

**WATER EASEMENT WITH ASSIGNMENT
WE-965 A&B**

**Lots 1, 2, and 3 of C.S.M. 8855
West of South 84th Street
North of West Layton Avenue**

Drafted by:

City of Milwaukee
Department of Public Works

Recording Area

Name and Return Address

Milwaukee Water Works
DPW – Water Engineering Section
841 North Broadway – Room 403
Milwaukee, WI 53202

606-0053-002, 606-0053-003,
606-0053-004

Parcel Identification Number (PIN)

THIS WATER EASEMENT (the “**EASEMENT**”), made as of February 7, 2017, is from GREENFIELD DEVELOPMENT PARTNERS HOLDINGS, LLC and 84 SOUTH HOT DOGS, LLC (collectively, “**Grantor**”) to the CITY OF GREENFIELD (“**Greenfield**”), a municipal corporation, and is for good and valuable consideration, the receipt and sufficiency of which are acknowledged.

1. Grantor Parcel; Easement Area. Grantor owns property in the City of Greenfield, Wisconsin, currently described as Lot 1, Lot 2, and Lot 3 of Certified Survey Map No. 8855 (the “**Parcel**”), and Grantor is willing to grant to Greenfield a permanent easement in and to a part of that Parcel - which part is herein called the “**Easement Area.**” The Easement Area is legally described on **EXHIBIT A** attached and is depicted on **EXHIBIT B** attached (Plan File No. WE965 A&B).

2. Easement Grant. Grantor grants to Greenfield, and Greenfield accepts, a permanent easement in and to the Easement Area, together with the right of ingress and egress to the Easement Area, so Greenfield may enter the Parcel to use the Easement Area. Within the Easement Area, Greenfield may construct, operate, maintain, inspect, repair, enlarge, reconstruct, replace, and relocate, as Greenfield deems necessary, a 16” diameter water main and related facilities and appurtenances (collectively, the “**Facilities**”).

3. City Facilities Maintenance. Greenfield is responsible for maintaining the Facilities.

4. Easement Area Restriction. No structures or improvements may be constructed within the Easement Area by Grantor except ordinary lawns, segmental retaining walls, walkways, roadways, driveways and parking-lot surfacing (“**Permitted Improvements**”). If, in exercising Greenfield’s rights hereunder, Greenfield causes damage to, or removes, any Permitted Improvements, Greenfield shall replace or repair same, at Greenfield expense to substantially the same condition

as existed previously. In no case shall Greenfield be responsible for replacing aesthetic plantings or segmental retaining walls.

5. Hold Harmless. Greenfield will hold Grantor harmless from loss or injury resulting from Greenfield's willful or negligent acts or omissions under this Easement. Grantor will hold Greenfield harmless from loss or injury resulting from Grantor's willful or negligent acts or omissions under this Easement. If there is joint negligence or culpability on the part of Greenfield and Grantor, liability shall be borne by them, respectively, in proportion to their respective negligence or culpability. The foregoing provisions are subject to legal defenses available, respectively, to Greenfield and to Grantor.

6. Grantor Construction. If Grantor constructs any structure, building, or improvement adjacent to the Easement Area, or any Permitted Improvement within the Easement Area, or if Grantor undertakes any other work within the Easement Area, Grantor assumes liability for any damage to the Facilities in the Easement Area caused by such construction.

7. Charge. No charge will be made against the Parcel or Grantor for the cost of construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation of the Facilities in the Easement Area, except (a) when Grantor applies for a permit or approval to connect to the Facilities, the regular and customary connection permit fee in effect at the time of application shall be paid, and Grantor shall connect per Greenfield or applicable governmental requirements, and (b) the water maintenance, user fees, and other water fees in effect for all City of Greenfield serviced properties (or that are in effect for other governmentally-serviced properties) that are chargeable to or against real property or owners, shall be paid.

8. Access. The Facilities and Easement Area shall be reasonably accessible to Greenfield at all times.

9. Prior Approval of Certain Work. Prior to (a) undertaking any work below surface within the Easement Area, (b) any underground installation within the Easement Area, or (c) any surface-grade alteration within the Easement Area that would raise or lower the surface elevation by 1 foot or more, Grantor shall first submit plans therefor to Greenfield for approval by Greenfield's Commissioner of Public Works ("**DPW Commissioner**"), and any such work, installation or alteration, shall also require the prior approval of the DPW Commissioner.

10. Recording; Miscellaneous. This Easement (a) shall be recorded with the Milwaukee County Register of Deeds by City, (b) is governed by Wisconsin law, (c) may only be amended by written instrument signed by all parties, and (d) is binding on successors, assigns, and heirs. Grantor has full right and authority to enter, and grant, this Easement. Greenfield may assign its interest, rights and duties hereunder to the City of Milwaukee, in which case (upon execution of the "Assignment and Acceptance" portion of this document by both Greenfield and Milwaukee), Milwaukee shall replace Greenfield, and the term "Greenfield" shall, as used herein, be deemed to mean "Milwaukee."

11. Public Right-of-Way. If the Easement Area, or any part thereof, becomes public right-of-way, Grantor's rights hereunder as to such shall terminate but the Easement shall not.

IN WITNESS WHEREOF, THE PARTIES HERETO caused this Easement to be executed by their authorized signatories as of the date first written above.

EXHIBIT A TO WATER EASEMENT W.E. 965 A&B
LEGAL DESCRIPTION OF "EASEMENT AREA"

In that part of the Southeast 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 21, all in Township 6 North, Range 21 East, Chapman Subdivision, City of Greenfield, Milwaukee County, Wisconsin, bounded and described as follows:

EASEMENT 965A:

Commencing at the southeast corner of said Southwest 1/4 section; thence South 88°32'05" West along the south line of said Southwest 1/4 section, 1117.27 feet; thence North 01°27'55" West, 60.00 feet to the southwest corner of Lot 2 of Certified Survey Map No. 8855 and to a point on the east right of way line of Hawk Run. Also being a point on the north right of way line of West Layton Avenue and the point of beginning; Thence North 45°47'33" West along said east right of way line of Hawk Run, 30.75 feet; thence North 88°32'05" East parallel to said north right of way line of West Layton Avenue, 641.46 feet; thence South 62°13'22" East, 45.04 feet to a point on said north right of way line of West Layton Avenue; thence South 88°32'05" West along said north right of way line, 659.27 feet to the point of beginning.

Containing in all 14,309 square feet (0.3285 acres) of land, more or less.

EASEMENT 965B:

Commencing at the southeast corner of said Southwest 1/4 section; thence South 88°32'05" West along the south line of said Southwest 1/4 section, 1257.27 feet; thence North 01°27'55" West, 60.00 feet to the southeast corner of Lot 3 of said Certified Survey Map No. 8855 and to a point on the west right of way line of Hawk Run. Also being a point on the north right of way line of West Layton Avenue and to the point of beginning; Thence South 88°32'05" West along said north right of way line, 136.60 feet; thence North 60°56'07" East, 49.65 feet; thence North 88°32'05" East parallel to said north right of way line of West Layton Avenue, 115.80 feet to a point on said west right of way line of Hawk Run; thence South 43°46'38" West along said west right of way line of Hawk Run, 32.67 feet to the point of beginning.

Containing in all 2,903 square feet (0.0666 acres) of land, more or less.

