

**Sewer Easement
SE-2822**

Document Number

Please return Document to:

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

Irregularly shaped Easement in
the block bounded by North 20th
Street, North 21st Street, West
Brown Street and West Garfield
Avenue

Recording Area

350-2901-122

Parcel ID Number

EASEMENT

THIS INDENTURE, Made by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter referred to as "GRANTEE", and the CITY OF MILWAUKEE, owner (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 GRANTEE desires to acquire a permanent EASEMENT, indicated as SE-2822 attached Exhibit "A", File Number 198-6-86, 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, in said property, namely a 66-inch diameter combined sewer, hereinafter called "FACILITIES."

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 GRANTEE 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 the following described property in that part of the Northwest ¼ of Section 19, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Beginning at the Northeast corner of Lot 16 in Block 229 of the Continuation of Brown's Addition, a recorded subdivision in said Northwest $\frac{1}{4}$ Section;
Thence South $89^{\circ} 12' 09''$ West 60.53 feet to a point;
Thence North $54^{\circ} 29' 18''$ West 12.67 feet to a point;
Thence North $89^{\circ} 12' 09''$ East 60.53 feet to a point;
Thence South $54^{\circ} 29' 18''$ East 12.67 feet to the point of beginning.

The above described permanent EASEMENT is a part of Tax Key Number 350-2901-122.

UPON CONDITION:

1. That said FACILITIES shall be maintained and kept in good order and condition by the GRANTEE.
2. That no structures may be constructed within the limits of the EASEMENT by the GRANTOR excepting improvements such as lawns, concrete walks, roadways, driveways and parking lot surfacing. The GRANTEE 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.
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 GRANTEE, be replaced in substantially the same condition as it was prior to such disturbance: except that the GRANTEE 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 GRANTEE shall save the GRANTOR harmless from any loss, damage, injury or liability resulting from negligence on the part of the GRANTEE 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 GRANTEE is entitled to raise.
4. That, in connection with the construction by the GRANTOR of any structure or building adjacent to said EASEMENT, 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 GRANTEE clear and harmless from any claims for personal injuries or property damage caused by any negligence of the GRANTOR or person other than the GRANTEE, arising out of the construction by the GRANTOR of any structure or building adjacent to said EASEMENT, and shall reimburse the GRANTEE for the full amount of such loss or damage.
5. 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. Excepting that 1) 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 paid, and 2) The 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.
6. That the 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.
7. That the GRANTOR shall submit plans for all surface grade alterations which would raise or lower the surface elevation by 1 foot or more within the limits of said EASEMENT. Said alterations shall be made only with the approval of the Commissioner of Public Works of the City.
8. That the GRANTOR shall be responsible for adjusting the elevations of all 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.

STATE OF WISCONSIN)

) SS

MILWAUKEE COUNTY)

Personally came before me this _____ day of _____ A.D., 20____, _____ W. Martin Morics, Comptroller of the City of Milwaukee, to me known to be the person who executed the foregoing instrument and to me known to be such Comptroller of the City of Milwaukee and acknowledged that he executed the foregoing instrument as such officer as the deed of the City of Milwaukee, by its authority, and pursuant to Resolution File Number _____ adopted by its Common Council on _____.

Notary Public, State of Wisconsin

My Commission Expires

This instrument was drafted by the City of Milwaukee.

~~Approved as to contents~~

CITY ENGINEER Jeffrey S. Polenske, P.E.

Date _____

Date 10/20/10

Approved as to form and execution

ASSISTANT CITY ATTORNEY, Gregg C. Hagopian

Date _____

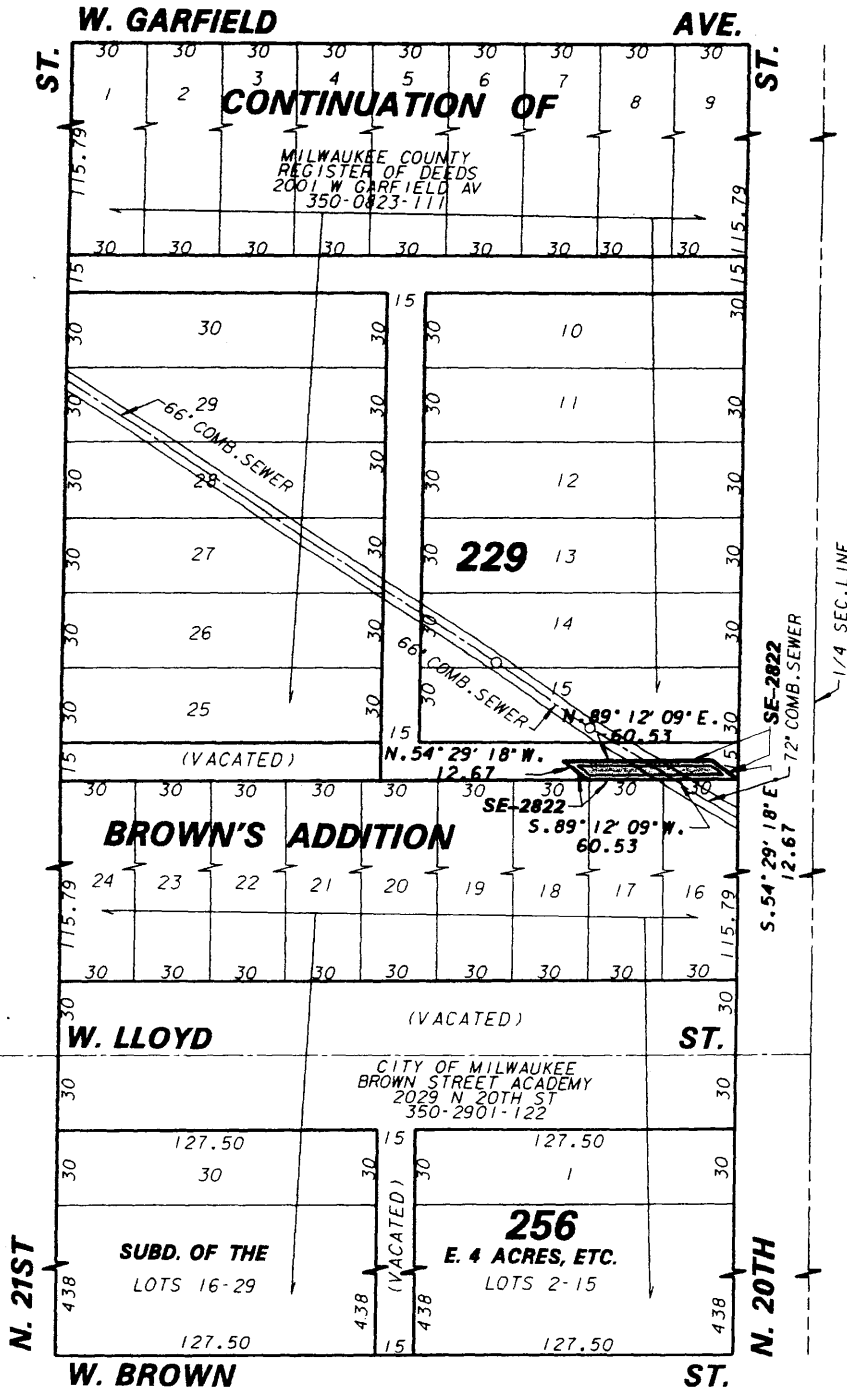


EXHIBIT "A"

ENVIRONMENTAL ENGINEERING SECTION			
INFRASTRUCTURE SERVICES DIVISION			
DEPARTMENT OF PUBLIC WORKS			
MILWAUKEE, WISCONSIN			
PLAN OF SEWER EASEMENT			
AREA IN N.W. 1/4 SEC. 19, T.7 N., R.22 E.			
VACATED ALLEY BETWEEN N. 20TH ST. & N. 21ST ST.			
& W. BROWN ST. & W. GARFIELD AVE.			
SCALE 1" = 80'	ATLAS PAGE NO.	EASE NO.	SE-2822
DRAWN BY M. SAIFULLAH		CHTD. BY RYAN	W.O. NO. WK52337288
APPROVED <i>[Signature]</i>		DATE	10-08-2010
APPROVED <i>[Signature]</i>		FILE NO.	198-6-86