

EASEMENT DEED

THIS INDENTURE, made this 10th day of October, 1947, between Alma M. Beardsley, as party of the first part, and P.R. Schweke, as party of the second part: WHEREAS, the party of the first part is seized of an estate in fee simple free from encumbrances of a parcel of land described as:

A piece of land located in the West one-half of the South-east Quarter of the Northwest Quarter of Section 11, Township 12 North, of Range 4 East, Sauk County, Wisconsin, commencing at a point on the North line of the right of way of state trunk highways 23 and 33, which point is 16 rods East of the East boundary of the city of Reedsburg, Wisconsin, thence North 10 rods, thence East 12 feet, thence South 10 rods, to the North line of the right of way of highways 23 and 33, thence West 12 feet to the point of beginning;

And whereas the party of the first part has agreed in consideration of the sum of One Dollar----- Dollars to be paid to her by the party of the second part to grant to the party of the second part, his heirs, and assigns, an easement or right of way over the above described premises for the usual purposes of travel either by foot or vehicle;

Now this indenture, witnesseth, that in pursuance of the said agreement and in consideration of the sum of One Dollar----- Dollars paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the party of the first part hereby grants unto the party of the second part his heirs and assigns, forever;

Full and free right and liberty for him and them and their tenants, servants, visitors, licenses, heirs, and assigns can come with all others having the like right at all times hereafter, with carriage, automobiles, or on foot, and with any vehicle whatever for all purposes connected with the use and enjoyment of the land of the party of the second part adjacent to said right of way for whatever purpose the said land may be from time to time lawfully used and enjoyed to pass and repass along said private road or

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right of way for the purpose of going from highways 23 and 33 into and on the premises of the party of the second part.

To hold the said easement or right of way hereby granted unto the party of the second part, his heirs, and assigns, as appertaining to said land of the party of the second part immediately to the West of the above described right of way and every part thereof.

IN WITNESS WHEREOF the parties of the first part has set her hand and seal the day and year first above written.

Alma M. Beardsley (SEAL)
Alma M. Beardsley

In presence of:

H. E. Kjorstad
August Van Coulter
August Van Coulter

STATE OF WISCONSIN }
SAUK COUNTY } ss.

Personally came before me, this 10th day of October, A.D. 1947
the above named Alma M. Beardsley, to me known to be the person who
executed the foregoing instrument and acknowledged the same.

Harry E. Kjorstad
Harry E. Kjorstad

Notary Public, Sauk County, Wis.

My Commission Expires April 4, 1948

OF 276128

REGISTER'S OFFICE,
SAUK COUNTY, WI
RECEIVED FOR RECORD
OCT 11 1947

At the office of the Register of Deeds
County of Sauk
Date Oct 11 1947
Clerk of Deeds
John W. O'Dell

EASEMENT AGREEMENT

THIS AGREEMENT made and entered into the date set forth below between ROY M. CARLSON and LARAE L. CARLSON, husband and wife as tenants in common, ("Carlson") and VIKING EXPRESS, INC., a Wisconsin corporation ("Viking Express").

WHEREAS, Viking Express, Inc. is the owner of the following described property:

Land in Sauk County, Wisconsin, described as:

PARCEL I: A piece of land in the West One-half of the Southeast Quarter of the Northwest Quarter (W1/2 SE1/4 NW1/4) of Section Eleven (11), Township Twelve (12) North of Range Four (4) East, Sauk County, Wisconsin, commencing at a point on the North line of right of way of Highways 23 and 33 which point is 8 rods East of the City Limits of the City of Reedsburg, Wisconsin, thence North 10 rods, thence East 8 rods, thence South 10 rods, thence West along the North line of right of way of Highway 23 and 33, 8 rods, to the point of beginning, and an EASEMENT recorded in Volume 204 of Deeds, Page 311, Document no. 276128 EXCEPT beginning at the Northwest corner of Outlot 1, CSM No. 622, also being the southerly corner between Lots 7 and 8, Lancer Addition; thence S 0° 44' 25" E along the west line of said Outlot 1, 165.06 feet (recorded as 165 feet); thence S 89° 07' W (recorded as West), 68.00 feet to the point of beginning; thence S 0° 44' 25" E, 12.00 feet; thence S 89° 07' W, 64.19 feet to the east line of lands now owned by Carlson; thence N 0° 53' W along said east line, 12.00 feet to the south line of lands now owned by Carlson; thence N 89° 07' E along said south line, 64.22 feet to the point of beginning.

Subject to easements of record.

PARCEL II: Outlot One (1), Certified Survey No. 622 as recorded in Volume 3 of Certified Surveys, on Page 622 in the Office of the Register of Deeds for Sauk County, Wisconsin.
(Located in SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 11-12-4, City of Reedsburg.)

and

PARCEL III: A parcel of land located in the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Eleven (11), Township Twelve (12) North of Range Four (4) East, City of Reedsburg, bounded by the following described line: Beginning at the Northwest corner of Outlot 1, Certified Survey No. 622 as recorded in Volume 3 of Certified Surveys, on page 622 in the Office of the Register of Deeds for Sauk County.

Wisconsin, also being the Southerly corner between Lots 7 and 8, Lancer Addition; thence South 0° 44' 25" East along the West line of said Outlot 1, 165.06 feet (recorded as 165 feet); thence South 89° 07' West (recorded as West), 68.00 feet; thence North 0° 44' 25" West, 111.00 feet; thence North 89° 07' East, 6.00 feet; thence North 0° 44' 25" West, 54.38 feet to the South line of said Lot 8, Lancer Addition; thence North 89° 24' 30" East (recorded as North 89° 52' 42" East) along the South line of said Lot 8, 62.00 feet to the point of beginning.

WHEREAS, Carlson owns the property located directly west of the above-described parcel;

WHEREAS, the parties desire to enter into this agreement for the purpose of creating an easement in favor of Viking Express over certain property owned by Carlson;

NOW, THEREFORE, it is mutually agreed as follows:

1. Grant of Easement. Carlson hereby grants Viking Express a permanent easement over the following described property:

A parcel of land located in the SE^{1/4} NW^{1/4}, Section 11, T12N, R4E, City of Reedsburg, Sauk County, Wisconsin bounded by the following described line: Commencing at the northwest corner of Outlot 1, CSM No. 622, also being the southerly corner between Lots 7 and 8 of Lancer Addition; thence S 89° 24' 30" W, 62.00 feet; thence S 0° 44' 25" E, 54.38 feet; thence S 89° 07' W, 6.00 feet; thence S 0° 44' 25" E 123.00 feet to the point of beginning of this easement; thence S 89° 07' W, 10.00 feet; thence N 0° 44' 25" W, 10 feet; thence N 89° 07' E, 10.00 feet; thence S 0° 44' 25" E, 10.00 feet to the point of beginning.

2. Purpose. The purpose of this easement is to restrict the use of the easement parcel such that no permanent or temporary improvements shall be constructed on the easement parcel except such improvements as may be allowed within ten (10) feet of any existing structure without modification to said structure under applicable government regulations.

REEL 446 IMAGE 409

3. Other Uses. Carlson retains the right to use the property over which they have granted an easement for all purposes not inconsistent with the stated purpose of the easement granted.

4. Successors and Assigns. The easements herein granted and the restrictions hereby imposed shall be easements and restrictions running with the land and shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns, including without limitation, all subsequent owners of the properties described herein.

Dated this 10 day of July 1987.

Roy M. Carlson
Roy M. Carlson

LaRae L. Carlson
LaRae L. Carlson

STATE OF WISCONSIN)
)ss
COUNTY OF SAUK)

Personally came before me this 11th day of July, 1987, the above named Roy M. Carlson and LaRae L. Carlson, husband and wife as tenants in common, to me personally known to be the persons who executed the above and foregoing instrument.

Elizabeth (L) Bailey
Notary Public, Sauk County, WI
My Commission 2-25-88

VIKING EXPRESS, INC.

By: Pamela K. Bill (Pres)
Pamela K. Bill, President
And: William E. Pierce
William E. Pierce, Secretary

REEL 446 IMAGE 410

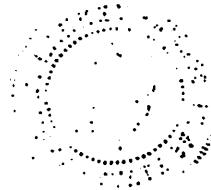
STATE OF WISCONSIN))
COUNTY OF SAUK) ss

Personally came before me this 14 day of July,
1987, the above named Viking Express, Inc., by Pamela K. Bill,
President, and William E. Pierce, Secretary, to me personally
known to be the persons who executed the above and foregoing
instrument.

Vera M. Landry

Notary Public, Sauk County, WI
My Commission 5-15-88

This instrument drafted by:
Atty L. William Kahler, Jr.
110 Main Street
Reedsburg, WI 53959



500568

REGISTER'S OFFICE
SAUK COUNTY WIS.
RECEIVED FOR RECORD

JUL 16 1987

411-00-1074-1
RE 446-407
Linda J. Williams
Viking Express 10⁰⁰
1653 Main St.
Reedsburg, WI 53959 5-15-88

DOC# 1167838
Recorded
June 19, 2018 1:45 PM

EXECUTION DOCUMENT
6/19/2018 1:45 PM

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD
Fee Amount: \$30.00

Return to:

Kahler Law Offices
221 North Park Street
Reedsburg, WI 53959

276-2048-10000; 276-2048-20000
Tax Parcel Key # 30-8

MAINTENANCE, UTILITY AND NON-BUILDABLE EASEMENT AGREEMENT

THIS Agreement is made and entered into this 15 day of June, 2018 (the "Effective Date"), by and between Jay's Holdings, LLC, a Wisconsin limited liability company ("Jay's Holdings") and VV Properties Limited Partnership, a Wisconsin limited partnership ("VV Properties").

RECITALS

A. Jay's Holdings is the owner of certain real property located in Sauk County, Wisconsin, as described below:

Lot 1, Certified Survey Map No. 6624, recorded in Volume 39 of Certified Survey Maps, page 6624, as #1163782, in the City of Reedsburg, Sauk County, Wisconsin ("Jay's Holdings Property")

B. VV Properties is the owner of certain real property located in Sauk County, Wisconsin, as described below:

Lot 2, Certified Survey Map No. 6624, recorded in Volume 39 of Certified Survey Maps, page 6624, as #1163782, in the City of Reedsburg, Sauk County, Wisconsin ("VV Properties Property").

NOW THEREFORE, for and in consideration of Jay's Holdings' purchase of the Jay's Holdings Property from VV Properties, it is mutually agreed as follows:

1. Grant of Easement. VV Properties hereby grants Jay's Holdings, its successors and assigns, a perpetual non-exclusive easement in favor of Jay's Holdings over the property as shown on **Exhibit A** attached hereto ("Easement Parcel").

2. Purpose. The purpose of this easement is as follows:

- a. To grant Jay's Holdings the right to use the Easement Parcel to perform maintenance, repairs, remodeling and reconstruction of improvements located on the Jay's Holdings Property;
- b. To grant Jay's Holdings the right to use the Easement Parcel for the location of underground utility services to the Jay's Holdings Property; and
- c. To restrict the Easement parcel such that no structures are to be constructed on the Easement Parcel and no other improvements except such improvements as may be allowed within ten feet (10') of an existing structure without modification to said structure under applicable government regulations.

3. Permitted Users. The easements granted hereunder may be used by and are for the benefit of Jay's Holdings, its successors and assigns and their respective tenants, employees, customers, and invitees.

4. Other Uses. VV Properties shall have the right to use the Easement Parcel for any other uses not inconsistent with the purposes for which the easements are granted hereunder.

5. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Jay's Holdings, and

its successors and assigns, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement.

6. Mortgages. VV Properties represents and warrants that each holder of a mortgage or other lien encumbering all or any portion of the VV Properties Property as of the date of this Easement Agreement has joined in the execution of this Easement Agreement for purposes of consenting to the terms hereof and subordinating such mortgage or lien to the terms and provisions of this Easement Agreement.

7. Run with the Land. This Easement Agreement shall be recorded in Sauk County, Wisconsin, and shall be deemed to run with the land. The easements created by this Easement Agreement shall bind and burden the VV Properties Property, its successors and assigns, and shall be binding upon and inure to the benefit of the Jay's Holdings Property, its successors and assigns.

8. Amendment. This Easement Agreement may not be modified or amended in any respect except by a written instrument executed (and publicly recorded) by VV Properties and Jay's Holdings, or their respective successors and assigns.

9. Severability. Invalidation of any of the provisions contained in this Easement Agreement, or of the application thereof to any person or entity by judgment or court order, shall in no way affect any other provisions hereof or the application thereof to any other person or entity and the same shall remain in full force and effect.

10. Governing Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, VV Properties and Jay's Holdings have executed this Easement Agreement as of the day and year first above written.

JAY'S HOLDINGS, LLC



Jay Mittelstaedt
Its Manager

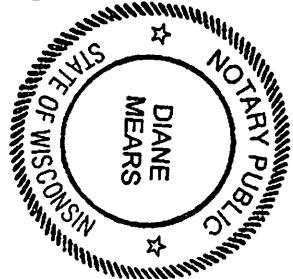
VV PROPERTIES LIMITED
PARTNERSHIP

By: Pamela K. Coy

manager Shareholder

STATE OF WISCONSIN)
) ss.
COUNTY OF Sauk)

Personally, came before me this 15 day of June, 2018, the above-named Jay Mittelstaedt known to be the person who executed the foregoing acknowledged the same.

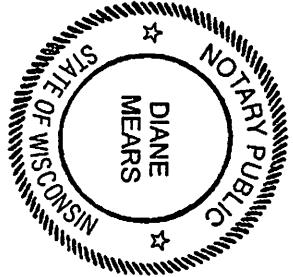


Diane Mears

Notary Public, Sauk Co., WI
My commission: 3-15-19

STATE OF WISCONSIN)
) ss.
COUNTY OF Sauk)

Personally, came before me this 15 day of June, 2018, the above-named Pamela K. Coy known to be the person who executed the foregoing acknowledged the same.

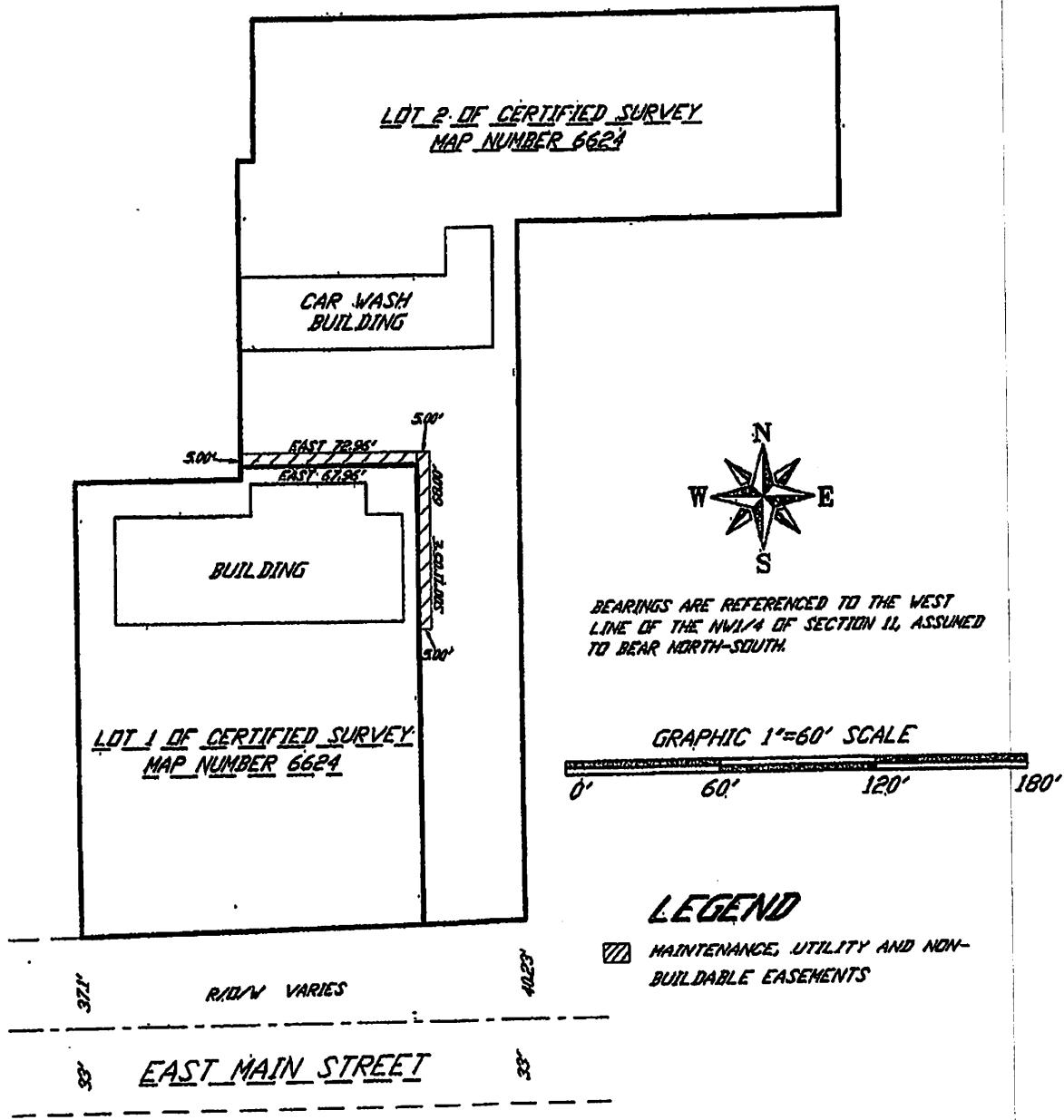


Diane Mears

Notary Public, Sauk Co., WI
My commission: 3-15-19

Drafted by:
Attorney L. William Kahler, Jr.
KAHLER LAW OFFICES
221 North Park Street
Reedsburg, WI 53959

EXHIBIT 'A'



Legal Description of Maintenance, Utility and Non-Buildable Easements

Maintenance, utility and non-buildable easements located over a portion of Lot 2 of Sauk County Certified Survey Map Number 6624 which is located in the SE1/4-NW1/4 of Section 11, T12N, R4E, City of Reedsburg, Sauk County, Wisconsin: being more fully described as follows;

An easement being described as commencing at the Northeast corner of Lot 1 of Sauk County Certified Survey Map Number 6624, said point being the point of beginning of a reference line; thence West, 67.96 feet along a Northerly line of the aforesaid Lot 1 to a Southwest corner of Lot 2 of Sauk County Certified Survey Map Number 6624 being the end of the reference line. Including all lands lying 5.00 feet Northerly of the above described reference line.

Also an easement being described as commencing at the Northeast corner of Lot 1 of Sauk County Certified Survey Map Number 6624; thence N00°11'05"W, 5.00 feet to the point of beginning of a reference line; thence S00°11'05"W, 68.00 feet along the reference line, a portion of which is the Easterly line of the aforesaid Lot 1. Including all lands lying 5.00 feet Easterly of the above described reference line.

CONSENT OF MORTGAGEE

The undersigned being the holder of a mortgage covering the VV Properties Property consents to the terms and conditions of the foregoing Maintenance, Utility and Non-Buildable Easement Agreement and agrees that its interest in the VV Properties Property shall be subject to the terms of the Maintenance, Utility and Non-Buildable Easement Agreement.

Dated this 15th day of June, 2018.

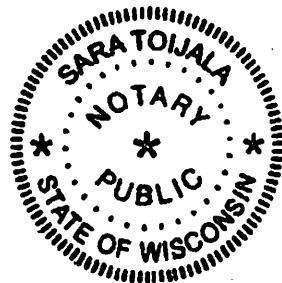
JOHNSON BANK

By: Kristi A Brefetor
Its: Vice President

Personally came before me this 15th day of June, 2018, the above named Kristi A Brefetor, by its Vice President, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Sherry Taipala

Notary Public, Dane County, WI
My commission 8/31/2021



DOCUMENT NO.

519938

RECEIVED 480 PAGE 31.4

QUIT CLAIM DEED
STATE OF WISCONSIN-FORM 13
THIS SPACE RESERVED FOR RECORDING DATAREGISTER OF DEEDS
SAUK COUNTY WISCONSIN
RECEIVED FOR RECORD

DEC 28 1988

AT 10⁰⁰ O'CLOCK P.M.
Robert A. Barger
REGISTRAR

RECORDED

K.C & K
Rdbq

THIS INDENTURE, Made by the State of Wisconsin (Department of Transportation, Division of Highways and Transportation Services) grantor.

GRANTOR: State of Wisconsin, hereby quit-claims to Viking Express, Inc., A Wisconsin Corporationof Sauk County, Wisconsin, for the sum of One thousand seven hundred fifty and no/100 dollars (\$1,750.00) pursuant to the provisions of Section 84.09(5), Wis. Stats., the following tract of land in Sauk County, State of Wisconsin:A parcel of land in the SE1-NW $\frac{1}{4}$, Section 11, Township 12 North, Range 4 East, City of Reedsburg, located from a highway reference line described as follows:

Commencing at a point on the west line of said Section 11, 2,630 feet north of the southwest corner of said section;

Thence N 85°-30' E (Mag.), 1,456 feet to the point of beginning of the reference line;

Thence continuing N 85°-30' E (Mag.), 139.6 feet to a point of intersection;

Thence N 85°-21' E (Mag.), 32.4 feet to the point of ending of the reference line.

Said parcel includes all that land of the Grantor lying between lines located 60 feet northerly of and parallel to the above-described reference line and a straight line from a point 37.1 feet northerly of and normal to the point of beginning of said reference line to a point 40.23 feet northerly of and normal to the point of ending of said reference line.

Said parcel contains 0.08 of an acre, more or less.

It is expressly intended and agreed by and between the parties hereto that:

No advertising signs or billboards of any type shall be located, erected or maintained on the above-described lands, except such signs or billboards as may be authorized pursuant to actions under Section 84.30, Wisconsin Statutes and Trans. 201, Wisconsin Administrative Code. (Continued on Reverse Side)

IN WITNESS WHEREOF, the said grantor to the hereinabove set forth and seal the 10th day of November, A.D. 19 88.

SIGNED AND SEALED IN PRESENCE OF
Barbara R. Jurewicz for H. L. Pfeidler (SEAL)
Barbara R. Jurewicz Marvin J. Schaeffer, P.E., Administrator (SEAL)
Division of Highways and
Transportation Services (SEAL)
Barbara J. Priggo (SEAL)
Barbara J. Priggo (SEAL)STATE OF WISCONSIN,
Dane County, } ss.Personally came before me this tenth day of November, A.D. 19 88
the above named H. L. Pfeidler, Deputy Administrator,

Division of Highways and Transportation Services

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Roberta A. Barger
Roberta A. BargerNotary Public State of Wis. County, WI.My Commission (Expires) (s) April 1, 1990

Excuse Parcels 22

This instrument drafted by
REAL ESTATE SECTION

Project: D.J. 1751



Section 84.01 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the name of the grantor, grantee, witness and notary.

QUIT CLAIM DEED-STATE OF WISCONSIN, FORM NO. 13

RICL480 IMAGE 315

The above-described lands shall not be used for the accumulation or storage of wrecked or inoperable motor vehicles or farm machinery, or parts thereof, or any other salvage materials.

All public and private utilities located upon, over or under the above-described lands shall have the continued right of occupancy and the continued right of ingress and egress for personnel and equipment for the purpose of maintaining or improving their facilities.

The above-described lands shall be subject to all applicable zoning laws and/or ordinances.

These covenants, burdens and restrictions shall run with the land and shall forever bind the grantee, its successors and assigns.

THIS CONVEYANCE IS EXEMPT FROM THE
TRANSFER FEE PURSUANT TO SEC. 77.25(2).