

CITY OF MILWAUKEE
 INFRASTRUCTURE
 SERVICES DIVISION-ADMIN.

2009 JUL 29 PM 2:45

Sewer Easement
 SE-2815

RECEIVED
 ENVIRONMENTAL ENGINEERING

2009 JUL 29 AM 10:00

FROM CITY ENGINEER			
	ORIG	COPY	REVIEW
JP			REPLY
CW			COMMENT
DM			DISTRIB
MA	X		INFO X
SP			COORD
			SEE ME
			ACTION
			RTN:

Document Number

Please return Document to:

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

An irregularly shaped easement located in the vacated portion of the alley located 130± feet north of West North Avenue between North 53rd Street and North 54th Street

Recording Area

329-0009-000, 329-0010-000

Parcel ID Number

FROM	DATE
MAA	7/29
ORIG	INVEST
MAA	REPLY
(TJT)	COMMENT
ZY	(ACTION)
RCB	INFO
NMJ	FILE
NW	COORD
	REVIEW
	SEE ME
	DISTRIB
SECT.	
SCAN	

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 NLJ Partners 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 EASEMENT for surface water drainage purposes as shown on attached Exhibit "A", File Number 198-6-76, over the property hereinafter described;

NOW, THEREFORE, in consideration of the grant of the EASEMENT for surface water drainage purposes 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 surface water drainage purposes with the right of entry in and across the property hereinafter described and with the right to maintain and inspect, as may be or may become applicable, the catch basin, drain and surface water drainage in and across that part of the east west 18-foot wide alley as platted in Block 1 of Cramer Subdivision, a recorded subdivision, in the SW ¼ of Section 14, Township 7 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 northwest corner of Lot 8 in said Block 1;
Thence Easterly, along the north line of Lots 8 and 9 in Block 1 aforesaid,
90.00 feet to the northeast corner of Lot 9;
Thence Northerly, along the northerly extension of the east line of Lot 9, to a
point in the centerline of said alley;
Thence Westerly, along said centerline, to a point in the southeasterly
extension of the easterly line of Lot 7 in said Block 1;
Thence Northwesterly, along the said southeasterly extension, to a point in the
south line of Lot 7;
Thence Westerly, along said south line, 88.87 feet to the southwest corner of
Lot 7;
Thence Southerly to the point of commencement.

The above described permanent EASEMENT is a part of Tax Key Numbers 329-0009-000 and 329-0010-000.

UPON CONDITION:

1. That the Grantor does expressly stipulate and agree to release the City from any and all claims or demands for damages, costs, loss of use expenses, consequential damage, or any other thing whatsoever arising out of the maintenance or use of the aforescribed property for surface water drainage purposes.

2. That the surface within the aforescribed property shall be maintained and kept in good order and condition by the Grantor to maintain surface drainage at no cost to the City.

3. That no structures may be constructed within the limits of the EASEMENT by the Grantor, excepting improvements such as lawns, concrete walks, roadways, driveways, fencing and parking lot surfacing. The bottom of any fence constructed by the Grantor over said EASEMENT shall be a minimum of six (6) inches above the surface of said EASEMENT. All structures within the easement shall be constructed and kept such that a clear and unobstructed flow of surface drainage is maintained.

4. That the City reserves unto itself the rights to enter into aforescribed property to operate, maintain, inspect, repair or reconstruct the existing catch basin and its drain.

5. That in and during whatever operation, maintenance, inspection, repair or reconstruction is or becomes necessary with respect to said existing catch basin and its drain, 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 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 catch basin and its drain; provided, however, that if above cost, 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; providing further, however, that these provisions are subject to the legal defenses which, under law, the City is entitled to raise.

6. That in connection with the construction by the Grantor of any structure or building abutting the aforescribed property, the Grantor will assume all liability for any damage to the catch basin and its drain in the aforescribed 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 persons other than the City arising out of the construction by the Grantor of any structure or building abutting the aforescribed property, and shall reimburse the City for the full amount of such loss or damage.

7. That no additional charges will be made against said lands for the cost of operation, maintenance, inspection, repair or reconstruction of said catch basin and its drain, in the aforescribed property. Excepting that all 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.

8. That the Grantor shall be responsible and pay all expenses for adjusting the elevations of all sewer appurtenances necessitated by alteration of surface elevations within the aforescribed property. Said adjustments shall be made as 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 of Milwaukee.

9. The owner shall submit plans for approval to the City for any underground installation within the EASEMENT.

IN WITNESS WHEREOF the GRANTOR has hereunto set its hands and seals

ON THIS DATE OF 7/21/09, 2009

NLI PARTNERS LLC

By: [Signature]
Neil Roman Guenther

Registered Agent
Title

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Before me personally appeared on this 21 day of JULY, 2009, the above named Neil Roman Guenther, as REGISTERED AGENT of NLI Partners LLC, to me known to be the person who executed the foregoing EASEMENT and acknowledged the same.

[Signature]
NOTARY PUBLIC, State of Wisconsin

My Commission Expires 2017



SIGNED IN MILWAUKEE COUNTY

This instrument was drafted by the City of Milwaukee.

Approved as to contents
[Signature]
CITY ENGINEER, Jeffrey S. Polenske, P.E.

7/1/09
Date

Approved as to form and execution

ASSISTANT CITY ATTORNEY, Gregg C. Hagopian

Date

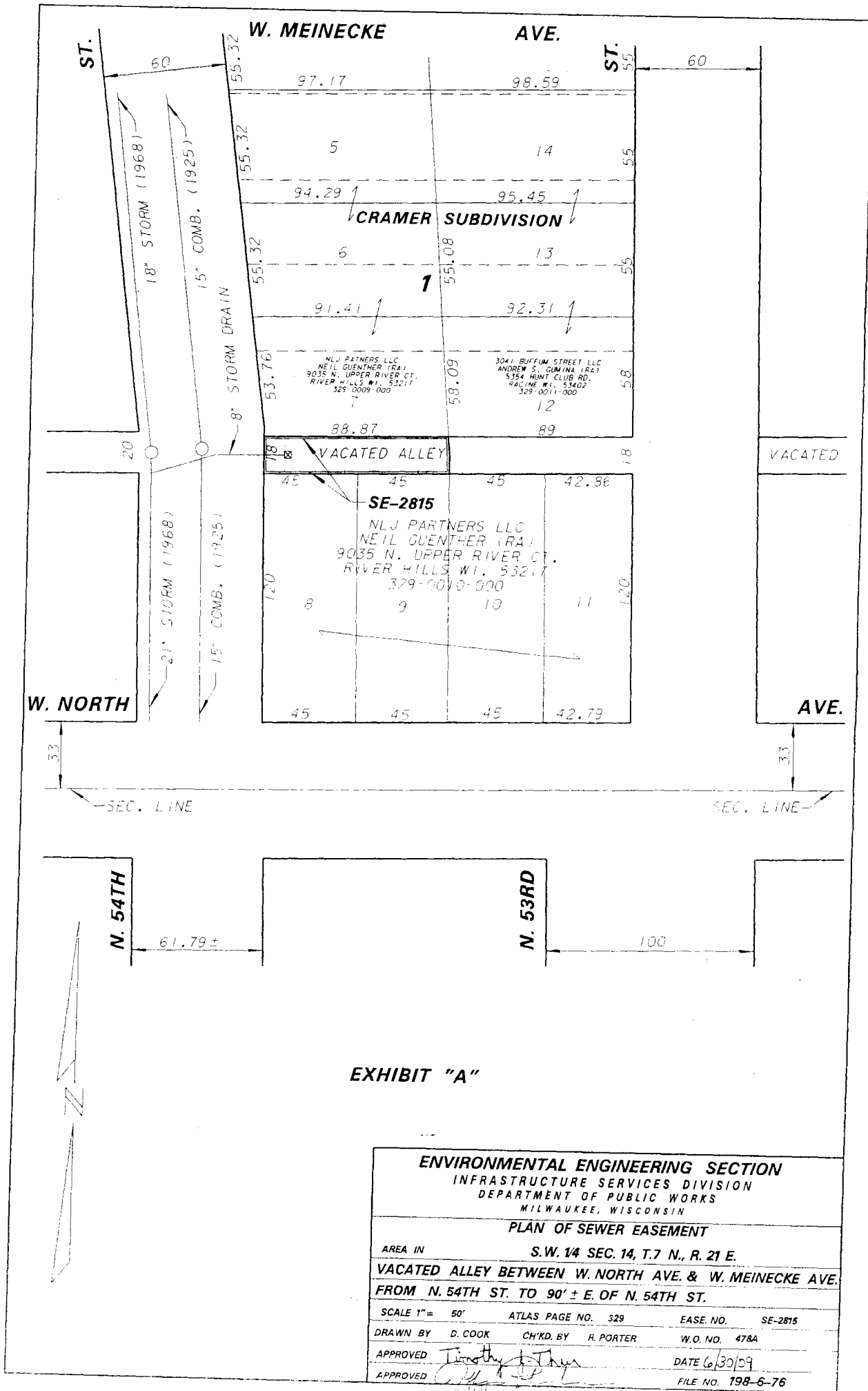


EXHIBIT "A"

ENVIRONMENTAL ENGINEERING SECTION INFRASTRUCTURE SERVICES DIVISION DEPARTMENT OF PUBLIC WORKS MILWAUKEE, WISCONSIN			
PLAN OF SEWER EASEMENT			
AREA IN	S.W. 1/4 SEC. 14, T.7 N., R. 21 E.		
VACATED ALLEY BETWEEN W. NORTH AVE. & W. MEINECKE AVE. FROM N. 54TH ST. TO 90' ± E. OF N. 54TH ST.			
SCALE 1"=	50'	ATLAS PAGE NO.	329
		EASE NO.	SE-2815
DRAWN BY	D. COOK	CH'KD. BY	R. PORTER
		W.O. NO.	478A
APPROVED	<i>Timothy J. Jones</i>		DATE 6/30/09
APPROVED			FILE NO. 198-6-76