

Document No.

**SIDEWALK EASEMENT  
AGREEMENT**

THIS SIDEWALK EASEMENT AGREEMENT (the "Agreement") is granted this \_\_\_\_\_, 2014, by RAMCO-GERSHENSON PROPERTIES, L.P. (the "Owner") to the CITY OF WAUKESHA (the "City").

**RECITALS:**

A. Owner is the owner of the fee interest in certain real property located in the City of Waukesha, Waukesha County, State of Wisconsin, and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. The City has requested that Owner grant a permanent easement (the "Easement") over a seven foot wide portion of the Property abutting the east line of Lot 1 of Certified Survey Map No. 11220, as particularly described and depicted on Exhibit B attached hereto and made a part hereof (the "Easement Area").

**AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Owner hereby grants and conveys to the City, a perpetual right and easement across and through the Easement Area. The Easement shall be for the use of the public, to cross upon the sidewalk to be constructed in the Easement Area pursuant to paragraph 2, below, in any manner in which the public may lawfully use a public sidewalk.
2. The Owner shall construct a sidewalk within the Easement Area according to the requirements of Section 6.08 of the City of Waukesha Ordinances. The Easement Area and the sidewalk in the public way to which the Easement Area abuts shall be repaired, maintained, and replaced in compliance with all applicable City Ordinances and Section 66.0907 of the Wisconsin Statutes.
3. Owner reserves the right to use the Easement Area for purposes which will not interfere with the City's reasonable enjoyment of the easement rights granted hereby. All of the terms, conditions, covenants and other provisions contained in this Agreement, including the

Return to:

Engineering Department  
CITY OF WAUKESHA  
130 Delafield Street  
Waukesha, WI 53188

Part of WAKC 1332-001-005

\_\_\_\_\_  
Parcel Identification Number

benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by Owner and the City and their respective successors and assigns. Owner and any successor or assign to Owner as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after such party has transferred its fee simple interest in the Property.

4. The City shall indemnify, defend, protect and hold Owner harmless from and against, any and all loss, costs (including reasonable attorneys' fees), injury, death or damage to persons or property which at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with any activities arising out of the exercise of the easement rights granted.

5. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

6. 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 duly recorded in the office of the Register of Deeds of Waukesha County, Wisconsin.

7. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt to such party at such party's last known address. If a party's address is not known to the party desiring to send a notice, the address to which property tax bills for the property owned by such party are sent may be used. Either party may change its address for notice by written notice to the other party.

8. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

9. No delay or omission by any party in exercising any right or power accruing upon any default, non-compliance or failure of performance of any of the provisions of this Agreement shall be construed to be a waiver thereof. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms, covenants or conditions of this Agreement.

10. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any covenant herein, either to restrain or prevent such violation or to obtain any other relief. In the event a suit should



CITY OF WAUKESHA (“City”)

BY \_\_\_\_\_  
Shawn Reilly, Mayor

BY \_\_\_\_\_  
Gina Kozlik, City Clerk

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF WAUKESHA)

Personally came before me this \_\_\_\_\_ day of November, 2014, the above named Shawn Reilly and Gina Kozlik, who acknowledged himself and herself to be the Mayor and City Clerk, respectively, of the City of Waukesha, and to me known to be the persons who executed the foregoing instrument as the Mayor and City Clerk of such City by its authority, and acknowledged the same.

\_\_\_\_\_  
\*  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

This document was drafted by:  
CITY OF WAUKESHA  
130 Delafield Street  
Waukesha, WI 53188

**EXHIBIT A**  
Legal Description of Property

Lot One (1) of CERTIFIED SURVEY MAP NO. 11220, a division of Lot One (1) of Certified Survey Map No. 10925, being part of the Northeast One-quarter (1/4), Northwest One-quarter (1/4) and Southwest One quarter (1/4) of the Southeast One-quarter (1/4) of Section Nine (9), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the Office of the Register of Deeds for Waukesha County on September 9, 2014, in Volume 110 of Certified Survey Maps on Pages 219 to 225 inclusive, as Document No. 4099029.

Together with non-exclusive easements as set forth in a Declaration of Easements for Access Road and Public Utilities recorded on August 30, 2010, as Document No. 3767857.

**EXHIBIT B**

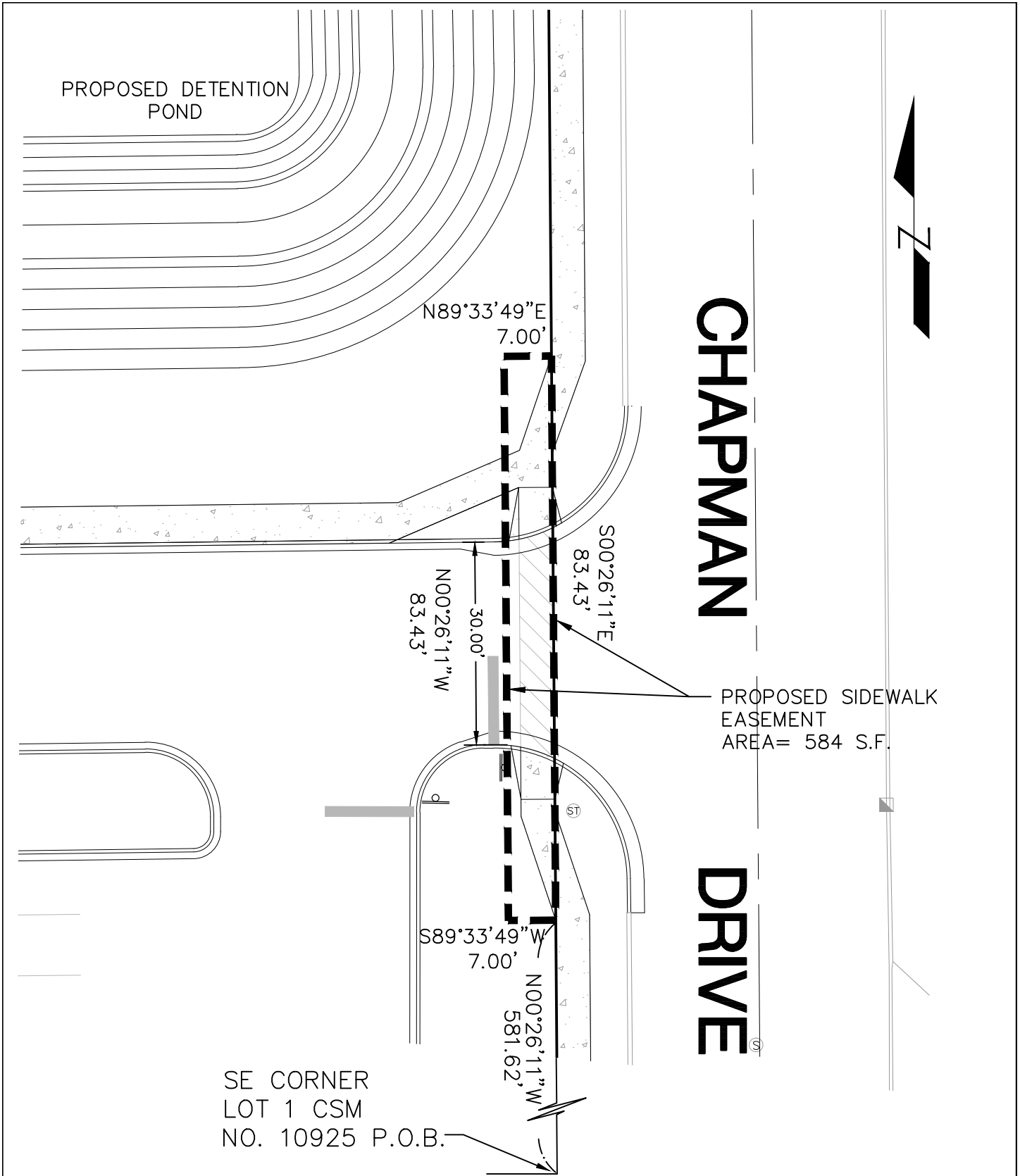
**SIDEWALK EASEMENT DESCRIPTION**

Part of Lot 1 in Certified Survey Map No. 10925, being a part of the Northwest 1/4 and Southwest 1/4 of Section 9, Township 6 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin.

Commencing at the Southeast corner of said Lot 1; thence North 00°26'11" West along the West line of Chapman Drive 581.62 feet to the point of beginning of lands to be described; thence South 89°33'49" West 7.00 feet to a point; thence North 00°26'11" West 83.43 feet to a point; thence North 89°33'49" East 7.00 feet to a point on the West line of Chapman Drive; thence South 00°26'11" East along said West line 83.43 feet to the point of beginning.

Said Land contains 584 square feet.

EXHIBIT B - EASEMENT DEPICTION



**CHAPMAN**

**DRIVE**

PROPOSED SIDEWALK  
EASEMENT  
AREA= 584 S.F.

SE CORNER  
LOT 1 CSM  
NO. 10925 P.O.B.

**R.A. Smith National**  
*Beyond Surveying  
and Engineering*

16745 W. Bluemound Road, Brookfield, WI 53005-5938  
262-781-1000 Fax 262-781-8466, www.rasmithnational.com  
Appleton, WI Orange County, CA Pittsburgh, PA

**D LOT (SHOPPES AT FOX RIVER)  
WAUKESHA, WI**

**SIDEWALK EASEMENT EXHBIIT**

DATE: 11/06/2014
SCALE: N.T.S.
JOB NO. 3140157
PROJECT MANAGER: ROBERT J. HARLEY, P.E.
DESIGNED BY: JAH
CHECKED BY: RJH
<b>SHEET NUMBER</b>
<b>EX 5.0</b>