

**Flood Mitigation and Drainage Improvement Agreement
City of Waukesha – School District of Waukesha**

This Agreement is by and between the City of Waukesha, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; and the School District of Waukesha, 301 Hyde Park Avenue, Waukesha, Wisconsin 53188, referred to herein as the School District. The City and the School District are each referred to as a Party and together as the Parties.

Recitals

The City is undertaking projects called the 2024 Area 7 Flood Mitigation Improvement Project and the 2025 Area 7 Flood Mitigation Improvement Project, together referred to herein as the Flood Mitigation Project. The Flood Mitigation Project is intended to address flooding and surface-water drainage issues in a region in the northwest portion of the City identified as Area 7 by the City's Department of Public Works, through the installation of higher-capacity sewers, enlarging drainage channels, stormwater detention ponds, and associated facilities.

The School District's North High School lies within Area 7, and will benefit from the Flood Mitigation Project. Much of the work involved in the Flood Mitigation Project will take place on the lands owned by the School District on which North High School is located.

The Flood Mitigation Project will require the removal and replacement of stormwater sewer pipes and associated facilities such as drains, collectors, and manholes; the expansion and relocation of drainage ditches; the creation of a stormwater detention pond and associated facilities; within the lands on which North High School is located.

To accomplish that work, the termination of existing easements, the creation of new easements, and the conveyance of a parcel of land to the City is required.

In consideration of the flood mitigation and surface-water drainage improvements resulting from the Flood Mitigation Project, the School District is willing to grant easements, convey a parcel of land, and to contribute to the cost of the Flood Mitigation Project.

Now, therefore, in consideration of the mutual promises of the Parties contained herein, they agree and Agreement as follows:

1. **Termination of Existing Easements.** The City shall terminate the following easements, by the execution and delivery at Closing of the instruments attached hereto as Exhibits 1 and 2:
 - a. Easement dated June 27, 1960, by and between Vincent Baltas as the Grantor and the City as Grantee, which was recorded in the Register of Deeds office for Waukesha County, Wisconsin on July 5, 1960 at Volume 852 of Deeds, pages 396 to 398 as Document Number 525994.
 - b. Easement dated October 12, 1960, by and between Harvey W. Swartz and Leah A. Swartz as the Grantors and the City as Grantee, which was recorded in the Register of Deeds office for Waukesha County, Wisconsin on October 24, 1960 at Volume 865 of Deeds, pages 297 and 298 as Document Number 533192.
2. **Grant of New Easements.** The School District shall grant the City the following easements, by the execution and delivery at Closing of the instruments attached hereto as Exhibits 3, 4, and 5:
 - a. **Easement 1.** A permanent drainage easement being part of Lots A and B of CSM 6888 and being located in the Southeast Quarter of the Southeast Quarter of Section 32, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin described as:

Commencing at the Southeast Corner of Section 32, Township 7 North, Range 19 East; thence South 89°19'02" West, along the South line of said Section 32, a distance of 13.99 feet to the Northeast Corner of Section 5, Township 6 North, Range 19 East; thence South 88°11'37" West, along the South line of

the said Section 32, a distance of 135.99 feet to the Point of Beginning; thence South 88°11'37" West, 60.00 feet; thence North 01°20'16" West, 850.86 feet; thence North 88°38'49" East, 209.82 feet; thence South 01°20'58" East, 60.00 feet; thence South 88°38'39" West, 131.34 feet; thence South 43°38'44" West, 26.13 feet; thence South 01°20'10" East, 771.91 feet to the Point of Beginning.

- b. **Easement 2.** A permanent drainage easement being located in the Southwest Quarter of the Southwest Quarter of Section 33, Township 7 North, Range 19 East, City Waukesha, Waukesha County, Wisconsin described as:

Commencing at the Southeast Corner of Section 32, Township 7 North, Range 19 East; thence North 01°20'58" West, along the East line of said Section 32, a distance of 765.80 feet to the Southwest Corner of parcel WAKC 0995 993 001, and the Point of Beginning; thence continuing along said East line, North 01° 20' 58" West 48.67 feet; thence North 88°38'38" East, 87.93 feet; thence South 80°24'39" East, 224.74 feet to the East line of said parcel; thence South 01°21'14" East along said line 6.00 feet to the Southeast corner of said parcel; thence South 88°38'38" West along the South line of said parcel, 308.59 feet to the Point of Beginning.

- c. **Easement 3A.** A Permanent Variable Width Drainage Easement being located in the Southwest Quarter of the Southwest Quarter of Section 33, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin described as:

Commencing at the Southeast Corner of Section 32, Township 7 North, Range 19 East; thence North 01°20'58" West, along the West line of the Southwest Quarter of the Southwest Quarter of said Section 33, 765.80 feet to the Southwest Corner of parcel WAKC 0995 993 001, and the Point of Beginning; thence North 88°38'38" East along the South line of said parcel, 308.59 feet to the Southeast corner of said parcel; thence North 01°21'14" West, along the East line of said parcel, 6.00 feet; thence South 80°24'40" East, 36.90 feet; thence North 88°38'39" East, 338.03 feet; thence North 16°02'47" East, 156.37 feet; thence North 01°24'20" West, 527.44 feet to the South right-of-way line of Summit Avenue; thence North 83°53'19" East, along said line, 20.07 feet; thence South 01°24'20" East, 532.15 feet; thence South 16°02'47" West, 153.17 feet; thence North 88°38'39" East, 58.38 feet; thence South 01°28'16" East, 25.00 feet; thence South 88°38'39" West, 551.49 feet; thence North 80°24'39" West, 103.64 feet; thence South 88°38'38" West, 109.00 feet, to the East line of said Section 32; thence North 01°20'58" West along said line, 6.33 feet to the Point of Beginning.

- d. **Easement 3B.** A Permanent 45-foot wide Drainage Easement being located in the Northwest Quarter of the Northwest Quarter of Section 4, Township 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin described as:

Commencing at the Southeast Corner of Section 32, Township 7 North, Range 19 East; thence South 89°19'02" West, along the South line of said Section 32, a distance of 13.99 feet to the Northwest Corner of Section 4, Township 6 North, Range 19 East; thence South 00°58'38" West, along the West line of said Section 4, a distance of 136.51 feet to the Point of Beginning; thence, South 89°01'07" East 45.00 feet; thence South 00°58'38" West, 106.88 feet to the North right-of-way line of Michigan Avenue; thence South 88°01'40" West along said right-of-way line, 45.06 feet to the West line of said Section 4; thence North 00°58'38" East along the West line of said Section 4, 109.20 feet to the Point of Beginning.

3. **Conveyance of Parking Lot Parcel.** The School District shall convey the following-described parcel of land, referred to herein as the Parking Lot Parcel, to the City without additional consideration, by the execution and delivery at Closing of the instrument attached hereto as Exhibit 6.

Part of the Northeast Quarter of the Northeast Quarter of Section Five (5), Township Six (6) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin, more particularly described as follows:

Beginning at the Northeast Quarter of Section 5, aforesaid; thence South 00°58'38" West along the East line of said Northeast Quarter, 245.71 feet to a point on the North Right-of-Way line of Michigan Avenue; thence South 88°06'01" West along said line, 10.22 feet to a point of curve; thence 74.20 feet along said line on an arc of curve to the right, having a radius of 265.00 feet, whose chord bears North 83°52'43" West, 73.95 feet; thence North 75°51'27" West along said line, 100.00 feet to a point of curve; thence 93.80 feet along said line on an arc of curve to the left having a radius of 335.00 feet, whose chord bears North 83°52'43" West, 93.50 feet; thence South 88°06'01" West along said line, 115.10 feet to the Southeast corner of Lot 2, Certified Survey Map No. 11792, recorded in Book 118, Pages 309 to 316, as Document No. 4374770; thence North 01°50'38" West along the East line of said Lot 2, 195.05 feet to the South line of said Lot 2 and the North line of the Northeast Quarter of Section 5 aforesaid; thence North 88°11'37" East along said North line, 399.38 feet to the point of beginning.

4. **Closing.** The execution of this Agreement, the conveyance of the Parking Lot Parcel, the execution and delivery of the terminations of easements described in section 1, and the execution and delivery of the easements described in section 2, shall take place at Waukesha City Hall no later than 15 days after the final approval by the Waukesha Common Council and the Waukesha School Board of the final terms of this Agreement and authorization for its execution, or at such other time, place and manner as the Parties mutually agree in writing. At the closing, the Parties shall deliver all instruments required by this Agreement, fully-executed and in recordable form, and all other documents required for the completion of the transactions described by this Agreement. City shall be responsible for the preparation of all documents required for closing, and for all closing costs, including title insurance and recording fees, but excluding School District's attorney fees.
5. **Disclaimer of Warranties of Condition.** The Parking Lot Parcel is conveyed, and the City accepts it, as-is, with all faults. The Seller makes no warranties or representations as to the quality or condition of the Parking Lot Parcel, including sub-grade or environmental conditions, and disclaims all warranties of quality or condition, expressed or implied, with the exception of the warranty of title contained in Exhibit 6. The City acknowledges that it has had full access to the Parking Lot Parcel, has adequately inspected the it and has had adequate opportunity to have professional inspectors inspect it, and is fully aware of the physical condition of the Parking Lot Parcel. The City acknowledge that its decision to close this transaction is based on its inspections and knowledge, and not upon any representations made by the School District or its officers, employees, or agents.
6. **Title Insurance.** City shall obtain at City's sole expense a written commitment from a title insurance company licensed to issue title insurance in Wisconsin to issue a policy insuring title to the Parking Lot Parcel, naming the City as the beneficiary thereof. The title insurance must show the title to the Parking Lot Parcel to be in the condition required by Exhibit 6, showing exceptions only for the standard ALTA exceptions contained in the title insurance policy. City will notify the School District of any objection to title on or before the date of closing. The School District will then have 30 days within which to correct the objected-to conditions, and the date of closing will be changed to allow such corrections to take place. If such corrections are not made, then this Agreement is voidable at the City's option. All matters not timely objected to by City shall become permitted exceptions.
7. **Maintenance Prior to Closing.** Prior to closing, the School District will not move any items of personal property onto the Parking Lot Parcel or the areas subject to the easements required by section 2, and will maintain them in the condition they were in as of the date of this Agreement.
8. **Eminent Domain.** The School District acknowledges and agrees that the transactions described in this Agreement are consensual, are entered into voluntarily, are not the exercise of the City's eminent domain powers, and do not implicate any rights or responsibilities under Chapter 32 of the Wisconsin Statutes. The School District waives any rights or defense it may have under Chapter 32.
9. **City Work.** The City shall perform the following activities in connection with the Flood Mitigation Project, referred to herein as the Work:

- a. **Removal of Existing Facilities.** Removal of existing sewer and drainage facilities within the existing easements described in section 1, including removal of all underground pipes and the filling and grading of ditches. All fill shall be clean and not contain any boulders or debris.
 - b. **Construction of New Facilities.** Construction of the Flood Mitigation Project sewer and drainage facilities within the easements granted in section 2, as described in Exhibits 3, 4, and 5; and the construction of a detention pond and associated facilities on the Parking Lot Parcel. The size, extent, materials, manner of construction, design, and specifications of the improvements and associated facilities are in the sole discretion of the City.
 - c. **Fencing.** Installation of 6-foot high black vinyl fencing along the relocated drainage ditch and around the detention pond, with three gates at locations specified by the School District.
 - d. **Erosion Control and Restoration of Disturbed Areas.** Stabilization of all areas disturbed by performance of the Work, and the use of appropriate erosion-control measures until all Work is completed. Restoration of all areas disturbed by the Work, including School District lands outside of the easement areas, shall include filling as necessary, grading, and seeding. Seeding shall be completed before September 15, and shall carry a one-year warranty. Restoration shall also include the moving and replacement of any structures that are temporarily relocated for construction. Restoration shall be as close as reasonably possible to the condition the land was in prior to the commencement of City's work, except for new improvements not pre-existing the work.
 - e. **Phases of Work and Scheduling.** Performance of the Work shall be in two phases. Phase 1 includes all Work within Easements 2 and 3A, the installation of underground sewer pipes and associated facilities. Phase 2 includes all Work within Easements 1 and 3B, the construction of a new drainage ditch, the filling of the old drainage ditch, the grading and preparation of the area of the old drainage ditch for future use as an athletic field, and the construction of the detention pond and associated facilities on the Parking Lot Parcel. It is anticipated that both Phase 1 and Phase 2 will be substantially completed by December 31, 2025, subject to delays for causes beyond the reasonable control of the City. Inspections, punchlists, final completion, and final payment to contractors for Phase 1 is expected to be completed by December 31, 2025, and inspections, punchlists, final completion, and final payment to contractors for Phase 2 is expected to be completed in the first quarter of 2026. All Work shall be done as expeditiously as possible. The Parties shall coordinate the scheduling of all Work to minimize disruption to School District activities.
 - f. **Construction Standards.** All Work shall be performed in a good and workmanlike manner, according to accepted standards and the City's published construction guidelines. City shall be solely responsible for monitoring and supervising its contractors' performance of the Work control, and the School District shall direct all inquiries concerning the performance of the Work to the City and not to the contractors.
 - g. **Cost of Work.** Except for the Cost contribution described in section 13, the City shall be solely responsible for the costs of all Work, including related costs such as engineering, surveying, and consulting.
10. **Access License.** The School District grants to City a temporary license to enter upon and across School District property outside of the easement areas described in sections 1 and 2, as reasonably necessary to perform the work described in section 9, only during those times that the City's work takes place. City may move personnel, equipment, and materials, and may temporarily store materials, as reasonably required for City's activities. City shall limit its activities only to the easement areas described in sections 1 and 2 whenever possible. City shall not interfere unreasonably with the School District's use and activities, and shall comply with the School District's limitations of areas and times of access, provided they do not unreasonably hinder City activities allowed by this Agreement.
 11. **Insurance.** City shall maintain public liability insurance with limits of not less than \$10,000,000 at all times, and shall obtain an endorsement making the School District an additional insured. City shall require all contractors

performing any activities under Agreement with the City on School District property to maintain at all times during such activities public liability insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, with umbrella coverage of not less than \$5,000,000, naming both the City and the School District as additional insureds.

12. **Indemnification.** City shall indemnify and hold the School District and its employees, officers, and officials harmless from all liabilities arising in any way from the City's negligent acts or omissions in connection with Work conducted pursuant to this Agreement or the easements described in section 2, or the City's negligent acts or omissions with respect to the presence on School District property of the improvements and facilities constructed as part of the Flood Mitigation Project, except to the extent that such liabilities arise from the acts or omissions of the School District.
13. **Cost Contribution by the School District.** The School District shall contribute to the cost of the Work described in section 9, in two installments, as follows:
 - a. After final payment to contractors for Phase 1 of the Work is completed, the City shall deliver to the School District a statement of the total costs of construction of Phase 1, including all soft costs such as engineering, along with documentation of the expenses sufficient for the School District to verify amounts and the items of Work they are attributed to. The City shall provide such other additional documentation and information as the School District reasonably requests to verify the expenses. Within 60 days after the delivery of the statement and documentation, the School District shall make a payment to the City equal to 10% of the total verified cost of Phase 1.
 - b. After final payment to contractors for Phase 2 of the Work is completed, the City shall deliver to the School District a statement of the total costs of construction of Phase 2, including all soft costs such as engineering, along with documentation of the expenses sufficient for the School District to verify amounts and the items of Work they are attributed to. The City shall provide such other additional documentation and information as the School District reasonably requests to verify the expenses. Within 60 days after the delivery of the statement and documentation, the School District shall make a payment to the City equal to 10% of the total verified cost of Phase 2.
 - c. The total of the Phase 1 and Phase 2 payments made by the School District to the City shall be limited to an aggregate maximum of \$750,000.
 - d. The City and the School District may agree by separate writing to additional work not described in section 9, with the terms of payment for such additional work to be determined by the Parties. The Parties acknowledge that the installation of a new discus-throwing ring and pad shall be paid for 100% by the School District.
 - e. The Parties acknowledge and agree that the value of the Parking Lot Parcel conveyed to the City is \$529,250.
14. **Incorporation of Exhibits.** Exhibits 1 through 6 are incorporated into this Agreement by reference.
15. **Condition of Enforceability.** The enforceability of this Agreement is conditioned on its final approval and authorization for execution by the City's Board of Public Works and Common Council, and the Waukesha School Board.
16. **Parties Are Independent Contractors.** Nothing in this Agreement shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Agreement, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
17. **Governmental Immunities and Notice Requirement Preserved.** Regardless of any other provision in this Agreement, nothing in this Agreement shall be construed to be a waiver or modification of the governmental immunities, liability limitations, or notice requirements imposed by Wis. Stats. §893.80 or any other law.

18. **Communications.** Any notices or communications between the Parties required by this Agreement shall be in writing, delivered by email to these addresses:

To the School District of Waukesha: Attention Darren Clark, dclark@waukesha.k12.wi.us
Copy to Clarke Sugar, csugar@axley.com

To the City of Waukesha: Attention Alex Damien, adamien@waukesha-wi.gov
Copy to Brian Running, brunning@waukesha-wi.gov

19. **Assistance of Counsel.** The Parties acknowledge that they have either had the assistance of legal counsel in the negotiation, review and execution of this Agreement, or have voluntarily waived the opportunity to do so; that they have read and understood this Agreement's terms and conditions; and that they have executed this Agreement freely, voluntarily, and not under duress.

20. **Adequacy of Consideration.** The Parties acknowledge that the consideration expressed in this Agreement is adequate and sufficient to make the obligations contained in this Agreement binding upon the Parties.

21. **Severability.** If any portion of this Agreement is held unenforceable by a court having jurisdiction, then to the extent the unenforceable portion can be severed from the remainder of this Agreement without affecting its enforceability or substantially frustrating its purpose, it will be so severed, and the remainder of this Agreement will remain in effect and enforceable.

22. **Governing Law and Jurisdiction.** This Agreement will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Agreement, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

23. **Execution and Effective Date.** The execution date of this Agreement is the latest date of signature by the Parties. This Agreement is effective retroactive to March 1, 2025. All Work performed before the execution of this Agreement is deemed to be authorized and permitted.

School District of Waukesha

By: _____
Title: _____

By: _____
Title: _____

City of Waukesha

By Shawn N. Reilly, Mayor
Date: _____

Attested by Katie Panella, City Clerk
Date: _____

To certify funds for payment:

Joseph P. Ciarro, Finance Director
Date: _____

Exhibit 1

TERMINATION OF EASEMENT

Parcel ID Number: WAKC 0995 993

After recording return to:
Jon Schapekahm
City of Waukesha Engineering Division
201 Delafield St
Waukesha WI 53188

The City of Waukesha, for a good and valuable consideration, hereby fully terminates, releases, and vacates the following easement:

Easement dated June 27, 1960, by and between Vincent Baltas as the Grantor and the City of Waukesha as Grantee, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on July 5, 1960 at Volume 852 of Deeds, pages 396 to 398 as Document Number 525994.

A copy of the terminated easement is attached hereto.

The terminated easement burdened the following-described parcel:

All that part of the Southwest 1/4 of Section 33, Town 7 North, Range 19 East and that part of the Northwest 1/4 of Section 4, Town 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, bounded and described as follows: Beginning at the Southwest corner of said Section 33; thence North 00°13'30" East on the West line of said Section, 796.15 feet; thence South 89°46'30" East, 308.43 feet; thence North 00°13'30" East, 640.66 feet to the South line of Summit Avenue; thence North 85°25'30" East along said South line, 455.57 feet; thence South 00°13'30" West along the West line of Walldale Subdivision, 1467.73 feet to the South line of aforesaid Section 33; thence continuing South 00°13'30" West along said West line of Walldale Subdivision, 245.0 feet more or less to the North line of Michigan Avenue; thence South 89°41'00" West along said North line, 785.174 feet to the West line of aforesaid Section 4; thence North 02°28'00" East along the West line of said Section, 245.3 feet more or less; thence North 89°41'00" East, 13.13 feet to the place of beginning.

Dated the _____ day of _____, 2025.

City of Waukesha

Grantee: City of Waukesha

By Shawn N. Reilly, Mayor

Attest: Katie Panella, City Clerk

State of Wisconsin }
} ss.
Waukesha County }

Shawn N. Reilly and Katie Panella personally came before me this _____ day of _____, 2025, 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.

Exhibit 2

TERMINATION OF EASEMENT

Parcel ID Number: WAKC 0995 993

After recording return to:
Jon Schapekahm
City of Waukesha Engineering Division
201 Delafield St
Waukesha WI 53188

The City of Waukesha, for a good and valuable consideration, hereby fully terminates, releases, and vacates the following easement:

Easement dated October 12, 1960, by and between Harvey W. Swartz and Leah A. Swartz as Grantors and the City of Waukesha as Grantee, Recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on October 24, 1960 at Volume 865 of Deeds, pages 297 and 298 as Document Number 533192.

A copy of the terminated easement is attached hereto.

The terminated easement burdened the following-described parcel:

All that part of the Southwest 1/4 of Section 33, Town 7 North, Range 19 East and that part of the Northwest 1/4 of Section 4, Town 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, bounded and described as follows: Beginning at the Southwest corner of said Section 33; thence North 00°13'30" East on the West line of said Section, 796.15 feet; thence South 89°46'30" East, 308.43 feet; thence North 00°13'30" East, 640.66 feet to the South line of Summit Avenue; thence North 85°25'30" East along said South line, 455.57 feet; thence South 00°13'30" West along the West line of Walldale Subdivision, 1467.73 feet to the South line of aforesaid Section 33; thence continuing South 00°13'30" West along said West line of Walldale Subdivision, 245.0 feet more or less to the North line of Michigan Avenue; thence South 89°41'00" West along said North line, 785.174 feet to the West line of aforesaid Section 4; thence North 02°28'00" East along the West line of said Section, 245.3 feet more or less; thence North 89°41'00" East, 13.13 feet to the place of beginning.

Dated the _____ day of _____, 2025.

City of Waukesha

Grantee: City of Waukesha

By Shawn N. Reilly, Mayor

Attest: Katie Panella, City Clerk

State of Wisconsin }
} ss.
Waukesha County }

Shawn N. Reilly and Katie Panella personally came before me this _____ day of _____, 2025, 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.

Exhibit 3

EASEMENT Drainage Easement 1

Parcel ID Number: WAKC 0992 010 001

After recording return to:

Jon Schapekahm
City of Waukesha Engineering Division
201 Delafield St
Waukesha WI 53188

The Grantor, **School District of Waukesha**, for a good and valuable consideration, hereby conveys to the Grantee, the **City of Waukesha**, a Permanent Easement and a Temporary Construction License as described below, across and upon the following-described real property in Waukesha County, Wisconsin, subject to all of the terms stated below:

Subject Parcel:

All that part of Lots A and B of Certified Survey Map No. 6888, recorded October 23, 1992 in Volume 57 of Certified Survey Maps on pages 369 to 371 as Document No. 1778554, being a part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32, Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, bounded and described as follows:

Beginning at the Southeast corner of said Southeast $\frac{1}{4}$; thence South $89^{\circ}33'26''$ West along the South line of said Southeast $\frac{1}{4}$, 209.98 feet; thence North $00^{\circ}00'54''$ East, 912.67 feet to a point on the Northerly line of said Lot A; thence North $85^{\circ}12'18''$ East along said Northerly line, 210.71 feet to a point on the East line of said Southeast $\frac{1}{4}$; thence South $00^{\circ}00'54''$ West along said East line, 928.66 feet the point of beginning.

Permanent Easement Area:

A permanent drainage easement being part of Lots A and B of CSM 6888 and being located in the Southeast Quarter of the Southeast Quarter of Section 32, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin described as:

Commencing at the Southeast Corner of Section 32, Township 7 North, Range 19 East; thence South $89^{\circ}19'02''$ West, along the South line of said Section 32, a distance of 13.99 feet to the Northeast Corner of Section 5, Township 6 North, Range 19 East; thence South $88^{\circ}11'37''$ West, along the South line of the said Section 32, a distance of 135.99 feet to the Point of Beginning; thence South $88^{\circ}11'37''$ West, 60.00 feet; thence North $01^{\circ}20'16''$ West, 850.86 feet; thence North $88^{\circ}38'49''$ East, 209.82 feet; thence South $01^{\circ}20'58''$ East, 60.00 feet; thence South $88^{\circ}38'39''$ West, 131.34 feet; thence South $43^{\circ}38'44''$ West, 26.13 feet; thence South $01^{\circ}20'10''$ East, 771.91 feet to the Point of Beginning.

Being 60,206.46 sq. ft. or 1.38 acres, more or less. Also see Attachment 1.

- 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, use, operate, inspect, maintain, repair, improve, supplement, reconstruct, and remove surface water collection, drainage, and detention facilities, including below-grade sewer pipes and related facilities such as collectors, drains and manholes, open ditches, stormwater detention areas, and all related facilities. 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 drainage facilities shall be as determined by the Grantee in its sole discretion.
- 2. Temporary Construction License.** Grantor grants to Grantee and Grantee's contractors a license to enter upon and across the portions of the Subject Parcel outlined in red and blue on Attachment 2, referred to as the License Area, only during those times that construction of drainage improvements and the subsequent maintenance, inspection, repair, and replacement of such improvements takes place. Grantee may move personnel, equipment, and materials across the License Area, and may

Exhibit 3

temporarily store materials, as reasonably required for Grantee's construction activities. Grantee shall limit its activities only to the Easement Area when possible and only to those portions of the License Area as are reasonably necessary. Grantee shall not interfere unreasonably with Grantor's use and activities on the Subject Property, and shall comply with Grantor's limitations of areas and times of access, provided they do not unreasonably hinder Grantee's activities allowed by this Agreement. Grantor and Grantee shall cooperate in good faith in resolving access issues.

3. **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, other permanent structures, or any objects that would interfere with the essential purpose of the improvements installed by Grantee in the Easement Area.
 - b. Change grade elevations.
 - c. Excavate, fill, or dump dirt or any other materials.
 - d. Plant trees or bushes that would reasonably be expected to grow to more than four feet in height, or any plants that would interfere with the essential purpose of the improvements installed by Grantee in the Easement Area.
 - 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 or the essential purpose of the improvements installed by Grantee in the Easement Area.
4. **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 that are in violation of the restrictions in section 3, 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 any items to be removed from the Easement Area.
5. **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.
6. **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 Agreement, except those liabilities, damages or losses arising from the acts or omissions of the Grantor or Grantor's permittees, licensees, employees, agents, or contractors.
7. **Restoration of Surface.** Grantee shall restore the surface of the Easement Area, the License Area, and the Subject Property that are disturbed by any of Grantee's acts permitted under section 1, as nearly as is reasonably possible to their condition before the disturbance. The Grantee shall not be required to replace pavement, trees, or bushes.
8. **Covenants Run with Land.** All of the terms and conditions of this Agreement 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.
9. **No Waiver by Non-Use.** Neither non-use nor limited use of the rights granted by this Agreement shall constitute a waiver or partial waiver of later exercise and enforcement of such rights.
10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
11. **Entire Agreement.** 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 recorded in the office of the Register of Deeds of Waukesha County, Wisconsin.

Exhibit 3

- 12. **Notices.** All notices to either party to this Agreement 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.
- 13. **Severability.** If any term or condition of this Agreement 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.
- 14. **Waiver.** Waivers of the right to exercise any right granted by this Agreement 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.
- 15. **Costs of Enforcement.** If a lawsuit is commenced to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees.
- 16. **No Public Dedication.** The rights granted by this Agreement shall not be deemed to be a public dedication of any fee interest in the Easement Area.

Conveyance made this _____ day of _____, 2025.

Grantor: School District of Waukesha

By:(print name)
Title:_____

By:(print name)
Title:_____

State of Wisconsin }
 } ss.
Waukesha County }

_____ and _____ personally came before me this _____ day of _____, 2025, 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 _____)

Exhibit 3

Grantee: City of Waukesha

By Shawn N. Reilly, Mayor

Attest: _____, City Clerk

State of Wisconsin }
 } ss.
Waukesha County }

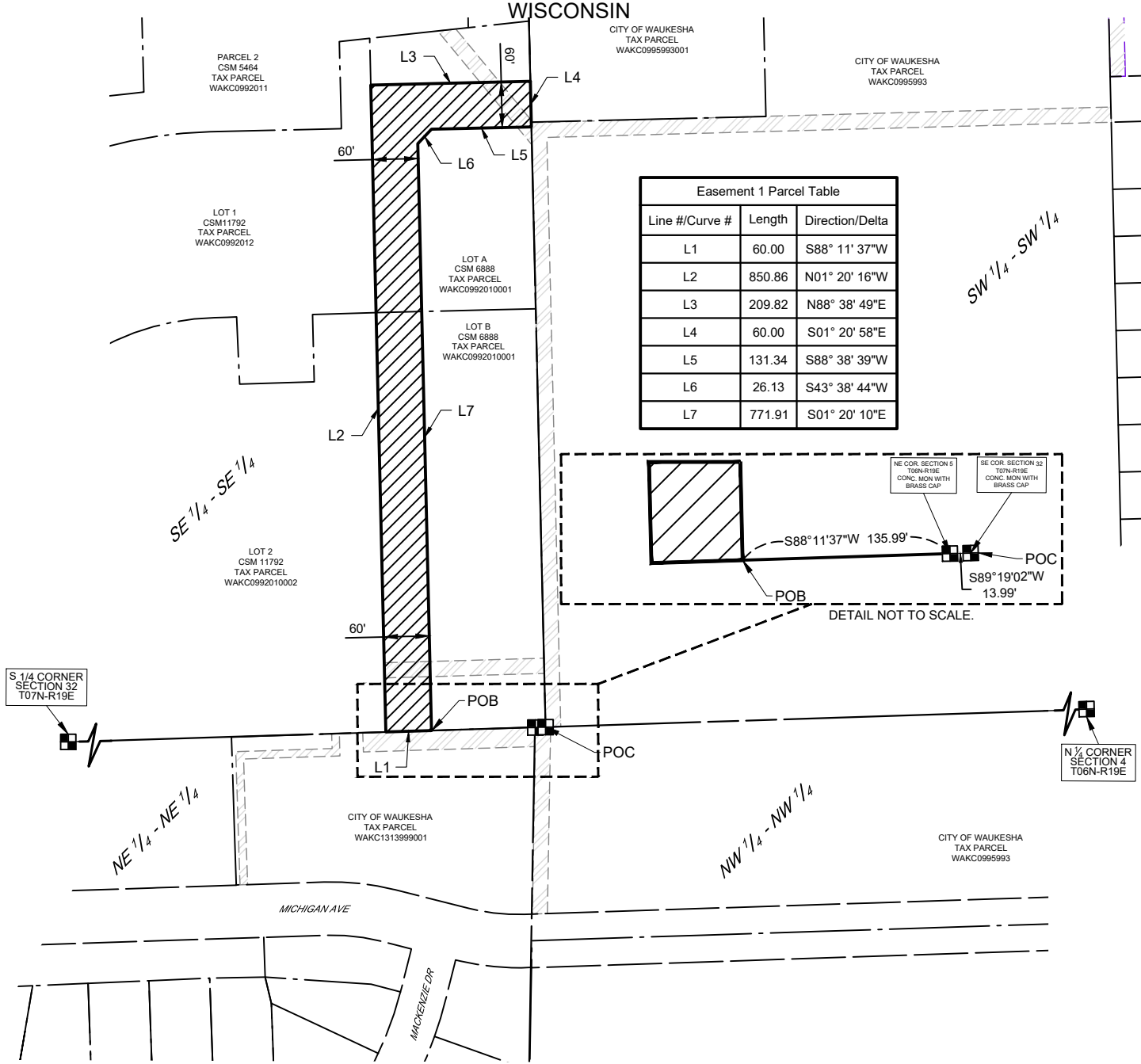
Shawn N. Reilly and _____ personally came before me this _____ day of _____, 2025, and are known to me to be the persons who executed this instrument in the indicated capacities and acknowledged the same.

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

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

Attachment 1

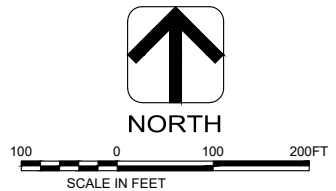
EASEMENT 1 - A PART OF LOT A AND B OF CSM 6888.
 BEING LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION
 32, TOWNSHIP 07 NORTH, RANGE 19 EAST, CITY OF WAUKESHA, WAUKESHA COUNTY,
 WISCONSIN



| Easement 1 Parcel Table | | | |
|-------------------------|--------|-----------------|--|
| Line #/Curve # | Length | Direction/Delta | |
| L1 | 60.00 | S88° 11' 37"W | |
| L2 | 850.86 | N01° 20' 16"W | |
| L3 | 209.82 | N88° 38' 49"E | |
| L4 | 60.00 | S01° 20' 58"E | |
| L5 | 131.34 | S88° 38' 39"W | |
| L6 | 26.13 | S43° 38' 44"W | |
| L7 | 771.91 | S01° 20' 10"E | |

- LEGEND**
- SECTION LINE
 - QUARTER LINE
 - SIXTEENTH LINE
 - RIGHT OF WAY LINE
 - PROPERTY LINE
 - EASEMENT LINE
 - EASEMENT AREA
 - EXISTING EASEMENT
 - SECTION CORNER
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT

PERMANENT DRAINAGE EASEMENT 1 AREA
 60,206.46 Sq. Ft - 1.38 ACRES



BEARINGS ARE BASED ON THE NORTH SECTION LINE OF SECTION 05 T06N R19E. MEASURED TO BEAR S88°11'37"W

| | | | | |
|--|--|-----------|------------------|------------------|
| | 20975 Swenson Drive, Suite 200 Waukesha, WI 53186 (262) 523-4488 | Reviewed: | Drawn: NVS | Scale: 1" = 200' |
| | | REVISIONS | Date: 03/10/2025 | SHEET NUMBER |

Attachment 2

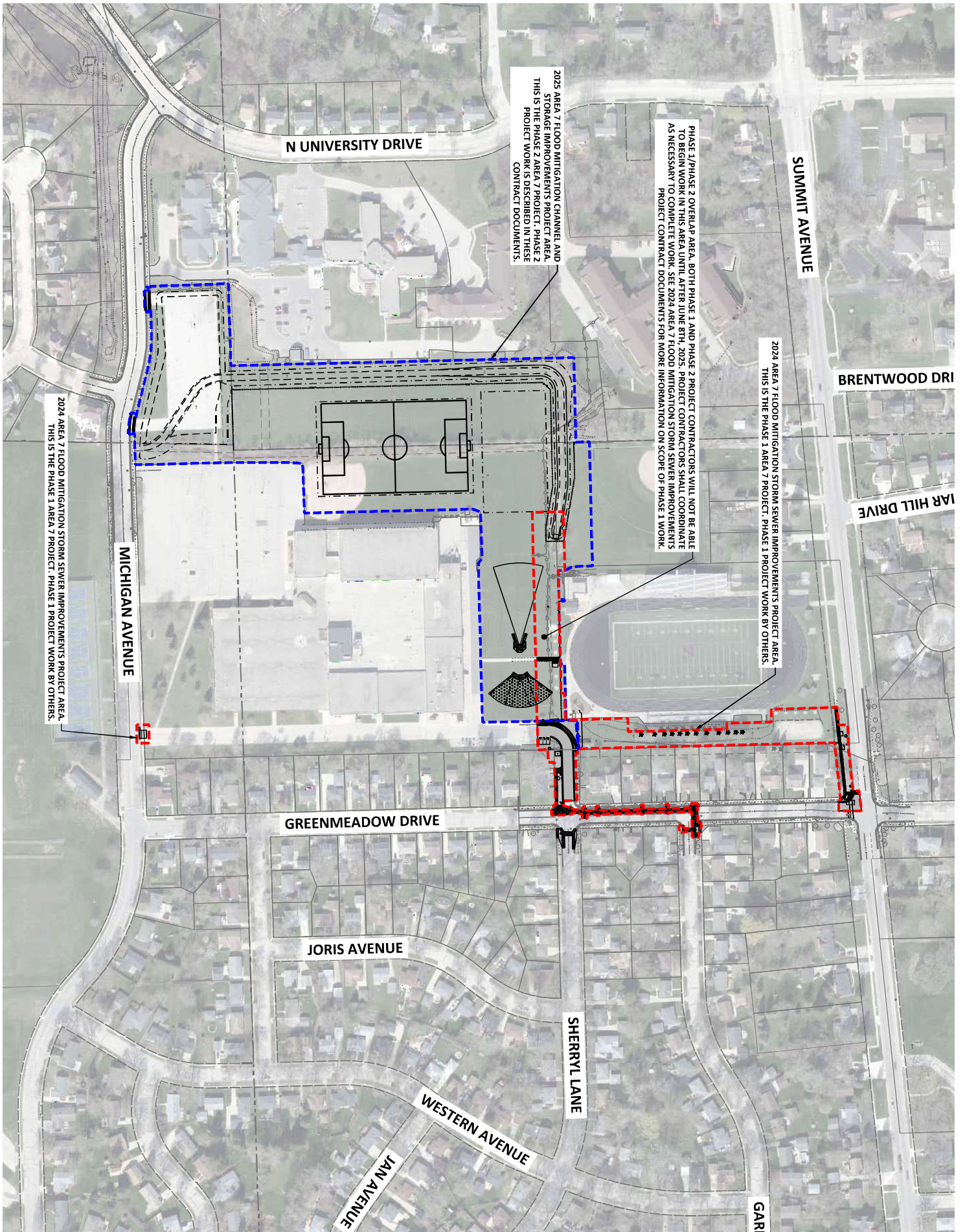


Exhibit 4

EASEMENT Drainage Easement 2

Parcel ID Number: WAKC 0995 993 001

After recording return to:

Jon Schapekahm
City of Waukesha Engineering Division
201 Delafield St
Waukesha WI 53188

The Grantor, **School District of Waukesha**, for a good and valuable consideration, hereby conveys to the Grantee, the **City of Waukesha**, a Permanent Easement and a Temporary Construction License as described below, across and upon the following-described real property in Waukesha County, Wisconsin, subject to all of the terms stated below:

Subject Parcel:

All that part of the Southwest Quarter (SW 1/4) of Section 33, Town 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Southwest Quarter (SW 1/4); thence Due North along the West line of said Southwest Quarter (SW 1/4) 796.15 feet to the place of beginning of the lands hereinafter described; thence Due East 308.43 feet; thence Due North 381.64 feet; thence Due West 228.28 feet; thence Due South 40.83 feet; thence Due West 80.15 feet to a point on the West line of said Southwest Quarter (SW 1/4); thence Due South 340.81 feet to the place of beginning. Containing an area of 114,437 square feet (2.627 acres) of land.

Permanent Easement Area:

A permanent drainage easement being located in the Southwest Quarter of the Southwest Quarter of Section 33, Township 7 North, Range 19 East, City Waukesha, Waukesha County, Wisconsin described as:

Commencing at the Southeast Corner of Section 32, Township 7 North, Range 19 East; thence North 01°20'58" West, along the East line of said Section 32, a distance of 765.80 feet to the Southwest Corner of parcel WAKC 0995 993 001, and the Point of Beginning; thence continuing along said East line, North 01° 20' 58" West 48.67 feet; thence North 88°38'38" East, 87.93 feet; thence South 80°24'39" East, 224.74 feet to the East line of said parcel; thence South 01°21'14" East along said line 6.00 feet to the Southeast corner of said parcel; thence South 88°38'38" West along the South line of said parcel, 308.59 feet to the Point of Beginning.

Being 10,311.87 sq. ft. or 0.24 acres, more or less. Also see Attachment 1.

- 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, use, operate, inspect, maintain, repair, improve, supplement, reconstruct, and remove surface water collection, drainage, and detention facilities, including below-grade sewer pipes and related facilities such as collectors, drains and manholes, open ditches, stormwater detention areas, and all related facilities. 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 drainage facilities shall be as determined by the Grantee in its sole discretion.
- 2. Temporary Construction License.** Grantor grants to Grantee and Grantee's contractors a license to enter upon and across the portions of the Subject Parcel outlined in red and blue on Attachment 2, referred to as the License Area, only during those times that construction of drainage improvements and the subsequent maintenance, inspection, repair, and replacement of such improvements takes place. Grantee may move personnel, equipment, and materials across the License Area, and may temporarily store materials, as reasonably required for Grantee's construction activities. Grantee shall limit its activities only to the Easement Area when possible and only to those portions of the License Area as are reasonably necessary. Grantee shall not

Exhibit 4

interfere unreasonably with Grantor's use and activities on the Subject Property, and shall comply with Grantor's limitations of areas and times of access, provided they do not unreasonably hinder Grantee's activities allowed by this Agreement. Grantor and Grantee shall cooperate in good faith in resolving access issues.

3. **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, other permanent structures, or any objects that would interfere with the essential purpose of the improvements installed by Grantee in the Easement Area.
 - b. Change grade elevations.
 - c. Excavate, fill, or dump dirt or any other materials.
 - d. Plant trees or bushes that would reasonably be expected to grow to more than four feet in height, or any plants that would interfere with the essential purpose of the improvements installed by Grantee in the Easement Area.
 - 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 or the essential purpose of the improvements installed by Grantee in the Easement Area.
4. **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 that are in violation of the restrictions in section 3, 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 any items to be removed from the Easement Area.
5. **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.
6. **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 Agreement, except those liabilities, damages or losses arising from the acts or omissions of the Grantor or Grantor's permittees, licensees, employees, agents, or contractors.
7. **Restoration of Surface.** Grantee shall restore the surface of the Easement Area, the License Area, and the Subject Property that are disturbed by any of Grantee's acts permitted under section 1, as nearly as is reasonably possible to their condition before the disturbance. The Grantee shall not be required to replace pavement, trees, or bushes.
8. **Covenants Run with Land.** All of the terms and conditions of this Agreement 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.
9. **No Waiver by Non-Use.** Neither non-use nor limited use of the rights granted by this Agreement shall constitute a waiver or partial waiver of later exercise and enforcement of such rights.
10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
11. **Entire Agreement.** 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 recorded in the office of the Register of Deeds of Waukesha County, Wisconsin.
12. **Notices.** All notices to either party to this Agreement 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

Exhibit 4

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.

- 13. **Severability.** If any term or condition of this Agreement 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.
- 14. **Waiver.** Waivers of the right to exercise any right granted by this Agreement 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.
- 15. **Costs of Enforcement.** If a lawsuit is commenced to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees.
- 16. **No Public Dedication.** The rights granted by this Agreement shall not be deemed to be a public dedication of any fee interest in the Easement Area.

Conveyance made this _____ day of _____, 2025.

Grantor: School District of Waukesha

By:(print name) _____
Title: _____

By:(print name) _____
Title: _____

State of Wisconsin }
 } ss.
Waukesha County }

_____ and _____ personally came before me this _____ day of _____, 2025, 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_____)

Exhibit 4

Grantee: City of Waukesha

By Shawn N. Reilly, Mayor

Attest: _____, City Clerk

State of Wisconsin }
 } ss.
Waukesha County }

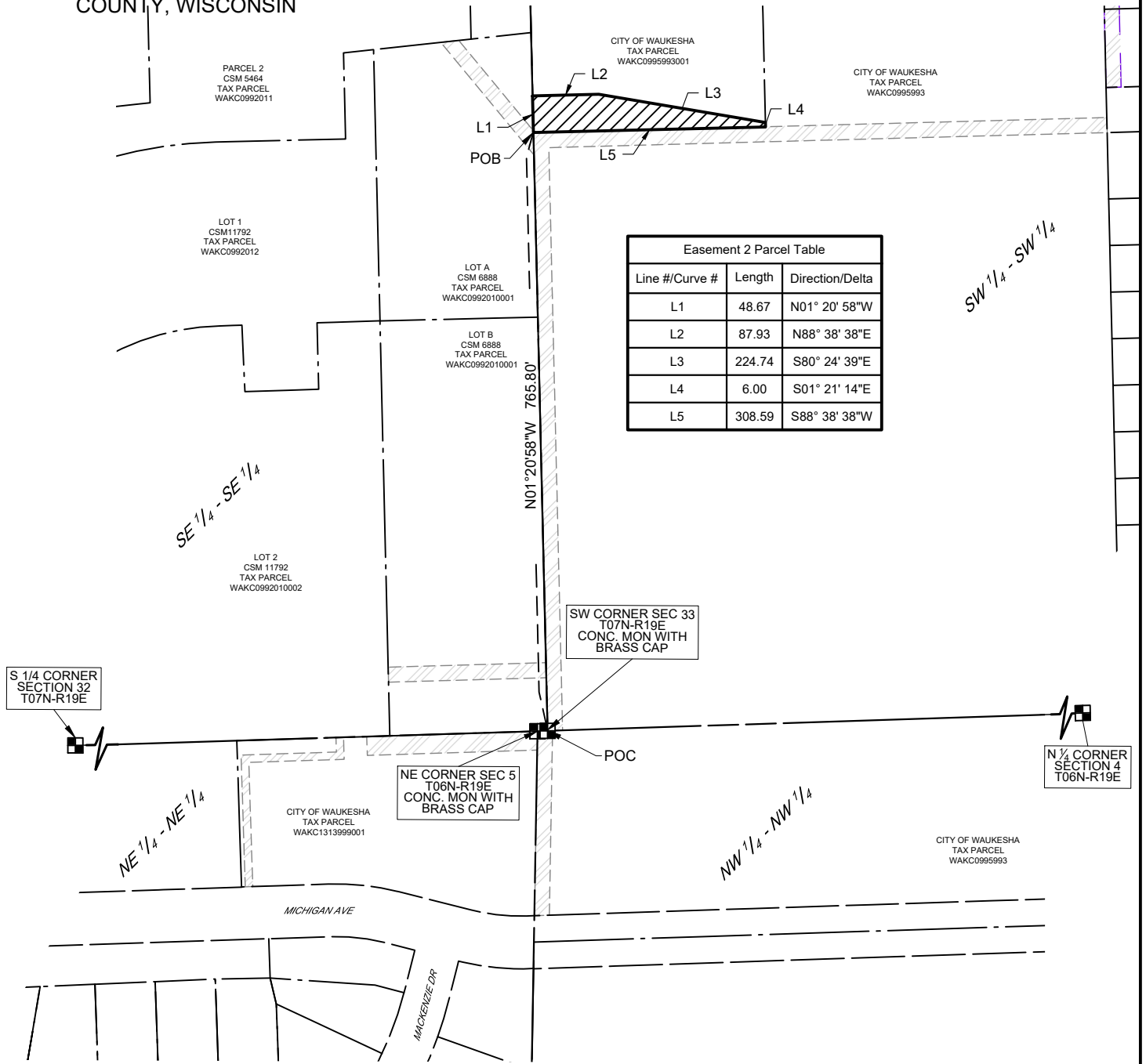
Shawn N. Reilly and _____ personally came before me this _____ day of _____, 2025, and are known to me to be the persons who executed this instrument in the indicated capacities and acknowledged the same.

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

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

Attachment 1

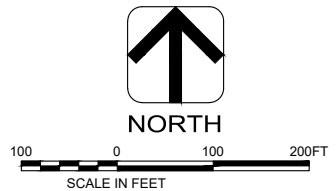
EASEMENT 2 - BEING LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 07 NORTH, RANGE 19 EAST, CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN



| Easement 2 Parcel Table | | |
|-------------------------|--------|-----------------|
| Line #/Curve # | Length | Direction/Delta |
| L1 | 48.67 | N01° 20' 58"W |
| L2 | 87.93 | N88° 38' 38"E |
| L3 | 224.74 | S80° 24' 39"E |
| L4 | 6.00 | S01° 21' 14"E |
| L5 | 308.59 | S88° 38' 38"W |

PERMANENT DRAINAGE EASEMENT 2 AREA
10,311.87 Sq. Ft. - 0.24 ACRES

- LEGEND**
- SECTION LINE
 - QUARTER LINE
 - SIXTEENTH LINE
 - RIGHT OF WAY LINE
 - PROPERTY LINE
 - EASEMENT LINE
 - EASEMENT AREA
 - EXISTING EASEMENT
 - SECTION CORNER
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT



BEARINGS ARE BASED ON THE EAST SECTION LINE OF SECTION 32 T07N R19E. MEASURED TO BEAR N01°20'58"W

| | | | | |
|--|--|-----------|------------------|------------------|
| | 20975 Swenson Drive, Suite 200 Waukesha, WI 53186 (262) 523-4488 | Reviewed: | Drawn: NVS | Scale: 1" = 200' |
| | | REVISIONS | Date: 03/10/2025 | SHEET NUMBER |

Attachment 2

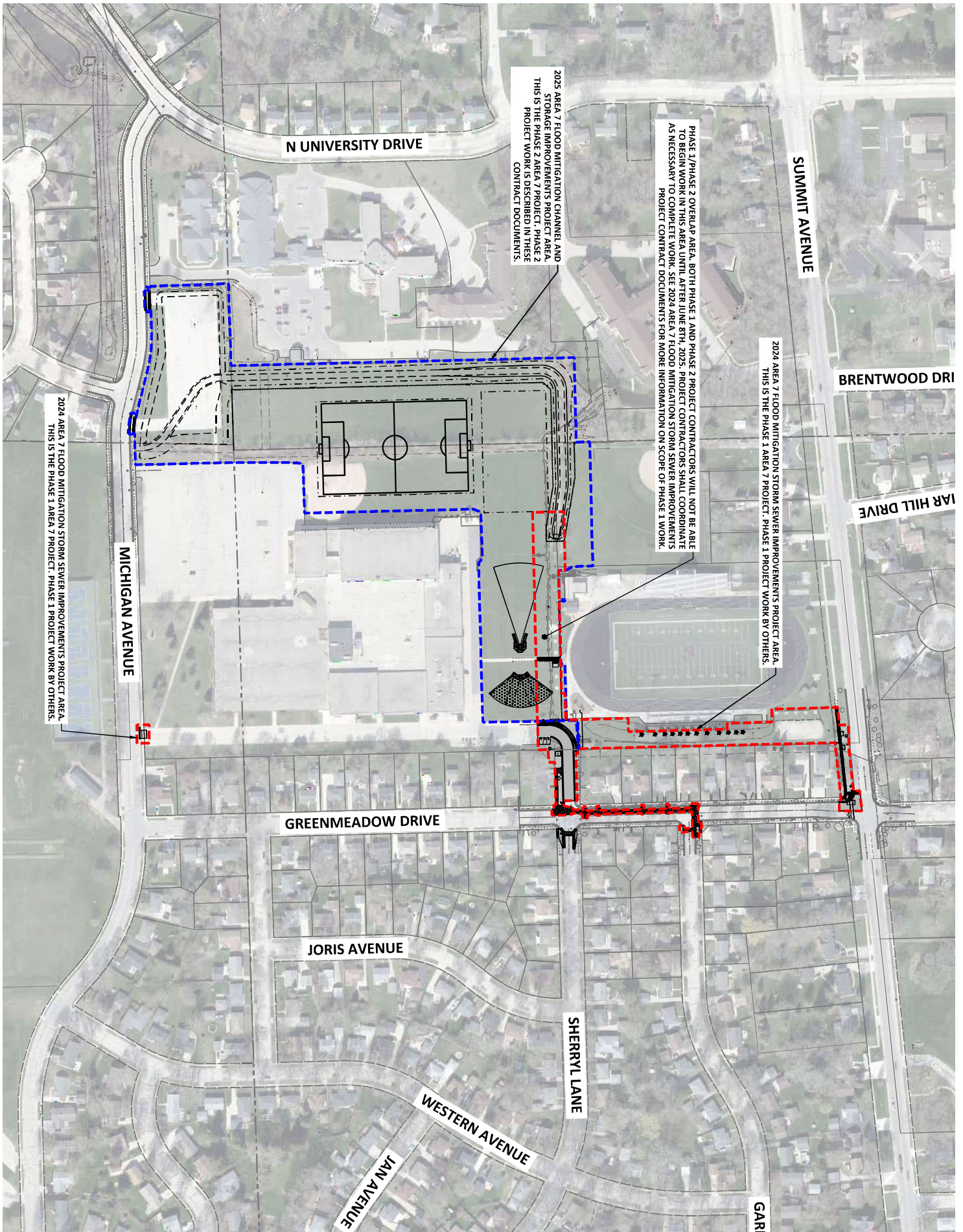


Exhibit 5

EASEMENT

Drainage Easements 3A and 3B

Parcel ID Number: WAKC 0995 993

After recording return to:

Jon Schapekahm
City of Waukesha Engineering Division
201 Delafield St
Waukesha WI 53188

The Grantor, **School District of Waukesha**, for a good and valuable consideration, hereby conveys to the Grantee, the **City of Waukesha**, permanent easements and a temporary construction license as described below, across and upon the following-described real property in Waukesha County, Wisconsin, subject to all of the terms stated below:

Subject Parcel:

All that part of the Southwest $\frac{1}{4}$ of Section 33, Town 7 North, Range 19 East and that part of the Northwest $\frac{1}{4}$ of Section 4, Town 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, bounded and described as follows:

Beginning at the Southwest corner of said Section 33; thence North $00^{\circ}13'30''$ East on the West line of said Section, 796.15 feet; thence South $89^{\circ}46'30''$ East, 308.43 feet; thence North $00^{\circ}13'30''$ East, 640.66 feet to the South line of Summit Avenue; thence North $85^{\circ}25'30''$ East along said South line, 455.57 feet; thence South $00^{\circ}13'30''$ West along the West line of Walldale Subdivision, 1467.73 feet to the South line of aforesaid Section 33; thence continuing South $00^{\circ}13'30''$ West along said West line of Walldale Subdivision, 245.0 feet more or less to the North line of Michigan Avenue; thence South $89^{\circ}41'00''$ West along said North line, 785.174 feet to the West line of aforesaid Section 4; thence North $02^{\circ}28'00''$ East along the West line of said Section, 245.3 feet more or less; thence North $89^{\circ}41'00''$ East, 13.13 feet to the place of beginning.

Permanent Easement Areas:

Drainage Easement 3A:

A Permanent Variable Width Drainage Easement being located in the Southwest Quarter of the Southwest Quarter of Section 33, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin described as:

Commencing at the Southeast Corner of Section 32, Township 7 North, Range 19 East; thence North $01^{\circ}20'58''$ West, along the West line of the Southwest Quarter of the Southwest Quarter of said Section 33, 765.80 feet to the Southwest Corner of parcel WAKC 0995 993 001, and the Point of Beginning; thence North $88^{\circ}38'38''$ East along the South line of said parcel, 308.59 feet to the Southeast corner of said parcel; thence North $01^{\circ}21'14''$ West, along the East line of said parcel, 6.00 feet; thence South $80^{\circ}24'40''$ East, 36.90 feet; thence North $88^{\circ}38'39''$ East, 338.03 feet; thence North $16^{\circ}02'47''$ East, 156.37 feet; thence North $01^{\circ}24'20''$ West, 527.44 feet to the South right-of-way line of Summit Avenue; thence North $83^{\circ}53'19''$ East, along said line, 20.07 feet; thence South $01^{\circ}24'20''$ East, 532.15 feet; thence South $16^{\circ}02'47''$ West, 153.17 feet; thence North $88^{\circ}38'39''$ East, 58.38 feet; thence South $01^{\circ}28'16''$ East, 25.00 feet; thence South $88^{\circ}38'39''$ West, 551.49 feet; thence North $80^{\circ}24'39''$ West, 103.64 feet; thence South $88^{\circ}38'38''$ West, 109.00 feet, to the East line of said Section 32; thence North $01^{\circ}20'58''$ West along said line, 6.33 feet to the Point of Beginning.

Being 30,038.04 sq. ft. or 0.69 acres, more or less. Also see Attachment 1.

Drainage Easement 3B:

A Permanent 45-foot wide Drainage Easement being located in the Northwest Quarter of the Northwest Quarter of Section 4, Township 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin described as:

Exhibit 5

Commencing at the Southeast Corner of Section 32, Township 7 North, Range 19 East; thence South 89°19'02" West, along the South line of said Section 32, a distance of 13.99 feet to the Northwest Corner of Section 4, Township 6 North, Range 19 East; thence South 00°58'38" West, along the West line of said Section 4, a distance of 136.51 feet to the Point of Beginning; thence, South 89°01'07" East 45.00 feet; thence South 00°58'38" West, 106.88 feet to the North right-of-way line of Michigan Avenue; thence South 88°01'40" West along said right-of-way line, 45.06 feet to the West line of said Section 4; thence North 00°58'38" East along the West line of said Section 4, 109.20 feet to the Point of Beginning.

Being 4,861.63 Sq. ft or 0.11 acres, more or less. Also see Attachment 1.

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 Areas to construct, use, operate, inspect, maintain, repair, improve, supplement, reconstruct, and remove surface water collection, drainage, and detention facilities, including below-grade sewer pipes and related facilities such as collectors, drains and manholes, open ditches, stormwater detention areas, and all related facilities. During times at which such work is being done, Grantee and Grantee's contractors may also place equipment and materials within the Easement Areas as reasonably required to perform such work. The size, type and quantity of the drainage facilities shall be as determined by the Grantee in its sole discretion.
2. **Temporary Construction License.** Grantor grants to Grantee and Grantee's contractors a license to enter upon and across the portions of the Subject Parcel outlined in red and blue on Attachment 2, referred to as the License Area, only during those times that construction of drainage improvements and the subsequent maintenance, inspection, repair, and replacement of such improvements takes place. Grantee may move personnel, equipment, and materials across the License Area, and may temporarily store materials, as reasonably required for Grantee's construction activities. Grantee shall limit its activities only to the Easement Areas when possible and only to those portions of the License Area as are reasonably necessary. Grantee shall not interfere unreasonably with Grantor's use and activities on the Subject Property, and shall comply with Grantor's limitations of areas and times of access, provided they do not unreasonably hinder Grantee's activities allowed by this Agreement. Grantor and Grantee shall cooperate in good faith in resolving access issues.
3. **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 Areas without the expressed, written, prior approval of the Grantee:
 - a. Place or construct any buildings, other permanent structures, or any objects that would interfere with the essential purpose of the improvements installed by Grantee in the Easement Areas.
 - b. Change grade elevations.
 - c. Excavate, fill, or dump dirt or any other materials.
 - d. Plant trees or bushes that would reasonably be expected to grow to more than four feet in height, or any plants that would interfere with the essential purpose of the improvements installed by Grantee in the Easement Areas.
 - 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 or the essential purpose of the improvements installed by Grantee in the Easement Areas.
4. **Removal of Items from Easement Areas.** In order to perform any activities authorized in section 1, Grantee may remove any items from the Easement Areas that are in violation of the restrictions in section 3, 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 Areas, and shall cooperate with Grantor to minimize damage to any items to be removed from the Easement Areas.
5. **Consistent Uses Allowed.** The Grantor reserves the right to use the Easement Areas for all uses and purposes that will not interfere with the rights granted to Grantee by this instrument.

Exhibit 5

- 6. **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 Agreement, except those liabilities, damages or losses arising from the acts or omissions of the Grantor or Grantor's permittees, licensees, employees, agents, or contractors.
- 7. **Restoration of Surface.** Grantee shall restore the surface of the Easement Areas, the License Area, and the Subject Property that are disturbed by any of Grantee's acts permitted under section 1, as nearly as is reasonably possible to their condition before the disturbance. The Grantee shall not be required to replace pavement, trees, or bushes.
- 8. **Covenants Run with Land.** All of the terms and conditions of this Agreement 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.
- 9. **No Waiver by Non-Use.** Neither non-use nor limited use of the rights granted by this Agreement shall constitute a waiver or partial waiver of later exercise and enforcement of such rights.
- 10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
- 11. **Entire Agreement.** 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 recorded in the office of the Register of Deeds of Waukesha County, Wisconsin.
- 12. **Notices.** All notices to either party to this Agreement 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.
- 13. **Severability.** If any term or condition of this Agreement 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.
- 14. **Waiver.** Waivers of the right to exercise any right granted by this Agreement 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.
- 15. **Costs of Enforcement.** If a lawsuit is commenced to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees.
- 16. **No Public Dedication.** The rights granted by this Agreement shall not be deemed to be a public dedication of any fee interest in the Easement Area.

Conveyance made this _____ day of _____, 2025.

Grantor: School District of Waukesha

By:(print name) _____
Title: _____

By:(print name) _____
Title: _____

State of Wisconsin }
 } ss.
Waukesha County }

_____ and _____ personally came before me this _____ day of _____, 2025, and are known to me to be the persons who executed this instrument in the indicated capacities and acknowledged the same.

Exhibit 5

_____, Notary Public,
Waukesha County, Wisconsin
My commission (is permanent)(expires_____)

Grantee: City of Waukesha

By Shawn N. Reilly, Mayor

Attest: _____, City Clerk

State of Wisconsin }
 } ss.
Waukesha County }

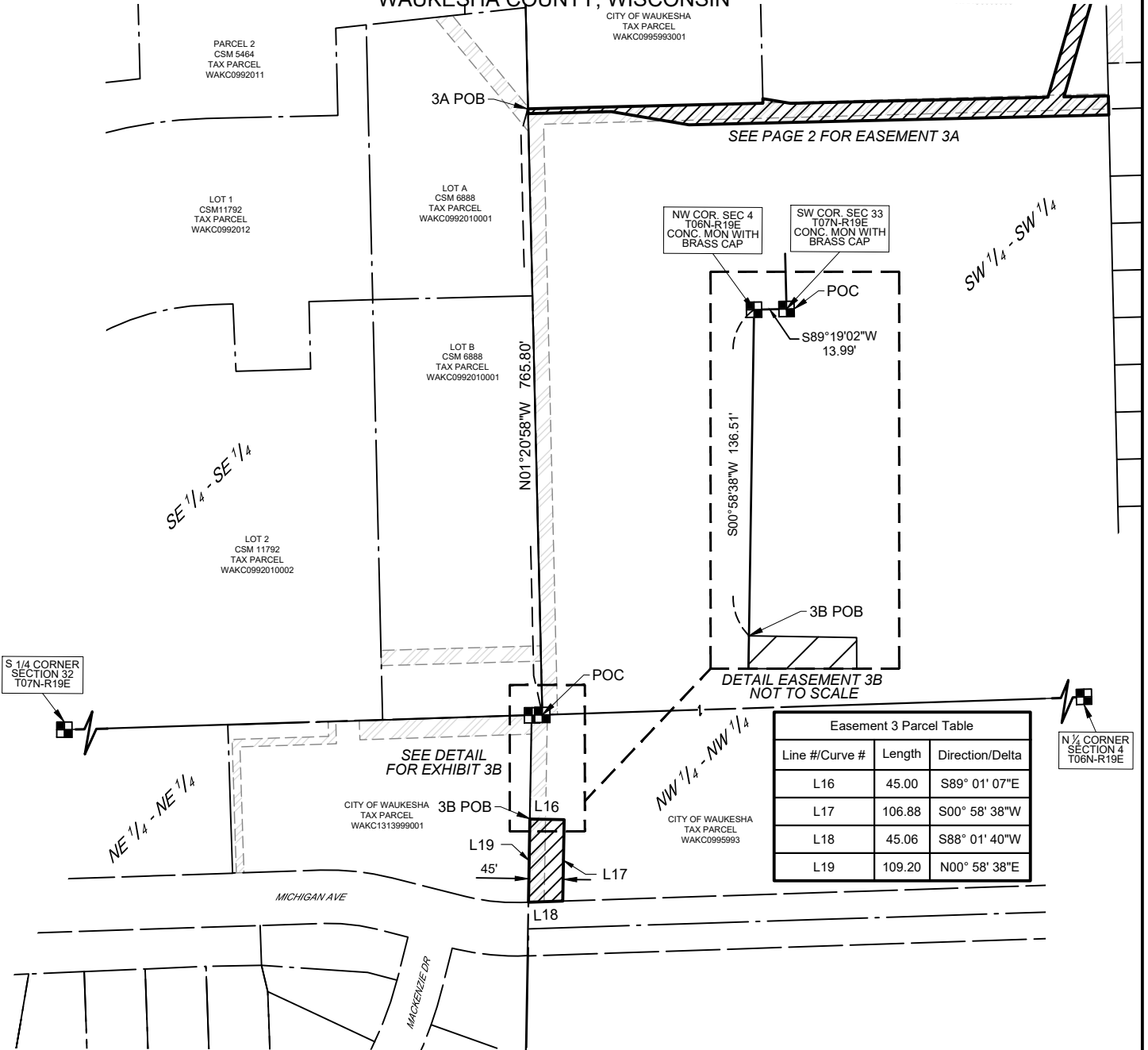
Shawn N. Reilly and _____ personally came before me this _____ day of _____, 2025, and are known to me to be the persons who executed this instrument in the indicated capacities and acknowledged the same.

_____, Notary Public,
Waukesha County, Wisconsin
My commission (is permanent)(expires_____)

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

Attachment 1

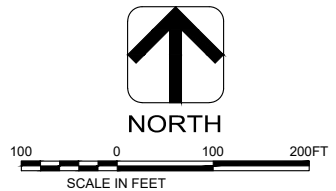
EASEMENTS 3A AND 3B - BEING LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 06 NORTH, RANGE 19 EAST, AND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 07 NORTH RANGE 19 EAST, CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN



| Easement 3 Parcel Table | | |
|-------------------------|--------|-----------------|
| Line #/Curve # | Length | Direction/Delta |
| L16 | 45.00 | S89° 01' 07"E |
| L17 | 106.88 | S00° 58' 38"W |
| L18 | 45.06 | S88° 01' 40"W |
| L19 | 109.20 | N00° 58' 38"E |

PERMANENT DRAINAGE EASEMENT 3B AREA
4,861.63 Sq. Ft. - 0.11 ACRES

- LEGEND**
- SECTION LINE
 - QUARTER LINE
 - SIXTEENTH LINE
 - RIGHT OF WAY LINE
 - PROPERTY LINE
 - EASEMENT LINE
 - EASEMENT AREA
 - EXISTING EASEMENT
 - SECTION CORNER
 - POB
 - POC



BEARINGS ARE BASED ON THE EAST LINE OF SECTION 32 T07N R19E. MEASURED TO BEAR N01°20'58"W

| | | | | |
|--|--|-----------|------------------|---------------------|
| | 20975 Swenson Drive, Suite 200 Waukesha, WI 53186 (262) 523-4488 | Reviewed: | Drawn: NVS | Scale: 1" = 200' |
| | | REVISIONS | Date: 03/14/2025 | SHEET NUMBER 1 OF 2 |

BEING LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 06 NORTH, RANGE 19 EAST, AND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 07 NORTH RANGE 19 EAST, CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

| | |
|--|------------------------|
| | EASEMENT AREA |
| | EXISTING EASEMENT AREA |
| | EXISTING RIGHT OF WAY |
| | EASEMENT CENTERLINE |
| | OWNER'S PROPERTY LINE |
| | MINOR LOT LINE |
| | SECTION LINE |
| | POINT OF COMMENCEMENT |
| | POINT OF BEGINNING |
| | SECTION CORNER |

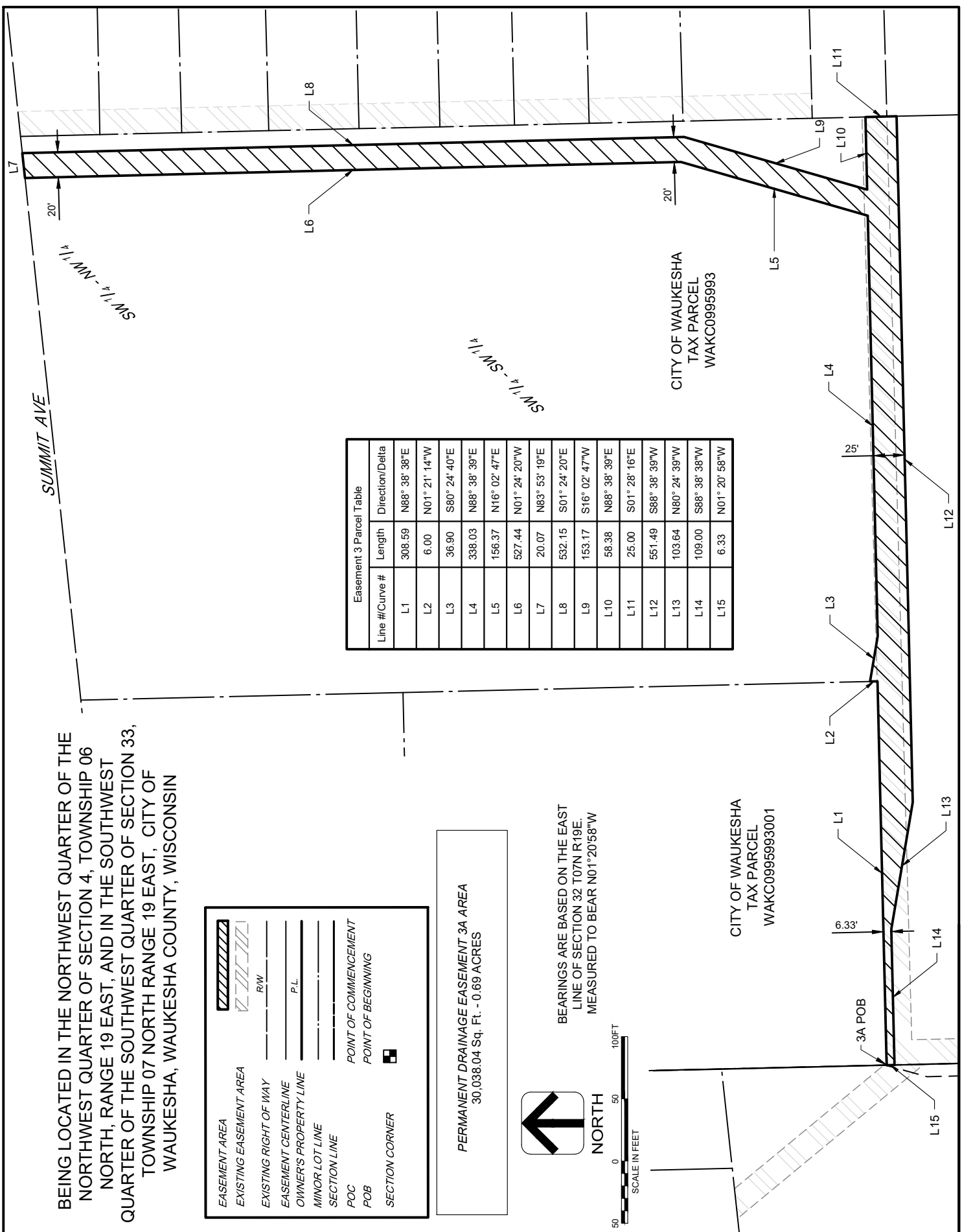
PERMANENT DRAINAGE EASEMENT 3A AREA
30,038.04 Sq. Ft. - 0.69 ACRES



BEARINGS ARE BASED ON THE EAST LINE OF SECTION 32 T07N R19E. MEASURED TO BEAR N01°20'58"W



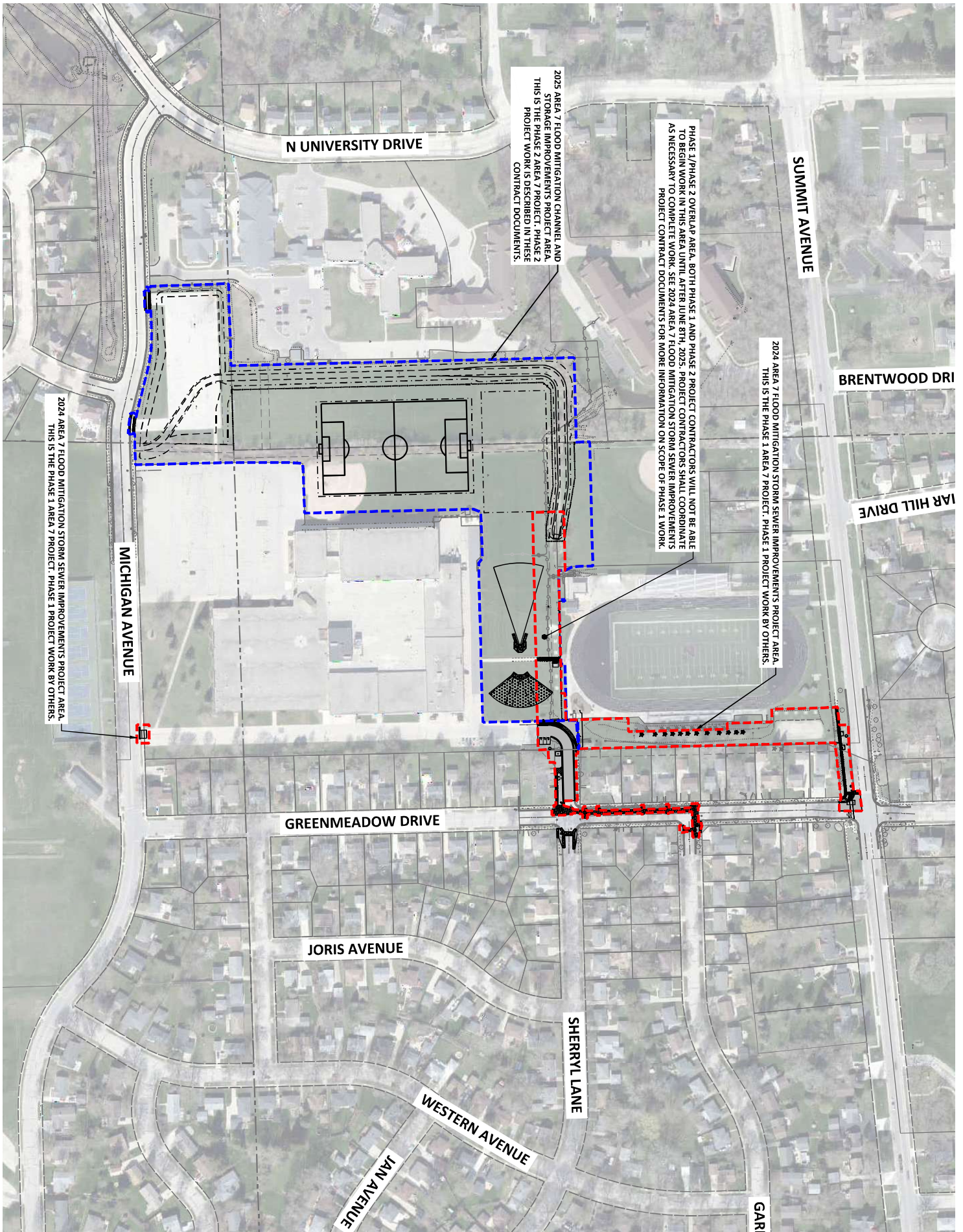
| Easement 3 Parcel Table | | |
|-------------------------|--------|-----------------|
| Line #/Curve # | Length | Direction/Delta |
| L1 | 308.59 | N88° 38' 38"E |
| L2 | 6.00 | N01° 21' 14"W |
| L3 | 36.90 | S80° 24' 40"E |
| L4 | 338.03 | N88° 38' 39"E |
| L5 | 156.37 | N16° 02' 47"E |
| L6 | 527.44 | N01° 24' 20"W |
| L7 | 20.07 | N83° 53' 19"E |
| L8 | 532.15 | S01° 24' 20"E |
| L9 | 153.17 | S16° 02' 47"W |
| L10 | 58.38 | N88° 38' 39"E |
| L11 | 25.00 | S01° 28' 16"E |
| L12 | 551.49 | S88° 38' 39"W |
| L13 | 103.64 | N80° 24' 39"W |
| L14 | 109.00 | S88° 38' 38"W |
| L15 | 6.33 | N01° 20' 58"W |



20975 Swenson Drive, Suite 200
Waukesha, WI 53186
(262) 523-4488

| | | | |
|-----------|------------------|---------------------|------------------|
| REVISIONS | Check: | Drawn: NVS | Scale: 1" = 100' |
| | Date: 03/14/2025 | SHEET NUMBER 2 OF 2 | |

Attachment 2



**Exhibit 6
WARRANTY DEED**

Parcel ID Number: WAKC 1313 999 001

After recording return to:
City Attorney
201 Delafield St
Waukesha WI 53188

The Grantor, **Waukesha School District a/k/a School District of Waukesha**, for a good and valuable consideration the adequacy and sufficiency of which is acknowledged, hereby conveys to the Grantee, **City of Waukesha**, the following-described parcel of real property in Waukesha County, Wisconsin, referred to herein as the Property, and all improvements, fixtures and appurtenances thereto, in fee simple:

All that part of the Northeast One-quarter (1/4) of Section Five (5), Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha County, County of Waukesha, State of Wisconsin, bounded and described as follows: All that part lying East of the following described line: Beginning at the Northwest corner of said Northeast ¼ of Section 5; thence North 89°41'35" East along the North line of said Northeast ¼, 1832.49 feet to the point of commencement of the line herein to be described; thence South 1°58'53" West, 1856.325 feet to the center line of C.T.H. "T" and the point of ending of the line herein described.

EXCEPTING THEREFROM that part conveyed in Warranty Deed recorded on November 18, 1983 on Reel 576, Image 1043, as Document No. 1237189.

FURTHER EXCEPTING that part conveyed in Warranty Deed recorded as Document No. 2604301.

ALSO EXCEPTING Manchester Hill and Manchester Hill Addition No. 1.

FURTHER EXCEPTING that part lying Northwesterly of North University Drive.

ALSO DESCRIBED AS:

Part of the Northeast Quarter of the Northeast Quarter of Section Five (5), Township Six (6) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin, more particularly described as follows:

Beginning at the Northeast corner of Section 5, aforesaid; thence South 00°58'38" West along the East line of said Northeast Quarter, 245.71 feet to a point on the North Right-of-Way line of Michigan Avenue; thence South 88°06'01" West along said line, 10.22 feet to a point of curve; thence 74.20 feet along said line on an arc of curve to the right, having a radius of 265.00 feet, whose chord bears North 83°52'43" West, 73.95 feet; thence North 75°51'27" West along said line, 100.00 feet to a point of curve; thence 93.80 feet along said line on an arc of curve to the left having a radius of 335.00 feet, whose chord bears North 83°52'43" West, 93.50 feet; thence South 88°06'01" West along said line, 115.10 feet to the Southeast corner of Lot 2, Certified Survey Map No. 11792, recorded in Book 118, Pages 309 to 316, as Document No. 4374770; thence North 01°50'38" West along the East line of said Lot 2, 195.05 feet to the South line of said Lot 2 and the North line of the Northeast Quarter of Section 5 aforesaid; thence North 88°11'37" East along said North line, 399.38 feet to the point of beginning.

This is not homestead property.

The Grantor warrant that title to the Property is good, indefeasible and free and clear of all liens and encumbrances except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, the restrictive covenant contained herein, and general taxes levied in the year of this conveyance, and Grantor will defend the same.

Conveyance made this _____ day of _____, 2025.

(sign above)
Print name: _____
Title: _____

(sign above)
Print name: _____
Title: _____

Exhibit 6

STATE OF WISCONSIN }
 } ss.
WAUKESHA COUNTY }

_____ and _____ personally came before me this _____ day of _____, 2025,
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 Brian E. Running, City Attorney.