

## EASEMENT

Parcel ID Number: WAKC 1305 214

After recording return to:  
City Attorney  
Waukesha City Hall  
201 Delafield St Ste 206  
Waukesha WI 53188-3646

The Grantor, **101 West Main, LLC**, a Wisconsin limited-liability company, for a good and valuable consideration, hereby conveys to the Grantee, **City of Waukesha, Wisconsin**, a Wisconsin municipal corporation, an easement upon and across the following-described parcel of real property in Waukesha County, Wisconsin, subject to the Terms of this instrument:

All that part of Lots 1 through 5, Block "F", Gale Barstow & Lockwoods Plat of Prairieville, being a part of the SE¼ of the NE¼ of Section 3, Town 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin bounded and described as follows: Commencing at the northeast corner of the Northeast Quarter (NE¼) of said Section 3 being marked by a concrete monument with brass cap; thence South 00°05'00" East along the east line of said Northeast Quarter (NE¼) 1783.84 feet; thence South 89°55'00" West 36.28 feet to the south right-of-way line of W. Main Street; thence South 68°36'22" West along said south right-of-way line 299.78 feet to the east right-of-way line of Martin Street; thence South 02°24'11" East along said east right-of-way line of Martin Street 2.12 feet to the place of beginning of said vehicular parking and pedestrian sidewalk easement hereinafter described; thence continuing South 02°24'11" East 86.39 feet along said east right of way line; thence North 47°28'38" East 13.43 feet; thence North 02°28'38" West 69.20 feet; thence North 47°28'38" West 12.68 feet to a point on the future south right-of-way line of W. Main Street; thence South 68°36'22" West along said line 1.27 feet to the place of beginning. Containing a net area of 802.44 square feet or 0.0184 acres of land.

This real property is referred to herein as the Easement Area, and is described more fully in the attached Exhibit A.

### Recitals

Grantor is developing the property at 101 West Main Street in Waukesha, and has submitted site and architectural plans to the City of Waukesha Plan Commission for approval, pursuant to Waukesha Municipal Code §22.15. As a condition of approval, the Plan Commission required a certain number of parking spaces to be created for the development.

To create the required number of parking spaces, angle parking will be used on Martin Street, which will extend from public right-of-way onto the Easement Area. Constructing the angle parking spaces requires displacing the public sidewalk from public right-of-way onto the Easement Area, which necessitates an easement from Grantor to Grantee to allow use of the sidewalk and parking spaces by the general public, as if the sidewalk and parking spaces were located entirely within public right-of-way.

Therefore, in consideration of the Plan Commission approval of Grantor's development plans, and to satisfy the Plan Commission's requirements, the parties agree as follows:

### Terms

1. Grantor grants and conveys to the Grantee a perpetual easement upon and across the Easement Area, which shall be for the use of the general public, to use sidewalks within the Easement Area in any manner that the public may legally use a public sidewalk, and to use vehicle parking areas within the Easement Area in any manner that the public may legally use public vehicle parking areas.
2. Grantor warrants to Grantee that Grantor has fee simple title to the Easement Area and can grant the easement described in this instrument to Grantee without the permission, consent, or participation of any third party. Grantor will defend the claims of any such third party and indemnify the Grantee from any costs arising therefrom.
3. Grantor shall, at Grantor's sole expense, construct a sidewalk and curb within the Easement Area in the location designated by the Grantee, according to the requirements of Waukesha Municipal Code §6.08 and the specifications of the City of Waukesha

Engineering Department; and Grantor shall repair, maintain, and replace the sidewalk in compliance with all applicable Municipal Code sections and Wis. Stats. §66.0907.

4. Grantor shall, at Grantor's sole expense, construct angle parking spaces within the Easement Area and within public right-of-way to the extent necessary, in the location designated by the Grantee, according to the specifications of the City of Waukesha Engineering Department. Once constructed by Grantor, Grantee shall repair, maintain and replace the parking spaces as if entirely within public right-of-way, according to the standards and practices of the City of Waukesha Public Works Department.
5. The easement granted hereby, and all of the terms, conditions, benefits, and burdens contained in this instrument, shall run with the land and be binding upon, inure to the benefit of, and be enforceable by Grantor and Grantee and their respective successors and assigns. The Grantor and any successors in interest to the Easement Area shall be bound by the terms and conditions of this instrument, and have liability for the Easement Area, only while they have fee title to the Easement Area.
6. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
7. 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 by the Register of Deeds for Waukesha County.
8. If any term or condition of this instrument is held to be invalid or unenforceable by a court having jurisdiction, the remainder of the terms and conditions shall be severed and shall remain valid and enforceable.
9. No delay or failure by any party to exercise any right granted by this instrument shall be construed to be a waiver thereof. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions.
10. If legal proceedings are required to enforce any term or condition of this instrument, then the prevailing party shall be entitled to the costs of the proceedings, including court costs and reasonable attorney fees.

Dated the \_\_\_\_\_ day of October, 2017.

**Grantor: 101 West Main, LLC**

\_\_\_\_\_  
(sign above)  
Name and title: \_\_\_\_\_

\_\_\_\_\_  
(sign above)  
Name and title: \_\_\_\_\_

State of Wisconsin }  
                                  } ss.  
Waukesha County }  

\_\_\_\_\_ and \_\_\_\_\_ personally came before me this \_\_\_\_\_ day of October, 2017, 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 (expires \_\_\_\_\_)(is permanent)

Grantee: City of Waukesha

\_\_\_\_\_  
Shawn N. Reilly, Mayor

\_\_\_\_\_  
Gina L. Kozlik, City Clerk

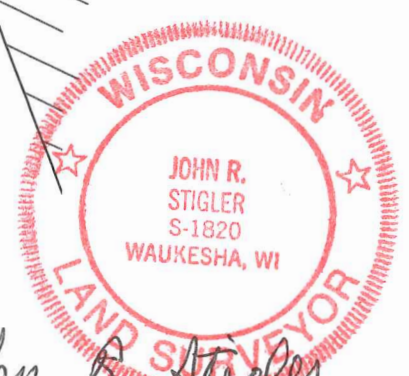
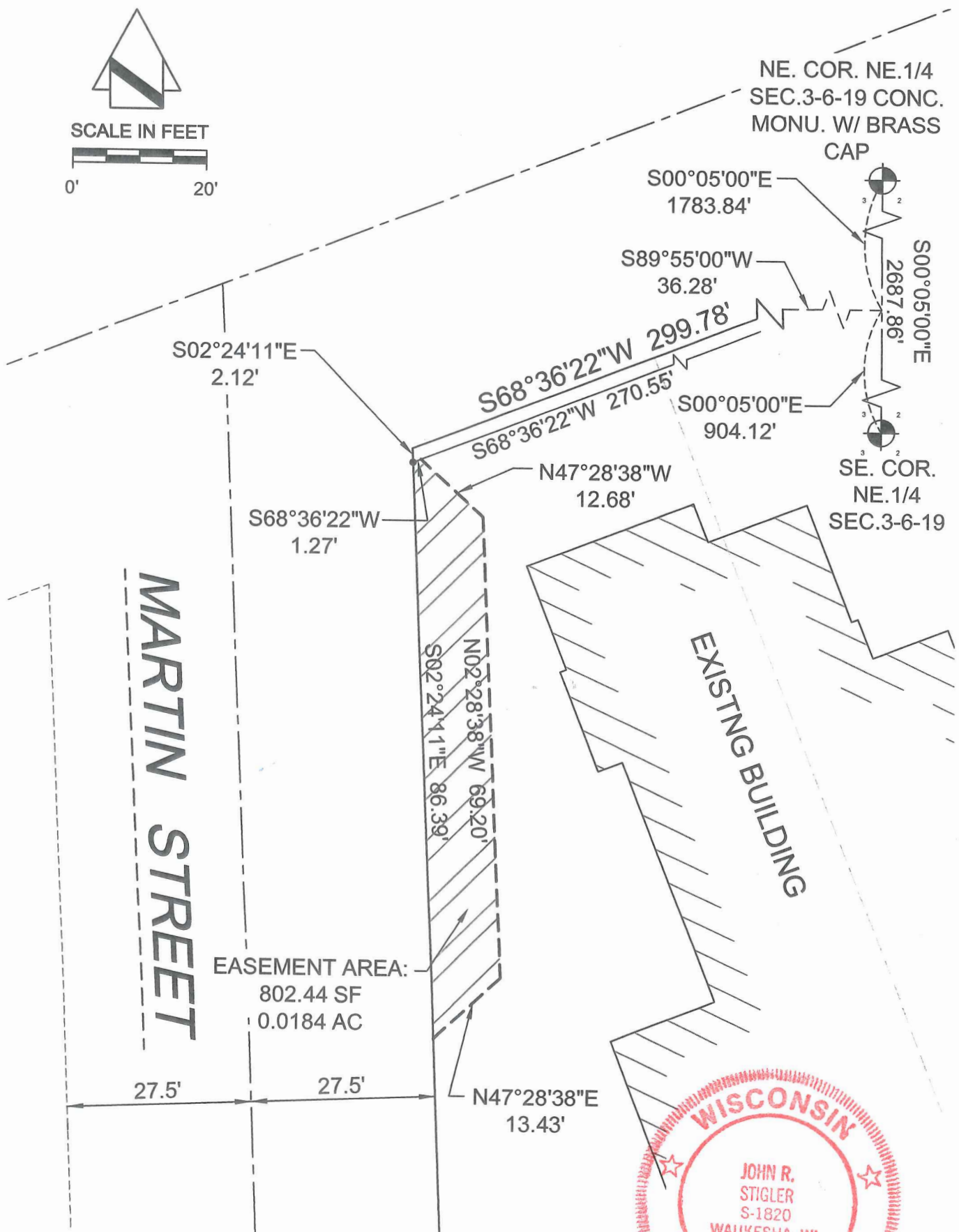
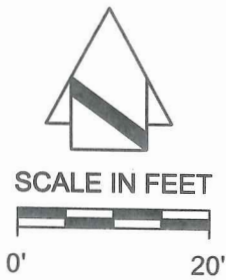
State of Wisconsin }  
                          } ss.  
Waukesha County   }

Shawn N. Reilly and Gina L. Kozlik personally came before me this \_\_\_\_\_ day of October, 2017, 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 (expires \_\_\_\_\_)(is permanent)

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

**EXHIBIT - A**  
**PARKING EASEMENT GRANTED TO**  
**THE CITY OF WAUKESHA**



*John R. Stigler*  
 JOHN R. STIGLER - Wis. Reg. No. S-1820  
 DATED this 6th DAY of SEPTEMBER, 2017