

SEWER EASEMENT

Document Number

Document Title

SEWER EASEMENT  
SE-2823A

**Drafted by:**

City of Milwaukee  
Department of Public Works

Recording Area

Name and Return Address

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

350-0823-121  
Parcel Identification Number (PIN)

**THIS SEWER EASEMENT** (the “EASEMENT”), made as of \_\_\_\_\_, 20\_\_\_\_, is from Milwaukee County (“Grantor”), a municipal body corporate, to 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 Areas.** Grantor owns property in the City of Milwaukee, Wisconsin, with an address of 2001 West Garfield Avenue, Milwaukee, WI 53205, and a tax key number of 350-0823-121 (the “Parcel”), and Grantor is willing to grant to City a permanent easement in and to a part of that Parcel - which part is herein called the “Easement Areas.” The Easement Areas are depicted on EXHIBIT A attached (Plan File No. 198-6-87) and is legally described on EXHIBIT B attached.

**2. Easement Grant.** Grantor grants to City, and City accepts, a permanent easement in and to the Easement Areas, together with the right of ingress and egress to the Easement Areas, so City may enter the Parcel to use the Easement Areas. Within the Easement Areas, City may construct, operate, maintain, inspect, repair, enlarge, reconstruct, replace, and relocate, as City deems necessary, one 60-inch and two 66-inch diameter combined sewers 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 Areas by Grantor except ordinary lawns, walkways, roadways, driveways and parking-lot surfacing (“**Permitted Improvements**”). If, in exercising City’s rights hereunder, City causes damage to, or removes, any Permitted Improvements, City shall replace or repair same, at City expense to substantially the same condition as existed previously. In no case shall the City be responsible for replacing aesthetic plantings.

5. **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.

6. **Grantor Construction.** If Grantor constructs any structure, building, or improvement adjacent to the Easement Areas, or any Permitted Improvement within the Easement Areas, or if Grantor undertakes any other work within the Easement Areas, Grantor assumes liability for any damage to the Facilities in the Easement Areas.

7. **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 Areas, 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.

8. **Access.** The Facilities and Easement Areas shall be accessible to City at all times.

9. **Prior Approval of Certain Work.** Prior to undertaking any work below surface within the Easement Areas, and prior to any underground installation within the Easement Areas, and prior to any surface-grade alteration within the Easement Areas 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 the City for approval by the City’s Commissioner of Public Works (“**DPW Commissioner**”), and any such work, installation or alteration, requires prior approval of the DPW Commissioner.

10. **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.

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



**EXHIBIT B**  
LEGAL DESCRIPTION OF "EASEMENT AREAS"

Part of the Northwest ¼ of Section 19, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Parcel 1

The easterly 75 feet of the vacated northerly east-west leg of the alley bounded by West Garfield Avenue, North 20<sup>th</sup> Street, vacated West Lloyd Street and North 21<sup>st</sup> Street in said Northwest ¼ Section;

Parcel 2

Commencing at the southwesterly corner of Lot 15 in Block 229 in the Continuation of Brown's Addition, a recorded subdivision in said Northwest ¼ section;

Thence, northerly along the westerly line of said Lot 15, 15 feet to a point, said point also being the point of beginning of the land to be described;

Thence, westerly along a line parallel to the southerly line of said Lot 15, 15 feet to a point;

Thence, northerly along the easterly lines of Lots 25, 26, 27, and 28, in said subdivision, 90 feet to a point;

Thence, easterly along a line parallel to the southerly line of said Lot 15, 15 feet to a point;

Thence, southerly along the westerly lines of Lots 12, 13, 14 and 15, in said subdivision, 90 feet to the point of beginning.

Parcel 3

Commencing at the southeasterly corner of Lot 15 in Block 229 in the Continuation of Brown's Addition, a recorded subdivision in said Northwest ¼ section, said point also being the point of beginning of the land to be described;

Thence, southerly along the westerly line of North 20<sup>th</sup> Street, 7.5 feet to a point;

Thence, westerly along a line parallel to the southerly line of said Lot 15, 75 feet to a point;

Thence, northerly along a line parallel to the westerly line of North 20<sup>th</sup> Street, 7.5 feet to a point on the south line of said Lot 15;

Thence, easterly along the southerly line of said Lot 15, 75 feet the point of beginning.

The above described permanent EASEMENTS are a part of Tax Key Number 350-0823-121.