

PERMIT AND AGREEMENT

*In Vacated South Ferry Street
From East Seeboth Street
To East Pittsburgh Avenue*

Recording Area

Name and Return Address

*Milwaukee Water Works
Water Engineering Section
841 North Broadway, Room 403
Milwaukee, WI 53202*

THIS AGREEMENT, Made this _____ day of _____, A.D. 2006 between the City of Milwaukee, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City" and The 1818 LLC, a Wisconsin Limited Liability Company, including heirs, personal representatives, successors or assigns, of above owner, as may be or may become applicable hereinafter referred to as "Owner".

WITNESSETH

WHEREAS, On November 22, 2005, The City was granted an easement, WE-915, for water purposes in Vacated South Ferry Street from East Seeboth Street to East Pittsburgh Avenue, which was recorded in the Office of the Register of Deeds of Milwaukee County on December 1, 2005 as Document No. 09140251;

WHEREAS, The easement is located in the following described parcel of land having Tax Key Number 428-0244-100, in that part of the Northeast ¼ (NE ¼) of Section Thirty-two (32), Township Seven (7) North, Range Twenty-two (22) East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, to-wit:

The center thirty (30) feet of Vacated South Ferry Street which lies between the south line of East Seeboth Street and the north line of East Pittsburgh Avenue in said Northeast (NE. ¼) of Section Thirty-two (32).

WHEREAS, The owner has requested the City's permission to construct concrete footings, concrete foundation walls, a concrete stoop, a steel sheet piling wall, and a second floor balcony, in and over the easement area; and

WHEREAS, The City will allow the construction of said footings, foundation walls, concrete stoop, sheet piling wall, and second floor balcony in the easement area subject to the following reasonable conditions which the City believes to be necessary;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and the mutual covenants and conditions

hereinafter described, the parties hereto agree to the following conditions:

Water Easement Agreement

W.A. 915

1. *The Owner is hereby permitted to construct the following items, hereinafter referred to as "Improvements", in and over the Easement in accordance with the attached plans:*
 - A. *Footings and a foundation wall on the west edge of said easement from the south line of East Seeboth Street to a point one hundred and eighty-five (185) feet south. Said footings and foundation wall may encroach into the easement two and one half (2 ½) feet for the full length and a maximum of four (4) feet at five specific locations as shown on the attached plans.*
 - B. *Footings, a foundation wall, a concrete stoop, and a second floor balcony directly above said concrete stoop on the east edge of said easement at a point approximately sixty (60) feet south of the south line of East Seeboth Street. Items may encroach into the easement a maximum of three (3) feet as shown on the attached plans.*
 - C. *A steel sheet piling wall on the west side of said easement from the south line of East Seeboth Street to the north line of East Pittsburgh Avenue. Said steel sheet piling wall is being installed for the protection of the existing 36" water main and will be left in place following construction. Said steel sheet piling wall shall be installed with a minimum of three (3) feet outside to outside clearance from the 36" water main as shown on the attached plans.*
2. *That the Owner hereby assumes all liability for any damage to the existing water mains and their appurtenances, hereinafter referred to as "Facilities", and said Improvements or personal injuries to a person or persons resulting from construction, maintenance and use of said Improvements on, over and abutting said Facilities and said easement, and will save and keep the City clear and harmless at all times from any and all claims from any negligence on the part of the Owner, or of persons other than the City; and in case the City shall suffer or become liable for any loss or damage whatsoever arising from or growing out of operating, inspecting, maintaining, repairing, reconstructing, enlarging or using said Facilities, which results from negligence on the part of the Owner, then the Owner shall reimburse the City for the full amount of the loss or damage which the City may have sustained, or for which it may become liable; provided, however, that if any loss, cost or damage 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.*
3. *That any parts of said Improvements therein interfering with the right of full, ready and free access to said Facilities for the purpose of operating, inspecting, maintaining, repairing, reconstructing or enlarging said Facilities, shall be removed by the Owner at the request of the City at no cost to the City; provided that in the event the Owner fails within thirty (30) days after being requested in writing by the City to so remove any part of said Improvements, the City will do so at the cost of the Owner. However, in case of emergency, where in the judgment of the Commissioner of Public Works the potential for damage exists, the notice may be verbal and the 30 day period shall be waived.*
4. *That any subsequent costs for the replacement of any part of said Improvements will be borne by the Owner at no cost to the City.*
5. *That any footings required for said Improvements over said Facilities within said easement limits shall be so designed and at such elevation that the weight of the Improvements will not bear on said Facilities and that footings shall not be closer than five (5) feet from the outside edge of said water facilities.*
6. *That the Owner shall so construct said Improvements within said easement so that in the event it becomes necessary for the City to repair, reconstruct, enlarge, or relocate said Facilities provisions can be made to bring construction equipment into said easement area.*

7. *That all provisions of the said easement, which are not inconsistent with this agreement, shall remain in full force and effect.*
8. *That this agreement shall extend to and apply to both parties, City and Owner, including heirs, personal representatives, successors or assigns, as may be or may become applicable.*

Approved as to contents

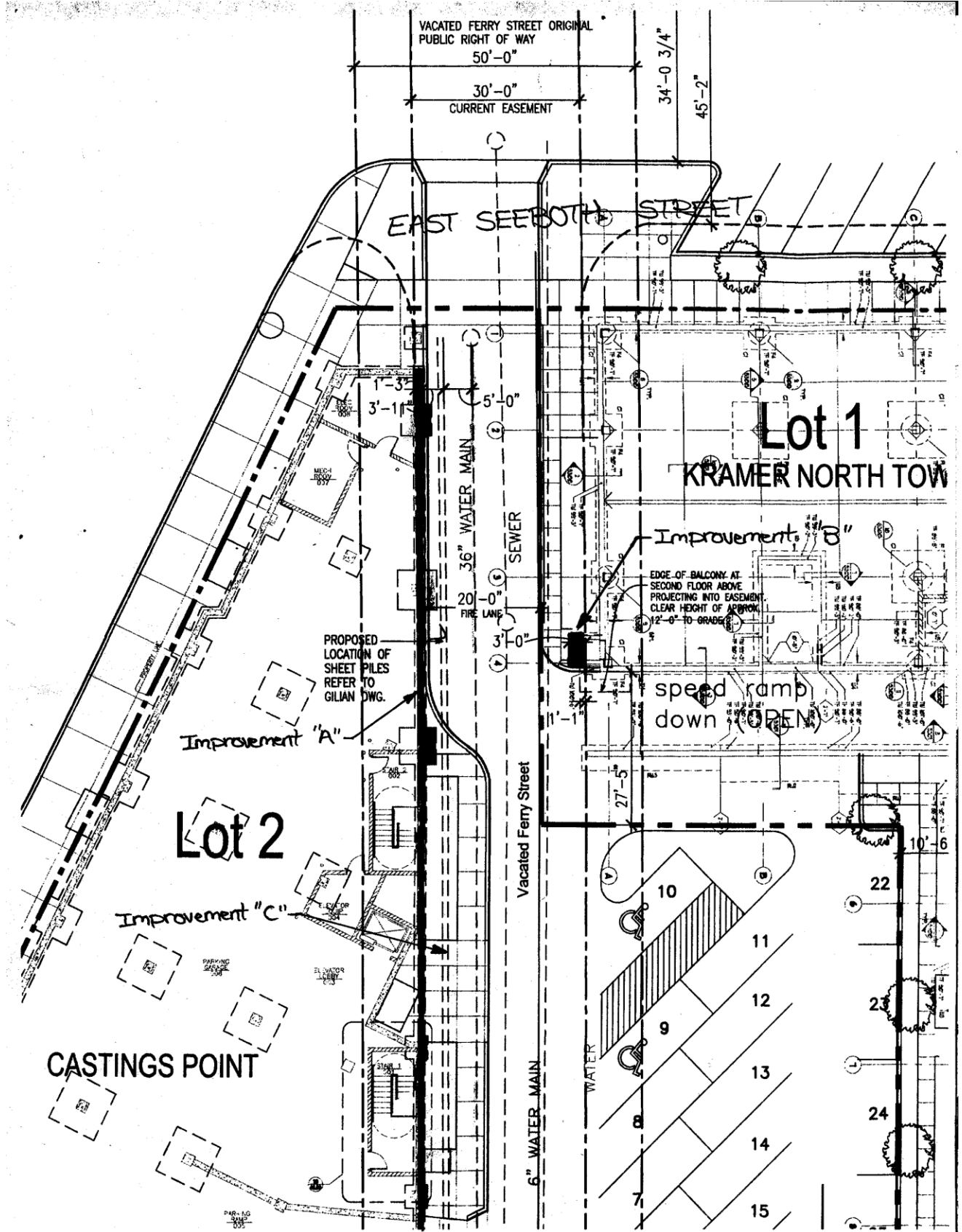
Date:

SUPERINTENDENT, MILWAUKEE WATER WORKS

Approved as to form and Execution

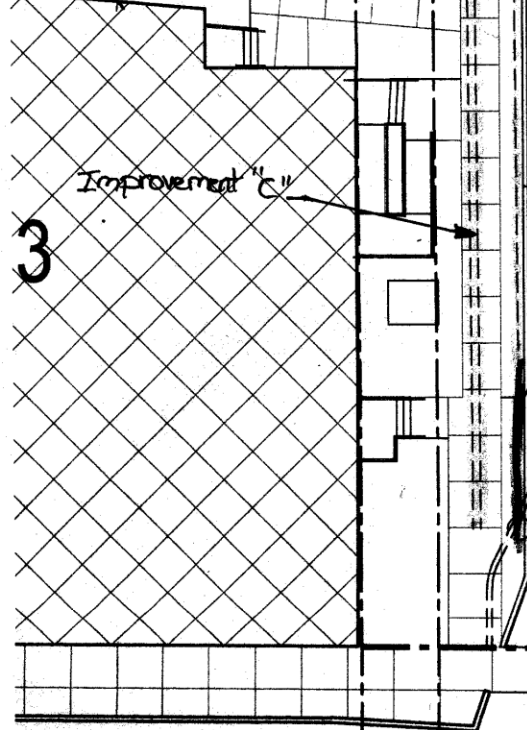
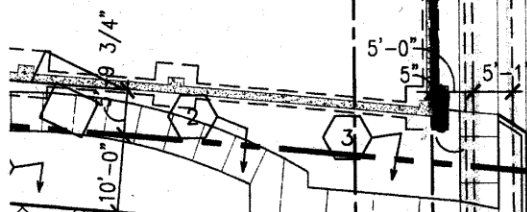
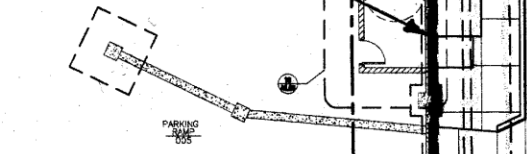
Date:

ASSISTANT CITY ATTORNEY



INGS POINT

Improvement "A"



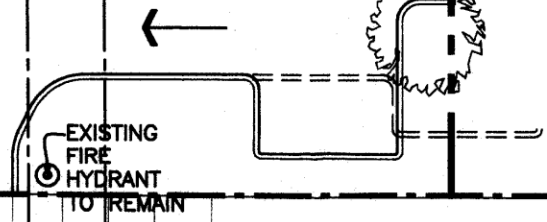
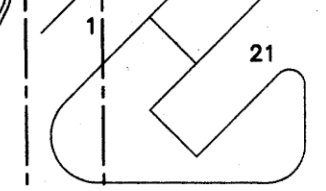
3

Improvement "C"

6" WATER MAIN

WATER

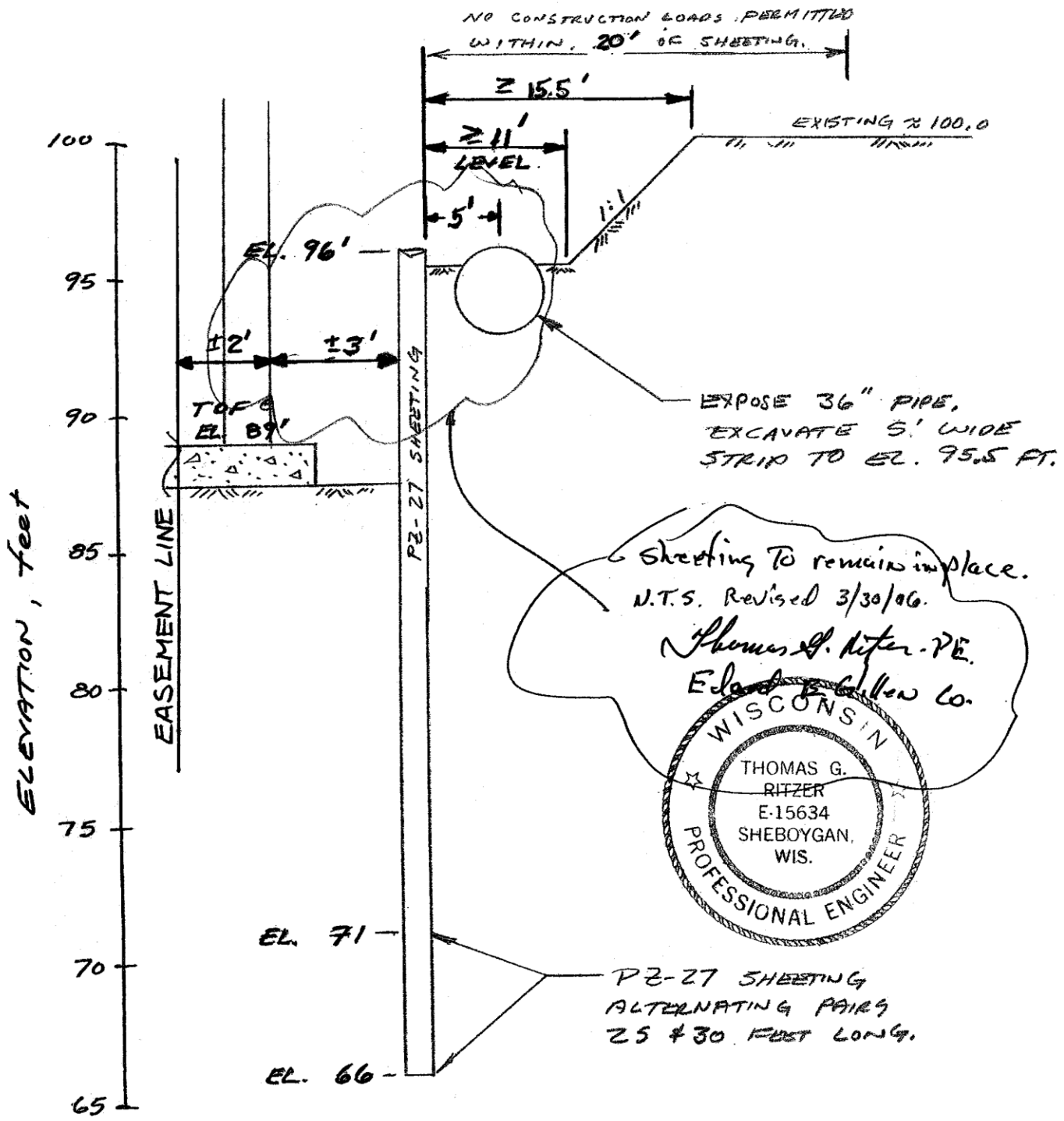
Part of Lot 2



EAST PITTSBURGH AVENUE



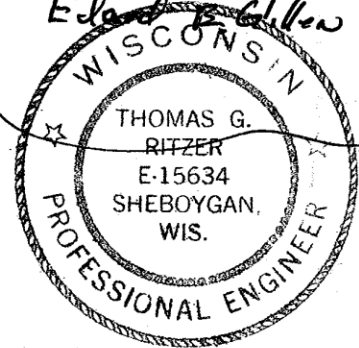
1 ARCHITECT
1" = 20'-0"



EXPOSE 36" PIPE,
EXCAVATE 5' WIDE
STRIP TO EL. 95.5 FT.

Sheeting to remain in place.
N.T.S. Revised 3/30/06.

Thomas G. Ritzer - P.E.
Edward E. Gilman Co.



PZ-27 SHEETING
ALTERNATING PAIRS
25 & 30 FEET LONG.

TYPICAL SECTION