

SIGN EASEMENT AGREEMENT

Document Number

Document Title



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3019760

CHERYL BERKEN  
BROWN COUNTY  
REGISTER OF DEEDS  
GREEN BAY, WI  
RECORDED ON

10/12/2022 02:25 PM

REC FEE: 30.00

TRANS FEE:

EXEMPT #

PAGES: 3

Recording Area

Name and Return Address

Jesse Troestler  
Lotus Properties, LLC  
W 5031 Cherrywood Dr.  
Sherwood, WI 54169

*Handwritten initials*

THIS SIGN EASEMENT AGREEMENT (this "Agreement") is entered into as of this 12th day of October 2022 (the "Effective Date"), by and between the owner of 901 Parkview Dr., in the Village of Ashwaubenon, Wisconsin (the "Grantor") and the owner of 3091 Market St., in the Village of Ashwaubenon, Wisconsin (the "Grantee").

RECITALS:

A. Grantor is the owner of certain real property located at 901 Parkview Rd. as described on the attached Exhibit A (the "Property"), which Property is located adjacent to 3091 Market St.

B. Grantor and Grantee now wish to enter into this Agreement to establish a permanent easement upon the Property for the exclusive use of the sign described on the attached Exhibit A by the Grantee, to be maintained by the Grantee for the benefit of the Grantee, as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Grantee agree as follows:

1. Grant of Easement. The Grantor grants and establishes a permanent easement over and across that portion of the Property described on the attached Exhibit A (the "Easement Area"). The foregoing easement shall include the non-exclusive right of access to the Easement Area in order to maintain, repair or replace the sign.

2. Maintenance. The sign shall be kept in good repair at all times at the exclusive cost of the Grantee. The size, location and height of the sign shall not be changed or modified without the consent of the Grantor, which consent will not be unreasonably withheld. Grantor shall provide uninterrupted power to the sign; the recurring expense of such power shall be the exclusive cost of the Grantee.

3. Continued Use. The Grantor and each subsequent owner shall retain the right to use the Easement Area in any way that does not materially interfere with the easement rights granted hereunder; provided, however, that in no event shall any buildings or other structures be erected in the Easement Area.

4. Severability. If any term or provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then such holding shall not affect any other terms or provisions of this Agreement, and the same shall continue to be effective to the fullest extent permitted by law.

5. Term. The easements, covenants, and all other rights and obligations established hereby shall be perpetual.

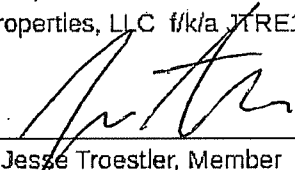
6. Binding Effect. The covenants contained in this Agreement and the easement established hereunder shall bind and inure to the benefit of the Grantee and its successors and assigns, and shall constitute covenants that run with the land and shall be amended, modified, or terminated, if at all, only by the written agreement of the Grantor and the Grantee.

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

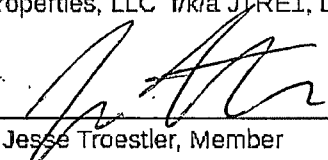
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date written above.


1) Grantor; Owner of 901 Parkview Dr., Ashwaubenon, Wisconsin  
Lotus Properties, LLC f/k/a JTRE1, LLC

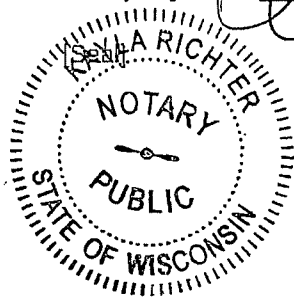
By:   
Jesse Troestler, Member

2) Grantee; Owner of 3091 Market St., Ashwaubenon, Wisconsin  
Lotus Properties, LLC f/k/a JTRE1, LLC

By:   
Jesse Troestler, Member

State of Wisconsin, County of Brown  
This document was signed before me by Jesse Troestler  
on this ~~11th~~ day of October, 2022.

10th  
Notary Signature 



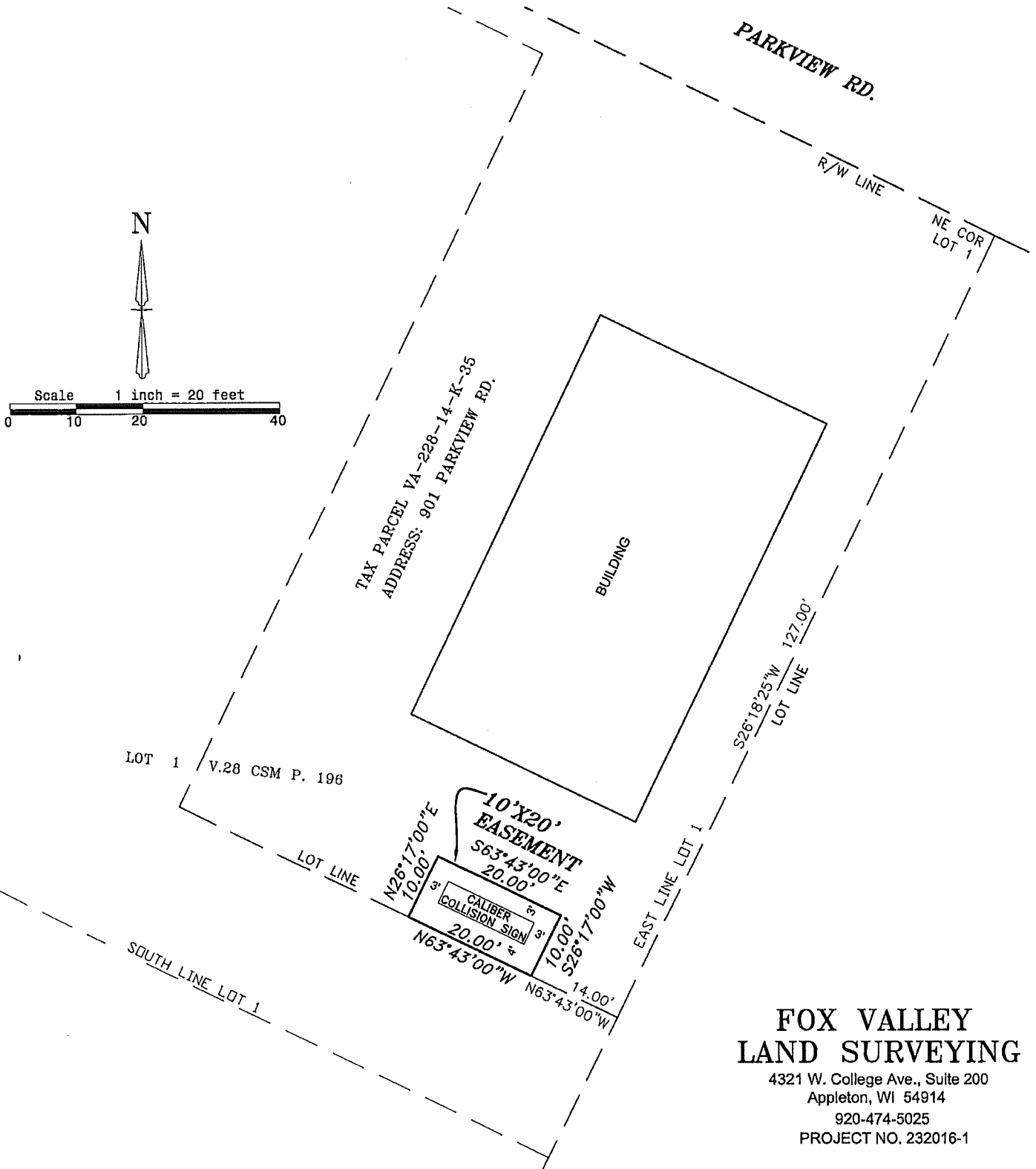
DRAFTED BY: JESSE TROESTLER

# EXHIBIT "A" FOR EASEMENT

## LEGAL DESCRIPTION OF EASEMENT:

PART OF LOT 1 OF VOLUME 28 OF CERTIFIED SURVEY MAPS, PAGE 196, RECORDED AS DOCUMENT 1322886, BEING ALL OF LOT 18 OF "ASHWAUBENON INDUSTRIAL PARK FIRST ADDITION", LOCATED ON THE WEST SIDE OF THE FOX RIVER, VILLAGE OF ASHWAUBENON, BROWN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 26 DEGREES 18 MINUTES 25 SECONDS WEST 127.00 FEET, ALONG THE EAST LINE OF SAID LOT 1; THENCE NORTH 63 DEGREES 43 MINUTES 00 SECONDS WEST 14.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 63 DEGREES 43 MINUTES 00 SECONDS WEST 20.00 FEET; THENCE NORTH 26 DEGREES 17 MINUTES 00 SECONDS EAST 10.00 FEET; THENCE SOUTH 63 DEGREES 43 MINUTES 00 SECONDS EAST 20.00 FEET; THENCE SOUTH 26 DEGREES 17 MINUTES 00 SECONDS WEST 10.00 FEET, TO THE POINT OF BEGINNING.



**FOX VALLEY  
LAND SURVEYING**

4321 W. College Ave., Suite 200  
Appleton, WI 54914  
920-474-5025  
PROJECT NO. 232016-1

EASEMENT

Document Number

Document Title

2066558

CATHY WILLIQUETTE  
BROWN COUNTY RECORDER  
GREEN BAY, WI

RECORDED ON  
10/01/2003 01:16:50PM

REC FEE: 19.00  
TRANS FEE:  
EXEMPT #  
PAGES: 5

Recording Area

Name and Return Address

Joseph H. Paradise  
531 Acorn Dr.  
Oneida, Wi., 54155

1900 ③

VA-228-14-K-35

Parcel Identification Number (PIN)

"This page is part of this legal document DO NOT REMOVE "

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.  
Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRDA 2/99

## EASEMENT

**AGREEMENT** made and effective this 30th day of September, 1999, by and between V & L ENTERPRISES, a Wisconsin general partnership, ("V & L") with principal offices located at 2315 South Oneida Street, Appleton, Wisconsin 54915, and JOSEPH H. PARADISE and CAROLINE F. PARADISE, ("Paradise"), adults residing at 531 Acorn Drive, Oneida, Wisconsin 54155-9246.

### RECITALS

A. V & L is the owner of a parcel of land located in the Village of Ashwaubenon, Wisconsin, which dimensions are 200 feet by 150 feet and is commonly known as 901 Parkview Road, with parcel identification number VA-228-14-K-35, legally described as follows and shall be referred to herein as "Parcel A":

Lot 1, Volume 28 Certified Survey Maps, Page 196, said map being a part of Lot 18, Ashwaubenon Industrial Park First Addition, according to the recorded Plat thereof, in the Village of Ashwaubenon, Brown County, Wisconsin. *GSM 4426*

B. Paradise is the owner of a parcel of land located in the Village of Ashwaubenon, Wisconsin, which is contiguous to the south lot line of Parcel A consisting of approximately 30,000 sq. feet and commonly known as 3095 Market Street, with parcel identification number VA-228-14-K-35-B, legally described as follows and shall be referred to herein as "Parcel B":

Lot 3, Volume 28 Certified Survey Maps, Page 196, said map being a part of Lot 18, Ashwaubenon Industrial Park First Addition, according to the recorded Plat thereof, in the Village of Ashwaubenon, Brown County, Wisconsin.

C. The parties by this agreement desire to create an easement over a certain portion of Parcel A for the benefit of Parcel B in accordance with the following terms and provisions:

### COVENANTS

**NOW, THEREFORE**, in consideration of the mutual terms and provisions contained herein, the parties agree as follows:

1. **Recitals.** The foregoing Recitals are made a part hereof and incorporated herein by reference.

2. **Conveyance of Easement.** V & L hereby agrees to grant and convey, for the period ending November 1, 2009, to Paradise an easement for driveway purposes over and across the southern most 10 feet of Parcel A which is a strip of land 10 feet x 200 feet ("Easement Area").

3. **Definition.** "Driveway Purposes" as used herein shall mean vehicular traffic for purposes of ingress and egress to Parcel B, parking of vehicles related to the use of Parcel B and the piling and storage of snow. No other use shall be permitted unless the written consent of V & L is obtained. There shall not be constructed in the Easement Area any structure, fence or barrier of any kind. The use by Paradise shall be non-exclusive and V & L shall continue to have the use of the Easement Area which use shall not interfere with the use of Paradise.

4. **Maintenance and Repair.** The Easement Area shall be maintained in good repair by Paradise at their sole cost and expense during the term of this agreement.

5. **Consideration.** Paradise agrees to pay the entire cost to have the Easement Area and additional portions of Parcel A surfaced with gravel and 3 inch thick asphalt applied in two layers in the areas depicted on the attached drawing which discloses a total area to be surfaced in asphalt of about 8,000 sq. feet. The surface construction is to be undertaken by Tri County Asphalt and to be completed no later than October 15, 1999. Paradise shall make payment in full to Tri County Asphalt within ten (10) days of its presentation of its final bill for services rendered.

6. **Easement with Land.** This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this agreement, their respective heirs, successors or assigns.

7. **Notices.** Any notices provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

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

9. **Entire Agreement.** This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind proceeding the date of this agreement shall not be binding upon either party except to the extent incorporated into this agreement.

10. **Modification.** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing, signed by each party, or an authorized representative of each party.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at the Village of Ashwaubenon, Wisconsin, the date first set forth above.

V & L ENTERPRISES,  
a Wisconsin General Partnership:

By: C. Lutz  
Craig Lutz, General Partner

Joseph H. Paradise  
Joseph H. Paradise

By: Terry Van Asten  
Terry Van Asten, General Partner

Caroline F. Paradise  
Caroline F. Paradise

ACKNOWLEDGMENT

STATE OF WISCONSIN)  
  )ss  
OUTAGAMIE COUNTY )

Execution of the foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 1999, by Craig Lutz and Terry Van Asten, General Partners of V & L Enterprises, a Wisconsin general partnership.

Richard A. Stack, Jr.  
Attorney Richard A. Stack, Jr., Notary Public  
Outagamie County, State of Wisconsin  
My commission is permanent.

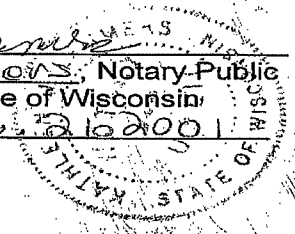


**ACKNOWLEDGMENT**

STATE OF WISCONSIN)  
Brown )ss  
COUNTY)

Execution of the foregoing instrument was acknowledged before me this 30th day of September, 1999, by Joseph H. Paradise and Caroline F. Paradise.

Kathleen M. Lemmons  
Kathleen M. Lemmons, Notary Public  
Brown County, State of Wisconsin  
My commission expires: Jan. 21, 2001



This Instrument Drafted By:  
Attorney Richard A. Stack, Jr.  
303 South Memorial Drive  
Appleton, Wisconsin 54911