

2

11/4/98

ROAD EASEMENT
(No. Highway 13 to Roys Point Blvd.)

THIS ROAD EASEMENT (the "Easement") entered into this 2nd day of November, 1998 by and between BRICKYARD CREEK LLC, a Minnesota limited liability company, as "Grantor" and BRICKYARD CREEK UMBRELLA ASSOCIATION, INC., a Wisconsin non-profit corporation, as "Grantee".

R E C I T A L S:

WHEREAS, Grantor is the owner of certain real property in Bayfield County, State of Wisconsin legally described on the attached Exhibit A (the "Property");

WHEREAS Grantee is the owner of infrastructural and recreational easements constituting a part of real property described on the attached Exhibit B (the "Benefited Property"); and

WHEREAS, Grantor wishes to declare a perpetual easement for access and egress, over, and across portions of the Property for the benefit of the Grantee and the Benefited Property.

NOW, THEREFORE, Grantor hereby grants and conveys unto Grantee an access easement upon the terms and conditions contained herein.

1. Description of Easement. Grantor hereby grants an easement for access and egress unto Grantee over, upon and across that portion of the Property described on the attached Exhibit C (the "Road Property").

2. Term of Easement. The Road Easement granted herein shall be possessed and enjoyed by the Grantee and owners of the Benefited Property, their successors and assigns, in perpetuity.

3. Ingress, Egress and maintenance. Grantee and Owners of the Benefited Property, their successors and assigns, shall have the permanent right of ingress and egress over that portion of the Property that is contiguous to the Road Easement that is reasonably necessary for the purpose of inspecting, maintaining, repairing and replacing the Road Easement.

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

EXHIBIT A

The Property

Government Lot Two (2) of Section Six (6), Township Fifty (50) North, Range Three (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.

Lots Three (3), Four (4), Five (5), Six (6), Seven (7), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17), Block Seventy-nine (79), Dalrymple's Addition, in the Town of Bayfield, Bayfield County, Wisconsin.

Government Lot One (1) of Section Six (6), Township Fifty (50) North, Range Three (3) West, EXCEPT that portion thereof which is a part of Dalrymple's Addition to Bayfield, in the Town of Bayfield, Bayfield County, Wisconsin.

EXHIBIT B

The Benefited Property

Lot One (1) 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.

Government Lot Two (2) of Section Six (6), Township Fifty (50) North, Range Three (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.

Lots Three (3), Four (4), Five (5), Six (6), Seven (7), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17), Block Seventy-nine (79), Dalrymple's Addition, in the Town of Bayfield, Bayfield County, Wisconsin.

Government Lot One (1) of Section Six (6), Township Fifty (50) North, Range Three (3) West, EXCEPT that portion thereof which is a part of Dalrymple's Addition to Bayfield, in the Town of Bayfield, Bayfield County, Wisconsin.

October 27, 1998

**ACCESS EASEMENT THROUGH BRICKYARD CREEK CONDOMINIUM AND
ROY'S POINT SHORES SUBDIVISION FROM HIGHWAY #13 TO ROY'S POINT
BOULEVARD**

An easement over and across a parcel of land lying 50 feet on each side of the following described centerline of 18th Street in Dalrymple Addition to the City of Bayfield and 33 on each side of the remaining described centerline, all 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, which is the Point of Beginning.

Thence from said Point of Beginning by metes and bounds:

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 easterly boundary of said 18th Street; Thence along the centerline of the easement, S 81°30'00" E, 193.52 feet. Thence N 76°00'00" E, 172.93 feet. Thence N 88°11'04" E, 399.45 feet, parallel with and 33 feet south of the north line of said Section 6 to the westerly boundary of ROY'S POINT SHORES. Thence continuing through ROY'S POINT SHORES, N 88°11'04" E, 23.59 feet. 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, 162.01 feet. Thence S 53°31'44" W, 117.94 feet. Thence S 24°29'52" W, 213.07 feet. Thence along the arc of a curve to the right, having a radius of 2457.22 feet, a central angle of 06°14'47" and a chord which bears S 27°37'15" W and measures 267.76 feet, 267.89 feet. Thence S 30°44'39" W, 168.35 feet. Thence along the arc of a curve to the left, having a radius of 199.53 feet, a central angle of 28°08'10" and a chord which bears S 16°40'34" W and measures 97.00 feet, 97.98 feet. Thence S 02°36'29" W, 21.47 feet to the centerline of Roy's Point Boulevard, which is the terminus of the centerline of said easement.

V752P385

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 8th day of August, 1997 as Document No. 435453 ① and a Mortgage dated the 4th day of December, 1992, which Mortgage was filed for record with the Register of Deeds, Bayfield County, Wisconsin on the 4th day of December, 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, 1998.
November,

MID-WISCONSIN BANK

By
Its

[Signature]
Just V. Ras

- ① Val 108 Deeds P. 183
- ② Val. 572 Deeds P. 45

445307

VOL 752 OF Rec PAGE 381-386
Otto Korpela
REGISTER OF DEEDS
'98 NOV 17 AM 10 28
REGISTER'S OFFICE/S.S.
BAYFIELD COUNTY, WIS.