

Document

Utility Easement Agreement

Name and Return Address:
Waukesha Water Utility
Attn: Chris Walter
115 Delafield Street
Waukesha, WI 53188

«Taxkey»

Parcel Identification Numbers (PIN)

ORIGINAL

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT is granted by Bielinski Homes, Inc. (Grantor) to the Waukesha Water Utility, City of Waukesha, Wisconsin (Grantee).

Recitals:

A. The Grantor is the fee holder of certain real property located in the City of Waukesha, Wisconsin, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference.

B. The Grantee has requested that Grantor grant a permanent, exclusive easement over certain portions of the property owned by Grantor, and such portions are more particularly described in **Exhibit B** (the "Permanent Limited Easement") attached hereto and incorporated herein by reference.

AGREEMENT

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

1. The Grantor grants, conveys, transfers and assigns to Grantee a permanent, exclusive easement and right of way (the "Utility Easement") over, under, in, upon and across the Permanent Limited Easement to construct, reconstruct, maintain, operate, supplement, replace, remove and use water main infrastructure, facilities and other related fixtures, equipment, accessories and appurtenances that may from time-to-time be required in Grantee's sole judgment (the "Improvements") and for ingress and egress purposes at any time in order to exercise the rights and privileges granted herein. The Permanent Limited Easement is exclusive, and Grantor shall not allow any third party to install any improvements or facilities over, under, in, upon, or across the Permanent Limited Easement, except as permitted herein.

2. The Grantor reserves the right to use the Utility Easement for purposes that will not interfere with the Grantee's full enjoyment of the easement rights granted in this Agreement, provided, however, that in no event shall Grantor make grade changes in the Permanent Limited Easement, or allow any third party to make grade changes, without prior written approval of Grantee. During the term of the Utility Easement, Grantee shall not interfere with ingress or egress to Grantor's property unless required for actions allowed by this instrument or for public health and safety. During the term of the Utility Easement, Grantor shall not, and shall not allow any third party to, place any buildings, fences or structures which require footings in the Permanent Limited Easement. During the term of the Utility Easement, Grantor shall not, and shall not allow any third party to, plant or maintain any tree or bush in excess of four (4) feet in height in the Permanent Limited Easement without the prior written approval of Grantee. During the term of this Utility easement, Grantor shall not, and shall not allow any third party to, excavate within the Permanent Limited Easement without the prior written approval of the Grantee. Within the Permanent Limited Easement, Grantor is permitted to install asphalt/concrete roads and driveways and landscaping that does not exceed the height restrictions contained herein.

3. Upon the completion of the initial construction of Improvements in the Permanent Limited Easement, the Grantee shall restore the surface of the Permanent Limited Easement disturbed by the initial construction, as nearly as is reasonably possible, to the condition existing prior to disturbance by any construction or installation of the Improvements, except that Grantee shall not be required to replace trees, shrubbery, items prohibited by this Agreement within the Permanent Limited Easement, or other above-grade items existing on or within the Permanent Limited Easement that are prohibited herein.

4. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and the Grantee and their respective successors and assigns. All references to Grantor in this instrument shall be deemed to include Grantor's successors.

5. Non-use or limited use of the rights granted in this Agreement shall not prevent the Grantee from later use of the rights to the fullest extent authorized in this Agreement.

6. The Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

7. 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.

8. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to:

GRANTOR:
Bielinski Homes, Inc.
1830 Meadow Lane, Suite A
Pewaukee, WI 53072

GRANTEE:
Waukesha Water Utility
115 Delafield Street
Waukesha, WI 53188

Either party may change its address for notice by providing written notice to the other party.

9. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed by a court having jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of the term 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 and condition shall be valid and enforceable to the fullest extent permitted by law.

10. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver or breach of any other terms or conditions of this Agreement.

11. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees and court costs, from the non-prevailing

party.

12. Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

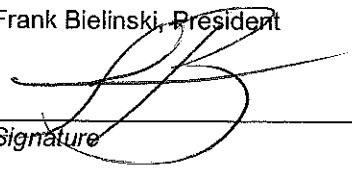
This instrument was drafted by:

Chris Walter
Waukesha Water Utility
115 Delafield Street
Waukesha, WI 53188

IN WITNESS WHEREOF, the parties have hereunto executed this Utility Easement Agreement
this _____ day of _____, 2020.

Bielinski Homes, Inc., Grantor

Frank Bielinski, President



Signature

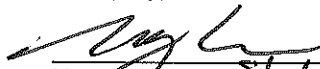
STATE OF WISCONSIN

COUNTY OF Waukesha

Personally came before me this 25th day of
August, 2020, the above named

Frank Bielinski

to me known to be the person who executed
the foregoing instrument and acknowledged
the same.



Notary Public, State of County, WI
My commission 15 permanent

WAUKESHA WATER UTILITY, Grantee
WAUKESHA COUNTY, WISCONSIN

Daniel S. Duchniak, P.E., General Manager

Joseph J. Piatt, Commission President

Joan L. Francoeur, Commission Secretary

STATE OF WISCONSIN

COUNTY OF WAUKESHA

Personally came before me this _____ day of
_____, _____, the above named

to me known to be the person(s) who executed
the foregoing instrument and acknowledged
the same.

Notary Public, _____ County, WI
My commission _____

EXHIBIT "B"

WATER MAIN EASEMENT

LEGAL DESCRIPTION:

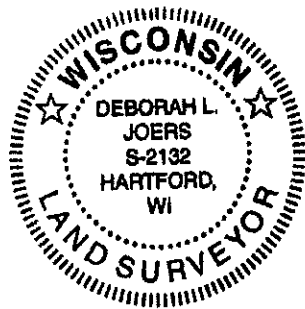
A Water Main Easement on, over and across part of Lot 3, Certified Survey Map No. 8738 and part of Certified Survey Map No. 9747, being located in a part of the Southwest 1/4 of the Southeast 1/4 of Section 31, Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southwest Corner of the said Southeast 1/4 Section; Thence North 88°49'13" East and along the South line of said Southeast 1/4 Section, 276.41 feet to a point; Thence North 01°10'47" West, 10.03 feet to a point; Thence Northeasterly 102.72 feet along the arc of a curve, whose center lies to the East, whose radius is 430.00 feet, whose central angle is 13°14'11", and whose chord bears North 05°39'49" East, 102.47 feet to the place of beginning of lands hereinafter described;

Thence North 69°10'31" West, 108.69 feet to a point; Thence North 27°39'31" West, 113.24 feet to a point; Thence North 03°55'03" East, 251.09 feet to a point; Thence North 08°33'37" West, 101.63 feet to a point; Thence North 81°26'23" East, 20.00 feet to a point; Thence South 08°33'37" East, 28.55 feet to a point; Thence North 81°26'23" East, 33.26 feet to a point; Thence North 40°16'37" East, 37.48 feet to a point; Thence North 66°56'08" East, 93.66 feet to a point; Thence South 39°33'52" East, 20.86 feet to a point; Thence South 66°56'08" West, 94.85 feet to a point; Thence South 40°16'37" West, 40.25 feet to a point; Thence South 81°26'23" West, 40.77 feet to a point; Thence South 08°33'37" East, 55.26 feet to a point; Thence South 03°55'03" West, 247.62 feet to a point; Thence South 27°39'31" East, 100.00 feet to a point; Thence South 69°10'31" East, 49.49 feet to a point; Thence North 20°49'29" East, 18.73 feet to a point; Thence South 69°10'31" East, 20.00 feet to a point; Thence South 20°49'29" West, 18.73 feet to a point; Thence South 69°10'31" East, 29.18 feet to a point; Thence Southwesterly 20.15 feet along the arc of a curve, whose center lies to the East, whose radius is 430.00 feet, whose central angle is 2°41'06", and whose chord bears South 13°50'58" West, 20.15 feet to the point of beginning.

Easement area of said lands contains 15,023 Square Feet (or 0.3449 Acres) of land, more or less.

Date: 8/21/20



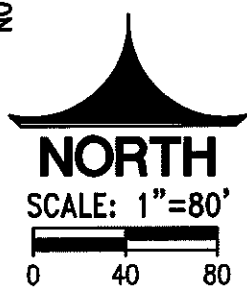

Deborah L. Joers, P.L.S.
Professional Land Surveyor, S-2132
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite "300"
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

EXHIBIT "B" continued

LOT 107
 LOT 108
 LOT 109
 LOT 110
 HERITAGE FARM
 CONDOMINIUM
 LOT 112

N01°09'54"W 1200.44

PUBLIC WATER
 MAIN EASEMENT
 15,023 S.F.
 0.3449 Ac.



P.O.C. SW. CORNER
 OF THE SE 1/4
 SEC. 31-7-19

S. LINE, S.E. 1/4, SEC. 31-7-19

N88°49'13"E 276.41

LOT 22

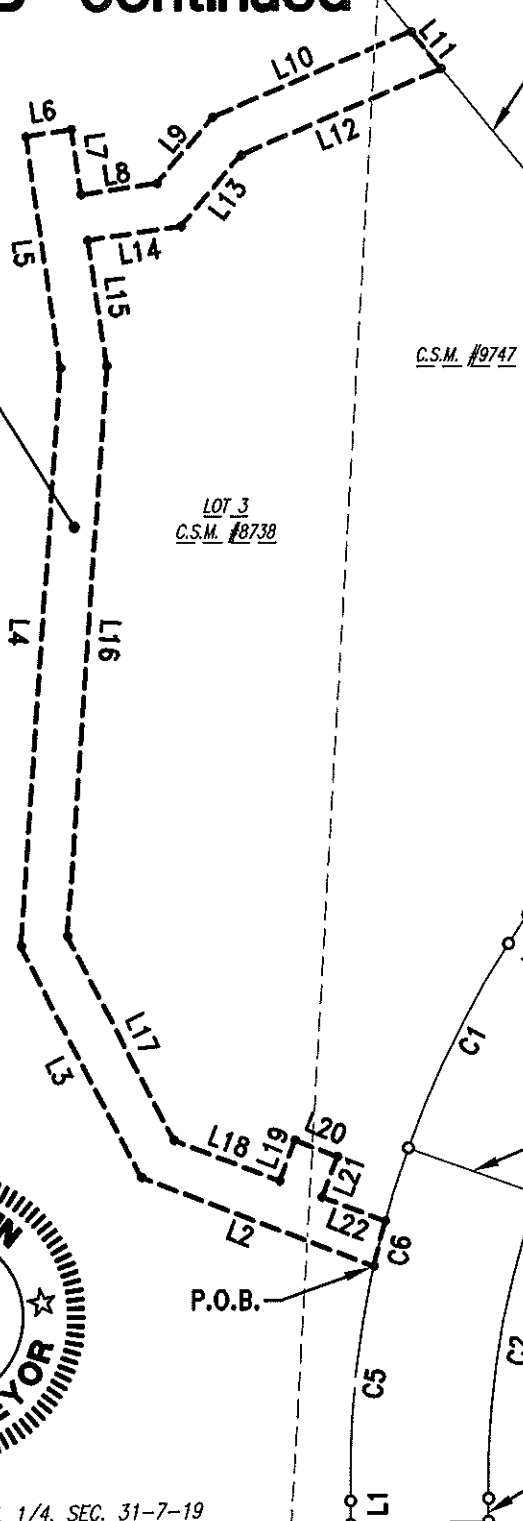
LOT 21

WELSH OAKS

PRAIRIE SONG
 DRIVE

SE. CORNER OF THE
 SE 1/4 SEC. 31-7-19

LOT 20
 WELSH OAKS



PROPOSED CSM
 BOUNDARY

C.S.M. #9747

S03°28'06"W 299.25

C.S.M. #9747

N32°45'40"E
 15.17

S70°22'51"E
 60.00

C.S.M. No. 9747

S01°10'47"E
 10.03

21.17

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EXHIBIT "B" continued

CURVE TABLE:					
NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING
C1	430.00	13°08'31"	98.63	98.41	N26°11'25"E
C2	370.00	20°47'56"	134.31	133.58	N09°13'11"E
C5	430.00	13°41'11"	102.72	102.47	N05°39'49"E
C6	430.00	2°41'06"	20.15	20.15	S13°50'58"W

LINE TABLE:		
Line #	BEARING	LENGTH
L1	N01°10'47"W	10.03'
L2	N69°10'31"W	108.69'
L3	N27°39'31"W	113.24'
L4	N03°55'03"E	251.09'
L5	N08°33'37"W	101.63'
L6	N81°26'23"E	20.00'
L7	S08°33'37"E	28.55'
L8	N81°26'23"E	33.26'
L9	N40°16'37"E	37.48'

LINE TABLE:		
Line #	BEARING	LENGTH
L10	N66°56'08"E	93.66'
L11	S39°33'52"E	20.86'
L12	S66°56'08"W	94.85'
L13	S40°16'37"W	40.25'
L14	S81°26'23"W	40.77'
L15	S08°33'37"E	55.26'
L16	S03°55'03"W	247.62'
L17	S27°39'31"E	100.00'
L18	S69°10'31"E	49.49'
L19	N20°49'29"E	18.73'
L20	S69°10'31"E	20.00'
L21	S20°49'29"W	18.73'
L22	S69°10'31"E	29.18'



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



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