

Sewer Easements  
SE-2791A &  
SE-2791B

Document Number

Please return Document to:

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

Sewer Easements between the City of Milwaukee and the Redevelopment Authority of the City of Milwaukee in the area located at 178± feet north to 450± feet north of the centerline of West North Avenue between North 24th Street and North 25th Street.

Recording Area

325-0200-111-5, 325-0195-100-4, 325-0204-110-9, 325-0166-111-1

Tax Key Number

EASEMENT

THIS INDENTURE, Made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_ by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter referred to as “City”, and the Redevelopment Authority of the City of Milwaukee, a body politic and corporate organized and existing under the laws of the State of Wisconsin (including heirs, personal representatives, successors or assigns, of above owner, as may be or may become applicable) hereinafter called “Grantor.”

WITNESSETH

That, WHEREAS, The City desires to acquire permanent EASEMENTS as shown on the attached Exhibit “A”, File Number 198-6-47, with the right of entry in and across the property hereinafter described and with the right to construct, operate, maintain, inspect, repair, enlarge, reconstruct and relocate, as may be or may become applicable, the following facilities and appurtenances thereto, hereinafter called “FACILITIES”, in said property, namely sewers;

NOW, THEREFORE, in consideration of the grant of the EASEMENTS for aforementioned FACILITIES hereinafter described and the payment of One Dollar (\$1.00) and other valuable consideration 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 permanent EASEMENTS for aforementioned FACILITIES with the right of entry in and across the property hereinafter described and with the right to construct, operate, maintain, inspect, repair, enlarge, reconstruct and relocate, as may be or may become applicable, the FACILITIES in and across the following described property in that part of Southwest ¼ (SW ¼) 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:

SE-2791A

Commencing at the southeasterly corner of Lot 8 in Block 246 of Dahlman and Kilian's Subd., a recorded subdivision in said Southwest ¼ (SW ¼) Section;  
Thence North 0° 8' 00" West 98.00 feet to the point of beginning of the land to be described;  
Thence South 89° 51' 26" West 135.99 feet to a point;  
Thence North 59° 37' 58" West 148.36 feet to a point;  
Thence North 0° 8' 00" West 34.80 feet to a point;  
Thence South 59° 37' 58" East 157.63 feet to a point;  
Thence North 89° 53' 57" East 128.00 feet to a point;  
Thence South 0° 8' 00" East 30.00 feet to the point of beginning.

SE-2791B

Commencing at the southeasterly corner of Lot 7 in Block 245 of Dahlman and Kilian's Subd., a recorded subdivision in said Southwest ¼ (SW ¼) Section;  
Thence North 0° 8' 00" West 30.00 feet to the point of beginning of the land to be described;  
Thence North 60° 23' 53" West 304.00 feet to a point;  
Thence North 0° 8' 00" West 34.50 feet to a point;  
Thence South 60° 23' 53" East 304.00 feet to a point;  
Thence South 0° 8' 00" East 34.50 feet to the point of beginning.

The above described permanent EASEMENTS are a part of Tax Key Numbers 325-0200-111-5, 325-0195-100-4, 325-0204-110-9, and 325-0166-111-1 and are shown on the drawing attached hereto as Exhibit "A".

## UPON CONDITION:

1. That said FACILITIES shall be maintained and kept in good order and condition by the City.

2. That no structures may be constructed within the limits of the EASEMENTS by the Grantor excepting improvements such as lawns, concrete walks, roadways, driveways and parking lot surfacing. The City will replace such damaged or removed lawns, concrete walks, roadways, driveways and parking lot surfacing, at its own cost, after making any necessary repairs, reconstruction, or enlargement of the FACILITIES in the EASEMENTS.

3. 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 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 lawns, 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 FACILITIES; provided, however, that if above loss, 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; provided further, however, that these provisions are subject to the legal defenses which, under law, the City is entitled to raise.

4. That, in connection with the construction by the Grantor of any structure or building adjacent to said EASEMENTS, the Grantor will assume all liability for any damage to the FACILITIES in the above described 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 person other than the City, arising out of the construction by the Grantor of any structure or building adjacent to said EASEMENTS, and shall reimburse the City for the full amount of such loss or damage.

5. That no additional charges will be made against said lands for the cost of construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation of said FACILITIES in the aforescribed property. Excepting that 1) When the Grantor makes application for a permit to connect to said FACILITIES in the aforescribed EASEMENTS, the regular and customary connection permit fee in effect at the time of application shall be paid, and 2) The 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.

6. That the FACILITIES shall be accessible for maintenance at all times. The Grantor shall submit plans for approval by the Commissioner of Public Works of the City for any underground installation within the EASEMENTS.

7. That the Grantor shall submit plans for all surface grade alterations which would raise or lower the surface elevation by 1 foot or more within the limits of said EASEMENTS. Said alterations shall be made only with the approval of the Commissioner of Public Works of the City.

8. That the Grantor shall be responsible for adjusting the elevations of all appurtenances necessitated by alteration of surface elevations within the aforescribed property. Said adjustments shall be 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.

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

ON THIS DATE OF: \_\_\_\_\_

REDEVELOPMENT AUTHORITY OF THE  
CITY OF MILWAUKEE

by: \_\_\_\_\_  
Robert B. Rondini, CHAIRMAN

by: \_\_\_\_\_  
David P. Misky, ASSISTANT EXECUTIVE  
DIRECTOR - SECRETARY

STATE OF WISCONSIN)  
  ) SS  
MILWAUKEE COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2009, the above-named \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission Expires \_\_\_\_\_

STATE OF WISCONSIN)  
  ) SS  
MILWAUKEE COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2009, the above-named \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission Expires \_\_\_\_\_

This instrument was drafted by the City of Milwaukee.

Approved as to contents

\_\_\_\_\_  
CITY ENGINEER, Jeffrey S. Polenske, P.E.

\_\_\_\_\_  
Date

Approved as to form and Execution

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY, Gregg C. Hagopian

\_\_\_\_\_  
Date