

**DEED RESTRICTION**

Document Number

Document Title

Document # **1591483**  
WASHINGTON COUNTY WISCONSIN  
**2024-02-19 9:02:00 AM**

*Sharon A. Martin*  
SHARON A MARTIN  
WASHINGTON COUNTY  
REGISTER OF DEEDS  
Fee: **\$30.00**

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Name and Return Address

Atty. Amanda N. Sacks  
Schloemer Law Firm, S.C.  
143 S. Main Street, Third Floor  
West Bend, WI 53095

T9 106600E

Parcel Identification Number (PIN)

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## DEED RESTRICTION

This DEED RESTRICTION (this “**Restriction**”), made as of the 14<sup>th</sup> day of February, 2024 (the “**Effective Date**”) is made by and between Yahr Family LLC, a Wisconsin limited liability company (the “**Grantor**”) and WRE One, LLC, a Wisconsin limited liability company (the “**Grantee**”) (collectively, the “**Parties**”).

## RECITALS

A. Grantor is the owner in fee simple absolute of certain real property located in the Town of Polk, Washington County, Wisconsin having an address of 2517 Mayfield Way, Richfield, WI 53076, which real property is more particularly described on the **Exhibit A** attached to and made a part of this Agreement (with all improvements thereon, whether as of or at any time after the Effective Date, the “**Property**”);

B. Grantee has an interest in certain real property located in the Town of Polk, Washington County, Wisconsin, having an address of 2545 Mayfield Way, Richfield, WI 53076, which real property is more particularly described on the **Exhibit B** attached to and made a part of this Agreement (“**Parcel B**”), which operates as a gas station and convenience store; and

C. For valuable consideration, the receipt and sufficiency of which is hereby acknowledge by the Parties, Grantor and Grantees desire to enter into this Agreement to set forth certain rights and restrictions with respect to the Property for the benefit of Grantee or Grantee’s successors and/or assigns, and to give Grantee or Grantee’s successors and/or assigns the capacity to enforce this Agreement.

**NOW, THEREFORE**, the Parties do hereby declare that the Property shall be held, sold, conveyed, transferred, used, and improved only subject, in every instance, to the conditions, covenants, rights, restrictions, and reservations set forth below:

## AGREEMENT

1. Purpose. The purpose of this Agreement is to restrict the use of the Property as expressly set forth herein.

2. Use Restriction. From the Effective Date through the Termination Date (as hereinafter defined), the Property shall not be used as a gas station or convenience store, or both, (the “**Prohibited Use**”). The Prohibited Use restriction shall terminate twenty (20) years after the Effective Date (the “**Termination Date**”). On the Termination Date, this Agreement and all restrictions and limitations with respect to the Property set forth herein shall automatically terminate and become null and void and of no further force and effect. The termination provisions of this Section 2 are self-operative, and no further actions need be taken in order to effectuate a termination of this Agreement upon the Termination Date.

3. Covenants Appurtenant. This Agreement and the restrictions imposed upon the Property hereby shall run with and bind title to the Property and shall inure to the benefit of, and shall be enforceable by Grantee or Grantee’s successors and/or assigns. This Agreement and the

restrictions imposed is an easement appurtenant to the Property and may not be transferred separately from, or severed from, title to the Property. Furthermore, the benefits of the restrictions granted under this Restriction shall not be extended to any properties other than Parcel B without the consent of Grantor or its successors or assigns. The specific parties named as Grantor and Grantee in this Agreement, and each of their respective successors and assigns as fee simple owners of the Property and Parcel B, respectively, or any portion of the Property or Parcel B, shall cease to have further liability under this Restriction with respect to facts or circumstances first arising after the party has transferred its fee simple interest in the Property or Parcel B, respectively, except, however, for obligations that accrued during the party's period of ownership of title.

4. Notices. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given or delivered, as the case may be, (i) when hand delivered to the addressee, or (ii) one (1) business day after having been deposited, properly addressed and prepaid for guaranteed next-business-day delivery, with a nationally recognized overnight courier service (e.g., UPS, FedEx, or U.S. Express Mail). All such notices, requests, or demands shall be addressed to the party whom notice is intended to be given at the addresses set forth below or to such other address as a party may from time to time designate by notice given to the other party.

**If to Grantor:**

Yahr Family LLC  
Attn: Steven Yahr  
11810 N. Wasaukee Road  
Mequon, WI 53097

**If to Grantees:**

WRE One LLC  
Attn: SARWAN SINGH & MANVEER SINGH  
1109 1ST CENTER AVE.  
BRODHEAD, WI 53520

5. Enforcement. Grantor and Grantee, or Grantee's successors and/or assigns, shall have the right to enforce, by any proceeding at law and/or in equity, the covenants, terms, and conditions of this Agreement. Such enforcement rights include, but are not limited to, the right of each party to seek injunctive relief in the form of specific performance and/or damages.

6. Amendments. This Agreement may not be amended, modified, terminated, or in any manner altered except by means of a written instrument, in recordable form, executed by the Parties or their respective successors or assigns. Any such amendment shall be recorded with the Register of Deeds in Washington County, Wisconsin.

7. Governing Law. This Agreement shall be recorded with the Register of Deeds in Washington County, Wisconsin. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, excluding choice of law principles.

8. Severability. If any term or provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then such holding shall not affect any other terms or provisions of this Agreement, and the same shall continue to be effective to the fullest extent permitted by law.

9. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Counterpart signature pages, each signed by a party, may be appended to a single copy of this Agreement and such copy shall be deemed to be an original of this Agreement.

*[signature page follows]*





**EXHIBIT A**

**Legal Property Description of the Property**

Lot Two (2) of CERTIFIED SURVEY MAP NO. 6262, recorded in the Washington County Registry on October 3, 2008 in Volume 47 of Certified Survey Maps, pages 68-69 as Document No. 1202241.

Tax Key No. T9106600E

**EXHIBIT B**

**Legal Description of Parcel B**

Lot 1 of Certified Survey Map No. 6262 recorded in the office of the Register of Deeds for Washington County, Wisconsin, on October 3, 2008 in Volume 47 of Certified Survey Maps, at Page 68-69, as Document No. 1202241, being a redivision of part of the Southeast 1/4 of the Southwest 1/4 of Section 36, Township 10 North, Range 19 East, Town of Polk, County of Washington, State of Wisconsin.