

EASEMENT
Public Sidewalk Easement Agreement

Parcel ID Number: WAKC 1342 998

After recording return to:
City Attorney
Waukesha City Hall
201 Delafield St Ste 206
Waukesha WI 53188-3646

The Grantor, **Waukesha RE, LLC**, grants to the **City of Waukesha**, a Wisconsin municipal corporation, referred to herein as the City, a permanent Sidewalk Easement, as hereinafter described, on and across the following-described Property, within the following-described Easement Area:

Legal description of the Property:

Lot 1 of Certified Survey Map No. @@, recorded by the Register of Deeds for Waukesha County on @@, at Volume @@ of Certified Survey Maps, pages @@ to @@, as Document No. @@.

Legal description of the Easement Area on the Property:

Part of the Northeast 1/4 of the Northwest 1/4 of Section 12, Town 6 North, Range 19 East, City of Waukesha, Waukesha County, State of Wisconsin, bounded and described as follows:

Commencing at the North 1/4 corner of said Section 12; thence South 00°07'48" East, along the North 1/4 line of said Section, 48.01 feet to the South line of County Trunk Highway "D"; continue thence South 00°07'48" East, 17.00 feet along said 1/4 section line to the Northeast corner of Lot 1 of Certified Survey Map No. @@ to the point of beginning; continue thence South 00°07'48" East, 6.00 feet along said 1/4 section line; thence South 88°55'06" West, 75.00 feet; thence North 00°07'48" West, 6.00 feet to the North line of Lot 1 of Certified Survey Map No. @@; thence North 88°55'06" East, 75.00 feet along said North line to the point of beginning.

Said easement contains 450 square feet of land, more or less.

Grantor is the owner in fee of the above-described Property. As a condition of approval of development plans, the City of Waukesha has requested that Grantor grant a permanent sidewalk easement, referred to herein as the Sidewalk Easement, over the above-described Easement Area, and Grantor has agreed to do so. Therefore, Grantor agrees as follows:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to the City, a perpetual Sidewalk Easement and right-of-way across and through the Easement Area. The scope of the Sidewalk Easement shall be that the City may construct, maintain, repair, and replace as necessary a paved sidewalk within the Easement Area, according to the City's standards, specifications, and policies, and that the public may enter onto, cross, and use the Sidewalk Easement in any manner customarily associated with the use of public sidewalks and in compliance with all applicable laws. Regardless of the scope of this Sidewalk Easement, the Grantor shall be responsible for construction, maintenance, repair, or replacement of sidewalk within the Easement Area if required to do so by any Development Agreement or other contract with the City, and nothing in this instrument shall be deemed to relieve Grantor or any successor of such responsibilities.
2. Grantor shall be responsible for compliance with Municipal Code §6.09 and §6.12, and any successor Municipal Code provisions, regarding the duty to clean sidewalks and keep them free from snow and ice.
3. The Sidewalk Easement shall run with the land, shall be binding upon the Grantor's and the City's successors in interest, and shall inure to the benefit of and be enforceable by the Grantor, the City and their successors and assigns. References to Grantor in this Agreement also include all of Grantor's successors in interest. Grantor and Grantor's successors in interest shall not have liability under this Agreement for with respect to facts or circumstances arising after they have conveyed their fee simple interest in the Property to another successor.
4. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

5. This Agreement 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.

Dated the _____ day of February, 2019.

Grantor: Waukesha RE, LLC

By (sign above, print name below)

Title: _____

STATE OF WISCONSIN }
 } ss.
WAUKESHA COUNTY }

@@ personally came before me this _____ day of February, 2019, and is known to me to be the person who executed this instrument on behalf of the Grantor in the indicated capacity and acknowledged the same.

_____, Notary Public,
_____, County, Wisconsin
My commission (is permanent) expires _____.

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