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| **Drafted by:** Diane Zakrzewski  **Return to:**  Tim Schwecke, Town Planner  Civi Tek Consulting  610 S Ferry Drive  Lake Mills, WI 53551 |
|
| **Parcel Number:** EGLT1826998007 |

**VACANT LOT MAINTENANCE EASEMENT FOR ROYAL AIRE ESTATES SUBDIVISION**

THIS EASEMENT, made between Camtec, Inc, a domestic corporation (“Grantor”), and the Town of Eagle, a Wisconsin municipality, and its successors and assigns (“Grantee”).

**RECITALS**

**A.** The Grantor is the owner and developer of certain real estate in the Town of Eagle, Waukesha County, Wisconsin, known as Royal Aire Estates subdivision (the “Subdivision”), which is legally described in the attached Exhibit A, which is incorporated herein by this reference, and depicted in the attached Exhibit B, which is incorporated herein by reference.

**B.** Pursuant to the Developer’s Agreement for Royal Aire Estates, Town of Eagle, Waukesha County, Wisconsin: between Grantor and Grantee, Grantor agreed to provide Grantee with access to vacant lots in the Subdivision in order to inspect, repair or retore such areas to ensure compliance with Town of Eagle ordinances.

**C.** In connection with the Town’s approval of the final plat for the Subdivision, the Developer further agreed to convey to the Town an access and maintenance easement across the Subdivision for the purposes described below.

**GRANT OF MAINTENANCE EASEMENT**

WITNESSETH, That Grantor, in exchange for $1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants and warrants to Grantee a permanent, non-exclusive easement upon, within, and beneath Lots 1 through 18 and Outlot 1 of the Subdivision (the “Easement Area”):

1. **Purpose of Easement.** The purpose of this Easement is to provide Grantee and its officers, agents, employees, and independent contractors with the right, but not the obligation, to enter upon any vacant lot in the Easement Area and, thereafter, to inspect, repair, or restore the exterior of such property so that it is in compliance with all then-applicable portions of Grantee’s municipal code of ordinances including as amended and renumbered from time to time. For purposes of this Easement, a “vacant lot” shall be defined as any Lot or Outlot in the Easement Area that does not have an occupied principal structure that is used for single-family purposes at the time of inspection, repair, or restoration.
2. **Use of Maintenance Easement.** Grantor acknowledges and agrees that the complete exercise of rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
3. **Damage to Subdivision and Vacant Lots.** The Grantee shall be responsible for any damage caused to the Subdivision and the Easement Area arising from Grantee’s exercise of the rights granted under this Easement, and shall promptly make, or cause to be made, all needed repairs, restoring the Subdivision and the Easement Area to the condition that existed immediately prior to such damage.
4. **Enforcement of Easement, Assessment of Costs.** The Grantee shall have the right to legally enforce this Easement and the covenants, conditions and restrictions set forth herein, by whatever action or actions are legally available, including, without limitation, enjoining any violation or threatened violation hereof. All costs incurred by the Grantee in exercising its rights under this Easement shall be borne by the then owner record of the Lot(s) or Outlot subject to the Grantee’s inspection, repair or restoration. Upon failure by such owner to make payment within 45 days of receipt of Grantee’s invoice for such costs, Grantee may assess costs as a special charge against the applicable Lot(s) or Outlot pursuant to Wis. Stat. § 66.0627, as such statute may be amended and/or renumbered from time to time.
5. **Amendment, Termination.** This Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by Grantor and Grantee or each of their respective successors in interest.
6. **Successors.** All of the terms, covenants, conditions, and obligations set forth in this Easement shall inure to the benefit of and bind the Grantor and Grantee, and each of their respective representatives, heirs, successors in interest, transferees and assigns, and shall continue as a servitude running in perpetuity with the Subdivision.
7. **Severability.** If any provision or specific application of this Maintenance Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Easement shall remain valid and binding.
8. **Governing Law.** This Easement shall be governed by and construed under the laws of the State of Wisconsin.

IN WITNESS WHEREOF, Camtec, Inc, has agreed to and executed this Maintenance Easement this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Diane Zakrzewski, Member

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_ )

) SS

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_ )

Personally, came before me this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021, the above named Diane Zakrzewski, as Member of Camtec, Inc to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said company.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Notary Public

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed or Printed Name of Notary Public

Notary Public, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission (expires) (is) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACCEPTANCE OF TOWN’S INTEREST**

The foregoing Easement is hereby duly accepted by the Town of Eaglethis \_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Don Malek, Town Chairman

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lynn Pepper, Town Clerk

STATE OF WISCONSIN )

) ss.

WAUKESHA COUNTY )

Personally, came before me this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021, the above named Don Malek and Lynn Pepper, in their capacity as Town Chair and Town Clerk of the Town of Eagle, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Town of Eagle.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Notary Public

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed or Printed Name of Notary Public

Notary Public, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ My Commission (expires) (is) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney Paul E. Alexy, Municipal Law & Litigation Group, S.C., Town Attorney

EXHIBIT A – Legal Description of Subdivision

EXHIBIT B – Depiction of Subdivision