

**QUIT CLAIM DEED – STATE GRANTOR**

Wisconsin Department of Transportation  
Exempt from fee s. 77.25(2) Wis. Stats.  
DT1563 11/2012

**THIS DEED**, made by the **State of Wisconsin, Department of Transportation**, GRANTOR, quit claims to **Kwik Trip, Inc., A Wisconsin Corporation** GRANTEE(s), for the sum of **One Million One Hundred Thousand Dollars and 00/100 (\$1,100,000.00)** pursuant to Section 84.09(5) Wisconsin Statutes, the property described below.

LEGAL DESCRIPTION IS ATTACHED AS EXHIBIT "A" AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

It is expressly intended and agreed by and between the parties hereto that the following conditions apply:

No advertising signs or billboards of any type shall be located, erected or maintained on the above-described lands, except for on-premise signs.

All existing public and private utilities and public recreational trails located upon, over or under the above-described lands, whether by permit or easement, shall have the continued right of occupancy and the continued right of ingress and egress for personnel and equipment for the purpose of maintaining or improving their existing transmission and/or distribution facilities located wholly or partially within the above-described lands as of the date of this instrument.

These covenants, burdens and restrictions shall run with the land and shall forever bind the grantee, its successors and assigns; and, upon breach or failure of all or any part thereof, the State of Wisconsin, Department of Transportation may bring an action in the courts of this state to enforce said restriction, and shall recover in any such action its costs and expenses of enforcing the restriction, including actual attorneys fees, from the owner of the property, his/her successors, assigns, trustees, personal representatives or administrators.

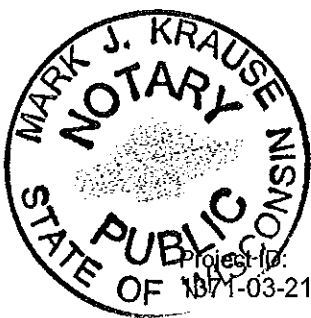
Access Agreement between the Grantor and Grantee is made part of this document as Exhibit "B through B-4".

This space is reserved for recording data  
Return to  
Wisconsin Department of Transportation  
Real Estate - Property Management  
141 NW Barstow Street  
P.O. Box 798  
Waukesha, WI 53187-0798  
Parcel Identification Number/Tax Key Number  
WAKC0947002

April 17, 2015  
Date  
Tanace Matthiesen  
Real Estate Manager Signature  
Tanace Matthiesen  
Print Name

4-17-2015  
Date  
State of Wisconsin )  
Dane County ) ss.  
On the above date, this instrument was acknowledged before me by the named person(s).

Mark J Krause  
Signature, Notary Public, State of Wisconsin  
Mark J Krause  
Print Name, Notary Public, State of Wisconsin  
9-15-2017  
Date Commission Expires



## EXHIBIT A

### LEGAL DESCRIPTION

Lot 2 of Certified Survey Map 10718, Document Number 3695982 in and including that part of the Southwest 1/4 of the Southeast 1/4 of Section 21, Township 07 North, Range 19 East, in the City Of Waukesha, Waukesha County, Wisconsin.

This parcel contains **6.44 acres**, more or less.

Also, a **driveway easement for ingress and egress purposes**, as long as so used, in and to the following described lands in Waukesha County, State of Wisconsin, described as:

That part of Lot 1 of Certified Survey Map 10718, Document Number 3695982 in and including that part of the Southwest 1/4 of the Southeast 1/4 of Section 21, Township 07 North, Range 19 East, in the City Of Waukesha, Waukesha County, Wisconsin.

Beginning at the Northeast corner of said Lot 1; thence South 47°02'39" East along the Northerly line of said Lot 1, 400.00 feet; thence South 38°58'59" West, 70.17 feet; thence North 47°02'39" West, 400.00 feet to the Easterly line of Golf Road; thence North 38°58'59" East along said Easterly line, 70.17 feet to the point of beginning.

This easement contains **0.64 acres**, more or less.

It is expressly intended and agreed by and between the parties hereto that the following conditions and restrictions shall attach to this conveyance, and acceptance of this instrument by the grantee shall be construed as acceptance of each and all of said conditions and restrictions:

There shall be no vehicular ingress or egress between the above described lands and the highways currently designated I-94 and CTH "T" or to any ramps or roadways appurtenant to said highways.

Also, it is the intent of the this description to modify and amend existing, future, or potential common law or statutory easements or **rights of vehicular access** between the right-of-way of the highway, currently designated as Golf Road, as shown on Right-Of-Way Project ID 1371-03-21 and the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, to allow **access** to Golf Road across Lot 1 for the benefit of both Lot 1 and Lot 2 of said Certified Survey Map 10718 by means of **one driveway connection**, where the following described real estate abuts on the said highway:

Beginning at the Northeast corner of said Lot 1; thence South  $38^{\circ}58'59''$  West along the south right of way of Golf Road, 70.17 feet to the point of terminus.

## EXHIBIT B

### SHARED ACCESS EASEMENT AGREEMENT

**THIS SHARED ACCESS EASEMENT AGREEMENT**, dated \_\_\_\_\_, 20\_\_\_\_, by and between State of Wisconsin (Department of Transportation, Division of Districts) ("Grantor") and Kwik Trip, Inc., a Wisconsin corporation ("Grantee") for the purpose of ingress/egress. The following statements are a material part of this Agreement:

- A. Grantor owns the real estate described on the attached Exhibit B-2 ("Grantor Property");
- B. Grantee owns the real estate described on the attached Exhibit B-3 ("Grantee Property"); and
- C. Grantor is willing to grant Grantee easement rights of ingress and egress over the Grantor Property legally described and shown on the attached Exhibit B-4 ("Easement Property"), pursuant to the terms and conditions contained in this Agreement.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements and covenants are made:

#### **GRANTOR'S INGRESS AND EGRESS EASEMENT**

Grantor grants and conveys to Grantee, for the benefit of the Grantee Property, a permanent non-exclusive easement for vehicular and pedestrian ingress and egress to and from the Grantee Property, over, upon and across the Easement Property. Such use by Grantee of the Easement Property shall not unreasonably interfere with Grantor's use and enjoyment of the Grantor Property, including the Easement Property. Such use by Grantor of the Easement Property shall not unreasonably interfere with Grantee's use and enjoyment of the Grantee Property, including the Easement Property.

#### **MAINTENANCE OF THE EASEMENT PROPERTY**

Grantee, at its sole cost and expense, shall construct, maintain and repair the Easement Property.

#### **INDEMNITY**

Each party shall indemnify and defend and hold harmless the other party, 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 the Easement Properties by the other party or its agents, contractors, subcontractors, invitees, or employees.

#### **WARRANTIES OF TITLE**

Grantor warrants that it has good and indefeasible fee simple title to the Grantor Property; that Grantor has the full right and lawful authority to grant this Easement; and that Grantee and its successors shall and may peaceably have, hold and enjoy the Easement.

## **RUNNING OF BENEFITS**

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the owners of their respective properties.

This easement document was drafted by:

Thomas E. Reinhart, Attorney at Law  
P. O. Box 2107  
La Crosse, WI 54602-2107

EXHIBIT B-2

GRANTOR PROPERTY

Lot 1 of Certified Survey Map No. 10718, recorded September 28, 2009 in Volume 103 of Certified Survey Maps on Pages 231 through 234 as Document No. 3695980, and being a division of that part of the SW  $\frac{1}{4}$  and the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 21, T7N, R19E, in the City of Waukesha, Waukesha County, Wisconsin.

Parcel No. WAKC 0947.001

EXHIBIT B-3

GRANTEE PROPERTY

Lot 2 of Certified Survey Map No. 10718, recorded September 28, 2009 in Volume 103 of Certified Survey Maps on Pages 231 through 234 as Document No. 3695980, and being a division of that part of the SW  $\frac{1}{4}$  and the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 21, T7N, R19E, in the City of Waukesha, Waukesha County, Wisconsin.

Parcel No. WAKC 0947.002

EXHIBIT B-4

**ACCESS EASEMENT**

Situated on Golf Road, in the City of Waukesha, Waukesha County, Wisconsin.  
Part of Lot 1 of Certified Survey Map No. 10718, being a part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, bounded and described as follows:

Beginning at the Northeast corner of said Lot; thence South 47°02'39" East along the Northerly line of said Lot 400.00 feet to a point; thence South 38°58'59" West 70.17 feet to a point; thence North 47°02'39" West 400.00 feet to a point in the Easterly line of Golf Road; thence North 38°58'59" East along said Easterly line 70.17 feet to the point of beginning.

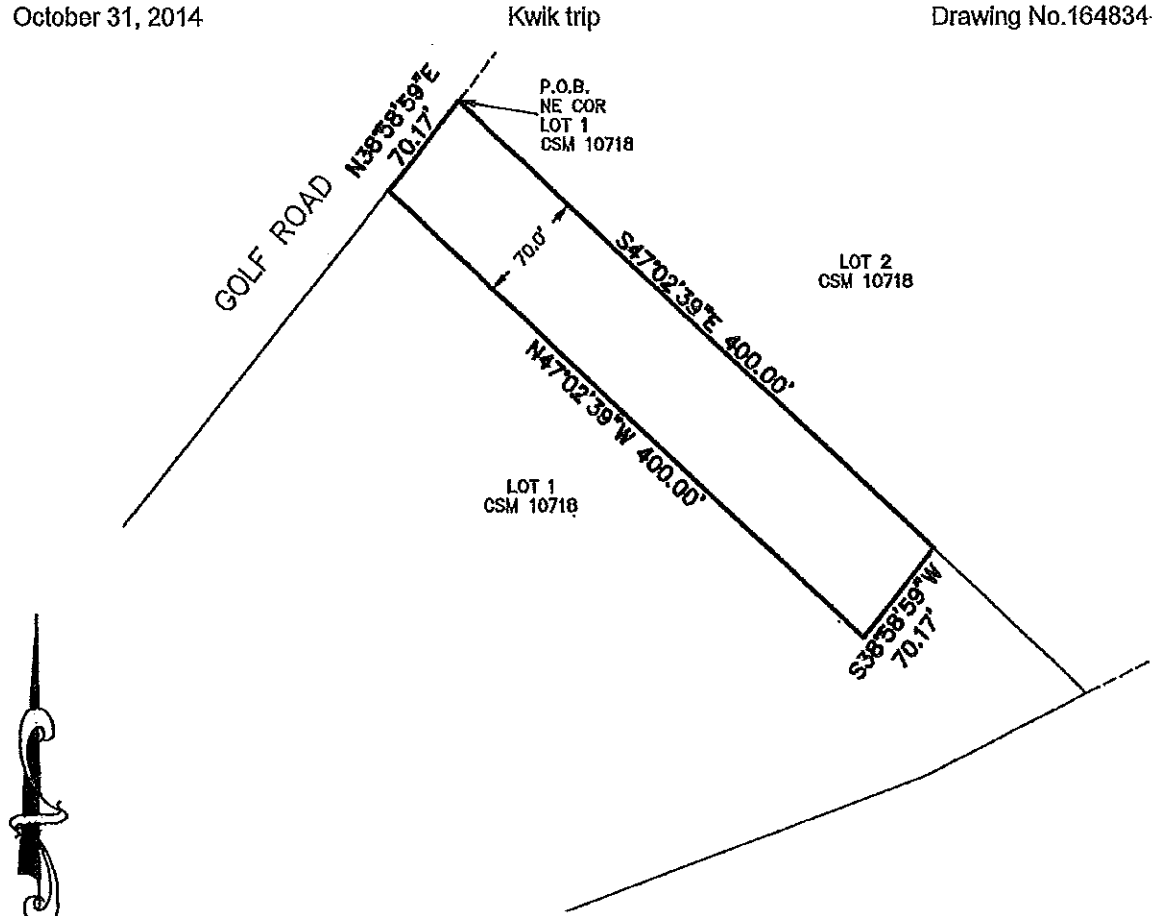
Said land contains 28,001 square feet.

October 31, 2014

Kwik trip

Drawing No.164834-RMK

R.A. Smith National, Inc.



**R.A. Smith National, Inc.**

*Beyond Surveying  
and Engineering*

16745 W. Bluremount Road, Brookfield WI 53005  
262-781-4000 Fax 262-787-7373 www.ra-smith-national.com  
Appleton, WI Orange County, CA Pittsburgh, PA

SS164834.dwg  
BX101A190.dwg ACCESS EASEMENT



**RUNNING OF BENEFITS**

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the owners of their respective properties.

**GRANTOR:**

**STATE OF WISCONSIN  
(DEPARTMENT OF TRANSPORTATION, DIVISION OF DISTRICTS)**

By: Tanace Mathison

**GRANTEE:  
KWIK TRIP, INC.**

By: \_\_\_\_\_  
Donald P. Ziellow, President

STATE OF WISCONSIN )  
  ) ss.  
COUNTY OF Dane )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certifies that Tanace Mathison of State of Wisconsin (Department of Transportation, Division of Districts), has signed the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, \_\_\_\_\_, as such \_\_\_\_\_ executed the same voluntarily for and as the act of said division.

Dated this 17 day of April, 2015.

Mark J Krause  
Notary Public  
State of WI County of Dane  
My Commission: 9-15-2017  
Mark J Krause



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

I, the undersigned, a Notary Public in and for said County, in said State, hereby certifies that Donald P. Zietlow, President of Kwik Trip, Inc., a Wisconsin corporation, has signed the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he, as such officer executed the same voluntarily for and as the act of said company.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public  
State of Wisconsin, County of \_\_\_\_\_  
My Commission: \_\_\_\_\_

This document was drafted by:

Thomas E. Reinhart, Attorney at Law  
P. O. Box 2107  
La Crosse, WI 54602-2107