

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT is granted by Waukesha County (Grantor) to the Waukesha Water Utility, City of Waukesha, Wisconsin (Grantee).

Witnesseth

A. The Grantor is the fee holder of certain real property located in the City of Waukesha, Wisconsin, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference.

B. The Grantee has requested that Grantor grant a permanent exclusive easement for a water tower and water main and an access easement over certain portions of the property owned by Grantor, and such portions are more particularly described in Exhibit's B1, the Water Tower Easement, B2, the Water Main Easement and B3, the Access Easement attached hereto and incorporated herein by reference.

AGREEMENT

In consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. The Grantor grants to Grantee a perpetual easement and right of way to construct, reconstruct, maintain, operate, supplement and/or remove a water tower, water main and other related fixtures, equipment, and appurtenances that may from time-to-time be required; with the right of ingress and egress for the purpose of this grant over the property as described and shown in Exhibit's B1, the Water Tower Easement and B2, the Water Main Easement.

2. During the period of construction or installation of improvements within the property, the Grantee shall have access over those portions of the property for the purpose of transporting equipment and materials in connection with the construction or installation of improvements within the property. The ingress-egress access for construction shall be the existing blacktop drive from N. University Drive as described and shown in Exhibit B3, the Access Easement.

3523531	
REGISTER'S OFFICE WAUKESHA COUNTY, WI RECORDED ON	
10-30-2007 12:04 PM	
MICHAEL J. HASSLINGER REGISTER OF DEEDS	
REC. FEE:	22.00
REC. FEE-CO:	5.00
REC. FEE-ST:	2.00
TRAN. FEE:	
TRAN. FEE-STATE:	
PAGES:	10

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Waukesha Water Utility  
Attn: Tom Krause  
115 Delafield Street  
Waukesha, WI 53188

*[Handwritten initials]*



WC3523531-010

3. The Grantor agrees that at all times the Grantee shall have the right of access to the Utility Easement Area for purposes of operating and maintaining the Water Tower, Water Main and other related fixtures, equipment and appurtenances and Grantor agrees to keep the Utility Easement Area free and clear of any and all encumbrances so as to afford the Grantee access to the Utility Easement Area at all times. The ingress-egress access shall be the existing blacktop drive from N. University Drive as described and shown in Exhibit B3, the Access Easement.

4. The Grantor reserves the right to use the easement and the temporary construction easement for purposes that will not interfere with the Grantee's full enjoyment of the easement rights granted in this agreement. Grantor, however, shall not make grade changes exceeding one foot (1') in the Utility Easement Area and shall not plant trees or bushes which would grow to more than four feet (4') in height within the Utility Easement Area without prior written approval of Grantee.

5. Restoration of any existing pavement, landscaping or other items existing on or within said lands which may be disturbed during initial construction or as a result of the Grantee exercising the rights herein acquired shall be the responsibility of the Grantee.

6. The Grantee agrees to indemnify the Grantor from all claims and actions in law or in equity which may arise out of or as a consequence of the negligence of the Grantee its authorized agents or employees in connection with the Grantee's activities conducted in the Utility Easement Area. The Grantor agrees to notify the Grantee at once of any notice, summons or litigation notice served upon the Grantor in order that the Grantee may properly take steps to defend against any action under the terms of this Agreement.

7. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit or, and be enforceable by the Grantor and the Grantee and their respective successors and assigns. Grantor shall cease to have any liability under this Agreement with respect to facts or circumstances arising after Grantor has transferred its fee simple interest in the property.

8. Non-use or limited use of the easement or temporary construction easement rights granted in this agreement shall not prevent the benefiting party from later use of the easement or temporary construction easement rights to the fullest extent authorized in this Agreement.

9. The Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

10. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Waukesha County, Wisconsin.

11. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

12. 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 this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

13. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

14. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting to threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

15. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever.

Waukesha County, Grantor

Daniel P. Vrakas

STATE OF WISCONSIN )

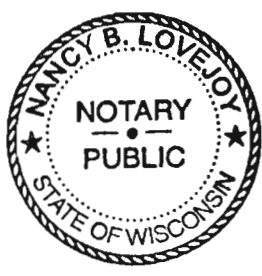
COUNTY OF Waukesha )ss

Personally came before me this 11<sup>th</sup> day of September, 2007, the above named

Daniel P. Vrakas

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Nancy L. Caldwell  
Notary Public, Waukesha County, WI  
My commission is permanent



Waukesha Water Utility, Grantee

Larry Nelson

Larry Nelson, Mayor

Thomas E. Neill

Thomas Neill, City Clerk/Treasurer

STATE OF WISCONSIN )

COUNTY OF Waukesha )ss

Personally came before me this 1<sup>st</sup> day of October, 2007, the above named

Mayor Larry Nelson & Clerk/Treasurer

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same. Thomas E. Neill

Nancy B. Lovejoy  
Notary Public, Waukesha County, WI  
My commission exp 3-16-08

drafted by: Lance Habeck  
EarthTech

EXHIBIT A

Special Ordinance  
No. 23-65

University Center  
(Waukesha Co.) Annex.

AN ORDINANCE ANNEXING CERTAIN LANDS OF THE  
TOWN OF PEWAUKEE TO THE CITY OF WAUKESHA,  
WISCONSIN

THE COMMON COUNCIL OF THE CITY OF WAUKESHA, WISCONSIN,  
DO ORDAIN AS FOLLOWS:

Section 1. In accordance with Section 66.021 of the  
Wisconsin Statutes, and the petition for direct annexation  
filed with the City Clerk on the 27th day of July, 1965, signed  
by the owners of one half of the area within such territory and  
the owners of one half the real property in assessed value in  
such territory, there being no electors residing therein, the  
following described territory in the Town of Pewaukee, Waukesha  
County, Wisconsin, is annexed to the City of Waukesha, Wisconsin:

"All that part of the East one-half ( $E\frac{1}{2}$ ) of Section  
32, Town 7 North, Range 19 East, Town of Pewaukee,  
Waukesha County, Wisconsin, bounded and described  
as follows: Beginning at the East One-quarter ( $E\frac{1}{4}$ )  
corner of Section 32; thence South 00 degrees 02  
minutes 45 seconds East along the East line of said  
section 462.00 feet; thence South 89 degrees 53  
minutes 34 seconds West parallel to the East One-  
Quarter ( $E\frac{1}{4}$ ) line of said section 907.01 feet; thence  
North 00 degrees 02 minutes 58 seconds west 462.00  
feet to a point on said East One-quarter line of  
Section 32; thence South 89 degrees 53 minutes 34  
seconds West along said East one-quarter line 429.96  
feet to the East One-eighth corner; thence North 00  
degrees 00 minutes 31 seconds West along the East  
One-eighth line 2658.58 feet to the East One-eighth  
corner on the North line of Section 32; thence North  
89 degrees 55 minutes 05 seconds East along said North  
line 677.40 feet; thence due South parallel to the  
East line of Section 32, 330.00 feet; thence North 89  
degrees 55 minutes 05 seconds East parallel to said  
North line 660.00 feet to a point on said East line of  
Section 32; thence due South along said East line  
2327.99 feet to the place of beginning, containing  
86.224 acres.

ALSO: All that part of the North West One-quarter ( $NW\frac{1}{4}$ )  
of Section 33, Township No. 7 North, Range No. 19 East,  
in the Town of Pewaukee, Waukesha County, Wisconsin,  
described as follows:

Commencing at a point on the North line of the said  
One-quarter Section, distant East 489.14 feet from the  
stone marking the North West corner thereof; thence  
South 766 feet to the point of beginning of land to be  
conveyed; thence South 50 ft.; thence West 240 feet;  
thence North 50 ft; thence East 240 ft. to the point  
of beginning.

ALSO: The North Twenty-five (25) feet, as already  
reserved for street purposes, of the following described  
land:

All that part of the North West One-quarter ( $NW\frac{1}{4}$ )  
of Section Thirty-three (33), Township Seven (7) North,  
Range Nineteen (19) East, in the Town of Pewaukee,  
Waukesha County, Wisconsin, described as follows, to-wit:

Commencing at a point on the North line of the said quarter (1/4) section distant East Four hundred ninety and seven-tenths (490.7) feet from the Northwest corner thereof; and thence South on the extended West line of Westowne and on the West line of the said plat Seven hundred ninety-one and five tenths (791.5) feet to the center line of Sunkist Avenue of the said plat at the West terminus thereof in the said plat, and thence West on the extended center line of said Sunkist Avenue Two hundred forty- nine and seventy-seven hundredths (249.77) feet to the point of commencement of the lands herein described at the Northeast corner thereof. Thence South and parallel with the aforesaid West line of the Plat of Westowne One thousand twenty-five (1025.0) feet to a point on the extension of the South line of Block "F" of the said plat; thence West on said extension Two hundred fifty and thirty-eight hundredths (250.38) feet to fence boundary; thence Northerly on along fence boundary One thousand twenty-five (1025) feet to the center line of the extension of Sunkist Avenue aforesaid; thence East on said extension Two hundred forty and forty-three hundredths (240.43) feet to the point of beginning, containing Five and seven thousand seven hundred forty-five ten thousandths (5.7745) acres of land more or less.

SECTION 2. The above territory shall be temporarily zoned, pursuant to the authority granted in Section 66.021 (7) (a) of the Wisconsin statutes as R-1, One Family Residence District.

SECTION 3. The annexed territory is hereby made a part of the Fifth Ward of the City of Waukesha, and is annexed for all municipal purposes, including annexation for school purposes, and is hereby made a part of the city school district and subject to all of the laws governing the same.

SECTION 4. The city limits of the City of Waukesha, Wisconsin, are hereby changed and enlarged so as to include the real estate described in Section 1 of this ordinance.

SECTION 5. This ordinance shall be in full force and effect upon its enactment as provided by law.

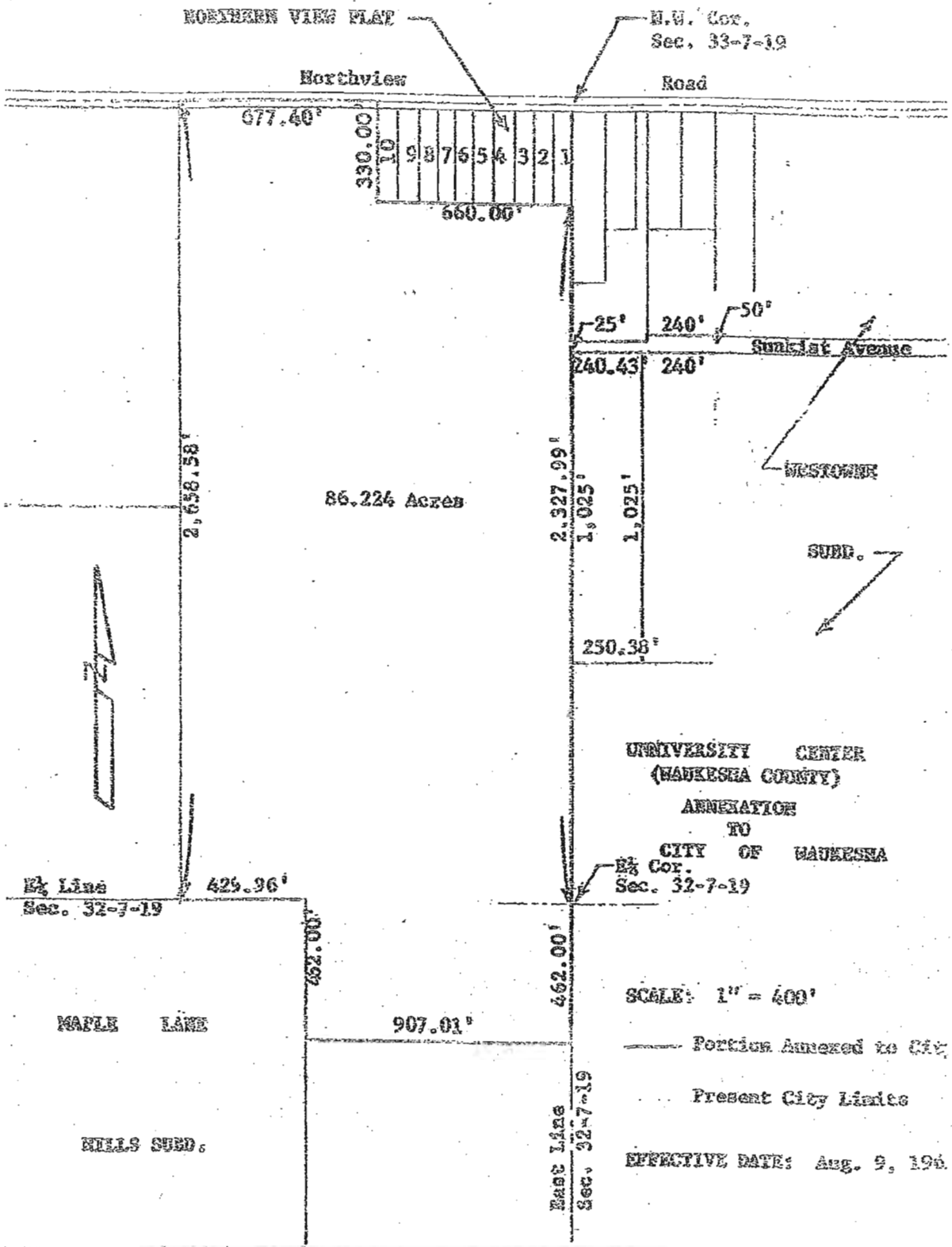
Passed this 3<sup>rd</sup> day of August, 1965.

Approved this 4<sup>th</sup> day of August, 1965.

Harold S. Prosser  
Mayor

Attest:

Mary J. Schradew  
City Clerk



UNIVERSITY CENTER  
 (WAUKESHA COUNTY)  
 ANNEXATION  
 TO  
 CITY OF WAUKESHA

SCALE: 1" = 400'

--- Portion Annexed to City  
 ... Present City Limits

EFFECTIVE DATE: Aug. 9, 196

## Legal Description

### Tower Site Easement

Part of the Northeast Quarter of Section 32, Town 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, described as follows:

Commencing at the northeast corner of said Section 32; Thence S 88°37'26" W, 675.00 feet along the north line of the Northeast Quarter of Section 32; Thence S 01°17'39" E, 685.25 feet; Thence S 53°34'45" W, 772.61 feet; Thence S 01°18'18" E, 652.30 feet; Thence N 88°41'42" E, 140.00 feet to the point of beginning;  
Thence N 88°41'42" E, 200.00 feet;  
Thence S 01°18'18" E, 200.00 feet;  
Thence S 88°41'42" W, 200.00 feet;  
Thence N 01°18'18" W, 200.00 feet to the point of beginning.

Said parcel contains 0.918 acres of land, more or less.

### Water Main Easement

Part of the Northeast Quarter of Section 32, Town 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, described as follows:

Commencing at the northeast corner of said Section 32; Thence S 88°37'26" W, 675.00 feet along the north line of the Northeast Quarter of Section 32; Thence S 01°17'39" E, 685.25 feet; Thence S 53°34'45" W, 772.61 feet; Thence S 01°18'18" E, 736.94 feet to the point of beginning;  
Thence N 88°41'42" E, 140.00 feet;  
Thence S 01°18'18" E, 30.00 feet;  
Thence S 88°41'42" W, 140.00 feet;  
Thence N 01°18'18" W, 30.00 feet to the point of beginning.

Said parcel contains 0.096 acres of land, more or less.

### Access Easement

Part of the Northeast Quarter of Section 32, Town 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, described as follows:

Commencing at the northeast corner of said Section 32; Thence S 88°37'26" W, 675.00 feet along the north line of the Northeast Quarter of Section 32; Thence S 01°17'39" E, 685.25 feet; Thence S 53°34'45" W, 772.61 feet; Thence S 01°18'18" E, 652.30 feet; Thence N 88°41'42" E, 140.00 feet to the northwest corner of the above-described Tower Site Easement; Thence N 88°41'42" E, 200.00 feet to the northeast corner of said easement; Thence S 01°18'18" E, 14.51 feet along the east line of said easement to the point of beginning;  
Thence S 80°34'58" E, 57.32 feet;  
Thence S 34°29'35" E, 66.88 feet;  
Thence S 05°16'48" E, 90.87 feet;  
Thence S 00°59'11" E, 253.36 feet;  
Thence S 23°58'20" E, 22.79 feet;  
Thence S 11°38'58" W, 51.51 feet;  
Thence N 23°58'20" W, 70.76 feet;  
Thence N 00°59'11" W, 258.34 feet;  
Thence N 05°16'48" W, 81.93 feet;



## Legal Description

Thence N 34°29'35" W, 46.30 feet;

Thence N 80°34'58" W, 38.88 feet to the east line of the above-described Tower Site Easement;

Thence N 01°18'18" W, 30.53 feet along said east line to the point of beginning.

Said parcel contains 0.340 acres of land, more or less.

# EXHIBIT "B1" WATER TOWER EASEMENT

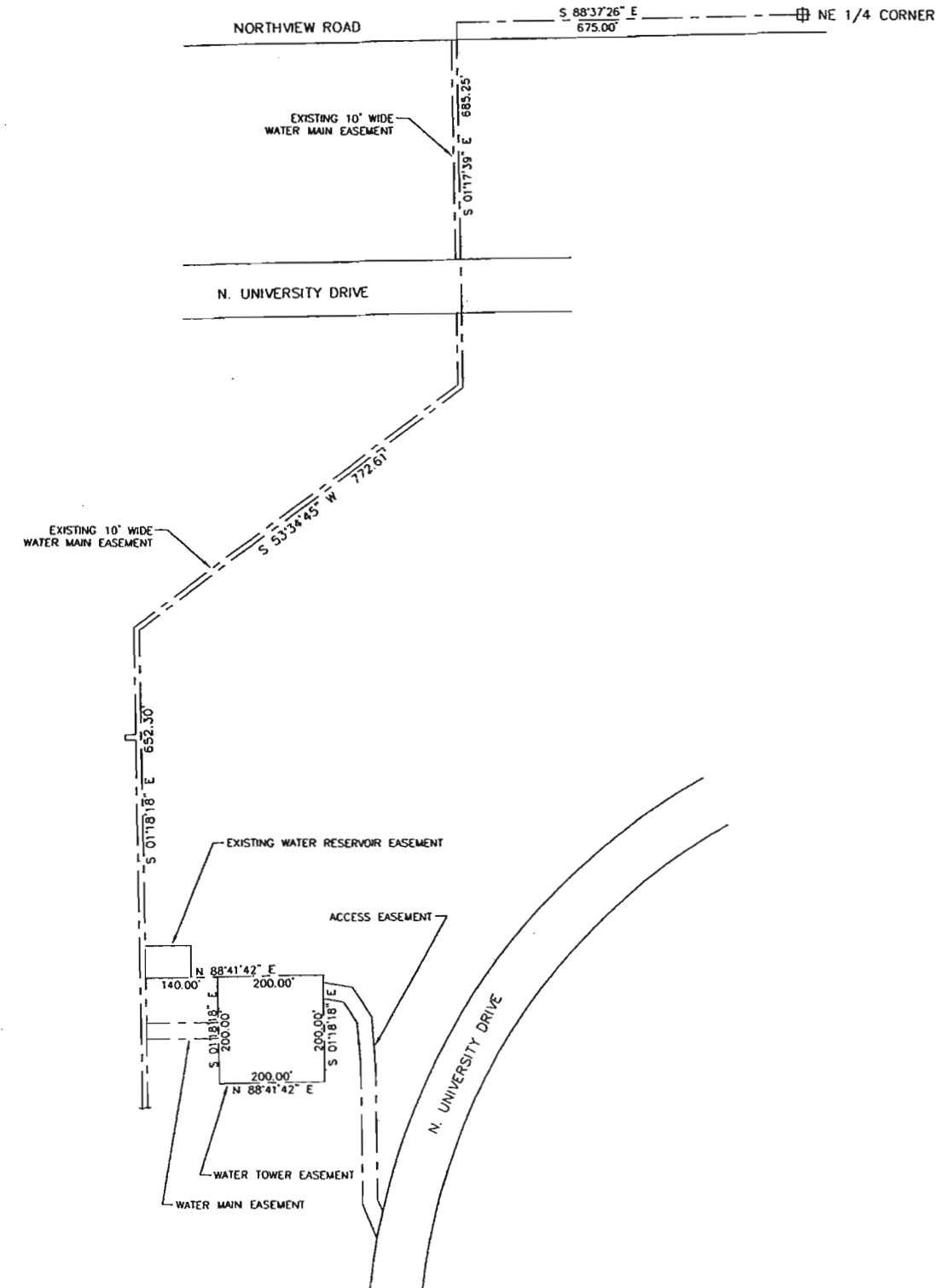
BEING A PART OF THE PARCEL DESCRIBED AS THE NORTHEAST 1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 19 EAST, CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

WATER TOWER EASEMENT DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE S 88°37'26" W, 675.00 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32; THENCE S 01°17'39" E, 685.25 FEET; THENCE S 53°34'45" W, 772.61 FEET; THENCE S 01°18'18" E, 652.30 FEET; THENCE N 88°41'42" E, 140.00 FEET TO THE POINT OF BEGINNING OF THE HERIN DESCRIBED WATER TOWER EASEMENT; THENCE N 88°41'42" E, 200.00 FEET; THENCE S 01°18'18" E, 200.00 FEET; THENCE S 88°41'42" W, 200.00 FEET; THENCE N 01°18'18" W, 200.00 FEET TO THE POINT OF BEGINNING.

DESCRIBED EASEMENT CONTAINS 0.918 ACRES.

NE 1/4 SECTION 32  
TOWN 7 NORTH  
RANGE 19 EAST



B00646 OCT 30 25

# EXHIBIT "B2" WATER MAIN EASEMENT

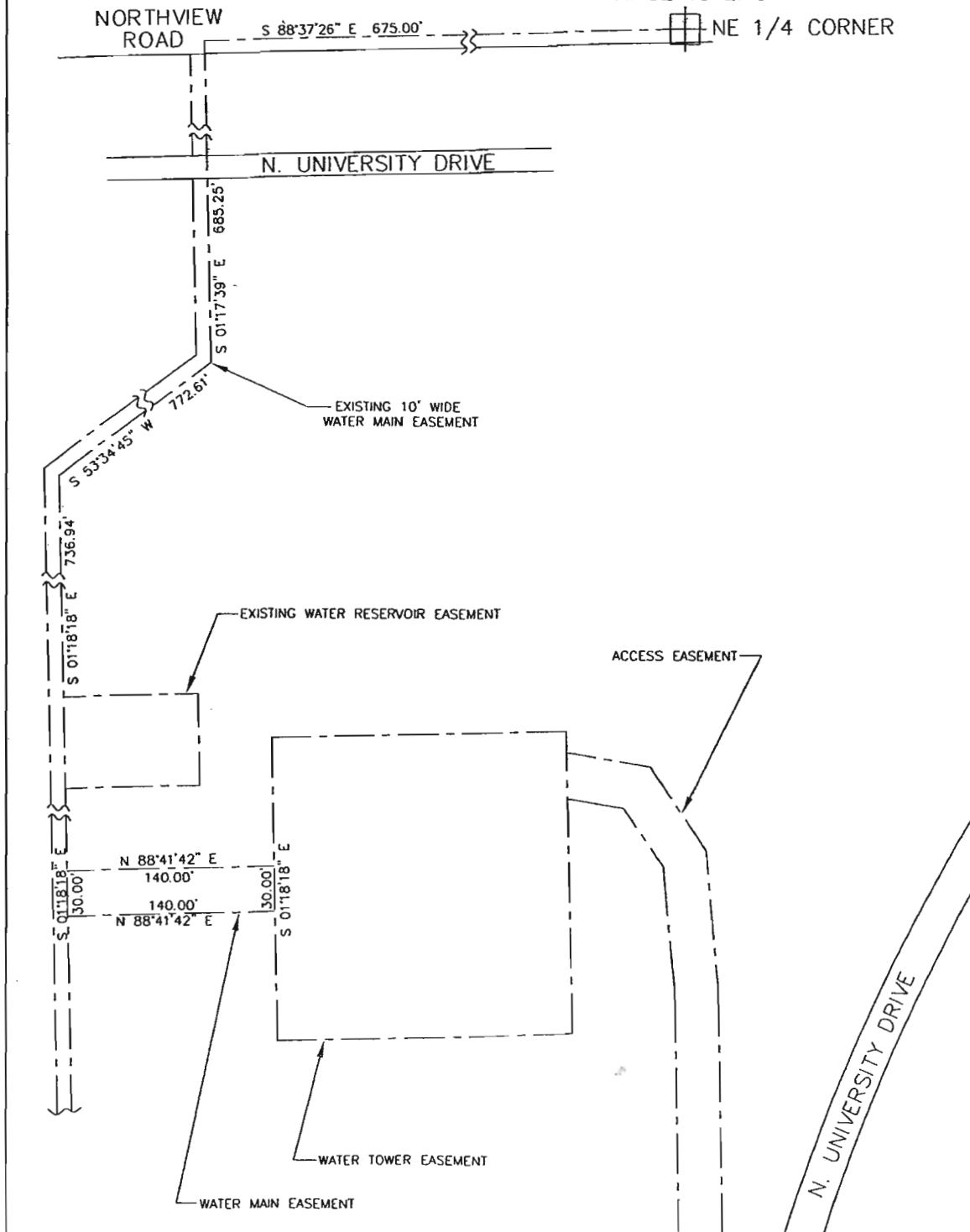
BEING A PART OF THE PARCEL DESCRIBED AS THE NORTHEAST 1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 19 EAST, CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

WATER MAIN EASEMENT DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE S 88°37'26" W, 675.00 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32; THENCE S 01°17'39" E, 685.25 FEET; THENCE S 53°34'45" W, 772.61 FEET; THENCE S 01°18'18" E, 736.94 FEET TO THE POINT OF BEGINNING OF THE HERIN DESCRIBED WATER MAIN EASEMENT; THENCE N 88°41'42" E, 140.00 FEET; THENCE S 01°18'18" E, 30.00 FEET; THENCE S 88°41'42" W, 140.00 FEET; THENCE N 01°18'18" W, 30.00 FEET TO THE POINT OF BEGINNING.

DESCRIBED EASEMENT CONTAINS 0.096 ACRES.

NE 1/4 SECTION 32  
TOWN 7 NORTH  
RANGE 19 EAST



000647 OCT 30 5

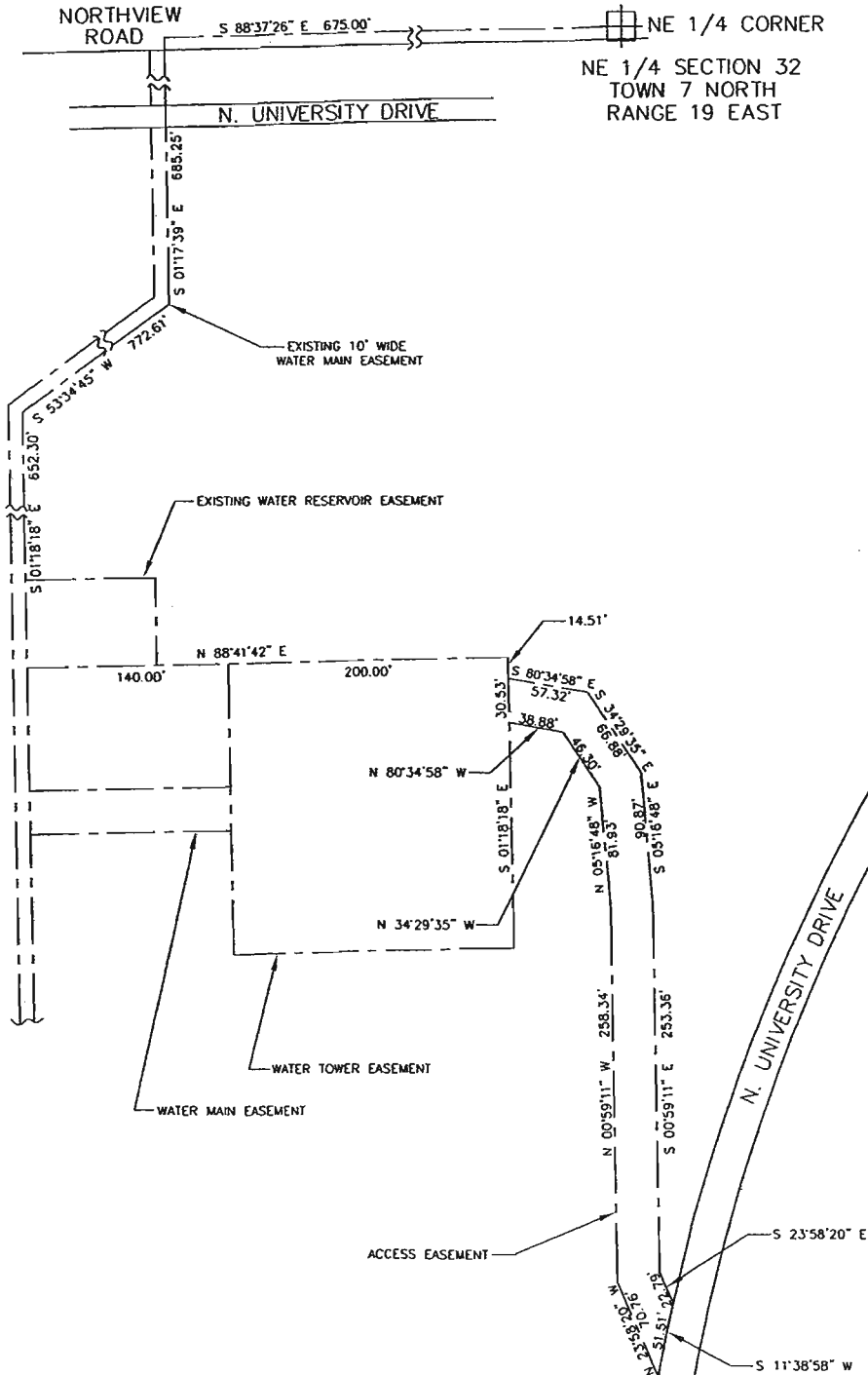
# EXHIBIT B ACCESS EASEMENT

BEING A PART OF THE PARCEL DESCRIBED AS THE NORTHEAST 1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 19 EAST, CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

ACCESS EASEMENT DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE S 88°37'26" W, 675.00 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32; THENCE S 01°17'39" E, 685.25 FEET; THENCE S 53°34'45" W, 772.61 FEET; THENCE S 01°18'18" E, 652.30 FEET; THENCE N 88°41'42" E, 140.00 FEET TO THE NORTHWEST CORNER OF THE WATER TOWER EASEMENT (EXHIBIT B1); THENCE N 88°41'42" E, 200.00 FEET TO THE NORTHEAST CORNER OF SAID EASEMENT; THENCE S 01°18'18" E, 14.51 FEET ALONG THE EAST LINE OF SAID EASEMENT TO THE POINT OF BEGINING OF THE HERIN DESCRIBED ACCESS EASEMENT; THENCE S 80°34'58" E, 57.32 FEET; THENCE S 34°29'35" E, 66.88 FEET; THENCE S 05°16'48" E, 90.87 FEET; THENCE S 00°59'11" E, 253.36 FEET; THENCE S 23°58'20" E, 22.79 FEET; THENCE S 11°38'58" W, 51.51 FEET; THENCE N 23°58'20" W, 70.76 FEET; THENCE N 00°59'11" W, 258.34 FEET; THENCE N 05°16'48" W, 81.93 FEET; THENCE N 34°29'35" W, 46.30 FEET; THENCE N 80°34'58" W, 38.88 FEET TO THE EAST LINE OF SAID WATER TOWER EASEMENT; THENCE N 01°18'18" W, 30.53 FEET ALONG THE EAST LINE OF SAID EASEMENT TO THE POINT OF BEGINING.

DESCRIBED EASEMENT CONTAINS 0.340 ACRES.



000648 OCT 30 15

# EXHIBIT "A"

**PROPERTY DESCRIPTION:**

All that part of the East 1/2 of Section 32, Township 7 North, Range 19 East, Town of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows: Beginning at the East 1/4 corner of Section 32; thence South 00° 02' 45" East along the East line of said Section 462.00 feet; thence South 89° 53' 34" West parallel to the East 1/4 line of said Section 907.01 feet; thence North 00° 02' 58" West 462.00 feet to a point on said East 1/4 line of Section 32; thence South 89° 53' 34" West along said East 1/4 line 429.96 feet to the East 1/8 corner; thence North 00° 00' 31" West along the East 1/8 line 2658.58 feet to the East 1/8 corner on the North line of Section 32; thence North 89° 55' 05" East along said North line 677.40 feet; thence due South parallel to the East line of Section 32, 330.00 feet; thence North 89° 55' 05" seconds East parallel to said North line 660.00 feet to a point on said East line of Section 32; thence due South along said East line 2327.99 feet to the place of beginning.

Excepting therefrom those lands conveyed to the City of Waukesha, by Quit Claim Deed recorded August 19, 1966 in Reel/Volume 1058, Image/page 625, as Document No. 668955, described as follows:

All that part of the East 1/2 of Section 32, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, lying within a 100 foot strip of land centered on the following described line:

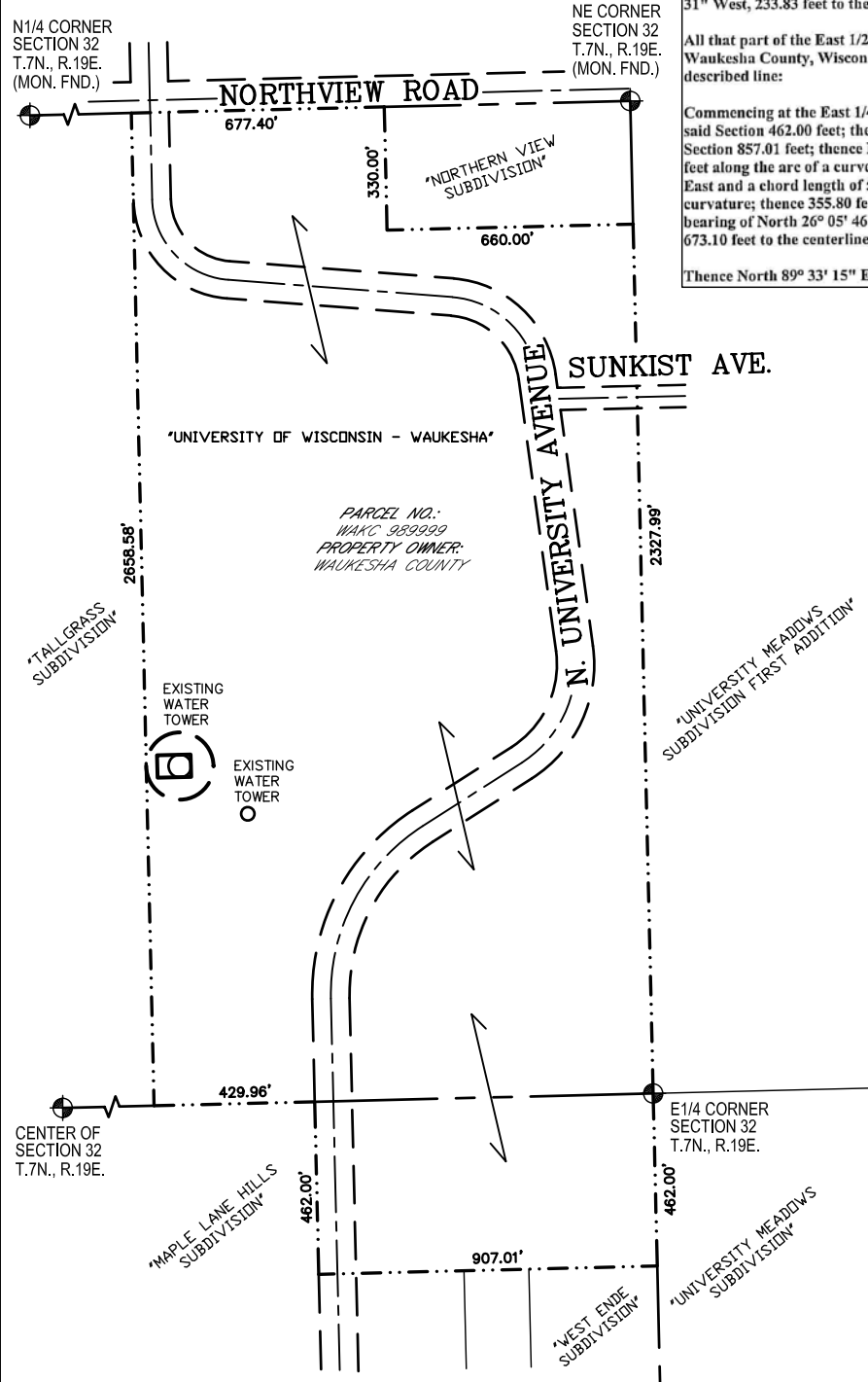
Commencing at the East 1/4 corner of Section 32; thence South 00° 02' 45" East along the East line of said Section 462.00 feet; thence South 89° 53' 34" West parallel to the East 1/4 line of said Section 857.01 feet to the point of beginning of the following described line:

Thence North 00° 02' 58" West, 737.47 feet to a point of curvature; thence 546.45 feet along the arc of a curve with a radius of 532.74 feet and chord bearing of North 29° 20' 09" East and a chord length of 522.81 feet; thence North 58° 43' 16" East, 315.27 feet to a point of curvature; thence 355.80 feet along the arc of curve with a radius of 312.43 feet; and a chord bearing of North 26° 05' 46" East, and a chord length of 336.89 feet; thence North 6° 31' 45" West, 673.10 feet to the centerline of Sunkist Avenue; thence continuing North 6° 31' 45" West, 60.83 feet to a point of curvature; thence 336.57 feet along the arc of a curve with a radius of 247.90 feet, a chord bearing of North 45° 25' 31" West and a chord length of 311.32 feet; thence North 84° 19' 16" West, 602.42 feet to point of curvature; thence along the arc of a curve, 325.06 feet with a radius of 220.91 feet and a chord bearing of North 42° 09' 54" West and a chord length of 296.53 feet; thence North 0° 0' 31" West, 233.83 feet to the centerline of a 66 foot right of way known as Northview Road; Also

All that part of the East 1/2 of Section 32, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, lying within a 60 foot strip of land centered on the following described line:

Commencing at the East 1/4 corner of Section 32; thence South 0° 2' 45" East along the East line of said Section 462.00 feet; thence South 89° 53' 34" West and parallel to the East 1/4 line of said Section 857.01 feet; thence North 0° 02' 58" West, 737.47 feet to a point of curvature; thence 546.45 feet along the arc of a curve with a radius of 532.74 feet, and chord bearing of North 29° 20' 09" East and a chord length of 522.81 feet; thence North 58° 43' 16" East, 315.27 feet to a point of curvature; thence 355.80 feet along the arc of a curve with a radius of 312.43 feet and a chord bearing of North 26° 05' 46" East, and a chord length of 336.89 feet; thence North 6° 31' 45" West, 673.10 feet to the centerline of Sunkist Avenue and the point of beginning.

Thence North 89° 33' 15" East, 267.95 feet to the East line of the University Property.



# EXHIBIT "B"

## LEASE PARCEL

A part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Thirty-Two (32), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin, containing 150 square feet (0.003 acres) of land and being described by:

Commencing at the East Quarter Corner of said Section 32; thence S88°-35'-47"W 1337.64 feet along the South line of the NE1/4 of said Section 32 to the West line of the SE1/4 of the NE1/4 of said Section 32; thence N01°-18'-50"W 927.97 feet along said West line; thence N88°-41'-10"E 36.88 feet to the point of beginning thence N88°-32'-08"E 15.00 feet; thence S01°-27'-52"E 10.00 feet; thence S88°-32'-08"W 15.00 feet; thence N01°-27'-52"W 10.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

## 20 FOOT WIDE INGRESS/EGRESS EASEMENT

A part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Thirty-Two (32), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin, containing 18,091 square feet (0.415 acres) of land and being Ten (10) feet each side of and parallel to the following described line:

Commencing at the East Quarter Corner of said Section 32; thence S88°-35'-47"W 1337.64 feet along the South line of the NE1/4 of said Section 32 to the West line of the SE1/4 of the NE1/4 of said Section 32; thence N01°-18'-50"W 927.97 feet along said West line; thence N88°-41'-10"E 36.88 feet; thence N88°-32'-08"E 15.00 feet; thence S01°-27'-52"E 10.00 feet; thence S88°-32'-08"W 15.00 feet; thence N01°-27'-52"W 5.00 feet to the point of beginning; thence S88°-32'-08"W 10.00 feet; thence S01°-27'-52"E 70.60 feet; thence S54°-39'-48"E 40.13 feet; thence S80°-16'-59"E 31.78 feet; thence N58°-53'-35"E 56.64 feet; thence S81°-10'-00"E 46.98 feet; thence N74°-21'-03"E 68.33 feet; thence N89°-15'-34"E 59.23 feet; thence S80°-34'-48"E 107.40 feet; thence S34°-29'-35"E 56.59 feet; thence S05°-16'-48"E 86.40 feet; thence S00°-59'-11"E 270.49 feet to a point on the West line of North University Drive and the point of termination. The side lot lines of said easement shall be shortened or lengthened to terminate on the West line of North University Drive.

## 8 FOOT WIDE UTILITY EASEMENT

A part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Thirty-Two (32), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin, containing 957 square feet (0.022 acres) of land and being Four (4) feet each side of and parallel to the following described line:

Commencing at the East Quarter Corner of said Section 32; thence S88°-35'-47"W 1337.64 feet along the South line of the NE1/4 of said Section 32 to the West line of the SE1/4 of the NE1/4 of said Section 32; thence N01°-18'-50"W 927.97 feet along said West line; thence N88°-41'-10"E 36.88 feet; thence N88°-32'-08"E 15.00 feet; thence S01°-27'-52"E 10.00 feet; thence S88°-32'-08"W 15.00 feet; thence N01°-27'-52"W 2.00 feet to the point of beginning; thence S88°-32'-08"W 19.51 feet; thence S01°-18'-50"E 81.30 feet; thence S66°-28'-01"W 18.79 feet to a point in the West line of the SE1/4 of the NE1/4 of said Section 32 and the point of termination. The side lot lines of said easement shall be shortened or lengthened to terminate on the West line of the SE1/4 of the NE1/4 of said Section 32.

