

GRANT OF PERMISSION

In Parcel 1, CERTIFIED SURVEY MAP NO. 6898
At the Southwest Corner of W. Lisbon Ave.
And N. 49th St.

Recording Area

Name and Return Address
Department of City Development
Real Estate Section
809 North Broadway
Milwaukee, WI 53202

THIS INDENTURE, Made by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, owner, Grantor, and the Department of Public Works of the City of Milwaukee, Grantee.

WITNESSETH

That, WHEREAS, the Grantee desires to acquire a Grant of Permission for water main purposes over the property hereinafter described in accordance with attached plan, file no. WE876, which is attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the grant of the permission (EASEMENT) hereinafter described, said Grantor, for itself, its successors and assigns, being the owner and party interested in the land hereinafter described does hereby grant unto the Grantee a grant of permission for water main 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 water FACILITIES and appurtenances thereto in and across the following described property in that part of Parcel 1, CERTIFIED SURVEY MAP No. 6898 in the Southeast One-quarter (S.E. ¼) of Section Fourteen (14), Township Seven (7) North, Range Twenty-one (21) East in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:

TO-WIT:

Commencing at the Northeast corner of Parcel 1, CERTIFIED SURVEY MAP No. 6898 in said Southeast One-quarter (S.E. ¼), said point also being the southwest corner of N. 49th St. and W. Lisbon Ave.; thence North 56° 21' 26" West, 25.74 feet along the northeast line of said Parcel 1, said line also being the southwest line of W. Lisbon Ave., to a point; thence South 15° 12' 19" East, 34.18 feet to a point on the southeast line of said Parcel 1; thence North 33° 38' 34" East along the southeast line of said Parcel 1, said line also being the northwest line of N. 49th St., 22.50 feet to the point of beginning of the easement.

Part of Tax Roll Key No. 328-2131-7

UPON CONDITION

1. *That said Facilities shall be maintained and kept in good order and condition by the City.*
2. *That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of 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 aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of 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 no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed.*
4. *That, in connection with the construction by the Grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described 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 Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.*
5. *That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid.*
6. *All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 3.3.0 of the "Rules and Regulations Governing Water Service" dated 1985 and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Milwaukee Water Works, a utility owned by the City of Milwaukee shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service".*
7. *The Facilities shall be accessible for maintenance at all times. The owner shall submit plans for approval to the City for any underground installation within the easement.*
8. *That the Grantor shall submit plans for all surface 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 of Milwaukee.*
9. *It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.*

Grant of Permission
W.E. 876

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

Signed and sealed in presence of:

CITY OF MILWAUKEE

_____ By: _____
John O. Norquist, Mayor

_____ Ronald D. Leonhardt, City Clerk

COUNTERSIGNED

_____ W. Martin Morics, City Comptroller

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20____,
John O. Norquist, Mayor of 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 _____

Grant of Permission
W.E. 876

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 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 _____, 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

SUPERINTENDENT, MILWAUKEE WATER WORKS

Date: 1/7/02

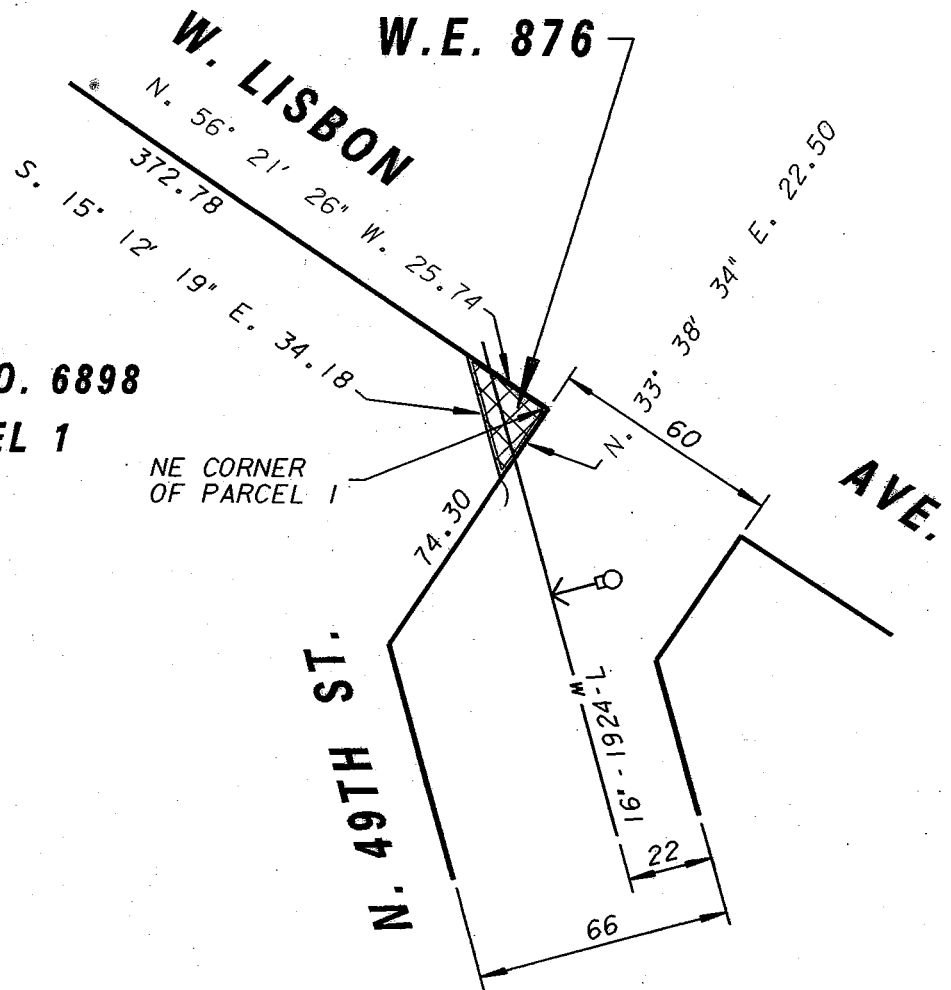
Approved as to form and Execution

ASSISTANT CITY ATTORNEY

Date:

S.E. 1/4 OF SEC. 14, T. 7 N., R. 21 E.

C.S.M. NO. 6898
PARCEL 1



GRANT OF PERMISSION W.E. 876

MILWAUKEE Water Engineering
Department of Public Works
Milwaukee, Wisconsin

WATER EASEMENT

IN
AT
PARCEL 1, C.S.M. NO. 6898
THE SOUTHWEST CORNER OF W. LISBON AVE.
AND N. 49TH ST.

SCALE 1" = 50'

1/4 SEC. NO. 328

PLAN DATE 3-24-00

DRAWN BY P.W.P.

CHECKED BY K.S.R.

REVIEWED BY

WORK ORDER 0232

APPROVED

DATE

Patrick W. Farley 12-12-01
FOR MAINS DESIGN ENGINEER

M. J. Schell 12-13-07
FOR CHIEF DESIGN ENGINEER

Chm Lewis 12/13/01
SPECIAL DEPUTY COMMISSIONER OF PUBLIC WORKS

SHEET NO. 1 OF 1 PLAN FILE NO. WE876

