

3239

Document Number

Document Title

THIRD AMENDMENT TO ROAD AGREEMENT

VOL 835 PAGE 756

GRANT COUNTY, WI  
RECEIVED FOR RECORD

SEP 20 1999

at 3:50P M. and recorded in  
Vol. 835 of Records Page 756  
Marjorie Pierce Register

Recording Area

Name and Return Address

KINNEY & URBAN, P.O. BOX 50  
LANCASTER, WI 53813

1898

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

S13230

## THIRD AMENDMENT TO ROAD AGREEMENT

WHEREAS, a Road Agreement relating to a road known as Timber Lane was executed on June 10, 1996 and recorded June 17, 1996 in Volume 765 of Records, at Page 717, in the office of the Register of Deed for Grant County, Wisconsin; and

The Road Agreement was amended by Amendment to Road Agreement executed November 30, 1996 and recorded January 2, 1997, in Volume 775 of Records, at Page 823, in the office of the Register of Deeds for Grant County, Wisconsin; and was further amended by Second Amendment to Road Agreement executed June 1, 1998 and recorded February 24, 1999, in Volume 822 of Records, at Page 699, in the office of the Register of Deeds for Grant County, Wisconsin; and

The Road Agreement, as amended, provides for modification of the Agreement made in writing by owners and occupants, and the persons executing this Agreement are all of the owners and occupants of all of the lots affected by the Road Agreement.

The Town of Marion having taken over title to a large portion of the road in question, to maintain the same as a public road, and the Agreement needing to be amended to limit its application to lots not served by the public road;

It is agreed that the Road Agreement and all amendments to Road Agreement are hereby amended by deleting them in full and in their place, providing as follows:

THEREFORE, the undersigned hereby declare that the following lots in Timber Lane Subdivision, being Lot 5 of Grant County Certified Survey Map 416 and Lot 6 of Grant County Certified Survey Map 417, are hereby subject to the following obligations relating to the common roadway known as Timber Lane. All other lots subject to the previous road agreements and amendments thereto are hereby relieved from all other responsibilities relating to the road known as Timber Lane.

## ARTICLE I

Definitions

For the purpose of this Agreement, the following terms are hereby defined:

1.1 "Lot" shall refer to a portion of the Subdivision identified as a lot on the recorded Plat of Timber Lane Subdivision.

1.2 "Owner" shall mean and refer to the recorded owner, whether one or more persons or entitles, of the fee simple title to a platted lot within the Subdivision, except that as to any such lot which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.

1.3 "Subdivision" or "Timber Lane Subdivision", while not formally platted as a subdivision, for convenience sake shall be referred as the lots described as Lot 5 of Grant County Certified Survey Map 416 and Lot 6 of Grant County Certified Survey Map 417.

## ARTICLE 2

2.1 Decisions. All decisions relating to the maintenance of the road shall be made jointly by the parties sharing the road. The owners may, from time to time, enter into contractual relations relating to the maintenance of the road.

2.2 Expenses. All expenses relating to the maintenance of the road shall be shared equally between the owners.

## ARTICLE 3

3.1 General Provisions. The obligations under this Agreement are attached to the lots in the Subdivision and run with the land.


3.2 Modification of Agreement. This Agreement, or any part thereof, may be amended in writing as to some or all of the lots subject to this Agreement by an instrument in writing signed by the owners of both lots. This instrument shall be recorded.

3.3 Severability. Invalidation of any one of these provisions or any severable part of same, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect.

3.4 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

3.5 Applicable Laws. The Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

Dated: July 30, 1999.

  
\_\_\_\_\_  
Maynard L. Staskal

  
\_\_\_\_\_  
Marcella N. Staskal

Signatures of Maynard L. Staskal and Marcella N. Staskal were authenticated this 30<sup>th</sup> day of July, 1999.

John A. Kussmaul  
John A. Kussmaul  
Member-State Bar of Wisconsin

Dated: August 7<sup>th</sup>, 1999.

Michael P. Burns  
Michael P. Burns

Janet K. Burns  
Janet K. Burns

STATE OF WISCONSIN )  
  )ss  
COUNTY OF GRANT )

Personally came before me this 7<sup>th</sup> day of August, 1999, the above named Michael P. Burns and Janet K. Burns to me known to be the persons who executed the foregoing instrument.

Penny J. Zintz  
Penny J. Zintz  
Notary Public, Grant County, WI  
My Commission 3-30-03

~~August~~ <sup>September</sup>  
Dated: 13, 1999.

John H. Punke  
John H. Punke

Teri L. Punke  
Teri L. Punke

