# ACCESS EASEMENT FOR INGRESS AND EGRESS

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, All Space Matters, Inc., Owner and any assignees or successors of property described on Exhibit 1 attached ("the Property"), are hereinafter called "Grantor", hereby grants a non-exclusive right of way and easement over the Property as described on Exhibit 2 attached (the "Easement"), to the following: LAXVC Holdings LLC, and any assignees or successors, hereinafter referred to as the "Grantee" for ingress and egress for the benefit of the parcel described on Exhibit 3.

Grantor shall not be responsible for any injury to persons or property caused by the use or maintenance of the Easement by Grantee or its guests, agents or invitees. Nothing in this Agreement shall be deemed to be a dedication of the Easement to the general public or for any public purpose.

simplifile	E-RECORDED	
a:58PM	ID: 1832136 County: LACTOS SE Date: 04/11/2025 Time:	
	Return to:	
	New Castle Title 750 3 <sup>rd</sup> Street N. Suite B LaCrosse, WI 54601	
<u>+</u>	17-10460-110 Tax Parcel	

Both Grantor and Grantee shall each insure the Easement for their own use. Each party shall indemnify, defend, and hold the other party harmless from any claims arising out of the other party's use of the Easement. Each party shall be responsible for repairing any damage caused by use of the Easement by the party or its guests, agents or invitees. The parties shall equally pay any and all regular costs associated with the Easement, which include but are not limited to snowplowing, road maintenance, paving, and all other shared-use improvements. Grantee shall be responsible for snowplowing and shall invoice Grantor monthly for Grantor's share of the expense. Whenever a party determines that maintenance or improvements are advisable on the Easement, that party shall discuss the proposed maintenance or improvements with the other party prior to commencing any work, and the party taking responsibility for conducting the maintenance or improvements shall invoice the other party for half of the expense. Except in the case of emergencies, work shall not commence without the other party's consent. If the parties have any disputes relating to the Easement, they shall together choose a mediator to attempt to resolve any issues, prior to litigation being commenced. All invoices shall be paid within 10 days of receipt.

The rights hereby created and the restrictions hereby imposed shall be rights and restrictions running with the land and shall inure to the benefit of, and be binding upon, the parties hereto, and all persons claiming under them.

Dated this April, 2025.

All Spage Matters, Inc.

By: Wendy Stachowitz, President

Dated this 10th day of April, 2025.

LAXVC Holdings LLC

Bv: Jamie Skime, Member

By: William Skime, Member

#### STATE OF WISCONSIN ) ) ss COUNTY OF LACROSSE\_)

Personally came before me this  $10^{+1}$  day of April, 2025, the above-named, Wendy Stachowitz, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same, for the purposes therein contained.



, Notary Public Dawn Fahenty La Crosse County, WI My Commission:

### STATE OF WISCONSIN ) ) ss COUNTY OF LACROSSE\_)

Personally came before me this the day of April, 2025, the above-named, Jamie Skime and William Skime, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same, for the purposes therein contained.

, Notary Public aum Faherh La Crosse County, WI

My Commission:



### THIS DOCUMENT DRAFTED BY:

Darla A. Krzoska BOSSHARD PARKE P O Box 966 La Crosse, WI 54602-0966

## **EXHIBIT 1**

Burdened parcel (the "Property"):

Lots 12 and 13 in Block 2 and part of Government Lot 7 of Section 21, Township 16 North, Range 7 West, being the Westerly 1/2 of the alley, now vacated, lying Easterly of said Lots 12 and 13 in Block 2, and the North 1/2 of Spring Street, now vacated, lying Southerly thereof, all in Plat of Cold Springs in the Town of Campbell, now in the City of La Crosse, La Crosse County, Wisconsin.

Lot 20 in Block 3 and part of Government Lot 7 of Section 21, Township 16 North, Range 7 West, being the Westerly 1/2 of the alley, now vacated, lying Easterly of said Lot 20 in Block 3, and the South 1/2 of Spring Street, now vacated, lying Northerly thereof, all in Plat of Cold Springs in the Town of Campbell, now in the City of La Crosse, La Crosse County, Wisconsin.

EXCEPT from all of the above, lands sold, taken or used for road and/or highway purposes.

Subject to an easement for ingress and egress over part of Lots 12 and 13 in Block 2 and part of Lot 20 in Block 3 of Plat of Cold Springs in the Town of Campbell, now in the City of La Crosse, La Crosse County, Wisconsin, and part of Government Lot 7 of Section 21, Township 16 North, Range 7 West, being part of the vacated portion of Spring Street lying between said Blocks 2 and 3 of Plat of Cold Springs in the Town of Campbell, now in the City of La Crosse. La Crosse County, Wisconsin, described as follows: Commencing at the Northeast corner of said Section 21; thence South 18° 35' 07" West, 1,638.06 feet to a point on the Easterly right of way line of State Road 16 which is the Northwest corner of Lot 22 in Block 2 of said Plat of Cold Springs; thence along said Easterly line, South 09° 32' 08" West, 223,12 feet; thence continuing along said Easterly line, South 16° 42' 24" West, 100.50 feet; thence continuing along said Easterly line, South 12° 20' 38" West, 41.65 feet to the South line of Lot 14 in Block 2 of said Plat of Cold Springs; thence along said South line, South 85° 50' 38" East, 40.47 feet to the point of beginning: Thence continuing along said South line, South 85° 50' 38" East, 24.85 feet; thence South 23° 32' 40" East, 10.83 feet; thence South 15° 51' 55" West, 18.94 feet; thence South 49° 06' 19" West, 71.93 feet; thence South 15° 55' 30" West, 102.67 feet to the South line of said Lot 20 in Block 3 of Plat of Cold Springs; thence along said South line, North 85° 48' 11" West, 27.62 feet to the Easterly right of way line of State Road 16; thence, along said Easterly right of way line, North 09° 41' 16" East, 38.82 feet; thence North 54° 35' 13" East, 14.83 feet; thence North 15° 55' 30" East, 64.67 feet; thence North 49° 06' 19" East, 74.91 feet; thence North 23° 32' 40" West, 17.08 feet to the point of beginning.

## EXHIBIT 2

(the "Easement")

Together with an easement for ingress and egress over part of Lots 12 and 13 in Block 2 and part of Lot 20 in Block 3 of Plat of Cold Springs in the Town of Campbell, now in the City of La Crosse, La Crosse County, Wisconsin, and part of Government Lot 7 of Section 21, Township 16 North, Range 7 West, being part of the vacated portion of Spring Street lying between said Blocks 2 and 3 of Plat of Cold Springs in the Town of Campbell, now in the City the Easterly right of way line of State Road 16 which is the Northwest corner of Lot 22 in Block 2 of said Plat of Cold Springs; thence along said Easterly line, South 09° 32' 08" West, 223.12 feet; thence continuing along said Easterly line, South 16° 42' 24" West, 100.50 feet; thence continuing along said Easterly line, South 12° 20' 38" West, 41.65 feet to the South line of Lot 14 in Block 2 of said Plat of Cold Springs; thence along said South line, South 85° 50' 38" East, 40.47 feet to the point of beginning: Thence continuing along said South line, South 85° 50' 38" East, 24.85 feet; thence South 23° 32' 40" East, 10.83 feet; thence South 15° 51' 55" West, 18.94 feet; thence South 49° 06' 19" West, 71.93 feet; thence South 15° 55' 30" West, 102.67 feet to the South line of said Lot 20 in Block 3 of Plat of Cold Springs; thence along said South line, North 85° 48' 11" West, 27.62 feet to the Easterly right of way line of State Road 16; thence, along said Easterly right of way line, North 09° 41' 16" East, 38.82 feet; thence North 54° 35' 13" East, 14.83 feet; thence North 15° 55' 30" East, 64.67 feet; thence North 49° 06' 19" East, 74.91 feet; thence North 23° 32' 40" West, 17.08 feet to the point of beginning.

# EXHIBIT 3

The benefitted parcel:

Lots 17, 18, 19, 20, 21, 22 in Block 2 and Lot C of Cold Springs Addition to the Town of Campbell, now in the City of La Crosse, La Crosse County, Wisconsin. Lots 14, 15 and 16 in Block 2 of Cold Springs Addition to the Town of Campbell, now in the City of La Crosse, La Crosse County, Wisconsin.

Part of Government Lot 7 of Section 21, Township 16 North, Range 7 West, being the Westerly 1/2 of the alley, now vacated, lying Easterly of and adjacent to said Lots 14, 15, 16, 17, 18, 19, 20, 21 and 22 in Block 2, all in Cold Springs Addition to the Town of Campbell, now in the City of La Crosse, La Crosse County, Wisconsin.

EXCEPT from all of the above, lands sold, taken or used for road and/or highway purposes.

