

Water Easement
W.E. 906

GRANT AND MODIFICATION
OF EASEMENT

*Lincoln Park Shores Annex, Block 4
From North 24th Street and West Lawn Avenue
To 200' W/O North 24th Street and Vacated West Rohr
Avenue*

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 St. Michael Hospital of Franciscan Sisters of Milwaukee, Inc.,

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, an 8" water main as shown on attached plan, file no. WE906.

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 Northwest One-quarter (NW ¼) of Section Thirty-one (31), Township Eight (8) 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 northeast corner of Lot 10, Block 4, LINCOLN PARK SHORES ANNEX, said point also being the southwest corner of the intersection of West Lawn Avenue and North 24th Street; thence North 89° 55' 30" West, 205.00 feet, along the south line of West Lawn Avenue, to a point; thence South 245.00 feet to a point, said point being on the north line of Water Easement W.E. 521; thence South 89° 55' 30" East, 20.00 feet, along the north line of said W.E. 521, to a point; thence North 235.00 feet to a point; thence South 89° 55' 30" East, 185.00 feet to a

point, said point being on the west line of North 24th Street; thence North 10.00 feet, along the west line of North 24th Street, to the point of beginning of the Easement Area.

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UPON CONDITION

1. *That said Facilities shall be maintained and kept in good order and condition by the City.*
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 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 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 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 Area by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed.*
4. *That, in connection with the construction by the Grantor of any structure or building abutting said Easement Area the Grantor will assume all liability for any damage to the Facilities within such Easement Area. 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 Grantor, arising out of the construction by the Grantor of any structure or building abutting said Easement Area, 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 Easement Area. 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 1985 and subsequent amendments thereto shall apply to all water services which are within the Easement Area and also within the limits of any adjoining recorded 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 Area 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 accessible for maintenance at all times. The Grantor shall submit plans for approval to the City for any underground installation within the Easement Area.*
8. *That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the Easement Area. 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 Easement Area becomes 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.*
10. *In partial consideration of the grant of easement hereinabove made, City does hereby relinquish, vacate and extinguish a portion of the easement rights received by City from Grantor under that certain indenture between Grantor and City, recorded in the Milwaukee County Register of Deeds on June 8, 1981, at Reel 1380, at Images 787-792, as Document No. 5480093 (Water Easement W.E. 521). The portion of easement rights vacated by City under said W.E. 521 are limited to the most easterly 185 feet thereof. City's easement rights in the most westerly 325 feet as conveyed under W.E. 521 are ratified and confirmed.*

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

ON THIS DATE OF: _____

By: St. Michael Hospital of Franciscan Sisters of Milwaukee, Inc. "Grantor"
COMPANY NAME

In presence of:

_____ by _____
WITNESS R. Bruce James, President

STATE OF WISCONSIN)
S.S.
COUNTY OF MILWAUKEE)

Before me personally appeared on this _____ day
of _____, A.D. 2003, R. Bruce James, as President of St. Michael Hospital of Franciscan Sisters of
Milwaukee, Inc.,

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

NOTARY PUBLIC

My commission expires _____

This instrument was drafted by the City of Milwaukee.

Approved as to contents

Date:

.....
SUPERINTENDENT OF MILWAUKEE WATER WORKS

Approved as to form only

Date:

.....
ASSISTANT CITY ATTORNEY

Approved as to execution

Date:

.....
ASSISTANT CITY ATTORNEY