

EASEMENT

Document Number

Document Title

8336863

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED AT 3:27 PM

08-26-2002

IGNATIUS J. NIEMCZYK  
REGISTER OF DEEDS

AMOUNT 21.00

THIS INDENTURE, made by and between THREE OAKS CIRCLE, INC., a Wisconsin not-for-profit corporation ("GRANTOR") and the CITY OF MILWAUKEE, a Wisconsin municipal corporation, ("CITY"),

WITNESSETH:

WHEREAS, GRANTOR is the owner of Parcel 4 of Certified Survey Map No. 7068, a portion of which is subject to this Easement (the "Easement Area"); and

WHEREAS, CITY desires to acquire this Easement for a public street, with sewer and water ("the Utilities"), hereinafter called "Roadway", over GRANTOR's land for ingress to and egress from Parcels 1, 2, 3, and 4 of Certified Survey Map No. 7068 to and from South 60<sup>th</sup> Street in the City of Milwaukee, Wisconsin; and

Recording Area

Name and Return Address

Mr. Thomas O. Gartner  
Office of City Attorney  
200 East Wells Street, Room 800  
Milwaukee, WI 53202

WHEREAS, GRANTOR is willing to grant the Easement for the Roadway to CITY;

572-9996-210-7

Parcel Identification Number (PIN)

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration paid to GRANTOR by CITY, the receipt whereof is hereby acknowledged, GRANTOR does hereby give and grant unto CITY an easement for the Roadway upon, over and across the Easement Area.

The legal description for the real property in which the Easement Area is situated is:

That part of Parcel 4 of Certified Survey Map No. 7068 in the Northeast 1/4 of Section 22, Township 6 North, Range 21 East, described as follows:

Commencing at the most easterly southeast corner of Parcel 4; thence South 87°48'40" West, along the south line of Parcel 4, 53.58 feet to a point; thence North 43°53'37" West 147.25 feet to a point on a curve; thence North 46°06'23" East 40.00 feet, along the chord of said curve, which has a radius of 75.00 feet with its center lying to the northwest having a central angle of 329°04'04.5" and whose arc is 430.75 feet to a point; thence South 43°53'37" East 182.90 feet to the point of beginning.

The above described parcel contains 24, 202 square feet or 0.5556 acres of land.

(The Easement Area is also depicted on Exhibit "A" attached hereto and by this reference incorporated herein.)

THIS EASEMENT is granted upon the following terms and conditions:

1. CITY shall use the Roadway as a public street for vehicular traffic and for the Utilities.
2. CITY shall, at CITY's sole cost and expense, construct, maintain, repair, resurface and replace the Roadway. Only clean fill material shall be used for any road and roadway construction. CITY shall abide by applicable governmental laws, rules, regulations and guidelines for the control of erosion and sediment during construction activities on GRANTOR's land.

REEL 5399  
IMAGE 2763

6

3. CITY has determined that the Roadway will be constructed so as to be one foot above the existing grade and will impair natural drainage. CITY agrees to install such additional drainage facilities as may be required by virtue of the existence of the roadway, such drainage facilities shall be installed by CITY at CITY's expense. If necessary, culverts shall be used to avoid local flooding.

4. CITY shall contact Digger's Hotline at (800) 242-8511 at least 3 days prior to any work, excavation, or construction on GRANTOR's land in order to determine the location of electric, telephone and gas facilities within GRANTOR's land and the applicable clearance requirements for work performed in proximity to such facilities.

5. CITY covenants and agrees that it will indemnify and save harmless GRANTOR, its directors, officers, agents, employees, successors and assigns, from any and all liability, loss, damage, claims, injury, including death, cost of expense of any nature whatsoever, including reasonable attorney fees, arising out of or in connection with CITY's actions or those of its employees, agents, invitees and any and all users of the Roadway whether authorized to use the Roadway or not and whether or not such use is legally permissible or not with respect to the use, existence, construction, maintenance, repair or replacement of the Roadway, by CITY, CITY's employees, agents or invitees, pursuant to the Easement herein granted.

6. In consideration of the conveyance made herein, CITY covenants and agrees to construct and improve the easement area with street, roadway and UTILITY improvements, as hereinbefore stated, equivalent to or better in construction standards and quality of materials than those streets and utilities in the area, in accord with current standards, which connect to existing streets and utilities, and to provide such connections outside the easement area.

7. CITY, at its sole cost and expense, shall be responsible for removal of snow from the Roadway (snow plowing) and for the timely restoration of any damage to GRANTOR's land resulting therefrom.

8. CITY has provided complete construction drawings for the Roadway and improvements which have been reviewed and approved by GRANTOR. Any material alterations or revisions to said construction drawings must be submitted to and approved of by GRANTOR.

9. This Easement shall terminate as to the roadway if the CITY does not use the Easement Area for roadway purposes for a period of more than 4 years; provided, however, that CITY shall retain easement rights for the maintenance, repair and/or replacement of any CITY utilities actively in service within the easement area.

10. This Easement is nonexclusive and GRANTOR reserves the right to grant rights to others for such other purposes as GRANTOR may deem necessary; provided, however, that such rights shall not impair CITY's access over or use of the Roadway or UTILITY installations beneath the Easement Area. Furthermore, GRANTOR reserves unto itself, its successors and assigns, the right, not inconsistent with the rights herein granted, to construct, install, operate, maintain, repair and replace electric lines, gas mains and related facilities, both overhead and underground, upon, over, across, within and beneath the Easement Area on GRANTOR's land.

The covenants herein contained shall bind and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF said THREE OAKS CIRCLE, INC. has caused these presents to be executed on its behalf by its duly authorized officers this 23 day of August, 2002, and the CITY OF MILWAUKEE has caused these presents to be executed on its behalf by its Mayor and City Clerk this 26th day of August, 2002.

REEL 5399 IMAGE 2764

**THREE OAKS CIRCLE, INC.**

By: Sister Regina Pacis Meservey, SSSF  
Sister Regina Pacis Meservey, SSSF, President

Attest: Anne M. Rischar  
Sister Anne Mary Rischar, OSF, Secretary

**CITY OF MILWAUKEE**

Marvin E. Pratt  
~~JOHN O. NORQUIST, Mayor~~  
Marvin E. Pratt, Acting Mayor  
Ronald D. Leonhardt  
RONALD D. LEONHARDT, City Clerk

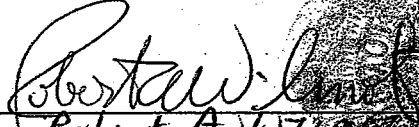
**COUNTERSIGNED:**

W. Martin Morics  
W. MARTIN MORICS, Comptroller *W*

REEL 5399  
IMAGE 2765

STATE OF WISCONSIN )  
 )ss.  
MILWAUKEE COUNTY )

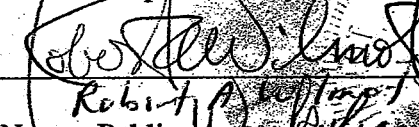
Personally came before me this 23 day of August, 2002, Sister Regina Pacis Meservey, SSSF, President, of the above named corporation, THREE OAKS CIRCLE, INC., known to me to be the person who executed the foregoing instrument and to me known to be such President of said corporation, and acknowledged that she executed the foregoing instrument as such President as the deed of said corporation, by its authority.

  
Robert A. Williams  
Notary Public, Waukesha County, WI

My Commission expires: is permanent

STATE OF WISCONSIN )  
 )ss.  
MILWAUKEE COUNTY )

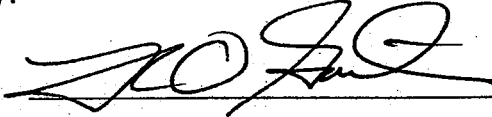
Personally came before me this 23 day of August, 2002, Sister Anne Mary Rischar, OSI Secretary, of the above named corporation, THREE OAKS CIRCLE, INC., known to me to be the person who executed the foregoing instrument and to me known to be such Secretary of said corporation, and acknowledged that he executed the foregoing instrument as such Secretary, as the deed of said corporation, by its authority.

  
Robert A. Williams  
Notary Public, Waukesha County, WI

My Commission expires: is permanent

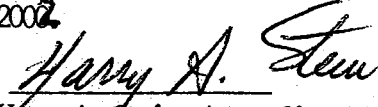
STATE OF WISCONSIN )  
 )ss.  
MILWAUKEE COUNTY )

Personally came before me this 26 day of August, 2002, ~~John O. Norquist~~, Marvin E. Pratt, Acting Mayor of the CITY OF MILWAUKEE, known to me to be the person who executed the foregoing instrument and to me known to be such Mayor of the City of Milwaukee, and acknowledged that he executed the foregoing instrument as such Mayor, as the deed of said City of Milwaukee, by its authority.

  
Notary Public, Milwaukee County, WI

My Commission expires: is permanent

The signature of Marvin E. Pratt,  
Acting Mayor of the City of Milwaukee  
is hereby authenticated this 26th day of August  
2002.

4   
Harry A. Stein, Asst. City Atty.  
State Bar No. 014722 MEMBER: STATE BAR OF WISCONSIN

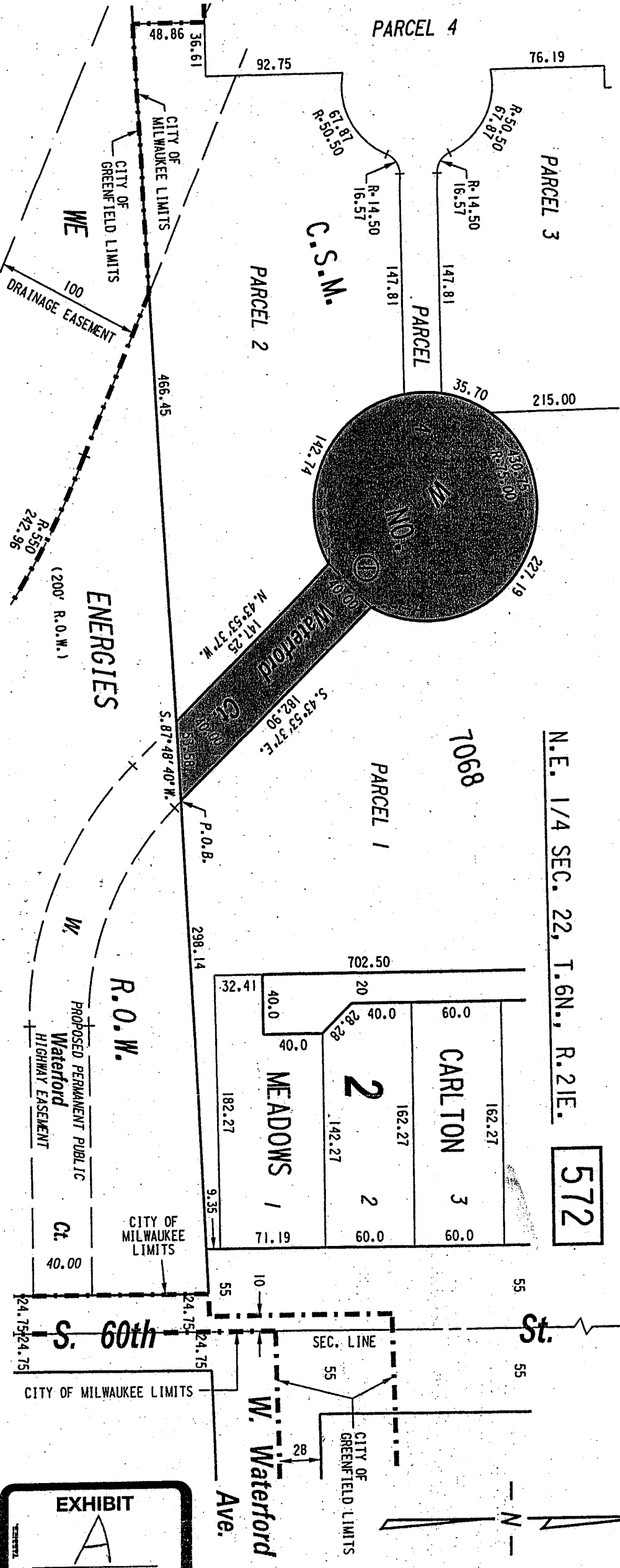
REEL 5399  
IMAGE 2766



N.E. CORNER OF  
N.E. 1/4 SEC. 22-6-21

N.E. 1/4 SEC. 22, T.6N., R.21E.

572



PROPOSED PERMANENT  
PUBLIC HIGHWAY EASEMENT  
TO BE ACQUIRED

- R- 75.00'
- A- 430.75'
- C- 40.00'
- I <- 329° 04' 04.5"
- D <- 164° 32' 02.25"
- C.B.- N. 46° 06' 23" E.

①

FILE NO.

INFRASTRUCTURE SERVICES DIVISION

MILWAUKEE, WISCONSIN

ASSIGNED TO: W.E. FUCHS  
 DRAWN BY: W.E.F.  
 PROJECT/GRANT NO.: WKS2336196  
 APPROVED BY:

CH'K'D. BY: M.C. WILLIAMS  
 DATE: JULY 29, 2002  
 SCALE: 1" = 80'

*Marcus J. Indolfini*  
 CENTRAL DRAFTING & RECORDS MANAGER

*[Signature]*  
 CITY ENGINEER

