

Document Number	<b>SEWER AGREEMENT SA-1588 Parcel A</b>
Document Title	
<b>SEWER AGREEMENT SA-1588 Parcel A</b>	
<b><u>Drafted by:</u></b> 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	
553-0751-000	
Parcel Identification Number (PIN)	

**THIS SEWER AGREEMENT** (the “**AGREEMENT**”), made as of \_\_\_\_\_, 2015, is between Loomis Centre, LLC, a Wisconsin limited liability company (“Owner”), and the City of Milwaukee (“City”), a municipal corporation, and is for good and valuable consideration, the receipt and sufficiency of which are acknowledged.

- Easement.** On November 15, 1962, the City was granted an Easement for sewer facilities (“Facilities”) which was recorded in the Office of the Register of Deeds of Milwaukee County on January 18, 1963, as Document No. 4000026 (“Easement”).
- Easement Area.** The Easement is located on property with an address of 3555 South 27<sup>th</sup> Street, Milwaukee, Wisconsin, and a tax key number of 553-0751-000 (the “Parcel”), and encumbered a part of the Parcel - which part is herein called the “Easement Area” and legally described on **EXHIBIT A** attached.
- Improvements.** The Owner requested the City’s permission to construct certain improvements in and over a portion of the Easement Area and the City grants Owner permission to construct and maintain a new building and associated landscape and parking areas (collectively, the “Improvements”) within the Easement Area subject to the terms contained herein and in accordance with the following conditions:

- A. That the Owner shall submit Footing and Foundation Plans for review by the City and for approval by the Commissioner of Public Works before any construction is commenced in the Easement Area.
- B. That the Owner hereby assumes all liability for any damage to the Facilities located within the Easement Area or injuries to a person or persons resulting from construction, maintenance and use of said Improvements on, over and abutting said Facilities and said easement.
- C. That the Owner 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.
- D. That said Facilities shall be maintained and kept in good order and condition by the City.

4. **Access to City Facilities.** Owner shall construct the Improvements so that if City needs to access its Facilities, as defined in the Easement, construction equipment can easily be brought into the Easement Area. If the Improvements have to be moved in order for the City to gain access to the Facilities, the Owner shall be responsible for the cost of moving and replacing the Improvements. The Owner shall also be responsible for any additional costs of the City's maintenance activities or access made necessary because of the existence of the Improvements.

5. **Proximity to Facilities.** Any footings required for the Improvements over the Facilities shall be so designed and at such elevation that the weight of the Improvements will not bear on the Facilities and such footings shall not be closer than five feet from the outside edge of the Facilities.

6. **Repair/Replacement of Improvementss.** Any costs for construction, installation, repair or replacement of any part of the Improvements shall be borne by the Owner at no cost to the City.

7. **Hold Harmless.** The Owner shall hold the City harmless from any loss or injury resulting from any willful or negligent acts or omissions of the Owner or persons other than the City, arising out of the construction, maintenance, repair, replacement, existence, or use of the Improvements on, over, and abutting said Facilities and said easement. The Owner shall reimburse the City for any damage to the Facilities resulting from the construction, maintenance, repair, replacement, existence, or use of the Improvements.

8. **Interference with City's Easement Rights.** Any parts of the Improvements that interfere with the City's rights under the Easement shall be removed by the Owner, at no cost to the City, within 30 days after receiving a written notice of such interference from the City. In the event the Owner fails within 30 days of such notice to remove the part of the Improvements interfering with the City's rights, the City may cause the removal of such Improvements at Owner's cost. When, in the judgment of the City's Commissioner of Public Works, the potential for imminent

damage to the Facilities exists, the notice from the City may be verbal and immediate without the 30 day advance period.

**9. Other Provisions Unchanged.** All provisions of the Easement, which are not inconsistent with this Amendment, shall remain in full force and effect.

**10. Recording; Miscellaneous.** This Agreement **(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, personal representatives, assigns, and heirs.

<p><b>CITY: CITY OF MILWAUKEE</b></p> <p>By: _____          Ghassan Korban, Commissioner          Dept. of Public Works</p> <p><b>Countersigned:</b></p> <p>By: _____          Martin Matson, Comptroller</p> <p><b>City Common Council Resolution File No.</b>          _____ <b>adopted</b> _____, <b>20</b> ____.</p> <p><b>CITY ATTORNEY</b>  <b>APPROVAL/AUTHENTICATION</b></p> <p>_____, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the City representatives above per M.C.O. § 304-21, and also authenticates the signatures of those City representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).</p> <p>By: _____</p> <p>Name Printed: _____          Assistant City Attorney          State Bar No. _____          Date: _____</p> <p>1047-2012-719:182521</p>	<p><b>OWNER: LOOMIS CENTRE, LLC</b></p> <p>By: _____          Name Printed: David Israel, Manager</p> <p><b>OWNER NOTARY</b></p> <p>State of Illinois    )            )ss          Cook County        )</p> <p>Before me personally appeared the following signatory, David Israel, to me known to be such person who signed this document and acknowledged the same.</p> <p>Date: _____</p> <p>_____          Notary Public</p> <p>Name Printed: _____</p> <p>My commission: _____</p> <p>[notarial seal]</p>
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**EXHIBIT A**  
**LEGAL DESCRIPTION OF EXISTING "EASEMENT AREA"**

An easement 30 feet in width located in Certified Survey Map No. 7349, a recorded survey map located in the SE<sup>1</sup>/<sub>4</sub>, Section 13, Township 6 North, Range 21 East, in the City of Milwaukee, Wisconsin.

Commencing at the north east corner of said SE <sup>1</sup>/<sub>4</sub> section;

Thence South 88°48'35" seconds West along the North line of said <sup>1</sup>/<sub>4</sub> section 1,109.75 feet to a point;

Thence South 0°9'27" West 75.01 feet to the point of beginning, which point is in the South line of West Morgan Avenue;

Thence North 88°48'35" East along the South line of West Morgan Avenue 30.01 feet to a point;

Thence South 0°9'27" West 1,088.96 feet to a point;

Thence South 41°7'23" East 33.31 feet to a point in the Northerly line of West Loomis Road;

Thence Southwesterly along the Northerly line of West Loomis Road a curved line the radius of which is lying Southeasterly 2,924.79 feet and whose long chord is 69.33 feet and bears South 48°43'50" seconds West a distance of 69.34 feet to a point;

Thence North 0°9'27" East 1,159.16 feet to the place of beginning

The above described permanent EASEMENT affects the Easement Area which is part of Tax Key Number 553-0751-000.