

EASEMENT
Public Sidewalk Easement Agreement

Parcel ID Number: WAKC @@

After recording return to:
City Attorney
Waukesha City Hall
201 Delafield St Ste 330
Waukesha WI 53188-3639

The Grantor, **Continental 665 Fund, LLC**, a Delaware limited-liability company, grants to the **City of Waukesha**, a Wisconsin municipal corporation, referred to herein as the City, a permanent Sidewalk Easement, as hereinafter described, on and across the following-described Property, within the following-described Easement Area:

Legal description of the Property:

Lots 1 and 2, and Outlot 1 of Certified Survey Map No. @@, in the Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southwest 1/4, Section 32, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin.

Legal description of the Easement Area on the Property:

The South 11 feet of Lot 1, Lot 2 and Outlot 1 of Certified Survey Map No. @@, in the Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southwest 1/4, Section 32, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, as follows:

Commencing at the Northeast corner of the Southwest 1/4 of said Section 32; thence South 01° 28' 58" East along the East line of said Southwest 1/4, 1310.29 feet to the Point of Beginning;

Thence continuing South 01° 28' 58" East, 11.03 feet to the North right of way line of Summit Avenue; thence South 84° 21' 22" West along said north line, 1778.67 feet; thence South 88° 06' 42" West along said North right of way line, 219.89 feet to the east line of Certified Survey Map No. 8683; thence North 01° 23' 46" West along said East line, 11.00 feet; thence North 88° 06' 42" East, 219.43 feet; thence North 84° 21' 22" East, 1779.11 to the Point of Beginning.

See also the attached Exhibit A.

Grantor is the owner in fee of the above-described Property. As a condition of approval of development plans, the City of Waukesha has requested that Grantor grant a permanent sidewalk easement, referred to herein as the Sidewalk Easement, over the above-described Easement Area, and Grantor has agreed to do so. Therefore, Grantor agrees as follows:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to the City, a perpetual Sidewalk Easement and right-of-way across and through the Easement Area. The scope of the Sidewalk Easement shall be that the City may construct, maintain, repair, and replace as necessary a paved sidewalk within the Easement Area, according to the City's standards, specifications, and policies, and that the public may enter onto, cross, and use the Sidewalk Easement in any manner customarily associated with the use of public sidewalks and in compliance with all applicable laws. Regardless of the scope of this Sidewalk Easement, the Grantor shall be responsible for construction, maintenance, repair, or replacement of sidewalk within the Easement Area if required to do so by any Development Agreement or other contract with the City, and nothing in this instrument shall be deemed to relieve Grantor or any successor of such responsibilities.
2. Grantor shall be responsible for compliance with Municipal Code §6.09 and §6.12, and any successor Municipal Code provisions, regarding the duty to clean sidewalks and keep them free from snow and ice.
3. The Sidewalk Easement shall run with the land, shall be binding upon the Grantor's and the City's successors in interest, and shall inure to the benefit of and be enforceable by the Grantor, the City and their successors and assigns. References to Grantor in this Agreement also include all of Grantor's successors in interest.

4. This Agreement shall be construed and enforced in accordance with the 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 recorded in the office of the Register of Deeds of Waukesha County, Wisconsin.

Dated the _____ day of _____, 2023.

Grantor: Continental 665 Fund, LLC

By (sign above, print name below)

Title: _____

STATE OF WISCONSIN }
 } ss.
WAUKESHA COUNTY }

_____ personally came before me this _____ day of _____, 2023, and is known to me to be the person who executed this instrument on behalf of the Grantor in the indicated capacity and acknowledged the same.

_____, Notary Public,
_____ County, Wisconsin
My commission (is permanent) expires _____.

This instrument was drafted by Brian E. Running, City Attorney.