

Sewer/Water Easement
Agreement
SA-1898
WA-262

Document Number

Please return Document to:

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

FEE
77.25 (2)
EXEMPT

Easement Agreement located at
the northeast corner of North 2nd
Street and West Clybourn Street

DRAFT

Recording Area

361-0789-100 & 361-0790-100

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 WISPARK, LLC, (including heirs, personal representatives, successors or assigns, of above owners, as may be or may become applicable) hereinafter called "Owner" .

WITNESSETH

That, WHEREAS, On October 28, 1969, the City was granted an easement, SE-1898 and WE-262, for sewer and water purposes in the vacated right-of-way at the northeast corner of North 2nd Street and West Clybourn Street, hereinafter referred to as the "EASEMENT" and;

WHEREAS, The EASEMENT is located in the following described parcel of land having Tax Key Numbers 361-0789-100 and 361-0790-100, in that part of the Southeast ¼ (SE ¼) of Section 29, Township 7 North, Range 22 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, to-wit:

Commencing at the northwest corner of Lot 15, Block 74, Plat of the Town of Milwaukee on the West Side of the River;

Thence running in a southeasterly direction diagonally across said lot on a straight line 79.33 feet to a point on the south line of said Lot 15, distant 61.50 feet east of the southwest corner of thereof;

Thence running west on the south line of said Lot 15, 61.50 feet to the southwest corner of Lot 15;

Thence running north on the west line of said Lot 15, 50.00 feet to the point of beginning,

And, WHEREAS, The Owner has requested the City's permission to construct portions of a decorative fence, consisting of a concrete foundation, block and brick piers and iron fencing, hereinafter referred to as "IMPROVEMENTS," in and over a portion of the EASEMENT area; and

WHEREAS, The City will allow the construction of the IMPROVEMENTS in and over a portion of the EASEMENT area as shown on the attached plans, Exhibits A and B, subject to 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

DRAFT

1. The Owner is hereby permitted to construct the "IMPROVEMENTS" in and over the EASEMENT in accordance with the attached plans.
2. That the Owner hereby assumes all liability for: 1) Any damage to the existing combined sewer or water main and their appurtenances in the EASEMENT, hereinafter referred to as "FACILITIES"; 2) Any damage to the IMPROVEMENTS; 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 the footings required for the IMPROVEMENTS within the EASEMENT shall be as shown on the attached plans so that the weight of the IMPROVEMENTS will not bear on the FACILITIES.
4. That the owner shall construct said IMPROVEMENTS within the EASEMENT so that in the event it becomes necessary for the City to repair, reconstruct, enlarge or relocate the FACILITIES, provisions can be made to bring construction equipment into the EASEMENT area.
5. 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.
6. That any subsequent costs for the replacement of any part of said IMPROVEMENTS or their contents will be borne by the Owner, its successors or assigns, at no cost to the City.
7. That all provisions of the EASEMENT which are not inconsistent with this agreement shall remain in full force and effect.
8. That this agreement shall extend to and apply to both parties, City and Owner, including heirs, personal representatives, successors or assigns, as may be or may become applicable.
9. That the City, when it becomes necessary to reconstruct or enlarge the combined sewer or water main, will consider alternative locations outside the limits of the EASEMENT area.

