

Sewer Easement
SE-2808

Document Number

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

20 feet wide Sewer Easement located
in a portion of vacated East Oregon
Street from 180'± East of South
Barclay Street to South Water Street.

Recording Area

428-0601-100-7

Tax Key Number

EASEMENT

THIS INDENTURE, Made by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter referred to as “City”, and LDC 221 OREGON LLC, owner, (including heirs, personal representatives, successors or assigns, of above owners, 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 198-6-68, 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 following described property in that part of the Northeast ¼ (NE ¼) of Section 32, Township 7 North, Range 22 East and the Northwest ¼ (NW ¼) of Section 33, Township 7 North, Range 22 East, both ¼ sections in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:

Commencing at the northeast corner of lot 4 of Certified Survey Map (C.S.M.) Number 8011, a recorded C.S.M. in said Northwest ¼ section;

Thence South 32° 36' 07" East, 376.79 feet along the westerly line of South Water Street to the point of beginning of the lands to be described;

Thence South 32° 36' 07" East 23.79 feet to a point;
Thence North 89° 46' 49" West 455.02 feet to a point;
Thence North 01° 14' 26" West 20.00 feet to a point;
Thence South 89° 46' 49" East 442.64 feet to the point of beginning.

The above described permanent EASEMENT is part of Tax Key Number 428-0601-100-7.

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, concrete walks, roadways, driveways, and parking lot surfacing may be constructed, and that 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 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, 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 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 person other than the City, arising out of the construction by the Grantor of any structure or building adjacent to said EASEMENT, 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 abovedescribed property. Excepting that 1) When the Grantor makes application for a permit to connect to said FACILITIES in the abovedescribed EASEMENT, the

