

Document Number

**PERMANENT  
EASEMENT  
REGARDING MPS BUILDING**

Document Title

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REGARDING MPS BUILDING**

Recording Area

Name and Return Address

Mr. Larry Stein  
WISDOT  
141 NW Barstow St.  
P.O. Box 798  
Waukesha, WI 53187-0798

Part of 391-0261-111-3

Parcel Identification Number (PIN)

## PERMANENT EASEMENT REGARDING MPS BUILDING

Wisconsin Department of Transportation

THIS AGREEMENT, dated as of this \_\_\_\_ day of \_\_\_\_\_, 2006, is made and entered into by and between the City of Milwaukee (for the Board of School Directors of the Milwaukee Public Schools [“MPS”] under Wis. Stat. § 119.60(2)), hereinafter called CITY, and the State of Wisconsin, Department of Transportation, hereinafter called DOT.

1. **Grant of PE.** As contemplated by that certain “Agreement Relating to Damage to Property at 1111 North 10<sup>th</sup> Street” among MPS and DOT, dated May 11, 2006 (the “Damage Agreement”), under which the DOT agreed to direct Walsh Construction Company of Illinois (“Walsh”) (as DOT’s contractor for the North Leg of the Marquette Interchange Construction Project) to repair certain foundational and structural damage caused to the MPS parcel and building at 1111 N. 10<sup>th</sup> Street (aka 1124 N. 11<sup>th</sup> Street; aka 1110 N. 10<sup>th</sup> Street), Milwaukee, Tax Key No. 391-0261-111-3 (DOT refers to said real estate as Parcel 36, Project I.D. No. 1060-05-20) (herein called the “MPS Parcel” and more particularly described on **EXHIBIT A** attached hereto, with the building thereat being herein called the “FM Building”), the City hereby grants to DOT a permanent easement (“PE”) under the MPS Parcel so that tie-backs can be located subsurface in the area depicted and labeled on the map attached hereto as **EXHIBIT B1** as “PE.” This easement shall not disturb City’s surface rights in and to the MPS Parcel.
2. **Purpose of PE.** The PE’s purpose is to allow the DOT to locate in the PE area tie-backs as depicted on the drawing attached hereto as **EXHIBIT B2**. Those tie-backs will be located approximately 12 feet under the foundational footings of the main FM Building and 11 feet under the foundational footings of the annex part of the FM Building, and were required for the Walsh-repair work required by the Damage Agreement.
3. **Maintain Retaining Wall and Tie-Backs.** DOT agrees to keep in place the retaining wall and tie-backs depicted on **EXHIBIT B** so as to protect the FM Building and MPS Parcel from damage that might otherwise occur. DOT (at its expense) has all maintenance, repair, and replacement duties associated with said retaining wall and tie-backs, and shall keep same in good condition, understanding that the FM Building and MPS Parcel need to be protected. DOT has reasonable entry rights for its maintenance, repair, and replacement duties but must first obtain MPS’s approval prior to entry (not to be unreasonably withheld).
6. **Recording Agreement.** This Agreement shall promptly be recorded by DOT against the MPS Parcel at DOT’s expense.
7. **Restoration.** DOT agrees, at its expense (to the extent permitted by law), to promptly restore and repair any damage to the MPS Parcel or FM Building attributable to the construction, repair, maintenance or replacement of the retaining wall or tie-backs.

8. **DOT**. DOT shall not levy any special assessment against City (or MPS) with respect to the retaining wall, tie-backs, and work required of DOT hereunder.
9. **Headings**. The headings used herein are for convenience only.
10. **Approvals**. This Agreement was:
  - (a) approved by the City per Common Council Resolution File No. \_\_\_\_\_;
  - (b) approved by the School Board of MPS on May 25, 2006; and
  - (c) approved by DOT.
11. **No Waiver**. Nothing contained herein is a waiver of DOT's or MPS's respective rights under law or at equity.

IN WITNESS WHEREOF, the parties entered into this Agreement, dated as of the date first written above.

**CITY:** City of Milwaukee (acting upon request of the School Board of the Milwaukee Public Schools under Wis. Stat. § 119.60(2)).

By: \_\_\_\_\_  
Tom Barrett, Mayor

Attest: \_\_\_\_\_  
Ronald D. Leonhardt, City Clerk

COMPTROLLER COUNTERSIGNATURE  
(Milwaukee City Charter § 3-18-2)

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Comptroller's Office

CITY ATTORNEY'S OFFICE  
(Milwaukee Code of Ordinances § 304-21)

Approved by: \_\_\_\_\_  
Gregg C. Hagopian, Assistant City Attorney

Gregg C. Hagopian, as a member of the State Bar of Wisconsin (State Bar No. 1007373), by signing above, hereby also AUTHENTICATES the \_\_\_\_\_ signatures \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 2006, in accordance with Wis. Stat. § 706.06 in order that this instrument may be recorded per Wis. Stat. § 706.05 (2)(b).

**DOT:** State of Wisconsin, Department of Transportation

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

(An authorized DOT representative). NOTE: must be signed by a DOT Administrator or other DOT authorized representative.

James S. Thiel, as a member of the State Bar of Wisconsin (State Bar No. 1012582), hereby AUTHENTICATES the signature of \_\_\_\_\_ in accordance with Wis. Stat. § 706.06 in order that this instrument may be recorded per Wis. Stat. § 706.05 (2)(b).

\_\_\_\_\_  
Name Printed: James S. Thiel.

State Bar

No.: 1012582 \_\_\_\_\_

Date: \_\_\_\_\_

1034-2006-996:110112

**EXHIBIT A**

**LEGAL DESCRIPTION OF MPS PARCEL**



Whole Parcel  
Legal.pdf

## EXHIBITS B1 AND B2

- **MAP [B1] AND DRAWING [B2] SHOWING PE ON B1 MAP, AND RETAINING WALL AND TIE-BACKS ON B2 DRAWING**



PE Shown on  
Plat.pdf



MPS\_PE2.pdf