

Water Easement W. E. 883
Sewer Easement S. E. 2686

Document Number

Document Title

Recording Area

Name and Return Address

Dept. of City Development
Real Estate Section
809 N. Broadway
Milwaukee, WI 53202

Vac. W. Juneau Ave., Vac.
N 37th St., Vac. N. 38th St.
Tax Key No.'s 366-0138-110
and 387-0367-111-7

Parcel Identification Number

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

Easement

W.E. 883
S.E. 2686

EASEMENT

Vacated W. Juneau Ave.
From N. 37th St.
To Vacated N. 38th St.

Vacated N. 37th St.
From W. Juneau Ave.
To SOO Line Railroad Company R.O.W.

Vacated N. 38th St.
From W. Highland Blvd.
To Vacated W. Juneau Ave.

THIS INDENTURE, Made by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and Harley Davidson Motor Company, a Wisconsin Corporation,

owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable); hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

That, WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in said property; namely, 6" water mains, and 12", 15", 36", and 120" sewers as shown on attached plan, file no. WE883.

NOW, THEREFORE, in consideration of the grant of the easement 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 and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in the Northwest One-quarter (N.W. ¼) of Section Twenty-five (25) and the Southwest One-quarter (S.W. ¼) of Section Twenty-four (24), Township Seven (7) North, Range Twenty-one (21) East in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:

TO-WIT:

W.E. 883, Parcel 1
S.E. 2686, Parcel 1

Commencing at the Northeast corner of W. Highland Blvd. and Vacated N. 38th St., said point also being the Southwest corner of Lot 11, Block No. 3, HIGHLAND HOME; thence West, along the north line of W. Highland Blvd., 9.00 feet to the point of beginning of the easement to be described; thence West, continuing along the north line of W. Highland Blvd., 26.00 feet to a point; thence North and parallel to the east line of Vacated N. 38th St., 390.00 feet to a point, said point being on the south line of Vacated W. Juneau Ave.; thence East, along the south line of Vacated W. Juneau St., 26.00 feet to a point; thence South and parallel to the east line of Vacated N. 38th St., 390.00 feet to the point of beginning of the easement.

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W.E. 883, Parcel 2
S.E. 2686, Parcel 2

Commencing at the Southwest corner of Vacated W. Juneau Ave. and Vacated N. 38th St., said point being the Northeast corner of Lot 1, Block No. 8, RE-SUBD. OF BLKS. 8-10 OF CONT. OF HIGHLAND HOME; thence North along the west line of Vacated N. 38th St., 70.00 feet to a point, said point being on the north line of Vacated W. Juneau Ave., thence East along the north line of Vacated W. Juneau Ave., 314.00 feet to a point, said point being on the west line of N. 37th St.; thence South along the west line of N. 37th St., 70.00 feet to a point, said point being the Southwest corner of N. 37th St. and Vacated W. Juneau Ave.; thence east along the south line of Vacated W. Juneau Ave., 314.00 feet to the point of beginning of the easement.

S.E. 2686, Parcel 3

Commencing at the Northwest corner of N. 37th St. and W. Juneau Ave., said point being the Southeast corner of Lot 1, Block No. 3, BECKER'S SUBD.; thence East along the north line of W. Juneau Ave., 20.00 feet to the point of beginning of the easement to be described; thence East, continuing along the north line of W. Juneau Ave. 20.00 feet to a point; then North and parallel to the east line of Vacated N. 37th St., 194.00 feet to a point; then West and parallel to the north line of W. Juneau Ave., 20.00 feet to a point; then South and parallel to the west line of Vacated N. 38th St., 194.00 feet to the point of beginning of the easement.

Part of Tax Roll Key No.'s 366-0138-110-3, 387-0367-111-7

UPON CONDITION

1. *That said Facilities shall be maintained and kept in good order and condition by the City.*
2. *That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of 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 aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of 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.*
3. *That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed.*
4. *That, in connection with the construction by the Grantor of any structure or building abutting said easement defined limits, 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 Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.*
5. *That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid.*
6. *All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 3.3.0 of the "Rules and Regulations Governing Water Service" dated 1985 and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Milwaukee Water Works, a utility owned by the City of Milwaukee shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service".*
7. *The Facilities shall be accessible for maintenance at all times. The owner shall submit plans for approval to the City for any underground installation within the easement.*
8. *That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the Commissioner of Public Works of the City of Milwaukee.*
9. *It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.*
10. *That the Grantor shall be responsible for adjusting the elevations of all sewer 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.*

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

ON THIS DATE OF: June 20, 2001

Harley Davidson Motor Company
COMPANY NAME

In presence of:

Diana Gallegos by James Brostowitz
WITNESS Diana Gallegos James Brostowitz
Vice President, Controller & Treasurer

Diana Gallegos by James Ziemer
WITNESS Diana Gallegos James Ziemer
Vice President & Chief Financial Officer

STATE OF WISCONSIN)
S.S.
COUNTY OF MILWAUKEE)

Before me personally appeared on this 20th day
of June, A.D. ~~19~~ 2001

James Brostowitz
Vice President, Controller & Treasurer

James Ziemer
Vice President & Chief Financial Officer

to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation.

Jennifer Neville
NOTARY PUBLIC Jennifer Neville

My commission expires March 3, 2002

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This instrument was drafted by the City of Milwaukee.

Approved as to contents

Date: 4/27/01

Approved as to form only

Date: 4-27-01

Approved as to execution

Date: 7-17-01

C. Lewis

.....
SUPERINTENDENT OF MILWAUKEE WATER WORKS

Harry A. Jew

.....
ASSISTANT CITY ATTORNEY

Harry A. Jew

.....
ASSISTANT CITY ATTORNEY