

Sewer/Water Easement  
SE-2789B/WE-933B

Document Number

Please return Document to:

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

Sewer and Water Easement in West  
Flagg Avenue (extended) between North  
119<sup>th</sup> Street and North 121<sup>st</sup> Street

Recording Area

181-0623-000

Tax Key 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 Wendy and Chad Rosenthal, owner(s), (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 EASEMENT as shown on attached plan, File Number 198-6-45, 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 water mains.

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 Northwest ¼ of the Southwest ¼ of Section 30, Town 8 North, Range 21 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, as shown on the attached plan, File Number 198-6-45, bounded and described as follows, to-wit:

Commencing at the Northeast corner of said Southwest ¼ (SW ¼) of Section 30; thence South two minutes and twenty two seconds (00° 02' 22'') West, along the East line of said ¼ Section six hundred eighty-nine and twenty-six hundredths (689.26) feet to a point;

Thence South eighty-seven degrees, thirty-one minutes, and twenty-two seconds (87° 31' 22'') West, one thousand nine hundred twenty eight and forty-nine hundredths (1928.49) feet to a point;

Thence South two minutes, twenty-two seconds (00° 02' 22'') West, three hundred fifty-five and fifty-eight hundredths (355.58) feet to a point, such point being the Northwest corner of Parcel 3 of Certified Survey Map No. 7513 and the point of beginning of the easement to be described;

Thence North eighty-seven degrees, thirty-one minutes, and twenty-two seconds (87° 31' 22'') East, ninety four and ninety-seven hundredths (94.97) feet to a point, said point being the Northeast corner of said Parcel 3;

Thence South two minutes, twenty two seconds (00° 02' 22'') West, fifteen and two hundredths (15.02) feet to a point;

Thence South eighty-seven degrees, thirty-one minutes, and twenty-two seconds (87° 31' 22'') West, ninety four and ninety-seven hundredths (94.97) feet to a point;

Thence North two minutes, twenty two seconds (00° 02' 22'') East, fifteen and two hundredth (15.02) feet to the point of beginning.

The above described permanent EASEMENT is a part of Tax Key Number 181-0623-000.

#### 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 placed within the limits of the EASEMENT by the Grantor excepting that improvements such as lawns, concrete walks, roadways, driveways, and parking lot surfacing may be constructed, and that 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 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.

4. That, in connection with the construction by the Grantor of any structure or building abutting 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 abutting the said EASEMENT, and shall reimburse the City for the full amount of such loss or damage.

5. 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 property. 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.

6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 3.3.0 of the "Rules and Regulations Governing Water Services" dated 1985 and subsequent amendments thereto shall apply to all water services which are within the EASEMENT defined limits and also within the limits of any adjoining easements; except that the City of Milwaukee Water Works, a utility owned by the City of Milwaukee shall in no case be responsible for maintaining at its expense any portion of said water services outside of the EASEMENT defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Services".

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

8. That the Grantor shall submit plans for all surface grade alterations of plus or minus 1 foot or greater within the limits of said EASEMENT. Said alterations shall be made only with the approval of the Commissioner of Public Works of the City.

9. That the Grantor shall be responsible for adjusting the elevations of all sewer and water appurtenances necessitated by alteration of surface elevations within the aforescribed property. Said adjustments shall be required to provide free access to all sewer and water appurtenances and shall be made only with the approval of the Commissioner of Public Works of the City.

