



WC2799137-004

DRAINAGE EASEMENT

Document Title

002258 MAY-98

2799137

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

05-09-2002 2:25 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 10.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 4

THIS INDENTURE made by and between the undersigned, hereinafter referred to as first party, and VILLAGE OF WALES, WAUKESHA COUNTY, WISCONSIN, hereinafter referred to as second party.

WITNESSETH:

First party, in consideration of One (\$1.00) Dollar, the receipt whereof is hereby confessed and acknowledged, has granted and conveyed and by these presents do grant and convey unto second party forever, a drainage easement for the construction, operation, use, maintenance and repair (including reconstruction) of a drainage ditch in the Village of Wales, Waukesha County, Wisconsin, said easement being described as follows:

Being a part of the NW ¼ of Section 9, Township 6 North, Range 18 East, in the Town of Genesee, Waukesha County, Wisconsin, more particularly described as follows:

Commencing at the southwest corner of Lot 11, Cambrian Hills, a recorded subdivision, thence S. 87°58'17" E along the south line of said Lot 11, 76.26 feet to the point of beginning;

Thence S. 28°01'17" W., 92.18 feet to the north line of County Trunk Highway "G"; Thence N. 65°24'20" E., along said north line 32.94 feet; Thence N. 28°01'17" E., 75.76 feet to the south line of said Lot 11; Thence N 87°58'17" W., along said south line, 22.25 feet to the point of Beginning.

It is the express condition of the grant of this drainage easement that so much of the surface of subsurface of the soil as may be disturbed in the construction, operation, use, maintenance and repair (including reconstruction) of such drainage ditch will, at the expense of second party, be replaced in substantially the same condition as it is now or may be, and the acceptance of this easement by second party and the installation and construction of such drainage ditch shall constitute an express acceptance by second party of this condition to the granting of this easement.

First party consents to the entry by the servants, employees, workmen, agents, or other independent contractors of second party for and incidental to the construction, operation, use, maintenance and repair (including reconstruction) of such drainage ditch, but reserve to themselves the

Recording Area

Name and Return Address

VILLAGE OF WALES
P.O. BOX 47
WALES, WI 53133

1474-985-001

Parcel Identification Number (PIN)

2d
17/4

right to make such use of land included in said easement, subject to the ordinances and policies of the Village of Wales and the Statutes of the State of Wisconsin as will not disturb or interfere with such drainage ditch or prevent ingress and egress thereto for the purpose of construction, operation, use, maintenance and repair (including reconstruction) thereof. Notwithstanding the foregoing, the first party cannot plant or cultivate any bush, shrub, tree, or other vegetative growth within the confines of the easement area in which any bush, shrub, tree, or other vegetative growth would interfere with, or affect, the use of the easement area by the second party for the purposes contemplated by this grant of easement. The grant of this drainage easement shall allow the Village of Wales to utilize the area described in the drainage easement for both above-ground and subsurface drainage purposes, and to the extent necessary, authorize the construction of drain tile or other storm sewer components which are deemed necessary by the Village of Wales for the purpose of utilizing this drainage easement. The construction of permanent structures within the easement area is prohibited, and any changes of grade within the easement area shall not be undertaken without first securing approval of the Village of Wales.

The second party agrees to indemnify and hold harmless for all claims or causes of action for personal injury or property damage arising out of any activity undertaken by the second party, or any of its agents, employees, contractors or assigns.

This indenture, upon its acceptance by second party, shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the first party has executed this indenture this

22nd day of April, 2002.

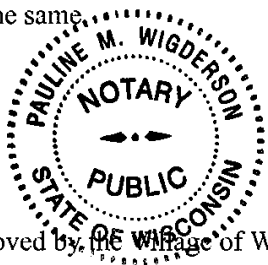
BY:

Ruth Roberts
Ruth Roberts

STATE OF WISCONSIN)

) ss.

COUNTY OF WAUKESHA)

Personally came before me this 22nd day of April, 2002,
the above-named Ruth Roberts, to me known to be the person who executed the foregoing instrument
and acknowledged the same.Pauline M. Wigderson
Notary Public, Waukesha County, WI
Commission Expires: March 27, 2005

Approved by the Village of Wales, Waukesha County, Wisconsin, this

1st day of May, 2002.VILLAGE BOARD, VILLAGE OF WALES
WAUKESHA COUNTY, WISCONSIN

BY:

Jeffery A. Flaws
JEFFERY A. FLAWS, President

ATTEST:

Gail E. Powell
GAIL E. POWELL, Clerk

DRAINAGE EASEMENT EXHIBIT

002261 MAY-98

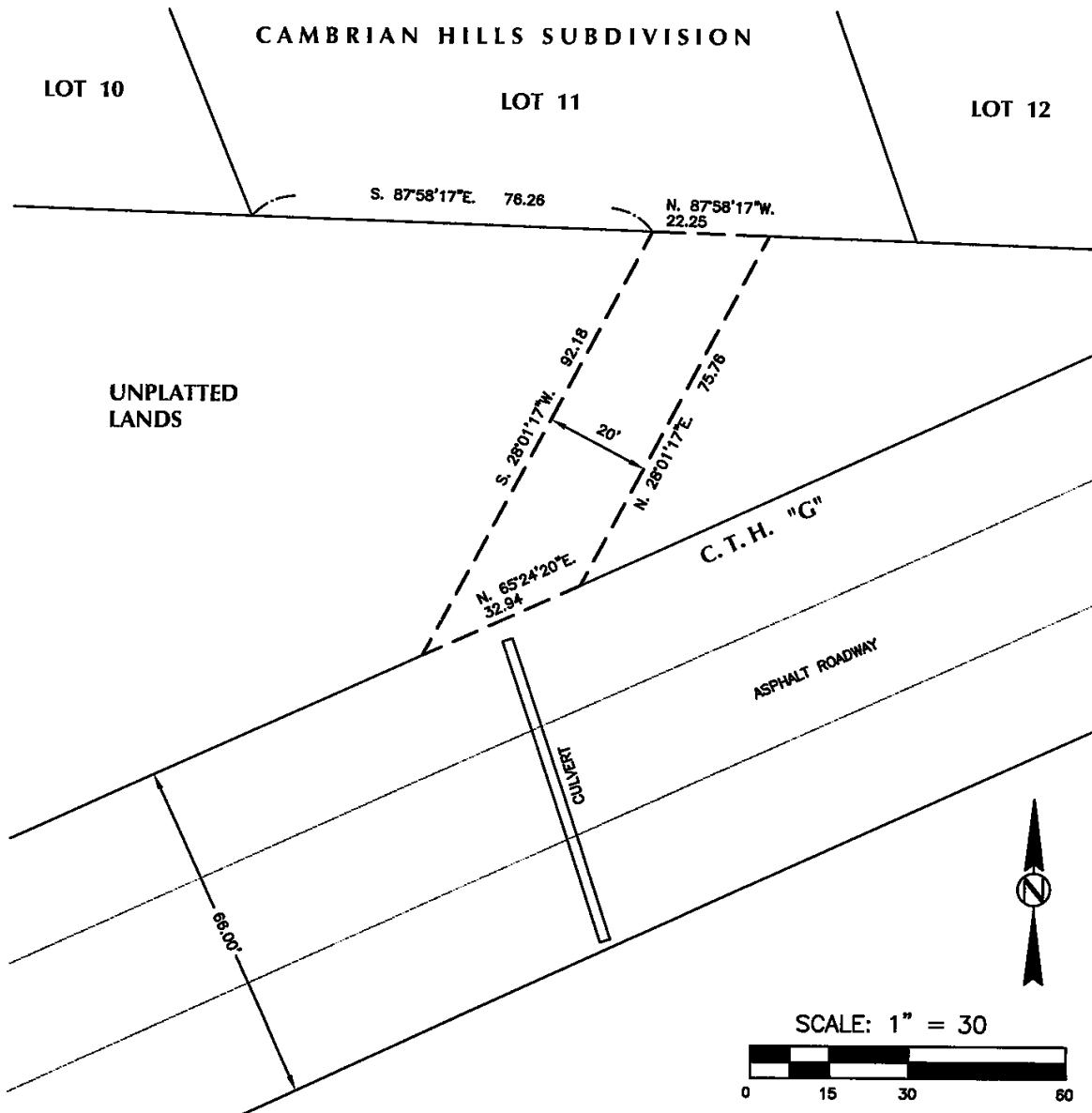
LEGAL DESCRIPTION FOR 20' STORMWATER DRAINAGE EASEMENT:

BEING A PART OF THE NW $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 18 EAST, IN THE TOWN OF GENESEE, WAUKESHA COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 11, CAMBRIAN HILLS, A RECORDED SUBDIVISION, THENCE S. $87^{\circ}58'17''$ E ALONG THE SOUTH LINE OF SAID LOT 11, 76.26 FEET TO THE POINT OF BEGINNING;

THENCE S. $28^{\circ}01'17''$ W., 92.18 FEET TO THE NORTH LINE OF COUNTY TRUNK HIGHWAY "G";
THENCE N. $65^{\circ}24'20''$ E., ALONG SAID NORTH LINE, 32.94 FEET; THENCE N. $28^{\circ}01'17''$ E., 75.76 FEET TO THE SOUTH LINE OF SAID LOT 11; THENCE N. $87^{\circ}58'17''$ W., ALONG SAID SOUTH LINE, 22.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,679 SQUARE FEET OR 0.0385 ACRES OF LAND.



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