

Document Number

RESTRICTIVE COVENANTS

**DOCUMENT # 573046**

**TAMARA ALTEN  
REGISTER OF DEEDS  
CALUMET COUNTY, WI  
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Recording Area

Name and Return Address  
Attorney Kevin L. Eismann  
Davis & Kuelthau, s.c.  
2800 E. Enterprise Ave.  
Appleton, WI 54913

See attached

Parcel Identification Number (PIN)

1ST ADDITION TO LAKE PARK HEIGHTS SUBDIVISION

City of Menasha, Calumet County, Wisconsin

Declaration of Restrictive Covenants

This **DECLARATION OF RESTRICTIVE COVENANTS** (“Declaration”) is made on August 11, 2022 by Menasha Real Estate LLC (the “Developer”).

WHEREAS, Developer is the fee simple owner and developer of the property that is duly platted and known as 1st Addition to Lake Park Heights (the “Subdivision”) in the City of Menasha, Calumet County, Wisconsin, which Subdivision includes 31 single-family lots designated as Lots 85 through 115 on the Subdivision plat.

WHEREAS, said Subdivision plat was recorded in the office of the Register of Deeds for Calumet County, Wisconsin on the 14<sup>th</sup> day of February, 2022 at 1:39 PM and filed as Document No. 568141, Volume D, Page 152 (“Plat”) as is attached hereto.

WHEREAS, the Developer desires to subject the Subdivision to this Declaration on the terms and conditions set forth herein.

**1. PURPOSE**

The purpose of these covenants is to ensure the use of property for attractive single-family residential purposes only. To prevent nuisance and the impairment of the attractiveness of the property, to seek the use of quality materials and workmanship, to maintain the desired atmosphere and appearance of the community and, thereby, to secure to each lot owner the full benefit and enjoyment of their home, with no greater restriction on the free and undisturbed use thereof, then is necessary, to ensure the same advantages to the other lot owners.

**2. IMPROVEMENTS**

All initial lot sales from the Developer will include a graded gravel road base or temporary asphalt mat, storm sewer, sanitary sewer and water laterals will be stubbed to lot line. Natural gas, electric, telephone and cable television lines will be to the lots. Final asphalt paved roads, concrete curb/gutter, and sidewalks will be future improvements that will be assessed to each lot owner by the City of Menasha, and if paid by the Developer, such assessments shall be reimbursable to the Developer by the lot owner.

**3. PRE-CONSTRUCTION MAINTENANCE**

The owner of each lot shall be responsible for the maintenance of the lot before construction begins. No trash, waste, weeds, brush, or long grass is permitted, and the lot shall be kept in well-maintained appearance. No vehicles, equipment, or other materials, except construction materials within 30 days of commencement of construction of the dwelling, shall be stored on the lot.

**4. CONSTRUCTION AND MINIMUM FLOOR AREA & DESIGN**

All structures to be erected in the Subdivision shall be of pleasing and harmonious external design and shall conform to all established setback lines on the Plat and municipal ordinance. Any dwelling that fails to conform to the specified minimum areas or any other structure or improvements in violation of the requirements and restrictions of this Declaration shall not be permitted on any lot. Without limiting the specific restrictions and covenants in this Declaration, all structures and improvements on a lot shall be constructed, installed, maintained, and repaired as required by applicable law, code, and regulation with all necessary permits obtained prior to the commencement of such work. The lot owner shall be responsible for the lot owner's prorated share of maintenance of the roads servicing the Subdivision until such time as said roads are dedicated to the City of Menasha and shall also be responsible for any damage to said roads due to the lot owner's actions or the actions of the lot owner's contractors, subcontractors, agents, or other invitees.

The square footage of the main structure for the dwelling, exclusive of open porches, breezeways and garages, shall be as follows:

**A. SINGLE STORY DWELLINGS**

Shall contain a minimum of 1,600 square feet of living space above grade with an attached garage of not less than 400 square feet with no more than three (3) overhead garage doors.

**B. ONE AND ONE-HALF or TWO-STORY DWELLINGS:**

Shall contain a minimum of 1,800 square feet of living space above grade with an attached garage of not less than 400 square feet with no more than three overhead garage doors.

**C. SPLIT LEVEL DWELLINGS:**

Shall contain a minimum of 1,800 square feet of living space above grade with an attached garage of not less than 400 square feet with no more than three (3) overhead garage doors.

**5. LAND USE AND BUILDING TYPE**

No lot shall be used for any purpose other than for single-family residential purposes. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any lot. The foregoing restrictions as to lot use shall not, however, be construed in such a manner as to prohibit a lot owner from maintaining a personal professional library or keeping personal business or professional records or accounts within the dwelling building, nor from handling personal business or professional telephone calls or correspondence. Without limiting the generality of the foregoing, a lot owner (other than Developer) may not maintain an office at which customers or clients customarily call or come, and the same is prohibited.

Each lot and all construction activities thereon shall be subject to the restrictions and procedures below. Any restriction or variance may be waived by the Developer or the Developer's Assignee in its sole and absolute discretion.

- A. All dwelling floor and building plans and plans for accessory structures shall be approved by the Developer or Developer's Assignee prior to commencement of construction, which approvals shall include colors and materials of the exterior. Approval of any plans by Developer or Developer's Assignee shall not constitute a certification that such plans are of sound design, free from defect, or in compliance with applicable law, code, or regulation. Plans submitted for approval shall include the following submissions in addition to any other plans or documentation required by the Developer or Developer's Assignee (any of which may be waived by Developer at its sole discretion):
- a. One complete set of dwelling floor plans, elevations and sections, one site plan, one drainage plan, and, if requested, samples or pictures of materials.
  - b. The dwelling plans shall include identification of construction materials and specifications, roofing material, exterior finishes and colors.
  - c. The site plan shall include the basement outline, garage footprint, exterior steps, decks, and patios, proposed fencing (including material selection), walkways, and driveways.

If the Developer or Developer's Assignee does not approve such plans and specifications within sixty (60) days (or fifteen [15] days for revisions to plans based on Developer's response), such plans and specifications shall be deemed approved. The Developer may charge a reasonable fee for said review, plus all out-of-pocket expenses of the Developer.

Submissions shall be sent to (or such other address identified in writing):  
Menasha Real Estate, LLC  
5772 New Castle Lane  
Bettendorf, IA 52722  
radpandit@gmail.com

- B. All dwellings shall have a roof pitch of not less than 6/12.
- C. No dwelling shall exceed two (2) stories in height above finished grade level.
- D. The front of all dwellings constructed within the Subdivision shall contain at least 30% brick or stone.
- E. No used, modular, manufactured, earth shelter or log homes shall be allowed on any lot.
- F. No temporary or moveable structures, such as shanties, shall be permitted on a lot.
- G. All dwellings, including attached garages, shall be completed within 12 months after commencement of construction and shall not be occupied prior to an occupancy

permit being issued by the City of Menasha building inspector. No structure other than the permitted single-family dwelling shall be occupied.

- H. All lawns must be installed within 12 months of occupancy.
- I. All driveways are to be surfaced with concrete within 12 months of occupancy. Exception may be made for driveway aprons. (See item L., below) Driveway grades shall be set and paved to match the grade established for the future front sidewalks.
- J. The installation and cost of driveway apron shall be the responsibility of each lot owner. Driveway aprons are to be paved in concrete within 3 (frost free) months of the completion of concrete street and sidewalk, or such earlier time if required by the City of Menasha.

## **6. GRADES AND GRADING**

No dwelling, house, structure, lawn or landscaping may be erected or installed on any lot until the proper grades have been set in accordance with the approved drainage and grading plan for the Subdivision as is or will be approved by the City of Menasha.

Grades are to be set by a licensed land surveying and/or engineering firm, with the cost of this process being the responsibility of the lot owner. This is to include the elevation at which the top of the foundation of the dwelling is set. Upon completion of the construction of the dwelling, the lot owner shall be responsible to bring their lot into full compliance with the approved drainage and grading plan for the Subdivision.

## **7. EASEMENTS**

Easements for installation and maintenance of utility and drainage facilities for all lots are reserved as shown on the Plat. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain, which may change or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easement areas. The easement area of each lot, and all improvements in it, shall be maintained continuously by the lot owner, except for those improvements for which a public authority or utility company is responsible. The Declarant reserves the right to declare additional easements on lots within the Subdivision as deemed necessary for the operation of the Subdivision, provided such easements do not materially interfere with the development envelope of the lot or any then-constructed (and otherwise permitted under this Declaration) improvements on a lot. Developer reserves the right to install or require installation of cluster mailboxes if required by the United States Postal Service or desired by Developer. Each lot owner grants to other lot owners the right to access any cluster mailbox installed on such lot owner's lot for mail retrieval and repair of the lot owner's mailbox.

## **8. SIGNS**

No sign of any kind shall be displayed or exposed to the public view on any lot, with the exception of: one professional sign of not more than ten (10) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period. The Developer may utilize signs of any size to advertise properties for sale in the

Subdivision. The foregoing restrictions shall not be deemed to place any restriction on the display of signage or flags that is in violation of applicable law as amended from time to time, but shall be deemed to restrict such display only to the greatest extent permitted by law.

## **9. NUISANCES**

No noxious, loud, obnoxious, or offensive activity shall be carried out upon any lot, nor shall anything be done thereon that may or may become an annoyance or nuisance to the neighborhood.

## **10. STORAGE**

No unlicensed vehicles will be permitted on any lot unless stored within a garage. No campers, boats, recreation vehicles, trailers, garden tractors, lawn maintenance equipment nor snow removal equipment shall be stored on any lot unless stored within a garage, but temporary storage of the foregoing is permitted on driveways for seasonal transition and cleaning.

## **11. PETS AND ANIMALS**

No animals, insects, livestock, or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats or other household pets.

Dogs and cats are limited to a total of three, in the aggregate, in any household, provided that said pets are not kept, bred, or maintained for any commercial purpose.

No doghouses, dog kennels, cages, sleeping quarters or any kind of outdoor housing for animals shall be allowed. Nothing contained herein shall be construed to permit the keeping of any dog, cat or other pet which in any way constitute a nuisance, including, for example, excessive noise coming from pets between the hours of 10pm and 6am.

In addition to the foregoing restrictions, all pets shall be licensed and otherwise kept in compliance with applicable law, rule, and regulation.

## **12. TRASH/WASTE**

All trash and/or waste material shall be kept in sanitary containers. Each lot owner is required to keep their lot in well-maintained and attractive appearance and good repair and upkeep. Any long grass areas will be restricted to designated wetland/natural areas specific to each lot as designated on the Plat or otherwise approved by the Developer. Any and all yard waste is to be removed and disposed of according to applicable municipal law, code, or regulation. No firewood or wood piles shall be kept outside a dwelling unless it is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and screened from street view.

## **13. FENCING**

No chain link or bare wire fencing shall be allowed on any lot. All other fencing shall be approved by the Developer or Developer's Assignee while the Developer owns any lot in the Subdivision. After such time, all future fencing shall be of similar material, quality, and design as fencing in the Subdivision and shall be kept in well-maintained condition. All fencing

installation, location, and maintenance is subject to municipal ordinance and subject to approval of municipal permitting.

#### **14. SWIMMING POOLS**

All swimming pool plans and specifications, including a site plan, must be submitted to the Developer or Developer's Assignee for approval prior to installation.

#### **15. EXCESS FILL**

No excess fill shall be removed from the Subdivision without the consent of the Developer. Developer may require and direct placement of fill to a neighboring lot in the Subdivision. In such case, any expenses related to its movement/leveling shall be the responsibility of the recipient lot owner.

#### **16. ACCESSORY BUILDINGS**

One accessory storage building shall be allowed on each lot in the Subdivision. Said building will be limited to a size no greater than 150 square feet. Buildings shall conform to similar design details as the dwelling on said lot and approval of its design from Developer or Developer's Assignee shall be required prior to its erection.

#### **17. HOME CONSTRUCTION SITE**

- A. At all times during any construction, the lot and construction site shall be maintained in a neat and orderly fashion. Construction debris shall be contained as to prevent such material from blowing onto neighboring properties and streets. All trash and waste materials are to be stored in sanitary containers out of public view.
- B. During construction, no access to the building site shall be allowed over adjacent lots without consent. If any damage that is done to adjacent lots, the lot owner of the dwelling under construction shall restore or pay the Developer, or then-current lot owner if not the Developer, for the restoration of said lot and any improvements to their pre-damage condition.
- C. No building materials shall be placed on any lot more than 30 days prior to the time construction is to begin. No building materials shall remain on any lot more than 30 days after construction is completed.

#### **18. ANTENNAS/SATELLITE DISHES/SOLAR PANELS**

No antenna or outside satellite dishes shall be displayed or exposed to the public view except as follows: (i) mini satellite dishes 24 inches or less in diameter or television antennas 24 inches in length or less, (ii) such satellite dishes or antennas shall be installed in the rear of the dwelling, and (iii) placement shall be aesthetically compatible with the surrounding neighborhood. No solar panels shall be allowed on the exterior of any structure or otherwise on the lot.

## **19. ENFORCEMENT**

This Declaration shall run with the land and shall be binding upon all lot owners, and all future conveyances of any lots of the Subdivision shall be subject to this Declaration and the terms set forth herein. Acceptance of a deed or other conveyance by any purchaser is considered an agreement to observe and abide by this Declaration for the protection of the Developer and all lot owners in the Subdivision. It is understood and agreed that the covenants, rights, terms, reservations, limitations, agreements and restrictions of this Declaration are part of a uniform plan of development for the Subdivision as a whole, and the recording of this Declaration shall be constructive notice to any present or future lot owner of any interest in the Subdivision and/or any lot therein of the terms of this Declaration, whether or not specific reference is made in the deed or instrument of transfer to such lot owner. If any lot owner or person(s) in possession of any lot or dwelling on any lot within the Subdivision shall violate or attempt to violate any term or covenant of the Declaration, it shall be lawful for the Developer or any other lot owner in the Subdivision to prosecute and commence proceedings at law or equity against the person(s) violating or attempting to violate any provision of this Declaration, either recover damages for such violation or to restrain the violation, and if such prosecuting party shall be substantially successful on the merits, such prevailing party shall be entitled to all costs or litigation and enforcement, including reasonable attorneys' fees.

## **20. AMENDMENT**

This Declaration may only be modified, changed, terminated, waived or amended by a written declaration setting forth such amendment:

- A. By the Developer as long as the Developer owns or occupies any lot in the Subdivision; or
- B. By a written declaration approved and signed by (i) at least 70% of the lot owners of the Subdivision, and (ii) if the Developer owns or occupies any of the lot in the Subdivision, the Developer. For purposes of calculating the approval percentage above, all title owners of record for a single lot shall constitute one "lot owner" and the written declaration shall be approved and signed by all title owners for the approval to be effective as to such lot.

Said written declaration is to be notarized and entitled to be recorded in the office of the register of deeds for Calumet County, Wisconsin and shall be effective upon recording.

## **21. ASSIGNMENT OF DEVELOPER RIGHTS**

The Developer (including subsequent assignees) reserves the right to assign any rights or privileges granted and reserved to Developer herein. Upon assignment, such assignee(s) shall be the "Developer." Not in limitation of the foregoing reservation, Developer (including subsequent assignees) may assign Developer's rights to a designee or a review committee, association, or entity, however constituted by Developer, ("Developer's Assignee") for the purpose of reviewing and approving initial construction and design plans for lots, plans for future

improvements or reconstruction plans on lots, or any other item for which approval of the Developer is required under this Declaration.

## **22. SEVERABILITY**

Invalidation of any one of these covenants or restrictions, by judgment or court order, shall in no way affect any of the other covenants or restrictions which shall remain in full force and effect.

## **23. TERM**

This Declaration and any amendments shall be in force for a term of thirty (30) years from the date the Declaration is recorded. Upon the expiration date of such initial thirty (30) year term (or any extended term as provided herein), this Declaration shall be automatically extended for a successive term of ten (10) years, unless prior to the end of the then-current term a notice of termination in recordable form is (i) executed by the lot owner of at least seventy percent (70%) of all lots and their mortgagees, (ii) consented to by the City of Menasha, and (iii) is thereafter recorded in the Office of the Register of Deeds of Calumet County, Wisconsin.

## **24. REFERENCE AND INCORPORATION OF PLAT AND PLANS**

This Declaration shall incorporate any additional restrictions or requirements as shown on the Plat or as contained in any plan, covenant, or agreement that the Developer enters into with, or for the benefit of, the City of Menasha, County of Calumet, or other governmental body which restricts or otherwise encumbers the Subdivision or a portion thereof, including but not limited to drainage, grading, stormwater, erosion control, or similar plans.

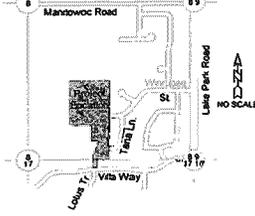


# 1st Addition to Lake Park Heights

Part of the Southwest 1/4 of the Southeast 1/4 of Section 8,  
Township 20 North, Range 18 East, City of Menasha, Calumet County, Wisconsin

## LOCATION MAP

SE 1/4 SEC 08, T.20 N, R.18 E  
City of Menasha  
Village of Harrison  
CALUMET COUNTY, WI



Bearings are referenced to the South line of the Southeast 1/4 Section 8 T20N R18E assumed to bear S89°45'43"W base on the Calumet County Coordinate System

## LEGEND

- 1/2" x 1/2" Steel Rebar @ 4.000vL.F. SET
- All other corners
- 1/2" x 1/2" Steel Rebar @ 1.500vL.F. SET
- 3/4" Rebar Found
- 1/2" Rebar Found
- 1" Iron Pipe Found
- Government Corner
- Record As
- Estimated (Records 10' Setback to wetlands)
- 12' Utility Easement (unless noted)
- 25' Front Building Setback

**Owner/Developer**  
Menasha Real Estate LLC  
3045 Winnipeg Street  
Menasha, WI 54952

**Approving Authorities**  
City of Menasha  
**Objecting Authorities**  
Department of Administration

## NOTES

All Linear measurements have been made to the nearest one hundredth of a foot.

All angular measurements have been made to the nearest second and computed to the nearest half seconds.

## Wetland Information

Wetlands shown are per a Wetland Delineation prepared by McMahon Associates, Inc according to file USACE No. MVP-2018-02491-RJH & WDNR nonfederal exemption EXE-NE-2021-8-01329 & EXE-NE-2018-8-00642

## Floodplain Information

(Subject Plat mapped per FIRM Map No. 55015C0028E with and effective date of February 4, 2009)  
Mapped as "Zone X" Area determined to be outside the 0.2% annual chance floodplain

## Public Trust Information

s.236.20 (8) "Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article X, section 1 of the state constitution."

DOCUMENT # 568141

TAMARA ALLEN  
REGISTER OF DEEDS  
CALUMET COUNTY, WI  
02/14/2022 09:19 PM  
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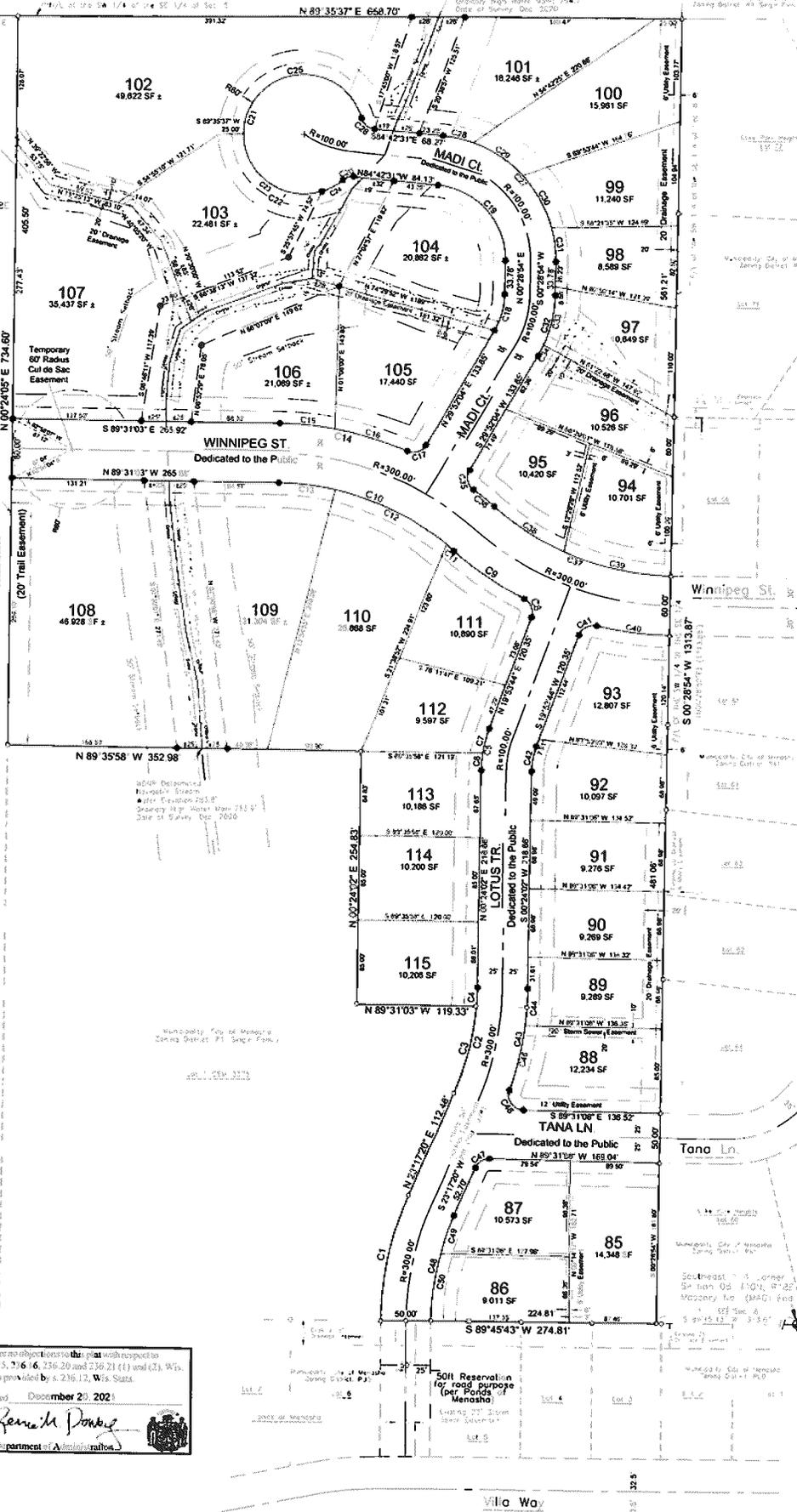
WISCONSIN  
SCOTT A. HOFFMAN  
2/14/22  
S No S-3169 Date

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.  
Certified December 23, 2021  
Renée P. Doherty  
Department of Administration

**DAVEL ENGINEERING & ENVIRONMENTAL, INC.**  
Civil Engineers and Land Surveyors  
1164 Province Terrace, Menasha WI 54952  
Ph: 920-991-1058 Fax: 920-441-0804  
www.davelpro

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# 1st Addition to Lake Park Heights

Part of the Southwest 1/4 of the Southeast 1/4 of Section 8,  
Township 20 North, Range 18 East, City of Menasha, Calumet County, Wisconsin

### Menasha Real Estate, LLC, Owner's Certificate of Dedication

The Menasha Real Estate, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as the property owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat

The Menasha Real Estate, LLC, does further certify this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection

City of Menasha  
Calumet County  
Department of Administration

Dated this 4th day of February, 2022

In the presence of Menasha Real Estate, LLC

By RAD PADET  
print name RAD PADET

Title Managing Member

State of Wisconsin

Calumet County) ss

Personally came before me this 4th day of February, 2022; the above the property owners to me known to be the persons who executed the foregoing instrument and acknowledge the same.

John A. ... My Commission Expires DEC 18, 2024  
Notary Public, Wisconsin Iss A



### Treasurer's Certificate

We, being the duly elected, qualified and acting Treasurer's of the City of Menasha and Calumet County, do hereby certify that in accordance with the records in our office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this plat.

Constance ...  
City Treasurer Date 2-9-22

Heidi ...  
County Treasurer Date 2-14-22

### City of Menasha Common Council Approval Certificate

Resolved, that the plat of the 1st Addition to Lake Park Heights in the City of Menasha, is hereby approved by the Common Council of the City of Menasha

MM  
Mayor Date 9 February 2022

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Menasha.

Haley Kraatkramer  
City Clerk Date 2-9-2022

This Subdivision Plat is contained wholly within the property described in the following recorded instruments

the property owners of record: Menasha Real Estate, LLC  
Recording Information: Doc. 562906  
Parcel Number(s): 7-00815-85

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified December 20, 2021

Kevin M. ...  
Department of Administration

### Surveyor's Certificate

I, Scott R. Andersen, Professional Land Surveyor, hereby certify That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Menasha and Calumet County, and under the direction of Menasha Real Estate, LLC, owners of said land, I have surveyed, divided, and mapped the 1st Addition to Lake Park Heights that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed, and that this land Part of the Southwest 1/4 of the Southeast 1/4 of Section 8, Township 20 North, Range 18 East, City of Menasha, Calumet County, Wisconsin, containing 637,958 Square Feet (14.8455 Acres) of land described as follows.

Commencing at the Southeast corner of Section 8, Township 20 North, Range 18 East; thence S89°45'43"W along the south line of the Southeast 1/4 of said Section 8, 1313.67 feet to the southwest corner of Lot 60 of Lake Park Heights and to the point of beginning of the parcel to be described; thence continuing S89°45'43"W along said south line and the north line of Fords of Menasha, 274.81 feet to the east line of Lot 1 of Certified Survey Map No. 3378 and to a point of curvature of a curve to the right having a radius of 325.00 feet and a delta angle of 22°55'46"; thence Northeastly 130.06 feet along said east line and the arc of a curve which has a chord that bears N11°49'27"E, 129.20 feet; thence N23°17'20"E along said east line, 112.48 feet to a point of curvature of a curve to the left having a radius of 275.00 feet and a delta angle of 18°53'34"; thence Northeastly 90.68 feet along said east line and the arc of a curve which has a chord that bears N13°50'33"E, 90.27 feet to the north line of said Lot 1; thence N89°31'03"W along said north line, 119.33 feet to the east line of said Lot 1, 352.98 feet to the west line of the East 1/2 of the SW 1/4 of the SE 1/4, thence N00°24'02"E along said east line, 254.83 feet to the north line of said Lot 1, thence N89°35'58"W along said north line, 352.98 feet to the north line of said 1/4-1/4, thence N89°35'37"E along said north line, 658.70 feet to the east line of said 1/4-1/4 and to the west line of Lake Park Heights, thence S00°28'54"W along said common line, 1313.87 feet to the point of beginning of described parcel. Subject parcel is subject to all easements and restrictions of record

Given under my hand and the seal of the State of Wisconsin this 4th day of February, 2022

Scott R. Andersen  
Professional Land Surveyor No. S-3169

### Utility Easement Provisions

An easement for electric and communications service is hereby granted by

Menasha Real Estate, LLC, Grantor to:

We Energies (Gas), Grantee;  
Menasha Utilities, Grantee;  
AT&T Distribution, Grantee;  
Harrison Utilities, Grantee;  
and  
Time Warner Cable, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, gas, telephone and cable TV facilities and fire hydrants and public utility facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein granted; and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities or communication facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Menasha. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto

Dated this 4th day of February, 2022

In the presence of Menasha Real Estate, LLC

By RAD PADET  
print name RAD PADET

Title Managing Member

### Additional Notes:

#### Right to Farm Statement:

The lots created on this map are adjacent to properties that, as of the date of this document, are being used for agricultural purposes. Some individuals believe that the activities associated with the agricultural use constitute a nuisance or conflict with the quiet enjoyment of their property. This statement is intended to provide third parties with notice that agricultural activities may exist on the adjacent properties

#### Grading Statement:

All grading and final grades for the construction of any public or private improvement shall conform to the surface water drainage plan as approved by the City of Menasha Planning Commission

#### Benchmark Note:

Benchmarks will be established on the top bolts of the fire hydrants after utility construction has been completed.

#### Drainage Easement Statement:

City of Menasha shall have an unqualified right to enter upon any easement or outlet used for drainage for inspection and to maintain and repair all drainage ways, drainage facilities and drainage improvements. Menasha may equally assess all lots for maintenance and repair and Menasha administrative costs. The purchase of any lot constitutes a waiver of objection to assessment and agreement to pay assessments which will be placed on the annual tax bill as a special assessment

#### Drainage Easement Restrictions:

The following uses, structures and activities are prohibited in any easement or outlet used for drainage: filling, grading and excavating except for the construction of public streets, utility crossings and drainage improvements and facilities; construction or placement of any building or structure including fences, the cultivation of crops, fruits or vegetables; the planning of trees or shrubs; the dumping or depositing of ashes, waste, compost, temporary fill, or materials of any kind or nature; the storage of vehicles, equipment, materials or personal property of any kind. These restrictions may be enforced by any lot owner, homeowners' association or Menasha by proceedings in law or equity against any person violating or attempting to violate the restriction

#### Sidewalk Continuation:

Sidewalk shall be installed within the right of way of Lotus Trail and Winnipeg Street. Sidewalk continuation to run along the west side of Lotus Trail to the south side of Winnipeg St. and then along the south side of Winnipeg St. to the shown 20 foot trail easement along the west side of Lot 108 of this plat

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT BEARING-IN	TANGENT BEARING-OUT
C1	130.06	325.00	22°55'46"	N 11°49'27"E	129.20	N 00°24'02"E	N 23°17'20"E
C2	106.88	275.00	22°55'18"	N 11°50'41"E	109.12	N 23°17'20"E	N 00°24'02"E
C3	60.68	275.00	18°53'34"	N 19°02'33"E	90.27	N 23°17'20"E	N 00°24'02"E
C4	19.18	275.00	3°58'44"	S 02°23'54"W	19.17	S 00°24'02"E	S 04°27'26"W
C5	42.53	125.00	19°29'42"	N 10°08'53"E	42.33	N 00°24'02"E	N 19°53'44"E
C6	17.23	125.00	7°53'22"	S 04°51'00"W	17.22	S 08°17'59"W	S 09°24'02"E
C7	25.30	125.00	11°35'45"	S 14°06'51"W	25.26	S 19°53'44"W	S 08°17'59"W
C8	21.82	15.00	83°29'31"	N 21°48'31"E	19.95	N 83°28'47"W	N 83°28'47"W
C9	84.57	330.00	14°49'07"	N 68°18'19"W	84.57	N 48°45'50"W	N 83°28'47"W
C10	192.45	270.00	40°56'21"	N 68°11'01"W	188.40	N 48°45'50"W	N 83°28'47"W
C11	10.36	270.00	2°11'55"	S 49°51'48"E	10.36	S 50°57'45"E	S 48°45'50"W
C12	125.32	283.854	8°44'55"E	S 84°15'22"E	124.19	S 77°33'19"E	S 56°25'25"E
C13	59.77	270.00	12°02'52"	S 83°34'45"E	59.67	S 89°38'11"E	S 77°33'19"E
C14	131.34	330.00	22°48'18"	N 84°37'17"W	130.48	S 89°35'42"E	S 48°45'50"W
C15	59.47	330.00	9°38'07"	N 84°37'17"W	59.31	N 79°58'11"W	N 69°35'42"E
C16	75.87	330.00	13°11'28"	N 73°25'06"W	75.80	N 68°47'25"E	N 79°58'11"W
C17	21.82	15.00	83°29'31"	N 71°32'18"E	19.95	S 89°47'25"E	N 48°45'50"W
C18	38.47	15.00	29°23'09"	N 15°10'02"E	38.05	N 29°53'04"E	N 00°24'02"E
C19	111.51	75.00	85°11'25"	N 42°06'48"W	101.50	N 00°24'02"E	N 89°45'21"W
C20	12.00	15.00	45°50'55"	S 72°22'02"W	11.99	N 84°43'31"E	S 49°28'34"W
C21	308.81	60.00	26°38'27"	N 16°30'21"E	65.25	S 49°28'34"W	S 16°23'52"E
C22	183.29	60.00	17°06'03"	N 69°28'54"E	106.85	S 00°24'02"E	N 48°45'50"W
C23	112.58	60.00	10°30'20"	S 54°09'33"E	66.78	S 00°24'02"E	S 77°03'17"E
C24	23.71	60.00	22°38'25"	N 80°45'56"E	23.56	N 72°05'17"E	N 48°45'50"W
C25	171.71	60.00	163°16'31"	N 51°34'53"W	118.83	N 16°28'32"W	S 00°24'02"E
C26	17.88	15.00	68°16'39"	N 50°34'11"W	18.84	N 84°42'31"E	N 16°25'52"E
C27	185.88	125.00	81°11'35"	S 42°05'48"E	169.20	S 84°42'31"E	S 30°29'54"W
C28	31.08	125.00	14°14'51"	N 17°34'09"W	31.06	N 70°27'40"W	N 84°42'31"E
C29	60.00	125.00	27°30'05"	N 58°52'36"W	59.42	N 42°57'35"W	N 70°27'40"W
C30	80.00	125.00	27°30'07"	N 23°12'51"W	59.43	N 15°27'28"W	N 42°57'35"W
C31	34.77	125.00	15°28'52"	N 01°24'31"W	34.86	N 00°24'02"E	N 15°27'28"W
C32	84.11	125.00	20°23'09"	S 15°10'28"W	63.41	S 00°24'02"E	S 20°52'04"W
C33	51.45	125.00	23°34'54"	N 14°18'21"E	51.08	N 24°03'48"E	N 00°24'02"E
C34	15.26	15.00	8°46'15"	N 08°45'56"E	15.26	N 72°05'17"E	N 24°03'48"E
C35	21.82	15.00	83°29'31"	S 11°48'12"E	16.95	S 20°24'02"E	S 53°27'28"E
C36	27.13	330.00	4°23'48"	S 51°07'09"E	27.12	S 53°27'28"E	S 48°45'50"E
C37	162.08	270.00	40°43'18"	N 57°30'00"W	168.03	N 48°45'50"W	S 28°31'08"E
C38	82.34	270.00	17°28'20"	N 57°30'00"W	82.07	N 58°14'10"W	N 48°45'50"W
C39	106.72	270.00	23°18'56"	N 77°52'39"W	106.96	N 89°31'08"W	N 68°14'10"W
C40	72.81	270.00	12°45'21"	N 83°28'47"W	73.32	N 89°31'08"W	N 78°52'45"W
C41	71.82	15.00	83°29'31"	S 81°34'00"W	16.95	N 78°45'45"W	S 19°53'44"E
C42	26.52	75.00	19°29'42"	S 10°08'53"W	25.40	S 19°53'44"W	S 00°24'02"E
C43	104.42	330.00	18°26'12"	N 08°56'16"W	102.93	S 29°53'04"W	N 18°48'39"W
C44	37.42	330.00	6°38'08"	N 03°42'05"E	37.43	N 07°00'06"E	S 00°24'02"E
C45	68.97	325.00	11°46'22"	N 12°54'19"E	68.83	N 18°48'39"W	N 07°00'06"E
C46	15.36	15.00	108°19'28"	S 89°21'12"E	15.36	S 89°21'12"E	S 89°21'12"E
C47	12.58	15.00	67°11'52"	S 58°53'08"E	18.80	N 89°31'08"W	S 23°17'20"E
C48	109.53	275.00	22°49'15"	S 11°52'45"W	108.81	S 23°17'20"E	S 00°24'02"E
C49	40.74	275.00	8°20'20"	N 10°02'40"E	40.71	N 12°48'51"E	S 23°17'20"E
C50	69.78	275.00	14°19'55"	N 07°38'03"E	68.81	N 00°24'02"E	N 14°48'01"E

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