

SEWER EASEMENT
Document Number
Document Title

**SEWER EASEMENT
SE-2488**

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

387-0369-111
Parcel Identification Number (PIN)

THIS SEWER EASEMENT (the “EASEMENT”), made as of _____, 2016, is from MillerCoors, LLC (“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 an address of 3701-31 West Highland Boulevard, and a tax key number of 387-0369-111 (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 on **EXHIBIT A** attached and is depicted on **EXHIBIT B** attached (Plan File No. 198-7-34).
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 36-inch diameter 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, parking-lot

surfacing ("Permitted Improvements"). 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 Owner, be replaced. The City will in no case be responsible for replacing or paying for replacing any improvements. In no case shall the City be responsible for replacing aesthetic plantings or said stoop and columns.

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, Commissioner
Dept. of Public Works

Countersigned: _____

By: _____
Martin Matson, Comptroller

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: MillerCoors, LLC

Patricia L. Crowley

Name Printed: Patricia L. Crowley
Director of Real Estate

Name Printed: _____

GRANTOR NOTARY

Illinois
State of Wisconsin
Ill)ss
(Illinois)
Milwaukee County)

Before me personally appeared the following signatories, Patricia L. Crowley, Director of Real Estate to me known to be such person(s) who signed this document and acknowledged the same.

Date: September 8, 2016

Cheryl Lynn Cabiness
Notary Public

Name Printed: Cheryl Lynn Cabiness

My commission: 01/01/2019

[notarial seal]

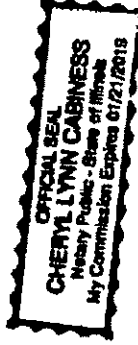


EXHIBIT A

LEGAL DESCRIPTION OF "EASEMENT AREA"

Easement in the NW ¼, Section 25, Township 7 North, Range 21 East, in the City of Milwaukee, Wisconsin, bounded and described as follows;

The southerly 30.00 feet of the northerly 45.00 feet of vacated West Linden Place between North 37th Street and vacated North 38th Street as originally platted as West State Street in Highland Home, a recorded subdivision in said N.W. ¼ Section.

N. 38TH ST.

N. 37TH ST.

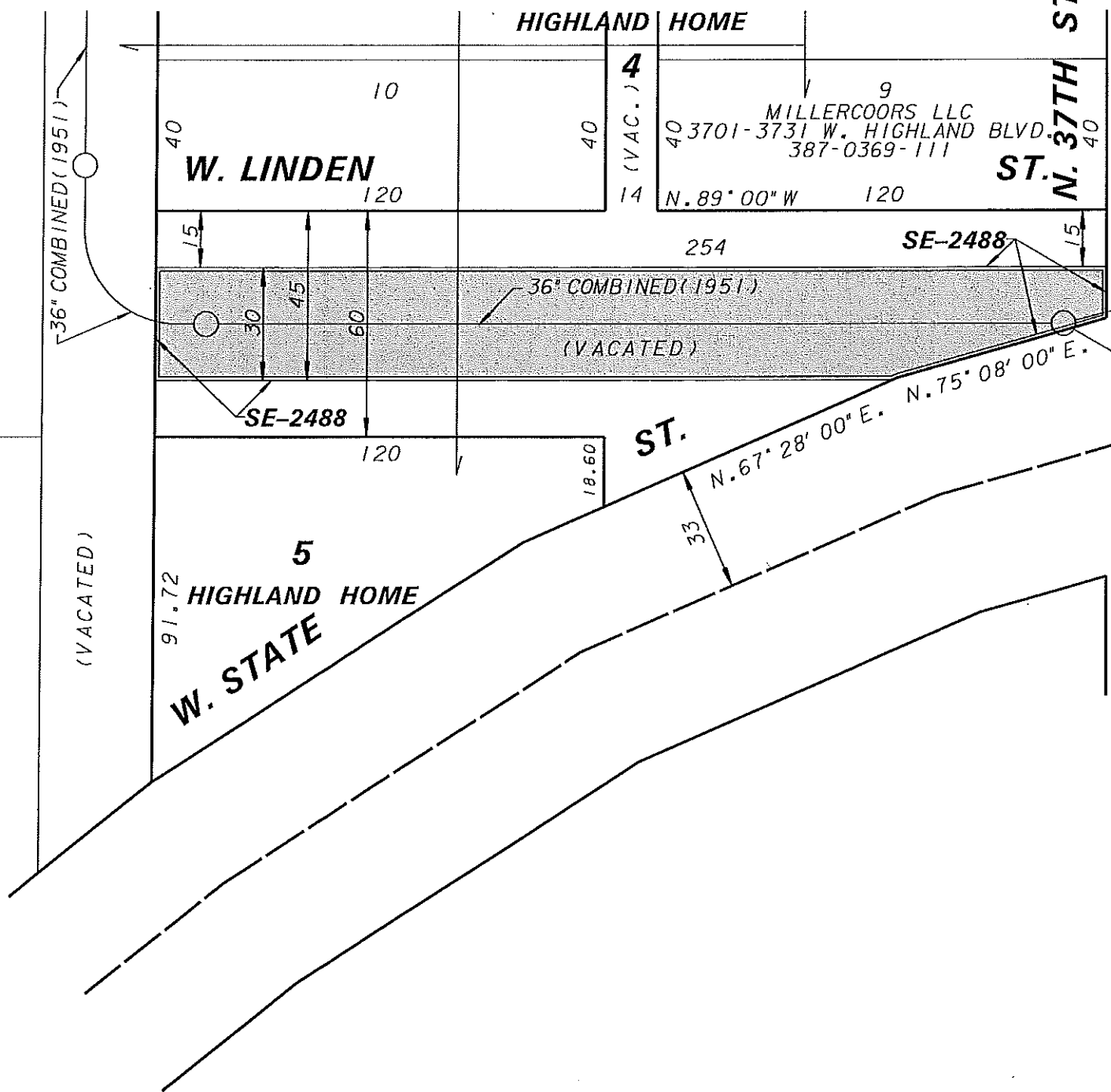


EXHIBIT "B"

ENVIRONMENTAL ENGINEERING SECTION			
INFRASTRUCTURE SERVICES DIVISION			
DEPARTMENT OF PUBLIC WORKS			
MILWAUKEE, WISCONSIN			
PLAN OF SEWER EASEMENT			
AREA IN	N.W.1/4 SEC.25, T.7 N., R.21 E.		
VACATED W. LINDEN PL. FROM N. 37TH ST.			
TO VACATED N. 38TH ST..			
SCALE 1"=	40'	ATLAS PAGE NO.	387
		EASE. NO.	SE 2488
DRAWN BY	JAWISE	CHKD. BY	P. VOTAVA
		W.O. NO.	
APPROVED	<i>Nade</i>		DATE
			09/15/2016
APPROVED	<i>[Signature]</i>		FILE NO.
			198-7-34