

## DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement ("Agreement") is made this 29 day of September 2021, by and between the Richland County and Sauk County tenants in common under the name of Tri County Regional Airport ( hereinafter referred to as the "Grantor") and Hartung Farms I, LLC, a Wisconsin Limited Liability Company, (hereinafter referred to as the "Grantee").

### RECITALS

A. Grantor owns a parcel of real estate situated in the Town of Spring Green, Sauk County, Wisconsin, Parcel ID 032-1219-00000 described in detail on attached Exhibit A.

B. Grantee wishes an easement over, under and across a portion of said Parcel more particularly described on Exhibit B attached hereto (the "Easement Area"). The location of the Easement Area is shown, and the easement granted herewith is referenced, on the maps attached hereto as Exhibit C.

C. Grantor wishes to grant such easement to Grantee in the manner and form following.

THEREFORE, for valuable consideration, the parties hereto agree as follows:

1. Access for Drainage Proposes. Grantor hereby grants, conveys, transfers and assigns unto Grantee a permanent exclusive easement over, under and across the Easement Area for the following purposes: (i) to construct, maintain, inspect, operate, repair, move, remove, replace and reconstruct a storm water discharge main and related facilities and appurtenances; (ii) to cut, trim or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and (iii) for ingress and egress to exercise the rights and privileges granted herein. Grantee shall have the right to come upon the Easement Area at any time and for all purposes relating to the exercise of its rights hereunder.

2. Property Restoration. Following any construction-related activity by Grantee in the Easement Area, Grantee shall restore, as best as practicable, such Easement Area to the condition it was in before such construction and activities.

3. Repairs. Grantee shall be responsible for any erosion or damage to the Tri County Regional Airport Drainage System caused by water discharged into the said system by the Grantee. The Tri County Regional Airport Manager will provide periodic inspections of the system and report any issues to the Grantee as soon as noted. If not repaired within 30 days of notice given, the Tri County Airport will make repairs and charge the Grantee for such work. Failure to pay for repairs will be immediate loss of easement rights to the Grantee.

### Return to:

Tri County Regional Airport  
Attn: Mark Higgs, Manager  
E2525 Co Hwy JJ  
Spring Green, WI 53588

4. Consistent Uses by Grantor Allowed. This easement is exclusive to the Grantee. Grantor reserves the right for itself and its employees, to use the Easement Area for inspection and maintenance purposes which shall not impair Grantee's right hereunder.

5. Miscellaneous.

(a) The easement granted herein shall run with the land described herein, is binding upon the heirs, successors and assigns of Grantor, and shall benefit Grantee, its successors and assigns.

(b) The Agreement shall be construed in accordance with the laws of the State of Wisconsin.

(c) This Agreement may not be amended, modified, terminated, or released without the written consent of both Grantor and Grantee, or their respective successors-in-interest.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above-written.

HARTUNG FARMS I, LLC

By: HARTUNG BROTHERS, INC Its member

\* By Daniel J Hartung

Its: Managing Member President

STATE OF WISCONSIN )

)

ss.

COUNTY OF ~~Sauk~~ Dane )

Subscribed and sworn to before me this 29<sup>th</sup> day of September, 2021, the above-named Daniel J. Hartung, to me known to be the person who executed the foregoing instrument on behalf of the Hartung Farms I, LLC and acknowledged the same.

Daniel Layton  
\* Daniel Layton

Notary Public, State of Wisconsin

My commission expires: 10/2/2024

SAUK COUNTY

By: \_\_\_\_\_

\* \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WISCONSIN    )  
                                      )  
COUNTY OF SAUK        )       ss.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
the above-named \_\_\_\_\_, to me known to be the person who executed the  
foregoing instrument on behalf of Sauk County and acknowledged the same.

\_\_\_\_\_  
\* \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

RICHLAND COUNTY

By: \_\_\_\_\_

\* \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WISCONSIN    )  
                                      )  
COUNTY OF RICHLAND    )       ss.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
the above-named \_\_\_\_\_, to me known to be the person who executed the  
foregoing instrument on behalf of Richland County and acknowledged the same.

\_\_\_\_\_  
\* \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

**Exhibit A**  
**Parcel ID 032-1219-00000 Legal Description**

Lot 1, Certified Survey Map No. 5931

Parcel is located in the SW  $\frac{1}{4}$ , NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ , and the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ , Section 31 and the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , Section 32, all in T9N, R3E, Town of Spring Green, Sauk County Wisconsin.

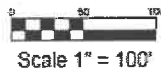
**Exhibit B**  
**Drainage Easement Area Legal**  
**Description**

Part of the NE1/4 of the SW1/4, Section 32, T9N, R3E, Town of Spring Green, Sauk County, Wisconsin

Commencing at the S  $\frac{1}{4}$  Corner of Section 32, T9N, R3E, Town of Spring Green, Sauk County Wisconsin, thence N 00°54'45"E, 1,759.10' along the east line of the SW1/4 of said section 32 to the SE Corner of Lot 1, CSM 5931, thence S89°46'56" W, 33.11' to the point of beginning, said point also being located on the west right of way line of Peck Road, thence N 00°55'51"E, along the west right of way line of Peck Road 200.00', thence S 89°46'56" W, 200.00', thence S 00°55'51" W 200.00' to a point on the southerly Line of Lot 1 of CSM No. 5931, thence N 89°46'56" E, 200.00' along the south line of Lot 1 of CSM 5931 to the point of beginning.

Said parcel contains 40,000 square feet or 0.92 acres.

HILTON



TOWN OF SPRING GREEN

NE 1/4 SW 1/4  
SEC. 32, T9N, R3E

LOT 1 CSM 5931  
V. 34 P. 5931A  
DOC. 1211739

PECK ROAD

(25)  $\lambda \in \mathbb{R}$  is a scalar and  $\mathbf{v} \in \mathbb{R}^n$  is a vector.

MERCER ROAD

**JEWELL**  
ASSOCIATES ENGINEERS, INC.  
Engineers - Surveyors - Architects

380 Sunrise Drive  
Spring Green, WI 53588  
phone: 608-526-7484  
fax: 608-526-9399

[illegible]

**Hartung Farms I, LLC  
Drainage Access Easement  
Town of Spring Green, WI**

Date: **9/16/2021**

1998	1999
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Drawing Name:  
**Drainage  
Access  
Easement**

1

**T56020**

RUE A E. DIST. Tl - Th - T - 40-E ETT-E MA-TI- Th - T-H-R 40-E A.E. Ex.DET

LIT 10-11-68  
LST 9-17-68