

ACCESS EASEMENT AGREEMENT

Document Number

Document Title

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**TRANSFER FEE:**  
**FEE EXEMPT:**  
**CHIPPEWA COUNTY, WI**  
**PAGES: 11**

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Recording Area

Name and Return Address

Rick L. Pendergast  
Bakke Norman, S. C.  
7 South Dewey Street, Suite 220  
Eau Claire, WI 54701

See Attached

Parcel Identification Number (PIN)

Drafted by:  
Rick L. Pendergast  
Bakke Norman, S.C.  
7 South Dewey St., Suite 220  
Eau Claire, WI 54701

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

## ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (the *Agreement*) is between Russ Falkenberg Jr. Trust (*Parcel A Owner*) and Jeffrey L. Deutchlander and Diane J. Deutchlander (*Parcel B Owner*).

### RECITALS:

A. Burdened Parcel. Whereas, Parcel A Owner is the owner of certain real property located in Chippewa County, Wisconsin, as described on the attached Exhibit A and referred to on the exhibit and in this Agreement as *Parcel A*.

B. Benefitted Parcel. Whereas, Parcel B Owner is the owner of certain real property located in Chippewa County, Wisconsin, as described on the attached Exhibit B and referred to on the exhibit and in this Agreement as *Parcel B*.

C. Burdened Parcel or Parcel A: See attached Exhibit A.

D. Benefitted Parcel or Parcel B: See attached Exhibit B.

E. Easement Area Legal Description: See attached Exhibit C.

F. Easement Survey Map Description: See attached Exhibit D.

### AGREEMENT

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

1. **Grant.** Parcel A Owner hereby grants an access easement and right-of-way over those portions of their respective parcels as shown on Exhibit C (the "*Easement Area*") to Parcel B Owner and Parcel B Owner's successors and assigns as the owner of Parcel B or portions thereof, for the benefit of Parcel B to use the Easement Area for vehicle and pedestrian ingress and egress to East Hartford St (the "*Access Easement*"). The extension of any utilities through the Easement Area by the Parcel B Owner is prohibited unless the Parcel B Owner obtains the written consent of the Parcel A Owner.

2. **Permitted Users.** The Access Easement granted in Section 1, above, may be used by the Parcel B Owner, their successors and assigns and its tenants, employees, customers, and invitees, together with the Parcel A Owner, their successors and assigns and its tenants, employees, customers, and invitees.

3. **Maintenance Costs.** The owners of Parcel B or portions thereof shall be solely responsible for and shall bear all expense of maintaining, repairing, and removing snow and debris from the Access Easement and Easement Area. In the event portions of Parcel B are conveyed to third parties all owners of Parcel B shall bear all maintenance and repair expenses equally.

4. **Construction Costs.** Parcel B Owner may construct a driveway over the Access Easement (the "*Access Road*") at its sole expense. Parcel A Owner shall have no obligation to construct or contribute

funds for the construction of the Access Road.

**5. Equal Rights of Use.** Parcel A Owner and Parcel B Owner shall have equal rights of ingress and egress over the Access Road and use of the Easement Area, as and shall take no action to prevent the other party's enjoyment of such rights.

**6. Non-Use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent Parcel B Owner or Parcel A Owner from later use of the easement rights to the fullest extent authorized in this Agreement.

**7. Contractors and Suppliers; Lien Waivers; Indemnity.** Parcel B Owner acknowledges and agrees that it shall not receive any compensation from Parcel A Owner consistent with Sections 3 and 4 above. Parcel B Owner further acknowledges and agrees that it is solely responsible for paying any and all contractors and suppliers utilized to perform any work or provide any supplies for the Access Road. Prior to entering the Easement Area for construction, installation, or maintenance of the Access Road, Parcel B Owner shall provide the name of each contractor and supplier used by Parcel B Owner, along with proof that each contractor has adequate commercial general liability and worker's compensation insurance. Parcel B Owner shall provide Parcel A Owner with lien waivers, within five (5) days of a request, as evidence that Parcel B Owner has paid each contractor and supplier. Parcel A Owner shall have no obligation to pay, or to see to the payment of money to, a contractor or supplier. Parcel B Owner shall defend and indemnify Parcel A Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any contractor or supplier.

**8. Risk of Loss.** Parcel B Owner assumes all risk of loss or damage to the property of Parcel B Owner and Parcel B Owner's successors and assigns, associated with the use of the Access Easement, including any loss or damage caused by water, fire, windstorm, explosion, theft, accident or other cause. Parcel A Owner will not be liable to Parcel B Owner, or those claiming through Parcel B Owner (including, but not limited to, Parcel B Owner's permittees), for injury, death, or property damage occurring on or about the Burdened Parcel.

**9. Indemnity.** Parcel B Owner shall indemnify and defend Parcel A Owner and its officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Burdened Parcel by Parcel B Owner or its agents, contractors, subcontractors, invitees, or employees.

**10. Authority; Condition.** Parcel A Owner and Parcel B Owner each represents and warrants to the other that it has the full capacity, right, power, and authority to execute, deliver, and perform under this Agreement and that all required actions, consents, and approvals therefor have been duly taken and obtained. Parcel B Owner agrees that it is accepting the Access Easement without any warranty or representations regarding the Parcel A or Access Road whatsoever, in their "AS-IS," "WHERE-IS," "WITH ALL FAULTS" condition, and subject to all valid and existing licenses, leases, easements, grants, exceptions,

encumbrances, title defects, matters of record, reservations, and conditions affecting the Burdened Property and/or affecting access thereto.

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

**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 Chippewa County, Wisconsin.

**13. Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

**14. 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 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.

**15. 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 party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

**16. 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 in 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.

**17. Public Dedication Matters; Termination.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Access Easement granted under this Agreement to the general public or for any public purpose whatsoever. Parcel A Owner and Parcel B Owner agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Access Road, whether by express grant, implication, or prescription, including, without limitation, the posting of "Private Drive" or "No Trespassing" signs (the "*Prevention Measures*"), until such time as Parcel A Owner elects to dedicate any portion of the Easement Area to the public or for public purposes. Such Prevention Measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

Parcel A Owner reserves the right to dedicate all or any portion of the Easement Area to the public without the consent of Parcel B Owner and on terms which are suitable in the Parcel A Owner's sole discretion. In the event the Parcel A Owner dedicates a portion of the Easement Area to the public, the Easement Area shall no longer include that portion dedicated to the public. Further, in the event the Parcel

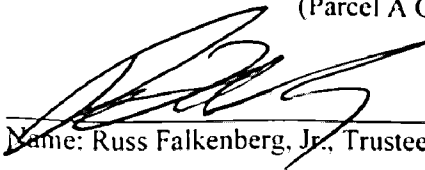
A Owner dedicates a sufficient portion of the Easement Area to the public so that the Parcel B Owner has legal access to a public street through that portion of the former Easement Area that is dedicated to the public, or in the event that the entire Easement Area is dedicated to the public, or in the event the Parcel B Owner obtains legal access to a public street via other means (e.g., via driveway access to State Highway 27), then this Agreement shall automatically terminate and be of no further force and effect and Parcel A Owner may, without the consent of Parcel B Owner, record a document against title to Parcel A and Parcel B to that effect

**18. Authorization.** The undersigned Russ Falkenberg, Jr. represents and warrants that he has full power and authority as Trustee to enter into this Agreement on behalf of the Trust and his signature is binding upon the Trust.

SIGNATURES TO APPEAR ON FOLLOWING PAGES

Dated: 04 Sept, 2025

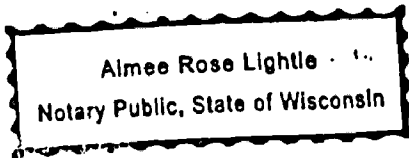
(Parcel A Owner)

  
Name: Russ Falkenberg, Jr., Trustee

### ACKNOWLEDGMENT

STATE OF WISCONSIN  
COUNTY OF Chippewa

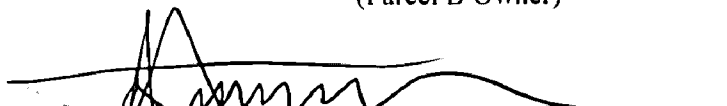

This instrument was acknowledged before me on Sept 4<sup>th</sup>, 2025 by Russ Falkenberg Jr.



Almee Rose Lightle  
IS: 262418  
Notary Public, State of Wisconsin  
My commission expires: February 23 2029

Dated: Sep 4, 2025

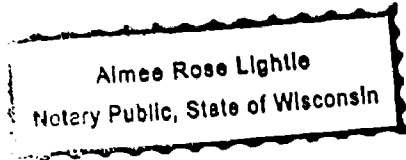
(Parcel B Owner)

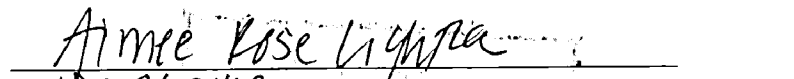
  
Name: Jeffrey L. Deutchlander  
  
Name: Diane J. Deutchlander

### ACKNOWLEDGMENT

STATE OF WISCONSIN  
COUNTY OF Chippewa

This instrument was acknowledged before me on Sept 4<sup>th</sup>, 2025 by Jeffrey L. Deutchlander and Diane J. Deutchlander.



  
ID: 262418  
Notary Public, State of Wisconsin  
My commission expires: February 23rd 2029

**EXHIBIT A**  
**(Burdened Property)**  
**(Legal description of Parcel A)**

Assessors Out Lot Plat of the Village of Cadott Outlot 9, EXCEPT .35 acres for Highway Right-of-way, and EXCEPT Cadott Water Tank and EXCEPT Certified Survey Map No. 6015, recorded in Vol. 30 of Certified Survey Maps, Page 263, as Document No. 954483, and EXCEPT Certified Survey Map No. 6124, recorded in Vol. 31 of Certified Survey Maps, Page 167, as Document No. 960275, Village of Cadott, Chippewa County, Wisconsin.

Parcel No. 22806-0522-6215OL9A



**EXHIBIT B**  
**(Benefitted Property)**  
**(Legal description of Parcel B)**

Lot 5, Chippewa County Certified Survey Map No. 1466 recorded in Volume 6 of Certified Survey Maps on pages 59-60 as Document No. 556766, Town of Cadott, Chippewa County, Wisconsin.

Parcel No. 22806-0523-71466005

## Exhibit C

### Legal Description

An ingress/egress easement in part of Outlot 9, Assessors Out Lot Plat of the Village of Cadott, located in the Fractional NW 1/4 - NW 1/4 and the SW 1/4 - NW 1/4, Section 5, T28N, R6W, Village of Cadott, Chippewa County, Wisconsin, being more particularly described as follows:

Commencing at the northwest corner of said Section 5, T28N, R6W; thence S00°59'51"E, along the west line of said Fractional NW 1/4 - NW 1/4 of Section 5, a distance of 717.52 feet to the southerly right-of-way line of East Hartford St extended westerly; thence N87°54'09"E, along said southerly right-of-way line of East Hartford St, 643.66 feet, to the point of beginning; thence N87°54'09"E, continuing along said southerly right-of-way line of East Hartford St, 50.01 feet; thence S00°59'52"E, 910.36 feet, to the southerly line of Outlot 9, Assessors Out Lot Plat of the Village of Cadott; thence S89°59'31"W, along said southerly line of Outlot 9, Assessors Out Lot Plat of the Village of Cadott, 50.01 feet; thence N00°59'52"W, 908.53 feet, to said southerly right-of-way line of East Hartford St and the point of beginning.

Said ingress/egress easement contains 1.04 acres, more or less.

