

## RECIPROCAL ACCESS EASEMENT

**THIS RECIPROCAL ACCESS EASEMENT (hereinafter referred to as "Easement")** is entered into by and between The Bruce Company of Wisconsin, Inc., their interest may appear (hereinafter referred to as "Bruce Co.") and the County of Dane (hereinafter referred to as the "County"). Bruce Co. and the County are sometimes singularly referred to as "Party" and collectively referred to as "Parties".

### RECITALS

**WHEREAS**, the County owns approximately 382 acres of land located in the Town of Verona and the Town of Montrose formerly owned by Bruce Co. and desires to cross adjacent Bruce Co. land in order to access its lands;

**WHEREAS**, Bruce Co. is fee owner of lands adjacent to the County owned property and desires an easement from the County to access its lands;

**WHEREAS**, Bruce Co. hereby agrees to convey to the County a non-exclusive Easement over an driveway off of Highway 69 and an existing field road for the purpose of providing legal ingress and egress for the benefit of land owned by the County, located in Dane County, Wisconsin and described on the attached Exhibit "A" which is made a part herein and depicted as Parcel A and Parcel B on the attached Exhibit "B", which is made a part herein:

**WHEREAS**, said Easement from Bruce Co. to the County shall be located across land owned by Bruce Co. in Dane County, Wisconsin, generally described as follows and depicted on Exhibit "B":

Township 5 North, Range 8 East, Town of Montrose

Section 3: A driveway entrance connecting to an existing field road running in a southeasterly direction parallel to the Sugar River through portions of the SW ¼ of the NW1/4 and the NW1/4 of the SW1/4 (hereinafter referred to as Description A);

**WHEREAS**, the County hereby agrees to convey to Bruce Co. a non-exclusive Easement over an existing bridge and farm road for the purpose of providing legal ingress and egress for the benefit of land owned by Bruce Co., located in Dane County, Wisconsin, described on Exhibit "A" and depicted as Parcel C and Parcel D on Exhibit "B";

**WHEREAS**, said Easement from County to the Bruce Co. shall be located across land owned by the County, in Dane County, Wisconsin, generally described as follows and depicted on Exhibit "B":

Township 5 North, Range 8 East, Town of Montrose

Section 3: A bridge and an existing farm road as it runs in a northeasterly direction through the SW1/4 of the NW1/4, the SE1/4 of the NW1/4 of the NW1/4 and the NE1/4 of the NW1/4

Recording Area

Return: Dane County Land & Water Resources  
Attn: Real Estate Coordinator  
5201 Fen Oak Dr., #208  
Madison, WI 53718

Parcel Identification Number (PIN):

County: see attached Exhibit A  
Bruce Co.: see attached Exhibit A

(hereinafter referred to as Description B);

**WHEREAS**, the Parties have agreed to enter into this Easement, and each Party is granting a right of access on existing access roads that travel across each Party's property on the above described lands (hereinafter collectively referred to as the "**Premises**") of each Party in Dane County, Wisconsin as depicted in Exhibit "B".

**NOW, THEREFORE**, the County and Bruce Co., for good and valuable consideration, hereby convey to each other a reciprocal non-exclusive Easement for purposes of obtaining ingress and egress over the above described Premises.

1. **RIGHTS AND RESPONSIBILITIES OF THE COUNTY**

- A. Bruce Co. conveys to the County, its employees, officers, and agents, excluding the general public, the right of vehicular ingress and egress on, over, and across the Premises described as Description A for construction, restoration and management purposes.
- B. The County shall provide and install signage at locations agreed upon by the Parties in order to divert the general public to other access locations on County lands.
- C. The County shall have the right to install a gate at a location agreed upon by the Parties in order to divert the general public to other access locations on County lands. The County shall provide a key/code to Bruce Co. for said gate.
- D. The County shall not utilize any Bruce Co. parking lots or park any County owned vehicles on Bruce Co. lands without prior approval from Bruce Co.
- E. The County agrees to repair any property damage to the Premises described as Description A which is caused by the County, its employees, officers, or agents from the use of said Premises, as provided within this Easement subject to the availability of future appropriations.
- F. The County's Easement is for the benefit of the County's present ownership, as a whole, and the Easement may not be subdivided, transferred separately from or severed from title to the benefited property described above. Furthermore, the benefits granted by this Easement shall not be extended to provide access to any subdivisions (including a condominium), lots or parcels created off the County's present ownership of the benefited property. Any purported subdivision of this Easement shall constitute a material breach of this Easement and said Easement shall be automatically considered null and void and all rights granted pursuant to this Easement shall be revested in Bruce Co. The restrictions contained in this clause do not apply to boundary line agreements that resolve bona fide boundary disputes, as long as each such conveyance receives prior written approval of Bruce Co., which shall not be unreasonably withheld, and also provided that the total acreage of the County's benefitted property under this Easement shall have de minimis reduction thereby.
- G. To the extent authorized by law, the County agrees to protect, and save harmless Bruce Co., its agents and employees, from and against all claims, demands, suits, liability and

expense, by reason of loss or damage to any property or bodily injury to any person whatsoever, that may arise from the maintenance or use of Description A.

2. RIGHTS AND RESPONSIBILITIES OF BRUCE CO.

- A. The County conveys to Bruce Co., its successors and assigns, the right of ingress and egress on, over, and across the Premises described as Description B for the purpose of planting, maintaining and removing nursery stock and land management purposes.
- B. In the event Parcel C is sold or transferred to a non-Bruce Co. party, the Easement described as Description B shall automatically terminate; the Easement described as Description A shall not automatically terminate but shall remain in full force and effect.
- C. Bruce Co. agrees to repair any property damage to the Premises described as Description B caused by Bruce Co. from the use of said Description B, as provided within this Easement.
- D. Bruce Co.'s Easement is for the benefit of Bruce Co.'s present ownership, as a whole, and the Easement may not be further subdivided, transferred separately from or severed from title to the benefited property described above. Furthermore, the benefits granted by this Easement shall not be extended to provide access to any subdivisions (including a condominium), lots or parcels created off Bruce Co.'s present ownership of the benefited property. Any purported subdivision of this Easement shall constitute a material breach of this Easement and said Easement shall be automatically considered null and void and all rights granted pursuant to this Easement shall be revested in the County. The restrictions contained in this clause do not apply to boundary line agreements that resolve bona fide boundary disputes, as long as each such conveyance receives prior written approval of the County, which shall not be unreasonably withheld, and also provided that the total acreage of the Bruce Co.'s benefitted property under this Easement shall have de minimis reduction thereby.
- E. Bruce Co. agrees to protect, indemnify, and save harmless the County, its agents and employees, from and against all claims, demands, suits, liability and expense, by reason of loss or damage to any property or bodily injury to any person whatsoever, that may arise from the maintenance or use of the Premises.

3. COVENANTS OF BOTH PARTIES

- A. Each Party shall be responsible for completing maintenance of the Premises as necessary for their own purposes and to repair naturally occurring damages not related to each Party's activities and use of the Premises.
- B. Each Party shall maintain the Premises in a safe condition at all times such that each Party shall cause no obstruction to free and uninhibited use of the Premises, unless said obstruction is agreed to by the Parties.
- C. The general topography of the Premises shall be maintained in its present condition and no improvements, excavation or topographic changes shall be made without written approval of the affected Party.

- D. No cutting or trimming of trees outside the Premises shall be done without the prior written approval of the Party owning the land, except that dead and downed trees which lie inside or outside the Premises that obstruct passage may be removed without such written approval. Any trees removed from the Premises remains the property of the affected Party. All stumps, slash, waste materials and other debris resulting from construction or maintenance of the Premises for use of the same shall be disposed of by the affected Party.
- E. Any and all desired new construction or improvements on the Premises shall be done with prior written approval of the affected Party.
- F. The Premises is for the purpose of limited ingress and egress access to each Party's property. The Parties agree to restrict vehicular use of the Premises on the other Party's land to vehicles licensed for use on public highways, except that ATVs, tractors and related equipment and machinery may be used for maintenance of the Premises on the other Party's land.
- G. Each Party shall comply with all applicable federal, state, and local laws and regulations in exercising any and all rights granted herein. If required by law, each Party shall co-apply for any and all state, federal and local permits necessary for implementing the use and maintenance of the Premises pursuant to this Easement.
- H. Each Party shall maintain comprehensive public liability insurance covering claims for personal and bodily injury or property damage occurring in or on their portion of lands owned by either Party, including without limitation, the Premises, in an amount of \$1,000,000 single limit coverage for bodily or personal injury or death, and for property damage, arising out of any one occurrence and \$2,000,000 in the aggregate.
- I. No dumping of ashes, trash, garbage, sewage, sawdust, manure piles, or any unsightly or offensive material shall be placed upon or in the Premises.
- J. All notices, statements, demands or other communications to be given pursuant to this Easement must be in writing, addressed to the Parties and will be delivered in person, or by certified or registered mail, postage prepaid, to the following addresses, or to any other address which the parties may from time to time designate:

If to the County:      Real Estate Coordinator  
Dane County Land & Water Resources Dept.  
5201 Fen Oak Drive, #208  
Madison, WI 53718

If to Bruce Co.:      Chief Operating Officer  
The Bruce Company  
2830 Parmenter Street  
PO Box 620330  
Middleton, WI 53562

4. RESERVED RIGHTS OF EACH PARTY

- A. It is understood that this Easement imposes no other obligations or restrictions upon each Party nor shall their successors, assigns, lessees, and licensees in any way be restricted from utilizing the Premises in the customary manner and current recreational capacity except as contrary to the provisions mentioned herein.
- B. Nothing herein shall be construed as limiting the right of each Party to sell, give or otherwise convey the described land; provided such conveyance is subject to the terms of this Easement, which shall run with the land.

5. GENERAL PROVISIONS

- A. The Parties hereto confirm and agree that the recitals set forth herein are true and correct and incorporate the same herein for all purposes.
- B. Beyond the rights granted in this Easement, each Party shall neither lease nor convey any other easement in any way affecting the use and enjoyment of the other Party's Easement without the prior written permission of the other affected Party.
- C. Each Party assumes responsibility for all damages to the Premises caused by that Party's activities and related uses. If such described damages occur, that party responsible shall restore the Premises to a condition equivalent to the condition at the time of the grant of the Easement. That Party shall not be responsible for restoring the access to a condition improved beyond the above defined established standard.
- D. The provisions of this Easement shall bind the Parties mutually, their successors in interest and assigns in perpetuity, except as it pertains to clause 2(B).
- E. The Easement contained herein shall first come into force and effect when properly executed by each of the Parties and recorded in the records of the Register of Deeds Office in Dane County, Wisconsin.
- F. This Easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
- G. This Easement sets forth the entire understanding of the Parties and may not be changed except by a written document executed and acknowledged by all Parties (or their successors) to this Easement.
- H. If any term or condition of this Easement shall be deemed invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
- I. No delay or omission by any party exercising any right or power accruing upon any default, non-compliance or failure or performance of any of the provisions of this Easement shall be construed to be a waiver thereof. 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, covenants or conditions of this Easement.

- J. Enforcement of this Easement 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 Easement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Easement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

END OF CONDITIONS

**IN WITNESS WHEREOF**, the Bruce Co. hereby grants, accepts and consents to the terms and conditions of this Easement and have caused this instrument to be executed on its behalf this \_\_\_\_ day of \_\_\_\_\_, 2019.

Bruce Company of Wisconsin, Inc.

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

State of Wisconsin        )  
                                      ) ss.  
County of \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the above named \_\_\_\_\_ to me known to be the persons who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Bruce Company of Wisconsin, Inc.

\_\_\_\_\_  
\*  
Notary Public, State of Wisconsin  
My Commission (expires)(is) \_\_\_\_\_.

**IN WITNESS WHEREOF**, the County hereby grants, accepts and consents to the terms and conditions of this Easement and have caused this instrument to be executed on its behalf this \_\_\_\_ day of \_\_\_\_\_, 2019.

County of Dane

By \_\_\_\_\_  
Scott McDonell  
County Clerk

State of Wisconsin       )  
                                      ) ss.  
Dane County                )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the above named Scott McDonell, County of Dane, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said County of Dane.

\_\_\_\_\_

\*

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

This instrument drafted by:  
County of Dane/SJ Smith



**EXHIBIT "A"**  
**County Owned Lands**

Legal Description

Parcel A:

Those parts of the Southwest 1/4, the Northwest and Southwest 1/4 of the Southeast 1/4 of Section 34, Town 6 North, Range 8 East, in the Town of Verona, and parts of the Northeast 1/4, Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 and of the Northeast 1/4 of the Southwest 1/4 of Section 3, Town 5 North, Range 8 East, in the Town of Montrose, Dane County, Wisconsin, more particularly described as: Beginning at an aluminum monument at the West 1/4 corner of said Section 34; thence South 89° 28' 37" East along the North line of the South 1/2 of said Section 34, 3290.24 feet; thence South 11° 44' 02" West through a 1 1/2" iron pipe, 263.05 feet to a #6 rebar; thence South 46° 32' 26" West, 1563.65 feet to a 1 1/2" iron pipe; thence North 88° 24' 42" West, 115.84 feet to a 2" iron pipe; thence South 4° 56' 50" West, 698.41 feet to a 1 1/2" pipe; thence North 84° 14' 06" East, 671.52 feet to a #6 rebar; thence South 85° 59' 39" East, 252.02 feet to a 1 1/2" pipe; thence South 0° 20' 45" East, 690.00 feet to an aluminum monument at the North 1/4 corner of said Section 3; thence continuing South 0° 20' 45" East, 3872.89 feet to the Southeast corner of the Northeast 1/4 of the said Southwest 1/4; thence North 89° 22' 09" West, 1302.38 feet to a 1 1/2" pipe; thence North 33° 01' 21" East, 295.70 feet to a 1 1/2" pipe; thence North 15° 03' 10" East, 261.53 feet to a 1 1/2" pipe; thence North 01° 15' 18" East, 306.60 feet to a 1 1/2" pipe; thence North 07° 27' 13" West, 620.80 feet to a 1 1/2" pipe; thence North 43° 11' 09" West, 115.25 feet to a 1 1/2" pipe; thence North 53° 11' 50" West, 396.01 feet to a 1 1/2" pipe; thence North 57° 23' 52" West, 238.75 feet to a 1 1/4" pipe; thence North 52° 37' 27" West, 223.23 feet to a 1 1/4" pipe; thence North 42° 33' 09" West, 193.87 feet to a 1 1/4" pipe; thence North 52° 36' 27" West, 184.22 feet to a 1 1/4" pipe; thence North 61° 59' 13" West, 155.10 feet to a 1 1/4" pipe; thence North 56° 31' 23" West through a 1 1/4" pipe, 416.40 feet to the West line of the Northwest 1/4 of said Section 3; thence North 1° 51' 16" West, 1332.88 feet to an aluminum monument at the Northwest corner of said Section 3; thence North 89° 05' 30" West, 211.53 feet to a 1" axle at the Southwest corner of said Section 34; thence North 1° 24' 30" East along the West line of the Southwest 1/4 of Section 34, 1593.53 feet; thence South 88° 49' 27" East, 32.88 feet to a #6 rebar; thence North 19° 35' 37" East, 105.15 feet to a #6 rebar; thence North 1° 13' 10" East, 500.04 feet to a #6 rebar; thence North 88° 41' 49" West, 64.05 feet to the West line of the Northwest 1/4 of said Section 34; thence North 1° 24' 30" East, 460.93 feet to the point of beginning.

Parcel B:

Blocks 3, 4 and 9, parts of vacated Webster Street and vacated Union Street all in the Town of Paoli and those parts of the Southeast 1/4 of the Southwest 1/4 and of the Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 3, Town 5 North, Range 8 East, in the Town of Montrose, Dane County, Wisconsin, more particularly described as follow: Beginning at the South 1/4 corner of said Section 3; thence North 0° 20' 45" West along the West line of the said Southeast 1/4, 33.01 feet to a 1 1/2" pipe; thence North 89° 14' 23" West, 27.87 feet to a 1 1/2" pipe; thence North 71° 10' 27" West, 412.03 feet to a 1 1/2" pipe; thence North 0° 53' 25" East, 442.04 feet to a 4" pipe at a fence corner; thence North 64° 58' 48" East, 354.10 feet to a 4" pipe at a fence corner; thence South 45° 21' 36" East, 257.85 feet to a 4" pipe; thence North 0° 09' 51" West, 743.47 feet to a stone on the North line of the South 1/2 of the Southeast 1/4, 6 rods East of the Northwest corner thereof; thence South 89° 23' 32" East, along said North line, 1835.54 feet to the center line of Range Trail; thence South 1° 04' 41" West along said center line, 431.48 feet to the center line of Webster Street (vacated); thence North 89° 18' 22" West along said center line, 264.01 feet to a 1 1/2" pipe and the center line of Union Street (vacated); thence South 1° 04' 41" West along said center line, 297.01 feet to a 1 1/2" pipe and the North line of Dickson Street; thence North 89° 18' 22" West along said North line, 165.00 feet to a 1" pipe; thence South 1° 04' 41" West, 66.00 feet to a 1" pipe and the South line of Dickson Street; thence South 89° 18' 22" East along said South line, 165.00 feet to a 1 1/2" pipe and the center line of Union Street (vacated); thence South 1° 04' 41" West, 265.72 feet to a 1 1/2" pipe and the North line of Canal Street; thence North 89° 18' 22" West along said North line, 165.00 feet to a 1" pipe; thence South 1° 04' 41" West, 66.00 feet to a 1" pipe and the South line of Canal Street; thence South 89° 18' 22" East along said South line, 165.00 feet to a 1 1/2" pipe and the center line of Union Street (vacated); thence South 1° 04' 41" West, 52.83 feet to a 1 1/2" pipe; thence North 89° 18' 22" West, 165.00 feet to a 1 1/2" pipe; thence South 1° 04' 41" West, 54.20 feet to a 1 1/2" pipe; thence North 89° 18' 22" West, 132.00 feet to a 1 1/2" pipe; thence South 1° 04' 41" West through a 1 1/2" pipe on the right-of-way of Paoli Road, 90.93 feet to the South line of said Section 3; thence North 89° 18' 22" West along said South line 1340.67 feet to the point of beginning.

Parcel Nos:

040-0508-032-8505-0

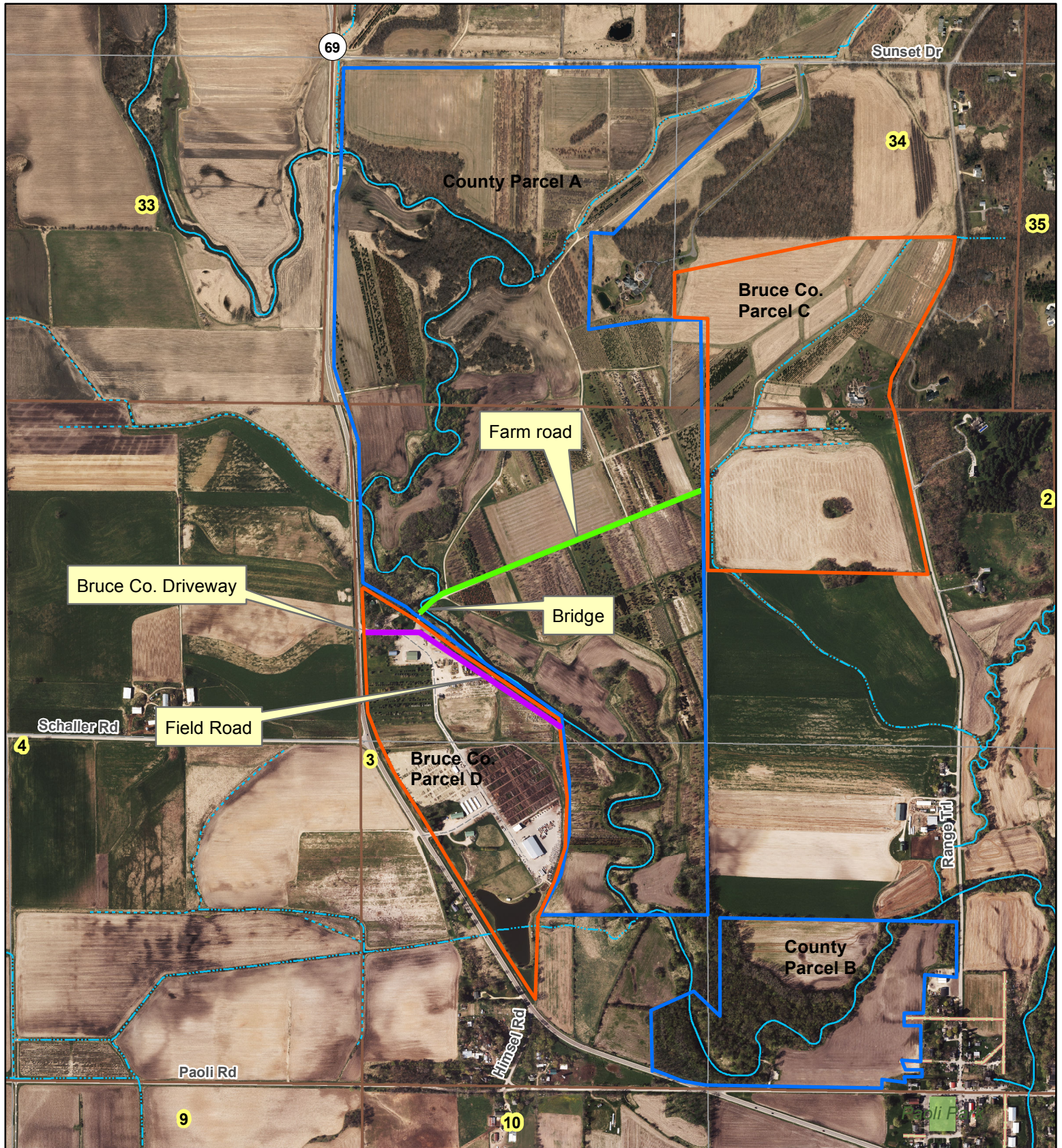
040-0508-032-8506-0

040-0508-034-9005-0

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# Exhibit B Reciprocal Access Easement Map



- County Parcels
- Bruce Co. parcels
- Bruce Co. to County, Description A
- County to Bruce Co., Description B

0    500    1,000    1,500  
 Feet

