

EASEMENT
Sanitary Sewerage Easement Agreement

Parcel ID Number: WAKC 0985 999

After recording return to:
Chris Langemak
City of Waukesha Engineering Division
130 Delafield St
Waukesha WI 53188

The Grantors, the **Carol O. Smart Survivor's Trust** and the **Robert F. and Carol O. Smart Family Trust**, for a good and valuable consideration, hereby convey to the Grantee, the **City of Waukesha, Wisconsin**, a permanent easement as described below, across and upon the following-described real property in Waukesha County, Wisconsin, subject to all of the terms stated below:

Legal Description of Easement Area

A 30' wide Public Sanitary Sewer Easement located on, over and across lands being located in a part of the Northeast 1/4 of the Southeast 1/4 of Section 31, Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the East 1/4 Corner of said Section 31; Thence South 88°19'57" West and along the North line of the said Southeast 1/4 Section, 1326.925 feet to a point; Thence South 01°15'47" East and along the West line of the said Northeast 1/4 of the said Southeast 1/4 Section and the East line of "Woodland Hills" (A Subdivision Plat of Record), 632.51 feet to the place of beginning of lands hereinafter described;

Thence North 89°51'14" East, 162.46 feet to a point; Thence North 31°24'15" East, 92.48 feet to a point; Thence North 50°42'50" East, 154.03 feet to a point; Thence North 49°28'11" East, 160.26 feet to a point on the West line of an Existing 60' wide Utility and Sanitary Sewer Agreement recorded as Document Numbers 3544377 and 3551087; Thence Southeasterly 31.48 feet along the said West Easement line and the arc of a curve, whose center lies to the Northeast, whose radius is 500.00 feet, whose central angle is 03°36'26", and whose chord bears South 22°55'59" East, 31.47 feet to a point; Thence South 49°28'11" West, 151.07 feet to a point; Thence South 50°42'50" West, 149.25 feet to a point; Thence South 31°24'15" West, 104.16 feet to a point; Thence South 89°51'14" West, 178.66 feet to a point on the said West line of the said Northeast 1/4 of the said Southeast 1/4 Section and the said East line of said "Woodland Hills" Subdivision; Thence North 01°15'47" West and along the said West line of the said Northeast 1/4 of the said Southeast 1/4 Section and the said East line of said "Woodland Hills" Subdivision, 30.01 feet to place of beginning of this description.

Said Easement contains 17,280 Square Feet (or 0.3967 Acres) of land, more or less.

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, 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 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 Easement Area and immediately-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. **Dedication of Sewerage Facilities in the Easement Area.** Grantor acknowledges that a developer will be installing sewerage facilities within the Easement Area. Upon the execution of this instrument, all of Grantor's right, title and interest in and to such sewerage facilities installed within the Easement Area shall be dedicated to the City of Waukesha.
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, except as specifically approved in writing by the Grantee.
 - 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 the restrictions in section 2, 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 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.

Executed this 9th day of November, 2021.

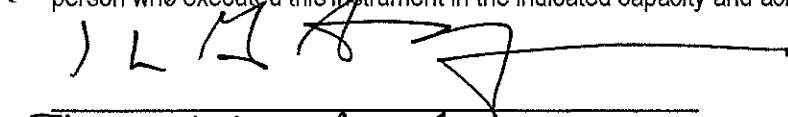
Grantor: Carol O. Smart Survivor's Trust and the Robert F. and Carol O. Smart Family Trust

Carol O. Smart, Trustee
By Carol O. Smart, Trustee

Carol O. Smart, Trustee

State of Wisconsin }
 } ss.
Waukesha County }

Carol O. Smart personally came before me this 9th day of November, 2021, and is known to me to be the person who executed this instrument in the indicated capacity and acknowledged the same.



Thomas G. Schmitz, Sr., Notary Public,
Waukesha County, Wisconsin
My commission (is permanent)(~~expires~~ _____)

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 City of Waukesha Department of Public Works.

EXHIBIT "A"

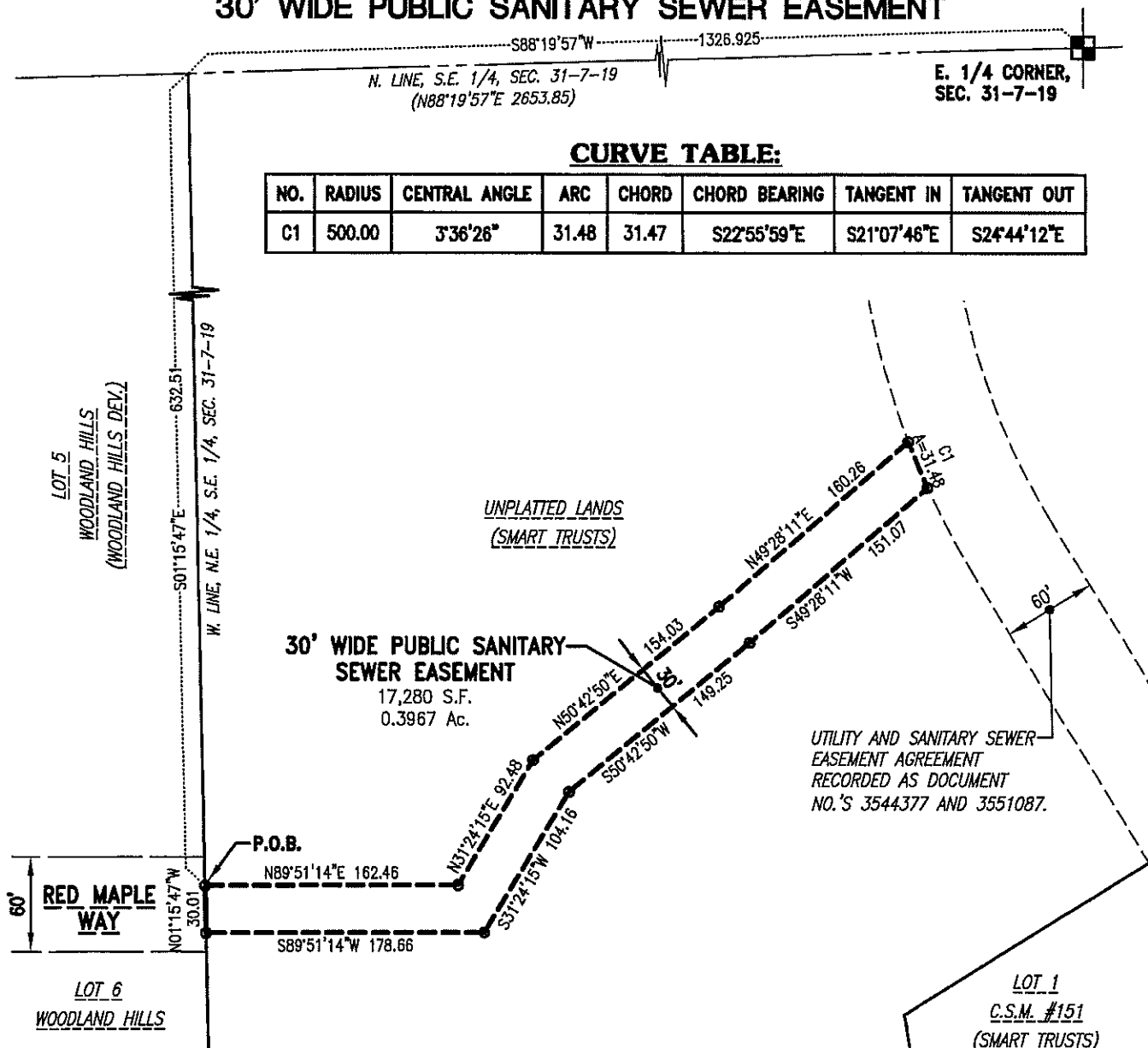
30' WIDE PUBLIC SANITARY SEWER EASEMENT

N. LINE, S.E. 1/4, SEC. 31-7-19
(N88°19'57"E 2653.85)

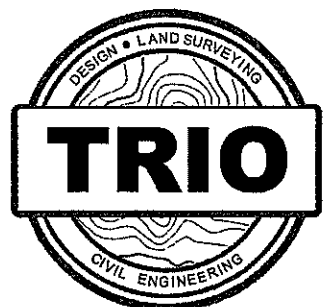
E. 1/4 CORNER,
SEC. 31-7-19

CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	500.00	3°36'26"	31.48	31.47	S22°55'59"E	S21°07'46"E	S24°44'12"E



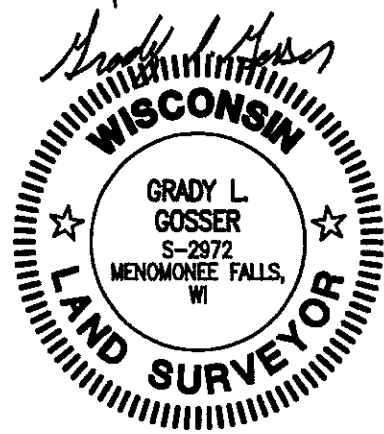
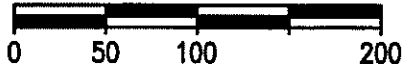
UTILITY AND SANITARY SEWER
EASEMENT AGREEMENT
RECORDED AS DOCUMENT
NO.'S 3544377 AND 3551087.



4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481



NORTH
SCALE: 1"=100'



H:\C800\888\05006-01\Survey\ESMT-EXHIBITS\BSSEX-SANITARY EASEMENT.dwg

EXHIBIT "A" CONTINUED

30' WIDE PUBLIC SANITARY SEWER EASEMENT

LEGAL DESCRIPTION:

A 30' wide Public Sanitary Sewer Easement located on, over and across lands being located in a part of the Northeast 1/4 of the Southeast 1/4 of Section 31, Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

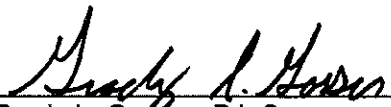
Commencing at the East 1/4 Corner of said Section 31; Thence South 88°19'57" West and along the North line of the said Southeast 1/4 Section, 1326.925 feet to a point; Thence South 01°15'47" East and along the West line of the said Northeast 1/4 of the said Southeast 1/4 Section and the East line of "Woodland Hills" (A Subdivision Plat of Record), 632.51 feet to the place of beginning of lands hereinafter described;

Thence North 89°51'14" East, 162.46 feet to a point; Thence North 31°24'15" East, 92.48 feet to a point; Thence North 50°42'50" East, 154.03 feet to a point; Thence North 49°28'11" East, 160.26 feet to a point on the West line of an Existing 60' wide Utility and Sanitary Sewer Agreement recorded as Document Numbers 3544377 and 3551087; Thence Southeasterly 31.48 feet along the said West Easement line and the arc of a curve, whose center lies to the Northeast, whose radius is 500.00 feet, whose central angle is 03°36'26", and whose chord bears South 22°55'59" East, 31.47 feet to a point; Thence South 49°28'11" West, 151.07 feet to a point; Thence South 50°42'50" West, 149.25 feet to a point; Thence South 31°24'15" West, 104.16 feet to a point; Thence South 89°51'14" West, 178.66 feet to a point on the said West line of the said Northeast 1/4 of the said Southeast 1/4 Section and the said East line of said "Woodland Hills" Subdivision; Thence North 01°15'47" West and along the said West line of the said Northeast 1/4 of the said Southeast 1/4 Section and the said East line of said "Woodland Hills" Subdivision, 30.01 feet to place of beginning of this description.

Said Easement contains 17,280 Square Feet (or 0.3967 Acres) of land, more or less.

Date: 7/1/21




Grady L. Gosser, P.L.S.
Professional Land Surveyor, S-2972
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

LEGAL DESCRIPTION:

PARCEL A:

The East 1/2 and the North West 1/4 of the North East 1/4.
ALSO: The North East 1/4 of the South East 1/4 and all that part of the South East 1/4 of the South East 1/4 of Section 31, Town 7 North, Range 19 East, Town of Pewaukee, County of Waukesha, State of Wisconsin lying Northerly of the Highway extending in an Easterly direction across said tract and known as the Waterville Road,
EXCEPTING that part lying Southerly of the Highway known as the Waukesha and Waterville Road.

ALSO EXCEPTING from that parcel of land conveyed in Warranty Deed recorded February 25, 1948 in Volume 461 of Deeds, on Page 112, as Document No. 310871.

ALSO EXCEPTING those lands conveyed in Deeds recorded in Volume 856, Page 52, recorded as Document No. 527812, Volume 977, Page 63, as Document No. 608803, Volume 1124, Page 282 as Document No. 713877, Reel 1721, Image 1446, as Document No. 1846901, Reel 2259, Image 401 as Document No. 2136453 and Award of Damages recorded as Document No. 940897.

PARCEL B:

All that part of the Southeast 1/4 of Section 31, Town 7 North, Range 19 East, Town of Pewaukee, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said Southeast 1/4; thence South along the East line of said Southeast 1/4, 725.42 feet; thence West 596.19 feet to a point, being the place of beginning of said easement; thence Northwesterly 3.47 feet along the arc of a curve, curve center lies to the Southwest, curve radius 254.34 feet, chord bears North 29°45'14" West 3.47 feet; thence North 30°08'40" West 10.33 feet; thence South 11.94 feet; thence East 6.91 feet to the place of beginning.

ALSO EXCEPTING:

Lot 1 of Certified Survey Map No. 10394, recorded June 8, 2007, in Volume 96 of Certified Survey Maps on Pages 331 to 334 as Document No. 3487280, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 31, Town 7 North, Range 19 East, in the City of Waukesha, County of Waukesha, State of Wisconsin, as corrected by Affidavit of Correction recorded June 30, 2009, as Document No. 3673177.

Tax Key No: **WAKC 985.999**