

9025A0108

JUN 4 1984

950976

541195
VCI 715 PAGE 753

RECORDED

AT 11:50 A. M

CHARLES K WHALEY, JR. TREMPLEAU ELECTRIC COOPERATIVE

REGISTER OF DEEDS

La Crosse County, Wis

RIGHT OF WAY EASEMENT

For valuable consideration and the mutual promises herein contained, the undersigned(s)

LARRY M BLACK

(hereinafter called Owner), hereby grant(s), and convey(s) to Trempealeau Electric Cooperative (hereinafter called Cooperative) a cooperative association duly organized and existing by virtue of laws of the State of Wisconsin and its successors or assigns the right and easement to enter upon the lands of the Owner, situated in the County of LA CROSSE, State of Wisconsin, described as follows:

PART OF SEC 25 T17N SWNE
ASW

AS DESCRIBED IN CERTIFIED SURVEY # 137
HOLD # 2 LOT # 1

and to construct, reconstruct, operate, maintain, relocate, remove, replace, patrol, inspect and service upon, along, across, over and under the above described property and/or upon, along, across, over and under all streets, roads and highways abutting said property, a line, lines or system for the transmission of electric energy, and also telephone, telegraph and cable television lines, including without limitation all associated appliances either aerial and/or underground necessary and appropriate for that purpose, and to make changes or additions as may from time to time be advisable. All equipment and facilities shall remain the property of the Cooperative.

The Cooperative shall have the continuing right to keep the easement clear of all buildings, structures, trees, shrubbery, roots or other obstructions which endanger the proper operation or maintenance of said line or system and to cut, trim and control the growth by chemical, mechanical or other methods. All trees and limbs cut by the Cooperative shall remain the property of the Owner.

For the purpose of construction, inspecting, maintaining or operating its facilities, the Cooperative has the right of ingress and egress over lands of the Owner lying between said easement and any public street or highway; such right to be exercised in such a manner as shall occasion the least practicable damage and inconvenience to the Owner. The Cooperative covenants that it will pay the reasonable value of any crops destroyed, and other physical damage done to the property of the Owner.

The Owner, his successors and assigns, may use the property within the easement for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operation and maintenance of the Cooperative's facilities.

This conveyance is to the Cooperative, its successors and assigns, and shall be binding on the heirs, representatives, assigns and grantees of the Owner.

IN WITNESS THEREOF, the undersigned(s) Owner(s) set hand(s) and seals(s) this 5 day of Mar., 1984.

In Presence of:

Lara Jane Arntsen x Larry M Black (SEAL)

(SEAL)

STATE OF WISCONSIN

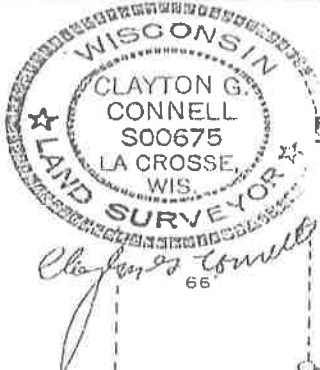
LA CROSSE County ss

Personally came before me this 5TH day of MARCH 1984, the above named LARRY M BLACK to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

James M. [Signature]
Notary Public, La Crosse County,
Wisconsin
My Commission expires 12-31-84

This instrument drafted by
Trempealeau Electric Cooperative

1371A



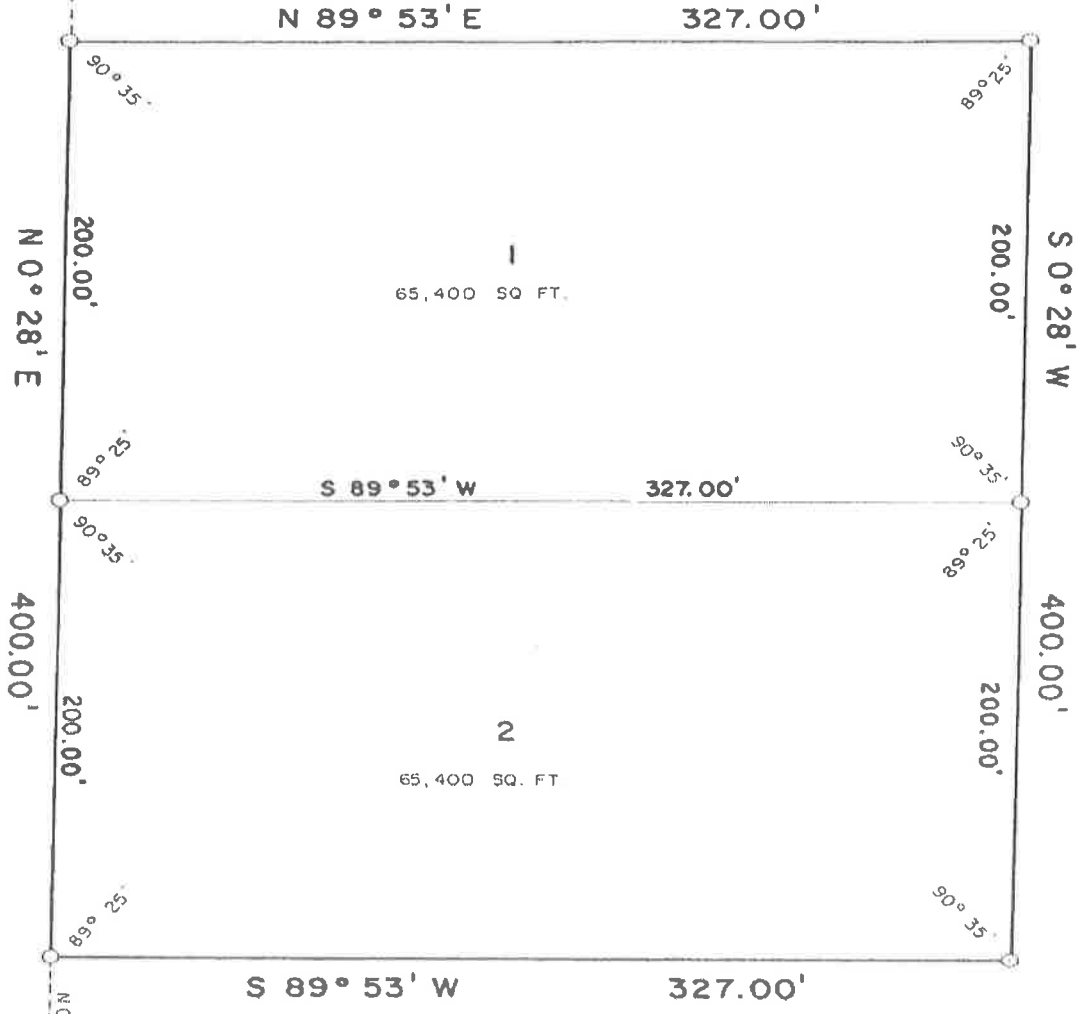
CERTIFIED SURVEY MAP
HOESCHLER REALTY

PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 25,
 T17N, R8W, TOWN OF ONALASKA, LACROSSE COUNTY, WISCONSIN



BEARINGS REFERENCED TO
 U.S. FISH & WILDLIFE SERVICE
 LANDS IN SECTIONS 25 & 30

UNPLATTED LAND



UNPLATTED LAND

UNPLATTED LAND

944157

Vol. 2 page 137

UNPLATTED LAND

LOTS 1 & 2 = 130,800 SQ. FT.
 = 1" X 30" IRON PIPE WEIGHING
 113 LBS. PER LINEAL FOOT

BRASS CAP MON
 EAST 1/4 CORNER
 SECTION 25, T17N, R8W
 LACROSSE COUNTY, WIS.

S 89° 53' W 2604.20'

SHEET 1 OF 2
 NOVEMBER 4, 1983

539

CERTIFIED SURVEY MAP
HOESCHLER REALTY

PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 25,
T17N, R8W, TOWN OF ONALASKA, LA CROSSE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, Clayton G. Connell, Registered Land Surveyor, do hereby certify that I have surveyed and mapped the land shown hereon by order of and under the direction of Hoeschler Realty Corp, and that it is a correct representation of the land surveyed, and that I have complied with Chapter 236.34 of the Wisconsin Statutes, and the La Crosse County Subdivision Control Ordinance.

A parcel of land located in part of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ -NE $\frac{1}{4}$), of Section Twenty-Five (25), Township Seventeen North (T17N), Range Eight West (R8W), Town of Onalaska, La Crosse County, Wisconsin, described as follows:

Commencing at the East Quarter corner of said Section 25; Thence South 89°53' West along the South line of the Northeast Quarter of said Section 25, 2,604.20 feet to the East right of way of County Trunk Highway 'Z'. Thence North 0°28' East along said right of way 616.00 feet to the point of beginning of this described parcel.

Thence continue North 0°28' East along said right of way 400.00 feet. Thence North 89°53' East 327.00 feet. Thence South 0°28' West 400.00 feet. Thence South 89°53' West 327.00 feet to the point of beginning.

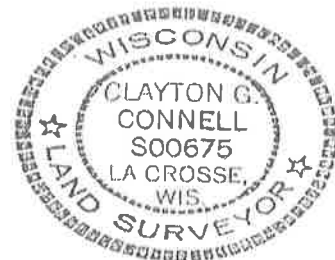
Parcel contains 130,800 square feet more or less.

Clayton G. Connell
CLAYTON G. CONNELL
REGISTERED LAND SURVEYOR

E.T.C., Inc.
La Crosse, WI

I hereby certify that this survey complies with the provisions of the La Crosse County Subdivision Control Ordinance

By Paul Hill
County Planning Administrator



SHEET 2 OF 2
NOVEMBER 4, 1983

Vol 2 page 137-A
539

944157

V 14-213

Abandoned Healthy Camp

OFFICE OF REGISTER OF DEEDS
LA CROSSE COUNTY, WIS.
RECEIVED AND FILED

NOV 7 1963

CHARLES R. WHALEY, JR.
REGISTER

Wiley

9-4-5-63

46



DocId:8436405

Tx:4130490

Document No.

1809893

LACROSSE COUNTY
REGISTER OF DEEDS
ROBIN L. KADRMAS

**DRIVEWAY
EASEMENT AGREEMENT**

RECORDED ON
07/17/2023 10:18 AM
PAGE COUNT: 8
EXEMPT #:

RECORDING FEE 30.00

#103

Return to:
Fehr Law Office
205 Green Street
Onalaska, WI 54650

10-2035-1

10-2035-2

Parcel Numbers

THIS DRIVEWAY AGREEMENT is between Garden of Eden Properties, LLC (*Parcel A Owner*) and Michael W. Daily (*Parcel B Owner*).

RECITALS:

A. Parcel A Owner is the owner of certain real property located in La Crosse County, Wisconsin, as described on the attached Exhibit A and referred to on the exhibit and in this Agreement as *Parcel A*.

B. Parcel B Owner is the owner of certain real property located in La Crosse County, Wisconsin, as described on the attached Exhibit B and referred to on the exhibit and in this Agreement as *Parcel B*.

C. Parcel A Owner and Parcel B Owner wish that a driveway (the *Driveway*) be constructed on that portion of Parcel B generally described by the diagram on the attached Exhibit C and referred to on the exhibit and in this Agreement as the *Easement Property*.

D. Parcel B Owner is willing to create an easement over the *Easement Property* to enable Parcel A Owner to use the *Driveway*, under the terms of this Agreement.

Document drafted by
Lee J. Fehr
Fehr Law Office
205 Green Street
Onalaska, WI 54650
608-783-3647
lfehr@fehrlawoffice.com

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Grant.** Parcel B Owner grants a nonexclusive easement and right-of-way to Parcel A Owner and Parcel A Owners successors and assigns as the owner of Parcel A to use the Driveway and the Easement Property as a joint driveway for ingress and egress to County Road Z from Parcel A.

2. **Permitted Users.** The easement granted in Section 1, above, may be used by the Parcel A Owner and its tenants, employees, customers, and invitees in common with Parcel B Owner and its tenants, employees, customers, and invitees.

3. **Initial Construction Costs.** Parcel A Owner (the *Constructing Party*) may construct the Driveway at its sole expense. Parcel A shall maintain the Driveway to its satisfaction. There shall be no parking on the easement.

4. **Indemnity.** Parcel A Owner shall indemnify and defend Parcel B Owner and its officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of Parcel B by Parcel A Owner or its agents, contractors, subcontractors, invitees, or employees.

5. **Insurance.** Parcel A Owner shall maintain in effect at all times during the term of this Agreement a policy of commercial general liability insurance naming Parcel B Owner and any other party designated by Parcel B Owner as the insured, to insure against injury to property, person, or loss of life arising out of Parcel A Owners use, occupancy, or maintenance of the Easement Property or the Driveway with limits of coverage that are at levels customarily maintained by businesses in the community in which the Easement Property is located. For each year in which this easement is in effect, Parcel A Owner shall provide Parcel B Owner and the other parties designated by Parcel B Owner with a copy of the insurance policy endorsement or wording showing that Parcel B Owner and the other parties have been added as additional insureds. The policy shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the insured under this Agreement. Insurance required of Parcel A Owner under this Agreement shall be written by companies duly qualified to do business in the State of Wisconsin and shall be satisfactory in all respects to Parcel B Owner and the holder of any mortgage against Parcel B. Parcel A Owner shall deliver to Parcel B Owner copies of the policies or certificates evidencing the existence and amounts of the insurance with loss payable clauses satisfactory to Parcel B Owner. No such policy shall be cancelable or subject to reduction of coverage or modification except after 30 days prior written notice to Parcel B Owner. At least 30 days before the expiration of Parcel A Owners policies, Parcel A Owner shall furnish Parcel B Owner with renewals or "binders" of the policies, or Parcel B Owner may order such insurance and charge the cost to Parcel A Owner. Parcel A Owner shall not do or permit anything to be done that will invalidate the insurance policies furnished by Parcel A Owner. Parcel B Owner may from time to time require that the policy limits of any or all such insurance be increased to reflect the effects of inflation and changes in normal commercial insurance practice.

6. **Equal Rights of Use.** Parcel A Owner and Parcel B Owner shall have equal rights of ingress and egress over the Driveway and shall take no action to prevent the other party's enjoyment of such rights.

7. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Parcel A Owner and Parcel B Owner and their respective successors and assigns. The easement granted under Section 1 of this Agreement is an easement appurtenant to Parcel A and may not be transferred separately from, or severed from, title to Parcel A. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than Parcel A without the consent of Parcel B Owner. The specific parties named as Parcel A Owner and Parcel B Owner in this Agreement, and each of their respective successors and assigns as fee simple owners of Parcel A and Parcel B, respectively, or any portion of Parcel A or Parcel B, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in Parcel A or Parcel B, respectively, except, however, for obligations that accrued during the party's period of ownership of title.

8. **Non-Use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent Parcel A Owner from later use of the easement rights to the fullest extent authorized in this Agreement.

9. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

10. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of La Crosse County, Wisconsin.

11. **Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

12. **Invalidity.** 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.

13. **Waiver.** 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. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

15. **No Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever. Parcel A Owner and Parcel B Owner agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Driveway, whether by express grant, implication, or prescription, including, without limitation, the posting of "Private Drive" or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

Dated: 6/30/23

(Parcel A Owner)

By:



Name:

Matthias J G Ottenberg

Title:

Member, Garden of Eden Properties, LLC

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF LA CROSSE

6/30/23

This instrument was acknowledged before me on 6/30/23 by Matthias J. G. Ottenberg



Notary Public, State of Wisconsin

My commission expires: 11/10/2025

(Parcel B Owner)

By: Michael W Daily
Name: Michael W Daily
Title: Owner

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF LA CROSSE

6/30/23

This instrument was acknowledged before me on 6/30/23 by Michael W. Daily

Brittany Ellingson

Notary Public, State of Wisconsin

My commission expires: 11/10/2025



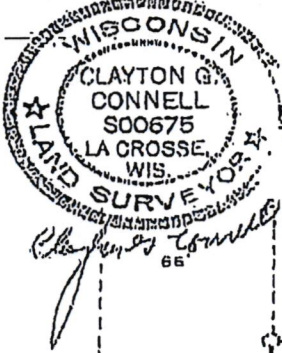
EXHIBIT A

Lot 1 of La Crosse County Certified Survey Map filed November 7, 1983, in Volume 2 of Certified Survey Maps, page 137, as Document No. 944157, being part of the SW1/4 of the NE1/4 of section 25, Township 17 North, Range 8 West, Town of Onalaska, La Crosse County, Wisconsin.

EXHIBIT B

Lot 2 of La Crosse County Certified Survey Map recorded on November 7, 1983, in Volume 2 of Certified Survey Maps, page 137, as Document No. 944157, being located on part of the SW1/4 of the NE1/4 of section 25, Township 17 North, Range 8 West, Town of Onalaska, La Crosse County, Wisconsin.

EXHIBIT C



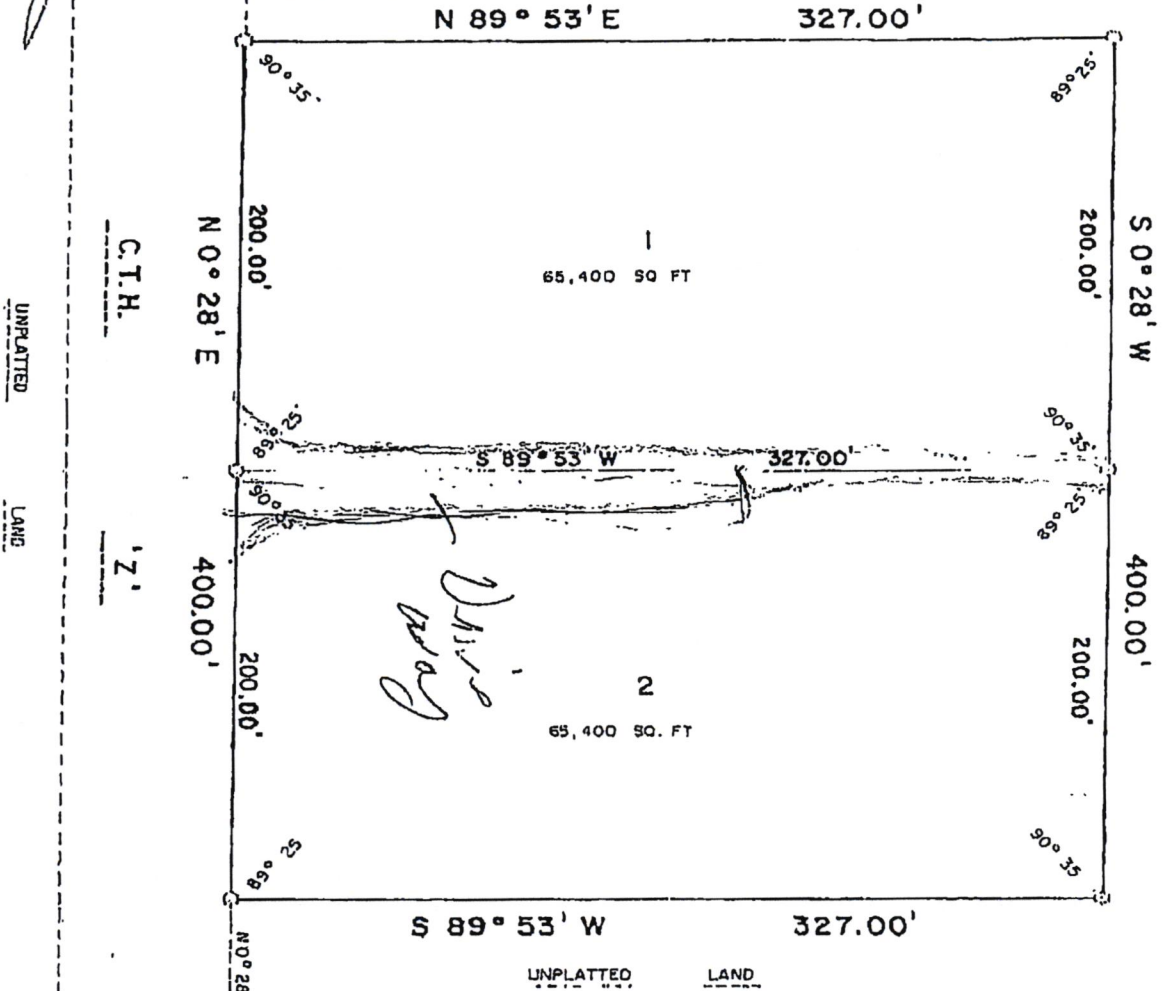
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BEARINGS REFERENCED TO
U.S. FISH & WILDLIFE SERVICE
LANDS IN SECTIONS 25 & 30

UNPLATTED LAND



LOTS 1 & 2 = 130,800 SQ. FT

1" x 30" IRON PIPE WEIGHING
113 LBS PER LINEAL FOOT

BRASS CAP MON
EAST 1/4 CORNER
SECTION 25, T17N, R8W
LACROSSE COUNTY, WIS

SHEET 1 OF 2
NOVEMBER 4, 1983

944157

Vol. 2 page 137

HOLDING TANK AGREEMENT

This agreement is made between the Government Unit (Township/City/Village) and the holding tank owner(s)



DocId:8471350
Tx:4161653

Agreement Date: 12/7/2023	
Governmental Unit: Town of Onalaska	Holding Tank Owner(s): Garden of Eden Properties LLC N5550, LLC

1815283
LACROSSE COUNTY
REGISTER OF DEEDS
ROBIN L. KADRMAS

We acknowledge the application is being made for the installation of (a) holding tank(s) on the following property: (Provide legal land description)

See Attached Legal Description

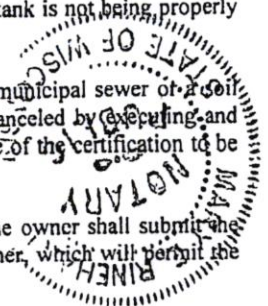
Or that continued use of the existing premises requires that a holding tank be installed on the property for the purpose of proper containment of sewage. Also, the property cannot now be served by a municipal sewer, or any other type of private sewage system as permitted under Ch. SPS 383, WI Administrative Code, Ch. 145, Stats. and Chapter 12 General Code of La Crosse County. As an inducement to the County of La Crosse to issue a sanitary permit for the above described property, we agree to do the following:

RECORDED ON
12/07/2023 12:05 PM
PAGE COUNT: 2
EXEMPT #:

RECORDING FEE 30.00

- Owner agrees to conform to all applicable requirements of Ch. SPS 383, WI Adm. Code and Chapter 12 General Code of La Crosse County relating to holding tanks. If the owner fails to have the holding tank properly serviced in response to orders issued by the County to prevent or abate a human health hazard as described in s 254.59 Stats. The governmental unit may enter upon the property and service the tank or cause to have the tank to be serviced and charge the owner by placing the charges on the tax bill as a special assessment for current services rendered. The charges will be assessed as prescribed by Ch. 66 Stats.
- Owner agrees to pay all charges and cost incurred by the governmental unit and/or County for inspection, pumping, hauling, or otherwise servicing and maintaining the holding tank in such a manner as to prevent or abate any human health hazard caused by the holding tank. The governmental unit shall notify the owner of any costs, which shall be paid, by owner within thirty (30) days from the date of notice. In the event the owner does not pay the costs within thirty (30) days, the owner specifically agrees that all the costs and charges be placed on the tax roll as a special assessment for the abatement of a human health hazard, and the tax shall be collected as provided by law.
- The owner agrees to contract with a person who is licensed under Ch. NR 113, WI Adm. Code, to have the holding tank serviced.
- The owner agrees to contract with a person licensed under Ch. NR 113, WI Adm. Code, who shall submit to the County a report in accordance with Chapter 12 General Code of La Crosse County for the servicing of the holding tank. The County may enter upon the property to investigate the condition of the holding tank when pumping reports may indicate that the holding tank is not being properly maintained.
- This agreement will remain in effect only until the County certifies that the property is served by either a municipal sewer or a soil absorption system that complies with Ch. SPS 383, WI Adm. Code. In addition, this agreement may be canceled by executing and recording said certification with reference to this agreement in such a manner which will permit the existence of the certification to be determined by reference to the property.
- This agreement shall be binding upon the owner, their heirs of the owner, and assignees of the owner. The owner shall submit the agreement to the Register of Deeds, and the agreement shall be recorded by the Register of Deeds in a manner, which will permit the existence of the agreement to be determined by reference to the property where the holding tank is installed.

Name and Return Address: Garden of Eden Properties LLC N8522 Holseth Rd Holmen, WI 54636
Parcel Identification Number (PIN): 10-02035-001



Owner(s) Name(s) - Please Print Matthias Ottenberg Sara Solberg	Governmental Unit Official Name - Please Print Stan Hauser	Subscribed and sworn to before me this date: December 7, 2023
Notarized Owner(s) Signature(s) 	Governmental Unit Official Title - Please Print Chair person	Notary Public Signature Mary Birehart
	Governmental Unit Signature 	My Commission Expires 7/7/2026

Drafted by La Crosse County Health Department - Environmental Division

EXHIBIT A
LEGAL DESCRIPTION

Lot 1 of La Crosse County Certified Survey Map filed November 7, 1983, in Volume 2 of Certified Survey Maps, page 137, as Document No. 944157, being part of the SW 1/4 of the NE 1/4 of Section 25, Township 17 North, Range 8 West, Town of Onalaska, La Crosse County, Wisconsin.



DocId:8471351

Tx:4161653

Document Number	HOLDING TANK COVENANT Document Title
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1815284

LACROSSE COUNTY
REGISTER OF DEEDS
ROBIN L. KADRMAS

RECORDED ON
12/07/2023 12:05 PM
PAGE COUNT: 2

EXEMPT #:
RECORDING FEE 30.00

Legal Description:

Jesse Solberg, N5550, LLC

HAVING APPLIED FOR A SANITARY PERMIT FOR A HOLDING TANK UNDER 12.06(4)(c) OF LA CROSSE COUNTY PRIVATE SEWAGE SYSTEM ORDINANCE, HEREBY AGREE THAT THERE SHALL BE NO CHANGE IN THE USE TO WHICH THE DESCRIBED REAL ESTATE WAS DEVOTED AT THE TIME OF EXECUTION OF THIS INSTRUMENT NOR ANY CHANGE IN OCCUPANCY OF THE SAID REAL ESTATE OR STRUCTURE(S) SITUATED THEREON WHICH SHALL RESULT IN AN INCREASE IN WASTEWATER FLOW BEYOND THAT EXISTING AT THE TIME OF EXECUTION OF THIS INSTRUMENT. IF AT ANY TIME A CHANGE OF OCCUPANCY OR USE OCCURS WHICH RESULTS IN THE SUBJECT PROPERTY EXCEEDING 60 DAYS PER YEAR, THE OWNER, BEFORE DOING SO, SHALL CAUSE ANOTHER PRIVATE SYSTEM TO BE INSTALLED IN FULL COMPLIANCE WITH WI ADMIN CODE CHAPTER SPS 383.

Name and Return Address:

N5550, LLC - Jesse Solberg
N5550 CIR 2
Onulaska, WI 54650

Parcel Identification Number (PIN):

10-02035-001

DATED 12/05/2023

SIGNED

PRINT NAME

Jesse Solberg

STATE OF WISCONSIN

PERSONALLY CAME BEFORE ME THIS 5 DAY OF December 2023 THE ABOVE NAMED

Jesse Solberg TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING

INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC Ami K Fullwood

PRINT NAME Ami K Fullwood

MY COMMISSION EXPIRES 9-2-2025



This document was drafted by the La Crosse County Environmental Health Department

EXHIBIT A
LEGAL DESCRIPTION

Lot 1 of La Crosse County Certified Survey Map filed November 7, 1983, in Volume 2 of Certified Survey Maps, page 137, as Document No. 944157, being part of the SW 1/4 of the NE 1/4 of Section 25, Township 17 North, Range 8 West, Town of Onalaska, La Crosse County, Wisconsin.