

Water and Sewer Easement
W.E. 880B
S.E. 2696B

EASEMENT

*In Vacated East Thomas Avenue
From Vacated North Cambridge Avenue
To 127' W/O North Newhall Street*

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 MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and the Wisconsin Electric Power Company, 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", 12", and 16" water mains and 12" and 38"x50" combined sewers as shown on attached plan, file no. WE880B.

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 Southeast One-quarter (S.E. ¼) of Section Sixteen (16), Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:

TO-WIT:

Commencing at the northwest corner of Lot 22, Block 222, of WALWORTH'S SUBD., a recorded subdivision in said Southeast One-quarter (S.E. ¼) of Section Sixteen (16), said point also being the southeast corner of Vacated E. Thomas Ave. and Vacated N. Cambridge Ave.; thence westerly along the south line of Vacated E. Thomas Ave. extended, 35.00 feet to a point on the west line of Vacated N. Cambridge Ave.; thence northerly along said west line, 40.00 feet to a point; thence easterly and parallel to the south line of Vacated E. Thomas Ave., 162.00 feet to a point; thence southerly and parallel to the west line of Vacated N. Cambridge Ave., 10.00 feet to a point; thence westerly and parallel to the south line of Vacated E. Thomas Ave., 117.00 feet to a point; thence southerly and parallel to the west line of Vacated N. Cambridge Ave., 30.00 feet to a point, said point being on the south line of Vacated E. Thomas Ave.; thence westerly along said south line, 10.00 feet to the point of beginning of the easement.

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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 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 aforescribed property. Excepting that 1) 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 paid, and 2) The sewer maintenance, user fees or other sewer fees in effect for all City of Milwaukee serviced properties, that appear as charges to Grantor's herein described property, shall be 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. *That the Grantor shall be responsible for adjusting the elevations of all appurtenances necessitated by alteration of surface elevations within the aforescribed property. Said adjustments shall be required to provide free access to all sewer, water and/or conduit appurtenances and shall be made only with the approval of the Commissioner of Public Works of the City.*

10. 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.

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

ON THIS DATE OF: _____

Wisconsin Electric Power Company
COMPANY NAME

In presence of:

_____ by _____
WITNESS James T. Raabe, Manager of Property Management

_____ by _____
WITNESS GRANTOR

STATE OF _____)

S.S.

COUNTY OF _____)

Before me personally appeared on this _____ day
of _____, A.D. 20_____

James T. Raabe
Manager of Property Management

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.

NOTARY PUBLIC

My commission expires _____

*Water and Sewer Easement
W.E. 880B
S.E. 2696B*

This instrument was drafted by the City of Milwaukee.

Approved as to contents

.....
SUPERINTENDENT OF MILWAUKEE WATER WORKS

Date:

Approved as to form only

.....
ASSISTANT CITY ATTORNEY

Date:

Approved as to execution

.....
ASSISTANT CITY ATTORNEY

Date:

Water Easement
W.E.

EXAMPL

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

ON THIS DATE OF: _____ **Date** _____

_____ **Company Name** _____
COMPANY NAME

_____ **Witness Signature** _____ **Company Officer Signature** _____
WITNESS **Type or print name** _____ **Type or print name and title** _____

_____ **Witness Signature** _____ **Company Officer Signature** _____
WITNESS **Type or print name** _____ **Type or print name and title** _____

STATE OF _____ **State** _____)
COUNTY OF _____ **County** _____ S.S.)

Before me personally appeared on this _____ **Date** _____ day
of _____, A.D. 19 _____

_____ **Type or print officer name** _____

_____ **Type or print title** _____

_____ **Type or print officer name** _____

Type or print title

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.

Notary Public

NOTARY PUBLIC

My commission expires _____