

Document Number

**PERMANENT SEWER, and  
TEMPORARY CONSTRUCTION EASEMENT**

THIS EASEMENT, made by the **MILWAUKEE BOARD OF SCHOOL DIRECTORS (MBSD)** for Milwaukee Public Schools (MPS), and by the **CITY OF MILWAUKEE**, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Milwaukee, Wisconsin, hereinafter referred to as "GRANTOR", owner of land, acknowledges receipt of, grants and warrants to **MILWAUKEE METROPOLITAN SEWERAGE DISTRICT, a municipal body corporate, (the "DISTRICT")**, a PERMANENT SEWER EASEMENT, and TEMPORARY CONSTRUCTION EASEMENT, running in, upon, under, across, over, through, and along certain lands described below in the City of Milwaukee, County of Milwaukee, Wisconsin and shown and described on the attached Exhibits A, B-1 and B-2. Said land is used for Clement Avenue Elementary School, 3666 S. Clement Avenue, Milwaukee, WI.

This space is reserved for recording data

**Return to:**  
Milwaukee Metropolitan Sewerage District  
Attn: Dennis M. Stefanik, Real Estate Dept  
260 West Seeboth Street  
Milwaukee, Wisconsin, 53204-1446

**Parcel Identification Number/Tax Key Number**

Tax Key Number: Part of 547-0705-100-3

Legal Description of Easement Parcels: Part of Lot 6 (school lands) and Emerson's Subdivision located in the Northeast ¼ of the Southeast ¼ of Section 16, Township 6 North, Range 22 East and the Northeast ¼ of the Southeast ¼ of Section 16, Township 6 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, as described on the attached Exhibit "A" and further identified as Parcels 4-A, 4-B, 4-C, 4-D, and 4-E of Exhibits "B-1", "B-2" and "B-3", attached hereto.

1. **Purpose:** The purpose of this easement is for the constructing, operating, maintaining, reconstructing, and repairing a sewer and its appurtenances (hereinafter referred to as "facilities") for the Warnimont Avenue Relief Sewer Project.
2. **Access:** The District, or its agents shall have the right to enter the Grantor's land for the purpose of exercising its rights in the easement area. The district shall provide Grantor a minimum of ten (10) days advance written notice prior to commencing any installation, repairs, maintenance or other activities within the easement area; however, in the event of an emergency, no such advance notice shall be required.
3. **Buildings or Other Structures:** The Grantor agrees that no structures will be erected in the easement area or in such close proximity to the sewer facilities as to create interference with the construction, operation, maintenance or repair of said facilities.
4. **Elevation:** The grantor agrees that the elevation of the existing ground surface within the easement area will not be altered by more than one (1) foot without the written consent of the District.
5. **Restoration:** All disturbed surface areas will be restored "in kind" after construction is complete. Turf areas will be replaced with equal quality sod and guaranteed for 9 months. Existing site drainage will be maintained throughout construction and be restored after construction is complete.
6. **Removal of Facilities:** It is understood that the District's facilities shall be removed without cost to grantor and the easement rights contained herein terminated at such time as said facilities are no longer required or used by the District.

7. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.

8. **Notices:** All notices to be given to either party under this agreement shall preferably be in writing and shall be given either by personal delivery, by postage prepaid U.S. Mail, by facsimile or by e-mail to the respective recipients set forth in this paragraph. A notice shall be deemed delivered either by actual receipt thereof or upon delivery refusal thereof; providing, however, that notices sent by e-mail or facsimile must be sent during the hours between 8:30 A.M. and 4:30 P.M. on days that MPS offices are open for business. Either party may change its address for purposes of receiving notice by delivering written notice thereof in accordance with the requirements of this paragraph.

A. To City of Milwaukee:

MPS Director of Facilities & Maintenance Services – Richard W. Moore, P.E.  
1124 North 11<sup>th</sup> Street  
Milwaukee, WI 53233

Telephone (414) 283-4600  
Facsimile (414) 283-4682  
E-Mail [moorerw@mail.milwaukee.k12.wi.us](mailto:moorerw@mail.milwaukee.k12.wi.us)

B. To Milwaukee Metropolitan Sewerage District

Real Estate Agent – Dennis M. Stefanik  
Milwaukee Metropolitan Sewerage District  
260 W. Seeboth Street  
Milwaukee, WI 53208

Telephone (414) 225-2246  
Facsimile (414) 221-6801  
E-Mail [dstefanik@mmsd.com](mailto:dstefanik@mmsd.com)

9. **Amendments:** This agreement may be amended only by a written instrument executed by all of the parties hereto.

10. **Indemnification:** It is understood that during the time the District's facilities are located on the land of the grantor pursuant to this grant, District will indemnify and save the grantor harmless from any and all claims for injury or death to any person and for damage to property of any person arising out of the construction, operation, maintenance and repair of said facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of grantor, its employees, agents and invitees.

11. **Recording:** This document shall be recorded in the Milwaukee County Register of Deeds' office by the District, at its expense. Two copies of the recorded document shall be returned to the City of Milwaukee Engineer who will, in turn, forward a copy to MPS for their records.

12. **Consideration:** The consideration for these Easement Rights shall be the sum of Twenty one Thousand Three Hundred Twenty Five and no/100 Dollars (\$21,325).

13. **Temporary Construction Easement:** The TEMPORARY CONSTRUCTION EASEMENT shall terminate upon completion of the construction project for which this instrument is given.

14. **Construction Timetable:** It is understood that the construction project on grantor's property shall begin no earlier than April 15, 2007 and end no later than August 15, 2007. Any change to the projected construction times (including final restoration) must be approved in writing by the grantor and under grantor's specific terms and conditions.

15. **Fencing:** The entire construction area on or adjacent to the grantor's school site will be fenced with (8') eight foot high chain link fencing except for a portion of the southerly temporary construction area (Parcel 4B) which is to be used for the relocation of pedestrian access to the school building. The existing walkway will be temporarily relocated with an asphalt surfaced walk similar in width to the existing walk.

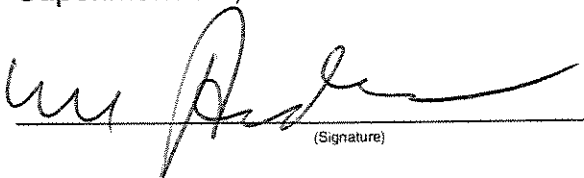
16. **Tree Protection:** The mature trees in the temporary construction areas will be protected with the same chain link fencing as noted above which shall be installed in a (5') five foot radius from each tree base except for the tree closest to the access shaft which may be impacted by construction activities. Reasonable efforts will be made to minimize the impact to said tree.

17. This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

IN WITNESS WHEREOF, the above named parties have caused their hands and seals to be hereunto affixed.

**Grantor: MILWAUKEE BOARD OF SCHOOL DIRECTORS  
For MILWAUKEE PUBLIC SCHOOLS**

Superintendent, Milwaukee Public Schools

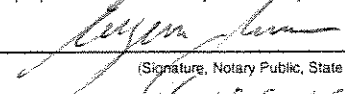
  
\_\_\_\_\_  
(Signature)

**WILLIAM G. ANDREKOPOULOS**  
\_\_\_\_\_  
(Print Name)

9/14/06  
\_\_\_\_\_  
(Date)

State of Wisconsin )  
                                  ) ss.  
Milwaukee County )

On the above date, this instrument was acknowledged before me by the above named Superintendent of the Milwaukee Public Schools, known to me to be such official, and who acknowledged that he executed the forgoing instrument on its behalf for the purpose aforesaid and by its authority as such officer.

  
\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)  
**EUGENE JONES**  
\_\_\_\_\_  
(Print or Type Name, Notary Public, State of Wisconsin)  
May 16, 2010  
\_\_\_\_\_  
(Date Commission Expires)

President, Milwaukee Board of School Directors

Joseph E Dannecker  
(Signature)

JOSEPH DANNECKER  
(Print Name)

9-14-08  
(Date)

State of Wisconsin )  
                                  ) ss.  
Milwaukee County )

On the above date, this instrument was acknowledged before me by the above named President of the Milwaukee Board of School Directors, known to me to be such official, and who acknowledged that he executed the forgoing instrument on its behalf for the purpose aforesaid and by its authority as such officer.

Pamela H. Magers  
(Signature, Notary Public, State of Wisconsin)

PAMELA H. MAGERS  
(Print or Type Name, Notary Public, State of Wisconsin)

October 26, 2008  
(Date Commission Expires)

**CITY OF MILWAUKEE**

\_\_\_\_\_  
(Signature)

TOM BARRETT, Mayor  
(Print Name-Title)

\_\_\_\_\_  
(Date)

State of Wisconsin )  
                                  ) ss.  
Milwaukee County )

On the above date, this instrument was acknowledged before me by the above named Mayor of the City of Milwaukee, known to me to be such official, and who acknowledged that he executed the forgoing instrument on its behalf for the purpose aforesaid and by its authority as such officer.

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Print or Type Name, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Date Commission Expires)

(Signature)

(Date)

RONALD D. LEONARDT, City Clerk

(Print Name-Title)

State of Wisconsin )

) ss.

Milwaukee County )

On the above date, this instrument was acknowledged before me by the above named City Clerk of the City of Milwaukee, known to me to be such official, and who acknowledged that he executed the forgoing instrument on its behalf for the purpose aforesaid and by its authority as such officer.

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

**COUNTERSIGNED:**

(Signature)

(Date)

W. MARTIN MORICS, City Comptroller

(Print Name-Title)

Approved as to form, execution & content:

City of Milwaukee Legal Department

**MILWAUKEE METROPOLITAN SEWERAGE DISTRICT**

(Signature)

(Date)

KEVIN L. SHAFER, EXECUTIVE DIRECTOR

(Print Name and Title)

State of Wisconsin )

) ss.

Milwaukee County )

On the above date, this instrument was acknowledged before me by the above named Executive Director of the Milwaukee Metropolitan Sewerage District, know to me to be such officer, and who acknowledged that he executed the forgoing instrument on its behalf for the purpose aforesaid and by its authority as such officer.

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

Approved as to form - MMSD Legal Dept

This instrument was drafted by Dennis M. Stefanik on behalf of the Milwaukee Metropolitan Sewerage District

## Exhibit "A"

Grantor: The City of Milwaukee and Milwaukee Public Schools  
Grantee: Milwaukee Metropolitan Sewerage District  
Tax Key: Part of #547-0705-100-3  
Interests: Permanent Sewer Easement and Temporary Construction Easement

### LEGAL DESCRIPTIONS

**A Permanent Sewer Easement**, described as follows:

Said easement consists of the following tract of land being part of Lots 6 and 7, and vacated E. Wilbur Avenue located in Block 1, of Emerson's Subdivision, located in the Northeast 1/4 of the Southeast 1/4 of Section 16, Township 6 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, described as follows:

The West 10.00 feet of said Lots 6 and 7, and vacated E. Wilbur Avenue (identified as "Parcel 4-A" on Exhibit "B-2").

Also,

Said easement consists of the following tract of land being part of Lot 6 (school lands) in the Southeast 1/4 of Section 16, Township 6 North, Range 22 East.

The North 30.00 feet of the West 32.00 feet of said Lot 6 (school lands) (identified as "Parcel 4-B" on Exhibit "B-2").

Said tracts contain 2,060 square feet.

**A Temporary Construction Easement**, described as follows:

Said easement consists of the following tract of land being part of Lots 6 and 7, and vacated E. Wilbur Avenue located in Block 1, of Emerson's Subdivision, located in the Northeast 1/4 of the Southeast 1/4 of Section 16, Township 6 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, described as follows:

The West 70.00 feet of said Lots 6 and 7, and vacated E. Wilbur Avenue (identified as "Parcel 4-C" on Exhibit "B-2").

Also,

Said easement consists of the following tract of land being part of Lot 6 (school lands) in the Southeast 1/4 of Section 16, Township 6 North, Range 22 East.

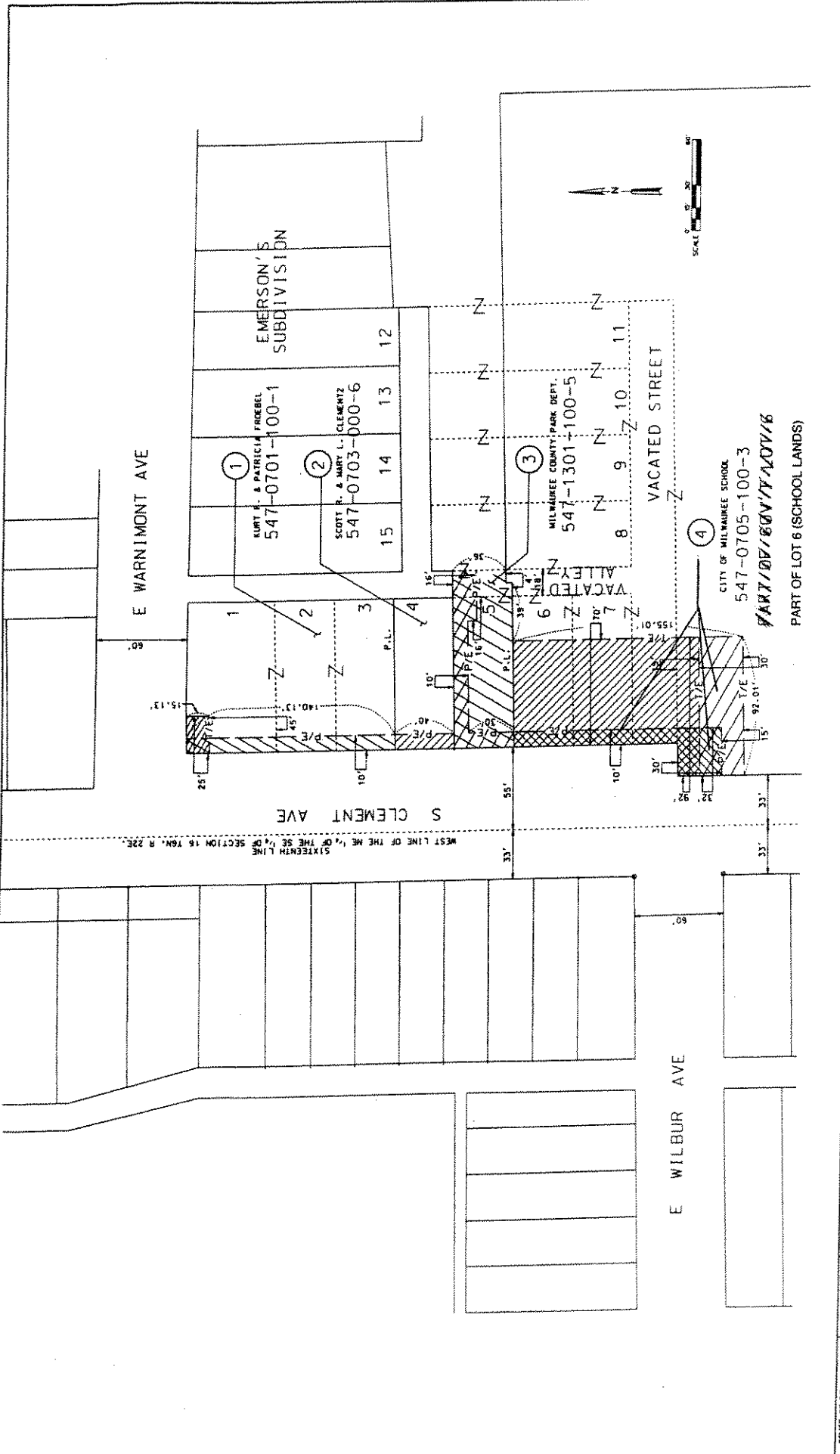
The North 15.00 feet of the West 92.00 feet of said Lot 6 (school lands) (identified as "Parcel 4-D" on Exhibit "B-2").

Also,

The South 30.00 feet of the North 45.00 feet of the West 92.00 feet of said Lot 6 (school lands) (identified as "Parcel 4-E" on Exhibit "B-2").

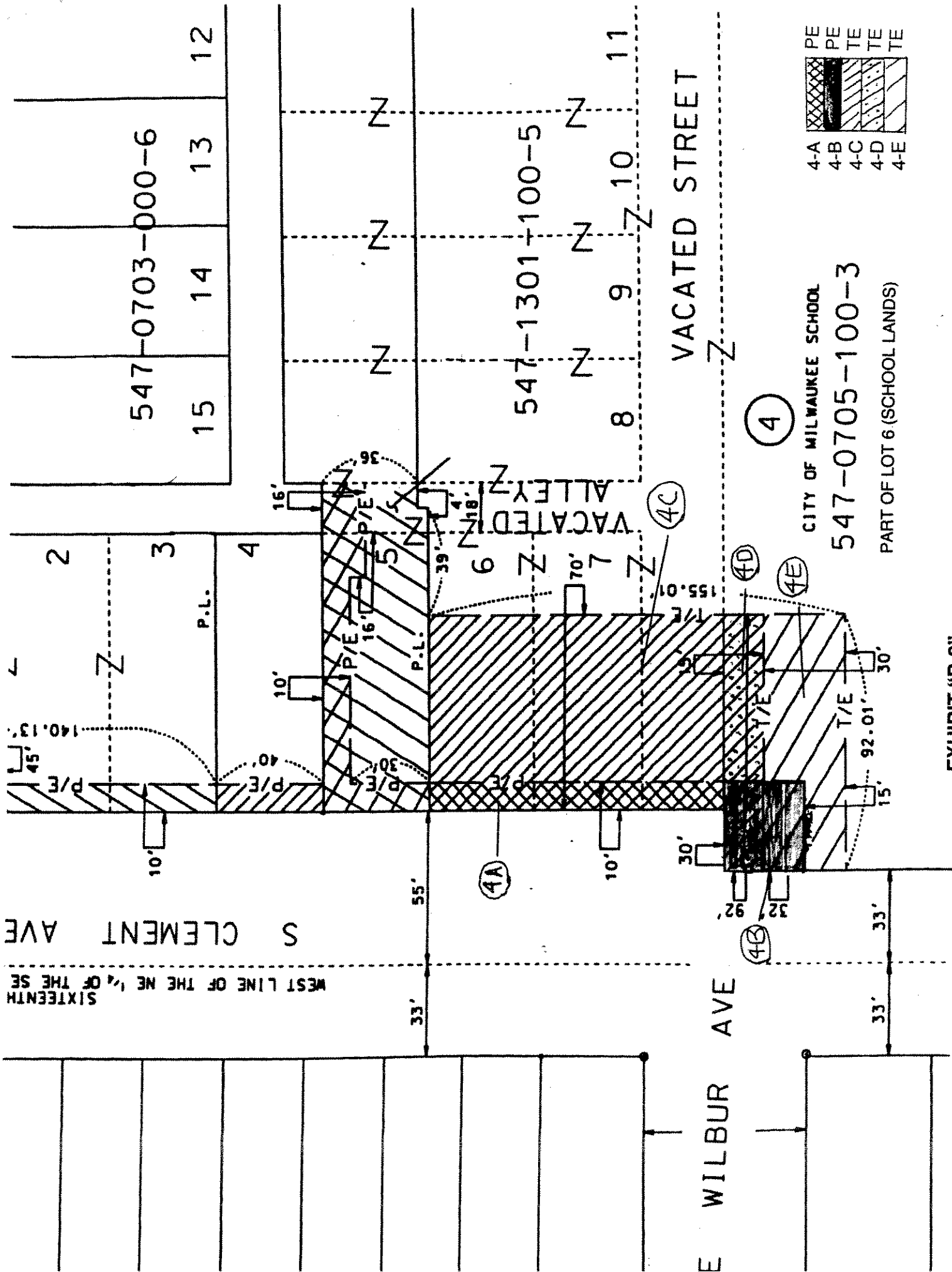
Said tracts contain 11,841 square feet.

The above Temporary Construction Easements are to terminate upon the completion of this project.



<b>REVISIONS</b> ALL CHANGES TO BE MADE IN THIS PLAN MUST BE MADE BY THE ENGINEER. NO PART OF THIS PLAN IS TO BE CONSIDERED VALID UNLESS IT IS APPROVED BY THE CITY ENGINEER. THE ENGINEER'S SIGNATURE AND SEAL MUST BE PLACED ON THIS PLAN. THE CITY ENGINEER'S SIGNATURE AND SEAL MUST BE PLACED ON THIS PLAN. THE CITY ENGINEER'S SIGNATURE AND SEAL MUST BE PLACED ON THIS PLAN.	REV. 4 REV. 3 REV. 2 REV. 1	2/6/06 12/14/05 9/27/05 9/27/05	DATE DATE DATE DATE	UPDATED EASEMENTS IN PARCELS 3 AND 5 UPDATED EASEMENTS IN PARCELS 1 AND 3 ADDED DIMENSIONS FOR PARCEL 4 EASEMENTS	DUB DUB DUB DUB	JSH JSH JSH JSH	BY BY BY BY	SECTION DESCRIPTION SECTION DESCRIPTION SECTION DESCRIPTION SECTION DESCRIPTION		MILWAUKEE METROPOLITAN SEWERAGE DISTRICT METROPOLITAN INTERCEPTION SEWER SYSTEM WARNIMONT AVENUE RELIEF SEWER MMSD COMMISSION APPROVED: JULY 25, 2005 AIRBOR CHANGES APPROVED BY EXECUTIVE DIRECTOR: FEBRUARY 6, 2006	DRAWING NO.: X-1 SHEETS: 9 OF 11 DATE: JUNE 2005 CONTRACT: C06007 MMSD FILE: XXX-122-001
	THIS DESIGN PROVIDED FOR MMSD BY ENGINEER: <b>MKS/LIARZA</b> IN ASSOCIATION WITH KAPLAN & ASSOCIATES, INC. SCALE: AS SHOWN										
	MONETARY SCALES 1" = 100' HORIZONTAL 1" = 10' VERTICAL 1" = 100' HORIZONTAL 1" = 10' VERTICAL 1" = 100' HORIZONTAL 1" = 10' VERTICAL										
	PART OF LOT 6 (SCHOOL LANDS) CITY OF MILWAUKEE SCHOOL 547-0705-100-3 PART OF 607/609/7/10/11/16										

EXHIBIT "B-1"



4-A	PE
4-B	PE
4-C	TE
4-D	TE
4-E	TE

CITY OF MILWAUKEE SCHOOL  
 547-0705-100-3  
 PART OF LOT 6 (SCHOOL LANDS)

EXHIBIT "B-2"



**SCHEDULE OF INTERESTS REQUIRED**

PARCEL NUMBER	SHEET NUMBER(S)	TAX KEY NUMBER(S)	OWNER	INTEREST REQUIRED		NET AREA (SQ. FT.)	REMARKS
				PERMANENT SEWER EASEMENT	TEMPORARY CONSTRUCTION EASEMENT		
1	4-5, 8-9	547-0701-100-1	KURT F. & PATRICIA PROEBEL, JR.			1401	3600 S. CLEMENT AVENUE
2	4-5, 8-9	547-0703-000-6	SCOTT R. & MARY L. CLEMENTZ			378	3620 S. CLEMENT AVENUE
3	4-5, 8-9	547-1301-100-5	MILWAUKEE COUNTY PARK DEPT.			400	1413 E. WASHINGTON AVENUE
4	4-5, 8-9	547-0705-100-3	CITY OF MILWAUKEE SCHOOL	4A & 4B		1684	
				4C		4684	
				4D & 4E		2060	3668 S. CLEMENT AVENUE
5	5-7, 10-11	545-8983-003	SACRED HEART OF JESUS CONGREGATION			9081	
						2760	
						2461	3635 S. KENNICKINNICK AVENUE


<b>REVISIONS</b> NO. DATE BY DESCRIPTION	REV. 4 2/6/06	REV. 3 1/23/06	REV. 2 8/21/05	REV. 1 8/21/05
DATE	2/6/06	1/23/06	8/21/05	8/21/05
BY	JSH	JSH	JSH	JSH
DESCRIPTION	UPDATED EASEMENTS IN PARCELS 3 AND 5	ADDITIONAL PARCELS	ADDITIONAL PARCELS	ADDITIONAL PARCELS
				
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT METROPOLITAN INTERSECTOR SEWER SYSTEM WASHINGTON AVENUE SEWER MAINLINE MMSD COMMISSION APPROVED JULY 25, 2005 MINOR CHANGES APPROVED BY EXECUTIVE DIRECTOR: FEBRUARY 6, 2006				
DATE	JUNE 2005			
CONTRACT	CON007			
ISSUE FILE	XXX-XXX-000			

EXHIBIT "B-3"