

**UTILITY
EASEMENT
AGREEMENT**

Document Number

Document Title

Recording Area

Name and Return Address:

PIN:

WAKC1308263

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UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (this "Agreement") is made this ____ day of _____, 2025, and is granted by KEBB CS-WA, LLC, a Wisconsin limited liability company ("Grantor") to CITY OF WAUKESHA ("Grantee").

WHEREAS, Grantor is the owner of a parcel of land located in Waukesha County, Wisconsin legally described on Exhibit A attached hereto (the "Parcel"); and

WHEREAS, Grantor wishes to provide a utility easement and access to Grantee over, under, across, along and upon that portion of the Parcel described on Exhibit B attached hereto (the "Easement Area") for the purposes set forth herein.

WHEREAS, for the avoidance of doubt, a depiction of the specific location of the Easement Area is attached as Exhibit C.

NOW, THEREFORE, for a valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and for other good and valuable consideration, including the terms, conditions and mutual agreements contained herein, the parties hereto agree as follows:

1. Grantor hereby grants to Grantee and Grantee's successors and assigns a perpetual and non-exclusive easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove electrical facilities and associated appurtenances used in connection with underground distribution of electricity and electric energy for such purposes as the same is now or may hereafter be used, all in over, under, across, along and upon the Easement Area, together with (a) the right of ingress, egress and access to the Easement Area over the Parcel as may be reasonably necessary, (b) the right to trim and cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and (c) the right to remove and clear all obstructions from the surface and subsurface as may be reasonably required incident to the rights herein given. Grantee agrees to restore or cause to have restored the Easement Area, including all damage to property, fences, lawns, parking lots, and roads (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities to the condition existing prior to such entry by Grantee or its agents, employees and contractors. This restoration, however, does not apply to any trees, brush, roots, or other obstructions which may be removed at any time pursuant to the rights herein granted. Buildings, structures, obstructions and planting of trees shall not be placed within the Easement Area without the prior written consent of Grantee. The grade of the Easement Area shall not be altered by more than six inches without written consent of Grantee. The Grantee shall not have the right to construct or place buildings or any other facilities other than the above described facilities.

2. The easement rights granted herein over, under, across, along and upon lands the Easement Area shall be for the benefit of Grantee and Grantee's successors and assigns. The Grantee, its heirs, successors and assigns, shall have the right to make any improvements to the Easement Area that they deem necessary for the purposes set forth herein. All costs associated

with the improvements, repairs and maintenance of the Easement Area (as may be required pursuant to the terms of this Agreement) shall be the sole responsibility of Grantee, and its successors and assigns, except to the extent that any such costs are incurred as the result of the acts or omissions of Grantor.

3. This Easement is **not** an exclusive easement, it being understood that Grantor, as owner of the Parcel, shall have the right and power to grant other easements and rights of use over and across said Parcel, including the Easement Area, as it may in its sole discretion decide, provided, however, that Grantor, on behalf of itself and its successors and assigns, agrees not to obstruct or interfere with Grantee's use of the Easement Area as described herein. The Grantor, the heirs, successors and assigns, expressly reserves the right of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.

4. This Agreement shall be binding upon, and run forever with, the Parcel and shall be binding upon and shall inure to the benefit of Grantor (as the present owner of the Parcel), Grantee and their respective successors and assigns.

5. Grantee, on behalf of itself and its successors and assigns, agrees to defend, indemnify and hold harmless the Grantor and its successors and assigns, from any and all liability, damages, causes of action, actions, claims, expenses and reasonable attorney's fees incurred by Grantor or its successors and assigns by reason of or arising out of any acts or omissions of the Grantee in the use and enjoyment of this easement and/or by reason of the failure of the Grantee to fulfill, perform and/or discharge any of their various commitments, obligations and liabilities in connection with the use, maintenance and repair of the Easement Area; provided, however, notwithstanding anything to the contrary set forth herein, Grantee shall have no obligation to defend, indemnify or hold Grantor (or its successors and assigns) harmless from any liability, damages, causes of action, actions, claims, expenses or fees arising from or relating to the negligence or willful misconduct of Grantor or Grantor's agents, employees, or contractors.

[SIGNATURE PAGES FOLLOW]

GRANTOR:

KEBB CS-WA LLC

Dated: _____, 2025 _____
_____, _____ (title)

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and signed, sealed and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2025.

Notary Public – State of Wisconsin
My Commission - _____

GRANTEE:

CITY OF WAUKESHA

Dated: _____, 2025 _____
_____, _____ (title)

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and signed, sealed and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2025.

Notary Public – State of Wisconsin
My Commission - _____

Exhibit A

Parcel

W 88' OF LOT 7, N 40' OF LOT 6 & S 112' OF LOT 8 & STRIP OFF E SI LOT 7, 12' WIDE
AT S END & 16' WIDE AT N END BLK 2 CUTLER'S ADD PT SE1/4 & NE1/4 SEC 3 T6N
R 19E DOC NO 4723591

Exhibit B

Easement Area

Part of Lot 6 in Block 2 of Cutler's Addition to Prairieville, being part of the Northwest 1/4 of the Southeast 1/4 of Section 3, Township 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin being more particularly described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 3; thence North 00°-28'-46" East along the West line of said Southeast 1/4, a distance of 2,501.23 feet to the Westerly extension of the Northerly right-of-way line of Wisconsin Avenue; thence North 87°-42'-12" East along said Westerly extension and said Northerly right-of-way line, a distance of 1,033.38 feet to the Easterly right-of-way line of Clinton Street; thence North 02°-17'-48" West along said Easterly right-of-way line, a distance of 25.63 feet; thence North 87°-42'-12" East, a distance of 6.34 feet to the point of beginning; thence continuing North 87°-42'-12" East, a distance of 37.74 feet; thence South 02°-17'-48" East, a distance of 25.28 feet; thence Northwesterly 47.16 feet on a curve to the right having a radius of 50.00 feet, the chord of said curve bears North 58°-28'-53" West, a chord distance of 45.43 feet to the point of beginning.

Exhibit B

Easement Map

