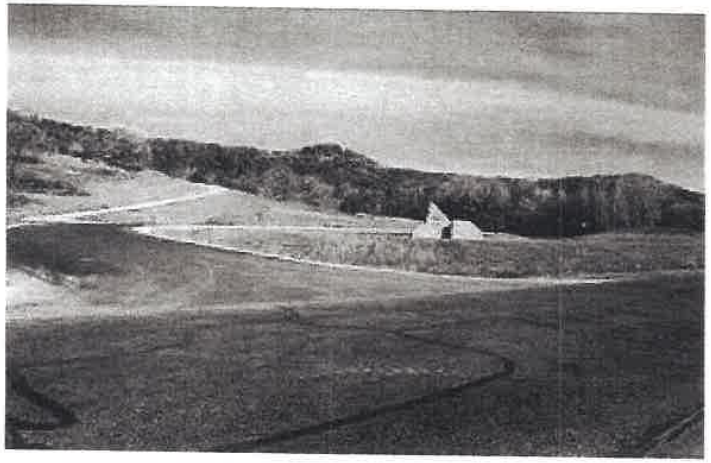
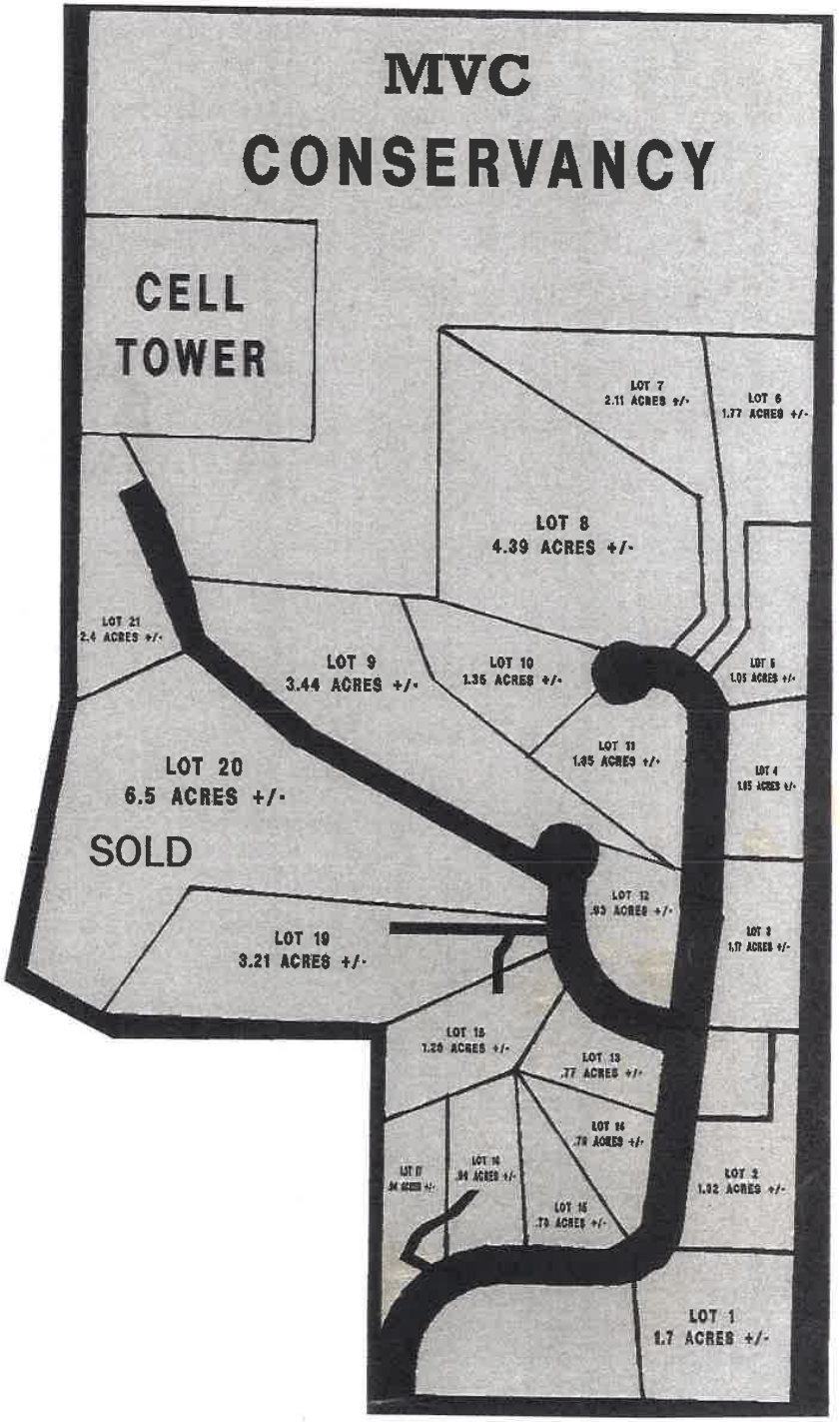







MVC
CONSERVANCY
CELL
TOWER
LOT 7
2.11 ACRES +/-
LOT 6
1.77 ACRES +/-
LOT 8
4.39 ACRES +/-
LOT 21
2.4 ACRES +/-
LOT 9
3.44 ACRES +/-
LOT 10
1.35 ACRES +/-
LOT 5
1.05 ACRES +/-
LOT 11
1.95 ACRES +/-
LOT 4
1.85 ACRES +/-
LOT 20
6.5 ACRES +/-
SOLD
LOT 12
.93 ACRES +/-
LOT 3
1.77 ACRES +/-
LOT 19
3.21 ACRES +/-
LOT 15
1.26 ACRES +/-
LOT 13
.77 ACRES +/-
LOT 14
.78 ACRES +/-
LOT 2
1.92 ACRES +/-
LOT 16
.73 ACRES +/-
LOT 1
1.7 ACRES +/-

Document Number

Declaration of Restrictions

Title of Document

Lots 1 through 21 and Outlots 1, 2 and 3 of Grayhawk Subdivision located in part of the SW 1/4 of the SE 1/4 of Section 17, T17N, R7W, and part of the NW 1/4 of the NE 1/4 and part of the NE 1/4 of the NW 1/4 of Section 20, T17N, R7W, Town of Onalaska, La Crosse County, Wisconsin.

Record this document with the Register of Deeds

Name and Return Address:
Attorney R. P. Smyth
SMYTH & DUNN
P.O. Box 1627
La Crosse, WI 54602-1627

10-3046-0;10-3047-0; 10-3048-0; 10-3049-0; 10-3050-0; 10-3051-0; 10-3052-0; 10-3053-0; 10-3054-0; 10-3055-0; 10-3056-0; 10-3057-0; *

(Parcel Identification Number)

Drafted by:

Attorney R. P. Smyth
SMYTH & DUNN
P.O. Box 1627
La Crosse, WI 54602-1627

*10-3058-0; 10-3059-0; 10-3060-0; 10-3061-0; 10-3062-0; 10-3063-0; 10-3064-0; 10-3065-0; 10-3066-0; 10-3067-0; 10-3068-0; 10-3069-0

DECLARATION OF RESTRICTIONS

T & D Real Estate Investments, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Wisconsin (the "Developer"), the owner of all property within the boundaries of the plat of Grayhawk Addition to the Township of Onalaska, La Crosse County, Wisconsin, except Outlot 3 (which is owned by the Mississippi Valley Conservancy, Inc.), hereby makes the following declaration as to limitations, restrictions and uses of the land for the benefit of the present owner and all future owners of all lots in the plat except Outlot 3.

The declarations herein shall be covenants running with the land, as provided by law, and shall be binding on all parties and all persons claiming under them; these declarations of restrictions are designed for the purpose of keeping the aforementioned lots in the Grayhawk Addition, an area which is desirable, uniform and suitable for architectural design and use as specified herein.

To the extent that these covenants may be inconsistent with other covenants, restrictions or limitations affecting any part of the property, these covenants shall amend and supersede the others.

ARTICLE I: LAND USE AND CONSTRUCTION REQUIREMENTS

A. All lots shall be used for single family residence purposes only and shall be constructed to meet the following minimum requirements: The finished living area of the main structure, exclusive of one-story open porches and garages, shall not be less than two thousand two hundred (2,200) square feet. Any such single family dwelling shall have a minimum value of Two Hundred Twenty Thousand and no/100's Dollars ($220,000.00) at the time of construction, based upon existing construction costs as of October 1, 2008 and adjusted annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Midwest Urban Size B/C. The valuation shall include the value of the dwelling, garage, plumbing, electrical, heating and cooling systems, but shall not include appliances, furnishings, nor the land. No residence shall exceed two stories in height. In addition to the cost of the dwelling, each lot shall have a minimum of Seventy Five Hundred and no/100's Dollars ($7,500.00) worth of plantings, based on estimated landscaping costs as of October 1, 2008 adjusted annually as provided above.

B. All dwellings must be stick-built on the job site, and comply with all applicable building codes.

C. No log buildings, basement homes, manufactured homes, modular homes, or previously erected buildings shall be erected or placed on any lot.

D. No garage can accommodate more than 3 cars, but can have a finished attic.

E. No secondary or detached buildings or outbuildings shall be erected on any lot

F. The construction of any building or structure on any lot, including all landscaping and sodding of all yards, shall be completed within twelve (12) months. from the date of commencement. No building shall be allowed to remain with tarpaper or building paper sheathing for a period of longer than four (4) months. The construction site shall be picked up and reasonably free of debris at all times.

G. No trailer, tent, shack, garage, barn or other outbuildings shall be used as a temporary or permanent residence on any lot.

H. All construction, landscaping and sodding shall comply with the applicable Erosion Control Plan prepared by Berg Enterprises and dated July 31, 2007 on file with the Town of Onalaska (the "Erosion Control Plan"). The owner of each lot shall be responsible for complying with the Erosion Control Plan as it may relate to the owner's lot.

I. The slopes and grades of the drainage easements shown on the Plat shall be maintained, protected and not altered. There shall be no construction or any other activity whatsoever, except pedestrian traffic, within the drainage easements. Except for natural drainage, surface water flow shall not be diverted from or onto other lots.

ARTICLE II: ARCHITECTURAL CONTROL

A. No building, structures, fences, walls or other improvements shall be erected, placed or altered, nor any landscaping commenced, until the plans and specifications therefore and a plan showing the location and details of the structure or landscaping have been approved by the Architectural Control Committee (hereafter "Committee") as to the quality of workmanship and materials, harmony of external design with existing structures, location with respect to topography, finish grade elevations and exterior property lines, and compliance with Erosion Control Plan.

B. All exterior siding and finished surfaces shall be of natural material (wood, brick, stone or stucco), except that soffit and fascia may be of aluminum in a color that matches the siding. No vinyl siding is allowed. No chain-link fencing is allowed. Fencing may only be allowed with the approval of the Committee. Any drainage culverts shall have tapered end walls.

C. Notwithstanding anything provided herein to the contrary, neither Developer, the Committee, nor any agent, employee, representative, member, shareholder, partner, officer or director thereof, shall have any liability of any nature whatsoever for any damage, loss or prejudice suffered, claimed, paid or incurred by any owner on account of: (i) any defects in any plans and specifications submitted, reviewed or approved in accordance with the provisions of this Article; (ii) any defects, structural

or otherwise, in any work done according to such plans and specifications; (iii) the failure to approve or the disapproval of any plans, drawings, specifications or other data submitted by any owner for approval pursuant to the provisions of this Article; (iv) the construction or performance of any work related to such plans, drawings and specifications; (v) bodily injuries (including death) to any owner, occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of any such owner or occupant, or any damage to any improvements or the personal property of any owner, occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of such owner or occupant, which may be caused by, or arise as a result of, past, present or future soil and/or subsurface conditions, known or unknown (including, without limitation, sink holes, tunnels and water channels and limestone formations) on or under any lot or dwelling; and (vi) any other loss, claim, damage, liability or expense, including court costs and attorney's fees, suffered, paid or incurred by any owner arising out of or in connection with the use and occupancy of any lot or dwelling or any improvements situated thereon.

ARTICLE III: ARCHITECTURAL CONTROL COMMITTEE

As long as the Developer retains ownership of any lot, the Committee shall consist of two members appointed by it. When the Developer ceases to own any of the subject lots, then the record owners of the lots shall have one (1) vote per lot, and shall elect the three members of the Committee. The Committee's approval or disapproval as required in Article II shall be in writing.

ARTICLE IV: SWIMMING POOLS

All pools must be approved by the Committee, and if approved, be enclosed by a fence with a minimum height of six (6) feet and have a gate that must be secured. No above ground pools shall be allowed.

ARTICLE V: SUBDIVISION OF LOTS

Further subdivision of any lot is prohibited unless approved by the Committee.

ARTICLE VI: SIGNS

No sign of any kind shall be displayed to the public view on any lot except: (i) one (1) sign not more than three (3) square feet advertising the property for sale; (ii) signs used by a builder to advertise the property during the construction and sales period; or (iii) a sign used by the Developer to advertise the lots.

ARTICLE VII: LAWNS AND GARDENS

All lawns and gardens shall be properly maintained, and no weeds or weed patches shall

be allowed. However, the lots in the plat contain a significant amount of land area that is natural in character, containing both native and introduced species. It is the intent of this section to encourage the use of natural landscaping, where appropriate, and that those areas shall not be construed by these covenants as containing "weeds."

ARTICLE VIII: STORAGE OF VEHICLES AND BOATS

Motor homes, campers, trailers of any kind, motorcycles, bicycles, motorized carts, all-terrain vehicles, lawn mowers, tractors, tools, construction machinery and equipment, golf carts, personal watercraft, boats, buses and trucks over (1) one ton shall not be stored or parked on any of the lots or on any street within the plat for more than forty-eight (48) hours, except that said items may be stored or parked within a garage attached to any dwelling. No semi-tractors and trailers shall be stored or parked on said lots at any time except for the purpose of making deliveries or moving persons into or out of residences.

ARTICLE IX: OUTDOOR LIGHTING, TELEVISION DISHES AND TOWERS

Outdoor lighting shall be designed and installed to minimize glare and visibility from neighboring lots. No radio or television towers, antennas or aerials, or television satellite dishes may be placed or erected on any lot, except that one (1) television satellite dish not exceeding eighteen (18) inches in diameter may be installed, provided that it is not visible from the street.

ARTICLE X: ANIMALS

Each household shall be entitled to no more than three (3) domestic animals that may be kept on any lot. Domestic animals are dogs, cats or other household pets. Furthermore, any boarding, kenneling or raising of any animals or fowl is expressly prohibited. No livestock, farm animals or poultry of any kind shall be raised, bred or kept on any lot.

ARTICLE XI: NOXIOUS PRACTICES

No noxious or offensive trade, activity or practice may be carried on upon any lot, nor shall any trade, activity or practice become an annoyance or a nuisance to other residents. Rubbish, trash, garbage and other waste shall be kept in clean and sanitary containers. No incinerators are allowed.

ARTICLE XII: ACCESS EASEMENT

Any owner of any lot shall not create, construct or grant any road, easement or right-of-way for the purposes of ingress and egress over any lot purchased unless approved by the Committee. The purpose of this restriction is to prohibit a lot purchaser from building a road through a lot to access other property. This restriction does not prohibit the construction of a driveway terminating at the garage of a residence if the location of such driveway is approved by the Committee.

ARTICLE XIII: SEVERABILITY

Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE XIV: AMENDMENT

These restrictions and covenants may be amended by a majority vote of the owners of the lots, except that any amendment to Article III shall also be approved in writing by the Developer, so long as the Developer retains ownership of any lot.

ARTICLE XV: ENFORCEMENT OF RESTRICTIONS

If any person shall violate or attempt to violate any of the restrictions contained herein, any person owning any interest in the subject real estate shall have standing to bring proceedings at law or in equity against such person violating or attempting to violate these restrictions, and the person(s) enforcing these restrictions shall be entitled to either injunctive or monetary relief; or both.

ARTICLE XVI: DURATION

All of the restrictions and covenants set forth in this Declaration shall continue and be binding on the parties and their successors and assigns for a period of twenty-five (25) years from the date this Declaration of Restrictions is filed in the Office of the La Crosse County Register of Deeds and shall automatically be extended after that date for successive periods of ten (10) years provided, however, that the owners of legal title to a majority of the lots in the plat may release all of the lots restricted from any or more of the restrictions and covenants, and may release any lot in the plat from any restrictions or covenants after the first 25-year period by executing and acknowledging an appropriate agreement or agreements in writing for such purpose on filing the same in the manner then required for the recording of land instruments.

IN WITNESS WHEREOF, T & D Real Estate Investments, LLC by all of its members and the Mississippi Valley Conservancy, Inc. by its duly authorized officer have hereunto caused these presents to be executed on the date set opposite their signatures.

T & D REAL ESTATE INVESTMENTS, LLC

Dated the _____ day of _____, 2009 BY:_____
Richard B. Graw, Managing Member

AUTHENTICATION

Signature of Richard B. Graw authenticated this _____ day of _____, 2009

_____
R. P. Smyth, Member State Bar of Wisconsin

CONSENTED TO AND APPROVED BY THE MISSISSIPPI VALLEY CONSERVANCY, INC.

Dated the _____ day of _____, 2009 BY:_____
ITS_____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

Personally came before me this _____ day of _____, 2009 the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission:_____

Document No.

JOINT DRIVEWAY
EASEMENT AGREEMENT

Return to:
Attorney R. P. Smyth
SMYTH & DUNN
P.O. Box 1627
La Crosse, WI 54602-1627

10-3063-0; 10-3064-0; 10-3065-0
Parcel Numbers

THIS JOINT DRIVEWAY AGREEMENT (the *Agreement*) is between T & D Real Estate Investments, LLC (*Parcel A Owner*) and T & D Real Estate Investments, LLC (*Parcel B Owner*) and T & D Real Estate Investments, LLC (*Parcel C Owner*).

RECITALS:

A. Parcel A Owner is the owner of certain real property located in La Crosse County, Wisconsin, described as: Lot 18 in the Subdivision Plat of Grayhawk, located in Sections 17 and 20, T17N, R7W, Town of Onalaska, La Crosse County, Wisconsin (*Parcel A*).

B. Parcel B Owner is the owner of certain real property located in La Crosse County, Wisconsin, described as: Lot 19 in the Subdivision Plat of Grayhawk, located in Sections 17 and 20, Tl7N, R7W, Town of Onalaska, La Crosse County, Wisconsin (*Parcel B*).

C. Parcel C Owner is the owner of certain real property located in La Crosse County, Wisconsin, described as: Lot 20 in the Subdivision Plat of Grayhawk, located in Sections 17 and 20, T17N, R7W, Town of Onalaska, La Crosse County, Wisconsin (*Parcel C*).

D. Parcel A Owner and Parcel B Owner wish that a twenty-foot wide driveway (*the Driveway*) be constructed on that portion of Parcels B and C more particularly described on the attached Exhibit A and referred to on the exhibit and in this Agreement as the *Easement Property*.

E. Parcels B and C Owners are willing to create an easement over the Easement Property to enable Parcel A Owner, Parcel B Owner and Parcel C Owner to use the Driveway, under the terms of this Agreement.

F. Although Parcel A Owner, Parcel B Owner and Parcel C Owner are one in the same, this Easement is intended to take effect immediately even though there is merger of title of Parcel A, Parcel B and Parcel C.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant. Parcel B Owner and Parcel C Owner grant a nonexclusive easement and right-of-way to Parcel A Owner and Parcel A Owner's successors and assigns as the owner of Parcel A to use the Driveway and the Easement Property as a joint driveway for ingress and egress to (*Raptor Drive*) from Parcel A.

2. Permitted Users. The easement granted in Section 1, above, may be used by the Parcel A Owner and its tenants, employees, customers, and invitees in common with Parcel B Owner and Parcel C Owner and their tenants, employees, customers, and invitees.

3. Initial Construction Costs. Either Parcel A Owner or Parcel B Owner (the *Constructing Party*) may construct the Driveway at its sole expense. At such time as the party other than the Constructing Party (the *Non-Constructing Party*) commences construction of any building on the property owned by the Non-Constructing Party, which building is to be served by the Driveway, the Non-Constructing Party shall pay to the Constructing Party documented costs incurred in the construction of the Driveway as follows:

A. If Parcel A Owner is the Non-Constructing Party, the documented costs shall be determined as follows:

1. One-half (1/2) of the costs applying a formula the numerator of which is the number of lineal feet from Raptor Drive to a point on the Driveway where the Parcel B Owner no longer uses the Driveway as a means of access to Parcel B and the denominator of which is 96.63 feet.

2. One hundred percent (100%) of the additional costs extending the Driveway beyond the above point to Parcel A.

B. If Parcel B Owner is the Non-Constructing Party, the documented costs shall be determined as follows:

1. One-half (1/2) of the costs applying a formula the numerator of which is the number of lineal feet from Raptor Drive to a point on the Driveway where the Parcel B Owner no longer uses the Driveway as a means of access to Parcel B and the denominator of which is 96.63 feet.

2. Zero percent (0%) of the additional costs of extending the Driveway beyond the above point to Parcel A.

C. Parcel C Owner shall not be responsible for any costs.

4. Maintenance Costs. Until any building is constructed on the Non-Constructing Party's property, the Constructing Party shall bear all expense of maintaining, repairing, and removing snow and

debris from the Driveway. Following issuance of an occupancy permit for any building constructed on the Non-Constructing Party's property (or, if no occupancy permit is issued, then following occupancy of any such building), Parcel A Owner and Parcel B Owner shall bear all maintenance expenses applying the same calculation as described in paragraph 3 above. Unless Parcel A Owner and Parcel B Owner agree otherwise, all maintenance, repair, and removal shall be performed by Parcel A Owner, and Parcel B Owner agrees to promptly pay its share of the expenses of maintenance, repair, and removal incurred by Parcel A Owner within thirty (30) days of billing for the expenses. If Parcel B Owner does not promptly pay its share, Parcel A Owner may pay the full cost and then have an immediate right to reimbursement from Parcel B Owner, together with interest at the rate of twelve percent (12%) per year on the unpaid amount and all reasonable attorney's fees and other collection costs incurred by Parcel A Owner. Repairs and maintenance shall be performed at such times and in such a manner as are mutually agreeable to the parties. If the parties are unable to agree within ten (10) days of a written request by one or the other on the need for the repair or maintenance, then the matter shall be referred, upon either party's request, to arbitration.

5. **Parcel A Indemnity and Insurance.** Parcel A Owner shall indemnify and defend Parcel B Owner and Parcel C Owner and their officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of Parcel B and Parcel C by Parcel A Owner or its agents, contractors, subcontractors, invitees, or employees. Parcel A Owner shall maintain in effect at all times during the term of this Agreement a policy of commercial general liability insurance naming Parcel B Owner and Parcel C Owner and any other party designated by Parcel B Owner and Parcel C Owner as the insured, to insure against injury to property, person, or loss of life arising out of Parcel A Owner's use, occupancy, or maintenance of the Easement Property or the Driveway with limits of coverage that are at levels customarily maintained by businesses in the community in which the Easement Property is located. For each year in which this easement is in effect, Parcel A Owner shall provide Parcel B Owner and Parcel C Owner and the other parties designated by Parcel B Owner and Parcel C Owner with a copy of the insurance policy endorsement or wording showing that Parcel B Owner and Parcel C Owner and the other parties have been added as additional insureds.

6. **Parcel B Indemnity and Insurance.** Parcel B Owner shall indemnify and defend Parcel A Owner and Parcel C Owner and their officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of Parcel A and Parcel C by Parcel B Owner or its agents, contractors, subcontractors, invitees, or employees. Parcel B Owner shall maintain in effect at all times during the term of this Agreement a policy of commercial general liability insurance naming Parcel A Owner and Parcel C Owner and any other party designated by Parcel A Owner and Parcel C Owner as the insured, to insure against injury to property, person, or loss of life arising out of Parcel B Owner's use, occupancy, or maintenance of the Easement Property or the Driveway with limits of coverage that are at levels customarily maintained by businesses in the community in which the Easement Property is located. For each year in which this easement is in effect, Parcel B Owner shall provide Parcel A Owner and Parcel C Owner and the other parties designated by Parcel A Owner and Parcel C Owner with a copy of the insurance policy endorsement or wording showing that Parcel A Owner and Parcel C Owner and the other parties have been added as additional insureds.

7. **Equal Rights of Use.** Parcel A Owner, Parcel B Owner and Parcel C Owner shall have equal rights of ingress and egress over the Driveway and shall take no action to prevent the other party's enjoyment of such rights.

8. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Parcel A Owner, Parcel B Owner and Parcel C Owner and their respective successors and assigns. The easement granted under Section 1 of this Agreement is an easement appurtenant to Parcel A, Parcel B and Parcel C and may not be transferred separately from, or severed from, title to Parcel A, Parcel B or Parcel C. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than Parcel A, Parcel B and Parcel C without the consent of Parcel B Owner and Parcel C Owner. The specific parties named as Parcel A Owner, Parcel B Owner and Parcel C Owner in this Agreement, and each of their respective successors and assigns as fee simple owners of Parcel A, Parcel B and Parcel C, respectively, or any portion of Parcel A, Parcel B or Parcel C, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in Parcel A , Parcel B or Parcel C, respectively, except, however, for obligations that accrued during the party's period of ownership of title.

9. **Non-Use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent Parcel A Owner, Parcel B Owner and Parcel C Owner from later use of the easement rights to the fullest extent authorized in this Agreement.

10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

11. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of La Crosse County, Wisconsin.

12. **Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

13. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

14. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

15. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

16. **No Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever. Parcel A Owner, Parcel B Owner and Parcel C Owner agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Driveway, whether by express grant, implication, or prescription, including, without limitation, the posting of "Private Drive" or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

Dated this _____ day of _____, 2009.

PARCEL A OWNER
T & D REAL ESTATE INVESTMENTS, LLC

By: _____

Name: Richard B. Graw, Managing Member

PARCEL B OWNER
T & D REAL ESTATE INVESTMENTS, LLC

By: _____

Name: Richard B. Graw, Managing Member

PARCEL C OWNER
T & D REAL ESTATE INVESTMENTS, LLC

By: _____

Name: Richard B. Graw, Managing Member

AUTHENTICATION

Signature of Richard B. Graw authenticated this _____ day of _____, 2009.

_____
R. P. Smyth, Member State Bar of Wisconsin

Document drafted by:
Attorney R. P. Smyth
SMYTH & DUNN
P.O. Box 1627
La Crosse, WI 54602-1627

DESCRIPTION FOR JOINT DRIVEWAY TO LOTS
18 AND 19 IN THE SUBDIVISION PLAT OF

GRAYHAWK

LOCATED IN THE TOWN OF ONALASKA, LACROSSE COUNTY, WISCONSIN.

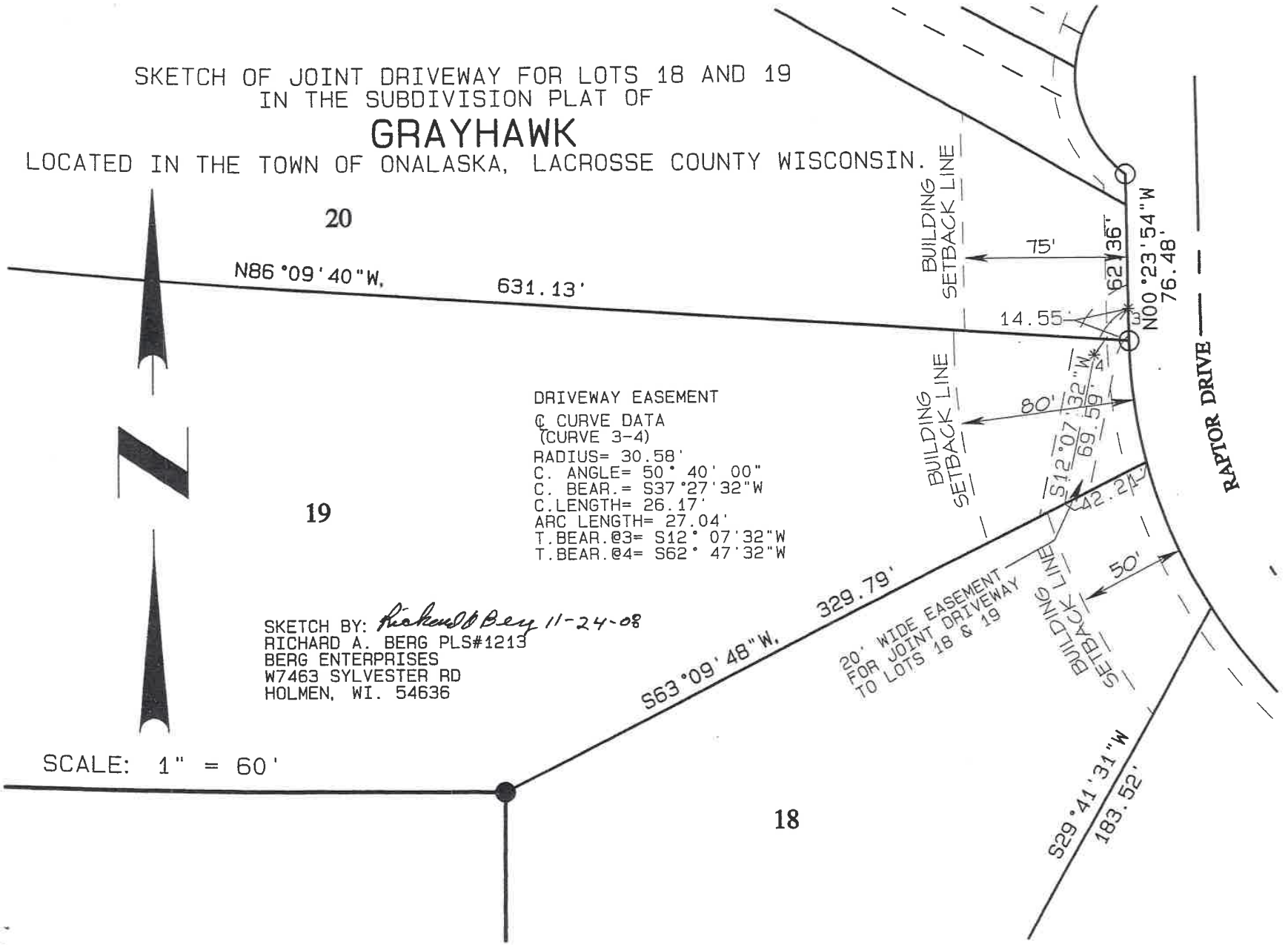
CENTERLINE DESCRIPTION OF A 20-FOOT WIDE EASEMENT FOR A JOINT DRIVEWAY TO LOTS 18 AND 19 IN THE SUBDIVISION PLAT OF GRAYHAWK, LOCATED IN SECTIONS 17 AND 20, T17N, R7W, TOWN OF ONALASKA, LACROSSE COUNTY, WISCONSIN. SAID CENTERLINE BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHERNMOST CORNER OF LOT 18 OF THE SUBDIVISION PLAT OF GRAYHAWK; THENCE S63°09'48"W, 42.21 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT 18, TO THE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION; THENCE N12°07'32"E, 69.59 FEET ALONG SAID CENTERLINE; THENCE CONTINUING NORTHEASTERLY ALONG SAID CENTERLINE, 27.04 FEET ALONG THE ARC OF A 30.58 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, THE CHORD OF WHICH BEARS N37°27'32"E, AND MEASURES 26.17 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF RAPTOR DRIVE, AND THERE TERMINATING.

Richard A Berg
11-24-08

SKETCH OF JOINT DRIVEWAY FOR LOTS 18 AND 19
IN THE SUBDIVISION PLAT OF

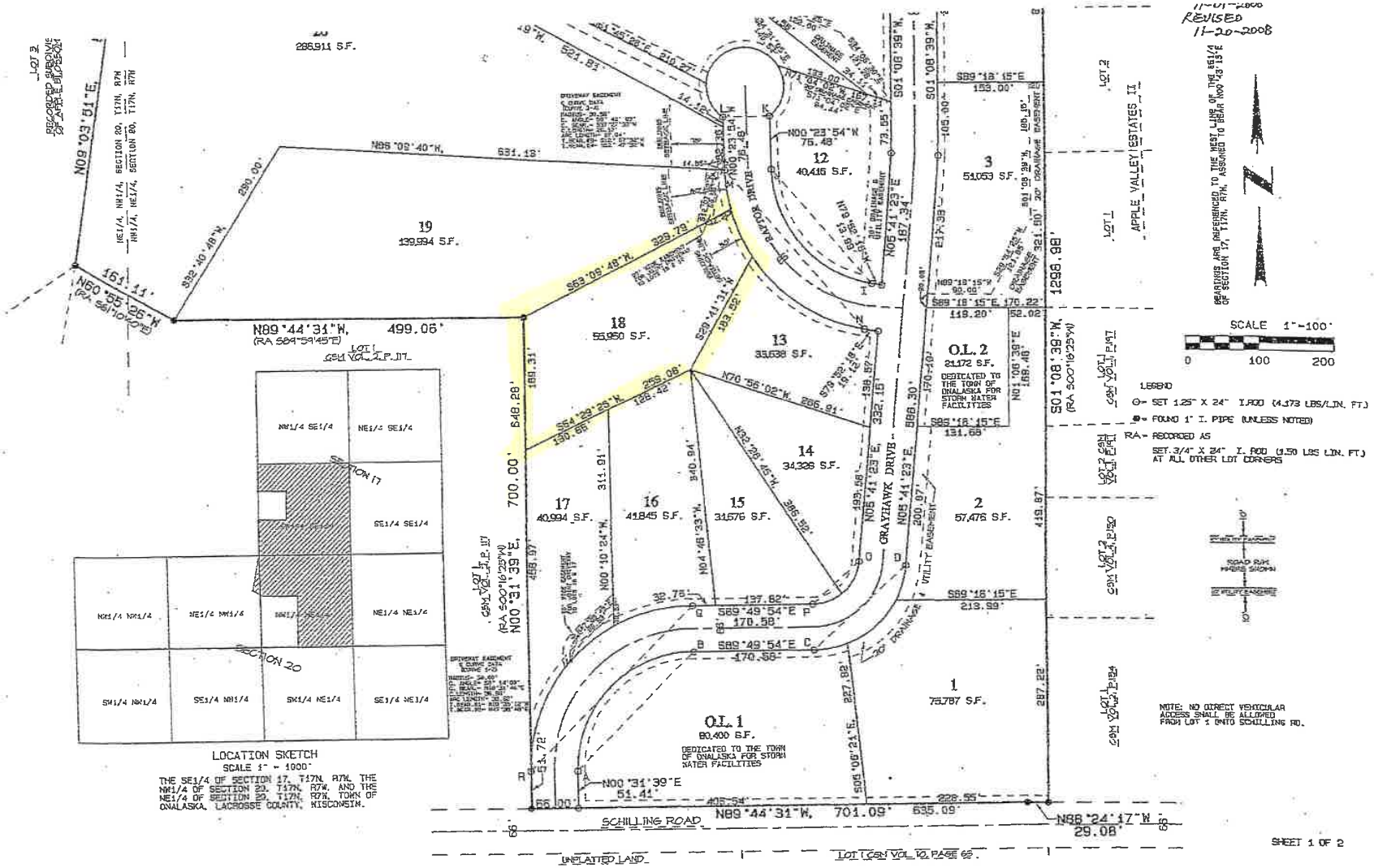
GRAYHAWK

LOCATED IN THE TOWN OF ONALASKA, LACROSSE COUNTY WISCONSIN.



SKETCH BY: Richard A Berg 11-24-08
RICHARD A. BERG PLS#1213
BERG ENTERPRISES
W7463 SYLVESTER RD
HOLMEN, WI. 54636

SCALE: 1" = 60'


REVISED
11-20-2008
LOT 2
RECORDED SURVEY OF APPLE BLOSSOM
N09°03'31"E.
NE1/4, NW1/4, SECTION 20, T17N, R7W
NW1/4, NE1/4, SECTION 20, T17N, R7W
285,911 S.F.
N89°09'40"W. 631.18'
330.00'
S32°40'48"W.
161.11'
N60°55'25"W
(RA S61°10'00"E)
19
139,994 S.F.
N89°44'31"W. 499.06'
(RA S89°59'45"E)
LOT 1
CSM VOL 2 P. 117
S63°09'48"W. 329.79'
18
55,950 S.F.
S29°41'31"E 193.82'
13
33,638 S.F.
N70°56'02"W. 286.91'
S64°29'29"W. 128.42'
130.65'
N32°28'45"W. 285.99'
14
34,328 S.F.
17
40,994 S.F.
16
41,845 S.F.
15
31,576 S.F.
700.00'
648.28'
189.31'
311.91'
340.94'
N00°10'24"W.
N04°46'33"W.
N00°31'39"E
468.97'
(RA S00°16'25"W)
LOT 1
CSM VOL 2 P. 117
SECTION 17
SECTION 20
SE1/4 SE1/4
NW1/4 SE1/4
NE1/4 SE1/4
NW1/4 NW1/4
NE1/4 NW1/4
SW1/4 NW1/4
NE1/4 NE1/4
SW1/4 NE1/4
SE1/4 NW1/4
SW1/4 SW1/4
SE1/4 SW1/4
SE1/4 NE1/4
LOCATION SKETCH
SCALE 1" = 1000'
THE SE1/4 OF SECTION 17, T17N, R7W, THE NW1/4 OF SECTION 20, T17N, R7W, AND THE NE1/4 OF SECTION 20, T17N, R7W, TOWN OF ONALASKA, LACROSSE COUNTY, WISCONSIN.
N00°23'54"W 75.48'
12
40,415 S.F.
N05°41'23"E 187.34'
BAYTOWN RUN
S01°08'39"W.
S89°18'15"E
153.00'
3
51,053 S.F.
105.00'
LOT 2
APPLE VALLEY ESTATES II
LOT 1
1298.98'
S89°18'15"E. 170.22'
119.20'
52.02'
O.L. 2
21,172 S.F.
DEDICATED TO THE TOWN OF ONALASKA FOR STORM WATER FACILITIES
N01°08'39"E
188.48'
S01°08'39"W.
(RA S00°16'25"W)
S89°18'15"E
131.68'
LOT 1 CSM VOL 2 P.117
LOT 2 CSM VOL 2 P.117
868.30'
170.00'
332.15'
N05°41'23"E.
499.58'
200.07'
419.87'
GRAYHAWK DRIVE
UTILITY EASEMENT
2
57,476 S.F.
S89°18'15"E
213.99'
LOT 2 CSM VOL 2 P.150
LOT 1 CSM VOL 2 P.124
287.22'
S89°49'54"E P
170.58'
B S89°49'54"E C
170.58'
38.78'
137.62'
227.98'
S05°06'21"E.
1
75,787 S.F.
O.L. 1
80,400 S.F.
DEDICATED TO THE TOWN OF ONALASKA FOR STORM WATER FACILITIES
N00°31'39"E
51.41'
405.94'
228.55'
53.72'
R
66.00'
SCHILLING ROAD
N89°44'31"W. 701.09'
635.09'
N88°24'17"W
29.08'
66'
UNPLATTED LAND
LOT 1 CSM VOL 10, PAGE 65.
BEARINGS ARE REFERENCED TO THE WEST LINE OF THE NE1/4 OF SECTION 17, T17N, R7W, ASSUMED TO BEAR N00°43'13"E
N
SCALE 1"=100'
0
100
200
LEGEND
O= SET 1.25" X 24" I.ROD (4.173 LBS/LIN. FT.)
●= FOUND 1" I. PIPE (UNLESS NOTED)
RA= RECORDED AS
SET 3/4" X 24" I. ROD (1.50 LBS LIN. FT.) AT ALL OTHER LOT CORNERS
ROAD R/W WIDTH SHOWN
NOTE: NO DIRECT VEHICULAR ACCESS SHALL BE ALLOWED FROM LOT 1 ONTO SCHILLING RD.
SHEET 1 OF 2

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