

Water Easement
W.E. 931

E A S E M E N T

In Lot 1, C.S.M. No. 7775
At West Vliet Street Extended
From 151' E/O North Dr. Martin Luther King Jr. Drive
To North Dr. Martin Luther King Jr. Drive

Recording Area

Name and Return Address
Milwaukee Water Works
Water Engineering Section
841 North Broadway, Room 403
Milwaukee, WI 53202

THIS INDENTURE, Made by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and the Commerce Power, LLC, 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. WE931.

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 the Southeast One-quarter (SE. ¼) of Section Twenty (20), Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:

TO-WIT:

Commencing at the most southerly corner of Lot 1, C.S.M. No. 7775; thence North 00° 00' 53" West, along the west line of said Lot 1 and the east line of North Dr. Martin Luther King Jr. Drive, 105.30 feet to a point; thence North 00° 00' 32" West, along said west and east lines, 328.46 feet to the point of beginning of the easement to be described; thence North 89° 55' 47" East, 151.00 feet to a point; thence North 00° 00' 32" West, 28.00 feet to a point; thence South 89° 55' 47" West, 16.00 feet to a point; thence South 00° 00' 32" East, 8.00 feet to a point; thence South 89° 55' 47" West, 135.00 feet to a point, said point being on the west line of said Lot 1 and the east line of North Dr. Martin Luther King Jr. Dr.; thence South 00° 00' 32" East, along said west and east lines, 20.00 feet to the point of beginning of the easement.

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UPON CONDITION

1. *That said Facilities shall be maintained and kept in good order and condition by the City at the City's expense.*
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 promptly 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 or were disturbed or damaged 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 or its agents 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 and maintained, unless the City otherwise consents in writing.*
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 its agents, 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 2002 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 reasonably accessible for maintenance at all times subject to the preexisting rights of lessees of Grantor or other parties entitled to park on the easement area. 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.

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IN WITNESS WHEREOF, the Grantor, has hereunto set its hands and seals

ON THIS DATE OF: _____

Commerce Power, LLC

In presence of:

WITNESS by Gary Grunau, President

WITNESS by

STATE OF _____)
S.S.
COUNTY OF _____)

Before me personally appeared on this _____ day
of _____, A.D. 20_____

Gary Grunau
President

to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation.

NOTARY PUBLIC

My commission expires _____

*Water Easement
W.E. 931*

This instrument was drafted by the City of Milwaukee.

Approved as to contents

Date:

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SUPERINTENDENT OF MILWAUKEE WATER WORKS

Approved as to form and execution

Date:

.....
ASSISTANT CITY ATTORNEY

