

EASEMENT
Sanitary Sewerage Easement Agreement

Parcel ID Number: WAKC 1317 108

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

The Grantor, **Lois A. Howell, Trustee under the Howell Trust Dated November 21, 2008**, for a good and valuable consideration, hereby conveys to the Grantee, the **City of Waukesha, Wisconsin**, a Permanent Sanitary Sewerage Easement and a Temporary Construction Easement as described below, across and upon the following-described real property in Waukesha County, Wisconsin, subject to all of the terms stated below:

Subject Parcel:

Parcel Two (2) of Certified Survey Map No. 9902, being part of the Northeast One-quarter (1/4) and Southeast One-quarter (1/4) of the Northwest One-quarter (1/4), and the Northwest One-quarter (1/4), Southwest One-quarter (1/4) and Southeast One-quarter (1/4) of the Northeast One-Quarter (1/4) of Section Six (6), in Township Six (6) North, Range Nineteen (19) East in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the Office of the Register of Deeds for Waukesha County on October 28, 2004, in Volume 92 of Certified Survey Maps on Pages 124 to 132 inclusive, as Document No 3217944.

Permanent Sanitary Sewerage Easement Area:

Part of Parcel 2 of Certified Survey Map No. 9902 of the Northeast 1/4 of Section 6, Township 6 North, Range 19 East in the City of Waukesha, Waukesha County, Wisconsin.

Commencing at the Southwest corner of said Parcel 2; thence North 86° 35' 06" East along the South line of said Parcel 2 for a distance of 133.80 feet to the Point of Beginning "A"; thence North 25° 17' 18" West 235.76 feet to a point; thence North 05° 51' 35" East 915.65 feet to a point; thence North 09° 31' 45" East 89.19 feet to a point in the North line of said Parcel 2; thence North 88° 49' 13" East along aforesaid North line 20.35 feet to a point; thence South 09° 31' 45" West 64.06 feet to a point; thence North 48° 05' 32" East 96.48 feet to a point in the said North line; thence North 88° 49' 13" East along aforesaid North line 30.65 feet to a point; thence South 48° 05' 32" West 144.43 feet to a point; thence South 05° 51' 35" West 905.89 feet to a point; thence South 25° 17' 28" East 238.22 feet to a point in the said South line; thence South 86° 35' 06" West along the said South line 21.55 feet to the Point of Beginning.

Containing 27,218 sq. ft. or 0.6248 acres.

Temporary Construction Easement Area:

Part of Parcel 2 of Certified Survey Map No. 9902 of the Northeast 1/4 of Section 6, Township 6 North, Range 19 East in the City of Waukesha, Waukesha County, Wisconsin.

Commencing at the Southwest corner of said Parcel 2; thence North 86° 35' 06" East along the South line of said Parcel 2 for a distance of 133.80 feet to the Point of Beginning "A"; thence South 86°35'06" West along said South line 21.55 feet to a point; thence North 20°16'20" West 228.61 feet to a point; thence South 25°17'28" East 235.76 feet to the Point of Beginning.

Containing 2,358 sq. ft. or 0.0541 acres.

ALSO

Part of Parcel 2 of Certified Survey Map No. 9902 of the Northeast 1/4 of Section 6, Township 6 North, Range 19 East in the City of Waukesha, Waukesha County, Wisconsin.

Commencing at the Southwest corner of said Parcel 2; thence North 86° 35' 06" East along the South line of said Parcel 2 for a distance of 155.35 feet to the Point of Beginning "B"; thence North 25°17'28" West 238.22 feet to a point; thence North 05°51'35" East 905.89 feet to a point; thence North 48°05'32" East 144.43 feet to the North line of the Northeast 1/4 of said Section 6; thence North 88°49'13" East along the aforesaid line 30.65 feet to a point; thence South 48°05'32" West 159.93 feet to a point; thence South 05°51'35" West 892.59 feet to a point; thence South 20°22'39" East 233.50 feet to the Point of Beginning.

Containing 23,411 sq. ft. or 0.5374 acres.

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, 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 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. **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.
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 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 all uses and purposes that will not interfere with the rights granted to Grantee by this instrument.
5. **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.

6. **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.
7. **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.
8. **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.
9. **Governing Law.** This instrument shall be construed and enforced in accordance with the laws of the State of Wisconsin.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.

Conveyance made this 29 day of September, 2020.

Grantor:

Lois A. Howell

Lois A. Howell, Trustee
Howell Trust dated November 21, 2008

State of Wisconsin }
Outagamie } ss.
~~Waukesha~~ County }

Lois A. Howell personally came before me this 29 day of September, 2020, and is known to me to be the person who executed this instrument in the indicated capacity and acknowledged the same.

Judith A. Allen
Judith A. Allen, Notary Public,
Waukesha County, Wisconsin
My commission (is permanent)(expires 10/16/2020)



Grantee: City of Waukesha

By Shawn N. Reilly, Mayor

Attest: Gina L. Kozlik, City Clerk

State of Wisconsin }
 } ss.
Waukesha County }

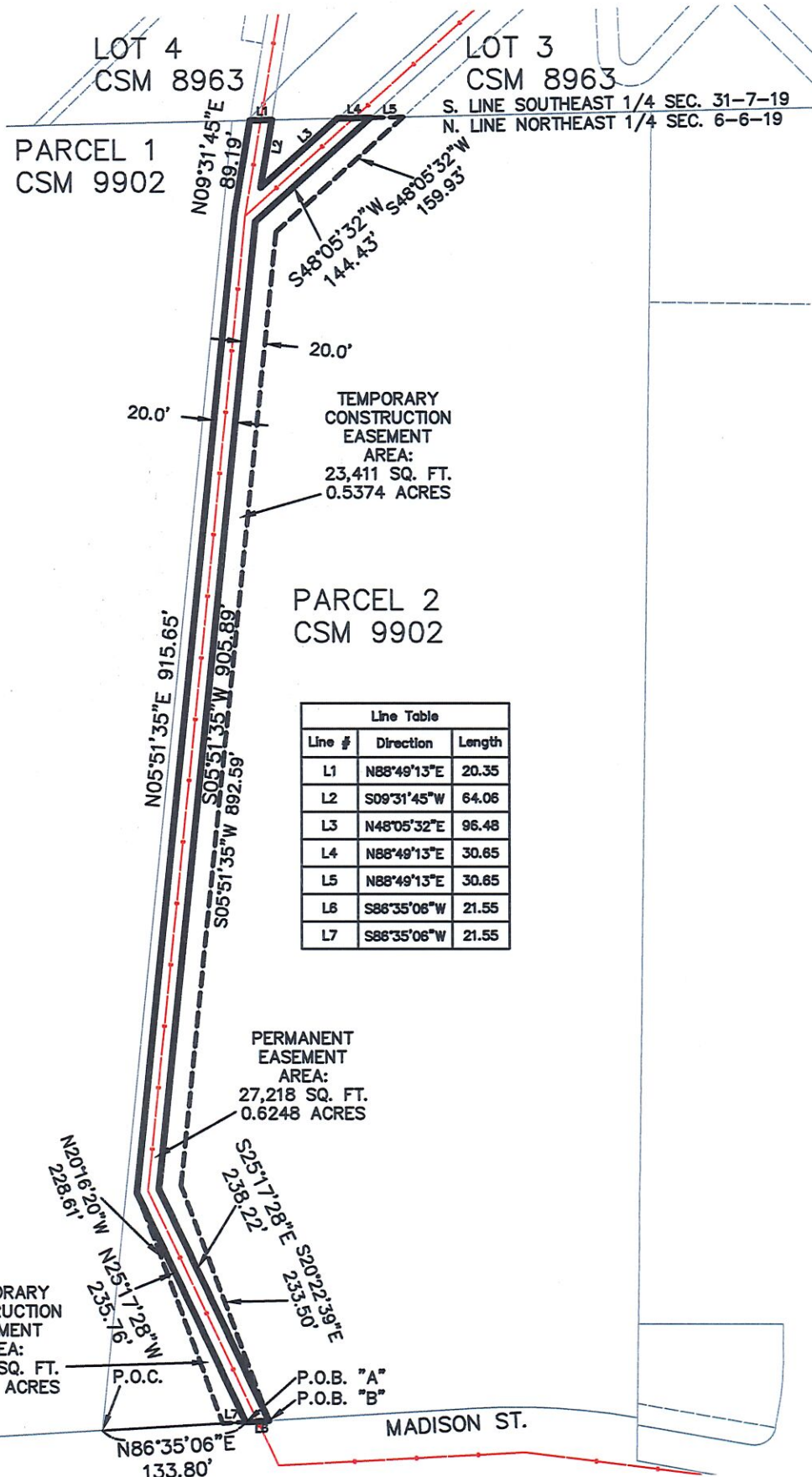
Shawn N. Reilly and Gina L. Kozlik personally came before me this _____ day of _____, 2020, and are known to me to be the persons who executed this instrument in the indicated capacities and acknowledged the same.

_____, Notary Public,
Waukesha County, Wisconsin
My commission (is permanent)(expires_____)

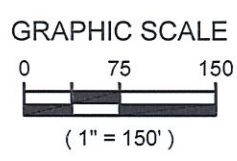
This instrument was drafted by City of Waukesha Department of Public Works.

EASEMENT EXHIBIT

TAX PARCEL ID # WAKC 1317108



Line Table		
Line #	Direction	Length
L1	N88°49'13"E	20.35
L2	S09°31'45"W	64.06
L3	N48°05'32"E	96.48
L4	N88°49'13"E	30.65
L5	N88°49'13"E	30.65
L6	S86°35'06"W	21.55
L7	S86°35'06"W	21.55



raSmith
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