

ENCROACHMENT AGREEMENT

Re: Lot 1 of Certified Survey Map 6827 recorded with the Columbia County Register of Deeds in Vol 51 of Records, page 75 as document Number 967274 (the "Property")

This Agreement made and entered into this 2nd day of September, 2025, by and between the City of Columbus, a Wisconsin Municipal Corporation (hereinafter "City") and Keith Loppnow and Andrea Loppnow (hereinafter "Loppnow").

WHEREAS, Loppnow is the owner of the Property located in the City of Columbus, Columbia County, Wisconsin; and

WHEREAS, a portion of the existing building on the Property encroaches into the Dickason Blvd. right-of-way by approximately 4 feet; and

WHEREAS, a portion of the proposed alteration of the building (Exhibit A) on the Property encroaches into the Dickason Blvd. right-of-way by approximately 4 feet; and

WHEREAS, the parties hereto have agreed that until such time as the building shall be destroyed, relocated, or in need of repair to greater than 50% of its 2025 assessed value, the building may remain as presently situated on the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. The portion of the building and improvements owned by Loppnow on the Property which presently encroaches into the Dickason Blvd right-of-way shall be and is hereby allowed to remain as is.

Drafted by and Return To:

Paul A. Johnson
Boardman & Clark LLP
PO Box 256
Lodi, WI 53555

11-211-45.03

Parcel Identification Number(s)

2. At such time as the building on the Property is destroyed, relocated, or in need of repair to greater than 50% of its 2025 assessed value, the building shall be moved so as not to encroach upon the Dickason Street right-of-way and to comply with all applicable City setbacks so that it is totally and completely within the Property owned by Loppnow.
3. This Agreement shall run with the land and is made and entered into for the benefit of the parties hereto and shall be binding upon them and upon their heirs, successors, personal representatives, agents, trustees and successors in interest.

Dated and approved this ____ day of _____, 2025.

By: _____
Keith Loppnow

By: _____
Andrea Loppnow

CITY OF COLUMBUS

By: _____
Joe Hammer, Mayor

By: _____
Susan Caine, City Clerk

AUTHENTICATION

Signatures of all signers to this Agreement, in their capacities indicated, are hereby authenticated this ____ day of _____, 2025.

Attorney Paul A. Johnson
Notary Public, State of Wisconsin
My Commission is Permanent.