

**EASEMENT**  
Stormwater Sewer Easement Agreement

Parcel ID Numbers: **WAKC 1314 185**  
**WAKC 1314 186**  
**WAKC 1314 187**  
**WAKC 1314 188**  
**WAKC 1314 191**  
**WAKC 1314 192**  
**WAKC 1314 193**  
**WAKC 1314 194**  
**WAKC 1314 195**

After recording return to:  
City of Waukesha Engineering Dept  
201 Delafield St  
Waukesha WI 53188

The Grantors, **Joel J. Francoeur and Joan L. Francoeur**, husband and wife; **John J. Trotter and Darlene M. Trotter**, husband and wife; **Gary C. Hauser and Mary L. Hauser**, trustees of the Gary C. Hauser and Mary L. Hauser Revocable Trust U/A dated March 30, 2017; **Joy J. Hoeft**, trustee of the Joy J. Hoeft Revocable Trust dated October 17, 2013; **Jerry R. Hoopfer and Judith A. Hoopfer**, trustees of the Revocable Trust of Jerry R. Hoopfer and Judith A. Hoopfer dated November 6, 2000; **Cynthia Carrigan and Joseph Carrigan**, wife and husband; **Edward W. Raether and Arlene J. Raether**, husband and wife; **L. James Kramer and Doris B. Kramer**, husband and wife; and **The Mitchell Real Estate Trust dated May 18, 1991**; as all of the Unit owners of Sutton Place, a Village of Brookshire Condominium, for a good and valuable consideration, the receipt of which is acknowledged, hereby convey to the Grantee, the **City of Waukesha, Wisconsin**, a permanent 20-foot wide stormwater sewer easement, referred to as the Easement Area, legally described as follows, subject to all of the terms stated below:

**Easement Area**

Described as commencing at the North 1/4 corner of said Section 5; thence S 88°28'14" W, along the North line of said NW 1/4, 155.00 feet to a point on the East line of Comanche Lane; thence S 01°29'32" E, along the East line of Comanche Lane, 37.44 feet to a point of curvature; thence continuing along the East line of Comanche Lane, Southwesterly 630.66 feet along the arc of a curve to the right, whose radius is 521.41 feet and whose chord bears S 33°09'28" W, 592.91 feet, to a point of reverse curvature; thence continuing along the East line of Comanche Lane, Southwesterly 54.45 feet along the arc of a curve to the left, whose radius is 210.81 feet and whose chord bears S 60°24'28" W, 54.30 feet, to a point of tangency; thence S 53°00'28" W along the East line of Comanche Lane, 30.00 feet, to a point of curvature; thence continuing along the East line of Comanche Lane, Southwesterly 409.67 feet along the arc of a curve to the left, whose radius is 984.83 ft and whose chord bears S 41°05'27" W, 406.73 feet to the POINT OF BEGINNING of the Center Line of a 20' Wide Utility Easement; thence S 63°42'26" E along the center line of an existing storm sewer line, 152.03 feet; thence S 51°08'35" E along the center line of an existing storm sewer line, 84.42 feet to the edge of water.

Also see attached Exhibit 1.

**The Easement Area lies within the following real property:**

Sutton Place, a Village of Brookshire Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Waukesha County, Wisconsin, on September 21, 1990, as Document No. 1613752, said condominium being located in the City of Waukesha, County of

Waukesha, State of Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto.

### 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 install, construct, operate, inspect, maintain, repair, improve, supplement, reconstruct, and remove underground and above-ground stormwater sewer utility facilities, including sewer pipes and appurtenances ordinarily associated with such facilities, such as drains, manholes, collectors, valves, connections, and junction boxes; along with a right of ingress and egress across the Easement Area as reasonably required for the Grantee and the Grantee's contractors to perform such work. The size, type and quantity of the underground stormwater sewer utility facilities shall be as determined by the Grantee.
2. **Restrictions within Easement Area.** Grantors, and any persons or entities under contract with Grantors or subject to Grantors' 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 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 Grantors to minimize damage to items to be removed from the Easement Area.
4. **Restoration of Surface.** Grantee shall restore the surface, including any pavement, 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.
5. **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 Grantors' and Grantee's successors in interest.
6. **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.
7. **Governing Law.** This instrument shall be construed and enforced in accordance with the laws of the State of Wisconsin.
8. **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.

9. **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.
10. **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.
11. **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.

Signature pages follow.

Unit 1, 201 North Comanche Lane

\_\_\_\_\_  
Joel J. Francoeur

\_\_\_\_\_  
Joan L. Francoeur

State of Wisconsin }  
                          } ss.  
Waukesha County   }

Joel J. Francoeur and Joan L. Francoeur personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, and are known to me to be the persons who executed this instrument and acknowledged the same.

\_\_\_\_\_, Notary Public,  
Waukesha County, Wisconsin  
My commission (is permanent)(expires\_\_\_\_\_)

Unit 2, 203 North Comanche Lane

\_\_\_\_\_  
John J. Trotter

\_\_\_\_\_  
Darlene M. Trotter

State of Wisconsin }  
                          } ss.  
Waukesha County   }

John J. Trotter and Darlene M. Trotter personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, and are known to me to be the persons who executed this instrument and acknowledged the same.

\_\_\_\_\_, Notary Public,  
Waukesha County, Wisconsin  
My commission (is permanent)(expires\_\_\_\_\_)

Unit 3, 205 North Comanche Lane

\_\_\_\_\_  
Gary C. Hauser, Trustee

\_\_\_\_\_  
Mary L. Hauser, Trustee

State of Wisconsin }  
                          } ss.  
Waukesha County   }

Gary C. Hauser and Mary L. Hauser personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, and are known to me to be the persons who executed this instrument and acknowledged the same.

\_\_\_\_\_, Notary Public,  
Waukesha County, Wisconsin  
My commission (is permanent)(expires\_\_\_\_\_)

Unit 4, 207 North Comanche Lane

\_\_\_\_\_  
Joy J. Hoeft, Trustee

State of Wisconsin }  
                              } ss.  
Waukesha County   }

Joy J. Hoeft personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, and is known to me to be the person who executed this instrument and acknowledged the same.

\_\_\_\_\_, Notary Public,  
Waukesha County, Wisconsin  
My commission (is permanent)(expires\_\_\_\_\_)

Unit 5, 209 North Comanche Lane

\_\_\_\_\_  
Jerry R. Hoopfer

\_\_\_\_\_  
Judith A. Hoopfer

State of Wisconsin }  
                          } ss.  
Waukesha County   }

Jerry R. Hoopfer and Judith A. Hoopfer personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, and are known to me to be the persons who executed this instrument and acknowledged the same.

\_\_\_\_\_, Notary Public,  
Waukesha County, Wisconsin  
My commission (is permanent)(expires\_\_\_\_\_)



Unit 6, 211 North Comanche Lane

\_\_\_\_\_  
Cynthia Carrigan

\_\_\_\_\_  
Joseph Carrigan

State of Wisconsin }  
                                  } ss.  
Waukesha County }

Cynthia Carrigan and Joseph Carrigan personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, and are known to me to be the persons who executed this instrument and acknowledged the same.

\_\_\_\_\_, Notary Public,  
Waukesha County, Wisconsin  
My commission (is permanent)(expires\_\_\_\_\_)

Unit 7, 213 North Comanche Lane

\_\_\_\_\_  
Edward W. Raether

\_\_\_\_\_  
Arlene J. Raether

State of Wisconsin }  
                          } ss.  
Waukesha County   }

Edward W. Raether and Arlene J. Raether personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, and are known to me to be the persons who executed this instrument and acknowledged the same.

\_\_\_\_\_, Notary Public,  
Waukesha County, Wisconsin  
My commission (is permanent)(expires\_\_\_\_\_)

Unit 8, 215 North Comanche Lane

\_\_\_\_\_  
L. James Kramer

\_\_\_\_\_  
Doris B. Kramer

State of Wisconsin }  
                              } ss.  
Waukesha County    }

L. James Kramer and Doris B. Kramer personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, and are known to me to be the persons who executed this instrument and acknowledged the same.

\_\_\_\_\_, Notary Public,  
Waukesha County, Wisconsin  
My commission (is permanent)(expires\_\_\_\_\_)

**Unit 9, 217 North Comanche Lane**

\_\_\_\_\_  
(sign above, print name below)

Name: \_\_\_\_\_

Trustee, Mitchell Real Estate Trust dated May 18, 1991

\_\_\_\_\_  
(sign above, print name below)

Name: \_\_\_\_\_

Trustee, Mitchell Real Estate Trust dated May 18, 1991

State of Wisconsin }  
                              } ss.  
Waukesha County    }

\_\_\_\_\_ and \_\_\_\_\_ personally came before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024, and are known to me to be the persons who executed this  
instrument as trustees of the Mitchell Real Estate Trust dated May 18, 1991 and acknowledged the same.

\_\_\_\_\_, Notary Public,  
Waukesha County, Wisconsin  
My commission (is permanent)(expires\_\_\_\_\_)

**Grantee: City of Waukesha**

\_\_\_\_\_  
By Shawn N. Reilly, Mayor

\_\_\_\_\_  
Attest: Sara Spencer, Interim City Clerk

State of Wisconsin }  
                              } ss.  
Waukesha County    }

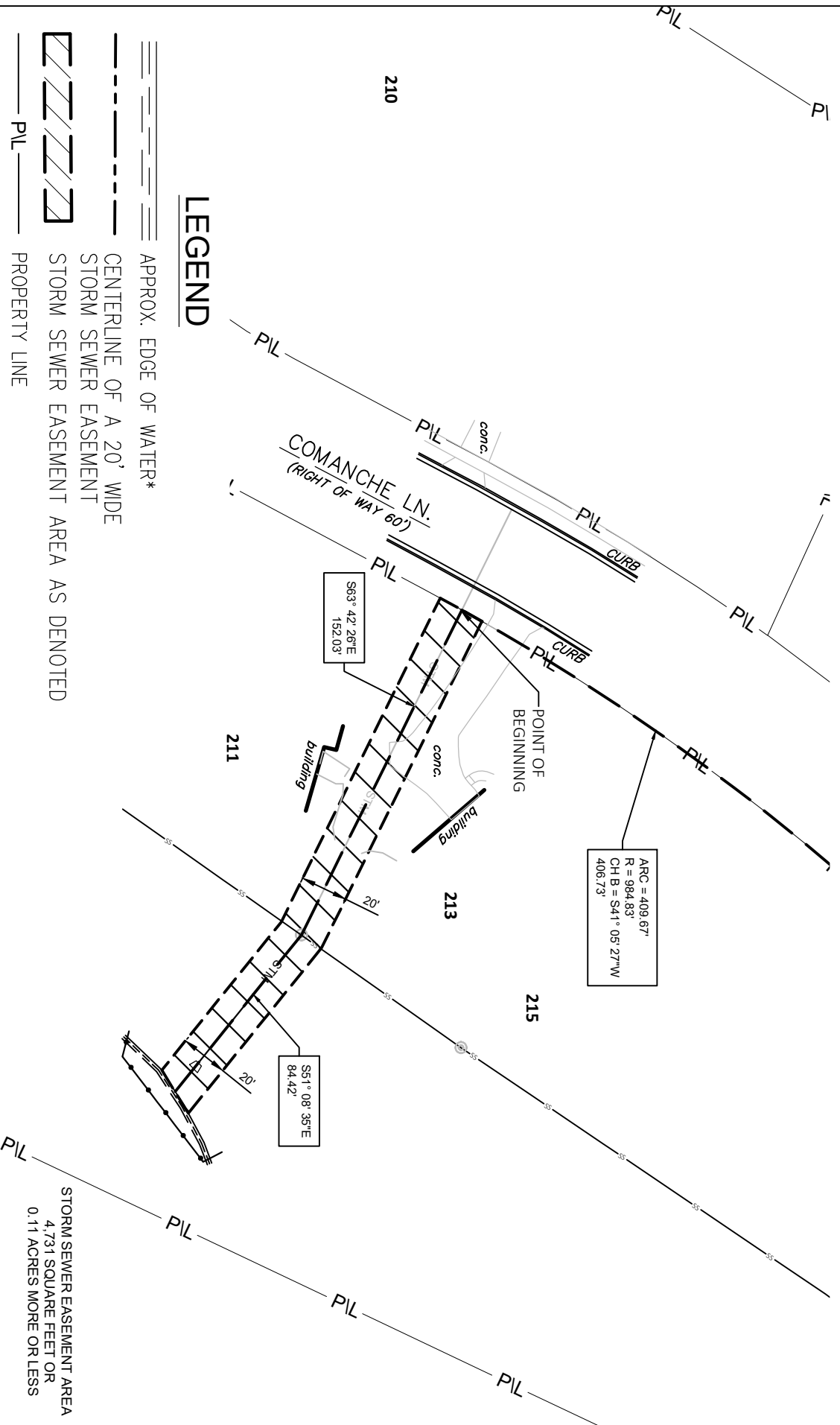
Shawn N. Reilly and Sara Spencer personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, and are known to me to be the persons who executed this instrument in the indicated capacities and acknowledged the same.

\_\_\_\_\_, Notary Public,  
Waukesha County, Wisconsin  
My commission (is permanent)(expires \_\_\_\_\_)

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

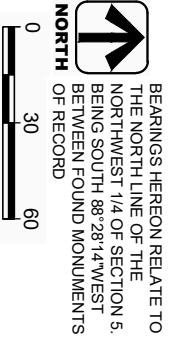
# Exhibit 1

## PERMANENT STORM SEWER EASEMENT MAP



### LEGEND

- APPROX. EDGE OF WATER\*
- CENTERLINE OF A 20' WIDE STORM SEWER EASEMENT
- STORM SEWER EASEMENT AREA AS DENOTED
- PROPERTY LINE



# AYRES

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Waukesha, WI 53186  
262.523.4488  
AyresAssociates.com

DRAWN BY:	NICK SCHRAMMER
DATE:	3/26/2024
REVISIONS:	_____