

## PERMANENT INFRASTRUCTURE EASEMENT

THIS EASEMENT, made by MILWAUKEE COUNTY, a municipal corporation GRANTOR, hereby conveys the below described PERMANENT INFRASTRUCTURE EASEMENT to the following GRANTEE, MILWAUKEE METROPOLITAN SEWERAGE DISTRICT, a state chartered municipal entity, for the sum of One Hundred and no/100s Dollars (\$100.00) and other good and valuable consideration, for the purpose of installation, construction, maintenance, repair, operation, removal, replacement, renewal and use of a permanent sewer facility and its structures and appurtenances, hereinafter referred to as facilities, upon, under, over, across and along certain lands as described in Exhibit A, and as shown in Exhibit B.

This Easement Grant is Subject To the Following Terms and “Special Conditions”:

1. The COUNTY reserves to itself, its successors and assigns all mineral rights and the right to make use of the land included in the above-mentioned legal description and to erect buildings or other structures thereon, as will not injure or disturb the facilities or related appurtenances, provided, however, that plans of said improvements shall be reviewed and approved by the MMSD. Said approval shall not be unreasonably withheld and the review will be made in a timely fashion at no charge to the COUNTY.
2. It is further understood and agreed that the COUNTY may construct in, upon or along said Easement such improvements (the “Improvements”) relating to vehicular traffic or public usage (including but not limited to driveways, roadways, parking areas, walkways, trails, signage and lighting) as the COUNTY may deem appropriate provided such improvements do not prevent accessibility to or damage the facilities and appurtenances thereto installed by the MMSD.
3. The MMSD shall provide written notice to the Milwaukee County Parks prior to the commencement of any work within the Easement Area by the MMSD. Said notice shall indicate the anticipated start date and duration of the proposed work and include; plans showing the location, depth, type of installation, trees and shrubs within line of Easement, drawings and specifications detailing construction methodology, the erosion and sedimentation control plan and the preservation and restoration methods to be employed. These shall be reviewed and approved by the COUNTY prior to the commencing any construction activities. Said approval shall not be unreasonably withheld and the review will be made in a timely fashion at no charge to the MMSD.
4. The MMSD shall secure and pay for all permits required by any governing body or agency, including but not limited to, the Milwaukee County Parks before any substantial construction, repair or maintenance work commences. All construction, operation and repairs of the facilities installed within this Easement shall be completed at no expense to the COUNTY.
5. No trees, shrubs or vegetation within or adjacent to the Easement Area shall be removed, trimmed or damaged without the written permission of the Milwaukee County Parks.

DRAFT

This space is reserved for recording data

**Return to:**  
Milwaukee Metropolitan Sewerage District  
Attn: Real Estate Department  
260 West Seeboth Street  
Milwaukee, Wisconsin, 53204-1446

**Parcel Identification Number/Tax Key Number:**  
**2758997002**

6. It is an express condition of the granting of this Easement that as much of the surface and subsurface of the soil and as much of the Improvements as may be disturbed or damaged in the construction, operation, use, maintenance and repair of the purpose for which this Easement is granted will, at the expense of the MMSD, be replaced or repaired to essentially the same condition, or better, as existed immediately prior to the occurrence of such damage, to the satisfaction of the Milwaukee County Parks.

7. Subject to Wis. Stat. 893.80, the COUNTY and MMSD hereby expressly agree to defend, hold harmless and indemnify each other from and against any and all claims, actions, liabilities, damages, expenses and judgments, including but not limited to, reasonable attorney fees, reasonable investigative and discovery costs, court costs, and all other sums on account of injury to any persons, loss of life or damage to property occurring on the Easement Areas and on the ways immediately adjoining the Easement Areas caused by the active or passive negligence or willful misconduct of such Party, its employees, agents or servants; provided that no Party shall be required to indemnify any other Party against any injury to persons, to the extent it is caused by active or passive negligence or willful misconduct of that Party, its agents, servants or employees.

8. This Easement shall terminate upon the abandonment or non-use of the facilities herein authorized to be constructed in, under, over, and along said Easement. Prior to abandonment or upon non-use, the facilities and related structures shall be abandoned in accordance with "Wisconsin State Standards for Facilities and Water Construction" and other applicable standards.

9. The MMSD shall comply with all state and local laws regarding location and protection of existing utilities. The MMSD shall contact Diggers Hotline, the Park Maintenance Division of the Milwaukee County of Parks, Recreation and Culture and all applicable municipalities prior to commencing any construction to verify all pertinent Easements and existing utility locations within the Easement boundaries.

10. The MMSD in consideration of the Easement granted to it through all the land previously described, hereby covenants and agrees with the COUNTY that it will construct and maintain said facilities in good order and condition and that in and during the construction of said facilities and thereafter in and about their operation, maintenance, repair or reconstruction will indemnify and save harmless the COUNTY, its successors and assigns, from all loss or injury to its property due to such constructions, operation, maintenance, repair and reconstruction, and that no special charge will be made against said land for the cost of such construction, operation, maintenance, repair and reconstruction.

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IN WITNESS WHEREOF, the authorized representatives of the above named parties have caused their hands and seals to be hereunto affixed.

COUNTY: MILWAUKEE COUNTY

(Signature)

DAVID CROWLEY, COUNTY EXECUTIVE

(Date)

(Signature)

JOSEPH CZARNEZKI, MILWAUKEE COUNTY CLERK

STATE OF WISCONSIN)

)SS.

MILWAUKEE COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above-named, David Crowley and Joseph Czarnezki of Milwaukee County, a municipal corporation, to me known to be the person who executed the foregoing instrument on behalf of said company and acknowledged the same.

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Print or Type Name, Notary Public,  
State of Wisconsin)

\_\_\_\_\_  
(Date Commission Expires)

The signatures on this document were authenticated by me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021. This Authentication shall constitute a certification as authorized by Wis. Stat. §706.06 that each of the above-named, David Crowley and Joseph Czarnezki of Milwaukee County, signed here above and all signatures on this instrument are the genuine signatures of the above –named persons represented.

AUTHENTICATION

\_\_\_\_\_  
(Signature, Attorney, State of Wisconsin)

\_\_\_\_\_  
(Authenticated on)

\_\_\_\_\_  
(Title: Member - STATE BAR OF WISCONSIN)

Approved as to form:

\_\_\_\_\_  
Milwaukee County Office of Corporation Counsel

IN WITNESS WHEREOF,

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT (GRANTEE)

(Signature)

KEVIN L. SHAFER, P.E. EXECUTIVE DIRECTOR

(Print Name and Title)

(Date)

State of Wisconsin )

) ss.

Milwaukee County )

On the above date, this instrument was acknowledged before me by the above named Executive Director of the Milwaukee Metropolitan Sewerage District, know to me to be such officer, and who acknowledged that he executed the forgoing instrument on its behalf for the purpose aforesaid and by his authority as such officer.

Approved as to form - MMSD Legal Dept

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

This document was drafted by Michael Hirsch, Milwaukee Metropolitan Sewerage district

## EXHIBIT A

### LEGAL DESCRIPTION

#### PERMANENT EASEMENT

A permanent easement located in Government Lot 2 in the Northeast  $\frac{1}{4}$  of Section 9, Township 7 North, Range 22 East, Village of Shorewood, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the East  $\frac{1}{4}$  Corner of said Section 9; thence South  $88^{\circ}50'25''$  West along the South line said Government Lot 2, 806.07 feet to the easterly line of the former Chicago and Northwestern Railway Company right of way; thence Northeasterly, 30.03 feet along said easterly line and the arc of a curve to the left whose radius is 1960.08 feet and whose chord bears North  $01^{\circ}21'41''$  East, 30.03 feet to the point of beginning; thence South  $88^{\circ}50'25''$  West, 100.07 feet to the westerly line of the former Chicago and Northwestern Railway Company right of way; thence Northeasterly, 7.98 feet along said westerly line and the arc of a curve to the left whose radius is 1860.08 feet and whose chord bears North  $00^{\circ}54'42''$  East, 7.98 feet; thence North  $44^{\circ}59'44''$  East, 1.49 feet; thence North  $88^{\circ}50'25''$  East, 99.02 feet to said easterly line of the former Chicago and Northwestern Railway Company right of way; thence Southwesterly, 9.01 feet along said easterly line and the arc of a curve to the right whose radius is 1960.08 feet and whose chord bears South  $00^{\circ}47'27''$  West, 9.01 feet to the point of beginning; containing 900 square feet (0.02 acres).

**EXHIBIT B**

**PLAT MAP**

**SEE ATTACHED**