

Document Number

Sewer Easement
SE-2694A

Recording Information

Please return Document to:

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

510-0511-000-2

Parcel ID Number

Three Easements (One Permanent and
Two Temporary) of Various Widths
Located in the Area Bounded by
West Oklahoma Avenue, the Kinnickinnic
River, and South 31st Street.

E A S E M E N T S

THIS INDENTURE, Made by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and GRACE EVANGELICAL LUTHERAN CHURCH, owner, (including heirs, personal representatives, successors or assigns, of above owner, as may be or may become applicable), hereinafter called "Grantor".

WITNESSETH

That, WHEREAS, the City desires to acquire one (1) permanent easement and two (2) temporary easements as shown on attached plan, File Number 151-5-38, 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 sewers.

NOW, THEREFORE, in consideration of the grant of one (1) permanent easement and two (2) temporary easements for aforementioned facilities 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 interested in the land hereinafter described, does hereby grant unto the City one (1) permanent easement and two (2) temporary easements 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 the property described on Exhibit 1 attached hereto and made a part hereof.

The above described permanent and temporary easements are part of Tax Key Number 510-0511-000-2.

UPON CONDITION:

1. That said facilities shall be maintained and kept in good order and condition by the City.
2. That no structures may be placed within the limits of the easements by the Grantor excepting that improvements such as lawns, bushes and trees, concrete walks, roadways, driveways, and parking lot surfacing may be constructed, and that the City will replace such damaged or removed lawns, bushes and trees, 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 easements.
3. That in and during whatever construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation 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, bushes and trees, concrete walks, roadways, driveways, or parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save the Grantor 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 the 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.
4. That, in connection with the construction by the Grantor of any structure or building abutting said easements, 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 its agents, employees and contractors, arising out of the construction by the Grantor of any structure or building abutting the said easements, and shall reimburse the City for the full amount of such loss or damage.

5. That no charges will be made against said lands at this time for the cost of construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation of said facilities in the aforescribed property. However, when the Grantor makes application for a permit to connect to said facilities in the aforescribed easements, the regular and customary connection permit fee in effect at the time of application shall be charged and paid.

6. That the facilities shall be accessible for maintenance at all times. The Grantor shall submit plans for approval by the Commissioner of Public Works of the City for any underground installation within the easements.

7. That the Grantor shall submit plans for all surface grade alterations of plus or minus 1 foot or greater within the limits of said easements. Said alterations shall be made only with the approval of the Commissioner of Public Works of the City.

8. That the Grantor 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.

9. That the two (2) temporary easements shall terminate upon completion of the construction of the facilities in the permanent easement.

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

ON THIS DATE OF: July 23, 2001

Charlotte F. Hirschfeld
GRANTOR

Charlotte F. Hirschfeld
GRANTOR

STATE OF Wisconsin)

COUNTY OF Waushara) ss

Before me personally appeared on this 23rd day of July, A.D. 2001.

GRANTOR

GRANTOR

to me known to be the person(s) who executed the foregoing EASEMENTS and acknowledged the same.

Elizabeth Schubert
NOTARY PUBLIC

My Commission expires 11-02-03

This instrument was drafted by the City of Milwaukee.

Approved as to contents
Date:

Jeffrey S. Polenske
CITY ENGINEER, JEFFREY S. POLENESKE, P.E.

Approved as to form and execution
Date: 10-02-01

Mary A. Stern
ASSISTANT CITY ATTORNEY

SANTARY SEWER EASEMENT

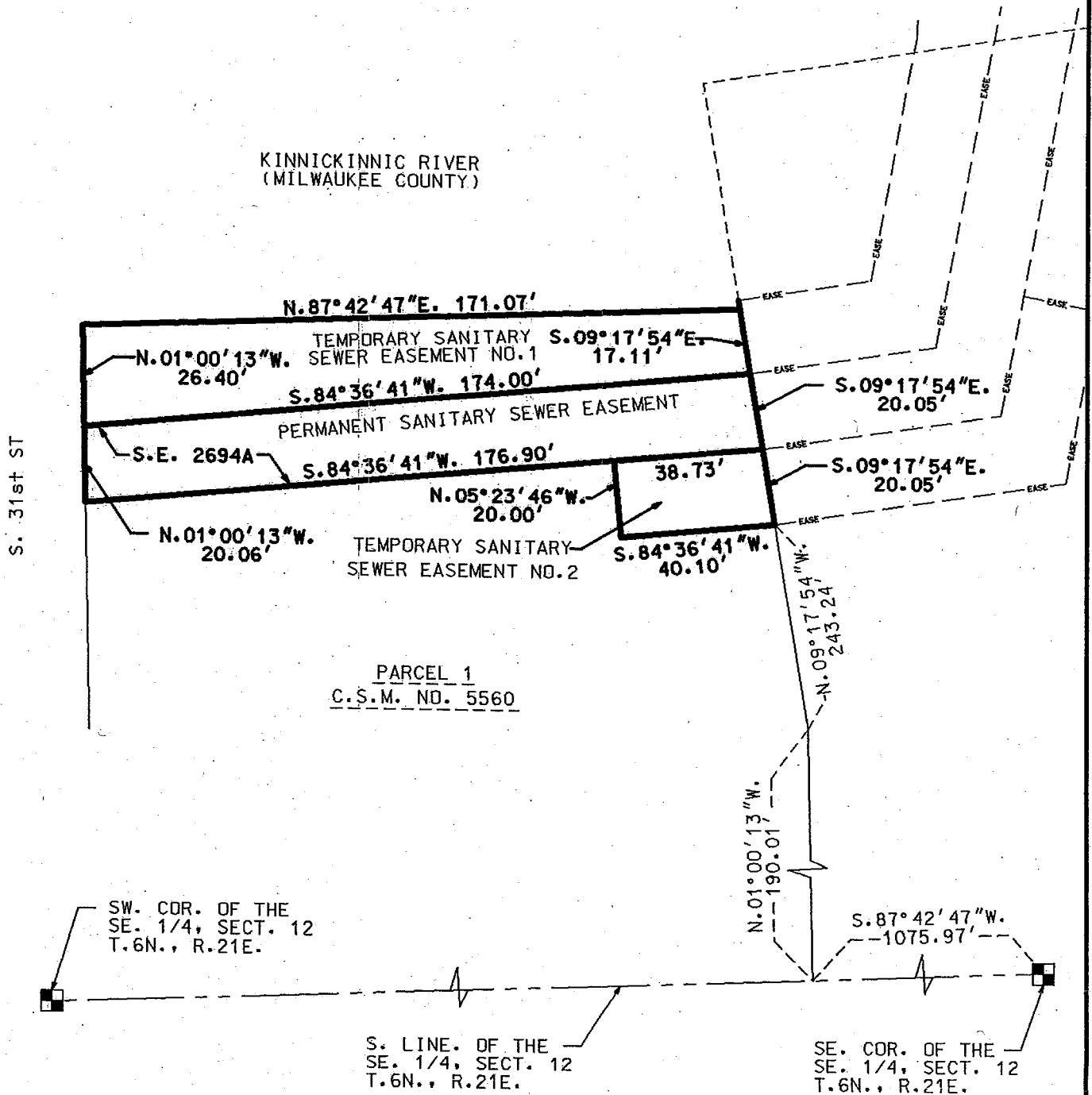
Part of the Southeast 1/4 of Section 12, Township 6 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

EXHIBIT 1

SHEET 1 OF 2

REFERENCE BEARING

ALL BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECT. 12, T.6N., R.21E. WHICH BEARS S.87°42'47"W. AND IS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



**GRAEF
ANHALT
SCHLOEMER**
and Associates Inc.

ENVIRONMENTAL ENGINEERING SECTION		
INFRASTRUCTURE SERVICES DIVISION DEPARTMENT OF PUBLIC WORKS MILWAUKEE, WISCONSIN		
PLAN OF SEWER EASEMENT		
AREA IN S.E. 1/4 SEC. 12, T. 6 N., R. 21 E.		
409' NORTH OF THE NORTHEAST CORNER OF W. OKLAHOMA AVENUE AND S. 31st ST.		
SCALE 1" = 40'	ATLAS PAGE NO. 510	EASE NO. SE 2694A
DRAWN BY MJR	CHKD. BY JTM	W.O. NO. SW172000108
APPROVED <i>Timothy J. Thun</i>		DATE 10/17/01
APPROVED <i>Henry Blenske</i>		FILE NO. 151-5-38

SANITARY SEWER EASEMENT

Legal Description for a Permanent Sanitary Sewer Easement

That part of the Southeast 1/4 of Section 12, Township 6 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Southeast 1/4, thence South $87^{\circ}42'47''$ West, on and along the south line of said Southeast 1/4, 1075.97 feet, thence North $01^{\circ}00'13''$ West, on and along the east line and its extension of Parcel 1 of C.S.M. No. 5560, 190.01 feet; thence North $09^{\circ}17'54''$ West, on and along said east line, 263.29 feet to the point of beginning; thence South $84^{\circ}36'41''$ West, 176.90 feet to the west line of said Parcel 1; thence North $01^{\circ}00'13''$ West, on and along said west line, 20.06 feet; thence North $84^{\circ}36'41''$ East, 174.00 feet to the east line of said Parcel 1; thence South $09^{\circ}17'54''$ East, on and along said east line, 20.05 feet to the point of beginning.

Containing 3,509 square feet (0.08 acres), more or less.

Legal Description for a Temporary Sanitary Sewer Easement No. 1

That part of the Southeast 1/4 of Section 12, Township 6 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Southeast 1/4, thence South $87^{\circ}42'47''$ West, on and along the south line of said Southeast 1/4, 1075.97 feet; thence North $01^{\circ}00'13''$ West, on and along the east line and its extension of Parcel 1 of C.S.M. No. 5560, 190.01 feet; thence North $09^{\circ}17'54''$ West, on and along said east line, 283.34 feet to the point of beginning; thence South $84^{\circ}36'41''$ West, 174.00 feet to the west line of said Parcel 1; thence North $01^{\circ}00'13''$ West, on and along said west line, 26.40 feet to the northwest corner of said Parcel 1; thence North $87^{\circ}42'47''$ East, on and along the north line of said Parcel 1, 171.07 feet to the northeast corner of said Parcel 1; thence South $09^{\circ}17'54''$ East, on and along said east line, 17.11 feet to the point of beginning.

Containing 3,743 square feet (0.09 acres), more or less.

Legal Description for a Temporary Sanitary Sewer Easement No. 2

That part of the Southeast 1/4 of Section 12, Township 6 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Southeast 1/4, thence South $87^{\circ}42'47''$ West, on and along the south line of said Southeast 1/4, 1075.97 feet, thence North $01^{\circ}00'13''$ West, on and along the east line and its extension of Parcel 1 of C.S.M. No. 5560, 190.01 feet; thence North $09^{\circ}17'54''$ West, on and along said east line of said Parcel 1, 243.24 feet to the point of beginning; thence South $84^{\circ}36'41''$ West, 40.10 feet; thence North $05^{\circ}23'46''$ West, 20.00 feet, thence North $84^{\circ}36'41''$ East, 38.73 feet to said east line; thence South $09^{\circ}17'54''$ East, on and along said east line, 20.05 feet to the point of beginning.

Containing 789 square feet (0.02 acres), more or less.



**GRAEF
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EXHIBIT 1

SHEET 2 OF 2