

TEMPORARY EASEMENT

Parcel ID Number: WAKC 1359 183

After recording return to:
Jonathan Schapekahm
City of Waukesha Engineering Division
201 Delafield St 2nd Fl
Waukesha WI 53188

The Grantor, **Alpha Limited Partnership**, a Wisconsin limited partnership, for a good and valuable consideration, hereby conveys to the Grantee, the **City of Waukesha, Wisconsin**, a temporary easement as described below, across and upon the following-described real property in Waukesha County, Wisconsin, subject to all of the terms herein:

Legal Description of Temporary Easement Area

Part of Lot 180, Fox Point Village Addition No. 2, being a part of the Northeast 1/4 of the Southwest 1/4 of Section 16, Township 6 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Lot 180, said point lying on the North line of Les Paul Parkway; thence North 26° 45' 19" West 33.10 feet to the point of beginning of lands to be described; thence South 88° 13' 42" West 203.74 feet to a point; thence North 01° 46' 18" West 20.00 feet to a point; thence North 88° 13' 42" East 194.42 feet to a point; thence North 38° 15' 40" East 61.94 feet to a point; thence South 51° 44' 20" East 20.00 feet to a point; thence South 38° 15' 40" West 71.26 feet to the point of beginning.

Also see the attached Exhibit A.

Terms of Easement

- 1. Purpose.** This temporary easement is to facilitate the installation and construction by the Grantee of sanitary sewerage facilities within the 30' sanitary sewer and forcemain easement lying in the southerly portion of Lot 180 of Fox Point Village Addition No. 2, as shown in the Plat of Fox Point Village Addition No. 2, recorded March 3, 1977 by the Register of Deeds for Waukesha County, at Book 43, pages 165 and 166, as Document No. 986459. That easement is referred to herein as the Sanitary Sewer Easement. The Temporary Easement Area lies adjacent to the Sanitary Sewer Easement.
- 2. Grant of Temporary Easement.** The Grantor grants to the Grantee an easement and right-of-way over and upon the Temporary Easement Area to construct, install, operate, inspect, maintain, repair, improve, supplement, replace, reconstruct, and remove sanitary sewerage facilities in the Sanitary Sewer Easement; along with a right of ingress and egress across the real property on which the Temporary Easement Area lies, as reasonably required for the Grantee and the Grantee's contractors to perform such work. During times at which such work is being done, Grantee and Grantee's contractors may also place equipment and materials within the Temporary Easement Area and adjoining and adjacent areas as reasonably required to perform such work.
- 3. Term of Temporary Easement.** This Temporary Easement shall be effective as of its date of execution and shall terminate upon completion of the construction work within the Sanitary Sewer Easement and the final removal of all equipment and materials from the Temporary Easement Area.
- 4. Restrictions within Easement Area.** During the term of this Temporary Easement, Grantor shall give exclusive occupancy and control of the Temporary Easement Area to Grantee and Grantee's contractors, and shall not place any materials or vehicles there or otherwise interfere with Grantee's work there.
- 5. Removal of Items from Easement Area.** In order to perform any activities authorized in section 2, Grantee may remove any items from the Temporary Easement Area which are in violation of section 4, and Grantee shall not be liable for damage to such

items resulting from removal. However, Grantee shall provide Grantor advance notice of any removals from the Temporary Easement Area, and shall cooperate with Grantor to minimize damage to items to be removed.

6. **Indemnification.** The Grantee shall indemnify the Grantor from and against all damages, liabilities and losses, including those arising from personal injury, death, and property damage, and including reasonable attorney fees, arising as a proximate result of Grantee's presence upon or use of the Temporary Easement Area; except those liabilities, damages or losses arising to any extent from the acts or omissions of the Grantor or Grantor's permittees, licensees, employees, agents, or contractors.
7. **Restoration of Surface.** Grantee shall restore the surface of the Temporary Easement Area and the parcel across which the Temporary Easement Area lies, disturbed by any of Grantee's acts permitted under section 2, as nearly as is reasonably possible to its condition before the disturbance. The Grantee shall not be required to replace pavement, trees, or bushes.
8. **Covenants Run with Land.** All of the terms and conditions of this instrument shall run with the land, shall be binding upon and inure to the benefit of, all of Grantor's and Grantee's successors in interest.
9. **Governing Law.** This instrument shall be construed and enforced in accordance with the laws of the State of Wisconsin.
10. **Entire Agreement.** This instrument 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 recorded in the office of the Register of Deeds of Waukesha County, Wisconsin.
11. **Notices.** All notices to either party to this instrument 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, the party giving 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.
12. **Severability.** If any term or condition of this instrument is deemed invalid or unenforceable by a court of competent jurisdiction, such invalid or unenforceable provision shall be severed and the remainder shall remain fully enforceable.
13. **Waiver.** Waivers of the right to exercise any right granted by this instrument shall not be deemed, inferred or construed by the acts or inactions of the parties, and shall only be effective if expressly stated, in writing, by the waiving party.
14. **Costs of Enforcement.** If a lawsuit is commenced to enforce this instrument, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees.
15. **No Public Dedication.** The rights granted by this instrument shall not be deemed to be a public dedication of any fee interest in the Easement Area.
16. **No Eminent Domain.** The Grantor acknowledges that the grant of interests by this instrument is voluntary, mutual, and consensual, is not condemnation or an exercise of eminent domain, and Grantor waives all rights under Chapter 32 of the Wisconsin Statutes.

Executed this 8th day of September, 2022.

Grantor: Alpha Limited Partnership

Raymond J. Perry

By _____, General Partner
Title: _____

State of Wisconsin }
 } ss.
Waukesha County }

Raymond J. Perry personally came before me this 8th day of September, 2022, and is known to me to be the person who executed this instrument in the indicated capacity and acknowledged the same.

Linda A. Sobstad
Linda A. Sobstad, Notary Public,
Waukesha County, Wisconsin
My commission (is permanent)(expires 6/9/2023)



Grantee: City of Waukesha

By Shawn N. Reilly, Mayor

Attest: Gina L. Kozlik, City Clerk

State of Wisconsin }
 } ss.
Waukesha County }

Shawn N. Reilly and Gina L. Kozlik personally came before me this _____ day of _____, 2022, and are known to me to be the persons who executed this instrument in the indicated capacities and acknowledged the same.

_____, Notary Public,
Waukesha County, Wisconsin
My commission (is permanent)(expires _____)

This instrument was drafted by City of Waukesha Department of Public Works.

EXHIBIT A

TEMPORARY EASEMENT

Part of Lot 180, Fox point Village Addition No. 2, being a part of the Northeast 1/4 of the Southwest 1/4 of Section 16, Township 6 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, bounded and described as follows:

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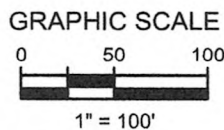
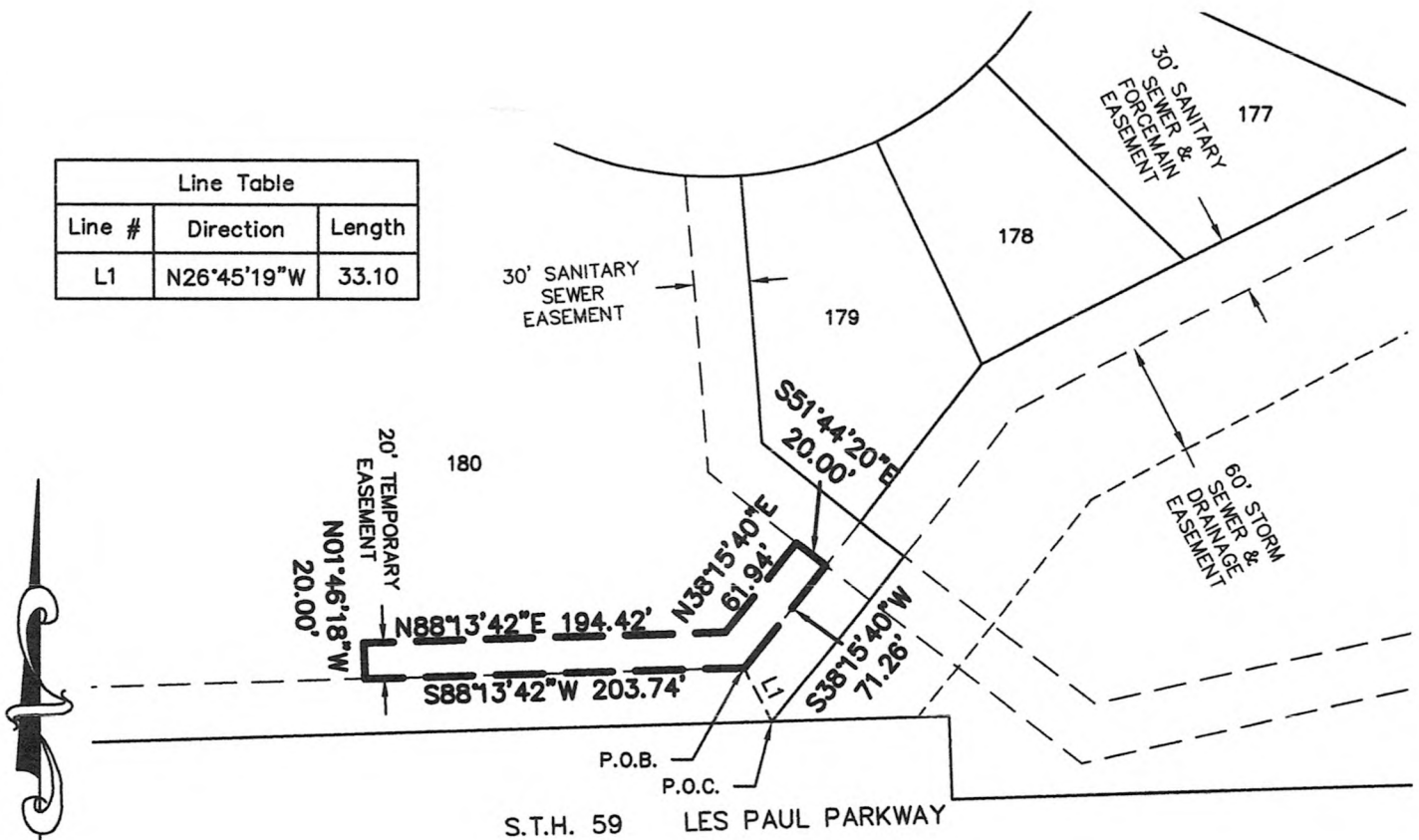
Said land contains 5,314 square feet or 0.1220 acres.

May 2, 2022

Drawing No. 168613-RMK

Bearings are based on Wisconsin State Plane Coordinates, South Zone (NAD83)

Line Table		
Line #	Direction	Length
L1	N26°45'19"W	33.10



raSmith
CREATIVITY BEYOND ENGINEERING

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