

Name and Return Address:  
Wolfe Legal Planning, S.C.  
Attn: Caleb J. Kleiman  
602 Wells Street  
Marinette, WI 54143

DOC. #: 878058  
RENEE MILLER, REGISTER OF DEEDS  
MARINETTE COUNTY  
October 20, 2023 at 2:21 PM  
Fee Amount: \$30.00 Pages: 5

Returned to WOLFE LEGAL PLANNING SC

Parcel Identification Number: 026-01439.000, 026-01441.000

## EASEMENT FOR INSTALLATION, MAINTENANCE, AND REPAIR OF DRAIN FIELD

This Easement for Installation, Maintenance, and Repair of Drain Field ("Agreement") is granted by Paul T. Styx and Shelble Styx, husband and wife, N6698 State Highway 180, Marinette, Wisconsin 54143 (jointly and severally "Grantor") to Wallace J. Wagner, Jr., N6688 State Highway 180, Marinette, Wisconsin 54143 ("Grantee"). This recording is exempt from the filing of a transfer return under Wis. Stat. §§ 77.21(1) and 77.22(1).

### RECITALS

A. **BURDENED PROPERTY.** Grantor is the fee owner of certain real property described as follows (the "Grantor Property"):

That part of Government Lots 2 and 3 of Section 34, Township 32 North, Range 22 East, described as; Commencing at the intersection of the centerline of North Twin Creek with the Easterly line of State Trunk Highway #180, as it existed on June 15, 1945; thence Southwesterly, on said East highway line, 1060 feet, to an iron bolt in the center of a driveway; thence South 85 degrees 30' East, to the waters of the Menominee River, at the POINT OF BEGINNING; thence North 85 degrees 30' West, to said iron bolt on the east line of said State Trunk Highway #180; thence Northerly, on said Easterly highway line (being a curved line to the right having a chord bearing of North 17 degrees 20' East), a distance of 269.90 feet; thence South 85 degrees 30' East, 450.70 feet; thence continuing on the same course, to the waters of the Menominee River, at low water mark; thence Southerly, along said waters to the point of beginning; situate in the Town of Porterfield, Marinette County, Wisconsin.

B. **BENEFITTED PROPERTY.** Grantee is the fee owner of the real property, described as follows (together the "Grantee Property"):

That part of Lot Three (3) in Section Thirty-four (34), in Township Thirty-two (32) North, of Range Twenty-two (22) East described as Follows, to-wit: Beginning at an iron bolt in the center of driveway on the Easterly line of highway "C", said

iron bolt being one thousand and sixty (1060) feet, measured along said Easterly line of highway, southwesterly of the center of line "North" Twin creek; thence running South Eighty-five Degrees Thirty Minutes (85° 30') East to the waters of the Menominee River; thence running Southwesterly along said waters a perpendicular distance of one hundred (100) feet; thence running North Eighty-five Degrees Thirty Minutes (85° 30') West to said Easterly line of highway; thence running Northeasterly along said highway line to the place of beginning. EXCEPTING THEREFROM that portion conveyed in a deed recorded in Volume 212, page 544 of the records of the Marinette County Register of Deeds.

C. **EASEMENT DESCRIPTION.** Grantee has requested that Grantor, for good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, provide and convey to Grantee a perpetual easement for the installation, maintenance, and repair of a drain field ("EASEMENT") over lands described as follows:

Part of Government lots 2 and 3 of Section 34, T32N, R22E, Town of Porterfield, Marinette County, Wisconsin.

Commencing at the Northeast corner of said Section 32; thence S 28° 30' 02" W, a distance of 2963.34 feet to an iron rebar on the South line of a parcel described in 467R550 and the POINT OF BEGINNING; thence N 85° 29' 11" W along said line, a distance of 177.82 feet to the Easterly line of State Trunk Highway 180 and the point of curvature of a non-tangent curve, concave to the East, have a radius of 1587.28 feet, a central angle of 02° 08' 22", and a chord of 59.27 feet bearing N 13° 31' 59" E; thence Northerly along said curve and line, a distance of 59.27 feet to an iron rebar; thence S 66° 19' 59" E, a distance of 178.40 feet to the POINT OF BEGINNING; said described tract containing 0.12 acre (5,215.20 square feet), more or less.

Said EASEMENT, which shall run with the land, may be used concurrently by Grantor and Grantee, and their respective heirs, successors and assigns.

(together the "Easement Property")

D. **PURPOSE OF EASEMENT.** Grantee is in need of installing and maintaining a drain field serving the Grantee Property, which encroaches on the Grantor Property. Grantor hereby grants Grantee the right to install, maintain, and repair that portion of the drain field that lies on the Easement Property. The primary purpose of the Easement is to provide Grantee the continued right to, from time to time, and over time, install, maintain, and repair the drain field; it being understood that Grantee shall repair any damage to the Easement Property or the Grantor Property caused by the septic system, including any maintenance, repair and/or required removal of said septic system and/or drain field.

E. **TERM.** This Agreement shall generally be perpetual and run with the land except that it shall expire its terms, and nunc pro tunc, if at any time the Grantee septic

system and/or drain field fails or otherwise requires repairs – the cost of which would exceed sixty (60.0%) percent of the cost to relocate and install a new septic system and drain field wholly on the Grantee Property.

#### AGREEMENT

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

**1. Grant of Easement.** Grantor grants to Grantee, a perpetual easement, running with the land, over the Easement Property to from time to time maintain and repair the drain field encroaching on the Easement Property ("Easement").

**2. Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall be perpetual and run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Grantor and Grantee and their respective heirs, successors and assigns. Grantor and Grantee shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.

**3. Permitted Use.** The use by Grantee shall be to install, maintain, and repair a drain field on the Easement Property so long as that use does not unreasonably interfere with Grantor's use of the Grantor Property.

**4. Maintenance Costs.** Grantee shall be responsible for and shall immediately undertake and perform any maintenance necessary to repair any damage done to the Easement Property by Grantee's septic system and/or drain field.

**7. Indemnification of Grantor.** Grantor shall not be liable for any damage or injury to Grantee, or any other person, or to any property, occurring with or due to Grantee's use of Easement. Grantee agrees to hold Grantor harmless from any claims for damages or injuries, no matter how cause.

**9. Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of law rules.

**10. 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 Marinette County, Wisconsin.

**11. Termination of Agreement.** This Agreement shall only be terminated by written agreement signed by both Grantor and Grantee, or their heirs, successors, and assigns. Such signed, written agreement shall be recorded with the office of the Marinette County Register of Deeds.

**12. 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.

**13. 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.

**14. 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.

**15. 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 nonprevailing party.

**16. No Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever. Grantee and Grantor agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Easement, whether by express grant, implication, or prescription, including, without limitation, the posting of "Private Drive" or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

**17. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

Dated this 18<sup>th</sup> day of October, 2023.

Dated this 18 day of OCT, 2023.

GRANTOR:

[Signature]  
Paul T. Styx

[Signature]  
Shelbie Styx

GRANTEE:

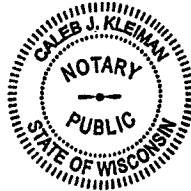
[Signature]  
Wallace J. Wagner, Jr.

STATE OF WISCONSIN )  
 )  
COUNTY OF MARINETTE )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of October, 2023, by Paul T. Styx, Shelbie Styx, and Wallace Wagner, Jr., all known to me, and who indicated that they were executing the instrument knowingly and of their own free will.

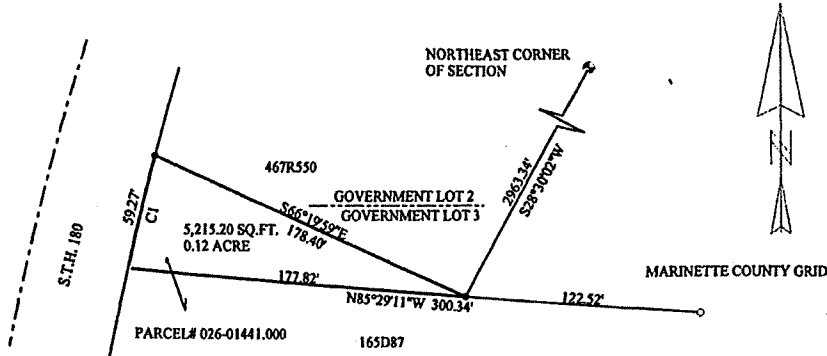
[Signature]  
Caleb J. Kleiman

Notary Public, Marinette County, Wisconsin  
My Commission expires: permanent  
Acting in Marinette County, Wisconsin



Drafted by:  
Wolfe Legal Planning, S.C.  
Caleb J. Kleiman  
602 Wells Street  
Marinette, WI 54143  
(715) 735-7797  
caleb@wolfelegalplanning.com

**SURVEY IN PART OF GOVERNMENT LOTS 2 AND 3 OF SECTION 34, T32N, R22E, TOWN OF PORTERFIELD, MARINETTE COUNTY, WISCONSIN**



Curve	Delta Angle	Radius	Arc	Tangent	Chord	Chord Bearing
1	02°08'22"	1587.28	59.27	29.64	59.27	N13°31'59"E

**CERTIFICATE**  
 BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY TO WALLACE WAGNER TO THE RESULTS OF THIS SURVEY WHICH WAS MADE WITH THE NORMAL STANDARD OF CARE OF PROFESSIONAL LAND SURVEYORS IN WISCONSIN  
 DATE: 6-26-2023  
 THOMAS J MCGUIRE PLS 1783



**STYX TO WAGNER**

Part of Government lots 2 and 3 of Section 34, T32N, R22E, Town of Porterfield, Marinette County, Wisconsin

Commencing at the Northeast corner of said Section 32; thence S 28° 30' 02" W, a distance of 2963.34 feet to an iron rebar on the South line of a parcel described in 467R550 and the **POINT OF BEGINNING**; thence N 85° 29' 11" W along said line, a distance of 177.82 feet to the Easterly line of State Trunk Highway 180 and the point of curvature of a non-tangent curve, concave to the East, having a radius of 1587.28 feet, a central angle of 02° 08' 22", and a chord of 59.27 feet bearing N 13° 31' 59" E; thence Northerly along said curve and line, a distance of 59.27 feet to an iron rebar; thence S 66° 19' 59" E, a distance of 178.40 feet to the **POINT OF BEGINNING**; said described tract containing 0.12 acre (5,215.20 square feet), more or less. Above described parcel to be combined with parcel # 026-01441.000, therefore no new parcel will be created.

