

State of Wisconsin }
County of Trempealeau } ss. Personally came before me on this 14th day of May
A.D. 1889, the above named Frank Slaby to me known
to be one of the persons who executed the foregoing in-
strument and acknowledged the same
Recorded May 10/89 at 12 M
Simon Olson Register

J Richardson of
Notary Public

Deed of
Road

Theodore Kampha }
Do } Know all men by these presents, that I Theodore Kampha of
Frank Slaby et al } the town of Arcadia, Wisconsin party of the first part, in con-
sideration of the sum of Ten (\$10.00) Dollars to me duly paid
and of the other covenants and agreements hereinafter men-
tioned, do hereby sell, remise, release and convey, unto John Schmeier and
Frank Slaby, their friends and the public who may wish to use the same as
a road under the conditions and restrictions hereinafter mentioned as
the parties of the second part, and to their heirs and assigns and legal suc-
cessors forever for public road, or highway purposes only, the right and privilege
to cross over and through the North West quarter (14) of the South West quarter
(14) of Section Seven (7) in Township twenty one (21) North of Range Nine (9)
West on the following line of survey as the centre of such road or right of
way, to wit: Survey of road on the South West quarter (14) of South West quarter
(14) of Section 7 - town 21 - range 9, commencing at a white oak tree on
that line of West half (1/2) of South West quarter (14) of Section Seven (7) Township
twenty one (21) North of Range nine (9) West, thence North 88 degrees East
7 and 1/2 feet chains, thence North 6 and 1/2 degrees East 40 feet chains
thence South 83 degrees East 12 chains said road to connect with a road across
Frank Slaby's land, that is over the Northeast quarter of the Southwest
quarter of Section Seven (7) in Township twenty one (21) North of Range
Nine (9) West. Said road, passage way or right of way to be 33 feet in
width its entire length, and it is mutually further agreed and un-
derstood, and made obligatory upon said Theodore Kampha, Frank
Slaby and John Schmeier the parties hereto using said above road that
a set of suitable gates or bars shall be maintained at and upon all
forty lines, the same to be rected and thereafter maintained in repair
in equal parts and proportions, share and share alike by said Kampha
Slaby and Schmeier and that said gates or bars so to be maintained
as aforesaid, shall be kept shut by said parties and all others using
the said road, excepting at such time and times as parties shall be
passing over said line and through said gates or bars, and in case of failure
of any party to comply with said condition, he shall be liable to be held
as forfeiting all rights in said road or right of way. Repeated failure to
shut and close said gates or bars as above mentioned by any of the parties
to this contract shall annul, and void his or their rights therein.

In witness whereof, the said Theodore Kampha has hereunto set his hand
and seal this 14 day of May 1889, and the said Frank Slaby and John Schmeier
have unto subscribe, and accept the above on the terms therein mentioned.

Dated this 14th day of May 1889.

Theodore Kampha (S. & C.)