

EASEMENT
Sanitary Sewerage Easement Agreement

Parcel ID Number:

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

The Grantor, **West Reserve at Fiddler's Creek Condominium Association, Inc.**, for a good and valuable consideration, hereby conveys to the Grantee, the **City of Waukesha, Wisconsin**, a Permanent Sanitary Sewerage Easement and a Temporary Construction Easement 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:

West Reserve at Fiddler's Creek Condominium, being a condominium created, declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Declaration of Condominium recorded in the Office of the Register of Deeds for Waukesha County on January 2, 2002, as Document No. 2737576, and any and all Amendments thereto. Said condominium is located in the City of Waukesha, County of Waukesha, State of Wisconsin, on the real estate described in said Declaration and incorporated herein by this reference thereto.

Permanent Sanitary Sewerage Easement Area:

Part of Lot 4 of Certified Survey Map No. 8963 of the Southeast 1/4 of Section 31, Township 7 North, Range 19 East in the City of Waukesha, Waukesha County, Wisconsin.

Commencing at the Southeast corner of said Lot 4; thence North 43° 36' 36" East along the East line of said Lot 4 for a distance of 3.73 feet to the Point of Beginning "A"; thence North 09° 31' 45" East 212.21 feet to a point along a Southerly line of an Existing Utility Easement as recorded on West Reserve at Fiddler's Creek, a Condominium Plat; thence North 45° 52' 48" East along aforesaid Southerly line 17.75 feet to a point; thence South 43° 50' 23" East continuing along said Southerly line 20.48 feet to a point; thence South 45° 55' 32" West 11.72 feet to a point; thence South 09° 31' 45" West 175.29 feet to a point in the said East line; thence South 43° 36' 36" West along the said South line 35.69 feet to Point of Beginning.

Containing 4,177 sq. ft. or 0.0958 acres

ALSO

Part of Lot 4 of Certified Survey Map No. 8963 of the Southeast 1/4 of Section 31, Township 7 North, Range 19 East in the City of Waukesha, Waukesha County, Wisconsin.

Commencing at the intersection of the West corner of Lot 2 of Certified Survey Map No. 8963 and the North corner of Lot 3 of aforesaid Certified Survey Map; thence South 43° 24' 53" West along the Northwesterly line of said Lot 3 for a distance of 105.20 feet to a point in a Southeasterly line of an Existing Utility Easement as recorded on West Reserve at Fiddler's Creek, a Condominium Plat; thence North 45° 45' 03" West along the said Southeasterly line 119.85 feet to a point; thence North 33° 57' 58" East continuing along said Southeasterly line 77.91 feet to a point; thence North 15° 39' 48" East continuing along said Southeasterly line to the Point of Beginning; thence North 15° 39' 48" East continuing along said Southeasterly line 2.21 feet to a point; thence North 51° 36' 12" East continuing along said Southeasterly line 20.33 feet to a point; thence South 67° 15' 10" East 30.16 feet to a point; thence South 34° 57' 22" West 20.46 feet to a point; thence North 67° 15' 10" West 35.37 feet to the Point of Beginning.

Containing 669 sq. ft. or 0.0153 acres.

Temporary Construction Easement Area:

Part of Lot 4 of Certified Survey Map No. 8963 of the Southeast 1/4 of Section 31, Township 7 North, Range 19 East in the City of Waukesha, Waukesha County, Wisconsin.

Commencing at the Southeast corner of said Lot 4; thence North 43° 36' 36" East along the East line of said Lot 4 for a distance of 3.73 feet to a point; thence North 09° 31' 45" East 70.36 feet to the Point of Beginning "B"; thence North 80°28'15" West 20.00 feet to a point; thence North 09°31'45" East 114.68 feet to a point along a Southerly line of an Existing Utility Easement as recorded on West Reserve at Fiddler's Creek, a Condominium Plat; thence North 45°52'48" East along the aforesaid line 33.74 feet to a point; thence South 09°31'45" West 141.85 feet to the point of beginning.

Containing 2,565 sq. ft. or 0.0589 acres.

Terms of Easement

1. **Grant of Permanent Easement.** The Grantor grants to the Grantee a perpetual easement and right-of-way over, upon and beneath the surface of the Permanent 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 Permanent 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 Permanent 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 below grade with the exception of manhole covers placed level with the ground surface to be used for inspection and maintenance. Grantee agrees that the initial construction and installation of the sanitary sewerage facilities shall be completed by December 31, 2021 (the "Final Completion Date").
2. **Grant of Temporary Construction Easement.** Additionally, during the period of construction or installation of improvements within the Permanent Easement Area, the Grantor grants to the Grantee a temporary construction easement over and upon the Temporary Construction Easement Area for the purpose of transporting and placement of equipment and materials in connection with the construction or installation of improvements within the Permanent Easement Area. This temporary construction easement shall expire on the earlier to occur of (a) completion of the construction and installation of the sanitary sewerage facilities as described in Paragraph 1, above, or (b) the Final Completion Date.
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 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.
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 which are in violation of the restrictions in section 3, and Grantee shall not be liable for damage to such items resulting from removal. 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.

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 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.
7. **Restoration.** Grantee shall restore and repair the Grantor's land that is damaged or disturbed by any of Grantee's acts permitted under sections 1 and 2, to the condition existing prior to such entry by Grantee or its agents. The Grantee shall not be required to replace trees or bushes that interfere with the Grantee's use of the easement area.
8. **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.
9. **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.
10. **Governing Law.** This instrument shall be construed and enforced in accordance with the laws of the State of Wisconsin.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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 28th day of SEPTEMBER, 2020.

Grantor: West Reserve at Fiddler's Creek Condominium Association, Inc.

Sarah Mead in behalf of West Reserve at Fiddler's Creek Beckie Hansen
By: Sarah Mead By: Beckie Hansen
Title: Property Manager Title: Property Manager

State of Wisconsin }
Waukesha County } ss.

Sarah Mead and Beckie Hansen personally came before me this 28 day of SEPTEMBER, 2020, and are known to me to be the persons who executed this instrument in the indicated capacities and acknowledged the same.

Sara Moker
_____, Notary Public,
Waukesha County, Wisconsin
My commission (is permanent)(expires 2/4/24)



Grantee: City of Waukesha

By Shawn N. Reilly, Mayor

Attest: Gina L. Kozlik, City Clerk

State of Wisconsin }
Waukesha County } ss.

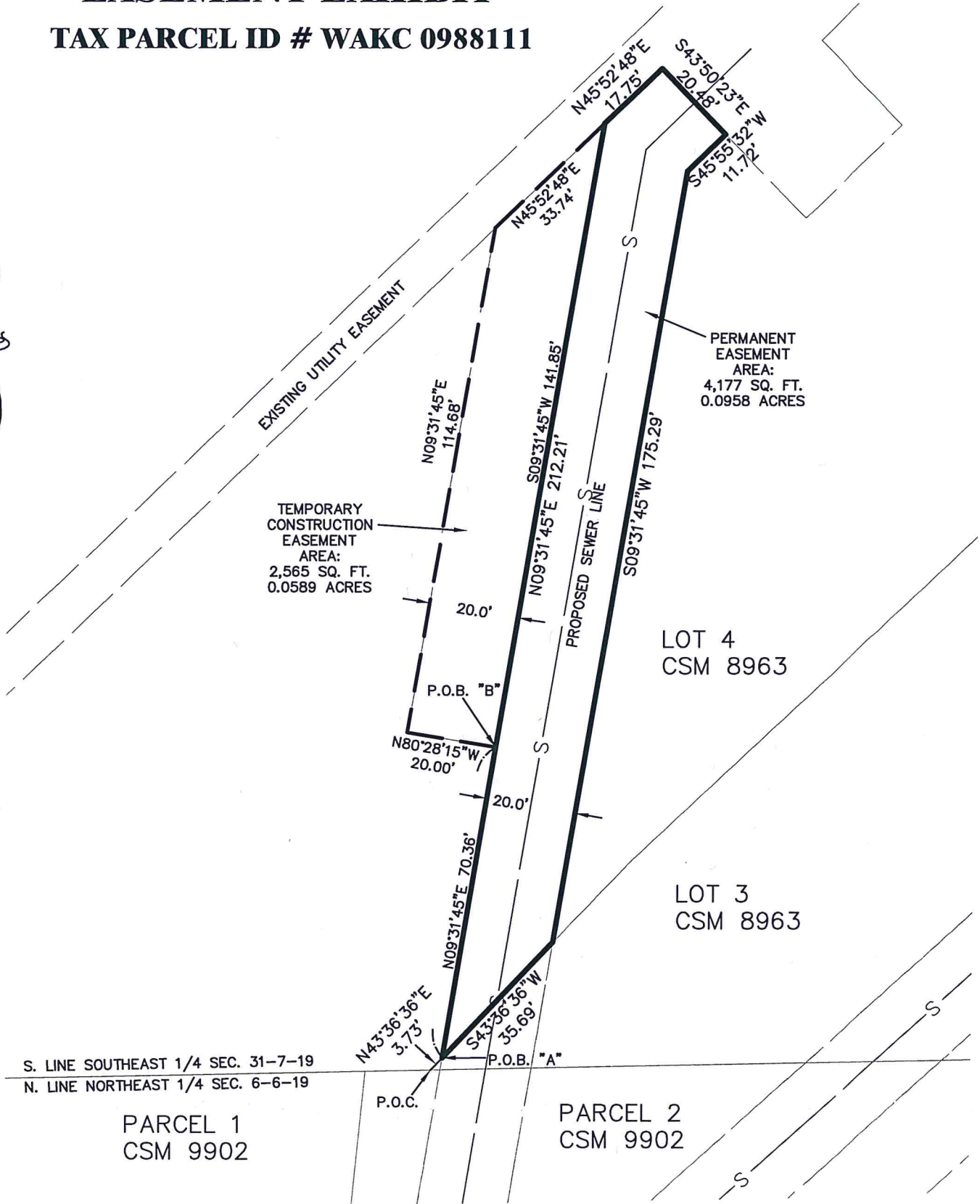
Shawn N. Reilly and Gina L. Kozlik personally came before me this _____ day of _____, 2020, and are known to me to be the persons who executed this instrument in the indicated capacities and acknowledged the same.

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

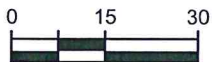
This instrument was drafted by City of Waukesha Department of Public Works.

EASEMENT EXHIBIT

TAX PARCEL ID # WAKC 0988111



GRAPHIC SCALE



(1" = 30')

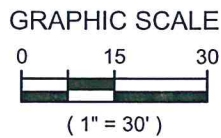
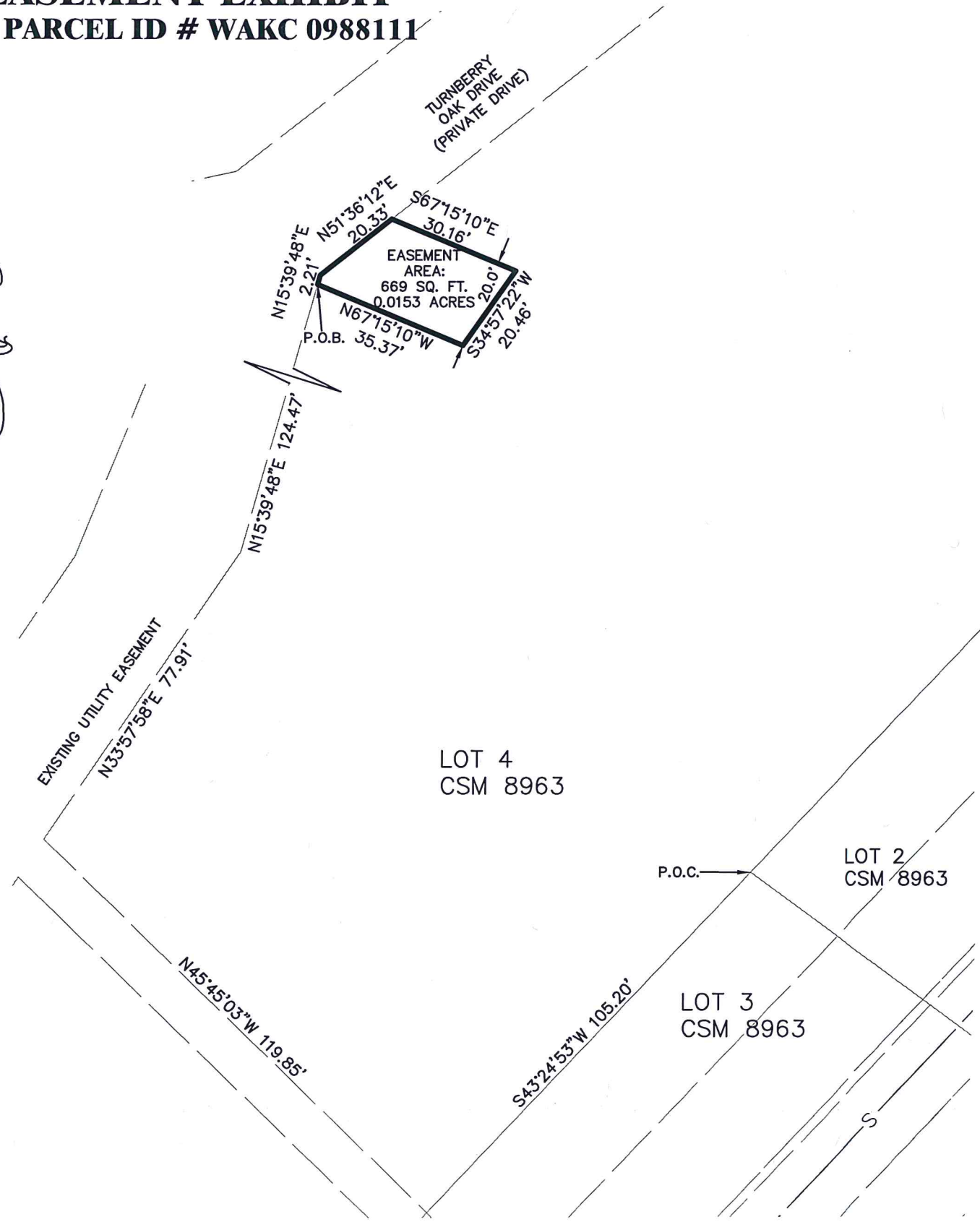
raSmith

CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
 Brookfield, WI 53005-5938
 (262) 781-1000
rasmith.com

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