

Document No.

**DECLARATION OF PUBLIC SANITARY SEWER  
AND PUBLIC WATER EASEMENT**

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
5426715  
07/19/2018 03:53 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 6

Return to:

Matthew Dregne  
Stafford Rosenbaum LLP  
222 West Washington Ave, Suite 900  
Madison, WI 53701-1784

165/0509-023-0700-1

Parcel Numbers

**DECLARATION OF PUBLIC SANITARY SEWER AND PUBLIC WATER  
EASEMENT**

THIS DECLARATION OF PUBLIC SANITARY SEWER AND PUBLIC WATER EASEMENT (the "Declaration") is executed this 16 day of July, 2018, by TWO-FAMILY HOME OWNERS ASSOCIATION FOR LOTS 105 THROUGH 110, INC. ("Owner") to the VILLAGE OF OREGON, WISCONSIN (the "Village").

**RECITALS:**

A. Owner is the fee holder of certain real property in the Village of Oregon, County of Dane, State of Wisconsin, more particularly described on the attached and incorporated Exhibit A and depicted on the attached and incorporated Exhibit B (the "Easement Property").

6

B. Owner desires to grant to the Village a permanent easement for the provision of public sanitary sewer and public water service (the "Easement") over the Easement Property.

NOW THEREFORE, Owner does hereby declare:

1. Grant of Easement. The Easement Property shall be, and hereby is made subject to, a perpetual easement and right-of-way to allow the Village to construct, reconstruct, maintain, operate, inspect, repair, replace, supplement and/or remove any and all facilities relating to the provision of public sanitary sewer service and public water 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 Property.

2. No Construction of Buildings; Reservation of Rights. Owner shall not be allowed to construct buildings within the Easement Property or to otherwise interfere with the Village's rights granted under this Declaration. Owner reserves the right to use the Easement Property for purposes which will not interfere with the Village's full enjoyment of the easement rights granted hereby.

3. Restoration of Surface. Following any construction or maintenance within the Easement Property, the Village shall repair and restore any damage to any concrete or asphalt surface of the Easement Property, and replace topsoil and plant grass on top of that portion of the surface disturbed by any such construction or maintenance that does not have a concrete or asphalt surface.


4. Successors and Assigns. All the terms, conditions, covenants and other provisions contained in this Declaration, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by Owner and the Village and their respective successors and assigns.

5. Governing Law. This Declaration shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

6. Partial Invalidity. If any term, covenant, or condition of this Declaration or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Declaration, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

7. Notices. Notices to the Village shall be given to the Village at its village hall. Notices to Owner shall be given to Owner at the address to which property tax bills for the tax parcel or parcels that include the Easement Property are to be sent. All notices shall be sent by registered or certified mail, return receipt requested.

TWO-FAMILY HOME OWNERS ASSOCIATION  
FOR LOTS 105 THROUGH 110, INC. ("Owner")

By:   
Kyo Ladopoulos, Vice President

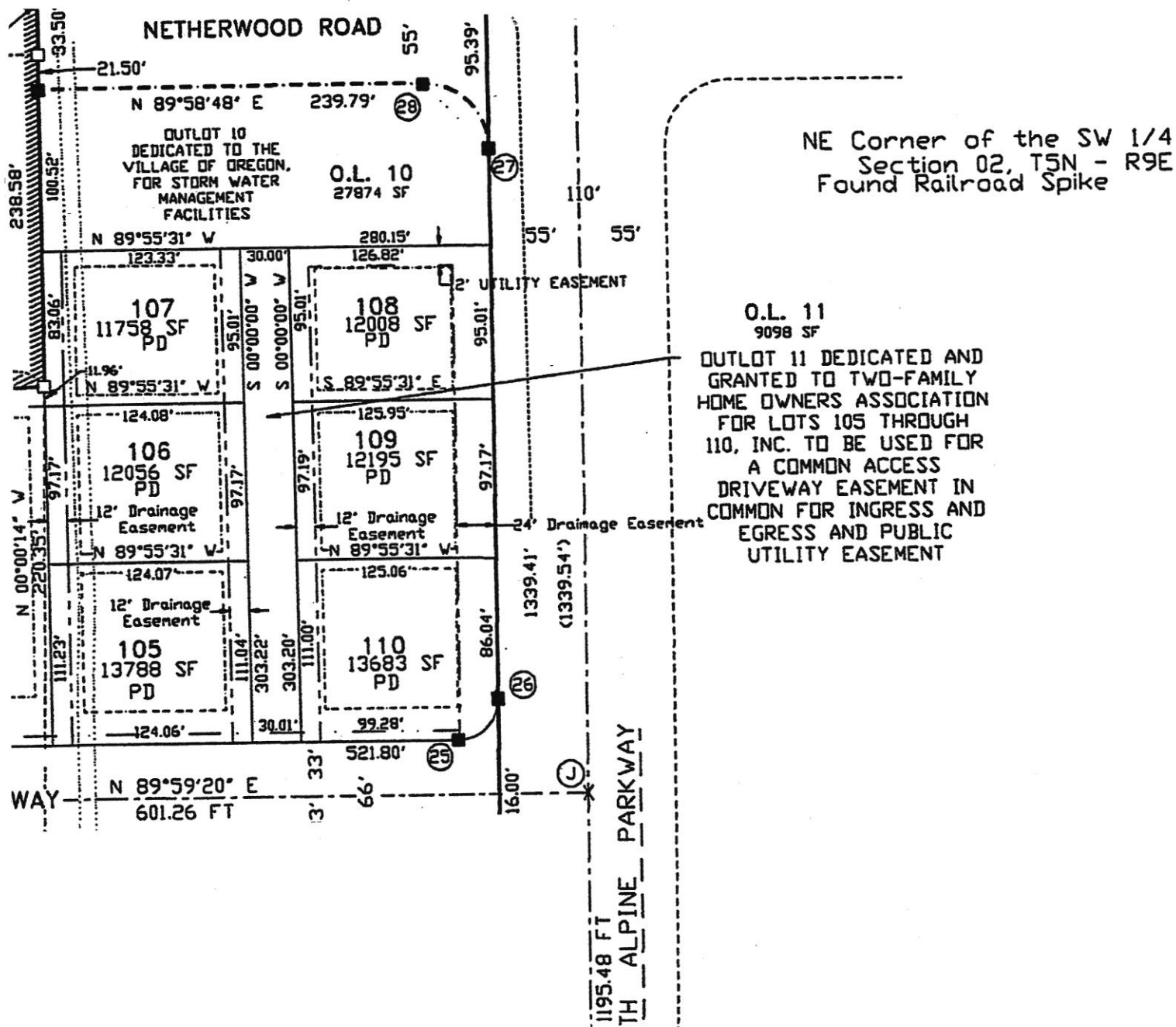
Personally came before me this 16<sup>th</sup> day of July, 2018, the above-named Kyo Ladopoulos, Vice President of Two-Family Home Owners Association for Lots 105 Through 110, Inc., who executed the above instrument and acknowledged the same.

This document was drafted by:

**EXHIBIT A**  
**PUBLIC SANITARY SEWER AND PUBLIC WATER MAIN EASEMENT**  
**LEGAL DESCRIPTION**

Outlot 11, plat of Oregon Parks Neighborhood Addition, in the Village of Oregon, Dane County, Wisconsin.

## B-1



Document No.

**DECLARATION OF PUBLIC SANITARY SEWER  
AND PUBLIC WATER EASEMENT**

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
5426716  
07/19/2018 03:54 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 6

Return to:

Matthew Dregne  
Stafford Rosenbaum LLP  
222 West Washington Ave, Suite 900  
Madison, WI 53701-1784

165/0509-023-0725-1  
Parcel Numbers

**DECLARATION OF PUBLIC SANITARY SEWER AND PUBLIC WATER  
EASEMENT**

THIS DECLARATION OF PUBLIC SANITARY SEWER AND PUBLIC WATER EASEMENT (the "Declaration") is executed this 16 day of July, 2018, by TWO-FAMILY HOME OWNERS ASSOCIATION FOR LOTS 111 THROUGH 116, INC. ("Owner") to the VILLAGE OF OREGON, WISCONSIN (the "Village").

**RECITALS:**

A. Owner is the fee holder of certain real property in the Village of Oregon, County of Dane, State of Wisconsin, more particularly described on the attached and incorporated Exhibit A and depicted on the attached and incorporated Exhibit B (the "Easement Property").

6

B. Owner desires to grant to the Village a permanent easement for the provision of public sanitary sewer and public water service (the "Easement") over the Easement Property.

NOW THEREFORE, Owner does hereby declare:

1. Grant of Easement. The Easement Property shall be, and hereby is made subject to, a perpetual easement and right-of-way to allow the Village to construct, reconstruct, maintain, operate, inspect, repair, replace, supplement and/or remove any and all facilities relating to the provision of public sanitary sewer service and public water 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 Property.

2. No Construction of Buildings; Reservation of Rights. Owner shall not be allowed to construct buildings within the Easement Property or to otherwise interfere with the Village's rights granted under this Declaration. Owner reserves the right to use the Easement Property for purposes which will not interfere with the Village's full enjoyment of the easement rights granted hereby.

3. Restoration of Surface. Following any construction or maintenance within the Easement Property, the Village shall repair and restore any damage to any concrete or asphalt surface of the Easement Property, and replace topsoil and plant grass on top of that portion of the surface disturbed by any such construction or maintenance that does not have a concrete or asphalt surface.

4. Successors and Assigns. All the terms, conditions, covenants and other provisions contained in this Declaration, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by Owner and the Village and their respective successors and assigns.


5. Governing Law. This Declaration shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

6. Partial Invalidity. If any term, covenant, or condition of this Declaration or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Declaration, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.



7. Notices. Notices to the Village shall be given to the Village at its village hall. Notices to Owner shall be given to Owner at the address to which property tax bills for the tax parcel or parcels that include the Easement Property are to be sent. All notices shall be sent by registered or certified mail, return receipt requested.


TWO-FAMILY HOME OWNERS ASSOCIATION  
FOR LOTS 111 THROUGH 116, INC. ("Owner")

By:   
Kyo Ladopoulos, Vice President



STATE OF WISCONSIN    )  
                               ) ss.  
COUNTY OF DANE      )

Personally came before me this 16 day of July, 2018, the above-named Kyo Ladopoulos, Vice President of Two-Family Home Owners Association for Lots 111 Through 116, Inc., who executed the above instrument and acknowledged the same.

  
Name: Bryan B. Elhoff  
Notary Public, State of Wisconsin  
My Commission: 12-13-2021

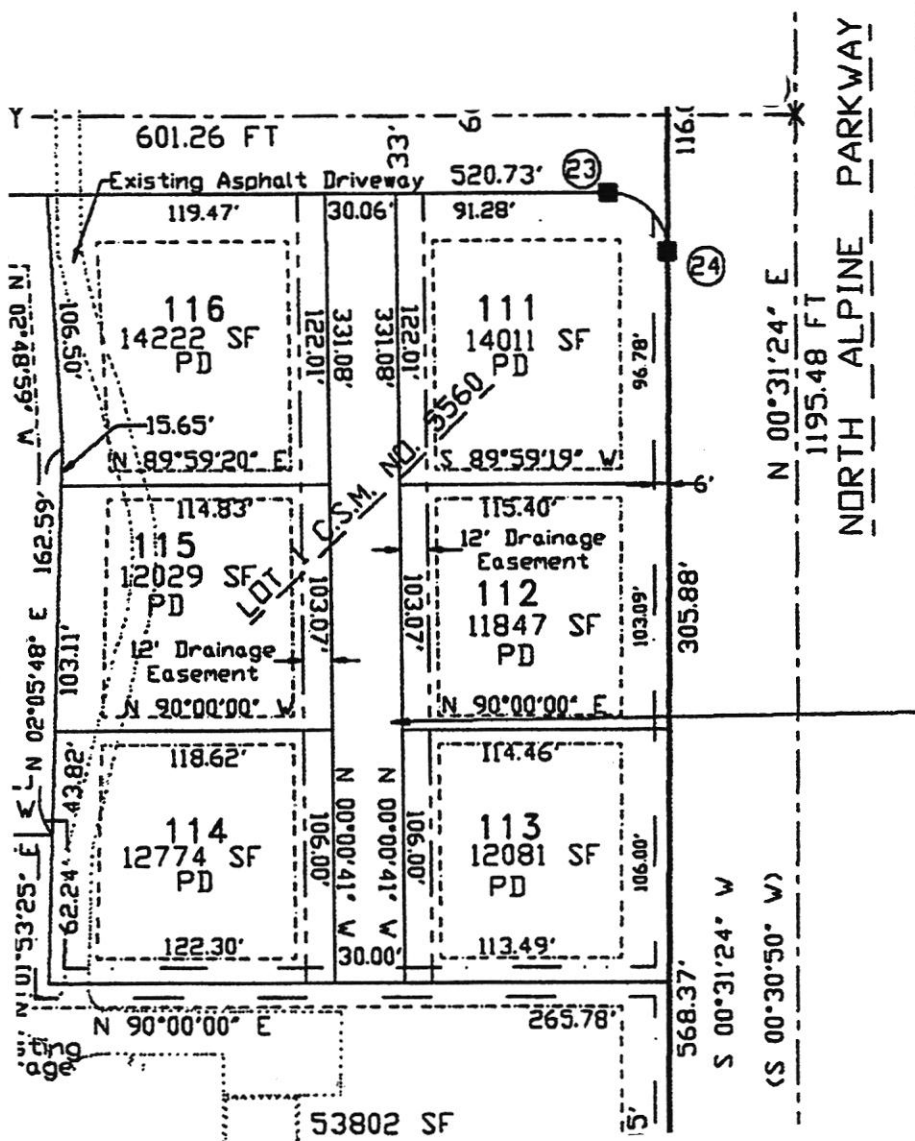
This document was drafted by:

Troy M. Hellenbrand  
Hellenbrand & Hellenbrand S.C.  
5695 Tuscany Lane  
Waunakee, WI 53597  
(608) 849-6899

**EXHIBIT A**  
**PUBLIC SANITARY SEWER AND PUBLIC WATER MAIN EASEMENT**  
**LEGAL DESCRIPTION**

Outlot 12, plat of Oregon Parks Neighborhood Addition, in the Village of Oregon, Dane County, Wisconsin.

# EXHIBIT B



O.L. 12  
9942 SF

OUTLOT 12 DEDICATED AND  
GRANTED TO TWO-FAMILY  
HOME OWNERS ASSOCIATION  
FOR LOTS 111 THROUGH 116,  
INC. TO BE USED FOR A  
COMMON ACCESS DRIVEWAY  
EASEMENT IN COMMON FOR  
INGRESS AND EGRESS AND  
PUBLIC UTILITY EASEMENT