

Water Easement W.E. 837

Document Number

Document Title

Recording Area

Name and Return Address

Dept. of City Development
Real Estate Section
809 N. Broadway
Milwaukee, WI 53202

CSM No. 6503, Parcel 1
Tax Key No.'s 714-9995-0001
and 714-9995-002
Parcel Identification Number

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

EASEMENT

In C.S.M. No. 6503, Parcel 1
North of W. Sycamore St.
West of S. 27th St.

THIS INDENTURE, Made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and HOME DEPOT U.S.A., Inc., a Delaware corporation,

owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

That, WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in said property; namely, a 12" water main as shown on attached plan, file no. A-8-1.

NOW, THEREFORE, in consideration of the grant of the easement 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 and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of Parcel 1, CERTIFIED SURVEY MAP NO. 6503 in the Northeast One-Quarter (N.E. 1/4) of Section One (1), Township 5N, Range 21E, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

TO-WIT:

Parcel A

Commencing at the southeast corner of said 1/4 section; thence North 00E16'38" East along the east line of said 1/4 section, 492.48 feet to a point; thence South 87E34'35" West, 80.09 feet to a point on the west line of South 27th Street, said point being the southeast corner of Parcel 2 of CERTIFIED SURVEY MAP NO. 6503; thence continuing South 87°34'35" West along said south line of Parcel 2 aforesaid, 657.20 feet to a point; thence North 02°25'25" West, 404.99 feet to a point; thence North 87°34'35" East 25.00 feet to the point of beginning of the easement to be described; thence North 02°25'25" West, 139.01 feet to a point; thence North 24°54'55" West, 65.33 feet to a point; thence North 02°25'25" West, 421.92 feet to a point; thence North 87°34'35" East, 20.00 feet to a point; thence South 02°25'25" East, 50.93 feet to a point; thence North 87°34'35" East, 8.00 feet to a point; thence South 02°25'25" East, 10.00 feet to a point; thence South 87°34'35" West, 8.00 feet to a point; thence South 02°25'25" East, 315.00 feet to a point; thence North 87°34'35" East, 8.00 feet to a point; thence South 02°25'25" East, 10.00 feet to a point; thence South 87°34'35" West, 8.00 feet to a point; thence South 02°25'25" East, 32.02 feet to a point; thence South 24°54'55" East, 65.33 feet to a point; thence South 02°25'25" East, 142.99 feet to a point; thence South 87°34'35" West, 20.00 feet to the point of beginning of the easement.

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Parcel B

Commencing at the southeast corner of said 1/4 section; thence North 00°16'38" East along the east line of said 1/4 section, 492.48 feet to a point; thence South 87°34'35" West, 80.09 feet to a point on the west line of South 27th Street, said point being the southeast corner of Parcel 2 of CERTIFIED SURVEY MAP NO. 6503; thence continuing South 87°34'35" West along said south line of Parcel 2, aforesaid, 927.43 feet to a point; thence continuing South 87°34'35" West along said south line, 35.00 feet to a point; thence North 02°25'25" West, 204.99 feet to a point; thence South 87°34'35" West, 8.00 feet to a point; thence North 02°25'25" West, 10.00 feet to a point; thence North 87°34'35" East, 8.00 feet to a point; thence North 02°25'25" West, 148.30 feet to a point; thence North 47°25'25" West, 57.28 feet to a point; thence North 02°25'25" West, 1.20 feet to the point of beginning of the easement to be described; thence continuing North 02°25'25" West, 656.29 feet to a point; thence North 87°34'35" East, 365.75 feet to a point; thence South 02°25'25" East, 35.00 feet to a point; thence South 87°34'35" West, 330.75 feet to a point; thence South 02°25'25" East, 607.99 feet to a point; thence South 47°25'25" East, 18.80 feet to a point; thence South 87°34'35" West, 48.30 feet to the point of beginning of the easement.

Part of Tax Roll Key No.'s 714-9995-0001, 714-9995-002

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City.
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of 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 aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of 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.
3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed.
4. That, in connection with the construction by the Grantor of any structure or building abutting said easement defined limits, 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 Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and 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 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".
7. The Facilities shall be accessible for maintenance at all times. The owner shall submit plans for approval to the City for any underground installation within the easement.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the Commissioner of Public Works of the City of Milwaukee.
9. It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
10. That the attached EASEMENT AGREEMENT is expressly subject to and conditioned by the terms and conditions of a certain WATER AGREEMENT by and between the "CITY" and the CITY OF MILWAUKEE WATER WORKS and executed on the 8th day of October, 1973, said WATER AGREEMENT being incorporated herein by this reference thereto.
11. The "Grantor" by execution of this EASEMENT AGREEMENT, hereby consents to the assignment of this easement from the "CITY" to the CITY OF MILWAUKEE for the purposes and for the considerations expressed in this document upon the written consent of the officers of the "CITY" and upon a passage of a resolution by the Common Council of the "CITY" granting said assignment to the CITY OF MILWAUKEE.

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ASSIGNMENT OF EASEMENT W.E. 837

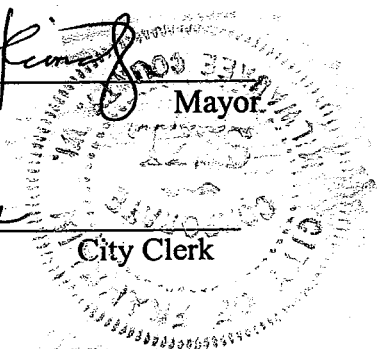
IN WITNESS WHEREOF, said City of Franklin for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, has caused this instrument to be assigned to the City of Milwaukee and these presents signed by Frederick F. Klimetz, its Mayor and Sandra L. Claus, its City Clerk, and its corporate seal hereunto affixed at Franklin, Wisconsin, this 24th day of April, A.D. 2000.

City of Franklin

In presence of

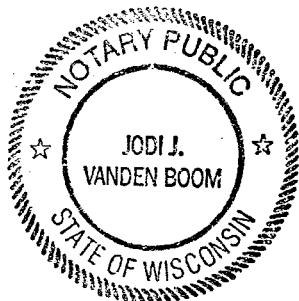
Jodi J. Vander Boom by Frederick F. Klimetz
Frederick F. Klimetz, Mayor

Sandra L. Claus by Sandra L. Claus
Sandra L. Claus, City Clerk



STATE OF WISCONSIN)
S.S.
COUNTY OF MILWAUKEE)

On this 24th day of April, A.D. 2000, before me personally appeared Frederick F. Klimetz and Sandra L. Claus, who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No. 2000-5012 adopted by its Common Council on April 3, 2000.



Jodi J. Vander Boom
Notary Public, Milwaukee County, Wisconsin

My commission expires 9-24-2000

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This instrument was drafted by the City of Milwaukee.

Approved as to contents

Date: 6/12/01

CM Lewis
.....
SUPERINTENDENT OF MILWAUKEE WATER WORKS
069

Approved as to form only

Date: 6-18-01

Mary A. Stew
.....
ASSISTANT CITY ATTORNEY

Approved as to execution

Date: 6-18-01

Mary A. Stew
.....
ASSISTANT CITY ATTORNEY