

**Sewer Easement
SE-2797D**

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 located in an
area east of North Cassie
Avenue and north of West Good
Hope Road.

Recording Area

112-0004-000-9
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 River Highlands Partners, LLC, owner (including heirs, personal representatives, successors or assigns, of above owner, as may be or may become applicable), hereinafter called "Grantor".

WITNESSETH

THAT, WHEREAS, The City desires to acquire a permanent EASEMENT, over the area identified as "Easement Area" as shown on the attached Exhibit "A", Plan File Number 198-6-55, 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", namely sewers located in the Easement Area; and

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 EASEMENT for aforementioned FACILITIES with the right of entry in and across the Easement Area 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 Easement Area which is located in that

part of the Southwest $\frac{1}{4}$ (SW $\frac{1}{4}$) of Section 18, Township 8 North, Range 21 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:

Commencing at the southwest corner of Outlot 2, in Block 1 of River Highlands, a recorded subdivision in said Southwest $\frac{1}{4}$ Section, said point being the point of beginning of the land to be described;

Thence northwesterly 2.86 feet along the east line of North Cassie Avenue, the west line of said Outlot 2 and the arc of a curve whose center line lies to the west, whose radius is 280.00 feet and whose chord bears North $08^{\circ}31'46''$ West a distance of 2.86 feet to a point;

Thence North $08^{\circ}49'21''$ West along the west line of Outlot 2, a distance of 33.84 feet to a point being the northwest corner of said Outlot 2;

Thence North $81^{\circ}10'39''$ East along the north line of said Outlot 2, a distance of 100.18 feet to a point being the northeast corner of said Outlot 2;

Thence South $08^{\circ}45'47''$ East along the east line of said Outlot 2, a distance of 46.65 feet to a point;

Thence South $86^{\circ}50'55''$ West along the south line of said Outlot 2, a distance of 100.64 feet to a point on the east line of North Cassie Avenue, such point being the southwest corner of said Outlot 2, said point also being the point of beginning.

The above described permanent EASEMENT effects the Easement Area which is a part of Tax Key Number 112-0004-000-9.

UPON CONDITIONS

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 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 Easement Area 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, and parking lot surfacing, which were required to be removed in the course of doing the above work. However, the City shall save the Grantor harmless from any loss, damage, injury or liability resulting from negligence or intentional acts 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 by the Grantor of any structure or building abutting 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 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 structure or building abutting the said EASEMENT, and shall reimburse the City 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 Easement Area. 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 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.

IN WITNESS WHEREOF the GRANTOR has hereunto set its hands and seals

ON THIS DATE OF October 15, 2010

RIVER HIGHLANDS PARTNERS, LLC

By:

Signature

Print Name

Title

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Before me personally appeared on this 15th day of October, 2010, the above named Douglas J. Weas, as manager of River Highlands Partners, LLC, to me known to be the person who executed the foregoing EASEMENT and acknowledged the same.



NOTARY PUBLIC, State of Wisconsin

My Commission Expires

This instrument was drafted by the City of Milwaukee.

Approved as to contents

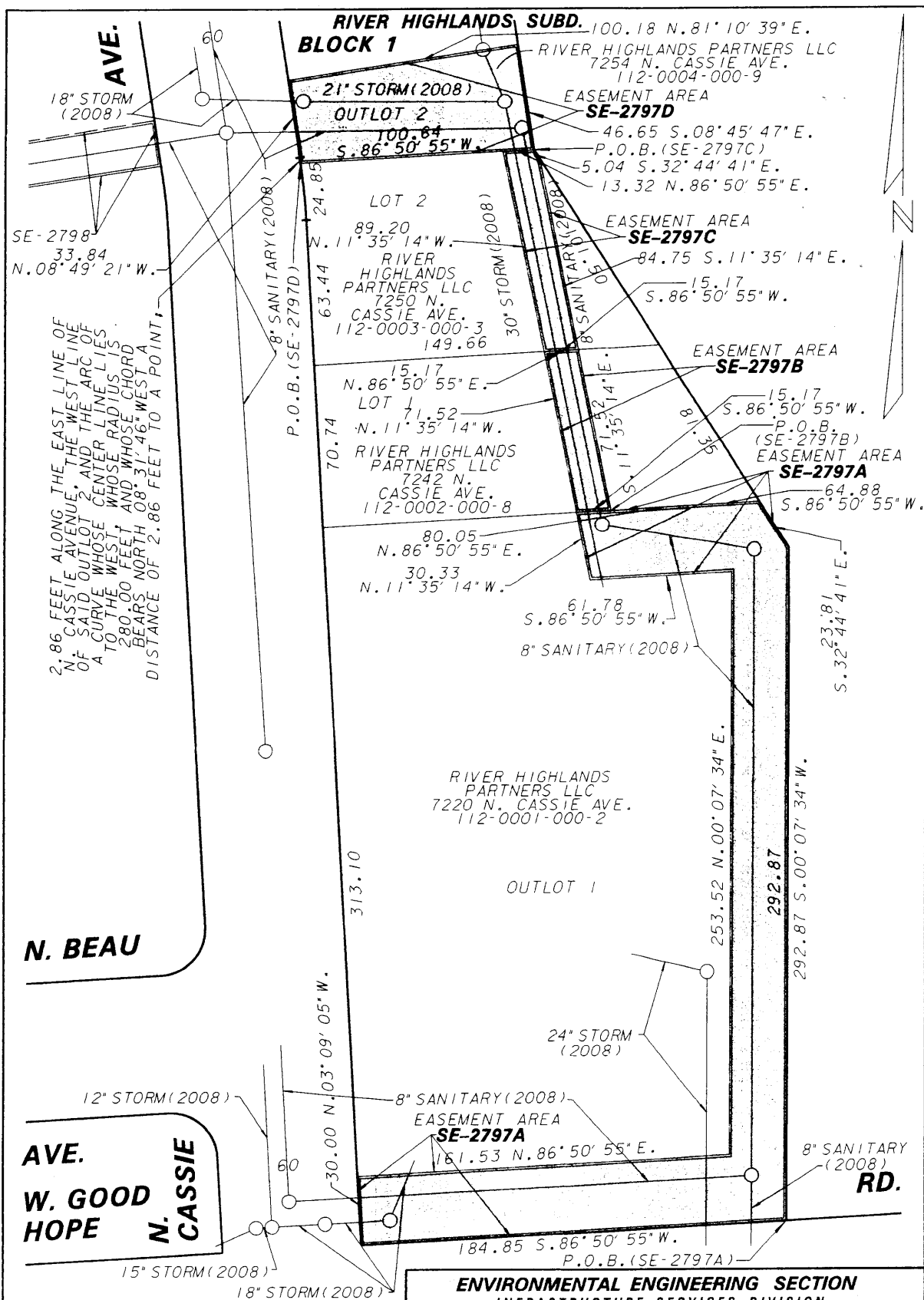
CITY ENGINEER, Jeffrey S. Polenske, P.E.

Approved as to form and execution

ASSISTANT CITY ATTORNEY, Gregg C. Hagopian

10/11/10
Date

Date



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

PLAN OF SEWER EASEMENT

AREA IN **S.W.1/4 SEC.18, T.8 N., R.21 E.**

ATLAS PAGE NO. 112	EASE. NO. SE 2797A,B,C,D
DRAWN BY JAWISE	CH'KD. BY BH
APPROVED <i>Martin Ceguna</i>	DATE 8/16/10
APPROVED <i>Jeffrey S. Polinski</i>	FILE NO. 198-6-55

EXHIBIT "A"