

CITY UNDERGROUND CONDUIT
EASEMENT

Document Number

Document Title

CITY UNDERGROUND CONDUIT EASEMENT
UG-38B

Drafted by:

City of Milwaukee
Department of Public Works

Recording Area

Name and Return Address

City of Milwaukee
Department of Public Works
Infrastructure Services Division
CUC Section
841 North Broadway – Room 920
Milwaukee, WI 53202

See Exhibit A

Parcel Identification Number (PIN)

THIS UNDERGROUND CONDUIT EASEMENT (the “**EASEMENT**”), made as of _____, 2019, is from River Houses Condominium Association, Ltd. (“**Grantor**”) to the CITY OF MILWAUKEE (“**City**”), a municipal corporation, and is for good and valuable consideration, the receipt and sufficiency of which are acknowledged.

- 1. Grantor Parcel; Easement Area.** Grantor owns property in the City of Milwaukee, Wisconsin, more particularly described in **EXHIBIT A** (the “**Parcel**”), and Grantor is willing to grant to City a permanent easement in and to a part of that Parcel - which part is herein called the “**Easement Area.**” The Easement Area is legally described on **EXHIBIT B** attached and is depicted on **EXHIBIT C** attached (Plan File No. UG-38B).
- 2. Easement Grant.** Grantor grants to City, and City accepts, a permanent easement in and to the Easement Area, together with the right of ingress and egress to the Easement Area, so City may enter the Parcel to use the Easement Area. Within the Easement Area, City may construct, operate, maintain, inspect, repair, enlarge, reconstruct, replace, and relocate, as City deems necessary, a 88-inch wide underground conduit package and related facilities and appurtenances (collectively, the “**Facilities**”).
- 3. Maintenance.** City is responsible for maintaining the Facilities and for keeping same in good condition and repair.

4. Easement Area Restriction. No structures or improvements may be constructed within the Easement Area by Grantor except fence, ordinary lawns, and walkways (“**Permitted Improvements**”). If, in exercising City’s rights hereunder, City causes damage to, or removes, any Permitted Improvements, City shall replace or repair same, at City expense to substantially the same condition as existed previously. In no case shall the City be responsible for replacing aesthetic plantings.

5. Hold Harmless. City will hold Grantor harmless from loss or injury resulting from City’s willful or negligent acts or omissions under this Easement. Grantor will hold City harmless from loss or injury resulting from Grantor’s willful or negligent acts or omissions under this Easement. If there is joint negligence or culpability on the part of City and Grantor, liability shall be borne by them, respectively, in proportion to their respective negligence or culpability. The foregoing provisions are subject to legal defenses available, respectively, to City and to Grantor.

6. Grantor Construction. If Grantor constructs any structure, building, or improvement adjacent to the Easement Area, or any Permitted Improvement within the Easement Area, or if Grantor undertakes any other work within the Easement Area, Grantor assumes liability for any damage to the Facilities in the Easement Area.

7. Charge. No charge will be made against the Parcel or Grantor for the cost of construction, operation, maintenance, inspection, repair, enlargement, reconstruction, replacement, or relocation of the Facilities in the Easement Area, except **(a)** when Grantor applies for a permit or approval to connect to the Facilities, the regular and customary connection permit fee in effect at the time of application shall be paid, and Grantor shall connect per City requirements, and **(b)** the underground conduit maintenance, user fees, and other underground conduit fees in effect for all City of Milwaukee serviced properties that are chargeable to or against real property or owners, shall be paid.

8. Access. The Facilities and Easement Area shall be accessible to City at all times.

9. Prior Approval of Certain Work. Prior to undertaking any work below surface within the Easement Area, and prior to any underground installation within the Easement Area, and prior to any surface-grade alteration within the Easement Area that would raise or lower the surface elevation by 1 foot or more, then, in any such event, Grantor shall first submit plans therefore to the City for approval by the City’s Commissioner of Public Works (“**DPW Commissioner**”), and any such work, installation or alteration, requires prior approval of the DPW Commissioner.

10. Recording; Miscellaneous. This Easement **(a)** shall be recorded with the Milwaukee County Register of Deeds by City, **(b)** is governed by Wisconsin law, **(c)** may only be amended by written instrument signed by all parties, and **(d)** is binding on successors, assigns, and heirs. Grantor has full right and authority to enter, and grant, this Easement.

11. Public Right-of-Way. If the Easement Area, or any part thereof, becomes public right-of-way, Grantor’s rights hereunder as to such shall terminate but the Easement shall not.

EXHIBIT A
LEGAL DESCRIPTION OF PARCEL

Units 1101, 1103, 1105, 1107, 1109, 1111, 1113, 1115, 1117, 1119, 1121, 1123, 1125, 1127, 1129, 1131, 1133, 1135, 1137, 1139, 1141, 1143 in the River Houses Condominium(s) created by a "Declaration of Condominium" recorded on August 23, 1984, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 5744695, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of Milwaukee, County of Milwaukee, Wisconsin.

Tax Key Numbers

<u>Tax Key</u>	<u>Street Address</u>
392-2311-000	1101 N. Edison Street
392-2312-000	1103 N. Edison Street
392-2313-000	1105 N. Edison Street
392-2314-000	1107 N. Edison Street
392-2315-000	1109 N. Edison Street
392-2316-000	1111 N. Edison Street
392-2317-000	1113 N. Edison Street
392-2318-000	1115 N. Edison Street
392-2319-000	1117 N. Edison Street
392-2320-000	1119 N. Edison Street
392-2321-000	1121 N. Edison Street
392-2322-000	1123 N. Edison Street
392-2323-000	1125 N. Edison Street
392-2324-000	1127 N. Edison Street
392-2325-000	1129 N. Edison Street
392-2326-000	1131 N. Edison Street
392-2327-000	1133 N. Edison Street
392-2328-000	1135 N. Edison Street
392-2329-000	1137 N. Edison Street
392-2330-000	1139 N. Edison Street
392-2331-000	1141 N. Edison Street
392-2332-000	1143 N. Edison Street

EXHIBIT B
LEGAL DESCRIPTION OF "EASEMENT AREA"

That part of the River Houses, a condominium, being part of Lot 3, together with all of Lots 4, 5, 6, 7, 8, 9, 10, and 11 in Block 50 of the Plat of the Town of Milwaukee on the East Side of the River, in the Northeast 1/4 of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Beginning at the Southwest corner of said River Houses, a condominium; thence North $4^{\circ}08'40''$ West, 6.27 feet along the Westerly line of said condominium; thence North $87^{\circ}02'13''$ East, 27.35 feet; thence South $89^{\circ}57'42''$ East, 56.09 feet to the South line of said condominium; thence South $84^{\circ}44'37''$ West, 83.30 feet along said South line to the point of beginning.

EXHIBIT C
DEPICTION OF "EASEMENT AREA"
PLAN FILE NO. UG-38B

