

EASEMENT
Sanitary Sewer Easement and
Public Utility Easement Agreement

Parcel ID Number: WAKC 1364018

After recording return to:
Brian E Running, City Attorney
City of Waukesha
201 Delafield St Ste 206
Waukesha WI 53188-3646

The Grantor, **Waukesha Parkway LLC**, for a good and valuable consideration, hereby conveys to the Grantee, the **City of Waukesha**, a Wisconsin municipal corporation, a Sanitary Sewer Easement and a Public Utility Easement, across and upon the following-described real property in Waukesha County, Wisconsin, referred to as the Easement Area, subject to all the terms stated below:

Legal Description of the Property:

Certified Survey Map No. _____, a division of Parcel 1 of Certified Survey Map No. 9033, part of the Northeast 1/4, Northwest 1/4, Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 17, Town 6 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin.

Legal Description and Map of the Easement Area on the property:

SANITARY SEWER EASEMENT AREA

Part of Lot 3 of Certified Survey Map No. _____, being a division of Parcel 1 of Certified Survey Map No. 9033, part of the Northeast 1/4, Northwest 1/4, Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 17, Township 6 North, Range 19 East, in the City of Waukesha, County of Waukesha, State of Wisconsin bounded and described as follows;

Beginning at the Southeast corner of said Lot 3; thence Northwesterly 139.98 feet along the East line of Vacated River Valley Road and arc of a curve, whose center lies to the West, whose radius is 185.00 feet, and whose chord bears North 08°59'53" West 139.98 feet to the point of beginning of lands described hereinafter; thence continue Northwesterly 60.70 feet along the East line of Vacated River Valley Road and arc of a curve, whose center lies to the Southeast, whose radius is 185.00 feet, and whose chord bears North 40°04'23" West 60.42 feet to a point; thence North 49°28'20" West 191.07 feet to a point; thence Northwesterly 72.89 feet along the East line of Vacated River Valley Road and arc of a curve, whose center lies to the Southeast, whose radius is 116.00 feet, and whose chord bears South 31°28'15" East 71.70 feet to a point; thence South 49°59'56" East 276.10 feet to a point; thence South 10°32'07" East 55.00 feet to the point of beginning.

Said Land contains 6,496 S.F. 0.1491 Acres

PUBLIC UTILITY EASEMENT AREA

Part of Lot 1 of Certified Survey Map No. _____, being a division of Parcel 1 of Certified Survey Map No. 9033, part of the Northeast 1/4, Northwest 1/4, Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 17, Township 6 North, Range 19 East, in the City of Waukesha, County of Waukesha, State of Wisconsin bounded and described as follows;

Beginning at the Northwest corner of said Lot 1; thence SOUTH 57°57'58" WEST 378.78 feet to the point of beginning of lands described hereinafter; THENCE SOUTH 38°10'05" EAST 45.04 feet to a point; thence Southeasterly 431.76 feet on a curve, whose center lies to the Northwest, whose radius is 477.00 feet, and whose chord bears South 64°05'55" East 417.17 feet to a point; THENCE NORTH 89°58'14" EAST 108.04 feet to a point;

thence Northeasterly 117.72 feet on a curve, whose center lies to the Northwest, whose radius is 977.00 feet, and whose chord bears North 86°31'08" East 117.64 feet to a point; THENCE NORTH 83°04'01" EAST 89.86 feet to a point in the West line of Vacated River Valley Road; thence Southeasterly 38.15 feet along said West line on a curve, whose center lies to the East, whose radius is 185.00 feet, and whose chord bears South 30°08'05" East 38.08 feet to a point; THENCE SOUTH 83°04'01" WEST 87.34 feet to a point; thence Southwesterly 43.68 feet on a curve, whose center lies to the Northwest, whose radius is 1015.00 feet, and whose chord bears South 84°18'00" West 43.68 feet to a point; THENCE SOUTH 00°08'56" EAST 251.34 feet to a point; THENCE SOUTH 89°51'04" WEST 157.66 feet to a point; THENCE SOUTH 00°08'56" EAST 50.92 feet to a point; THENCE SOUTH 44°51'04" WEST 88.02 feet to a point; THENCE SOUTH 89°51'04" WEST 85.13 feet to a point; THENCE NORTH 80°54'14" WEST 194.26 feet to a point; THENCE NORTH 71°39'41" WEST 85.12 feet to a point; THENCE NORTH 26°39'41" WEST 88.02 feet to a point; THENCE NORTH 18°20'20" EAST 50.92 feet to a point; THENCE NORTH 71°39'40" WEST 157.66 feet to a point; THENCE NORTH 18°20'20" EAST 263.05 feet to a point; THENCE NORTH 51°08'24" EAST 105.65 feet to a point on Point A"; THENCE NORTH 38°10'05" WEST 60.33 feet to a point; thence NORTH 57°57'58" EAST 38.22 to the point of beginning.

ALSO: Commencing at Point "A" SOUTH 11°30'15" EAST 33.78 feet to a point on Point "B"; THENCE SOUTH 41°31'04" EAST 33.91 feet to a point; THENCE NORTH 48°28'56" EAST 18.58 feet to a point; thence Southeasterly 391.72 feet on a curve, whose center lies to the Northwest, whose radius is 515.00 feet, and whose chord bears South 68°14'22" East 382.34 feet to a point; THENCE NORTH 89°58'14" EAST 108.04 feet to a point; THENCE SOUTH 00°05'30" WEST 17.25 feet to a point; THENCE SOUTH 89°54'30" EAST 30.00 feet to a point; THENCE NORTH 00°05'30" EAST 17.97 feet to a point; thence Northeasterly 11.46 feet on a curve, whose center lies to the Northwest, whose radius is 1015.00 feet, and whose chord bears North 87°33'11" East 11.46 feet to a point; THENCE SOUTH 00°08'56" EAST 219.52 feet to a point; THENCE SOUTH 89°51'04" WEST 159.38 feet to a point; THENCE SOUTH 00°08'56" EAST 15.50 feet to a point; THENCE SOUTH 89°51'04" WEST 10.79 feet to a point; THENCE SOUTH 00°08'56" EAST 30.00 feet to a point; THENCE NORTH 89°51'04" EAST 12.50 feet to a point; THENCE SOUTH 00°08'56" EAST 23.00 feet to a point; THENCE SOUTH 44°51'04" WEST 63.17 feet to a point; THENCE SOUTH 89°51'04" WEST 70.28 feet to a point; THENCE NORTH 80°54'14" WEST 189.41 feet to a point; THENCE NORTH 71°39'41" WEST 70.26 feet to a point; THENCE NORTH 26°39'41" WEST 63.17 feet to a point; THENCE NORTH 18°20'20" EAST 26.00 feet to a point; THENCE SOUTH 71°39'40" EAST 15.67 feet to a point; THENCE NORTH 18°20'20" EAST 30.00 feet to a point; THENCE NORTH 71°39'40" WEST 16.96 feet to a point; THENCE NORTH 18°20'20" EAST 12.50 feet to a point; THENCE NORTH 71°39'40" WEST 156.38 feet to a point; THENCE NORTH 18°20'20" EAST 224.22 feet to a point; THENCE NORTH 51°08'24" EAST 81.30 feet to the point of termination at point "B".

See also Attached Exhibit A.

Terms of Easements

1. Grant of Easements.

- a. The Grantor grants to the Grantee a perpetual easement and right-of-way over, upon and beneath the surface of the Sanitary Sewer Easement Area to construct, operate, inspect, maintain, repair, improve, supplement, reconstruct, and remove sanitary sewerage facilities, including but not limited to mains, laterals, manholes, collectors, valves and other items deemed necessary in the City's sole discretion; along with a right of ingress and egress across the real property which the Easement Area burdens, 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 Sanitary Sewer Easement Area 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. During any period of construction or maintenance the Grantee shall keep the area neat and orderly to allow the Grantor to access its facilities in a reasonable manner. Upon completion of construction or maintenance, Grantee shall remove all material and equipment.
- b. The Grantor grants to the Grantee a perpetual easement and right-of-way over, upon and beneath the surface of the Public Utility Easement Area to construct, operate, inspect, maintain, repair, improve, supplement, reconstruct, and remove public utility facilities, including but not limited to sanitary sewerage facilities (as described in paragraph a.), fiber optic installations, electric and gas facilities and other items deemed necessary in the City's sole discretion; along with a right of ingress and egress across the real property which the Public Utility Easement Area burdens, 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 as reasonably


required to perform such work. The size, type and quantity of the public utility facilities shall be as reasonably determined by the Grantee. All public utility facilities shall be located at or below grade. During any period of construction or maintenance the Grantee shall keep the area neat and orderly to allow the Grantor to access its facilities in a reasonable manner. Upon completion of construction or maintenance, Grantee shall remove all material and equipment.

2. **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. However, Grantor may use the Easement Areas for the installation and maintenance of landscaping berms, islands, sidewalks or driveways.
 - b. Change the grade elevations by more than six (6) inches.
 - 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. [DELETED]
 - g. Place any items or do any acts which reasonably should be expected to unreasonably interfere with Grantee's rights granted in section 1.
3. **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 the restrictions in section 2, and charge to Grantor the reasonable expenses incurred in doing so. The expenses may be charges to the Grantor as a special charge pursuant to Wis. Stats. §66.0627. 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.
4. **Consistent Uses Allowed.** The Grantor reserves the right to use the Easement Area for purposes that will not interfere with the rights granted to Grantee by this instrument. The Grantee shall not be responsible for the maintenance, repair, or replacement of any improvements placed within the Easement Area by the Grantor, whether the improvements are above or below grade.
5. **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, as nearly as is reasonably possible to its condition before the disturbance. The Grantee shall not be required to replace pavement, trees, bushes, or any items prohibited in section 2.
6. **Covenants Run with Land.** All 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.
7. **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.
8. **Governing Law.** This instrument shall be construed and enforced in accordance with the laws of the State of Wisconsin. Grantee shall operate and maintain the sanitary sewer and public utility facilities in accordance with all applicable laws and industry standards.
9. **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.

10. **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.
11. **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.
12. **Waiver.** Waiver 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.
13. **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.
14. **Landscaping.** No trees, shrubs or vegetation within or adjacent to the Easement Area shall be removed, trimmed or damaged without the written permission of the Grantor, which permission shall not be unreasonably withheld or delayed. In that regard, a specific construction and restoration-landscaping plan will be reviewed and approved by Grantor.
15. **Indemnification.** The Grantee hereby expressly agrees to defend, hold harmless and indemnify Grantor from and against any and all claims, actions, liabilities, damages, expenses and judgments, including but not limited to, reasonable attorneys fees, reasonable investigative and discovery costs, court costs, and all other sums on account of any injury to any persons, loss of life or damage to Grantor's land occurring in the Easement Area and on the ways immediately adjoining the Easement Area caused Grantee, its employees, agents or servants; provided that Grantee shall not be required to indemnify Grantor against any injury to persons, to the extent it is caused by the active or passive negligence or willful misconduct of Grantor, its agents, servants or employees.

Conveyance made this 5 day of May, 2021.

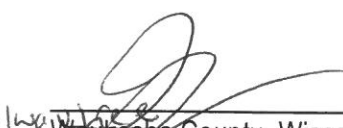
Grantor: Waukesha Parkway LLC


 By: _____
 Title: President

By: _____
 Title: _____

State of Wisconsin
 Milwaukee P. & ss.
 Waukesha County

David Winograd and _____ personally, came before me this 5th day of May, 2021, and are known to me to be the persons who executed this instrument in the indicated capacities and acknowledged the same.


Waukesha County, Wisconsin, Notary Public, Jennifer Damske
My commission (is permanent) (expires 2/7/2022)



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 _____, 2021, 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 Julie M. Gay, Asst. City Attorney, Waukesha, Wisconsin.