

Sewer Easement  
SE-2706

Document Number

Please return Document to:

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

A 21-foot wide permanent easement located in the area bounded by North Commerce Street, East Vine Street, the Milwaukee River and East Pleasant Street.

Recording Area

361-0002-211

Tax Key Number

EASEMENT

THIS INDENTURE, Made by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and The Brewery Works, Inc., a Wisconsin Corporation, (including heirs, personal representatives, successors or assigns, of above owners, as may be or may become applicable) hereinafter called "Grantor".

WITNESSETH

That, WHEREAS, The City desires to acquire a permanent EASEMENT as shown on attached plan, File Number 151-4-58, with the right of entry in and across the property hereinafter described and with the right to construct, operate, maintain, inspect, repair, enlarge, reconstruct and relocate, as may be or may become applicable, the following facilities and appurtenances thereto, hereinafter called "FACILITIES", in said property, namely sewers.

NOW, THEREFORE, in consideration of the grant of the EASEMENT for aforementioned FACILITIES hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner interested in the land hereinafter described, does hereby grant unto the City a permanent EASEMENT for aforementioned FACILITIES with the right of entry in and across the property hereinafter described and with the right to construct, operate, maintain, inspect, repair, enlarge, reconstruct and relocate, as may be or may become applicable, the FACILITIES in and across the following described property in that part of the Southeast ¼ (SE ¼) of the Northeast ¼ (NE ¼) of Section 20, the Southwest ¼ (SW ¼) of the Northwest ¼ (NW ¼) of Section 21, the Northwest ¼ of the Southwest ¼ of Section 21, and the Northeast ¼ of the Southeast ¼ of Section 20, all in Township 7 North, Range 22 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:

Commencing at the southwesterly corner of Certified Survey Map (C.S.M.) Number 6882 in the Southeast ¼ of the Northeast ¼ of Section 20, said corner being the point of beginning of the lands to be described;

Thence South 48° 14' 16" East along the southwesterly line of said C.S.M., 211.07 feet to a point;

Thence South 40° 40' 58" East along said southwesterly line, 123.03 feet to a point on the established dock line of the Milwaukee River;

Thence South 31° 47' 24" West along said dock line, 22.02 feet to a point;

Thence North 40° 40' 58" West 128.28 feet to a point;

Thence North 48° 14' 16" West 208.46 feet to a point on the southeasterly line of North Commerce Street;

Thence North 38° 25' 31" East along said southeasterly line, 21.04 feet to the point of beginning.

The above described permanent EASEMENT is a part of Tax Key Number 361-0002-211.

#### UPON CONDITION

1. That said FACILITIES shall be maintained and kept in good order and condition by the City.

2. That no structures may be placed within the limits of the EASEMENT by the Grantor excepting that improvements such as lawns, concrete walks, roadways, driveways, and parking lot surfacing may be constructed, and that the City will replace such damaged or removed lawns, concrete walks, roadways, driveways, and parking lot surfacing, at its own cost, after making any necessary repairs, reconstruction, or enlargement of the FACILITIES in the EASEMENT.

3. That in and during whatever construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation is or becomes necessary with respect to said FACILITIES, so much of the surface or subsurface of the property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance: except that the City will in no case be responsible for replacing or paying for replacing any improvements other than lawns, concrete walks, roadways, driveways, or parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save the Grantor harmless from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work with respect to said FACILITIES; provided, however, that if above loss, damage, injury or liability 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.

4. That, in connection with the construction by the Grantor of any structure or building abutting said EASEMENT, the Grantor will assume all liability for any damage to the FACILITIES in the abovedescribed property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the City, arising out of the construction by the Grantor of any structure or building abutting the said EASEMENT, and shall reimburse the City for the full amount of such loss or damage.

5. That no charges will be made against said lands at this time for the cost of construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation of said FACILITIES in the abovedescribed property. However, when the Grantor makes application for a permit to connect to said FACILITIES in the abovedescribed EASEMENT, both the regular and customary connection permit fee in effect at the time of application and the sewer connection charge equivalent to the amount which

would be assessed against such property at the City assessment rate for sewers in effect at the time of application shall be charged and paid pursuant to the Milwaukee City Charter Chapter 12, Section 10.

6. That the FACILITIES shall be accessible for maintenance at all times. The Grantor shall submit plans for approval by the Commissioner of Public Works of the City for any underground installation within the EASEMENT.

7. That the Grantor shall submit plans for all surface grade alterations of plus or minus 1 foot or greater within the limits of said EASEMENT. Said alterations shall be made only with the approval of the Commissioner of Public Works of the City.

8. That the Grantor shall be responsible for adjusting the elevations of all sewer appurtenances necessitated by alteration of surface elevations within the aforescribed property. Said adjustments shall be required to provide free access to all sewer appurtenances and shall be made only with the approval of the Commissioner of Public Works of the City.

9. That the Grantor hereby grants the City a temporary 20-foot wide construction easement located immediately southwest of the aforescribed permanent EASEMENT.

And that said temporary construction easement shall become null and void once the construction of the FACILITIES is complete in the permanent EASEMENT.

IN WITNESS WHEREOF the Grantor has hereunto set its hands and seals

ON THIS DATE OF:

December 31, 2001

[Signature]  
GRANTOR

\_\_\_\_\_  
GRANTOR

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) SS

Before me personally appeared on this 31<sup>st</sup> day of December A.D., 2001.

SAMUEL H. DENNY  
NAME OF GRANTOR

to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same.

Susan L. Pries  
Notary Public, State of Wisconsin

My Commission Expires March 6, 2005

This instrument was drafted by the City of Milwaukee.

Approved as to contents

[Signature]  
CITY ENGINEER, Jeffrey S. Polenske, P.E

Date:

Approved as to form and execution

[Signature]  
ASSISTANT CITY ATTORNEY, Harry A. Stein

Date: 1-14-02

SUBORDINATION AGREEMENT TO EASEMENT SE-2706

The: Firstar Bank Milwaukee, N.A., hereby agrees and consents to the subordination of that certain mortgage, as has been restated and increased from time to time, which secures certain premises, a portion of which is legally described in Exhibit "A" which is attached hereto and made a part hereof, and which mortgage was:

EXECUTED BY: THE BREWERY WORKS, INC.  
MORTGAGOR

ON DATE OF: July 1, 1997

RECORDED IN: MILWAUKEE COUNTY

AS DOCUMENT NO: 7465792

REEL NO: 4208

IMAGE NO: 1384 to 1387 (inclusive)

ON DATE OF: December 23, 1997

to the above EASEMENT executed by above indicated mortgagor to the City of Milwaukee dated this 9 day of JANUARY, A.D. 2002

IN WITNESS WHEREOF, the said Firstar Bank Milwaukee, N.A., grantor has hereunto set its hands and its corporate seal.

James Roemer  
VICE President

\_\_\_\_\_  
, Secretary

STATE OF WISCONSIN )  
                                  ) SS  
MILWAUKEE COUNTY)

Personally came before me this 9<sup>th</sup> day of January, A.D. 2002, James Roemer VICE President, and \_\_\_\_\_, Secretary, of the above-named Bank, to me known to be the persons who executed the foregoing instrument, and to me known to be such \_\_\_\_\_, President, and \_\_\_\_\_, Secretary, of said Bank, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Bank, by its authority.

Linda M. Charleston  
NOTARY PUBLIC

My commission expires \_\_\_\_\_

Linda M. Charleston  
County of Milwaukee  
My Commission Expires August 10, 2003

EXHIBIT "A"

SE-2706

That part of the Southeast ¼ (SE ¼) of the Northeast ¼ (NE ¼) of Section 20, the Southwest ¼ (SW ¼) of the Northwest ¼ (NW ¼) of Section 21, the Northwest ¼ of the Southwest ¼ of Section 21, and the Northeast ¼ of the Southeast ¼ of Section 20, all in Township 7 North, Range 22 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:

Commencing at the southwesterly corner of Certified Survey Map (C.S.M.) Number 6882 in the Southeast ¼ of the Northeast ¼ of Section 20, said corner being the point of beginning of the lands to be described;

Thence South 48° 14' 16" East along the southwesterly line of said C.S.M., 211.07 feet to a point;

Thence South 40° 40' 58" East along said southwesterly line, 123.03 feet to a point on the established dock line of the Milwaukee River;

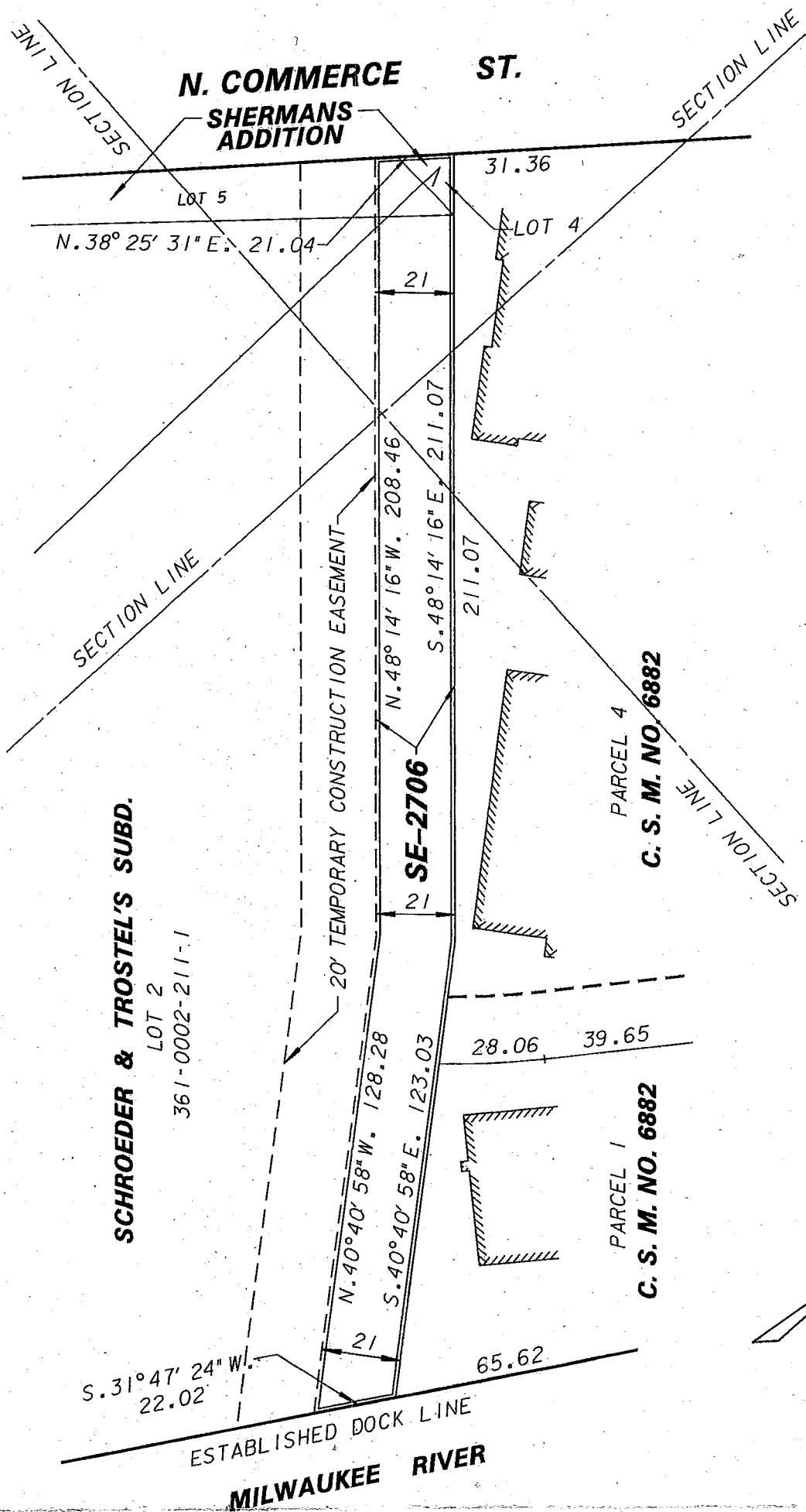
Thence South 31° 47' 24" West along said dock line, 22.02 feet to a point;

Thence North 40° 40' 58" West 128.28 feet to a point;

Thence North 48° 14' 16" West 208.46 feet to a point on the southeasterly line of North Commerce Street;

Thence North 38° 25' 31" East along said southeasterly line, 21.04 feet to the point of beginning.

The above described permanent EASEMENT is a part of Tax Key Number 361-0002-211.



<b>ENVIRONMENTAL ENGINEERING SECTION</b>		
INFRASTRUCTURE SERVICES DIVISION DEPARTMENT OF PUBLIC WORKS MILWAUKEE, WISCONSIN		
AREA IN	PLAN OF SEWER EASEMENT NE & SE 1/4 SEC 20, T. 7 N., R. 22 E. AND NW & SW 1/4 SEC 21, T. 7 N., R. 22 E. 200± S.W. OF E. VINE STREET FROM THE MILWAUKEE RIVER TO N. COMMERCE STREET	
SCALE 1"=	40'	ATLAS PAGE NO. 353,354,360,361 EASE. NO. SE-2706
DRAWN BY	KELLER	CHK'D. BY Steinbach W.O. NO.
APPROVED	<i>Martin Legum</i>	DATE 11/28/0.
APPROVED	<i>Jerry Bluske</i>	11/30/01 FILE NO. 151-4-58