

Sewer Easement  
SE-2763

Document Number

Please return Document to:

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

An 11-foot wide Easement located in Vacated  
West Thurston Avenue between North 76<sup>th</sup>  
Street and Vacated North 75<sup>th</sup> Street.

Recording Area

175-0554-113

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 Kalan Haywood, owner, (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 198-1-82, 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 the Southwest ¼ (SW ¼) of Section 27, Township 8 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:

Beginning at the southwesterly corner of Lot 7 in Block 16 of Princeton Gardens, a recorded subdivision, in said Southwest ¼ Section;

Thence S 00°22'02" W 45.00 feet to the point of beginning of the storm easement to be described;

Thence S 00°22'02" W 11.00 feet to a point;

Thence S 89°09'13" E 41.34 feet to a point;

Thence 11.11 feet along the arc of a curve whose center lies to the east, whose radius is 45.00 feet and whose chord bears N 06°49'31" W, said line also being on the east line of Vacated West Thurston Avenue;

Thence 0.38 foot along the east line of Vacated West Thurston Avenue to a point;

Thence N 89°09'13" W 40.00 feet along the center line of Vacated West Thurston Avenue to the point of beginning.

The above described permanent EASEMENT is a part of Tax Key Number 175-0554-113.

UPON CONDITION:

1. That said FACILITIES shall be maintained and kept in good order and condition by the Grantee.
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 Grantee, be replaced in substantially the same condition as it was prior to such disturbance: except that the Grantee 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 Grantee shall save the Grantor harmless from any loss, damage, injury or liability resulting from negligence on the part of the Grantee 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 Grantee 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 Grantee clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantee, arising out of the construction by the Grantor of any structure or building abutting the said EASEMENT, and shall reimburse the Grantee for the full amount of such loss or damage.
5. That no additional charges will be made against said lands for the cost of construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation of said FACILITIES in the aforescribed property. Excepting that 1) 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 paid, and 2) The sewer maintenance, user fees or other sewer fees in effect for all City of Milwaukee serviced properties, that appear as charges to Grantor's herein described property, shall be 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 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.

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

ON THIS DATE OF: April 15, 2005

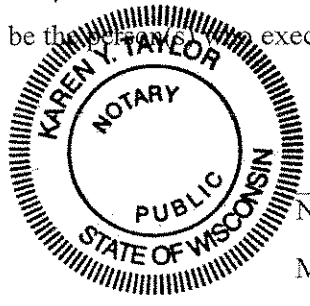
[Signature]  
Kalah Haywood

STATE OF WISCONSIN )  
                                  ) SS  
MILWAUKEE COUNTY )

Before me personally appeared on this 15<sup>th</sup> day of April A.D., 2005.

KALAH HAYWOOD  
NAME OF GRANTOR

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



[Signature]  
Notary Public, State of Wisconsin  
My Commission Expires June 26, 2005

This instrument was drafted by the City of Milwaukee.

Approved as to contents  
[Signature]  
CITY ENGINEER, Jeffrey S. Potenske, P.E.

4/14/05  
Date

Approved as to form and execution  
[Signature]  
ASSISTANT CITY ATTORNEY, Greg C. Hagopian

4-18-05  
Date