

Document Number

Sewer Easement
SE- 2691

Recording Information

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City of Milwaukee
Infrastructure Services Division
Environmental Engineering Section
841 North Broadway - Room 820
Milwaukee, WI 53202

326-0538-100-5

Parcel ID Number

The northerly 15 ft except
for the northernmost 0.5 ft
of vacated West Meinecke
Avenue from the west line of
the Soo Line Railroad Right
of Way to a point 50 ft
(+/-) west

E A S E M E N T

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 Park Industrial Center Inc., owner(s), (including heirs, personal representatives, successors or assigns, of above owner(s), as may be or may become applicable), hereinafter called "GRANTOR."

WITNESSETH

That, WHEREAS, the CITY desires to acquire a permanent easement as shown on attached plan, File Number 151-4-46, with the right of entry in and across the property hereinafter described and with the right to construct, operate, maintain, inspect, repair,

enlarge, reconstruct and relocate, as may be or may become applicable, the following facilities and appurtenances thereto, hereinafter called "FACILITIES," in said property, namely sewers.

NOW, THEREFORE, in consideration of the grant of the easement for aforementioned facilities 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 interested in the land hereinafter described, does hereby grant unto the CITY a permanent, non-exclusive easement for aforementioned facilities with the right of entry in and across the property hereinafter described and with the right to construct, operate, maintain, inspect, repair, enlarge, reconstruct and relocate, as may be or may become applicable, the facilities in and across the following described property in that part of the Southeast $\frac{1}{4}$ (SE $\frac{1}{4}$) of Section 13, Township 7 North, Range 21 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, as shown on the attached plan, File Number 151-4-46, bounded and described as follows, to-wit:

The northerly fifteen (15) feet, except for the northernmost one-half (0.5) foot, of Vacated West Meinecke Avenue from the west line of the Soo Line Railroad Right-of-Way to a point fifty (50) feet west of the west line of the Soo Line Railroad Right-of-Way as measured parallel to the north line of Vacated West Meinecke Avenue, at a distance 0.5 feet south of the north line of Vacated West Meinecke Avenue.

The above described permanent EASEMENT is a part of Tax Key Number 326-0538-100-5.

UPON CONDITION:

1. That said FACILITIES shall be maintained and kept in good order and condition by the CITY.
2. That no structures may be placed within the limits of the EASEMENT by the GRANTOR excepting that improvements such as lawns, concrete walks, roadways, driveways, and parking lot surfacing may be constructed, and that the CITY will replace such damaged or removed lawns, concrete walks, roadways, driveways, and parking lot surfacing, at its own cost, after constructing the facilities and performing any necessary maintenance, repairs, reconstruction, relocation or enlargement of said FACILITIES in the EASEMENT area.
3. That in and during whatever construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation is or becomes necessary with respect to 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 improvements other than lawns,

concrete walks, roadways, driveways, or parking lot surfacing which were required to be removed in the course of doing the above work. However, the CITY shall indemnify, defend and save the GRANTOR, its directors, officers, employees, successors and assigns, harmless from and against any loss, damage, injury or liability resulting from negligence on the part of the CITY in connection with said work with respect to said FACILITIES; provided, however, that if above loss, damage, injury or liability results from the joint negligence of the 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.

4. That, in connection with the construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation of said FACILITIES, the CITY will, at its expense; repair and assume liability for any loss or damage to the buildings, fences and other permanent improvements lying adjacent to and within five (5) feet of the north line of said EASEMENT. The CITY agrees to indemnify, defend and hold GRANTOR, its directors, officers, employees, successors and assigns harmless from and against any and all losses, costs (including reasonable attorneys' fees and legal expenses), liabilities, damages and claims arising out of damage to the building, fences and other permanent improvements of GRANTOR which now or hereafter lying adjacent to and within five (5) feet of the north line of the EASEMENT area that directly or indirectly result from or arise out of the construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation of the FACILITIES described herein; provided, however, that if above loss or damage results from the joint negligence of the 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.

5. That, in connection with the construction by the GRANTOR of any new structure or new building or operation, maintenance, repair or reconstruction of existing structures or buildings adjoining and within five (5) feet of the north line of said EASEMENT after the date hereof, the GRANTOR will assume all liability for any damage to the facilities in the aforescribed 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 CITY, arising out of the construction by the GRANTOR of any new structure or new building abutting the said EASEMENT after the date hereof, and shall reimburse the CITY for the full amount of such loss or damage.

6. That no charges will be made against said lands at this time for the cost of construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation of said FACILITIES in the aforescribed property. However, when the GRANTOR makes application for a permit to connect to said FACILITIES in the aforescribed EASEMENT, the regular and customary connection

permit fee in effect at the time of application shall be charged and paid.

7. That said FACILITIES shall be accessible for maintenance at all times. The GRANTOR shall submit plans for approval by the Commissioner of Public Works of the City for any underground installation within the EASEMENT.

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8. That the GRANTOR shall submit plans for all surface grade alterations of equal to or greater than 1 foot within the limits of said EASEMENT. Said alterations shall be made only with the approval of the Commissioner of Public Works of the City.

9. That the GRANTOR shall be responsible for adjusting the elevations of all sewer appurtenances (meaning only manhole frames, catch basin frames, venting structures and related structures necessary for the operation of the sewers which are constructed at or above the surface elevation) necessitated by alteration of surface elevations within the EASEMENT. Said adjustments shall be required to provide free access to all sewer appurtenances and shall be made only with the approval of the Commissioner of Public Works of the City.

