

Document No.

**LANDSCAPE BUFFER, SIGNAGE,
DETENTION POND & ACCESS
EASEMENT AGREEMENT**

Return to:
Atty. J. Michael McTernan
6633 Green Bay Road
Kenosha, WI 53142

10
See Parcel Numbers Attached
Parcel Numbers

70-4-120-133-0102

THIS LANDSCAPE BUFFER, SIGNAGE, DETENTION POND & ACCESS
EASEMENT AGREEMENT (the "Agreement") is between Anthony Rossi & Sons, LLP, a
Wisconsin limited liability partnership ("Parcel A Owner") and The Villas at Echo Lane
Condominium Association, Inc. ("Parcel B Owner").

RECITALS:

A. Parcel A Owner is the owner of certain real property located in Kenosha County, Wisconsin, as described on the attached Exhibit A and referred to on the exhibit and in this Agreement as "Parcel A".

B. Parcel B Owner is the owner of certain real property also located in Kenosha County, Wisconsin, adjoining Parcel A, as described on the attached Exhibit B and referred to on the exhibit and in this Agreement as "Parcel B."

C. Parcel A Owner and Parcel B Owner wish to grant each other certain easement rights as more fully set forth below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant by Parcel A Owner. Parcel A Owner grants to Parcel B Owner for the benefit of Parcel B Owner and Parcel B and all present and future owners of Parcel B a perpetual nonexclusive easement to use those specific areas of Parcel A as follows:

a. Those areas on Parcel A that are used for the transfer of stormwater from Parcel B labeled on the "Site Plan" (the "Stormwater Drainage Facilities"), a copy of which is attached to this Agreement as Exhibit C, as "Storm Water Pond & Access Easement", and "Storm Water Access Easement" (collectively referred to as the "Storm Water Easements");

b. Those areas on Parcel A that are used to provide a landscaping buffer between the improvements on Parcel B and Parcel A labeled on the Site Plan as "Landscape Buffer Easement"; and

c. Those areas on Parcel A where there are currently two (2) monument mason signs surrounded by landscaping that note the Villas at Echo Lane development (the "Signs").

The areas described in Section 1 above are referred to in this Agreement as the "*Parcel A Easement Areas*" and shall never be expanded without Parcel A Owner's written consent.

2. Grant by Parcel B Owner. Parcel B Owner grants to Parcel A Owner for the benefit of Parcel A Owner and Parcel A and all present and future owners of Parcel A a perpetual nonexclusive easement to use the "Ponds" that are part of the Stormwater Drainage Facilities (more particularly described on the "Site Plan" attached hereto and referred to as the Parcel B Easement). This grant is limited to the owners of Lots 1 and 2 of CSM more particularly described in Exhibit A.

3. Site Plan. Parcel B Owner agrees that all improvements that have been constructed in the easement areas described herein are complete and that no changes or additional improvements will be constructed in the easement areas by either party. Moreover, Parcel B Owner is prohibited from constructing and / or installing any improvements in the Parcel A Easement Areas that would increase the assessments and related real estate taxes for Parcel A. Similarly, Parcel A Owner is prohibited from constructing and / or installing any improvements in the Parcel A Easement Areas, modifying the Stormwater Drainage Facilities, or significantly changing the grade of Parcel A in a manner that would negatively impact the use or effectiveness of the Stormwater Drainage Facilities or otherwise negatively impact the flow of water on Parcel B, but Parcel B Owner hereby acknowledges the changes to the grade of the two single family lots (Lots 1 & 2 of Parcel A) that Parcel A Owner, and its successors and assigns, shall be allowed to change the grade to allow for the development of a single family residence on each said lot. In addition, Parcel A Owner cannot modify the landscaping and vegetation within the Landscape Buffer Easement (the "Landscape Improvements") or any other part of the Parcel A Easement Areas without the prior written consent of the Parcel B Owner.

4. Maintenance. Parcel B Owner shall at all times maintain the Stormwater Drainage Facilities, the Landscape Improvements and the Signs, and appurtenances thereto, as they are located on both Parcel A and Parcel B in good condition and repair, including periodic maintenance, and keep them in a fully functional, well-maintained and proper condition that insures full functionality of the Stormwater Drainage Facilities, Landscape Improvements, and Signs that are free of accumulated paper, debris, other refuse. Maintenance of the Stormwater Drainage Facilities, Landscape Improvements, Signs and all related improvements thereto shall be performed by and at the sole expense of Parcel B Owner. Each party shall have the right, but not the duty, to perform any maintenance for which the obligation of performance is imposed on the

other party to this Agreement. This right may only be exercised if within 30 days of delivery of written notice to the responsible party, sent by registered or certified mail and describing the maintenance to be performed by the party, the responsible party has continued to fail to perform the maintenance that is the subject of the notice. A party performing maintenance imposed on the other party to this Agreement shall be entitled to reimbursement from the other party upon the performing party's presentation of an invoice for the maintenance cost incurred, along with the actual and reasonable fees and costs to collect said maintenance costs, including actual attorney fees.

5. Indemnity. Parcel B Owner, including its successors and assigns, shall indemnify and defend the Parcel A Owner and its officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of any negligent or willful misconduct of Parcel B Owner which affects the use or condition of the Stormwater Drainage Facilities, the Landscape Improvements, the Signs and all appurtenances thereto, caused by Parcel B Owner or its agents, contractors, subcontractors, invitees, or employees.

Parcel A Owner, including its successors and assigns, shall each indemnify and defend the Parcel B Owner and its officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of any negligent or willful misconduct of Parcel A Owner which affects the use or condition of the Stormwater Drainage Facilities, the Landscape Improvements, the Signs, and all appurtenances thereto, caused by Parcel A Owner or its agents, contractors, subcontractors, invitees, or employees.

7. Insurance. Parcel B Owner shall maintain in effect at all times during the term of this Agreement a policy of commercial general liability insurance naming the Parcel A Owner and any other party designated by the Parcel A Owner as the insured, to insure against injury to property, person, or loss of life arising out of the Parcel B Owner's use, occupancy, or maintenance of the easement areas with limits of coverage that are at levels customarily maintained by businesses in the community in which all of the Easement Property is located. For each year in which these easements are in effect, the Parcel B Owner shall provide the Parcel A Owner and the other parties designated by the Parcel A Owner upon request with a copy of the insurance policy endorsement or wording showing that the Parcel A Owner and the other parties have been added as additional insureds. The policy shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the insured under this Agreement. Insurance required of the Parcel B Owner under this Agreement shall be written by companies duly qualified to do business in the State of Wisconsin. No such policy shall be cancelable or subject to reduction of coverage or modification except after 30 days' prior written notice to the Parcel A Owner. The Parcel B Owner shall not do or permit anything to be done that will invalidate the insurance policies furnished by the Parcel A Owner.

8. Barriers. Neither party shall do anything to interfere with the use of the easements granted under this Agreement by the other party. No obstructions shall be constructed that would prevent, prohibit, or discourage the free and uninterrupted flow of stormwater to the Stormwater Drainage Facilities.

9. **Reasonable Rules and Regulations.** Parcel A Owner and Parcel B Owner shall each have the right to promulgate reasonable rules, restrictions, and regulations governing the use, maintenance, or operation of the Stormwater Drainage Facilities, Landscape Improvements and Signs, so long as the rules, restrictions, and regulations are of general applicability and are not designed or implemented in such a manner as to discriminate against the other party to this Agreement. Each party to this Agreement agrees to honor any rules, restrictions, and regulations promulgated under this Agreement by the other party. Parcel B Owner may construct or install appropriate signage around the stormwater detention ponds.

10. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Parcel A Owner and Parcel B Owner and their respective successors and assigns as owners of Parcel A and Parcel B, respectively. The easements granted under Section 1 of this Agreement are easements appurtenant to Parcel B and may not be transferred separately from, or severed from, title to Parcel B. The Parcel B Easement, granted under Section 2 of this Agreement are easements appurtenant to Parcel A and may not be transferred separately from, or severed from, title to Parcel A. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than Parcel A and Parcel B without the consent of the owners of the fee simple interest of all of Parcel A and all of Parcel B. The specific parties named as Parcel A Owner and Parcel B Owner in this Agreement, and each of their respective successors and assigns as fee simple owners of Parcel A and Parcel B, respectively, or any portion of Parcel A or Parcel B, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in Parcel A or Parcel B, respectively, except, however, for obligations that accrued during the party's period of ownership of title.

11. **Non-Use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Agreement.

12. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

13. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Kenosha County, Wisconsin. This Agreement shall not be construed more strictly against one party hereto than against the other party merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties. It is understood and recognized that both parties have contributed substantially and materially to the preparation of this Agreement. Moreover, each party acknowledges they have been given the opportunity to consult with counsel of their choice with regard to this Agreement, and each Party has done so.

14. **Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

15. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

16. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

17. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

18. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever. Parcel B Owner and Parcel A Owner agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Parcel B Easement Areas or the Parcel A Easement Areas, whether by express grant, implication, or prescription. These measures may include, without limitation, the posting of Private Property or No Trespassing signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

[Signature Page Follows]

Dated: July 20th, 2021

PARCEL A OWNER:

ANTHONY ROSSI & SONS, LLP

By: Randall Rossi
Name: Randall Rossi
Title: General Partner

PARCEL B OWNER

THE VILLAS AT ECHO LANE CONDOMINIUM
ASSOCIATION, INC.

By: Crystal Voss
Name: Crystal Voss
Title: President

ATTEST:

THE VILLAS AT ECHO LANE CONDOMINIUM
ASSOCIATION, INC.

By: Scott N. Cherry
Name: SCOTT N. CHERRY
Title: Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF KENOSHA

This instrument was acknowledged before me on July 20, 2021 by
Randall Rossi, General Partner of Anthony Rossi & Sons, LLP, known to me to be the individual
who executed the foregoing instrument and acknowledged the same.

Michelle Shramek

Print Name: Michelle Shramek
Notary Public, State of Wisconsin
My commission expires: 3/28/2025

MICHELLE SHRAMEK
Notary Public
State of Wisconsin

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF KENOSHA

This instrument was acknowledged before me on July 20, 2021 by
Crystal Voss, the President of The Villas at EchoLane Condominium
Association, Inc., known to me to be the individual who executed the foregoing instrument and
acknowledged the same

Michelle Shramek

Print Name: Michelle Shramek
Notary Public, State of Wisconsin
My commission expires: 3/28/2025

MICHELLE SHRAMEK
Notary Public
State of Wisconsin

This document was drafted by:
J. Michael McTernan
Alia, DuMez & McTernan, S.C
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EXHIBIT A

Legal Description of Parcel A Owner's real estate:

Lots 1, 2 and 3 of Certified Survey Map No. 2985, recorded as Document Number 1906802 on the 2 day of AUGUST, 2021 in the Register of Deeds for Kenosha County, Wisconsin. Said real estate is located in the Village of Salem Lakes, County of Kenosha, and State of Wisconsin.

EXHIBIT B

The Villas at Echo Lane a Condominium located in the Northeast Quarter of the Southwest Quarter of Section 13, Township 1 North, Range 20 East, Village of Salem Lakes, Kenosha County, Wisconsin.

EXHIBIT C - SITE PLAN

