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RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
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LAND COVENANT

**ACCEPTANCE OF CONDITIONS FOR
VILLAGE ACCOMMODATIONS FOR TREE**

Return to:
Ritger Law Office \$ 30
PO Box 371
Random Lake, WI 53075

THIS COVENANT, made this 14th day of August, 2017, by **DENIS A. MUELLER** and **LILA M. MUELLER**, husband and wife, **Grantors**, for the use and benefit of all persons from time to time resident or owning property within the boundaries of the **VILLAGE OF BELGIUM**, Ozaukee County, Wisconsin, and for the use and benefit of the said **VILLAGE OF BELGIUM**, in its own right and as agent for the purpose of enforcing these presents on behalf of the above described class of persons, **Grantees**.

The premises affected by these presents (hereinafter called the Premises) are described as follows:

Lot Twenty-two (22) of Block Two (2) in Assessor's Plant of the Village of Belgium, Ozaukee County, Wisconsin, excepting therefrom the North 250 feet thereof.
Tax Parcel No. 18-050-02-22-000

Grantors warrant and covenant that at the time of the ensembling and delivery of these presents they are the sole owners of the Premises and that no other person has any estate or interest therein except by reason of easements for public utilities, building restrictions, dedications to the public or public bodies, instruments not of record, and mortgages to financial institutions.

In consideration for the accommodations granted by the Village for the preservation of a certain maple tree located on the southern edge of the Premises, which accommodations shall include a deviation of the public sidewalk and the Village notifying contractors to exercise reasonable and prudent care with respect to said tree during construction of the public improvements adjacent to said tree during the Main Street project, the Grantors do hereby warrant, covenant and agree as follows:

1. Grantors shall indemnify and hold harmless the Village from any claims, damages, losses and expenses whatsoever related to the death or other impairment of said tree, as well as any other claims made by third parties who may be adversely affected by said tree. Grantors shall at all times maintain appropriate liability insurance related to said tree.
2. Grantors shall arrange and pay for professional pruning of said tree during the winter of

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1. The first part of the document is a list of names and addresses of the members of the committee.

2. The second part of the document is a list of names and addresses of the members of the committee.

3. The third part of the document is a list of names and addresses of the members of the committee.

4. The fourth part of the document is a list of names and addresses of the members of the committee.