

**UTILITY AND STORMWATER
DRAINAGE EASEMENT**

This Utility and Stormwater Drainage Easement (the “**Easement**”) is made as of the _____ day of August, 2020, by and between City of Milton, a Wisconsin municipal corporation (“**Grantor**”), and JSLB, Inc., a Wisconsin corporation (“**Grantee**”).

WITNESSETH

WHEREAS, Grantor is the fee owner of the real property described in Exhibit “A”, attached hereto and incorporated herein by reference (the “**Grantor Property**”); and

WHEREAS, Grantee is the fee owner of the real property described in Exhibit “B”, attached hereto and incorporated herein by reference (the “**Grantee Property**”); and

WHEREAS, Grantor has agreed to grant to Grantee the easement described herein, subject to the terms, covenants and conditions set forth below.

NOW, THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Grant of Easements. Grantor hereby grants to Grantee an easement (the “**Drainage Easement**”) for the purpose of constructing, repairing and maintaining a drainage pipe and swale and related improvements (the “**Drainage Facility**”) and a perpetual, non-exclusive easement for the maintenance, repair and replacement of the Drainage Facility after initial construction (the “**Permanent Easement**”), all as required and approved by Grantor. The Drainage Easement is depicted in Exhibit “C” and legally described in Exhibit “D”, attached hereto and incorporated herein by reference.

2. Construction of Facilities. Grantor agrees that Grantee shall construct the Drainage Facility pursuant to the requirements of the approved site plan in the Drainage Easement area on or before August 31, 2021, at Grantee’s sole cost and expense.

Return to and Drafted By:
Attorney Vernon J. Jesse
Murphy Desmond S.C.
P.O. Box 2038
Madison, WI 53701-2038

Tax Parcel No.

3. Maintenance. Grantee shall be responsible for maintenance, repair or replacement (collectively "**Maintenance**") of the Drainage Easement and the Drainage Facility at Grantee's sole cost and expense.

4. No Interference. Grantor agrees that it shall not make any use of the Drainage Easement area which is inconsistent with the purposes of the easement as set forth herein, and that it shall not take any action which shall interfere in any material respect with the purposes of such easement.

5. Access to Easement Area. The easement granted herein shall include the right of Grantee to access the Drainage Easement area over such parts of the Grantor Property as may from time-to-time be available for access to the Drainage Easement area, provided that if Grantee makes use of such right of access, and in the process thereof shall cause any damage to the Grantor Property, Grantee shall promptly after the occurrence of such damage cause the damaged area of the Grantor's Property to be restored and repaired to the condition existing immediately prior to the time the damage occurred at Grantee's sole cost and expense.

6. Termination. The easement herein granted shall only be terminated upon the written agreement of Grantor and Grantee and their respective mortgagees, successors or assigns.

7. Indemnification. Grantee agrees to indemnify and hold Grantor harmless from and against any and all, without limitation by reason of enumeration, costs, expenses, liens, claims, lawsuits, fines, penalties or forfeitures, including reasonable, actual attorney fees relating to the foregoing (collectively "**Claims**"), arising out of or relating to the exercise by Grantee of the easement rights granted herein, including but not limited to the right to perform work on the Grantor Property. Grantor agrees to give Grantee prompt written notice of any such Claim.

8. Miscellaneous. This Easement shall be binding upon and inure to the benefit of the Grantor and Grantee and their respective successors and assigns, and shall be deemed to run with the land. This Easement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

**GRANTOR:
CITY OF MILTON**

By: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

STATE OF WISCONSIN)
) ss.:
COUNTY OF _____)

Personally came before me, this _____ day of August, 2020, the above named _____, of the above named municipal corporation, to me known to be such person(s) and officer(s) who executed the foregoing instrument and acknowledge that they executed the same as such officer(s), by its authority, for the purposes therein contained.

Notary Public, State of Wisconsin
My Commission: _____

Approved as to Form:

Mark Schroder, City Attorney

**GRANTEE:
JSLB, INC.**

By: 
Lawrence W. Schulz, President

STATE OF FLORIDA)
) ss.:
COUNTY OF Collier)

Personally came before me, this 4 day of August, 2020, the above named Lawrence W. Schulz, President, of the above named corporation, to me known to be such person(s) and officer(s) who executed the foregoing instrument and acknowledge that he executed the same as such officer(s), by its authority, for the purposes therein contained.

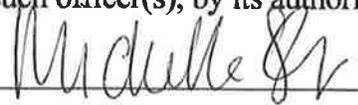

Notary Public, State of Florida
My Commission: GG981109



EXHIBIT A

OUTLOT 1

Outlot 1, Brown Heights Third Addition, City of Milton, Rock County, Wisconsin.

EXHIBIT B

JSLB PROPERTY

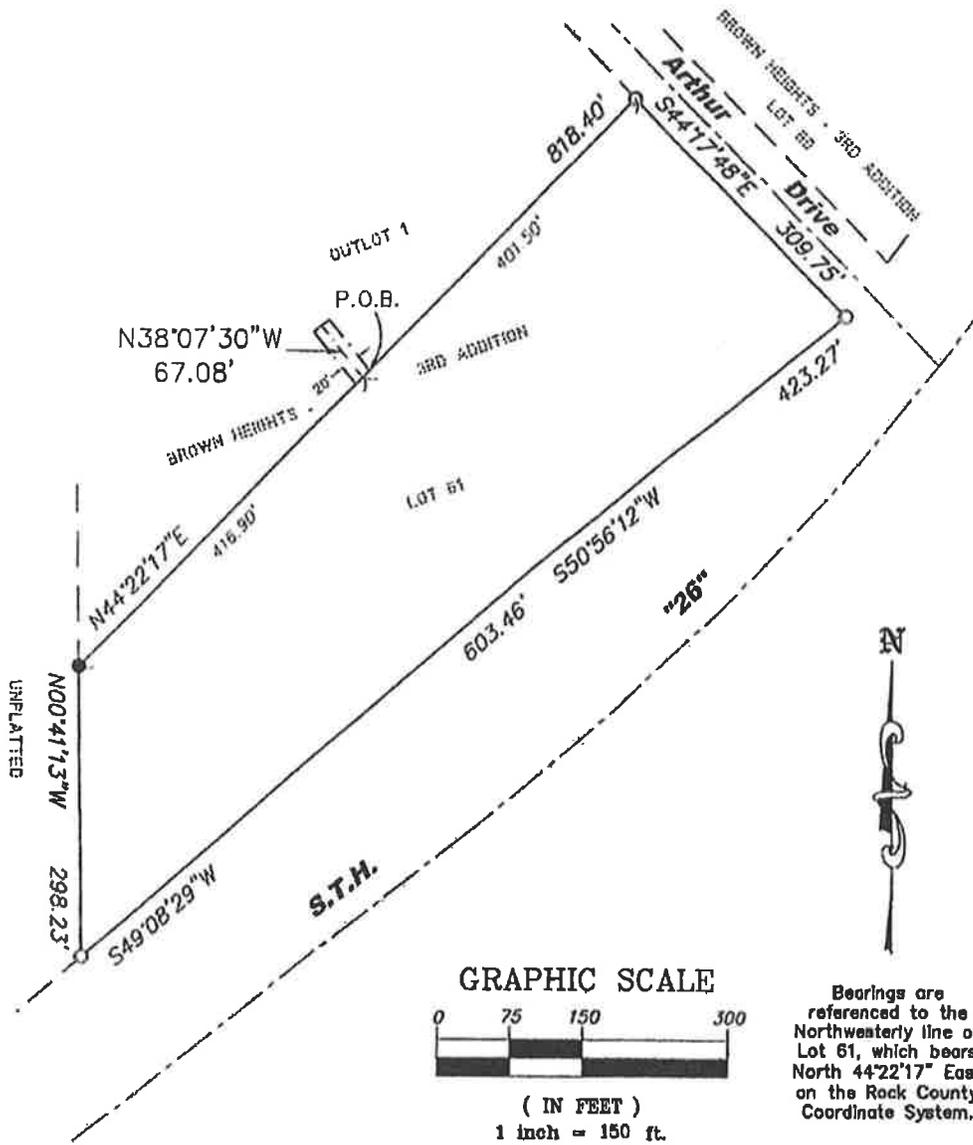
Lot 61, Brown Heights Third Addition, City of Milton, Rock County, Wisconsin. Excepting therefrom land conveyed for highway purposes in Warranty Deed from Arthur T. Donaldson to the State of Wisconsin, Department of Transportation, dated April 17, 1997, recorded May 12, 1997 as Document No. 1329351.

EXHIBIT C

MAP

EXHIBIT C

**A part of the S 1/2 of the SE 1/4, Section 34, T4N., R13E.,
City of Milton, Rock County, Wisconsin**



LEGEND

- 3/4" Iron Rebar Found
- 1-1/4" Iron Pipe Found
- Boundary Line
- - - Existing R/W Line
- Platted Lot Line
- - - Proposed Easement Limits
- - - Proposed Easement Center Line

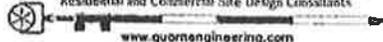
NOTES

1. COURSE DATA SHOWN IS THE CENTERLINE OF THE 20-FOOT WIDE EASEMENT.
2. SEE EXHIBIT A FOR LEGAL DESCRIPTION.

EASEMENT EXHIBIT — STORM SEWER

PROJECT NO. LS-04-19 SHEET 1 OF 4
JULY 10, 2020

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants



www.quamengineering.com

4804 Sigelke Road, Suite A — McFarland, Wisconsin 53558
Phone (608) 838-7750; Fax (608) 838-7752

EXHIBIT D

Storm Sewer Easement Legal Description

Part of the South 1/2 of the Southeast 1/4 of Section 34, Township 4 North, Range 13 East, City of Milton, Rock County, Wisconsin, being a 20-foot wide non-exclusive easement for storm sewer purposes, lying 10 feet each side, as measured at right angles and perpendicular to, a line described as follows:

COMMENCING at the Northwest corner of Lot 61, Brown Heights Third Addition, also being a point on the Southerly right-of-way of Arthur Drive; thence, along a line common to said Lot 61 and Outlot 1, South 44°22'17" West, 401.50 feet to the **POINT OF BEGINNING**;

thence North 38°07'30" West, 67.08 feet to a **POINT OF TERMINUS**;

said easement containing 1,342 square feet or 0.031 acres, more or less, and is subject to all matters of record and/or fact.