

Document No.

**EASEMENT
AGREEMENT**

This space is reserved for recording data

City Attorney's Office
City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214

Parcel Identification Number (PIN): 449-9981-019

THIS EASEMENT AGREEMENT (*Agreement*) for a Water Main Easement granted by Wiscraft, Inc., hereinafter referred to as the "Grantor" to the CITY OF WEST ALLIS, a Wisconsin Municipal Corporation, hereinafter referred to as the "Grantee"

RECITALS:

A. The Grantor is the fee holder of certain property in the City of West Allis, Milwaukee County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the Property) and the Grantor is willing to grant an easement therefore on the terms and conditions hereof and the maintenance and operation of said water main and appurtenances by the Grantee.

B. Grantee has requested that Grantor grant a permanent and nonexclusive easement (the Easement) over that certain portion of the Property as described in the attached and incorporated Exhibit A (the Easement Area) for the purposes of constructing, maintaining, repairing, rebuilding, and operating a water main and appurtenances through and along the premises hereinafter described and owned by the Grantor and such other utilities as the City may run through the Easement Area.

AGREEMENT:

In consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor for itself, its heirs, successors and assigns do hereby grant unto the Grantee, its successors and assigns, a perpetual easement over, under, through, along, and upon the lands described as follows:

The part of the northwest ¼ of the northwest ¼ of Section 5, Township 6 North, Range 21 East, in the city of West Allis County of Milwaukee, State of Wisconsin, described as follows:

Commencing at the Southwest corner of Parcel 2, Certified Survey Map No. 6713 thence North 1°10'28" West along the east right of way line for South 108th Street 82.00 feet, thence North 88°49'32" East 456.88 feet to the point of beginning, thence North 1°10'28" West 26.26 feet, thence North 88°49'32" East 25.62 feet, thence South 1°10'28" East 9.26 feet, thence South 88°49'32" West 17.00 feet, thence South 1°10'28" East 17.00 feet, thence South 88°49'32" West 8.62 feet to the point of beginning, the above described tract contains 383.6 Square feet or 0.0088 acres of land.

The part of the northwest ¼ of the northwest ¼ of Section 5, Township 6 North, Range 21 East, in the city of West Allis County of Milwaukee, State of Wisconsin, described as follows:

Commencing at the Southwest corner of Parcel 2, Certified Survey Map No. 6713 thence North 1°10'28" West along the east right of way line for South 108th Street 82.00 feet, thence North 88°49'32" East 456.88 feet, thence North 1°10'28" West 26.26 feet, thence North 88°49'32" East 25.62 feet, thence North 1°10'28" West 338.30 feet to the point of beginning, thence South 88°49'32" East 25.49 feet, thence North 1°10'28" West 13.88 feet, thence North 41'11'52" East 37.38 feet, thence South 1°10'28" East 41.82 feet to the point of beginning, the above described land contains 709.9 square feet or 0.0163 acres of land.

Drawing No.: Exhibit A, Y-1195

granting to the Grantee the right, permission, and authority to construct, maintain, operate, repair and rebuild a water main and appurtenances through, under and along the aforesaid lands:

1. Grant of Easement. Grantor grants to Grantee a perpetual and nonexclusive easement to Grantee and its agents, employees, and contractors to access to the property to continue the existing water main lines that run through the property and to maintain, repair, and/or replace such utility lines.
2. Repair of Easement Area. Grantee and its agents shall have the right to enter the aforesaid lands for the purpose of exercising the rights herein acquired, but the Grantee agrees to restore or cause to have restored, the surface of the aforesaid lands, as nearly as is reasonable possible, to the condition existing prior to such entry by the Grantee or its agent.
3. No Structures on Property. Grantor agrees that no buildings or other structures shall be built or maintained on the property. The property shall only be used for parking of motor vehicles or such other use that will not interfere with Grantee's access to the water main or other utilities. In addition, Grantor shall not grant any other easements that interfere with Grantee's easement or use of the easement area.
4. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and Grantee and their respective successors and assigns. The party named as Grantor in this Agreement and any successor or assign to the Grantor as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances' arising after the party has transferred its fee simple interest in the Property.

5. Non-Use. Non-use or limited use of the Easement rights granted in this Agreement shall not prevent the benefitting party from later use of the Easement rights to the fullest extent authorized by this Agreement.
6. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.
7. Entire Agreement. 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 or their successors or assigns and duly recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin.
8. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
9. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms and conditions of this Agreement shall be construed to be a waiver of the right or power. 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 of this Agreement.

This grant of Easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Dated: _____

_____ (GRANTOR):

BY: _____
Name

Title

_____ (GRANTEE):

BY: _____
Name

Title

EXHIBIT A

W. ORCHARD ST.

N88°28'32"E 785.15'

S. 108th ST.

**CSM 6713
PARCEL 1**

**CSM 6713
PARCEL 2**

N01°10'28"W 90.00'
82.00'

N88°28'32"E 200.00'

SW CORNER OF PARCEL 2
CSM 5713

**CSM 1109
PARCEL 1**

N41°11'52"E 37.83'
N01°10'28"W 13.88'
S88°49'32"W 25.49'

N01°10'28"W 338.30'
Water Main Easement recorded
on Document No. 7947704

S01°10'28"E 41.82'
P.O.B.

EASEMENT DESCRIPTION

That part of the northwest 1/4 of the northwest 1/4 of Section 5, Township 6 North, Range 21 East, in the City of West Allis County of Milwaukee, State of Wisconsin, described as follows:

Commencing at the Southwest corner of Parcel 2, Certified Survey Map No. 6713 thence North 1°10'28" West along the east right of way line for South 108th Street 82.00 feet, thence North 88°49'32" East 456.88 feet to the point of beginning, thence North 1°10'28" West 26.26 feet, thence North 88°49'32" East 25.62 feet, thence South 1°10'28" East 9.26 feet, thence South 88°49'32" West 17.00 feet, thence South 1°10'28" East 17.00 feet, thence South 88°49'32" West 8.62 feet to the point of beginning, the above described tract contains 383.6 Square feet or 0.0088 acres of land.

also

That part of the northwest 1/4 of the northwest 1/4 of Section 5, Township 6 North, Range 21 East, in the City of West Allis County of Milwaukee, State of Wisconsin, described as follows:

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N88°49'32"E 25.62'

S01°10'28"E 9.26'

N01°10'28"W 26.26'
N88°49'32"E 456.88'

P.O.B.

S88°49'32"W 17.00'

Water Main Easement recorded
on Document No. 7947704

Water Main Easement recorded
on Document No. 7947704

S88°49'32"W 8.62'

S01°10'28"E 17.00'

S88°28'32"W 1079.89'

**CSM 1109
PARCEL 2**

kapur

7711 N. Port Washington Road
Milwaukee, Wisconsin 53217

kapurinc.com

SCALE: 1" = 100'
0 50 100

RELOCATION ORDER

lpa1708 08/2011 (Replaces LPA3006)

Project Wiscraft - Hydrant Relocates	Road name Easement at 1540 S 108 th St	Highway E/O S 108 th St	County Milwaukee
Right of way plat date N/A	Plat sheet number(s) Exhibit A, Y-1195	Previously approved Relocation Order date Not Applicable	

Description of termini of project: Easement Extension

The part of the northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of Section 5, Township 6 North, Range 21 East, in the city of West Allis County of Milwaukee, State of Wisconsin, described as follows:

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To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the highway designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Sections 62.22 and 32.05(1), Wisconsin Statutes, the City of West Allis orders that:

1. The said road is laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the plat shall be acquired by: City of West Allis
3. This order supersedes and amends any previous order issued by the: City of West Allis

Dan Devine

(Date)

Rebecca Grill

(Date)

Mayor
(Title)

City Clerk
(Title)