

WATER AND SEWER EASEMENT
W.E. 877 AND S.E. 2755

Document Number

Document Title

WATER AND SEWER EASEMENT
WE-877 AND SE-2755

In C.S.M. No. 6921, Parcel 4, and
C.S.M. No. 6922, Parcel 1

Drafted by:

City of Milwaukee
Department of Public Works

Recording Area

Name and Return Address

Milwaukee Water Works
DPW – Water Engineering Section
841 North Broadway – Room 403
Milwaukee, WI 53202

361-1961-100

Parcel Identification Number (PIN)

THIS WATER AND SEWER EASEMENT (the “**EASEMENT**”), made as of _____, 20____, is from The Brewery Works Inc. (“**Grantor**”) 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 Area.** Grantor owns property in the City of Milwaukee, Wisconsin, with an address of 201 West Pleasant Street, and tax key number of 361-1961-100 (the “**Parcel**”), and Grantor is willing to grant to City a permanent easement in and to a part of these Parcel - which part is herein called the “**Easement Area.**” The Easement Area is legally described on **EXHIBIT A** attached and is depicted on **EXHIBIT B** attached (Plan File No. WE877).
- 2. Easement Grant.** Grantor grants to City, and City accepts, a permanent easement in and to the Easement Area, together with the right of ingress and egress to the Easement Area, so City may enter the Parcels to use the Easement Area. Within the Easement Area, City may construct, operate, maintain, inspect, repair, enlarge, reconstruct, replace, and relocate, as City deems necessary, 6” and 12” water mains and 12”, 15”, 18”, 24”, 30”, 36”, 60”, 66”, & 72” combined sewer 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 Area 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. The parties acknowledge that there are already existing improvements within the Easement Area that are not Permitted Improvements under this Agreement and may interfere with City’s use of the Easement Area. Should these existing improvements need to be removed or become damaged because of City’s use of the Easement Area, Grantor shall be liable for any costs to remove or repair the existing improvements. The locations of these improvements are shown on Exhibit B and include the following:

1. Brick columns and their associated footings and foundations, and steel archway located at West Cherry Street. The archway spans approximately 40’ and is centered in the former 80’ right-of-way of North 2nd Street.
2. Brick columns and their associated footings and foundations, and steel archway located at West Pleasant Street. The archway spans approximately 40’ and is centered in the former 80’ right of way of North 2nd Street.
3. Brick columns and their associated footings and foundations, and steel archway centered in a brick wall and their associated footings and foundations with two entry gates at North Dr. Martin Luther King Jr. Drive. The brick wall spans the former 80’ right-of-way of West Galena Street.

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 Area, or any Permitted Improvement within the Easement Area, or if Grantor undertakes any other work within the Easement Area, Grantor assumes liability for any damage to the Facilities in the Easement Area.

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 Area, 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 water and sewer maintenance, user fees, and other water and 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 Area shall be accessible to City at all times.

9. **Prior Approval of Certain Work.** Prior to undertaking any work below surface within the Easement Area, and prior to any underground installation within the Easement Area, and prior to any surface-grade alteration within the Easement Area 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 Area, or any part thereof, becomes public right-of-way, Grantor's rights hereunder as to such shall terminate but the Easement shall not.

IN WITNESS WHEREOF, THE PARTIES HERETO caused this Easement to be executed by their authorized signatories as of the date first written above.

CITY: CITY OF MILWAUKEE

By: Ghassan Korban
Ghassan Korban, Commissioner
Dept. of Public Works

Countersigned:

By: Martin Matson
Martin Matson, Comptroller *AD*

City Common Council Resolution File No. _____, adopted on _____

**CITY ATTORNEY
APPROVAL/AUTHENTICATION**

_____, 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).

By: _____

Name Printed: _____
Assistant City Attorney
State Bar No. _____
Date: _____

1047-2012-719:182700

GRANTOR: THE BREWERY WORKS, INC.

Sam Denny

Name Printed: Sam Denny
Title: Executive Vice President + General Manager

Nicholas Gutowski

Name Printed: NICHOLAS GUTOWSKI
Title: Maintenance Director

GRANTOR NOTARY

State of Wisconsin)
)ss
Milwaukee County)

Before me personally appeared the following signatories, SAMUEL H. DENNY AND NICHOLAS GUTOWSKI, to me known to be such person(s) who signed this document and acknowledged the same.

Date: 4/24/14

Susan L. Press
Notary Public

Name Printed: SUSAN L. PRESS

My commission: expires 11/15/2017

[notarial seal]

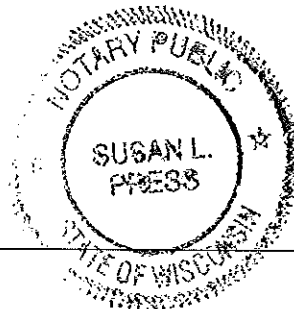


EXHIBIT A TO WATER AND SEWER EASEMENT W.E. 877 AND S.E. 2755

LEGAL DESCRIPTION OF "EASEMENT AREA"

In Parcel 1 Certified Survey Map No. 6921 and Parcel 4 of Certified Survey Map No. 6922, in the Southeast One-quarter (SE. ¼) of Section Twenty (20), Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the southeast corner of Parcel 1, C.S.M. No. 6922, said point also being on the north line of West Cherry Street; thence South 89° 52' 40" West, 5.00 feet, along said north line, to the point of beginning of the easement to be described; thence continuing South 89° 52' 40" West, 70.00 feet, along said north line, to a point; thence North 00° 03' 50" West, 442.92 feet to a point; thence South 89° 56' 10" West, 327.60 feet to a point, said point being on the east line of North Dr. Martin Luther King Jr. Dr. thence North 00° 01' 00" East, 35.00 feet along said east line, to a point; thence North 89° 56' 10" East, 352.60 feet to a point; thence North 00° 06' 10" West, 430.36 feet to a point; thence South 89° 53' 10" West, 30.00 feet to a point; thence North 00° 06' 10" West, 15.00 feet to a point; said point being on the south line of West Pleasant Street; thence North 89° 53' 10" East, 59.00 feet, along said south line, to a point; thence South 00° 06' 10" East, 147.00 feet to a point; thence North 89° 53' 10" East, 14.00 feet to a point; thence South 00° 06' 10" East, 20.00 feet to a point; thence South 89° 53' 10" West, 3.00 feet to a point; thence South 00° 06' 10" East, 278.36 feet to a point; thence North 89° 56' 10" East, 10.00 feet to a point, said point being on the east line of said Parcel 1; thence South 00° 03' 50" East, 30.00 feet, along said east line, to a point; thence South 89° 56' 10" West, 5.00 feet to a point; thence South 00° 03' 50" East, 447.92 feet to the point of beginning of the easement.