

VACANT LAND DISCLOSURE REPORT

DISCLAIMER

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT _____
Quarry Ridge Subdivision IN THE Village
~~(CITY)~~ (VILLAGE) ~~(TOWN)~~ OF Cottage Grove, COUNTY OF
Dane STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF November (MONTH) 14 (DAY), 2019 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate that does not include any buildings is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

B. ENVIRONMENTAL

- | | YES | NO | N/A |
|--|----------------------------------|----------------------------------|-----------------------|
| B1. Are you aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| B2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in soil, or other potentially hazardous or toxic substances on the property? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| B3. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| B4. Are you aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems? | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| B5. Are you aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| B6. Are you aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |

B7. Explanation of "yes" responses

B4 Some sand stone at 8' to 15' deep, but should not effect excavation of house or laterals.

C. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

- | | YES | NO | N/A |
|--|-----------------------|----------------------------------|-----------------------|
| C1. Are you aware of underground storage tanks presently or previously on the property for storage of flammable or combustible liquids, including, but not limited to, gasoline or heating oil? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Wisconsin Department of Agriculture, Trade and Consumer Protection regulations may require the closure or removal of unused tanks.) | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| C2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| C3. Are you aware of defects in a well on the property or a well that serves the property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see s. NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| C4. Are you aware of a joint well serving this property? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| C5. Are you aware of a defect relating to a joint well serving this property? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| C6. Are you aware of defects in any septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |

C7. Explanation of "yes" responses

D. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

- | | YES | NO | N/A |
|---|----------------------------------|----------------------------------|-----------------------|
| D1. Have you received notice of a property tax increase, other than normal annual increases, or are you aware of a pending property tax reassessment? | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| D2. Are you aware of pending special assessments? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| D3. Are you aware of the property being located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| D4. Are you aware of any land division involving the property for which required state or local permits were not obtained? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| D5. Are you aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| D6. Are you aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |

D7. Explanation of "yes" responses

D1 - Property has not been fully assessed as of Nov. 2019

D5 - See attached village of Cottage Grove permit fees (revised 1-1-2020)

E. LAND USE

- | | YES | NO | N/A |
|--|----------------------------------|----------------------------------|-----------------------|
| E1. Are you aware of the property being part of or subject to a subdivision homeowners' association? | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| E2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| E3. Are you aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state or federal regulations? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| E4. Are you aware of any zoning code violations with respect to the property? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| E5. Are you aware of nonconforming uses of the property?
A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance. | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| E6. Are you aware of conservation easements on the property?
A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes. | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| E7. Are you aware of restrictive covenants or deed restrictions on the property? | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| E8. Are you aware of nonowners having rights to use part of the property, including, but not limited to, rights-of-way and easements other than recorded utility easements? | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| E9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| E10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486. | | | |
| a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2)) | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4)) | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |

Property is
zoned SR4

conversion charge has been paid

- | | YES | NO | N/A |
|---|-----------------------|----------------------------------|-----------------------|
| E11. Is all or part of the property subject to or in violation of a farmland preservation agreement?
Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit https://datcp.wi.gov/Pages/Programs_Services/FPAgreements.aspx for more information. | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| E12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| E13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.) | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| E14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property?
Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses. | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| E15. Are you aware there is not legal access to the property? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| E16. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information. | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| E17. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information). | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| E18. Are you aware of archeological artifacts, mineral rights, orchards, or endangered species on the property? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| E19. Are you aware of existing or abandoned manure storage facilities located on the property? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| E20. Are you aware that all or part of the property is enrolled in the managed forest land program?
The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit http://dnr.wi.gov/topic/forestry.html . | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |

E21. Explanation of "yes" responses

E1 - There is an active HOA, currently no charge (except one time fee of \$500 at closing of lot for mailbox) but will be charged in future (in the \$35-200 per year range)

F. ADDITIONAL INFORMATION

- | | YES | NO | N/A |
|--|----------------------------------|----------------------------------|-----------------------|
| F1. Are you aware of high voltage electric (100 kilo volts or greater) or steel natural gas transmission lines located on, but not directly serving, the property? | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| F2. Are you aware of flooding, standing water, drainage problems, or other water problems on or affecting the property? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F3. Are you aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F4. Are you aware of significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |

	YES	NO	N/A
F5. Are you aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the property or neighboring property?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
F6. Utility Connections. Are you aware that the property is connected to the following utilities on the property or at the lot line? (If "yes," indicate where the utility is located.)	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
a. Electricity <u>at lot line</u>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Municipal water <u>at lot line</u>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. Telephone <u>Charter Spectrum</u>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. Cable television <u>Charter Spectrum</u>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. Natural gas <u>at lot line or across street</u>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
f. Municipal sewer <u>at lot line</u>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
F7. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
F8. Are you aware of other defects affecting the property? Other defects may include items such as animal, reptile, or insect infestation; drainage easement or grading problems; excessive sliding; or any other defect or material condition.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
F9. Are you aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
F10. The owner has owned the property for <u>2</u> years.			
F11. Explanation of "yes" responses			
<u>F1 - There is natural gas easement on back of lots</u>			
<u>41-56 see attached.</u>			

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830.

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner [Signature] Date 11-14-2019

Owner _____ Date _____

Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____

Person _____ Items _____ Date _____

Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

VILLAGE OF COTTAGE GROVE – BUILDING PERMIT FEES RESIDENTIAL PROPERTIES

Fee Schedule: Penalty for failure to obtain a permit before starting work shall be double fees. This shall be in addition to any other penalties provided elsewhere in this ordinance. A processing fee of \$ 25.00 shall be assessed for each permit application that is returned.

Building Permit Fee Schedule to Include Total Square Footage:

State Seal	\$ 40.00
Administrative	5.0 cents per square foot
Plan Review	\$150.00
Building	6.0 cents per square foot
Plumbing	6.0 cents per square foot
Electrical	6.0 cents per square foot
HVAC	6.0 cents per square foot

Other Permit Fees:

Minimum Permit Fee	\$ 50.00 (with exception of re-roofing)
Re-Inspection Fee	\$ 50.00
Failure to call for Inspection	\$ 50.00

Starting construction prior to permit being issued by inspector: Double applicable fees.

Remodeling, Additions and/or Alterations (over \$ 50.00):

Re-Siding	\$ 85.00
Re-Roofing	\$ 35.00
Decks	\$ 130.00 for New Deck or \$65.00 for Replacement Deck
Garages & Outbuildings	\$ 65.00 Construction Only
	\$ 50.00 Electrical
	\$ 50.00 Plumbing
	\$ 50.00 HVAC

Land Disturbance Fees:

Disturbances 5,000 sq. feet to 20,000 sq. feet	\$ 100.00
Disturbances over 20,000 sq. feet	\$ 200.00
Park Development	\$ 1,500.00

Erosion Control Fees:

Deposit Required	\$ 500.00 (if erosion control is completed as required, a portion will be refunded)
Inspection/Administrative Fee	\$ 75.00

Miscellaneous Permits:

Permit for inspection of building to be moved PRIOR to moving	\$ 60.00
Permit for Moving building	\$ 50.00
Permit to remodel a residential building that was moved	\$ 500.00
Demolition Permit	\$ 250.00
Re-inspection Fee	\$ 50.00 each
Special Inspection Fee	\$ 50.00 each
Renewal of expired permit 1&2 Family	\$ 500.00 maximum

Water & Sewer Impact Fees:

Single Family:	Water: \$ 1,215.00	Sewer: \$ 2,055.00
Duplex	Water: \$ 2,041.00	Sewer: \$ 3,452.00
4-Unit	Water: \$ 2,576.00	Sewer: \$ 7,320.00

PLEASE NOTE: WHEN BUILDING PERMIT APPLICATIONS & PLANS ARE SUBMITTED, PAYMENT FOR WATER & SEWER IMPACT FEES IS DUE. PLEASE WRITE SEPARATE CHECKS FOR EACH FEE.

Village Inspectors:

General Engineering Company	James S. Trebian	608-697-7779 Cell 608-745-4070 Office
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RIGHT OF WAY GRANT

For and in consideration of Five and 0/100-- dollars (\$ 5.00) and other good and valuable consideration the receipt of which is hereby acknowledged, the undersigned "Grantor", (hereafter referred to as Grantor) hereby grants, conveys, and warrants to KOCH PIPE LINES, INC. ("Grantee" - a Wisconsin corporation with offices at P O Box 67, Cottage Grove, Minnesota 55016), an easement for a right of way to survey and clear the right of way of brush, trees and obstructions and to excavate for, construct, test, operate, maintain, inspect, repair, protect, replace, remove, abandon in place, a pipeline or pipelines and underground appurtenances, including cathodic protection apparatus used for corrosion control, for the transportation of gas, oil, petroleum or any of its products, which can be transported through a pipeline, over, through, upon, under and across a strip of land sixty (60) feet in width across the following described parcel situated in Dane County, Wisconsin

S/2 NW/4 SE/4 & NE/4 SE/4 Sec. 4-T7N-R11E; Dane County, Wisconsin

together with the right of entrance and exit to the foregoing strip at convenient points for such purposes and Grantor warrants the fee simple title to such parcel is in Grantor.

Grantor reserves the right to use and enjoy the surface of the right of way, but Grantor shall not interfere with the use of the same by Grantee for any of the purposes hereinabove granted, it being understood that no building, structure or obstruction other than fences shall be placed therein and that there shall be no alteration of the existing elevation of the ground surface thereof without the express written permission of the Grantee.

Grantee agrees, with respect to the exercise of its rights hereunder 1) to bury all pipe and appurtenances laid within the right of way to a sufficient depth so as not to interfere with normal tilling methods employed at the time of construction; 2) to restore the ground surface as nearly as practicable to the same contour and grade which existed immediately prior to the commencement of any work; 3) to provide suitable ditch crossovers during construction as reasonably needed by Grantor; 4) to properly support each side of a contemplated fence opening by suitable posts and braces before a fence is cut and where required, to provide a temporary gate; 5) to repair all fences and drainage systems that are cut and disturbed in a good and workmanlike manner; and 6) at its option, to restore, or pay the Grantor for any damages which may arise to, growing crops, trees, shrubbery or fences, from the initial or subsequent construction and any maintenance of the pipeline(s), if within 90 days of the occurrence of such damage, written notice is received by Grantee at its address above. If the damages are not mutually agreed upon, they shall be ascertained and determined by three disinterested persons, one of whom shall be appointed by the Grantor, one by the Grantee and the third by the two persons so appointed and the written award of any two of the three persons shall be final, conclusive and binding upon the parties hereto.

Should more than one pipeline be laid by Grantee under this grant at any time, an additional consideration equal to the consideration paid for the right of way granted herein shall be paid for each line so laid after the first line. Such additional pipeline(s), if any, shall be laid as nearly parallel, and as close as practicable, to the first pipeline installed hereunder.

Grantor acknowledges the signing of an Addendum to Right of Way Grant, dated this same date and attached hereto and made a part hereof, for and as a part of the above recited consideration.

The Grantee shall hold its rights in this Grant until a pipeline is constructed in the right of way and for so long thereafter as a pipeline is maintained thereon.

It is understood and agreed upon that this easement and all rights, privileges and obligations created herein, and in any Addendum which may be attached hereto, is assignable in whole or in part, shall run with the land and shall inure to the benefit of, and be binding upon, the legal representatives, heirs, devisees, successors and assigns of Grantor and Grantee.

This agreement may be executed in multiple counterparts and when done so each shall be deemed an original, all shall constitute one and the same instrument and shall be binding on each party executing any counterpart.

Grantor represents that the right of way above described (is) (is not) rented for the period from 1 - 1 - 1988 to 1 - 1 - 1988

Signed and delivered this 15 day of September 1988

WITNESSES:

GRANTORS:

(Individual)

ACKNOWLEDGEMENT Harrison & Wife

STATE OF WISCONSIN
COUNTY OF DANE

SS

The foregoing instrument was acknowledged before me this 15th day of September 1988 by Harrison & Wife

State of Wisconsin
My Commission Expires 4-2-91

(Corporate)

STATE OF WISCONSIN
COUNTY OF

SS

The foregoing instrument was acknowledged before me this day of corporation on behalf of the corporation

Notary Public
State of
My Commission Expires

Office of Register of Deeds
Dane County, Wisconsin
Recorded SEP 20 1988
Carol B. Mahn, Register

ADDENDUM TO RIGHT-OF-WAY GRANT
TO KOCH PIPELINES, INC.

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The undersigned Grantor (whether one or more) hereby acknowledges the signing of a right-of-way Grant (the "Grant") of even date herewith which conveys an easement to Koch Pipelines, Inc., the Grantee therein (the "Grantee"), and the prior receipt of:

- (1) a copy of the Wisconsin Department of Industry, Labor and Human Relations Pamphlet (the "Pamphlet") dated September, 1986, entitled "The Rights of Landowners under Wisconsin Eminent Domain Law—Procedures under section 32.06, Wisconsin Statutes";
- (2) a list of the owners of ten or more of the neighboring owners to whom offers are being made for, and a map showing all property affected by the pipeline project (the "Project") of which the Grant is a part; and further acknowledges having reviewed the Pamphlet, and being aware of the rights, remedies, requirements and conditions referred to therein, for consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor specifically waives the following:

(a) any right of Grantor to receive a full narrative appraisal from Grantee or for Grantor to obtain Grantor's own appraisal, the reasonable cost of which, if timely delivered to Grantee, would have been paid by Grantee;

(b) any right of Grantor to receive any further maps or names of owners relating to the Project;

(c) any requirement that Grantee prepare, serve on Grantor, or record, a certificate of compensation concerning the Grant;

(d) any requirement that a notice of the right to appeal the amount of compensation (the consideration paid and agreed to be paid in exchange for the Grant) be served by Grantee on Grantor, and any right Grantor may have to appeal within six (6) months the amount of compensation paid or agreed to be paid herein;

(e) any right of Grantor to receive a further offer because the presence of the Grant would create an uneconomic remnant;

(f) any right of Grantor to continue to occupy the area of the Grant to the exclusion of Grantee after the date of this Addendum;

(g) any right of Grantor to receive an offer for, and to accept, annual payments of compensation, as an alternative to the lump sum payment being paid by Grantee as consideration for the Grant and this Addendum.

and indemnifies and holds the Grantee harmless from any challenges by Grantor or others of the validity or enforceability of this Addendum.

Dated this 15 day of September, 1988.

In the Presence of:

Bruce H. Heffer

Grantor:

David Bowers

Angela C. Bowers
Husband + wife

State of Wisconsin)
County of Dane) ss.

The foregoing instrument was acknowledged before me this 15th day of September, 1988,
by David Bowers and Angela C. Bowers

Carol M. Miller Notary Public
Dane County, State of Wisconsin.
My Commission Expires 7-2-89

(Corporate)
State of Wisconsin)
County of Dane) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 198____,
by _____ a _____ corporation on behalf of the corporation.

State of _____ Notary Public
My Commission Expires _____

OWNERS SHALL NOT ALTER DRAINAGE PATTERNS OR
WITHOUT THE WRITTEN CONSENT OF THE COTTAGE GROVE
D.

13 AND 199-206 ARE SUBJECT TO SITE PLAN REVIEW BY THE LOTAGE GROVE PLAN COMMISSION, INCLUDING BUT NOT LIMITED TO LOCATION AND ORIENTATION, LANDSCAPING AND BERMING.

3) SANITARY SEWER EASEMENTS, AS SHOWN ON THE PLAN, ACCESS BY THE VILLAGE OF COTTAGE GROVE FOR AND MAINTENANCE OF SAID FACILITIES.

MIN THIS PLAT, SHALL COMPLY WITH THE VILLAGE APPROVED
UTROL PLAN. ON FILE AT THE VILLAGE HALL.

SHALL NOT HAVE ANY OPENINGS BELOW ELEVATION 920.0,
OF COTTAGE GROVE FOR DATUM, BENCH MARK AND SPECIAL
TAILS AND BUILDING ELEVATIONS FOR LOTS 57 AND 58.

14 AND 200-202 SHALL NOT HAVE ANY OPENINGS BELOW
E.25. SEE VILLAGE OF COTTAGE GROVE FOR DATUM
MARK INFORMATION.

76-87, 98, 99, 172 AND 173 ARE SUBJECT TO REQUIREMENTS TO THE FAA AND THE OPERATOR OF THE AIRPORT WHICH IS LOCATED NORTHEAST OF THIS PLAT. OF COTTAGE GROVE FOR NOTIFICATION REQUIREMENTS.

BASIS OF BEARINGS

THE EAST LINE OF THE SE 1/4 OF SECTION 4 IS ASSIGNED TO BEAR N037°8'03"E.

SCALE

$$1'' = 100$$


TED THIS 17th DAY OF December, 2003

NIEL A. PAULSON, REGISTERED LAND SURVEYOR, S-1699



TOWN OF COTTAGE GROVE

LANDS BY OTHERS

Gas & Utility Easements*

* Easements are highlighted in yellow

