

Sewer Easement  
SE-2807

Document Number

Please return Document to:

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

A sewer easement approximately  
30 feet in width located in Lincoln  
Park at West Courtland Avenue  
extended between North Green  
Bay Avenue and the Milwaukee  
River

Recording Area

205-9981-100-2

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 MILWAUKEE COUNTY, a municipal body corporate, 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 the attached Exhibit "A", File Number 198-6-67, 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 a 72" storm sewer and related appurtenances in Lincoln Park;

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 consideration 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 a 30 foot wide strip of land centered on the centerline of the 72" Storm sewer located in Lincoln Park in the Northeast ¼ (NE ¼) of Section 6, Township 7 North, Range 22 East and the Northwest ¼ (NW ¼) of Section 5, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:

Commencing at the southeasterly corner of Lot 5 of Block 1 of Assessor's Plat No. 109, a recorded Plat in said Northeast  $\frac{1}{4}$  (NE  $\frac{1}{4}$ ) of Section 6;  
Thence North  $74^{\circ} 45' 56''$  East 120 feet to a point;  
Thence South  $24^{\circ} 09' 00''$  East 40 feet  $\pm$  to the centerline of a 72" storm sewer and the point of beginning of the land to be described;  
A 30 foot wide strip of land centered on the centerline of said 72" storm sewer beginning at said point of beginning and proceeding Easterly 1100 feet  $\pm$  along the centerline of said 72" storm sewer;  
Thence said 30 foot wide strip of land continuing Southeasterly 100 feet  $\pm$  along the centerline of said 72" storm sewer to the Milwaukee River.

The above described permanent EASEMENT is part of Tax Key Number 205-9981-100-2 and is show on the drawing attached hereto as Exhibit "A".

## UPON CONDITION

1. That after entry for construction and maintenance, the land and surface improvements will be replaced in substantially the same prior condition at the expense of the City.
2. That the City will indemnify and save the County harmless, from all loss or injury to its property due to construction and maintenance.
3. That prior to construction, plans showing the location and construction requirements shall be submitted to the Director of Parks, Recreation and Culture of Milwaukee County for review and approval.
4. That the City shall secure a permit from said Director before construction commences.
5. That upon non-compliance with the provisions herein, this easement shall become null and void.
6. That violation of the above conditions during periods of emergency shall not result in cancellation or penalty. The Director of Parks, Recreation and Culture of Milwaukee County shall determine what constitutes an emergency.
7. 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, City thereby also waiving the Stormwater Management fees for as long as the property is a Milwaukee County Park facility. However, 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.
8. The facilities shall be accessible for maintenance at all times. The County shall submit plans for approval to the City for any underground installation within the easement.
9. That the County 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.
10. That no structures may be placed within the limits of the easement by the County 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.
11. That in and during whatever construction, operation, maintenance, inspection, repair, enlargement, reconstruction or re-location 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 resurfacing which were required to be removed in the course of doing the above work. However, the City shall save the County 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.
12. Upon termination of the use for which this easement is granted, this easement shall terminate.

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

ON THIS DATE OF: \_\_\_\_\_

\_\_\_\_\_  
SCOTT WALKER, County Executive

\_\_\_\_\_  
MARK E. RYAN, County Clerk

STATE OF WISCONSIN)  
  ) SS  
MILWAUKEE COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2008, the  
above-named Scott Walker, to me known to be the person who executed the foregoing instrument and  
acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires \_\_\_\_\_

STATE OF WISCONSIN)  
  ) SS  
MILWAUKEE COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2008, the  
above-named Mark E. Ryan, to me known to be the person who executed the foregoing instrument and  
acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires \_\_\_\_\_

**Approved as to form:**

**Reviewed by:**

\_\_\_\_\_  
Milwaukee County Corporation Counsel

\_\_\_\_\_  
Milwaukee County Risk Management

This instrument was drafted by the City of Milwaukee.

Approved as to contents

\_\_\_\_\_  
CITY ENGINEER, Jeffrey S. Polenske, P.E.

\_\_\_\_\_  
Date

Approved as to form and Execution

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY, Gregg C. Hagopian

\_\_\_\_\_  
Date