

Sewer Easement
SE-2785

Document Number

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

An irregular shaped easement located in the area bounded by West Bradley Road, North Granville Road West Lolita Avenue and North 94th Street.

Recording Area

Tax key numbers 079-0225-000,
079-0226-000, 079-0229-000, 079-
0231-000 and Outlot 1 of Block 3

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 Milwaukee River View Development, LLC of Wisconsin, developer, (including heirs, personal representatives, successors or assigns, of above developer, 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 198-6-29, 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 all other related appurtenances, hereinafter called "FACILITIES", in said property, namely the storm sewer and sanitary sewers and manholes.

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 Northwest ¼ (NW ¼) of the Northeast ¼ of Section 17, Township 8 North, Range 21 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:

Commencing at the northwesterly corner of Lot 7 of Block 3 of River View Subdivision, being located in a part of the Northwest ¼ (NW ¼) of the Northeast ¼ (NE ¼) of Section 17, Township 8 North, Range 21 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin;

Thence South 09° 55' 55.5" West 16.74 feet to a point of beginning of the sewer and drainage easement to be described;
Thence South 78°06'59" East 4.79 feet
Thence North 80°48'38" East 87.79 feet to a point;
Thence North 67°22'47" East 106.23 feet to a point;
Thence North 76°15'32" East 115.31 feet to a point;
Thence North 86°15'45" East 68.74 feet to a point;
Thence North 72°57'02" East 110.38 feet to a point;
Thence South 16°41'46" West 36.08 feet to a point, said line being the westerly right of way of North 94th Street;
Thence South 72°57'02" West 93.84 feet to a point;
Thence South 86°15'45" West 69.61 feet to a point;
Thence South 76°15'32" West 110.36 feet to a point;
Thence South 67°22'47" East 107.44 feet to a point;
Thence South 80°48'38" West 13.44 feet to a point;
Thence South 78°06'59" East 122.83 feet
Thence North 84°40'46" East 57.91 feet to a point;
Thence South 84°48'25" East 160.62 feet to a point
Thence South 16°41'46" West 20.41 feet to a point, said line being the westerly right of way of North 94th Street;
Thence North 84°48'25" West 154.71 feet to a point;
Thence South 84°40'46" West 59.09 feet to a point;
Thence North 78°06'59" West 177.9 feet to a point;
Thence South 80°48'38" West 38.72 feet to a point;
Thence North 11°45'33" East 33.92 feet to a point of beginning, said line being the easterly right of way line of North Granville Road.

The above described permanent EASEMENT is a part of Tax Key Numbers 079-0225-000, 079-0226-000, 079-0229-000, 079-0231-000 and Outlot 1 of Block 3, and is shown on the drawing attached hereto.

UPON CONDITION

1. That said FACILITIES shall be maintained and kept in good order and condition by the City.
2. That where there are no sewers present beneath the surface, the surface drainage area within the EASEMENT limits shall be maintained and kept in good order and condition by the Grantor to maintain surface drainage at no cost to the City. No grade changes shall be allowed in that portion of the easement designated as drainage easement.
3. That the Grantor does expressly stipulate and agree to indemnify and to hold forever harmless the City against any and all claims or demands for damages, costs, loss of use expenses, consequential damage, or any other thing whatsoever arising out of the maintenance or use of the aforescribed EASEMENT for sewer and surface water drainage purposes.
4. That the area where there are no sewers present beneath the surface, no structures other than a fence is permitted within the EASEMENT limits. The bottom of any fence constructed by the Grantor over said EASEMENT shall be a minimum of six (6) inches above the surface of said EASEMENT to maintain a clear and unobstructed flow of surface drainage.
5. That no structures may be placed within the limits of the EASEMENT where there are sewers present beneath the surface 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.
6. That where there are sewers present beneath the surface within the limits of said EASEMENT, the Grantor shall submit plans for all surface grade alterations which would rise or lower the surface elevation by 1 foot or more. Said alterations shall be made only with the approval of the Commissioner of Public Works of the City.
7. That the Grantor shall be responsible for and shall pay all expenses for adjusting the elevations of all sewer appurtenances necessitated by alteration of surface elevations within the EASEMENT limits. Said adjustments shall be made as required to provide free access to all sewer and sewer appurtenances, and shall be made only with the approval of the Commissioner of Public Works of the City of Milwaukee.
8. That in and during whatever operation, maintenance, inspection, repair, enlargement, reconstruction or relocation is or becomes necessary with respect to said FACILITIES and drainage area, 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 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 and drainage area; provided, however, that if above cost, 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; providing further, however, that these provisions are subject to the legal defenses which, under law, the City is entitled to raise.

9. That in connection with the construction by the Grantor of any structure or building abutting or adjacent to the aforescribed EASEMENT limits, the Grantor will assume all liability for any damage to the FACILITIES and drainage area within the aforescribed EASEMENT. 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 persons other than the City arising out of the construction by the Grantor of any structure or building adjacent to said property, and shall reimburse the City for the full amount of such loss or damage.

10. That no charges will be made against said lands for the cost of construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation of said FACILITIES within the limits of the EASEMENT. Excepting that 1) When the Grantor makes application for a permit to connect to said FACILITIES in the aforescribed EASEMENT, the regular and customary connection permit fee in effect at the time of application shall be paid, and 2) The sewer maintenance, user fees or other sewer fees in effect for all City of Milwaukee serviced properties, that appear as charges to Grantor's herein described property, shall be paid.

