

EASEMENT
Sanitary Sewerage Easement Agreement

Parcel ID Number: WAKC 1003 959

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

The Grantor, **City of Waukesha**, for a good and valuable consideration, the receipt of which is acknowledged, hereby conveys to the Grantee, **MetalTek International, Inc.**, a 10-foot wide sanitary sewerage easement upon and across the following-described real property in Waukesha County, Wisconsin, referred to herein as the Easement, subject to all of the terms stated below:

Part of the Northwest 1/4 of the Southwest 1/4 of Section 35, Township 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, described as follows:

Commencing at the Southeast corner of Lot 5, Block "H", Griffin's Addition to the City of Waukesha; thence South 38°22'23" East 72.95 feet to a point; thence Southwesterly 95.74 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 2291.08 feet, and whose chord bears South 28°00'08" West 95.73 feet to the Point of Beginning; thence South 58°44'31" East 18.36 feet to a point; thence South 31°30'17" West 10.00 feet to a point; thence North 58°44'31" West 17.98 feet to a point; thence Northeasterly 10.01 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 2291.08 feet, and whose chord bears North 29°19'28" East 10.01 feet to the Point of Beginning.

Said lands containing 182 square feet or 0.0042 acres.

See also 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 to install, construct, operate, inspect, maintain, repair, improve, supplement, reconstruct, and remove an underground sanitary sewer lateral to connect to a sanitary sewer main owned and operated by the Grantor, including appurtenances ordinarily associated with such facilities; along with a right of ingress and egress across the Easement as reasonably required for the Grantee and the Grantee's contractors to perform such work. All connections to Grantor's sanitary sewer facilities shall comply with Waukesha Municipal Code Chapter 29 and all rules of the City of Waukesha Department of Public Works.
2. **Restrictions within Easement.** 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 without the prior approval of the Grantee:
 - a. Place or construct any buildings or other 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.** In order to perform any activities authorized in section 1, Grantee may remove any items from the Easement 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, and shall cooperate with Grantor to minimize damage to items to be removed from the Easement.

- 4. **Indemnification.** The Grantee shall indemnify and defend 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 or maintenance of a sanitary sewer lateral or other improvements, or exercise of the rights granted by this instrument, on or in the Easement; except those liabilities, damages or losses arising from the acts or omissions of the Grantor or Grantor's permittees, licensees, employees, agents, or contractors.
- 5. **Restoration of Surface.** Grantee shall restore the surface, including pavement, of the Easement and the parcel across which the Easement lies, disturbed by any of Grantee's acts permitted under section 1, as nearly as is reasonably possible to its condition before the disturbance.
- 6. **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.
- 7. **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.
- 8. **Governing Law.** This instrument shall be construed and enforced in accordance with the laws of the State of Wisconsin.
- 9. **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.
- 10. **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.
- 11. **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.

Dated this _____ day of _____, 2024.

Grantor: City of Waukesha

By Shawn N. Reilly, Mayor

Attest: Sara Spencer, 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_____)

Grantee: MetalTek International, Inc.

(sign above)

Print name: _____

Title: _____

State of Wisconsin }
 } ss.
Waukesha County }

_____ personally came before me this _____ day of _____, 2024, and is known to me to be the person who executed this instrument in the indicated capacity 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.

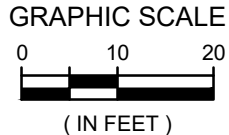
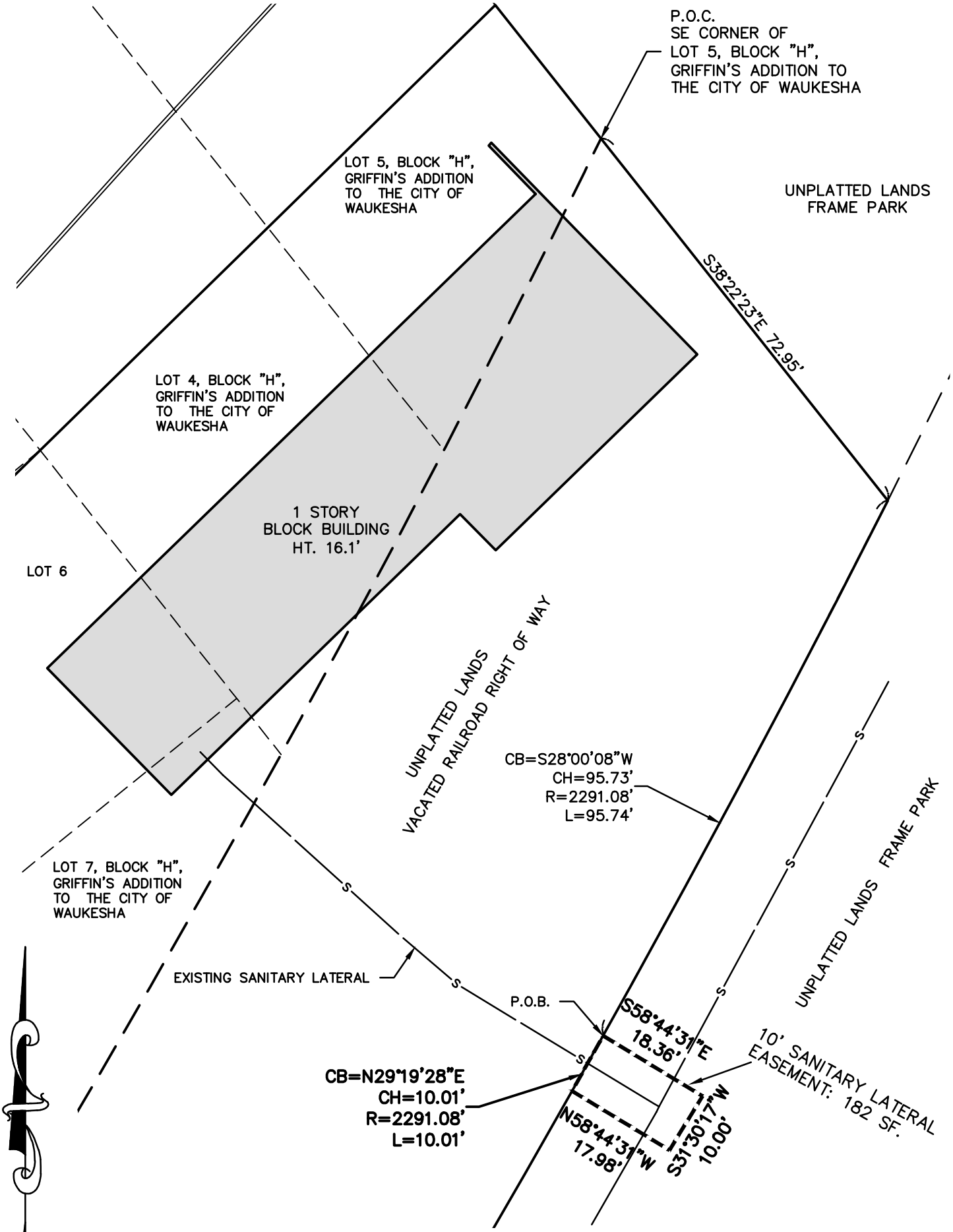
EXHIBIT A

SANITARY SEWERAGE EASEMENT

PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF LOT 5, BLOCK "H", GRIFFIN'S ADDITION TO THE CITY OF WAUKESHA; THENCE SOUTH 38°22'23" EAST 72.95 FEET TO A POINT; THENCE SOUTHWESTERLY 95.74 FEET ALONG THE ARC OF A CURVE, WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2291.08 FEET, AND WHOSE CHORD BEARS SOUTH 28°00'08" WEST 95.73 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 58°44'31" EAST 18.36 FEET TO A POINT; THENCE SOUTH 31°30'17" WEST 10.00 FEET TO A POINT; THENCE NORTH 58°44'31" WEST 17.98 FEET TO A POINT; THENCE NORTHEASTERLY 10.01 FEET ALONG THE ARC OF A CURVE, WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2291.08 FEET, AND WHOSE CHORD BEARS NORTH 29°19'28" EAST 10.01 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 182 SQUARE FEET OR 0.0042 ACRES.

DATE: JULY 3, 2024
 DRAWING NO: 164719-KAC



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