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SEWER EASEMENT

Document Number

Document Title

**SEWER EASEMENT  
SE-2840**

**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

137-984-7121

Parcel Identification Number (PIN)

**THIS SEWER EASEMENT** (the “**EASEMENT**”), made as of \_\_\_\_\_, 20\_\_\_\_, is from Recyclers Properties of Milwaukee, LLC (“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. **Recyclers Properties of Milwaukee, LLC.** Grantor owns property in the City of Milwaukee, Wisconsin, with an address of 3800 West Mill Road, and a tax key number of 137-984-7121(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. 198-7-4 ).

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, a 15-inch Sanitary and 42-inch Storm Sewer 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 TO

**City Common Council Resolution File No.**  
\_\_\_\_\_, adopted 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:**

**Recyclers Properties of Milwaukee LLC**

By: Rhonda Kenbaum

Title: Vice President

Name Printed: Rhonda Kenbaum

**GRANTOR NOTARY**

State of Wisconsin)  
\_\_\_\_\_)ss  
Milwaukee County)

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

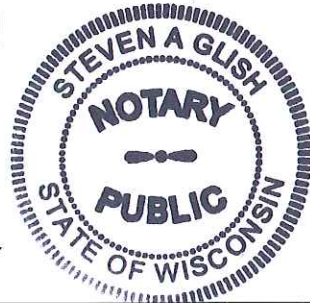
Date: 5-8-13  
Steven A. Glish

Notary Public

Name Printed: Steven A. Glish

My commission: 5/8/16

[notarial seal]



**EXHIBIT A**

**Description of "Easement Area"**

Part of the Southeast  $\frac{1}{4}$  of Section 24, Township 8 North, Range 21 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin bounded and described as follows:

Beginning at the northeasterly corner of Parcel 4 of Certified Survey Map Number 3875, in said quarter section;

Thence North  $41^{\circ} 14'$  East, 100.00 feet to a point;

Thence South  $48^{\circ} 46'$  East, 30.00 feet to a point;

Thence South  $41^{\circ} 14'$  West, 100.00 feet to a point;

Thence North  $48^{\circ} 46'$  West, 30.00 feet to the point of beginning.

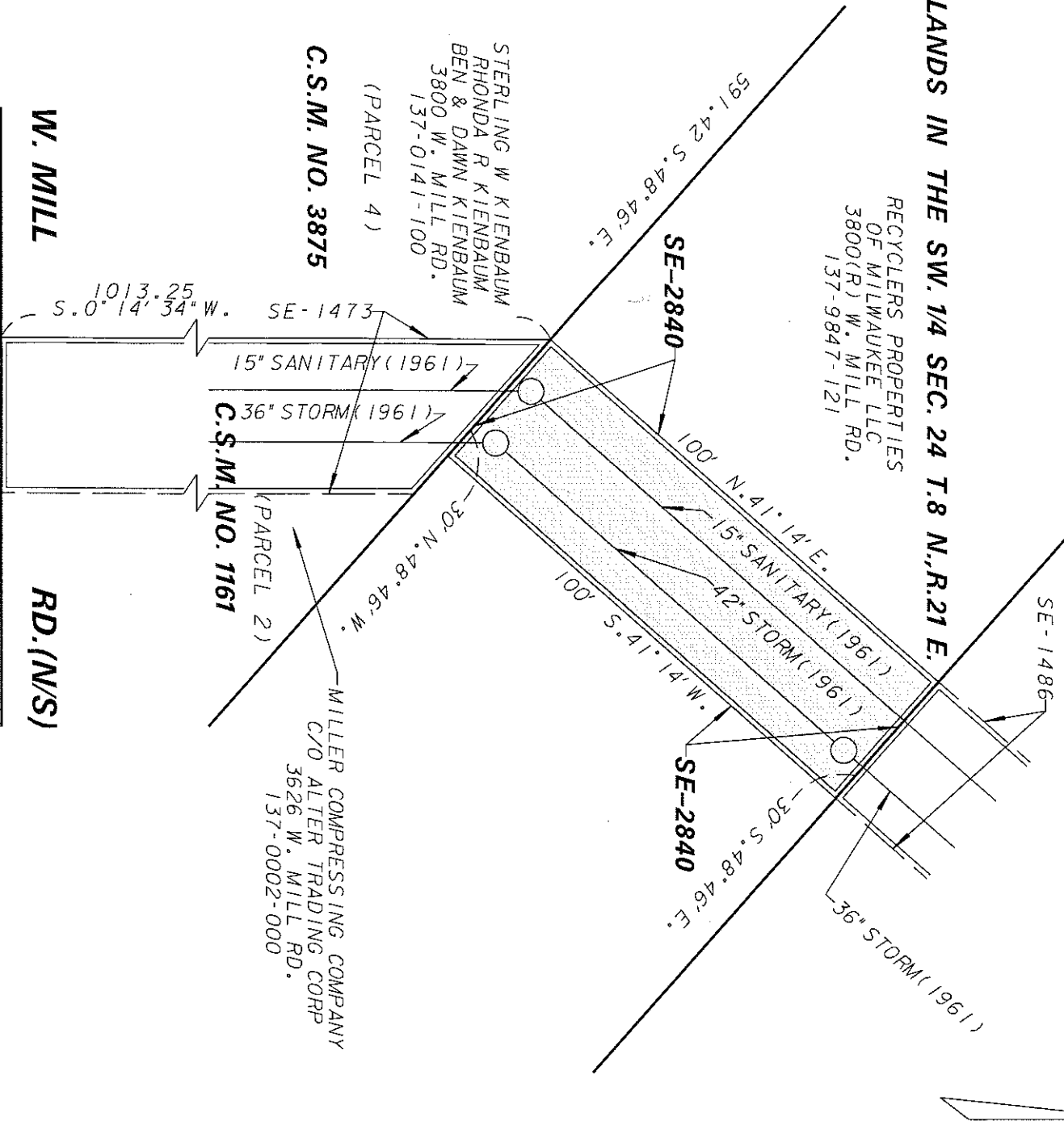
# EXHIBIT "B"

LANDS IN THE SW. 1/4 SEC. 24 T.8 N., R.21 E.

GNP INVESTMENTS LLC  
3645 W. ELM ST.  
137-9865-112

RECYCLERS PROPERTIES  
OF MILWAUKEE LLC  
3800(R) W. MILL RD.  
137-9847-121

LANDS IN THE SW. 1/4 SEC. 24 T.8 N., R.21 E.



**ENVIRONMENTAL ENGINEERING SECTION**  
INFRASTRUCTURE SERVICES DIVISION  
DEPARTMENT OF PUBLIC WORKS  
MILWAUKEE, WISCONSIN

**PLAN OF SEWER EASEMENT**

AREA IN **S.W. 1/4 SEC. 24, T.8 N., R.21 E.**

SCALE 1" = 30'	ATLAS PAGE NO. 137	EASE NO. SE 2840
DRAWN BY JAWISE	CHKD. BY KMO	W.O. NO.
APPROVED <i>Timothy J. Thur</i>		DATE 04-11-13
APPROVED <i>C. W. J. [Signature]</i>		FILE NO. 198-7-4