

**DRAFT**

**SEWER EASEMENT**

This Agreement made this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_, by and between the **CITY OF**  
**GREENFIELD**, a municipal corporation, duly organized and  
existing under the laws of the State of Wisconsin, with principal  
offices at 7325 West Forest Home Avenue, Greenfield, WI 53220,  
hereinafter called "**CITY**" and  
\_\_\_\_\_, hereinafter called  
"**OWNER**".

WHEREAS, **CITY** is desirous of the installation, construction,  
reconstruction, maintenance and repair of storm sewer and  
appurtenances thereto, over, across, through, under and upon certain  
lands located at \_\_\_\_\_, owned by **OWNER**,  
known as Tax Key No. \_\_\_\_\_.

**WITNESSETH:**

NOW, THEREFORE, for and in consideration of the mutual  
promises and covenants of the parties and the mutual benefits to be  
derived by the parties, **CITY** and **OWNER** agree as follow:

Return to:

City of Greenfield  
Jennifer J. Goergen  
City Clerk  
7325 W. Forest Home Ave  
Greenfield, WI 53220

1. **OWNER** hereby grant to **CITY** a perpetual easement for the installation, construction,  
reconstruction, maintenance and repair of \_\_\_\_\_ and appurtenances thereto, over, across, through, under  
and upon the following described premises, to-wit:

Tax Key No. \_\_\_\_\_.

A 20' Permanent Easement for \_\_\_\_\_ is hereby granted for that part  
of the Northwest 1/4 of Section 17, Town 6 North, Range 21 East, City of Greenfield, Milwaukee  
County, Wisconsin, which is bounded and described as follows (see attached Exhibit "A"):

**ENTER THE LEGAL DESCRIPTION OF THE EASEMENT HERE.**

with the right, permission and authority to enter upon said lands to construct, erect, install, maintain and repair  
same and make necessary excavations and ditches for said purposes.

2. Said \_\_\_\_\_ facilities shall be maintained and kept in good order and condition by **CITY**.

3. That in and during whatever construction, reconstruction or repair work it is or becomes  
necessary in constructing and/or maintaining said facilities, so much of the surface or subsurface of the property  
as may be disturbed will, at the expense of **CITY**, be replaced in substantially the same condition as it was prior to

such disturbances. **CITY** shall save harmless **OWNER** from any loss, damage, injury or liability resulting from negligence on the part of **CITY** in connection with said work involved in constructing and/or maintaining of said facilities provided that if loss, damage, injury or liability results from joint negligence of the 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 which under law **CITY** is entitled to raise.

4. **OWNERS** agree not to construct, install and/or erect structures, buildings, fences, pools, landscaping, etc. that would impede, restrict, prohibit and/or limit ingress and egress over, across, through and upon said easement.

5. That in connection with the construction by **OWNER** of any structure or building abutting said permanent easement defined limits, **OWNER** will assume all liability for any damage to the facilities in the above described easement. **OWNER** will indemnify and hold **CITY** harmless from any claims for personal injuries or property damage caused by any negligence of **OWNER** arising out of the construction by **OWNER** of any structure or building abutting the said permanent utility easement defined limits.

6. Both parties mutually agree that this easement and covenants herein shall run with the land.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### IN PRESENCE OF:

**OWNER:**

STATE OF WISCONSIN )  
 ) SS  
MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the above named  
\_\_\_\_\_, to me known to be the persons who executed the foregoing  
instrument and to me known to be the \_\_\_\_\_ of said land and acknowledged that they executed the foregoing  
instrument as such \_\_\_\_\_ by its authority.

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Notary Public, Milwaukee County, Wisconsin

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Printed name

My Commission Expires: \_\_\_\_\_

**IN PRESENCE OF:**

## CITY OF GREENFIELD:

Michael J. Neitzke, Mayor

Jennifer J. Goergen, City Clerk

STATE OF WISCONSIN )  
 ) SS  
MILWAUKEE COUNTY )

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, Michael J. Neitzke, Mayor and Jennifer J. Goergen, City Clerk, of the above named City of Greenfield, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation, by its authority.

**Notary Public, Milwaukee County, Wisconsin**

Printed name

My Commission Expires: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

This Instrument was drafted by \_\_\_\_\_, City of Greenfield Engineering Division.