

WATER EASEMENT
W.E. 948

Document Number

Document Title

WATER EASEMENT
WE-948

In Lands
N/O The Fond Du Lac Freeway
From 490' E/O North 107th Street
To North 107th Street

Drafted by:

City of Milwaukee
Department of Public Works

Recording Area

Name and Return Address

Milwaukee Water Works
DPW – Water Engineering Section
841 North Broadway – Room 403
Milwaukee, WI 53202

115-9980-110

Parcel Identification Number (PIN)

THIS WATER EASEMENT (the “EASEMENT”), is made as of _____, 20____, is from Northtown Church (“Grantor”), as Grantor, to the CITY OF MILWAUKEE (“City”), a municipal corporation, as Grantee, and is for good and valuable consideration, receipt and sufficiency of which are acknowledged.

1. **Grantor Parcel; Easement Area.** Grantor owns property in the City of Milwaukee, Wisconsin, with an address of 708 North 107th Street, and a tax key number of 115-9980-110 (the “Parcel”), and Grantor is willing to grant to City a permanent easement in and to a part of that Parcel - which part is herein called the “Easement Area.” The Easement Area is legally described and depicted on **EXHIBIT A** attached.
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, an 8” water main (water infrastructure) and related facilities and appurtenances (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 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.

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 water maintenance, user fees, and other water 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.

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

<p>CITY: CITY OF MILWAUKEE</p> <p>By: _____ Ghassan Korban, Commissioner Dept. of Public Works</p> <p>Countersigned:</p> <p>By: _____ Michael J. Daun, Deputy Comptroller</p> <p>City Common Council Resolution File No. _____.</p> <p>CITY ATTORNEY APPROVAL/AUTHENTICATION</p> <p>_____, 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).</p> <p>By: _____</p> <p>Name Printed: _____ Assistant City Attorney State Bar No. _____ Date: _____</p> <p>CAO doc no 178786</p>	<p>GRANTOR:</p> <p>_____</p> <p>Name Printed: _____</p> <p>_____</p> <p>Name Printed: _____</p> <p>GRANTOR NOTARY</p> <p>State of Wisconsin))ss Milwaukee County)</p> <p>Before me personally appeared the following signatories, _____, to me known to be such person(s) who signed this document and acknowledged the same.</p> <p>Date: _____</p> <p>_____</p> <p>Notary Public</p> <p>Name Printed: _____</p> <p>My commission: _____</p> <p>[notarial seal]</p>
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EXHIBIT A TO WATER EASEMENT W.E. 948 – Page 1 of 2

LEGAL DESCRIPTION & DEPICTION OF “EASEMENT AREA”

In Lands in the Northwest One-quarter (NW. ¼) of Section Twenty (20), Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Northeast corner of North 107th Street and the Fond Du Lac Freeway; thence North 01° 25' 08" West, along the east line of North 107th Street, 17.51 feet to a point; thence South 46° 24' 55" East, 10.36 feet to a point; thence southeasterly 258.76 feet along the arc of a curve, whose center lies to the southwest, whose radius is 625.62 feet, and whose chord bears South 72° 19' 46" East, 256.91 feet to a point; thence South 48° 14' 49" East, 54.74 feet to a point, said point being on the north line of Lot 3, C.S.M. No. 4116; thence South 89° 04' 45" West, along said north line, 2.99 feet to a point; said point being on the northeast line of the Fond Du Lac Freeway; thence northwesterly 311.16 feet along the arc of a curve, whose center lies to the southwest, whose radius is 614.62, and whose chord bears North 70° 13' 56" West, along said northeast line, to the point of beginning.