



DEPARTMENT OF ADMINISTRATIVE SERVICES
 DIVISION OF ECONOMIC & COMMUNITY DEVELOPMENT

LINDA SEEMEYER ♦ Director, Department of Administrative Services
 WILLIAM HATCHER ♦ Director, Economic & Community Development

FROM CITY ENGINEER			
	ORIG	COPY	REVIEW <input checked="" type="checkbox"/>
JP			REPLY
CW			COMMENT
JZ			DISTRIB
MA			INFO
SP			COORD
			SEE ME
			ACTION <input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>		RTN:

July 8, 2004

Jeffrey S. Polenske, City Engineer
 City of Milwaukee County
 841 N. Broadway, Room 701
 Milwaukee, Wisconsin 53202

Project I.D. 2235-02-00
 South 6th Street
 West Ohio Street to West Hayes Street

MGL

Dear Mr. Polenske:

Enclosed please find two copies of the requested easement for the subject project signed by the appropriate County officials. After the City has signed the easement, I would appreciate receiving a fully executed copy.

Please contact me at 414-278-4371 should you require assistance.

Sincerely,

Craig C. Dillmann
 Manager of Real Estate Services

Enclosure

EASEMENT AGREEMENT

This Easement Agreement is entered into by and between the City of Milwaukee, a municipal corporation, hereinafter referred to as GRANTEE and Milwaukee County a municipal corporation, hereinafter referred to as the COUNTY, this ____ day of _____ 2004.

WITNESSETH:

THIS SPACE RESERVED FOR RECORDING DATA
NAME AND RETURN ADDRESS

WHEREAS, COUNTY does hereby grant to the GRANTEE, for mutual benefits, a permanent easement to construct, maintain, operate and reconstruct, a bus passenger loading area with retaining wall and associated anchors on certain lands owned by Milwaukee County.

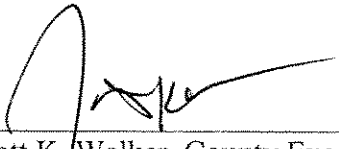
NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as set forth below:

506-9996-111 (part of)
Parcel Identification Number

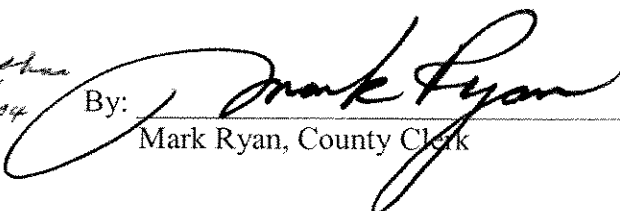
1. The COUNTY hereby grants to the GRANTEE a permanent easement ("easement") on the land more particularly described in Exhibit A attached hereto and made a part hereof ("easement area"), for the construction and continued operation, maintenance and reconstruction of a bus passenger loading area, with retaining wall and associated tie-back anchors.
2. The COUNTY may construct in, upon or along said easement area such improvements ("improvements") relating to public usage, as the COUNTY may deem appropriate, provided such improvements do not damage the facilities, structures and appurtenances installed by the GRANTEE or adversely impact the intent for which this easement was granted. Plans for said improvements shall be reviewed and approved by the GRANTEE. Said approval shall not be unreasonably withheld and the review will be made in a timely fashion at no charge to the COUNTY. The maintenance and repair of these improvements shall be the responsibility of the COUNTY.
3. The GRANTEE shall provide written notice to the Director of the Milwaukee County Department of Economic and Community Development prior to the commencement of any construction work within the easement area. Said notice shall indicate the anticipated start date and duration of the proposed work and include: plans and specifications showing the location, type of installation, drawings and specifications of the structures and facilities to be constructed in the easement area, as well as the erosion and sedimentation control plan. The plans and specifications shall be reviewed and approved by the COUNTY prior to commencing any construction activities and said approval shall not be unreasonably withheld.

4. The GRANTEE shall secure and pay for all permits required by any governing body or agency, before any construction, repair or maintenance work commences. All construction, operation, maintenance of the easement area and repairs of the structures and facilities installed within the easement area shall be completed at no expense to the COUNTY, except as to those improvements installed by the COUNTY.
5. No trees, shrubs or vegetation within or adjacent to the easement area shall be removed or trimmed without the written permission of the COUNTY.
6. It is an express condition of granting this easement that the surface and subsurface of the soil, the structures, facilities and improvements that may be disturbed or damaged during their construction, operation, use, maintenance and/or repair will, at the expense of the GRANTEE, be replaced or repaired to the satisfaction of the COUNTY or essentially to the same condition, or better, as existed immediately prior to the occurrence of such damage.
7. The GRANTEE shall assume all costs of the proper removal and disposal of any exploration and/or construction residue. The GRANTEE shall be responsible for the cost and proper remediation of any environmentally hazardous materials that may be encountered within the easement area and provide all documentation of said materials to the COUNTY. GRANTEE shall not release any information to any other parties without the COUNTY'S written permission.
8. The GRANTEE shall defend, hold harmless and indemnify the COUNTY from and against any and all claims, actions, liabilities, damages, expenses and judgments, including but not limited to, reasonable attorney fees, reasonable investigative and discovery costs, court costs, and all other sums due to any injury to persons, loss of life or damage to property that may result from the GRANTEE'S use of the easement area, subject to the legal defenses the GRANTEE is entitled by law to raise.
9. This easement shall terminate upon the abandonment or non-use of the easement area or the facilities constructed on, under or over said easement area. Prior to abandonment or upon non-use, the facilities and related structures shall be removed at the option of the COUNTY and the easement area restored to the satisfaction of the COUNTY.
10. The Milwaukee County Department of Parks and Public Infrastructure, utilizing available data, has reviewed this easement, but in no way can the COUNTY assure complete accuracy regarding existing easements and/or utilities within the easement area. The GRANTEE shall comply with all state and local laws regarding location and protection of existing utilities and/or easements. The GRANTEE shall contact Diggers Hotline and all applicable sources prior to commencing any construction to check the public record to verify all pertinent easements and existing utility locations, if any, within the easement area boundaries.

Milwaukee County (COUNTY)

By: 
Scott K. Walker, County Executive

APPROVED FOR EXECUTION
Alan Schaefer
CORPORATE COUNSEL 7/1/04

By: 
Mark Ryan, County Clerk

Reviewed
John R. Rath
Rick Mauer
7-6-04

City of Milwaukee (GRANTEE)
By: _____
Tom Barrett, Mayor

By: _____
Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:

W. Martin Morics, Comptroller

STATE OF WISCONSIN)
) ss:
MILWAUKEE COUNTY)

Personally came before me this 7th day of July, 2004, the above named Scott Walker, County Executive and Mark Ryan, County Clerk, to me known to be the person(s) who executed the foregoing instrument.



Craig C. Dillmann

Notary Public, State of Wisconsin

Milwaukee, Wisconsin

My Commission expires 11-4-07

STATE OF WISCONSIN)

) ss:

MILWAUKEE COUNTY)

Personally came before me this ___ day of _____, 2004, Tom Barrett, Mayor of the above-named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such mayor of the said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipality, by its authority.

Notary Public, State of Wisconsin

Milwaukee, Wisconsin

My Commission expires _____

STATE OF WISCONSIN)

) ss:

MILWAUKEE COUNTY)

Personally came before me this ___ day of _____, Ronald D. Leonhardt, City Clerk of the above-named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be the person who executed the foregoing instrument and to me known to be such city clerk of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipality, by its authority.

Notary Public, State of Wisconsin

Milwaukee, Wisconsin

My Commission expires _____

STATE OF WISCONSIN)

) ss:

MILWAUKEE COUNTY)

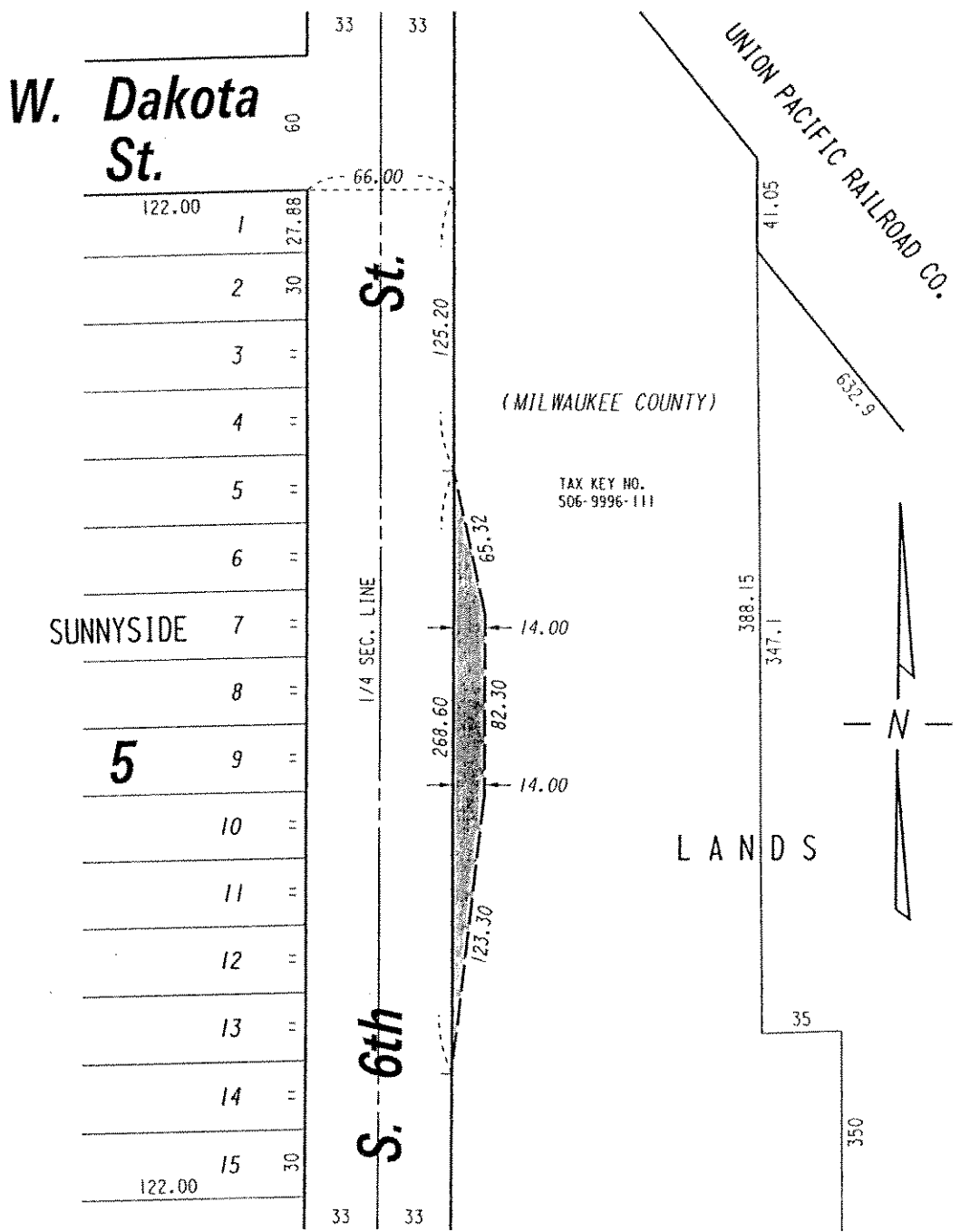
Personally came before me this _____ day of _____, 2004, W. Martin Morics, City Comptroller of the above-named municipal corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such city comptroller of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipality, by its authority.

Notary Public, State of Wisconsin
Milwaukee, Wisconsin
My Commission expires _____

This instrument was drafted by Craig C. Dillmann

RETURN TO: _____

S.E. 1/4 SEC. 8, T.6N., R.22E. 506



(MILWAUKEE COUNTY)

TAX KEY NO.
506-9996-111

L A N D S

(W. Manitoba St.)

PROPERTY TO BE ACQUIRED FOR PERMANENT HIGHWAY EASEMENT

FILE NO.
INFRASTRUCTURE SERVICES DIVISION
MILWAUKEE, WISCONSIN

ASSIGNED TO: W.E. FUCHS CH'K'D. BY: M.C. WILLIAMS
DRAWN BY: W.E.F. DATE: OCT. 18, 2002
PROJECT/GRANT NO.: ST32091901 SCALE: 1" = 60'
APPROVED BY:


Marica Lindholm
CENTRAL DRAFTING & RECORDS MANAGER

Greg Blumke
CITY ENGINEER

Description of property to be acquired for Permanent Highway Easement along a portion of South 6th Street (east side) between West Dakota Street and West Manitoba Street, in the 14th Aldermanic District of the City of Milwaukee.

That part of Lands in the Southeast 1/4 of Section 8, Township 6 North, Range 22 East, described as follows: Commencing at the point of intersection of the south line of West Dakota Street and the west line of South 6th Street; thence Easterly, as measured normal to said west line, 66.00 feet to a point in the east line of South 6th Street; thence Southerly, along said east line, 125.20 feet to the point of beginning of the land to be described; thence continuing Southerly, along said east line, 268.60 feet to a point; thence Northeasterly 123.30 feet to a point lying 14.00 feet easterly of, as measured normal to, said east line; thence Northerly, parallel to said east line, 82.30 feet to a point; thence Northwesterly 65.32 feet to the point of beginning.

The above described parcel contains 2,456 square feet or 0.0564 acres of land.

APPROVED
FOR
DESCRIPTION

COUNTY A. B. W. 7/1/04