

Bureau of Engineers
Sewer Engineering Division
October 21, 1986
RE:ps

Easements of various widths in Vacated
North 3rd Street from a point 50 feet
more or less north of West Burleigh
Street to West Auer Avenue

SE-2433A, Parcels 1, 2 & 3
WE-621A, Parcels 1, 2 & 3

E A S E M E N T

THIS INDENTURE, Made by and between the City of Milwaukee, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and the Redevelopment Authority of the City of Milwaukee, a body politic and corporate, organized and existing under the laws of the State of Wisconsin, 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 as shown on attached plan, File Number 151-1-88 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 sewers and an 8" diameter water main.

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 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 one-quarter (S.E. 1/4) of Section eight (8), Township seven (7) North, Range twenty-two (22) East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:

SE-2433A, Parcel 1 and WE-621A, Parcel 1

The westerly twenty-eight and zero hundredths (28.00) feet of the easterly one hundred eighty-nine and twenty-nine hundredths (189.29) feet of Parcel 1 of Certified Survey Map Number 4798, a recorded Certified Survey Map in said Southeast one-quarter (S.E. 1/4) Section, lying between the northerly and southerly limits of said Parcel 1.

The above described permanent easement is a part of Tax Key Number 282-2811. (This key number will take effect on January 1, 1987 - in the interim Tax Key Numbers 282-1510-100 and 282-1623-100 comprise this property).

SE-2433A, Parcel 2 and WE-621A, Parcel 2

The easterly eight and zero hundredths (8.00) feet of Parcel 2 of Certified Survey Map Number 4798, a recorded Certified Survey Map in said Southeast one-quarter (S.E. 1/4) Section, lying between the northerly and southerly limits of said Parcel 2.

The above described permanent easement is a part of Tax Key Number 282-2812. (This key number will take effect on January 1, 1987 - in the interim Tax Key Number 282-1623-100 comprises this property).

SE-2433A, Parcel 3 and WE-621A, Parcel 3

Beginning at the northwesterly corner of Parcel 3 of Certified Survey Map Number 4798, a recorded Certified Survey Map in said Southeast one-quarter (S.E. 1/4) Section; thence North eighty-nine degrees, twenty-seven minutes and

zero seconds (89° 27' 00") East, along the north line of said Parcel 3, twenty-six and twenty-three hundredths (26.23) feet to a point; thence south zero degrees, eight minutes and forty-five seconds (00° 08' 45") west, fifty-five and sixty-one hundredths (55.61) feet to a point on the southwesterly line of said Parcel 3; thence North twenty-five degrees, thirteen minutes and fifty-six seconds (25° 13' 56") west, along said southwesterly line of Parcel 3, sixty-one and twenty (61.20) hundredths feet to the point of beginning.

The above described permanent easement is a part of Tax Key Number 282-2813. (This key number will take effect on January 1, 1987 - in the interim Tax Key Number 282-1501 comprises this property).

UPON CONDITION:

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 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 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 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 therefor 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 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 afore-described property. Whenever the Grantor makes application for a permit to connect to said facilities in the aforedescribed easement, the regular and customary connection permit fee 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 1966 and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining 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 defined limits 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 owner shall submit plans for approval to the City for any underground installation within the easement.
8. The Grantor shall be responsible for adjusting the elevations of all sewer and water appurtenances necessitated by alteration of surface elevations within the aforedescribed property. Said adjustments shall be required to provide free access to all sewer and water appurtenances and shall be made only with the approval of the Commissioner of Public Works of the City of Milwaukee.
9. The Grantor is hereby allowed to construct a canopy over the 28' easement provided that there is a minimum of 14' vertical clearance and 14' width to allow access to vehicles for maintenance and construction purposes.

10. That, the canopy support columns shall be designed and placed at such locations as to impose no load upon the 42-inch diameter combined sewer and/or the 8" water main located within the easement limits.

11. That, the Grantor shall submit three (3) sets of plans for the canopy to the City Engineer for approval by the Commissioner of Public Works of the City of Milwaukee before construction begins.

