

CERTIFIED SURVEY MAP No. _____

Located in the Southeast 1/4 of the Southeast 1/4 and in the Southwest 1/4 of the Southeast 1/4
of Section 25, T6N, R9E, City of Fitchburg, Dane County, Wisconsin.

Bearings are referenced to the South line of the SE 1/4 of Section 25, T6N, R9E, City of Fitchburg, Dane County, WI assumed as Bearing S89°47'34"E.

SURVEYED FOR:

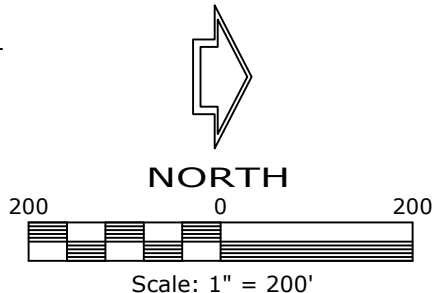
Rygh Properties
1916 County Highway MM
Fitchburg, WI 53575

July 14, 2023

Revised: August 7, 2023

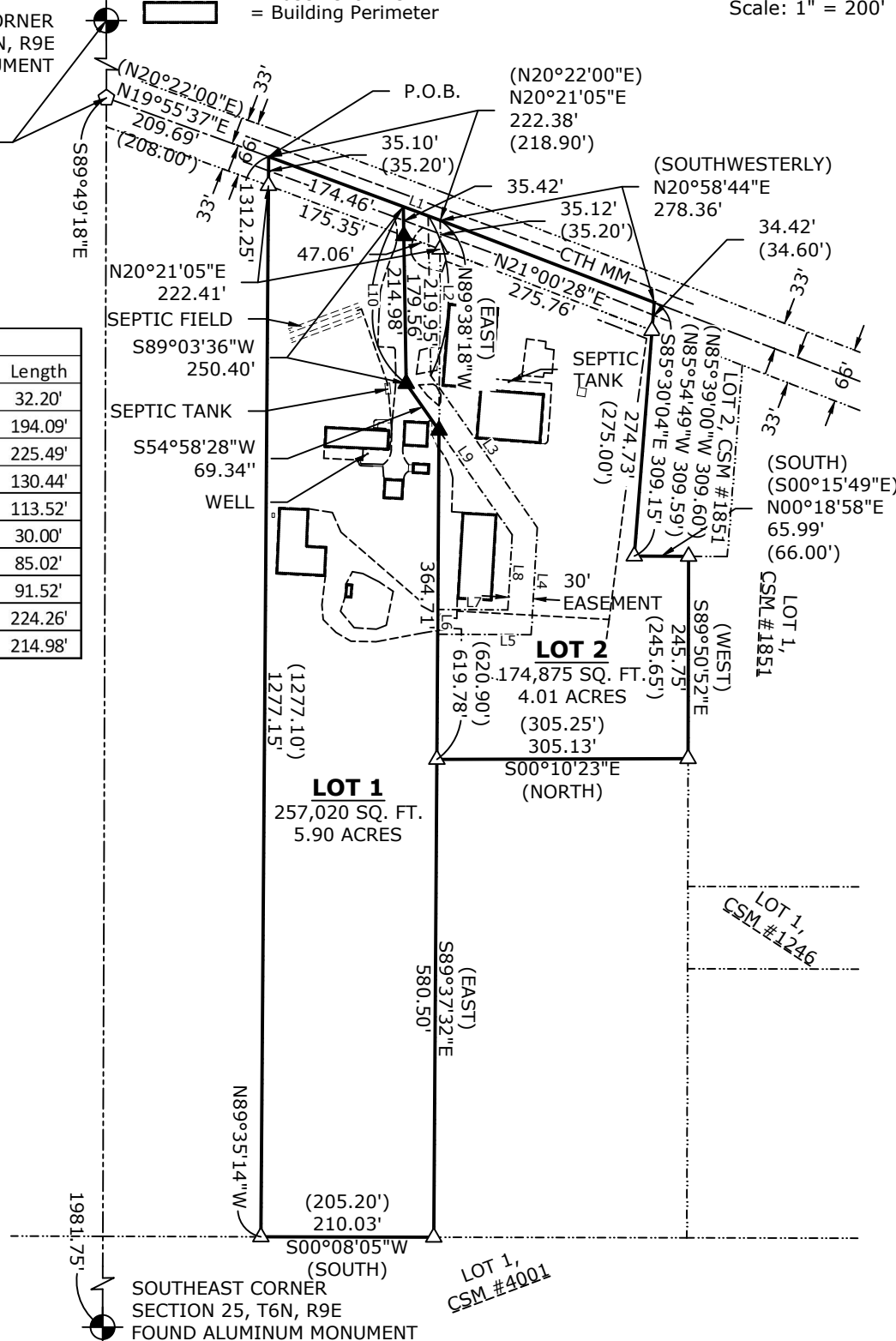
LEGEND

- = Found PK Nail
- = Found 3/4" Round Iron Bar or Rebar
- = Set 3/4" by 18" Rebar, Weighing 1.502 Lbs./Lin. Ft.
- = Recorded Bearing and Distance
- = Property Line
- = Section Line
- = Centerline CTH MM
- = Easement Line
- = Building Perimeter



SOUTH 1/4 CORNER
SECTION 25, T6N, R9E
FOUND ALUMINUM MONUMENT

| LINE TABLE | | |
|------------|-------------|---------|
| Line # | Bearing | Length |
| L1 | N20°21'05"E | 32.20' |
| L2 | N89°03'36"E | 194.09' |
| L3 | N54°58'28"E | 225.49' |
| L4 | S86°41'40"E | 130.44' |
| L5 | S00°21'42"W | 113.52' |
| L6 | N89°38'18"W | 30.00' |
| L7 | N00°21'42"E | 85.02' |
| L8 | N86°41'40"W | 91.52' |
| L9 | S54°58'28"W | 224.26' |
| L10 | S89°03'36"W | 214.98' |



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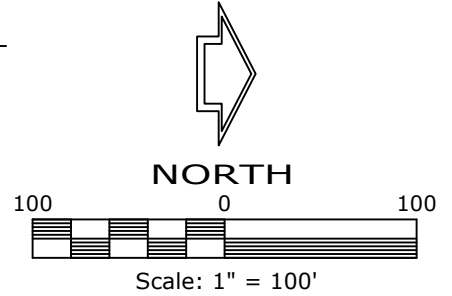
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Located in the Southeast 1/4 of the Southeast 1/4 and in the Southwest 1/4 of the Southeast 1/4
of Section 25, T6N, R9E, City of Fitchburg, Dane County, Wisconsin.

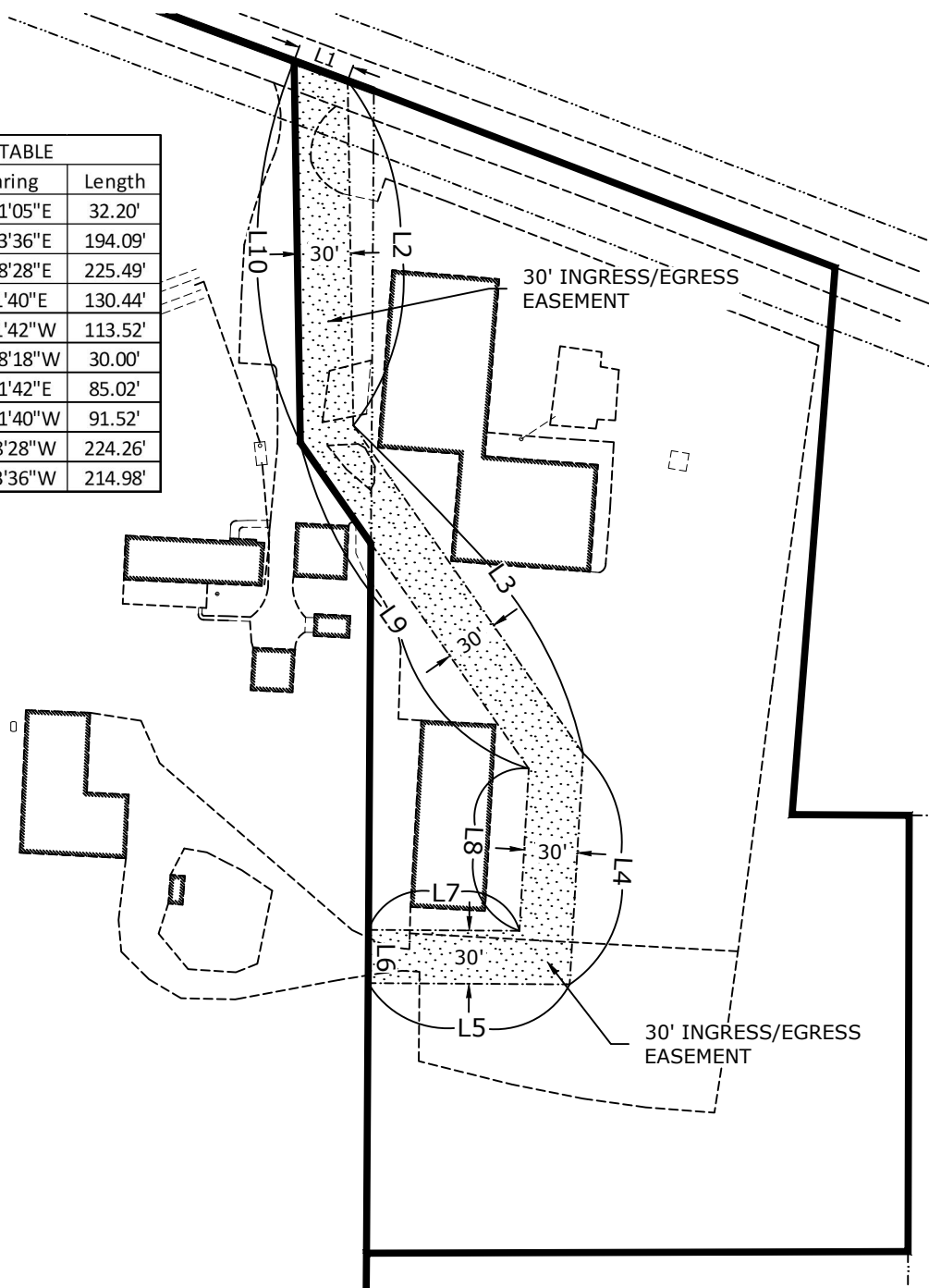
Bearings are referenced to the South line of the SE 1/4 of Section 25, T6N, R9E, City of Fitchburg, Dane County, WI assumed as
Bearing S89°47'34"E.

LEGEND

- = Found PK Nail
- = Found 3/4" Round Iron Bar or Rebar
- = Set 3/4" by 18" Rebar,
Weighing 1.502 Lbs./Lin. Ft.
- () = Recorded Bearing and Distance
- - - - - = Property Line
- — — — — = Section Line
- — — — — = Centerline CTH MM
- — — — — = Easement Line
- = Building Perimeter



| LINETABLE | | |
|-----------|-------------|---------|
| Line # | Bearing | Length |
| L1 | N20°21'05"E | 32.20' |
| L2 | N89°03'36"E | 194.09' |
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CERTIFIED SURVEY MAP No. _____

Located in the Southeast 1/4 of the Southeast 1/4 and in the Southwest 1/4 of the Southeast 1/4 of Section 25, T6N, R9E, City of Fitchburg, Dane County, Wisconsin.

DESCRIPTION:

A parcel of land located in the Southeast 1/4 of the Southeast 1/4 and in the Southwest 1/4 of the Southeast 1/4, all in Section 25, T6N, R9E, City of Fitchburg, Dane County, Wisconsin, described as follows:

Commencing at the South 1/4 corner of Section 25, T6N, R9E; thence S89°47'34"E, 663.25' along the South line of the Southeast 1/4 of said Section 25 to a found PK nail on the centerline of County Highway MM; thence N19°55'37"E, 209.69' along the centerline of County Highway MM to the Point of Beginning; thence N20°21'05"E, 222.38' along said centerline of County Highway MM; thence N20°58'44"E, 278.36' along said centerline of County Highway MM; thence S85°30'04"E, 309.15' to a found 3/4" rebar; thence N00°18'58"E, 65.99' to a found 3/4" rebar; thence S89°50'52"E, 245.75' to a found 3/4" rebar; thence S00°10'23"E, 305.13' to a found 3/4" rebar; thence S89°37'32"E, 580.50' to a found 3/4" rebar; thence S00°08'05"W, 210.03' to a found 3/4" rebar; thence N89°35'14"W, 1312.25' to the Point of Beginning.

Said parcel contains 431,895 Sq. Ft. or 9.91 acres more or less and is subject to any and all easements and right-of-ways of record.

Easement Description for the Benefit of Lot 1:

A 30' wide ingress/egress easement located in the Southwest 1/4 of the Southeast 1/4 of Section 25, T6N, R9E, City of Fitchburg, Dane County, Wisconsin, described as follows:

Commencing at the South 1/4 corner of Section 25, T6N, R9E; thence S89°47'34"E, 663.25' along the South line of the Southeast 1/4 of said Section 25 to a found PK nail on the centerline of County Highway MM; thence N19°55'37"E, 209.69' along the centerline of County Highway MM; thence N20°21'05"E, 174.46' along said centerline of County Highway MM to the Point of Beginning; thence N20°21'05"E, 32.20' along the centerline of County Highway MM; thence N89°03'36"E, 194.09'; thence N54°58'28"E, 225.49'; thence S86°41'40"E, 130.44'; thence S00°21'42"W, 113.52'; thence N89°38'18"W, 30.00'; thence N00°21'42"E, 85.02'; thence N86°41'40"W, 91.52'; thence S54°58'28"W, 224.26'; thence S89°03'36"W, 214.98' to the Point of Beginning.

SURVEYOR'S CERTIFICATE:

I, Keith E. Dalsing, Wisconsin Professional Land Surveyor, S-1989, do hereby certify that this survey is in full compliance with Section 236.34 of the Wisconsin Statutes. Under the direction of Rygh Properties and their representatives, I have surveyed, divided and mapped the above described land and that this map is a correctly dimensioned representation thereof in accordance to the information provided. I further certify that this survey is correct to the best of my knowledge and belief.

Dated this ____ day of _____, 20 ____.

Keith E. Dalsing, S-1989
Professional Land Surveyor

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A parcel of land located in the Southeast 1/4 of the Southeast 1/4 and in the Southwest 1/4 of the Southeast 1/4, all in Section 25, T6N, R9E, City of Fitchburg, Dane County, Wisconsin, described as follows:

Commencing at the South 1/4 corner of Section 25, T6N, R9E; thence S89°47'34"E, 663.25' along the South line of the Southeast 1/4 of said Section 25 to a found PK nail on the centerline of County Highway MM; thence N19°55'37"E, 209.69' along the centerline of County Highway MM to the Point of Beginning; thence N20°21'05"E, 222.38' along said centerline of County Highway MM; thence N20°58'44"E, 278.36' along said centerline of County Highway MM; thence S85°30'04"E, 309.15' to a found 3/4" rebar; thence N00°18'58"E, 65.99' to a found 3/4" rebar; thence S89°50'52"E, 245.75' to a found 3/4" rebar; thence S00°10'23"E, 305.13' to a found 3/4" rebar; thence S89°37'32"E, 580.50' to a found 3/4" rebar; thence S00°08'05"W, 210.03' to a found 3/4" rebar; thence N89°35'14"W, 1312.25' to the Point of Beginning.

Said parcel contains 431,895 Sq. Ft. or 9.91 acres more or less and is subject to any and all easements and right-of-ways of record.

Easement Description for the Benefit of Lot 1:

A 30' wide ingress/egress easement located in the Southwest 1/4 of the Southeast 1/4 of Section 25, T6N, R9E, City of Fitchburg, Dane County, Wisconsin, described as follows:

Commencing at the South 1/4 corner of Section 25, T6N, R9E; thence S89°47'34"E, 663.25' along the South line of the Southeast 1/4 of said Section 25 to a found PK nail on the centerline of County Highway MM; thence N19°55'37"E, 209.69' along the centerline of County Highway MM; thence N20°21'05"E, 174.46' along said centerline of County Highway MM to the Point of Beginning; thence N20°21'05"E, 32.20' along the centerline of County Highway MM; thence N89°03'36"E, 194.09'; thence N54°58'28"E, 225.49'; thence S86°41'40"E, 130.44'; thence S00°21'42"W, 113.52'; thence N89°38'18"W, 30.00'; thence N00°21'42"E, 85.02'; thence N86°41'40"W, 91.52'; thence S54°58'28"W, 224.26'; thence S89°03'36"W, 214.98' to the Point of Beginning.

EASEMENT AGREEMENT

Name and Return Address:

Vincent J. Falcone
von Briesen & Roper, s.c.
10 E. Doty Street, Suite 900
Madison, WI 53703

Parcel Identification Numbers:

255/0609-254-9400-2
255/0609-254-9402-8

This Easement Agreement ("**Agreement**") made as of the ____ day of June, 2023 (the "**Effective Date**"), by and between Markquart Madison, LLC, a Wisconsin limited liability company ("**Grantor**"), and Rygh Properties LLC, a Wisconsin limited liability company ("**Grantee**").

RECITALS

- A. Grantor is the owner of the following real property located in the City of Fitchburg, County of Dane, State of Wisconsin (the "**Grantor Parcel**") as described in Exhibit A.
- B. Grantee is the owner of the following real property located in the City of Fitchburg, Dane County, State of Wisconsin (the "**Grantee Parcel**"): as described in Exhibit B.
- C. The Grantor Parcel is contiguous to the Grantee Parcel.
- D. Grantor and Grantee desire to enter into this Agreement in order to set forth the respective rights and obligations of the parties, their heirs, successors and assigns, with regard to the Easement Area, as defined below.

AGREEMENT

In consideration of the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed and understood as follows:

1. **Recitals.** The Recitals are ratified and incorporated in this Agreement.
2. **Grant of Easement.** Grantor hereby grants, creates and establishes, for the benefit of Grantee, a permanent, perpetual and nonexclusive easement for vehicular and pedestrian ingress and egress on, upon and over the Grantor Parcel more particularly described on Exhibit C which is attached hereto and hereby incorporated herein (the "**Easement Area**"). The easement granted herein shall be for vehicular and pedestrian ingress and egress.

4. **Maintenance and Repair.** Grantee shall be solely responsible for routine maintenance and repair of the Easement Area (including, but not limited to, patch work, grass cutting and/or trimming and snow removal).

5. **Real Estate Taxes.** Neither Grantor nor Grantee, by reason of this Agreement, shall be obligated to pay any real estate taxes or special assessments against the other's property; and Grantee shall not, by reason of this Agreement, be obligated to pay any real estate taxes or special assessments levied against the Grantor's property included in the Easement Area.

6. **Use.** Grantor and Grantee shall each use, and take reasonable measures to cause their tenants, employees, agents and invitees to use the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner which will interfere with the use thereof by the other party hereto or the other party's tenants, employees, agents or invitees. The Grantee and Grantor each agree not to construct any buildings or improvements on or over or make use of any portion of the Easement Area that will unreasonably interfere with the Easement Area.

7. **Indemnification.** Grantee shall indemnify the owner(s) of the Grantor Parcel from and against all loss, costs (including reasonable attorneys' fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the activities conducted on Easement Area, except to the extent caused by the negligence or misconduct of Grantor or its agents or employees.

8. **Amendment.** This Agreement may not be modified or amended except by written agreement of the parties hereto, or their heirs, personal representatives, successors and assigns.

9. **Waiver.** No waiver of, acquiescence in, or consent to, any breach of any term, covenant, or condition hereof shall be construed as, or constitute a waiver of, acquiescence in, or consent to, any other, further, or succeeding breach of the same or any other term, covenant, or condition. The nonuse or limited use of any of the rights granted hereunder shall not prevent any party from later use to the fullest extent authorized in this Agreement.

10. **Covenants Run with the Land.** The rights and obligations created herein shall be pertinent to the Grantor Parcel and Grantee Parcel and this Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

11. **Grantees Bound.** The grantee of the Grantor Parcel or Grantee Parcel or any portion of either such parcel, by acceptance of a deed conveying title to the parcel or the execution of a contract for the purchase of the parcel, whether from an original party or from a subsequent owner of such parcel, shall accept such deed or contract subject to this Agreement. By such acceptance, any such grantee shall, for itself and its representatives, successors, and assigns covenant, and agree to and with the other parties, to keep, observe, and comply with and perform the obligations and agreements set forth in this Agreement with respect to the parcel so acquired by such grantee.

12. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

13. **Notices.** All notices to any party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

14. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected hereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by applicable law.

15. **Enforcement.** If a party fails to perform this Agreement, another party may advance the cost of such performance and recover from the other party, the costs so advanced. Either party may enforce this instrument by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and delivered the Effective Date set forth above.

GRANTOR:

MARKQUART MADISON, LLC

By: _____
John R. Markquart, Manager

By: _____
Charles L. Markquart, Manager

STATE OF WISCONSIN)
) SS
_____ COUNTY)

Signatures of John R. Markquart and Charles L. Markquart, known by me to be Managers of Markquart Madison, LLC, who signed this document, authenticated this ____ day of 2023.

Notary Public, State of Wisconsin
My Commission expires: _____

GRANTEE:

RYGH PROPERTIES, LLC

By: _____
Colleen Rygh, Member

By: _____
Randall Rygh, Member

STATE OF WISCONSIN)
) SS
DANE COUNTY)

Signatures of Colleen Rygh and Randall Rygh, known by me to be the Members of Rygh Properties, LLC. who signed this document, authenticated this ____ day of June, 2023.

Notary Public, State of Wisconsin
My Commission expires: _____

This Instrument was Drafted by:
Vincent J. Falcone
von Briesen & Roper, s.c.
Madison, Wisconsin

EXHIBIT A

GRANTOR PARCEL

Pin: 225-0609-254-9420-8

Property Address: 1922 County MM, Fitchburg, WI 53575

A part of the Southeast 1/4 of the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 25, T6N, R9E, in the City of Fitchburg, Dane County, Wisconsin, more fully described as follows: Commencing at the intersection of the South line of Section 25 and the centerline of Highway MM; thence North 20°22' East, 426.0 feet along the centerline of said road to the point of beginning, being the Northwest corner of a parcel of land described in Vol. 831 of Deeds, Page 576; thence Easterly 35.2 feet along the North line of the above mentioned parcel to an iron stake on the East right of way line of the Highway; thence continue Easterly 620.9 feet along the North line of the above mentioned parcel of land; thence North 305.25 feet; thence West 245.65 feet along the South line of a parcel of land described in Vol. 134 of Records, Page 477; thence South 66.0 feet; thence North 85°39' West, 275.0 feet to the East right of way line of Highway "MM"; thence continue North 85°39' West, 34.6 feet to the centerline of said road, being the Southwest corner of a parcel of land described in said Vol. 134 of Records, Page 477; thence Southwesterly along the centerline of Highway "MM" to the point of beginning.

EXHIBIT B

GRANTEE PARCEL

Pin: 225-0609-254-9400-2

Property Address: 1916 County MM, Fitchburg, WI 53575

Part of the Southeast 1/4 of the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 25, Town 6 North, Range 9 East, City of Fitchburg, described as follows: Beginning at a point in the center line of Oregon-Madison highway 208.0 feet North 20°22' East of the intersection of the center line of said highway and the South line of said Southwest 1/4 of Southeast 1/4 of Section 25; thence North 20°22' East 218.9 feet along center of said highway; thence due East 35.2 feet to an iron stake in the Easterly line of said highway; thence due East 1200.9 feet to an iron stake; thence due South 205.2 feet to an iron stake; thence due West 1277.1 feet to an iron stake in the Easterly line of said highway; thence due West 35.2 feet to the point of beginning. Subject to existing public highway.

EXHIBIT C

EASEMENT AREA

A 30' ingress/egress easement located in the Southwest 1/4 of the Southeast 1/4 of Section 25, T6N, R9E, City of Fitchburg, Dane County, Wisconsin, described as follows:

Commencing at the South 1/4 corner of Section 25, T6N, R8E; thence S89°47'48"E, 663.41' along the South line of the Southeast 1/4 of said Section 25 to a found PK nail on the centerline of County Highway MM; thence N20°08'06"E, 432.04' along the centerline of County Highway MM to the Northwest corner of a parcel of land described in Volume 831 of Deeds on page 576; thence S89°38'18"E, 203.35' along the North line of said parcel to the Point of Beginning; thence N54°58'28"E, 207.59'; thence S86°41'40"E, 130.44'; thence S00°21'42"W, 113.52' to the North line of said parcel; thence N89°38'18"W, 30.00' along the North line of said parcel; thence N00°21'42"E, 85.02'; thence N86°41'40"W, 91.52'; thence S54°58'28"W, 154.93' to the North line of said parcel; thence N89°38'18"W, 51.81' along the North line of said parcel to the Point of Beginning.