

	SEWER EASEMENT
Document Number	Document Title

**SEWER EASEMENT
SE-2823B**

Drafted by:
City of Milwaukee
Department of Public Works
(gh 191140; 4/15/13)

	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	

350-2901-201
Parcel Identification Number (PIN)

THIS SEWER EASEMENT (the “EASEMENT”), made as of _____, 2013, is from the Milwaukee Board of School Directors, on behalf of the Milwaukee Public Schools, on behalf of CITY OF MILWAUKEE BROWN STREET ACADEMY (“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 2029 North 20th Street, Milwaukee, WI 53205, and a tax key number of 350-2901-201 (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 depicted on **EXHIBIT A** attached (Plan File No. 198-7-2) and is legally described on **EXHIBIT B** attached.
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, one 72-inch diameter combined sewer and related facilities and appurtenances (collectively, the “Facilities”).
3. **City Facilities Maintenance.** City is responsible for maintaining the Facilities.

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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, playground, 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.** In case of emergency, the Facilities and Easement Area shall be accessible to City at all times. In case of nonemergency, the Facilities and Easement Area shall remain accessible to City at all time – providing however that **(a)** City shall provide Grantor with 48 hours advance notice prior to any access that will disturb the Easement Area, and **(b)** City and Grantor shall in good faith cooperate and coordinate in order to minimize and/or avoid disruption to playground usage and activities to the extent reasonably possible.
- 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.

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 By: <u><i>Ghassan Korban</i></u> Ghassan Korban, Commissioner Dept. of Public Works</p> <p>Countersigned: By: <u><i>Martin Matson</i></u> Martin Matson, Comptroller TD</p> <p>City Common Council Resolution File No. _____, adopted _____ on _____</p>	<p>GRANTOR: CITY OF MILWAUKEE BROWN STREET ACADEMY</p> <p>By: Milwaukee Public Schools</p> <p>By: Milwaukee Board of School Directors</p> <p>By: <u><i>Michael Bonds</i></u> Michael Bonds, Phd. President</p> <p>And By: <u><i>Gregory E. Thornton</i></u> Gregory E. Thornton, Ed.D. Superintendent of Schools</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: _____ Assistant City Attorney State Bar No. _____ Date: _____</p>	<p>GRANTOR NOTARY</p> <p>State of Wisconsin) ss Milwaukee County)</p> <p>Before me personally appeared the following signatories, <u><i>Michael Bonds</i></u>, to me known to be such person(s) who signed this document and acknowledged the same.</p> <p>Date: <u><i>9/6/13</i></u></p> <p><u><i>Adria D. Maddaleni</i></u> Notary Public Name Printed: <u><i>Adria D. Maddaleni</i></u> My commission expires: <u><i>15 permanent</i></u></p> <p>[notarial seal]</p>

1047-2012-719:182700



EXHIBIT B
LEGAL DESCRIPTION OF “EASEMENT AREA”

Part of the Northwest ¼ of Section 19, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the northeastern corner of Lot 16 in Block 256 in the Continuation of Brown’s Addition, a recorded subdivision in said Northwest ¼ section, said corner also being the point of beginning of the land to be described;

Thence, westerly along the northerly lines of Lots 16, 17 and 18, in said subdivision, 75 feet to a point;

Thence, northerly along a line parallel to the west line of North 20th Street, 7.5 feet to a point;

Thence, easterly along a line parallel to the northerly lines of Lots 16, 17 and 18, in said subdivision, 75 feet to a point on the west line of North 20th Street;

Thence, southerly along the west line of North 20th Street, 7.5 feet the point of beginning.

The above described permanent EASEMENT is a part of Tax Key Number 350-2901-201.

N.W. 1/4 SEC. 19, T.7 N., R.22 E.

