

Permit and Agreement
SA-2721
UGA-2721

Document Number

Please return Document to:

City of Milwaukee
Infrastructure Services Division
Environmental Engineering Section
841 North Broadway – Room 820
Milwaukee, WI 53202

Permit and Agreement SA-2721 and
UGA-2721 located in West Wisconsin
Avenue, at North 16th Street and
between North 11th Street and North 12th
Street.

Recording Area

Tax Key Number

PERMIT AND AGREEMENT

THIS INDENTURE, Made this _____ day of _____, A.D. 20____ by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and Marquette University, a Wisconsin Corporation, (including heirs, personal representatives, successors or assigns, as may be or may become applicable) hereinafter called "MU" .

WITNESSETH

WHEREAS, MU has requested permission from the City of Milwaukee to construct certain improvements within the public right of way of West Wisconsin Avenue from North 11th to North 16th Streets; and

WHEREAS, Said improvements have been listed in a Maintenance Agreement between the City and MU as "Exhibit A"; and

WHEREAS, Said Maintenance Agreement was approved by Common Council Resolution file number 020163 on June 25, 2002; and

WHEREAS, Said Maintenance Agreement serves as substitute for any Special Privilege Permit that might be required; and

WHEREAS, MU has requested the City's permission to construct a brick and concrete portal and light poles hereinafter referred to "IMPROVEMENTS" over City of Milwaukee facilities located in the public right-of-way; and

WHEREAS, Said portal is proposed to be constructed in West Wisconsin Avenue at 50 feet north of the south line of West Wisconsin Avenue and 64 feet east of the east line of North 16th Street; and

WHEREAS, Said light poles are proposed to be constructed at the following locations:

1. On the south side of West Wisconsin Avenue, 38 feet west of the west line of North 11th Street and 16.0 feet ± north of the south line of West Wisconsin Avenue.
2. On the north side of West Wisconsin Avenue, 16 feet west of the west line of North 12th Street and 3.0 feet ± south of the north line of West Wisconsin Avenue.
3. On the north side of West Wisconsin Avenue, 96 feet west of the west line of North 12th Street and 3.0 feet ± south of the north line of West Wisconsin Avenue
4. On the north side of West Wisconsin Avenue, 216 feet west of the west line of North 12th Street and 4.0 ± feet south of the north line of West Wisconsin Avenue
5. On the north side of West Wisconsin Avenue 64 feet east of the east line of North 16th Street and 8.0 ± feet south of the north line of West Wisconsin Avenue; and

WHEREAS, There is an existing 72-inch diameter combined sewer in the median area in West Wisconsin Avenue at North 16th Street; and

WHEREAS, The said portal is proposed to be constructed directly above the said 72-inch diameter combined sewer and;

WHEREAS, There are existing underground conduit packages on Wisconsin Avenue from North 11th Street to North 16th Streets; and

WHEREAS, The said light poles are proposed to be constructed directly above the said underground conduit packages; and

WHEREAS, MU recognizes the potential structural risks of constructing said IMPROVEMENTS over the aforementioned City facilities, but opts to construct the IMPROVEMENTS nonetheless; and

WHEREAS, The City will allow the construction of said IMPROVEMENTS as shown on the attached plan, File Numbers 198-1-13A and 198-1-13B subject to the following conditions:

1. MU is hereby permitted to construct the IMPROVEMENTS over the City's combined sewer and underground conduits in accordance with Foundation Plans to be submitted to the City Engineer, for approval by the Commissioner of Public Works of the City before any construction is commenced.

2. The portal and light poles footings that bridge over the 72-inch combined sewer and underground conduits shall be designed as beams so that the weight of the Improvements will not bear or transfer any loads on the combined sewer or underground conduits. Column footings shall be constructed at locations and elevations such that footing loads will not transfer any loads on the combined sewer and underground conduits. MU shall submit three (3) sets of footings plans to the Commissioner of Public Works to the City for approval prior to commencing any construction work.

3. MU hereby assumes all liability for any damage to the existing combined sewer and underground conduits and their appurtenances, (hereinafter referred to as "FACILITIES") that are located underneath the IMPROVEMENT, or injuries to any person or persons resulting from construction, maintenance and use of said IMPROVEMENTS over said FACILITIES and said public right-of-way, and will save and keep the City clear and harmless at all times from any and all claims arising from any negligence on the part of MU, or any employee, agent, or contractor of MU, and in case the City shall suffer or become liable for any loss or damage whatsoever resulting from any negligence on the part of MU or any employee, agent, or contractor of MU, arising from or growing out of operating, inspecting, maintaining, repairing, reconstructing, enlarging or using said IMPROVEMENTS, then MU shall reimburse the City for the full amount of the loss or damage which the City may have sustained, or for which it may become liable; provided, however, that if any loss, cost or damage results from the joint negligence of the parties hereto, then the liability therefore shall be borne by them in proportion to their

respective degree of negligence, subject to the legal defenses, which under law, the City is entitled to raise.

4. MU hereby shall save and keep the City clear and harmless at all times from any and all claims arising from locating said IMPROVEMENTS over said FACILITIES.

5. Any subsequent costs for the replacement of any part of said IMPROVEMENTS or their contents will be borne by MU, its successors or assigns, at no cost to the City.

6. This agreement shall extend to and apply to both parties, City and MU, including heirs, personal representatives, successors or assigns, as may be or may become applicable.

7. Any part of the IMPROVEMENTS, including the foundations, therein interfering with the right of full, ready and free access to any part of said FACILITIES for the purpose of operating, inspecting, maintaining, repairing, reconstructing or enlarging said FACILITIES, shall be removed by MU, at the request of the City at no cost to the City; provided that in the event MU fails within thirty (30) days after being requested in writing by the City to so remove any part of said IMPROVEMENTS, the City shall do so at the cost of MU. However, in case of emergency, where in the judgment of the Commissioner of Public Works the potential for damage exists, the notice may be verbal and the 30-day period shall be waived.

IN WITNESS WHEREOF _____, hereunto set his hands and seals the day and year first above written.

IN THE PRESENCE OF

_____	Signature
_____	Title
_____	Date

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____ A.D., 20____, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires _____

Date: _____

Mariano A. Schifalacqua, Commissioner of Public Works

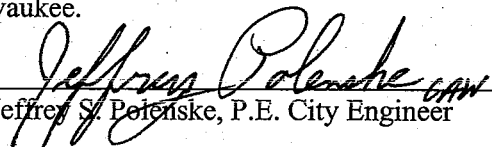
STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____ A.D., 20____, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires _____

This instrument was drafted by the City of Milwaukee.

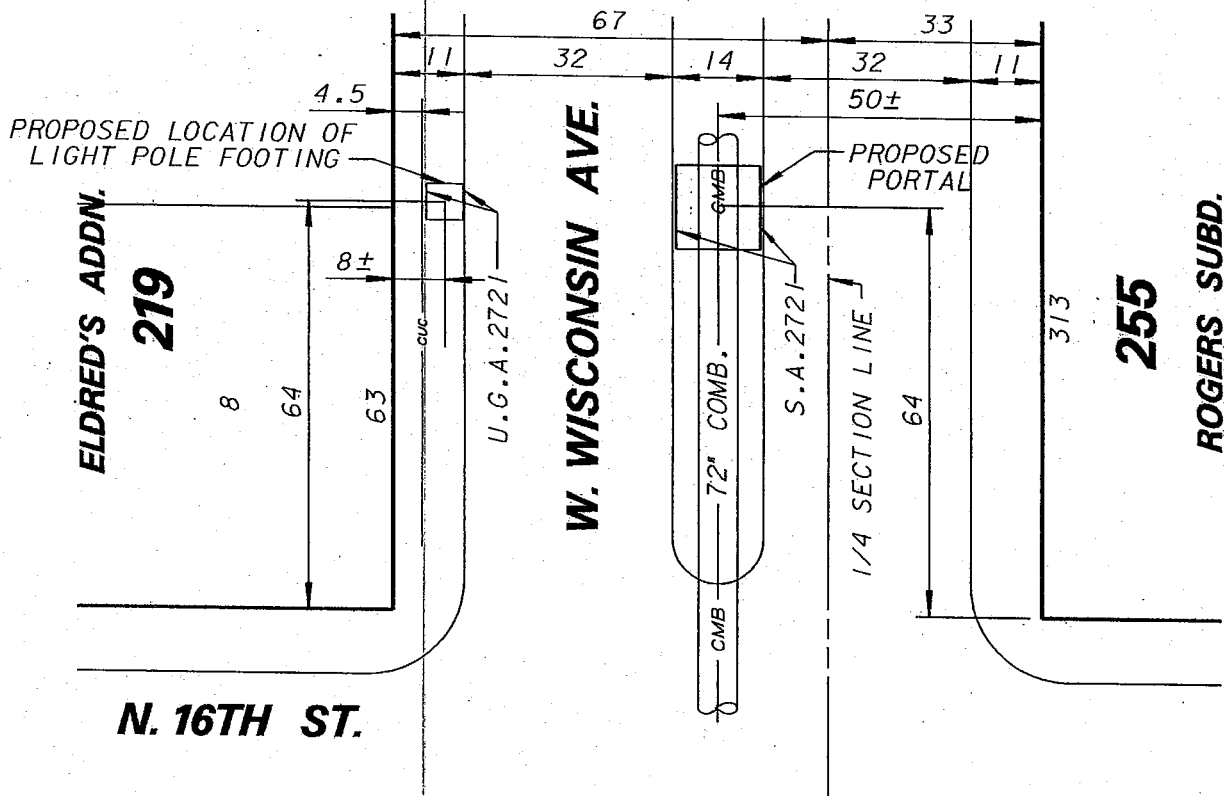
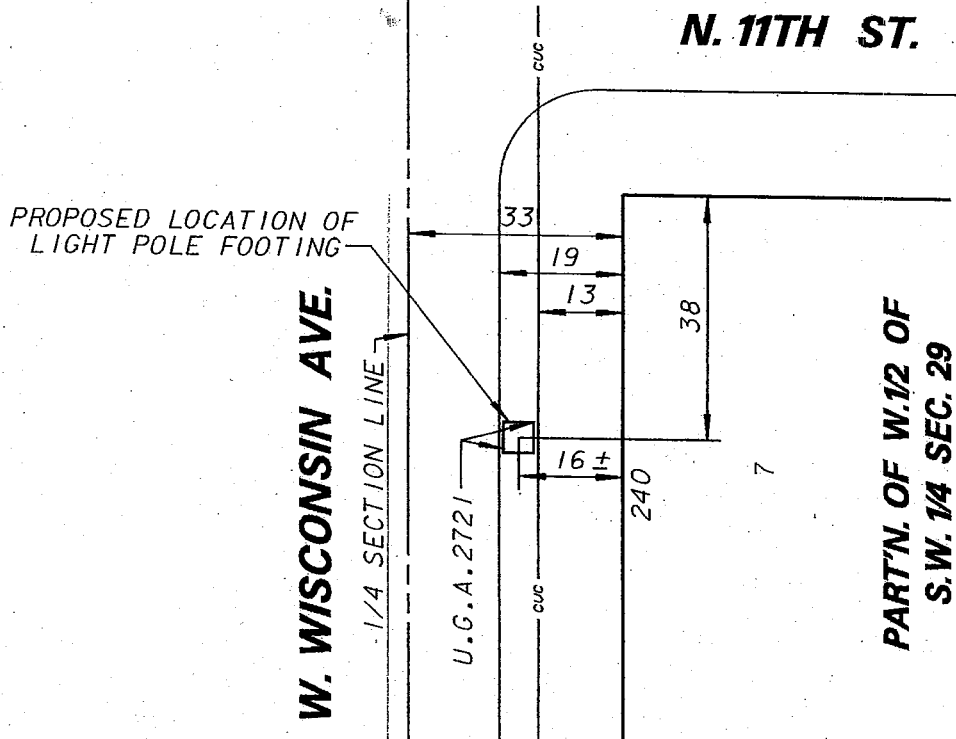
Approved as to contents
Date: _____



Jeffrey S. Polenske, P.E. City Engineer

Approved as to form and execution
Date: _____

Harry A. Stein, Assistant City Attorney



ENVIRONMENTAL ENGINEERING SECTION
INFRASTRUCTURE SERVICES DIVISION
DEPARTMENT OF PUBLIC WORKS
MILWAUKEE, WISCONSIN

PLAN OF SEWER AND UNDERGROUND PERMIT AND AGREEMENT

AREA IN **N.E. 1/4 SEC. 30, T.7N., R.22E.**

N.W. 1/4 SEC. 29, T.7N., R.22E.

W. WISCONSIN AVE. @ S. 11TH ST., & W. WISCONSIN AVE. @ S. 16TH ST.

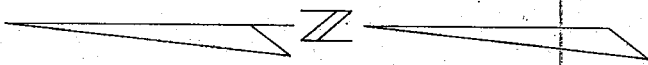
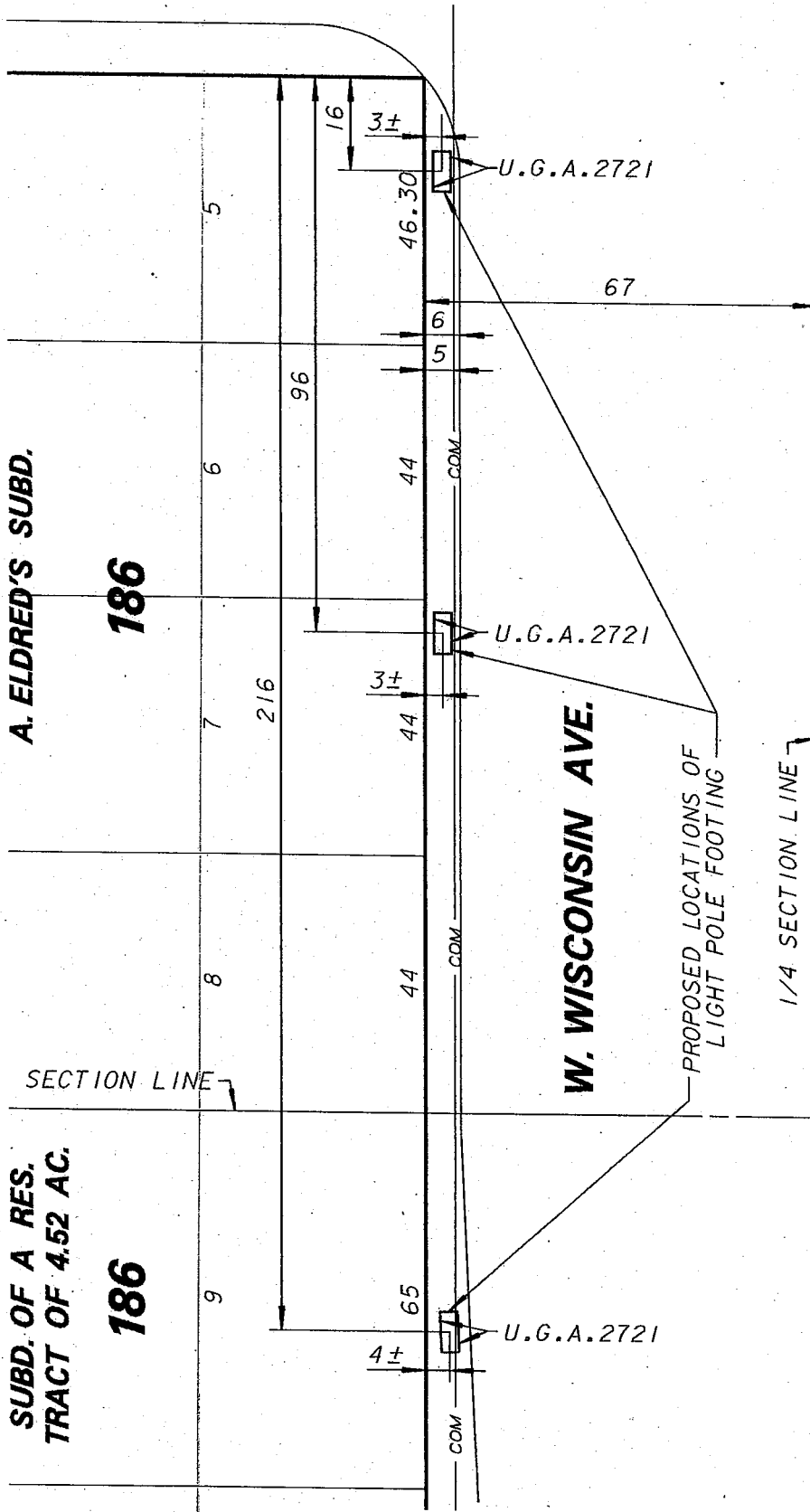
SCALE 1" = 30' ATLAS PAGE NO. 398 & 399 SEWER AGREEMENT S.A. 2721 UNDERGROUND AGREEMENT NO. U.G.A. 2721

DRAWN BY SALAPAT NV CH'KD. BY NMT W.O. NO.

APPROVED *Martin Aguirre* DATE 6-26-02

APPROVED *Jeffrey Polanski* FILE NO. 198-1-13A

N. 12TH ST.



ENVIRONMENTAL ENGINEERING SECTION		
INFRASTRUCTURE SERVICES DIVISION		
DEPARTMENT OF PUBLIC WORKS		
MILWAUKEE, WISCONSIN		
PLAN OF UNDERGROUND PERMIT AND AGREEMENT		
AREA IN N.W. 1/4 SEC. 29, T.7N., R.22E.		
W. WISCONSIN AVE. FROM N. 12TH ST.		
TO A PT. W. OF N. 12TH ST.		
SCALE 1" = 30' ATLAS PAGE NO. 390 & 391 UNDERGROUND AGREEMENT U.G.A. 2721		
DRAWN BY	CHKD. BY	W.O. NO.
SALAPAT NV	NMJ	
APPROVED		DATE
<i>Martin Leguia</i>		8-26-02
APPROVED		FILE NO.
<i>Jeffrey Polanski</i>	CAW	198-1-13B