

Underground Conduit and Manhole
U.G. 32

EASEMENT

20-foot wide located south of
West Land Place immediately
west of North 6th Street

Recording Area

Name and Return Address

Department of Public Works
Infrastructure Services Division
841 North Broadway, Room 802
Milwaukee, WI 53202

THIS INDENTURE, Made by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and Housing Authority of the City of Milwaukee, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor", (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

That, WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in said property; namely, manhole, underground conduit and cables as shown on attached plan, file no. U.G. 32.

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in the Northwest One-quarter (NW. ¼) of Section Twenty (20), Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:

TO-WIT:

Commencing at the intersection of the south line of West Land Place and the west line of North 6th Street in said Northwest 1/4 Section; thence Southerly, along said west line, 146.00 feet to the point of beginning of the centerline of the 20.00 foot wide easement; thence Westerly, as measured normal to said west line, to a point in the easterly line of a masonry building and its point of terminus.

The Easement Area is a part of Tax Key Number 352-2799-000-0.

UPON CONDITION

1. *That said Facilities shall be maintained and kept in good order and condition by the City.*
2. *That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise.*
3. *That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed.*
4. *That, in connection with the construction by the Grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.*
5. *The Facilities shall be accessible for maintenance at all times. The owner shall submit plans for approval to the City for any underground installation within the easement.*
6. *That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Milwaukee.*
7. *That the Grantor shall be responsible for adjusting the elevations of all appurtenances necessitated by alteration of surface elevations within the aforescribed property. Said adjustments shall be required to provide free access to all sewer, water and/or conduit appurtenances and shall be made only with the approval of the City Engineer of the City.*
8. *All notices to be given by one party to the other under this agreement shall be in writing and shall be given either by personal delivery, by U.S. mail, postage prepaid, by facsimile, or by e-mail, to the respective recipients set forth in this paragraph. A notice shall be deemed delivered either upon actual receipt or upon refusal by a party to accept delivery – providing, however, that notices sent by e-mail or facsimile must be sent during the hours between 8:30 A.M. and 4:30 P.M. during the days that the City's City Hall is open for business. Either party may change its address for purposes of receiving notice by delivering written notice thereof in accordance with the requirements of this paragraph.*

A. *Housing Authority of the City of Milwaukee*
809 North Broadway
Milwaukee, WI 53202
Telephone: 414-
Facsimile: 414-
E-mail:

B. *To City:*
City Engineer
Department of Public Works
841 North Broadway, Room 701
Milwaukee, WI 53202
Telephone: 414-286-2401
Facsimile: 414-286-5994
E-mail: jeffrey.polenske@milwaukee.gov

9. *This Agreement may be amended only by a written instrument executed by all of the parties hereto.*

10. *This document shall be recorded in the Milwaukee County Register of Deeds Office, by and at the City's expense, to give notice of the same.*

IN WITNESS WHEREOF, the Grantor, has hereunto set its hands and seals

ON THIS DATE OF: _____

Housing Authority of the City of Milwaukee
COMPANY NAME

In presence of:

_____ by _____
WITNESS GRANTOR

_____ by _____
WITNESS GRANTOR

STATE OF _____)
S.S.
COUNTY OF _____)

Before me personally appeared on this _____ day
of _____, A.D. 20 _____

GRANTOR

GRANTOR

to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the
voluntary act and deed of said corporation.

NOTARY PUBLIC

My commission expires _____

This instrument was drafted by the City of Milwaukee.

Approved as to contents

Date:

.....
CITY ENGINEER

Approved as to form only

Date:

.....
ASSISTANT CITY ATTORNEY

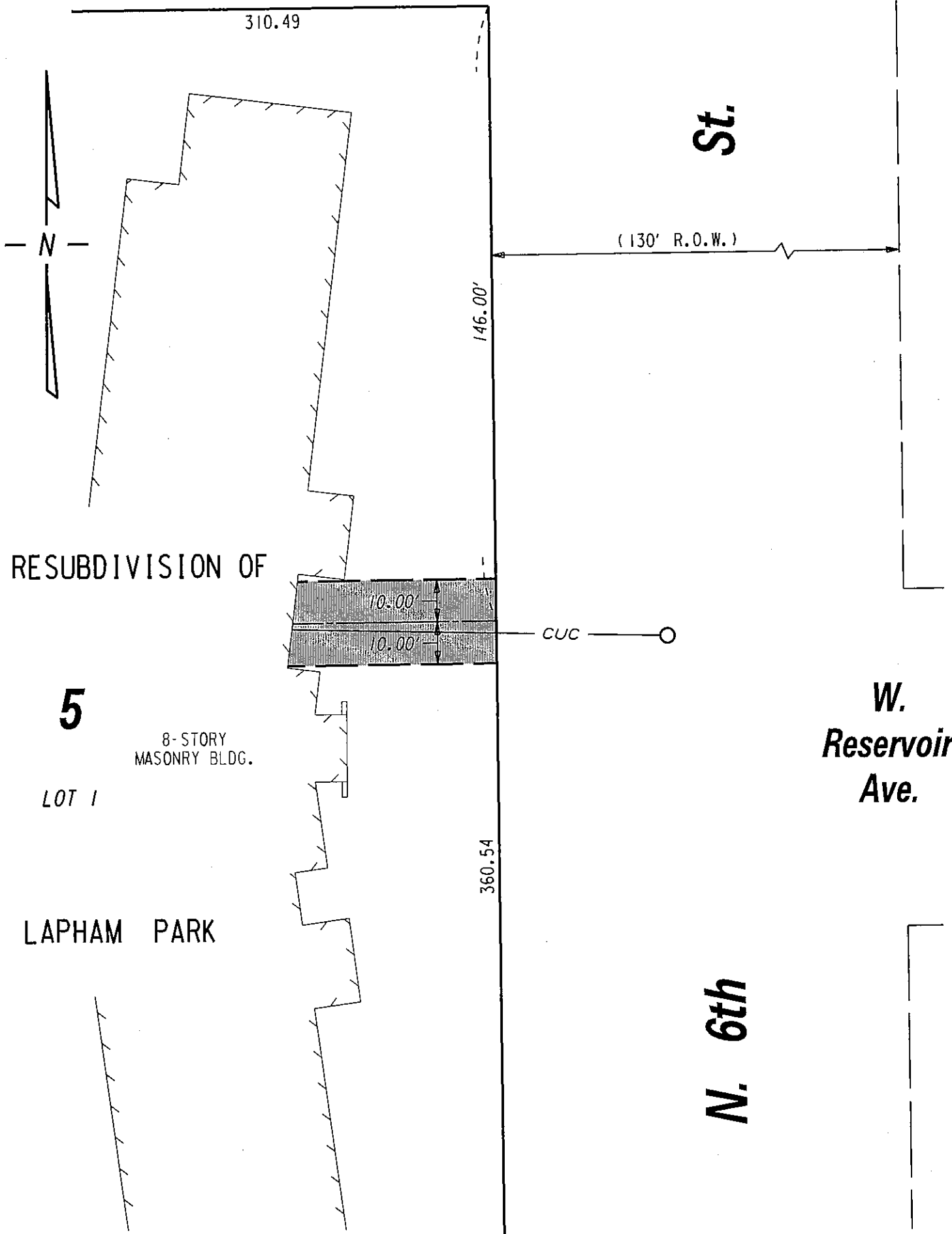
Approved as to execution

Date:

.....
ASSISTANT CITY ATTORNEY

(50' R.O.W.)

W. Land Pl.



RESUBDIVISION OF

5

8-STORY
MASONRY BLDG.

LOT 1

LAPHAM PARK

St.

(130' R.O.W.)

146.00'

10.00'

10.00'

CUC — ○

360.54

**W.
Reservoir
Ave.**

N. 6th



PROPOSED UNDERGROUND
CONDUIT EASEMENT

TRANSPORTATION SECTION
INFRASTRUCTURE SERVICES DIVISION
DEPARTMENT OF PUBLIC WORKS
MILWAUKEE, WISCONSIN

UNDERGROUND CONDUIT
AND MANHOLE EASEMENT

DATE: 12/05/11

SCALE: 1" = 30'

UG-32