

**ACCESS EASEMENT**

This ACCESS EASEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Grantor, name(s) of landowner(s), legal status of landowner(s) (the "Landowner") and the Grantee, name of organization, a legal status of organization (the "Easement Holder").

**RECITALS**

A. The Landowner is the sole owner of certain real estate in the Town, Village or City of \_\_\_\_\_, \_\_\_\_\_ County, Wisconsin, which is legally described in Exhibit A and incorporated herein by this reference (the "Landowner's Property").

B. The Easement Holder has entered into a purchase and sale agreement with the Landowner to purchase a parcel of land from the Landowner that is adjacent to the Landowner's Property. This parcel of land is legally described in Exhibit B and incorporated herein by this reference (the "Protected Property").

C. In connection with the Easement Holder's purchase of the Protected Property, the Landowner has agreed to convey to the Easement Holder, an access easement across the Landowner's Property.

Recording Area

Name and Return Address

Parcel Identification Number

**GRANT OF ACCESS EASEMENT**

In consideration of the facts recited above, the Landowner and Easement Holder agree as follows:

- 1. Grant of Easement.** The Landowner hereby grants and conveys to the Easement Holder a perpetual, non-exclusive, rent-free, [ **twenty-foot** ] wide easement (the "Access Easement") for ingress and egress to the Protected Property from \_\_\_\_\_ Road on, over and through that portion of the Landowner's Property described in Exhibit C, which is incorporated herein by this reference (the "Easement Property"). The location of the Easement Property is shown on the Access Easement Map on Exhibit D.
- 2. Use of Access Easement.** The purpose of the Access Easement is to provide year-round pedestrian and vehicular access to and from the Protected Property by the Easement Holder, its agents and personnel and the Wisconsin Department of Natural Resources, its agents and personnel. *The Access Easement shall also provide year-round pedestrian [ and vehicular ] access for ingress and egress for the general public.* Nothing in this Access Easement is intended to prohibit use of the Access Easement by the Landowner, provided such use does not interfere with the use of the Access Easement by the Easement Holder and the Wisconsin Department of Natural Resources, *and the general public.*
- 3. Improvements.** The Easement Holder shall have the right, but not the obligation, to construct, at its sole expense, improvements upon the Easement Property to make the Easement Property suitable for vehicular and pedestrian use. *The Easement Holder shall also have the right to post signs on the Easement Property notifying the public of their right to use the Protected Property for public recreation purposes and to access the Protected Property through the Easement Property.* The Landowner shall not be obligated to install any of these

improvements. Any improvements on the Easement Property made by the Landowner shall be subject to the prior written approval of the Easement Holder.

- 4. Maintenance.** The Easement Holder shall be responsible for maintaining the Easement Property to the extent necessary for the uses described in this Access Easement.
- 5. Damage to Easement Property.** The Landowner and Easement Holder 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.
- 6. Obstructions to Use of the Easement Property.** Neither the Landowner, Easement Holder nor any person permitted to use the Easement Property under the terms of this Access Easement may utilize the Easement Property in a way that interferes with its use by any other person permitted to use it. Any obstructions or impediments to the use of the Easement Property may be removed, without notice, by the Landowner or Easement Holder and the cost of such removal shall be borne by the party causing or responsible for such obstruction.
- 7. Enforcement of Agreement.** The Landowner and Easement Holder shall have the right to legally enforce this Access Easement and the covenants, conditions and restrictions set forth herein, by whatever action or actions are legally available, including, without limitation, enjoining any violation or threatened violation hereof.
- 8. Amendments.** This Access Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by both the Landowner and Easement Holder. Pursuant to the terms of [ Name of grant ], Number \_\_\_\_\_, the Easement Holder must obtain the prior written approval of the Wisconsin Department of Natural Resources before agreeing to any modification, amendment or termination of this Access Easement.
- 9. Successors.** All of the terms, covenants, conditions, and obligations set forth in this Access Easement shall inure to the benefit of and bind the Landowner and Easement Holder, and their respective personal representatives, heirs, successors, transferees and assigns, and shall continue as a servitude running in perpetuity with the Landowner's Property.
- 10. Severability.** If any provision or specific application of this Access Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Access Easement shall remain valid and binding.
- 11. Governing Law.** This Access Easement shall be governed by and construed under the laws of the State of Wisconsin.

IN WITNESS WHEREOF, [ **Name of Landowner(s)** ], has agreed to and executed this Access Easement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
[ **Typed or Printed Name of Landowner** ]

\_\_\_\_\_  
[ **Typed or Printed Name of Landowner** ]

STATE OF \_\_\_\_\_ )  
 )ss.  
\_\_\_\_\_ COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named \_\_\_\_\_ to me known to be the person who executed the foregoing instrument and acknowledge the same.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed or Printed Name of Notary Public

Notary Public, State of \_\_\_\_\_  
My Commission (expires) (is) \_\_\_\_\_

**ACCEPTANCE OF EASEMENT HOLDER’S INTEREST**

The foregoing Access Easement is hereby duly accepted by [ **Name of Easement Holder** ] this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
[ **Typed/Printed Name and Title of Authorized Representative** ]

Attest: \_\_\_\_\_  
[ **Typed/Printed Name and Title of Authorized Representative** ]

STATE OF \_\_\_\_\_ )  
 )ss.  
\_\_\_\_\_ COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named \_\_\_\_\_ to me known to be the person who executed the foregoing instrument and acknowledge the same.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed or Printed Name of Notary Public

Notary Public, State of \_\_\_\_\_  
My Commission (expires) (is) \_\_\_\_\_

This document was drafted by [ **Name of drafter** ].

## **ATTACHMENTS**

**EXHIBIT A – Legal Description of Landowner’s Property**

**EXHIBIT B - Legal Description of Protected Property**

**EXHIBIT C - Legal Description of Easement Property**

**EXHIBIT D - Access Easement Map**