

SIGN EASEMENT

THIS SIGN EASEMENT (the “Easement”) is agreed to by and between Inspire Holdings, LLC (“Inspire”), the County of Dane (the “County”), and the Town of Westport (the “Town”). Inspire, the County, and the Town may be collectively referred to herein as the “Parties.”

RECITALS:

WHEREAS, Inspire owns the real property located at 5821 Oncken Road, Waunakee, Wisconsin, which is described as follows:

The Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Town 8 North, Range 9 East, in the Town of Westport, Dane County, Wisconsin.

(the “Property”); and

WHEREAS, the County holds a permanent limited easement over the Property for the construction and maintenance of a bicycle and pedestrian trail, which is memorialized in Dane County Register of Deeds Document No. 5440612 and which is described as:

The easterly 200 feet of the Southern 743 feet outside of the current and future County Highway M Right-of-Way of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Town 8 North, Range 9 East, in the Town of Westport, Dane County, Wisconsin.

(the “Trail Easement”); and

WHEREAS, the Town desires to install a historical marker on the Property, within the Trail Easement; and

WHEREAS, Inspire and the County wish to grant the Town an easement to install a historical marker on the Property, within the Trail Easement; and

Drafted by and Return to:
Christopher T. Nelson
2 E. Mifflin St., Suite 200
Madison, WI 53703

066/0809-294-9500-9

Parcel Identification Number

NOW, THEREFORE, the Parties agree as follows:

1. Easement. Inspire and the County grant an easement to the Town for the purposes of installing and maintaining a historical marker on the Property (the “Sign”), within the Trail Easement, in an area described as follows:

Located in the Southeast ¼ of the Southeast ¼ of Section 29, T8N, R9E, in the Town of Westport, Dane County, Wisconsin being more particularly described as follows:

Commencing at the Southeast corner of said Section 29; thence N 89°42'47" W, 283.80 feet to the previously mapped approximate trail route; thence N 17°39'06" E along said trail route, 390.44 feet; thence N 56°39'21" W, 12.91 feet to the point of beginning. Thence continue N 56°39'21" W, 10.00 feet; thence N 33°20'39" E, 20.00 feet; thence S 56°39'21" E, 10.00 feet; thence S 33°20'39" W, 20.00 feet to the point of beginning. This described easement area contains 200 sq. ft.

(the “Easement Area”).

2. Maintenance and Access. The Town is responsible for maintaining the Easement Area and the Sign at its own cost. Inspire and the County grant the Town and its employees, agents, and contractors the right to enter the Property and the Trail Easement for the purposes installing the Sign and maintaining the Sign and Easement Area.

3. No Violation of Trail Easement. Inspire agrees that the Town’s installation of the Sign and the County’s authorization of the installation of the Sign does not violate any provision of the Trail Easement, including but not limited to Section 2(d) thereof.

4. Restoration of Lands. The Town shall restore any lands disturbed by vehicles or equipment associated with the initial installation of the Sign and also after subsequent maintenance or repair of the Sign.

5. Other Alterations, Improvements, or Additions. Apart from the Sign, the Town agrees not to make or permit any further alterations or improvements in or to the Easement Area, without prior written authorization from the remaining Parties. The Town shall be responsible for the cost of any alterations or modifications permitted under this Paragraph.

6. Damage, Theft, or Loss. The Town shall have sole responsibility for damage, theft or loss of any Town property that occurs pursuant to the Town’s occupation of the Easement Area.

7. Acts and Omissions. Each party shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Easement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of any of the Parties to waive, limit or otherwise modify the protections and

limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this Easement.

8. Compliance. The Parties shall comply with all applicable laws with respect to this Easement, including, but not limited to, any laws, standards, regulations, or permit requirements relating to environmental pollution or contamination or to occupational health and safety.

9. Amendment. This Easement may not be amended, modified, terminated, or released without the written consent of all Parties, or their respective successors and assigns.

10. Binding Effect. The rights and easement granted herein shall be deemed to be covenants running with the land and shall inure to the benefit of the Town, its successors and assigns, and shall be binding upon Inspire and the County, their successors and assigns.

11. Severability. If any term or provision of this Easement is held to be invalid or unenforceable by a court of competent jurisdiction, then such holding shall not affect any of the remaining terms and provisions of this Easement and the same shall continue to be effective to the fullest extent permitted by law.

12. Public Record. This Easement will be recorded by the Town at the office of the Dane County Register of Deeds.

13. Applicable law. The Easement shall be construed in accordance with the law of the state of Wisconsin.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date of signature below.

[SIGNATURE PAGES FOLLOW]

INSPIRE HOLDINGS, LLC

By: 

Its: President/Owner

STATE OF Wisconsin)
) ss.
Dane COUNTY)

Personally came before me this 11 day of December, 2025, the above-named
X Bob Davis, to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.




Notary Public, State of Wisconsin

My Commission Expires: 8/23/28

THE COUNTY OF DANE

By: _____

Its: _____

Attest:

By: _____

Its: _____

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

Personally came before me this _____ day of _____, 2025, the above-named _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My commission expires:

TOWN OF WESTPORT

John A. Cuccia
John Cuccia, Town Board Chair

Attest:

Dean A. Grosskopf
Dean Grosskopf, Town Administrator

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

Personally came before me this 10 day of December, 2025, the above-named John Cuccia and Dean Grosskopf, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Jessica J Duffrin
Notary Public, State of Wisconsin

My commission expires:

4/18/26

