

Easement - Sewer

Document Number

Document Title

SE-2667A Easement of various widths
WE-869 located in vacated North Hopkins
Street from 145'± north of the
north line of West Douglas Avenue
to the south line of the Union
Pacific Railroad right-of-way.

Recording Area

Name and Return Address

Environmental Engineering
Room 820, Municipal Building
841 North Broadway
Milwaukee, WI 53202

157-9998-210 & 157-9995-100

Tax Key Numbers

Infrastructure Services Division
Environmental Engineering Section
RJR/gw

SE-2667A
WE-869

Easement of various widths located in vacated North Hopkins Street from 145'± north of the north line of West Douglas Avenue to the south line of the Chicago & Northwestern Railroad right-of-way.

EASEMENT

BY THIS EASEMENT, Milwaukee County, owner, including heirs, personal representatives, successors or assigns, as may be or may become applicable, hereinafter referred to as "County", a Municipal Body Corporate, GRANTS to the City of Milwaukee, a Municipal Corporation, hereinafter referred to as "City", for a valuable consideration of \$1.00, the right to construct, maintain, operate, inspect, repair, enlarge, reconstruct and relocate FACILITIES, namely sewers and water mains, in and across the following described real estate in Milwaukee County, Wisconsin, as shown on the attached plan, File Number 53-5-245.

That portion of the Northeast ¼ (NE ¼) of Section 26, 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 intersection of the north line of West Douglas Avenue and the east line of North Hopkins Street.

Thence North 7°50'25" East, one-hundred forty-five and eighty-one hundredths (145.81) feet, to the point of beginning of the lands to be described;

Thence South 89°19'30" West, twenty and twenty-two one hundredths (20.22) feet;

Thence North 7°50'25" East, two hundred sixty-five and ninety-eight one hundredths (265.98) feet;

Thence North 35°34'7" West, sixty-four and three one hundredths (64.03) feet;

Thence North 7°50'25" East, three hundred thirty-one and ninety-eight one hundredths (331.98) feet;

Thence North 88°24'45" East, thirty-eight and fifty-two one hundredths (38.52) feet;

Thence South 7°50'25" West, seventy-one and sixty-four one hundredths (71.64) feet;

Thence North 82°9'35" West, eighteen (18) feet;

Thence South 7°50'25" West, two hundred fifty-eight and sixty-eight one hundredths (258.68) feet;

Thence South 35°34'7" East, sixty-four and three one hundredths (64.03) feet;

Thence South 7°50'25" West, two hundred seventy and ninety-six one hundredths (270.96) feet to the point of beginning.

The above described permanent EASEMENT is a part of Tax Key Numbers 157-9998-210 and 157-9995-100.

UPON CONDITION:

1. That after entry for construction and maintenance, the land and surface improvements will be replaced in substantially the same prior condition at the expense of the City.

2. That the City will indemnify and save the County harmless, from all loss or injury to its property due to construction and maintenance.

3. That prior to construction, plans showing the location and construction requirements shall be submitted to the Director of Parks, Recreation and Culture of Milwaukee County for review and approval.

4. That the City shall secure a permit from said Director before construction commences.

5. That upon non-compliance with the provisions herein, this EASEMENT shall become null and void.

6. That violation of the above conditions during periods of emergency shall not result in cancellation or penalty. The Director of Parks, Recreation and Culture of Milwaukee County shall determine what constitutes an emergency.

7. That no 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.

8. 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 1985 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".

9. The FACILITIES shall be accessible for maintenance at all times. The County shall submit plans for approval to the City for any underground installation within the EASEMENT.

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

11. That no structures may be placed within the limits of the EASEMENT by the County 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 resurfacing, at its own cost, after making any necessary repairs, reconstruction, or enlargement of the FACILITIES in the EASEMENT.

12. That in and during whatever construction, operations, 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 resurfacing which were required to be removed in the course of doing the above work. However, the City shall save the County 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 the law, the City is entitled to raise.

13. Upon termination of the use for which this EASEMENT is granted, this EASEMENT shall terminate.

