

**DECLARATION OF
INGRESS/EGRESS EASEMENT**

~~RE:~~ Land Set forth on the attached Exhibit A
(the "Property").

Declaration made this ____ day of
_____, 2022, by Bushnell
Ford, Inc.

WHEREAS, Bushnell Ford, Inc.
(hereinafter "Bushnell") is the owner of the
Property identified above; and

WHEREAS, the City of Lodi, Columbia
County, Wisconsin (hereinafter "Lodi") has
requested from Bushnell a Permanent Easement
for the following purposes: To install and

maintain a Blink IQ EV charging station, and to allow Lodi and members of the general
public as invitees and guests of Lodi, access to the EV charging station from Spring Street;
and

WHEREAS, Bushnell agrees to provide a permanent easement for ingress and egress
to Lodi for the purposes set forth above as provided for in this Declaration.

NOW, THEREFORE, it is hereby declared by Bushnell as follows:

1. Bushnell hereby grants and conveys to Lodi a Permanent easement for the purpose of
reasonable ingress and egress to use, service and maintain the EV charging station
and for pedestrian and vehicular traffic over the land described as follows:

A 30-foot wide strip of land measured directly south from the southern border
of the buildings located on the Bushnell property and bounded to the east by
the Spring Street right-of-way (hereinafter "the Easement Area").

Drafted by and Return To:
Paul A. Johnson
Boardman & Clark LLP
PO Box 256
Lodi, WI 53555

Parcel Identification Number(s)

2. Bushnell shall not obstruct Lodi's free and unobstructed use of the Easement Area in accordance with this Declaration. Any obstructions or impediments within the Easement Area may be removed, without notice, by Lodi and the cost of removal shall be borne by the owner causing or responsible for such obstruction.
3. Except as provided herein, Bushnell reserves and retains the full right to use the Easement Area; provided any such use shall not unreasonably interfere with or impede the ingress and egress rights through the Easement Area for the purposes set forth in this Declaration.
4. All costs of maintaining the charging station located within the Easement Area shall be borne by Lodi. Except as set forth in paragraph 5 below, all costs of maintaining the surface of the Easement Area shall be maintained by Bushnell.
5. Lodi, at the sole expense of Lodi, shall be responsible for any damage caused by it, its guests, or invitees, whether intentionally, through negligence or otherwise to the Easement Area. Lodi shall be responsible, at the sole expense of Lodi, for promptly making any needed repairs, restoring the Easement Area to the condition it was in prior to such damage. Lodi shall release, hold harmless, indemnify and defend Bushnell for any loss, damage or injury to persons or property arising from the use of the Easement Area.
6. All claims, disputes, and other matters or questions arising out of or related to this Declaration or breach thereof shall be decided in a court of competent jurisdiction located in Columbia County, Wisconsin. In the event it is already determined that the terms or conditions of this Declaration governing the Easement Area have been violated or breached, in addition to any other rights or remedies to which the non-defaulting party in litigation may be entitled, the defaulting party in litigation shall be obligated to pay all of the non-defaulting party's costs and expenses associated with enforcement of this Declaration whether incurred prior to or after the commencement of any lawsuit, including reasonable attorney fees.
7. The benefits and burdens of this Easement created herein shall run with the land and be binding upon Bushnell and Lodi, and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
8. The provisions of this Declaration may not be cancelled, terminated, released, amended or waived unless approved in a written agreement of the parties hereto and recorded in the Columbia County Register of Deeds office.
9. This agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

