

Water Sewer and
Maintenance
Easement
SE-2764
WE-921

Document Number

Please return Document to:

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

A 30-foot wide easement
located adjacent to the 35th
Street Viaduct from West Canal
Street to the Menomonee River.

Recording Area

424-9999-113

Tax Key Number

EASEMENT

THIS INDENTURE, Made as of the 30th day of September, 2005 by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and the Redevelopment Authority of the City of Milwaukee, a public body corporate and politic organized and existing under the laws of Wisconsin together with Palermos Properties, LLC, a Wisconsin limited liability company, as their interests may appear, owner, (including the successors and assigns, of above owners, as may be or may become applicable) (hereinafter collectively called "Grantor").

WITNESSETH

WHEREAS, The City desires to acquire a permanent EASEMENT as shown on attached plan, File Number 198-1-98, 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 and water mains and the 35th Street Viaduct;

WHEREAS, this Easement is being granted by Grantor as of September 30, 2005 but remains subject to formal acceptance by the City and is to be submitted to the Milwaukee County Register of Deeds for recording following such acceptance and execution by the City;

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 consideration to the Grantor, receipt of which 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 Northeast $\frac{1}{4}$ (NE $\frac{1}{4}$) of Section 36, Township 7 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 northwest corner of said $\frac{1}{4}$ section;

Thence South $01^{\circ} 37' 12''$ East along the west line of said $\frac{1}{4}$ section, 1,335.48 feet to a point, said point being the intersection of the south line of West Canal Street with the west line of said $\frac{1}{4}$ section;

Thence North $49^{\circ} 27' 55''$ East, along the south line of West Canal Street 57.42 feet to a point, said point being the point of beginning of the land to be described;

Thence continuing North $49^{\circ} 27' 55''$ East 38.53 feet to a point;

Thence South $01^{\circ} 40' 35''$ East 778.15 feet to a point;

Thence North $88^{\circ} 19' 26''$ East 120.00 feet to a point;

Thence South $01^{\circ} 40' 35''$ East 30.00 feet to a point;

Thence South $88^{\circ} 19' 26''$ West 150.00 feet to a point;

Thence North $01^{\circ} 40' 35''$ West 783.98 feet to the point of beginning.

The above described permanent EASEMENT is a part of Tax Key Number 424-9999-113.

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 adjacent to 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 adjacent to said EASEMENT, and shall reimburse the City for the full amount of such loss or damage.

5. That no additional charges will be made against said lands for the cost of construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation of said FACILITIES in the abovedescribed property. Excepting that 1) When the Grantor makes application for a permit to connect to said FACILITIES in the abovedescribed 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.

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 2002 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 Services".

7. 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.

8. That the Grantor shall submit plans for all surface grade alterations, which would raise or lower the surface elevation by 1 foot or more within the limits of said EASEMENT. Said alterations shall be made only with the approval of the Commissioner of Public Works of the City.

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

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

as of the date set forth above: _____

PALERMO PROPERTIES, LLC

By: _____

REDEVELOPMENT
AUTHORITY OF THE
CITY OF MILWAUKEE

Chair

Executive Director/Secretary

CITY OF MILWAUKEE

TOM BARRETT, Mayor

Date: _____

RONALD D. LEONHARDT
City Clerk

Date: _____

COUNTERSIGNED:

W. MARTIN MORICS
City Comptroller

Date: _____

MILWAUKEE COUNTY)

Personally came before me this 30 day of Sept, 2005,
_____, Chair, to me known to be the person who executed the foregoing instrument
and to me known to be such, and acknowledged that he executed the foregoing
instrument as such officer as the deed of the Redevelopment Authority of the City of
Milwaukee, by its authority.

Notary Public, State of Wisconsin

My Commission: is permanent

MILWAUKEE COUNTY)

Personally came before me this 30 day of Sept, 2005, the Redevelopment Authority of the City of Milwaukee, Joel Brennan Executive Director, to me known to be the person who executed the foregoing instrument and to me known to be such of said and acknowledged that he executed the foregoing instrument as such officer as the deed of the Redevelopment Authority of the City of Milwaukee, by its authority.

Notary Public, State of Wisconsin

My Commission: is permanent

MILWAUKEE COUNTY)

Personally came before me this 30th day of sep, 2005,
Palermo Properties, LLC, to me known to be the person who executed the foregoing
instrument and to me known to be such of said and acknowledged that he executed the
foregoing instrument as such officer as the deed of Palermo Properties, LLC, by its
authority.

Notary Public, State of Wisconsin

My Commission: is permanent

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2005, Tom Barrett, Mayor of the above-named municipal corporation, 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 _____, 2005, Ronald D. Leonhardt, City Clerk of the above-named municipal corporation, 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 Thomas O. Gartner, Assistant City Attorney.

Approved as to content:



CITY ENGINEER, Jeffrey S. Polenske, P.E.

11/8/05
Date

Approved as to form and execution:

ASSISTANT CITY ATTORNEY, Thomas O. Gartner

Date

1050-2005-885:97289