

SEWER EASEMENT

Document Number

Document Title

SEWER EASEMENT
SE-2877

and

RELEASE OF SEWER EASEMENT
SER-2149 Parcel-2

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

249-0554-100

Parcel Identification Number (PIN)

THIS SEWER EASEMENT (the “**EASEMENT**”), made as of _____, 2017, is from 54th Street 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 address of 4061 North 54th Street, and tax key number of 249-0554-100 (the “**Parcel**”), and Grantor is willing to grant to City a permanent easement in and to part of this Parcel - which part is herein called the “**Easement Area.**” The Easement Area is legally described on **EXHIBIT A** and is depicted on **EXHIBIT B** on City’s Department of Public Works Plan File No. 198-7-66.

2. Release of Existing Sewer Easement. Sewer Easement SE-2149, Parcel-2, recorded in the Milwaukee County Register of Deeds Office as Document No. 5000756 on May 13, 1976 is hereby released and replaced with this permanent easement.

3. 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, an 8-inch diameter sanitary sewer and a 48-inch diameter storm sewer mains and related facilities and appurtenances (collectively, the “**Facilities**”).

4. **City Facilities Maintenance.** City is responsible for maintaining the Facilities.

5. **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.

6. **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.

7. **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.

8. **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.

9. **Access.** The Facilities and Easement Area shall be accessible to City at all times.

10. **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 one (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.

11. **Recording; Miscellaneous.** This Easement (a) shall be recorded with the Milwaukee County Register of Deeds by Grantor at Grantor’s sole cost, (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.

<p>CITY: CITY OF MILWAUKEE</p> <p>By: _____ Ghassan Korban, Commissioner Dept. of Public Works</p> <p>Countersigned:</p> <p>By: _____ Martin Matson, Comptroller</p> <p>City Common Council Resolution File No. _____, adopted on _____.</p> <p>CITY ATTORNEY APPROVAL/AUTHENTICATION</p> <p>_____, 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).</p> <p>By: _____</p> <p>Name Printed: Rachel S. Kennedy Assistant City Attorney State Bar No.1066459 Date: _____</p> <p>1050-2016-2406: 240734</p>	<p>GRANTOR: 54th Street LLC</p> <hr/> <p>Name Printed:_____</p> <hr/> <p>Name Printed:_____</p> <p>GRANTOR NOTARY</p> <p>State of Wisconsin))ss Milwaukee County)</p> <p>Before me personally appeared the following signatories, _____, to me known to be such person(s) who signed this document and acknowledged the same.</p> <p>Date:_____</p> <hr/> <p>Notary Public</p> <p>Name Printed:_____</p> <p>My commission:_____</p> <p>[notarial seal]</p>
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EXHIBIT A

LEGAL DESCRIPTION OF NEW EASEMENT AREA

Easement located in that part of the southwest one-quarter (SW ¼) Section two (2), Township seven (7) North, Range twenty-one (21) East, bounded and described as follows to wit:

Commencing at the westerly corner of Lot 2, Block 4, in Greendale No. 3, a recorded subdivision in said one-quarter section;

Thence, South 43° 37' 30" East, along the southwesterly line of Block 4 of said subdivision, 27.63 feet to the point of beginning of the land to be described;

Thence, South 43° 37' 30" East along said southwesterly line, 273.35 feet to the southwest corner of Block 4;

Thence, South 84°35'53" East, 26.49 feet to a point on northwesterly line of West Maxwell Place;

Thence, South 46° 22' 30" West, 62.37 feet to a point;

Thence, North 43° 37' 30" West, along a line parallel to the southwesterly line of Block 4, 300.24 feet to a point;

Thence, East, along a line parallel to the westerly extension of the north line of said Block 4, 62.17 feet to the point of beginning.

LEGAL DESCRIPTION OF EASEMENT AREA TO BE RELEASED

Easement located in that part of the southwest one-quarter (SW ¼) Section two (2), Township seven (7) North, Range twenty-one (21) East, bounded and described as follows to wit:

Commencing at the westerly corner of Lot 2, Block 4, in Greendale No. 3, a recorded Subdivision in said one-quarter section;

Thence, South 43° 37' 30" East, along the southwesterly line of Block 4 of said subdivision, 27.63 feet to the point of beginning of the land to be described;

Thence, South 43° 37' 30" East along said southwesterly line, 273.35 feet to the southwest corner of Block 4;

Thence, South 84°35'53" East, 26.49 feet to a point on northwesterly line of West Maxwell Place;

Thence, South 46° 22' 30" West, 52.37 feet to a point;

Thence, North 43° 37' 30" West, along a line parallel to the southwesterly line of Block 4, 290.71 feet to a point;

Thence, East, along a line parallel to the westerly extension of the north line of said Block 4, 48.35 feet to the point of beginning.

C.S.M. NO. 5386

PAR. 2

3047 PROPERTY LLC
5341 W. FOND DU LAC AVE.
249-0802-000

JAJ LLC
5325 W. FOND DU LAC AVE.
249-0801-100

PAR. 1

54TH STREET LLC.
C/O PIGGLY WIGGLY MIDWEST
4861 N 54TH ST.
249-0554-100

GREENDALE SUBD. NO. 3

EXHIBIT "B"

ENVIRONMENTAL ENGINEERING SECTION

INFRASTRUCTURE SERVICES DIVISION
DEPARTMENT OF PUBLIC WORKS
MILWAUKEE, WISCONSIN

PLAN OF SEWER EASEMENT

AREA IN S.W.1/4 SEC.2, T.7 N., R.21 E.
VACATED W. MEDFORD AVE FROM VACATED W. MAXWELL PL
TO A PT. 300'± NORTHWEST

SCALE 1"= 50' ATLAS PAGE NO. 249 EASE NO. SE 2877

DRAWN BY A.BLEVINS CH'KD. BY S.BEKELE W.O. NO.

APPROVED DATE

APPROVED FILE NO. 198-7-66

MID MILK IMPROVEMENTS LLC.
4100-4190 N. 56TH ST.
249-0873-000

ST.

N. 55TH

12" STORM (1956)

8" SAN. (1956)

SE-2149 PARCEL-3

12" STORM (1956)

8" SAN. (1956) (VACATED)

78" STORM (1955)

SE-2149 PARCEL-1

66" STORM (1956)

