

**PERMANENT LIMITED EASEMENT AND
TEMPORARY LIMITED EASEMENT**

This Easement made by **MILWAUKEE AREA TECHNICAL COLLEGE DISTRICT (MATC)**, hereinafter referred to as "Grantor", conveys a permanent limited easement and temporary limited easement as described below to the **CITY OF WEST ALLIS**, a Wisconsin Municipal Corporation, hereinafter referred to as the "Grantee", for the sum of **MUTUAL BENEFIT**, a permanent limited easement over, under, through, along and upon and within a part of Grantor's land hereinafter referred to as "Easement Area".

Any person named in this easement may make an appeal from the amount of compensation within six months after the date of recording of this easement as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the easement shall be treated as the award, and the date the easement is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having any interest of record in the property:
none

The location of the Easement Area with respect to the Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

1. **Purpose:** The purpose of these Easements is to permit the Grantee to construct, repair, rebuild and maintain (see Clause 4 for landscape maintenance) a Retaining Wall, Fencing and Landscape improvements through, along and beneath the Easement Area described and owned by the Grantor. The Permanent Limited Easement and Temporary Limited Easement are each described on Exhibit "A" attached hereto.
2. **Access:** Grantee or its agents shall have free access to the Easement Area for the purpose of exercising the rights herein granted any construction, maintenance or repair activities which take place during normal working business hours of MATC shall be made on such reasonable terms and conditions as the MATC Director of Construction Services shall approve in advance of such activity.
3. **Reservation:** In granting this Easement, Grantor reserves to itself, its successors and assigns the right to make use of the surface of the Easement Area, as will not injure the aforesaid improvements or prevent ingress or egress thereto for the purposes of constructing, operating, repairing, maintaining, improving, or rebuilding the same.
4. **Maintenance:** Grantor agrees to maintain the landscape improvements (to include, without limitation because of enumeration, grass cutting, pruning, watering, weeding and the like) and be responsible for snow and ice removal in the Easement Area, all in accordance with the ordinances of the Grantee in such cases made and provided.
5. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
6. That all work performed in connection with the rights and privileges herein granted shall be done in a workmanlike manner.
7. That irrespective of any negligence of the City of West Allis, the City of West Allis shall and does hereby agree to indemnify MATC against all liability for damage, cost, losses and expenses resulting from, arising out of or any way connected with the exercise of the rights granted by the easement and caused by the City of West Allis, Wisconsin, its employees or agents.

This space is reserved for recording data

Return to

City Attorney
City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53219

Parcel Identification Number/Tax Key Number

440-0259-005

Grantor, having been fully informed of Grantor's right to have the above-described Permanent Limited Easement and Temporary Limited Easement appraised, and to receive just compensation for the Easement based on an appraisal, waives the right to an appraisal and agrees to accept settlement in the above-stated amount as full payment for the Easement, subject to approval by the City of West Allis, as further consideration for this agreement.

The Temporary Easement shall terminate upon completion of the construction project for which this instrument is given.

**MILWAUKEE AREA TECHNICAL COLLEGE DISTRICT
(GRANTOR)**

By: Lester C. Ingram
Lester C. Ingram, Vice President - Facilities
Attest:

By: Alan L. Evinrude
Alan L. Evinrude, Director
Construction Services

State of Wisconsin)
)ss
Milwaukee County)

Personally came before me this 29th day of October, 2002, the above named
Lester C. Ingram and Alan L. Evinrude of MILWAUKEE AREA TECHNICAL COLLEGE DISTRICT,
respectively, to me known to be the Grantor, who executed the foregoing instrument and acknowledged the same
on behalf of the corporation.

Paul G. DeTouss
Notary Public, State of Wisconsin
My Commission Expires: Nov 30, 2003

CITY OF WEST ALLIS

By: Jeannette Bell
Jeannette Bell, Mayor

Attest: Paul M. Ziehler
Paul M. Ziehler, Acting City Clerk/Treasurer

State of Wisconsin)
)ss
Milwaukee County)

Personally came before this 7 day of February, 200³, the above named Jeannette Bell and
Paul M. Ziehler, to me known to be the Mayor and Acting City Clerk/Treasurer, respectively, of the City of West
Allis, who executed the foregoing instrument and acknowledged the same on behalf of the City.

Hermine Couturier
Notary Public, State of Wisconsin
My Commission Expires: 10-10-04

This Easement approved and accepted by the City of West Allis Common Council Resolution No. R-2002-0152,
adopted February 4, 200³ and approved February 6, 200³.

This instrument was drafted by:
Scott E. Post, City Attorney
City of West Allis
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

SOUTH 70TH STREET RETAINING WALL EASEMENT LEGAL DESCRIPTION

A **Permanent Easement** for the right to construct and maintain a retaining wall, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, in and to the following tract of land in Milwaukee County, State of Wisconsin, described as:

That part of Lots 22, 23, 24 and the South 21.5 feet of Lot 25, all in Block 3 of Otjen Pullen and Shenners Subdivision as recorded in the Public Records of Milwaukee County, Wisconsin, lying in the Northeast 1/4 of the Southwest 1/4 of Section 34, Town 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin, described as follows: Beginning at the Southeast corner of said Lot 22 of Block 3; thence Westerly, 25.00 feet along the South line of said Lot 22; thence Northerly along a line parallel with the East line of said Lot 22, 5.87 feet; thence Easterly along a line parallel with the South line of said Lot 22, 17.31 feet to a point, said point being 7.69 feet West of the East line of said Lot 22 measured perpendicular to said East line; thence Northerly to a point in the North line of the South 21.5 feet of said Lot 25, said point being 6.78 feet Westerly of the East line of said Lot 25 measured along said North line; thence Easterly along said North Line to the East line of said Lot 25, 6.78 feet; thence Southerly along said East line to the point of beginning.

This parcel contains **0.021 acres**, more or less.

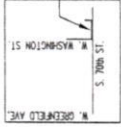
Also a **Temporary Easement for Construction** for the right to construct a retaining wall, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, in and to the following tract of land in Milwaukee County, State of Wisconsin, described as: That part of Lots 22, 23, 24 and the South 21.5 feet of Lot 25, all in Block 3 of Otjen Pullen and Shenners Subdivision as recorded in the Public Records of Milwaukee County, Wisconsin, lying in the Northeast 1/4 of the Southwest 1/4 of Section 34, Town 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin, described as follows: Commencing at the Southeast corner of said Lot 22 of Block 3; thence Westerly 25.00 feet along the South line of said Lot 22; thence Northerly along a line parallel with the East line of said Lot 22, 5.87 feet to the point of beginning of the herein described easement; thence continuing Northerly along a line parallel with the East line of said Lot 22, 9.13 feet; thence Easterly, 10.00 feet along a line parallel with the South line of said Lot 22; thence Northerly along a line 15.00 feet West of and parallel with the East line of said Block 3 to the North line of the South 21.5 feet of said Lot 25; thence Easterly along said North line, 8.22 feet; thence Southerly along a line to a point that is 7.69 feet West of as measured perpendicular to the East line of said Block 3 and 5.87 feet North of as measured

perpendicular to the South line of said Block 3; thence Westerly along a line parallel to the South line of said Block 3, 17.31 feet to the point of beginning.

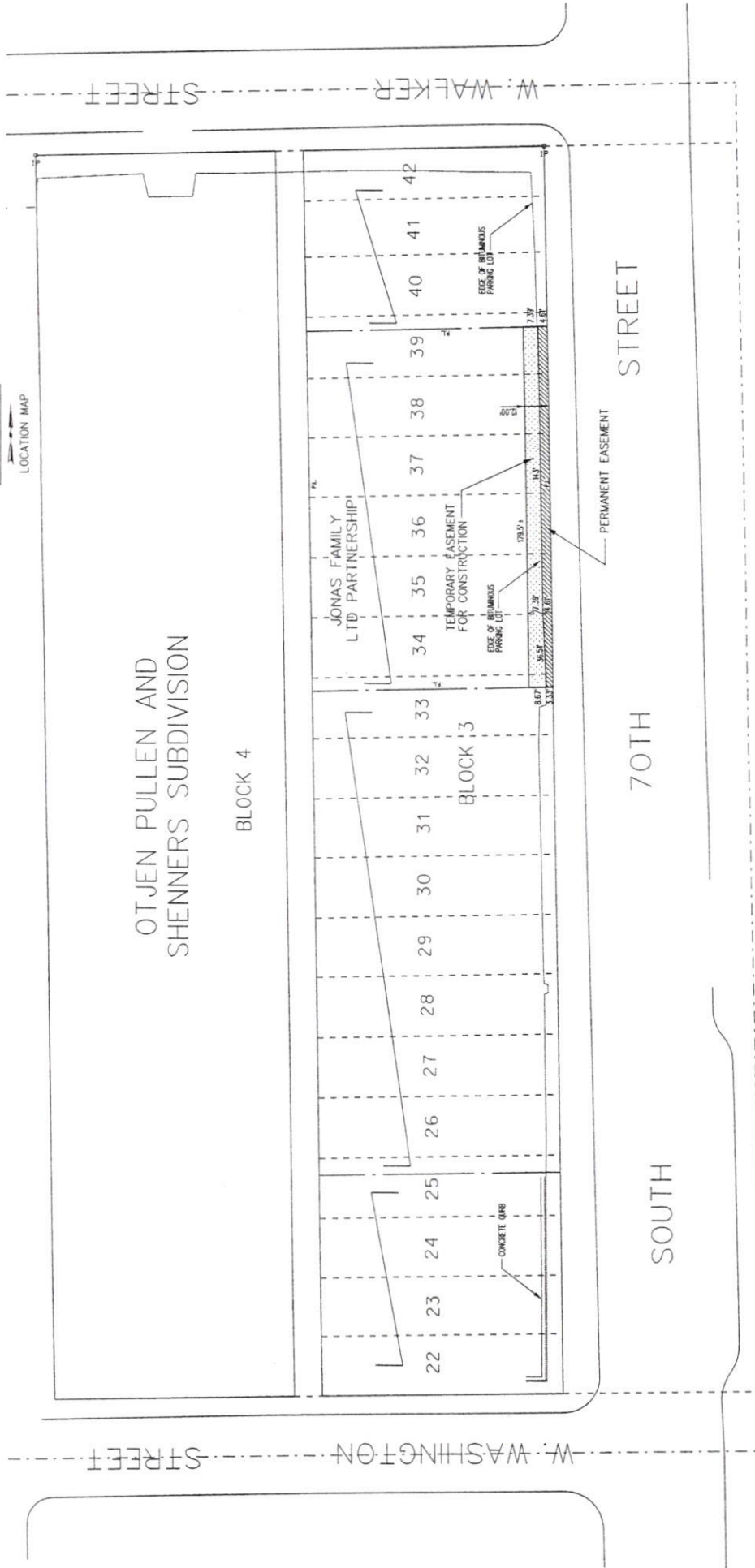
This parcel contains **0.021 acres**, more or less.

The above easement is to terminate upon the completion of this project.

S.W. 1/4 OF SECTION
34 T. 7 N., R. 21 E.



LOCATION MAP



DRAWN BY: MJP
DATE DRAWN: 9/30/02
DESIGNED BY: MJP
CHECKED BY: KMC
DATE: 9/20/02
FINAL PLAN # 74 202

11414 W. PARK PLACE
MILWAUKEE, WI 53224
(414) 359-2300

HNTB

SOUTH 70TH STREET RETAINING WALL EASEMENT
JONAS FAMILY LTC. PARTNERSHIP
EXHIBIT A

SHEET 3 OF 3



Document Number

**EASEMENT AGREEMENT AND
TEMPORARY ACCESS AND CONSTRUCTION
EASEMENT AGREEMENT**

By **WDC/HLP-1205 BUILDING, LLC**, a Wisconsin limited liability company, and the **CITY OF WEST ALLIS**, a Wisconsin Municipal Corporation.

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See attached easement agreements.

These Easements approved and accepted by the City of West Allis Common Council Resolution No. R.2002-0152, adopted February 4, 2003 and approved February 6, 2003.

This instrument was drafted by:
Scott E. Post, City Attorney
City of West Allis
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

Lesak/Easement-1205 BLDG-70St