

Infrastructure Services Division
Environmental Engineering Section
RJR/gw

SE-2687A

Easement 10 feet in width and
106 feet in length located
north of West Clovernook Avenue
and west of North 94th Street.

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 William Ryan Homes, an Illinois corporation, owner(s), (including heirs, personal representatives, successors or assigns, of above owners, as may be or may become applicable) hereinafter called "Grantor", (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

That, WHEREAS, The city desires to acquire a permanent EASEMENT as shown on attached plan, File Number 151-4-44, 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 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 Southeast $\frac{1}{4}$ (SE $\frac{1}{4}$) of Section 20, Township 8 North, Range 21 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:

Commencing at the Southeast corner of Lot 5, Block 3 of Riverwoods of Milwaukee, Addition No. 1 in the Southeast one-quarter (SE $\frac{1}{4}$) of Section 20, Township 8 North, Range 21 East,

said corner being the point of beginning of the land to be described;

Thence South $87^{\circ}37'42''$, West one hundred one and three one hundredths (101.03) feet to a point;

Thence North $2^{\circ}22'18''$, West ten (10) feet to a point;

Thence North $87^{\circ}37'42''$, East one hundred five and eighty-five one hundredths (105.85) feet;

Thence South $23^{\circ}21'24''$, West eleven and ten one hundredths (11.10) feet to the point of beginning.

The above described permanent EASEMENT is a part of Tax Key Number 144-9987.

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 aforescribed property. However, when the Grantor makes application for a permit to connect to said FACILITIES in the aforescribed EASEMENT, 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 EASEMENT.
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 EASEMENT. Said alterations shall be made only with the approval of the Commission 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 adjustment 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.

