

100951

STATE BAR OF WISCONSIN FORM 1 - 1998

Document Number

WARRANTY DEED

This Deed, made between Richard J. Bauer and Estella Ann Bauer, a/k/a Estella A. Bauer, husband and wife, Grantor, and George F. Oberding and Ann E. Oberding, husband and wife, as survivorship marital property, Grantee. Grantor, for one dollar and other good and valuable consideration, conveys to Grantee the following described real estate in Pepin County, State of Wisconsin (The "Property"):

All that part of the Northeast Quarter of the Northwest Quarter (NE/NW), Section Twenty-five (25), Township Twenty-five (25) North, Range Thirteen (13) West, Pepin County, Wisconsin, lying South of U.S. Highway Ten (10), and containing Twenty-five (25) acres, more or less.

NOTE: This Warranty Deed is in satisfaction and fulfillment of the Land Contract that was executed by and between these same parties on 11/9/98 and which was recorded in the Pepin County Register of Deeds' Office on 11/16/98, in Vol. 121 Records, page 603, as Doc. #099145.

SEE ATTACHED FOR ADDITIONAL PROVISIONS.

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except all highways, easements, rights of way, use restrictions, zoning ordinances and other restrictions of record.

Dated this 6 day of November, 1999.

Richard J. Bauer
*Richard J. Bauer, Grantor

Estella A. Bauer
*Estella Ann Bauer, a/k/a Estella A. Bauer, Grantor

AUTHENTICATION

Signatures _____,
authenticated this _____ day of _____, 1999.

* David J. Fugina
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)
THIS INSTRUMENT WAS DRAFTED BY
David J. Fugina, Fugina Law Office
17 So. Main St., P.O. Box 337
Fountain City, WI 54629
(Signatures may be authenticated or acknowledged. Both are not necessary.)

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REGISTER'S OFFICE }
Pepin County, Wis. } ss.

Received for record, the 9 day
of November, A.D. 1999, at
10 o'clock P.M. and recorded
in Vol. 121 of Records on page 275-276
Venice D. Bauer Deputy
Register of Deeds
Pa. #12.00 CK. #10436

Recording Area
Name and Return Address

David J. Fugina
Fugina Law Office
17 South Main Street
P.O. Box 337
Fountain City, WI 54629

004-00316
Parcel Identification Number (PIN)
This is not homestead property.

FEE
77.25 (17)
EXEMPT

ACKNOWLEDGMENT

STATE OF WISCONSIN)
Pepin County) ss.
Personally came before me this 6th day of
November, 1999, the above named Richard J. Bauer
and Estella Ann Bauer, a/k/a Estella A. Bauer, husband and
wife, to me known to be the persons who executed the foregoing
instrument and acknowledge the same.

Francis J. Edwards
* Francis J. Edwards
Notary Public, State of Wisconsin
My Commission is permanent (If not, state expiration date)
10-22-00

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

BAUER/OBERDING
WARRANTY DEED
ADDITIONAL PROVISIONS

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FIRST OPTION TO PURCHASE

Grantees shall have the first option to purchase the Southeast of the Northwest (SE/NW) and the Northeast of the Southwest (NE/SW), Section Twenty-five (25), Township Twenty-five (25) North, Range Thirteen (13) West, Pepin County, Wisconsin, should said premises ever be offered for sale by Grantors. The Grantees shall have the first right and privilege of purchasing such property and premises on a first-refusal basis, with the purchase price therefor to be in such amount and upon such terms as shall be agreed upon by and between the parties hereto at the time of such sale in the event there is no other interested purchaser for said property, or on a competitive basis with any other interested bona fide purchaser, with the first right and privilege of purchase on such basis being given to the Grantees hereunder provided that they top the best offer from any other bona fide interested purchaser of said premises. The election on the part of the said Grantees hereunder to exercise the privilege accorded to them of the first right to purchase said property shall be made within thirty (30) days after receipt of written notice of Grantors interest to sell said premises and shall be in the nature of an answer in writing given by them to said Grantors hereunder. The first right of purchase/refusal being granted to the Grantees hereunder binds the Grantors and their heirs in the event the property referred to herein is ever offered for sale. In the event that the Grantees elect not to exercise their option to purchase said premises and so indicate in writing to Grantors, then Grantors are free to sell said premises to the interested third party.

RESERVATION OF ACCESS EASEMENT BY GRANTORS:

Grantors reserve a permanent access easement over and across the access driveway to the above described premises from U.S. Highway Ten (10) and across the East thirty (30) feet of the above described premises as a means of ingress and egress for Grantors to adjacent lands owned by the Grantors, being the Southeast of the Northwest (SE/NW) and the Northeast of the Southwest (NE/SW), Section Twenty-five (25), Township Twenty-five (25) North, Range Thirteen (13) West, Pepin County, Wisconsin. Once the exact location of the easement road has been established, it shall not be changed without the consent of the Grantees. If it becomes necessary to survey the exact location of this easement road in the future, Grantors shall pay the full cost thereof.

Said easement shall be a permanent easement constituting a covenant running with the lands. Said easement shall be for the benefit of the said Grantors, their licensees, heirs, beneficiaries, personal representatives or assigns. Said easement shall provide the full and free right and liberty for Grantors, their heirs, beneficiaries, personal representatives or assigns, and their tenants, servants, visitors, and licensees, in common with all others having the like right, at all times hereafter with and without vehicles of any description, and with or without animals to pass and repass along and across said easement road for the purpose of ingress and egress to the adjacent lands. The granting of these easement rights does not prevent the owners of the property over which the easement passes from making use of the lands covered by this easement so long as said owners do not obstruct the easement in any manner. All repairs or improvements to the easement site shall be at the expense of the Grantors or their licensees, heirs, beneficiaries, personal representatives or assigns.