

EASEMENT

Easement  
W.E. 797B  
S.E. 2613C

In N. Marshall Street (Vacated)  
Fr. E. Pier Street (Vacated)  
To E. Polk Street

THIS INDENTURE, Made by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Barbara B. Glass and Joan B. Roberts, as tenants in common,

owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

That, WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in said property; namely, a 12" water main in easement as shown on attached plan, file No. A-8-1.

7406496  
RECORD 22.00

NOW, THEREFORE, in consideration of the grant of the easement 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 and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of Vacated N. Marshall St. in the Northwest One-quarter (N.W. 1/4) of Section Thirty-three (33), Township Seven (7) North, Range Twenty-two (22) East in the City of Milwaukee, County of Milwaukee, Wisconsin which is bounded and described as follows:

SUBTOTAL 22.00  
TOTAL 22.00  
CHARGE 22.00  
#102056 0002 R04 T10#42

TO-WIT:

W.E. 797B S.E. 2613C

Parcel 1

The easterly 33 feet of Vacated N. Marshall Street as originally platted in SURVEY & SUBDIVISION OF LOTS 1 & 2, a recorded subdivision, from the centerline of Vacated E. Harbor Place to the centerline of Vacated E. Pier Street as originally platted in said recorded subdivision.

Parcel 2

The southerly 35 feet of Vacated E. Harbor Place as originally platted in SURVEY & SUBDIVISION OF LOTS 1 & 2, a recorded subdivision, from the southerly extension of the easterly Right of Way line of Vacated N. Marshall Street to the easterly line of said recorded subdivision.

7406496

REGISTER'S OFFICE }  
Milwaukee County, WI } SS  
RECORDED AT 10 35 AM

Part of Tax Roll Key No. 392-2192

AUG 13 1997  
REEL 4116 IMAGE 908 TO 913 INCL  
Walter R. Conroy REGISTER OF DEEDS

2202

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UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City.
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of 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 aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of 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 the City is entitled to raise.
3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed.
4. That, in connection with the construction by the Grantor of any structure or building abutting said easement defined limits, 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 Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, 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 maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge 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 1985 and subsequent amendments thereto shall apply to all water service 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 contract 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. That the Grantor shall submit plans for all surface grade alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the Commissioner of Public Works of the City of Milwaukee.
9. This easement shall take effect upon the vacation of N. Marshall St. by the Common Council of the City. In the event said vacation cannot be accomplished, this easement shall be void and of no effect.
10. That the Grantor shall be responsible for adjusting the elevations of all sewer appurtenances necessitated by alteration of surface elevations within the aforescribed property. Said adjustments shall be required to provide free access to all sewer appurtenances and shall be made only with the approval of the Commissioner of Public Works of the City.

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W.E. 797B  
S.E. 2613C

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

ON THIS DATE OF: SEPT 6 1995

Barbara B. Glass  
~~XXXXXXXXXXXX~~  
Undivided 1/2 Interest herein as tenants  
in Common

In presence of:

WITNESS \_\_\_\_\_ by Barbara B. Glass  
GRANTOR Barbara B. Glass

WITNESS \_\_\_\_\_ by \_\_\_\_\_  
GRANTOR

STATE OF WISCONSIN )  
COUNTY OF IOWA ) S.S.

Before me personally appeared on this 6th day  
of September, A.D. 19 95

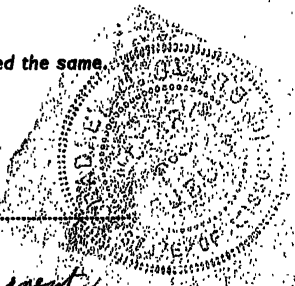
Barbara B. Glass  
NAME OF GRANTOR

NAME OF GRANTOR

to me known to be the person (s) who executed the foregoing EASEMENT and acknowledged the same.

Barbara B. Glass  
NOTARY PUBLIC

My commission expires is permanent



Easement  
W.E. 797B  
S.E. 2613C

REEL 4116 IMAG 911

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

ON THIS DATE OF: 10-11-95

Joan B. Roberts  
~~COMPANY NAME~~  
Undivided  $\frac{1}{2}$  interest herein as tenants  
in common

In presence of:

Carrie Brooks by Joan B. Roberts  
WITNESS GRANTOR Joan B. Roberts

\_\_\_\_\_ by \_\_\_\_\_  
WITNESS GRANTOR

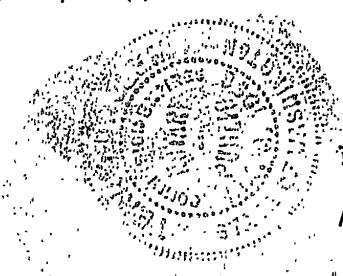
STATE OF Washington )  
COUNTY OF San Juan ) S.S.

Before me personally appeared on this 11<sup>th</sup> day  
of October, A.D. 19 95

Joan B. Roberts  
NAME OF GRANTOR

\_\_\_\_\_  
NAME OF GRANTOR

to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same.



Terry D. [unclear]  
NOTARY PUBLIC  
My commission expires 1-2-96

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This instrument was drafted by the City of Milwaukee.

Approved as to contents

Date: 8/24/95

*Mariano Schifalacqua*  
-----  
CITY ENGINEER

Approved as to form only

Date: 8-25-95

*Harry A. Stein*  
-----  
ASSISTANT CITY ATTORNEY

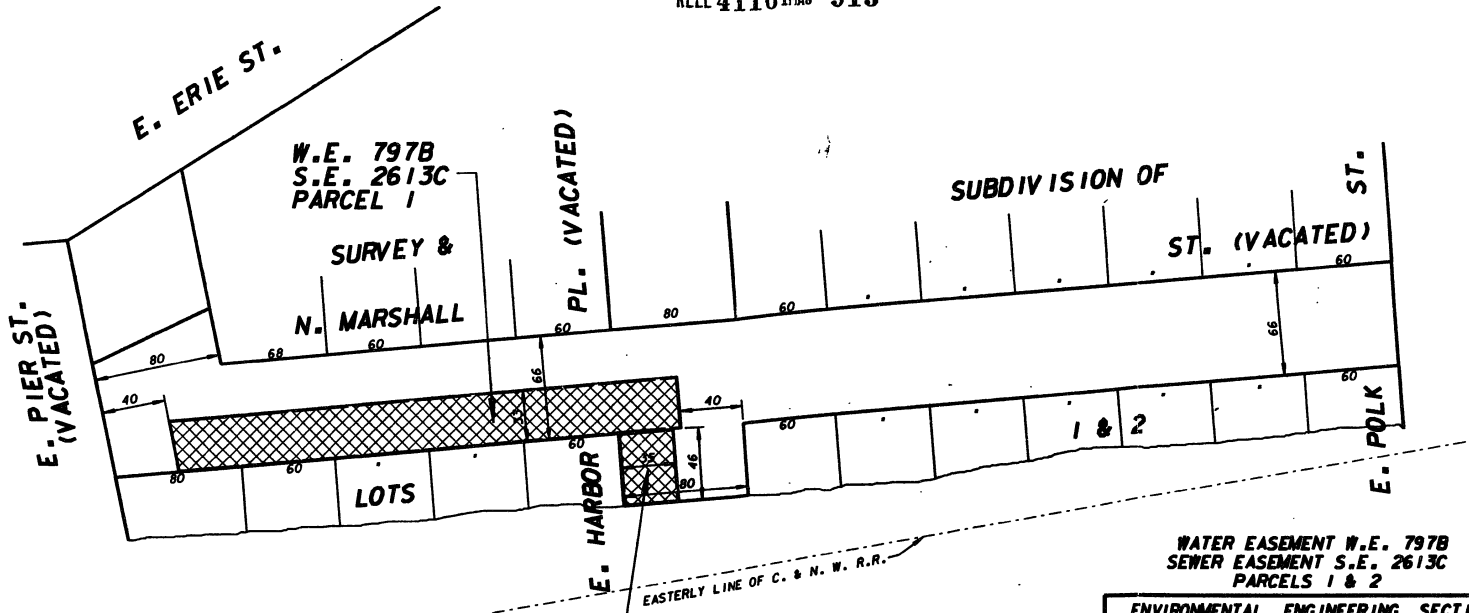
Approved as to execution

Date: 8-5-96

*Harry A. Stein*  
-----  
ASSISTANT CITY ATTORNEY

N.W. 1/4 OF SEC. 33, T. 7 N., R. 22 E.

REEL 4116IMAG 913



WATER EASEMENT W.E. 797B  
SEWER EASEMENT S.E. 2613C  
PARCELS 1 & 2

<b>ENVIRONMENTAL ENGINEERING SECTION</b> DIVISION OF ENGINEERS DEPARTMENT OF PUBLIC WORKS MILWAUKEE, WISCONSIN	
<b>WATER EASEMENT</b>	
NO. <b>N. MARSHALL ST. (VACATED)</b> FROM <b>E. PIER ST. (VACATED)</b> TO <b>E. POLK ST.</b>	
SCALE <b>1" = 60'</b> PLAN DATE <b>8-5-95</b> DRAWN BY <b>P.S.P.</b> CHECKED BY <b>KD</b> N.A.S. USE ONLY <b>310-1820</b> D.A.S. USE ONLY <b>000-340</b> FILE NUMBER <b>A-8-1</b> SHEET <b>1</b> OF <b>1</b>	APPROVED DATE <i>Richard D. Schifano</i> <b>8-7-95</b> REGISTERED ENGINEER DESIGNER IN CHARGE <i>Maxine Schifano</i> <b>8/1/95</b> CITY ENGINEER
PLAN FILE NO. <b>WE 797B</b>	

