

**DEED**  
Pedestrian Path Easement

Parcel ID Number: WAKC 1333 131 001

After recording return to:  
Catherine E. Jorgens, Counsel  
Carroll University Inc.  
100 N East Ave  
Waukesha WI 53186

The Grantor, **City of Waukesha, Wisconsin**, for a good and valuable consideration, hereby conveys to the Grantee, **Carroll University, Inc.**, a Pedestrian Path Easement, across and upon the following-described real property in Waukesha County, Wisconsin, referred to as the Easement Area, subject to all of the terms stated below:

All that part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section 10, Town 6 North, Range 19 East and being part of Block B in Laflin's Second Addition to the Village of Waukesha and being part of Lot 1 of Certified Survey Map No. 10942 recorded as Document No. 3891244, City of Waukesha, Waukesha County, Wisconsin bounded and described as follows: Commencing at the Southwest corner of Lot 1 of Certified Survey Map No. 10942 recorded in Book 106 on Pages 280 to 282 inclusive as Document No. 3891244; thence North 39°49'49" East 248.62 feet along the West line of said Lot 1, also being the Southeasterly line of the Wisconsin Central Ltd. railroad right-of-way, to the South line of West College Avenue; thence North 87°57'27" East 16.12 feet along said South line of West College Avenue; thence South 39°49'49" West 150.76 feet; thence South 50°10'11" East 10.00 feet; thence South 39°49'49" West 40.00 feet; thence North 50°10'11" West 10.00 feet; thence South 39°49'49" West 57.93 feet to the South line of said Lot 1 of Certified Survey Map No. 10942; thence South 88°09'01" West along said South line 16.07 feet to the place of beginning.

As further described in the attached Exhibit A.

**Terms of Easement**

1. **Grant of Easement.** The Grantor grants to the Grantee, and Grantee's licensees and permittees, a perpetual easement over and across the Easement Area to construct, maintain, operate, use, reconstruct, and remove a paved pedestrian access path, over and across the Easement Area, in accordance with the terms of this instrument.
2. **Allowable Uses.** Grantee may use the Easement Area for pedestrian ingress and egress from the public sidewalk on College Avenue to the Grantee's athletic field and facilities at the South end of the Easement Area, as well as all reasonably-necessary activities associated with such uses or in connection with Grantee's obligations hereunder.
3. **Allowed Improvements.** Grantee may construct the following improvements within the Easement Area, all at the Grantee's sole expense:
  - a. **Pavement.** Asphalt or concrete pavement, no greater than 10 feet in width.
  - b. **Fencing.** Chain-link fencing, on either side of the Easement Area, no greater than 6 feet in height.
  - c. **Lighting.** Lighting fixtures and underground electrical and control wiring.
  - d. **Emergency Communications.** Emergency call boxes or other similar communications devices.
4. **Standards for Improvements.** All allowed improvements shall be constructed in a good and workmanlike manner, and in compliance with all applicable codes and standards published by the City of Waukesha.
5. **Permits for Improvements.** Grantee shall obtain, at Grantee's sole expense, all permits required for the construction and installation of the allowed improvements.
6. **Maintenance.** Grantee shall be responsible, at Grantee's sole expense, for maintenance of the Easement Area, and repair or replacement of the allowed improvements within the Easement Area, including but not limited to the following:

- a. **Landscaping.** Mowing grass and maintaining all landscaping and plantings in the Easement Area in a good condition.
  - b. **Snow and Ice Removal.** Clearing snow and ice from all pedestrian path areas, and maintaining the pedestrian path area in a safe condition for pedestrians.
  - c. **Litter and Debris Removal.** Keeping the Easement Area free of litter and debris.
  - d. **Pavement.** Maintaining the pavement surface in a good condition, free of hazards to pedestrians.
7. **Easement Is Non-Exclusive.** Grantee shall not exclude the general public from the Easement Area.
  8. **Indemnification.** Grantee shall indemnify and hold the Grantor harmless from any and all liabilities arising in any way in connection with Grantee's use, improvement or occupation of the Easement Area, or Grantee's breach of its duties hereunder, including actual attorney fees, and including liabilities for personal injury, death, and property damage or loss; excepting those liabilities arising from the Grantor's intentional or negligent acts or omissions.
  9. **Grantor Reservation.** Grantor reserves the right to use the Easement Area for any purposes that will not interfere with the rights granted to Grantee by this instrument.
  10. **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.
  11. **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.
  12. **Governing Law.** This instrument shall be construed and enforced in accordance with the laws of the State of Wisconsin.
  13. **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.
  14. **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.
  15. **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.
  16. **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.
  17. **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.

Conveyance made this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**Grantor: 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 \_\_\_\_\_, 2015, 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\_\_\_\_\_)

Grantee: **Carroll University, Inc.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

State of Wisconsin }  
                                  } ss.  
Waukesha County    }

\_\_\_\_\_ and \_\_\_\_\_ personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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 Brian E. Running, City Attorney, Waukesha, Wisconsin.