

PERMANENT and TEMPORARY LIMITED EASEMENT

This Easement made by **JONAS FAMILY LIMITED PARTNERSHIP**, hereinafter referred to as "Grantor", conveys a permanent 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: Catholic Family Life Insurance

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 this Easement is to permit the Grantee to construct, repair, rebuild and maintain (see Clause 4 for landscape maintenance) a retaining wall, fence and landscape improvements through, along and beneath the Easement Area described and owned by the Grantor.
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 JONAS FAMILY LIMITED PARTNERSHIP shall be made on such reasonable terms and conditions as the Director 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 by the City of West Allis, the City of West Allis agrees to indemnify JONAS FAMILY LIMITED PARTNERSHIP against all liability for damages, costs, losses, claims and legal expenses resulting from or 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, its employees or agents.

The City of West Allis also agrees to indemnify and hold harmless the JONAS FAMILY LIMITED PARTNERSHIP from and against all claims by third parties for personal injury or property damage incurred in connection with or caused by the wall referred to herein.

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

440-0259-002

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

By: Donald H. Jones, Partner

By: _____, Partner

Notary Public, State of Wisconsin
My Commission Expires: 9-24-06

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

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

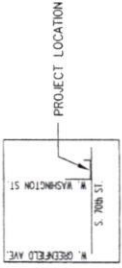
Lesak/Easement-Jonas-70St

or less along said parallel line; thence Southerly, 36.51 feet to the point of beginning.

This parcel contains **0.031 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



OTJEN PULLEN AND SHENNERS SUBDIVISION

BLOCK 4

JONAS FAMILY
LTD PARTNERSHIP

TEMPORARY EASEMENT
FOR CONSTRUCTION

BLOCK 3

EDGE OF BUILDINGS
PARKING LOT

PERMANENT EASEMENT

STREET

70TH

SOUTH

W. WALKER STREET

W. WASHINGTON STREET



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

SHEET 3 OF 3

DRAWN BY: MJP
DATE DRAWN: 8/30/02
DESIGNED BY: MJP
CHECKED BY: KMG
DATE: 8/30/02
SCALE: 1" = 20'

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

