

Sewer Easement  
SE-2816

Document Number

Please return Document to:

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

A sewer easement approximately  
30 feet in width located in  
Menomonee River Parkway and  
Menomonee River Park at West  
Townsend Avenue Extended

Recording Area

2959998000

Tax Key Number

EASEMENT

THIS INDENTURE, Made by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and MILWAUKEE COUNTY, a municipal body corporate, owner, (including heirs, personal representatives, successors or assigns, of above owners, as may be or may become applicable) hereinafter called "Grantor".

WITNESSETH

That, WHEREAS, The City desires to acquire a permanent EASEMENT as shown on the attached Exhibit "A", File Number 198-6-78, 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 a 72" storm sewer and related appurtances in Menomonee River Park;

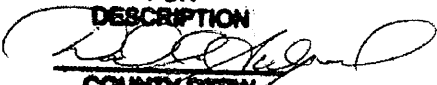
That the County, its successors and assigns, in consideration of the sum of Five Thousand Dollars (\$5000.00) and other good and valuable consideration, does hereby grant unto the CITY, and its successors and assigns, the said permanent easement as shown in the said exhibit.

NOW, THEREFORE, in consideration of the grant of the EASEMENT for aforementioned FACILITIES hereinafter described and the payment of Five Thousand Dollars (\$5000.00) and other valuable consideration 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 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 a 30 foot wide strip of land centered on the centerline of the Storm sewer located in Menomonee River Parkway and Menomonee River Park in the Southwest ¼ (SW ¼) of Section 8, Township 7 North, Range 21 East, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:

Commencing at the northeasterly corner of Southwest ¼ (SW ¼) of Section 8,  
Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee,  
State of Wisconsin;  
Thence South 0° 48' 00" West 696.80 feet to a point;  
Thence North 88° 32' 00" West 517.59 feet to the point of beginning of the lands to  
be described;

Thence South 63° 02' 51" West 167.86 feet to a point;  
Thence North 26° 57' 09" West 30.00 feet to a point;  
Thence North 63° 02' 51" East 179.25 feet to a point;  
Thence continuing southerly 32.09 feet, along the arc of a curve whose center lies  
to the southwest, whose radius is 1364.58 feet and whose chord bears South 06° 09'  
32" East 32.09 feet, said line also being the easterly line of North Menomonee River  
Parkway, to the point of beginning;

The above described permanent EASEMENT is part of Tax Key Number 295-9998-000 and is  
shown on the drawing attached hereto as Exhibit "A".

APPROVED  
FOR  
DESCRIPTION  
  
COUNTY DTPW 6/22/10

### UPON CONDITION

1. That after entry for construction and maintenance, the land and surface improvements will be replaced in substantially the same prior condition at the expense of the City.
2. Each Party hereby expressly agrees to defend, hold harmless and indemnify the other Party from and against any and all claims, actions, liabilities, damages, expenses and judgments, including but not limited to, reasonable attorneys fees, reasonable investigative and discovery costs, court costs, and all other sums on account of any injury to any persons, loss of life or damage to property occurring on the Easement Areas and on the ways immediately adjoining the Easement Areas caused by the active or passive negligence or willful misconduct of such Party, its employees, agents or servants; provided that no Party shall be required to indemnify any other Party against any injury to persons, to the extent it is caused by the active or passive negligence or willful misconduct of that Party, its agents, servants or employees.
3. That prior to construction, plans showing the location and construction requirements shall be submitted to the Director of Parks, Recreation and Culture of Milwaukee County for review and approval.
4. The City shall provide written notice to the Director of the Milwaukee County Department of Parks Recreation and Culture prior to the commencement of any work within the easement area by the CITY. Said notice shall indicate the anticipated start date and duration of the proposed work and include; plans showing the location, depth, type of installation, trees and shrubs within line or easement, drawings and specifications detailing construction methodology, the erosion and sedimentation control plan and the preservation and restoration methods to be employed. These shall be reviewed and approved by the COUNTY prior to commencing any construction activities. Said approval shall not be unreasonably withheld and the review will be made in a timely fashion at no charge to the City.
5. That upon non-compliance with the provisions herein, this easement shall become null and void.
6. That violation of the above conditions during periods of emergency shall not result in cancellation or penalty. The Director of Parks, Recreation and Culture of Milwaukee County shall determine what constitutes an emergency.
7. That no additional charges will be made against said lands for the cost of construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation of said FACILITIES in the aforescribed property, City thereby also waiving the Stormwater Management fees for as long as the property is a Milwaukee County Park facility. However, sewer maintenance, user fees or other sewer fees in effect for all City of Milwaukee serviced properties, that appear as charges to Grantor's herein described property, shall be paid.
8. The COUNTY reserves to itself, its successors and assigns the right to make use of the land included in the above-mentioned legal description and to erect buildings or other structures thereon, as will not injure or disturb said storm sewer or its appurtenances, provided, however that plans for said improvements shall be reviewed and approved by the CITY. Said approval shall not be unreasonably withheld and the review will be made in a timely fashion at no charge to the COUNTY.
9. The facilities shall be accessible for maintenance at all times. The County shall submit plans for approval to the City for any underground installation within the easement.

10. That the County shall be responsible for adjusting the elevations of all sewer appurtenances necessitated by alteration of surface elevations within the aforescribed property. 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.
11. It is further understood and agreed that the COUNTY may construct in, upon or along said easement such improvements (the Improvements) relating to vehicular traffic (including but not limited to driveways, roadways and parking areas) as COUNTY may deem appropriate provided such improvements do not damage the sewer and appurtenances thereto installed by the CITY.
12. That no structures may be placed within the limits of the easement by the County 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 making any necessary repairs, reconstruction, or enlargement of the facilities in the easement.
13. The CITY shall secure and pay for all permits required by any governing body or agency, including but not limited to, the Milwaukee County Department of Parks, Recreation and Culture before any construction, repair or maintenance work commences. All construction, operation and repairs of the facilities installed within this easement shall be completed at no expense to the COUNTY.
14. That in and during whatever construction, operation, maintenance, inspection, repair, enlargement, reconstruction or re-location 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 resurfacing which were required to be removed in the course of doing the above work. However, the City shall save the County harmless from 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.
15. This easement shall terminate upon the abandonment or non-use of the storm sewer herein authorized to be constructed under and along said easement. Prior to abandonment or upon non-use, the storm sewer and related structures shall be removed or abandoned and the site restored, at the discretion of and to the satisfaction of the County.
16. This easement has been reviewed by the Milwaukee County Department of Public Works utilizing available data, but in no way can the COUNTY assure complete accuracy. The CITY shall deal with all applicable municipalities for other pertinent easements and with Diggers Hotline. Punitive damages will be charged, if easements are not strictly adhered to, for additional personal charges and subsequent property damages.

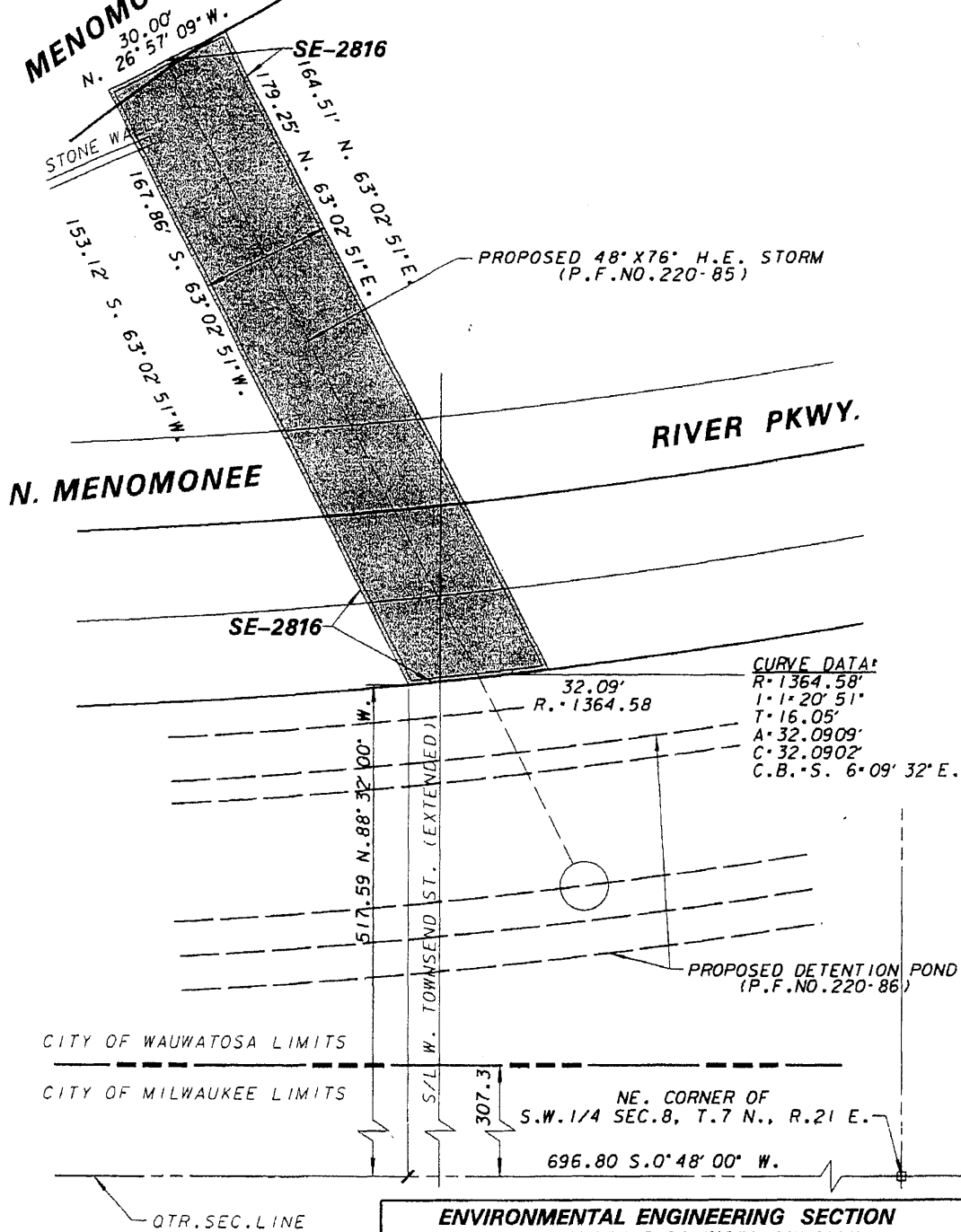
ON THIS DATE OF:

Joseph Czarnecki, County Clerk

9/23/10  
Date

# EXHIBIT "A"

**MENOMONEE RIVER**



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

### PLAN OF SEWER EASEMENT

AREA IN S.W. 1/4 SEC. 8, T. 7 N., R. 21 E.

W. TOWNSEND STREET (EXTENDED) FROM  
N. MENOMONEE RIVER PKWY TO MENOMONEE RIVER

SCALE 1" = 30' ATLAS PAGE NO. 295 EASE NO. SE 2816

DRAWN BY J.A. WISE CH'D. BY A. MUNOZ W.O. NO.

APPROVED *Timothy J. Ihlen* DATE 6/21/10

APPROVED *[Signature]* FILE NO. 198-6-78