

**DECLARATION OF STORM WATER  
EASEMENT**

DOCUMENT NO.

**THIS DECLARATION OF STORM WATER EASEMENT** (the “**Declaration**”) is made and is effective as of the 29 day of September, 2023 by 707 Executive Place Holdings LLC, a Wisconsin limited liability company, and assigns (“**Grantor**”) and consented to by the **CITY OF WAUKESHA**, a municipal corporation (“**City**”).

WITNESSETH:

**WHEREAS**, Grantor is the owner of that certain real property situated in the City of Waukesha, Waukesha County, Wisconsin, as more particularly described in Exhibit A attached hereto and incorporated herein (the “**Grantor Property**”);

**WHEREAS**, the City created a storm drainage facilities easement (the “**CSM Easement**”) through the recording of Certified Survey Map. No. 10640, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on January 15, 2009 as Document No. 3619473 (the “**CSM**”);

**WHEREAS**, the CSM Easement creates a drainage easement for the storm water from Executive Place to the stormwater pond located on Outlot 1 of CSM 12021 and conveys the storm water through a depression created by swales (the “**Ditch**”) over both the CSM Easement and the surface of Grantor’s Property and discharging into the City’s pond located on Outlot 1 of CSM No. 12021, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on June 17, 2020 as Document No. 4484369, as further set forth on Exhibit B (the “**Current Drainage System**”);

**WHEREAS**, the City requires a drainage easement on the Grantor Property to document the Current Drainage System.

**NOW, THEREFORE**, Grantor hereby agrees to the following:

**1. Grant of Easement for Drainage System.** Subject to the terms and conditions of this Declaration, Grantor grants and conveys to the City, a perpetual, non-exclusive easement for the conveyance of storm water through the Ditch as on the Grantor Property in the location depicted on Exhibit B and described on Exhibit C attached hereto and incorporated herein for the purpose of continuing to use the Current Drainage System for the discharge of storm water and other natural waters (including pond overflows) from the adjacent properties and the Grantor’s

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

WAKC1382003002

Parcel Identification Number

Property. Grantor reserves and retains the right to continue to discharge its storm water into the Current Drainage System notwithstanding this Declaration.

2. **Drainage System Maintenance.** The City shall repair and maintain the Current Drainage System as may be required to maintain the Current Drainage System in good order and repair. The city shall ensure that all drainage remains within the Ditch and Current Drainage System and shall take all required action as may be necessary to comply with this requirement. The Grantor shall in no case be responsible for maintaining any portion of the Current Drainage Easement.

3. **No Further Use.** Except with the prior written consent of Grantor, no other party shall grant, convey, or permit any easement, license, or any other right or interest to use the Current Drainage System or drain storm water or other water run-off to or through the Current Drainage System. Any such attempted grant, conveyance, or permission shall be null and void and without force or effect.

4. **Severability.** All provisions of this Declaration are deemed severable, and if any one or more provision is deemed unenforceable for any reason, the remaining provisions shall remain in full force and effect.

5. **Amendments.** This Declaration may be amended only by a writing signed by the then current owner of the Grantor Property. This easement may not be modified or amended, except by a writing executed and delivered by the Grantee and Grantor or their respective successors and assigns

6. **Enforcement.** Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.

7. **Governing Law; Construction.** This Declaration shall at all times be enforced in accordance with the laws of the State of Wisconsin.

8. **Successors.** All of the obligations of the Grantor under this Declaration shall bind and inure to the benefit of its respective heirs, personal representatives, successors, grantees and assigns and the restrictions, covenants and obligations pertaining to this Declaration shall run with the land and shall continue until this Declaration is terminated or expires.

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF**, this Declaration is effective as of the day, month and year first above written.

707 EXECUTIVE PLACE HOLDINGS LLC

By: Joshua R. Kozinski  
Print Name: Joshua Kozinski  
Print Title: Manager

CONSENTED TO BY:

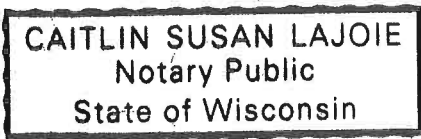
CITY OF WAUKESHA

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF Waukesha )

On this 29 day of September, 2023, personally came before me Joshua Kozinski, the Manager of 707 Executive Place Holdings LLC, and to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.

[Notarial Seal]



Caitlin Susan Lajoie  
Caitlin Susan Lajoie  
Notary Public, State of Wisconsin  
My Commission: 02/09/2024

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2023 personally came before me \_\_\_\_\_, the \_\_\_\_\_ of the City of Waukesha, and to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.

[Notarial Seal]

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

This instrument was drafted by:  
Lisa Wood  
Amundsen Davis, LLC  
111 East Kilbourn Avenue, Suite 1400  
Milwaukee, Wisconsin 53202

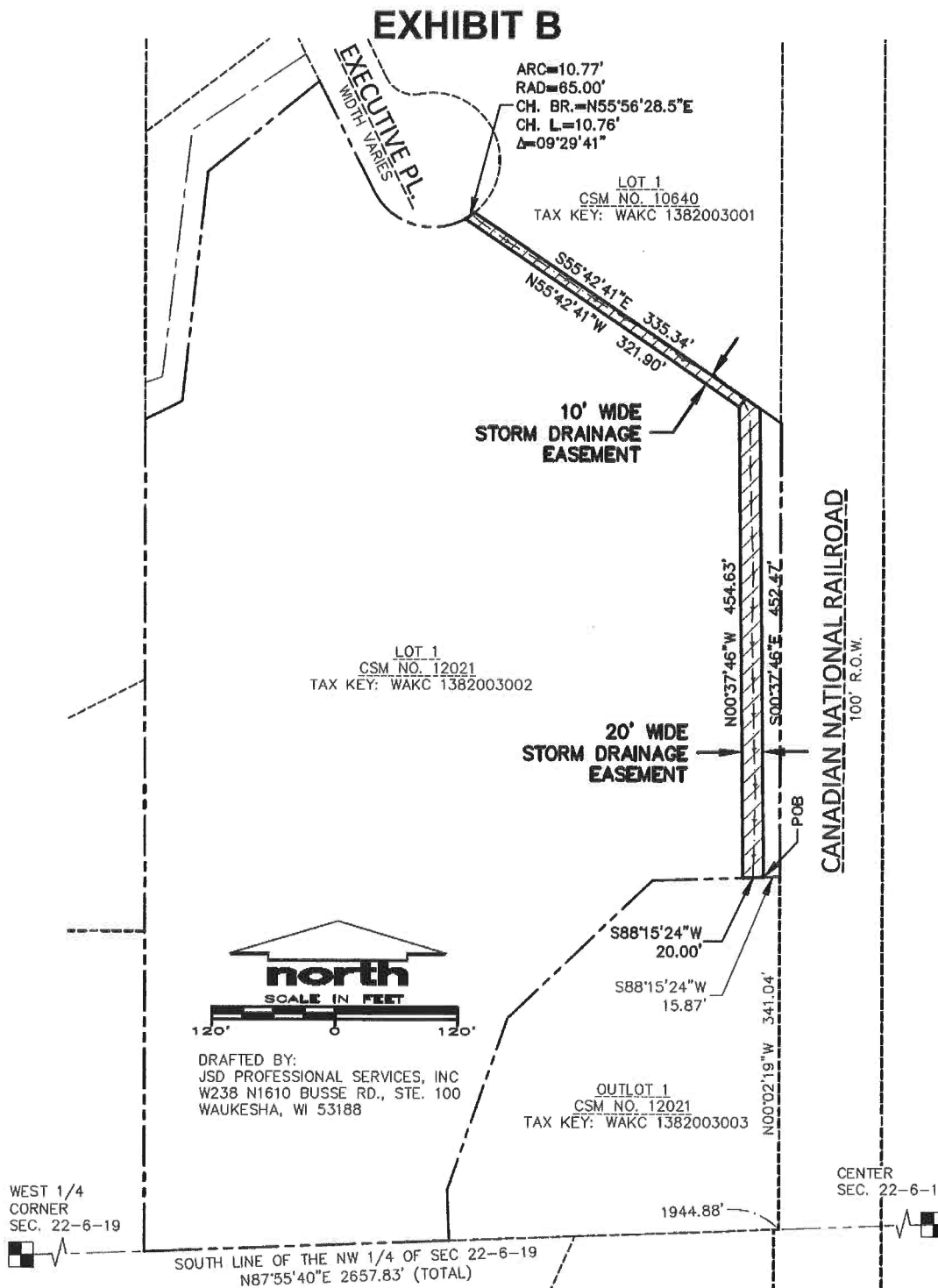
**EXHIBIT A**

**LEGAL DESCRIPTION OF GRANTOR PROPERTY**

Lot One (1) of CERTIFIED SURVEY MAP NO. 12021, recorded with the Waukesha County Register of Deeds on June 17, 2020, as Document No. 4484369, being a redivision of Lot 3 of Certified Survey Map No. 9455, being a part of the Northwest ¼ of Section 22, Township 6 North, Range 19 East, City of Waukesha, Waukesha County, State of Wisconsin.

# EXHIBIT B

## DEPICTION OF DRAINAGE EASEMENT AREA



## EXHIBIT C

### **DESCRIPTION OF DRAINAGE EASEMENT**

Being a part of the Northwest 1/4 of Section 22, Township 6 North, Range 19 East, located in the City of Waukesha, Waukesha County, Wisconsin.

Commencing at the West 1/4 corner of Northwest 1/4 of Section 22, Township 6 North, Range 19 East; thence North  $87^{\circ}55'40''$  East along south line of said Northwest 1/4 section, 1944.88 feet to the southeast corner of Outlot 1 of Certified Survey Map No. 12021; thence North  $00^{\circ}02'19''$  West along the east line of said Outlot 1, 341.04 feet to the northeast corner of said Outlot 1; thence South  $88^{\circ}15'24''$  West along the north line of said Outlot 1, 15.87 feet to the point of beginning.

Thence continuing South  $88^{\circ}15'24''$  West along the north line of said Outlot 1, 20.00 feet; thence North  $00^{\circ}37'46''$  West, 454.63 feet; thence North  $55^{\circ}42'41''$  West, 321.90 feet to the south right-of-way line of Executive Place and a point on a curve; thence northeasterly 10.77 feet along said south right-of-way line and along the arc of said curve to the left, whose radius is 65.00 feet and whose chord bears North  $55^{\circ}56'28.5''$  East, 10.76 feet to the north corner of Lot 1 of Certified Survey Map No. 12021; thence South  $55^{\circ}42'41''$  East along the north line of said Lot 1, 335.34 feet, thence South  $00^{\circ}37'46''$  East, 452.47 feet to the point of beginning.