

EASEMENT
Sanitary Sewerage Easement Agreement

Parcel ID Number: WAKC 1359 184

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 permanent sanitary sewer 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 Easement Area

Part of Lot 181, 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 Northeast corner of said Lot 181, said point also on the West line of Oakdale Road; thence South 00° 37' 28" East along said West line 30.00 feet to the point of beginning of lands to be described; thence continuing South 00° 37' 28" East along said West line 43.60 feet to a point; thence South 60° 59' 07" West 400.46 feet to a point; thence South 64° 43' 30" West 353.67 feet to a point; thence North 51° 44' 20" West 6.38 feet to a point; thence North 38° 15' 40" East 54.52 feet to a point; thence North 64° 43' 30" East 306.73 feet to a point; thence North 60° 59' 07" East 381.76 feet to a point; thence North 00° 37' 28" West 22.37 feet to a point; thence North 62° 31' 10" East 7.22 feet to a point; thence North 89° 22' 32" East 23.42 feet to the point of beginning.

Also see the attached Exhibit A.

Terms of Easement

1. **Grant of Easement.** The Grantor grants to the Grantee a perpetual easement and right-of-way over, upon and beneath the surface of the Easement Area to construct, install, operate, inspect, maintain, repair, improve, supplement, replace, reconstruct, and remove sanitary sewerage facilities; along with a right of ingress and egress across the real property on which the 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 Easement Area and adjoining and adjacent areas as reasonably required to perform such work. The size, type and quantity of the sewerage facilities shall be as reasonably determined by the Grantee. All sewerage facilities shall be located at or below grade.
2. **Ownership of Sewerage Facilities in the Easement Area.** All sewerage facilities installed by Grantee in the Easement Area shall be, and remain, the property of the Grantee.
3. **Restrictions within Easement Area.** Grantor, and any persons or entities under contract with Grantor or subject to Grantor's direction or control, shall not do any of the following within the Easement Area without the expressed, written, prior approval of the Grantee:
 - a. Place or construct any buildings or other permanent structures.
 - b. Change the grade elevations.
 - c. Excavate.
 - d. Plant trees or bushes that would reasonably be expected to grow to more than four feet in height.

- e. Drive posts, drive stakes longer than 12 inches, drive pilings, drive helical footings, or bore holes of any size.
 - f. Place pavement, curbs or sidewalks.
 - g. Place any items or do any acts which reasonably should be expected to interfere with Grantee's rights granted in section 1.
4. **Removal of Items from Easement Area.** In order to perform any activities authorized in section 1, Grantee may remove any items from the Easement Area which are in violation of section 3, and Grantee shall not be liable for damage to such items resulting from removal. However, Grantee shall provide advance notice of work to be performed in the Easement Area, and shall cooperate with Grantor to minimize damage to items to be removed from the Easement Area.
 5. **Consistent Uses Allowed.** The Grantor reserves the right to use the Easement Area for all uses and purposes that will not interfere with the rights granted to Grantee by this instrument.
 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, use of, installation of improvements on or in, or exercise of the rights granted by this instrument on or in, the 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 Easement Area and the parcel across which the Easement Area lies, disturbed by any of Grantee's acts permitted under section 1, 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. **No Waiver by Non-Use.** Neither non-use nor limited use of the rights granted by this instrument shall constitute a waiver or partial waiver of later exercise and enforcement of such rights.
 10. **Governing Law.** This instrument shall be construed and enforced in accordance with the laws of the State of Wisconsin.
 11. **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.
 12. **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.
 13. **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.
 14. **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.
 15. **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.
 16. **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.
 17. **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.

Lynnda A. Soostad
Lynnda A. Soostad, 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

PERMANENT SANITARY SEWER EASEMENT

Part of Lot 181, 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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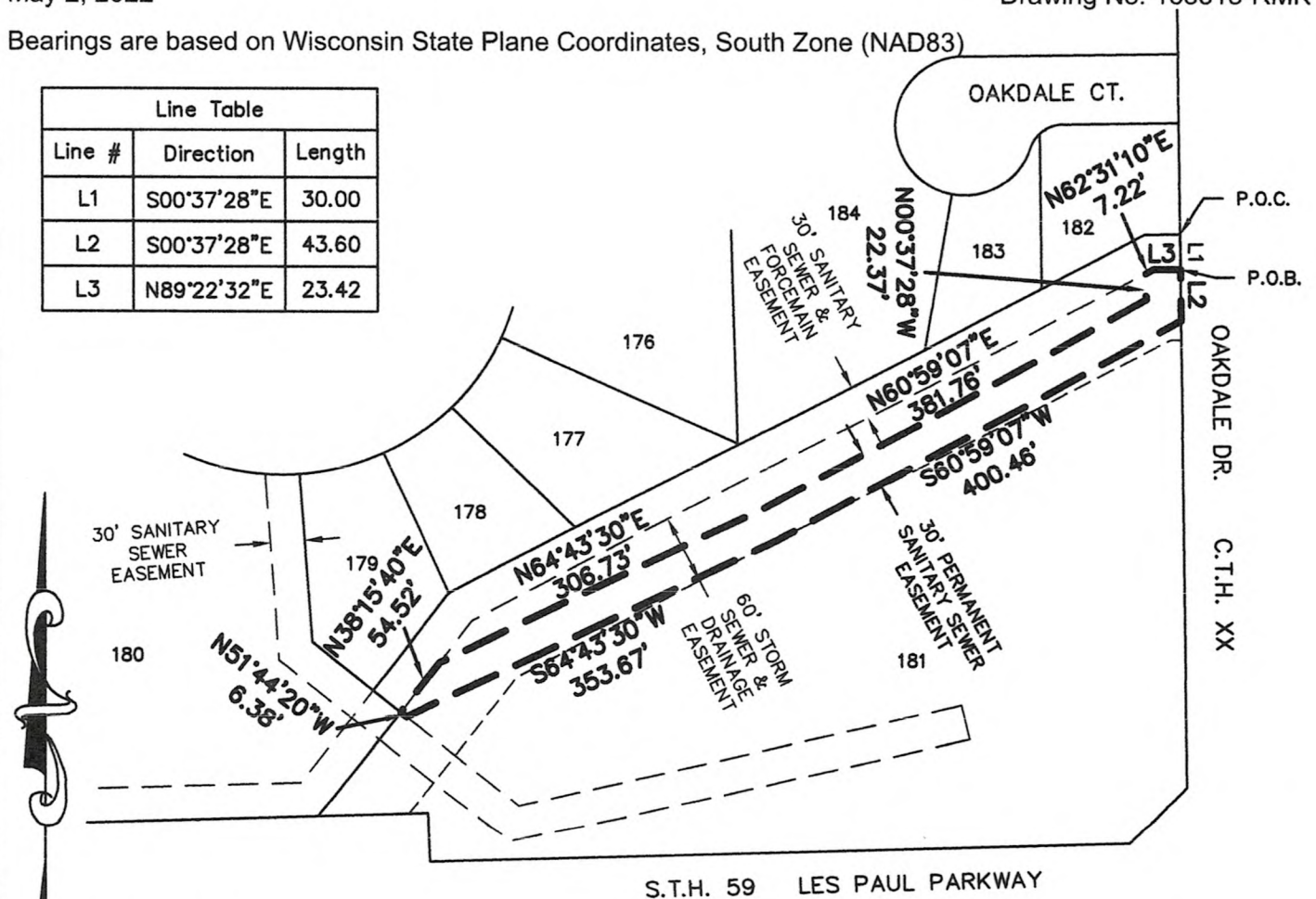
Said land contains 22,836 square feet or 0.5242 acres.

May 2, 2022

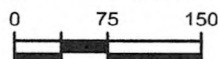
Drawing No. 168613-RMK

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

Line Table		
Line #	Direction	Length
L1	S00°37'28"E	30.00
L2	S00°37'28"E	43.60
L3	N89°22'32"E	23.42



GRAPHIC SCALE



1" = 150'

raSmith

CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000

rasmith.com