

Know all Men by these Presents,

That SHEBOYGAN MEMORIAL HOSPITAL, INC.

for and in consideration of the grant of approval (Res. No. 13-66-67) by the Common Council of the City of Sheboygan, a municipal corporation of the State of Wisconsin, for construction of a rolling curb and/or driveway connecting with the public thoroughfare system of said city under the provisions of Section 7.05 of the Municipal Code of said City of Sheboygan, said Section 7.05 being incorporated herein by reference and intending to adopt its terms and provisions to all effects and purposes as though set out in full herein, the undersigned as owner of the following described real estate, lying and being in the County of Sheboygan, State of Wisconsin; and known and described as follows, to-wit:

to break out the curbing and to construct one (1) exit to the Parking Lot on the east side of North 7th St. beginning 412 ft. south of North Ave. and exxtending south for a maximum curb opening of twenty-four (24) feet in maximum width at the curb opening, according the sketch attached to the above numbered Resolution.

does covenant and agree for himself, his heirs, successors, administrators and assigns, that when the use for such driveway and/or rolling curb shall no longer exist, the adjacent sidewalks and curbs and streets shall be restored to their condition existing prior to the construction allowed under the resolution above specified. The cost of the construction permitted and the restoration covenanted herein shall be borne by the promisor herein, his heirs, successors and assigns; and the promisor herein, for himself, his successors, administrators and assigns, covenants and agrees to indemnify and save the City of Sheboygan harmless from any and all claims arising out of and caused by the work of construction and restoration provided herein and done and performed adjacent to the above described premises.

In the event that the said Common Council or the Board of Public Works of said city shall cause written notice to be served on the owner of the premises above described to restore such driveway and/or curb and/or street to their original condition, such notice shall be deemed conclusive, binding evidence that the use for such driveway or rolling curb no longer exists, and failure to cause the restoration covenanted herein to be done within twenty days after service of such notice shall create the right in the City of Sheboygan to cause the work to be done by the proper municipal agency, or by letting the work out on contract, and the costs thereof may be charged to the premises herein described.

This agreement shall be considered a uni-lateral one, running to and in favor of said City of Sheboygan; it is agreed that this instrument shall be recorded in the Register of Deeds office for Sheboygan County, Wisconsin, and the fees therefor paid by the undersigned.

The covenants contained herein shall attach to and run with the land above described and shall bind the party hereto, his heirs, executors, administrators and assigns.

Where so applicable, the singular form of words used herein shall be construed in the plural and/or in the feminine and/or masculine genders, and/or as applicable to firms, partnerships and corporations.

IN WITNESS WHEREOF, we have hereunto set our hand<sup>s</sup> and seal<sup>s</sup> this 26th day of May, A. D. 19 66

In the Presence of:

Angeline H. Becker
Angeline H. Becker
John D. Ruppel
John D. Ruppel

Geo. A. Guehna (SEAL)
Geo. A. Guehna, Vice-President
Oscar H. Bahr (SEAL)
Oscar H. Bahr, Secy.-Treas.

STATE OF WISCONSIN }  
SHEBOYGAN COUNTY } ss.

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_, the above named

to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, SHEBOYGAN COUNTY, WIS.

MY COMMISSION EXPIRES: \_\_\_\_\_

Approved as to form and execution

this 1st day of June 1966

Clarence H. M... M.A.  
CITY ATTORNEY.

STATE OF WISCONSIN }  
SHEBOYGAN COUNTY } ss.

Personally came before me, this 26 day of May, 1966, Geo. A. Guehna, Vice-

Treas.

President, and Oscar H. Bahr Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers of said Corporation, by its authority.



John D. Ruppel  
NOTARY PUBLIC, SHEBOYGAN COUNTY, WIS.

John D. Ruppel

MY COMMISSION EXPIRES: August 10, 1969

1965 JUN 1 PM 1 47

No. 881701

SHEB. MEMORIAL HOSPITAL

by

City of Sheboygan

REGISTER'S OFFICE

STATE OF WISCONSIN,  
SHEBOYGAN COUNTY.

Received for Record this 1st day of

June A. D., 1966

at 1971 o'clock P.M., and recorded in

Vol. 482 Records

On page 527/28

Ray W. Williams  
Register of Deeds.

Deputy.

After registration please return to Dept. of Public Works, City Hall

41 150



STATE OF WISCONSIN }  
SHEBOYGAN COUNTY } ss.

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, the above named

to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, SHEBOYGAN COUNTY, WIS.

MY COMMISSION EXPIRES: \_\_\_\_\_

Approved as to form and execution

this 22nd day of April 19 71

Clarence K. Meitz  
CITY ATTORNEY.

STATE OF WISCONSIN }  
SHEBOYGAN COUNTY } ss.

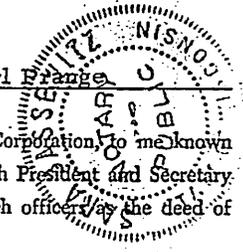
Personally came before me, this 8th day of April, 19 71, H. Carl Prange

President, and Oscar H. Bahr Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers of said Corporation, by its authority.

Dora Busenitz

NOTARY PUBLIC, SHEBOYGAN COUNTY, WIS.

MY COMMISSION EXPIRES: Oct. 21, 1973



1971 APR 23 PM 1 19

No. 933885

SHEBOYGAN MEMORIAL HOSPITAL, INC.

by

City of Sheboygan, Wisc.

REGISTER'S OFFICE

STATE OF WISCONSIN,  
SHEBOYGAN COUNTY.

Received for Record this 23rd day of

April A. D. 19 71

at 1:19 o'clock P.M., and recorded in

Vol. 630 of records

On page 4367

Harvey J. Beck  
Register of Deeds.

Deputy.

Return to:  
Dept. of Public Works  
City Hall

Pl. 3.00

1975 NOV 7 AM 10 31  
Driveway Restoration Agreement

Doc. No. 989255

Know all Men by these Presents,

SHEBOYGAN MEMORIAL HOSPITAL, INC.

That \_\_\_\_\_

for and in consideration of the grant of approval by the City of Sheboygan Plan Commission of the City of Sheboygan, a municipal corporation of the State of Wisconsin, for construction of a rolling curb and/or driveway connecting with the public thoroughfare system of said city under the provisions of Section 7.09 of the Municipal Code of said City of Sheboygan, said Section 7.09 being incorporated herein by reference and intending to adopt its terms and provisions to all effects and purposes as though set out in full herein, the undersigned as owner of the following described real estate, lying and being in the County of Sheboygan, State of Wisconsin, and known and described as follows, to-wit:

to break out the present curbing and to construct the following driveway openings:

One driveway opening in the East curb of North 7th St. with a maximum width at the curb opening of twenty (20) feet, beginning at a point approximately six hundred ninety (690.0) feet South of the South right-of-way line of North Avenue.

One (1) driveway opening in the West line of North 6th St. with a maximum width of twenty (20) feet at the curb line, beginning at a point approximately six hundred thirty (630.0) feet South of ; the South right-of-way line of North Avenue.

#007700 - Gottsacker & Burkhardt Subd., Block 1, and also com at the SW cor sd Blk, th S 82.5' along the E/L E/L of North 7th St., th E 198' to the NE corner of Herr & Hammes Subd., th S 226.4', th E 191.5' to the Property Description: W/L of North 6th St., th N 308.9' along ad St to the SE cor of Gottsacker & Burkhardt Subd. Blk #1, --etc.

Plan Commission Application No. 106

555 7 73870 H00003.00 JR

does covenant and agree for himself, his heirs, successors, administrators and assigns, that when the use for such driveway and/or rolling curb shall no longer exist, the adjacent sidewalks and curbs and streets shall be restored to their condition existing prior to the construction allowed under the resolution above specified. The cost of the construction permitted and the restoration covenanted herein shall be borne by the promisor herein, his heirs, successors and assigns; and the promisor herein, for himself, his successors, administrators and assigns, covenants and agrees to indemnify and save the City of Sheboygan harmless from any and all claims arising out of and caused by the work of construction and restoration provided herein and done and performed adjacent to the above described premises.

In the event that the said Common Council or the Board of Public Works of said city shall cause written notice to be served on the owner of the premises above described to restore such driveway and/or curb and/or street to their original condition, such notice shall be deemed conclusive, binding evidence that the use for such driveway or rolling curb no longer exists, and failure to cause the restoration covenanted herein to be done within twenty days after service of such notice shall create the right in the City of Sheboygan to cause the work to be done by the proper municipal agency, or by letting the work out on contract, and the costs thereof may be charged to the premises herein described.

This agreement shall be considered a uni-lateral one, running to and in favor of said City of Sheboygan; it is agreed that this instrument shall be recorded in the Register of Deeds office for Sheboygan County, Wisconsin, and the fees therefor paid by the undersigned.

The covenants contained herein shall attach to and run with the land above described and shall bind the party hereto, his heirs, executors, administrators and assigns.

Where so applicable, the singular form of words used herein shall be construed in the plural and/or in the feminine and/or masculine genders, and/or as applicable to firms, partnerships and corporations.

IN WITNESS WHEREOF, we have herunto set our hands and seals this 24th day of October 75, A. D. 19

In the Presence of:

*Peter Hamel*  
Peter Hamel  
*Doloris H. Schrammeyer*  
Doloris H. Schrammeyer

*Carl Prange* (SEAL)  
H. Carl Prange, President  
*Oscar H. Bahr* (SEAL)  
Oscar H. Bahr, Secretary

STATE OF WISCONSIN }  
SHEBOYGAN COUNTY } ss.

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_, the above named

to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, SHEBOYGAN COUNTY, WIS.

MY COMMISSION EXPIRES: \_\_\_\_\_

Approved as to form and execution

this 5<sup>th</sup> day of November 1975

Clarence H. Metz  
CITY ATTORNEY.

STATE OF WISCONSIN }  
SHEBOYGAN COUNTY } ss.

Personally came before me, this 24th day of October, 1975, H. Carl Prange

President, and Oscar H. Bahn Secretary of the above named Corporation; to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

Dorlis H. Schrameyer  
NOTARY PUBLIC, SHEBOYGAN COUNTY, WIS.  
MY COMMISSION EXPIRES: October 24, 1977



No. \_\_\_\_\_

SHEBOYGAN MEMORIAL HOSPITAL

by

City of Sheboygan, Wisc.

REGISTER'S OFFICE

STATE OF WISCONSIN,  
SHEBOYGAN COUNTY.

Received for record this 7<sup>th</sup> day of

November A. D., 1975

at 10:30 o'clock M. and recorded in

Vol. 761 of Records

On page 432/3

Dorlis H. Schrameyer  
Register of Deeds

Deputy.

Return to:  
Dept. of Public Works,  
City Hall.

Known all Men by these Presents,

That Sheboygan Memorial Medical Center, 2629 N. 7th Street, Sheboygan

for and in consideration of the grant of approval by the City of Sheboygan Plan Commission of the City of Sheboygan, a municipal corporation of the State of Wisconsin, for construction of a rolling curb and/or driveway connecting with the public thoroughfare system of said city under the provisions of Section 36.79 of the Municipal Code of said City of Sheboygan, said Section 36.79 being incorporated herein by reference and intending to adopt its terms and provisions to all effects and purposes as though set out in full herein, the undersigned as owner of the following described real estate, lying and being in the County of Sheboygan, State of Wisconsin, and known and described as follows, to wit:

to break out the present curbing and widen the entrance/exit of parking lot, located on N. 6th Street at the south end of the parking lot. Request widening to 26' on the south side of the entrance.

Plan Commission Application No. 339

Property Description: Gottsacker & Burkart's Blvd. Subd. All of block 1, also com at SW corner of block 1, th S 82.5' along e line of N. 7th St., th E 198' to NE corner of Herr & Hammes Subd, th S 226.4', the E 191.5' to W line of N. 6th St., TH N 308.9' along SD St. to SE corner of Gottsacker & Burkart's Blvd. Subd. block 1, TH W 388' to beg. being prt of lots 17 & 18 of Bates Addition, also lots 12, 13, 14, 15, 16 & E 58' of lots 10 & 11 of Herr & Hammes Subd, & all of vacated N-S alley adjacent SD lots; also lots 1, 2, 3, 4 & the N 1/2 of lot 7, the E 45.5' of lot 30, all of lot 31 & 32 except W 124' of lot 32 Block 1, all of assessment subd #14.

Property Description:

Plan Commission Application No.

does covenant and agree for himself, his heirs, successors, administrators and assigns, that upon issuance of permit pursuant to the agreement that he will construct the driveway in accordance with the specifications on file in the office of the Dept. of Public Works and does further agree that he will construct said driveway in 180 days in compliance with the agreement; and that when the use for such driveway and/or rolling curb shall no longer exist, the adjacent sidewalks and curbs and streets shall be restored to their condition existing prior to the construction allowed under the resolution above specified. The cost of the construction permitted and restoration covenanted herein shall be borne by the promisor herein, his heirs, successors and assigns; and the promisor herein, for himself, his successors, administrators and assigns, covenants and agrees to indemnify and save the City of Sheboygan harmless from any and all claims arising out of and caused by the work of construction and restoration provided herein and done and performed adjacent to the above described premises.

In the event that the said Common Council or the Board of Public Works of said city shall cause written notice to be served on the owner of the premises above described to restore such driveway and/or curb and/or street to their original condition, such notice shall be deemed conclusive, binding evidence that the use for such driveway or rolling curb no longer exists, and failure to cause the restoration covenanted herein to be done within twenty days after service of such notice shall create the right in the City of Sheboygan to cause the work to be done by the proper municipal agency, or by letting the work out on contract, and the costs thereof may be charged to the premises herein described.

This agreement shall be recorded in the Register of Deeds office for Sheboygan County, Wisconsin, and the fees therefor paid by the undersigned.

The covenants contained herein shall attach to and run with the land above described and shall bind the party hereto, his heirs, executors, administrators and assigns.

Where so applicable, the singular form of words used herein shall be construed in the plural and/or in the feminine and/or masculine genders, and/or as applicable to firms, partnerships and corporations.

IN WITNESS WHEREOF, \_\_\_\_\_ have hereunto set \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_ this 20th \_\_\_\_\_ day of \_\_\_\_\_ July \_\_\_\_\_, A. D., 1989 \_\_\_\_\_.

In the Presence of:

Wayne F. Kolzow, Vice President  
Janne R. Laabs

Patrick J. Trotter, President (SEAL)

Ret. Dept of Public Works, City of Sheb. (SEAL)

Personally came before me, this 20th day of July, A.D., 1989, the above named Patrick J. Trotter, President

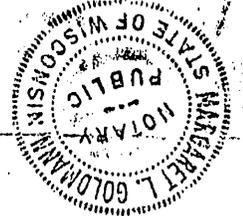
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Margaret L. Goldmann
NOTARY PUBLIC, SHEBOYGAN COUNTY, WISCONSIN
Margaret L. Goldmann

MY COMMISSION EXPIRES: August 4, 1991

Approved as to form and execution

this day of 19



CITY ATTORNEY.

STATE OF WISCONSIN } ss.
SHEBOYGAN COUNTY

Personally came before me, this day of 19

President, and Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

NOTARY PUBLIC, SHEBOYGAN COUNTY, WISCONSIN

MY COMMISSION EXPIRES:

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WI
Received for Record the 25th
day of July, A.D. 1989
at 11:37 o'clock A.M., and
Recorded in Vol. 1115
of Records on page 789/90

Darlene J. Nevins
Registrar

JUL 25 11:39

25 930 EN0006.00 JR

No.
by
City of Sheboygan, Wisconsin

REGISTRAR'S OFFICE

STATE OF WISCONSIN,
SHEBOYGAN COUNTY.

Received for Record this day of
A.D., 19
at o'clock M., and recorded in
Vol. of Records
On page
Registrar of Deeds.
Deputy.

Return to:
Dept. of Public Works
City Hall

**Know all Men by these Presents.**

That Memorial Medical Center, 2629 N. 7th St., Sheboygan, WI 53081

for and in consideration of the grant of approval by the City of Sheboygan Plan Commission of the City of Sheboygan, a municipal corporation of the State of Wisconsin, for construction of a rolling curb and/or driveway connecting with the public thoroughfare system of said city under the provisions of Section 36.79 of the Municipal Code of said City of Sheboygan, said Section 36.79 being incorporated herein by reference and intending to adopt its terms and provisions to all effects and purposes as though set out in full herein, the undersigned as owner of the following described real estate, lying and being in the County of Sheboygan, State of Wisconsin, and known and described as follows, to-wit:

to break out the present curbing and widen existing ambulance driveway 10' to the south on N. 6th Street.

Property description: Gottsacker & Burkart's Blvd. Subd. all of blk 1, also comm at SW corner of Blk 1, then S 82.5' along E line of N. 7th St., then E 198' to NE corner of Herr & Hammes Subd. then S 226.4', then E 191.5' to W line of N. 6th St. then N 308.9' along SD street to SE corner of Gottsacker & Burkart's Blvd. Subd. Blk 1, then W 388' to beg being part of Lot 17 & 18 of Bates Addition also Lots 12, 13, 14, 15, 16 & E 58' of Lots 10 & 11 of Herr & Hammes Subd. and all of vacated NS alley adjacent to sd blks, also Lots 1, 2, 3, 4, 5 & N 1/2 of Lot 7. All of Lots 30, 31 & 32 of Lot 32, Blk 1. All of assessment subd. No. 14 (Sheboygan Memorial Hospital).

Property Description:

Plan Commission Application No. 275

does covenant and agree for himself, his heirs, successors, administrators and assigns, that upon issuance of permit pursuant to the agreement that he will construct the driveway in accordance with the specifications on file in the office of the Dept. of Public Works and does further agree that he will construct said driveway in 180 days in compliance with the agreement; and that when the use for such driveway and/or rolling curb shall no longer exist, the adjacent sidewalks and curbs and streets shall be restored to their condition existing prior to the construction allowed under the resolution above specified. The cost of the construction permitted and restoration covenanted herein shall be borne by the promisor herein, his heirs, successors and assigns; and the promisor herein, for himself, his successors, administrators and assigns, covenants and agrees to indemnify and save the City of Sheboygan harmless from any and all claims arising out of and caused by the work of construction and restoration provided herein and done and performed adjacent to the above described premises.

In the event that the said Common Council or the Board of Public Works of said city shall cause written notice to be served on the owner of the premises above described to restore such driveway and/or curb and/or street to their original condition, such notice shall be deemed conclusive, binding evidence that the use for such driveway or rolling curb no longer exists, and failure to cause the restoration covenanted herein to be done within twenty days after service of such notice shall create the right in the City of Sheboygan to cause the work to be done by the proper municipal agency, or by letting the work out on contract, and the costs thereof may be charged to the premises herein described.

This agreement shall be recorded in the Register of Deeds office for Sheboygan County, Wisconsin, and the fees therefor paid by the undersigned.

The covenants contained herein shall attach to and run with the land above described and shall bind the party hereto, his heirs, executors, administrators and assigns.

Where so applicable, the singular form of words used herein shall be construed in the plural and/or in the feminine and/or masculine genders, and/or as applicable to firms, partnerships and corporations.

IN WITNESS WHEREOF, \_\_\_\_\_ have hereunto set \_\_\_\_\_ hand \_\_\_\_\_ and seal this 30th day of November, A. D., 19 92.

In the Presence of:

*Cynthia A. Hoff*  
*Heather J. Starn*

  
Patrick J. Trotter, President (SEAL)

\_\_\_\_\_  
(SEAL)

STATE OF WISCONSIN }  
SHEBOYGAN COUNTY } ss.

VO: 1250 PAGE 193

Personally came before me, this 30th day of November, A. D., 1992, the above named  
Patrick J. Trotter, President Sheboygan Memorial Medical Center

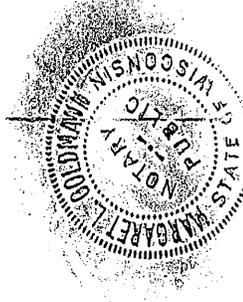
to me known to be the person who executed the foregoing instrument and acknowledged the same.

*Margaret L. Goldmann*  
NOTARY PUBLIC, SHEBOYGAN COUNTY, WISCONSIN  
Margaret L. Goldmann  
MY COMMISSION EXPIRES: July 30, 1995

Approved as to form and execution

this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,

CITY ATTORNEY.



STATE OF WISCONSIN }  
SHEBOYGAN COUNTY } ss.

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,

President, and \_\_\_\_\_ Secretary of the above named Corporation, to me known  
to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of  
said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said  
Corporation, by its authority.

NOTARY PUBLIC, SHEBOYGAN COUNTY, WISCONSIN

MY COMMISSION EXPIRES: \_\_\_\_\_

DEC -4 P12:05

REGISTER'S OFFICE  
SHEBOYGAN COUNTY, WI  
Received for Record the 4th  
day of Dec A.D. 1992  
at 12:05 o'clock P.M., and  
Recorded in Vol. 1250  
of Books on page 192/3

*Dorlene J. Davis*  
Register

001E#4661 0004 JR \$6.00  
001E#4661 0004 LRIB \$2.00  
001E#4661 0004 CD LRM \$4.00

No. \_\_\_\_\_  
\_\_\_\_\_  
by \_\_\_\_\_  
City of Sheboygan, Wisconsin

REGISTER'S OFFICE

STATE OF WISCONSIN,  
SHEBOYGAN COUNTY.

Received for Record this \_\_\_\_\_ day of  
\_\_\_\_\_ A.D., 19\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in  
Vol. \_\_\_\_\_ of Records

On page \_\_\_\_\_  
Register of Deeds.  
Deputy.

Return to:  
Dept. of Public Works  
City Hall