

Milwaukee Water Works
Water Engineering Section

WA-220A
SA-1760A

PERMIT AND AGREEMENT

THIS AGREEMENT, Made this _____ day of December A.D. 2000 between the City of Milwaukee, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City" and Allen-Bradley Company, LLC, a Delaware Limited Liability Company, including heirs, personal representatives, successors or assigns, of above owner, as may be or may become applicable hereinafter referred to as "Owner".

WITNESSETH

WHEREAS, On May 3, 1966, The City was granted an easement, SE-1760 and WE-220, for sewer and water purposes in Vacated West Scott Street from South 1st Street to South 2nd Street, which was recorded in the Office of the Register of Deeds of Milwaukee County on June 10, 1966 as Document No. 4259814, Reel No. 312, Image 953 to 956, inclusive;

WHEREAS, The easement is located in the following described parcel of land having Tax Key Number 431-0429-100, in that part of the Southeast ¼ (SE ¼) of Section Thirty-two (32), Township Seven (7) North, Range Twenty-two (22) East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, to-wit:

That portion of West Scott Street lying between the west street line of South First Street and the east street line of South Second Street, and between the south street line of Block thirteen (13) and the north street line of Block twenty-Two (22) of Milwaukee Proper, a subdivision of said one-Quarter section,

WHEREAS, The owner has requested the City's permission to construct steel pipe bollards and a decorative fence consisting of brick piers and wrought iron in the easement area; and

WHEREAS, The City will allow the construction of said fence and bollards in the easement area subject to the following reasonable conditions which the City believes to be necessary;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and the mutual covenants and conditions hereinafter described, the parties hereto agree to the following conditions:

1. The Owner is hereby permitted to construct steel pipe bollards and a fence consisting of brick piers and wrought iron in said easement, from a point seventy-five (75) feet more or less west of the west line of S. 1st St. to the west line of S. 1st St and from a point twenty-five (25) feet more or less east of the east line of S. 2nd St. to the east line of S. 2nd St., hereinafter referred to as "Improvements", per attached Sheets No.'s L6, L8, and L9.

2. *That the Owner hereby assumes all liability for any damage to the existing sewers and water mains and their appurtenances, hereinafter referred to as "Facilities", and said Improvements or personal injuries to a person or persons resulting from construction, maintenance and use of said Improvements on, over and abutting said Facilities and said easement, and will save and keep the City clear and harmless at all times from any and all claims from any negligence on the part of the Owner, or of persons other than the City; and in case the City shall suffer or become liable for any loss or damage whatsoever arising from or growing out of operating, inspecting, maintaining, repairing, reconstructing, enlarging or using said Facilities, which results from negligence on the part of the Owner, then the Owner 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; provided further, however, that these provisions are subject to the legal defenses, which, under law, the City is entitled to raise.*
3. *That any parts of said Improvements therein interfering with the right of full, ready and free access to said Facilities for the purpose of operating, inspecting, maintaining, repairing, reconstructing or enlarging said Facilities, shall be removed by the Owner at the request of the City at no cost to the City; provided that in the event the Owner fails within thirty (30) days after being requested in writing by the City to so remove any part of said Improvements, the City will do so at the cost of the Owner. 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.*
4. *That any subsequent costs for the replacement of any part of said Improvements will be borne by the Owner at no cost to the City.*
5. *That any footings required for said Improvements over said Facilities within said easement limits shall be so designed and at such elevation that the weight of the Improvements will not bear on said Facilities and that footings shall not be closer than six (6) feet to the center of said sewer facilities and that footings shall not be closer than one (1) foot from the outside edge of said water facilities.*
6. *That the Owner shall so construct said Improvements within said easement so that in the event it becomes necessary for the City to repair, reconstruct, enlarge, or relocate said Facilities provisions can be made to bring construction equipment into said easement area.*
7. *That all provisions of the said easement which are not inconsistent with this agreement shall remain in full force and effect.*
8. *That this agreement shall extend to and apply to both parties, City and Owner, including heirs, personal representatives, successors or assigns, as may be or may become applicable.*

IN WITNESS WHEREOF, Allen-Bradley Company LLC, Owner, has hereunto caused these presents to be signed by its Authorized Representative KARL E HEIN, and _____, the day and year first above written.

IN THE PRESENCE OF

ALLEN-BRADLEY COMPANY, LLC

EVlin

Karl E. Hein
Karl E. Hein, Authorized Representative

x Rolander

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

Personally came before me this 14th day of December A.D., 2000, Karl E. Hein, of the above-named company, to me known to be the person who executed the foregoing instrument, and to me known to be such Authorized Representative and of said company, and acknowledged that he executed the foregoing instrument as such Authorized Representative as the deed of said corporation, but its authority.

Ursula H. Hess
Notary Public, State of Ohio

URSULA H. HESS, Notary Public
My Commission Expires **STATE OF OHIO**
My Commission Expires Jan. 12, 2001
(Recorded in Geauga County)

IN WITNESS WHEREOF, the said City of Milwaukee, has caused these presents to be signed by John O. Norquist, its Mayor and Ronald D. Leonhardt, its City Clerk and countersigned by W. Martin Morics, Comptroller, at Milwaukee, Wisconsin, and its corporate seal to be affixed this _____ day of _____ A.D., 20____.

Signed and sealed in presence of:

CITY OF MILWAUKEE

By: _____
John O. Norquist, Mayor

Ronald D. Leonhardt, City Clerk

COUNTERSIGNED

W. Martin Morics, City Comptroller

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20____,
John O. Norquist, Mayor of the City of Milwaukee, to me known to be the person who executed
the foregoing instrument and to me known to be such Mayor of the City of Milwaukee and acknowledged
that he executed the foregoing instrument as such officer as the deed of the City of Milwaukee, by its
authority, and pursuant to Resolution File Number _____ adopted by its Common Council on
_____.

Notary Public, State of Wisconsin

My Commission Expires _____

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20____, the above-
named Ronald D. Leonhardt, to me known to be the City Clerk of the City of Milwaukee, who by its
authority and on its behalf executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission Expires _____

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20____, the above-named
W. Martin Morics, to me known to be the Comptroller of the City of Milwaukee, who by its authority and on
its behalf 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: 8/31/00

C. Mills

SUPERINTENDENT, MILWAUKEE WATER WORKS

Approved as to form and
Execution

Date:

ASSISTANT CITY ATTORNEY