

Temporary Limited Easement

Document number

This Temporary Limited Easement is Granted by KJJ Real Estate, LLC (“KJJ”) to the City of Racine Wastewater Utility (“Utility”).

WHEREAS, KJJ is the fee holder of certain real property in the Village of Mount Pleasant, Racine County, Wisconsin as more particularly described in Exhibit A (the “Property”); and

WHEREAS, the Utility requested that KJJ grant a temporary limited easement over a portion of the Property as more particularly described in Exhibit B (the “TLE Property”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, KJJ and the Utility agree as follows:

Name and Return Address:

H. Stanley Riffle
730 N. Grand Avenue
Waukesha, WI 53186

Tax Parcel:

151-03-23-32-064-000

Grant of Easement. KJJ grants to the Utility, and its licensees, a temporary easement within the TLE Property. The easement shall be for purposes of supporting construction of an underground wet weather basin. The TLE will be used primarily for minor grading and for installation of excavation support tie backs to support the excavation for the wet weather basin to prevent the walls from caving in during construction as part of an excavation support system (anticipated to be a soldier pile/timber lagging system). The earth anchors will likely be between 30 and 50-feet long and be installed a minimum of 10 feet below grade within the TLE and a minimum of 20 feet below the existing ATC Easement. The earth anchors shall be abandoned in place after construction and may be removed by KJJ at any time after termination of this easement.

1. Indemnification. The Utility shall indemnify KJJ from and against all losses, costs (including reasonable attorneys’ fees), injury, death or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the Utility’s activities conducted on the TLE Property, regardless of the cause of the injury, except to the extent caused by the gross negligence or misconduct of KJJ or its agents or employees.
2. Consistent Use Allowed. KJJ reserves the right to use the TLE Property for purposes that will not interfere with the Utility’s full enjoyment of the easement rights granted in this agreement.
3. Restoration of TLE Property. Following use of the TLE Property, the Utility shall restore the surface of such TLE Property disturbed by any such use to substantially the same condition that existed prior to the disturbance.

4. Duration of TLE. This Temporary Limited Easement and all rights related thereto shall commence on January 1, 2024 and shall terminate on December 31, 2025.
5. Successors and Assigns. All of the obligations of the parties under this Agreement shall bind and inure to the benefit of its respective heirs, personal representatives, successors, grantees, and assigns and the restrictions, covenants, and obligations pertaining to this Agreement shall run with the land and shall continue until this Agreement expires.
6. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
7. Notices. Notices to the Utility shall be given to the Utility at its offices. Notices to KJJ shall be given to KJJ at the address to which property tax bills for the Property are to be sent. All notices shall be sent by registered or certified mail, return receipt requested.
8. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
9. Amendments. This Agreement may be amended only by a writing signed by the then current owners of all of the parcels comprising the Property.

[Signature Pages Follows]

Dated this _____ day of _____, 2024.

KJJ REAL ESTATE, LLC

By: _____
James Poulsen, Manager

Acknowledgements

State of Wisconsin)
) SS
County of Racine)

Personally came before me this _____ day of _____, 2024, the above named James Poulsen, Manager, to me known to be the person who executed the foregoing instrument and acknowledged the same.

 [print name]
Notary Public, Racine County, WI
My commission expires: _____.

RACINE WASTEWATER UTILITY

By: _____
Nate Tillis, Director

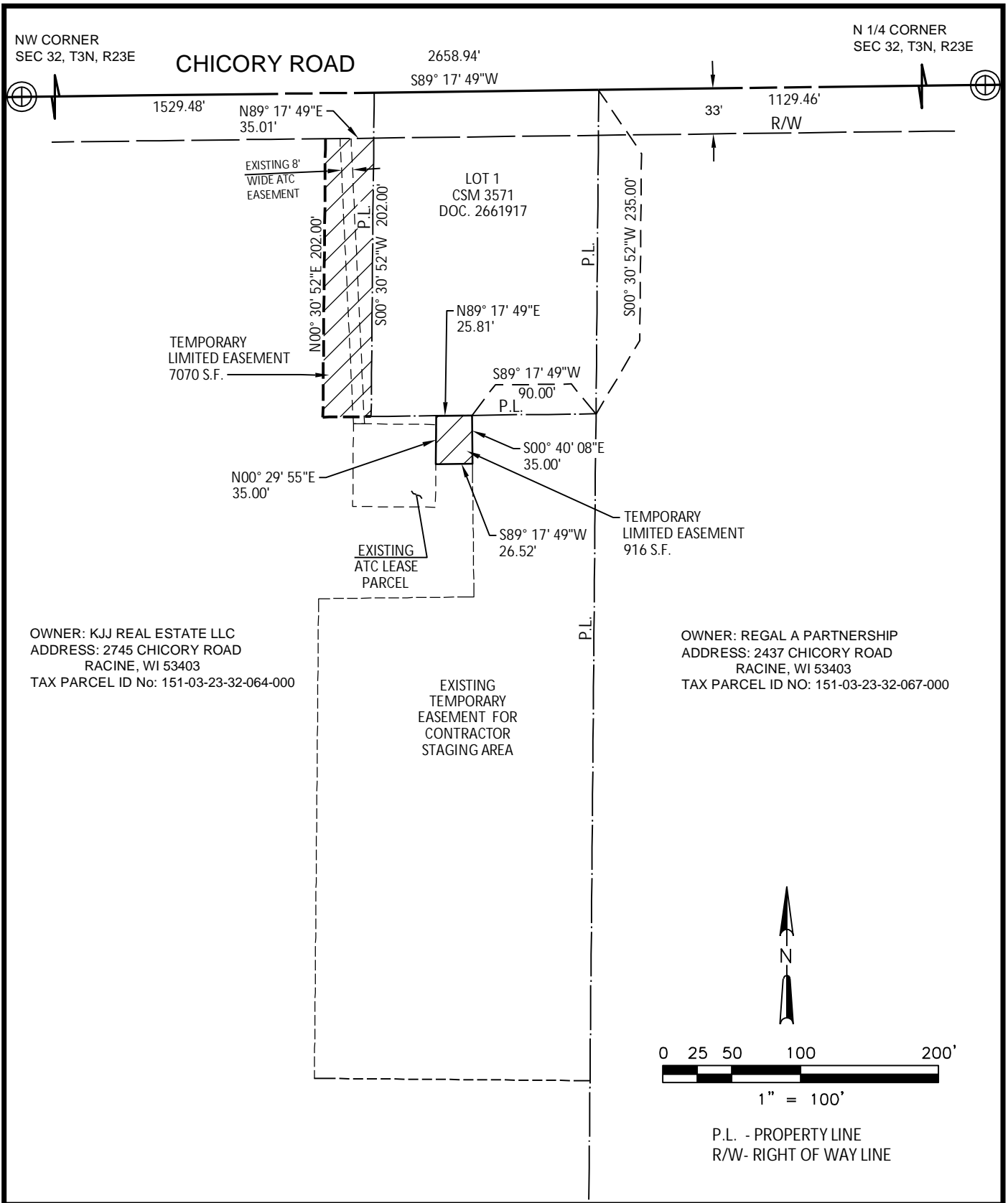
State of Wisconsin)
) SS
County of Racine)

Personally came before me this _____ day of _____, 2024, the above named Nate Tillis, Director of the Racine Wastewater Utility to me known to be the person who executed the foregoing instrument and acknowledged the same.

 [print name]
Notary Public, Racine County, WI
My commission expires: _____.

This document was drafted by:
H. Stanley Riffle, Esq.

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TEMPORARY LIMITED EASEMENT EXHIBIT MAP
KJJ REAL ESTATE LLC
PART OF THE NW 1/4 OF SECTION 32, T3N, R23E
VILLAGE OF MT PLEASANT, RACINE COUNTY, WISCONSIN



EXHIBIT
1411.010