

11/4/98

**DECLARATION OF DRIVEWAY AND UTILITY EASEMENTS**  
(For Benefit of Brickyard Creek Condominium)

THIS DECLARATION OF DRIVEWAY AND UTILITY EASEMENTS (the "Easements") effective this 2<sup>nd</sup> day of November, 1998 is hereby made and declared by Brickyard Creek LLC, a Minnesota limited liability company (the "Declarant").

**RECITALS:**

WHEREAS, Declarant is the owner of certain real property in Bayfield County, State of Wisconsin legally described as Lots 1 through 6, Roy's Point Shores Subdivision (the "Property"); and

WHEREAS, Declarant wishes to declare driveway and utility easements in, over and across portions of the Property for the benefit of real property described on the attached Exhibit A (the "Benefitted Property").

NOW, THEREFORE, Declarant declares that the portion of the Property, as hereinafter described, is, and shall be, held, transferred, sold and conveyed and occupied, subject to the easements (sometimes referred to as the "Driveway and Utility Easements") hereinafter set forth, which Driveway and Utility Easements shall run with the real property and be binding on all parties having any right, title or interest in the Benefitted Property, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Description of the Driveway Easement. Declarant hereby declares easements and rights-of-way for access and egress by way of driveways over, upon and across that portion of the Property described on the attached Exhibit B (the "Driveway Property").

2. Description of the Utility Easement. Declarant hereby declares easements and rights-of-way for the purpose of laying, constructing, operating, inspecting, maintaining, repairing and replacing septic sewer tanks and lines for the conveyance of waste water; water lines for the conveyance of portable water; electric transmission and distribution lines; telephone lines; cable TV lines; and all such ancillary and appurtenant equipment required by owners of the Benefitted Property, their successors and assigns, to effectuate the efficient operation of the above-named lines, in, over, under, upon and across that portion of the Property described on the attached Exhibit C (the "Utility Property").

3. Term of Easements. The Driveway Easement and the Utility Easement granted herein shall be possessed and enjoyed by the owners of the Benefitted Property, their successors and assigns, in perpetuity.

4. Successors and Assigns. The word "Declarant" shall be deemed to mean the original Declarant and all of its successors and assigns in interest in the Property, it being understood that the grant of Easements contained herein shall be binding on Declarant, its successors and assigns. The Easements granted herein and the benefits and burdens thereunder shall run with the land. Owners of the Benefitted Property shall have the absolute right to assign all or any portion of the Easements granted herein; provided, that such assignees or successors shall be bound by the obligations imposed herein.

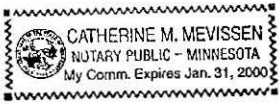
IN WITNESS WHEREOF, the undersigned has executed this instrument the date first above-written.

BRICKYARD CREEK LLC

By *Robert L. Davidson*  
Robert L. Davidson  
Its Principal Manager

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF HENNEPIN   )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of November, 1998 by Robert L. Davidson, the Principal Manager of Brickyard Creek LLC, a Minnesota limited liability company, on behalf of the company.



*Catherine M. Mevisen*  
Notary Public

THIS INSTRUMENT DRAFTED BY:

Robert L. Davidson  
470 Pillsbury Center  
200 South Sixth Street  
Minneapolis, MN 55402  
(612) 337-9300  
Fax: (612) 337-9310

V752P358

## EXHIBIT A

### The Benefited Property

Government Lot 1 of Section 6, Township 50 North, Range 3 West, EXCEPT that portion thereof which is part of Dalrymple's Addition to Bayfield, in the Town of Bayfield, Bayfield County, Wisconsin; and Except that portion thereof which is a part of Roy's Point Subdivision, in the Town of Bayfield, Bayfield County, Wisconsin.

Government Lot 2 of Section 6, Township 50 North, Range 3 West, in the Town of Bayfield, Bayfield County, Wisconsin, EXCEPT:

1. All that portion thereof included in the Plat of Dalrymple's Addition.
2. The South 796 feet of Said Government Lot 2.
3. Certified Survey Map No. 000211 as recorded in the office of the Register of Deeds for Bayfield County, Wisconsin on January 23, 1978 in Volume 2 of Certified Survey Maps, on page 263, as Document No. 319222.
4. That portion thereof which is a part of Roy's Point Shores Subdivision, in the Town of Bayfield, Bayfield County, Wisconsin.

Lots 3, 4, 5, 6, 7, 13, 14, 15, 16, 17, Block 79, Dalrymple's Addition, in the Town of Bayfield, Bayfield County, Wisconsin.

Lots 1, 2 and 3, Certified Survey Map No. 000211 as recorded in the office of the Register of Deeds for Bayfield County, Wisconsin on 1/23/78 in Vol. 2 of CSM, on page 263, Document No. 319222.

**EXHIBIT B**

**The Driveway Property**

That part of Lots 1 through 6, Roy's Point Shores Subdivision, Bayfield County, Wisconsin lying westerly of the west line of the 66 foot wide Private Access Easement depicted on said plat of Roy's Point Shores Subdivision.

**EXHIBIT C**

**The Utility Property**

That part of Lots 1 through 6, Roy's Point Shores Subdivision, Bayfield County, Wisconsin lying westerly of the east line of the 66 foot wide Private Access Easement depicted on said plat of Roy's Point Shores Subdivision.

CONSENT AND JOINDER TO EASEMENT BY MORTGAGEE

Mid-Wisconsin Bank ("Mortgagee") is the Mortgagee of portions of the real property described in this Easement by a Mortgage dated the 7th day of August, 1992, which Mortgage deed was filed for record with the Register of Deeds, Bayfield County, Wisconsin, on the 8th day of ~~August~~ September, 1991 as Document No. 435453 ① and a Mortgage dated the 4th day of ~~August~~ September, 1992, which Mortgage was filed for record with the Register of Deeds, Bayfield County, Wisconsin on the 4th day of September, 1992 as Document No. 402711 ②. In its sole capacity as Mortgagee, Mortgagee hereby consents to and joins in this Easement and hereby declares that the real property herein described is, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, hereinabove set forth, which covenants, restrictions and easements shall run with the real property and be binding upon all parties having any right, title or interest in the hereinabove described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; provided, however, that this Consent and Joinder is hereby made solely for the purpose of burdening and subjecting said real property to the covenants, restrictions and easements hereinabove set forth; and provided, further, however, that by consenting to and joining in this Easement, Mortgagee shall not and does not in any manner constitute itself or obligate itself as Grantor as hereinabove defined nor does such consent and joinder in any way or manner modify or amend the terms and conditions of the above-described mortgage loans.

IN WITNESS WHEREOF, Mortgagee has caused this Consent and Joinder to be executed on the 2nd day of ~~September~~ November, 1998.

MID-WISCONSIN BANK

By  
Its

[Signature]  
J. S. P. Co.

- ① Tral 108 of undiv P. 183
- ② Tral 572 of undiv P. 45

445304

VOL 753 of REC PAGE 357-  
Ottis Korhela 362  
REGISTER OF DEEDS  
98 NOV 17 AM 10 27  
REGISTER'S OFFICE/S.S.  
BAYFIELD COUNTY, WIS.