

EASEMENT
Public Recreation Trail Easement Agreement

Parcel ID Number: WAKC 1304 997

After recording return to:
City Attorney
Waukesha City Hall
201 Delafield St Ste 330
Waukesha WI 53188-3646

The Grantor, Cooper Power Systems LLC, a Delaware limited liability company (by way of conversion from Cooper Power Systems, Inc. f/k/a Cooper Power Acquisition Company) successor in interest by merger with RTE Corporation, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, hereby grants to the **City of Waukesha**, a Wisconsin municipal corporation, referred to herein as the City, a permanent easement on and across the following-described real property, referred to herein as the Easement Area:

Legal description of the Easement Area

A parcel of land located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 1, Township 6 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, more particularly described as follows:

Commencing at a Brass Cap SEWRPC Monument at the West Quarter Corner of said Section 1; Thence S 01° 31' 52" W along the west line of the Southwest Quarter of said Section 1, 269.11 feet; thence S 88° 28' 08" E, 410.69 feet to a point on the Southerly line of Grantor's property and the Point of Beginning;

Thence N 05° 06' 25" W, 16.00 feet; thence 158.00 feet along the arc of an 11,501.16 foot radius curve concave to the Southeast which has a chord that bears N 85° 17' 12" E, 158.00 feet; thence N 56° 29' 29" E, 16.56 feet; thence N 27° 29' 48" E, 41.56 feet to a point on the East line of Grantor's property; thence S 01° 35' 19" W along said East line, 59.75 feet the Southeast corner thereof; thence along the Southerly line of the Grantor's property 188.00 feet along the arc of a 11,485.16 foot radius curve concave to the Southeast which has a chord that bears S 85° 21' 43" W, 188.00 feet to the Point of Beginning.

Said Easement Area contains 3,550 square feet more or less.

A map of the Easement Area is attached as Exhibit A.

Terms and Conditions

1. The City shall have an exclusive recreational trail easement and right-of-way across and through the Easement Area, for the use and benefit of the general public.
2. The term of the easement shall be 50 years, the commencement date of which shall be the last date of execution of this Agreement by the parties, provided, however, the Grantor shall have the option, after 30 years from the commencement date of this Agreement, to terminate the easement upon the conveyance of the property on which the Easement Area is situated in a bona fide arm's-length transaction to a third party that is not a parent, subsidiary or other entity having common ownership with the Grantor.
3. The City may lay out, grade, construct, pave, maintain, repair, and replace as necessary a paved recreation trail within the Easement Area, referred to herein as the Trail, according to the City's standards, specifications, and policies.
4. The City may fill low areas or construct bridges where necessary, and shall install culverts or other drainage facilities where necessary to maintain the flow of surface water and prevent flooding within the Easement Area.
5. The City may install lighting fixtures and underground supply wiring within the Easement Area.
6. All construction, maintenance, repair, and replacement of the Trail and any associated improvements in the Easement Area shall be done in compliance with all applicable codes, and at the City's sole expense, including the cost of permits, inspections, and fees.
7. City's use of the Easement Area shall be exclusive, and Grantor may not interfere with the use of the Trail by the City or the public, or exclude any members of the public from the Easement Area, except in emergencies.
8. If any portion of Grantor's existing fencing must be relocated to accommodate the construction of the Trail, the City shall bear the expense of such relocation.

9. During construction, repair, and replacement of the Trail, the City and City's contractors may enter onto Grantor's property adjacent to the Easement Area as reasonably necessary to deliver materials and equipment and to perform construction, repair, and replacement activities. The City further understands that Grantor's fence will be impacted by the foregoing activities and, as such, agrees to pay for all costs associated with repairs to or replacement of Grantor's fence, all to Grantor's reasonable satisfaction.
10. City shall give Grantor no less than 7 days' notice of the commencement of any construction, repair, or replacement work within the Easement Area.
11. The general public may enter onto, cross, and use the Trail in any manner customarily associated with the use of paved recreational trails and in compliance with all applicable laws.
12. The City may create rules and regulations for the public's use of the Trail, which shall not interfere with Grantor's use of its property outside of the Easement Area.
13. The City may place signs within the Easement Area for notice of rules and regulations, wayfinding, directions, or any other purpose consistent with the public use of the Trail.
14. City shall maintain the Trail in good condition and not allow trash or debris to accumulate in the Easement Area for unreasonable amounts of time.
15. City shall be responsible for clearing snow and ice from the Trail. Snow and ice removed from the Trail shall not be deposited onto any paved surfaces on Grantor's property outside of the Easement Area, or any other location that interferes with Grantor's business operations.
16. City may trim vegetation within a reasonable distance of the Trail as necessary to maintain clearance, visibility, and safety of Trail users; including branches of trees extending into the Easement Area from the remainder of Grantor's property. Grantor may enter into the Easement Area to trim or remove trees and vegetation as it deems necessary.
17. City shall be responsible for enforcement of all laws applicable to the use of the Trail.
18. City shall place signs at the eastern and western ends of the Easement Area notifying the public that the Easement Area was provided by Grantor to the City for public use, at City's expense. Signs will be provided to Grantor for approval prior to installation.
19. The City shall hold Grantor harmless from and against all claims, losses, and damages made and/or suffered by reason of or in relation to the City's use of the Easement Area and the construction of the Trail within the Easement Area.
20. This easement shall run with the land, shall be binding upon the Grantor's successors in interest, and shall inure to the benefit of and be enforceable by the Grantor, the City, and their respective successors and assigns. References to Grantor also include all of Grantor's successors in interest.
21. This instrument shall be construed and enforced in accordance with the laws of the State of Wisconsin.
22. This instrument sets forth the entire understanding of the parties regarding the matters expressed herein and may not be changed except by a written document executed and acknowledged by all parties to this instrument or their successors in interest and recorded in the office of the Register of Deeds of Waukesha County, Wisconsin.

Effective as of the _____ day of _____, 2021.

Grantor: Cooper Power Systems (RTE)

By (sign above, print name below)

Title: _____

STATE OF WISCONSIN }
 } ss.
WAUKESHA COUNTY }

_____ personally came before me this _____ day of _____, 2021, 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 _____)

City of Waukesha

By Shawn N. Reilly, Mayor

Attested by Gina L. Kozlik, Clerk-Treasurer

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 on behalf of the City of Waukesha in the indicated capacities and acknowledged the same.

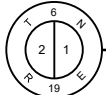
Brian E. Running, Notary Public,
Waukesha County, Wisconsin
My commission is permanent.

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

EXHIBIT A

NEW BERLIN CONNECTOR TRAIL PHASE II

APRIL 8, 2021



FOUND BRASS
SEWRPC MON
Y = 160,702.046
X = 689,958.064

PROPERTY LINE (TYP.)

OWNER: RTE CORPORATION
TAX KEY: WAKC 1304997

TRAIL EASEMENT
3550 S.F.

P.O.B. OF EASEMENT
DESCRIPTION

Z

NW-SW

16'

UNION PACIFIC RAILROAD

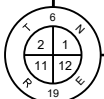
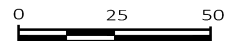
PROPOSED
RECREATIONAL TRAIL

LOT 1, CSM NO. 11598
V. 116, P. 52, DOC. 2906616

GN



SCALE, FEET



FOUND BRASS
SEWRPC MON
Y = 158,038.400
X = 689,886.868