

Underground Conduit
U.G. 34

EASEMENT

10-foot wide located north of
West Galena Street 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, Sojourner Family Peace Center, Inc., 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, underground conduit and cables in the location shown on attached plan, file no. U.G. 34

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 Southwest One-quarter (SW. 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 southeast corner of said Block "E", thence N 00° 11' 23" E 102.90 feet along the east line of said Block "E" to the point of the beginning of lands to be described: thence west 17.72 feet; thence north 10.00 feet; thence east 17.75 feet to a point on the east line of said Block "E"; thence south 00° 11' 23" W 10.00 feet along said east line to the point of beginning.

The Easement Area is a part of Tax Key Number 362-0395-000.

Underground Conduit

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 Grantor 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. To: SOLDJOURNER FAMILY PEACE CENTER, ATTN: CARMEN PITRE
135 W. KIELLS
 Milwaukee, WI 53208
 Telephone: 414-276-1911
 Facsimile: 414-276-5001
 E-mail: CARMENHP@FAMILYPEACECTR.ORG

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*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: 28 APRIL 2015

SOJOURNER FAMILY PEACE CENTER, INC.

By: Carmen Pitre

Name: CARMEN PITRE

Title: EXECUTIVE DIRECTOR

In presence of:

Cynthia A. Rooks by Cynthia A Rooks
WITNESS GRANTOR

[Signature] by MONIQUE CHARLIER
WITNESS GRANTOR

STATE OF Wisconsin)

S.S.

COUNTY OF Milwaukee)

Before me personally appeared on this 28th day
of April, A.D. 2015

Carmen Pitre
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.

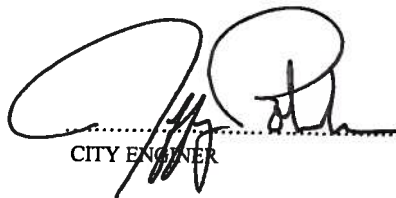
[Signature]
NOTARY PUBLIC

My commission expires is permanent

This instrument was drafted by the City of Milwaukee.

Approved as to contents

Date:


..... 5/7/15
CITY ENGINEER

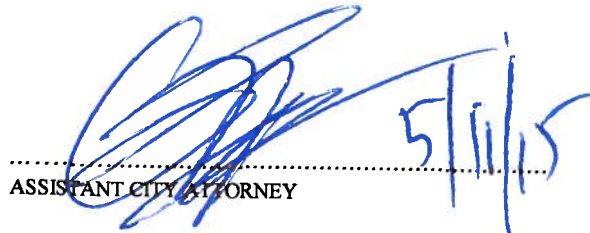
Approved as to form only

Date:


..... 5/11/15
ASSISTANT CITY ATTORNEY

Approved as to execution

Date:


..... 5/11/15
ASSISTANT CITY ATTORNEY

EASEMENT EXHIBIT

PART OF BLOCK "E" IN PLYMOUTH HILL, IN THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

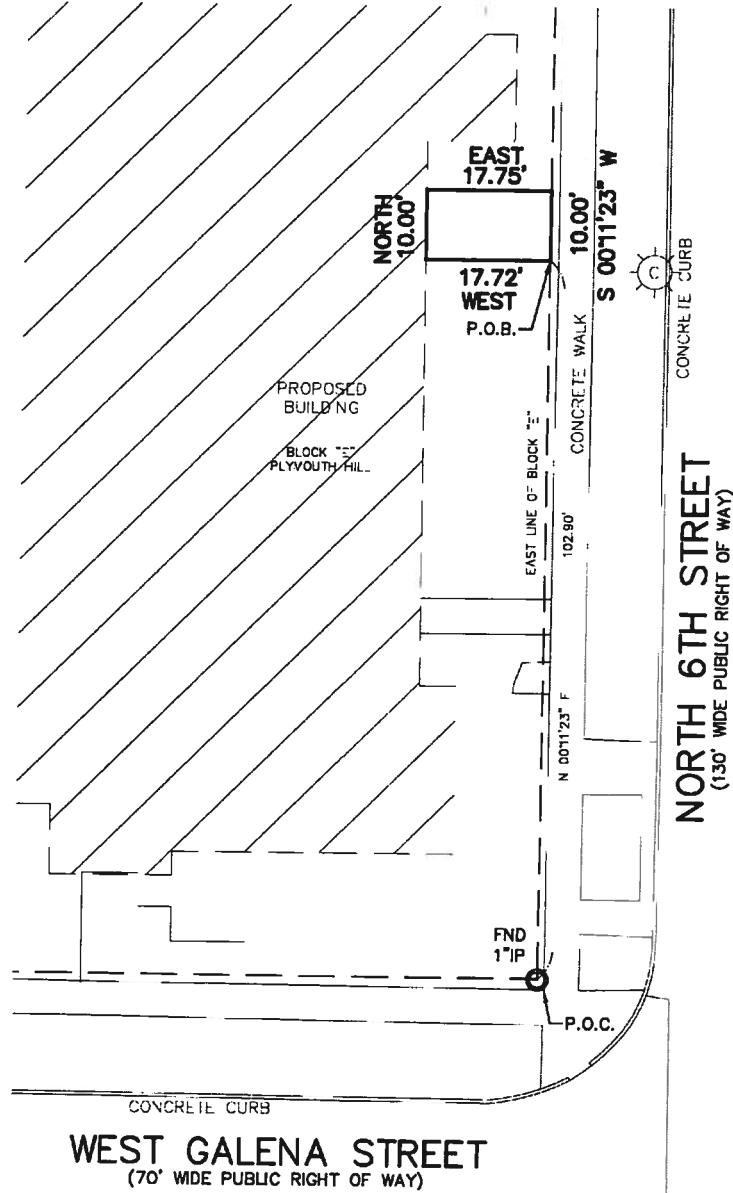
COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK "E", THENCE N 00° 11' 23" E 102.90 FEET ALONG THE EAST LINE OF SAID BLOCK "E" TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE WEST 17.72 FEET; THENCE NORTH 10.00 FEET; THENCE EAST 17.75 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK "E"; THENCE S 00° 11' 23" W 10.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

CONTAINING 177 SQUARE FEET



CAPITOL SURVEY ENTERPRISES
237 SOUTH CURTIS ROAD
MILWAUKEE, WI 53214
PH: (414) 727-7610
FAX: (414) 727-7618
WWW.CAPITOLSURVEY.COM

PREPARED FOR:
SOJOURNER FAMILY PEACE CENTER
WALNUT AVE.
MILWAUKEE, WI



CITY OF MILWAUKEE TRANSPORTATION SECTION INFRASTRUCTURE SERVICES DIVISION DEPARTMENT OF PUBLIC WORKS MILWAUKEE, WISCONSIN		
UNDERGROUND CONDUIT EASEMENT		
DATE: / /	SCALE: 1" = 20'	UG-34