

SEWER EASEMENT	
Document Number	Document Title

**SEWER & WATER EASEMENT
S.E.-2725/W.E.-904**

Drafted by:
City of Milwaukee
Department of Public Works

Recording Area Name and Return Address	
	City of Milwaukee Department of Public Works Infrastructure Services Division Environmental Engineering Section 841 North Broadway – Room 820 Milwaukee, WI 53202

426-0072-110
Parcel Identification Number (PIN)

THIS SEWER EASEMENT (the “EASEMENT”), made as of _____, 20____, is from Forest County Potawatomi (“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 1850 West Potawatomi Circle, and a tax key number of 426-0072-110 (the “Parcel”), and Grantor is willing to grant to City a permanent 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. 198-1-21).
2. **Easement Grant.** Grantor grants to City, and City accepts, a permanent easement in and to the Easement Area, together with the right of ingress and egress to the Easement Area, so City 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, the 24-inch storm, 27-inch storm, and 12-inch sanitary sewers and the 8-inch 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 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 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. **Grantor Construction.** If Grantor constructs any structure, building, or improvement adjacent to the Easement Area, or any Permitted Improvement within the Easement Area, or if Grantor undertakes any other work within the Easement Area, Grantor assumes liability for any damage to the Facilities in the Easement Area.
7. **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 sewer maintenance, user fees, and other sewer fees in effect for all City of Milwaukee serviced properties that are chargeable to or against real property or owners, shall be paid.
8. **Access.** The Facilities and Easement Area shall be accessible to City at all times.
9. **Prior Approval of Certain Work.** Prior to undertaking any work below surface within the Easement Area, and prior to any underground installation within the Easement Area, and prior to any surface-grade alteration within the Easement Area that would raise or lower the surface elevation by 1 foot or more, then, in any such event, Grantor shall first submit plans therefore to the City for approval by the City’s Commissioner of Public Works (“**DPW Commissioner**”), and any such work, installation or alteration, requires prior approval of the DPW Commissioner.
10. **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.
11. **Public Right-of-Way.** If the Easement Area, or any part thereof, becomes public right-of-way, Grantor’s rights hereunder as to such shall terminate but the Easement shall not.

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

CITY: CITY OF MILWAUKEE

By: Ghassan Korban
Ghassan Korban, Commissioner
Dept. of Public Works

Countersigned:

By: Martin Matson
Martin Matson, Comptroller

City Common Council Resolution File No. _____
adopted on _____
on _____

**CITY ATTORNEY
APPROVAL/AUTHENTICATION**

_____, 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).

By: _____
Name Printed: _____
Assistant City Attorney
State Bar No. _____
Date: _____

1047-2012-719:182700

GRANTOR:

Al W. Milham
Name Printed: Al W. MILHAM

Name Printed: _____

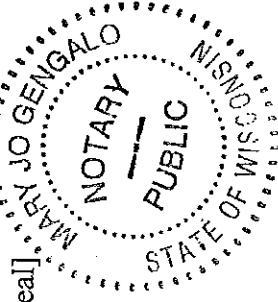
GRANTOR NOTARY

State of Wisconsin) _____
Milwaukee County)

Before me personally appeared the following signatories, Al W. Milham, to me known to be such person(s) who signed this document and acknowledged the same.

Date: 12-31-12
Mary Jo Gengalo
Notary Public

Name Printed: Mary Jo Gengalo
My commission: 10-25-15



[notarial seal]

EXHIBIT A
LEGAL DESCRIPTION OF "EASEMENT AREA"

Part of the Northeast ¼ (NE ¼) of Section 31, Township 7 North, Range 22 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Beginning at the southwesterly corner of Parcel 1 of Certified Survey Map Number 3997, a recorded Survey Map in said Northeast ¼ section;
Thence east 85.27 feet along the arc of a curve whose center lies to the southeast, whose radius is 60.00 feet and whose chord bears North 39° 42' 3.0" east 78.27 feet;
Thence South 00° 30' 24" East 118.75 feet to a point;
Thence North 76° 57' 13" West 51.54 feet along the southerly line of Vacated West Pittsburgh Avenue of said Certified Survey Map to a point;
Thence North 01° 01' 12" West 46.9 feet along the southerly extension of the west line of Parcel 1 of said Certified Survey Map, to the point of beginning.

The above described permanent EASEMENT is a part of Tax Key Number 426-0072-110.

(FORMER CHI., MIL., ST. PAUL & PACIFIC R.R. R.O.W.)
 EMMPAK FOODS INC.
 426-0071-113

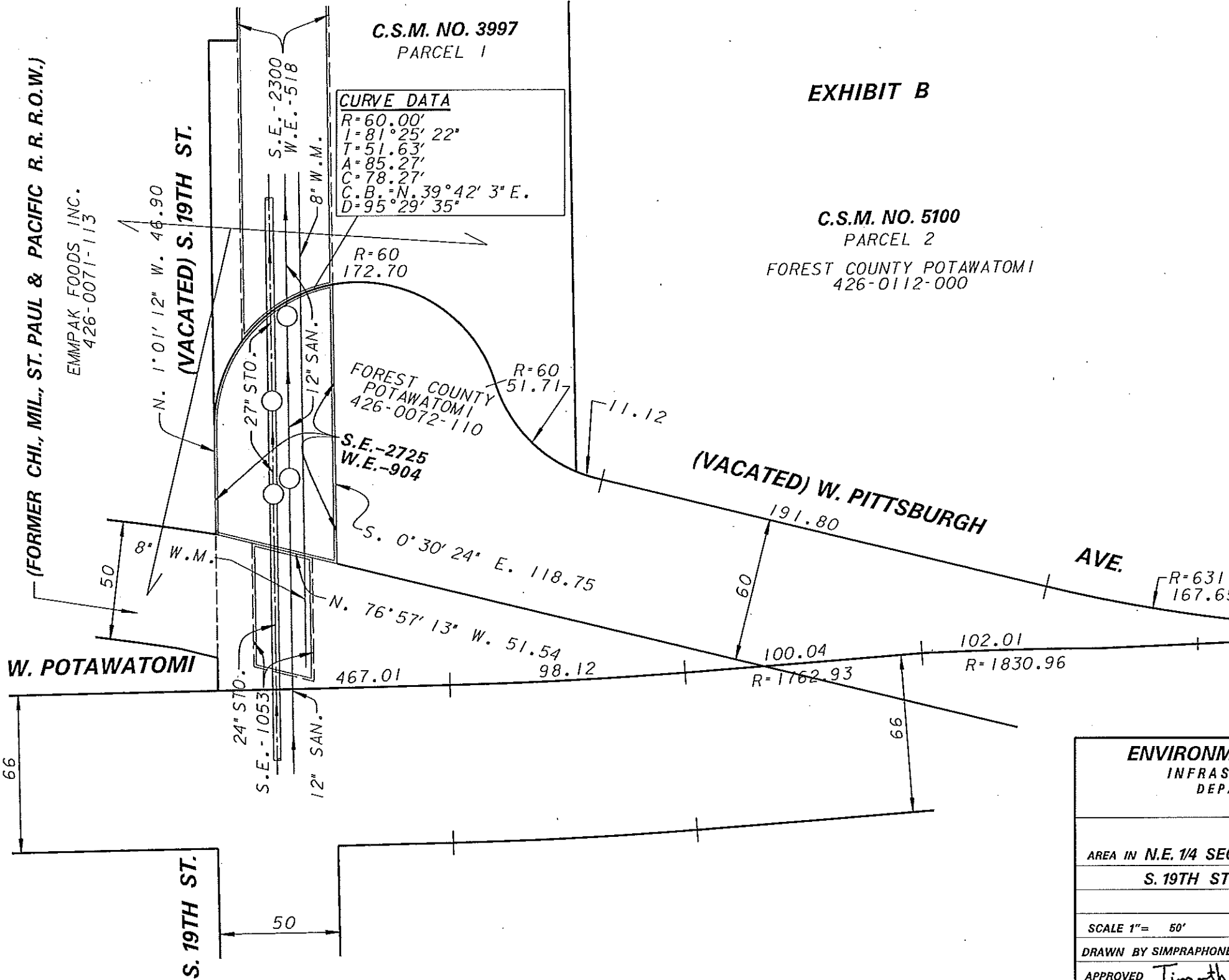
(VACATED) S. 19TH ST.

C.S.M. NO. 3997
 PARCEL 1

CURVE DATA	
R=	60.00'
I=	81° 25' 22"
T=	51.63'
A=	85.27'
C=	78.27'
C.B.=	N. 39° 42' 3" E.
D=	95° 29' 35"

EXHIBIT B

C.S.M. NO. 5100
 PARCEL 2
 FOREST COUNTY POTAWATOMI
 426-0112-000



ENVIRONMENTAL
 INFRASTRUCTURE
 DEPARTMENT

AREA IN N.E. 1/4 SEC
 S. 19TH ST

SCALE 1" = 50'

DRAWN BY SIMPRAPHONE

APPROVED *Timothy*