

**EASEMENT**  
Sanitary Sewerage Easement Agreement

**Parcel ID Number: WAKC 0988 134**

After recording return to:  
Chris Langemak  
City of Waukesha Engineering Division  
130 Delafield St  
Waukesha WI 53188

The Grantor, **McMahon Petroleum, LLC.**, for a good and valuable consideration, hereby conveys to the Grantee, the **City of Waukesha, Wisconsin**, a Permanent Sanitary Sewerage Easement and a Temporary Construction 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:

**Subject Parcel:**

Lot 1 of Certified Survey Map No. 9398, recorded on June 26, 2002 in Volume 85 of Certified Survey Maps on Pages 281 to 285 inclusive as Document No. 2815513, being a part of the Northeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 31, T7N, R19E, City of Waukesha, County of Waukesha, State of Wisconsin; EXCEPTING lands conveyed to Waukesha County by Warranty Deed dated December 1, 2016 and recorded December 21, 2016 by the Register of Deeds for Waukesha County, Wisconsin as Document No. 4253301.

**Permanent Sanitary Sewerage Easement Area:**

Part of Lot 1 of Certified Survey Map No. 9398 of the Southeast 1/4 of Section 31, Township 7 North, Range 19 East in the City of Waukesha, Waukesha County, Wisconsin.

Commencing at the Northeast corner of said Lot 1 of Certified Survey Map No. 9398; thence South 35° 50' 50" West along the West line of said Lot 1 for a distance of 625.02 feet to the Point of Beginning "A"; thence South 74° 52' 59" East 123.38 feet to a point; thence North 86° 34' 45" East 20.98 feet to a point; thence South 03° 25' 15" East 61.11 feet to a point in the South line of said Lot 1; thence North 78° 06' 37" West along the aforesaid South line 20.74 feet to a point; thence North 03° 25' 15" West 34.21 feet to a point; thence North 74° 52' 59" West 138.68 feet to a point in the said West line; thence North 35° 50' 50" East along the aforesaid West line 21.38 feet to the Point of Beginning.

Containing 3,798 sq. ft. or 0.0871.

**Temporary Construction Easement Area:**

Part of Lot 1 of Certified Survey Map No. 9398 of the Southeast 1/4 of Section 31, Township 7 North, Range 19 East in the City of Waukesha, Waukesha County, Wisconsin.

Commencing at the Northeast corner of said Lot 1 of Certified Survey Map No. 9398; thence South 35° 50' 50" West along the West line of said Lot 1 for a distance of 625.02 feet to a point; thence South 74° 52' 59" East 61.49 feet to the Point of Beginning "B"; thence North 15° 07' 01" East 20.00 feet to a point; thence South 74° 52' 59" East 58.62 feet to a point; thence North 86° 34' 45" East 37.71 feet to a point; thence South 03° 25' 15" East 86.58 feet to a point on the South line of said Lot 1; thence North 78° 06' 37" West along the aforesaid line 20.74 feet to a point; thence North 03° 25' 15" West 61.11 feet to a point; thence South 86° 34' 45" West 20.98 feet to a point; thence North 74° 52' 59" West 61.89 feet to the Point of Beginning.

Containing 3,269 sq. ft. or 0.0750 acres.

## 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 all uses and 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.
16. **Existing Sanitary Easements.** After completion of the sewer construction project, existing sanitary sewer easements shown on Lot 1 of Certified Survey Map No. 9398 for sewers abandoned as part of the project will be vacated by a separate document.

Conveyance made this 11<sup>th</sup> day of September, 2020.

Grantor: McMahon Petroleum, LLC

*[Handwritten Signature]*

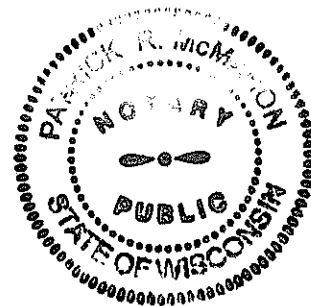
By: Ed McMahon  
 Title: Member Manager

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

State of Wisconsin }  
 Waukesha County } ss.

Ed McMahon and \_\_\_\_\_ personally came before me this 11<sup>th</sup> day of September, 2020, and are known to me to be the persons who executed this instrument in the indicated capacities and acknowledged the same.

*[Handwritten Signature]*  
 \_\_\_\_\_, 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    }

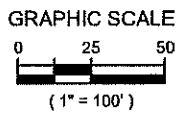
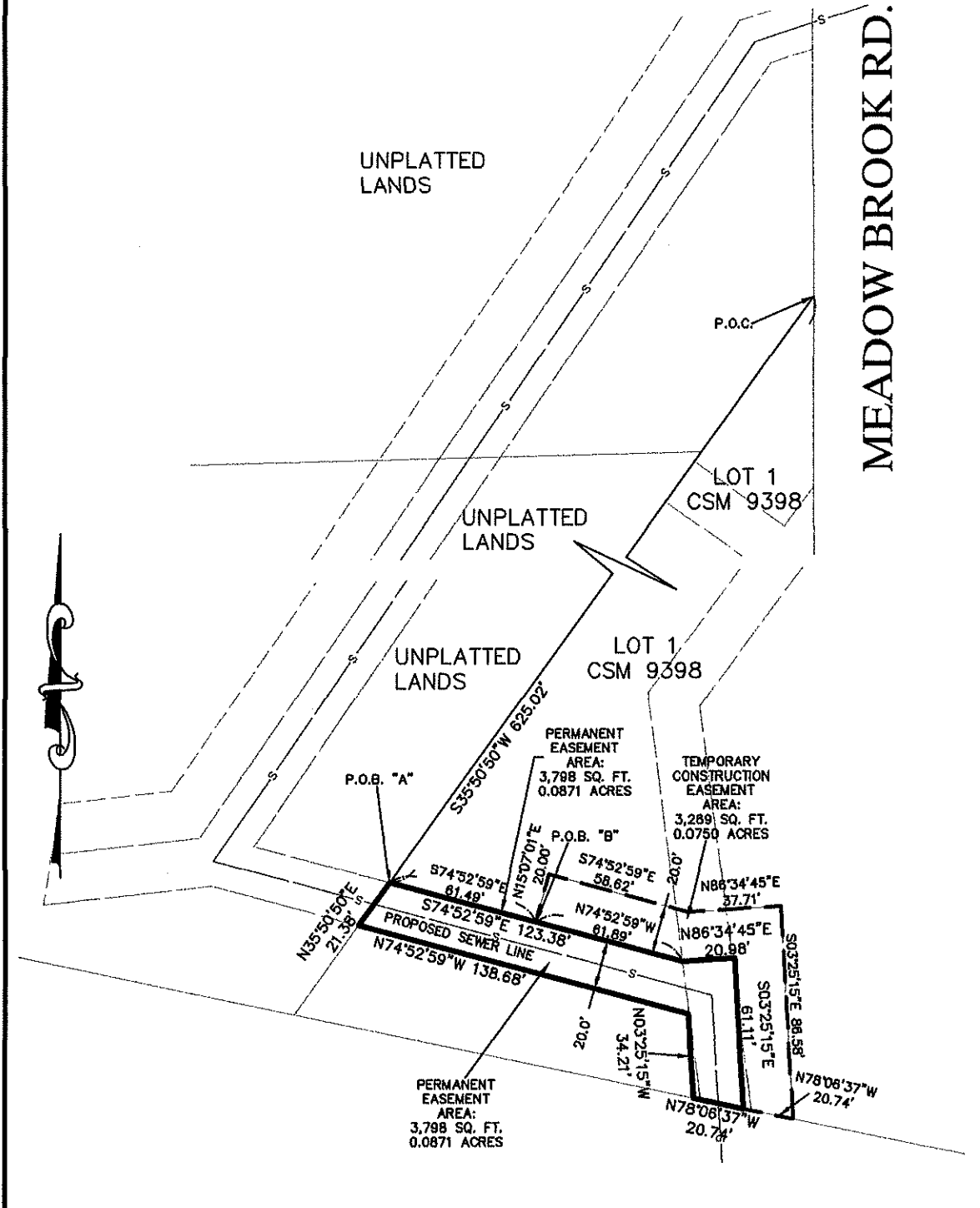
Shawn N. Reilly and Gina L. Kozlik personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, and are known to me to be the persons who executed this instrument in the indicated capacities and acknowledged the same.

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

This instrument was drafted by City of Waukesha Department of Public Works.

# EASEMENT EXHIBIT

TAX PARCEL ID # WAKC 0988134



**raSmith**  
CREATIVITY BEYOND ENGINEERING

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