0879518

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
TXID: 60834

RECORDED ON
03/10/2008 02:10PM

REC FEE: 15.00
TRANS FEE: 0.00
PAGES: 3
EXEMPT #: 0

Return to:
Mequon City Hall
11133 North Cedarburg Road
Mequon, WI 53092 #15.

# DECLARATION OF TREE PRESERVATION COVENANT

**THIS DECLARATION OF TREE PRESERVATION COVENANT** is made this 26 day of December, 2007, by W.W. Lange LLC ("Declarant").

## RECITALS:

**WHEREAS,** Declarant is the current owner of, and holder of fee simple title to real property more particularly described as follows:

River Birch Place, being a subdivision of lots 2 and 3 of Certified Survey Map No. 3692, being a redivision of Parcels 1 and 2 of Certified Survey Map No. 946 and lands in the Southwest ¼ of the Southeast ¼ of Section 22, Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

("Property"); and

**WHEREAS,** W.W. Lange LLC has developed River Birch Place, a planned unit development on the Property where eight (8) duplex condominiums are depicted on the Final Plat of River Birch Place, which was approved by the Common Council of the City of Mequon on 11-16-2007, a copy of which is attached to and incorporated by reference as **Exhibit A**, and, as a condition of final plat approval, the City of Mequon has required that a tree preservation covenant be declared by Declarant immediately following such approval and prior to recording of the plat; and

**WHEREAS,** Declarant desires to create a tree preservation covenant encumbering the property as indicated on the Certified Survey Map in the River Birch Place development; and

**WHEREAS,** the Declarant being desirous of satisfying said condition of plat approval, and of facilitating adherence to the City of Mequon Tree Preservation Ordinance, and the Policy Manual for Tree Protection and Preservation: Administrative Guidelines as they relate to the protection and removal of specimen trees within said designated areas in the River Birch Place development.

**NOW, THEREFORE,** in consideration of the plat approval aforesaid, and in obedience to the conditions of said approval, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant declares and covenants as follows:

1. Restraints. Declarant, as the owners of Sites 1 through 16, in the River Birch Place development covenants and agrees to abide by the requirements and restrictions of the City of Mequon Tree Preservation Ordinance, and the Policy Manual for Tree Protection and

Preservation: Administrative Guidelines as they relate to the protection and removal of specimen trees within said areas in the River Birch Place Development. Additionally, in obedience to the conditions of Plat and Site Plan approval, Declarant covenants that all trees, excepting only buckthorn or other invasive species, currently existing within the declared thirty (30) foot Tree Preservation Easement lying at various portions around the perimeter of the platted Property as depicted in **Exhibit A,** shall be preserved and protected by Developer and Developer's assigns and successors in interest, in the same fashion and just as fully as if they were specimen trees as defined by the Mequon Tree Preservation Ordinance.

2. Assignment or 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 the Declarant.

3. Right of Entry. The City of Mequon shall enjoy the right of entry at such reasonable times and in such reasonable manner as it deems appropriate, in order to carry out inspections of street trees and otherwise engage in activities provided in Sections 2 and 4 of the Street Tree Preservation and Maintenance Easement, made and declared by Developer of even date hereto.

4. Recording. This Covenant shall be prepared in recordable format, and recorded in the Office of Register of Deeds for Ozaukee County, Wisconsin.

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

6. 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.

**IN WITNESS WHEREOF**, the undersigned have hereunto set their hands this 26 day of Dec, 2007.

**W.W. Lange LLC**

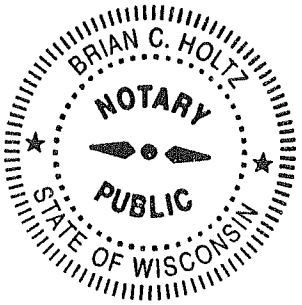
By: Waldemar Lange
Waldemar Lange, President

STATE OF WISCONSIN )
)ss
OZAUKEE COUNTY )

Personally came before me this 26 day of Dec, 2007, ~~2006~~, the above named person, Waldemar Lange, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Brian C. Holtz

Notary Public, Ozaukee County, Wisconsin
My commission (expires May 16 2010) is ~~permanent.~~




**This instrument was drafted by:**