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| SEWER EASEMENT  |                |
| Document Number | Document Title |

**SEWER EASEMENT AGREEMENT  
SE-2862**

**Drafted by:**  
City of Milwaukee  
Department of Public Works

|                         |                                                                                                                                                                                  |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Recording Area          |                                                                                                                                                                                  |
| Name and Return Address | City of Milwaukee<br>Department of Public Works<br>Infrastructure Services Division<br>Environmental Engineering Section<br>841 North Broadway – Room 820<br>Milwaukee, WI 53202 |

387-0369-111, 387-1141-000

Parcel Identification Number (PIN)

**THIS SEWER EASEMENT** (the “EASEMENT”), made as of \_\_\_\_\_, 2016, is between MillerCoors, LLC (“Grantor”) and the CITY OF MILWAUKEE (“City”), a municipal corporation, and is for good and valuable consideration, the receipt and sufficiency of which are acknowledged.

1. **Grantor Parcel; Easement Area.** Grantor owns property in the City of Milwaukee, Wisconsin, with addresses of 3701-31 and 3939 West Highland Boulevard, and tax key numbers of 387-0369-111 and 387-1141-000 respectively (the “Parcels”), and Grantor is willing to grant to City a permanent easement in and to parts of the Parcels - which parts are herein called the “Easement Area.” The Easement Area is legally described on **EXHIBIT A**, attached, and is depicted on **EXHIBIT B**, attached, (Plan File No. 198-7-33).
2. **Easement Grant.** Grantor grants to City, and City accepts, a permanent easement in and to the Easement Area, together with the right of ingress and egress to the Easement Area, so City may enter the Parcel to use the Easement Area. Within the Easement Area, City may, at City’s own expense, construct, operate, maintain, inspect, repair, enlarge, reconstruct, replace, and relocate, as City deems necessary, a 36-inch diameter combined sewer and related facilities and appurtenances (collectively, the “Facilities”).
3. **City Facilities Maintenance.** City is responsible for maintaining the Facilities.

4. **Easement Area Restriction.** No structures or improvements may be constructed within the Easement Area by Grantor except ordinary lawns, walkways, roadways, driveways and parking lot surfacing, and a proposed guard shack (“**Permitted Improvements**”) as shown on Exhibit “B” (Plan File No. 198-7-33). (See Number 5 below)

5. **Guard Shack.** Grantor has requested City’s permission to construct a guard shack in and over a portion of the Easement Area.

City hereby grants Grantor permission to construct the guard shack within the Easement Area subject to the terms contained herein, and as outlined below:

- A. That Grantor shall submit Footing and Foundation Plans for review by City and for approval by the Commissioner of Public Works before any construction is commenced in the Easement Area.
- B. That Grantor hereby assumes all liability for any damage to the Facilities located within the Easement Area or injuries to a person or persons resulting from construction, maintenance and use of said guard shack on, over and abutting said Facilities and said easement.
- C. That any footing required for the Permitted Improvements over the Facilities shall be so designed and at such elevation that the weight of the Permitted Improvements will not bear on the Facilities and such footings shall not be closer than five feet from the outside edge of the Facilities.
- D. If, in exercising City’s rights contained herein, City causes damage to, or removes, any Permitted Improvements other than said guard shack, City shall replace or repair same, at City’s own expense, to substantially the same condition as existed previously. In no case shall the City be responsible for replacing aesthetic plantings.
- E. In case City needs to repair, replace, relay, or otherwise have access to the Facilities, City shall provide a 30 day written notice to Grantor of such activities so that Grantor may remove said guard shack. If Grantor fails to remove the guard shack, City will remove it at Grantor’s own expense. Grantor shall be responsible for replacing said guard shack at Grantor’s own expense.

6. **Hold Harmless.** City will hold Grantor harmless from loss or injury resulting from City’s willful or negligent acts or omissions under this Easement. Grantor will hold City harmless from loss or injury resulting from Grantor’s willful or negligent acts or omissions under this Easement. If there is joint negligence or culpability on the part of City and Grantor, liability shall be borne by them, respectively, in proportion to their respective negligence or culpability. The foregoing provisions are subject to legal defenses available, respectively, to City and to Grantor.

7. **Grantor Construction.** If Grantor constructs any structure, building, or improvement adjacent to the Easement Area, or any Permitted Improvement within the Easement Area, or if

Grantor undertakes any other work within the Easement Area, Grantor assumes liability for any damage to the Facilities in the Easement Area.

8. **Charge.** No charge will be made against the Parcel or Grantor for the cost of construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation of the Facilities in the Easement Area, except **(a)** when Grantor applies for a permit or approval to connect to the Facilities, the regular and customary connection permit fee in effect at the time of application shall be paid, and Grantor shall connect per City requirements, and **(b)** the sewer maintenance, user fees, and other sewer fees in effect for all City of Milwaukee serviced properties that are chargeable to or against real property or owners, shall be paid.

9. **Access.** The Facilities and Easement Area shall be accessible to City at all times, and to the extent applicable, City shall comply with all then-current safety policies of Grantor while accessing the Facilities and Easement Area; *provided however*, that Grantor's safety policies shall not disturb the City's ability to access and perform its requisite duties on and to the Facilities and Easement Area. .

10. **Prior Approval of Certain Work.** Prior to undertaking any work below surface within the Easement Area, and prior to any underground installation within the Easement Area, and prior to any surface-grade alteration within the Easement Area that would raise or lower the surface elevation by 1 foot or more, then, in any such event, Grantor shall first submit plans, therefore, to City for approval by City's Commissioner of Public Works ("**DPW Commissioner**"), and any such work, installation or alteration, requires prior approval of the DPW Commissioner.

11. **Recording; Miscellaneous.** This Easement **(a)** shall be recorded with the Milwaukee County Register of Deeds by City, **(b)** is governed by Wisconsin law, **(c)** may only be amended by written instrument signed by all parties, and **(d)** is binding on successors, assigns, and heirs. Grantor has full right and authority to enter, and grant, this Easement.

12. **Public Right-of-Way.** If the Easement Area, or any part thereof, becomes public right-of-way, Grantor's rights hereunder as to such shall terminate but the Easement shall not.

IN WITNESS WHEREOF, THE PARTIES HERETO caused this Easement to be executed by their authorized signatories as of the date first written above.

**CITY: CITY OF MILWAUKEE**

By: \_\_\_\_\_  
Ghassan Korban, Commissioner  
Dept. of Public Works

**Countersigned:**

By: \_\_\_\_\_  
Martin Matson, Comptroller

City Common Council Resolution File No. \_\_\_\_\_  
\_\_\_\_\_ adopted on \_\_\_\_\_  
\_\_\_\_\_.

**CITY ATTORNEY  
APPROVAL/AUTHENTICATION**

\_\_\_\_\_, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the City representatives above per M.C.O. § 304-21, and also authenticates the signatures of those City representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_  
Assistant City Attorney  
State Bar No. \_\_\_\_\_  
Date: \_\_\_\_\_

1047-2012-719:182700

**GRANTOR:**

Patricia L. Crumby

Name Printed: Patricia L. Crumby  
Director of Real Estate

Name Printed: \_\_\_\_\_

**GRANTOR NOTARY**

State of Wisconsin) Illinois  
)ss  
Milwaukee County) COOK

Before me personally appeared the following signatories, Patricia L. Crumby, to me known to be such person(s) who signed this document and acknowledged the same.

Date: 3/21/16  
Marcia A. Young  
Notary Public

Name Printed: Marcia A. Young  
My commission: 4/25/18

[notarial seal]

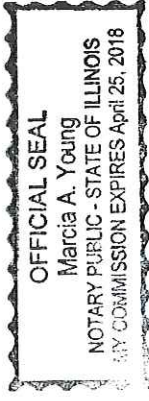


EXHIBIT A  
LEGAL DESCRIPTION OF "EASEMENT AREA"

Easement located in the vacated North 38<sup>th</sup> Street between vacated West Linden Place and West Highland Boulevard in the Northwest ¼ Section 25, Township 7 North, Range 21 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to wit:

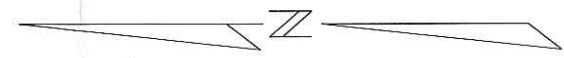
SE-2862

Parcel 1

The easterly one half of vacated North 38<sup>th</sup> Street between a point 15 feet north of the westerly extension of the south line of vacated West Linden Place and a point 45 feet north of the westerly extension of the south line of vacated West Linden Place, and The westerly 26 feet of the easterly one half of vacated North 38<sup>th</sup> Street between 45 feet north of the westerly extension of the south line of vacated West Linden Place and the south line of West Highland Boulevard.

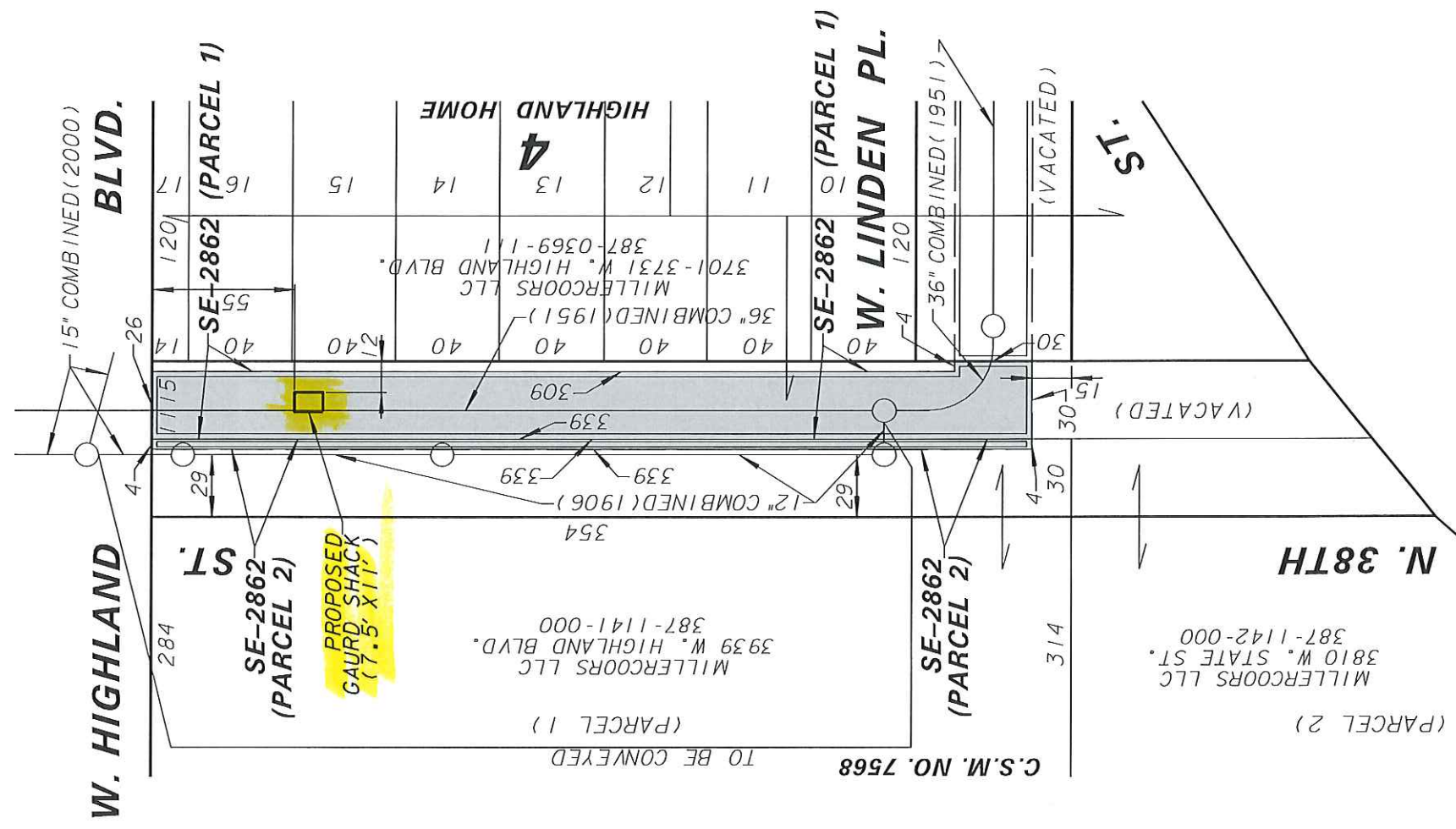
Parcel 2

The easterly 4 feet of the westerly one half of vacated North 38<sup>th</sup> Street between a point 15 feet north of the westerly extension of the south line of vacated West Linden Place and the south line of West Highland Boulevard.



W. STATE

EXHIBIT "B"



**ENVIRONMENTAL ENGINEERING SECTION**  
 INFRASTRUCTURE SERVICES DIVISION  
 DEPARTMENT OF PUBLIC WORKS  
 MILWAUKEE, WISCONSIN

**PLAN OF SEWER EASEMENT**

AREA IN N.W.1/4 SEC.25, T.7 N., R.21 E.  
 N. 38TH ST. FROM W. STATE ST.

TO W. HIGHLAND BLVD..

SCALE 1" = 60' ATLAS PAGE NO. 387 EASE. NO. SE 2862

DRAWN BY JAWISE CH'KD. BY P.VOTAVA W.O. NO.

APPROVED DATE

APPROVED FILE NO. 198-7-33