

Sewer Easement  
SE-2397

Document Number

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

A 15-ft wide easement located  
approximately 183 ft east of  
South Adams Avenue and  
approximately 300 ft south of  
East Plainfield Avenue.

Recording Area

Tax key number 581-0355-000

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, a municipal corporation of the State of Wisconsin, (including, representatives, successors or assigns, as may be or may become applicable) hereinafter called “Grantor” .

WITNESSETH

That, WHEREAS, The Grantee desires to acquire a permanent EASEMENT as shown on attached plan, File Number 151-2-78, 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 all other related appurtenances, hereinafter called “FACILITIES”, in said property, namely the storm sewer and manhole.

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 Southeast ¼ (SE¼) of the Northwest ¼ of Section 21, Township 6 North, Range 22 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:

Commencing at the northeast corner of Lot 22 of Block 7, Assessment Subdivision No. 91, a recorded subdivision in said Northwest  $\frac{1}{4}$  (NW  $\frac{1}{4}$ ) Section, said point also lying on the northerly line of said lot;

Thence, West along the northerly line of said lot 106.6 feet to the point of beginning of the sewer easement to be described, said point also being the most southeasterly corner of the City of Milwaukee Sewer Easement Number SE-2087C;

Thence South  $9^{\circ}24'00''$  West 16.24 feet to a point;

Thence North  $80^{\circ}36'00''$  West 15.00 feet to a point;

Thence North  $9^{\circ}24'00''$  East 13.76 feet to a point on the northerly line of said lot;

Thence East 15.20 feet along said northerly line to the point of beginning, said line also being the southerly line of the City of Milwaukee Sewer Easement Number SE-2087C.

The above described permanent EASEMENT is part of Tax Key Numbers 581-0355-000, and is shown on the drawing attached hereto as Attachment A.

## 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 placed within the limits of the EASEMENT by the Grantor excepting that improvements such as lawns, concrete walks, roadways, driveways, fencing and parking lot surfacing may be constructed, and that the Grantee will replace such damaged or removed lawns, concrete walks, roadways, driveways, fencing 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 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 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 cost, 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; providing 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 abutting or adjacent to said EASEMENT limits, the Grantor will assume all liability for any damage to the FACILITIES within the above described EASEMENT area. 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 persons other than the Grantee arising out of the construction by the Grantor of any structure or building abutting or adjacent to said property, 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 within the limits of the EASEMENT. Excepting that 1) When the Grantor makes application for a permit to connect to said FACILITIES in the 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 of Milwaukee for any underground installations within the easement.

7. That the Grantor shall submit plans for all surface grade alterations which would raise or lower the surface elevation by one foot or more. 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 and shall pay all expenses for adjusting the elevations of all sewer appurtenances necessitated by alteration of surface elevations within the EASEMENT limits. Said adjustments shall be made as required to provide free access to all

sewer and sewer appurtenances, and shall be made only with the approval of the Commissioner of Public Works of the City of Milwaukee.

ON THIS DATE OF: \_\_\_\_\_

Name and Title

Signature

Date \_\_\_\_\_