640841

VOL 55 PAGE 518

DECLARATION OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, whereas the undersigned Wisconsin O'Connor Corporation, is the owner of certain parcels of land described in Exhibits "A" and "B" hereunto annexed and also a parcel of land described in Exhibit "C" hereunto annexed, and

WHEREAS, the undersigned owner intends to sell and convey to various purchasers the lots described in Exhibits "A" and "B", and such sales and conveyances are intended to and shall include the right of access to Don Jean Bay(Lauderdale Lakes) and other rights hereinafter stated;

NOW, THEREFORE, in consideration of the foregoing(and to induce purchasers to purchase lots described in Exhibits "A" and "B" Wisconsin O'Connor Corporation, a Wisconsin corporation, does by these presents hereby grant, covenant and convey to each and every purchaser() and to each and every subsequent owner) of any lot or lots described in Exhibits "A" and "B" hereof(and to their respective heirs, executors, administrators and assigns) a perpetual easement in, to, over and upon the parcel of land described in Exhibit "C" hereof for the following purposes:

1: for ingress and egress to Don Jean Bay(Lauderdale Lakes)

2:to fill, level, grade, landscape and maintain Parcel "C"

3:to build, replace and maintain one or more piers and one or more bulkheads provided that the same are in conformity with all state and local requirements.

4:to use said Parcel "C" and the beach thereof and the waters of Don Jean Bay adjacent to said beach for swimming, boating, picnicing and other proper related uses and purposes

all of such rights to be exercised at the joint, several and sole option and expense of the owners from time to time of the lots described in Exhibits "A" and "B" hereof, and no lien or charge against said Parcel "C" to arise or result therefrom.

All easement rights herein set forth shall be for the joint and several benefit of all the purchasers and owners from time to time of the lots described in Exhibits "A" and "B" hereof. Any and all improvements(such as those under the provisions of the preceding paragraph) shall be for the joint and several use, benefit and enjoyment of all such purchasers and owners. No purchaser or purchasers, owner or owners, of any of the said lots shall make use of the Parcel described in Exhibit "C" or do any act or thing that interferes with the rights of other users of the said parcel.

The undersigned hereby covenants and agrees that the land described in Exhibit "C" hereof shall remain forever vacant and unimproved, so that the purchasers and owners from time to time of any lots described in Exhibits "A" and "B" hereof, and their respective heirs, executors, administrators and assigns, shall at all times have free and unobstructed use and access to Parcel "C" in accordance with the provisions of this instrument.

See Entry Transfer Tax Vol 57 Rounds Page 466
See Mtge Vol 888 Rounds Page 364
See Bylaws Vol. 663 Pg. 90647

The foregoing shall be construed as covenants running with the land and shall be(and shall be conclusively presumed to be) inserted by reference in all deeds hereafter conveying any lot or lots described in Exhibits "A" and "B" and shall be deemed to convey and continue said easement in, to, over and upon the parcel described in Exhibit "C" hereof, and the benefits thereof shall inure to the joint and several benefit of the respective owners from time to time of any lots described in Exhibits "A" and "B" hereof, and their heirs, executors, administrators and assigns, and shall at all times be binding upon the owners of said Parcel "C" and the undersigned and its successors and assigns.

Such reference shall be substantially as follows; together with the easement described in Volume Page Document Number, Walworth County, Wisconsin.

IN WITNESS WHEREOF, the said Wisconsin O'Connor Corporation has caused these presents to be signed by Warren B. O'Connor, its President, and countersigned by A. B. O'Connor, its Secretary, and its corporate seal to be hereunto affixed this 7 day of Sept. 1971.

SIGNED AND SEALED IN THE PRESENCE OF

James F. Stanek
James F. STANEK

Eleanor A. O'Connor
Eleanor A. O'Connor

WISCONSIN O'CONNOR CORPORATION

Warren B. O'Connor, President

A. B. O'Connor, Secretary

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 7 day of Sept. 1971 Warren B. O'Connor, President and A. B. O'Connor, Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

Eleanor A. O'Connor
Eleanor A. O'Connor

Notary Public, Milwaukee County

My Commission Expires Jan. 19, 1975

THIS INSTRUMENT WAS DRAFTED BY

ATTY. G. RUSSELL CROTTY

EXHIBIT "A"

Lots 11,12,13,14,15,16,17,18,19 and 20 in STRAWBERRY BANKE PLANTATION SUBDIVISION in the Southwest 1/4 of Section 36, in Township 4 North, Range 16 East and the Northwest 1/4 of Section 1, in Township 3 North, Range 16 East in Walworth County, Wisconsin.

EXHIBIT "B"

Lots 21,22,23,24,25,26,27,28,29,31,32,33,34 and 35 in STRAWBERRY BANKE PLANTATION ADDITION NO. 1, in the Southwest 1/4 of Section 36, in Township 4 North, Range 16 East, and the Northwest 1/4 of Section 1, Township 3 North, Range 16 East, in Walworth County, Wisconsin.

EXHIBIT "C"

ALL of Outlot "A" in STRAWBERRY BANKE PLANTATION SUBDIVISION, located in the South West 1/4 of Section 36, in Township 4 North, Range 16 East, and the North West 1/4 of Section 1, in Township 3 North, Range 16 East, in Walworth County, Wisconsin; except a strip 12 feet wide extending Northwesterly 250 feet along the Westerly lot line from the South West corner and further excepting a strip 25 feet wide extending Northwesterly along the Westerly lot line from the aforementioned 12 foot strip to the Northerly Lot line.

RECORDED IN VOL 55
PAGE 518
'71 SEP 15 AM 11 27

W.O. ETCHPAW
REG. OF DEEDS
WALWORTH COUNTY, WIS