

CITY UNDERGROUND CONDUIT
EASEMENT

Document Number

Document Title

CITY UNDERGROUND CONDUIT EASEMENT
UG-39

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

392-2169-115

Parcel Identification Number (PIN)

THIS UNDERGROUND CONDUIT EASEMENT (the “**EASEMENT**”), made as of _____, 2019, is from 200 Broadway LLC (“**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, with an address of 520 East Summerfest Place, Milwaukee Wisconsin 53202, and a tax key number of 392-2169-115 (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 A** attached and is depicted on **EXHIBIT B** attached (Plan File No. UG-39).
- 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 16-inch wide underground conduit package and related facilities and appurtenances (collectively, the “**Facilities**”).
- 3. City Facilities Maintenance.** City is responsible for maintaining the Facilities.

4. **Easement Area Restriction.** No structures or improvements may be constructed within the Easement Area by Grantor except ordinary lawns, walkways, roadways, driveways and parking-lot surfacing (“**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.

IN WITNESS WHEREOF, THE PARTIES HERETO caused this Easement to be executed by their authorized signatories as of the date first written above.

<p>CITY: CITY OF MILWAUKEE</p> <p>By: _____ Jeff Polenske, Commissioner Dept. of Public Works</p> <p>Countersigned:</p> <p>By: _____ Martin Matson, Comptroller</p> <p>City Common Council Resolution File No. _____, adopted on _____ _____.</p> <p>CITY ATTORNEY APPROVAL/AUTHENTICATION</p> <p>_____, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the City representatives above per M.C.O. § 304-21, and also authenticates the signatures of those City representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).</p> <p>By: _____</p> <p>Name Printed: _____ Assistant City Attorney State Bar No. _____ Date: _____</p> <p>1047-2012-719:182700</p>	<p>GRANTOR:</p> <p>_____</p> <p>Name Printed: _____</p> <p>_____</p> <p>Name Printed: _____</p> <p>GRANTOR NOTARY</p> <p>State of Wisconsin) _____)ss Milwaukee County)</p> <p>Before me personally appeared the following signatories, _____, to me known to be such person(s) who signed this document and acknowledged the same.</p> <p>Date: _____</p> <p>_____ Notary Public</p> <p>Name Printed: _____</p> <p>My commission: _____</p> <p>[notarial seal]</p>
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EXHIBIT A
LEGAL DESCRIPTION OF "EASEMENT AREA"

Part of vacated East Polk Street in Subdivision of Lots 1 and 2 of Section 33 being part of the Northwest ¼ and the Northeast ¼ of the Northwest ¼ of Section 33, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

COMMENCING at the Northwest corner of said 1/4 Section; thence North 88°54'38" East along the North line of said ¼ Section 1,414.56 feet to a point; thence South 06°17'49" East along the East line of North Jackson St. and its extension thereof 385.45 feet to a point on the South line of East Corcoran Ave. thence South 83°56'06" West along said South line 333.76 feet to the Northwest corner of Lot 14, Block 163 of Survey & Subdivision of Lots 1 & 2 and the East line of North Jefferson St.; thence South 06°04'08" East along said East line 404.03 feet to the point of beginning of the lands hereinafter described; thence South 78°00'00" East 200.24 feet to a point on the North line of East Summerfest Place; thence South 56°D58'04" West along said North line 28.27 feet to a point; thence North 78°00'00" West 173.74 feet to a point on the East line of North Jefferson Street; thence North 06°04'08" West along said East line 21.04 feet to the point of beginning.