### STORM WATER MANAGEMENT ACCESS EASEMENT

(DEVELOPMENT NAME)
Address
Tax Key

THIS EASEMENT is made this day of, 202_ by and between the	CITY
OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "	City,'
collectively referred to as "Grantees," and, a	
, as owner (including successors and assign's of the City as may become applicable including the	heirs
executors, administrators, successors and assigns of above owner(s) as may be or may be	ecome
applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language 1	herein
referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).	

### WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a storm water management basin as shown on the plan attached hereto as Exhibit "B."; and

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the Grantees, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the \_\_\_\_\_ of Section \_\_\_\_ (\_\_), Township Five (5) North, Range Twenty-one(21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

- 1. That said Facilities shall be maintained and kept in good order and condition by the Association, at the sole cost and expense of the Association. The City, at its sole discretion, may assume the rights of the Association to maintain the Facilities.
- 2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the Association, be replaced in substantially the same condition as it was prior to such disturbance. The City, at its sole discretion, may assume the rights of the Association to construct, reconstruct, enlarge, repair, or do whatever is necessary in constructing and/or maintaining such Facilities. However, the Grantees shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Grantees, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to

their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the Grantees or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

- 3. That no structure may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing and landscape planting may be constructed or placed within the Easement Area.
- 4. In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the Grantees clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the Grantees for the full amount of such loss or damage.
- 5. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
- 6. The Facilities shall be accessible for maintenance by the Association at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
- 7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
- 8. The Grantees and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
- 9. The Grantees and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
- 10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
- 11. This easement may not be modified or amended, except by a writing executed and delivered by the Grantees and Grantor or their respective successors and assigns.
- 12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.

- 13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
- 14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
- 15. Upon completion of use of the Easement Area for the specific use as a storm water management access by the City, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate.

ON THIS DATE OF: _			d seals this		
	Company Nam	Α			
	Company Name				
	Name & Title:				
STATE OF					
COUNTY OF	SS				
Before me personally appeared	on the	_ day of	, A.	D. 20	
President or Name print to me known to be the personal as the voluntary act and deed of	(s) who executed	I the foregoing EAS	cretary or Name p EMENT and ack		
		Notary Public ( My commission ex			
	CITY OF FRA	NKLIN			
	By:	R. Nelson, Mayor			
	John	R. Nelson, Mayor			
	By: Shirley J.	Roberts, City Clerk			
STATE OF WISCONSIN)					
COUNTY OF MILWAUKEE)					
On this appeared John R. Nelson and respectively the Mayor and Cit is the corporate seal of said massignment as such officers as resolution file No.	ty Clerk of the Ci nunicipal corpora to the deed of said	ity of Franklin, and t tion, and acknowled d municipal corpora	hat the seal affixed lged that they ex- tion by its author	ed to said instrument ecuted the foregoing rity, and pursuant to	
		Notary Public, Mil- (		Wisconsin	

## MORTGAGE HOLDER CONSENT

The undersigned,	a Wisconsin banking corporation a Mortgage under that certain Mortgage encumbering the Property and recorded in the			
("Mortgagee"), as Mortgagee un	nder that certain Mor	tgage encumbering the Property and recorded in the		
Office of the Register of Deeds	for Milwaukee Coun	ty, Wisconsin, on, 20		
, as Document No	, hereby cor	ty, Wisconsin, on, 20 asents to the execution of the foregoing easement and opperty.		
its addition as an encumbrance	against title to the Pro	operty.		
		s caused these presents to be signed by its duly ereunto affixed, as of the day and year first above		
witten.				
		a Wisconsin Banking Corporation		
		Ву:		
		Name:		
		Title:		
STATE OF WISCONSIN)				
county of Milwaukee)				
On this, the	_ day of	, 20, before me, the undersigned, of of ged that (s)he executed the foregoing instrument on		
, a Wisconsin banking corpora behalf of said corporation, by it	tion, and acknowled s authority and for th	ged that (s)he executed the foregoing instrument on e purposes therein contained.		
	Nar	ne:		
	Not	ary Public		
	Stat	e of		
	Cou	anty of		
	My	commission expires:		
This instrument	t was drafted by the C	City of Franklin.		
Approved as to contents				
Approved as to contents		City Engineer Date:		
Approved as to form only				
11		City Attorney Date:		

# Exhibit A

(Description of the Property)

# Exhibit B

(Depiction of the Facilities)

# Exhibit C (Description of Easement Area)