

SEWER EASEMENT RELEASE
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Document Number

Document Title

SEWER EASEMENT RELEASE
SER-2907
and
SEWER EASEMENT
SE-2911

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

278-0403-000

Parcel Identification Number (PIN)

THIS SEWER EASEMENT (the “**EASEMENT**”), made as of _____, 2021, is from Andy Nunemaker (“**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 3230 East Kenwood Boulevard, and a tax key number of 278-0403-000(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. 198-8-13).
- 2. Release of Existing Sewer Easement.** Sewer Easement SE-330, recorded in the Milwaukee County Register of Deeds Office as Document No. 2153784 on November 9, 1937 is hereby released and replaced with this permanent easement.
- 3. 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 10-inch diameter sanitary sewer and related facilities and appurtenances (collectively, the “**Facilities**”).

4. **City Facilities Maintenance.** City is responsible for maintaining the Facilities.
5. **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.
6. **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.
7. **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.
8. **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.
9. **Access.** The Facilities and Easement Area shall be accessible to City at all times.
10. **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.
11. **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.

12. 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.

EXHIBIT A
LEGAL DESCRIPTION OF "EASEMENT AREA"

Easement in the Southeast one-quarter (S.E. ¼) of Section Ten (10), Township Seven (7) North, Range Twenty-Two (22) East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows;

Commencing at the northeast corner of Lot 7, Lake Park Addition, located in said southeast quarter;

Thence, South 88° 43' 34.5" West 8.52 feet, along the north line of said Lot 7, to the point of beginning of the easement to be described;

Thence, South 31° 26' 53.9" East 90.56 feet to a point in Lot 8, Lake Park Addition;

Thence, South 00° 32' 14.9" East 155.65 feet to a point along the south line of said Lot 8;

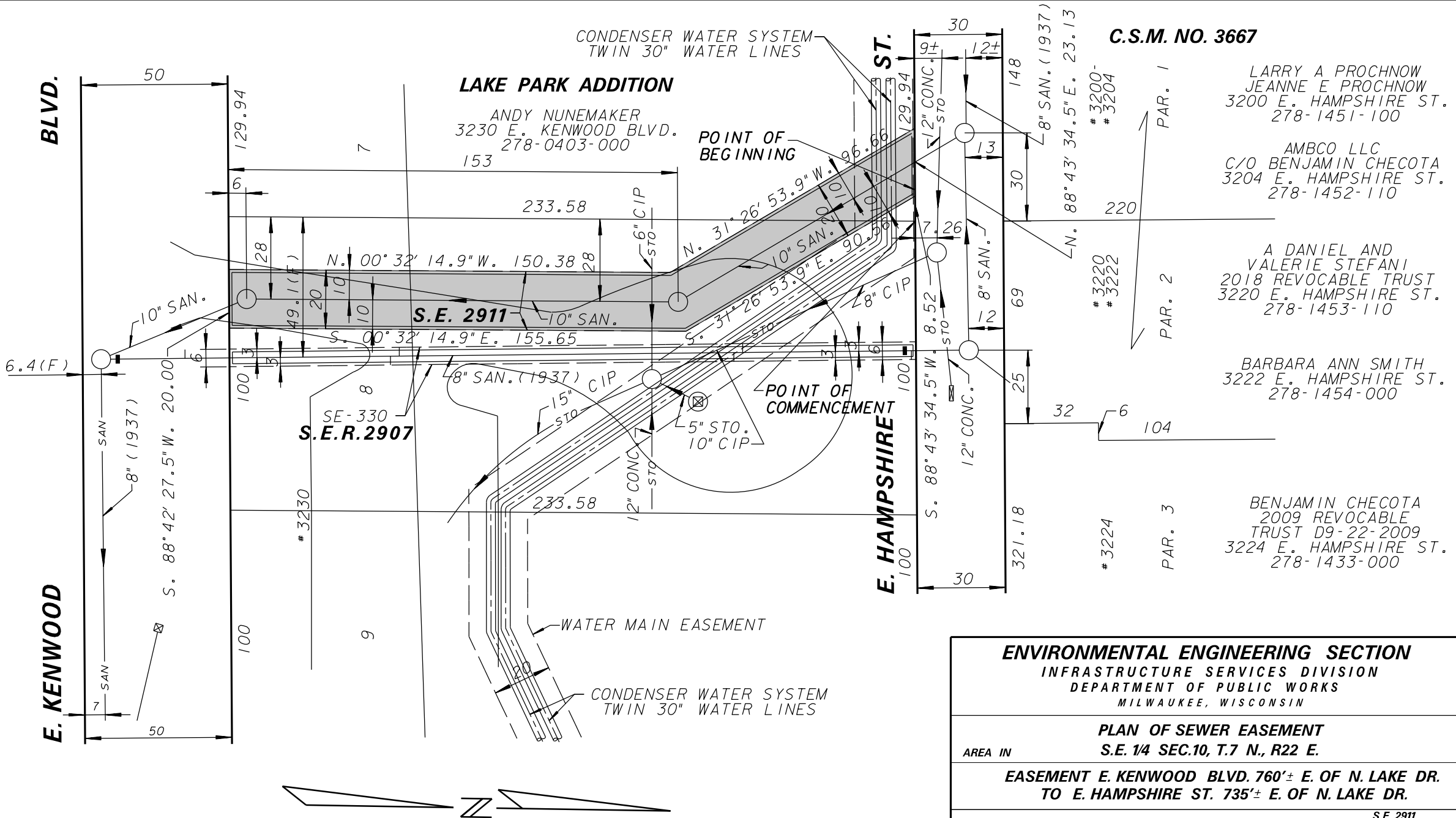
Thence, South 88° 42' 27.5" West 20.00 feet, along the south line of said Lot 8, to a point;

Thence, North 00° 32' 14.9" West 150.38 feet to a point in said Lot 8;

Thence, North 31° 26' 53.9" West 96.66 feet to a point along the north line of Lot 7;

Thence, North 88° 43' 34.5" East 23.13 feet, along the north line of Lot 7, to the point of beginning.

LAKE PARK
(MILWAUKEE COUNTY)



C.S.M. NO. 3667

LARRY A PROCHNOW
JEANNE E PROCHNOW
3200 E. HAMPSHIRE ST.
278-1451-100

AMBCO LLC
C/O BENJAMIN CHECOTA
3204 E. HAMPSHIRE ST.
278-1452-110

A DANIEL AND
VALERIE STEFANI
2018 REVOCABLE TRUST
3220 E. HAMPSHIRE ST.
278-1453-110

BARBARA ANN SMITH
3222 E. HAMPSHIRE ST.
278-1454-000

BENJAMIN CHECOTA
2009 REVOCABLE
TRUST D9-22-2009
3224 E. HAMPSHIRE ST.
278-1433-000

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

PLAN OF SEWER EASEMENT
AREA IN **S.E. 1/4 SEC.10, T.7 N., R22 E.**
**EASEMENT E. KENWOOD BLVD. 760'± E. OF N. LAKE DR.
TO E. HAMPSHIRE ST. 735'± E. OF N. LAKE DR.**

SCALE 1"= 40'	ATLAS PAGE NO. 278	EASE. NO. S.E. 2911, S.E.R. 2907
DRAWN BY C.MASLOWSKI	CH'KD. BY M.DAKWAR	W.O. NO.
APPROVED	DATE	9/23/2021
APPROVED	FILE NO.	198-8-13