

Sewer/Water Easement
SE-2666A/WE-867

Document Number

Please return Document to:

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

Sewer and Water Easement in South 4th
Street between West Klondike Place and
the alley 108 feet north of West
Klondike Place and in West Klondike
Place between South 4th Street and
South 5th Street.

Recording Area

498-0319-112-2

Tax Key Number

EASEMENT

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

WITNESSETH

That, WHEREAS, The City desires to acquire a permanent EASEMENT as shown on attached plan, File Number 151-4-37, 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 and water mains.

NOW, THEREFORE, in consideration of the grant of the EASEMENT 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 a permanent EASEMENT 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 following described property in that part of the Northeast ¼ (NE ¼) of Section 8, Township 6 North, Range 22 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, as shown on the attached plan, File Number 151-4-37, bounded and described as follows, to-wit:

Commencing at the southwest corner of said Northeast ¼ (NE ¼) Section, which lies at the intersection of the centerline of South 6th Street and the centerline of West Cleveland Avenue;

Thence east thirty-three (33) feet to a point, said point located on the east line of South 6th Street;

Thence north, along the east line of South 6th Street, thirty (30) feet to a point, said point located on the north line of West Cleveland Avenue;

Thence east, along the north line of West Cleveland Avenue, five hundred (500) feet to a point, said point located on the east line of South 5th Street;

Thence north, along the east line of South 5th Street, four hundred fifty-nine and four tenths (459.4) feet to a point, said point located on the north line of West Klondike Place; said point also being the point of beginning of the lands to be described;

Thence East, along the north line of West Klondike Place, two hundred fifty-six (256) feet to a point;

Thence North 09° 59' 24" West, one hundred nine and fourteen hundredths (109.14) feet to a point;

Thence North 88° 17' 12" East, forty and forty-two hundredths (40.42) feet to a point;

Thence South 09° 59' 24" East, one hundred nine and fourteen hundredths (109.14) feet to a point;

Thence South, twenty-six and twenty-one hundredths (26.21) feet to a point;

Thence West, two hundred ninety-six and four tenths (296.4) feet to a point;

Thence north, twenty-five (25) feet to the point of beginning.

The above described permanent EASEMENT is a part of Tax Key Number 498-0319-112-2.

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 EASEMENT by the Grantor excepting that improvements such as lawns, concrete walks, roadways, driveways, and parking lot surfacing may be constructed, and that the City will replace such damaged or removed lawns, 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 EASEMENT.

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, 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 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 EASEMENT, the Grantor will assume all liability for any damage to the FACILITIES in the abovedescribed 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 person other than the City, arising out of the construction by the Grantor of any structure or building abutting the said EASEMENT, 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 abovedescribed property. However, when the Grantor makes application for a permit to connect to said FACILITIES in the abovedescribed EASEMENT, the regular and customary connection permit fee in effect at the time of application shall be charged and paid.

6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 3.3.0 of the "Rules and Regulations Governing Water Services" dated 1985 and subsequent amendments thereto shall apply to all water services which are within the EASEMENT defined limits and also within the limits of any adjoining easements; except that the City of Milwaukee Water Works, a utility owned by the City of Milwaukee shall in no case be responsible for maintaining at its expense any portion of said water services outside of the EASEMENT defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Services".

7. 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 EASEMENT.

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

9. That the Grantor shall be responsible for adjusting the elevations of all sewer and water appurtenances necessitated by alteration of surface elevations within the abovedescribed property. Said adjustments shall be required to provide free access to all sewer and water appurtenances and shall be made only with the approval of the Commissioner of Public Works of the City.

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

ON THIS DATE OF: December 6th, 2001

[Signature]
GRANTOR

LORRAINE R CAIN
GRANTOR

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Before me personally appeared on this 6th day of DECEMBER A.D., 2001.

LORRAINE R CAIN
NAME OF GRANTOR

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

[Signature]
Notary Public, State of Wisconsin County of Milw.
My Commission Expires Nov 23, 2003

This instrument was drafted by the City of Milwaukee.

Approved as to contents

[Signature]
CITY ENGINEER, Jeffrey S. Polenske, P.E

Date: 11/30/2001

Approved as to form and execution

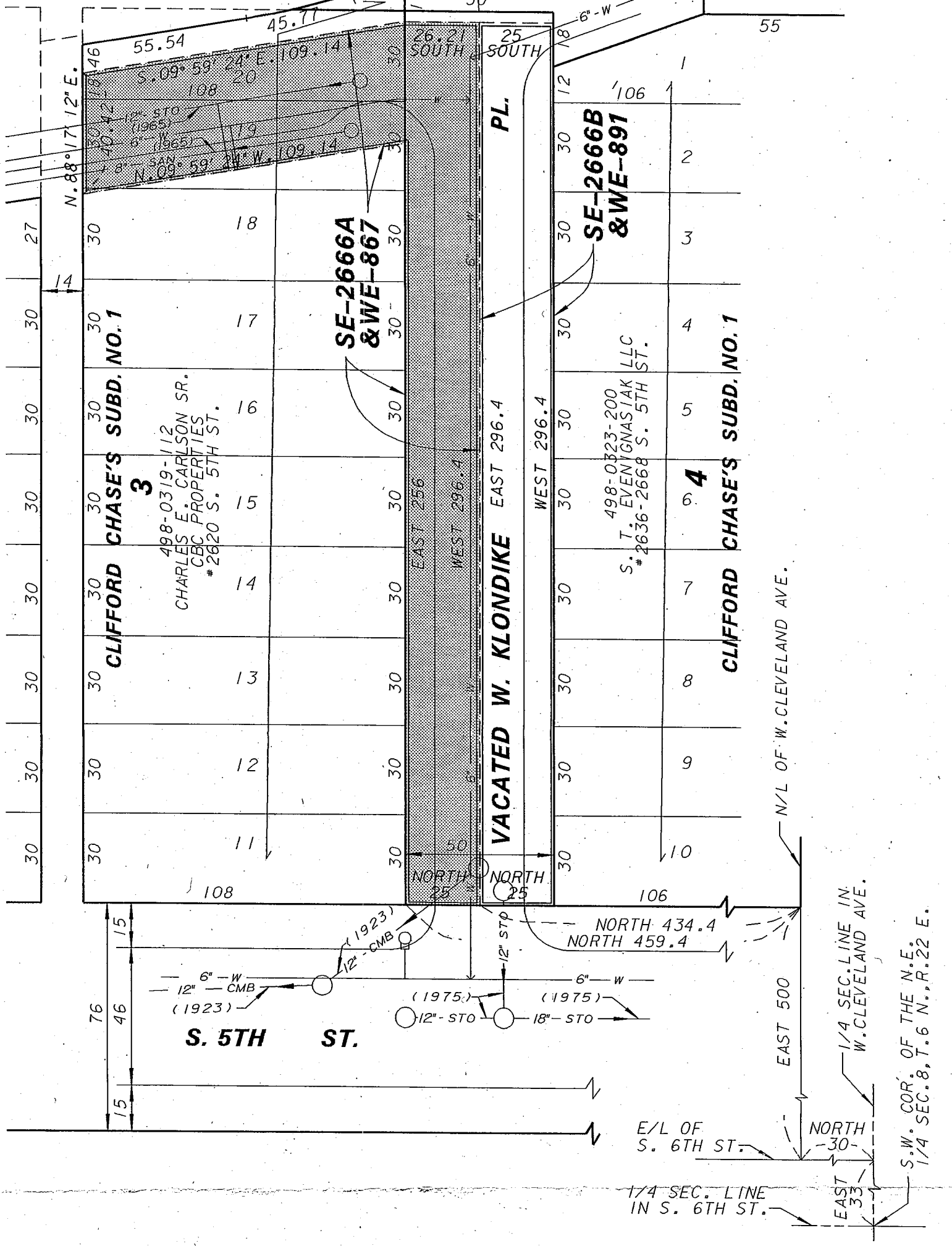
[Signature]
ASSISTANT CITY ATTORNEY, Harry A. Stein

Date: 12-17-01

498-0418-111
MILWAUKEE COUNTY
ACTIVE FRWY/HWY LANDS

498-0323-110
STATE OF WIS X-WAY

S. 4TH ST.



ENVIRONMENTAL ENGINEERING SECTION

INFRASTRUCTURE SERVICES DIVISION
DEPARTMENT OF PUBLIC WORKS
MILWAUKEE, WISCONSIN

PLAN OF SEWER EASEMENT

AREA IN N.E. 1/4 SEC. 8, T. 6 N., R. 22 E.

VAC. W. KLONDIKE PL FROM S. 4TH ST. EXT'D. TO S. 5TH ST.
AND S. 4TH ST. EXT'D. FROM VAC. W. KLONDIKE PL TO ALLEY N.

SCALE 1"= 40' ATLAS PAGE NO. 498 EASE NOS. SE-2666A, 2666B, & WE-867,891

DRAWN BY VALENTE CH/KD. BY W.O. NO. 4783

APPROVED DATE

APPROVED FILE NO. 151-4-37