



Mineral Point, Wisconsin

CITY OF MINERAL POINT

137 HIGH STREET, SUITE 1
MINERAL POINT, WI 53565
608-987-2361

AMENDED AGENDA

CITY OF MINERAL POINT PUBLIC HEALTH & PROPERTY COMMITTEE MEETING

**Thursday, March 26, 2026, 5:30 pm
City Hall Community Room**

1. Call to Order, Roll Call, and Confirmation of Compliance with Open Meetings Law.
2. Approval of March 5, 2026, minutes.
3. Discussion and possible consideration of the request of the owner of 203 High St. for an encroachment upon the public right-of-way on Jail Alley.
4. Discussion and consideration of proposal by Brewery Creek Rentals, LLC for lots within the Brewery Creek Subdivision.
5. Discussion and consideration of public infrastructure easements related to the South and Commerce Streets Reconstruction Project.
6. Adjourn.

Agenda Posted and Distributed: Thursday, March 19, 2026.

Amended Agenda Posted and Distributed: Tuesday, March 24, 2026.

Reasonable accommodations for participation in this meeting by persons with disabilities, as defined by the Americans with Disabilities Act, will be made upon request and if feasible. Please contact the City Clerk's office (608-987-2361) at least 24 hours prior to the scheduled meeting so that necessary accommodations can be provided.

OFFICE OF THE CITY CLERK-TREASURER

Mayor – Danny Clark

City Administrator | Matthew Honer | administrator@cityofmineralpointwi.gov

City Clerk-Treasurer | Christy Skelding | cityclerk@cityofmineralpointwi.gov

MINUTES

CITY OF MINERAL POINT PUBLIC HEALTH AND PROPERTY COMMITTEE MEETING

Thursday, March 5, 2026 – 5:30 PM

City Hall Community Room

CALL TO ORDER/ROLL

The meeting was called to order by Chair Allendorf at 5:35 PM.

Chuck Allendorf	Present
Steph McKeon	Present
Alex Ramshur	Present
Others Present: Administrator Matthew Honer, Clerk-Treasurer Christy Skelding, Matt McKeon, Hans Larsen	

APPROVAL OF MINUTES – OCTOBER 21, 2025 MEETING

Motion (McKeon/Allendorf) to approve the minutes. Motion carried, all voting aye (3-0).

CONSIDERATION OF “CHICKEN PERMIT” FOR 10 COMMERCE STREET.

Motion (McKeon/Ramshur) to recommend Council approval of a Chicken Permit for 10 Commerce Street. Motion carried, all voting aye (3-0).

DISCUSSION AND CONSIDERATION OF FENCE ENCROACHMENT NEAR 9TH STREET LIFT STATION AND ENCROACHMENT OF THE 9TH STREET LIFT STATION.

Alder McKeon stated that at the back of her property is a city lift station and a fence that is owned by the neighbor to the south. In the fall, Dave Aschliman called Administrator Honer stating that he needed to replace his fence and would need to remove the trees that were over it. The trees were located on city property. Honer gave permission for the trees to come down. Once the fence was replaced, McKeon stated that it is now on city property. She would like to see the fence moved off of city property, a survey to be done by the neighboring property owner, and greenery replaced.

McKeon had a survey done of her property in November 2025. The survey shows there is encroachment by the city's lift station onto her property by approximately 3 to 4 feet. Mayor Clark stated that the shed that is on McKeon's property, is currently sitting on city property. According to the survey, the shed is located on a city right-of-way.

Committee members and the McKeon's agreed to the city abandoning the right-of-way where McKeon's shed is located, and in return, the McKeon's would give the city an easement for the panel of the lift station that is encroaching on their property. The city will also get an encroachment agreement put in place with Dave Aschliman in regards to the fence that is now sitting on city property.

Administrator Honer will contact the city's engineer to inquire what a lift station easement would look like. The city and the McKeon's want to ensure there is enough room in the easement to allow for vehicles to get down to the lift station and have room to maneuver without damaging property.

Motion (Allendorf/Ramshur) to recommend Council approval to draft an easement for the lift station, abandon the right-of-way that McKeon's shed is located on, and draft an encroachment agreement with Dave Aschliman. Motion carried, all voting aye, with Alder McKeon abstaining (2-0-1).

DISCUSSION AND CONSIDERATION OF THE OFFER RECEIVED FOR TAX PARCEL 251-0871.A ON COMMERCE STREET

The City is negotiating the sale of parcel 251-0871.A. The potential buyer discussed with Administrator Honer and stated they may be willing to offer \$7,000. Committee members agree with selling the parcel for \$7,000. The committee would also like the City abandon Liberty Street from 3rd Street to 4th Street.

Motion (McKeon/Allendorf) to recommend Council approval of the offer received for tax parcel 251-0871.A on Commerce Street, and to recommend the City abandon Liberty Street from 3rd Street to 4th Street. Motion carried, all voting aye (3-0).

DISCUSSION AND CONSIDERATION OF THE OFFER RECEIVED FOR TAX PARCEL 251-0662 ON HIGH STREET

Administrator Honer was contacted by an out-of-state developer who is purchasing the Masonic Temple on High Street. With this purchase, the buyer is also interested in acquiring the city-owned vacant parcel to the west of the Masonic Temple.

The buyer would like to turn the vacant parcel into a parking lot, including EV Charging Stations. The parking lot would provide an estimated minimum of 10 parking spots and would be open to the public during large events. However, since the buyer anticipates larger events taking place at the Masonic Temple after renovation, the same parking lot would make accommodating large groups that want to rent the Temple more feasible.

After discussion, the committee agreed that they would entertain an offer of \$75,000 on this parcel, and would like a developer's agreement in place to help define what could be done with the parcel.

Motion (Allendorf/Ramshur) to make a counter offer on the offer received for tax parcel 251-0871.A on High Street to include a \$75,000 sale of the parcel, requiring some green space, public parking, and taxable property. Motion carried, all voting aye (3-0).

DISCUSSION AND CONSIDERATION OF THE SALE OF THE STREETS DEPARTMENT PICK-UP TRUCK AND PURCHASE OF A BUCKET TRUCK.

The Streets Foreman would like to sell the recently purchased Ford pick-up truck and purchase a used bucket truck. The Streets Committee was in general agreement with the plan as presented by the Streets Foreman at the January Streets Committee meeting.

The truck has approximately 5,000 miles on it and the city would like to send it to public auction and put a reserve on it of approximately \$39,000. If the truck were to be sold, a bucket truck would be purchased for less than the sale amount.

Motion (Allendorf/Ramshur) to recommend further exploration and postpone selling the pick-up truck until the committee has more information on potential uses. Motion carried, all voting aye, with Alder McKeon voting no (2-1).

DISCUSSION AND CONSIDERATION OF SOLDIERS MEMORIAL PARK PARKING LOT AND TENNIS COURT RECONSTRUCTION GRANT APPLICATION.

An application for a WIDNR matching grant was submitted April 29, 2025. The City learned in September 2025 that the grant was not awarded to the City. Following the notice from WIDNR, conversations were had between the Tennis Association, the City Administrator, and WIDNR regarding potential changes to the grant for a re-application in 2026.

Working through the project with the Tennis Committee and Delta 3, the project was rescoped to have one tennis court, two pickleball courts, and to mill and overlay the parking lot, with an estimated project cost of \$690,500.

Honer believes the grant will be more challenging to secure this year. The city won't know until late fall 2026 if the grant will be awarded.

Motion (Ramshur/Allendorf) to recommend Council approval of Administrator Honer submitting the Soldiers Memorial Park Parking Lot and Tennis Court Reconstruction Grant Application. Motion carried, all voting aye (3-0).

ADJOURNMENT

Motion (Ramshur/McKeon) to adjourn the meeting at 7:00 PM. Motion carried, all voting aye (3-0).

PUBLIC INFRASTRUCTURE EASEMENT

TO ALL TO WHOM THESE PRESENTS SHALL COME:

This Public Infrastructure Easement Agreement ("Agreement") is by and between Hans and Ann Larsen, as grantors and owners of the property described herein ("GRANTOR"), and the City of Mineral Point, a Wisconsin municipal corporation, as Grantee ("City" or "GRANTEE"), to be effective on the date it has been executed by all parties.

1. Property Subject to Agreement. The real property subject to the Agreement is owned by the GRANTOR and located in the City of Mineral Point, Iowa County, Wisconsin, ("Parcel") which portion is more generally described as the Public Street and Utilities Easement on **Exhibit 1**, which is attached hereto and incorporated by reference ("Easement Area") and shown on the map attached hereto and incorporated by reference as **Exhibit 2**.

2. Grant of Easement. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the GRANTOR hereby grants to City a perpetual right and easement to survey, install, operate, maintain, alter, replace, repair, and remove, street components and to survey, construct, install, operate, maintain, alter, replace, repair, remove, and bury utilities on, over, in, under and through the Easement Area, along with any and all necessary supporting and incidental apparatus and facilities.

3. Right of Ingress and Egress. The GRANTOR hereby grants to City the right of ingress and egress on, to and through the Easement Area for the purpose of exercising the rights granted herein, including the right to manage and maintain the Easement Area.

4. Construction. GRANTEE shall notify GRANTOR prior to commencing construction with the intent of enabling the parties to work together in good faith to minimize any inconvenience during construction.

5. Restoration and Maintenance. The City shall restore, as best as practicable, the Easement Area to the condition existing prior to use of the same by the City. Restoration includes, but is not necessarily limited to, replacing topsoil and grass. Trees that are required to be removed to accomplish the construction and maintenance of the street components and utilities shall not be required to be restored. The duty to restore shall extend to disturbances of existing conditions, other than those arising out of ordinary use and operation, resulting from construction, installation, operation, maintenance, alteration, replacement, repair, removal or burial, of street components and utilities. Following completion of construction or other restoration, the GRANTOR will retain responsibility for general lawn mowing, lawn maintenance and landscaping.

RESERVED FOR RECORDING

RETURN TO:
City of Mineral Point
137 High Street, Suite 1
Mineral Point, WI 53565

251-0833-0000, 251-00832.1
PARCEL IDENTIFICATION NUMBER

6. GRANTOR's Continuing Right of Use; No Obstruction. The GRANTOR shall have the right to use the Easement Area for purposes not inconsistent with City's full enjoyment of the rights granted by this easement, provided that the GRANTOR shall not erect or construct any building or other permanent structures of any kind or plant any trees within said tract of land.

7. No Assumption by GRANTOR; Indemnification. By granting this easement, the GRANTOR is not assuming City's obligations with respect to construction, maintenance and/or repair of the street components and utilities. GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his/her successors and assigns. City shall indemnify, defend and hold harmless the GRANTOR, its employees and its agents, from any cost, claim, suit, liability and/or award which might come, be brought, or be assessed, resulting from City's and/or City's agent's acts or omissions with respect to construction, maintenance and/or repair of the storm sewer and sanitary sewer in the Easement Area or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed works of the City, except to the extent caused by the negligence or willful misconduct of the GRANTOR or the GRANTOR'S agents, employees, guests, invitees, and licensees. Nothing contained in this paragraph or Agreement is intended to be a waiver or estoppel of the GRANTEE or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.52, and 345.05. To the extent indemnification is available and enforceable, the GRANTEE or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

8. Voluntary Nature of Agreement. By executing this Agreement, the GRANTOR and City acknowledge, warrant and represent that each is entering this Agreement freely and voluntarily and that each has had the opportunity to obtain such legal and other counsel as each deems necessary and prudent.

9. Entire Agreement; Modifications Must Be Written. This Agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, not included herein shall be of any force or effect, and this Agreement supersedes any other oral or written agreements entered into between the parties on the subject matter herein. To be effective, any and all modifications must be in writing.

10. Representations and Warranties; Authority to Bind. By signing this Agreement, the parties warrant and represent, respectively, that he/she/it is the owner of the property described herein and that he/she/it has full authority to sign this Agreement and to bind the property accordingly.

11. Binding Effect on Successors and Assigns. This Agreement and the easements created hereby shall be binding upon and inure to benefit and burden the heirs, successors and assigns of the parties, it being the express intent that this Agreement be perpetual and run with the land.

12. Transferability to Public Utilities and Governmental Entities. City may, but is not required to, assign some or all of its rights under this Agreement to public utilities, governmental

entities or its successor in interest. With the exception of the foregoing, City shall not assign its rights under this Agreement without first obtaining the express written permission of the GRANTOR or GRANTOR'S successor in interest.

13. Non-Use; Waiver. Non-use or limited use of easement rights granted in this Agreement shall not prevent City from later use of the easement rights to the fullest extent authorized in this Agreement. 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 Agreement 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 Agreement.

14. Invalidity; Governing Law. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, 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. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

15. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or same counterpart.

[Signature page to follow]

IN WITNESS WHEREOF, the GRANTOR and City have hereunto set their hands and seals this _____ day of _____ 2026.

GRANTOR:

GRANTEE:

City of Mineral Point

By: Ann Larsen

By: Danny Clark, Mayor

By: Hans Larsen

Attest: Christy Skelding, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF IOWA)

Personally came before me this _____ day of _____ 2026, the above-named Hans Larsen and Ann Larsen, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

 (print name)
Notary Public, State of Wisconsin
My Commission expires _____.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF IOWA)

Personally came before me this _____ day of _____ 2026, the above-named Danny Clark, Mayor, and Christy Skelding, City Clerk, to me known to be the persons and officers who executed the foregoing instrument and acknowledge the same.

 (print name)
Notary Public, State of Wisconsin
My Commission expires _____.

Drafted by:

Attorney Eric Hagen
Boardman & Clark LLP
1038 Lincoln Avenue
Fennimore, WI 53809

EXHIBIT 1

A Public Street and Utilities Easement for the purpose of installation and maintenance of Roadway and public utilities facilities located in the NW1/4 of the NE 1/4 of Section 06, T 4 N, R 3 E, City of Mineral Point, Iowa County, Wisconsin, the boundary more fully described as follows:

Commencing at northeast corner of Lot 20 of Irvin's Addition to Mineral Point in Section 31, T 4 N, R 3 E being the Point of Beginning;

Thence South 00°32'19" East 373.80' along the west right-of-way line of S. Commerce Street;

Thence North 86°41'45" West 7.04';

Thence North 00°04'32" West 249.92;

Thence North 00°32'19" West 123.42' parallel to the west right of way of south Commerce Street to the south right-of-way of Front Street;

Thence North 89°27'41" East 5.00' East to the Point of Beginning of this easement.

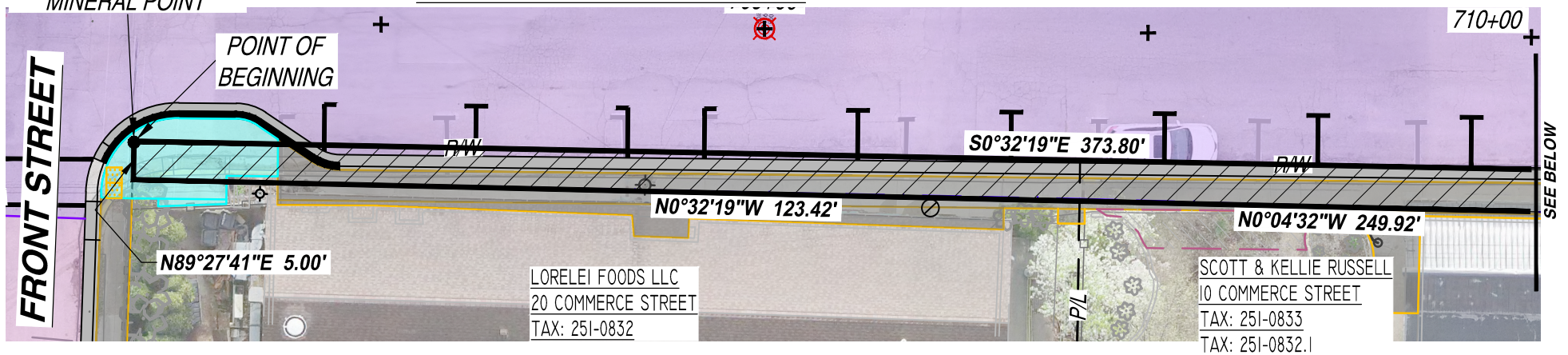
The above-described Public Street and Utilities Easement contains 0.05 acres, more or less, and is subject to any and all easements of record and/or usage.

EXHIBIT 2

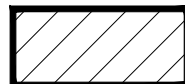
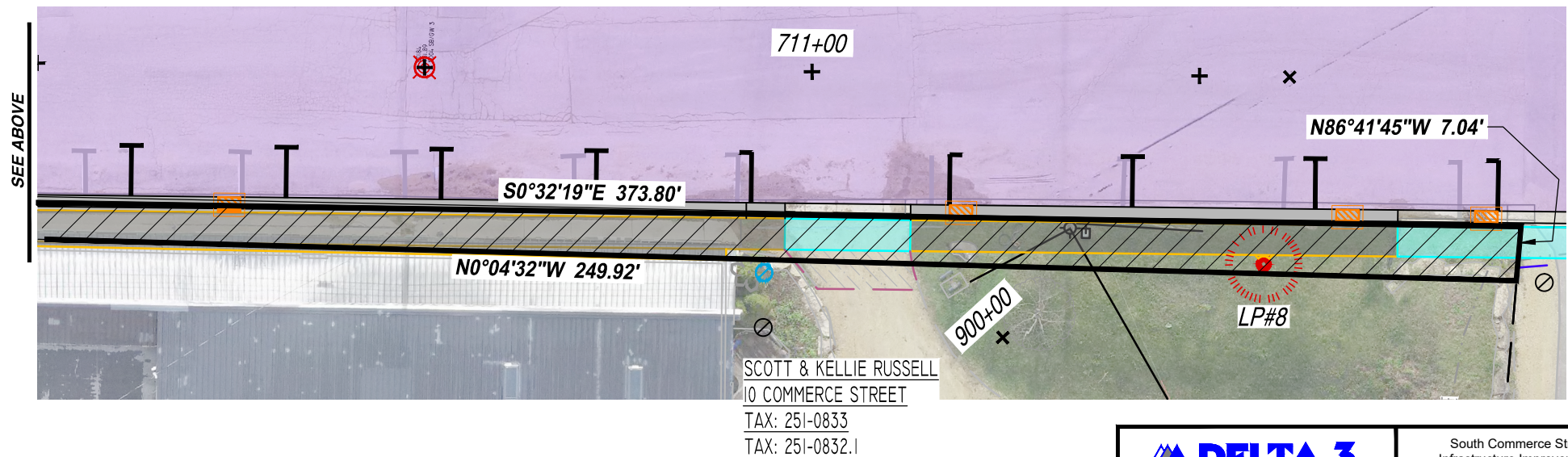


NORTHEAST CORNER
OF LOT 20 OF
IRVIN'S PLAT TO
MINERAL POINT

S. COMMERCE STREET



S. COMMERCE STREET



EASEMENT AREA

DELTA 3
EVERY ANGLE COVERED
PROFESSIONAL CIVIL, MUNICIPAL & STRUCTURAL ENGINEERING
GRANT WRITING • LAND DEVELOPMENT • PLANNING & CAD SERVICES
875 SOUTH CHESTNUT STREET PLATTENVILLE, WISCONSIN 53818 PHONE: (608) 348-5355
898 JACKSON STREET DUBUQUE, IOWA 52001 PHONE: (563) 542-8005

South Commerce Street
Infrastructure Improvements
Mineral Point, Wisconsin

Project No. D25-001	Drawn By: C.Coyler
Date: Jan. 19, 2026	Scale: 1" = 20'
For Questions Regarding this Project, Please Contact: Mr. Bart P. Nies, P.E. Delta 3 Engineering, Inc. Telephone: 608-348-5355	
Exhibit	

PUBLIC INFRASTRUCTURE EASEMENT

TO ALL TO WHOM THESE PRESENTS SHALL COME:

This Public Infrastructure Easement Agreement ("Agreement") is by and between Kellyns Properties LLC, as grantor and owners of the property described herein ("GRANTOR"), and the City of Mineral Point, a Wisconsin municipal corporation, as Grantee ("City" or "GRANTEE"), to be effective on the date it has been executed by all parties.

1. Property Subject to Agreement. The real property subject to the Agreement is owned by the GRANTOR and located in the City of Mineral Point, Iowa County, Wisconsin, ("Parcel") which portion is more generally described as the Public Street, Utilities Easement on **Exhibit 1**, which is attached hereto and incorporated by reference ("Easement Area") and shown on the map attached hereto and incorporated by reference as **Exhibit 2**.

2. Grant of Easement. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the GRANTOR hereby grants to City a perpetual right and easement to survey, install, operate, maintain, alter, replace, repair, and remove, street components and to survey, construct, install, operate, maintain, alter, replace, repair, remove, and bury utilities on, over, in, under and through the Easement Area, along with any and all necessary supporting and incidental apparatus and facilities.

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RESERVED FOR RECORDING

RETURN TO:
City of Mineral Point
137 High Street, Suite 1
Mineral Point, WI 53565

251-0848.01
PARCEL IDENTIFICATION NUMBER

6. GRANTOR's Continuing Right of Use; No Obstruction. The GRANTOR shall have the right to use the Easement Area for purposes not inconsistent with City's full enjoyment of the rights granted by this easement, provided that the GRANTOR shall not erect or construct any building or other permanent structures of any kind or plant any trees within said tract of land.

7. No Assumption by GRANTOR; Indemnification. By granting this easement, the GRANTOR is not assuming City's obligations with respect to construction, maintenance and/or repair of the street components and utilities. GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his/her successors and assigns. City shall indemnify, defend and hold harmless the GRANTOR, its employees and its agents, from any cost, claim, suit, liability and/or award which might come, be brought, or be assessed, resulting from City's and/or City's agent's acts or omissions with respect to construction, maintenance and/or repair of the storm sewer and sanitary sewer in the Easement Area or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed works of the City, except to the extent caused by the negligence or willful misconduct of the GRANTOR or the GRANTOR'S agents, employees, guests, invitees, and licensees. Nothing contained in this paragraph or Agreement is intended to be a waiver or estoppel of the GRANTEE or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.52, and 345.05. To the extent indemnification is available and enforceable, the GRANTEE or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

8. Voluntary Nature of Agreement. By executing this Agreement, the GRANTOR and City acknowledge, warrant and represent that each is entering this Agreement freely and voluntarily and that each has had the opportunity to obtain such legal and other counsel as each deems necessary and prudent.

9. Entire Agreement; Modifications Must Be Written. This Agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, not included herein shall be of any force or effect, and this Agreement supersedes any other oral or written agreements entered into between the parties on the subject matter herein. To be effective, any and all modifications must be in writing.

10. Representations and Warranties; Authority to Bind. By signing this Agreement, the parties warrant and represent, respectively, that he/she/it is the owner of the property described herein and that he/she/it has full authority to sign this Agreement and to bind the property accordingly.

11. Binding Effect on Successors and Assigns. This Agreement and the easements created hereby shall be binding upon and inure to benefit and burden the heirs, successors and assigns of the parties, it being the express intent that this Agreement be perpetual and run with the land.

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entities or its successor in interest. With the exception of the foregoing, City shall not assign its rights under this Agreement without first obtaining the express written permission of the GRANTOR or GRANTOR'S successor in interest.

13. Non-Use; Waiver. Non-use or limited use of easement rights granted in this Agreement shall not prevent City from later use of the easement rights to the fullest extent authorized in this Agreement. 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 Agreement 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 Agreement.

14. Invalidity; Governing Law. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, 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. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

15. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or same counterpart.

[Signature page to follow]

IN WITNESS WHEREOF, the GRANTOR and City have hereunto set their hands and seals this ____ day of _____ 2026.

GRANTOR:

Kellyns Properties LLC

GRANTEE:

City of Mineral Point

By: Lyndsey Knauer, Agent

By: Danny Clark, Mayor

Attest: Christy Skelding, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF IOWA)

Personally came before me this ____ day of _____ 2026, the above-named Lyndsey Knauer, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

 (print name)
Notary Public, State of Wisconsin
My Commission expires _____.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF IOWA)

Personally came before me this ____ day of _____ 2026, the above-named Danny Clark, Mayor, and Christy Skelding, City Clerk, to me known to be the persons and officers who executed the foregoing instrument and acknowledge the same.

 (print name)
Notary Public, State of Wisconsin
My Commission expires _____.

Drafted by:

Attorney Eric Hagen
Boardman & Clark LLP
1038 Lincoln Avenue
Fennimore, WI 53809

EXHIBIT 1

A Public Street, Utilities Easement for the purpose of installation and maintenance of roadway and public utilities facilities located in the NW1/4 of the NE 1/4 of Section 06, T 4 N, R 3 E, City of Mineral Point, Iowa County, Wisconsin, the boundary more fully described as follows:

Commencing at northeast corner of Lot 20 of Irvin's Addition to Mineral Point in Section 31, T 4 N, R 3 E Thence South 00°32'19" East 373.80' along the west right-of-way of south Commerce Street being the Point of Beginning;

Thence South 00°32'19" West 54.50' along the west right-of-way of south Commerce Street;

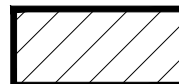
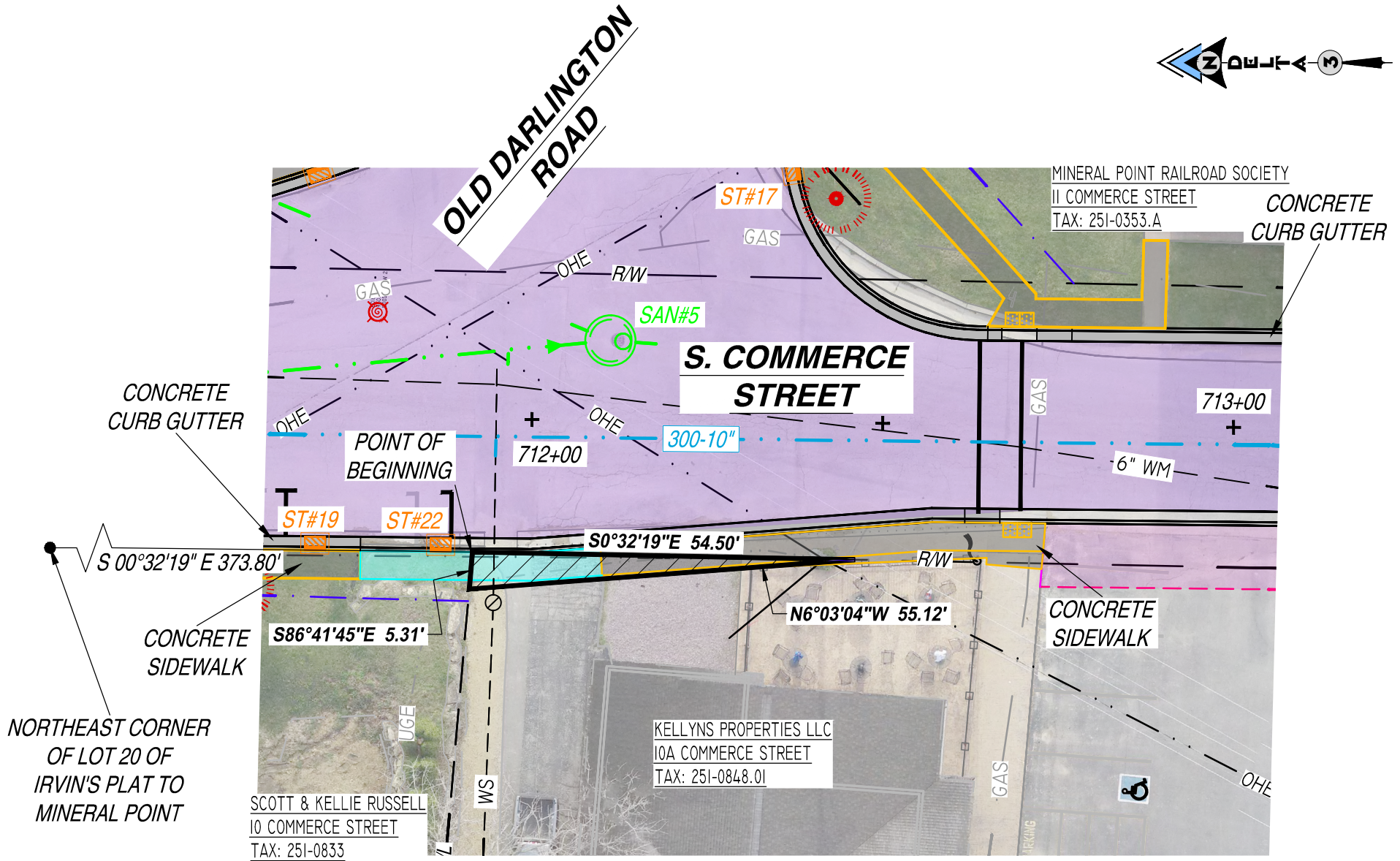
Thence North 06°03'04" West 55.12;

Thence South 86°41'45" West 5.31' to the Point of Beginning of this easement.

The above-described Public Street and Utilities Easement contains 145 square feet, more or less, and is subject to any and all easements of record and/or usage.

.

EXHIBIT 2



EASEMENT AREA

DELTA 3
EVERY ANGLE COVERED
PROFESSIONAL CIVIL, MUNICIPAL & STRUCTURAL ENGINEERING
GRANT WRITING • LAND DEVELOPMENT • PLANNING & CAD SERVICES
875 SOUTH CHESTNUT STREET PHONE: (608) 348-5355
PLATTENVILLE, WISCONSIN 53818
608 JACKSON STREET PHONE: (563) 542-8005
DUBUQUE, IOWA 52001

South Commerce Street
Infrastructure Improvements
Mineral Point, Wisconsin

Project No. D25-001	Drawn By: C. Coyler
Date: Jan. 19, 2026	Scale: 1" = 20'
For Questions Regarding this Project, Please Contact: Mr. Bart P. Nies, P.E. Delta 3 Engineering, Inc. Telephone: 608-348-5355	
Exhibit	

PUBLIC INFRASTRUCTURE EASEMENT

TO ALL TO WHOM THESE PRESENTS SHALL COME:

This Public Infrastructure Easement Agreement ("Agreement") is by and between Kyla M. Martensen, as grantor and owner of the property described herein ("GRANTOR"), and the City of Mineral Point, a Wisconsin municipal corporation, as Grantee ("City" or "GRANTEE"), to be effective on the date it has been executed by all parties.

1. Property Subject to Agreement. The real property subject to the Agreement is owned by the GRANTOR and located in the City of Mineral Point, Iowa County, Wisconsin, ("Parcel") which portion is more generally described as the Public Street, Utilities and Electrical Easement on **Exhibit 1**, which is attached hereto and incorporated by reference ("Easement Area") and shown on the map attached hereto and incorporated by reference as **Exhibit 2**.

2. Grant of Easement. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the GRANTOR hereby grants to City a perpetual right and easement to survey, install, operate, maintain, alter, replace, repair, and remove, street components and to survey, construct, install, operate, maintain, alter, replace, repair, remove, and bury utilities on, over, in, under and through the Easement Area, along with any and all necessary supporting and incidental apparatus and facilities. This easement is also granted for the purposes of constructing, installing, operating, maintaining, replacing, rebuilding, removing, relocating, inspecting, and patrolling electric facilities, including, but not limited to, wires, poles, conduit, underground work, and associated appurtenances for the transmission and distribution of electric current, communication facilities, and signals appurtenant thereto.

3. Right of Ingress and Egress. The GRANTOR hereby grants to City the right of ingress and egress on, to and through the Easement Area for the purpose of exercising the rights granted herein, including the right to manage and maintain the Easement Area.

4. Construction. GRANTEE shall notify GRANTOR prior to commencing construction with the intent of enabling the parties to work together in good faith to minimize any inconvenience during construction.

5. Restoration and Maintenance. The City shall restore, as best as practicable, the Easement Area to the condition existing prior to use of the same by the City. Restoration includes, but is not necessarily limited to, replacing topsoil and grass. Trees that are required to be removed to accomplish the construction and maintenance of the street components and utilities shall not be required to be restored. The duty to restore shall extend to disturbances of existing conditions, other than those arising out of ordinary use and operation, resulting from

RESERVED FOR RECORDING

RETURN TO:
City of Mineral Point
137 High Street, Suite 1
Mineral Point, WI 53565

251-0353
PARCEL IDENTIFICATION NUMBER

construction, installation, operation, maintenance, alteration, replacement, repair, removal or burial, of street components and utilities. Following completion of construction or other restoration, the GRANTOR will retain responsibility for general lawn mowing, lawn maintenance and landscaping.

6. GRANTOR's Continuing Right of Use; No Obstruction. The GRANTOR shall have the right to use the Easement Area for purposes not inconsistent with City's full enjoyment of the rights granted by this easement, provided that the GRANTOR shall not erect or construct any building or other permanent structures of any kind or plant any trees within said tract of land.

7. No Assumption by GRANTOR; Indemnification. By granting this easement, the GRANTOR is not assuming City's obligations with respect to construction, maintenance and/or repair of the street components and utilities. GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his/her successors and assigns. City shall indemnify, defend and hold harmless the GRANTOR, its employees and its agents, from any cost, claim, suit, liability and/or award which might come, be brought, or be assessed, resulting from City's and/or City's agent's acts or omissions with respect to construction, maintenance and/or repair of the storm sewer and sanitary sewer in the Easement Area or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed works of the City, except to the extent caused by the negligence or willful misconduct of the GRANTOR or the GRANTOR'S agents, employees, guests, invitees, and licensees. Nothing contained in this paragraph or Agreement is intended to be a waiver or estoppel of the GRANTEE or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.52, and 345.05. To the extent indemnification is available and enforceable, the GRANTEE or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

8. Voluntary Nature of Agreement. By executing this Agreement, the GRANTOR and City acknowledge, warrant and represent that each is entering this Agreement freely and voluntarily and that each has had the opportunity to obtain such legal and other counsel as each deems necessary and prudent.

9. Entire Agreement; Modifications Must Be Written. This Agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, not included herein shall be of any force or effect, and this Agreement supersedes any other oral or written agreements entered into between the parties on the subject matter herein. To be effective, any and all modifications must be in writing.

10. Representations and Warranties; Authority to Bind. By signing this Agreement, the parties warrant and represent, respectively, that he/she/it is the owner of the property described herein and that he/she/it has full authority to sign this Agreement and to bind the property accordingly.

11. Binding Effect on Successors and Assigns. This Agreement and the easements created hereby shall be binding upon and inure to benefit and burden the heirs, successors and assigns of

the parties, it being the express intent that this Agreement be perpetual and run with the land.

12. Transferability to Public Utilities and Governmental Entities. City may, but is not required to, assign some or all of its rights under this Agreement to public utilities, governmental entities or its successor in interest. With the exception of the foregoing, City shall not assign its rights under this Agreement without first obtaining the express written permission of the GRANTOR or GRANTOR'S successor in interest.

13. Non-Use; Waiver. Non-use or limited use of easement rights granted in this Agreement shall not prevent City from later use of the easement rights to the fullest extent authorized in this Agreement. 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 Agreement 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 Agreement.

14. Invalidity; Governing Law. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, 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. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

15. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or same counterpart.

[Signature page to follow]

IN WITNESS WHEREOF, the GRANTOR and City have hereunto set their hands and seals this ____ day of _____ 2026.

GRANTOR:

GRANTEE:

City of Mineral Point

Kyla M. Martensen

By: Danny Clark, Mayor

Attest: Christy Skelding, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF IOWA)

Personally came before me this ____ day of _____ 2026, the above-named Kyla M. Martensen, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

 (print name)
Notary Public, State of Wisconsin
My Commission expires _____.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF IOWA)

Personally came before me this ____ day of _____ 2026, the above-named Danny Clark, Mayor, and Christy Skelding, City Clerk, to me known to be the persons and officers who executed the foregoing instrument and acknowledge the same.

 (print name)
Notary Public, State of Wisconsin
My Commission expires _____.

Drafted by:

Attorney Eric Hagen
Boardman & Clark LLP
1038 Lincoln Avenue
Fennimore, WI 53809

EXHIBIT 1

A Public Street, Utilities and Electrical Easement for the purpose of installation and maintenance of roadway, public utilities, and electrical facilities located in the NW1/4 of the NE 1/4 of Section 06, T 4 N, R 3 E, City of Mineral Point, Iowa County, Wisconsin, the boundary more fully described as follows:

Commencing at northeast corner of Lot 20 of Irvin's Plat of Mineral Point in Section 31, T 4 N, R 3 E Thence South 00°32'19" East 86.23' along the west right-of-way line of S. Commerce Street;

Thence North 89°27'41" East 40.00' to the east right-of-way of S. Commerce Street and the Point of Beginning;

Continuing North 89°27'41" East 3.00';

Thence South 00°32'19" East 9.61' parallel to the east right-of-way of south Commerce Street;

Thence South 81°53'48" East 101.6 to the east property line as described in Vol 468, Pg 451;

Thence South 18°25'11" West 14.16 to the east corner of said property as described in Vol 468, Pg 451;

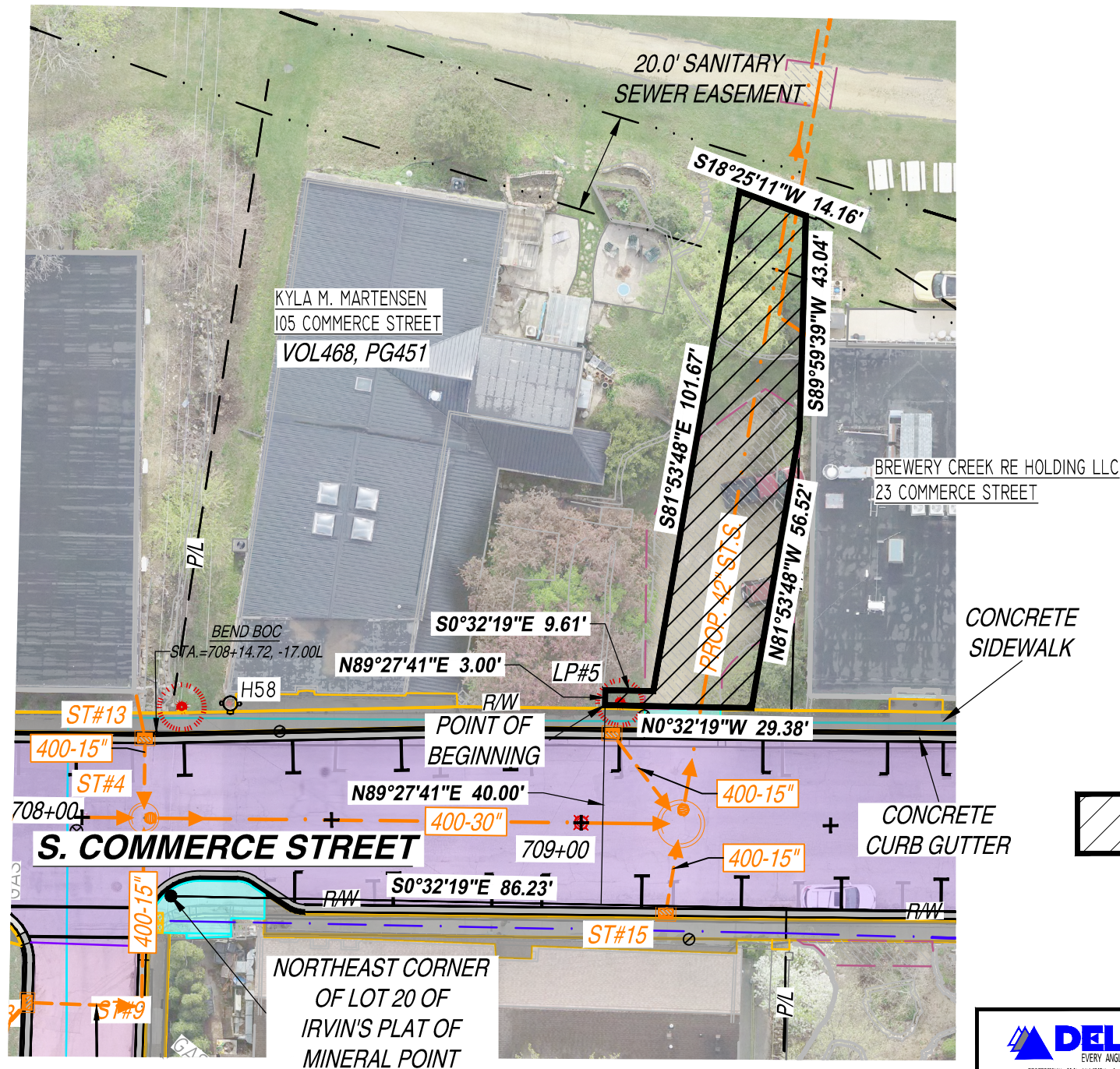
Thence South 89°59'39" west 43.04 along the south line of said property described in Vol 468, Pg451;

Thence North 81°53'48" West 56.52 to said east right-of-way of S. Commerce Street;

Thence North 00°32'19" West 29.38 to the Point of Beginning of this easement.

The above-described Public Street, Utilities and Electrical Easement contains 0.044 acres, more or less, and is subject to any and all easements of record and/or usage.

EXHIBIT 2



EASEMENT AREA

DELTA 3
EVERY ANGLE COVERED
PROFESSIONAL CIVIL, MUNICIPAL & STRUCTURAL ENGINEERING
GRANT WRITING • LAND DEVELOPMENT • PLANNING & CAD SERVICES
875 SOUTH CHESTNUT STREET PLATTENVILLE, WISCONSIN 53818 PHONE: (608) 348-5355
696 JACKSON STREET DUBUQUE, IOWA 52001 PHONE: (563) 542-8005

South Commerce Street Infrastructure Improvements Mineral Point, Wisconsin	
Project No. D25-001	Drawn By: C. Coyler
Date: Jan. 19, 2026	Scale: 1" = 30'
For Questions Regarding this Project, Please Contact: Mr. Bart P. Nies, P.E. Delta 3 Engineering, Inc. Telephone: 608-348-5355	
Exhibit	

PUBLIC INFRASTRUCTURE EASEMENT

TO ALL TO WHOM THESE PRESENTS SHALL COME:

This Public Infrastructure Easement Agreement ("Agreement") is by and between Lorelei Foods LLC, as grantor and owners of the property described herein ("GRANTOR"), and the City of Mineral Point, a Wisconsin municipal corporation, as Grantee ("City" or "GRANTEE"), to be effective on the date it has been executed by all parties.

1. Property Subject to Agreement. The real property subject to the Agreement is owned by the GRANTOR and located in the City of Mineral Point, Iowa County, Wisconsin, ("Parcel") which portion is more generally described as the Public Street and Utilities Easement on **Exhibit 1**, which is attached hereto and incorporated by reference ("Easement Area") and shown on the map attached hereto and incorporated by reference as **Exhibit 2**.

2. Grant of Easement. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the GRANTOR hereby grants to City a perpetual right and easement to survey, install, operate, maintain, alter, replace, repair, and remove, street components and to survey, construct, install, operate, maintain, alter, replace, repair, remove, and bury utilities on, over, in, under and through the Easement Area, along with any and all necessary supporting and incidental apparatus and facilities.

3. Right of Ingress and Egress. The GRANTOR hereby grants to City the right of ingress and egress on, to and through the Easement Area for the purpose of exercising the rights granted herein, including the right to manage and maintain the Easement Area.

4. Construction. GRANTEE shall notify GRANTOR prior to commencing construction with the intent of enabling the parties to work together in good faith to minimize any inconvenience during construction.

5. Restoration and Maintenance. The City shall restore, as best as practicable, the Easement Area to the condition existing prior to use of the same by the City. Restoration includes, but is not necessarily limited to, replacing topsoil and grass. Trees that are required to be removed to accomplish the construction and maintenance of the street components and utilities shall not be required to be restored. The duty to restore shall extend to disturbances of existing conditions, other than those arising out of ordinary use and operation, resulting from construction, installation, operation, maintenance, alteration, replacement, repair, removal or burial, of street components and utilities. Following completion of construction or other restoration, the GRANTOR will retain responsibility for general lawn mowing, lawn maintenance and landscaping.

RESERVED FOR RECORDING

RETURN TO:
City of Mineral Point
137 High Street, Suite 1
Mineral Point, WI 53565

251-0832-0000
PARCEL IDENTIFICATION NUMBER

6. GRANTOR's Continuing Right of Use; No Obstruction. The GRANTOR shall have the right to use the Easement Area for purposes not inconsistent with City's full enjoyment of the rights granted by this easement, provided that the GRANTOR shall not erect or construct any building or other permanent structures of any kind or plant any trees within said tract of land.

7. No Assumption by GRANTOR; Indemnification. By granting this easement, the GRANTOR is not assuming City's obligations with respect to construction, maintenance and/or repair of the street components and utilities. GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his/her successors and assigns. City shall indemnify, defend and hold harmless the GRANTOR, its employees and its agents, from any cost, claim, suit, liability and/or award which might come, be brought, or be assessed, resulting from City's and/or City's agent's acts or omissions with respect to construction, maintenance and/or repair of the storm sewer and sanitary sewer in the Easement Area or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed works of the City, except to the extent caused by the negligence or willful misconduct of the GRANTOR or the GRANTOR'S agents, employees, guests, invitees, and licensees. Nothing contained in this paragraph or Agreement is intended to be a waiver or estoppel of the GRANTEE or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.52, and 345.05. To the extent indemnification is available and enforceable, the GRANTEE or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

8. Voluntary Nature of Agreement. By executing this Agreement, the GRANTOR and City acknowledge, warrant and represent that each is entering this Agreement freely and voluntarily and that each has had the opportunity to obtain such legal and other counsel as each deems necessary and prudent.

9. Entire Agreement; Modifications Must Be Written. This Agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, not included herein shall be of any force or effect, and this Agreement supersedes any other oral or written agreements entered into between the parties on the subject matter herein. To be effective, any and all modifications must be in writing.

10. Representations and Warranties; Authority to Bind. By signing this Agreement, the parties warrant and represent, respectively, that he/she/it is the owner of the property described herein and that he/she/it has full authority to sign this Agreement and to bind the property accordingly.

11. Binding Effect on Successors and Assigns. This Agreement and the easements created hereby shall be binding upon and inure to benefit and burden the heirs, successors and assigns of the parties, it being the express intent that this Agreement be perpetual and run with the land.

12. Transferability to Public Utilities and Governmental Entities. City may, but is not required to, assign some or all of its rights under this Agreement to public utilities, governmental

entities or its successor in interest. With the exception of the foregoing, City shall not assign its rights under this Agreement without first obtaining the express written permission of the GRANTOR or GRANTOR'S successor in interest.

13. Non-Use; Waiver. Non-use or limited use of easement rights granted in this Agreement shall not prevent City from later use of the easement rights to the fullest extent authorized in this Agreement. 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 Agreement 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 Agreement.

14. Invalidity; Governing Law. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, 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. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

15. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or same counterpart.

[Signature page to follow]

IN WITNESS WHEREOF, the GRANTOR and City have hereunto set their hands and seals this ____ day of _____ 2026.

GRANTOR:

Lorelei Foods LLC

GRANTEE:

City of Mineral Point

By: Wendy Dueling, Agent

By: Danny Clark, Mayor

Attest: Christy Skelding, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF IOWA)

Personally came before me this ____ day of _____ 2026, the above-named Wendy Dueling, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

(print name)
Notary Public, State of Wisconsin
My Commission expires _____.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF IOWA)

Personally came before me this ____ day of _____ 2026, the above-named Danny Clark, Mayor, and Christy Skelding, City Clerk, to me known to be the persons and officers who executed the foregoing instrument and acknowledge the same.

(print name)
Notary Public, State of Wisconsin
My Commission expires _____.

Drafted by:

Attorney Eric Hagen
Boardman & Clark LLP
1038 Lincoln Avenue
Fennimore, WI 53809

EXHIBIT 1

A Public Street and Utilities Easement for the purpose of installation and maintenance of roadway and public utilities facilities located in the NW1/4 of the NE 1/4 of Section 06, T 4 N, R 3 E, City of Mineral Point, Iowa County, Wisconsin, the boundary more fully described as follows:

Commencing at northeast corner of Lot 20 of Irvin's Addition to Mineral Point in Section 31, T 4 N, R 3 E being the Point of Beginning;

Thence South 00°32'19" East 373.80' along the west right-of-way of south Commerce Street;

Thence North 86°41'45" West 7.04';

Thence North 00°04'32" West 249.92;

Thence North 00°32'19" West 123.42' parallel to the west right of way of south Commerce Street to the south right-of-way of Front Street;

Thence North 89°27'41" East 5.00' East to the Point of Beginning of this easement.

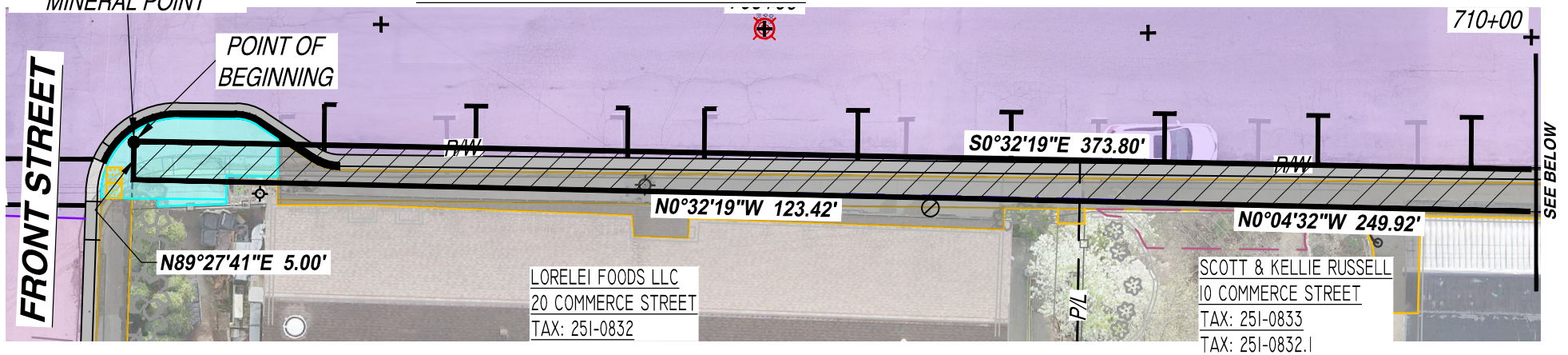
The above-described Public Street and Utilities Easement contains 0.05 acres, more or less, and is subject to any and all easements of record and/or usage.

EXHIBIT 2

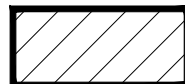
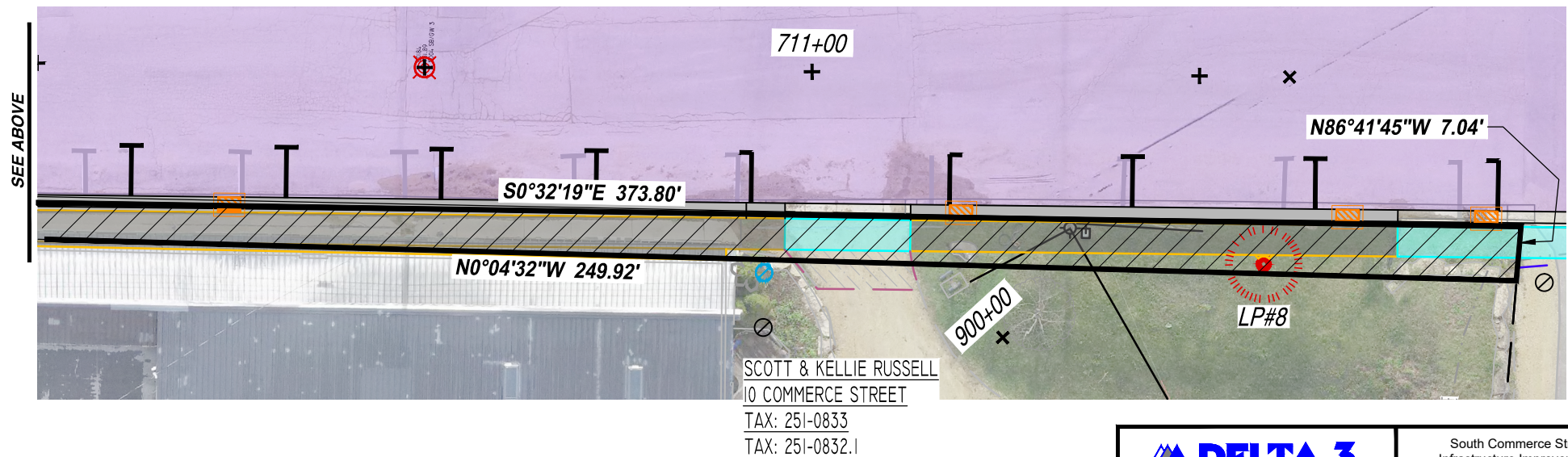


NORTHEAST CORNER
OF LOT 20 OF
IRVIN'S PLAT TO
MINERAL POINT

S. COMMERCE STREET



S. COMMERCE STREET



EASEMENT AREA

DELTA 3
EVERY ANGLE COVERED
PROFESSIONAL CIVIL, MUNICIPAL & STRUCTURAL ENGINEERING
GRANT WRITING • LAND DEVELOPMENT • PLANNING & CAD SERVICES
875 SOUTH CHESTNUT STREET PLATTENVILLE, WISCONSIN 53818 PHONE: (608) 348-5355
898 JACKSON STREET DUBUQUE, IOWA 52001 PHONE: (563) 542-8005

South Commerce Street
Infrastructure Improvements
Mineral Point, Wisconsin

Project No. D25-001	Drawn By: C. Coyer
Date: Jan. 19, 2026	Scale: 1" = 20'
For Questions Regarding this Project, Please Contact: Mr. Bart P. Nies, P.E. Delta 3 Engineering, Inc. Telephone: 608-348-5355	
Exhibit	

PUBLIC INFRASTRUCTURE EASEMENT

TO ALL TO WHOM THESE PRESENTS SHALL COME:

This Public Infrastructure Easement Agreement ("Agreement") is by and between Mineral Point Railroad Society, Inc., as grantor and owner of the property described herein ("GRANTOR"), and the City of Mineral Point, a Wisconsin municipal corporation, as Grantee ("City" or "GRANTEE"), to be effective on the date it has been executed by all parties.

1. Property Subject to Agreement. The real property subject to the Agreement is owned by the GRANTOR and located in the City of Mineral Point, Iowa County, Wisconsin, ("Parcel") which portion is more generally described as the Public Street, Utilities and Electrical Easement on **Exhibit 1**, which is attached hereto and incorporated by reference ("Easement Area") and shown on the map attached hereto and incorporated by reference as **Exhibit 2**.

2. Grant of Easement. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the GRANTOR hereby grants to City a perpetual right and easement to survey, install, operate, maintain, alter, replace, repair, and remove, street components and to survey, construct, install, operate, maintain, alter, replace, repair, remove, and bury utilities on, over, in, under and through the Easement Area, along with any and all necessary supporting and incidental apparatus and facilities. This easement is also granted for the purposes of constructing, installing, operating, maintaining, replacing, rebuilding, removing, relocating, inspecting, and patrolling electric facilities, including, but not limited to, wires, poles, conduit, underground work, and associated appurtenances for the transmission and distribution of electric current, communication facilities, and signals appurtenant thereto.

3. Right of Ingress and Egress. The GRANTOR hereby grants to City the right of ingress and egress on, to and through the Easement Area for the purpose of exercising the rights granted herein, including the right to manage and maintain the Easement Area.

4. Construction. GRANTEE shall notify GRANTOR prior to commencing construction with the intent of enabling the parties to work together in good faith to minimize any inconvenience during construction.

5. Restoration and Maintenance. The City shall restore, as best as practicable, the Easement Area to the condition existing prior to use of the same by the City. Restoration includes, but is not necessarily limited to, replacing topsoil and grass. Trees that are required to be removed to accomplish the construction and maintenance of the street components and utilities shall not be required to be restored. The duty to restore shall extend to disturbances of existing conditions, other than those arising out of ordinary use and operation, resulting from

RESERVED FOR RECORDING

RETURN TO:
City of Mineral Point
137 High Street, Suite 1
Mineral Point, WI 53565

251-0353.A
PARCEL IDENTIFICATION NUMBER

construction, installation, operation, maintenance, alteration, replacement, repair, removal or burial, of street components and utilities. Following completion of construction or other restoration, the GRANTOR will retain responsibility for general lawn mowing, lawn maintenance and landscaping.

6. GRANTOR's Continuing Right of Use; No Obstruction. The GRANTOR shall have the right to use the Easement Area for purposes not inconsistent with City's full enjoyment of the rights granted by this easement, provided that the GRANTOR shall not erect or construct any building or other permanent structures of any kind or plant any trees within said tract of land.

7. No Assumption by GRANTOR; Indemnification. By granting this easement, the GRANTOR is not assuming City's obligations with respect to construction, maintenance and/or repair of the street components and utilities. GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his/her successors and assigns. City shall indemnify, defend and hold harmless the GRANTOR, its employees and its agents, from any cost, claim, suit, liability and/or award which might come, be brought, or be assessed, resulting from City's and/or City's agent's acts or omissions with respect to construction, maintenance and/or repair of the storm sewer and sanitary sewer in the Easement Area or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed works of the City, except to the extent caused by the negligence or willful misconduct of the GRANTOR or the GRANTOR'S agents, employees, guests, invitees, and licensees. Nothing contained in this paragraph or Agreement is intended to be a waiver or estoppel of the GRANTEE or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.52, and 345.05. To the extent indemnification is available and enforceable, the GRANTEE or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

8. Voluntary Nature of Agreement. By executing this Agreement, the GRANTOR and City acknowledge, warrant and represent that each is entering this Agreement freely and voluntarily and that each has had the opportunity to obtain such legal and other counsel as each deems necessary and prudent.

9. Entire Agreement; Modifications Must Be Written. This Agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, not included herein shall be of any force or effect, and this Agreement supersedes any other oral or written agreements entered into between the parties on the subject matter herein. To be effective, any and all modifications must be in writing.

10. Representations and Warranties; Authority to Bind. By signing this Agreement, the parties warrant and represent, respectively, that he/she/it is the owner of the property described herein and that he/she/it has full authority to sign this Agreement and to bind the property accordingly.

11. Binding Effect on Successors and Assigns. This Agreement and the easements created hereby shall be binding upon and inure to benefit and burden the heirs, successors and assigns of

the parties, it being the express intent that this Agreement be perpetual and run with the land.

12. Transferability to Public Utilities and Governmental Entities. City may, but is not required to, assign some or all of its rights under this Agreement to public utilities, governmental entities or its successor in interest. With the exception of the foregoing, City shall not assign its rights under this Agreement without first obtaining the express written permission of the GRANTOR or GRANTOR'S successor in interest.

13. Non-Use; Waiver. Non-use or limited use of easement rights granted in this Agreement shall not prevent City from later use of the easement rights to the fullest extent authorized in this Agreement. 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 Agreement 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 Agreement.

14. Invalidity; Governing Law. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, 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. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

15. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or same counterpart.

[Signature page to follow]

IN WITNESS WHEREOF, the GRANTOR and City have hereunto set their hands and seals this ____ day of _____ 2026.

GRANTOR:

Mineral Point Railroad Society, Inc.

GRANTEE:

City of Mineral Point

By: Ed Spitzbarth, Agent

By: Danny Clark, Mayor

Attest: Christy Skelding, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF IOWA)

Personally came before me this ____ day of _____ 2026, the above-named Ed Spitzbarth, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

(print name)
Notary Public, State of Wisconsin
My Commission expires _____.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF IOWA)

Personally came before me this ____ day of _____ 2065, the above-named Danny Clark, Mayor, and Christy Skelding, City Clerk, to me known to be the persons and officers who executed the foregoing instrument and acknowledge the same.

(print name)
Notary Public, State of Wisconsin
My Commission expires _____.

Drafted by:

Attorney Eric Hagen
Boardman & Clark LLP
1038 Lincoln Avenue
Fennimore, WI 53809

EXHIBIT 1

A Public Street, Utilities and Electrical Easement for the purpose of installation and maintenance of roadway, public utilities, and electrical facilities located in the NW1/4 of the NE 1/4 of Section 06, T 4 N, R 3 E, City of Mineral Point, Iowa County, Wisconsin, the boundary more fully described as follows:

Commencing at northeast corner of Lot 20 of Irvin's Plat of Mineral Point in Section 31, T 4 N, R 3 E Thence South 00°32'19" East 167.13' along the west right-of-way line of S. Commerce Street;

Thence North 89°44'02" East 40.00' to the east right-of-way of south Commerce Street and the Point of Beginning;

Continuing North 89°44'02" East 5.00'

Thence South 00°32'19" East 127.91' parallel to the east right-of-way of south Commerce Street;

Thence South 12°48'48" East 33.74';

Thence South 43°56'06" East 44.24';

Thence South 00°30'30" East 96.01';

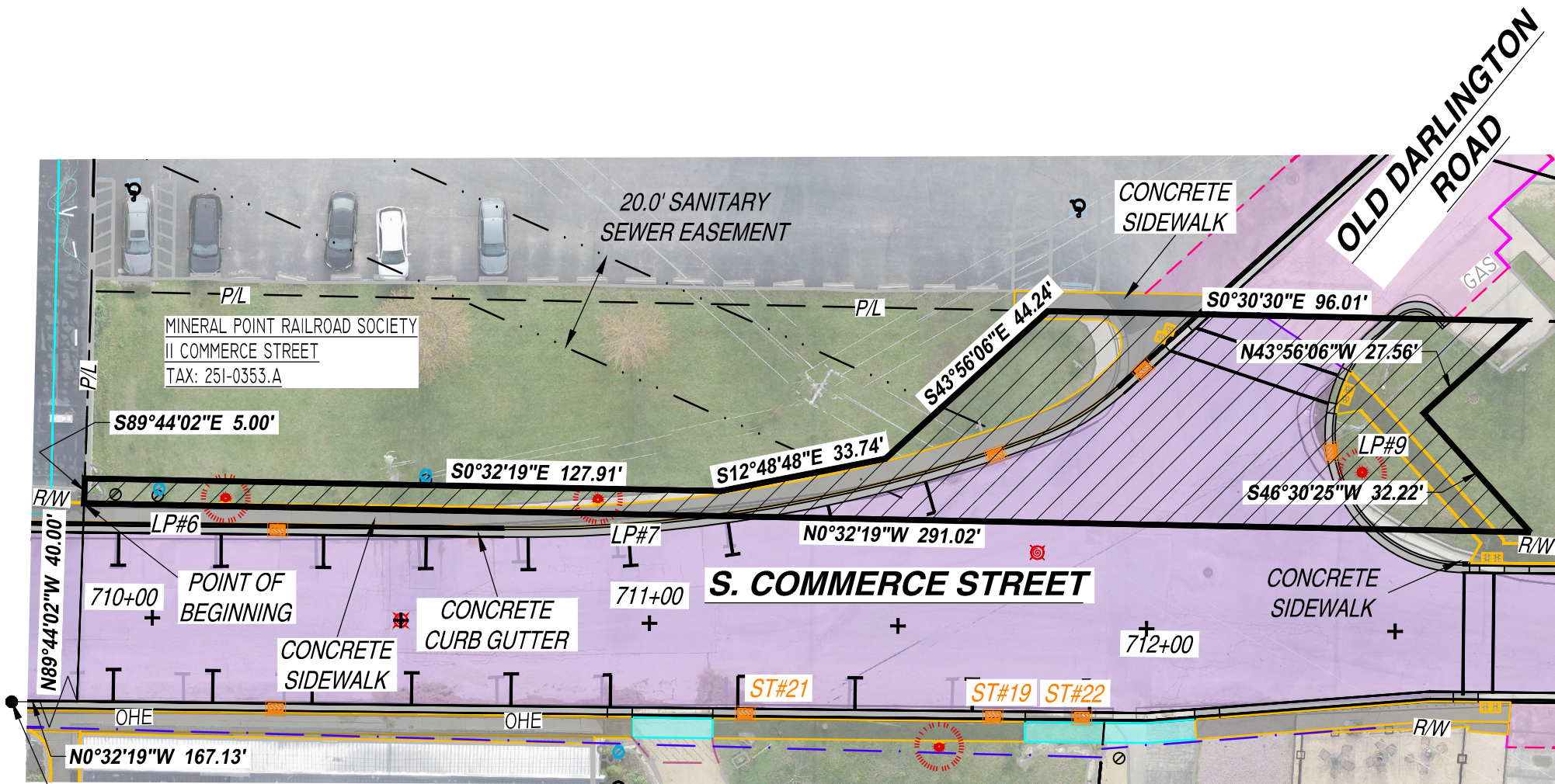
Thence North 43°56'06" West 27.56;

Thence South 46°30'25" West 37.22' to said east right-of-way of south Commerce Street;

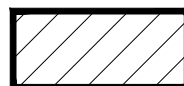
Thence North 00°32'19" West 291.02' to the Point of Beginning of this easement.

The above-described Public Street, Utilities and Electrical Easement contains 0.13 acres, more or less, and is subject to any and all easements of record and/or usage.

EXHIBIT 2



NORTHEAST CORNER
OF LOT 20 OF
IRVIN'S PLAT OF
MINERAL POINT



EASEMENT AREA

DELTA 3
EVERY ANGLE COVERED
PROFESSIONAL CIVIL, MUNICIPAL & STRUCTURAL ENGINEERING
GRANT WRITING • LAND DEVELOPMENT • PLANNING & CAD SERVICES
875 SOUTH CHESTNUT STREET PLATTENVILLE, WISCONSIN 53818 PHONE: (608) 348-5355
606 JACKSON STREET DUBUQUE, IOWA 52001 PHONE: (563) 542-8005

South Commerce Street
Infrastructure Improvements
Mineral Point, Wisconsin

Project No. D25-001	Drawn By: C. Coyler
Date: Jan. 19, 2026	Scale: 1" = 30'

For Questions Regarding this
Project, Please Contact:
Mr. Bart P. Nies, P.E.
Delta 3 Engineering, Inc.
Telephone: 608-348-5355

Exhibit

PUBLIC INFRASTRUCTURE EASEMENT

TO ALL TO WHOM THESE PRESENTS SHALL COME:

This Public Infrastructure Easement Agreement ("Agreement") is by and between Wisconsin Electrical Service, LLC, as grantor and owner of the property described herein ("GRANTOR"), and the City of Mineral Point, a Wisconsin municipal corporation, as Grantee ("City" or "GRANTEE"), to be effective on the date it has been executed by all parties.

1. Property Subject to Agreement. The real property subject to the Agreement is owned by the GRANTOR and located in the City of Mineral Point, Iowa County, Wisconsin, ("Parcel") which portion is more generally described as the Public Street, Utilities and Electrical Easement on **Exhibit 1**, which is attached hereto and incorporated by reference ("Easement Area") and shown on the map attached hereto and incorporated by reference as **Exhibit 2**.

2. Grant of Easement. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the GRANTOR hereby grants to City a perpetual right and easement to survey, install, operate, maintain, alter, replace, repair, and remove, street components and to survey, construct, install, operate, maintain, alter, replace, repair, remove, and bury utilities on, over, in, under and through the Easement Area, along with any and all necessary supporting and incidental apparatus and facilities. This easement is also granted for the purposes of constructing, installing, operating, maintaining, replacing, rebuilding, removing, relocating, inspecting, and patrolling electric facilities, including, but not limited to, wires, poles, conduit, underground work, and associated appurtenances for the transmission and distribution of electric current, communication facilities, and signals appurtenant thereto.

3. Right of Ingress and Egress. The GRANTOR hereby grants to City the right of ingress and egress on, to and through the Easement Area for the purpose of exercising the rights granted herein, including the right to manage and maintain the Easement Area.

4. Construction. GRANTEE shall notify GRANTOR prior to commencing construction with the intent of enabling the parties to work together in good faith to minimize any inconvenience during construction.

5. Restoration and Maintenance. The City shall restore, as best as practicable, the Easement Area to the condition existing prior to use of the same by the City. Restoration includes, but is not necessarily limited to, replacing topsoil and grass. Trees that are required to be removed to accomplish the construction and maintenance of the street components and utilities shall not be required to be restored. The duty to restore shall extend to disturbances of existing conditions, other than those arising out of ordinary use and operation, resulting from

RESERVED FOR RECORDING

RETURN TO:
City of Mineral Point
137 High Street, Suite 1
Mineral Point, WI 53565

251-0037-0000
PARCEL IDENTIFICATION NUMBER

construction, installation, operation, maintenance, alteration, replacement, repair, removal or burial, of street components and utilities. Following completion of construction or other restoration, the GRANTOR will retain responsibility for general lawn mowing, lawn maintenance and landscaping.

6. GRANTOR's Continuing Right of Use; No Obstruction. The GRANTOR shall have the right to use the Easement Area for purposes not inconsistent with City's full enjoyment of the rights granted by this easement, provided that the GRANTOR shall not erect or construct any building or other permanent structures of any kind or plant any trees within said tract of land.

7. No Assumption by GRANTOR; Indemnification. By granting this easement, the GRANTOR is not assuming City's obligations with respect to construction, maintenance and/or repair of the street components and utilities. GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his/her successors and assigns. City shall indemnify, defend and hold harmless the GRANTOR, its employees and its agents, from any cost, claim, suit, liability and/or award which might come, be brought, or be assessed, resulting from City's and/or City's agent's acts or omissions with respect to construction, maintenance and/or repair of the storm sewer and sanitary sewer in the Easement Area or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed works of the City, except to the extent caused by the negligence or willful misconduct of the GRANTOR or the GRANTOR'S agents, employees, guests, invitees, and licensees. Nothing contained in this paragraph or Agreement is intended to be a waiver or estoppel of the GRANTEE or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.52, and 345.05. To the extent indemnification is available and enforceable, the GRANTEE or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

8. Voluntary Nature of Agreement. By executing this Agreement, the GRANTOR and City acknowledge, warrant and represent that each is entering this Agreement freely and voluntarily and that each has had the opportunity to obtain such legal and other counsel as each deems necessary and prudent.

9. Entire Agreement; Modifications Must Be Written. This Agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, not included herein shall be of any force or effect, and this Agreement supersedes any other oral or written agreements entered into between the parties on the subject matter herein. To be effective, any and all modifications must be in writing.

10. Representations and Warranties; Authority to Bind. By signing this Agreement, the parties warrant and represent, respectively, that he/she/it is the owner of the property described herein and that he/she/it has full authority to sign this Agreement and to bind the property accordingly.

11. Binding Effect on Successors and Assigns. This Agreement and the easements created hereby shall be binding upon and inure to benefit and burden the heirs, successors and assigns of

the parties, it being the express intent that this Agreement be perpetual and run with the land.

12. Transferability to Public Utilities and Governmental Entities. City may, but is not required to, assign some or all of its rights under this Agreement to public utilities, governmental entities or its successor in interest. With the exception of the foregoing, City shall not assign its rights under this Agreement without first obtaining the express written permission of the GRANTOR or GRANTOR'S successor in interest.

13. Non-Use; Waiver. Non-use or limited use of easement rights granted in this Agreement shall not prevent City from later use of the easement rights to the fullest extent authorized in this Agreement. 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 Agreement 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 Agreement.

14. Invalidity; Governing Law. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, 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. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

15. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or same counterpart.

[Signature page to follow]

IN WITNESS WHEREOF, the GRANTOR and City have hereunto set their hands and seals this ____ day of _____ 2026.

GRANTOR:

Wisconsin Electrical Service, LLC

GRANTEE:

City of Mineral Point

By: Gary Jenkins, Agent

By: Danny Clark, Mayor

Attest: Christy Skelding, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF IOWA)

Personally came before me this ____ day of _____ 2026, the above-named Gary Jenkins, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

 (print name)
Notary Public, State of Wisconsin
My Commission expires _____.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF IOWA)

Personally came before me this ____ day of _____ 2026, the above-named Danny Clark, Mayor, and Christy Skelding, City Clerk, to me known to be the persons and officers who executed the foregoing instrument and acknowledge the same.

 (print name)
Notary Public, State of Wisconsin
My Commission expires _____.

Drafted by:

Attorney Eric Hagen
Boardman & Clark LLP
1038 Lincoln Avenue
Fennimore, WI 53809

EXHIBIT 1

A Public Street, Utilities and Electrical Easement for the purpose of installation and maintenance of roadway, public utilities, and electrical facilities located in the SW1/4 of the SE 1/4 of Section 32, T 5 N, R 3 E, City of Mineral Point, Iowa County, Wisconsin, the boundary more fully described as follows:

Commencing at northeast corner of block 30 of Vleit's Survey of Mineral Point in Section 31, T 5 N, R 3 E and the Point of Beginning;

Thence South $03^{\circ}02'35''$ East 125.95' along the west right-of-way of south Commerce Street to the north right-of-way of South street;

Thence North $71^{\circ}18'43''$ West 61.90' along said north right-of-way of South Street;

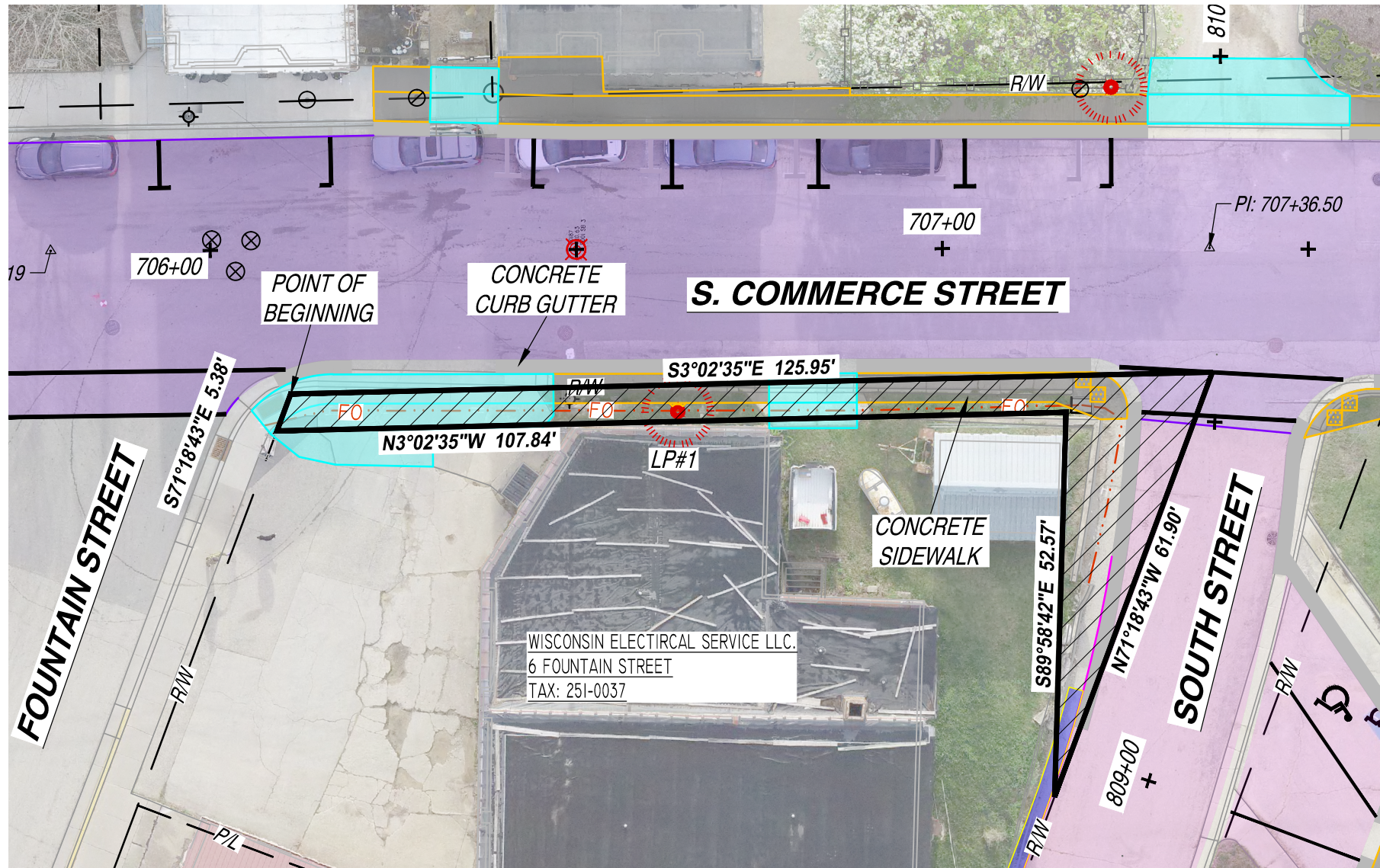
Thence South $89^{\circ}58'42''$ East 52.57';

Thence South $03^{\circ}02'35''$ East 107.84' parallel to the west right-of-way of south Commerce Street to the south right-of-way of Fountain Street;

Thence South $71^{\circ}18'43''$ East 5.38' East to the Point of Beginning of this easement.

The above-described Public Street, Utilities and Electrical Easement contains 0.025 acres, more or less, and is subject to any and all easements of record and/or usage.

EXHIBIT 2



EASEMENT AREA

DELTA 3
EVERY ANGLE COVERED
PROFESSIONAL CIVIL, MUNICIPAL, & STRUCTURAL ENGINEERING
GRANT WRITING • LAND DEVELOPMENT • PLANNING & CAD SERVICES
875 SOUTH CHESTNUT STREET PLATTENVILLE, WISCONSIN 53818 PHONE: (608) 348-5335
606 JACKSON STREET DUBUQUE, IOWA 52001 PHONE: (563) 542-8005

South Commerce Street Infrastructure Improvements Mineral Point, Wisconsin	
Project No. D25-001	Drawn By: C. Coyler
Date: Jan. 19, 2026	Scale: 1" = 20'
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