

CERTIFIED SURVEY MAP NO. 3439

VOLUME 16 **PAGE** 59

LOCATED IN THE SW 1/4 OF THE NE 1/4 OF SECTION 17, T.30N., R.12W.,
TOWN OF OTTER CREEK, DUNN COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, Tamra A. Boos, Registered Wisconsin Land Surveyor, do hereby certify that I have surveyed, divided and mapped a parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 17, Township 30 North, Range 12 West of the 4th Principal Meridian, located in and forming a part of the Town of Otter Creek, Dunn County, Wisconsin, more particularly described as follows:

Commencing at the South Quarter Corner of said Section 17;

thence, along the north/south quarter line, North 00°14'25" East, 3521.65 feet to the POINT OF BEGINNING;

thence, along said north/south quarter line, North 00°14'25" East, 438.59 feet to the northwest corner of said Southwest 1/4 of the Northeast 1/4;

thence, along the north line of said Southwest 1/4 of the Northeast 1/4, South 89°23'29" East, 983.95 feet to the northwest corner of Certified Survey Map Number 3244;

thence, along the west line of said Certified Survey Map, South 00°09'03" West, 437.30 feet;

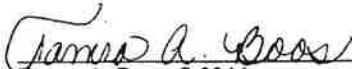
thence, North 89°28'00" West, 984.61 feet to the point of beginning;

Containing 431,047 square feet or 9.90 acres. Subject to easement as recorded on Document Number 514526 of Dunn County Records. Also subject to any and all other easements, reservations, restrictions and conveyances of record.

That I have made such survey, land division and map by the direction of Dan Miller.

That such map is a correct representation of the exterior boundaries of the land surveyed and the division of that land.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the provisions of the Dunn County Subdivision Ordinance.



Tamra A. Boos, S-2344
September 19, 2006
NELSEN LAND SURVEYING, INC.



Approved by the Dunn County Zoning Office this 21st day of Sept. 2006.



SHEET 2 OF 2

PAGE 59B

550390

DUNN COUNTY, WI
REGISTER OF DEEDS
JAMES M. MRDUTT

RECORDED ON
02/01/2008 02:25PM

REC FEE: 19.00
FEE EXEMPT #:

PAGES: 5

Document No.

EASEMENT AGREEMENT

Return to:
Schrader Law Office
1125 Broadway Street North
Menomonie, WI 54751

Parcel Numbers

THIS EASEMENT AGREEMENT (the *Agreement*) is by, between, and among Dale Merten and Barbara Merten, husband and wife, and Edward Carrell and Renee Carrell, husband and wife, all of the Town of Otter Creek, ("Grantors") and Judith Mizer, a single person ("Grantee").

RECITALS:

A. Grantors own certain land located in the **Northeast 1/4 of the Northwest 1/4 (NE 1/4 NW 1/4) and the Southeast 1/4 of the Northwest 1/4 (SE 1/4 NW 1/4) also being part of Lot 4 of Certified Survey Map No. 2333, all located in Section 17, Township 30 North, Range 12 West, Town of Otter Creek, Dunn County, Wisconsin.**

B. Grantee owns that certain parcel of land legally described as follows:

Lot One (1) of Certified Survey Map No. 3439 as recorded in Volume 16 of Certified Survey Maps, page 59, Document No. 537940. Being located in the Southwest 1/4 of the Northeast 1/4 (SW 1/4 NE 1/4) of Section 17, Township 30 North, Range 12 West, Town of Otter Creek, Dunn County, Wisconsin.

AGREEMENT

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

1. Grants.

Grantors agree to and do hereby grant and convey to Grantee a perpetual easement for driveway purposes over and across the properties owned by Grantors more particularly described as follows:

See Attached **EXHIBIT "A"**

2. Permitted Users. The easements granted in Section 1, above, may be used by Grantee and its tenants, employees, customers, and invitees.

3. Maintenance Costs. Grantors shall not be responsible for any maintenance, reconstruction or repair of the driveway described herein.

4. 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 Grantors and Grantee and their respective successors and assigns, unless expressly stated otherwise. All easements granted in this Agreement are easement appurtenant to their respective benefited parcels and may not be transferred separately from, or severed from, title to said parcels.

5. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefited party from later use of the easement rights to the fullest extent authorized in this Agreement.

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

7. 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 DUNN County, Wisconsin.

8. 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.

9. **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.


10. **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.


11. **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.

Dated: 1-31, 2008.

GRANTORS:


Dale Merten


Barbara Merten


Edward Carrell


Renee Carrell

GRANTEE:


Judith Mizer

ACKNOWLEDGMENT PAGE FOLLOWS

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF DUNN

This instrument was acknowledged before me on this 31st day of January, 2008 by Judith Mizer.

Tony R. Schrader



Notary Public, State of Wisconsin
My commission expires: permanent

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF DUNN

This instrument was acknowledged before me on this 31st day of January, 2008 by Dale Merten and Barbara Merten.

Tony R. Schrader



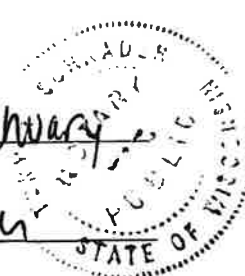
Notary Public, State of Wisconsin
My commission expires: permanent

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF DUNN

This instrument was acknowledged before me on this 31st day of January, 2008 by Edward Carrell and Renee Carrell.

Tony R. Schrader



Notary Public, State of Wisconsin
My commission expires: permanent

This document was drafted by:

SCHRADER LAW OFFICE
Tony R. Schrader
1125 Broadway Street North
Menomonie, WI 54751

EXHIBIT "A"

A parcel of land located in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, also being a part of Lot 4 of Certified Survey Map Number 2333, all located in Section 17, Township 30 North, Range 12 West of the 4th Principal Meridian, located in and forming a part of the Town of Otter Creek, Dunn County, Wisconsin, more particularly described as follows:

Commencing at the South Quarter Corner of said Section 17;
thence, along the north/south quarter line of said Section 17, North $00^{\circ}14'25''$ East, 3927.24 feet to the POINT OF BEGINNING;
thence, along the arc of a curve concave southwesterly, the long chord bearing North $71^{\circ}21'00.5''$ West 74.14 feet, having a radius of 198.00 feet and an arc length of 74.58 feet;
thence, North $82^{\circ}08'27''$ West, 73.44 feet;
thence, along the arc of a curve concave northeasterly, the long chord bearing North $60^{\circ}16'22''$ West 111.74 feet, having a radius of 150.00 feet and an arc length of 114.50 feet to the southerly right-of-way line of C.T.H. "S";
thence, along said right-of-way line and the arc of a curve concave northwesterly, the long chord bearing North $54^{\circ}45'21.5''$ East 20.05 feet, having a radius of 3995.00 feet and an arc length of 20.05 feet;
thence, along an arc of a curve concave northeasterly, the long chord bearing South $60^{\circ}30'58.5''$ East 95.82 feet, having a radius of 130.00 feet and an arc length of 98.13 feet;
thence, South $82^{\circ}08'27''$ East, 73.44 feet;
thence along the arc of a curve concave southwesterly, the long chord bearing South $72^{\circ}47'57''$ East 70.77 feet, having a radius of 218.00 feet and an arc length of 71.09 feet to said north/south quarter line;
thence, along said quarter line, South $00^{\circ}14'25''$ West, 22.59 feet to the point of beginning.