

Document Number

Sewer Easement  
SE-2694C

Recording Information

Please return Document to:

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

510-0018-119-X

Parcel ID Number

Variable Width Easement Located  
in the Area Bounded By West  
Oklahoma Avenue, North 27<sup>th</sup> Street,  
West Kinnickinnic River Parkway,  
and the Kinnickinnic River.

E A S E M E N T

THIS INDENTURE, Made by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and Aurora Health Care Metro, Inc. (formerly known and still doing business as ST. LUKE'S MEDICAL CENTER,) owner, (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 a permanent easement as shown on attached plan, File Number 151-5-40, 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 easement for aforementioned facilities 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 interested in the land hereinafter described, does hereby grant unto the City a permanent easement 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 property described on Exhibit 1 attached hereto and made a part hereof.

The above described permanent easement is a part of Tax Key Number 510-0018-119-X.

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 placed within the limits of the easement by the Grantor excepting that improvements such as lawns, bushes and trees, concrete walks, roadways, driveways, and parking lot surfacing may be constructed, and that the City will replace such damaged or removed lawns, bushes and trees, 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 easement.
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, bushes and trees, 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 the 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 abutting said easement, the Grantor will assume all liability for any damage to the facilities in the abovedescribed 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 its agents, employees, and contractors, arising out of the

construction by the Grantor of any structure or building abutting the said easement, and shall reimburse the City for the full amount of such loss or damage.

5. That no charges will be made against said lands at this time for the cost of construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation of said facilities in the aforescribed property. However, when the Grantor makes application for a permit to connect to said facilities in the aforescribed easement, the regular and customary connection permit fee in effect at the time of application shall be charged and 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 easement.

7. That the Grantor shall submit plans for all surface grade 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.

8. 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.

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

ON THIS DATE OF: July 10, 2001

Keith A. Kieffer  
GRANTOR

Mark Ambrosius  
GRANTOR

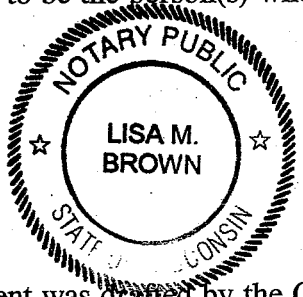
STATE OF Wisconsin )  
COUNTY OF Milwaukee ) SS

Before me personally appeared on this 10 day of July, A.D. 2001.

Keith Kieffer  
GRANTOR

Mark Ambrosius  
GRANTOR

to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same.



Lisa M. Brown  
NOTARY PUBLIC

My Commission expires 3-13-05

This instrument was drafted by the City of Milwaukee.

Approved as to contents  
Date:

Jeffrey S. Polenske  
CITY ENGINEER, JEFFREY S. POLENSKE, P.E.

Approved as to form and execution  
Date: 8-1-01

Yancy A. Lewis  
ASSISTANT CITY ATTORNEY

# SANTARY SEWER EASEMENT

Part of of the Southeast 1/4 of Section 12, Township 6 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

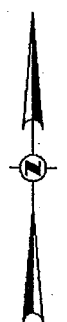
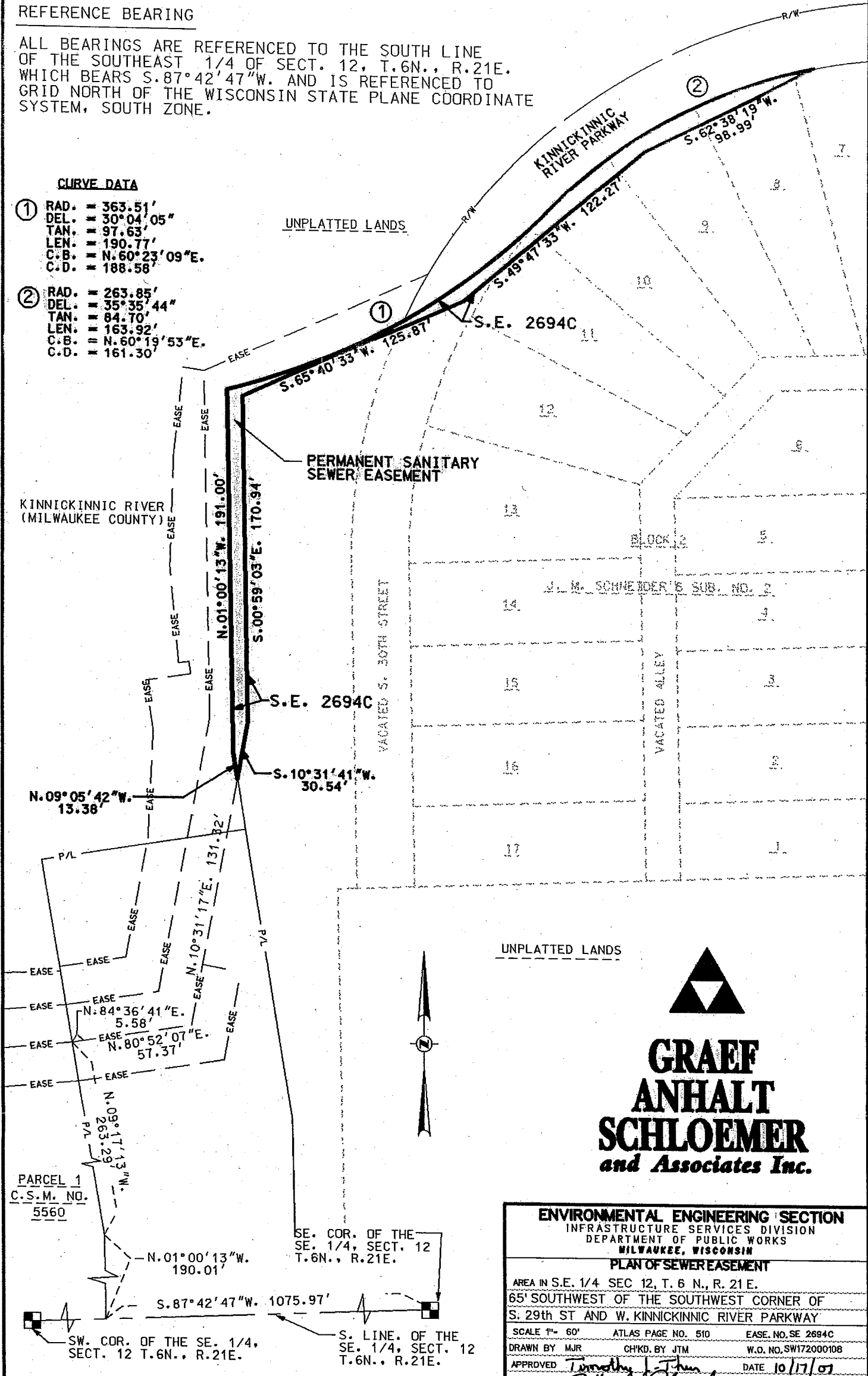
EXHIBIT 1  
SHEET 1 OF 2

## REFERENCE BEARING

ALL BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECT. 12, T.6N., R.21E. WHICH BEARS S.87°42'47"W. AND IS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

### CURVE DATA

- ① RAD. = 363.51'  
DEL. = 30°04'05"  
TAN. = 97.63'  
LEN. = 190.77'  
C.B. = N.60°23'09"E.  
C.D. = 188.58'
- ② RAD. = 263.85'  
DEL. = 35°35'44"  
TAN. = 84.70'  
LEN. = 163.92'  
C.B. = N.60°19'53"E.  
C.D. = 161.30'



  
**GRAEF  
ANHALT  
SCHLOEMER**  
*and Associates Inc.*

<b>ENVIRONMENTAL ENGINEERING SECTION</b>		
INFRASTRUCTURE SERVICES DIVISION DEPARTMENT OF PUBLIC WORKS MILWAUKEE, WISCONSIN		
<b>PLAN OF SEWER EASEMENT</b>		
AREA IN S.E. 1/4 SEC 12, T. 6 N., R. 21E.		
65' SOUTHWEST OF THE SOUTHWEST CORNER OF S. 29th ST AND W. KINNICKINNIC RIVER PARKWAY		
SCALE 1"= 60'	ATLAS PAGE NO. 510	EASE NO. SE 2694C
DRAWN BY MJR	CHKD. BY JTM	W.D. NO. SW172000108
APPROVED <i>Timothy J. Thur</i>	DATE 10/17/07	
APPROVED <i>Jeffrey Blumski</i>	FILE NO. 151-5-40	

# SANITARY SEWER EASEMENT

## Legal Description for a Permanent Sanitary Sewer Easement

That part of the Southeast 1/4 of Section 12, Township 6 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Southeast 1/4, thence South 87°42'47" West, on and along the south line of said Southeast 1/4, 1075.97 feet; thence North 01°00'13" West, on and along the east line and its extension of Parcel 1 of Certified Survey Map No. 5560, 190.01 feet; thence North 09°17'13" West, on and along said east line, 263.29 feet; thence North 84°36'41" East, 5.58 feet; thence North 80°52'07" East, 57.37 feet; thence North 10°31'17" East, 131.32 feet to the point of beginning; thence North 09°05'42" West, 13.38 feet; thence North 01°00'13" West, 191.00 feet to the south right of way line of Kinnickinnic River Parkway and the beginning of a curve to the left, having a radius of 363.51 feet and a long chord of North 60°23'09" East, 188.58 feet; thence Northeasterly, on and along the arc of said curve and said south right of way line, 190.77 feet to the beginning of a curve to the right, having a radius of 263.85 feet and a long chord of North 60°19'53" East, 161.30 feet; thence Northeasterly, on and along the arc of said curve and said south right of way line, 163.92 feet; thence South 62°38'19" West, 98.99 feet; thence South 49°47'33" West, 122.27 feet; thence South 65°40'33" West, 125.87 feet; thence South 00°59'03" East, 170.94 feet; thence South 10°31'41" West, 30.54 feet to the point of beginning.

Containing 3,585 square feet (0.08 acres), more or less.



**GRAEF  
ANHALT  
SCHLOEMER**  
*and Associates Inc.*

EXHIBIT 1  
SHEET 2 OF 2