

RETENTION POND EASEMENT

(Development Name)
(Address)
(Tax Key)

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and _____, a _____ Corporation, as owner (including successors and assign's of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property particularly described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a storm sewer, associated manholes, inlets, end sections, and retention pond, all as shown on the plan attached hereto as Exhibit "B."; and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the _____ of Section _____ (_____), Township Five (5) North, Range Twenty-one(21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

That said Facilities are for the control of discharge, and the conducting and carrying away of stormwater by means of a detention basin and an underground storm sewer and for the installation, operation, use and necessary repair and maintenance, including reconstruction of such detention basin and underground storm sewer in the City of Franklin, Milwaukee County, Wisconsin, said easement being described hereinafter. The cost of excavation and pipe replacement will not be charged to the City of Franklin. This expense is to be the responsibility of the Grantor. Any future maintenance expenses incurred in order to maintain or reconstruct such detention basin and underground storm sewer shall be borne by the Homeowners Association. In the event that the detention basin shall become inadequate in capacity, eroded, stagnant, overgrown, or unsightly, the City of Franklin may order the Homeowners Association to provide necessary repair and maintenance. Should this repair and maintenance not be completed in a timely manner, the City of Franklin will contract to provide these necessary repairs and maintenance and assess each property owner for the cost of these repairs and maintenance, plus the City of Franklin's administrative cost. The total cost shall be divided and assessed at an equal rate to each property owner. This easement is a permanent easement and will bind the parties and their successors in interest and assigns.

MORTGAGE HOLDER CONSENT

The undersigned, _____, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20____, as Document No. _____, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, as of the day and year first above written.

a Wisconsin Banking Corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)

ss

COUNTY OF MILWAUKEE)

On this, the _____ day of _____, 20____, before me, the undersigned, personally appeared _____, the _____ of _____, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: _____

Notary Public _____

State of _____

County of _____

My commission: _____

This instrument was drafted by the City of Franklin.

Approved as to contents

Manager of Franklin Municipal Water Utility

Date: _____

Approved as to form only

City Attorney

Date: _____

Exhibit A

(Description of the Property)

Exhibit B

(Depiction of the Facilities)

Exhibit C

(Description of Easement Area)