**Electronically Recorded**
**4758973**
WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend
Recorded On:03/20/2024 8:54:50 AM
Total Fee: $30.00 Page(s): 8
Transfer Tax: $0.00

The above recording informationverifies that this document has been electronically recorded and returned to the submitter.

# SEPTIC EASEMENT AGREEMENT

Document Number

This SEPTIC EASEMENT AGREEMENT (this "Agreement") is made as of this 12 day of March, 2024 between LAUREN LABRECK ("LaBreck") and THOMAS LANGAN ("Langan") (Collectively, LaBreck and Langan shall be referred to herein as the "Parties").

W I T N E S S E T H:

WHEREAS, LaBreck is the owner of certain real property commonly known as N56W36794 Lisbon Road, in the Town of Oconomowoc, County of Waukesha, and State of Wisconsin, depicted as Lot 1 on the Certified Survey Map attached hereto as Exhibit A, ("Lot 1"), with Tax Key No. OCOT0539994001; and

WHEREAS, Langan is the owner of certain real property depicted as Lot 2 on the Certified Survey Map attached hereto as Exhibit A, ("Lot 2"), with Tax Key No. OCOT0539994002;

Recording Area

Name and Return Address
Brennan R. Corbett
Cramer Multhauf, LLP
P.O. Box 558
Waukesha, Wisconsin 53187

OCOT0539994001;
OCOT0539994002
Parcel Identification Number (PIN)

WHEREAS, the owner of Lot 2 has a right to an exclusive septic easement on, under, and across that portion of Lot 1 designated as "Easement Area for Lot 2 Septic" and identified by horizontal lines on the Certified Survey Map attached as Exhibit A and as more particularly described in Exhibit B ("Septic Easement").

WHEREAS, the Parties desire to set forth their respective rights and obligations as they relate to the septic easement on Lot 1, which easement will run with the land pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term. The Term of this Agreement shall commence on the date hereof and shall continue in perpetuity, subject to any termination rights contained herein. All of the easements, covenants and agreements set forth herein, including the benefits and burdens thereof, are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the Parties and their respective successors and assigns.

2. Grant of Septic Easement. Certified Survey Map 12436 which was recorded April 25, 2023 with the Waukesha Register of Deeds ("CSM") conveyed to Lot 2 a perpetual, exclusive easement in, over, under and upon the Septic Easement for the construction, operation, maintenance, modification, and repair of the septic and sanitary facilities necessary for Lot 2. Such Septic Easement shall also benefit and be conveyed to any future lots that result as a subdivision of Lot 2. LaBreck acknowledges and agrees that the septic system

installed on the Septic Easement must be a mound septic system similar to that which exists on Lot 1 as of the date of this Agreement due to soil conditions of the Septic Easement.

3. No Trespass. Langan, along with his agents, contractors, invitees, representatives, and assigns shall not enter the Septic Easement unless they are doing so for the construction, operation, maintenance, modification or repair of the septic and sanitary sewer facilities, or to repair damage caused to the Septic Easement as a result of any such activities. In no event shall Langan or his agents, contractors, invitees, representatives, or assigns enter any area of Lot 1 other than the Septic Easement without the prior consent of LaBreck.

4. Use of Lot 1 Not Affected by Easements. LaBreck, and her successors, assigns, agents, employees, contractors, guests, invitees and tenants shall have the continued right to use the Septic Easement for any purpose so long as such use does not prevent the owner of Lot 2 from exercising the rights granted to such owner herein.

5. Restoration of the Property. Upon the completion of the initial construction of the septic system the owner of Lot 2 shall, at such owner's expense, restore such portions of the Septic Easement not covered by the mound to the same condition in which they existed prior to such construction, and shall cover the mound created by the construction of the septic system with dirt and plant grass on such area. Upon the completion of any subsequent construction, maintenance, modification or repair of the septic and sanitary facilities, the owner of Lot 2 shall, at such owner's sole expense, restore any portion of the Septic Easement affected by any construction, maintenance, modification or repair to the same condition in which it existed prior to such construction, maintenance, modification or repair. All utilities and improvements relating to the Septic Easement shall be placed underground, unless any improvements are required to be above ground by law, regulation, soil conditions of the Septic Easement, or as otherwise agreed upon by the owners of Lot 1 and Lot 2 in writing prior to the construction of such improvements.

6. Landscaping. Other than landscaping performed to restore damage done to the Septic Easement pursuant to paragraph 5, Langan, and his contractors, agents and invitees shall not enter the Septic Easement to perform any landscaping, and all landscaping of the Septic Easement, including, but not limited to, the removal of weeds and mowing the grass in the Septic Easement shall be the sole responsibility of LaBreck, and such landscaping shall be performed in LaBreck's sole discretion; provided, however, that LaBreck shall not perform any landscaping of the Septic Easement which is covered by the mound septic system other than removal of weeds and mowing the grass in such area.

7. Indemnification. Langan hereby indemnifies and holds LaBreck harmless from and against any and all damages, claims, losses, or expenses incurred by LaBreck due to Langan's acts or omission to act or the acts or omissions to act of Langan's agents, contractors, invitees, successors or assigns in their use of the Septic Easement. Langan further indemnifies and holds LaBreck harmless from any and all damages, claims, losses, or expenses incurred by LaBreck and any third-party agent, contractor, invitee or representative of LaBreck due to Langan's (or Langan's agents, contractors, invitees, or assigns) failure to comply with any liability or obligation under this Agreement or their use of the Septic Easement.

8. Miscellaneous.

a. Covenants Running with the Land. This Agreement and the Septic Easement, covenants, duties and obligations created herein shall run with the land with respect to Lot 1 and Lot 2 and shall be binding upon and shall inure to the benefit of the Parties and to the respective successors and assigns for each.

b. Enforcement of Agreement. The owners of Lot 1 and Lot 2 shall have the right to enforce their respective rights and obligations under this Agreement in any manner provided for by law or in equity, including, without limitation, a suit for damages or injunctive relief.

c. Assignability. The Parties shall have the right to assign or transfer in whole or in part, and subject to the Agreement, every feature of the rights and obligations hereunder and to the Septic Easement. Upon assignment by any lot owner and assumption by the assignee, then such lot owner shall be released from all rights and obligations hereunder, except to the extent any such obligations were required to be performed prior to the date of such assignment. Any transfer of the Septic Easement by either of the Parties shall be in conformance with the requirements of the CSM.

d. Insurance. The owner of Lot 2 shall have in force and effect general liability insurance (in amounts standard for homeowner's insurance), naming the owner of Lot 1 as an additional insured, covering the Septic Easement as described on Exhibit B during all times that Langan or any of its agents, contractors, invitees, or representatives are actively present in the Septic Easement. Langan shall deliver to LaBreck proof of such insurance by certificate of insurance upon request of LaBreck. Notwithstanding the foregoing, the owner of Lot 2 shall not be obligated to have such insurance in effect until such time as a building permit has been issued authorizing the construction of a residence on Lot 2.

e. Applicable Law. This Agreement shall be construed in accordance with the internal laws of the State of Wisconsin, as the same from time to time exist.

f. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

g. Modification. Any amendment to this Agreement shall be of no force and effect unless it is in writing, executed by the Parties or their successors or assigns.

h. Notice. Any notice, demand or request provided for or permitted to be given pursuant to this Agreement shall be in writing to the applicable party at the mailing address on the tax bill of such parcel and shall be deemed to have been properly given: (a) upon receipt, if hand delivered; (b) upon deposit thereof at any main or branch United States Post Office, if sent by United States registered or certified mail, return receipt requested; or (c) on the first business day following deposit thereof at the office of a nationally recognized overnight delivery service, if sent by such service. The Parties may change their address for notice purposes by notifying the other party of the same in writing.

i. Authorization. Each of the Parties hereby represent that they are the owner of their respective Lots and that each of them has the required authority to enter into this Agreement.

[Signature Pages to Follow]

[*Signature page to Septic Easement- Lot 1 Owner*]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the first date hereof.

**LOT 1 OWNER:**

Lauren LaBreck

STATE OF WISCONSIN )
)
COUNTY OF WAUKESHA )

Personally came before me this 8th day of March, 2024, the above named Lauren LaBreck to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: is permanent

BRENNAN R. CORBETT NOTARY PUBLIC STATE OF WISCONSIN

[*Signature Page to Septic Easement- Lot 2 Owner*]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the first date hereof.

**Lot 2 OWNER:**

Thomas Langan

STATE OF WISCONSIN )
)
COUNTY OF WAUKESHA )

Personally came before me this 12 day of March, 2024, the above named THOMAS LANGAN to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: is permanent

BRENNAN R. CORBETT NOTARY PUBLIC STATE OF WISCONSIN

This document drafted by:
Attorney Brennan R. Corbett
CRAMER MULTHAUF, LLP
1601 East Racine Avenue • Suite 200
P.O. Box 558
Waukesha, WI 53187
(262)-542-4278

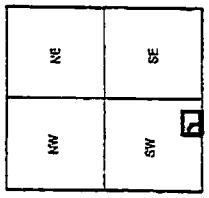
**EXHIBIT A**

Certified Survey Map 12436

4716986
REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON
April 25, 2023 09:50 AM
James R Behrend
Register of Deeds
5 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00
Book 128 Page 330-334

# Certified Survey Map 12436

Part of the Southwest 1/4 of the Southwest 1/4 of Section 27, Township 8 North, Range 17 East, in the Town of Oconomowoc, Waukesha County, Wisconsin




SW. ¼ SEC. 27, T8N, R17 E

LEGEND
- WELL
- SEPTIC COVER
- 3/4"X18" IRON ROD SET 1.50Lbs./LINEAL FOOT
- MONUMENT FOUND AS NOTED (Measured Outside Diam.)
- ( ) INDICATES RECORDED AS

DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT

60' 0' 60'

SE Cor. ¼ Sec. 27, T8N,R17E 6" Sq. Conc. Mon. W/Brass Cap

3 UNPLATTED LANDS
GARY F TESSMANN AND CRIS M GENETT REVOCABLE TRUST

(S 00°11'10" W)
S 00°20'13" W 264.00'

4 SARAH M HAUT
2" I.P. Fd.

234.00' 27.8' 30.00'

70.3' Existing House 82.4' 20.0'

Existing Garage (1,125.6 s.f.) 28.0' 40.2' 40.2' 28.0'

17.1'

66.1'

5 DONALD BARRETT DEBRA BARRETT

122.0'

LOT 1
Parcel Contains
56,367 S.F.
1.29 Acres

S 00°20'13" W 112.78'

182.50' Parcel Contains 9,800.0 S.F. 0.23 Acres

3650 S.F. 0.08 Acres

N 89°50'57" W 330.00'

1476.92' South line SW 1/4

N 89°50'57" W 330.00' (N 90°00'00" W) 2608.92'

LISBON RD. (66' R.O.W.)

INDIAN HEAD HILLS BLOCK 2

S 89°50'57" E 330.00'

6 HARRY SNYDER ROSEMARY SNYDER

Septic Mound

S 61°14'11" E 77.73'

2850 S.F. 0.07 Acres

147.50' To be Dedicated to the Public

LOT 2
Parcel Contains
20,853 S.F.
0.48 Acres

N 00°09'03" E 84.00'

Easement Area for Lot 2 Septic

75.15'

S 89°50'57" E 79.15'

20.0'

84.00' 150.00' 30.00'

7 HARRY SNYDER ROSE SNYDER
2" I.P. Fd.

N 00°20'13" E (N 00°11'10" E) 264.00'

2" I.P. Fd.

CHAD T SPELICH CARRIE A SPELICH 8

OWNER
Mark A. and Shelli S. McIntosh
N56W36794 Lisbon Rd.
Oconomowoc, WI 53066

S 89°50'57" E 802.00'

SW Cor. ¼ Sec. 27, T8N,R17E 6" Sq. Conc. Mon. W/Brass Cap

1. All Telephone lines, Electric lines, Cable Television lines, Telecommunications lines and Other similar Utility services shall be placed underground unless the applicant or utility can demonstrate that undergrounding is not feasible.
2. Twenty (20) additional feet, represented by the hatched area of Lots 1 and 2 along Lisbon Rd., shall be dedicated to the City at no cost if ever annexed.

WISCONSIN
PHILLIP J. LANDRY S-3176 BROOKFIELD WI
LAND SURVEYOR

HORIZONTAL DATUM IS BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), THE SOUTH LINE OF THE SW 1/4 OF SEC. 27, T8N, R17E BEARS S 89°50'57 E

C3E GEOMATICS
260 Regency Court • L100
Brookfield, WI 53045 • (262) 312-1034
c3egeomatics.com

Revised 04-17-23
Revised 03-30-23
Revised 03-09-23

This Instrument was drafted by Phillip J. Landry, a Professional Land Surveyor, S-3176 on this 8th day of November, 2022 Sheet 1 of 5 Job# 22275

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## EXHIBIT B

Easement Legal Description

SEPTIC EASEMENT FOR LOT 2 OF CERTIFIED SURVEY MAP NO. 12436 DESCRIPTION: Commencing at the Northwest Corner of Lot 1 of Certified Survey Map No. 12436, recorded on April 25, 2023 as document No. 12436 in Book 128, pages 330-334 of certified survey maps in the office of the Register of Deeds for Waukesha County, Wisconsin, thence S 89°50'57" E 75.12 feet along the North line of said Lot 1; thence S 00°09'03" W 84 feet; thence N 89°50'55" W 79.15 feet; thence N 00°20'13" E 84 feet along the South line of said Lot 1 to the point of commencement.