

PERMANENT ACCESS & INFRASTRUCTURE EASEMENT

THIS EASEMENT, made by CITY OF MILWAUKEE, a municipal corporation, GRANTOR, hereby conveys the below described PERMANENT ACCESS AND INFRASTRUCTURE EASEMENT to the following GRANTEE, MILWAUKEE METROPOLITAN SEWERAGE DISTRICT, a state chartered municipal entity, for good and valuable consideration, for the purpose of access to intercepting sewer and its appurtenances, and to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate a Metropolitan Interceptor Sewer line and appurtenances hereinafter referred to as facilities, upon, over, across and along certain lands as described in Exhibit A – Easement 2 and shown in Exhibit B.

Grantee and Grantee’s employees, contractors and agents shall have the right, without notice and without prior institution of any suit or proceeding at law or equity, at all times as may be necessary to enter upon the Real Property for the purposes stated above. Notwithstanding the foregoing, prior to doing any work on Grantor’s Real Property, Grantee shall apply for and receive all required permits, including but not limited to Public Way Excavation Permit. In the event of an emergency, Grantee may immediately access the easement area and adjacent lands in order to address the emergency. Grantee agrees to restore the Real Property as nearly as reasonably possible to its condition prior to any material disturbance from construction, operation, maintenance, repair, or replacement of sewer lines and appurtenances.

In consideration of the foregoing grant, and subject to the limitations of Wis. Stat. 893.80, it is understood that during the time Grantee’s facilities are located on the Grantor’s property pursuant to this grant, Grantee will indemnify, save, and hold harmless the Grantor, its successors and assigns, from any and all claims, liabilities, losses, costs, damages or expenses for injury or death of any person and any damages to property arising out of Grantee’s exercise of any of its rights under this easement; excepting, however, 1) any claims, liabilities, losses, costs, damages or expenses arising out of negligence or willful acts on the part of the Grantor, its successors and assigns, employees, agents and invitees; 2) any special, consequential or indirect damages, including but not limited to, loss of profit or revenue, and diminution in value; and 3) any environmental claims, liabilities, losses, costs, damages or expenses not directly caused by the construction or operation of said facilities.

The GRANTOR(s) reserves unto itself, its successors and assigns, all mineral rights and the right to make such use of the land in any way Grantor sees fit and to erect such buildings or other structures thereon as will not injure or disturb said facilities provided, however, that plans for said improvements be reviewed and approved by the MMSD prior to construction. Any significant change of grade over said facilities shall also be reviewed and approved by MMSD. Said approvals will not be unreasonably withheld and the review will be made in a timely fashion for no charge.

This space is reserved for recording data

Return to:
Milwaukee Metropolitan Sewerage District
Attn: Real Estate Department
260 West Seeboth Street
Milwaukee, Wisconsin, 53204-1446

Parcel Identification Number/Tax Key Number
Part of 4671508110

IN WITNESS WHEREOF, City of Milwaukee (Grantor) caused this Easement to be executed as of the date first written above. Conveyance authorized by Resolution File No. _____ adopted by the Common Council of the City of Milwaukee on _____, 2021.

CITY OF MILWAUKEE (GRANTOR)

(Signature)

(Print Name and Title)

(Date)

State of Wisconsin)
) ss.
Milwaukee County)

On the above date, this instrument was acknowledged before me by the above named Person(s) known to me and who acknowledged that the forgoing instrument was executed on behalf of _____ for the purpose aforesaid and by his/her/their authority as such Person(s).

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission is Permanent/Expires)

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT (GRANTEE)

(Signature)

(Date)

KEVIN L. SHAFER, P.E. EXECUTIVE DIRECTOR

(Print Name and Title)

State of Wisconsin)
) ss.
Milwaukee County)

On the above date, this instrument was acknowledged before me by the above named Executive Director of the Milwaukee Metropolitan Sewerage District, know to me to be such officer, and who acknowledged that he executed the forgoing instrument on its behalf for the purpose aforesaid and by his authority as such officer.

Approved as to form - MMSD Legal Dept

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

EXHIBIT A – Easement 2

INFRASTRUCTURE & ACCESS EASEMENT LEGAL DESCRIPTION

EXHIBIT B

PROPERTY MAP