

Sewer Easement
Agreement
SA-2080-A

Document Number

Please return Document to:

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

Sewer Agreement between the
City of Milwaukee and Midwest
Products and Engineering
Incorporated Located at 10597
West Glenbrook Court

Recording Area

003-0191-000-2

Tax Key Number

PERMIT AND AGREEMENT

THIS INDENTURE, Made this 8th day of December, A.D. 20 06 by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and Midwest Products and Engineering Incorporated, (including heirs, personal representatives, successors or assigns, of above owners, as may be or may become applicable) hereinafter called "Owner".

WITNESSETH

That, WHEREAS, On April 9, 1974, the City was granted an easement, SE-2080 for a storm sewer that runs through the subject property;

WHEREAS, The EASEMENT is located in the following described parcel of land having Tax Key Number 003-0191-000-2, in that part of the Northwest ¼ (NW ¼) of Section 5, Township 8 North, Range 21 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, to-wit:

Commencing at the southwest corner of Parcel 2, Certified Survey Map Number 2252; thence north zero degrees, zero minutes and zero seconds (00°00' 00") along the west line of Parcel 2 and Parcel 3 of Certified Survey Map Number 2252 four hundred ninety-nine and thirteen hundredths (499.13) feet to a point; thence north eighty degrees, zero minutes and zero seconds (80°00' 00") east one hundred eighty-eight and twenty-eight hundredths (188.28) feet to a point; thence northeasterly four hundred and seventy-two hundredths (400.72) feet along the arc of a curve whose center lies to the southeast, whose radius is two thousand two hundred ninety-six and one hundredth (2,296.01) feet and whose chord bears north eighty-five degrees, zero minutes and zero seconds (85°00' 00") east four hundred and nineteen hundredths (400.19) feet to a point; thence east zero degrees, zero minutes and zero seconds (00°00' 00") one hundred sixty-six and zero hundredths (166.00) feet to a point; thence south zero degrees, zero minutes and zero seconds (00°00' 00") eighty-nine and twenty-nine hundredths (89.29) feet to a point in the south line of Parcel 3, Certified Survey Map Number 2252 to the point of beginning; thence continuing south zero degrees, zero minutes and zero seconds (00°00' 00") four hundred five and thirty-four hundredths (405.34) feet to a point;

thence south forty-five degrees, zero minutes and zero seconds (45°00' 00") east twenty-seven and five hundredths (27.05) feet to a point in the north line of Sewer Easement SE-2088; thence south eighty-seven degrees, fifty-five minutes and fifty-six seconds (87°55'56") west along the north line of Sewer Easement SE-2088 forty-four and fifteen hundredths (44.15) feet to a point; thence north zero degrees, zero minutes and zero seconds (00°00' 00") four hundred twenty-six and sixty-five hundredths (426.65) feet to a point in the south line of Parcel 3, Certified Survey Map Number 2252; thence northeasterly along the south line of Parcel 3, Certified Survey Map Number 2252 twenty-five and eleven hundredths (25.11) feet along the arc of a curve whose center lies to the north, whose radius is eighty and zero hundredths (80.00) feet and whose chord bears south eighty-eight degrees, thirty-eight minutes and twelve seconds (88°38'12") east twenty-five and zero hundredths (25.00) feet to the point of beginning.

And, WHEREAS, The Owner has requested the City's permission to construct a detention pond and an 8-inch diameter pipe, referred to as ALTERATIONS, in and over a portion of SE-2080 for the purpose of storm water management as detailed on Plan File # C-102-1, said plan attached to this document; and

WHEREAS, said ALTERATIONS will be constructed within the southerly 80± feet of SE-2080 (Parcel 2); and

WHEREAS, The City will allow the construction of the ALTERATIONS, in and over a portion of the EASEMENT area as shown on the attached plan, File Number 198-6-20, subject to the following conditions which the City believes to be necessary;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and the mutual covenants and conditions hereinafter described, the parties hereto agree to the following conditions:

UPON CONDITIONS

1. The Owner is hereby permitted to construct said ALTERATIONS, in and over a portion of easement SE-2080 in accordance with said Plan File #C-102-1 approved by the City on 12/1/06, as MPE Building Addition.
2. The only facilities allowed to be constructed over this Sewer Easement Agreement area are the ALTERATIONS stated in the SWMP. Said ALTERATIONS shall not bear any stress over the existing storm sewer pipe that runs through said easement. Moreover, The Owner shall save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Owner or person other than the City, arising out of the reconstruction of said ALTERATIONS. The Owner shall reimburse the City for any damages to the City's storm sewer located in easement SE-2080.
3. In the event the City should require to perform any sewer maintenance activities, including but not limited to: construction, operation, maintenance, repair, inspection, enlarging, reconstruction or relocation of the existing City of Milwaukee 42-inch diameter storm sewer (located within easement SE-2080), and, if the ALTERATIONS have to be removed because of any of said maintenance activities, the owner shall be responsible for the construction and the cost of any needed measures to maintain proper drainage of said detention pond in accordance with the approved Storm Water Management Plan (SWMP). The Owner shall take all appropriate measures to prevent flooding and damage to his and surrounding properties. Furthermore, the Owner shall save the City harmless of any loss, damage, injury or liability resulting from any City sewer maintenance activity within the easement area. Upon the completion of any City maintenance activities, it will be the responsibility of the Owner to reconstruct the disturbed area in substantially the same condition as it was prior to such disturbance.
4. All provisions of the easement SE-2080 which are not inconsistent with this agreement shall remain in full force and effect.
5. That this agreement 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.

IN WITNESS WHEREOF DENNIS L WENGER, hereunto set his hands and seals the day and year first above written.

IN THE PRESENCE OF

Therese Beckner

D L Wenger

Signature

PRESIDENT

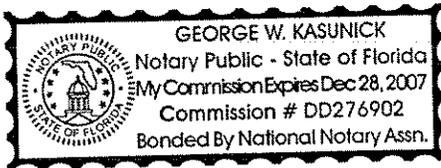
Title

12/8/2006

Date

FLORIDA
STATE OF ~~WISCONSIN~~
Lee) SS
MILWAUKEE COUNTY)

Personally came before me this 8 day of Dec A.D., 2006, the above-named DENNIS L WENGER, to me known to be the person who executed the foregoing instrument and acknowledged the same.



George W Kasunick
Notary Public, State of ~~Wisconsin~~ FLORIDA
My Commission Expires 12/28/07

IN WITNESS WHEREOF, the said City of Milwaukee, has caused these presents to be signed by Tom Barrett, its Mayor and Ronald D. Leonhardt, its City Clerk and countersigned by W. Martin Morics, Comptroller, at Milwaukee, Wisconsin, and its corporate seal to be affixed this _____ day of _____ A.D., 20_____.

Signed and sealed in presence of:

CITY OF MILWAUKEE

By: _____
Tom Barrett, Mayor

By: _____
Ronald D. Leonhardt, City Clerk

COUNTERSIGNED

By: _____
W. Martin Morics, Comptroller

