

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

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**DECLARATION OF
UTILITY EASEMENTS**

Drafted Recorded by and

Return to:
Timothy F. Umland
Paradise, Van Note and
Umland LLC
725 Heartland Trail, Suite 300
Madison, WI 53717

062/0608-134-8100-4
Parcel Number

THIS DECLARATION OF UTILITY EASEMENTS (the **"Declaration"**) is executed as of the date listed below by Frostwood Farm VI, LLC, a Wisconsin limited liability company (the **"Declarant"**).

RECITALS :

A. The Declarant is the owner of certain real property located in Dane County, Wisconsin, as legally described on Exhibit A, attached hereto and incorporated herein by reference (the **"Property"**).

B. The Declarant has or will subject the Property to the condominium form of ownership pursuant to Chapter 703 of the Wisconsin Statutes (such condominium shall be referred to in this Declaration as the **"Frostwood Valley Condominium"**).

C. The Declarant wishes to create nonexclusive easements over portions of the Property described in Section 2 below and depicted on Exhibit B, attached hereto and incorporated herein by reference, for utility purposes under the terms of this Declaration.

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DECLARATION:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Declarant hereby declares as follows:

1. Grant of Easement. Subject to the terms of this Declaration, the Declarant grants a perpetual, non-exclusive easement on, across, under and over the Easement Areas described in Section 2 below for the construction, operation, maintenance, repair and replacement of utilities, including, without limitation, gas, electrical and municipal sewer and water (collectively, the “**Utility Improvements**”) serving the Property. Declarant reserves the right to use the Easement Areas for any purposes that will not unreasonably interfere with the use of the easement rights granted in this Declaration.

2. Easement Areas. As used in this Declaration, the term “**Easement Areas**” shall mean and refer to such portions of the Property within the following setbacks from the front, side and/or rear boundaries of the condominium units and common elements of Frostwood Valley Condominium. All references to Unit# and/or CE# shall have the meaning attributed to such Unit#/CE# on the Condominium Plat for Frostwood Valley Condominium.

The below setbacks are measured in feet.

<u>Unit#</u>	<u>Front</u>	<u>Rear</u>	<u>Side</u>	<u>Side</u>
Unit 1	12	12	12*	6
Unit 2	12	12	6	6
Unit 3	12	12	6	6
Unit 4	12	12	6**	NA
Unit 5	12	12	6***	12****
Unit 6	12	12	6	6
Unit 7	12	12	6*****	12*****
Unit 8	12	12	12	12
Unit 9	12	12	12	6*****
Unit 10	12	12	6	6
Unit 11	12	12	6	6
Unit 12	12	12	6	6
Unit 13	12	12	6	6
Unit 14	12	12	6	6
Unit 15	12	12	6	6
Unit 16	12	12	6	12*****

* From Fitchrona Road Right-of-Way

** From boundary with Unit 3

*** From boundary with Unit 6.

**** From boundary with CE#2.

***** From boundary with Unit 6.
***** From boundary with CE#2.
***** From boundary with Unit 10.
***** From boundary with CE#1.

<u>Common Element#</u>	<u>Easement Areas</u>
CE#1	12 feet from Fitchrona Road Right-of-Way.
CE#2	12 feet from CE#3.

2. Use of Easement. The easement rights granted in this Declaration include the right to enter upon the Easement Areas for the above purposes, including repairing, removing, replacing and installing the Utility Improvements. Declarant (i) shall not be responsible for the safe and proper design, construction, maintenance, upkeep, repair or replacement of the Utility Improvements; and (ii) shall (except as provided below) have no liability for any and all damages, expenses, or claims arising from the use of the Easement Areas and the maintenance and operation of the Utility Improvements, except to the extent such damages, expenses, or claims arise out of the negligence, willful misconduct, or intentional acts of Declarant.

3. Amendment. This Declaration may be amended by the recording of a written instrument executed by Declarant or its successors in interest. In the event that the Property is subject to the condominium form of ownership under Wisconsin law, the condominium association (the “**Association**”) shall be considered Declarant’s successor in interest under this Declaration. Declarant may assign its interest in this Declaration to the Association at any time. Upon Declarant’s assignment of its interest in this Declaration to the Association, the Declarant shall be fully released from any and all rights, responsibilities or obligations contained in this Declaration.

4. Covenants Run with Land. All terms and conditions in this Declaration, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Declarant, and its successors and assigns.

5. Non-Use. Non-use or limited use of the easement rights granted in this Declaration shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Declaration.

6. Governing Law. This Declaration shall be construed and enforced in accordance with the laws of the State of Wisconsin.

7. Invalidity. If any term or condition of this Declaration, or the application of this Declaration to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Declaration, 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 thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

8. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Declaration shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Declaration.

9. No Public Dedication. Nothing in this Declaration shall be deemed a gift or dedication of any portion of the easements granted under this Declaration to the general public or for any public purpose whatsoever.

10. Attorney Fees. If any action or suit is brought to enforce the provisions of this Declaration, the party who prevails in the action or suit shall be entitled to recover court costs and attorney fees from the other party.

[SIGNATURES ON FOLLOWING PAGE]

Dated the 17th day of July, 2025.

DECLARANT

Frostwood Farm VI, LLC, a Wisconsin limited liability company

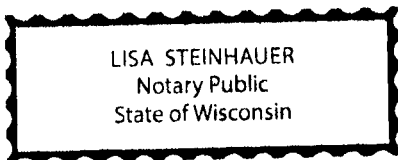
By:

C.J. Raymond
C.J. Raymond, Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

This instrument was acknowledged before me on July 17, 2025, by C.J. Raymond, Manager of Frostwood Farm VI, LLC, a Wisconsin limited liability company.



Lisa Steinbauer
Print Name: Lisa Steinbauer
Notary Public, State of Wisconsin
My commission expires: 09-20-2029

EXHIBIT A

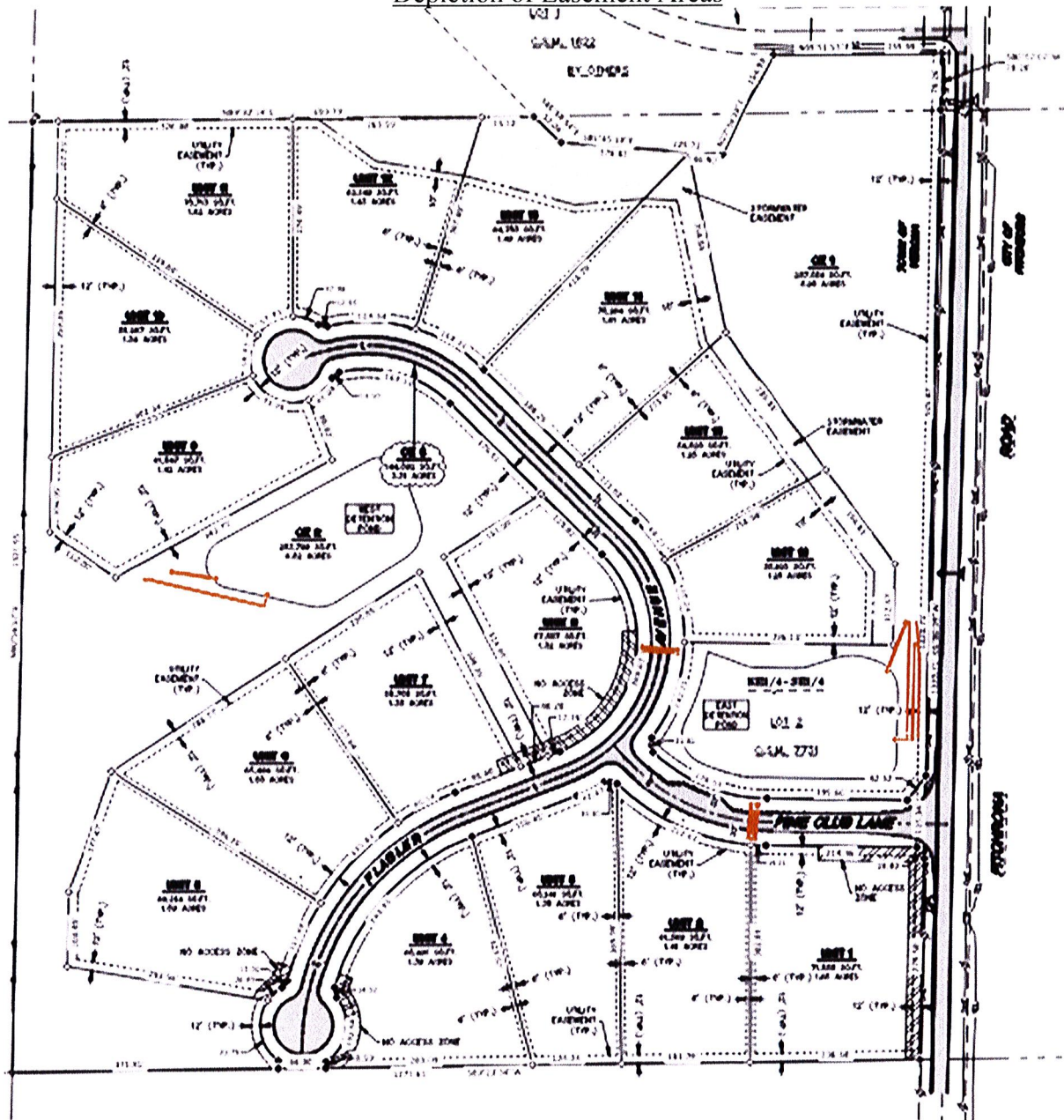
Legal Description of Property

Being a part of Lot 2, Certified Survey Map, No. 7731 as recorded in Volume 40, Certified Surveys, page 250 as Document No. 2659856 located in the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 13, Town 6 North, Range 8 East, Town of Verona, Dane County, Wisconsin, described as follows:

Commencing at the Southeast corner of Section 13;
thence North 01°00'09" East along the East line of the Southeast Quarter of Section 13, 1,319.79 feet to the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 13;
thence South 89°23'33" West, 33.01 feet to the point of beginning;
thence South 89°23'33" West along the South line of the Northeast Quarter of the Southeast Quarter of Section 13, 1,271.61 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter of Section 13;
thence North 00°56'57" East along the West line of the Northeast Quarter of the Southeast Quarter of Section 13, 1,321.95 feet to the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 13;
thence North 89°32'54" East along the North line of the Northeast Quarter of the Southeast Quarter of Section 13, 699.79 feet;
thence South 45°58'44" East, 52.04 feet;
thence South 85°45'19" East, 225.72 feet;
thence North 27°38'18" East, 154.93 feet to a point on the South right-of-way line of Tonto Trail;
thence North 89°51'54" East, 239.89 feet to a point on the West right-of-way line of Fitchrona Road;
thence South 00°57'07" West along the West right-of-way line of Fitchrona Road, 78.26 feet;
thence South 01°00'09" West along the West right-of-way line of Fitchrona Road, 1,320.71 feet to the point of beginning.
Containing 1,688,387 square feet, (38.76 acres), more or less.

EXHIBIT B

Depiction of Easement Areas



Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.