

**EASEMENT**  
Sanitary Sewerage Easement Agreement

**Parcel ID Number: WAKC 1317 001**

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

The Grantor, **Heritage Hills Homeowners Association, Inc.**, for a good and valuable consideration, hereby conveys to the Grantee, the **City of Waukesha, Wisconsin**, a Sanitary Sewerage 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 CSM No. 9614 being a part of the SE¼ of the NE¼ of Section 6, Township 6 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin recorded with the Register of Deeds for Waukesha County, Wisconsin on August 4, 2003 as Document No. 3036667 in Volume 88 on Pages 182-188.

**Permanent Easement Area:**

Part of Lot 1 of Certified Survey Map No. 9614 of the Northeast 1/4 of Section 6, Township 6 North, Range 19 East in the City of Waukesha, Waukesha County, Wisconsin.

Beginning at the Northeast corner of said Lot 1; thence South 10° 25' 53" West along the East line of said Lot 1 for a distance of 12.01 feet to a point; thence South 43° 23' 05" West continuing along the said East line 8.32 feet to a point; thence North 79° 06' 43" West 96.60 feet to a point; thence North 81° 29' 42" West 39.96 feet to a point; thence North 79° 32' 16" West 20.34 feet to a point; thence North 77° 34' 39" West 39.96 feet to a point; thence North 79° 38' 24" West 220.48 feet to a point; thence North 80° 56' 36" West 181.78 feet to a point; thence North 00° 09' 06" West 12.16 feet to a point in the South right of way line of Madison Street; thence South 80° 56' 37" East along the aforesaid South right of way line 452.09 feet to a point; thence South 79° 34' 07" East continuing along the said South right of way line 153.83 feet to the Point of Beginning.

Containing 9,141 sq. ft. or 0.2098 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.

Conveyance made this 25<sup>TH</sup> day of AUGUST, 2020.

Grantor: Heritage Hills Homeowners Association, Inc.

R.W. Rucke  
By: ROBERT W. RUCKE  
Title: VICE PRESIDENT - HOA

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

State of Wisconsin }  
Waukesha County } ss.

\_\_\_\_\_ and ROBERT W. RUCKE personally came before me this 25 day of August, 2020, and are known to me to be the persons who executed this instrument in the indicated capacities and acknowledged the same.

Donna Kowalkowski  
Donna Kowalkowski, Notary Public, # 226032  
Waukesha County, Wisconsin  
My commission (is permanent)(expires 7/2/2022)



Grantee: City of Waukesha

\_\_\_\_\_  
By Shawn N. Reilly, Mayor

\_\_\_\_\_  
Attest: Gina L. Kozlik, City Clerk

State of Wisconsin }  
Waukesha County } ss.

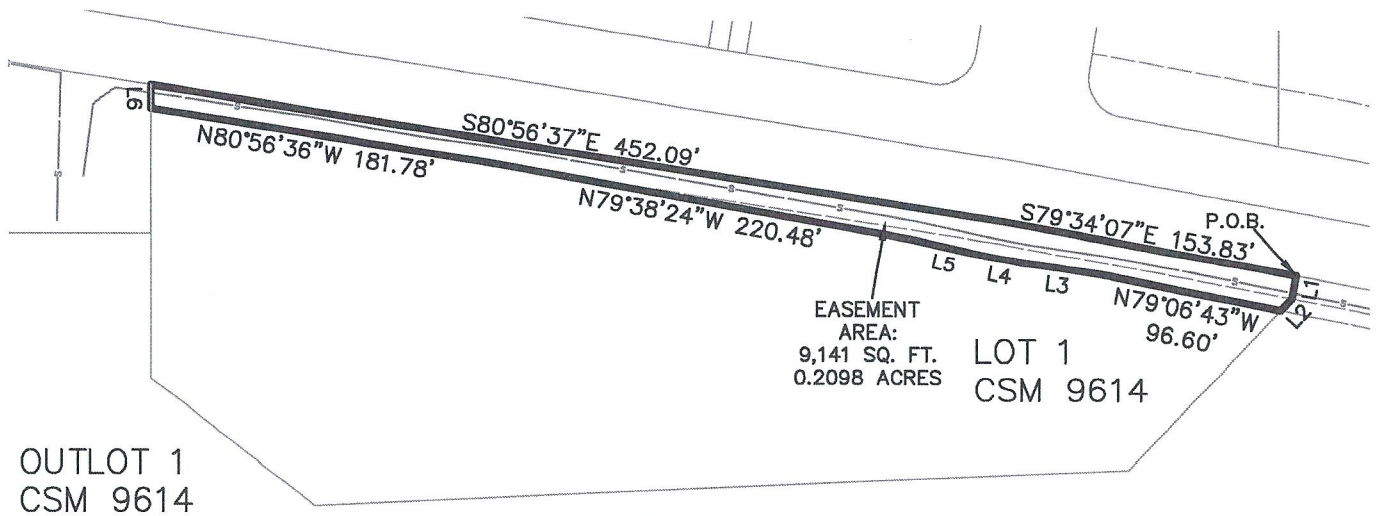
Shawn N. Reilly and Gina L. Kozlik personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, and are known to me to be the persons who executed this instrument in the indicated capacities and acknowledged the same.

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

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

# EASEMENT AREA

## TAX PARCEL ID # WAKC 1317001

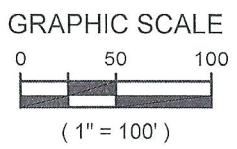


EASEMENT  
AREA:  
9,141 SQ. FT.  
0.2098 ACRES

LOT 1  
CSM 9614

OUTLOT 1  
CSM 9614

Line Table		
Line #	Direction	Length
L1	S10°25'53"W	12.01
L2	S43°23'05"W	8.32
L3	N81°29'42"W	39.96
L4	N79°32'16"W	20.34
L5	N77°34'39"W	39.96
L6	N00°09'06"W	12.16



**raSmith**  
CREATIVITY BEYOND ENGINEERING

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