

**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

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Michael J. Neitzke, Mayor

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Jennifer J. Goergen, City Clerk

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.

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

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