

## SEWER MAIN UTILITY EASEMENT

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This easement made by Christopher Roach and Cathy Roach, together Grantor, conveys a permanent sewer main utility easement, as described below, to the City of Milton, Grantee, for good and valuable consideration:

**Name and Return Address**

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

A permanent sewer main easement, including for such purpose the right to operate necessary equipment thereon, and the right of ingress and egress to construct and maintain said sewer main. Said easement consists of Grantor's interest in the following described parcels of land:

Commencing at the Northeast corner of Lot 23 of Park Place Estates First Addition, thence south a distance of 13.71 feet along the east line of Lot 23 aforesaid to the point of beginning for the centerline of a 20 foot wide utility easement; thence S 78°11'13" W a distance of 208.12 feet to a point on the west line of said lot, that point being also described as 62.81 feet south from the northwest corner of said lot; thence continuing S 78°11'13" W a distance of 51.08 feet; thence S 9°17'10" W a distance of 127.63 feet to the south property line of Lot 22 of Park Place Estates First Addition aforesaid, being situated in the part of the Northwest Quarter of the Northwest Quarter of Section 26, T.4N., R.13E. of the 4<sup>th</sup> P.M., City of Milton, Rock County, Wisconsin.

Margins of said centerline description are intended to extend or terminate at property lines.

Grantor reserves the right to use the easement area for purposes that will not interfere with Grantee's full enjoyment of the easement rights granted herein.

Further, Grantee agrees to restore any part of the surface of the parcels which are damaged by construction, installation, operation, maintenance, repair, renewal, removal or changing of size of said sewer main, service pipes and related facilities, to the condition of the parcels immediately before such damage occurred. Provided, that Grantee is not obligated to replace trees, shrubs, decorative landscaping or decorative pavement.

All terms and conditions of this easement, including the benefits and burdens, shall run with the land and be binding upon and inure to the benefit of and be enforceable by the Grantor and the Grantee in their respective successors and assigns.

See attached easement Exhibit A showing the parameters of the easement granted herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Christopher Roach

\_\_\_\_\_  
Cathy Roach

STATE OF WISCONSIN)  
  ) ss.  
COUNTY OF ROCK        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above-named Christopher Roach and Cathy Roach to me known to be the persons who executed the foregoing instrument and acknowledged the same in the aforesaid capacities.

\_\_\_\_\_  
Notary Public, Rock County, Wisconsin  
My commission expires:\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF MILTON**

By:\_\_\_\_\_  
Al Hulick, City Administrator

Attest:

By:\_\_\_\_\_  
Jenny Salvo, City Clerk

STATE OF WISCONSIN)  
  ) ss.  
COUNTY OF ROCK        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above-named Al Hulick and Jenny Salvo, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the aforesaid capacities.

\_\_\_\_\_  
Notary Public, Rock County, Wisconsin  
My commission expires:\_\_\_\_\_

**This instrument was draft by:**

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