

**PERMANENT STORM
SEWER EASEMENT**

This Agreement, made this _____ day of _____, 2012, by and between the **CITY OF GREENFIELD**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, with principal offices at 7325 West Forest Home Avenue, Greenfield, WI 53220, hereinafter called "**CITY**" and **MILWAUKEE COUNTY**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin with principal offices at the Milwaukee County Courthouse, 901 North 9th Street, Milwaukee, WI 53233, hereinafter called "**COUNTY**".

WHEREAS, **CITY** is desirous of the installation, construction, reconstruction, maintenance and repair of storm sewer appurtenances thereto, over, across, through, under and upon certain lands owned by **COUNTY**, located in the Root River Parkway, 2012 Tax Key No. 567-9988-001, as illustrated on attached Exhibit A.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the parties and the mutual benefits to be derived by the parties, **CITY** and **COUNTY** agree as follows:

Return to:

City of Greenfield
Jennifer J. Goergen
City Clerk
7325 W. Forest Home Ave
Greenfield, WI 53220

_____ 567-9988-001 _____

Tax Key No.

1. **COUNTY** hereby grants to **CITY** a Permanent Storm Sewer Easement for the installation, construction, reconstruction, maintenance and repair of storm sewer appurtenances thereto, over, across, through, under and upon the following described premises, to-wit:

Tax Key No.567-9988-001

A Permanent Storm Sewer Easement is hereby granted for that part of the Northwest 1/4 of Section 20, Town 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows (see attached Exhibit "A"):

Commencing at the Northwest corner of said 1/4 Section; thence South 00°18'58" East along the West line of said 1/4 Section, 706.40 feet to a point; thence North 89°41'02" East, 60.00 feet to a point on the East right-of-way line of South 108th Street (STH 100) and the point of beginning of lands to be described; thence North 00°18'58" West along said Easterly right-of-way line, 177.82 feet more or less to the centerline of the Root River; thence South 67°09'39" East along said centerline, 4.93 feet more or less to a point; thence South 34°49'12" East along said centerline, 42.33 feet more or less to a point; thence South 43°53'18" East along said centerline, 22.96 feet more or less to a point; thence South 70°44'05" East along said centerline, 25.51 feet more or less to a point; thence South 30°14'25" West 134.49 feet more or less to a point, said point being on the Easterly right-of-way line of South 108th Street (STH 100) and the point of beginning.

with the right, permission and authority to enter upon said lands to construct, erect, install, maintain and repair same and make necessary excavations and ditches for said purposes.

2. Said storm sewer facilities shall be maintained and kept in good order and condition by **CITY**.

3. That in and during whatever construction, reconstruction or repair work it is or becomes necessary in constructing and/or maintaining said facilities, so much of the surface or subsurface of the property as may be disturbed will, at the expense of **CITY**, be replaced in substantially the same condition as it was prior to such disturbances. **CITY** shall save harmless **COUNTY** from any loss, damage, injury or liability resulting from negligence on the part of **CITY** in connection with said work involved in constructing and/or maintaining of said facilities provided that if loss, damage, injury or liability results from 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 **CITY** is entitled to raise.

4. **COUNTY** agrees not to construct, install and/or erect structures, buildings, fences, pools, landscaping, etc. that would impede, restrict, prohibit and/or limit ingress and egress over, across, through and upon said easement.

5. That in connection with the construction by **COUNTY** of any structure or building abutting said permanent easement defined limits, **COUNTY** will assume all liability for any damage to the facilities in the above described easement. **COUNTY** will indemnify and hold **CITY** harmless from any claims for personal injuries or property damage caused by the **COUNTY** arising out of the construction by **COUNTY** of any structure or building abutting the said permanent utility easement defined limits.

6. **COUNTY**, by execution of this Easement Agreement, hereby consents to the assignment of this easement from the **CITY** to the Wisconsin Department of Transportation (WI DOT).

7. Both parties mutually agree that this easement and covenants herein shall run with the land.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 2012.

IN PRESENCE OF:

COUNTY:

Chris Abele, County Executive

Joseph J. Czarnecki, County Clerk

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 2012, the above named Chris Abele, County Executive and Joseph J. Czarnecki, County Clerk, to me known to be the persons who executed the foregoing instrument, and to me known to be such County Executive and County Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers of said municipal corporation, by its authority.

Notary Public, Milwaukee County, Wisconsin

Printed name

My Commission Expires: _____

Approved as to Form: _____

Milwaukee County Corporation Counsel

Reviewed by: _____

Milwaukee County Risk Management

IN PRESENCE OF:

CITY OF GREENFIELD:

Michael J. Neitzke, Mayor

Jennifer J. Goergen, City Clerk

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 2012 Michael J. Neitzke, Mayor and Jennifer J. Goergen, City Clerk, of the above named City of Greenfield, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation, by its authority.

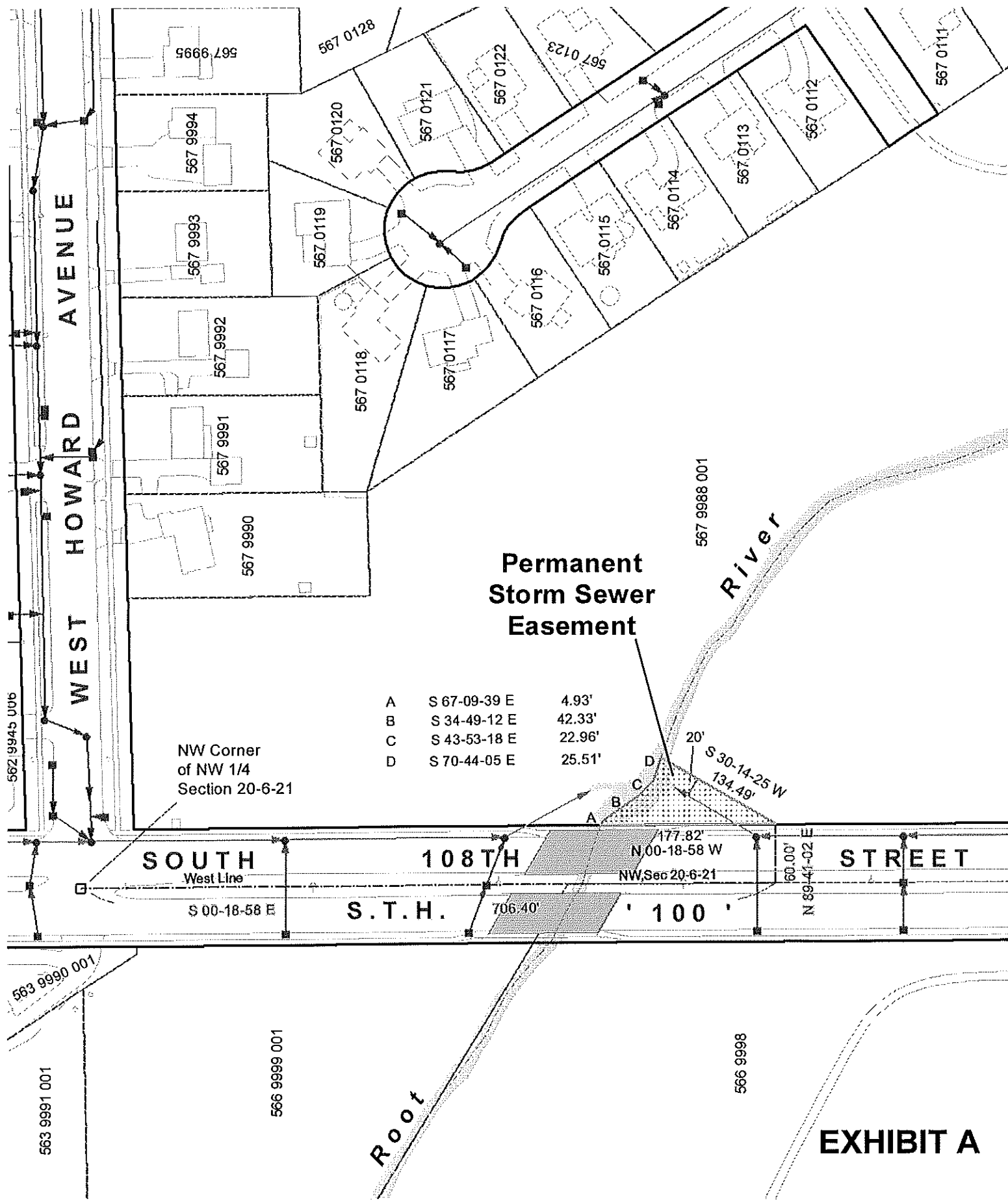
Notary Public, Milwaukee County, Wisconsin

Printed name

My Commission Expires: _____

Approved as to Form: _____
Roger Pyzyk, City Attorney

This Instrument was drafted by Jeffrey S. Tamblyn, City of Greenfield Engineering Division.



Permanent Storm Sewer Easement

A	S 67-09-39 E	4.93'
B	S 34-49-12 E	42.33'
C	S 43-53-18 E	22.96'
D	S 70-44-05 E	25.51'

NW Corner of NW 1/4 Section 20-6-21

SOUTH 108TH STREET

S 00-18-58 E

S.T.H.

706.40'

177.82'
N 00-18-58 W
NW, Sec 20-6-21

' 100 '

60.00'
N 89-41-02 E

20'
S 30-14-25 W
134.49'

River

Root

EXHIBIT A

562 9945 006

563 9991 001

566 9999 001

566 9998

567 9988 001

566 6795

567 9994

567 9993

567 9992

567 9991

567 9990

567 0128

567 0120

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567 0118

567 0121

567 0117

567 0116

567 0115

567 0114

567 0113

567 0112

567 0111

567 0123

567 0122

WEST HOWARD AVENUE

18



TAPLES D & FEED

AND PET SUPPLIES

Phone: GR 6-2747
W. National Avenue
MILWAUKEE 14, WISCONSIN

FENDEN'S HARDWARE

Flagstone 4-8757
Tentona Avenue
KEE 9, WISCONSIN
HOUSEWARES
CUTLERY
Rent-a-Tool Service

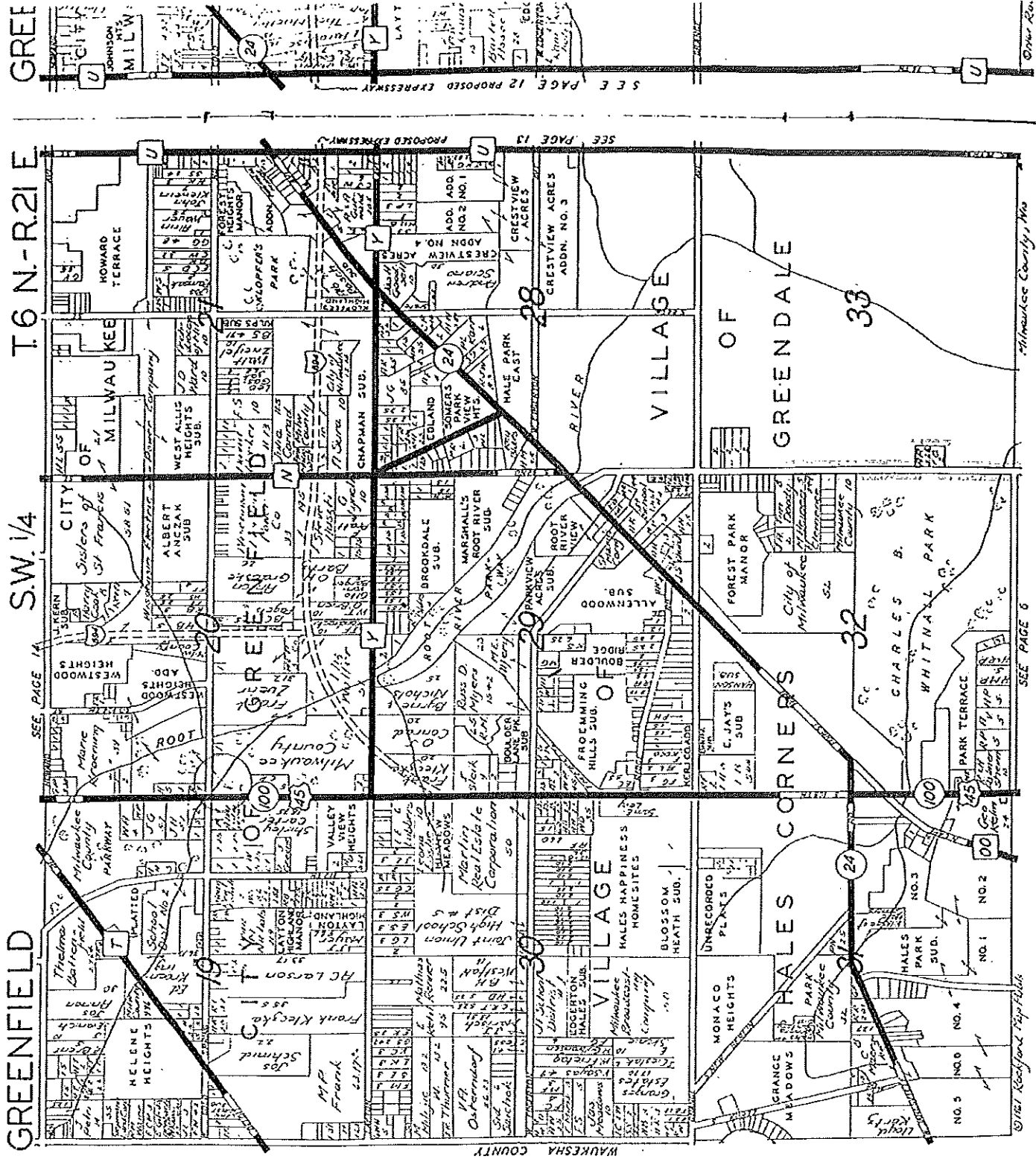
Insured Savings Account
Mount - Then Make It GROW
1. Saving - Plus 4% Earnings
2. Share on Your Savings
3. of F. S. & Co. C.
4. Insured Up To \$40,000.

Atosa Savings an Association

Bluemound 8-5880
State - Wauwatosa

Deer Hatchery Arden Center

ARDEN SUPPLIES
EQUIPMENT RENTAL
RIFLE SOFTNER SALT
BIRDS - POULTRY - GOSSINGS
if Poultry & Dairy Feed,
Equipment, Remedies
BECHTEL, Proprietor
FL 5-6540
BROWN DEER ROAD



WAUKESHA COUNTY

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SEE PAGE 6

Milwaukee County, Wis.

Over 200



One Henry Creek Corporate Center
 11000 E. 14th Street
 Suite 401
 Minneapolis, MN 55424-1472
 414.259.1500
 414.259.0037 fax
 www.graf-usa.com

CONSULTANTS

PROJECT TITLE
 CITY OF CRKENFIELD
 5TH 100
 DRAINAGE IMPROVEMENTS

ISSUE

DRAFT

PROJECT INFORMATION
 PROJECT NUMBER: 20110924.02
 DATE: 9/25/11
 DRAWN BY: FRC
 CHECKED BY: RHK
 APPROVED BY: TMF
 SCALE: 1"=20'

SHEET TITLE
 STORM SEWER
 PLAN AND PROFILE

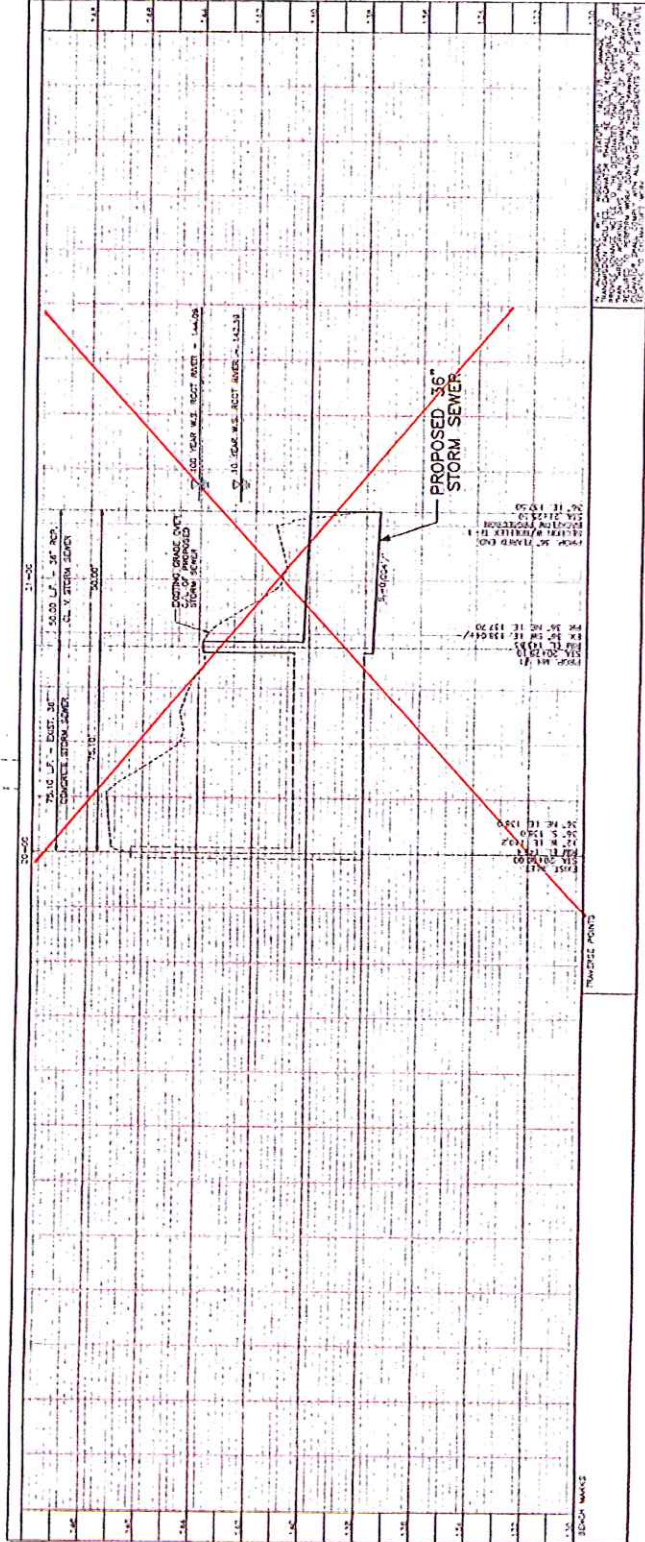
SHEET NUMBER:
 C101

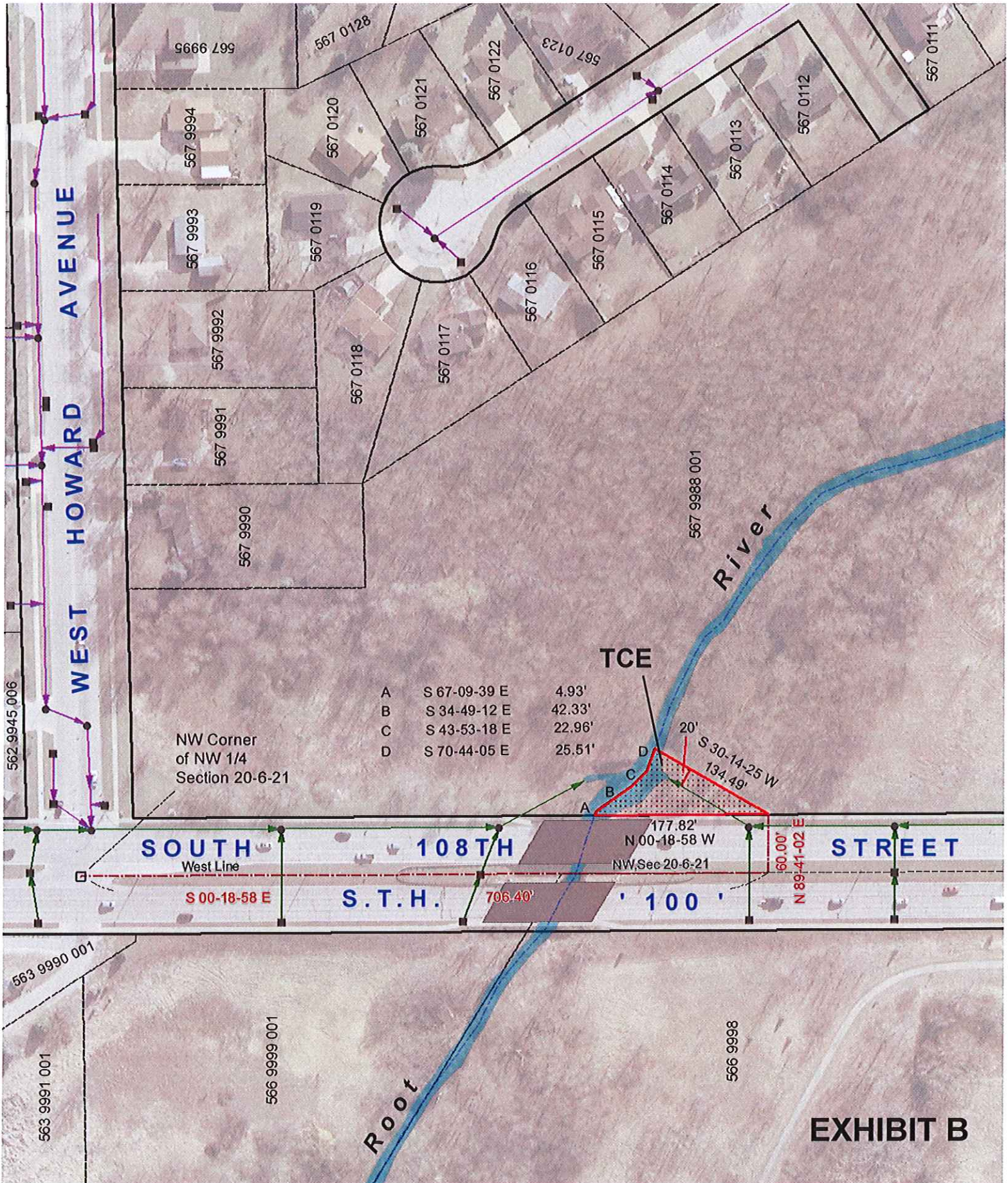


NOTE: ALL DIMENSIONS AND SPACING INFORMATION
 ARE TO BE PROVIDED BY THE SURVEY

REPLACE EXISTING
 SEPARATED PIPE SEWER
 WITH A
 12" DIA. 12' RATED DO
 STORM SEWER
 WITH A 12" DIA. 12' RATED DO
 STORM SEWER
 WITH A 12" DIA. 12' RATED DO
 STORM SEWER

REPLACE THE FIRST PIPE
 SEWER UPSTREAM
 OF THE FLARED
 EXISTING SECTION IF NECESSARY
 TO INSTALL BACKFLOW
 PREVENTER





A	S 67-09-39 E	4.93'
B	S 34-49-12 E	42.33'
C	S 43-53-18 E	22.96'
D	S 70-44-05 E	25.51'

NW Corner
of NW 1/4
Section 20-6-21

TCE

SOUTH 108TH

West Line

S 00-18-58 E

S.T.H.

706.40'

177.82'

N 00-18-58 W

NW, Sec 20-6-21

' 100 '

60.00'

N 89-41-02 E

20'

S 30-14-25 W

134.49'

River

Root

EXHIBIT B

562.9945.006

5666 795

567 0128

567 9994

567 0120

567 0121

567 0122

567 0123

567 0111

567 0112

567 0113

567 0114

567 0115

567 0116

567 0117

567 0118

567 0119

567 9992

567 9991

567 9990

567 9988 001

563 9990 001

563 9991 001

566 9999 001

566 9996