

STORM SEWER EASEMENT

Parcel ID Number: WAKC 1310990

After recording return to:
City Attorney
City of Waukesha
201 Delafield Street
Waukesha WI 53188-3646

The Grantor, **Bruno Holdings LLC**, for a good and valuable consideration, hereby conveys to the Grantee, **City of Waukesha**, a Storm Sewer Easement across and upon the following-described real property in Waukesha County, Wisconsin, referred to as the Easement Area, subject to all the terms stated below:

Legal Description of the Easement Area:

Being the Southerly 10 feet of the parcel described as follows: The land commencing at the point of intersection of the East property line of Greenmeadow Drive and the North line of Section 4, Town 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin; thence due South 250.00 feet along the East line of Greenmeadow Drive to a point; thence due East 5.0 feet to the P.C. of a curve; thence Southeasterly 116.00 feet along the arc of a curve whose radius is 503.82 feet and whose chord bears south 83 °24'15" East 115.74 feet to a point; thence due North 98.95 feet to a point; thence South 89° 41' West 120.00 feet to the intersection of the East line of Greenmeadow Drive; thence due North 165 feet along the East property line of Greenmeadow Drive to the point of beginning.

Map of the Easement Area on the property:

See also Attached Exhibit A.

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 storm sewer, 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. During any period of construction or maintenance the Grantee shall keep the area neat and orderly to allow the Grantor to access to the property. Upon completion of construction or maintenance, Grantee shall remove all material and equipment.
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 which reasonably should be expected to interfere with Grantee's rights granted in Section 1.
 - b. Change the grade elevations by more than four inches without written consent.

- c. Place any items or do any acts which reasonably should be expected to interfere with Grantee's rights granted in Section 1.
3. **Consistent Uses Allowed.** The Grantor reserves the right to use the Easement Area for purposes that will not interfere with the rights granted to Grantee by this instrument. The grantee shall not be responsible for the maintenance, repair, or replacement of any improvements placed within the Easement Area by the Grantor, whether the improvements are above or below grade.
 4. **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.
 5. **Covenants Run with Land.** All 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.
 6. **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.
 7. **Governing Law.** This instrument shall be construed and enforced in accordance with the laws of the State of Wisconsin.
 8. **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.
 9. **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.
 10. **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.
 11. **Waiver.** Waiver 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.
 12. **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 _____ day of _____, 2021.

Grantor: Bruno Holdings LLC

By: Eric Standarski
Managing/Authorized Member

State of Wisconsin

} ss.

Waukesha County

Eric Standarski personally came before me this ____ day of _____, 2021, and are known to me to be the person who executed this instrument in the indicated capacities and acknowledged the same.

_____, 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 _____, 2021, 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 Julie M. Gay, Asst. City Attorney, Waukesha, Wisconsin.