



377427

HIGHWAY EASEMENT

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11/14/2012 12:30PM

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REC FEE: \$30.00

Return Address:

Green Lake County Clerk
Grant, Snow & Snow, S.C.
Post Office Box 591
Waupun, WI 53963
(920) 324-4711

VOL. 862 OF Rec. PG. 618

Lore Isaman

REGISTER OF DEEDS
GREEN LAKE, WI
TRANSFER FEE:

Parcel ID Number: Part of 014-0699-0000 and 006-00970-0000

THIS HIGHWAY EASEMENT is granted by WALTER ALAN AFFELDT AND JOYCE AFFELDT, husband and wife (collectively "Landowners") to Green Lake County, Wisconsin (Green Lake County).

Landowners are the owners of real estate located in Green Lake County ("the Alan and Joyce Affeldt Property"), which is legally described as follows:

SEE ATTACHED LEGAL DESCRIPTION, EXHIBIT A

This real estate is the homestead property of Walter Alan Affeldt and Joyce Affeldt.

The parties intend to establish the terms of an easement to Green Lake County over a portion of the Alan and Joyce Affeldt Property as described below. Therefore, in consideration of the mutual agreements contained here, the parties agree as follows:

1. Easement Description: The real estate subject to this easement ("the easement lands") is described as follows:

SEE ATTACHED LEGAL DESCRIPTION, EXHIBIT B

This description describes that portion of land owned by the Landowners that is contained within a 66' segment of land within which the existing County Highway B is located. Remaining land within this 66' wide segment is owned by David Affeldt as land contract vendee of the Shirley Radtke Living Trust. The legal description was

created by Jason M. Ingram of Ayers Associates, Inc., as an agent of Green Lake County.

2. Easement Purpose: The purpose of this easement is to provide the public and Green Lake County with a perpetual nonexclusive easement across the easement lands solely for the purpose of use as a right-of-way for a public highway, including maintaining, repairing, replacing and reconstructing the existing highway.

3. Easement Grant and Restrictions: The Landowners grant to Green Lake County, Wisconsin and all others acting under or on its behalf, a perpetual easement across the easement lands for the purposes identified above. Neither party shall obstruct usage of the easement lands, nor shall they permit others to do so, except as may be necessary to fulfill the purposes of this easement. Landowners shall not take any action, nor permit others to take action, which might interfere with the usage granted pursuant to this easement. However, Landowners reserve the right to use the easement lands for purposes which do not interfere with this grant, but Landowners may not place any fences, posts, structures or improvements within the easement lands, nor plant or place any trees, shrubs, bushes or other vegetation within the easement lands. Green Lake County has the right to trim or remove any trees, shrubs, bushes or other vegetation within the road right-of-way.

*John MRB 11/6/12
J.A. W.A.A. 10-18-12
John MRB 11/6/12
J.A. W.A.A. 10-18-12*

*John MRB 11/6/12
J.A. W.A.A. 10-18-12*

Furthermore, see Exhibit 1 which sets for terms between the parties regarding a building which encroaches on to the property being conveyed, and which is hereby incorporated into this easement.

4. Servicing and Restoration Costs: All expenses connected with maintaining, repairing, replacing and reconstructing the existing highway and the easement lands for highway purposes shall be paid by Green Lake County, Wisconsin, and no portion of such expenses shall be charged or assessed to Landowners. To the extent that any portion of the easement lands are disturbed through servicing the highway, those lands

shall be reasonably restored to their original condition at the expense of Green Lake County, Wisconsin, and no portion of such expenses shall be charged or assessed to Landowners.

5. Mortgage Subordination: Any mortgages encumbering all or any portion of the easement lands shall at all times be subordinate to the terms of this easement and any party foreclosing any such mortgage, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this easement.

6. Provisions to Run with Land: All rights and obligations provided here shall run with the land and shall be binding on and are for the benefit of the parties to this Easement, together with their respective heirs, executors, administrators, successors, assigns and legal representatives. Green Lake County, Wisconsin may record this Easement with the Register of Deeds for Green Lake County to provide public notice of its terms.

7. Settlement. This easement is being executed pursuant to an agreement reached in Green Lake County Circuit Court Case No. 08-CV092 between David Affeldt, Walter Alan Affeldt, Joyce Affeldt and Green Lake County, Wisconsin. Landowners are conveying rights to a highway easement for County Highway B, which is contiguous to these parties' real estate so that the width of the right-of-way for County Highway B will be 4 (four) rods wide.

EXHIBIT A

The West part (about 60 acres) lying West of highway in the Northeast Quarter of Section 27; the E1/2 of SE 1/4 of NW1/4 and NE1/4 of NW1/4 of said Section 27.

Part of the Southwest Quarter of the Northeast Quarter of Section 27, Township 15 North, Range 12 East, Town of Green Lake, and the East Half of the Southeast Quarter of the Northwest Quarter of Section 27, Township 15 North, Range 12 East, Town of Marquette, all in Green Lake County, Wisconsin, described as:

Commencing at the East Quarter Corner of said Section 27;

Thence S 89°27'44" W along the East-West Quarter Line of said Section 27, a distance of 1334.77 feet to the westerly right-of-way line of State Trunk Highway (STH) 73 being the POINT OF BEGINNING;

Thence continuing S 89°27'44" W along said east-west quarter line, a distance of 1902.50 feet to the West Line of the East Half of the Southeast Quarter of the Northwest Quarter of said Section 27;

Thence N 01°16'26" W along said west line of the east half, a distance of 20.85 feet;

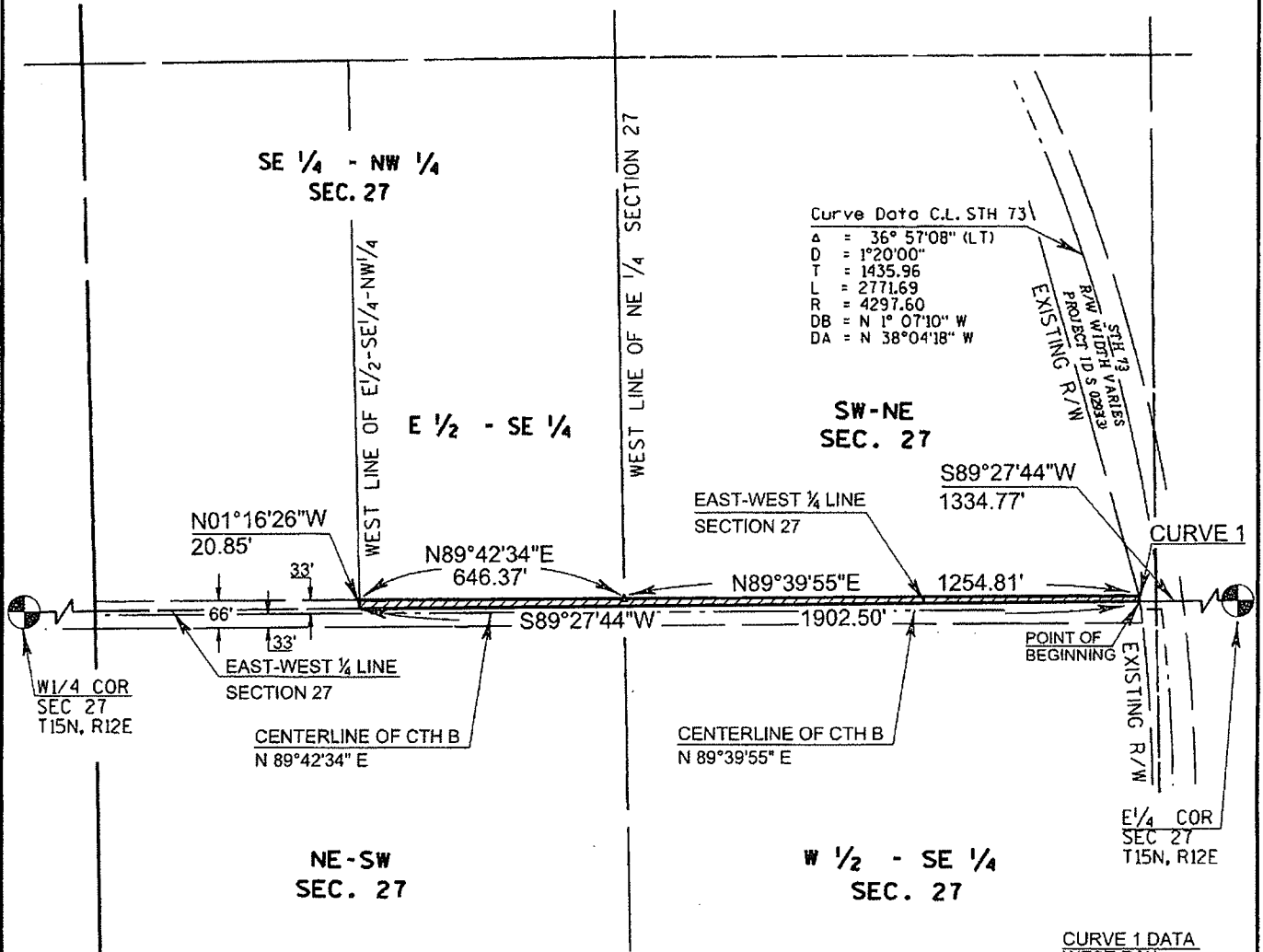
Thence N 89°42'34" E, a distance of 646.37 feet;

Thence N 89°39'55" E, a distance of 1254.81 feet to the westerly right of way line of STH 73;

Thence along an arc 13.71 feet in length being along said westerly right-of-way line of STH 73 and curving to the right, having a radius of 4247.60 feet and having a chord of which is S 07°14'34" E for a distance of 13.71 feet to the POINT OF BEGINNING.

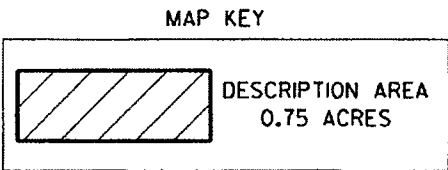
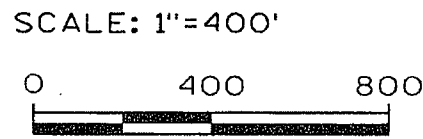
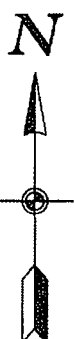
The above described parcel contains 0.75 acres of land, more or less.

DESCRIPTION EXHIBIT MAP



Curve Data C.L. STH 73
 Δ = 36° 57'08" (LT)
 D = 1°20'00"
 T = 1435.96
 L = 2771.69
 R = 4297.60
 DB = N 1° 07'10" W
 DA = N 38°04'18" W

CURVE 1 DATA
 WEST RW
 LINE STH 73
 L = 13.71'
 R = 4247.60'
 LC = S 07°14'34" E
 13.71'



NORTH IS REFERRED TO A STRAIGHT LINE INTERSECT BETWEEN THE W1/4 CORNER AND THE EAST 1/4 CORNER OF SECTION 27, T15N, R12E, TOWN OF GREEN LAKE AND MARQUETTE, GREEN LAKE COUNTY, WISCONSIN, WHICH BEARS S 89° 27' 44" W

AYRES ASSOCIATES
 3376 PACKERLAND DRIVE
 DE PERE, WI 54115
 (920) 498-1200

REVISIONS:

LEGEND	
	SECTION 1/4 LINE
	SECTION 1/4 - 1/4 LINE
	EXISTING RIGHT OF WAY LINE
	DESCRIPTION BOUNDARY
	GOVERNMENT CORNER
	BEND IN DESCRIPTION BOUNDARY

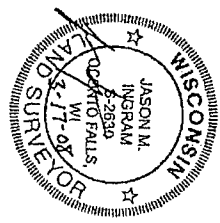
Drawn:	JMI / Ayres Associates
Date:	7/1/2012
Scale:	1" = 400'
SHEET NUMBER	1 OF 1

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EXHIBIT 1

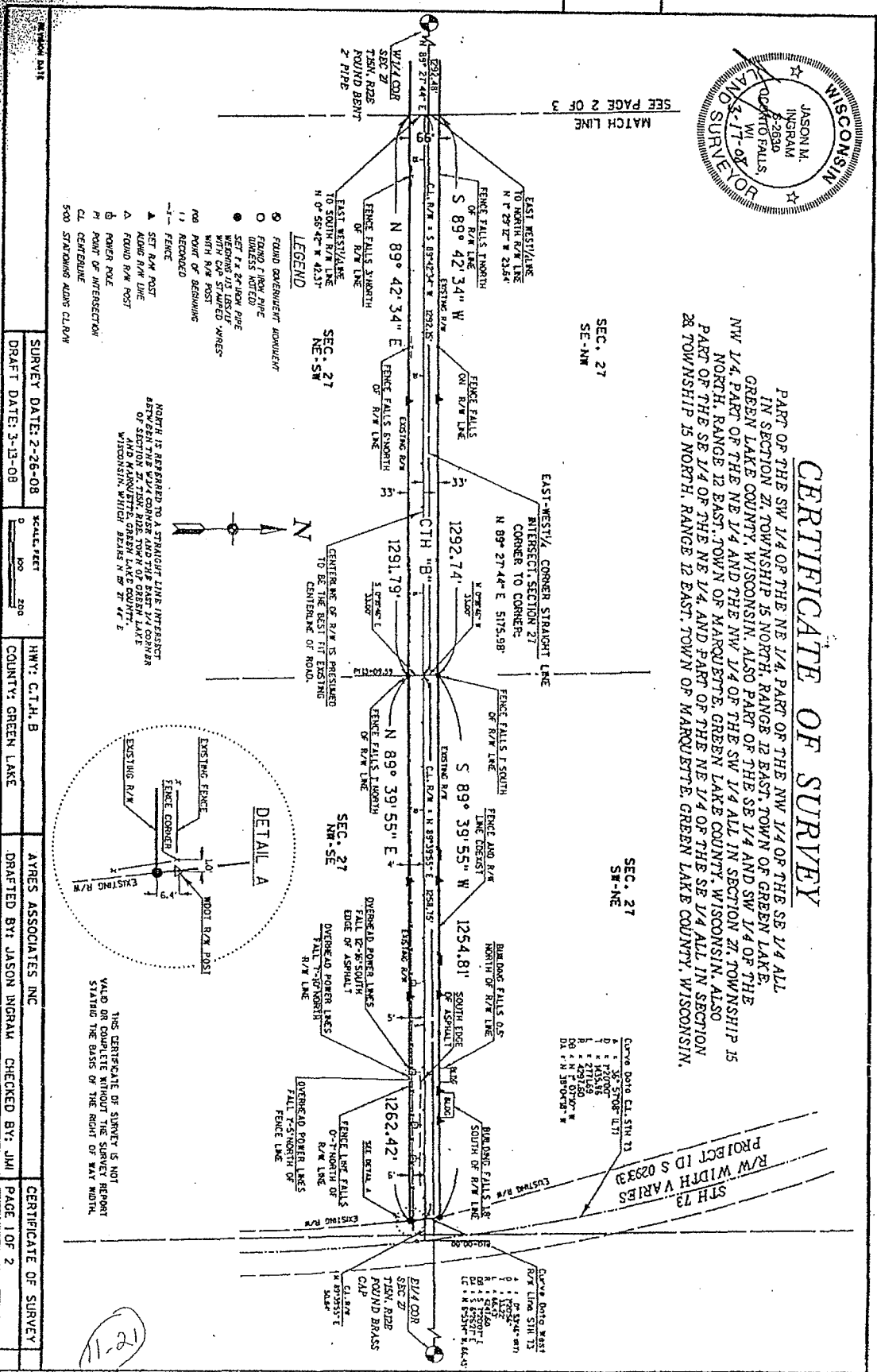
As depicted in Exhibit 2, attached hereto and made a part herof, which is a map drawn by Jason M. Ingram of Ayers Associates, Inc., dated March 17, 2008 the parties agree that the building that encroaches 1.8 feet onto the easement lands will be allowed to remain at its current location; and Walter Allan and Joyce Affeldt or their heirs assigns or successors to their property may continue to use, maintain or repair the shed in its current location.

EXHIBIT 2



CERTIFICATE OF SURVEY

PART OF THE SW 1/4 OF THE NE 1/4, PART OF THE NW 1/4 OF THE SE 1/4 ALL IN SECTION 27, TOWNSHIP 15 NORTH, RANGE 12 EAST, TOWN OF GREEN LAKE, GREEN LAKE COUNTY, WISCONSIN, ALSO PART OF THE SE 1/4 AND SW 1/4 OF THE NW 1/4 PART OF THE NE 1/4 AND THE NW 1/4 OF THE SW 1/4 ALL IN SECTION 27, TOWNSHIP 15 NORTH, RANGE 12 EAST, TOWN OF MARQUETTE, GREEN LAKE COUNTY, WISCONSIN, ALSO PART OF THE SE 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE SE 1/4 ALL IN SECTION 28, TOWNSHIP 15 NORTH, RANGE 12 EAST, TOWN OF MARQUETTE, GREEN LAKE COUNTY, WISCONSIN.



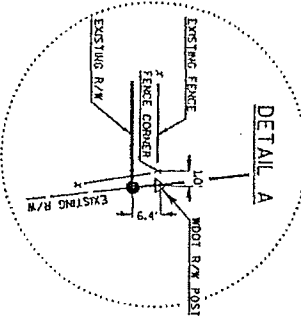
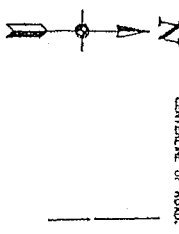
SEE PAGE 2 OF 3
 MATCH LINE

SEC. 27
 SE - NW

SEC. 27
 SW - NE

LEGEND

- FOUND BOUNDARY MONUMENT
- FOUND IRON PIPE
- UNLESS NOTED
- SET 1/4" IRON PIPE WITH CAP STAMPED 'WRES' WITH R/W POST
- FOUND POINT OF BEGINNING
- RECORDED
- - - FENCE
- ▲ SET R/W POST ALONG R/W LINE
- △ FOUND R/W POST
- POWER POLE
- POINT OF INTERSECTION
- CL CENTERLINE
- 500 STATIONING ALONG CL/R/W



THIS CERTIFICATE OF SURVEY IS NOT VALID OR COMPLETE WITHOUT THE SURVEY REPORT STATING THE BASIS OF THE RIGHT OF WAY WIDTH.

SURVEY DATE: 2-26-08	SCALE: FEET	HWY: C.T.H. B	AYRES ASSOCIATES INC	CERTIFICATE OF SURVEY
DRAFT DATE: 3-13-08	0 100 200	COUNTY: GREEN LAKE	DRAFTED BY: JASON INGRAHAM	PAGE 1 OF 2
			CHECKED BY: JMI	

Curve Data CL STN 73
 1 = 36 STONE ULT
 2 = 16555
 3 = 27165
 4 = 38070
 5 = 49075
 6 = 60080

R/W WIDTH VARIES
 STN 73
 PROJECT ID S 02933

11-21

Dated this 23 day of Oct., 2012.

Walter Alan Affeldt
Walter Alan Affeldt

Joyce Affeldt
Joyce Affeldt

Dated this 6 day of November, 2012.

Green Lake County, Wisconsin

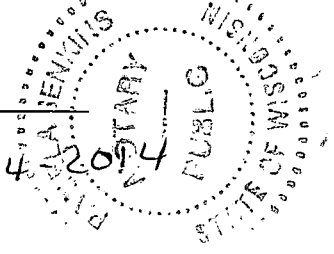
By: John R. Meyers / Margaret R. Bostelman
Title: County Chair / County Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss:
Green Lake COUNTY)

Personally came before me on Oct. 23, 2012 the above-named Walter Alan Affeldt and Joyce Affeldt to me known to be the persons who executed this easement and acknowledged the same.

Pamela Jenkins
Notary Public, Wisconsin
My Commission: Exp. Dec. 14, 2014

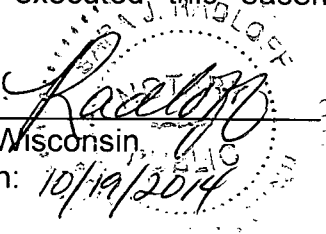


ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss:
Green Lake COUNTY)

Personally came before me on this date the above-named John R. Meyers / Margaret R. Bostelman authorized representative of Green Lake County, Wisconsin, to me known to be the persons who executed this easement and acknowledged the same.

Sara J. Radloff
Notary Public, Wisconsin
My Commission: 10/19/2014



This easement was drafted by Attorney Kristine A. Snow