

**TEMPORARY LIMITED EASEMENT  
AGREEMENT**

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**RE:** Lot 13, Caldwell’s Addition, in the City of Columbus, Columbia County, Wisconsin (hereinafter the “Property”)

and

Lot 7, Caldwell’s Addition in the City of Columbus, Columbia County, Wisconsin.

This Temporary Limited Easement Agreement made and entered into this \_\_\_\_ day of April, 2025, by and between the City of Columbus, a Wisconsin Municipal Corporation (hereinafter “City”) and Zachary A. Freter and Tanya M. Lester (hereinafter “Grantee”).

**WHEREAS**, City is the owner of the Property; and

**WHEREAS**, Grantee is the owner of Lot 7, Caldwell’s Addition, in the City of Columbus, Columbia County, Wisconsin, which abuts the Property; and

**WHEREAS**, the parties discovered that Grantee has been inadvertently using the Property for the purpose of maintaining a garden to provide fruits and vegetables for Grantee’s personal use; and

**WHEREAS**, City and Grantee have agreed that Grantee may continue to access the Property and use the Property for the purpose of maintaining a garden under the terms and conditions set forth in this Agreement.

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**Drafted by and Return To:**

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

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11211 1220 and 1214  
Parcel Identification Number(s)

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**NOW, THEREFORE,** for good and valuable consideration the receipt of which is hereby acknowledged, City and Grantee agree as follows:

1. City gives Grantee the right of ingress and egress to the Property by pedestrian and vehicular means for the purpose of maintaining the garden Grantee has situated on the Property and for other purposes as set forth in this Agreement.
2. Grantee is allowed to maintain the garden in its current size and location and is prohibited from expanding the garden from its current footprint.
3. Grantee is prohibited from installing any structures on the Property.
4. During the term of this Limited Easement, Grantee shall mow the grass on the Property and keep the grass at a height not to exceed 4 inches at all times. Grantee shall also keep the sidewalk free of snow and ice as required by City ordinance. If Grantee breaches the terms of this paragraph, Grantee consents to City mowing the grass or removing the snow and then imposing a special charge pursuant to §66.0627, Stats. upon Lot 7 of Caldwell's Addition as owned by Grantee.
5. Grantee, at its sole expense, shall be responsible for any damage caused by it, its guests, licensees, or invitees, whether intentionally, through negligence or otherwise, to the Property. Grantee shall be responsible, at the sole expense of Grantee, for promptly making any needed repairs to restore the Property to the condition it was in prior to such damage occurring. Grantee shall release, hold harmless, indemnify and defend the City for any loss, damage or injury to persons or property arising from Grantee's use of the Property.
6. This Agreement shall remain in full force and effect until such time as Grantee no longer resides on Lot 7 of Caldwell's Addition to the City of Columbus. This Agreement may also be terminated by City at any time upon 60 days' written notice to Grantee. At such time as this Agreement is terminated, Grantee shall be responsible for returning the Property to the condition it was in prior to the installation of the garden. If Grantee fails to return the Property to its prior state, the City may take all steps necessary to remove the garden and return the Property to its prior state and bill Grantee for the cost of returning the Property to its prior state.
7. This Agreement is personal to Grantee and may not be transferred or assigned to any other person or entity without the written consent of City.

\_\_\_\_\_  
Joseph Hammer, Mayor  
City of Columbus

\_\_\_\_\_  
Susan Caine, Clerk  
City of Columbus

\_\_\_\_\_  
Zachary A. Freter, Grantee

\_\_\_\_\_  
Tanya M. Lester, Grantee

**AUTHENTICATION**

Signatures of Joseph Hammer, Susan Caine,  
Zachary A. Freter and Tanya M. Lester  
in the capacities indicated, authenticated on  
this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Paul A. Johnson  
SBN: 1021492  
TITLE: MEMBER, STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_,  
authorized by Wis. Stat. §706.06)

***This instrument drafted by:***  
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