

EASEMENT AGREEMENT

Document Number

Document Title

THIS EASEMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2017, by and between Waukesha Parkway LLC, a Wisconsin limited-liability company (“**Grantor**”), and the City of Waukesha, a Wisconsin municipal corporation (“**Grantee**”) (singularly a “**Party**,” and collectively the “**Parties**”).

RECITALS:

A. Grantor owns fee simple absolute title to certain property located in Waukesha, County, Wisconsin, which property is more particularly described on Exhibit A attached to and incorporated into this Agreement (the “**Grantor Parcel**”); and

B. Grantee desires to obtain an easement for the installation and maintenance of a sewer line across the Grantor Parcel.

Recording Area

Name and Return Address

City of Waukesha Engineering Dept.
130 Delafield Street
Waukesha, WI 53188

APN: WAKC 1364-018

Parcel Identification Number (PIN)

AGREEMENT

In consideration of the mutual covenants of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee the following easement of record: The right to install, construct, operate, maintain, repair and replace an underground sanitary sewer line (the “**Sewer Improvements**”) in the portion of the Grantor Parcel depicted as the “**Easement Area**” on Exhibit B attached hereto. The easement shall also allow the ingress and egress of construction equipment and personnel, and the storage of materials reasonably necessary for the installation, construction, and replacement of the Sewer Improvements..

2. Maintenance, Repair, and Operation. Grantee covenants that it shall maintain the Sewer Improvements in good working condition and perform any and all repairs and replacements required.

3. Continued Use.

(a) Grantor hereby expressly retains all right, title, and interest in and to the Grantor Parcel, subject only to the rights established under Section 1, above, specifically including the right to construct street improvements above the Sewer Improvements.

(b) Grantee shall not unreasonably interfere with the rights retained by Grantor under this Agreement. Further, Grantee shall comply with all applicable laws and regulations applicable to Grantee's rights or obligations hereunder or to the Easement Area.

(c) No buildings or fences shall be constructed, nor trees or bushes which grow more than 4 feet in height shall be planted within said easement described above without prior written approval by the City of Waukesha Engineering Department.

4. Term. The easements and all other rights and obligations established hereby shall be perpetual.

5. Binding Effect. The covenants contained in this Agreement and the easement established under this Agreement shall run with the land and bind all successors in interest to the Grantor in the portion of the Grantor Parcel on which the Easement Area is located.

6. Miscellaneous.

6.1 Indemnity. Grantee hereby agrees to indemnify, defend, and hold harmless Grantor and its agents, officers, directors, employees, tenants, and licensees from and against any and all liabilities, claims, demands, costs, and expenses of every kind and nature (including reasonable attorney fees) arising in connection with the exercise of Grantee's rights or obligations arising under this Agreement, including those arising from any injury (including death) or damage to any person or property sustained on or about the Easement Area and resulting from (i) the negligent or intentionally wrongful act or omission of Grantee, its agents, employees, tenants, invitees, or licensees, or (ii) the failure of Grantee to perform its obligations under this Agreement. Regardless of the foregoing, Grantee does not waive any notice requirements provided under Wis. Stats. §893.80.

6.2 Time Period. Time is of the essence in the performance of each Party's obligations hereunder.

6.3 Severability. If any provision, clause, or part of this Agreement, or any application of the same under certain circumstances, is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect any of the other terms or provisions of this Agreement, and the same shall continue to be effective to the fullest extent permitted by law.


6.4 Governing Law. This Agreement concerns property located in the State of Wisconsin and shall be governed by and construed in accordance with the laws of the State of Wisconsin.

6.5 Entire Agreement. This Agreement and the documents referred to in this Agreement and to be delivered pursuant to this Agreement constitute the entire agreement among the Parties regarding the easements created hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the _____
day of _____, 2017.

GRANTOR:

WAUKESHA PARKWAY LLC

By: 
Name: David Winson
Title: MANAGER

GRANTEE:

CITY OF WAUKESHA

Shawn N. Reilly, Mayor

Gina L. Kozlik, Clerk-Treasurer

ACKNOWLEDGMENTS

State of Wisconsin }
Milwaukee County } ss.

Personally came before me this 3rd day of August, 2017 the above-named David Wrognael, to me known to be the person who executed the foregoing instrument on behalf of the Grantor and acknowledged the same.

[Signature]
Print Name: Bernard J. Kearney III
Notary Public, Milwaukee County, Wisconsin
My commission expires: is permanent

State of Wisconsin }
Waukesha County } ss.

Personally came before me this _____ day of _____, 2017 the above-named Shawn N. Reilly and Gina L. Kozlik, known to me to be the Mayor and Clerk-Treasurer, respectively, of the City of Waukesha, and who executed the foregoing instrument and acknowledged the same.

Brian E. Running, Notary Public
Waukesha County, Wisconsin
My commission is permanent.

Drafted by:

Bernard J. Kearney III, Esq.
LCM Funds Real Estate LLC
201 East Pittsburgh Avenue, Suite 201
Milwaukee, Wisconsin 53201

EXHIBIT A

GRANTOR PARCEL

Parcel One (1) of Certified Survey Map No. 9033, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on August 23, 2000 in Volume 81 of Certified Survey Maps at Pages 132 to 140 inclusive, as Document No. 2585747, and corrected by an Affidavit of Correction recorded on December 14, 2000 as Document No.2611509.

