

45.



# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
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R-2007-0055 Resolution In Committee

Resolution entering into and accepting a Storm Water Drainage and Sanitary Sewer Easement Agreement between 6750 North Acres LLC and the City of West Allis for part of Parcel 2 of Certified Survey Map No. 5845 in the Summit Place Redevelopment Area

Introduced: 2/6/2007

Controlling Body: Public Works Committee

Sponsor(s): Richard F. Narlock

## COMMITTEE RECOMMENDATION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>2-6-07</u>	<input checked="" type="checkbox"/>		Barczak				
			Czaplewski				
			Dobrowski				<input checked="" type="checkbox"/>
			Kopplin	<input checked="" type="checkbox"/>			
			Lajsic				
			Narlock	<input checked="" type="checkbox"/>			
			Reinke				
		<input checked="" type="checkbox"/>	Sengstock	<input checked="" type="checkbox"/>			
			Vitale	<input checked="" type="checkbox"/>			
			Weigel				
			TOTAL	<u>4</u>	<u>0</u>		<u>1</u>

### SIGNATURE OF COMMITTEE MEMBER

*Richard F. Narlock* \_\_\_\_\_  
 Chair Vice-Chair Member

## COMMON COUNCIL ACTION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>FEB 06 2007</u>	<input checked="" type="checkbox"/>		Barczak	<input checked="" type="checkbox"/>			
			Czaplewski	<input checked="" type="checkbox"/>			
			Dobrowski				<input checked="" type="checkbox"/>
			Kopplin	<input checked="" type="checkbox"/>			
			Lajsic	<input checked="" type="checkbox"/>			
	<input checked="" type="checkbox"/>		Narlock	<input checked="" type="checkbox"/>			
		<input checked="" type="checkbox"/>	Reinke	<input checked="" type="checkbox"/>			
			Sengstock	<input checked="" type="checkbox"/>			
			Vitale	<input checked="" type="checkbox"/>			
			Weigel	<input checked="" type="checkbox"/>			
			TOTAL	<u>9</u>	<u>0</u>		<u>1</u>



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2007-0055**

**Final Action:**

FEB 06 2007

**Sponsor(s):** Richard F. Narlock

Resolution entering into and accepting a Storm Water Drainage and Sanitary Sewer Easement Agreement between 6750 North Acres LLC and the City of West Allis for part of Parcel 2 of Certified Survey Map No. 5845 in the Summit Place Redevelopment Area.

WHEREAS, approximately fifteen years ago as part of the acquisition of the twenty-six acre Allis-Chalmers Tractor Plant site, the City of West Allis ("City") authorized, by the Purchase Agreement, to construct a storm water detention pond on the former A-C Utility Corridor immediately north of the five-story parking structure for the Whitnall Summit office building; and,

WHEREAS, the property is now being sold by the A-C Reorganization Trust to 6750 North Acres LLC, an entity created by Whitnall Summit, and the City should have an easement to ensure that the land remains a storm water detention pond; and,

WHEREAS, 6750 North Acres LLC has agreed to grant a Storm Water Drainage and Sanitary Sewer Easement Agreement ("Agreement"), a copy of which is attached hereto and incorporated herein by reference, for the benefit of the City over a portion of 6750 North Acres LLC property legally described in Exhibit "A" and depicted in Exhibit "B" of the Agreement for a storm and sanitary sewer and appurtenances, including a detention basin, in accordance to drainage plans approved from time to time by the City; and,

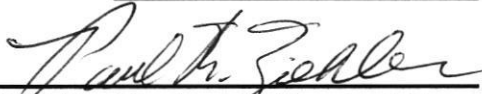
NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis as follows:

1. That the Storm Water Drainage and Sanitary Sewer Easement Agreement from 6750 North Acres LLC to the City of West Allis, attached hereto and incorporated herein by reference, be and the same is hereby accepted and approved.
2. That the Mayor and the City Administrative Officer, Clerk/Treasurer be and are hereby authorized and directed to execute and deliver the attached Storm Water Drainage and Sanitary Sewer Easement Agreement on behalf of the City of West Allis.

ATTR-Easement-6750 N Acres LLC

ADOPTED

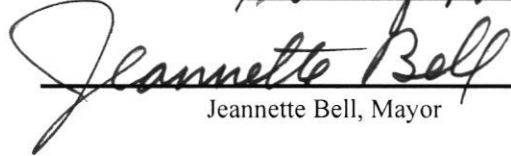
FEB 06 2007



Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED

February 8, 2007



Jeannette Bell, Mayor

Document Number

**Storm Water Drainage and  
Sanitary Sewer Easement Agreement**

Record this document with the Register of Deeds

Name and Return Address:  
Christopher J. Jaekels  
Cook & Franke S.C.  
660 E. Mason Street  
Milwaukee, Wisconsin 53202

Tax Key No.: 439-0001-018

Drafted by, and when recorded return to:

Christopher J. Jaekels  
Cook & Franke S.C.  
660 East Mason Street  
Milwaukee, Wisconsin 53202

## STORM WATER DRAINAGE AND SANITARY SEWER EASEMENT AGREEMENT

THIS STORM WATER DRAINAGE AND SANITARY SEWER EASEMENT AGREEMENT (this "Agreement") is entered into this \_\_\_\_ day of February 2007, and is between 6750 North Acres LLC, a Wisconsin limited liability company (the "Grantor") and the City of West Allis, a Wisconsin municipal corporation (the "Grantee").

### RECITALS

A. Grantor is the owner of that certain parcel of property in the City of West Allis, Milwaukee County, Wisconsin, described as Parcel 2 and legally described in Exhibit A attached hereto (the "Grantor Parcel").

B. Grantor has agreed to grant an easement for the benefit of the Grantee over that portion of the Grantor Parcel described and depicted on Exhibit B hereto for a storm and sanitary sewer and appurtenances, including a detention basin, such portion hereinafter referred to as the "Easement Parcel."

### AGREEMENTS

Accordingly, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants, sells and conveys to Grantee, its successors, agents and assigns a non-exclusive and perpetual easement for storm and sanitary sewer and appurtenances, including a detention basin, over, under, through, along and upon the Easement Parcel, in accordance with drainage plans approved by the City of West Allis from time to time.
2. Maintenance and Repair. Grantee is responsible for the construction, maintenance, repair, rebuilding and operation of the Easement Parcel, and the costs related thereto. Grantee shall restore or cause to have restored, the surface of any part of the Grantor Parcel, as nearly as is reasonably possible, to the condition existing prior to entry by the Grantee or its agents.
3. Insurance; Indemnification. Each party (the "Indemnifying Party") hereby agrees to indemnify and hold harmless the other party (the "Indemnified Party") from and against any and all loss, cost, claim, liability or expense including reasonable attorney's fees incurred by the Indemnified Party arising out of the Indemnifying Party's use of the easement granted in this Agreement.
4. Term. The easement created under this Agreement is perpetual and runs with the land.
5. Severability. If any provision, clause or part of this Agreement, or application of the same under certain circumstances, is held invalid or unenforceable by a court of competent

jurisdiction, such holding shall not affect any of the other terms or provisions of this Agreement, and the same shall continue to be effective to the fullest extent permitted by law.

6. Governing Law. The laws of the State of Wisconsin govern all matters arising out of or relating to this Agreement, and the parties intend this Agreement to be interpreted and enforced in accordance with Wisconsin law without regard to conflicts of law principles.

7. Entire Agreement. This Agreement and the documents referred to in this Agreement constitute the entire agreement between the parties regarding the easements created hereunder.

8. Successors. The Terms of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties.

[the next page is the signature page]

In order to evidence their agreement to the provisions of this Agreement, the Parties have executed and delivered this Agreement as of the date set forth in the preamble.

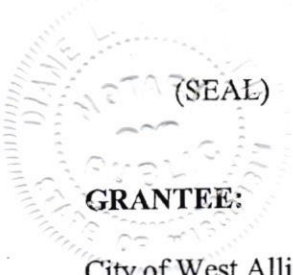
**GRANTOR:**

6750 North Acres LLC

By: *Patricia Haese*  
Patricia Haese, Attorney-in-Fact for Diane Carlson, Sole Member

STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF MILWAUKEE )

Personally came before me this 9<sup>th</sup> day of February, 2007, the above named Patricia Haese, Attorney-in-Fact for Diane Carlson, the Sole Member of 6750 North Acres LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.



*Diane Carlson*  
Notary Public, State of Wisconsin  
My Commission: 4-11-10

**GRANTEE:**

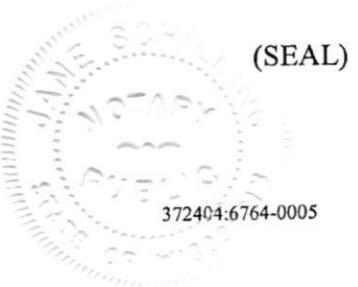
City of West Allis

By: *Jeannette Bell*  
Jeannette Bell, Mayor

Attest: *Paul M. Ziehler*  
Paul M. Ziehler, Clerk/Treasurer

STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF MILWAUKEE )

Personally came before me this 9 day of February, 2007, the above named Jeannette Bell, the Mayor of the City of West Allis, and Paul M. Ziehler, the Clerk/Treasurer of the City of West Allis, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



*Jane Schilling*  
Notary Public, State of Wisconsin  
My Commission: 9-7-08

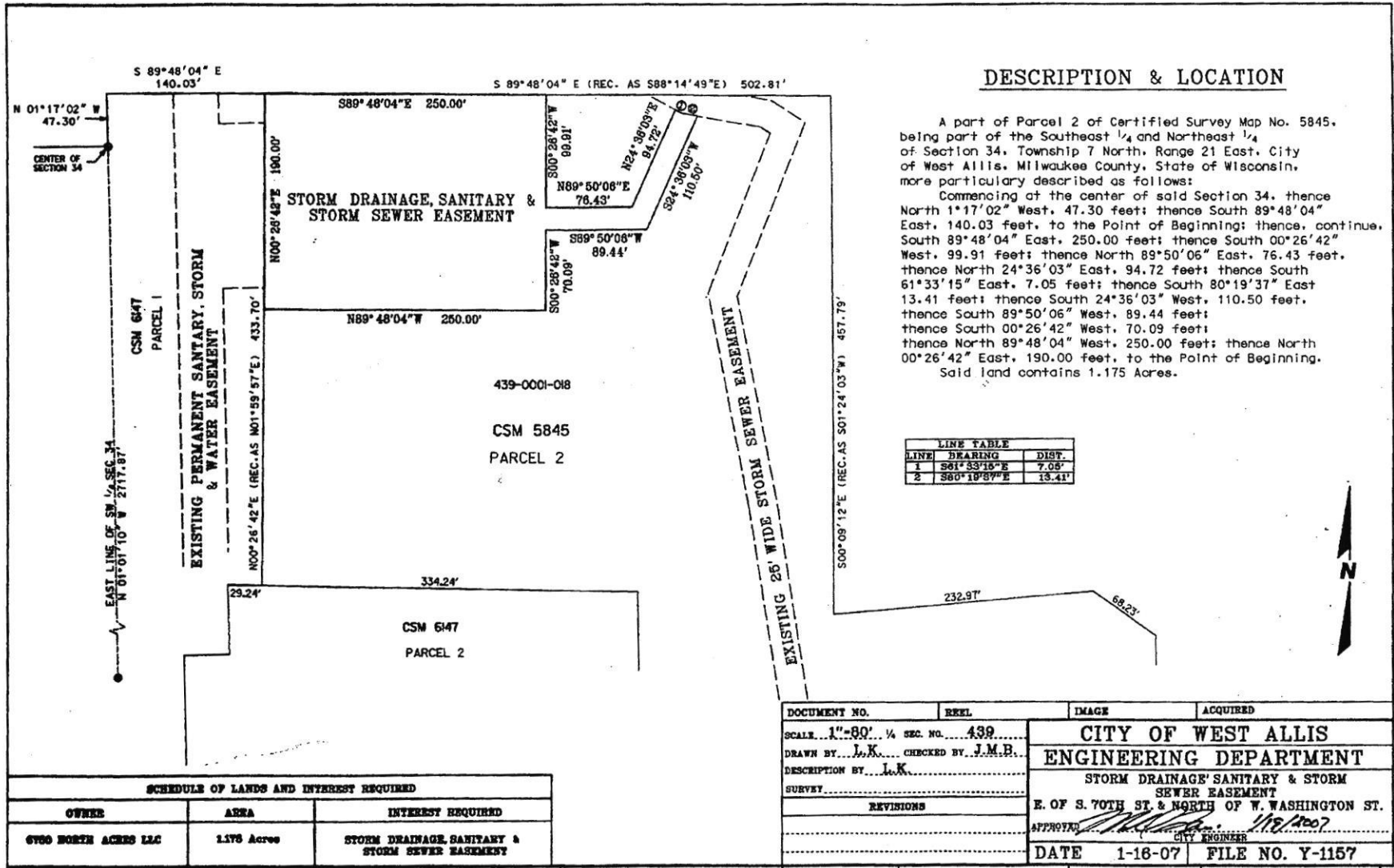
This Easement approved and accepted by the City of West Allis Common Council by Resolution  
No. R-2007-0055, adopted 2-6, 2007.



**EXHIBIT A**

Parcel 2 of Certified Survey Map No. 5845, recorded May 28, 1993, in the office of the Register of Deeds for Milwaukee County, Wisconsin, in Reel 3044, Images 1940 to 1946 inclusive, as Document No. 6772035, being a redivision of part of Lot 1 in Block 1 in Assessor's Plat No. 270, being a subdivision of a part of the Southwest 1/4, Southeast 1/4 and Northeast 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

EXHIBIT B



**DESCRIPTION & LOCATION**

A part of Parcel 2 of Certified Survey Map No. 5845, being part of the Southeast 1/4 and Northeast 1/4 of Section 34, Township 7 North, Range 21 East, City of West Allis, Milwaukee County, State of Wisconsin, more particularly described as follows:  
 Commencing at the center of said Section 34, thence North 1°17'02" West, 47.30 feet; thence South 89°48'04" East, 140.03 feet, to the Point of Beginning; thence, continue, South 89°48'04" East, 250.00 feet; thence South 00°26'42" West, 99.91 feet; thence North 89°50'06" East, 76.43 feet; thence North 24°36'03" East, 94.72 feet; thence South 61°33'15" East, 7.05 feet; thence South 80°19'37" East 13.41 feet; thence South 24°36'03" West, 110.50 feet, thence South 89°50'06" West, 89.44 feet; thence South 00°26'42" West, 70.09 feet; thence North 89°48'04" West, 250.00 feet; thence North 00°26'42" East, 190.00 feet, to the Point of Beginning. Said land contains 1.175 Acres.

LINE	BEARING	DIST.
1	S61°33'15"E	7.05'
2	S80°19'37"E	13.41'

SCHEDULE OF LANDS AND INTEREST REQUIRED		
OWNER	ACRE	INTEREST REQUIRED
6760 NORTH ACRES LLC	1.176 Acres	STORM DRAINAGE, SANITARY & STORM SEWER EASEMENT

DOCUMENT NO.	REEL	IMAGE	ACQUIRED
SCALE 1"=80' 1/4 SEC. NO. 439			
DRAWN BY L.K. CHECKED BY J.M.B.			
DESCRIPTION BY L.K.			
SURVEY			
REVISIONS			
<b>CITY OF WEST ALLIS</b>			
<b>ENGINEERING DEPARTMENT</b>			
STORM DRAINAGE, SANITARY & STORM SEWER EASEMENT			
E. OF S. 70TH ST. & NORTH OF W. WASHINGTON ST.			
APPROVED	DATE 1-18-07		
FILE NO. Y-1157		P.W.D. FILE NO.	
REQUEST	RELOC. ORDER	KEY NO.	P.W.D. FILE NO.