

STORM SEWER AND DRAINAGE
EASEMENT

Document Title

Document Number

Recording Area

Name and Return Address

Village of Thiensville
Attn: Andrew LaFond
250 Elm Street
Thiensville, WI 53092

120500622004

Parcel Identification Number (PIN)

This Storm Sewer and Drainage Easement Agreement is made this _____ day of _____, 20____, by and between Pamela J. Price, hereinafter referred to collectively as the “Grantor”, and the Village of Thiensville, a municipal corporation located in Ozaukee County, Wisconsin, hereinafter referred to as the “Village”.

RECITAL:

WHEREAS, the Village desires to acquire a permanent and perpetual storm sewer and drainage easement with the right of entry in and across the property hereinafter described.

AGREEMENT:

NOW, THEREFORE, in consideration of good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants and conveys unto Village a perpetual storm sewer and drainage easement which gives the Village the right to construct, operate, use, maintain and repair (including reconstruction) a drainage way and storm sewer in the Village of Thiensville, Ozaukee County, Wisconsin, through the following easement area as depicted as Exhibit “A”, hereinafter referred to as the “easement area”, which is attached and incorporated herein, upon the following conditions:

1. It is an express condition of the granting of this perpetual drainage and storm sewer easement that so much of the surface or sub-surface of the soil, including any driveway or parking lot pavement constructed across such easement, as may be disturbed in the construction, operation, use maintenance and repair (including reconstruction) of such storm sewer will, at the expense of the Village, be restored to substantially the same condition as it was prior to the commencement of any Village work in the easement area.

2. Grantor consents to the entry by the employees, invitees, agents or independent contractors of Village for and incidental to the construction, operation, use, maintenance and repair (including reconstruction) of such storm sewer, but Grantor reserves the right to make such use of the land included in said perpetual easement which will not disturb or interfere with such storm sewer or prevent ingress or egress thereto for the purpose of construction, operation, use maintenance and repair (including reconstruction) thereof. Construction of buildings, walls, fencing or permanent structures of any kind within the easement area is prohibited.

3. The Grantor shall submit plans for review and approval by the Director of Community Services/Public Works of the Village, or his/her designee, for any proposed improvement, alteration or modification, including the placement of shrubs, that Grantor would like to complete in the easement area. Other than compliance with Village ordinances, Village's review will be limited to the avoidance of interference with the construction, operation, use, maintenance and repair (including reconstruction) of the drainage area and storm sewer within the easement area.

4. This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, administrators, successors and assigns.

5. Grantor, having been fully informed and having received full disclosure of Grantor's rights of appeal, hereby waives the rights of appeal detailed in Chapter 32, Wisconsin Statutes, as part of the consideration for this Agreement. Grantor, having been fully informed of her right to have the above-described easement appraised, and to receive just compensation for the easement granted herein based upon an appraisal, hereby waives the right to an appraisal and does waive and release Village from any obligations imposed under Chapter 32, Wisconsin Statutes. This waiver and release is binding upon Grantor and her heirs, successors and assigns.

6. Village shall be solely responsible for any and all costs of design, construction and maintenance of the storm sewer installations and all restoration of the Property as required under this Agreement, in perpetuity.

7. This Agreement sets forth the entire understanding of the parties and may not be changed except by written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin. If any term or condition of this Agreement or the application of this Agreement to any person or circumstance shall be deemed invalid or unenforceable, the remainder of the Agreement, or the application of the term or condition to the persons or circumstances other than those to which it is held invalid or unenforceable shall be enforced to the fullest extent allowed by law.

8. Enforcement of this Agreement may be by proceedings at law or in equity against any person, persons, or entities violating or attempting or threatening to violate any term or condition of this Agreement, either to restrain or prevent the violation or to obtain any other such relief. If any action is brought to enforce this Agreement, the prevailing party in such action shall be entitled to recover all of its costs, including reasonable attorneys' fees, from the non-prevailing party.

IN WITNESS WHEREOF, Grantor has executed this indenture the day and year first above written.

Pamela J. Price

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 20__, the above-named Pamela J. Price, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Name: _____
Notary Public, Wisconsin
My Commission: _____

EXHIBIT A