

Water Easement  
W.E. 938A

## EASEMENT

In C.S.M. No. 8037, Lot 1  
At South 103<sup>rd</sup> Street Extended  
And 525' S/O West Ohio Avenue

Recording Area

Name and Return Address

Milwaukee Water Works  
Water Engineering Section  
841 North Broadway, Room 403  
Milwaukee, WI 53202

**THIS INDENTURE, Made by and between the CITY OF GREENFIELD, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and WDP Greenfield, LLC, 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, a 6" water main as shown on attached plan, file no. WE938.**

**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 Lot 1 of Certified Survey Map No. 8037, in the Southeast One-quarter (SE. ¼) of Section Seventeen (17), Township Six (6) North, Range Twenty-one (21) East, in the City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:**

### TO-WIT:

**Commencing at the northeast corner of Lot 1 of said Certified Survey Map; thence South 87° 16' 34" West, along the north line of said Lot 1, 126.20 feet to the point of beginning of the easement to be described; thence South 02° 43' 26" East, 13.00 feet to a point; thence South 87° 16' 34" West, 241.07 feet to a point; thence South 02° 43' 26" East, 51.88 feet to a point; thence South 87° 16' 34" West, 14.96 feet to a point, said point being on the east line of Water Easement W.E. 803B; thence North 02° 25' 51" West, along said east line, 20.00 feet to a point, said point also being the northeast corner of said W.E. 803B; thence South 88° 11' 58" West, along the north line of said W.E. 803B, 5.15 feet to a point; thence North 02° 43' 26" West, 44.80 feet to a point, said point being on the north line of said Lot 1; thence North 87° 16' 34" East, along said north line, 261.07 feet to the point of beginning.**

Part of Tax Roll Key No. 524-

**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 2002 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 attached EASEMENT AGREEMENT is expressly subject to and conditioned by terms and conditions of a certain WATER AGREEMENT by and between the "CITY" and the CITY OF MILWAUKEE WATER WORKS and executed on the 9th day of August, 1963 said WATER AGREEMENT being incorporated herein by this reference thereto.*
11. *The "Grantor" by execution of this EASEMENT AGREEMENT, hereby consents to the assignment of this easement from the "CITY" to the CITY OF MILWAUKEE for the purposes and for the considerations expressed in this document upon the written consent of the officers of the "CITY" and upon a passage of a resolution by the Common Council of the "CITY" granting said assignment to the CITY OF MILWAUKEE.*

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

ON THIS DATE OF: June 19<sup>th</sup>, 2008

By: WDP Greenfield, LLC  
COMPANY NAME

By WDP Greenfield Investors, LLC, member  
by Brett D West  
GRANTOR Brett D. West, member/manager

by \_\_\_\_\_  
GRANTOR

STATE OF Wisconsin )  
S.S.  
COUNTY OF Milwaukee )

Before me personally appeared on this 19<sup>th</sup> day  
of June, A.D. 2008

Brett D. West as Manager/Member of WDP Greenfield  
GRANTOR  
Investors, LLC, authorized member of WDP Greenfield, LLC

\_\_\_\_\_  
GRANTOR

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.

[Signature]  
NOTARY PUBLIC

My commission expires is perma

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SUBORDINATION AGREEMENT To Easement W.E. 938A

The: First Wisconsin Bank & Trust hereby agrees and consents to the subordination of that certain mortgage

EXECUTED BY: WDP Greenfield, LLC  
MORTGAGOR  
ON DATE OF: MARCH 20, 2008  
RECORDED IN: MILWAUKEE COUNTY, WI  
AS DOCUMENT NO.: 09574588  
REEL NO.: \_\_\_\_\_  
IMAGE NO.: \_\_\_\_\_  
ON DATE OF: MARCH 21, 2008

to the above easement executed by above indicated mortgagor to the City of Milwaukee

dated this 23<sup>RD</sup> day of JUNE A.D. 20 08

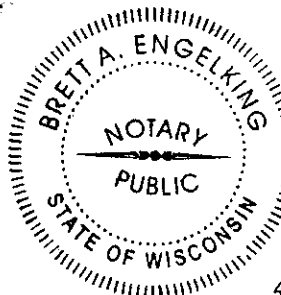
IN WITNESS WHEREOF, the said First Wisconsin Bank & Trust, grantor has set its hands and its corporate seal.

by [Signature]  
Signature and Title President & CEO

by \_\_\_\_\_  
Signature and Title

STATE OF WISCONSIN )  
COUNTY OF VAUKESSA )

Personally came before me this 23<sup>RD</sup> day of JUNE, A.D. 20 08  
and to me known to be the persons who executed the foregoing SUBORDINATION AGREEMENT and acknowledged the same, and who being by me duly sworn did say that they hold the above office and that they executed the foregoing SUBORDINATION AGREEMENT as such officers as the deed of said corporation by its authority.



[Signature]  
Notary Public, VAUKESSA County  
STATE OF WISCONSIN  
My commission expires 10/09/2011

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ASSIGNMENT OF EASEMENT W.E.

IN WITNESS WHEREOF, said City of Greenfield for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, has caused this instrument to be assigned to the City of Milwaukee and these presents signed by Michael J. Neitzke, its Mayor and Jennifer J. Goergen, its City Clerk and its corporate seal hereunto affixed at Greenfield, Wisconsin, this 16 day of Oct., A.D. 20 08.

City of Greenfield

By: Michael J. Neitzke 10/16/08  
Michael J. Neitzke Mayor

Jennifer J. Goergen  
Jennifer J. Goergen City Clerk



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

On this 16th day of October A.D. 2008  
before me personally appeared Michael J. Neitzke and Jennifer J. Goergen who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Greenfield, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to approval by its Common Council on October 7, 2008.

Susan L. Witten  
Notary Public, Milwaukee County, Wisconsin  
My commission expires 6-3-12

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*This instrument was drafted by the City of Milwaukee.*

Approved as to contents

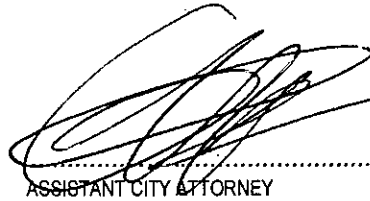
Date: 12/18/08

Approved as to form and execution

Date: 2/25/09



.....  
SUPERINTENDENT OF MILWAUKEE WATER WORKS



.....  
ASSISTANT CITY ATTORNEY