

**NON-BUILDABLE AREA
EASEMENT AGREEMENT**

2153790
SHEBOYGAN COUNTY, WI
RECORDED ON
08/08/2023 11:41 AM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE:
EXEMPTION #
Cashier ID: 4
PAGES: 3
Electronically Recorded.
Returned to Submitter.

Return to:

MOONEY & SIEGERT
P.O. BOX 297
PLYMOUTH, WI 53073

59010121315; 59010121316;
and 59010121317
Parcel Numbers

RECITALS:

THIS NON-BUILDABLE AREA EASEMENT AGREEMENT (the *Agreement*) is between **Steven L. Bein** and **Brigitte R. Bein**, husband and wife (hereinafter *Bein*), owners of the following Parcels:

Parcel A: Lot 1, of a Certified Survey Map, Recorded in Volume 30, Pages 328-331, being a part of the SW ¼ of the SW ¼ of Section 5 & Part of the NW ¼ of the NW ¼ of Section 8, All in the T. 14 N., R. 21 E, Town of Lyndon, Sheboygan County, Wisconsin.

Parcel B: Outlot 1, of a Certified Survey Map, Recorded in Volume 30, Pages 328-331, being a part of the SW ¼ of the SW ¼ of Section 5 & Part of the NW ¼ of the NW ¼ of Section 8, All in the T. 14 N., R. 21 E, Town of Lyndon, Sheboygan County, Wisconsin.

Parcel C: Outlot 2, of a Certified Survey Map, Recorded in Volume 30, Pages 328-331, being a part of the SW ¼ of the SW ¼ of Section 5 & Part of the NW ¼ of the NW ¼ of Section 8, All in the T. 14 N., R. 21 E, Town of Lyndon, Sheboygan County, Wisconsin.

Non-buildable Area 1:

Part of Outlot 1, Certified Survey Map recorded in Volume 30, Pages 328-331, Certified Survey Maps, Sheboygan County Register of Deeds Office, being part of Southwest ¼ of the Southwest ¼ of Section 5, T. 14 N. - R. 21 E., Town of Lyndon, Sheboygan County, Wisconsin and more particularly described as follows:

Beginning at the Northeast corner of said Outlot 1; thence South 01°-02'-46" East along the East line of said Outlot 1, 217.65 feet to the Southeast corner of Outlot 1; thence South 88°-57'-14" West along the South line of said Outlot 1, 146.74 feet; thence North 01°-03'-48" West, 40.44 feet; thence North 38°-34'-59" East, 230.09 feet to the point of beginning and containing 0.43 acres (18.938 sq. ft.) of land, more or less.

Non-buildable Area 2:

Part of Outlot 2, Certified Survey Map recorded in Volume 30, Pages 328-331, Certified Survey Maps, Sheboygan County Register of Deeds Office, being part of Southwest ¼ of the Southwest ¼ of Section 5, T. 14 N. - R. 21 E., Town of Lyndon, Sheboygan County, Wisconsin and more particularly described as follows:

Beginning at the Northwest corner of said Outlot 2; thence North 88°-57'-14" East along the South right of way line C.T.H. "UU", 261.33 feet; thence along said South right of way line on a curve to the right having a radius of 691.16 feet, 66.84 feet along curve to a point which is South 88°-16'-32" East, 66.82 feet from the last described point and to the Northeast corner of said Outlot 2; thence South 01°-29'-50" East along the East line of said Outlot 2, 154.45 feet; thence South 62°-39'-35" West, 255.82 feet to a point on the South line of said Outlot 2; thence South 88°-57'-14" West along said South line, 99.93 feet to the Southwest corner of said Outlot 2; thence North 01°-02'-46" West along the West line of said Outlot 2, 270.99 feet to the point of beginning and containing 1.75 acres (76,069 sq. ft.) of land, more or less.

AGREEMENT

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

Section 1. Non-Buildable Area Easement

1. **Grant of Non-Buildable Area Easement.** Bein hereby grants, conveys and establishes a non-exclusive perpetual Non-buildable Area 1 Easement on Parcel B for the benefit of Parcel A and Non-buildable Area 2 Easement on Parcel C for the benefit of Parcel A.

2. **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, Parcel B Owner and Parcel C Owner and their respective successors and assigns. The easements granted under Section 1.1 of this Agreement are easements appurtenant to Parcels B and C and may not be transferred separately from, or severed from, title to Parcels B and C. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than Parcel A.

3. **Amendments.** This Agreement may be amended by signed Agreement by Parcel A Owner and Parcel B Owner or Parcel A Owner and Parcel C Owner and their respective successors and assigns.

4. **Indemnity.** Parcel B Owner and Parcel C Owner shall indemnify and defend 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 the building on the Non-buildable Area Easement by Parcel B Owner or Parcel C Owner or its agents, contractors, subcontractors, invitees, or employees.

5. **Non-Use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent Parcel A Owner from later use of the easement rights to the fullest extent authorized in this Agreement.

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

7. **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 Sheboygan County, Wisconsin.


8. **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.

9. **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.

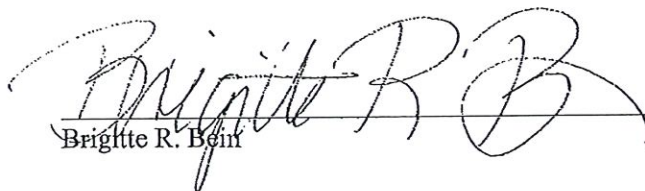
10. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed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

11. **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.

Dated: August 1, 2023



Steven L. Bein

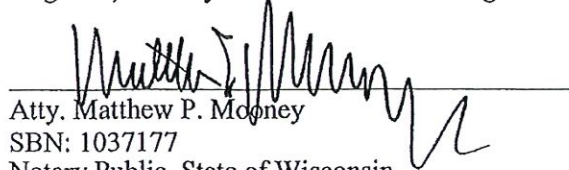


Brigitte R. Bein

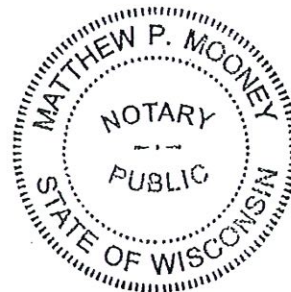
ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF SHEBOYGAN

This instrument was acknowledged before me on
August 1, 2023 by Steven L. Bein and Brigitte R. Bein



Atty. Matthew P. Mooney
SBN: 1037177
Notary Public, State of Wisconsin
My commission is permanent



Drafted by: Atty. Matthew P. Mooney
Plymouth, WI 53073