

EASEMENT SETTLEMENT AND RELEASE AGREEMENT

This Easement Settlement and Release Agreement (this "**Agreement**") is made and entered into as of **[DATE]** (the "**Effective Date**"), by and between Alan Blechl, Melanie Blechl, and Mark Westphal, each a natural person (collectively, "**Releasor**"), and the Town of Clayton, a municipal corporation located in Winnebago County, Wisconsin (the "**Town**"). Releasor and the Town shall each individually be referred to herein as a "**Party**" and, collectively, the "**Parties**."

RECITALS

WHEREAS, the Parties are owners of certain parcels of real property located in the Town of Clayton, Winnebago County, Wisconsin, as more particularly described in Exhibit A attached hereto and incorporated herein (the "**Property**");

WHEREAS, the Releasor has made certain legal claims and demands as described in a letter addressed to the Town dated July 19, 2024 (the "**Releasor Letter**");

WHEREAS, the Parties desire to resolve all disputes and claims that have arisen or may arise in the future regarding the Property, including disputes relating to access, use, or other rights associated therewith;

WHEREAS, the Town has agreed to grant Releasor a nonexclusive easement for ingress and egress benefiting the Property pursuant to the terms set forth in that certain Easement Agreement among the Parties dated on or about the date hereof (the "**Easement Agreement**");

WHEREAS, in consideration of the Town's execution of the Easement Agreement and other good and valuable consideration, Releasor has agreed to release and discharge the Town from any and all claims, demands, or disputes relating to or arising out of the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

TERMS OF AGREEMENT

The Parties acknowledge and agree that they are solely responsible for paying any attorneys' fees and costs they incurred and that neither Party nor its attorney(s) will seek any award of attorneys' fees or costs from the other Party, except as provided herein.

1. Consideration for Release. Releasor acknowledges and agrees that the Town's execution and delivery of the Easement Agreement, granting a nonexclusive easement for ingress and egress benefiting the Property, constitutes the sole and sufficient consideration for Releasor's release of claims as set forth in this Agreement. Releasor further acknowledges that this consideration is fair, adequate, and mutually agreed upon by the Parties.

2. Full Release. Releasor hereby irrevocably and unconditionally releases, waives, and forever discharges the Town, including its officers, employees, agents, representatives, successors, and assigns (the "**Released Parties**"), from any and all charges, complaints, claims, grievances, liabilities,

obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which Releasor has, or may have had, against the Town, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from or relating to: (i) the Property, (ii) all matters referenced in or related on any basis, perspective, or viewpoint to the Releasor Letter, (iii) any prior use, condition, or maintenance of the Property, (iv) any dispute or conflict regarding access to or use of the Property, and (vi) any other matter concerning the Town's rights, interests, or actions relating to the Property.

This Agreement resolves any claim for relief that is, or could have been alleged, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs, and attorneys' fees related to or arising from any action, agreement, matter, or claims set out in this paragraph.

3. Future Claims. Releasor covenants and agrees not to assert or bring any future claims against the Released Parties arising out of or relating to the Property except for claims arising solely from the Town's gross negligence or willful misconduct after the execution of this Agreement.

4. Acknowledgement of No Existing Claims. Releasor affirms that it has not filed with any governmental agency or court any type of action or report against the Town, and currently knows of no existing act or omission by the Town that may constitute a claim or liability excluded from the release in paragraph 2 above.

5. Acknowledgment of Settlement. Releasor acknowledges and agrees that (a) the consideration set forth in this Agreement, which includes, but is not limited to, the execution of the Easement Agreement, is in full settlement of all claims or losses of whatsoever kind or character that they have, or may ever have had, against the Released Parties, and (b) by signing this Agreement, and accepting the consideration provided herein and the benefits of it, Releasor is giving up forever any right to seek further relief from the Released Parties for any acts or omissions up to and including the Effective Date.

6. No Admission of Liability. Releasor acknowledges that the Easement Agreement was agreed upon as a compromise and final settlement of disputed claims and that the Town's execution thereof is not, and may not be construed as, an admission of liability by the Town and is not to be construed as an admission that the Town engaged in any wrongful, tortious, or unlawful activity. The Town specifically disclaims and denies (a) any liability to Releasor and (b) engaging in any wrongful, tortious, or unlawful activity.

7. Confidentiality of Agreement. The Parties expressly understand and agree that this Agreement and its contents (including, but not limited to, the fact of payment and the amounts to be paid hereunder) shall remain CONFIDENTIAL and shall not be disclosed to any third party whatsoever, except the Parties' counsel, accountants, financial advisors, tax professionals retained by them, any federal, state, or local governmental taxing or regulatory authority, and the Parties' management, officers, and Board of Directors and except as required by law or order of court. Any person identified in the preceding sentence to whom information concerning this Agreement is disclosed is bound by this confidentiality provision and the disclosing party shall be liable for any breaches of confidentiality by persons to whom he/she/it/they has/have disclosed information about this Agreement in accordance with this paragraph. Nothing contained in this paragraph shall prevent any Party from stating that the Parties

have "amicably resolved all differences," provided, however, that in so doing, the Parties shall not disclose the fact or amount of any payments made or to be made hereunder and shall not disclose any other terms of this Agreement or the settlement described herein. If any subpoena, order, or discovery request (the "**Document Request**") is received by any of the Parties hereto calling for the production of the Agreement, such Party shall promptly notify the other Party hereto prior to any disclosure of same. In such case, the subpoenaed Party shall: (a) make available as soon as practicable (and in any event prior to disclosure), for inspection and copying, a copy of the Agreement it intends to produce pursuant to the Document Request unless such disclosure is otherwise prohibited by law; and (b) to the extent possible, not produce anything in response to the Document Request for at least ten (10) business days following such notice. If necessary, the subpoenaed Party shall take appropriate actions to resist production, as permitted by law, so as to allow the Parties to try to reach agreement on what shall be produced. This paragraph is a material part of this Agreement.

8. Non-Disparagement. The Parties agree that, unless required to do so by legal process, neither Party shall make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, by word or gesture, to any person whatsoever, about the other Party, or the other Party's directors, officers, employees, attorneys, agents, or representatives.

For purposes of this paragraph, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character, or product quality of the person or entity to whom the communication relates.

9. Agreement is Legally Binding. The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs, and estates. Moreover, the persons and entities referred to in paragraph 1 above, but not a Party, are third-party beneficiaries of this Agreement.

10. Entire Agreement. The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the Parties hereto.

11. New or Different Facts: No Effect. Except as provided herein, this Agreement shall be, and remain, in effect despite any alleged breach of this Agreement or the discovery or existence of any new or additional fact, or any fact different from that which either Party now knows or believes to be true. Notwithstanding the foregoing, nothing in this Agreement shall be construed as, or constitute, a release of any Party's rights to enforce the terms of this Agreement.

12. Interpretation. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, this Agreement shall not be construed against either Party as the author or drafter of the Agreement.

13. Choice of Law. This Agreement and all related documents (including all exhibits attached hereto), and all matters arising out of or relating to this Agreement, whether sounding in

contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Wisconsin, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin.

14. Reliance on Own Counsel. In entering into this Agreement, the Parties acknowledge that they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by the other Party. The Parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other Party or by that other Party's agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise.

15. Counterparts. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Authority to Execute Agreement. By signing below, each Party warrants and represents that the person signing this Agreement on its behalf has authority to bind that Party and that the Party's execution of this Agreement is not in violation of any by-law, covenants, and/or other restrictions placed upon them by their respective entities.

READ THE FOREGOING DOCUMENT CAREFULLY. IT INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS.

EXHIBIT A

Lots 1 and 2 Legal Description

Owner: Mark Westphal

PIN 006-039107 described as: Lot Two (2) of CERTIFIED SURVEY MAP NO. 6543 recorded in Volume 1 of Certified Survey Maps on Page 6543 as Document No. 1574436; said map being all of Lot 1 of Certified Survey Map 1997, and all of Lot 1 of Certified Survey Map 6147, being part of the Northeast ¼, Northwest ¼, Southwest ¼, and Southeast ¼ of the Southeast ¼ of Section 14, Township 20 North Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

Owner: Melanie Blechl and Alan Blechl

PIN 006-0391 described as: Lot One (1) of Certified Survey Map No. 6543, recorded in the office of the Register of Deeds for Winnebago County, Wisconsin, on June 20, 2011, in Volume 1, Page 6543, as Document No. 1574436, being a part of the Southeast Quarter (SE 1/4) of Section 14, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

PIN 006-039104 described as: Lot Three (3) of Certified Survey Map No. 6543, recorded in Volume 1 of Certified Survey Maps on Page 6543 as Document No. 1574436; said map being all of Lot 1 of Certified Survey Map 1997, and all of Lot 1 of Certified Survey Map 6147, being part of the Northeast 1/4, Northwest 1/4, Southwest 1/4, and Southeast 1/4 of the Southeast 1/4 of Section 14, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

Lot 3 Legal Description

Owner: Town of Clayton

Parcel ID 006-039105 described as: Lot One (1) of Certified Survey Map 6174, recorded in the Winnebago County Register of Deeds Office in Volume 1 Page 6174 as Document Number 1452878, said Certified Survey Map being part of Certified Survey Map 6147 and part of the Southeast 1/4 of the Southeast 1/4, Section 14, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin.