

**EASEMENT DECLARATION**

**1209251**  
**BETH PABST**  
**REGISTER OF DEEDS**  
**ST. CROIX CO., WI**  
**RECEIVED FOR RECORD**  
**06/26/2026 10:23 AM**  
**EXEMPT #**

**REC FEE 30.00**

**PAGES: 6**  
**Electronically Submitted**  
**and Returned**

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Return to:  
Ann E. Brose  
Doar Drill & Skow S.C.  
103 N. Knowles Avenue  
New Richmond, WI 54017

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261-1049-10-000 and  
261-1049-30-000  
Parcel Numbers

**RECITALS:**

Christopher H. Driscoll and Devon R. Driscoll, as Trustees of the William H and Mari E. Driscoll Living Trust dated August 7, 2013 are the Owners (“Current Owners”) of the following real property in St. Croix County, Wisconsin:

Part of Lot5, Block “8” Village of Fremont in the City of New Richmond described as follows: Commencing at a point 25 feet North of the SE corner of said Lot5; thence North 25 feet; thence West 165 feet to the center of the alley; thence South 25 feet; then East 165 feet to Point of Beginning. PID: 261-1049-10

And

West Seventy-one (71) feet Four (4) inches of South Twenty five (25) feet of Lot Five (5) and also another part of Lot Five (5) described as follows: Commencing Twenty five (25) feet North of Southwest corner of Lot Five (5); thence East Seventy (70) feet; thence North Two (2) feet; thence West Twenty (20) feet; the North Five (5) feet Two (2) inches; thence West Fifty (50) feet; thence South Seven (7) feet Two (2) inches; to point of beginning; ALL IN block Eight (8), Village of Fremont, City of New Richmond, St. Croix County, Wisconsin. PID 261-1049-30-000

The Current Owners desire to alter the property lines between these two parcels of the real property as indicated on the attached Proposed Certified Survey Map.

Parcel A is Lot 2 of the Certified Survey Map recorded in Volume 35, Page 7733 as Document Number 1209126, St. Croix County, Wisconsin.

Parcel B is Lot 3 of the Certified Survey Map recorded in Volume 35, Page 7733 as Document Number 1209126, St. Croix County, Wisconsin.

In anticipation of the change in property lines of said real property and sale of a portion of said real property, the Current Owners are willing to grant to Parcel A for a non-exclusive easement for ingress and egress, the use of the following portion of Parcel B ("Agreement"):

A parcel of land located in the NE ¼ of the NE ¼ of Section 3, T30N, R18W, City of New Richmond, St. Croix County, Wisconsin, being part of Lot 5, Block "8" of the plat of Village of Freemont, further described as follows:

Commencing at the northeast corner of said Section 3; thence S00°42'48"E 781.12' along the east line of the fractional NE ¼ to an extension of the south line of said Lot 5, Block "8"; thence N89°49'25"W 191.43 along said extension and the south line of said Lot 5 to the southwest corner of said Lot 5; thence N00°22'53"W 32.16' along the west line of said Lot 5 to the beginning of the easement described herein; thence S89°50'22"E 52.35'; thence N00°17'39"W 17.80'; thence N89°50'22"W 52.37' to said west line of said Lot 5; thence S00°22'53"E 17.80' along said west line to the point of beginning. This description contains 932 square feet (0.021 acres) more or less and may be subject to other easements, restrictions or covenants of record. ("Easement Property").

The Current Owners desire that any owner of Parcel A, their successors and assigns be legally entitled to use the Easement Property running over and across the portions of Parcel B in accordance with the terms of this Agreement.

The Current Owners are willing to grant the rights and assume the obligations in regard to the Easement Property as contained in this Agreement.

## AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. Grant.** The Agreement grant a nonexclusive easement and right-of-way to any owner of Parcel A, and their successors and assigns as the owner of Parcel A, to use the Easement Property for ingress to Parcel A.

**2. Permitted Users.** The easement granted in Section 1, above, may be used by the Parcel A Owner and their tenants, employees, customers, and invitees.

**3. Maintenance Costs.** Parcel B Owner shall bear the cost of all maintenance expenses for the Easement Property. All maintenance, repair, and removal shall be performed by Parcel B Owner.

**4. Indemnity.** Parcel A Owner shall indemnify, hold harmless and defend Parcel B Owner and their officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description (including attorney fees and costs), 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 Property by Parcel A Owner and its guests and invitees.

**5. Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the owners of Parcel A and Parcel B and their respective successors. The benefits of the easement granted under this Agreement shall not be extended to any other properties without the written consent of the owners of Parcel B. The Current Owners and their respective successors as fee simple owners of the real property described in this Agreement, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the Current Owners has transferred their fee simple interest in the real property, except, however, for obligations that accrued during the Current Owners period of ownership.

**6. Non-Use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent Parcel A Owner from later use of the easement rights to the fullest extent authorized in this Agreement.

**7. Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

**8. Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of St. Croix County, Wisconsin.

**9. Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

**10. Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.


**11. Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be

a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

**12. Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

Dated: June 25, 2026.

  
CHRISTOPHER H. DRISCOLL, Trustee

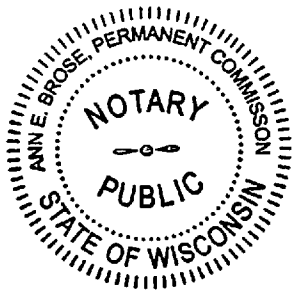
  
DEVON R. DRISCOLL, Trustee


**ACKNOWLEDGMENT**

STATE OF WISCONSIN

COUNTY OF ST. CROIX

This instrument was acknowledged before me on June 25, 2026, by CHRISTOPHER H. DRISCOLL and DEVON R. DRISCOLL, as Trustees.

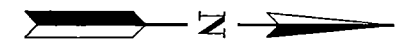
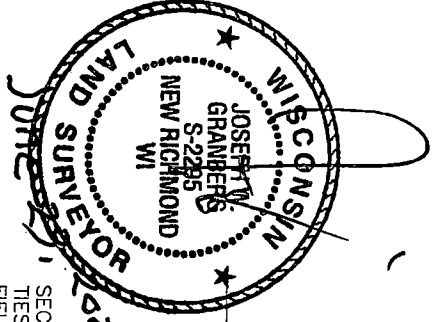


  
Ann E. Brose  
Notary Public, State of Wisconsin  
My commission is permanent.

This Document is Drafted By:  
Ann E. Brose  
Doar Drill & Skow S.C.  
103 N. Knowles Avenue  
New Richmond, WI 54017

**1209126**  
**BETH PABST**  
**REGISTER OF DEEDS**  
**ST. CROIX CO., WI**  
**RECEIVED FOR RECORD**  
**06/24/2026 08:44 AM**  
**CERTIFIED SURVEY MAP**

**VOLUME: 35**  
**PAGE: 7733**  
**REC FEE: 30.00**  
**PAGES: 2**



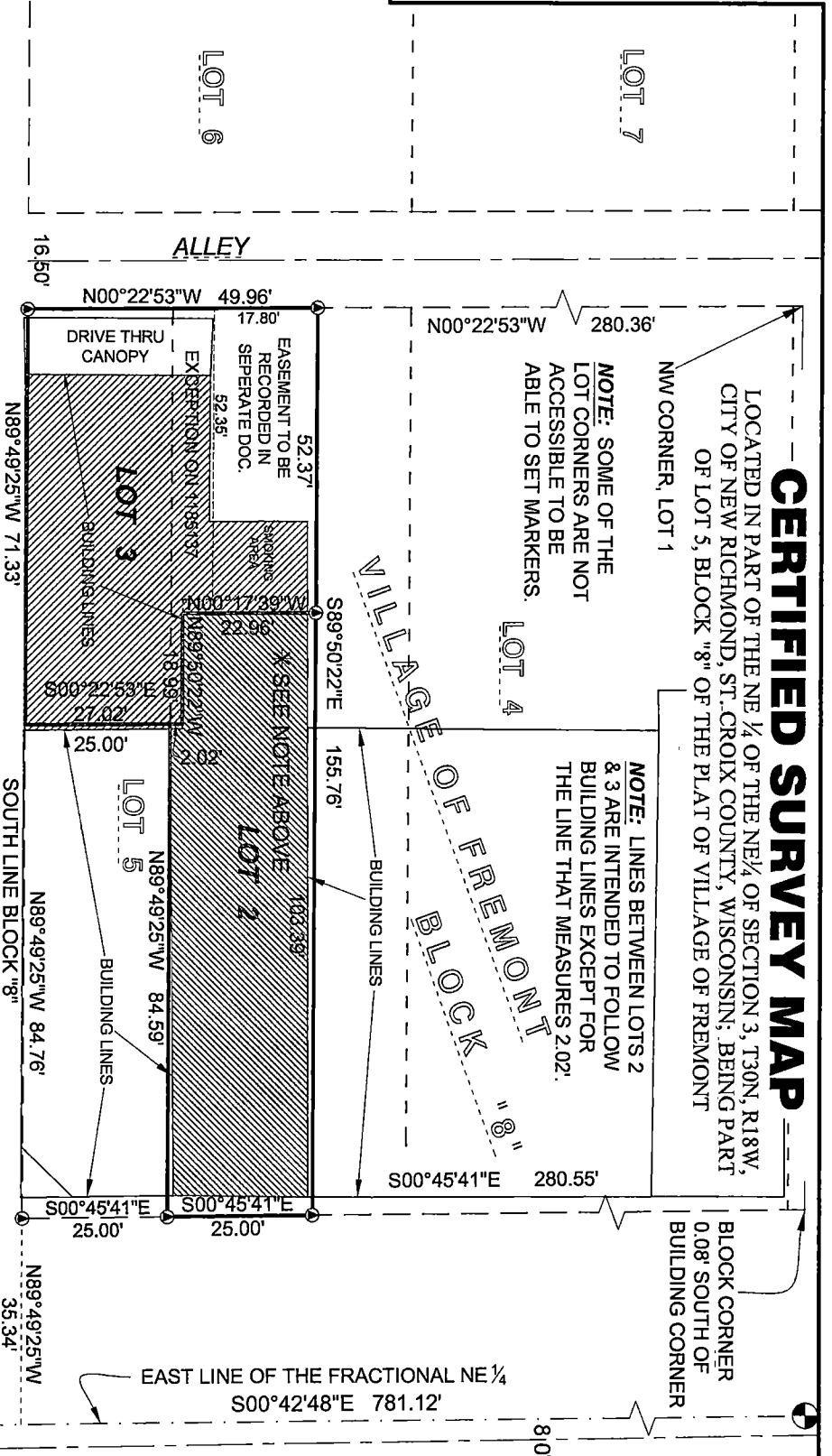
BEARINGS REFERENCED TO THE EAST LINE OF THE FRACTIONAL NE 1/4 OF SECTION 3. LINE BEARS S00°42'48"E, ST. CROIX COUNTY COORDINATE SYSTEM.

**CERTIFIED SURVEY MAP**

LOCATED IN PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 3, T30N, R18W, CITY OF NEW RICHMOND, ST. CROIX COUNTY, WISCONSIN; BEING PART OF LOT 5, BLOCK "8" OF THE PLAT OF VILLAGE OF FREMONT NW CORNER, LOT 1

NOTE: SOME OF THE LOT CORNERS ARE NOT ACCESSIBLE TO BE ABLE TO SET MARKERS.

NOTE: LINES BETWEEN LOTS 2 & 3 ARE INTENDED TO FOLLOW BUILDING LINES EXCEPT FOR THE LINE THAT MEASURES 2.02'.



**NOTE:** No new lots are being created with this Certified Survey Map. The purpose of this map is to rearrange the existing boundaries of lands owned by the William And Mari E. Driscoll Living Trust located in Lot 5, Block "8" of the plat of Village of Fremont. No deeds are required to accomplish what is intended because all of the property is owned by one owner.

**THIRD STREET**

**LOT AREAS**  
 LOT 2 - 2,547 SQ. FT. (0.058 ACRES)  
 LOT 3 - 3,128 SQ. FT. (0.072 ACRES)

SECTION CORNERS SHOWN HEREON HAVE BEEN FOUND AND VERIFIED WITH TIES OF RECORD AND PUBLISHED ST. CROIX COUNTY COORDINATES. FIELD WORK COMPLETED JUNE 02, 2026.

LOT 1, C.S.M. VOL. 32, PG. 7100, DOC. NO. 1151160

**KNOWLES AVENUE**



SCALE IN FEET  
 0 15 30  
 1" = 30'  
 E 1/4 CORNER, SECTION 3 (NO MONUMENT AT POSITION. POSITION IS FROM TIES OF RECORD)



<b>SURVEYOR:</b> JOSEPH GRANBERG 1428 134TH AVENUE NEW RICHMOND, WI 54017	<b>PREPARED FOR:</b> WILLIAM AND MARI E. DRISCOLL LIVING TRUST C/O DEVON DRISCOLL 123 W. 3RD STREET NEW RICHMOND, WI 54017	<b>DRAFTED BY:</b> JWG <b>JOB NO.:</b> 100-1150 <b>DATE:</b> 06/01/2026	<b>SHEET</b> 1 OF 2
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# CERTIFIED SURVEY MAP

LOCATED IN PART OF THE NE ¼ OF THE NE ¼ OF SECTION 3, T30N, R18W,  
CITY OF NEW RICHMOND, ST. CROIX COUNTY, WISCONSIN; BEING PART  
OF LOT 5, BLOCK "8" OF THE PLAT OF VILLAGE OF FREMONT


**DESCRIPTION:**

A parcel of land located in the NE ¼ of the NE ¼ of Section 3, T30N, R18W, City of New Richmond, St. Croix County, Wisconsin; being part of Lot 5, Block "8" of the plat of the Village of Fremont, further described as follows:

Commencing at the northeast corner of said Section 3; thence S00°42'48"E 781.12' along the east line of the fractional NE ¼ of said Section 3; thence N89°49'25"W 35.34' to the southeast corner of said Lot 5, Block "8" of the plat of the Village of Fremont; thence continuing N89°49'25"W 84.76' along the south line of said Block "8" to the point of beginning of the parcel described herein; thence continuing N89°49'25"W 71.33' along said south line to the southwest corner of said Lot 5, Block "8"; thence N00°22'53"W 49.96' along the west line of said Lot 5; thence S89°50'22"E 155.76' to the east line of said Lot 5; thence S00°45'41"E 25.00' along said east line; thence N89°49'25"W 84.59'; thence S00°22'53"E 27.02' to the point of beginning. This description contains 5.676 square feet (0.130 acres) more or less and being subject to any easements, restrictions or covenants of record.

**SURVEYOR'S CERTIFICATE**

I, Joseph W. Granberg, Professional Land Surveyor, hereby certify that by the direction of Devon Driscoll, representative for the William And Mari E. Driscoll Living Trust, I have surveyed and divided the lands shown hereon in accordance with official records, Chapter 236.34 of the Wisconsin Statutes, the City of New Richmond Subdivision Ordinance and that this map is a true and correct representation to scale of that survey.

  
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 JOSEPH GRANBERG  
 G&S LAND SOLUTIONS, LLC.  
 1428 134TH AVENUE  
 NEW RICHMOND, WI 54017  
 715-246-7529

*June 23, 2026*  
 \_\_\_\_\_  
 DATE



**NOTE:** City of New Richmond approvals are not required for this Certified Survey Map. This is a rearrangement of two existing parcels and both parcels are owned by the William And Mari E. Driscoll Living Trust.

**NOTE:** The buildings shown on this map do not follow the boundary lines precisely. Common wall agreements may be required by title companies.



**SURVEYOR:**

JOSEPH GRANBERG  
 1428 134TH AVENUE  
 NEW RICHMOND, WI 54017

**PREPARED FOR:**

WILLIAM AND MARI E. DRISCOLL  
 LIVING TRUST C/O DEVON DRISCOLL  
 123 W. 3RD STREET  
 NEW RICHMOND, WI 54017

DRAFTED BY: JWG  
 JOB NO. 100-1150 SHEET  
 DATE: 06/01/2026 2 OF 2