

# EASEMENT

Document No.

Document Title

The TOWN OF LA POINTE a Wisconsin municipal body politic ("Grantor"), hereby grants and conveys to Eric Grutzner and Barbara Grutzner, husband and wife, as well as their successors, licensees, heirs and assigns (collectively "Grantee"), a perpetual nonexclusive easement beneath and across lands owned by the Grantor, for the benefit of the lands owned by Grantee, which are legally described as follows ("Grantee Parcel"):

**All that part of Lots One (1), Two (2), and Three (3), Block Eleven (11); Lots One (1), Two (2), Seven (7), Eight (8), Nine (9), and Ten (10), Block Ten (10), together with the vacated portions of Second Street, Herring Street and the vacated alleys in said Blocks Ten (10) and Eleven (11), all in the Plat of the Village of LaPointe, Ashland County, Wisconsin, described as follows:**

**To find the place of beginning, commence at an iron pipe on the East line of Government Lot 2, Section 30, Township 50 North, Range 3 West, 800.25 feet N. 0° 30' 30" E., of the Southeast (SE) corner thereof;**

**Thence N. 80° 20' 37" W., along the Northerly right-of-way of County Trunk Highway "H," 257.11 feet to a point on the West line of the alley in said Block 1;**

**Thence continuing N. 88° 20' 37" along said highway boundary line 128.66 feet:**

**Thence S. 40° 46" W., along said highway boundary line 117.46 feet to an iron pipe;**

**Thence N. 08° 48" W., to the mean water line of Lake Superior, passing through an iron pipe at 236.87 feet and the point of the beginning;**

**Thence from said point of beginning by metes and bounds:**

**S. 08° 48" E., 279.87 feet, more or less, to a point on the Northerly right-of-way line of County Trunk Highway "H";**

**Thence S. 40° 46" W., 235.65 feet along said Northerly highway boundary line to a point;**

**Thence N. 19° 59' W., to the mean high water line of Lake Superior, passing through an iron pipe at 227.61 feet.**

**Thence Northwesterly along said mean high water line to the point of beginning.**

Said easement shall be thirty-four feet (34') in width and shall be located as follows ("Easement Area"):

**A strip of land within the sixty-six (66') foot right-of-way of Sunny Slope Road, thirty-four (34') feet in width, running along and contiguous to the Southeastern boundary of the Grantee Parcel described above.**

Grantor and Grantee acknowledge that the purpose of this easement is to permit Grantee to reconstruct a certain outbuilding located on the Grantee Parcel, which had been damaged, such that the Grantee Parcel will be in compliance with applicable setbacks. Grantee may not otherwise alter the Easement Area or construct any other improvements within the Easement Area without the express written permission of Grantor, routine maintenance excepted. Any damage to the Easement Area caused by Grantee or its agents shall be promptly repaired.

Return to

Slaby, Deda, Marshall, Reinhard & Writz LLP  
P.O. Box 7  
Phillips, WI 54555

Dominant PIN:  
014-00398-0100

Parcel Identification Number

Grantee shall indemnify Grantor from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this easement may be suffered or sustained by any person or entity in connection with Grantee's activities or use of the Easement Area, regardless of the cause of injury, except to the extent caused by the negligence of Grantor, its agents or employees.

Grantor reserves the right to use the Easement Area for purposes that will not interfere with Grantee's full enjoyment of the easement rights granted in this easement.

This easement is subject to easements, covenants and restrictions of record, if any. This easement and all the rights and privileges granted hereunder shall be binding upon the heirs, representatives, and assigns of Grantor and Grantee.

This is not homestead property.

**GRANTOR:**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_(SEAL) By: \_\_\_\_\_(SEAL)  
Glenn Carlson, Town Chair Alex Smith, Town Clerk

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 )ss.  
COUNTY OF ASHLAND )

Personally came before me this \_\_\_\_\_day of \_\_\_\_\_, 2025, the above named, Glenn Carlson and Alex Smith, to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, State of Wisconsin  
My Commission expires \_\_\_\_\_(or is permanent)

**GRANTEE:**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_(SEAL) By: \_\_\_\_\_(SEAL)  
Eric Grutzner Barbara Grutzner

**ACKNOWLEDGMENT**

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

Personally came before me this \_\_\_\_\_day of \_\_\_\_\_, 2025, the above named, Eric Grutzner and Barbara Grutzner, to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

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

THIS INSTRUMENT DRAFTED BY:  
Slaby, Deda, Marshall, Reinhard & Writz LLP  
Attorney Bryce A. Schoenborn  
P.O. Box 7  
Phillips, WI 54555