

Sewer and Water Easement  
SE-2500A &  
WE 672A

Document Number

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

A sewer and water easement of  
various widths located in  
vacated West Somers Street and  
in vacated North 10<sup>th</sup> Street

Recording Area

361-1179-116, 361-1311-111,  
361-1314-111 & 361-1314-112

Tax Key Number

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 Metz Holdings, Inc. of Wisconsin, owner, (including heirs, personal representatives, successors or assigns, of above owners, as may be or may become applicable) hereinafter called “Grantor”.

WITNESSETH

That, WHEREAS, The City desires to acquire a permanent EASEMENT as shown on the plan, File Number 198-6-48, 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 combined sewers, combined sewer manholes and water main.

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 Southwest ¼ (SW

¼) of Section 20, Township 7 North, Range 22 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:

Commencing at the northeast corner of Lot 1 in Block 113 of the Southwest ¼ ( SW ¼ ) of Section 20, Township 7 North, Range 22 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin;

Thence North 34° 24' 57'' West, along the northerly extension of westerly line of North 9<sup>th</sup> Street, 25.00 feet to the point of beginning of land to be described;

Thence South 55° 8' 41'' West, 209.80 feet to a point;

Thence South 55° 20' 52'' West, 125.50 feet to a point;

Thence North 34° 12' 58'' West, 20.00 feet to a point;

Thence North 55° 20' 52'' East, 165.80 feet to a point;

Thence North 34° 14' 51'' West, 175.80 feet to a point;

Thence South 55° 20' 52'' West, 63.20 feet to a point;

Thence North 34° 12' 58'' West, 7.50 feet to a point;

Thence North 55° 47' 02'' East, 84.30 feet to a point;

Thence North 0° 51' 51'' West, 28.40 feet to a point;

Thence South 89° 15' 39'' East, along the center line of West Cherry Street, 25.00 feet to a point;

Thence South 1° 0' 46'' East, 21.34 feet to a point;

Thence South 34° 14' 51'' East, 150.00 feet to point;

Thence North 56° 1' 47'' East, 123.0 feet to a point;

Thence South 34° 24' 57'' East, along the southerly extension of westerly line of North 9<sup>th</sup> Street, 42.30 feet to the point of beginning.

The above described permanent EASEMENT is a part of Tax Key Numbers 361-1179-116, 361-1311-111, 361-1314-111 and 361-1314-112 and are shown on the drawing attached hereto as Exhibit A.

## 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, fencing and parking lot surfacing may be constructed, and that the City will replace such damaged or removed lawns, concrete walks, roadways, driveways, fencing 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, fencing 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 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 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 at this time for the cost of construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation of said FACILITIES in the aforescribed property. However, 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 charged and paid.

6. 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.

7. 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.

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

9. All the conditions pertaining to the "Maintenance of water service Piping" as set forth in Chapter 3.3.0 of the "Rules and amendments 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 Service."

