

Street Tree Preservation and  
Maintenance Easement

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RONALD A. VOIGT  
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Name and Return Address

Christopher S. Frommell  
Lakeside Development Company  
10033 N. Port Washington Rd.  
Mequon, WI 53092

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WRDA HB Rev. 1/8/2004

STREET TREE PRESERVATION AND  
MAINTENANCE EASEMENT

This Street Tree Preservation and Maintenance Easement (“Agreement”) dated this 21 day of October, 2005, is executed by Lakeside Development Co. (1986).

WHEREAS, Lakeside Development Co. (1986), a Wisconsin corporation, is the current owner of, and holder of fee simple title to real property more particularly described as follows:

The Preserve at Glen Oaks, being a redivision of Lot 2 of Certified Survey Map No. 3487 being a part of the northeast 1/4 of the northeast 1/4 of section 19, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

WHEREAS, Lakeside Development Co. (1986) (hereinafter, “Developer”), as a condition of subdividing the above described property, shall install street tree plantings in accordance with the street tree plan approved by the Mequon Planning Commission on December 6, 2004 (the “Street Tree Plan”); and

WHEREAS, the approved Street Tree Plan requires that a certain number of trees be planted outside of the public road right-of-way as specifically depicted and detailed in the Street Tree Plan; and

WHEREAS, the parties hereto desire to clarify and define their rights and obligations with respect to the location and maintenance of the street trees located outside of the public road right-of-way.

NOW, THEREFORE, in consideration of the approvals rendered by the City, including approval of the Street Tree Plan, the mutual covenants and the easements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Tree Preservation Easement. A perpetual easement over and across the front yard setback(s) of each Lot and over portions of Outlots 1 and 2 to access the street trees which are located on the respective lot or Outlot and outside the public road right-of-way for the sole purpose of planting, replanting, maintaining and preserving the street trees is hereby established. The total area, which is subject to the easement, is depicted by cross-hatching on the Final Plat Map, which is attached hereto as Exhibit A and incorporated herein.

2. Repair and Maintenance.

2.1. For three (3) years following the date of the planting of the last of such trees, Developer, its successors, and assigns, shall be responsible for the perpetual care and maintenance or removal and replacement of any street tree outside the public right of way. Upon expiration of said three (3) years, the responsibility for maintaining such trees shall be assumed by The Preserve at Glen Oaks Homeowners Association.

2.2. Developer shall create or cause to be created an entity (“The Preserve at Glen Oaks Homeowners Association”) with a perpetual existence pursuant to Chapter 181 of the Statutes of the State of Wisconsin, for the express purpose, inter alia, of assuming all responsibility for the perpetual care and maintenance or removal and replacement of any street tree outside the public right of way. Subject to §4 below, if any street tree outside the public right-of-way is diseased, infested, damaged, dead or dying, the Developer or The Preserve at Glen Oaks Homeowners Association (subject to §2.1 above) shall promptly remove such tree and replace it with a healthy tree that is sized and located in accordance with the Street Tree Plan, except that the species of replacement tree may be changed with the express approval of the City of Mequon Forester if he/she certified that the species to be replaced has an inordinate susceptibility to disease or pests.

2.3. Should the Developer, lot owner, or The Preserve at Glen Oaks Homeowner’s Association fail to properly carry out their obligations for the care and maintenance or removal and replacement of any street tree outside the public right of way in the judgment of the City Forester, then the City of Mequon may undertake to do such work, and charge the same to all of the lot owners/ members of the owners association(s) pursuant to §66.0627, Stats. including such charge as a lien and special tax on the property.

3. Right of Entry. The party responsible for maintaining street trees within the easement area shall have the right to enter the private property upon which street trees are located and that is subject to the easement to conduct reasonable and necessary maintenance. Additionally, the City of Mequon shall enjoy the right of entry in order to carry out inspections of street trees and otherwise engage in activities provided under Section 2 above, and make determinations provided in Section 4 below. The responsible party shall be required to repair and restore pre-existing landscaping located within or adjacent to the easement area.

4. Decision Making Rights. The City of Mequon Forester shall determine if a street tree located within the easement area requires replacement. The City Forester shall also approve the species and size of the replacement tree.

5. Assignment of Transfer. The rights and obligations granted, reserved, or imposed under this Agreement shall attach to and run with the land, and they shall be binding upon and inure to the benefit of the heirs, administrators, assignees, successors, or transferees of all the parties hereto.

6. Restraints. The owners of property subject to the preservation easement shall be allowed to install landscaping within the easement area in a manner that will not interfere with the health and visibility of the street trees, or prevent reasonable access for street tree maintenance.

7. Indemnification. Developer for the first three (3) years of plant maintenance responsibility agrees to indemnify and to hold the property owners subject to the easement harmless from and against any and all liability for personal injury or property damage to any person when such injury or damage shall result from, arise out of, or be attributable to Developer's use, repair, or maintenance of the street trees within the easement area.

8. Recording. This Agreement shall be prepared and executed in recordable form and shall be recorded in the Office of Register of Deeds for Ozaukee County, Wisconsin.

9. Termination. This Agreement may be terminated by mutual consent in writing of all the parties hereto.

10. Amendment. This agreement may be amended only by a written instrument executed by all parties hereto.

11. Notice. The responsible party shall give at least one (1) week notice to the owners of property subject to the easement if maintenance activities require travel across the easement and/or private property adjoining the easement, except in the case of an emergency in which no such notice shall be required. Such notice requirement shall not apply to the City of Mequon, its officers, employees and agents.

12. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.

13. Entire Agreement. When duly signed and acknowledged, this Agreement shall be effective binding upon, and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

2014 IN WITNESS WHEREOF, the undersigned have hereunto set their hands this day of October 2005.

Lakeside Development Co. (1986)

By: Thomas A. Zabjek  
Thomas A. Zabjek, President

STATE OF WISCONSIN )  
 ) SS  
OZAUKEE COUNTY )

Personally came before me this 20 day of October, 2005, the above -named person, Thomas A. Zabjek, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Marie E. Kaup  
Notary Public, Ozaukee County, Wisconsin  
My commission (expires 2-17-08) is permanent.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 21 day of October, 2005.

CITY OF MEQUON

By: Christine  
Christine Nuernberg, Mayor

By: Lee Szymborski  
Lee Szymborski, City Clerk

STATE OF WISCONSIN )  
 ) SS  
OZAUKEE COUNTY )

Personally came before me this 21 day of October, 2005, the above -named Christine Nuernberg, Mayor and Lee Szymborski, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Rebecca Allen  
Notary Public, Ozaukee County, Wisconsin  
My commission (expires 4-27-08) is permanent.



Drafted by:  
John M. Filachek  
Chernov, Stern & Krings, SC  
330 E. Kilbourn Ave., Suite 1275  
Milwaukee, WI 53202  
Phone: (414) 276-4080

# EXHIBIT A

## THE PRESERVE AT GLEN OAKS

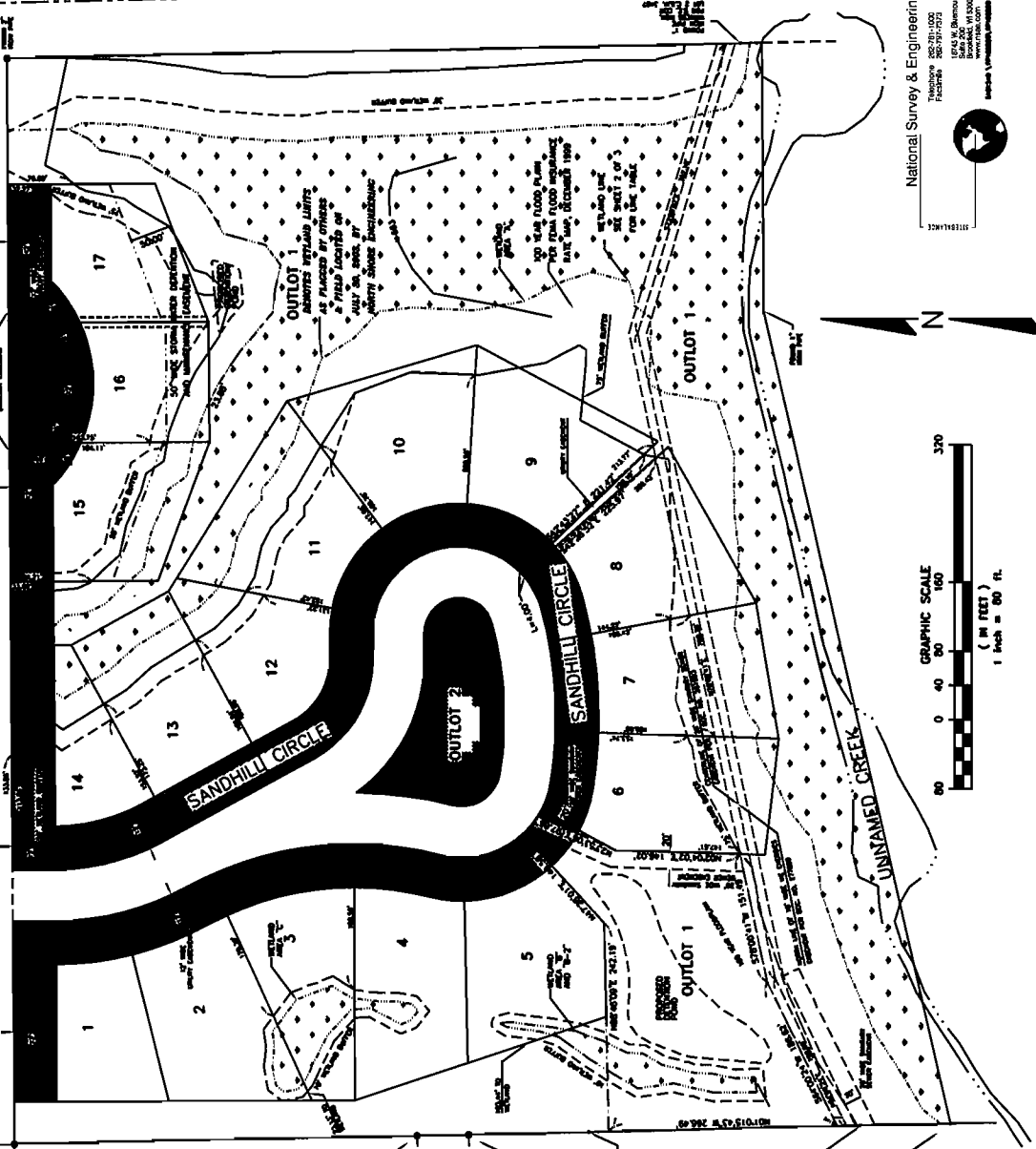
A REDVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3487 BEING A PART OF THE  
 NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 9 NORTH,  
 RANGE 22 EAST, IN THE CITY OF MECON, CLAUZEE COUNTY, WISCONSIN.

HIDDEN RIVER DRIVE

GLEN OAKS LANE

WOODSIDE LANE

N. PORT WASHINGTON ROAD (C/T W)



RESTRICTIONS:



INDICATES AREA OF NO FILLING, NO GRADING, AND NO MOWING

NO FILLING OR SIGNIFICANT GRADING IN THE 100 YEAR FLOODPLAIN  
 NO FILLING OR GRADING IN THE WETLAND BUFFER AREA

INDICATES STREET TREE PRESERVATION EASEMENT AREA

### WETLAND LINE TABLE

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	10.18	S89°28'42"E	L16	11.97	S88°24'42"E
L2	10.18	S89°28'42"E	L17	11.97	S88°24'42"E
L3	10.18	S89°28'42"E	L18	11.97	S88°24'42"E
L4	10.18	S89°28'42"E	L19	11.97	S88°24'42"E
L5	10.18	S89°28'42"E	L20	11.97	S88°24'42"E
L6	10.18	S89°28'42"E	L21	11.97	S88°24'42"E
L7	10.18	S89°28'42"E	L22	11.97	S88°24'42"E
L8	10.18	S89°28'42"E	L23	11.97	S88°24'42"E
L9	10.18	S89°28'42"E	L24	11.97	S88°24'42"E
L10	10.18	S89°28'42"E	L25	11.97	S88°24'42"E
L11	10.18	S89°28'42"E	L26	11.97	S88°24'42"E
L12	10.18	S89°28'42"E	L27	11.97	S88°24'42"E
L13	10.18	S89°28'42"E	L28	11.97	S88°24'42"E
L14	10.18	S89°28'42"E	L29	11.97	S88°24'42"E
L15	10.18	S89°28'42"E	L30	11.97	S88°24'42"E
L16	10.18	S89°28'42"E	L31	11.97	S88°24'42"E
L17	10.18	S89°28'42"E	L32	11.97	S88°24'42"E
L18	10.18	S89°28'42"E	L33	11.97	S88°24'42"E
L19	10.18	S89°28'42"E	L34	11.97	S88°24'42"E
L20	10.18	S89°28'42"E	L35	11.97	S88°24'42"E
L21	10.18	S89°28'42"E	L36	11.97	S88°24'42"E
L22	10.18	S89°28'42"E	L37	11.97	S88°24'42"E
L23	10.18	S89°28'42"E	L38	11.97	S88°24'42"E
L24	10.18	S89°28'42"E	L39	11.97	S88°24'42"E
L25	10.18	S89°28'42"E	L40	11.97	S88°24'42"E
L26	10.18	S89°28'42"E	L41	11.97	S88°24'42"E
L27	10.18	S89°28'42"E	L42	11.97	S88°24'42"E
L28	10.18	S89°28'42"E	L43	11.97	S88°24'42"E
L29	10.18	S89°28'42"E	L44	11.97	S88°24'42"E
L30	10.18	S89°28'42"E	L45	11.97	S88°24'42"E
L31	10.18	S89°28'42"E	L46	11.97	S88°24'42"E
L32	10.18	S89°28'42"E	L47	11.97	S88°24'42"E
L33	10.18	S89°28'42"E	L48	11.97	S88°24'42"E
L34	10.18	S89°28'42"E	L49	11.97	S88°24'42"E
L35	10.18	S89°28'42"E	L50	11.97	S88°24'42"E
L36	10.18	S89°28'42"E	L51	11.97	S88°24'42"E
L37	10.18	S89°28'42"E	L52	11.97	S88°24'42"E
L38	10.18	S89°28'42"E	L53	11.97	S88°24'42"E
L39	10.18	S89°28'42"E	L54	11.97	S88°24'42"E
L40	10.18	S89°28'42"E	L55	11.97	S88°24'42"E
L41	10.18	S89°28'42"E	L56	11.97	S88°24'42"E
L42	10.18	S89°28'42"E	L57	11.97	S88°24'42"E
L43	10.18	S89°28'42"E	L58	11.97	S88°24'42"E
L44	10.18	S89°28'42"E	L59	11.97	S88°24'42"E
L45	10.18	S89°28'42"E	L60	11.97	S88°24'42"E
L46	10.18	S89°28'42"E	L61	11.97	S88°24'42"E
L47	10.18	S89°28'42"E	L62	11.97	S88°24'42"E
L48	10.18	S89°28'42"E	L63	11.97	S88°24'42"E
L49	10.18	S89°28'42"E	L64	11.97	S88°24'42"E
L50	10.18	S89°28'42"E	L65	11.97	S88°24'42"E
L51	10.18	S89°28'42"E	L66	11.97	S88°24'42"E
L52	10.18	S89°28'42"E	L67	11.97	S88°24'42"E
L53	10.18	S89°28'42"E	L68	11.97	S88°24'42"E
L54	10.18	S89°28'42"E	L69	11.97	S88°24'42"E
L55	10.18	S89°28'42"E	L70	11.97	S88°24'42"E
L56	10.18	S89°28'42"E	L71	11.97	S88°24'42"E
L57	10.18	S89°28'42"E	L72	11.97	S88°24'42"E
L58	10.18	S89°28'42"E	L73	11.97	S88°24'42"E
L59	10.18	S89°28'42"E	L74	11.97	S88°24'42"E
L60	10.18	S89°28'42"E	L75	11.97	S88°24'42"E
L61	10.18	S89°28'42"E	L76	11.97	S88°24'42"E
L62	10.18	S89°28'42"E	L77	11.97	S88°24'42"E
L63	10.18	S89°28'42"E	L78	11.97	S88°24'42"E
L64	10.18	S89°28'42"E	L79	11.97	S88°24'42"E
L65	10.18	S89°28'42"E	L80	11.97	S88°24'42"E
L66	10.18	S89°28'42"E	L81	11.97	S88°24'42"E
L67	10.18	S89°28'42"E	L82	11.97	S88°24'42"E
L68	10.18	S89°28'42"E	L83	11.97	S88°24'42"E
L69	10.18	S89°28'42"E	L84	11.97	S88°24'42"E
L70	10.18	S89°28'42"E	L85	11.97	S88°24'42"E
L71	10.18	S89°28'42"E	L86	11.97	S88°24'42"E
L72	10.18	S89°28'42"E	L87	11.97	S88°24'42"E
L73	10.18	S89°28'42"E	L88	11.97	S88°24'42"E
L74	10.18	S89°28'42"E	L89	11.97	S88°24'42"E
L75	10.18	S89°28'42"E	L90	11.97	S88°24'42"E
L76	10.18	S89°28'42"E	L91	11.97	S88°24'42"E
L77	10.18	S89°28'42"E	L92	11.97	S88°24'42"E
L78	10.18	S89°28'42"E	L93	11.97	S88°24'42"E
L79	10.18	S89°28'42"E	L94	11.97	S88°24'42"E
L80	10.18	S89°28'42"E	L95	11.97	S88°24'42"E
L81	10.18	S89°28'42"E	L96	11.97	S88°24'42"E
L82	10.18	S89°28'42"E	L97	11.97	S88°24'42"E
L83	10.18	S89°28'42"E	L98	11.97	S88°24'42"E
L84	10.18	S89°28'42"E	L99	11.97	S88°24'42"E
L85	10.18	S89°28'42"E	L100	11.97	S88°24'42"E

National Survey & Engineering  
 Telephone: 920-761-1000  
 Fax: 920-761-1002  
 1500 W. Wisconsin Road  
 Suite 200, Wisconsin Dells  
 Wisconsin, USA  
 www.nse.com

GRAPHIC SCALE  
 0 40 80 160 320  
 ( IN FEET )  
 1 inch = 80 ft.

**EXHIBIT B**  
**Description of the Property**

The Preserve at Glen Oaks, being a redivision of Lot 2 of Certified Survey Map No. 3487 being a part of the northeast 1/4 of the northeast 1/4 of section 19, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.