

**LAND USE RESTRICTION
AGREEMENT**

Document Number

Drafted by: Attorney Joshua J. Kindkeppel of Pines Bach LLP

Recording Area

Name and Return Address

Pines Bach LLP
122 W. Washington Avenue, Suite 900
Madison, WI 53703
Attn: Joshua J. Kindkeppel

59135641351; 59135641360;
59135641330; 59135641340

Parcel Identification Numbers (PIN)

LAND USE RESTRICTION AGREEMENT

This Land Use Restriction Agreement (the "Agreement") is entered into, effective as of _____, 2024, by Wagon Wheel Investment Properties LLC, a Wisconsin limited liability company and Klemme's Wagon Wheel, Inc., a Wisconsin business corporation (collectively referred to herein as "Owner") and Himmat S. Dhillon, an adult resident of Wisconsin or assigns ("Beneficiary") each or either referred to herein as "Party" and both collectively referred to herein as the "Parties."

WHEREAS, Owner owns the commercial real estate located 120 S. Wisconsin Drive, Howards Grove, Sheboygan County, Wisconsin and said real estate is legally described on Exhibit A attached hereto and incorporated herein by reference (the "Property");

WHEREAS, Beneficiary is purchasing or has purchased commercial real estate located in Howards Grove, Sheboygan County, Wisconsin for the purpose of operating a gas station, convenience store, car wash, vape shop, and related business activities ("Business Activities");

WHEREAS, for valuable consideration in the amount of \$25,000.00, Owner agrees to certain restrictions and limitations with respect to the use and occupancy of the Property (the "Restrictions");

WHEREAS, Owner has agreed to record this Land Use Restriction Agreement, a covenant running with the Property, for the purpose of restricting the use and occupancy of the Property as set forth herein.

NOW, THEREFORE the Parties Acknowledge and Agree as follows:

1. **Recitals**. The Recitals set forth above are hereby incorporated by reference and made part of this Agreement.
2. **Use Restrictions**: Owner hereby acknowledges and agrees that at no point shall the Property be used for any of the following prohibited uses: (a) gas station; (b) convenience store; (c) car wash; (d) a retail outlet specializing in the selling of vaping products.
3. **Covenants Run with the Land; Successors Bound**. This Agreement shall be recorded in the real property records of the county where the Property is located. This Agreement shall run with the land and bind the Owner and its successors and assigns.
4. **Payment of Costs and Expenses**. Owner hereby agrees that if Beneficiary commences any proceeding to enforce this Agreement then Owner shall pay to Beneficiary all reasonable costs and expenses (including attorneys' fees and costs) paid or incurred by Beneficiary in connection therewith.
5. **Amendment**. This Agreement may be amended only in writing as mutually agreed by the Owner and Beneficiary.

6. **Governing Law.** The Agreement shall be governed by the laws of the state of Wisconsin.
7. **Severability.** The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof.
8. **Multiple Counterparts.** This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have caused this Land Use Restriction Agreement to be executed as of the date first set forth above.

WAGON WHEEL INVESTMENT PROPERTIES LLC,

By: *Roger Klemme*
 Roger Klemme, Member

By: *Katherine J. Roehl*
 Katherine J. Roehl, Member

KLEMMER'S WAGON WHEEL, INC.

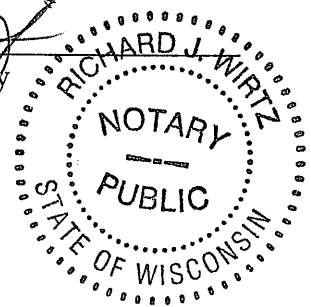
By: *Roger Klemme*
 Roger Klemme, _____

By: *Katherine J. Roehl*
 Katherine J. Roehl, _____

STATE OF WISCONSIN)
) ss
 COUNTY OF SHEBOYGAN)

Personally came before me this 27th day of March, 2024, the above-named Roger Klemme and Katherine J. Roehl to me known to be the persons who executed the above and foregoing instrument and acknowledged the same.

Richard J. Wirtz
 Notary Public, Sheboygan County



My Commission expires: permanent

IN WITNESS WHEREOF, the parties have caused this Land Use Restriction Agreement to be executed as of the date first set forth above.

Himmat S. Dhillon

STATE OF WISCONSIN)
) ss
COUNTY OF SHEBOYGAN)

Personally came before me this ___ day of _____, 2024, the above-named Himmat S. Dhillon to me known to be the person who executed the above and foregoing instrument and acknowledged the same.

Notary Public, _____ County

My Commission expires: _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTIONS

Parcel 1:

Part of Lot 1, Block 2 in Assessment Subdivision of Howards Grove described as follows: Commencing at a point in the center of STH "32" which point is S.51°58'W. 33 feet from the NW corner of said road, running thence S.38°02'E. along the center of said highway 89.66 feet to the point of beginning, thence Northeasterly and East on the south line of Town Road 469.18 feet, thence South 248 feet, thence Southeasterly to a point in the center of STH "32" said point being S.38°02'E. 364.23 feet from the point of beginning, thence N.38°02'W. 364.23 feet to beginning, excepting Southwesterly 33 feet for STH "32" in Section 23, T16N, R22E, in Assessment Subdivision of Howards Grove.

Also, Lot 9, Block 4, Assessment Subdivision of Howards Grove, except the most northerly 40 feet of said lot, being in Sections 25 and 26, T16N, R22E.

Tax Key Number 59135641351

Parcel 2:

Part of Lot 9, Block 4, Assessment Subdivision of Howards Grove described as follows: Commencing at the Northeast corner of Lot 9, Block 4, Assessment Subdivision of Howards Grove, thence West 197.45 feet to the East line of Lot 7, Block 4, thence South along said East line 40.00 feet, thence East 197.05 feet to a point in the East line of Lot 9, Block 4, said point being 40.00 feet South of the Northeast corner of Lot 9, Block 4, thence North 40.00 feet along said East line to the point of beginning.

Tax Parcel Number 59135641360

Parcel 3:

Part of Lot 7, Block 4 of Assessment Subdivision of Howards Grove, said plat being located in Sections 23, 24, 25, and 26, T16N, R22E, described as follows: Commencing at the Northeast corner of said Lot 7, Block 4, thence South 62.2 feet to the South line of Lot 7, thence West along the South line of Lot 7, 72 feet, thence North to the North line of Lot 7, thence East along the North line of Lot 7 which line is also the South line of County Trunk Highway (a), 72 feet to the point of beginning.

Tax Parcel Number 59135641330

Parcel 4:

Lot Number Eight (8), Block Number Four (4) of Assessment Subdivision of Howards Grove, in the Town of Herman, Sheboygan County, Wisconsin, EXCEPT as follows: Commencing at the Northwest corner of said Lot 8, said point being the point of beginning; thence S. 00°05'00" E. 3.64 feet; thence N. 89°39'48" E. 106.51 feet; thence N. 01°01'29" E. 3.61 feet; thence S. 89°40'46" W. 106.58 feet (recorded as 105.4 feet) to the point of beginning.

Tax Parcel Number 59135641340