SANITARY SEWER EASEMENT

The undersigned, DeForest Area School District, a Wisconsin statutory school district ("Grantor"), in consideration of good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, does hereby grant, convey and warrant unto the Village of Windsor, a Wisconsin municipal corporation ("Grantee"), the following easements over, upon, and beneath the below described real property located in the Village of Windsor, Dane County, Wisconsin (the "Property").

Property: Lots 4, Certified Survey Map 15330, recorded in the Dane County Register of Deeds as Document # 5557770. See Exhibit C

Easement Area: See Exhibit A attached hereto and incorporated herein.

RETURN TO:
Village of Windsor
ATTN: Village Clerk
4430 Windsor Road
Windsor, WI 53598

DRAFTED BY:
William S. Cole, Village Attorney
Axley Brynelson, LLP
2 E. Mifflin Street, Suite 200
Madison, WI 53703

PARCEL IDENTIFICATION NUMBERS:
196/0910-291-8550-1

1. Grant of Easement. A perpetual, non-exclusive easement and right-of-way over, upon, and beneath the above described easement area (the "Easement Area") to allow for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, supplement and/or removal of any and all facilities relating to the provision of sanitary sewer service; including, without limitation, conduits, mains, laterals, pipes, and other related fixtures, equipment and appurtenances which may from time to time be required, with the right of ingress and egress for the purpose of this grant, over the Easement Area for the benefit of the public. In addition, that portion of Property described in Exhibit B shall be subject to a temporary construction easement in favor of the Grantee for purposes of conducting the above referenced work, which temporary construction easement shall be and remain in effect at all times the sanitary sewer in the Easement Area is being installed, constructed, inspected, repaired, replaced, supplemented or removed, as applicable.

2. Restoration of Surface. Following any construction activities within the Property or the Easement Area by Grantee, the Grantee shall repair the damage caused to the surface of the Property to the condition existing prior to such entry or as close thereto as is reasonably practicable.

3. No Construction of Buildings; Reservation of Rights. Within the Easement Area, Grantor shall not construct, or authorize any third party to construct any structure or place any obstruction, plant trees or shrubs, change the grade more than one (1) foot, or to otherwise interfere with the rights granted in this easement, without first securing the prior written consent of the Grantee. Grantee shall have the right to trim, cut down and remove any or all brush, trees, structures, and obstructions within the Easement Area. Grantor shall have the right to use any portion of the Easement Area, for purposes which will not interfere with the full enjoyment of the easement rights granted hereby.

4. Binding Effect. This instrument shall run with the land and be binding upon Grantor and its successors and assigns. All rights granted herein shall inure to the benefit of the Grantee and its successors and assigns in perpetuity.

5. Enforcement. If any person or entity, or his, her or its heirs, personal representatives, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions contained in this instrument while this instrument is effective, the Grantee and its successors and assigns shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions, and the Grantee shall be awarded reasonable attorney fees and costs if it substantially prevails in such action. Any person violating any of these restrictions shall be liable for all costs of removing any such violation.

6. Non-Use. Non-use or limited use of the easement rights granted herein shall not prevent the benefiting party from later use of the same to the fullest extent authorized herein.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the last date of signature below.

DEFOREST AREA SCHOOL DISTRICT

By:_____ _____
Date

By:_____ _____
Date

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

Personally came before me this _____day of _____, 2026, the above-named individual(s), 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:_____

EXHIBIT A
PERMANENT EASEMENT

CSM 15330: Permanent Easement

Legal Description:

Commencing at the Southeast corner of Lot 4 of CSM 15330; thence Northerly along the East line of said CSM 77.14 feet to the Point of Beginning:

Thence N89°52’14”W, 329.93 feet; thence N72°27’07”W, 298.22 feet; thence S83°18’05”W, 326.79 feet; thence N80°39’48”W, 327.65 feet; thence S89°51’38”W, 545.76 feet, to the West line of CSM 15330; thence N00°52’59”W, 192.48 feet; thence N89°07’01”E, 52.84 feet; thence S06°39’16”E, 144.02 feet; thence N89°52’04”E, 483.23 feet; thence S80°39’48”E, 324.75 feet; thence N83°18’05”E, 330.48 feet; thence S72°27’07”E, 301.31 feet; thence S89°52’07”E, 321.18 feet; thence S01°07’21”E, 50.00 feet to the Point of Beginning.

Permanent Easement Area: 100,011 sq. ft. (2.296 ac.)

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT

CSM 15330: Temporary Construction Easement

Legal Description:

Commencing at the Northwest corner of Lot 4 of CSM 15330; thence Southerly 33.00 feet to the South right-of-way line of Gray Road to the Point of Beginning:

Thence N89°40’18”E, 1853.79 feet; thence S44°14’30”W, 69.80 feet; thence S89°40’19”W, 1754.05 feet; thence S00°52’04”E, 646.37 feet; thence N89°07’01”E, 47.70 feet; thence S06°47’24”E, 144.62 feet; thence N89°52’04”E, 442.76 feet; thence S80°39’48”E, 321.84 feet; thence N83°18’05”E, 334.18 feet; thence S72°27’07”E, 304.40 feet; thence S89°52’00”E, 312.42 feet; thence S00°07’21”E, 50.00 feet; thence N89°52’07”W, 321.18 feet; thence N72°27’07”W, 301.31 feet; thence S83°18’05”W, 330.48 feet; thence N80°39’48”W, 324.75 feet; thence S89°52’04”W, 483.23 feet; thence N06°39’16”W, 144.02 feet; thence S89°07’01”W, 52.84 feet; thence N00°52’04”W, 746.82 feet to the Point of Beginning.

Temporary Construction Easement Area: 221,665 sq. ft. (5.089 ac.)

GRAY ROAD

GRAY ROAD

CRESTWAY DRIVE

GREENWOOD DRIVE

DAWN DRIVE

SUNSET MEADOW DRIVE

PARKLAWN DRIVE

SECOND STREET

CURRY LANE

WINDSOR ROAD

NORTH TOWNE ROAD

STH 51

N

LEGEND

NEW WATERMAIN

NEW SANITARY SEWER

6264 Nesbitt Road
Madison, WI 53719
(608) 273-3350
www.tcengineers.net

TOWN & COUNTRY ENGINEERING, INC.

SANITARY SEWER / WATER MAIN EXTENSION
GRAY / NORTH TOWNE ROAD

2026 UTILITY IMPROVEMENTS
GRAY ROAD, WINDSOR ROAD, AND NORTH TOWNE ROAD
Village of Windsor, Wisconsin

PROJECT NO.:	WIN 66
DRAWING FILE:	WIN 66 SHEETS.DWG
DRAWN BY:	J.T.G.
CHECKED BY:	N.R.B.
DATE:	4-22-26
REVISIONS:	
SCALE:	0 50 100 200
SHEET:	1

MATCH LINE
SHEETS 2 & 3

NORTH TOWNE ROAD

WINDSOR ROAD

N

LEGEND

NEW WATERMAIN

NEW SANITARY SEWER

6264 Nesbitt Road
Madison, WI 53719
(608) 273-3350
www.tcengineers.net

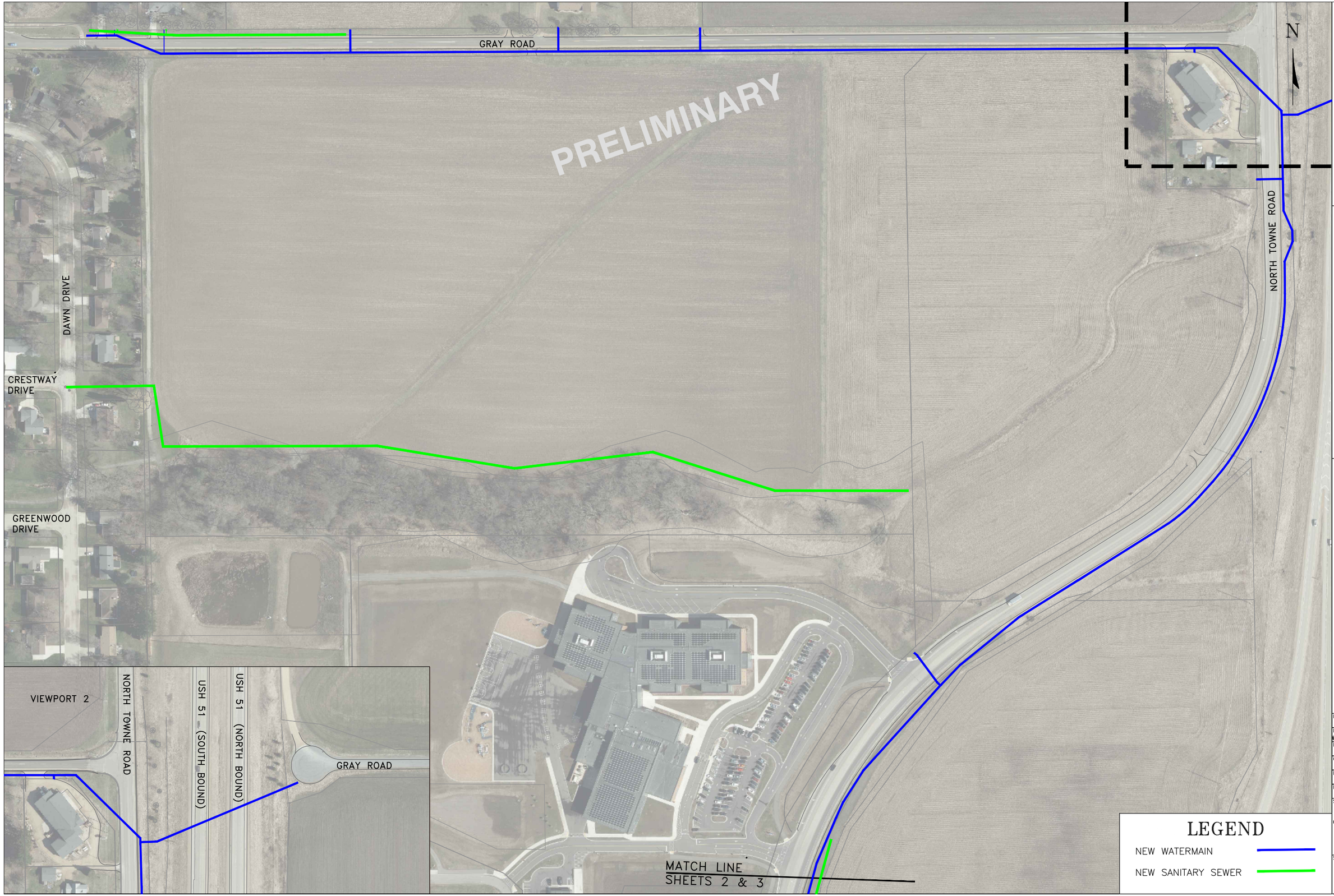
TOWN & COUNTRY ENGINEERING, INC.

SANITARY SEWER / WATER MAIN EXTENSION
GRAY / NORTH TOWNE ROAD

2026 UTILITY IMPROVEMENTS
GRAY ROAD, WINDSOR ROAD, AND NORTH TOWNE ROAD

Village of Windsor, Wisconsin

PROJECT NO.:	WIN 66
DRAWING FILE:	WIN 66 SHEETS.DWG
DRAWN BY:	J.T.G.
CHECKED BY:	N.R.B.
DATE:	4-22-26
REVISIONS:	
SCALE:	0 25 50
SHEET:	2



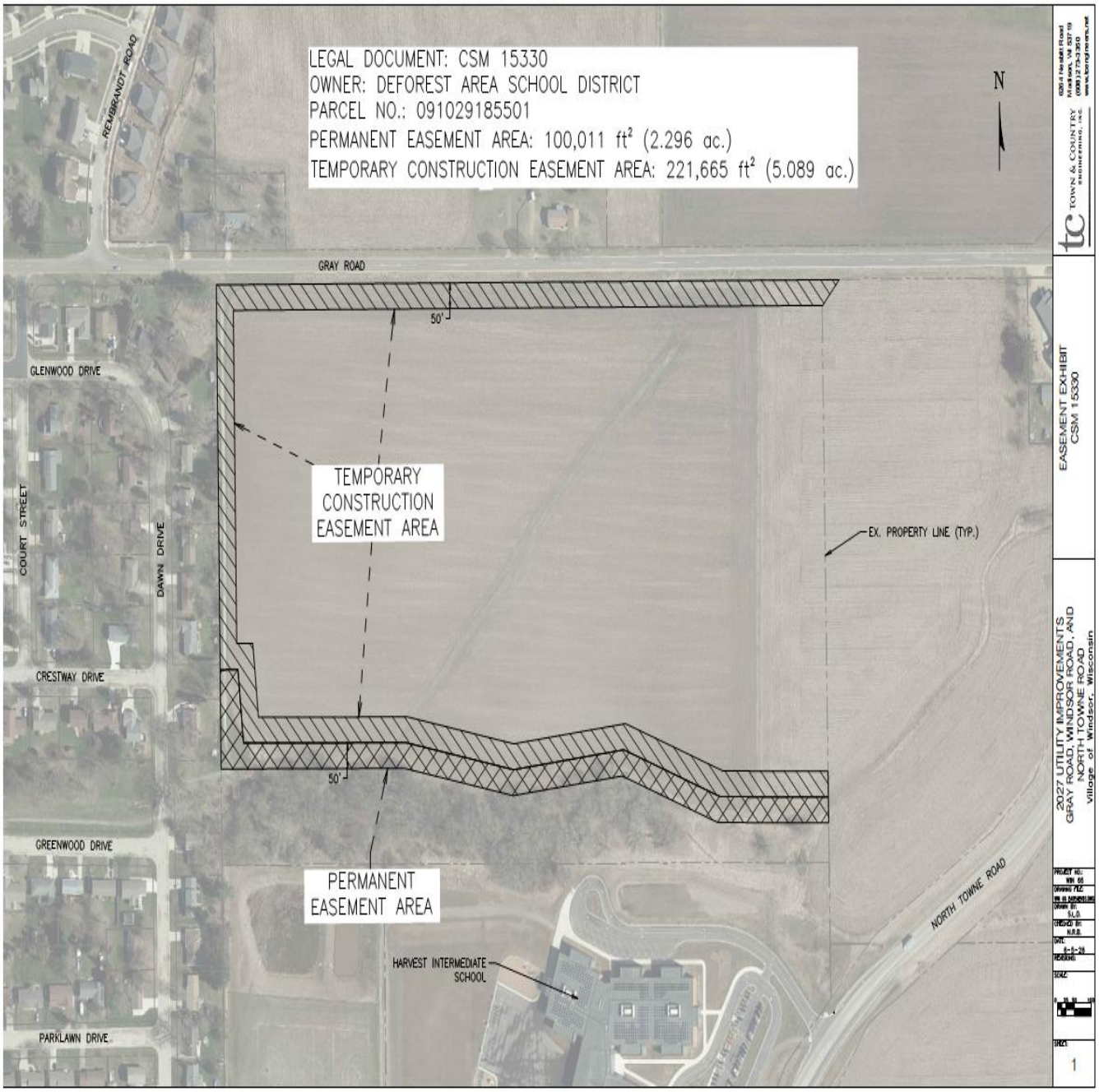
6264 Nesbitt Road
Madison, WI 53719
(608) 273-3350
www.tcengineers.net
TOWN & COUNTRY ENGINEERING, INC.

SANITARY SEWER / WATER MAIN EXTENSION
GRAY / NORTH TOWNE ROAD

2026 UTILITY IMPROVEMENTS
GRAY ROAD, WINDSOR ROAD, AND
NORTH TOWNE ROAD
Village of Windsor, Wisconsin

PROJECT NO.:	WIN 66
DRAWING FILE:	WIN 66 SHEETS.DWG
DRAWN BY:	J.T.G.
CHECKED BY:	N.R.B.
DATE:	4-22-26
REVISIONS:	
SCALE:	0 25 50 100
SHEET:	3

EXHIBIT C
PROPERTY AND EASEMENTS



Viewers are advised to ignore illegible text on this map. It is presented to show spatial relationships only.