

EASEMENT AGREEMENT

This Easement Agreement is between Richland County, a Wisconsin municipal corporation, as Grantor, and The Richland Hospital, Inc., a Wisconsin corporation, as Grantee.

BACKGROUND

A. On April 27, 1995, the Wisconsin Department of Transportation conveyed to Richland County a 100-foot-wide strip of land in the South Half (S ½) of the Southwest Quarter (SW ¼) of Section 26, Township 10 North, Range 1 East, Town of Richland, Richland County, Wisconsin. The property was conveyed to Richland County “for the purpose of preserving the opportunity for future rail service and interim recreational use of the property”. The Department’s Quit Claim Deed was recorded with the Richland County Registry on April 28, 1995, as Document Number 216464.

B. Richland Hospital owns about 33 acres in Section 26 in the Town of Richland, Richland County, Wisconsin, that abuts both sides of Richland County’s 100-foot strip of land. Richland Hospital’s property is described on the attached Exhibit A as Parcels A and B.

C. Richland County’s strip of land separates Richland Hospital’s Parcels A and B, leaving Parcel B without a written access easement to either Parcel A or U.S. Highway 14.

D. Richland County is willing to provide a written access easement across its strip of land to connect Parcel B with Parcel A and U.S. Highway 14. The parties desire to record the easement with the Richland County Registry.

AGREEMENT

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

1. **Grant.** Richland County grants a non-exclusive easement of ingress and egress to Richland Hospital and its successors as the owners of Parcels A and B over and across its 100-foot-wide strip of land. The easement shall run from Parcel B to Parcel A and U.S. Highway 14 but shall be subject to the conditions set forth in the Quit Claim Deed from the Wisconsin Department of Transportation to Richland County.

2. **Permitted Users.** This easement may be used by Richland Hospital and its tenants, employees, customers, and invitees in common with Richland County and its employees and invitees.

3. **Equal Rights of Use.** The parties shall have equal rights of ingress and egress over the easement area and shall take no action to prevent the other party’s enjoyment of such rights.

4. **Responsibility for Repairs.** In the event that the property subject to this Agreement is damaged the party responsible for the cause of the damage shall be responsible for the repairs. Richland Hospital shall be responsible if the damage is caused by it, or any of its agents, employees, tenants, customers or invitees.

5. **Timeline for Repairs.** Repairs shall be effected within 72 hours of the responsible party becoming aware of the damage to the property. If Richland Hospital cannot make the repairs within 72 hours, they are to contact the Richland County Parks Commission, which will make the repairs at the Richland Hospital's expense.

6. **Snowmobile Trail Use.** During the snowmobile season, typically December 15th through March 31st, the property must remain open and in fully useable condition. Disruption to the trail grooming is to be considered damage and is to be repaired per the process above.

7. **Covenants Run with the Land.** All the terms and conditions in this Agreement shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Richland County and Richland Hospital and their respective successors and assigns.

8. **Non-use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent Richland Hospital from later use of the easement rights to the fullest extent authorized in this Agreement.

9. **Governing Law.** This Agreement shall be construed and enforced under the internal laws of the State of Wisconsin.

10. **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 recorded in the office of the Register of Deeds of Richland County, Wisconsin.

Dated: _____, 2021.

RICHLAND COUNTY:

By: _____

RICHLAND HOSPITAL, INC.:

By: _____

ACKNOWLEDGMENT

State of Wisconsin
County of Richland

This instrument was acknowledged before me on __, 2021 by _____,
on behalf of Richland County.

Notary Public, State of Wisconsin
My commission expires: _____

ACKNOWLEDGMENT

State of Wisconsin
County of Richland

This instrument was acknowledged before me on __, 2021 _____,
on behalf of Richland Hospital, Inc.

Notary Public, State of Wisconsin
My commission expires: _____

EXHIBIT A
(Legal description of Richland Hospital
Property)

Parcel A:

Part of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) and part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-six (26), Township Ten (10) North, Range One (1) East, Town of Richland and City of Richland Center, Richland County, Wisconsin, being more particularly described as follows:

BEGINNING at the South Quarter (S $\frac{1}{4}$) Corner of said Section 26;
Thence South 88 degrees 39 minutes 58 seconds 741.05 feet along the South line of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 26;
Thence North 37 degrees 49 minutes 16 seconds West, 812 feet, more or less, along the northerly line of the Pine River Recreation Trail (formerly a railroad right of way);
Thence Northerly, 630 feet, more or less, along the centerline of an unnamed spring creek;
Thence South 56 degrees 20 minutes 06 seconds East, 269 feet, more or less, along the Southwesterly line of Lot 1 of Certified Survey Map 760, as recorded in the office of the Richland County Register of Deeds in Volume 7 of Certified Survey Maps, on page 88;
Thence North 34 degrees 05 minutes 36 seconds East, 429.61 feet along the southeasterly line of said Lot 1;
Thence South 51 degrees 11 minutes 54 seconds East, 109.61 feet along southerly right of way of United States Highway 14;
Thence continuing along said southerly right of way line, South 62 degrees 52 minutes 55 seconds East, 446.94 feet;
Thence continuing along said southerly right of way line, South 47 degrees 19 minutes 35 seconds East, 144.32 feet;
Thence continuing along said southerly right of way line, 116.62 feet along the arc of a curve concave to the Southwest, having a radius of 1,051,639.00 feet and a chord which bears South 50 degrees 33 minutes 32 seconds East, 116.62 feet;
Thence South 00 degrees 32 minutes 10 seconds West, 904.79 feet along the East line of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 26 to the point of beginning.

Parcel B:

Part of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 26, Township Ten (10) North, Range One (1) East, Town of Richland, Richland County, Wisconsin, being more particularly described as follows:

Commencing at the South Quarter (S $\frac{1}{4}$) Corner of said Section 26;

Thence South 88 degrees 39 minutes 58 seconds West, 1347.31 feet along the South line of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 26 to the point of beginning;

Thence North 00 degrees 18 minutes 08 seconds East, 627.55 feet along the West line of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 26;
Thence South 37 degrees 49 minutes 18 seconds East, 780.23 feet along the southerly line of the Pine River Recreation Trail (formerly a railroad right of way);

Thence South 88 degrees 39 minutes 58 seconds West, 481.87 feet along the South line of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 26 to the point of beginning.