

Infrastructure Services Division  
Environmental Engineering Section  
RJR/gw

SE-2688

A 12-foot wide easement located in Vacated South 29<sup>th</sup> Street from a point 675± feet north of West Oklahoma Avenue to a point 259± feet north of West Oklahoma Avenue.

EASEMENT

THIS INDENTURE, Made by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and Aurora Healthcare, Inc., a Wisconsin corporation, owner, (including heirs, personal representatives, successors or assigns, of above owner, as may be or may become applicable) hereinafter called "Grantor".

WITNESSETH

WHEREAS, The city desires to acquire a permanent EASEMENT as shown on attached plan, File Number 198-1-1, with the right of entry in and across the property hereinafter described and with the right to construct, operate, maintain, inspect, repair, enlarge, reconstruct and relocate, as may be or may become applicable, the following FACILITIES and appurtenances thereto, hereinafter called, "FACILITIES", in said property, namely sewers; and

WHEREAS, the Grantor desires to construct portions of a building, hereinafter referred to as "Improvements", over a portion of said EASEMENT; and

WHEREAS, the City shall allow the construction of said Improvements in the EASEMENT area subject to the conditions that follow;

NOW, THEREFORE, in consideration of the grant of the EASEMENT for aforementioned FACILITIES hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner interested in the land hereinafter described, does hereby grant unto the City a permanent EASEMENT for aforementioned FACILITIES with the right of entry in and across the property hereinafter described and with the right to construct, operate, maintain, inspect, repair, enlarge, reconstruct and relocate, as may be or may become applicable, the FACILITIES in and across the following described property in that part of the Southeast ¼ (SE ¼) of Section 12, Township 6 North, Range 21 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:

Commencing at the point of intersection of the west line of Lot 1, in Block 1 of the J.M. Schneider's Subdivision No. 2, a recorded subdivision in said ¼ section, and the north line of West Oklahoma Avenue;

Thence west along the north line of West Oklahoma Avenue 23.01

feet to a point;

Thence North  $1^{\circ}17'00''$  East 259.38 feet to the point of beginning of the land to be described;

Thence northwesterly 13.17 feet along the arc of curve whose center lies to the northeast, whose radius is 52.00 feet, and whose chord bears North  $64^{\circ}42'17''$  West 13.14 feet to a point;

Thence North  $1^{\circ}17'00''$  East 409.38 feet to a point;

Thence east 12.01 feet to a point;

Thence South  $1^{\circ}17'00''$  West 415.00 feet to the point of beginning.

The above described permanent EASEMENT is a part of Tax Key Number 510-0018-119.

UPON CONDITION:

1. The Owner is hereby permitted to construct the aforementioned Improvements over portions of the easement area.

2. That said FACILITIES shall be maintained and kept in good order and condition by the City.

3. The Owner shall submit three (3) sets of construction plans, including detailed foundation plans to the Commissioner of Public Works of the City for approval prior to commencing any construction work.

4. That the Owner hereby assumes all liability for any damage to the FACILITIES, and said Improvements or personal injuries to a person or persons resulting from construction, maintenance and use of said Improvements on, over and abutting said FACILITIES and said easement, and will save and keep the City clear and harmless at all times from any and all claims from any negligence on the part of the Owner, or of persons other than the City; and in case the City shall suffer or become liable for any loss or damage whatsoever resulting from negligence on the part of the Owner arising from or growing out of operating, inspecting, maintaining, repairing, reconstructing, enlarging or using said Improvements, then the Owner shall reimburse the City for the full amount of the loss or damage which the City may have sustained, or for which it may become liable; provided, however, that if any loss, cost or damage results from the joint negligence of the parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses, which, under law, the City is entitled to raise.

5. That any parts of said Improvements therein interfering with the right of full, ready and free access to said FACILITIES for the purpose of operating, inspecting, maintaining, repairing, reconstructing or enlarging said FACILITIES, shall be removed by the Owner at the request of the City at no cost to the City; provided that in the event the Owner fails within thirty (30) days after being requested in writing by the City to so remove any part of said Improvements, the City will do so at the cost of the Owner. However, in case of emergency, where in the judgment of the Commissioner of Public Works the potential for damage exists, the notice may be verbal and the 30-day period shall be waived.

6. That any subsequent costs for the replacement of any part of said Improvements shall be borne by the Owner at no cost to the City.

7. That any footings required for said Improvements over said FACILITIES within said easement limits shall be so designed and at such elevation that the weight of the Improvements will not bear on said FACILITIES.

8. That the Owner shall so construct said Improvements within said easement so that in the event it becomes necessary for the City to repair, reconstruct, enlarge, or relocate said FACILITIES provisions can be made to bring construction equipment into said easement area.

9. That in and during whatever construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation is or becomes necessary with respect to said FACILITIES, so much of the surface or subsurface of the property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance, except that in no

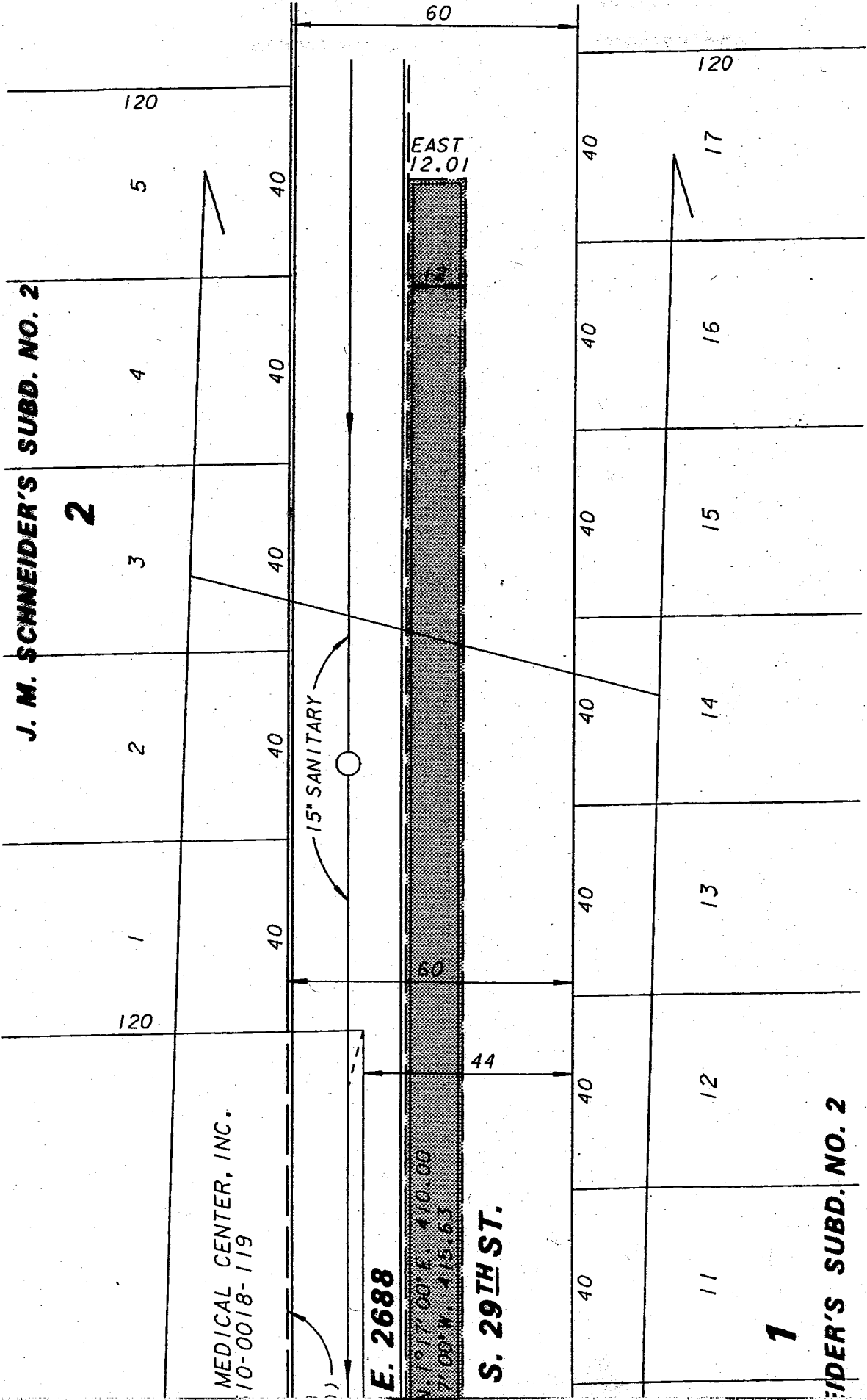
case shall the City be responsible for replacing or paying for replacing any improvements other than lawns, concrete walks, roadways, driveways, or parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save the Grantor harmless from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work with respect to said FACILITIES; provided, however, that if above loss, damage, injury or liability results from the joint negligence of the parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which, under law, the City is entitled to raise.

10. That no charges will be made against said lands at this time for the cost of construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation of said FACILITIES in the aforescribed EASEMENT. However, when the Grantor makes application for a permit to connect to said FACILITIES in the aforescribed EASEMENT, the regular and customary connection permit fee in effect at the time of application shall be charged and paid.

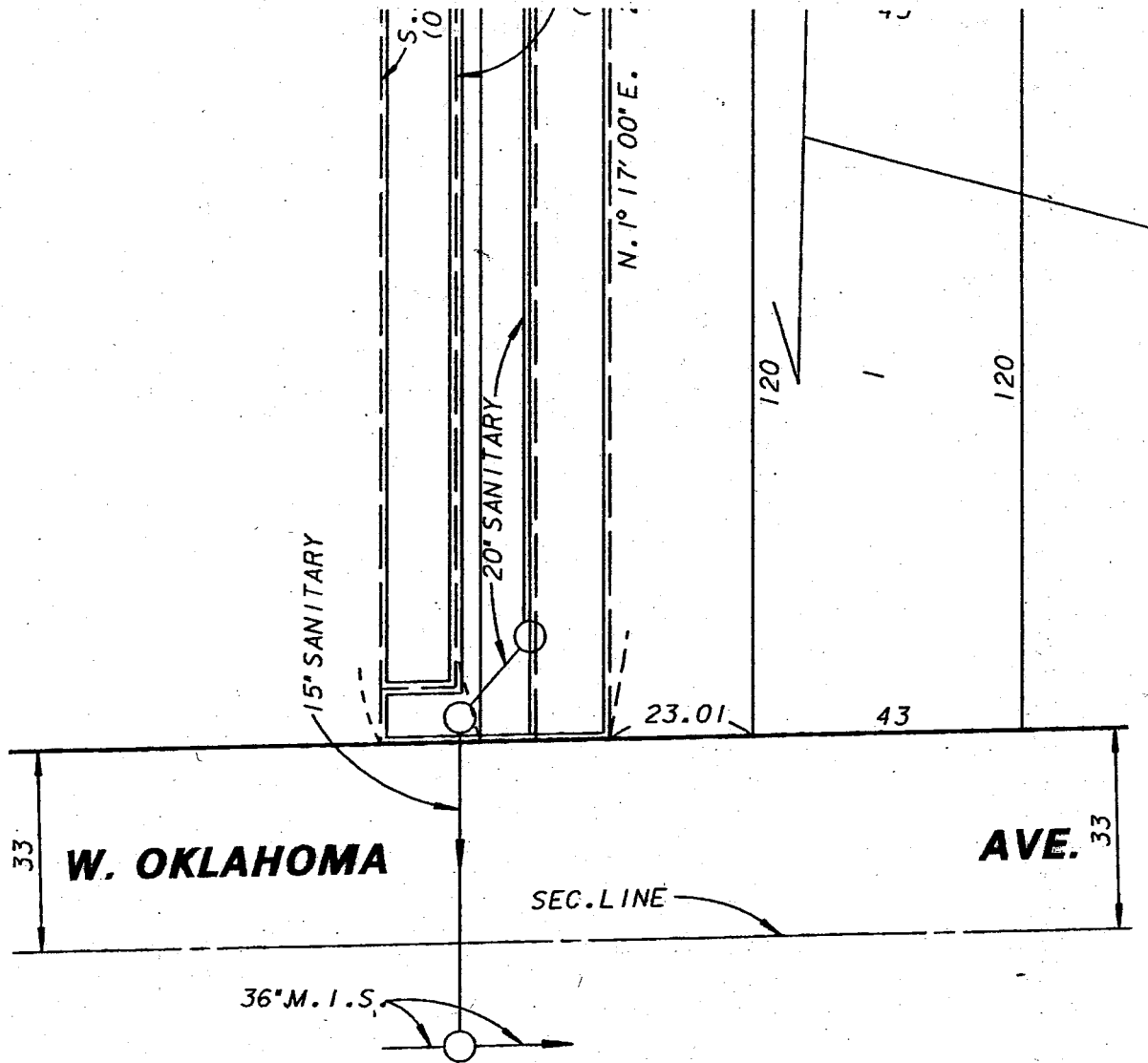
11. That the FACILITIES shall be accessible for maintenance at all times. The Grantor shall submit construction plans for approval by the Commissioner of Public Works of the City for any underground installation within the EASEMENT.

12. That this easement shall extend to and apply to both parties, City and Owner, including heirs, personal representatives, successors or assigns, as may be or may become applicable.









Sheet 3 of 3

<b>ENVIRONMENTAL ENGINEERING SECTION</b> INFRASTRUCTURE SERVICES DIVISION DEPARTMENT OF PUBLIC WORKS MILWAUKEE, WISCONSIN		
<b>PLAN OF SEWER EASEMENT</b>		
AREA IN S.E. 14 SEC. 12, T.6 N., R. 21 E.		
VACATED S. 29 <sup>TH</sup> STREET FROM 675' ± N. OF W. OKLAHOMA AVE. TO 259' ± N. OF W. OKLAHOMA AVE.		
SCALE 1" = 30'	ATLAS PAGE NO. 610	EASE NO. 2686
DRAWN BY ROZGA	CHECKED BY <i>PTB</i>	PROJ. ID. 4783
APPROVED <i>Timothy J. Thur</i>		DATE 12/27/00
APPROVED <i>Arthur Polanski</i>		FILE NO. 198-1-1