

PERMANENT UTILITY AND SIDEWALK EASEMENT

This Agreement is entered into by and between SCHOOL DISTRICT OF MILTON, hereinafter referred to as Grantor, and CITY OF MILTON, a Wisconsin Municipal Corporation, hereinafter referred to as Grantee.

WHEREAS, Grantor owns the following described real estate situated in the City of Milton, Rock County, Wisconsin, to-wit:

PURSUANT TO THE WILL OF JOSEPH GOODRICH DATED 1869 AND RECORDED IN MISCELLANEOUS VOLUME 3, PAGE 390, ROCK COUNTY, WISCONSIN AND BEING PART OF THE PUBLIC SQUARE USED BY THE MILTON EAST ELEMENTARY SCHOOL, LOCATED IN THE SE ¼ OF THE SE ¼ OF SECTION 27, T.4N., R.13E., CITY OF MILTON, ROCK COUNTY, WISCONSIN

Name and Return Address

Attorney Mark A. Schroeder
CONSIGNY LAW FIRM, S.C.
303 E. Court St.
Janesville, WI 53545

Tax Parcel #V23-1060.2

NOW, THEREFORE, for a valuable consideration, it is mutually agreed and understood between the parties hereto as follows:

1. City of Milton, their successors, assigns and transferees shall have a permanent utility and sidewalk easement, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the authorities may deem desirable to prevent erosion of the soil across, and through the land of the Grantor situated in Rock County, Wisconsin, said easement being described as follows:

A 35 foot wide permanent utility and sidewalk easement located in the SE ¼ of the SE ¼ of Section 27, T4N, R13E, City of Milton, Rock County, Wisconsin, being west of and adjacent to the following described reference line:

Commencing at the northeast corner of Outlot 252 of the City of Milton Assessors Plat, a point being at the intersection of the west right-of-way line of N. Janesville Street with the south right-of-way line of the Wisconsin & Southern Railway; thence S04°14'21"W., 131.31 feet along said west right-of-way line; thence N.77°20'49"W., 4.55 feet along said west right-of-way line; thence S.04°14'21"W., 367 feet more or less along said west right-of-way line to the south line of Rock County Parcel #78-551 and to the terminus of said reference line.

The easement is graphically shown in Exhibit A attached hereto.


Subject to all other easements and restrictions, recorded and unrecorded.

Grantor shall hold Grantee harmless for any damage to the land of the Grantor, his successors and assigns by reason of the installation, operation and maintenance of the structures or improvements referred to herein. The Grantee agrees to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor, its successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

Dated at Milton, Wisconsin this 12th day of JULY, 2022.

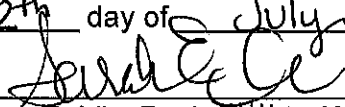
SCHOOL DISTRICT OF MILTON, Grantor

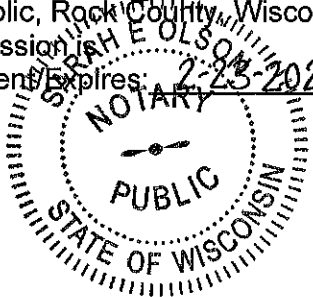
By: 
Rich Dahman, Superintendent

CITY OF MILTON, Grantee

By: _____
Anissa Welch, Mayor

Subscribed and sworn to before me this 12th day of July, 2022.


Notary Public, Rock County, Wisconsin
My Commission Expires: 2-23-2024



Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public, Rock County, Wisconsin
My Commission is
Permanent/Expires: _____

This instrument was drafted by:

Attorney Mark A. Schroeder
Consigny Law Firm, S.C.
303 East Court Street
Janesville, WI 53545