

**PERMANENT STORMWATER
DRAINAGE EASEMENT AGREEMENT**

This Permanent Stormwater Drainage Easement Agreement (the "Agreement") is made and entered this 26th day of January 2004, 2003, by and between Brian Pechan (the "Grantor"), and the Town of Dunn, a Wisconsin municipal corporation (the "Grantee").

RECITALS

- A. The Grantor is the fee holder of the property described in the legal description attached hereto and incorporated herein as Exhibit A (the "Property").
- B. The Grantor desires to grant an easement over, under, and across certain portions of the Property to Grantee.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

Town of Dunn Town Clerk
4156 CTH B
McFarland, WI 53558

P.I.N.

028/0610-062-2893-0

AGREEMENT

NOW, THEREFORE, for five hundred dollars (\$500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee agree as follows:

- 1. **Permanent Stormwater Drainage Easement.** Grantor hereby grants, conveys, transfers and assigns to Grantee, a permanent right-of-way and easement over, under and across part of the Property described in Exhibit B attached hereto and incorporated herein and shown on Exhibit C attached hereto and incorporated herein (the "Easement Area") for the following purposes: (1) to survey, design, construct, install, operate, maintain, repair, reconstruct and replace a stormwater drainage system, including the necessary drainage ditches, berms, and underground and above ground associated facilities, accessories and appurtenances (the "Facilities"); and (2) for ingress and egress purposes in order to exercise the rights and privileges granted herein over the Easement Area and to access the drainage system that is located on adjacent property.

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. Grantor shall have the right to exercise any rights with respect to the Easement Area that are not inconsistent with the terms of this Agreement.

2. ***Binding Effect and Assignability.*** This Agreement shall run with the lands described herein, is binding upon the heirs, successors and assigns of the Grantor, and shall benefit the Grantee, its successors and assigns. Grantee shall have the right to assign the Easement granted hereunder, without the consent of the Grantor.
3. ***Restrictions on Grantor.*** Grantor shall not erect or install upon the Easement Area, any building, fence or structure of any kind, or any other objects, permanent or temporary. Grantor shall not plant any trees or shrubs within or overhanging the Easement Area or change the grade of the surface of the Easement Area. Grantor shall not perform any act which would disturb or interfere with the operation or maintenance of or endanger the Facilities or the use thereof.
4. ***Obligations of Grantee.*** At the time of the initial installation of the Facilities, the Grantee agrees to: (1) remove a large, partially dead cottonwood tree from the west side of the Easement Area; (2) remove or properly and safely burn all debris and wood pellets from the Easement Area; (3) place the spoils from construction of the storm water drainage ditch in the low area on the southern portion of Lot 33 of First Addition to Meadow View, Town of Dunn, Dane County, Wisconsin; and (4) do rough excavation to level the Easement Area.
5. ***Ownership Warranty.*** Grantor represents and warrants to be the sole owner of the Easement Area and that he has the power and authority to grant this Easement.
6. ***Governing Law.*** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
7. ***Entire Agreement.*** This Agreement sets forth the entire understanding of the parties and may not be amended except by a written document executed and acknowledged by the parties to this Agreement or their heirs, successors and assigns, and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.
8. ***Right to Appeal.*** Grantor may, within six (6) months of the date of recording of this Easement, appeal from the amount of compensation stated in the Agreement in the manner set forth in Wis. Stat. 32.05(9) to (12), and Chs. 808 and 809, Wisconsin

Statutes, for appeals from an award under Wis. Stat. 32.05(7). For purposes of any such appeal, the amount of compensation stated in this Agreement shall be treated as the award, and the date the Agreement is recorded shall be treated as the date of taking and the date of evaluation. Grantor has received, reviewed, and executed the Certificate of Compensation attached hereto and incorporated herein as Exhibit D, and the Waiver of Right to Obtain Appraisal attached hereto and incorporated herein as Exhibit F.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

GRANTOR:

BRIAN PECHAN

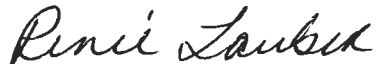


Brian Pechan

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this 26th day of January 2004, 2003, the above-named Brian Pechan, known to me to be the person who executed the foregoing instrument, and acknowledged the same.




Notary Public, State of Wisconsin

My Commission expires April 22, 2007

GRANTEE:

TOWN OF DUNN

By: 
Edmond P. Minihan, Chairperson


ATTEST:


Rosalind Gausman, Clerk/Treasurer

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this 26th day of January 2004, 2003, the above-named Edmond P. Minihan, Chairperson of the Town of Dunn, and Rosalind Gausman, Clerk/Treasurer of the Town of Dunn, known to me to be the persons who executed the foregoing instrument, and acknowledged that they executed the same as officers by the Town's authority.


Notary Public, State of Wisconsin
My Commission expires 10-14-07

Attachments:

- Exhibit A - Legal Description of Property
- Exhibit B - Legal Description of Easement Area
- Exhibit C - Map of Easement Area
- Exhibit D - Certificate of Compensation
- ~~Exhibit E - Consent of Lienholder~~
- Exhibit F - Waiver of Appraisal

This document drafted by:
Christopher B. Hughes
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, Wisconsin 53701-1784
608.259.2616

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

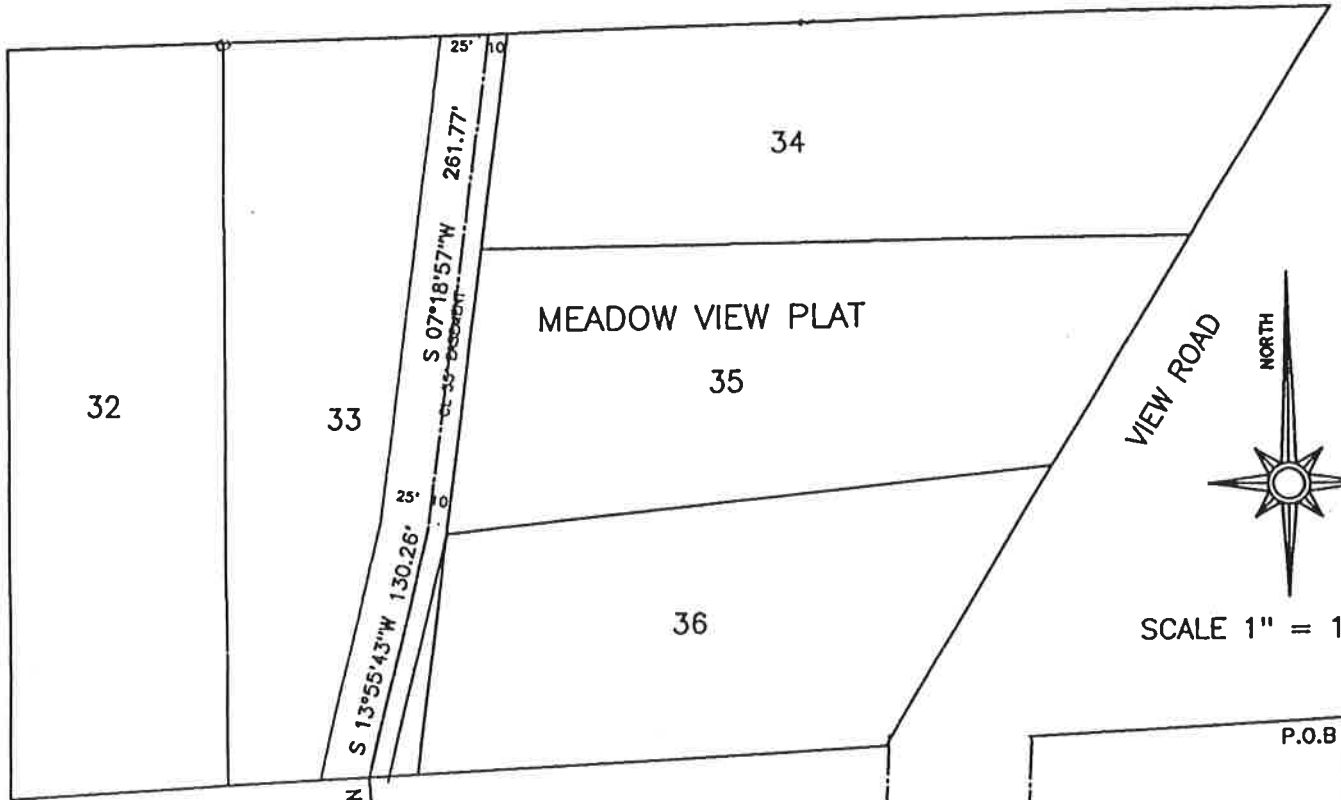
Lot Thirty-Three (33) of the First Addition to Meadow View, Town of Dunn, Dane County, Wisconsin, recorded with the Dane County Register of Deeds on December 21, 1955 in Volume 18 of Plats, page(s) 31+32, as Document No. 909945.

EXHIBIT B

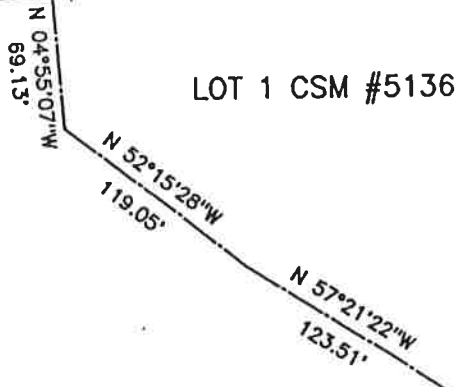
LEGAL DESCRIPTION OF EASEMENT AREA

Part of the NW 1/4 of the NW 1/4 of Section 6, T06N, R10E, Town of Dunn, Dane County, Wisconsin, more fully described as follows: 25 feet west and 10 feet east of the following described line: commencing at the NE corner of Lot 33 First Addition to Meadow View, Town of Dunn, Dane County, Wisconsin and the point of beginning of this description; thence S 88°33'00" W, 10.12 feet along the North line of said Lot 33 to the point of beginning; thence S 07°18'57" W, 261.77 feet parallel to the East line of said Lot 33; thence S 13°55'45" W, 130.28 feet.

Said easement includes that portion of the lands of the owner lying within the described boundaries. The side lines to be prolonged or shortened to terminate at the owner's property lines.



SCALE 1" = 100 F



LEGAL DESCRIPTION

A 35 foot permanent easement for the conveyance and maintenance of stormwater. Said easement being 25 foot west and 10 foot east of the following described line.

beginning at the Northeast corner of Lot 33 First Addition to Meadow View, Town of Dunn, Dane County, Wisconsin.

THENCE South 88 degrees 33 minutes 00 seconds West for a distance of 10.12 feet along the North line of said Lot 33 to the point of beginning of said line

THENCE South 07 degrees 18 minutes 57 seconds West for a distance of 261.77 feet being parallel to the East line of said Lot 33

THENCE South 13 degrees 55 minutes 43 seconds West for a distance of 130.26 feet and said line there terminates. Said easement includes that portion of the lands of the owner lying within the described boundaries. The side lines to be prolonged or shortened to terminate at the owner's property lines.

M.M.S.D SEWER EASEMENT
VOL.311 PG 293 & VOL.309 PG538

Please ignore the printed text material on this map. Only the spatial relationships of the illustrations on the map are presented for information.

P.O.B

S 02°55'43"W 231.78'

EXHIBIT D

CERTIFICATE OF COMPENSATION

To: Brian Pechan
4707 Nora Lane
Madison, WI 53711

Re: Lot Thirty-Three (33) of the First Addition to Meadow View located in the Town of Dunn, Dane County, Wisconsin, recorded with the Dane County Register of Deeds on December 21, 1955 in Volume 18 of Plats, page(s) 31+32, as Document No. 909945.

PLEASE TAKE NOTICE that the above-named person(s) had an interest in the above-described real estate immediately prior to the conveyance of the following-described easement in said real estate to the Town of Dunn, Dane County, Wisconsin, a municipal corporation (the "Town"):

Part of the NW 1/4 of the NW 1/4 of Section 6, T06N, R10E, Town of Dunn, Dane County, Wisconsin, more fully described as follows: 25 feet west and 10 feet east of the following described line: commencing at the NE corner of Lot 33 First Addition to Meadow View, Town of Dunn, Dane County, Wisconsin and the point of beginning of this description; thence S 88°33'00" W, 10.12 feet along the North line of said Lot 33 to the point of beginning; thence S 07°18'57" W, 261.77 feet parallel to the East line of said Lot 33; thence S 13°55'45" W, 130.28 feet.


Said easement includes that portion of the lands of the owner lying within the described boundaries. The side lines to be prolonged or shortened to terminate at the owner's property lines.

The Town has acquired an easement interest in the above-described real estate and has paid compensation to the above-named person(s) in the total amount of five hundred dollars (\$500.00).

The above-named person may, within six (6) months of the date of recording of the Agreement to which this document is attached, appeal from the amount of compensation stated in the easement in the manner set forth in Wis. Stat. 32.05(9) to (12), and Chs. 808 and 809, Wisconsin Statutes, for appeals from an award under Wis. Stat. 32.05(7). For purposes of any such appeal, the amount of compensation stated in the Agreement shall be treated as the award and the date the Agreement is recorded shall be treated as the date of taking and the date of evaluation.

Dated this 26th day of January, 2003.

TOWN OF DUNN

By: 
Edmond P. Minihan, Chairperson

ATTEST:


Rosalind Gausman, Clerk/Treasurer

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this 27th day of January, 2003⁴, the above-named Edmond P. Minihan, Chairperson of the Town of Dunn, and Rosalind Gausman, Clerk/Treasurer of the Town of Dunn, known to me to be the persons who executed the foregoing instrument, and acknowledged that they executed the same as officers by the Town's authority.



Notary Public, State of Wisconsin
My Commission expires 10-14-07

EXHIBIT F

WAIVER OF RIGHT TO OBTAIN APPRAISAL

Grantor hereby waives his right under Wis. Stat. 32.05(2) to an appraisal, by a qualified appraiser, of the property described below, located in the Town of Dunn, Dane County, Wisconsin. The property is proposed to be acquired by the Town of Dunn at the Town of Dunn's expense:

Part of the NW 1/4 of the NW 1/4 of Section 6, T06N, R10E, Town of Dunn, Dane County, Wisconsin, more fully described as follows: 25 feet west and 10 feet east of the following described line: commencing at the NE corner of Lot 33 First Addition to Meadow View, Town of Dunn, Dane County, Wisconsin and the point of beginning of this description; thence S 88°33'00" W, 10.12 feet along the North line of said Lot 33 to the point of beginning; thence S 07°18'57" W, 261.77 feet parallel to the East line of said Lot 33; thence S 13°55'45" W, 130.28 feet.

Said easement includes that portion of the lands of the owner lying within the described boundaries. The side lines to be prolonged or shortened to terminate at the owner's property lines.

GRANTOR:

1/26/2004
Date

Brian Pechan
Brian Pechan

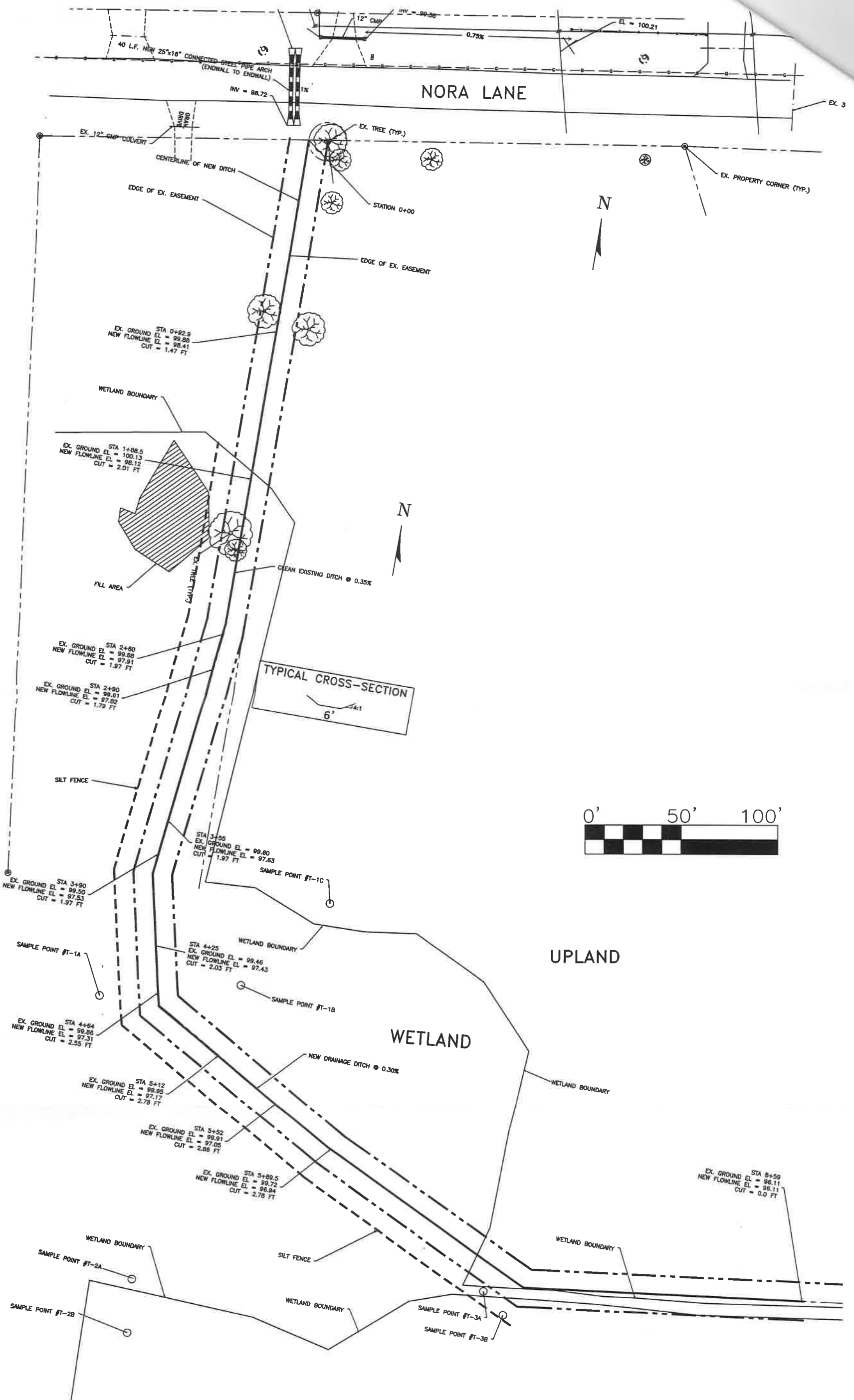
STATE OF WISCONSIN

COUNTY OF DANE

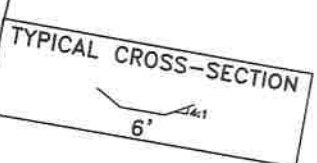
Personally came before me this 26th day of Jan 2004, ^{KL}~~2003~~, the above-named Brian Pechan, known to me to be the person who executed the foregoing instrument, and acknowledged the same.

Renee Lauber
Notary Public, State of Wisconsin

My Commission expires April 22, 2007



NORA LANE



UPLAND

WETLAND

40 LF. NEW 25"x16" CONNECTED STEEL PIPE ARCH (ENDWALL TO ENDWALL)
 INV = 98.72
 12" CURB
 0.75%
 EL = 100.21
 EX. TREE (TYP.)
 STATION 0+00
 EDGE OF EX. EASEMENT
 CENTERLINE OF NEW DITCH
 EX. 12" CMP CULVERT
 EX. PROPERTY CORNER (TYP.)
 STA 0+92.9
 EX. GROUND EL = 99.88
 NEW FLOWLINE EL = 98.41
 CUT = 1.47 FT
 WETLAND BOUNDARY
 STA 1+98.5
 EX. GROUND EL = 100.13
 NEW FLOWLINE EL = 98.12
 CUT = 2.01 FT
 FILL AREA
 CLEAN EXISTING DITCH @ 0.35%
 STA 2+60
 EX. GROUND EL = 99.88
 NEW FLOWLINE EL = 97.91
 CUT = 1.97 FT
 STA 2+90
 EX. GROUND EL = 99.81
 NEW FLOWLINE EL = 97.82
 CUT = 1.99 FT
 SILT FENCE
 STA 3+55
 EX. GROUND EL = 99.80
 NEW FLOWLINE EL = 97.83
 CUT = 1.97 FT
 SAMPLE POINT #T-1C
 STA 3+90
 EX. GROUND EL = 99.50
 NEW FLOWLINE EL = 97.53
 CUT = 1.97 FT
 SAMPLE POINT #T-1A
 STA 4+25
 EX. GROUND EL = 99.46
 NEW FLOWLINE EL = 97.43
 CUT = 2.03 FT
 SAMPLE POINT #T-1B
 STA 4+64
 EX. GROUND EL = 99.80
 NEW FLOWLINE EL = 97.31
 CUT = 2.55 FT
 NEW DRAINAGE DITCH @ 0.30%
 STA 5+12
 EX. GROUND EL = 99.95
 NEW FLOWLINE EL = 97.17
 CUT = 2.78 FT
 STA 5+52
 EX. GROUND EL = 99.91
 NEW FLOWLINE EL = 97.05
 CUT = 2.86 FT
 STA 5+89.5
 EX. GROUND EL = 99.72
 NEW FLOWLINE EL = 96.94
 CUT = 2.78 FT
 WETLAND BOUNDARY
 SILT FENCE
 WETLAND BOUNDARY
 STA 8+59
 EX. GROUND EL = 96.11
 NEW FLOWLINE EL = 96.11
 CUT = 0.0 FT
 WETLAND BOUNDARY
 SAMPLE POINT #T-2A
 WETLAND BOUNDARY
 SAMPLE POINT #T-2B
 WETLAND BOUNDARY
 SAMPLE POINT #T-3A
 SAMPLE POINT #T-3B