Document No. 837308, being a part of Government Lot 4 of Section 31, Township 37 North, Range 10 East (in the Town of Stella), Oneida County, Wisconsin.

2. Run With The Land: The easement and the terms and conditions in this Agreement shall run with all the above described lots and shall be binding upon, inure to the benefit of, and be enforceable by the all owners and their respective heirs and successors in interest. These easements are appurtenant to and shall run with the Lands. The easements granted herein are not separately assignable any may not be transferred separately from, or severed from, title to the property upon which the easement is situated, without the express written consent of all parties hereto.

3. Restrictions: No Parking on Private Driveway. Parking shall not be allowed upon the roadway that is traveled within the 33 foot easement area at any time.

Liability for Injuries on Roadway. During the period this Easement is in existence, the benefitting party of the easement area, their administrators and assigns, releases and discharges the other lot owners, their heirs, administrators and assigns from all claims, demands, action and causes of action of any sort, for all personal injuries or property damage to themselves, their invitees, licensees or their real and/or personal property.

Individual Liability for Road Damages. Each Lot Owner shall be responsible for damages caused by the Lot Owner or their agents, invitees or licensees through improper or negligent use of the road. Damages may be collected by special assessment and, if not paid with thirty days of notice, shall become a lien upon the Lot of that Lot Owner and may be subject to foreclosure.

4. Maintenance: The Owners shall be responsible for any costs for maintenance or repair of the roadway exclusive, of snow removal, blacktopping and debris removal. (Owners shall only share the cost of maintenance up to where the roadway accesses into their parcels). The individual costs will be determined by Owners on an annual basis. The shared costs of maintenance shall be only for the day-to-day usage of said roadway. Any repairs or maintenance shall be approved by the Lot Owners before any construction or maintenance begins. The cost of any maintenance shall be due and payable on the date such cost of maintenance are due and payable to the person or entity rendering an account thereof.

5. Repairs: The Declarant has surveyed the access easement so that it is 33 foot wide. If it becomes necessary or desirable to repair or rebuild the whole or any part of the roadway, the repairing or rebuilding expense shall be borne equally by the parties, or by their heirs and assigns who shall at the time of the repair or rebuilding be using it, in proportion to the extent of their use. Any repairing or rebuilding of the roadway shall be on the same location, and of the same size, as the original roadway, or part of the original roadway, and of the same or similar material of the same quality as that used in the original part of the roadway.

6. Severability: Invalidation of any provision of this Agreement by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

7. Miscellaneous: Invalidation of any one of the terms hereof by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Declaration on the date first above written.

Signature page to follow

