310710

OWNERS' DEDICATION OF EASEMENTS

Document Title

The undersigned, Donald V. Hendrickson, Joyce M. Hendrickson, Gary L. Hendrickson, Theresa B. McCoy, and Taylor Investment Corporation of Wisconsin, a Minnesota Corporation, (hereinafter "Owners") hereby state that they constitute all of the owners of fee title to all of the property set forth as Lots 1 through 12 and Outlot 1 and 2, all of the Plat of Twilight Point recorded October 17, 1997 in the office of the Register of Deeds for Burnett County, Wisconsin, as Document Number 310420 in Volume 5 of Plats, Page 221 and located in all of Government Lot 1, Section 3 and part of Government Lots 3, 4 and 5, Section 2, Township 38 North, Range 16 West, Town of Siren, Burnett County, Wisconsin. As such, the Owners hereby create and dedicate the following permanent easements to run with the land and to be binding upon all of the

. Collective Sanitary Waste Disposal System Easement for Benefit of Lots One through Four. An easement benefitting and affecting Lots 1 through 4 of Twilight Point Plat (but also affecting Lot 5 and Outlot 2 of said Twilight Point Plat)

Owners' successors, heirs and assigns:

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BURNETT COUNTY WISCONSIN RECEIVED AND RECORDED

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REGISTER OF DEEDS

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Slaby, Deda, Marshall & Reinhard P.O. Box 7
Phillips, WI 54555
TAYLOR INVESTMENT CORP PO BOX 177
SPOONER, WI 54801

Parcel Identification Number

also affecting Lot 5 and Outlot 2 of said Twilight Point Plat) for the permanent construction, placement and maintenance of a sanitary waste collection pressure tank as now located upon Lot 2 of Twilight Point Plat, and eventual replacement thereof, serving as the collection point for all private, non-commercial sanitary waste disposal systems for said Lots 1 through 4. This easement shall also include the construction, maintenance and potential replacement of all feeder pipelines leading into the collection pressure tank, any electrical or other utility lines necessary to operate the collection tank, and such pipelines as may be necessary to transport the collected waste from the collection tank located on Lot 2 and then northeasterly across Lots 2, 3, 4 and 5 to the mound waste dispersal system located on Outlot 2. The scope of this easement shall be 20 feet in width in any direction from the collection pressure tank as presently constructed and 20 feet from any pipeline or other utility line covered herein. Any feeder pipelines leading into the collection tank from Lot 4 shall only cross servient Lot 3 within that portion of Lot 3 lying 100 feet immediately west of the west line of the North-South Private Access Road Easement described herein. Any feeder pipelines leading into the collection tank from Lots 1,3 or 4 shall only cross servient Lot 2 within that portion of Lot 2 lying immediately west of or within an extension of the North-South Private Access Road Easement described herein as though it extended to the north line of Lot 1. In the event that any dispute arises regarding the interpretation of this easement, the decision of Starlight Sanitary Corporation (if it or a successor organization is in existence) shall be deemed controlling; any such decision shall be based upon the best interests of all Twilight Point Lots benefitted by this easement. The benefit of this easement shall automatically terminate as to any Lot upon which any structure or use other than a single family residential or vacation unit becomes the primary contributor of sanitary waste for that given Twilight Point Lot; however such Lot shall continue to be encumbered by the burden of this easement.

2. Collective Sanitary Waste Disposal System Easement for Benefit of Lots Five through Ten. An easement benefitting and affecting Lots Lots 5 through 10 of Twilight Point Plat (but also affecting Lot 11 and Outlots 1 and 2 of said Twilight Point Plat) for the permanent construction, placement and maintenance of a sanitary waste collection pressure tank as now located within the cul-de-sac located upon the west end of Outlot 2 of Twilight Point Plat, and eventual replacement thereof, serving as the collection point for all private, non-commercial sanitary waste disposal systems for said Lots 5 through 10. This easement shall also include the construction, maintenance and potential replacement of all feeder pipelines leading into the collection pressure tank, any electrical or other utility lines necessary to operate the

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collection tank, and such pipelines as may be necessary to transport the collected waste from the collection tank located on Outlot 2 and then northeasterly across Outlot 2, Lot 11 and Outlot 1 to the mound waste dispersal system located on Outlot. The scope of this easement shall be 20 feet in width in any direction from the collection pressure tank as initially constructed and 20 feet from any pipeline or other utility line covered herein. Any feeder pipeline from Lot 5 leading into the collection tank shall be located on that portion of servient Lot 6 lying 100 feet immediately west of the west line of the North-South Private Access Road Easement described herein. In the event that any dispute arises regarding the interpretation of this easement, the decision of Moonlight Sanitary Corporation (if it or a successor organization is in existence) shall be deemed controlling; any such decision shall be based upon the best interests of all Twilight Point Lots benefitted by this easement. The benefit of this easement shall automatically terminate as to any Lot upon which any structure or use other than a single family residential or vacation unit becomes the primary contributor of sanitary waste for that given Twilight Point Lot; however, such Lot shall continue to be encumbered by the burden of this easement.

3. East-West Private Access Road Easement for Benefit of Lots Two Through Ten. A private, access road easement for purposes of ingress, egress and utilities (to public road known as Clam Lake Drive) on and across any or all of that portion of Outlot 2 of Twilight Point Plat lying north or west of the following described line:

Beginning at the northeast corner of Lot 6 of Twilight Point Plat; thence easterly on a continuation of the north line of said Lot 6 to a termination at its intersection point with the east line of Outlot 2.

This easement shall be for the benefit of Lots 2 through 10 of Twilight Point Plat. The cost of maintaining any roadway built under this easement shall be shared among the benefitted landowners.

- 4. North-South Private Access Road Easement for Benefit of Lots Two Through Six. A private access road easement for purposes of ingress, egress and utilities across Lots 3 through 6 of Twilight Point Plat being 67 feet in width as reflected upon said Twilight Point Plat. This easement shall be for the benefit of Lots 2 through 6 of said Twilight Point Plat. The cost of maintaining any roadway built under this easement shall be shared among the benefitted landowners.
- 5. East-West Private Access Road Easement for Benefit of Lots One Through Four. A private, access road easement for purposes of ingress, egress and utilities (to the public road known as Clam Lake Drive) 30 feet in width lying 15 feet on each side of a line commencing at the southeast corner of Outlot 2 of Twilight Point Plat and proceeding westerly on the southerly boundary of said Outlot 2 to the east line of Lot 4 of Twilight Point; thence southerly along the east lines of Lots 4, 3, 2 and 1 to the southeast corner of said Lot 1 of Twilight Point Plat. This easement shall be for the benefit of Lots 1 through 4 of Twilight Point Plat. The cost of maintaining any roadway built under this easement shall be the responsibility of the owner of Lot 1 unless other benefitted lots connect an access driveway to the roadway, in which case said additional lot(s) shall share in the expense equally with the owner of Lot 1.
- 6. Private Access Road Easement for Benefit of Lot 12 and Outlot 1. A private, access road easement for purposes of ingress, egress and utilities (to the public road known as Clam Lake Drive) 30 feet in width lying immediately south of the south line of both said Lot 12 and Outlot 1; said easement shall be located completely upon Twilight Point Plat Lot 11. The cost of maintaining any roadway built under this easement shall be borne by the owner of Lot 11 inasmuch as said roadway is expected to serve as the access road for the various buildings located upon said Lot 11 and since usage of those buildings is anticipated to be far greater than usage of the shed currently located on Outlot 1 or the single private residence currently located on Lot 12.
- 7. Conflict With Declaration of Covenants, Conditions and Restrictions. To the extent that the cost-sharing arrangements contained in the above easements are in conflict with provisions of a separate document entitled Declaration of Covenants, Conditions and Restrictions recorded October 24th, 1997 in the Office of the Register of Deeds for Burnett County, Wisconsin as Document Number 310569 in Volume of N/A, Page 389–392, the cost sharing provisions herein shall control and supersede those contained in the Declaration of Covenants, Conditions and Restrictions.