



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution: R-2015-0063

File Number: R-2015-0063

Final Action:

Sponsor(s): Public Works Committee

MAR 17 2015

Resolution granting a Sewer Easement by the Community Development Authority of the City of West Allis ("Grantor") to the City of West Allis ("Grantee") for the property described on Engineering Drawing, dated March 9, 2015, which is attached hereto as Exhibit "A" and made a part hereof.

WHEREAS, the Grantee desires to construct, maintain, repair, rebuild and operate sanitary sewer lines, storm sewer lines and such other related utilities as the City may run through the Easement Area.

WHEREAS, the Grantor is willing to grant an easement therefore on the terms and conditions hereof and the operation and maintenance of said sewer lines, and such other related utilities by the Grantee.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Mayor and the Director of Public Works/City Engineer be and are hereby authorized and directed to execute the Sewer Easement, a copy of which is attached hereto as Exhibit "B", on behalf of the City as adopted and approved.

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

ADOPTED MAR 17 2015

APPROVED 3/19/15

Monica Schultz, City Clerk

Dan Devine, Mayor

Please send an executed copy to the Clerk's Office with this note attached.

Thank you.

Janel

Res. No. R-2015-0063

Date Adopted 3-23-15

This Resolution was rescinded + new Resolution is R-2015-0075 Please place in there + let Janel know. Thanks

Document No.

**EASEMENT
AGREEMENT**

This space is reserved for recording data

City Attorney's Office
City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214

475-0004-000

Parcel Identification Number (PIN)

THIS EASEMENT AGREEMENT (*Agreement*) is granted by the Community Development Authority of the City of West Allis (Grantor) to the City of West Allis (Grantee).

RECITALS:

A. The Grantor is the fee holder of certain property in the City of West Allis, Milwaukee County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the Property).

B. Grantee has requested that Grantor grant a permanent and nonexclusive easement (the Easement) over that certain portion of the Property as described in the attached and incorporated Exhibit A (the Easement Area) for the purposes of operating, maintaining and repairing the sewer lines and such other utilities as the City may run through the Easement Area.

AGREEMENT:

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor grants to Grantee a perpetual and nonexclusive easement to Grantee and its agents, employees, and contractors to access to the property to continue the existing sewer lines that run through the property and to maintain, repair, and/or replace such sewer lines.

2. Repair of Easement Area. Grantee shall replace soil disturbed by access to and/or repair, maintenance, or replacement of the sewer lines and other utilities but shall have no further duty to repair or restore the property. Replacement of pavement or any other restoration, of any nature, shall be the responsibility of Grantor.

3. No Structures on Property. Grantor agrees that no buildings or other structures shall be built or maintained on the property. The property shall only be used for parking of motor vehicles or such other use that will not interfere with Grantee's access to the sewer lines or other utilities. In addition, Grantor shall not grant any other easements that interfere with Grantee's easement or use of the easement area.

4. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and Grantee and their respective successors and assigns. The party named as Grantor in this Agreement and any successor or assign to the Grantor as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances' arising after the party has transferred its fee simple interest in the Property.

5. Non-Use. Non-use or limited use of the Easement rights granted in this Agreement shall not prevent the benefitting party from later use of the Easement rights to the fullest extent authorized by this Agreement.

6. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.

7. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement or their successors or assigns and duly recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin.

8. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

9. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms and conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

Dated: 4-22-15

Community Development Authority (GRANTOR):

BY: John F. Stibal
Name

John F. Stibal
Title

Executive Director

_____ (GRANTEE):

BY: _____
Name

Title

OVER →

SEP/kp
L:Scott/Agreement Easement

Dated: 4-22-15

Community Development Authority (GRANTOR):

BY: John F. Stibal
Name

John F. Stibal
Title

Executive Director

(GRANTEE):

BY: [Signature]
Name

DPS/City Engineer
Title

Michael Lewis
Name

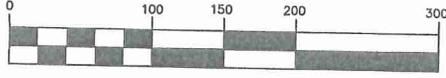
30' wide Sewer Easement - Exhibit "A"

for

The City of West Allis

City of West Allis, Milwaukee County, Wisconsin

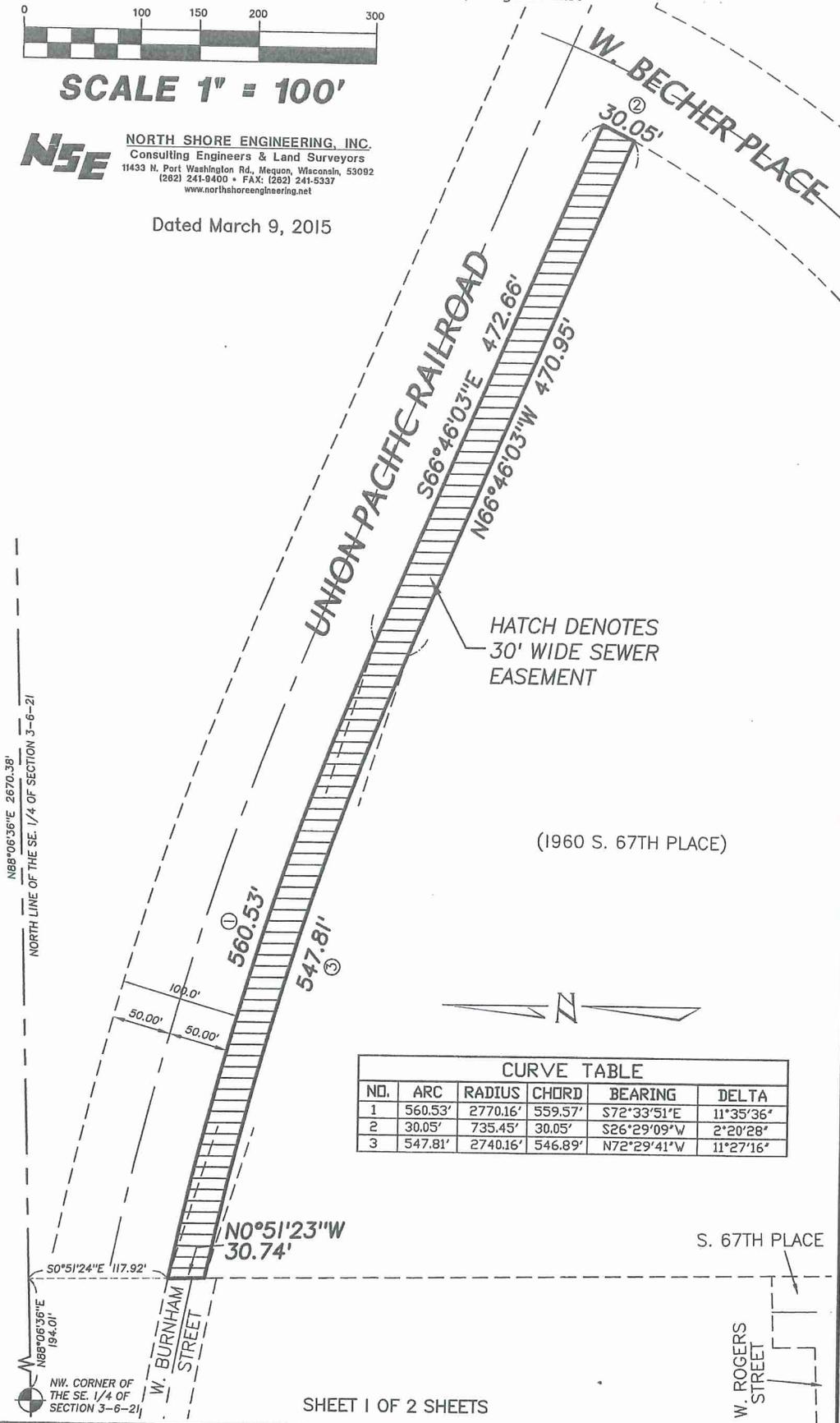
Part of Lot 1, Block 2, of Assessor's Plat No. 268, being part of the Northwest 1/4 of the Southeast 1/4 of Section 3, Town 6 North, Range 21 East



SCALE 1" = 100'

NSE NORTH SHORE ENGINEERING, INC.
 Consulting Engineers & Land Surveyors
 11433 N. Port Washington Rd., Mequon, Wisconsin, 53092
 (262) 241-9400 • FAX: (262) 241-5337
 www.northshoreengineering.net

Dated March 9, 2015



CURVE TABLE					
NO.	ARC	RADIUS	CHORD	BEARING	DELTA
1	560.53'	2770.16'	559.57'	S72°33'51"E	11°35'36"
2	30.05'	735.45'	30.05'	S26°29'09"W	2°20'28"
3	547.81'	2740.16'	546.89'	N72°29'41"W	11°27'16"

30' wide Sewer Easement -Exhibit "A"

for

The City of West Allis

City of West Allis, Milwaukee County, Wisconsin

Part of Lot 1, Block 2, of Assessor's Plat No. 268, being part of the Northwest 1/4 of the Southeast 1/4 of Section 3, Town 6 North, Range 21 East



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Dated March 9, 2015
Revised March 11 2015

LEGAL DESCRIPTION:

Part of Lot 1, Block 2 of Assessor's Plat No. 268, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of said Southeast 1/4; thence N88°06'36"E along the north line of said Southeast 1/4, 194.01 feet; thence S0°51'24" E, parallel with the west line of said Southeast 1/4, 117.92 feet to a point in the the South right of way line of the Union Pacific Railroad, said point being the Northwest corner of said Lot 1 and the point of beginning of lands to be described; thence Southeasterly along said South right of way line and the North line of said Lot 1, being the arc of a curve to right (having a radius of 2,770.16 feet, a chord of 559.57 feet, which bears S72°33'51"E) 560.53 feet to a point of tangency; thence S66°46'03"E, along said south right of way line and the North line of said Lot 1, 472.66 feet to a point on the West right of way line of W. Becher Place and the East line of said Lot 1; thence Southwesterly along said West right of way line and the East line of said Lot 1, being the arc of a curve to right (having a radius of 735.45 feet, a chord of 30.05 feet, which bears S26°29'09"W) 30.05 feet; thence N66°46'03"W, 470.95 feet to a point of curvature; thence Northwesterly along the arc of a curve to left (having a radius of 2,740.16 feet, a chord of 546.89 feet, which bears N72°29'41"W) 547.81 feet to a point in the West line of said Lot 1; thence N0°51'23"W along the West line of said Lot 1, 30.74 feet to the point of beginning.

Said parcel containing 0.707 acres of land, more or less.