

EASEMENT AGREEMENT

This agreement is made between Henry J. Schultz and Gloria Schultz (herein Schultz), Duane Loesel and Sandra J. Loesel (herein Loesel), and Buffalo County, Wisconsin.

1. Loesel owns part of the Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}$ of $NW\frac{1}{4}$) in Section 11, Township 21 North, Range 12 West, Town of Lincoln, Buffalo County, Wisconsin.
2. Schultz owns the Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4}$ of $NW\frac{1}{4}$) of Section 11, Township 21 North, Range 12 West, Town of Lincoln, Buffalo County, Wisconsin.
3. Loesel and Schultz grant to the County of Buffalo an easement for the construction of a water control structure on such land, as more particularly described in Project Number 715-21-92, as maintained in the office of the Land Conservation Department, Buffalo County Courthouse, Alma, Wisconsin.
4. Loesel and Schultz also grant to the County of Buffalo a flowage easement for lands described above lying behind the water control structure for the purposes of water retention.
5. Loesel and Schultz grant to the County of Buffalo and Loesel grants to Schultz an easement to the water control structure and adjacent areas for the purposes of maintenance including, but not limited to mowing and brushing of berm and pond area, removal of debris, inspection, maintenance and repair.

6. The Town of Lincoln agrees to keep the water control structure in good condition and to repair and to perform all necessary maintenance, including but not limited to mowing and brushing of berm and pond area, keeping the trash racks, outlet pipes and spillways free of obstructions, erosion prevention and repair. Schultz agrees to bear th cost of the repair and maintenance to the extent such cost is eligible for reimbursement or payment through the Waumandee Watershed funds or other applicable program. The Twon of Lincoln will bear any such cost not eligible for reimbursement or payment through the Waumandee Watershed funds or other applicable program.
7. Neither Loesel or Schultz shall allow any livestock on the berm. Either shall erect, maintain, and pay for any required fencing on their own land to keep livestock off the berm structure.
8. Schultz and Loesel agree not to alter the structure or obstruct any outlet or spillway without advance written consent of the Buffalo County Land Conservation Department.
9. This easement and the rights and responsibilities provided herein shall run with the land and shall bind the successors and assigns of all parties.
10. The Town of Lincoln agrees that it will move the existing town road running through the project area to relocate it to run across the top of the conservation structure and the Town will construct and maintain a 24 foot town road in that

location. The Township will construct a sufficient road base so as to prevent damage to the conservation structure and the road will be designed to not interfere with the design specifications of the project.

Dated: April 5, 1995 Henry J. Schultz
Henry J. Schultz

Dated: April 5, 1995 Gloria Schultz
Gloria Schultz

Dated: 4-28-95 Duane H. Loesel
Duane Loesel

Dated: 6-5-95 Sandra Loesel
Sandra J. Loesel

Dated: April 11, 1995 BY: Vernon V. Martzke
COUNTY OF BUFFALO
Vernon V. Martzke
County Board Chairman

Dated: April 11, 1995 Sandra Ebert
Sandra Ebert
County Clerk

Dated: April 5, 1995 BY: James Schmidtknecht
TOWN OF LINCOLN
James Schmidtknecht
Town Board Chairman

Dated: April 5, 1995 Henry J. Schultz
Henry J. Schultz
Town Clerk

This instrument was drafted by:

James Duvall, Corporation Counsel
Buffalo County
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