

**In the Matter of Approving an Easement
Agreement for Public Sanitary Sewer By
and Between Allison and Allen Williams as
Grantor and the Village of River Hills as
Grantee**

RESOLUTION NO. 2019-06

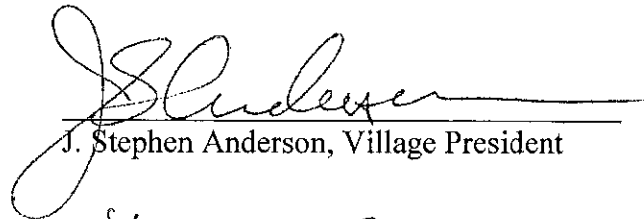
WHEREAS, Allen W. Williams and Allison Williams, husband and wife (collectively the "Grantor"), the owner of property at 8550 North Green Bay Court, in the Village of River Hills, Milwaukee County, Wisconsin, (the "Property") has agreed to grant an easement to the Village of River Hills ("Village"); and

WHEREAS, the Village desires to construct and maintain a sanitary sewer at the Property as part of the Green Bay Court sewer project and has negotiated the terms of an easement with Grantor; and

WHEREAS, attached to this Resolution is an Easement Agreement (the "Agreement") setting forth the terms and conditions of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of River Hills, that the attached Easement Agreement is approved and the Village President and the Village Clerk are authorized and directed to sign the Agreement.

PASSED AND ADOPTED by the Village Board of the Village of River Hills this 16th day of January 2019.



J. Stephen Anderson, Village President



Tammy LaBorde, Village Clerk

**Village of River Hills
Green Bay Court Sanitary Sewer Relay**

**CONSENT TO ACCESS PRIVATE PROPERTY
FOR THE PURPOSE OF SEWER CONSTRUCTION**

This consent to enter my property is granted to the Village of River Hills, giving permission to the Village and its agents or contractors to enter my property for sanitary sewer construction and sewer abandonment. This construction includes the installation of a sanitary sewer and 3 manholes that will reconnect to your sewer lateral. This construction includes the abandonment of existing manholes and sewers. This construction will include restoration of all disturbed surfaces back to their original state as well as the stabilization of the streambank on your property. See attached sheets for project plans.

I understand that:

1. This Project is administered by the Village of River Hills and the installation of this sewer will be performed at no cost to me.
2. The Village will hire a contractor or contractors to perform the construction and as agents of the Village they have permission to enter my property for the purposes listed above only as long as reasonably necessary to complete the project.
3. By signing the consent below I represent that I am the owner of the property or have the legal right to grant permission to enter upon the property.

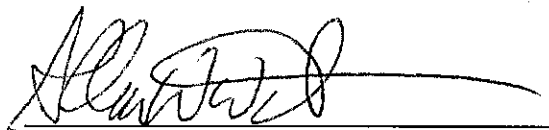
NAME: Allen W. Williams

ADDRESS: 8550 N. Green Bay Ct

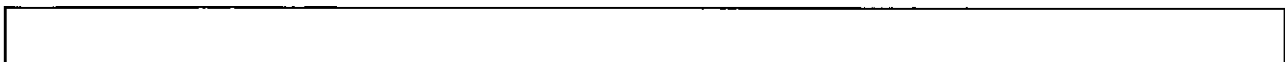
PHONE: 414-364-5808

EMAIL: sandywilliams@mac.com

Property Owner
Signature:



Date: 2/17/2018



Permanent Sewer Easement Agreement

Document Title

Document Number:

This **Permanent Sewer Easement Agreement** is made and entered into by and between **ALLEN W. WILLIAMS** and **ALLISON WILLIAMS**, husband and wife (collectively the "Grantor"), and the **VILLAGE OF RIVER HILLS**, a municipal corporation located in Milwaukee County, State of Wisconsin (the "Grantee").

Grantor is the owner in fee simple of the property at 8550 North Green Bay Court, River Hills Wisconsin, more particularly described as Parcel No. 0489997000 (the "Grantor Property");

FOR AND IN CONSIDERATION of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants the Village of River Hills ("Grantee") a non-exclusive utility easement that burdens the Property and is located within the Grantor's Property in the area legally described on EXHIBIT A (the "Easement Area") for only the following purposes: construct, install, inspect, test, operate, maintain, replace and repair public sanitary sewer facilities (collectively "Facilities") together with appurtenances thereto, in, through, under, across, and upon the Easement Area.

Recording Area

Name and Return Address

Village Clerk
Village of River Hills
7650 N. Pheasant Lane
River Hills, WI 53217

Parcel Identification Number (PIN)

0489997000

In addition, Grantor hereby grants to Grantee a right of access over the Property for the sole purpose of exercising Grantee's easement rights set forth in Section 1 above. Grantor hereby warrants that it has legal title to the Property and that it has the lawful authority to grant this easement, and warrants that Grantor's title to the Property is free and clear of liens and encumbrances except for those matters set forth in the public record or those matters that would be shown by an American Land Title Association survey of the Property.

The right, permission and authority is also granted said Grantee, to trim and/or cut down certain trees and/or brush where said trees and/or brush interfere with the installation or maintenance of the Facilities or represent a hazard to such Facilities.

The Grantor, their successors and assigns, covenants and agrees to restrict the use of the land located in the Easement Area as follows:

- A. The Easement Area will only be put to uses that do not unreasonably interfere with Grantee's exercise of its easement rights set forth herein.
- B. Grantor shall not construct or place within the Easement Area buildings, trees or other structures or items that interfere with Grantee's exercise of its easement rights set forth herein.

- C. The surface elevation of the land within the Easement Area shall not be raised or lowered without the prior written approval of the Grantee, which approval shall not be unreasonably withheld, conditioned, or delayed.

Grantor, their successors and assigns, covenants and agrees to permit and allow grantee to maintain and repair the Facilities and its appurtenances at such time and in such location as Grantee may deem necessary in its reasonable discretion.

Grantee agrees to restore or cause to have restored the Property, as nearly as is reasonably possible, to the condition existing prior to Grantee or its agents exercise of the rights set forth herein. The restoration, however, does not apply to any brush or trees that may be removed from the Easement Area at any time pursuant to the rights herein granted. Grantee shall indemnify, defend, and hold Grantor harmless from and against any damages, claims, suits, actions, expenses, costs, and fees (including, without limitation, reasonable attorneys fees) incurred by Grantor arising from Grantee's exercise of its rights under this Agreement.

The undersigned understands that the Grantee could not condemn the easement located in the Easement Area without following Wisconsin Condemnation Law procedures which provide protection to the rights of the property owners including, but not limited to, obtaining an appraisal at Grantee's expense and payment of fair compensation to the Grantor. The undersigned wishes to grant a perpetual public sanitary sewer easement across the Easement Area to the Grantee for good and valuable consideration to the Grantee and waive any and all condemnation rights to the grant of the Easement that Grantor has including, but not limited to, the right to an appraisal, the rights to condemnation and any and all appeal rights.

All the provisions in this Easement Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective successors and assigns.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Consent of Mortgagee

The undersigned, being the holder of a mortgage against the property, consents to the grant of the easement set forth above and agrees that the interest in the property shall be subject to the easement.

Accepted on the ____ day of _____, 20_____.

Signature

Title

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20_____, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

(NOTARY SEAL)

*

Notary Public, Milwaukee County, Wisconsin
My commission expires: _____

* Print Name of Notary Public

EXHIBIT A

See attached (One page)

20 Foot SANITARY SEWER EASEMENT EXHIBIT
prepared by Chaput Land Survey, November 9, 2018

20' SANITARY SEWER EASEMENT EXHIBIT

CONC. MON. WITH BRASS CAP
NW COR. OF NW 1/4
SEC. 12, T8N, R21E.

CLIENT

Clark Dietz

SITE ADDRESS

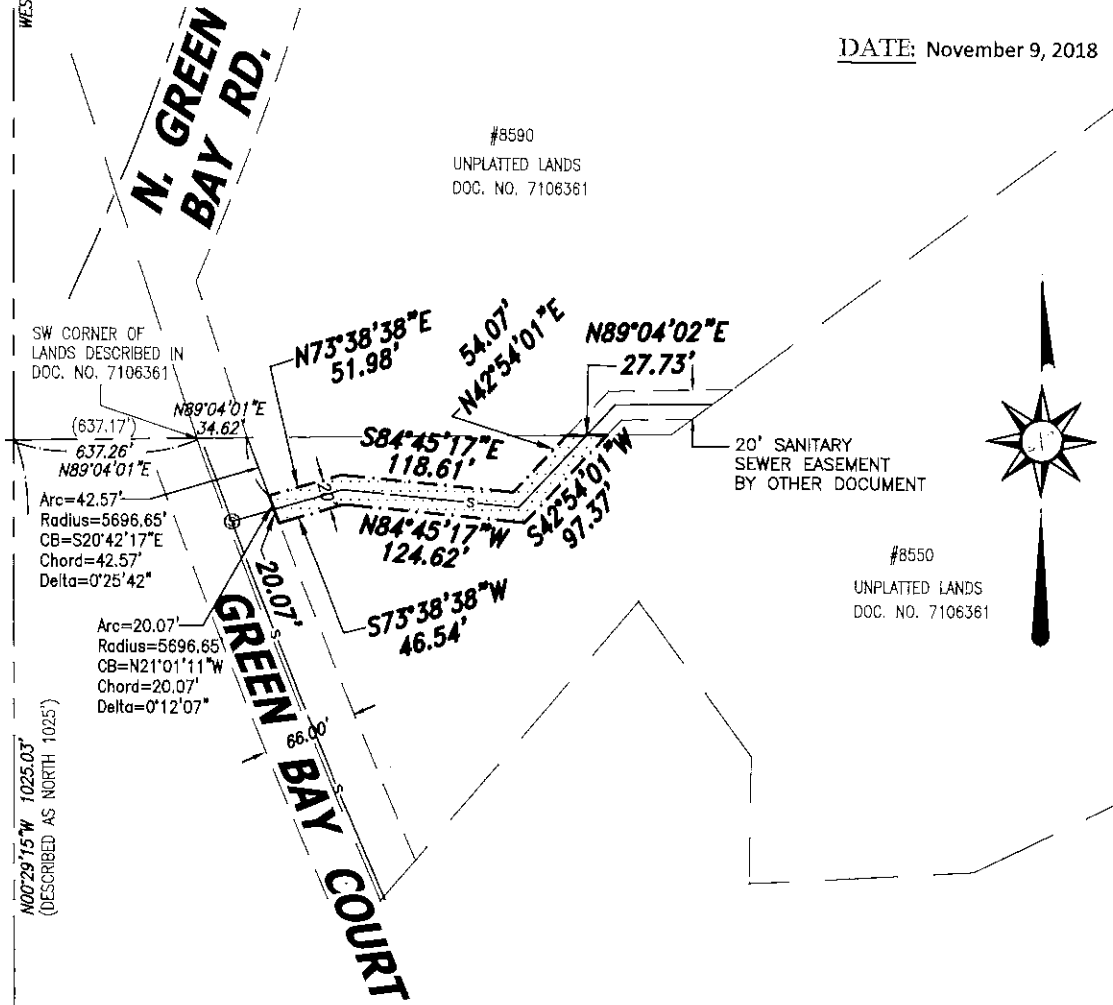
8550 & 8590 Green Bay Court, Village of River Hills, Milwaukee County, Wisconsin.

LEGAL DESCRIPTION

Part of the Southwest 1/4 of the Northwest 1/4 of Section 12, Town 8 North, Range 21 East, in the Village of River Hills, Milwaukee County, Wisconsin which is bounded and described as follows: Commencing at the Southwest corner of said Northwest 1/4 Section, thence North 00°29'15" West along the West line of said Northwest 1/4 Section 1025.03 feet to a point; thence North 89°04'01" East 637.26 feet to a point marking the Southwest corner of lands described in Document Number 7106361; thence continuing North 89°04'01" East 34.62 feet to a point on the East line of Green Bay Court; thence Southeasterly 42.57 feet along said East line and arc of a curve, whose center lies to the East, whose radius is 5696.65 feet and whose chord bears South 20°42'17" East 42.57 feet to the point of beginning of the lands hereinafter described; thence North 73°38'38" East 51.98 feet to a point; thence South 84°45'17" East 118.61 feet to a point; thence North 42°54'01" East 54.07 feet to a point on the property line between lands described in Document No. 7106361 and 7106361; thence North 89°04'02" East 27.73 feet along said property line; thence South 42°54'01" West 97.37 feet to a point; thence North 84°45'17" West 124.62 feet to a point; thence South 73°38'38" West 46.54 feet to a point on the East line of Green Bay Court; thence Northwesterly 20.07 feet along said East line and arc of a curve, whose center lies to the East, whose radius is 5696.65 feet and whose chord bears North 21°01'11" West 20.07 feet to the point of beginning.

N00°29'15"W 2652.40'
WEST LINE OF THE NW 1/4, SEC. 12
(DESCRIBED AS NORTH)

DATE: November 9, 2018



SW CORNER OF LANDS DESCRIBED IN DOC. NO. 7106361

(637.17')
637.26'
N89°04'01"E

Arc=42.57'
Radius=5696.65'
CB=S20°42'17"E
Chord=42.57'
Delta=0°25'42"

Arc=20.07'
Radius=5696.65'
CB=N21°01'11"W
Chord=20.07'
Delta=0°12'07"

N00°29'15"W 1025.03'
(DESCRIBED AS NORTH 1025')

BASIS OF BEARINGS

Bearings are referenced to the Wisconsin State Plane Coordinate System (South Zone), in which the West line of the NW 1/4 bears N00°29'15"W.

N89°04'01"E
701.27'

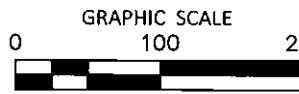
SOUTH LINE OF THE NW 1/4, SEC. 12

N89°04'01"E 2651.30'
(DESCRIBED AS N89°37'E)

CONC. MON. WITH BRASS CAP
SW COR. OF NW 1/4
SEC. 12, T8N, R21E.

CHAPUT
LAND SURVEYS

234 W. Florida Street Milwaukee, WI 53204 414-224-8068 www.chaputlandsurveys.com



CONC. MON. WITH BRASS CAP
SW COR. OF NW 1/4
SEC. 12, T8N, R21E.