

TEMPORARY EASEMENT

Parcel ID Number: WAKC 1314 117 through 163

After recording return to:
Chris Langemak
City of Waukesha Engineering Division
201 Delafield St 2nd Fl
Waukesha WI 53188

The Grantor, **East Sutton Condominium Association, Inc.**, a Wisconsin non-stock corporation, for a good and valuable consideration, hereby conveys to the Grantee, the **City of Waukesha, Wisconsin**, a temporary easement as described below, across and upon the Temporary Easement Area described in the attached Exhibit A, subject to all of the terms herein:

1. **Purpose.** This temporary easement is to facilitate construction work within the 10-foot public stormwater drainage easement across the northerly end of Parcel 1 of Certified Survey Map 5314, recorded by the register of Deeds for Waukesha County on September 14, 1987 as Document Number 1447556. That easement is referred to herein as the Drainage Easement.
2. **Grant of Temporary Easement.** The Grantor grants to Grantee and Grantee's contractors an easement and right-of-way over and upon the Temporary Easement Area for ingress and egress access to the Drainage Easement with equipment, materials, and personnel to perform construction, maintenance, and repair work and all other necessary and reasonably-related activities to the southerly shore of the pond lying within Parcel 2 of CSM 5314.
3. **Term of Temporary Easement.** This Temporary Easement shall be effective as of its date of execution and shall terminate upon completion of the construction work within the Drainage Easement and the final removal of all equipment and materials from the Temporary Easement Area.
4. **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 or use of the Temporary Easement Area; except those liabilities, damages or losses arising to any extent from the acts or omissions of the Grantor or Grantor's permittees, licensees, employees, agents, or contractors.
5. **Restoration of Surface and Pavement.** Grantee shall restore the surface of the Temporary Easement Area, including paved surfaces, damaged or disturbed by any of Grantee's work, as nearly as is reasonably possible to its condition before the damage or disturbance, at Grantee's sole expense.
6. **Governing Law.** This instrument shall be construed and enforced in accordance with the laws of the State of Wisconsin.
7. **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.
8. **No Public Dedication.** The rights granted by this instrument shall not be deemed to be a public dedication of any fee interest in the Temporary Easement Area.
9. **No Eminent Domain.** The Grantor acknowledges that the grant of interests by this instrument is voluntary, mutual, and consensual, is not condemnation or an exercise of eminent domain, and Grantor waives all rights under Chapter 32 of the Wisconsin Statutes.
10. **Authority to Execute.** Grantor warrants and represents that it has the authority to execute this instrument on behalf of the unit owners of the East Sutton Condominium.

Executed this 23 day of August, 2022.

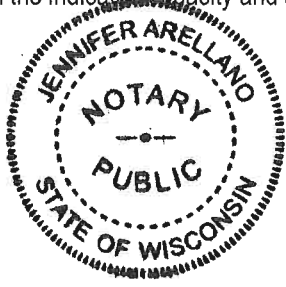
Grantor: East Sutton Condominium Association, Inc.

By Mike Leach, General Partner
Title: Agent for East Sutton Condominium Association INC

State of Wisconsin }
 } ss.
Waukesha County }

Mik Leach personally came before me this 23rd day of August, 2022, and is known to me to be the person who executed this instrument in the indicated capacity and acknowledged the same.

Jennifer Arellano, Notary Public,
Waukesha County, Wisconsin
My commission (is permanent)(expires 2/23/26)



Grantee: City of Waukesha

By Shawn N. Reilly, Mayor

Attest: Gina L. Kozlik, City Clerk

State of Wisconsin }
 } ss.
Waukesha County }

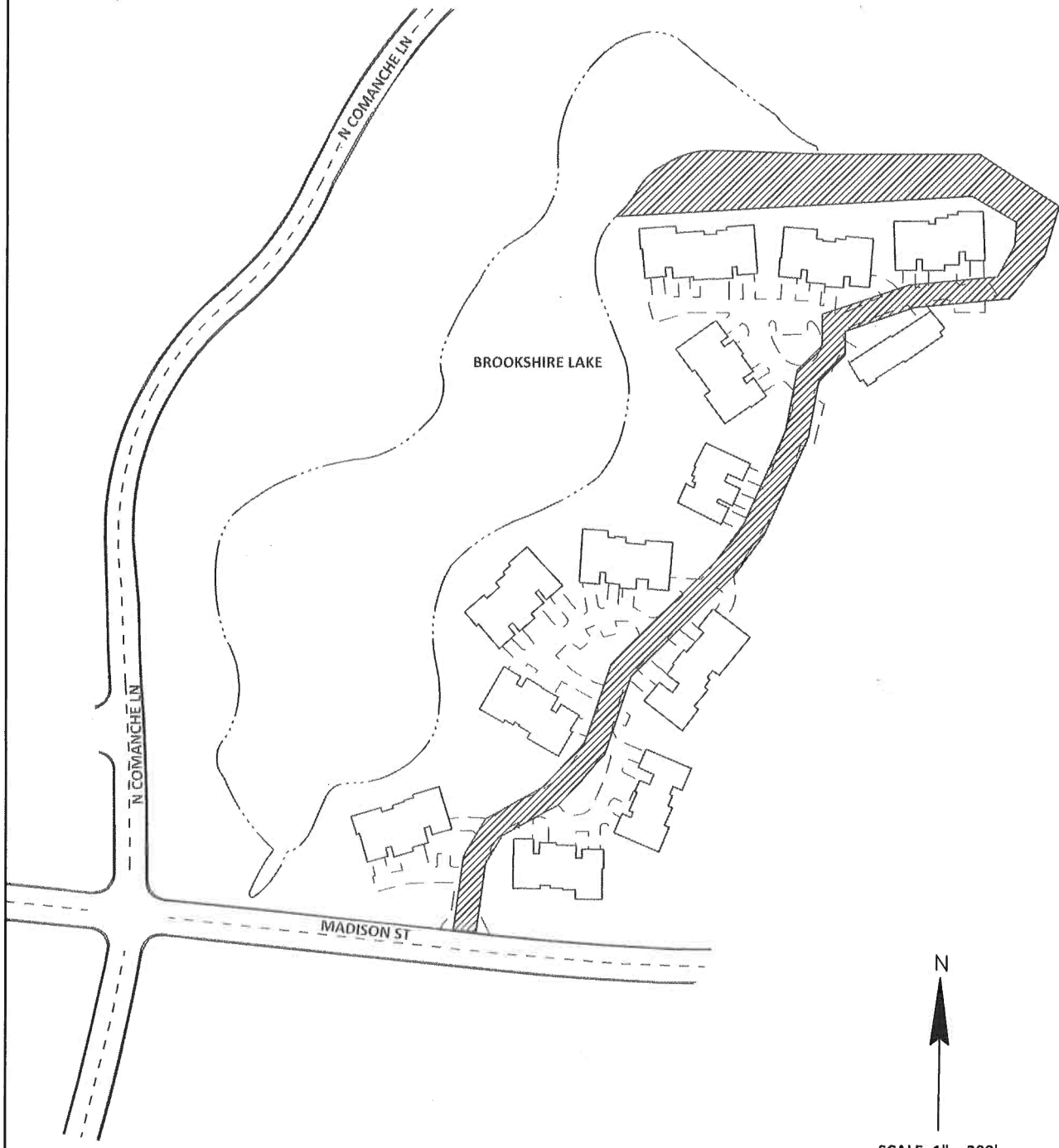
Shawn N. Reilly and Gina L. Kozlik personally came before me this _____ day of _____, 2022, and are known to me to be the persons who executed this instrument in the indicated capacities and acknowledged the same.

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

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

EASEMENT EXHIBIT

WAKC 1314 117 THROUGH 163



SCALE: 1" = 200'