

Sewer Easement Agreement
SA-2130-A

Document Number

Please return Document to:

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

Sewer Agreement between the
City of Milwaukee and Treul
Enterprises Located at 8423
West Oklahoma Avenue.

Recording Area

526-9999-110-4

Tax Key Number

PERMIT AND AGREEMENT

THIS AGREEMENT, 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 **Treul Enterprises 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 **March 18, 1987, Marie Sawicki**, then owner of tax key no. 526-9999-110-4 (the "Property), granted to the City a permanent easement (**SE-2130-A**) for sewer purposes. That easement (the "1987 Easement") was recorded in the Milwaukee County Register of Deeds Office on May 6, 1987 as Document No. 6053318, and is still in full force and effect.

WHEREAS, the easement area affected by the 1987 Easement ("Easement Area") is part of the property, **being part of the Northwest ¼ (NW ¼) of Section 16, Township 6 North, Range 21 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, and more particularly describe as follows:**

Commencing at the northeast corner of said northwest one-quarter (NW ¼) section; thence south along the east line of said one-quarter section one hundred eighty-eight and sixty-six hundredths (188.66) feet to a point; thence south eighty-eight degrees, fifty-four minutes and fifteen seconds (88°54'15") west forty-five and one hundredth (45.01) feet to a point on the west line of South 84th Street and the point of beginning of the lands to be described; thence south along said west line of South 84th Street thirty-eight and thirty-five hundredths (38.35) feet to a point; thence south eighty-eight degrees, fifty-four minutes and fifteen seconds (88°54'15") west two hundred nine and twenty-four hundredths (209.24) feet to a point; thence south forty-three degrees, twenty-nine minutes and twenty-four seconds (43°29'24") west one hundred forty-three and thirty-four hundredths (143.34) feet to a point on the south line of the Grantor's property; thence south eighty-eight degrees, fifty-three minutes and

thirty seconds (88°53'30") west, along said south line of the property, also being the northerly line of City of Milwaukee Sewer Easement SE-2130B, twenty-eight and nine hundredths (28.09) feet to a point; thence north forty-three degrees, twenty-nine minutes and twenty-four seconds (43°29'24") east one hundred seventy-one and forty-two hundredths (171.42) feet to a point; thence north eighty-eight degrees, fifty-four minutes and fifteen seconds (88°54'15") east two hundred and zero hundredths (200.00) feet to a point; thence north forty-three degrees, fifty-four minutes and fifteen seconds (43°54'15") east twenty-five and ninety-five hundredths (25.95) feet to the point of beginning.

And, WHEREAS, The Owner (being the present owner of the property) requested the City's permission to construct a 12-inch diameter storm pipe, referred to as ALTERATIONS, in and over a portion of SE-2130-A (i.e. part of the Easement Area) for the purpose of storm water management of a proposed building into a detention pond in accordance with the Master Grading & Drainage Plan which is part of the approved Treul Estates Storm Water Management Plan (SWMP) that the owner has on file with the City; and

WHEREAS, The City is willing to allow the construction of the ALTERATIONS, in and over a 20-foot wide section of the EASEMENT area as shown on the plan attached hereto as **EXHIBIT A** (the shared Easement Area where the 12" pipe will be installed), File Number 198-6-41, on the terms and conditions contained herein;

WHEREAS, The City's Common Council authorized City entry into this agreement by Common Council Resolution File No. _____;

WHEREAS, Owner duly approved Owner entry into this agreement by Owner's authorized signatory hereto;

AGREEMENT

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:

1. **Permission to construct:** The Owner is hereby permitted to construct said ALTERATIONS, in and over a portion of easement SE-2130-A (Shared Easement Area) in accordance with said SWMP approved by the City on _____, as Treul States SWMP.
2. **Only the Alterations:** The only facilities allowed to be constructed over the Shared Easement Area are the ALTERATIONS stated in this Agreement.
3. **Owner May Not Interfere with City's Facilities:** Owner shall ensure that the ALTERATIONS and Owner's construction, repair, maintenance, removal and/or replacement of the same do not interfere with, disrupt, damage, affect, rest upon, or place any stress upon, any of City's facilities in the Easement Area, including City's existing storm and sanitary sewers that ran through the Easement Area.
4. **Indemnification:** The Owner shall indemnify and hold the City harmless from and against any claims for personal injuries or property damage or other loss or expense caused by or attributable to Owner's (or anyone claiming by, through, or under, or at the direction of, Owner)(including, but not limited to Owner's contractors or subcontractors): actions or failure to act; acting, or failing to act, in the Easement Area or Shared Easement Area; any negligence of the Owner or any other person or entity other than the City; and/or relating directly or indirectly to the ALTERATIONS or to Owner acting hereunder or pursuant hereto.
5. **Reimbursement; special charge:** Without in any way limiting or restricting the provisions in the "Indemnification" section above, if Owner causes any damage to the City's storm and sanitary sewers located in the Easement Area, and if City bills Owner therefore, Owner shall pay same upon demand, failing which, in addition to any other remedy City may have hereunder, at law, or in equity, City may place the unpaid portion of any such bill as a special charge against the Property and collect and enforce same per Wis.Stat.Ch. 74.
6. **City Work:** If the City needs or desires to perform any sewer maintenance activities, including but not limited to: construction, operation, maintenance, repair, inspection, replacing, enlarging, reconstruction or relocation of the existing City of Milwaukee 36-inch diameter storm sewer and/or 8-inch diameter sanitary sewer located within Shared Easement Area, and, if the ALTERATIONS have to be removed because of any of said maintenance activities, City may, on its own, remove the ALTERATIONS or cause owner to remove them. In either case, City shall not be liable to Owner for any damage expense associated with the impact that removal may have upon the ALTERATIONS, or upon Owner's storm-water-management practices, or upon the SWMP, or upon the lands affected thereby, or upon any other facilities connected to or relying upon ALTERATIONS. The owner shall be, and remain fully and solely responsible for the construction and the cost of any needed measures to maintain proper drainage of its building, its improvements, or the lands in accordance with the approved SWMP, and for the reconstruction of said ALTERATIONS as specified in or required by the SWMP, or as may otherwise be needed, once all City's maintenance activities have been completed. The Owner shall take all appropriate measures to prevent flooding and damage to his and surrounding properties. Furthermore, the Owner shall save the City harmless of, from and against any loss, damage, injury or liability resulting from any City sewer maintenance activities; it will be the responsibility of the Owner to reconstruct the disturbed area in substantially the same condition as it was prior to such disturbance.
7. **1987 Easement:** All provisions on the Easement SE-2130-A which are not inconsistent with this agreement shall remain in full force an effect.

8. **Successors and Assigns**: This agreement shall extent to and apply to both parties, City and Owner, including their respective heirs, personal representatives, successors or assigns, as may be or become more applicable “Owner” as used herein expressly includes its heirs, personal representatives, successors and assigns, as well as any successive owner of the property, or of the ALTERATIONS, or of the Shared Easement.

IN WITNESS WHEREOF _____, hereunto set his hands and seals the day and year first above written.

IN THE PRESENCE OF

VICTORIA TREUL

FOR TREUL ENTERPRISES LLC

Date

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____ A.D., 20____, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission Expires _____

IN WITNESS WHEREOF, the said City of Milwaukee, has caused these presents to be signed by Tom Barrett, its Mayor and Ronald D. Leonhardt, its City Clerk and countersigned by W. Martin Morics, Comptroller, at Milwaukee, Wisconsin, and its coporate seal to be affixed this _____ day of _____ A.D., 20_____.

Signed and sealed in presence of:

CITY OF MILWAUKEE

By: _____
Tom Barrett, Mayor

By: _____
Ronald D. Leonhardt, City Clerk

COUNTERSIGNED

By: _____
W. Martin Morics, Comptroller

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____ A.D., 20____, Tom Barrett, Mayor if the City of Milwaukee, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of the City of Milwaukee and acknowledged that he executed the foregoing instrument as such officer as the deed of the City of Milwaukee, by its authority, and pursuant to Resolution File Number ____ adopted by its Common Council on _____.

Notary Public, State of Wisconsin
My Commission Expires _____

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____ A.D., 20____, the above-named Ronald D. Leonhardt, to me known to be the City Clerk of the City of Milwaukee, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires _____

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____ A.D., 20____, the above-named W. Martin Morics, to me known to be the Comptroller of the City of Milwaukee, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires _____

This instrument was drafted by the City of Milwaukee.

Approved as to contents

CITY ENGINEER, Jeffrey S. Polenske, P.E

Date

Approved as to form and execution

ASSISTANT CITY ATTORNEY, Gregg C. Hagopian

Date

