

SEWER EASEMENT

Document Number

Document Title

SEWER EASEMENT

SE-2844

In C.S.M. No. 6922, Parcels 1 and 2 and  
in C.S.M. No. 6921, Parcel 4

**Drafted by:**

City of Milwaukee  
Department of Public Works

Recording Area

Name and Return Address

City of Milwaukee  
Department of Public Works  
Infrastructure Services Division  
Environmental Engineering Section  
841 North Broadway – Room 820  
Milwaukee, WI 53202

361-1961-100 and 361-1962-000  
Parcel Identification Number (PIN)

**THIS SEWER EASEMENT** (the “EASEMENT”), made as of \_\_\_\_\_, 20\_\_\_\_, is from \_\_\_\_\_ (“Grantor”) to the CITY OF MILWAUKEE (“City”), a municipal corporation, and is for good and valuable consideration, the receipt and sufficiency of which are acknowledged.

1. **Grantor Parcel; Easement Area.** Grantor owns property in the City of Milwaukee, Wisconsin, with addresses of 201 West Pleasant Street and 1500 North 2<sup>nd</sup> Street, and tax key numbers of 361-1961-100 and 361-1962-000 (the “Parcels”), and Grantor is willing to grant to City a permanent easement in and to a part of these Parcels - which part is herein called the “Easement Area.” The Easement Area is legally described on EXHIBIT A attached and is depicted on EXHIBIT B attached (Plan File No. 198-7-9).

2. **Easement Grant.** Grantor grants to City, and City accepts, a permanent easement in and to the Easement Area, together with the right of ingress and egress to the Easement Area, so City may enter the Parcel to use the Easement Area. Within the Easement Area, City may construct, operate, maintain, inspect, repair, enlarge, reconstruct, replace, and relocate, as City deems necessary, a 72-inch combined sewer and related facilities and appurtenances (collectively, the “Facilities”).

3. **City Facilities Maintenance.** City is responsible for maintaining the Facilities.

**4. Easement Area Restriction.** No structures or improvements may be constructed within the Easement Area by Grantor except ordinary lawns, walkways, roadways, driveways and parking-lot surfacing (“**Permitted Improvements**”). If, in exercising City’s rights hereunder, City causes damage to, or removes, any Permitted Improvements, City shall replace or repair same, at City expense to substantially the same condition as existed previously. In no case shall the City be responsible for replacing aesthetic plantings. The parties acknowledge that there are already existing improvements within the Easement Area that are not Permitted Improvements under this Agreement and may interfere with City’s use of the Easement Area. Should these existing improvements need to be removed or become damaged because of City’s use of the Easement Area, Grantor shall be liable for any costs to remove or repair the existing improvements. The locations of these improvements are shown on Exhibit B and include the following:

1. Brick columns and their associated footings and foundations, and steel archway located at West Cherry Street. The archway spans approximately 40’ and is centered in the former 80’ right-of-way of North 2<sup>nd</sup> Street.
2. Brick columns and their associated footings and foundations, and steel archway centered in a brick wall and their associated footings and foundations with two entry gates at North Dr. Martin Luther King Jr. Drive. The brick wall spans the former 80’ right-of-way of West Galena Street.

**5. Hold Harmless.** City will hold Grantor harmless from loss or injury resulting from City’s willful or negligent acts or omissions under this Easement. Grantor will hold City harmless from loss or injury resulting from Grantor’s willful or negligent acts or omissions under this Easement. If there is joint negligence or culpability on the part of City and Grantor, liability shall be borne by them, respectively, in proportion to their respective negligence or culpability. The foregoing provisions are subject to legal defenses available, respectively, to City and to Grantor.

**6. Grantor Construction.** If Grantor constructs any structure, building, or improvement adjacent to the Easement Area, or any Permitted Improvement within the Easement Area, or if Grantor undertakes any other work within the Easement Area, Grantor assumes liability for any damage to the Facilities in the Easement Area.

**7. Charge.** No charge will be made against the Parcel or Grantor for the cost of construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation of the Facilities in the Easement Area, except (a) when Grantor applies for a permit or approval to connect to the Facilities, the regular and customary connection permit fee in effect at the time of application shall be paid, and Grantor shall connect per City requirements, and (b) the sewer maintenance, user fees, and other sewer fees in effect for all City of Milwaukee serviced properties that are chargeable to or against real property or owners, shall be paid.

**8. Access.** The Facilities and Easement Area shall be accessible to City at all times.

**9. Prior Approval of Certain Work.** Prior to undertaking any work below surface within the Easement Area, and prior to any underground installation within the Easement Area, and prior to any surface-grade alteration within the Easement Area that would raise or lower the surface

elevation by 1 foot or more, then, in any such event, Grantor shall first submit plans therefore to the City for approval by the City's Commissioner of Public Works ("**DPW Commissioner**"), and any such work, installation or alteration, requires prior approval of the DPW Commissioner.

**10. Recording; Miscellaneous.** This Easement **(a)** shall be recorded with the Milwaukee County Register of Deeds by City, **(b)** is governed by Wisconsin law, **(c)** may only be amended by written instrument signed by all parties, and **(d)** is binding on successors, assigns, and heirs. Grantor has full right and authority to enter, and grant, this Easement.

**11. Public Right-of-Way.** If the Easement Area, or any part thereof, becomes public right-of-way, Grantor's rights hereunder as to such shall terminate but the Easement shall not.

IN WITNESS WHEREOF, THE PARTIES HERETO caused this Easement to be executed by their authorized signatories as of the date first written above.

CITY: CITY OF MILWAUKEE

By: Ghassan Korban  
Ghassan Korban, Commissioner  
Dept. of Public Works

Countersigned:

By: Martin Matson  
Martin Matson, Comptroller 10

City Common Council Resolution File No. \_\_\_\_\_, adopted on \_\_\_\_\_.

**CITY ATTORNEY APPROVAL/AUTHENTICATION**

\_\_\_\_\_, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the City representatives above per M.C.O. § 304-21, and also authenticates the signatures of those City representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).

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

Name Printed: \_\_\_\_\_  
Assistant City Attorney  
State Bar No. \_\_\_\_\_  
Date: \_\_\_\_\_

1047-2012-719:182700

GRANTOR: THE BREWERY WORKS, INC.

Sam Denny  
Name Printed: Sam Denny  
Title: Executive Vice President + General Manager

Nicholas Gutowski  
Name Printed: NICHOLAS GUTOWSKI  
Title: Maintenance Director

**GRANTOR NOTARY**

State of Wisconsin)  
)ss  
Milwaukee County)

Before me personally appeared the following signatories, SAMUEL H. DENNY AND NICHOLAS GUTOWSKI, to me known to be such person(s) who signed this document and acknowledged the same.

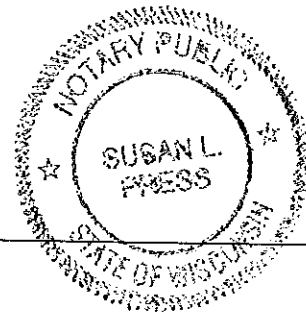
Date: 4/24/14

Susan L. Press  
Notary Public

Name Printed: SUSAN L. PRESS

My commission: expires 1/15/2017

[notarial seal]



**EXHIBIT A TO SEWER EASEMENT SE-2844**  
**LEGAL DESCRIPTION OF "EASEMENT AREA"**

In Parcels 1 and 2 of Certified Survey Map No. 6922, and in Parcel 4 of Certified Survey Map No. 6921 in the Southeast One-quarter (SE. ¼) of Section Twenty (20), Township (7) North, Range Twenty-two (22) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as flows:

**Parcel 1**

Commencing at the southeast corner of Parcel 1, C.S.M. No. 6922, said point being on the north line of West Cherry Street; said point also being the point of beginning; thence North 89° 52' 40" West 1.48 feet, along said north line, to a point; thence North 28° 20' 57" West 64.39 feet, to a point; thence North 00° 03' 50" West 377.39 feet, to a point; thence North 59° 19' 0" West 44.64 feet, to a point; thence South 89° 56' 10" West 332.23 feet, to a point, said point being on the east line of North Dr. Martin Luther King Jr. Drive; thence North 00° 01' 00" East 30.00 feet along said east line, to a point; thence North 89° 56' 10" East 340.47 feet, to a point; thence South 59° 19' 00" East 69.95 feet, to a point; thence South 00° 03' 50" East 386.89 feet, to a point; thence South 28° 20' 57" East 4.22 feet, to a point, said point being on the east line of said Parcel 1, C.S.M. No. 6922; thence South 00° 03' 50" East 60.54 feet, along said east line, to the point of beginning.

**Parcel 2**

Commencing at the southeast corner of Parcel 1, C.S.M. No. 6922, said point being on the north line of West Cherry Street; said point also being the point of beginning; thence North 00° 03' 50" West 60.54 feet along the east line of said Parcel 1, C.S.M. No. 6922, to a point; thence South 28° 20' 57" East 97.13 feet, to a point, said point being on the north line of West Cherry Street; thence North 61° 33' 50" West 52.37 feet along said north line of West Cherry Street to the point of beginning.

**EXHIBIT B TO SEWER EASEMENT SE-2844**  
**DEPICTION OF "EASEMENT AREA"**  
**PLAN FILE NO. 198-7-9**