

11/4/98

DECLARATION OF DRIVEWAY AND UTILITY EASEMENTS
(For Benefit of Lots 7, 8, 9 and 10, Roy's Point Shores Subdivision)

THIS DECLARATION OF DRIVEWAY AND UTILITY EASEMENTS (the "Easements") effective this 2nd 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 6, 7 and 8, Roy's Point Shores Subdivision (the "Property"); and

WHEREAS, Declarant wishes to declare driveway and utility easements in, over, under and across portions of the Property for the benefit of real property in Bayfield County, State of Wisconsin legally described as Lots 7, 8, 9 and 10, Roy's Point Shores Subdivision (the "Benefitted Property").

NOW, THEREFORE, Declarant declares that this 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 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 depicted on the plat of Roy's Point Shores Subdivision and described on the attached Exhibit A (the "Driveway Easement").

2. Description of Utility Easement. Declarant hereby declares easements and rights-of-way for the purpose of laying, constructing, operating, inspecting, maintaining, repairing and replacing 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 depicted on the plat of Roy's Point Shores Subdivision and described on the attached Exhibit A (the "Utility Easement").

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 Driveway Easement and the Utility Easement granted herein and the

EXHIBIT A

The Driveway Easement and the Utility Easement

An easement over and across a parcel of land lying 15 feet on each side of the following described centerline, located in Government Lot 1 and Government Lot 2 of Section 6, T. 50 N., R. 3 W., in the Town of Bayfield, Bayfield County, Wisconsin.

To locate the Point of Beginning, commence at the NW corner of said Section 6 and run N 88°11'04" E, 1501.14 feet along the north line of said Section 6. Thence leaving said north line, S 20°23'00" W, 54.00 feet along the approximate centerline of Wisconsin State Highway #13 to the centerline of platted 18th Street in Dalrymple Addition to the City of Bayfield, Wisconsin. Thence N 88°11'04" E, 170.14 feet, along said centerline to the end of said 18th Street; Thence N 13°25'24" W, 15.47 feet along the westerly boundary of the plat of ROY'S POINT SHORES; Thence along the centerline of an easement through ROY'S POINT SHORES, S 81°30'00" E, 193.52 feet. Thence N 76°00'00" E, 172.93 feet. Thence N 88°11'04" E, 423.04 feet, parallel with and 33 feet south of the north line of said Section 6. Thence S 42°12'37" E, 140.88 feet. Thence S 15°39'56" E, 358.55 feet. Thence S 34°27'15" E, 192.40 feet. Thence S 24°00'00" E, 87.12 feet. Thence S 39°34'16" E, 195.01 feet to the Point of Beginning.

Thence from said Point of Beginning by metes and bounds:

S 08°47'05" E, 82.58 feet; Thence S 36°41'17" E, 91.89 feet; Thence N 60°57'01" E, 83.20 feet; Thence S 84°33'11" E, 135.47 feet; Thence South, 63.13 feet to the terminus of the centerline of said easement.

V752P355

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, 1997, which Mortgage deed was filed for record with the Register of Deeds, Bayfield County, Wisconsin, on the 5th day of August, 1997 as Document No. 435453 (1) and a Mortgage dated the 4th day of December, 1997, which Mortgage was filed for record with the Register of Deeds, Bayfield County, Wisconsin on the 4th day of December, 1997 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, 1998.
November,

MID-WISCONSIN BANK

By [Signature]
Its [Signature]

445303

- (1) Vol 708 Deeds P. 183
- (2) Vol 572 Deeds P 45

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Otto Korhola
REGISTER OF DEEDS
'98 NOV 17 AM 10 27
REGISTER'S OFFICE/S.S.
BAYFIELD COUNTY, WIS.