

**EASEMENT**  
**Stormwater Sewer Easement Agreement**

Parcel ID Number: TBD

After recording return to:  
City of Waukesha Engineering Department  
201 Delafield St.  
Waukesha, WI 53188

The Grantors, LaCasa de Esperanza, for a good and valuable consideration, the receipt of which is acknowledged, hereby convey the Grantee, the City of Waukesha, Wisconsin, a permanent 30-foot wide stormwater sewer easement, referred to as the Easement Area, legally described as follows, subject to all of the terms stated below:

**Legal Description of Easement Area**

That part of Lot 1, Certified Survey Map No. 11042, Lots 3 and 4 Certified Survey Map No. 8677, Lots 25, 45, 46, 47, 54 and that part of Lots 26, 48, 49, 50, 51, 52, 53 in Daniel Wells, Jr. Plat of Prairieville Village and lands in the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 2, Township 6 North and Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the Northwest Corner of the Southwest 1/4 of said Section 2, thence North 88°29'05" East 362.72 feet to a point on the East line of Pleasant Street, thence South 00°14'58" East along said East line 136.15 feet to the point of beginning of lands hereinafter described; thence North 45°16'58" East 39.76 feet; thence North 42°16'19" East 231.79 feet; thence North 40°31'48" East 142.46 feet; thence North 44°42'22" East 57.57 feet; thence North 36°23'25" East 158.75 feet; thence North 23°47'17" East 170.91 feet; thence North 25°21'58" East 21.91 feet; thence North 89°39'16" East 16.09 feet; thence North 25°21'58" East 40.15 feet to a point on the South line of Arcadian Avenue; thence North 89°53'55" East 33.23 feet along said South line; thence South 25°21'58" West 39.99 feet; thence South 89°39'16" West 16.09 feet; thence South 25°21'58" West 35.95 feet; thence South 23°47'17" West 173.81 feet; thence South 36°23'25" West 164.24 feet; thence South 44°42'22" West 58.66 feet; thence South 40°31'48" West 141.83 feet; thence South 42°16'19" West 233.04 feet; thence South 45°16'58" West 69.99 feet to a point on the East line of Pleasant Street; thence North 00°14'58" West along said East line 42.04 feet to the point of beginning.

Said lands herein containing 26,713 square feet or 0.6133 acres.

Also see attached Exhibit 1.

The Easement Area lies within the following real property.

Lot 1, Certified Survey Map No. 11042, Lots 3 and 4 Certified Survey Map No. 8677, Lots 25, 45, 46, 47, 54 and that part of Lots 26, 48, 49, 50, 51, 52, 53 in Daniel Wells, Jr. Plat of Prairieville Village and lands in the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 2, Township 6 North and Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin.

**Terms of Easement**

1. Grant of Easement. The Grantor to the Grantee a perpetual easement and right-of-way over, upon and beneath the surface of the Easement Area to install, construct, operate, inspect, maintain, repair, improve, supplement, reconstruct, and remove underground stormwater sewer utility facilities, including sewer pipes and appurtenances ordinarily associated with such facilities, such as drains, manholes, collectors, valves, connections, and junction boxes; along with a right of ingress and egress across the Easement Area as reasonably required for the Grantee and the Grantee's contractors to perform such work. The size, type and quantity of the stormsewer utility facilities shall be determined by the Grantee.

2. Restrictions within Easement Area. Grantors, and any persons or entities under contract with the Grantors or subject to Grantors' direction or control; shall not do any of the following within the Easement Area without the expressed, written, prior approval of the Grantee.

- a. Please 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 more than four feet in height.
  - e. Drive posts, drive staked longer than 12 inches, drive pilings, drive helical footings, or bore holes of any size.
  - f. Please any items or do any acts which reasonably should be expected to interfere with Grantee's rights granted in section 1.
3. Removal of Items from Easement Area. In order to perform any activities authorized in section 1, Grantee may remove and items from the Easement Area which are in violation of the restrictions in section 2, 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 Grantors to minimize damage to items to be removed from the Easement AREA.
4. Restoration of Surface. Grantee shall restore the surface, including pavement, of the Easement Area and the parcel across which the Easement Area lies, disturbed by an of Grantee's acts permitted under Section 1, as nearly as is reasonably possible to the condition before the disturbance.
5. Covenants Run with Land. All the terms and conditions of this instrument shall run with the land, shall be binding upon and inure to the to the benefit of, all of Grantors' and Grantee's successors.
6. No Waiver by Non-Use. Neither non-use nor limited use of the rights granted by the instrument shall constitute a waiver or partial waiver of later exercise and enforcement of such rights.
7. Governing Law. This instrument shall be construed and enforced in accordance with the laws of the State of Wisconsin.
8. 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.
9. 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.
10. 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.
11. No Public Dedication. The rights granted by this instrument shall not be deemed to be public dedication of any fee interest in the Easement Area.

Signature pages follow.

\_\_\_\_\_  
(sign above, print name below)

Name:\_\_\_\_\_

State of Wisconsin )

) ss.

Waukesha County )

\_\_\_\_\_ personally came before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2025 and are known to me to be their persons who executed this  
instrument for LaCasa de Esperanza and acknowledged the same.

\_\_\_\_\_, Notary Public

Waukesha County, Wisconsin

My commission (is permanent)(expires)\_\_\_\_\_



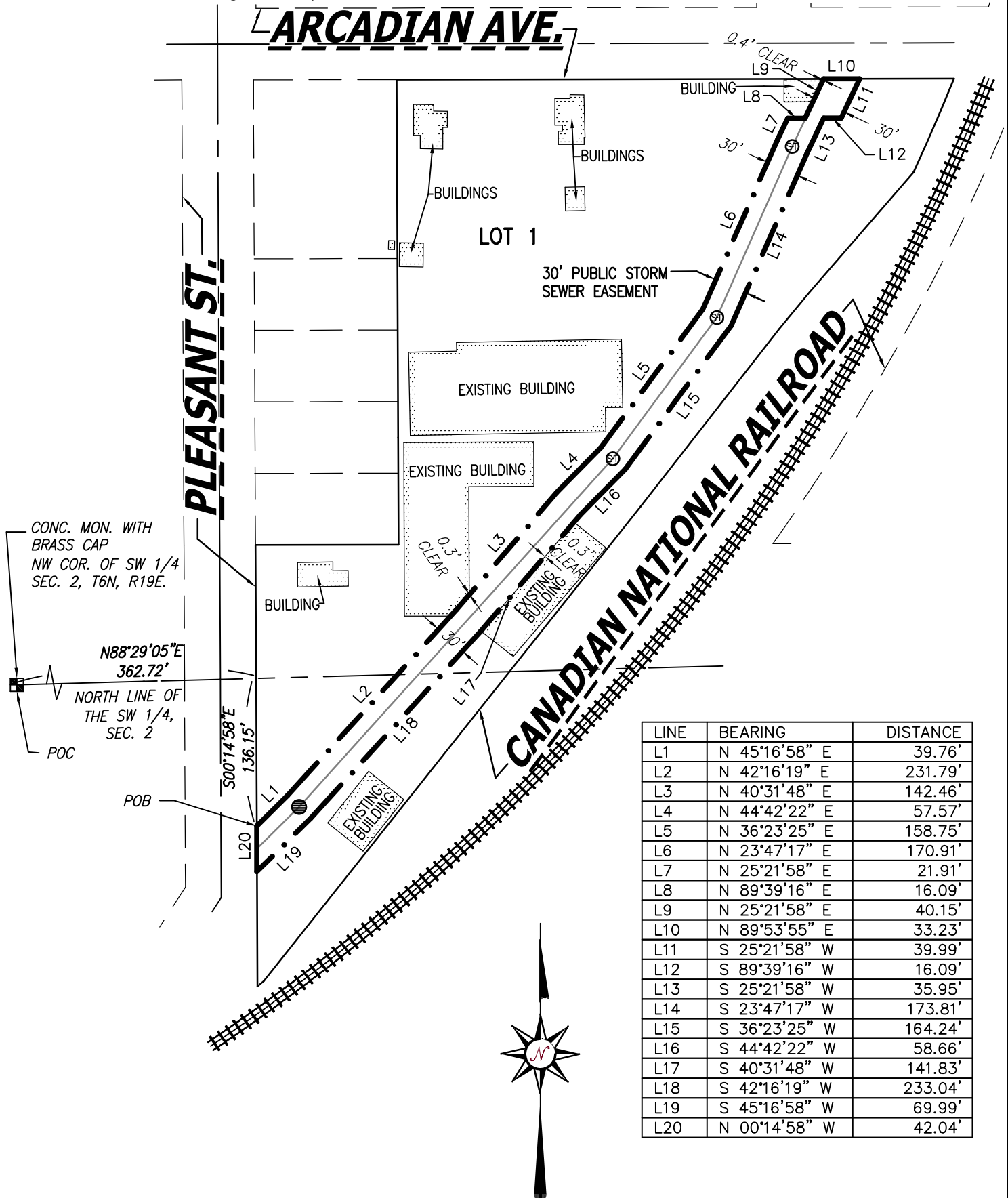
Page 5 of 5

**EXHIBIT**

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Commencing at the Northwest Corner of the Southwest 1/4 of said Section 2, thence North 88°29'05" East 362.72 feet to a point on the East line of Pleasant Street, thence South 00°14'58" East along said East line 136.15 feet to the point of beginning of lands hereinafter described; thence North 45°16'58" East 39.76 feet; thence North 42°16'19" East 231.79 feet; thence North 40°31'48" East 142.46 feet; thence North 44°42'22" East 57.57 feet; thence North 36°23'25" East 158.75 feet; thence North 23°47'17" East 170.91 feet; thence North 25°21'58" East 21.91 feet; thence North 89°39'16" East 16.09 feet; thence North 25°21'58" East 40.15 feet to a point on the South line of Arcadian Avenue; thence North 89°53'55" East 33.23 feet along said South line; thence South 25°21'58" West 39.99 feet; thence South 89°39'16" West 16.09 feet; thence South 25°21'58" West 35.95 feet; thence South 23°47'17" West 173.81 feet; thence South 36°23'25" West 164.24 feet; thence South 44°42'22" West 58.66 feet; thence South 40°31'48" West 141.83 feet; thence South 42°16'19" West 233.04 feet; thence South 45°16'58" West 69.99 feet to a point on the East line of Pleasant Street; thence North 00°14'58" West along said East line 42.04 feet to the point of beginning.

Said lands herein containing 26,713 square feet or 0.6133 acres.



LINE	BEARING	DISTANCE
L1	N 45°16'58" E	39.76'
L2	N 42°16'19" E	231.79'
L3	N 40°31'48" E	142.46'
L4	N 44°42'22" E	57.57'
L5	N 36°23'25" E	158.75'
L6	N 23°47'17" E	170.91'
L7	N 25°21'58" E	21.91'
L8	N 89°39'16" E	16.09'
L9	N 25°21'58" E	40.15'
L10	N 89°53'55" E	33.23'
L11	S 25°21'58" W	39.99'
L12	S 89°39'16" W	16.09'
L13	S 25°21'58" W	35.95'
L14	S 23°47'17" W	173.81'
L15	S 36°23'25" W	164.24'
L16	S 44°42'22" W	58.66'
L17	S 40°31'48" W	141.83'
L18	S 42°16'19" W	233.04'
L19	S 45°16'58" W	69.99'
L20	N 00°14'58" W	42.04'

# CHAPUT LAND & SURVEYS


234 W. Florida Street  
Milwaukee, WI 53204

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414-224-8068  
www.chaputlandsurveys.com

Graphic Scale

0 120 240


$$1'' = 120'$$

Date: August 28, 2023  
Drawing No. 4382-dmb

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