DOCUMENT NO. 1547458

STATE BAR OF WISCONSIN FORM 1—1982
WARRANTY DEED

THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS. } SS
RECORDED ON

1989 JUL 28 AM 11:29

REEL 1126 IMAGE 1029

REGISTER OF DEEDS

1547458

RETURN TO
First Wisconsin Bank of Mayfair
2300 N. Mayfair Road
Wauwatosa, WI 53226

This Deed, made between Fred R. Snyder and Laura D. Snyder, husband and wife, Grantor,

and James S. Repp and Barbara J. Repp, husband and wife, Grantee,

Witnesseth, That the said Grantor, for a valuable consideration conveys to Grantee the following described real estate in Waukesha County, State of Wisconsin:

Tax Parcel No: GNT-1577-984--003

Parcel B of Certified Survey Map No. 3704, recorded October 2, 1979 in Volume 28 of Certified Survey Maps on pages 210, 211 and 212, as Document No. 1108870, being a re-division of Parcel 2, Certified Survey Map No. 3553, recorded April 10, 1979 in Volume 27 of Certified Survey Maps on pages 108, 109 and 110, as Document No. 1086810, being part of the Northwest One-quarter (1/4) and Northeast One-Quarter (1/4) of Section Thirty-five (35), Township Six (6) North, Range Eighteen (18) East, Town of Genesee, County of Waukesha, State of Wisconsin,
Together with and subject to the Access Easement as set forth on Certified Survey Map No. 3704, recorded October 2, 1979 in Volume 28 of Certified Survey Maps on pages 210, 211 and 212, as Document No. 1108870 and as set forth on Certified Survey Map No. 3553, recorded April 10, 1979 in Volume 27 of Certified Survey Maps on pages 108, 109 and 110, as Document No. 1086810.

(SEE REVERSE SIDE FOR ADDITIONAL LEGAL)

TRANSFER
$ 1.00
FEE

This IS NOT (is) (is not) homestead property.

Together with all and singular the hereditaments and appurtenances thereunto belonging;
And Fred R. Snyder and Laura D. Snyder warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances, recorded easements for public utilities, recorded building and use restrictions and covenants, and general taxes levied in the year hereof,
and will warrant and defend the same.

Dated this 21st day of July 19 89

Fred R. Snyder (SEAL)

Laura D. Snyder (SEAL)

AUTHENTICATION

Signature(s)

authenticaied this day of , 19

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
Thomas C. Kinosian

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN } ss.
MILWAUKEE County.

Personally came before me this 21st day of July, 19 89 the above named Fred R. Snyder and Laura D. Snyder

to me known to be the person S who executed the foregoing instrument and acknowledge the same.

DAVID G. KINOSTAD

Notary Public MILWAUKEE County, Wis.
My Commission is permanent. (If not, state expiration date: , 19)

*Names of persons signing in any capacity should be typed or printed below their signatures.

STATE BAR OF WISCONSIN
FORM No. 1—1982

329

AGREEMENT REGARDING MAINTENANCE, IMPROVEMENTS AND REPAIRS FOR PRIVATE DRIVEWAY, TOWN OF GENESEE, WAUKESHA COUNTY, WISCONSIN

AGREEMENT, made and entered into this _____ day of May, 1999, by and between Joseph L. Meyer and Judy Foster-Meyer (hereinafter referred to as the "Meyers"), Richard C. Robinson and Margaret E. Robinson (hereinafter referred to as the "Robinsons"), and Nick E. Zylstra (hereinafter referred to as "Zylstra"), being owners of real estate in the Town of Genesee, Waukesha County, Wisconsin;

W I T N E S S E T H :

WHEREAS, the Robinsons are the owners of the real estate known as S57 W29587 Saylesville Road, Genesee, Wisconsin, Tax Key No. GNT 1578.993, legally described as follows:

> Lot Three (3) of Certified Survey Map No. 4961, recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on June 19, 1986, in Volume 40 of Certified Survey Maps, pages 191, 192 and 193, as Document No. 1352800, being a part of the South East One-quarter (1/4) of the North West One-quarter (1/4) and of the South West One-quarter (1/4) of the North East One-quarter (1/4) of Section Thirty-five (35), in Township Six (6) North, Range Eighteen (18) East, and a Redivision of Parcel Two (2) of Certified Survey Map No. 2318, in the Town of Genesee, Waukesha County, Wisconsin.
>
> Together with non-exclusive access easements as shown on Certified Survey Map No. 4961 and on Certified Survey Map No. 3553, recorded in said Register's office on April 10, 1979, in Volume 27 of Certified Survey Maps, pages 108, 109 and 110, as Document No. 1086810; and

WHEREAS, the Meyers are the owner of the real estate known as S57 W29537 Saylesville Road, Genesee, Wisconsin, Tax Key No. GNT 1577.984.003, Part of GNT 1577.984.002 and Part of GNT

1577.984.001, legally described as follows:

Parcel 1: Parcel B of Certified Survey Map No. 3704, recorded October 2, 1979 in Volume 28 of Certified Survey Maps on pages 210, 211, and 212, as Document No. 1108870, being a re-division of Parcel 2, Certified Survey Map No. 3553, recorded April 10, 1979 in Volume 27 of Certified Survey Maps on pages 108, 109, and 110, as Document No. 1086810, being a part of the Northwest One-quarter (1/4) and Northeast One-quarter (1/4) of Section Thirty-five (35), Township Six (6) North, Range Eighteen (18) East, Town of Genesee, County of Waukesha, State of Wisconsin.

Parcel 2: Together with and subject to a Non-exclusive easement for the benefit of Parcel 1 created by Certified Survey Map No. 3704, recorded October 2, 1979 in Volume 28 of Certified Survey Maps on pages 210, 211 and 212, as Document No. 1108870 and by Certified Survey Map No. 3553, recorded April 10, 1979 in Volume 27 of Certified Survey Maps on pages 108, 109, and 110, as Document No. 1086810 for access over and across the following described premises: Parcel 1 of Certified Survey Map No. 3553 and Parcel A of Certified Survey Map No. 3704.

WHEREAS, Zylstra is the owner of the real estate known as S57 W29563 Saylesville Road, Genesee, Wisconsin, Tax Key No. GNT 1577 984 002, legally described as follows:

Parcel A of Certified Survey Map No. 3704, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on October 2, 1979, in Volume 28 of Certified Survey Maps, Pages 210, 211 and 212, as Document No. 1108870, being a redivision of Parcel 2 of Certified Survey Map No. 3553, being a part of the Northwest One-quarter (1/4) and Northeast One-quarter (1/4) of Section Thirty-five (35), Township Six (6) North, Range Eighteen (18) East, in the Town of Genesee, Waukesha County, Wisconsin, together with a non-exclusive Access Easement as shown on Certified Survey Map No. 3553 and Certified Survey Map No. 3704.

WHEREAS, there is presently an asphalt paved private driveway that provides access through an Access Easement to all three (3) above described parcels of real estate.

WHEREAS, the parties hereto desire to now establish and confirm of record their rights and responsibility of usage and maintenance of said paved driveway.

NOW, THEREFORE, in consideration of the promises and of the covenants and agreements herein set forth and for other good and valuable considerations, receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows, to wit:

1. Each party hereto shall cooperate fully with the other parties in the use of said driveway and shall not use the same in a manner which causes any undue inconvenience to the other parties, including parking vehicles in such a manner as to block the use of said driveway by the other parties.

2. Each party hereto agrees to be responsible for all costs associated with the proper maintenance, repair, upkeep, improvements and snow plowing of said driveway in the proportions as hereinafter set forth:

Robinsons	-	25%
Meyers	-	40%
Zylstra	-	35%

3. The parties hereto agree that at least every three (3) years the driveway will be inspected by a professional, as mutually agreed by all parties, and all parties agree that the maintenance, improvements and/or repairs as recommended by said professional will be accomplished within a reasonable time

thereafter and the costs paid for in the proportions as set forth above.

4. In the event of any dispute between the parties concerning this Agreement which is not settled by the parties, such dispute shall be submitted to arbitration pursuant to the rules of the American Arbitration Association. Any decision rendered by said Association shall be final, conclusive and binding on all parties hereto.

5. All provisions of this Agreement shall run with and are appurtenant to all real estate described herein and are binding upon and inure to the heirs, devises, successors, assigns, personal representatives and tenants of the parties hereto.

6. This Agreement constitutes the entire agreement and understanding between the parties hereto and cancels, terminates and supersedes any prior agreements or understandings relating to the subject matter hereof between the parties. There are no representations, promises, obligations, agreements, warranties, covenants or undertakings other than those expressly set forth herein. None of the provisions of this Agreement may be modified or amended except in writing signed by all parties. Failure of any party to require the performance of any term in this Agreement or the waiver by any party of any breach thereof shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

7. This Agreement shall be governed and construed under the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the undersigned have hereunto caused this instrument to be executed the day, month and year first above written.

Joseph I. Meyer

Judy Foster-Meyer

Richard C. Robinson

Margaret E. Robinson

Nick E. Zylstra

Subscribed and sworn to before
me this _____ day of May, 1999.

Notary Public, Wisconsin
My Commission _____

This instrument was drafted by David A. Affeldt.

In addition to the foregoing 66' wide access easement and 33' wide access easement, as described in Certified Survey Map No. 3704, an easement for access and utilities across the area of land designated in Exhibit "A", attached hereto, as "EXTENDED EASEMENT" and described as follows:

All that part of parcel "A" as recorded in Volume 28 of Certified Survey Maps on pages 210-212 as Document No. 1108870 and Map No. 3704, being a redivision of parcel 2 as recorded in Volume 27 of Certified Survey Maps on pages 108-110 as Document No. 1086810, and being a part of the Northwest Quarter (NW 1/4) and Northeast Quarter (NE 1/4) of Section 35, Town 6 North, Range 18 East, Town of Genesee, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the northwesterly corner of Parcel "B" of said Certified Survey Map No. 3704, also being a corner of said Parcel "A"; thence South 39° 59' 52" East along the common line between said parcels "A" and "B", 100.000 feet to the place of beginning of the easement hereinafter described: thence continuing South 39° 59' 52" East along said common line 250.000 feet to an angle point in said line; thence South 50° 54' 53" East along said common line 100.000 feet; thence South 39° 05' 07" West 33.000 feet; thence North 50° 54' 53" West 103.153 feet; thence North 39° 59' 52" West 253.153 feet to a point on the present easement as recorded in said Certified Survey Map No. 3704; thence North 50° 00' 08" East along said easement 33.000 feet to the place of beginning.

This easement for access and utilities shall include the right to install, use, maintain, repair and replace utility poles, lines, pipes and cables; to construct, use, maintain, repair and reconstruct a roadway, to grantee's specifications and at grantee's expense; and to have the free and unrestricted use of the easement area for ingress and egress to and from the property of the grantee, and for uses incidental thereto. The easement is for the benefit of and appurtenant to the lands of the grantee, or any portion thereof.

The grantors reserve to themselves, their heirs, successors and assigns, the use of the "EXTENDED EASEMENT". If the grantors' use of the easement area is on a daily basis, the grantors agree, for themselves, their successors and assigns, to be liable thereafter for their equal share of the costs of the maintenance, repair and reconstruction of the roadway.

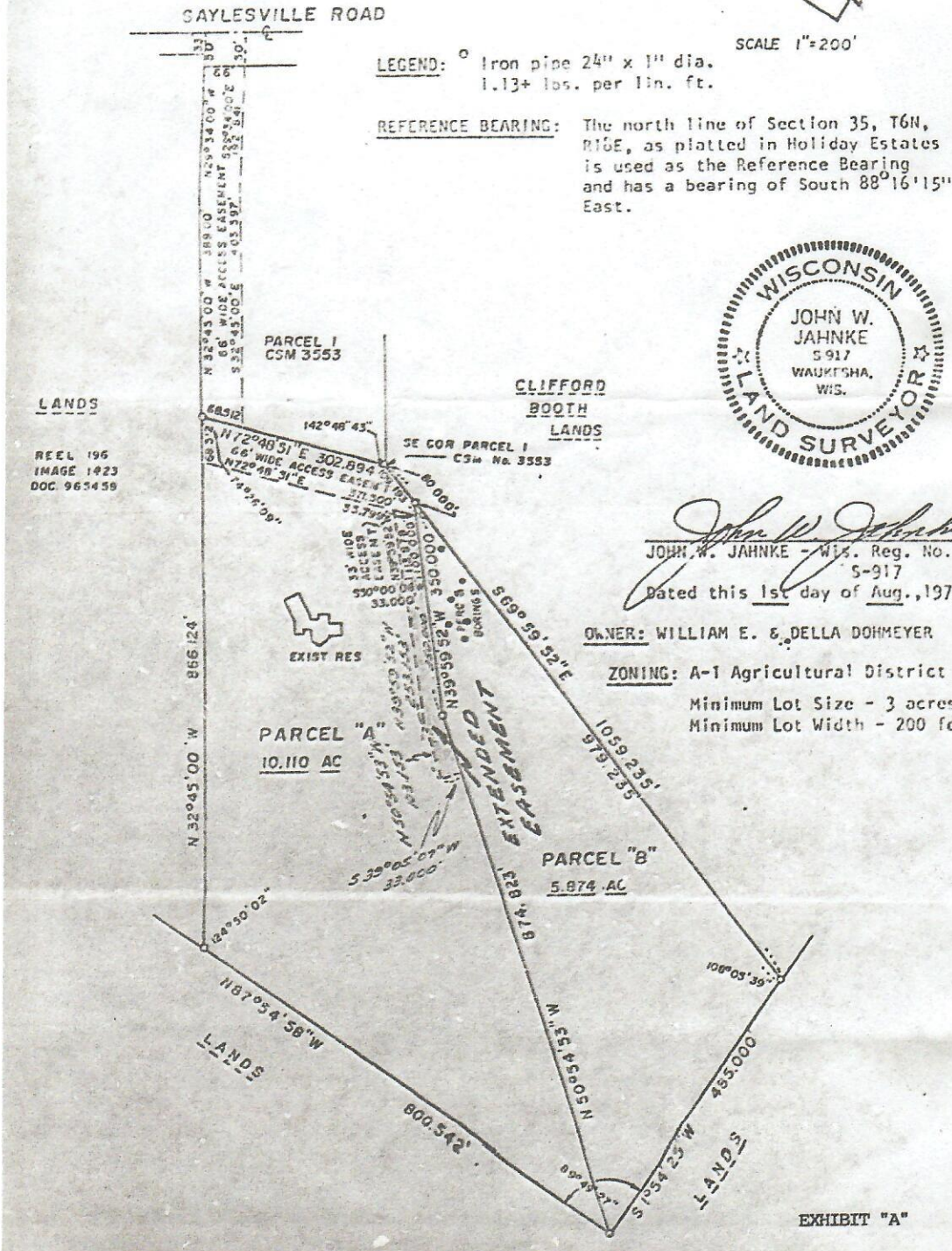
PAGES 210 - 212
DOC. NO. 1102810

EXTENSION OF ACCESS & UTILITY EASEMENT

REEL 1126 IMAGE 1031

CERTIFIED SURVEY MAP NO. 3204
Being a Redivision of Parcel 2 as
Recorded in Volume 27 of Certified Survey Maps
on Pages 108, 109 & 110 as Document No. 1086810
Part of the NW 1/4 & NE 1/4 of Section 35, T6N, R18E
TOWN OF GENESEE, WAUKESHA COUNTY, WISCONSIN

SCALE 1"=200'



LEGEND: ° Iron pipe 24" x 1" dia. 1.13+ lbs. per lin. ft.

REFERENCE BEARING: The north line of Section 35, T6N, R18E, as platted in Holiday Estates is used as the Reference Bearing and has a bearing of South 88°16'15" East.

WISCONSIN
JOHN W. JAHNKE
S-917
WAUKESHA, WIS.
LAND SURVEYOR

JOHN W. JAHNKE - Wis. Reg. No. S-917
Dated this 1st day of Aug., 1979

OWNER: WILLIAM E. & DELLA DOHMEYER

ZONING: A-1 Agricultural District
Minimum Lot Size - 3 acres
Minimum Lot Width - 200 feet

EXHIBIT "A"

RESIDENTIAL OWNERS FORM
TICOR TITLE INSURANCE COMPANY
SCHEDULE A

FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
NTA-96-0163	50 3066 097 00003321	April 13, 1996 at 7:00 O'Clock A.M.	$320,000.00

1. Name of Insured:

   Joseph L. Meyer and Judy Foster-Meyer, husband and wife

2. Your interest in the land covered by this Policy is:

   Fee Simple

   Subject to:

   Mortgage, according to the terms and provisions thereof, from Joseph L. Meyer and Judy Foster-Meyer, husband and wife, to Shelter Mortgage Corporation, in the originally stated amount of $207,000.00, dated April 4, 1996 and recorded April 12, 1996 in Reel 2213, Image 406 as Document No. 2115602.
   The foregoing Mortgage was assigned from Shelter Mortgage Corporation to Guaranty Bank, S.S.B., dated April 4, 1996, recorded April 12, 1996 in Reel 2213, Image 411 as Document No. 2115603.

   and the matters shown in Schedule B.

3. The land referred to in this Policy is described as follows:

   Parcel 1
   Parcel B of Certified Survey Map No. 3704, recorded October 2, 1979 in Volume 28 of Certified Survey Maps on pages 210, 211, and 212, as Document No. 1108870, being a re-division of Parcel 2, Certified Survey Map No. 3553, recorded April 10, 1979 in Volume 27 of Certified Survey Maps on pages 108, 109, and 110, as Document No. 1086810, being a part of the Northwest One-quarter (1/4) and Northeast One-quarter (1/4) of Section Thirty-five (35), Township Six (6) North, Range Eighteen (18) East, Town of Genesee, County of Waukesha, State of Wisconsin.

   Parcel 2
   Together with and subject to a Non-exclusive easement for the benefit of Parcel 1 created by Certified Survey Map No. 3704, recorded October 2, 1979 in Volume 28 of Certified Survey Maps on pages 210, 211 and 212, as Document No. 1108870 and by Certified Survey Map No. 3553, recorded April 10, 1979 in Volume 27 of Certified Survey Maps on pages 108, 109, and 110, as Document No. 1086810 for access over and across the following described premises: Parcel 1 of Certified Survey Map No. 3553 and Parcel A of Certified Survey Map No. 3704.

   Tax Key Number: GNT 1577.984.003, Part of GNT 1577.984.002, Part of GNT 1577.984.001

RESIDENTIAL OWNERS FORM
TICOR TITLE INSURANCE COMPANY
SCHEDULE B

Policy Number: 50 3066 097 00003321

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

Special Exceptions: The mortgage, if any, referred to in Item 2 of Schedule A.

1. Any matters, other than those insured against under Covered Title Risks 1 to 13 inclusive, which would be disclosed by an accurate survey and inspection of the land.

2. Taxes or assessments, if any, which are liens on the land but do not yet appear on the tax rolls.

3. Any lien on your title, arising now or later, for labor and material furnished before the policy date, if no notice of such a lien appears on the public records.

4. Rights or claims of parties in possession not shown by the public record.

5. Liens or deferred charges not shown on the tax roll for installations and connections of water and sewer laterals, mains and service pipes.

6. Taxes, general and special, for the year 1996.

7. Possible special charge for reassessment of taxes for 1991 and subsequent years, based upon future lottery credit disallowance.

8. Sewer and Water Usage Charges, if any.

9. Easement for utilities as granted to The Milwaukee Electric Railway and Light Company, recorded November 16, 1926, in Volume 203, Page 423, as Document No. 146985.

10. Easement for utilities as granted to Wisconsin Electric Power Company, recorded June 24, 1943, in Volume 339, Page 418, as Document No. 257093.

11. Easement for utilities as granted to Wisconsin Electric Power Company and Wisconsin Telephone Company, recorded September 5, 1979, in Reel 376, Image 681, as Document No. 1105501.

12. Easement for utilities as granted to Wisconsin Electric Power Company and Northwest Telephone Company, recorded September 5, 1979, in Reel 376, Image 684, as Document No. 1105502.

13. Easement for utilities as granted to Wisconsin Electric Power Company, recorded October 30, 1979, in Reel 385, Image 401, as Document No. 1112002.

14. Easement for utilities as granted to Wisconsin Electric Power Company and Northwest Telephone Company, recorded November 21, 1979, in Volume 388, Page 424, as Document No. 1114256.

Countersigned

Donna Danielson

Authorized Signatory

SCHEDULE B
Residential Owners
Reorder Form No. 3515 (Rev. 2/89)

Schedule B of this Policy consists of 3 page(s).

Policy Number: 50 3066 097 00003321

15. Reservation for 66' wide utility easement as delineated on the plat of Certified Survey Map No. 3553, recorded April 10, 1979 in Volume 27 of Certified Survey Maps on pages 108-110 inclusive, as Document No. 1086810.

16. Reservation for 66' wide access easement as delineated on the plat of Certified Survey Map No. 3553, recorded April 10, 1979 in Volume 27 of Certified Survey Maps on pages 108-110 inclusive, as Document No. 1086810.

17. Reservation for 66' and 33' wide access easement as delineated on the plat of Certified Survey Map No. 3704, recorded October 2, 1979 in Volume 28 of Certified Survey Maps on pages 210-212 inclusive, as Document No. 1108870.

18. Reservation for Extended Easement for access and utilities as contained in Warranty Deed recorded July 28, 1989 in Reel 1126, Image 1029 as Document No. 1547458.

19. Consent to Creation of Easement, executed by First Financial Bank, F.S.B., on July 20, 1989, recorded July 28, 1989, in Reel 1126, Image 1035, as Document No. 1547461.

20. Terms, conditions, restrictions and provisions as contained in Warranty Deed recorded July 28, 1989 in Reel 1126, Image 1029 as Document No. 1547458, reciting as follows:

"This easement for access and utilities shall include the right to install, use, maintain, repair and replace utility poles, lines, pipes and cables; to construct, use, maintain, repair and reconstruct a roadway, to grantee's specifications and at grantee's expense; and to have the free and unrestricted use of the easement area for ingress and egress to and from the property of the grantee, and for uses incidental thereto. The easement is for the benefit of and appurtenant to the lands of the grantee, or any portion thereof.

The grantors reserve to themselves, their heirs, successors and assigns, the use of the "EXTENDED EASEMENT". If the grantors' use of the easement area is on a daily basis, the grantors agree, for themselves, their successors and assigns, to be liable thereafter for their equal share of the costs of the maintenance, repair and reconstruction of the roadway."

21. Terms, conditions, restrictions, and provisions, relating to the use and maintenance of the easement described as Parcel 2 of the subject premises as contained in Certified Survey Map 3704 recorded October 2, 1979 in Volume 28 of Certified Survey Maps on pages 210-212 inclusive as Document No. 1108870 and in Certified Survey Map No. 3553 recorded April 10, 1979 in Volume 27 of Certified Survey Maps on pages 108-110 inclusive, as Document No. 1086810.

22. It is stipulated that nothing herein is to be construed as insuring that the easement described as Parcel 2 of the subject premises is open and unobstructed.

23. Restriction as shown on the plat of Certified Survey Map No. 3704, recorded October 2, 1979 in Volume 29 of Certified Survey Maps on pages 210-212 inclusive, as Document No. 1108870, reciting as follows:

"Minimum Lot Size - 3 acres
Minimum Lot Width - 200 feet"

24. Rights of the public in so much of the subject premises as are affected by Ordinance adopted by the Board of Supervisors of Waukesha County, June 18, 1954 and approved by the various towns in said County, establishing the width of C.T.H. "X" at 100 feet, and ordaining that said highway be widened to the width so established; together with the right of the public in that portion of said premises lying within the limits of said road and not affected by said ordinance. A notice and plat, etc., in said matter was filed April 18, 1957 as No. 1.

Policy Number: 50 3066 097 00003321

25. Public or private rights in any portion of the premises described in Schedule A hereof which may be laid out or used for street (highway) and/or alley purposes.

26. Rights of the public in that portion of the within described premises lying within Saylesville Road.

27. Mortgage, according to the terms and provisions thereof, from Joseph L. Meyer and Judy Foster-Meyer, husband and wife, to Shelter Mortgage Corporation, in the originally stated amount of $49,000.00, dated April 4, 1996 and recorded April 12, 1996 in Reel 2213, Image 413 as Document No. 2115604.
The foregoing Mortgage was assigned from Shelter Mortgage Corporation to Guaranty Bank, S.S.B., dated April 4, 1996, recorded April 12, 1996 in Reel 2213, Image 418 as Document No. 2115605.

Because of the exceptions noted above, Covered Title Risks 8 and 9 are deleted from this policy.

Covered Title Risk 13 is deleted from this policy.

NOTE: Any provisions to the contrary notwithstanding, this policy and any endorsements thereto are valid without a countersignature.

END