

Document number

Document Title **Declaration of Use Restrictions**

Legal Description of Property:

Part of Government Lot 4, Section 26, Township 18 North, Range 9 West, Village of Trempealeau, Trempealeau County, Wisconsin, described as follows:

Commencing at the southeast corner of said Section 26; thence N 00° 18'05" E, a distance of 2645.29' to the east quarter corner of said section; thence S 67°51'15" W a distance of 2869.07' to the point of beginning of the land to be described; thence S 00°19'42" W a distance of 191.66'; thence N 76°23'54" W a distance of 850.28' to a point of curvature; thence along a curve turning to the right with an arc length of 365.18', with a radius of 3159.18', with a chord bearing of N 71°03'33" W, with a chord length of 364.98' to the intersection with the southerly right of way of State Highway 35; thence S 83° 49'50" E, along said right of way line a distance of 1179.58' to the point of beginning.

(Tax Parcel No. 186-00565-0000)

AND

Lot 2 as shown on the Certified Survey Map, Recorded as Volume 15, Page 3, and as Document No. 479398, of the Trempealeau County Records, which lot is located in Part of Government Lot 3, Section 26, Township 18 North, Range 9 West, Village of Trempealeau, Trempealeau County, Wisconsin.

(Part of Tax Parcel No. 186-00564-0000)

AND

Lot 3 as shown on the Certified Survey Map, Recorded as Volume 13, Page 292, and as Document No. 468187, of the Trempealeau County Records, which lot is located in Government Lot 3, Section 26, Township 18 North, Range 9 West, Village of Trempealeau, Trempealeau County, Wisconsin.

(Tax Parcel No. 186-00564-0010)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT DO NOT REMOVE

Recording Area

Name and Return Address
Old Republic Title Co.
Attn: Post Closing Dept.
530 South Main Street,
Suite 1031
Akron, Ohio 44311

186-00565-0000;
186-00564-0000;
186-00564-0010

Parcel Identification Number (PIN)

This instrument was drafted by:

Keyne Villert
Baker, Donelson, Bearman, Caldwell
& Berkowitz, PC

Prepared by and when recorded
return to:
Keyne Villert
Baker, Donelson, Bearman,
Caldwell & Berkowitz, PC
1600 West End Avenue, Suite 2000
Nashville, TN 37203

DECLARATION OF USE RESTRICTIONS

THIS DECLARATION OF USE RESTRICTIONS (this “Declaration”) is made this _____ day of August, 2023 by **DEAN K. OLSON, JAMES O. OLSON, AUDREY J. CONANT, individually, and AUDREY J. CONANT, as legal guardian for DEBRA OLSON, as tenants in common** (hereinafter collectively referred to as “Declarant”).

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract or parcel of land lying and being in Trempealeau County, Wisconsin, being more particularly described on Exhibit “A” attached hereto and made a part hereof by this reference (hereinafter referred to as “**Lot A**”);

WHEREAS, Declarant also owns those certain tracts or parcels of land near Lot A and lying and being in Trempealeau County, Wisconsin, and being more particularly described on Exhibit “B” attached hereto and made a part hereof by this reference (hereinafter collectively referred to as “**Lot B**”); and

WHEREAS, Declarant desires to establish and impose certain use restrictions on Lot B, which use restrictions are specifically intended to benefit the current and future owners and other occupants of Lot A, as hereinafter provided.

NOW, THEREFORE, Declarant declares as follows:

1. Use Restrictions on Lot B. No space in or portion of Lot B shall be leased, rented, or occupied, or allowed to be leased, rented, or occupied, for the purpose of conducting business as, or for use or operation as, a Family Dollar Store, Dollar Tree, or any Wal-Mart concept (including, without limitation, Wal-Mart, Super Wal-Mart, Wal-Mart Neighborhood Market, and Wal-Mart Express). In addition, no space in or portion of Lot B shall be leased, rented, or occupied, or allowed to be leased, rented, or occupied, for the purpose of conducting business, or for use or operation, for any of the following: (a) for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant; (b) funeral parlor; (c) any use which emits a strong, unusual, offensive, or obnoxious odor, fumes, dust, or vapors; (d) any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (e) any establishment selling or exhibiting paraphernalia

for use with illicit drugs, any establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store, or adult movie theater; (f) any use which creates fire, explosives, or other hazards; or (g) facilities for the use of treating addiction, including, but not limited to, inpatient or outpatient substance abuse treatment facilities, pharmacological treatment facilities, safe injection sites, and methadone maintenance therapy or clinics.

2. Remedies for Violation or Threatened Violation. In the event that any owner, tenant, subtenant, and/or other occupant of Lot B or any space in or portion thereof violates or threatens to violate the use restrictions provided for herein, then the owner, tenant, subtenant, and other occupant of Lot A shall each have the right to prosecute any proceedings at law and/or in equity against the owner of Lot B and any tenant, subtenant, and/or occupant of Lot B operating or threatening to operate a business upon Lot B in violation of the use restrictions provided for herein to (a) restrain by injunction or other court order any violation or threatened violation of the use restrictions provided for herein, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any requiring the payment of money) is not adequate; and/or (b) recover any and all damages incurred by such owner, tenant, subtenant, or other occupant of Lot A resulting from the violation or threatened violation of the use restrictions provided for herein, including, without limitation, all reasonable attorneys' fees and other costs incurred by such parties in connection with the violation or threatened violation of such use restrictions. The rights and remedies provided for herein shall be cumulative with all other rights and remedies available to the owner of Lot A and any tenant, subtenant, or other occupant of Lot A under applicable law or in equity.

3. Duration. The provisions of this Declaration shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law.

4. Miscellaneous. This Declaration shall be governed in accordance with the laws of the State of Wisconsin. The paragraph headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof. This Declaration may be amended, modified, or terminated only in writing, executed and acknowledged by all owners of Lot A and Lot B or their respective successors or assigns, and only with the prior written consent of Dollar General Corporation, so long as it, or any of its successors, assigns, or assignees, is leasing Lot A or any portion thereof.

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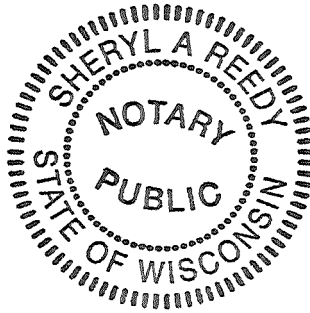
DECLARANT:

James O. Olson
JAMES O. OLSON

STATE OF WISCONSIN)
) SS
TREMPEALEAU COUNTY)

Personally came before me this 25th day of September, 2023, the above-named James O. Olson, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Sheryl A Reedy
Notary Public, State of Wisconsin
My commission expires 12/28/2026



DECLARANT:

Audrey J. Conant

AUDREY J. CONANT

STATE OF WISCONSIN)

) SS

TREMPEALEAU COUNTY)

Personally came before me this 25th day of September, 2023, the above-named Audrey J. Conant, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Shayla A. Reedy
Notary Public, State of Wisconsin

My commission expires 12-28-2026

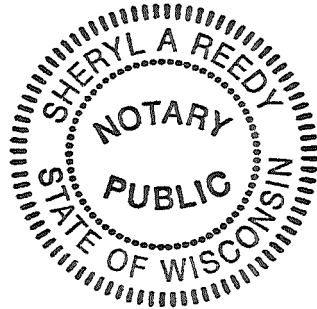


EXHIBIT "A"
Legal Description of Lot A

Lot 1 as shown on the Certified Survey Map, Recorded as Volume 15, Page 3, and as Document No. 479398, of the Trempealeau County Records, which lot is located in Part of Government Lot 3, Section 26, Township 18 North, Range 9 West, Village of Trempealeau, Trempealeau County, Wisconsin.

(Part of Tax Parcel No. 186-00564-0000)

EXHIBIT "B"
Legal Description of Lot B

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Commencing at the southeast corner of said Section 26; thence N 00°18'05" E, a distance of 2645.29' to the east quarter corner of said section; thence S 67°51'15" W a distance of 2869.07' to the point of beginning of the land to be described; thence S 00°19'42" W a distance of 191.66'; thence N 76°23'54" W a distance of 850.28' to a point of curvature; thence along a curve turning to the right with an arc length of 365.18', with a radius of 3159.18', with a chord bearing of N 71°03'33" W, with a chord length of 364.98' to the intersection with the southerly right of way of State Highway 35; thence S 83°49'50" E, along said right of way line a distance of 1179.58' to the point of beginning.

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(Tax Parcel No. 186-00564-0010)