

SEWER EASEMENT

Document Number

Document Title

SEWER EASEMENT
SE-2849

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

XXX-XXXX-XXX

Parcel Identification Number (PIN)

THIS SEWER EASEMENT (the “**EASEMENT**”), made as of _____, 20____, is from **St. Ann Center Properties, Inc.** (“**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 _____, and a tax key numbers of XXX-XXXX-XXX (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 in **EXHIBIT A** attached and is depicted in **EXHIBIT B** attached (Plan File No. 198-7-18).

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, combined main sewers 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 and parking-lot surfacing (“**Permitted Improvements**”). If, in exercising City’s rights hereunder, City causes damage to, or removes, any Permitted Improvements, City shall replace or repair same, at City expense to substantially the same condition as existed previously. In no case shall the City be responsible for replacing aesthetic plantings.

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.

EXHIBIT A
LEGAL DESCRIPTION OF "EASEMENT AREA"

Easement Area located in Certified Survey Map No xxxx, a recorded Certified Survey Map located in the that part of the Southwest ¼ (SW¼) of Section 18, Township 7 North, Range 22 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:

Beginning at the intersection of the south line of West Meinecke Avenue and the east line of North 25th Street;

Thence, Easterly along the south line of West Meinecke Avenue, 330 feet to a point;

Thence, Southerly parallel to the east line of North 25th Street, 20 feet to a point;

Thence, Westerly along the a line parallel to the south line of West Meinecke Avenue, 330 feet to a point;

Thence, northerly along the east line of North 25th Street, 20 feet to the point of beginning.

The above described permanent EASEMENT effects the Easement Area which is a part of Tax Key Numbers xxx-xxxx-xxx

EXHIBIT B
DEPICTION OF "EASEMENT AREA"
PLAN FILE NO. XXX-X-XX