

DRIVEWAY AND GARAGE AGREEMENT

1. **Parties.** The parties to this Agreement are:

- a. Eleanor M. Buechle, a single person of 109 Appleton Street, Menasha, Wisconsin 54952 ("Buechle"); and
- b. Leor A. Wanty and Helen M. Wanty, a married couple of 113 Appleton Street, Menasha, Wisconsin 54952 (collectively "Wanty").

2. **Recitals.**

- a. The date of this Agreement is January 30, 1992.
- b. Buechle is the owner of the following described real estate:

Lot Twelve (12) and the West Ten (10) feet, front rear, of Lot Eleven (11) of Block Twenty-nine (29) in the plat of MENASHA (TWO ADDITIONS), in the Fifth Ward, City of Menasha, excepting therefrom that portion thereof described as follows, viz:-

Commencing at the Northwest corner of said Lot Twelve (12); thence South, along the West line of said Lot Twelve (12), Seventy-three and Three-tenths (73.3) feet; thence South Eighty-one (81) degrees Forty-two (42) minutes East, Forty-five and Two-tenths (45.2) feet; then East, parallel with the North line of said Lots Twelve (12) and Eleven (11), to the East line of the West Ten (10) feet of said Lot Eleven (11); thence North, along the East line of the West Ten (10) feet of said Lot Eleven (11), to the North line thereof; thence West, along the North line of said Lots Eleven (11) and Twelve (12), to the place of beginning. (the "Buechle Property")

- c. Wanty is the owner of the following described real estate:

That part of Lot Twelve (12) and of the West Ten (10) feet, front and rear, of Lot Eleven (11) of Block Twenty-nine (29) in the plat of MENASHA (TWO ADDITIONS), in the Fifth Ward, City of Menasha, Winnebago County, Wisconsin described as follows, viz:-

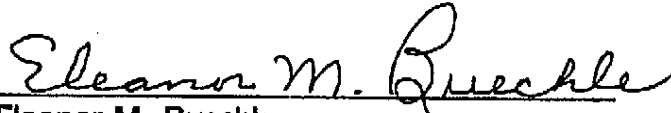
Commencing at the Northwest corner of said Lot Twelve (12), thence South along the West line of said Lot Twelve (12), Seventy-three and Three-tenths (73.3) feet, thence south Eighty-one (81) degrees Forty-two (42) minutes East, Forty-five and Two-tenths (45.2) feet, thence East parallel to the North line of said Lots Twelve (12) and Eleven (11) to the East line of the West Ten (10) feet of said Lot Eleven (11), thence North along the East line of the West

37047

Ten (10) feet of said Lot Eleven (11) to the North line thereof, thence West along the North line of said Lots Eleven (11) and Twelve (12) to the place of beginning. (the "Wanty Property")

- d. The Wanty property lies immediately to the North of Buechle's property and there currently exists a joint driveway and garage which is located on both the Wanty and the Buechle properties. An easement regarding the driveway utilized between the Wanty Buechle properties was set forth in a Warranty Deed between Mary D. Zolkowski, a/k/a Zolkowski to Leor A. Wanty and Helen M. Wanty husband and wife, as joint tenants, dated May 29, 1962 and recorded June 4, 1962 at Volume 1008 of Deeds, Pages 205 and 206 (the "driveway").
 - e. Buechle's predecessor in title has built a garage partly on the Buechle property and partly on the Wanty Property.
 - f. The parties desire to enter into an Agreement for the continued common use of the joint driveway and garage.
3. **Agreement.** NOW, THEREFORE, IN CONSIDERATION of the mutual promises herein contained, the parties agree as follows:
- a. **Recitals.** The Recitals are part of this Agreement.
 - b. **Driveway and Garage Use.** The parties hereby grant to each other, their invitees, guests, licensees and tenants the right to use the joint driveway and garage. This right shall run with the land and be binding upon the parties hereto, their respective heirs and assigns.
 - c. **Reasonable Use.** The driveway shall be used as a means of ingress and egress to the garage serving both of the respective residences owned by the parties. Neither party shall in any way restrict the access of the other party to the garage.
 - d. **Maintenance.** The cost of maintaining the driveway and garage, including painting, structural repairs and maintenance, resurfacing when necessary, patching when necessary and snow removal, shall be agreed to and borne equally by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.


Eleanor M. Buechle

STATE OF WISCONSIN)
)ss.
COUNTY OF WINNEBAGO)

Subscribed and sworn to before me this 27th day of January, 1992, the above-named, Eleanor M. Buechle, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Cindy M. Hawley
Notary Public
My Commission: Expires 9/17/95

Leor A. Wanty
Leor A. Wanty

Helen M. Wanty
Helen M. Wanty

STATE OF WISCONSIN)
)ss.
COUNTY OF WINNEBAGO)

Subscribed and sworn to before me this 27th day of January, 1992, the above-named, Leor A. Wanty and Helen M. Wanty, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Cindy M. Hawley
Notary Public
My Commission: Expires 9/17/95

Prepared By & Return to: Attorney Joseph Franzoi
514 Racine St.
Menasha, WI 54952

786888 11
Register's Office
Winnebago County, Wis.
Received for record
this 27th Day of
January
A.D. 1992 at
:2:40 o'clock P.M.
Virginia DeLeon
REGISTER OF DEEDS

14.00

State of Wisconsin, County Court, WINNEBAGO County

SALE OF REAL ESTATE OF PERSONS UNDER LEGAL DISABILITY—DEED BY GUARDIAN

WHEREAS, On application to the County Court of Winnebago County, Wisconsin, to sell all right, title and interest of Mary D. Zolkowski, a/k/a Ziolkowski,

Incompetent, in and to the real estate hereinafter described, such proceedings were had that the undersigned was duly authorized as general guardian to proceed in said matter; and whereas, the undersigned, as such guardian, has done or caused to be done all things necessary and required to be done by law in such cases made and provided, before conveyance of such real estate may be made; and whereas, the undersigned, Eleanor M. Schmerein, as such guardian, was duly authorized by order of Court herein dated on the day of May 1962, to execute, acknowledge and deliver to Leor A. Wanty and Helen M. Wanty, husband and wife, as joint tenants,

a deed of conveyance of all the right, title and interest of said Incompetent in and to said real estate:

NOW, THEREFORE, I, the said Eleanor M. Schmerein, by authority of the Court above named and in my capacity as such guardian, in consideration of the premises and of Eighty-five Hundred Dollars (\$8500.00) paid to me in hand paid by the said Leor A. Wanty and Helen M. Wanty, husband and wife, do hereby grant and convey unto the said Leor A. Wanty and Helen M. Wanty, husband and wife, all the right, title and interest of the said Mary D. Zolkowski, a/k/a Ziolkowski, Incompetent,

in and to the following described real estate in Winnebago County, Wisconsin, to-wit:

That part of Lot Twelve (12) and of the West Ten (10) feet, front and rear of Lot Eleven (11) of Block Twenty-nine (29) in the plat of MENASHA (TWO ADDITIONS), in the Original Fourth (now Fifth) Ward, City of Menasha, described as follows, viz:

Commencing at the Northwest corner of said Lot Twelve (12), thence south along the west line of said Lot Twelve (12), seventy-three and three tenths (73.3) feet, thence south Eighty-one (81) degrees Forty-two (42) minutes East, Forty-five and Two tenths (45.2) feet, thence east parallel to the North line of said Lots Twelve (12) and Eleven (11) to the East line of the West Ten (10) feet of said Lot Eleven (11), thence north along the East line of the West Ten (10) feet of said Lot Eleven (11) to the North line thereof, thence West along the North line of said Lots Eleven (11) and Twelve (12) to the place of beginning.

It being understood that the south boundary of said parcel lies in a common driveway serving the above described parcel, and the parcel of land immediately to the south thereof, and at its easterly extremity is

File No.

VOL 1008 PAGE 205

Recorded in Vol. Page No.

approximately the center line of a certain common garage now standing on the above described parcel and the parcel immediately to the south thereof.



WITNESS the hand and seal of said Eleanor M. Schmerein Guardian aforesaid, this 29th day of May, 1962.

In Presence of

Charles A. Littlefield
Charles A. Littlefield
Lillian M. Steiger
Lillian M. Steiger

Eleanor M. Schmerein (SEAL)
Eleanor M. Schmerein
as General Guardian of
(Insert "Special" or "General")

This instrument was drafted by Charles A. Littlefield, Attorney at Law.

Mary D. Zolkowski, a/k/a
Ziolkowski, Incompetent

(Insert "Minor" or "Incompetent")

STATE OF WISCONSIN,
Winnebago County, } ss.

Personally came before me this 29th day of May, A.D. 1962, the above named Eleanor M. Schmerein Guardian, to me known to be the person who executed the foregoing instrument and acknowledged that she executed the same by virtue of the authority aforesaid.

Charles A. Littlefield
Charles A. Littlefield
Notary Public, Winnebago County, Wisconsin
My Commission is permanent.

GUARDIAN'S DEED

This instrument should be immediately placed upon record to avoid future trouble and litigation.

STATE OF WISCONSIN,
Office of Register of Deeds
WINNEBAGO
County, Wis.

Received for Record this 29th day of May, 1962 at 10:00 o'clock A.M. and recorded in Vol. 1008 page 206

Ronice S. Fuller
Ronice S. Fuller
Register of Deeds

Deputy
TWIN CITY SAVINGS & LOAN ASS'N

File No. 298882

Eleanor M. Schmerein
Guardian of
Mary D. Zolkowski a/k/a
Ziolkowski

Incompetent
(Insert "Minor" or "Incompetent")

to
Leor A. Wany, et al

Handwritten initials

THIS SPACE RESERVED FOR RECORDING DATA

VOL 1007 PAGE 416

THIS INDENTURE, Made by... Edward Zolkowski and Lucille

A. Zolkowski, his wife and in her own right,

grantors

of Winnebago County, Wisconsin, hereby conveys and warrants to

Mary D. Zolkowski,

grantee, of Winnebago County, Wisconsin, for the sum of

One Dollar (\$1.00) and other good and valuable consideration - - - - - Dollars

the following tract of land in Winnebago County, State of Wisconsin:

That part of Lot Twelve (12) and of the West Ten (10) feet, front and rear, of Lot Eleven (11) of Block Twenty-nine (29) in the plat of MENASHA (TWO ADDITIONS), in the Original Fourth (now Fifth) Ward, City of Menasha, described as follows, viz:

Commencing at the Northwest corner of said Lot Twelve (12), thence south along the West line of said Lot Twelve (12), Seventy-three and Three tenths (73.3) feet, thence south Eighty-one (81) degrees Forty-two (42) minutes East, Forty-five and Two tenths (45.2) feet, thence east parallel to the North line of said Lots Twelve (12) and Eleven (11) to the East line of the West Ten (10) feet of said Lot Eleven (11), thence north along the East line of the West Ten (10) feet of said Lot Eleven (11) to the North line thereof, thence West along the North line of said Lots Eleven (11) and Twelve (12) to the place of beginning.

It being understood that the south boundary line of said parcel lies in a common driveway serving the above described parcel, and the parcel of land immediately to the south thereof, and at its easterly extremity is approximately the center line of a certain common garage now standing on the above described parcel and the parcel immediately to the south thereof.

Title Correction Deed - no revenue stamps required.

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

In Witness Whereof, the said grantors have hereunto set their hand and seal this 26th day of May, A. D. 1962.

SIGNED AND SEALED IN PRESENCE OF

Charles A. Littlefield

William M. Steiger

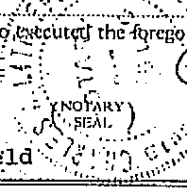
Edward Zolkowski (SEAL) Edward Zolkowski

Lucille A. Zolkowski (SEAL) Lucille A. Zolkowski

State of Wisconsin, Winnebago County. Personally came before me, this 26th day of May, A. D. 1962, the above named Edward Zolkowski and Lucille A. Zolkowski, his wife and in her own right,

to me known to be the person.s who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT WAS DRAFTED BY



Charles A. Littlefield Notary Public Winnebago County, Wis.

My commission expires (is) permanent.

Section 99.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary. Section 99.511 similarly requires that the name of the person who, or governmental agency which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.

298632

No.

Edward Zolkowski and Lucille

A. Zolkowski, TO

Mary D. Zolkowski,

Premises

Marranny Beed

This instrument should be immediately placed upon record to avoid future trouble and litigation.

REGISTER'S OFFICE,

State of Wisconsin,

Winnepago County.

Received for Record this 28th day of

May, A. D. 1962

at 11:00 o'clock A.M., and recorded in Vol 100.7 RECORDS on page 416

Bernice L. Fuller

Register of Deeds,

Deputy.

valte, Molzow & Littlefield
Attorneys at Law
Neenah, Wisconsin

Chg #150



DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 1 - 1982
WARRANTY DEED

1032731

REGISTER'S OFFICE
WINNEBAGO COUNTY, WI
RECORDED ON

1998-11-05 11:00:00

SUSAN WINNINGHOFF
REGISTER OF DEEDS

RECORDING FEE 10.00
TRANSFER FEE 165.00
OF PAGES 1

This Deed, made between Jeanie A. Klinker, a single person

and Judith A. Laabs, a single person

Witnesseth, That the said Grantor, for a valuable consideration

conveys to Grantee the following described real estate in Winnebago
County, State of Wisconsin:

That part of Lot Twelve (12) and of the West Ten (10) feet, front and rear, of Lot Eleven (11) of Block Twenty-nine (29) in the plat of the Town of MENASHA (TWO ADDITIONS), in the Fifth Ward, City of Menasha, Winnebago County, Wisconsin described as follows, viz:- commencing at the Northwest corner of said Lot Twelve (12), thence South along the west line of said Lot Twelve (12), Seventy-three and Three-tenths (73.3) feet, thence south Eighty-one (81) degrees Forty-two (42) minutes East, Forty-five and Two-tenths (45.2) feet, thence East parallel to the North line of said Lots Twelve (12) and Eleven (11) to the East line of the West Ten (10) feet of said Lot Eleven (11), thence North along the East line of the West Ten (10) feet of said Lot Eleven (11) to the North line thereof, thence West along the North line of said Lots Eleven (11) and Twelve (12) to the place of beginning.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

grantee
113 Appleton St.
Menasha, WI 54952

705-0195

PARCEL IDENTIFICATION NUMBER

070330

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

Together with all and singular the hereditaments and appurtenances thereunto belonging;
And Jeanie A. Klinker

warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except and subject to easements, restrictions and covenants of record

and will warrant and defend the same.

Dated this 23 day of September ~~October~~, 1998

(SEAL) Jeanie A. Klinker (SEAL)

• Jeanie A. Klinker

(SEAL) _____ (SEAL)

• _____

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

State of Wisconsin,

authenticated this _____ day of _____, 19____

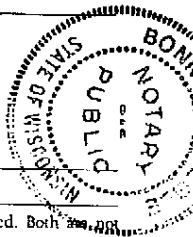
Winnebago County, } ss.

Personally came before me this 23 day of September ~~October~~, 1998, the above named:
Jeanie A. Klinker

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
Attorney Steven P. Krause



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

Bonnie L. Fleagle
Bonnie L. Fleagle
Notary Public, Winnebago County, Wis.

(Signatures may be authenticated or acknowledged. Both necessary.) 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.