

**Sewer Easement
SE-2817**

Document Number

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

A rectangular easement located in vacated East Locust Street from the west line of the east ½ of vacated North Gordon Place extended to 15± feet east

Recording Area

315-9986-110

Parcel ID Number

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 LOCUST MILWAUKEE LLC, owner, (including heirs, personal representatives, successors or assigns, of above owner(s), as may be or may become applicable), hereinafter called "GRANTOR".

WITNESSETH

That, **WHEREAS**, the CITY desires to acquire a permanent underground EASEMENT, indicated as SE-2817 attached Exhibit "A", File Number 198-6-79, 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, in said property, namely a 21-inch diameter combined sewer, hereinafter called "FACILITIES."

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 Northeast ¼ of Section 16, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Beginning at the point of intersection of the west line of the east $\frac{1}{2}$ of vacated North Gordon Place and the north line of vacated East Locust Street;
Thence Easterly 15 feet along said north line to its point of intersection with the east line of vacated North Gordon Place;
Thence Southerly to a point lying 42 feet South of, as measured normal to, said north line;
Thence Westerly, parallel to said north line extended, 15 feet to a point in the southerly extension of the west line of the East $\frac{1}{2}$ of North Gordon Place;
Thence Northerly, along said southerly extension, 42 feet to the point of beginning.

The above described permanent EASEMENT is a part of Tax Key Number 315-9986-110.

UPON CONDITION:

1. That said FACILITIES shall be maintained and kept in good order and condition by the City.
2. That no structures may be constructed within the limits of the EASEMENT by the Grantor excepting improvements such as lawns, concrete walks, roadways, driveways and parking lot surfacing. The City will replace such damaged or removed lawns, concrete walks, roadways, driveways and parking lot surfacing, at its own cost, after making any necessary repairs, reconstruction, or enlargement of the FACILITIES in the EASEMENT.
3. 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 the City will in no case 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, its employees, agents and contractors, or its failure to comply with all local, state and federal environmental laws in connection with said work with respect to said FACILITIES or the City's use of the 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.
4. That, in connection with the construction by the Grantor of any structure or building adjacent to said EASEMENT, the Grantor will assume all liability for any damage to the FACILITIES in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the City, arising out of the construction by the Grantor of any structure or building adjacent to said EASEMENT, and shall reimburse the City for the full amount of such loss or damage.
5. That no additional charges will be made against said lands or Grantor for the cost of construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation of said FACILITIES in the aforescribed property. Excepting that 1) If 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 paid, and 2) The sewer maintenance, user fees or other sewer fees in effect for all City of Milwaukee serviced properties, that appear as charges to Grantor's herein described property, shall be paid.
6. That the FACILITIES shall be accessible for maintenance at all times. The Grantor shall submit plans for reasonable approval by the Commissioner of Public Works of the City for any underground installation within the EASEMENT.
7. That the Grantor shall submit plans for all surface grade alterations which would raise or lower the surface elevation by 1 foot or more within the limits of said EASEMENT. Said alterations shall be made only with the approval of the Commissioner of Public Works of the City, not to be unreasonably withheld.
8. That the Grantor shall be responsible for adjusting the elevations of all appurtenances necessitated by its alteration of surface elevations greater than one foot within the aforescribed property. Said adjustments shall be required to provide free access to all sewer appurtenances and shall be made only with the approval of the Commissioner of Public Works of the City.

N. DOUSMAN

ST.

E. ROADSMEET

E. LOCUST

ST.

SE-2817

ST.

N. GORDON

PL.

VACATED

21" COMB. SEWER (2003)

LOT 29 (SCHOOL LANDS)

TAXKEY NO. 315-9986-110

MILWAUKEE

RIVER

EXHIBIT "A"

ENVIRONMENTAL ENGINEERING SECTION
INFRASTRUCTURE SERVICES DIVISION
DEPARTMENT OF PUBLIC WORKS
MILWAUKEE, WISCONSIN

PLAN OF SEWER EASEMENT

AREA IN NE. 1/4 SEC.16, T. 7 N., R. 22 E.

VACATED E. LOCUST ST. FROM WEST LINE OF EAST 1/2 OF
VACATED N. GORDON PL. EXTENDED TO 15± FEET EAST

SCALE 1"= [] ATLAS PAGE NO. 315 EASE NO. SE 2817

DRAWN BY D. COOK CH'KD. BY R. PORTER W.O. NO. 478A

APPROVED [Signature] DATE 2/18/10

APPROVED [Signature] FILE NO. 198-6-79