

TEMPORARY WATER EASEMENT

Document Number

Document Title

TEMPORARY WATER EASEMENT

In Lands
South of West Blue Mound Road
West of U.S. Highway 45

Drafted by:

City of Milwaukee
Department of Public Works

Recording Area

Name and Return Address

Milwaukee Water Works
DPW – Water Engineering Section
841 North Broadway – Room 403
Milwaukee, WI 53202

409-9986-0

Parcel Identification Number (PIN)

THIS TEMPORARY WATER EASEMENT (the “**EASEMENT**”), made as of _____, 20____, is from Milwaukee County (“**Grantor**”) to the CITY OF MILWAUKEE (“**City**”), a municipal corporation, and is for good and valuable consideration, the receipt and sufficiency of which are acknowledged.

1. Grantor Parcel; Easement Area. Grantor owns property in the City of Milwaukee, Wisconsin, with an address of 9715 West Blue Mound Road, and a tax key number of 409-9986-0, (the “**Parcel**”) and Grantor is willing to grant to City a temporary easement in and to a part of that Parcel - which part is herein called the “**Easement Area.**” The Easement Area is legally described on **EXHIBIT A** attached and is depicted on **EXHIBIT B** attached (Plan File No. _____).

2. Easement Grant. Grantor grants to City, and City accepts, a temporary easement in and to the Easement Area, together with the right of ingress and egress to the Easement Area, so City and its assigns, including the State of Wisconsin Department of Transportation’s utility contractor, may enter the Parcel to use the Easement Area. Within the Easement Area, City may construct, operate, maintain, inspect, repair, enlarge, reconstruct, replace, and relocate, as City deems necessary, a 16” water main and related facilities and appurtenances (collectively, the “**Facilities**”).

3. City Facilities Maintenance. City is responsible for maintaining the Facilities.

4. **Easement Area Restriction.** No structures or improvements may be constructed within the Easement Area by Grantor except ordinary lawns, walkways, roadways, driveways and parking-lot surfacing (“**Permitted Improvements**”). If, in exercising City’s rights hereunder, City causes damage to, or removes, any Permitted Improvements, City shall replace or repair same, at City expense to substantially the same condition as existed previously. In no case shall the City be responsible for replacing aesthetic plantings.

5. **Hold Harmless.** City will hold Grantor harmless from loss or injury resulting from City’s or its assign’s willful or negligent acts or omissions under this Easement. Grantor will hold City harmless from loss or injury resulting from Grantor’s willful or negligent acts or omissions under this Easement. If there is joint negligence or culpability on the part of City or City’s assign and Grantor, liability shall be borne by them, respectively, in proportion to their respective negligence or culpability. The foregoing provisions are subject to legal defenses available, respectively, to City and to Grantor.

6. **Charge.** No charge will be made against the Parcel or Grantor for the cost of construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation of the Facilities in the Easement Area, except (a) when Grantor applies for a permit or approval to connect to the Facilities, the regular and customary connection permit fee in effect at the time of application shall be paid, and Grantor shall connect per City requirements, and (b) the water maintenance, user fees, and other water fees in effect for all City of Milwaukee serviced properties that are chargeable to or against real property or owners, shall be paid.

7. **Access.** The Facilities and Easement Area shall be accessible to City at all times.

8. **Recording; Miscellaneous.** This Easement (a) shall be recorded with the Milwaukee County Register of Deeds by City, (b) is governed by Wisconsin law, (c) may only be amended by written instrument signed by all parties, and (d) is binding on successors, assigns, and heirs. Grantor has full right and authority to enter, and grant, this Easement.

9. **Easement Termination.** This Easement shall automatically terminate when the State of Wisconsin Department of Transportation (“DOT”) acquires title to the Easement Area and DOT grants a permit to allow the City to construct, operate, maintain, inspect, repair, enlarge, reconstruct, replace, and relocate, as City deems necessary the Facilities within the Easement Area or one year following execution of this Easement, whichever occurs first.

IN WITNESS WHEREOF, THE PARTIES HERETO caused this Easement to be executed by their authorized signatories as of the date first written above.

<p>CITY: CITY OF MILWAUKEE</p> <p>By: _____ Ghassan Korban, Commissioner Dept. of Public Works</p> <p>Countersigned:</p> <p>By: _____ Martin Matson, Comptroller</p> <p>City Common Council Resolution File No. _____, adopted on _____ _____.</p> <p>CITY ATTORNEY APPROVAL/AUTHENTICATION</p> <p>_____, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the City representatives above per M.C.O. § 304-21, and also authenticates the signatures of those City representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).</p> <p>By: _____</p> <p>Name Printed: _____ Assistant City Attorney State Bar No. _____ Date: _____</p> <p>1047-2012-719:182699</p>	<p>GRANTOR:</p> <p>_____</p> <p>Name Printed: <u>Chuck Wikenhauser</u> Milwaukee County Zoo Director</p> <p>_____</p> <p>Name Printed: _____</p> <p>GRANTOR NOTARY</p> <p>State of Wisconsin))ss Milwaukee County)</p> <p>Before me personally appeared the following signatories, _____, to me known to be such person(s) who signed this document and acknowledged the same.</p> <p>Date: _____</p> <p>_____ Notary Public</p> <p>Name Printed: _____</p> <p>My commission: _____</p> <p>[notarial seal]</p>

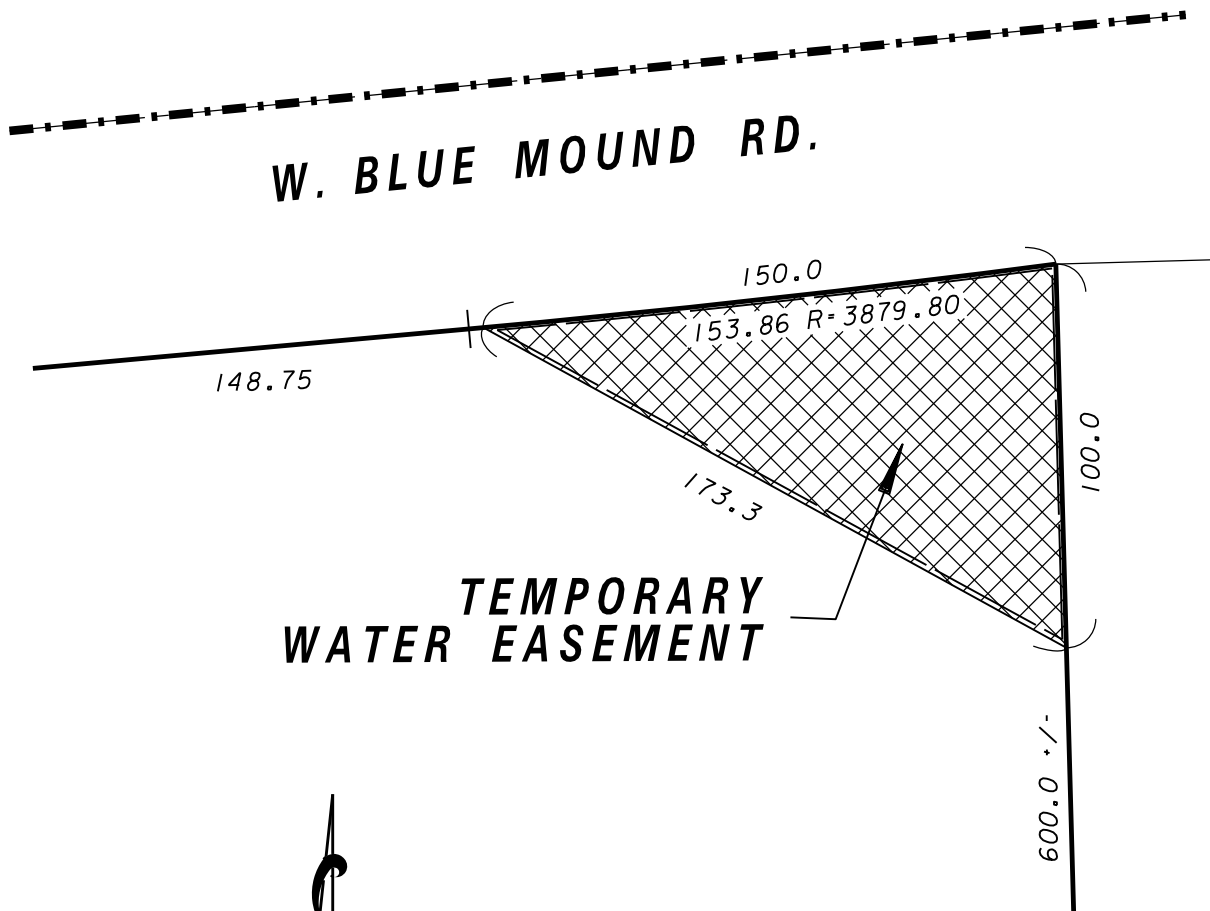
EXHIBIT A TO TEMPORARY WATER EASEMENT

LEGAL DESCRIPTION OF "EASEMENT AREA"

In Lands in the Southeast One-quarter (SE. ¼) of Section Twenty-nine (29), Township Seven (7) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:

A triangular parcel located in Lands at the southwest corner of West Blue Mound Road and United States Highway 45, bounded by a distance of 150.0 feet along the south line of West Blue Mound Road, 100.0 feet along the west line of United States Highway 45, and 173.3 feet along the connecting line.

SE. 1/4 OF SEC 29, T.7 N., R. 21 E.



U.S.H. 45 (ZOO FREEWAY)

EXHIBIT B TO
TEMPORARY WATER
EASEMENT

Milwaukee
Water Works

Water Engineering
Department of Public Works
Milwaukee, Wisconsin

WATER EASEMENT

IN
AT
AND
LANDS
SOUTH OF WEST BLUE MOUND ROAD
WEST OF U.S. HIGHWAY 45

SCALE 1" = 50'

1/4 SEC. NO. 409

PLAN DATE 11-15-13

DRAWN BY P.W.P.

CHECKED BY

REVIEWED BY

WORK ORDER 0232

APPROVED

DATE

Robert W. Parley 11-15-13
MAINT. DESIGN ENGINEER

Mark J. Schell 11-15-13
CHIEF DESIGN ENGINEER

Chilews 11-15-13
SPECIAL DEPUTY COMMISSIONER OF PUBLIC WORKS

SHEET NO. 1 OF 1 PLAN FILE NO. WEZ00