

Document No.

**SIDEWALK EASEMENT AGREEMENT**

Return to:  
Engineering Department  
CITY OF WAUKESHA  
130 Delafield Street  
Waukesha, WI 53188

Parcel Numbers

THIS SIDEWALK EASEMENT AGREEMENT (the "Agreement") is granted this JUNE 17, 2014, by HARTFORD LAND DEVELOPMENT, LLC, (the "Owner") to the CITY OF WAUKESHA (the "City").

**RECITALS:**

A. Owner is the owner of the fee interest in certain real property located in the City of Waukesha, Waukesha County, State of Wisconsin, and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. The City has requested that Owner grant a permanent easement (the "Easement") over that portion of the Property lying along the Westerly boundary of Lot 3 of Certified Survey Map No. 11158, Particularly described on Exhibit A attached hereto and made a part hereof (the "Easement Area").

**AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Owner hereby grants and conveys to the City, a perpetual right and easement across and through the Easement Area. The easement shall be for the use of the public, to cross upon the sidewalk to be

constructed in the Easement Area pursuant to paragraph 2, below, in any manner in which the public may lawfully use a public sidewalk.

2. Owner shall construct a sidewalk within the Easement Area according to the requirements of Section 6.08 of the City of Waukesha Ordinances, and Owner shall repair, maintain, and replace the sidewalk in compliance with all applicable City Ordinances and Section 66.0907 of the Wisconsin State Statutes. Collection of expenses with respect to the sidewalk shall be in compliance with applicable City ordinances.

3. Owner reserves the right to use the Property for purposes which will not interfere with the City's full enjoyment of the easement rights granted hereby. All of the terms, conditions, covenants and other provisions contained in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by Owner and the City and their respective successors and assigns. The party named as "Owner" herein and any successor or assign to Owner as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after such party has transferred its fee simple interest in the Property.

4. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

5. This Agreement 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 duly recorded in the office of the Register of Deeds of Waukesha County, Wisconsin.

6. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt to such party at such party's last known address. If a party's address is not known to the party desiring to send a notice, the address to which property tax bills for the property owned by such party are sent may be used. Either party may change its address for notice by written notice to the other party.

7. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

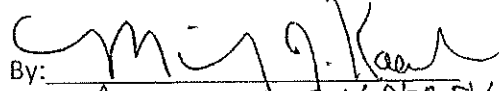
8. No delay or omission by any party in exercising any right or power accruing upon any default, non-compliance or failure of performance of any of the provisions of this Agreement shall be construed to be a waiver thereof. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms, covenants or conditions of this Agreement.

9. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any covenant herein, either to

restrain or prevent such violation or to obtain any other relief. In the event a suit should be brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees from the non-prevailing party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

HARTFORD LAND DEVELOPMENT, LLC ("Owner")

By: 

Name: MICHAEL J. KAEREIK

Title: Owner

CITY OF WAUKESHA ("City")

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

Name: \_\_\_\_\_

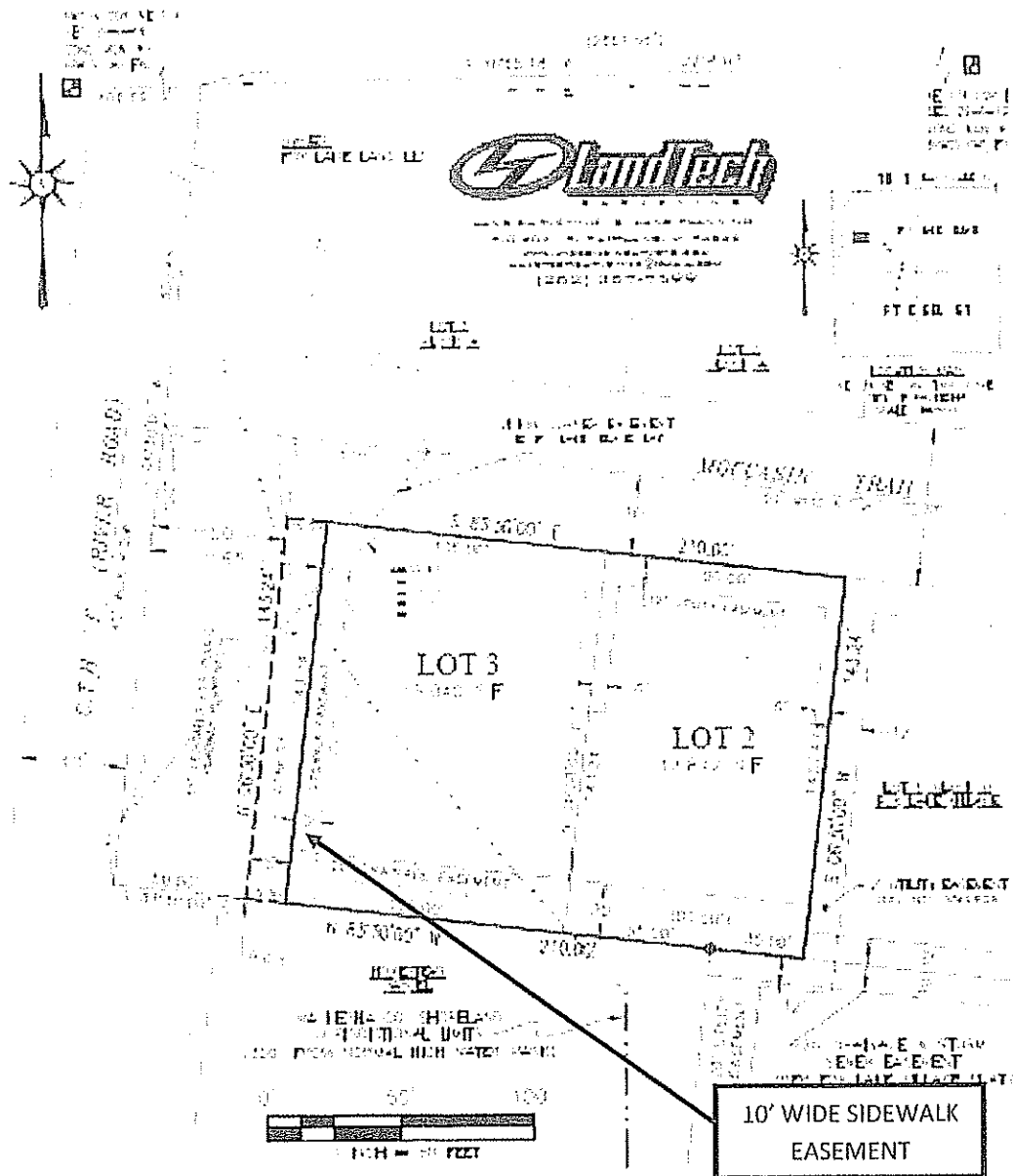
Title: \_\_\_\_\_

Drafted by: Craig A. Caliendo, Esq.

## EXHIBIT A

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

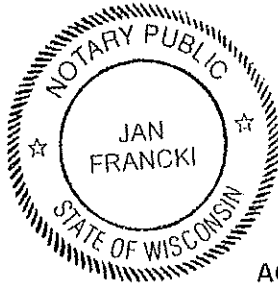
THIS IS A SUMMARY OF PART OF THE FOLLOWING DOCUMENT, WHICH IS PART OF THE RECORD OF THE  
OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF JUSTICE, WASHINGTON, D. C.



ACKNOWLEDGMENT

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF MILWAU. )

Personally came before me this 17 day of JUNE, 2014, the above named, who acknowledged himself/herself to be the OWNER of Hartford Land Development, LLC, and to me known to be the person who executed the foregoing instrument as the OWNER of such limited liability company by its authority, and acknowledged the same.



Name: Jan Francki  
Notary Public, State of Wisconsin  
My Commission: 11/22/15

ACKNOWLEDGMENT

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, the above named, who acknowledged himself/herself to be the \_\_\_\_\_ of the City of Waukesha, and to me known to be the person who executed the foregoing instrument as the \_\_\_\_\_ of such City by its authority, and acknowledged the same.

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