

SEWER EASEMENT AGREEMENT

Document Number

Document Name

THIS SEWER EASEMENT AGREEMENT (Agreement) is granted by Dane County to R. Bollig Farm Property, LLC. This document replaces an earlier Sewer Easement Agreement recorded as Document #5176262 recorded in the Office of the Dane County Register of Deeds.

RECITALS:

A. Dane County is the fee holder of certain real property in the Towns of Burke and Windsor, of Dane County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A ("Property").

B. R. Bollig Farm Property, LLC is the fee holder of certain real property in the Town of Windsor, of Dane County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit B ("Adjoining Property").

C. R. Bollig Farm Property, LLC has requested that Dane County grant a permanent sewer easement over and under the North thirty feet of the Property ("Sewer Easement Area") and temporary construction easement ("Temporary Construction Easement") over certain portions of the Property as such portions are described on the attached and incorporated Exhibit C ("Sewer Easement Area").

AGREEMENT

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

1. **Grant of Easement.** Dane County grants to R. Bollig Farm Property LLC and its successors and assigns a perpetual sewer easement and right-of-way to construct, reconstruct, maintain, operate, supplement, and remove sewer lines that may from time to time be required, with the right of ingress and egress for the purpose of this grant, over the Sewer Easement Area, all for the benefit of the Adjoining Property and any other property accessing sewer service through sewer lines crossing the Adjoining Property. All improvements shall be located below grade except to the extent vents or other above ground improvements are required by the Madison Metropolitan Sewerage District or the public utility owning or operating the sewer facilities.

2. **Temporary Construction Easement.** During the period of construction or installation, and during any maintenance, replacement or removal, of improvements within the Property, R. Bollig Farm Property, LLC and its successors and assigns shall have a Temporary Construction Easement over those portions of the Property located within twenty feet of the Sewer Easement Area for the purpose of transporting and temporarily storing equipment and materials in connection with the construction or installation of improvements within the Property. The Temporary Construction

RETURN TO:

Attorney Kevin M. Laffey
Eustice, Laffey, Sebranek & Auby, S.C.
100 Wilburn Road, Ste. 202
P.O. Box 590
Sun Prairie, WI 53590-0590

Parcel Identification Numbers (PINs)

068/0910-313-8720-6

See Also Exhibits A, B & C which are attached and incorporated herein by reference.

Easement shall expire upon the completion of installation as contemplated in Section 1, above, or upon completion of any subsequent maintenance, replacement or repair work, as applicable.

3. **Indemnification.** R. Bollig Farm Property, LLC and its successors and assigns shall hold harmless and indemnify Dane County, its boards, commissions, agencies, officers, employees and representatives from and against any and all liability, loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with R. Bollig Farm Property, LLC's or its successor's and assign's activities conducted on the Property or exercise of its rights pursuant to this Easement, regardless of the cause of the injury, except to the extent caused by the gross negligence or misconduct of Dane County or its agents or employees.

Dane County shall not be responsible for any of the costs associated with installation, maintenance, repair or replacement of improvements in the Sewer Easement Area by or for the benefit of R. Bollig Farm Property, LLC and its successors and assigns and R. Bollig Farm Property, LLC or its successors and assigns shall indemnify Dane County for such costs. Should Dane County be subject to any assessment or fees related to the installation, maintenance, repair or replacement of sewer lines in the Sewer Easement Area by or for the benefit of R. Bollig Farm Property, LLC or its successors and assigns and/or the Adjoining Property then R. Bollig Farm Property, LLC or its successors and assigns shall indemnify and reimburse Dane County for those sums, excepting only costs, assessments or fees incurred by or imposed on Dane County for hooking up to or using the sewer line for the benefit of property owned by Dane County.

4. **Consistent Uses Allowed.** Dane County reserves the right to use the Sewer Easement Area and the Temporary Construction Easement for purposes that will not interfere with the R. Bollig Farm Property LLC's, its successor's and assign's full enjoyment of the Sewer Easement Area rights granted in this Agreement. Neither party shall make any use of the Sewer Easement Area which shall unreasonably interfere with the rights of the other party hereunder.

5. **Restoration of Surface.** R. Bollig Farm Property LLC, its successors and assigns shall restore the surface disturbed by any construction, maintenance, repair or replacement of any improvement located within the Sewer Easement Area or the Temporary Construction Easement to substantially the same condition as before the disturbance. All restoration work shall be done in a timely manner.

6. **Covenants Run with Land.** All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Dane County and R. Bollig Farm Property LLC and their respective successors and assigns. The party named as Dane County in this Agreement and any successor or assign to Dane County as fee simple owner of the Property 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 and such obligations shall pass to the subsequent owners of the Easement Area. The party named as R. Bollig Farm Property LLC in this Agreement and any successor or assign to R. Bollig Farm Property LLC as fee simple owner to the Adjoining Property 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 Adjoining Property and such obligations shall pass to the subsequent owners of the Adjoining Property.

7. **Non-Use.** Non-use or limited use of the Sewer Easement Area or Temporary Construction Easement rights granted in this Agreement shall not prevent the benefitting party from later use of the Sewer Easement Area or Temporary Construction Easement right to the fullest extent authorized in this Agreement. It is understood by the parties that it may be many months or years before the Sewer Easement Area may be used.

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

9. **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 Dane County, Wisconsin.

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. **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. No interpretation shall be made by any party or any court which would deprive R. Bollig Farm Property LLC or its successors and assigns of the right to use the Sewer Easement Area for its intended purpose.

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 be in writing signed by that party and shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

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. Injunctive relief to enable R. Bollig Farm Property LLC and its successors and assigns to use the Easement Area for its intended purpose is specifically agreed to by Dane County on behalf of itself and its successors and assigns. 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.

14. **No Public Dedication.** Nothing in this Agreement shall be deemed 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. **No Partnership or Joint Venture.** Nothing contained in this instrument shall be construed to make R. Bollig Farm Property LLC or Dane County partners or joint venturers of each other or to render either party liable for the debts or obligations of the other party, except as expressly provided herein.

Dated: April 20, 2016

Execution on following pages.

Dane County

By:

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged before me on April 2016 day of ~~August~~, 2015, by _____,
the _____ of the County of Dane.

(signature)

(print name)

Notary Public, State of Wisconsin

My commission expires: _____

R. Bollig Farm Property, LLC

By:

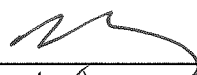
Dorothy J. Lange
Dorothy J. Lange Managing Member & Member

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.

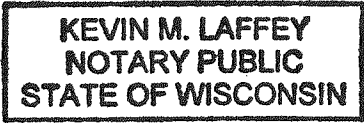
COUNTY OF DANE)

This instrument was acknowledged before me on 12 day of ^{April}~~August~~, 2016, by Dorothy J. Lange.



(signature)
Kevin Laffey

(print name)
Notary Public, State of Wisconsin
My commission expires: is perm



R. Bollig Farm Property, LLC

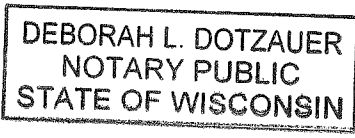
By: Mary A. Tveit

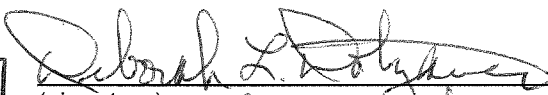
Mary A. Tveit, Managing Member & Member

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged before me on 20th day of ^{April}~~August~~, 2016, by Mary A. Tveit.





(signature)
Deborah L. Dotzauer

(print name)
Notary Public, State of Wisconsin
My commission expires: 2/11/2020

R. Bollig Farm Property, LLC

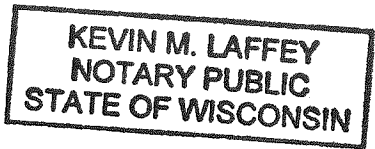
By: Janice H. Pomeranke

Janice Pomeranke, Member

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged before me on 12 day of ^{April}~~August~~, 2016, by Janice Pomeranke.



(signature) [Signature]
(print name) Kevin Laffey
Notary Public, State of Wisconsin
My commission expires: 10 years

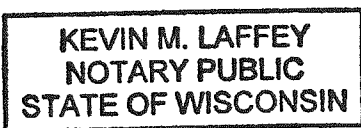
R. Bollig Farm Property, LLC

By: [Signature]
Betty J. Pomeranke, Member

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged before me on 18 day of April, 2016, by Betty J. Pomeranke.



(signature) [Signature]
(print name) Kevin Laffey
Notary Public, State of Wisconsin
My commission expires: 10 years

R. Bollig Farm Property, LLC


By: [Signature]
Carol Statz, Member

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged before me on 18 day of April, 2016, by Carol Statz.

KEVIN M. LAFFEY
NOTARY PUBLIC
STATE OF WISCONSIN



(signature)
Kevin Laffey

(print name)
Notary Public, State of Wisconsin
My commission expires: *12/31/2011*

R. Bollig Farm Property, LLC

By: Margaret S. Bollig-Settersten
Margaret S. Bollig-Settersten, Member

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged before me on 18th April day of ~~August~~, 2016 by Margaret S. Bollig-Settersten.

DEBORAH L. DOTZAUER
NOTARY PUBLIC
STATE OF WISCONSIN

Deborah L. Dotzauer
(signature)
Deborah L. Dotzauer
(print name)
Notary Public, State of Wisconsin
My commission expires: 2/11/2020

R. Bollig Farm Property, LLC

By: John Bollig
John Bollig, Member

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged before me on 19th April day of ~~August~~, 2016 by John Bollig.

DEBORAH L. DOTZAUER
NOTARY PUBLIC
STATE OF WISCONSIN

Deborah L. Dotzauer
(signature)
Deborah L. Dotzauer
(print name)
Notary Public, State of Wisconsin
My commission expires: 2/11/2020

THIS INSTRUMENT DRAFTED BY:

Attorney Kevin M. Laffey
Eustice, Laffey, Sebranek & Auby, S.C.
100 Wilburn Road, Suite 202
P.O. Box 590
Sun Prairie, WI 53590-0590
(608) 837-7386

EXHIBIT "A" - PROPERTY

The Southwest One-Quarter of the Southwest One-Quarter (SW1/4 SW1/4) of Section Thirty-one (31), and the Northwest One-Quarter of the Southwest One-Quarter (NW1/4 SW1/4) of Section Thirty-one (31), EXCEPT that part thereof deeded to Andros Anderson and recorded in Volume 72 of Deeds, Page 363, AND FURTHER EXCEPT that part thereof deeded to Thomas Sveeren and recorded in Volume 237 of Deeds, Page 29, all in Section Thirty-one (31), Township Nine (9) North, Range Ten (10) East, in the Town of Windsor, Dane County, Wisconsin. The Fractional Northwest One-Quarter (NW1/4) of Section Six (6), Township Eight (8) North, Range Ten (10) East, in the Town of Burke, Dane County, Wisconsin, lying North of the Yahara River, EXCEPT the East 924 feet thereof. EXCEPTING from all of the above that highway described in Volume 673 of Deeds, Page 73, deeded to Dane County, Wisconsin. Subject to a Boundary Line Agreement dated January 10, 2001 and recorded January 25, 2001 as Document Number 3283063. Said Boundary Line Agreement was corrected by an Affidavit of Correction dated October 26, 2004 and recorded October 27, 2004 as Document Number 3983488.

TAX ROLL PARCEL NUMBER: 068/0910-313-9000-5
ADDRESS PER TAX ROLL: 4730 STATE HIGHWAY 19

TAX ROLL PARCEL NUMBER: 068/0910-313-8720-6
ADDRESS PER TAX ROLL: NO PARCEL ADDRESS AVAILABLE

TAX ROLL PARCEL NUMBER: 014/0810-062-8141-0
ADDRESS PER TAX ROLL: NO PARCEL ADDRESS AVAILABLE

TAX ROLL PARCEL NUMBER: 014/0810-062-8500-8
ADDRESS PER TAX ROLL: NO PARCEL ADDRESS AVAILABLE

TAX ROLL PARCEL NUMBER: 014/0810-062-9041-0
ADDRESS PER TAX ROLL: NO PARCEL ADDRESS AVAILABLE

Exhibit B – Adjoining Property

The Property shall consist of 57.4 acres of land, more or less, located in section 31, T9N, R10E, Town of Windsor, Dane County, Wisconsin, which is more particularly described as follows: (i) the SE 1/4 of the SW 1/4 of said section 31, except for highway right-of-way (tax parcel 0910-313-9500-0), and (ii) that part of the NE 1/4 of the SW 1/4 of said section 31 described as follows: Beginning at the SW corner thence north to a point 1007 feet south of the north line of said section, thence east 700 feet, thence north to a point 379 feet south of the north section line, thence east to the east line of the quarter section, thence south to SE corner of the quarter section, thence west to the point of beginning (tax parcel 0910-313-8220-1); all subject to the rights of the public in any abutting public road, and together with any easements or other rights appurtenant thereto, if any.

Tax Parcel 091031382201

Tax Parcel 091031395000

Exhibit C – Sewer Easement Area

The North thirty (30') feet of the following parcel:

The Northwest One-Quarter of the Southwest One-Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Thirty-one (31), EXCEPT that part thereof deeded to Andros Anderson and recorded in Volume 72 of Deeds, Page 363, AND FURTHER EXCEPT that part thereof deeded to Thomas Sveeren and recorded in Volume 237 of Deeds, Page 29, all in Section Thirty-one (31), Township Nine (9) North, Range Ten (10) East, in the Town of Windsor, Dane County, Wisconsin.

Tax Roll Parcel Number 068/0910-313-8720-6

Address Per Tax Roll: No Parcel Address Available