

Cover page for:

Preliminary Title Evidence

Consisting of:

- (a) Preliminary title insurance schedules prepared by Schuster-Campman Abstract & Title Co., consisting of preliminary Schedules A and B-II, dated April 11, 2025 and identified by reference to File No.: SC-25-0200/FA-10305; and
- (b) Copies of the recorded documents which are referenced in the preliminary Schedule A and/or identified as exceptions in the preliminary Schedule B-II (other than documents evidencing Liens which are to be discharged in accordance with the Agreement to Purchase).

Auction Tracts 1 & 2

(Clark County, Wisconsin)

For sealed bid auction conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Joshua H. Nielsen

File No.: SC-25-0200/FA-10305

For Information Only - NOT a title insurance product

SCHEDULE A

1. Effective Date: April 11, 2025 at 08:00 AM
2. Fee Simple interest in the land described is owned, at the Effective Date, by
Joshua H. Nielsen
3. The land referred to is described as follows:

Lot One (1) of Clark County Certified Survey Map No. 1246 recorded in Volume 705 Records, page 202 as Document No. 516040, Town of Lynn, Clark County, Wisconsin,
EXCEPT Commencing at the Northwest corner of Clark County Certified Survey Map No. 1246,
thence N88°33'00" E 1973.87 feet,
thence S00°24'58" E 993.39 feet,
thence S88°33'00" W 1316.70 feet,
thence continuing S88°33'00" W to the West line of Clark County Certified Survey Map No. 1246,
thence N00°21'40" W along the West line of Clark County Certified Survey Map No. 1246 to the point of beginning;
EXCEPT the West 330 feet of the East 422 feet of the South 200 feet of the SE 1/4 of the SW 1/4 of Section 6, Township 24 North, Range 1 East;
AND EXCEPT lands conveyed for highway purposes in Volume 306 Records, page 535.

Tax Parcel No: 034.0185.000

Property Address: W2306 US Hwy 10, Granton, WI 54436

SCHEDULE B - SECTION I

File No.: SC-25-0200/FA-010305

For Information Only - NOT a title insurance product

THIS IS A SEARCH ONLY - NO POLICY WILL BE ISSUED.

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SC-25-0200

SCHEDULE B – SECTION II

File No.: SC-25-0200/FA-10305

For Information Only - NOT a title insurance product

EXCEPTIONS

1. The lien of the general real estate taxes for the year **2025**, and thereafter.
2. The lien of any special assessments, special taxes or special charges.
3. Any facts, rights, interests, or claims that are not shown by the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
4. Easements, or claims of easements or encumbrances that are not shown by the public records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflict in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the public records.
7. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date.
8. Any claim of adverse possession or prescriptive easement.
9. Rights of the Public, State of Wisconsin and any political subdivision of the State in such portion of subject land laid out and used for Highway currently known as US Highway 10.
10. Easement to Northern States Power Company, recorded September 30, 1927 in Volume 131 Deeds, page 323 as Document No. 185166.
11. Access Restrictions contained in Award of Damages by State of Wisconsin, Department of Transportation recorded November 26, 1973 in Volume 306 Records, page 535 as Document No. 350476.
12. Privy Installation Agreement recorded March 6, 2003 in Volume 697 Records, page 454 as Document No. 513774.
13. Terms, Conditions, Provisions and Obligations of Joint Driveway Easement, Joint Roadway Right-of-Way and Maintenance Agreement contained in Warranty Deed recorded July 31, 2008 in Volume 850 Records, page 46 as Document No. 561094.
14. Terms, Conditions and Provisions of Mortgage from Joshua H. Nielsen. a/k/a Joshua Nielsen, a single man to FBN Finance, LLC, Sioux Falls, SD, in the original amount of \$ _____, dated April 12, 2022, recorded April 13, 2022 as Document No. 649451.
Assignment of Mortgage to U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation programs recorded April 18, 2022 as Document No. 649516.

15. Terms, Conditions and Provisions of Mortgage from Joshua H. Nielsen AKA Joshua Nielsen, an unmarried individual to First Financial Bank, El Dorado, AR, in the original amount of \$ _____, dated April 12, 2022, recorded April 13, 2022 as Document No. 649452.
16. Terms, Conditions and Provisions of Severance Agreement/Easement (Equipment) from Joshua Harold Nielsen, a/k/a Joshua H. Nielsen, a single person to Agri-Access a division and registered trademark of Compeer Financial, ACA, dated February 2, 2023, recorded May 23, 2023 as Document No. 655504.
17. Terms, Conditions and Provisions of Severance Agreement/Easement (Equipment) from Joshua Harold Nielsen, a/k/a Joshua H. Nielsen, a single person to Agri-Access a division and registered trademark of Compeer Financial, ACA, dated February 2, 2023, recorded May 23, 2023 as Document No. 655505.
18. Terms, Conditions and Provisions of Severance Agreement/Easement (Building) from Joshua Harold Nielsen to Northland Capital Financial Services, LLC, dated July 24, 2023, recorded August 1, 2023 as Document No. 656528.
19. Terms, Conditions, Provisions and Obligations of Memorandum of Lease by Northland Capital Financial Services, LLC, as Lessor and Joshua Harold Nielsen, as Lessee recorded August 1, 2023 as Document No. 656534.
20. Terms, Conditions, Provisions and Obligations of OPTION TO PURCHASE contained in Memorandum of Lease by Northland Capital Financial Services, LLC, as Lessor and Joshua Harold Nielsen, as Lessee recorded August 1, 2023 as Document No. 656534.
21. Financing Statement recorded August 2, 2023 as Document No. 656535: Debtor(s): Joshua Harold Nielsen. Secured Party: Northland Capital Financial Services, LLC.
22. Holding Tank Maintenance and Monitoring Agreement and Holding Tank By Choice Affidavit recorded September 18, 2023 as Document No. 657320.
23. Terms, Conditions and Provisions of Mortgage from Joshua H. Nielsen, a/k/a Joshua Nielsen to FBN Finance, LLC, Sioux Falls, SD, in the original amount of \$_____, dated May 1, 2024, recorded May 21, 2024 as Document No. 660790.
24. Terms, Conditions and Provisions of Assignment of Rents by Black-Eyed Badger Farms LLC, a Wisconsin limited liability company and Joshua Harold Nielsen, an individual to FBN Finance, LLC and Northside Elevator Inc., dated May 1, 2024, recorded May 28, 2024 as Document No. 660908.

* * *

For Informational Purposes Only: 2024 Tax Amount

034.0185.000.....\$5,977.68 after First Dollar Credit of \$45.81

516040

EPPING ENGINEERING & SURVEYING, INC. 203 W. UPHAM ST. PO BOX 98 MARSHFIELD, WI 54449-0096 PHONE (715) 486-1300 FAX (715) 486-1313 EMAIL: epping@tzn.net.com	JOB# SN-619 C.S.M. DRAWN BY: KEVIN BOYER © 2003, EPPING ENGINEERING AND SURVEYING, INC. NOTE: IF THE SURVEYOR'S SEAL IS NOT RED IN COLOR, THE MAP IS A COPY, AND MAY CONTAIN ALTERATIONS. THE SURVEYOR'S SEAL DOES NOT APPLY TO COPIES.	PREPARED FOR: IYRON HANKE 2410 CRESENT CT. PLOVER, WI. 54467
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CLARK COUNTY CERTIFIED SURVEY MAP NO. 1246

LOCATED IN PART OF THE SE1/4 OF THE SW1/4, PART OF THE NE1/4 OF THE SW1/4, AND PART OF THE NW1/4 OF THE SE1/4, ALL IN SECTION 6, TOWNSHIP 24 NORTH, RANGE 1 EAST, TOWN OF LYNN, CLARK COUNTY, WISCONSIN.

LOT - 1 (EXCLUDING R/W)
68.11 acres
2967045.94 sq ft

WISCONSIN
PHILLIP G. EPPING
REGISTERED LAND SURVEYOR
NO. 1024
NEW WAUWATOSA, WI
5-21-03

SCALE: 1" = 400'
 0 400' 800'

● 75" X 24" IRON ROD SET 1.50#/FT
 ○ CLARK COUNTY SECTION CORNER OF RECORD
 — FENCE

RECORDED ON 5/21/03
AT 1:30 P.M. IN VOL. 705
OF RECORDS PAGE 202
CLARK COUNTY WI BY
Joe Hagedorn
PL 11
Ch 1720

NOTE: MAP BEARINGS ARE REFERENCED TO THE CLARK COUNTY COORDINATE SYSTEM.

DESCRIPTION:
 Located in part of the SE1/4 of the SW1/4, part of the NE1/4 of the SW1/4, and part of the NW1/4 of the SE1/4, all in Section 6, Township 24 North, Range 1 East, Town of Lynn, Clark County, Wisconsin; Commencing at the S1/4 corner 6-24-1E; thence N 00°18'10" W, a distance of 45.84' to the POINT OF BEGINNING; thence N 89°14'34" W, a distance of 92.02'; thence N 00°18'10" W, a distance of 151.25'; thence S 88°56'07" W, a distance of 330.03'; thence S 00°18'10" E, a distance of 155.78'; thence N 84°42'06" W, a distance of 151.35'; thence S 88°15'09" W, a distance of 83.77'; thence N 00°21'40" W, a distance of 2588.96'; thence N 88°33'00" E, a distance of 1973.87'; thence S 00°24'58" E, a distance of 993.39'; thence S 88°33'00" W, a distance of 1316.70'; thence S 00°18'10" E, a distance of 1614.17' to the POINT OF BEGINNING; said described tract containing 68.11 Acres, more or less. Subject to right-of-ways, easements, restrictions, and reservations of record.

SURVEYORS CERTIFICATE:
 I, Phillip G. Epping, being a Registered Land Surveyor in the State of Wisconsin, do hereby certify that by the order and under the direction of Iyron Handke, Plover, Wisconsin, that I have supervised the surveying and mapping of the above described property, and the above map is a true representation of that survey, and that I have complied with Chapter 236.34 of the Wisconsin Statutes to the best of my knowledge and belief.

1246

No. 185166 Easement
 Mattie Riedel
 to
 Northern States Power Co.

-THIS INDENTURE, made this 29th day of June 1927 between Mattie
 Riedel and widow County, Wisconsin, parties of the first part,
 and NORTHERN STATES POWER COMPANY a Wisconsin corporation, party

of the second part, WITNESSETH, that the parties of the first part for and in consideration of Twenty five 25.00 dollars to them in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and warrant to the party of the second part, its successors and assigns, the right, privilege and easement to enter upon the premises hereinafter described and to construct and permanently maintain thereon a transmission line for the transmission of electrical current, together with the right at all times to enter upon said premises for the purposes of patrolling and making repairs on said line. Said real estate is situated in the County of Clark, in said State of Wisconsin and described as follows:

A part of the SW $\frac{1}{4}$ of section 6, Range 1 East twp. 24 N. App 10 acres along road.

Such transmission line is to consist of necessary poles situated on said premises with wires connecting the same, together with guy lines and other necessary equipment, and shall be located in public highway limited by highway commission the clearance of 10 ft to apply to 66000 volt line.

Also conveying the right, privilege and easement to hang or attach to said poles from time to time without further consideration such additional wires or other equipment as said party of the second part may deem necessary or convenient.

The party of the second part shall pay in addition to the sum aforesaid, for all damage done to the property of the parties of the first part and their grantees in the maintenance or repair of said line, provided however that the said party of the second part may from time to time without further consideration trim any or all brush or timber on said premises within 10 feet of said wires whenever such brush or timber in the judgment of said party of the second part, endangers the safety of said line or interferes with its operation.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In presence of
 Guy D. Hill
 G. I. Wilder

Mattie Riedel (Seal)

STATE OF WISCONSIN
 SS
 CLARK COUNTY

Personally came before me this 29 day of June 1927, the above named Mattie Riedel widow to me known to be the persons who executed the foregoing instrument and acknowledged the same. (Notary Seal)

Guy D. Hill,
 Notary Public, Clark County, Wisconsin, My commission expires June 21st 1931

Recorded this 30 day of Sept. 1927 at 9 o'clock A.M. Jno. P. Kintzele, Register of Deeds
 No. 185167 Easement -THIS INDENTURE, made this 22nd day of June 1927 between Wm. York-

Wm. Yorkston
 to
 Northern States Power Co. -ston single Clark County, Wisconsin, parties of the first part,
 and NORTHERN STATES POWER COMPANY, a Wisconsin corporation, party
 of the second part, WITNESSETH, that the parties of the first part for and in consideration of One dollar to them in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and warrant to the party of the second part, its successors and assigns, the right, privilege and easement to enter upon the premises hereinafter described and to construct and permanently maintain thereon a transmission line for the transmission of electrical current, together with the right at all times to enter upon said premises for the purposes of patrolling and making repairs on said line. Said real estate is situated in the County of Clark in said State of Wisconsin and described as follows: S $\frac{1}{2}$ of SE $\frac{1}{4}$ Section 5, Range 1 East T 24 N.

Such transmission line is to consist of necessary poles situated on said premises with wires connecting the same, together with guy lines and other necessary equipment, and

**AWARD OF DAMAGES
BY STATE OF WISCONSIN**

Section 84.09(2)

This award of damages is made pursuant to a relocation order of the State of Wisconsin Department of Transportation, Division of Highways, dated August 13, 1973, and filed in the office of the County Clerk of Clark County, for the improvement of U.S. Highway 10, in Clark County.

The State of Wisconsin has determined it necessary to acquire, for the purpose set forth in and in accordance with said relocation order, a parcel of real estate and/or rights therein as hereinafter set forth,

in and to which the following persons have an interest: Erwin Sternitzky and Louise

Sternitzky, his wife

The interest acquired by this award is for

(See attached sheet)

THIS CONVEYANCE IS EXEMPT FROM THE
TRANSFER FEE PURSUANT TO SEC. 77.25(2)

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on December 17, 1973.

The State of Wisconsin, having complied with all jurisdictional requirements pursuant to law, hereby makes this award of damages to the above-named persons having an interest in said parcel of real estate, in the sum of

Eight Hundred and no/100

Dollars (\$800.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

350476

RECEIVED FOR RECORD

26 DAY OF November
A.D. 1973 AT 8
O'CLOCK, 4 P.M. AND RECORDED IN VOL.
306 OF RECORDS PAGE 535

Vern Hansen
REGISTER OF DEEDS

By: Erwin Sternitzky, Deputy
Clark COUNTY

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

By: B. E. Gehrmann
Highway Commission Secretary

J. S. GEHRMANN

Pursuant to authority granted by motion duly made,
seconded, and adopted on NOV 13 1973

This instrument was drafted by the State of Wisconsin,
Department of Transportation, Division of Highways.

Parcel No. 84

Project 7030-1-21

FEE Title in and to the following tracts of land in Clark County, State of Wisconsin, described as a parcel of land in Section 6, Township 24 North, Range 1 East, in the E 1/2 of the SE 1/4 of the SW 1/4 thereof, except a part conveyed and filed in the office of the County Clerk of said Clark County in Vol. 259 D p. 390. Said parcel includes all land of the owner contained in the following described traverse: Beginning at the S 1/4 corner of said Section 6; thence along the southerly line of said Section 6, S 89°26'06" W (grid) 92 feet; thence N 0°31'13" E (grid) 54.75 feet; thence N 88°42'29" E (grid) 92.03 feet; thence S 0°31'13" W (grid) 55.92 feet to the S 1/4 corner of said Section 6 and the point of beginning.

Also, beginning at a point on the southerly line of said Section 6, 422 feet, S 89°26'06" W (grid) of the S 1/4 corner of said Section 6; thence continuing along said southerly line S 89°26'06" W (grid) 240.62 feet; thence N 0°41'31" W (grid) 62.49 feet; thence N 88°42'29" E (grid) 91.27 feet; thence S 84°10'01" E (grid) 151.33 feet; thence S 0°31'13" W (grid) 46.78 feet to a point on the southerly line of said Section 6 and the point of beginning.

Also an additional parcel of land located in Section 7, Township 24 North, Range 1 East in the N 1/2 of the NE 1/4 thereof. Said parcel includes all land of the owner contained in the following described traverse: Beginning at the NE corner of said Section 7, thence along the easterly line of said Section 7, S 0°19'53" E (grid) 150 feet; thence N 64°32'12" W 222.09 feet; thence S 88°42'29" W (grid) 1009.84 feet; thence S 85°50'46" W (grid) 100.12 feet; thence S 88°42'29" W (grid) 1330 feet to the westerly line of said N 1/2 of the NE 1/4; thence along said westerly line N 0°36'37" W (grid) 54.11 feet to the N 1/4 corner of said Section 7; thence along the northerly line of said Section 7, N 88°41'19" E (grid) 2640.03 feet to the NE corner of said Section 7 and the point of beginning.

Containing 1.56 acres, more or less, exclusive of lands heretofore released for highway right of way.

Also acquired herein are all existing, or potential common law or statutory easements or rights of access between the highway herein designated as U.S.H. 10 and all of the remaining abutting real property of the owner, whether acquired by separate conveyance or otherwise, in the E 1/2 of the SE 1/4 of the SW 1/4 of Section 6, Township 24 North, Range 1 East, except a part conveyed and filed in the office of the County Clerk of Clark County, State of Wisconsin, in Vol. 259 D p. 390; Except the right of access to said U.S.H. 10 from abutting lands by means of One (1) access point on the northerly side of said U.S.H. 10 pursuant to the provisions of Section 86.07(2) Stats.

Also acquired herein are all existing, or potential common law or statutory easements or rights of access between the highways herein designated as U.S.H. 10 and the northerly 150 feet of the town road on the easterly side of Section 7, Township 24 North, Range 1 East and of the remaining abutting real property of the owner, whether acquired by separate conveyance or otherwise, in the N 1/2 of the NE 1/4 thereof; Except the right of access to said U.S.H. 10 from abutting land by means of two (2) access points on the southerly side of said U.S.H. 10 in said N 1/2 of the NE 1/4, except the easterly 300' thereof, pursuant to the provisions of Section 86.07 (2) Stats.

Project 7030-1-21

Parcel 84

7ka

6.

NUMBER 350476 ol. 306 15 age 535	Received For Record This <u>26</u> Day of <u>Nov</u> 1973 At <u>10</u> M. <u>Norman Hansen</u> Register of Deeds, Clark Co., Wis. By <u>Enoch J. Walk</u> Deputy	INDEXED TO: ✓ <u>pt 6E-1W-6-24-1E</u> <u>pt 7 1/2-7E-7-24-1E</u>	RETURNED TO: <u>Dep. of Transportation</u> <u>Rich (Pike), Wi.</u> <u>ch 43</u>
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0697 P 454

Document Number: 513774	Plan ID Number: <i>NA</i>
PRIVY INSTALLATION AGREEMENT Clark County Department of Planning, Zoning and Solid Waste 517 Court St. Room 204A, Neillsville, WI 54456 phone: 715-743-5130 fax: 715-743-5154	
Property Owner <i>Iyron F. Handke JR.</i>	
Mailing Address <i>W2306 US Hwy 10 Granton, WI 54436</i>	
Location <i>* SE 1/4 SW 1/4, Sect 6, T24, R1 E, Town: Lynn</i>	
Tax Parcel Number <i>034,0185.000</i>	County Sanitary Permit Number <i>2003-003</i>
Legal Description E 1/2 OF SE-SW EX THE W 330' OF THE E 422' OF THE S 200' EX HWY R/W AS DESC IN 306 REC 535 SEC. 6 TWP. 24 N R 1 E	
RECORDED ON 3/06/03 AT 11:15 A.M. IN VOL. 697 OF RECORDS PAGE 454 CLARK COUNTY WI BY <i>Lis Hogdorn</i> <i>pd #11 cash</i>	
Return to: Dept. of Planning and Zoning <i>pd \$11.00 cash</i>	

The owner of the privy on the described property agrees to the following:

1. No privy shall be attached to or enclosed within another structure.
2. No plumbing shall be installed in the privy.
3. No plumbing shall be installed in the premises served by the privy unless a code compliant POWTS serves the premises or a valid state sanitary permit to install a POWTS has been issued to the property owner for that premises.
4. A public privy shall meet the requirements in Comm 52.63, Wisconsin Administrative Code.
5. The setback requirements for a private or public privy are provided in Table 1.

Table 1	Minimum Setback Distances for a Privy				
	Well	Building	Lake/Stream	Property Line	Road Right-of-way
Pit Privy	50 ft	10 ft	75 ft	5 ft	10 ft
Vault Privy	25 ft	5 ft	75 ft	2 ft	10 ft

6. Any privy shall have a vented chamber per Comm 91, Wisconsin Administrative Code; the vent terminal shall be located at least 10 feet from an air intake (door, window, attic vent, etc of a building).
7. A vault privy requires a vault with a minimum capacity of 200 gallons or 1 cubic yard.
8. A privy vault shall be constructed of watertight plastic, fiberglass, coated steel w/cathodic protection, or concrete. Materials shall comply with Comm 84.25, Wisconsin Administrative Code.
9. The servicing of a vault privy relative to the pumping, transporting and disposal of the contents shall be in accordance with NR 113, Wisconsin Administrative Code.
10. This agreement shall be binding upon the owner, their heirs, and assignees. The register of deeds shall record this document in a manner that allows its existence to be determined by reference to the property where the privy is installed.

Owner's Name <i>Iyron F. Handke JR.</i>
Owner's signature <i>[Signature]</i>
Owner's Name
Owner's Signature

Subscribed and sworn (attested) to before me on this date *5th April 2002*

Notary Public *Sharon R. Ketch*

County of *Clark*

My commission expires on: *9-11-2005*

My Commission Expires:

1. Grantors for themselves, their heirs, legal representatives, purchasers, successors and assigns do hereby sell, grant and convey to Grantees, their heirs, legal representatives, purchasers, successors and assigns, a thirty-three (33') foot non-exclusive permanent and perpetual joint driveway easement and joint roadway right-of-way from US Highway 10 and upon, over and across the East two (2) rods of the SE1/4 of the SW1/4 and upon, over and across the East two (2) rods of the NE1/4 of the SW1/4 of Section 6, Township 24 North, Range 1 East, Clark County, Wisconsin, for access to Grantees' property.

Grantors retain and reserve for themselves, their heirs, legal representatives, purchasers, successors and assigns the joint use of the entire thirty-three (33') foot non-exclusive permanent and perpetual joint driveway and joint roadway from US Highway 10 and upon, over and across the East two (2) rods of the SE1/4 of the SW1/4 and upon, over and across the East two (2) rods of the NE1/4 of the SW1/4 to Grantee's property described above, of Section 6, Township 24 North, Range 1 East, Clark County, Wisconsin, for access to Grantors' property.

Grantors for themselves, their heirs, legal representatives, purchasers, successors and assigns retain and reserve exclusive authority to make all repair, maintenance and improvement decisions on the joint driveway and joint roadway. Grantees however shall, with thirty (30) days written notice from Grantors, pay Grantors for one-half (1/2) of all costs of repairing, maintaining and improving the joint driveway and joint roadway.

This joint driveway easement and joint roadway right-of-way and all of the terms and conditions hereof shall be construed as running with the land.

2. If Grantees or their heirs, legal representatives, purchasers, successors or assigns pasture livestock on the above-described property, Grantees shall be responsible for the installation and maintenance and for the entire cost and expense of the installation and maintenance of a legal fence along the entire South side of the above-described property. All of the terms and conditions hereof shall be construed as running with the land.
3. The terms and conditions contained in this Warranty Deed supersede the provisions of the Offer to Purchase between the parties.
4. This Warranty Deed may be signed in counter-parts and shall be legal and binding and have the same force and effect as if original on original documents.

Wayne Kuhl

John W. Mast
John W. Mast

Janice Kuhl

Amelia Mast
Amelia Mast

VOL. 850 PAGE 048

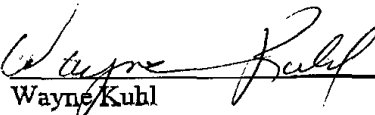
1. Grantors for themselves, their heirs, legal representatives, purchasers, successors and assigns do hereby sell, grant and convey to Grantees, their heirs, legal representatives, purchasers, successors and assigns, a thirty-three (33') foot non-exclusive permanent and perpetual joint driveway easement and joint roadway right-of-way from US Highway 10 and upon, over and across the East two (2) rods of the SE1/4 of the SW1/4 and upon, over and across the East two (2) rods of the NE1/4 of the SW1/4 of Section 6, Township 24 North, Range 1 East, Clark County, Wisconsin, for access to Grantees' property.

Grantors retain and reserve for themselves, their heirs, legal representatives, purchasers, successors and assigns the joint use of the entire thirty-three (33') foot non-exclusive permanent and perpetual joint driveway and joint roadway from US Highway 10 and upon, over and across the East two (2) rods of the SE1/4 of the SW1/4 and upon, over and across the East two (2) rods of the NE1/4 of the SW1/4 to Grantee's property described above, of Section 6, Township 24 North, Range 1 East, Clark County, Wisconsin, for access to Grantors' property.

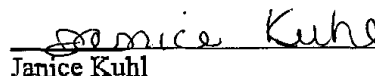
Grantors for themselves, their heirs, legal representatives, purchasers, successors and assigns retain and reserve exclusive authority to make all repair, maintenance and improvement decisions on the joint driveway and joint roadway. Grantees however shall, with thirty (30) days written notice from Grantors, pay Grantors for one-half (1/2) of all costs of repairing, maintaining and improving the joint driveway and joint roadway.

This joint driveway easement and joint roadway right-of-way and all of the terms and conditions hereof shall be construed as running with the land.

2. If Grantees or their heirs, legal representatives, purchasers, successors or assigns pasture livestock on the above-described property, Grantees shall be responsible for the installation and maintenance and for the entire cost and expense of the installation and maintenance of a legal fence along the entire South side of the above-described property. All of the terms and conditions hereof shall be construed as running with the land.
3. The terms and conditions contained in this Warranty Deed supersede the provisions of the Offer to Purchase between the parties.
4. This Warranty Deed may be signed in counter-parts and shall be legal and binding and have the same force and effect as if original on original documents.


Wayne Kuhl

John W. Mast


Janice Kuhl

Amelia Mast

FAZIR\kuhl-mast.ease.wpd

NOTE: COMPLETE ALL ITEMS IN BLACK INK

Clark County Planning, Zoning and Land Information
517 Court Street, Room 204, Neillsville WI 54456
phone: 715-743-5130 fax: 715-743-5154

Clark County Holding Tank Maintenance and Monitoring Agreement

(To be submitted with the State Sanitary Permit application)

657320

RECORDED 09/18/2023 02:26 PM

Mary A. Denk
REGISTER OF DEEDS OFFICE
CLARK COUNTY, WI

Rec Fee: 30.00

PAGES: 3

CLARK COUNTY Rev. 4/1/19	Plan ID Number: <u>C2301056</u>	Return to: Planning, Zoning & Land Information Department Room 204, 517 Court Street Neillsville WI 54456
Parcel ID Number: 034.0185.000	Agreement Date: <u>9/13/23</u>	
Governmental (Township) Unit: Town of Lynn	Holding Tank Owner: Joshua H Nielsen	

We acknowledge that the agreement is made between the governmental (township) unit and the holding tank owner regarding the installation of a holding tank on the following property.

PT LOT 1 CSM 1246 REC 705/202 LYG IN E1/2 OF E1/2-SW EX PCL DESC IN 850/46 & EX W 330'
OF E 422' OF S 200' OF SE-SW & EX HWY R/W DESC 306/535 SEC 6 TWP 24 N R 1 E

- The owner agrees to maintain the holding tank at all times so as not to create a human health hazard or nuisance.
- The owner agrees to ensure the operation and maintenance of the holding tank in accordance with SPS 383, Wisconsin Administrative Code, the management plan as submitted under SPS 383.54(1), Wis. Adm. Code, and s. 20-200, Clark County Ordinance.
- The owner agrees to pay all costs incurred by the governmental unit for inspection, hauling, or otherwise servicing and maintaining the holding tank to prevent or abate any human health hazard caused by the holding tank.
- The owner agrees to notify the Clark County Planning, Zoning, & Land Information Department within 30 days of any maintenance or management activity on the holding tank. (Pumping events may be reported by the contracted pumper per the servicing contract.)
- The owner agrees to allow access to the holding tank to any Clark County Planning, Zoning, & Land Information Department employee or representative to inspect the construction, operation, or maintenance of the system.

<u>Town of Lynn</u>	<u>Chairman</u>	<u>David A Wolf</u>	<u>9.8.2023</u>
Name of governmental (Township) official	Title	Signature of governmental (Township) official	Date

I attest that I am the owner of the above described POWTS and assume responsibility for the operation and maintenance of the POWTS.

Joshua H Nielsen

Owner's Name

x [Signature]

Owner's Signature

Owner's Name

x
Owner's Signature

STATE OF WISCONSIN - CLARK COUNTY

This document was signed before me by

Joshua Nielsen
(name of person signing the document before the notary)

on this 9/13/23
date

[Signature]
Notary Public - Signature

Notary Public, State of Wisconsin (Print Notary Name)

My commission expires 9/14/26

COMPLETE ALL INFORMATION IN BLACK INK

Clark County Planning, Zoning and Land Information
517 Court Street, Room 204, Neillsville WI 54456
phone: 715-743-5130 fax: 715-743-5154

HOLDING TANK BY CHOICE AFFIDAVIT

(To be recorded to the property description)

Property Owner

Joshua H. Nielsen

Mailing Address

N7128 Romadka Ave. Granton, WI 54436

Property Location

SE 1/4, SW1/4, Sec 6, T 24, R 1 E/W; Town: Lynn

Tax Parcel Number

034.0185.000

Legal Description

PT LOT 1 CSM 1246 REC 705/202 LYG IN E1/2 OF E1/2-SW EX PCL
DESC IN 850/46 & EX W 330' OF E422' OF S200' OF SE-SW & EX
HWY R/W DECS 306/535 SEC 6 TWP 24N & 1E

Return to: Planning, Zoning & Land Information
Department, Courthouse, Neillsville WI 54456.

This affidavit is required when a holding tank POWTS (private onsite wastewater treatment system) is installed as a system of choice per s. 20-131(c)(1), Clark County Code of Ordinances. The ordinance states that a holding tank may be selected as the POWTS for a single building when the daily wastewater flow from the building is less than 160 gallons per day (gpd).

Plumber/Designer Name: Aaron's Plumbing, LLC. Aaron Niggemann License Number: 1039964
Estimated Daily Flow (gpd): <150 Holding Tank Volume: 2000 gal.
Soil & Site Evaluation on File? no

The owner of the holding tank on the described property agrees to the following:

1. The holding tank approved for the above-described property was selected as a system of choice per s. 20-131(c)(1), Clark County Code of Ordinances.
2. That a change in number of bedrooms, permanent occupancy, or change in use that results in daily wastewater flow of 160 gallons or more would require completion of a soil test and installation of code-compliant POWTS per s.20-131(c)(1), Clark County Code of Ordinances.
3. That the Clark County Planning, Zoning, & Land Information Department can inspect (following owner notification) the operation of the holding tank during regular business hours.
4. The agreement shall be binding upon the owner, the heirs of the owner, and assignees of the owner. The Clark County Register of Deeds shall attach with Holding Tank Maintenance Agreement.
5. The Clark County Planning, Zoning, & Land Information Department can require installation of a water meter either at time of POWTS installation or at a later date.

I attest that I am the owner of the above described POWTS and assume responsibility for the operation and maintenance of the POWTS.

Owner's Name

Owner's Signature

Owner's Name

Owner's Signature

STATE OF WISCONSIN - CLARK COUNTY

This document was signed before me by

Joshua Nielsen
(name of person signing the document before the notary)

on this 9/13/23
date

Sandra Hanuszczak
Notary Public—Signature

Sandra Hanuszczak
Notary Public, State of Wisconsin (Print Notary Name)

My commission expires 12/14/26

**CLARK
COUNTY**

Clark County Holding Tank Servicing Contract

(To be submitted with the State Sanitary Permit Application)

Department of Planning,
Zoning & Land Information
Room 204
517 Court Street
Neillsville WI 54456
Ph: 715-743-5130

This contract is made between the

Holding Tank Owner (s) Name

Joshua H Nielsen

and

Licensed Pumper Name & License #

OK Sanitary INC
#01494

Contract Date:

Parcel ID Number: 034.0185.000

We acknowledge the installation of a holding tank (s) on the following property (provide legal description):

PT LOT 1 CSM 1246 REC 705/202 LYG IN E1/2 OF E1/2-SW EX PCL DESC IN 850/46 & EX W 330' OF E 422'
OF S 200' SE-SW & EX HWY R/W DESC 306/535 SEC 6 TWP 24 N R 1 E

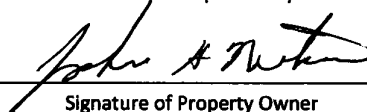
- The owner agrees to file a copy of this contract with the Clark County Planning and Zoning Department as required in s. 20-200, Clark County Ordinance.
- The owner agrees to have the holding tank serviced by the pumper and guarantees the pumper to have access to enter upon the property for the purpose of servicing the holding tank(s).
- The owner agrees to provide a service road or drive to within 25 feet of the holding tank(s).
- The owner agrees to pay the pumper for all charges incurred in servicing the holding tank(s) as mutually agreed upon by the owner and the pumper.
- The owner or their agent agrees to submit a report on servicing the holding tanks to the Clark County Planning and Zoning Department within the allotted time period per SPS 383.55, Wisconsin Administrative Code. The following shall be in the report:
 - Name and address of the individual servicing the holding tank(s)
 - Name of the owner of the holding tank
 - Location of the property on which the holding tank(s) is located
 - Tax parcel ID number
 - Service date
 - Volume of pumped contents for each service call
 - Disposal area to which contents were delivered.

This agreement will remain in effect until the owner or pumper terminates this contract. In the event of any changes the owner agrees to file a copy of any changes to this service contract with the Clark County Planning and Zoning Department within 10 business days of the date of the changes.

I attest that I am the owner of the above described POWTS and assume responsibility for the operation and maintenance of the POWTS.

Josua H Nielsen

Name of Property Owner (PRINT)



Signature of Property Owner

9-8-23

Date

OK Sanitary, INC

Name of Pumper (PRINT)



Signature of Pumper

9/8/23

Date