

## EASEMENT

### Public Sidewalk Easement Agreement

Parcel ID Number: WAKC

After recording return to:

City Attorney  
City of Waukesha  
201 Delafield Street  
Waukesha WI 53188-3646

The Grantor, SJW Enterprise LLC, grants to the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City, a permanent Sidewalk Easement, as hereinafter described, on and across the following described property:

Legal description of the Property:

Lot 8, Arcadian Avenue Industrial Park, being a subdivision of part of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 1, and the Northeast Quarter (NE ¼) of the Northeast Quarter (NW ¼) of Section 2, Town 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin.

Legal description of the Easement Area on the Property:

Grantor is the owner in fee of the above described property.

The parties to this Easement Agreement agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor grants and conveys to the City a perpetual Sidewalk Easement and right of way across and through the Easement Area. The City may construct, maintain, repair and replace as necessary a paved sidewalk within the Easement Area, according to the City's standards, specifications and policies. The public may enter onto, cross and use the Sidewalk Easement in any manner customarily associated with the use of public sidewalks and in compliance with all applicable laws. Grantor shall be responsible for construction, maintenance, repair and replacement of sidewalks within the Easement Area and nothing in this agreement shall be deemed to relieve Grantor or any successor of these responsibilities.
2. Grantor shall be responsible for compliance with Waukesha Municipal Code 56.09 and 56.12, and any successor municipal code provision, regarding the duty to clean sidewalks and keep them free from snow and ice.
3. The Sidewalk Easement shall run with the land, shall be binding upon the Grantor's and City's successors in interest, and shall inure to the benefit of and be enforceable by the Grantor, the City and their successors and assigns. References to Grantor in this Agreement shall include all of Grantor's successors in interest.
4. This Agreement sets forth the entire understanding of the parties and may not be changes except by a written document executed and acknowledge by all parties to this Agreement and recorded in the office of the Register of Deeds of Waukesha County, Wisconsin.

**Grantor: SJW Enterprise LLC**

\_\_\_\_\_   
 By

STATE OF WISCONSIN }   
 } ss.   
 WAUKESHA COUNTY }

\_\_\_\_\_, known to me to be the \_\_\_\_\_, personally came before me the \_\_\_\_\_ day of \_\_\_\_\_, 2019, signed this Agreement in my presence, and acknowledged the same.

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

**City of Waukesha**

\_\_\_\_\_ By Shawn N. Reilly, Mayor \_\_\_\_\_ Attest: Gina L. Kozlik, City Clerk

STATE OF WISCONSIN }   
 } ss.   
 WAUKESHA COUNTY }

Shawn N. Reilly and Gina L. Kozlik, known to me to be the Mayor and City Clerk, respectively, of the City of Waukesha, personally came before me the \_\_\_ day of \_\_\_\_\_, 2019, signed this Agreement in my presence, and acknowledged the same.

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

This instrument was drafted by Julie M. Gay, Asst. City Atty.