

**DEED**  
Sanitary Sewerage Easement Agreement

Parcel ID Number: WAKC 1333 136

After recording return to:  
Brian E Running, City Attorney  
City of Waukesha  
201 Delafield St Ste 206  
Waukesha WI 53188-3646

The Grantor, **Carroll University, Inc.**, for a good and valuable consideration, hereby conveys to the Grantee, the **City of Waukesha, Wisconsin**, a Sanitary Sewerage Easement, across and upon the following-described real property in Waukesha County, Wisconsin, referred to as the Easement Area, subject to all of the terms stated below:

All that part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section 10, Town 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin and being part of Lots 6 and 13, Block "D" of Laffin's Second Addition to the Village of Waukesha, and part of Pine Grove Addition, bounded and described as follows: A 20-foot-wide sanitary sewer easement, lying 10 feet to either side of, and adjacent to, the following-described center line: Commencing at the Southwest corner of Lot 49 of Pine Grove Subdivision, also being on the North right-of-way line of Newhall Avenue; thence South 88°12'15" West along said North right-of-way line of Newhall Avenue 149.78 feet to the Point of Beginning; thence continuing Northerly 737.51 feet along the arc of a curve, said curve having a radius of 1333.60 feet, a curve center lying to the east, and a chord of 728.15 feet bearing North 14°02'56" East, to Reference Point "A;" continuing Northerly along said arc of curve 255.94 feet, with a curve center lying to the East, with a chord of 255.54 feet bearing North 35°23'23" East; thence continuing North 39°49'46" East 23.98 feet to the North line of Laffin's Second Addition to the Village of Waukesha and the Point of Termination.

Also a 30-foot-wide sanitary sewer easement, lying 15 feet to either side of, and adjacent to, the following-described center line: Beginning at Reference Point "A" described above; thence North 87°57'52" East along the center line of vacated Harvey Avenue 217.94 feet to the Point of Termination, being on the West line of Harvey Avenue.

As further described in 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, 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 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 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**Grantor: Carroll University, Inc.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

State of Wisconsin }  
                                  } ss.  
Waukesha County    }

\_\_\_\_\_ and \_\_\_\_\_ personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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\_\_\_\_\_)

**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 \_\_\_\_\_, 2015, 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 Brian E. Running, City Attorney, Waukesha, Wisconsin.