

WATER EASEMENT WITH ASSIGNMENT
WE-949

Document Number

Document Title

WATER EASEMENT WITH ASSIGNMENT
WE-949

Lot 7, Tuckaway Woods Subdivision
South of West Abbott Avenue
West of South 37th Street Extended

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

Parcel Identification Number (PIN)

THIS WATER EASEMENT (the “EASEMENT”), made as of April 22, 2015, is from TUCKAWAY HOMES, LLC (“Grantor”) to the CITY OF GREENFIELD (“Greenfield”), 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 Greenfield, Wisconsin, currently described as Parcel 2 of Certified Survey Map No. 7048, and having a tax key number of 646-9922-019. The C.S.M. is proposed to be further divided into the Tuckaway Woods subdivision. The proposed easement area will be located within Lot 7 of said subdivision (the “Parcel”). Grantor is willing to grant to Greenfield a permanent easement in and to a part of that 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. WE949).
2. **Easement Grant.** Grantor grants to Greenfield, and Greenfield accepts, a permanent easement in and to the Easement Area, together with the right of ingress and egress to the Easement Area, so Greenfield may enter the Parcel to use the Easement Area. Within the Easement Area, Greenfield may construct, operate, maintain, inspect, repair, enlarge, reconstruct, replace, and relocate, as Greenfield deems necessary, an 8” diameter water main and related facilities and appurtenances (collectively, the “Facilities”).
3. **City Facilities Maintenance.** Greenfield 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 Greenfield’s rights hereunder, Greenfield causes damage to, or removes, any Permitted Improvements, Greenfield shall replace or repair same, at Greenfield expense to substantially the same condition as existed previously. In no case shall Greenfield be responsible for replacing aesthetic plantings.

5. Hold Harmless. Greenfield will hold Grantor harmless from loss or injury resulting from Greenfield’s willful or negligent acts or omissions under this Easement. Grantor will hold Greenfield 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 Greenfield 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 Greenfield 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 Greenfield or applicable governmental requirements, and **(b)** the water maintenance, user fees, and other water fees in effect for all City of Greenfield serviced properties (or that are in effect for other governmentally-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 Greenfield 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 Greenfield for approval by Greenfield’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. Greenfield may assign its interest, rights and duties hereunder to the City of Milwaukee, in which case (upon execution of the “Assignment and Acceptance” portion of this document by both Greenfield and Milwaukee), Milwaukee shall replace Greenfield, and the term “Greenfield” shall, as used herein, be deemed to mean “Milwaukee.”

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.

GREENFIELD: CITY OF GREENFIELD

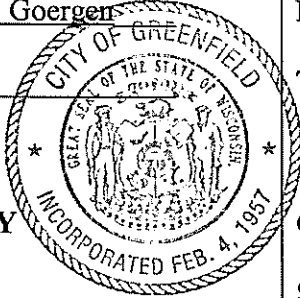
GRANTOR: TUCKAWAY HOMES, LLC

By: *Michael J. Neitzke*
Name Printed: Michael J. Neitzke
Title: Mayor

By: *[Signature]*
Name Printed: Robert Joseph
Title: member

And By: *Jennifer J. Goergen*
Name Printed: Jennifer J. Goergen
Title: City Clerk

And By: _____
Name Printed: _____
Title: _____



GREENFIELD NOTARY

GRANTOR NOTARY

State of Wisconsin)
)ss
Milwaukee County)

State of Wisconsin)
)ss
Milwaukee County)

Before me personally appeared the following signatories, Michael Neitzke, Jennifer Goergen, to me known to be such person(s) who signed this document and acknowledged the same.

Before me personally appeared the following signatories, Robert Joseph, to me known to be such person(s) who signed this document and acknowledged the same.

Date: 05/07/2015

Date: 4-22-15

Susan Eichstadt
Notary Public

[Signature]
Notary Public

Name Printed: Susan Eichstadt

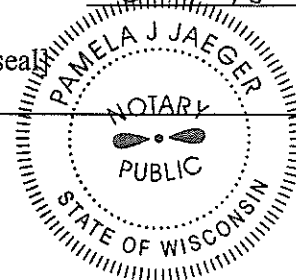
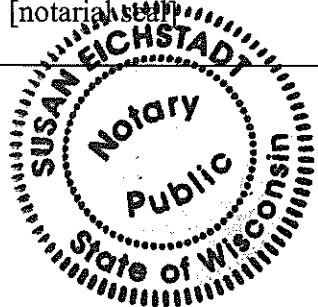
Name Printed: PAMELA JAEGER

My commission: exp. 3/27/2016

My commission: 3-9-18

[notarial seal]

[notarial seal]



ASSIGNMENT AND ACCEPTANCE

The CITY OF GREENFIELD ("Greenfield") hereby assigns to the CITY OF MILWAUKEE ("Milwaukee") (also a municipal corporation) all of Greenfield's interest, rights and duties under the above Easement to Milwaukee, and Milwaukee accepts same.

Agreed. Dated as of _____, 20__.

<p>GREENFIELD: CITY OF GREENFIELD</p> <p>By: <u><i>Michael J. Neitzke</i></u> Name Printed: <u>Michael J. Neitzke</u> Title: <u>Mayor</u></p> <p>And By: <u><i>Jennifer J. Goergen</i></u> Name Printed: <u>Jennifer J. Goergen</u> Title: <u>City Clerk</u></p> <p>Greenfield Common Council Approval on <u><i>April 21</i></u>, 20<u><i>15</i></u></p> <p>GREENFIELD NOTARY</p> <p>State of Wisconsin))ss Milwaukee County)</p> <p>Before me personally appeared the following signatories, <u><i>Michael Neitzke</i></u>, <u><i>Jennifer Goergen</i></u>, to me known to be such person(s) who signed this document and acknowledged the same.</p> <p>Date: <u><i>05/07/2015</i></u></p> <p><u><i>Susan Eichstadt</i></u> Notary Public</p> <p>Name Printed: <u><i>Susan Eichstadt</i></u></p> <p>My commission: <u><i>exp. 3/27/2016</i></u></p> <p>[notarial seal]</p>	<p>CITY: CITY OF MILWAUKEE</p> <p>By: _____ Ghassan Korban, Commissioner Dept. of Public Works</p> <p>Countersigned:</p> <p>By: _____ Martin Matson, Comptroller</p> <p>City Common Council Resolution File No. _____, adopted on _____, 20__.</p> <p>CITY ATTORNEY APPROVAL/AUTHENTICATION</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>
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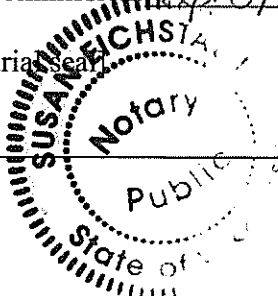
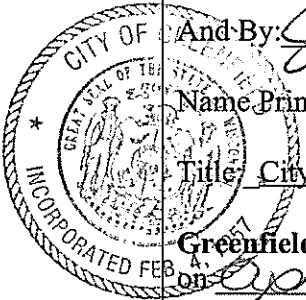


EXHIBIT A TO WATER EASEMENT W.E. 949

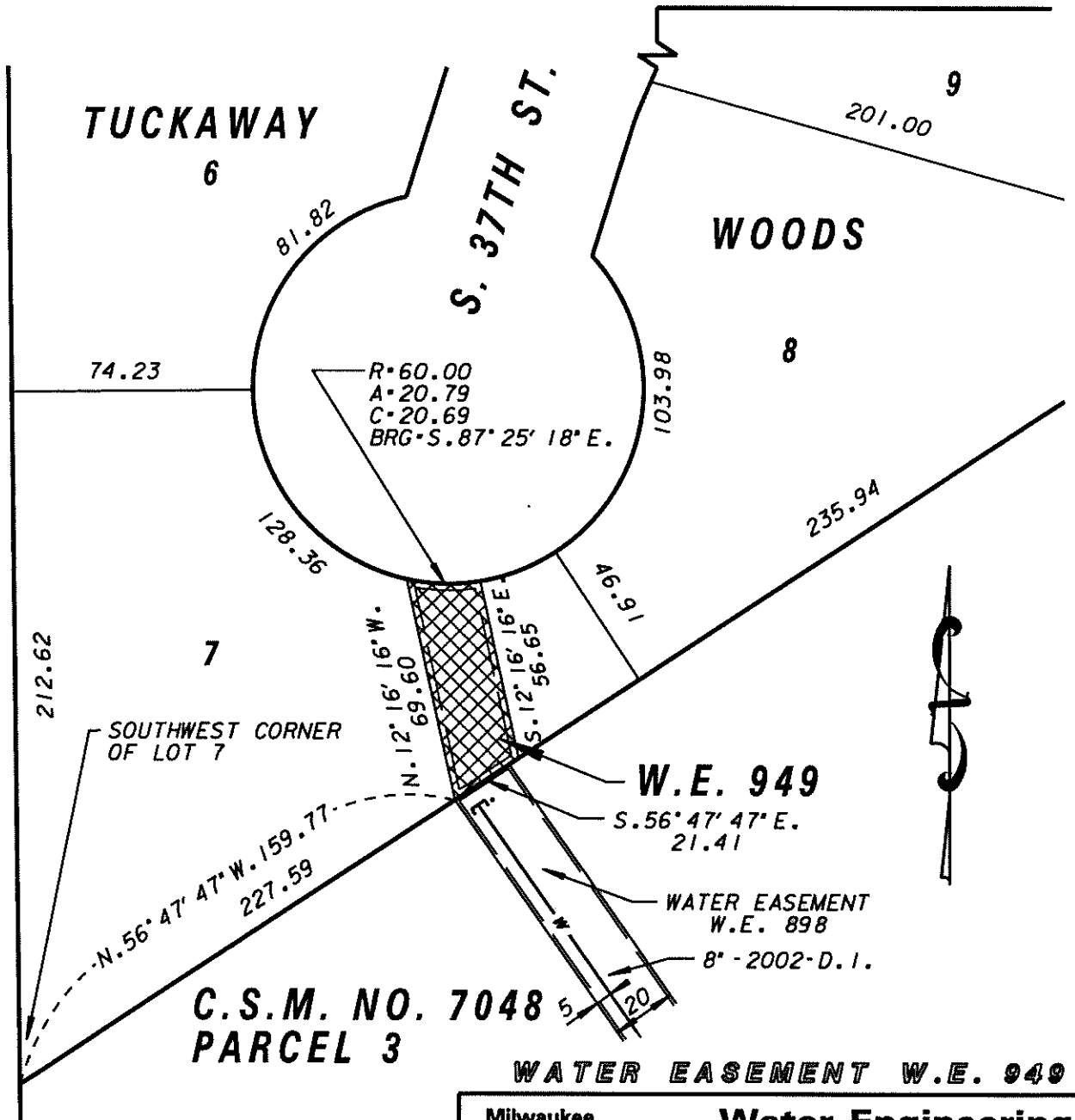
LEGAL DESCRIPTION OF "EASEMENT AREA"

In that part of Lot 7, Tuckaway Woods Subdivision, in the Southwest One-quarter (SW. ¼) of Section Twenty-five (25), Township Six (6) North, Range Twenty-one (21) East, in the City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the southwest corner of Lot 7; thence North 56° 47' 47" West, along the southeast line of said Lot 7, 159.77 feet to the point of beginning of the easement to be described, said point also being the northwest corner of Water Easement W.E. 898; thence North 12° 16' 16" West, 69.60 feet to a point, said point being on the south cul-de-sac line of S. 37th St.; thence southeasterly 20.79 feet along the arc of said S. 37th St. cul-de-sac curve line, whose center lies to the northeast, whose radius is 60.00 feet, and whose chord bears South 87° 25' 18" East, 20.69 feet to a point; thence South 12° 16' 16" East, 56.65 feet to a point, said point being on the southeast line of said Lot 7; then South 56° 47' 47" East, 21.41 feet, along said southeast line, to the point of beginning of the easement.

SW. 1/4 OF SEC 25, T.6 N., R. 21 E.

W. ABBOTT AVE.



C.S.M. NO. 7048
PARCEL 3

WATER EASEMENT W.E. 949

EXHIBIT B TO
WATER EASEMENT
WE949

Milwaukee Water Works		Water Engineering Department of Public Works Milwaukee, Wisconsin	
WATER EASEMENT			
TUCKAWAY WOODS, LOT 7			
S. 37TH ST. 900' SOUTH OF W. ABBOTT AVE.			
SCALE	1" = 50'	APPROVED	DATE
1/4 SEC. NO.	646	<i>Robert W. Parley</i>	10-7-13
PLAN DATE	9-15-13		MAKER DESIGN ENGINEER
DRAWN BY	J.M.M.	<i>Mark J. Schell</i>	10-7-13
CHECKED BY	P.W.P.		CHIEF DESIGN ENGINEER
REVIEWED BY		<i>Chilton</i>	10-7-13
WORK ORDER	WT440136403		SPECIAL DEPUTY COMMISSIONER OF PUBLIC WORKS
SHEET NO. 1 OF 1		PLAN FILE NO. WE949	