

Sewer Easement
Permit and Agreement
SA-2694B

Document Number

Please return Document to:

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

Permit and Agreement located north
of West Oklahoma Avenue, east of
South 31st St, and along and through
the Kinnickinnic River

Recording Area

510-9998-111-7

Tax Key Number

PERMIT AND AGREEMENT

THIS INDENTURE, Made this _____ day of _____, A.D. 20____ by and between the CITY OF MILWAUKEE, a Municipal Corporation of the State of Wisconsin, hereinafter referred to as "City", and Aurora Health Care Metro, Inc., (including heirs, personal representatives, successors or assigns, of above owners, as may be or may become applicable) hereinafter called "Aurora" .

WITNESSETH

That, WHEREAS, On January 8, 2002, the City was granted an easement, SE-2694B, for sewer purposes located north of West Oklahoma Avenue and east of South 31st Street, and along and through the Kinnickinnic River, hereinafter referred to as "EASEMENT", by Milwaukee County, a Municipal Body Corporate, hereinafter referred to as "County" and;

WHEREAS, The EASEMENT is located in the following described parcel of land having Tax Key Number 510-9998-111-7, in that part of the Southeast ¼ (SE ¼) of Section 12, Township 6 North, Range 21 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, to-wit:

That portion bounded and described as the Permanent Sanitary Sewer Easement on Exhibit 1 attached hereto and made a part hereof.

And, WHEREAS, Aurora has received the County's permission to construct portions of buildings, loading docks, stairways and other appurtenant structures, asphalt and concrete pavements; hereinafter referred to as "IMPROVEMENTS," in and over a portion of County land, a portion of which is the EASEMENT area; and

WHEREAS, The City will allow the construction of the IMPROVEMENTS in and over the EASEMENT area, subject to the consent of the County to this permit and agreement and the following conditions which the City believes to be necessary;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and the mutual covenants and conditions hereinafter described, the parties hereto agree to the following conditions:

UPON CONDITION

1. That Aurora is hereby permitted to construct the "IMPROVEMENTS" in and over the EASEMENT in accordance with the Foundation Plans that have been submitted to the City Engineer.
2. That Aurora hereby assumes all liability for: 1) Any damage to the existing sanitary sewer and its appurtenances, hereinafter referred to as "FACILITIES"; 2) Any damage to said IMPROVEMENTS, and; 3) Personal injuries to a person or persons, resulting from construction, maintenance or use of said IMPROVEMENTS on, over and abutting said FACILITIES and said EASEMENT; and will save and keep the City clear and harmless at all times from any and all claims from any negligence on the part of the Owner, or of persons other than the City; and in case the City shall suffer or become liable for any loss or damage whatsoever resulting from negligence on the part of the Owner arising from or growing out of operation, inspecting, maintaining, repairing, reconstructing, enlarging or using said IMPROVEMENTS, then the Owner shall reimburse the City for the full amount of the loss, cost or damage which the City may have sustained, or for which it may become liable; provided however, that if any loss, cost or damage 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.
3. That any parts of the IMPROVEMENTS interfering with the right of full, ready and free access to said FACILITIES for the purpose of operating, inspecting, maintaining, repairing, reconstructing or enlarging said FACILITIES, shall be removed by the Owner, at the request of the City at no cost to the City; provided that in the event the Owner fails within thirty (30) days after being requested in writing by the City to so remove any part of said IMPROVEMENTS, the City will do so at the cost of the Owner. However, in case of emergency, where in the judgment of the Commissioner of Public Works the potential for damage exists, the notice may be verbal and the 30-day period shall be waived.
4. That any footings, piles, grade beams and other structures which transfer the load of the IMPROVEMENTS to the surrounding soil within the EASEMENT shall be so designed, constructed, and at such elevation that the weight of the IMPROVEMENTS will not bear on the FACILITIES.
5. That any subsequent costs for the replacement of any part of said IMPROVEMENTS or their contents will be borne by Aurora, its successors or assigns, at no cost to the City.
6. That all provisions of the EASEMENT which are not inconsistent with this agreement shall remain in full force and effect.
7. That this agreement shall extend to and apply to both parties, City and Aurora, including heirs, personal representatives, successors or assigns, as may be or may become applicable.
8. That prior to construction of the IMPROVEMENTS and immediately after construction is complete, Aurora shall televise or pay to have the sanitary sewer televised and provide the tapes to the City for review. The sewer shall be televised from City manhole number 510D004 to 510C028.
9. That all manholes in the EASEMENT which provide access to the sanitary sewer shall be maintained before, during and after construction of the IMPROVEMENTS so that they shall be accessible at all times by truck for cleaning, inspection, maintenance and other activities associated with sewer operations.
10. That in the event of the structural failure of the sanitary sewer, as determined by the City, before the sewer's expected 90 year life, Aurora shall reimburse the City for the portion of the sewer life which was lost.

