

Document Number

PUBLIC ACCESS AND UTILITY EASEMENT

Name and Return Address:

Lara Czajkowski Higgins
P.O. Box 2107
La Crosse, WI 54602-2107

WAKC0975329002;
WAKC0975328; WAKC975329001
Parcel Identification Number (PIN)

PUBLIC ACCESS AND UTILITY EASEMENT AGREEMENT

THIS PUBLIC ACCESS AND UTILITY EASEMENT AGREEMENT, dated _____, 2023, by and between KT Real Estate Holdings LLC, a Delaware limited liability company (“Grantor”), and the City of Waukesha, Wisconsin and Waukesha Water Utility (collectively “Grantee”) for the purpose of public ingress/egress and for public utilities. The following statements are a material part of this Agreement:

- A. Grantor owns the real estate described on the attached Exhibit A (“Grantor’s Property”);
- B. Grantor is willing to grant Grantee public easement rights of ingress and egress and for public utility purposes over a portion of Grantor’s Property legally described and shown on the attached Exhibit B (“Easement Property”), pursuant to the terms and conditions contained in this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements and covenants are made:

PUBLIC INGRESS AND EGRESS AND UTILITY EASEMENT

Grantor grants and conveys to Grantee, for the benefit of the public, a permanent non-exclusive easement for vehicular and pedestrian ingress and egress to and from Grantee’s Property, and for utility purposes over, upon and across the Easement Property. Grantor reserves the right to utilize the Easement Property for any purpose that will not materially interfere with the rights granted herein. Use of the Easement Property by Grantee shall not unreasonably interfere with Grantor’s use and enjoyment of Grantor’s Property, including the Easement Property.

CONSTRUCTION/MAINTENANCE OF THE EASEMENT PROPERTY

Grantor agrees to construct the initial improvements and any subsequent improvements to the Easement Property. Grantor shall maintain in good condition and repair, or cause to be maintained and kept in repair, the Easement Property. Grantor shall not intentionally do any act which shall cause the Easement Property to become obstructed or in disrepair. Following any entry upon the Easement Property, Grantee agrees to promptly restore the surface to the condition existing immediately prior to such entry by Grantee or its agents.

WARRANTIES OF TITLE

Grantor warrants that it has good and indefeasible fee simple title to Grantor’s Property; that Grantor has the full right and lawful authority to grant the Easement, and that Grantee and its successors shall and may peaceably have, hold and enjoy the Easement.

RUNNING OF BENEFITS

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the owners of their respective properties.

[Signature Pages Follow]

GRANTOR:

KT REAL ESTATE HOLDINGS, LLC

By: _____

Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certifies that _____, the _____ of KT Real Estate Holdings, LLC, a Delaware limited liability company, has signed the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he executed the same voluntarily for and as the act of said company.

Dated this _____ day of _____, 2023.

Notary Public
State of Wisconsin, County of La Crosse
My commission: _____

GRANTEE:

CITY OF WAUKESHA, WISCONSIN

By: _____

Its: _____

By: _____

Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certifies that _____ and _____, the _____ and _____ of the City of Waukesha, Wisconsin, have signed the foregoing instrument, and who are known to me, acknowledged before me on this date that, being informed of the contents of the instrument, they executed the same voluntarily for and as the act of said city.

Dated this _____ day of _____, 2023.

Notary Public
State of Wisconsin, County of Waukesha
My commission: _____

GRANTEE:

WAUKESHA WATER UTILITY

By: _____

Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certifies that _____ the _____ of the Waukesha Water Utility, has signed the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, they executed the same voluntarily for and as the act of said city.

Dated this _____ day of _____, 2023.

Notary Public
State of Wisconsin, County of Waukesha
My commission: _____

EXHIBIT A

GRANTOR'S PROPERTY

Lots 1 and 2 of Certified Survey Map No. _____ recorded _____ in Volume _____, Page _____ as Document No. _____, being located on part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin.

EXHIBIT B

EASEMENT PROPERTY

[See Attached]

PUBLIC ACCESS & UTILITY EASEMENT

Part of Lot 1 in Certified Survey Map No. _____, being in the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of the Southwest 1/4 of said Section 28; thence South 87° 58' 34" West along the North line of said 1/4 Section a distance of 40.01 feet to a point in the West line of North Grandview Boulevard; thence South 01° 04' 31" East along said West line 220.08 feet to the point of beginning of lands to be described; thence continuing South 01° 04' 31" East along said West line 34.08 feet to a point; thence South 89° 01' 34" West 12.47 feet to a point; thence Southwesterly 15.77 feet along an arc of a curve, whose center lies the Southeast, whose radius is 10.00 feet and whose chord bears South 43° 50' 38" West 14.19 feet to a point; thence South 01° 20' 19" East 53.30 feet to a point in the North line of Lot 1 in Certified Survey Map No. 10151; thence South 88° 55' 29" West along said North line 30.00 feet to a point; thence North 01° 20' 19" West 97.17 feet to a point; thence North 88° 39' 24" East 52.69 feet to the point of beginning.

Said land contains 3,708 square feet.

ALSO:

Part of Lots 1 & 2 in Certified Survey Map No. _____, being in the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of the Southwest 1/4 of said Section 28; thence South 87° 58' 34" West along the North line of said 1/4 Section a distance of 301.04 feet to the point of beginning of lands to be described; thence South 01° 04' 31" East 220.86 feet to a point; thence South 29° 17' 41" East 104.78 feet to a point in the North line of Lot 1 in Certified Survey Map No. 10151; thence South 88° 55' 29" West along said North line 23.08 feet to a point; thence North 45° 30' 58" West 80.65 feet to a point; thence North 01° 04' 31" West 255.11 feet to a point in the South line of Meadow Lane; thence North 87° 58' 34" East along said South line 30.00 feet to the point of beginning.

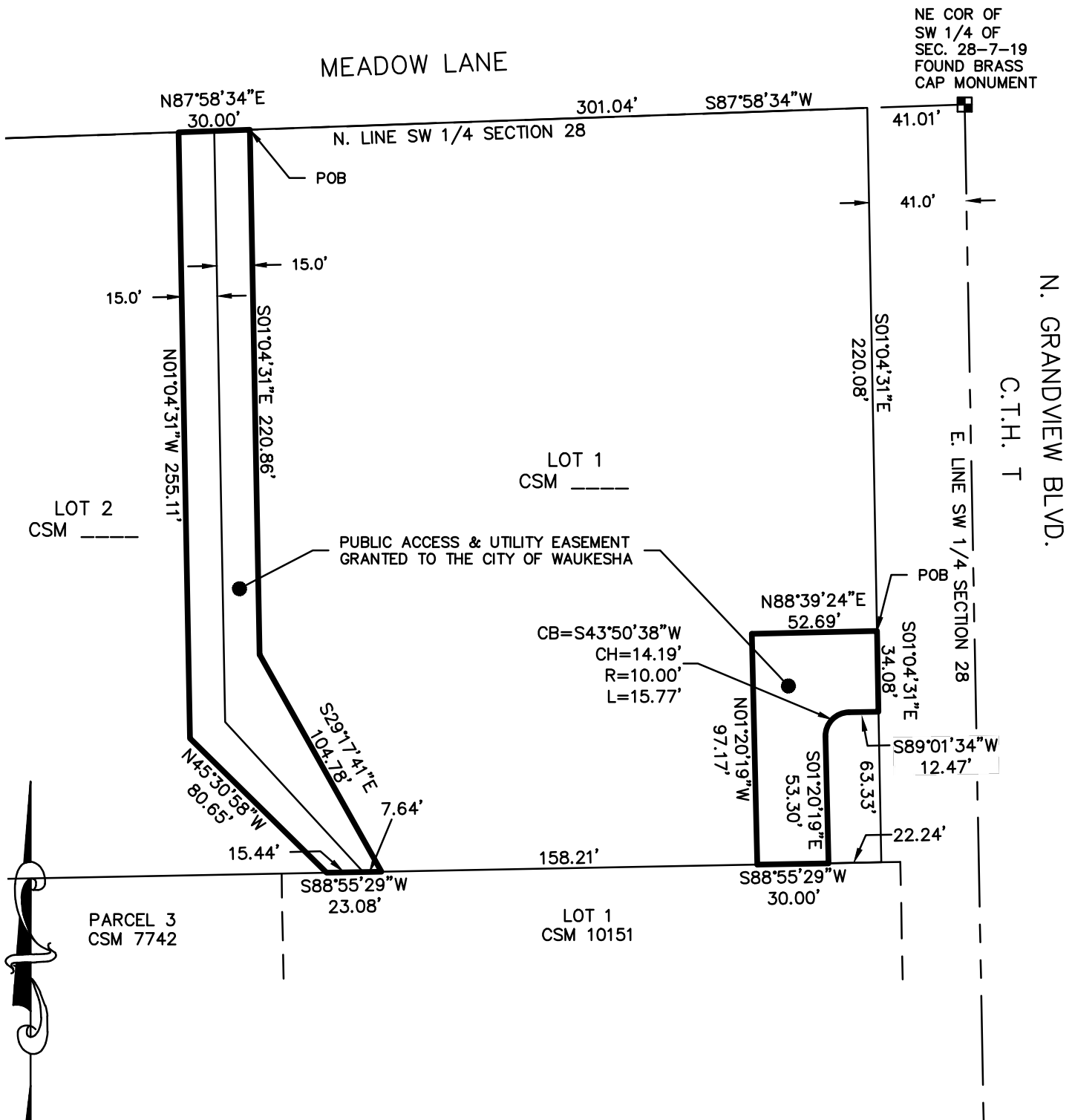
Said land contains 10,050 square feet.

Drawing No. 168679-RMK
October 3, 2023

raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

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