

Document No.	RECIPROCAL ACCESS EASEMENT
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Reserved for Recording

Drafted by and return to:

Attorney D. Clarke Sugar
 Axley Brynerson, LLP
 2 East Mifflin Street, Suite 200
 Madison, Wisconsin 53703

050/0907-041-9681-0 and 050/0907-
 041-8670-0

Parcel Identification Numbers

THIS RECIPROCAL ACCESS EASEMENT AGREEMENT (the “**Agreement**”) is entered into on the ____ day of _____, 2020, by and between Dane County (the “**County**”) and Trudi M. Marquardt and John R. Marquardt (collectively, “**Marquardt**”). County and Marquardt may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS:

A. County is the owner of the property more specifically described on Exhibit A located in the Town of Roxbury, Dane County, Wisconsin and shown on Exhibit C (“**County’s Property**”).

B. Marquardt is the owner of the property described as the NE1/4 of Section 4, Township 9N, Range 7E, in the Town of Roxbury, Dane County, Wisconsin; EXCEPT the following 2 parcels: 1) Warranty Deed to Dane County, recorded July 31, 1959, in Volume 697 of Deeds, Page 309, as Document No. 985116; AND 2) Warranty Deed to County of Dane, recorded August 1, 2005, in Records, Page 161, as Document No. 4087167 as depicted on Exhibit C (“**Marquardt’s Property**”). Collectively, Grantor’s Property and Grantee’s Property may be referred to as the “**Properties**”.

C. The Parties have agreed upon the terms of an easement for vehicular and pedestrian access to and from Marquardt's Property over and across portions of County's Property and an easement continuing over and across Marquardt's Property to Fish Lake Road in accordance with the terms and conditions set forth in this Agreement.

EASEMENT:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Driveway Easement to Marquardt. County grants for the benefit of Marquardt, and Marquardt's successors, assigns, invitees, guests and tenants (collectively, the "**Users**") a non-exclusive easement and right over the portion of County's Property ("**Driveway Easement Area**") legally described and depicted on the attached Exhibits, for pedestrian and vehicular traffic ingress and egress to and from Marquardt's Property (the "**Driveway Easement**"). Marquardt's and the Users' use of the Driveway Easement Area shall be subject to the any applicable governmental restrictions and regulations applicable to ingress and egress; provided, however, that County shall take no actions that would prevent Marquardt or the Users access to and from Marquardt's Property for Marquardt's use of Marquardt's Property. In the event that County's use of County's Property changes, County shall provide access equal to or greater than currently exists to and from Marquardt's Property to allow for Marquardt's continued use of Marquardt's Property.

2. Maintenance of the Driveway. County and Marquardt shall each be responsible for maintaining the driveway for its own use. Each Party shall be responsible for any damage it or its Users may cause either intentionally or through negligence to the Driveway Easement Area. In such event, each Party shall promptly make all needed repairs restoring the Driveway Easement Area to substantially the same condition that existed prior to such damage. In the event that repairs to the Driveway Easement Area are necessary and use of the Driveway Easement Area may be temporarily interrupted, County shall have no liability to Marquardt in such event, and Marquardt shall not have any claims against County, so long as County (a) provides alternate ingress and egress to the applicable portion of the Marquardt's Property during the temporary interruption, and (b) proceeds with reasonable diligence to complete the repairs to minimize the interruption of the Driveway Easement Area. County may remove snow at its discretion but is not obligated to do so.

3. Access Easement to County. Marquardt grants, for the benefit of County, its successors, assigns, invitees, guests and tenants, a non-exclusive easement and right over the portion of the Marquardt's Property ("**Access Easement Area**") legally described and depicted on the attached Exhibits, for pedestrian and vehicular traffic ingress and egress from County's Property to Fish Lake Road.

4. Maintenance of the Access Easement. County shall be responsible for any and all costs of maintenance and any repairs of the Access Easement. County shall be responsible for any damage it or its Users may cause either intentionally or through negligence to the Access Easement Area. In such event, County shall promptly make all needed repairs restoring the

Access Easement Area to substantially the same condition that existed prior to such damage. Any upgrades to the Access Easement Area shall be approved by Marquardt and be the responsibility of the County.

5. No Mutual Indemnification. County and Marquardt shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, boards, commissions, agencies, officers and representatives and shall be responsible for any losses, claims and liabilities which are attributable to such acts, errors or omissions including providing its own defense. In situations of joint liability, the Parties shall be responsible for consequences of its own acts, errors or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the Parties to impose liability beyond that imposed by state statutes.

6. Term. The Driveway Easement and Access Easement shall be perpetual and shall constitute covenants running with the land for the benefit of Marquardt's Property and County's Property.

7. Binding Effect. The covenants contained in this Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors and assigns.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

9. Covenants Running with the Land. All the terms, conditions, covenants and other provisions contained in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and assigns. The Easements granted under this Agreement are an easements appurtenant to the respective Properties and may not be assigned, transferred or conveyed separately from, or severed from, the title to such Properties. Should the Parties agree in writing to terminate the Driveway Easement or the Access Easement, County and Marquardt, , and each of their respective successors and assigns as fee simple owners of the Properties, shall cease to have further right or liability under this Agreement.

10. 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.

11. Severability. If any term or condition of this Agreement or the application of this Agreement to any person or circumstances 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.

12. 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 Easement.

13. 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 attorneys' fees, from the nonprevailing Party.

14. Not a Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever.

15. Recitals. The Recitals are incorporated into this Agreement.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

Notary Public, State of Wisconsin.
My Commission expires: _____

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

John R. Marquardt

Trudi M. Marquardt

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged before me on _____, 2020 by John R. Marquardt and Trudi M. Marquardt.

Notary Public, State of Wisconsin.
My Commission expires: _____

EXHIBIT A
County Ownership

Parcel A:

Located in part of the Northwest 1/4 of the Northwest 1/4, the Northeast 1/4 of the Northwest 1/4, the Southwest 1/4 of the Northwest 1/4, the Southeast 1/4 of the Northwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Southwest 1/4 or the Southwest 1/4, all in Section 4, Township 9 North, Range 7 East, in the Township of Roxbury, Dane County, Wisconsin, to-wit: Beginning at the North 1/4 corner of said Section 4; thence South 00°20'21" West, 2660.23 feet; thence North 89°14'20" West, 1965.98 feet; thence along the arc of a curve concave Southerly having a radius of 210.28 feet and a long chord bearing South 68°19'17" West, 160.47 feet; thence South 45°53'28" West, 115.95 feet; thence along the arc of a curve concave Northwesterly having a radius of 655.27 feet and a long chord bearing South 55°39'42" West, a distance of 222.41 feet; thence South 65°26'19" West, 158.85 feet; thence along the arc of a curve concave Southeasterly having a radius of 167.42 feet and a long chord bearing South 32°45'59" West a distance of 180.75 feet; thence South 00°05'32" West, 1075.46 feet; thence along the arc of a curve concave Southwesterly having a radius of 187.86 feet and a long chord bearing North 17°32'38" West and a distance of 108.92 feet; thence North 00°05'32" East, 971.65 feet; thence along the arc of a curve concave Southeasterly having a radius of 200.42 feet and a long chord bearing North 32°45'55" East a distance of 216.39 feet; thence North 65°26'19" East, 158.78 feet; thence along the arc of a curve concave Northwesterly having a radius of 622.17 feet and a long chord bearing North 55°39'53" East a distance of 211.27 feet; thence North 45°53'28" East, 115.95 feet; thence along the arc of a curve concave Southerly having a radius of 243.28 feet and a long chord bearing North 53°14'23" East a distance of 62.23 feet; thence North 89°14'16" West, 56.88 feet; thence along the arc of a curve concaved Southeasterly having a radius of 276.28 feet and a long chord bearing North 70°32'38" East a distance of 190.87 feet; thence South 89°14'20" East, 1108.09 feet; thence North 00°20'21" East, 2589.63 feet; thence South 89°32'45" East, 857.40 feet to the point of beginning.

Parcel B:

Being the Northwest Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, a part of the Northeast Quarter of the Northeast Quarter and a part of the Southeast Quarter of the Northeast Quarter of Section 4, Town 9 North, Range 7 East, Town of Roxbury, Dane County, Wisconsin, described as follows:

Beginning at the North Quarter corner of said Section 4; thence East along the north line of the Northeast Quarter of said Section 4, 2638.07 feet to the northeast corner of said Section 4; thence South 01°06'13" West along the east line of the Northeast Quarter of said Section 4, 859.87 feet; thence West, 1026.44 feet; thence South 01°06'13" West, 1509.84 feet; thence South 89°29'24" East, 640.20 feet; thence South 00°48'10" West, 334.18 feet to a point in the east-west quarter line of said Section 4; thence North 88°44'44" West along the east-west quarter line of said Section 4, 2,240.53 feet to the center of said Section 4; thence North 00°49'46" East along the north-south quarter line of said Section 4, 2,660.36 feet to the point of beginning. Containing 5,392,103 square feet, (123.79 acres), more or less. And being subject to servitudes and easements of use or record, if any.

EXHIBIT B

Legal Description of Driveway Easement and Access Easement

Driveway Easement Legal Description (Marquardt to County)

An established gravel driveway as it crosses the following described parcels of land:

Parcel A:

Located in part of the Northwest 1/4 of the Northwest 1/4, the Northeast 1/4 of the Northwest 1/4, the Southwest 1/4 of the Northwest 1/4, the Southeast 1/4 of the Northwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Southwest 1/4 of the Southwest 1/4, all in Section 4, Township 9 North, Range 7 East, in the Township of Roxbury, Dane County, Wisconsin, to-wit: Beginning at the North 1/4 corner of said Section 4; thence South 00°20'21" West, 2660.23 feet; thence North 89°14'20" West, 1965.98 feet; thence along the arc of a curve concave Southerly having a radius of 210.28 feet and a long chord bearing South 68°19'17" West, 160.47 feet; thence South 45°53'28" West, 115.95 feet; thence along the arc of a curve concave Northwesterly having a radius of 655.27 feet and a long chord bearing South 55°39'42" West, a distance of 222.41 feet; thence South 65°26'19" West, 158.85 feet; thence along the arc of a curve concave Southeasterly having a radius of 167.42 feet and a long chord bearing South 32°45'59" West a distance of 180.75 feet; thence South 00°05'32" West, 1075.46 feet; thence along the arc of a curve concave Southwesterly having a radius of 187.86 feet and a long chord bearing North 17°32'38" West and a distance of 108.92 feet; thence North 00°05'32" East, 971.65 feet; thence along the arc of a curve concave Southeasterly having a radius of 200.42 feet and a long chord bearing North 32°45'55" East a distance of 216.39 feet; thence North 65°26'19" East, 158.78 feet; thence along the arc of a curve concave Northwesterly having a radius of 622.17 feet and a long chord bearing North 55°39'53" East a distance of 211.27 feet; thence North 45°53'28" East, 115.95 feet; thence along the arc of a curve concave Southerly having a radius of 243.28 feet and a long chord bearing North 53°14'23" East a distance of 62.23 feet; thence North 89°14'16" West, 56.88 feet; thence along the arc of a curve concave Southeasterly having a radius of 276.28 feet and a long chord bearing North 70°32'38" East a distance of 190.87 feet; thence South 89°14'20" East, 1108.09 feet; thence North 00°20'21" East, 2589.63 feet; thence South 89°32'45" East, 857.40 feet to the point of beginning.

Parcel B:

Being the Northwest Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, a part of the Northeast Quarter of the Northeast Quarter and a part of the Southeast Quarter of the Northeast Quarter of Section 4, Town 9 North, Range 7 East, Town of Roxbury, Dane County, Wisconsin, described as follows:

Beginning at the North Quarter corner of said Section 4; thence East along the north line of the Northeast Quarter of said Section 4, 2638.07 feet to the northeast corner of said Section 4;

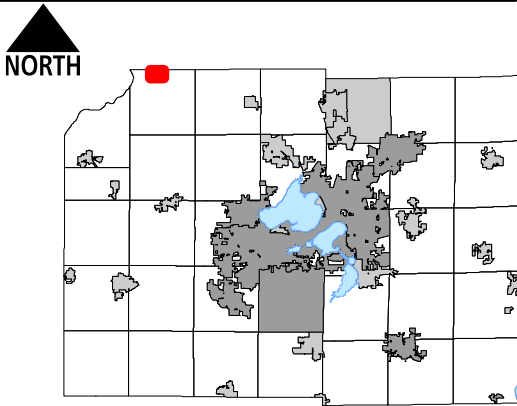
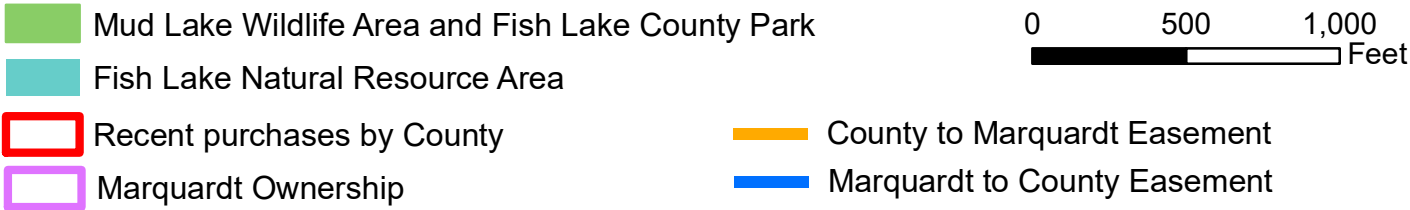
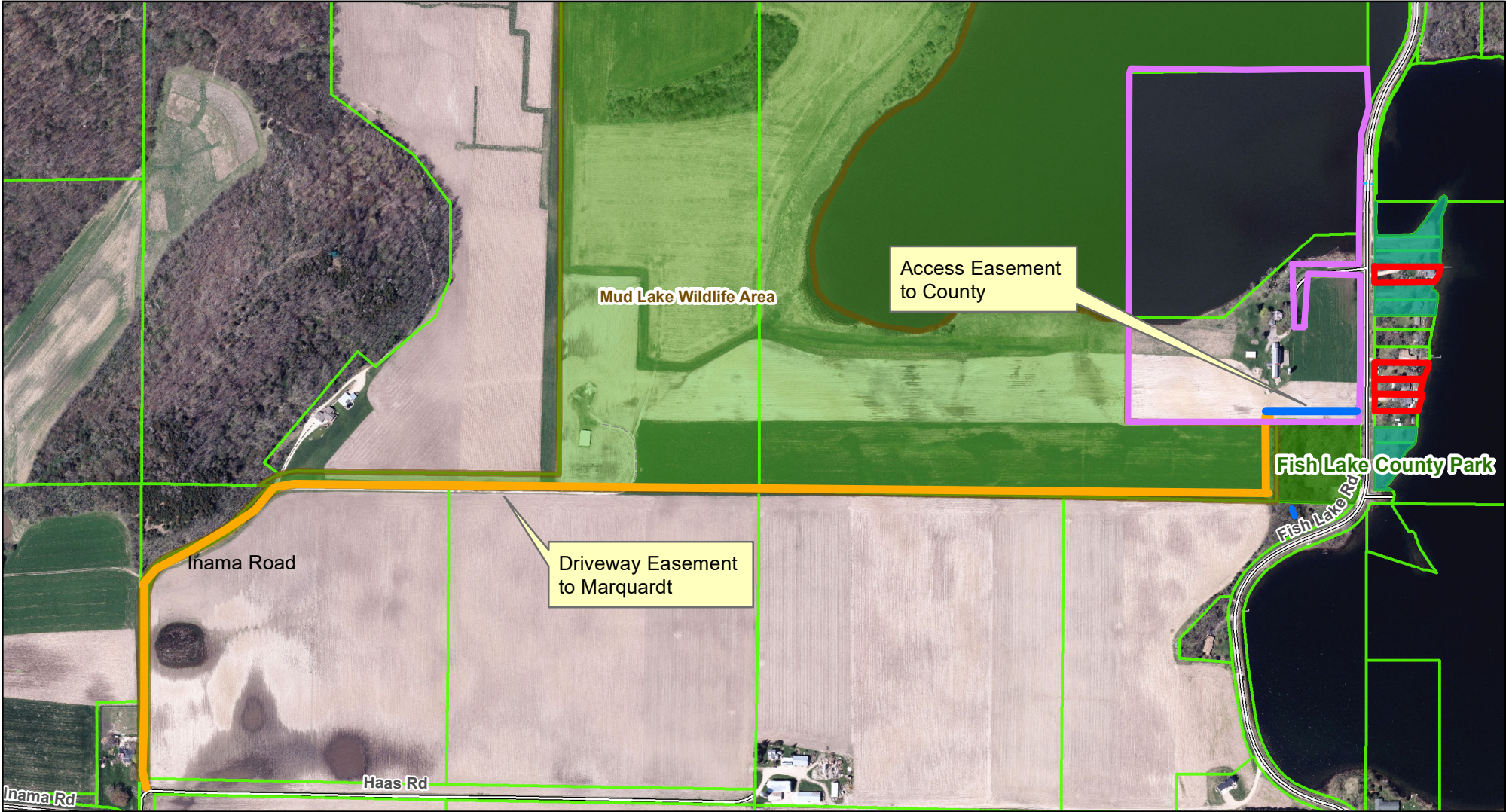
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Access Easement Legal Description (Marquardt to County)

A strip of land 50 feet wide as it crosses the following parcel of land:

The NE1/4 of Section 4, Township 9N, Range 7E, in the Town of Roxbury, Dane County, Wisconsin; EXCEPT the following 2 parcels: 1) Warranty Deed to Dane County, recorded July 31, 1959, in Volume 697 of Deeds, Page 309, as Document No. 985116; AND 2) Warranty Deed to County of Dane, recorded August 1, 2005, in Records, Page 161, as Document No. 4087167.

Exhibit C
Marquardt/County Reciprocal Access Easement, Town of Roxbury



Data Sources:
Tax Parcels (3-2018)
Digital orthophoto from April 2017.