



**Ghassan Korban**  
Commissioner of Public Works  
**Preston D. Cole**  
Director of Operations  
**Jeffrey S. Polenske**  
City Engineer

**Department of Public Works**  
Infrastructure Services Division

July 31, 2012

Mr. Paul Kuglitsch  
Milwaukee County Parks Department  
9480 West Watertown Plank Road  
Wauwatosa, WI 53226

**Subject:** Sewer Easement SE-2823 located in a block  
bounded by North 20<sup>th</sup> Street, North 21<sup>st</sup> Street,  
West Brown Street and West Garfield Avenue

Dear Mr. Kuglitsch:

We are transmitting herewith the original Sewer Easement SE-2823, which requires execution by Milwaukee County. After the document has been executed, please return the original document to my office for further processing and recording.

We will send you a copy of the document after it has been recorded with the Milwaukee County Register of Deeds.

If you have any questions, please call Mr. Tim Thur at (414) 286-2463.

Very truly yours,

  
Jeffrey S. Polenske, P.E.  
City Engineer

TJT: sb

Enclosure

SB: 5-1

Kuglitsch, Transmittal Letter to County.SB.073012.5-1.doc



841 N. Broadway, Room 701, Milwaukee, Wisconsin 53202  
Phone (414) 286-2400, Fax (414) 286-5994, TDD (414) 286-2025

SEWER EASEMENT

Document Number

Document Title

**SEWER EASEMENT  
SE - 2823**

**Drafted by:**  
City of Milwaukee  
Department of Public Works

Recording Area Name and Return Address
City of Milwaukee Department of Public Works Infrastructure Services Division Environmental Engineering Section 841 North Broadway – Room 820 Milwaukee, WI 53202
350-0823-121



Parcel Identification Number (PIN)

**THIS SEWER EASEMENT** (the “**EASEMENT**”), made as of \_\_\_\_\_, 2012, is from Milwaukee County (“**Grantor**”), a municipal body corporate, to the CITY OF MILWAUKEE (“**City**”), a municipal corporation, and is for good and valuable consideration, the receipt and sufficiency of which are acknowledged.

- 1. Grantor Parcel; Easement Area.** Grantor owns property in the City of Milwaukee, Wisconsin, with an address of 2001 West Garfield Avenue, Milwaukee, WI 53205, and a tax key number of 350-0823-121 (the “**Parcel**”), and Grantor is willing to grant to City a permanent easement in and to a part of that Parcel - which part is herein called the “**Easement Area.**” The Easement Area is legally described on **EXHIBIT A** attached and is depicted on **EXHIBIT B** attached (Plan File No. 198-6-87).
- 2. Easement Grant.** Grantor grants to City, and City accepts, a permanent easement in and to the Easement Area, together with the right of ingress and egress to the Easement Area, so City may enter the Parcel to use the Easement Area. Within the Easement Area, City may construct, operate, maintain, inspect, repair, enlarge, reconstruct, replace, and relocate, as City deems necessary, one 60-inch and two 66-inch diameter combined sewers and related facilities and appurtenances (collectively, the “**Facilities**”).
- 3. City Facilities Maintenance.** City is responsible for maintaining the Facilities.

- 4. Easement Area Restriction.** No structures or improvements may be constructed within the Easement Area by Grantor except ordinary lawns, walkways, roadways, driveways and parking-lot surfacing (“**Permitted Improvements**”). If, in exercising City’s rights hereunder, City causes damage to, or removes, any Permitted Improvements, City shall replace or repair same, at City expense to substantially the same condition as existed previously. In no case shall the City be responsible for replacing aesthetic plantings.
- 5. Hold Harmless.** City will hold Grantor harmless from loss or injury resulting from City’s willful or negligent acts or omissions under this Easement. Grantor will hold City harmless from loss or injury resulting from Grantor’s willful or negligent acts or omissions under this Easement. If there is joint negligence or culpability on the part of City and Grantor, liability shall be borne by them, respectively, in proportion to their respective negligence or culpability. The foregoing provisions are subject to legal defenses available, respectively, to City and to Grantor.
- 6. Grantor Construction.** If Grantor constructs any structure, building, or improvement adjacent to the Easement Area, or any Permitted Improvement within the Easement Area, or if Grantor undertakes any other work within the Easement Area, Grantor assumes liability for any damage to the Facilities in the Easement Area.
- 7. Charge.** No charge will be made against the Parcel or Grantor for the cost of construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation of the Facilities in the Easement Area, except **(a)** when Grantor applies for a permit or approval to connect to the Facilities, the regular and customary connection permit fee in effect at the time of application shall be paid, and Grantor shall connect per City requirements, and **(b)** the sewer maintenance, user fees, and other sewer fees in effect for all City of Milwaukee serviced properties that are chargeable to or against real property or owners, shall be paid.
- 8. Access.** The Facilities and Easement Area shall be accessible to City at all times.
- 9. Prior Approval of Certain Work.** Prior to undertaking any work below surface within the Easement Area, and prior to any underground installation within the Easement Area, and prior to any surface-grade alteration within the Easement Area that would raise or lower the surface elevation by 1 foot or more, then, in any such event, Grantor shall first submit plans therefore to the City for approval by the City’s Commissioner of Public Works (“**DPW Commissioner**”), and any such work, installation or alteration, requires prior approval of the DPW Commissioner.
- 10. Recording; Miscellaneous.** This Easement **(a)** shall be recorded with the Milwaukee County Register of Deeds by City, **(b)** is governed by Wisconsin law, **(c)** may only be amended by written instrument signed by all parties, and **(d)** is binding on successors, assigns, and heirs. Grantor has full right and authority to enter, and grant, this Easement.
- 11. Public Right-of-Way.** If the Easement Area, or any part thereof, becomes public right-of-way, Grantor’s rights hereunder as to such shall terminate but the Easement shall not.

IN WITNESS WHEREOF, THE PARTIES HERETO caused this Easement to be executed by their authorized signatories as of the date first written above.

<p><b>CITY: CITY OF MILWAUKEE</b></p> <p>By: <u></u> Ghassan Korban, Commissioner Dept. of Public Works</p> <p><b>Countersigned:</b></p> <p>By: <u></u> Martin Matson, Comptroller <b>ID</b></p> <p><b>City Common Council Resolution File No.</b> _____, adopted on _____.</p> <p><b>CITY ATTORNEY APPROVAL/AUTHENTICATION</b></p> <p>_____, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the City representatives above per M.C.O. § 304-21, and also authenticates the signatures of those City representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).</p> <p>By: _____</p> <p>Name Printed: _____ Assistant City Attorney State Bar No. _____ Date: _____</p> <p>1047-2012-719:182700</p>	<p><b>GRANTOR:</b></p> <p><u>Chris Abele, County Executive</u></p> <p><u>Joseph Czarnecki, County Clerk</u></p> <p><b>GRANTOR NOTARY</b></p> <p>State of Wisconsin) )ss Milwaukee County)</p> <p>Before me personally appeared the following signatories, _____, to me known to be such person(s) who signed this document and acknowledged the same.</p> <p>Date: _____</p> <p>Notary Public Name Printed: _____ My commission expires: _____</p> <p>[Notarial seal]</p> <p>State of Wisconsin) )ss Milwaukee County)</p> <p>Before me personally appeared the following signatories, _____, to me known to be such person(s) who signed this document and acknowledged the same.</p> <p>Date: _____</p> <p>Notary Public Name Printed: _____ My commission expires: _____</p> <p>[Notarial seal]</p>
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## EXHIBIT A

### LEGAL DESCRIPTION OF "EASEMENT AREA"

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:

Commencing at the Northeast corner of Lot 16 in Block 229 of Continuation of Brown's Addition, a recorded subdivision said Northwest ¼ Section;  
Thence North 54° 29' 18" West 12.67 feet to the point of beginning of the land to be described;  
Thence South 89° 12' 09" West 60.53 feet to a point;  
Thence North 54° 29' 18" West 12.66 feet to a point;  
Thence North 89° 12' 09" East 60.53 feet to a point;  
Thence South 54° 29' 18" East 12.66 feet to the point of beginning.

Also,

Commencing at the southeast corner of Lot 25 in said Block 229;  
Thence North 00° 45' 27" West 13.76 feet to the point of beginning of the land to be described;  
Thence North 00° 45' 27" West 62.54 feet to a point;  
Thence North 35° 30' 42" East 25.36 feet to a point;  
Thence South 00° 45' 27" East 62.54 feet to a point;  
Thence South 35° 30' 42" West 25.36 feet to the point of beginning.

Also,

Commencing at the southeast corner of Lot 9 in said Block 229, said point also being the point of beginning of the land to be described;  
Thence South 00° 45' 49" East 15.00 feet to a point;  
Thence South 89° 11' 15" West 66.10 feet to a point;  
Thence North 35° 30' 42" East 18.61 feet to a point;  
Thence North 89° 11' 15" East 55.08 feet to the point of beginning.

The above described permanent EASEMENT is a part of Tax Key Number 350-08223-111.

N.W. 1/4 SEC. 19, T.7 N., R.22 E.

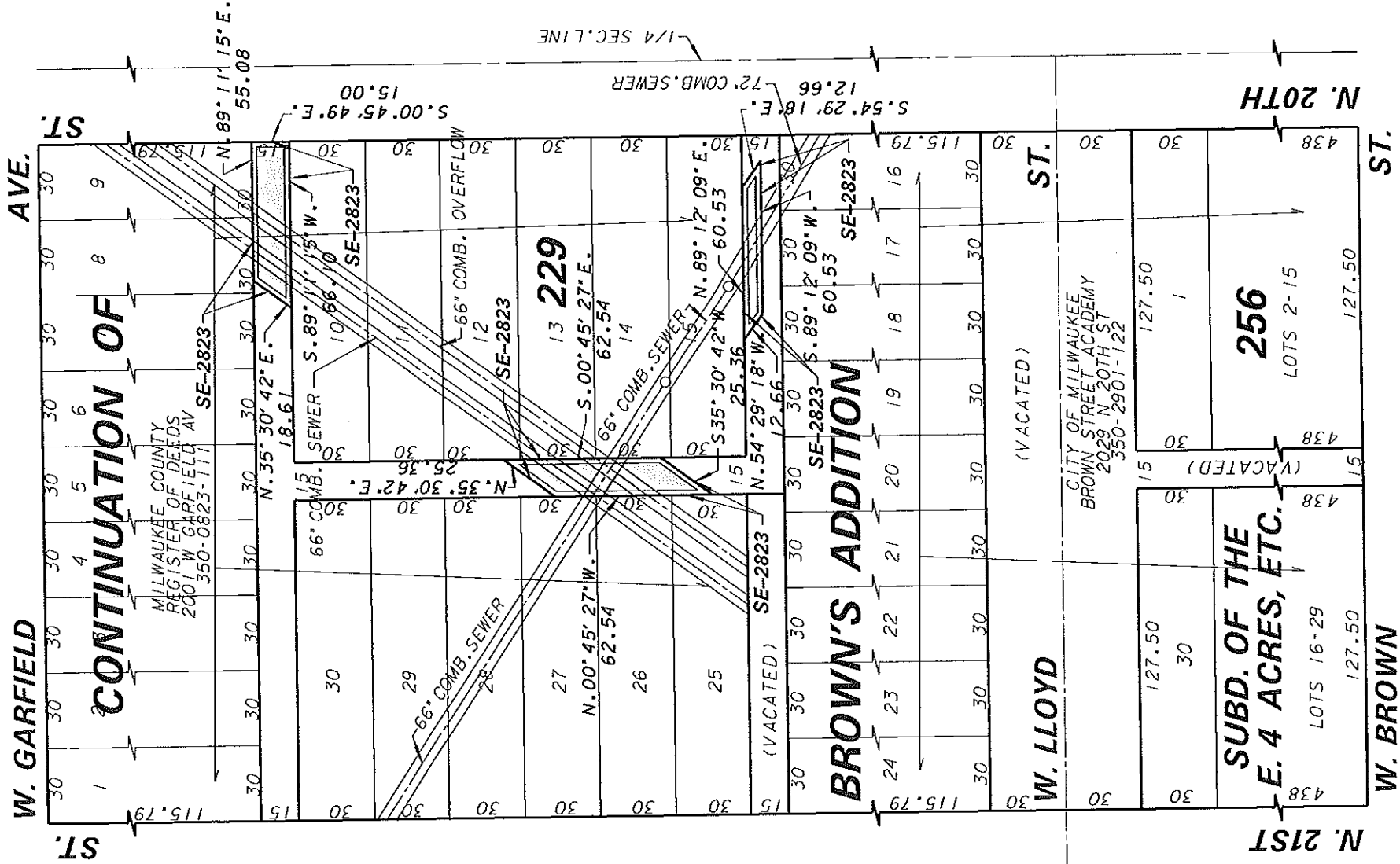


EXHIBIT "B"

<b>ENVIRONMENTAL ENGINEERING SECTION</b>			
INFRASTRUCTURE SERVICES DIVISION			
DEPARTMENT OF PUBLIC WORKS			
MILWAUKEE, WISCONSIN			
<b>PLAN OF SEWER EASEMENT</b>			
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"=	60'	ATLAS PAGE NO.	350 SE-2823
DRAWN BY	M.SAIFULLAH	CHKD. BY	S. BEKELE W.O. NO. WK52337288
APPROVED	<i>Timothy J. Thur</i>		DATE 7/30/2012
APPROVED	<i>[Signature]</i>		FILE NO. 198-6-87